Washtenaw County Brownfield Redevelopment Authority

IN-PERSON MEETING AGENDA

Thursday, April 10th 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. March 13th, 2025 Meeting
5. **Board Member Conflict of Interest Disclosure**
6. **Business**
    1. 303 N. Fifth/312-314 Detroit Street Act 381 Work Plan Amendment – Action
    2. 206-210 N. Washington, Avalon, LBRF Grant Agreement Amendment – Action
    3. MSPA LBRF Grant Supplemental Application, Stormwater Due Care Costs – Action
    4. Downriver Community Conference 2023 and 2024 Membership Dues – Action
    5. Program Policies and Procedures Revisions – Discussion/Action
    6. Brownfield Program Consulting Support, May/June 2025 - Discussion
    7. March 2025 Financial Report and Admin/LBRF Transactions – Action
7. **Other Business**
8. **Public Comment***
9. **Adjournment**

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

For more information on this agenda please contact Nathan Voght, Washtenaw County Office of Community and Economic Development at (734) 660-1061 or voghtn@washtenaw.org.

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

DRAFT MEETING MINUTES
Thursday, March 13, 2025, 9:00 a.m.

Board Present: Allison Krueger, Christy Maier – Secretary/Treasurer, Jenn Cornell Sam Baushke – Chair, James Harless, Katie Jones – Vice-Chair, Trevor Woollatt

Board Absent: Katie Scott

Staff: Nathan Voght – OCED

Joining the Meeting: Bret Stuntz – SME, Mark Smith – MI-HQ, Wendy Carty-Saxon – Avalon Housing, Maura Thompson – ECT, all on Zoom.

Handouts: Survey of Other Brownfield Authority's Fee Schedules

1. Call to Order

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 J. Harless).

4. Approval of February 27th, 2025 Meeting Minutes

J. Harless moved to approve the minutes, with an addition to the last paragraph of Business Item #4 (2nd K. Jones) and the motion passed unanimously.

5. Board Member Conflict of Interest Disclosure

None.

6. Business

1. <u>300 N. Zeeb Act 381 Work Plan – Action</u>

   Staff updated the Board on the project and the status. With the $1M EGLE grant, all Environmental Activities are removed from the Work Plan, and only Non-Environmental Activities remain. Staff asked Mr. Stuntz, on Zoom, what other Activities may be eliminated from the original Brownfield Plan by adding them to the EGLE grant.

   Bret Stuntz, with SME, the Environmental Consultant for the project, discussed the need for Vapor Mitigation, and indicated the possibility to add demolition to the EGLE grant, which would reduce Non-Environmental costs as well.

   S. Baushke recused himself from the Table, indicating a potential Conflict of Interest with this project. Vice-Chair K. Jones took over Chairing the meeting.

The 15,000 for Brownfield and Work Plan Preparation will be removed from the Eligible Activity Table, as these are Pre-Approved costs and are automatically capturable. They will be described in the narrative.

J. Cornell joined the meeting at 9:18 a.m.

J. Harless moved to allow staff to coordinate final revisions to the 300 N. Zeeb Work Plan and submit to the State (2nd C. Maier), and the motion passed unanimously, with S. Baushke abstaining from the vote.

2. <u>121 Catherine LBRF Eligible Activities Approval – Action</u>

Staff updated the Authority on the project, and referred to the construction photo taken a few days ago in the staff report. This is the third request for reimbursement from the LBRF grant of almost $1M. 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 construction progress. The project will be done in early 2026.

A. Krueger moved to approve $292,626.25 in LBRF Eligible Activities, and reimburse the same, (2nd K. Jones), and the motion passed unanimously.

3. <u>Brownfield Reimbursement Agreement Template – Discussion</u>

Staff pulled the proposed template revisions suggested by J. Harless up on the screen. The Board went through the proposed revisions as Mr. Harless provided explanations.

S. Baushke had to leave the meeting at 9:56 a.m. K. Jones, Vice-Chair, took over leading the meeting.

The Board continued to discuss sections of the template, including insurance requirements, and whether environmental impairment requirements could be moved under the Indemnification section. Staff indicated this could be discussed with County Corp Counsel and Risk Management.

The Board agreed that J. Harless would make further edits to be reviewed by members S. Baushke and C. Maier, and presented to the Board at an upcoming meeting.

4. <u>Third Party Legal Fees Required for Brownfield Projects – Discussion</u>

Staff referred to the survey of other Brownfield Authorities' application fees in the handout provided at the meeting. This issue has arisen with a current project that will require County Corp Counsel to hire outside Counsel to assist with review, and how those additional fees should be paid. County Corp Counsel charges are aggregated County-wide, and charged to Departments according to a formula, or in our case, the Brownfield Program.

The Board discussed the need to bring on a third party attorney on retainer, so that any project requiring additional review could be referred quickly, if necessary. Staff will confer with County Corp Counsel about this.

Additional discussion took place about how to handle legal fees from Dykema for this project, based on the options staff provided in the meeting staff report. The Board initially concluded that an up-front escrow should be charged, and then legal fees drawn from the escrow. Upon further consideration, the Board agreed to include sufficient "Brownfield Plan Preparation" fees in the

Brownfield Plan to be reimbursed with the first Tax Increment Revenue in order to reimburse for these third-party fees, and directed Staff as such.

J. Harless moved to add Business Item #5 to the agenda, Brownfield Plan Application Fee Schedule (2nd J. Cornell), and the motion passed unanimously.

5. Brownfield Plan Application Fee Schedule – Action

Staff referred to the handout of other Authorities' fee schedules, including Grand Traverse County, Grand Rapids, Oakland County, Kalamazoo and Detroit. We have not raised fees since at least before 2012. With larger and more complicated projects, there will more instances where the Authority may need to incur engineering, legal, or environmental fees. Most other communities surveyed have required fees at a sufficient level to absorb those third party fees, however Detroit still charges separately.

The Board discussed appropriate fees, and arrived at a tiered schedule, similar to those surveyed, but matching Grand Traverse County, where fee ranges are different for straight Brownfield projects, and MSHDA Housing TIF projects, and Transformational Brownfield projects.

T. Woollatt moved to approve the following fee schedule:

Brownfield Plan Fee Schedule	
Application Fee*	$2,500
Processing Fee**	1% of Developer-Reimbursable Eligible Activities in Approved Brownfield Plan.
Minimum Processing Fee Per Project	$3,000
Maximum Processing Fee Per Project	$15,000

Housing Tax Increment Financing Brownfield Plan Fee Schedule	
Application Fee*	$5,000
Processing Fee**	1% of Developer-Reimbursable Eligible Activities in Approved Brownfield Plan.
Minimum Processing Fee Per Project	$3,000
Maximum Processing Fee Per Project	$30,000

Transformational Brownfield Plan Fee Schedule	
Application Fee*	$7,500
Processing Fee**	1% of Developer-Reimbursable Eligible Activities in Approved Brownfield Plan.
Minimum Processing Fee Per Project	$3,000
Maximum Processing Fee Per Project	$50,000

* A one-time, non-refundable Application Fee is due at the time of application.
** A one-time, non-refundable Processing Fee is due subsequent to the Washtenaw County Board of Commissioners' approval of the Brownfield Plan.

The motion was seconded by J. Harless, and the motion passed unanimously.

6. <u>February 2025 Financial Report, including 2024 Interest – Action</u>

Staff referred to the Financial Report, which does not include any transactions this month, but only approval of Interest for Grandview Commons from 2024.

J. Harless moved to approve $59,076.65 in 2024 Interest for Grandview Commons (2nd T. Woollatt), and the motion passed unanimously.

7. Other Business

None.

8. Public Comment:

There was no public comment.
.

9. Adjournment:

K. Jones moved to adjourn the meeting at 10:53 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, April 10th, 2025

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

TO: Washtenaw County Brownfield Authority
FROM: Nathan Voght, Washtenaw County Brownfield Coordinator
DATE: April 4th, 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.

<u>Business Items:</u>

1. **303 N. Fifth/312-314 Detroit Street Act 381 Work Plan Amendment – Action**

   Please refer to a proposed Work Plan Amendment for the above project in Ann Arbor's Kerrytown. The project consists of 14 condominiums 1,900 s.f. of retail/office, and underground parking. Here is a recent construction photo:

The original Brownfield Plan was approved in August 2022, and included $2,674,011 in Environmental Eligible Activities. A Brownfield Plan Amendment was approved in November 2023, which increased the Eligible Activities to $3,298,995, due to increased excavation and piling costs due to cobble found sub-surface.

The Environmental Act 381 Work Plan based on the original Brownfield Plan was approved by EGLE on February 1, 2023, but with only $1,745,360 in Eligible Activities. EGLE only approved $1,595,860 in Due Care and Response Activities, instead of the $2,439,511 in the approved Brownfield Plan. Both of these figures include 15% Contingency. It's staff's understanding that EGLE did not support the sheeting and shoring costs, as they concluded those were required by the development regardless of sub-surface response activities needed.

The project broke ground in early 2023, and the developer ran into "unanticipated environmental conditions" which required "unanticipated response activities" and incurred significant additional costs. The original developer cost estimate for sheeting/shoring was $441,326, and the increased actual cost was $2,341,839.

The developer and SME worked with EGLE staff over many months in 2024 to determine how much of the increased Unanticipated Response Activity Sheeting and Shoring costs would be accepted by EGLE. Of the **$2,341,839** in actual sheeting/shoring costs, EGLE will only approve **$1,852,583** (see the highlighted column in the Eligible Activity table of the proposed Work Plan titled "Original Approved Costs + Unanticipated Costs for EGLE Approval.")

As a result, the original EGLE approved Work Plan amount of $1,745,360 is increased to $2,940,505 (instead of $3,429,761 the developer was requesting). This is still less than the approved Brownfield Plan Amendment amount of $3,298,995, therefore Local Millages could be used, proportional to the State/Local split, to reimburse for costs that fall above $2,940,505, but below $3,298,995.

Staff is supportive of approving the Amended Work Plan for submittal to EGLE.

2. 206-210 N. Washington, Avalon, LBRF Grant Agreement Amendment – Action

Avalon is requesting that staff approve Eligible Activities under their $704,500 LBRF Grant for 206-210 N. Washington. Please refer to the attached LBRF Agreement template, with proposed language to that effect. It would be similar to how grant disbursements are being made with 121 Catherine Street and Dorsey Estates.

3. MSPA LBRF Grant Supplemental Application, Stormwater Due Care Costs – Action

Please see $392,400 price quote and design for proposed stormwater management system under the proposed City Park, being developed by the Main Street Park Alliance. A $156,300 cost estimate for a "traditional" stormwater system are here. The City is requiring MSPA to manage stormwater on the park site in a way that will not cause existing contaminated groundwater to rise up into stormwater storage and be discharged into the public storm system. This requires the system to be fully lined so that in the event of high ground water events, any contamination will not leach into the public storm.

MSPA is seeking additional LBRF grant support for the difference between the traditional stormwater system and enhanced design system required by the City. See the cost comparison from MSPA below, with a request of $301,689.90, which includes additional excavation costs.

Construction Design Services Quote Comparison

Viridis Design Group		1/15/2025		2/28/2025					Cost Differential
	Option 1		**Option 2**						
	Greenfield		Brownfield						
Detention System									
System Parts	$	81,900.00	$	179,000.00				$	97,100.00
Liner	$	-	$	20,000.00				$	20,000.00
Stone	$	28,900.00	$	83,729.00				$	54,829.00
Sand	$	11,300.00	$	5,630.00				$	(5,670.00)
Installation	$	34,200.00	$	104,041.00				$	69,841.00
								$	-
Total	**$**	**156,300.00**	**$**	**392,400.00**				**$**	**236,100.00**
Excavation	48" (4 ft)		72" (6 ft)		Difference	$/per*			
CY		720		2,300	1,580				
tons		1,111		3,220	2,109				
Excavate (tons)	$	20,664.60	$	59,892.00		$	18.60	$	39,227.40
Transport and Disposal (tons)	$	13,887.50	$	40,250.00		$	12.50	$	26,362.50
	$	**34,552.10**	**$**	**100,142.00**				**$**	**65,589.90**
Specifications									
Size	10,000 SF		10,000 SF						
	ADS N12 pipes		ADS N12 pipes						
Infiltration Coverage		30%	Impervious						
LBRF Request								**$**	**301,689.90**

Footnotes:
*estimates taken from HM Environmental Bid unit rates (Hydro-Logic RFP)

The City of Chelsea is not a Core Community, therefore LBRF Eligible Activities supported must be considered Environmental. Staff asked MSPA and SME to provide the above analysis and cost difference, as approach to determine a true Environmental-Eligible cost.

Staff updated the LBRF Fund Balance projections recently:

LBRF Account Cash Flow UPDATED 3-19-25

Date	Current Balance	Pay Outs	Project	Deposits	Project(s)
7/1/2023	$ 2,659,556				
9/15/2023	$ 2,644,556	$ 15,000	3045 Broad, Dexter		
9/15/2023	$ 2,804,556			$ 160,000	Kingsley Condos
10/1/2023	$ 2,784,556	$ 20,000	Gault Village, Ypsi Twp		
10/1/2023	$ 1,784,556	$ 1,000,000	220 N. Park Grant/Loan		
11/1/2023	$ 1,751,956	$ 32,600	415 W. Washington Phase II		
12/30/2023	$ 1,707,234	$ 44,722	121 Catherine Phase II		
10/1/2024	$ 747,828	$ 959,406	121 Catherine St A2HC		
10/1/2024	$ 1,527,356			$ 779,528	Kingsley (240K), 618 S. Main (93K), Arbor Hills (446K)
12/1/2024	$ 838,356	$ 689,000	Main St. Park Chelsea Grant		
4/1/2025	$ 1,216,356			$ 378,000	618 S. Main (222k), Zing (16K), Arbor Hills (45K), 1140 Broad (95K)
6/1/2025	$ 1,101,356	$ 115,000	Main St. Park Final Payment		
8/1/2025	$ 396,356	$ 705,000	206/210 N. Washington, Ypsi		
8/1/2025	$ 192,356	$ 204,000	Main St. Park Add'l Grant		
9/1/2025	$ 858,356			$ 462,000	618 S. Main (143K) and Arbor Hills (319K)
4/1/2026	$ 1,258,356			$ 400,000	1140 Broadway
9/1/2026	$ 258,356	$ 1,000,000	Avalon Hick Way III Payout		
9/1/2026	$ 1,658,356			$ 1,400,000	1140 Broadway final LBRF capture
9/1/2026	$ 1,858,356			$ 200,000	Various

The Authority has provided $65,000 in Assessment LBRF Grant funding in 2023, and an additional $1,008,000 in Response LBRF funding, including the additional $204,000 approved in February. This is a total of $1,073,000 awarded. Should the Authority be inclined to approve the additional amount, it should be noted that the additional amount would further exceed the $1M maximum LBRF Grant/Loan policy amount indicated in the Authority's LBRF policy, and it might also result in a period of negative account balance in 2026, depending on timing of grant payouts. Finally, the Authority may want to consider some reserve for future projects in the region.

4. Downriver Community Conference 2023 and 2024 Membership Dues – Action

Beginning in 2018, the DCC began charging $3,000 for Washtenaw County's membership and participation. In 2019 the DCC recalculated membership dues to $30,000 for Washtenaw County, based on population. We negotiated with the DCC and reduced this to $8,000, which we paid in 2020, 2021 and 2022.

We had not received invoices in 2023 and 2024, which was discovered by the DCC during an audit. Staff never received these invoices via mail or email.

The DCC has now sent the 2023 and 2023 invoices, with a slight increase to $8,400, for payment. Staff is still supportive of our participation with the DCC, as there has been valuable assessment funding that we've been able to leverage with our own funding. The Authority will need to authorize payment of both invoices for $16,800 total.

5. Program Policies and Procedures Revisions – Discussion/Action

Please see proposed revisions to the Authority's Program Policies and Procedures document. The changes reflect updated policies the Authority has had regarding LBRF capture, recent discussions about

Brownfield and Work Plan Implementation Fees, and updated application fees adopted on March 13th. Staff looks forward to discussing these proposed changes.

6. Brownfield Program Consulting Support, May/June 2025 – Discussion

Please see a Scope of Service and Fee proposal from Trevor Woollatt, with Fleis & Vandenbrink. Staff will be out of the country from May 15th through July 1st, with no option for remote work. When initially discussed with the Authority last fall, it was decided to cancel the June and July Board meetings, and any ongoing projects would see some delay. Initial conversations with the City of Ann Arbor about potential delays during staff's absence also indicated few concerns. However, there are several unique projects that will need attention during this time, and may also require convening a June Board meeting for consideration of Brownfield Plan(s). (Staff will be back for a potential July Authority meeting, if necessary).

Staff asked Board member Trevor Woollatt for a proposal to provide program administration, project management, and coordination services during this time. Mr. Woollatt has a long history with the Authority, and has an experienced staff person, Samantha Mariuz, who would provide the majority of support. This would be about a two-month service period, from May 1st to July 1st, and the intent would be to ensure that important projects experience minimal delay. The estimated cost will not exceed $15,000, based on an hourly rate.

There is not sufficient time for competitive bidding for this limited contract, and staff believes there would be little value in doing so. There is inherent advantage in Mr. Woollatt and Ms. Mariuz overseeing operations, based on deep familiarity with current projects. Staff would like to discuss this proposed arrangement with the Authority and any concerns there may be.

March 2025 Financial Report – Action

Please see the financial report for March, which includes all 2024 Administrative Fees' Capture, and remaining LBRF Capture and Developer Reimbursements. Staff provided more detailed Administrative Capture calculations, as always, separately.

Unfortunately, it appears we will only be able to capture $212,179.62 in Administrative Fees for 2024. Per statute, with 17 projects capturing in 2024, we could have captured up to $247,500 ($225,000 max, plus 10% more for being a regional Authority). Nonetheless, there is sufficient LBRF funds to use for our Environmental Assessment Grant Program, if necessary.

Staff requests approval of the March 2025 Financial Report, and all noted transactions.

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY
LOCAL BROWNFIELD REVOLVING FUND GRANT AGREEMENT

This Local Brownfield Revolving Fund Grant Agreement (the “Agreement”) dated March 4, 2025 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 Avalon Nonprofit Housing Corporation, d/b/a Avalon Housing, Inc. (the “Grantee”), a Michigan nonprofit corporation, whose address is 1327 Jones Drive, Suite 102, Ann Arbor, MI, 48105.

RECITALS

A. Pursuant to Act 381, as amended, the Authority has established a Local Brownfield Revolving Fund (the “Fund”) for the purpose of facilitating brownfield redevelopment in the region.

B. The Authority adopted a policy for awarding loans and grants from the Fund to support eligible activities on eligible brownfield properties.

C. The Authority awarded the Grantee a $704,755 grant of LBRF funds at the November 6, 2023 meeting, to support and finance various Eligible Activities, including Assessment and Due Care, Site Preparation, Public Infrastructure and Demolition activities.

D. The Eligible Property is known as 206-210 N. Washington in the City of Ypsilanti, parcel ID# 11-40-411-003.

E. The Grantee wishes to utilize LBRF grant funds to conduct Eligible Activities within the eligible properties, and the Authority is willing to grant said funds on the Terms and Conditions herein contained.

TERMS AND CONDITIONS

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

1. Grant – The Authority hereby agrees to grant to Avalon Nonprofit Housing Corporation up to $704,755 to conduct eligible brownfield activities, as described in the submitted LBRF application and Table 1, Eligible Activity Cost Estimates, both attached as Exhibit A.

2. Grant Budget – The Grantee submitted a list of proposed costs in the LBRF Application, and Table 1, (Exhibit A), for a maximum grant amount of $704,755.

3. Repayment – The funds granted shall not be required to be repaid to the Authority, provided the Grantee complies with all applicable Terms and Conditions.

4. Procurement of Eligible Activities – The Authority is bound to be good stewards of the public funds within the LBRF Fund. Therefore, the Authority will ensure the grant funds are utilized in the most efficient and effective manner. Grantee shall ensure the work to be funded with LBRF funds are procured in a manner that is competitive and ensures the most qualified contractor with the lowest price is selected to complete the activities.

5. Disbursement – The Grant funds will be disbursed to the Grantee as Eligible Activities are or have been completed, upon submittal by Grantee of a statement of costs of such activities paid or incurred from time to time, but not more frequently than monthly. Such a statement shall include a description of Eligible Activities performed, and a copy of invoices for the work described in such statement. The Authority hereby designates the County Brownfield Coordinator staff person, within the Washtenaw County Office of Community and Economic Development, to review Eligible Activities as part of the Grantee's monthly draw process, confirm they are consistent with the grant budget, and authorize disbursement to the Grantee, up to a cumulative disbursement not to exceed $704,755. Staff shall provide the statement of costs and descriptions of Eligible Activities that he approved to the Authority at the next Authority Board Meeting for review and confirmation. Individual activities within Table 1 – Eligible Activity Cost Estimates (Exhibit A) may shift, depending on project needs, provided the total LBRF grant amount does not exceed $704,755. All parties acknowledge that some or all payments to contractors performing Eligible Activities may be made from Avalon Nonprofit Housing Corporation d/b/a Avalon Housing, Inc., and/or 206 North Washington LDHA LLC, due to other financial and contractual arrangements, but all disbursement of grant funds will be made to the Grantee~~The Grant funds will be disbursed to the Grantee as Eligible Activities are or have been completed, upon submittal by Grantee of a statement of costs of such activities paid or incurred from time to time, but not more frequently than monthly. Such a statement shall include a description of Eligible Activities performed, and a copy of invoices for the work described in such statement. Within forty (40) days of a receipt of a complete statement and supporting invoices, the Authority shall review the statement, confirm that the Eligible Activities are consistent with the Grant Budget, and disburse to Grantee the amount set forth in the statement, up to a cumulative disbursement not to exceed $704,755~~.

6. Surplus Grant Funds – Should any grant funds remain after all Eligible Activities are completed, the surplus funds will be returned to the LBRF fund, or the Grantee may request use of the remaining funds for other Eligible Activities, up to $704,755, provided those activities are given prior approval by the Authority.

7. Compliance with Applicable Environmental Regulations – It shall be the responsibility of the Grantee to comply with all applicable local, state and federal environmental regulations, as it applies to any and all Eligible Activities funded by the LBRF Grant.

8. Grant Expiration – All Eligible Activities shall be completed within eighteen (18) months of this Agreement unless the Authority grants an extension.

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

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

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

        i. Contractual Liability

        ii. Products and Completed Operations

        iii. Independent Contractors Coverage

        iv. Broad Form General Liability Endorsement or Equivalent

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

    d. Grantee shall ensure that Environmental Impairment Liability Insurance is provided by Contractors, sub-contractors and site work contractors engaging in environmental and/or demolition activities, covering any sudden and non-sudden pollution or environmental impairment, including clean-up costs and defense, with limits of liability of not less than $1,000,000 per occurrence.

    e. Grantee shall ensure that Professional Liability coverage with a minimum of $1,000,000 each occurrence is provided by Contractors, sub-contractors and site work contractors engaging in environmental and/or demolition activities.

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

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

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

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

13. Assignment – The interest of any party under this Agreement shall not be assignable without the other parties' written consent.

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

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

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

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

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

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

20. No Third Party Beneficiaries – This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Consultant, Contractors, Subcontractors, or any third parties. This Agreement shall not be construed to create any third-party beneficiary contract or claim, and the parties intend there to be no third party beneficiaries.

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

22. Acknowledgement – The Grantee shall acknowledge Washtenaw County's financial support in all promotional and publicity materials related to the funded activities. This acknowledgement shall include, but not be limited to, press releases, website content, social media posts, and printed materials. The acknowledgement shall prominently display the Washtenaw County's logo and include a brief statement recognizing the County's financial contribution.

~~21.~~

Formatted: Normal, No bullets or numbering

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

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

BY:_____________________________________
Sam Baushke, Chairman

Date:__________________________________

Attested to:

By:_____________________________________
Lawrence Kestenbaum, County Clerk/Register

Date:__________________________________

Approved As to Form:

By:______________________________________
Michelle Billard, Corporation Counsel

Avalon Nonprofit Housing Corporation, Grantee

BY:______________________________________

PRINT NAME:______________________________

ITS:_______________________________________

Date:_____________________________________

Exhibit A – LBRF Application and Table 1

15100 Northline Rd. Suite 134
Southgate, MI 48195
734-362-7070

INVOICE

Invoice #: 7465
Invoice Date: 10/1/2023

Billing To:

Washtenaw County
Office of Community & Economic Dev.
415 W. Michigan Ave, 2nd Floor, Suite 2200
Ypsilanti, MI 48197-5326

Ship To:

Washtenaw County
Office of Community & Economic Dev.
415 W. Michigan Ave, 2nd Floor, Suite 2200
Ypsilanti, MI 48197-5326

DCC Associate Membership Dues 2023/2024

Date	Description	Quantity	Amount
10/1/2023	DCC Associate Membership Dues 2023/2024	0.00	$8,400.00

Total: $8,400.00

Notes:
1) Total Payment is due within 30 days.
2) Please include invoice number on check.

Remit Payment To:
Downriver Community Conference
15100 Northline Rd.
Southgate, MI 48195
Attn: Accounts Receivable

If you have any questions regarding this invoice, please contact:
megan.heck@dccwf.org

15100 Northline Rd. Suite 134
Southgate, MI 48195
734-362-7070

INVOICE

Invoice #: 7754
Invoice Date: 10/1/2024

Billing To:

Washtenaw County
Office of Community & Economic Dev.
415 W. Michigan Ave, 2nd Floor, Suite 2200
Ypsilanti, MI 48197-5326

Ship To:

Washtenaw County
Office of Community & Economic Dev.
415 W. Michigan Ave, 2nd Floor, Suite 2200
Ypsilanti, MI 48197-5326

DCC Associate Dues 24-25

Date	Description	Quantity	Amount
10/1/2024	DCC Associate Dues 24-25	1.00	$8,400.00

Total: $8,400.00

Notes:
1) Total Payment is due within 30 days.
2) Please include invoice number on check.

Remit Payment To:
Downriver Community Conference
15100 Northline Rd.
Southgate, MI 48195
Attn: Accounts Receivable

If you have any questions regarding this invoice, please contact:
megan.heck@dccwf.org

OFFICE OF COMMUNITY &
ECONOMIC DEVELOPMENT

Washtenaw County Brownfield Redevelopment Authority
Program Policies and Procedures
Revised and Re-Adopted May 4, 2017 – DRAFT REVISIONS, LBRF Capture and BF Plan Implementation Fees

Section 1: Background

Michigan's Brownfield Redevelopment Financing Act Public Act 381 (Act 381), as amended, enables Brownfield Redevelopment in the State of Michigan and the establishment of county-wide brownfield redevelopment authorities and zones. Act 381 provides brownfield redevelopment authorities with multiple tools to facilitate redevelopment, including tax increment financing to support eligible brownfield expenses incurred through reuse of a contaminated, blighted, historic, and/or functionally obsolete property.

On May 19, 1999, the Washtenaw County Board of Commissioners (BOC) voted unanimously to establish a County-wide Brownfield Redevelopment Authority (WCBRA) and Brownfield Redevelopment Zone (Zone) in accordance with, Act 381. Washtenaw County's Brownfield Redevelopment Zone was defined as the jurisdictional boundary of each municipality within Washtenaw County that passed a resolution to join. Under the Bylaws established by the BOC as amended in 2015, the WCBRA shall consist of representatives from a broad cross-section of the community.

Section 2. Purpose

The WCBRA is authorized to administer a county-wide Brownfield Redevelopment Program (Program) the purpose of which is to facilitate the redevelopment of previously developed sites classified as eligible property in Public Acts 381 of 1996 and 451 of 1994 (Natural Resources and Environmental Protection Act-NREPA), as amended. In its mission to serve as a regional Authority, representing a wide variety of governmental units, and to encourage sustainable, Smart Growth Principles, as defined by the U.S. EPA, and the policies of the local unit of government in which the brownfield redevelopment project occurs.

Washtenaw County Brownfield Redevelopment Program Staff are available to assist with implementation of the policies and procedures described herein. Staff are available to serve as a liaison between the WCBRA and the various entities involved with the redevelopment of a brownfield site and/or to guide a developer through the brownfield process. It is strongly encouraged to contact planners with the local unit of government and WCBRA brownfield program staff early in the project planning process to minimize delays in the approval process. Staff contact information is provided in **Section 7** below.

Section 3: Policies

3a. Eligible Activities

The WCBRA is authorized to allow the use of Tax Increment Financing (TIF) revenues to pay for or reimburse public or private costs of "eligible activities." Eligible activities apply to all participating communities while others are specific to certain Local Units of Government (LUG) as follows:

Eligible Activities for All Communities:

- Department Specific Activities
  - Baseline Environmental Assessments (BEAs)
  - Due care activities
  - Response activities
  - Removal and closure of underground storage tanks
  - Disposal of solid waste

    - Dust control related to construction activities
    - Industrial Cleaning
    - Sheeting and shoring necessary for removal of materials exceeding part 201 criteria
    - Lead, mold, or asbestos abatement when lead, mold, or asbestos pose an imminent and significant threat to human health.
- Reasonable costs of preparing a brownfield plan and Act 381 work plan(s)
- Demolition
- Lead and Asbestos Assessment and Abatement that does not pose an imminent and significant threat to human health
- Brownfield Authority administrative fees
- Interest on unreimbursed eligible activities
- Capture for the local brownfield revolving fund

<u>Eligible Activities for the City of Ann Arbor and the City of Ypsilanti (Qualified Local Units of Government (LUG), aka “core communities”):</u>

- Activities eligible in "All Communities"
- Public infrastructure improvements
- Private and public underground and/or multi-level parking structures
- Site preparation activities
- Private and public urban stormwater management systems

3.b. To qualify for brownfield incentives:

1. The proposed project site meets the definition of an eligible property as defined in Public Act 381 of 1996, as amended, MCL 125.2652 Definitions.

2. The project is located in the Brownfield Redevelopment Zone, which is defined as the jurisdictional boundary of each municipality within Washtenaw County that passed a resolution requesting to join the WCBRA.

3. The LUG supports inclusion of the eligible property in the Brownfield Plan, which may or may not include the use of TIF, to support the proposed brownfield project.

4. The proposed redevelopment for the eligible property is consistent with the master plans, zoning ordinances and community/economic development goals of the local municipality and County where the proposed project is located, as determined by the LUG and County.

5. The existing character of the eligible property is such that redevelopment activities would be limited or not feasible without brownfield redevelopment assistance provided by PA 381 and/or other brownfield redevelopment programs. In addition, the project developer commits to explore all other available private and public funding sources, as determined in consultation with the WCBRA.

6. An analysis demonstrates that the required eligible activities can be satisfactorily completed within the available resources under this program, or if not, that supplemental funding sources, such as private equity or financing, tax credits, grants or loans, will be utilized to complement the financial resources available under PA 381 for proposed projects.

7. The developer has provided evidence of a firm commitment to the project and a demonstration of sufficient experience, financial resources, and development capabilities to successfully implement the proposed redevelopment project.

8. The proposed project site will have adequate access to the necessary public infrastructure and utilities needed to serve the proposed redevelopment project, as determined in consultation with the affected community.

9. The WCBRA reserves the right to consider other factors applicable to a specific project or participating municipality.

3.c. To qualify for payment of interest on carrying costs of unreimbursed eligible activities:

The reimbursement of interest on unreimbursed environmental and non-environmental activities will be determined on a case-by-case basis, but only where a clear financial gap is demonstrated, and where actual interest expenses and carrying costs will be incurred by the applicant. The following criteria must be met:

1. All costs for which interest is being requested must be eligible environmental or non-environmental activities.
2. The total amount of interest, and the interest rate, shall be determined in accordance with MEDC guidelines, and shall be approved by the LUG.

Provided reimbursement of interest is generally approved, pursuant to the above, the reimbursement of interest on costs of eligible activities *using local-only taxes* may be allowed only if either of the following criteria are met:

1. The specific activity or activities are not supported for interest reimbursement by MEDC and ~~MDEQ~~EGLE, yet supported by the LUG as a cost resulting from an activity that, by its nature, will have specific or general environmental benefits.
2. A significant financial gap has been identified by the applicant, and supported by the LUG, such that the requested interest would close the gap.

3.d. To qualify for local-only reimbursement:

The WCBRA encourages costs of all eligible activities be reimbursed with both incremental local and state school operating taxes to the extent practicable; however, there are circumstances when reimbursement only with local tax increments will be approved, on a case-by-case basis, under the following circumstances:

1. The activities are eligible under Act 381, and the state declined to participate in the cost, and the LUG supports the activity, which, by its nature, will have specific or general environmental benefits; or

2. When the activity or activities were approved in a Brownfield Plan, and subsequently denied for state school operating tax participation, local-only tax increment may considered, provided the approved Brownfield Plan does not prohibit or cap the use of local-only tax increment finances to reimburse the particular activity proposed for local-only reimbursement.

3. For any eligible activity completed prior to plan approval, but now included in a Brownfield Plan or Combined Brownfield Plan and Act 381 Work Plan submitted for approval, the LUG must support the inclusion of the costs for local only reimbursement, and the following conditions must be met:
   a. The approved Plan states that certain or all eligible activities initiated or completed prior to plan approval, and subsequently denied for state school operating taxes participation, will be funded with local-only taxes.
   b. The entity that incurred the costs is the same as applying for Brownfield Plan approval; and
   c. Eligible activities were conducted and expenses incurred prior to Brownfield Plan approval due to unanticipated circumstances or compressed project timeline.

3.e. Unanticipated Eligible Environmental Response Activities

1. Pursuant to Act 381, Local only and state school operating tax increment revenues may be used to reimburse unanticipated eligible environmental response activities conducted after Brownfield Plan and/or Work Plan approvals. The following conditions must be met for this to be considered:

   a. The owner must have contacted the ~~MDEQ~~ EGLE and Brownfield Authority prior to taking action, and subsequently included the eligible environmental costs in an amended Work Plan, and Brownfield Plan if necessary, and secure all requisite approvals.

3.f. Administrative Costs Capture

1. Annual capture of administrative fees from brownfield projects from local taxes is permitted under PA 381 of 1996, as amended. Each Brownfield Plan may include capture of administrative fees. Administrative fees may be used to cover 1) actual expenses related to operating the Brownfield Redevelopment program, 2) Department Specific Activities conducted by or on behalf of the authority related directly to work conducted on prospective eligible properties prior to approval of the brownfield plan, pursuant to the Brownfield Authority's Environmental Assessment Grant Program, and 3) reasonable costs of developing and preparing brownfield plans, combined plans, or work plans for which tax increment revenues may be used, including legal and consulting fees that are not in the ordinary course of acquiring and developing real estate.

2. For reimbursement of reasonable and actual administrative expenses, the WCBRA will transfer to its Administrative Fund, or Local Brownfield Revolving Fund, pursuant to 3.g., below, up to ten percent (10%) of annual TIF capture per project, during the entire capture period for the project. At the discretion of the Authority, either the 10% Administrative Fees or LBRF capture will occur in any year. Actual administrative expenses will be reimbursed with only local incremental taxes. LBRF capture will be reimbursed as permitted by Act 381.

3. In accordance with WCBRA policy, capture of administrative fees may exceed actual brownfield program expenses in any one year, provided any reserves are maintained in the Administrative Fund and utilized to reimburse for future years' expenses, fund the WCBRA Environmental Assessment Grant Program, or used as otherwise allowed by Act 381. At no time will surplus funds exceed one year's allowable maximum capture under Act 381 based on the previous year's allowable capture. Any fund reserves that exceed one year's allowable capture will be returned to the appropriate taxing jurisdictions.

3.g. Local Brownfield Revolving Fund Capture

1. It is the intent of the WCBRA to capitalize its Local Brownfield Revolving Fund (LBRF). The WCBRA intends to include provisions to capture revenues for deposit into the LBRF in the approved Brownfield Plan for each property/project located in the Brownfield Redevelopment Zone (as defined in **Section 1: Background**). The WCBRA intends to capture LBRF funds, as allowable by Act 381, with a priority for capture ***during*** the reimbursement period for eligible activities; however, each plan will be considered on a case-by-case basis to determine the most appropriate method for capturing LBRF funds.

~~1.~~2. In each Brownfield Plan the total LBRF capture shall be 10% of the annual gross Tax Increment Revenues, or Administrative Fees pursuant to Section 3.f., above, captured annually, plus 15% of the developer-reimbursable Eligible Activities included in the Plan, not including interest, which will be captured as a lump sum after full developer reimbursement. If there is not sufficient Tax Increment Revenues to fund 100% of the developer reimbursement and LBRF capture, the LBRF capture shall take priority.

Formatted: Indent: Left: 0.69", No bullets or numbering, Tab stops: Not at 1.18"

~~2.~~3. LBRF incremental tax capture and use will be used in accordance with the current LBRF policy, adopted by the WCBRA, and subject to the restrictions of PA 381, as amended. The amount and term of tax revenue capture for the LBRF will be determined on a project-by-project basis.

3.h. Work Plan Implementation Fees

1. For MSHDA Housing TIF Brownfield Plans, the Brownfield Plan shall include Authority Work Plan Implementation Fees annually for the duration of the Plan and required monitoring period of the Affordable Housing Units, within any limits required by Act 381. The annual fees shall be reimbursable to the Authority from annual Tax Increment Revenues. The amount of the Fees shall be sufficient to cover the Authority's costs to conduct the annual monitoring and reporting of the affordable housing units, but no less than $1,000 per year.

Formatted: Font: Not Bold, No underline

Formatted: Indent: Left: 0.63"

Section 4: Procedures:

The WCBRA recognizes the importance of development project schedules and will expedite brownfield plan review and approval process to the extent possible.

1. The following are typical steps to access brownfield redevelopment incentives in Washtenaw County. The steps may change if a combined Brownfield Plan/Work Plan, MSHDA Housing TIF, or Transformational Brownfield Plan is proposed.

   A. Project Concept Application – Approved by Local Unit of Government
   B. Brownfield Plan Application Fee – Paid by applicant (see below)
   C. Brownfield Plan Project Sub-Committee – Formed by County Brownfield Authority
   D. Brownfield Plan Developed – Development Team, Staff, and Sub-Committee
   E. Brownfield Plan – Approved by Local Unit of Government
   F. Brownfield Plan – Approved by County Brownfield Redevelopment Authority
   G. Brownfield Plan – Public Hearing Scheduled by County Board of Commissioners
   H. Brownfield Plan – Approved by County Board of Commissioners after Public Hearing
   I. Act 381 Work Plan(s) – Approved by County Brownfield Redevelopment Authority.

2. The application fee is due after Project Concept Application approval by the LUG and is based the type of project proposed. The Processing Fee, due upon approval of the Brownfield Plan by the County Board of Commissioners, is based on on total ~~project investment~~developer-reimbursable Eligible Activities in the Plan:

   ~~$0- $5Million = $3,000~~
   ~~$5M - $10M = $4,000, and~~
   ~~$10 M and over = $5,000~~

Brownfield Plan Fee Schedule	
Application Fee*	$2,500
Processing Fee**	1% of Developer-Reimbursable Eligible Activities in Approved Brownfield Plan.
Minimum Processing Fee Per Project	$3,000
Maximum Processing Fee Per Project	$15,000

Housing Tax Increment Financing Brownfield Plan Fee Schedule	
Application Fee*	$5,000
Processing Fee**	1% of Developer-Reimbursable Eligible Activities in Approved Brownfield Plan.
Minimum Processing Fee Per Project	$3,000
Maximum Processing Fee Per Project	$30,000

Transformational Brownfield Plan Fee Schedule	
Application Fee*	$7,500

Processing Fee**	1% of Developer-Reimbursable Eligible Activities in Approved Brownfield Plan.
Minimum Processing Fee Per Project	$3,000
Maximum Processing Fee Per Project	$50,000

* A one-time, non-refundable Application Fee is due at the time of application.

** A one-time, non-refundable Processing Fee is due subsequent to the Washtenaw County Board of Commissioners' approval of the Brownfield Plan.

Note: The City of Ann Arbor requires a separate Brownfield Plan application fee

3. Once the brownfield plan is approved, it will be forwarded to the ~~MDEQ~~ EGLE and MEDC for informational purposes. The applicant then needs to ~~sign~~ execute a Reimbursement Agreement with the WCBRA (See **Section 5: Reimbursement Agreement**). If capture of state school operating taxes for reimbursement of eligible non-environmental costs is contemplated, the reimbursement agreement must be completed and signed before submission of an Act 381 Work Plan or Combined Brownfield Plan and Work Plan for those activities.

4. If the TIF includes the capture of state school operating taxes for eligible activities, an Act 381 Work Plan (or Combined Brownfield Plan and Work Plan) must be completed in accordance with the requirements of Act 381 and guidance published by the ~~MDEQ~~EGLE/MEDC and submitted to Staff. Staff will review the Work Plan and work with the developer and/or developer's representative (consultant) to finalize it. Staff then will forward to the WCBRA for approval, and then coordinate with the appropriate agency(s) for the submission and review of the brownfield plan, Act 381 Work Plan.

5. Generally, conducting eligible activities can begin once the relevant elements of the approval process are complete. However, pursuant to Act 381, and in accordance with **Section 3: Policies,** conducting certain eligible activities prior to Brownfield Plan approval may still be reimbursed, with either or both Local Only or state school operating Tax Increment Revenues.

Section 5: Reimbursement Agreement

Staff will provide the most current Reimbursement Agreement template. The applicant should fill in required information using the template, then work with brownfield staff to finalize. The Reimbursement Agreement must be approved by the WCBRA, then fully executed in accordance with County contract procedures. This includes the applicant filing as a Vendor with the County and providing the required insurance.

Section 6: Reimbursement Process

1. All eligible activities must be completed within the time specified in the Reimbursement Agreement.
2. Request for reimbursement for eligible activities shall be submitted in the form required by the WCBRA. Staff will forward the submitted completed request, with a recommendation, to the WCBRA for certification and approval.
3. Once TIF capture begins, and any or all eligible expenses have been approved, reimbursement may begin in accordance with the terms of the Reimbursement Agreement.

Section 7: Contact Information
Contact Nathan Voght, Brownfield Redevelopment Coordinator, at 734-660-1061, or voghtn@washtenaw.org for more information.

Ver. Date: 9/25/13; 12/11/14 updated contact phone#; revised and re-adopted 11/5/15
Revised/Re-Adopted 5/4/17, updated "LSRRF" references, Admin and LBRF capture policy revisions

FLEIS&VANDENBRINK
DESIGN. BUILD. OPERATE.

April 3, 2025

Mr. Nathan Voght
Washtenaw County Brownfield Redevelopment Coordinator
Washtenaw County
220 North Main Street
Ann Arbor, Michigan

RE: Scope of Services and Fee
Washtenaw County Brownfield Redevelopment Authority Assistance

Dear Nathan:

Fleis & VandenBrink (F&V) appreciates the opportunity to submit this Scope of Services and Fee estimate to assist the Brownfield Redevelopment Authority (BRA) in routine operations during staff absence.

Statement of Understanding

It is our understanding in your extended leave that you are requesting we provide brownfield redevelopment authority management services. These services will include managing certain aspects of the County's BRA such as, preparing BRA meeting agendas and minutes, coordinating meetings with BRA subcommittees and developers etc.

Scope of Services

Based on our understanding, F&V will attend meetings with County staff to kickoff project and learn specific BRA procedures. Review brownfield project applications and submittals. Circulate materials to the board for review and prepare meeting agendas and minutes.

Generate BRA meeting packets and agendas. Facilitate brownfield projects moving through the BRA process, organize subcommittee formation and review, schedule meetings for subcommittee and developers.

Provide other brownfield related services on an as needed basis.

Schedule

We will initiate work upon your authorization to proceed.

Budget

F&V proposes to complete the work on an hourly rate basis. F&V will provide two staff that can assist with the BRA projects. Samantha Mariuz at a rate of $174/hr and Trevor Woollatt at a rate of $205/hr. Fees paid are

2960 Lucerne Drive SE, Suite 100
Grand Rapids, MI 49546
P: 616.977.1000
F: 616.977.1005
www.fveng.com

eligible to be reimbursed to the BRA from administrative capture, or as otherwise determined on a per-project basis upon the approved BRA Policies and Procedures.

Once again, thank you for this opportunity, and we look forward to working with you. If you need additional information regarding this proposal or other F&V services, please contact me at 248.885.4720 or twoollatt@fveng.com.

Sincerely,

FLEIS & VANDENBRINK

Trevor I. Woollatt
Senior Project Manager / Associate

Samantha R. Mariuz, EDFP
Economic Development Manager

WCBRA Financial Report - March 2025

			Developer Reimbursement Complete																
Project	Maple Shoppes	Zingerman's	Arbor Hills	618 S. Main	544 Detroit	Water Street	Kingsley Condos - 221 Felch	Grand View Commons-Dexter	1140 Broadway-A2	Thompson Block	309 N. Ashley	Broadway Park-Roxbury	Maple Oaks-Saline	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	$ 1,209,027.00	$ 1,233,937.00	$ 5,400,000.00	$ 4,628,636.00	$ 698,773.00	$ 22,874,634.00	$ 5,109,420.00	$ 3,370,613.00	$ 13,159,069.00	$ 1,651,241.00	$ 2,739,022.00	$ 18,689,046.00	$ 781,957.00			$ 4,192,837.00	$ 3,455,087.00		
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	$ 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	$ 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	$ 10,397,721.10	$ 975,696.00	$ 1,876,130.05	$ -	$ 176,469.06						
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	$ 7,874,648.77	$ 50,084.31	$ 1,032,466.45	$ -	$ 102,397.50						
Remaining Approved Eligible Activity Expenses	$ 42,281.78	$ 164,352.49	$ -	$ -	$ 96,817.42	$ -	$ -	$ 953,557.62	$ 2,523,072.33	$ 925,611.69	$ 843,663.60	$ -	$ 74,071.56	$ -	$ -	$ -	$ -	$ -	$ -
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	$ 0.50		$ (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	$ 19,601.38	$ 22,138.35	$ 45,532.95	$ 221,876.16	$ 11,247.61	$ 39,459.08		$ 167,316.56	$ 657,493.40	$ 17,808.46	$ 89,645.77	$ 3,348.16		$ 18,530.22			$ 58,695.84	$ 884.77	
Total Revenues	$ 19,601.38	$ 22,138.35	$ 45,532.95	$ 221,876.16	$ 11,247.61	$ 39,459.08	$ -	$ 167,316.56	$ 657,493.40	$ 17,808.46	$ 89,645.77	$ 3,348.16	$ -	$ 18,530.22	$ -	$ -	$ 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)												$ 160.00							
Total Expenditures	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 160.00	$ -	$ -	$ -	$ -	$ 419,088.09	$ -	$ -
Misc Refund																			
Current Brownfield Account Balance	$ 19,601.38	$ 27,138.35	$ 45,532.95	$ 221,876.16	$ 11,247.61	$ 289,807.91	$ 78,743.34	$ 167,317.06	$ 657,493.40	$ 15,782.46	$ 89,645.77	$ 22,678.04	$ 58,995.28	$ 38,571.73	$ 543.49	$ -	$ -	$ 884.77	$ -
												$160 is from State payment previously not recorded					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 3-31-25	**$ 146,500**	
Total of all CY 2014 Admin Transfers	$ 87,198.19	LBRF Interest earned since 2017 as of 3-31-25 (inc. in bal. below)	**$ 263,080**	
2024 LBRF Capture Running Current Yr Total	$ -	LBRF Balance as of 3-31-25	**$ 1,609,725**	

TRANSACTION APPROVALS REQUESTED

PROJECT	Current Account Balance	Total 2024 Capture	Proposed Admin	Proposed LBRF	Developer Reimbursement	NOTES	
Water Street-Family Dollar 2024 Capture Ypsilanti	$ 289,807.91	$ 39,459.08	$ 3,946.00				
Thompson Block 2024 Capture Ypsilanti	$ 15,782.46	$ 17,808.46	NA		$ 15,782.46		
Dorsey Estates 2024 Capture Ypsilanti	$ 38,571.73	$ 18,530.22	NA		$ -		
Grandview Commons WINTER 2024 Capture Dexter	$ 167,317.06	$ 426,431.34	$ 21,322.00		$ 145,995.06		
Rockwell Building 2024 Capture Chelsea	$ 402.04	$ 402.04	$ 40.00				
300 N. Zeeb 2024 Capture Scio Township	$ 4,618.20	$ 4,618.20	$ 462.00				
Maple Oaks Saline	$ 58,995.28	NO CAPTURE				BF Plan Terminated	$52,900 reserve for final reimbursement
Maple Shoppes	$ 19,601.38	$ 96,624.99	$ 3,189.00		$ 16,412.38		
Zingermans	$ 27,138.35	$ 104,811.76	$ 10,481.00	$ 15,722.00	$ 935.35		
Arbor Hills	$ 45,532.95	$ 568,636.65	N/A	$ 45,533.00	$ -		
544 Detroit Street	$ 11,247.61	$ 54,074.40	$ 2,596.00		$ 8,651.61		
618 S. Main	$ 221,876.16	$ 1,001,308.56	$ 6,095.28	$ 221,876.16	N/A	Dev Fully Reimbursed	
Kingsley Condos-221 Felch	$ 78,743.34	$ 686,409.46	$ 78,743.34	ALL Admin	Developer fully paid	No Winter Capture	LOCAL millages only in 2024, so NO SET due
Lowertown-1140 Broadway	$ 657,493.40	$ 3,169,125.63	N/A	$ 95,074.00	$ 562,419.40		
Broadway Park DTE	$ 22,678.04	$ 16,096.67	$ 1,127.00				
309 N. Ashley	$ 89,645.77	$ 546,952.28	$ 54,695.00		$ 34,950.77		
3874 Research Park Drive-Sartorius	$ -	$ 293,346.76	$ *29,335.00*		N/A	Admin Previously approved	
Village of Ann Arbor	$ 884.77	$ 884.77	$ 88.00				
4025 Packard-Pittsfield Township	$ 543.49	$ 603.49	$ 60.00				
TOTAL	**$ 1,750,879.94**	**$ 7,046,124.76**	**$ 212,179.62**	**$ 378,205.16**	**$ 785,147.03**		

		2024 Total TIF	2024 Admin Calc	LBRF Capture?	2024 Notes	Adjustment to Arrive at Statutory Limit	Other Notes
Maple Shoppes	No to exceed 5% of eligible activities. Payment of $52,571, divided over length of TIF.	$ 96,624.99	$ 3,189.00			N/A	
Thompson Block	(No Admin during OPRA Period of 10 yrs)	$ 17,808.46	NA			N/A	
Water Street	10% of total annual TIF	$ 39,459.08	$ 3,946.00			N/A	
Zingerman's	10% of Eligible Activities. Payment of $81,726, divided over length of TIF. 15% annually for LBRF	$ 104,811.76	$ 10,481.00	$ 15,722.00		N/A	
Arbor Hills	Developer Fully Reimbursed. $363,388 remaining to capture in LBRF. $45,532.95 from winter capture is 100% LBRF	$ 568,636.65	N/A	$ 45,533.00		N/A	
618 S. Main	10% of annual TIF. Developer Fully Reimbursed previously. Winter 2024 Capture was $221,876.16. This can be 100% to LBRF, or portion could be taken as Admin, and remainder to LBRF	$ 1,001,308.56	N/A	$ 221,876.16	All of Winter to LBRF	N/A	$457,742 in LBRF to be captured. ($314,792 total captured after this transfer)
544 Detroit Street	TIF Table shows straight $2,596 annually for 22 years. RA does not address Admin Capture	$ 54,074.40	$ 2,596.00			N/A	
Kingsley Condos - 221 Felch	Developer fully paid off. Remaining funds of $78,743.34 after LBRF was fully funded was reserved for 2024 Admin	$ 686,409.46	$ 78,743.34			N/A	
1140 Broadway	NO ADMIN CAPTURE - 3% Annual TIF as LBRF ONLY	$ 3,169,125.63	N/A	$ 95,074.00	LBRF Only	N/A	
Grandview Commons-Dexter	5% of Annual Available TIF Capture (DDA Capture NOT available)	$ 426,431.34	$ 21,322.00			N/A	
Broadway Park	7% for LBRF or Admin, 1,127 in Admin this year	$ 16,096.67	$ 1,127.00			N/A	
309 N. Ashley	10% Annual TIF	$ 546,952.28	$ 54,695.00			N/A	
Maple Oaks	BF Plan Terminated in 2024, no capture in 2024	No 2024 Capture	$ 6,095.28		Admin Only	N/A	Leave $52,900 for final Dev Reimbursem
4025 Packard	10% for Admin or LBRF	$ 603.49	$ 60.00			N/A	
3874 Research Park Drive	10% for Admin or LBRF	$ 293,346.76	*$ 29,335.00*			N/A	*Admin approved by BRA and captured in March*
Village of Ann Arbor	10% for Admin or LBRF Annually	$ 884.77	$ 88.00				
Dorsey Estates/220 N. Park	BF Plan does not include Admin capture, LBRF after Dev. Reimbursement	$ 18,530.22	N/A			N/A	
Rockwell Building	10% for Admin or LBRF	$ 402.04	$ 40.00			N/A	
300 N. Zeeb	10% for Admin or LBRF annually, however, 5-yr Local Tax abatement will limit available Local mills for Admin	$ 4,618.20	$ 462.00			N/A	
17 TOTAL PROJECTS w Capture			**$ 212,179.62**	**$ 378,205.16**			

2023 381 Amendment Increased Admin Capture: $225K + 10% for being a regional authority

247,500 is Maximum Admin Capture