# CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY 

BROWNFIELD PLAN FOR THE FORMER UNITED ARTISTS THEATRE BUILDING REDEVELOPMENT PROJECT AT 150 BAGLEY STREET

March 15, 2023

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## CITY OF DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY BROWNFIELD PLAN

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## I. INTRODUCTION

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

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

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

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

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

## II. GENERAL PROVISIONS

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

The parcel comprising the eligible property and the subject of this Plan is located at 150 Bagley Street containing approximately 0.69 acres of land and an existing vacant 18-story building commonly known United Artists Building. The Property is considered a "historic resource" as defined by Act 381.

The aforementioned parcel and all tangible personal property located thereon will comprise the eligible property and is collectively referred to herein as the "Property."

Attachment A includes a site map of the Property. The Property is located in the City of Detroit, located at the corner of Clifford Street and Bagley Street with W. Adams Avenue to the west, Park Avenue to the north, Bagley Street to the east and Clifford Street to the south. Attachment B provides the individual legal description for the Property.

| Address | Parcel ID | Owner |
| :---: | :--- | :--- |
| 150 Bagley Street | 02000327 (Historic Resource) | Bagley Development <br> Group, LLC |

Bagley Development Group, LLC ("Developer") is the project developer. Developer intends to rehabilitate the building and upon completion it is anticipated that the project will consist of approximately 217,300 square feet of mixed-use residential and commercial retail/restaurant space. Construction of the project began in the spring of 2022 (demo mobilization commenced $3 / 30 / 2022$ ) and is expected to be completed within the next twenty-four (24) months.

The building is in extreme disrepair and will require an entire overhaul in order to ready the site for prospective tenants. The project will commence with selective interior demolition and asbestos abatement. Once the demolition is complete, the residential floors will be framed to house approximately one hundred forty eight (148) residential units (one and two bedroom units) on floors two through eighteen. The basement and ground floor will house approximately $10,500 \mathrm{sf}$ of commercial office/retail/restaurant space. The existing surface parking will provide optional paid parking to serve the tenants of the building.

The project description provided herein is a summary of the proposed development at the time of the adoption of this Plan. The actual development may vary from the project description provided herein (including, without limitation, the references to square footage or number of units), without necessitating an amendment to this Plan, so long as such variations are not material and/or arise as a result of changes in market and/or financing conditions affecting the project and/or are related to the addition or immaterial removal of amenities to the project. All material changes, as determined by DBRA in its sole discretion, to the project description are subject to the approval of the DBRA staff and shall be consistent with the overall nature of the proposed development, its proposed public purpose, and the purposes of Act 381.

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

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

The Property is considered to be "eligible property" as defined by Act 381, Section 2, because it: (a) was previously utilized for an industrial, commercial or residential purpose; (b) is located within the City of Detroit, a qualified local governmental unit under Act 381; and (c) is determined to be a "historic resource" as defined by Act 381.

The Property is a "historic resource" because it is a privately owned historic building, structure, site, object, feature, or open space either manmade or natural, individually listed or located within and contributing to a historic district designated by the national register of historic places. Attachment G includes confirmation of the Property's historic resource designation.

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

The eligible activities that the Developer intends to conduct at the Property pursuant to this Plan are considered "eligible activities," as defined by Section 2 of Act 381, because they include demolition, lead and asbestos abatement, and the development, preparation and implementation of a brownfield plan and/or Act 381 work plan.

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

Some eligible activities have commenced prior to the adoption of this Plan. Unless otherwise agreed to in writing by the DBRA, all remaining eligible activities shall commence within eighteen (18) months after the date the governing body approves this Plan and all eligible activities will be completed within three (3) years after execution of the Reimbursement Agreement (as that term is defined below). Any long-term monitoring or operation and maintenance activities or obligations that may be required will be
performed in compliance with the terms of this Plan and any documents prepared pursuant to this Plan.

The Developer desires to be reimbursed for the costs of eligible activities as described below. Some eligible activities may commence prior to the adoption of this Plan and to the extent permitted by Act 381 shall be reimbursable pursuant to the Reimbursement Agreement. To the extent permitted by Act 381, tax increment revenue generated by the Property will be captured by the DBRA and used to reimburse the cost of the eligible activities completed on the Property pursuant to the terms of a Reimbursement Agreement to be executed by the DBRA and Developer after approval of this Plan (the "Reimbursement Agreement").

In the event this Plan contemplates the capture of tax increment revenue derived from "taxes levied for school operating purposes" (as defined by Section 2(uu) of Act 381 and hereinafter referred to as "School Taxes"), the Developer acknowledges and agrees that DBRA's obligation to reimburse the Developer for the cost of eligible activities with tax increment revenue derived from Local Taxes, or Specific Taxes that are considered Local Taxes, (as these capitalized terms are defined by Act 381) is contingent upon: (i) the Developer receiving at least the initial applicable work plan approvals by the Michigan Strategic Fund ("MSF") and the Michigan Department of Environment, Great Lakes and Energy ("EGLE"), as may be required pursuant to Act 381, within 270 days after the date this Plan is approved by the governing body, or such other date as the DBRA may agree to in writing or (ii) the Developer providing the DBRA with evidence, satisfactory to DBRA, that the Developer has the financial means to complete the Project without the capture of, and subsequent reimbursement with, the contemplated School Taxes.

The costs listed in Attachment E are estimated costs and may increase or decrease depending on the nature and extent of any environmental contamination and other unknown conditions encountered on the Property. The actual cost of those eligible activities encompassed by this Plan that will qualify for reimbursement from tax increment revenues generated by the Property and captured by the DBRA shall be governed by the terms of the Reimbursement Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Act 381. The Reimbursement Agreement and this Plan will dictate the total cost of eligible activities subject to payment or reimbursement, provided that the total cost of eligible activities subject to payment or reimbursement under the Reimbursement Agreement shall not exceed the estimated costs set forth in Attachment E. As long as the total costs are not exceeded, line item costs of eligible activities may be adjusted after the date this Plan is approved by the governing body, to the extent the adjustments do not violate the terms of the approved EGLE or MSF work plans.
D. Estimate of Captured Taxable Value and Tax Increment Revenues (Section 13(2)(c)); Beginning Date of Capture of Tax Increment Revenues (Section (13)(2)(f); Impact of Tax Increment Financing on Taxing Jurisdictions (Section 13(2)(g))
This Plan anticipates the capture of tax increment revenues to reimburse the Developer for the costs of eligible activities under this Plan in accordance with the Reimbursement Agreement. Subject to Section 13(b)(16) of Act 381, a table of estimated tax increment revenues to be captured is attached to this Plan as Attachment F. The figures included in Attachment F are estimates and are subject to change depending on actual assessed values and changes to annual millage rates. Notwithstanding the tax capture projections described in Attachment F, the DBRA shall be permitted to capture tax increment revenue derived from Local Taxes, or Specific Taxes that are considered Local Taxes during the abatement period.

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

|  | Reimbursement | DBRA Admin |  |  |
| :---: | :---: | :---: | :---: | :---: |
| Taxing Jurisdictions | Costs | Costs | SBRF Capture | LBRF Capture |
| School Operating Tax | \$4,524,677 | \$0 | \$0 | \$0 |
| State Education Tax | \$796,458 | \$0 | \$510,649 | \$0 |
| City General Op | \$0 | \$0 | \$0 | \$0 |
| Wayne County Op | \$0 | \$0 | \$0 | \$0 |
| HCMA | \$0 | \$0 | \$0 | \$0 |
| Wayne County Safety | \$90,369 | \$142,253 | \$0 | \$0 |
| Library | \$0 | \$0 | \$0 | \$0 |
| Wayne County Parks | \$23,688 | \$37,289 | \$0 | \$0 |
| WCCC | \$0 | \$0 | \$0 | \$0 |
| Wayne County | \$95,342 | \$150,082 | \$0 | \$0 |
| Wayne County ISD | \$525,664 | \$827,465 | \$0 | \$0 |
| TOTAL | \$6,056,198 | \$1,157,089 | \$510,649 | \$0 |

The following taxes are projected to be generated but shall not to be captured during the life of the Plan:

| City Debt | $\$ 2,235,021$ |
| ---: | :---: |
| School Debt | $\$ 3,228,364$ |
| DIA | $\$ 49,667$ |
| Zoo | $\$ 24,834$ |
| TOTAL | $\$ 5,537,886$ |

This Plan includes total Developer eligible activities of $\$ 6,355,000$. Current projections indicate a total of $\$ 6,056,198$ will be reimbursed to Developer. The Developer intends to
submit reimbursement requests for the maximum amount of eligible costs approved for eligible activities under this Plan.

In no event shall the duration of this Plan exceed thirty-five (35) years following the date of the governing body's resolution approving the Plan, nor shall the duration of the tax capture exceed the lesser of the period authorized under subsection (5) of Section 13 of Act 381 or 30 years. Further, in no event shall the beginning date of the capture of tax increment revenues be later than five (5) years after the date of the governing body's resolution approving this Plan or otherwise authorized by Act 381. The first year of capture is anticipated to be 2025.

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

The eligible activities are to be financed solely by the Developer. The DBRA will reimburse the Developer for the cost of approved eligible activities, but only from tax increment revenues generated and captured from the Property. No advances have been or shall be made by the City or the DBRA for the costs of eligible activities under this Plan.

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

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

Reimbursements under the Reimbursement Agreement shall not exceed the estimated total cost of eligible activities permitted under this Plan and described in Attachment E.

The Project is also seeking support for a $12-\mathrm{yr}$ Obsolete Property Rehabilitation Act property tax abatement ("OPRA") on the commercial retail/restaurant portion of the building and a $15-$ yr Neighborhood Enterprise Zone Act property tax abatement ("NEZ") on the residential portion of the building which, if approved, will reduce the amount of tax increment revenues available pursuant to this Plan. The OPRA and NEZ abatements are included in the tax capture assumptions provided with this Plan in Attachment F.

The Developer acknowledges and agrees that any eligible activities funded by a grant or loan that is forgiven, or for which the Developer receives a credit for, shall be ineligible for reimbursement under this Plan and shall not be included in any reimbursement requests to DBRA by or on behalf of the Developer. However, any loans that the Developer is required to unconditionally repay shall be eligible for reimbursement under the Plan, subject to the Reimbursement Agreement.

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

Subject to Section 13b(16) of Act 381, the beginning date and duration of capture of tax increment revenues from the Property shall occur in accordance with the tax increment financing (TIF) table included as Attachment F. In no event, however, shall this Plan extend beyond the maximum term allowed by Section 13(b)(16) of Act 381 for the duration of this Plan. The first year of capture will be 2025 to the extent capture is available.

Furthermore, this Plan, or any subsequent amendment thereto, may be abolished or terminated in accordance with Section 14(8) of Act 381 in the event of any of the following:
a. The governing body may abolish this Plan (or any subsequent amendment thereto) when it finds that the purposes for which this Plan was established have been accomplished.
b. The governing body may terminate this Plan (or any subsequent amendment thereto) if the project for which eligible activities were identified in this Plan (or any subsequent amendment thereto) fails to occur with respect to the eligible property for at least two (2) years following the date of the governing body's resolution approving this Plan (or any subsequent amendment thereto), provided that the governing body first does both of the following: (i) gives 30 days' written notice to the Developer at its last known address by certified mail or other method that documents proof of delivery attempted; and (ii) provides the Developer with an opportunity to be heard at a public meeting.

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

## G. Effective Date of Inclusion in Brownfield Plan

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

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

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

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

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

The amount of tax increment revenue authorized for capture and deposit in the LBRF is currently estimated at $\$ 0$. All funds, if any, deposited into the LBRF shall be used in accordance with Section 8 of Act 381.

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

The DBRA shall pay to the Department of Treasury at least once annually an amount equal to $50 \%$ of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, that are captured under this Plan for up to the first twenty-five (25) years of the duration of capture of tax increment revenues for each eligible property included in this Plan. If the DBRA pays an amount equal to $50 \%$ of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, on a parcel of eligible property to the Department of Treasury under Section 13b(14) of Act 381, the percentage of local taxes levied on that parcel and used to reimburse eligible activities for the Project under this Plan shall not exceed the percentage of local taxes levied on that parcel that would have been used to reimburse eligible activities for the Project under this Plan if the $50 \%$ of the taxes levied under the state education tax, 1993 PA 331, MCL 211.901 to 211.906, on that parcel were not paid to the Department of Treasury under Section 13b(14) of Act 381.

## K. Developer's Obligations, Representations and Warrants; Section 13(2)(m))

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

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

The Developer represents and warrants that a Phase I Environmental Site Assessment ("ESA") was performed at the Property. Attached hereto as Attachment G is the City of Detroit's Department of Buildings, Safety Engineering and Environmental ("BSEED")
acknowledgement of its receipt of the Phase 1 ESA. If appropriate, a Phase II ESA, baseline environmental assessment, and due care plan, pursuant to Part 201 of Michigan's Natural Resources and Environmental Protection Act (MCL 324.20101 et seq.) shall also be performed on the Property and copies of such reports shall be submitted to BSEED by the Developer.

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

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

## ATTACHMENT A

Site Map


## ATTACHMENT B

## Legal Descriptions of Eligible Property to which the Plan Applies

Address: 150 Bagley Street<br>Detroit, Michigan 48226

## Parcel ID: 0200037

Legal Description: N BAGLEY 27 THRU 2567 AND VAC ALLEY ADJ EXC THAT PT DEEDED FOR ALLEY AND CLIFFORD AVE AS WD PLAT OF SEC 12 GOVERNOR \& JUDGES PLAN L34 P555 DEEDS, W C R 2/4 181.34 IRREG

## ATTACHMENT C

## Project Description

Project Name:<br>Former United Artists Theatre Building<br>Project Location: 150 Bagley Street, Detroit, Wayne County, MI<br>Type of Eligible Property: Historic Resource

Total Project Investment: Approximately $\$ 73.4$ million

Eligible Activities:

Reimbursable Costs:

Demolition, lead and asbestos abatement, and development, preparation, and implementation of brownfield plan and Act 381 work plan.
$\$ 6,355,000$ - Developer will seek reimbursement for the maximum amount of eligible costs approved for eligible activities under this Plan. Current projections indicate a total of $\$ 6,056,198$ will be reimbursed to Developer.

Years to Complete Payback: 30 years
Base TV/New TV Estimate: Base $\$ 258,166$ / New $\$ 7,592,818$
Project Overview: Bagley Development Group is proposing a redevelopment of the Property located in the City of Detroit at 150 Bagley Street. The proposed mixed use project includes conversion of a vacant historic building into approximately 217,300 of fully reactivated square feet. The rehabilitated building will include all of the modern amenities of a first class building and is project to house ground floor and basement level commercial office/retail/restaurant space. Floors two through eighteen will house a mix of one bedroom and two bedroom market rate apartments ( 30 one bedroom units will be provided at $80 \%$ AMI based on MSHDA guidelines and located near the center stack facing the front of the building on floors 3-17) that will be subject to a Neighborhood Enterprise Zone Abatement and an Obsolete Property Rehabilitation Act Abatement applicable to the basement and ground floor commercial/retail/restaurant space.

The development team includes Emmett S. Moten, Jr., Larry S. Brinker Sr., Scott D. Allen, Richard J. Hosey III, Tom Goss, James F. Thrower, Roy S. Roberts, and Melvin Butch Hollowell. The development team's combined experience include various residential and commercial developments in the City of Detroit, including the Fort Shelby Hotel and

Residences, Kirby Center Lofts, Capital Park Lofts, 1212 Griswold, and a 110 unit housing development on the City's north side.

The Property was historically known as the United Artists Theatre Building and was constructed in 1928. It housed a movie house and office space until 1971. The Detroit Symphony Orchestra occupied the building until its closing in 1983. The building has been vacant since 1984.

The Project is expected to generate approximately $\$ 73.4$ million in investment with approximately 150 temporary construction jobs and 60 new restaurant jobs created by the tenant varying in positions from service to management with market wages. The Project will significantly improve the site with the presence of a completely renovated mixed-use building in the downtown, increased property taxes, and create new permanent and temporary jobs associated with the redevelopment activities.

## ATTACHMENT D

## Support Letters

March 29, 2023

Detroit City Council
Coleman A. Young Municipal Center
2 Woodward Ave, Suite 1340
Detroit, Michigan 48226

## Re: 150 Bagley Redevelopment

Dear Honorable City Council:

I am pleased to write this letter of support for the 150 Bagley Redevelopment Project on Bagley Street in Downtown Detroit. The Project will bring much needed housing to the downtown and rehabilitate a long-standing vacant building in downtown.

We support the Project and ask that City Council support the requested Brownfield Plan to support the Project.

Thank you for your consideration,


Eric B. Larson
Chief Executive Officer
Downtown Detroit Partnership

8220 Second Avenue - Detroit, Michigan 48202 - (313) 871-2087 phone - (313) 871-7745 fax

Rev. Dr. Wendell Anthony,
President
Kamilia K. Landrum,
Executive Director

March 31, 2023
Detroit Brownfield Redevelopment Authority
c/o Brian Vosburg, Director
500 Griswold Street, Suite 2200
Detroit, Michigan 48226
bvosburg@.degc.org
Re: Support for Former United Artists Theatre Building
Redevelopment Project at 150 Bagley
Dear Members of the Board:
I am writing this letter in strong support of awarding Brownfield incentives to the team that is redeveloping the United Artists Building. The NAACP stands firmly for equality of opportunity in all facets of American life: education, voting, the law, and yes, housing and economic development. This team, which is comprised of majority African American ownership, and individuals who are the gold standard in achievement in this community. This is a new day when our large economic development projects do not just have African Americans working on them, but in this case, being the owners. That is exactly the kind of progress we at the NAACP stand for.

This "Residences @ 150 Bagley" project will be truly transformational. It represents a $\$ 75$ million investment in our community, with 148 residences, $20 \%$ of which are affordable housing. And it will create 150 new jobs for gainful employment for our citizens.

I urge you to support this project and this stellar team.
Sincerely,


Rev. Dr. Wendell Anthony

March 24, 2023

Detroit City Council
Coleman A. Young Municipal Center
2 Woodward Ave, Suite 1340
Detroit, Michigan 48226

Re: $\quad 150$ Bagley Redevelopment

Dear Honorable City Council:

I am pleased to write this letter of support for the 150 Bagley Redevelopment Project on Bagley Street in Downtown Detroit. The Project will bring much needed housing to the downtown and rehabilitate a long-standing vacant building in downtown. My business happens to be located within a few blocks from 150 Bagley and I look forward to serving the new residences and commercial establishments that will be there.

We support the Project and ask that City Council support the requested Brownfield Plan to support the Project.

Thank you for your consideration!
Sincerely,
Mise frame
Mike Frank, Owner
Clifford Street Cleaners
Your Valet

PLANNING AND DEVELOPMENT DEPARTMENT

Phone 313-224-1339 www.detroitmi.gov

November 29, 2022

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

## RE: Former United Artists Building Redevelopment Project at 150 Bagley Street Brownfield Redevelopment Plan

Dear Ms. Kanalos,
The Detroit Brownfield Redevelopment Authority (DBRA) Former United Artists Building Redevelopment Project at 150 Bagley Street Brownfield Redevelopment Plan (the "Plan").

Bagley Development Group, LLC is the project developer ("Developer"). The property in the Plan consists of one (1) parcel located at Clifford Street and Bagley Street in Downtown Detroit.

The project consists of the redevelopment of the existing 18-story historic structure into approximately 217,300 square feet of mixed-use residential and commercial retail space. The ground floor and lower levels will house the commercial spaces and floors $\overline{2}-18$ will house a mix of one and two-bedroom residential units with $20 \%$ of the units at $80 \%$ of the Area Median Income.

The project will redevelop an underutilized and historic property to provide new residential units in the downtown neighborhood of Detroit. Total investment is estimated at $\$ 73.4$ million.

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


Russell Baltimore
Assistant Director Design
Planning and Development Department
c: B. Vosburg
C. Capler

## Attachment B

TO: THE DETROIT BROWNFIELD REDEVELOPMENT AUTHORITY
FROM: DETROIT, BUILDINGS, SAFETY ENGINEERING, AND ENVIRONMENTAL DEPARTMENT

PROJECT: 150 Bagley
DATE: $\quad 10 / 31 / 2022$
The undersigned, from the City of Detroit, Buildings, Safety Engineering, and Environmental Department acknowledges the receipt of the environmental documents listed below, which have been submitted by 150 Bagley LLC, as developer, as part of its Brownfield Plan submittal to the Detroit Brownfield Redevelopment Authority (DBRA), for the 150 Bagley Development project.

1 Phase I Environmental Site Assessment, pursuant to USEPA's. All Appropriate Inquiry using American Society of Testing Materials (ASTM) Standard E 1527-13

1 Phase II Environmental Site Assessment, pursuant to ASTM Standard 1903 (if appropriate)
__ Baseline Environmental Assessment, pursuant to Part 201 of Michigan 's Natural Resources and Environmental Protection Act, MCL 324.20101 et seq. (if appropriate).

Due Care Plan, pursuant to Part 201 of Michigan's Natural Resources and Environmental Protection Act, MCL 324.20101 et seq. (if appropriate).

Based upon its review of the above environmental documents and the representations of the developer, the City of Detroit, Buildings, Safety Engineering, and Environmental Department agrees with the environmental consultant that the site is not considered a Part 201 "facility" because no contamination is indicated in the ESA above EGLE GRCC. The documents received for this project satisfy the DBRA Guidelines.

City of Detroit, Buildings, Safety
Engineering, and Environmental Department
By: Anita flarrington
Its: Environmental Speccalist III

Detroit Office<br>1640 Porter Street • Detroit, MI 48216<br>Telephone (313) 965-5080 • Fax (313) 965-3232<br>Patrick J. Devlin<br>Financial Secretary Treasurer<br>Steve Claywell<br>President

April 4, 2023

Detroit City Council
Coleman A. Young Municipal Center
2 Woodward Ave., Suite 1340
Detroit, MI 48226

## RE: 150 Bagley Redevelopment

Dear Honorable City Council members,

I am pleased to write this letter in support of the 150 Bagley Redevelopment project on Bagley Street in downtown Detroit. The completed project, of course, will bring much-needed housing and people presence to the downtown area, and will result in the rehabilitation of a long-standing derelict building.

But during the construction process, our building trades men and women will be the beneficiaries of the jobs that will be created. Electricians, masons, plumbers, sheet metal workers and other trades will be on the job, and enjoy a fair wage that will be put back into our community.

The project will offer employment opportunities not only to our long-standing and highly skilled journeymen and women, but to apprentices learning the trades. No doubt many Detroit residents will be among those hired to perform the rehabilitation of the building.

Please consider this letter as a strong voice of support for the 150 Bagley project, not only for the employment opportunities it will provide our workforce, but also as another building brought back to life in a resurging downtown.

Very truly yours,


Secretary-Treasurer

## ATTACHMENT E

## Estimated Cost of Eligible Activities Table

## ESTIMATED COST OF ELIGIBLE ACTIVITIES

| Description of Eligible Activities | Estimated Cost |
| :--- | ---: |
| MSF Eligible Activities |  |
| 1. Demolition | $\$ 3,500,000$ |
| 2. Lead and Asbestos Abatement | $\$ 2,000,000$ |
| Subtotal MSF Eligible Activities | $\mathbf{\$ 5 , 5 0 0 , 0 0 0}$ |
| 3. Contingency (15\%) | $\$ 825,000$ |
| 4. <br> Brownfield/Work Plan Preparation and <br> Development | $\$ 30,000$ |
| $\quad$ Total MSF Eligible Activities |  |

*Current projections indicate a total of $\$ 6,056,198$ will be reimbursed to Developer.

## ATTACHMENT F

TIF Tables





```
#Othon
Lus 3% annual inflation increases thereatter
Isumes millage rate remainsthe same
Mssumesmilage rate remainset
DDA Capture resumes folowing expiration of NEZ
```

Estimated Taxable value (TV) Increase Rate: 3.00\%






```
Ootnotes: texabl value based on proposed build out,
Ius 3% annual inflation increasesthereater
Assumesmilage rate remains the same 1
```



```
DDA Capture resumes followingexpiration of NEZ
```

| Developer Maximum Reimbursement | Proportionality | School \& Local Taxes |  | Local-Only Taxes | Total |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| State | 87.9\% | \$ | 5,321,135 | \$ |  | 5,321,135 |
| Local | 12.1\% | \$ | 735,063 | \$ |  | 735,063 |
| TOTAL |  | \$ | 6,056,198 |  |  | 6,056,198 |
| EGLE |  | \$ |  | \$ |  | 5 |
| MSF |  | \$ | 6,056,198 | \$ |  | 6,056,198 |


| Estimated Capture | $\$ 7,723,935$ |  |
| :--- | :--- | :--- |
| Administrative Fees | $\$ 1,157,089$ |  |
| State Revolving Fund | $\$$ | 510,649 |
| LBRF | $\$$ | - |







## LOCAL BROWNFIELD REVOLVING FUN


ctivities are ereambursed. May be taken froms aller eligiope
$\frac{\text { only. }}{\text { Footnot }}$
Assumes taxable value increases based on proposed build out plus $3 \%$ annual increases for inflation thereafter. 2025 is the first year of TIF Capture and reimbursements are shown with a one ear delay.
(2) Assumes Millage Rates remain constant. DDA capture
resumes following abatements expiring.
Assumes $12 y$ OPRA on Commercia


activities are reimbursed. May be taken from
$\frac{\text { only. }}{\text { Footnot }}$
(1) Assumes taxable value increases based on
plus $3 \%$ annual increases for inflation thereaft
year of TIF Capture and reimbursements are s ear delay.
2) Assumes Millage Rates remain constan.
resumes following abatements expiring.
(4) Assumes 15yr NEZ on Residential

## ATTACHMENT G

Historic Resource Confirmation


## ATTACHMENT H

Incentives Chart

## INCENTIVE INFORMATION CHART

| Project Type | Incentive Type | Investment Amount | District |
| :---: | :---: | :---: | :---: |
| Mixed-Use - |  |  |  |
| Residential/Commercial <br> Retail | Brownfield TIF, <br> OPRA and NEZ | $\$ 73.4$ million | 6 |


| Jobs Available |  |  |  |  |  |  |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
| Construction |  |  |  |  |  |  |  |
| Professional | Non- <br> Professional | Skilled <br> Labor | Non- <br> Skilled <br> Labor | Professional | Non- <br> Professional | Skilled <br> Labor | Non- <br> Skilled <br> Labor |
| 15 | 30 | 95 | 10 | 10 | 40 | 0 | 10 |

1. What is the plan for hiring Detroiters?

- The Developer's contractor will work with local trades and the landlord will work with tenants and the City of Detroit to help facilitate and ensure that local hiring practices are implemented.

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

- Available jobs will include professional and non-professional retail positions.

Construction trade contractors include carpenters, laborers, operators, roofers, plumbers, electricians, and landscapers. There will be approximately 150 construction positions during the duration of construction with additional indirect support positions.
3. Will this development cause any relocation that will create new Detroit residents?

- Given the scope of the Project, it is anticipated that it will result in the creation of new Detroit residents.

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

- The Project was discussed through the local community advisory group when reviewed during the historic tax credit and approval process. The developer will assist their tenants in advertising available positions when the Project is nearing completion and the tenants are seeking available applicants.

5. When is the construction slated to begin?

- Construction began in April 2022 and is estimated to be completed 24 months thereafter.

6. What is the expected completion date of construction?

- Construction of the overall Project is expected to be completed within approximately 24 months following construction commencement.
*Please contact Linda Wesley at (313) 628-2993 or wesleyl@detroitmi.gov to schedule a date to attend the Skilled Trades Task Force.

