



Washtenaw County Brownfield Redevelopment Authority

IN-PERSON MEETING AGENDA

Thursday, April 11th 2024 9:00 a.m.

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

Corrected Zoom Link to Webinar for Public to Join the Meeting:

<https://washtenawcounty.zoom.us/j/89810263368?pwd=cUvAYyVoRGXB4JKFQrGWGkqkEkp49e.1>

Dial In Number: (number based on your current location):

+1 312 626 6799 US (Chicago) +1 470 250 9358 US (Atlanta) +1 470 381 2552 US (Atlanta) +1 267 831 0333 US (Philadelphia) +1 301 715 8592 US (Washington DC)

1. Call to Order

2. Public Comment*

3. Approval of Agenda

4. Approval of Minutes

a. February 8th, 2024 Meeting

5. Board Member Conflict of Interest Disclosure

6. Business

1. 14 W. Forest Phase II Environmental Assessment Grant Application – Action
2. Grandview Commons Eligible Activities Submittal #3 – Action
3. Dorsey Estates Brownfield Plan Amendment – Action
4. February-March 2024 Financial Report – Information
5. 2023 Interest Approval – Action

7. Other Business

8. Public Comment*

9. Adjournment

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

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

DRAFT MEETING MINUTES
Thursday, February 8, 2024, 9:00 a.m.

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

Board Absent: None

Staff: Nathan Voght – OCED

Joining the Meeting: Derric Scott – J29:7, developer for 124 Pearl St, Elizabeth Masserang – SME, consultant for 124 Pearl, Troy Helmick – SME, for 124 Pearl, on Zoom, Bonnie Wessler – City of Ypsilanti DPW Director, on Zoom, Jill Ferrarri – Renovare, for Dorsey Estates.

Handouts: None

1. Call to Order

Chair Krueger called the meeting to order at 9:02 a.m.

2. Public Comment

None.

3. Approval of Agenda

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

4. Approval of December 4th, 2023 Meeting Minutes

C. O'Toole moved to approve the December 4th, 2023 minutes (2nd S. Baushke), and the motion passed unanimously.

5. Board Member Conflict of Interest Disclosure

None declared.

6. Business

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

Staff referred to the draft Agreement in the packet, which was reviewed in December, and the board had specific feedback and revisions at that time. Those changes have been incorporated in the version here. Mr. Harless has also suggested some alternative language for Section #7 d., which is provided in the revised Agreement as an alternate.

Mr. Harless explained his alternative language, and what the effect would be on developer reimbursement and LBRF capture. The Board discussed the additional revisions and Mr. Harless' alternative language. Board members accepted Mr. Harless' alternate for Section 7 d.,

but added a new sentence to the end: "These terms and conditions shall be made part of the Reimbursement Agreements with all other development entities henceforth."
The Board further discussed whether a Brownfield Plan Amendment would be necessary.

J. Harless moved to approve the revised Reimbursement Agreement, as revised in the December meeting, and at the table today, using his alternative language for 7 d., adding an additional sentence, (2nd C. Maier), and the motion passed unanimously.

2. 599 S. Mansfield Phase I Environmental Assessment Grant, City of Ypsilanti – Discussion

Staff updated the Board that the City did not proceed with purchase of 599 Mansfield, but AKT Peerless had ordered some initial work on the Phase I. Staff and the Chair would like the Board's opinion on whether the small initial work done, which the City has been invoiced for, is reimbursable.

The Board indicated that since the Phase I was not completed, and the property is not being pursued for purchase, that reimbursement is not possible.

3. 124/126 Pearl Street Project Introduction – Presentation

Staff introduced Derric Scott, with J29:7, the development entity that purchased the Centennial Building in December, with plans to construct a new mixed-use building on the north end of the site, where the parking lot is now. Mr. Scott introduced the project, and the proposed Brownfield Plan, with approximately \$9 million in Eligible Activities, most of which is an affordable housing subsidy for approximately 15 proposed affordable units, out of 60 total units in the development.

The developers may be requesting a PA 210 Tax Abatement, as well, which is the Commercial Rehabilitation District abatement. This was used for the Chelsea Rockwell Building in 2021.

Total investment is approximately \$20M with \$180 to 190K in annual TIF capture.

The Board noted that future Plans may want to include up to \$50K in Brownfield Implementation, which is allowed with the 381 Amendment last year. This could be separate funding for the Authority to administer new plans with the annual affordable housing reporting required by MSHDA.

There was discussion on what MSHDA requires for a housing study in the region, to justify the need for the affordable housing. This could be done by the developer, or we could rely on City housing studies. The State did a housing study, as well.

Troy Helmick, with SME, the environmental consultant for the project, commented on environmental conditions on the site. There are three tanks to pull from the previous filling station. There could be contamination under the tanks. The BEA only notes metals that exceed Part 201.

4. 124/126 Pearl Street form Brownfield Plan Review Sub-Committee – Action

Board members A. Krueger, J. Harless, T. Woollatt, and K. Jones volunteered to serve on the Brownfield Plan review sub-committee.

5. Dorsey Estates/220 N. Park Brownfield Plan Amendment – Discussion

Jill Ferrari provided an overview of the changes to the Brownfield Plan, approved in 2022, necessary to address the modified approach necessary to address the environmental conditions

on site. The initial plan was to use excavated soils from the residential areas on the south side of the site for the stormwater basin. However, there is too much volume now, and there will be considerable soil needing to come offsite and will be characterized, and disposed of in a Type II landfill. The anticipated increase in Eligible Activities costs, to be incorporated in the Brownfield Plan Amendment, is approximately \$1.3M. All of this increase will be within EGLE line items.

T. Woollatt asked what the volume of soil coming off site would be. J. Ferrarri responded about 11,000 cubic yards. The original plan was only 1,300. She further stated that the fill under the roadway has to be excavated and removed.

There will be an increase in soft costs on the MEDC side, and Environmental Insurance will be added as an eligible activity. Ms. Ferrarri anticipates submitting the Amendment within several weeks.

6. December 2023 Financial Report – Information

The report is for information only.

7. Other Business

C. O'Toole discussed several city-owned industrial sites that they are looking to sell, which may need environmental investigation. J. Harless suggested that the City only do the investigation and research portion of the Phase I, rather than a full Phase I, at this time if the City wants to find out more information and potential environmental concerns about the sites.

The Board discussed Maple Oaks, and how to handle Winter 2023 capture, since there is no movement on Phase II of the development, north of the tracks, where additional Eligible Activities might occur. At this time, we have captured sufficient taxes from the City to reimburse for the 50% of the 'Look Back' activities, which were conditioned on the developer satisfying the City's punch list on certain issues with Phase I. If we capture more, it's unclear if they would ever be reimbursed. J. Harless suggested that maybe the approach should be terminating the Plan, or amending it.

There was no other business.

8. Public Comment:

None..

9. Adjournment:

J. Harless moved to adjourn the meeting at 10:16 a.m. (2nd T. Woollatt), and the motion passed unanimously.

These minutes were approved by the Washtenaw County Brownfield Redevelopment Authority at the _____, 2024 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

9:00 a.m. Thursday, April 11th, 2024

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

TO: Washtenaw County Brownfield Authority

FROM: Nathan Voght, Washtenaw County Brownfield Coordinator

DATE: April 5th, 2024

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

Business Items:

1. 14 W. Forest Phase II Environmental Assessment Grant Application – Action

The City of Ypsilanti has submitted an application to conduct a Phase II Investigation for their existing DPW yard at 14 W. Forest for \$16,950. The Board previously provided a \$4,950 grant for Phase I and Hazardous Materials Survey. Also, the Board approved a Phase I for 599 S. Mansfield, a site the city considered buying to move their DPW operations, which ultimately they abandoned.

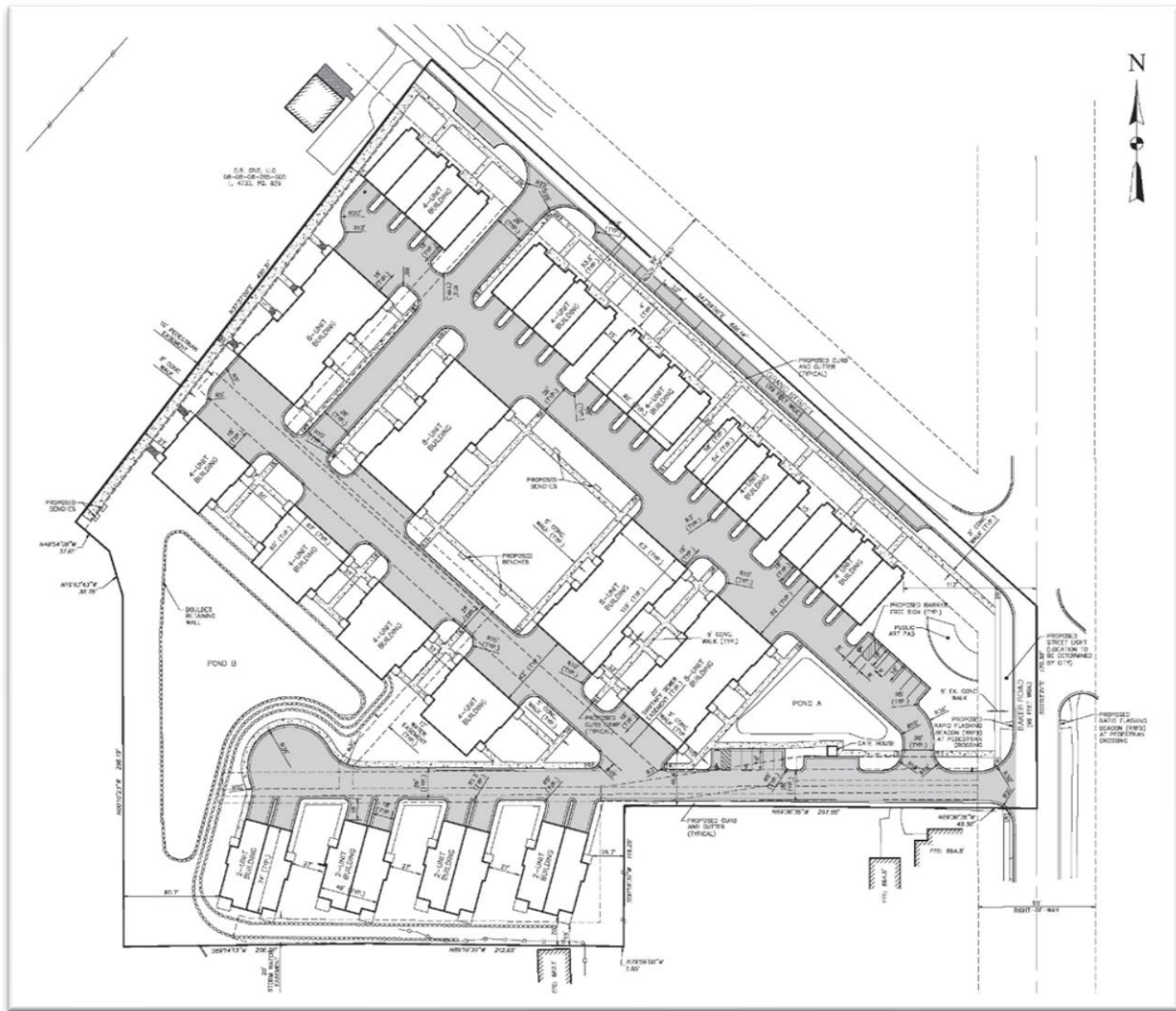
Since the City DPW operations will stay at 14 W. Forest, the City will need to pursue additional investigation to determine how to approach stabilization of the site and buildings, and to ensure the site is safe for City operations. Staff is supportive of the current request, although it would mean the property exceeds the Board's \$15,000 maximum for assessments policy. It's recommended we assist the City in pursuing DCC assessment funding for additional investigation needed.

2. Grandview Commons Eligible Activities Submittal #3 – Action

This project includes construction of 76 attached condominium housing units in the City of Dexter. Here is the 2016 approved [Brownfield Plan](#). Here is the [August 2017 Act 381 Work Plan](#).

[Here are site pictures from April 5, 2024.](#)

See development layout, below:



Please see a cover letter from Jeremy McCallion, of AKT Peerless, for a third request for approval of Eligible Activities for the Grandview Commons condominium development in the City of Dexter. The amount requested is \$248,329.71, and includes Due Care and Additional Response Activities between 3/1/21 to 11/30/23. A total of \$1,796,038 in Eligible Activities has previously been approved, in 2019 and 2021. This includes \$540,645 of “Local Only” activities related to excavation, backfill and compaction of certain basements and the large pond, and building/Site Demolition and Lead/Asbestos Survey and Abatement. “Appendix D” of the AKT cover memo provides the detailed invoice list for the current Request #3.

The approved Brownfield Plan includes a maximum of \$2,329,235 in developer-reimbursable Eligible Activities, and an additional maximum \$469,812 in Interest. With the \$52,353.63 in proposed 2023 Interest on the agenda this month, total approved Interest would increase to \$309,544.46.

Here is Table 1 from the Brownfield Plan, including all possible Eligible Activities, including the 5% interest up to \$469,812.

Table 1. Eligible Activities
Grandview Commons
7931 Grand Street, Dexter
AKT Peerless Project No. 7510f
As of December 9, 2016

75 / 25 Share with DDA

ELIGIBLE ACTIVITIES COST SUMMARY				
				Estimated Cost of Eligible Activity
BEA Activities				\$ 57,355
Due Care Activities				\$ 1,173,080
Additional Response Activities				\$ 456,015
TOTAL ENVIRONMENTAL ELIGIBLE ACTIVITIES				\$ 1,686,450
Demolition				\$ 303,800
Lead and Asbestos Activities				\$ 17,870
TOTAL NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES				\$ 321,670
Total Environmental and Non-Environmental Eligible Activities				\$ 2,008,120
15% Contingency on Eligible Activities				\$ 291,115
Brownfield Plan & Act 381 WP Preparation Activities				\$ 30,000
Total Eligible Activities Cost with 15% Contingency				\$ 2,329,234
Interest (calculated at 5%, simple)				\$ 469,812
Total Eligible Activities Cost, with Contingency & Interest				\$ 2,799,046
BRA Administration Fee (5% of total available increment)				\$ 182,947
State Redevelopment Fund				\$ 288,620
Local Site Remediation Revolving Fund (LSRRF)				\$ 100,000
Total Eligible Costs for Reimbursement				\$ 3,370,613

As described in the AKT Peerless cover memo, please note that previous submittals categorized Soil Management activities as Due Care. Therefore, for previous requests those costs are being reallocated to appropriate categories. Further, some Lead and Asbestos and Building and Site Demolition activities were re-categorized to Contingency. This is only for proper tracking and clarity. It does not change or increase the amount of reimbursement due to the developer.

Here is a link to Appendix C of the AKT Memo, the detailed Draws (#22 through 26) involved with this reimbursement request: <https://drive.google.com/file/d/1AD3MaLO4PSByuA2-MwJ9ypMKc-vze8Dd/view?usp=sharing>

Here is a link to Invoices and Lien Waivers for all activities included in this request: https://drive.google.com/drive/folders/1eegcJ1lDyLuDijH9vJ_0FU-DJFFCC32c?usp=sharing

It is anticipated there will be one final submittal of Eligible Activities as the last remaining condo units are constructed and sold.

Staff recommends approval of an additional \$248,329.71 in Eligible Activities for the project.

3. Dorsey Estates Brownfield Plan Amendment – Action

A draft Brownfield Plan Amendment for the Dorsey Estates (220 N. Park) brownfield project will be forthcoming early next week. Jill Ferrari, with Renovare Ypsilanti Homes, LLC, the developer for the project, attended the

February 8, 2024 Authority meeting to discuss the need for this Plan Amendment, which is detailed in the amended Plan narrative.

Here are site pictures from Thursday, April 4th: https://drive.google.com/drive/folders/1-O3WDPs_AkCOPtz0swcaiHvbVe4kzbn1?usp=sharing

Although final edits are being incorporated, and TIF Table re-worked, it's anticipated the Plan Amendment will increase Environmental Eligible Activities by approximately \$570,000 and Non-Environmental Activities by about \$250,000, which includes increased corresponding Contingency. But the actual increased project costs for all Eligible Activities is over \$2M.

The project secured a \$1.5M Missing Middle Grant from MSHDA, which will offset approximately \$500,000 of the increased eligible costs, and the \$500,000 LBRF Grant has now been accounted for with the Brownfield Plan Amendment, offsetting Public Infrastructure costs (the LBRF Grant was not accounted for in the original Brownfield Plan). This allows us to see a clearer picture of actual Eligible Activity costs that will need to be reimbursed using TIF. Note, the \$500,000 LBRF Loan to the project was not backed out, as those costs need to remain in the Plan Amendment, as they will be repaid to the Authority using TIF. (The 15K promised monthly LBRF Loan payment, starting in year 4, has been incorporated in the updated TIF Tables.)

Further, the City of Ypsilanti is applying for a \$870K EGLE Grant on the project's behalf. If approved, the grant is expected to directly offset all or most of the increased environmental expenses, depending on timing of the Grant Award, and what grant activities remain to be completed. The project timeline does not allow work to stop on the site to wait for the official EGLE Grant contract.

All possible Eligible Activities are included in the Plan Amendment, to ensure a TIF safety net of funding, given the complicated nature of all the different grant funding sources and which activities they are eligible to cover.

Although Eligible Activities have increased, Interest is not proposed to be recalculated and increased. As a result of the increased activities, projected LBRF capture will increase as well.

The original Brownfield Plan projected an 18-year payoff, but the Amendment will have an increased reimbursement period due to additional Eligible Activities that are not offset by the grants awarded to the project. However, as mentioned, the EGLE Grant funding will reduce this reimbursement period.

Finally, a reminder that the Authority negotiated the \$500K LBRF Loan repayment terms, which were incorporated into a [Loan Agreement](#) and [Promissory Note](#). The Authority will take \$15,000 per year from available TIF, starting in Year 4 of capture, and then take 100% of the available TIF after full developer reimbursement is complete. It should be noted that full repayment of the LBRF Loan will likely be delayed, and will be more clear with the final draft of the Brownfield Plan.

The Brownfield Plan Amendment will be reviewed by the Authority on April 11th, Ypsilanti City Council on April 16th, and sent to the County Board of Commissioners for public hearing and First Reading at the May 15th meeting. Any approval by the Authority on April 11th will need to be *subject to Ypsilanti City Council approval*.

4. February/March 2024 Financial Report – Action

Please see the financial report and requested Admin capture, LBRF Capture and developer reimbursement. Enclosed in the board packet is the calculations for 2023 Admin Capture. Note, allowable Admin capture increased to \$247,500, due to the Act 381 Amendments of July 2023.

5. 2023 Interest Approval – Action

Please see proposed Interest calculations for three projects in 2023 in the packet. Here are the requested amounts:

Zingerman's, Ann Arbor: \$605.78 (Max Interest reached after this amount)

618 S. Main, Ann Arbor: \$10,285.56

Grandview Commons, Dexter: \$52,353.63



WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

Environmental Assessment Grant Program APPLICATION FORM

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

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

Type of Application

☒ Publicly-Owned or Non-Profit-Owned Property

☐ Privately-Owned Property

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

Owner Information

Property Owner: City of Ypsilanti DPW Contact: Bonnie Wessler
Property Address: 14 W. Forest Avenue Phone No.: 734-483-1421
Property Tax ID #: 11-11-04-360-002

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 DPW
Project Description: Limited Phase II, Indoor Air Quality Assessment



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

Property Information

Previous Owners: Ypsilanti Gas Co.; Ypsilanti City Gas Department; City of Ypsilanti Gas Plant; Consolidated Gas Co.

Historic Property Uses: Manufactured gas plant; City of Ypsilanti DPW

Property Acreage: 3.22 acres

Zoning: General Corridor (GC)

Surrounding Land Use: Residential, commercial, light industry

Proposed Environmental Activities:

	Estimated Cost
☐ Phase I	
☒ Phase II	\$16,950
☐ BEA Report	
☐ Due Care Plan	
☐ Hazardous Material Survey	
TOTAL	\$16,950

Please attach a price quote from a qualified environmental firm.

Please describe Previous Environmental Assessments Completed: Part 213 leaking underground storage tank (LUST) investigations; complete Phase I completed in 2023..

Please describe environmental conditions: Known conditions include co-mingled petroleum contamination from historical site operations as a manufactured gas plant and releases from underground storage tanks.

Please provide cloud links to any relevant environmental reports.

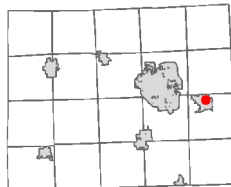
Please return the completed form and attachments to:

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



Ypsilanti DPW Yard

© 2013 Washtenaw County



0 50.00 100.0 200.0 Feet

1: 1,200

7/5/2023

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.



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.

January 10, 2024

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

RE: Proposal for a Limited Phase II Environmental Site Assessment
14 W. Forest Avenue
Ypsilanti, Michigan

AKT Peerless Proposal No. PF-34052
AKT Peerless Project No. 18440F

Ms. Jones,

AKT Peerless is pleased to present its proposal to conduct a Limited Phase II ESA at the property located at 14 W. Forest Avenue in Ypsilanti, Washtenaw County, Michigan (the subject property).

AKT Peerless will implement work immediately and will provide its deliverables within four weeks of completion of field activities. AKT Peerless' estimated lump sum cost to complete the proposed scope of work is **\$16,950**.

Any necessary changes that become apparent during the investigation may require a revision in the scope of work and cost and could delay the project. AKT Peerless will notify you of any 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 Lou 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

LIMITED PHASE II ESA SCOPE OF WORK

AKT Peerless Proposal No. PF-34052

Introduction

AKT Peerless appreciates the opportunity to present its proposal to conduct a Limited Phase II Environmental Site Assessment (ESA) at the property located at 14 W. Forest Avenue in Ypsilanti, Washtenaw County, Michigan (the subject property).

AKT Peerless completed a Phase I ESA of the subject property on behalf of the City of Ypsilanti in December 2023. Based on the results of the Phase I ESA, the following on-site recognized environmental conditions (RECs) were identified:

REC 1 - According to fire insurance maps and based on observations during the subject property reconnaissance, the subject property was developed by 1887 as the Ypsilanti Electric Light Co. and Ypsilanti Gas Co., a manufactured gas plant. Based on local street directory information, Michigan Consolidated Gas Co. operations at the subject property appear to have ceased between 1957 and 1961. Historical site features included, but were not limited to, coal/coke storage, oil storage, underground and aboveground oil tanks, aboveground ammonia tank, rail siding, coal tar well, spring, hydraulic ram, and scales. Based on previous environmental investigations associated with regulated underground storage tanks (USTs) at the subject property and interviews with City of Ypsilanti Department of Public Works (DPW) representatives, subsurface contamination is present across the site, which is a “facility,” as defined in Part 201 of the Natural Resources and Environmental Protection Act, Michigan Public Act 451 of 1994, as amended (NREPA).

REC 2 - According to fire insurance maps, City of Ypsilanti DPW operations appear to have begun at the subject property around 1950. Subject Building 1, which is now used as an office building, was reportedly formerly used as a repair shop in at least the 1950s and 1960s. A portion of the former manufactured gas plant building that was constructed by 1927 is likely the original portion of Subject Building 2, which was expanded with additions by 1964 and 1979 and has been used since approximately 1950 for automotive service/repair, auto wash operations, and/or materials storage. Fire insurance maps indicate that a fuel oil tank and an asphalt tank were present on the northwestern portion of the subject property in the 1950s and 1960s. During the subject property reconnaissance, floor staining, floor drains, and in-ground hoists were observed within Subject Building 2. Subject Building 3 was constructed around 1977 for storage of road salt. According to City of Ypsilanti DPW representatives and other historical resources, liquid wastes, including spent fuels and paint thinner, were historically dumped on the northern and northeastern portions of the subject property, sewer cleanout wastes were dumped on ground surface near storm drains at the subject property, and road salt was previously stored outside in a covered pile on the southwestern portion of the subject property.

REC 3 - Regulatory file information indicates that City of Ypsilanti DPW began using UST systems installed on the southeastern portion of the subject property around 1961. At least nine registered USTs are associated with the subject property, two of which remain in use. Several confirmed releases

were reported for historical UST system(s) at the subject property between 1985 and 1992, thus qualifying the site as a “property,” as defined in Part 213 of the NREPA. Confirmed release investigation activities conducted at the subject property between 1992 and 1995 were unable to distinguish petroleum contamination associated with the historical UST system(s) from contamination from historical manufactured gas plant operations, and the confirmed release investigation was therefore administratively closed in absence of horizontal and vertical delineation of soil and groundwater contamination.

AKT Peerless’ Phase I ESA also identified RECs in connection with the northern adjoining property located at 626 N. Huron Street and eastern adjoining property located at 2 W. Forest Avenue. These off-site RECs are not subject to this proposed Limited Phase II ESA. Furthermore, AKT Peerless understands that City of Ypsilanti has owned the subject property since 1914 and will continue to own the subject property for the foreseeable future. Therefore, this proposed Limited Phase II ESA is not intended to fully evaluate the on-site RECs identified above, but rather to evaluate the potential for unacceptable volatilization to indoor air pathway (VIAP) exposure risks within Subject Building 1 (office building) and Subject Building 2 (vehicular service/repair garage and materials storage building). Subject Building 1 and Subject Building 2 (or portions thereof) are typically occupied, or may be occupied in the future, by City of Ypsilanti DPW personnel.

Scope of Work

AKT Peerless’ proposed scope of work includes an evaluation of: (1) indoor air quality conditions within Subject Building 1, the construction of which includes a one-story structure with a currently inaccessible crawl space precluding the evaluation of sub-slab or shallow soil gas conditions; and (2) sub-slab soil gas conditions beneath Subject Building 2. AKT Peerless has established the following scope of work to evaluate these conditions:

- Collect two indoor air samples from the office space in Subject Building 1. Indoor air samples will be collected: (1) into one-liter stainless steel Summa canisters equipped with a 12-hour flow control regulator to simulate a conservative non-residential exposure period for volatile organic compound (VOC) analysis; and (2) by passing approximately two liters of air through dedicated sorbent tubes over a period of ten minutes for polynuclear aromatic hydrocarbon (PNA) analyses.
- Install nine permanent Vapor Pins[®] within Subject Building 2, including four within the garage main bay, and one each within the service bay, welding bay, wash bay, sign shop, and parks department.
- Conduct pre-sampling soil gas screening and leak detection tests at each Vapor Pin[®].
- Collect nine sub-slab soil gas samples, i.e., one from each Vapor Pin[®], in Subject Building 2. Sub-slab soil gas samples will be collected: (1) into one-liter amber glass Bottle Vacs[™] equipped with a 100-200 cubic centimeter per minute (cc/min) flow control regulator for VOCs analysis; and (2) by passing approximately two liters of air through dedicated sorbent tubes over a period of ten minutes for PNAs analysis.
- Collect quality assurance/quality control (QA/QC) samples, including one field blank and one matrix spike for the indoor air sampling event for PNAs, and one field blank and one matrix spike for the sub-slab soil gas sampling event for PNAs.
- Submit the indoor air and sub-slab soil gas samples for laboratory analyses of VOCs and PNAs, along with the QA/QC samples for PNAs.

- Prepare a Limited Phase II ESA report.

Laboratory Analyses

Indoor air and sub-slab soil gas samples will be submitted for laboratory analyses under chain-of-custody documentation to a fixed-base, independent laboratory. The laboratory will conduct analyses using EGLE- and/or USEPA-approved analytical methods.

Methodologies and Quality Control

Investigation activities will be conducted in general conformance with ASTM Standard Practice E 1903-19: *Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process*. Strict decontamination procedures will be followed during the completion of investigation activities by AKT Peerless personnel to reduce the potential for cross-contamination.

Indoor air samples will be collected from breathing zone height. Indoor air samples will be collected into pre-cleaned Summa canisters or passed through dedicated sorbent tubes provided by the analytical laboratory in accordance with laboratory-specified sampling procedures and in general conformance with the guidance provided in Michigan Department of Environment, Great Lakes, and Energy (EGLE) Remediation and Redevelopment Division's (RRD) May 2013 publication, *Guidance Document for the Vapor Intrusion Pathway*, as amended.

During installation of the sub-slab soil gas monitoring points, Vapor Pins® will be installed after advancing a hammer drill through the concrete floor slab. Soil gas samples will be collected into pre-cleaned amber glass Bottle Vacs™ in general conformance with the guidance provided in the *Guidance Document for the Vapor Intrusion Pathway*.

Indoor air and sub-slab soil gas samples collected for chemical analyses, along with QA/QC samples, will be submitted under chain-of-custody documentation to a fixed-base, independent laboratory.

Report

AKT Peerless will prepare a letter report that will include a summary of field activities, analytical results, discussion of procedures/methodologies, site map with sampling locations, discussion of results, and recommendations, as appropriate.

Unless requested otherwise, AKT Peerless will provide one electronic version of the final report.

Schedule

AKT Peerless will implement work immediately and will provide its Limited Phase II ESA report within four weeks of completion of field activities.

Fees

AKT Peerless estimates the fees and expenses for this scope of work will be \$16,950. All subcontracted services and outside project costs will be billed at cost plus 15 percent. The estimated costs to execute the above-described scope of work are shown in the table below.

Limited Phase II ESA Estimated Costs

PROFESSIONAL SERVICES	
Project Management	\$1,500
Field Activities	\$3,350
Report Preparation	\$2,950
PROJECT COSTS	
Laboratory Analyses	\$6,900
Mobilization/demobilization (\$250/day)	\$500
Field Supplies and Expenses	\$1,750
TOTAL	\$16,950

The referenced fees include only those activities described herein. Additional fees will be incurred and invoiced if additional sample analysis is requested by the Client, deemed necessary to completely evaluate site conditions or if other regulatory reporting activities are necessary. AKT Peerless will notify the Client immediately with knowledge of any proposed scope of service modifications, but no additional activities will be conducted without prior written Client authorization.

Limitations

If the Client chooses to alter the above-described scope of work, the Client shall advise AKT Peerless, and AKT Peerless shall propose alterations to the scope of work and related fees. The Client will authorize AKT Peerless in writing to conduct more or less work than defined herein.

AKT Peerless will provide these services using its commercially reasonable best efforts consistent with the level and skill ordinarily exercised by members of the profession currently practicing under similar conditions.

This scope of work 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 cost 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 cost estimate prior to initiating project activities.

This scope of work, 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 in **Appendix A**. Unless otherwise noted, AKT Peerless will prepare and render invoices for work performed to date on a monthly basis. All invoices shall be payable within thirty (30) days of invoice date. 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.

PROPOSAL ACCEPTANCE, LIMITED PHASE II ESA

14 W. FOREST AVENUE, YPSILANTI, MICHIGAN

This proposal submitted by:



Scott Wasielewski
Senior Project Manager

Proposal submitted on: January 10, 2024

Please authorize the proposal by executing below:

Proposal amount: **\$16,950**

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

AKT Peerless Proposal No. PF-34052

Acceptance:

(Signature) **City of Ypsilanti**

Print Name:

Title

Date

Appendix A

Terms and Conditions

Appendix A

Terms and Conditions

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 to 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 its 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.

April 3, 2024

Nathan Voght
Brownfield Redevelopment Coordinator
Washtenaw County Office of Community & Economic Development (OCED)
415 West Michigan Avenue
Ypsilanti, MI 48197

Subject: Grandview Commons Redevelopment Project
7905, 7931 & 7961 Grand Street and (no address) Baker Road, Dexter, Michigan 48130
Reimbursement Request for Eligible Activities

Dear Mr. Voght:

This letter serves as Reimbursement Request No. 3 for Eligible Activities for the Grandview Commons Redevelopment Project. Enclosed please find the documentation seeking the Washtenaw County Brownfield Redevelopment Authority (the "WCBRA") approval of eligible expenses for reimbursement pursuant to Section 8 of the Reimbursement Agreement between the WCBRA and MMB Equities LLC, dated May 9, 2017.

The Eligible Expense from 3/1/2021-11/30/2023 Summary is as follows:

Principal Eligible Activity Category	State Request	Local Request	Total (with Contingency)
Environmental			
BEA Activities	\$0.00	\$0.00	\$0.00
Due Care Activities	\$166,464.47	\$0.00	\$166,464.47
Additional Response Activities	\$70,540.24	\$11,325.00	\$8,405.62
Sub-Total Environmental	\$237,004.71	\$11,325.00	\$174,870.09
Subtotal	\$237,004.71	\$11,325.00	\$174,870.09
Contingency State			\$70,540.24
Contingency Local			\$2,919.38
Brownfield Plan & Act 381 Work Plan Activities	\$0.00	\$0.00	\$0.00
Total	\$237,004.71	\$11,325.00	\$248,329.71

The above referenced costs are in accordance with the Brownfield Plan approved on December 12, 2016, Act 381 Environmental Work Plan approved on August 4, 2017, and Reimbursement Agreement executed on May 9, 2017, and therefore qualify as eligible expenses.

MMB Equities LLC submitted Reimbursement Request No. 1 (the "Request #1") on October 7, 2019, seeking \$1,552,678 in reimbursement. The WCBRA approved \$1,424,624.50 for eligible activities on December 5, 2019, and an additional \$128,053.50 on January 9, 2020, totaling \$1,552,678 for Reimbursement Request No. 1. MMB Equities LLC submitted Reimbursement Request No. 2 (the

“Request #2”) on March 29, 2021, with a requested amount of \$243,360.00. The WCBRA approved this second request on May 13, 2021.

AKT Peerless has reviewed the ELGE Approval letter dated July 1, 2020, which has identified Due Care Activities (the “DCA”) as: 1) additional sampling; 2) due care planning and oversight; 3) vapor mitigation system installation and testing and incremental sampling. Response Activities (the “RA”) include soil management, characterization and disposal. Upon further of Request #1 and #2, Soil Management activities were inappropriately categorized into DCA. For Request #1, AKT Peerless purposes reallocating a total of \$636,383.26 from DCA to RA resulting in a total of \$297,178.84 in DCA and \$636,383.26 in RA. For Request #2, AKT purposes reallocating \$153,778.95 in soil management activities from DCA to RA resulting in a total of \$89,580.64 in DCA and a total of \$153,778.95 in RA. Please note, all environmental activities are considered Department Specific Activities, but in the interest of tracking eligible activities appropriately, these changes have been made. Please reference Appendix A for Revised Request #1 and Appendix B for Revised Request #2 identifying the reallocation.

AKT Peerless has provided a Developer Reimbursement Request Cost Summary Table as Appendix C. This table encompasses the eligible activity budgets and contingencies approved in the Brownfield Plan and EGLE Work Plan. Additionally, it incorporates the total eligible activities submitted to the WCBRA for reimbursement including Revised Requests #1 and #2 and the currently submitted Request #3.

Furthermore, from Request #1, \$14,510.00 Lead and Asbestos Activities and \$46,436.00 in Building & Site Demolition have been moved to contingency. Request #2 includes \$1,462.21 in RA moved to Contingency. Request #3 includes \$70,540.24 in RA from State and \$2,919.38 in RA from Local reallocated to the contingency fund.

Please see the attached for a detailed accounting of eligible expenses for Request #3 (Appendix D) and detailed documentation of eligible expenses (Appendix E) including invoices and proof of payment.

If you have any questions or need additional information, you may reach me by email at mccallionj@aktpeerless.com or at (248) 302-3038.

Sincerely,

AKT PEERLESS



Jeremy McCallion
Senior Project Manager

Appendix A

Revised Request #1 Detailed Accounting

2024 Reimbursement Tracking

0
0
B >>>
* Received >>>

Total Invoice Amounts, by Eligible Activity Category (this Submittal sheet only)							
Developer Reimbursement Request Summary Table		State Request	Local Request	State Approval	Local Approval		
Pre-Approved Activities	\$	53,530.00	\$	-	\$ 53,530.00	\$	-
Due Care Compliance Activities	\$	297,178.84	\$	-	\$ 297,178.84	\$	-
Response Activities	\$	636,383.26	\$	153,109.38	\$ 636,383.26	\$	153,109.38
Environmental Insurance	\$	-	\$	-	\$ -	\$	-
TOTAL ENVIRONMENTAL ELIGIBLE ACTIVITIES	\$	987,092.10	\$	153,109.38	\$ 987,092.10	\$	153,109.38
Demolition	\$	-	\$	350,236.00	\$	-	\$ 303,800.00
Lead and Asbestos Activities	\$	-	\$	32,380.00	\$	-	\$ 17,870.00
Site Preparation Activities	\$	-	\$	-	\$	-	-
Eligible Infrastructure Improvement Activities	\$	-	\$	-	\$	-	-
TOTAL NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES	\$	-	\$	382,616.00	\$	-	\$ 321,670.00
Total Environmental and Non-Environmental Eligible Activities	\$	987,092.10	\$	535,725.38	\$ 987,092.10	\$	474,779.38
15% Contingency on Eligible Activities	\$	-	\$	-	\$	-	\$ 60,846.00
Brownfield Plan & Act 381 WP Preparation	\$	25,000.00	\$	4,860.00	\$ 25,000.00	\$	4,860.00
Brownfield Plan & Act 381 WP Implementation	\$	-	\$	-	\$	-	-
Grand Total	\$	1,012,092.10	\$	540,585.38	\$ 1,012,092.10	\$	540,585.38

Activity (as Identified in the Project's Act 381 Work Plan)										REQUESTED		APPROVED		see comment on "Notes" cell
Req #	Inv.Ref	Sub Invoice Description	Invoice Description	Contractor	Invoice No.	Invoice Date	Total Invoice Amount	Draw #	Proof of Payment	State Request	Local Request	State Approval	Local Approval	Notes
B01E Environmental Eligible Activities														
Pre-Approved Activities														
Phase I/Phase I/BEA	1	12		AKT Peerless	31118	3/30/2012								
Phase I/Phase I/BEA	1	12		AKT Peerless	38035	2/28/2015								
Phase I/Phase I/BEA	1	12		AKT Peerless	38386	3/31/2015								
Phase I/Phase I/BEA	1	12		AKT Peerless	38742	4/30/2015								
Phase I/Phase I/BEA	1	12		AKT Peerless	39130	5/31/2015								
Phase I/Phase I/BEA	1	12		AKT Peerless	39549	6/30/2015								
Phase I/Phase I/BEA	1	12		AKT Peerless	43454	6/29/2016								
Phase I/Phase I/BEA	1	12		AKT Peerless	43912	7/31/2016								
Phase I/Phase I/BEA	1	12		AKT Peerless	44446	8/31/2016				\$	53,530.00	\$	53,530.00	
Predevelopment Activities Subtotal										\$	53,530.00	\$	53,530.00	
Due Care Activities														
Site-Specific Health and Safety Plan														
Site-Specific Health and Safety Plan	1	12		AKT Peerless	50409	28/28/2018								
Site-Specific Health and Safety Plan	1	12		AKT Peerless	50658	3/31/2018				\$	5,000.00	\$	5,000.00	
Site-Specific Health and Safety Plan Subtotal										\$	5,000.00	\$	5,000.00	
Additional Sampling/Subsurface Investigation														
Additional Sampling/Subsurface Investigation	1	12		AKT Peerless	46486	2/28/2017								
Additional Sampling/Subsurface Investigation	1	12		AKT Peerless	46988	3/31/2017								
Additional Sampling/Subsurface Investigation	1	12		AKT Peerless	50409	2/28/2018								
Additional Sampling/Subsurface Investigation	1	12		AKT Peerless (Incremental Sampling WP)	51698	6/29/2018								
Additional Sampling/Subsurface Investigation	1	12		AKT Peerless (Incremental Sampling WP)	52377	8/31/2018								
Additional Sampling/Subsurface Investigation	1	12		AKT Peerless (Incremental Sampling WP)	52620	9/30/2018								
Additional Sampling/Subsurface Investigation	1	12		AKT Peerless (Incremental Sampling WP)	52949	10/31/2018								
Additional Sampling/Subsurface Investigation	1	12		AKT Peerless (Incremental Sampling WP)	54829	4/30/2019								
Additional Sampling/Subsurface Investigation	1	12		AKT Peerless (Incremental Sampling WP)	55169	5/31/2019				\$	94,761.91	\$	94,761.91	
Additional Sampling/Subsurface Investigation Subtotal										\$	94,761.91	\$	94,761.91	
Due Care Plans														
Due Care Plans	1	12		AKT Peerless	48959	9/29/2017								
Due Care Plans	1	12		AKT Peerless	50409	2/28/2018								
Due Care Plans	1	12		AKT Peerless	50658	3/31/2018								
Due Care Plans	1	12		AKT Peerless	50993	4/30/2018								
Due Care Plans	1	12		AKT Peerless	51238	5/31/2018								
Due Care Plans	1	12		AKT Peerless	51698	6/29/2018								
Due Care Plans	1	12		AKT Peerless	51936	7/31/2018								
Due Care Plans	1	12		AKT Peerless	52377	8/31/2018								
Due Care Plans	1	12		AKT Peerless	52620	9/30/2018				\$	22,926.71	\$	22,926.71	
Due Care Plans Subtotal										\$	22,926.71	\$	22,926.71	
Stormwater Seals and Gaskets														
Stormwater Seals and Gaskets Subtotal										\$	-	\$	-	
Vapor Mitigation System														
Vapor Mitigation System	1	6		Top Grade (stone base for VMS)	953	6/26/2018								
Vapor Mitigation System	1	6		Top Grade (stone base for VMS)	954	6/26/2018								
Vapor Mitigation System	1	6		Top Grade (stone base for VMS)	964	7/25/2018								
Vapor Mitigation System	1	6		Top Grade (stone base for VMS)	965	7/25/2018								
Vapor Mitigation System	1	6		Top Grade (stone base for VMS)	985	9/14/2018								
Vapor Mitigation System	1	6		Top Grade (stone base for VMS)	986	9/14/2018								
Vapor Mitigation System	1	6		Top Grade (stone base for VMS)	991	10/8/2018								
Vapor Mitigation System	1	6		Top Grade (stone base for VMS)	1013	12/23/2018								
Vapor Mitigation System	1	12		AKT Peerless (design)	50409	2/28/2018								
Vapor Mitigation System	1	12		AKT Peerless (design)	50658	3/31/2018								
Vapor Mitigation System	1	12		AKT Peerless (design)	50993	4/30/2018								
Vapor Mitigation System	1	12		AKT Peerless (design)	51238	5/31/2018								
Vapor Mitigation System	1	12		AKT Peerless (design & sg testing)	51698	6/29/2018								
Vapor Mitigation System	1	12		AKT Peerless (design)	51936	7/31/2018								
Vapor Mitigation System	1	12		AKT Peerless (design)	52377	8/31/2018								
Vapor Mitigation System	1	12		AKT Peerless (design)	53341	11/30/2018								

Reimbursement Review
Draw 1 - Revised
Cost Summary Sheet
ProjectName Redevelopment Project
AKT Peerless Project Number 7510
April 3, 2024

Activity (as Identified in the Project's Act 381 Work Plan)	Req #	Inv Ref	Sub Invoice Description	Invoice Description	Contractor	Invoice No.	Invoice Date	Total Invoice Amount	Draw #	Proof of Payment	State Request	Local Request	State Approval	Local Approval	Notes
Vapor Mitigation System	1	12			AKT Peerless (soil gas testing)	54829	4/30/2019								
Vapor Mitigation System	1	12			AKT Peerless (soil gas testing)	55169	5/31/2019								
Vapor Mitigation System	1	12			AKT Peerless (design & sg testing)	55391	6/30/2019								
Vapor Mitigation System	1	16			Hanes Geo Components	64-562172	6/24/2018								
Vapor Mitigation System	1	16			Hanes Geo Components	64-552857	7/17/2018								
Vapor Mitigation System	1	16			Hanes Geo Components	64-547677	6/25/2018								
Vapor Mitigation System	1	16			Hanes Geo Components	64-584230	12/6/2018								
Vapor Mitigation System	1	18			Mastercraft Plumbing	22634	2/28/2019								
Vapor Mitigation System	1	19			A.R. Brouwer	3144	3/1/2019								
Vapor Mitigation System	1	19			A.R. Brouwer	3156	6/1/2019				\$	87,879.97		\$	87,879.97
Vapor Mitigation System	1	19			A.R. Brouwer	3144	3/1/2019								
Vapor Mitigation System Subtotal											\$	87,879.97		\$	87,879.97
Dewatering	1	8			Enviro Solids	43905	3/29/2018								
Dewatering	1	8			Enviro Solids	43906	3/30/2018								
Dewatering	1	8			Enviro Solids	44132	4/30/2018								
Dewatering	1	8			Enviro Solids	44084	4/19/2018								
Dewatering	1	8			Enviro Solids	44101	4/19/2018								
Dewatering	1	8			Enviro Solids	47991	10/22/2018								
Dewatering	1	9			Adler Tank Rental	4329067	3/31/2018								
Dewatering	1	9			Adler Tank Rental	4331536	4/24/2018								
Dewatering	1	12			AKT Peerless (gw characterization)	50409	2/28/2018								
Dewatering	1	12			AKT Peerless (gw characterization)	50658	3/31/2018								
Dewatering	1	12			AKT Peerless (gw characterization)	50993	4/30/2018								
Dewatering	1	13			Clean Harbors	1002285254	4/9/2018								
Dewatering	1	13			Clean Harbors	1804306095	8/23/2018				\$	16,879.96		\$	16,879.96
Dewatering	1	13			Clean Harbors	1804306095	8/23/2018								
Dewatering Subtotal											\$	16,879.96		\$	16,879.96
Oversight and Project Management related to Due Care															
Oversight and Project Management related to Due Care	1	12			AKT Peerless	50409	2/28/2018								
Oversight and Project Management related to Due Care	1	12			AKT Peerless	50658	3/31/2018								
Oversight and Project Management related to Due Care	1	12			AKT Peerless	50993	4/30/2018								
Oversight and Project Management related to Due Care	1	12			AKT Peerless	51238	5/31/2018								
Oversight and Project Management related to Due Care	1	12			AKT Peerless	51688	6/28/2018								
Oversight and Project Management related to Due Care	1	12			AKT Peerless	51936	7/31/2018								
Oversight and Project Management related to Due Care	1	12			AKT Peerless	52377	8/31/2018								
Oversight and Project Management related to Due Care	1	12			AKT Peerless	52620	9/30/2018								
Oversight and Project Management related to Due Care	1	12			AKT Peerless	52949	10/31/2018								
Oversight and Project Management related to Due Care	1	12			AKT Peerless	53341	11/30/2018								
Oversight and Project Management related to Due Care	1	12			AKT Peerless	53532	12/31/2018								
Oversight and Project Management related to Due Care	1	12			AKT Peerless	53988	1/31/2019								
Oversight and Project Management related to Due Care	1	12			AKT Peerless	54206	2/28/2019								
Oversight and Project Management related to Due Care	1	12			AKT Peerless	54829	4/30/2019				\$	69,730.29		\$	69,730.29
Oversight and Project Management related to Due Care	1	12			AKT Peerless	55391	6/30/2019								
Oversight and Project Management related to Due Care Subtotal											\$	69,730.29		\$	69,730.29
Due Care Activities Subtotal											\$	297,178.84		\$	297,178.84
Response Activities															
Soil Management															
Soil Management	1	2			North American Dismantling	4	7/31/2018								
Soil Management	1	3			North American Dismantling	3	5/31/2018								
Soil Management	1	5			Top Grade	953	6/26/2018								
Soil Management	1	5			Top Grade	954	6/26/2018								
Soil Management	1	5			Top Grade	955	6/26/2018								
Soil Management	1	5			Top Grade	958	7/6/2018								
Soil Management	1	5			Top Grade	959	7/6/2018								
Soil Management	1	5			Top Grade	960	7/6/2018								
Soil Management	1	5			Top Grade	961	7/6/2018								
Soil Management	1	5			Top Grade	962	7/6/2018								
Soil Management	1	5			Top Grade	964	7/25/2018								
Soil Management	1	5			Top Grade	965	7/25/2018								
Soil Management	1	5			Top Grade	966	7/25/2018								
Soil Management	1	5			Top Grade	967	7/25/2018								
Soil Management	1	5			Top Grade	968	7/25/2018								
Soil Management	1	5			Top Grade	979	8/25/2018								
Soil Management	1	5			Top Grade	981	8/29/2018								
Soil Management	1	5			Top Grade	988	9/18/2018								
Soil Management	1	5			Top Grade	991	10/8/2018								
Soil Management	1	5			Top Grade	1003	10/22/2018								
Soil Management	1	5			Top Grade	1013	12/23/2018								
Soil Management	1	5			Top Grade	1024	2/25/2019								
Soil Management	1	5			Top Grade	1031	4/28/2019								
Soil Management	1	7			Advanced Disposal	V10000101777	3/25/2018								
Soil Management	1	7			Advanced Disposal	V10000101821	3/31/2018								

Cost Summary Sheet
ProjectName Redevelopment Project
AKT Peerless Project Number 7510
April 3, 2024

Activity (as Identified in the Project's Act 381 Work Plan)	Req #	Inv.Ref	Sub Invoice Description	Invoice Description	Contractor	Invoice No.	Invoice Date	Total Invoice Amount	Draw #	Proof of Payment	State Request	Local Request	State Approval	Local Approval	Notes
Soil Management	1	7		Advanced Disposal		V1000010239	4/22/2018								
Soil Management	1	7		Advanced Disposal		V10000102735	5/26/2018								
Soil Management	1	7		Advanced Disposal		V10000102613	5/13/2018								
Soil Management	1	7		Advanced Disposal		V10000102504	5/6/2018								
Soil Management	1	7		Advanced Disposal		V10000103915	5/23/2018								
Soil Management	1	7		Advanced Disposal		V10000103634	7/15/2018								
Soil Management	1	7		Advanced Disposal		V10000104280	8/26/2018								
Soil Management	1	7		Advanced Disposal		V10000105152	10/14/2018								
Soil Management	1	7		Advanced Disposal		V10000105358	10/21/2018								
Soil Management	1	7		Advanced Disposal		V10000107097	2/28/2019								
Soil Management	1	12		AKT Peerless (verification sampling)		50993	4/30/2018								
Soil Management	1	12		AKT Peerless (verification sampling)		51238	5/31/2018								
Soil Management	1	12		AKT Peerless (verification sampling)		50658	3/31/2018								
Soil Management	1	12		AKT Peerless (EPA PCB Cleanup Plan)		52949	10/31/2018								
Soil Management	1	12		AKT Peerless (EPA PCB Cleanup Plan)		51341	11/30/2018								
Soil Management	1	20		Great Lakes Fusion		AHP 201830	6/29/2018								
Soil Management	1	21		AR Brouwer		3017	3/31/2018								
Soil Management	1	21		AR Brouwer		3018	4/30/2018								
Soil Management	1	21		AR Brouwer		3019	5/31/2018								
Soil Management	1	21		AR Brouwer		3020	6/30/2018								
Soil Management	1	21		AR Brouwer		3034	7/31/2018								
Soil Management	1	21		AR Brouwer		3035	8/31/2018								
Soil Management	1	21		AR Brouwer		3036	9/30/2018								
Soil Management	1	21		AR Brouwer		3037	10/31/2018								
Soil Management	1	21		AR Brouwer		3051	1/1/2019								
Soil Management	1	21		AR Brouwer		3096	3/30/2019								
Soil Management	1	21		AR Brouwer		3164	4/30/2019								
Soil Management	1	21		AR Brouwer		3165	5/31/2019								
Soil Management	1	21		AR Brouwer		3166	6/28/2019				\$	636,383.26	\$	636,383.26	
Soil Management Subtotal											\$	636,383.26	\$	-	
													\$	636,383.26	

Activity (as Identified in the Project's Act 381 Work Plan)	Req #	Inv.Ref	Sub Invoice Description	Invoice Description	Contractor	Invoice No.	Invoice Date	Total Invoice Amount	Draw #	Proof of Payment	State Request	Local Request	State Approval	Local Approval	Notes
Lead & Asbestos															
		4			Environmental Engineers	14190	2/22/2018								
		4			Environmental Engineers	14389	5/11/2018								
		4			Environmental Engineers	14432	6/4/2018								
		12			AKT Peerless	31118	5/30/2012								
		12			AKT Peerless	39130	5/31/2015								
		12			AKT Peerless	39549	6/30/2015				\$	32,380.00	\$	32,380.00	
															Moved to contingency
Lead & Asbestos Subtotal												\$	32,380.00	\$	17,870.00
Site Preparation															
Site Preparation Subtotal															
Eligible Infrastructure Improvements															
Eligible Infrastructure Improvements Subtotal															
Preparation of Brownfield Plan and Act 381 Work Plan															
Brownfield Plan Preparation	1	12			AKT Peerless	42085	3/29/2016								
Brownfield Plan Preparation	1	12			AKT Peerless	42426	3/31/2016								
Brownfield Plan Preparation	1	12			AKT Peerless	43701	6/30/2016								
Brownfield Plan Preparation	1	12			AKT Peerless	44023	7/31/2016				\$	4,860.00	\$	4,860.00	
Brownfield Plan & Act 381 Work Plan Preparation	1	12			AKT Peerless	41837	3/31/2016								
Brownfield Plan & Act 381 Work Plan Preparation	1	12			AKT Peerless	43074	5/31/2016								
Brownfield Plan & Act 381 Work Plan Preparation	1	12			AKT Peerless	44507	8/31/2016								
Brownfield Plan & Act 381 Work Plan Preparation	1	12			AKT Peerless	44911	10/30/2016								
Brownfield Plan & Act 381 Work Plan Preparation	1	12			AKT Peerless	45297	10/31/2016								
Brownfield Plan & Act 381 Work Plan Preparation	1	12			AKT Peerless	45704	11/30/2016								
Brownfield Plan & Act 381 Work Plan Preparation	1	12			AKT Peerless	46026	12/31/2016								
Brownfield Plan & Act 381 Work Plan Preparation	1	12			AKT Peerless	46486	2/28/2017								
Brownfield Plan & Act 381 Work Plan Preparation	1	12			AKT Peerless	47210	4/30/2017								
Brownfield Plan & Act 381 Work Plan Preparation	1	12			AKT Peerless	50409	2/28/2018				\$	25,000.00	\$	25,000.00	
Preparation Subtotal												\$	25,000.00	\$	4,860.00
Implementation of Brownfield Plan and Act 381 Work Plan															
Implementation Subtotal															
Contingency															
Building & Site Demolition											\$	46,436.00	\$	46,436.00	Contingency
Lead & Asbestos											\$	14,510.00	\$	14,510.00	Contingency
Contingency Subtotal												\$	60,946.00	\$	60,946.00
Total												\$	1,012,092.10	\$	540,585.38

Appendix B

Revised Request #2 Detailed Accounting

Total Invoice Amounts, by Eligible Activity Category (this Submittal sheet only)					
Developer Reimbursement Request Summary Table		State Request	Local Request	State Approval	Local Approval
Pre-Approved Activities	\$	\$	\$	\$	\$
Due Care Compliance Activities	\$	89,580.64	\$	89,580.64	\$
Response Activities	\$	153,778.95	\$	152,316.74	\$
Environmental Insurance	\$	\$	\$	\$	\$
TOTAL ENVIRONMENTAL ELIGIBLE ACTIVITIES	\$	243,359.59	\$	241,897.38	\$
Demolition	\$	\$	\$	\$	\$
Lead and Asbestos Activities	\$	\$	\$	\$	\$
Site Preparation Activities	\$	\$	\$	\$	\$
Eligible Infrastructure Improvement Activities	\$	\$	\$	\$	\$
TOTAL NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES	\$	\$	\$	\$	\$
Total Environmental and Non-Environmental Eligible Activities	\$	243,359.59	\$	241,897.38	\$
\$ Contingency on Eligible Activities	\$	\$	\$	1,462.21	\$
Brownfield Plan & Act 381 WP Preparation	\$	\$	\$	\$	\$
Brownfield Plan & Act 381 WP Implementation	\$	\$	\$	\$	\$
Grand Total	\$	243,359.59	\$	243,359.59	\$

see comment on "Notes" cell

Activity (as Identified in the Project's Act 381 Work Plan)	Req #	Inv. Ref	Sub Invoice Description	Invoice Description	Contractor	Invoice No.	Invoice Date	Total Invoice Amount	Draw #	Proof of Payment	State Request	Local Request	State Approval	Local Approval	Notes
Oversight and Project Management related to Due Care															
Oversight and Project Management related to Due Care	2	9			AKT Peerless	55675	7/31/2019	\$ 3,975.41		Waiver	\$ 1,508.75		\$ 1,508.75		
Oversight and Project Management related to Due Care	2	9			AKT Peerless	56088	8/31/2019	\$ 2,260.00		Waiver	\$ 2,140.00		\$ 2,140.00		
Oversight and Project Management related to Due Care	2	9			AKT Peerless	56463	9/30/2019	\$ 1,847.30		Waiver	\$ 1,847.30		\$ 1,847.30		
Oversight and Project Management related to Due Care	2	9			AKT Peerless	56841	10/31/2019	\$ 1,965.00		Waiver	\$ 1,775.00		\$ 1,775.00		
Oversight and Project Management related to Due Care	2	9			AKT Peerless	57100	11/30/2019	\$ 2,230.00		Waiver	\$ 160.00		\$ 160.00		
Oversight and Project Management related to Due Care	2	9			AKT Peerless	57504	12/31/2019	\$ 564.33		Waiver	\$ 344.33		\$ 344.33		
Oversight and Project Management related to Due Care	2	9			AKT Peerless	58104	2/29/2020	\$ 5,296.50		Waiver	\$ 905.00		\$ 905.00		
Oversight and Project Management related to Due Care	2	9			AKT Peerless	58607	4/30/2020	\$ 2,550.67		Waiver	\$ 157.50		\$ 157.50		
Oversight and Project Management related to Due Care	2	9			AKT Peerless	58925	5/31/2020	\$ 2,022.50		Waiver	\$ 1,220.00		\$ 1,220.00		
Oversight and Project Management related to Due Care	2	9			AKT Peerless	59496	7/31/2020	\$ 3,186.50		Waiver	\$ 1,305.00		\$ 1,305.00		
Oversight and Project Management related to Due Care	2	9			AKT Peerless	60638	12/31/2020	\$ 2,207.50		Waiver	\$ 292.50		\$ 292.50		
Oversight and Project Management related to Due Care Subtotal											\$ 11,655.39		\$ 11,655.39		
Due Care Activities Subtotal											\$ 89,580.64		\$ 89,580.64		
Response Activities															
Soil Management															
Soil Management	2	3			Top Grade Excavating (Site Earthwork)	1079	10/22/2019	\$ 8,780.00		Waiver	\$ 8,780.00		\$ 8,780.00		
Soil Management	2	3			Top Grade Excavating (Site Earthwork)	1083	10/29/2019	\$ 6,840.00		Waiver	\$ 6,840.00		\$ 6,840.00		
Soil Management	2	4			Advanced Disposal (Landfill)	V10000110850	10/20/2019	\$ 4,749.24		Waiver	\$ 4,749.24		\$ 4,749.24		
Soil Management	2	4			Advanced Disposal (Landfill)	V10000113443	5/10/2020	\$ 7,123.88		Waiver	\$ 7,123.88		\$ 7,123.88		
Soil Management	2	4			Advanced Disposal (Landfill)	V10000114649	7/31/2020	\$ 9,125.47		Waiver	\$ 9,125.47		\$ 9,125.47		
Soil Management	2	3			Top Grade Excavating (Site Earthwork)	1092	5/19/2020	\$ 7,105.00		Waiver	\$ 7,105.00		\$ 7,105.00		
Soil Management	2	3			Top Grade Excavating (Site Earthwork)	1091	5/19/2020	\$ 11,130.00		Waiver	\$ 11,130.00		\$ 11,130.00		
Soil Management	2	3			Top Grade Excavating (Site Earthwork)	1100	6/23/2020	\$ 25,242.50		Waiver	\$ 25,242.50		\$ 25,242.50		
Soil Management	2	3			Top Grade Excavating (Site Earthwork)	1111	7/30/2020	\$ 11,349.00		Waiver	\$ 11,349.00		\$ 11,349.00		
Soil Management	2	3			Top Grade Excavating (Site Earthwork)	1126	10/1/2020	\$ 11,700.00		Waiver	\$ 11,700.00		\$ 11,700.00		
Soil Management	2	3			Top Grade Excavating (Site Earthwork)	1142	12/1/2020	\$ 6,620.00		Waiver	\$ 6,620.00		\$ 6,620.00		
Soil Management	2	3			Top Grade Excavating (Site Earthwork)	1122	9/27/2020	\$ 8,840.00		Waiver	\$ 8,840.00		\$ 8,840.00		
Soil Management	2	3			Top Grade Excavating (Site Earthwork)	1147	12/23/20	\$ 29,895.00		Waiver	\$ 29,895.00		\$ 29,895.00		
Soil Management	2	4			GLF Environmental - Advanced Disposal (Landfill)	UX0000116297	12/31/2020	\$ 5,278.86		Waiver	\$ 5,278.86		\$ 5,278.86		
Soil Management Subtotal											\$ 153,778.95		\$ 152,316.74		Move to Contingency for calculations
Excavation (Basements & Large Pond)															
Excavation (Basements & Large Pond) Subtotal															
Backfill & Compaction															
Backfill & Compaction Subtotal															
Field Oversight, Documentation & Reporting															
Field Oversight, Documentation & Reporting Subtotal															
Response Activities Subtotal											\$ 153,778.95	\$ -	\$ 152,316.74	\$ -	
Environmental Insurance															
Environmental Insurance Subtotal															
HSF Non-Environmental Eligible Activities															
Demolition															
Demolition Subtotal															
Lead & Asbestos															
Lead & Asbestos Subtotal															
Site Preparation															
Site Preparation Subtotal															
Eligible Infrastructure Improvements															
Eligible Infrastructure Improvements Subtotal															
Preparation of Brownfield Plan and Act 381 Work Plan															
Preparation Subtotal											\$ -	\$ -	\$ -	\$ -	
Implementation of Brownfield Plan and Act 381 Work Plan															
Implementation Subtotal															
Contingency															
Soil Management													\$1,462.21		Contingency
Contingency Subtotal											\$ -	\$ -	\$ 1,462.21	\$ -	

Activity (as identified in the Project's Act 381 Work Plan)	Req #	Inv Ref	Sub Invoice Description	Invoice Description	Contractor	Invoice No.	Invoice Date	Total Invoice Amount	Draw #	Proof of Payment	State Request	Local Request	State Approval	Local Approval	Notes
Total											\$ 243,359.59		\$ 243,359.59	\$ -	

Appendix C

Developer Reimbursement Request Cost Summary Table

Developer Reimbursement Request Cost Summary Table

Grandview Commons
AKT Peerless Project No. 7510f
As of April 3, 2024

<i>Developer Reimbursement Request Summary Table</i>	Total Approved Cost of Eligible Activity Brownfield Plan	EGLE TIF	Local-Only TIF	Local-Only to be Considered by WCBRA	Total Approved from WP & BfP	STATE Actual TIF (Invoice Sum) EAs Cost	LOCAL-ONLY Actual TIF (Invoice Sum) EAs Cost	STATE Remaining TIF from Total Approved WP & BfP	LOCAL-ONLY Remaining TIF from Total Approved WP & BfP	Remaining TIF from Total Approved WP & BfP
Pre-Approved Activities	\$ 57,355	\$ 57,355		\$ -	\$ 57,355	\$ 53,530.00	\$ -	\$ 3,825.00	\$ -	\$ 3,825.00
Due Care Compliance Activities	\$ 1,173,080	\$ 613,180		\$ 559,900	\$ 613,180	\$ 553,223.95	\$ -	\$ 59,956.05	\$ -	\$ 59,956.05
Response Activities	\$ 456,015	\$ 788,700	\$ 161,515	\$ (494,200)	\$ 950,215	\$ 788,700.00	\$ 161,515.00	\$ -	\$ -	\$ -
TOTAL ENVIRONMENTAL ELIGIBLE ACTIVITIES	\$ 1,686,450	\$ 1,459,235	\$ 161,515	\$ 65,700	\$ 1,620,750	\$ 1,395,453.95	\$ 161,515.00	\$ 63,781.05	\$ -	\$ 63,781.05
Demolition	\$ 303,800		\$ 303,800	\$ -	\$ 303,800	\$ -	\$ 303,800.00	\$ -	\$ -	\$ -
Lead and Asbestos Activities	\$ 17,870		\$ 17,870	\$ -	\$ 17,870	\$ -	\$ 17,870.00	\$ -	\$ -	\$ -
TOTAL NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES	\$ 321,670	\$ -	\$ 321,670	\$ -	\$ 321,670	\$ -	\$ 321,670.00	\$ -	\$ -	\$ -
Total Environmental and Non-Environmental Eligible Activities	\$ 2,008,120	\$ 1,459,235	\$ 483,185	\$ 65,700	\$ 1,942,420	\$ 1,395,453.95	\$ 483,185.00	\$ 63,781.05	\$ -	\$ 63,781.05
15% Contingency on Eligible Activities	\$ 291,115	\$ 202,782	\$ 72,478	\$ 15,855	\$ 275,260	\$ 72,002.45	\$ 63,865.38	\$ 130,779.55	\$ 8,612.37	\$ 139,391.92
Brownfield Plan & Act 381 WP Preparation	\$ 30,000	\$ 25,000	\$ 5,000	\$ -	\$ 30,000	\$ 25,000.00	\$ 4,860.00	\$ -	\$ 140.00	\$ 140.00
Grand Total	\$ 2,329,235	\$ 1,687,017	\$ 560,663	\$ 81,555	\$ 2,247,680	\$ 1,492,456.40	\$ 551,910.38	\$ 194,560.60	\$ 8,752.37	\$ 203,312.97

Appendix D

Detailed Accounting of Eligible Expenses Request #3

2024 Reimbursement Tracking

0
0
Draw Request #3
Received ->>

Total Invoice Amounts, by Eligible Activity Category (this Submittal sheet only)				
Developer Reimbursement Request Summary Table	State Request	Local Request	State Approval	Local Approval
Pre-Approved Activities	\$	\$	\$	\$
Due Care Compliance Activities	\$ 166,464.47	\$	\$ 166,464.47	\$
Response Activities	\$ 70,540.24	\$ 11,325.00	\$ (0.00)	\$ 8,405.62
Environmental Insurance	\$	\$	\$	\$
TOTAL ENVIRONMENTAL ELIGIBLE ACTIVITIES	\$ 237,004.71	\$ 11,325.00	\$ 166,464.47	\$ 8,405.62
Demolition	\$	\$	\$	\$
Lead and Asbestos Activities	\$	\$	\$	\$
Site Preparation Activities	\$	\$	\$	\$
Eligible Infrastructure Improvement Activities	\$	\$	\$	\$
TOTAL NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES	\$	\$	\$	\$
Total Environmental and Non-Environmental Eligible Activities	\$ 237,004.71	\$ 11,325.00	\$ 166,464.47	\$ 8,405.62
15% Contingency on Eligible Activities	\$	\$	\$	\$ 2,919.38
Brownfield Plan & Act 381 WP Preparation	\$	\$	\$	\$
Brownfield Plan & Act 381 WP Implementation	\$	\$	\$	\$
Grand Total	\$ 237,004.71	\$ 11,325.00	\$ 237,004.71	\$ 11,325.00

												REQUESTED		APPROVED		see comment on "Notes" cell
Activity (as Identified in the Project's Act 381 Work Plan)	Req #	Inv.Ref	Sub Invoice Description	Invoice Description	Contractor	Invoice No.	Invoice Date	Total Invoice Amount	Draw #	Proof of Payment		State Request	Local Request	State Approval	Local Approval	Notes
100% Environmental Eligible Activities																
Pre-Approved Activities																
Predevelopment Activities Subtotal												\$	-	\$	-	
Due Care Activities																
Site-Specific Health and Safety Plan																
Site-Specific Health and Safety Plan Subtotal												\$	-	\$	-	
Additional Sampling/Subsurface Investigation																
Additional Sampling/Subsurface Investigation	3	10	Incremental Sampling	Environmental Engineering	AKT Peerless	62972	7/31/2021	\$ 2,455.00	23	Waiver	\$	2,095.00		\$	2,095.00	
Additional Sampling/Subsurface Investigation	3	10	Incremental Sampling	Environmental Engineering	AKT Peerless	63600	9/30/2021	\$ 7,522.79	23	Waiver	\$	3,110.80		\$	3,110.80	
Additional Sampling/Subsurface Investigation			Incremental Sampling		AKT Peerless	71744	7/11/2023	\$ 10,744.00		Add Inv	AR Ledger	\$	667.50		\$	667.50
Additional Sampling/Subsurface Investigation			Incremental Sampling		AKT Peerless	73913	11/30/2023	\$ 10,642.50		Add Inv	AR Ledger	\$	4,730.00		\$	4,730.00
Additional Sampling/Subsurface Investigation Subtotal												\$	10,603.30		\$	10,603.30
Due Care Plans																
Due Care Plans			Documentation of Due Care Compliance		AKT Peerless	71744	7/11/2023	\$ 10,744.00	Add Inv	AR Ledger	\$	2,657.50		\$	2,657.50	
Due Care Plans			Documentation of Due Care Compliance		AKT Peerless	73913	11/30/2023	\$ 10,642.50	Add Inv	AR Ledger	\$	1,600.00		\$	1,600.00	
Due Care Plans Subtotal												\$	4,257.50		\$	4,257.50
Stormwater Seals and Gaskets																
Stormwater Seals and Gaskets Subtotal												\$	-		\$	-
Vapor Mitigation System																
Vapor Mitigation System	3	16		Radon Mitigation Lines	Mastercraft Plumbing Inc	26270	4/19/21	\$ 3,995.00	22	Waiver	\$	3,995.00		\$	3,995.00	
Vapor Mitigation System	3	18		Installation of Radon Fans	Mid-Michigan Cabinet & Trim	201	3/2/21	\$ 95.00	22	Waiver	\$	95.00		\$	95.00	
Vapor Mitigation System	3	20		Site Supervision & Project Mgmt	A.R. Browner Co. LLC	3781	2/1/22	\$ 2,135.00	22	Waiver	\$	2,135.00		\$	2,135.00	
Vapor Mitigation System	3	10	VMS Quarterly Monitoring and Reporting	Environmental Engineering	AKT Peerless	61728	3/31/2021	\$ 3,436.00	23	Waiver	\$	1,668.50		\$	1,668.50	
Vapor Mitigation System	3	10	VMS Quarterly Monitoring and Reporting	Environmental Engineering	AKT Peerless	62044	4/30/2021	\$ 1,866.25	23	Waiver	\$	1,506.25		\$	1,506.25	
Vapor Mitigation System	3	10	VMS Quarterly Monitoring and Reporting	Environmental Engineering	AKT Peerless	62972	7/31/2021	\$ 2,455.00	23	Waiver	\$	360.00		\$	360.00	
Vapor Mitigation System	3	10	VMS Quarterly Monitoring and Reporting	Environmental Engineering	AKT Peerless	63600	9/30/2021	\$ 7,522.79	23	Waiver	\$	475.81		\$	475.81	
Vapor Mitigation System	3	10	VMS Quarterly Monitoring and Reporting	Environmental Engineering	AKT Peerless	63925	10/31/2021	\$ 732.50	23	Waiver	\$	732.50		\$	732.50	
Vapor Mitigation System	3	14		Vapor Mitigation Materials	AR Browner-Hanes GEO	3188	4/45/2	\$ 703.42	23	Waiver	\$	703.42		\$	703.42	
Vapor Mitigation System	3	16		Radon Mitigation Lines	Mastercraft Plumbing Inc	27352	4/45/7	\$ 2,144.50	23	Waiver	\$	2,144.50		\$	2,144.50	
Vapor Mitigation System																
Vapor Mitigation System	3	3	Excavation: cut down garage floors and placed 6A stone for mitigation for building #13	Vapor Mitigation Materials	Top Grade Excavating	1215	4/24/2022	\$ 6,548.00	24	Waiver	\$	6,548.00		\$	6,548.00	
Vapor Mitigation System	3	3	Excavation of basement for building #17 machines and labor	Vapor Mitigation Materials	Top Grade Excavating	1221	5/6/2022	\$ 12,115.00	24	Waiver	\$	12,115.00		\$	12,115.00	
Vapor Mitigation System	3	3	Excavation - loaded and haul out of spoils and machines Grand View	Vapor Mitigation Materials	Top Grade Excavating	1223	5/6/2022	\$ 20,945.00	24	Waiver	\$	20,945.00		\$	20,945.00	
Vapor Mitigation System	3	10	Vapor Mitigation System	Environmental Engineering	AKT Peerless	61274	2/28/2022	\$ 4,653.25	24	Waiver	\$	4,653.25		\$	4,653.25	
Vapor Mitigation System	3	10	Vapor Mitigation System	Environmental Engineering	AKT Peerless	65559	3/31/2022	\$ 4,129.30	24	Waiver	\$	4,129.30		\$	4,129.30	
Vapor Mitigation System	3	16	Mitigation system: Grandview building 12	Radon Mitigation Lines	Mastercraft Plumbing Inc	27786	4/46/6	\$ 7,905.00	24	Waiver	\$	7,905.00		\$	7,905.00	
Vapor Mitigation System	3	16	Grandview building 2: Mitigation	Radon Mitigation Lines	Mastercraft Plumbing Inc	27787	4/46/6	\$ 6,950.00	24	Waiver	\$	6,950.00		\$	6,950.00	
Vapor Mitigation System	3	17		Radon Fan Kits - Inlettec / Active Vent.	A.R. Browner Co. LLC (credit	3859	4/46/6	\$ 17,385.46	24	Waiver	\$	5,776.00		\$	5,776.00	
Vapor Mitigation System	3	20		Site Supervision & Project Mgmt	A.R. Browner Co. LLC	3859	4/46/6	\$ 17,385.46	24	Waiver	\$	11,669.46		\$	11,669.46	
Vapor Mitigation System	3	3	Excavation - place 6A stone in basement, labor and slinger. Building #17	Vapor Mitigation Materials	Top Grade Excavating	1234	7/5/2022	\$ 6,975.00	25	Waiver	\$	6,975.00		\$	6,975.00	
Vapor Mitigation System																
Vapor Mitigation System	3	3	July 26 - building #17 machines, labor, and fabric to cover peastone, backfill garages for footings July 28 - building #17 finish backfill for garage footings, machines and labor	Vapor Mitigation Materials	Top Grade Excavating	1242	8/1/2022	\$ 3,325.00	25	Waiver	\$	3,325.00		\$	3,325.00	
Vapor Mitigation System																
Vapor Mitigation System	3	3	Materials, machines, and labor	Site Earthwork	Top Grade Excavating	1251	8/25/2022	\$ 2,035.00	25	Waiver	\$	2,035.00		\$	2,035.00	
Vapor Mitigation System	3	10	Vapor Mitigation System	Environmental Engineering	AKT Peerless	65984	4/30/2022	\$ 2,200.00	25	Waiver	\$	2,200.00		\$	2,200.00	
Vapor Mitigation System	3	10	Vapor Mitigation System	Environmental Engineering	AKT Peerless	66676	6/30/2022	\$ 2,003.37	25	Waiver	\$	2,003.37		\$	2,003.37	
Vapor Mitigation System	3	16	Mitigation B-17: Garages; Inc coring	Radon Mitigation Lines	Mastercraft Plumbing Inc	28265	4/47/9	\$ 2,295.00	25	Waiver	\$	2,295.00		\$	2,295.00	
Vapor Mitigation System	3	16	Building 17 : Underground mitigation	Radon Mitigation Lines	Mastercraft Plumbing Inc	28068	4/47/8	\$ 1,975.00	25	Waiver	\$	1,975.00		\$	1,975.00	
Vapor Mitigation System	3	12	VMS Quarterly Monitoring and Reporting	Environmental Engineering	AKT Peerless	69040	12/31/2022	\$ 5,213.47	26	Waiver	\$	5,213.47		\$	5,213.47	
Vapor Mitigation System	3	16		Vapor Mitigation Materials	AR Browner-Hanes GEO	64-070905	4/47/8	\$ 349.80	26	Waiver	\$	349.80		\$	349.80	
Vapor Mitigation System	3	17		Radon Fan Kits - Inlettec / Active Vent.	A.R. Browner Co. LLC (credit	4092	4/49/5	\$ 767.47	26	Waiver	\$	767.47		\$	767.47	
Vapor Mitigation System	3	18		Radon Mitigation Lines	Mastercraft Plumbing Inc	28714	4/49/5	\$ 6,695.00	26	Waiver	\$	6,695.00		\$	6,695.00	
Vapor Mitigation System	3	22		Site Supervision & Project Mgmt	A.R. Browner Co. LLC	4092	4/49/5	\$ 4,000.00	26	Waiver	\$	4,000.00		\$	4,000.00	
Vapor Mitigation System	3	N/A	VMS Quarterly Monitoring and Reporting		AKT Peerless	71744	45118	\$ 10,744.00	Add Inv	AR Ledger	\$	6,546.75		\$	6,546.75	
Vapor Mitigation System	3	N/A	VMS Quarterly Monitoring and Reporting		AKT Peerless	73913	42680	\$ 10,642.50	Add Inv	AR Ledger	\$	4,312.50		\$	4,312.50	
Vapor Mitigation System Subtotal												\$	141,159.36		\$	141,159.36

Activity (as Identified in the Project's Act 381 Work Plan)	Req #	Inv Ref	Sub Invoice Description	Invoice Description	Contractor	Invoice No.	Invoice Date	Total Invoice Amount	Draw #	Proof of Payment	State Request	Local Request	State Approval	Local Approval	Notes
Dewatering Subtotal											\$ -		\$ -		
Oversight and Project Management related to Due Care															
Oversight and Project Management related to Due Care	3	10	Remediation Oversight	Environmental Engineering	AKT Peerless	61728	3/31/2021	\$ 3,436.00	23	Waiver	\$ 360.00		\$ 360.00		
Oversight and Project Management related to Due Care	3	10	Brownfield Plan Implementation	Environmental Engineering	AKT Peerless	61728	3/31/2021	\$ 3,436.00	23	Waiver	\$ 1,407.50		\$ 1,407.50		
Oversight and Project Management related to Due Care	3	10	Brownfield Plan Implementation	Environmental Engineering	AKT Peerless	62014	4/30/2021	\$ 1,866.25	23	Waiver	\$ 360.00		\$ 360.00		
Oversight and Project Management related to Due Care	3	10	Remediation Oversight	Environmental Engineering	AKT Peerless	63600	9/30/2021	\$ 7,522.79	23	Waiver	\$ 3,936.18		\$ 3,936.18		
Oversight and Project Management related to Due Care	3	10	Remediation Oversight	Environmental Engineering	AKT Peerless	65984	4/30/2022	\$ 2,036.75	25	Waiver	\$ 2,036.75		\$ 2,036.75		
Oversight and Project Management related to Due Care	3	10	Remediation Oversight	Environmental Engineering	AKT Peerless	66219	5/31/2022	\$ 928.88	25	Waiver	\$ 928.88		\$ 928.88		
Oversight and Project Management related to Due Care	3	12	Remediation Oversight	Environmental Engineering	AKT Peerless	69040	12/31/2022	\$ 550.00	26	Waiver	\$ 550.00		\$ 550.00		
Oversight and Project Management related to Due Care	3	12	Brownfield Plan Implementation	Environmental Engineering	AKT Peerless	69040	12/31/2022	\$ 540.00	26	Waiver	\$ 540.00		\$ 540.00		
Oversight and Project Management related to Due Care		N/A	Remediation Oversight		AKT Peerless	71744	7/11/2023	\$ 10,744.00	Add Inv	AR Ledger	\$ 27.50		\$ 27.50		
Oversight and Project Management related to Due Care		N/A	Brownfield Plan Implementation		AKT Peerless	71744	7/11/2023	\$ 10,744.00	Add Inv	AR Ledger	\$ 297.50		\$ 297.50		
													\$ -		
													\$ -		
Oversight and Project Management related to Due Care Subtotal											\$ 10,444.31		\$ 10,444.31		
Due Care Activities Subtotal											\$ 166,464.47		\$ 166,464.47		
Response Activities															
Soil Management															
Soil Management	3	3		Site Earthwork	Top Grade Excavating	1176	8/10/2021	\$ 10,645.00	22	Waiver	\$ 10,645.00		\$ 10,645.00		
Soil Management	3	5		Landfill	GFL Environmental	UX0000118601	8/15/2021	\$ 6,608.81	22	Waiver	\$ 6,608.80		\$ 6,608.80		
Soil Management	3	3		Site Earthwork	Top Grade Excavating	1207	1/11/2022	\$ 8,500.00	23	Waiver	\$ 8,500.00		\$ 8,500.00		
Soil Management	3	5		Landfill	GFL Environmental	UX0000120454	4/30/2022	\$ 16,204.07	24	Waiver	\$ 16,204.07		\$ 16,204.07		
Soil Management	3	5		Landfill	GFL Environmental	UX0000120633	5/15/2022	\$ 3,537.45	24	Waiver	\$ 3,537.45		\$ 3,537.45		
Soil Management	3	3	Excavation : Loaded and haul out contaminated material. Machines and labor	Site Earthwork	Top Grade Excavating	1274	12/28/2022	\$ 13,100.00	26	Waiver	\$ 13,100.00		\$ 13,100.00		
Soil Management	3	7		Landfill	GFL Environmental	UX0000123187	12/31/2022	\$ 11,944.92	26	Waiver	\$ 11,944.92		\$ 11,944.92		
													\$ -70,540.24		Moved to Contingency
Soil Management Subtotal											\$ 70,540.24		\$ (0.00)		
Excavation (Basements & Large Pond)															
Excavation	3	3	June 23 - re-grade building #17 Jeff Lovlands basement floor, grade spoils left after footings. Excavation work for June Building #17 Dug out full height walls for garage and porch on west side. June 17- building #17 backfill wall on eastside for porch piers	Site Earthwork	Top Grade Excavating	1229	6/24/2022	\$ 450.00	25	Waiver	\$ 450.00	\$ 450.00	\$ -	\$ 450.00	
Excavation	3	3		Site Earthwork	Top Grade Excavating	1230	6/24/2022	\$ 2,225.00	25	Waiver	\$ 2,225.00	\$ 2,225.00	\$ -	\$ 2,225.00	
Excavation	3	3		Site Earthwork	Top Grade Excavating	1233	6/24/2022	\$ 810.00	25	Waiver	\$ 810.00	\$ 810.00	\$ -	\$ 810.00	
Vapor Mitigation System	3	3	Excavation work on building #17 - backfill, machines, material and labor. Cut down for helical piers in garage	Vapor Mitigation Materials	Top Grade Excavating	1240	7/25/2022	\$ 7,840.00	25	Waiver	\$ 7,840.00	\$ 7,840.00	\$ -	\$ 7,840.00	
													-2,919.38		Moved to Contingency
Excavation (Basements & Large Pond) Subtotal											\$ 11,325.00		\$ 8,405.62		
Backfill & Compaction															
													\$ -		
Backfill & Compaction Subtotal											\$ -		\$ -		
Field Oversight, Documentation & Reporting															
													\$ -		
Field Oversight, Documentation & Reporting Subtotal											\$ -		\$ -		
Response Activities Subtotal											\$ 70,540.24	\$ 11,325.00	\$ (0.00)	\$ 8,405.62	
Environmental Insurance															
Environmental Insurance Subtotal															
MSF Non-Environmental Eligible Activities															
Demolition															
Demolition Subtotal											\$ -		\$ -		
Lead & Asbestos															
Lead & Asbestos Subtotal											\$ -		\$ -		
Site Preparation															
Site Preparation Subtotal															
Eligible Infrastructure Improvements															
Eligible Infrastructure Improvements Subtotal															
Preparation of Brownfield Plan and Act 381 Work Plan															
Preparation Subtotal											\$ -	\$ -	\$ -	\$ -	
Implementation of Brownfield Plan and Act 381 Work Plan															
Implementation Subtotal															
Contingency															
Soil Management													\$ 70,540.24	\$ 2,919.38	Contingency
Contingency Subtotal													\$ 70,540.24	\$ 2,919.38	
Total											\$ -	\$ -	\$ 70,540.24	\$ 2,919.38	
											\$ 237,004.71	\$ 237,004.71	\$ 11,325.00		

Appendix E

Detailed Eligible Expense Documentation

	Developer Reimbursement Complete																			
Project	Maple Shoppes	Zingerman's	Arbor Hills	618 S. Main	544 Detroit	Water Street	Kingsley Condos - 221 Felch	Grand View Commons- Dexter	1140 Broadway-A2	Thompson Block	309 N. Ashley	Broadway Park- Roxbury	Maple Oaks-Saline	Rockwell Building Chelsea	4025 Packard Road	303 N. Fifth/312- 314 Detroit	3874 Research Park Drive/Sartorius	Village of Ann Arbor	300 N. Zeeb	
Project Parameters																				
*Brownfield Plan - Total Approved Elig Activities	\$ 1,209,027.00	\$ 1,233,937.00	\$ 5,400,000.00	\$ 4,628,636.00	\$ 698,773.00	\$ 22,874,634.00	\$ 5,109,420.00	\$ 3,370,613.00	\$ 13,159,069.00	\$ 1,651,241.00	\$ 2,739,022.00		\$ 781,957.00							
Brownfield Plan - Maximum Developer Reimbursement	\$ 1,010,042.00		\$ 5,400,000.00				\$ 4,000,000.00	\$ 2,799,046.00	\$ 10,894,465.00	\$ 1,332,613.00	\$ 2,039,022.00		\$ 550,000.00							
Actual Approved Eligible Activity Expenses	\$ 1,010,042.00	\$ 600,218.85	\$ 4,384,556.00	\$ 2,726,826.00	\$ 383,368.00		\$ 4,000,000.00	\$ 1,796,038.00	\$ 8,733,951.26	\$ 975,696.00	\$ 1,876,130.05		\$ 176,469.06							
Approved Eligible Activity Expense Reimbursed to Date	\$ 876,127.54	\$ 358,192.95	\$ 4,384,556.00	\$ 2,469,687.11	\$ 238,435.12		\$ 3,689,461.06	\$ 748,965.32	\$ 6,464,976.59	\$ 35,264.98	\$ 568,797.87		\$ 102,397.50							
Remaining Approved Eligible Activity Expenses	\$ 133,914.46	\$ 242,025.90	\$ -	\$ 257,138.89	\$ 144,932.88	\$ -	\$ 310,538.94	\$ 1,047,072.68	\$ 2,268,974.67	\$ 940,431.02	\$ 1,307,332.18	\$ -	\$ 74,071.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
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	\$ -		\$ -	\$ -	\$ -	\$ 0.50	\$ 217,216.78	\$ 0.01		\$ (1,914.00)	\$ -	\$ 6,285.77	\$ 56,900.01	\$ 123,324.75						
TOTAL 2024 REVENUES																				
Application Fee	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -							
Interest Revenue*																				
TIF Revenue/Capture																				
Total Revenues	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
2024 EXPENDITURES																				
Certified Expense Reimbursement													\$ -							
Administrative Fee Transfer													\$ -	\$ -	\$ -					
LBRF Revenue or Deposit	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -								
State of MI Brownfield Fund (Approved after 2014)																				
Total Expenditures	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Misc Refund																				
Current Brownfield Account Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0.50	\$ 217,216.78	\$ -	\$ 0.01	\$ -	\$ (1,914.00)	\$ -	\$ 6,285.77	\$ 56,900.01	\$ -	\$ -	\$ -	\$ 123,324.75	\$ -	
* Includes Admin and LBRF Funds																				
Total of all 204 CY TIF Reimburse Transfers	\$ -																			
Total 2024 CY LBRF Capture	\$ -																			
Total 2023 CY LBRF CAPTURE	\$ 211,548.00																			
Total of all CY 2024 Admin Transfers (from 23 tax year)	\$ -																			
Total of 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 12-31-23																		
Total of all CY 2014 Admin Transfers	\$ 87,198.19	LBRF Interest earned since 2017 as of 12-31-23 (inc. in bal. below)																		
2022 LBRF Capture Running Current Yr Total	\$ -	LBRF Balance as of 12-31-23																		

TRANSACTION APPROVALS REQUESTED

PROJECT	Current Capture	2023 Grand Total Capture	2023 Admin Calcs	2023 LBRF Capture	Developer Reimbursement
4025 Packard 2023 Capture, Pittsfield Twp	\$ 603.49	\$ 603.49	\$ -	\$ 60.00	N/A Project not started
Maple Shoppes Winter 2023 Capture	\$ 17,798.07	\$ 88,219.13	\$ 3,189.00	\$ -	\$ 14,609.07
Zingerman's Winter 2023 Capture	\$ 20,150.36	\$ 95,176.37	\$ 7,670.00	\$ 12,480.36	(Insufficient TIF after Admin and LBRF)
Arbor Hills Winter 2023 Capture	\$ 127,519.32	\$ 622,978.43	\$ 50,200.00		\$ 77,319.32
544 Detroit Winter 2023 Capture	\$ 10,274.67	\$ 49,605.18	\$ 2,596.00		\$ 7,679.17
618 S. Main Winter 2023 Capture	\$ 206,247.64	\$ 923,392.62	\$ 74,407.00		\$ 131,840.64
1140 Broadway/Lowertown Winter 2023 Capture	\$ 446,906.12	\$ 2,165,487.20	\$ -	\$ 64,965.00	\$ 381,941.12
Kingsley Condos Winter 2023 Local Only Capture	\$ 68,824.74	\$ 675,965.56	\$ 54,470.00		\$ 14,354.74
DTE Roxbury Broadway Park West Winter 2023 Capture	\$ 688.60	\$ 3,324.43	\$ -	\$ 233.00	No Elig Activities
309 N. Ashley Winter 2023 Capture	\$ 73,750.20	\$ 469,905.10	\$ 37,865.00		\$ 35,885.20
3874 Research Park Drive Winter 2023 Capture	\$ 30,897.58	\$ 154,222.33		\$ 15,422.00	No Elig Activities
Grandview Commons, Dexter, Winter 2023 Capture (February)	\$ 127,925.28	\$ 348,874.40	\$ 14,056.00		\$ 113,869.28
2023 Water Street, Ypsil	\$ 37,688.05	\$ 37,688.05	\$ 3,037.00		N/A
2023 Thompson Block, Ypsil	\$ 16,733.33	\$ 16,733.33	\$ -		\$ 14,819.33
2023 Dorsey Estates/220 N. Park, Ypsil	\$ 20,883.51	\$ 20,883.51	\$ -		\$ 20,883.51
2023 Rockwell Building, Chelsea					N/A
Winter 2023 Maple Oaks, Saline	\$ 7,701.27	\$ 65,827.61		\$ 3,291.00	Need City Approval
Grand Total	\$ 1,214,592.23	\$ 5,738,886.74	\$ 247,490.00	\$ 96,451.36	\$ 813,201.38

2023 Interest to be Approved		
Zingermans	\$ 605.78	Max Interest Reached
618 S. Main	\$ 10,285.56	
Grandview Commons	\$ 52,353.63	

Proposed 2023
Administrative and LBRF Capture

		2021 Total TIF		2021 Admin Calc		2021 Notes		Adjustment to arrive at Statutory Amount		2022 Total TIF		2022 Admin Calc		2022 Notes		Adjustment to arrive at Statutory Amount		2023 Total TIF		2023 Admin Calc		2023 Notes		Adjustment to arrive at Statutory Amount			
Maple Shoppes	No to exceed 5% of eligible activities. Payment of \$52,571, divided over length of TIF.	\$	81,103	\$	3,189		FLAT RATE			\$	80,072	\$	3,189		Flat Rate		\$	3,189	\$	88,219	\$	3,189		Flat Rate		\$	3,189
Michigan Inn	Not to exceed 5% of annual TIF revenue. Payment of \$26,300, divided over length of TIF, paid to BRA	\$	55,279	\$	1,847		FLAT RATE			Final Admin Captured in 2022 only		N/A			Flat Rate		N/A										
Thompson Block	(No Admin during OPRA Period of 10 yrs)	\$	15,342				No Admin during OPRA		Proportional Reduction	\$	15,735	\$	-		No Admin during OPRA				\$	16,733	\$	-		No Admin during OPRA			
Water Street	10% of total annual TIF	\$	34,138	\$	3,414		(\$3100 actually due to rounding)		3,102	\$	36,952	\$	3,695		10%		3,215		\$	37,688	\$	3,769		10%		3,037	
Zingerman's	10% of Eligible Activities. Payment of \$81,726, divided over length of TIF.	\$	33,983	\$	3,398		10%		3,089	\$	34,579	\$	3,458		10%		1,171		\$	95,176	\$	9,518		10%		7,670	
Arbor Hills Crossing	BRA will collect payment for Admin fees of \$448,624. Payment will be divided over length of TIF, as determined by BRA.	\$	576,737	\$	57,674		10%		52,431	\$	569,930	\$	56,993		10%		49,584		\$	622,978	\$	62,298		10% (total Admin at \$415K after this yr)		50,200	
618 S. Main	10% of annual TIF. RA does not address Admin Capture	\$	263,271	\$	26,327		10%		23,934	\$	271,547	\$	27,155		10%		23,625		\$	923,393	\$	92,339		10%		74,407	
544 Detroit Street	TIF Table shows straight \$2,596 annually for 22 years. RA does not address Admin Capture	\$	33,260	\$	2,596		FLAT RATE			\$	34,432	\$	2,596		Flat Rate		2596		\$	49,605	\$	2,596		Flat Rate		2596	
140 Buchanan - Jiffy	BF Plan reflects 10% of annual TIF. RA does not address Admin capture.	\$	70,043	\$	7,004		10%		6,368	Final LBRF Captured in 2022 only		N/A			10%		N/A										
615 S. Main	5% of Annual TIF Capture	\$	895,825	\$	-		LBRF Only			CAPTURE COMPLETE		Reserve to pay for 3 mills lls SET only															
Kingsley Condos - 221 Felch	10% of annual TIF, up to \$400,000 maximum, but flexible	\$	931,475	\$	93,148		10%		84,680	\$	947,061	\$	94,706		10%		82,394		\$	675,966	\$	67,597		10%		54,470	
1140 Broadway	NO ADMIN CAPTURE - 3% Annual TIF as LBRF ONLY	\$	1,519,129	\$	-		\$45,573.87 in LBRF only			\$	1,433,131	\$	-		\$42,994 in LBRF Only		N/A		\$	2,165,487		N/A - 3% LBRF Only		\$64,965 in LBRF Only		N/A	
Grandview Commons-Dexter	5% of Annual Available TIF Capture (DDA Capture NOT available)	\$	197,489	\$	9,874		5%		8,977	\$	271,191	\$	13,560		5%		11,797		\$	348,874	\$	17,444		5%		14,056	
Broadway Park		\$	1,166	\$	-		7% for LBRF or Admin, \$81.62 in LBRF this year			\$	2,276	\$	-		\$159 in LBRF Only		N/A		\$	3,324	\$	-		\$233 in LBRF Only		N/A	
309 N. Ashley		\$	25,174	\$	2,517		10%		2,289	\$	171,599	\$	17,160				14,929		\$	469,905	\$	46,991				37,865	
Maple Oaks		\$	50,961	\$	-		5% for LBRF or Admin, \$2,548 in LBRF this year			\$	64,166	5% for Admin or LBRF	\$3,208 LBRF Only		N/A				\$	65,828	5% for Admin or LBRF		\$3,291 LBRF Only		N/A		
4025 Packard																			\$	603	10% for Admin or LBRF		\$60 LBRF this yr		\$15,422 LBRF Only this Yr		
3874 Research Park Drive																			\$	154,222	10% for Admin or LBRF						
Dorsey Estates/220 N. Park																			\$	20,884	BF Plan does not include Admin capture, LBRF after Dev. Reimbursement						
Rockwell Building																			N/A	10% for Admin or LBRF							
Total		\$	4,784,375	\$	210,989			\$	203,357	\$	3,932,672	\$	222,512						\$	5,738,885	\$	305,741					

Washtenaw County Brownfield Authority
Summary Table of Interest Calculations Through 12-31-2023

[illegible]

	Max Interest Reached
	Current Interest to be Approved