



Washtenaw County Brownfield Redevelopment Authority

VIRTUAL MEETING AGENDA

Thursday, October 14th 2021 9:00 a.m.

(Due to COVID-19 this meeting will be held virtually, using Zoom, and available to the public using either method below)

Link to join the meeting:

<https://washtenawcounty.zoom.us/j/99121565816?pwd=bk9ldXpEUmJQU1hNbVhPWHE2d3pwUT09>

Call In Number: US: +1 312 626 6799 Webinar ID: 9912156 5816 Passcode: 228181

Link to Board Member Contact Information: https://docs.google.com/document/d/1US6F29kg7dHZyT421-8_Sz0ZxcGewlcJfGiAjNW1aAs/edit?usp=sharing

1. Call to Order

- a. Board member Roll Call and Declaration of City/Township/Village, County and State from which they are attending. (i.e. *PRESENT and attending remotely, from City of Ypsilanti, Washtenaw County, Michigan*)

2. Public Comment*

3. Approval of Agenda

4. Approval of Minutes

- a. August 12, 2021 Meeting

5. Board Member Conflict of Interest Disclosure

6. Business

1. 206-210 N. Washington Avalon LBRF Agreement – Action
2. Maple Oaks Eligible Activity Approval – Action
3. 2440 E. Clark Road Ypsi Community School Phase I Environmental Assessment Grant – Action
4. 415 W. Washington Environmental Assessment Grant Application, City of Ann Arbor - Action
5. 3874 Research Park Drive – Form Brownfield Plan Review Sub-Committee
6. August - September 2021 Financial Report – Action

7. Other Business

8. Public Comment*

9. Adjournment

*All public comment will be limited to three (3) minutes per person

Washtenaw County
Brownfield Redevelopment Authority (WCBRA)
Meeting held virtually using Zoom

DRAFT MEETING MINUTES
Thursday, August 12, 2021, 9:00 a.m.
(There was no July Board meeting)

Board Present: Allison Krueger – Vice Chair, James Harless, Sue Shink, Morgan Foreman (joined 9:39), Joe Meyers, Sybil Kolon

Board Absent: Trevor Woollatt – Chair, Karen Lancaster, Christy Maier

Staff: Nathan Voght – OCED

Joining the Video conference: Patti McCall – TetraTech, Derek Delacourt – City of Ann Arbor, Bill Godfrey – Three Oaks, Anne Jamieson – Jamieson Consulting, Wendy Carty-Saxon – Avalon Housing, David Amir - ASTI

Handouts: None

1. Call to Order

Chair Woollatt called the virtual video-conference meeting to order at 9:05 a.m.

- a. Board member Roll Call and Declaration of City/Township/Village, County and State from which they are attending: James Harless, calling from City of Ann Arbor, Washtenaw County, Sue Shink, calling from Northfield Twp., Washtenaw County, Allison Krueger, calling from Ypsilanti Township, Washtenaw County, Sybil Kolon, calling from Manchester Twp, Washtenaw County, Joseph Meyers, calling from City of Ypsilanti, Washtenaw County.

2. Public Comment

There was no public comment.

3. Approval of Agenda

J. Meyers moved to approve the agenda (2nd S. Kolon), and the motion passed unanimously.

4. Approval of June 10th, 2021 Meeting Minutes

S. Kolon asked that the August 12th meeting minutes note that there was no July meeting.

J. Meyers moved to approve the June 10th minutes (2nd J. Harless), and the motion passed unanimously.

5. Board Member Conflict of Interest Disclosure

None declared.

6. Business

1. Maple Oaks Reimbursement Agreement – Action

Staff referred to the summary memo. The Board tabled this in June. J. Harless asked the developer, Bill Godfrey, if all the costs in this Agreement are existing, to which he applied in the affirmative.

J. Harless moved to approve the Maple Oaks SOUTH Reimbursement Agreement (2nd J. Meyers), and the motion passed unanimously.

2. Maple Oaks Interlocal Agreement with Saline Tax Increment Finance Authority – Action

N. Voght summarized how the Authority was informed the Maple Oaks project was actually within a TIFA district, which would be first in line to capture about 24 mills, which would reduce capture. The developer formally requested the City TIFA Authority approve an Interlocal to forego their capture and allow it to reimburse for Eligible Activities. They approved the Interlocal at a late July meeting, and now the Brownfield Authority is being asked to approve and sign it.

J. Harless moved to approve the Interlocal Agreement as presented (2nd J. Meyers) and the motion passed unanimously.

3. Water Street Reimbursement Agreement, City of Ypsilanti – Action

N. Voght referred to the Agreement in the packet, which is modified to be more of an “umbrella” Agreement, which the City then can “deploy” TIF incentives as developer(s) are found to redevelop the site. It allows the City to reimburse its own costs, which the Board directed the City to do to support the LBRF grant given for PCB Remediation, or the City can utilize available TIF and approve Act 381 Work Plans in support of developers’ eligible activities to redevelop the site.

J. Meyers is comfortable with the agreement. S. Kolon moved to approve the Water Street Reimbursement Agreement (2nd J. Harless), and the motion passed unanimously.

4. 206-210 N. Washington, Avalon Housing, Add'l Assessment Grant Request – Action

N. Voght covered the history of the request, and referred to the draft Agreement in the packet. J. Harless asked that the draft Agreement show track changes from the template when presented to the Board.

J. Meyers moved to approve the Reimbursement Agreement as presented (2nd J. Harless), and the motion passed unanimously.

5. 206-210 N. Washington Environmental Assessment Grant, Avalon Housing - Action

N. Voght summarized the additional application for Phase II investigation, based on the completion of the Phase I and recommendation from the consultant. The Board had not approved the Phase II cost range in the initial proposal several months ago, preferring to see a detailed Phase II scope and cost to approve.

Michael Appel, from Avalon, described the status of their due diligence and what they are asking for now. A Board member asked if MSHDA would require a soil gas investigation, and Mr. Appel indicated they would request soil gas costs only if MSHDA requires it.

Joe Meyers indicated he supported this supplemental grant application and moved to approve the additional \$12,700 for Phase II investigation for 206-210 N. Washington (2nd J. Harless), and the motion passed unanimously.

6. 415 W. Washington Redevelopment, City of Ann Arbor – Discussion

N. Voght provided brief background on this item, and the City of Ann Arbor's process to redevelop various city-owned sites to provide affordable housing. Derek Delacourt, from the City of Ann Arbor, was in attendance and provided background on the site. They've arrived at a concept of about 200 units being possible on the site. The Ann Arbor DDA has granted \$200,000 to assist with entitling the site through the land use approval process, so that it's ready for redevelopment. The City will take it through the PUD process prior to taking the site to market. The site is within the Historic District, and was recently presented to the Historic District Commission. The City is partnering with the Treeline Trail, as well.

M. Foreman joined the meeting at 9:39 a.m.

The City needs to gain a better understanding for the environmental conditions now, and is looking for guidance from the Brownfield Authority on how to best accomplish that. Would an environmental assessment grant be the first step? Or an LBRF grant? TetraTech has a proposal and scope now, so what is the appropriate request from the Brownfield Authority?

J. Harless asked about chain of ownership, to which Mr. Delacourt responded it's been historically a public works building, Road Commission and City-owned. Mr. Harless discussed his concern about the City being a potential Liable Party.

J. Meyers stated he wants to support affordable housing. Mr. Delacourt talked about the site conditions, including floodplain, chimney that needs to be preserved, etc., which makes the site not ideal to achieve tax credit housing given the environmental parameters and restrictions for this type of housing. S. Shink also stated she is supportive of affordable housing.

Mr. Delacourt indicated that Jennifer Hall, Director of the Ann Arbor Housing Commission, will be the lead, and she's indicated that 60% Tax Credits are not feasible for this site, and it's too difficult of a site for MSHDA to consider.

The Board had a general discussion about the issue of the City being a potential Liable Party, but increasing support and willingness to incentivize the site for affordable housing. N. Voght stated that the City is looking at all possibilities, but this site may not be ideal based on what the City is saying. The site is a significant environmental challenge and will require Brownfield incentives, with or without affordable housing. He stated that the first step could be an assessment grant, as those funds are Local Only anyway, and the Board has the authority to use local funds to potentially benefit a Liable Party.

J. Harless stated the Board still needs more information on the City's Liable Party status.

7. July 2021 Financial Report – Information Only

Presented for information only.

7. Other Business

None.

8. Public Comment:

The Board asked if anyone attending had additional public comment, and no one responded.

9. Adjournment:

The meeting adjourned at 10:13 a.m.

These minutes were approved by the Washtenaw County Brownfield Redevelopment Authority at the _____, 2021 meeting, held virtually with Zoom.



Washtenaw County Brownfield Redevelopment Authority

Agenda Summary Memo REGULAR VIRTUAL MEETING

9:00 a.m. Thursday, October 14th, 2021

TO: Washtenaw County Brownfield Authority
FROM: Nathan Voght, Washtenaw County Brownfield Coordinator
DATE: October 7, 2021

This regular board meeting will be held virtually, using Zoom. Here is a link to the meeting:

<https://washtenawcounty.zoom.us/j/99121565816?pwd=bk9ldXpEUmJQU1hNbVhPWHE2d3pwUT09>

The public will be able to attend by following the above link, or with the following call-in info:

Phone #: US: +1 312 626 6799 Webinar ID: 9912156 5816 Passcode: 228181

A roll call of each member present will be taken, with each announcing the city/county/state where they are physically located. In addition, board member contact information is required to be included in the meeting notice. I have added a link to a roster of the Board, with email contact information, to the top of the agenda.

Business Items:

1. 206-210 N. Washington Avalon LBRF Agreement – Action

The Board previously approved approximately \$30,000 in LBRF funding for environmental assessments for this property owned by the City of Ypsilanti, which Avalon is proposing to redevelop into affordable housing. An LBRF Grant Agreement has been drafted and reviewed by Avalon. Staff is asking for Board approval to execute.

2. Maple Oaks Eligible Activity Approval – Action

The Board approved the Maple Oaks SOUTH Reimbursement Agreement last month, and it's been executed. The developer has now submitted \$68,267.50 in Eligible Activities, all of which were previously incurred and are environmental due diligence and soft costs such as Brownfield Plan preparation and legal fees.

Staff has reviewed all the [submitted documents and proof of payments](#), and received additional cleared checks that were not included in the initial submittal. On the next page is a summary table of activities and amount approved for those activities, and what is requested.

Summary of Requested Eligible Activity Approval with Approved Brownfield Plan Amounts

Activity	Brownfield Plan Max	Requested
Pre Approved BEA Activities	\$51,759	\$28,862
Due Care Activities – North Parcel	\$287,339.80	\$0 (Future construction phase)
Contingency on North Parcel DC	\$43,100.97	\$0 (Future construction phase)
Site Demolition South Parcel	\$105,800	\$0 (City approval required)
BF Plan Preparation	\$10,000	\$10,000 (part of \$17,460 submitted)
Consulting and Support/Administration	\$27,000	\$9,360 + (\$7,460 remaining from above) = \$16,820
Legal Services	\$15,000	\$12,585.50
	TOTAL	\$68,267.50

Staff recommends approval of the requested \$68,267.50, and reimbursement of the summer 2021 capture of \$49,563.19.

3. 2440 E. Clark Road Ypsi Community Schools Phase I Environmental Assessment Grant – Action

Ypsilanti Community Schools has various surplus property that is being assessed and reviewed for potential redevelopment. The Board previously funded Phase I ESAs and Title Work on three other school properties, one of which is still occupied by former Cheney Elementary. Authority staff contracted directly with ECT to oversee the assessments, at the request of the School District.

The District has an additional property they are considering for disposition:



Staff requested a cost proposal from ECT, who conducted the previous three investigations after competitive cost proposals were submitted. The proposed cost is \$3,000, in the September 30, 2021 ECT proposal, which includes the extra Title Search cost by ECT through the Register of Deeds.

A grant application is being prepared now by the School District, and will be forwarded to the Board soon.

Staff recommends approval of the grant application, and authorizing staff to place ECT under contract to complete the Phase I investigation on behalf of Ypsilanti Community Schools.

4. 415 W. Washington Environmental Assessment Grant Application, City of Ann Arbor – Action

The City of Ann Arbor and their environmental consultant from TetraTech attended the August Board meeting to present the property that the City is seeking to redevelop. While affordable housing is the goal, as discussed in August, this site may not be well-suited for tax-credit housing due to the requirements for such housing and conditions present.

[Here are pictures from a July 21st site walk.](#)

The City is requesting assistance from the Authority to conduct additional investigation to close data gaps in the existing environmental data for the site. The application is for a Phase II investigation for \$20,700. The City needs to have additional information to ensure the concept land use plan is feasible, prior to entitling the property through the PUD process, then putting the site out to market to seek a developer. The Board needed more information on chain of ownership, which is provided in the Phase I ESA, included in the link provided below.

[Here is a link to the Grant Application and Phase I, Phase II and scope for the 415 W. Washington Application.](#)

While the City is in the chain of title, and a potentially Liable Party, this site presents significant challenges to redevelopment, and staff is supportive of assisting the City with further delineating the extent of the environmental impacts. The Environmental Assessment Grant Program is funded through Administrative Fees' capture, which is 100% local millages, as required by Act 381. The Authority has more flexibility and local autonomy to fund activities using local capture that may be deemed to benefit a Liable Party.

Staff recommends the Board discuss the use of LBRF funds (which include both local and state capture), given that ultimately the City may have to undertake response activities prior to property sale. This may require a deeper discussion on any restrictions on the use of brownfield funds to potentially benefit a Liable Party. However, the City is the Authority's most significant municipal partner, and a distinction could be made between public partners advancing community benefits and general welfare, and private entities that have other interests and motivations.

This initial assessment grant could be rolled into a larger LBRF grant, similar to the 206-210 N. Washington Avalon request in the City of Ypsilanti, and the Leslie Science and Nature Center site, which began as a \$50,000 assessment grant, that was later rolled into a much larger LBRF grant.

5. 3874 Research Park Drive – Form Brownfield Plan Review Committee – Action

A Brownfield Application and draft Brownfield Plan have been submitted for the above property, located in the City of Ann Arbor. Staff requests three members volunteer on a Sub-Committee to assist with review of the draft Brownfield Plan.

[Here is a link to the Brownfield Application, Draft Brownfield Plan and Phase II report.](#)

6. August – September 2021 Financial Report – Action

Please see the attached financial report, including City of Ann Arbor summer 2021 tax capture for most projects, and Maple Oaks in Saline, and 140 Buchanan in Chelsea.

There will be 309 N. Ashley capture from summer of 2021, but the calculations are delayed.

The 615 S. Main developer will be fully reimbursed this month with the \$88,185 reimbursement, including full LBRF capture of \$730,000. Note we captured an additional \$77,639 for 3 mills SET payments – 2020 billed to the Authority in Fall 2021, and 2021 billed in 2022.

Packard Square is similarly fully paid off with a final LBRF capture of \$393,483 from summer taxes. The total LBRF capture from this project is \$1,180,000.

Finally, the Michigan Inn developer will be fully reimbursed this month, and LBRF capture begins with \$26,684.70. Total LBRF capture will be \$59,604.

Staff Updates

- See an updated Assessment Grant Map by Opportunity Zone in the packet.
- Staff would like to present a memo and recommendations on an LBRF capture policy at the next meeting.
- The City of Ypsilanti City Council approved a Purchase Agreement with Renovare, the developers for 220 N. Park, at the Oct. 6th meeting. Staff will begin to work with the City on Brownfield planning.
- We have hired a new intern, Anthony Bui, a first year Graduate Planning student at U of M Ann Arbor. He will be attending the Brownfield meeting.
- Staff plans on attending the National Brownfield Conference in Oklahoma City Dec 8-11. The Downriver Community Conference is offering \$750 stipends, so total cost to the program will be about \$500-600.

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY
LOCAL BROWNFIELD REVOLVING FUND GRANT AGREEMENT

This Local Brownfield Revolving Fund Grant Agreement (the “Agreement”) dated September 16, 2021 is entered between the WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (the “Authority”), an authority established pursuant to Act 381 of 1996, as amended (“Act 381”), whose address is 220 N. Main Street, P.O. Box 8645, Ann Arbor, Michigan 48107-8645 and Avalon Nonprofit Housing Corporation, d/b/a Avalon Housing, Inc. (the “Grantee”), a Michigan nonprofit corporation, whose address is 1327 Jones Drive, Suite 102, Ann Arbor, MI, 48105.

RECITALS

- A. Pursuant to Act 381, as amended, the Authority has established a Local Brownfield Revolving Fund (the “Fund”) for the purpose of facilitating brownfield redevelopment in the region.
- B. The Authority adopted a policy for awarding loans and grants from the Fund to support eligible activities on eligible brownfield properties.
- C. The Authority awarded the Grantee a \$17,456 grant of LBRF funds at the June 10, 2021 meeting, and an additional \$12,700 at the August 12, 2021 meeting, for a total of \$30,156, to support Phase I, II, BEA and Due Care Plan.
- D. The Eligible Property is known as 206-210 N. Washington in the City of Ypsilanti, parcel ID# 11-40-411-003.
- E. The Grantee wishes to utilize LBRF grant funds to conduct Eligible Activities within the eligible properties, and the Authority is willing to grant said funds on the Terms and Conditions herein contained.

TERMS AND CONDITIONS

Pursuant to the Recitals of this Agreement, the parties agree with each other as follows:

- 1. Grant – The Authority hereby agrees to grant to Avalon Nonprofit Housing Corporation up to \$30,156 to conduct eligible brownfield activities, as described in the submitted LBRF applications and accompanying cost proposals from ASTI dated May 27, 2021 and August 2, 2021, and Phoenix Contractors, Inc. proposal dated February 23, 2021.
- 2. Grant Budget – The Grantee submitted a list of proposed costs in the LBRF Application, (Exhibit A), and ASTI and Phoenix cost proposals, and was approved by the Authority not to exceed \$30,156.

3. Repayment – The funds granted shall not be required to be repaid to the Authority, provided the Grantee complies with all applicable Terms and Conditions.
4. Procurement of Eligible Activities – The Authority is bound to be good stewards of the public funds within the LBRF Fund. Therefore, the Authority will ensure the grant funds are utilized in the most efficient and effective manner. Grantee shall ensure the work to be funded with LBRF funds are procured in a manner that is competitive and ensures the most qualified contractor with the lowest price is selected to complete the activities. ~~In addition, the Grantee shall provide to the Authority, through its designated staff, for review and approval 1) any bid specifications prepared to be included in any Request for Proposals in seeking competitive bids from qualified contractors to perform any of the Eligible Activities to be covered by this Grant, and 2) all bids received from applicable contractors. The Authority, through its designated staff, after full review of all bids in collaboration with the Grantee, shall be consulted on the decision to award of the Grant funded work to the preferred contractor.~~
5. Disbursement – The Grant funds will be disbursed to the Grantee as Eligible Activities are or have been completed, upon submittal by Grantee of a statement of costs of such activities paid or incurred from time to time, but not more frequently than monthly. Such a statement shall include a description of Eligible Activities performed, and a copy of invoices for the work described in such statement. Within forty (40) days of a receipt of a complete statement and supporting invoices, the Authority shall review the statement, confirm that the Eligible Activities are consistent with the Grant Budget, and disburse to Grantee the amount set forth in the statement, up to a cumulative disbursement not to exceed \$30,156.
6. Surplus Grant Funds – Should any grant funds remain after all Eligible Activities are completed, the surplus funds will be returned to the LBRF fund, or the Grantee may request use of the remaining funds for other Eligible Activities, up to \$30,156, provided those activities are given prior approval by the Authority.
7. Compliance with Applicable Environmental Regulations – It shall be the responsibility of the Grantee to comply with all applicable local, state and federal environmental regulations, as it applies to any and all Eligible Activities funded by the LBRF Grant.
8. Grant Expiration – All Eligible Activities shall be completed within eighteen (18) months of this Agreement unless the Authority grants an extension.
9. Insurance – The Grantee shall purchase and maintain insurance coverages as indicated, at limits not less than those set forth below. The Grantee shall also require each and every contractor(s) and/or subcontractor(s) engaged by the Grantee to perform services pursuant to this Agreement to purchase and maintain insurance coverages at the limits set forth below. Grantee and its contractor(s) and/or subcontractor(s) shall name Washtenaw County and Washtenaw County Brownfield Redevelopment Authority as an additionally insured under all coverages listed below

except Worker's Compensation. The Grantee shall maintain other insurance as it deems appropriate for its own protection.

- a. Worker's Disability Compensation and Occupational Disease Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.
 - b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit. Coverage shall include the following:
 - i. Contractual Liability
 - ii. Products and Completed Operations
 - iii. Independent Contractors Coverage
 - iv. Broad Form General Liability Endorsement or Equivalent
 - c. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
 - d. Grantee shall ensure that Environmental Impairment Liability Insurance is provided by Contractors, sub-contractors and site work contractors engaging in environmental and/or demolition activities, covering any sudden and non-sudden pollution or environmental impairment, including clean-up costs and defense, with limits of liability of not less than \$1,000,000 per occurrence.
 - e. Grantee shall ensure that Professional Liability coverage with a minimum of \$1,000,000 each occurrence is provided by Contractors, sub-contractors and site work contractors engaging in environmental and/or demolition activities.
 - f. All insurance coverages described above shall always remain in effect until completion of all Eligible Activities. The Grantee shall deliver copies of certificates of insurance for each of the policies mentioned above to the Authority. If so requested, certified copies of all policies will be provided. It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change in any coverage shall be sent to the Authority.
10. Indemnification – The Grantee shall indemnify, defend, and hold harmless, the Authority, Washtenaw County, and their officers, board members, commissioners, employees and agents from all claims, damages, lawsuits, costs and expenses, including reasonable attorney fees, incurred as a result of any acts, omissions, negligence, or gross negligence of the Grantee or its employees, agents, consultants, contractors or subcontractors related to the grant-funded activities or its performance under this Agreement. This indemnification includes any damages, costs, and

expenses in excess of those covered by any insurance of the Grantee. The Grantee shall indemnify the Authority, Washtenaw County, and any of the listed entities officers, board members, commissioners, employees and agents from all reasonable costs and expenses, including reasonable attorney fees, incurred in the enforcement of any obligation or claim against the Grantee under this Agreement. These indemnification provisions will survive the termination of this Agreement. By entering this Agreement, neither party waives any immunities provided under state or federal law.

11. Freedom of Information Act – Grantee understands that all communications, information, and/or documentation submitted by Grantee may be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being Sections 15.23 to 15.24 of the Michigan Compiled Laws and no claim of trade secrets or any other privilege or exception to the Freedom of Information Act will be claimed by Petitioners as it relates to this Agreement.
12. Notices – All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Either party may change the address by written notice sent by registered or certified mail to the other party.
13. Assignment – The interest of any party under this Agreement shall not be assignable without the other parties' written consent.
14. Entire Agreement – This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them.
15. Non-Waiver – No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
16. Headings – Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
17. Governing Law – This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.
18. Compliance with Applicable Law – Grantee agrees to comply all applicable federal, state, and local laws, statutes, rules, regulations, ordinances, and other legal obligations of a similar effect.
19. Counterparts – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
20. No Third Party Beneficiaries – This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Consultant, Contractors, Subcontractors, or any third parties. This Agreement shall not be construed to create any third-party beneficiary contract or claim, and the parties intend there to be no third party beneficiaries.

21. Binding Effect – The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, legal representatives, successors, and assigns.

The parties have executed this Agreement on the dates set forth below.

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

BY: _____
Trevor Woollatt, Chairman

Date: _____

Attested to:

By: _____
Lawrence Kestenbaum, County Clerk/Register

Date: _____

Approved As to Form:

By: _____
Curtis Hedger, Corporation Counsel

Avalon Nonprofit Housing Corporation, Grantee

BY: _____

PRINT NAME: _____

ITS: _____

Date: _____

Exhibit A – LBRF Application and Cost Proposals

September 30, 2021

Mr. Nathan Voght
Washtenaw County Office of Community & Economic Development
415 West Michigan Avenue
Ypsilanti, Michigan 48197

RE: Proposal for Phase I Environmental Site Assessment (ESA)
2440 East Clark Road, Ypsilanti, MI 48198
Parcel #K-11-01-200-005

Dear Mr. Voght:

Environmental Consulting & Technology, Inc. (ECT) is pleased to provide you with this proposal for conducting a Phase I Environmental Site Assessment (ESA) of the above referenced site. It is ECT's understanding that the site consists of a single parcel (tax identification #K-11-01-200-005) which is comprised of approximately 14.31 acres of land that was formerly associated with Ypsilanti Community Schools in Washtenaw County, Michigan. As requested, the Phase I ESA will also include a title search for the parcel, conducted by ECT through the register of deeds.

SCOPE OF WORK

Phase I Environmental Site Assessment (ESA)

The goal of conducting a Phase I Environmental Site Assessment (ESA) is to identify recognized environmental conditions (RECs) as defined by the American Society of Testing and Materials (ASTM). The term "recognized environmental conditions" is defined as the presence, or likely presence, of any hazardous substances or petroleum products on a property under conditions that indicate an existing release, a past release, or a material threat of a release of any hazardous substances or petroleum products into structures on the property or into the ground, groundwater, or surface water of the property. The term includes hazardous substances or petroleum products even under conditions in compliance with laws. The term is not intended to include *de minimis* conditions that generally do not present a material risk of harm to public health or the environment and that generally would not be the subject of an enforcement action if brought to the attention of appropriate governmental agencies.

The Phase I ESA will be completed in conformance with the ASTM Standard E 1527-13 and will include documentation necessary to comply with the adopted "All Appropriate Inquiry" standards.

The primary components of the Phase I ESA process include the following:

Governmental Records Review and Historical Information

The goal of this task is to review electronically available material to provide a history of the site conditions. At a minimum, this effort should address past operational and land use activities, basic geologic and hydrogeologic conditions, and potential areas of concern.

Reasonably obtainable records for the property will be reviewed to identify former uses and ownership of the site; chemicals that may have been used onsite; and potential areas of site

contamination. Current and historical aerial photographs will be reviewed to evaluate current and former property uses and possible locations of land disposal activities, stressed vegetation, and other visual evidence of contamination. Additional historical resources will be accessed as necessary to evaluate former site uses.

Site Inspection

An experienced scientist or engineer will conduct the site inspection. During the site inspection, ECT may identify issues warranting additional inquiries or further evaluation of historical records. ECT will note any visible signs of contamination and record any activities at or near the site that involve suspected hazardous substances. The adjacent properties will be observed from accessible public right-of-ways or site boundaries in an attempt to identify potential environmental risks to the project site.

Digital photographs will be taken during the site inspection. ECT will identify areas of concern on aerial photographs and/or maps and provide these in the Phase I ESA report.

Interviews

Persons knowledgeable about the property and surrounding properties, including a landowner representative and/or an operator representative, will be contacted regarding the past or present condition of the site and surrounding properties. Interviews will also be conducted to supplement and/or clarify the information gathered from the records review and site inspection.

Reporting

Information and data obtained from the records review, site inspection, and interviews are evaluated to assess the presence of adverse environmental conditions in connection with the property. These environmental conditions are further evaluated with respect to their likelihood to affect liability. The Phase I ESA report includes information such as evidence of adverse environmental conditions, support documentation, and findings and conclusions.

The Phase I ESA will be provided as an electronic report. ECT anticipates that the Phase I ESA and title search will be completed within four to eight weeks after authorization.

COST ESTIMATE

ECT proposes to perform the Phase I ESA for a cost of Three Thousand dollars (\$3,000.00) at a fixed fee, pursuant to the attached General Terms and Conditions. Any additional services beyond the scope of this proposal will be performed at an additional cost upon your approval.

PROJECT ASSUMPTIONS

- All of the work can be completed during normal business hours.
- ECT will be provided access to all areas of the site to perform the site inspection.

Mr. Voght
Washtenaw County Office of Community & Economic Development
September 30, 2021
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- Extra parcels added to the assessment are subject to change orders.
- This scope of work does not include any analytical testing or additional services outside of the scope of a Phase I ESA, as defined in the ASTM Standard.

If this proposal is satisfactory to you, you may authorize ECT to proceed by signing one copy of this proposal. If you have any questions or require additional information, please do not hesitate to contact us at your earliest convenience.

ECT appreciates the opportunity to submit this proposal and looks forward to working with you again.

Sincerely,

Environmental Consulting & Technology, Inc.



Maura Gibbons
Associate Scientist



Hunter Hicks
Service Line Director

Accepted by: _____

Title: _____

For: _____

Date: _____

This Agreement, by and between "CLIENT" and Environmental Consulting & Technology, Inc., 3701 NW 98th Street, Gainesville, Florida, 32606-5004, with an office at 1155 Brewery Park Blvd., Suite 115, Detroit, MI 48207 (hereinafter called "ECT"), effective upon project approval.

ARTICLE I--TERM OF AGREEMENT

The term of this Agreement shall be from the date beginning upon project approval through December 31, 2021. The term may be extended upon agreement in writing by both parties to this Agreement.

ARTICLE II--SCOPE OF WORK

ECT shall perform professional services as described in the attached Proposal.

ARTICLE III--COMPENSATION

1. ECT's charge for services has been presented in the attached Proposal.
2. The maximum cost for these services will not be exceeded without authorization from CLIENT.
3. CLIENT shall pay any applicable state sales tax in the manner and in the amount as required by law. Any such tax is in addition to the maximum cost specified for this Agreement.
4. Delays caused by unforeseen occurrences including, but not limited to unfavorable weather conditions, partial or complete plant or process shutdowns, strikes, floods, or fires that extend the effort required will constitute a Change-of-Scope. Additional effort resulting from such delays will be billed in accordance with Subparagraphs 1 and 2 above.
5. Services performed at CLIENT's request beyond that defined by the Scope of Work shall constitute a Change-of-Scope, will be documented by a change order, and will be billed as outlined above.

ARTICLE IV--METHOD OF PAYMENT

1. Monthly, ECT will invoice CLIENT for all services rendered under this Agreement. Invoices shall be due and payable within thirty calendar days after receipt. Any unpaid balances for other than disputed charges will draw interest at the lesser of one and one-half percent per month or the highest rate allowed by law commencing thirty days after date of invoice. CLIENT shall notify ECT in writing of any disputed amount within fifteen calendar days after date of invoice; otherwise all invoice charges are agreed to be acceptable and correct.
2. ECT's invoice will provide the following information:
 - a. Total number of hours worked on the project,
 - b. Total labor costs which include overhead and fee, and
 - c. Listing of other direct charges summarized by type of charge.
3. Should any additional documentation be required, time and materials spent compiling information beyond that supplied by a Billing Report, available on request, is considered additional effort and will be billed to CLIENT as outlined in Article III. CLIENT has the right to audit ECT's books and records relating to this Agreement during the performance period and for one year following termination of the Agreement.

ARTICLE V--CONFIDENTIAL INFORMATION

In the course of performance of services by ECT for CLIENT, it is possible that CLIENT will reveal certain confidential information to ECT or that ECT will obtain knowledge of such confidential information through other sources. Likewise, it is possible that CLIENT will become acquainted with certain techniques and procedures used by ECT which ECT considers confidential. ECT and CLIENT will maintain the confidentiality of, and will not release or allow access to, any information, documents, or materials that are designated as confidential by ECT or CLIENT.

ARTICLE VI--REUSE OF DOCUMENTS

All documents including reports, drawings, and specifications furnished by ECT pursuant to this Agreement are instruments of service. They are not intended to be suitable for reuse by the CLIENT or others on extensions of work for which they were provided or on any other project. Any reuse without specific written verification of adaptation by ECT will be prohibited by this Agreement. Any such verification of adaptation will entitle ECT to further compensation at rates to be agreed upon by ECT and the CLIENT.

ARTICLE VII--TERMINATION

CLIENT reserves the right to terminate this Agreement at any time, for any reason, upon thirty days written notice to ECT. In the event CLIENT shall fail to make timely payment of any sum owing and due ECT, ECT shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement upon immediate written notice to CLIENT. In either event, payment shall be due to ECT only for those services performed by ECT up to the date of receipt of termination plus reasonable costs incurred in terminating the services as of the termination date. Upon termination, ECT shall provide and turn over to CLIENT all environmental data and analyses prepared up to and including the date of such termination.

ARTICLE VIII--INSURANCE

ECT shall at all times during this Agreement maintain such insurance as is generally available at reasonable expense to businesses similarly situated and as will protect it from claims under workers' compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damage because of bodily injury, occupational sickness or disease, or death of its employees, and claims insured by usual personal injury liability coverage; from claims for damages because of bodily injury, sickness or disease, or death of any person other than its employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property, including loss of use resulting therefrom--any or all of which may arise out of or result from any action of ECT or its employees in its performance of this Agreement.

ARTICLE IX--INDEMNITY

1. ECT agrees to hold harmless and indemnify CLIENT from and against any and all claims, demands, actions, or causes of action, including, but not limited to, any and all costs, expenses, legal fees and liabilities incurred in and about the investigation and defense thereof, for personal injuries, including death, or property damage suffered by any person, firm or corporation whatsoever and arising from the gross negligence of ECT, its agents, servants, or employees under this Agreement.
2. ECT shall not be liable to CLIENT for any special, indirect or consequential damages whatsoever, whether caused or alleged to be caused by negligence, errors, omissions, strict liability, breach of contract or warranty, or any performance of services under this Agreement.
3. In any event, ECT's entire liability under this agreement shall not exceed the dollar value of the effort completed.

ARTICLE X--NONDISCRIMINATION

1. ECT will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, or national origin. ECT will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, creed, color, religion, sex, or national origin.
2. ECT agrees to comply with all local, state, and federal laws and ordinances regarding discrimination in employment against any individual on the basis of race, color, religion, sex, national origin, physical, or mental impairment, or age. In particular, ECT agrees to comply with the provisions of Title 7 of the Civil Rights Act of 1964, as amended, and applicable Executive Orders, including but not limited to Executive Order No. 11246.

ARTICLE XI--STANDARD OF PERFORMANCE

1. ECT will deliver its services under this Agreement in a thorough, efficient, and professional manner, promptly and with due diligence and care, and in accordance with the standard practices of the engineering profession. NO OTHER WARRANTY OR REPRESENTATION, EITHER EXPRESSED OR IMPLIED, IS INCLUDED OR INTENDED IN ECT PROPOSALS, CONTRACTS, OR REPORTS.
2. If any part of ECT's work is found to be defective for reasons attributable to ECT within a period of twelve months after completion of the work, ECT's entire liability for such defective work shall be to reperform at its own expense those aspects of the work found defective, provided CLIENT notifies ECT in writing as soon as the defect is discovered and within the above-mentioned twelve month warranty period.

ARTICLE XII--GENERAL CONDITIONS

1. When participating in any activities in connection with this Agreement, ECT and CLIENT will comply, at their own expense, with all health and safety programs required by law, including but not limited to requiring its employees to attend health and safety training workshops and to use safety equipment and procedures required by applicable law.
 2. Prior to the start of any work under this Agreement or at anytime thereafter when new information becomes available to CLIENT, CLIENT will provide prompt, full and complete disclosure to ECT of known or potential hazardous conditions or risks to the health or safety of employees, agents, representatives, officers, or directors of ECT or its subcontractors or consultants which may be encountered on CLIENT's properties or in connection with work performed for CLIENT under this Agreement.
 3. It is understood and agreed that ECT is not, and has no responsibility as, a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at a site, and that CLIENT shall undertake or arrange for the handling, removal, treatment, storage, transportation and disposal of hazardous substances or constituents found or identified at a site.
 4. It is mutually understood and agreed that this contract shall be governed by the laws of the State of Michigan, both as to interpretation and performance, and that any action at law, suit in equity or judicial proceeding for the enforcement of this contract or any provision thereof shall be instituted only in the courts of the State of Michigan.
 5. In the event any legal or other action is necessary to enforce the terms of this Agreement, the prevailing party shall be entitled to recover all costs incurred, including court costs and a reasonable sum for attorney fees at trial and on appeal.
 6. The provisions of this Agreement are severable; and, should one or more provisions be unenforceable, all other provisions will remain in full force and effect.
 7. This Agreement, including attachments incorporated herein by reference, represents the entire agreement and understanding between the parties, and any negotiations, proposals, purchase orders, or oral agreements are superseded by this written Agreement and are not intended to be integrated herein.
 8. Any supplement or amendment to this Agreement to be effective shall be in writing and signed by ECT and CLIENT.
- IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on their behalf by their respective representatives, each such representative having been first duly authorized so to act, as of the date and year first herein above written.



WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

Environmental Assessment Grant Program APPLICATION FORM

The WCBRA Environmental Assessment Grant Program provides grants for conducting Department Specific Activities, as defined by Act 381, by, or on behalf of, the Brownfield Authority on prospective eligible properties to be included in a Brownfield Plan. These include, but are not limited to, Phase I and II studies, as part of Baseline Environmental Assessments, Due Care Activities and Hazardous Materials Surveys.

The program is funded using available Brownfield Administrative Funds from active brownfield projects. Municipal and Non-Profit sites are eligible for 100% of the cost of eligible assessment activities, up to \$15,000, and privately-owned sites are eligible for 50% of the cost, up to \$15,000. Higher awards may be given on a case-by-case basis.

Type of Application

☒ Publicly-Owned or Non-Profit-Owned Property

☐ Privately-Owned Property

☐ Site is located within a Low or Very Low Opportunity Area, within the [Washtenaw County Opportunity Index](#)

Owner Information

Property Owner: City of Ann Arbor Contact: Derek Delacourt
Property Address: 415 W. Washington St., 314 W. Liberty St.,
W. Liberty St. Vacant; Ann Arbor Phone No.: 734-794-6000 x43902
Property Tax ID #: 09-09-29-211-003 (415 W. Washington), 09-09-29-211-017 (314 W. Liberty St.), 09-09-29-211-018 (W. Liberty St. Vacant)

Applicant Information

Applicant Name: City of Ann Arbor Phone No.: 734-794-6000 x43902
Address: 301 E. Huron St., Ann Arbor, MI 48104
Developer (Entity) Name (if different than applicant): _____

Project Information

Project Name: 415 W. Washington

Project Description: Complete additional data gap investigation to delineate and define current site impacts (volatile organic compounds and polynuclear aromatic hydrocarbons).



Please provide a Site Map, Aerial, and/or Site Plan for the redevelopment.

Property Information

Previous Owners: Washtenaw County Road Commissioner, City of Ann Arbor Parks Department

Historic Property Uses: See 2013 Phase I ESA for historic property uses.

Property Acreage: 2.831

Zoning: PL (public land district) and
D2 (downtown interface district)

Surrounding Land Use: Commercial to north and east, residential to west,
commercial and residential to south; railroad tracks
directly adjacent to east of property

Proposed Environmental Activities:

	Estimated Cost
☐ Phase I	
☒ Phase II	20,700
☐ BEA Report	
☐ Due Care Plan	
☐ Hazardous Material Survey	
TOTAL	20,700

Please attach a price quote from a qualified environmental firm.

Please describe Previous Environmental Assessments Completed: A Phase I ESA was completed for the site in April 2013.

A Phase II ESA was completed based on these findings in August 2013. Groundwater sampling of existing wells was completed in September 2021.

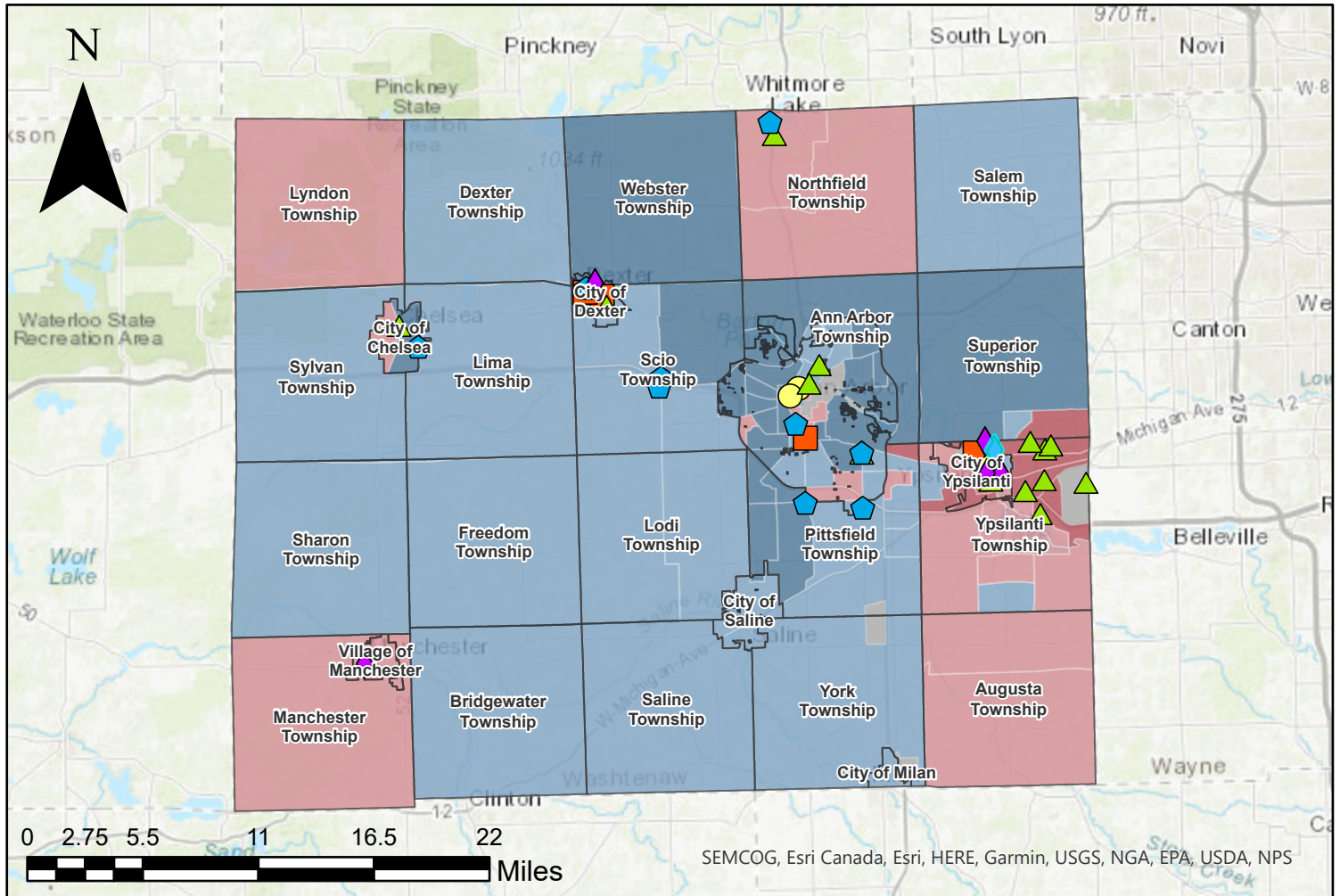
Please describe environmental conditions: Fuel related and trichloroethene (TCE) impacts have been historically documented and
continue to be present on-site. These impacts need to be delineated in order to determine potential remediation options for planning of future
uses of the site.

Please provide cloud links to any relevant environmental reports.

Please return the completed form and attachments to:

Nathan Voght
Economic Development Specialist
Washtenaw County Office of Community and Economic Development
415 W. Michigan Ave.
Ypsilanti, MI 48197
734-660-1061
voghtn@washtenaw.org

Washtenaw County Brownfield Redevelopment Authority Environmental Assessment Grants by Opportunity Area 2017-2021



Brownfield Grant Sites by Date

Overall Score - Sites Within Scores

- 2017 - 4
- 2018 - 3
- 2019 - 14
- 2020 - 9
- 2021 - 6

- Very Low Access to Opportunity - 8
- Low Access to Opportunity - 6
- High Access to Opportunity - 12
- Very High Access to Opportunity - 8
- Not reported - 2