Washtenaw County Brownfield Redevelopment Authority

IN-PERSON MEETING AGENDA

Thursday, March 13th 2025 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/85376581877 (updated link for 2025 meetings)

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 27th, 2025 Meeting
5. **Board Member Conflict of Interest Disclosure**
6. **Business**
   1. 300 N. Zeeb Act 381 Work Plan – Action
   2. 121 Catherine LBRF Eligible Activities Approval – Action
   3. Brownfield Reimbursement Agreement Template – Discussion
   4. Third Party Legal Fees Required for Brownfield Projects – Discussion
   5. February 2025 Financial Report, including 2024 Interest – 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 27, 2025, 9:00 a.m.
(Rescheduled Meeting from February 13)

Board Present: Allison Krueger, Sam Baushke – Vice Chair, James Harless, Katie Jones - Secretary, Trevor Woollatt, Katie Scott

Board Absent: Christy Maier, Jenn Cornell

Staff: Nathan Voght – OCED

Joining the Meeting: Paul Aren – ASTI Environmental, Matt Gudenau – O'Neal Construction, Wendy Carty-Saxon and John Scott – Avalon Housing, all for the Avalon Housing, Hickory Way III LBRF agenda item, Marty Colburn – City of Chelsea, Joe Ziolkowski, Main Street Park Alliance. Scott Wasieleski – AKT Peerless, Jill Ferrarri – Renovare Ypsilanti Homes, Bret Stuntz – SME, all three on Zoom.

Handouts: None

1. Call to Order

Before the meeting was called to order members J. Harless and K. Scott were sworn in by Ashlyn Poole, of the County Clerk's Office.

Vice-Chair Baushke called the meeting to order at 9:05 a.m.

2. Public Comment

None

3. Approval of Agenda

K. Scott moved to approve the agenda, (2nd A. Krueger). J. Harless requested to move Business Item #6, up to #3, right after the Hickory Way III item. The motion maker and 2nd agreed to the change, and motion passed unanimously.

4. Approval of January 9th, 2025 Meeting Minutes

Katie Scott, the new Chair of the County Board of Commissioners and liaison to the Brownfield Authority introduced herself. The rest of the Board introduced themselves to Ms. Scott.

K. Jones moved to approve the minutes (2nd T. Woollatt). The Board noted 2 typos on Business item #1, J. Harless was not in attendance, and Business Item #2, the spelling of S. Baushke's name, and the motion passed unanimously with those corrections.

5. Board Member Conflict of Interest Disclosure

None.

6. Business

1. Board Officers – Action

Our current Chair, Colleen O'Toole, left the City of Saline and therefore resigned from the Authority. Staff has been discussing a replacement with the new BOC Chair, Katie Scott. As a courtesy, we invited Saline to continue representation, and the current acting City Manager, Elle Cole, the City Treasurer expressed strong interest in joining the Authority and continuing Saline representation.

J. Harless moved to nominate a slate of Board Officers, including Sam Baushke as Chair, Katie Jones as Vice-Chair, and Christy Maier for Secretary/Treasurer (2nd T. Woollatt), and the motion passed unanimously.

2. Hickory Way III LBRF Grant Application, Avalon Housing – Action

Staff introduced the project, reviewing location, proposed Eligible Activities, and reviewing the projected fund balance for the LBRF account over the next several years.

Wendy Carty-Saxon, with Avalon, talked about the project and the need for this funding for project success. There are 39 affordable housing units proposed, with an focus on providing housing for formerly unhoused individuals.

The Board thanked Ms. Carty-Saxon for the presentation and wanted to hear from the other LBRF grant application before making a decision.

3. MSPA Federal Screw Site, Chelsea, Request for Increase in LBRF Grant – Action

Joe Ziolkowski, from the Main Street Park Alliance, updated the Board on the park project. The final environmental work will begin April 1st, and the remaining $100,000 of LBRF grant work will be completed. An additional $204,000 in LBRF funding is requested due to 4 ft. of clean fill needed, instead of 2 ft, for Due Care on the proposed public park. Some of the EGLE funding had to be used for the storm sewer corridor soil removal, which was much more than anticipated.

Mr. Ziolkowski reports they've raised $6M in funding, and need about 8 or 9M. Many donors want their funding to go towards park construction and not environmental work, hence the additional request.

The Board discussed the projected LBRF deposits and timing of the LBRF reimbursements for both the Park project and Hickory Way III. It appears that there will be sufficient LBRF deposits to sufficiently cover reimbursements, if both applications are approved. Staff indicated updated projections for LBRF will be known this summer.

J. Harless moved to approve $997,648 in LBRF grant funding to Avalon Housing and the Hickory Way III affordable housing development (2nd K. Scott), and the motion passed unanimously.

J. Harless moved to approve $207,000 in additional LBRF funding to the Main Street Park Alliance (2nd T. Woollatt), and the motion passed unanimously.

4. 141 Park St. Environmental Assessment Grant, Approve Phase II Scope, City of Chelsea – Action

Staff referred to the Phase II scope, Sampling and Analysis Plan (SAP), provided by SME, and asked Martin Colburn, City of Chelsea City Manager, if he wanted to say anything. Mr. Colburn thanked the Authority for additional LBRF support for MSPA. He talked about this site and that it's directly to the east of the Purple Rose Theater. The Board asked about the intended use, and Mr. Colburn indicated it would be a public park/open space. The community feels like there is a lack of park space in the central part of the City.

J. Harless moved to approve the Phase II scope for $18,500 at 50% reimbursement of all actual costs (2nd T. Woollatt), and the motion passed unanimously.

5. <u>3874 Research Park Drive/Sartorius, Approve Eligible Activities – Action</u>

Staff summarized the submittal, and that the initial submittal from August 8th, had costs that exceeded the 24 month timeline, so staff worked with SME to remove those. Other eligible costs were added to submit over $3M in costs, but the maximum allowed is $2.7M.

Staff reminded the Board that the first $1.1M of Eligible Activity reimbursement is to be remitted to the City of Ann Arbor, as the Fee in Lieu of providing affordable housing due from the Developer.

J. Harless moved to approve $2,735,438 in Eligible Activities, transfer of $29,335 from the project fund balance to Administrative Fees, and remitting the remaining current fund balance of $383,753.09 to the City of Ann Arbor, as part of the $1.1M due from Tax Increment Revenues to the City's Affordable Housing Trust Fund (2nd A. Krueger), and the motion passed unanimously.

6. <u>220 N. Park/Dorsey Estates Environmental Assessment Grant Application – Action</u>

Staff updated the Board on the status of the Dorsey Estates development. Draw #16 was recently approved. The sale of the first affordable units has been delayed due to the No Further Action on Soil being sought by the developers with MSHDA.

The requested grant for further investigation is intended to conduct analysis on the common areas within the development for Due Care direct contact concerns.

Jill Ferrarri, on Zoom, with Renovare Ypsilanti Homes, provided additional context. Scott Wasielewski, from AKT Peerless, the developer's environmental consultant, provided more information. Staff pulled up the map of the areas to be investigated on the screen.

T. Woollatt moved to approve an environmental assessment grant for $24,500 for the Dorsey Estates development for additional investigation, to be taken from Administrative Fees or the LBRF fund, as determined appropriate by Staff (2nd J. Harless), and the motion passed unanimously.

7. <u>January 2025 Financial Report – Action</u>

Staff indicated the report includes the Admin Transfer for 3874 Research Park Drive, as well as the remitting of the project's fund balance, net the Admin transfer, in the amount of $389,753.09, to the City of Ann Arbor.

A. Krueger moved to approve the Financial Report and noted transactions (2nd K. Jones), and the motion passed unanimously.

7. Other Business

The Board discussed various items that need to be taken up soon:

1. *Reviewing the Reimbursement Agreement Template to determine if updates are needed.*

2. *Revising our Program Policy Guidance to add Work Plan Implementation fees to be collected by the Authority*
3. *Reviewing consultant costs to administer affordable housing units approved under MSHDA's new Housing TIF added to Act 381.*
4. *Reviewing a Brownfield Plan template, to ensure more consistency with approved Plans, and that incorporate our standard policy language around Admin, LBRF capture, etc.*

Staff will bring those items to the Board at an upcoming meeting soon.

Staff informed the Board that the Office of Community and Economic Development was directed by County Administration to advance one area from a recent County-wide employee survey to address and advance. The OCED Director chose Diversity, Equity and Inclusion (DEI), given the nature of the Department's work around homelessness, senior services, affordable housing, human services, and services that often go to support lower income and vulnerable populations.

The Board discussed previous efforts to direct assessment funding to Low Opportunity areas in the County, and significant LBRF Grants given to support affordable housing developments, as well as public facilities, such as the Leslie Science Center and Main Street Park Alliance and future City of Chelsea public park. How can we review our resources, and develop updated plans and policies that incorporate DEI as appropriate? This would be part of OCED's larger effort to put together a plan for Diversity, Equity and Inclusion around all of its programs and services.

The Board asked for some idea of how the Opportunity Index has been utilized, and what impact it has? Staff will ask if such a report/audit exists.

Staff needs to update the Assessment Grant Opportunity Index map, and review the Brownfield website for needed updates.

8. Public Comment:

There was no public comment.
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9. Adjournment:

S. Baushke moved to adjourn the meeting at 10:48 a.m. (2nd T. Woollatt), and the motion passed unanimously.

These minutes were approved by the Washtenaw County Brownfield Redevelopment Authority at the ____________________, 2025 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, March 13th, 2025

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

TO: Washtenaw County Brownfield Authority
FROM: Nathan Voght, Washtenaw County Brownfield Coordinator
DATE: March 6th, 2025

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. **300 N. Zeeb Act 381 Work Plan – Action**

   The 300 N. Zeeb Brownfield Plan was approved by the BOC on June 7th, 2023. The Plan includes $2,758,735 in Eligible Activities ($572,434 Environmental, $2,186,301 Non-Environmental), supporting the redevelopment and renovation of a 162,500 s.f. industrial/engineering building intended for occupancy by high-tech industries. The Township granted a 5-year tax abatement in April 2023, which freezes local millages during this time. State School millages are still levied and captured. Estimated full reimbursement of all Eligible Activities, and LBRF Capture, is 16 years. Although Personal Property investment appears substantial, Personal Property cannot be captured, as the businesses paying the tax will have special exemptions through the State of Michigan due to the nature of the businesses.

   The property is located within a Downtown Development Authority district, whose base taxable value for the site was $4,000,000. Any Taxable Value under this DDA base value is fully capturable for brownfield purposes. Brownfield capture on Taxable Value exceeding the $4,000,000 DDA Base is shared with the DDA 50/50.

ENVIRONMENTAL ACTIVITIES

SM

TABLE 1 - Pg 1 of 2
DEPARTMENT SPECIFIC ACTIVITIES
300 N. ZEEB RD. REDEVELOPMENT

DEPARTMENT SPECIFIC ELIGIBLE (EGLE) ACTIVITIES								
TASK/ACTIVITY	COST ITEM	UNIT COST	UNITS	QUANTITY	COST	TOTAL COST	TIF SOURCES State	TIF SOURCES Local
BEA Activities								
Environmental Due Diligence[1]	Phase I ESA	$ 3,000	ea.	1	$ 3,000	$ 3,000	$ 2,268	$ 732
	Phase II/BEA	$ 20,000	ea.	1	$ 20,000	$ 20,000	$ 15,123	$ 4,877
					BEA Activities Subtotal:	**$ 23,000**	**$ 17,391**	**$ 5,609**
Due Care Activities								
Due Care Planning	Reporting	$ 50,000	ea.	1	$ 50,000	$ 50,000	$ 37,808	$ 12,192
Hotspot Remediation	Mitigation/Excavation, Transportation, Disposal, Backfill	$ 300.00	ton	1,000	$ 300,000	$ 300,000	$ 226,850	$ 73,150
Exacerbation Prevention	Lining Stormwater Pond	$ 25,000	ea.	1	$ 25,000	$ 25,000	$ 18,904	$ 6,096
					Due Care Activities Subtotal	**$ 375,000**	**$ 283,562**	**$ 91,438**
Brownfield Plan and Work Plan								
Preparation of Brownfield Plan[1]	Act 381 Brownfield Plan	$ 7,500	ea.	1	$ 7,500	$ 7,500	$ 5,671	$ 1,829
Preparation and review of Act 381 Work Plan[1]	Act 381 Work Plan	$ 7,500	ea.	1	$ 7,500	$ 7,500	$ 5,671	$ 1,829
	Implementation of Brownfield Plan	$ 15,000	ea.	1	$ 15,000	$ 15,000	$ 11,342	$ 3,658
					Brownfield Plan and Work Plan Subtotal:	**$ 30,000**	**$ 22,685**	**$ 7,315**
					Environmental Subtotal:	**$ 428,000**	**$ 323,638**	**$ 104,362**
Contingency		$ 375,000	Percentage	15%	$ 56,250	$ 56,250	$ 42,534	$ 13,716
Interest		$ 484,250	Percentage	5%	$ 88,184	$ 88,184	$ 66,682	$ 21,502
TOTAL ELIGIBLE DEPARTMENT SPECIFIC (EGLE) COSTS:						**$ 572,434**	**$ 432,854**	**$ 139,580**

NON-ENVIRONMENTAL ACTIVITIES

MSF ELIGIBLE (NON-ENVIRONMENTAL) ACTIVITIES								
TASK/ACTIVITY	COST ITEM	UNIT COST	UNITS	QUANTITY	COST	TOTAL COST	TIF SOURCES	
							State	Local
Asbestos and Hazardous Materials								
Asbestos Abatement	Assess and abate asbestos containing materials in the existing structures	$ 595,000	ea.	1	$ 595,000	$ 595,000	$ 449,919	$ 145,081
					Asbestos and Hazardous Materials Subtotal:	**$ 595,000**	**$ 449,919**	**$ 145,081**
Demolition Activities								
Demolition	Interior Demolition	$ 891,500	ea.	1	$ 891,500	$ 891,500	$ 674,122	$ 217,378
Site Construction Management	Planning, design, administrative, and management	5.0%	ea.	891,500	$ 44,575	$ 44,575	$ 33,706	$ 10,869
General Conditions	Contractor's mobilization, demobilization, site security, site office, etc.	5.0%	ea.	891,500	$ 44,575	$ 44,575	$ 33,706	$ 10,869
					Demolition Activities Subtotal:	**$ 980,650**	**$ 741,534**	**$ 239,116**
Brownfield Work Plans								
Preparation and review of Act 381 Work Plan	Brownfield Plan	$ 7,500	ea.	1	$ 7,500	$ 7,500	$ 5,671	$ 1,829
	Act 381 Work Plan[1]	$ 15,000	ea.	1	$ 15,000	$ 15,000	$ 11,342	$ 3,658
	Implementation of Brownfield Plan and Act 381 Work Plan[1]	$ 15,000	ea.	1	$ 15,000	$ 15,000	$ 11,342	$ 3,658
					Brownfield Work Plans Subtotal:	**$ 37,500**	**$ 28,355**	**$ 9,145**
					Non-Environmental Subtotal:	**$ 1,613,150**	**$ 1,219,808**	**$ 393,342**
	Non-Environmental Contingency	$ 1,575,650	eligible costs	15%	$ 236,348	$ 236,348	$ 178,718	$ 57,630
	Interest	$ 1,849,498	eligible costs	5%	$ 336,802	$ 336,802	$ 254,679	$ 82,124
TOTAL ELIGIBLE NON-ENVIRONMENTAL (MSF) COSTS:						**$ 2,186,300**	**$ 1,653,205**	**$ 533,096**

The above tables are from the approved Brownfield Plan. In 2024, $1M in EGLE Grant funding was identified and applied for in March of 2024. EGLE approved a $1M grant in June of 2024, and the Work Plan #1 was approved by EGLE for the grant, in October 2024 (only approval to proceed with $51K in grant-eligible work). Below is the EGLE Original Grant Budget, and Work Plan #1 budget (mostly assessment and soil sampling):

Table 2
Grant Cumulative Expenditures Table

Cumulative Expenditures Table		
Task	Original Grant Budget (Appendix A)	Work Plan #1 (Pending)
Task #1 Assessment and Investigation	$ 95,000	$ 19,004.30
Task #2 Due Care	$ 450,000	$ 2,040.00
Task #3 Demolition	$ 269,500	$ -
Task #4 EGLE Grant Closure Report	$ 5,000	$ -
Task #5 EGLE Sign	$ 500	$ 500.00
Task #6 Grant Administration	$ 30,000	$ 30,000.00
Task #7 Contingency	$ 150,000	$ -
EGLE Eligible Activities Total Costs	$ 1,000,000	$ 51,544.30

Staff has sent some questions to SME and owner regarding what additional activities are being funded by the EGLE Grant, since the original Brownfield Plan only had $572,000 in Environmental Activities. Also, the TIF Tables should be re-run in the Work Plan, given fewer Eligible Activities. And, Interest on the Non-

Environmental Activities should be lower, given the reduction in total Eligible Activities. I recommend the Work Plan be moved ahead, and a small sub-committee can review final changes with staff, prior to sending to the MEDC.

2. 121 Catherine LBRF Grant Eligible Activities Approval – Action

Please see a third draw request on the LBRF Grant for 121 Catherine Street, in downtown Ann Arbor. The current request is for $292,626.25, which would bring the total reimbursed to $736,990.13 of the total awarded of $959,406. The current request consists of Backfill, Urban Stormwater Management, and some soft costs.

Site Construction Photo from March 5, 2025

As you can see in Table 1 - LBRF Budget Tracking, budgets between tasks have been shifted to make up cost increases. This includes budgets from pre-approved activities, Site Preparation and Infrastructure, going to Environmental Response. These shifts were anticipated and written into the LBRF Grant Agreement.

Link to LBRF Back-Up Documentation:
https://drive.google.com/drive/folders/1J0MI4CkhQ6R5Rx41VKy6vZYVmBvehzRw?usp=sharing

Staff recommends approval and reimbursement of $292,626.25 in LBRF Grant Eligible Activities.

3. Brownfield Reimbursement Agreement Template – Discussion

We routinely utilize a template for Brownfield Reimbursement Agreements that has been approved by County Corporation Counsel. At times, the Agreement is customized for the particulars of the project. Mr. Harless has asked for a review of our Template, and made some suggested revisions. A redline and clean version are in the packet. Consider this an opening discussion on possible amendments to our template. Any changes would have to be reviewed by Corporation Counsel.

4. Third Party Legal Fees Required for Brownfield Projects – Discussion

County Corporation Counsel is consulted and must approve all Agreements and Contracts and other Legal documents the Authority enters into. This would include Brownfield TIF Reimbursement Agreements, Grant Agreements where the Authority grants funds, and EGLE Grant Agreements where the County or Authority is receiving funds. It also includes special agreements required for the Dorsey Estates housing development, such as Affordable Housing Covenants and Escrow Agreements.

County Corporation Counsel costs are charged through "CAP" charges to all departments. CAP charges are levied to the Brownfield Program and paid out of administrative fees revenue. The total CAP charges for the last several years ranged between $21K and $24K per year.

Setting aside how these charges are calculated, and whether they're reasonable, the question that has been raised by a large project we are currently reviewing regarding how to pay for third-party legal fees that will be incurred by Corp Counsel, which will be directly passed to the Authority. I'm looking for feedback on the following options:

1. The Authority requests an escrow deposit from the developer of $5,000 or $10,000 against which third-party legal fees are charged. If the escrow gets too low, additional escrow will be requested. The developer can add these costs to the "Brownfield Plan Preparation" Eligible Activity Category in the Brownfield Plan. This will require an "escrow agreement" with the developer.
2. The Authority absorbs all third-party legal fees and pays for them out of Administrative revenue. In other words, these fees are handled just like Corporation Counsel CAP charges to our program.
3. Take the #2 approach, AND include Authority-reimbursable "Brownfield Plan Preparation" fees in the Brownfield Plan, to be reimbursed to the Authority from the first available Tax Capture on the project. (This would be a 2 or 3 year delay in reimbursing the Authority for the legal fees).

Staff is not in favor of option #2, as these costs are not controlled, and could be significant if we have several complicated projects in any given year. Further, if a project requires extraordinary review that results in extra fees, it's appropriate that the project pay those fees, rather than our general source of revenue. Option #1 would be the most complicated, requiring a separate, additional Agreement with the developer, and developers would likely not prefer this option. However, option #1 will not require the

Authority to “front” any funds and wait years to be reimbursed. Option #3 will be the cleanest, but will mean the Authority may pay significant fees in any given year, and not be reimbursed for several years.

I look forward to further discussion on third-party legal fees.

5. February 2025 Financial Report – Action

Please see the financial report for February. Additional distribution amounts are coming in the next month, and are noted. The 2024 proposed Admin and LBRF Capture amounts for all projects should be prepared and ready for Authority action in April.

2024 Interest: Only one project will generate interest in 2024: Grandview Commons. Please refer to the Interest calculation of $59,076.65

ACT 381 WORK PLAN TO CONDUCT MSF ELIGIBLE ACTIVITIES

300 NORTH ZEEB ROAD
ANN ARBOR, MICHIGAN 48103

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY
415 WEST MICHIGAN AVENUE, SUITE 2200
YPSILANTI, MICHIGAN 48197

SME

Prepared By: SME 43980 Plymouth Oaks Boulevard, Plymouth, Michigan 48170
February 17, 2025

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FIGURES

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APPENDICES

1. INTRODUCTION

We prepared this Work Plan (Plan) on behalf of the Washtenaw County Brownfield Redevelopment Authority (WCBRA) to secure approval from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and Michigan Strategic Fund (MSF) for capture of taxes levied for school operating purposes (tax increment revenue) for reimbursement of the costs for eligible environmental (Department Specific) and non-environmental activities necessary for the 300 North Zeeb Road development in Scio Township, Michigan (the Development). Costs of eligible activities will be reimbursed with tax increment revenue (TIR) (local and school operating taxes) captured through the WCBRA. We prepared this Plan pursuant to the Brownfield Redevelopment Financing Act, Act 381, Public Acts of Michigan, 1996, as amended (Act 381) and using the EGLE and Michigan Economic Development Corporation (MEDC) Act 381 Work Plan Guidance, Instructions, and associated Act 381 Work Plan and TIF Table Templates.

The brownfield plan was recommended for approval by the WCBRA on May 11, 2023, the Scio Township Board of Trustees concurred with the provisions of the brownfield plan on April 25, 2023, and the Washtenaw County Board of Commissioners approved the plan on June 7, 2023. The approved brownfield plan and associated approval resolutions are included in Appendix A. The development entity for this redevelopment and the signatory to the reimbursement agreement is A2 Zeeb LLC (DBA Mi-HQ) (the Developer). The reimbursement agreement is included in Appendix B.

1.1 PROPOSED REDEVELOPMENT AND FUTURE USE FOR EACH ELIGIBLE PROPERTY

The Property consists of an approximately 29.1-acre parcel of land located east of North Zeeb Road and north of I-94 in Scio Township, Michigan. The Property is currently developed with a 162,500 square foot industrial/engineering building, an 8,280 square foot vault building, and a 2,800 square foot garage. The tax identification number of the parcel is H-08-22-200-002.

A2 Zeeb LLC (DBA Mi-HQ) is completely renovating the obsolete building at 300 N. Zeeb Road. The current infrastructure and layout were designed to support the conversion of printed material to microfiche and more recently from print and microfiche to digital media for archiving.

Mi-HQ's redevelopment plans include a complete interior strip-out, followed by a building reconfiguration to support office, R&D and pilot scale manufacturing of several different green tech, life science and microelectronics products. Substantial interior demolition will be necessary in order to gain access to much of the hazardous material. A licensed and certified asbestos abatement contractor will strip-out and dispose of the asbestos containing materials. This includes floor tile, ductwork and any pipe insulation containing asbestos as identified in the site assessment. Post-abatement, additional interior demolition is necessary to prepare for renovation.

Chlorinated solvents at concentrations exceeding EGLE screening levels and criteria were encountered during previous environmental assessments beneath a section of warehouse. MI-HQ plans to cut the concrete floor, excavate impacted soil, and dispose of the contaminated soils in an appropriate landfill. EGLE approved a brownfield grant to support these activities.

Once the interior of the building is abated of contaminants and partitions, a new space configuration will be framed out to accommodate the needs of multiple tenants. Specialized infrastructure including, clean rooms, dry rooms and wet labs will be installed as part of the new floor plan. New walls, ceilings and floor coverings will be installed. New HVAC, electrical and plumbing will be installed. Specialty HVAC systems will be used to support the clean rooms, dry rooms and wet labs. If feasible, MI-HQ will utilize high efficiency heating and cooling systems including geothermal and waste heat recovery systems. The existing EPDM roof and insulation board will be removed and replaced. Due to the scarcity of EPDM materials and insulation board, it is anticipated that a combination of polyurethane foam insulation and modified bitumen roofing will be used as a replacement. Exterior brick veneer will be cleaned, tuckpointed and repaired where necessary. Exterior single pane windows along the west, south and east facade will be replaced with modern double-glazed insulated glass. The exterior EFIS system along the roofline of the building will be restored and painted to enhance the aged look of the building. Existing roof mounted mechanical mezzanines, visible from below, will be finished to better blend with the building, reducing their visual impact.

The grounds surrounding the building will be landscaped utilizing a combination of native grasses, trees, raised beds and traditional grass. Along the north property line, a berm planted with trees will be constructed to help screen nearby residential neighbors from the industrial use of the site. Redevelopment plans include pulverization and repaving of the existing parking areas is planned. A civil engineer is completing an analysis of total parking needs in hopes of reducing the amount of paved area. This will help reduce water runoff. Stormwater management systems, including bio swales and other best management practices will be used to improve stormwater quality.

The total estimated investment for the Development is $100 million of private investment; approximately $2.2 million is being requested for reimbursement of the brownfield eligible activities. The Development is also expected to spur ancillary commercial development, which will increase property values in Scio Township, thereby improving the tax base. The development and the current and future commercial establishments in the area will benefit from increased worker traffic and increased worker spending.

1.2 ELIGIBLE PROPERTY INFORMATION

1.2.1 PROPERTY ELIGIBILITY – LOCATION/LEGAL DESCRIPTION

The Property is located east of North Zeeb Road and north of I-94 in Scio Township, Michigan. The Property location and surrounding area are shown on Figure 1. The Property includes one parcel of land. The Property information is summarized below.

ADDRESS	PARCEL ID	APPROXIMATE PARCEL SIZE	BASIS OF ELIGIBILITY
300 North Zeeb Road	H-08-22-200-005	29.14	Facility

The Eligible Property boundaries are shown on Figure 2. The legal description of each of the parcels is provided Appendix D.

1.2.2 CURRENT OWNERSHIP

ADDRESS	OWNER	OWNER CONTACT INFORMATION
300 North Zeeb Road	A2 Zeeb Holdings, LLC	Mark Smith 600 S Wagner Road Ann Arbor, Michigan 48103 P: 734-516-1368 E: mark@mi-hq.com

1.2.3 PROPOSED FUTURE OWNERSHIP

The ownership of the Property is not expected to change.

1.2.4 DELINQUENT TAXES, INTEREST, AND PENALTIES DUE

There are no delinquent taxes, interest or penalties related to the Property.

1.2.5 EXISTING AND PROPOSED FUTURE ZONING FOR EACH ELIGIBLE PROPERTY

The Property is currently zoned I-1: Limited Industrial and will remain the same after redevelopment.

1.3 HISTORICAL USE AND PREVIOUS OWNERSHIP OF EACH ELIGIBLE PROPERTY

1.3.1 HISTORICAL USE

The current factory building, and garage were constructed on the Property in approximately 1965. Prior Property use was residential and agricultural. Additions were constructed to the factory building between the 1960s and 1990s, and the current vault building was constructed in 1979. The factory, garage, and vault buildings were occupied by printing and microfiche developing companies from construction until approximately 2009. The Property has been vacant since 2009.

1.3.2 PREVIOUS OWNERSHIP

The previous ownership of the Property is summarized in the following table.

PARCEL	PARCEL ID	PREVIOUS OWNER
300 North Zeeb Road	H-08-22-200-005	Proquest, National Archive Publishing Co, Zeeb Road Holdings, LLC, and 300 N Zeeb LLC

1.4 CURRENT USE OF EACH ELIGIBLE PROPERTY

The Property is currently developed with a 162,500 square foot industrial/engineering building, an 8,280 square foot vault building, and a 2,800 square foot garage. The Property is currently vacant, except for renovation activities.

1.5 SITE CONDITIONS AND KNOWN ENVIRONMENTAL CONTAMINATION

Several environmental investigations have been completed at the Property since 1993. The results of the assessments have been documented in a Baseline Environmental Assessment (BEA) report completed by PM Environmental in 2022. Copies of the report are available upon request.

PM Environmental and ATC Associates, Inc (ATC) advanced soil borings, installed temporary monitoring wells and soil gas wells, and collected soil, groundwater, and soil gas samples. The samples were submitted for laboratory analysis for one or more of the following; volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PAHs), metals, ammonia, chloride, and/or glycols. The assessments identified various VOCs above Part 201 Generic Cleanup (Part 201) criteria in the soil, groundwater, and soil gas samples, and metals above Part 201 criteria in the groundwater samples. The known soil, groundwater, and soil gas contamination identified by PM Environmental are show in Appendix D.

The general soil profile consists of sand and/or gravelly sand to a depth of at least 25 feet below ground surface (bgs). Groundwater was encountered at approximately 3.5 feet to 30 feet bgs.

1.6 FUNCTIONALLY OBSOLETE AND/OR BLIGHTED CONDITIONS

Not applicable.

1.7 INFORMATION REQUIRED BY SECTION 15(15) OF THE STATUTE

1.7.1 SUFFICIENCY OF THE INDIVIDUAL ACTIVITIES INCLUDED IN THE WORK PLAN TO COMPLETE THE ELIGIBLE ACTIVITY

- **Demolition** — site demolition activities are sufficient because they will demolish the interior of the buildings, which is needed to allow for the redevelopment.
- **Asbestos and Hazardous Materials** – asbestos and hazardous materials activities are sufficient because they will remove asbestos and hazardous materials.

1.7.2 NECESSITY OF THE INDIVIDUAL ACTIVITIES INCLUDED IN THE WORK PLAN TO COMPLETE THE ELIGIBLE ACTIVITY

- **Demolition** – the demolition of the interior of the buildings is required because the development cannot be completed without renovating the interior of the buildings.
- **Asbestos and Hazardous Materials** – the asbestos and hazardous materials activities are required because the asbestos and hazardous materials will need to be removed in order facilitate the redevelopment.

1.7.3 REASONABLENESS OF THE COSTS FOR EACH INDIVIDUAL ACTIVITY

The project design has undergone multiple iterations focused on saving costs through redesigns and value engineering. The costs for the eligible activities were based on reasonable cost estimates obtained through experience or on pre-construction estimates. The cost estimates for eligible activities were developed by A2 Zeeb, LLC's project construction team members.

1.7.4 OVERALL BENEFIT TO THE PUBLIC

The Property is ideally located east of North Zeeb Road and north of I-94 and is a prominent piece of property that has been underutilized and has been an eyesore for decades. This project will continue the redevelopment of Scio Township.

- The preparation of the Property and the subsequent construction will provide much needed work for area engineering and construction firms.
- It is anticipated that approximately 300 new full-time post-construction jobs will be created based on similar sized projects.
- The current and future commercial establishments in the area of the Development would benefit from increased worker traffic and increased worker spending.
- The Development is expected to attract additional companies to Scio Township, resulting in the continued expansion of the area and creation of additional jobs for the area.
- Additional usable industrial space will be added in Scio Township, resulting in an increase of approximately $8.5 million in the taxable value of the Property within one year after project completion, increasing the economic base for the Township and its schools.
- The Development will remove contamination and provide dermal protection from remaining contamination. It will also implement engineering controls to mitigate other environmental contamination concerns.

1.7.5 REUSE AND REDEVELOPMENT OF BLIGHTED PROPERTY

No blighted conditions exist on the Property.

1.7.6 JOB CREATION

MI-HQ's management team has over 30 years of real estate development experience, with experience in new construction and renovations, the team has worked on commercial, industrial, recreational/sport and residential projects. Developer has had a number of successful residential project development as well as redevelopments of existing buildings. This includes the Pall/Gelman site in Ann Arbor which is a well know brownfield site. Developer was able to work cooperatively with EGLE, Pall, township, and county to successfully redevelop the site creating more than 300 jobs and dozens of STEM focused companies. Approximately 300 new post-construction jobs are anticipated for this project, too.

1.7.7 UNEMPLOYMENT RATES

According to the Michigan Bureau of Labor Market Information and Strategic Initiatives, for December 2024, the Washtenaw County unemployment rate is 4.0%. This is slightly lower than the State of Michigan unemployment rate of 5.0% for the same time period.

1.7.8 LEVEL AND EXTENT OF CONTAMINATION ALLEVIATED BY ELIGIBLE ACTIVITIES-

Soil, groundwater, and soil gas on the Property are contaminated with VOCs and metals at levels above Part 201 criteria. Excavating and disposing of the contaminated soil will facilitate the redevelopment and limit future human contact/exposure to impacted materials. Lining the stormwater pond will limit infiltration and migration of impacted groundwater offsite.

1.7.9 PRIVATE SECTOR INVESTMENT

The anticipated private investment in the Development is $115 million.

1.7.10 CREATION OF ADDITIONAL BROWNFIELDS DUE TO RELOCATION

The project is being constructed on a speculative basis and does not have a committed tenant as of the writing of this Plan. This project was planned to create new industrial capacity and is therefore not anticipated to create additional brownfield sites.

1.7.11 PROJECT FINANCING

It is anticipated that the Project will be completed with developer equity and traditional bank financing.

1.7.13 OTHER RELEVANT INFORMATION

None.

1.7.12 OTHER STATE AND/OR LOCAL INCENTIVES

The Developer was awarded a $1.0 MM EGLE grant to cover environmental costs on the Property.

A P.A. 210 Commercial Rehabilitation Act abatement is being contemplated for this project. The Scio Township Board of Trustees approved a 5-year abatement at their April 11, 2023 meeting. This has been reflected in the TIF Tables.

2. SCOPE OF WORK AND COSTS

The eligible environmental (EGLE) and non-environmental (MSF) activities for the project are summarized in the following subsections. Additional detailed budget information, including a breakdown of the activities by category, is presented in Table 1 and summarized in Section 2.4.

2.1 DEPARTMENT SPECIFIC ACTIVITIES

The Developer was awarded a $1.0 MM EGLE grant to cover environmental costs on the Property. As such, no environmental eligible activities are anticipated for this Plan.

2.2 MSF ELIGIBLE ACTIVITIES

This section of the Work Plan has been prepared to facilitate MEDC/MSF review of the scope of work for non-environmental activities necessary to support redevelopment of the Property. Detailed scopes of work for each of the nonenvironmental tasks are presented in the following subsections. Additional detailed budget information, including a breakdown of the activities by categories is presented in Table 1.

2.2.1 DEMOLITION AND ABATEMENT

In order to complete the renovation, significant interior demolition activities will need to be completed. These include demolition of interior walls, surfaces, floors, and utilities; and demolition required for exterior building improvements. It is also anticipated that asbestos and lead-based paint abatement may be necessary.

2.2.1.1 SITE CONSTRUCTION MANAGEMENT

This category includes soft costs associated with managing the redevelopment. The redevelopment activities will be managed and coordinated to ensure compliance with project goals, environmental requirements, system designs, construction restrictions, and site safety protocols. This redevelopment effort will involve interfacing with multiple contractors, consultants, and engineers. Monitoring, managing, and coordinating the redevelopment presents significant challenges and require significant levels of effort.

2.2.1.2 GENERAL CONDITIONS

The non-environmental activities involved in redeveloping this Property are numerous and complex. They will involve multiple contractors, consultants, and engineers. The general contractor will incur costs for general conditions during completion of site preparation activities. These include site management, material handling, maintaining staging areas, and trash removal.

2.2.2 INTEREST

The anticipated interest cost is $336,802.

2.2.3 BROWNFIELD PLAN AND/OR WORK PLAN PREPARATION

This Work Plan and included Brownfield Plan were prepared under the direction of the WCBRA. Costs for preparing these documents are eligible for reimbursement using local and school tax increment revenue captured under Act 381. The costs have been split between non-environmental and environmental activities. The cost of these tasks is estimated at $15,000.

2.2.4 BROWNFIELD PLAN AND/OR WORK PLAN IMPLEMENTATION

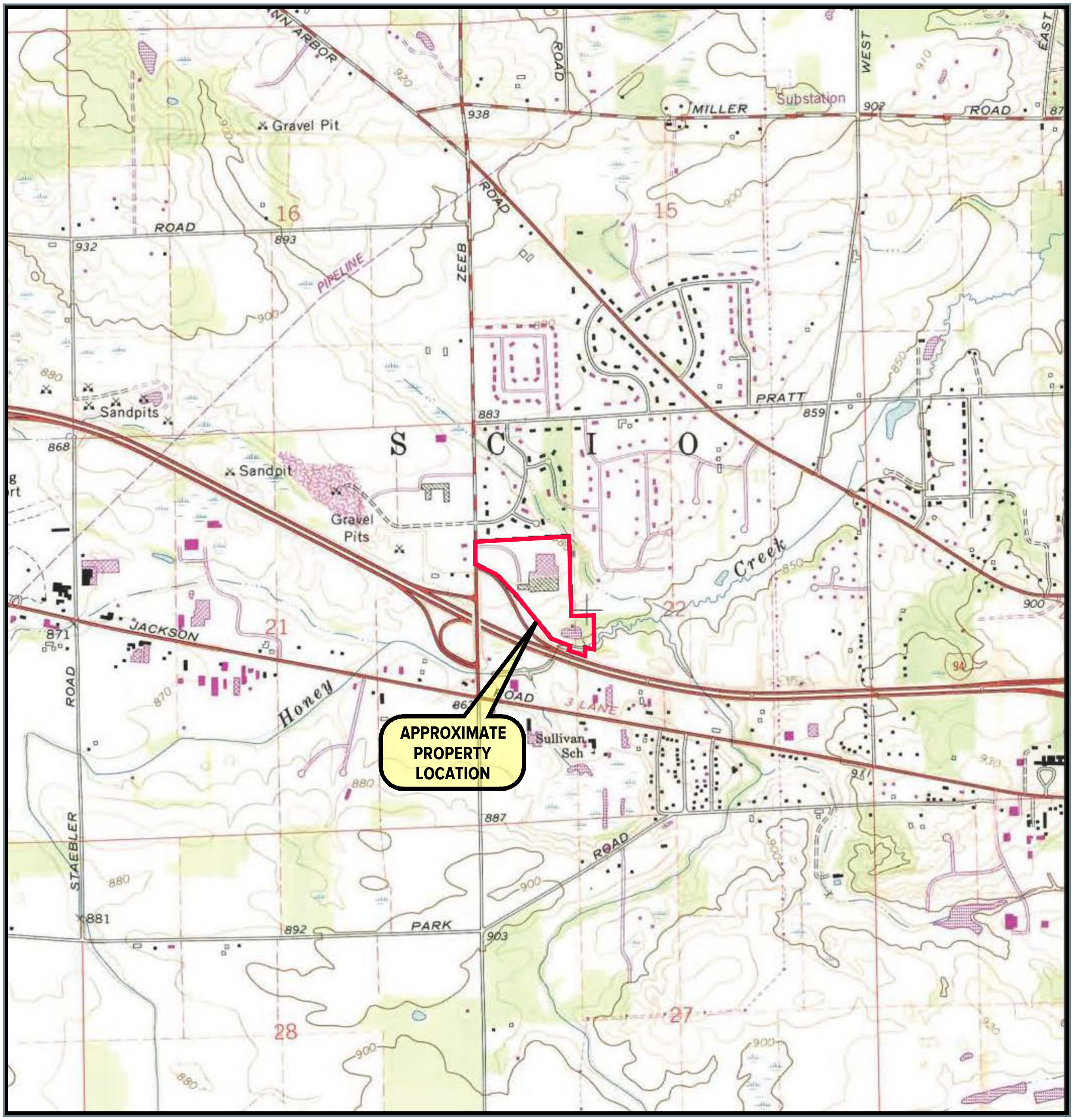
Considerable effort will be required to compile, review, verify eligibility, and approve many individual invoices and pay requests prior to submission to Scio Township for payment using their TIR. Each invoice and pay request will have to be allocated to the appropriate Work Plan task(s), and task and project budgets will have to carefully tracked. Accumulated invoices, cost tracking tables, and other documentation will be collated into a form and format suitable for submission to Scio Township for reimbursement. The cost of these tasks is estimated at $15,000.

2.3 ELIGIBLE ACTIVITIES AND SCHEDULE

The table below provides a summary of the total costs within each EGLE and MSF category and the estimated schedule for completion of each task. Please note, the attached Table 1 provide more detailed cost estimates for the eligible activities included in this Work Plan. The impacts on taxing jurisdictions and the reimbursement allocations are included in the attached Tables 2 and 3.

MSF ELIGIBLE COSTS AND SCHEDULE		
MSF ACTIVITIES	**COST**	**COMPLETION SEASON/YEAR**
DEMOLITION		
Demolition	$891,500	Winter 2026
Site Construction Management	$44,575	Winter 2026
General Conditions	$44,575	Winter 2026
DEMOLITION SUB-TOTAL	**$980,650**	
ASBESTOS AND HAZARDOUS MATERIALS		
Asbestos Abatement	$595,000	Winter 2025
ASBESTOS AND HAZARDOUS MATERIALS SUB-TOTAL	**$595,000**	
MSF ELIGIBLE ACTIVITIES SUB-TOTAL:	**$1,575,650**	
CONTINGENCY (15%)	$236,348	
INTEREST (0%)	$336,802	
BROWNFIELD PLAN AND/OR WORK PLAN PREPARATION	$15,000	
BROWNFIELD PLAN AND/OR WORK PLAN IMPLEMENTATION	$15,000	
MSF ELIGIBLE ACTIVITIES TOTAL COSTS:	**$2,186,300**	

FIGURES



Base map obtained from ERIS®

USGS QUADRANGLE(s) REFERENCED

ANN ARBOR WEST (MI) 1965
PHOTO REVISED 1983

0' 2000'

SCALE: 1" = 2000'

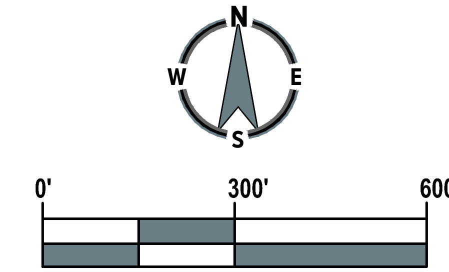
No.	Revision Date	Date	12-20-2022
		Drawn By	CRC
		Designed By	BS
		Scale	1" = 2000'
		Project	091318.00

PROPERTY LOCATION MAP
300 N. ZEEB ROAD
SCIO TOWNSHIP, MICHIGAN

SME
www.sme-usa.com

Figure No. 1

Dec 21, 2022 - 2:12pm - cindy.rocha-ceron \\Sme-inc\pz\WIP\091318.00\CAD\Design Files\ENV\Rev0\091318.00-Phase I.dwg



GRAPHIC SCALE: 1" = 300'

LEGEND

APPROXIMATE PROPERTY BOUNDARY

NOTE:

1. BASE DRAWING INFORMATION TAKEN FROM BING MAPS WITH A CLIPPED IMAGE DATE ON 02/07/2025 AND SITE RECONNAISSANCE.

www.sme-usa.com

Project

300 N. ZEEB ROAD

Project Location

SCIO TOWNSHIP, MICHIGAN

Sheet Name

ELIGIBLE PROPERTY MAP

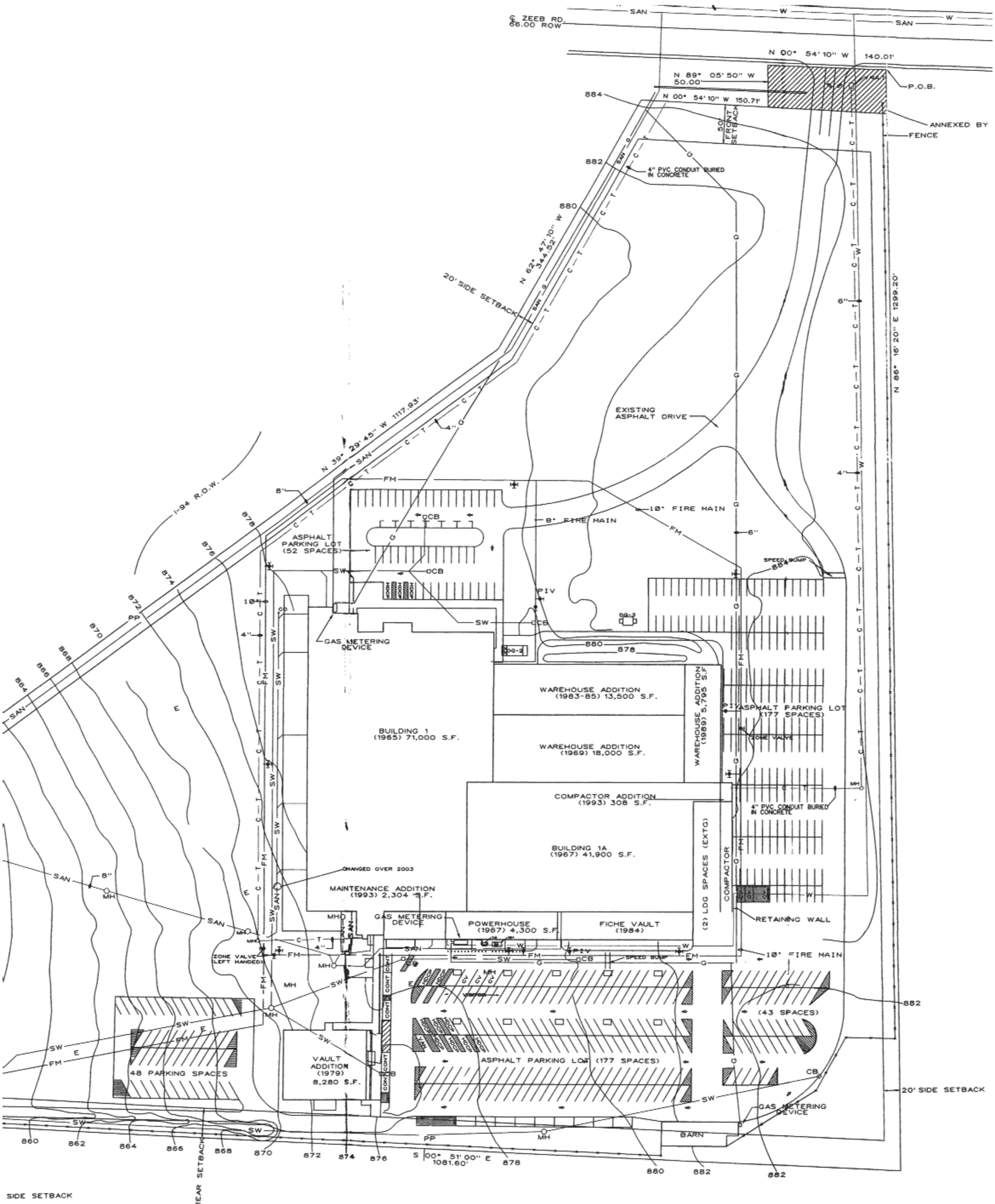
No.	Revision Date

Date	02-07-2025
CADD	AJD
Designer	MAR
Scale	AS NOTED
Project	091318.00
Figure No.	2

DRAWING NOTE: SCALE DEPICTED IS MEANT FOR 11" X 17" AND WILL SCALE INCORRECTLY IF PRINTED ON ANY OTHER SIZE MEDIA

\\sme-inc\pz\WIP\091318.00\CAD\Design Files\ENV\Rev2\091318.00-Eligible Property Map.dwg

PLOT DATE: Feb 07, 2025 - 9:51am - ashley.defrenn



MAVD
MAVDevelopment
www.mavd.com
734.930.6700

Project:
300 North Zeeb
Ann Arbor, Michigan 48104

Date:
09.06.12

Issued For:
Record

Title:
Site Plan
Not to Scale

EXISTING BUILDINGS

TABLES

TABLE 1
MSF ELIGIBLE ACTIVITIES AND COSTS
300 N. ZEEB RD. REDEVELOPMENT

MSF ELIGIBLE (NON-ENVIRONMENTAL) ACTIVITIES							TIF SOURCES	
TASK/ACTIVITY	COST ITEM	UNIT COST	UNITS	QUANTITY	COST	TOTAL COST	State	Local
Asbestos and Hazardous Materials								
Asbestos Abatement	Assess and abate asbestos containing materials in the existing structures	$ 595,000	ea.	1	$ 595,000	$ 595,000	$ 449,919	$ 145,081
					Asbestos and Hazardous Materials Subtotal:	**$ 595,000**	**$ 449,919**	**$ 145,081**
Demolition Activities								
Demolition	Interior Demolition	$ 891,500	ea.	1	$ 891,500	$ 891,500	$ 674,122	$ 217,378
Site Construction Management	Planning, design, administrative, and management	5.0%	ea.	891,500	$ 44,575	$ 44,575	$ 33,706	$ 10,869
General Conditions	Contractor's mobilization, demobilization, site security, site office, etc.	5.0%	ea.	891,500	$ 44,575	$ 44,575	$ 33,706	$ 10,869
					Demolition Activities Subtotal:	**$ 980,650**	**$ 741,534**	**$ 239,116**
Brownfield Work Plans								
Preparation and review of Act 381 Work Plan	Brownfield Plan	$ 7,500	ea.	1	$ 7,500	$ 7,500	$ 5,671	$ 1,829
	Act 381 Work Plan[1]	$ 15,000	ea.	1	$ 15,000	$ 15,000	$ 11,342	$ 3,658
	Implementation of Brownfield Plan and Act 381 Work Plan[1]	$ 15,000	ea.	1	$ 15,000	$ 15,000	$ 11,342	$ 3,658
					Brownfield Work Plans Subtotal:	**$ 37,500**	**$ 28,355**	**$ 9,145**
					Non-Environmental Subtotal:	**$ 1,613,150**	**$ 1,219,808**	**$ 393,342**
	Non-Environmental Contingency	$ 1,575,650	eligible costs	15%	$ 236,348	$ 236,348	$ 178,718	$ 57,630
	Interest	$ 1,849,498	eligible costs	5%	$ 336,802	$ 336,802	$ 254,679	$ 82,124
TOTAL ELIGIBLE NON-ENVIRONMENTAL (MSF) COSTS:						**$ 2,186,300**	**$ 1,653,205**	**$ 533,096**

TABLE 2a
Tax Increment Revenue Capture Estimates (Capture Below DDA Base)

300 N. Zeeb Rd. Redevelopment
Scio Twp., Michigan
4/19/2023

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	TOTAL
Plan Year		**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**TOTAL**
Calendar Year		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2038	2039	
Base Taxable Value		$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	
Estimated New TV		$ 2,049,900	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	
Estimated Abated TV		$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910				
Incremental Difference (New TV - Base TV)		**$ 225,990**	**$ 2,176,090**	**$ 2,176,090**	**$ 2,176,090**	**$ 2,176,090**	**$ 2,176,090**	**$ 2,176,090**	**$ 2,176,090**	**$ 2,176,090**	**$ 2,176,090**	**$ 2,176,090**	**$ 2,176,090**	**$ 2,176,090**	**$ 2,176,090**	**$ 2,176,090**	**$ 2,176,090**	
School Capture	Millage Rate																	
State Education Tax (SET)	6.0000	$ 1,356	$ 13,057	$ 13,057	$ 13,057	$ 13,057	$ 13,057	$ 13,057	$ 13,057	$ 13,057	$ 13,057	$ 13,057	$ 13,057	$ 13,057	$ 13,057	$ 13,057	$ 13,057	$ 197,211
School Operating Tax	18.0000	$ 4,068	$ 39,170	$ 39,170	$ 39,170	$ 39,170	$ 39,170	$ 39,170	$ 39,170	$ 39,170	$ 39,170	$ 39,170	$ 39,170	$ 39,170	$ 39,170	$ 39,170	$ 39,170	$ 591,618
School Total	**24.0000**	**$ 5,424**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 788,829**
Local Capture[5]	Millage Rate	**Construction Peric**	**5-Year PA 210**															
County	7.0413	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,323	$ 15,323	$ 15,323	$ 15,323	$ 15,323	$ 15,323	$ 15,323	$ 15,323	$ 15,323	$ 15,323	$ 153,230
Twp-Operating	0.9104	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,981	$ 1,981	$ 1,981	$ 1,981	$ 1,981	$ 1,981	$ 1,981	$ 1,981	$ 1,981	$ 1,981	$ 19,810
Twp-Conservation	0.4725	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,028	$ 1,028	$ 1,028	$ 1,028	$ 1,028	$ 1,028	$ 1,028	$ 1,028	$ 1,028	$ 1,028	$ 10,280
Twp-Transportat	0.3468	$ -	$ -	$ -	$ -	$ -	$ -	$ 755	$ 755	$ 755	$ 755	$ 755	$ 755	$ 755	$ 755	$ 755	$ 755	$ 7,550
Twp-Parks	0.6398	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,392	$ 1,392	$ 1,392	$ 1,392	$ 1,392	$ 1,392	$ 1,392	$ 1,392	$ 1,392	$ 1,392	$ 13,920
School-Voted	2.4103	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,245	$ 5,245	$ 5,245	$ 5,245	$ 5,245	$ 5,245	$ 5,245	$ 5,245	$ 5,245	$ 5,245	$ 52,450
Fire Services	1.3500	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,938	$ 2,938	$ 2,938	$ 2,938	$ 2,938	$ 2,938	$ 2,938	$ 2,938	$ 2,938	$ 2,938	$ 29,380
Library-Operatng	1.8228	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,967	$ 3,967	$ 3,967	$ 3,967	$ 3,967	$ 3,967	$ 3,967	$ 3,967	$ 3,967	$ 3,967	$ 39,670
WCC-Operating	3.3548	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,300	$ 7,300	$ 7,300	$ 7,300	$ 7,300	$ 7,300	$ 7,300	$ 7,300	$ 7,300	$ 7,300	$ 73,000
WISD	5.5989	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,184	$ 12,184	$ 12,184	$ 12,184	$ 12,184	$ 12,184	$ 12,184	$ 12,184	$ 12,184	$ 12,184	$ 121,840
Local Total	**23.9476**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 52,113**	**$ 52,113**	**$ 52,113**	**$ 52,113**	**$ 52,113**	**$ 52,113**	**$ 52,113**	**$ 52,113**	**$ 52,113**	**$ 52,113**	**$ 521,130**
Non-Capturable Millages[5]	Millage Rate																	
School-Debt	4.1000	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,922	$ 8,922	$ 8,922	$ 8,922	$ 8,922	$ 8,922	$ 8,922	$ 8,922	$ 8,922	$ 8,922	$ 89,220
Total Non-Capturable Taxes	**4.1000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 8,922**	**$ 8,922**	**$ 8,922**	**$ 8,922**	**$ 8,922**	**$ 8,922**	**$ 8,922**	**$ 8,922**	**$ 8,922**	**$ 8,922**	**$ 89,220**
Total Tax Increment Revenue (TIR)		**$ 5,424**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 104,340**	**$ 104,340**	**$ 104,340**	**$ 104,340**	**$ 104,340**	**$ 104,340**	**$ 104,340**	**$ 104,340**	**$ 104,340**	**$ 104,340**	**$ 1,309,959**

TABLE 2b

Tax Increment Revenue Capture Estimates (DDA Capture)

300 N. Zeeb Rd. Redevelopment

Scio Twp., Michigan

4/19/2023

Estimated Taxable Value (TV) Increase Rate: 2% per year

	Millage Rate	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	TOTAL
Plan Year		**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**TOTAL**
Calendar Year		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2038	2039	
Base Taxable Value		$ -	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	
Estimated New TV		$ -	$ 8,531,010	$ 8,701,630	$ 8,875,663	$ 9,053,176	$ 9,234,240	$ 9,418,924	$ 9,607,303	$ 9,799,449	$ 9,995,438	$ 10,195,347	$ 10,399,254	$ 10,607,239	$ 10,819,383	$ 11,035,771	$ 11,256,487	
Estimated Abated TV		$ -	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000				
Incremental Difference (New TV - Base TV)		**$ -**	**$ 4,531,010**	**$ 4,701,630**	**$ 4,875,663**	**$ 5,053,176**	**$ 5,234,240**	**$ 5,418,924**	**$ 5,607,303**	**$ 5,799,449**	**$ 5,995,438**	**$ 6,195,347**	**$ 6,399,254**	**$ 6,607,239**	**$ 6,819,383**	**$ 7,035,771**	**$ 7,256,487**	
School Capture	Millage Rate																	
State Education Tax (SET)	6.0000	$ -																$ -
School Operating Tax	18.0000	$ -																$ -
School Total	**24.0000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Local Capture[5]	Millage Rate	**Construction Peric**	**5-Year PA 210**															
County	7.0413	$ -	$ -	$ -	$ -	$ -	$ -	$ 19,078	$ 19,742	$ 20,418	$ 21,108	$ 21,812	$ 22,530	$ 23,262	$ 24,009	$ 24,771	$ 25,548	$ 222,275
Twp-Operating	0.9104	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,467	$ 2,553	$ 2,640	$ 2,729	$ 2,820	$ 2,913	$ 3,008	$ 3,104	$ 3,203	$ 3,303	$ 28,738
Twp-Conservation	0.4725	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,280	$ 1,325	$ 1,370	$ 1,417	$ 1,464	$ 1,512	$ 1,561	$ 1,611	$ 1,662	$ 1,715	$ 14,915
Twp-Transportat	0.3468	$ -	$ -	$ -	$ -	$ -	$ -	$ 940	$ 973	$ 1,006	$ 1,040	$ 1,075	$ 1,110	$ 1,146	$ 1,183	$ 1,220	$ 1,259	$ 10,948
Twp-Parks	0.6398	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,734	$ 1,794	$ 1,855	$ 1,918	$ 1,982	$ 2,047	$ 2,114	$ 2,182	$ 2,251	$ 2,322	$ 20,197
School-Voted	2.4103	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,531	$ 6,758	$ 6,989	$ 7,226	$ 7,467	$ 7,712	$ 7,963	$ 8,219	$ 8,479	$ 8,745	$ 76,086
Fire Services	1.3500	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,658	$ 3,785	$ 3,915	$ 4,047	$ 4,182	$ 4,320	$ 4,460	$ 4,603	$ 4,749	$ 4,898	$ 42,616
Library-Operatng	1.8228	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,939	$ 5,111	$ 5,286	$ 5,464	$ 5,647	$ 5,833	$ 6,022	$ 6,215	$ 6,413	$ 6,614	$ 57,541
WCC-Operating	3.3548	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,090	$ 9,406	$ 9,728	$ 10,057	$ 10,392	$ 10,734	$ 11,083	$ 11,439	$ 11,802	$ 12,172	$ 105,902
WISD	5.5989	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,170	$ 15,698	$ 16,236	$ 16,784							$ 63,887
Local Total	**23.9476**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 64,885**	**$ 67,141**	**$ 69,441**	**$ 71,788**	**$ 56,839**	**$ 58,709**	**$ 60,617**	**$ 62,563**	**$ 64,548**	**$ 66,574**	**$ 643,104**
Non-Capturable Millages[5]	Millage Rate																	
School-Debt	4.1000	$ -	$ -	$ -	$ -	$ -	$ -	$ 22,218	$ 22,990	$ 23,778	$ 24,581	$ 25,401	$ 26,237	$ 27,090	$ 27,959	$ 28,847	$ 29,752	$ 258,853
Total Non-Capturable Taxes	**4.1000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 22,218**	**$ 22,990**	**$ 23,778**	**$ 24,581**	**$ 25,401**	**$ 26,237**	**$ 27,090**	**$ 27,959**	**$ 28,847**	**$ 29,752**	**$ 258,853**
Total Tax Increment Revenue (TIR)		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 64,885**	**$ 67,141**	**$ 69,441**	**$ 71,788**	**$ 56,839**	**$ 58,709**	**$ 60,617**	**$ 62,563**	**$ 64,548**	**$ 66,574**	**$ 643,105**

TABLE 2c

Tax Increment Revenue Capture Estimates (Capture Above DDA Base)

300 N. Zeeb Rd. Redevelopment
Scio Twp., Michigan
4/19/2023

Estimated Taxable Value (TV) Increase Rate: 2% per year

Plan Year		**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**TOTAL**
Calendar Year		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2038	2039	
Base Taxable Value			$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	
Estimated New TV			$ 8,531,010	$ 8,701,630	$ 8,875,663	$ 9,053,176	$ 9,234,240	$ 9,418,924	$ 9,607,303	$ 9,799,449	$ 9,995,438	$ 10,195,347	$ 10,399,254	$ 10,607,239	$ 10,819,383	$ 11,035,771	$ 11,256,487	
Estimated Abated TV			$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000				
Incremental Difference (New TV - Base TV)		**$ -**	**$ 4,531,010**	**$ 4,701,630**	**$ 4,875,663**	**$ 5,053,176**	**$ 5,234,240**	**$ 5,418,924**	**$ 5,607,303**	**$ 5,799,449**	**$ 5,995,438**	**$ 6,195,347**	**$ 6,399,254**	**$ 6,607,239**	**$ 6,819,383**	**$ 7,035,771**	**$ 7,256,487**	
School Capture	Millage Rate																	
State Education Tax (SET)	6.0000	$ -	$ 27,186	$ 28,210	$ 29,254	$ 30,319	$ 31,405	$ 32,514	$ 33,644	$ 34,797	$ 35,973	$ 37,172	$ 38,396	$ 39,643	$ 40,916	$ 42,215	$ 43,539	$ 525,183
School Operating Tax	18.0000	$ -	$ 81,558	$ 84,629	$ 87,762	$ 90,957	$ 94,216	$ 97,541	$ 100,931	$ 104,390	$ 107,918	$ 111,516	$ 115,187	$ 118,930	$ 122,749	$ 126,644	$ 130,617	$ 1,575,545
School Total	**24.0000**	**$ -**	**$ 108,744**	**$ 112,839**	**$ 117,016**	**$ 121,276**	**$ 125,621**	**$ 130,055**	**$ 134,575**	**$ 139,187**	**$ 143,891**	**$ 148,688**	**$ 153,583**	**$ 158,573**	**$ 163,665**	**$ 168,859**	**$ 174,156**	**$ 1,594,048**
Local Capture[5]	Millage Rate	**Construction Peric**	**5-Year PA 210**															
County	7.0413	$ -	$ -	$ -	$ -	$ -	$ -	$ 19,078	$ 19,742	$ 20,418	$ 21,108	$ 21,812	$ 22,530	$ 23,262	$ 24,009	$ 24,771	$ 25,548	$ 222,275
Twp-Operating	0.9104	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,467	$ 2,553	$ 2,640	$ 2,729	$ 2,820	$ 2,913	$ 3,008	$ 3,104	$ 3,203	$ 3,303	$ 28,738
Twp-Conservation	0.4725	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,280	$ 1,325	$ 1,370	$ 1,417	$ 1,464	$ 1,512	$ 1,561	$ 1,611	$ 1,662	$ 1,715	$ 14,915
Twp-Transportat	0.3468	$ -	$ -	$ -	$ -	$ -	$ -	$ 940	$ 973	$ 1,006	$ 1,040	$ 1,075	$ 1,110	$ 1,146	$ 1,183	$ 1,220	$ 1,259	$ 10,948
Twp-Parks	0.6398	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,734	$ 1,794	$ 1,855	$ 1,918	$ 1,982	$ 2,047	$ 2,114	$ 2,182	$ 2,251	$ 2,322	$ 20,197
School-Voted	2.4103	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,531	$ 6,758	$ 6,989	$ 7,226	$ 7,467	$ 7,712	$ 7,963	$ 8,219	$ 8,479	$ 8,745	$ 76,086
Fire Services	1.3500	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,658	$ 3,785	$ 3,915	$ 4,047	$ 4,182	$ 4,320	$ 4,460	$ 4,603	$ 4,749	$ 4,898	$ 42,616
Library-Operatng	1.8228	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,939	$ 5,111	$ 5,286	$ 5,464	$ 5,647	$ 5,833	$ 6,022	$ 6,215	$ 6,413	$ 6,614	$ 57,541
WCC-Operating	3.3548	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,090	$ 9,406	$ 9,728	$ 10,057	$ 10,392	$ 10,734	$ 11,083	$ 11,439	$ 11,802	$ 12,172	$ 105,902
WISD	5.5989	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,170	$ 15,698	$ 16,236	$ 16,784	$ 34,687	$ 35,829	$ 36,993	$ 38,181	$ 39,393	$ 40,628	$ 289,598
Local Total	**23.9476**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 64,885**	**$ 67,141**	**$ 69,441**	**$ 71,788**	**$ 91,526**	**$ 94,538**	**$ 97,610**	**$ 100,744**	**$ 103,941**	**$ 107,202**	**$ 868,815**
Non-Capturable Millages[5]	Millage Rate																	
School-Debt	4.1000	$ -	$ -	$ -	$ -	$ -	$ -	$ 22,218	$ 22,990	$ 23,778	$ 24,581	$ 25,401	$ 26,237	$ 27,090	$ 27,959	$ 28,847	$ 29,752	$ 258,853
Total Non-Capturable Taxes	**4.1000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 22,218**	**$ 22,990**	**$ 23,778**	**$ 24,581**	**$ 25,401**	**$ 26,237**	**$ 27,090**	**$ 27,959**	**$ 28,847**	**$ 29,752**	**$ 258,853**
Total Tax Increment Revenue (TIR)		**$ -**	**$ 108,744**	**$ 112,839**	**$ 117,016**	**$ 121,276**	**$ 125,621**	**$ 194,940**	**$ 201,716**	**$ 208,628**	**$ 215,679**	**$ 240,214**	**$ 248,121**	**$ 256,183**	**$ 264,409**	**$ 272,800**	**$ 281,358**	**$ 2,969,544**

TABLE 2d
Tax Increment Revenue Capture Estimates (Capture Roll Up)

300 N. Zeeb Rd. Redevelopment
Scio Twp., Michigan
4/19/2023

Estimated Taxable Value (TV) Increase Rate: 2% per year

Plan Year		**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**TOTAL**
Calendar Year		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2038	2039	
Base Taxable Value		$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	
Estimated New TV		$ 2,500,000	$ 8,500,000	$ 8,670,000	$ 8,843,400	$ 9,020,268	$ 9,200,673	$ 9,384,687	$ 9,572,381	$ 9,763,828	$ 9,959,105	$ 10,158,287	$ 10,361,453	$ 10,568,682	$ 10,780,055	$ 10,995,656	$ 11,215,569	
Estimated Abated TV		$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910				
Incremental Difference (New TV - Base TV)		**$ 676,090**	**$ 6,676,090**	**$ 6,846,090**	**$ 7,019,490**	**$ 7,196,358**	**$ 7,376,763**	**$ 7,560,777**	**$ 7,748,471**	**$ 7,939,918**	**$ 8,135,195**	**$ 8,334,377**	**$ 8,537,543**	**$ 8,744,772**	**$ 8,956,145**	**$ 9,171,746**	**$ 9,391,659**	
School Capture	Millage Rate																	
State Education Tax (SET)	6.0000	$ 1,356	$ 40,243	$ 41,267	$ 42,311	$ 43,376	$ 44,462	$ 45,571	$ 46,701	$ 47,854	$ 49,030	$ 50,229	$ 51,453	$ 52,700	$ 53,973	$ 55,272	$ 56,596	$ 722,394
School Operating Tax	18.0000	$ 4,068	$ 120,728	$ 123,799	$ 126,932	$ 130,127	$ 133,386	$ 136,711	$ 140,101	$ 143,560	$ 147,088	$ 150,686	$ 154,357	$ 158,100	$ 161,919	$ 165,814	$ 169,787	$ 2,167,163
School Total	**24.0000**	**$ 5,424**	**$ 160,971**	**$ 165,066**	**$ 169,243**	**$ 173,503**	**$ 177,848**	**$ 182,282**	**$ 186,802**	**$ 191,414**	**$ 196,118**	**$ 200,915**	**$ 205,810**	**$ 210,800**	**$ 215,892**	**$ 221,086**	**$ 226,383**	**$ 2,889,557**
Local Capture[5]	Millage Rate	**Construction Peric**	**5-Year PA 210**															
County	7.0413	$ -	$ -	$ -	$ -	$ -	$ -	$ 34,401	$ 35,065	$ 35,741	$ 36,431	$ 37,135	$ 37,853	$ 38,585	$ 39,332	$ 40,094	$ 40,871	$ 375,505
Twp-Operating	0.9104	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,448	$ 4,534	$ 4,621	$ 4,710	$ 4,801	$ 4,894	$ 4,989	$ 5,085	$ 5,184	$ 5,284	$ 48,548
Twp-Conservation	0.4725	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,308	$ 2,353	$ 2,398	$ 2,445	$ 2,492	$ 2,540	$ 2,589	$ 2,639	$ 2,690	$ 2,743	$ 25,195
Twp-Transportat	0.3468	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,695	$ 1,728	$ 1,761	$ 1,795	$ 1,830	$ 1,865	$ 1,901	$ 1,938	$ 1,975	$ 2,014	$ 18,498
Twp-Parks	0.6398	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,126	$ 3,186	$ 3,247	$ 3,310	$ 3,374	$ 3,439	$ 3,506	$ 3,574	$ 3,643	$ 3,714	$ 34,117
School-Voted	2.4103	$ -	$ -	$ -	$ -	$ -	$ -	$ 11,776	$ 12,003	$ 12,234	$ 12,471	$ 12,712	$ 12,957	$ 13,208	$ 13,464	$ 13,724	$ 13,990	$ 128,536
Fire Services	1.3500	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,596	$ 6,723	$ 6,853	$ 6,985	$ 7,120	$ 7,258	$ 7,398	$ 7,541	$ 7,687	$ 7,836	$ 71,996
Library-Operatng	1.8228	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,906	$ 9,078	$ 9,253	$ 9,431	$ 9,614	$ 9,800	$ 9,989	$ 10,182	$ 10,380	$ 10,581	$ 97,211
WCC-Operating	3.3548	$ -	$ -	$ -	$ -	$ -	$ -	$ 16,390	$ 16,706	$ 17,028	$ 17,357	$ 17,692	$ 18,034	$ 18,383	$ 18,739	$ 19,102	$ 19,472	$ 178,902
WISD	5.5989	$ -	$ -	$ -	$ -	$ -	$ -	$ 27,354	$ 27,882	$ 28,420	$ 28,968	$ 46,871	$ 48,013	$ 49,177	$ 50,365	$ 51,577	$ 52,812	$ 411,438
Local Total	**23.9476**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 116,998**	**$ 119,254**	**$ 121,554**	**$ 123,901**	**$ 143,639**	**$ 146,651**	**$ 149,723**	**$ 152,857**	**$ 156,054**	**$ 159,315**	**$ 1,389,945**
Non-Capturable Millages[5]	Millage Rate																	
School-Debt	4.1000	$ -	$ -	$ -	$ -	$ -	$ -	$ 31,140	$ 31,912	$ 32,700	$ 33,503	$ 34,323	$ 35,159	$ 36,012	$ 36,881	$ 37,769	$ 38,674	$ 348,073
Total Non-Capturable Taxes	**4.1000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 31,140**	**$ 31,912**	**$ 32,700**	**$ 33,503**	**$ 34,323**	**$ 35,159**	**$ 36,012**	**$ 36,881**	**$ 37,769**	**$ 38,674**	**$ 348,073**
Total Tax Increment Revenue (TIR)		**$ 5,424**	**$ 160,971**	**$ 165,066**	**$ 169,243**	**$ 173,503**	**$ 177,848**	**$ 299,280**	**$ 306,056**	**$ 312,968**	**$ 320,019**	**$ 344,554**	**$ 352,461**	**$ 360,523**	**$ 368,749**	**$ 377,140**	**$ 385,698**	**$ 4,279,503**

TABLE 3
Tax Increment Revenue Reimbursement Allocation Table
300 N. Zeeb Rd. Redevelopment
Scio Twp., Michigan
4/19/2023

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	**66.6%**	$ 1,837,994	$ -	**$ 1,837,994**
Local	**33.4%**	$ 920,741	$ -	**$ 920,741**
TOTAL		**$ 2,758,735**	**$ -**	**$ 2,758,735**
EGLE	**20.7%**	$ 572,434	$ -	**$ 572,434**
MSF	**79.3%**	$ 2,186,301	$ -	**$ 2,186,301**

Estimated Capture	
Administrative Fees	$ -
State Revolving Fund	$ 361,201
LBRF/Admininstrative/Operating	$ 765,193

Estimated Total Years of Plan:	16
Estimated Developer Reimbursement Years of Plan:	14

Plan Year	Total Balance	1	2	3	4	5	6	7	8
Calendar Year		2023	2024	2025	2026	2027	2028	2029	2030
Total State Incremental Revenue		$ 5,424	$ 160,971	$ 165,066	$ 169,243	$ 173,503	$ 177,848	$ 182,282	$ 186,802
State Brownfield Revolving Fund (50% of SET)		$ 678	$ 20,122	$ 20,634	$ 21,156	$ 21,688	$ 22,231	$ 22,786	$ 23,351
State TIR Available for Reimbursement		**$ 4,746**	**$ 140,849**	**$ 144,432**	**$ 148,087**	**$ 151,815**	**$ 155,617**	**$ 159,496**	**$ 163,451**
Total Local Incremental Revenue		$ -	$ -	$ -	$ -	$ -	$ -	$ 116,998	$ 119,254
Local TIR Available for Reimbursement		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 116,998**	**$ 119,254**
Total Available State/Local TIR		**$ 4,746**	**$ 140,849**	**$ 144,432**	**$ 148,087**	**$ 151,815**	**$ 155,617**	**$ 276,494**	**$ 282,705**
Developer Reimbursement Balance (end of year)	***$ 2,758,735***	***$ 2,754,531***	***$ 2,629,779***	***$ 2,501,854***	***$ 2,370,691***	***$ 2,236,226***	***$ 2,098,394***	***$ 1,851,828***	***$ 1,599,728***
DEVELOPER REIMBURSEMENT									
MSF Non-Environmental Activities Costs	*$ 2,186,301*	*$ 3,332*	*$ 98,866*	*$ 101,381*	*$ 103,947*	*$ 106,564*	*$ 109,232*	*$ 195,404*	*$ 199,790*
State Tax Reimbursement	$ 1,653,207	$ 3,332	$ 98,866	$ 101,381	$ 103,947	$ 106,564	$ 109,232	$ 111,955	$ 114,731
Local Tax Reimbursement	$ 533,094	$ -	$ -	$ -	$ -	$ -	$ -	$ 83,449	$ 85,058
MSF Activities Reimbursement Balance		*$ 2,182,969*	*$ 2,084,103*	*$ 1,982,723*	*$ 1,878,776*	*$ 1,772,212*	*$ 1,662,980*	*$ 1,467,576*	*$ 1,267,787*
EGLE Environmental Costs	*$ 572,434*	*$ 872*	*$ 25,886*	*$ 26,544*	*$ 27,216*	*$ 27,901*	*$ 28,600*	*$ 51,162*	*$ 52,310*
State Tax Reimbursement	$ 432,856	$ 872	$ 25,886	$ 26,544	$ 27,216	$ 27,901	$ 28,600	$ 29,313	$ 30,040
Local Tax Reimbursement	$ 139,579	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,849	$ 22,271
Total EGLE Reimbursement Balance		*$ 571,562*	*$ 545,676*	*$ 519,132*	*$ 491,916*	*$ 464,014*	*$ 435,414*	*$ 384,252*	*$ 331,942*
Total Annual Developer Reimbursement[2]	**$ 2,758,735**	***$ 4,204***	***$ 124,752***	***$ 127,925***	***$ 131,163***	***$ 134,465***	***$ 137,832***	***$ 246,566***	***$ 252,100***
LOCAL BROWNFIELD REVOLVING FUND									
LBRF Deposits		**$ 542**	**$ 16,097**	**$ 16,507**	**$ 16,924**	**$ 17,350**	**$ 17,785**	**$ 29,928**	**$ 30,605**
State Tax Capture	*10.0%*	*$ 542*	*$ 16,097*	*$ 16,507*	*$ 16,924*	*$ 17,350*	*$ 17,785*	*$ 18,228*	*$ 18,680*
Local Tax Capture	*10.0%*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 11,700*	*$ 11,925*

Plan Year	9	10	11	12	13	14	15	16	TOTAL
Calendar Year	2031	2032	2033	2034	2035	2036	2037	2038	
Total State Incremental Revenue	$ 191,414	$ 196,118	$ 200,915	$ 205,810	$ 210,800	$ 215,892	$ 221,086	$ 226,383	$ 2,889,557
State Brownfield Revolving Fund (50% of SET)	$ 23,927	$ 24,515	$ 25,115	$ 25,727	$ 26,350	$ 26,987	$ 27,636	$ 28,298	$ 361,201
State TIR Available for Reimbursement	**$ 167,487**	**$ 171,603**	**$ 175,800**	**$ 180,083**	**$ 184,450**	**$ 188,905**	**$ 193,450**	**$ 198,085**	**$ 2,528,356**
Total Local Incremental Revenue	$ 121,554	$ 123,901	$ 143,639	$ 146,651	$ 149,723	$ 152,857	$ 156,054	$ 159,315	$ 1,389,945
Local TIR Available for Reimbursement	**$ 121,554**	**$ 123,901**	**$ 143,639**	**$ 146,651**	**$ 149,723**	**$ 152,857**	**$ 156,054**	**$ 159,315**	**$ 1,389,946**
Total Available State/Local TIR	**$ 289,041**	**$ 295,504**	**$ 319,439**	**$ 326,734**	**$ 334,173**	**$ 341,762**	**$ 349,504**	**$ 357,400**	**$ 3,918,302**
Developer Reimbursement Balance (end of year)	***$ 1,341,983***	***$ 1,078,481***	***$ 793,498***	***$ 502,010***	***$ 203,889***	***$ -***	***$ -***	***$ -***	
DEVELOPER REIMBURSEMENT									
MSF Non-Environmental Activities Costs	*$ 204,263*	*$ 208,826*	*$ 225,849*	*$ 231,005*	*$ 236,261*	*$ 161,583*	*$ -*	*$ -*	***$ 2,186,301***
State Tax Reimbursement	$ 117,564	$ 120,453	$ 123,399	$ 126,406	$ 129,471	$ 89,313			$ 1,456,613
Local Tax Reimbursement	$ 86,699	$ 88,373	$ 102,451	$ 104,599	$ 106,790	$ 72,270			$ 729,688
MSF Activities Reimbursement Balance	*$ 1,063,523*	*$ 854,698*	*$ 628,848*	*$ 397,844*	*$ 161,583*	*$ -*	*$ -*	*$ -*	*$ -*
EGLE Environmental Costs	*$ 53,482*	*$ 54,676*	*$ 59,134*	*$ 60,483*	*$ 61,860*	*$ 42,307*	*$ -*	*$ -*	***$ 572,434***
State Tax Reimbursement	$ 30,782	$ 31,538	$ 32,309	$ 33,096	$ 33,899	$ 23,385			$ 381,382
Local Tax Reimbursement	$ 22,700	$ 23,138	$ 26,824	$ 27,387	$ 27,961	$ 18,922			$ 191,053
Total EGLE Reimbursement Balance	*$ 278,460*	*$ 223,783*	*$ 164,650*	*$ 104,166*	*$ 42,307*	*$ -*	*$ -*	*$ -*	*$ -*
Total Annual Developer Reimbursement[2]	***$ 257,745***	***$ 263,502***	***$ 284,983***	***$ 291,488***	***$ 298,121***	***$ 203,889***	***$ -***	***$ -***	***$ 2,758,735***
LOCAL BROWNFIELD REVOLVING FUND									
LBRF Deposits	**$ 31,296**	**$ 32,002**	**$ 34,456**	**$ 35,246**	**$ 36,052**	**$ 137,873**	**$ 275,938**	**$ 36,593**	**$ 765,193**
State Tax Capture	*$ 19,141*	*$ 19,612*	*$ 20,092*	*$ 20,581*	*$ 21,080*	*$ 76,208*	*$ 152,521*	*$ 20,226*	*$ 471,574*
Local Tax Capture	*$ 12,155*	*$ 12,390*	*$ 14,364*	*$ 14,665*	*$ 14,972*	*$ 61,665*	*$ 123,416*	*$ 16,367*	*$ 293,619*

Footnotes:
1. The total available for developer reimbursement is equal to the sum of the available state and local TIR minus 10% removed for LBRF contributions.

APPENDIX A

BROWNFIELD PLAN AND APPROVAL RESOLUTIONS

BROWNFIELD PLAN FOR:

300 North Zeeb Road, Scio Township, Michigan

Washtenaw County Brownfield Redevelopment Authority

c/o Washtenaw County Office of Community & Economic Development
415 W. Michigan Avenue, Suite 2200
Ypsilanti, Michigan 48197

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Brownfield Redevelopment Coordinator

Prepared with the assistance of:
SME

April 18, 2023

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PROJECT SUMMARY

Project Name:	300 North Zeeb Road
Estimated Investment:	$15,000,000 (real property); $100 million (personal property)
Project Location:	The project site (the Property) consists of one parcel of land located at 300 North Zeeb Road in Scio Township, Michigan (Tax ID H- 08-22-200-005). The Property is approximately 29.14-acres in size and is bounded by residential development to the north and east, I-94 to the south, and North Zeeb Road followed by retail development to the west.
Property Eligibility:	The 300 North Zeeb Road parcel meets the definition of a "facility" as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act (P.A. 451 of 1994, as amended). Environmental assessments were conducted on the Property in 2005, 2009, 2020, and 2022. Volatile organic compounds (VOCs) and metals were detected in soil and groundwater at concentrations greater than generic residential use criteria promulgated by the Michigan Department of Environment, Great Lakes, and Energy (EGLE). In addition, VOCs were detected in soil gas at concentrations exceeding EGLE site-specific volatilization to indoor air criteria.
Eligible Activities:	Beyond capturing tax increment revenues for the State Revolving Fund, Brownfield Redevelopment Authority Administrative fees, preparation and implementation of a Brownfield Plan and Act 381 Work Plan, and the Local Brownfield Revolving Fund, this plan contains the following eligible activities: **Department Specific Activities** – Baseline environmental assessment (BEA); due care activities; environmental response activities 15% in contingency costs; and interest. **Non-Environmental Activities** – Asbestos abatement, demolition; 15% in contingency costs; and interest.
Eligible Costs:	Department Specific – $572,434 Non-Environmental – $2,186,301 Total – $2,758,735

Capture Period:	Total projected capture period – 16 years
	Developer reimbursement – 14 years
	Funding of LBRF – 16 years
Project Summary:	The project will consist of complete rehabilitation of the existing building intended for occupancy by companies in the high-tech industries.

I. INTRODUCTION

A. PLAN PURPOSE

The Washtenaw County Brownfield Redevelopment Authority (Authority; WCBRA), duly established by resolution of the Washtenaw County Board of Commissioners, pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, MCLA 125.2651 et. seq., as amended (Act 381), is authorized to exercise its powers within the limits of the Washtenaw County, acting on behalf of its member communities. The purpose of this Brownfield Plan (the Plan), to be implemented by the WCBRA, is to satisfy the requirements of Act 381 for including the eligible property described below, designated as the 300 North Zeeb Road Redevelopment in Scio Township, Michigan (the "Property"), in a Brownfield Plan. The Property is located within the boundaries of the Scio Township, a WCBRA member community.

The Authority proposes to implement this Plan to promote economic development and brownfield redevelopment within the County. The capture and use of tax increment revenues (TIR) generated by redevelopment are necessary to support needed environmental response actions and ensure the economic viability of the project. This Plan allows the Authority to capture TIR generated by redevelopment of the Property for the following purposes: reimbursement of the developer, A2 Zeeb LLC (DBA Mi-HQ) (the Developer), for the costs of eligible activities required to prepare the Property for safe redevelopment and reuse (see Section III); funding of the State Revolving Fund (SRF) and the Authority's Local Brownfield Revolving Fund (LBRF); and, at the Authority's discretion, payment of some or all of the Authority's annual administrative and operating expenses.

A P.A. 210 Commercial Rehabilitation Act abatement is being contemplated for this project. The Scio Township Board of Trustees approved a 5-year abatement at their April 11th, 2023 meeting. This has been reflected in the TIF Tables..

B. PROPERTY DESCRIPTION

The Property consists of a single parcel totaling approximately 29.14 acres bordered by residential development, I-94, and North Zeeb Road. The 300 North Zeeb Road parcel contains an approximately 162,500 square foot industrial/engineering building, an 8,280 square foot vault building, and a 2,800 square foot garage. The remainder of the Property is developed with paved parking, landscaping, and a stormwater retention pond. Summary information for the Property is shown in the table below. Additional property information is provided in Section III (G).

Parcel ID	Address	Method of Qualification
H-08-22-200-005	300 North Zeeb Road	Part 201 "facility"

C. BASIS OF ELIGIBILITY

The Property is eligible for inclusion in this Brownfield Plan in accordance with MCL 125.2652(n) because the 300 North Zeeb Road parcel meets the definition of a "facility" pursuant to Part 201 of Michigan's Natural Resources and Environmental Protection Act (1994 P.A. 451, as amended), hereinafter "Part 201". Soil, groundwater, and soil gas on the Property are contaminated with volatile organic compounds (VOCs) at levels above generic residential use criteria established pursuant to Part 201 or EGLE site-specific criteria. In addition, soil and groundwater on the Property is contaminated with metals at levels above EGLE Part 201 generic residential use criteria.

The Developer has acquired the Property and will comply with the requirements of the Part 201 Baseline Environmental Assessment (BEA) process to qualify for the limitations to environmental liability afforded purchasers of brownfield sites under federal and state environmental statutes.

D. PROJECT DESCRIPTION

THE PROPERTY

The 29.14-acre Property lies northeast of the intersection of North Zeeb Road and I-94 in Scio Township. The Property is zoned I-1 for Limited Industrial. The buildings present on the 300 North Zeeb Road parcel are currently vacant, and the remainder of the parcel is covered by landscaping, parking lots, and a stormwater retention pond. Residential development borders the Property to the north and east; I-94 is south of the Property; retail development is west of the Property, beyond North Zeeb Road.

The current factory building and garage were constructed on the Property in approximately 1965. Prior Property use was residential and agricultural. Additions were constructed to the factory building between the 1960s and 1990s, and the current vault building was constructed in 1979. The factory, garage, and vault buildings were occupied by printing and microfiche developing companies from construction until approximately 2009. The Property has been vacant since 2009.

The building is obsolete.

THE REDEVELOPMENT

A2 Zeeb LLC (DBA Mi-HQ) plans to completely renovate the obsolete building at 300 N. Zeeb Road. The current infrastructure and layout were designed to support the conversion of printed material to microfiche and more recently from print and microfiche to digital media for archiving.

Mi-HQ's redevelopment plans include a complete interior strip-out, followed by a building reconfiguration to support office, R&D and pilot scale manufacturing of several different green tech, life science and microelectronics products. Substantial interior demolition will be necessary in order to gain access to much of the hazardous material. A licensed and certified asbestos abatement contractor will strip-out and dispose of the asbestos containing materials. This will include floor tile, ductwork and any pipe insulation containing asbestos as identified in the site assessment. Post-abatement, additional interior demolition will be necessary to prepare for renovation.

Chlorinated solvents at concentrations exceeding EGLE screening levels and criteria were encountered during previous environmental assessments beneath a section of warehouse. MI-HQ plans to cut the concrete floor, excavate impacted soil, and dispose of the contaminated soils in an appropriate landfill.

Once the interior of the building is abated of contaminants and partitions, a new space configuration will be framed out to accommodate the needs of multiple tenants. Specialized infrastructure including, clean rooms, dry rooms and wet labs will be installed as part of the new floor plan. New walls, ceilings and floor coverings will be installed. New HVAC, electrical and plumbing will be installed. Specialty HVAC systems will be used to support the clean rooms, dry rooms and wet labs. If feasible, MI-HQ will utilize high efficiency heating and cooling systems including geothermal and waste heat recovery systems. The existing EPDM roof and insulation board will be removed and replaced. Due to the scarcity of EPDM materials and insulation board, it is anticipated that a combination of polyurethane foam insulation and modified bitumen roofing will be used as a replacement. Exterior brick veneer will be cleaned, tuckpointed and repaired where necessary. Exterior single pane windows along the west, south and east facade will be replaced with modern double-glazed insulated glass. The exterior EFIS system along the roofline of the building will be restored and painted to enhance the aged look of the building. Existing roof mounted mechanical mezzanines, visible from below, will be finished to better blend with the building, reducing their visual impact.

The grounds surrounding the building will be landscaped utilizing a combination of native grasses, trees, raised beds and traditional grass. Along the north property line, a berm planted with trees will be constructed to help screen nearby residential neighbors from the industrial use of the site. Pulverization and repaving of the existing parking areas is planned for spring 2023. A civil engineer is completing an analysis of total parking needs in hopes of reducing the amount of paved area. This will help reduce water runoff. Stormwater management systems, including bio swales and other best management practices will be used to improve stormwater quality.

BROWNFIELD CONDITIONS

Given the Property's location in a predominantly light industrial area of Scio Township, it is ideal for high tech and biotech use; however, redevelopment is hindered by obsolescence of the existing building and surrounding infrastructure. In addition, as noted in Section I.C., the Property is a facility, and impact from chlorinated solvents needs to be mitigated for due care prior to reuse. The project is not financially viable as a result of brownfield conditions.

II. GENERAL DEFINITIONS AS USED IN THIS PLAN

All words or phrases not defined herein shall have the same meaning as such words and phrases included in Act 381.

III. BROWNFIELD PLAN

A. DESCRIPTION OF COSTS TO BE PAID WITH TAX INCREMENT REVENUES AND SUMMARY OF ELIGIBLE ACTIVITIES

The Developer will be reimbursed for the costs of eligible activities necessary to address brownfield conditions and prepare the Property for redevelopment. The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with incremental local tax revenues and incremental state school operating tax revenues generated from the Property after redevelopment and captured by the WCBRA, subject to any limitations and conditions described in this Plan, approvals of EGLE, as appropriate, and Michigan Strategic Fund (MSF) for school operating tax capture, and the terms of a Reimbursement Agreement between Developer and the Authority (the "Reimbursement Agreement"). If available, this Plan will capture all new personal property taxes generated by this project.

The estimated total cost of eligible Department Specific and Non-Environmental Activities eligible for reimbursement from tax increment revenues under this Plan are $572,434 and $2,186,301, respectively. The eligible activities are summarized in Table 1a and Table 1b (Appendix A). The costs of individually identified Department Specific and Non-Environmental activities eligible for reimbursement are estimated and may increase or decrease, depending on the nature and extent of unknown conditions encountered during redevelopment.

No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Section 2 of Act 381 of 1994, as amended (MCL 125.2652). The Reimbursement Agreement and this Plan will dictate the total cost of eligible activities, $2,758,735, subject to reimbursement. As long as the total of eligible costs described in this Plan or in the Department Specific and Non-Environmental cost categories are not exceeded, line-item eligible activities, tasks, and costs within each respective Department Specific or Non-Environmental category may be adjusted without Plan amendment after the date of this Plan, to the extent the adjustments do not violate the terms of Act 381. Eligible activities conducted prior to Brownfield Plan approval will be reimbursed to the extent allowed by Act 381.

Pursuant to Act 381, the Authority may capture incremental local taxes to fund its administrative operations as defined in the Act and may contribute to its LBRF with local and state school operating tax increment revenues in excess of the amount needed to reimburse Developer for the costs of eligible activities. For these purposes, it is the intent of the Authority to capture ten percent (10%) of the available incremental taxes annually during the term of this plan and, after Developer reimbursement is complete, an amount equal to fifteen percent (15%) of the Developer's proposed eligible activity costs as stated in this Plan. Ten percent (10%) of available incremental taxes captured annually during Developer reimbursement is projected to be $351,383. Fifteen percent (15%) of eligible activity costs stated in the Plan is $413,810. The total projected capture for administrative operations and LBRF is $765,193, as shown in Table 3. At the sole discretion of the WCBRA, all or part of the incremental local taxes captured for the LBRF in any tax year may be used to pay the administrative and operational costs of the Authority incurred in that year.

Fifty percent (50%) of the available incremental state education tax will be captured for deposit into the State Revolving Fund pursuant to Act 381.

B. ESTIMATE OF CAPTURED TAXABLE VALUE AND TAX INCREMENT REVENUES

The estimated 2022 taxable value of the Property is $1,823,910, which is the initial taxable value for this Plan. This value was obtained from the Scio Township's Online Property and Land Search. The anticipated taxable value at project completion is $8,531,010, which is expected to be attained in calendar year 2024 (for tax year 2025); however, the actual taxable value in each year of this Plan will be determined by the Township Assessor.

Estimated taxable values, tax increment revenues to be captured, impacts on taxing jurisdictions, and eligible activities reimbursement cash flows are presented in Table 2 and Table 3 (Appendix B).

The Property is located within Scio Township's Downtown Development Authority (DDA) district. In accordance with the DDA plan and its base value, the DDA cannot capture any tax increment revenue generated by the project until the Property's taxable value exceeds $4 million. Table 2a shows incremental revenue generated by the Property by taxable values between the brownfield initial taxable value ($1,823,910) and the DDA base value ($4 million). This revenue may be used for brownfield reimbursement. In accordance with the DDA plan, tax increment revenue generated by taxable value exceeding the $4 million DDA base is split equally between the DDA and the taxing jurisdictions. The 50% of tax increment revenue that goes to the taxing jurisdictions may be captured for brownfield reimbursement. Table 2b shows the 50% of tax increment revenue from taxable value greater than the $4 million DDA base that goes to the DDA. Table 2c shows the other 50% of tax increment revenue from taxable value greater than the $4 million DDA base that may be captured for brownfield reimbursement. Table 2d shows the cumulative tax increment revenue that is available for brownfield reimbursement from Table 2a and Table 2c.

The annual increase in taxable value of the Property is assumed to be 2% for purposes of this Plan. The annual incremental taxable value and captured tax increment revenue will be determined by the actual assessed taxable value of the Property and millages approved by the relevant taxing jurisdictions.

The WCBRA will capture 100% of the available incremental local and school operating tax revenues generated from the Property to reimburse Developer for the costs of eligible activities under this Plan in accordance with the Reimbursement Agreement. Additionally, tax revenue associated with all new personal property will be captured as part of this plan. Reimbursement using incremental school operating tax revenues is further limited to those eligible activities and costs approved by EGLE or MSF or that are otherwise eligible under Act 381.

The developer has received, a P.A. 210 Commercial Rehabilitation Act Exemption. The projected effect of this abatement is to reduce tax revenue from non-school millages for a period of five years. The tax increment revenue estimates shown in Table 2 reflect the 5-year assumption.

It is the intent of this Plan to provide for the proportional capture of all eligible incremental taxes in whatever amounts and in whatever years they become available until the eligible cost reimbursement and LBRF funding described in this Plan are complete or for the maximum duration provided in Act 381 (MCLA 125.2663(22)), whichever is shorter. It is estimated that all the developer's eligible costs will be reimbursed within 14 years after the first year of capture. Capture of incremental taxes to fund the LBRF and administrative operations as needed, will occur annually during the developer's reimbursement period and after the developer's reimbursement period, as shown in Table 3. If EGLE or MSF elect not to participate in this Project, or declines to approve certain eligible activities for reimbursement with incremental state school taxes, the other taxing entities will contribute only that proportionate share of capture (the local taxes) and reimbursement that would be contributed if EGLE or MSF had approved capture of state school taxes.

C. METHOD OF FINANCING PLAN COSTS AND DESCRIPTION OF ADVANCES BY THE MUNICIPALITY

Developer will be responsible for financing the costs of eligible activities included in this Plan. Neither the WCBRA nor Scio Township will advance any funds to finance the eligible activities. All Plan financing commitments and activities and the cost reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement. The inclusion of eligible activities and estimates of costs to be reimbursed in this Plan is intended to authorize the WCBRA to fund such reimbursements. The amount and source of any tax increment revenues that will be used for purposes authorized by this Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Plan, will be provided solely under the Reimbursement Agreement.

Reimbursements under the Reimbursement Agreement shall not exceed the cumulative eligible costs limit described in this Plan, unless the Plan is further amended.

D. MAXIMUM AMOUNT OF NOTE OR BONDED INDEBTEDNESS

Not applicable.

E. DURATION OF BROWNFIELD PLAN

The duration of this Brownfield Plan for the Property shall not exceed the shorter of the following: 1) reimbursement of all eligible costs, cumulatively not to exceed developer reimbursement of $2,758,735, and LBRF/administrative and operational costs; or 2) 30 years. The proposed date for beginning tax capture is tax year 2023, unless said date is amended by action of the WCBRA. It is anticipated that the eligible expenses will be fully reimbursed, and the LBRF will be fully funded, within 16 years after the first year of tax increment capture.

F. ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON REVENUES OF TAXING JURISDICTIONS

Available incremental local and school operating tax revenues generated by the project will be captured by the WCBRA until all incurred eligible brownfield redevelopment costs and WCBRA administrative expenses are reimbursed, and the LBRF is funded, to the extent described in this Plan. The tax revenues available for capture by the WCBRA will be split between local and state sources, with approximately 33% being reimbursed with local tax revenues and approximately 67% being reimbursed with school operating tax revenues, based on the millage rates obtained from the Scio Township Treasurer's Office. The impact of the WCBRA incremental tax capture on local taxing jurisdictions is presented in Table 2 and Table 3 (Appendix B).

G. LEGAL DESCRIPTION, PROPERTY MAP, PROPERTY CHARACTERISTICS AND PERSONAL PROPERTY

The Property has an address of 300 North Zeeb Road. It is approximately 29.14-acres in size and is bounded by residential development to the north and east, I-94 to the south, and North Zeeb Road followed by retail development to the west. Tax increment revenue generated by the Property will be captured for eligible activity reimbursement. A Property survey and legal description is included in Appendix C. Incremental revenue generated by personal property is not anticipated to be a significant source of tax increment revenue; but to the extent available, will be captured for reimbursement of eligible activities.

H. ESTIMATES OF RESIDENTS AND DISPLACEMENT OF FAMILIES

No occupied residences are involved in the redevelopment, no persons reside on the Property, and no families or individuals will be displaced as a result of this development. Therefore, a demographic survey and information regarding housing in the community are not applicable and are not needed for this Plan.

I. PLAN FOR RELOCATION OF DISPLACED PERSONS

No persons will be displaced as a result of this development; therefore, a plan for relocation of displaced persons is not applicable and is not needed for this Plan.

J. PROVISIONS FOR RELOCATION COSTS

No persons will be displaced as result of this development and no relocation costs will be incurred; therefore, provision for relocation costs is not applicable and is not needed for this Plan.

K. STRATEGY FOR COMPLIANCE WITH MICHIGAN'S RELOCATION ASSISTANCE LAW

No persons will be displaced as result of this development; therefore, no relocation assistance strategy is needed for this Plan.

L. DESCRIPTION OF THE PROPOSED USE OF LOCAL BROWNFIELD REVOLVING FUND (LBRF)

The Authority has established a Local Brownfield Revolving Fund (LBRF) in accordance with Act 381. Funds from the LBRF may be used, at the sole discretion of the Authority, to finance or reimburse eligible activities described in this Brownfield Plan or eligible activities subsequently approved, solely for LBRF funding, by administrative action of the Authority to be conducted on the eligible property described in this Brownfield Plan.

Up to approximately $765,193, minus any local tax increment revenues used for administrative operations of the Authority, as described in Section III.A., is projected to be deposited in the LBRF under this Plan through capture of tax increment revenues during the developer reimbursement period. The LBRF contribution will be funded by capture of 10% of the available cumulative incremental taxes in each year that the developer is reimbursed, and an amount equal to 15% of eligible activity costs in the Plan ($413,810) after developer reimbursement is complete. The LBRF funds will be used to support future redevelopment of brownfield sites within Washtenaw County.

M. OTHER MATERIAL THAT THE AUTHORITY OR GOVERNING BODY CONSIDERS PERTINENT

This Plan has been approved by resolution of the Scio Township Board of Trustees and includes any limitations and/or conditions pursuant to that approval. The project has received a P.A. 210 property tax abatement for five years.

APPENDIX A
SUMMARY OF ELIGIBLE ACTIVITIES AND COSTS

DEPARTMENT SPECIFIC ACTIVITIES
300 N. ZEEB RD. REDEVELOPMENT

TASK/ACTIVITY	COST ITEM	UNIT COST	UNITS	QUANTITY	COST	TOTAL COST	TIF SOURCES State	TIF SOURCES Local
DEPARTMENT SPECIFIC ELIGIBLE (EGLE) ACTIVITIES								
BEA Activities								
Environmental Due Diligence[1]	Phase I ESA	$ 3,000	ea.	1	$ 3,000	$ 3,000	$ 2,268	$ 732
	Phase II/BEA	$ 20,000	ea.	1	$ 20,000	$ 20,000	$ 15,123	$ 4,877
					BEA Activities Subtotal:	**$ 23,000**	**$ 17,391**	**$ 5,609**
Due Care Activities								
Due Care Planning	Reporting	$ 50,000	ea.	1	$ 50,000	$ 50,000	$ 37,808	$ 12,192
Hotspot Remediation	Mitigation/Excavation, Transportation, Disposal, Backfill	$ 300.00	ton	1,000	$ 300,000	$ 300,000	$ 226,850	$ 73,150
Exacerbation Prevention	Lining Stormwater Pond	$ 25,000	ea.	1	$ 25,000	$ 25,000	$ 18,904	$ 6,096
					Due Care Activities Subtotal	**$ 375,000**	**$ 283,562**	**$ 91,438**
Brownfield Plan and Work Plan								
Preparation of Brownfield Plan[1]	Act 381 Brownfield Plan	$ 7,500	ea.	1	$ 7,500	$ 7,500	$ 5,671	$ 1,829
Preparation and review of Act 381 Work Plan[1]	Act 381 Work Plan	$ 7,500	ea.	1	$ 7,500	$ 7,500	$ 5,671	$ 1,829
	Implementation of Brownfield Plan	$ 15,000	ea.	1	$ 15,000	$ 15,000	$ 11,342	$ 3,658
					Brownfield Plan and Work Plan Subtotal:	**$ 30,000**	**$ 22,685**	**$ 7,315**
					Environmental Subtotal:	**$ 428,000**	**$ 323,638**	**$ 104,362**
Contingency		$ 375,000	Percentage	15%	$ 56,250	$ 56,250	$ 42,534	$ 13,716
Interest		$ 484,250	Percentage	5%	$ 88,184	$ 88,184	$ 66,682	$ 21,502
TOTAL ELIGIBLE DEPARTMENT SPECIFIC (EGLE) COSTS:						**$ 572,434**	**$ 432,854**	**$ 139,580**

TABLE 1 - Pg 2 of 2
MSF ELIGIBLE ACTIVITIES AND COSTS
300 N. ZEEB RD. REDEVELOPMENT

MSF ELIGIBLE (NON-ENVIRONMENTAL) ACTIVITIES								
TASK/ACTIVITY	COST ITEM	UNIT COST	UNITS	QUANTITY	COST	TOTAL COST	TIF SOURCES	
							State	Local
Asbestos and Hazardous Materials								
Asbestos Abatement	Assess and abate asbestos containing materials in the existing structures	$ 595,000	ea.	1	$ 595,000	$ 595,000	$ 449,919	$ 145,081
					Asbestos and Hazardous Materials Subtotal:	**$ 595,000**	**$ 449,919**	**$ 145,081**
Demolition Activities								
Demolition	Interior Demolition	$ 891,500	ea.	1	$ 891,500	$ 891,500	$ 674,122	$ 217,378
Site Construction Management	Planning, design, administrative, and management	5.0%	ea.	891,500	$ 44,575	$ 44,575	$ 33,706	$ 10,869
General Conditions	Contractor's mobilization, demobilization, site security, site office, etc.	5.0%	ea.	891,500	$ 44,575	$ 44,575	$ 33,706	$ 10,869
					Demolition Activities Subtotal:	**$ 980,650**	**$ 741,534**	**$ 239,116**
Brownfield Work Plans								
Preparation and review of Act 381 Work Plan	Brownfield Plan	$ 7,500	ea.	1	$ 7,500	$ 7,500	$ 5,671	$ 1,829
	Act 381 Work Plan[1]	$ 15,000	ea.	1	$ 15,000	$ 15,000	$ 11,342	$ 3,658
	Implementation of Brownfield Plan and Act 381 Work Plan[1]	$ 15,000	ea.	1	$ 15,000	$ 15,000	$ 11,342	$ 3,658
					Brownfield Work Plans Subtotal:	**$ 37,500**	**$ 28,355**	**$ 9,145**
					Non-Environmental Subtotal:	**$ 1,613,150**	**$ 1,219,808**	**$ 393,342**
	Non-Environmental Contingency	$ 1,575,650	eligible costs	15%	$ 236,348	$ 236,348	$ 178,718	$ 57,630
	Interest	$ 1,849,498	eligible costs	5%	$ 336,802	$ 336,802	$ 254,679	$ 82,124
TOTAL ELIGIBLE NON-ENVIRONMENTAL (MSF) COSTS:						**$ 2,186,300**	**$ 1,653,205**	**$ 533,096**

APPENDIX B

SUMMARY OF TAX INCREMENT REVENUE (TIR) CAPTURE AND TIR REIMBURSEMENT ALLOCATION

TABLE 2a
Tax Increment Revenue Capture Estimates (Capture Below DDA Base)

300 N. Zeeb Rd. Redevelopment
Scio Twp., Michigan
4/19/2023

Plan Year		**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**TOTAL**
Calendar Year		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2038	2039	
Base Taxable Value		$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	
Estimated New TV		$ 2,049,900	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	
Estimated Abated TV		$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910				
Incremental Difference (New TV - Base TV)		**$ 225,990**	**$ 2,176,090**	**$ 2,176,090**	**$ 2,176,090**	**$ 2,176,090**	**$ 2,176,090**	**$ 2,176,090**	**$ 2,176,090**	**$ 2,176,090**	**$ 2,176,090**	**$ 2,176,090**	**$ 2,176,090**	**$ 2,176,090**	**$ 2,176,090**	**$ 2,176,090**	**$ 2,176,090**	
School Capture	Millage Rate																	
State Education Tax (SET)	6.0000	$ 1,356	$ 13,057	$ 13,057	$ 13,057	$ 13,057	$ 13,057	$ 13,057	$ 13,057	$ 13,057	$ 13,057	$ 13,057	$ 13,057	$ 13,057	$ 13,057	$ 13,057	$ 13,057	$ 197,211
School Operating Tax	18.0000	$ 4,068	$ 39,170	$ 39,170	$ 39,170	$ 39,170	$ 39,170	$ 39,170	$ 39,170	$ 39,170	$ 39,170	$ 39,170	$ 39,170	$ 39,170	$ 39,170	$ 39,170	$ 39,170	$ 591,618
School Total	**24.0000**	**$ 5,424**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 788,829**
Local Capture[5]	Millage Rate	**Construction Peric**	**5-Year PA 210**															
County	7.0413	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,323	$ 15,323	$ 15,323	$ 15,323	$ 15,323	$ 15,323	$ 15,323	$ 15,323	$ 15,323	$ 15,323	$ 153,230
Twp-Operating	0.9104	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,981	$ 1,981	$ 1,981	$ 1,981	$ 1,981	$ 1,981	$ 1,981	$ 1,981	$ 1,981	$ 1,981	$ 19,810
Twp-Conservation	0.4725	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,028	$ 1,028	$ 1,028	$ 1,028	$ 1,028	$ 1,028	$ 1,028	$ 1,028	$ 1,028	$ 1,028	$ 10,280
Twp-Transportat	0.3468	$ -	$ -	$ -	$ -	$ -	$ -	$ 755	$ 755	$ 755	$ 755	$ 755	$ 755	$ 755	$ 755	$ 755	$ 755	$ 7,550
Twp-Parks	0.6398	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,392	$ 1,392	$ 1,392	$ 1,392	$ 1,392	$ 1,392	$ 1,392	$ 1,392	$ 1,392	$ 1,392	$ 13,920
School-Voted	2.4103	$ -	$ -	$ -	$ -	$ -	$ -	$ 5,245	$ 5,245	$ 5,245	$ 5,245	$ 5,245	$ 5,245	$ 5,245	$ 5,245	$ 5,245	$ 5,245	$ 52,450
Fire Services	1.3500	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,938	$ 2,938	$ 2,938	$ 2,938	$ 2,938	$ 2,938	$ 2,938	$ 2,938	$ 2,938	$ 2,938	$ 29,380
Library-Operatng	1.8228	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,967	$ 3,967	$ 3,967	$ 3,967	$ 3,967	$ 3,967	$ 3,967	$ 3,967	$ 3,967	$ 3,967	$ 39,670
WCC-Operating	3.3548	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,300	$ 7,300	$ 7,300	$ 7,300	$ 7,300	$ 7,300	$ 7,300	$ 7,300	$ 7,300	$ 7,300	$ 73,000
WISD	5.5989	$ -	$ -	$ -	$ -	$ -	$ -	$ 12,184	$ 12,184	$ 12,184	$ 12,184	$ 12,184	$ 12,184	$ 12,184	$ 12,184	$ 12,184	$ 12,184	$ 121,840
Local Total	**23.9476**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 52,113**	**$ 52,113**	**$ 52,113**	**$ 52,113**	**$ 52,113**	**$ 52,113**	**$ 52,113**	**$ 52,113**	**$ 52,113**	**$ 52,113**	**$ 521,130**
Non-Capturable Millages[5]	Millage Rate																	
School-Debt	4.1000	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,922	$ 8,922	$ 8,922	$ 8,922	$ 8,922	$ 8,922	$ 8,922	$ 8,922	$ 8,922	$ 8,922	$ 89,220
Total Non-Capturable Taxes	**4.1000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 8,922**	**$ 8,922**	**$ 8,922**	**$ 8,922**	**$ 8,922**	**$ 8,922**	**$ 8,922**	**$ 8,922**	**$ 8,922**	**$ 8,922**	**$ 89,220**
Total Tax Increment Revenue (TIR)		**$ 5,424**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 52,227**	**$ 104,340**	**$ 104,340**	**$ 104,340**	**$ 104,340**	**$ 104,340**	**$ 104,340**	**$ 104,340**	**$ 104,340**	**$ 104,340**	**$ 104,340**	**$ 1,309,959**

TABLE 2b

Tax Increment Revenue Capture Estimates (DDA Capture)

300 N. Zeeb Rd. Redevelopment

Scio Twp., Michigan

4/19/2023

Estimated Taxable Value (TV) Increase Rate: 2% per year

Plan Year		**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**TOTAL**
Calendar Year		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2038	2039	
Base Taxable Value		$ -	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	
Estimated New TV		$ -	$ 8,531,010	$ 8,701,630	$ 8,875,663	$ 9,053,176	$ 9,234,240	$ 9,418,924	$ 9,607,303	$ 9,799,449	$ 9,995,438	$ 10,195,347	$ 10,399,254	$ 10,607,239	$ 10,819,383	$ 11,035,771	$ 11,256,487	
Estimated Abated TV		$ -	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000				
Incremental Difference (New TV - Base TV)		**$ -**	**$ 4,531,010**	**$ 4,701,630**	**$ 4,875,663**	**$ 5,053,176**	**$ 5,234,240**	**$ 5,418,924**	**$ 5,607,303**	**$ 5,799,449**	**$ 5,995,438**	**$ 6,195,347**	**$ 6,399,254**	**$ 6,607,239**	**$ 6,819,383**	**$ 7,035,771**	**$ 7,256,487**	
School Capture	Millage Rate																	
State Education Tax (SET)	6.0000	$ -																$ -
School Operating Tax	18.0000	$ -																$ -
School Total	**24.0000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Local Capture[5]	Millage Rate	**Construction Peric**	**5-Year PA 210**															
County	7.0413	$ -	$ -	$ -	$ -	$ -	$ -	$ 19,078	$ 19,742	$ 20,418	$ 21,108	$ 21,812	$ 22,530	$ 23,262	$ 24,009	$ 24,771	$ 25,548	$ 222,275
Twp-Operating	0.9104	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,467	$ 2,553	$ 2,640	$ 2,729	$ 2,820	$ 2,913	$ 3,008	$ 3,104	$ 3,203	$ 3,303	$ 28,738
Twp-Conservation	0.4725	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,280	$ 1,325	$ 1,370	$ 1,417	$ 1,464	$ 1,512	$ 1,561	$ 1,611	$ 1,662	$ 1,715	$ 14,915
Twp-Transportat	0.3468	$ -	$ -	$ -	$ -	$ -	$ -	$ 940	$ 973	$ 1,006	$ 1,040	$ 1,075	$ 1,110	$ 1,146	$ 1,183	$ 1,220	$ 1,259	$ 10,948
Twp-Parks	0.6398	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,734	$ 1,794	$ 1,855	$ 1,918	$ 1,982	$ 2,047	$ 2,114	$ 2,182	$ 2,251	$ 2,322	$ 20,197
School-Voted	2.4103	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,531	$ 6,758	$ 6,989	$ 7,226	$ 7,467	$ 7,712	$ 7,963	$ 8,219	$ 8,479	$ 8,745	$ 76,086
Fire Services	1.3500	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,658	$ 3,785	$ 3,915	$ 4,047	$ 4,182	$ 4,320	$ 4,460	$ 4,603	$ 4,749	$ 4,898	$ 42,616
Library-Operatng	1.8228	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,939	$ 5,111	$ 5,286	$ 5,464	$ 5,647	$ 5,833	$ 6,022	$ 6,215	$ 6,413	$ 6,614	$ 57,541
WCC-Operating	3.3548	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,090	$ 9,406	$ 9,728	$ 10,057	$ 10,392	$ 10,734	$ 11,083	$ 11,439	$ 11,802	$ 12,172	$ 105,902
WISD	5.5989	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,170	$ 15,698	$ 16,236	$ 16,784							$ 63,887
Local Total	**23.9476**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 64,885**	**$ 67,141**	**$ 69,441**	**$ 71,788**	**$ 56,839**	**$ 58,709**	**$ 60,617**	**$ 62,563**	**$ 64,548**	**$ 66,574**	**$ 643,104**
Non-Capturable Millages[5]	Millage Rate																	
School-Debt	4.1000	$ -	$ -	$ -	$ -	$ -	$ -	$ 22,218	$ 22,990	$ 23,778	$ 24,581	$ 25,401	$ 26,237	$ 27,090	$ 27,959	$ 28,847	$ 29,752	$ 258,853
Total Non-Capturable Taxes	**4.1000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 22,218**	**$ 22,990**	**$ 23,778**	**$ 24,581**	**$ 25,401**	**$ 26,237**	**$ 27,090**	**$ 27,959**	**$ 28,847**	**$ 29,752**	**$ 258,853**
Total Tax Increment Revenue (TIR)		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 64,885**	**$ 67,141**	**$ 69,441**	**$ 71,788**	**$ 56,839**	**$ 58,709**	**$ 60,617**	**$ 62,563**	**$ 64,548**	**$ 66,574**	**$ 643,105**

TABLE 2c
Tax Increment Revenue Capture Estimates (Capture Above DDA Base)

300 N. Zeeb Rd. Redevelopment
Scio Twp., Michigan
4/19/2023

Estimated Taxable Value (TV) Increase Rate: 2% per year

Plan Year		**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**TOTAL**
Calendar Year		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2038	2039	
Base Taxable Value			$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	
Estimated New TV			$ 8,531,010	$ 8,701,630	$ 8,875,663	$ 9,053,176	$ 9,234,240	$ 9,418,924	$ 9,607,303	$ 9,799,449	$ 9,995,438	$ 10,195,347	$ 10,399,254	$ 10,607,239	$ 10,819,383	$ 11,035,771	$ 11,256,487	
Estimated Abated TV			$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000	$ 4,000,000				
Incremental Difference (New TV - Base TV)		**$ -**	**$ 4,531,010**	**$ 4,701,630**	**$ 4,875,663**	**$ 5,053,176**	**$ 5,234,240**	**$ 5,418,924**	**$ 5,607,303**	**$ 5,799,449**	**$ 5,995,438**	**$ 6,195,347**	**$ 6,399,254**	**$ 6,607,239**	**$ 6,819,383**	**$ 7,035,771**	**$ 7,256,487**	
School Capture	Millage Rate																	
State Education Tax (SET)	6.0000	$ -	$ 27,186	$ 28,210	$ 29,254	$ 30,319	$ 31,405	$ 32,514	$ 33,644	$ 34,797	$ 35,973	$ 37,172	$ 38,396	$ 39,643	$ 40,916	$ 42,215	$ 43,539	$ 525,183
School Operating Tax	18.0000	$ -	$ 81,558	$ 84,629	$ 87,762	$ 90,957	$ 94,216	$ 97,541	$ 100,931	$ 104,390	$ 107,918	$ 111,516	$ 115,187	$ 118,930	$ 122,749	$ 126,644	$ 130,617	$ 1,575,545
School Total	**24.0000**	**$ -**	**$ 108,744**	**$ 112,839**	**$ 117,016**	**$ 121,276**	**$ 125,621**	**$ 130,055**	**$ 134,575**	**$ 139,187**	**$ 143,891**	**$ 148,688**	**$ 153,583**	**$ 158,573**	**$ 163,665**	**$ 168,859**	**$ 174,156**	**$ 1,594,048**
Local Capture[5]	Millage Rate	**Construction Peric**	**5-Year PA 210**															
County	7.0413	$ -	$ -	$ -	$ -	$ -	$ -	$ 19,078	$ 19,742	$ 20,418	$ 21,108	$ 21,812	$ 22,530	$ 23,262	$ 24,009	$ 24,771	$ 25,548	$ 222,275
Twp-Operating	0.9104	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,467	$ 2,553	$ 2,640	$ 2,729	$ 2,820	$ 2,913	$ 3,008	$ 3,104	$ 3,203	$ 3,303	$ 28,738
Twp-Conservation	0.4725	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,280	$ 1,325	$ 1,370	$ 1,417	$ 1,464	$ 1,512	$ 1,561	$ 1,611	$ 1,662	$ 1,715	$ 14,915
Twp-Transportat	0.3468	$ -	$ -	$ -	$ -	$ -	$ -	$ 940	$ 973	$ 1,006	$ 1,040	$ 1,075	$ 1,110	$ 1,146	$ 1,183	$ 1,220	$ 1,259	$ 10,948
Twp-Parks	0.6398	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,734	$ 1,794	$ 1,855	$ 1,918	$ 1,982	$ 2,047	$ 2,114	$ 2,182	$ 2,251	$ 2,322	$ 20,197
School-Voted	2.4103	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,531	$ 6,758	$ 6,989	$ 7,226	$ 7,467	$ 7,712	$ 7,963	$ 8,219	$ 8,479	$ 8,745	$ 76,086
Fire Services	1.3500	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,658	$ 3,785	$ 3,915	$ 4,047	$ 4,182	$ 4,320	$ 4,460	$ 4,603	$ 4,749	$ 4,898	$ 42,616
Library-Operatng	1.8228	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,939	$ 5,111	$ 5,286	$ 5,464	$ 5,647	$ 5,833	$ 6,022	$ 6,215	$ 6,413	$ 6,614	$ 57,541
WCC-Operating	3.3548	$ -	$ -	$ -	$ -	$ -	$ -	$ 9,090	$ 9,406	$ 9,728	$ 10,057	$ 10,392	$ 10,734	$ 11,083	$ 11,439	$ 11,802	$ 12,172	$ 105,902
WISD	5.5989	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,170	$ 15,698	$ 16,236	$ 16,784	$ 34,687	$ 35,829	$ 36,993	$ 38,181	$ 39,393	$ 40,628	$ 289,598
Local Total	**23.9476**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 64,885**	**$ 67,141**	**$ 69,441**	**$ 71,788**	**$ 91,526**	**$ 94,538**	**$ 97,610**	**$ 100,744**	**$ 103,941**	**$ 107,202**	**$ 868,815**
Non-Capturable Millages[5]	Millage Rate																	
School-Debt	4.1000	$ -	$ -	$ -	$ -	$ -	$ -	$ 22,218	$ 22,990	$ 23,778	$ 24,581	$ 25,401	$ 26,237	$ 27,090	$ 27,959	$ 28,847	$ 29,752	$ 258,853
Total Non-Capturable Taxes	**4.1000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 22,218**	**$ 22,990**	**$ 23,778**	**$ 24,581**	**$ 25,401**	**$ 26,237**	**$ 27,090**	**$ 27,959**	**$ 28,847**	**$ 29,752**	**$ 258,853**
Total Tax Increment Revenue (TIR)		**$ -**	**$ 108,744**	**$ 112,839**	**$ 117,016**	**$ 121,276**	**$ 125,621**	**$ 194,940**	**$ 201,716**	**$ 208,628**	**$ 215,679**	**$ 240,214**	**$ 248,121**	**$ 256,183**	**$ 264,409**	**$ 272,800**	**$ 281,358**	**$ 2,969,544**

TABLE 2d

Tax Increment Revenue Capture Estimates (Capture Roll Up)

300 N. Zeeb Rd. Redevelopment
Scio Twp., Michigan
4/19/2023

Estimated Taxable Value (TV) Increase Rate: 2% per year

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	TOTAL
Plan Year		**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**TOTAL**
Calendar Year		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2038	2039	
Base Taxable Value		$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	
Estimated New TV		$ 2,500,000	$ 8,500,000	$ 8,670,000	$ 8,843,400	$ 9,020,268	$ 9,200,673	$ 9,384,687	$ 9,572,381	$ 9,763,828	$ 9,959,105	$ 10,158,287	$ 10,361,453	$ 10,568,682	$ 10,780,055	$ 10,995,656	$ 11,215,569	
Estimated Abated TV		$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910	$ 1,823,910				
Incremental Difference (New TV - Base TV)		**$ 676,090**	**$ 6,676,090**	**$ 6,846,090**	**$ 7,019,490**	**$ 7,196,358**	**$ 7,376,763**	**$ 7,560,777**	**$ 7,748,471**	**$ 7,939,918**	**$ 8,135,195**	**$ 8,334,377**	**$ 8,537,543**	**$ 8,744,772**	**$ 8,956,145**	**$ 9,171,746**	**$ 9,391,659**	
School Capture	Millage Rate																	
State Education Tax (SET)	6.0000	$ 1,356	$ 40,243	$ 41,267	$ 42,311	$ 43,376	$ 44,462	$ 45,571	$ 46,701	$ 47,854	$ 49,030	$ 50,229	$ 51,453	$ 52,700	$ 53,973	$ 55,272	$ 56,596	$ 722,394
School Operating Tax	18.0000	$ 4,068	$ 120,728	$ 123,799	$ 126,932	$ 130,127	$ 133,386	$ 136,711	$ 140,101	$ 143,560	$ 147,088	$ 150,686	$ 154,357	$ 158,100	$ 161,919	$ 165,814	$ 169,787	$ 2,167,163
School Total	**24.0000**	**$ 5,424**	**$ 160,971**	**$ 165,066**	**$ 169,243**	**$ 173,503**	**$ 177,848**	**$ 182,282**	**$ 186,802**	**$ 191,414**	**$ 196,118**	**$ 200,915**	**$ 205,810**	**$ 210,800**	**$ 215,892**	**$ 221,086**	**$ 226,383**	**$ 2,889,557**
Local Capture[5]	Millage Rate	**Construction Peric**	**5-Year PA 210**															
County	7.0413	$ -	$ -	$ -	$ -	$ -	$ -	$ 34,401	$ 35,065	$ 35,741	$ 36,431	$ 37,135	$ 37,853	$ 38,585	$ 39,332	$ 40,094	$ 40,871	$ 375,505
Twp-Operating	0.9104	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,448	$ 4,534	$ 4,621	$ 4,710	$ 4,801	$ 4,894	$ 4,989	$ 5,085	$ 5,184	$ 5,284	$ 48,548
Twp-Conservation	0.4725	$ -	$ -	$ -	$ -	$ -	$ -	$ 2,308	$ 2,353	$ 2,398	$ 2,445	$ 2,492	$ 2,540	$ 2,589	$ 2,639	$ 2,690	$ 2,743	$ 25,195
Twp-Transportat	0.3468	$ -	$ -	$ -	$ -	$ -	$ -	$ 1,695	$ 1,728	$ 1,761	$ 1,795	$ 1,830	$ 1,865	$ 1,901	$ 1,938	$ 1,975	$ 2,014	$ 18,498
Twp-Parks	0.6398	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,126	$ 3,186	$ 3,247	$ 3,310	$ 3,374	$ 3,439	$ 3,506	$ 3,574	$ 3,643	$ 3,714	$ 34,117
School-Voted	2.4103	$ -	$ -	$ -	$ -	$ -	$ -	$ 11,776	$ 12,003	$ 12,234	$ 12,471	$ 12,712	$ 12,957	$ 13,208	$ 13,464	$ 13,724	$ 13,990	$ 128,536
Fire Services	1.3500	$ -	$ -	$ -	$ -	$ -	$ -	$ 6,596	$ 6,723	$ 6,853	$ 6,985	$ 7,120	$ 7,258	$ 7,398	$ 7,541	$ 7,687	$ 7,836	$ 71,996
Library-Operatng	1.8228	$ -	$ -	$ -	$ -	$ -	$ -	$ 8,906	$ 9,078	$ 9,253	$ 9,431	$ 9,614	$ 9,800	$ 9,989	$ 10,182	$ 10,380	$ 10,581	$ 97,211
WCC-Operating	3.3548	$ -	$ -	$ -	$ -	$ -	$ -	$ 16,390	$ 16,706	$ 17,028	$ 17,357	$ 17,692	$ 18,034	$ 18,383	$ 18,739	$ 19,102	$ 19,472	$ 178,902
WISD	5.5989	$ -	$ -	$ -	$ -	$ -	$ -	$ 27,354	$ 27,882	$ 28,420	$ 28,968	$ 46,871	$ 48,013	$ 49,177	$ 50,365	$ 51,577	$ 52,812	$ 411,438
Local Total	**23.9476**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 116,998**	**$ 119,254**	**$ 121,554**	**$ 123,901**	**$ 143,639**	**$ 146,651**	**$ 149,723**	**$ 152,857**	**$ 156,054**	**$ 159,315**	**$ 1,389,945**
Non-Capturable Millages[5]	Millage Rate																	
School-Debt	4.1000	$ -	$ -	$ -	$ -	$ -	$ -	$ 31,140	$ 31,912	$ 32,700	$ 33,503	$ 34,323	$ 35,159	$ 36,012	$ 36,881	$ 37,769	$ 38,674	$ 348,073
Total Non-Capturable Taxes	**4.1000**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 31,140**	**$ 31,912**	**$ 32,700**	**$ 33,503**	**$ 34,323**	**$ 35,159**	**$ 36,012**	**$ 36,881**	**$ 37,769**	**$ 38,674**	**$ 348,073**
Total Tax Increment Revenue (TIR)		**$ 5,424**	**$ 160,971**	**$ 165,066**	**$ 169,243**	**$ 173,503**	**$ 177,848**	**$ 299,280**	**$ 306,056**	**$ 312,968**	**$ 320,019**	**$ 344,554**	**$ 352,461**	**$ 360,523**	**$ 368,749**	**$ 377,140**	**$ 385,698**	**$ 4,279,503**

TABLE 3.
Tax Increment Revenue Reimbursement Allocation Table
300 N. Zeeb Rd. Redevelopment
Scio Twp., Michigan
4/19/2023

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	**66.6%**	$ 1,837,994	$ -	**$ 1,837,994**
Local	**33.4%**	$ 920,741	$ -	**$ 920,741**
TOTAL		**$ 2,758,735**	**$ -**	**$ 2,758,735**
EGLE	**20.7%**	$ 572,434	$ -	**$ 572,434**
MSF	**79.3%**	$ 2,186,301	$ -	**$ 2,186,301**

Estimated Capture		
Administrative Fees	$	-
State Revolving Fund	$	361,201
LBRF/Admininstrative/Operating	$	765,193

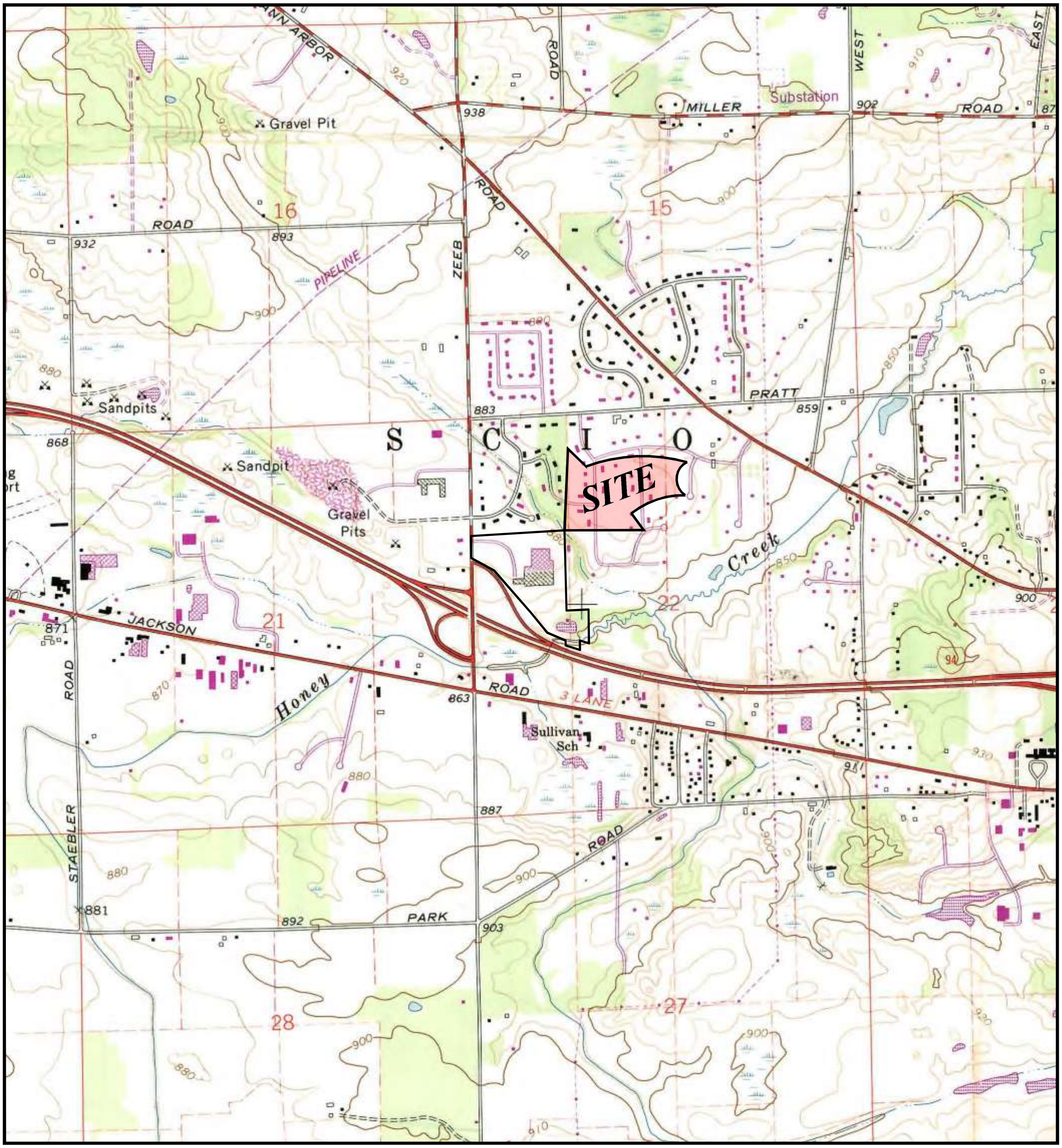
Estimated Total Years of Plan:	16
Estimated Developer Reimbursement Years of Plan:	14

Plan Year		**1**	**2**	**3**	**4**	**5**	**6**	**7**	**8**	**9**	**10**	**11**	**12**	**13**	**14**	**15**	**16**	**TOTAL**
Calendar Year		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	
Total State Incremental Revenue		$ 5,424	$ 160,971	$ 165,066	$ 169,243	$ 173,503	$ 177,848	$ 182,282	$ 186,802	$ 191,414	$ 196,118	$ 200,915	$ 205,810	$ 210,800	$ 215,892	$ 221,086	$ 226,383	$ 2,889,557
State Brownfield Revolving Fund (50% of SET)		$ 678	$ 20,122	$ 20,634	$ 21,156	$ 21,688	$ 22,231	$ 22,786	$ 23,351	$ 23,927	$ 24,515	$ 25,115	$ 25,727	$ 26,350	$ 26,987	$ 27,636	$ 28,298	$ 361,201
State TIR Available for Reimbursement		**$ 4,746**	**$ 140,849**	**$ 144,432**	**$ 148,087**	**$ 151,815**	**$ 155,617**	**$ 159,496**	**$ 163,451**	**$ 167,487**	**$ 171,603**	**$ 175,800**	**$ 180,083**	**$ 184,450**	**$ 188,905**	**$ 193,450**	**$ 198,085**	**$ 2,528,356**
Total Local Incremental Revenue		$ -	$ -	$ -	$ -	$ -	$ -	$ 116,998	$ 119,254	$ 121,554	$ 123,901	$ 143,639	$ 146,651	$ 149,723	$ 152,857	$ 156,054	$ 159,315	$ 1,389,945
Local TIR Available for Reimbursement		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 116,998**	**$ 119,254**	**$ 121,554**	**$ 123,901**	**$ 143,639**	**$ 146,651**	**$ 149,723**	**$ 152,857**	**$ 156,054**	**$ 159,315**	**$ 1,389,946**
Total Available State/Local TIR		**$ 4,746**	**$ 140,849**	**$ 144,432**	**$ 148,087**	**$ 151,815**	**$ 155,617**	**$ 276,494**	**$ 282,705**	**$ 289,041**	**$ 295,504**	**$ 319,439**	**$ 326,734**	**$ 334,173**	**$ 341,762**	**$ 349,504**	**$ 357,400**	**$ 3,918,302**
	Total Balance																	
Developer Reimbursement Balance (end of year)	***$ 2,758,735***	***$ 2,754,531***	***$ 2,629,779***	***$ 2,501,854***	***$ 2,370,691***	***$ 2,236,226***	***$ 2,098,394***	***$ 1,851,828***	***$ 1,599,728***	***$ 1,341,983***	***$ 1,078,481***	***$ 793,498***	***$ 502,010***	***$ 203,889***	***$ -***	***$ -***	***$ -***	
DEVELOPER REIMBURSEMENT																		
MSF Non-Environmental Activities Costs	*$ 2,186,301*	*$ 3,332*	*$ 98,866*	*$ 101,381*	*$ 103,947*	*$ 106,564*	*$ 109,232*	*$ 195,404*	*$ 199,790*	*$ 204,263*	*$ 208,826*	*$ 225,849*	*$ 231,005*	*$ 236,261*	*$ 161,583*	*$ -*	*$ -*	***$ 2,186,301***
State Tax Reimbursement	$ 1,653,207	$ 3,332	$ 98,866	$ 101,381	$ 103,947	$ 106,564	$ 109,232	$ 111,955	$ 114,731	$ 117,564	$ 120,453	$ 123,399	$ 126,406	$ 129,471	$ 89,313			$ 1,456,613
Local Tax Reimbursement	$ 533,094	$ -	$ -	$ -	$ -	$ -	$ -	$ 83,449	$ 85,058	$ 86,699	$ 88,373	$ 102,451	$ 104,599	$ 106,790	$ 72,270			$ 729,688
MSF Activities Reimbursement Balance		*$ 2,182,969*	*$ 2,084,103*	*$ 1,982,723*	*$ 1,878,776*	*$ 1,772,212*	*$ 1,662,980*	*$ 1,467,576*	*$ 1,267,787*	*$ 1,063,523*	*$ 854,698*	*$ 628,848*	*$ 397,844*	*$ 161,583*	*$ -*	*$ -*	*$ -*	*$ -*
EGLE Environmental Costs	*$ 572,434*	*$ 872*	*$ 25,886*	*$ 26,544*	*$ 27,216*	*$ 27,901*	*$ 28,600*	*$ 51,162*	*$ 52,310*	*$ 53,482*	*$ 54,676*	*$ 59,134*	*$ 60,483*	*$ 61,860*	*$ 42,307*	*$ -*	*$ -*	***$ 572,434***
State Tax Reimbursement	$ 432,856	$ 872	$ 25,886	$ 26,544	$ 27,216	$ 27,901	$ 28,600	$ 29,313	$ 30,040	$ 30,782	$ 31,538	$ 32,309	$ 33,096	$ 33,899	$ 23,385			$ 381,382
Local Tax Reimbursement	$ 139,579	$ -	$ -	$ -	$ -	$ -	$ -	$ 21,849	$ 22,271	$ 22,700	$ 23,138	$ 26,824	$ 27,387	$ 27,961	$ 18,922			$ 191,053
Total EGLE Reimbursement Balance		*$ 571,562*	*$ 545,676*	*$ 519,132*	*$ 491,916*	*$ 464,014*	*$ 435,414*	*$ 384,252*	*$ 331,942*	*$ 278,460*	*$ 223,783*	*$ 164,650*	*$ 104,166*	*$ 42,307*	*$ -*	*$ -*	*$ -*	*$ -*
Total Annual Developer Reimbursement[2]	**$ 2,758,735**	***$ 4,204***	***$ 124,752***	***$ 127,925***	***$ 131,163***	***$ 134,465***	***$ 137,832***	***$ 246,566***	***$ 252,100***	***$ 257,745***	***$ 263,502***	***$ 284,983***	***$ 291,488***	***$ 298,121***	***$ 203,889***	***$ -***	***$ -***	***$ 2,758,735***
LOCAL BROWNFIELD REVOLVING FUND																		
LBRF Deposits		**$ 542**	**$ 16,097**	**$ 16,507**	**$ 16,924**	**$ 17,350**	**$ 17,785**	**$ 29,928**	**$ 30,605**	**$ 31,296**	**$ 32,002**	**$ 34,456**	**$ 35,246**	**$ 36,052**	**$ 137,873**	**$ 275,938**	**$ 36,593**	**$ 765,193**
State Tax Capture	*10.0%*	*$ 542*	*$ 16,097*	*$ 16,507*	*$ 16,924*	*$ 17,350*	*$ 17,785*	*$ 18,228*	*$ 18,680*	*$ 19,141*	*$ 19,612*	*$ 20,092*	*$ 20,581*	*$ 21,080*	*$ 76,208*	*$ 152,521*	*$ 20,226*	*$ 471,574*
Local Tax Capture	*10.0%*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 11,700*	*$ 11,925*	*$ 12,155*	*$ 12,390*	*$ 14,364*	*$ 14,665*	*$ 14,972*	*$ 61,665*	*$ 123,416*	*$ 16,367*	*$ 293,619*

Footnotes:
1. The total available for developer reimbursement is equal to the sum of the available state and local TIR minus 10% removed for LBRF contributions.

APPENDIX C

SITE MAPS LEGAL DESCRIPTIONS DESCRIBED IN SECTION III(G) OF THIS PLAN



WASHTENAW COUNTY

FIGURE 1

PROPERTY VICINITY MAP

UNITED STATES GEOLOGICAL SURVEY, 7.5 MINUTE SERIES

ANN ARBOR WEST, MI QUADRANGLE, 1965. PHOTO REVISED 1983.

PM ENVIRONMENTAL | Environmental & Engineering Services

PROJ: INDUSTRIAL PROPERTY
300 NORTH ZEEB ROAD
ANN ARBOR, MI

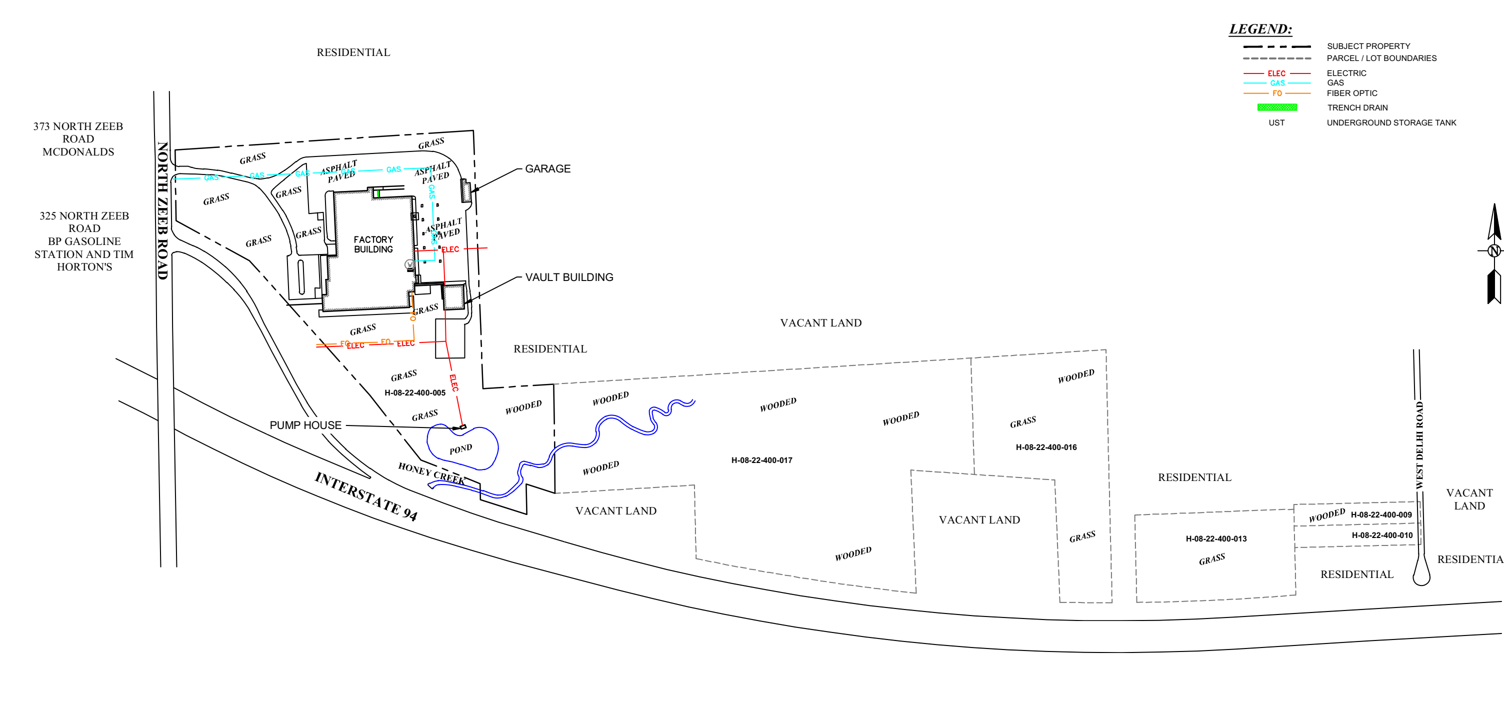
THIS IS NOT A LEGAL SURVEY

VERIFY SCALE

0 — 2,000'

IF NOT 1" ON THIS SHEET, ADJUST SCALES ACCORDINGLY.

DRN BY: KS	DATE: 1/22/2020
CHKD BY: NL	SCALE: 1" = 2,000'
FILE NAME: 01-3334-8-002F00R00	



PM ENVIRONMENTAL | Environmental & Engineering Services

FIGURE 2A
SUBJECT PROPERTY AND ADJOINING PROPERTIES

PROJ:
INDUSTRIAL PROPERTY
300 NORTH ZEEB ROAD
ANN ARBOR, MI

THIS IS NOT A LEGAL SURVEY	DRN BY: KS/LJH	DATE: 8/19/2022
VERIFY SCALE 0 400' IF NOT 1" ON THIS SHEET, ADJUST SCALES ACCORDINGLY.	CHKD BY: NL	SCALE: 1" = 400'
	FILE NAME: 01-3334-8-002F00R00	

Legal Description

300 North Zeeb Road, Scio Township, Washtenaw County, Michigan

COM AT W 1/4 COR OF SEC 22; TH N 00-54-10 W 1072.69 FT ON W/L OF SEC AND CNTRLINE OF ZEEB RD FOR A POB; TH N 85-16-20 E 1299.20 FT; TH S 00-51-00 E 1081.60 FT ALG THE E/L OF THE W 1/2 OF THE NW 1/4 OF SAID SECTION; TH E'LY ALG E/W 1/4 LINE OF SEC 322.60 FT; TH S'LY DEFLECTING 92-54-30 TO RIGHT 450.58 FT; TH N 72-03-57 W 127.80 FT; TH S 00-29-38 W 132.82 FT TO THE N ROW LINE OF I-94; TH W'LY ALG SAID ROW LINE 200 FT TO E LINE OF W 1/2 OF SW 1/4 OF SAID SEC; TH N 00-56-00 W 64 FT; TH W'LY ALG ARC OF RAD 8409.42 FT CURVING N'LY, CHD 262.50 FT N 70-28-00 W; TH N 39-35-18 W 1115.90 FT CONT ALG N ROW LINE OF WESTBOUND OFF RAMP TO ZEEB RD; TH N 62-52-43 W 343.56 FT; TH N 00-59-43 W 153.48 FT; TH S 86-34-20 W 50.39 FT; TH N 00-54-10 W 140.01 FT TO POB. T2S R5E 29.14 AC

A RESOLUTION TO APPROVE THE BROWNFIELD PLAN FOR 300 NORTH ZEEB RD, SCIO TOWNSHIP, MI 48103

WASHTENAW COUNTY BOARD OF COMMISSIONERS

JUNE 7th, 2023

Prepared By: Nathan Voght, Washtenaw County Brownfield Redevelopment Coordinator

WHEREAS, the Washtenaw County Board of Commissioners, supports the sustainable redevelopment of contaminated, blighted, and vacant properties designated as brownfields; and

WHEREAS, the Washtenaw County Board of Commissioners established the Washtenaw County Brownfield Redevelopment Authority to facilitate the implementation of plans relating to the identification and treatment of brownfields in Washtenaw County (Res. 99-0100); and

WHEREAS, the property that makes up the 300 North Zeeb Road redevelopment site (the “Property”) in Scio Township has been identified as a Facility, and is therefore eligible under state statute; and

WHEREAS, the Washtenaw County Brownfield Redevelopment Authority (WCBRA) has prepared a Brownfield Plan for 300 North Zeeb Road, MI 48103, in order to utilize Tax Increment Financing to reimburse the developer for certain Eligible Brownfield activities, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, P.A. 381 of the State of Michigan of 1996, as amended (Act); and

WHEREAS, Scio Township has reviewed the Plan, and has been provided a reasonable opportunity to express their views and recommendations regarding it, in accordance with Section 3(4) and 13(13) of the Act, and concurs with the provisions of the Plan through its approval on April 25th, 2023; and

WHEREAS, on May 11th, 2023 the WCBRA recommended approval of the Plan to the Washtenaw County Board of Commissioners; and

WHEREAS, the Washtenaw County Board of Commissioners held a Public Hearing on June 7th, 2023 to receive comment on the proposed Plan pursuant to the Act; and

WHEREAS this matter has been reviewed by the County Administrator’s Office, Corporation Counsel, Finance, Human Resources, Racial Equity Office, Information Technology, Facilities Management, and the Board of Commissioners.

NOW THEREFORE BE IT RESOLVED THAT, the Washtenaw County Board of Commissioners has determined the Plan constitutes a public purpose and approves the adoption of the Brownfield Plan for 300 North Zeeb Road, Scio Township, MI 48103, with the condition that tax capture be limited to 20 years, pursuant to the Brownfield Plan Approval Resolution by the Scio Township Board of Trustees.

BE IT FURTHER RESOLVED THAT, the Washtenaw County Board of Commissioners approves the budget as attached hereto and made part hereof.

BE IT FURTHER RESOLVED THAT should any section, clause or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.

BE IT FURTHER RESOLVED THAT all resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

COMMISSION	Y	N	A	COMMISSIONER	Y	N	A	COMMISSIONER	Y	N	A
Beeman	X			Maciejewski	X			Somerville	X		
Hodge	X			Rabhi	X						
LaBarre	X			Sanders	X						
Lyte	X			Scott	X						

CLERK/REGISTER'S CERTIFICATE - CERTIFIED COPY ROLL CALL VOTE: 9 0 0

STATE OF MICHIGAN)
COUNTY OF WASHTENAW)SS.

I, Lawrence Kestenbaum, Clerk/Register of said County of Washtenaw and Clerk of Circuit Court for said County, do hereby certify that the foregoing is a true and accurate copy of a resolution adopted by the Washtenaw County Board of Commissioners at a session held at the County Administration Building in the City of Ann Arbor, Michigan, on June 7th, 2023, as it appears of record in my office.

In Testimony Whereof, I have hereunto set my hand and affixed the seal of said Court at Ann Arbor, this 8th day of June 2023.

LAWRENCE KESTENBAUM, Clerk/Register

BY: ______________________

Deputy Clerk

Res. No. 23-112

March 4, 2025
ECT No. 240120-0400

Mr. Nathan Voght
Economic Development Specialist
Washtenaw County Office of Community and Economic Development
415 W. Michigan Avenue
Ypsilanti, MI 48197

Re: Local Brownfield Revolving Fund Grant Agreement (Contract 55750; PO 20240411)
Reimbursement Draw Request #3 (October 2024 -January 2025)

Dear Mr. Voght,

Environmental Consulting & Technology, Inc. (ECT) on behalf of Ann Arbor Housing Development Corporation is seeking a reimbursement draw request under the Washtenaw County Brownfield Redevelopment Authority (BRA) Local Brownfield Revolving Fund (LBRF) Grant for environmental and non-environmental eligible activities in support of the Catherine Street Affordable Housing Project.

The Grant Agreement (Contract 55750; PO 20240411) was awarded on June 5, 2023, and effective on January 15, 2024, for the total amount of $959,406.00. Prior to this request, $444,363.88 had been spent to date. This request (Request #3) for services rendered from October 2024 through January 2025 is for ***$292,626.25***. Please refer to the attached **Table 1** for the Brownfield Eligible Activities, and **Table 2** for a Summary of Reimbursement Draw Request #3. Invoices are included as **Attachment A**, and the associated purchase order and contract agreement are provided as **Attachment B.**

If you have any questions or require additional information, please do not hesitate to contact us at your earliest convenience.

Sincerely,

Environmental Consulting & Technology, Inc.

Maura Gibbons
Project Manager
MGibbons@ectinc.com
M: 248-797-1905

Anne Jamieson-Urena
Economic Development Specialist
AJamieson@ectinc.com
M: 248-762-701

Enclosure

Tables

Table 1: Local Brownfield Revolving Fund (LBRF) Budget Tracking

Catherine Street Affordable Housing Project | Grant Agreement Contract 55750
Tracking Code: 2024-2546 | Location Code: 6L28
Funding Source: RENEW MI
Expiration: 04/10/2026

right for additional pay request columns and instruction

Eligible Activities	Agreement Amount	Approved Costs	Pay Request #1 November 2023 - July 2024											Pay Request #2 August-September 2024			Pay Request #3 October 2024-January 2025					Amount Spent to Date	Approved Amount Remaining
Approval Date	6/5/2023	6/5/2023	Invoices											Invoices			Invoices						
Contractor			ECT	ECT	ECT	ECT	ECT	ECT	ECT	ECT	ECT	O'Neil	O'Neil	ECT	ECT	O'Neil	O'Neil	O'Neil	O'Neil	ECT	O'Neil		
Invoice Number			235833	235835	240062	242607	242608	242609	243147	243627	243628	11613	11665	244129	244620	11715	11751	11796	11827	250134	11860		
Invoice Date			8-Dec-2023	8-Dec-2023	19-Jan-2024	21-Jun-2024	21-Jun-2024	21-Jun-2024	24-Jul-2024	16-Aug-2024	16-Aug-2024	11-Jul-2024	14-Aug-2024	16-Sep-2024	11-Oct-2024	8-Oct-2024	31-Oct-2024	30-Nov-2024	31-Dec-2024	9-Jan-2025	7-Feb-2025		
POP Check Number			PO 20240411	PO 20240411	PO 20240411	PO 20240411	PO 20240411	PO 20240411	PO 20240411	PO 20240411	PO 20240411	PO 20240411	PO 20240411	PO 20240411	PO 20240411	PO 20240411	PO 20240411	PO 20240411	PO 20240411	PO 20240411	PO 20240411		
1. Pre-Approved Activities (Exempt)	$ 109,828																						
Phase I ESA, BEAs, and Due Care Planning		$ 32,775	$ 5,000.00	$ -	$ -	$ 44,137.00	$ -	$ 1,447.00	$ 2,752.50	$ 830.00	$ 353.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 54,519.50	$ (21,744.50)
Phase II ESA/Soil Impacts Delineation		$ 42,053		$ -	$ -	$ -	$ 15,331.97	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 15,331.97	$ 26,721.51
RAP - Approval by EGLE		$ 35,000	$ -	$ 7,205.00	$ 595.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,800.00	$ 27,200.00
Reallocation to Task 4		$ (32,177)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (32,177.01)
Task 1 Sub-Total	**$ 109,828**	**$ 77,651**	**$ 5,000.00**	**$ 7,205.00**	**$ 595.00**	**$ 44,137.00**	**$ 15,331.97**	**$ 1,447.00**	**$ 2,752.50**	**$ 830.00**	**$ 353.00**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 77,651.47**	**$ 0.00**
2. Site Demolition	$ -																						
Abandoned Utilities				$ -								$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 2 Sub-Total	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
3. Due Care	$ -																						
Health and Safety Plan		$ -		$ -								$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Due Care Planning		$ -		$ -								$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Contigency		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Task 3 Sub-Total	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
4. Environmental Response Activities	$ 264,211																						
NFA Report		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Verification Sampling		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
TCLP Sampling		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Dewatering		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Soil Handling		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Backfill		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 31,350.00	$ -	$ 34,960.00	$ 66,310.00	$ (66,310.00)
Temporary Sheeting and Shoring & Traffic Control		$ 215,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 211,020.00	$ 120,730.00	$ -	$ -	$ 3,647.41	$ -	$ -	$ -	$ -	$ -	$ 335,397.41	$ (120,397.41)
Project Management/Grant Oversight		$ 30,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,137.50	$ 1,427.50	$ -	$ -	$ -	$ -	$ 2,066.25	$ -	$ 7,631.25	$ 22,368.75
Contigency		$ 49,211	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 49,211.00
Reallocation from Task 1		$ 32,177	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 32,177.01
Reallocation from Task 6		$ 35,362	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 35,362.00
Reallocation from Task 5		$ 57,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 57,500.00
Reallocation from Task 6		$ 92,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 92,000.00
Task 4 Sub-Total	**$ 264,211**	**$ 511,250**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 211,020.00**	**$ 120,730.00**	**$ 4,137.50**	**$ 1,427.50**	**$ 3,647.41**	**$ -**	**$ -**	**$ 31,350.00**	**$ 2,066.25**	**$ 34,960.00**	**$ 409,338.66**	**$ 101,911.35**
5. Site Preparation	$ 57,500																						
Geotechnical Engineering		$ -	$ -									$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Relocation of Existing Utilities		$ 50,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 50,000.00
Contingency		$ 7,500	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,500.00
Reallocation to Task 4		$ (57,500)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (57,500.00)
Task 5 Sub-Total	**$ 57,500**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
6. Infastructure Improvements	$ 527,866																						
Layout/Urban Stormwater Management System		$ 363,751	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 25,750.00	$ 90,650.00	$ 129,850.00	$ -	$ -	$ -	$ 246,250.00	$ 117,501.00
Relocation of Utilities		$ 92,000	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 92,000.00
Soft Costs		$ 16,978	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 3,750.00	$ -	$ -	$ -	$ 3,750.00	$ 13,228.00
Contingency		$ 25,137	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 25,137.00
Reallocation to Task 4		$ (35,362)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (35,361.99)
Reallocation to Task 4		$ (92,000)	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ (92,000.00)
Task 6 Sub-Total	**$ 527,866**	**$ 370,504**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 25,750.00**	**$ 90,650.00**	**$ 133,600.00**	**$ -**	**$ -**	**$ -**	**$ 250,000.00**	**$ 120,504.01**
Total	**$ 959,406**	**$ 959,405**	**$ 5,000.00**	**$ 7,205.00**	**$ 595.00**	**$ 44,137.00**	**$ 15,331.97**	**$ 1,447.00**	**$ 2,752.50**	**$ 830.00**	**$ 353.00**	**$ 211,020.00**	**$ 120,730.00**	**$ 4,137.50**	**$ 1,427.50**	**$ 29,397.41**	**$ 90,650.00**	**$ 133,600.00**	**$ 31,350.00**	**$ 2,066.25**	**$ 34,960.00**	**$ 736,990.13**	**$ 222,415.36**
												Payment Total	**$ 409,401.47**		**Payment Total**	**$ 34,962.41**			**Payment Total**		**$ 292,626.25**	**$ 736,990.13**	

Table 2: Summary of Reimbursement Draw Request #3 (October 2024-January 2025)

Catherine Street Affordable Housing Project | Grant Agreement Contract 55750

Invoice No.	Task Description	Oct-24	Nov-24	Dec-24	Jan-25	Sub Total
ECT Invoices						
250134	Project Management/Grant Oversight	$ -	$ -	$ 2,066.25	$ -	$ 2,066.25
					Sub Total	***$ 2,066.25***
Subcontractor Invoices						
11751	Infrastructure Improvements	$ 90,650.00	$ -	$ -		$ 90,650.00
11796	Infrastructure Improvements	$ -	$ 133,600.00	$ -		$ 133,600.00
11827	Environmental Response Activities	$ -	$ -	$ 31,350.00		$ 31,350.00
11860	Environmental Response Activities	$ -	$ -	$ -	$ 34,960.00	$ 34,960.00
					Sub Total	***$ 290,560.00***

Total: $ 292,626.25

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY REIMBURSEMENT AGREEMENT

This Agreement (the "Agreement") dated September 11, 2023 is entered between the WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (the "Authority"), an authority established pursuant to Act 381 of 1996, as amended ("Act 381"), whose address is 220 N. Main Street, P.O. Box 8645, Ann Arbor, Michigan 48107-8645, and ~~THE VILLAGE OF ANN ARBOR APARTMENTS SOUTH, LLC~~[DEVELOPER NAME], a Michigan Limited Liability Company, whose address is ~~6905 Telegraph Road, Suite 200, Bloomfield Hills, MI, 48301~~[DEVELOPER ADDRESS] (the "Developer").

RECITALS

A. Pursuant to Act 381, the Authority has prepared a Brownfield Plan for the Eligible Property described below that was duly approved by the Washtenaw County Board of Commissioners with concurrence from ~~the City of Ann Arbor~~[COMMUNITY]:

   a. Encompassing multiple parcels on ~~Pontiac Trail and Dhu Varren Road~~[LOCATION ROAD], totaling approximately ~~77~~ [NUMBER] acres of land.

   b. Located in the ~~City of Ann Arbor~~[COMMUNITY], Washtenaw County, Michigan

   c. Tax Identification Numbers ~~I-09-16-201-016, I-09-16-201-015, I-09-16-201-014, I-09-16-201-013, 09-09-16-100-047, 09-09-16-150-003, I-09-16-201-010, and I-09-16-201-009~~ [TIN NUMBERS] (the "Eligible Property"),

   d. Legal Description[s] provided in Exhibit B

B. The Developer plans to redevelop the Eligible Property (the "Development") as follows:

   a. ~~Combine parcels to develop approximately 564 attached and detached for-sale and rental housing units, including associated infrastructure, roads, and other improvements (the "Improvements")~~[DEVELOPMENT DESCRIPTION].

   b. Construct the development incorporating the following sustainability improvements: ~~Installation of solar-powered street lights; installation of solar power generation on the clubhouse; green stormwater management system (low impact design); no natural gas connections on the for-sale units; and construction of market rate rental units with the appropriate electrical infrastructure to enable future conversion from gas-fired appliances and HVAC~~[SUSTAINABILITY COMMITMENTS] (the "Sustainability Commitments").

   ~~b.~~c. Construct the Development incorporating the following affordable housing commitments: [AFFORDABLE HOUSING IMPROVEMENTS]

~~c.~~d. This will occur through the Developer and other affiliate or co-development entities (collectively, the "Project Developers") incurring eligible costs.

~~d.~~e. The Improvements are expected to increase the tax base within the County, and otherwise enhance the economic vitality and quality of life within Washtenaw County.

C. The ~~Project~~ Developer~~s~~ will conduct Eligible Activities and incur eligible costs pursuant to the approved Brownfield Plan and~~,~~ Act 381 Work Plan, if required, and according to the terms of this Agreement. Submission for reimbursement of Eligible Activities incurred by the Project Developers shall be made by Developer with all reimbursement payments made payable to Developer, unless such payment has been assigned to another payee in accordance with this Agreement.

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

E. [Optional Clause] Act 381 permits the use of Tax Increment Revenue (TIR) to support the payment of interest on unreimbursed Eligible Costs, and Interest is included as an Eligible Activity in the approved Brownfield Plan.

F. The Authority has incurred and will incur ~~Administrative~~ administrative ~~Costs~~costs for its operations, and reimbursable costs for ~~its operations and~~ the preparation~~, approval, and administration~~and implementation of the Brownfield Plan and Act 381 Work Plan, for which it seeks reimbursement from TIR.

G. The Authority intends to fund the Local Brownfield Revolving Fund (LBRF) during and after the ~~Developer Reimbursement period~~ term of this Agreement, as appropriate.

H. In accordance with Act 381, the approved Brownfield Plan, Act 381 Work Plan (See Exhibit D), and this Agreement, the parties desire to use TIR generated from an increase in the taxable value of the Eligible Property resulting from its Improvements to reimburse the Developer for actual expenses incurred for approved Eligible Activities [Optional:~~,~~ including site preparation activities representing a financial offset for the Sustainability Commitments incurred by the Project Developers], the Authority for its ~~Administrative~~ administrative and reimbursable ~~Costs~~ costs~~(at the discretion of the Authority)~~, and to fund the LBRF.

I. The parties are entering into this Agreement to establish the terms, conditions and procedures for ~~the~~ reimbursement of the parties from TIR.

TERMS AND CONDITIONS

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

1. Definitions – Unless otherwise defined herein, all terms included in this Agreement are defined through Exhibit A "Definitions." If there is any conflict between the definitions provided herein and Act 381, the definitions in Act 381 shall control.

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

3. Term of Agreement – In accordance with the Brownfield Plan, the Authority shall capture the TIR generated by the Improvements on the Eligible Property to reimburse Developer's ~~for~~ Eligible Costs until the earliest~~r~~ of the following events, which shall terminate this Agreement: (i) the date that all the Eligible Costs are fully reimbursed under this Agreement; or (ii) at the end of the 18th tax capture year after the date the Authority begins to capture TIR under the Brownfield Plan where capture is anticipated to begin in 2025 (or as may subsequently be extended by a Brownfield Plan amendment and amendment to this Agreement); or (iii) the maximum number of years as established pursuant to a tax appeal, pursuant to Section 4, below; or iv) expiration of the reimbursement period as defined in Act 381. ~~If this Agreement ends before the reimbursement of all Eligible Costs, the last payment by the Authority shall be whatever TIR remains, if any, from the summer and winter taxes distributed during the final year of the Agreement, after full reimbursement for the State Brownfield Fund, Authority Administrative Expenses, and the LBRF.~~

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

5. Developer Reimbursable Eligible Costs – The total of costs eligible for reimbursement, the Total Eligible Costs, and the estimated costs for each type of eligible activity, shall be as described in the "Table 1, Eligible Activities Table" of the Brownfield Plan, and further defined by the approved Act 381 Work Plan. The Total "Developer Reimbursable Eligible Costs" shall be the maximum amount of reimbursement authorized under this Agreement. The actual cost for one or more types of activity may differ from that described in the Brownfield Plan, as long as the ~~Total~~ total Developer Reimbursable Eligible Costs and costs for department specific activities and MSF eligible activities are each not exceeded.

6. [OPTIONAL CLAUSE] Sustainability Commitments Completion – The Developer agrees to complete the Sustainability Commitments to advance the specific community goals of the City of Ann Arbor, with the condition that an equal offset of Site Preparation Eligible Activities be included in the Brownfield Plan. In acknowledgment that these improvements were not required as part of the City's development review standards, yet are important in advancing the City's climate goals, a corresponding offset for these costs of $2,930,071 in Site Preparation Eligible Activities, are included in the approved Brownfield Plan. The Developer hereby agrees that it will provide and complete the

Sustainability Commitments prior to seeking Reimbursement of approved Site Preparation Eligible Activities by the Authority.

The Sustainability Commitments ~~include:~~include [SUSTAINABILITY COMMITMENTS DESCRIPTIONS]~~full electrification of the for-sale residential units for the amount of $1,320,000, solar street lights and solar on the clubhouse for an amount of $439,000, and carrying costs of $1,171,071, (which is an estimated/fixed amount on the basis of 5% simple Interest calculated annually for 12 years on the cost of the Sustainability Commitments). This Interest amount is fixed and included in the overall Site Preparation Eligible Activities. It will not be calculated as part of or included in the overall allowed Interest of $6,007,701 calculated on the unreimbursed approved Environmental Eligible Costs, pursuant to Section 10 of this Agreement.~~

7. Reimbursement Source – During the term of this Agreement, the Authority shall capture, as provided in the Brownfield Plan and allowed by Act 381, those TIR~~, which are levied~~ from ~~both~~ captured Local Taxes and Taxes Levied for School Operating Purposes on the Property~~,~~ and any new taxable personal property. The Authority will use those TIR to reimburse Developer Reimbursable Eligible Costs (including interest where applicable) in accordance with the Brownfield Plan, approved Act 381 Work Plan(s) ~~(See Exhibit D)~~ and this Agreement. ~~Local TIR alone shall not be used to reimburse any Eligible Costs unless expressly allowed by the Brownfield Plan.~~

Captured taxes levied by local taxing jurisdictions shall [(i) not be used as the sole source of TIR for reimbursement of any Developer Reimbursable Eligible Costs OR (ii) be used as the sole source of reimbursement for the following Developer Reimbursable Eligible Costs:].

Developer Reimbursable Eligible Costs that do not require approval of an Act 381 Work Plan for reimbursement with school operating taxes will be reimbursed with TIR from captured Local Taxes and Taxes Levied for School Operating Purposes.

For Developer Reimbursable Eligible Costs not designated for reimbursement solely with captured taxes levied by local taxing jurisdictions, if EGLE or MSF declines to approve certain Eligible Activities for reimbursement with Taxes Levied for School Operating, Purposes, the other taxing entities will contribute only that proportionate share of capture of the incremental Local Taxes and reimbursement that would be contributed if EGLE or MSF had approved capture of state school taxes for those Eligible Activities.

~~7.~~8. Allocation of Captured Taxes – TIR will be allocated in the following order of priority during each year of the Brownfield Plan:

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

b. Captured taxes levied by local taxing jurisdictions and levied for ~~Local and~~ School Operating Purposes~~captured taxes~~ in an amount of 10% of total annual captured TIR during ~~and after~~

reimbursement of Developer Reimbursable Eligible Costs, and as needed in the final two years of the Developer Reimbursement Period to fully fund the LBRF at the level as described in the Brownfield Plan~~, as identified in the Brownfield Plan, and will be allocated for deposit in the LBRF and/or allocated for reimbursement of Authority Administrative fees, at the sole discretion of the Authority;~~;

Commented [JMH1]: This is not pertinent to the Developer n this Agreement. What we do with the captured TIR is not their business.

~~b.~~c. Captured taxes levied by local taxing jurisdictions and Taxes Levied for School Operating Purposes in an amount equal to the cost of Brownfield Plan and Act 381 Work Plan preparation, review, approval, and implementation having been incurred at the time of each Developer annual reimbursement until such costs are fully reimbursed.

d. The balance of captured taxes levied by local taxing jurisdictions and Taxes Levied for School Operating Purposes ~~Local and School Operating captured taxes~~ will be allocated for the reimbursement of Developer Reimbursable Eligible Costs incurred by the Project Developers.

~~c.~~e. If this Agreement terminates before the reimbursement of all Eligible Costs, the last payment by the Authority shall be whatever TIR remains, if any, from the summer and winter taxes distributed during the final two years of the Agreement, after full reimbursement for the State Brownfield Fund, Authority Administrative Expenses, and the LBRF.

~~d. The Authority will then capture, after Developer has been fully reimbursed all eligible costs or after the capture limit described in Section 3 has been reached, whichever comes first, an amount necessary to result in $8,677,766 total capture in LBRF.~~

Commented [JMH2]: Not pertinent to the Developer in this Agreement. Agreement will no longer be in effect.

~~8.~~9. Eligible Costs Reimbursement – For those Eligible Costs incurred by the Developer (the "Incurred Eligible Costs") and for which the ~~Project~~ Developer~~s~~ seeks reimbursement from the Authority, the ~~Project~~ Developer~~s shall incur Eligible Costs and Developer~~ shall submit documentation of the Incurred Eligible Costs to the Authority according to the instructions and guidelines provided in Exhibit E. The parties agree that Developer shall only seek reimbursement for its actual costs incurred to perform the Eligible Activities~~, in accordance with the Brownfield Plan and Act 381 Work Plan~~. The Incurred Eligible Costs ~~Eligible Activities~~ being submitted for reimbursement shall not have ~~occurred~~ been incurred more than ~~48~~ ~~36~~18 months prior to the submittal date, with the exception of costs for site assessments, BEA, and Due Care Planning Activities, which if ~~conducted~~ incurred prior to approval of the Brownfield Plan shall be submitted for reimbursement when Developer first seeks reimbursement of Incurred Eligible Costs.

Commented [JMH3]: Eligible Activities are previously defined.

~~9.~~10. [Optional Clause] Interest – Interest is included as an Eligible Cost in the approved Brownfield Plan, and will be calculated annually on December 31st at a rate of [~~5~~X]% ~~on~~ of the total unreimbursed approved Eligible ~~Environmental~~ Activities, and added to the total approved Eligible Costs to be reimbursed, up to a maximum total interest reimbursement of $[~~6,007,701~~######]~~, which is the amount stated in Table 1 of the approved Brownfield Plan~~.

Commented [JMH4]: Could get changed by MSF or EGLE?

~~10.~~11. Payments – Payments to Developer shall be made as follows:

a. Within 90 days of its receipt of the documentation of Incurred Eligible Costs described in paragraph 9 above, the Authority, in its sole discretion, shall either approve ~~Eligible Costs~~ the Incurred Eligible Costs (the "Approved Incurred Costs") for payment or request additional information. ~~–~~If the Authority determines all or a portion of the requested payment is for ~~Approved~~ Approved ~~Eligible~~ Incurred Costs, it shall process that the portion of the payment request as provided in subparagraph (b) below. If the Authority determines that insufficient information has been provided, disputes any portion of any payment request, or disputes the eligibility of any costs of any payment request, it shall notify Developer in writing of its determination and the reasons for its determination. Developer shall have 28 days to address the reasons given by the Authority and shall have an opportunity to meet with the Authority's representatives or, if the Authority Board consents, to formally meet with the Authority and be placed on a meeting agenda to discuss and resolve any remaining dispute. In doing so, Developer shall provide the Authority a written response to the Authority's decision and the reasons given by the Authority. If the parties do not resolve the dispute in such a manner, it shall be resolved as provided in Paragraph 12 below.

b. Once the Authority determines that Incurred Eligible Costs are Approved ~~Eligible~~ Incurred Costs, it shall pay to Developer the amounts for which submissions have been made pursuant to paragraph 9 of this Agreement within 30 days after the Authority receives TIR from which the Approved ~~Eligible~~ Incurred Costs may be wholly or partially paid. The Authority shall only be obligated to reimburse Developer to the extent TIR is available to reimburse such costs.

c. The repayment obligation under this Agreement shall expire at the ~~earliest of the following: i) payment by the Authority to Developer of all amounts due Developer under this Agreement; ii) expiration of the reimbursement period as defined in the Brownfield Plan; or iii) expiration of the reimbursement period as defined in Act 381~~termination of this Agreement.

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

~~e. The maximum amount of Developer Reimbursable Eligible Costs in the approved Brownfield Plan and as further determined by the approved Act 381 Work Plan; and~~

~~f. The maximum amount of Approved Eligible Costs as determined by this Agreement.~~

~~g.~~d. The Authority ~~may~~ shall not make TIR reimbursements while Developer's Real Property Taxes are delinquent on the Property.

~~h.~~e. If the Developer has filed an appeal of Property assessment and/or the outcome of such an appeal is still pending, the Authority, at its sole discretion, may withhold reimbursement of

Commented [JMH5]: Previously defined as Agreement termination.

Commented [JMH6]: Previously defined in Section 5.

Developer Reimbursable Eligible Costs, until such appeal is resolved. The purpose of any delay is to prevent overpayment and the need to "claw-back" funds reimbursed due to lowered Taxable Values.

~~i.~~f. All reimbursements to Developer shall be made payable to ~~The Village of Ann Arbor Apartments South, LLC~~[DEVELOPER NAME] at the address ~~above~~described in this Agreement.

~~11.~~12. Dispute As to Eligible Costs – If there is a dispute over whether a cost submitted by Developer is an Eligible Cost the dispute shall be resolved by an independent knowledgeable professional chosen by mutual agreement of the parties. If the parties are unable to agree upon a knowledgeable professional, then the County and Authority shall together choose an independent knowledgeable professional, and Developer shall also choose an independent knowledgeable professional to review the Authority's decision. If the two knowledgeable professionals so selected agree that costs submitted are eligible, the Developer shall be reimbursed those costs in accordance with this Agreement. If the two professionals so selected cannot agree that costs submitted are eligible, the two selected professionals shall appoint a third knowledgeable professional who shall make a final determination and Developer shall then be reimbursed those costs in accordance with this Agreement to the extent determined by the third knowledgeable professional. All fees and costs incurred by any party with respect to this paragraph, shall be the sole responsibility of the Developer. Failure of the Developer to pay any obligation incurred with respect to this paragraph shall constitute a default of this Agreement pursuant to paragraph 13.

~~12.~~13. Default –Upon the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party, and the defaulting party shall have 30 days to cure the default. If the default is not cured within this time period, then the non-defaulting party shall have the right to terminate this Agreement, or, at the election of such non-defaulting party, may obtain any reasonable form of relief permitted under this Agreement, and any applicable laws and court rules of the State of Michigan. If the Authority, in its sole discretion, determines that any cure proposed by the Developer may take more than 30 days to complete, the Authority may permit the Developer to complete the cure in a time and manner agreeable to the Authority. Any right or remedy provided by a specific provision of this Agreement shall be deemed cumulative to, and not conditioned on, any other remedies upon default.

~~13.~~14. Local Brownfield Revolving Fund – In accordance with Act 381 and ~~and~~ the Brownfield Plan, the Authority will use, at its sole discretion, all or a portion of captured TIR allocated pursuant to Paragraph 8 of this Agreement to~~the Authority will~~ fund the LBRF ~~using a portion of the TIR captured by the Authority~~ during~~, and/or after,~~ the ~~period of reimbursement of Developer Reimbursable Eligible Costs and accrued interest~~term of this Agreement. ~~The Authority, at its sole discretion, will annually capture TIR to fund Administrative operations and/or deposit into the LBRF as described in the approved Brownfield Plan.~~

~~14.~~15. Authority Monitoring -- The Authority may monitor the Project for the purpose of verifying that the activities, invoices and accounting of the Developer are accurate, reasonable and constitute Eligible Activities under this Agreement. The Developer shall provide any authorized representative of the Authority access to or copies of permits, data, reports, testing, or sampling results, invoices or other such documents reasonably necessary for monitoring. The Authority, EGLE or MSF shall also be given access to the Eligible Property upon reasonable request in order to review any Eligible Activities or perform any other obligations under this Agreement. Except in the case of an emergency or exigent circumstance, the Authority shall give the Developer at least 48 hours' notice of requests under this paragraph. Except for the right to monitor the Developer's compliance with this Agreement, nothing in this Agreement shall be interpreted to give the Authority any right to exercise control over the performance of Eligible Activities or other actions by the Developer.

~~15.~~16. Adjustments – If, due to an appeal of any tax assessment, reassessment of any portion of the Eligible Property, abatement of any taxes, or for any other reason, the Authority is required to reimburse any TIR to any tax levying unit, then: i) the Developer shall pay the Authority the full amount required to reimburse such TIR, including interest and penalties, ~~-~~within 30 days of receiving any invoice from the Authority; or ii) the Authority may deduct the amount of any such reimbursement, including interest and penalties, from all subsequent payments due to the Developer until such TIR, including interest and penalties, is fully recovered. If all amounts due the Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Developer, the Authority shall invoice the Developer for the amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within thirty (30) days of the Developer's receipt of the invoice. Amounts invoiced and paid to the Authority by the Developer pursuant to this paragraph shall not reduce Eligible Costs for which the Developer shall have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement.

~~16.~~17. Insurance – The Developer shall purchase and maintain insurance coverages as indicated at limits not less than those set forth below. The Developer shall also require each and every contractor(s) and/or subcontractor(s) ~~engage~~ engaged by the Developer to perform services pursuant to this Agreement that are required for the completion of Eligible Activities to purchase and maintain insurance coverages at the limits set forth below. Developer and its contractor(s) and/or subcontractor(s), as applicable, shall name Washtenaw County and Washtenaw County Brownfield Redevelopment Authority as an additional insureds under all coverages listed below, except Worker's Compensation. The Developer shall maintain other insurance as it deems appropriate for its own protection.

a. Worker's Disability Compensation and Occupational Disease Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.

b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence and $2,000,000 aggregate combined single limit. Coverage shall include the following:

i. Contractual Liability

ii. Products and Completed Operations

iii. Independent Contractors Coverage

iv. Broad Form General Liability Endorsement or Equivalent

c. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than $1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

d. Environmental Impairment Liability Insurance shall be provided by Developer and its contractor(s) and/or subcontractor(s) engaged in site work that results in excavation, removal, relocation, or other disturbance of surface or subsurface soil or groundwater~~, and environmental activities~~, covering any sudden and non-sudden pollution or environmental impairment, including clean-up costs and defense, with limits of liability of not less than $1,000,000 per occurrence.

e. All insurance coverages described above shall remain in effect at all times until completion of all eligible activities. The Developer shall deliver copies of certificates of insurance for each of the policies mentioned above to the Authority. If so requested, certified copies of all policies will be provided. It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change in any coverage shall be sent to the Authority.

~~17.~~18. Indemnification – The Developer shall indemnify, defend, and hold harmless, the Authority, Washtenaw County, and their officers, board members, commissioners, employees and agents from all claims, damages, lawsuits, costs and expenses, including reasonable attorney fees, incurred as a result of any acts, omissions, negligence, or gross negligence of the Developer or its employees, agents, consultants, contractors or subcontractors related to the Project or its performance under this Agreement. This indemnification includes any damages, costs, and expenses in excess of those covered by any insurance of the Developer. The Developer shall indemnify the Authority, Washtenaw County, and any of the listed entities officers, board members, commissioners, employees and agents from all reasonable costs and expenses, including reasonable attorney fees, incurred in the enforcement of any obligation or claim against the Developer under this Agreement. These indemnification provisions will survive the termination of this Agreement. By entering this Agreement, neither party waives any immunities provided under state or federal law.

~~18.~~19. Freedom of Information Act – Developer understands that all communications, information, and/or documentation submitted by Developer may be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being Sections 15.23 to 15.24 of the Michigan Compiled Laws and no claim of trade secrets or any other privilege or exception to the

Commented [JMH7]: This is still not necessary for the Developer, only the contractors. It adds $50,000 or more unnecessary cost to the project and extends the capture period. Developers should be advised to add this as an eligible expense in their BF Plans.

Freedom of Information Act will be claimed by Petitioners as it relates to this Agreement, Petitions for Reimbursement and supporting documentation.

~~19.~~20. Notices – All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Either party may change the address by written notice sent by registered or certified mail to the other party.

~~20.~~21. Assignment – The interest of any party under this Agreement shall not be assignable without the other parties' written consent, which shall not be unreasonable withheld, except for an assignment by the Developer for the purposes of securing financing for the Project, which shall require notice but not the prior consent of the other parties.

~~21.~~22. Entire Agreement – This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them.

~~22.~~23. Non-Waiver – No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

~~23.~~24. Headings – Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

~~24.~~25. Governing Law – This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

~~25.~~26. Compliance with Applicable Law – Developer agrees to comply with all applicable federal, state, and local laws, statutes, rules, regulations, ordinances, and other legal obligations of a similar effect.

~~26.~~27. Counterparts – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

~~27.~~28. No Third-~~-~~Party Beneficiaries – This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Consultant, Contractors, Subcontractors, or any third parties. Except for a collateral assignment for financing purposes from Developer to a lender, this Agreement shall not be construed to create any third-~~-~~party beneficiary contract or claim, and the parties intend there to be no third-~~-~~party beneficiaries.

~~28.~~29. Binding Effect – The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, legal representatives, successors, and assigns.

~~29.~~30. The Authority's reimbursement obligations under this Agreement are contingent on the requirement that there shall be no action, suit, proceeding or investigation pending before any court, public board or body to which the Developer, the County, the City of Ann Arbor, or the Authority is a party, or threatened against the Developer, the County, City of Ann Arbor, or the

Authority contesting the validity or binding effect of this Agreement or the validity of the Plan or which could result in an adverse decision which would have one or more of the following effects:

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

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

c. Any other material adverse effect on the Developer's or the Authority's ability to comply with the obligations and terms of this Agreement, or the Brownfield or Act 381 Work Plan.

~~30.~~31. Annual Reporting – The Developer shall report annually, by April 1, the following information to the Authority for the previous calendar year, as applicable:

a. Number of residential units constructed or rehabilitated;

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

c. Number of new jobs created;

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

e. Any additional information deemed necessary by the Authority.

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

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

BY:____________________________________

Sam Baushke~~Trevor Woollatt~~, Chairperson~~man~~

Date:__________________________________

Attested to:

By:____________________________________

Lawrence Kestenbaum, County Clerk/Register

Date:__________________________________

Approved As to Form:

By:____________________________________

Michelle Billard, Corporation Counsel

DEVELOPER

THE VILLAGE OF ANN ARBOR APARTMENTS SOUTH, LLC

BY:_____________________________________

PRINT NAME:____________________________

ITS:______________________________________

Date:____________________________________

Exhibits

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

EXHIBIT A - Definitions

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

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

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

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

e. "Department S~~s~~pecific A~~a~~ctivities" are defined by Section 2 (l) of Act 381

~~e.~~

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

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

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

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

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

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

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

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

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

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

EXHIBIT B – Legal Descriptions

LAND SITUATED IN THE CITY OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN DESCRIBED AS:

2670 Pontiac Trail (I -09-16-201-016)

COM AT N 1/4 COR SEC 16, TH S 00-42-44 W 1734.85 FT, TH S 87-56-54 W 535.00 FT TO POB, TH S 00-42-45 W 306.06 FT, TH S 87-57-09 W 275.85 FT TO C/L PONTIAC TRAIL, TH ALNG C/L N 04-46-55 E 307.87 FT, TH N 87-56-54 E 253.98 FT TO POB. PT OF NW 1/4 SEC 16, T2S-R6E. 1.86 AC

2672 Pontiac Trail (I -09-16-201-015)

COM AT N 1/4 COR SEC 16, TH S 00-42-44 W 1734.85 FT, TH S 87-56-54 W 356.00 FT TO POB, TH S 00-42-45 W 306.07 FT, TH S 87-57-09 W 179.00 FT, TH N 00-42-45 E 306.06 FT, TH N 87-56-54 E 179.00 FT TO POB. PT OF NW 1/4 SEC 16, T2S-R6E. 1.26 AC. 1996 TRF

EXHIBIT C – Brownfield Plan

EXHIBIT D – Approved Act 381 Work Plan(s)

EXHIBIT E – Eligible Costs Reimbursement Procedures

Reimbursement of Eligible Costs Certification

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

   i. A written statement detailing the costs.

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

   iii. Copies of invoices from the consultants, contractors, subcontractors, engineers, attorneys or others who provided such services. To verify quantities for unit price billings such invoices shall include sufficient backup information, including but not limited to, labor hours per person per billing period for professional services, detailed invoices from subcontractors and subconsultants, manifests and/or weigh tickets for disposed materials, and days used and rates for equipment and materials charges. All Eligible Costs for which certification is being sought must have occurred within ~~48~~ 36 months prior to the date submitted, with the exception of site assessments, BEA, and Due Care Planning Activities.

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

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

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

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY REIMBURSEMENT AGREEMENT

This Agreement (the "Agreement") dated September 11, 2023 is entered between the WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (the "Authority"), an authority established pursuant to Act 381 of 1996, as amended ("Act 381"), whose address is 220 N. Main Street, P.O. Box 8645, Ann Arbor, Michigan 48107-8645, and [DEVELOPER NAME], a Michigan Limited Liability Company, whose address is [DEVELOPER ADDRESS] (the "Developer").

RECITALS

A. Pursuant to Act 381, the Authority has prepared a Brownfield Plan for the Eligible Property described below that was duly approved by the Washtenaw County Board of Commissioners with concurrence from [COMMUNITY]:

    a. Encompassing multiple parcels on [LOCATION ROAD], totaling approximately [NUMBER] acres of land.

    b. Located in the [COMMUNITY], Washtenaw County, Michigan

    c. Tax Identification Numbers [TIN NUMBERS] (the "Eligible Property"),

    d. Legal Description[s] provided in Exhibit B

B. The Developer plans to redevelop the Eligible Property (the "Development") as follows:

    a. [DEVELOPMENT DESCRIPTION].

    b. Construct the development incorporating the following sustainability improvements: [SUSTAINABILITY COMMITMENTS] (the "Sustainability Commitments").

    c. Construct the Development incorporating the following affordable housing commitments: [AFFORDABLE HOUSING IMPROVEMENTS]

    d. This will occur through the Developer and other affiliate or co-development entities (collectively, the "Project Developers") incurring eligible costs.

    e. The Improvements are expected to increase the tax base within the County, and otherwise enhance the economic vitality and quality of life within Washtenaw County.

C. The Developer will conduct Eligible Activities and incur eligible costs pursuant to the approved Brownfield Plan and Act 381 Work Plan, if required, and according to the terms of this Agreement. Submission for reimbursement of Eligible Activities incurred by the Project Developers shall be made by Developer with all reimbursement payments made payable to

Developer, unless such payment has been assigned to another payee in accordance with this Agreement.

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

E. [Optional Clause] Act 381 permits the use of Tax Increment Revenue (TIR) to support the payment of interest on unreimbursed Eligible Costs, and Interest is included as an Eligible Activity in the approved Brownfield Plan.

F. The Authority has incurred and will incur administrative costs for its operations, and reimbursable costs for the preparation and implementation of the Brownfield Plan and Act 381 Work Plan, for which it seeks reimbursement from TIR.

G. The Authority intends to fund the Local Brownfield Revolving Fund (LBRF) during and after the term of this Agreement, as appropriate.

H. In accordance with Act 381, the approved Brownfield Plan, Act 381 Work Plan (See Exhibit D), and this Agreement, the parties desire to use TIR generated from an increase in the taxable value of the Eligible Property resulting from its Improvements to reimburse the Developer for actual expenses incurred for approved Eligible Activities [Optional: including site preparation activities representing a financial offset for the Sustainability Commitments incurred by the Project Developers], the Authority for its administrative and reimbursable costs, and to fund the LBRF.

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

TERMS AND CONDITIONS

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

1. <u>Definitions</u> – Unless otherwise defined herein, all terms included in this Agreement are defined through Exhibit A "Definitions." If there is any conflict between the definitions provided herein and Act 381, the definitions in Act 381 shall control.

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

3. <u>Term of Agreement</u> – In accordance with the Brownfield Plan, the Authority shall capture the TIR generated by the Improvements on the Eligible Property to reimburse Developer's Eligible Costs

until the earliest of the following events, which shall terminate this Agreement: (i) the date that all the Eligible Costs are fully reimbursed under this Agreement; or (ii) at the end of the 18th tax capture year after the date the Authority begins to capture TIR under the Brownfield Plan where capture is anticipated to begin in 2025 (or as may subsequently be extended by a Brownfield Plan amendment and amendment to this Agreement); or (iii) the maximum number of years as established pursuant to a tax appeal, pursuant to Section 4, below; or iv) expiration of the reimbursement period as defined in Act 381.

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

5. Developer Reimbursable Eligible Costs – The total of costs eligible for reimbursement, the Total Eligible Costs, and the estimated costs for each type of eligible activity, shall be as described in the "Table 1, Eligible Activities Table" of the Brownfield Plan, and further defined by the approved Act 381 Work Plan. The Total "Developer Reimbursable Eligible Costs" shall be the maximum amount of reimbursement authorized under this Agreement. The actual cost for one or more types of activity may differ from that described in the Brownfield Plan, as long as the total Developer Reimbursable Eligible Costs and costs for department specific activities and MSF eligible activities are each not exceeded.

6. [OPTIONAL CLAUSE] Sustainability Commitments Completion – The Developer agrees to complete the Sustainability Commitments to advance the specific community goals of the City of Ann Arbor, with the condition that an equal offset of Site Preparation Eligible Activities be included in the Brownfield Plan. In acknowledgment that these improvements were not required as part of the City's development review standards, yet are important in advancing the City's climate goals, a corresponding offset for these costs of $2,930,071 in Site Preparation Eligible Activities, are included in the approved Brownfield Plan. The Developer hereby agrees that it will provide and complete the Sustainability Commitments prior to seeking Reimbursement of approved Site Preparation Eligible Activities by the Authority.

   The Sustainability Commitments include [SUSTAINABILITY COMMITMENTS DESCRIPTIONS]

7. Reimbursement Source – During the term of this Agreement, the Authority shall capture, as provided in the Brownfield Plan and allowed by Act 381, those TIR from captured Local Taxes and Taxes Levied for School Operating Purposes on the Property and any new taxable personal property. The Authority will use those TIR to reimburse Developer Reimbursable Eligible Costs (including interest where applicable) in accordance with the Brownfield Plan, approved Act 381 Work Plan(s) and this Agreement.

   Captured taxes levied by local taxing jurisdictions shall [(i) not be used as the sole source of TIR for reimbursement of any Developer Reimbursable Eligible Costs OR (ii) be used as the sole source of reimbursement for the following Developer Reimbursable Eligible Costs:].

Developer Reimbursable Eligible Costs that do not require approval of an Act 381 Work Plan for reimbursement with school operating taxes will be reimbursed with TIR from captured Local Taxes and Taxes Levied for School Operating Purposes.

For Developer Reimbursable Eligible Costs not designated for reimbursement solely with captured taxes levied by local taxing jurisdictions, if EGLE or MSF declines to approve certain Eligible Activities for reimbursement with Taxes Levied for School Operating, Purposes, the other taxing entities will contribute only that proportionate share of capture of the incremental Local Taxes and reimbursement that would be contributed if EGLE or MSF had approved capture of state school taxes for those Eligible Activities.

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

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

    b. Captured taxes levied by local taxing jurisdictions and levied for School Operating Purposes in an amount of 10% of total annual captured TIR during reimbursement of Developer Reimbursable Eligible Costs, and as needed in the final two years of the Developer Reimbursement Period to fully fund the LBRF at the level as described in the Brownfield Plan;

    c. Captured taxes levied by local taxing jurisdictions and Taxes Levied for School Operating Purposes in an amount equal to the cost of Brownfield Plan and Act 381 Work Plan preparation, review, approval, and implementation having been incurred at the time of each Developer annual reimbursement until such costs are fully reimbursed.

    d. The balance of captured taxes levied by local taxing jurisdictions and Taxes Levied for School Operating Purposes will be allocated for the reimbursement of Developer Reimbursable Eligible Costs incurred by the Project Developers.

    e. If this Agreement terminates before the reimbursement of all Eligible Costs, the last payment by the Authority shall be whatever TIR remains, if any, from the summer and winter taxes distributed during the final two years of the Agreement, after full reimbursement for the State Brownfield Fund, Authority Administrative Expenses, and the LBRF.

9. Eligible Costs Reimbursement – For those Eligible Costs incurred by the Developer (the "Incurred Eligible Costs") and for which the Developer seeks reimbursement from the Authority, the Developer shall submit documentation of the Incurred Eligible Costs to the Authority according to the instructions and guidelines provided in Exhibit E. The parties agree that Developer shall only seek reimbursement for its actual costs incurred to perform the Eligible Activities. The Incurred

Eligible Costs being submitted for reimbursement shall not have been incurred more than 18 months prior to the submittal date, with the exception of costs for site assessments, BEA, and Due Care Planning Activities, which if incurred prior to approval of the Brownfield Plan shall be submitted for reimbursement when Developer first seeks reimbursement of Incurred Eligible Costs.

10. [Optional Clause] Interest – Interest is included as an Eligible Cost in the approved Brownfield Plan, and will be calculated annually on December 31st at a rate of [X]% of the total unreimbursed approved Eligible Activities, and added to the total approved Eligible Costs to be reimbursed, up to a maximum total interest reimbursement of $[######].

11. Payments – Payments to Developer shall be made as follows:

    a. Within 90 days of its receipt of the documentation of Incurred Eligible Costs described in paragraph 9 above, the Authority, in its sole discretion, shall either approve the Incurred Eligible Costs (the "Approved Incurred Costs") for payment or request additional information. If the Authority determines all or a portion of the requested payment is for Approved Incurred Costs, it shall process that the portion of the payment request as provided in subparagraph (b) below. If the Authority determines that insufficient information has been provided, disputes any portion of any payment request, or disputes the eligibility of any costs of any payment request, it shall notify Developer in writing of its determination and the reasons for its determination. Developer shall have 28 days to address the reasons given by the Authority and shall have an opportunity to meet with the Authority's representatives or, if the Authority Board consents, to formally meet with the Authority and be placed on a meeting agenda to discuss and resolve any remaining dispute. In doing so, Developer shall provide the Authority a written response to the Authority's decision and the reasons given by the Authority. If the parties do not resolve the dispute in such a manner, it shall be resolved as provided in Paragraph 12 below.

    b. Once the Authority determines that Incurred Eligible Costs are Approved Incurred Costs, it shall pay to Developer the amounts for which submissions have been made pursuant to paragraph 9 of this Agreement within 30 days after the Authority receives TIR from which the Approved Incurred Costs may be wholly or partially paid. The Authority shall only be obligated to reimburse Developer to the extent TIR is available to reimburse such costs.

    c. The repayment obligation under this Agreement shall expire at the termination of this Agreement.

    d. The Authority shall not make TIR reimbursements while Developer's Real Property Taxes are delinquent on the Property.

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

f. All reimbursements to Developer shall be made payable to [DEVELOPER NAME] at the address described in this Agreement.

12. Dispute As to Eligible Costs – If there is a dispute over whether a cost submitted by Developer is an Eligible Cost the dispute shall be resolved by an independent knowledgeable professional chosen by mutual agreement of the parties. If the parties are unable to agree upon a knowledgeable professional, then the County and Authority shall together choose an independent knowledgeable professional, and Developer shall also choose an independent knowledgeable professional to review the Authority’s decision. If the two knowledgeable professionals so selected agree that costs submitted are eligible, the Developer shall be reimbursed those costs in accordance with this Agreement. If the two professionals so selected cannot agree that costs submitted are eligible, the two selected professionals shall appoint a third knowledgeable professional who shall make a final determination and Developer shall then be reimbursed those costs in accordance with this Agreement to the extent determined by the third knowledgeable professional. All fees and costs incurred by any party with respect to this paragraph, shall be the sole responsibility of the Developer. Failure of the Developer to pay any obligation incurred with respect to this paragraph shall constitute a default of this Agreement pursuant to paragraph 13.

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

14. Local Brownfield Revolving Fund – In accordance with Act 381 and the Brownfield Plan, the Authority will use, at its sole discretion, all or a portion of captured TIR allocated pursuant to Paragraph 8 of this Agreement to fund the LBRF during the term of this Agreement.

15. Authority Monitoring -- The Authority may monitor the Project for the purpose of verifying that the activities, invoices and accounting of the Developer are accurate, reasonable and constitute Eligible Activities under this Agreement. The Developer shall provide any authorized representative of the Authority access to or copies of permits, data, reports, testing, or sampling results, invoices or other such documents reasonably necessary for monitoring. The Authority, EGLE or MSF shall also be given access to the Eligible Property upon reasonable request in order to review any Eligible Activities or perform any other obligations under this Agreement. Except in the case of an

emergency or exigent circumstance, the Authority shall give the Developer at least 48 hours' notice of requests under this paragraph. Except for the right to monitor the Developer's compliance with this Agreement, nothing in this Agreement shall be interpreted to give the Authority any right to exercise control over the performance of Eligible Activities or other actions by the Developer.

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

17. Insurance – The Developer shall purchase and maintain insurance coverages as indicated at limits not less than those set forth below. The Developer shall also require each and every contractor(s) and/or subcontractor(s) engaged by the Developer to perform services pursuant to this Agreement that are required for the completion of Eligible Activities to purchase and maintain insurance coverages at the limits set forth below. Developer and its contractor(s) and/or subcontractor(s), as applicable, shall name Washtenaw County and Washtenaw County Brownfield Redevelopment Authority as an additional insureds under all coverages listed below, except Worker's Compensation. The Developer shall maintain other insurance as it deems appropriate for its own protection.

    a. Worker's Disability Compensation and Occupational Disease Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.

    b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $1,000,000 per occurrence and $2,000,000 aggregate combined single limit. Coverage shall include the following:

        i. Contractual Liability

        ii. Products and Completed Operations

        iii. Independent Contractors Coverage

        iv. Broad Form General Liability Endorsement or Equivalent

c. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than $1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

d. Environmental Impairment Liability Insurance shall be provided by Developer and its contractor(s) and/or subcontractor(s) engaged in site work that results in excavation, removal, relocation, or other disturbance of surface or subsurface soil or groundwater, covering any sudden and non-sudden pollution or environmental impairment, including clean-up costs and defense, with limits of liability of not less than $1,000,000 per occurrence.

e. All insurance coverages described above shall remain in effect at all times until completion of all eligible activities. The Developer shall deliver copies of certificates of insurance for each of the policies mentioned above to the Authority. If so requested, certified copies of all policies will be provided. It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change in any coverage shall be sent to the Authority.

18. Indemnification – The Developer shall indemnify, defend, and hold harmless, the Authority, Washtenaw County, and their officers, board members, commissioners, employees and agents from all claims, damages, lawsuits, costs and expenses, including reasonable attorney fees, incurred as a result of any acts, omissions, negligence, or gross negligence of the Developer or its employees, agents, consultants, contractors or subcontractors related to the Project or its performance under this Agreement. This indemnification includes any damages, costs, and expenses in excess of those covered by any insurance of the Developer. The Developer shall indemnify the Authority, Washtenaw County, and any of the listed entities officers, board members, commissioners, employees and agents from all reasonable costs and expenses, including reasonable attorney fees, incurred in the enforcement of any obligation or claim against the Developer under this Agreement. These indemnification provisions will survive the termination of this Agreement. By entering this Agreement, neither party waives any immunities provided under state or federal law.

19. Freedom of Information Act – Developer understands that all communications, information, and/or documentation submitted by Developer may be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being Sections 15.23 to 15.24 of the Michigan Compiled Laws and no claim of trade secrets or any other privilege or exception to the Freedom of Information Act will be claimed by Petitioners as it relates to this Agreement, Petitions for Reimbursement and supporting documentation.

20. Notices – All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Either party may change the address by written notice sent by registered or certified mail to the other party.

21. Assignment – The interest of any party under this Agreement shall not be assignable without the other parties' written consent, which shall not be unreasonable withheld, except for an assignment

by the Developer for the purposes of securing financing for the Project, which shall require notice but not the prior consent of the other parties.

22. Entire Agreement – This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them.

23. Non-Waiver – No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

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

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

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

27. Counterparts – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

28. No Third-Party Beneficiaries – This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Consultant, Contractors, Subcontractors, or any third parties. Except for a collateral assignment for financing purposes from Developer to a lender, this Agreement shall not be construed to create any third-party beneficiary contract or claim, and the parties intend there to be no third-party beneficiaries.

29. Binding Effect – The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, legal representatives, successors, and assigns.

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

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

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

    c. Any other material adverse effect on the Developer's or the Authority's ability to comply with the obligations and terms of this Agreement, or the Brownfield or Act 381 Work Plan.

31. Annual Reporting – The Developer shall report annually, by April 1, the following information to the Authority for the previous calendar year, as applicable:

   a. Number of residential units constructed or rehabilitated;

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

   c. Number of new jobs created;

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

   e. Any additional information deemed necessary by the Authority.

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

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

BY:_______________________________________

Sam Baushke, Chairperson

Date:____________________________________

Attested to:

By:_______________________________________

Lawrence Kestenbaum, County Clerk/Register

Date:____________________________________

Approved As to Form:

By:_______________________________________

Michelle Billard, Corporation Counsel

DEVELOPER

THE VILLAGE OF ANN ARBOR APARTMENTS SOUTH, LLC

BY:_______________________________________

PRINT NAME:_____________________________

ITS:_____________________________________

Date:___________________________________

Exhibits

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

EXHIBIT A - Definitions

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

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

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

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

e. "Department Specific Activities" are defined by Section 2 (l) of Act 381

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

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

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

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

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

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

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

m. "Tax Increment Revenues" (TIR) are defined by Section 2(tt) of Act 381;

n. "Taxes Levied for School Operating Purposes" is defined by Section 2(ggg) of Act 381;

o. "Work Plan" is defined by Section 2(aaa) of Act 381.

EXHIBIT B – Legal Descriptions

LAND SITUATED IN THE CITY OF ANN ARBOR, WASHTENAW COUNTY, MICHIGAN DESCRIBED AS:

2670 Pontiac Trail (I -09-16-201-016)

COM AT N 1/4 COR SEC 16, TH S 00-42-44 W 1734.85 FT, TH S 87-56-54 W 535.00 FT TO POB, TH S 00-42-45 W 306.06 FT, TH S 87-57-09 W 275.85 FT TO C/L PONTIAC TRAIL, TH ALNG C/L N 04-46-55 E 307.87 FT, TH N 87-56-54 E 253.98 FT TO POB. PT OF NW 1/4 SEC 16, T2S-R6E. 1.86 AC

EXHIBIT C – Brownfield Plan

EXHIBIT D – Approved Act 381 Work Plan(s)

EXHIBIT E – Eligible Costs Reimbursement Procedures

Reimbursement of Eligible Costs Certification

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

    i. A written statement detailing the costs.

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

    iii. Copies of invoices from the consultants, contractors, subcontractors, engineers, attorneys or others who provided such services. To verify quantities for unit price billings such invoices shall include sufficient backup information, including but not limited to, labor hours per person per billing period for professional services, detailed invoices from subcontractors and subconsultants, manifests and/or weigh tickets for disposed materials, and days used and rates for equipment and materials charges. All Eligible Costs for which certification is being sought must have occurred within 36 months prior to the date submitted, with the exception of site assessments, BEA, and Due Care Planning Activities.

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

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

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

Washtenaw County Brownfield Authority
Summary Table of Interest Calculations Through 12-31-2024

Project	Date Approved	Date BF Expenses Approved	*Max Interest Allowed?*	Total BF Expenses	*Unreimbursed Balance as of*	*Interest Generated*	*Unreimbursed Balance as of*	*Interest Generated*	*Unreimbursed Balance as of*	*Interest Generated*	*Unreimbursed Balance as of*	*Interest Generated*	*Unreimbursed Balance as of*	*Interest Generated*	*Unreimbursed Balance as of*	*Interest Generated*	*Unreimbursed Balance as of*	*Interest Generated*	*Unreimbursed Balance as of*	*Interest Generated*	*Unreimbursed Balance as of*	*Interest Generated*	*Unreimbursed Balance as of*	*Interest Generated*	*Unreimbursed Balance*	*Interest Generated*	
Maple Shoppes (3%)	2009	2010	$ *41,282.00*	$ 1,010,042.00	12/31/2010 $ 961,819.55	$ 28,854.59	12/31/2011 $ 932,704.28	$ 27,981.13																			
Zingerman's (5%)	2011	10/3/2013	$ *229,072.15*	$ 600,218.85	12/31/2013 $ 599,399.66	$ 29,969.98	12/31/2014 $ 571,803.01	$ 28,590.15	12/31/2015 $ 544,084.52	$ 27,204.23	12/31/2016 $ 516,382.35	$ 25,819.12	12/31/2017 $ 456,826.11	$ 22,841.31	12/31/2018 $ 430,495.65	$ 21,524.78	12/31/2019 $ 404,518.95	$ 20,225.95	12/31/2020 $ 377,643.30	$ 18,882.17	12/31/2021 $ 342,289.44	$ 17,114.47	12/31/2022 $ 325,904.26	$ 16,295.21	12/31/2023 $ 242,026.00	605.78	**Max Int Re**
618 S. Main (4%)	2012	2016 and 2018	$ *642,903.00*	$ 2,585,266.00	12/31/2016 $ 2,530,096.75	$ 101,203.87	12/31/2017 $ 2,133,639.17	$ 85,345.57	12/31/2018 $ 2,040,419.17	$ 81,616.77	12/31/2019 $ 1,820,204.54	$ 72,808.18	12/31/2020 $ 1,581,980.79	$ 63,279.23	12/31/2021 $ 1,327,040.01	$ 53,081.60	12/31/2022 $ 1,029,501.95	$ 41,180.08	12/31/2023 $ 257,138.89	$ 10,285.56	$ 508,800.85	**Max Int Reached and fully Reimbursed**					
544 Detroit (5%)	2013	2017	$ *70,648.00*	$ 383,368.00	12/31/2017 $ 318,392.62	$ 15,919.63	12/31/2018 $ 296,491.36	$ 14,824.57	12/31/2019 $ 274,243.64	$ 13,712.18	12/31/2020 $ 249,989.11	12/31/2020 $ 12,499.46	12/31/2021 $ 217,557.08	$ 10,877.85	12/31/2022 $ 186,097.71	$ 9,304.89	Limited to: $70,648										
(No interest during delinquency of taxes)																											
Packard Square (5%)	2011	9/6/18 and 1/10/	$ *717,236.00*	$ 3,431,092.00	12/31/2018 $ -	$ -	12/31/2019 $ 1,066,623.63	$ 53,331.18																			
Arbor Hills (5%)	2011	Nov-13	$ *1,015,444.00*	$ 4,384,556.00	12/31/2013 $ 4,384,556.00	See Below	12/31/2014	See Below	12/31/2015	See Below	12/31/2016	See Below	12/31/2017	See Below	12/31/2018	See Below	Grand Total Interest										
			(Per 381 WP, (but no more than 5.4M)																								
(school taxes may not be used to reimburse interest on non-environmental Eligible Activities of $2,578,553)			Approved MDEQ-State/Local	$ 1,449,510.69	$ 1,449,510.69	$ 72,475.53	$ 1,449,510.69	$ 72,475.53	$ 1,449,510.69	$ 72,475.53	$ 1,449,510.69	$ 72,475.53	$ 1,449,510.69	$ 72,475.53	$ 1,449,510.69	$ 41,373.17	$ 403,750.84	State/Local									
			Approved MEDC - LOCAL ONLY	$ 2,578,553.00	$ 2,578,553.00	$ 128,927.65	$ 2,572,611.36	$ 128,630.57	$ 2,116,542.07	$ 105,827.10	$ 1,601,370.87	$ 80,068.54	$ 1,019,335.90	$ 50,966.80	$ 544,132.25	$ 15,531.09	$ 509,951.75	Local Only									
			Approved Local Only	$ 365,263.00	$ 365,263.00	$ 18,263.15	$ 365,263.00	$ 18,263.15	$ 365,263.00	$ 18,263.15	$ 365,263.00	$ 18,263.15	$ 365,263.00	$ 18,263.15	$ 365,263.00	$ 10,425.65	$ 101,741.40	Local Only									
			TOTAL Int. Generated			$ 219,666.33		$ 219,369.25		$ 196,565.79		$ 170,807.23		$ 141,705.48		$ 67,329.90	$ *1,015,443.98*	*(Exceeds max, stops here)*									
Michigan Inn (6%)		2/7/2013	$ *36,964.00*	$ 377,839.13	12/31/2010 $ 377,839.13	$ 22,670.35	12/31/2011 $ 377,839.13	$ 22,670.35	12/31/2012 $ 377,839.13	$ 22,670.35	~~$ 68,011.04~~																
(Interest will be reimbursed for only three years after the date the demolition is complete")										LIMITED TO:	$ 36,964.00																
Demo complete 2009											GRAND TOTAL																
Grandview Commons (5%)	2017	12/5/19 and 1/10/20	$ *469,812.00*	$ 1,552,678.00	12/31/2019 $ 1,399,065.10	$ 69,953.26	12/31/2020 $ 1,452,069.79	$ 72,603.49	12/31/2021 $ 1,422,973.93	$ 71,148.70	12/31/2022 $ 869,707.67	$ 43,485.38	12/31/2023 $ 1,047,072.68	$ 52,353.63	12/31/2024 $1,181,533.00	$ 59,076.65											

Max Interest Reached
Current Interest to be Approved

WCBRA Financial Report - January 2025

Project	Maple Shoppes	Zingerman's	Arbor Hills (Developer Reimbursement Complete)	618 S. Main (Developer Reimbursement Complete)	544 Detroit	Water Street	Kingsley Condos - 221 Felch	Grand View Commons-Dexter
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
Brownfield Plan - Maximum Developer Reimbursement	$ 1,010,042.00	$ 817,265.00	$ 5,400,000.00	$ 3,708,031.00	$ 414,668.00		$ 4,000,000.00	$ 2,799,046.00
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	$ 2,044,368.00
Approved Eligible Activity Expense Reimbursed to Date	$ 967,760.22	$ 435,866.36	$ 4,384,556.00	$ 2,726,826.00	$ 286,550.58		$ 4,000,000.00	$ 1,090,810.38
Remaining Approved Eligible Activity Expenses	$ 42,281.78	$ 164,352.49	$ -	$ -	$ 96,817.42	$ -	$ -	$ 953,557.62
Approved Interest to be Reimbursed	$ 41,282.00	$ 229,072.15	$ 1,015,444.00	$ 508,800.85	$ 70,648.00			$ 309,544.46
Interest Reimbursed to Date			$ 1,015,444.00	$ 508,800.85				
Remaining Interest to be Reimbursed	$ 41,282.00	$ 229,072.15	$ -	$ -	$ 70,648.00			$ 309,544.46
Project Financial Activity								
12/31/24 Fund Balance	$ -	$ 5,000.00	$ -	$ -		$ 250,348.83	$ 78,743.34	$ 0.51
TOTAL 2024 REVENUES								
Application Fee	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Interest Revenue*								
TIF Revenue/Capture	$ 19,601.38	$ 22,138.35	$ 45,532.95	$ 221,876.16	$ 11,247.61			
Total Revenues	$ 19,601.38	$ 22,138.35	$ 45,532.95	$ 221,876.16	$ 11,247.61	$ -	$ -	$ -
2025 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	$ 19,601.38	$ 27,138.35	$ 45,532.95	$ 221,876.16	$ 11,247.61	$ 250,348.83	$ 78,743.34	$ 0.51

Project	1140 Broadway-A2	Thompson Block	309 N. Ashley	Broadway Park-Roxbury	Maple Oaks-Saline	Dorsey Estates	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**	$ 13,159,069.00	$ 1,651,241.00	$ 2,739,022.00	$ 18,689,046.00	$ 781,957.00			$ 4,192,837.00	$ 3,455,087.00		
Brownfield Plan - Maximum Developer Reimbursement	$ 10,898,443.00	$ 1,332,613.00	$ 2,039,022.00	$ 17,336,999.00	$ 550,000.00			$ 3,298,995.00	$ 2,735,438.00		
Actual Approved Eligible Activity Expenses	$ 10,397,721.10	$ 975,696.00	$ 1,876,130.05	$ -	$ 176,469.06						
Approved Eligible Activity Expense Reimbursed to Date	$ 7,874,648.77	$ 50,084.31	$ 1,032,466.45	$ -	$ 102,397.50						
Remaining Approved Eligible Activity Expenses	$ 2,523,072.33	$ 925,611.69	$ 843,663.60	$ -	$ 74,071.56	$ -	$ -	$ -	$ -	$ -	$ -
Approved Interest to be Reimbursed											
Interest Reimbursed to Date											
Remaining Interest to be Reimbursed											
Project Financial Activity											
12/31/24 Fund Balance		$ (2,026.00)	$ -	$ 19,489.88	$ 58,995.28	$ 20,041.51	$ 543.49		$ 360,392.25		
TOTAL 2024 REVENUES											
Application Fee	$ -	$ -	$ -	$ -							
Interest Revenue*											
TIF Revenue/Capture	$ 657,493.40		$ 89,645.77	$ 3,348.16					$ 58,695.84	$ 884.77	
Total Revenues	$ 657,493.40	$ -	$ 89,645.77	$ 3,348.16	$ -	$ -	$ -	$ -	$ 58,695.84	$ 884.77	$ -
2025 EXPENDITURES											
Certified Expense Reimbursement				$ -					$ 389,753.09		
Administrative Fee Transfer	$ -	$ -		$ -	$ -				$ 29,335.00		
LBRF Revenue or Deposit		$ -	$ -								
State of MI Brownfield Fund (Approved after 2014)											
Total Expenditures	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 419,088.09	$ -	$ -
Misc Refund											
Current Brownfield Account Balance	$ 657,493.40	$ (2,026.00)	$ 89,645.77	$ 22,838.04	$ 58,995.28	$ 20,041.51	$ 543.49	$ -	$ -	$ 884.77	$ -
									To City of A2 Aff Hsng		

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

Total of all 2024 CY TIF Reimburse Transfers	$ 5,183,898.42				
Total 2024 CY LBRF Capture	$ 875,979.86			$ 51,658,903.00	Dev Elig Activities for a2 projects
Total 2023 CY LBRF CAPTURE	$ 211,548.00			$ 10,119,689.00	
Total of all CY 2024 Admin Transfers (from 23 tax year)	$ 247,490.00	16 Active Projects		$ 3,509,510.00	
Total of all CY 2023 Admin Transfers (From 2022 Tax Year)	$ 192,500.00	16 Active Projects		$ 4,204,433.00	
Total of all CY 2022 Admin Transfers	$ 192,500.00	16 Active Projects		**$ 69,492,535.00**	
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 11-1-24	**$ 180,350**		
Total of all CY 2014 Admin Transfers	$ 87,198.19	LBRF Interest earned since 2017 as of 11-1-24 (inc. in bal. below)	**$ 234,268**		
2024 LBRF Capture Running Current Yr Total	$ -	LBRF Balance as of 11-1-24	**$ 2,311,356**		

TRANSACTION APPROVALS REQUESTED

PROJECT

	Current Capture	Total 2024 Capture	Proposed Admin	Proposed LBRF	Developer Reimbursement	
Water Street-Family Dollar 2024 Capture Ypsilanti	$ 39,459.08					
Thompson Block 2024 Capture Ypsilanti	$ 17,808.46				$ -	
Dorsey Estates 2024 Capture Ypsilanti	$ 18,530.22					
Grandview Commons WINTER 2024 Capture Dexter	$ 167,316.56	$ 426,431.34			$ -	
Rockwell Building 2024 Capture Chelsea	$ 402.03	$ 402.03				
300 N. Zeeb 2024 Capture Scio Township	$ 4,618.20	*Tentative*				
TOTAL	**$ 248,134.55**		**TOTALS**	**$ -**	**$ -**	**$ -**

Grandview Commons 2024 Interest
$59,076.65