



Washtenaw County Brownfield Redevelopment Authority

IN-PERSON MEETING AGENDA

Monday, October 17th 2023 9:00 a.m.

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

Zoom Link to Webinar for Public to Join the Meeting:

<https://washtenawcounty.zoom.us/j/81099386316?pwd=aEhqMWtsVldYOXVuSEdnZ3BqNFZ6UT09>

Passcode: 788623

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

- 1. Call to Order**
- 2. Public Comment***
- 3. Approval of Agenda**
- 4. Approval of Minutes**
 - a. September 11th, 2023 Meeting (MINUTES TO BE PROVIDED IN SEPARATE EMAIL)
- 5. Board Member Conflict of Interest Disclosure**
- 6. Business**
 1. 206-210 N. Washington, Avalon Housing, LBRF Grant Application – Action
 2. 121 Catherine LBRF Grant Agreement – Action
 3. September 2023 Financial Report – Information
- 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

Agenda Summary Memo REGULAR IN-PERSON MEETING

9:00 a.m. Monday October 17th, 2023

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

TO: Washtenaw County Brownfield Authority

FROM: Nathan Voght, Washtenaw County Brownfield Coordinator

DATE: October 11th, 2023

This regular board meeting will be held in-person, at 200 N. Main, lower level Large Conference Room, downtown Ann Arbor. 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. 206-210 N. Washington, Avalon Housing, LBRF Grant Application – Action

Please see an LBRF Grant Application, Table of Eligible Activities, and infrastructure map, submitted by Avalon Housing, for the City of Ypsilanti-owned site at 206-210 N. Washington. The site will be sold to Avalon Housing to construct 22 Supportive Housing Units. The request is for a \$704,755 LBRF Grant. The applicant notes that they may request an additional \$81,000 in private infrastructure costs, as a Local Only request, if the need arises.

Refer to Table 1, Eligible Activity Cost Estimates for detailed costs. These include Assessment and Due Care, \$102,000 (including asbestos and lead abatement), Site Preparation \$236,174, Infrastructure \$64,294 (including streetscape, sidewalk, and public landscaping, and Demolition \$211,080. A 15% Contingency is included of \$91,207, bringing the total to \$704,755.

Staff asked ASTI for detail on the “Historic Buildings – Soil Mitigation/Management” cost of \$10,000. Tom Wackerman provided this response:

Drip Line assumed to be 3 feet from building

Depth of excavation assumed to be 2 feet bgs

All soils assumed to be impacted above one or more generic residential cleanup criteria.

Therefore, volume of soils for removal and off-site disposal assumed to be 37 CY

Cost per CY assumed to be \$180 for excavation, transportation, disposal and backfill

Cost based on above is \$6,680.

Additional costs to estimated \$10,000 include hand digging, demarcation barrier and sod/seed.

This is a project the Board has discussed previously, and was inclined to support, as it includes Affordable Housing.

Staff attached an updated LBRF Fund Cash Flow analysis, for reference.

2. 121 Catherine LBRF Grant Agreement – Action

The Authority recently awarded a \$959,406 LBRF Grant to support this mixed-use project, in Downtown Ann Arbor, including 66 affordable housing units, and 18 public parking spaces. Please see a redlined version of our usual LBRF Grant Agreement template for this project, which staff and the applicant are

requesting the Authority approve. Notable changes include the Authority authorizing staff to approve Eligible Activities for reimbursement during the construction process, and reporting monthly back to the Authority, and various entities incurring costs, but one entity seeking reimbursement (similar to Village of Ann Arbor, Robertson Homes, Reimbursement Agreement recently approved).

County Corporation Counsel is reviewing the agreement, and it's hoped to have a response prior to the Oct. 17th meeting.

3. September 2023 Financial Report – Action

Please see summer 2023 capture for Grandview Commons and proposed developer reimbursement. Also, the 2022 State of Michigan 3 mills SET invoice is provided, and noted on the Report, for Board approval of payment. All other summer 2023 TIF distributions and reimbursements from Ann Arbor projects, approved last month, are now noted in the updated financial report.

Other Information:

220 N. Park: The Project financing closed last week and all County grants/loans were disbursed to an escrow account, to make construction draws. The project will break ground very soon.

Main Street Park Alliance: It's been reported that they've closed on the property with the City of Chelsea for \$160,000. See link to Mlive on Chelsea: <https://www.mlive.com/news/ann-arbor/2023/10/nonprofit-developing-park-finalizes-160k-purchase-of-former-chelsea-industrial-site.html> They still plan to come to the November Authority meeting with an LBRF Grant request to support remediation.

Act 381 Amendments to incorporate Affordable Housing subsidies as Eligible Activities: Staff attended a MSHDA webinar on Monday. Here is a website with more information on Act 381 Affordable Housing Amendments: <https://www.michigan.gov/mshda/developers/tax-increment-financing-tif> . Guidelines are still in development and not finalized. MSHDA has distributed a method to calculate rent/sales loss for for-sale and rental affordable housing projects, and staff is reviewing now.

303 N. Fifth/312 Detroit Street Brownfield Plan Amendment: The Amendment is going to the County Board of Commissioners on Oct 18th, for a public hearing on November 1st, and adoption on November 15th.

2 West Michigan, Downtown Ypsilanti: Staff continues to work with EGLE, the City of Ypsilanti, and the owner, to secure the \$750,000 EGLE Grant to install vapor mitigation measures in the building, to make it fully safe for the intended use. The challenge is that EGLE wants demonstration of full financing, and this developer is not typical, and is in a "catch-22" situation, where having the mitigation installed in the building will allow her to better secure tenants and investors.

Broadway Park Ann Arbor: The \$499,000 in Eligible EGLE Grant activities are complete, and are under final review. Staff will provide to the Board at the next meeting for review. The Grant Agreement is with the Conservancy, overseeing the development of the public recreational areas of the development, and will own and maintain them in the long-term. The developer, Roxbury Group, is planning on submitting a Brownfield Plan

Amendment, since conditions have substantially changed since the 2019 original approval. More information will be forthcoming.



WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY
Local Brownfield Revolving Fund
Grant and Loan APPLICATION FORM

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
734-544-3055
voghtn@ewashtenaw.org

Type of Application

- ☐ Loan (Available to all entities)
☒ Grant (Only available to Local Units of Government and Non-Profits)

Applicant Information

Applicant: Avalon Nonprofit Housing Corporation

Contact: Wendy Carty-Saxon

Address: 1327 Jones Dr., Ann Arbor, MI 48105 Phone No.: 734-663-5858 x211

Type of Ownership: ☐ Private ☐ Public Developer (Entity) Name: 206 North Washington LDHA LLC

Property Owner: City of Ypsilanti Contact: Katie Jones, 734-891-1301

☐ Brownfield Plan Approved (or expected to be approved) on this date: Not Applicable

Project/Property Information

Project Name: 206 N. Washington St.

Project Description: Demolition of blighted structure; new construction of 22-unit apartment building.

Address/Location: 206 N. Washington St., Ypsilanti, MI 48197

No. Buildings: 1 (+2 historic outbuildings) Square Footage of Buildings: 24,366 + 879 in outbuildings

Property Acreage: .46

Parcel Identification No(s): 11-11-40-411-003

Zoning: CN Surrounding Land Use: Retail (coffee shop) to the south; Residential to N, E, W.



Previous Owners: City of Ypsilanti (through foreclosure); private investors (including Charles Soule, Beal Properties, Balmoral Holdings)

Historic Property Uses: Multifamily residential, architectural offices, single family residential

Eligible Activities

Please describe eligible activities proposed to be funded by LBRF: Site preparation; public infrastructure improvements; pre-demolition asbestos abatement; site, infrastructure, and building demolition. Environmental assessments (Phase I ESA and Phase II Investigation), asbestos survey and lead based paint survey were previously conducted and funded through WCBRA, so are not included in this request. Additionally, private infrastructure that is eligible for reimbursement using local funds, but not state funds, is not included at this time although approximately \$81,000 in eligible expenses are anticipated. Avalon will return to WCBRA with a separate request to also have these costs reimbursed only if the project is in need of that subsidy. This includes a 15% contingency on items not yet completed.

Anticipated Cost: \$704,755

Previous Environmental Activities Completed

☒ Phase I ☒ Phase II ☐ BEA ☐ Remediation ☐ None ☐ Unknown

Please describe environmental conditions: A filling station and auto repair facility were historically located on the southern adjoining property and were listed as Recognized Environmental Conditions (REC) in the Phase I ESA. A Phase II Investigation did not identify any impacts above the generic residential clean-up criteria or regional background criteria proximate to the REC. Asbestos containing building materials have been identified in the building and will be abated during demolition.

Please provide cloud links to any relevant environmental reports.

Application Information



Please describe how the request satisfies the current LBRF policy standards related to Smart Growth Principles, 2015 Housing and Affordability and Economic Equity Analysis, potential for new tax base, location within a downtown or existing commercial or industrial areas, new job creation, positive environmental impact, and blight removal: _____ This development will remove an existing blighted structure, provide needed affordable housing adjacent to downtown and be built in conformance with MSHDA and County OCED green standards. _____

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

Community Impact

Please describe the impact you feel your proposal will have on the community: _____
_____ This development strengthens the neighborhood with the removal of a blighted structure and provides needed affordable housing. _____

Need for LBRF Funding

Please describe why this funding is necessary for project feasibility: _____ The project faces significant challenges to prepare the property for redevelopment, including demolition and upgrading public infrastructure. _____

Project Funding

Has funding been secured? ☒ Yes (in process) ☐ No Please list types and amounts.



Source of Funds: Washtenaw County HOME Amount: \$ 500,000

Source of Funds: MSHDA HOME-ARP/SERA Amount: \$ 4,148,978

Source of Funds: MSHDA 4% LIHTC (equity) Amount: \$ 4,372 908

Source of Funds: FHLB-AHP Amount: \$ 400,000

Source of Funds: Deferred Developer Fee Amount: \$ 272.861

MEDC CRP: ☐ Yes ☒ No Amount: \$

Brownfield Grant/Loan: ☒ Yes ☐ No Amount: \$ 22,548

Washtenaw County LBRF Funds: Grant Amount: \$ 704,755

FINANCIAL ANALYSIS**Table 1 - Eligible Activity Cost Estimates****206 N. Washington St.****10/03/23****Project Development Costs**

Assessment and Due Care		Estimated Costs
Asbestos and Haz Sub Inspection/Bid Specs		\$1,500
Asbestos Abatement and Monitoring		\$65,000
Oversight & Reporting		\$2,500
Historic Buildings - Asbestos Survey		\$2,000
Historic Buildings - LBP Survey		\$2,500
Historic Buildings - LBP Abatement		\$8,000
Historic Buildings - Lead Soil Assessment (Exterior Paint)		\$3,500
Historic Buildings - Soil Mitigation/Management		\$10,000
Project Management		\$3,000
Subtotal Abatement Activities		\$98,000
Brownfield Contractor Costs		
Implementation of Grant		\$4,000
Subtotal Grant Activities		\$4,000

Site Preparation		
Staking related to Rough Grade, Roadway and Utilities		\$8,400
Geotechnical Engineering		\$10,000
Clearing and Grubbing		\$22,480
Temporary Construction Access and/or Roads		\$6,850
Temporary Facility		\$4,800
Temporary Traffic Control		\$5,725
Temporary Erosion Control		\$4,200
Temporary Site Control (i.e., security, fencing, lighting)		\$16,450
Excavation for Unstable Material (i.e., Urban or Historic Fill)		\$28,375
Transportation for Unstable Material		\$15,000
Foundation Work to Address Special Soil Concerns		\$18,900
Backfill		\$28,500
General Earthwork		\$19,400
Compaction & Sub-base Preparation		\$9,845
Safety Survey and Building Assessment for Demolition		\$11,500
Project Management		\$25,749
Private Utilities Installation		\$0
Storm Sewers		\$0
Sanitary Sewer		\$0
Watermain		\$0
Subtotal Site Preparation Activities		\$236,174

Infrastructure		
Public		
Access		
Sidewalk 4-inch		\$10,000
Streetscape Improvements		
Landscaping		\$10,000
Curbs and Gutters		\$7,320
Asphalt Paving of Road		\$18,000
Signage		\$1,500
Project Management		\$17,474
Subtotal Public Infrastructure		\$64,294

Demolition		
Building Demolition		\$144,000
Site/Infrastructure Demolition		\$28,000
Public Sidewalk/Road Removal		\$15,000
Project Management		\$24,080
Subtotal Demolition		\$211,080

Subtotal Above		\$613,548
Contingency at 15%*		\$91,207
Total Activity Costs with Contingency		\$704,755

Other Eligible Costs		
Interest		\$0

Total Costs Above		\$704,755
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Ypsilanti, MI

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY
LOCAL BROWNFIELD REVOLVING FUND GRANT AGREEMENT

This Local Brownfield Revolving Fund Grant Agreement (the "Agreement") dated ~~July 20~~October, 2023 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 the Ann Arbor Housing Development Corporation, a Michigan nonprofit corporation (the "Grantee"), a Michigan nonprofit corporation, whose address is 2000 S. Industrial Highway, Ann Arbor, MI, 48104.~~

~~and 121 Catherine Street Limited Dividend Housing Association, LLC (the "Grantee"), a Michigan nonprofit corporation, whose address is 2000 S. Industrial Hwy, Ann Arbor, MI, 48104.~~

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 \$959,406 grant of LBRF funds at the June 5, 2023 meeting, to conduct various Eligible Activities, as summarized in Exhibit B, Table 1 – Eligible Activities Table.
- D. The Eligible Property is known as 121 Catherine Street in the City of Ann Arbor, parcel ID# 09-09-29-135-001.
- 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 121 Catherine Street Limited Dividend Housing Association, LLC up to \$959,406 to conduct eligible brownfield activities, as described in Exhibit A, the submitted LBRF application and accompanying information and Exhibit B, Table 1 – Eligible Activity Table. The Authority hereby agrees to grant to Ann Arbor Housing Development Corporation

up to \$959,406 to conduct eligible brownfield activities, as described in Exhibit A, the submitted LBRF application and accompanying information and Exhibit B, Table 1 - Eligible Activity Table.

1.

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2. Grant Budget – The Grantee was approved by the Authority for a grant amount not to exceed \$959,406.
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.
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. The Authority hereby designates the County Brownfield Coordinator staff person, within the Washtenaw County Office of Community and Economic Development, to review Eligible Activities as part of the Grantee's monthly draw process, confirm they are consistent with the grant budget, and authorize disbursement to the Grantee, up to a cumulative disbursement not to exceed \$959,406. Staff shall provide the statement of costs and descriptions of Eligible Activities that he approved to the Authority at the next Authority Board Meeting for review and confirmation. 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 \$959,406. Individual activities between the "Washtenaw County LBRF Grant" and "Draft EGLE Grant" columns within Table 1 – Eligible Activities Table may shift, depending on project needs, and EGLE grant timing and requirements, provided the total LBRF grant amount does not exceed \$959,406. In other words, certain activities intended to be funded through the EGLE grant may be funded through the LBRF grant, if necessary. All parties acknowledge that some or all payments to contractors performing Eligible Activities may be made from Avalon Nonprofit Housing Corporation d/b/a Avalon Housing, Inc., Ann Arbor Housing Commission, Ann Arbor Housing Development Corporation, and/or 121 Catherine Street LDHA LLC, due to other financial and contractual arrangements, but all disbursement of grant funds will be made to the Grantee. All parties acknowledge that some or all payments to contractors performing Eligible Activities will be made from Avalon Nonprofit Housing Corporation d/b/a Avalon Housing, Inc., due other financial and contractual arrangements, but all disbursement of grant funds will be made to the Grantee

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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 \$959,406, 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 twenty four (24) months of this Agreement unless the Authority grants an extension.
~~8. 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, other than those identified in Section 5.
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 other than those identified in Section 5.

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

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

BY: _____
Allison Krueger, Chairperson

Date: _____

Attested to:

By: _____
Lawrence Kestenbaum, County Clerk/Register

Date: _____

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Approved As to Form:

By: _____
Michelle Billard, Corporation Counsel

Ann Arbor Housing Development Corporation ~~Avalon Nonprofit Housing Corporation~~, Grantee

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BY: _____
PRINT NAME: _____
ITS: _____
Date: _____

Exhibit A – LBRF Application
Exhibit B – Table 1 – Eligible Activities Table

		Developer Reimbursement Complete																														
Project	Maple Shoppes	Zingerman's	Arbor Hills	618 S. Main	544 Detroit	Water Street	Kingsley Condos - 221 Felch	Grand View Commons-Dexter	1140 Broadway-A2	Thompson Block	309 N. Ashley	Broadway Park-Roxbury	Maple Oaks-Saline	Rockwell Building Chelsea	4025 Packard Road	303 N. Fifth/312-314 Detroit	3874 Research Park Drive/Sartorius	Village of Ann Arbor	300 N. Zeeb													
Project Parameters																																
*Brownfield Plan - Total Approved Elig Activities	\$	1,209,027.00	\$	1,233,937.00	\$	5,400,000.00	\$	4,628,636.00	\$	698,773.00	\$	22,874,634.00	\$	5,109,420.00	\$	3,370,613.00	\$	13,159,069.00	\$	1,651,241.00	\$	2,739,022.00	\$	781,957.00								
Brownfield Plan - Maximum Developer Reimbursement	\$	1,010,042.00		\$	5,400,000.00			\$	4,000,000.00			\$	10,894,465.00	\$	1,332,613.00	\$	2,039,022.00			\$	550,000.00											
Actual Approved Eligible Activity Expenses	\$	1,010,042.00	\$	600,218.85	\$	4,384,556.00	\$	2,726,826.00	\$	383,368.00			\$	4,000,000.00	\$	1,552,678.00	\$	8,733,951.26	\$	975,696.00	\$	1,876,130.05	\$	176,469.06								
Approved Eligible Activity Expense Reimbursed to Date	\$	876,127.54	\$	358,192.95	\$	4,384,556.00	\$	2,469,687.11	\$	238,435.12			\$	3,689,461.06	\$	772,702.92	\$	6,464,976.59	\$	35,264.98	\$	568,797.87	\$	101,800.67								
Remaining Approved Eligible Activity Expenses	\$	133,914.46	\$	242,025.90	\$	-	\$	257,138.89	\$	144,932.88	\$	-	\$	310,538.94	\$	779,975.08	\$	2,268,974.67	\$	940,431.02	\$	1,307,332.18	\$	-	\$	74,668.39	\$	-	\$	-	\$	-
Approved Interest to be Reimbursed	\$	41,282.00	\$	228,466.37	\$	1,015,444.00	\$	498,515.29	\$	70,648.00				\$	257,190.83																	
Interest Reimbursed to Date				\$	927,506.30																											
Remaining Interest to be Reimbursed	\$	41,282.00	\$	228,466.37	\$	87,937.70	\$	498,515.29	\$	70,648.00				\$	257,190.83																	
Project Financial Activity																																
12/31/22 Fund Balance	\$	-	\$	9,016.28	\$	-	\$	-	\$	2,808.00	\$	184,949.02	\$	(47,694.50)	\$	(75,958.50)	\$	(1,873.00)	\$	-	\$	3,504.76	\$	35,387.29								
TOTAL 2023 REVENUES																																
Application Fee	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-														
Interest Revenue*																																
TIF Revenue/Capture	\$	84,611.18	\$	81,220.08	\$	597,993.01	\$	795,988.06	\$	43,222.83	\$	36,951.76	\$	753,332.99	\$	322,478.71	\$	2,018,308.20	\$	15,735.36	\$	427,757.70	\$	3,055.01	\$	63,480.22		\$	123,324.75			
Total Revenues	\$	84,611.18	\$	81,220.08	\$	597,993.01	\$	795,988.06	\$	43,222.83	\$	36,951.76	\$	753,332.99	\$	322,478.71	\$	2,018,308.20	\$	15,735.36	\$	427,757.70	\$	3,055.01	\$	63,480.22	\$	-	\$	-	\$	-
2023 EXPENDITURES																																
Certified Expense Reimbursement	\$	81,422.18	\$	83,878.36	\$	548,409.01	\$	772,363.06	\$	41,164.83			\$	413,564.49	\$	89,732.59	\$	1,828,837.70	\$	13,862.36	\$	402,916.70	\$	-	\$	33,533.17						
Administrative Fee Transfer	\$	3,189.00	\$	1,171.00	\$	49,584.00	\$	23,625.00	\$	2,596.00	\$	3,215.00	\$	82,394.00	\$	11,797.00	\$	-	\$	-	\$	14,929.00	\$	-	\$	-						
LBRF Revenue or Deposit	\$	-	\$	5,187.00	\$	-	\$	-	\$	-	\$	-	\$	160,000.00	\$	-	\$	-	\$	-	\$	159.00	\$	3,208.00								
State of MI Brownfield Fund (Approved after 2014)																																
Total Expenditures	\$	84,611.18	\$	90,236.36	\$	597,993.01	\$	795,988.06	\$	43,760.83	\$	3,215.00	\$	655,958.49	\$	101,529.59	\$	1,871,831.70	\$	13,862.36	\$	417,845.70	\$	159.00	\$	36,741.17	\$	-	\$	-	\$	-
Misc Refund																																
Current Brownfield Account Balance	\$	-	\$	-	\$	-	\$	-	\$	2,270.00	\$	218,685.78	\$	49,680.00	\$	220,949.12	\$	70,518.00	\$	-	\$	9,912.00	\$	6,400.77	\$	62,126.34	\$	-	\$	-	\$	-
* Includes Admin and LBRF Funds																																
Total of all 2022 CY TIF Reimburse Transfers	\$	3,859,372.22																														
Total 2023 CY LBRF CAPTURE	\$	211,548.00																														
Total fo all CY 2023 Admin Transfers (From 2022 Tax Year)	\$	192,500.00		16 Active Projects																												
Total of all CY 2022 Admin Transfers	\$	192,500.00		16 Active Projects																												
Total of all CY 2019 Admin Transfers	\$	165,000.00		15 Active Projects																												
Total of all CY 2018 Admin Transfers	\$	164,999.72		15 Active Projects																												
Total of all CY 2017 Admin Transfers	\$	164,113.00		15 Active Projects																												
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 9-30-23				\$	158,295																							
Total of all CY 2014 Admin Transfers	\$	87,198.19		LBRF Interest earned since 2017 as of 93-30-23 (inc. in bal. below)				\$	146,498																							
2022 LBRF Capture Running Current Yr Total	\$	211,548.00		LBRF Balance as of 9-30-23				\$	1,666,719																							

TRANSACTION APPROVALS REQUESTED

PROJECT					
	Summer Capture	Withhold 3 Mills	LBRF Capture **		Developer Reimbursement
Grandview Commons	\$ 220,949.12	\$ 23,910.50			\$ 197,038.62
State of Michigan 3 Mills SET Invoice					
Maple Oaks	\$ 4,629.50				
1140 Broadway	\$ 70,518.00				
544 Detroit Street	\$ 2,269.50				
Broadway Park	\$ 115.00				
Buchanan North/Jiffy	\$ 2,530.01				
Grandview Commons	\$ 23,910.50				See Above
Thompson Block	\$ 1,914.00				
Water Street	\$ 1,469.00				
309 N. Ashley	\$ 9,912.00				
221 Felch/Kingsley Condos	\$ 49,680.00				
Grand Total	\$ 387,896.63		\$ -	\$ -	

LBRF Account Cash Flow UPDATED 10-10-23

Date	Current Balance	Pay Outs	Project	Deposits	Project(s)
7/1/2023	\$ 2,659,556				
9/15/2023	\$ 2,644,556	\$ 15,000	3045 Broad, Dexter		
9/15/2023	\$ 2,804,556			\$ 160,000	Kingsley Condos
10/1/2023	\$ 2,784,556	\$ 20,000	Gault Village, Ypsi Twp		
10/1/2023	\$ 1,784,556	\$ 1,000,000	220 N. Park Grant/Loan		
11/1/2023	\$ 1,751,956	\$ 32,600	415 W. Washington Phase II		
6/1/2024	\$ 792,550	\$ 959,406	121 Catherine St A2HC		
9/1/2024	\$ 1,302,550			\$ 510,000	Kingsley, 618 S. Main, Arbor Hills, 1140
9/1/2024	\$ 597,550	\$ 705,000	206/210 N. Washington, Ypsi		
11/1/2024	\$ (247,450)	\$ 845,000	Main St. Park Chelsea Grant		
9/1/2025	\$ 752,550			\$ 1,000,000	618 S. Main, Arbor Hills, 1140
9/1/2026	\$ 952,550			\$ 200,000	Various
9/1/2027	\$ 2,774,090			\$ 1,821,540	1140 Broadway

September 15, 2023

Nathan Voght
County of Washtenaw BRA
P.O. Box 8645
Ann Arbor, MI 48107-8645

Invoice: INV-0000409

Dear Nathan Voght,

Legislative changes occurred on December 28, 2012, permitting the State of Michigan to collect 3 out of the 6 mill State Education Tax annually on new Act 381 Work Plan projects to provide future funding for Brownfield Grants and Loans. The County of Washtenaw BRA had Work Plan projects approved by the Michigan Strategic Fund (MSF) and/or the Department of Environment, Great Lakes, and Energy Quality (EGLE) after January 1, 2013.

Project Information is listed below:

Project Name	Site Number	Annual Report Metric Number	Amount Due
Maple Oaks	SITE-00001819	M-0000140018	\$4,629.50
1140 Broadway (Lower Town)	SITE-00001595	M-0000140501	\$70,518.00
544 Detroit Street	SITE-00001249	M-0000140516	\$2,269.50
Broadway Park Ann Arbor	SITE-00001693	M-0000140692	\$115.00
Buchanan North Warehouse Renovation	SITE-00001250	M-0000140697	\$2,530.00
Grandview Commons Dexter	SITE-00001694	M-0000140698	\$23,910.50
Thompson Block	SITE-00001695	M-0000140719	\$1,914.00
Water Street	SITE-00001358	M-0000140721	\$1,469.00
309 N. Ashley	SITE-00001859	M-0000140726	\$9,912.00
221 Felch (Kingsley Condos)	SITE-00001594	M-0000140794	\$49,680.00
Total Amount Due			\$166,947.50

Please remit payment of above total amount within **60 days** of the date of this invoice. The Amount Due is calculated directly from information entered in the Portal, and submitted by your jurisdiction. If you feel the Amount Due is not accurate, please contact MEDC Brownfield Staff at brownfield@michigan.org or (517) 335-8126, to adjust your reporting.