Saginaw City Council
Regular Meeting Agenda

Andersen Enrichment Center
120 Ezra Rust Dr.
September 14, 2026
6:30 PM

Prayer and Pledge of Allegiance

Roll Call

Announcements

Public Hearings

1. Regarding the amendment to the Brownfield Plan for the City of Saginaw to include 230 South Washington Avenue.

2. Regarding the amendment to the Brownfield Plan for the City of Saginaw to include 833 South Washington Avenue.

3. Regarding the Comprehensive Annual Performance Evaluation Report (CAPER) for Fiscal Year 2025-2026.

Public Input
(A list will be provided following submittal deadline.)

Remarks of Council

Reports From Manager

Consent Agenda

1. Approve the August 31, 2026 Council meeting minutes.

2. Approve the amendment to the City Fees and Rate Schedule by adding the Change of Use Permit and Preliminary Site Plan Review fee of $150 for the City's Building Department and Planning and Zoning Department.

3. Approve the 2027 Michigan Office of Highway Safety Planning – Highway Safety Grant through the Michigan Office of Highway Safety Planning for $69,970.38 for the Police Department with the Police Department serving as the pass-through fiduciary, and further authorize the City Manager or his designee to execute any necessary contracts and issue purchase orders to approved vendors in the expenditure of these funds.

4. Approve the purchase with MacQueen for $25,287 for twenty-five nozzles for the Fire Department, Fire Suppression Division.

5. Approve an amendment to the City Fees and Rates Schedule amending fees and rates for the Andersen Enrichment Center for the Public Services Department, Facilities Division.

6. Ratification of an emergency purchase with G.W. Heating & Air Conditioning Company, Inc. for $4,992 for the replacement of a 110,000 BTU furnace unit at the Anderson Enrichment Center for the Public Services Department, Facilities Division.

7. Approve the purchase with Todd Wenzel Buick GMC of Westland for $50,919 for a 2026 GMC Sierra 1500 Regular Cab 4x4 Pro Pickup for the Public Services Department, Maintenance and Service Division.

8. Approve the purchase with Metropolitan Air Compressor Co. Inc., a sole source, for $20,150 for a Sullair Air Compressor for the Public Services Department, Maintenance and Service Division.

9. Approve the purchase with Lingle Equipment Inc. for $37,205 for a Unicarrier Forklift for the Public Services Department, Traffic & Engineering Division.

10. Approve the purchase with Johnson Controls for $10,027 for annual maintenance and service of the Ccure door and gate access systems for the Water and Wastewater Treatment Services Department, Instrumentation and Process Controls Division.

11. Approve the purchase with Vertosoft LLC for $99,864 for an OPSWAT data diode and a 3-year maintenance, support, and warranty plan for the Water and Wastewater Treatment Services Department, Instrumentation and Process Controls Division.

12. Approve the purchase with Jade Scientific, Inc. for $5,516 for Millipore S-Pak Membrane Filters for the Water and Wastewater Treatment Services Department, Water Treatment Division.

13. Approve the purchase with WTA Architects for an amount not to exceed $100,000 for professional and historic preservation consultation services for the Water and Wastewater Treatment Services Department, Water Treatment Division.

14. Ratification of an emergency purchase with Univar Solutions USA, Inc for $25,000 for 17 tons of Hydrofluorosilicic Acid for FY 2027, for the Water and Wastewater Treatment Services Department, Water Treatment Division.

Board/Commission/Committee Reports

Appointment of Board/Commission/Committee Members

1. Approve the appointment of Rebecca Krawczak to the Saginaw Arts & Enrichment Commission with a term to expire June 30, 2029.

2. Approve the appointment of Renee Morris to the Riverfront Development Commission with a term to expire September 1, 2031.

Ordinance Introduction

Ordinance Adoption

Resolutions

1. Amend the Brownfield Plan for the Spicer Building Rehabilitation Project located at 230 South Washington Avenue.

2. Amend the Brownfield Plan for the Tri-Star Trust Rehabilitation Project located at 833 South Washington Avenue.

3. Authorize the Michigan Natural Resources Trust Fund Grant for Bliss Park Improvements.

4. Approve the Cost Agreement with the Michigan Department of Transportation for the rehabilitation of Sheridan Avenue from Treanor Street to Hess Avenue.

Unfinished Business

Miscellaneous Business

1. Consideration of a FOIA Appeal filed by Alexander S. Killips.

Adjournment

Timothy Morales
City Manager

Accessibility Notice:
If you require accommodations to attend or participate in this meeting due to a disability, please contact the City Clerk’s Office at (989) 759-1480 ext. 6 or visit in person at:

Saginaw City Hall
1315 S. Washington Ave.
Saginaw, MI 48601

Advance notice is appreciated to allow time to make arrangements.

To view tonight's presentations, scan the QR code or follow the link below.
saginaw-mi.com/presentations

CITY OF SAGINAW
PUBLIC HEARING NOTICE

BROWNFIELD PLAN

In compliance with requirements of P.A. 267 of 1976, and P.A. 381 of 1996,
as amended, the following notice is published:

Notice is hereby given that the Saginaw City Council has scheduled a public hearing to be held Monday, September 14, 2026, at 6:30 p. m. at the Andersen Enrichment Center, located at 120 Ezra Rust Drive, Saginaw, MI 48601. The purpose of the public hearing is to consider the amendment to the Brownfield Plan for the City of Saginaw to include 230 South Washington Avenue, Saginaw Michigan, within which the Brownfield Redevelopment Authority shall exercise its powers, all pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended. The description of the proposed Brownfield property is:

Land situated in the City of Saginaw, County of Saginaw, State of Michigan, described as follows:

230 South Washington Avenue:
LOT 1, S 20FT OF LOT 2, LOTS 10, 11 & 12, BLK 33, MAP OF THE CITY OF EAST SAGINAW, ALSO COMMONLY KNOWN AS HOYT'S PLAT

The description of the property along with any maps and a description of the Brownfield Plan are available for public inspection during regular business hours at the City Clerk's Office, Room 102, located at City Hall, 1315 S. Washington Avenue.

All interested parties are invited to attend and provide input.

Kristine Bolzman, MiPMC,CMC
City Clerk

IF YOU ARE DISABLED AND NEED ACCOMMODATION TO PROVIDE YOU WITH AN OPPORTUNITY TO PARTICIPATE OR OBSERVE IN PROGRAMS, SERVICES, OR ACTIVITIES, PLEASE CALL THE SAGINAW CITY CLERK AT 989.759.1480.

Posted: __________
Posted By: ____________

CITY OF SAGINAW

PUBLIC HEARING NOTICE

BROWNFIELD PLAN

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Notice is hereby given that the Saginaw City Council has scheduled a public hearing to be held Monday, September 14, 2026, at 6:30 p. m. at the Andersen Enrichment Center, located at 120 Ezra Rust Drive, Saginaw, MI 48601. The purpose of the public hearing is to consider the amendment to the Brownfield Plan for the City of Saginaw to include 833 South Washington Avenue, Saginaw Michigan, within which the Brownfield Redevelopment Authority shall exercise its powers, all pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended. The description of the proposed Brownfield property is:

Land situated in the City of Saginaw, County of Saginaw, State of Michigan, described as follows:

<u>833 South Washington Avenue:</u>
ALL OF LOTS 1,2, 3, 9, 10, 11 AND THE SOUTHERLY 29.2 FEET OF LOT 4 AND SOUTHERLY 29.2 FEET OF LOT 8 BLOCK 49, EMERSON'S ADDITION

The description of the property along with any maps and a description of the Brownfield Plan are available for public inspection during regular business hours at the City Clerk's Office, Room 102, located at City Hall, 1315 S. Washington Avenue.

All interested parties are invited to attend and provide input.

Kristine Bolzman, MiPMC,CMC
City Clerk

IF YOU ARE DISABLED AND NEED ACCOMMODATION TO PROVIDE YOU WITH AN OPPORTUNITY TO PARTICIPATE OR OBSERVE IN PROGRAMS, SERVICES, OR ACTIVITIES, PLEASE CALL THE SAGINAW CITY CLERK AT 989.759.1480.

Posted: __________
Posted By: ____________

CITY COUNCIL
NOTICE OF PUBLIC HEARING AND COMMENT PERIOD

Comprehensive Annual Performance Evaluation Report (CAPER) for Fiscal Year 2025-2026

In compliance with requirements of Public Act 267 of 1976, the following notice is posted:

Notice is hereby given that the City of Saginaw has scheduled a public hearing for Monday, September 14, 2026, at 6:30 p.m. in the Andersen Enrichment Center, located at 120 Ezra Rust Drive, Saginaw, Michigan 48601 to receive public comment on the draft Comprehensive Annual Performance Evaluation Report (CAPER).

The draft CAPER covers the Community Development Block Grant Divisions objectives undertaken during the period of July 1, 2025, through June 30, 2026. The purpose of the public comment period is to gain input and comment on the city's efforts in meeting its goals and objectives described in the HUD-approved Consolidated Plan and the PY2025 Annual Action Plan. The CAPER will be available for review and comment September 8, 2026, through September 23, 2026, on the City of Saginaw's website www.saginaw-mi.com and in the City of Saginaw Clerks Office located at 1315 S. Washington Ave., Room 102, Saginaw, Michigan 48601. Office hours are Monday through Friday 8:00 a.m. to 4:00 p.m.

Comments may be submitted by email message to CDBG@saginaw-mi.com or by USPS mail to the Community Development Block Grant Division (CDBG), 1315 S. Washington Ave., Saginaw, Michigan 48601. All comments must be received no later than September 23, 2026, by 4:00 p.m.

Iris Burns
Block Grant Specialist

IF YOU ARE DISABLED AND NEED ACCOMMODATION TO PROVIDE YOU WITH AN OPPORTUNITY TO PARTICIPATE OR OBSERVE IN PROGRAMS, SERVICES, OR ACTIVITIES, PLEASE CALL THE SAGINAW CITY CLERK AT 989.759.1480.

Posted: 8/28/2026

Posted By: IDB

REV: Aug 2026

A Regular Meeting of the Council of the City of Saginaw, Michigan, was held Monday, August 31, 2026, at 6:30 p.m. at the Andersen Enrichment Center, 120 Ezra Rust Drive, Saginaw, Michigan.

Prayer and Pledge of Allegiance

Council Member Seals offered a prayer and Mayor Moore led the pledge of allegiance of the United States of America.

Roll Call

Mayor Moore called the meeting to order. Council Members present: Tobias Young, Jacinta Seals, Michael Balls, Priscilla Garcia, Bill Ostash, Eric Braddock Sr.,Carly Hammond, Brenda Moore: 8. Council Members absent: Heidi Wiggins: 1.

Announcements

City Clerk Kristine Bolzman announced the following:

- City Offices will be closed Monday, September 7, in observance of Labor Day.
- The Splash Park will also close for the season at 7:00 p.m. on Labor Day. Daily hours of operation are 10:00 a.m. to 7:00 p.m.

Public Input

Members of the public that addressed the Council: Aurther Carpenter, Andrew Michael Tilot, Nickolas Williams, Jeff Bulls, Terricina Jackson, Brandell Adams, Londra Lawson, Krista Mann, Kareem Bowen, Arvids Ernstrons, Rachel Weidinger, Amor Watson, Denita Dorsey, Tanya Harris, Betty Holmes, Ericka Newman, Utevia Rivers, Nita Williams, Ciearis Lawson.

Council Remarks

Remarks were heard from the following Council Members: Hammond, Young, Seals, Balls, Ostash, Braddock, Garcia, and Mayor Moore.

Reports from Manager

City Manager Tim Morales reported updates regarding various projects.

Consent Agenda:

Moved by Council Member Seals, seconded by Council Member Ostash to approve the consent agenda, allowing room for exceptions. No exceptions were made. 8 ayes, 0 nays, 1 absent. Motion approved.

1. Approve the August 17, 2026, regular council meeting minutes.

2. Receive and file Petition 26-11 and refer to the Planning Commission for recommendation regarding adding a street sign at 7th and Johnson Streets.

3. Approve the amendment to the Professional Services Agreement with O'Neill, Wallace, and Doyle, P.C. for legal services.

4. Approve the purchase with Huron Granite Works, Inc., for an annual amount not to exceed $17,000 for FY 2027 and not to exceed $17,000 for FY 2028 and FY 2029, pending budget approval, for headstones and engraving for the Public Services Department, Cemeteries Division.

5. Approve to increase the blanket purchase order with Osburn Associates, Inc. by $9,065, for a new total of $24,065, for the purchase of sign blanks for the Public Services Department, Traffic Engineering Division.

6. Approve a purchase with Kendall Electric, a sole source, for $17,327 for a variable frequency drive for the Water and Wastewater Treatment Departments, Treatment and Pumping Division.

Appointment of Board/Commission/Committee Members

Moved by Council Member Young, seconded by Council Member Balls to approve the following:

1. Approve the reappointment of Joseph Turner to the Saginaw Arts & Enrichment Commission with a term to expire June 30, 2029.
2. Approve the appointment of Kristen Squires to the Saginaw Arts & Enrichment Commission with a term to expire June 30, 2029.

8 ayes, 0 nays, 1 absent. Motion approved.

Resolutions

Moved by Council Member Balls, seconded by Council Member Seals to adopt a resolution to authorize sponsors of various community events the use of amplifying equipment. 8 ayes, 0 nays, 1 absent. Motion approved.

Adjournment

Moved by Council Member Balls, seconded by Council Member Ostash to adjourn the meeting at 8:26 p.m. 8 ayes, 0 nays, 1 absent. Motion approved.

Submitted by,

Kristine Bolzman, MiPMC/CMC
City Clerk

Council Communication

Item Number: 2.

Date: September 14, 2026

From: Timothy Morales, City Manager

Subject: Fee Schedule Changes

Prepared By: Cassandra (Cassi) Zimmerman, Director of Planning & Economic Development

Manager's Recommendation:

Approve the amendment to the City Fees and Rate Schedule by adding the Change of Use Permit and Preliminary Site Plan Review fee of $150 for the City's Building Department and Planning and Zoning Department.

Justification:

On August 27, 2018, City Council approved the City Fees and Rates Schedule. City ordinance contains the language "the fee shall be established by Council and available in the Office of the City Clerk." The City Council has the authority to establish fees and rates by amending the City Fees and Rates Schedule as necessary for the operation of City business.

The City of Saginaw has received a number of business license applications that require a change of use permit, triggering additional inspections and issuance of an occupancy permit. Currently, the Building Department does not have a fee associated with this work. State guidelines dictate a fee of $150 for this item.

The City of Saginaw Planning and Zoning Department has received increasing requests to review multiple preliminary site plans prior to a final site plan submission. These additional reviews add approximately 3 hours of work time to adequately analyze the plans and respond with necessary corrections. Currently, the Planning and Zoning Department does not have a fee associated with this work. The recommended fee for Preliminary Site Plan Review is $150.

These new rates will be added to the City of Saginaw Fee Schedule to cover the cost of staff to perform these essential city functions.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 3.

Date: September 14, 2026

From: Timothy Morales, City Manager

Subject: 2027 Michigan Office of Highway Safety Planning – Highway Safety Grant

Prepared By: Brian Rowell, Administrative Professional

Manager's Recommendation:

Approve the 2027 Michigan Office of Highway Safety Planning – Highway Safety Grant through the Michigan Office of Highway Safety Planning for $69,970.38 for the Police Department with the Police Department serving as the pass-through fiduciary, and further authorize the City Manager or his designee to execute any necessary contracts and issue purchase orders to approved vendors in the expenditure of these funds.

Justification:

The period of this grant is from October 1, 2026, through September 30, 2027. The Saginaw Police Department applied for and received funding from the Michigan Office of Highway Safety Planning, in conjunction with the Birch Run Police Department, Bridgeport Police Department, Carrollton Township Police Department, Chesaning Police Department, Saginaw Township Police Department, and the Thomas Township Police Department, to conduct overtime traffic enforcement for Distracted, Impaired, Seat Belt, and Speed enforcement.

A budget adjustment is required to increase the General Fund Revenues, Michigan Office of Highway Safety Grant, Account No. 101-000.00-541.008 from $0 to $69,970.38. To offset the increase in revenues will be an increase to the General Fund, Community Public Safety - Police, Michigan Office of Highway Safety Planning Division, Overtime Account No. 101-307.37-704.000 of $12,066.30, and Professional Services, Account No. 101-307.37-801.000 of $57,704.08.

I have approved the agreement as to substance and the City Attorney as to form.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 4.

Date: September 14, 2026

From: Timothy Morales, City Manager

Subject: Fire Department Nozzles

Prepared By: Brandon Hausbeck, Fire Chief

Manager's Recommendation:

Approve the purchase with MacQueen for $25,287 for twenty-five nozzles for the Fire Department, Fire Suppression Division.

Justification:

On August 18, 2026, five qualified bids were received for twenty-five Elkhart nozzles. Nozzles attach to the end of fire hose and permit firefighters to direct water streams onto a fire. The current nozzles that are in service are over 20 years old and have complicated internal spring mechanisms that are costly to repair. With the age of these nozzles, many of the springs are failing, rendering the nozzle ineffective. The Elkhart nozzles do not have the internal spring mechanism and offer a simpler design, which should reduce the cost of ownership. The following is the tabulation of the bids received:

Vendor	Cost
MacQueen St. Paul, MN	$25,286.25
W.S. Darley & Co. Itasca, IL	$25,500.00
MES Life Safety Sandy Hook, CT	$27,901.96
CSI Emergency Apparatus LLC Grayling, MI	$28,945.90
Dinges Fire Company Amboy, IL	$29,075.00

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the General Fund, Community Public Safety - Fire, Fire Operations Division, Parts and Supplies Account No. 101-344.01-742.000.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 5.

Date: September 14, 2026

From: Timothy Morales, City Manager

Subject: City Fees and Rates Schedule for the Andersen Enrichment Center

Prepared By: Lori Rittenberry

Manager's Recommendation:

Approve an amendment to the City Fees and Rates Schedule amending fees and rates for the Andersen Enrichment Center for the Public Services Department, Facilities Division.

Justification:

On August 27, 2018, City Council approved the City Fees and Rates Schedule. City ordinance contains the language “the fee shall be established by Council and available in the Office of the City Clerk.” The City Council has the authority to establish fees and rates by amending the City Fees and Rates Schedule as necessary for the operation of City business.

The Public Service Department is recommending increases to the Rental Fees and Rates to offset the costs to operate and maintain the Andersen Enrichment Center, located at 120 Ezra Rust Dr. Rental Fees and Rates have not increased since fall of 2022. The fee and rate amendments are listed on the following pages.

The changes in rates are primarily due to increased wages, building repairs and updates, increased utilities, and other services. The recommended increases are expected to sufficiently cover the cost of building operations. Consideration was given to other rental facilities in the Saginaw County area and what our market is able to sustain.

	Current Fees	**Proposed Fees**
1 Room	$500 for 5 hours	$700 for 5 hours
2 Rooms	$700 for 5 hours	$800 for 5 hours
Non Profit M - Th	$50 per hour	$60 per hour
Businesses M - Th	$75 per hour	$75 per hour
Linens	$5 each	$8 each
Extra Hours	$50 per hour	$50 per hour

Wedding Ceremony	\$500 for 2½ hours	\$500 for 2½ hours
Wedding Reception	\$700 for 6 hours	\$800 for 6 hours

The amended fees and rates will have an immediate effect upon Council approval. The City Fees and Rates Schedule are maintained by and on file at the City Clerk's Office, available at all Departments, and posted on the City's website. The Andersen Enrichment Center will be a new addition to the City fees schedule.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 6.

Date: September 14, 2026

From: Timothy Morales, City Manager

Subject: Ratification of Emergency Purchase – AEC Furnace Replacement

Prepared By: Jay Gustin, Facilities Administrator

Manager's Recommendation:

Ratification of an emergency purchase with G.W. Heating & Air Conditioning Company, Inc. for $4,992 for the replacement of a 110,000 BTU furnace unit at the Anderson Enrichment Center for the Public Services Department, Facilities Division.

Justification:

On August 10, 2026, Purchasing requested sealed bid proposal for a Lennox furnace replacement at the Andersen Enrichment Center, with bids being due on August 18, 2026.

On August 14, 2026, Facilities staff were notified that the said unit out for bid had failed. Upon inspection and evaluation, it was determined that the unit's main blower motor failed.

Following is a tabulation of the bids received:

Vendor	Cost
G.W. Heating & Air Conditioning Company, Inc. Saginaw, MI (out-city)	$4,992.00
B&S Heating and Cooling Bridgeport, MI	$5,462.62
Smillie Plumbing & Heating, Inc. Freeland, MI	$9,773.00

Due to the urgent need to restore heating and cooling to the building and to prevent potential disruption to operations, the low bidder, G.W. Heating, was contacted to move forward with the replacement. The replacement was completed immediately, with work including removal of the existing unit, delivery and installation of the new unit. All necessary labor, equipment, and materials were provided to complete the installation and restore service.

This project is being funded by a grant awarded to the Saginaw Arts & Enrichment

Commission.

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the Saginaw Arts & Enrichment Commission, Operating Services Account No. 237-755.00-805.000.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 7.

Date: September 14, 2026

From: Timothy Morales, City Manager

Subject: 2026 GMC Sierra 1500, Foreman Truck — Maintenance and Service

Prepared By: Alex Niedecken, Motor Pool Administrator

Manager's Recommendation:

Approve the purchase with Todd Wenzel Buick GMC of Westland for $50,919 for a 2026 GMC Sierra 1500 Regular Cab 4x4 Pro Pickup for the Public Services Department, Maintenance and Service Division.

Justification:

On August 11, 2026, a quote was received from Todd Wenzel Buick GMC for the replacement of a current 2015 GMC Sierra 2500HD pickup truck, Unit 57-0659 used by the Utilities Foreman. The existing unit will be decommissioned and sold.

This vehicle is used in operations and emergency situations to support the supervision of utility maintenance and repairs. This division is responsible for maintaining over 600 miles of water and sewer mains within the City, as well as over 110 miles of transmission mains that serve Saginaw and portions of Bay and Tuscola Counties. This purchase will be made using MiDeal State bid pricing number #240000001205, Todd Wenzel Buick GMC of Westland.

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the Water Operations and Maintenance Fund, Surplus Division, Vehicles Account No. 591-546.01-982.000 $25,459.50 and the Sewer Operations and Maintenance Fund, Surplus Division, Vehicles Account No. 590-546.02-982.000 $25,459.50.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 8.

Date: September 14, 2026

From: Timothy Morales, City Manager

Subject: Sullair Air Compressor

Prepared By: Tony Folino, Superintendent of the Maintenance and Service Division

Manager's Recommendation:

Approve the purchase with Metropolitan Air Compressor Co. Inc., a sole source, for $20,150 for a Sullair Air Compressor for the Public Services Department, Maintenance and Service Division.

Justification:

On September 2, 2026, the Maintenance and Service Division received a quote for a new Sullair Air compressor, Model ST1509R. The Maintenance and Service Division’s current air compressor is 30+ years old and replacement parts are no longer available to purchase. Metropolitan Air Compressor Co. Inc. is the sole supplier and dealer for Sullair Air Compressors in this region.

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing,” of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the Water Operations and Maintenance Fund, Surplus Division, Maintenance Equipment Account No. 591-546.01-978.000 $10,075.00 and Sewer Operations and Maintenance Fund, Surplus Division, Maintenance Equipment Account No. 590-546.02-978.000 $10,075.00.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 9.

Date: September 14, 2026

From: Timothy Morales, City Manager

Subject: Purchase of Unicarrier PF50N7-LE Forklift

Prepared By: Alex Niedecken, Motor Pool Administrator

Manager's Recommendation:

Approve the purchase with Lingle Equipment Inc. for $37,205 for a Unicarrier Forklift for the Public Services Department, Traffic & Engineering Division.

Justification:

This Unicarrier Forklift will be used daily for unloading deliveries, handling materials, and moving equipment throughout the yard. Having a dedicated forklift will improve efficiency and reduce the need to coordinate equipment use with other divisions. Quotes were solicited for a Unicarrier PF50N7-LE Forklift from a variety of proven vendors, and on August 11, 2026, Lingle Equipment Inc. provided the lowest quote.

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in Major Street Fund, Traffic Engineering Division, Vehicles Account No. 202-447.03-982.000 $9,301.25, Local Streets Fund, Traffic Engineering Division, Vehicles Account No. 203-447.03-982.000 $9,301.25, Water Operations and Maintenance Fund, Engineering Division, Vehicles Account No. 591-538.01-982.000 $9,301.25, Sewer Operations and Maintenance Fund, Engineering Division, Vehicles Account No. 590-538.02-982.000 $9,301.25.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 10.

Date: September 14, 2026

From: Timothy Morales, City Manager

Subject: Johnson Controls Card Access System Annual Service

Prepared By: Brian Vandemark, Instrumentation and Controls Administrator

Manager's Recommendation:

Approve the purchase with Johnson Controls for $10,027 for annual maintenance and service of the Ccure door and gate access systems for the Water and Wastewater Treatment Services Department, Instrumentation and Process Controls Division.

Justification:

On June 13, 2026, invoices were received for the purchase of one year of maintenance and support of the city's Ccure door and gate access system. The Ccure access system provides secure card access for city employees in city buildings and yards. Johnson Controls is the distributor of Ccure products and the sole provider of this purchase.

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the General Fund, Community Public Safety – Police, Police Building Maintenance Division, Operating Services Account No. 101-303.00-805.000 $1,703.00 and Department of Public Services, Facilities Division, Operating Services Account No. 101-265.00-805.000 $1,621.00, Public Works Building Fund, Operating Services Account No. 601-441.00-805.000 $1,346.00, Water Operations and Maintenance Fund, Instrumentation and Controls Division, Operating Services Account No. 591-539.01-805.000 $4,028.50 and Sewer Operations and Maintenance Fund, Instrumentation and Process Controls Division, Operating Services Account No. 590-539.02-805.000 $1,328.50.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 11.

Date: September 14, 2026

From: Timothy Morales, City Manager

Subject: OPSWAT Data Diode & Maintenance Plan

Prepared By: Brian Vandemark, Instrumentation and Controls Administrator

Manager's Recommendation:

Approve the purchase with Vertosoft LLC for $99,864 for an OPSWAT data diode and a 3-year maintenance, support, and warranty plan for the Water and Wastewater Treatment Services Department, Instrumentation and Process Controls Division.

Justification:

The data diode will be used to permit the retrieval of historical data from our SCADA system. This is needed for cyber security threats and will protect the Water and Wastewater Division's SCADA system and OT networks from outside access.

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the Sewer Operations and Maintenance Fund, Instrumentation and Process Control Division, Parts & Supplies Account No. 590-539.02-742.000 for $6,661.08, and Operating Services Account No. 590-539.02-805.000 for $43,270.43. as well as in the Water Operations and Maintenance Fund, Instrumentation and Process Control Division, Parts & Supplies Account No. 591-539.01-742.000 for $6,661.07, and Operating Services Account No. 591-539.01-805.000 for $43,270.43.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 12.

Date: September 14, 2026

From: Timothy Morales, City Manager

Subject: Millipore S-Pak Membrane Filters

Prepared By: Emily Bourdow-Hewitt, Chief Chemist

Manager's Recommendation:

Approve the purchase with Jade Scientific, Inc. for $5,516 for Millipore S-Pak Membrane Filters for the Water and Wastewater Treatment Services Department, Water Treatment Division.

Justification:

On August 25, 2026, the City received bids for a one-year supply of Millipore S-Pak Membrane Filters. The membrane filters are utilized for daily bacterial laboratory analysis as required by the Michigan Department of Environment, Great Lakes, and Energy. On August 25, 2026, the following qualified bids were received:

Vendor	Total Bid
Jade Scientific, Inc. Westland, MI	$5,515.92
USA Bluebook Waukegan, IL	$7,125.24
Thomas Scientific, LLC Swedesboro, NJ	$7,600.20

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the Water Operation and Maintenance Fund, Treatment and Pumping Division's Laboratory Supplies Account No. 591-542.01-734.000.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 13.

Date: September 14, 2026

From: Timothy Morales, City Manager

Subject: Professional Consulting Services

Prepared By: Michael (Mike) Grenier, Director of Water/Wastewater Treatment

Manager's Recommendation:

Approve the purchase with WTA Architects for an amount not to exceed $100,000 for professional and historic preservation consultation services for the Water and Wastewater Treatment Services Department, Water Treatment Division.

Justification:

The Saginaw Water Treatment Plant is a historic building nearing its 100-year anniversary. As repairs and upgrades have progressed, the need to bring in preservation specialists has become evident. WTA Architects, a Saginaw based firm, have experts on historic building preservation on staff, and is the next best step to help keep the Saginaw Water Treatment Plant standing strong for another 100 years.

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the Water Operations and Maintenance Fund, Surplus Division, Engineering Services Account No. 591-546.01-802.000.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

Council Communication

Item Number: 14.

Date: September 14, 2026

From: Timothy Morales, City Manager

Subject: Ratification of Hydrofluorosilicic Acid Purchase

Prepared By: Amanda Kiel, Assistant Superintendent of Water Treatment

Manager's Recommendation:

Ratification of an emergency purchase with Univar Solutions USA, Inc for $25,000 for 17 tons of Hydrofluorosilicic Acid for FY 2027, for the Water and Wastewater Treatment Services Department, Water Treatment Division.

Justification:

On August 26, 2026, emergency purchase order #0526063 was issued to Univar Solutions USA, Inc for 2 shipments of Fluoride. Fluoride is added to drinking water for the prevention of tooth decay. Bids were opened in April and June 2026 and a purchase was made with the sole bidder, PVS Nolwood. However, due to a shortage, PVS Nolwood is unable to supply Fluoride at this time. A quote was requested and accepted for this purchase.

This vendor meets all requirements of §14.33, "Vendors," of "Purchasing, Contracting, and Selling Procedure," of Chapter 14, "Finance and Purchasing," of Title I, "Administrative Code," of the Saginaw Code of Ordinances, O-204.

Funds are budgeted in the Water Operations and Maintenance Fund, Treatment & Pumping Division's Chemicals Account No. 591-542.01-727.000 for FY 2027.

Council Action:

Motion to approve the recommendation of the City Manager.

Attachments:

None

COUNCIL COMMUNICATION R-1

From: Brownfield Redevelopment Authority

Subject: Brownfield Plan Amendment for the Spicer Building Rehabilitation Project located at 230 South Washington Avenue

Prepared by: Yolanda M. Bland, Office of Management and Budget

Manager's Recommendation:

It is recommended that City Council approve the resolution to amend the Brownfield Plan for the Spicer Building Rehabilitation Project located at 230 South Washington Avenue.

Justification:

On July 14, 2026, the Brownfield Redevelopment Authority approved the Brownfield Plan for the Spicer Building Rehabilitation Project, which is located at 230 South Washington Avenue in the City of Saginaw. The project is aimed at the rehabilitation of the property located at 230 South Washington Avenue in downtown Saginaw. This project will address significant building deficiencies that currently impar the property's functionality, safety, and long-term viability. Planned improvements include reconstruction of the exterior façade and building envelope, replacement of obsolete mechanical systems, asbestos abatement, and other associated building improvements necessary to restore the property to a safe and efficient condition, address ongoing water infiltration issues, improve energy efficiency, enhance building performance, and improve the appearance of the property.

The project will preserve and modernize important commercial property within downtown Saginaw. The redevelopment will: (1) enhance the functionality and appearance of the building, (2) improve pedestrian safety, and (3) contribution to the ongoing reinvestment of the surrounding downtown area.

The Brownfield Plan has been created for the purpose of facilitating the redevelopment of the property and to allow for Tax Increment Financing (TIF) incentives to be received through the Brownfield Redevelopment Act.

The original Brownfield Plan was adopted by City Council on May 17, 1999, in compliance with Public Act 381 of 1996. The purpose of Brownfield legislation is to assist in the development of vacant and/or underutilized sites. Public Act 381 of 1996 requires that City Council approves the plan and adopts a resolution after a duly advertised public hearing. The public hearing on the proposed plan is also on the council agenda for this meeting.

Council Action:

This Council Communication is for explanation purposes only of the Resolution to be adopted.

AMEND THE BROWNFIELD PLAN FOR THE CITY OF SAGINAW TO INCLUDE THE SPICER BUILDING REHABILITATION PROJECT LOCATED AT 230 SOUTH WASHINGTON AVENUE

Moved by Council Member __________, seconded by Council Member _________ to adopt the following resolution:

WHEREAS: the City of Saginaw established the City of Saginaw Brownfield Redevelopment Authority (the "Authority") pursuant to the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"); and

WHEREAS: pursuant to the Act, the Authority approved a Brownfield Plan for the property located at 230 South Washington Avenue in the City of Saginaw on July 14, 2026; and

WHEREAS: the City of Saginaw has determined the property located at 230 South Washington Avenue is eligible property, as defined by the Act and has determined that the Brownfield Plan (the "Plan") submitted for 230 South Washington Avenue meets all the requirements for a Brownfield Plan set forth in Section 13 of the Act; and

WHEREAS: as a result of its review of the Plan and upon consideration of the views and recommendations of the Authority, the Saginaw City Council desires to proceed with approval of the Plan.

NOW THEREFORE, BE IT RESOLVED THAT:

1. **Plan Approval.** The City of Saginaw hereby approves the Plan in the form of the Brownfield Redevelopment Authority Reimbursement Agreement and the Downtown Development Authority's interlocal agreement with the Saginaw Brownfield Redevelopment Authority pertaining to the use of local tax increment revenues.

2. **Severability.** Should any section, clause or phrase of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.

3. **Repeals.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed:

Ayes:
Nays:
Absent:

RESOLUTION DECLARED ADOPTED

I, Kristine Bolzman, City Clerk of the City of Saginaw, Michigan, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City of Saginaw, Saginaw County, State of Michigan, at a public meeting held on September 14, 2026; the original thereof is on file in the records of my office; the meeting was conducted and public notice of said meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1976, as amended, and minutes of this meeting were kept and will be made available as required.

____
Kristine Bolzman, MiPMC/CMC
City Clerk

BROWNFIELD PLAN

230 South Washington Avenue, Saginaw, Michigan 48607

PREPARED BY	Saginaw Brownfield Redevelopment Authority 1315 South Washington Avenue Saginaw, Michigan, 48601 Contact Person: Tom Miller Email: tmiller@saginawfuture.com Phone: (989) 754-8222 Ext. 238 AKT Peerless 22725 Orchard Lake Road Farmington, Michigan 48336 Contact Person: Ryan Higuchi Email: higuchir@aktpeerless.com Phone: (248) 915-6057

PROJECT #	77882s3
REVISION DATE	June 23, 2026
BRA APPROVAL	
CITY/COUNTY APPROVAL	

Table of Contents

1.0 Introduction **4**

2.0 General Provisions **4**

2.1 Description of Eligible Property (Section 13 (h)) 5

2.2 Basis of Eligibility (Section 13 (2)(h) , Section 2 (p)) 5

2.2.1 Functional Obsolescence 5

2.3 Summary of Eligible Activities and Description of Costs (Section 13 (2)(a),(b)) 6

2.4 Estimate of Captured Taxable Value and Tax Increment Revenues (Section 13 (2)(c)); Impact of Tax Increment Financing On Taxing Jurisdictions (Section 13 (2)(g), Section 2(ss)) 7

2.5 Plan of Financing (Section 13 (2)(d)); Maximum Amount of Indebtedness (Section 13 (2)(e)) 8

2.6 Duration of Brownfield Plan (Section 13 (2)(f)) 8

2.7 Effective Date of Inclusion in Brownfield Plan 8

2.8 Displacement/Relocation of Individuals on Eligible Property (Section 13 (2)(i-l)) 9

2.9 Local Brownfield Revolving Fund (“LBRF”) (Section 8, Section 13(2)(m)) 9

2.10 Other Information 9

Attachments **10**

Attachment A 11

Attachment B 12

Attachment C 13

Attachment D 14

ATTACHMENTS

Attachment A .... Site Maps and Photographs

- Figure 1 – Scaled Property Location Map
- Figure 2 – Eligible Property Boundary Map

Attachment B .... Legal Description

Attachment C .... Tables

- Table 1 – Eligible Activities
- Table 2 – Tax Increment Revenue Estimates
- Table 3 – Reimbursement Allocation Schedule

Attachment D .... Functional Obsolescence Documentation

Attachment E .... DDA Interlocal Agreement

PROJECT SUMMARY

PROJECT NAME	The Spicer Building Rehabilitation Project
DEVELOPER	Spicer Group Inc. 230 South Washington Avenue Saginaw, Michigan 48607 Contact: Myles Sakshaug Phone: (989) 921-5515
ELIGIBLE PROPERTY LOCATION	The Eligible Property is located at 230 South Washington Avenue, Saginaw, Michigan. The Parcel ID Number is: 03 0111 00000.
TYPE OF ELIGIBLE PROPERTY	Functionally Obsolete
SUBJECT PROJECT DESCRIPTION	The Spicer Building Rehabilitation Project (the “Project”) consists of the rehabilitation of the Eligible Property located at 230 South Washington Avenue in Downtown Saginaw. This Project will address significant building deficiencies that currently impair the property’s functionality, safety, and long-term viability. Planned improvements include reconstruction of the exterior façade and building envelope, replacement of obsolete mechanical systems, asbestos abatement, and other associated building improvements necessary to restore the property to a safe and efficient condition, address ongoing water infiltration issues, improve energy efficiency, enhance building performance, and improve the appearance of the property. This Project will preserve and modernize an important commercial property within downtown Saginaw. The redevelopment will: (1) enhance the functionality and appearance of the building, (2) improve pedestrian safety, and (3) contribute to the ongoing reinvestment of the surrounding downtown area.

ELIGIBLE ACTIVITIES	Work Plan Exempt Department Specific Activities, Demolition Activities, Asbestos Abatement Activities, Site Preparation Activities, Infrastructure Improvements Activities, 15% Contingency on aforementioned activity costs, interest, and the Development, Preparation and Implementation of a Brownfield Plan.
DEVELOPER'S REIMBURSABLE COSTS	$619,175 (Est. Eligible Activities & Contingency) $268,531 (1.25% Simple Interest) $887,706
MAXIMUM DURATION OF CAPTURE	30 years
ESTIMATED TOTAL CAPITAL INVESTMENT	$2.25 million
INITIAL TAXABLE VALUE	$645,350

LIST OF ACRONYMS AND DEFINITIONS

Authority	Saginaw Brownfield Redevelopment Authority
BEA	Baseline Environmental Assessment (Michigan process to provide new property owners and/or operators with exemptions from environmental liability)
City	City of Saginaw
PLAN	Brownfield Plan
DEVELOPER	Spicer Group Inc.
ELIGIBLE PROPERTY	Property for which eligible activities are identified under a Brownfield Plan, referred to herein as "the Eligible Property". The Eligible Property is comprised of one parcel and is located at 230 South Washington Avenue, northeast of the intersection of South Washington Avenue and Janes Avenue, in Saginaw, Michigan.
ESA	Environmental Site Assessment
LBRF	Local Brownfield Revolving Fund
EGLE	Michigan Department of Environment, Great Lakes & Energy
MEDC	Michigan Economic Development Corporation
MSF	Michigan Strategic Fund
PHASE I ESA	An environmental historical review and site inspection (no soil and/or groundwater sampling and analysis)
PHASE II ESA	Environmental subsurface investigation (includes soil, soil gas, and/or groundwater sampling and analysis)
RCC	Residential Cleanup Criteria
TIF	Tax Increment Financing (TIF describes the process of using TIR—i.e., TIF is the use of TIR to provide financial support to a project)
TIR	Tax Increment Revenue (new property tax revenue, usually due to redevelopment and improvement that is generated by a property after approval of a Brownfield Plan)

BROWNFIELD PLAN

230 South Washington Avenue, Saginaw, Michigan 48607

1.0 Introduction

The City of Saginaw, Michigan (the "City"), established the Saginaw Brownfield Redevelopment Authority (the "Authority") on September 29, 1997, pursuant to Michigan Public Act 381 of 1996, as amended ("Act 381"). The primary purpose of Act 381 is to encourage the redevelopment of Eligible Property by providing economic incentives through tax increment financing for certain eligible activities.

The purpose of this Brownfield Plan is to promote the redevelopment of and investment in certain "Brownfield" properties within the City of Saginaw. Inclusion of the Eligible Property within the Brownfield Plan will facilitate financing of eligible activities and provide tax incentives to support revitalization of the Eligible Property. By facilitating redevelopment of the Eligible Property, Brownfield Plan will promote economic growth for the benefit of the residents of Saginaw and all taxing units located within and benefited by the Authority.

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

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

The Spicer Building Rehabilitation Project (the "Project") consists of the rehabilitation of the Eligible Property located at 230 South Washington Avenue in Downtown Saginaw. This Project will address significant building deficiencies that currently impair the property's functionality, safety, and long-term viability. Planned improvements include reconstruction of the deteriorated exterior façade and building envelope, replacement of obsolete mechanical systems, asbestos abatement, and other associated building improvements necessary to restore the property to a safe and efficient condition, address ongoing water infiltration issues, improve energy efficiency, enhance building performance, and improve the appearance of the property.

This Project will preserve and modernize an important commercial property within downtown Saginaw. The redevelopment will: (1) enhance the functionality and appearance of the building, (2) improve pedestrian safety, and (3) contribute to the ongoing reinvestment of the surrounding downtown area.

Pre-plan activities were started at the end of 2025, with the remainder of the eligible activities expected to be completed by Spring of 2027. The Project is seeking Tax Increment Financing ("TIF") incentives to fund the development.

2.0 General Provisions

The following sections detail information required by Act 381.

2.1 Description of Eligible Property (Section 13 (h))

The Eligible Property is located at 230 South Washington Avenue, in the southeast ¼ of the northeast ¼ of Section 24 (Township 12 North /Range 4 East) in Saginaw, Michigan and is situated northeast of the intersection of South Washington Avenue and Janes Avenue. The Eligible Property consists of one (1) parcel that contains approximately 0.726 acres of land located in an area of the City that is characterized by commercial properties. The Saginaw River is nearby to the west, and the Eligible Property is abutted by surface roadways, municipal water, sanitary and storm sewer services, and electrical and gas utilities.

The following table describes each parcel which comprises the Eligible Property. See Attachment A, Figure 2 – Eligible Property Boundary Map.

Eligible Property Information

Address	Tax Identification Number	Basis of Brownfield Eligibility	Approximate Acreage
230 South Washington Avenue	03 0111 00000	Functionally Obsolete	0.726

The Eligible Property is currently zoned Mixed Use 3 - Downtown (MU-3E) and consists of one parcel that currently contains a 3-story, 40,485-square-foot office building that was constructed in 1926. Exterior portions of the Eligible Property include paved areas.

Attachment A includes site maps of the Eligible Property, refer to: Figure 1, Scaled Property Location Map and Figure 2, Eligible Property Boundary Map (which includes lot dimensions). The legal description of the parcel included in the Eligible Property is presented in Attachment B.

The parcel and all tangible real and personal property located thereon will comprise the Eligible Property.

2.2 Basis of Eligibility (Section 13 (2)(h) , Section 2 (p))

The property is considered an "Eligible Property" as defined by Act 381, Section 2 because: (a) the property is currently utilized for a commercial purpose; (b) it is located within the Saginaw, a qualified local governmental unit, or "Core Community" under Act 381; and (c) is determined to be functionally obsolete, as defined by Act 381, the development of which is estimated to increase the taxable value of such parcels.

The following section is intended to summarize existing site conditions at the Eligible Property, as identified through site and surrounding area research. Please note, the environmental reports that are summarized in the following sections refer to the Michigan Department of Environment, Great Lakes, and Energy ("EGLE"), which was formerly the Michigan Department of Environmental Quality (MDEQ), even when earlier documents were executed or issued by MDEQ.

2.2.1 Functional Obsolescence

As defined by Act 381, a property is determined to be functionally obsolete by an assessor stating that, by the assessor's expert opinion, the property is functionally obsolete. Further, Act 381 defines functionally obsolete as "the property is unable to be used to adequately perform the function for which it was intended, due to a substantial lose in value resulting from overcapacity, changes in technology, deficiencies, or superadequacies in design, or other similar factors that affect the property's relationship with other surrounding property". On May 13, 2026, a Michigan Master Assessing Officer inspected the Eligible Property and determined the property to be functionally obsolete. Please refer to Attachment D for the signed affidavit dated May 13, 2026.

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

The "eligible activities" that are intended to be carried out at the Eligible Property are considered "eligible activities" as defined by Sec 2 of Act 381, because they include: Work Plan Exempt Department Specific Activities, Demolition Activities , Asbestos Abatement Activities, Site Preparation Activities, Infrastructure Improvements Activities, 15% contingency on aforementioned activity costs, interest, and the development, preparation and implementation of a Brownfield Plan (see Table 1).

Work plan exempt and due care compliance activities are considered "Department Specific Activities" per Michigan Public Act 471 of 2016. A summary of the eligible activities and the estimated cost of each eligible activity intended to be paid for with Tax Increment Revenues from the Eligible Property are shown in the table below.

Estimated Cost of Reimbursable Eligible Activities

Description of Eligible Activity		Estimated Cost	
1.	Work Plan Exempt Activities	$	5,450
2.	Demolition Activities	$	475,000
3.	Lead, Asbestos, and/or Mold Activities	$	32,000
4.	Site Preparation	$	15,000
5.	Infrastructure Improvements	$	4,000
Subtotal Environmental & Non-Environmental Eligible Activities		**$**	**526,500**
6.	15% Contingency on Eligible Activities*	$	72,225
7.	Brownfield Plan Preparation and Implementation	$	15,000
Total Eligible Activities Cost with 15% Contingency		**$**	**619,175**
8.	Interest, calculated at 1.25%, simple**	$	268,531
Total Eligible Activities Cost with 15% Contingency and Interest		**$**	**887,706**
9.	BRA Administration Fee 5%	$	60,806
10.	Local Brownfield Revolving Fund (LBRF) 5%***	$	267,602
Total Eligible Costs for Reimbursement		$	**1,216,114**

*The contingency is applied to the Subtotal, except the Work Plan Exempt Activities and Pre-Plan Activities, which have already been performed.
**Interest is calculated annually at 1.25% simple interest on unreimbursed eligible activities (permitted pursuant to Michigan Compiled Laws ("MCL") 1.25.2663b) and in accordance with SBRA policy
***LBRF deposits will be made in accordance with Act 381.

A detailed breakout of the eligible activities and the estimated cost of each eligible activity intended to be paid for with Tax Increment Revenues from the Eligible Property is shown in Attachment C, Table 1.

Pre-plan activities were started at the end of 2025, with the remainder of the eligible activities expected to be completed by Spring of 2027. The Project is seeking Tax Increment Financing ("TIF") incentives to fund the development.

The Developer desires to be reimbursed for the costs of eligible activities. Tax increment revenue generated by the Eligible Property will be captured by the Authority and used to reimburse the cost of the eligible activities completed on the Eligible Property after approval of this Brownfield Plan and an associated Reimbursement Agreement.

The costs listed in the table above are estimated costs and may increase or decrease depending on the nature and extent of environmental contamination and other unknown conditions encountered on the Eligible Property. The actual cost of those eligible activities encompassed by this Brownfield Plan that will qualify for reimbursement from tax increment revenues of the Authority from the Eligible Property shall be governed by the terms of a Reimbursement Agreement with the Authority (the "Reimbursement Agreement"). No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and/or the Development Agreement.

In accordance with this Brownfield Plan, and the associated Reimbursement Agreement (as permitted by MCL 125.2663b), the amount advanced by the Developer will be repaid by the Authority with interest at the rate set at 1.25% simple interest, solely from the tax increment revenues realized from the Eligible Property. Payments will be made to the full extent incremental property tax revenues are or become available for such purposes under the Act. Based on the projected cost of eligible activities and interest costs, this Brownfield Plan is estimated at $887,706 for Developer reimbursement. However, if the actual cost of eligible activities turns out to be lower than above estimates, interest reimbursement may be lower, subject to the 1.25% simple interest calculation.

Local tax increment revenues will first be used to pay or reimburse administrative expenses, second to repay Developer eligible activities and lastly to fund the Local Brownfield Revolving Fund ("LBRF"), described in the table above.

2.4 Estimate of Captured Taxable Value and Tax Increment Revenues (Section 13 (2)(c)); Impact of Tax Increment Financing On Taxing Jurisdictions (Section 13 (2)(g), Section 2(ss))

This Brownfield Plan anticipates the capture of tax increment revenues to reimburse the Developer for the costs of eligible activities under this Brownfield Plan in accordance with the Reimbursement Agreement. A table of estimated tax increment revenues to be captured is attached to this Brownfield Plan as Attachment C, Table 2. Tax increment revenue capture is expected to begin in 2027.

The Eligible Property is located within the City of Saginaw's Downtown Development District, managed by the Downtown Development Authority (DDA). The DDA has the authority to capture all tax increment revenues other than the state education tax and local or intermediate school district taxes. However, it is anticipated that an interlocal agreement will be executed between the DDA and the SBRA to allow 100% of the DDA's incremental revenue to be captured by the SBRA and used for the purposes described in this plan.

The total estimated cost of the eligible activities and other costs (including administrative fees, contingency, and LBRF deposits) to be reimbursed through the capture of tax increment revenue is projected to be $1,216,114. The estimated effective initial taxable value for this Brownfield Plan is $645,350 and is based on land and real property tax only. The initial taxable value of $645,350 is set in 2026, the year in which the Eligible Property was included in this plan. Renovation of the Eligible Property is expected to initially generate incremental taxable value in 2027 with the first significant increase in taxable value of approximately $744,650 beginning in 2027.

It is estimated that the Authority will capture the 2027 through 2056, inclusive, tax increment revenues to reimburse the cost of the eligible activities, reimburse interest, the LBRF, and pay Authority administrative fees. An estimated schedule of tax increment revenue reimbursement is provided as Attachment C, Table 3.

The captured incremental taxable value and associated tax increment revenue will be based on the actual increased taxable value from all taxable improvements on the Eligible Property and the actual millage rates levied by the various taxing jurisdictions during each year of the plan, as shown in Attachment C, Tables 2 and 3. The actual tax increment revenues captured will be based on taxable value set through the property assessment process by the local unit of government and equalized by the County and the millage rates set each year by the taxing jurisdictions.

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

Eligible activities are to be financed by the Developer. The Authority will reimburse the Developer for the cost of approved eligible activities, but only from tax increment revenues generated from the Eligible Property as available, and subject to the Reimbursement Agreement.

All reimbursements authorized under this Brownfield Plan shall be governed by the Reimbursement Agreement. The Authority shall not incur any note or bonded indebtedness to finance the purposes of this Brownfield Plan. The inclusion of eligible activities and estimates of costs to be reimbursed in this Brownfield Plan is intended to: (1) authorize the Authority to fund such reimbursements; and (2) provide the DDA with relevant information necessary to form and execute an interlocal agreement to fund such reimbursements. The inclusion of eligible activities and estimates of costs to be reimbursed in this Brownfield Plan does not obligate the Authority to fund any reimbursement or to enter into the Reimbursement Agreement providing for the reimbursement of any costs for which tax increment revenues may be captured under this Brownfield Plan, or which are permitted to be reimbursed under this Brownfield Plan. The amount and source of any tax increment revenues that will be used for purposes authorized by this Brownfield Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Brownfield Plan, will be provided solely under the Reimbursement Agreement contemplated by this Brownfield Plan.

2.6 Duration of Brownfield Plan (Section 13 (2)(f))

Current tax capture projections indicate the tax increment capture will continue for 30 years. In no event shall the duration of the Brownfield Plan exceed 35 years following the date of the resolution approving the Brownfield Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsection (4) and (5) of Section 13 of Act 381 or 30 years. Further, in no event shall the beginning date of the capture of tax increment revenues be later than five years after the date of the resolution approving the Brownfield Plan.

2.7 Effective Date of Inclusion in Brownfield Plan

The Eligible Property will become a part of this Brownfield Plan on the date this Brownfield Plan is approved by City Council. The date of tax capture shall commence during the year construction begins or the immediately following year—as increment revenue becomes available— but the beginning date of tax capture shall not exceed five years beyond the date of the governing body resolution approving the Brownfield Plan, as amended.

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

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

2.9 Local Brownfield Revolving Fund ("LBRF") (Section 8, Section 13(2)(m))

The Authority has established a Local Brownfield Revolving Fund ("LBRF"). The Authority will capture incremental local and state school taxes to fund the LBRF, to the extent allowed by law. The rate and schedule of incremental tax capture for the LBRF will be determined on a case-by-case basis. Considerations may include but not be limited to the following: total capture duration, total annual capture, project economic factors, level of existing LBRF funding, projected need for LBRF funds, and amount of school tax capture available in accordance with Act 381.

The amount of tax increment revenue authorized for capture and deposit in the LBRF is estimated at $267,602.

2.10 Other Information

The tax capture breakdown of tax increment revenues anticipated to become available for use in this Brownfield Plan, if all eligible activities, contingency and interest are reimbursed, is summarized below.

There are 32.8421 local mills available for capture. The requested tax capture for environmental and non-environmental eligible activities breaks down as follows:

Tax Capture

Local Tax Capture	Eligible Activities, Interest, Contingency
Local-Only tax capture	$887,706
Total	**$887,706**

Attachments

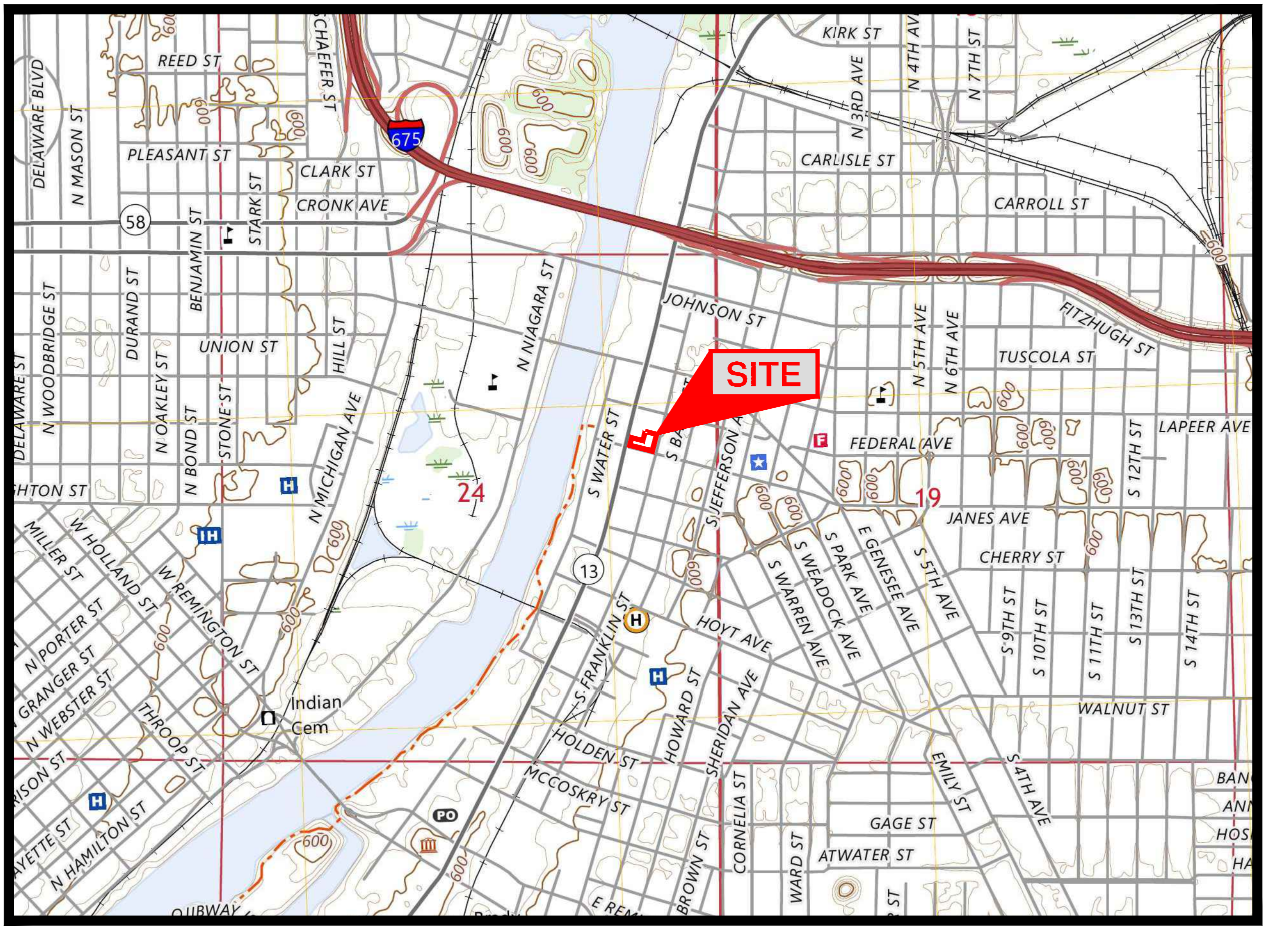
Attachment A

Site Maps and Photographs

SAGINAW QUADRANGLE

MICHIGAN - SAGINAW COUNTY

7.5 MINUTE SERIES (TOPOGRAPHIC)



T.12 N.-R.4 E.

1 — 0 — 1 MILE

1000 0 1000 2000 3000 4000 5000 6000 7000 FEET

1 — 0 — 1 KILOMETER

MICHIGAN QUADRANGLE LOCATION

IMAGE TAKEN FROM 2023 U.S.G.S. TOPOGRAPHIC MAP

AKT PEERLESS™ ENVIRONMENTAL SERVICES

SCALED PROPERTY LOCATION MAP

230 S. WASHINGTON AVENUE
SAGINAW, MICHIGAN
PROJECT NUMBER: 77882s3-7-25

DRAWN BY:	SES
DATE:	06/10/2026

FIGURE 1

AKTPEERLESS™
ENVIRONMENTAL SERVICES

ELIGIBLE PROPERTY BOUNDARY MAP

230 S. WASHINGTON AVENUE
SAGINAW, MICHIGAN
PROJECT NUMBER: 77882s3-7-25

LEGEND

= APPROXIMATE PROPERTY LINE

DRAWN BY: SES
DATE: 06/10/2026

0 30 60
SCALE: 1" = 60'

FIGURE 2

Attachment B

Legal Description

ATTACHMENT B

LEGAL DESCRIPTION

THE SPICER OFFICE REDEVELOPMENT PROJECT

230 South Washington Avenue, Saginaw, Michigan 48607

Parcel ID Number : 03 0111 00000

Legal Description: LOT 1, S 20 FT OF LOT 2, LOTS 10,11 & 12, BLK 33, MAP OF THE CITY OF EAST SAGINAW, ALSO COMMONLY KNOWN AS HOYT'S PLAT

Attachment C

Tables

Table 1. Eligible Activities
The Spicer Office Redevelopment Project
230 South Washington Avenue
Saginaw, MI
AKT Peerless Project No. 77882S
As of June 23, 2026

ELIGIBLE ACTIVITIES COST SUMMARY				Estimated Cost of Eligible Activity	Local-Only TIF
Work Plan Exempt Activities				$ 5,450	$ 5,450
TOTAL ENVIRONMENTAL ELIGIBLE ACTIVITIES				$ 5,450	$ 5,450
Demolition Activities				$ 475,000	$ 475,000
Lead, Asbestos, and/or Mold Activities				$ 32,500	$ 32,500
Site Preparation Activities				$ 15,000	$ 15,000
Eligible Infrastructure Improvement Activities				$ 4,000	$ 4,000
TOTAL NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES				$ 526,500	$ 526,500
Total Environmental and Non-Environmental Eligible Activities				$ 531,950	$ 531,950
15% Contingency on Eligible Activities				$ 72,225	$ 72,225
Brownfield Plan Preparation				$ 10,000	$ 10,000
Brownfield Plan Implementation				$ 5,000	$ 5,000
Total Eligible Activities Cost with 15% Contingency				$ 619,175	$ 619,175
Interest (calculated at 1.3%, simple)				$ 268,531	$ 268,531
Total Eligible Activities Cost, with Contingency & Interest				$ 887,706	$ 887,706
BRA Administration Fee				$ 60,806	
Local Brownfield Revolving Fund (LBRF)				$ 267,602	
Total Eligible Costs for Reimbursement				$1,216,114	$ 887,706

ELIGIBLE ACTIVITIES COST DETAIL	# of Units	Unit Type	Cost/Unit	Est. Total Cost	Local-Only
Work Plan Exempt Activities					
Mold Assessment	1	EA	$ 5,100	$ 5,100	Local-Only
Asbestos Survey	1	EA	$ 350	$ 350	Local-Only
subtotal				*$ 5,450*	
Demolition Activities					
Building Façade Demolition	1	T/M	$ 45,000	$ 45,000	Local-Only
Selective Demolition	1	T/M	$ 430,000	$ 430,000	Local-Only
subtotal				*$ 475,000*	
Lead, Asbestos, and/or Mold Activities					
Asbestos Abatement Activities	1	T/M	$ 25,000	$ 25,000	Local-Only
ACM Oversight Activities	1	T/M	$ 7,500	$ 7,500	Local-Only
subtotal				*$ 32,500*	
Site Preparation Activities					
Temprorary Traffic Control	1	T/M	$ 15,000	$ 15,000	Local-Only
subtotal				*$ 15,000*	
Eligible Infrastructure Improvement Activities					
Landscaping (ROW)	1	T/M	$ 4,000	$ 4,000	Local-Only
subtotal				*$ 4,000*	
Brownfield Plan & Act 381 Work Plan					Local-Only
Brownfield Plan	1	LS	$ 10,000	$ 10,000	$ 10,000.00
Implementation	1	LS	$ 5,000	$ 5,000	$ 5,000.00
subtotal				*$ 15,000*	

AKT PEERLESS ENVIRONMENTAL SERVICES

Table 2. Tax Increment Revenue Estimates

The Spicer Office Redevelopment Project
230 South Washington Avenue
Saginaw, MI
AKT Peerless Project No. 77882S3
As of June 23, 2026

		Estimated TV Increase rate:	1.02													
		Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14
		Calendar Year	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040
		Initial Taxable Value	$ 645,350	$ 645,350	$ 645,350	$ 645,350	$ 645,350	$ 645,350	$ 645,350	$ 645,350	$ 645,350	$ 645,350	$ 645,350	$ 645,350	$ 645,350	$ 645,350
		Initial TV (Homestead)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Post-Dev TV (Developer Estimated)		Estimated New TV	$ 1,390,000	$ 1,417,800	$ 1,446,156	$ 1,475,079	$ 1,504,581	$ 1,534,672	$ 1,565,366	$ 1,596,673	$ 1,628,607	$ 1,661,179	$ 1,694,402	$ 1,728,290	$ 1,762,856	$ 1,798,113
		New TV (Homestead)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
		Incremental Difference (New TV - Initial TV)	$ 744,650	$ 772,450	$ 800,806	$ 829,729	$ 859,231	$ 889,322	$ 920,016	$ 951,323	$ 983,257	$ 1,015,829	$ 1,049,052	$ 1,082,940	$ 1,117,506	$ 1,152,763
Local Capture	Millage Rate															
City Operating	6.3365	Incremental	$ 4,718	$ 4,895	$ 5,074	$ 5,258	$ 5,445	$ 5,635	$ 5,830	$ 6,028	$ 6,230	$ 6,437	$ 6,647	$ 6,862	$ 7,081	$ 7,304
County Operating	4.8485	Incremental	$ 3,610	$ 3,745	$ 3,883	$ 4,023	$ 4,166	$ 4,312	$ 4,461	$ 4,612	$ 4,767	$ 4,925	$ 5,086	$ 5,251	$ 5,418	$ 5,589
ISD SAG SPEC ED	1.9389	Incremental	$ 1,444	$ 1,498	$ 1,553	$ 1,609	$ 1,666	$ 1,724	$ 1,784	$ 1,845	$ 1,906	$ 1,970	$ 2,034	$ 2,100	$ 2,167	$ 2,235
ISD SAG/CTE	1.1438	Incremental	$ 852	$ 884	$ 916	$ 949	$ 983	$ 1,017	$ 1,052	$ 1,088	$ 1,125	$ 1,162	$ 1,200	$ 1,239	$ 1,278	$ 1,319
ISD Voted	1.5611	Incremental	$ 1,162	$ 1,206	$ 1,250	$ 1,295	$ 1,341	$ 1,388	$ 1,436	$ 1,485	$ 1,535	$ 1,586	$ 1,638	$ 1,691	$ 1,745	$ 1,800
Delta College	2.0559	Incremental	$ 1,531	$ 1,588	$ 1,646	$ 1,706	$ 1,766	$ 1,828	$ 1,891	$ 1,956	$ 2,021	$ 2,088	$ 2,157	$ 2,226	$ 2,297	$ 2,370
STARS	3.2000	Incremental	$ 2,383	$ 2,472	$ 2,563	$ 2,655	$ 2,750	$ 2,846	$ 2,944	$ 3,044	$ 3,146	$ 3,251	$ 3,357	$ 3,465	$ 3,576	$ 3,689
Sag Pub Library	3.9947	Incremental	$ 2,975	$ 3,086	$ 3,199	$ 3,315	$ 3,432	$ 3,553	$ 3,675	$ 3,800	$ 3,928	$ 4,058	$ 4,191	$ 4,326	$ 4,464	$ 4,605
County - Senior Cit	0.6900	Incremental	$ 514	$ 533	$ 553	$ 573	$ 593	$ 614	$ 635	$ 656	$ 678	$ 701	$ 724	$ 747	$ 771	$ 795
County - Mosq Control	1.0000	Incremental	$ 745	$ 772	$ 801	$ 830	$ 859	$ 889	$ 920	$ 951	$ 983	$ 1,016	$ 1,049	$ 1,083	$ 1,118	$ 1,153
County - Animal Control	0.4243	Incremental	$ 316	$ 328	$ 340	$ 352	$ 365	$ 377	$ 390	$ 404	$ 417	$ 431	$ 445	$ 459	$ 474	$ 489
County - Event Center	0.4493	Incremental	$ 335	$ 347	$ 360	$ 373	$ 386	$ 400	$ 413	$ 427	$ 442	$ 456	$ 471	$ 487	$ 502	$ 518
County - Parks and Rec	0.2937	Incremental	$ 219	$ 227	$ 235	$ 244	$ 252	$ 261	$ 270	$ 279	$ 289	$ 298	$ 308	$ 318	$ 328	$ 339
County - Castle Mus	0.1994	Incremental	$ 148	$ 154	$ 160	$ 165	$ 171	$ 177	$ 183	$ 190	$ 196	$ 203	$ 209	$ 216	$ 223	$ 230
County - Sheriff	1.7473	Incremental	$ 1,301	$ 1,350	$ 1,399	$ 1,450	$ 1,501	$ 1,554	$ 1,608	$ 1,662	$ 1,718	$ 1,775	$ 1,833	$ 1,892	$ 1,953	$ 2,014
County - 911	0.2795	Incremental	$ 208	$ 216	$ 224	$ 232	$ 240	$ 249	$ 257	$ 266	$ 275	$ 284	$ 293	$ 303	$ 312	$ 322
County Health Dept	0.4792	Incremental	$ 357	$ 370	$ 384	$ 398	$ 412	$ 426	$ 441	$ 456	$ 471	$ 487	$ 503	$ 519	$ 536	$ 552
County Roads	2.0000	Incremental	$ 1,489	$ 1,545	$ 1,602	$ 1,659	$ 1,718	$ 1,779	$ 1,840	$ 1,903	$ 1,967	$ 2,032	$ 2,098	$ 2,166	$ 2,235	$ 2,306
County Zoo	0.2000	Incremental	$ 149	$ 154	$ 160	$ 166	$ 172	$ 178	$ 184	$ 190	$ 197	$ 203	$ 210	$ 217	$ 224	$ 231
Local Total	32.8421															
Total Local Tax Increment Revenue Capture			$ 24,456	$ 25,369	$ 26,300	$ 27,250	$ 28,219	$ 29,207	$ 30,215	$ 31,243	$ 32,292	$ 33,362	$ 34,453	$ 35,566	$ 36,701	$ 37,859
Non-Capturable Millages	Millage Rate															
School Debt	4.2200	New TV	$ 5,866	$ 5,983	$ 6,103	$ 6,225	$ 6,349	$ 6,476	$ 6,606	$ 6,738	$ 6,873	$ 7,010	$ 7,150	$ 7,293	$ 7,439	$ 7,588
School Debt #2	4.8800	New TV	$ 6,783	$ 6,919	$ 7,057	$ 7,198	$ 7,342	$ 7,489	$ 7,639	$ 7,792	$ 7,948	$ 8,107	$ 8,269	$ 8,434	$ 8,603	$ 8,775
County - Hosp Debt	0.3800	New TV	$ 528	$ 539	$ 550	$ 561	$ 572	$ 583	$ 595	$ 607	$ 619	$ 631	$ 644	$ 657	$ 670	$ 683
Police/Fire July/Dec	7.5000	New TV	$ 10,425	$ 10,634	$ 10,846	$ 11,063	$ 11,284	$ 11,510	$ 11,740	$ 11,975	$ 12,215	$ 12,459	$ 12,708	$ 12,962	$ 13,221	$ 13,486
DDA 2 MILL LEVY	2.0000	New TV	$ 2,780	$ 2,836	$ 2,892	$ 2,950	$ 3,009	$ 3,069	$ 3,131	$ 3,193	$ 3,257	$ 3,322	$ 3,389	$ 3,457	$ 3,526	$ 3,596
Total Non-Capturable Taxes	18.9800															

AKTPEERLESS ENVIRONMENTAL SERVICES

Table 2. Tax Increment Revenue Estimates
The Spicer Office Redevelopment Project
230 South Washington Avenue
Saginaw, MI
AKT Peerless Project No. 77882S3
As of June 23, 2026

15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL
2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	
$ 645,350	$ 645,350	$ 645,350	$ 645,350	$ 645,350	$ 645,350	$ 645,350	$ 645,350	$ 645,350	$ 645,350	$ 645,350	$ 645,350	$ 645,350	$ 645,350	$ 645,350	$ 645,350	
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
$ 1,834,075	$ 1,870,757	$ 1,908,172	$ 1,946,336	$ 1,985,262	$ 2,024,968	$ 2,065,467	$ 2,106,776	$ 2,148,912	$ 2,191,890	$ 2,235,728	$ 2,280,442	$ 2,326,051	$ 2,372,572	$ 2,420,024	$ 2,468,424	
$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
$ 1,188,725	$ 1,225,407	$ 1,262,822	$ 1,300,986	$ 1,339,912	$ 1,379,618	$ 1,420,117	$ 1,461,426	$ 1,503,562	$ 1,546,540	$ 1,590,378	$ 1,635,092	$ 1,680,701	$ 1,727,222	$ 1,774,674	$ 1,823,074	
$ 7,532	$ 7,765	$ 8,002	$ 8,244	$ 8,490	$ 8,742	$ 8,999	$ 9,260	$ 9,527	$ 9,800	$ 10,077	$ 10,361	$ 10,650	$ 10,945	$ 11,245	$ 11,552	$ 234,635
$ 5,764	$ 5,941	$ 6,123	$ 6,308	$ 6,497	$ 6,689	$ 6,885	$ 7,086	$ 7,290	$ 7,498	$ 7,711	$ 7,928	$ 8,149	$ 8,374	$ 8,605	$ 8,839	$ 179,536
$ 2,305	$ 2,376	$ 2,448	$ 2,522	$ 2,598	$ 2,675	$ 2,753	$ 2,834	$ 2,915	$ 2,999	$ 3,084	$ 3,170	$ 3,259	$ 3,349	$ 3,441	$ 3,535	$ 71,796
$ 1,360	$ 1,402	$ 1,444	$ 1,488	$ 1,533	$ 1,578	$ 1,624	$ 1,672	$ 1,720	$ 1,769	$ 1,819	$ 1,870	$ 1,922	$ 1,976	$ 2,030	$ 2,085	$ 42,354
$ 1,856	$ 1,913	$ 1,971	$ 2,031	$ 2,092	$ 2,154	$ 2,217	$ 2,281	$ 2,347	$ 2,414	$ 2,483	$ 2,553	$ 2,624	$ 2,696	$ 2,770	$ 2,846	$ 57,806
$ 2,444	$ 2,519	$ 2,596	$ 2,675	$ 2,755	$ 2,836	$ 2,920	$ 3,005	$ 3,091	$ 3,180	$ 3,270	$ 3,362	$ 3,455	$ 3,551	$ 3,649	$ 3,748	$ 76,128
$ 3,804	$ 3,921	$ 4,041	$ 4,163	$ 4,288	$ 4,415	$ 4,544	$ 4,677	$ 4,811	$ 4,949	$ 5,089	$ 5,232	$ 5,378	$ 5,527	$ 5,679	$ 5,834	$ 118,493
$ 4,749	$ 4,895	$ 5,045	$ 5,197	$ 5,353	$ 5,511	$ 5,673	$ 5,838	$ 6,006	$ 6,178	$ 6,353	$ 6,532	$ 6,714	$ 6,900	$ 7,089	$ 7,283	$ 147,920
$ 820	$ 846	$ 871	$ 898	$ 925	$ 952	$ 980	$ 1,008	$ 1,037	$ 1,067	$ 1,097	$ 1,128	$ 1,160	$ 1,192	$ 1,225	$ 1,258	$ 25,550
$ 1,189	$ 1,225	$ 1,263	$ 1,301	$ 1,340	$ 1,380	$ 1,420	$ 1,461	$ 1,504	$ 1,547	$ 1,590	$ 1,635	$ 1,681	$ 1,727	$ 1,775	$ 1,823	$ 37,029
$ 504	$ 520	$ 536	$ 552	$ 569	$ 585	$ 603	$ 620	$ 638	$ 656	$ 675	$ 694	$ 713	$ 733	$ 753	$ 774	$ 15,711
$ 534	$ 551	$ 567	$ 585	$ 602	$ 620	$ 638	$ 657	$ 676	$ 695	$ 715	$ 735	$ 755	$ 776	$ 797	$ 819	$ 16,637
$ 349	$ 360	$ 371	$ 382	$ 394	$ 405	$ 417	$ 429	$ 442	$ 454	$ 467	$ 480	$ 494	$ 507	$ 521	$ 535	$ 10,875
$ 237	$ 244	$ 252	$ 259	$ 267	$ 275	$ 283	$ 291	$ 300	$ 308	$ 317	$ 326	$ 335	$ 344	$ 354	$ 364	$ 7,384
$ 2,077	$ 2,141	$ 2,207	$ 2,273	$ 2,341	$ 2,411	$ 2,481	$ 2,554	$ 2,627	$ 2,702	$ 2,779	$ 2,857	$ 2,937	$ 3,018	$ 3,101	$ 3,185	$ 64,701
$ 332	$ 343	$ 353	$ 364	$ 375	$ 386	$ 397	$ 408	$ 420	$ 432	$ 445	$ 457	$ 470	$ 483	$ 496	$ 510	$ 10,350
$ 570	$ 587	$ 605	$ 623	$ 642	$ 661	$ 681	$ 700	$ 721	$ 741	$ 762	$ 784	$ 805	$ 828	$ 850	$ 874	$ 17,744
$ 2,377	$ 2,451	$ 2,526	$ 2,602	$ 2,680	$ 2,759	$ 2,840	$ 2,923	$ 3,007	$ 3,093	$ 3,181	$ 3,270	$ 3,361	$ 3,454	$ 3,549	$ 3,646	$ 74,058
$ 238	$ 245	$ 253	$ 260	$ 268	$ 276	$ 284	$ 292	$ 301	$ 309	$ 318	$ 327	$ 336	$ 345	$ 355	$ 365	$ 7,406
$ 39,040	$ 40,245	$ 41,474	$ 42,727	$ 44,006	$ 45,310	$ 46,640	$ 47,996	$ 49,380	$ 50,792	$ 52,231	$ 53,700	$ 55,198	$ 56,726	$ 58,284	$ 59,874	$ 1,216,114
$ 7,740	$ 7,895	$ 8,052	$ 8,214	$ 8,378	$ 8,545	$ 8,716	$ 8,891	$ 9,068	$ 9,250	$ 9,435	$ 9,623	$ 9,816	$ 10,012	$ 10,212	$ 10,417	$ 237,964
$ 8,950	$ 9,129	$ 9,312	$ 9,498	$ 9,688	$ 9,882	$ 10,079	$ 10,281	$ 10,487	$ 10,696	$ 10,910	$ 11,129	$ 11,351	$ 11,578	$ 11,810	$ 12,046	$ 275,181
$ 697	$ 711	$ 725	$ 740	$ 754	$ 769	$ 785	$ 801	$ 817	$ 833	$ 850	$ 867	$ 884	$ 902	$ 920	$ 938	$ 21,428
$ 13,756	$ 14,031	$ 14,311	$ 14,598	$ 14,889	$ 15,187	$ 15,491	$ 15,801	$ 16,117	$ 16,439	$ 16,768	$ 17,103	$ 17,445	$ 17,794	$ 18,150	$ 18,513	$ 422,922
$ 3,668	$ 3,742	$ 3,816	$ 3,893	$ 3,971	$ 4,050	$ 4,131	$ 4,214	$ 4,298	$ 4,384	$ 4,471	$ 4,561	$ 4,652	$ 4,745	$ 4,840	$ 4,937	$ 112,779

AKTPEERLESS ENVIRONMENTAL SERVICES

Table 3. Reimbursement Allocation Schedule

The Spicer Office Redevelopment Project
230 South Washington Avenue
Saginaw, MI
AKT Peerless Project No. 77882S
As of June 23, 2026

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	42.2%	$ -		$ -
Local	57.8%	$ -	$ 887,706	$ 887,706
TOTAL		$ -	$ 887,706	$ 887,706
EGLE	#DIV/0!	$ -		
MSF	#DIV/0!	$ -		

Estimated Total Years of Plan: 30

- Estimated Capture
- Administrative Fees
- State Revolving Fund
- LBRF

		1	2	3	4	5	6	7	8	9	10	11	12
	Plan Year	1	2	3	4	5	6	7	8	9	10	11	12
	Calendar Year	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038
Total Local Incremental Revenue		$ 24,456	$ 25,369	$ 26,300	$ 27,250	$ 28,219	$ 29,207	$ 30,215	$ 31,243	$ 32,292	$ 33,362	$ 34,453	$ 35,566
BRA Administrative Fee		$ 1,223	$ 1,268	$ 1,315	$ 1,363	$ 1,411	$ 1,460	$ 1,511	$ 1,562	$ 1,615	$ 1,668	$ 1,723	$ 1,778
Local TIR Available for Reimbursement		$ 23,233	$ 24,100	$ 24,985	$ 25,888	$ 26,808	$ 27,747	$ 28,704	$ 29,681	$ 30,678	$ 31,694	$ 32,730	$ 33,788
Total State & Local TIR Available		$ 23,233	$ 24,100	$ 24,985	$ 25,888	$ 26,808	$ 27,747	$ 28,704	$ 29,681	$ 30,678	$ 31,694	$ 32,730	$ 33,788
DEVELOPER	Beginning Balance												
DEVELOPER Reimbursement Balance	$ 887,706	$ 864,473	$ 840,373	$ 815,388	$ 789,500	$ 762,692	$ 734,945	$ 706,241	$ 676,560	$ 645,882	$ 614,188	$ 581,458	$ 547,670
LOCAL-ONLY Reimbursement Balance	$ 887,706	$ 864,473	$ 840,373	$ 815,388	$ 789,500	$ 762,692	$ 734,945	$ 706,241	$ 676,560	$ 645,882	$ 614,188	$ 581,458	$ 547,670
Eligible Activities Reimbursement	$ 619,175	$ 23,233	$ 24,100	$ 24,985	$ 25,888	$ 26,808	$ 27,747	$ 28,704	$ 29,681	$ 30,678	$ 31,694	$ 32,730	$ 33,788
Interest Reimbursement	$ 268,531	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Local-Only TIR Reimbursement		$ 23,233	$ 24,100	$ 24,985	$ 25,888	$ 26,808	$ 27,747	$ 28,704	$ 29,681	$ 30,678	$ 31,694	$ 32,730	$ 33,788
Total Annual Developer Reimbursement		$ 23,233	$ 24,100	$ 24,985	$ 25,888	$ 26,808	$ 27,747	$ 28,704	$ 29,681	$ 30,678	$ 31,694	$ 32,730	$ 33,788
LOCAL-ONLY Reimbursement Balance	$ 887,706	$ 864,473	$ 840,373	$ 815,388	$ 789,500	$ 762,692	$ 734,945	$ 706,241	$ 676,560	$ 645,882	$ 614,188	$ 581,458	$ 547,670
Eligible Activities Reimbursement	$ 619,175	$ 23,233	$ 24,100	$ 24,985	$ 25,888	$ 26,808	$ 27,747	$ 28,704	$ 29,681	$ 30,678	$ 31,694	$ 32,730	$ 33,788
Interest Reimbursement	$ 268,531	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Local-Only TIR Reimbursement		$ 23,233	$ 24,100	$ 24,985	$ 25,888	$ 26,808	$ 27,747	$ 28,704	$ 29,681	$ 30,678	$ 31,694	$ 32,730	$ 33,788
Total Annual Developer Reimbursement		$ 23,233	$ 24,100	$ 24,985	$ 25,888	$ 26,808	$ 27,747	$ 28,704	$ 29,681	$ 30,678	$ 31,694	$ 32,730	$ 33,788
LOCAL BROWNFIELD REVOLV. FUND	LBRF Year	0	0	0	0	0	0	0	0	0	0	0	0
LBRF Deposits		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
STATE	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
LOCAL	*no maximum*		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

AKT PEERLESS ENVIRONMENTAL SERVICES

Table 3. Reimbursement Allocation Schedule

The Spicer Office Redevelopment Project
230 South Washington Avenue
Saginaw, MI
AKT Peerless Project No. 77882S
As of June 23, 2026

$	60,806
$	-
$	267,602

Interest	Proportionality	School & Local Taxes
EGLE	#DIV/0!	$ -
MSF	#DIV/0!	$ -

		13	14	15	16	17	18	19	20	21	22	23	24
Plan Year		13	14	15	16	17	18	19	20	21	22	23	24
Calendar Year		2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050
Total Local Incremental Revenue		$ 36,701	$ 37,859	$ 39,040	$ 40,245	$ 41,474	$ 42,727	$ 44,006	$ 45,310	$ 46,640	$ 47,996	$ 49,380	$ 50,792
BRA Administrative Fee		$ 1,835	$ 1,893	$ 1,952	$ 2,012	$ 2,074	$ 2,136	$ 2,200	$ 2,265	$ 2,332	$ 2,400	$ 2,469	$ 2,540
Local TIR Available for Reimbursement		$ 34,866	$ 35,966	$ 37,088	$ 38,233	$ 39,400	$ 40,591	$ 41,805	$ 43,044	$ 44,308	$ 45,596	$ 46,911	$ 48,252
Total State & Local TIR Available		$ 34,866	$ 35,966	$ 37,088	$ 38,233	$ 39,400	$ 40,591	$ 41,805	$ 43,044	$ 44,308	$ 45,596	$ 46,911	$ 48,252
DEVELOPER	Beginning Balance												
DEVELOPER Reimbursement Balance	*$ 887,706*	*$ 512,804*	*$ 476,838*	*$ 439,749*	*$ 401,517*	*$ 362,117*	*$ 321,526*	*$ 279,721*	*$ 236,677*	*$ 192,369*	*$ 146,772*	*$ 99,861*	*$ 51,609*
LOCAL-ONLY Reimbursement Balance	*$ 887,706*	*$ 512,804*	*$ 476,838*	*$ 439,749*	*$ 401,517*	*$ 362,117*	*$ 321,526*	*$ 279,721*	*$ 236,677*	*$ 192,369*	*$ 146,772*	*$ 99,861*	*$ 51,609*
Eligible Activities Reimbursement	$ 619,175	$ 34,866	$ 35,966	$ 37,088	$ 38,233	$ 39,400	$ 40,591	$ 41,805	$ 11,189	$ -	$ -	$ -	$ -
Interest Reimbursement	$ 268,531	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 31,855	$ 44,308	$ 45,596	$ 46,911	$ 48,252
Total Local-Only TIR Reimbursement		$ 34,866	$ 35,966	$ 37,088	$ 38,233	$ 39,400	$ 40,591	$ 41,805	$ 43,044	$ 44,308	$ 45,596	$ 46,911	$ 48,252
Total Annual Developer Reimbursement		$ 34,866	$ 35,966	$ 37,088	$ 38,233	$ 39,400	$ 40,591	$ 41,805	$ 43,044	$ 44,308	$ 45,596	$ 46,911	$ 48,252
LOCAL-ONLY Reimbursement Balance	*$ 887,706*	*$ 512,804*	*$ 476,838*	*$ 439,749*	*$ 401,517*	*$ 362,117*	*$ 321,526*	*$ 279,721*	*$ 236,677*	*$ 192,369*	*$ 146,772*	*$ 99,861*	*$ 51,609*
Eligible Activities Reimbursement	$ 619,175	$ 34,866	$ 35,966	$ 37,088	$ 38,233	$ 39,400	$ 40,591	$ 41,805	$ 11,189	$ -	$ -	$ -	$ -
Interest Reimbursement	$ 268,531	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 31,855	$ 44,308	$ 45,596	$ 46,911	$ 48,252
Total Local-Only TIR Reimbursement		$ 34,866	$ 35,966	$ 37,088	$ 38,233	$ 39,400	$ 40,591	$ 41,805	$ 43,044	$ 44,308	$ 45,596	$ 46,911	$ 48,252
Total Annual Developer Reimbursement		$ 34,866	$ 35,966	$ 37,088	$ 38,233	$ 39,400	$ 40,591	$ 41,805	$ 43,044	$ 44,308	$ 45,596	$ 46,911	$ 48,252
LOCAL BROWNFIELD REVOLV. FUND	LBRF Year	0	0	0	0	0	0	0	0	0	0	0	0
LBRF Deposits		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
STATE	*$ -*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
LOCAL	*no maximum*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

Table 3. Reimbursement Allocation Schedule

The Spicer Office Redevelopment Project
230 South Washington Avenue
Saginaw, MI
AKT Peerless Project No. 77882S
As of June 23, 2026

							End Plan	
	Plan Year	25	26	27	28	29	30	TOTAL
	Calendar Year	2051	2052	2053	2054	2055	2056	
Total Local Incremental Revenue		$ 52,231	$ 53,700	$ 55,198	$ 56,726	$ 58,284	$ 59,874	
BRA Administrative Fee		$ 2,612	$ 2,685	$ 2,760	$ 2,836	$ 2,914	$ 2,994	
Local TIR Available for Reimbursement		$ 49,620	$ 51,015	$ 52,438	$ 53,889	$ 55,370	$ 56,880	
Total State & Local TIR Available		$ 49,620	$ 51,015	$ 52,438	$ 53,889	$ 55,370	$ 56,880	
DEVELOPER	Beginning Balance							
DEVELOPER Reimbursement Balance	*$ 887,706*	*$ 1,989*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	
LOCAL-ONLY Reimbursement Balance	*$ 887,706*	*$ 1,989*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	
Eligible Activities Reimbursement	$ 619,175	$ -	$ -	$ -	$ -	$ -	$ -	$ 619,175
Interest Reimbursement	$ 268,531	$ 49,620	$ 1,989	$ -	$ -	$ -	$ -	$ 268,531
Total Local-Only TIR Reimbursement		$ 49,620	$ 1,989	$ -	$ -	$ -	$ -	$ 887,706
Total Annual Developer Reimbursement		$ 49,620	$ 1,989	$ -	$ -	$ -	$ -	$ 887,706
LOCAL-ONLY Reimbursement Balance	*$ 887,706*	*$ 1,989*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	
Eligible Activities Reimbursement	$ 619,175	$ -	$ -	$ -	$ -	$ -	$ -	
Interest Reimbursement	$ 268,531	$ 49,620	$ 1,989	$ -	$ -	$ -	$ -	
Total Local-Only TIR Reimbursement		$ 49,620	$ 1,989	$ -	$ -	$ -	$ -	$ 887,706
Total Annual Developer Reimbursement		$ 49,620	$ 1,989	$ -	$ -	$ -	$ -	
LOCAL BROWNFIELD REVOLV. FUND	LBRF Year	0	1	2	3	4	5	
LBRF Deposits		$ -	$ 49,025	$ 52,438	$ 53,889	$ 55,370	$ 56,880	
STATE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
LOCAL	*no maximum*	$ -	$ 49,025	$ 52,438	$ 53,889	$ 55,370	$ 56,880	

AKT PEERLESS
ENVIRONMENTAL SERVICES

Attachment D

Functional Obsolescence Affidavit

CITY OF SAGINAW

ASSESSOR'S OFFICE
1315 S WASHINGTON AVE
SAGINAW, MI 48601

Wednesday, May 13, 2026

Michigan Department of Treasury
State Tax Commission
Treasury Building
Lansing, MI 48922

Re: Spicer Building, 230 S Washington Ave. Saginaw, MI 48607

To Whom It May Concern:

Please allow this letter to serve as finding by the City of Saginaw Assessors Office that the building located at the above address is functionally obsolete.

The building is a 3-story, 40,485-square-foot office building constructed in 1926 and is currently occupied by Spicer Group, Inc. It will need extensive rehabilitation of the exterior envelope system and the mechanical systems. The granite and brick façade has ongoing deterioration allowing moisture to penetrate the building, creating operational and safety concerns. Rehabilitation will require demolition and replacement of the existing façade system including new masonry, new vapor barrier, replacement windows and exterior doors. In addition to the failing exterior system, the building's mechanical systems are obsolete. The existing boiler system has significant leakage and deterioration requiring a complete and imminent replacement for continued occupancy.These improvements are necessary to restore the building to a safe, functional, and market-competitive condition.

If you have any questions, feel free to contact our office.

Sincerely,

Lori D. Brown

Lori D. Brown, MAAO (3)
City Assessor
City of Saginaw
(989) 759-1473
lbrown@saginaw-mi.com

Attachment E

DDA Interlocal Agreement

INTERLOCAL AGREEMENT TO USE LOCAL TAX INCREMENT REVENUES FOR THE SPICER OFFICE BROWNFIELD REDEVELOPMENT PROJECT

WHEREAS, the Urban Cooperation Act, PA 7 of 1967, Extra Session, provides that a public agency may enter into interlocal agreements with other public agencies to exercise jointly any power, privilege, or authority that the agencies share to in common and that each might exercise separately; and

WHEREAS, the City of Saginaw Downtown Development Authority (DDA) was duly established pursuant to PA 197 of 1975, as repealed and replaced by PA 57 of 2018; and

WHEREAS, the Saginaw Brownfield Redevelopment Authority (SBRA) was duly established pursuant to PA 381 of 1996, as amended; and

WHEREAS, the SBRA and DDA are each considered a "public agency" under the Urban Cooperation Act; and

WHEREAS, the SBRA has the authority to pay for "eligible activities" and capture tax increment revenues generated by the levy of certain taxes via approved brownfield plans pursuant to and as described in PA 381 of 1996; and

WHEREAS, the DDA has the authority to pay for certain eligible activities and capture tax increment revenues generated by the levy of certain taxes on the property in the DDA district pursuant to the Tax Increment Financing and Development Plan (the DDA plan) developed under PA 57 of 2018; and

WHEREAS, the DDA and the SBRA enter into this Interlocal Agreement to transfer the DDA tax increment revenues to the SBRA to reimburse the Act 381 "eligible activities" pursuant to the Spicer Office Redevelopment Brownfield Plan and Reimbursement Agreement.

THEREFORE, the DDA and SBRA agree as follows:

1. <u>Transfer and Use of Tax Increment Revenues.</u> Only upon affirmative vote by the City of Saginaw (the City) and SBRA approving the Brownfield Plan and Reimbursement Agreement, shall the tax increment revenues captured by the DDA on the subject property specified in Brownfield Plan be transferred to the SBRA to reimburse approved eligible activities for the project, SBRA administration fees and SBRA Local Brownfield Revolving Fund payments.
2. <u>Limitation to Tax Increment Revenues from Eligible Property.</u> The DDA shall only transfer to the SBRA the tax increment revenues generated by the eligible property to reimburse for approved eligible activity costs identified in the approved Brownfield Plan and Reimbursement Agreement and authorized by Act 381. Upon conclusion or

dissolution of the Brownfield Plan and Reimbursement Agreement, all tax increment revenues generated by the eligible property shall be captured by the DDA as stated in the DDA Plan.

3. DDA Obligation Subordinate to Existing Bonds. The DDA's obligation to transfer tax revenues to the SBRA pursuant to this Agreement is subordinate to, and contingent upon the ability of the DDA to capture sufficient tax increment revenues from the captured assessed value of the property in its Downtown District other than the eligible property to pay its annual debt service obligations on bonds and other obligations issued by the DDA. In the event that the DDA does not have sufficient funds from tax increment revenues from the captured assessed values of the property in its Downtown District other than the eligible property to pay its annual debt service on such bonds or other obligations, then the DDA shall not be obligated to transfer tax increment financing revenues generated from the eligible property to pay its annual debt service obligations. In such instances where the DDA uses tax increment revenues from the eligible property to pay its annual debt service on such bonds or other obligations, it is understood that once these obligations are met the transfer of remaining tax increment revenues from the eligible property will continue until eligible activities are reimbursed or the Brownfield Plan expires, whichever occurs first.
4. SBRA as Agent under This Agreement. The parties designate the SBRA as the agent to receive and disburse all tax increment revenues generated by the eligible property until such time as all obligations of the approved Brownfield Plan and Reimbursement Agreement have been satisfied.
5. SBRA as Agent under Reimbursement Agreements. The parties agree to designate the SBRA as agent to develop and enforce the terms of any Reimbursement Agreement executed with outside parties pursuant to the approved Brownfield Plan.
6. Effective Date. The Agreement shall commence upon its approval by the legislative bodies of the DDA and SBRA, following a public hearing held by each public agency, and duly executed by their authorized representatives and filed with the City Clerk and Secretary of State of the State of Michigan as required by the Urban Cooperation Act.
7. Severability. To the extent that any provision contained in this Agreement is deemed unenforceable, to the extent possible, the remaining terms shall remain in full effect.
8. The DDA and SBRA, by their authorized representatives, have executed this Agreement as indicated on the attached signature page:

This agreement was approved by the City of Saginaw Downtown Development Authority. The Vice Chair was authorized to sign this Agreement on the ___ day of ____________, 2026 and was executed by the Vice Chair on the ___ day of ____________, 2026.

CITY OF SAGINAW DOWNTOWN
DEVELOPMENT AUTHORITY

____
Michael Hanley, Vice Chair

This agreement was approved by the City of Saginaw Brownfield Redevelopment Authority. The Vice Chairperson was authorized to sign this Agreement on the ___ day of ____________, 2026 and was executed by the Vice Chairperson on the ___ day of ____________, 2026.

CITY OF SAGINAW BROWNFIELD
REDEVELOPMENT AUTHORITY

____
Lori Brown, Vice Chair

COUNCIL COMMUNICATION R-2

From: Brownfield Redevelopment Authority

Subject: Brownfield Plan Amendment for the Tri-Star Trust Redevelopment Project located at 833 South Washington Avenue

Prepared by: Yolanda M. Bland, Office of Management and Budget

Manager's Recommendation:

It is recommended that City Council approve the resolution to amend the Brownfield Plan for the Tri-Star Trust Redevelopment Project located at 833 South Washington Avenue.

Justification:

On August 26, 2026, the Brownfield Redevelopment Authority approved the Brownfield Plan for the Tri-Star Trust Redevelopment Project, which is located at 833 South Washington Avenue in the City of Saginaw. The project will demolish the existing structures and new construction of a 10,050 square foot, two-story, Class A riverfront commercial building. Associated site improvements include a new 56-space parking lot, on-street parking, landscaped islands, street trees, and green space improvements along South Washington Avenue and Meredith Street. The project will also include the construction of an entry plaza and patio area adjacent to the building. Construction is expected to begin in Fall of 2026.

The Brownfield Plan has been created for the purpose of facilitating the redevelopment of the property and to allow for Tax Increment Financing (TIF) incentives to be received through the Brownfield Redevelopment Act.

The original Brownfield Plan was adopted by City Council on May 17, 1999, in compliance with Public Act 381 of 1996. The purpose of Brownfield legislation is to assist in the development of vacant and/or underutilized sites. Public Act 381 of 1996 requires that City Council approves the plan and adopts a resolution after a duly advertised public hearing. The public hearing on the proposed plan is also on the council agenda for this meeting.

Council Action:

This Council Communication is for explanation purposes only of the Resolution to be adopted.

AMEND THE BROWNFIELD PLAN FOR THE CITY OF SAGINAW TO INCLUDE THE TRI-STAR TRUST REDEVELOPMENT PROJECT LOCATED AT 833 SOUTH WASHINGTON AVENUE

Moved by Council Member __________, seconded by Council Member _________ to adopt the following resolution:

WHEREAS: the City of Saginaw established the City of Saginaw Brownfield Redevelopment Authority (the "Authority") pursuant to the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"); and

WHEREAS: pursuant to the Act, the Authority approved a Brownfield Plan for the property located at 833 South Washington Avenue in the City of Saginaw on August 26, 2026; and

WHEREAS: the City of Saginaw has determined the property located at 833 South Washington Avenue is eligible property, as defined by the Act and has determined that the Brownfield Plan (the "Plan") submitted for 833 South Washington Avenue meets all the requirements for a Brownfield Plan set forth in Section 13 of the Act; and

WHEREAS: as a result of its review of the Plan and upon consideration of the views and recommendations of the Authority, the Saginaw City Council desires to proceed with approval of the Plan.

NOW THEREFORE, BE IT RESOLVED THAT:

1. **Plan Approval.** The City of Saginaw hereby approves the Plan in the form of the Brownfield Redevelopment Authority Reimbursement Agreement and the Downtown Development Authority's interlocal agreement with the Saginaw Brownfield Redevelopment Authority pertaining to the use of local tax increment revenues.

2. **Severability.** Should any section, clause or phrase of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.

3. **Repeals.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed:

Ayes:
Nays:
Absent:

RESOLUTION DECLARED ADOPTED

I, Kristine Bolzman, City Clerk of the City of Saginaw, Michigan, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City of Saginaw, Saginaw County, State of Michigan, at a public meeting held on September 14, 2026; the original thereof is on file in the records of my office; the meeting was conducted and public notice of said meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1976, as amended, and minutes of this meeting were kept and will be made available as required.

Kristine Bolzman, MiPMC/CMC
City Clerk

SAGINAW BROWNFIELD REDEVELOPMENT AUTHORITY

BROWNFIELD PLAN

833 South Washington Avenue, Saginaw, Michigan 48601

PREPARED BY	Saginaw Brownfield Redevelopment Authority 1315 South Washington Avenue Saginaw, Michigan, 48601 Contact Person: Tom Miller Email: tmiller@saginawfuture.com Phone: (989) 754-8222 Ext.238 AKT Peerless 22725 Orchard Lake Road Farmington, Michigan 48336 Contact Person: Ryan Higuchi Email: higuchir@aktpeerless.com Phone: (248) 915-6057
PROJECT #	20495s
REVISION DATE	July 21, 2026
BRA APPROVAL	
CITY/COUNTY APPROVAL	

Table of Contents

1.0 Introduction **3**

2.0 General Provisions **3**

- 2.1 Description of Eligible Property (Section 13 (h)) 3
- 2.2 Basis of Eligibility (Section 13 (2)(h) , Section 2 (p)) 4
  - 2.2.1 Facility Eligibility and Summary of Environmental Conditions 4
- 2.3 Summary of Eligible Activities and Description of Costs (Section 13 (2)(a),(b)) 6
- 2.4 Estimate of Captured Taxable Value and Tax Increment Revenues (Section 13 (2)(c)); Impact of Tax Increment Financing On Taxing Jurisdictions (Section 13 (2)(g), Section 2(ss)) 7
- 2.5 Plan of Financing (Section 13 (2)(d)); Maximum Amount of Indebtedness (Section 13 (2)(e)) 8
- 2.6 Duration of Brownfield Plan (Section 13 (2)(f)) 8
- 2.7 Effective Date of Inclusion in Brownfield Plan 9
- 2.8 Displacement/Relocation of Individuals on Eligible Property (Section 13 (2)(i-l)) 9
- 2.9 Local Brownfield Revolving Fund (“LBRF”) (Section 8, Section 13(2)(m)) 9
- 2.10 Other Information 9

Attachments **10**

- Attachment A 11
- Attachment B 12
- Attachment C 13

<u>ATTACHMENTS</u>

Attachment A .... Site Maps and Photographs

- Figure 1 – Scaled Property Location Map
- Figure 2 – Eligible Property Boundary Map

Attachment B .... Legal Description

Attachment C .... Tables

- Table 1 – Eligible Activities
- Table 2 – Tax Increment Revenue Estimates
- Table 3 – Reimbursement Allocation Schedule

PROJECT SUMMARY

PROJECT NAME	The Tri-Star Trust Redevelopment Project
DEVELOPER	Tri-Star Real Estate Holding Company, LLC 1004 N. Michigan Ave, Saginaw, Michigan 48602 Contact: Eric Tankersley (989)799-5700, Ext. 119
ELIGIBLE PROPERTY LOCATION	The Eligible Property is located at 833 South Washington Avenue, Saginaw, Michigan. Parcel ID Number is: 08-0618-00500.
TYPE OF ELIGIBLE PROPERTY	Facility
PROJECT DESCRIPTION	Demolition of the existing structures and new construction of a 16,050-square-foot, two-story, Class A riverfront commercial building. Associated site improvements include a new 56-space parking lot, on-street parking, landscaped islands, street trees, and green space improvements along South Washington Avenue and Meredith Street. The Project will also include the construction of an entry plaza and patio area adjacent to the building. The Project is seeking approval of Tax Increment Financing (TIF). Construction is expected to begin in Fall of 2026.
ELIGIBLE ACTIVITIES	Department Specific Activities, Demolition Activities, Asbestos Abatement Activities, Site Preparation Activities, Infrastructure Improvements Activities, 15% Contingency on aforementioned activity costs, interest, and Preparation and Implementation of a Brownfield Plan.
DEVELOPER'S REIMBURSABLE COSTS	$1,580,122 (Est. Eligible Activities & Contingency) $ 834,561 (Interest) $2,414,683
MAXIMUM DURATION OF CAPTURE	30 years
ESTIMATED TOTAL CAPITAL INVESTMENT	$8.024 million
INITIAL TAXABLE VALUE	$17,000

LIST OF ACRONYMS AND DEFINITIONS

Authority	Saginaw Brownfield Redevelopment Authority
BEA	Baseline Environmental Assessment (Michigan process to provide new property owners and/or operators with exemptions from environmental liability)
City	City of Saginaw
PLAN	Brownfield Plan
DEVELOPER	Tri-Star Real Estate Holding Company, LLC
ELIGIBLE PROPERTY	Property for which eligible activities are identified under a Brownfield Plan, referred to herein as "the Eligible Property". The Eligible Property is comprised of 1 parcel and is located at 833 South Washington Avenue, northwest of the intersection of Meredith Street and South Washington Avenue, in Saginaw, Michigan.
ESA	Environmental Site Assessment
LBRF	Local Brownfield Revolving Fund
EGLE	Michigan Department of Environment, Great Lakes & Energy
MEDC	Michigan Economic Development Corporation
MSF	Michigan Strategic Fund
Part 201	Part 201 of PA Act 451 – definition of a "facility"
PHASE I ESA	An environmental historical review and site inspection (no soil and/or groundwater sampling and analysis)
PHASE II ESA	Environmental subsurface investigation (includes soil, soil gas, and/or groundwater sampling and analysis)
REC	Recognized Environmental Condition(s)
RCC	Residential Cleanup Criteria
TIF	Tax Increment Financing (TIF describes the process of using TIR—i.e., TIF is the use of TIR to provide financial support to a project)
TIR	Tax Increment Revenue (new property tax revenue, usually due to redevelopment and improvement that is generated by a property after approval of a Brownfield Plan)

BROWNFIELD PLAN

833 South Washington Avenue, Saginaw, Michigan 48601

1.0 Introduction

The City of Saginaw, Michigan (the "City"), established the Saginaw Brownfield Redevelopment Authority (the "Authority") on September 29, 1997, pursuant to Michigan Public Act 381 of 1996, as amended ("Act 381"). The primary purpose of Act 381 is to encourage the redevelopment of Eligible Property by providing economic incentives through tax increment financing for certain eligible activities.

The purpose of this Brownfield Plan is to promote the redevelopment of and investment in certain "Brownfield" properties within the City of Saginaw. Inclusion of the Eligible Property within the Brownfield Plan will facilitate financing of eligible activities and provide tax incentives to support revitalization of the Eligible Property. By facilitating redevelopment of the Eligible Property, the Brownfield Plan will promote economic growth for the benefit of the residents of the City of Saginaw and all taxing units located within and benefited by the Authority.

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

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

The Tri-Star Trust Redevelopment Project (the "Project") consists of the redevelopment of the Eligible Property which includes the demolition of the existing structures and construction of a new Class A Riverfront two-story commercial building totaling approximately 16,050 square feet. The first floor will comprise approximately 8,460 square feet of space, while the second floor will comprise approximately 7,590 square feet of space. Associated site improvements include the construction of a new 56-space parking lot, on-street parking, landscaped islands, street trees, and green space improvements along South Washington Avenue and Meredith Street. The Project will also include the construction of an entry plaza and patio area adjacent to the building. This Project will ultimately put one underutilized property back to productive use and will radically improve the downtown area of Saginaw, inviting other similar developments to follow.

Pre-Plan activities that include building demolition. Vertical construction is expected to begin in the Fall of 2026 which is estimated to be completed by early 2028. The Project is seeking Tax Increment Financing ("TIF") incentives to fund the development.

2.0 General Provisions

The following sections detail information required by Act 381.

2.1 Description of Eligible Property (Section 13 (h))

The Eligible Property is located at 833 South Washington Avenue, in the southwest ¼ of the southeast ¼ of Section 24 (Township 12 North /Range 19 East) in Saginaw, Michigan. It is situated on the north side of Meredith Street between South Water Street and South Washington Avenue and consists of one (1) parcel that contains approximately 0.973 acres of land. The surrounding area is characterized by a mix of commercial and residential properties. The Saginaw River is nearby to the west, and the Eligible Property is abutted by surface roadways, municipal water, sanitary and storm sewer services, and electrical and gas utilities.

The following table describes each parcel which comprises the Eligible Property. See Attachment A, Figure 2 – Eligible Property Boundary Map.

Eligible Property Information

Address	Tax Identification Number	Basis of Brownfield Eligibility	Approximate Acreage
833 South Washington Avenue	08-0618-00500	Facility	0.973

The Eligible Property is currently zoned Mixed Use (MU-2). Prior to consolidation into a single parcel, the Eligible Property consisted of four individual parcels (Parcels A through D) that supported several commercial and industrial uses. Historical records indicate that, from at least 1901 until prior to 1935, Parcels C and D were utilized as a junkyard, truck repair shop, and scrap iron storage yard. During the same period, Parcels A and B were used for lumber storage and served as an extension of the adjacent scrap yard operations. By the mid-twentieth century, Parcel B was improved with an outdoor advertising agency that included a gasoline underground storage tank (UST). Historical aerial photographs and city directory records also indicate that a portion of former Parcel D was occupied by Saginaw Foundries Transformer Bank during the 1960s and 1970s. The Eligible Property contains asphalt-and gravel-covered areas, recently cleared land, and grassy areas.

Attachment A includes site maps of the Eligible Property: Figure 1, Scaled Property Location Map and Figure 2, Eligible Property Boundary Map (which includes lot dimensions). The legal description of the parcel included in the Eligible Property is presented in Attachment B.

The parcel and all tangible real and personal property located thereon will comprise the Eligible Property.

2.2 Basis of Eligibility (Section 13 (2)(h) , Section 2 (p))

The property is considered "Eligible Property" as defined by Act 381, Section 2 because: (a) the property previously utilized for a commercial, industrial, public, or residential purpose; (b) it is located within the Saginaw, a qualified local governmental unit, or "Core Community" under Act 381; and (c) is determined to be a "facility" as defined by Part 201 of the Natural Resources and Environmental Protection Act ("NREPA") Michigan PA 451, 1994, as amended, the development of which is estimated to increase the taxable value of such parcels.

2.2.1 Facility Eligibility and Summary of Environmental Conditions

This section summarizes the Property's qualification as a "facility" and documents existing site conditions at the Eligible Property, as identified through previous environmental reports. After the completion of the following environmental assessments, the four parcels (Parcels A through D) that comprise the Eligible Property were consolidated into a single property addressed at 833 South Washington Avenue in Saginaw, Michigan.

AKT Peerless' September 2025 - Phase I Environmental Site Assessment ("ESA")

In September 2025, (updated in July 2026), AKT Peerless completed a Phase I Environmental Site Assessment ("ESA") of the Eligible Property located at 833 South Washington Avenue in Saginaw, Michigan. Based on a review of the findings identified during this Phase I ESA, AKT Peerless developed the following opinions and conclusions:

This ESA identified the following RECs relative to Eligible Property:

REC 1 - Parcel C and Parcel D of the Eligible Property formerly operated as a junkyard and a truck repair shop, including scrap iron storage from at least 1901 until prior to 1935, and bulk petroleum storage. Subsurface investigations conducted in 1999 and 2017 identified non-native fill material up to four feet below the ground surface and contamination on Parcels C and D, specifically arsenic, lead, selenium, benzo(a)anthracene, benzo(b)fluoranthene, benzo(a)pyrene, dibenzo(a,h)anthracene, fluoranthene, fluorene, indeno(1,2,3-cd)pyrene, naphthalene, and phenanthrene in subsurface soils above the current EGLE Part 201 Residential Generic Cleanup Criteria (GCC). The identified contamination and *facility* status of Parcels C and D present a REC to the Eligible Property.

REC 2 - Parcel B of the Eligible Property operated a gasoline underground storage tank (UST) of indeterminate size in association with a former outdoor advertising agency between at least 1950 and 1969. AKT Peerless' research did not identify records regarding the maintenance and/or removal of the UST. The potential exists that a release of gasoline has occurred at the Eligible Property from the UST and/or its associated piping and presents a REC.

REC 3 - From at least 1901 until prior to 1935, Parcels A and B were used for lumber storage and an extension the scrap yard operations on Parcels C and D. The lumberyard likely included wood treatment and exterior storage of wood on an unpaved ground surface. Wood preservatives historically included the use of petroleum products (diesel fuel, creosotes, and phenols) and hazardous substances (metals such as chromated arsenic and zinc chloride). Treated wood was often watered regularly to maintain the moisture content of the material resulting in leaching of treatment products to the ground surface. The potential exists for a release of hazardous substances and petroleum products to have occurred on the Eligible Property during the time of outdoor storage of treated lumber and presents a REC.

REC 4 - AKT Peerless observed an enclosed area of the northwest portion of Parcel D in the 1966 through 1973 aerial photographs that appeared to be used for secure storage of objects or materials. Based on city directory coverage, this portion of the Eligible Property was identified as Saginaw Foundries Transformer Bank. Transformer oils may have contained petroleum products and/or polychlorinated biphenyls (PCBs). The potential exists for a release of petroleum products and/or PCBs to have occurred at the Eligible Property and presents a REC.

REC 5 - Based on information obtained during completion of the Phase I ESA and on past environmental assessments conducted by AKT Peerless near and along the Saginaw River, the area of Saginaw in which the Eligible Property is located has historically utilized foundry fill to alter the topography of a property prior to development and/or for backfill material. Therefore, impacted fill material could have potentially been utilized during the initial development and/or subsequent redevelopments of Parcels A and B of the Eligible Property.

AKT Peerless' September 2025 - Phase II Environmental Site Assessment ("ESA")

In September 2025, AKT Peerless conducted a subsurface investigation of the former parcels that comprise the Eligible Property which included the collection of soil samples for laboratory analyses. The results of the laboratory analyses of the soil samples indicate concentrations of arsenic, lead, selenium, benzo(a)anthracene, benzo(b)fluoranthene, benzo(a)pyrene, dibenzo(a,h)anthracene, fluoranthene, fluorene, indeno(1,2,3-cd)pyrene, naphthalene, and phenanthrene in soil exceed Michigan Department of Environment, Great Lakes, and Energy ("EGLE") Residential Cleanup Criteria ("RCC") for drinking water protection ("DWP") and/or groundwater surface water interface protection ("GSIP").

Based on analytical laboratory results, the property located at 833 South Washington Avenue, were determined to meet the definition of a "facility," as defined in Part 201 of NREPA, Michigan Public Act 451 of 1994, as amended.

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

The "eligible activities" that are intended to be carried out at the Eligible Property are considered "eligible activities" as defined by Sec 2 of Act 381, because they include: Work Plan Exempt Activities, Due Care Compliance Activities, Demolition Activities, Asbestos Abatement Activities, Site Preparation Activities, Infrastructure Improvements, 15% contingency on aforementioned activity costs, interest, and the development, preparation and implementation of a Brownfield Plan (see Table 1).

Work Plan Exempt and Due Care Compliance activities are considered "Department Specific Activities" per Michigan Public Act 471 of 2016. A summary of the eligible activities and the estimated cost of each eligible activity intended to be paid for with Tax Increment Revenues from the Eligible Property are shown in the table below.

Estimated Cost of Reimbursable Eligible Activities

Description of Eligible Activity		Estimated Cost	
1.	Work Plan Exempt Activities	$	18,550
2.	Due Care Compliance Activities	$	321,573
3.	Demolition Activities	$	190,000
4.	Asbestos Abatement Activities	$	13,000
5.	Site Preparation	$	484,520
6.	Infrastructure Improvements	$	352,135
Subtotal Environmental & Non-Environmental Eligible Activities		**$**	**1,379,778**
7.	15% Contingency on Eligible Activities*	$	170,344
8.	Brownfield Plan Preparation and Implementation	$	30,000
Total Eligible Activities Cost with 15% Contingency		**$**	**1,580,122**
9.	Interest (calculated at 5%, simple)**	$	834,561
Total Eligible Activities Cost with 15% Contingency and Interest		**$**	**2,414,683**
10.	BRA Administration Fee 5%	$	146,595
11.	Local Brownfield Revolving Fund (LBRF) 5%***	$	370,626
Total Eligible Costs for Reimbursement		$	**2,931,905**

*The contingency is applied to the Subtotal, except the Work Plan Exempt Activities, which have already been performed.

**Interest is calculated annually at 5% simple interest on unreimbursed eligible activities (permitted pursuant to Michigan Compiled Laws ("MCL") 1.25.2663b) and in accordance with the Authority's policy.

***LBRF deposits will be made in accordance with Act 381.

A detailed breakout of the eligible activities and the estimated cost of each eligible activity intended to be paid for with Tax Increment Revenues from the Eligible Property is shown in Attachment C, Table 1.

It is currently anticipated that construction will begin in Fall of 2026 and be completed by early 2028.

The Developer desires to be reimbursed for the costs of eligible activities. Tax increment revenue generated by the Eligible Property will be captured by the Authority and used to reimburse the cost of the eligible activities completed on the Eligible Property after approval of this Brownfield Plan and an associated Reimbursement Agreement.

The costs listed in the table above are estimated costs and may increase or decrease depending on the nature and extent of environmental contamination and other unknown conditions encountered on the Eligible Property. The actual cost of those eligible activities encompassed by this Brownfield Plan that will qualify for reimbursement from tax increment revenues of the Authority from the Eligible Property shall be governed by the terms of a Reimbursement Agreement with the Authority (the “Reimbursement Agreement”). No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement.

In accordance with this Brownfield Plan, and the associated Reimbursement Agreement (as permitted by MCL 125.2663b), the amount advanced by the Developer will be repaid by the Authority with interest at the rate set at 5% simple interest, solely from the tax increment revenues realized from the Eligible Property. Payments will be made to the full extent incremental property tax revenues are or become available for such purposes under the Act. Based on the projected cost of eligible activities, interest reimbursement in this Brownfield Plan is estimated at $789,447. However, if the actual cost of eligible activities turns out to be lower than the above estimates, interest reimbursement may be lower, subject to the 5% simple interest calculation.

Local tax increment revenues will first be used to pay or reimburse administrative expenses, second to repay Developer eligible activities and associated interest, and lastly, to fund the Local Brownfield Revolving Fund (“LBRF”), as described in the table above.

2.4 Estimate of Captured Taxable Value and Tax Increment Revenues (Section 13 (2)(c)); Impact of Tax Increment Financing On Taxing Jurisdictions (Section 13 (2)(g), Section 2(ss))

This Brownfield Plan anticipates the capture of tax increment revenues to reimburse the Developer for the costs of eligible activities under this Brownfield Plan in accordance with the Reimbursement Agreement. A table of estimated tax increment revenues to be captured is attached to this Brownfield Plan as Attachment C, Table 2. Tax increment revenue capture is expected to begin in 2028.

The Eligible Property is located within the City of Saginaw’s Downtown Development District, managed by the Downtown Development Authority (DDA). The DDA has the authority to capture all tax increment revenues other than the state education tax and local or intermediate school district taxes. However, it is anticipated that an interlocal agreement will be executed between the DDA and the Authority to allow 100% of the DDA’s incremental revenue to be captured by the Authority and used for the purposes described in this plan.

The total estimated cost of the eligible activities and other costs (including administrative fees, contingency, interest, and LBRF deposits) to be reimbursed through the capture of tax increment revenue is projected to be $2,931,905. The estimated effective initial taxable value for this Brownfield Plan is $17,000 and is based on land and real property tax only. The initial taxable value of $17,000 is set in 2026, the year in which the Eligible Property was included in this plan. Redevelopment of the Eligible Property is expected to initially generate incremental taxable value in 2028 with the first significant increase in taxable value of approximately $1,125,500 beginning in 2028. The estimates in this Brownfield Plan consist of a phased in valuation of the property beginning with a 50% increase in taxable value in 2028 and full valuation and tenant occupancy by 2029.

It is estimated that the Authority will capture tax increment revenue from 2028 through 2057, inclusive, to reimburse the cost of the eligible activities, interest, contributions to the LBRF, and pay Authority administrative fees. An estimated schedule of tax increment revenue reimbursement is provided as Attachment C, Table 3.

The captured incremental taxable value and associated tax increment revenue will be based on the actual increased taxable value from all taxable improvements on the Eligible Property and the actual millage rates levied by the various taxing jurisdictions during each year of the plan, as shown in Attachment C, Tables 2 and 3. The actual tax increment revenues captured will be based on taxable value set through the property assessment process by the local unit of government and equalized by the County and the millage rates set each year by the taxing jurisdictions.

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

Eligible activities are to be financed by the Developer. The Authority will reimburse the Developer for the cost of approved eligible activities, but only from tax increment revenues generated from the Eligible Property as available, and subject to the Reimbursement Agreement and Development Agreement.

All reimbursements authorized under this Brownfield Plan shall be governed by the Reimbursement Agreement. The Authority shall not incur any note or bonded indebtedness to finance the purposes of this Brownfield Plan. The inclusion of eligible activities and estimates of costs to be reimbursed in this Brownfield Plan is intended to: (1) authorize the Authority to fund such reimbursements; and (2) provide the DDA with relevant information necessary to form and execute an interlocal agreement to fund such reimbursements. The inclusion of eligible activities and estimates of costs to be reimbursed in this Brownfield Plan does not obligate the Authority to fund any reimbursement or to enter into the Reimbursement Agreement providing for the reimbursement of any costs for which tax increment revenues may be captured under this Brownfield Plan, or which are permitted to be reimbursed under this Brownfield Plan. The amount and source of any tax increment revenues that will be used for purposes authorized by this Brownfield Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Brownfield Plan, will be provided solely under the Reimbursement Agreement contemplated by this Brownfield Plan.

2.6 Duration of Brownfield Plan (Section 13 (2)(f))

Current tax capture projections indicate the tax increment capture will continue for 30 years. In no event shall the duration of the Brownfield Plan exceed 35 years following the date of the resolution approving the Brownfield Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsection (4) and (5) of Section 13 of Act 381 or 30 years. Further, in no event shall the beginning date of the capture of tax increment revenues be later than five years after the date of the resolution approving the Brownfield Plan.

2.7 Effective Date of Inclusion in Brownfield Plan

The Eligible Property will become a part of this Brownfield Plan on the date this Brownfield Plan is approved by the City Council. The date of tax capture shall commence during the year construction begins or the immediately following year—as increment revenue becomes available— but the beginning date of tax capture shall not exceed five years beyond the date of the governing body resolution approving the Brownfield Plan, as amended.

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

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

2.9 Local Brownfield Revolving Fund ("LBRF") (Section 8, Section 13(2)(m))

The Authority has established a Local Brownfield Revolving Fund ("LBRF"). The Authority will capture incremental local taxes to fund the LBRF, to the extent allowed by law. The rate and schedule of incremental tax capture for the LBRF will be determined on a case-by-case basis. Considerations may include but not be limited to the following: total capture duration, total annual capture, project economic factors, level of existing LBRF funding, and projected need for LBRF funds, in accordance with Act 381.

The amount of tax increment revenue authorized for capture and deposit in the LBRF is estimated at $370,626.

2.10 Other Information

The tax capture breakdown of tax increment revenues anticipated to become available for use in this Brownfield Plan, if all eligible activities, contingency and interest are reimbursed, is summarized below.

There are 32.8421 local mills available for capture. The requested tax capture for environmental and non-environmental eligible activities breaks down as follows:

Tax Capture

Local Tax Capture	Eligible Activities, Interest, Contingency
Local-Only tax capture	$2,414,683
Total	**$2,414,683**

Attachments

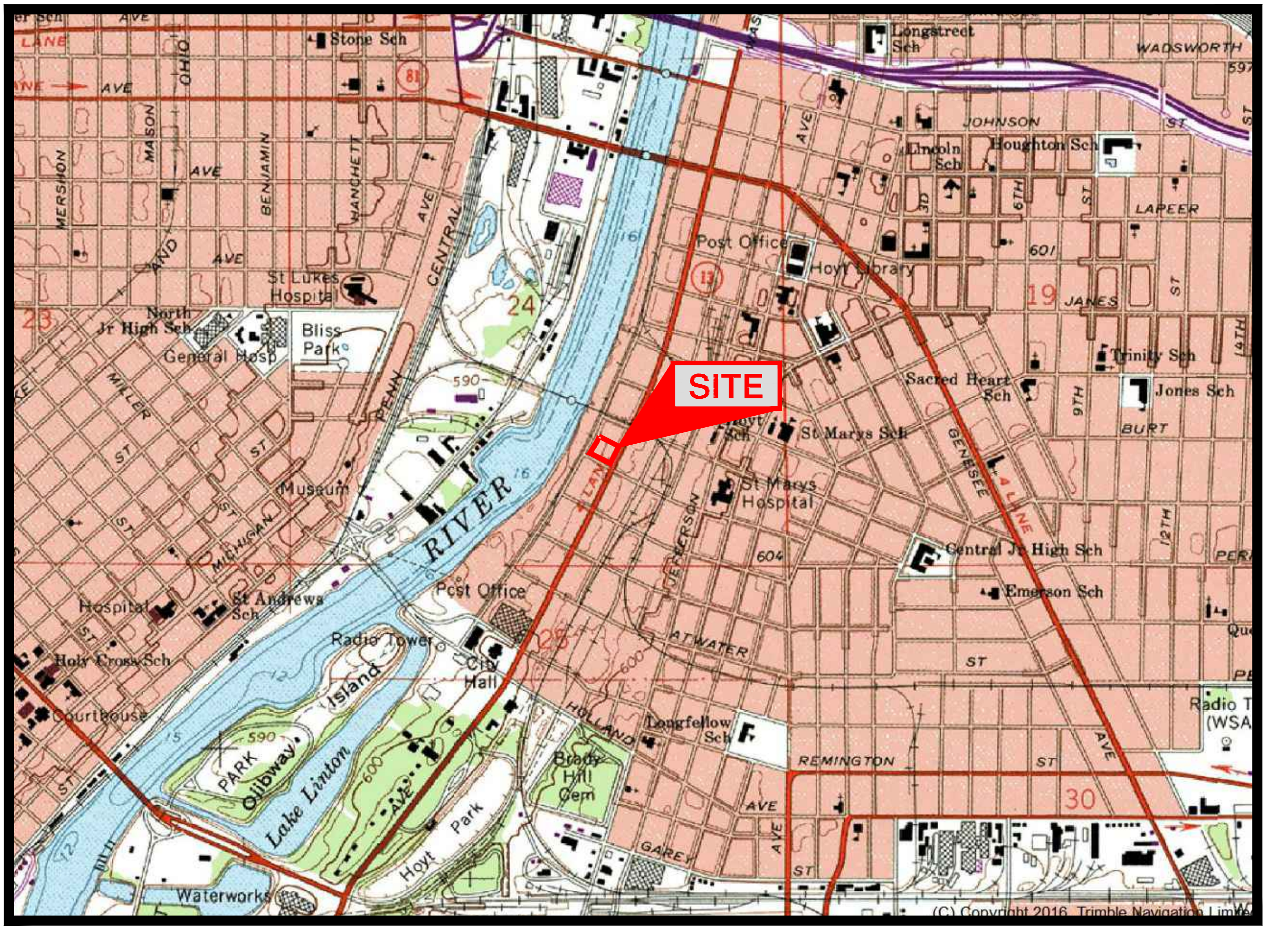
Attachment A

Site Maps and Photographs

SAGINAW QUADRANGLE

MICHIGAN - SAGINAW COUNTY

7.5 MINUTE SERIES (TOPOGRAPHIC)



T.12 N.-R.4 E.

1 0 1 MILE

1000 0 1000 2000 3000 4000 5000 6000 7000 FEET

1 0 1 KILOMETER

MICHIGAN
QUADRANGLE LOCATION

IMAGE TAKEN FROM 1967 U.S.G.S. TOPOGRAPHIC MAP
PHOTOREVISED 1973

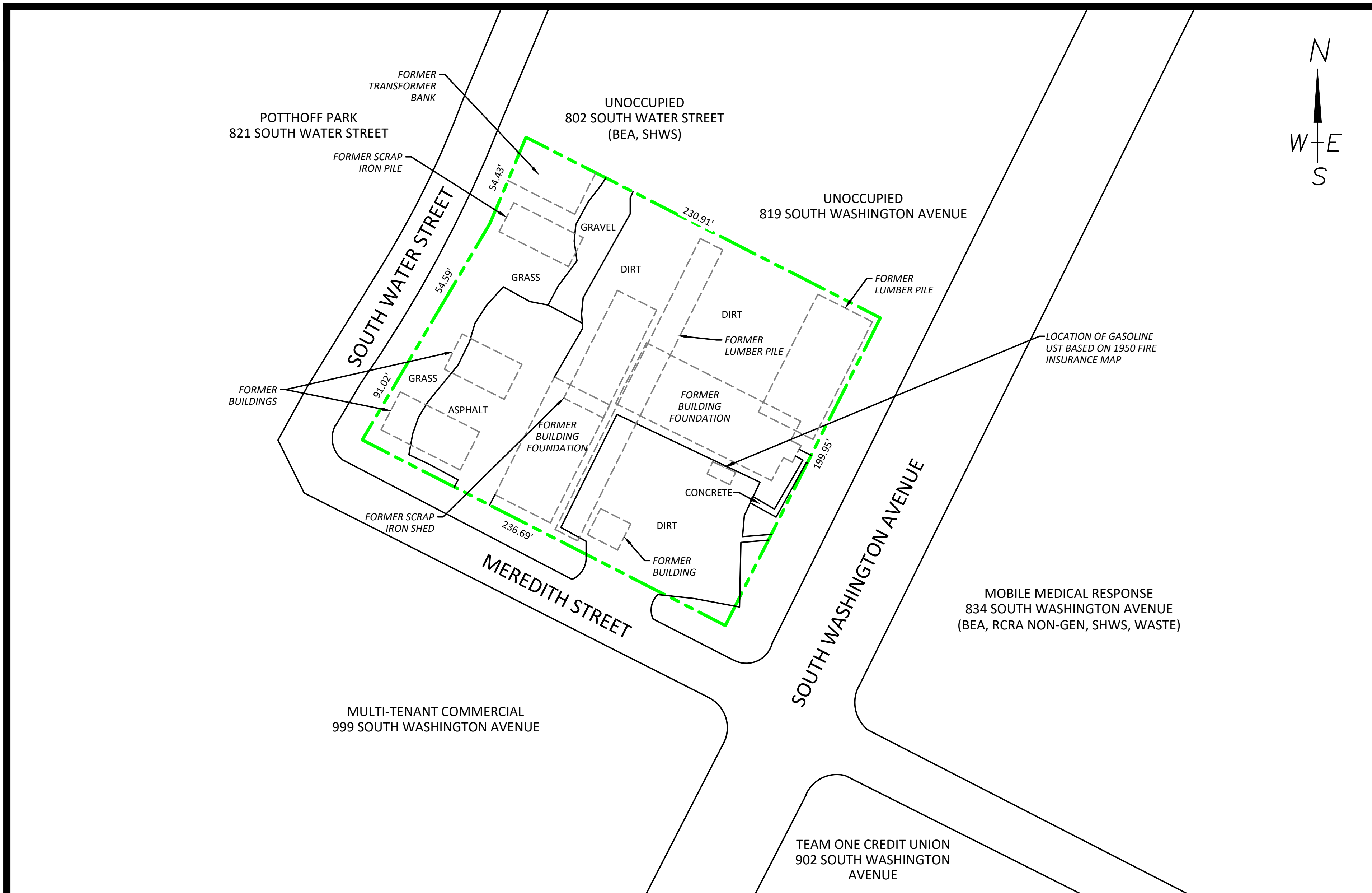
AKT PEERLESS™
ENVIRONMENTAL SERVICES

SCALED PROPERTY LOCATION MAP

833 SOUTH WASHINGTON AVENUE
SAGINAW, MICHIGAN
PROJECT NUMBER: 20495s-3-25

DRAWN BY:	SES
DATE:	07/09/2026

FIGURE 1



AKTPEERLESS™
ENVIRONMENTAL SERVICES

ELIGIBLE PROPERTY BOUNDARY MAP

833 SOUTH WASHINGTON AVENUE
SAGINAW, MICHIGAN
PROJECT NUMBER: 20495s-3-25

LEGEND

= PROPERTY LINE

DRAWN BY: SES
DATE: 07/09/2026

0 40 80
SCALE: 1" = 80'

FIGURE 2

Attachment B

Legal Description

The Tri-Star Trust Redevelopment Project
Attachment B
Legal Description

833 South Washington Avenue, Saginaw, Michigan

Parcel ID Number (No.): 08-0618-00500

Legal Description: ALL OF LOTS 1,2,3,9,10,11 AND THE SOUTHERLY 29.2 FEET OF LOT 4 AND SOUTHERLY 29.2 FEET OF LOT 8 BLOCK 49, EMERSON'S ADDITION

Attachment C

Tables

Table 1. Eligible Activities

The Tri-Star Trust Redevelopment Project
833 South Washington Avenue
Saginaw, MI
AKT Peerless Project No. 20495
As of July 21, 2026

ELIGIBLE ACTIVITIES COST SUMMARY	Estimated Cost of Eligible Activity	Local-Only TIF
Work Plan Exempt Activities	**$ 18,550**	**$ 18,550**
Due Care Compliance Activities	**$ 321,573**	**$ 321,573**
TOTAL ENVIRONMENTAL ELIGIBLE ACTIVITIES	**$ 340,123**	**$ 340,123**
Demolition Activities	**$ 190,000**	**$ 190,000**
Lead, Asbestos, and/or Mold Activities	**$ 13,000**	**$ 13,000**
Site Preparation Activities	**$ 484,520**	**$ 484,520**
Eligible Infrastructure Improvement Activities	**$ 352,135**	**$ 352,135**
TOTAL NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES	**$ 1,039,655**	**$ 1,039,655**
Total Environmental and Non-Environmental Eligible Activities	**$ 1,379,778**	**$ 1,379,778**
15% Contingency on Eligible Activities	$ 170,344	$ 170,344
Brownfield Plan Preparation	**$ 20,000**	**$ 20,000**
Brownfield Plan Implementation	**$ 10,000**	**$ 10,000**
Total Eligible Activities Cost with 15% Contingency	**$1,580,122**	**$1,580,122**
Interest (calculated at 5%, simple)	**$ 834,561**	**$ 834,561**
Total Eligible Activities Cost, with Contingency & Interest	**$2,414,683**	**$2,414,683**
BRA Administration Fee	**$ 146,595**	
Local Brownfield Revolving Fund (LBRF)	**$ 370,626**	
Total Eligible Costs for Reimbursement	**$2,931,905**	**$2,414,683**

ELIGIBLE ACTIVITIES COST DETAIL	# of Units	Unit Type	Cost/ Unit	Est. Total Cost	Local-Only
Work Plan Exempt Activities					
Phase I/II/BEA	1	ea	$ 16,550	$ 16,550	Local-Only
ACM Survey	1	ea	$ 2,000	$ 2,000	Local-Only
subtotal				***$ 18,550***	
Due Care Compliance Activities					
Excavation, Transportation, Disposal of Contaminated Soils	7,217	tons	$ 40	$ 288,680	Local-Only
Soil Management Activities	1	T/M	$ 25,000	$ 25,000	Local-Only
Demarcation Barrier under Greenspace (Fabric + 6" Topsoil)	8,770	sf	$ 0.90	$ 7,893	Local-Only
subtotal				***$ 321,573***	
Demolition Activities					
Building Demolition	1	T/M	$ 188,000	$ 188,000	Local-Only
Utility Abandonment	1	T/M	$ 2,000	$ 2,000	Local-Only
subtotal				***$ 190,000***	
Lead, Asbestos, and/or Mold Activities					
Asbestos Abatement	1	T/M	$ 10,000	$ 10,000	Local-Only
Abatement Oversight	1	T/M	$ 3,000	$ 3,000	Local-Only
subtotal				***$ 13,000***	
Site Preparation Activities					
Geotechnical Survey	1	ea	$ 5,500	$ 5,500	Local-Only
Temporary Facilities	1	T/M	$ 45,420	$ 45,420	Local-Only
Temporary Access	1	T/M	$ 30,000	$ 30,000	Local-Only
Specialized Foundations	1	T/M	$ 225,600	$ 225,600	Local-Only
Grading	1	T/M	$ 15,000	$ 15,000	Local-Only
Retaining Wall	1	T/M	$ 75,000	$ 75,000	Local-Only
Backfill	2,933	tons	$ 30	$ 88,000	Local-Only
subtotal				***$ 484,520***	
Eligible Infrastructure Improvement Activities					
Paving - Public Roadway	16,031	sf	$ 4	$ 64,125	Local-Only
Sidewalk Improvements	16,055	sf	$ 3	$ 46,400	Local-Only
Low Impact Stormwater Management System	1	T/M	$ 241,610	$ 241,610	Local-Only
subtotal				***$ 352,135***	
Brownfield Plan & Act 381 Work Plan					Local-Only
Brownfield Plan	1	LS	$ 20,000	$ 20,000	$ 20,000.00
Implementation	1	LS	$ 10,000	$ 10,000	$ 10,000.00
subtotal				***$ 30,000***	

Table 2. Tax Increment Revenue Estimates

The Tri-Star Trust Redevelopment Project
833 South Washington Avenue
Saginaw, MI
AKT Peerless Project No. 20495
As of July 21, 2026

Estimated TV Increase rate: 1.02

		Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
		Calendar Year	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042
		Initial Taxable Value	$ 17,000	$ 17,000	$ 17,000	$ 17,000	$ 17,000	$ 17,000	$ 17,000	$ 17,000	$ 17,000	$ 17,000	$ 17,000	$ 17,000	$ 17,000	$ 17,000	$ 17,000
Post-Dev TV (Developer Estimated)		Estimated New TV	$ 1,142,500	$2,285,000	$2,330,700	$2,377,314	$2,424,860	$2,473,357	$2,522,825	$2,573,281	$2,624,747	$2,677,242	$2,730,787	$2,785,402	$2,841,110	$2,897,933	$2,955,891
Incremental Difference (New TV - Initial TV)			**$ 1,125,500**	**#########**	**#########**	**#########**	**#########**	**#########**	**#########**	**#########**	**#########**	**#########**	**#########**	**#########**	**#########**	**#########**	**#########**
Local Capture	Millage Rate																
City Operating	6.3365	Incremental	$ 7,132	$ 14,371	$ 14,661	$ 14,956	$ 15,257	$ 15,565	$ 15,878	$ 16,198	$ 16,524	$ 16,857	$ 17,196	$ 17,542	$ 17,895	$ 18,255	$ 18,622
County Operating	4.8485	Incremental	$ 5,457	$ 10,996	$ 11,218	$ 11,444	$ 11,675	$ 11,910	$ 12,149	$ 12,394	$ 12,644	$ 12,898	$ 13,158	$ 13,423	$ 13,693	$ 13,968	$ 14,249
ISD SAG Spec Ed	1.9389	Incremental	$ 2,182	$ 4,397	$ 4,486	$ 4,576	$ 4,669	$ 4,763	$ 4,859	$ 4,956	$ 5,056	$ 5,158	$ 5,262	$ 5,368	$ 5,476	$ 5,586	$ 5,698
ISD SAG & CTE	1.1438	Incremental	$ 1,287	$ 2,594	$ 2,646	$ 2,700	$ 2,754	$ 2,810	$ 2,866	$ 2,924	$ 2,983	$ 3,043	$ 3,104	$ 3,166	$ 3,230	$ 3,295	$ 3,362
ISD Voted	1.5611	Incremental	$ 1,757	$ 3,541	$ 3,612	$ 3,685	$ 3,759	$ 3,835	$ 3,912	$ 3,991	$ 4,071	$ 4,153	$ 4,236	$ 4,322	$ 4,409	$ 4,497	$ 4,588
Delta College	2.0559	Incremental	$ 2,314	$ 4,663	$ 4,757	$ 4,853	$ 4,950	$ 5,050	$ 5,152	$ 5,255	$ 5,361	$ 5,469	$ 5,579	$ 5,692	$ 5,806	$ 5,923	$ 6,042
Stars	3.2000	Incremental	$ 3,602	$ 7,258	$ 7,404	$ 7,553	$ 7,705	$ 7,860	$ 8,019	$ 8,180	$ 8,345	$ 8,513	$ 8,684	$ 8,859	$ 9,037	$ 9,219	$ 9,404
Saginaw Public Lib	3.9947	Incremental	$ 4,496	$ 9,060	$ 9,243	$ 9,429	$ 9,619	$ 9,812	$ 10,010	$ 10,212	$ 10,417	$ 10,627	$ 10,841	$ 11,059	$ 11,281	$ 11,508	$ 11,740
County Senior Cit	0.6900	Incremental	$ 777	$ 1,565	$ 1,596	$ 1,629	$ 1,661	$ 1,695	$ 1,729	$ 1,764	$ 1,799	$ 1,836	$ 1,873	$ 1,910	$ 1,949	$ 1,988	$ 2,028
County Mosq Control	1.0000	Incremental	$ 1,126	$ 2,268	$ 2,314	$ 2,360	$ 2,408	$ 2,456	$ 2,506	$ 2,556	$ 2,608	$ 2,660	$ 2,714	$ 2,768	$ 2,824	$ 2,881	$ 2,939
County Parks/Rec	0.2937	Incremental	$ 331	$ 666	$ 680	$ 693	$ 707	$ 721	$ 736	$ 751	$ 766	$ 781	$ 797	$ 813	$ 829	$ 846	$ 863
County Castle Mus	0.1994	Incremental	$ 224	$ 452	$ 461	$ 471	$ 480	$ 490	$ 500	$ 510	$ 520	$ 530	$ 541	$ 552	$ 563	$ 574	$ 586
County Animal Ctrl.	0.4243	Incremental	$ 478	$ 962	$ 982	$ 1,001	$ 1,022	$ 1,042	$ 1,063	$ 1,085	$ 1,106	$ 1,129	$ 1,151	$ 1,175	$ 1,198	$ 1,222	$ 1,247
County Event Ctr	0.4493	Incremental	$ 506	$ 1,019	$ 1,040	$ 1,060	$ 1,082	$ 1,104	$ 1,126	$ 1,149	$ 1,172	$ 1,195	$ 1,219	$ 1,244	$ 1,269	$ 1,294	$ 1,320
County Sheriff	1.7473	Incremental	$ 1,967	$ 3,963	$ 4,043	$ 4,124	$ 4,207	$ 4,292	$ 4,378	$ 4,467	$ 4,557	$ 4,648	$ 4,742	$ 4,837	$ 4,935	$ 5,034	$ 5,135
County Zoo	0.2000	Incremental	$ 225	$ 454	$ 463	$ 472	$ 482	$ 491	$ 501	$ 511	$ 522	$ 532	$ 543	$ 554	$ 565	$ 576	$ 588
County 911	0.2795	Incremental	$ 315	$ 634	$ 647	$ 660	$ 673	$ 687	$ 700	$ 714	$ 729	$ 744	$ 759	$ 774	$ 789	$ 805	$ 821
County Health Dept	0.4792	Incremental	$ 539	$ 1,087	$ 1,109	$ 1,131	$ 1,154	$ 1,177	$ 1,201	$ 1,225	$ 1,250	$ 1,275	$ 1,300	$ 1,327	$ 1,353	$ 1,381	$ 1,408
County Roads	2.0000	Incremental	$ 2,251	$ 4,536	$ 4,627	$ 4,721	$ 4,816	$ 4,913	$ 5,012	$ 5,113	$ 5,215	$ 5,320	$ 5,428	$ 5,537	$ 5,648	$ 5,762	$ 5,878
Local Total	**32.8421**																
Total Local Tax Increment Revenue Capture			**$ 36,964**	**$ 74,486**	**$ 75,987**	**$ 77,518**	**$ 79,079**	**$ 80,672**	**$ 82,297**	**$ 83,954**	**$ 85,644**	**$ 87,368**	**$ 89,126**	**$ 90,920**	**$ 92,750**	**$ 94,616**	**$ 96,519**
Non-Capturable Millages	Millage Rate																
Police/Fire July/Dec	7.5000	New TV	$ 8,569	$ 17,138	$ 17,480	$ 17,830	$ 18,186	$ 18,550	$ 18,921	$ 19,300	$ 19,686	$ 20,079	$ 20,481	$ 20,891	$ 21,308	$ 21,734	$ 22,169
School Debt	4.2200	New TV	$ 4,821	$ 9,643	$ 9,836	$ 10,032	$ 10,233	$ 10,438	$ 10,646	$ 10,859	$ 11,076	$ 11,298	$ 11,524	$ 11,754	$ 11,989	$ 12,229	$ 12,474
School Debt #2	4.8800	New TV	$ 5,575	$ 11,151	$ 11,374	$ 11,601	$ 11,833	$ 12,070	$ 12,311	$ 12,558	$ 12,809	$ 13,065	$ 13,326	$ 13,593	$ 13,865	$ 14,142	$ 14,425
DDA 2 Mill Levy	2.0000	New TV	$ 2,285	$ 4,570	$ 4,661	$ 4,755	$ 4,850	$ 4,947	$ 5,046	$ 5,147	$ 5,249	$ 5,354	$ 5,462	$ 5,571	$ 5,682	$ 5,796	$ 5,912
County Hosp. Debt	0.3800	New TV	$ 434	$ 868	$ 886	$ 903	$ 921	$ 940	$ 959	$ 978	$ 997	$ 1,017	$ 1,038	$ 1,058	$ 1,080	$ 1,101	$ 1,123
Total Non-Capturable Taxes	**18.9800**																

AKT PEERLESS ENVIRONMENTAL SERVICES

Table 2. Tax Increment Revenue Estimates

The Tri-Star Trust Redevelopment Project
833 South Washington Avenue
Saginaw, MI
AKT Peerless Project No. 20495
As of July 21, 2026

16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL
2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	
$ 17,000	$ 17,000	$ 17,000	$ 17,000	$ 17,000	$ 17,000	$ 17,000	$ 17,000	$ 17,000	$ 17,000	$ 17,000	$ 17,000	$ 17,000	$ 17,000	$ 17,000	
$3,015,009	$3,075,309	$3,136,815	$3,199,552	$3,263,543	$3,328,814	$3,395,390	$3,463,298	$3,532,564	$3,603,215	$3,675,279	$3,748,785	$3,823,760	$3,900,236	$3,978,240	
#########	#########	#########	#########	#########	#########	#########	#########	#########	#########	#########	#########	#########	#########	#########	
$ 18,997	$ 19,379	$ 19,769	$ 20,166	$ 20,572	$ 20,985	$ 21,407	$ 21,837	$ 22,276	$ 22,724	$ 23,181	$ 23,646	$ 24,122	$ 24,606	$ 25,100	$ 565,677
$ 14,536	$ 14,828	$ 15,126	$ 15,431	$ 15,741	$ 16,057	$ 16,380	$ 16,709	$ 17,045	$ 17,388	$ 17,737	$ 18,094	$ 18,457	$ 18,828	$ 19,206	$ 432,839
$ 5,813	$ 5,930	$ 6,049	$ 6,171	$ 6,295	$ 6,421	$ 6,550	$ 6,682	$ 6,816	$ 6,953	$ 7,093	$ 7,236	$ 7,381	$ 7,529	$ 7,680	$ 173,091
$ 3,429	$ 3,498	$ 3,568	$ 3,640	$ 3,713	$ 3,788	$ 3,864	$ 3,942	$ 4,021	$ 4,102	$ 4,184	$ 4,268	$ 4,354	$ 4,442	$ 4,531	$ 102,110
$ 4,680	$ 4,774	$ 4,870	$ 4,968	$ 5,068	$ 5,170	$ 5,274	$ 5,380	$ 5,488	$ 5,598	$ 5,711	$ 5,826	$ 5,943	$ 6,062	$ 6,184	$ 139,364
$ 6,164	$ 6,288	$ 6,414	$ 6,543	$ 6,675	$ 6,809	$ 6,946	$ 7,085	$ 7,228	$ 7,373	$ 7,521	$ 7,672	$ 7,826	$ 7,984	$ 8,144	$ 183,536
$ 9,594	$ 9,787	$ 9,983	$ 10,184	$ 10,389	$ 10,598	$ 10,811	$ 11,028	$ 11,250	$ 11,476	$ 11,706	$ 11,942	$ 12,182	$ 12,426	$ 12,676	$ 285,673
$ 11,976	$ 12,217	$ 12,463	$ 12,713	$ 12,969	$ 13,230	$ 13,496	$ 13,767	$ 14,044	$ 14,326	$ 14,614	$ 14,907	$ 15,207	$ 15,512	$ 15,824	$ 356,618
$ 2,069	$ 2,110	$ 2,153	$ 2,196	$ 2,240	$ 2,285	$ 2,331	$ 2,378	$ 2,426	$ 2,474	$ 2,524	$ 2,575	$ 2,627	$ 2,679	$ 2,733	$ 61,598
$ 2,998	$ 3,058	$ 3,120	$ 3,183	$ 3,247	$ 3,312	$ 3,378	$ 3,446	$ 3,516	$ 3,586	$ 3,658	$ 3,732	$ 3,807	$ 3,883	$ 3,961	$ 89,273
$ 881	$ 898	$ 916	$ 935	$ 954	$ 973	$ 992	$ 1,012	$ 1,033	$ 1,053	$ 1,074	$ 1,096	$ 1,118	$ 1,141	$ 1,163	$ 26,219
$ 598	$ 610	$ 622	$ 635	$ 647	$ 660	$ 674	$ 687	$ 701	$ 715	$ 729	$ 744	$ 759	$ 774	$ 790	$ 17,801
$ 1,272	$ 1,298	$ 1,324	$ 1,350	$ 1,378	$ 1,405	$ 1,433	$ 1,462	$ 1,492	$ 1,522	$ 1,552	$ 1,583	$ 1,615	$ 1,648	$ 1,681	$ 37,878
$ 1,347	$ 1,374	$ 1,402	$ 1,430	$ 1,459	$ 1,488	$ 1,518	$ 1,548	$ 1,580	$ 1,611	$ 1,644	$ 1,677	$ 1,710	$ 1,745	$ 1,780	$ 40,110
$ 5,238	$ 5,344	$ 5,451	$ 5,561	$ 5,673	$ 5,787	$ 5,903	$ 6,022	$ 6,143	$ 6,266	$ 6,392	$ 6,521	$ 6,652	$ 6,785	$ 6,921	$ 155,986
$ 600	$ 612	$ 624	$ 637	$ 649	$ 662	$ 676	$ 689	$ 703	$ 717	$ 732	$ 746	$ 761	$ 777	$ 792	$ 17,855
$ 838	$ 855	$ 872	$ 890	$ 907	$ 926	$ 944	$ 963	$ 983	$ 1,002	$ 1,022	$ 1,043	$ 1,064	$ 1,085	$ 1,107	$ 24,952
$ 1,437	$ 1,466	$ 1,495	$ 1,525	$ 1,556	$ 1,587	$ 1,619	$ 1,651	$ 1,685	$ 1,719	$ 1,753	$ 1,788	$ 1,824	$ 1,861	$ 1,898	$ 42,780
$ 5,996	$ 6,117	$ 6,240	$ 6,365	$ 6,493	$ 6,624	$ 6,757	$ 6,893	$ 7,031	$ 7,172	$ 7,317	$ 7,464	$ 7,614	$ 7,766	$ 7,922	$ 178,546
$ 98,461	**$ 100,441**	**$ 102,461**	**$ 104,522**	**$ 106,623**	**$ 108,767**	**$ 110,953**	**$ 113,184**	**$ 115,458**	**$ 117,779**	**$ 120,146**	**$ 122,560**	**$ 125,022**	**$ 127,534**	**$ 130,095**	**#########**
$ 22,613	$ 23,065	$ 23,526	$ 23,997	$ 24,477	$ 24,966	$ 25,465	$ 25,975	$ 26,494	$ 27,024	$ 27,565	$ 28,116	$ 28,678	$ 29,252	$ 29,837	$ 673,371
$ 12,723	$ 12,978	$ 13,237	$ 13,502	$ 13,772	$ 14,048	$ 14,329	$ 14,615	$ 14,907	$ 15,206	$ 15,510	$ 15,820	$ 16,136	$ 16,459	$ 16,788	$ 378,883
$ 14,713	$ 15,008	$ 15,308	$ 15,614	$ 15,926	$ 16,245	$ 16,570	$ 16,901	$ 17,239	$ 17,584	$ 17,935	$ 18,294	$ 18,660	$ 19,033	$ 19,414	$ 438,140
$ 6,030	$ 6,151	$ 6,274	$ 6,399	$ 6,527	$ 6,658	$ 6,791	$ 6,927	$ 7,065	$ 7,206	$ 7,351	$ 7,498	$ 7,648	$ 7,800	$ 7,956	$ 179,566
$ 1,146	$ 1,169	$ 1,192	$ 1,216	$ 1,240	$ 1,265	$ 1,290	$ 1,316	$ 1,342	$ 1,369	$ 1,397	$ 1,425	$ 1,453	$ 1,482	$ 1,512	$ 34,117

AKT PEERLESS
ENVIRONMENTAL SERVICES

Table 3. Reimbursement Allocation Schedule

The Tri-Star Trust Redevelopment Project
833 South Washington Avenue
Saginaw, MI
AKT Peerless Project No. 20495
As of July 21, 2026

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	**42.2%**	**$ -**		$ -
Local	**57.8%**	**$ -**	**$ 2,414,683**	$ 2,414,683
TOTAL		**$ -**	**$ 2,414,683**	**$ 2,414,683**

Estimated Total Years of Plan: 30

	Plan Year	1	2	3	4	5	6	7	8	9	10	11	12
	Calendar Year	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
Total Local Incremental Revenue		$ 36,964	$ 74,486	$ 75,987	$ 77,518	$ 79,079	$ 80,672	$ 82,297	$ 83,954	$ 85,644	$ 87,368	$ 89,126	$ 90,920
BRA Administrative Fee		$ 1,848	$ 3,724	$ 3,799	$ 3,876	$ 3,954	$ 4,034	$ 4,115	$ 4,198	$ 4,282	$ 4,368	$ 4,456	$ 4,546
Local TIR Available for Reimbursement		**$ 35,116**	**$ 70,762**	**$ 72,187**	**$ 73,642**	**$ 75,125**	**$ 76,638**	**$ 78,182**	**$ 79,756**	**$ 81,362**	**$ 83,000**	**$ 84,670**	**$ 86,374**
Total State & Local TIR Available		**$ 35,116**	**$ 70,762**	**$ 72,187**	**$ 73,642**	**$ 75,125**	**$ 76,638**	**$ 78,182**	**$ 79,756**	**$ 81,362**	**$ 83,000**	**$ 84,670**	**$ 86,374**
DEVELOPER	Beginning Balance												
DEVELOPER Reimbursement Balance	***$ 2,414,683***	***$ 2,379,568***	***$ 2,308,806***	***$ 2,236,619***	***$ 2,162,977***	***$ 2,087,852***	***$ 2,011,213***	***$ 1,933,032***	***$ 1,853,276***	***$ 1,771,914***	***$ 1,688,914***	***$ 1,604,244***	***$ 1,517,870***
LOCAL-ONLY Reimbursement Balance	*$ 2,414,683*	*$ 2,379,568*	*$ 2,308,806*	*$ 2,236,619*	*$ 2,162,977*	*$ 2,087,852*	*$ 2,011,213*	*$ 1,933,032*	*$ 1,853,276*	*$ 1,771,914*	*$ 1,688,914*	*$ 1,604,244*	*$ 1,517,870*
Eligible Activities Reimbursement	$ 1,580,122	$ 35,116	$ 70,762	$ 72,187	$ 73,642	$ 75,125	$ 76,638	$ 78,182	$ 79,756	$ 81,362	$ 83,000	$ 84,670	$ 86,374
Interest Reimbursement	$ 834,561	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Local-Only TIR Reimbursement		**$ 35,116**	**$ 70,762**	**$ 72,187**	**$ 73,642**	**$ 75,125**	**$ 76,638**	**$ 78,182**	**$ 79,756**	**$ 81,362**	**$ 83,000**	**$ 84,670**	**$ 86,374**
Total Annual Developer Reimbursement		**$ 35,116**	**$ 70,762**	**$ 72,187**	**$ 73,642**	**$ 75,125**	**$ 76,638**	**$ 78,182**	**$ 79,756**	**$ 81,362**	**$ 83,000**	**$ 84,670**	**$ 86,374**
LOCAL BROWNFIELD REVOLV. FUND	LBRF Year	0	0	0	0	0	0	0	0	0	0	0	0
LBRF Deposits		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
STATE	*$ -*		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
LOCAL	*no maximum*		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

AKTPEERLESS
ENVIRONMENTAL SERVICES

Table 3. Reimbursement Allocation Schedule

The Tri-Star Trust Redevelopment Project
833 South Washington Avenue
Saginaw, MI
AKT Peerless Project No. 20495
As of July 21, 2026

Estimated Capture	
Administrative Fees	$ 146,595
LBRF	$ 370,626

	Plan Year	13	14	15	16	17	18	19	20	21	22	23	24
	Calendar Year	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051
Total Local Incremental Revenue		$ 92,750	$ 94,616	$ 96,519	$ 98,461	$ 100,441	$ 102,461	$ 104,522	$ 106,623	$ 108,767	$ 110,953	$ 113,184	$ 115,458
BRA Administrative Fee		$ 4,637	$ 4,731	$ 4,826	$ 4,923	$ 5,022	$ 5,123	$ 5,226	$ 5,331	$ 5,438	$ 5,548	$ 5,659	$ 5,773
Local TIR Available for Reimbursement		**$ 88,112**	**$ 89,885**	**$ 91,693**	**$ 93,538**	**$ 95,419**	**$ 97,338**	**$ 99,296**	**$ 101,292**	**$ 103,329**	**$ 105,406**	**$ 107,524**	**$ 109,686**
Total State & Local TIR Available		**$ 88,112**	**$ 89,885**	**$ 91,693**	**$ 93,538**	**$ 95,419**	**$ 97,338**	**$ 99,296**	**$ 101,292**	**$ 103,329**	**$ 105,406**	**$ 107,524**	**$ 109,686**
DEVELOPER	Beginning Balance												
DEVELOPER Reimbursement Balance	***$ 2,414,683***	***$ 1,429,758***	***$ 1,339,873***	***$ 1,248,180***	***$ 1,154,642***	***$ 1,059,222***	***$ 961,884***	***$ 862,589***	***$ 761,296***	***$ 657,968***	***$ 552,562***	***$ 445,038***	***$ 335,352***
LOCAL-ONLY Reimbursement Balance	*$ 2,414,683*	*$ 1,429,758*	*$ 1,339,873*	*$ 1,248,180*	*$ 1,154,642*	*$ 1,059,222*	*$ 961,884*	*$ 862,589*	*$ 761,296*	*$ 657,968*	*$ 552,562*	*$ 445,038*	*$ 335,352*
Eligible Activities Reimbursement	$ 1,580,122	$ 88,112	$ 89,885	$ 91,693	$ 93,538	$ 95,419	$ 97,338	$ 99,296	$ 28,027	$ -	$ -	$ -	$ -
Interest Reimbursement	$ 834,561	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 73,265	$ 103,329	$ 105,406	$ 107,524	$ 109,686
Total Local-Only TIR Reimbursement		**$ 88,112**	**$ 89,885**	**$ 91,693**	**$ 93,538**	**$ 95,419**	**$ 97,338**	**$ 99,296**	**$ 101,292**	**$ 103,329**	**$ 105,406**	**$ 107,524**	**$ 109,686**
Total Annual Developer Reimbursement		**$ 88,112**	**$ 89,885**	**$ 91,693**	**$ 93,538**	**$ 95,419**	**$ 97,338**	**$ 99,296**	**$ 101,292**	**$ 103,329**	**$ 105,406**	**$ 107,524**	**$ 109,686**
LOCAL BROWNFIELD REVOLV. FUND	LBRF Year	0	0	0	0	0	0	0	0	0	0	0	0
LBRF Deposits		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
STATE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
LOCAL	*no maximum*	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

AKTPEERLESS ENVIRONMENTAL SERVICES

Table 3. Reimbursement Allocation Schedule
The Tri-Star Trust Redevelopment Project
833 South Washington Avenue
Saginaw, MI
AKT Peerless Project No. 20495
As of July 21, 2026

						End Plan	
Plan Year		25	26	27	28	29	30	TOTAL
Calendar Year		2052	2053	2054	2055	2056	2057	
Total Local Incremental Revenue		$ 117,779	$ 120,146	$ 122,560	$ 125,022	$ 127,534	$ 130,095	
BRA Administrative Fee		$ 5,889	$ 6,007	$ 6,128	$ 6,251	$ 6,377	$ 6,505	
Local TIR Available for Reimbursement		**$ 111,890**	**$ 114,138**	**$ 116,432**	**$ 118,771**	**$ 121,157**	**$ 123,591**	
Total State & Local TIR Available		**$ 111,890**	**$ 114,138**	**$ 116,432**	**$ 118,771**	**$ 121,157**	**$ 123,591**	
DEVELOPER	Beginning Balance							
DEVELOPER Reimbursement Balance	***$ 2,414,683***	***$ 223,462***	***$ 109,324***	***$ (0)***	***$ (0)***	***$ (0)***	***$ (0)***	
LOCAL-ONLY Reimbursement Balance	*$ 2,414,683*	*$ 223,462*	*$ 109,324*	*$ (0)*	*$ (0)*	*$ (0)*	*$ (0)*	
Eligible Activities Reimbursement	$ 1,580,122	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,580,122
Interest Reimbursement	$ 834,561	$ 111,890	$ 114,138	$ 109,324	$ -	$ -	$ -	$ 834,561
Total Local-Only TIR Reimbursement		**$ 111,890**	**$ 114,138**	**$ 109,324**	**$ -**	**$ -**	**$ -**	$ 2,414,683
Total Annual Developer Reimbursement		**$ 111,890**	**$ 114,138**	**$ 109,324**	**$ -**	**$ -**	**$ -**	**$ 2,414,683**
LOCAL BROWNFIELD REVOLV. FUND	LBRF Year	0	0	1	2	3	4	
LBRF Deposits		**$ -**	**$ -**	**$ 7,108**	**$ 118,771**	**$ 121,157**	**$ 123,591**	
STATE	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
LOCAL	*no maximum*	$ -	$ -	$ 7,108	$ 118,771	$ 121,157	$ 123,591	

AKTPEERLESS
ENVIRONMENTAL SERVICES

COUNCIL COMMUNICATION R-3

From: Timothy Morales, City Manager

Subject: MNRTF Grant Agreement – Bliss Park Improvements

Prepared by: Travis J. Hare, Public Services Department

Manager's Recommendation:

I recommend adoption of the resolution authorizing the acceptance of a Michigan Natural Resources Trust Fund (MNRTF) grant agreement for the Bliss Park Improvements project for the Public Services Department, Engineering Division.

Justification:

The City applied for a MNRTF Grant for the Bliss Park Improvements project in April of 2025. City Council adopted a resolution in support of the application on March 24, 2025. The grant award is for $400,000 for the Bliss Park Improvements project. This project includes the construction of a path to connect to the existing sidewalk, ADA picnic tables, monument garden with benches, expanded play area, a maze with steppingstones, decorative benches, perennial garden with benches, labyrinth with art sculptures, relocation of historical sign in monument garden, new landscaping with plants that promote healing, entrance sign with landscaping, and removal of concrete rubble/foundation of previously removed building.

The Michigan Department of Natural Resources requires that the City enter into an agreement for the purposes of setting forth the rights and obligations of the parties in agreeing to the Bliss Park Improvements project. This project is currently under design with construction scheduled for the Summer of 2027.

Total project cost is estimated at $896,500, of which the grant would cover $400,000, and the City and Covenant Healthcare would provide the $496,500 match that is required. Covenant Healthcare received a Healthy Community Zones Grant through the Michigan Department of Health & Human Services (MDHHS) in the amount of $496,500, which will cover the full match for the MNRTF Grant.

Council Action:

This council communication is for informational purposes only of the resolution to be adopted.

MICHIGAN NATURAL RESOURCES TRUST FUND GRANT
BLISS PARK IMPROVEMENTS TF25-0086

Moved by Council Member __________, seconded by Council Member _________ to adopt the following resolution:

RESOLVED, that the City of Saginaw, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the City of Saginaw does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide Four Hundred Ninety-Six Thousand Five Hundred ($496,500.00) dollars to match the grant authorized by the DEPARTMENT.

2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.

3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.

4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.

5. To comply with any and all terms of said Agreement, including all terms not specifically set forth in the foregoing portions of this Resolution.

Ayes:
Nays:
Absent:

RESOLUTION DECLARED ADOPTED

I, Kristine Bolzman, City Clerk of the City of Saginaw, Michigan, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City of Saginaw, Saginaw County, State of Michigan, at a public meeting held on September 14, 2026; the original thereof is on file in the records of my office; the meeting was conducted and public notice of said meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1976, as amended, and minutes of this meeting were kept and will be made available as required.

____
Kristine Bolzman, MiPMC/CMC
City Clerk

Michigan Department of Natural Resources - Grants Management

Michigan Natural Resources Trust Fund

Development Project Agreement

This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.

This Agreement is between **City of Saginaw** in the county of **Saginaw County**, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT." The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, P.A. 451 of 1994, as amended and under Article IX, Section 35 of the Michigan Constitution. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In Public Act **21 of 2026**, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE.

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: Bliss Park Improvements

Project #: TF25-0086

Grant Amount: $400,000.00 45%

Match Amount: $496,500.00 55%

PROJECT TOTAL: $896,500.00

Start Date: Date of Execution by DEPARTMENT

End Date: 07/24/2028

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 09/22/2026 or the Agreement may be cancelled by the DEPARTMENT. **This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.** The Agreement is considered executed when signed by the DEPARTMENT.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED ______________________

By [Print Name]: Timothy Morales

Title: City Manager

Organization: City of Saginaw

TR5WFL3NNHL5
Unique Entity Identifier

CV0047807
SIGMA Vendor Number

47807
SIGMA Address Code

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED

By: ______________________

Christie Bayus, Grants Section Manager

____

Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiGrants, which is accessed through www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT	**DEPARTMENT CONTACT**
Travis J. Hare, Deputy Director of Public Services	MNRTF Grant Program Manager
Name/Title	Name/Title
City of Saginaw	Grants Management/DNR Finance & Operations
Organization	Organization
1315 S. Washington Avenue	525 W. Allegan Street, Lansing, MI 48933
Address	Address
Saginaw, MI 48601	P.O. Box 30425, Lansing, MI 48909
Address	Address
989-759-2195	517-284-7268
Telephone Number	Telephone Number
thare@saginaw-mi.com	DNR-Grants@michigan.gov
E-mail Address	E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number **TF25-0086** uploaded to MiGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.

3. The time period allowed for project completion is from **07/24/2026** through **07/24/2028**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.

4. The words "project area" shall mean the land and area described in the uploaded legal description and shown on the uploaded boundary map.

5. The words "project facilities" shall mean the following individual components, as further described in the application.

   Bench(es)
   LABYRINTH
   Landscaping
   Paved ADA Parking Space(s)
   Picnic Table(s)
   Play Equipment (including safety surfacing)
   Signage
   Trail 5'-8' wide
   Trash Bin(s)

6. The DEPARTMENT will:

   a. grant to the GRANTEE a sum of money equal to **Forty-Five percent (45%)** of **Eight Hundred Ninety-Six Thousand Five Hundred dollars ($896,500.00),** which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Four Hundred Thousand dollars ($400,000.00).**

b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:

   i. Payments will be made on a reimbursement basis at **Forty-Five percent (45%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
   ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiGrants website, including but not limited to copies of invoices, cancelled checks, EFTs, list of volunteer and/or force account time and attendance records.
   iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
   iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE will:

a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Four Hundred Ninety-Six Thousand Five Hundred dollars ($496,500.00)** in local match. This sum represents **Fifty-Five percent (55%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
b. with the exception of engineering costs as provided for in Section 8, incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans, specifications and bid documents.
c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:

   i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
   ii. **Within 180 days** following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
   iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than $50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
   iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between $5,000 and $50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
   v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
   vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
   vii. Bury all new utilities within the project area.
   viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this

Agreement.

d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant-assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
f. adopt such ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable, and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
j. erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color and design of this sign shall be in accordance with DEPARTMENT specifications.
k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.

8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2026** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.

9. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:

a. Submit a progress report every 180 days during the project period.
b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
c. Submit a complete request for final reimbursement **within 90 days of project completion and no later than 10/31/2028**. If the GRANTEE fails to submit a complete final request for reimbursement by **10/31/2028**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE.

10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.

11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement.

12. The project area and all facilities provided thereon, as well as the land and water access ways to them, shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.

13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title shall not be subject to: 1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:

a. Received an exemption from the DEPARTMENT before the execution of this Agreement, and
b. Received prior approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated ____________________________, and
c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.

14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.

15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.

16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:

a. The GRANTEE agrees that the project area or any portion thereof will not be converted to a use other than public outdoor recreation use without prior written approval of the DEPARTMENT and the BOARD. Any such action will require mitigation approved by the DEPARTMENT and the BOARD, including but not limited to replacement with land of similar recreation usefulness and equal or greater market value.
b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.

17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater market value, and of equal or greater usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater market value and of equal or greater usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.

18. The GRANTEE acknowledges that:

a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and

b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.

19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.

20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.

21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:

a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
or
b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.

22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.

23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.

25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.

26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.

27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.

28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:

a. Terminate this Agreement; and/or
b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, Land and Water Conservation Fund and Recreation Passport Grant Program; and/or
d. Require repayment of grant funds already paid to GRANTEE; and/or
e. Require specific performance of the Agreement.

29. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.

30. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.

31. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.

32. The GRANTEE 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 religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.

33. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.

34. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.

35. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.

SAMPLE RESOLUTION
(Development)

Upon motion made by ________________________________, seconded by _________________________, the following Resolution was adopted:

"RESOLVED, that the _______________________________, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the ________________________________ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide ____________________________($______________) dollars to match the grant authorized by the DEPARTMENT.

2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.

3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.

4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.

5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _________________
The following nay votes were recorded: _________________

STATE OF MICHIGAN)
) ss
COUNTY OF _____________)

I, _________________________________, Clerk of the ____________________________, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _______________________________ at a meeting held _________________________.

____
Signature

____
Title

____
Date

COUNCIL COMMUNICATION R-4

From: Timothy Morales, City Manager

Subject: MDOT Cost Agreement 26-5366, Sheridan Avenue Rehabilitation

Prepared by: Ronald Rangel, Public Services Department

Manager's Recommendation:

I recommend the approval of Cost Agreement 26-5366 with the Michigan Department of Transportation for the rehabilitation of Sheridan Avenue from Treanor Street to Hess Avenue for the Public Services Department, Engineering Division.

Justification:

Michigan Department of Transportation Cost Agreement 26-5366 fixes the rights and obligations of the parties in agreeing to this Amendment to Contract No. 23-5406, dated November 9, 2023, which provided for the construction and financing of the following road improvements:

> Part A – Federal Participation
> Hot mix asphalt base crushing, shaping and paving for a 4-to-3 lane conversion along Sheridan Avenue from Treanor Street to approximately 250 feet north of Hess Avenue, including grading, concrete curb and gutter, sidewalk and curb ramps, permanent signing and pavement markings; and all together with necessary related work.
>
> Part B – No Federal Participation
> Water main along the limits as described in Part A; and all together with necessary related work.

This project was completed in the Summer of 2024 and MDOT is requiring this amendment for the purposes of updating their record-keeping, which was discovered to be missing during the closeout of the contract. The Amendment is needed to reduce the amount of Federal Funds and total estimated project cost to match the low bid amount of the project. The new project cost is $1,939,900. The project cost for Part A is $1,100,300 and was partially funded with Federal Surface Transportation Urban Local (STUL) Funds. Federal STUL Funds were applied to the Part A portion of the project cost up to the lesser of (1) $590,623 or (2) 81.85 percent, and Federal Carbon Reduction Program Funds were applied to the Part A portion of the project cost up to the lesser of (1) $252,306 or (2) 80 percent, the normal Federal participation ratio for such funds. The balance of the Part A project costs, after deduction of all Federal Funds, was paid by the City of Saginaw. In summary, Federal Funds will cover $842,929 of the Part A project costs and the City's share of the Part A project costs is $267,371.

The project cost for Part B is $829,600. Part B work is not eligible for federal funds and all costs associated with Part B are the responsibility of the City. This work included all associated water main work included in the project.

Therefore, the City's cost obligation for this project was $1,096,971 of the total project cost of $1,939,900. The City was also responsible for any cost overruns.

I have approved the cost agreement as to substance and the City Attorney as to form.

Council Action:

This council communication is for informational purposes only of the resolution to be adopted.

RESOLUTION R-4

APPROVING MDOT COST AGREEMENT 26-5366 FOR THE REHABILITATION OF SHERIDAN AVENUE FROM TREANOR STREET TO HESS AVENUE

Moved by Council Member ___________, seconded by Council Member __________ to adopt the following resolution:

WHEREAS: Cost Agreement No. 26-5366 has been submitted by the Michigan Department of Transportation, which requires the City of Saginaw to adopt a resolution for the purpose of fixing the rights and obligations of the parties in agreeing to this Amendment to existing Contract No. 23-5406, which indicated the City's willingness to participate in the cost of hot mix asphalt base crushing, shaping and paving for a 4-to-3 lane conversion along Sheridan Avenue from Treanor Street to approximately 250 feet north of Hess Avenue, including grading, concrete curb and gutter, sidewalk and curb ramps, permanent signing, pavement markings, and water main installation work; and all together with necessary related work; and

WHEREAS: Cost Agreement No. 26-5366 has been approved by the City Manager as to substance and the City Attorney as to form; and

WHEREAS: By virtue of their positions, the Mayor and City Manager are authorized to sign the cost agreement contract.

NOW, THEREFORE, BE IT RESOLVED, that the Council for the City of Saginaw does hereby approve Cost Agreement No. 26-5366 submitted by the Michigan Department of Transportation.

Ayes:
Nays:
Absent:

RESOLUTION DECLARED ADOPTED

I, Kristine Bolzman, City Clerk of the City of Saginaw, Michigan, do hereby certify that the foregoing is a true and complete copy of the resolution adopted by the City of Saginaw, Saginaw County, State of Michigan, at a public meeting held on September 14, 2026; the original thereof is on file in the records of my office; the meeting was conducted and public notice of said meeting was given pursuant to Act No. 267, Public Acts of Michigan, 1976, as amended, and minutes of this meeting were kept and will be made available as required.

____
Kristine Bolzman, MiPMC/CMC
City Clerk

If you require assistance accessing this information or require it in an alternative format, contact the Michigan Department of Transportation's (MDOT) Americans with Disabilities Act (ADA) coordinator at www.Michigan.gov/MDOT-ADA.

DA

AMENDMENT TO CONTRACT 23-5406

Control Section	STUL 73000
Job Number	216276CON
Project	23A0894
CFDA No.	20.205 (Highway Research Planning & Construction)
Contract Number	26-5366

THIS AMENDATORY CONTRACT is made by and between the MICHIGAN DEPARTMENT OF TRANSPORTATION, hereinafter referred to as the "DEPARTMENT"; and the CITY OF SAGINAW, a Michigan municipal corporation, hereinafter referred to as the "REQUESTING PARTY"; for the purpose of fixing the rights and obligations of the parties in agreeing to this Amendment to CONTRACT #23-5406.

WITNESSETH:

WHEREAS, the parties to the Amendment have heretofore, by a Contract dated November 9, 2023, hereinafter referred to as "CONTRACT 23-5406" provided for the construction and financing of that which is hereinafter referred to as the "PROJECT" and is described as follows:

PART A – FEDERAL PARTICIPATION
Hot mix asphalt base crushing, shaping and paving for a 4-to-3 lane conversion along Sheridan Avenue from Treanor Street to approximately 250 feet north of Hess Avenue, including grading, concrete curb and gutter, sidewalk and curb ramps, permanent signing and pavement markings; and all together with necessary related work.

PART B – NO FEDERAL PARTICIPATION
Watermain along the limits as described in PART A; and all together with necessary related work.

WHEREAS, the DEPARTMENT and the REQUESTING PARTY having appropriate authority desire to amend CONTRACT 23-5406 to provide for the decrease in the Federal share and the increase in the estimated PROJECT COST.

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

1. Section 5 of CONTRACT 23-5406 is revised to read as follows:

5. The PROJECT COST shall be met in accordance with the following:

PART A

The PART A portion of the PROJECT COST shall be met in part by contributions by the Federal government. Federal Carbon Reduction Funds in combination with Federal Surface Transportation Funds shall be applied to the PART A portion of the PROJECT COST. Federal Carbon Reduction Funds for future fiscal years, may be applied to the PART A portion of the PROJECT COST incurred as advance construction up to the lesser of: (1) $252,306, or (2) an amount such that 80 percent, the normal Federal participation ratio for such funds, is not exceeded at the time of the award of the construction contract. Federal Surface Transportation Funds shall then be applied to the eligible items of the PART A portion of the PROJECT COST at a participation ratio equal to 74.3 percent. The current available Federal Carbon Reduction Funds for the PART A portion of the PROJECT COST are established to be $0. The balance of the PART A portion of the PROJECT COST, after deduction of Federal Funds, shall be charged to and paid by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Contingent upon availability of Federal Funds and Federal approval, Federal Carbon Reduction Funds, for future fiscal years, may be applied to the cost incurred as advance construction in an amount such that the Federal Funds equal the lesser of: (1) $252,306 or (2) 80 percent.

PART B

The PART B portion of the PROJECT COST is not eligible for Federal participation and shall be charged to and paid 100 percent by the REQUESTING PARTY in the manner and at the times hereinafter set forth.

Any items of PROJECT COST or any advance construction expenditure not reimbursed by Federal Funds will be the sole responsibility of the REQUESTING PARTY.

2. EXHIBIT I of CONTRACT 23-5406 is superseded by EXHIBIT 1 REVISED, dated August 13, 2026 attached hereto and made a part hereof. Any references to EXHIBIT I in CONTRACT 23-5406 shall be construed to mean EXHIBIT 1 REVISED.

3. Except as amended by the provisions herein, all of the provisions, covenants, and obligations of the parties contained in CONTRACT 23-5406 shall remain in full force and effect.

4. The REQUESTING PARTY waives any and all claims it has or may have against the DEPARTMENT which arise out of the need to amend CONTRACT 23-5406.

5. This Amendatory contract shall become binding on the parties hereto and of full force and effect upon the signing thereof by the duly authorized officials for the parties hereto; upon the adoption of the necessary resolution approving said contract and authorizing the signatures thereto of the respective officials of the REQUESTING PARTY, a certified copy of which resolution shall be attached to this contract.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed as written below.

CITY OF SAGINAW

By
Title:

By
Title:

MICHIGAN DEPARTMENT
OF TRANSPORTATION

for Department Director MDOT

REVIEWED
By Larry Doyle at 4:31 pm, 8/20/26

EXHIBIT 1 REVISED

August 13, 2026

CONTROL SECTION	STUL 73000
JOB NUMBER	216276CON
PROJECT	23A0894

ESTIMATED COST

CONTRACTED WORK	PART A	$1,110,300
	PART B	$829,600
	TOTAL	$1,939,900

COST PARTICIPATION

Less Federal Funds (Current Fiscal Year)	PART A	$590,623
	PART B	$0
	TOTAL	$590,623
BALANCE	PART A	$519,677
	PART B	$829,600
	TOTAL	$1,349,277
Less Federal Funds (Advance Construction) Future Fiscal Year*	PART A	$252,306
	PART B	$0
	TOTAL	$252,306
BALANCE (REQUESTING PARTY'S SHARE)	PART A	$267,371
	PART B	$0
	TOTAL	$1,096,971

*Federal Funds for the PROJECT are limited to an amount as described in Section 5.

NO DEPOSIT

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