



Washtenaw County Brownfield Redevelopment Authority

IN-PERSON MEETING AGENDA

Thursday, June 13th 2024 9:00 a.m.

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

Zoom Link to Webinar for Public to Join the Meeting:

<https://washtenawcounty.zoom.us/j/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. May 9th, 2024 Meeting

5. Board Member Conflict of Interest Disclosure

6. Business

- 1. 90 Maple Street Environmental Assessment Grant Application – Action
- 2. 312/314 Detroit Street Act 381 Work Plan Amendment – Action
- 3. Annual Meeting, Nomination of Officers – Action
 - i. Chairperson
 - ii. Vice-Chairperson
 - iii. Secretary/Treasurer
- 4. May 2024 Financial Report – Information

7. Other Business

8. Public Comment*

9. Adjournment

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

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

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

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

Board Absent: Allison Krueger – Chair, Justin Hodge

Staff: Nathan Voght – OCED

Joining the Meeting: Mike Martin – First Martin, Tom Wackerman – ASTI Environmental, Tim Stout – O'Neil Construction, all for 310 E. Huron, and Sarah Lorenz and Peter Allen, both with the Ann Arbor Community Land Trust, for the Townie Homes project presentation, and Ken Garber – a member of the public, and Joe Ziolkowski – Main Street Park Alliance.

Handouts: Updated April 2024 Financial Report

1. Call to Order

Vice - Chair O'Toole called the meeting to order at 9:04 a.m.

2. Public Comment

Ken Garber spoke in favor of the Townie Home project and is interested to see how they turn out. He's similarly interested in the 310 E. Huron Hotel project. Mr. Garber asked if more could be done to post pending brownfield applications online, for the public to know when they will be discussed. He's interested in greater transparency.

Staff explained that for both of the projects on the agenda today, there is no application as they have not applied yet. This was an opportunity for the developers to introduce the project, so when formal application is made, the Authority is familiar with it. The best way to determine what's on the Authority's agenda is to sign up for text messages on the County's website for Boards and Commissions. When staff posts the packet 1 week prior to the meeting, you would receive a text message, and can see the agenda and packet. It's not clear how the City of Ann Arbor handles their Boards and Commissions in this regard.

3. Approval of Agenda

J. Harless moved to approve the Agenda (2nd C. Maier), and the motion passed unanimously.

4. Approval of April 11th, 2024 Meeting Minutes

Several typos were mentioned by the Board. J. Cornell moved to approve the minutes as corrected (2nd J. Harless), and the motion passed unanimously.

5. Board Member Conflict of Interest Disclosure

None declared.

6. Business

1. Main Street Park Alliance LBRF Grant Agreement – Action

Staff referred to the Grant Agreement, which is our template, except special language was added to clarify that reimbursement for actual eligible activities will occur only if funds are available. This is because the Board approved the \$804,000 in grant funding, but about \$200,000 of that will not be available until the fall of 2025.

J. Harless recommended that the first two added sentences in Section 5, Disbursement, be moved to after the 2nd to last sentence in that whole paragraph, which ends in "...\$804,010."

J. Harless moved to approve the LBRF Grant Agreement, with the noted revision to Section 5, (2nd T. Woollatt), and the motion passed unanimously.

2. Townie Homes Project Introduction – Presentation

Sarah Lorenz, with the Ann Arbor Community Land Trust, provided a presentation of their proposed housing development. They will develop four lots, with a main house and accessory dwelling unit on each, for 8 total units. The homes and ADUs will be offered to buyers between 30 and 90% AMI, and they are seeking the new Brownfield MSHDA Housing TIF Subsidy, to make up the difference in development costs, and sales price.

T. Woollatt asked if an Act 381 Work Plan was even necessary to submit to MSHDA, if the homes will be Homesteaded, and therefore only pay the 6 mills of SET, half of which is reverted to the State. Staff said he will ask MSHDA if a Work Plan is required, but how will we do annual reporting if MSHDA has not approved a Work Plan?

S. Baushke asked why a Phase I was included in the Eligible Activity Table, and Ms. Lorenz responded it was just a placeholder in case one is required.

J. Harless stated that if the properties will be transferred to the Community Land Trust, then they will need the liability protection of a Phase I.

C. Maier asked why we are involved if these sites aren't brownfields. Staff indicated they will utilize the new amendments to Act 381, which allows the use of TIF to close the gap between market and affordable sales prices.

J. Harless asked about a coop on S. Main. Peter Allen, with the CLT and U of M, referenced the Ashley Mews affordable units. N. Voght stated there are some compliance issues with those units.

Board members Cornell, Woollatt, Harless, and O'Toole all volunteered to serve on the Brownfield Plan Review Sub-Committee. A draft Brownfield Plan has not yet been submitted.

3. 310 E. Huron, AC Hotel Brownfield Plan Project Introduction – Presentation

Tom Wackerman, with ASTI Environmental, discussed the project, and intention to submit a Brownfield Plan to cover recently uncovered environmental conditions. Total requested developer-reimbursable activities is about \$700,000. The site was originally proposed as a hotel in 2018, but delayed due to the pandemic. The site was re-submitted and approved for a hotel recently, and in the process of lender required due diligence, sub-surface issues with TCE were discovered that require mitigation.

T. Woollatt asked if the TCE can be removed, and Mr. Wackerman indicated it was too deep.

The project is about to break ground, so this is a time sensitive application. N. Voght, Brownfield staff, explained to the Board that they are only seeking local Brownfield Plan approval, and not Act 381 Work Plan approval. It has been explained that this is not our policy, however, due to time, they cannot secure Work Plan approval from EGLE. They will only seek partial reimbursement of environmental eligible activities in proportion to the Local/State Millages proportionality, had State capture been included after Work Plan approval.

J. Harless asked about parking for the hotel.

Board members S. Baushke, J. Harless, and A. Krueger volunteered to serve on a Brownfield Plan Review Sub-Committee.

4. April 2024 Financial Report – Information

Staff referred to the updated Financial Report, which was revised slightly from the initial one emailed with the packet. The Board asked about Administrative fees' capture, and staff reminded the Board that we need at least 16 active projects to capture the \$247,500 we did from 2023.

7. Other Business

J. Harless asked if we could put the Reimbursement Agreement Template on a future agenda for discussion.

There was no other business.

8. Public Comment:

Ken Garber spoke again about the concern for transparency from the Authority about what projects are being reviewed and on the agenda. It would be beneficial to the public to see applications and draft plans.

N. Voght responded saying when an application is made, and draft Brownfield Plan submitted, those are all provided to the Authority. However, there needs to be a balance between transparency, and an applicant's right to Due Process. We cannot arbitrarily add additional public notification, or other steps not prescribed by the legislative process. As mentioned, once an official application and Plan are submitted, those are transmitted to the City and Authority. We cannot speak to the City's process, but we post agendas and packets one week prior to the meeting, and you can sign up for text notifications of these packets being available.

9. Adjournment:

J. Cornell moved to adjourn the meeting at 10:14 a.m. (2nd J. Harless), 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, June 13th, 2024

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

TO: Washtenaw County Brownfield Authority

FROM: Nathan Voght, Washtenaw County Brownfield Coordinator

DATE: June 6th, 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. 90 Maple Street Environmental Assessment Grant Application – Action

Please see enclosed an application for a Phase I Environmental Assessment Grant Application for \$3,000. The site is the former Ypsilanti Train Station in Depot Town. A development partnership has been formed to tackle potential redevelopment of the former Depot. Jon Carlson, part of the 2Mission (Now 3Mission) development team that redeveloped the Thompson Block, across River Street, is involved.

I sent out this application to the Board on May 13th, for information only. Although their Phase I consultant is Quantum, the applicant is willing to consider utilizing a DCC-approved consultant for any additional environmental due diligence.

2. 312/314 Detroit Street Act 381 Work Plan Amendment – Action

The Brownfield Plan Amendment was approved in 2023 for this project. The purpose was to increase excavation costs, due to unforeseen cobble and rocks that prevented driving of piles. Total developer-reimbursable Eligible Activities was \$2.7M in the original Brownfield Plan, however, EGLE did not agree to reimburse for certain Due Care and Response activities, so [their Act 381 approval letter includes only \\$1.745M in activities](#). Those tasks not approved for State reimbursement will be reimbursed using Local Only millages, only in proportion to the original Local/State millage proportionality, pursuant to the usual policy language in Section B of the approved Brownfield Plan (and Amendment).

The Work Plan Amendment will increase requested Environmental activities from the \$1.745M that EGLE approved, to a requested increase to \$3.3M. [Here is the amended Act 381 Work Plan](#) for your review and consideration. [Here is a redline of the Work Plan, showing changes from the original](#).

3. Annual Meeting, Nomination of Officers – Action

Every spring, nominations of Officers of the Authority are nominated. See Section V of the current By-Laws, included in the packet. The three Officers are Chairperson, Vice-Chairperson and Secretary/Treasurer, held by A. Krueger, C. O'Toole, and S. Baushke. The By-Laws require that we elect

Officers annually, but the term “..shall be not less than one (1) year.” The Board could continue with the current slate of Officers, or make new nominations/elections for a one-year term or longer.

4. May 2024 Financial Report – Information

Please see the financial report for May, for information only.



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

X Privately-Owned Property

☐ Site is located within a Low or Very Low Opportunity Area, within the Washtenaw County Opportunity Index

Owner Information

Property Owner: Dennis Dahlmann Contact: Brett Border, Counsel

Property Address: 300 South Thayer, Ann Arbor, Michigan 48104 Phone No.: _____

Property Tax ID #: 11-11-04-465-007

Applicant Information

Applicant Name: Dennis Dahlmann Parties Phone No.: 734-761-7600

Address: 300 South Thayer, Ann Arbor, Michigan 48104

Developer (Entity) Name (if different than applicant): N/A

Project Information

Project Name: Ypsilanti Depot Town Project

Project Description: Redevelopment of 90 Maple St, Ypsilanti, MI to entertainment/commercial property i.e., coffee shop/dining/entertainment/apartments



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

Property Information

Previous Owners: James R. Kovalak and Carol Kovalak

Historic Property Uses: Civil War Trainstation

Property Acreage: Frontage 233.50 ft; Depth 11.50 ft

Zoning: Commercial Improved

Surrounding Land Use: Commercial

Proposed Environmental Activities:

	Estimated Cost
X Phase I	
☐ Phase II	
☐ BEA Report	
☐ Due Care Plan	
☐ Hazardous Material Survey	
TOTAL	3000.00

Please attach a price quote from a qualified environmental firm.

Please describe Previous Environmental Assessments Completed: None Available

Please describe environmental conditions: Blighted Property Train Station needs phase I assessment for redevelopment

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

Quantum Environmental, Inc.

April 29, 2024

Mr. Brett Border
Corporate Counsel
Dahlmann Properties
300 South Thayer
Ann Arbor, MI 48104

RE: Proposal for Phase I Environmental Site Assessment of 90 Maple Street, Ypsilanti,
Washtenaw County, Michigan.

Dear Mr. Border:

Quantum Environmental, Inc. is pleased to provide the following proposal for a Phase I Environmental Site Assessment (ESA) for the referenced property. This site has been owned by Dahlmann Properties for 35 years. The proposed investigation is designed to comply with ASTM Designation: E 1527-21 *Standard Practice for Environmental Site Assessments: Phase I Environmental Site Assessment Process*. This standard is designed to comply with EPA's *Standards and Practices for All Appropriate Inquiries* (AAI), which defines how a user of the standard can comply with the CERCLA liability requirements. In addition to general liability insurance, we carry professional liability (errors and omissions) coverage.

Investigative activities are designed to identify recognized environmental conditions (RECs) as defined in the ASTM standard and will include the following:

- A site visit to inspect the study site, surrounding properties, and general site conditions.
- Interview(s) with available current or past owners, operators and occupants, local government officials and/or knowledgeable people.
- Review of available pertinent environmental information, including readily available information at the local fire, assessing and building departments, previous environmental reports, and hydrogeological information.
- Review of historical information on the site, including available and applicable ownership and use history, historical aerial photographs, topographical maps, and fire insurance maps, city directories, and other information dating from at least 1940 or when the property was first developed to identify past site activities and changes to the site and surrounding area over time.
- Contact with state and local environmental authorities to determine if the site is or has been the subject of investigations or enforcement actions and review of information readily available from these sources.
- Review of Environmental Record Sources, including state and federal lists of potential environmental concern, to determine if the site is listed or impacted by sites on the lists.

- Review of information provided by the user of the Phase I ESA in the "User Questionnaire" and review of an Environmental Lien Search.

Once the investigative activities are complete, a written Phase I report will be provided. The report will contain a detailed analysis of the environmental condition of the site, identifying any RECS, and provide recommendations for additional investigation or corrective measures, if requested.

For your information, Part 201 of Michigan's *Natural Resources and Environmental Protection Act* (NREPA), 1994 PA 451, as amended, addresses liability for the cleanup of environmental contamination. Sites which are identified as a "facility" based on the sampling and analysis conducted at a site would be regulated under this act. A facility is defined as a property where hazardous substance exists in excess of the Michigan Department of Environment, Great Lakes, and Energy (EGLE) Generic Residential Cleanup Criteria (GRCC). For a prospective buyer, Section 20126(1)(c) of Part 201 provides certain liability protections to a person who becomes an owner or operator of contaminated property, if that person, among other things, conducts a Baseline Environmental Assessment (BEA). In order to meet the criteria for an exemption from liability, a BEA must be conducted prior to or within 45 days after the earliest of purchase, occupancy or foreclosure.

As part of the requirements of E 1527-21, the user of the Phase I agrees to provide known information about the site to Quantum. A Phase I ESA User Questionnaire is attached which details the required information. Please complete the questionnaire and return it to Quantum as soon as possible.

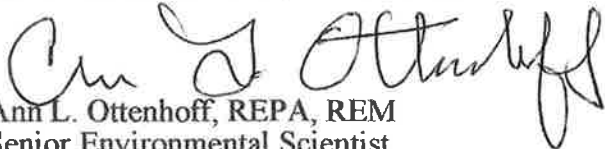
The cost for the Phase I ESA utilizing the ASTM standard will be \$3,000.00. For your information, these types of investigations are typically completed within three to four weeks of receiving written authorization to proceed.

Please refer to the attached TERMS AND CONDITIONS that are incorporated by reference into this proposal and will become a part of our agreement to provide the Phase I ESA.

Upon acceptance, this proposal, together with the attached TERMS AND CONDITIONS, will become a binding contract. We look forward to working with you on this project. If you have any questions or need additional information, please call me at (734) 920-2600 (office) or (313) 330-2736 (cell).

Sincerely,

QUANTUM ENVIRONMENTAL, INC.


Ann L. Ottenhoff, REPA, REM
Senior Environmental Scientist

ACCEPTANCE OF PROPOSAL

We accept the above proposal provided by Quantum Environmental, Inc. ("Quantum") for 90 Maple Street, Ypsilanti, Michigan and agree to pay the costs specified therein.

Quantum may contact _____ at

(_____) _____ regarding the site.

Date: _____

QUANTUM ENVIRONMENTAL, INC.

TERMS AND CONDITIONS

The following general terms and conditions will apply to the services provided by Quantum Environmental;

1. Services and Warranty

Quantum warrants that its services will be performed with that degree of care and skill ordinarily exercised under similar circumstances by members of its profession in its community at the time these services are performed. You have been advised, and acknowledge, that our decisions are based upon limited data rather than upon scientific fact. Quantum expressly disclaims any other warranties, express or implied, including any warranties that the product of its services will be merchantable or fit for any particular purposes. Quantum expressly disclaims any warranty that any investigative or analytical services will identify the presence or absence of all or any specific hazardous or toxic materials or wastes or will assess the environmental condition of any site to any degree of certainty. Quantum expressly disclaims any warranty that any investigated site is entirely free from hazardous or toxic materials or wastes.

You acknowledge, by entering into this agreement, the inherent risks and uncertainties associated with the investigation of subsurface conditions for construction purposes and assessment or remediation of hazardous substances. You have been advised, and acknowledge, that our decisions are judgments based upon limited data rather than upon scientific fact.

If a claim for breach of warranty is made, and if it is determined that the services of Quantum did not conform to the warranted standard, then Quantum will be liable for damages incurred by the client which directly result from that breach of warranty, subject to an aggregate limit of \$50,000.00. In no event will the liability of Quantum extend to any indirect, consequential or incidental damages. In no event will the liability of Quantum extend to damages which resulted in whole or in part from the acts or omissions of parties other than Quantum. We will not be liable for the interpretation, by others, of data or information we develop. In no event will the liability of Quantum extend to damages which resulted incurred by any party other than the client. In no event will the liability of Quantum Environmental exceed \$50,000.00. Quantum expressly disclaims any liability for damages other than that liability expressly stated above.

2. Site Activities

A. Our site activities may include subsurface explorations. You will give us any plans and other information in your possession concerning the site. We will exercise reasonable care in seeking to locate underground improvements. You agree to accept the risks of damage and expense associated with repair or restoration of any improvements not disclosed by plans and information provided to us by those sources.

B. Our site activities may generate both samples and waste materials. We will arrange for proper handling of samples and waste materials. We do not undertake any responsibility or liability for transport or disposal of hazardous or toxic substances. We will not, under any circumstances, sign manifests for such substances. You agree that we are not a handler, generator, operator, treater or storer, transporter or disposer of hazardous or toxic substances found or identified at a site.

C. Documents, including but not limited to reports, field notes, file notes, and laboratory data are the property of Quantum. Reports necessarily address a particular site at a particular time. Reuse by you or others of any materials prepared by us without written consent is at the risk of you or others seeking to use this information, without liability on our part. In case of such unauthorized use, we will be held harmless.

3. Payment

Invoices will be submitted to you monthly, or semi-monthly, at our discretion. Payment is due within thirty (30) days from invoice date. An invoice remaining unpaid after thirty (30) days will bear interest at 1-1/2% per

month. If you do not pay and invoice within thirty (30) days, we may, thereafter, on ten (10) days prior written notice, elect to terminate all further services, without incurring any liability to you. On termination of services for non-payment, we retain all our rights and claims. If any state imposes a service, sales or similar tax on our services, you will pay that tax as an additional item on our invoices.

If we terminate services because of non-payment, you will pay us for all services and expenses, according to the agreement, through the termination date, plus expenses of termination, interest and costs of collection, including reasonable attorney's fees. Any objection to an invoice must be made by you, in writing, within ten (10) days, or the objection will be waived.

4. Access / Restoration

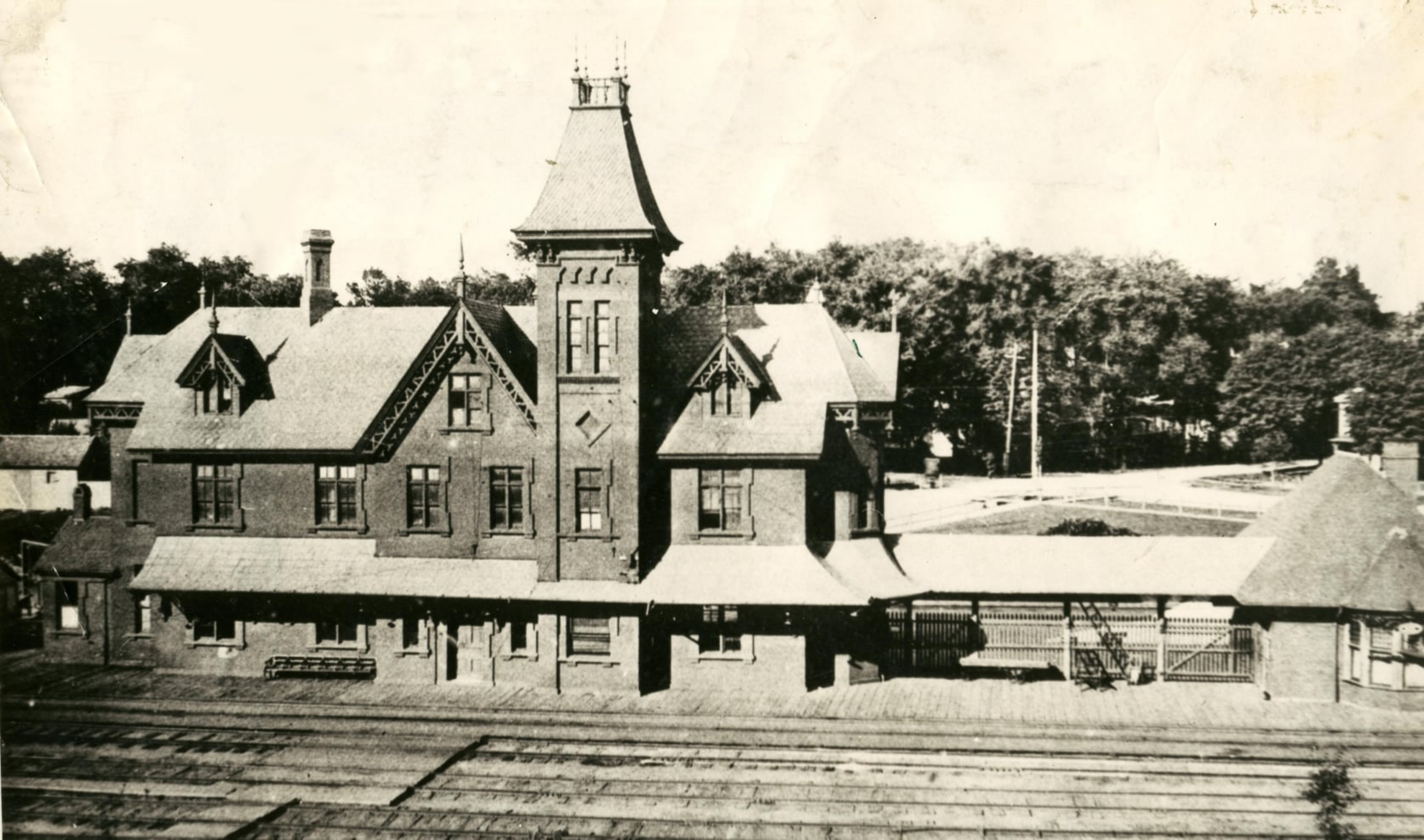
Quantum will be permitted access to the site to the extent necessary to perform the services. Quantum will perform its services in a manner which will minimize damage or disruption to the site, however, some damage to site features may occur. Quantum has not included in its fee and will not be responsible for the costs of restoring any damage or disruption which results from the performance by Quantum of its services.

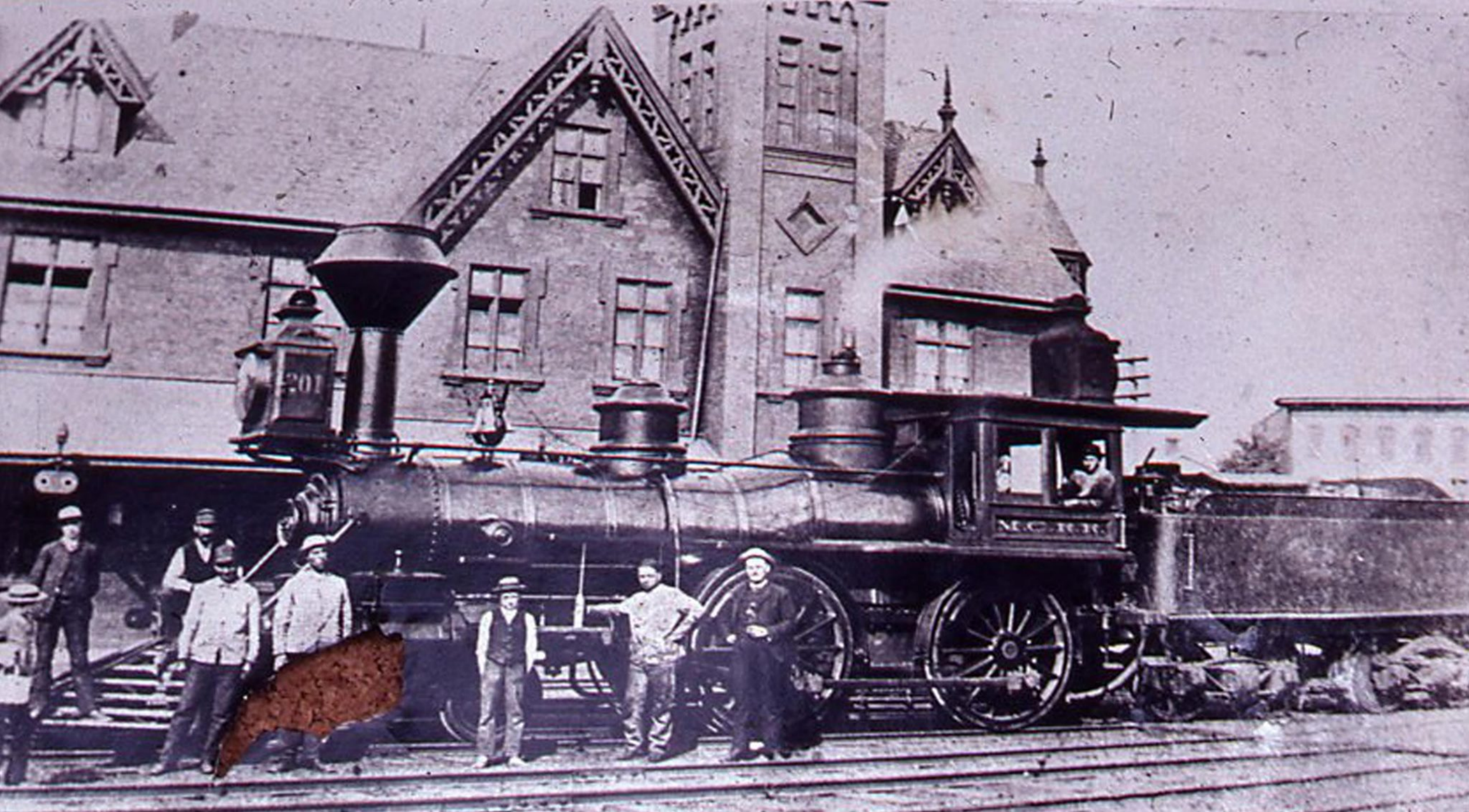
5. Indemnification

Quantum will indemnify and hold the client harmless from any claims, loss, liability, damage or expense (including attorney fees) resulting from any injury or death to person or damage or destruction of property resulting from any negligent acts or omissions of Quantum or its agents. The client will indemnify and hold Quantum harmless from and against any claims, loss, liability, damage or expense (including attorney fees) arising out of or in any way relating to the performance by Quantum of its services to the client, excluding only those claims, losses, liabilities, damages or expenses for which Quantum is providing indemnity under the preceding sentence.

6. Entire Agreement

These TERMS AND CONDITIONS, together with the document to which these TERMS AND CONDITIONS are attached, state the entire agreement between Quantum and the client with respect to their subject matter, and supersede all prior negotiations, representations or agreements (written or oral) between Quantum and the client with respect to that subject matter. Any provision of any PURCHASE ORDER or similar document issued by the client to confirm this agreement, to the extent including additional terms or contradictory terms, shall be void and of no effect. Any cancellation, amendment or supplement to the agreement contained in these TERMS AND CONDITIONS and the document to which these TERMS AND CONDITIONS are attached will be effective only if in writing and if signed both by Quantum Environmental and the client.







**WASHTENAW COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY
BYLAWS**

I. Purpose

The purpose of the Washtenaw County Brownfield Redevelopment Authority is to facilitate the implementation of plans relating to the identification and remediation of environmentally distressed areas and to promote site revitalization in Washtenaw County.

II. Legal Basis

The Washtenaw County Brownfield Redevelopment Authority is created pursuant to and in accordance with the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of the State of Michigan of 1996, As Amended, and Resolutions 99-0072, Intent to Create a Brownfield Redevelopment Authority, and 99-0122, Appointing Members to the Brownfield Redevelopment Authority, of the Washtenaw County Board of Commissioners.

III. Directors

- A. General Powers. The business and affairs of the Authority shall be managed by its Board of Directors, except as otherwise provided by statute or by these Bylaws.
- B. Board of Directors. The Board of Directors (hereinafter referred to as the "Board") of the Authority shall maintain a membership that reflects the following representation: :
 - 1 Member of the Board of Commissioners
 - 4 Members from the Legal, Environmental and Development Professions and Countywide Development Organization
 - 3 Members from County Municipalities
 - 1 Member from the Community At-Large
- C. Appointment, Replacement and Vacancies. Directors of the Washtenaw County Brownfield Redevelopment Authority Board shall be appointed by the Washtenaw County Board of Commissioners for a term of three years, staggered for implementation. A Director whose term has expired shall continue to hold office until his/her successor has been appointed. A Director may be reappointed, with the advice and consent of the Board, to serve additional terms. If a vacancy is created by death, resignation, or removal, a successor shall be appointed within (90) ninety days to hold office for the remainder of the term of office so vacated.
- D. Removal. After notice and an opportunity to be heard, a Director may be removed for cause by the Washtenaw County Board of Commissioners. The Board may recommend the dismissal of any Director if the Director is considered a detriment to the viability of the Board. The recommendation shall be made by four (4) Directors, and is subject to the approval of the Washtenaw County Board of Commissioners.

- E. Conflict of Interest. A Director, or a Director whose employer, that has a direct financial interest in any matter requiring action by the Authority shall disclose his/her interest prior to any discussion of that matter by the Authority, which disclosure shall become a part of the record of the Authority's official proceedings. The interested Director, where a conflict of interest has been disclosed, shall take the following actions:

1) if the conflicted Director is Chair, control of the meeting for that matter will be passed to the Vice Chair, or to the Secretary if the Vice Chair is absent or also conflicted, or to another Director if the Vice Chair and Secretary are absent or also conflicted;

2) the conflicted Director shall refrain completely from discussion of the matter and remove him/her-self from the table;

If a conflict of interest is declared, the conflicted Director shall recuse himself/herself from action on the matter. Each Director, upon taking office and annually thereafter, shall acknowledge in writing that he/she has read and agree to abide by this section.

IV. Board Operations

- A. Meetings. The Board holds regularly scheduled meetings and may hold special meetings at the call of the chair or any two Directors. Directors shall be contacted 48 hours in advance of any special meeting.
- B. Open Meetings. Meetings of the Board of the Authority shall be open to the public in accordance with the Open Meetings Act, Public Act 267 of 1976. Appropriate notice shall be provided.
- C. Quorums; Voting. A majority of the Directors appointed and serving shall constitute a quorum for the transaction of business at any meeting of the Board, provided, that a majority of the Board present may adjourn the meeting from time to time without further notice. The vote of a majority of those Directors present at any meeting at which a quorum is present is the vote of the Board, unless the vote of a larger number is required by statute or by these Bylaws.
- D. Committees. The Board may, by resolution passed by a majority of the full Board, designate one or more committees, each committee to consist of one or more of the Directors of the Authority. The Board may designate one or more Directors as alternate members of a committee, who may replace an absent or disqualified member at a meeting of the committee. In the absence of or disqualification of a member of the committee, the members thereof present at a meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another Director to act at the meeting in place of such an absent or disqualified member.

A committee and each member thereof, shall serve at the pleasure of the Board. A committee so designated by the Board, to the extent provided in the resolution by the

Board, will act in an advisory capacity to the Board in the management of the business and affairs of the Authority. A committee shall not have the power or authority to: (a) recommend to members a dissolution of the Authority, or a revocation of dissolution; or (b) amend the Bylaws of the Authority.

- E. Board Absences. In order to maintain the maximum participation of all appointed Washtenaw County Brownfield Redevelopment Authority (WCBRA) Board members at all scheduled meetings of the WCBRA Board, the following is the attendance guide and Board member replacement policy for “excused” or unexcused” absences:
1. When appointed, each Board member should state his/her willingness and intention to attend each scheduled monthly meeting of the WCBRA Board.
 2. In the event of unplanned personal matters, business trips, family vacation trips, changed job requirements, sickness, or other physical disabilities that prohibit the Board member from attending the scheduled monthly meeting; the WCBRA Board professional staff at Washtenaw County’s Brownfield Redevelopment Program should be notified prior to the meeting start hour of their inability to attend the scheduled meeting. The Board member upon this notification will receive an “excused absence” for the involved scheduled meeting.
 3. If any WCBRA Board member is absent from three (3) consecutive scheduled monthly WCBRA Board meetings without an “excused absence” for any of the three (3) meetings, the Board member is subject to an automatic appointment nullification immediately after the third missed meeting without proper prior notification as noted above. The County Board of Commissioners should replace the Board member as soon as possible in order to maintain the prescribed number of WCBRA Board members.
 4. There will be no limit on the number of consecutive “excused absences” for any member of the WCBRA Board. However, it is expected that if the interest of any other concern changes for any WCBRA Board member that causes that Board member to be absent for at least 50% of the scheduled meetings in any 12-month period, the Board member will be canvassed and be considered for an appointment nullification.
 5. The “appointment nullification” action as required would be initiated by the WCBRA Board and forwarded on to the County Commissioners for official action.

V. Officers

- A. Officers. Directors shall elect a Chairperson, Vice Chairperson and Secretary/Treasurer to serve as the officers of the Authority. Two or more offices may be held by the same person, but an officer shall not execute, acknowledge, or verify an instrument in more than one capacity if the instrument is required by law or Bylaws to be executed, acknowledged or verified by two or more offices.

- B. Nomination, Election. The officers of the Authority shall be elected following the initial adoption of the bylaws and, subsequently, at the first meeting held during the second calendar quarter of each year. Candidates shall be nominated by the Directors. The term of each office shall be not less than one (1) year. Each officer shall hold the same office until his/her successor is appointed.
- C. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled at any meeting of the Board for the unexpired portion of the term of such office.
- D. Chairperson and Vice Chairperson. The Chairperson shall be the chief executive officer of the Authority, but he or she may from time to time delegate all or any part of his/her duties to the Vice Chairperson. The Chair, or in his or her absence, the Vice Chair, shall preside over meetings of the Board, have general and active management of the business of the Authority and shall perform all the duties of the office as provided by law or these Bylaws.
- E. Secretary/Treasurer. The Secretary/Treasurer or his/her designee shall attend all meetings and record all votes of the Board in the meeting minutes, and may perform like duties for standing committees when required. He or she shall further perform all duties of the office as provided by law or these Bylaws and shall serve as Chair in the absence of both the chair and vice chair.
- F. Recording Secretary. An Office of Community and Economic Development employee or other Washtenaw County staff person will be designated by the County Administration/ Designee as the attendance and minute taker and should be present at all meetings.
- G. Delegation of Duties. In the absence of any officer of the Authority, or for any other reason that the Board may deem sufficient, the Board may delegate, from time to time and for such time as it may deem appropriate, the powers or duties, or any of them, of such officer to any other officer, or to any Director, provided a majority of the Board then in office concurs therein.
- H. Executive Committee. The Chairperson, Vice Chairperson, and Secretary/Treasurer shall comprise the Executive Committee. The Executive Committee may, upon a majority vote, authorize the expenditure of up to \$5000 for any expense listed as an eligible item under Act 381 of 1996, As Amended. The Executive Committee must report any such expenditures to the Board at the next regularly scheduled Board meeting.

VI. Financial Transactions

- A. Public Record. All financial records of the Authority shall be open to the public under the Freedom of Information Act, Act 442 of the Public Acts of 1976.
- B. Contracts. The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf

of the Authority, and such authorization may be general or confined to specific instances.

- C. Loans/Grants. No grant or loan shall be contracted on behalf of the Authority and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board and approved by the Washtenaw County Board of Commissioners. Such authority may be general or confined to specific instances.
- D. Checks, Drafts, etc. All checks, drafts, or other orders for the payment of money, notes, or other evidences of indebtedness issued in the name of the Authority, shall be signed by such officer or officers, agent or agents or the Authority and in such manner as shall from time to time be determined by resolution of the Board.
- E. Fiscal Year. The fiscal year of the Authority shall correspond at all times to the fiscal year of Washtenaw County.

VII. Cooperation with Local Units

- A. Notice and Review. The Authority shall give notice and an opportunity of not less than 10 business days for review and comment to local government units for a site included in the Authority's Brownfield Plan and within the local government unit's jurisdiction prior to adoption by the Board. The above process will apply to any subsequent Work Plans.
- B. Waiver of Notice. When the Board or any committee thereof may take action after notice and lapse of the prescribed period of time, the action may be taken without further notice or without lapse of the period of time if at any time before the action is completed the person entitled to notice or to participation in the action to be taken submits a signed waiver of such requirements.
- C. Program Policy. Separate Program Policy will outline parameters for local government involvement and criteria for the formal project review process.

VIII. Adoption; Amendment

- A. These bylaws shall be effective upon adoption by a majority of the Board.
- B. These bylaws are subject to the review and approval of the Washtenaw Board of Commissioners.
- C. These rules may be amended in the same manner as the initial adoption.

These Bylaws were adopted by the Washtenaw County Brownfield Redevelopment Authority Board at a meeting of the Board on October 22, 1999; and approved, as amended, by the Washtenaw County Board of Commissioners on February 2, 2000 per Resolution 00-0035; and approved, as amended, by the Washtenaw County Board of Commissioners on June 4, 2003 per Resolution 03-0107; and approved, as amended, by the Washtenaw County Board of Commissioners on October 18, 2006 per Resolution 06-0210; and approved, as amended by the Washtenaw County Board of Commissioners on

January 21, 2015 per Resolution 15-0017; and approved as amended by the Washtenaw County Board of Commissioners on November 7, 2018 per Resolution 18-165; and approved as amended by the Washtenaw County Board of Commissioners per Resolution 19-177 on October 9, 2019.

Adopted: 10/22/1999
Amended: 4/14/2000
Amended: 06/04/2003
Amended: 10/18/2006
Amended: 2/4/2015
Amended 11/7/2018
Amended 10/9/2019

