Washtenaw County Brownfield Redevelopment Authority

IN-PERSON MEETING AGENDA

Monday, December 4th 2023 10:00 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. November 6th, 2023 Meeting
5. **Board Member Conflict of Interest Disclosure**
6. **Business**
   1. Water Street Brownfield Reimbursement Agreement, City of Ypsilanti – Action
   2. 599 S. Mansfield Phase I ESA, Environmental Assessment Grant Application, City of Ypsilanti – Action
   3. 2023 Meeting Calendar, 2nd Thursdays of each Month – Action
   4. November 2023 Financial Report – Information
7. **Other Business**
8. **Public Comment***
9. **Adjournment**

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

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 (WCBRA)
Meeting held in-person at 200 N. Main, downtown Ann Arbor
Lower Level LARGE Conference Room

DRAFT MEETING MINUTES
Tuesday, November 6, 2023, 10:00 a.m.

Board Present: Allison Krueger – Chair, Colleen O'Toole – Vice Chair, Christy Maier, James Harless, Trevor Woollatt, Justin Hodge, Katie Jones, Jenn Cornell

Board Absent: Sam Baushke – Secretary

Staff: Nathan Voght – OCED

Joining the Meeting: Tom Wackerman – ASTI Environmental, Joe Ziolkowski – Main Street Park Alliance, Wendy Carty-Saxon – Avalon Housing, Michael Appel – Avalon Housing, Amanda Carlisle – Washtenaw County Housing Alliance, Paul Montagno – Carlisle/Wortman Associates for City of Chelsea, Martin Coburn – City of Chelsea City Manager, Mark Zayatz – Hydro Logic, David Esau on Zoom – Architect for Avalon Housing, Kathy Keinath – Civil Engineer for Avalon

Handouts: None

1. Call to Order

Chair Krueger called the meeting to order at 10:00 a.m.

2. Public Comment

Amanda Carlisle, Housing Alliance of Washtenaw County, spoke in favor of the Authority granting the LBRF request for 206-210 N. Washington from Avalon Housing.

3. Approval of Agenda

C. O'Toole moved to approve the Agenda (2^{nd} J. Harless), and the motion passed unanimously.

4. Approval of October 17^{th}, 2023 Meeting Minutes

J. Harless requested to revise Business item #1 to add a statement "…this request and the Main Street Park Alliance." He also asked a revision be made in the next paragraph that reflects he thought the Chelsea remediation was a project that Act 381 was intended to address. C. Maier stated "Michael" was misspelled in Business Item #1.

J. Harless moved to approved the minutes as revised (2^{nd} T. Woollatt), and the motion passed unanimously.

5. Board Member Conflict of Interest Disclosure

None declared.

6. Business

1. <u>206-210 N. Washington, Avalon Housing, LBRF Grant Application – Action</u>

The Board discussed how both business items that are requesting LBRF grants be discussed and moved. J. Harless moved to defer action on both Business Items #1 and #2 until discussion on both has finished (2nd C. O'Toole) and the motion passed unanimously.

Michael Appel, from Avalon Housing, presented on their project at 206-210 N. Washington, including the ownership by the City of Ypsilanti, and the City seeking a development partner after acquiring the site from foreclosure. He spoke how Avalon has been working with the City, County and City of Ypsilanti Historic District Commission on the site. They are proposing 22 housing units, 8 of which will be Supportive Housing. The request from Avalon is for $704,755 in LBRF grant funding.

There are many funding sources, including County HOME funds. Board members C. Maier and A. Krueger asked questions about the project. Board member J. Hodge arrived at the meeting at 10:22 a.m..

2. <u>Main Street Park Alliance, Chelsea, Former Federal Screw Site, LBRF Grant Application – Action</u>

The Board moved on to discussion of the next LBRF application for the Main Street Park Alliance. The request is for $804,010 in LBRF Grant funding. Joe Ziolkowski, from Main Street Park Alliance, presented on the request. He showed a board with an aerial photo of the site, and the area of NAPL that needs to be excavated and disposed of, prior to development of a City Park. He stated the MSPA has acquired the site, and has a Development Agreement with the City. The Agreement states that after the park is developed, the City will acquire it for $1.

Mr. Ziolkowski continued saying a RES App has been submitting to EGLE and is being reviewed. A $1M grant from EGLE has been committed, as well, which will address direct contact concerns for future park users. He stated they've raised $3M in private donations so far. A study by the City showed a lack of park space for residents, where 50 acres is needed, but there is only 26 acres currently.

The plan is to start the project in summer of 2024. Remediation of the southwest corner first, which would be funded by the LBRF grant request, and then putting a cap on the entire site.

N. Voght asked about the public storm sewer that bisects the site, and that previously it wasn't clear that the City would be able to replace it during excavation and work on the park site by MSPA. The new City Manager for the City of Chelsea, Martin Coburn, was in attendance and stated that the City is coordinating with MSPA and will replace the storm line during park development.

J. Harless asked about the status of the RES App to EGLE. Mr. Ziolkowski stated that Ashley Lesser, from EGLE, is reviewing it now, and has had it for a month. Mr. Harless further asked why is the project proceeding, and an LBRF grant being requested now, prior to RES App approval? Mark Zayatz, from Hydro Logic, the environmental consultant for MSPA, explained that EGLE is not approved the NAPL excavation. The NAPL is critical, as there's evidence it's in utility corridors, under the public sidewalk, and encroaching on the residential property to the south. The MSPA is planning to acquire the house to the south and incorporate the property in the park design.

J. Harless asked if MSPA can wait until fall of 2025 to be reimbursed the $200K portion of their $800K request, which the Authority will not have until then. Joe Zilkowski responded that they could wait. J. Harless also stated that funding Interest is a possibility.

J. Harless moved to approve the LBRF Grant application for the Avalon project at 206-210 N. Washington at the requested amount of $704,755 (2nd J. Hodge), and the motion passed unanimously.

J. Harless moved to approve the LBRF Grant application for MSPA at the full $804,010, with the condition and understanding that there will be a delay in full reimbursement until the Authority received projected additional LBRF capture in the fall of 2025, and further that the Authority will help secure a loan guarantee based on future Tax Increment revenue into the LBRF, if necessary (2nd J. Hodge), and the motion passed unanimously.

3. October 2023 Financial Report – Action

The report is for information only.

7. Other Business

J. Hodge updated the Board on the County Land Bank progress. There was a housing strategy presentation in October, and there was concern that the Land Bank would prevent the County from preventing foreclosure. He said more time will be required to sort out and communicate what the role and advantages of a County land bank could be. It's still his goal to establish one before the end of next year.

C. O'Toole asked if letters of support from local units may be useful, and this was discussed further.

8. Public Comment:

Martin Colburn, new Chelsea City Manager, wanted to introduce himself and thank the Board for their support of the MSPA site and future City Park. He also indicated they would like to look at increasing housing supply in the City.

9. Adjournment:

J. Harless moved to adjourn the meeting at 11:08 a.m. (2nd T. Woollatt), and the motion passed unanimously.

These minutes were approved by the Washtenaw County Brownfield Redevelopment Authority at the ____________________, 2023 meeting, held at 200 N. Main, lower level large conference room, downtown Ann Arbor.

Washtenaw County Brownfield Redevelopment Authority

Agenda Summary Memo
REGULAR IN-PERSON MEETING

10:00 a.m. Monday, December 4th, 2023

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

TO: Washtenaw County Brownfield Authority
FROM: Nathan Voght, Washtenaw County Brownfield Coordinator
DATE: November 27th, 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.

<u>Business Items:</u>

1. **Water Street Brownfield Reimbursement Agreement, City of Ypsilanti – Action**

   The Water Street Brownfield Redevelopment Site is a 38 acres site located east of downtown Ypsilanti. The site has long been a focus of redevelopment for the City, beginning in the last 90s. https://cityofypsilanti.com/430/Water-Street-Redevelopment-Area The parcels were acquired and assembled by the City in the 2000s, all structures demolished, and targeted, small areas of remediation completed in the late 2000s. Two State earmarks for about $6M were dedicated to the City in 2022 to conduct further remediation. The City engaged AKT Peerless to assist with utilizing the earmark funding to best address the most concerning environmental challenges of the site. In 2023, the City and AKT began conducting intensive investigation and characterization of PCB and Lead areas on the middle and southern part of the site, in order to conduct remedial excavations in 2024 using the earmark funding.

   A Brownfield Plan was adopted in 2015 in order to put in place TIF financing incentives, as part of a redevelopment push by the City at that time. Approximately $22M in TIF was part of the Plan, including about $18M in developer-reimbursable cost, $2M in Administrative capture and $2M in LBRF capture. A Family Dollar is the only improvement on the site to-date, on which Tax Increment revenue has been collected since about 2016 and deposited in the project account with the Authority. As no other development has occurred, nor any Eligible Activities submitted to the Authority, no reimbursement has been issued. The current account balance is $217,216.78.

   The Authority has long supported the City and its redevelopment efforts on Water Street. The Brownfield Authority awarded a $240,000 LBRF grant in 2016 to conduct PCB remediation along the Border to Border trail segment within Water Street along the Huron River (this was the Authority's very first LBRF funding award). Additionally, under Joe Meyers, the former Community Development Director and City of Ypsilanti representative on the Authority, requested, and was awarded, $125,000 in LBRF grant funding to conduct targeted PCB removal in the middle of the site. At the time, the Authority recognized there was un-reimbursed TIR in the project account and so requested that the City seek reimbursement of $150,000 from the Brownfield TIF account to further supplement the needed remediation identified at that time. However, this remediation was not completed.

   The City has been incurring costs related to Water Street for years, and most recently has hired Carlisle/Wortman Associates to assist directly with a new strategic approach for seeking developers for Water Street. They anticipate requesting reimbursement from the Authority's Water Street account to assist with previous and these ongoing costs. In order to do so, a Reimbursement Agreement is required between the Authority and City.

The attached Reimbursement Agreement is our usual template, with modifications acknowledging that the City is not a "developer" in the usual sense. Rather, the City is the controlling entity seeking to find development partners/investors that will be incurring costs related to Eligible Activities associated with redevelopment of the site. Nonetheless, the City has and will incur its own costs related to brownfield planning and coordination that are Eligible Activities in the Brownfield Plan, and for which it may choose to seek reimbursement.

The Reimbursement Agreement was approved by Ypsilanti City Council and City Attorney John Barr in July. The Agreement as presented was also approved by Corporation Counsel in early November.

Staff looks forward to discussing this further at the meeting.

2. 599 S. Mansfield Phase I ESA, Environmental Assessment Grant Application, City of Ypsilanti – Action

Please find attached an application from the City of Ypsilanti to conduct a Phase I ESA on a site in the City's industrial park, which is proposed to be the new DPS facility location. The City is planning to purchase the site. The Board may recall that the City was granted $4,950 at the July 10th Board meeting to conduct a Phase I and hazardous materials survey of the City's existing DPS location at 14 W. Forest. After these investigations and other inspections of the current facilities, it was concluded that the City needed to relocate its DPS operations.

Staff is supportive of assisting the City in doing necessary due diligence on the prospective DPS site.

3. November 2023 Financial Report – Action

Please see the updated report, with no action required.

Other Information:

303 N. Fifth/312 Detroit Street Brownfield Plan Amendment: The Amendment was approved by the County Board of Commissioners on November 15th.

Main Street Park Alliance and 2 West Michigan RLF Funding opportunities: Staff met with the Director of the DCC, John D'Adonna, recently and asked if EPA RLF funding may be possible for these two projects. The Chelsea project was previously supported by the DCC and given the lack of adequate current LBRF funding until 2025, backfilling the $200,000 needed would allow the project to proceed with greater certainty and without delay. Further, given the change in EGLE funding for 2 West Michigan, which no longer would fund the asbestos and lead abatement as part of the rehabilitation of the historic building (but would guarantee the vapor mitigation system without delay), RLF funding may be able to step in. Mr. D'Adonna will talk to DCC leadership and report back. In the meantime, he's encouraged me to submit RLF applications for both. The DCC holiday party is in Southgate on Wed. Dec. 13th, at 9:30 a.m. if any Board members are interested in joining staff in attending.

Broadway Park Ann Arbor: Staff is still waiting on submittal of a Brownfield Plan Amendment for this project. In the meantime, staff submitted the quarterly report and reimbursement request to EGLE for the $499,000 in Eligible EGLE Grant activities, which were provided in the October Board packet for your review.

220 N. Park: The project has broken ground, and site excavation has begun.

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY REIMBURSEMENT AGREEMENT

This Agreement (the "Agreement") dated the ____ day of July, 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, P.O. Box 8645, Ann Arbor, Michigan 48107-8645 and the City of Ypsilanti (the "City"), a municipal corporation, whose address is 1 S. Huron, Ypsilanti, MI 48197.

RECITALS

A. Pursuant to Act 381, as amended, the Authority has prepared a Brownfield Plan for the Water Street Redevelopment Area, described below, that was duly approved by the Washtenaw County Board of Commissioners on February 18, 2015, with concurrence from the City of Ypsilanti:

    a. Located at 1-216 E. Michigan Avenue, in the City of Ypsilanti, Washtenaw County, Michigan

    b. Tax Identification Numbers 11-11-09-170-030 and 11-11-09-170-031 the Eligible Property (the "Property")

    c. Legal Descriptions provided in Exhibit B

B. The City is pursuing redevelopment of the Property as follows:

    a. Seeking appropriate partners and/or developers to purchase the Property, or portions thereof, for redevelopment into residential, commercial, recreational, and other uses. The redevelopment will include new roads, utilities, streetscapes, buildings, and other features, (the "Improvements").

    b. This will occur through the City and other future entities incurring costs. The Approved Brownfield Plan includes up to $18,405,820 in reimbursable Eligible Activities, not including Administrative Fees, and LBRF capture.

    c. The City desires to seek reimbursement of certain Eligible Activities that were, and will be, conducted on the Property, and also allow for TIR to be available to reimburse future development partners for Eligible Costs to induce and support redevelopment of the Property.

    d. The Improvements are expected to result in a total private investment of between $50 and $100 million, and will increase the tax base within the County, and otherwise enhance the economic vitality and quality of life within Washtenaw County.

C. The City has conducted and will conduct Eligible Activities and eligible costs pursuant to the approved Brownfield Plan, Act 381, and according to the terms of this Agreement.

D. Act 381 permits the capture and use of the real and personal property tax revenues generated from the increase in value of the Eligible Property to pay or reimburse the costs of Eligible Activities.

E. Act 381 permits the use of Tax Increment Revenue (TIR) to support the payment of interest on unreimbursed Eligible Costs.

F. The Authority intends to fund the Local Brownfield Revolving Fund (LBRF) after the City Reimbursement period.

G. The Authority has incurred and will incur Administrative Costs for its operations and the preparation, approval, and administration of the Brownfield Plan, for which it intends to seek reimbursement from TIR captured to fund the Administrative Costs.

H. In accordance with Act 381, the approved Brownfield Plan, and this Agreement, the parties desire to use TIR generated from an increase in the taxable value of the Property resulting from its Improvements to reimburse the City for actual expenses incurred for approved Eligible Activities, the Authority for its Administrative Costs, and to fund the LBRF.

I. The parties are entering into this Agreement to establish the terms, conditions and procedures for reimbursement to the City for certain Eligible Activities from TIR.

TERMS AND CONDITIONS

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

1. Definitions All terms included in this agreement are defined through Exhibit A "Definitions"

2. The Brownfield Plan – The Brownfield Plan, which may be amended from time to time, shall be the Plan in effect at the time that Eligible Activities are conducted and Eligible Costs are incurred. To the extent provisions of the Brownfield Plan conflict with this Agreement, the terms and conditions of this Agreement control. To the extent provisions of the Brownfield Plan or this Agreement conflict with Act 381, Act 381 shall control.

3. Term of Agreement – In accordance with the Brownfield Plan, the Authority shall capture, and have captured, the Tax Increment Revenues (TIR) generated by the Improvements on the Property to reimburse for Eligible Costs until the earlier of (i) the date that all the Eligible Costs are fully reimbursed under this Agreement; or (ii) at the end of the 30th tax year, whichever comes first, or as may subsequently be extended by a Brownfield Plan amendment and amendment to this agreement, after the date the Authority begins to capture Tax Increment Revenues under the Brownfield Plan, which began in 2016. If this Agreement ends before the reimbursement of all Eligible Costs, the last payment by the Authority shall be whatever TIR remains from the summer

and winter taxes distributed during the final year of the Agreement, after full reimbursement for the State Brownfield Fund, Authority Administrative Expenses, and the LBRF.

4. Eligible Activities – The Eligible Activities shall be as listed in Table 1, Brownfield Eligible Activities, and as described in the Brownfield Plan, and approved Act 381 Work Plan.

5. City Reimbursable Eligible Costs – The total of costs eligible for reimbursement, the Total Eligible Costs, and the estimated costs for each type of eligible activity, shall be as listed and described in Attachment D, Table 1, Eligible Activities, in the Brownfield Plan. The Total City Reimbursable Eligible Costs shall be limited to the maximum total of Pre-Approved Department Specific Activities, including BEA Environmental Assessment Activities, and Due Care Planning and Activities, of $4,086,465. The Total City Reimbursable Eligible Costs may be increased, by amending this Agreement if agreed to by both parties, if and when an Act 381 Work Plan(s) is approved permitting the capture of, and reimbursement with, State School Taxes, for other activities in Table 1, Eligible Activities in the approved Brownfield Plan. The actual cost for one or more types of activity may differ from that described in the Brownfield Plan, as long as the grand total City Reimbursable Eligible Costs are not exceeded. However, the total Reimbursable Eligible Costs individually within each of the Environmental and Non-Environmental categories shall also not be exceeded.

6. Reimbursement Source – During the term of this Agreement, the Authority shall capture, as provided in the Brownfield Plan and allowed by Act 381, those TIR, which are levied from both Local Taxes and Taxes for School Operating Purposes on the Property, and any new personal property. The Authority will use those TIR to reimburse City Reimbursable Eligible Costs in accordance with the Brownfield Plan and this Agreement. Local TIR alone shall not be used to reimburse any Eligible Costs unless expressly allowed by the Brownfield Plan.

7. Allocation of Captured Taxes – Captured taxes will be allocated in the following order of priority during each year of the Brownfield Plan:

    a. Fifty percent (50%) of the taxes levied under the State Education Tax Act in each of the first 25 years of the Brownfield Plan, or as otherwise required by statute, will be paid to the State of Michigan for allocation to the state brownfield redevelopment fund;

    b. Local Taxes and State School Operating captured taxes in an amount of 10% of total annual captured TIR during and after reimbursement of City Reimbursable Eligible Costs, as identified in the Brownfield Plan, and will be allocated for reimbursement of Authority Administrative fees, from local taxes only;

    c. The balance of Local Taxes and School Operating captured taxes will be allocated for the reimbursement of actual costs of Eligible Activities incurred by the City;

    d. The Authority will then capture, after the City, and any other entities that conduct Eligible Activities, for which any separate Reimbursement Agreement(s) have been executed and that provide for reimbursement using TIR, have been fully reimbursed all eligible costs, the remaining TIR for deposit in the LBRF, up to $2,181,351 maximum. Should the capture limit in Section 3 be reached prior to full reimbursement to the City and other entities, they shall be reimbursed in the final year of capture only after sufficient TIR is deposited in the LBRF to reach the maximum $2,181,351.

8. Eligible Costs Reimbursement – For those Eligible Costs for which City seeks reimbursement from the Authority, the City shall incur the Eligible Costs and submit documentation to the Authority according to the instructions and guidelines provided in Exhibit E. The parties agree that City shall only seek reimbursement for its actual costs for performing and/or completing Eligible Activities, in accordance with the Brownfield Plan.

9. Interest – Interest will not be paid on this Agreement.

10. Payments – Payments to City shall be made as follows:

    a. Within 90 days of its receipt of the documentation described in paragraph 8 above, the Authority, in its sole discretion, shall either approve Eligible Costs for payment or request additional information. If the Authority determines all or a portion of the requested payment is for Approved Eligible Costs, it shall process that the portion of the payment request as provided in subparagraph (b) below. If the Authority determines that insufficient information has been provided, disputes any portion of any payment request or disputes the eligibility of any costs of any payment request, it shall notify City in writing of its determination and the reasons for its determination. City shall have 28 days to address the reasons given by the Authority and shall have an opportunity to meet with the Authority's representatives or, if the Authority Board consents, to formally meet with the Authority and be placed on a meeting agenda to discuss and resolve any remaining dispute. In doing so, City shall provide the Authority a written response to the Authority's decision and the reasons given by the Authority. If the parties do not resolve the dispute in such a manner, it shall be resolved as provided in Paragraph 11 below.

    b. Once the Authority determines that Eligible Costs are Approved Eligible Costs, it shall pay to City the amounts for which submissions have been made pursuant to paragraph 7 of this Agreement within 60 days after the Authority receives TIR from which the Approved Eligible Costs may be wholly or partially paid. The Authority shall only be obligated to reimburse City to the extent TIR is available to reimburse such costs.

    c. The repayment obligation under this Agreement shall expire at the earliest of the following: i) payment by the Authority to City of all amounts due City under this Agreement; ii) expiration of the reimbursement period as defined in the Brownfield Plan; or iii) expiration of the reimbursement period as defined in Act 381; or iv) 30 years from first year of capture, whichever comes first.

    d. The amount to be reimbursed under this Agreement shall not exceed the following:

i. The maximum amount of City Reimbursable Eligible Costs, pursuant to Terms and Conditions, Section 5, of this Agreement, and in the approved Brownfield Plan and as further determined by any approved Act 381 Work Plan;

e. If the property owner has filed an appeal of property assessment and/or the outcome of such an appeal is still pending, the Authority, at its sole discretion, may withhold reimbursement of City Reimbursable Eligible Costs, until such appeal is resolved. The purpose of any delay is to prevent overpayment and the need to "claw-back" funds reimbursed due to lowered Taxable Values.

11. Dispute As to Eligible Costs – If there is a dispute over whether a cost submitted by City is an Eligible Cost the dispute shall be resolved by an independent knowledgeable professional chosen by mutual agreement of the parties. If the parties are unable to agree upon a knowledgeable professional, then the County and Authority shall together choose an independent knowledgeable professional and City shall choose an independent knowledgeable professional to review the Authority's decision. If the two knowledgeable professionals so selected agree that costs submitted are eligible, the City shall be reimbursed those costs in accordance with this Agreement. If the two professionals so selected cannot agree that costs submitted are eligible, the two selected professionals shall appoint a third knowledgeable professional who shall make a final determination and City shall then be reimbursed those costs in accordance with this Agreement to the extent determined by the third knowledgeable professional. All fees and costs incurred by any party with respect to this paragraph, shall be the sole responsibility of the City. Failure of the City to pay any obligation incurred with respect to this paragraph shall constitute a default of this Agreement pursuant to paragraph 12.

12. Default –Upon the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party, and the defaulting party shall have 30 days to cure the default. If the default is not cured within this time period, then the non-defaulting party shall have the right to terminate this Agreement, or, at the election of such non-defaulting party, may obtain any form of relief permitted under this Agreement, and any applicable laws and court rules of the State of Michigan, including the right to seek and obtain a decree of specific performance of a court of competent jurisdiction. If the Authority, in its sole discretion, determines that any cure proposed by the City may take more than 30 days to complete, the Authority may permit the City to complete the cure in a time and manner agreeable to the Authority. Any right or remedy provided by a specific provision of this Agreement shall be deemed cumulative to, and not conditioned on, any other remedies upon default.

13. Local Brownfield Revolving Fund – In accordance with Act 381 and the Brownfield Plan, the Authority will fund the LBRF using a portion of the TIR captured by the Authority after the period of reimbursement of City Reimbursable Eligible Costs and any other entities' Eligible Costs and accrued interest, subject to the stipulations in Section 7, d.

14. Authority Monitoring -- The Authority may monitor the Project for the purpose of verifying that the activities, invoices and accounting of the City are accurate, reasonable and constitute Eligible

Activities under this Agreement. The City shall provide any authorized representative of the Authority access to or copies of permits, data, reports, testing, or sampling results, invoices or other such documents reasonably necessary for monitoring. The Authority, EGLE or MSF shall also be given access to the property upon reasonable request in order to review any Eligible Activities or perform any other obligations under this Agreement. Except in the case of an emergency or exigent circumstance, the Authority shall give the City at least 24 hours notice of requests under this paragraph. Except for the right to monitor the City's compliance with this Agreement, nothing in this Agreement shall be interpreted to give the Authority any right to exercise control over the performance of Eligible Activities or other actions by the City.

15. Adjustments – If, due to an appeal of any tax assessment, reassessment of any portion of the Property, abatement of any taxes, or for any other reason, the Authority is required to reimburse any TIR to any tax levying unit, then: i) the City shall pay the Authority the full amount required to reimburse such TIR, including interest and penalties, within 30 days of receiving any invoice from the Authority; or ii) the Authority may deduct the amount of any such reimbursement, including interest and penalties, from all subsequent payments due to the City until such TIR, including interest and penalties, is fully recovered. If all amounts due the City under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the City, the Authority shall invoice the City for the amount of such reimbursement and the City shall pay the Authority such invoiced amount within thirty (30) days of the City's receipt of the invoice. Amounts invoiced and paid to the Authority by the City pursuant to this paragraph shall not reduce Eligible Costs for which the City shall have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement.

16. Insurance – The City shall purchase and maintain insurance coverages as indicated at limits not less than those set forth below, only during the completion of Eligible Activities. The City shall also require each and every contractor(s) and/or subcontractor(s) engaged by the City to perform services pursuant to this agreement to purchase and maintain insurance coverages at the limits set forth below. City and its contractor(s) and/or subcontractor(s) shall name Washtenaw County and Washtenaw County Brownfield Redevelopment Authority as an additional insureds under all coverages listed below except Worker's Compensation. The City 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. Environmental Impairment Liability Insurance shall be provided by City, 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 cleanup costs and defense, with limits of liability of not less than $1,000,000 per occurrence.

e. All insurance coverages described above shall remain in effect at all times until completion of all eligible activities. The City 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.

17. Indemnification – The City 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 City or its employees, agents, consultants, contractors or subcontractors related to the Project or its performance under this Agreement. This indemnification includes any damages, costs, and expenses in excess of those covered by any insurance of the City. The City 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 City 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.

18. Freedom of Information Act – City understands that all communications, information, and/or documentation submitted by City 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, Petitions for Reimbursement and supporting documentation.

19. 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.

20. Assignment – The interest of any party under this Agreement shall not be assignable without the other parties' written consent, which shall not be unreasonable withheld, except for an assignment by the City for the purposes of securing financing for the Project, which shall require notice but not the prior consent of the other parties.

21. 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.

22. 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.

23. Headings – Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

24. Governing Law – This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

25. Compliance with Applicable Law – City agrees to comply all applicable federal, state, and local laws, statutes, rules, regulations, ordinances, and other legal obligations of a similar effect.

26. 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.

27. 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.

28. 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.

29. The Authority's reimbursement obligations under this Agreement are contingent on the requirement that there shall be no action, suit, proceeding or investigation pending before any court, public board or body to which the Developer, the County, the City, or the Authority is a party, or threatened against the Developer, the County, City, or the Authority contesting the validity or binding effect of this Agreement or the validity of the Plan or which could result in an adverse decision which would have one or more of the following effects:

    a. A material adverse effect upon the ability of the Authority to collect and use Tax Increments to pay the obligations;

    b. A material adverse effect upon the ability of the City to conduct Eligible Activities;

c. Any other material adverse effect on the City's or the Authority's ability to comply with the obligations and terms of this Agreement, or the Brownfield or Work Plan.

30. Annual Reporting – The City shall report annually, by June 1, the following information to the Authority for the previous calendar year, as applicable:

    a. Number of residential units constructed or rehabilitated;

    b. Square feet of new or rehabilitated residential, retail, commercial, or industrial space

    c. Number of new jobs created;

    d. For projects actively capturing TIR, amount of actual capital investment;

    e. Any additional information deemed necessary by the Authority.

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

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

BY:_____________________________________
Allison Krueger, Chair

Date:__________________________________

Attested to:

By:_____________________________________
Lawrence Kestenbaum, County Clerk/Register

Date:__________________________________

Approved As to Form:

By:_____________________________________
Michelle Billard, Corporation Counsel

CITY OF YPSILANTI

BY:______________________________________

PRINT NAME:______________________________

ITS:______________________________________

Date:____________________________________

Exhibits

Exhibit A – Definitions
Exhibit B – Legal Description
Exhibit C – Brownfield Plan
Exhibit D – Approved Act 381 Work Plan(s)
Exhibit E – Eligible Costs Reimbursement Procedures

EXHIBIT A – Definitions

a. “Administrative Costs,” as defined in Section 13b, Sub-Section 7 (a) (*I, ii, and iii*).

b. “Baseline Environmental Assessment ” is defined by Section 2(b) of Act 381;

c. “Brownfield Plan” is defined by Section 2(e) of Act 381 and is incorporated by reference in Exhibit C;

d. “Approved Eligible Costs” – Those Eligible Costs which have been submitted, reviewed, and approved by the Authority.

e. "Department specific activities" are defined by Section 2 (l) of Act 381

f. “Due Care Activities” are defined by Section 2 (m) of Act 381;

g. “Eligible Activities” are defined by Section 2(o) of Act 381;

h. “Eligible Costs” are those being submitted to the Authority for Certification.

i. “Eligible Property” is defined by Section 2(p) of Act 381;

j. "Event of Default" means the failure of performance or breach by a party to carry out any of its obligations or comply with any of its warranties, representations, or conditions under this Agreement or, with respect to a party, if any representation, omission, or warranty of such party was false when made.

k. “Local Brownfield Revolving Fund”, “LBRF” pursuant to Section 8 of Act 381.

l. “Local Taxes” are defined by Section 2(ff) of Act 381;

m. “Tax Increment Revenues” (TIR) are defined by Section 2(ss) of Act 381;

n. “Taxes Levied for School Operating Purposes” is defined by Section 2(uu) of Act 381;

o. “Work Plan” is defined by Section 2(zz) of Act 381.

EXHIBIT B – Legal Descriptions

11-11-09-170-031

OWNER REQUEST YPC 1-1B "WATER STREET REDEVELOPMENT AREA" COM AT E 1/4 COR SEC 9, TH N 02-19-30 W 554.44 FT, TH S 88-46-40 W 111.18 FT, TH N 88-02-00 W 382.04 FT, TH N 87-57-00 W 597.06 FT, TH N 88-04-00 W 33.00 FT, TH S 02-11-58 W 209.50 FT TO A POB, TH CONT S 02-11-58 W 154.70 FT, TH S 02-39-49 W 299.48 FT, TH S 88-01-57 E 78.99 FT, TH S 01-58-03 W 132.00 FT, TH S 88-01-57 E 118.25 FT, TH S 02-17-49 W 107.43 FT, TH S 87-56-41 E 134.33 FT, TH S 02-18-05 W 288.36 FT, TH N 88-01-57 W 2.00 FT TO PT " A ", TH CONT N 88-01-57 W 29.36 FT TO WATER'S EDGE, TH W'LY & N'LY ALNG WATERS EDGE TO S'LY R/W MICHIGAN AVE, TH S 87-53-00 E 9.27 FT TO PT " B " WHICH LIES N 38-47-58 W 309.10 FT, TH N 89-24-13 W 40.73 FT, TH N 58-14-11 W 87.43 FT, TH S 62-35-56 W 353.18 FT, TH S 80-42-51 W 267.16 FT, TH S 65-50-07 W 234.27 FT, TH N 79-19-43 W 219.06 FT, TH N 54-19-29 W 106.32 FT, TH N 54-12-59 W 171.50 FT, TH N 47-45-59 W 148.90 FT, TH N 32-55-29 W 89.12 FT, TH N 33-40-02 W 116.79 FT, TH N 12-47-38 W 51.82 FT, TH N 12-07-20 W 169.77 FT, TH N 02-07-22 W 105.96 FT, TH N 08-15-47 E 50.28 FT, TH N 05-36-02 E 200.01 FT, AND TH N 15-54-30 E 179.31 FT FROM PT " A ", TH S 87-53-00 E 844.06 FT, TH S 88-04-00 E 382.21 FT, TH S 01-56-00 W 160.00 FT, TH S 88-04-00 E 230.00 FT TO THE POB, ALSO ALL LAND BETWEEN TRAVERSE LINE AND WATER'S EDGE. PT OF NE 1/4 SEC 9, T3S-R7E. 37.15 ACRES

SPLIT ON 06/05/2014 FROM 11-11-09-170-029;

11-11-09-170-030

OWNER REQUEST YPC 1-1A BEG AT NE COR LOT 8, GILBERTS PARK ADDN, TH S 02-11-58 W 160.00 FT, TH N 88-04-00 W 230.00 FT, TH N 01-56-00 E 160.00 FT, TH S 88-04-00 E 230.74 FT TO THE POB. PT OF LOTS 5 THROUGH 12 AND VACATED ALLEY, GILBERTS PARK ADDITION.

SPLIT ON 06/05/2014 FROM 11-11-09-170-029;

EXHIBIT C – Brownfield Plan

EXHIBIT D – Approved Act 381 Work Plan(s)

EXHIBIT E – Eligible Costs Reimbursement Procedures

Reimbursement of Eligible Costs Certification

a. For those Eligible Costs for which City seeks reimbursement from the Authority, City shall submit to the Authority any of the following as may be required by Authority representatives:

   i. A written statement detailing the costs.

   ii. A written explanation as to why reimbursement is appropriate under the Brownfield Plan and this Agreement.

   iii. Copies of invoices from the consultants, contractors, subcontractors, engineers, attorneys or others who provided such services. To verify quantities for unit price billings such invoices shall include sufficient backup information, including but not limited to, labor hours per person per billing period for professional services, detailed invoices from subcontractors and subconsultants, manifests and/or weigh tickets for disposed materials, and days used and rates for equipment and materials charges.

   iv. Copies of waivers of liens by the contractors, subcontractors, and materials suppliers, or cancelled checks demonstrating payment.

   v. If not already submitted, copies of the contract with the contractor or supplier providing the services or supplies, for which reimbursement is sought.

   vi. A statement from the engineer and project manager overseeing the work recommending payment.

   vii. Any other information which may be required by state authorities or reasonably required by the Authority.

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: Sky Holdings Group LLC Contact: Joseph A. Siciliano

Property Address: 599 S. Mansfield Avenue Phone No.: 248-442-0510

Property Tax ID #: 11-11-37-230-012

Applicant Information

Applicant Name: City of Ypsilanti Phone No.: 734-891-1301

Address: 1 S. Huron Street

Developer (Entity) Name (if different than applicant): ______

Project Information

Project Name: City of Ypsilanti Proposed DPW Yard

Project Description: Phase I ESA

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

<u>Property Information</u>

Previous Owners: LaBelle Investment Partners; Morse Moving & Storage Real Estate; Yukon Properties Ypsilanti, LLC; Cad Tavern Inc.

Historic Property Uses: Undeveloped/agricultural; commercial/light industrial

Property Acreage: 4.15 acres

Zoning: Production, Manufacturing Distribution (PMD) Surrounding Land Use: Commercial/light industrial

Proposed Environmental Activities:

	Estimated Cost
☒ Phase I	$3,000
☐ Phase II	
☐ BEA Report	
☐ Due Care Plan	
☐ Hazardous Material Survey	
TOTAL	$3,000

Please attach a price quote from a qualified environmental firm.

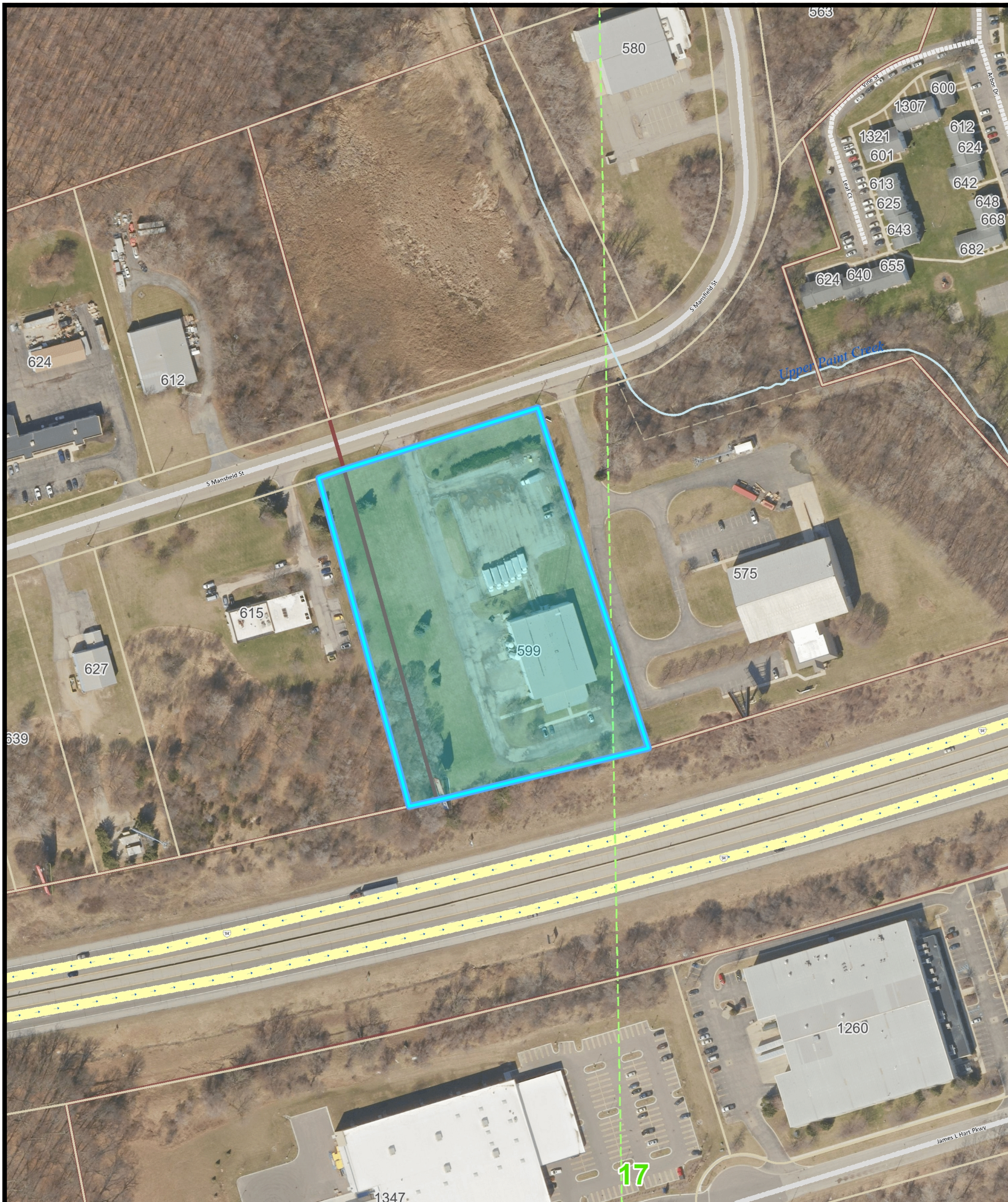
Please describe Previous Environmental Assessments Completed: Unknown.

Please describe environmental conditions: Environmental conditions are currently unknown. However, the property appears to have been undeveloped from at least 1940 until 1988, when the existing site buildings were constructed.

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



Proposed DPW Yard

599 S Mansfield Avenue Ypsilanti

0 100.00 200.0 400.0 Feet

1: 2,400

11/27/2023

Washtenaw County Michigan 1826
Geographic Information System

NOTE: Parcels may not be to scale.

The information contained in this cadastral map is used to locate, identify and inventory parcels of land in Washtenaw County for appraisal and taxing purposes only and is not to be construed as a "survey description". The information is provided with the understanding that the conclusions drawn from such information are solely the responsibility of the user. Any assumption of legal status of this data is hereby disclaimed.

THIS MAP REPRESENTS PARCELS AT THE TIME OF PRINTING. THE OFFICIAL PARCEL TAX MAPS ARE MAINTAINED SOLELY BY THE WASHTENAW COUNTY EQUALIZATION DEPARTMENT AND CAN BE OBTAINED BY CONTACTING THAT OFFICE AT 734-222-6662.

22725 Orchard Lake Road
Farmington, Michigan 48336
T **248-615-1333**
www.aktpeerless.com

November 16, 2023

Ms. Katie Jones
City of Ypsilanti
1 S. Huron Street
Ypsilanti, Michigan 48197

Subject: Proposal to provide Environmental Consulting Services
Proposal No. PF-33733

Ms. Jones:

AKT Peerless is pleased to present the attached proposal to provide Environmental Consulting Services for the property located at 599 S. Mansfield Street in Ypsilanti, Washtenaw County, Michigan (the subject property).

AKT Peerless will implement work immediately and will provide its deliverables as described in the Schedule outlined in the attached proposal. AKT Peerless' estimated cost to complete the proposed scope of work is **$3,000**.

Any other unexpected or extraordinary concerns that become apparent during the assessment may require a revision in the scope of work and cost and could delay the project. AKT Peerless will notify you of any concerns or necessary changes in the proposed scope of work.

For your convenience, this proposal is presented in a form that can be accepted as an agreement. To accept this proposal, please sign the signature page and return a copy to me.

We look forward to working with you on this project. If you have any questions or require additional information, please contact Louis Stultz at 248-615-1333 or me at 248-910-0047 or by email at stultzl@aktpeerless.com or wasielewskis@aktpeerless.com.

Sincerely,

AKT PEERLESS

Scott Wasielewski
Senior Project Manager

Enclosure

PROPOSAL FOR ENVIRONMENTAL CONSULTING SERVICES

AKT Peerless Proposal No. PF-33733

Introduction

AKT Peerless is pleased to submit this proposal to prepare a Phase I Environmental Site Assessment (ESA) for the property located at 599 S. Mansfield Street in Ypsilanti, Washtenaw County, Michigan (the subject property).

AKT Peerless' Phase I ESA will be based on (1) the scope and limitations of ASTM International *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process / Designation E 1527-21* (ASTM Practice E 1527), which outlines good commercial and customary practice for conducting a Phase I ESA, and (2) United States Environmental Protection Agency (USEPA) Standards and Practices for All Appropriate Inquiries [AAI; 40 Code of Federal Regulations (CFR) Part 312]. AKT Peerless' proposed Phase I ESA is also intended to satisfy the good commercial and customary practices outlined in ASTM Standard Practice E 1527-13.

Certain users of the proposed Phase I ESA may be able to satisfy one of the environmental due diligence requirements to qualify for the bona fide prospective purchaser, contiguous landowner, or innocent landowner liability protections available under the Comprehensive Environmental Response, Compensation, and Liability Act (CERCLA) of 1980, the Superfund Amendments and Reauthorization Act (SARA) of 1986, and the Small Business Liability and Brownfields Revitalization Act (Brownfields Amendments) of 2002.

For the purpose of the proposed Phase I ESA, the Client will be the party that retains AKT Peerless to complete the Phase I ESA. AKT Peerless will not make an independent determination whether the Client is a *User* that satisfies the requirements to establish a Landowner Liability Protection (LLP) defense under CERCLA.

As described in ASTM Standard Practice E 1527, a *User* is the party seeking to use ASTM Standard Practice E 1527 to complete an environmental site assessment of the subject property. A *User* may include a potential purchaser of property, a potential tenant of property, an owner of property, a lender, or a property manager. The 2018 BUILD Act amended the CERCLA definition of "bona fide prospective purchaser" at §101(40) to include certain commercial tenants or lessees who acquire a leasehold interest in a property. Therefore, in certain cases, a person acquiring a leasehold interest in a commercial property may need to conduct a Phase I ESA for the purposes of AAI into the previous ownership and uses of the leased commercial property to qualify for an LLP. Furthermore, a *User* seeking to qualify for an LLP under CERCLA has specific obligations for the successful application of this practice, including the Client and User Requirements described below. AKT Peerless' scope of work does not include an evaluation or completion of those specific *User* obligations under ASTM Standard Practice E 1527, unless otherwise noted in this proposal.

The purpose of AKT Peerless' proposed Phase I ESA will be to provide an independent, professional opinion of the *recognized environmental conditions* (RECs)[1], *controlled recognized environmental conditions (CRECs)*[2], *and historical recognized environmental conditions* (HRECs)[3] in connection with the subject property, if any. AKT Peerless' Phase I ESA is designed to identify these conditions and the possible need for a more definitive study addressing specific areas of concern, if any. The proposed Phase I ESA will be intended to reduce, but not eliminate, uncertainty regarding the potential for RECs, CRECs, and HRECs in connection with the subject property.

The proposed Phase I ESA is not intended to satisfy the requirements a specific lender, United States Small Business Administration (SBA), United States Department of Housing and Urban Development (HUD), and/or Michigan State Housing Development Authority (MSHDA) funding programs. If the Client anticipates using any of these funding sources, then please contact AKT Peerless to provide a proposal to conduct a Phase I ESA that complies with the associated program requirements.

Client Requirements

AKT Peerless requests that the Client provide the following information to facilitate developing a history of the previous uses of the subject property and surrounding area, and to aid the identification of conditions of potential environmental concern in connection with the subject property:

- Environmental records or reports regarding potential or known environmental liabilities associated with the subject property.
- The precise geographic location of the subject property, either by address, legal description, land survey, site map, or assessor's parcel number (APN; i.e., parcel identification number, ward/item number, etc.), and its relation to neighboring sites and/or cross streets near the subject property.
- Completed "Client Environmental Questionnaire" and requested documents.
- User Obligations for LLP, if any, in accordance with ASTM Standard Practice E 1527 and AAI.

AKT Peerless' scope of services will not include conducting a search for land title records. However, AKT Peerless will comment on land title records if provided by the Client.

[1] ASTM Standard Practice E 1527-21 defines the term REC as (1) the presence of hazardous substances or petroleum products in, on, or at the subject property due to a release to the environment; (2) the likely presence of hazardous substances or petroleum products in, on, or at the subject property due to a release or likely release to the environment; or (3) the presence of hazardous substances or petroleum products in, on, or at the subject property under conditions that pose a material threat of a future release to the environment.

[2] ASTM Standard Practice E 1527-21 defines the term CREC as a REC affecting the subject property resulting from a past release of hazardous substances or petroleum products that has been addressed to the satisfaction of the applicable regulatory authority or authorities (for example, as evidenced by the issuance of a no further action letter or equivalent, or meeting risk-based criteria established by regulatory authority), with hazardous substances or petroleum products allowed to remain in place subject to the implementation of required controls (for example, property use restrictions, activity and use limitations or other property use limitations).

[3] ASTM Standard Practice E 1527-21 defines the term HREC as a previous release of hazardous substances or petroleum products affecting the subject property that has been addressed to the satisfaction of the applicable regulatory authority or authorities and meeting unrestricted use criteria established by the applicable regulatory authority or authorities without subjecting the subject property to any controls (for example, activity and use limitations or other property use limitations). A HREC is not a REC.

In addition, if underground storage tanks (USTs) are known to be present at the subject property, then AKT Peerless requests that the Client provide (or obtain from the current UST operator) copies of documentation (e.g., permits, registration records, insurance certificates, etc.) regarding the compliance status of on-site USTs relative to currently applicable engineering upgrade requirements for leak detection, corrosion protection, and overspill protection. If a UST system is present, the Client should also be prepared to disclose to AKT Peerless the financial assurance mechanism utilized by the owner/operator.

User Requirements

In order to qualify for one of the LLPs offered by the Brownfields Amendments, a *User* must conduct certain inquiries as described in 40 CFR 312. If the Client intends to use ASTM Standard Practice E 1527 to qualify for an LLP to CERCLA liability, then AAI requires that certain tasks be performed by – or on behalf of – that party. As appropriate, these inquiries must also be conducted by USEPA Brownfield Assessment and Characterization grantees. While such information is not required to be provided to the Environmental Professional, AKT Peerless requests that the Client provide such information as prompted in our Questionnaire and Interviews as such information can assist AKT Peerless in identifying environmental conditions.

Scope of Work

In accordance with ASTM Standard Practice E 1527, AKT Peerless' Phase I ESA will include the following tasks:

- A reconnaissance of the subject property, as well as observation of the adjoining properties as feasible from the subject property and public rights-of-way, to identify uses or activities that may pose an environmental concern to the subject property, including a review of: (1) general activities occurring at the subject property, (2) existing subject property conditions, and (3) the uses of adjoining properties.
- A review of current environmental database information compiled by a variety of regulatory agencies to evaluate potential environmental risks associated with the subject property, adjoining properties, and select nearby sites that are (1) identified on target lists, and (2) within varying distances of up to one mile from the subject property[4].
- A review of reasonably ascertainable regulatory agency file information associated with known or suspected sites of environmental concern maintained by regulatory agencies. Files will be reviewed for the subject property. Files for adjoining properties, and nearby sites that may present a concern to the subject property, will be reviewed, but additional fees may apply. If such records are not reviewed, AKT Peerless will provide written justification as to why a review was not completed.
- A review of reasonably ascertainable standard historical sources to develop a history of the previous uses of the subject property and surrounding area back to the obvious first developed uses, or 1940, whichever is earlier. Such sources may include aerial photographs, maps (e.g., topographic, fire insurance, plat, etc.), city directories/address indexes, previous environmental assessments, and municipal records, as appropriate.
- A review of reasonably ascertainable records pertaining to regulated waste generation, registered

[4] AKT Peerless will use search radii consistent with ASTM recommended approximate minimum search distances.

USTs, leaking underground storage tank (LUST) incidents, or other environmental events occurring on the subject property or nearby sites that AKT Peerless judges to have a potential to pose an environmental concern to the subject property.

- The consideration of adjoining property uses and activities.
- A review of readily available environmental information and reports maintained for the subject property.
- Interviews with persons, including regulatory agency representatives, who are familiar with past and present uses, activities, and/or environmental concerns at the subject property and adjoining properties.
- Review and summary of information provided by the Client related to Activity and Use Limitations (AULs), environmental liens, or institutional controls (if any). AKT Peerless will also summarize such information if obtained during environmental regulatory record reviews.
- An evaluation of information obtained from these resources to determine whether RECs, CRECs, and/or HRECs exist in connection with the subject property.

During the assessment, AKT Peerless will evaluate or consider: (1) the potential for contamination of soil, soil vapor, and/or groundwater at the subject property; (2) the possible presence of underground or aboveground storage tank systems at the subject property; (3) the possible presence of hazardous substances or petroleum products at the subject property; (4) the proximity of the subject property to known and/or suspected sites of environmental concern; and (5) the historical use of the subject property.

AKT Peerless will prepare a written report documenting the data and information gathered during the Phase I ESA. AKT Peerless' report will summarize the known environmental conditions associated with the subject property, if any. Unless advised otherwise by the Client, AKT Peerless will include recommendations for further investigation of the noted environmental concerns. Unless requested otherwise, AKT Peerless will provide an electronic copy of the final report. Hard copies of the report, if requested, will be provided at a rate of $75 per copy.

The conclusions and recommendations will reflect AKT Peerless' best professional judgment and will be based upon the conditions observed and information made available at the time of the assessment.

Schedule

AKT Peerless will implement work immediately and will provide its Phase I ESA within approximately four weeks of your authorization to proceed.

Fees

AKT Peerless proposes to provide the services described in this proposal for the total estimated cost described below:

Total Estimated Cost - Phase I ESA	**$3,000**

In January 2020, Michigan Department of Environment, Great Lakes, and Energy (EGLE) changed its Freedom of Information Act (FOIA) request policy. The revised policy includes an internal review of requested documents to evaluate the need for redactions (among other changes). This policy change has resulted in delays in access to file information and increased FOIA response fees. In some cases, such time and cost increases have rendered certain documentation <u>not</u> "reasonably ascertainable," as defined in ASTM Standard Practice E 1527. AKT Peerless will provide updates if such delays occur and whether additional fees are required.

Additional fees may be charged to adequately and appropriately evaluate potential environmental concerns associated with uses of (or events at) adjoining or nearby properties. AKT Peerless' proposal includes reviewing regulatory agency records for the subject property. However, AKT Peerless may charge an additional fee to review regulatory agency records for any adjoining or nearby sites we judge to be a potential environmental concern to the subject property. Furthermore, the additional costs for municipal fees related to FOIA responses may be passed on to the Client, if necessary. The overall time to complete the project may be delayed due to agency response times, among other factors. AKT Peerless will promptly apprise the Client of the relative cause for such additional fees and time but will not complete extra activities unless the Client authorizes AKT Peerless to do so.

AKT Peerless' cost estimate for its proposed scope of work includes one (1) hour of consulting time after the project is complete. Follow-up services provided by AKT Peerless, such as additional research, post-publication modifications to report(s), project meetings, etc., shall be billed based on AKT Peerless' standard professional service fee schedule for Phase I ESA modifications and/or project support outside of the scope of work.

Limitations

In January 2020, EGLE changed its FOIA request policy. The revised policy includes an internal review of requested documents to evaluate the need for redactions (among other changes). This policy change has resulted in delays in access to file information and increased FOIA response fees. In some cases, such time and cost increases have rendered certain documentation <u>not</u> "reasonably ascertainable," as defined in ASTM Standard Practice E 1527. AKT Peerless will provide updates if such delays occur and whether additional fees are required.

AKT Peerless will make reasonable efforts to determine whether USTs or related equipment (collectively referred to as UST systems) are or have been present at the subject property. AKT Peerless defines reasonable efforts as obtaining and evaluating information from visual observations of unobstructed areas and from the historical resources described in this proposal. AKT Peerless recognizes, and urges users of the proposed assessment to acknowledge, that the accuracy of our conclusions relative to the on-site presence or use of UST systems directly corresponds to the presence of obstructions (e.g., snow, densely growing vegetation, standing water, pavement, equipment, structures, storage, debris, etc.) at the time of the reconnaissance, or to our receipt and evaluation of incorrect or incomplete information.

AKT Peerless cannot warrant or guarantee that the information gathered from third parties during the proposed Phase I ESA is exhaustive, or that the information obtained from sources is complete or accurate.

Unless specifically noted otherwise, invasive investigation of any kind will not be performed during the Phase I ESA, nor will observation under floors, above ceilings, behind walls, within the surface and subsurface soil, within groundwater, within confined spaces, roof tops, or inaccessible areas be performed.

In addition, unless specifically noted in the proposed scope of work, AKT Peerless will not evaluate any potential environmental conditions (i.e., further areas of possible business/environmental concern and/or liability) that are outside the scope of ASTM Standard Practice E 1527. Examples of such non-ASTM Standard Practice E 1527 potential environmental conditions that are beyond the scope of this Phase I ESA include: asbestos containing materials (ACM), biological agents, cultural and historic resources, ecological resources, endangered species, health and safety, indoor air quality, industrial hygiene, lead-based paints (LBPs), lead in drinking water, moisture intrusion/suspect mold or microbial growth, noise pollution, naturally-occurring radon, regulatory compliance/non-compliance, substances not defined as CERCLA hazardous substances, and/or wetlands. If the Client requires these services, please contact AKT Peerless for a proposal to conduct the respective tasks under a separate scope of work.

This proposal and the associated cost estimate are valid for 30 days. After 30 days have elapsed, AKT Peerless reserves the right to alter the scope of work and estimated cost. Any unexpected or extraordinary concerns that become apparent during the assessment may require a revision in the scope of work and cost and could delay the project. AKT Peerless will notify you of any concerns or necessary changes in the proposed scope of work. Changes in the scope of work and the estimated price would be dependent on potential changes in the amount of available site information, regulatory requirements, seasons, economic conditions, etc. If necessary, AKT Peerless will provide an altered scope of work and the associated price estimate for approval prior to initiating project activities.

This proposal, including: descriptive material, pricing, discussion of proposed methods to be used or implemented by AKT Peerless, and related information set forth herein are confidential; these items constitute trade secrets of and are proprietary to AKT Peerless. AKT Peerless is submitting this information for informational purposes only, based on the express understanding that it will be held in strict confidence; will not be disclosed, duplicated, or used, in whole or in part, for any purpose other than the evaluation of this information; and will not, in any event, be disclosed to third parties, without prior written consent of AKT Peerless.

Terms and Conditions

By signing this proposal, the Client agrees to the terms and conditions presented as Appendix A. Unless otherwise noted, AKT Peerless will prepare and render invoices for work performed to date on a monthly basis. For electronic payment, the following table provides AKT Peerless' bank routing information:

ACH Transactions	Domestic Fund Wires	International Fund Wires
AKT Peerless Environmental Services Account No. 01388362854 ABA No. 072403473	Huntington National Bank 7 Easton Oval – EA2W47 Columbus, Ohio 43219 Account No. 01388362854 ABA No. 044000024	Huntington National Bank 7 Easton Oval – EA2W47 Columbus, Ohio 43219 Account No. 01388362854 SWIFT CODE: HUNTUS33

AKT Peerless is prepared to initiate this project immediately upon receipt your written authorization to proceed. For your convenience, this proposal is presented in a form that can be accepted as an agreement. To accept this proposal, please endorse the signature page and return a copy to the undersigned.

AKT PEERLESS
ENVIRONMENTAL SERVICES

PROPOSAL ACCEPTANCE FOR

Environmental Consulting Services
599 S. Mansfield Street, Ypsilanti, Michigan

This proposal submitted by:

Scott Wasielewski
Senior Project Manager

Proposal submitted on: November 16, 2023

Please authorize the proposal by executing below:

Proposal amount: **$3,000**

Client contact:
Ms. Katie Jones
City of Ypsilanti
1 S. Huron Street
Ypsilanti, Michigan 48197

AKT Peerless Proposal No. PF-33733

Acceptance: ____________________ (Signature)

City of Ypsilanti

Print Name: ____________________

Title ____________________

Date ____________________

TO EXPEDITE COMPLETION OF THIS PROJECT, PROVIDE THE FOLLOWING:

PROPERTY OWNER NAME: PROPERTY OWNER CONTACT INFORMATION:

KEY SITE CONTACT NAME: KEY SITE CONTACT INFORMATION:

LENDER NAME: LENDER CONTACT INFORMATION:

Appendix A

Terms and Conditions

AKTPEERLESS

AKT PEERLESS
TERMS AND CONDITIONS

The following Terms and Conditions govern the services (referred to herein as "work" or "services") to be performed by AKT Peerless ("**we**", "**us**", "**our**", "**AKT Peerless**" or **"Consultant**") for you ("**you**", "**your**" or "**Client**"). By accepting the proposal or authorizing all, or any portion, of the work to be performed by Consultant, Client shall be deemed to accept these terms and conditions, as if set forth in full, in the proposal to which these terms and conditions apply (when accepted, the proposal and these Terms and Conditions constitute the "Agreement" (hereinafter, this "**Agreement**").

1. **Performance**: Consultant will provide advice, consultation and other environmental services to Client in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession currently practicing under similar conditions and in the same locality. Consultant shall use commercially reasonable best efforts to comply with all federal, state, and local statutes, codes, laws and administrative regulations relating specifically to the services to be performed by Consultant, including, but not limited those related to environmental, fire, safety and health matters. Finally, it is Consultant's obligation to have marked by appropriate utility companies the location of all underground utilities or improvements.

AKT Peerless prides itself in rapid responses to client inquiries. Therefore, we make extensive use of e-mail and facsimile machines to communicate with our clients. We will communicate with you via the e-mail address and/or facsimile number on file for you. In the case of facsimiles, please let us know if you would like us to call first before faxing. At present, AKT Peerless does not use any encryption programs for our outgoing e-mail. All written, telephone, facsimile or email communication between the Client and AKT Peerless shall not be considered unwanted commercial speech (e.g. "spam") unless written notification is provided.

2. **Client Cooperation**: Client shall use commercially reasonable best efforts to cooperate fully with Consultant in meeting Consultant's responsibilities herein. Such cooperation shall include but shall not be limited to providing: 1) access to the real estate, buildings or other property, 2) such surveys and other records concerning the subject matter of the project, and 3) all communications with regulatory agencies and other parties that may have an interest related to the project as may be in Client's possession or under its control. Client shall provide Consultant with a written description of all information required to enable Consultant to perform its services, including documents, data and other information concerning the presence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substances or conditions that Client knows or has reason to believe may be located at, on or under the property. Consultant shall not be liable for any incorrect advice, judgment, recommendation, finding, decision or conduct based upon any inaccurate or incomplete information supplied, or withheld, by Client, or errors or incorrect statements of governmental agencies or third parties relied on by Consultant. Client agrees to provide an on-site contact to identify utilities and improvements. Client acknowledges that, in the event any subsurface investigation is required, it is inevitable that some damage or destruction to the current property conditions shall occur. Repair of concrete and/or surface structures is not included as part of this proposal and Consultant shall have no liability to repair same, except as may be specifically set forth in the proposal.

3. **Payment**: The Client agrees to pay Consultant for all services and expenses, according to this agreement, through the termination or completion date, plus all interest, and expenses or costs incurred for early termination as set forth below and all costs of collections, including reasonable attorney fees. Any work requested hereunder, either in the proposal or subsequent change orders will be performed at the prices agreed to in the proposal and/or according to the provisions of the Consultant's standard rate schedule. If requested, prior to performing any services AKT Peerless may require a retainer ("Retainer"). AKT Peerless shall hold the Retainer and apply it to the final invoice from AKT Peerless to the Client (with any excess left over, immediately returned to the Client). Consultant reserves the right to amend the rate schedule in advance of any future work. Client understands that outside services contracted and paid for by Consultant which are included in the proposal will be billed to the Client at cost plus fifteen percent (15%). All invoices submitted to Client shall be payable within thirty

(30) days of issuance by Consultant. Any payment not received within that period will bear interest at the rate of one and one half percent (1.5%) per month thereafter. Client agrees that it shall pay Consultant at Consultant's then prevailing rate for all time spent on behalf of Client in preparation for any court, administrative, or other legal proceedings arising out of the services provided under this Agreement, whether or not Consultant is subpoenaed to appear at such proceeding by Client or any third party. In the event that payment is not received by Consultant on any invoice within thirty (30) days of the issuance of the invoice, Consultant may then, by written termination notice to Client, terminate this Agreement (and any other existing contracts between Client and Consultant) and apply any existing Retainer to outstanding invoices without incurring any liability to Client; such termination by Consultant shall be effective immediately upon Consultant's issuance of the termination notice. Any objection to any invoice must be made by the Client, in writing, within ten (10) business days after the invoice is issued by Consultant, or the objection shall be deemed waived.

4. **Termination**: In addition to any other rights of Consultant to terminate this Agreement, Consultant may terminate this agreement if, in its sole discretion, it believes that any request from Client may violate applicable professional standards, law, or regulations and the parties are unable to reach a satisfactory resolution of the issue. Additionally, this agreement may be terminated by either party upon thirty (30) days written notice, unless such termination shall irreparably harm either party. In the event that Client terminates this agreement prior to the completion of Consultant's work, Client agrees to pay Consultant for the work that has been performed through the date of termination and for efforts that are expended by Consultant to wrap up its work in a professional, businesslike manner (including, without limitation, costs and fees for demobilizing from a site, for proper handling and disposal of samples, for organization of files and reports and the like) and in addition, ~~Client shall pay Consultant an additional amount equaling ten percent (10%) of the agreed initial estimated price, as a reimbursement for loss of opportunity.~~ In no event shall any payment pursuant to this section 4 exceed the original agreement amount by ten percent (10%).

5. **Indemnification:** Client shall defend, indemnify, and hold harmless Consultant, its subcontractors, and their respective officers, directors, shareholders, members, attorneys, agents and employees from and against any and all liability, claims, demands, lawsuits, losses, damages, penalties, expenses and costs, including reasonable attorney fees ("**Damages**"), whether direct, indirect or consequential: that arise as a result of Client's negligence, gross negligence, or willful misconduct. All claims brought against Consultant, relating to the services provided by Consultant or otherwise, whether based upon contract, tort, statute or otherwise, must be brought within one (1) year from completion of the contracted services or they shall be forever barred. The Client acknowledges that Consultant has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant or otherwise dangerous substance or condition at the real estate as to which Client has requested Consultant's services.

Consultant agrees to defend, indemnify, and hold harmless Client, its subcontractors, and their respective officers, directors, shareholders, members, attorneys, agents and employees from and against any and all Damages, whether direct, indirect, or consequential arising out of, or in any way connected with Consultant's negligence, gross negligence or willful misconduct in the performance of services under this Agreement.

In addition to the other limitations contained in this section 5 and elsewhere in these Terms and Conditions, a party's obligation to the other hereunder shall be limited to the party's relative fault among all persons or entities that may have contributed to or caused the Damages at issue, as determined by a court of competent jurisdiction or as the allocation of fault may otherwise be agreed by the parties.

The Client understands that its incentive services involve incentive programs, not entitlement programs, and, as such, approval of any incentive benefit is not guaranteed. Strict compliance with the applicable incentive legislation is needed in order to even qualify for consideration by the applicable government agency. This compliance is the responsibility of the Client. Tax increment finance tables involve projected revenue that is highly dependent on post-development taxable values determined through the normal assessment process. The Client agrees to indemnify and hold harmless AKT Peerless from all claims, losses, expenses, fees including reasonable attorney fees, costs, and judgments that may be asserted against the Client arising out of this Agreement, or the

Client's application and/or qualification for incentive programs (provided, however, this indemnity shall not apply to claims arising out of the gross negligence of AKT Peerless or it employees or agents). The Client is strongly encouraged to seek legal advice, at the Client's own expense, on all legal matters or questions that may arise regarding these incentives and to have any documents prepared by AKT Peerless for submission to any federal, state or municipal government or agency reviewed by competent legal counsel before submission. The Client is strongly encouraged to seek accounting services, at the Client's own expense, on all tax matters or questions that may arise regarding these incentives and to consult with the Client's accountant prior to submission of any tax forms. In no event shall the liability of AKT Peerless under this Agreement for any claim whatsoever exceed amounts paid by Client to AKT Peerless for the particular task giving rise to such claim. Further, in the event AKT Peerless is successful in obtaining governmental incentives for Client, they require strict compliance after approval of same to obtain their benefits. Certain failures to comply on an ongoing basis can terminate or limit the availability of the full benefits received, require repayment or have negative tax consequences. AKT Peerless assumes no liability for post award actions of Client.

6. **Insurance and Limitations of Liability**: Consultant and its subcontractors shall procure and maintain at its own expense, during the term of this Agreement, the following insurance, with limits of liability at least as set forth below, and upon such terms and conditions as are customary in the industry:

(a) Comprehensive general liability insurance in the amount of $2,000,000 combined per occurrence and $2,000,000 combined per aggregate;

(b) Professional liability (errors and omissions) insurance in the amount of $2,000,000 combined per occurrence and $2,000,000 combined aggregate limit;

(c) Pollution liability insurance in the amount of $2,000,000 per occurrence and $2,000,000 aggregate;

(d) Automobile liability insurance in the amount of $2,000,000 combined single limit for bodily injury for property damage; and

(e) Workers' Compensation insurance complying with the laws of the state(s) in which Consultant's services are performed hereunder.

Notwithstanding anything contained herein to the contrary, Consultant's liability to Client for any claimed Damages arising out of or in any way related to this Agreement or the services provided by Consultant shall be limited to the amounts available under the above insurance policies. However, in no event shall the liability of AKT Peerless for any redevelopment incentive or tax credit service under this Agreement for any claim whatsoever exceed amounts paid by Client to AKT Peerless for the particular task giving rise to such claim. Consultant will not be responsible for any claims arising out of the negligence, gross negligence, or willful misconduct by Client or by any person or entity not under the direct control of Consultant. In no event shall Consultant have any liability for any claims (whether based upon contract or tort) for any loss of business opportunity, profits or any special, incidental, consequential or punitive damages. In the event Client perceives that it has suffered any Damages as a result of the services provided by Consultant or in any way arising out of or related to this Agreement, Client agrees to provide Consultant with reasonable notice of and an opportunity to cure the claimed Damages, prior to or within ten (10) days of discovery of same. Failure to so provide said notice and opportunity to cure shall act as an absolute bar to any recovery for any Damages. Unless an emergency otherwise dictates, Consultant shall have no more than thirty (30) days after receiving notice as provided herein to cure any defect for which Client provides notice hereunder, unless such cure requires additional time to implement or complete, in which case Consultant shall be provided a commercially reasonable amount of time to complete the cure. Failure by Consultant to cure any defect as provided herein shall in no event bar or preclude any defense to which Consultant may otherwise be entitled. Finally, Consultant shall have no liability or obligation to Client for Damages greater than the minimum requirements as set forth under the applicable state law and the most cost effective and reasonable remedy provided thereunder in consideration of all relevant facts.

~~Consultant shall not be liable to Client for failure to comply with the terms of Section 1 unless such non-compliance is due to the negligence, gross negligence, or intentional misconduct of Consultant.~~ Client acknowledges that Consultant has made no representations, express or implied, and ~~no warranty or~~ guarantee is included or intended in any report, opinion, or document regarding the results to be achieved upon completion of the services except as set forth herein. In the case of incentives work, Client understands that the decision to grant any incentives is wholly that of the applicable governmental agencies.

7. **Confidentiality**: Consultant shall retain as confidential all information, samples and data furnished to it by Client or collected by it during the course of the work performed under the Agreement or any amendment thereto. Such information shall not be disclosed to any third party except as directed by Client or as required by law, regulation or court order. Prior to making any disclosure required by law, regulation or court order, Consultant shall notify client of the obligation to make such disclosure and provide Client with a reasonable opportunity to lawfully challenge the need to make such disclosure. Any such challenge shall be performed at Client's sole cost and expense, including but not limited to any payments to Consultant for its time spent assisting in such challenge. Consultant shall retain all reports generated for a period of three (3) years after completion of any project. Client authorizes Consultant to destroy any file or retain portions thereof, in the discretion of Consultant after said time. Any samples obtained by a Consultant under this Agreement will be discarded within thirty (30) days after laboratory analyses unless another time period is mutually agreed to in writing.

8. **Final Product:** Client acknowledges that any environmental report is merely a "snapshot" of the subject property at the time the investigation was performed and any material change in the use or condition of the property shall directly terminate any further obligation of Consultant for the accuracy of the report. In no event shall this report be relied on for more than one-hundred eighty (180) days after the date of issuance. If at any time after the issuance of the final report, Client becomes aware of any information previously unknown that would materially alter the findings or conclusions contained therein, Client agrees to immediately provide Consultant with same and allow Consultant to revise the report accordingly, except that Consultant shall not be required to make such revisions if such information was withheld by Client in violation of this Agreement. Client further understands that the failure to discover hazardous, radioactive, toxic, irritant, pollutant, petroleum or otherwise dangerous substances, products, or conditions does not guarantee that these materials do not exist at the property, and that hazardous materials may later be found on such a site. Client agrees that Consultant is not responsible for any failure to detect or clean up the presence of hazardous materials unless: (1) the failure to detect same is caused by Consultant's negligence, gross negligence or willful misconduct; and (2) Client suffers Damages as a result. Client agrees that any Damages related to said failure shall be further limited by the provisions of this Agreement.

All tax increment finance projections and other incentive related documents shall be supplied in paper or printable document file (PDF) format. The source documents are considered work product and will only be released at the sole discretion of AKT Peerless. If source documents are released, it is under a one (1) month license only to the Client who shall not modify, alter, copy or distribute the source documents without the expressed written permission of AKT Peerless and shall destroy or return the source documents and all copies to AKT Peerless upon expiration of the license.

AKT Peerless ordinarily retains client files for a reasonable period of time after the conclusion of a matter. If requested, AKT Peerless will provide these files to you (excluding our notes and other work products) at the conclusion of the matter upon your request. If you do not request the files, after a reasonable period of time, unless you advise us in writing to the contrary, we shall be free to dispose of them. If you request that we turn our files over to you or to another firm and you have not fully satisfied all of your obligations to us under this agreement, including the payment of all fees and costs, we shall be entitled to hold the files as security for performance of those obligations.

9. **Lien**: In order to secure repayment of the amounts required hereunder, Consultant hereby notifies client that it intends to utilize any rights it may have under Michigan's Construction Lien Act (MCLA 570.1101 *et seq*) or such similar provision which may be in force in the jurisdiction where the work under the Agreement is performed. Client further agrees to execute and deliver to Consultant any and all documents necessary and/or grants Consultant power of attorney to execute and record on their behalf all documents in order to comply with the requirements of the Act.

10. **Changes**: The parties acknowledge that neither this Agreement nor any proposal may be modified except upon written agreement by both parties. If changes occur in the project, or events are discovered during Consultant's work, these events may require alterations to the scope of work. If such changes are required by changes in the statutes, regulations, governmental authorities or the interpretations thereof, this agreement and proposal shall therefore be amended to incorporate those changes and the compensation to Consultant shall be adjusted accordingly. If the Client alters the scope of work proposed by Consultant, Consultant shall have no liability whatsoever for any Damages based upon the final product, if in the performance of the Consultant's original proposal; the claimed defect could have been discovered. Client further acknowledges that the costs in the proposal are merely estimates. These estimates are made by Consultant on the basis of its experience, qualifications, and professional judgment, but are estimates and not guaranteed.

11. **Delays**: Consultant shall use commercially reasonable best efforts in performing the services under this agreement. However, Consultant shall not be responsible for any delay or failure to perform its services if there is any failure to provide or delay in providing Consultant with necessary access to the properties, documentation, information, materials or contractors retained by Client or its representatives, or due to any act of God, labor trouble, fire, inclement weather, act of governmental authority or the failure to gain cooperation of any necessary third party or any other act beyond the control of Consultant. In the event said events do occur, then the time for Consultant's for completion of this Agreement shall be extended by a commercially reasonable period under the circumstances. If any delay is caused by either the acts or omissions of Client or by any third party (including Governmental agencies) Consultant shall be entitled to additional compensation, based upon standard rates, for the additional efforts required in obtaining said approvals, documentation or access.

12. **Reliance and Reliance Letters**: The services performed and issuance of any report which is to be generated is for the sole benefit of Client and no other individual or entity may therefore rely on same without the express written permission of Consultant. Consultant acknowledges that, from time to time, Client may require that Consultant issue to Client's financial institution or other third party a Reliance Letter. Consultant agrees, at no additional cost, to provide same, so long as it is subject to these Terms and Conditions and that said request is made within one hundred eighty (180) days of the final report. Client agrees that it shall provide a copy of these Terms and Conditions to its financial institution or other third party and that the financial institution shall accept same and shall acknowledge that any such reliance shall be effective only as to the condition of the property on the date the final report was written. Consultant shall not be required to provide reliance on any report older than 180 days. In the event that Consultant does agree to provide a Reliance Letter, the party seeking reliance must agree in writing to be bound by these Terms and Conditions. Any reliance shall only be as of the date the report was published. For reliance requests based upon these reports, Consultant's liability for any and all Damages in any way related to the services provided by Consultant, either directly or indirectly, whether by agreement or otherwise, shall be limited to the cost of the services provided by Consultant hereunder. In accepting this limitation, Client and any other relying party shall acknowledge that ASTM E-1527, Section 4.6, states that any Phase I Environmental Site Assessment older than one hundred eighty (180) days is no longer valid and therefore acknowledges that this reduced limitation of liability is reasonable.

OFFICE OF COMMUNITY & ECONOMIC DEVELOPMENT

Collaborative solutions for a promising future

Washtenaw County
Brownfield Redevelopment Authority

Lower Level Large Conference
200 N. Main, Downtown Ann Arbor
Remote attendance for the public also available by Zoom

2024 MEETING CALENDAR – 2nd Thursdays of Each Month at 9 a.m.

Pursuant to Act 267, Public Act of Michigan, **NOTICE** is hereby given by Office of Community and Economic Development that the regularly scheduled meetings of the Washtenaw County Brownfield Redevelopment Authority will be held on the **second** Thursday of each month through the May 11th meeting, then the **first Monday** of each month June through December, unless otherwise indicated. Unless preempted by local or state health order, meetings will be in-person in the Lower Level Large Conference Room, 200 N. Main, Downtown Ann Arbor, 48104. A remote attendance option for the public is provided for each meeting. All meeting agendas and packets are posted on www.washtenaw.org one week in advance of the meeting.

9:00 a.m. to 11:00 a.m. (unless otherwise noted)
In-Person Meeting at 200 N. Main, Lower Level Large Conference Room
Ann Arbor, 48104 (unless otherwise noted)

January 11th
February 8th
March 14th
April 11th
May 9th
June 13th
July 11th
August 8th
September 12th
October 10th
November 14th
December 12th

Nathan Voght
Office of Community and Economic Development

The County of Washtenaw will provide the necessary auxiliary aids and services, such as signers for the hearing impaired and audiotapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting/hearing upon seven (7) days notice to the County of Washtenaw. Individuals with disabilities requiring auxiliary aids or services should contact the County of Washtenaw by writing or calling the following: Human Resources; 220 North Main Street; P. O. Box 8645; Ann Arbor, MI 48107-8645. Phone 734.222.6800 or TDD 734.994.1733

For more information, please contact 734.660-1061

WCBRA Financial Report - November 2023

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
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
Brownfield Plan - Maximum Developer Reimbursement	$ 1,010,042.00		$ 5,400,000.00				$ 4,000,000.00		$ 10,894,465.00
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
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	$ 969,741.54	$ 6,464,976.59
Remaining Approved Eligible Activity Expenses	$ 133,914.46	$ 242,025.90	$ -	$ 257,138.89	$ 144,932.88	$ -	$ 310,538.94	$ 582,936.46	$ 2,268,974.67
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)
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
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
2023 EXPENDITURES									
Certified Expense Reimbursement	$ 81,422.18	$ 83,878.36	$ 548,409.01	$ 772,363.06	$ 41,164.83		$ 413,564.49	$ 286,771.21	$ 1,828,837.70
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	$ -
LBRF Revenue or Deposit	$ -	$ 5,187.00	$ -	$ -	$ -	$ -	$ 160,000.00	$ -	$ 42,994.00
State of MI Brownfield Fund (Approved after 2014)					$ 2,269.50	$ 1,469.00	$ 49,680.00	$ 23,910.50	$ 70,518.00
Total Expenditures	$ 84,611.18	$ 90,236.36	$ 597,993.01	$ 795,988.06	$ 46,030.33	$ 4,684.00	$ 705,638.49	$ 322,478.71	$ 1,942,349.70
Misc Refund									
Current Brownfield Account Balance	$ -	$ -	$ -	$ -	$ 0.50	$ 217,216.78	$ -	$ -	$ -

Project	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**	$ 1,651,241.00	$ 2,739,022.00		$ 781,957.00						
Brownfield Plan - Maximum Developer Reimbursement	$ 1,332,613.00	$ 2,039,022.00		$ 550,000.00						
Actual Approved Eligible Activity Expenses	$ 975,696.00	$ 1,876,130.05		$ 176,469.06						
Approved Eligible Activity Expense Reimbursed to Date	$ 35,264.98	$ 568,797.87		$ 101,800.67						
Remaining Approved Eligible Activity Expenses	$ 940,431.02	$ 1,307,332.18	$ -	$ 74,668.39	$ -	$ -	$ -	$ -	$ -	$ -
Approved Interest to be Reimbursed										
Interest Reimbursed to Date										
Remaining Interest to be Reimbursed										
Project Financial Activity										
12/31/22 Fund Balance	$ (1,873.00)	$ -	$ 3,504.76	$ 35,387.29						
TOTAL 2023 REVENUES										
Application Fee	$ -	$ -	$ -							
Interest Revenue*										
TIF Revenue/Capture	$ 15,735.36	$ 427,757.70	$ 3,055.01	$ 63,480.22				$ 123,324.75		
Total Revenues	$ 15,735.36	$ 427,757.70	$ 3,055.01	$ 63,480.22	$ -	$ -	$ -	$ 123,324.75	$ -	$ -
2023 EXPENDITURES										
Certified Expense Reimbursement	$ 13,862.36	$ 402,916.70	$ -	$ 33,533.17						
Administrative Fee Transfer	$ -	$ 14,929.00	$ -	$ -						
LBRF Revenue or Deposit	$ -	$ -	$ 159.00	$ 3,208.00						
State of MI Brownfield Fund (Approved after 2014)	$ 1,914.00	$ 9,912.00	$ 115.00	$ 4,629.50						
Total Expenditures	$ 15,776.36	$ 427,757.70	$ 274.00	$ 41,370.67	$ -	$ -	$ -	$ -	$ -	$ -
Misc Refund										
Current Brownfield Account Balance	$ (1,914.00)	$ -	$ 6,285.77	$ 57,496.84	$ -	$ -	$ -	$ 123,324.75	$ -	$ -

* ***Includes Admin and LBRF Funds***

Total of all 2022 CY TIF Reimburse Transfers	$ 4,056,410.84			
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 S**	**LBRF Capture ****		**Developer Reimbursement**
Grand Total	$ -		**$ -**	**$ -**	