



TO: Honorable Member Whitfield-Calloway
FROM: Jennifer Kanalos, Authorized Agent, DBRA
DATE: January 5, 2023
RE: Response to Request Relating to CODA Brush Park Brownfield
Redevelopment Project

This memorandum is respectfully submitted on behalf of the City of Detroit Brownfield Redevelopment Authority (“DBRA”) and the Detroit Economic Growth Corporation (“DEGC”) in response to your resolution referred by City Council’s Committee of the Whole (COW) on October 11, 2022 to the Planning & Economic Development Standing Committee (“P&ED”) on October 13, 2022 as well as your memorandum dated October 19, 2022 and referred to P&ED by City Council’s COW on 10/25/22, both relating to the CODA Brush Park Brownfield Redevelopment Project planned for certain properties located at the intersection of John R and Alfred Streets in Detroit historic Brush Park neighborhood for which a Brownfield Plan was approved by Detroit City Council in March, 2022 (the “Brownfield Plan”).

Specifically, this memorandum responds to the following requests directed to the DBRA and the DEGC:

1. DEGC and DBRA investigate the facts and circumstances surrounding the CODA Brush Park project and the demolition of the carriage house.
2. DEGC and DBRA report back to City Council within sixty days and give a recommendation as to any actions that should be taken concerning the demolition of the carriage house.

1. Review of facts and circumstances surrounding the CODA Brush Park project and the demolition of the carriage house

As part of reviewing the facts and circumstances surrounding the CODA Brush Park project, DBRA staff reviewed its records and talked with CODA Brush Park developer Michael VanOverbeke, P&DD’s Director of Historic Preservation Garrick Landsberg, Legislative Policy Division Fiscal Analyst Derrick Headd, and Charles Reed from BSEED. From this review the below timeline was established for the project and carriage house demolition. Relevant documents have been attached.

CODA Brownfield Plan & Carriage House Demolition Timeline:

- 11/10/21 DBRA Board first reviewed the Brownfield Plan and authorized the transfer of the Brownfield Plan to the DBRA Community Advisory Committee (DBRA-CAC) and the holding of a Neighborhood/Local Public Hearing. See *DBRA Board Resolution attached as **Exhibit A***.
- DBRA -CAC reviewed and recommended approval of the Brownfield Plan. See *DBRA CAC Resolution attached as **Exhibit B***.
- 11/22/21 DBRA hosts Neighborhood/Local Public Hearing held via Zoom for the Brownfield Plan.
- 12/01/21 DBRA Board completed final review, and adopted a resolution approving the Brownfield Plan and recommending approval of the Brownfield Plan to Detroit City Council. See *DBRA Board Resolution attached as **Exhibit C***.
- 01/18/22 City Council COW referred Brownfield Plan to February 3, 2022 City Council P&ED Standing Committee. See *City Council Resolution attached as **Exhibit D***
- 02/03/22 City Council P&ED Standing Committee cancelled due to inclement weather. Brownfield Plan Public Hearing rescheduled to February 17, 2022.
- 02/17/22 City Council P&ED Standing Committee held Public Hearing for Brownfield Plan and voted 2-1 to send to City Council COW with Recommendation to Approve.
- 02/22/22 City Council COW voted unanimously to postpone their vote on the Brownfield Plan by one week.
- 03/01/22 City Council COW approved the Brownfield Plan 5-4. See *City Council Resolution attached as **Exhibit E***. See *approved Brownfield Plan attached as **Exhibit F***.
- 03/15/22 DBRA Board entered into the Reimbursement Agreement for the Brownfield Plan. See *approved Reimbursement Agreement attached as **Exhibit G***.
- 04/22/22 Developer's general contractor informed Mr. VanOverbeke of significantly deteriorated conditions and the discovery of a sinkhole in the carriage house during their clean-out and stabilization work done as part of construction preparation during the preceding week. While assessing the salvageability and reuse potential of fire damaged materials from a fire that occurred more than a decade ago before the developer owned the property, the bracing subcontractor uncovered a sinkhole resulting from a broken water line under the structure. No civil engineering or surveying records obtained by the developer showed that a water line should be near or under the walls of the carriage house.

- 04/25/22 Developer directed the development team consisting of the architect, structural engineer, general contractor, and bracing sub-contractor, to explore all construction, engineering, and design methods available to save the carriage house. The development team worked through the end of July exploring any and all methods of saving the structure which included contemplating several redesigns of the project.
- 08/02/22 Development team contacted Historic District Commission (HDC) staff regarding the potential outcome of needing to demolish the carriage house due to its severely deteriorated condition. Developer received information on what requirements would need to be met to authorize a demolition in a historic district if that had to be the final outcome.
- 08/23/22 Michigan Strategic Fund Board approved the Brownfield Work Plan.
- 08/30/22 Developer's structural engineer issued a report, which is submitted to HDC staff as part of a demolition application for the carriage house. The report describes the severe deterioration of the structure and its dangerous structural conditions with a determination that the structure cannot be saved, further investigation would be unsafe, and that conditions have deteriorated so significantly that the demolition must be performed in a control manner. *See report attached as **Exhibit H**.*
- 09/01/22 Developer, general contractor, and structural engineer held an on-site meeting with HDC Staff to view the current conditions of the carriage house and review the structural engineer's report.
- 09/01/22 HDC staff issued a public notice to neighbors of a 09/14/22 Public Hearing of the HDC to discuss the proposed demolition, together with other agenda items. *See public hearing notice attached as **Exhibit I**.*
- 09/13/22 Developer met with the Brush Park CDC and other neighbors present to discuss the proposed demolition of the carriage house.
- 09/14/22 HDC held Public Hearing. HDC board reviewed and unanimously approved demolition of the carriage house and new design for the project that respects the former carriage house and incorporates the remaining historic materials that could be reused. *See excerpt from meeting minutes, attached as **Exhibit J**. See new project design, as presented and approved by HDC, attached as **Exhibit K**.*
- 09/19/22 BSEED issued Building Permit for the development. *See permit attached as **Exhibit L**.*
- 09/20/22 HDC issued Notice to Proceed for Demolition of existing structures and the new design of project without the carriage house. *See Notice to Proceed attached as **Exhibit M**.*

09/21/22 Carriage house demolition commenced.

11/23/22 DWSD staff arrived on site and excavated, removed, and capped the leaking water line so that it was outside of the building envelope. The line was approximately 40 inches below the sidewalk and not on any plans with the City or DWSD. DWSD staff discovered two separate leaks on the line: the larger leak that caused the failure of the carriage house's walls nearest the street, and a second smaller leak that DWSD staff stated had likely been seeping for years and had caused additional damage and failure of the carriage house's cement floor and foundations.

2. DEGC and DBRA recommendation as to any actions that should be taken concerning the demolition of the carriage house.

Act 381 of 1996, being the Brownfield Redevelopment Financing Act, was adopted, in part, to promote the revitalization, redevelopment, and reuse of certain property, including, but not limited to, tax reverted, blighted, or functionally obsolete property. As such, Brownfield projects by their nature often involve the redevelopment of many of the City's most difficult to redevelop properties and buildings. Even with reasonable and thorough site investigations of a redevelopment site by experienced and highly qualified professionals, it is not uncommon to run into unanticipated conditions as construction crews encounter the full site and building conditions of the redevelopment project.

Section II.A of the Brownfield Plan provides the following summary overview of the proposed project contemplated by the Brownfield Plan.

"The project includes constructing an expansive addition to incorporate the original building into a 5-story modern, mixed-use development. The building will include approximately 84,000 square feet of commercial and residential spaces. Approximately ten (10) luxury condominium units will be provided for purchase, totaling an estimated 22,000 square feet of living space. It is anticipated that the remaining portion of the building will be occupied by a restaurant and bar and office space, totaling approximately 15,000 square feet. Additionally, the building will feature an integrated parking deck for on-site parking."

A more detailed description of the proposed project is included in Attachment C to the Brownfield Plan.

Section II.A of the Brownfield Plan further provides that:

"The actual development may vary from the project description provided herein, without necessitating an amendment to this Plan, so long as such variations are not material and/or arise as a result of changes in market and/or financing conditions affecting the project and/or are related to the addition or immaterial removal of amenities to the project. Any material changes, as determined by DBRA in its sole discretion, to the project description are subject to the approval of the

DBRA staff and shall be consistent with the overall nature of the proposed development, its proposed public purpose, and the purposes of Act 381.”

Per the language above, the determination of whether the changes in the development are material such that an amendment is required is in the discretion of DBRA staff. In order to make this determination, DBRA staff must consider all of the facts and circumstances including the nature and reason for the change and whether the revised project complies with Act 381 and the requirements of the Brownfield Plan.

Here, the primary change in the project relates to the manner in which the carriage house is incorporated into the project. In fact, the developer’s revised project is consistent with the programming and size of the project as contemplated by the Brownfield Plan – the revised design contemplates a 5-story mixed-use development of approximately 84,000 square feet of commercial and residential spaces consisting of approximately ten (10) luxury condominium units and 15,000 square feet of retail and office space plus an integrated parking deck for on-site parking. However, instead of incorporating the façade of the carriage house into the new building, it incorporates as much salvaged original materials from the demolished carriage house as possible, creating a revised first floor design that honors the historic carriage house.

The property qualified as “eligible property” under Act 381 based on a determination that it was functionally obsolete. The Brownfield Plan describes the basis for that determination in Section II.B and the determination is supported by a finding of functional obsolescence by the City’s Office of the Assessor, a copy of which is attached as Attachment I to the Brownfield Plan. Specifically, the Assessor’s letter noted as a basis for its finding that “the roof [of the carriage house] has collapsed, all mechanicals need to be replaced, flooring and foundation appear compromised, and overall the structure appears to be unsound.”

There is no requirement under Act 381 that a proposed development where the property qualifies as functionally obsolete must save the obsolete building. Although the Brownfield Plan anticipated the intention of re-using the functionally obsolete carriage house based on professional estimates and designs and reasonable professional investigations and testing available at the time, additional building conditions that could not have been discovered until construction commencement, including the discovery of unknown and damaged public infrastructure assets, ultimately resulted in a determination that the building could not be saved.

Following the discovery of the unknown conditions, developer sought to find a redesign that maintained the building as contemplated by the Brownfield Plan. The eventual determination to demolish the carriage house was based on the analysis of the newly discovered building conditions by a professional engineer and made only after following appropriate City processes required for the demolition of structures within a historic district, including a public hearing and approval by the Historic District Commission and a meeting with the Brush Park CDC and other community residents to preview the

changes. Further, the developer has stated that he will not be requesting a change in the approved eligible activities or an increase in the approved budget for those eligible activities.

Based on DBRA staff's review of the above-described facts and circumstances involving the eventual demolition of the carriage house and redesign of the project, and consistent with Section II.A of the Brownfield Plan, it is DBRA staff's opinion that these changes do not constitute a material change to the CODA Brush Park Brownfield Plan, its proposed public purpose, or the purposes of Act 381 of 1996, as amended. The incorporation of the building façade was not required by Act 381 or the Brownfield Plan and the revised design maintains the originally contemplated programming and scope and amount of eligible activity reimbursement. While it was disappointing that the carriage house was not able to be incorporated in the manner contemplated by the Brownfield Plan, this change was based on unforeseen circumstances and not due to the negligence or bad faith acts of the developer and has been approved by the City's Historic District Commission. Therefore, the DBRA does not recommend any actions with respect to the developer's rights under the Brownfield Plan or the reimbursement agreement.

Nonetheless, DBRA staff recognizes City Council's desire to be informed of certain types of changes to projects contemplated by brownfield plans, regardless of whether such changes necessitate an amendment to the brownfield plan. As such, DBRA staff will work with Legislative Policy Division staff and Planning & Development Department staff to determine an appropriate means of informing Council members of project changes of a similar nature to those that occurred with the carriage house.

EXHIBIT A

DBRA Resolution –

**Transfer Brownfield Plan to DBRA
Community Advisory Committee (DBRA-
CAC) and Holding Neighborhood/Local
Public Hearing**



CODE DBRA 21-11-306-01

CODA BRUSH PARK BROWNFIELD REDEVELOPMENT PLAN – TRANSMITTAL OF BROWNFIELD PLAN TO THE COMMUNITY ADVISORY COMMITTEE

WHEREAS, pursuant to 381 PA 1996 (“Act 381”), the City of Detroit Brownfield Redevelopment Authority (the “DBRA”) has been established by resolution of the City Council of the City of Detroit (the “City”) for the purpose of promoting the revitalization of environmentally distressed areas in the City; and

WHEREAS, under Act 381 the DBRA is authorized to develop and propose for adoption by City Council a brownfield plan for one or more parcels of eligible property; and

WHEREAS, under the resolution establishing the DBRA and the bylaws of the DBRA requires the DBRA, prior to the approval of a brownfield plan, submit the proposed brownfield plan to the Community Advisory Committee for consideration and comment and solicit comments by publication of notice that the proposed brownfield plan has been submitted to the Community Advisory Committee and by conducting a public hearing in the area to which the proposed Plan applies.

NOW, THEREFORE, BE IT RESOLVED:

1. The City of Detroit Brownfield Redevelopment Authority acknowledges receipt of the proposed Brownfield Plan for the **CODA Brush Park Brownfield Redevelopment Plan** (the “Proposed Plan”) and authorizes and directs the Chairperson to cause the Proposed Plan to be transmitted to the Community Advisory Committee for consideration and comment within 30 days of their receipt of the Proposed Plan.

2. The President of the Detroit Economic Growth Corporation or any person designated by him, as a representative of the DBRA, shall conduct a public hearing in the area to which the Proposed Plan applies within the next 30 days. This public hearing may be held jointly with any public hearing conducted by the Community Advisory Committee.

3. The Chairperson is authorized and directed to cause there to be published notice that the Proposed Plan has been submitted to the Community Advisory Committee and of the public hearing to be held pursuant to this resolution.

BE IT FINALLY RESOLVED, that all of the acts and transactions of any Officer or Authorized Agent of the DBRA in the name and on behalf of the DBRA, relating to matters contemplated by the foregoing resolutions, which acts would have been approved by the foregoing resolution except that such acts were taken prior to execution of these resolution, are hereby in all respects confirmed, approved and ratified.

November 10, 2021

EXHIBIT B

DBRA-CAC Resolution –
Recommended Approval of Brownfield Plan



CODE DBRA-CAC 21-11-306-01

CODA BRUSH PARK BROWNFIELD REDEVELOPMENT PLAN

WHEREAS, pursuant to 381 PA 1996, as amended ("Act 381"), the City of Detroit Brownfield Redevelopment Authority (the "DBRA") has been established by resolution of the City Council of the City of Detroit (the "City") for the purpose of promoting the revitalization of environmentally distressed areas in the City; and

WHEREAS, under Act 381, the DBRA is authorized to develop and propose for adoption by City Council a brownfield plan for one or more parcels of eligible property; and

WHEREAS, pursuant to the resolution establishing the DBRA and the bylaws of the DBRA, the DBRA has submitted the proposed **Brownfield Plan for the CODA Brush Park Project** (the "Plan") to the Community Advisory Committee for consideration and comment; and

WHEREAS, the Community Advisory Committee, at its ~~October 13~~ ^{November 10}, 2021 meeting, received, evaluated and considered the proposed Plan; and

WHEREAS, in accordance with the provisions of the resolution establishing the DBRA and the bylaws of the DBRA, the Community Advisory Committee desires to make recommendations to the DBRA and the Detroit City Council on the proposed Plan.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. After consideration of the proposed Plan, the Community Advisory Committee makes the following comment and recommendations on the proposed Plan:
 - a. The Community Advisory Committee has determined that it is appropriate for the achievement of the purposes of Act 381 of the DBRA to adopt a Brownfield Plan for the **CODA Brush Park Brownfield Redevelopment Project**.
 - b. The Community Advisory Committee recommends support of the proposed Plan presented to it.
2. The Chairperson of the Community Advisory Committee is authorized and directed to transmit a copy of this Resolution and the minutes of the public hearing on the proposed Plan and of the meeting at which this Resolution was adopted to the DBRA and the Detroit City Council as the report of the findings and recommendations of the Community Advisory Committee on the proposed Plan.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are rescinded.

November 10, 2021

EXHIBIT C

DBRA Resolution –

Approve Brownfield Plan and Recommend
Approval of Brownfield Plan to Detroit City
Council



CODE DBRA 21-12-306-02

CODA BRUSH PARK BROWNFIELD REDEVELOPMENT PLAN

WHEREAS, pursuant to 381 PA 1996, as amended (“Act 381”), the City of Detroit Brownfield Redevelopment Authority (the “DBRA”) has been established by resolution of the City Council of the City of Detroit (the “City Council”) for the purpose of promoting the revitalization of environmentally distressed areas in the City of Detroit; and

WHEREAS, under Act 381 the DBRA is authorized to develop and propose for adoption by City Council a brownfield plan for one or more parcels of eligible property; and

WHEREAS, in accordance with the policies, procedures and bylaws governing the DBRA, the DBRA has submitted a proposed Brownfield Plan for the **CODA Brush Park Redevelopment Project** (the “Plan”) to the Community Advisory Committee for its consideration and comment and has solicited comments by the public by publication of notice stating that the proposed Plan has been submitted to the Community Advisory Committee and by conducting a public hearing in the area to which the proposed Plan applies; and

WHEREAS, the Community Advisory Committee has considered the proposed Plan and approved a resolution recommending the approval of the proposed Plan by the DBRA and the City Council as presented by the DBRA; and

WHEREAS, in accordance with the provisions of Act 381, the Board of Directors of the DBRA has considered the proposed Plan and desires to approve the proposed Plan and to request that City Council call a public hearing to consider and adopt a resolution approving the proposed Plan.

NOW, THEREFORE, BE IT RESOLVED:

1. The Board of Directors of the DBRA has determined that the adoption of the Brownfield Plan for the **CODA Brush Park Redevelopment Project** is in keeping with the purposes of Act 381 and recommends submittal of the Plan to City Council for approval.
2. The Board of Directors of the DBRA approves the Plan substantially in the form attached hereto and on file with the Secretary of the DBRA.
3. Any Authorized Agent of the DBRA is authorized and directed to submit a certified copy of this Resolution and the Plan to the City Clerk, together with a request that the City Council call a public hearing concerning the Plan and to take all other actions required to approve the Plan in accordance with Act 381.
4. That any one of the officers and any one of the Authorized Agents of the DBRA or any two of the Authorized Agents of the DBRA shall hereafter have the authority to negotiate and execute all documents, contracts, or other papers, and take such other actions, necessary or appropriate to implement the provisions and intent of this Resolution on behalf of the DBRA.

5. That all of the acts and transactions of any officer or authorized agent of the DBRA, in the name and on behalf of the DBRA, relating to matters contemplated by the foregoing resolutions, which acts would have been approved by the foregoing resolutions except that such acts were taken prior to execution of these resolutions, are hereby in all respects confirmed, approved and ratified.

6. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are rescinded.

December 1, 2021

EXHIBIT D

City Council Resolution –
COW referral of Brownfield Plan to
February 3, 2022 P&ED Standing
Committee

EXHIBIT D

**RESOLUTION CALLING A PUBLIC HEARING REGARDING
APPROVAL OF THE BROWNFIELD PLAN OF THE
CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY
FOR THE CODA BRUSH PARK REDEVELOPMENT**

The following preamble and resolution were offered by Member _____ and supported by Member _____:

WHEREAS, the City of Detroit, County of Wayne, Michigan (the "City") is authorized by the provisions of Act 381, Public Acts of Michigan, 1996 ("Act 381"), to create a brownfield redevelopment authority; and

WHEREAS, pursuant to Act 381, the City Council of the City duly established the City of Detroit Brownfield Redevelopment Authority (the "Authority"); and

WHEREAS, in accordance with the provisions of Act 381, the Authority has prepared a Brownfield Plan for the CODA Brush Park Redevelopment (the "Plan") and submitted the Plan to the Community Advisory Committee for review and comment; and

WHEREAS, after receipt of the recommendation of the Community Advisory Committee to approve the, the Authority has approved the Plan and forwarded it to City Council with a request for its approval; and

WHEREAS, prior to approval of the Plan, the City Council is required to hold a public hearing in connection with consideration of the Plan pursuant to Act 381.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The City Council hereby acknowledges receipt of the Plan from the Authority.
2. A public hearing is hereby called on Thursday, the 3rd day of February, 2022 at 11:40 AM, prevailing Eastern Time, to be held via the Zoom teleconferencing platform, to consider adoption by the City Council of a resolution approving the Plan.
3. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are rescinded.
4. The City Clerk is requested to submit three (3) certified copies of this resolution to the DBRA, 500 Griswold Street, Suite 2200, Detroit, MI 48226.

AYES: Members _____

NAYS: Members _____

RESOLUTION DECLARED ADOPTED.

WAIVER OF RECONSIDERATION

Janice Winfrey, City Clerk
City of Detroit
County of Wayne, Michigan

EXHIBIT E

City Council Resolution – COW Approval of CODA Brownfield Plan

TRUE COPY CERTIFICATE

Form C of D-16-CE

STATE OF MICHIGAN, }
City of Detroit } ss.

CITY CLERK'S OFFICE, DETROIT

I, Janice M. Winfrey, City Clerk of the City of Detroit, in said State, do hereby certify that the annexed paper is a TRUE COPY OF RESOLUTION adopted (passed) by the City Council at session of

MARCH 1 20 22

and approved by Mayor

MARCH 7 20 22

as appears from the Journal of said City Council in the office of the City Clerk of Detroit, aforesaid; that I have compared the same with the original, and the same is a correct transcript therefrom, and of the whole of such original.

In Witness Whereof, I have hereunto set my hand and affixed the corporate seal of said City, at

Detroit, this 23

day of MARCH 20 22

Janice M. Winfrey
CITY CLERK

EXHIBIT E

**RESOLUTION APPROVING BROWNFIELD PLAN
OF THE CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY
FOR THE CODA BRUSH PARK REDEVELOPMENT PROJECT**

City of Detroit
County of Wayne, Michigan

WHEREAS, pursuant to 381 PA 1996, as amended ("Act 381"), the City of Detroit Brownfield Redevelopment Authority ("Authority") has been established by resolution of the City Council of the City of Detroit (the "City") for the purpose of promoting the revitalization of eligible properties in the City; and

WHEREAS, under Act 381 the Authority is authorized to develop and propose for adoption by City Council a brownfield plan for one (1) or more parcels of eligible property; and

WHEREAS, pursuant to the resolution establishing the Authority and the bylaws of the Authority, the Authority has submitted a proposed Brownfield Plan for the CODA Brush Park Redevelopment Project (the "Plan"); and

WHEREAS, the Authority submitted the Plan to the Community Advisory Committee for consideration on November 10, 2021, per the provisions of the resolution establishing the Authority, and a public hearing was conducted by the Authority on November 22, 2021 to solicit comments on the proposed Plan; and

WHEREAS, the Community Advisory Committee recommended approval of the Plan on November 10, 2021; and

WHEREAS, the Authority approved the Plan on December 1, 2021 and forwarded it to the City Council with a request for its approval of the Plan; and

WHEREAS, the required notice of the public hearing on the Plan was given in accordance with Section 13 of Act 381; and

WHEREAS, the City Council held a public hearing on the proposed Plan on February 3, 2022.

NOW, THEREFORE, BE IT RESOLVED, THAT:

1. Definitions. Where used in this Resolution the terms set forth below shall have the following meaning unless the context clearly requires otherwise:

“Eligible Activities” or “eligible activity” shall have the meaning described in Act 381.

“Eligible Property” means the property designated in the Plan as the Eligible Property, as described in Act 381.

“Plan” means the Plan prepared by the Authority, as transmitted to the City Council by the Authority for approval, copies of which Plan are on file in the office of the City Clerk.

“Taxing Jurisdiction” shall mean each unit of government levying an ad valorem property tax on the Eligible Property.

2. Public Purpose. The City Council hereby determines that the Plan constitutes a public purpose.

3. Best Interest of the Public. The City Council hereby determines that it is in the best interests of the public to promote the revitalization of environmentally distressed areas in the City to proceed with the Plan.

4. Review Considerations. As required by Act 381, the City Council has in reviewing the Plan taken into account the following considerations:

(a) Portions of the property designated in the Plan meets the definition of Eligible Property, as described in Act 381.

(b) The Plan meets the requirements set forth in section 13 of Act 381.

(c) The proposed method of financing the costs of eligible activities is feasible and the Authority has the ability to arrange the financing.

(d) The costs of eligible activities proposed are reasonable and necessary to carry out the purposes of Act 381.

(e) The amount of captured taxable value estimated to result from adoption of the Plan is reasonable.

5. Approval and Adoption of Plan. The Plan as submitted by the Authority is hereby approved and adopted. A copy of the Plan and all amendments thereto shall be maintained on file in the City Clerk’s office.

6. Preparation of Base Year Assessment Roll for the Eligible Property.

(a) Within 60 days of the adoption of this Resolution, the City Assessor shall prepare the initial Base Year Assessment Roll for the Eligible Property in the Plan. The initial Base Year Assessment Roll shall list each Taxing Jurisdiction levying taxes on the Eligible Property on the effective date of this Resolution and the amount of tax revenue derived by each Taxing Jurisdiction from ad valorem taxes on the Eligible Property,

excluding millage specifically levied for the payment of principal and interest of obligations approved by the electors or obligations pledging the unlimited taxing power of the local governmental unit.

(b) The City Assessor shall transmit copies of the initial Base Year Assessment Roll to the City Treasurer, County Treasurer, Authority and each Taxing Jurisdiction which will have Tax Increment Revenues captured by the Authority, together with a notice that the Base Year Assessment Roll has been prepared in accordance with this Resolution and the Plan approved by this Resolution.

7. Preparation of Annual Base Year Assessment Roll. Each year within 15 days following the final equalization of the Eligible Property, the City Assessor shall prepare an updated Base Year Assessment Roll. The updated Base Year Assessment Roll shall show the information required in the initial Base Year Assessment Roll and, in addition, the Tax Increment Revenues for each Eligible Property for that year. Copies of the annual Base Year Assessment Roll shall be transmitted by the Assessor to the same persons as the initial Base Year Assessment Roll, together with a notice that it has been prepared in accordance with the Plan.

8. Establishment of Project Fund; Approval of Depository. The Authority shall establish a separate fund for the Eligible Property subject to this Plan, which shall be kept in a depository bank account or accounts in a bank or banks approved by the Treasurer of the City. All moneys received by the Authority pursuant to the Plan shall be deposited in the Project Fund for the Eligible Property. All moneys in the Project Fund and earnings thereon shall be used only in accordance with the Plan and Act 381.

9. Use of Moneys in the Project Fund. The moneys credited to the Project Fund and on hand therein from time to time shall be used annually to first make those payments authorized by and in accordance with the Plan and any development agreement governing such payments and then to the Local Brownfield Revolving Fund, as authorized by Act 381:

10. Return of Surplus Funds to Taxing Jurisdictions. The Authority shall return all surplus funds not deposited in the Local Brownfield Revolving Fund proportionately to the Taxing Jurisdictions.

11. Payment of Tax Increment Revenues to Authority. The municipal and the county treasurers shall, as ad valorem and specific local taxes are collected on the Eligible Property, pay the Tax Increment Revenues to the Authority for deposit in the Project Fund. The payments shall be made not more than 30 days after the Tax Increment Revenues are collected.

12. Disclaimer. By adoption of this Resolution and approval of the Plan, the City assumes no obligation or liability to the owner, developer, lessee or lessor of the Eligible Property for any loss or damage that may result to such persons from the adoption of this Resolution and Plan. The City makes no guarantees or representations as to the

ability of the Authority to capture tax increment revenues from the State and local school district taxes for the Plan.

13. Repealer. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same hereby are rescinded.

14. The City Clerk is requested to submit four (4) certified copies of this Resolution to the DBRA, 500 Griswold Street, Suite 2200, Detroit, MI 48226

AYES: Members

NAYS: Members

RESOLUTION DECLARED ADOPTED.

Janice Winfrey, City Clerk
City of Detroit
County of Wayne, Michigan

WAIVER OF RECONSIDERATION IS REQUESTED

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Detroit, County of Wayne, State of Michigan, at a regular meeting held on _____, 2022, and that said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, as amended, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

Janice Winfrey, City Clerk
City of Detroit
County of Wayne, Michigan

ADOPTED AS FOLLOWS COUNCIL MEMBERS

		YEAS	NAYS
Scott	BENSON	√	
Fred	DURHAL, III	√	
Latisha	JOHNSON		√
Gabriela	SANTIAGO-ROMERO		√
*James	TATE	√	
Mary	WATERS		√
Angela	WHITFIELD-CALLOWAY		√
Coleman	YOUNG, II	√	
MARY PRESIDENT	SHEFFIELD	√	
*PRESIDENT PRO TEM			
		5	4

Honorable City Council

January 5, 2023

12

EXHIBIT F

Approved Brownfield Plan

EXHIBIT A

CITY OF DETROIT
BROWNFIELD REDEVELOPMENT AUTHORITY

BROWNFIELD PLAN FOR THE
CODA BRUSH PARK REDEVELOPMENT PROJECT

Prepared by:

Brush Park Properties, LLC
79 Alfred Street
Detroit, MI 48201
Contact Person: Michael VanOverbeke
Phone: (248) 217-3876

PM Environmental, Inc
4080 W Eleven Mile Road
Berkley, MI 48072
Contact Person: Elizabeth Masserang
Phone: (248) 414-1441

11/4/2021

**CITY OF DETROIT
BROWNFIELD REDEVELOPMENT AUTHORITY
BROWNFIELD PLAN**

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	D. Supportive Letters	

- E. Estimated Cost of Eligible Activities
- F. TIF Tables
- G. BSE&E Acknowledgement and Other Environmental Documents
- H. Incentive Chart
- I. Eligibility Documentation

I. INTRODUCTION

In order to promote the revitalization of environmentally distressed and blighted areas within the boundaries of the City of Detroit, Michigan (the “City”), the City has established the City of Detroit Brownfield Redevelopment Authority (the “DBRA”) pursuant to Michigan Public Act 381 of 1996, as amended (“Act 381”).

The primary purpose of this Brownfield Plan (“Plan”) is to promote the redevelopment of and private investment in certain “brownfield” properties within the City. Inclusion of property within this Plan will facilitate financing of environmental response and other eligible activities at eligible properties, and will also provide tax incentives to eligible taxpayers willing to invest in revitalization of eligible sites, commonly referred to as “brownfields.” By facilitating redevelopment of brownfield properties, this Plan is intended to promote economic growth for the benefit of the residents of the City and all taxing units located within and benefited by the DBRA.

This Plan is intended to apply to the eligible property identified in this Plan and, if tax increment revenues are proposed to be captured from that eligible property, to identify and authorize the eligible activities to be funded by such tax increment revenues.

This Plan is intended to be a living document, which may be modified or amended in accordance with the requirements of Act 381, as necessary to achieve the purposes of Act 381. A subsequent change to the identification or designation of developer after the approval of this Plan by the governing body (as defined in Act 381) shall not necessitate an amendment to the Plan, affect the application of this Plan to the eligible property or impair the rights available to the DBRA under this Plan. The applicable sections of Act 381 are noted throughout the Plan for reference purposes.

This Plan describes the project to be completed (see Attachment C) and contains all of the information required by Section 13(2) of Act 381.

II. GENERAL PROVISIONS

A. Description of the Eligible Property (Section 13 (2)(h)) and the Project

The approved combined parcel includes approximately 1.07 acres. The property address and parcel identification number will be determined at a later date but prior to its incorporation on the 2022 tax roll. The former property addresses are 2827 John R Street, 105 Alfred Street, and 79 Alfred Street and are located in the City of Detroit, Wayne County, Michigan. The parcels and all tangible personal property located thereon will comprise the eligible property and is collectively referred to herein as the “Property.” The property includes 2827 John R Street, which is functionally obsolete, as further described in Section B herein.

Attachment A includes a site map of the Property. The Property is located in Detroit’s Brush Park, north of Downtown Detroit. The Property is bounded to the north by an alleyway, to the east by John R Street, to the south by Alfred Street, and to the west by the property line.

The eligible property will include all tangible personal property to be located on the real property. Former parcel information is outlined below as the current combined parcel has not yet been added to the tax roll. Please see Attachment A for proposed site layout and Attachment B for the legal description of the subject property parcel.

Former Addresses	Former Tax ID	Owner	Eligibility
2827 John R Street	01000669	Brush Park Properties, LLC	Functionally Obsolete
105 Alfred Street	01000668		
(A portion of) 79 Alfred Street	01000666-7		

Attachment B provides the legal descriptions for the eligible property.

Brush Park Properties, LLC is the project developer (“Developer”) and proposed future owner of the Property. The project includes constructing an expansive addition to incorporate the original building into a 5-story modern, mixed-use development. The building will include approximately 84,000 square feet of commercial and residential spaces. Approximately ten (10) luxury condominium units will be provided for purchase, totaling an estimated 22,000 square feet of living space. It is anticipated that the remaining portion of the building will be occupied by a restaurant and bar and office space, totaling approximately 15,000 square feet. Additionally, the building will feature an integrated parking deck for on-site parking.

It is currently anticipated construction will begin in the fall of 2021 and eligible activities will be completed in the fall of 2023. The project description provided herein is a summary of the proposed development at the Property at the time of the adoption of the Plan. The actual development may vary from the project description provided herein, without necessitating an amendment to this Plan, so long as such variations are not material and/or

arise as a result of changes in market and/or financing conditions affecting the project and/or are related to the addition or immaterial removal of amenities to the project. Any material changes, as determined by DBRA in its sole discretion, to the project description are subject to the approval of the DBRA staff and shall be consistent with the overall nature of the proposed development, its proposed public purpose, and the purposes of Act 381.

Attachment C provides a description of the project to be completed at the Property (the “Project”) and Attachment D includes letters of support for the Project.

B. Basis of Eligibility (Section 13 (2)(h) and Section 2 (o))

The Property is considered “eligible property” as defined by Act 381, Section 2 because (a) the Property was formerly utilized for a commercial purpose; (b) it is located within the City of Detroit, a qualified local governmental unit under Act 381; and (c) the Property is determined to be functionally obsolete as defined by Act 381.

The building’s deterioration has left it dangerous and unable to be used to adequately perform the function for which it was intended due to a substantial loss in value. The requisite affidavit signed by a level 3 or level 4 assessor certifying the assessor’s expert opinion that the Property is functionally obsolete shall be provided by Developer to the DBRA prior to approval of this Plan by the governing body. Further description of its eligibility is outlined below.

- The current configurations do not meet market demand for the original *commercial* purpose of the building, nor does it meet market demand for its future *residential* use.
- Mechanical and electrical systems must be replaced.
- Interior finishes have been stripped.
- Life safety systems (smoke detectors, fire alarm systems, exit signs and fire sprinklers) must be installed.
- The windows must be rehabilitated or replaced.
- The entire roof must be replaced.

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

The “eligible activities” that are intended to be carried out at the Property are considered “eligible activities” as defined by Section 2 of Act 381 because they include pre-approved activities, department specific activities, site demolition activities, infrastructure improvements, site preparation, and the development, preparation and implementation of a brownfield plan and/or Act 381 work plan.

A summary of the eligible activities and the estimated cost of each eligible activity intended to be reimbursed with tax increment revenues generated and captured from the Property are shown in the table attached hereto as Attachment E. The eligible activities described in Attachment E are not exhaustive. Subject to the approval of DBRA staff in writing, additional eligible activities may be carried out at the Property, without requiring an amendment to this Plan, so long as such eligible activities are permitted by Act 381 and the costs of such eligible activities do not exceed the total costs stated in Attachment E.

Unless otherwise agreed to in writing by the DBRA, all eligible activities shall commence within twenty-four (24) months after the date the governing body approves this Plan and be completed within three (3) years after execution of the Reimbursement Agreement (as that term is defined below). Any long-term monitoring or operation and maintenance activities or obligations that may be required will be performed in compliance with the terms of this Plan and any documents prepared pursuant to this Plan.

The Developer or its affiliate desires to be reimbursed for the costs of eligible activities as described below. Some eligible activities may commence prior to the adoption of this Plan and, to the extent permitted by Act 381, the costs of such eligible activities shall be reimbursable pursuant to the Reimbursement Agreement. Tax increment revenue generated by the Property will be captured by the DBRA and used to reimburse the cost of the eligible activities completed on the Property pursuant to the terms of a Reimbursement Agreement to be executed by the DBRA and the Developer (or its affiliate) after approval of this Plan (the "Reimbursement Agreement"), to the extent permitted by Act 381. In the event this Plan contemplates the capture of tax increment revenue derived from "taxes levied for school operating purposes" (as defined by Section 2(uu) of Act 381 and hereinafter referred to as "School Taxes"), the Developer and its affiliate acknowledge and agree that DBRA's obligation to reimburse the Developer or its affiliate for the cost of eligible activities with tax increment revenue derived from Local Taxes, or Specific Taxes that are considered Local Taxes, (as these capitalized terms are defined by Act 381) is contingent upon: (i) the Developer or its affiliate receiving at least the initial applicable work plan approvals by the Michigan Strategic Fund ("MSF") and the Michigan Department of Environment, Great Lakes, and Energy ("EGLE"), as may be required pursuant to Act 381; or (ii) the Developer or its affiliate providing the DBRA with evidence, satisfactory to DBRA, that the Developer or its affiliate has the financial means to complete the Project without the capture of, and subsequent reimbursement with, the contemplated School Taxes.

The costs listed in Attachment E are estimated costs and may increase or decrease depending upon the nature and extent of environmental contamination and other unknown conditions encountered on the Property. The actual cost of those eligible activities encompassed by this Plan that will qualify for reimbursement from tax increment revenues generated from the Property and captured by the DBRA shall be governed by the terms of the Reimbursement Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Act 381. The Reimbursement Agreement and this Plan will dictate the total cost of eligible activities subject to payment or reimbursement, provided that the total cost of eligible activities subject to payment or reimbursement under the Reimbursement Agreement shall not exceed the estimated costs set forth in Attachment E. As long as the total costs are not exceeded, line item costs of eligible activities may be adjusted after the date this Plan is approved by the governing body, to the extent the adjustments do not violate the terms of the approved EGLE or MSF work plan.

D. Estimate of Captured Taxable Value and Tax Increment Revenues (Section 13(2)(c)); Beginning Date of Capture of Tax Increment Revenues (Section 13(2)(f); Impact of Tax Increment Financing on Taxing Jurisdictions (Section 13(2)(g))

This Plan anticipates the capture of tax increment revenues to reimburse the Developer or its affiliate for the costs of eligible activities under this Plan in accordance with the Reimbursement Agreement. Subject to Section 13(b)(16) of Act 381, a table of estimated tax increment revenues to be captured is attached to this Plan as Attachment F.

Tax increments are projected to be captured and applied to (i) reimbursement of eligible activity costs and payment of DBRA administrative and operating expenses, (ii) make deposits into the State Brownfield Redevelopment Fund, and (iii) make deposits into the DBRA’s Local Brownfield Revolving Fund, as follows:

	Reimbursement Costs	Admin. Costs	State Brownfield Fund	Local Brownfield Revolving Fund	Totals
School Operating Tax	\$1,036,117	\$0	\$0	\$0	\$1,036,117
State Education Tax	\$184,385	\$0	\$380,492	\$0	\$564,877
City Operating	\$1,732,710	\$587,301	\$0	\$619,215	\$2,939,226
Library	\$402,148	\$136,308	\$0	\$143,715	\$682,171
Wayne County Charter (summer)	\$489,340	\$165,861	\$0	\$174,874	\$830,075
Wayne County Charter (winter)	\$85,949	\$29,132	\$0	\$30,716	\$145,798
Wayne County Jails	\$81,468	\$27,614	\$0	\$29,114	\$138,196
Wayne County Parks	\$21,355	\$7,238	\$0	\$7,632	\$36,225
HCMA	\$18,272	\$6,193	\$0	\$6,530	\$30,995
RESA Enhancement	\$173,358	\$58,760	\$0	\$61,953	\$294,070
Wayne County RESA	\$8,380	\$2,841	\$0	\$2,995	\$14,216
Wayne County Community Colleg	\$281,444	\$95,395	\$0	\$100,579	\$477,418
Wayne County Special Ed	\$292,473	\$99,133	\$0	\$104,520	\$496,127
TOTAL	\$4,807,400	\$1,215,776	\$380,492	\$1,281,842	\$7,685,510
<i>In Addition the following taxes are projected to be generated but shall not be captured during the life of this Plan:</i>					
City Debt	\$1,325,834				
School Debt and Judgment	\$1,915,093				
DIA	\$29,463				
Zoo	\$14,731				
Total	\$3,285,121				

In no event shall the duration of this Plan exceed thirty-five (35) years following the date of the governing body’s resolution approving this Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsection (5) of Section 13 of Act 381 or 30 years. Further, in no event shall the beginning date of the capture of tax increment revenues be later than five (5) years after the date of the governing body’s resolution approving this Plan or such other date authorized by Act 381. The beginning date of the capture of tax increment revenues is anticipated to be the 2023 tax year (commencing with the Winter property taxes).

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

The eligible activities are to be financed solely by the Developer or its affiliate. The DBRA will reimburse the Developer or its affiliate for the cost of approved eligible activities, but only from tax increment revenues generated and captured from the Property. No advances

have been or shall be made by the City or the DBRA for the costs of eligible activities under this Plan.

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

If agreed upon by the Developer (or its affiliate) and the DBRA, and so long as the applicable agency/department of the State of Michigan approves an Act 381 Work Plan including this Plan, the DBRA may incur note or bonded indebtedness to finance the purposes of this Plan; provided that any such note or bonded indebtedness contemplated by this section shall be (i) subject to approval by the DBRA Board of Directors and other approvals required in accordance and compliance with Act 381 and applicable law; (ii) non-recourse to the DBRA; and (iii) in an amount not to exceed the maximum amount of tax increment revenues authorized for capture under this Plan and any subsequent Act 381 work plan approvals.

The Developer or its affiliate intends to apply for tax abatements under the Neighborhood Enterprise Zone Act Exemption. If approved, these abatements will reduce the property tax obligations of the Property for the periods applicable under the tax abatement certificates, thereby reducing the amount of tax increment revenues available pursuant to this Plan. These abatements are included in the tax capture assumptions provided with this Plan in Attachment F.

Reimbursements under the Reimbursement Agreement shall not exceed the cost of eligible activities permitted under this Plan.

F. Duration of Plan (Section 13(2)(f))

Subject to Section 13b(16) of Act 381, the beginning date of capture of tax increment revenues for the Property shall occur in accordance with the tax increment financing (“TIF”) table described in Attachment F. In no event, however, shall this Plan extend beyond the maximum term allowed by Section 13(2)(f) of Act 381 for the duration of this Plan.

Furthermore, this Plan, or any subsequent amendment thereto, may be abolished or terminated in accordance with Section 14(8) of Act 381 in the event of any of the following:

- a. The governing body may abolish this Plan (or any subsequent amendment thereto) when it finds that the purposes for which this Plan was established have been accomplished.

b. The governing body may terminate this Plan (or any subsequent amendment thereto) if the project for which eligible activities were identified in this Plan (or any subsequent amendment thereto) fails to occur with respect to the eligible property for at least two (2) years following the date of the governing body resolution approving this Plan (or any subsequent amendment thereto), provided that the governing body first does both of the following: (i) gives 30 days' written notice to the Developer at its last known address by certified mail or other method that documents proof of delivery attempted; and (ii) provides the Developer with an opportunity to be heard at a public meeting.

Notwithstanding anything in this subsection to the contrary, this Plan (or any subsequent amendment thereto) shall not be abolished or terminated until the principal and interest on bonds, if any, issued under Section 17 of Act 381 and all other obligations to which the tax increment revenues are pledged have been paid or funds sufficient to make the payment have been identified or segregated.

G. Effective Date of Inclusion in Brownfield Plan

The Property will become a part of this Plan on the date this Plan is approved by the governing body.

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

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

I. Local Brownfield Revolving Fund ("LBRF") (Section 8; Section 13(2)(m))

The DBRA has established a Local Brownfield Revolving Fund (LBRF). The LBRF will consist of all tax increment revenues authorized to be captured and deposited in the LBRF, as specified in Section 13(5) of Act 381, under this Plan and any other plan of the DBRA. It may also include funds appropriated or otherwise made available from public or private sources.

The amount of tax increment revenue authorized for capture and deposit in the LBRF is estimated at \$1,281,842. All funds, if any, deposited in the LBRF shall be used in accordance with Section 8 of Act 381.

J. Brownfield Redevelopment Fund (Section 8a; Section 13(2)(m))

The DBRA shall pay to the Department of Treasury at least once annually an amount equal to fifty percent of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, that are captured under this Plan for up to the first twenty-five (25) years of the duration of capture of tax increment revenues for each eligible property included in this Plan. If the DBRA pays an amount equal to fifty percent of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, on a parcel of eligible property to the Department of Treasury under Section 13b(14) of Act 381, the percentage of local taxes levied on that parcel and used to reimburse eligible activities for

the Project under this Plan shall not exceed the percentage of local taxes levied on that parcel that would have been used to reimburse eligible activities for the Project under this Plan if the fifty percent of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, on that parcel were not paid to the Department of Treasury under Section 13b(14) of Act 381.

K. Developer’s Obligations, Representations and Warrants

The Developer and its affiliates shall comply with all applicable laws, ordinances, executive orders, or other regulations imposed by the City or any other properly constituted governmental authority with respect to the Property and shall use the Property in accordance with this Plan.

The Developer and its affiliates, at their sole cost and expense, shall be solely responsible for and shall fully comply with all applicable federal, state, and local relocation requirements in implementing this Plan.

The Developer represents and warrants that a Phase I Environmental Site Assessment (“ESA”), a Phase II ESA, baseline environmental assessment, and due care plan, pursuant to Part 201 of Michigan’s Natural Resources and Environmental Protection Act (MCL 324.20101 *et seq.*), have been performed on the Property (collectively, “Environmental Documents”). Attached hereto as Attachment G is the City of Detroit’s Department of Buildings, Safety Engineering and Environmental acknowledgement of its receipt of the Environmental Documents.

The Developer and its affiliates further represent and warrant that the Project does not and will not include a City of Detroit Land Bank Authority, Wayne County Land Bank Authority or State of Michigan Land Bank financing component.

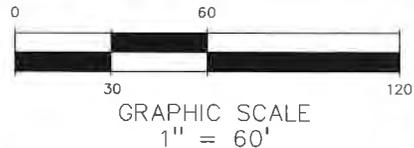
Except as otherwise agreed to by the DBRA, any breach of a representation or warranty contained in this Plan shall render the Plan invalid, subject to the Developer’s or its affiliate’s reasonable opportunity to cure as described in the Reimbursement Agreement.

III. ATTACHMENTS

ATTACHMENT A

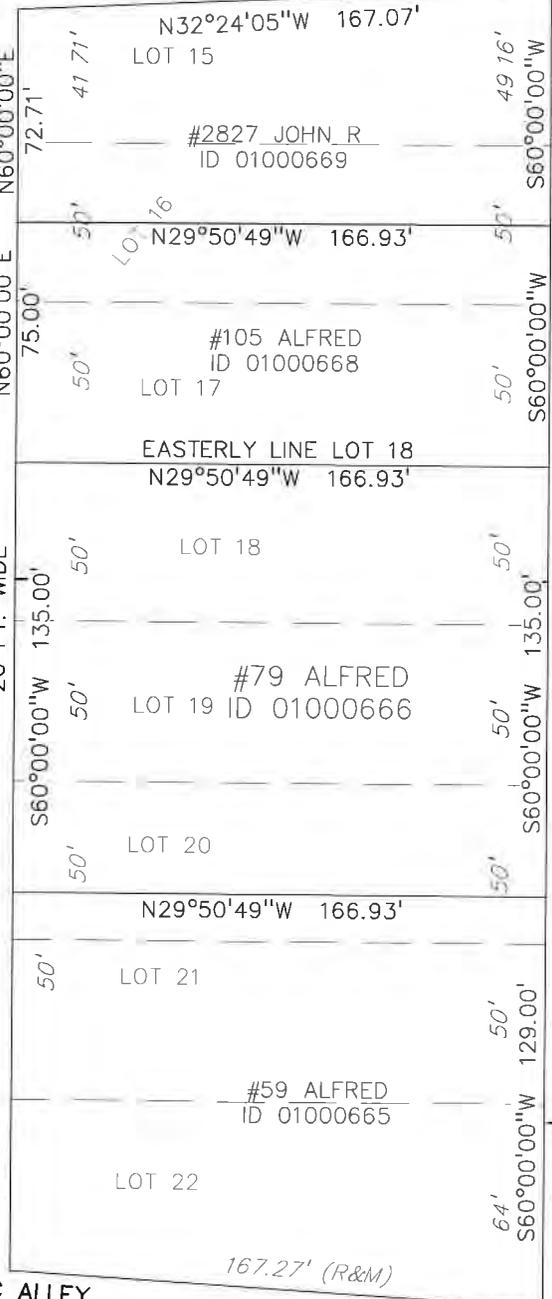
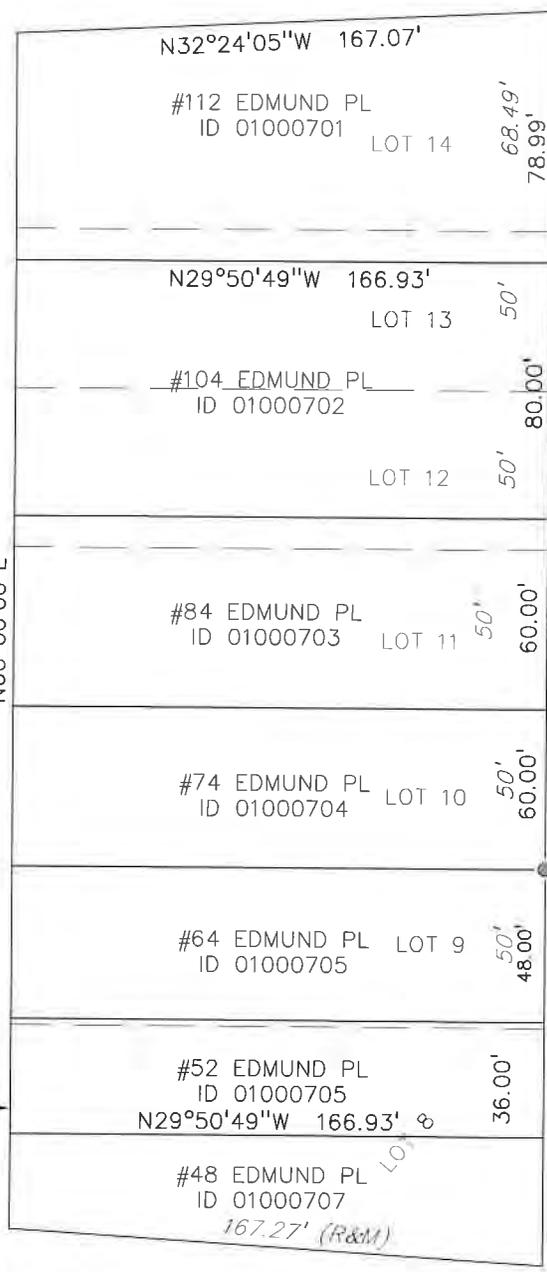
Site Map

LAND DIVISION/COMBINATION
PARENT PROPERTY
TO BE DIVIDED



JOHN R STREET
60 FT. WIDE—PUBLIC

WESTERLY LINE OF JOHN R STREET



EDMUND PL
60 FT. WIDE—PUBLIC

PUBLIC ALLEY
20 FT. WIDE

ALFRED STREET
60 FT. WIDE—PUBLIC

LOT 7 LOT 6 LOT 5 LOT 4 LOT 3 LOT 2 LOT 1

BLOCK 5
BRUSH SUBDIVISION OF PART OF
PARK LOTS 11, 12, & 13 LIBER 1
PAGE 191 OF DEEDS, WAYNE
COUNTY RECORDS

BASIS OF BEARINGS:
NORTH LINE OF ALFRED STREET
AS RECORDED IN "BRUSH SUBDIVISION" OF
PART OF PARK LOTS 11, 12, & 13, AS
RECORDED IN LIBER 1, PAGE 191 OF PLATS
WAYNE COUNTY RECORDS

LEGEND
● IRON FOUND
⊗ IRON SET
● MAG NAIL FOUND

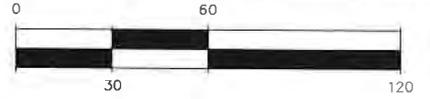
NOTE: THE SURVEYOR WAS NOT PROVIDED A TITLE COMMITMENT OR PROPERTY DEEDS.
PROPERTY DESCRIPTIONS WERE BASED ON CITY ASSESSING LEGAL DESCRIPTIONS.



PEA, Inc.
2430 Rochester Ct., Ste. 100
Troy, MI 48063-1872
t: 248.689.9090
f: 248.689.1044
www.peainc.com

CLIENT: BRUSH PARK PROPERTIES, LLC 79 ALFRED STREET DETROIT, MI 48207	SCALE: 1" = 60'	JOB No: 2018-056
	DATE: 6-09-20	DWG. No: 1 of 3

PROPERTY COMBINATION

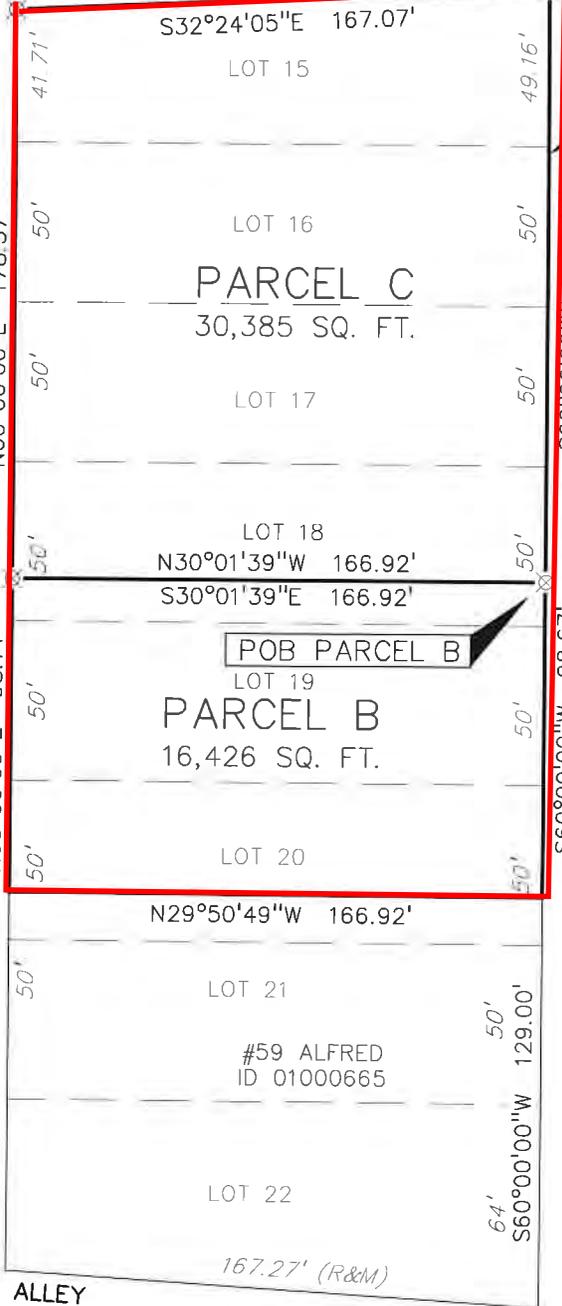
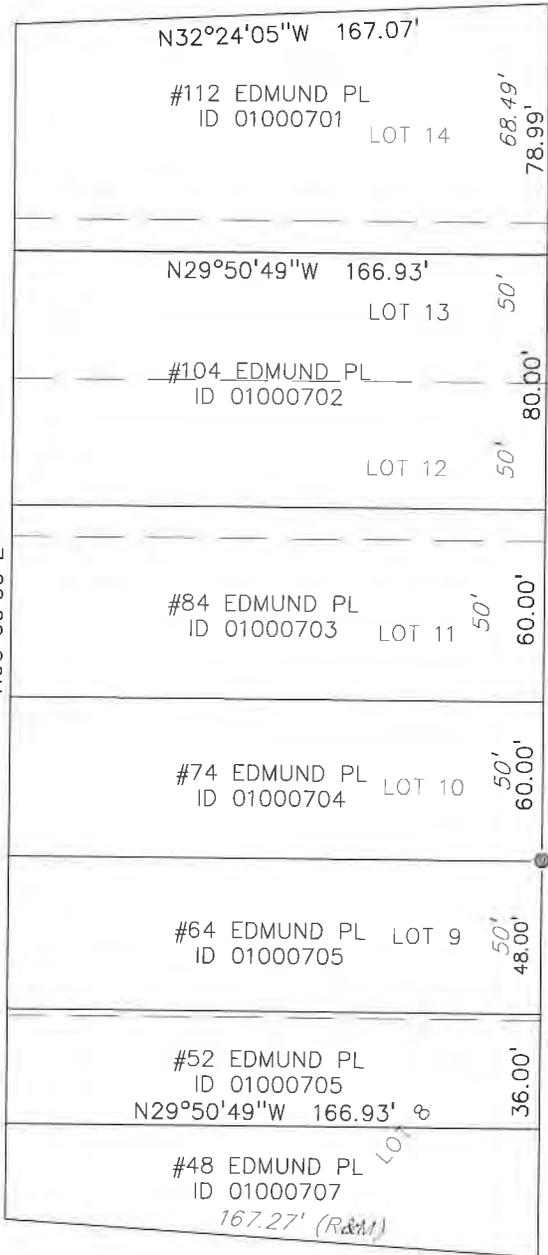


GRAPHIC SCALE
1" = 60'

JOHN R STREET
60 FT. WIDE—PUBLIC

POB PARCEL C

WESTERLY LINE OF JOHN R STREET



EDMUND PL
60 FT. WIDE—PUBLIC
N60°00'00\"/>

PUBLIC ALLEY 20 FT. WIDE
N60°00'00\"/>

NORTHERLY LINE OF
ALFRED STREET

ALFRED STREET
60 FT. WIDE—PUBLIC

LOT 7 LOT 6 LOT 5 LOT 4 LOT 3 LOT 2 LOT 1

BLOCK 5
BRUSH SUBDIVISION OF PART OF
PARK LOTS 11, 12, & 13 LIBER 41,
PAGE 593 OF DEEDS, WAYNE
COUNTY RECORDS

Basis of Bearings:
North line of Alfred Street
as recorded in "Brush Subdivision" of
part of Park Lots 11, 12, & 13, as
recorded in Liber 1, Page 191 of Plats
Wayne County Records

LEGEND

- IRON FOUND
- ⊗ IRON SET
- MAG NAIL FOUND



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CLIENT:
BRUSH PARK PROPERTIES, LLC
79 ALFRED STREET
DETROIT, MI 48207

SCALE: 1" = 60'

JOB No: 2018-056

DATE: 6-09-20

DWG. No: 2 of 3

PROPERTY COMBINATION

PARCEL B

A parcel of land described as a part of Lot 18, Lot 19, and a part of Lot 20 of "Brush Subdivision" of part of Block 5 of Park Lots 11, 12, & 13, as recorded in Liber 1, Page 191 of Plats, City of Detroit, Wayne County, Michigan being more particularly described as:

COMMENCING at the southeasterly corner of Lot 15 of said "Brush Subdivision", also being the intersection of the westerly line of John R Street (60 feet wide) and the northerly line of Alfred Street (60 feet wide); thence along said northerly line of Alfred Street South 60 degrees 00 minutes 00 seconds West 185.49 feet to the POINT OF BEGINNING; thence continuing along said northerly line South 60 degrees 00 minutes 00 seconds West 98.67 feet; thence North 29 degrees 50 minutes 49 seconds West 166.92 feet to the southerly line of a 20-foot wide Public Alley, on the northerly line of said Lot 20; thence along said southerly alley line North 60 degrees 00 minutes 00 seconds East 98.14 feet; thence South 30 degrees 01 minutes 39 seconds East 166.92 feet to the POINT OF BEGINNING. Containing 16,426 square feet, more or less and subject to easements and restrictions of record

PARCEL C

A parcel of land described as Lots 15, 16, 17, and a part of Lot 18 of "Brush Subdivision" of part of Block 5 of Park Lots 11, 12, & 13, as recorded in Liber 1, Page 191 of Plats, City of Detroit, Wayne County, Michigan being more particularly described as:

BEGINNING at the southeasterly corner of Lot 15 of said "Brush Subdivision", also being the intersection of the westerly line of John R Street (60 feet wide) and the northerly line of Alfred Street (60 feet wide); thence along said northerly line of Alfred Street South 60 degrees 00 minutes 00 seconds West 185.49 feet; thence North 30 degrees 01 minutes 39 seconds West 166.92 feet to the southerly line of a 20-foot wide Public Alley, on the northerly line of said Lot 18; thence along said southerly alley line North 60 degrees 00 minutes 00 seconds East 178.57 feet to the westerly line of said John R Street; thence along said westerly line South 32 degrees 24 minutes 05 seconds East 167.07 feet to the POINT OF BEGINNING. Containing 30,385 square feet, more or less and subject to easements and restrictions of record

I CERTIFY THAT I HAVE SURVEYED AND MAPPED THE LAND SHOWN HEREON, THAT THE RATIO OF CLOSURE OF THE UNADJUSTED FIELD OBSERVATIONS DOES NOT EXCEED 1 IN 5000 AND THAT THE REQUIREMENTS OF PA 132 OF 1970 HAVE BEEN COMPLIED WITH.

David L. Nepper 12/08/2020
 DAVID L. NEPPER, PS DATE
 Michigan Professional Surveyor No. 56855
 Agent for PEA, Inc.



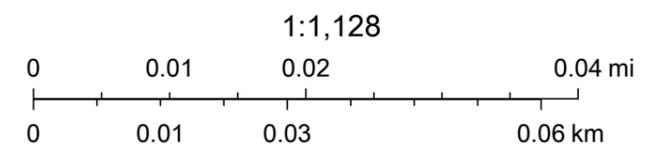
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CLIENT: BRUSH PARK PROPERTIES, LLC 79 ALFRED STREET DETROIT, MI 48207	SCALE: N.T.S.	JOB No: 2018-056
	DATE: 6-09-20	DWG. No: 3 of 3

Wayne County Parcel Viewer



May 24, 2019



Sources: Esri, HERE, Garmin, Intermap, increment P Corp., GEBCO, USGS, FAO, NPS, NRCAN, GeoBase, IGN, Kadaster NL, Ordnance Survey, Esri Japan, METI, Esri China (Hong Kong), (c) OpenStreetMap contributors, and the GIS User Community

ATTACHMENT B

Legal Descriptions of Eligible Property to which the Plan Applies

PROPERTY COMBINATION

PARCEL B

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David L. Nepper 12/08/2020
 DAVID L. NEPPER, PS DATE
 Michigan Professional Surveyor No. 56855
 Agent for PEA, Inc.



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CLIENT: BRUSH PARK PROPERTIES, LLC 79 ALFRED STREET DETROIT, MI 48207	SCALE: N.T.S.	JOB No: 2018-056
	DATE: 6-09-20	DWG. No: 3 of 3

ATTACHMENT C

Project Description

**Brush Park Development
2827 John R Street, 105 and 79 Alfred Street**

PROJECT DESCRIPTION

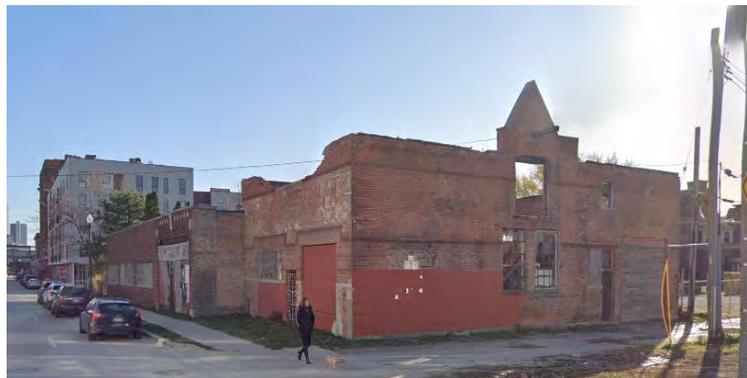
Development Team and Company Synopsis

Brush Park Properties, LLC, (BPP) is the project developer (“the Developer”). As the founder of BPP, Michael J. VanOverbeke, has a long history of development and historic preservation in Detroit’s Brush Park Neighborhood. VanOverbeke began restoring historic properties within the Neighborhood in 1993. Completed projects include the HP Pulling Home at 48 Edmund, the Hudson/Evans Home at 79 Alfred, the Lucien Moore Estate at 104 Edmund, and the Mt. Sinai Grand Lodge at 312 Watson. The Hudson/Evans Home has been enrolled on the National and State Register of Historic Places and is now home to Michael’s law firm; VanOverbeke, Michaud & Timmony P.C. It is here that VanOverbeke developed his vision for the current development as the property encompasses the lots adjacent to his law office. VanOverbeke envisions a contemporary response and a sustainable re-use of the historic carriage house into a mixed-use development. This project represents a first-of-its-kind design in Detroit.

The development team has selected AM Higley as the General Contractor and OOMBRA Architects as the architect.

Project Synopsis

The Developer has combined three parcels to prepare the land for the development of a mixed-use building located in Detroit’s Brush Park, north of Downtown. By renovating and expanding upon the existing commercial building, the development will total nearly 84,000 square feet.



The existing carriage house building (2827 John R Street) totals approximately 3,267 square feet and was constructed primarily in approximately 1890. The building has been used for a variety of commercial and light industrial purposes. Most recently, the building has served as an art design studio, auto trailer manufacturing, electric motor manufacturing, warehousing, and glazing operations. It is currently vacant.

The remaining land (formerly identified as 105 Alfred Street and a portion of 79 Alfred Street) are undeveloped.



The Brush Park Project will incorporate the original building facade and expansive additions to construct a five-story mixed-use development featuring commercial and residential spaces. Commercial spaces will be located on the first and second floors and will include a bar and restaurant (spanning approximately 9,306 square feet) and office space (totaling 5,456 square feet).

Residential space will consist of ten (10) luxury condominiums available for purchase. Eight (8) condos will be located on floors three through five of the main carriage house building and offered living spaces will include a variety of configurations. Units will vary in size, ranging from approximately 1,242 to 3,796 square feet. Two (2) townhomes will be built along the Alfred Street façade of the development. All condo units will include an outdoor patio space. In total, approximately 21,873 square feet of living space will be made available.

In addition, the building will incorporate an integrated, multi-story parking garage, providing approximately 70 onsite parking spaces with an additional 35 valet spaces. The parking structure will also serve as residential, commercial and public parking, complete with multiple Electric Vehicle charging ports.

Furthermore, the Brush Park Development will feature alleyway improvements to serve as a community gathering space. The space will include artfully crafted lighting, murals, and public seating areas with raised bed landscaping. Pavers and signage will complete the alley that will be accessible to the public creating an entertainment destination.

The building's redesign incorporates the original building façade and essential considerations specific to modern urban living. Development projects in Brush Park to date fall into two baskets, historic preservation of historic structures or contemporary new construction. This will be the first development in Brush Park incorporating the adaptive re-use of the remaining historic carriage house façade into the contemporary new construction of the five story building. The rehabilitation of the property also includes the repair or replacement of the deteriorated and/or damaged plaster, masonry, brick, and stone. Particular attention will be given to the preservation of the historic nature of the property when economically feasible by ensuring that any damaged decorative details will be replaced with material consistent with the current profile, finish, and color.



Upon completion, this project will bring a functionally obsolete building back to productive use, addressing the growing demand for residential, commercial, and parking space within Brush Park, and will further catalyze economic development in the area.

Project Investment Estimates

Capital Cost	Total Cost
Acquisition	\$ 2,000,000
Renovation/Rehabilitation	\$ 18,951,805
Soft Costs	\$ 4,862,268
Total Capital Costs	\$ 25,814,073

Additional Financing Incentives Associated with the Redevelopment

Substantial investment is necessary to rehabilitate the existing building and construct the expansive addition. In efforts to grow this project into a viable, long-term redevelopment, the Developer will also apply for a Neighborhood Enterprise Zone Tax Credit (NEZ) for the project's future residential occupants.

Cost/Benefit Analysis

The proposed project will help meet demand for restaurant, office space, housing stock, and parking in Detroit's Brush Park Neighborhood. Simultaneously, the Project will bring the property back to productive use after years of vacancy and neglect. This redevelopment is also part of a larger effort involving the Detroit Planning and Development Department to bring vibrancy, connectivity, and housing to Brush Park. Detroit's Master Plan describes plans to "[i]ncrease the vitality of commercial thoroughfares" by "encouraging high density mixed uses" which should incorporate infill housing. The project will incorporate the existing commercial building facade at 2827 John R Street, closing complying with the Plan's call to action.

The additional commercial and residential space within the Brush Park Neighborhood will contribute to new income tax for Detroit as a result of the creation of private investment. The project will provide a culinary destination, increase the density, and improve security by creating 24-hour occupancy. The project will create an aesthetically pleasing, yet functional development, further catalyzing additional economic development in the surrounding area. Local businesses in the area will benefit from an influx of new jobs into the area and an increase in spinoff consumer spending.

On a short-term basis, approximately 218 construction jobs will be created during the estimated 16-month construction period. On a long-term basis, the Developer anticipates the creation of approximately 37 full time equivalent (FTE) permanent indirect jobs at the new project. These are anticipated to be created by tenants and third-parties, which include parking services, property maintenance, and positions related to the restaurant which include management, food preparation, and waitstaff.

As needed, the development team will present at a skilled trades task force meeting and utilized the Michigan Minority Contractors Association to solicit bidders and garner opportunities to employ Detroit residents. If the D2D program is available within the necessary timeframes, the developer will utilize this as an additional procurement source.

ATTACHMENT D

Supportive Letters



**PLANNING AND
DEVELOPMENT DEPARTMENT**

Coleman A. Young Municipal Center
2 Woodward Avenue, Suite 808
Detroit, Michigan 48226

Phone 313•224•1339
www.detroitmi.gov

September 8, 2021

Ms. Jennifer Kanalos
Authorized Agent
Detroit Brownfield Redevelopment Authority
500 Griswold, Suite 2200
Detroit, Michigan 48226

RE: John R & Alfred St. Brownfield Redevelopment Plan

Dear Ms. Kanalos,

The Detroit Brownfield Redevelopment Authority (DBRA) has asked that the Planning and Development Department to review and comment on the John R & Alfred St. Brownfield Redevelopment Plan (the "Plan").

Brush Park Properties, LLC's, is the project developer ("Developer"). The property in the Plan consists of a future single parcel bounded by an alleyway to the north, John R to the east, Alfred Street to the south, and the property line to the west in the Brush Park neighborhood of Detroit.

The project consists of the redevelopment of a functionally obsolete structure, as well as significant new construction, to create a 5 story, mixed-use development. The development will consist of a single building containing 8 residential condominiums totaling approximately 22,000 s.f. of living space, approximately 15,000 s.f. of commercial space leased to a restaurant/bar and office users, and an approximately 70 space parking structure that also has space for an additional approximately 35 valet spaces. The project includes the following Brownfield eligible activities: demolition, site preparation, infrastructure improvements (including the parking structure), and environmental studies.

The project will redevelop a vacant and functionally obsolete property and greatly increase density and provide new, for-sale housing stock, commercial space, and off-street parking in the Brush Park neighborhood of Detroit. Total investment is estimated at \$24.8 million.

The review for this brownfield plan is complete and all comments have been forwarded to the developer. No adverse comments were received. The Planning and Development Department recommends approval of the brownfield plan as submitted.

Sincerely,

Russell Baltimore
Assistant Director Design Review
Planning and Development Department

c: B. Vosburg
C. Capler

Brush Park Properties - 2827 John R

Inbox



Mike Essian <Mike@acdmail.com>

Wed, Mar 17,
8:53 AM

to mjb@vmtlaw.com

Michael,

Happy to hear your project is moving forward at 2827 John R. This is an important project for our neighborhood. As you know, I am a neighborhood stakeholder in many aspects:

- Brush Park Resident (and property owner)
- Developer and business owner in Brush Park (Crystal Lofts, Brush Watson)
- Member of the Brush Park CDC Board
- Member of the Midtown Detroit Inc. Board

Your carriage house project is unique and well planned. The design incorporates the historic nature of the neighborhood while leaning into the contemporary design elements.

I strongly support your efforts and look forward to seeing it completed soon.

Please feel free to use me as a reference (share my cell number if needed).

Thanks!

Mike

Mike Essian | Vice President
American Community Developers, Inc.
20250 Harper Avenue | Detroit, MI 48225
Direct: 313-458-5611 | Cell: 313-539-5071 | Email: mike@acdmail.com

312 Watson, LLC

79 Alfred Street
Detroit, Michigan 48201

March 19, 2021

Michael VanOverbeke
Brush Park Properties
79 Alfred Street
Detroit, Michigan 48201

RE: Proposed Development at 2827 John R

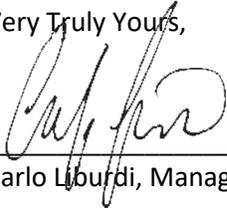
Dear Mr. VanOverbeke,

This letter is in support of your new development to be located at 2827 John R in Historic Brush Park in the City of Detroit. I have had the opportunity to review plans for your mixed-use development consisting of 8 condominiums, 2 townhomes, commercial office space, parking garage and commercial restaurant/lounge space. Your development plans will convert a dilapidated building and several vacant lots into an exciting, vibrant corner in the heart of this developing neighborhood.

I understand that this project requires the use of Brownfield Tax Increment Financing (TIF) in order to be financially feasible. By using this program, I appreciate that you will be able to successfully revitalize this important corner of our neighborhood and provide housing at an attainable price point. I look forward to meeting the new neighbors that this new development will bring to our community.

I am the owner/developer of the historic Mt. Sinai Grand Lodge building at 312 Watson in Brush Park as well as the developer of several other projects in Brush Park (i.e., the Lucien Moore home at 105 Edmund Pl, and new construction on the vacant lot at 112 Edmund Pl). I have been in Brush Park for over a decade and applaud all your previous developments in this neighborhood. I am certain this new development will be a great success in building our neighborhood.

Very Truly Yours,



Carlo L. Bourdi, Managing Member



March 5, 2021

Michael VanOverbeke
Brush Park Properties
79 Alfred Street
Detroit, Michigan 48207

RE: Proposed Project at 2827 John R in Brush Park

Dear Mr. VanOverbeke,

On behalf of Midtown Detroit, Inc. (MDI), I am writing this letter to express support of your proposed project at 2827 John R. As the local non-profit community and economic development organization in this neighborhood, we look forward to seeing another property in Brush Park be redeveloped.

The proposed mixed-use development celebrates the brick and mortar of the past with the contemporary spacious residences of Brush Park. This project is centrally located in the Brush Park neighborhood and will complement your past projects, as well as existing and future developments planned for this area.

We are very excited to hear that your project will bring to the neighborhood eight condominiums ranging between 1,120SF-3,700SF; two townhomes at 3,00SF each; 4,300SF of commercial office space; and 12,000SF commercial restaurant/lounge space. Additionally, we were pleased to hear the project proposes an 80-space parking deck to support this development as well as spaces for visitors.

The presence and commitment you have for Brush Park since the early 1990's is remarkable, and we have witnessed and applaud your previous rehabilitation and historic renovations projects. We look forward to seeing this larger project break ground and continue the positive development momentum in the Brush Park neighborhood.

Sincerely,

A handwritten signature in black ink that reads "Susan T. Mosey". The signature is written in a cursive style with a large initial 'S'.

Susan T. Mosey
Executive Director

Cora Capler

From: Carlo Liburdi <cliburdi@gmail.com>
Sent: Monday, November 22, 2021 12:54 PM
To: Cora Capler
Subject: CODA Support

To whom it may concern,

As a stakeholder in the Brush Park community (312 Watson; 112 Edmund Pl) I support the proposed CODA project. Michael VanOverbeke has been a member of this community for almost 30 years and his commitment to Brush Park is impressive. This project will integrate nicely with the recent development projects as well as the existing historic homes. Moreover, the developers commitment to integrating the historic carriage house regardless of construction challenges is commendable and shows his dedication to the preservation of the neighborhood's dwindling historic structures. I look forward to seeing the completion of this important project!

Best,

Carlo Liburdi

VANOVERBEKE
MICHAUD &
TIMMONY, P.C.
ATTORNEYS AND COUNSELORS

MICHAEL J. VANOVERBEKE
THOMAS C. MICHAUD
JACK TIMMONY
FRANCIS E. JUDD
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79 ALFRED STREET
DETROIT, MICHIGAN 48201
TEL: (313) 578-1200
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WWW.VMTLAW.COM

July 29, 2021

Michael VanOverbeke
Brush Park Properties, LLC
79 Alfred Street
Detroit, Michigan 48201

RE: Brownfield TIF - Proposed Development at 2827 John R

Dear Mr. VanOverbeke,

This firm is pleased to write this letter of support for the development of the site located at 2827 John R and 105 Alfred Street in Detroit's Brush Park neighborhood. These lots are adjacent to our law firm. Redeveloping the vacant lot at 105 Alfred and renovating portions of the building at 2827 John R will have a significant impact on this neighborhood. The design of this development will be a great addition to the architecture of the surrounding neighborhood.

As with many urban redevelopment projects that are developed on contaminated sites considered 'facilities' requiring extensive and costly environmental remediation, we understand that this project requires the use of Brownfield Tax Increment Financing (TIF) in order to be financially feasible. By using this program, you will be able to successfully revitalize this important corner of our neighborhood and provide housing at an attainable price point, bringing new resident to our community.

We acknowledge your relationship with this firm as a senior partner and accept that the support of this firm might be considered disingenuous by others. However, as the adjacent property owner at 79 Alfred Street, this firm will be directly impacted by this development. We sincerely believe this development will be beneficial to our property interests and the interests of the surrounding neighbors. We also appreciate your endeavors to engage the neighborhood residents to solicit input on the project's design.

Sincerely,



Thomas Michaud
Managing Partner

ATTACHMENT E

Estimated Cost of Eligible Activities Table

Table 1: Eligible Activities Cost Estimates

Item/Activity	Total Request	MSF Act 381 Eligible Activities	EGL Act 381 Eligible Activities
Pre-Approved Activities			
Phase I ESA	\$ 2,500		\$ 2,500
Pre-Approved Activities Sub-Total	\$ 2,500	\$ -	\$ 2,500
Demolition			
Building Demolition Activities	\$ 28,400	\$ 28,400	
Site Demolition Activities	\$ 110,000	\$ 110,000	
Demolition Sub-Total	\$ 138,400	\$ 138,400	\$ -
Infrastructure Improvements			
Urban Storm Water Management Systems (Green Roof)	\$ 45,000	\$ 45,000	
Underground and Multi-Level Parking Structures (public/private)*	\$ 3,669,600	\$ 3,669,600	
Side Walk Improvements	\$ 5,000	\$ 5,000	
Infrastructure Sub-Total	\$ 3,719,600	\$ 3,719,600	
Site Preparation			
Temporary Site Control (fencing, gates, signage and/or lighting)	\$ 100,000	\$ 100,000	
Relocation of Active Utilities (Electric, Gas, Water, Sewer)	\$ 100,000	\$ 100,000	
Excavation of Unstable Material	\$ 50,000	\$ 50,000	
Temporary Bracing/Sheeting/Shoring for Safety During Demo or to Address Special Soil Concerns during Construction of Open Cut Trenches	\$ 18,000	\$ 18,000	
Site Preparation Sub-Total	\$ 268,000	\$ 268,000	\$ -
Preparation of Brownfield Plan and Act 381 Workplan			
Brownfield Plan/381 Work Plan Preparation and Implementation	\$ 60,000	\$ 60,000	\$ -
Brownfield Plan and Act 381 Workplan Sub-Total	\$ 60,000	\$ 60,000	\$ -
Eligible Activities Sub-Total	\$ 4,188,500	\$ 4,186,000	\$ 2,500
15% Contingency**	\$ 618,900	\$ 618,900	
Developer Eligible Reimbursement Total	\$ 4,807,400	\$ 4,804,900	\$ 2,500
TIF Capture for Local Brownfield Revolving Fund	\$ 1,280,803		
Administrative Fee	\$ 1,215,776		
State Brownfield Fund	\$ 380,492		
Total	\$ 7,684,471	\$ 4,804,900	\$ 2,500

*Request is pro-rated to account for the portion of the parking structure related to residential and commercial operations, excluding valet

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

ATTACHMENT F

TIF Tables

Commercial Portion Capture Table
November 4, 2021 - Brownfield / NEZ
Proposed Brush Park Development - 105 Alfred St, Detroit

BROWNFIELD ONLY
DETROIT

Value (TV) Increase Rate: 1.50% Multiplier 1.015

Brownfield Plan Year	0	1	2	3	4	5	6	7	8	9	
Calendar Year	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031
Base Taxable Value (TV) - Ad Valorem	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178
Incremental Difference	\$ -	\$ 1,980,000	\$ 2,009,700	\$ 2,039,846	\$ 2,070,443	\$ 2,101,500	\$ 2,133,022	\$ 2,165,018	\$ 2,197,493	\$ 2,230,455	
TOTAL BASE VALUE	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178
TOTAL INCREMENTAL DIFFERENCE	\$ -	\$ 1,910,822	\$ 1,940,522	\$ 1,970,668	\$ 2,001,265	\$ 2,032,322	\$ 2,063,844	\$ 2,095,840	\$ 2,128,315	\$ 2,161,277	

School Capture Millage Rate

State Education Tax (SET)	6.0000	\$ -	\$ 11,465	\$ 11,643	\$ 11,824	\$ 12,008	\$ 12,194	\$ 12,383	\$ 12,575	\$ 12,770	\$ 12,968
School Operating Tax	16.8579	\$ -	\$ 32,212	\$ 32,713	\$ 33,221	\$ 33,737	\$ 34,261	\$ 34,792	\$ 35,331	\$ 35,879	\$ 36,435
School Total	22.8579	\$ -	\$ 43,677	\$ 44,356	\$ 45,045	\$ 45,745	\$ 46,455	\$ 47,175	\$ 47,906	\$ 48,649	\$ 49,402
School Brownfield Capturable Total	22.8579	\$ -	\$ 43,677	\$ 44,356	\$ 45,045	\$ 45,745	\$ 46,455	\$ 47,175	\$ 47,906	\$ 48,649	\$ 49,402

Local Capture

City Operating	19.9520	\$ -	\$ 38,125	\$ 38,717	\$ 39,319	\$ 39,929	\$ 40,549	\$ 41,178	\$ 41,816	\$ 42,464	\$ 43,122
Library	4.6307	\$ -	\$ 8,848	\$ 8,986	\$ 9,126	\$ 9,267	\$ 9,411	\$ 9,557	\$ 9,705	\$ 9,856	\$ 10,008
Wayne County Charter (summer)	5.6347	\$ -	\$ 10,767	\$ 10,934	\$ 11,104	\$ 11,277	\$ 11,452	\$ 11,629	\$ 11,809	\$ 11,992	\$ 12,178
Wayne County Charter (winter)	0.9897	\$ -	\$ 1,891	\$ 1,921	\$ 1,950	\$ 1,981	\$ 2,011	\$ 2,043	\$ 2,074	\$ 2,106	\$ 2,139
Wayne County Jails	0.9381	\$ -	\$ 1,793	\$ 1,820	\$ 1,849	\$ 1,877	\$ 1,907	\$ 1,936	\$ 1,966	\$ 1,997	\$ 2,027
Wayne County Parks	0.2459	\$ -	\$ 470	\$ 477	\$ 485	\$ 492	\$ 500	\$ 507	\$ 515	\$ 523	\$ 531
HCMA	0.2104	\$ -	\$ 402	\$ 408	\$ 415	\$ 421	\$ 428	\$ 434	\$ 441	\$ 448	\$ 455
RESA Enhancement	1.9962	\$ -	\$ 3,814	\$ 3,874	\$ 3,934	\$ 3,995	\$ 4,057	\$ 4,120	\$ 4,184	\$ 4,249	\$ 4,314
Wayne County RESA	0.0965	\$ -	\$ 184	\$ 187	\$ 190	\$ 193	\$ 196	\$ 199	\$ 202	\$ 205	\$ 209
Wayne County Community College	3.2408	\$ -	\$ 6,193	\$ 6,289	\$ 6,387	\$ 6,486	\$ 6,586	\$ 6,689	\$ 6,792	\$ 6,897	\$ 7,004
Wayne County Special Ed	3.36780	\$ -	\$ 6,435	\$ 6,535	\$ 6,637	\$ 6,740	\$ 6,844	\$ 6,951	\$ 7,058	\$ 7,168	\$ 7,279
Local Total	41.3028	\$ -	\$ 78,922	\$ 80,149	\$ 81,394	\$ 82,658	\$ 83,941	\$ 85,243	\$ 86,564	\$ 87,905	\$ 89,267
Local Brownfield Capturable Total	41.3028	\$ -	\$ 78,922	\$ 80,149	\$ 81,394	\$ 82,658	\$ 83,941	\$ 85,243	\$ 86,564	\$ 87,905	\$ 89,267

Non-Capturable Millages

City Debt	9.0000	\$ -	\$ 17,197	\$ 17,465	\$ 17,736	\$ 18,011	\$ 18,291	\$ 18,575	\$ 18,863	\$ 19,155	\$ 19,451
School Debt	13.0000	\$ -	\$ 24,841	\$ 25,227	\$ 25,619	\$ 26,016	\$ 26,420	\$ 26,830	\$ 27,246	\$ 27,668	\$ 28,097
Wayne County DIA	0.2000	\$ -	\$ 382	\$ 388	\$ 394	\$ 400	\$ 406	\$ 413	\$ 419	\$ 426	\$ 432
Wayne County Zoo	0.1000	\$ -	\$ 191	\$ 194	\$ 197	\$ 200	\$ 203	\$ 206	\$ 210	\$ 213	\$ 216
Total Non-Capturable Taxes	22.3000	\$ -	\$ 42,611	\$ 43,274	\$ 43,946	\$ 44,628	\$ 45,321	\$ 46,024	\$ 46,737	\$ 47,461	\$ 48,196

State and Local Total	86.4607	\$ -	\$ 165,211	\$ 167,779	\$ 170,385	\$ 173,031	\$ 175,716	\$ 178,441	\$ 181,208	\$ 184,016	\$ 186,866
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State and Local Total Capturable	64.1607	\$ -	\$ 122,600	\$ 124,505	\$ 126,439	\$ 128,403	\$ 130,395	\$ 132,418	\$ 134,471	\$ 136,554	\$ 138,669
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Footnotes (*):

Commercial Portion Capture Table
November 4, 2021 - Brownfield / NEZ
Proposed Brush Park Development - 105 Alfred St, Detroit

BROWNFIELD ONLY		Value (TV) Increase R										
DETROIT												
Brownfield Plan		10	11	12	13	14	15	16	17	18	19	20
Calendar Year		2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
Base Taxable Value (TV) - Ad Valorem	\$	69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178
Incremental Difference	\$	2,263,912	\$ 2,297,871	\$ 2,332,339	\$ 2,367,324	\$ 2,402,834	\$ 2,438,876	\$ 2,475,459	\$ 2,512,591	\$ 2,550,280	\$ 2,588,534	\$ 2,627,362
TOTAL BASE VALUE	\$	69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178
TOTAL INCREMENTAL DIFFERENCE	\$	2,194,734	\$ 2,228,693	\$ 2,263,161	\$ 2,298,146	\$ 2,333,656	\$ 2,369,698	\$ 2,406,281	\$ 2,443,413	\$ 2,481,102	\$ 2,519,356	\$ 2,558,184

School Capture	Millage Rate											
State Education Tax (SET)	6.0000	\$ 13,168	\$ 13,372	\$ 13,579	\$ 13,789	\$ 14,002	\$ 14,218	\$ 14,438	\$ 14,660	\$ 14,887	\$ 15,116	\$ 15,349
School Operating Tax	16.8579	\$ 36,999	\$ 37,571	\$ 38,152	\$ 38,742	\$ 39,341	\$ 39,948	\$ 40,565	\$ 41,191	\$ 41,826	\$ 42,471	\$ 43,126
School Total	22.8579	\$ 50,167	\$ 50,943	\$ 51,731	\$ 52,531	\$ 53,342	\$ 54,166	\$ 55,003	\$ 55,851	\$ 56,713	\$ 57,587	\$ 58,475
School Brownfield Capturable Total	22.8579	\$ 50,167	\$ 50,943	\$ 51,731	\$ 52,531	\$ 53,342	\$ 54,166	\$ 55,003	\$ 55,851	\$ 56,713	\$ 57,587	\$ 58,475

Local Capture												
City Operating	19.9520	\$ 43,789	\$ 44,467	\$ 45,155	\$ 45,853	\$ 46,561	\$ 47,280	\$ 48,010	\$ 48,751	\$ 49,503	\$ 50,266	\$ 51,041
Library	4.6307	\$ 10,163	\$ 10,320	\$ 10,480	\$ 10,642	\$ 10,806	\$ 10,973	\$ 11,143	\$ 11,315	\$ 11,489	\$ 11,666	\$ 11,846
Wayne County Charter (summer)	5.6347	\$ 12,367	\$ 12,558	\$ 12,752	\$ 12,949	\$ 13,149	\$ 13,353	\$ 13,559	\$ 13,768	\$ 13,980	\$ 14,196	\$ 14,415
Wayne County Charter (winter)	0.9897	\$ 2,172	\$ 2,206	\$ 2,240	\$ 2,274	\$ 2,310	\$ 2,345	\$ 2,381	\$ 2,418	\$ 2,456	\$ 2,493	\$ 2,532
Wayne County Jails	0.9381	\$ 2,059	\$ 2,091	\$ 2,123	\$ 2,156	\$ 2,189	\$ 2,223	\$ 2,257	\$ 2,292	\$ 2,328	\$ 2,363	\$ 2,400
Wayne County Parks	0.2459	\$ 540	\$ 548	\$ 557	\$ 565	\$ 574	\$ 583	\$ 592	\$ 601	\$ 610	\$ 620	\$ 629
HCMA	0.2104	\$ 462	\$ 469	\$ 476	\$ 484	\$ 491	\$ 499	\$ 506	\$ 514	\$ 522	\$ 530	\$ 538
RESA Enhancement	1.9962	\$ 4,381	\$ 4,449	\$ 4,518	\$ 4,588	\$ 4,658	\$ 4,730	\$ 4,803	\$ 4,878	\$ 4,953	\$ 5,029	\$ 5,107
Wayne County RESA	0.0965	\$ 212	\$ 215	\$ 218	\$ 222	\$ 225	\$ 229	\$ 232	\$ 236	\$ 239	\$ 243	\$ 247
Wayne County Community College	3.2408	\$ 7,113	\$ 7,223	\$ 7,334	\$ 7,448	\$ 7,563	\$ 7,680	\$ 7,798	\$ 7,919	\$ 8,041	\$ 8,165	\$ 8,291
Wayne County Special Ed	3.36780	\$ 7,391	\$ 7,506	\$ 7,622	\$ 7,740	\$ 7,859	\$ 7,981	\$ 8,104	\$ 8,229	\$ 8,356	\$ 8,485	\$ 8,615
Local Total	41.3028	\$ 90,649	\$ 92,051	\$ 93,475	\$ 94,920	\$ 96,387	\$ 97,875	\$ 99,386	\$ 100,920	\$ 102,476	\$ 104,056	\$ 105,660
Local Brownfield Capturable Total	41.3028	\$ 90,649	\$ 92,051	\$ 93,475	\$ 94,920	\$ 96,387	\$ 97,875	\$ 99,386	\$ 100,920	\$ 102,476	\$ 104,056	\$ 105,660

Non-Capturable Millages												
City Debt	9.0000	\$ 19,753	\$ 20,058	\$ 20,368	\$ 20,683	\$ 21,003	\$ 21,327	\$ 21,657	\$ 21,991	\$ 22,330	\$ 22,674	\$ 23,024
School Debt	13.0000	\$ 28,532	\$ 28,973	\$ 29,421	\$ 29,876	\$ 30,338	\$ 30,806	\$ 31,282	\$ 31,764	\$ 32,254	\$ 32,752	\$ 33,256
Wayne County DIA	0.2000	\$ 439	\$ 446	\$ 453	\$ 460	\$ 467	\$ 474	\$ 481	\$ 489	\$ 496	\$ 504	\$ 512
Wayne County Zoo	0.1000	\$ 219	\$ 223	\$ 226	\$ 230	\$ 233	\$ 237	\$ 241	\$ 244	\$ 248	\$ 252	\$ 256
Total Non-Capturable Taxes	22.3000	\$ 48,943	\$ 49,700	\$ 50,468	\$ 51,249	\$ 52,041	\$ 52,844	\$ 53,660	\$ 54,488	\$ 55,329	\$ 56,182	\$ 57,048

State and Local Total	86.4607	\$ 189,758	\$ 192,694	\$ 195,674	\$ 198,699	\$ 201,770	\$ 204,886	\$ 208,049	\$ 211,259	\$ 214,518	\$ 217,825	\$ 221,182
State and Local Total Capturable	64.1607	\$ 140,816	\$ 142,994	\$ 145,206	\$ 147,451	\$ 149,729	\$ 152,042	\$ 154,389	\$ 156,771	\$ 159,189	\$ 161,644	\$ 164,135

Footnotes (*):

Commercial Portion Capture Table
November 4, 2021 - Brownfield / NEZ
Proposed Brush Park Development - 105 Alfred St, Detroit

BROWNFIELD ONLY
DETROIT

Value (TV) Increase R

Brownfield Plan	21	22	23	24	25	26	27	28	TOTAL
Calendar Year	2043	2044	2045	2046	2047	2048	2049	2050	
Base Taxable Value (TV) - Ad Valorem	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178
Incremental Difference	\$ 2,666,773	\$ 2,706,775	\$ 2,747,376	\$ 2,788,587	\$ 2,830,416	\$ 2,872,872	\$ 2,915,965	\$ 2,959,704	
TOTAL BASE VALUE	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178
TOTAL INCREMENTAL DIFFERENCE	\$ 2,597,595	\$ 2,637,597	\$ 2,678,198	\$ 2,719,409	\$ 2,761,238	\$ 2,803,694	\$ 2,846,787	\$ 2,890,526	

School Capture	Millage Rate	21	22	23	24	25	26	27	28	
State Education Tax (SET)	6.0000	\$ 15,586	\$ 15,826	\$ 16,069	\$ 16,316	\$ 16,567	\$ 16,822	\$ 17,081	\$ 17,343	\$ 398,018
School Operating Tax	16.8579	\$ 43,790	\$ 44,464	\$ 45,149	\$ 45,844	\$ 46,549	\$ 47,264	\$ 47,991	\$ 48,728	\$ 1,118,291
School Total	22.8579	\$ 59,376	\$ 60,290	\$ 61,218	\$ 62,160	\$ 63,116	\$ 64,087	\$ 65,072	\$ 66,071	\$ 1,516,310
School Brownfield Capturable Total	22.8579	\$ 59,376	\$ 60,290	\$ 61,218	\$ 62,160	\$ 63,116	\$ 64,087	\$ 65,072	\$ 66,071	\$ 1,516,310

Local Capture	Millage Rate	21	22	23	24	25	26	27	28	
City Operating	19.9520	\$ 51,827	\$ 52,625	\$ 53,435	\$ 54,258	\$ 55,092	\$ 55,939	\$ 56,799	\$ 57,672	\$ 1,323,543
Library	4.6307	\$ 12,029	\$ 12,214	\$ 12,402	\$ 12,593	\$ 12,786	\$ 12,983	\$ 13,183	\$ 13,385	\$ 307,184
Wayne County Charter (summer)	5.6347	\$ 14,637	\$ 14,862	\$ 15,091	\$ 15,323	\$ 15,559	\$ 15,798	\$ 16,041	\$ 16,287	\$ 373,785
Wayne County Charter (winter)	0.9897	\$ 2,571	\$ 2,610	\$ 2,651	\$ 2,691	\$ 2,733	\$ 2,775	\$ 2,817	\$ 2,861	\$ 65,653
Wayne County Jails	0.9381	\$ 2,437	\$ 2,474	\$ 2,512	\$ 2,551	\$ 2,590	\$ 2,630	\$ 2,671	\$ 2,712	\$ 62,230
Wayne County Parks	0.2459	\$ 639	\$ 649	\$ 659	\$ 669	\$ 679	\$ 689	\$ 700	\$ 711	\$ 16,312
HCMCA	0.2104	\$ 547	\$ 555	\$ 563	\$ 572	\$ 581	\$ 590	\$ 599	\$ 608	\$ 13,957
RESA Enhancement	1.9962	\$ 5,185	\$ 5,265	\$ 5,346	\$ 5,428	\$ 5,512	\$ 5,597	\$ 5,683	\$ 5,770	\$ 132,421
Wayne County RESA	0.0965	\$ 251	\$ 255	\$ 258	\$ 262	\$ 266	\$ 271	\$ 275	\$ 279	\$ 6,401
Wayne County Community College	3.2408	\$ 8,418	\$ 8,548	\$ 8,680	\$ 8,813	\$ 8,949	\$ 9,086	\$ 9,226	\$ 9,368	\$ 214,983
Wayne County Special Ed	3.36780	\$ 8,748	\$ 8,883	\$ 9,020	\$ 9,158	\$ 9,299	\$ 9,442	\$ 9,587	\$ 9,735	\$ 223,408
Local Total	41.3028	\$ 107,288	\$ 108,940	\$ 110,617	\$ 112,319	\$ 114,047	\$ 115,800	\$ 117,580	\$ 119,387	\$ 2,739,877
Local Brownfield Capturable Total	41.3028	\$ 107,288	\$ 108,940	\$ 110,617	\$ 112,319	\$ 114,047	\$ 115,800	\$ 117,580	\$ 119,387	\$ 2,739,877

Non-Capturable Millages	Millage Rate	21	22	23	24	25	26	27	28	
City Debt	9.0000	\$ 23,378	\$ 23,738	\$ 24,104	\$ 24,475	\$ 24,851	\$ 25,233	\$ 25,621	\$ 26,015	\$ 597,027
School Debt	13.0000	\$ 33,769	\$ 34,289	\$ 34,817	\$ 35,352	\$ 35,896	\$ 36,448	\$ 37,008	\$ 37,577	\$ 862,372
Wayne County DIA	0.2000	\$ 520	\$ 528	\$ 536	\$ 544	\$ 552	\$ 561	\$ 569	\$ 578	\$ 13,267
Wayne County Zoo	0.1000	\$ 260	\$ 264	\$ 268	\$ 272	\$ 276	\$ 280	\$ 285	\$ 289	\$ 6,634
Total Non-Capturable Taxes	22.3000	\$ 57,926	\$ 58,818	\$ 59,724	\$ 60,643	\$ 61,576	\$ 62,522	\$ 63,483	\$ 64,459	\$ 1,479,300

State and Local Total	86.4607	\$ 224,590	\$ 228,048	\$ 231,559	\$ 235,122	\$ 238,739	\$ 242,409	\$ 246,135	\$ 249,917	\$ 5,735,487
State and Local Total Capturable	64.1607	\$ 166,664	\$ 169,230	\$ 171,835	\$ 174,479	\$ 177,163	\$ 179,887	\$ 182,652	\$ 185,458	\$ 4,256,186

Residential Portion Capture Table
November 4, 2021 - Brownfield / NEZ
Proposed Brush Park Development - 105 Alfred St, Detroit

NEZ NEW FACILITY
DETROIT

Estimated Taxable Value (TV) Increase Rate: 1.50% Multiplier 1.015

NEZ Year	0	0	1	2	3	4	5	6
Brownfield Plan Year	0	1	2	3	4	5	6	
Calendar Year	2021	2022	2023	2024	2025	2026	2027	2028
TOTAL BASE VALUE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL INCREMENTAL DIFFERENCE	\$ -	\$ 3,400,000	\$ 3,451,000	\$ 3,502,765	\$ 3,555,306	\$ 3,608,636	\$ 3,662,766	

School Capture	Millage Rate	NEZ Millage Rate	NEZ Millage Rate *(2)	NEZ Millage Rate *(3)	NEZ Millage Rate *(4)
State Education Tax (SET)	6.0000	1.5103	6.0000	6.0000	6.0000
School Operating Tax	0.0000	0.0000	0.0000	0.0000	0.0000
School Total	6.0000	1.5103	6.0000	6.0000	6.0000
School Brownfield Capturable Total	6.0000	1.5103	6.0000	6.0000	6.0000
Local Capture					
City Operating	19.9520	5.0222	12.4700	14.9640	17.4580
Library	4.6307	1.1656	2.8942	3.4730	4.0519
Wayne County Charter (summer)	5.6347	1.4183	3.5217	4.2260	4.9304
Wayne County Charter (winter)	0.9897	0.2491	0.6186	0.7423	0.8660
Wayne County Jails	0.9381	0.2361	0.5863	0.7036	0.8208
Wayne County Parks	0.2459	0.0619	0.1537	0.1844	0.2152
HCMA	0.2104	0.0530	0.1315	0.1578	0.1841
RESA Enhancement	1.9962	0.5025	1.2476	1.4972	1.7467
Wayne County RESA	0.0965	0.0243	0.0603	0.0724	0.0844
Wayne County Community College	3.2408	0.8158	2.0255	2.4306	2.8357
Wayne County Special Ed	3.36780	0.8477	2.1049	2.5259	2.9468
Local Total	41.3028	10.3965	25.8143	30.9771	36.1400
Local Brownfield Capturable Total	41.3028	10.3965	25.8143	30.9771	36.1400
Non-Capturable Millages					
City Debt	9.0000	2.2654	5.6250	6.7500	7.8750
School Debt	13.0000	3.2723	8.1250	9.7500	11.3750
Wayne County DIA	0.2000	0.0503	0.1250	0.1500	0.1750
Wayne County Zoo	0.1000	0.0252	0.0625	0.0750	0.0875
Total Non-Capturable Taxes	22.3000	5.6132	13.9375	16.7250	19.5125
Total	69.6028	17.5200	45.7518	53.7021	61.6525

\$ -	\$ 5,135	\$ 5,212	\$ 5,290	\$ 5,370	\$ 5,450	\$ 5,532	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ 5,135	\$ 5,212	\$ 5,290	\$ 5,370	\$ 5,450	\$ 5,532	\$ -	\$ -	\$ -
\$ -	\$ 5,135	\$ 5,212	\$ 5,290	\$ 5,370	\$ 5,450	\$ 5,532	\$ -	\$ -	\$ -
\$ -	\$ 17,075	\$ 17,332	\$ 17,592	\$ 17,855	\$ 18,123	\$ 18,395	\$ -	\$ -	\$ -
\$ -	\$ 3,963	\$ 4,023	\$ 4,083	\$ 4,144	\$ 4,206	\$ 4,269	\$ -	\$ -	\$ -
\$ -	\$ 4,822	\$ 4,895	\$ 4,968	\$ 5,043	\$ 5,118	\$ 5,195	\$ -	\$ -	\$ -
\$ -	\$ 847	\$ 860	\$ 873	\$ 886	\$ 899	\$ 912	\$ -	\$ -	\$ -
\$ -	\$ 803	\$ 815	\$ 827	\$ 840	\$ 852	\$ 865	\$ -	\$ -	\$ -
\$ -	\$ 210	\$ 214	\$ 217	\$ 220	\$ 223	\$ 227	\$ -	\$ -	\$ -
\$ -	\$ 180	\$ 183	\$ 186	\$ 188	\$ 191	\$ 194	\$ -	\$ -	\$ -
\$ -	\$ 1,708	\$ 1,734	\$ 1,760	\$ 1,786	\$ 1,813	\$ 1,840	\$ -	\$ -	\$ -
\$ -	\$ 83	\$ 84	\$ 85	\$ 86	\$ 88	\$ 89	\$ -	\$ -	\$ -
\$ -	\$ 2,774	\$ 2,815	\$ 2,857	\$ 2,900	\$ 2,944	\$ 2,988	\$ -	\$ -	\$ -
\$ -	\$ 2,882	\$ 2,925	\$ 2,969	\$ 3,014	\$ 3,059	\$ 3,105	\$ -	\$ -	\$ -
\$ -	\$ 35,348	\$ 35,878	\$ 36,416	\$ 36,963	\$ 37,517	\$ 38,080	\$ -	\$ -	\$ -
\$ -	\$ 35,348	\$ 35,878	\$ 36,416	\$ 36,963	\$ 37,517	\$ 38,080	\$ -	\$ -	\$ -
\$ -	\$ 7,702	\$ 7,818	\$ 7,935	\$ 8,054	\$ 8,175	\$ 8,298	\$ -	\$ -	\$ -
\$ -	\$ 11,126	\$ 11,293	\$ 11,462	\$ 11,634	\$ 11,808	\$ 11,986	\$ -	\$ -	\$ -
\$ -	\$ 171	\$ 174	\$ 176	\$ 179	\$ 182	\$ 184	\$ -	\$ -	\$ -
\$ -	\$ 86	\$ 87	\$ 88	\$ 89	\$ 91	\$ 92	\$ -	\$ -	\$ -
\$ -	\$ 19,085	\$ 19,371	\$ 19,662	\$ 19,957	\$ 20,256	\$ 20,560	\$ -	\$ -	\$ -
\$ -	\$ 59,568	\$ 60,462	\$ 61,368	\$ 62,289	\$ 63,223	\$ 64,172	\$ -	\$ -	\$ -

Total Tax Increment Revenue (TIR) Available for Capture

\$ - \$ 40,483 \$ 41,090 \$ 41,707 \$ 42,332 \$ 42,967 \$ 43,612

Footnotes (*):
(1) Base Taxable Value is estimated proportionally based on proposed portion of the building anticipated to be renovated as residential
(2) In Year 13 of NEZ, NEZ Tax Rate = Sum of 5/8 of total mills levied for operating purposes by local government unit (LGU) and county, plus total mills collected under General Property Tax Act
(3) In Year 14 of NEZ, NEZ Tax Rate = Sum of 3/4 of total mills levied for operating purposes by LGU and county, plus total mills collected under General Property Tax Act
(4) In Year 15 of NEZ, NEZ Tax Rate = Sum of 7/8 of total mills levied for operating purposes by LGU and county, plus total mills collected under General Property Tax Act

Residential Portion Capture Table
November 4, 2021 - Brownfield / NEZ
Proposed Brush Park Development - 105 Alfred St, Detroit

NEZ NEW FACILITY
DETROIT

7	8	9	10	11	12	13	14	15
7	8	9	10	11	12	13	14	15
2029	2030	2031	2032	2033	2034	2035	2036	2037
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 3,717,707	\$ 3,773,473	\$ 3,830,075	\$ 3,887,526	\$ 3,945,839	\$ 4,005,026	\$ 4,065,102	\$ 4,126,078	\$ 4,187,969

	Millage Rate	7	8	9	10	11	12	13	14	15
School Capture										
State Education Tax (SET)	6.0000	\$ 5,615	\$ 5,699	\$ 5,785	\$ 5,871	\$ 5,959	\$ 6,049	\$ 24,391	\$ 24,756	\$ 25,127.82
School Operating Tax	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
School Total	6.0000	\$ 5,615	\$ 5,699	\$ 5,785	\$ 5,871	\$ 5,959	\$ 6,049	\$ 24,391	\$ 24,756	\$ 25,127.82
School Brownfield Capturable Total	6.0000	\$ 5,615	\$ 5,699	\$ 5,785	\$ 5,871	\$ 5,959	\$ 6,049	\$ 24,391	\$ 24,756	\$ 25,127.82
Local Capture										
City Operating	19.9520	\$ 18,671	\$ 18,951	\$ 19,235	\$ 19,524	\$ 19,817	\$ 20,114	\$ 50,692	\$ 61,743	\$ 73,113.57
Library	4.6307	\$ 4,333	\$ 4,398	\$ 4,464	\$ 4,531	\$ 4,599	\$ 4,668	\$ 11,765	\$ 14,330	\$ 16,969.08
Wayne County Charter (summer)	5.6347	\$ 5,273	\$ 5,352	\$ 5,432	\$ 5,514	\$ 5,597	\$ 5,680	\$ 14,316	\$ 17,437	\$ 20,648.21
Wayne County Charter (winter)	0.9897	\$ 926	\$ 940	\$ 954	\$ 968	\$ 983	\$ 998	\$ 2,515	\$ 3,063	\$ 3,626.73
Wayne County Jails	0.9381	\$ 878	\$ 891	\$ 904	\$ 918	\$ 932	\$ 946	\$ 2,383	\$ 2,903	\$ 3,437.64
Wayne County Parks	0.2459	\$ 230	\$ 234	\$ 237	\$ 241	\$ 244	\$ 248	\$ 625	\$ 761	\$ 901.09
HCMA	0.2104	\$ 197	\$ 200	\$ 203	\$ 206	\$ 209	\$ 212	\$ 535	\$ 651	\$ 771.01
RESA Enhancement	1.9962	\$ 1,868	\$ 1,896	\$ 1,925	\$ 1,953	\$ 1,983	\$ 2,012	\$ 5,072	\$ 6,177	\$ 7,315.02
Wayne County RESA	0.0965	\$ 90	\$ 92	\$ 93	\$ 94	\$ 96	\$ 97	\$ 245	\$ 299	\$ 353.62
Wayne County Community College	3.2408	\$ 3,033	\$ 3,078	\$ 3,124	\$ 3,171	\$ 3,219	\$ 3,267	\$ 8,234	\$ 10,029	\$ 11,875.83
Wayne County Special Ed	3.36780	\$ 3,152	\$ 3,199	\$ 3,247	\$ 3,296	\$ 3,345	\$ 3,395	\$ 8,557	\$ 10,422	\$ 12,341.21
Local Total	41.3028	\$ 38,651	\$ 39,231	\$ 39,819	\$ 40,417	\$ 41,023	\$ 41,638	\$ 104,938	\$ 127,814	\$ 151,353.01
Local Brownfield Capturable Total	41.3028	\$ 38,651	\$ 39,231	\$ 39,819	\$ 40,417	\$ 41,023	\$ 41,638	\$ 104,938	\$ 127,814	\$ 151,353.01
Non-Capturable Millages										
City Debt	9.0000	\$ 8,422	\$ 8,549	\$ 8,677	\$ 8,807	\$ 8,939	\$ 9,073	\$ 22,866	\$ 27,851	\$ 32,980.26
School Debt	13.0000	\$ 12,165	\$ 12,348	\$ 12,533	\$ 12,721	\$ 12,912	\$ 13,106	\$ 33,029	\$ 40,229	\$ 47,638.15
Wayne County DIA	0.2000	\$ 187	\$ 190	\$ 193	\$ 196	\$ 199	\$ 202	\$ 508	\$ 619	\$ 732.89
Wayne County Zoo	0.1000	\$ 94	\$ 95	\$ 96	\$ 98	\$ 99	\$ 101	\$ 254	\$ 309	\$ 366.45
Total Non-Capturable Taxes	22.3000	\$ 20,868	\$ 21,181	\$ 21,499	\$ 21,822	\$ 22,149	\$ 22,481	\$ 56,657	\$ 69,009	\$ 81,717.75
Total	69.6028	\$ 65,134	\$ 66,111	\$ 67,103	\$ 68,109	\$ 69,131	\$ 70,168	\$ 185,986	\$ 221,579	\$ 258,199

Total Tax Increment Revenue (\$ 44,266 \$ 44,930 \$ 45,604 \$ 46,288 \$ 46,982 \$ 47,687 \$ 129,328 \$ 152,570 \$ 176,481

Residential Portion Capture Table
November 4, 2021 - Brownfield / NEZ
Proposed Brush Park Development - 105 Alfred St, Detroit

NEZ NEW FACILITY
DETROIT

	16	17	18	19	20	21	22	23	24
	2038	2039	2040	2041	2042	2043	2044	2045	2046
\$	-	-	-	-	-	-	-	-	-
\$	4,250,789	4,314,551	4,379,269	4,444,958	4,511,633	4,579,307	4,647,997	4,717,717	4,788,482

		Millage Rate																	
School Capture																			
State Education Tax (SET)	6.0000	\$	25,505	\$	25,887	\$	26,276	\$	26,670	\$	27,070	\$	27,476	\$	27,888	\$	28,306	\$	28,731
School Operating Tax	0.0000	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
School Total	6.0000	\$	25,505	\$	25,887	\$	26,276	\$	26,670	\$	27,070	\$	27,476	\$	27,888	\$	28,306	\$	28,731
School Brownfield Capturable Total	6.0000	\$	25,505	\$	25,887	\$	26,276	\$	26,670	\$	27,070	\$	27,476	\$	27,888	\$	28,306	\$	28,731

Local Capture																			
City Operating	19.9520	\$	84,812	\$	86,084	\$	87,375	\$	88,686	\$	90,016	\$	91,366	\$	92,737	\$	94,128	\$	95,540
Library	4.6307	\$	19,684	\$	19,979	\$	20,279	\$	20,583	\$	20,892	\$	21,205	\$	21,523	\$	21,846	\$	22,174
Wayne County Charter (summer)	5.6347	\$	23,952	\$	24,311	\$	24,676	\$	25,046	\$	25,422	\$	25,803	\$	26,190	\$	26,583	\$	26,982
Wayne County Charter (winter)	0.9897	\$	4,207	\$	4,270	\$	4,334	\$	4,399	\$	4,465	\$	4,532	\$	4,600	\$	4,669	\$	4,739
Wayne County Jails	0.9381	\$	3,988	\$	4,047	\$	4,108	\$	4,170	\$	4,232	\$	4,296	\$	4,360	\$	4,426	\$	4,492
Wayne County Parks	0.2459	\$	1,045	\$	1,061	\$	1,077	\$	1,093	\$	1,109	\$	1,126	\$	1,143	\$	1,160	\$	1,177
HCMA	0.2104	\$	894	\$	908	\$	921	\$	935	\$	949	\$	963	\$	978	\$	993	\$	1,007
RESA Enhancement	1.9962	\$	8,485	\$	8,613	\$	8,742	\$	8,873	\$	9,006	\$	9,141	\$	9,278	\$	9,418	\$	9,559
Wayne County RESA	0.0965	\$	410	\$	416	\$	423	\$	429	\$	435	\$	442	\$	449	\$	455	\$	462
Wayne County Community College	3.2408	\$	13,776	\$	13,983	\$	14,192	\$	14,405	\$	14,621	\$	14,841	\$	15,063	\$	15,289	\$	15,519
Wayne County Special Ed	3.36780	\$	14,316	\$	14,531	\$	14,749	\$	14,970	\$	15,194	\$	15,422	\$	15,654	\$	15,888	\$	16,127
Local Total	41.3028	\$	175,569	\$	178,203	\$	180,876	\$	183,589	\$	186,343	\$	189,138	\$	191,975	\$	194,855	\$	197,778
Local Brownfield Capturable Total	41.3028	\$	175,569	\$	178,203	\$	180,876	\$	183,589	\$	186,343	\$	189,138	\$	191,975	\$	194,855	\$	197,778

Non-Capturable Millages																			
City Debt	9.0000	\$	38,257	\$	38,831	\$	39,413	\$	40,005	\$	40,605	\$	41,214	\$	41,832	\$	42,459	\$	43,096
School Debt	13.0000	\$	55,260	\$	56,089	\$	56,930	\$	57,784	\$	58,651	\$	59,531	\$	60,424	\$	61,330	\$	62,250
Wayne County DIA	0.2000	\$	850	\$	863	\$	876	\$	889	\$	902	\$	916	\$	930	\$	944	\$	958
Wayne County Zoo	0.1000	\$	425	\$	431	\$	438	\$	444	\$	451	\$	458	\$	465	\$	472	\$	479
Total Non-Capturable Taxes	22.3000	\$	94,793	\$	96,214	\$	97,658	\$	99,123	\$	100,609	\$	102,119	\$	103,650	\$	105,205	\$	106,783

Total	69.6028	\$	295,867	\$	300,305	\$	304,809	\$	309,382	\$	314,022	\$	318,733	\$	323,514	\$	328,366	\$	333,292
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Total Tax Increment Revenue (\$	201,074	\$	204,090	\$	207,152	\$	210,259	\$	213,413	\$	216,614	\$	219,863	\$	223,161	\$	226,509	

Residential Portion Capture Table
November 4, 2021 - Brownfield / NEZ
Proposed Brush Park Development - 105 Alfred St, Detroit

NEZ NEW FACILITY
DETROIT

	25	26	27	28	TOTAL
	2047	2048	2049	2050	
\$	-	-	-	-	
\$	4,860,310	4,933,214	5,007,212	5,082,321	

	Millage Rate					
School Capture						
State Education Tax (SET)	6.0000	\$ 29,162	\$ 29,599	\$ 30,043	\$ 30,494	\$ 504,348
School Operating Tax	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -
School Total	6.0000	\$ 29,162	\$ 29,599	\$ 30,043	\$ 30,494	\$ 504,348
School Brownfield Capturable Total	6.0000	\$ 29,162	\$ 29,599	\$ 30,043	\$ 30,494	\$ 504,348

Local Capture						
City Operating	19.9520	\$ 96,973	\$ 98,427	\$ 99,904	\$ 101,402	\$ 1,615,683
Library	4.6307	\$ 22,507	\$ 22,844	\$ 23,187	\$ 23,535	\$ 374,987
Wayne County Charter (summer)	5.6347	\$ 27,386	\$ 27,797	\$ 28,214	\$ 28,637	\$ 456,290
Wayne County Charter (winter)	0.9897	\$ 4,810	\$ 4,882	\$ 4,956	\$ 5,030	\$ 80,144
Wayne County Jails	0.9381	\$ 4,559	\$ 4,628	\$ 4,697	\$ 4,768	\$ 75,966
Wayne County Parks	0.2459	\$ 1,195	\$ 1,213	\$ 1,231	\$ 1,250	\$ 19,913
HCMA	0.2104	\$ 1,023	\$ 1,038	\$ 1,054	\$ 1,069	\$ 17,038
RESA Enhancement	1.9962	\$ 9,702	\$ 9,848	\$ 9,995	\$ 10,145	\$ 161,649
Wayne County RESA	0.0965	\$ 469	\$ 476	\$ 483	\$ 490	\$ 7,814
Wayne County Community College	3.2408	\$ 15,751	\$ 15,988	\$ 16,227	\$ 16,471	\$ 262,435
Wayne County Special Ed	3.36780	\$ 16,369	\$ 16,614	\$ 16,863	\$ 17,116	\$ 272,719
Local Total	41.3028	\$ 200,744	\$ 203,756	\$ 206,812	\$ 209,914	\$ 3,344,639
Local Brownfield Capturable Total	41.3028	\$ 200,744	\$ 203,756	\$ 206,812	\$ 209,914	

Non-Capturable Millages						
City Debt	9.0000	\$ 43,743	\$ 44,399	\$ 45,065	\$ 45,741	\$ 728,807
School Debt	13.0000	\$ 63,184	\$ 64,132	\$ 65,094	\$ 66,070	\$ 1,052,721
Wayne County DIA	0.2000	\$ 972	\$ 987	\$ 1,001	\$ 1,016	\$ 16,196
Wayne County Zoo	0.1000	\$ 486	\$ 493	\$ 501	\$ 508	\$ 8,098
Total Non-Capturable Taxes	22.3000	\$ 108,385	\$ 110,011	\$ 111,661	\$ 113,336	\$ 1,805,821

Total	69.6028	\$ 338,291	\$ 343,366	\$ 348,516	\$ 353,744	\$ 5,654,808
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Total Tax Increment Revenue (\$ 229,906	\$ 233,355	\$ 236,855	\$ 240,408	\$ 504,348
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Combined Capture Table
November 4, 2021 - Brownfield / NEZ
Proposed Brush Park Development - 105 Alfred St, Detroit

COMBINED SHEET		Value (TV) Increase Rate:	Multiplier											
DETROIT		1.50%	1.015											
Tax Abatement Year	0	0	1	2	3	4	5	6	7	8	9	10		
Brownfield Plan Year	0	0	1	2	3	4	5	6	7	8	9	10		
Calendar Year	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032		
Base Taxable Value (TV) - Ad Valorem	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178		
Estimated TV	\$ -	\$ -	\$ 5,380,000	\$ 5,460,700	\$ 5,542,611	\$ 5,625,750	\$ 5,710,136	\$ 5,795,788	\$ 5,882,725	\$ 5,970,966	\$ 6,060,530	\$ 6,151,438		
Incremental Difference	\$ -	\$ -	\$ 5,380,000	\$ 5,460,700	\$ 5,542,611	\$ 5,625,750	\$ 5,710,136	\$ 5,795,788	\$ 5,882,725	\$ 5,970,966	\$ 6,060,530	\$ 6,151,438		
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
TOTAL BASE VALUE	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178		
TOTAL INCREMENTAL DIFFERENCE	\$ -	\$ -	\$ 5,310,822	\$ 5,391,522	\$ 5,473,433	\$ 5,556,572	\$ 5,640,958	\$ 5,726,610	\$ 5,813,547	\$ 5,901,788	\$ 5,991,352	\$ 6,082,260		

School Capture	Millage Rate												
State Education Tax (SET)	6.0000	\$ -	\$ 16,600	\$ 16,855	\$ 17,114	\$ 17,377	\$ 17,644	\$ 17,915	\$ 18,190	\$ 18,469	\$ 18,752	\$ 19,040	
School Operating Tax	16.8579	\$ -	\$ 32,212	\$ 32,713	\$ 33,221	\$ 33,737	\$ 34,261	\$ 34,792	\$ 35,331	\$ 35,879	\$ 36,435	\$ 36,999	
School Total	22.8579	\$ -	\$ 48,812	\$ 49,568	\$ 50,335	\$ 51,114	\$ 51,905	\$ 52,707	\$ 53,521	\$ 54,348	\$ 55,187	\$ 56,038	
School Brownfield Capturable Total	22.8579	\$ -	\$ 48,812	\$ 49,568	\$ 50,335	\$ 51,114	\$ 51,905	\$ 52,707	\$ 53,521	\$ 54,348	\$ 55,187	\$ 56,038	

Local Capture	Millage Rate												
City Operating	19.9520	\$ -	\$ 55,200	\$ 56,049	\$ 56,910	\$ 57,785	\$ 58,672	\$ 59,573	\$ 60,487	\$ 61,415	\$ 62,357	\$ 63,313	
Library	4.6307	\$ -	\$ 12,812	\$ 13,009	\$ 13,208	\$ 13,411	\$ 13,617	\$ 13,826	\$ 14,039	\$ 14,254	\$ 14,473	\$ 14,695	
Wayne County Charter (summer)	5.6347	\$ -	\$ 15,589	\$ 15,829	\$ 16,072	\$ 16,319	\$ 16,570	\$ 16,824	\$ 17,082	\$ 17,344	\$ 17,610	\$ 17,880	
Wayne County Charter (winter)	0.9897	\$ -	\$ 2,738	\$ 2,780	\$ 2,823	\$ 2,866	\$ 2,910	\$ 2,955	\$ 3,000	\$ 3,046	\$ 3,093	\$ 3,141	
Wayne County Jails	0.9381	\$ -	\$ 2,595	\$ 2,635	\$ 2,676	\$ 2,717	\$ 2,759	\$ 2,801	\$ 2,844	\$ 2,888	\$ 2,932	\$ 2,977	
Wayne County Parks	0.2459	\$ -	\$ 680	\$ 691	\$ 701	\$ 712	\$ 723	\$ 734	\$ 745	\$ 757	\$ 769	\$ 780	
HCMA	0.2104	\$ -	\$ 582	\$ 591	\$ 600	\$ 609	\$ 619	\$ 628	\$ 638	\$ 648	\$ 658	\$ 668	
RESA Enhancement	1.9962	\$ -	\$ 5,523	\$ 5,608	\$ 5,694	\$ 5,781	\$ 5,870	\$ 5,960	\$ 6,052	\$ 6,145	\$ 6,239	\$ 6,334	
Wayne County RESA	0.0965	\$ -	\$ 267	\$ 271	\$ 275	\$ 279	\$ 284	\$ 288	\$ 293	\$ 297	\$ 302	\$ 306	
Wayne County Community College	3.2408	\$ -	\$ 8,966	\$ 9,104	\$ 9,244	\$ 9,386	\$ 9,530	\$ 9,676	\$ 9,825	\$ 9,976	\$ 10,129	\$ 10,284	
Wayne County Special Ed	3.36780	\$ -	\$ 9,318	\$ 9,461	\$ 9,606	\$ 9,754	\$ 9,904	\$ 10,056	\$ 10,210	\$ 10,367	\$ 10,526	\$ 10,687	
Local Total	41.3028	\$ -	\$ 114,270	\$ 116,027	\$ 117,811	\$ 119,621	\$ 121,458	\$ 123,322	\$ 125,215	\$ 127,136	\$ 129,086	\$ 131,065	
Local Brownfield Capturable Total	41.3028	\$ -	\$ 114,270	\$ 116,027	\$ 117,811	\$ 119,621	\$ 121,458	\$ 123,322	\$ 125,215	\$ 127,136	\$ 129,086	\$ 131,065	

Non-Capturable Millages	Millage Rate												
City Debt	9.0000	\$ -	\$ 24,900	\$ 25,283	\$ 25,671	\$ 26,066	\$ 26,466	\$ 26,872	\$ 27,285	\$ 27,703	\$ 28,128	\$ 28,560	
School Debt	13.0000	\$ -	\$ 35,966	\$ 36,519	\$ 37,081	\$ 37,650	\$ 38,229	\$ 38,816	\$ 39,411	\$ 40,016	\$ 40,630	\$ 41,253	
Wayne County DIA	0.2000	\$ -	\$ 553	\$ 562	\$ 570	\$ 579	\$ 588	\$ 597	\$ 606	\$ 616	\$ 625	\$ 635	
Wayne County Zoo	0.1000	\$ -	\$ 277	\$ 281	\$ 285	\$ 290	\$ 294	\$ 299	\$ 303	\$ 308	\$ 313	\$ 317	
Total Non-Capturable Taxes	22.3000	\$ -	\$ 61,696	\$ 62,645	\$ 63,608	\$ 64,585	\$ 65,577	\$ 66,584	\$ 67,606	\$ 68,643	\$ 69,696	\$ 70,764	

Total	86.4607	\$ -	\$ 224,779	\$ 228,240	\$ 231,754	\$ 235,320	\$ 238,939	\$ 242,613	\$ 246,342	\$ 250,127	\$ 253,968	\$ 257,868
		\$ -	\$ 163,083	\$ 165,596	\$ 168,146	\$ 170,735	\$ 173,362	\$ 176,029	\$ 178,736	\$ 181,484	\$ 184,273	\$ 187,104

Footnotes (*):

Combined Capture Table
 November 4, 2021 - Brownfield / NEZ
 Proposed Brush Park Development - 105 Alfred St, Detroit

COMBINED SHEET		Value (TV) Increase R					
DETROIT		Tax Abatement		Brownfield Plan			
		11	12	13	14	15	16
		2033	2034	2035	2036	2037	2038
Base Taxable Value (TV) - Ad Valo	\$	69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178
Estimate	\$	6,243,710	\$ 6,337,365	\$ 6,432,426	\$ 6,528,912	\$ 6,626,846	\$ 2,475,459
Incremental Difference	\$	6,243,710	\$ 6,337,365	\$ 6,432,426	\$ 6,528,912	\$ 6,626,846	\$ 2,475,459
	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL BASE VALUE	\$	69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178
TOTAL INCREMENTAL DIFFERENCE	\$	6,174,532	\$ 6,268,187	\$ 6,363,248	\$ 6,459,734	\$ 6,557,668	\$ 6,657,071

School Capture	Millage Rate	11	12	13	14	15	16
State Education Tax (SET)	6.0000	\$ 19,331	\$ 19,628	\$ 38,179	\$ 38,758	\$ 39,346	\$ 39,942
School Operating Tax	16.8579	\$ 37,571	\$ 38,152	\$ 38,742	\$ 39,341	\$ 39,948	\$ 40,565
School Total	22.8579	\$ 56,903	\$ 57,780	\$ 76,921	\$ 78,099	\$ 79,294	\$ 80,507
School Brownfield Capturable Total	22.8579	\$ 56,903	\$ 57,780	\$ 76,921	\$ 78,099	\$ 79,294	\$ 80,507

Local Capture	Millage Rate	11	12	13	14	15	16
City Operating	19.9520	\$ 64,284	\$ 65,269	\$ 96,544	\$ 108,304	\$ 120,394	\$ 132,822
Library	4.6307	\$ 14,920	\$ 15,148	\$ 22,407	\$ 25,136	\$ 27,942	\$ 30,827
Wayne County Charter (summer)	5.6347	\$ 18,155	\$ 18,433	\$ 27,265	\$ 30,586	\$ 34,001	\$ 37,511
Wayne County Charter (winter)	0.9897	\$ 3,189	\$ 3,238	\$ 4,789	\$ 5,372	\$ 5,972	\$ 6,589
Wayne County Jails	0.9381	\$ 3,022	\$ 3,069	\$ 4,539	\$ 5,092	\$ 5,661	\$ 6,245
Wayne County Parks	0.2459	\$ 792	\$ 804	\$ 1,190	\$ 1,335	\$ 1,484	\$ 1,637
HCMA	0.2104	\$ 678	\$ 688	\$ 1,018	\$ 1,142	\$ 1,270	\$ 1,401
RESA Enhancement	1.9962	\$ 6,432	\$ 6,530	\$ 9,659	\$ 10,836	\$ 12,045	\$ 13,289
Wayne County RESA	0.0965	\$ 311	\$ 316	\$ 467	\$ 524	\$ 582	\$ 642
Wayne County Community College	3.2408	\$ 10,442	\$ 10,602	\$ 15,682	\$ 17,592	\$ 19,556	\$ 21,574
Wayne County Special Ed	3.36780	\$ 10,851	\$ 11,017	\$ 16,296	\$ 18,281	\$ 20,322	\$ 22,420
Local Total	41.3028	\$ 133,074	\$ 135,113	\$ 199,857	\$ 224,200	\$ 249,228	\$ 274,956
Local Brownfield Capturable Total	41.3028	\$ 133,074	\$ 135,113	\$ 199,857	\$ 224,200	\$ 249,228	\$ 274,956

Non-Capturable Millages	Millage Rate	11	12	13	14	15	16
City Debt	9.0000	\$ 28,997	\$ 29,442	\$ 43,550	\$ 48,854	\$ 54,308	\$ 59,914
School Debt	13.0000	\$ 41,885	\$ 42,527	\$ 62,905	\$ 70,567	\$ 78,444	\$ 86,542
Wayne County DIA	0.2000	\$ 644	\$ 654	\$ 968	\$ 1,086	\$ 1,207	\$ 1,331
Wayne County Zoo	0.1000	\$ 322	\$ 327	\$ 484	\$ 543	\$ 603	\$ 666
Total Non-Capturable Taxes	22.3000	\$ 71,849	\$ 72,950	\$ 107,906	\$ 121,049	\$ 134,562	\$ 148,453

Total	86.4607	\$ 261,825	\$ 265,843	\$ 384,685	\$ 423,349	\$ 463,084	\$ 503,916
		\$ 189,977	\$ 192,893	\$ 276,779	\$ 302,299	\$ 328,522	\$ 355,463

Combined Capture Table
 November 4, 2021 - Brownfield / NEZ
 Proposed Brush Park Development - 105 Alfred St, Detroit

COMBINED SHEET
DETROIT

Value (TV) Increase R

Tax Abatement

Brownfield Plan

Calendar

	17	18	19	20	21	22	23	24	25
	2039	2040	2041	2042	2043	2044	2045	2046	2047
Base Taxable Value (TV) - Ad Valorem	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178
Estimated	\$ 2,512,591	\$ 2,550,280	\$ 2,588,534	\$ 2,627,362	\$ 2,666,773	\$ 2,706,775	\$ 2,747,376	\$ 2,788,587	\$ 2,830,416
Incremental Difference	\$ 2,512,591	\$ 2,550,280	\$ 2,588,534	\$ 2,627,362	\$ 2,666,773	\$ 2,706,775	\$ 2,747,376	\$ 2,788,587	\$ 2,830,416
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
TOTAL BASE VALUE	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178	\$ 69,178
TOTAL INCREMENTAL DIFFERENCE	\$ 6,757,964	\$ 6,860,371	\$ 6,964,315	\$ 7,069,817	\$ 7,176,902	\$ 7,285,593	\$ 7,395,915	\$ 7,507,891	\$ 7,621,547

School Capture	Millage Rate										
State Education Tax (SET)	6.0000	\$ 40,548	\$ 41,162	\$ 41,786	\$ 42,419	\$ 43,061	\$ 43,714	\$ 44,375	\$ 45,047	\$ 45,729	
School Operating Tax	16.8579	\$ 41,191	\$ 41,826	\$ 42,471	\$ 43,126	\$ 43,790	\$ 44,464	\$ 45,149	\$ 45,844	\$ 46,549	
School Total	22.8579	\$ 81,739	\$ 82,988	\$ 84,257	\$ 85,545	\$ 86,851	\$ 88,178	\$ 89,524	\$ 90,891	\$ 92,278	
School Brownfield Capturable Total	22.8579	\$ 81,739	\$ 82,988	\$ 84,257	\$ 85,545	\$ 86,851	\$ 88,178	\$ 89,524	\$ 90,891	\$ 92,278	

Local Capture										
City Operating	19.9520	\$ 134,835	\$ 136,878	\$ 138,952	\$ 141,057	\$ 143,194	\$ 145,362	\$ 147,563	\$ 149,797	\$ 152,065
Library	4.6307	\$ 31,294	\$ 31,768	\$ 32,250	\$ 32,738	\$ 33,234	\$ 33,737	\$ 34,248	\$ 34,767	\$ 35,293
Wayne County Charter (summer)	5.6347	\$ 38,079	\$ 38,656	\$ 39,242	\$ 39,836	\$ 40,440	\$ 41,052	\$ 41,674	\$ 42,305	\$ 42,945
Wayne County Charter (winter)	0.9897	\$ 6,688	\$ 6,790	\$ 6,893	\$ 6,997	\$ 7,103	\$ 7,211	\$ 7,320	\$ 7,431	\$ 7,543
Wayne County Jails	0.9381	\$ 6,340	\$ 6,436	\$ 6,533	\$ 6,632	\$ 6,733	\$ 6,835	\$ 6,938	\$ 7,043	\$ 7,150
Wayne County Parks	0.2459	\$ 1,662	\$ 1,687	\$ 1,713	\$ 1,738	\$ 1,765	\$ 1,792	\$ 1,819	\$ 1,846	\$ 1,874
HCMA	0.2104	\$ 1,422	\$ 1,443	\$ 1,465	\$ 1,487	\$ 1,510	\$ 1,533	\$ 1,556	\$ 1,580	\$ 1,604
RESA Enhancement	1.9962	\$ 13,490	\$ 13,695	\$ 13,902	\$ 14,113	\$ 14,327	\$ 14,544	\$ 14,764	\$ 14,987	\$ 15,214
Wayne County RESA	0.0965	\$ 652	\$ 662	\$ 672	\$ 682	\$ 693	\$ 703	\$ 714	\$ 725	\$ 735
Wayne County Community College	3.2408	\$ 21,901	\$ 22,233	\$ 22,570	\$ 22,912	\$ 23,259	\$ 23,611	\$ 23,969	\$ 24,332	\$ 24,700
Wayne County Special Ed	3.36780	\$ 22,759	\$ 23,104	\$ 23,454	\$ 23,810	\$ 24,170	\$ 24,536	\$ 24,908	\$ 25,285	\$ 25,668
Local Total	41.3028	\$ 279,123	\$ 283,353	\$ 287,646	\$ 292,003	\$ 296,426	\$ 300,915	\$ 305,472	\$ 310,097	\$ 314,791
Local Brownfield Capturable Total	41.3028	\$ 279,123	\$ 283,353	\$ 287,646	\$ 292,003	\$ 296,426	\$ 300,915	\$ 305,472	\$ 310,097	\$ 314,791

Non-Capturable Millages										
City Debt	9.0000	\$ 60,822	\$ 61,743	\$ 62,679	\$ 63,628	\$ 64,592	\$ 65,570	\$ 66,563	\$ 67,571	\$ 68,594
School Debt	13.0000	\$ 87,854	\$ 89,185	\$ 90,536	\$ 91,908	\$ 93,300	\$ 94,713	\$ 96,147	\$ 97,603	\$ 99,080
Wayne County DIA	0.2000	\$ 1,352	\$ 1,372	\$ 1,393	\$ 1,414	\$ 1,435	\$ 1,457	\$ 1,479	\$ 1,502	\$ 1,524
Wayne County Zoo	0.1000	\$ 676	\$ 686	\$ 696	\$ 707	\$ 718	\$ 729	\$ 740	\$ 751	\$ 762
Total Non-Capturable Taxes	22.3000	\$ 150,703	\$ 152,986	\$ 155,304	\$ 157,657	\$ 160,045	\$ 162,469	\$ 164,929	\$ 167,426	\$ 169,961

Total	86.4607	\$ 511,564	\$ 519,327	\$ 527,207	\$ 535,205	\$ 543,322	\$ 551,562	\$ 559,925	\$ 568,414	\$ 577,030
		\$ 360,861	\$ 366,341	\$ 371,903	\$ 377,548	\$ 383,278	\$ 389,093	\$ 394,996	\$ 400,988	\$ 407,069

Combined Capture Table
 November 4, 2021 - Brownfield / NEZ
 Proposed Brush Park Development - 105 Alfred St, Detroit

COMBINED SHEET		Value (TV) Increase R			
DETROIT		Tax Abatement			
	Brownfield Plan	26	27	28	TOTAL
	Calendar	2048	2049	2050	
Base Taxable Value (TV) - Ad Valo		\$ 69,178	\$ 69,178	\$ 69,178	
Estimate		\$ 2,872,872	\$ 2,915,965	\$ 2,959,704	
Incremental Difference		\$ 2,872,872	\$ 2,915,965	\$ 2,959,704	
		\$ -	\$ -	\$ -	
TOTAL BASE VALUE		\$ 69,178	\$ 69,178	\$ 69,178	
TOTAL INCREMENTAL DIFFERENCE		\$ 7,736,908	\$ 7,853,999	\$ 7,972,847	

School Capture	Millage Rate					
State Education Tax (SET)	6.0000	\$ 46,421	\$ 47,124	\$ 47,837	\$	902,366
School Operating Tax	16.8579	\$ 47,264	\$ 47,991	\$ 48,728	\$	1,118,291
School Total	22.8579	\$ 93,686	\$ 95,115	\$ 96,565	\$	2,020,657
School Brownfield Capturable Total	22.8579	\$ 93,686	\$ 95,115	\$ 96,565	\$	2,020,657

Local Capture						
City Operating	19.9520	\$ 154,367	\$ 156,703	\$ 159,074	\$	2,939,226
Library	4.6307	\$ 35,827	\$ 36,370	\$ 36,920	\$	682,171
Wayne County Charter (summer)	5.6347	\$ 43,595	\$ 44,255	\$ 44,925	\$	830,075
Wayne County Charter (winter)	0.9897	\$ 7,657	\$ 7,773	\$ 7,891	\$	145,798
Wayne County Jails	0.9381	\$ 7,258	\$ 7,368	\$ 7,479	\$	138,196
Wayne County Parks	0.2459	\$ 1,903	\$ 1,931	\$ 1,961	\$	36,225
HCMA	0.2104	\$ 1,628	\$ 1,652	\$ 1,677	\$	30,995
RESA Enhancement	1.9962	\$ 15,444	\$ 15,678	\$ 15,915	\$	294,070
Wayne County RESA	0.0965	\$ 747	\$ 758	\$ 769	\$	14,216
Wayne County Community College	3.2408	\$ 25,074	\$ 25,453	\$ 25,838	\$	477,418
Wayne County Special Ed	3.36780	\$ 26,056	\$ 26,451	\$ 26,851	\$	496,127
Local Total	41.3028	\$ 319,556	\$ 324,392	\$ 329,301	\$	6,084,516
Local Brownfield Capturable Total	41.3028	\$ 319,556	\$ 324,392	\$ 329,301	\$	6,084,516

Non-Capturable Millages						
City Debt	9.0000	\$ 69,632	\$ 70,686	\$ 71,756	\$	1,325,834
School Debt	13.0000	\$ 100,580	\$ 102,102	\$ 103,647	\$	1,915,093
Wayne County DIA	0.2000	\$ 1,547	\$ 1,571	\$ 1,595	\$	29,463
Wayne County Zoo	0.1000	\$ 774	\$ 785	\$ 797	\$	14,731
Total Non-Capturable Taxes	22.3000	\$ 172,533	\$ 175,144	\$ 177,794	\$	3,285,121

Total	86.4607	\$ 585,775	\$ 594,651	\$ 603,661	\$	11,390,294
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		\$ 413,242	\$ 419,507	\$ 425,866	\$	8,105,173
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Table 4: Reimbursement Table
79/105 Alfred St and 2827 John R Rd, Detroit
November 4, 2021

Developer Maximum Reimbursement	Total Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	25.00%	\$ 1,201,850	\$ -	\$ 1,201,850
Local	75.00%	\$ 3,605,550	\$ -	\$ 3,605,550
TOTAL				
EGLE	0.05%	\$ 2,500	\$ -	\$ 2,500
MSF	99.95%	\$ 4,804,900	\$ -	\$ 4,804,900

Estimated Total
Years of Plan: 28

Estimated Capture	
Administrative Fees	\$ 1,215,776
State Revolving Fund	\$ 380,492
LBRF	\$ 1,280,803
Developer Capture	\$4,807,400

	Tax Abatement Brownfield	0	1	2	3	4	5	6	7	8	9	10	11	12
		0	1	2	3	4	5	6	7	8	9	10	11	12
		2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034
Total State Incremental Revenue		\$0	\$48,812	\$49,568	\$50,335	\$51,114	\$51,905	\$52,707	\$53,521	\$54,348	\$55,187	\$56,038	\$56,903	\$57,780
State Brownfield Revolving Fund (50% of SET)		\$0	\$8,300	\$8,428	\$8,557	\$8,689	\$8,822	\$8,957	\$9,095	\$9,234	\$9,376	\$9,520	\$9,666	\$9,814
State TIR Available for Reimbursement		\$0	\$40,512	\$41,141	\$41,778	\$42,426	\$43,083	\$43,750	\$44,426	\$45,113	\$45,811	\$46,518	\$47,237	\$47,966
Total Local Incremental Revenue		\$0	\$114,270	\$116,027	\$117,811	\$119,621	\$121,458	\$123,322	\$125,215	\$127,136	\$129,086	\$131,065	\$133,074	\$135,113
BRA Administrative Fee (15% or max \$100,000 annually)		\$0	\$24,462	\$24,839	\$25,222	\$25,610	\$26,004	\$26,404	\$26,810	\$27,223	\$27,641	\$28,066	\$28,497	\$28,934
Local TIR Available for Reimbursement		\$0	\$89,808	\$91,188	\$92,589	\$94,010	\$95,453	\$96,918	\$98,405	\$99,914	\$101,445	\$103,000	\$104,578	\$106,179
Total State & Local TIR Available			\$130,320	\$132,329	\$134,367	\$136,436	\$138,536	\$140,668	\$142,831	\$145,027	\$147,256	\$149,518	\$151,814	\$154,145

DEVELOPER	Beginning Balance	0	1	2	3	4	5	6	7	8	9	10	11	12
DEVELOPER Reimbursement Balance	\$4,807,400	\$4,807,400	\$4,677,080	\$4,544,751	\$4,410,384	\$4,273,948	\$4,135,412	\$3,994,744	\$3,851,913	\$3,706,886	\$3,559,630	\$3,410,112	\$3,258,298	\$3,104,152
Unreimbursed Interest Balance	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0

MSF Non-Environmental Costs	\$4,804,900														
State Tax Reimbursement		\$0	\$40,491	\$41,119	\$41,757	\$42,404	\$43,060	\$43,727	\$44,403	\$45,090	\$45,787	\$46,494	\$47,212	\$47,941	
Local Tax Reimbursement		\$0	\$89,761	\$91,141	\$92,541	\$93,961	\$95,404	\$96,868	\$98,354	\$99,862	\$101,392	\$102,946	\$104,523	\$106,124	
Developer Reimbursement Balance		\$4,804,900	\$4,674,647	\$4,542,388	\$4,408,090	\$4,271,725	\$4,133,261	\$3,992,667	\$3,849,910	\$3,704,958	\$3,557,779	\$3,408,339	\$3,256,603	\$3,102,538	
Total MSF Reimbursement Balance		\$4,804,900	\$4,674,647	\$4,542,388	\$4,408,090	\$4,271,725	\$4,133,261	\$3,992,667	\$3,849,910	\$3,704,958	\$3,557,779	\$3,408,339	\$3,256,603	\$3,102,538	
EGLE Environmental Costs	\$2,500														
State Tax Reimbursement		\$0	\$21	\$21	\$22	\$22	\$22	\$23	\$23	\$23	\$24	\$24	\$25	\$25	
Local Tax Reimbursement		\$0	\$47	\$47	\$48	\$49	\$50	\$50	\$51	\$52	\$53	\$54	\$54	\$55	
Developer Reimbursement Balance		\$2,500	\$2,432	\$2,363	\$2,294	\$2,223	\$2,151	\$2,077	\$2,003	\$1,928	\$1,851	\$1,773	\$1,694	\$1,614	
Total EGLE Reimbursement Balance		\$2,500	\$2,432	\$2,363	\$2,294	\$2,223	\$2,151	\$2,077	\$2,003	\$1,928	\$1,851	\$1,773	\$1,694	\$1,614	
Local Only Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Tax Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Local Only Reimbursement Balance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Annual Developer Reimbursement		\$0	\$0	\$130,320	\$132,329	\$134,367	\$136,436	\$138,536	\$140,668	\$142,831	\$145,027	\$147,256	\$149,518	\$151,814	\$154,145

LOCAL BROWNFIELD REVOLVING FUND	
LBRF Deposits **	\$0
State Tax Capture	\$0
Local Tax Capture	\$0
Total LBRF Capture	\$0

Footnotes:

Table 4: Reimbursement Table
 79/105 Alfred St and 2827 John R Rd, Detroit
 November 4, 2021

	25 2047	26 2048	27 2049	28 2050	TOTAL
Total State Incremental Revenue	\$92,278	\$93,686	\$95,115	\$96,565	\$2,020,657
State Brownfield Revolving Fund (50% of SET)	\$22,865	\$0	\$0	\$0	\$380,492
State TIR Available for Reimbursement	\$69,413	\$93,686	\$95,115	\$96,565	\$1,640,166
Total Local Incremental Revenue	\$314,791	\$319,556	\$324,392	\$329,301	\$6,084,516
BRA Administrative Fee (15% or max \$100,000)	\$61,060	\$61,986	\$62,926	\$63,880	\$1,215,776
Local TIR Available for Reimbursement	\$253,731	\$257,570	\$261,466	\$265,421	\$4,868,740
Total State & Local TIR Available	\$323,144	\$351,256	\$356,581	\$361,986	\$6,508,905
DEVELOPER					
DEVELOPER Reimbursement Balance	\$0	\$0	\$0	\$0	
Unreimbursed Interest Balance	\$0	\$0	\$0	\$0	\$0
<hr/>					
MSF Non-Environmental Costs					\$0
State Tax Reimbursement					\$1,218,829
Local Tax Reimbursement					\$3,586,071
Developer Reimbursement Balance					
Total MSF Reimbursement Balance	\$0	\$0	\$0	\$0	
EGL E Environmental Costs					
State Tax Reimbursement					\$634
Local Tax Reimbursement					\$1,866
Developer Reimbursement Balance					
Total EGL E Reimbursement Balance	\$0	\$0	\$0	\$0	
Local Only Costs	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement					
Total Local Only Reimbursement Balance	\$ -				
Total Annual Developer Reimbursement	\$0	\$0	\$0	\$0	\$4,807,400
LOCAL BROWNFIELD REVOLVING FUN					
LBRF Deposits **	\$253,731	\$257,570	\$261,466	\$265,421	\$1,280,803
State Tax Capture	\$0	\$0	\$0	\$0	\$0
Local Tax Capture	\$253,731	\$257,570	\$261,466	\$265,421	\$1,280,803
Total LBRF Capture					

ATTACHMENT G

BSE&E Acknowledgement and Other Environmental Documents



CITY OF DETROIT
BUILDINGS, SAFETY ENGINEERING
& ENVIRONMENTAL DEPARTMENT
ENVIRONMENTAL AFFAIRS

401 COLEMAN A. YOUNG
MUNICIPAL CENTER
DETROIT, MICHIGAN 48226
Phone 313 • 628 • 2459
Fax 313 • 224 • 2745

Attachment B

TO: THE DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY
FROM: DETROIT, BUILDINGS, SAFETY ENGINEERING, AND
ENVIRONMENTAL DEPARTMENT
PROJECT: 79 Alfred
DATE: August 9, 2021

The undersigned, from the City of Detroit, Buildings, Safety Engineering, and Environmental Department acknowledges the receipt of the environmental documents listed below, which have been submitted by Brush Park Properties, LLC as developer, as part of its Brownfield Plan submittal to the Detroit Brownfield Redevelopment Authority (DBRA), for the 79 Alfred Street project. Properties combined include 79 Alfred, 105 Alfred and 2827 John R.

- 1 Phase I Environmental Site Assessment, pursuant to USEPA's. All Appropriate Inquiry using American Society of Testing Materials (ASTM) Standard E 1527-13
- 2 Phase II Environmental Site Assessment, pursuant to ASTM Standard 1903 (if appropriate)
- Baseline Environmental Assessment, pursuant to Part 201 of Michigan's Natural Resources and Environmental Protection Act, MCL 324.20101 *et seq.* (if appropriate).
- Due Care Plan, pursuant to Part 201 of Michigan's Natural Resources and Environmental Protection Act, MCL 324.20101 *et seq.* (if appropriate).

Based upon its review of the above environmental documents and the representations of the developer, the City of Detroit, Buildings, Safety Engineering, and Environmental Department agrees with the environmental consultant that the site is not considered a Part 201 "facility" because no contamination is indicated in the ESA. Brownfield credit can only be considered for blight or functional obsolete status if designated by the assessor's office. Since the properties at 79 Alfred, 105 Alfred, 2827 John R and 112 Edmund are being combined, functional obsolete status can be considered by the assessor's office based on the vacant building on 2827 John R. The documents received for this project satisfy the DBRA Guidelines.

City of Detroit, Buildings, Safety
Engineering, and Environmental Department

By: Anita Harrington
Its: Environmental Specialist III

Michael E. Duggan, MAYOR

Attachment H

Incentive Chart

Incentive Information Chart: 2827 John R Street 105 Alfred Street, and 79 Alfred Street, Detroit

Project Type	Incentive Type	Investment Amount	District
Commercial/Residential – Mixed Use	Brownfield TIF, NEZ	Approx. \$26 Million Investment	Brush Park District 6

Jobs Available							
Construction				Post Construction			
Professional	Non-Professional	Skilled Labor	Non-Skilled Labor	Professional	Non-Professional	Skilled Labor	Non-Skilled Labor
0	0	218	0	5	0	32	0

1. What is the plan for hiring Detroiters?

The development team will present at local trades sessions to solicit bidders and garner opportunities to employ Detroit residents. If the D2D program is available within the necessary timeframes, the developer will utilize this as an additional procurement source as needed.

Brush Park Properties, LLC has a policy of non-discrimination in its hiring practices, as is required by prevailing non-discrimination laws. As long as Brush Park Properties, LLC remains in compliance with these policies and laws, Detroit-based worker hiring will be encouraged, both permanent and temporary.

2. Please give a detailed description of the jobs available as listed in the above chart, i.e: job type, job qualifications, etc.

Available construction jobs include demolition, site utilities, concrete, masonry, carpentry, steel work, architectural woodwork, roofing, window glass and glazing, framing, painting, flooring, tiling, plumbing and HVAC, and electrical. It is anticipated 218 construction jobs will be created.

The Developer anticipates the creation of approximately 37 full time equivalent permanent indirect jobs at the new project. These are anticipated to be created by tenants and third-parties, which include parking services, property maintenance, and positions related to the restaurant which include management, food preparation, and waitstaff.

3. Will this development cause any relocation that will create new Detroit residents?

The development is anticipated to create an estimated 10 new residential units in the City of Detroit. No relocation will occur as the property is currently vacant.

4. Has the developer reached out to any community groups to discuss the project and/or any potential jobs?

The Developer has had numerous meetings with the Brush Park Citizens District Corporation (CDC) and several neighborhood groups. The following letters of support are submitted:

Susan Mosey, the Executive Director of Midtown Detroit;
Michael Essian, American Community Developers and Brush Park resident;
Carlo Liburdi, Brush Park Developer; and
Thomas Michaud, VMT Law Firm adjacent property owner.

5. When is construction slated to begin?

Construction is slated to commence in Fall 2021.

6. What is the expected completion date of construction?

Construction is expected to be completed in Spring 2023.

Attachment I
Eligibility Documentation



CITY OF DETROIT
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF THE ASSESSOR

COLEMAN A. YOUNG MUNICIPAL CENTER
2 WOODWARD AVENUE, SUITE 824
DETROIT, MICHIGAN 48226
(313) 224-3011 • TTY:711
(313) 224-9400
WWW.DETROITMI.GOV

September 8, 2021

Ms. Jennifer Kanalos
Authorized Agent
City of Detroit Brownfield Redevelopment Authority
500 Griswold Street, 22nd Floor
Detroit, Michigan 48226

RE: **2827 John R**
Parcel 01000667-9

Dear Ms. Kanalos:

The Office of The Chief Financial Officer, Office of the Assessor, has reviewed the proposed project for the property located at 2827 John R, Detroit, Michigan (the "Property") in anticipation of the Property being included in a future brownfield plan.

The Brownfield Redevelopment Financing Act, Public Act 381 of 1996 ("Act 381"), as amended, requires that a Level III or IV Assessor make a finding that the Property is "functionally obsolete", as defined by Act 381, and provide the underlying basis for that opinion.

Section 2(s) of Act 381, as amended, defines "functionally obsolete" as property that is "unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or superadequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property." MCL 125.2652(s). Further, the Assessors Manual defines functional obsolescence as "a loss in value occurring in a structure caused by changes in design, overcapacity, or inadequacy." Michigan Assessors Manual, Vol. I Glossary, p. 239.

2827 John R is a vacant one-story building, built sometime between 1890 and 1907. The building requires complete rehabilitation – the roof has collapsed, all mechanicals need to be replaced, flooring and foundation appear compromised, and overall, the structure appears to be unsound. Due to significant deterioration, substantial repairs and replacements are required to restore the building to commercial use, as well as reconfiguration of flooring layouts.

The Office of the Assessor finds the Property to be functionally obsolete within the definition of the Assessors Manual and the Brownfield Redevelopment Financing Act.

Sincerely,

Charles Ericson, MMAO (IV)
Assessor
Board of Assessors

EXHIBIT G

Approved Reimbursement Agreement

REIMBURSEMENT AGREEMENT
(The CODA)

This Reimbursement Agreement (“Agreement”) is made and entered into as of March 15, 2022, by and between **Brush Park Properties, LLC**, a Michigan limited liability company (hereinafter referred to as the “Developer”), and the **City of Detroit Brownfield Redevelopment Authority**, a Michigan municipal corporation (hereinafter referred to as the “DBRA”).

RECITALS:

Developer intends to develop in accordance with the Brownfield Plan (as that term is defined below) approximately 1.07 acres of land located in the City of Detroit, Wayne County, Michigan (the “City”), as more particularly described on the attached Exhibit A and, together with personal property located thereon, is hereinafter referred to as the “Subject Property.”

The DBRA has been created under Act 381, Public Acts of Michigan, 1996, as amended, (“Act 381”) to promote the revitalization of environmentally distressed areas through the implementation of brownfield plans for certain eligible property under Act 381.

To induce and facilitate the proposed redevelopment of the Subject Property (the “Project”), on December 1, 2021, the DBRA adopted and on March 1, 2022, the City Council approved a brownfield plan identified as the Brownfield Plan for The CODA Brush Park Redevelopment Project (the “Plan” or “Brownfield Plan”) for the Subject Property, under which the Developer may receive, subject to this Agreement, the benefit of reimbursement from Tax Increment Revenues (the term “Tax Increment Revenues” shall have the meaning ascribed to this term in Section 2(ss) of the Act 381) for the cost of Eligible Activities undertaken by the Developer on the Subject Property.

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Definitions. Capitalized terms shall have those definitions provided under Act 381 unless otherwise provided by this Agreement or unless inconsistent with the context in which the term is used. However, notwithstanding the definitions provided under Act 381, for purposes of this Agreement; (i) Eligible Activities shall also be considered to include the Plan and any work plan(s) prepared for the Subject Property; (ii) the cost of Eligible Activities shall include the cost of preparing the Plan and any work plan(s); and (iii) Tax Increment Revenues shall only mean and include such Tax Increment Revenues generated from the sources specified in Section 2 hereof and within the limitations of Section 2(c).

2. Sources and Uses of Tax Increment Revenues.

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

(i) Subject to the approval of the Michigan Department of Environment, Great Lakes and Energy (“EGLE”) and/or the Michigan Strategic Fund (“MSF”) of a work plan, where required

under Act 381, for the Eligible Activities to be conducted on the Subject Property (the “EGLE Work Plan” or the “MSF Work Plan”), taxes levied by the State of Michigan pursuant to the State Education Tax.

(ii) Subject to the approval of an EGLE Work Plan or the MSF Work Plan, where required under Act 381, levies of the School District of the City of Detroit (the “Detroit School District”).

(iii) Levies of the City of Detroit, Wayne County and other taxing jurisdictions that levy ad valorem or Specific Taxes that are considered Local Taxes under Act 381.

(b) The DBRA shall not be required by this Agreement to use Tax Increment Revenues attributable to the levies by the State of Michigan of the State Education Tax or by the Detroit School District for use other than reimbursement payments to the Developer for Eligible Activities incurred by Developer or its affiliates that are part of an approved EGLE Work Plan or MSF Work Plan, or for Eligible Activities under Act 381 that are permitted to be reimbursed without EGLE or MSF approval of a work plan. However, this Agreement shall not prohibit DBRA, in its sole discretion, from capturing or using Tax Increment Revenues attributable to the Subject Property for any purpose authorized by Act 381, including, but not limited to, the cost of preparing the EGLE Work Plan and MSF Work Plan, the cost of the review of the EGLE Work Plan by EGLE, the cost of the review of the MSF Work Plan by MSF, the payment to the state brownfield redevelopment fund, and funding of a local brownfield revolving fund.

(c) Anything in this Agreement to the contrary notwithstanding, if the proposed use of Tax Increment Revenues derived from Taxes Levied for School Operating Purposes (as defined in Act 381) on the Subject Property (the “School Taxes”), is not permitted by law or is denied in whole or in part by EGLE or MSF, the DBRA may approve the use of a combination of Tax Increment Revenues derived from Local Taxes on the Subject Property and the approved portion of School Taxes, if any, to make reimbursement or other payments under this Agreement, so long as the total amount of such Local Taxes is not greater than the amount of Local Taxes which would have been used for such reimbursement, if the total amount of School Taxes had been approved by EGLE or MSF, as the case may be. The DBRA shall not be obligated to increase the portion of Local Taxes to be used for reimbursement of Eligible Activities to offset any reduction of available School Taxes made by the EGLE or MSF. Notwithstanding anything to the contrary in this Agreement, it is understood that if the Subject Property is located within the Downtown Development Authority (DDA) District, the Developer will only be able to capture tax increment revenue derived from “taxes levied for school operating purposes” (as defined by Section 2(uu) of Act 381) during the life of the Plan; and during the life of the Plan, the DDA will retain the right to capture all Local Taxes, except for Regional Educational Service Agency (RESA), Wayne County Operating (Winter), Wayne County Jail, and Wayne County Parks, which will be captured by the DBRA to cover its administrative fees.

(d) Unless otherwise agreed upon by the interested parties in writing and subject to the assignment of this Agreement in a form acceptable to DBRA, the capture of Tax Increment Revenues will continue to accrue to the benefit of the Developer.

(e) The parties acknowledge and agree that DBRA shall not be required or obligated to capture any School Taxes in connection with the Plan or this Agreement, unless an EGLE Work Plan or MSF Work Plan is approved by the EGLE and MSF, respectively.

3. Determination of Eligible Activities Qualified for Reimbursement.

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

(i) The Eligible Activity is included in the Plan, or in any amendment thereto.

(ii) Subject to clause (iii) below, the cost of the Eligible Activity is included in the Plan, or any amendment or supplement thereto, and the Eligible Activity is conducted in accordance with the terms of the approved EGLE Work Plan or the approved MSF Work Plan (if and where applicable or required), the Plan, this Agreement and all applicable local, state and federal laws, regulations, rules, ordinances, codes and executive orders.

(iii) The actual costs submitted for reimbursement for Eligible Activities (the "Total Costs") paid for or incurred by Developer or its affiliates, shall not, in the aggregate, exceed the total costs of Eligible Activities set forth in the Plan.

(iv) The Eligible Activity has not occurred on or before the effective date of approval of the Plan by the City Council, February 8, 2022 (the "Effective Date"), unless expressly permitted by Act 381 and approved as an element of the Plan.

(v) For any Eligible Activity that (aa) occurs after the Effective Date, or that is incurred on or before the Effective Date and is permitted by Act 381 and approved as an element of the Plan and (bb) is qualified as an Eligible Activity under Act 381:

(1) The Eligible Activity and the cost of such Eligible Activity are included in an approved EGLE Work Plan or an approved MSF Work Plan, if so required, or

(2) If the cost of such Eligible Activity is pending approval or ineligible to be approved by EGLE or MSF or if EGLE or MSF determines that it will not approve the cost of such Eligible Activity, or if approval by the EGLE or MSF of a work plan is not required for the Eligible Activity under Act 381, the Eligible Activity and the cost of such Eligible Activity may be approved for reimbursement from Local Taxes by the DBRA in accordance with the "City of Detroit Brownfield Redevelopment Authority Guidelines for Brownfield Plan Proposals" (the "DBRA Guidelines") and Section 2(c) hereof.

(vi) The cost of the Eligible Activity is payable from Tax Increment Revenues under Act 381; provided, however, that no costs shall be payable from "taxes levied for school operating purposes," as defined in Act 381 unless such cost is, if required under Act 381, included in an approved EGLE Work Plan or an approved MSF Work Plan.

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

(c) The Developer agrees to pay, subject to reimbursement if included in the Plan, or reimbursable from Tax Increment Revenues as provided in Section 1.B and 2 of the DBRA Guidelines, all costs of preparing the EGLE Work Plan and MSF Work Plan.

(d) Developer shall copy or provide DBRA with all correspondence and materials or documents provided to EGLE and/or MSF that are related to the Subject Property or Eligible Activities on the Subject Property.

(e) If Developer is subject by its terms to an applicable City Executive Order, including, but not limited to, City Executive Order 2020-5, Developer understands and agrees that before any reimbursement by, or on behalf of, the DBRA of any expenses for Eligible Activities may occur, DBRA must receive written confirmation from the Civil Rights, Inclusion and Opportunity Department of the City ("CRIO") confirming the Developer's compliance with any such applicable City executive orders. For purposes of satisfying an applicable requirement set forth in this Section 3(e), DBRA acknowledges and agrees that DBRA's receipt of either a conditional or unconditional clearance letter from CRIO shall satisfy this requirement.

4. DBRA Reimbursement Payments to Developer.

(a) From time to time, but not more frequently than quarterly without approval of the DBRA, Developer may submit to the DBRA, prior to completion of all Eligible Activities included in the Plan, a Certification for Reimbursement seeking reimbursement of costs paid or incurred by Developer or its affiliates to complete certain Eligible Activities that are eligible for reimbursement pursuant to this Agreement and the Plan. Such certification shall include a narrative of the approved activities performed certifying that such activities have been completed in the manner and in compliance with the terms of the Plan and the Plan's supporting documents, that such activities qualify for reimbursement under this Agreement, a representation and warranty of the Developer that all activities for which reimbursement is sought qualify as Eligible Activities under Act 381 and this Agreement, copies of all documents or reports for whose preparation payment is requested, a copy of invoices for the work described in such certification, any substantiating documentation that is reasonably requested by the DBRA, and the sworn statement described in Section 10(a)(v) (collectively, the "Submission"). Furthermore, none of the costs for which reimbursement is requested shall represent costs that: (i) have been paid for with a grant or loan that has been forgiven; or (ii) are costs for which a credit was received by the Developer.

(b) Within sixty (60) days of its receipt of such certification and supporting documentation, the DBRA shall complete its review of the Submission to confirm that such activities qualify for reimbursement or payment under this Agreement and the Plan and shall advise Developer in writing ("Written Determination") of its confirmation, or if any activities do not so qualify, the specific reasons why the DBRA believes that such activities do not so qualify.

(c) Except for costs of Eligible Activities payable under Section 5 below, to the extent that such Submission is approved, the DBRA shall cause Developer to be paid the amounts approved within seventy-five (75) days after the date of Submission, but only to the extent that Tax Increment Revenues attributable to the Subject Property have been submitted by the City and County Treasurers to the DBRA. If sufficient Tax Increment Revenues attributable to the Subject Property are not available at the time a Submission is approved and payment is due, the approved amount shall be paid from Tax Increment Revenues attributable to the Subject Property that are next received by the DBRA and that are not otherwise allowed to be used for purposes permitted by Section 5 below. The DBRA reimbursement responsibility is dependent on funds received from taxing jurisdictions provided that the Subject Property's taxes have been paid.

(d) To the extent that a Written Determination is provided indicating that any portion of such Submission is not approved, any authorized representative of the DBRA and Developer shall, upon the written request of either party within fourteen (14) days after receipt of the Written Determination, meet promptly to discuss the reasons the submission (or any portion thereof) was not approved and the conditions pursuant to which Developer can obtain approval of such disallowed request, if feasible, and Developer and DBRA agree to work cooperatively and diligently to resolve and or comply with any such conditions.

(e) The Developer shall notify the DBRA of the completion of Eligible Activities for which reimbursement or payment may be sought under this Agreement and will execute and deliver to DBRA and the City a Certificate of Completion, substantially in the form attached hereto as Exhibit B, within one hundred eighty (180) days after the date of completion of all of the Eligible Activities for which reimbursement is sought under this Agreement. The Developer may receive progress payments under Section 4(c) for costs incurred for Eligible Activities prior to submitting the Certificate of Completion. In order to receive progress payments under Section 4(c), Developer shall execute and deliver to DBRA a Certificate of Reimbursement, substantially in the form attached hereto as Exhibit C, within one hundred eighty (180) days after the date of completion of the Eligible Activities for which reimbursement is sought under this Agreement.

(f) Notwithstanding anything to the contrary in this Agreement or any other document, the parties acknowledge and agree that no interest or other similar charge shall accrue or attach to any reimbursement payment agreed to by the DBRA under this Agreement.

(g) In the event that the Developer, after approval of a Plan by the DBRA and Detroit City Council, subsequently adds or the DBRA later becomes aware of, a land bank incentive financing component to a Project, inclusion in the City of Detroit Land Bank, Wayne County Land Bank or the State of Michigan Land Bank, subject to the sole discretion of the DBRA, the Developer will not be eligible for reimbursement pursuant to this Agreement until such time as an amended Plan, which includes such a financing component, is submitted and approved by the DBRA and the City Council.

(h) Anything in this Agreement to the contrary notwithstanding, the Developer and its affiliates shall comply with all applicable laws, ordinances, executive orders, codes or other regulations imposed by the City or any other properly constituted governmental authority with respect to the Subject Property and shall use the Subject Property in accordance with the Plan for the term of this Agreement; and if the Developer shall fail to do so, the DBRA may, in its sole discretion, withhold reimbursement payments under this Agreement for as long as such violation persists, following the resolution of which any withheld reimbursements shall be paid in accordance with this Agreement.

5. DBRA Administrative and Operating Costs.

(a) The DBRA shall retain and use annual Tax Increment Revenues attributable to the Subject Property to pay administrative and operating expenses of the DBRA and to conduct other activities permitted under Act 381, from the annual Tax Increment Revenues attributable to the Subject Property. The amount the DBRA shall retain shall be the maximum amount authorized to be captured under Act 381; however, for purposes of this Agreement, in no event shall such amount exceed 15% of annual Tax Increment Revenues. The parties acknowledge and agree that the Developer intends to apply for and receive a Neighborhood Enterprise Zone Act Exemption ("NEZ"). In the event, and only if, the Developer is approved for the NEZ, the DBRA shall defer its collection of all or a portion of the amount permitted by this Section 5 only to the extent that there is not enough Local Taxes to cover such amount (the "Deferred Amount") and such Deferred Amount shall be collected by DBRA, in addition to such other amounts permitted by this Section 5, in the manner set forth in Attachment F of the Plan.

(b) An initial annual amount of fifteen percent (15%) of annual Tax Increment Revenues shall be retained from annual Tax Increment Revenues subject to Section 5(d) below (the "DBRA Administrative Fee"). The DBRA Administrative Fee may be adjusted upward or downward (but in no event greater than 15% of annual Tax Increment Revenues) by multiplying the ratio that the levies of Taxes upon the Captured Assessed Value of the Subject Property bears to the levies of Taxes upon the Captured Assessed Value of all eligible property from which the DBRA captures Tax Increment Revenues with respect to the tax year in question, to meet the requirements stated in Section 5(a) above.

(c) The DBRA may retain the DBRA Administrative Fee permitted by this Section 5 prior to making any reimbursement under Section 4.

(d) Subject to subsection (f) below, the DBRA Administrative Fee retained pursuant to this Section 5 may be generated only from Tax Increment Revenues attributable to the levies of Local Taxes upon the Subject Property and after the expiration of any property tax abatements.

(e) If all amounts retained by the DBRA from Tax Increment Revenues attributable to the levy of Local Taxes for any year exceed the maximum amount authorized to be captured under Act 381, the excess shall be redistributed to the Developer for reimbursement of expenses incurred from the performance of Eligible Activities in accordance with this Agreement.

(f) Notwithstanding anything to the contrary in this Agreement, in the event that the actual amount of Tax Increment Revenues captured annually for the Plan is not sufficient to allow DBRA to collect the DBRA Administrative Fee pursuant to this Section 5, then an amount equal to not more than ten percent (10%) of the annual Tax Increment Revenues shall be deferred and accrue until eligible Tax Increment Revenues are sufficient to pay the accrued and deferred portion of the DBRA Administrative Fee as well as the current DBRA Administrative Fee. Notwithstanding anything to the contrary in this Section 5, in no instance shall DBRA receive less than five (5%) of annual Tax Increment Revenues (the "Minimum Fee") annually and, to the extent, that the actual amount of Tax Increment Revenues captured annually for a Plan is not sufficient to allow DBRA to collect at least the Minimum Fee, then the Developer shall be required to pay an amount equal to the shortfall in the DBRA Administrative Fee below the Minimum Fee directly to DBRA (the "Direct Payment"). Failure by the Developer to make this Direct Payment within thirty (30) days of when requested by DBRA in writing shall constitute a default under this Agreement.

6. Application and Processing Fees.

All processing and application fees related to the Plan and this Agreement shall be payable by the Developer to the DBRA and shall be considered Eligible Activity costs subject to reimbursement to the extent permitted under Act 381 and not to exceed, together with other brownfield plan and work plan preparation and implementation costs, the amounts for brownfield plan and work plan preparation and implementation costs stated in the Plan.

7. Indemnification.

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

(i) Any order of the State, any agency thereof, or a court of competent jurisdiction, under the process described in Section 7(a)(vi) below, requiring that the State of Michigan or any other taxing jurisdiction be repaid or refunded any levy captured as Tax Increment Revenues and paid to Developer as a reimbursement payment under this Agreement made in excess of the amount of Tax Increment Revenues the DBRA is determined by the State, any agency thereof, or a court to be allowed by law to use for such reimbursement, with the exception of:

(1) any payments received by the DBRA under Section 5,

(2) any payments received by the Developer for Eligible Activity performed before the Effective Date of the Plan and which are approved within the DBRA Plan, and

(3) any Tax Increment Revenues required to be repaid under Section 8.

(ii) Any act or omission of the Developer, after taking title to the Subject Property, with respect to the conduct of a baseline environmental assessment, due care activity or additional response or remedial activity for the Subject Property, including any failure by the Developer to take any affirmative action required by law to prevent the release of a hazardous substance or any other contaminant or the exacerbation of an existing environmental condition.

(iii) Any release of a hazardous substance or any other contaminant on the Subject Property or an exacerbation of an existing environmental condition, any adverse effects on the environment, or any violation of any State or Federal environmental law, rule or regulation arising out of, caused by or due to an act, error or omission by the Developer.

(iv) The acquisition, construction, equipping and undertaking of Eligible Activities for the Subject Property.

(v) The acquisition, construction, equipping and operation of the business of the Developer on the Subject Property.

(vi) In the event any person challenges or otherwise asserts that the State of Michigan or any other taxing jurisdiction must be repaid or refunded any levy captured as Tax Increment Revenues and paid to Developer as a reimbursement payment under this Agreement, the DBRA shall provide written notice of such challenge or assertion and provide the Developer with the opportunity to defend such challenge or assertion and Developer shall not be required to repay or reimburse any such funds until a court order addressing such issue has been issued and no right of appeal remains.

(vii) In the event of any disagreement between the members, managers, shareholders, directors or officers of the Developer which result in conflicting instructions to, or adverse claims or demands upon the DBRA with respect to the payment of the reimbursement contemplated by this Agreement, the DBRA shall refuse to comply with any such instructions, claim or demand so long as such disagreement shall continue, and in so refusing the DBRA shall not release the reimbursement. The DBRA shall not be or become liable in any way for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands, and it shall be entitled to continue to refrain from acting until such conflicting instructions or adverse claims or demands (1) shall have been adjusted by written agreement executed by all necessary parties and the DBRA shall have been notified in writing thereof or (2) shall have finally been determined in a court of competent

jurisdiction. The DBRA, at its sole discretion, may file an interpleader action. Upon depositing the reimbursement with a court of competent jurisdiction, the DBRA shall be released from any further liability under this Agreement with respect to said reimbursement. Charges for attorney fees and court costs in connection with this action may be deducted from the reimbursement contemplated by this Agreement.

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

(c) Prior to the commencement of the Project, the Developer, at its cost, shall obtain and maintain throughout the entire construction period of the Project until a Certificate of Occupancy (temporary or permanent) has been issued by the municipal authority having jurisdiction over the Subject Property, and require its general contractor (if any) engaged in the Project to obtain and maintain commercial general liability insurance in the amount of at least \$1,000,000 for any single event and \$2,000,000 in the aggregate, against claims of any and all persons, firms and corporations for personal injury, death or property damage occurring upon, in or about the Subject Property and, Developer shall provide the DBRA with a certificate evidencing such insurance and that the Developer has the statutorily required workers' compensation insurance (if any is so required). The liability policies shall name the City and the DBRA as additional insureds (excluding coverages for which this is not available). All policies shall be provided by insurers qualified to write the respective insurance in the State of Michigan, be in such form and include such provisions as are generally considered standard provisions for the type of insurance involved, and, if commercially available, prohibit cancellation or substantial modification without at least thirty (30) days written notice to the DBRA or its authorized agent. Any loss or damage against which the DBRA is indemnified under Section 7(a) above that is recovered by such insurance shall offset the liability of the Developer to DBRA under this Agreement.

(d) If any suit, action or proceeding is brought against the DBRA or any Indemnified Person related to the subject matter hereof, that action or proceeding shall be defended by counsel to the DBRA or the Developer, as the DBRA shall determine. If the defense is by counsel to the DBRA, the Developer shall indemnify the DBRA and Indemnified Persons for the reasonable cost of that defense including reasonable counsel fees. If the DBRA determines that the Developer shall defend the DBRA or Indemnified Person, the Developer shall immediately assume the defense at its own cost. The Developer shall not be liable for any settlement of any proceedings made without its consent (which consent shall not be unreasonably withheld, delayed or conditioned).

(e) The Developer shall also indemnify the DBRA for all actual reasonable costs and expenses, including actual reasonable counsel fees, incurred in:

(i) enforcing any obligation of the Developer under this Agreement or any related agreement to which the Developer is a party,

(ii) taking any action requested by the Developer, or

(iii) to the extent that such cost or expense exceeds or is not subject to Section 5 herein, taking any action on behalf of the Developer that is required of the Developer, or which is otherwise considered necessary by the DBRA, under this Agreement or any related agreement to which the Developer is a party.

(f) The obligations of the Developer under this section shall survive any assignment or termination of this Agreement.

(g) The Developer shall not be obligated to indemnify the DBRA or any Indemnified Person under subsection (a), to the extent a court with competent jurisdiction finds that the liability in question was caused by the gross negligence or willful misconduct of the DBRA or the involved Indemnified Person(s), unless the court determines that, despite the adjudication of liability but in view of all circumstances of the case, the DBRA or the Indemnified Person(s) is (are) fairly and reasonably entitled to indemnity for the expenses which the court considers proper.

8. Loss of Revenue from a Taxing Jurisdiction

It is understood that the Brownfield Plan as approved is intended to capture Tax Increment Revenues from several taxing jurisdictions. In the event that a taxing jurisdiction, or any other party, challenges the capture of any tax revenues and the State, an agency thereof, or a court of competent jurisdiction issues an order preventing the capture and use of those revenues and requiring the refund or repayment of any captured Tax Increment Revenue previously paid to Developer pursuant to this Agreement, the Developer agrees to repay to the DBRA the captured Tax Increment Revenues previously paid to Developer pursuant to this Agreement and the DBRA agrees to reimburse the Developer, from future capturable revenues, any such repayment by the Developer .

9. Effective Date.

This Agreement shall take effect upon the execution date of the DBRA or Developer, whichever is later.

10. Developer Obligations, Representations and Warranties; Termination and Enforcement.

(a) Developer represents and warrants the following:

(i) With respect to the Subject Property, Developer is not a party responsible for an activity causing a release under sections 20126 or 21323a of the Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.20126 and 324.21323a.

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

(iii) Unless otherwise agreed to in writing by the DBRA, subject to any Force Majeure Event (as such term is defined in Section 11(k)), Eligible Activities will begin by no later than twenty-four (24) months after the Effective Date and be completed in the manner and in compliance with the terms of the Plan within three (3) years after execution of this Agreement. Notwithstanding anything to the contrary in this subsection, any long-term monitoring or operation or maintenance activities or obligations that may be required will be performed in compliance with the terms of the Plan or MSF Work Plan or EGLE Work Plan and any documents prepared pursuant to such Plan or MSF Work Plan or EGLE Work Plan.

(iv) Neither the Plan nor the development of the Subject Property include a land bank incentive financing component from, and the Subject Property is not and will not be included in, the City of Detroit Land Bank, Wayne County Land Bank or State of Michigan Land Bank.

(v) Except for the NEZ, the Subject Property is not subject to any current or pending property tax adjustments, property tax abatements or property tax assessment appeals, not previously disclosed in writing to DBRA, and the Developer shall provide a sworn statement to the DBRA prior to each reimbursement under this Agreement indicating whether such an adjustment,

abatement or appeal is then pending. In the event the Subject Property becomes subject to any property tax adjustments, property tax abatements or property tax assessment appeals (pending or otherwise) during the term of the Plan, the Developer shall immediately provide the DBRA with written notice of such event and the effective date of any adjustment, abatement or appeal; and upon receipt of said notice, the DBRA shall adjust the amount of Tax Increment Revenue available for capture pursuant to the Plan and future reimbursements to the Developer under this Agreement to the extent impacted by the adjustment, abatement or appeal. The Developer acknowledges that said adjustment, abatement or appeal may result in the repayment of any captured Tax Increment Revenue previously paid to the Developer pursuant to this Agreement and the Developer agrees to repay to the DBRA the captured Tax Increment Revenues previously paid to Developer in such amounts requested by the DBRA to the extent impacted as a result of such adjustment, abatement or appeal. The DBRA may, at its discretion and without consent of the Developer, set-off any amount owing to the Developer under this Agreement to satisfy any repayment obligation of the Developer under this Section 10(a)(v).

(vi) On the first anniversary of the Effective Date and subsequently recommencing on each annual anniversary thereof, the Developer shall execute and deliver a report, substantially in the form attached hereto as Exhibit D, to the DBRA regarding the status of the Project and said report shall include all information necessary for the DBRA to report to the City, EGLE and/or MSF under section 16(3) of Act 381. The DBRA may waive this requirement in writing in its sole discretion. The DBRA may, at its discretion and without consent of the Developer, withhold any amount owing to the Developer under this Agreement in the event Developer fails to comply with this Section 10(a)(vi).

(vii) No action, suit, proceeding or investigation, judicial, administrative or otherwise (including without limitation any reorganization, bankruptcy, insolvency or similar proceeding), currently is pending or, to the best of Developer's knowledge, threatened against Developer or its members which, either in any one instance or in the aggregate, may have a material, adverse effect on Developer's ability to complete the Project or perform its obligations under this Agreement.

(viii) Developer shall comply with the DBRA Guidelines, as amended.

(ix) Developer shall comply with any and all applicable local, state and federal laws, regulations, rules, codes, ordinances, and executive orders.

(b) The DBRA may terminate this Agreement if the Plan is terminated or abolished pursuant to Act 381 or should Developer (1) fail to fulfill in a timely and proper manner any of its obligations under this Agreement; or (2) violate a representation or warranty in Section 10(a); or (3) fail to complete the development project as substantially described in the Plan, subject to changes to the development project approved by the DBRA; provided that before such termination the DBRA shall deliver to the Developer a written notice of termination specifically describing the breach causing issuance of the notice of termination, unless otherwise stated herein, and the Developer shall have thirty (30) days after delivery of the notice to cure such breach; provided however, if the nature of the breach is such that thirty (30) days is not a reasonable time to complete the cure, then provided Developer has commenced activities to cure the breach and is diligently pursuing the cure of the breach, Developer shall have a reasonable time to cure the breach, provided, however, in no event shall such cure period exceed ninety (90) days without the prior written consent of DBRA. If the Developer cures within the time allowed (as may be extended), then this Agreement shall not be terminated for the breach. If the Developer does not cure, then the termination shall be effective on the 31st day after the notice of termination is delivered unless the cure period is extended pursuant to this Section. Notwithstanding anything to the contrary in this Section 10(b), the Developer acknowledges and agrees that no cure period shall be provided to the Developer with respect to a default

by Developer in connection with the representations and warranties described in Section 10(a)(i)-(iv) or if the Plan is terminated or abolished pursuant to Act 381.

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

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

11. Miscellaneous.

(a) Developer and the DBRA, with the assistance of their respective legal counsel, have negotiated together to reach the terms of this Agreement, participated in the drafting of this Agreement and acknowledge that this Agreement is the product of the joint effort of both parties. In no event shall the terms of this Agreement be construed more strictly against one party than the other party.

(b) This Agreement shall be binding upon and inure to the benefit of Developer and the DBRA, and their respective heirs, successors, assigns and transferees. The rights and/or obligations hereunder are assignable to any entity, except to a party liable under section 20126 of 1994 PA 451, subject to approval of the DBRA, which shall not be unreasonably withheld or delayed. In the event of any assignment or transfer of any right or obligation hereunder, such assignment or transfer shall be subject to all provisions under this Agreement. This Agreement shall not be affected or altered in any way by any sale, lease, or other disposition or sale of all or a portion of the Subject Property.

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

(d) This Agreement may be signed in counterparts.

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

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

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

(h) A party may waive any default, condition, promise, obligation or requirement applicable to any other party hereunder, provided that any such waiver shall apply only to the extent expressly given and shall not be deemed or construed to waive any such or other default, condition, promise, obligation or requirement in any past or future instance. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate officers of the waiving party, and all amendments hereto must be in writing and signed by the appropriate officers of all of the parties.

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

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

If to the DBRA:

Authorized Agent
City of Detroit Brownfield
Redevelopment Authority
500 Griswold Street, Suite 2200
Detroit, MI 48226
Phone: (313) 963-2940
Fax: (313) 963-8839

With a copy to:

Rebecca Navin, Esq.
General Counsel
Detroit Economic Growth Corporation
500 Griswold Street, Suite 2200
Detroit, MI 48226
Phone: (313) 237-4627
Fax: (313) 963-2940
Email: rnavin@degc.org

and

Municipal Law Department
Lewis & Munday, P.C.
535 Griswold Street, Suite 2300
Detroit, MI 48226
Phone: (313) 961-2550
Fax: (313) 961-1270

If to the Developer:

Brush Park Properties, LLC
79 Alfred Street
Detroit, Michigan 48201
Contact Person: Michael VanOverbeke
Phone: (248) 217-3876
Email : mjv@vmtlaw.com

With a copy to:

IN Development Partners
Stephen L. Goodman, Managing Director
650 California St., Floor 7
San Francisco, CA 94108
Phone: (415) 879-9980
Cell: (415) 312-9864
Fax: (800) 749-9020
Email: sgoodman@indevelopmentpartners.com

(k) For purposes of this Agreement, Force Majeure Event shall mean any event that is due to unforeseeable causes beyond the control and without the fault or negligence of the party seeking the benefit of the provisions of this Section, including but not limited to, civil unrest, war, terrorist strike, national

emergency, fire, flood, disease/pandemic, acts of God, material shortage, governmental order or industry wide strike and which despite the exercise of due diligence and timely actions renders it impossible for such party to begin or complete its obligations under this Agreement in compliance with the Plan. In the event of the occurrence of a Force Majeure Event, the time limitations imposed by this Agreement shall be tolled for the duration of the Force Majeure Event, provided that the party seeking the benefit of the provisions of this Section shall exercise due diligence and, within thirty (30) days after the beginning of such Force Majeure Event, have first notified the other party in writing of the causes thereof and requested an extension for the period of enforced delay and upon the conclusion of a Force Majeure Event the applicable party shall use its best efforts to complete the required action item as soon as practicably possible within the original relevant timeframe. In the event that there is any dispute as to what constitutes such Force Majeure Event, the reasonable determination of the DBRA shall be controlling.

[Signatures follow on next pages]

DEVELOPER:

BRUSH PARK PROPERTIES, LLC,
a Michigan limited liability company

By: *Michael J. VanOverbeke*

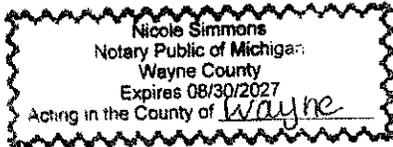
Printed Name: Michael J. VanOverbeke

Its: Managing Member

STATE OF MICHIGAN)
) ss.
COUNTY OF Wayne)

The foregoing Agreement was acknowledged before me this 23rd day of March, 2022, by Michael J. VanOverbeke, the Managing Member of Brush Park Properties, LLC, a Michigan limited liability company, on behalf of said entity.

Nicole Simmons



Notary Public
Wayne County, Michigan
My Commission Expires: 8-30-27

[DBRA signature page follows]

DBRA:

**CITY OF DETROIT BROWNFIELD
REDEVELOPMENT AUTHORITY,**
a Michigan municipal corporation

By: Melinda Jensen

Its: Authorized Agent

and

By: Jennifer Kanold

Its: Authorized Agent

STATE OF MICHIGAN)
) ss.
COUNTY OF WAYNE)

The foregoing Agreement was acknowledged before me this 15th day of March, 2022, by Melinda Jensen, and Jennifer Kanold, the Authorized Agents, respectively, of the City of Detroit Brownfield Redevelopment Authority.

Joyce D. Josaitis
Notary Public
Macomb County, Michigan
My Commission Expires: 5/25/25

APPROVED AS TO FORM ONLY:

Lewis & Munday, a Professional Corporation
Counsel to the City of Detroit
Brownfield Redevelopment Authority

By: Lewis & Munday P.C.

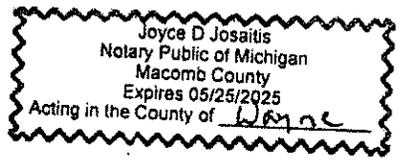


EXHIBIT A

Legal Description of Subject Property

A parcel of land described as Lots 15, 16, 17, and a part of Lot 18 of "Brush Subdivision" of part of Block 5 of Park Lots 11, 12, & 13, as recorded in Liber 1, Page 191 of Plats, City of Detroit, Wayne County, Michigan being more particularly described as:

BEGINNING at the southeasterly corner of Lot 15 of said "Brush Subdivision", also being the intersection of the westerly line of John R Street (60 feet wide) and the northerly line of Alfred Street (60 feet wide); thence along said northerly line of Alfred Street South 60 degrees 00 minutes 00 seconds West 185.49 feet; thence North 30 degrees 01 minutes 39 seconds West 166.92 feet to the southerly line of a 20-foot wide Public Alley, on the northerly line of said Lot 16; thence along said southerly alley line North 60 degrees 00 minutes 00 seconds East 178.57 feet to the westerly line of said John R Street; thence along said westerly line South 32 degrees 24 minutes 05 seconds East 167.07 feet to the **POINT OF BEGINNING**. Containing 30,385 square feet, more or less and subject to easements and restrictions of record

EXHIBIT B

Certificate of Completion

TO: CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY

AND TO: STATE OF MICHIGAN

The undersigned, the _____ of Brush Park Properties, LLC, a Michigan limited liability company (the "Developer"), hereby certifies as follows for and on behalf of the Developer in connection with certain activities at the Property (as hereinafter define):

1. Attached hereto as Exhibit A is a true, correct and complete copy of the Brownfield Plan (the "Plan") approved by the Detroit Brownfield Development Authority (the "DBRA") for the property located at _____, Detroit, Michigan (the "Property"). No proceedings have been taken or are pending to amend, surrender or cancel the Plan.

2. Attached hereto as Exhibit B is the true, correct and complete copy of all documents that set forth the activities to be completed in preparation of or pursuant to the Plan for the Property, which may include without limitation, the Phase I Environmental Site Assessment, Phase II Environmental Site Assessment, Baseline Environmental Assessment, Due Care Plan, Michigan Department of Environment, Great Lakes and Energy work plan or remedial action plan, and the Michigan Strategic Fund work plan (collectively, the "Documents").

3. Attached hereto as Exhibit C is a copy of the Certificate of Occupancy (temporary or permanent) issued by the municipal authority having jurisdiction over the Property as evidence that the construction of the Project has been completed in accordance with the construction permits issued by the municipal authority.

4. Except as otherwise set forth in Exhibit B, all activities or obligations set forth in the Documents have been completed in the manner and in compliance with the terms of the Documents; provided, however, that any long-term monitoring or operation or maintenance activities or obligations set forth in the Documents, will be performed in compliance with the terms of the Documents.

IN WITNESS WHEREOF, the undersigned has executed this Certificate on this ____ day of _____, 202__.

BRUSH PARK PROPERTIES, LLC,
a Michigan limited liability company

By: _____

Its: _____

EXHIBIT C

Certificate of Reimbursement

TO: CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY

AND TO: STATE OF MICHIGAN

The undersigned, as the _____ of Brush Park Properties, LLC, a Michigan limited liability company (the "Developer"), submits this certification pursuant to the Reimbursement Agreement executed between the Developer and the Detroit Brownfield Development Authority (the "DBRA") on _____, 2022 (the "Reimbursement Agreement"). As _____ of Developer, and in the name of and on behalf of the Developer in connection with certain activities completed at the Property (as hereinafter defined), I hereby certify as follows:

1. As _____ of Developer, I am authorized to execute and deliver this certification, and can commit the Developer to the conditions, obligations, stipulations, and undertakings contained in the Brownfield Plan (the "Plan") approved by the DBRA and the Reimbursement Agreement for the property located at _____, Detroit, Michigan (the "Property").

2. Attached as Exhibit A is a narrative description of the activities that have been completed for the Property as of the date of this Certification for which the Developer seeks reimbursement. These activities qualify as Eligible Activities under Act 381, Public Acts of Michigan, 1996, as amended, and are eligible for reimbursement pursuant to the Plan and the Reimbursement Agreement. The activities set forth in Exhibit A have been completed in the manner and in compliance with the terms of the Plan and the Plan's supporting documents.

3. Attached as Exhibit B are true, correct and complete copies of all: (a) documents or reports for which reimbursement is requested; (b) invoices covering the activities for which the Developer seeks reimbursement; and (c) substantiating documents for such invoices.

4. The Subject Property is not subject to any current or pending property tax adjustments or property tax assessment appeals, except as previously disclosed to the DBRA in writing.

5. None of the costs for which reimbursement is requested represent costs that: (a) have been paid for with a grant or loan that has been forgiven; or (b) are costs for which a credit was received by the Developer.

IN WITNESS WHEREOF, the undersigned has executed this Certificate for Reimbursement on this _____ day of _____, 202__.

BRUSH PARK PROPERTIES, LLC,
a Michigan limited liability company

By: _____

Its: _____

The foregoing instrument was acknowledged before me on this _____ day of _____, 202__, by _____, the _____ of Developer.

Notary Public

Acting in _____ County, _____
My Commission Expires: _____

EXHIBIT D

ANNUAL ACTIVE PROJECT REPORTING FORM

TO: THE DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY

The undersigned, as the _____ of Brush Park Properties, LLC, a Michigan limited liability company (the "Developer"), submits this reporting form pursuant to the Reimbursement Agreement executed between the Developer and the Detroit Brownfield Development Authority (the "DBRA") on _____, 2022 (the "Reimbursement Agreement"). As _____ of Developer, and in the name of and on behalf of the Developer in connection with certain activities completed at the Property (as hereinafter defined), I hereby certify as follows:

1. As _____ of Developer, I am authorized to execute and deliver this reporting form, and can commit the Developer to the conditions, obligations, stipulations, and undertakings contained in the Brownfield Plan (the "Plan") approved by the DBRA and the Reimbursement Agreement for the property located at _____, Detroit, Michigan (the "Property").

2. Attached as Exhibit A is a report on the status of the Project (as defined in the Plan) and contains the information necessary for the DBRA to report to the City of Detroit, Michigan Department of Environment, Great Lakes and Energy and/or the Michigan Strategic Fund under section 16(3)(f), (j), (i), (j), and (k) of Act 381, Public Acts of Michigan, 1996, as amended.

IN WITNESS WHEREOF, the undersigned has executed this Annual Active Project Reporting Form on this ____ day of _____, 202__.

BRUSH PARK PROPERTIES, LLC,
a Michigan limited liability company

By: _____

Its: _____

The foregoing instrument was acknowledged before me on this ____ day of _____, 202__, by _____, the _____ of Developer.

Notary Public
Acting in _____ County, _____

My Commission Expires: _____

EXHIBIT A TO EXHIBIT D

ANNUAL ACTIVE PROJECT REPORT

DATE	
PROJECT NAME	The CODA Brush Park Redevelopment Project
STATUS OF PROJECT	
TOTAL CAPITAL INVESTMENT	
SQUARE FEET OF REHABILITATED RESIDENTIAL	
NUMBER OF RESIDENTIAL UNITS	
SQUARE FEET OF RETAIL	
SQUARE FEET OF COMMERCIAL	
SQUARE FEET OF INDUSTRIAL	
*LINEAR FEET OF PUBLIC INFRASTRUCTURE INSTALLED (ex. green storm water projects, sewer line, water line, curb, etc.)	
* SQUARE FEET OF PUBLIC INFRASTRUCTURE INSTALLED (ex. parking structures, green storm water projects, sidewalk, road, alley, etc.)	
NUMBER OF TEMPORARY JOBS CREATED	
PERCENTAGE OF TEMP. JOBS WITH DETROIT RESIDENTS	
NUMBER OF PERMANENT JOBS CREATED	
NUMBER OF PERMANENT JOBS CREATED WITH DETROIT RESIDENTS	
NUMBER OF JOBS RETAINED	
*only if costs are part of tax increment financing reimbursement request	

AFFIDAVIT

Certification of Information

State of Michigan)
)
County of Wayne)

I, _____, being first duly sworn, depose and hereby represent and warrant
(Name of Company Officer)
on behalf of Brush Park Properties, LLC, a Michigan limited liability company (“Company”) that: (i) the information the Company provided on the attached City of Detroit Brownfield Redevelopment Authority Annual Active Project Report, and any supporting documentation attached thereto, is true and accurate to the best of my knowledge as of the date submitted to the City of Detroit Brownfield Redevelopment Authority; and (ii) the undersigned is fully authorized to provide said certification on behalf of the Company.

BRUSH PARK PROPERTIES, LLC,
a Michigan limited liability company

By: _____

Its: _____

Date

Subscribed and sworn to before me this
_____ day of _____, 20__

Notary Public
Wayne County
My Commission Expires: ____/____/____

1 “To the best of my knowledge” shall mean (a) in the case of an individual, a particular fact or matter actually known or which could be expected to be known after reasonable inquiry in the ordinary and usual course of the performance of his or her professional responsibilities, and (b) in the case of an Entity, if any individual who is serving as an executive officer or manager has, or at any time had, actual knowledge or could have been expected to know after reasonable inquiry in the ordinary and usual course of the performance of his or her professional responsibilities, of such fact or other matter.

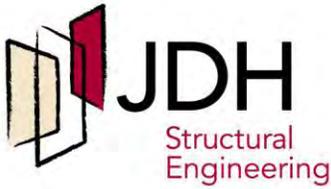
Honorable City Council

January 5, 2023

14

EXHIBIT H

Structural Engineer Report



Tuesday, August 30th 2022

Mr. Michael VanOverbeke
79 Alfred St
Detroit, MI 48201

Re: Inspection of Brick Structure
2827 John R St
Detroit, MI

Mr. VanOverbeke,

On August 16th I visited 2827 John R St in Detroit MI to review the condition of the brick structure. Also present on-site at the time of the visit were Michael Brady of AM Higley and Michael VanOverbeke, the building owner. The purpose of this letter is to communicate the current condition of the structure at the subject address. For this letter, it is assumed that the east side of the building is parallel to John R. Further, the review focused on the north portion of the building, the Carriage House, as the south portion of the structure was previously approved to be removed as part of the future building proposed for this site.

Description of structure:

The Carriage House has exterior walls built of multi-wythe unreinforced brick. There is one internal brick wall perpendicular to the north wall extending to the middle of the building. The structure originally had one elevated floor. An addition was constructed south of the Carriage House. This structure consists of two spaces – one a multi-wythe brick bearing wall construction and the second with concrete masonry unit block walls with brick veneer. Both additional areas are in a failed state and were previously approved to be demolished.



Picture 1: View of the Interior of the Carriage House



Picture 2: View of Interior of Carriage House

Existing Condition:

There is extensive damage to the Carriage House including the loss of the roof and most of the second floor. Evidence of fire damage can be seen on remaining wood window lintels and floor and roof joists. There is significant vegetation growing on the exterior of the north wall and the exterior and interior of the east wall.

Statement of Findings:

The Carriage House is in a failed state and is slowly collapsing. The rate of collapse appears to be increasing. It is not safe to enter the building to do the work required to stabilize the walls as the work will more than likely cause the walls to fail. A controlled demolition of the structure is required to prevent an uncontrolled collapse.

The Carriage House is in a failed state because:

1. The walls are currently unstable (see page 3).
2. Elements of support have been removed (see page 4).
3. The foundations appear to be undermined (see page 10).
4. The brick and mortar are no longer able to resist the design loads (see page 12).

Stability of Walls

When the Carriage House was originally constructed the roof braced the top of the wall and the second floor braced the wall at approximately mid-height. Without the roof and floor, the walls are cantilevered from the foundation level. As the wall is unreinforced and not designed to act as a cantilever, the brick is being stressed in ways it was not originally intended to be stressed. This has led to significant movement of portions of the walls. While it was unsafe to climb on the walls to measure the amount of movement, the movement is large enough to be seen with the unaided eye. Further, observations over the past months have shown increases in the wall movement indicating that the structure continues to deteriorate and is not in a settled position.

Wall movement was noted to be most extensive in the following locations:

- a. The gable in the North wall is leaning toward the north (exterior of the building).
- b. The gable in the South wall is leaning toward the north (interior of the building).
- c. The gable in the East wall has already collapsed and the remaining portions of the wall lean toward the East (exterior of the building).
- d. The top of the West wall is leaning toward the east (interior of the building).

The remaining portions of the roof and floor may be supporting the walls in unintended and unpredictable ways. Removing these members will accelerate the collapse of the structure.



Picture 3: East Wall of Carriage House with Collapsed Gable



Picture 4: Leaning Gable in South Wall.

Missing Elements of Support

When originally built, the brick above the approximately 26 openings in the walls was supported by solid wood lintels. Of these lintels, all but 3 show extensive damage from either fire, water, or both. The three remaining lintels are in fair condition. Above the windows, the bricks are cracked and the bricks between the top of the opening and the cracks are slowly deflecting, or in the worst cases already falling. Eventually these portions of the wall will collapse.



Picture 5: Missing Lintel at Opening in South Wall.



Picture 6: Missing Lintel at Opening in South Wall.



Picture 7: Crack Below Window in West Wall



Picture 8: Crack Between Windows in West Wall



Picture 9: Crack Above Window in North Wall

The large number of openings in the walls reduces the stiffness and integrity of the walls and have caused the walls to twist as they move. This is visible in openings that are no longer square and in walls that are moving in different directions at the top and middle of the walls.



Picture 10: View of South Wall with Non Square Openings

The intersections of the walls at the corners have cracks running vertically along one of the intersecting walls. As the walls move out at the top they pull away from the intersecting wall. These cracks are visible along the full height of the wall.



Picture 11: Crack Along Intersection of Walls at Southwest Corner.



Picture 12: Crack Along Intersection of Walls at Northeast Corner.



Picture 13: Crack Along Intersection of Walls at Northeast Corner.

Undermined Foundation

The geotechnical investigation found that the foundations for the Carriage House walls are stacked stone. The owner of the building indicated that for a time a water line was pouring water onto the building floor. A sinkhole is present in the alley north of the building in the vicinity of this pipe. It appears that this prolonged exposure to water has undermined the foundations. Further investigation into the damage to the foundations would require unsafe excavation at the inside and outside of the building walls. This investigative process could lead to further building damage.



Picture 14: Loss of Soil at Foundation of the Center Wall.



Picture 15: Sinkhole in Alley.

The interior brick wall in the center of the north wall is deteriorated in a similar way to the exterior walls. The lintels have been damaged and have significant section loss. This has led to cracks in the mortar joints above the north opening. The southernmost pier in this wall is deteriorating causing it to lean to the west near the floor and is in danger of collapse. This buckling has caused the wall to move at the top toward the east.



Picture 16: Wall in Center of Building Missing Lintels.



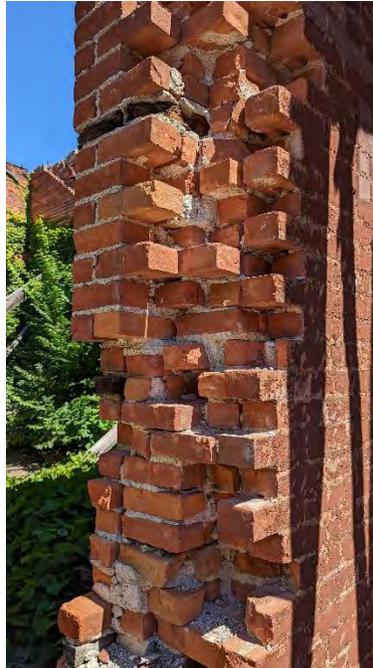
Picture 17: Wall in Center of Building.

Deteriorated Brick

The brick and mortar is weaker than modern brick construction would be. The brick is more brittle than modern brick and is not made in a way that is compatible with reinforcing. The mortar is weak and can be removed using fingers. The lack of strength of the brick has been enhanced by prolonged exposure to the elements.

Some of the deterioration of this structure is increasing the exposure to the elements. The collapsed gable on the east wall has caused advanced deterioration of surrounding brick as it opened up the top of the wall allowing water to infiltrate the brick. The continued exposure to the elements are causing the bricks to continue to fall off the wall.

In addition to the damaged location at the east wall, the deterioration is most noticeable at the top of the walls, above openings and along both vertical sides of the opening on the east end of the south wall. Because it is unsafe to climb to the upper elevations of the wall it is not possible to ascertain the condition of these bricks now exposed to weather. It is likely that the infiltration of water and freeze thaw cycles experienced in the winter have caused the brick to deteriorate.



Picture 18: Loose Brick at Opening in South Wall.

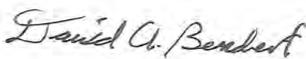
Conclusions

The building is in a failed state and should not be entered. With the unreinforced walls cantilevered from the foundation, the remaining structure is unstable. While significant portions of the roof and elevated floor have been damaged and removed, it is possible that the remaining wood joists are providing some support for the walls. Cleaning up the building and removing these pieces, which is required to install bracing, could further destabilize the structure. Additionally, the south portion of the structure is bracing the south wall of the Carriage House. Work to demolish this south portion of the building will impact the south wall of the Carriage House. Further, work to install foundations inside of the Carriage House will destabilize the foundations and the walls. Finally, vibrations related to construction activity north of the alley will likely further destabilize the walls of this structure.

It is my recommendation that this building be demolished in a controlled manner before it collapses.

If you have any questions, please do not hesitate to contact us.

Sincerely,



David Bendert, P.E.
JDH Engineering, Inc.
State P.E. Lic. No. 57046



Appendix:

Following are additional pictures showing the advanced deterioration of this structure.



Picture A. 1: View of South Wall.



Picture A. 2: View of East Wall



Picture A. 3: View of North Wall.



Picture A. 4: View of West Wall.



Picture A. 5: Exterior View of North Wall.



Picture A. 6: Interior View of the Carriage House.



Picture A. 7: Interior View of the South Addition.



Picture A. 8: Failed Façade of the South Addition.

EXHIBIT I

09/14/22 Public Hearing Notice of the HDC

**NOTICE OF PUBLIC HEARING
DETROIT HISTORIC DISTRICT COMMISSION**

Public hearings for proposed work affecting the properties listed below are scheduled for **Wednesday, September 14, 2022**, beginning at 5:30 PM. The Detroit Historic District Commission will be meeting in person in the **Erma L. Henderson Auditorium, 13th Floor, Coleman A. Young Municipal Center (2 Woodward)** for the Regular Meeting. Virtual public attendance is strongly encouraged as, pursuant to public health guidelines, the meeting room will be subject to space limitations, and there are limited additional opportunities for public viewing within the building. This mailed notification is required under Section 21-2-77 of the 2019 Detroit City Code

Applications Subject to PUBLIC HEARING

HD = Historic District * = Violation/Work completed without Historic District Commission approval

7650 E. Jefferson – R. Thornton Brodhead Armory HD – Demolish rear section, salvage certain elements, rehabilitate building and erect rear addition for new use

2001 Chicago – Boston-Edison HD – Erect garage

***1830 Church – Corktown HD** – Demolish garage*

2843-63 Brush (286 Edmund Place) – Brush Park HD – Erect multi-family building

2827 John R and 105 Alfred– Brush Park HD – Demolish buildings, erect mixed-use building

***601 Lodge Dr. – Berry Subdivision HD** – Demolish garage*, erect garage

Join Zoom meetings from your computer using this link: <https://cityofdetroit.zoom.us/j/532007617>
-OR

Call the following number from any phone: 312-626-6799 Meeting ID: 532 007 617

You are being notified of these hearings because you live or own property within 500 feet of one of the above listed properties. Project submissions can be found on the HDC website. You may express your opinion regarding the proposed projects either during the public meeting, by leaving a message on our HDC voicemail line at the number below, or by writing to the Detroit Historic District Commission at the email address below. All comments must be received by 1 PM on September 13, 2022 in order for the Commission to consider the comments. A complete copy of the September 2022 Historic District Commission meeting agenda and all submitted application materials are available for public review on our website: www.detroitmi.gov/hdc. If you have any questions please contact Detroit Historic District Commission staff, at (313) 224-1762 or hdc@detroitmi.gov.

Notice Mailed: 09/1/2022

EXHIBIT J

09/14/22 Public Hearing Minutes of the
HDC - CODA Brush Park Excerpts

DETROIT HISTORIC DISTRICT COMMISSION REGULAR MEETING

Date: September 14, 2022

AGENDA (Actual time [audio recording time stamp])

I CALL TO ORDER (5:45 p.m. [00:15:00])

Chair Franklin Johnson called the meeting to order at 6:30 p.m.

II ROLL CALL (5:45 p.m. [00:15:15])

HISTORIC DISTRICT COMMISSION		PRESENT	ABSENT
Tiffany Franklin	Chair	X	
Jim Hamilton	Commissioner		X
Roderick Hardamon	Commissioner	X	
Richard Hosey	Commissioner		X
Alan Machielse	Commissioner	X	
Dennis Miriani	Commissioner	X	
STAFF			
Timothy Boscarino	PDD	X	
Benjamin Buckley	PDD	X	
Audra Dye	PDD	X	
Garrick Landsberg	PDD	X	
Daniel Rieden	PDD	X	
Jennifer Ross	PDD	X	
Antoine Bryant	PDD	X	
Katy Trudeau	PDD		X
Rebecca Savage	HDAB		X

III APPROVAL OF THE AGENDA (05:45 p.m. [00:15:40])

Commissioner Miriani moved to have following cases added to the Consent Agenda:

- 3940-3942 Third

Commissioner Machielse: SUPPORT

Ayes: 4 Nays: 0

MOTION CARRIED

Director Landsberg mentioned that the 3946 W. Lafayette case that has been withdrawn and that case has been struck from the agenda:

Commissioner Miriani moved to approve the agenda.

Commissioner Machielse: SUPPORT

Ayes: 4 Nays: 0

MOTION CARRIED

IV APPROVAL OF MEETING MINUTES (5:47 p.m. [00:17:20])

Staff stated that the March 30, 2022 draft minutes are posted on the website for approval.

None

COMMISSION COMMENTS (7:51 p.m. [02:21:00])

Commissioner Miriani asked about the prior approval. The applicant noted that although there was a prior Certificate of Appropriateness for a building at this location, changes in the business environment prompted this new design.

Commissioner Miriani suggested that the proposed design did not fit with the existing City Modern buildings. The applicant provided more information on the rationale for the design and compared the proposed building with the other City Modern buildings.

Commissioners Miriani and Franklin continued to discuss the design.

Commissioner Machielse suggested that the design was compatible with the surroundings.

ACTION (7:50 p.m. [02:20:35])

Commissioner Hardamon moved that:

Having duly reviewed the complete proposed scope of **Application #22-8027 for 2843-63 Brush**, and having duly considered the appropriateness thereof pursuant to Chapter 21 Article II of the 2019 Detroit City Code, and MCL 399.205 of the Local Historic Districts Act, the Commission determines the proposed application **WILL BE APPROPRIATE** according to the standards of review set forth in the state and local legislation, and therefore **ISSUES a CERTIFICATE OF APPROPRIATENESS** for the proposed work.

Commissioner Machielse: **SUPPORT**

Ayes: 4 Nays: 0

MOTION CARRIED

APPLICATION/STAFF REPORT NUMBER: 22-8004 (8:01 p.m. [02:31:15])

ADDRESS: 2827 John R and 105 Alfred

HISTORIC DISTRICT: Brush Park

APPLICANT: Michael Van Overbeke

OWNER: Michael Van Overbeke

SCOPE OF WORK: Demolish buildings, erect mixed-use building

Staff provided a summary of the project. The proposal is to demolish a building, with additions on the John R Parcel. The Alfred parcel is currently vacant. The applicant in 2018 received a Certificate of Appropriateness to rehabilitate the John R building, and in 2020 received approval to demolish adjacent twentieth century storefronts. However, the John R building has since been damaged by a fire, and the applicant proposes to demolish it and erect a new building with comparable massing. Staff noted that the existing building is hazardous and may warrant a Notice to Proceed.

APPLICANT COMMENTS (8:06 p.m. [02:36:30])

Michael Van Overbeke, the applicant and owner, described the condition of the existing building as well as the design of the proposed building.

PUBLIC COMMENT: (8:10 p.m. [02:40:10])

None

COMMISSION COMMENTS: (8:10 p.m. [02:40:45])

Commissioner Machielse observed that the building is in danger of collapse.

Commissioners Miriani and Franklin and the applicant discussed the design of the proposed building.

ACTION (8:14 p.m. [02:44:35])

Commissioner Miriani moved that:

Having duly reviewed the complete proposed scope of **Application #22-8004 for 2827 John R**, and having duly considered the appropriateness thereof pursuant to Chapter 21 Article II of the 2019 Detroit City Code, and MCL 399.205 of the Local Historic Districts Act, the Commission determines the proposed application **WILL NOT BE APPROPRIATE** according to the standards of review set forth in the state and local legislation, but without substantial detriment to the public welfare and without substantial derogation from the intents and purposes of the city's historic ordinance, and therefore **ISSUES a NOTICE TO PROCEED** for the proposed work, contingent upon satisfaction of the conditions identified in prong 1 of Section 21-2-78 as such:

- *The resource constitutes a hazard to the safety of the public or its occupants.*

Commissioner Machielse: SUPPORT

Ayes: 4 Nays: 0

MOTION CARRIED

APPLICATION/STAFF REPORT NUMBER: 22-8001 (8:15 p.m. [02:45:00])

ADDRESS: 601 Lodge

HISTORIC DISTRICT: Berry Subdivision

APPLICANT: Paul Mulier (Mulier Construction) and Kathleen Schultz

OWNER: Kathleen and Thomas Schultz

SCOPE OF WORK: Demolish garage (work completed without approval), erect garage

Staff provided a summary of the proposal. The garage was demolished without approval by a previous owner. The current owners propose to build a new garage of similar style and massing to the demolished garage. Staff noted that the neighborhood association supports the proposal

APPLICANT COMMENTS (8:20 p.m. [02:50:00])

Katie Schultz, the applicant, stated that they would prefer to use the vinyl window shown in the proposal.

PUBLIC COMMENT: (8:20 p.m. [02:50:50])

Honorable City Council

January 5, 2023

17

EXHIBIT K

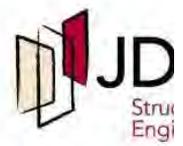
Updated Building Design Presentation











August 30, 2022
Memorandum fo
Subject: Carriage



CHARRED WOOD B
DELTA MILLWORKS











EXHIBIT L

Building Permit



City of Detroit
Buildings, Safety Engineering and Environmental Department
Building Division
Coleman A. Young Municipal Center
2 Woodward Avenue, 4th Floor, Suite 408, Detroit, Michigan 48226
(313) 224-3202

BUILDING PERMIT

SITE ADDRESS: 2827 JOHN R **PERMIT NO.:** **BLD2021-06750**
PARCEL NUMBER: 01000669. **SECTOR:** **APPLIED:** 10/29/2021
TYPE OF WORK: New **ISSUED:** 09/19/2022
ESTIMATED COST : \$13,966,577.00 **EXPIRES:** **03/18/2023**
USE: Multi-Family Dwelling/Office/Restaurant/Onsite Consumption/Structure **PMR No.:** **PMR2021-06871**
PERMIT DESCRIPTION: Per HDC Cert#20-6737, Construct New 5 Story Multi-Family Dwelling (10 Units)/Office/Restaurant/Onsite Consumption/Parking Structure & Site Work per plans. Subject to Field Approval, HDC Certificate of Appropriateness Conditions, and all Applicable Federal, State, and

ZONING DISTRICT: B4-General Business **USE GRP:** R-2 310.4 **FL AREA:**
BLDG TYPE CODE: 2B - CONC/STL (FP 111) **STORIES:** 5 **GROUND AREA:**
BETWEEN: Between and **SIZE:** 11704.00
LOT NO.: **SUBDIVISION:** 01000669.

<u>Owner</u>	<u>Applicant</u>	<u>Contractor</u>
Michael J. VanOverbeke 79 Alfred St Detroit	Ryan P Doyle 719 Griswold St, Suite 280 Detroit, MI 48226	

Fees			
Type	Status	Date	Amount
Building Permit Fee Balance (70%)	INVOICED	09/16/2022	\$86,692.20
Building Permit Deposit	INVOICED	09/16/2022	\$37,153.80
Electrical Plan Review Fee	INVOICED	09/16/2022	\$4,953.84
Mechanical Plan Review Fee	INVOICED	09/16/2022	\$3,000.00
Plumbing Plan Review Fee	INVOICED	09/16/2022	\$3,000.00
Fire Plan Review Fee	INVOICED	09/16/2022	\$3,715.38
Total:			\$138,515.22

Please be advised per the **2015** Michigan Building Code: Each permit issued by the code official under the provisions of the code shall expire by limitation and become null and void if the work authorized by the permit has not begun within 180 days from the issued date of the permit or if not inspected, after the work has begun for a period of 180 days. Before the work may be restarted, the permit shall be reinstated if the code has not changed. If the code has changed and the work was not started, a new permit is required based on the current requirements.

EXHIBIT M

HDC Notice to Proceed

DHDC 22-8004

APPROVAL DOCUMENT – POST AT WORK LOCATION

CITY OF DETROIT
HISTORIC DISTRICT COMMISSION

2 WOODWARD, SUITE 808
DETROIT, MICHIGAN 48226

9/20/2022

NOTICE TO PROCEED

Michael VanOverbeke
79 Alfred Street
Detroit, MI

**RE: Application Number 22-8004; 2827 John R and 105 Alfred; Brush Park Historic District
Project Scope: Demolish existing structures, erect mixed-use building**

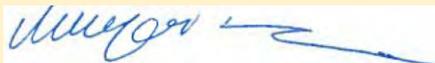
Dear Applicant,

At the Regular Meeting that was held on September 14, 2022, the Detroit Historic District Commission (“DHDC”) reviewed the above-referenced application. Pursuant to Section 5(1)/5(6) of the Michigan Local Historic District Act, as amended, being MCL 399.205 (1) and (6), and Sections 21-2-73, 75 and 78 of the 2019 Detroit City Code; the DHDC hereby issues a Notice to Proceed (“NTP”) for the following work, effective on September 20, 2022, as the work does not meet the Secretary of Interior’s Standards for Rehabilitation and the district’s Elements of Design, but is without substantial detriment to the public welfare and without substantial derogation from the intents and purposes of Article II, Chapter 21, and where one or more of the conditions of Section 21-2-75 have been met:

- *1). The resource constitutes a hazard to the safety of the public or the occupants*

Please retain this NTP for your files and post it at the subject property until work is complete. It is important to note that approval by the DHDC does not waive the applicant's responsibility to comply with any other applicable ordinances or statutes. If you have any questions regarding the foregoing, please contact staff at 313-224-1762 or hdc@detroitmi.gov.

For the Commission:



Jennifer Ross
Detroit Historic District Commission