



BOARD OF COMMISSIONERS

1 S. Main St., 9th Floor
Mount Clemens, Michigan 48043
586.469.5125 ~ Fax: 586.469.5993
www.macombBOC.com

NOTICE OF MEETING

There will be a meeting of the **BOARD OF COMMISSIONERS** on Thursday, October 16, 2014, at **7 p.m.**, on the 9th Floor of the County Administration Building, in the Commissioners' Board Room, Mount Clemens.

(Invocation this month is by Commissioner Kathy Tocco)

PRELIMINARY AGENDA

1. Correspondence from Executive
2. **COMMITTEE REPORTS:**
 - a) Economic Development, October 8 (page 1) (attached)
 - b) Health and Human Services, October 14 (to be provided)
 - c) Infrastructure, October 14 (to be provided)
 - d) Finance, October 15 (to be provided)
3. Approve Contract with URS Corporation/Engineering Services for Traffic Operations Center/Department of Roads (adopted via bypass process on 9-12-14) (page 63) (attached)
4. Board Chair's Report (to be provided)
5. New Business
6. Public Participation (five minutes maximum per speaker or longer at the discretion of the Chairperson)
7. Executive Session to Discuss Pending Litigation Re: Martha T. Berry (page 105) (attached)

Corinne Bedard
Committee Reporter

MACOMB COUNTY BOARD OF COMMISSIONERS

David J. Flynn – Board Chair
District 4

Kathy Tocco – Vice Chair
District 11

Mike Boyle – Sergeant-At-Arms
District 10

Toni Mocerì – District 1
Don Brown – District 7

Marvin Sauger – District 2
Kathy Vosburg – District 8

Veronica Klinefelt – District 3
Fred Miller – District 9

Robert Mijac - District 5
Bob Smith – District 12

James Carabelli – District 6
Joe Sabatini – District 13



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October 8, 2014

TO: BOARD OF COMMISSIONERS

FROM: ROBERT MIJAC, CHAIR
ECONOMIC DEVELOPMENT COMMITTEE

RE: RECOMMENDATION FROM ECONOMIC DEVELOPMENT
COMMITTEE MEETING OF OCTOBER 8, 2014

At a meeting of the Economic Development Committee, held Wednesday, October 8, 2014, the following recommendation was made and is being forwarded to the October 16, 2014 Full Board meeting for approval:

1. COMMITTEE RECOMMENDATION – MOTION (SEE ATTACHED)

A motion was made by Carabelli, supported by Smith, to recommend that the Board of Commissioners approve the amended Chesterfield Towne Centre Properties Brownfield Redevelopment Work Plan and authorize the Macomb County Brownfield Redevelopment Authority staff to work with project stakeholders, the Michigan Economic Development Corporation (MEDC) and the Michigan Department of Environmental Quality (MDEQ) in the development of a State of Michigan approved plan; further, a copy of this Board of Commissioners’ action is directed to be delivered forthwith to the Office of the County Executive. **THE MOTION CARRIED WITH MOCERI VOTING “NO.”**

A MOTION TO ADOPT THE COMMITTEE REPORT WAS MADE BY CHAIR MIJAC, SUPPORTED BY VICE-CHAIR CARABELLI.

MACOMB COUNTY BOARD OF COMMISSIONERS

- | | | | | |
|--|---|--|---------------------------|------------------------------|
| David J. Flynn – Board Chair
District 4 | Kathy Tocco – Vice Chair
District 11 | Mike Boyle – Sergeant-At-Arms
District 10 | | |
| Toni Mocerì – District 1 | Marvin Sauger – District 2 | Veronica Klinefelt – District 3 | Robert Mijac - District 5 | James Carabelli – District 6 |
| Don Brown – District 7 | Kathy Vosburg – District 8 | Fred Miller – District 9 | Bob Smith – District 12 | Joe Sabatini – District 13 |



Macomb County Executive Mark A. Hackel

Mark F. Deldin
Deputy County Executive

To: David Flynn, Board Chair

From: Pamela J. Lavers, Assistant County Executive

Date: September 11, 2014

**RE: Agenda Item – Planning & Economic Development, Chesterfield Towne Centre
Brownfield Redevelopment Work Plan**

Attached you will find documentation and a resolution from Planning & Economic Development Deputy Director, Vicky Rad, to approve the amended Chesterfield Towne Centre Properties Brownfield Redevelopment Work Plan and authorize the Macomb County Brownfield Redevelopment Authority staff to work with project stakeholders, the Michigan Economic Development Corporation (MEDC) and the Michigan Department of Environmental Quality (MDEQ) in the development of a State of Michigan approved plan.

The Executive Office respectfully submits this agenda item for the Commission's consideration and recommends approval of the amended Chesterfield Towne Centre Properties Brownfield Redevelopment Work Plan as stated above.

PJL/smf

cc: Stephen Cassin
Al Lorenzo
Vicky Rad
Jeff Schroeder



MACOMB COUNTY, MICHIGAN

Resolution Number:	Full Board Meeting Date:

RESOLUTION

Resolution to:

Approve the amended Chesterfield Towne Center Properties Brownfield Redevelopment Work Plan and authorize the Macomb County Brownfield Redevelopment Authority staff to work with project stakeholders, the Michigan Economic Development Corporation (MEDC) and the Michigan Department of Environmental Quality (MDEQ) in the development of a State of Michigan approved plan.

Introduced By:

Robert Mijac, Chair, Economic Development Committee

Additional Background Information (If Needed):

*At the 10-8 meeting, Commissioner Mocerri voted "No."

Committee	Meeting Date
Economic Development	10-8-14
Full Board	10-16-14



PLANNING & ECONOMIC DEVELOPMENT

1 South Main Street, 7th Floor ♦ Mount Clemens, Michigan 48043

Phone: (586) 469-5285 Fax: (586) 469-6787

www.macombgov.org/mcped

Stephen N. Cassin, AICP
Director

September 10, 2014

Date

Office of County Executive
County of Macomb
One South Main, 8th Floor
Mount Clemens, MI 48043

Planning & Economic Development Department / MCBRA
REQUEST APPROVAL / ADOPTION OF
Chesterfield Towne Centre Brownfield Redevelopment Work Plan

SUBJECT:
Chesterfield Towne Centre Properties Brownfield Redevelopment Work Plan

IT IS RECOMMENDED THAT THE EXECUTIVE SUBMIT TO THE BOARD:

Chesterfield Towne Centre Properties Brownfield Redevelopment Work Plan to the Economic Development Committee (EDC) requesting a public hearing be held on the plan at the October 8th EDC meeting. Full Board consideration of Work Plan at the October 9th Full Board meeting following Finance Committee meeting

PURPOSE / JUSTIFICATION:

Chesterfield Township is working with a developer to redevelop a contaminated site located east of I-94 and between Hall and 21 Mile Roads known as the former Chesterfield Lacons property. The developer has submitted a brownfield redevelopment work plan for the site to the Macomb County Brownfield Redevelopment Authority (MCBRA) who will approve the plan at their scheduled September 19, 2014 meeting. The next steps in the approval process is a public hearing on the plan hosted by the Macomb County Board of Commissioners and their approval of the plan. The developer will be reimbursed for EPA eligible clean-up activities through the capture of additional taxes generated by the increased value of the property (Tax Increment Financing; TIF).

The Chesterfield Township Board approved the Work Plan at their regularly scheduled meeting September 3, 2014.

FISCAL IMPACT / FINANCING:

Approval of this brownfield redevelopment work plan by the Macomb County Brownfield Redevelopment Authority and the Macomb County Board of Commissioners does not obligate Macomb County financially in this project. Macomb County only serves as a pass-through fiduciary for the tax revenues collected on the property.

<p>FACTS AND PROVISION / LEGAL REQUIREMENTS:</p> <p>Work Plan approval requires:</p> <ol style="list-style-type: none">1. Local Unit of Government approval2. MCBRA approval3. Public Hearing4. BOC approval5. State of Michigan approval <p>Per Brownfield Redevelopment Financing Act 381 of 1986 MCL</p>
<p>CONTRACTING PROCESS:</p> <p>N/A</p>
<p>IMPACT ON CURRENT SERVICES (PROJECTS):</p> <p>None</p>

Respectfully submitted,



Signature

Planning & Economic Development Department / MCBRA

MACOMB COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

**BROWNFIELD PLAN AMENDMENT FOR
CHESTERFIELD TOWNE CENTRE
REDEVELOPMENT PROJECT**

Hall Road (M-59/William P Rosso Highway) and I-94

Presented by:
Director of Brownfield Redevelopment
Macomb County Brownfield Redevelopment Authority
1 S. Main, 7th Floor
Mount Clemens, MI 48043
(586) 469-5285

Prepared by:
CTC Development Group, LLC
34120 Woodward Avenue
Birmingham, MI 48009

ASTI Environmental
10448 Citation Drive
Brighton, MI 48116
(810) 225-2800

Project 8512

Approved by Chesterfield Township on September 2, 2014

Recommended by the Brownfield Redevelopment Authority on _____

Approved by Macomb County on _____

Document date: August 22, 2014
As amended per Chesterfield Township September 2, 2014

MACOMB COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**ACT 381 WORK PLAN FOR
CHESTERFIELD TOWNE CENTRE
REDEVELOPMENT PROJECT****Hall Road (M-59/William P Rosso Highway) and I-94**

Presented by:
Director of Brownfield Redevelopment
Macomb County Brownfield Redevelopment Authority
1 S. Main, 7th Floor
Mount Clemens, MI 48043
(586) 469-5285

Prepared by:
CTC Development Group, LLC
34120 Woodward Avenue
Birmingham, MI 48009

ASTI Environmental
10448 Citation Drive
Brighton, MI 48116
(810) 225-2800

Project 8512

Approved by the State of Michigan on _____

Document date: August 22, 2014
As amended per Chesterfield Township September 2, 2014

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PROJECT SUMMARY

Project Name:	Chesterfield Towne Centre
Project Developer:	CTC Development Group, LLC
Project Location:	Four parcels without addresses located north of Hall Road (M-59/William P Rosso Highway), south of 21 Mile Road and east of I-94 in Chesterfield Township, Macomb County, Michigan.
Project Description:	The Chesterfield Towne Centre (CTC) will include 30 buildings creating an approximately 850,000 square foot mixed-use center located on 183 acres in Macomb County's growing I-94 corridor. The first development of its kind in Michigan, the CTC will be comprised of various uses integrated in a village-like setting with a mile long walking path, parks, and harmonious architecture. Anchored by a convention center and entertainment village, the development has opportunities for various users including banks, restaurants, retailers, hotels, office and medical.
Total Investment:	Estimated at \$242,000,000, not including contingency.
Job Creation:	Estimated at 1,300 new full time jobs within five years of completion.
Annual Tax Revenue:	\$205,000 (before project) \$2,100,000 (after project completed)

Brownfield Tax Increment Financing Requested

Eligible Activities:	Environmental Assessments (including Phase I & II Environmental Site Assessments, Baseline Environmental Site Assessments, and Due Care Plans); Soil Remediation; Additional Response Activities; Development and Preparation of Act 381 Combined Brownfield Plan.
Eligible Activity Costs:	\$5,802,393 (including contingency)
Total Tax Capture:	\$8,175,553 (including contingency)
Years for Reimbursement:	6 Years for local and state tax capture
BRA Administrative Costs:	\$221,547
Capture for LSRRF:	\$1,498,915 over 1 year
Capture for State BRF:	\$652,698

1.0 INTRODUCTION

Macomb County, Michigan (the "County"), established the Macomb County Brownfield Redevelopment Authority (the "Authority") pursuant to Act 381 of the Public Acts of the State of Michigan of 1996, as amended, MCL 125.2651 et. seq., which is known as the "Brownfield Redevelopment Financing Act." (Act 381). The primary purpose of Act 381 is to encourage the redevelopment of eligible property by providing economic incentives through tax increment financing for certain eligible activities and other brownfield redevelopment incentives.

The main purpose of this Brownfield Plan ("Plan") is to promote the redevelopment of and investment in certain "brownfield" properties within the County. 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 County and all taxing units located within and benefited by the Authority.

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

The purpose of this plan, to be implemented by the Authority, is to satisfy the requirements for a Brownfield Plan and Work Plan as specified in Act 381. 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. The applicable sections of Act 381 are noted throughout the Plan for reference purposes. This Plan contains information required by Section 13(1) of Act 381. Terms used in this document are as defined in Act 381.

This Plan is an amendment to a Brownfield Plan dated November 9, 2009 and approved by the County BRA. The plan is being amended to reflect: changes in Act 381 that have occurred since the original plan was approved; changes in construction costs based on the current market; a change in property ownership; and updated eligible activities based on recent environmental assessments. Work done under the previous Brownfield Plan included environmental assessments and development of a brownfield plan, but reimbursement for tax capture did not occur for the previous Developer. When approved, this Plan replaces the previously approved Plan dated November 9, 2009

1.1 Proposed Redevelopment and Future Use of Each Eligible Property

The property redevelopment will likely include over 30 retail/commercial/entertainment and research/light industrial/manufacturing buildings, in addition to a convention center and associated management office. Retail/restaurant/entertainment/commercial square footage will be approximately 530,000 square feet (planned primarily for Parcels 2 and 3 as shown in Figure 5a), manufacturing/light industrial/research will be approximately 191,000 square feet (planned primarily for Parcel 1, and the south part of Parcel 4 as shown in Figures 5b and 5c) and Convention Center square footage will be approximately 135,000 square feet (planned primarily for the north part of Parcel 4 as shown in Figure 5b), for a total of 856,000 square feet of redevelopment. The location and exact configuration of each future use will be established through the local site planning process. An estimated 1,300 new full-time jobs will be required to staff these facilities. The total cost of the project will be over \$242 million, which will include over \$236 million of private investment to complete the project.

The property is located in an area of Chesterfield that consists of mostly residential and light industrial development. In addition, Selfridge Air National Guard Base is located south of the Property, across Hall Road. Over the past 25 years Macomb County (County) has experienced more than 50 percent increase in population, and population increases have continued throughout the economic downturn, with an average growth rate of 6.7% from 2000-2010¹. The trend toward an increasing senior population is increasing the demand for easily-accessible and walkable shopping destinations, as well as medical care facilities. In addition to population growth, the County has experienced significant job growth, especially along the “new defense corridor.” This growing defense industry hub consists of manufacturing and office space along Mound Road and Van Dyke Avenue from central Warren to southern Shelby Township, approximately 12 miles long and less than three miles wide. The corridor experienced a nearly 50% increase in new jobs from 2003 (7,100) to 2009 (10,500).

1.2 Eligible Property Information

1.2.1 Location and Basis for Eligibility

The property is situated in Township 3N, Range 14E, Sections 31 and 32, Chesterfield, Macomb County. The property is located east of I-94 between Hall Road (also known as M-59 and the William P Rosso Highway) and 21 Mile Road. The property comprising the eligible property consists of four parcels and contains approximately 183 acres. The property location is shown in Figure 1 and the parcel boundaries are shown in Figure 3.

Each of the four parcels was determined to be a facility as defined in Part 201 of Act 381. The Property is considered “eligible property” as defined by Act 381, Section 2 because (a) the Property was previously utilized or is currently utilized for a commercial or industrial purpose, which could include the previous wastewater treatment lagoons; (b) the Property is a “facility” as defined by Act 381. Color site photographs are shown in Figure 4.

The Parcel Identification Numbers are currently 009-031-226-007, 009-031-476-003, 009-031-476-004 and 09-31-276-005 (the parcels do not have street addresses). The parcels and all

¹ “The New Macomb County,” December 12, 2012. Data-driven Detroit and Macomb Community College. http://datadrivendetroit.org/wp-content/uploads/2012/11/NewMacombCntyProjRept_782_13_iPack_PRNT2c.pdf.

tangible personal property located thereon will comprise the eligible property and is referred to herein as the "Property."

The legal descriptions as available from tax assessment information for each parcel are as follows. A detailed legal description for Parcels 1-3 and the North Part of Parcel 4 is included in Attachment C. The detailed legal description for the South Part of Parcel 4 is the same as shown in the tax assessment records.

Parcel ID	09-31-226-007 (North Part of "Parcel 4")
Legal Description	T3N,R14E,SEC 32; COMM AT NW COR SEC 32; TH N88*17'21"E 381.20 FT, TH S02*25'07"W 981.25 FT TO POB; TH 288.45 FT ALG A CURVE TO NE, R=550, CB N40*14'20"E 285.43 FT; TH S02*25'07"W 573.15 FT, TH S02*28'46"W 623.69 FT; TH S87*56'57"W 837.69 FT; TH S12*52'18"W 60.08 FT; TH N80*47'53"W 326.24 FT; TH N76*35'50"W 203.87 FT, TH 183.44 FT ALG A CURVE TO NE, R=957, CB N21*17'22"E 183.16 TH N26*46'50"E 464.34 FT, TH 508.35 FT ALG A CURVE TO NE, R=957, CB N41*59'53"E 502.39 FT, TH N57*12'57"E 663.0 FT, TH S32*47'03"E 121.20 FT, TH 51.65 FT ALG A CURVE TO SE, R=54, CB S60*10'58" E 49.70 FT, TH S87*34'53"E 144.18 FT TO POB; 30.24 AC

Parcel ID	09-31-476-003 ("Parcel 1" and "Parcel 2")
Legal Description	T3N,R14E, SEC 31 & 32; EDSEL FORD-ROSSO SUB (L38,P13) PART OF LOTS 1 THRU 7; TOGETHER DESC AS; COMM AT NW COR SD SEC 32; TH N88*17'21"E 280.99 FT, TH S02*25'07"W 94.80 FT TO POB; TH N87*10'38"E 30.13 FT, TH S02*25'07"W 276.14 FT, TH 430.38 FT ALG A CURVE TO SW, R-450, CB S29*49'02"W 414.16 FT, TH S57*12'57"W 745.19 FT, TH 554.03 FT ALG A CURVE TO SW R-1043, CB S41*58'53"W 547.54, TH S26*46'50"W 464.34 FT, TH 514.39 FT ALG A CURVE TO SW, R-1043, CB S12*39'07"W 509.19 FT, TH S01*28'36"E 1379.10 FT, TH 182.58 FT ALG A CURVE TO SW, R-707, CB S05*55'17"W 182.07 FT, TH S13*19'10"W 182.35 FT, TH 532.40 FT ALG A CURVE TO SW, R-2000, CB S05*41'37"W 530.83 FT, TH S01*55'57"E 568.72 FT, TH S88*04'03"W 946.70 FT, TH N46*55'58"W 127.28 FT, TH N01*55'58"W 279.57 FT, TH N14*48'47"W 631.95 FT, TH N08*05'53"E 603.0 FT, TH N24*12'26"E 1050.56 FT, TH N87*58'57"E 102.65 FT, TH N01*43'12"W 211.26 FT, TH N24*11'37"E 911.13 FT, TH N26*06'47"E 500.35 FT, TH 689.29 FT ALG A CURVE TO NE R-1127.16, CB N43*37'54"E 678.60, TH N61*09'03"E 413.65 FT, TH 454.14 FT ALG A CURVE TO NE, R-414, CB N29*43'32"E 431.71 FT, TH N01*41'59"W 6.64 FT, TH 433.39 FT ALG A CURVE TO NE, R-966.74, CB N74*20'03"E 429.77, TH N87*10'38"E 106.30 FT TO POB; 98.96 AC Split & COMB FR 009-031-226-003, 276-004, 402-004, 402-005, 426-006, 451-009, 011, 013, 015, 017, 019, 021 FOR 2009

Parcel ID	09-31-476-004 ("Parcel 3")
Legal Description	T3N,R14E,SEC 31; COMM AT SE COR SEC 31; TH S88°13'38"W 901.21 FT, TH N01°48'22"W 169.17 FT TO POB; TH N83°30'14"W 26.61 FT, TH S88°04'03"W 373.71 FT, TH N01°55'57"W 608.55 FT, TH 532.40 FT ALG A CURVE TO NE, R-2000, CB N05°41'37"E 530.83 FT, TH N13°19'10"E 117.61 FT, TH 204.79 FT ALG A CURVE TO NE, R-793, CB N05°55'17"E 204.22 FT, TH N01°28'36"W 1379.10 FT, TH 208.52 FT ALG A CURVE TO NE, R-957, CB N04°45'55"E 208.10 FT, TH S76°35'50"E 206.81 FT, TH S80°47'53"E 263.18 FT, TH S32°21'27"E 85.55 FT, TH S12°52'18"W 343.13 FT, TH S01°28'36"E 1241.25 FT, TH N88°39'44"W 93.08 FT, TH S01°23'16"W 1295.34 FT TO POB; 29.91 AC SPLIT & COMB FR 09-31-402-005 & 09-31-426-006 FOR 2009

Parcel ID	09-31-276-005 (South Part of "Parcel 4")
Legal Description	T3N, R14E, SEC 31 & 32; BEG AT E 1/4 OF SEC 31 & W 1/4 OF SEC 32; TH S87°55'57"W 752.55 FT, TH N12°52'18"E 343.13 FT, TH N32°21'27"W 85.55 FT, TH N80°47'53"W 263.18 FT, TH N76°35'50"W 206.81 FT, TH 80.02 FT ALG A CURVE TO NE, R-957, CB N13°24'10"E 80.0 FT, TH S76°35'50"E 203.87 FT, TH S80°47'53"E 326.24 FT, TH N12°52'18"E 60.08 FT, TH N87°56'57"E 837.69 FT, TH S02°28'46"W 530.64 FT, TH S87°55'36"W 184.22 FT TO POB; 11.80 AC

1.2.2 Current Ownership

The Property currently has one owner, CTC Development Group, LLC. Contact information for the current Property owner is provided below.

CTC Development Group, LLC
 Mr. Ron Estes
 34120 Woodward Ave
 Phone: 248-540-9999 Fax: 248-540-1222
restes@centermanagement.us

1.2.3 Proposed Future Ownership

Development of the Project will be completed by CTC Development Group, LLC. The contact information for CTC Development Group, LLC (the "Developer") is provided below.

CTC Development Group, LLC
 Mr. Ron Estes
 34120 Woodward Ave
 Phone: 248-540-9999 Fax: 248-540-1222
restes@centermanagement.us

1.2.4 Delinquent Taxes, Interest, Penalties

There are no delinquent taxes, including penalties and interest, owed on the eligible property.

1.2.5 Existing and Proposed Future Zoning for Each Eligible Property

The Property is currently zoned for Planned Unit Developments (PUD) and will not need to be rezoned.

1.3 Historical & Previous Use and Ownership of Each Eligible Property

The Property was used as a sewerage retention basin and a disposal area for road construction soils and construction debris, prior to ownership by the Developer. A former wastewater lagoon system on the north part of the Property operated from the 1960s through the 1980s. The lagoons received approved DEQ closure following removal of biosolids and approved closure sampling. Unauthorized filling and dumping on the south side of the Property pre-dates property ownership by both the previous owner and current Developer.

The previous owner, Chesterfield Town Center, LLC, acquired the land in 2003. Infrastructure, including a collector road, water lines, and sanitary and storm sewers, was installed in 2007 and 2008. MDEQ granted a wetland permit that included wetland mitigation for the work that has been completed. The land changed hands several times between the previous owner and the Developer. The Developer acquired the Property in June 2014.

1.4 Current Use of Each Eligible Property

The Property is currently vacant.

1.5 Summary of Liability

The Developer is not liable under Section 20126 of the NREPA, because they completed a Phase I ESA prior to purchase, completed a BEA within 45 days of purchase, and did not cause or contribute to impacts at the Property.

The former wastewater lagoons on Parcel 1 and Parcel 4 were operated from the 1960s through 1980s by Chesterfield Township and the City of Detroit. DEQ approved the closure of the lagoons on these parcels from 2001 through 2004, as shown in the letters in Attachment D.

Parcels 2 and 3 were platted as small subdivision tracts until the mid-1990's when the individual parcels were combined to prepare the property for development. The history of access to and operation of these parcels is unknown, but fill material was placed on the site sometime prior to bank foreclosure in 2010 and subsequent resale of the property.

1.6 Summary of Environmental Studies

The following Environmental Assessment reports have been completed for the subject property:

- Category N Baseline Environmental Assessment (BEA), November 2002, Toltest, Inc. for previous owner
- Phase II ESA, October 2009, AKT Peerless for previous owner
- Phase I Environmental Site Assessment (ESA), May 7, 2014, ASTI Environmental for the Developer
- BEA, May 27, 2014, ASTI Environmental for the Developer
- Due Care Plan, [IN PROCESS], ASTI Environmental for the Developer

A subsurface investigation was completed by Toltest, Inc. on September 16, 2002 that consisted of the advancement of nine soil borings on the northern portion of the Property (Parcels 1 and 4), and five test pits on the southern portion of the Property (Parcels 2 and 3). The soil borings were based on the findings of a Phase I ESA that identified soil mounds of unknown origin, fill debris observed on portions of the Property, and lack of information regarding assessment activities for a former wastewater lagoon. The investigation included the collection of soil samples for analysis of a combination of volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PNAs), semi-volatile organic compounds (SVOCs), polychlorinated biphenyls (PCBs), and Michigan 10 metals.

On October 6 and 7, 2009, AKT Peerless conducted a Phase II Environmental Site Assessment (ESA) at the Property to: (1) determine the nature and extent of known clay fill material identified on the Property, (2) determine the nature and extent of debris fill material identified on the Property, (3) conduct sampling in the areas of the former treatment lagoons, (4) conduct sampling in the areas of the former bio-solid application areas, (5) conduct sampling in the areas of the known fill material, and (6) evaluate levels of contamination to determine if the Property meets the definition of a "facility" as defined in Part 201 of NREPA, Michigan Public Act (PA) 451, 1994, as amended.

The AKT Peerless investigation of the Property included: (1) the completion of twenty eight test pits, (2) the advancement of twelve soil borings, and (3) the collection of 48 soil samples. The following samples were submitted for laboratory analyses:

- 48 soil samples for volatile organic compounds (VOCs);
- 38 soil samples for polynuclear aromatic hydrocarbons (PNAs);
- 34 soil samples for Michigan metals²; and
- 14 soil samples for arsenic and total chromium.

The results of the laboratory analyses of the soil samples were compared to default statewide background levels (Background) and RRD MDEQ Part 201 Generic Residential Cleanup Criteria (GRCC). Chromium was detected above Background and GRCC for groundwater surface water interface protection (GSIP) at sample locations B-2, B-6, Fill-1, SL/SE-2, SL/SW-1, SL/SW-2, and SL/SW-3. Mercury was detected above Background and GRCC for GSIP in

² Michigan Metals include: arsenic, barium, cadmium, chromium (total), copper, lead, mercury, selenium, silver, and zinc.

sample Fill-3. Selenium was detected above Background and GRCC for GSIP at sample locations TP-1, TP-2, TP-3, Fill-3, SL/SW-1, SL/SW-2, and SL/SE-2. The metal cadmium was detected above the GRCC for GSIP in soil sample TP-7. Lead was detected above the GRCC for DC in soil sample TP-7. Silver was detected above the GRCC for GSIP in soil sample TP-7. See the tables below for summaries of test results above GRCC.

The following compounds were detected at levels in excess of the applicable Part 201 GRCC in investigations on the Property:

Sample Identification	Chemical Compound	CAS Number	Statewide Default Background Level /Applicable GRCC (ug/kg)	Analytical Result (ug/kg)
TP-1 (1')	Selenium	7439921	410/400 (GSIP)	850
TP-2 (1')	Selenium	7439921	410/400 (GSIP)	710
TP-3 (1')	Selenium	7439921	410/400 (GSIP)	620
B-2 (1-3')	Chromium	18540299	18,000/3,300 (GSIP)	24,400
B-6 (1-3')	Chromium	18540299	18,000/3,300 (GSIP)	24,300
TP-7 (2')	Lead	7439921	NA/400,000 (DC)	1,050,000
	Selenium	7439921	NA/410 (GSIP)	850
	Silver	7440224	1,000/100 (GSIP)	7,260
Fill-1 (1-2')	Chromium	18540299	18,000/3,300 (GSIP)	28,000
Fill-3 (1-2')	Mercury	Varies	130/50 (GSIP)	270
	Selenium	7439921	410/400 (GSIP)	420
SL/SE-2 (1-2')	Chromium	18540299	18,000/3,300 (GSIP)	28,000
	Selenium	7439921	410/400 (GSIP)	620
SL/SW-1 (1-2')	Chromium	18540299	18,000/3,300 (GSIP)	25,000
	Selenium	7439921	410/400 (GSIP)	590
SL/SW-2 (1-2')	Chromium	18540299	18,000/3,300 (GSIP)	24,000
	Selenium	7439921	410/400 (GSIP)	560
SL/SW-3 (1-2')	Chromium	18540299	18,000/3,300 (GSIP)	24,000

DC = Direct contact

GSIP = Groundwater Surface Water Interface

NA = Statewide Default Background Level Not Applicable

Based on the soil analytical results of Toltest's 2002 BEA and AKT Peerless' Phase II ESA, the Property was determined to be a "facility" as defined in Part 201 of NREPA, Michigan Public Act (PA) 451, 1994, as amended.

1.7 Summary of Environmental/Brownfield Conditions

A Baseline Environmental Assessment was completed in May 2014, and a Due Care Plan was completed in June 2014, both for the Developer. Based on the proposed use of the Property, the applicable cleanup criteria are the Part 201 Generic Non-Residential Cleanup Criteria (GNRCC) or Background. The following compounds were detected at levels in excess of the applicable Part 201 GNRCC or Background in investigations on the Property:

Sample Identification	Chemical Compound	CAS Number	Statewide Default Background Level /Applicable GNRCC (ug/kg)	Analytical Result (ug/kg)
TP-1 (1')	Selenium	7439921	410/400 (GSIP)	850
TP-2 (1')	Selenium	7439921	410/400 (GSIP)	710
TP-3 (1')	Selenium	7439921	410/400 (GSIP)	620
B-2 (1-3')	Chromium	18540299	18,000/3,300 (GSIP)	24,400
B-6 (1-3')	Chromium	18540299	18,000/3,300 (GSIP)	24,300
TP-7 (2')	Lead	7439921	NA/900,000 (DC)	1,050,000
	Selenium	7439921	NA/410 (GSIP)	850
	Silver	7440224	1,000/100 (GSIP)	7,260
Fill-1 (1-2')	Chromium	18540299	18,000/3,300 (GSIP)	28,000
Fill-3 (1-2')	Mercury	Varies	130/50 (GSIP)	270
	Selenium	7439921	410/400 (GSIP)	420
SL/SE-2 (1-2')	Chromium	18540299	18,000/3,300 (GSIP)	28,000
	Selenium	7439921	410/400 (GSIP)	620
SL/SW-1 (1-2')	Chromium	18540299	18,000/3,300 (GSIP)	25,000
	Selenium	7439921	410/400 (GSIP)	590
SL/SW-2 (1-2')	Chromium	18540299	18,000/3,300 (GSIP)	24,000
	Selenium	7439921	410/400 (GSIP)	560
SL/SW-3 (1-2')	Chromium	18540299	18,000/3,300 (GSIP)	24,000

DC = Direct contact

GSIP = Groundwater Surface Water Interface

NA = Statewide Default Background Level Not Applicable

Known contamination is present in subsurface soils at concentrations exceeding the DEQ GNRCC and Background. Refer to Figure 2 for the locations of each hazardous substance

identified above the applicable GNRCC. The metals cadmium, chromium, selenium, and silver have been identified on the Property above the GNRCC for GSIP. The extent of soil contamination above the GNRCC for GSIP is assumed to extend under the entire Property.

The metal lead has been discovered in soil on the Property above the GNRCC for DC at sample location TP-7. Based on the sampling, the impacts appear to be from the debris fill material illegally placed on the Property. The extent of the soil contamination above the GNRCC for DC is an area of approximately 2.23 acres around sample location TP-7. The level of contamination is anticipated to be sufficient to categorize this soil for disposal as hazardous waste.

1.8 Summary of Functionally Obsolete, Blighted and/or Historic Conditions

The Property contains no buildings or other conditions considered functionally obsolete, blighted and/or historic.

1.9 Summary of Historic Qualities

The Property is not an historic resource as defined in the Michigan Strategic Fund Act 270 of 1984.

2.0 DESCRIPTION OF COSTS & SCOPE OF WORK

Developer investment in the Property will result in the redevelopment of a brownfield site into a mixed-use residential and commercial town center. The Project will include a major convention center, meeting spaces, hotel, indoor sports field, theatre, restaurants, state-of-the-art fitness facility, medical campus and various retail and commercial offerings. The convention center will be designed and constructed utilizing sustainable building practices, with the anticipation of achieving a high level of Leadership in Energy and Environmental Design (LEED) certification. The project will also include cultural amenities highlighting Michigan's fresh water and natural resources.

The Eligible Activities that are anticipated to be completed for the Project are considered "Eligible Activities" as defined by Section 2 of Act 381, because they include environmental assessments, soils remediation necessary to remove historical impacts and debris containing fill materials, due care activities necessary to prepare the Property for redevelopment, additional response activities, and preparation of this Plan. In specific, these Eligible Activities include: Phase I ESAs, Phase II investigations, baseline environmental assessments; Due Care Plans; removal and disposal of contaminated soils; removal and disposal of fill debris and contaminated soils; incidental soil removal associated with construction; and the preparation of this Plan. A summary of Eligible Activities is provided below. The estimated cost of each eligible activity intended to be paid for with tax increment revenues from the Property is shown in Table 2.

The Developer desires to be reimbursed for the costs of Eligible Activities. Tax increment revenue generated by the Property will be captured and used to reimburse the cost of the Eligible Activities completed on the Property after approval of this Plan and pursuant to the terms of a Reimbursement Agreement with the WCBRA (the "Reimbursement Agreement," see Attachment B).

The costs presented in this document are estimated costs and may increase or decrease depending on 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 from the Property 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 Section 2 of Act 381. The Reimbursement Agreement and this Plan will dictate the total cost of Eligible Activities subject to payment, provided that the total cost of Eligible Activities subject to payment or reimbursement under the Reimbursement Agreement shall not exceed the estimated costs set forth in this Plan by more than 15% without requiring an amendment to this Plan. As long as the total costs, adjusted by the 15% factor, are not exceeded, line item costs of Eligible Activities may be adjusted after the date this Plan is approved, to the extent the adjustments do not violate the terms of the approved Plan.

A description of each eligible activity, as shown in the following summary table, is provided in Sections 2.1 and 2.2.

Total Eligible Activities		Eligible Cost	
1	Environmental Assessments & BEA/Due Care Plans	\$	248,500
2	Combined Brownfield Plan / Act 381 Work Plan	\$	16,000
3	Environmental Remediation	\$	2,695,161
4	Additional Response Activities	\$	2,087,986
5	Contingency 15% (Excluding Task 2)	\$	754,747
<i>Total Eligible Activities</i>		\$	<u>5,802,393</u>

A detailed breakout of the eligible activities and the estimated cost of each eligible activity intended to be paid for with Tax Increment Revenues from the Property are shown in Table 2.

2.1 DEQ Eligible Activities

The following Eligible Activities are response activities for reimbursement from local tax capture, and from and school tax capture following DEQ approval.

DEQ Eligible Activities		Eligible Cost	
1	Environmental Assessments & BEA/Due Care Plans	\$	248,500
2	Combined Brownfield Plan / Act 381 Work Plan	\$	16,000
3	Environmental Remediation	\$	2,695,161
4	Additional Response Activities	\$	2,087,986
5	Contingency 15% (Excluding Task 2)	\$	754,747
<i>Total DEQ Eligible Activities</i>		\$	<u>5,802,393</u>

2.1.1 Environmental Assessments.

This includes preparation of the Phase I ESAs and Baseline Environmental Assessment (BEA) for the Developer, as well as Due Care Plans. Some of the Eligible Activities funded by this Plan have already been completed.

Additional environmental assessments will be required by each of the future owners of individual parcels as part of this development. As indicated below, this Plan anticipates that 20 individual parcels will each require a Phase I, Phase II, BEA and Due Care Plan to complete development, but that each of the 30 proposed buildings will not require its own documentation due to combinations of buildings on a single parcel and/or multiple operations controlled by a single developer.

Environmental Assessment Task	Average Unit Cost
Phase I/BEA	\$ 11,000
Due Care Plan	\$ 1,500
Phase 1, Phase II and BEA for Individual Parcels (20 assumed):	
Phase I ESA	\$ 1,800
Supplemental Phase II Investigation	\$ 6,000
Baseline Environmental Assessment	\$ 2,400
Subtotal Above	\$ 10,200
	<u>x 20</u>
	\$204,000
Due Care Plan for Individual Parcels (20 assumed):	
Due Care Plan	1,600
Subtotal Above	\$ 1,600
	<u>x 20</u>
	<u>\$32,000</u>
Total Above	\$248,500

2.1.2 Develop/Prepare Combined Brownfield Plan

This includes the reasonable costs of preparing this Plan.

2.1.3 Remediation Activities

This includes the remediation of soils contaminated above the applicable GNRCC for lead as shown in the Soil Disposal Estimates in Table 1. These soils exceed direct contact criteria and it is assumed that they will require disposal as hazardous waste. These soils are located on the southern portion of the property in an area of approximately 2.23 acres as indicated in Figure 2, and will be removed prior to site redevelopment to eliminate the source materials.

FINANCIAL ANALYSIS**Chesterfield Towne Centre****Table 1 - Soil Disposal Estimates****July 11, 2014**

	Area (sq ft)	Average Depth (ft)	Unit Cost Per Ton Included in Plan				Cubic Feet	Cubic Yards	Tons	Sampling & Testing Cost	Total Cost
			Excava- tion	Hauling	Disposal	Clean Backfill					
Remediation Activities:											
Hazardous Waste (above DC criteria): Contaminated soil anticipated to exceed Federal Hazardous Waste standards (2.23 acres to depth of 2 feet)	97,294	2	\$5	\$13	\$200	\$18	194,588	7,207	9,009	\$17,250	\$2,143,304
Field Planning, Oversight, Reporting											\$10,000
Contaminated Soil (above GNRCC): Debris and contaminated soil anticipated to require Type II landfill disposal	197,334	1	\$5	\$13	\$20	\$18	197,334	7,309	9,136	\$10,250	\$521,857
Field Planning, Oversight, Reporting											\$20,000
Total Remediation Activities									18,145	\$27,500	\$2,695,161
Additional Response Activities:											
Incidental Soil Removal: Contaminated soil removed for construction of buildings and utilities anticipated to require Type II landfill disposal	85,600	2	NO	\$13	\$20	NO	171,200	6,341	7,926	\$7,000	\$268,556
Contaminated soil removed from Biosolids Application and Debris Fill Areas	784,392	1.5	NO	\$13	\$20	NO	1,142,463	42,313	52,892	\$9,500	\$1,754,930
Field Planning, Oversight, Reporting											\$60,000
TOTAL									60,818	\$16,500	\$2,083,486

The remediation cost includes excavation, transportation, disposal and backfill of approximately 9,000 tons of soils contaminated above DC criteria, as indicated in Table 1. Costs include planning, sampling, oversight and reporting to address disposal and site closure requirements. A site-specific sampling plan will be developed and implemented and soil removal procedures will be planned and overseen as appropriate for the level of contamination.

This activity also includes the removal and disposal of debris and contaminated soils associated with illegal fill material on the southern portion of the property as indicated in Figure 2, in an area of approximately 11.68 acres. This portion of the soil removal does not include that portion of the soils which will be removed as hazardous waste and described above. These materials will be removed prior to site redevelopment to provide construction-ready areas. Costs include the costs of excavation, transportation, disposal and backfill as shown in Table 1, and the quantity is currently projected to be approximately 9,100 tons. Costs include planning, sampling, oversight and reporting to address disposal and site closure requirements. A site-specific sampling plan will be developed and implemented and soil removal procedures will be planned and overseen as appropriate for the level of contamination.

2.1.4 Additional Response Activities

Because the property is a facility, this Plan includes the extraordinary costs of hauling and landfill disposal for any soils that must be removed from the site for construction of the buildings shown in the Site Plan as a presumptive remedy. The extent of soil removal will be dependent on site conditions and construction requirements, as well as the type and extent of excavation for new utility connections, footers, and other subsurface improvements, and is currently projected to be approximately 60,000 tons including Biosolids and contaminated Debris Fill. The eligible costs are limited to hauling and disposal in a Type II landfill, as well as planning, sampling, oversight and documentation as shown in Table 1.

2.2 MSF Eligible Activities

MSF eligible activities are not included in this Plan.

2.3 Local Only Eligible Activities

In the event that State Tax Capture is not approved by the MDEQ, the entire amount for Eligible Activities described in this Plan will be reimbursed to the Developer entirely from Local Tax Capture, and the duration of the Plan will be extended accordingly. If a local-only Plan is implemented, then there will be no tax capture for the state Brownfield Redevelopment Fund (BRF).

3.0 TAX INCREMENT REVENUE ANALYSIS

3.1 Estimate of Captured Taxable Value and Tax Increment Revenues

This Plan anticipates the capture of tax increment revenues to reimburse the Developer for the costs of Eligible Activities under this Plan in accordance with the Reimbursement Agreement. The initial taxable value is anticipated to be \$4,108,550, which will be the taxable value of the eligible property at the time the current Plan is adopted, as shown by the assessment roll for which equalization has been completed. The captured taxable value will be the difference between the initial taxable value and the actual taxable value for each year for which this Plan is in effect. For purposes of illustration, the captured taxable value in the first year following 100% completion of the project is estimated to be \$39,083,654 as illustrated in Table 3.

A table of estimated tax increment revenues to be captured for the entire project is attached to this Plan as Table 3. Tax capture for reimbursement of Eligible Activities as described in this Plan is estimated at 6 years. Conservative assumptions were included in the captured taxable value and tax rates. These assumptions are used for illustrative purposes only, and are not intended to limit reimbursement of the actual annual tax capture amount. The following assumptions were used in the development of Table 3.

1. Local and state tax capture is included in calculating recapture.
2. Personal property, although defined as part of the value-added to the Property, has not been included in the tax table in order to provide a conservative estimate of Plan duration.
3. The investment in buildings and equipment to be used for manufacturing, light industrial or research has not been included in the taxable value of the property for the first twelve years because it is assumed that an industrial tax abatement under PA 198 of 1974 will be applied to that portion of the property. This is reflected in Table 3 by a reduction in the captured taxable value by the assumed taxable value of the industrial property.
4. Annual appreciation in taxable value is assumed to be 1%.
5. Adjustments to the capture of state taxes were not necessary in order to comply with the Proportionality Test.

Tax increments are projected to be captured and applied: (i) to reimbursement of eligible activity costs; (ii) for payment of Authority administrative and operating expenses (at 7.5% of capture for reimbursement); (iii) to make deposits into the State of Michigan Brownfield Redevelopment Fund (BRF); and (iv) to make deposits into the Authority's Local Site Remediation Revolving Fund (LSRRF) as follows:

Total Eligible Activities		Eligible Cost	Tax Capture
1	Environmental Assessments & BEA/Due Care Plans	\$ 248,500	\$ 248,500
2	Combined Brownfield Plan / Act 381 Work Plan	\$ 16,000	\$ 16,000
3	Environmental Remediation	\$ 2,695,161	\$ 2,695,161
4	Additional Response Activities	\$ 2,087,986	\$ 2,087,986
5	Contingency 15% (Excluding Task 2)	\$ 754,747	\$ 754,747
<i>Total Eligible Activities</i>		\$ 5,802,393	\$ 5,802,393
6	Capture for Authority	\$ 221,547	\$ 221,547
7	Capture for State BRF	\$ 652,698	\$ 652,698
8	Capture for Local LSRRF	\$ 1,498,914	\$ 1,498,914
<i>Total Additional Capture</i>		\$ 2,373,159	\$ 2,373,159
Total Above		\$ 8,175,552	\$ 8,175,552

3.2 Method of Financing and Description of Advances Made by the Municipality

The Eligible Activities are to be financed solely by the Developer. The Authority will reimburse the Developer for the cost of approved Eligible Activities, but only from actual tax increment revenues generated from the Property. No advances have been or shall be made by the City or the Authority 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 Authority to fund such reimbursements and does not obligate the Authority 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 the Plan, will be provided solely under the Reimbursement Agreement contemplated by this Plan.

3.3 Maximum Amount of Note or Bonded Indebtedness

The Authority will not incur any note or bonded indebtedness to finance the purposes of this Plan.

3.4 Duration of Brownfield Plan

The construction of the project is expected to be complete in 2018 and tax capture will start in 2016. This Plan will remain in effect for at least 7 years from the beginning date of the capture

of tax increment revenues, or for the duration necessary to complete the reimbursement of eligible expenses for the project, whichever is less. In no event shall the duration of the Plan exceed 35 years following the date of the resolution approving the Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsection (4) and (5) of Section 13(1)(f) of Act 381 or 30 years. Further, in no event shall the beginning date of the capture of tax increment revenues be later than five years after the date of the resolution approving the Plan.

3.5. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

The following is the impact of this Plan on the taxing jurisdictions, also presented in Table 4.

Millage Category	Tax Capture for This Plan						
	Total Taxes	Taxes to Jurisdictions	Total Capture	Reimbursement	Brownfield Authority	State BRF	LSRRE
Macomb County Operating	\$6,620,074	\$5,626,124	\$ 993,950	\$ 705,431	\$ 74,546		\$ 182,232
Macomb County Drain Debt	\$7,245	\$7,245	\$ -	\$ -	\$ -		\$ -
Macomb County ISD	\$4,264,612	\$3,624,316	\$ 640,296	\$ 454,434	\$ 48,022		\$ 117,393
MCCC	\$2,059,418	\$1,750,216	\$ 309,202	\$ 219,448	\$ 23,190		\$ 56,690
HCMA	\$310,970	\$264,283	\$ 46,687	\$ 33,135	\$ 3,502		\$ 8,560
Chesterfield Township	\$1,168,095	\$992,718	\$ 175,377	\$ 124,469	\$ 13,153		\$ 32,154
Fire Operation	\$2,732,655	\$2,322,371	\$ 410,284	\$ 291,189	\$ 30,771		\$ 75,222
Fire Equipment	\$669,035	\$568,588	\$ 100,447	\$ 71,290	\$ 7,534		\$ 18,417
Police Special Assess.District	\$7,245,348	\$7,245,348	\$ -	\$ -	\$ -		\$ -
Library	\$936,823	\$796,170	\$ 140,653	\$ 99,825	\$ 10,549		\$ 25,788
SMART	\$854,951	\$726,589	\$ 128,362	\$ 91,102	\$ 9,627		\$ 23,534
Veteran Admin	\$57,963	\$49,264	\$ 8,699	\$ 6,174	\$ 653		\$ 1,596
College Debt	\$217,360	\$217,360	\$ -	\$ -	\$ -		\$ -
School Debt	\$10,143,487	\$10,143,487	\$ -	\$ -	\$ -		\$ -
DIA	\$289,814	\$289,814	\$ -	\$ -	\$ -		\$ -
Zoo	\$144,907	\$144,907	\$ -	\$ -	\$ -		\$ -
School Operating	\$26,083,251	\$22,167,051	\$ 3,916,200	\$ 2,779,425	\$ -	\$ 489,524	\$ 717,997
School SET	\$8,694,417	\$7,389,021	\$ 1,305,396	\$ 926,472	\$ -	\$ 163,175	\$ 239,332
Total Incremental Tax	\$72,500,425	\$64,324,872	\$8,175,553	\$5,802,393	\$221,547	\$652,698	\$1,498,915

Note: Total Taxes are for the full 30 year duration of the Plan

Note that the following taxes are projected to be generated but not to be captured during the life of the Plan (amount provided is for full 30 year Plan duration):

	Amount Not Captured
Macomb County Drain Debt	\$ 7,245
Police Special Assess.District	\$ 7,245,348
College Debt	\$ 217,360
School Debt	\$ 10,143,487
DIA	\$ 289,814
Zoo	\$ 144,907
Total Above	\$ 18,048,161

4.0 INFORMATION REQUIRED BY SECTION 15(15) OF THE STATUTE FOR NON-ENVIRONMENTAL ACTIVITIES

4.1 Sufficiency of Proposed Activities

The individual activities described in this Plan were developed after thorough analysis of extensive environmental documentation and market research. The Developer has engaged in discussions, negotiations, and planning with professionals familiar with the Property and its past use to define and refine the list of proposed activities. The activities proposed in this Plan are the result of this analysis, and will be sufficient to complete the eligible activities. Preliminary site plans for the proposed future use are included as Figure 5a, 5b and 5c.

- Environmental Assessments – Environmental assessments and due care plans are sufficient because they have been and will be completed in accordance with Part 201 of Act 451. It has been assumed that the buildings planned for the 183-acre site will be owned/operated by up to twenty future property owners/operators, each of which will require its own due diligence and due care plan. The proposed costs are anticipated to be sufficient for this activity.
- Brownfield and Work Plan Preparation - The Brownfield Plan and Work Plan are sufficient because they have been completed in accordance with Act 381.
- Remediation Activities - The environmental investigations completed to date indicated soil contamination levels likely to require that some portion of the soil be disposed in a hazardous waste landfill as part of the due care requirements. The proposed amount of soil to be disposed in a hazardous waste facility will be sufficient because soil will be removed to the depth at which the concentration of contaminants does not exceed the level at which TCLP analysis requires disposal in a licensed hazardous waste facility. The proposed sampling plans, testing, planning and oversight of activities will be sufficient because they will systematically investigate the amount of soil disposal required, and ensure its proper disposal. In addition, soil identified for removal that does not require disposal in a hazardous waste facility will be disposed in a Type II landfill, in order to prepare the site for redevelopment.
- Additional Response Activities - Soil removal will be sufficient to complete the eligible activities because it will prepare the site for the planned development activities as shown in the site plan. Because the site is a facility, any soil that is unsuitable for building upon and that therefore must be removed from the site must be disposed in a Type II landfill. The proposed amount of soil to be disposed in a Type II landfill will be sufficient because soil will be removed to the depth at which the concentration of contaminants supports Type II landfill disposal, based on environmental investigations. The proposed sampling, testing, planning and oversight will be sufficient because they will document the characteristics of the soil to be disposed in order to obtain landfill approval, and to ensure proper disposal.

4.2 Necessity of Proposed Activities

The individual activities described in this Plan were developed after thorough analysis of extensive environmental documentation and market research. The Developer has engaged in discussions, negotiations, and planning with professionals familiar with the Property and its past use to define and refine the list of proposed activities. The activities proposed in this Plan are the result of this analysis, and will be necessary to complete the eligible activity.

- Environmental Assessments – Environmental Investigations, a BEA and a Due Care Plan were necessary because the property is a facility under Part 201. Future environmental assessments will be necessary because each of twenty future property owners will require its own due diligence documentation in accordance with Part 201. Each property owner will also require its own Due Care Plan that is specific to its operation of the site.
- Brownfield and Work Plan Preparation – The Brownfield Plan and Work Plan are necessary because the project requires financial assistance for the increased costs of developing on a Brownfield site.
- Remediation Activities – Because the environmental investigations completed to date indicated soil contamination levels likely to require that some portion of the soil be disposed in a hazardous waste facility, and some portion in a Type II landfill, testing and disposal of this soil will be necessary as part of the due care requirements. The proposed sampling plans, testing, planning and oversight of due care activities will be necessary to determine the amount of soil to be removed, and ensure its proper disposal. Only soils that must be removed from the site for redevelopment of the property as shown on the Site Plans will be transported to a licensed hazardous waste facility or Type II landfill.
- Additional Response Activities – Because the environmental investigations completed to date indicated that some portion of the soil is unsuitable for building upon and therefore must be removed from the site, and all soil removed from a facility under Part 201 must be disposed in a Type II landfill as a presumptive remedy, testing and disposal of this soil will be necessary as part of site redevelopment. The proposed sampling, testing, planning and oversight will be necessary to document the characteristics of the soil to be disposed in order to obtain landfill approval, and to ensure its proper disposal. Only soils that must be removed from the site for redevelopment of the property as shown on the Site Plans will be transported to a Type II landfill

4.3 Reasonableness of Costs

The individual activities described in this Plan were developed after thorough analysis of extensive environmental documentation and market research. The Developer has engaged in discussions, negotiations, and planning with professionals familiar with the development and construction of commercial and industrial buildings. The costs for the proposed activities are the result of this analysis, and are reasonable based on similar projects.

4.4 Benefits to the Public

This Project will provide a catalyst for redevelopment in an area where little redevelopment has occurred in recent years. This Project will also redevelop a Property which is currently vacant and a facility under Part 201. The development of this Project will create an additional economic hub, supporting tourism and economic activity relating to conference center and entertainment attractions, office and light industrial businesses, research and medical services, and retail establishments. The additional property taxes generated by the project will support services in the local community and throughout the County.

4.5 Reuse of Vacant Buildings

There are no existing buildings on the Property and as such the Project will not reuse any vacant buildings.

4.6 Jobs Created

The project is expected to create at least 1,300 new fulltime jobs. In addition, the expanded use of the property will require local support jobs in trucking and supply of products and services. During the design and construction phases of the Project, local companies will be utilized whenever possible for engineering and construction services, further enhancing job creation.

4.7 Area Unemployment

Macomb County's annual average unemployment rate of 9.1% in 2013 was higher than the Michigan unemployment rate of 8.8%, both of which were significantly different from the U.S. 2013 annual average of 7.4%³.

³ Bureau of Labor and Statistics Regional and State Unemployment, 2013 Annual Average Summary, <http://www.bls.gov/news.release/srgune.nr0.htm>.

4.8 Contamination to be Alleviated

Environmental investigations conducted on the Property have identified soil impacted with lead at concentrations exceeding the Part 201 Generic Non-Residential Cleanup Criteria for Direct Contact. These soils will be excavated and disposed of in a hazardous waste landfill. In addition, soils removed from the site that exceeded the GNRCC for any hazardous substance will be disposed in a Type II landfill.

4.9 Private Sector Contribution

Site acquisition, site improvement, and site development costs will be funded by the Developer, as shown in Table 2.

4.10 Greenfield Site Comparison

This is the preferred site because it is centrally located near two highway interchanges and close to the Hall Road economic development corridor. However, the Property comes with substantial soil remediation costs not typically associated with a comparable Greenfield site.

4.11 Relocation

The Property is currently vacant and no residents or businesses will be relocated as part of the Project.

4.12 Financial Projections

The Developer has determined that the Project will be financially and economically sound. Tenants for the buildings have been confirmed pending the completion of the Eligible Activities, which are necessary for the development of the Property.

4.13 Incentives

Financial support is being requested from Macomb County and the State of Michigan in the form of tax increment financing to reimburse the Developer for the costs of the Eligible Activities. Support for any industrial facilities constructed as part of the project will be via tax abatement under Act 198 of 1974. In addition, support in the form of Community Revitalization Program grants or loans will be requested from the State of Michigan for eligible investments. No federal incentives are anticipated for this Project.

5.0 SCHEDULE AND COSTS OF ACTIVITIES

5.1 Schedule of Activities

It is estimated that the Project will be completed by 2018. The following is a summary schedule of activities.

<u>Task</u>	<u>Activity</u>	<u>Est. Year Completed</u>
Property Purchase	(Completed)	2014
Assessment	Phase I ESA (Completed)	2014
	BEA (Completed)	2014
	Due Care Plan	2014
Site Preparation and Soils Management		2014
Land Balancing		2015
Construction		2015-2018

5.2 Estimated Costs

The estimated cost for each Eligible Activity is provided in Table 2.

5.2.1 Summary of Total Project Costs

Estimated costs are provided below.

Investments	Total Cost	Summary of Funding Sources		
		Environmental Activities (MDEQ TIF)	CRP Grant	Developer Investment
Site Acquisition	\$ 7,995,479	\$ -	\$ -	\$ 7,995,479
Assessment and Brownfield Plan Costs	\$ 5,055,146	\$ 5,047,646	\$ -	\$ 7,500
Infrastructure	\$ 24,776,000	\$ -	\$ -	\$ 24,776,000
Construction/Renovation/Improvement	\$ 170,850,000	\$ -	\$ 869,565	\$ 169,980,435
Soft Costs and Fees	\$ 34,170,000	\$ -	\$ -	\$ 34,170,000
Total Above	\$242,846,625	\$5,047,646	\$869,565	\$236,929,414
Contingency	15%	15%	15%	15%
	\$36,424,594	\$754,747	\$130,435	\$35,539,412
Subtotal With Contingency	\$279,271,219	\$5,802,393	\$1,000,000	\$272,468,826

5.2.2 Sources and Uses of Incentives and Funds

All sources and uses for the project are shown below.

Source	Total Cost	Summary of Funding Sources			
		Equity	Debt	Grant	Reimbursement
Equity	\$ 92,302,530	\$ 92,302,530	\$ -	\$ -	\$ -
Senior Debt	\$ 138,453,796	\$ -	\$ 138,453,796	\$ -	\$ -
TIF Reimbursement	\$ 5,802,393	\$ -	\$ -	\$ -	\$ 5,802,393
CRP Grant	\$ 1,000,000	\$ -	\$ -	\$ 1,000,000	\$ -
Other Loans	\$ 41,712,500	\$ -	\$ 41,712,500	\$ -	\$ -
Total Above	\$ 279,271,219	\$ 92,302,530	\$ 180,166,296	\$ 1,000,000	\$ 5,802,393

Uses	Total Cost	Summary of Funding Uses	
		Equity	Debt
Site Acquisition	\$ 7,995,479		
Assessment and Brownfield Plan Costs	\$ 5,055,146		
Site Preparation Costs	\$ -		
Site Improvements	\$ -		
Infrastructure	\$ 24,776,000		
Demolition	\$ -		
Construction/Renovation/Improvement	\$ 170,850,000		
Soft Costs and Fees	\$ 34,170,000		
Total Above	\$ 242,846,625		
Contingency	15%		
	\$ 36,424,594		
Subtotal With Contingency	\$ 279,271,219		

5.3 Summary of Relocation Actions

Relocation Actions are not required for this Project.

5.4 Description of Proposed Use of Local Site Remediation Revolving Fund

The Local Site Remediation Revolving Fund will not be used for this Project.

5.5 Other Material that the Authority or Governing Body Considers Pertinent

In the event that State Tax Capture is not approved by the MDEQ, the entire amount for Eligible Activities described in this Plan will be reimbursed to the Developer entirely from Local Tax Capture, and the duration of the Plan will be extended accordingly.

5.5.1 Owner Obligations Representations and Warrants

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

The Owner represents and warrants that a Phase I Environmental Site Assessment (“ESA”), and a Phase II ESA, baseline environmental assessment, pursuant to Part 201 of Michigan’s Natural Resources and Environmental Protection Act (MCL 324.20101 *et seq.*), have been performed on the Property.

The Owner further represents and warrants that the Project does not and will not include a Macomb County Land Bank Authority or State of Michigan Land Bank financing component.



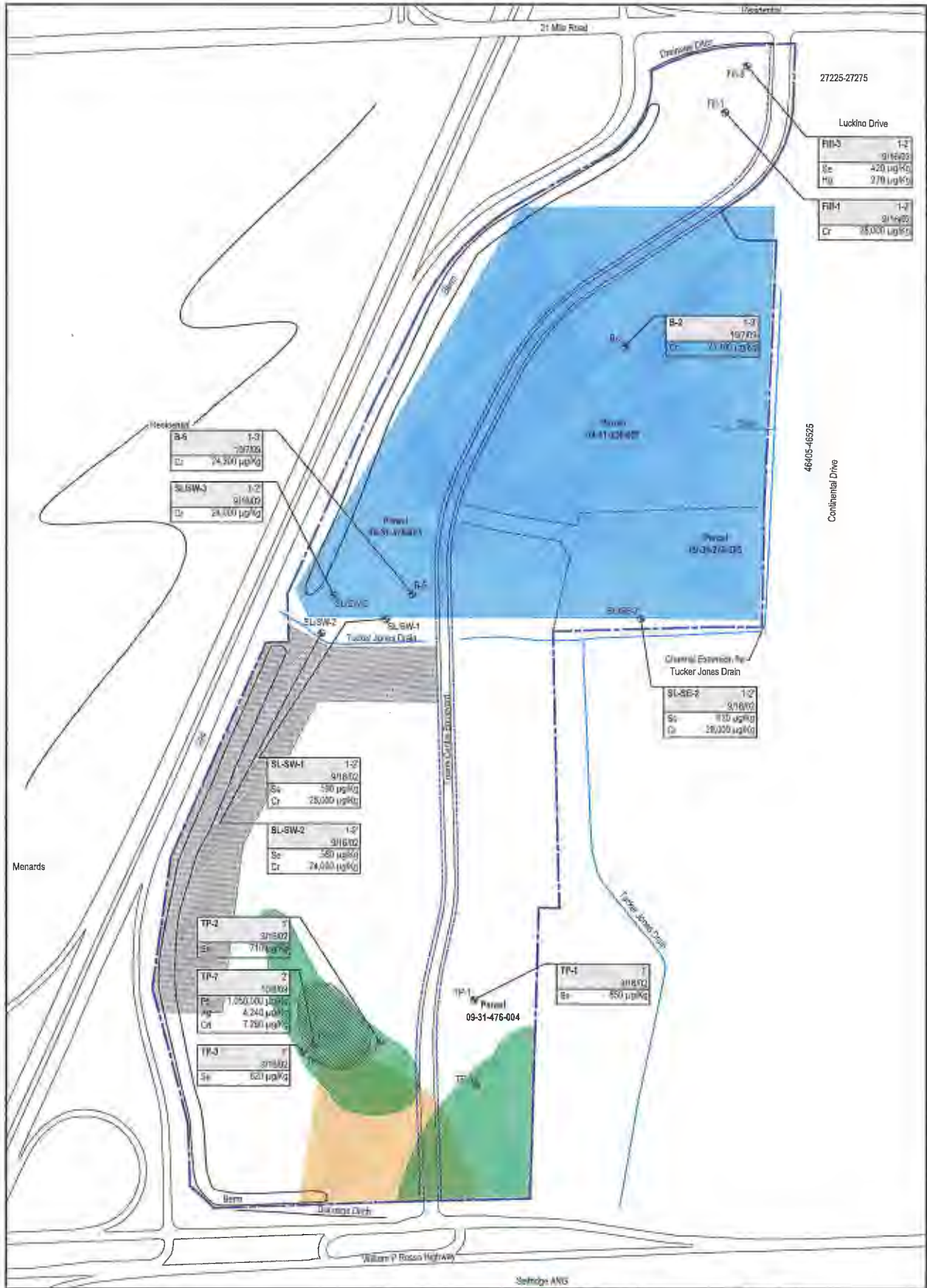
183-Acre Property

Chesterfield Township, MI

Created for: CTC Development Group, LLC
Created by: CCR, May 14, 2014, ASTI Project 3-8587

Figure 1 - Site Location Map





0 400 800 1200
Scale in Feet

LEGEND

- Property Line
- Parcel Line
- Sample Location
- Approximate Extent of Soil Above Direct Contact (2.23 acres)
- Sediment ANIS
- Clay Fill Area (4.88 acres)
- Debris Fill Area (13.86 acres)
- Biosolids Application Area (10.86 acres)
- Former Waste Water Lagoon (69.85 acres)
- Pb
- Se
- Ag
- Pb
- Cr
- Cd
- Mercury
- Selenium
- Silver
- Lead
- Chromium
- Cadmium

FIGURE 4. PHOTO LOG
Vacant Land, Chesterfield Township, Michigan

	<p>Photo 1. Northern portion of the Property looking east</p>
	<p>Photo 2. Mid-east portion of the Property looking southeast</p>
	<p>Photo 3. Southeast portion of the Property looking southwest</p>

FIGURE 4. PHOTO LOG
Vacant Land, Chesterfield Township, Michigan

	<p>Photo 4. Southwest portion of the Property looking west</p>
	<p>Photo 5. Mid-west portion of the Property looking north</p>
	<p>Photo 6. Meter station, access covers, and vent pipe on northern portion of the Property part of the North Gratiot Interceptor</p>

FIGURE 4. PHOTO LOG
Vacant Land, Chesterfield Township, Michigan

 A photograph showing a long, narrow, shallow drainage ditch or canal cutting through a field of dry, brown grass. In the background, there is a line of bare trees and a utility pole with cross-arms under a clear blue sky.	<p>Photo 7. Tucker Jones Drain, transecting through central region of the Property</p>
 A photograph of a field with scattered construction debris, including pieces of wood, metal, and soil piles. The ground is uneven and appears to be a mix of dirt and sparse vegetation. The sky is a pale blue.	<p>Photo 8. Construction debris and soil piles on northern Property area</p>
 A photograph showing a large pile of tangled metal fencing and soil mounding in a field. The debris is dark and messy, contrasting with the dry, yellowish-brown grass. The background shows a line of trees and a clear sky.	<p>Photo 9. Metal fencing and soil mounding on northeast portion of the Property</p>

FIGURE 4. PHOTO LOG
Vacant Land, Chesterfield Township, Michigan

 A wide-angle photograph showing a large area of vacant land covered in a dense layer of concrete debris, including broken slabs and rebar. The ground is uneven and appears to be a mix of dirt and broken concrete. In the background, there is a line of trees under a clear sky.	<p>Photo 10. Concrete debris near southeast Property corner</p>
 A photograph showing a large pile of construction debris, including large concrete blocks and dark, jagged pieces of material, situated on a gravelly or dirt area. The background shows a flat, open field under a clear sky.	<p>Photo 11. Construction debris on southern area, west of Towne Centre Boulevard</p>
 A photograph showing a soil mound in the foreground, with a line of bare trees in the background. The ground appears to be a mix of dirt and sparse vegetation. The sky is clear and blue.	<p>Photo 12. Soil mound and portion of DEQ Wetland Conservation Easement on central region, west side, south of Tucker Jones Drain</p>

Issued for:

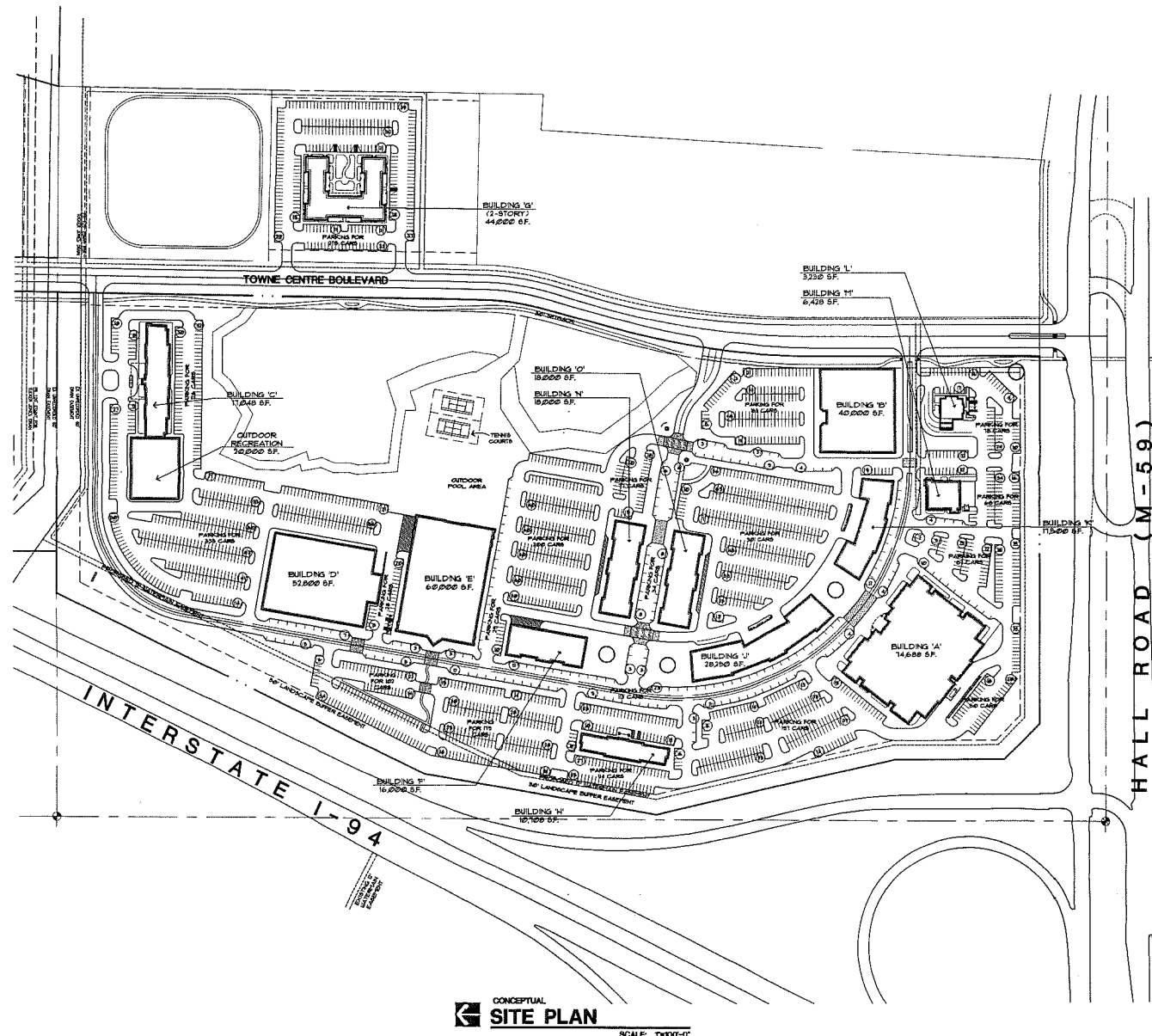
project:

Chesterfield Towne Centre
 1506 S. 1st St., Suite 100, Salt Lake City, Utah 84143
 Chesterfield Towne, Michigan

ROGVOY
 ARCHITECTS

3800 BELFRAM ROAD
 SUITE 500
 BREWSTER PARK, HOUSTON
 77065-3401
 PH 281-447-7700 FX 281-447-7700
 ARCHITECTS@ROGVOY.COM

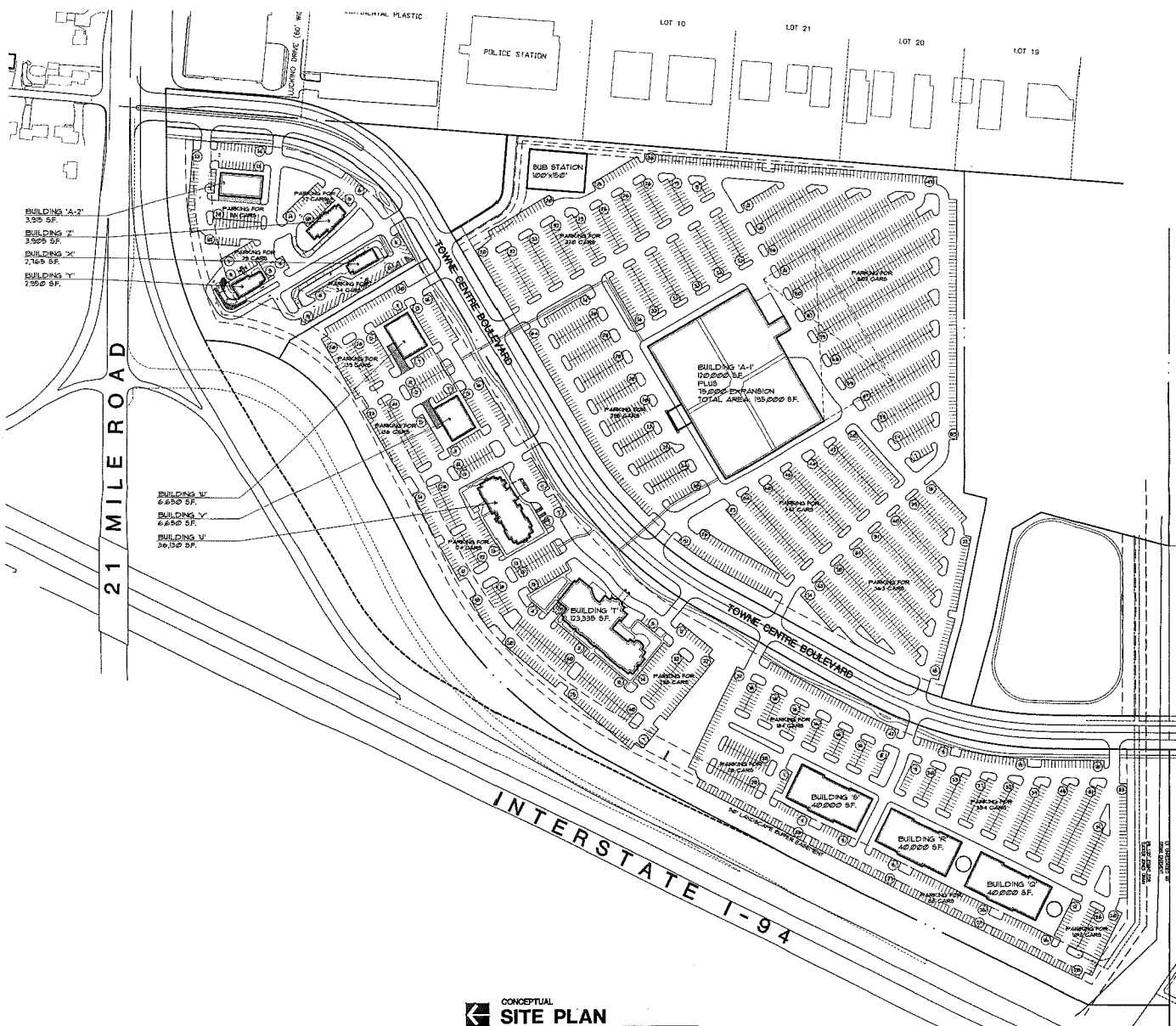
**Figure 5a -
 Redevelopment
 Project Site Plan -
 South**



OVERALL DEVELOPMENT DATA :	
GROSS LAND AREA :	8242 ACRES
GROSS BUILDING AREA :	927,902 SF, COMMERCIAL
TOTAL PARKING PROVIDED :	8,144 SPACES (0.6 SPACES / 1,000 SF, GROUND)
LAND / BUILDING / PARKING DATA:	
LAND AREA - SOUTH PORTION : 62.71 ACRES	
BUILDING AREA :	
BUILDING 'A'	14,600 SF.
BUILDING 'B'	40,200 SF.
BUILDING 'C'	31,646 SF.
BUILDING 'D'	52,800 SF.
BUILDING 'E'	60,000 SF.
BUILDING 'F'	9,500 SF.
BUILDING 'G'	44,000 SF.
BUILDING 'H'	10,700 SF.
BUILDING 'J'	28250 SF.
BUILDING 'K'	17500 SF.
BUILDING 'L'	3230 SF.
BUILDING 'T'	6,426 SF.
BUILDING 'W'	10,600 SF.
BUILDING 'X'	10,600 SF.
TOTAL BUILDING AREA:	476,652 SF.
TOTAL PARKING PROVIDED:	2283 SPACES

issued for:

project:



- BUILDING A-2
3,315 SF
- BUILDING T
3,505 SF
- BUILDING X
2,765 SF
- BUILDING Y
2,595 SF

- BUILDING W
6,650 SF
- BUILDING V
6,650 SF
- BUILDING U
36,130 SF

**CONCEPTUAL
SITE PLAN**
SCALE: 1"=100'-0"

Chesterfield Towne Centre
15M and 21 Mile Road and Hill Road
 Chesterfield Township, MI



1500 TELEGRAPH ROAD
 SUITE 201
 BIRMINGHAM, ALABAMA
 35203-2434
 PH 205/977-0770 FX 205/977-2730
 ARCHITECT@ROGVOY.COM

OVERALL DEVELOPMENT DATA :	
GROSS LAND AREA :	152.45 ACRES
GROSS BUILDING AREA :	627,052 SF, COMMERCIAL
TOTAL PARKING PROVIDED :	3,844 SPACES (2.6 SPACES / 1,000 SF, GARAGE)

LAND / BUILDING / PARKING DATA:	
LAND AREA - NORTH PORTION :	63.665 ACRES
BUILDING AREA :	
BUILDING Q	40,000 SF.
BUILDING R	40,000 SF.
BUILDING S	40,000 SF.
BUILDING T	23,335 SF.
BUILDING U	36,130 SF.
BUILDING V	6,650 SF.
BUILDING W	6,650 SF.
BUILDING X	2,765 SF.
BUILDING Y	2,595 SF.
BUILDING Z	3,315 SF.
BUILDING A-1	120,000 SF.
- EXPANSION	75,000 SF.
BUILDING A-2	3,315 SF.
TOTAL BUILDING AREA:	501,300 SF.
TOTAL PARKING PROVIDED:	3,861 SPACES

**Figure 5b -
Redevelopment Project
Site Plan - North**

FINANCIAL ANALYSIS

Chesterfield Towne Centre

Table 2 -Development Cost Summary

July 11, 2014

Item	Unit Cost	Total Cost	Environmental Activities (MDEQ TIF)	CRP Grant	Developer Investment
Project Development Costs					
Site Acquisition		\$7,995,479			\$7,995,479
Land Costs	\$7,995,479				
Assessment and Brownfield Plan Costs		\$5,055,146			
<i>Environmental Assessments & BEA/Due Care Plans</i>					
Initial Phase I/BEA	\$11,000		\$11,000		\$0
Initial Due Care Plan	\$1,500		\$1,500		\$0
Phase I, Phase II and BEA for Individual Parcels (20 assumed)	\$204,000		\$204,000		\$0
Due Care Plan for Individual Parcels (20 assumed)	\$32,000		\$32,000		\$0
<i>Environmental Remediation</i>					
Soil Remediation - Hazardous Waste	\$2,153,304		\$2,153,304		\$0
Removal and Disposal of Contaminated Debris/Solids	\$541,857		\$541,857		\$0
<i>Additional Response Activities</i>					
Incidental Soil Removal	\$2,087,986		\$2,087,986		\$0
<i>Combined Brownfield Plan / Act 381 Work Plan</i>					
Act 381 Combined Brownfield Plan	\$16,000		\$16,000		\$0
CRP Application	\$7,500				\$7,500
Infrastructure		\$24,776,000			
Parking Lot	\$24,576,000				\$24,576,000
Public paved path - non-motorized transportation	\$200,000				\$200,000
Construction/Renovation/Improvement		\$170,850,000		\$869,565	\$169,980,435
<i>Base Building Assumptions</i>					
Manufacturing/LT Industrial/Research	\$19,100,000				
Upscale Retail/Restaurant/Entertainment	\$124,750,000				
Convention Center	\$27,000,000				
Soft Costs and Fees		\$34,170,000		\$0	\$34,170,000
Total Above		\$242,846,625	\$5,047,646	\$869,565	\$236,929,414
Contingency		15%	15%	15%	15%
		\$36,424,594	\$754,747	\$130,435	\$35,539,412
Total Development Costs with Contingency		\$279,271,219	\$5,802,393	\$1,000,000	\$272,468,826

FINANCIAL ANALYSIS **Chesterfield Towne Centre**
Table 3 - Total Brownfield Tax Capture **September 2, 2014**

Jurisdiction: Chesterfield Township, MI
 School District: L'Anse Creuse
 Project Type: Mixed Use

<u>Assumptions</u>	
Estimated True Cash Value:	\$ 159,745,479
Projected Taxable Value:	\$ 47,923,644
Initial Taxable Value:	\$ 4,108,550
Incremental Taxable Value:	\$ 43,815,094
<u>Eligible Activity</u>	
Environmental Activities:	\$ 5,802,393
Redevelopment Activities:	\$ -
Total Eligible Expense:	\$ 5,802,393

Year	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024		
Percent Complete	25%	50%	75%	100%	100%	100%	100%	100%	100%	100%		
Captured Taxable Value	\$ -	\$ 9,770,293	\$ 19,540,997	\$ 29,312,116	\$ 39,083,654	\$ 39,515,576	\$ 39,951,817	\$ 40,392,421	\$ 40,837,431	\$ 41,286,890		
New Personal Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Captured Taxable Value	\$ -	\$ 9,770,293	\$ 19,540,997	\$ 29,312,116	\$ 39,083,654	\$ 39,515,576	\$ 39,951,817	\$ 40,392,421	\$ 40,837,431	\$ 41,286,890		
	2012	Total	Total	Total Tax Capture for All Eligible Activities								
<u>Millage Category</u>	<u>Mills/\$1000</u>	<u>Capture</u>	<u>Capture</u>									
Macomb County Operating	4.5685	\$ 993,950	\$ -	\$ 44,635	\$ 89,273	\$ 133,912	\$ 178,553	\$ 180,526	\$ 182,519	\$ 184,532	\$ -	\$ -
Macomb County Drain Debt	0.0050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Macomb County ISD	2.9430	\$ 640,296	\$ -	\$ 28,753	\$ 57,509	\$ 86,265	\$ 115,023	\$ 116,294	\$ 117,578	\$ 118,874	\$ -	\$ -
MCCC	1.4212	\$ 309,202	\$ -	\$ 13,885	\$ 27,771	\$ 41,658	\$ 55,545	\$ 56,159	\$ 56,779	\$ 57,405	\$ -	\$ -
HCMA	0.2146	\$ 46,687	\$ -	\$ 2,096	\$ 4,193	\$ 6,290	\$ 8,387	\$ 8,480	\$ 8,573	\$ 8,668	\$ -	\$ -
Chesterfield Township	0.8061	\$ 175,377	\$ -	\$ 7,875	\$ 15,751	\$ 23,628	\$ 31,505	\$ 31,853	\$ 32,205	\$ 32,560	\$ -	\$ -
Fire Operation	1.8858	\$ 410,284	\$ -	\$ 18,424	\$ 36,850	\$ 55,276	\$ 73,703	\$ 74,518	\$ 75,341	\$ 76,172	\$ -	\$ -
Fire Equipment	0.4617	\$ 100,447	\$ -	\$ 4,510	\$ 9,022	\$ 13,533	\$ 18,044	\$ 18,244	\$ 18,445	\$ 18,649	\$ -	\$ -
Police Special Assess.District	5.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Library	0.6465	\$ 140,653	\$ -	\$ 6,316	\$ 12,633	\$ 18,950	\$ 25,267	\$ 25,546	\$ 25,828	\$ 26,113	\$ -	\$ -
SMART	0.5900	\$ 128,362	\$ -	\$ 5,764	\$ 11,529	\$ 17,294	\$ 23,059	\$ 23,314	\$ 23,571	\$ 23,831	\$ -	\$ -
Veteran Admin	0.0400	\$ 8,699	\$ -	\$ 390	\$ 781	\$ 1,172	\$ 1,563	\$ 1,580	\$ 1,598	\$ 1,615	\$ -	\$ -
College Debt	0.1500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
School Debt	7.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DIA	0.2000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Zoo	0.1000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
School Operating	18.0000	\$ 3,916,200	\$ -	\$ 175,865	\$ 351,737	\$ 527,618	\$ 703,505	\$ 711,280	\$ 719,132	\$ 727,063	\$ -	\$ -
School SET	6.0000	\$ 1,305,396	\$ -	\$ 58,621	\$ 117,245	\$ 175,872	\$ 234,501	\$ 237,093	\$ 239,710	\$ 242,354	\$ -	\$ -
Total Incremental Tax	50.0324	\$ 8,175,553	\$ -	\$ 367,134	\$ 734,294	\$ 1,101,468	\$ 1,468,655	\$ 1,484,887	\$ 1,501,279	\$ 1,517,836	\$ -	\$ -
Brownfield Tax Capture		Total										
Tax Capture for Reimbursement	\$ 5,802,393	\$ -	\$ 327,875	\$ 655,773	\$ 983,684	\$ 1,311,606	\$ 1,326,102	\$ 1,197,354	\$ -	\$ -	\$ -	\$ -
Interest Payment to Developer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capture for Brownfield Authority:	\$ 221,547	\$ -	\$ 9,949	\$ 19,898	\$ 29,848	\$ 39,799	\$ 40,239	\$ 40,683	\$ 41,131	\$ -	\$ -	\$ -
Capture for Bond Repayment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capture for State BRF	\$ 652,698	\$ -	\$ 29,311	\$ 58,623	\$ 87,936	\$ 117,251	\$ 118,547	\$ 119,855	\$ 121,177	\$ -	\$ -	\$ -
Capture for LSRRF	\$ 1,498,915	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 143,387	\$ 1,355,528	\$ -	\$ -	\$ -
Total Capture:	\$ 8,175,553	\$ -	\$ 367,134	\$ 734,294	\$ 1,101,468	\$ 1,468,655	\$ 1,484,887	\$ 1,501,279	\$ 1,517,836	\$ -	\$ -	\$ -
Tax Capture Summary												
<i>Environmental Activities (MDEQ)</i>												
Local Tax Capture	\$ 2,953,957	\$ -	\$ 132,648	\$ 265,312	\$ 397,978	\$ 530,649	\$ 536,514	\$ 542,437	\$ 548,419	\$ -	\$ -	\$ -
School Tax Capture	\$ 5,221,596	\$ -	\$ 234,486	\$ 468,982	\$ 703,490	\$ 938,006	\$ 948,373	\$ 958,842	\$ 969,417	\$ -	\$ -	\$ -
Total	\$ 8,175,553	\$ -	\$ 367,134	\$ 734,294	\$ 1,101,468	\$ 1,468,655	\$ 1,484,887	\$ 1,501,279	\$ 1,517,836	\$ -	\$ -	\$ -
<i>Total Tax Capture</i>												
Local Tax Capture	\$ 2,953,957	\$ -	\$ 132,648	\$ 265,312	\$ 397,978	\$ 530,649	\$ 536,514	\$ 542,437	\$ 548,419	\$ -	\$ -	\$ -
School Tax Capture	\$ 5,221,596	\$ -	\$ 234,486	\$ 468,982	\$ 703,490	\$ 938,006	\$ 948,373	\$ 958,842	\$ 969,417	\$ -	\$ -	\$ -
Total	\$ 8,175,553	\$ -	\$ 367,134	\$ 734,294	\$ 1,101,468	\$ 1,468,655	\$ 1,484,887	\$ 1,501,279	\$ 1,517,836	\$ -	\$ -	\$ -



FINANCIAL ANALYSIS
Table 3a - Local Tax Capture

Chesterfield Towne Centre
September 2, 2014

Jurisdiction: Chesterfield Township, MI
School District: L'Anse Creuse
Project Type: Mixed Use

<u>Assumptions</u>	
Estimated True Cash Value:	\$ 159,745,479
Projected Taxable Value:	\$ 47,923,644
Initial Taxable Value:	\$ 4,108,550
Incremental Taxable Value:	\$ 43,815,094

Local Eligible Activities:	\$ 5,802,393
Local Capture:	\$ 2,096,511

Year	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024		
Percent Complete	25%	50%	75%	100%	100%	100%	100%	100%	100%	100%		
Captured Taxable Value	\$ -	\$ 9,770,293	\$ 19,540,997	\$ 29,312,116	\$ 39,083,654	\$ 39,515,576	\$ 39,951,817	\$ 40,392,421	\$ 40,837,431	\$ 41,286,890		
New Personal Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		
Total Captured Taxable Value	\$ -	\$ 9,770,293	\$ 19,540,997	\$ 29,312,116	\$ 39,083,654	\$ 39,515,576	\$ 39,951,817	\$ 40,392,421	\$ 40,837,431	\$ 41,286,890		
2012 Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total		
Millage Category	Mills/\$1000	Capture	Total Tax Capture for All Eligible Activities									
Macomb County Operating	4.5685	\$ 993,950	\$ -	\$ 44,635	\$ 89,273	\$ 133,912	\$ 178,553	\$ 180,526	\$ 182,519	\$ 184,532	\$ -	\$ -
Macomb County Drain Debt	0.0050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Macomb County ISD	2.9430	\$ 640,296	\$ -	\$ 28,753	\$ 57,509	\$ 86,265	\$ 115,023	\$ 116,294	\$ 117,578	\$ 118,874	\$ -	\$ -
MCCC	1.4212	\$ 309,202	\$ -	\$ 13,885	\$ 27,771	\$ 41,658	\$ 55,545	\$ 56,159	\$ 56,779	\$ 57,405	\$ -	\$ -
HCMA	0.2146	\$ 46,687	\$ -	\$ 2,096	\$ 4,193	\$ 6,290	\$ 8,387	\$ 8,480	\$ 8,573	\$ 8,668	\$ -	\$ -
Chesterfield Township	0.8061	\$ 175,377	\$ -	\$ 7,875	\$ 15,751	\$ 23,628	\$ 31,505	\$ 31,853	\$ 32,205	\$ 32,560	\$ -	\$ -
Fire Operation	1.8858	\$ 410,284	\$ -	\$ 18,424	\$ 36,850	\$ 55,276	\$ 73,703	\$ 74,518	\$ 75,341	\$ 76,172	\$ -	\$ -
Fire Equipment	0.4617	\$ 100,447	\$ -	\$ 4,510	\$ 9,022	\$ 13,533	\$ 18,044	\$ 18,244	\$ 18,445	\$ 18,649	\$ -	\$ -
Police Special Assess.District	5.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Library	0.6465	\$ 140,653	\$ -	\$ 6,316	\$ 12,633	\$ 18,950	\$ 25,267	\$ 25,546	\$ 25,828	\$ 26,113	\$ -	\$ -
SMART	0.5900	\$ 128,362	\$ -	\$ 5,764	\$ 11,529	\$ 17,294	\$ 23,059	\$ 23,314	\$ 23,571	\$ 23,831	\$ -	\$ -
Veteran Admin	0.0400	\$ 8,699	\$ -	\$ 390	\$ 781	\$ 1,172	\$ 1,563	\$ 1,580	\$ 1,598	\$ 1,615	\$ -	\$ -
College Debt	0.1500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
School Debt	7.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DIA	0.2000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Zoo	0.1000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
School Operating	18.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
School SET	6.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Incremental Tax	50.0324	\$ 2,953,957	\$ -	\$ 132,648	\$ 265,312	\$ 397,978	\$ 530,649	\$ 536,514	\$ 542,437	\$ 548,419	\$ -	\$ -
Brownfield Tax Capture	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total	Total
Tax Capture for Reimbursement	\$ 2,096,511	\$ -	\$ 122,699	\$ 245,414	\$ 368,130	\$ 490,850	\$ 496,275	\$ 373,143	\$ -	\$ -	\$ -	\$ -
Interest Payment to Developer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capture for Brownfield Authority:	\$ 221,547	\$ -	\$ 9,949	\$ 19,898	\$ 29,848	\$ 39,799	\$ 40,239	\$ 40,683	\$ 41,131	\$ -	\$ -	\$ -
Capture for Bond Repayment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capture for State BRF	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capture for LSRRF	\$ 635,899	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 126,612	\$ 507,288	\$ -	\$ -	\$ -
Total Local Capture:	\$ 2,953,957	\$ -	\$ 132,648	\$ 265,312	\$ 397,978	\$ 530,649	\$ 536,514	\$ 542,437	\$ 548,419	\$ -	\$ -	\$ -
Eligible Activity Summary	Local Tax Capture	\$ 2,096,511	\$ -	\$ 122,699	\$ 245,414	\$ 368,130	\$ 490,850	\$ 496,275	\$ 373,143	\$ -	\$ -	\$ -
School Tax Capture	\$ 3,705,883	\$ -	\$ 205,176	\$ 410,360	\$ 615,554	\$ 820,756	\$ 829,827	\$ 824,212	\$ -	\$ -	\$ -	\$ -
Total Eligible Activity Capture	\$ 5,802,393	\$ -	\$ 327,875	\$ 655,773	\$ 983,684	\$ 1,311,606	\$ 1,326,102	\$ 1,197,354	\$ -	\$ -	\$ -	\$ -



FINANCIAL ANALYSIS
Table 3b - MDEQ Tax Capture

Chesterfield Towne Centre
September 2, 2014

Jurisdiction: Chesterfield Township, MI
 School District: L'Anse Creuse
 Project Type: Mixed Use

<u>Assumptions</u>	
Estimated True Cash Value:	\$ 159,745,479
Projected Taxable Value:	\$ 47,923,644
Initial Taxable Value:	\$ 4,108,550
Incremental Taxable Value:	\$ 43,815,094

MDEQ Eligible Activities:	\$ 5,802,393
MDEQ Capture:	\$ 3,705,883

Year	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Percent Complete	25%	50%	75%	100%	100%	100%	100%	100%	100%	100%
Captured Taxable Value	\$ -	\$ 9,770,293	\$ 19,540,997	\$ 29,312,116	\$ 39,083,654	\$ 39,515,576	\$ 39,951,817	\$ 40,392,421	\$ 40,837,431	\$ 41,286,890
New Personal Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Captured Taxable Value	\$ -	\$ 9,770,293	\$ 19,540,997	\$ 29,312,116	\$ 39,083,654	\$ 39,515,576	\$ 39,951,817	\$ 40,392,421	\$ 40,837,431	\$ 41,286,890
2012	Total	Total	Total Tax Capture for All Eligible Activities							
Mills/\$1000	Capture									
Macomb County Operating	4.5685	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Macomb County Drain Debt	0.0050	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Macomb County ISD	2.9430	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
MCCC	1.4212	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
HCMA	0.2146	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Chesterfield Township	0.8061	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Operation	1.8858	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Fire Equipment	0.4617	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Police Special Assess.District	5.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Library	0.6465	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SMART	0.5900	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Veteran Admin	0.0400	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
College Debt	0.1500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
School Debt	7.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DIA	0.2000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Zoo	0.1000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
School Operating	18.0000	\$ 3,916,200	\$ 175,865	\$ 351,737	\$ 527,618	\$ 703,505	\$ 711,280	\$ 719,132	\$ 727,063	\$ -
School SET	6.0000	\$ 1,305,396	\$ 58,621	\$ 117,245	\$ 175,872	\$ 234,501	\$ 237,093	\$ 239,710	\$ 242,354	\$ -
Total Incremental Tax	50.0324	\$ 5,221,596	\$ 234,486	\$ 468,982	\$ 703,490	\$ 938,006	\$ 948,373	\$ 958,842	\$ 969,417	\$ -
Brownfield Tax Capture	Total									
Tax Capture for Reimbursement	\$ 3,705,883	\$ -	\$ 205,176	\$ 410,360	\$ 615,554	\$ 820,756	\$ 829,827	\$ 824,212	\$ -	\$ -
Interest Payment to Developer	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capture for Brownfield Authority:	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capture for Bond Repayment	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Capture for State BRF	\$ 652,698	\$ -	\$ 29,311	\$ 58,623	\$ 87,936	\$ 117,251	\$ 118,547	\$ 119,655	\$ 121,177	\$ -
Capture for LSRRF	\$ 863,015	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 14,775	\$ 848,240	\$ -
Total MDEQ Capture:	\$ 5,221,596	\$ -	\$ 234,486	\$ 468,982	\$ 703,490	\$ 938,006	\$ 948,373	\$ 958,842	\$ 969,417	\$ -
MDEQ Eligible Activity Summary										
Local Tax Capture	\$ 2,096,511	\$ -	\$ 122,699	\$ 245,414	\$ 368,130	\$ 490,850	\$ 496,275	\$ 373,143	\$ -	\$ -
School Tax Capture	\$ 3,705,883	\$ -	\$ 205,176	\$ 410,360	\$ 615,554	\$ 820,756	\$ 829,827	\$ 824,212	\$ -	\$ -
Total MDEQ Eligible Activity Capture	\$ 5,802,393	\$ -	\$ 327,875	\$ 655,773	\$ 983,684	\$ 1,311,606	\$ 1,326,102	\$ 1,197,354	\$ -	\$ -



FINANCIAL ANALYSIS **Chesterfield Towne Centre**
Table 4 - Total Tax (Not Including Personal Property) **July 11, 2014**

Jurisdiction: Chesterfield Township, MI
 School District: L'Anse Creuse
 Project Type: Mixed Use

Assumptions
 Estimated True Cash Value: \$ 159,745,479
 Projected Taxable Value: \$ 47,923,644

Annual Appreciation: 1.00%
 NPV Assumption: 1.00%
 Required Years for Capture: 7

Year	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024
Plan Year	0	1	2	3	4	5	6	7	8	9
Percent Complete	25%	50%	75%	100%	100%	100%	100%	100%	100%	100%
Real Property Taxable Value	\$ 4,108,550	\$ 13,878,843	\$ 23,649,547	\$ 33,420,666	\$ 43,192,204	\$ 43,624,126	\$ 44,060,367	\$ 44,500,971	\$ 44,945,981	\$ 45,395,440
Personal Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Taxable Value	\$ 4,108,550	\$ 13,878,843	\$ 23,649,547	\$ 33,420,666	\$ 43,192,204	\$ 43,624,126	\$ 44,060,367	\$ 44,500,971	\$ 44,945,981	\$ 45,395,440

Millage Category	2012											
	Total Mills/\$1000	Total Tax										
Macomb County Operating	4.5685	\$ 6,620,074	\$ 18,770	\$ 63,405	\$ 108,043	\$ 152,682	\$ 197,324	\$ 199,297	\$ 201,290	\$ 203,303	\$ 205,336	\$ 207,389
Macomb County Drain Debt	0.0050	\$ 7,245	\$ 21	\$ 69	\$ 118	\$ 167	\$ 216	\$ 218	\$ 220	\$ 223	\$ 225	\$ 227
Macomb County ISD	2.9430	\$ 4,264,612	\$ 12,091	\$ 40,845	\$ 69,601	\$ 98,357	\$ 127,115	\$ 128,386	\$ 129,670	\$ 130,966	\$ 132,276	\$ 133,599
MCCC	1.4212	\$ 2,059,418	\$ 5,839	\$ 19,725	\$ 33,611	\$ 47,497	\$ 61,385	\$ 61,999	\$ 62,619	\$ 63,245	\$ 63,877	\$ 64,516
HCMA	0.2146	\$ 310,970	\$ 882	\$ 2,978	\$ 5,075	\$ 7,172	\$ 9,269	\$ 9,362	\$ 9,455	\$ 9,550	\$ 9,645	\$ 9,742
Chesterfield Township	0.8061	\$ 1,168,095	\$ 3,312	\$ 11,188	\$ 19,064	\$ 26,940	\$ 34,817	\$ 35,165	\$ 35,517	\$ 35,872	\$ 36,231	\$ 36,593
Fire Operation	1.8658	\$ 2,732,655	\$ 7,748	\$ 26,173	\$ 44,598	\$ 63,025	\$ 81,452	\$ 82,266	\$ 83,089	\$ 83,920	\$ 84,759	\$ 85,607
Fire Equipment	0.4617	\$ 669,035	\$ 1,897	\$ 6,408	\$ 10,919	\$ 15,430	\$ 19,942	\$ 20,141	\$ 20,343	\$ 20,546	\$ 20,752	\$ 20,959
Police	5.0000	\$ 7,245,348	\$ 20,543	\$ 69,394	\$ 118,248	\$ 167,103	\$ 215,961	\$ 218,121	\$ 220,302	\$ 222,505	\$ 224,730	\$ 226,977
Library	0.6465	\$ 936,823	\$ 2,656	\$ 8,973	\$ 15,289	\$ 21,606	\$ 27,924	\$ 28,203	\$ 28,485	\$ 28,770	\$ 29,058	\$ 29,348
SMART	0.5900	\$ 854,951	\$ 2,424	\$ 8,189	\$ 13,953	\$ 19,718	\$ 25,483	\$ 25,738	\$ 25,996	\$ 26,256	\$ 26,518	\$ 26,783
Veteran Admin	0.0400	\$ 57,963	\$ 164	\$ 555	\$ 946	\$ 1,337	\$ 1,728	\$ 1,745	\$ 1,762	\$ 1,780	\$ 1,798	\$ 1,816
College Debt	0.1500	\$ 217,360	\$ 616	\$ 2,082	\$ 3,547	\$ 5,013	\$ 6,479	\$ 6,544	\$ 6,609	\$ 6,675	\$ 6,742	\$ 6,809
School Debt	7.0000	\$ 10,143,487	\$ 28,760	\$ 97,152	\$ 165,547	\$ 233,945	\$ 302,345	\$ 305,369	\$ 308,423	\$ 311,507	\$ 314,622	\$ 317,768
DIA	0.2000	\$ 289,814	\$ 822	\$ 2,776	\$ 4,730	\$ 6,684	\$ 8,638	\$ 8,725	\$ 8,812	\$ 8,900	\$ 8,989	\$ 9,079
Zoo	0.1000	\$ 144,907	\$ 411	\$ 1,388	\$ 2,365	\$ 3,342	\$ 4,319	\$ 4,362	\$ 4,406	\$ 4,450	\$ 4,495	\$ 4,540
School Operating	18.0000	\$ 26,083,251	\$ 73,954	\$ 249,819	\$ 425,692	\$ 601,572	\$ 777,460	\$ 785,234	\$ 793,087	\$ 801,017	\$ 809,028	\$ 817,118
School SET	6.0000	\$ 8,694,417	\$ 24,651	\$ 83,273	\$ 141,897	\$ 200,524	\$ 259,153	\$ 261,745	\$ 264,362	\$ 267,006	\$ 269,676	\$ 272,373
Total Tax	50.0324	\$ 72,500,425	\$ 205,561	\$ 694,392	\$ 1,183,244	\$ 1,672,116	\$ 2,161,010	\$ 2,182,620	\$ 2,204,446	\$ 2,226,490	\$ 2,248,755	\$ 2,271,243



FINANCIAL ANALYSIS **Chesterfield Towne Centre**
Table 4 - Total Tax (Not Including Personal Property)
July 11, 2014

Jurisdiction: Chesterfield Township, MI
 School District: L'Anse Creuse
 Project Type: Mixed Use

Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	
Plan Year	10	11	12	13	14	15	16	17	18	19	20	
Percent Complete	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	
Real Property Taxable Value	\$ 45,849,395	\$ 46,307,889	\$ 46,770,968	\$ 52,595,836	\$ 53,121,794	\$ 53,653,012	\$ 54,189,542	\$ 54,731,438	\$ 55,278,752	\$ 55,831,540	\$ 56,389,855	
Personal Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Taxable Value	\$ 45,849,395	\$ 46,307,889	\$ 46,770,968	\$ 52,595,836	\$ 53,121,794	\$ 53,653,012	\$ 54,189,542	\$ 54,731,438	\$ 55,278,752	\$ 55,831,540	\$ 56,389,855	
2012 Total												
Millage Category	Mills/\$1000											
Macomb County Operating	4.5685	209,463	211,558	213,673	240,284	242,687	245,114	247,565	250,041	252,541	255,066	257,617
Macomb County Drain Debt	0.0050	229	232	234	263	266	268	271	274	276	279	282
Macomb County ISD	2.9430	134,935	136,284	137,647	154,790	156,337	157,901	159,480	161,075	162,685	164,312	165,955
MCCC	1.4212	65,161	65,813	66,471	74,749	75,497	76,252	77,014	77,784	78,562	79,348	80,141
HCMA	0.2146	9,839	9,938	10,037	11,287	11,400	11,514	11,629	11,745	11,863	11,981	12,101
Chesterfield Township	0.8061	36,959	37,329	37,702	42,398	42,821	43,250	43,682	44,119	44,560	45,006	45,456
Fire Operation	1.8858	86,463	87,327	88,201	99,185	100,177	101,179	102,191	103,213	104,245	105,287	106,340
Fire Equipment	0.4617	21,169	21,380	21,594	24,283	24,526	24,772	25,019	25,270	25,522	25,777	26,035
Police	5.0000	229,247	231,539	233,855	262,979	265,609	268,265	270,948	273,657	276,394	279,158	281,949
Library	0.6465	29,642	29,938	30,237	34,003	34,343	34,687	35,034	35,384	35,738	36,095	36,456
SMART	0.5900	27,051	27,322	27,595	31,032	31,342	31,655	31,972	32,292	32,614	32,941	33,270
Veteran Admin	0.0400	1,834	1,852	1,871	2,104	2,125	2,146	2,168	2,189	2,211	2,233	2,256
College Debt	0.1500	6,877	6,946	7,016	7,889	7,968	8,048	8,128	8,210	8,292	8,375	8,458
School Debt	7.0000	320,946	324,155	327,397	368,171	371,853	375,571	379,327	383,120	386,951	390,821	394,729
DIA	0.2000	9,170	9,262	9,354	10,519	10,624	10,731	10,838	10,946	11,056	11,166	11,278
Zoo	0.1000	4,585	4,631	4,677	5,260	5,312	5,365	5,419	5,473	5,528	5,583	5,639
School Operating	18.0000	825,289	833,542	841,877	946,725	956,192	965,754	975,412	985,166	995,018	1,004,968	1,015,017
School SET	6.0000	275,096	277,847	280,626	315,575	318,731	321,918	325,137	328,389	331,673	334,989	338,339
Total Tax	50.0324	\$ 2,293,955	\$ 2,316,895	\$ 2,340,064	\$ 2,631,496	\$ 2,657,811	\$ 2,684,389	\$ 2,711,233	\$ 2,738,345	\$ 2,765,729	\$ 2,793,386	\$ 2,821,320



FINANCIAL ANALYSIS **Chesterfield Towne Centre**
Table 4 - Total Tax (Not Including Personal Property) **July 11, 2014**

Jurisdiction: Chesterfield Township, MI
 School District: L'Anse Creuse
 Project Type: Mixed Use

Year	2036	2037	2038	2039	2040	2041	2042	2043	2044
Plan Year	21	22	23	24	25	26	27	28	29
Percent Complete	100%	100%	100%	100%	100%	100%	100%	100%	100%
Real Property Taxable Value	\$ 56,953,754	\$ 57,523,291	\$ 58,098,524	\$ 58,679,509	\$ 59,266,304	\$ 59,858,967	\$ 60,457,557	\$ 61,062,133	\$ 61,672,754
Personal Property	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Taxable Value	\$ 56,953,754	\$ 57,523,291	\$ 58,098,524	\$ 58,679,509	\$ 59,266,304	\$ 59,858,967	\$ 60,457,557	\$ 61,062,133	\$ 61,672,754

Millage Category	2012 Total									
	Mills/\$1000									
Macomb County Operating	4.5685	\$ 260,193	\$ 262,795	\$ 265,423	\$ 268,077	\$ 270,758	\$ 273,466	\$ 276,200	\$ 278,962	\$ 281,752
Macomb County Drain Debt	0.0050	\$ 285	\$ 288	\$ 290	\$ 293	\$ 296	\$ 299	\$ 302	\$ 305	\$ 308
Macomb County ISD	2.9430	\$ 167,615	\$ 169,291	\$ 170,984	\$ 172,694	\$ 174,421	\$ 176,165	\$ 177,927	\$ 179,706	\$ 181,503
MCCC	1.4212	\$ 80,943	\$ 81,752	\$ 82,570	\$ 83,395	\$ 84,229	\$ 85,072	\$ 85,922	\$ 86,782	\$ 87,649
HCMA	0.2146	\$ 12,222	\$ 12,344	\$ 12,468	\$ 12,593	\$ 12,719	\$ 12,846	\$ 12,974	\$ 13,104	\$ 13,235
Chesterfield Township	0.8061	\$ 45,910	\$ 46,370	\$ 46,833	\$ 47,302	\$ 47,775	\$ 48,252	\$ 48,735	\$ 49,222	\$ 49,714
Fire Operation	1.8858	\$ 107,403	\$ 108,477	\$ 109,562	\$ 110,658	\$ 111,764	\$ 112,882	\$ 114,011	\$ 115,151	\$ 116,302
Fire Equipment	0.4617	\$ 26,296	\$ 26,559	\$ 26,824	\$ 27,092	\$ 27,363	\$ 27,637	\$ 27,913	\$ 28,192	\$ 28,474
Police	5.0000	\$ 284,769	\$ 287,616	\$ 290,493	\$ 293,398	\$ 296,332	\$ 299,295	\$ 302,288	\$ 305,311	\$ 308,364
Library	0.6465	\$ 36,821	\$ 37,189	\$ 37,561	\$ 37,936	\$ 38,316	\$ 38,699	\$ 39,086	\$ 39,477	\$ 39,871
SMART	0.5900	\$ 33,603	\$ 33,939	\$ 34,278	\$ 34,621	\$ 34,967	\$ 35,317	\$ 35,670	\$ 36,027	\$ 36,387
Veteran Admin	0.0400	\$ 2,278	\$ 2,301	\$ 2,324	\$ 2,347	\$ 2,371	\$ 2,394	\$ 2,418	\$ 2,442	\$ 2,467
College Debt	0.1500	\$ 8,543	\$ 8,628	\$ 8,715	\$ 8,802	\$ 8,890	\$ 8,979	\$ 9,069	\$ 9,159	\$ 9,251
School Debt	7.0000	\$ 398,676	\$ 402,663	\$ 406,690	\$ 410,757	\$ 414,864	\$ 419,013	\$ 423,203	\$ 427,435	\$ 431,709
DIA	0.2000	\$ 11,391	\$ 11,505	\$ 11,620	\$ 11,736	\$ 11,853	\$ 11,972	\$ 12,092	\$ 12,212	\$ 12,335
Zoo	0.1000	\$ 5,695	\$ 5,752	\$ 5,810	\$ 5,868	\$ 5,927	\$ 5,986	\$ 6,046	\$ 6,106	\$ 6,167
School Operating	18.0000	\$ 1,025,168	\$ 1,035,419	\$ 1,045,773	\$ 1,056,231	\$ 1,066,793	\$ 1,077,461	\$ 1,088,236	\$ 1,099,118	\$ 1,110,110
School SET	6.0000	\$ 341,723	\$ 345,140	\$ 348,591	\$ 352,077	\$ 355,598	\$ 359,154	\$ 362,745	\$ 366,373	\$ 370,037
Total Tax	50.0324	\$ 2,849,533	\$ 2,878,028	\$ 2,906,809	\$ 2,935,877	\$ 2,965,235	\$ 2,994,888	\$ 3,024,837	\$ 3,055,085	\$ 3,085,636



Attachment A

Resolution(s) Approving Combined Brownfield Plan

Attachment B
Development Reimbursement Agreement

Attachment C
Additional Legal Description

EXHIBIT A

Situated in the Township of Chesterfield, Macomb County, Michigan, described as:

Parcel 1:

A parcel of land being a portion of Lots 1 through 7, both inclusive, Edsel Ford-Rosso Subdivision, as recorded in Liber 38, of Plats, page 13, Macomb County Records and part of the northeast 1/4 and southeast 1/4 of Section 31 and part of the northwest 1/4 of fractional Section 32, Town 3 north, Range 14 east, Chesterfield Township, Macomb County, Michigan, being described as:

Commencing at the northeast corner of Section 31, being the northwest corner of Section 32; thence north 88 degrees 17 minutes 21 seconds east (recorded as north 88 degrees 12 minutes 43 seconds east) 361.20 feet along the north line of fractional Section 32 to the westerly line of Private Claim 144, also being the west line of Industrial Park-21 Subdivision, as recorded in Liber 86 of Plats, pages 23, 24 and 25, Macomb County Records; thence south 02 degrees 25 minutes 07 seconds west 93.24 feet (recorded as south 02 degrees 25 minutes 32 seconds west 93.52 feet) along the west line of Private Claim 144 and the west line of said Industrial Park-21 to the point of beginning; thence continuing south 02 degrees 25 minutes 07 seconds west 1461.13 feet (recorded as south 02 degrees 25 minutes 32 seconds west 1461.62 feet) along the west line of Private Claim 144 and the west line of said Industrial Park-21, the west line of Industrial Park 21-2, as recorded in Liber 89 of Plats, pages 35, 36 and 37, Macomb County Records to the southwest corner of said Industrial Park 21-2 and the northwest corner of Industrial Park 21-3, as recorded in Liber 90 of Plats, page 28, 29, 30, 31 and 32, Macomb County Records; thence south 02 degrees 28 minutes 46 seconds west (recorded as south 02 degrees 28 minutes 58 seconds west) 337.70 feet along the west line of Private Claim 144 and the west line of Industrial Park 21-3; thence north 85 degrees 50 minutes 37 seconds west 266.90 feet; thence south 14 degrees 58 minutes 20 seconds west 107.80 feet; thence 612.01 feet along a tangent curve to the right having a radius of 648.00 feet, a central angle of 54 degrees 06 minutes 49 seconds and whose chord bears south 42 degrees 01 minutes 44 seconds west 589.52 feet; thence 450.10 feet (recorded as 449.80 feet) along a tangent curve to the left having a radius of 457.00 feet, a central angle of 56 degrees 25 minutes 50 seconds (recorded as 56 degrees 23 minutes 36 seconds) and whose chord bears south 40 degrees 52 minutes 14 seconds west 432.13 feet (recorded as south 40 degrees 53 minutes 21 seconds west 431.86 feet) to the east and west 1/4 line of Section 31; thence south 01 degrees 28 minutes 36 seconds east 1241.25 feet (recorded as south 01 degrees 27 minutes 52 seconds east 1241.05 feet); thence north 88 degrees 39 minutes 44 seconds west 93.08 feet; thence south 01 degrees 23 minutes 16 seconds west 1295.34 feet (recorded as 1295.56 feet) to the north right of way of M-59 (variable right of way); thence north 83 degrees 30 minutes 14 seconds west 26.61 feet (recorded as north 83 degrees 29 minutes 19 seconds west 26.83 feet) along the north right of way line of M-59; thence south 88 degrees 04 minutes 03 seconds west 1420.41 feet along the north right of way of M-59 to the southeasterly right of way of I-94 (limited access); thence north 46 degrees 55 minutes 58 seconds west 127.28 feet along the southeasterly right of way of I-94; thence north 01 degrees 55 minutes 58 seconds west 279.57 feet along the southeasterly right of way of I-94; thence north 14 degrees 48 minutes 47 seconds west 631.95 feet along the southeasterly right of way of I-94; thence north 08 degrees 05 minutes 53 seconds east 603.00 feet along the

southeasterly right of way of I-94; thence north 24 degrees 12 minutes 26 seconds east 1050.56 feet (recorded as north 24 degrees 12 minutes 13 seconds east 1050.82 feet) along the southeasterly right of way of I-94 to the east and west 1/4 line of Section 31; thence north 87 degrees 56 minutes 57 seconds east 102.65 feet; thence north 01 degrees 43 minutes 12 seconds west 211.26 feet (recorded as north 01 degrees 38 minutes 59 seconds west 211.13 feet) to the southeasterly right of way of I-94 (limited access); thence north 24 degrees 11 minutes 37 seconds east 1710.04 feet (recorded as north 24 degrees 12 minutes 13 seconds east 1710.00 feet) along the southeasterly right of way of I-94; thence north 28 degrees 44 minutes 43 seconds east 187.31 feet (recorded as north 28 degrees 46 minutes 20 seconds east 187.37 feet) along the southeasterly right of way of I-94; thence 297.51 feet (recorded as 297.27 feet) along a tangent curve to the right having a radius 599.07 feet, a central angle of 28 degrees 27 minutes 14 seconds (recorded as 28 degrees 25 minutes 53 seconds) and whose chord is north 42 degrees 58 minutes 20 seconds east 294.46 feet (recorded as north 42 degrees 59 minutes 16 seconds east 294.23 feet) along the southeasterly right of way of I-94; thence north 57 degrees 12 minutes 57 seconds east 695.12 feet (recorded as north 57 degrees 12 minutes 13 seconds east 695.41 feet) along the southeasterly right of way of I-94; thence 335.63 feet (recorded as 335.59 feet) along a tangent curve to the right having a radius of 966.74 feet, a central angle of 19 degrees 53 minutes 30 seconds (recorded as 19 degrees 53 minutes 22 seconds) and whose chord is north 67 degrees 09 minutes 42 seconds east 333.95 feet (recorded as north 67 degrees 08 minutes 54 seconds east 333.91 feet) along the southeasterly right of way of I-94 to the east line of Section 31 being the west line of Section 32; thence 169.90 feet (recorded as 169.94 feet) continuing along a tangent curve to the right having a radius of 966.74 feet, a central angle of 10 degrees 04 minutes 11 seconds (recorded as 10 degrees 04 minutes 19 seconds) and whose chord is north 82 degrees 08 minutes 32 seconds east 169.68 feet (recorded as north 82 degrees 07 minutes 44 seconds east 169.72 feet) along the southeasterly right of way of I-94; thence north 87 degrees 10 minutes 38 seconds east 186.63 feet (recorded as north 87 degrees 09 minutes 53 seconds east 186.58 feet, also recorded as 186.61 feet) along the southeasterly right of way of I-94 (limited access) to the point of beginning.

Excepting therefrom, the following described land:

Part of the northwest quarter of fractional Section 32, Town 3 north, Range 14 east, Chesterfield Township, Macomb County, Michigan, being described as: Commencing at the northwest corner of Section 32; thence north 88 degrees 17 minutes 21 seconds east 361.20 feet along the north line of fractional Section 32 to the westerly line of Private Claim 144, also being the west line of Industrial Park-21 Subdivision, as recorded in Liber 86 of Plats, pages 23, 24 and 25, Macomb County Records; thence south 02 degrees 25 minutes 07 seconds west 585.99 feet along the west line of Private Claim 144 and the west line of said Industrial Park 21 and the west line of Industrial Park 21-2 as recorded in Liber 89 of Plats, pages 35, 36 and 37, Macomb County Records to the point of beginning thence continuing south 02 degrees 25 minutes 07 seconds west 395.26 feet along the west line of Private Claim 144; the west line of said Industrial Park-21 and the west line of Industrial Park 21-2; thence north 87 degrees 34 minutes 53 seconds west 144.18 feet; thence south 51.65 feet along a tangent curve to the right having a radius of 54.00 feet, a central angle of 54 degrees 47 minutes 49 seconds and chord bearing north 60 degrees 10 minutes 58 seconds west 49.70 feet; thence north 32 degrees 47 minutes 03 seconds west 121.20

feet; thence north 57 degrees 12 minutes 57 seconds east 92.07 feet; thence 289.68 feet along a tangent curve to the left having a radius of 550.00 feet, a central angle of 30 degrees 10 minutes 38 seconds and chord bearing north 42 degrees 07 minutes 38 seconds east 286.34 feet to the point of beginning.

Parcel A:

Part of Lot 1 of Industrial Park 21, part of Lots 9 & 10 of "Supervisor's Plat No. 9A", a subdivision of part of Private Claim 144, Town 3 north, Range 14 east, Chesterfield Township, Macomb County, Michigan, as recorded in Liber 86 of Plats, pages 23, 24 and 25, Macomb County Records, more particularly described as: Beginning at the northwest corner of Lot 1; thence north 87 degrees 12 minutes 20 seconds east 50.21 feet along the north line of Lot 1; thence south 02 degrees 25 minutes 07 seconds west 295.38 feet; thence 26.66 feet along the tangent curve to the right, having a radius of 550.00 feet, a central angle of 02 degrees 46 minutes 37 seconds and the chord bearing south 03 degrees 48 minutes 26 seconds west 26.27 feet; thence north 87 degrees 36 minutes 23 seconds west 49.35 feet along the south line of Lot 1; thence north 02 degrees 25 minutes 07 seconds east 317.49 feet along the west line of Lot 1 to the point of beginning.

Parcel B:

Part of Lot 4 of Amended Plat of Outlot "A" of "Industrial Park 21-2", a subdivision of part of Private Claim 144, Town 3 north, Range 14 east, Chesterfield Township, Macomb County, Michigan, as recorded in Liber 98 of Plats, page 18, Macomb County Records, more particularly described as: Beginning at the northwest corner of Lot 4; thence south 87 degrees 37 minutes 53 seconds east 43.13 feet along the north line of Lot 4; thence 149.34 feet along a non-tangent curve to the right having a radius 550.00 feet, a central angle of 15 degrees 33 minutes 27 seconds and the chord bearing south 19 degrees 15 minutes 36 seconds west 148.88 feet; thence north 02 degrees 25 minutes 07 seconds east 142.46 feet along the west line of Lot 4 to the point of beginning.

Including all that part of vacated Luckino Drive adjacent thereto and lying between said parcels.

Parcel Identification Nos.

09-31-402-004, as to Parcel 1
 09-31-402-005, as to Parcel 1
 09-31-426-006, as to Parcel 1
 09-31-451-009, as to Parcel 1
 09-31-451-011, as to Parcel 1
 09-31-451-013, as to Parcel 1
 09-31-451-015, as to Parcel 1
 09-31-451-017, as to Parcel 1
 09-31-451-019, as to Parcel 1
 09-31-451-021, as to Parcel 1
 09-31-251-003, as to Parcel 1
 (part of) 09-31-276-002, as to Parcel 1
 (part of) 09-31-226-003, as to Parcel 1
 part of 09-32-103-001, as to Parcels A & B
 part of 09-32-104-006, as to Parcels A & B

Attachment D
Wastewater Lagoon Closure Letters

STATE OF MICHIGAN



JOHN ENGLER, Governor

DEPARTMENT OF ENVIRONMENTAL QUALITY

"Better Service for a Better Environment"

HOLLISTER BUILDING, PO BOX 90473, LANSING MI 48208-7973

INTERNET: www.deq.state.mi.us

RUSSELL J. HARDING, Director

REPLY TO:

SE MICHIGAN DISTRICT OFFICE
24680 SEVEN MILE RD
LIVONIA MI 48153-1005

March 8, 2001

Mr. Kirit T. Ravani, P.E., President
 Enviro Matrix
 163 Madison, Suite 104
 Detroit, Michigan 48226-2135

Dear Mr. Ravani:

Subject: Closure Report
 North Cell, South Lagoon
 Chesterfield Township

On January 11, 2001, a closure report for the north cell of the south wastewater sewage lagoon was submitted to this office for review. The report was submitted in accordance with the approved October 29, 1997 closure sampling plan. The closure report was reviewed in conformance with the January 14, 2000 draft Surface Water Quality Division Lagoon Closure Procedure.

The closure report documents final remedial actions at the north cell of the lagoon system and also provides a risk-based evaluation of the site subsequent to wastewater and biosolids removal. The risk-based evaluation consisted of a comparison of sample results with Part 201 residential land use criteria and background default soil concentrations.

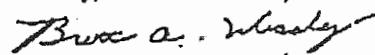
The Michigan Department of Environmental Quality (MDEQ), Surface Water Quality Division has reviewed the closure report submitted by Enviro Matrix for the land use based remedial action plan pursuant to Part 201 of the Natural Resources and Environmental Protection Act (NREPA), 1994 PA 451, as amended, MCL 324.20101, *et seq.* Based upon our evaluation of the submittals, the north cell remedial actions are considered complete. Residential closure for the north lagoon cell is granted.

The MDEQ expresses no opinion as to other contaminants beyond those identified and remediated as a part of the approved RAP. The MDEQ also makes no warranty as to the fitness of this site for any general or specific use and prospective purchasers or users are advised to use due diligence prior to acquiring or using this site.

Mr. Kirit T. Ravani, P.E., President
Enviro Matrix
March 7, 2001
Page 2

If you should have further questions or concerns, please contact me at 734 953-1442.

Sincerely,



Brett A. Wiseley
Southeast Michigan District Office
Surface Water Quality Division
734-953-1442

cc: Park Plaza North, LLC



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
JACKSON DISTRICT OFFICE



STEVEN E. CHESTER
DIRECTOR

March 31, 2003

Mr. Kirit T. Ravani, P.E., Principal
Enviro Matrix
163 Madison, Suite 104
Detroit, Michigan 48226-2135

Dear Mr. Ravani:

SUBJECT: Closure Report
North Lagoon
Chesterfield Township

On September 24, 2002, a closure report for the north wastewater sewage lagoon was submitted to the Department of Environmental Quality (DEQ), Water Division (WD) for review. The report was submitted in accordance with the approved February 11, 2002, closure sampling plan. The closure report was reviewed in conformance with the March 5, 2002, Lagoon Closure Procedure.

The closure report documents final remedial actions at the north lagoon system and provides a risk-based evaluation of the site subsequent to wastewater removal and biosolids reuse and relocation. The risk based evaluation consisted of a comparison of sample results with Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, (NREPA), residential land use criteria and background default soil concentrations.

The DEQ, WD has reviewed the closure report submitted by Enviro Matrix for the land use based lagoon closure plan pursuant to Part 31, Water Resources Protection, of NREPA. Based upon our evaluation of the submittals, closure for the north lagoon system is granted.

The DEQ expresses no opinion as to other contaminants beyond those identified and remediated as a part of the approved lagoon closure plan. The DEQ also makes no warranty as to the fitness of this site for any general or specific use, and prospective purchasers or users are advised to use due diligence prior to acquiring or using this site.

If you have further questions or concerns, please contact me.

Sincerely,

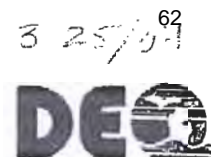
Greg Merricle
Biosolids Coordinator
Field Operations Section
Water Division
517-780-7841

cc: Mr. Joe Gayeski, Chesterfield Township
File: Chesterfield Township North, Macomb County



JENNIFER M. GRANHOLM
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
SOUTHEAST MICHIGAN DISTRICT OFFICE



STEVEN E. CHESTER
DIRECTOR

March 25, 2004

RECEIVED MAR 26 2004

Mr. Scott G. Park, C.P.G.
STS Consultants, Ltd.
7402 Westshire Drive, Suite 100
Lansing, Michigan 48917-8687

Dear Mr. Park:

SUBJECT: Closure Report
Southeast and Southwest Cells, Chesterfield Township South Lagoon

On November 5, 2003, a closure report for the southeast and southwest cells of the Chesterfield Township South Lagoon was submitted to the Department of Environmental Quality (DEQ), Water Division (WD) for review. The report was submitted in accordance with the approved October 29, 1997, closure sampling plan. The closure report was reviewed in conformance with the March 5, 2002, Lagoon Closure Procedure.

The closure report documents final closure actions at the south lagoon system and provides a risk-based evaluation of the site subsequent to wastewater removal and biosolids relocation and reuse. The risk based evaluation consisted of a comparison of sample results with Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, (NREPA), residential land use criteria and site specific background soil concentrations.

The DEQ, WD has reviewed the closure report submitted by STS Consultants, Ltd for the land use based lagoon closure plan pursuant to Part 31, Water Resources Protection, of NREPA. Based upon our evaluation of the submittals, closure for the south lagoon system is granted.

The DEQ expresses no opinion as to other contaminants beyond those identified as a part of the approved lagoon closure plan. The DEQ also makes no warranty as to the fitness of this site for any general or specific use, and prospective purchasers or users are advised to use due diligence prior to acquiring or using this site.

If you have further questions or concerns, please contact me.

Sincerely,

Greg Merricle
Biosolids Coordinator
Field Operations Section
Water Division
517-780-7841

cc: Mr. Richard Ives, Chesterfield Town Center, L.L.C.
Mr. Jim Ellis, Chesterfield Township Supervisor
Mr. Kirit Rivani, Enviro Matrix, Inc.
File: Chesterfield Township South, Macomb County

Clarification on “Bypass Procedures”

As per the Contracting Policy (see below), all contracts approved via the bypass process needs to be forwarded to the Full Commission, and ratification by Full Commission is also recommended.

Therefore, we have placed the Engineering Services Contract for Traffic Operations Center with URS Corporation, which was adopted via bypass process on 09/12/14, for approval by the Full Board.

Moving forward, the BOC staff will make sure any contracts approved by the bypass process, be placed on the subsequent Full Board Meeting for Commission approval.

=====

**Contracting Policy (Resolution No. 2012-1) Amended 04/30/14
Section II.C.6**

“When execution of a contract without full Commission approval is: a) necessary to prevent or minimize serious disruption of government services; b) may result in additional cost to the County if not acted upon promptly; or c) may permit savings by the County if acted upon promptly, the Executive may execute such contract without complying with subsection B upon the prior written approval of the Commission Chair, the chair of the Commission committee with jurisdiction over the subject matter of the contract according to the rules of the Commission, and the Chair of the Finance Committee (or, if unavailable, their respective vice - chairs). Written documentation of the basis of the Executive’s request to bypass the procedures of subsection B must be included in the contract file, and submitted to the respective chairs along with the request for their approval. When contracts are made under this paragraph, the Executive shall promptly forward the executed contract to the full Commission. Ratification of the contract by the full Commission is recommended, but a contract executed under this paragraph shall continue to be valid and enforceable.”



Request to Bypass General Contracting Approval Procedures

****This form is required pursuant to Section II.C.6 of the Macomb County Contracting Policy (Amended 02-06-14) and must be included with the Contract Review Request Form, and all relevant contract files.**

Department Name

Department of Roads

Contract / Program Title

Engineering Services - URS - TOC Staffing

Bypass Reason(s):

- Prevent or minimize serious disruption of government services
- May result in additional cost to County if not acted upon promptly
- May permit savings by the County if acted upon promptly

09-11-14

09-11-14

Additional Explanation for Bypass:

This form is required to be returned to MDOT by Monday, September 15, 2014. Attached is all pertinent information. This is an annual contract for staffing of the Traffic Operations Center and is effective with the new fiscal year on 10/1/14. CMAQ funding covers 80% of the budgeted amount of \$2,125,000.

Assigned To Committee:

09-23-14 Infrastructure Committee

Board Chair

Chairman Dave Flynn

Signature

Date

09-11-14

Committee Chair / Vice-Chair

Commissioner Carabelli

Signature

Date

09-11-14

Finance Chair / Vice-Chair

Commissioner Miller

Signature

Date

9/12/14



Macomb County Executive Mark A. Hackel

Mark F. Deldin
Deputy County Executive

To: David Flynn, Board Chair

From: Pamela J. Lavers, Assistant County Executive

Date: September 11, 2014

RE: Agenda Item – Department of Roads, Engineering Contract with URS Corporation

Attached you will find documentation and a resolution from Department of Roads Director, Robert Hoepfner, to approve the third party agreement between the Macomb County Department of Roads and URS Corporation for staffing of the Traffic Operations Center for the Fiscal Year of October 1, 2014 through September 30, 2015.

The Traffic Operations Center is staffed through a consultant each year, which is necessary to continue operations.

The Executive Office respectfully submits this agenda item for the Commission's consideration and recommends approval of the URS Corporation contract as stated above.

PJL/smf

cc: Robert Hoepfner



MACOMB COUNTY, MICHIGAN

Resolution Number:

Full Board Meeting Date:

--	--

RESOLUTION

Resolution to:

Approve the third party agreement between the Macomb County Department of Roads and URS Corporation for staffing of the Traffic Operation Center for Fiscal Year of October 1, 2014 through September 30, 2015.

Introduced By:

Commissioner James Carabelli

Additional Background Information (If Needed):

Every year, the Dept of Roads receives Congestion Mitigation for Air Quality (CMAQ) funds to staff the Traffic Operations Center with traffic engineers and technicians. This year, URS was the only bidder to respond to the Request for Proposal to provide these services. The URS proposal included subcontracting engineering firms that have previously provided staff for TOC, many of which are trained and familiar with TOC operations. The proposal process was completed within Michigan Department of Transportation (MDOT) guidelines and the award to URS was approved by MDOT as well. This contract represents the third party agreement between the Department of Roads and URS. The contract shall not exceed \$1,898,232.12 (Budgeted at \$2,125,000). CMAQ funds would cover 80% of the total amount and the Department of Roads would cover the remaining 20%.

Infrastructure

Committee

09/23/2014

Meeting Date



DEPARTMENT OF ROADS

67

117 South Groesbeck Highway • Mount Clemens, Michigan 48043
Phone: (586) 463-8671
www.MacombCountyMi.gov/roads

Robert P. Hoepfner, P.E.
Director of Roads

09/10/2014

Date

Office of County Executive
County of Macomb
One South Main, 8th Floor
Mount Clemens, MI 48043

Department of Roads
REQUEST APPROVAL / ADOPTION OF
Engineering Contract for TOC Engineering Services

SUBJECT:

Third party contract for URS to provide staffing for Traffic Operations Center for fiscal year 10/1/14 to 9/30/15

IT IS RECOMMENDED THAT THE EXECUTIVE SUBMIT TO THE BOARD:

the attached third party agreement for approval and signature by Mark Deldin

PURPOSE / JUSTIFICATION:

The TOC is staffed through a consultant each year, which is necessary to continue operations

FISCAL IMPACT / FINANCING:

Congestion Mitigation for Air Quality (CMAQ) federal funding of \$1,700,000 provides 80% of the \$2,125,000 budgeted for 2014/2015 FY. The Department of Roads covers the remaining 20% of \$425,000. This contract covers engineering services to provide engineers and technician staff for the TOC.

FACTS AND PROVISION / LEGAL REQUIREMENTS:

Terms of contract covers capped cost and staffing requirements. The agreement was drafted based on MDOT third party agreement template and remains the same as last year as previously approved by the Board.

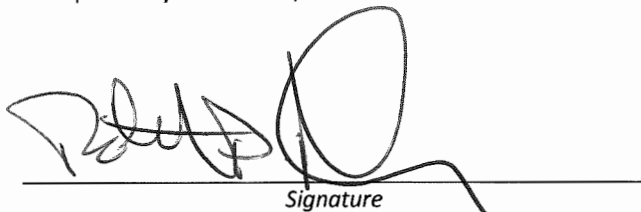
CONTRACTING PROCESS:

After contract is approved and executed, a copy is provided to MDOT, URS and Dept of Roads. MDOT also provides a contract with the Dept of Roads afterwards outlining the project and CMAQ funding on a whole.

IMPACT ON CURRENT SERVICES (PROJECTS):

Engineers and technicians are required to continue Traffic Operation Center operations.

Respectfully submitted,



Signature

Robert Hoepfner, Director
Department of Roads



CONTRACT REVIEW ROUTING FORM

ORIGINATING DEPARTMENT INFORMATION		
Department Leader: Robert Hoepfner	Department: Roads	Date: 09/10/2014
Contract Contact Person: Sue VanSteelandt	Contact Phone Number: (586) 463-0344	NOTE: Contracts are returned interoffice mail unless specified below: <input checked="" type="checkbox"/> Call Sue VanSteelandt for Pick Up: # 586.463.0344

CONTACT / PROGRAM INFORMATION		
Contract / Program Title: Engineering Contract for Traffic Operations	GRANT <input type="checkbox"/> AWARD <input checked="" type="checkbox"/> Funded	Return By Date: 09/26/2014

DEPARTMENT ROUTING & AUTHORIZATIONS

NOTES:

1. RISK & CONTRACT MANAGEMENT -

- Approved
- Approved with changes
- Rejected

RETURN TO
REQUESTING DEPARTMENT

John P. Anderson _____ 9-11-14
Authorized Signature Date

Department Received Stamp:

RECEIVED
SEP 11 2014
Risk Management & Safety

2. FINANCE DEPARTMENT -

- Approved
- Approved with changes
- Rejected

RETURN TO
RISK & CONTRACT MANAGEMENT

Robert Hoepfner _____ 9-11-14
Authorized Signature Date

Department Received Stamp:

3. OFFICE OF CORPORATION COUNSEL -

- Approved
- Approved with changes
- Rejected

RETURN TO
RISK & CONTRACT MANAGEMENT

John Smith _____ 9/11/14
Authorized Signature Date

Department Received Stamp:

RECEIVED
SEP 11 2014
CORPORATION COUNSEL

4. OFFICE OF COUNTY EXECUTIVE -

- Approved
- BOC Review Required
-
- Approved with changes
- Rejected

RETURN TO
RISK & CONTRACT MANAGEMENT

Mark Seldin _____ 9/11/14
Authorized Signature Date

Department Received Stamp:

EXECUTIVE OFFICE
SEP 11 2014
RECEIVED



CONTRACT REVIEW ROUTING FORM

ORIGINATING DEPARTMENT INFORMATION			
Department Leader: Robert Hoepfner	Department: Roads	Date: 09/10/2014	
Contract Contact Person: Sue VanSteelandt	Contact Phone Number: (586) 463-0344	NOTE: Contracts are returned interoffice mail unless specified below: <input checked="" type="checkbox"/> Call Sue VanSteelandt for Pick Up: # 586.463.0344	
CONTACT / PROGRAM INFORMATION			
Contract / Program Title: Engineering Contract for Traffic Operations			GRANT <input type="checkbox"/> AWARD (County Recipient) <input checked="" type="checkbox"/> Funded (Program)
Vendor Number (if known):	Vendor Name: URS Corporation		Vendor Disclosure Form Attached: <input type="checkbox"/> Yes <input type="checkbox"/> IFAS <input checked="" type="checkbox"/> No (N/A)
Original Contract Amount: \$ 1,898,232.12	Amendment Amount: \$	Total Amended Contract Amount: \$ 1,898,232.12	Funding Source - Org Key / Object - (If known): CMAQ federal funds
Contract Begin Date: 10/01/2014	Amendment Date:	Contract End Date: 09/30/2015	Targeted Committee Date: 09/23/2014
<input checked="" type="checkbox"/> New <input type="checkbox"/> Renewal <input type="checkbox"/> Amendment	If Renewal or Amendment, what terms have changed (if any):		Amendment Number:
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Contract Bid: If not bid out, please explain:	Lowest Bid: If not lowest bid, please explain: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
Bid Number: n/a	How many bidders responded? 1	Winning bidder Macomb County Entity: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No - Explain: Grand Rapids MI	
Contract / Program Synopsis: <p>Every year, the Department of Roads receives Congestion Mitigation for Air Quality (CMAQ) funding to staff the Traffic Operations Center with traffic engineers and technicians. This year, URS was the only bidder to respond to the Request for Proposal (RFP) to provide these services. The URS proposal did include other subcontractor engineering firms that have previously provided staff for the TOC, many of which are already trained and familiar with the TOC operations and will be returning through the URS contract. The proposal process was completed within Michigan Department of Transportation (MDOT) guidelines and the award to URS was approved by MDOT as well. This contract represents the third party agreement between the Department of Roads and URS. The contract shall not exceed \$1,898,232.12 (Budgeted at \$2,125,000). CMAQ funds would cover 80% of the total amount and the Department of Roads would cover the remaining 20%.</p>			
OTHER CONTRACT INFORMATION			
<input type="checkbox"/> CONTRACT REQUIRES SIGNATURE OF COUNTY EXECUTIVE ONLY. DESIGNEE SIGNATURE WILL NOT BE ACCEPTED.			
PLEASE CHECK APPROPRIATE ITEM BELOW (IF APPLICABLE):			
<input checked="" type="checkbox"/> 1. AWARDING A CONTRACT OF \$35,000 OR MORE FOR SERVICES, SUPPLIES, MATERIALS, EQUIPMENT OR REAL ESTATE. <input type="checkbox"/> 2. AWARDING A CONTRACT OF \$100,000 OR MORE FOR CONSTRUCTION. <input type="checkbox"/> 3. AWARDING A CONTRACT MODIFICATION EXCEEDING 10% OF THE ORIGINAL APPROVED CONTRACT AMOUNT. <input type="checkbox"/> 4. AWARDING A CONTRACT THAT EXCEEDS 5 YEARS IN LENGTH. <input type="checkbox"/> 5. EMPLOYER PAID FRINGE BENEFITS. <input type="checkbox"/> 6. COLLECTIVE BARGAINING AGREEMENTS. <input type="checkbox"/> 7. INTERGOVERNMENTAL AGREEMENTS AS DEFINED BY CHARTER SECTION 3.1.			

SUBCONTRACT NO. _____
 CONTROL SECTION NO. _____
 JOB NO. 114942
 FED. PROJECT NO. _____
 FED. ITEM NO. _____

ENGINEERING CONTRACT

FOR TRAFFIC OPERATIONS ENGINEERING SERVICES

THIS CONTRACT, made and entered into as of this ____ day of _____, 2014, by and between URS Corporation Great Lakes a Consultant Engineering Corporation of Grand Rapids, Michigan, hereinafter referred to as "CONSULTANT", and the Macomb County Department of Roads, hereinafter referred to as "LOCAL AGENCY".

WITNESSETH:

WHEREAS, the LOCAL AGENCY is desirous of proceeding with preparation of plans for Engineering Services within its limits; and

WHEREAS, the LOCAL AGENCY desires to engage the professional services and assistance of the CONSULTANT to perform certain engineering services and other related work, said work to be hereinafter referred to as "SERVICES", required in connection with traffic operations, hereinafter referred to as "PROJECT"; and

WHEREAS, the LOCAL AGENCY has programmed the PROJECT with the Michigan DEPARTMENT of Transportation, hereinafter referred to as the "DEPARTMENT" for construction with the use of CMAQ Funds administered by the United States the DEPARTMENT of Transportation, Federal Highway Administration, hereinafter referred to as the "FHWA"; and

WHEREAS, the CONSULTANT is willing to render the SERVICES desired by the LOCAL AGENCY for the considerations hereinafter expressed; and

WHEREAS, the terms and conditions of the prime contract between the DEPARTMENT and the LOCAL AGENCY for the PROJECT shall be incorporated as part of this subcontract to ensure that if any discrepancies occur between the prime contract and subcontract, the prime contract shall prevail; and

WHEREAS, the parties hereto have reached an understanding regarding the performance of the SERVICES on the PROJECT and desire to set forth this understanding in the form of a written contract;

NOW THEREFORE, it is hereby agreed by and between the parties hereto that:

The CONSULTANT shall:

1. Provide employees with a Bachelor of Science Degrees in Civil Engineering or related field to perform engineering services for countywide traffic signal operations.

Provide employees with experience in Computer Science or related field to perform IT and ITS services for countywide traffic signal operations.

Provide employees with Associate Degrees and/or relevant experience in system operations to perform operations services for countywide traffic signal operations.

2. Provide employees to perform work at the Traffic Operations Center in the LOCAL AGENCY Administration Building as well as signal locations throughout the county.

3. Provide employees who will report to work utilizing a schedule that is reviewed and approved by the LOCAL AGENCY.

4. Provide employees to perform a variety of traffic engineering and traffic operations functions focused upon operations of the county traffic signal system and roadways. Functions primarily include, but are not limited to, the following: Traffic signal system operations from the control room; Prepare signal timings; Support real-time incident management activities in the control room; Review motorist's concerns; Identify and diagnose signal timing problems from the operations center; Diagnose signal timing problems in the field; Adjust timing parameters as needed to solve problems; Configuring and troubleshooting ITS devices; Traffic Operations Planning; Signal Systems Planning; Traffic Data Collection and Analysis; Coordinating traffic operations related correspondence with municipalities.

Provide employees to perform a variety of IT and ITS functions focused upon supporting the daily operations of the county traffic signal system. Functions primarily include, but are not limited to, the following: Maintain, diagnose and troubleshoot the existing communication system; Support communication system development; Configure network bridges between existing networks; Support the operation of video servers to enable live streaming of traffic surveillance video to outside agencies; Develop subnet schemes for field devices, and Virtual Local Area Networks (VLANs) on an existing managed switch; Plan, configure and coordinate installation of network devices; Determine device layouts for all new signal modernizations; Perform line of sight analysis for planned radio locations.

5. During the performance of the SERVICES, be responsible for any loss or damage to the documents, hereinafter enumerated as belonging to the LOCAL AGENCY while they are in its possession. Restoration of lost or damaged documents shall be at the CONSULTANT'S expense.
6. Show evidence of Worker's Compensation Insurance, said insurance to be required by law.
7. Commence SERVICES as set forth in this Contract only upon receipt of written notice from the LOCAL AGENCY's project manager that the CONSULTANT's SERVICES are desired.
8. Submit billings to the LOCAL AGENCY, as hereinafter set forth in Section 11.

THE LOCAL AGENCY SHALL:

9. Provide workspaces in an office environment complete with desk, chair, computer, desk telephone.
10. For and in consideration of the SERVICES rendered by the CONSULTANT as set forth in this Contract, pay the CONSULTANT on the basis of actual cost plus a fixed fee (profit) which shall not exceed One Million Eight Hundred Ninety Eight Thousand Two Hundred Thirty Two Dollars and Twelve Cents (\$1,898,232.12) which includes the fixed fee of One Hundred Eighty Seven Thousand Two Hundred Seventy Nine Dollars and Ninety Six Cents (\$187,279.96). The fixed fee (profit) shall be as shown in Exhibit A-1, attached hereto and made a part hereof.

Actual costs for SERVICES required and performed will be determined in accordance with the following terms, subject to the cost criteria set forth in the Federal Acquisition Regulations, 48 CFR, Part 31:

- a. Direct Salary Costs: Actual labor costs of personnel performing the SERVICES. This cost will be based on the employee's actual hourly rate of pay and the actual hours of performance on the PROJECT as supported by employee time records.
- b. Direct Costs: Actual costs of materials and services, other than salaries, as may be required hereunder but which are not normally provided as a part of the overhead of the CONSULTANT. All actual costs shall be itemized and certified as paid to specifically named firms or individuals, and shall be supported by proper receipts.
- c. Overhead (Indirect Costs): A pro-rated portion of the actual overhead incurred by the CONSULTANT during performance of the SERVICES. The amount of overhead payment, including payroll overhead, will be calculated as a percentage of all direct labor costs related to staff personnel and members of the firm. Overhead shall include those costs which, because of their incurrence for common or joint objectives, are not readily subject to treatment as a direct cost. The provisional overhead rate, which will be applied to direct labor costs for progress payments is set forth in Exhibit B and Exhibit C.

It is agreed that the use of the provisional rate set forth in Exhibit B and Exhibit C sets neither a minimum nor maximum to the actual overhead costs to be paid the CONSULTANT. Any overpayment or underpayments made to the CONSULTANT for SERVICES performed resulting from usage of the provisional overhead rate will be corrected subject to the contract maximum in the first paragraph of Section 10, in the first billing submitted subsequent to the CONSULTANT's calculation of an actual overhead rate for the financial year end applicable to the reported direct labor cost. The audit at the completion of this Contract, or at such time as this Contract is terminated, will verify the propriety of reported overhead.

Facilities Cost of Capital: A pro-rated portion of the actual facilities costs of capital incurred by the CONSULTANT during work is reimbursable only if the estimated facilities cost of capital was specifically identified in the cost proposal for this work (Exhibit B and Exhibit C).

- d. Travel and Subsistence: Actual costs in accordance with and not to exceed the amounts set forth in the State of Michigan Standardized Travel Regulations, incorporated herein by reference as if the same were repeated in full herein.

- e. Fixed Fee (Profit): In addition to the payment for direct and overhead costs as hereinbefore provided, the LOCAL AGENCY agrees to pay the CONSULTANT a fixed amount for profit for the SERVICES performed. It is agreed and understood that such amount constitutes full compensation to the CONSULTANT for profit and will not vary because of any differences between the estimated cost and the actual cost for work performed, except that in the event this Contract is terminated, payment of a fixed fee (profit) in respect to the PROJECT shall be in an amount which can be established by the CONSULTANT from its accounts and records and subject to the provisions of Section 12.
- f. Subconsultant Costs: Actual costs of subconsultants performing SERVICES under this Contract. Amounts for fixed fees paid by the CONSULTANT to the subconsultant will not be considered an actual cost of the CONSULTANT, but will be considered a part of the fixed fee of the CONSULTANT.
- g. The maximum amount, including the fixed fee (profit), hereinbefore set forth in this Section, shall not be exceeded except by the execution of an amendment to this Contract by and between the parties hereto and with approval of the DEPARTMENT and the FHWA. Payment shall be made as set forth hereinafter.

11. Make payments to the CONSULTANT in accordance with the following procedures:

- a. Progress payments may be made for reimbursement of amounts earned to date and shall include direct costs, other direct costs, calculated amounts for overhead using overhead, and facilities cost of capital using applied rates, set forth hereinbefore, plus a portion of the fixed fee.

The portion of the fixed fee which may be included in progress payments shall be equal to the number of hours of services performed by staff during the billing period multiplied by their hourly rates plus overhead costs multiplied by the fixed fee rate set forth in Exhibit B and Exhibit C.

- b. Partial payments will be made upon the submission by the CONSULTANT of a billing, accompanied by the properly completed reporting forms and such other evidence of progress as may be required by the LOCAL AGENCY. Partial payments shall be made only once a month.
- c. Final billing under this Contract shall be submitted in a timely manner but not later than three (3) months after completion of the SERVICES. Billing for work submitted later than three (3) months after completion of SERVICES will not be paid. Final payment, including adjustments of direct salary costs, other direct costs and overhead costs, will be made upon completion of audit by the LOCAL AGENCY and/or as appropriate, by representatives of the DEPARTMENT and the FHWA. In the event such audit indicates an overpayment, the CONSULTANT will repay the LOCAL AGENCY within 30 days of the date of the invoice.

12. If SERVICES, or any part thereof, are terminated before completed, pay the CONSULTANT as follows:

- a. Pay the CONSULTANT actual cost plus overhead and facilities cost of capital, as defined herein, incurred for the work to be terminated up to the time of termination, as set forth in Section 10. The CONSULTANT will also be reimbursed a proportionate share of the fixed fee based on the portion of the project that has been completed, as determined by the DEPARTMENT. The CONSULTANT will perform the work under this Contract up to the time of termination, prior to the CONSULTANT being reimbursed.

IT IS FURTHER AGREED THAT:

13. Approval of this Contract by the DEPARTMENT in no way obligates the DEPARTMENT for any costs or other responsibilities, except as fiscal agent for the FHWA with respect to making federal funds available for the SERVICES performed by the CONSULTANT for the LOCAL AGENCY.
14. Upon completion or termination of this Contract, all documents prepared by the CONSULTANT, including tracings, drawings, estimates, specifications, field notes, investigations, studies, etc., as instruments of SERVICES shall become the property of the LOCAL AGENCY.
15. No portion of the PROJECT work, hereto before defined, shall be sublet, assigned, or otherwise disposed of except as herein provided or with the prior consent of the LOCAL AGENCY and approval by the DEPARTMENT and the FHWA. Consent to sublet, assign or otherwise dispose of any portion of the SERVICES shall not be construed to relieve the CONSULTANT of any responsibility for the fulfillment of this Contract.
16. Consultant shall perform its services in compliance with applicable standards of professional care. All questions which may arise as to the quality and acceptability of work, the manner of performance and rate of progress of the work, and the interpretation of plans and specifications shall be decided by the LOCAL AGENCY's PROJECT manager. All questions as to the satisfactory and acceptable fulfillment of the terms of this Contract shall be decided by the LOCAL AGENCY.
17. Any changes in SERVICES to be performed by the CONSULTANT involving extra compensation must be authorized in writing by the LOCAL AGENCY and approved by the DEPARTMENT and the FHWA prior to the performance thereof by the CONSULTANT and requires an amendment to this Contract.
18. In addition, the CONSULTANT shall comply with, and shall require any contractor or subcontractor to comply with, the following:
 - a. In connection with the performance of this Contract, the CONSULTANT (hereinafter in Appendix A referred to as the "contractor") agrees to comply with the State of Michigan provisions for "Prohibition of Discrimination in State Contracts", as set forth in Appendix A, attached hereto and made a part hereof.
 - b. During the performance of this Contract, the CONSULTANT for itself, its assignees, and successors in interest (hereinafter in Appendix B referred to as the "contractor") agrees to comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6, and the Regulations of the United States Department of Transportation (49 CFR Part 21) issued

pursuant to said Act, including Appendix B, attached hereto and made a part hereof.

- c. The parties further agree that they accept the DEPARTMENT's Minority Business Enterprises/Women's Business Enterprises (MBE/WBE) Program with respect to the PROJECT and will abide by the provisions set forth in Appendix C attached hereto and made a part hereof, being an excerpt from Title 42 CFR Part 23, more specifically 23.43(a)(1) and (2) thereof.
19. The CONSULTANT warrants that it has not employed or retained any company or person other than bona fide employees working solely for the CONSULTANT, to solicit or secure this Contract, and that he has not paid or agreed to pay any company or person, other than bona fide employees working solely for the CONSULTANT, any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon, or resulting from the award, or making of this Contract. For breach or violation of this warranty, the LOCAL AGENCY shall have the right to annul this Contract without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gifts or contingent fee.
20. The CONSULTANT specifically agrees that in the performance of SERVICES herein enumerated by it, or by an approved subcontractor, or anyone acting in its behalf, they will, to the best of their professional knowledge and ability, comply with any and all applicable state, federal and local statutes, ordinances and regulations.
21. In case the CONSULTANT deems extra compensation will be due it for work or materials not clearly covered in this Contract, or not ordered by the LOCAL AGENCY as a change, or due to changed conditions, the CONSULTANT shall notify the LOCAL AGENCY in writing of its intention to make claim for such extra compensation before beginning such work. Failure on the part of the CONSULTANT to give such notification will constitute a waiver of the claim for such extra compensation. The filing of such notice by the CONSULTANT shall not in any way be construed to establish the validity of the claim. Such extra compensation shall be provided only amendment to this Contract with approval of the DEPARTMENT and the FHWA.
22. The CONSULTANT agrees to obtain the necessary liability insurance, acceptable to the LOCAL AGENCY and the DEPARTMENT, naming the Macomb County Department of Roads, the Michigan State Transportation Commission, and the DEPARTMENT as insured, and to provide the LOCAL AGENCY with evidence of said insurance, and to indemnify and save harmless the LOCAL AGENCY, the Michigan State Transportation Commission, and the DEPARTMENT, their officers, agents and employees from any claims and losses occurring or resulting to any person, firm or corporation furnishing or supplying work, services, materials or supplies to the extent caused by CONSULTANT's negligent performance of its professional services under this Contract, and from any claims occurring or resulting to any person, firm or corporation who may be injured or damaged by the negligence of the CONSULTANT under this Contract.
23. This Contract shall be terminated upon advisement to the CONSULTANT by the LOCAL AGENCY that its SERVICES are completed and accepted.
24. The CONSULTANT's signature on this Contract constitutes the CONSULTANT's certification of status under penalty of perjury under the laws of the United States in respect to 49 CFR Part 29 pursuant to Executive Order 12549.

The certification, which is included as a part of this Contract as Attachment A, is Appendix A of 49 CFR Part 29, and applies to the CONSULTANT (referred to in Appendix A of 49 CFR Part 29 as the “prospective primary participant”).

The CONSULTANT is responsible for obtaining the same certification from all subcontractors under this contract by inserting the following paragraph in all subcontracts:

The subcontractor’s signature on this Contract constitutes the subcontractor’s certification of status under penalty of perjury under the laws of the United States in respect to 49 CFR Part 29 pursuant to Executive Order 12549. The certification, which is included as a part of this Contract as Attachment B, is Appendix B of 49 CFR Part 29.

The certification is required of all subcontractors, testing laboratories, and other lower tier participants with which the CONSULTANT enters into a written arrangement for the procurement of goods or services provided for in this Contract.

25. The CONSULTANT hereby agrees that the costs reported to the LOCAL AGENCY for this Contract shall represent only those items which are properly chargeable in accordance with this Contract. The CONSULTANT also hereby certifies that it has read the Contract terms and has made itself aware of the applicable laws, regulations and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.
26. Upon execution of this Contract by the parties hereto, the same shall become binding on the parties and their successors and assigns, until such time as all work contemplated hereunder is complete, or until such time as this Contract is terminated by mutual consent of the parties hereto.

IN WITNESS WHEREOF, the parties have set their hands and seals by their duly authorized agents and representatives the day and year first above written.

MACOMB COUNTY DEPARTMENT OF ROADS

BY: _____
TITLE:

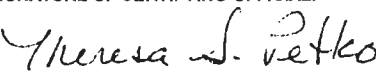
BY: _____
TITLE:

URS Corporation Great Lakes, Inc.

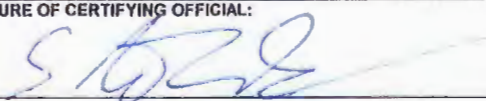
BY: K. Swanson
TITLE: Vice President

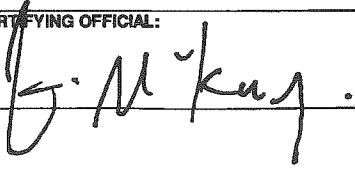
BY: _____
TITLE:

PROJECT TASKS BREAKDOWN BY STAFF TYPE AND PERCENTAGE OF OVERALL EFFORT	
JN ##### Macomb TOC	
Task 1 - Active Traffic Signal System Operations	
Traffic Operations Engineers (Full Time On-Site - Estimated 6 FTE)	
15%	Initiating system wide commands for active arterial operations
13%	Prepare signal timings
13%	Review motorist's concerns
20%	Diagnose signal timing problems in the field
15%	Adjust timing parameters as needed to solve traffic problems
15%	Traffic data analysis
8%	Coordinating traffic operations with stakeholders
100%	TOTAL Traffic Operations Engineers Effort
TOC Operations Experts (Part Time On-Site)	
22%	Deliver and operate performance monitoring systems
48%	Review traffic operations deliverables
19%	Create procedural enhancements to improve operational efficiency
11%	Create and support operations databases
100%	TOTAL TOC Operations Experts Effort
Operations Technician (Full Time On-Site - Estimated 3 FTE)	
44%	Provide TOC system operations
20%	System performance monitoring and reporting
13%	Compile and analyze traffic data
10%	Receive and process motorist's concerns
14%	Coordinate repairs and adjustments with ITS Technicians and Traffic Operations Engineers
100%	TOTAL Operations Technician Effort
Task 2 - Active IT/ITS Network System Operations	
IT/ITS Technicians (Full Time On-Site - Estimated 4 FTE)	
49%	Maintain, diagnose and troubleshoot communications network
24%	Support communication system deployments
4%	Configure network bridges between existing networks
10%	Maintain and troubleshoot software applications
13%	Configure and coordinate installation of network devices
100%	TOTAL IT/ITS Technicians Effort
IT/ITS Engineers (Part Time On-Site)	
29%	Evaluate and configure communication topology
43%	Evaluate and configure network security
29%	Support, diagnose and configure RF system
100%	TOTAL IT/ITS Engineers Effort

Michigan Department of Transportation 5108 (04/13)	CERTIFICATION OF OVERHEAD COST RATE		Page 1 of 1
<p>This Certification is required per U.S. Department of Transportation, Federal Highway Administration (FHWA) Order 4470.1A, and dated October 27, 2010. FHWA has issued this new policy to be effective January 1, 2011, requiring consultants provide certification that costs used to establish overhead cost rates for Federal-aid engineering and design related services contracts do not include any costs which are expressly unallowable; and that the overhead cost rate was established only with allowable costs.</p> <p>This certification is to provide assurance that the overhead costs rate was calculated in accordance with the applicable cost principles contained in the Federal Acquisition Regulations (FAR) of Title 48, Code of Federal Regulations (CFR) Part 31.</p>			
<p>This form shall be completed and submitted by the prime consultant and each subconsultant (first and second tier subconsultant(s)) that have a derivation of cost sheet as part of this priced proposal where an overhead rate was proposed. Please note that the Certifying Official is defined as the firm's Executive (President, Vice President or equivalent) of Chief Financial Officer.</p>			
PROJECT INFORMATION			
MDOT CONTROL SECTION(S) – JOB NUMBER(S):		CONTRACT / AUTHORIZATION NUMBER:	
CS - JN ###			
PROJECT DESCRIPTION:			
2014 to 2015 Macomb Traffic Operations Center			
DECLARATION OF CERTIFICATION			
OVERHEAD COST RATE:		118.314%	
DATE OF OVERHEAD COST RATE DETERMINATION (mm/dd/yyyy):		5/28/2014	
FISCAL PERIOD COVERED: (mm/dd/yyyy to mm/dd/yyyy)		1/1/2013	to 1/3/2014
<p><i>I, the undersigned, certify that I have reviewed the overhead rate calculation for the fiscal period as specified above and to the best of my knowledge and belief:</i></p> <p>1.) All costs included to establish the above overhead cost rate are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of title 48, Code of Federal Regulations (CFR), part 31.</p> <p>2.) This overhead cost rate does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.</p> <p>All known material transactions or events that have occurred affecting the firm's ownership, organization and overhead cost rates have been disclosed.</p>			
CONSULTANT INFORMATION			
LEGAL BUSINESS NAME:		FEDERAL ID NUMBER: (Must match prequalification file)	ROLE: (Prime, Tier 1, Tier 2)
URS Corporation Great Lakes - Office		38-1776252	Prime Firm
COMPANY ADDRESS:		CITY:	STATE:
3950 Sparks Dr SE		Grand Rapids	MI
EMAIL (AUTHORIZED CONTRACT SIGNER):		PHONE NO.:	EMAIL (FOR SIGNED CONTRACT DISTRIBUTION):
theresa.petko@urs.com		616-574-8356	matt.klawon@urs.com
<p>By signature on this form, the consultant agrees that information provided in the consultant priced proposal does not contradict the scope of services or violate the contract terms and conditions.</p>			
CERTIFYING OFFICIAL: (Printed Name - Title)		SIGNATURE OF CERTIFYING OFFICIAL:	DATE:
Theresa Petko Vice President			7/30/2014

Michigan Department of Transportation 5108 (04/13)	CERTIFICATION OF OVERHEAD COST RATE		Page 1 of 1
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<p>This form shall be completed and submitted by the prime consultant and each subconsultant (first and second tier subconsultant(s)) that have a derivation of cost sheet as part of this priced proposal where an overhead rate was proposed. Please note that the Certifying Official is defined as the firm's Executive (President, Vice President or equivalent) or Chief Financial Officer.</p>			
PROJECT INFORMATION			
MDOT CONTROL SECTION(S) – JOB NUMBER(S):		CONTRACT / AUTHORIZATION NUMBER:	
CS - JN ###			
PROJECT DESCRIPTION:			
2014 to 2015 Macomb Traffic Operations Center			
DECLARATION OF CERTIFICATION			
OVERHEAD COST RATE:		99.640%	
DATE OF OVERHEAD COST RATE DETERMINATION (mm/dd/yyyy):		5/28/2014	
FISCAL PERIOD COVERED: (mm/dd/yyyy to mm/dd/yyyy)		1/1/2013	to 1/3/2014
<p><i>I, the undersigned, certify that I have reviewed the overhead rate calculation for the fiscal period as specified above and to the best of my knowledge and belief:</i></p> <p>1.) All costs included to establish the above overhead cost rate are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of title 48, Code of Federal Regulations (CFR), part 31.</p> <p>2.) This overhead cost rate does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.</p> <p>All known material transactions or events that have occurred affecting the firm's ownership, organization and overhead cost rates have been disclosed.</p>			
CONSULTANT INFORMATION			
LEGAL BUSINESS NAME:		FEDERAL ID NUMBER: (Must match prequalification file)	ROLE: (Prime, Tier 1, Tier 2)
URS Corporation Great Lakes - Field		38-1776252	Prime Firm
COMPANY ADDRESS:		CITY:	STATE:
3950 Sparks Dr SE		Grand Rapids	MI
EMAIL (AUTHORIZED CONTRACT SIGNER):		PHONE NO.:	EMAIL (FOR SIGNED CONTRACT DISTRIBUTION):
theresa.petko@urs.com		616-574-8356	matt.klawon@urs.com
<p>By signature on this form, the consultant agrees that information provided in the consultant priced proposal does not contradict the scope of services or violate the contract terms and conditions.</p>			
CERTIFYING OFFICIAL: (Printed Name - Title)		SIGNATURE OF CERTIFYING OFFICIAL:	DATE:
Theresa Petko Vice President		<i>Theresa S. Petko</i>	7/30/2014

Michigan Department of Transportation 5108 (04/13)		CERTIFICATION OF OVERHEAD COST RATE		Page 1 of 1
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PROJECT INFORMATION				
MDOT CONTROL SECTION(S) – JOB NUMBER(S):		CONTRACT / AUTHORIZATION NUMBER:		
CS - JN ###				
PROJECT DESCRIPTION:				
2014 to 2015 Macomb Traffic Operations Center				
DECLARATION OF CERTIFICATION				
OVERHEAD COST RATE:		93.480%		
DATE OF OVERHEAD COST RATE DETERMINATION (mm/dd/yyyy):		5/24/2013		
FISCAL PERIOD COVERED: (mm/dd/yyyy to mm/dd/yyyy)		7/1/2011	to	6/30/2012
<p><i>I, the undersigned, certify that I have reviewed the overhead rate calculation for the fiscal period as specified above and to the best of my knowledge and belief:</i></p> <p>1.) All costs included to establish the above overhead cost rate are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of title 48, Code of Federal Regulations (CFR), part 31.</p> <p>2.) This overhead cost rate does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.</p> <p>All known material transactions or events that have occurred affecting the firm's ownership, organization and overhead cost rates have been disclosed.</p>				
CONSULTANT INFORMATION				
LEGAL BUSINESS NAME:		FEDERAL ID NUMBER: (Must match prequalification file)		ROLE: (Prime, Tier 1, Tier 2)
Integral Blue		27-2970115		Tier 1 SUB
COMPANY ADDRESS:		CITY:	STATE:	ZIP CODE:
25181 Dequindre Rd.		Madison Heights	MI	48071
EMAIL (AUTHORIZED CONTRACT SIGNER):		PHONE NO.:	EMAIL (FOR SIGNED CONTRACT DISTRIBUTION):	
steveverkest@integral-blue.com		248-918-4589	steveverkest@integral-blue.com	
By signature on this form, the consultant agrees that information provided in the consultant priced proposal does not contradict the scope of services or violate the contract terms and conditions.				
CERTIFYING OFFICIAL: (Printed Name - Title)		SIGNATURE OF CERTIFYING OFFICIAL:		DATE:
Steve Verkest Director of Operations				7/30/2014

Michigan Department of Transportation 5108 (04/13)		CERTIFICATION OF OVERHEAD COST RATE		Page 1 of 1
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PROJECT INFORMATION				
MDOT CONTROL SECTION(S) – JOB NUMBER(S):		CONTRACT / AUTHORIZATION NUMBER:		
CS - JN ###				
PROJECT DESCRIPTION:				
2014 to 2015 Macomb Traffic Operations Center				
DECLARATION OF CERTIFICATION				
OVERHEAD COST RATE:		156.210%		
DATE OF OVERHEAD COST RATE DETERMINATION (mm/dd/yyyy):		2/28/2013		
FISCAL PERIOD COVERED: (mm/dd/yyyy to mm/dd/yyyy)		1/1/2012	to	12/31/2012
<p><i>I, the undersigned, certify that I have reviewed the overhead rate calculation for the fiscal period as specified above and to the best of my knowledge and belief:</i></p> <p>1.) All costs included to establish the above overhead cost rate are allowable in accordance with the cost principles of the Federal Acquisition Regulation (FAR) of title 48, Code of Federal Regulations (CFR), part 31.</p> <p>2.) This overhead cost rate does not include any costs which are expressly unallowable under the cost principles of the FAR of 48 CFR 31.</p> <p><i>All known material transactions or events that have occurred affecting the firm's ownership, organization and overhead cost rates have been disclosed.</i></p>				
CONSULTANT INFORMATION				
LEGAL BUSINESS NAME:		FEDERAL ID NUMBER: (Must match prequalification file)		ROLE: (Prime, Tier 1, Tier 2)
Opus International Consultants Inc.		52-2210173		Tier 1 SUB
COMPANY ADDRESS:		CITY:	STATE:	ZIP CODE:
27333 Meadowbrook Road, Suite 210		Novi	MI	48377
EMAIL (AUTHORIZED CONTRACT SIGNER):	PHONE NO.:	EMAIL (FOR SIGNED CONTRACT DISTRIBUTION):		
Gareth.McKay@opusinternational.com	248-539-2222	Gareth.McKay@opusinternational.com		
By signature on this form, the consultant agrees that information provided in the consultant priced proposal does not contradict the scope of services or violate the contract terms and conditions.				
CERTIFYING OFFICIAL: (Printed Name - Title)		SIGNATURE OF CERTIFYING OFFICIAL:		DATE:
Gareth McKay Office Manager				7/30/2014

SUMMARY OF TOTAL PROJECT COSTS BY JOB NUMBER

All Prime and Subconsultant Costs for ALL JOB NUMBERS (including phases). For amendment or revision, complete this form showing all job numbers for all services provided. Report Tier 2 Subconsultant costs with Tier 1 Subconsultants. For use with all Priced Proposals. Use additional pages as necessary.

MDOT CONTROL SECTION(S) - JOB NUMBER(S): CS - JN ###				CONTRACT / AUTHORIZATION NUMBER:			
PRIME CONSULTANT NAME: URS Corporation Great Lakes - Office			DBE Goal:		PROJECT DESCRIPTION: 2014 to 2015 Macomb Traffic Operations Center		

Consultant	Job Number ###	Job Number	Job Number	Job Number	Job Number	Job Number	Job Number	Job Number	DBE (Y/N)	Total	% of Contract
HOURS	29,190	-	-	-	-	-	-	-		29,190	
URS Corporation Great Lakes - Office	1,130	-	-	-	-	-	-	-		1,130	
URS Corporation Great Lakes - Field	15,400	-	-	-	-	-	-	-		15,400	
Integral Blue - Office	220	-	-	-	-	-	-	-		220	
Integral Blue - Field	10,510	-	-	-	-	-	-	-		10,510	
Opus International Consultants Inc. - Office	30	-	-	-	-	-	-	-		30	
Opus International Consultants Inc. - Field	1,900	-	-	-	-	-	-	-		1,900	
DIRECT LABOR	\$ 844,041.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 844,041.80	
URS Corporation Great Lakes - Office	\$ 62,671.70	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 62,671.70	
URS Corporation Great Lakes - Field	\$ 397,510.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 397,510.00	
Integral Blue - Office	\$ 9,594.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 9,594.40	
Integral Blue - Field	\$ 306,752.30	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 306,752.30	
Opus International Consultants Inc. - Office	\$ 1,868.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 1,868.40	
Opus International Consultants Inc. - Field	\$ 65,645.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 65,645.00	
OVERHEAD	\$ 858,503.22	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 858,503.22	
URS Corporation Great Lakes - Office	\$ 74,149.40	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 74,149.40	
URS Corporation Great Lakes - Field	\$ 396,078.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 396,078.96	
Integral Blue - Office	\$ 8,968.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 8,968.85	
Integral Blue - Field	\$ 286,752.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 286,752.05	
Opus International Consultants Inc. - Office	\$ 3,138.91	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 3,138.91	
Opus International Consultants Inc. - Field	\$ 89,415.05	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 89,415.05	
F.C.C.M.	\$ 3,889.14	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 3,889.14	
URS Corporation Great Lakes - Office	\$ 141.64	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 141.64	
URS Corporation Great Lakes - Field	\$ 898.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 898.37	
Integral Blue - Office	\$ 77.81	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 77.81	
Integral Blue - Field	\$ 2,487.76	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 2,487.76	
Opus International Consultants Inc. - Office	\$ 7.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 7.85	
Opus International Consultants Inc. - Field	\$ 275.71	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 275.71	
DIRECT EXPENSES	\$ 4,518.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 4,518.00	
URS Corporation Great Lakes - Office	\$ 2,330.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 2,330.00	
URS Corporation Great Lakes - Field	\$ 900.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 900.00	
Integral Blue - Office	\$ 840.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 840.00	
Opus International Consultants Inc. - Office	\$ 448.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 448.00	
FIXED FEE	\$ 187,279.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 187,279.96	
URS Corporation Great Lakes - Office	\$ 15,050.32	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 15,050.32	
URS Corporation Great Lakes - Field	\$ 87,294.79	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 87,294.79	
Integral Blue - Office	\$ 2,041.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 2,041.96	
Integral Blue - Field	\$ 65,285.48	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 65,285.48	
Opus International Consultants Inc. - Office	\$ 550.80	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 550.80	
Opus International Consultants Inc. - Field	\$ 17,056.61	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 17,056.61	

TOTAL COSTS SUMMARY												
Consultant Totals	Payment Method:	Job Number ###	Job Number	Job Number	Job Number	Job Number	Job Number	Job Number	Job Number	DBE (Y/N)	Total	% of Contract
URS Corporation Great Lakes - Office	ACFF	\$ 154,343.06	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N	\$ 154,343.06	8.1%
URS Corporation Great Lakes - Field	ACFF	\$ 882,682.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N	\$ 882,682.12	46.5%
Integral Blue - Office	ACFF	\$ 21,523.02	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N	\$ 21,523.02	1.1%
Integral Blue - Field	ACFF	\$ 661,277.59	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N	\$ 661,277.59	34.8%
Opus International Consultants Inc. - Office	ACFF	\$ 6,013.96	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N	\$ 6,013.96	0.3%
Opus International Consultants Inc. - Field	ACFF	\$ 172,392.37	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	N	\$ 172,392.37	9.1%
<i>NOTE: Low Bid Sub costs are included in the total costs for Prime and Tier 1 Sub's</i>												
TOTAL COSTS		\$ 1,898,232.12	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -		\$ 1,898,232.12	100%

Michigan Department of Transportation 5101B (04/13)		DERIVATION OF PRIME CONSULTANT COSTS				EXHIBIT B	
Summary of all Prime Costs for ALL JOB NUMBERS (including phases) for all services provided. Use additional pages as necessary.							
MDOT CONTROL SECTION(S) - JOB NUMBER(S): CS - JN ###				CONTRACT / AUTHORIZATION #:		FIRM ROLE: Prime Firm	
PRIME CONSULTANT NAME: URS Corporation Great Lakes - Office				PROJECT DESCRIPTION: 2014 to 2015 Macomb Traffic Operations Center			
PRIME DIRECT LABOR:							
<i>CLASSIFICATION</i>	<i>CODE</i>	<i>HOURS</i>	<i>x</i>	<i>RATE/HR</i>	<i>=</i>	<i>LABOR COST</i>	
Principal Transportation Engineer (Contract Manager and On-site Expert Advisor)	EG-M3	230	x	\$ 65.74	=	\$	15,120.20
Principal Transportation Engineer (On- site Expert Advisors)	TC-M3	450	x	\$ 62.64	=	\$	28,188.00
Senior Transportation Engineer (As- needed Traffic Operations Engineers)	TR-P4	450	x	\$ 43.03	=	\$	19,363.50
Total Hours:		1130				Total Labor	\$ 62,671.70
PRIME OVERHEAD: (Total Labor x Overhead Rate)							
Overhead Rate:		118.314%				Total Overhead	\$ 74,149.40
PRIME FACILITIES CAPITAL COST OF MONEY (F.C.C.M.): (Total Labor x F.C.C.M. Rate)							
F.C.C.M. Rate:		0.226%				Total F.C.C.M.	\$ 141.64
PRIME OTHER DIRECT EXPENSES: (List each item once at Actual Cost - NO MARKUP.)							
<i>Items</i>	<i>Quantity</i>	<i>@</i>	<i>Unit Price</i>	<i>Unit</i>	<i>=</i>	<i>Item Price</i>	
Mileage	3,000.00	@	\$ 0.560	Mile	=	\$	1,680.00
Hotel	2.00	@	\$ 75.00	Night	=	\$	150.00
Airfare	1.00	@	\$ 500.00	Trip	=	\$	500.00
Total Other Direct Expenses						\$	2,330.00
PRIME FIXED FEE FOR PROFIT: ((Total Labor + Total Overhead) x 11%)							
Fixed Fee Rate:		11%				Total Fixed Fee	\$ 15,050.32
PRIME TOTAL COSTS SUMMARY						\$	154,343.06

Michigan Department
of Transportation
5101C (04/13)

DERIVATION OF SUBCONSULTANT COSTS

EXHIBIT C

Summary of all Sub Costs for ALL JOB NUMBERS (including phases) for all services provided. Use additional pages as necessary.

MDOT CONTROL SECTION(S) - JOB NUMBER(S): CS - JN ###		CONTRACT / AUTHORIZATION #:		FIRM ROLE: Sub Tier 1	
SUBCONSULTANT NAME: URS Corporation Great Lakes - Field		PROJECT DESCRIPTION: 2014 to 2015 Macomb Traffic Operations Center			
DIRECT LABOR:					
<i>CLASSIFICATION</i>	<i>CODE</i>	<i>HOURS</i>	<i>x</i>	<i>RATE/HR</i>	<i>= LABOR COST</i>
Project Transportation Engineer (Project	TR-P4	1960	x	\$ 43.03	= \$ 84,338.80
Graduate Traffic Engineer (Traffic Operat	TR-P1	5760	x	\$ 23.54	= \$ 135,590.40
Traffic Engineer (Traffic Operations Engineer 2)	TR-P2	1920	x	\$ 30.00	= \$ 57,600.00
Total Hours: <u>15400</u>		Total Labor \$ <u>397,510.00</u>			
SUB OVERHEAD: (Total Labor x Overhead Rate)					
Overhead Rate: <u>99.640%</u>		Total Overhead \$ <u>396,078.96</u>			
SUB FACILITIES CAPITAL COST OF MONEY (F.C.C.M.): (Total Labor x F.C.C.M. Rate)					
F.C.C.M. Rate: <u>0.226%</u>		Total F.C.C.M. \$ <u>898.37</u>			
SUB OTHER DIRECT EXPENSES: (List each item once at Actual Cost - NO MARKUP.)					
<i>Items</i>	<i>Quantity</i>	<i>@</i>	<i>Unit Price</i>	<i>Unit</i>	<i>Item Price</i>
Cell Phone	12.00	@	\$ 75.00	Month	= \$ 900.00
Total Other Direct Expenses					\$ <u>900.00</u>
SUB FIXED FEE FOR PROFIT: ((Total Labor + Total Overhead) x 11%)					
Fixed Fee Rate: <u>11%</u>		Total Fixed Fee \$ <u>87,294.79</u>			
SUB TOTAL COSTS SUMMARY					\$ <u>882,682.12</u>

Michigan Department of Transportation 5101C (04/13)	DERIVATION OF SUBCONSULTANT COSTS	EXHIBIT C				
Summary of all Sub Costs for <u>ALL JOB NUMBERS</u> (including phases) for <u>all</u> services provided. Use additional pages as necessary.						
MDOT CONTROL SECTION(S) - JOB NUMBER(S): CS - JN ###	CONTRACT / AUTHORIZATION #:	FIRM ROLE: Sub Tier 1				
SUBCONSULTANT NAME: Integral Blue - Office	PROJECT DESCRIPTION: 2014 to 2015 Macomb Traffic Operations Center					
DIRECT LABOR:						
CLASSIFICATION	CODE	HOURS	x	RATE/HR	=	LABOR COST
On-Site Expert Advisor ITS Engineer	S. Crain	40	x	\$ 84.14	=	\$ 3,365.60
IT/ITS Engineer	S. Richard	80	x	\$ 37.86	=	\$ 3,028.80
Senior ITS Technician	M. Richard	100	x	\$ 32.00	=	\$ 3,200.00
		Total Hours: <u>220</u>				Total Labor \$ <u>9,594.40</u>
SUB OVERHEAD: (Total Labor x Overhead Rate)						
		Overhead Rate: <u>93.480%</u>				Total Overhead \$ <u>8,968.85</u>
SUB FACILITIES CAPITAL COST OF MONEY (F.C.C.M.): (Total Labor x F.C.C.M. Rate)						
		F.C.C.M. Rate: <u>0.811%</u>				Total F.C.C.M. \$ <u>77.81</u>
SUB OTHER DIRECT EXPENSES: (List each item once at Actual Cost - NO MARKUP.)						
Items	Quantity	@	Unit Price	Unit	=	Item Price
Mileage	1,500.00	@	\$ 0.560	Mile	=	\$ 840.00
						Total Other Direct Expenses \$ <u>840.00</u>
SUB FIXED FEE FOR PROFIT: ((Total Labor + Total Overhead) x 11%)						
		Fixed Fee Rate: <u>11%</u>				Total Fixed Fee \$ <u>2,041.96</u>
SUB TOTAL COSTS SUMMARY						\$ <u>21,523.02</u>

Michigan Department
of Transportation
5101C (04/13)

DERIVATION OF SUBCONSULTANT COSTS

EXHIBIT C

Summary of all Sub Costs for ALL JOB NUMBERS (including phases) for all services provided. Use additional pages as necessary.

MDOT CONTROL SECTION(S) - JOB NUMBER(S): CS - JN ###		CONTRACT / AUTHORIZATION #:	FIRM ROLE: Sub Tier 1
SUBCONSULTANT NAME: Integral Blue - Field		PROJECT DESCRIPTION: 2014 to 2015 Macomb Traffic Operations Center	
DIRECT LABOR:			
CLASSIFICATION	NAME	HOURS	LABOR COST
Traffic Operations Engineer	M. Ceifetz	1950	\$ 53,761.50
IT/ITS Technician 4	R. Shebestak	2140	\$ 79,779.20
IT/ITS Technician 3	R. Kindlinger	2140	\$ 61,332.40
IT/ITS Technician 2	S. Ditomaso	2140	\$ 58,422.00
IT/ITS Technician 1	M. Neumeyer	2140	\$ 53,457.20
Total Hours: 10510		Total Labor	\$ 306,752.30
SUB OVERHEAD: (Total Labor x Overhead Rate)			
Overhead Rate: 93.480%		Total Overhead	\$ 286,752.05
SUB FACILITIES CAPITAL COST OF MONEY (F.C.C.M.): (Total Labor x F.C.C.M. Rate)			
F.C.C.M. Rate: 0.811%		Total F.C.C.M.	\$ 2,487.76
SUB FIXED FEE FOR PROFIT: ((Total Labor + Total Overhead) x 11%)			
Fixed Fee Rate: 11%		Total Fixed Fee	\$ 65,285.48
SUB TOTAL COSTS SUMMARY			\$ 661,277.59

Michigan Department of Transportation 5101C (04/13)		DERIVATION OF SUBCONSULTANT COSTS				EXHIBIT C	
Summary of all Sub Costs for <u>ALL JOB NUMBERS</u> (including phases) for <u>all</u> services provided. Use additional pages as necessary.							
MDOT CONTROL SECTION(S) - JOB NUMBER(S): CS - JN ###				CONTRACT / AUTHORIZATION #:		FIRM ROLE: Sub Tier 1	
SUBCONSULTANT NAME: Opus International Consultants Inc. - Office				PROJECT DESCRIPTION: 2014 to 2015 Macomb Traffic Operations Center			
DIRECT LABOR:							
<u>CLASSIFICATION</u>	<u>CODE</u>	<u>HOURS</u>	x	<u>RATE/HR</u>	=	<u>LABOR COST</u>	
Senior Transportation Engineer 3 (On-site Expert Advisor)	TE3	30	x	\$ 62.28	=	\$	1,868.40
Total Hours:		30				Total Labor	\$ 1,868.40
SUB OVERHEAD: (Total Labor x Overhead Rate)							
Overhead Rate:		168.000%				Total Overhead	\$ 3,138.91
SUB FACILITIES CAPITAL COST OF MONEY (F.C.C.M.): (Total Labor x F.C.C.M. Rate)							
F.C.C.M. Rate:		0.420%				Total F.C.C.M.	\$ 7.85
SUB OTHER DIRECT EXPENSES: (List each item once at Actual Cost - NO MARKUP.)							
<u>Items</u>	<u>Quantity</u>	<u>@</u>	<u>Unit Price</u>	<u>Unit</u>	=	<u>Item Price</u>	
Mileage	800.00	@	\$ 0.560	Mile	=	\$	448.00
Total Other Direct Expenses						\$	448.00
SUB FIXED FEE FOR PROFIT: ((Total Labor + Total Overhead) x 11%)							
Fixed Fee Rate:		11%				Total Fixed Fee	\$ 550.80
SUB TOTAL COSTS SUMMARY						\$	6,013.96

Michigan Department of Transportation 5101C (04/13)		DERIVATION OF SUBCONSULTANT COSTS				EXHIBIT C	
Summary of all Sub Costs for <u>ALL JOB NUMBERS</u> (including phases) for all services provided. Use additional pages as necessary.							
MDOT CONTROL SECTION(S) - JOB NUMBER(S): CS - JN ###			CONTRACT / AUTHORIZATION #:		FIRM ROLE: Sub Tier 1		
SUBCONSULTANT NAME: Opus International Consultants Inc. - Field			PROJECT DESCRIPTION: 2014 to 2015 Macomb Traffic Operations Center				
DIRECT LABOR:							
<i>CLASSIFICATION</i>	<i>CODE</i>	<i>HOURS</i>	<i>x</i>	<i>RATE/HR</i>	<i>=</i>	<i>LABOR COST</i>	
Transportation Engineer 1 (Traffic Operations Engineer)	TE1	1900	x	\$ 34.55	=	\$	65,645.00
Total Hours: <u>1900</u>				Total Labor	\$	<u>65,645.00</u>	
SUB OVERHEAD: (Total Labor x Overhead Rate)							
Overhead Rate: <u>136.2100%</u>				Total Overhead	\$	<u>89,415.05</u>	
SUB FACILITIES CAPITAL COST OF MONEY (F.C.C.M.): (Total Labor x F.C.C.M. Rate)							
F.C.C.M. Rate: <u>0.420%</u>				Total F.C.C.M.	\$	<u>275.71</u>	
SUB FIXED FEE FOR PROFIT: ((Total Labor + Total Overhead) x 11%)							
Fixed Fee Rate: <u>11%</u>				Total Fixed Fee	\$	<u>17,056.61</u>	
SUB TOTAL COSTS SUMMARY						\$	<u>172,392.37</u>

Michigan Department
of Transportation
5101D (04/13)

SUMMARY OF PERSON HOURS BY PPMS TASK

EXHIBIT D

All Prime and Subconsultant Hours for EACH JOB NUMBER (including phases). For amendment/revision, complete this form showing all job numbers for all services provided. Use additional pages as necessary.

MDOT CONTROL SECTION(S) - JOB NUMBER(S): CS - JN ###	CONTRACT / AUTHORIZATION NUMBER:
PRIME CONSULTANT NAME: URS Corporation Great Lakes - Office	PROJECT DESCRIPTION: 2014 to 2015 Macomb Traffic Operations Center

SUMMARY OF HOURS BY PPMS TASK

PPMS Task Code	Task Description	Firm Init.	MDOT JN ###	MDOT JN	MDOT JN	MDOT JN	Total
1	Active Traffic Signal System Operations	Total	20,410	-	-	-	20,410
		URS - O	1,130	-	-	-	1,130
		URS - F	15,400	-	-	-	15,400
		IB - F	1,950	-	-	-	1,950
		Opus - O	30	-	-	-	30
		Opus - F	1,900	-	-	-	1,900
2	Active IT/ITS Network System Operations	Total	8,780	-	-	-	8,780
		IB - O	220	-	-	-	220
		IB - F	8,560	-	-	-	8,560

SUMMARY OF HOURS BY FIRM

Role	Firm Name	Firm Init.	MDOT JN ###	MDOT JN	MDOT JN	MDOT JN	Total
Prime Firm	URS Corporation Great Lakes - Office	URS - O	1,130	-	-	-	1,130
Prime Firm	URS Corporation Great Lakes - Field	URS - F	15,400	-	-	-	15,400
Tier 1 SUB	Integral Blue - Office	IB - O	220	-	-	-	220
Tier 1 SUB	Integral Blue - Field	IB - F	10,510	-	-	-	10,510
Tier 1 SUB	Opus International Consultants Inc. - Office	Opus - O	30	-	-	-	30
Tier 1 SUB	Opus International Consultants Inc. - Field	Opus - F	1,900	-	-	-	1,900
		Totals	29,190	-	-	-	29,190

Michigan Department of Transportation 5101E (04/13)	PROPOSED PERSON HOURS BY PPMS TASK												EXHIBIT E				
Summary of all Prime or Subconsultant Hours for ALL JOB NUMBERS (including phases). For amendment/revision, complete this form showing all job numbers for all services provided. Submit only one form per consultant. Use additional pages as necessary.																	
MDOT CONTROL SECTION(S) - JOB NUMBER(S): <p style="text-align: center;">CS - JN ###</p>						CONTRACT / AUTHORIZATION #:						FIRM ROLE: <p style="text-align: center;">Prime Firm</p>					
CONSULTANT NAME: <p style="text-align: center;">URS Corporation Great Lakes - Office</p>						PROJECT DESCRIPTION: <p style="text-align: center;">2014 to 2015 Macomb Traffic Operations Center</p>											
SUMMARY OF PERSON HOURS FOR ALL MDOT JN'S PER PPMS TASK AND CLASSIFICATION																	
PPMS Task Code	Task Description	Principal Transportation Engineer (Contract Manager and On-site Expert Advisor)	Principal Transportation Engineer (On-site Expert Advisors)	Senior Transportation Engineer (As needed Traffic Operations Engineers)										HOURS FOR TASK			
1	Active Traffic Signal System Operations	230	450	450										1130			
SUMMARY OF PERSON HOURS FOR ALL MDOT JN'S																	
Classification:		Principal Transportation Engineer (Contract Manager and On-site Expert Advisor)	Principal Transportation Engineer (On-site Expert Advisors)	Senior Transportation Engineer (As needed Traffic Operations Engineers)										HOURS FOR TASK			
Total Hours:		230	450	450										1130			

Michigan Department of Transportation 5101E (04/13)		PROPOSED PERSON HOURS BY PPMS TASK										EXHIBIT E
Summary of all Prime or Subconsultant Hours for <u>ALL JOB NUMBERS</u> (including phases). For amendment/revision, complete this form showing all job numbers for all services provided. Submit only one form per consultant. Use additional pages as necessary.												
MDOT CONTROL SECTION(S) - JOB NUMBER(S): CS - JN ###						CONTRACT / AUTHORIZATION #:				FIRM ROLE: Sub Tier 1		
CONSULTANT NAME: URS Corporation Great Lakes - Field						PROJECT DESCRIPTION: 2014 to 2015 Macomb Traffic Operations Center						
SUMMARY OF PERSON HOURS FOR ALL MDOT JN'S PER PPMS TASK AND CLASSIFICATION												
PPMS Task Code	Task Description	Project Transportation Engineer (Project Manager - Traffic Operations Engineer)	Graduate Traffic Engineer (Traffic Operations Engineer 1)	Traffic Engineer (Traffic Operations Engineer 2)	Senior TOC Operator							HOURS FOR TASK
1	Active Traffic Signal System Operations	1960	5760	1920	5760							15400
SUMMARY OF PERSON HOURS FOR ALL MDOT JN'S												
	Classification:	Project Transportation Engineer (Project Manager - Traffic Operations Engineer)	Graduate Traffic Engineer (Traffic Operations Engineer 1)	Traffic Engineer (Traffic Operations Engineer 2)	Senior TOC Operator							HOURS FOR TASK
	Total Hours:	1960	5760	1920	5760							15400

PROPOSED PERSON HOURS BY PPMS TASK

EXHIBIT E

Michigan Department of Transportation
5101E (04/13)

Summary of all Prime or Subconsultant Hours for ALL JOB NUMBERS (including phases). For amendment/revision, complete this form showing all job numbers for all services provided. Submit only one form per consultant. Use additional pages as necessary.

MDOT CONTROL SECTION(S) - JOB NUMBER(S): CS - JN ###	CONTRACT / AUTHORIZATION #:	FIRM ROLE: Sub Tier 1
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CONSULTANT NAME: Integral Blue - Field	PROJECT DESCRIPTION: 2014 to 2015 Macomb Traffic Operations Center
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SUMMARY OF PERSON HOURS FOR ALL MDOT JN'S PER PPMS TASK AND CLASSIFICATION														
PPMS Task Code	Task Description				Traffic Operations Engineer	IT/ITS Technician 4	IT/ITS Technician 3	IT/ITS Technician 2	IT/ITS Technician 1					HOURS FOR TASK
1	Active Traffic Signal System Operations				1950									1950
2	Active IT/ITS Network System Operations					2140	2140	2140	2140					8560

SUMMARY OF PERSON HOURS FOR ALL MDOT JN'S														
Classification:					Traffic Operations Engineer	IT/ITS Technician 4	IT/ITS Technician 3	IT/ITS Technician 2	IT/ITS Technician 1					HOURS FOR TASK
Total Hours:					1950	2140	2140	2140	2140					10510

Michigan Department of Transportation 5101E (04/13)		PROPOSED PERSON HOURS BY PPMS TASK												EXHIBIT E
Summary of all Prime or Subconsultant Hours for <u>ALL JOB NUMBERS</u> (including phases). For amendment/revision, complete this form showing all job numbers for all services provided. Submit only one form per consultant. Use additional pages as necessary.														
MDOT CONTROL SECTION(S) - JOB NUMBER(S): CS - JN ###						CONTRACT / AUTHORIZATION #:						FIRM ROLE: Sub Tier 1		
CONSULTANT NAME: Opus International Consultants Inc. - Office						PROJECT DESCRIPTION: 2014 to 2015 Macomb Traffic Operations Center								
SUMMARY OF PERSON HOURS FOR ALL MDOT JN'S PER PPMS TASK AND CLASSIFICATION														
PPMS Task Code	Task Description	Senior Transportation Engineer 3 (On-site Expert Advisor)												HOURS FOR TASK
1	Active Traffic Signal System Operations	30												30
SUMMARY OF PERSON HOURS FOR ALL MDOT JN'S														
Classification:		Senior Transportation Engineer 3 (On-site Expert Advisor)												HOURS FOR TASK
Total Hours:		30												30

Michigan Department of Transportation 5101E (04/13)	PROPOSED PERSON HOURS BY PPMS TASK										EXHIBIT E
Summary of all Prime or Subconsultant Hours for <u>ALL JOB NUMBERS</u> (including phases). For amendment/revision, complete this form showing all job numbers for all services provided. Submit only one form per consultant. Use additional pages as necessary.											
MDT CONTROL SECTION(S) - JOB NUMBER(S): CS - JN ###					CONTRACT / AUTHORIZATION #:					FIRM ROLE: Sub Tier 1	
CONSULTANT NAME: Opus International Consultants Inc. - Field					PROJECT DESCRIPTION: 2014 to 2015 Macomb Traffic Operations Center						
SUMMARY OF PERSON HOURS FOR ALL MDT JN'S PER PPMS TASK AND CLASSIFICATION											
PPMS Task Code	Task Description	Transportation Engineer 1 (Traffic Operations Engineer)									HOURS FOR TASK
1	Active Traffic Signal System Operations	1900									1900
SUMMARY OF PERSON HOURS FOR ALL MDT JN'S											
Classification:		Transportation Engineer 1 (Traffic Operations Engineer)									HOURS FOR TASK
Total Hours:		1900									1900

APPENDIX A
PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS

In connection with the performance of work under this contract, the contractor agrees as follows:

1. In accordance with Act No. 453, Public Acts of 1976, the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or as a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Further, in accordance with Act No. 220, Public Acts of 1976 as amended by Act No. 478, Public Acts of 1980 the contractor hereby agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of a disability that is unrelated to the individual=s ability to perform the duties of a particular job or position. A breach of the above covenants shall be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to insure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual=s ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status or disability that is unrelated to the individual=s ability to perform the duties of a particular job or position.
5. The contractor or his collective bargaining representative will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the said labor union or workers= representative of the contractor=s commitments under this appendix.
6. The contractor will comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission which may be in effect prior to the taking of bids for any individual state project.
7. The contractor will furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission, said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor as well as the contractor himself, and said contractor will permit access to his books, records, and accounts by the Michigan Civil Rights Commission and/or its agent, for purposes of investigation to ascertain compliance with this contract and relevant with rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this agreement, the Civil Rights Commission may, as part of its order based upon such findings, certify said findings to the Administrative Board of the State of Michigan, which Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, and including the governing boards of institutions of higher education, until the contractor complies with said order of the Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Civil Rights Commission to participate in such proceedings.
9. The contractor will include, or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission, and will provide in every subcontract or purchase order that said provisions will be binding upon each subcontractor or seller.

March, 1998

(Rev. 03/92)

APPENDIX B

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the Contractor) agrees as following:

1. **Compliance with Regulations:** The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 27, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or natural origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities, as may be determined by the Michigan Department of Transportation or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Michigan Department of Transportation shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - (a) Withholding of payments to the contractor under the contract until the contractor complies, and/or
 - (b) Cancellation, termination, or suspension of the contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs 1 through 6 of every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Michigan Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance; provided, however that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the state, and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

APPENDIX C

TO BE INCLUDED IN ALL FINANCIAL ASSISTANCE
AGREEMENTS WITH LOCAL AGENCIES

General Requirements for Recipients

Excerpts from USDOT Regulation
49 CFR, Part 23, Section 23.43

- A. **Policy:** It is the policy of the Department that MBE as defined in 49 CFR, Part 23, shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the MBE requirements of 49 CFR, Part 23, apply to this contract.
- B. **MBE Obligation:** The recipient or its contractor agrees to ensure that MBE as defined in 49 CFR, Part 23, has the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this agreement. In this regard, all recipients or contractors shall take all necessary and reasonable steps in accordance with 49 CFR, Part 23, to ensure that MBE has the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of departmentally-assisted contracts.
- C. If, as a condition of assistance, the recipient has submitted and the department has approved a minority business enterprise affirmative action program which the recipient agrees to carry out, this program is incorporated into this financial assistance agreement by reference. This program shall be treated as a legal obligation and failure to carry out its terms shall be treated as a violation of this financial assistance agreement. Upon notification to this recipient of its failure to carry out the approved program, the Department shall impose such sanctions as noted in 49 CFR, Part 23, Subpart E, which sanctions may include termination of the agreement or other measures that may affect the ability of the recipient to obtain future departmental, financial assistance.
- D. The Department hereby advises each recipient, contractor, or subcontractor that failure to carry out the requirements set forth in Section 23.43(a) 49 CFR, Part 23, shall constitute a breach of contract, and after the notification of the USDOT, may result in termination of the agreement or contract by the Department or such remedy as the Department deems appropriate.

ATTACHMENT A
 (This is a reproduction of Appendix A of 49 CFR Part 29)
 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS -
 PRIMARY COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause of default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms Acovered transaction,@ Adebarred,@ Asuspended,@ Aineligible,@ Alower tier covered transaction,@ Aparticipant,@ Apcrson,@ Aprimary covered transaction,@ Aprincipal,@ Aproposed,@ and Avoluntarily excluded@ as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules impending Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled ACertification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction,@ provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals.
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally processed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency may terminate this transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief, that it and its principals:
 - A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - B. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
 - C. Are not presently indicated for or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 - D. Have not within a three-year period preceding this application/proposal had one or more public transactions (federal, state, or local) terminated for cause or default.
2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

March 9, 1989

ATTACHMENT B
 (This is a reproduction of Appendix B of 49 C.F.R. Part 29)
 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY
 AND VOLUNTARY EXCLUSION-LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms Acovered transaction,@ Adebarred,@ Asuspended,@ Aineligible,@ Alower tier covered transaction,@ Aparticipant,@ Aperson,@ Aprimary covered transaction,@ Aprincipal,@ Aproposal,@ and Avoluntarily excluded,@ as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled ACertification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transaction,@ without notification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List (Telephone No. (517) 335-2513 or (517) 335-2514).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Project Budget - Traffic 2014 / 2015

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2013/2014 Projects	Design	R.O.W.	Construction Engineering	Contract	Sign & Signal	Totals & Financing	
Soil Borings (Locations To Be Determined) (Annual)	2,000		3,000	21,000		Total	26,000
						MCDR	26,000
Guardrail Installation (Locations To Be Determined) (Annual)	11,000		18,000	225,000		Total	254,000
						MCDR	254,000
LED Retrofit (Locations To Be Determined) (Annual)	11,000		36,000	225,000		Total	272,000
						MCDR	272,000
Signal Modernizations (Locations To Be Determined) (Annual)	13,000				260,000	Total	273,000
						MCDR	273,000
New Signals (Locations To Be Determined) (Annual)	7,000				130,000	Total	137,000
						MCDR	137,000
Hoover, Hayes, Harper, Garfield, 12 Mile, Schoenherr (47 Locations) Signal Upgrades (13-14 Budget)			1,000	1,000		Total	2,000
						CMAQ	1,000
						MCDR	1,000
Metropolitan Parkway (x-over west of Ryan to x-over east of Harper, 23 Locations) Signal Upgrades (13-14 Budget)			1,000	1,000		Total	2,000
						CMAQ	1,000
						MCDR	1,000
Wireless Backhaul (Countywide, 23 Locations) Communications Upgrade (13-14 Budget)			88,400	650,000		Total	738,400
						CMAQ	680,000
						MCDR	88,400
Traffic Operations Center Operations and Maintenance (Annual)			425,000	1,700,000		Total	2,125,000
						CMAQ	1,700,000
						MCDR	425,000
Mound Road (9 Mile to 18 Mile, 9 Locations) Signal Upgrades (13-14 Budget)			19,250	120,000		Total	139,250
						HSIP	95,000
						St Hts	3,000
						Warren	4,000
						MCDR	37,250
21 Mile Rd (Van Dyke to Jefferson, 10 Locations) Signal Upgrade (13-14 Budget)			19,250	120,000		Total	139,250
						HSIP	95,000
						MCDR	44,250
9 Mile at Marmon/Marion, 21 Mile at Tilch, 22 Mile at Shelby, Hayes at Clinton River Signal Upgrades (13-14 Budget)			19,250	120,000		Total	139,250
						HSIP	95,000
						St Hts	1,500
						Warren	6,250
						MCDR	36,500

SCORE SHEET

The selection team will complete one consensus score sheet.
This score sheet will be used to score proposals.

PROJECT MANAGER John Abraham	JOB NUMBER		
---------------------------------	------------	--	--

Selection Criteria	VENDOR NAME: URS Corporation		Total Possible	Score
Understanding of Service. Describe understanding of the service, innovations, and/or safety program intended to be proposed. This information is to be based on the scope of services.	Comments: Demonstrated a proven and detailed knowledge of Traffic Operations Objectives specific to this contract would be beneficial		35	33
Qualifications of Team. Provide organization chart, . Describe the structure of the project team including the roles of all key personnel and sub vendors. For each sub vendor, describe role in service and include what percent of the named role that the sub vendor is expected to provide. Provide resumes for each of the key staff of the prime and sub vendors stated above.	Comments: Experienced in Traffic Signal Operations. Strong support in sub contractors. Good depth of team.		50	48
Past Performance. Take into consideration performance evaluations and any references offered by vendor.	Comments: Displayed a number of significant accomplishments in Macomb County		20	18
Quality Assurance/Quality Control Process. Outline plan for this service including background information of selected manager for this service. Person performing the quality control review must have extensive experience with MDOT standards and practices.	Comments: Adequate QA/QC plan presented		10	9
Location. location should be scored using the distance from the consultant office to the on-site activity.	Comments: Located in Southfield, MI		5	4
Grand Total			120	112

SELECTION TEAM NAME Adam Merchant	SELECTION TEAM MEMBER SIGNATURE	DATE
SELECTION TEAM NAME Russel Kudella	SELECTION TEAM MEMBER SIGNATURE	DATE
SELECTION TEAM NAME Ken Webb	SELECTION TEAM MEMBER SIGNATURE	DATE
SELECTION TEAM NAME Chris Florka	SELECTION TEAM MEMBER SIGNATURE	DATE



Mark A. Hackel
County Executive

Martha T. Berry
Medical Care Facility
43533 Elizabeth Road ♦ Mount Clemens, Michigan 48043
Phone: 586-469-5265 Fax: 586-466-7418
www.macombcountymi.gov/marthatberry

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Governing Board
Roger Facione
Penny Hader
Janice Nearon

Director/Administrator
Jennifer Morgan

September 29, 2014

Mark Hackel, County Executive
1 South Main Street, 8th Floor
Mount Clemens, MI 48043

RE: Transition Agreement

Dear Mr. Hackel,

In response to your September 2, 2014 memorandum to the County Board of Commissioners, I met with you and your assistant Al Lorenzo on September 11 to discuss the time frame you had directed for various transition items. In that meeting, you graciously allowed the HSB an extension until January 1, 2015 on transition items that cannot be completed prior to that time. I also proposed that we enter into a new and/or revised Joint Operating Agreement among your office, the Human Services Board, and the Board of Commissioners, defining common understandings for the future operation of Martha T. Berry (MTB). You and Mr. Lorenzo indicated that your office was not interested in doing so.

During the meeting, Mr. Lorenzo indicated that he was preparing some items for a Transition Agreement he thought would be needed. Time did not allow for us to discuss those items. I expressed that we too had items that would be needed in such a Transition Agreement, especially if there was no interest in a new and/or revised JOA.

In the HSB's view, it would be critical that the parties address several issues that significantly impact the residents, employees and future operations of Martha T. Berry. We would view the BOC as a necessary party to that Agreement in as much as the Judge's ruling made clear that our Board's authority over Martha T. Berry derives from a delegation of authority by the BOC. The three parties may want to consider whether the Macomb County Treasurer should also be a party to the Agreement.

We would include in that Agreement, the following possible items:

1. Legacy Costs. Under the JOA, MTB was provided a subsidy not to exceed \$4 million in 2009 and not to exceed \$3 million in 2010. Because of the cost savings incurred by MTB, the HSB did not need to utilize the full amount of the subsidies in either year (perhaps this is the source of the mischaracterized "working capital" recently brought up by the County Finance Department). The amounts utilized were

not loans to be paid back by the HSB. We are not aware of any other legacy costs, but if any are identified, the parties need to discuss and reach agreement on the nature and extent of the costs.

2. Retiree Health Care Liability. Prior to the HSB assuming operational authority from the BOC, the County incurred a liability of over \$30 million for retiree health care for employees of MTB which all parties agree the County did not fund. It appears from our discussion and your memorandum to the BOC that you believe the BOC transferred that responsibility to the HSB in the JOA. Suffice to say the HSB does not agree with this position. With all due respect, rather than engage in another unnecessary legal entanglement, the parties' efforts would be better spent on working on a solution that could include leveraging MTB's reimbursement mechanisms to assist with funding this clear County liability.

3. Retirement System. In your memorandum to the BOC, you state that it is your opinion that MTB's employees will no longer be eligible for participation in the County Retirement System. Again, we respectfully disagree with that legal conclusion. However, that is an issue for the Retirement Commission to determine.

4. FEIN Implementation. If the HSB is to adopt your direction to secure and utilize a new FEIN, it will cause a delay in Medicaid and Medicare funding while the Department of Health and Human Services processes the new FEIN. The delay may be as short as 60 days or as long as 120 days—but during that time, MTB will receive no payments from DHHS. As MTB's operational needs are approximately \$2 million per month, you can see this will cause a short term funding problem. As it is in all parties' interests that MTB secure a new FEIN, we would hope you would partner with us and the BOC to find a solution for this short term (but obviously very crucial) funding issue.

5. Lease/Rent. In your memorandum to the BOC, you indicated you would want to enter into a lease for the use of the MTB facilities. You indicated that until that lease was signed, you would be increasing MTB's allocation to 110% of the current cost of the bonds (principle and interest) for the improvement project the County made to the building commencing in 2005. As we discussed in our meeting, the County needs to be sensitive to the rates charged for facility use as Medicaid and the Department of Human Services has certain limits and requirements for such charges. It would be important for the parties to ensure that no unfunded liabilities are created for the County in this area.

6. Corporation Counsel Services. In your memorandum to the BOC, you stated that the Corporation Counsel's office would not be able to assist MTB with any matters, because a potential conflict could occur in certain litigation matters. This seems unwise to us as the OCC could be very valuable in various contract matters which could protect the County from liability and other ongoing litigation matters which could bring significant additional funds into the County. As an agency of the County, we would ask that the parties work together to explore where the OCC's office could be utilized where appropriate to all parties' advantage.

7. Access to Funds. Existing MTB funds will need to be accounted for and transferred to the supervision of the Treasurer's Office. The parties will need to identify the mechanism for MTB to access its funds. As you note in your memorandum, since MTB is a *county* medical care facility, MTB will continue (as it has since 2009) maintaining its books and records in accordance with County requirements and will be subject to County audits and the County budgeting process. There may be other critical issues relating to finances that need to be incorporated into an Agreement and we would like to work with you to identify and incorporate those issues in the Agreement.

8. Service and Funding with other County agencies. It must also be noted that Martha T. Berry has relationships with the Macomb County Sheriff's Department, the Juvenile Justice Center, the Health Department and the Macomb County Community Services Agency. Those County agencies purchase services from Martha T. Berry and/or receive services/funding from Martha T. Berry. Through those partnerships, the County has been able to consolidate some services thereby saving money.

These are the issues that we would propose would be appropriate for a Transition Agreement, in addition to work on the timeline issues we previously provided to you. You, the BOC, or even ourselves may well have other items that will be identified to incorporate into such a Transition Agreement.

Out of respect for you and your office, I think it is incumbent upon me as Chairman of the Macomb County Human Services Board to advise you that I do not believe we currently have a shared vision for the future of Martha T. Berry or the role you envision for Martha T. Berry as part of Macomb County Government. In 2009 the BOC authorized our Board to operate Martha T. Berry on its behalf. The Judge's ruling simply upheld that grant of authority as proper under State law. Martha T. Berry continues to operate, as it always has, as a county medical care facility. It is as much a part of Macomb County government as the Sheriff's Department, Community Mental Health, or the County Clerk's office. The judge's ruling did not change the nature of MTB as a county agency nor the status of MTB's employees or their eligibility to participate in the County retirement plan. The judge's ruling did not require that MTB secure a new FEIN or that the County discontinue any administrative support currently provided by the County (and duly paid by MTB). These items were not required or even mentioned in the judge's ruling.

The employees of Martha T. Berry have been providing compassionate care to the residents of MTB for decades as part of Macomb County government. Under the judge's ruling, they will continue to do so in the future. We hope you will work with our Board and the BOC on the transition you have requested to ensure that MTB continues to have the resources necessary to carry out its mission.

The Human Services Board stands ready to sit down with you and your representative(s) and the BOC and its representative(s) to finalize a Transition Agreement that will best serve the residents, families and staff of MTB. As such, our Board will await word from you on how you may wish to next proceed to work out such an agreement.

Thank you for your attention to this matter.

Respectfully,



Roger Facione, Chairman
Macomb County Human Services Board

CC: David Flynn, Board of Commissioners Chairman
Penny Hader, Vice-Chair Human Services Board
Janice Nearon, Member Human Services Board
Jennifer Morgan, Director/Administrator of Martha T. Berry



Mark A. Hackel
County Executive

FINANCE DEPARTMENT
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Peter M. Provenzano, CPA CGMA
Finance Director

Michelle M. Mykytiak
Assistant Finance Director
Fiscal Services

Stephen L. Smigiel, CPA
Assistant Finance Director
Management & Budget

TO: Al Lorenzo
Assistant County Executive

FROM: Stephen L. Smigiel
Interim Finance Director

DATE: September 22, 2014

SUBJECT: Martha T Berry Transition

Pursuant to your recent request, I have compiled the following list of item for which the Finance Department provides support for the Martha T. Berry Medical Care Facility.

1. Payroll

- a. Processing payroll, including printing of checks and transmitting bank file for direct deposits. Fairly easy to transition. MTB must obtain employee demographic data such as name, address, CSZ, position title, pay rate, hire date, dependent information, all of which is readily available in the payroll system. Target transition date = 12/31/2014.
- b. Producing W-2s. Very easy to transition. Target transition date = 12/31/2014. The County payroll system should have no payments made to MTB employees in 2015, which means that 2014 will be the last year W-2s are produced for MTB employees.
- c. Garnishments, Child Support and related wage withholdings. Easy to transition. Target transition date = 12/31/2014. Processing by the County will cease with the last full pay in December 2014. County will need to provide copies of withholding orders to MTB HR staff after the last pay on December 2014.
- d. Deferred Comp. Will Vanguard allow MTB employees to continue contributing monies to the County sponsored plan (can they legally?). Will MTB employees have the opportunity to transfer account balances from Vanguard to a new MTB plan?
- e. Other miscellaneous payroll deductions. Target transition date = 12/31/2014. Similar to garnishments described above.

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2. Accounts Payable

- a. Check printing. Easy to transition. Target date = 2/15/2015 due to run out of year end accounts payable. MTB will need to obtain vendor address information from IFAS to populate their new database. MTB staff currently have access to such reports in IFAS.
- b. 1099-MISC. Easy to transition.

3. Annual Audit

- a. Plante Moran and the County Finance Department have determined that MTB must be classified as a Component Unit for financial reporting purposes and the results of its operations will need to be reflected in the County's annual financial statements. It is highly recommended that MTB obtain their own independent audit beginning in fiscal 2015 and those audited numbers simply be "cut and pasted" into the County's annual report. MTB will use IFAS to close out fiscal 2014.

4. Recording Cash Deposits

- a. The County will remain the recipient of Medicare and Medicaid funds from the State of Michigan. Logistically, the funds will flow into the County General account and the Treasurer's Office will wire transfer those deposits to another bank account designated by MTB.
- b. Staff in the Finance Department will need to record the wire activity in the County's accounting system, which will really not be much different than what happens today.

5. Pension

- a. MTB employees as of 12/31/2014 remain in the system and pension credits are frozen at that date.
- b. The Finance Department will continue to produce monthly pension checks for existing retirees
- c. MTB employees as of 12/31/2014 have the option of retiring or deferring their retirement.

6. Retire Health Care

- a. Crossover here between HR and Finance.. HR prepares the check requests for premium payments and Finance inputs those requests and produces checks.
- b. If HSB is responsible for premium payments, current retirees will have to be enrolled in a new plan and premiums paid by HSB.

7. Rent. Will need a lease agreement. Finance will send monthly invoices and process payments.

8. Workers' Comp. Risk Management coordinates MTB cases with our third party administrator. The Finance Department pays the self-insured claims for all employees, including those of MTB. MTB pays into a self-insured pooled just as other County departments do to cover claim reserves and payments. Therefore, the HSB does have equity in the cash of that fund (Workers' Comp Fund).

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9. **Compensated absences.** All departments and funds, including MTB, pay into a County Internal Services Fund that accumulates sufficient cash to pay out accumulated sick and annual leave balances when employees terminate employment. Balances related to MTB employees would need to be liquidated.
10. **Document storage.** Must determine how many boxes and whether to include a surcharge into the lease agreement for storage space.
11. **Mail room.** Would discontinue handling MTB mail. MTB will need to obtain its own bulk mail permit.
12. **Central stores inventory.** MTB could most likely continue purchasing office supplies from the County central inventory. The Purchasing Department would simply invoice MTB for such purchases.
13. **Financial Accounting Software.** Martha T Berry utilizes the IFAS system to account for their accounting and payroll transactions. MTB will need to procure its own general ledger and payroll systems.



Mark A. Hackel
County Executive

FINANCE DEPARTMENT

Risk & Insurance Division

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John P. Anderson, Esq.
Risk & Insurance Manager

Risk Management Interaction with MTB Medical Care Facility

Macomb County Risk Management has the following interaction with MTB:

1. MTB is currently included with the County on the application for self-insured status with the State of Michigan for Michigan Workers' Compensation and No-Fault Auto Insurance (only 2 vehicles at MTB). **Both of these renew 11/1/2014.**
2. MTB is currently utilizing the same Workers' Compensation TPA as the County - CMI York. MTB utilizes the same Workers' Compensation Attorney as the County – Danial Hebert.
3. MTB is a covered entity under the County's General Liability Policy for EPLI (Employment Practices) subject to a \$750,000 SIR. The next renewal is 7/1/2015.
4. The County is a named insured along with MTB on the current stand-alone General Liability/Medical Malpractice Policy currently in effect. The next renewal is 5/6/2015.
5. MTB is currently included on the County's Crime Policy, the next renewal is 7/1/2015.
6. MTB is currently included on the County's Fiduciary Policy for the Pension Board. Next renewal is 7/1/2015.
7. Risk Management assists in securing the yearly Surety Bond for MTB required for their yearly audit/inspection by the State of Michigan.
8. MTB is considered part of the County when establishing rates for HAP and BC/BS. A reduction in group size could lead to rate increases for the County. Next renewal is 1/1/2015.



Martha T Berry Medical Care Facility
Requested Information-- BOC 9/18/2014

	2003-2008	2009	2010	2011	2012	2013	2014* As adopted	2009-2014*
Annual Revenue--Charges For Services	95,667,418	20,856,801	22,761,020	23,196,770	23,325,967	23,486,005	23,201,700	136,828,263
Contribution From General Fund	20,928,731							-
County Budget Allocation		896,979						
Lease Payments -- Building Use Charge	-	985,292	1,511,130	1,437,916	1,089,516	1,059,908	963,772	7,047,534
Internal Service Charges * See attached	2,253,008	1,477,064	1,002,786	961,615	748,002	693,120	847,704	5,730,291
Annual Contribution To Retiree Health Care	4,451,230	888,972	765,826	800,559	1,097,138	1,139,625	997,500	5,689,618
Annual Contribution to Pension	4,281,816	764,279	695,293	603,116	633,162	710,145	1,273,585	4,679,579

Potential Revenue Sources ---

***** Note*****

CPE when eligible--

matching of community funds by the State of Michigan

Building Use Charge began in 2009 --comprised of payments for Bond interest & depreciation expense.

The charge for depreciation expense was accelarated to a 20 year schedule in 2009, 2010 and 2011.

Medicaid Cost Appeal--

favorable settlement could generate an estimated \$6-\$8 Million

In 2012, the accelarated depreciation was disallowed by the Medicaid Auditor.

Depreciation expense reverted back to an approved 40 year schedule.

Internal Service Charges

Paid to the County from MTB Revenue

	2003-2008	2009	2010	2011	2012	2013	2014* As adopted	2009-2014*
Insurance - Liability*(MTB direct bill; 2011-current)	443,485	144,894	169,997	170,000	100,152	102,746	100,000	787,789
Insurance Property	88,998	10,558	10,694	10,694	10,709	10,528	10,778	63,961
Insurance - Fleet	2,107	357	374	394	1,200	1,136	1,222	4,683
Utilities - Phones - Cellular	588							-
Utilities Phone Non Voice	9,531							-
Inter Serv MIS Computer Maintenance	41,158							-
Inter Serv MIS Data Center	495,049	87,649						87,649
Inter Serv Telephone	219,997	58,327	55,616	55,348	49,143	47,986	50,000	316,420
**Indirect Allocation								-
<i>Facilities and Operations</i>		143,358	136,604	142,715	113,570			536,247
<i>County Executive</i>							90,915	90,915
<i>Risk Management</i>		22,868	27,571	20,517	23,338	28,371	12,309	134,974
<i>Human Resources</i>		184,129	168,031	179,391	142,561	142,435	128,312	944,859
<i>Microfilm</i>						4,465	3,409	7,874
<i>Print Shop</i>			381	876			1,363	2,620
<i>Mail Service</i>		1,958	2,439	2,280	1,538	1,364	1,546	11,125
<i>Central Stores</i>		7,098	8,872	9,143	8,989	6,672	6,554	47,328
<i>Treasurer</i>		21,513	21,577	22,607	18,496	16,502	16,694	117,389
<i>Management Services (IT)</i>		65,497	246,099	197,791	176,413	201,018	189,779	1,076,597
<i>Finance</i>		102,748	88,509	79,176	48,706	75,971	59,870	454,980
<i>Reimbursement</i>		247	148					395
<i>Corporation Counsel</i>		57,164	65,875	70,682	53,187	53,920	56,943	357,771
<i>Building Use Charge</i>		568,705						
<i>Allocation Budgeted To Reverse</i>							118,010	
Total Indirect Allocation		1,477,071	1,002,786	961,614	748,002	693,114	847,704	5,730,291

**Indirect Cost Allocation for 2009 is based on Maximus report YE 2006

**All other information based on published and audited IFAS Reports (2014 based on adopted budget)