



Washtenaw County Brownfield Redevelopment Authority

MEETING AGENDA

Thursday, March 10th 2022 9:00 a.m.

(Due to expired health orders, and compliance with Open Meetings Act, the Board will meet in person,
at 200 N. Main, Lower Level Conference Room, Downtown Ann Arbor)

Zoom Link to Webinar for Public to Join the Meeting:

<https://washtenawcounty.zoom.us/j/83735524370?pwd=Ui8rd2lyWkdpVURRMHl4dnRsQzd2QT09>

Passcode: 001224

Join Webinar by Telephone:

US: +1 267 831 0333 or +1 301 715 8592 or +1 312 626 6799 or +1 470 250 9358 or +1 470 381
2552 or +1 253 215 8782 or +1 346 248 7799 or +1 206 337 9723 or +1 213 338 8477

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

2. Public Comment*

3. Approval of Agenda

4. Approval of Minutes

- a. February 10, 2022 Meeting

5. Board Member Conflict of Interest Disclosure

6. Business

- 1. Washtenaw County Climate Action Plan - Presentation
- 2. 237-247 Monroe Street, City of Saline, Increase LBRF Grant Request – Action
- 3. 400 N. Freer Road, Env. Assessment Grant, City of Chelsea – Action
- 4. February 2022 Financial Report – Action

7. Other Business

8. Public Comment*

9. Adjournment

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

Hi there,

For more information on this agenda please contact Nathan Voght, Washtenaw County Office of Community and Economic Development at (734) 660-1061 or voghtn@washtenaw.org.



Washtenaw County Brownfield Redevelopment Authority

<https://washtenawcounty.zoom.us/j/83735524370?pwd=Ui8rd2lyWkdpVURRMHl4dnRsQzd2QT09>

Passcode: 001224

Or One tap mobile :

US: +12678310333,,83735524370#,,,,*001224# or +13017158592,,83735524370#,,,,*001224#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

US: +1 267 831 0333 or +1 301 715 8592 or +1 312 626 6799 or +1 470 250 9358 or +1 470 381 2552 or +1 253 215 8782 or +1 346 248 7799 or +1 206 337 9723 or +1 213 338 8477

Webinar ID: 837 3552 4370

Passcode: 001224

International numbers available: <https://washtenawcounty.zoom.us/j/83735524370?pwd=Ui8rd2lyWkdpVURRMHl4dnRsQzd2QT09>

Washtenaw County
Brownfield Redevelopment Authority (WCBRA)
Meeting held in-person at 200 N. Main, downtown Ann Arbor
Lower Level Large Conference Room

DRAFT MEETING MINUTES
Thursday, February 10, 2022, 9:00 a.m.

Board Present: Trevor Woollatt – Chair, Sue Shink (9:53), James Harless, Joe Meyers - Secretary, Christy Maier, Allison Krueger – Vice Chair

Board Absent: Morgan Foreman (excused)

Staff: Nathan Voght – OCED

Joining the Video conference: Joe Ziolkowski – Chelsea Federal Screw site, Julia Upfal – City of Chelsea Economic Development Director, Ashley Lesser – EGLE Project Manager, Patti McCall - TetraTech

Handouts: None

1. Call to Order

Chair Woollatt called the virtual video-conference meeting to order at 9:04 a.m.

2. Public Comment

There was no public comment.

3. Approval of Agenda

The roll call vote was removed from the agenda, as the meeting is in person.

J. Meyers moved to approve the agenda as amended (2nd J. Harless), and the motion passed unanimously.

4. Approval of December 9th, 2021 Meeting Minutes

The Board asked that it be noted that it was Sybil Kolon's last meeting in Other Business.

J. Meyers move to approve the minutes as amended (J. Harless 2nd), and the motion passed unanimously.

5. Board Member Conflict of Interest Disclosure

None declared.

6. Business

1. Leslie Science Center, City of Ann Arbor, LBRF Eligible Activity Approval – Action

Staff referred to the information provided by Patti McCall from TetraTech in the packet. J. Harless asked if additional reimbursement will be requested, and Ms. McCall indicated there will be more expense in her final report to EGLE. She further discussed the sampling that was done to the Board.

J. Harless move to approve the \$36,092.48 in additional Eligible Activities for LBRF reimbursement (2nd J. Meyers), and the motion passed unanimously.

2. Federal Screw Site, City of Chelsea, Project Update – Information Only

N. Voght introduced Joe Ziolkowski, the developer that has formed a non-profit for the purpose of building a new park on the former Federal Screw site, and then turning it over to the City of Chelsea. He gave a history of his other projects in the City, and his intention to do fundraising to build the park. He's been meeting with the City of Chelsea to secure their interest in taking the park as owner and operator. Mr. Ziolkowski believes he will have a Purchase Agreement with Rene Papo's (previous developer) son within several weeks.

The Board discussed the status of Federal Screw and their Liable Party status with Ashley Lesser, who was in attendance. Julia Upfal, with the City, discussed the process so far, and an upcoming Council work session where Mr. Ziolkowski will present his plan.

N. Voght asked if the Board would entertain an environmental assessment grant application at this time, even if there is no development agreement between Mr. Ziolkowski and the City, and the Board indicated they would. The information from the investigation will be useful to anyone looking to redevelop the site.

J. Harless asked if they've looked into EGLE grants, and suggested they contact Carrie Geyer with EGLE. They offer 50/50 grant/loans. He further asked whether they've looked into setting up a Conservancy, and Mr. Ziolkowski responded that he had.

J. Meyers asked if they would come back with an environmental assessment grant application, and concurrently seek a DCC grant. N. Voght stated that they would not be able to use their current consultant if they were to seek DCC funding. The Board discussed this with Mr. Ziolkowski.

The Board discussed other examples of situations where developers take on a contaminated site, develop a park, and then a municipality takes ownership. There aren't many, but Central City Park in Westland is one where a recreational use was considered for a contaminated site.

3. January 2022 Financial Report – Action

J. Harless moved to approve the noted LBRF transaction, and pay the State of Michigan 3 mil SET invoice from November 2021, for 2020 SET TIF Capture (2nd J. Meyers), and the motion passed unanimously.

7. Other Business

N. Voght gave an update on Sartorius on Research Park Drive, and the Detroit Street/N. Fifth Ave site in Ann Arbor. Sue Shink arrived at the meeting at 9:53 a.m.

8. Public Comment:

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

9. Adjournment:

S. Shink moved to adjourn the meeting at 10:05 a.m. (2nd J. Harless), and the motion passed.

These minutes were approved by the Washtenaw County Brownfield Redevelopment Authority at the _____, 2022 meeting, held at 200 N. Main, lower level conference room, downtown Ann Arbor.



Washtenaw County Brownfield Redevelopment Authority

Agenda Summary Memo **REGULAR IN-PERSON MEETING**

9:00 a.m. Thursday, March 10th, 2022

200 N. Main, Lower Level Conference Room, Ann Arbor

TO: Washtenaw County Brownfield Authority

FROM: Nathan Voght, Washtenaw County Brownfield Coordinator

DATE: March 3, 2022

This regular board meeting will be held in-person, at 200 N. Main, lower level Conference Room, downtown Ann Arbor. Masks will be required, according to current Washtenaw County policy. Any public wishing to participate can attend the meeting in-person, or use the provided Zoom Webinar link on the meeting agenda.

Business Items:

1. Washtenaw County Climate Action Plan – Presentation

The is developing a Climate Action Plan, and looking to engage all Boards and Commissions, as well as numerous community partners and organizations in the County that can have an impact. Staff emailed information to the Board on Feb. 18th that Andrew Deelauw and Matt Naud will be presenting on the Plan at the meeting. Please see the presentation slides in the packet.

County Climate Action Plan Weblink: <https://www.washtenaw.org/3465/Climate-Action>

County's dedicated Climate Action webpage: www.resilientwashtenaw.org

Please review the web pages and resources provided to the public regarding the County's Plan development process. Staff looks forward to learning more about the Plan, and how the WCBRA can advance climate goals.

2. 237-247 Monroe Street, City of Saline, Increase LBRF Grant Request – Action

The Board awarded a \$50,000 LBRF grant to the City of Saline to assist with soil remediation for a new parking lot to serve a park on the Saline River in May 2021. [There initial request was for \\$83,000](#), so the possibility for actual costs to exceed the award was discussed, and the Board invited the City to come back with an increase if necessary. Staff is expecting additional information related to this request Friday or Monday, and will email to the Board once received.

3. 400 N. Freer Road, Env. Assessment Grant, City of Chelsea – Action

The Board previously awarded \$3,500 to the City to conduct a Phase I, and then \$10,000 additional to conduct a [Phase II environmental](#) in 2020, all of which was expended and reimbursed to the City. Now the City is requesting \$12,000 for an asbestos survey and remediation specifications in anticipation of demolition. The City is still determining what the ultimate use of the property may be.

4. February 2022 Financial Report – Action

Administrative Fees' calculations and capture will be completed and presented for approval at the April 16th meeting. We are waiting on the winter capture amount for the Dexter project, which is complicated due to Homestead Exemptions and delinquent payments.

There were 16 active projects (capturing TIF) in 2021, therefore allowable Administrative Fees capture is \$175,000 + 10% more for having a regional authority, which is now \$192,500 (up from \$165,000).



Washtenaw County's Climate Action Plan

ANDREW DELEEUW

DIRECTOR OF STRATEGIC PLANNING, WASHTENAW COUNTY

DELEEUWA@WASHTENAW.ORG, 734 945 0935



CLIMATE ACTION PLAN:

WHY ARE WE DOING IT?

GOOD GOVERNMENT

PAST ACTIONS INSUFFICIENT

SIZE AND COMPLEXITY OF CLIMATE CHANGE

UNIQUE ROLE OF COUNTY

BOARD DIRECTION

COMMUNITY DEMAND



CLIMATE ACTION PLAN:

RESILIENT WASHTENAW

A way to get to net zero emissions.

Scope:

- Net Zero County Operations by 2030
- Net Zero County by 2035

Will include:

- Climate Information of the County: history, current conditions, evolving trends, future projections
- Greenhouse Gas Inventory: the sources and causes of the emissions from the county, and projections of future emissions based on growth and technology changes
- Vulnerability Assessment: identification of the people and places most at risk from climate change in our county
- Strategies and Actions: the specific things that will be done to reach net zero emissions
- Implementation Recommendations: staffing, financing, reporting, and governance



CLIMATE ACTION PLAN: *KEY COMPONENTS*

Both the organization and community

- Organization – the Government itself: everything it takes to run the organization
- Community – who the government serves: everything inside of county borders

Both mitigation and adaptation

Alignment with existing plans, services, and priorities of the County

- E.G. – consideration of how climate change impacts public health outcomes

Equity Based: focuses on areas of greatest need and those most likely to be harmed

Collaborative: built through extensive discussion and engagement

CLIMATE ACTION PLAN:
PROJECT TEAM



BETH GIBBONS



CLIMATE ACTION PLAN: *ENGAGEMENT*

Local Governments and Institutions

- Supporting and Complementing their plans
- Encouraging their own planning
- Reflective of the diversity of the county

Within the County Government

- Staff
- Boards, Committees, and Commissions

Community Groups

General Public

Advisory Bodies:

- Washtenaw County Environmental Council – Direction and input on Community Portion
- Staff Steering Committee – Direction and input on Organizational Portion



WASHTENAW COUNTY, MI

Comment on the map

Subscribed

Share

Sort comments by
Most recent

Category
All

Show comments that
need a response



Kristine Olsson

Jan 3, 2022

proposed 1200 acre Washtenaw Solar Energy Center (WSEC) is projected to have a maximum capacity of 150 Megawatts of solar photovoltaic energy which is the equivalent of providing power for over 30,000... [Read more...](#)

SUPPORT



Share your thoughts

Your response...

0 / 250 words

POST REPLY

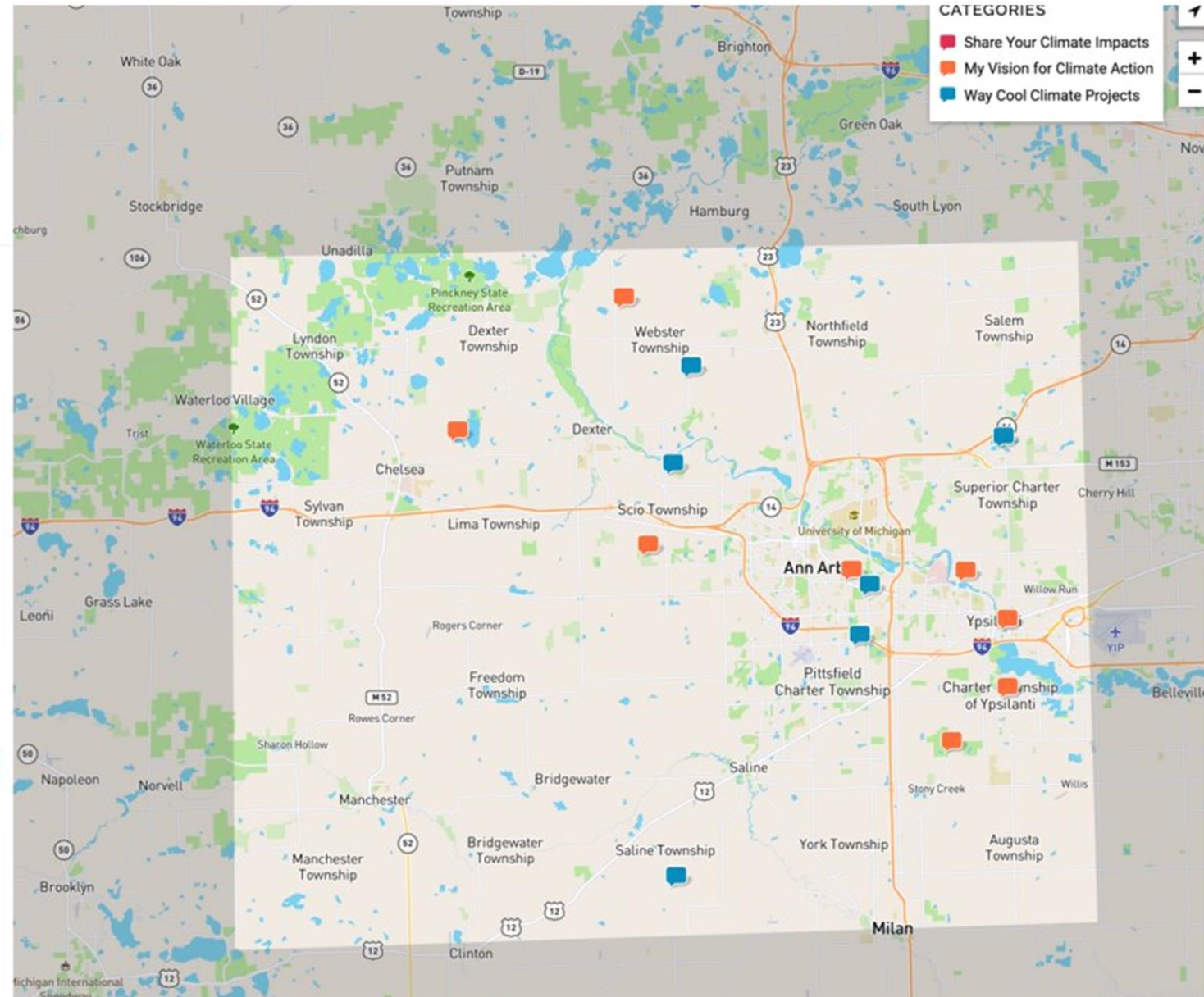


Kristine Olsson

Jan 3, 2022

not sure of locations, but city has a few affordable housing projects

SUPPORT



CLIMATE ACTION PLAN: *TIMELINE*



Year	2021		2022									
Month	November	December	January	February	March	April	May	June	July	August	September	October
Engagement												
Plan Development												
Background Research												
Inventory												
Vulnerability Assessment												
Strategies and Actions												
Plan Drafting												
Recommendations												
Review and Presentation												
Draft												
Final												

CLIMATE ACTION PLAN:

WHAT COMES AFTER PLANNING?



Board of Commissioners Consideration, Approval

Starting Implementation

Modifications to County Policy, Programming, and Planning

Coordination with efforts outlined other climate and sustainability plans, including A2Zero

Coordination with other local governments

CLIMATE ACTION PLAN:

OPPORTUNITIES FOR INPUT



COMMUNITY ENGAGEMENT WEBSITE:

ResilientWashtenaw.org

QUESTIONS, COMMENTS, REQUESTS:

climate@washtenaw.org



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 Chelsea Contact: Julia Upfal

Property Address: 400 North Freer Road, Chelsea, Michigan Phone No.: 734-475-1771

Property Tax ID #: G-07-18-100-005

Applicant Information

Applicant Name: City of Chelsea Phone No.: 734-475-1771

Address: 305 S. Main Street, Suite 100, Chelsea, MI 48118

Developer (Entity) Name (if different than applicant): Unknown (TBD)

Project Information

Project Name: City of Chelsea Public Land

Project Description: The City intends to utilize the property for development of a park and/or affordable housing



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

Property Information

Previous Owners: Duane Weiss

Historic Property Uses: Agricultural

Property Acreage: 7.0

Zoning: Ag-2 Surrounding Land Use: Ag-s / R-1A

Proposed Environmental Activities:

	Estimated Cost
☐ Phase I	
☐ Phase II	
☐ BEA Report	
☐ Due Care Plan	
☐ Hazardous Material Survey	\$6,000
☐ Hazardous Material Abatement Specifications	\$6,000
TOTAL	\$12,000

Please attach a price quote from a qualified environmental firm.

Please describe Previous Environmental Assessments Completed: Phase I Environmental Site Assessment (ESA) and Phase II ESA of the Property

Please describe environmental conditions: A suspected underground storage tank (UST) was identified at the Property based on the findings of the Phase I ESA. Phase II ESA of the Property, including the performance of a ground-penetrating-radar survey, excavations, and soil sampling, identified no evidence of a UST or subsurface impact at the Property.

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



The Kramer Building
43980 Plymouth Oaks Blvd.
Plymouth, MI 48170-2584

T (734) 454-9900

www.sme-usa.com

February 28, 2022

Julia Upfal, AICP
Community Development Director
City of Chelsea
305 South Main Street, Suite 100
Chelsea, Michigan 48118

Via Electronic Mail: Jupfal@City-Chelsea.org (PDF file)

RE: Proposal for Hazardous Materials Assessment and Hazardous Materials
Abatement Design Services
400 North Freer Road
Chelsea, Michigan 48118
SME Project No.: P00528.22

Dear Ms. Upfal:

As requested, we prepared this proposal to conduct a Hazardous Materials Assessment of the structures located at the above referenced property (Property) in Chelsea, Washtenaw County, Michigan; and prepare technical specifications for abatement of hazardous materials associated with the structures to facilitate demolition.

The Property consists of a 7-acre lot developed with a two-story, wood-framed residence; and two barns. The remainder of the Property is grass covered. We understand that you plan to raze the structures at the Property to redevelop the Property as a park and/or affordable housing.

SCOPE OF SERVICE

TASK 1 – HAZARDOUS MATERIALS ASSESSMENT

The proposed hazardous materials assessment will provide information to assist in complying with the United States Environmental Protection Agency (USEPA) requirements for inspection of commercial buildings prior to renovation and demolition under the National Emission Standards for Hazardous Air Pollutants (NESHAP 40 CFR Part 61). The assessment will also provide information to assist in complying with the requirements of the Occupational Safety and Health Administration (OSHA) Asbestos Construction Standard (29 CFR Part 1926.1101), the OSHA Lead Exposure in Construction Standard (29 CFR 1926.62), and the Cadmium Construction Standard (29 CFR 1910.1127), regarding communication of hazards.

- SME staff, trained in accordance with USEPA requirements and accredited by the Michigan Department of Labor and Economic Opportunity (MDLEO) under the requirements of Michigan Act 440 as an Asbestos Inspector, will tour the structures and assess suspected asbestos-containing materials (ACMs).

- Based upon the visual assessment, we will develop a sampling plan and collect samples of suspect homogenous areas of ACMs in accordance with the assessment protocol found in the USEPA's Asbestos Hazard Emergency Response Act (AHERA, 40 CFR Part 763), which is also referenced by the OSHA regulations. We estimate up to 119 suspect asbestos samples may be collected, which may require up to 163 analyses due to multiple layers of some materials.
- We will submit the building materials samples to an accredited laboratory, for asbestos analyses via Polarized Light Microscopy (PLM) to determine those materials that contain more than one percent (1%) asbestos by the visual estimation method. Samples found to contain less than 10% asbestos via the visual estimation method of PLM will be further verified via the "Point Count Method" as defined by the AHERA regulation.
- We will conduct a visual inspection to identify the painted structural surfaces and collect representative chip samples of the suspected lead-bearing and cadmium-bearing paints. We will submit the paint chip samples to an accredited laboratory for analyses of lead and cadmium by atomic absorption spectrophotometry (AAS). We estimate up to 12 paint chip samples may be collected for analyses.
- SME staff will walk through the structures and visually assess suspected polychlorinated biphenyl (PCB) articles, items, containers, equipment, and transformers. We will also note equipment suspected to contain mercury, radioactive sources found in facility equipment such as smoke detectors and self-illuminated exit signs, and potential biological hazards such as visible evidence of mold or areas with accumulations of bird excrement. The scope of the assessment will not include sampling of these materials.
- Upon completion of the assessment, we will prepare a report summarizing the assessment services. The report will include: a list of homogeneous areas of suspect ACMs and locations where each was observed; chain-of-custody forms with sample descriptions and locations for samples collected during the assessment; the laboratory analytical data for samples collected during the assessment; estimates of the quantities and descriptions of the locations of visible, accessible, friable, and nonfriable areas of asbestos; descriptions and locations of lead-bearing and-cadmium bearing paints; a summary of equipment with suspected PCBs, mercury, and radioactive sources; and a summary of potential biological hazards noted during the assessment. The report will also include recommendations for abatement and/or work practices prior to renovation, relative to the materials of concern identified by the assessment.

TASK 2 – HAZARDOUS MATERIALS ABATEMENT DESIGN SERVICES

- A SME staff member accredited by the Michigan Department of Labor and Economic Opportunity (MDLEO), under the requirements of Michigan Public Act 440 as an Asbestos Project Designer will evaluate the Property to document site conditions, such as locations of identified ACMs and other hazardous materials, site access and easements, electrical and water hookups, and the areas for placement of waste receptacles for abatement and demolition debris.
- We will prepare technical specifications sections for the abatement of hazardous materials to be included in your project bid specifications manual. The sections will include definition of scope, regulations and standards of compliance, removal requirements, disposal requirements, records and document submittal requirements, as well as recommendations for air monitoring and post abatement clearance criteria.
- The accredited Asbestos Project Designer will participate in an abatement contractor pre-bid site walkover to provide technical clarification of the abatement specifications requirements. We have budgeted for one (1) site visit for abatement design and one (1) pre-bid meeting at the Property with bidding abatement contractors and an Owner's representative.

FEE SUMMARY

The lump sum fee for Task 1, Hazardous Materials Assessment, is \$6,000. We included fees for up to 119 building material samples suspected to contain asbestos (163 asbestos analyses) and 12 paint chip samples for lead and cadmium analyses. This fee is based on a one-week turnaround time for laboratory analyses. The number of building material samples collected for laboratory analysis is dependent upon the number of suspected ACMs observed. If more than the estimated number of samples is required to complete the assessment, we will contact you for authorization prior to collecting additional samples and supplemental fees will be required.

We anticipate one site visit (up to 8-hours on site) with one accredited Asbestos Inspector to complete the assessment and sampling. We understand that you will coordinate access into the structures for our staff at the scheduled times and dates for the field services. If unanticipated conditions, such as restricted access, are encountered which require additional site visits or if a change in the scope of service is necessary, we will contact you to discuss the proposed change in services and associated fee

The lump sum fee Task 2, Hazardous Materials Abatement Design Services, is \$6,000. The fee for Task 2 includes one (1) site visit for project design and one (1) site visit to participate in a contractor pre-bid walkover.

AUTHORIZATION AND GENERAL COMMENTS

We will provide the proposed services in accordance with the attached General Conditions (3/15), which are an integral part of this proposal. Please sign the attached General Conditions where space is provided and return along with the questionnaires to SME.

As part of our improvement efforts, SME requests feedback from our clients during and/or at the end of our projects to help us understand their project experience and to show us where we can improve. When you receive an SME feedback request, please take a minute or two to respond. Doing so will help us serve you better on the next project.

We appreciate the opportunity to be of service to you on this project. Should you have questions concerning this proposal, please contact us.

Sincerely,

SME

Jason C. Lafayette
Senior Project Consultant

Daniel R. Cassidy, CPG
Principal Consultant

Attachment: General Conditions (3/15)

SME GENERAL CONDITIONS

- 1. DEFINITIONS:** In this Agreement, the party agreeing to have the services performed is the "CLIENT." The CLIENT's CLIENT shall be referred to as the "OWNER." Unless expressly stated otherwise, SME, its employees, agents, subconsultants and subcontractors, are collectively referred to as "SME." The "services" to be provided under this Agreement are defined in SME's Proposal and subsequent written amendments, change orders, or otherwise-authorized additional services.
- 2. INVOICING AND PAYMENT:** SME will submit invoices to CLIENT monthly and a final bill upon completion of services. Payment is due upon presentation of invoice to the CLIENT and is past due 30 days from date of the invoice. CLIENT agrees to pay a service charge of 1-1/2% per month, or the maximum rate allowed by law, whichever is greater, on past due accounts.
- 3. INSTRUMENTS OF SERVICE:** All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by SME in connection with this Project shall be considered instruments of service, and shall remain the property of SME. SME grants CLIENT and OWNER a limited license to use such instruments of service for the purpose of designing, constructing, maintaining or repairing work that is part of this Project. Any reuse of SME's instruments of service for any purpose other than the limited license granted herein is prohibited and SME shall have no responsibility to CLIENT, OWNER or third parties for unauthorized use of its instruments of services.
- 4. RECORDS RETENTION:** SME will retain pertinent records relating to the services performed for CLIENT for a period of time consistent with SME's File Management Plan, a copy of which will be provided to CLIENT upon request. During that period, the records will be made available to the CLIENT at reasonable times. At the end of the retention period indicated in SME's File Management Plan, SME may, in its sole discretion, dispose of all such records.
- 5. SME MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARDS TO ITS SERVICES.**
- 6. TERMINATION:** Either party may terminate this Agreement upon at least 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination will not be effective if that substantial failure is remedied before expiration of the period specified in the written notice. This Agreement shall also be automatically terminated upon a suspension of the Project for more than 3 months. In the event of termination, CLIENT will pay SME for services performed to the termination notice date plus reasonable termination expenses. In the event of termination, or suspension, prior to completion of all reports contemplated by this Agreement, SME may complete such analyses and records as are necessary to complete the files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension include all direct costs of completing such analyses, records, and reports.
- 7. DISPUTES:** If any dispute arising out of or relating to this Agreement, or its breach, is not settled through direct discussions, the parties agree that as a condition precedent to litigation or arbitration, they will endeavor for 30 days following written notice by one party to the other of a dispute or breach, to settle the dispute by mediation with the assistance of a neutral mediator. In any litigation or arbitration, if applicable, the parties agree that the prevailing party is entitled to recover all reasonable costs incurred in defense or prosecution of the claim, including its staff time, court costs, attorney's fees, and other claim-related expenses. Notwithstanding, SME has no obligation to mediate with CLIENT prior to litigation when collecting fees owed by CLIENT.
- 8. AUTHORIZATION:** By signing these General Conditions, CLIENT agrees to accept the proposal, including these General Conditions and any Special Conditions, as the Agreement governing SME's services and the relationship between the parties. If CLIENT gives SME other-than-written authorization to proceed with services after receiving SME's written proposal, CLIENT accepts the proposal, these General Conditions, and any Special Conditions, as the Agreement governing SME's services, and the Agreement is effective, except for those provisions that CLIENT objects to in writing within 7 days following the other-than-written authorization.
- 9. SAFETY:** SME will be responsible only for the safety of SME employees. Unless otherwise explicitly described in our scope of services, the scope of services does not include job or site safety for, or supervision or direction of, the work of others. The presence of SME on the job site should not be construed to in any way relieve the CLIENT, other contractors, or other parties on the site of the obligation and responsibilities for their personal safety and the safety of their employees, consultants, and subcontractors.
- 10. INSURANCE:** SME and its staff are protected by worker's compensation insurance and SME has coverage under General Liability and Professional Liability insurance policies. SME will provide CLIENT with evidence of such policies upon written request. SME is not responsible for any loss, damage or liability arising from acts of CLIENT, its agents, staff, and other consultants employed by CLIENT.
- 11. INDEMNIFICATION:** To the fullest extent permitted by law, CLIENT shall hold harmless, defend, and indemnify SME from and against all claims, damages, losses and expense, including reasonable attorney fees, arising out of the performance of SME's services or the materials of others in connection with the Project regardless of whether or not such claim, damage, loss or expense is caused in part by SME; provided however, that this obligation shall not apply to claims, damage, loss or expense caused solely by negligence of SME.

12. GOVERNING LAW: The parties agree that this Agreement shall be governed in all respects by the laws of the State of Michigan.

13. LIMITATION OF LIABILITY: In consideration for SME's undertaking to perform services at the rates set forth on the Fee Schedule attached to SME's proposal or the lump sum fee provided, CLIENT agrees to limit all potential liability of SME to CLIENT, its employees, agents, successors and assigns, for any and all claims, losses, breaches, damages or expenses arising from, or relating to SME's performance of services on this Project, such that SME's total aggregate liability to CLIENT, its employees, agents, successors and assigns shall not exceed \$50,000 or SME's total fee for the services rendered on the Project, whichever is greater. The CLIENT understands that it may negotiate a higher limit of liability in exchange for an appropriate increase in SME's fee.

- a) CLIENT further agrees that it will require all of its contractors and consultants on this project and their respective subcontractors and subconsultants, be bound by an identical limitation of SME's aggregate liability in their agreements for work on this Project.
- b) CLIENT further agrees that it will require all of its contractors and subcontractors defend and indemnify CLIENT and SME from any and all loss or damage, including bodily injury or death, arising from contractor or subcontractors performance of work on this Project, regardless of whether or not such claim, damage, loss or expense is caused in part by SME provided however, that this obligation shall not apply to claims, damage, loss or expense caused by the sole negligence or fault of SME.

14. PERIOD OF LIMITATION: Notwithstanding any period of limitations that might otherwise apply, the parties agree that no action, claim or proceeding of any kind, whether in tort, contract or equity arising out of SME's services may be brought against SME more than two years after the first to occur of the following events: (i) the date of CLIENT's acceptance, use or occupancy of the Project that is the subject of this engagement, or (ii) the date of SME's last service in connection with this Project.

15. ADDITIONAL SERVICES: If SME provides services at the request of CLIENT, in addition to those described in the scope of work contained in SME's proposal, CLIENT agrees that these general conditions including any Special Conditions shall apply to all such additional services.

16. AGREEMENT: This Agreement includes SME's Proposal, these General Conditions, and any other Special Conditions, Fee Schedules, or other documents provided with SME's Proposal. This Agreement constitutes the entire contractual relationship between the parties and cannot be changed except by a written instrument signed by both parties. All preprinted Terms and Conditions on CLIENT's Purchase Order(s) or acknowledgement forms are inapplicable to this Agreement. In the event any provision of this Agreement is held invalid or unenforceable, the other provisions will remain in full force and effect, and binding upon the parties. All the terms of this Agreement, including provisions relating to limitation and allocation of liability, shall survive the completion and/or termination of this Agreement. This Agreement cannot be assigned by either party without the written consent of the other party.

Please complete and return the signed General Conditions to SME to indicate acceptance of this proposal and to initiate work on the referenced project. The CLIENT's signature or direction to proceed also indicates that he/she has read or has had the opportunity to read the General Conditions and agrees to be bound by such General Conditions.

SME PROPOSAL

Proposal No.: _____

Project Name: _____

Project Location: _____

CLIENT PROPOSAL AND AGREEMENT ACCEPTANCE (Please Print or Type)

CLIENT Signature: _____ Date: _____

Printed Name: _____

Title: _____

CLIENT (Company) Name: _____

Address: _____

Telephone No.: _____ Email: _____

		Developer Reimbursement Complete																		
Project	Maple Shoppes	Michigan Inn	Zingerman's	Arbor Hills	618 S. Main	Jiffy Warehouse/140 Buchanan	544 Detroit	Packard Square	Water Street	Kingsley Condos - 221 Felch	615 S. Main -A2	Grand View Commons-Dexter	1140 Broadway-A2	Thompson Block	309 N. Ashley	Broadway Park-Roxbury Maple Oaks-Saline				
Project Parameters																				
*Brownfield Plan - Total Approved Elig Activities	\$ 1,209,027.00	\$ 655,640.00	\$ 1,233,937.00	\$ 5,400,000.00	\$ 4,628,636.00	\$ 580,676.00	\$ 698,773.00	\$ 3,582,222.00	\$ 22,874,634.00	\$ 5,109,420.00	\$ 4,489,510.00	\$ 3,370,613.00	\$ 13,159,069.00		\$ 2,739,022.00					
Brownfield Plan - Maximum Developer Reimbursement	\$ 1,010,042.00	\$ 569,414.00								\$ 4,000,000.00					\$ 2,039,022.00					
Actual Approved Eligible Activity Expenses	\$ 1,010,042.00	\$ 397,839.13	\$ 600,218.85	\$ 4,384,556.00	\$ 2,726,826.00	\$ 298,463.97	\$ 383,368.00	\$ 3,431,092.00		\$ 4,000,000.00	\$ 2,609,663.57	\$ 1,552,678.00	\$ 6,787,385.93		\$ 1,876,130.05		\$ 68,267.50			
Approved Eligible Activity Expense Reimbursed to Dai	\$ 702,361.62	\$ 397,839.13	\$ 257,929.41	\$ 4,164,510.85	\$ 1,399,785.99	\$ 298,463.97	\$ 165,810.92	\$ 3,431,092.00		\$ 2,329,063.85	\$ 2,609,663.57	\$ 129,704.07	\$ 1,877,571.55				\$ 49,563.19			
Remaining Approved Eligible Activity Expenses	\$ 307,680.38	\$ -	\$ 342,289.44	\$ 220,045.15	\$ 1,327,040.01	\$ -	\$ 217,557.08	\$ -	\$ -	\$ 1,670,936.15	\$ -	\$ 1,422,973.93	\$ 4,909,814.38	\$ -	\$ 1,876,130.05	\$ -	\$ 18,704.31			
Approved Interest to be Reimbursed	\$ 41,282.00	\$ 36,964.00	\$ 195,056.69	\$ 1,015,444.00	\$ 404,253.61	\$ -	\$ 56,955.84	\$ 53,331.18				\$ 142,556.75								
Interest Reimbursed to Date		\$ 36,964.00						\$ 53,331.18												
Remaining Interest to be Reimbursed	\$ 41,282.00	\$ -	\$ 195,056.69	\$ 1,015,444.00	\$ 404,253.61		\$ 56,955.84	\$ -				\$ 142,556.75								
Project Financial Activity																				
12/31/21 Fund Balance	\$ -	\$ -	\$ 5,000.00	\$ -	\$ -		\$ 5,000.00		\$ 156,495.82	\$ -	\$ 77,639.00	\$ 118,713.82	\$ -	\$ 6,876.68	\$ -	\$ 1,574.03	\$ -			
TOTAL 2022 REVENUES																				
Application Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -			
Interest Revenue*																				
TIF Revenue/Capture	\$ 16,419.79	\$ 11,743.77	\$ 202.28	\$ 118,304.11	\$ 76,351.01	\$ 38,993.50	\$ 2,475.00		\$ 32,321.95	\$ 202,396.92			\$ 324,448.31	\$ 15,341.94	\$ 5,288.63	\$ 244.96	\$ 1,397.59			
Total Revenues	\$ 16,419.79	\$ 11,743.77	\$ 202.28	\$ 118,304.11	\$ 76,351.01	\$ 38,993.50	\$ 2,475.00	\$ -	\$ 32,321.95	\$ 202,396.92	\$ -	\$ -	\$ 324,448.31	\$ 15,341.94	\$ 5,288.63	\$ 244.96	\$ 1,397.59			
2022 EXPENDITURES																				
Certified Expense Reimbursement						\$ -		\$ -	\$ -			\$ 118,713.82		\$ -		\$ -				
Administrative Fee Transfer													\$ -	\$ -	\$ -	\$ -	\$ -			
LBRF Revenue or Deposit	\$ -	\$ 9,896.77		\$ -	\$ -		\$ -		\$ -	\$ -		\$ -		\$ -	\$ -	\$ -	\$ -			
State of MI Brownfield Fund (Approved after 2014)						\$ 3,645.00	\$ 1,919.00		\$ 1,248.00	\$ 46,235.00	\$ 38,583.00	\$ 8,972.00	\$ 32,995.00	\$ 816.00	\$ -	\$ 32.50	\$ -			
Total Expenditures	\$ -	\$ 9,896.77	\$ -	\$ -	\$ -	\$ -	\$ 3,645.00	\$ 1,919.00	\$ -	\$ 1,248.00	\$ 46,235.00	\$ 38,583.00	\$ 127,685.82	\$ 32,995.00	\$ 816.00	\$ -	\$ 32.50	\$ -		
Misc Refund																				
Current Brownfield Account Balance	\$ 16,419.79	\$ 1,847.00	\$ 5,202.28	\$ 118,304.11	\$ 76,351.01	\$ 35,348.50	\$ 5,556.00	\$ -	\$ 187,569.77	\$ 156,161.92	\$ 39,056.00	\$ (8,972.00)	\$ 291,453.31	\$ 21,402.62	\$ 5,288.63	\$ 1,786.49	\$ 1,397.59			
* Includes Admin and LBRF Funds						(\$ in LBRF capture remaining)													To pay 3 mill SET Only	
Total of all 2021 CY TIF Reimburse Transfers	\$ 118,713.82																			
Total of all CY 2019 Admin Transfers	\$ 165,000.00																			
Total of all CY 2018 Admin Transfers	\$ 164,999.72																			
Total of all CY 2017 Admin Transfers	\$ 164,113.00																			
Total of all CY 2016 Admin Transfers	\$ 150,739.88	ACCOUNT BALANCES SUMMARY																		
Total of all CY 2015 Admin Transfers	\$ 114,437.35	Admin Fund Cash Reserves as of 1-10-22*			\$ 74,565	* Max AnnualAdmin Capture increased from \$165,000 to \$192,500 per Act 381, with 16 active projects														
Total of all CY 2014 Admin Transfers	\$ 87,198.19	LBRF Interest earned since 2017 as of 1-10-22 (inc. in bal. below)			\$ 63,221															
2022 LBRF Capture Running Current Yr Total	\$ 9,896.77	LBRF Balance as of 1-10-22			\$ 2,737,272															

TRANSACTION APPROVALS REQUESTED

PROJECT				
Remaining Winter TIF Capture, Final 2021 Transfers	TIF Capture	LBRF		Developer Reimbursement
140 Buchanan/Jiffy	\$ 38,993.50			
Maple Oaks Saline	\$ 1,397.69			
Thompson Block Ypsilanti	\$ 15,341.94			
Water Street/Family Dollar Ypsilanti	\$ 32,321.95			
Grandview Commons	?			
Grand Total	\$ 88,055.08	\$ -	\$ -	\$ -