## NOTICE OF MEETING

A Regular Meeting of the **Leelanau County Brownfield Redevelopment Authority (LCBRA)**will be held at 10:00 a.m. on **Tuesday, February 27, 2024** (or immediately following the Land Bank Authority meeting, whichever is later) in the Leelanau County Government Center – 1<sup>st</sup> floor.

#### **DRAFT AGENDA**

#### **Members**

Dan Heinz-Chairman Rick Foster-Vice Chair John Arens-Sect/Treasurer Deborah Allen Gwenne Allgaier T. Eftaxiadis David King

Interim Director
Gail Myer

#### CALL TO ORDER & PLEDGE OF ALLEGIANCE

**ROLL CALL** 

**PUBLIC COMMENT** 

**DIRECTOR COMMENTS** 

**CONSIDERATION OF AGENDA** 

CONFLICT OF INTEREST

CONSIDERATION OF JANUARY 16, 2024 MEETING MINUTES pgs. 3-7

#### **CONSENT AGENDA**

Items of a routine nature to be voted on with one motion - no discussion. Upon request, members may remove any item and place elsewhere on the agenda, with no vote of the commission. Members will vote on remaining items on the Consent Agenda, after the item removed has been placed elsewhere on the agenda.

- a. Fishbeck General Consulting and TIF Management pgs. 8-10
- b. Fishbeck EPA Assessment Grant pgs. 11-16

#### **OLD BUSINESS**

Approval of Policies and Procedures pgs. 17-30

#### **NEW BUSINESS**

- 1. Discussion 1% fee due upon signing the Reimbursement Agreement
- 2. Appointment of BRA Director
- 3. Appointment of authorized agent to submit EPA requests on ASAP.gov
- 4. Fishbeck Work Orders:
  - a. Work Order #1, Amendment No. 1 Quality Assurance Project Plan (QAPP) pgs. 31-32
  - b. Fishbeck Invoice #433685 QAPP Quarterly Update pg. 33
  - c. Work Order #6, Amendment No. 1 Eligibility and Phase I ESAs (Four Land Bank Parcels) pgs. 34-36

#### **FINANCIALS**

- 1. Claims & Accounts \$10,126.50 pgs.37-49
- 2. Post Audit, Budget Amendments, Transfers

#### CORRESPONDENCE/COMMUNICATION ITEMS

**PUBLIC COMMENT** 

**DIRECTOR COMMENTS** 

MEMBER / CHAIRPERSON COMMENTS

**ADJOURN** 



Leelanau County Brownfield Redevelopment Authority (LCBRA)

# Leelanau County Brownfield Redevelopment Authority (LCBRA) County website: <a href="https://www.leelanau.cc/BRAintro.asp">www.leelanau.cc/BRAintro.asp</a>

8527 E. Government Center Dr. Suite 108 Suttons Bay MI 49682 Phone: (231) 256-9812 or Toll Free (866) 256-9711, Ext. 6

Fax: (231) 256-0174

Dan Heinz Chairman **Rick Foster** *Vice-Chairman* 

John Arens Secretary/Treasurer **Gail Myer** *Planning Director* 

#### **MEMORANDUM**

From: Gail Myer, Planning Director

To: LCBRA

Date: February 27, 2024 Meeting

Subject: New Business Items

4a. Work Order #1, Amendment No. 1 – Quality Assurance Project Plan (QAPP)

My recommendation would be to approve Fishbeck's Work Order #1, Amendment No. 1 – Quality Assurance Project Plan (QAPP), as presented.

b. Fishbeck Invoice #433685 – QAPP Quarterly Update

My recommendation would be to approve Fishbeck's Invoice in the amount of \$486.48 for preparing and submitting the QAPP Quarterly Update as presented.

c. Work Order #6, Amendment No. 1- Eligibility and Phase I ESAs (Four Land Bank Parcels)

My recommendation would be to approve Fishbecks Work Order #6, Amendment No. 1 – Eligibility and Phase I ESAs (four Land Bank parcels), as presented.

#### Financials

1. Claims & Accounts in the amount of \$10,126.50.

My recommendation would be to approve Claims & Accounts in the amount of \$10,126.50.

# A regular meeting of the Leelanau County Brownfield Redevelopment Authority (LCBRA) was held on Tuesday, January 16, 2024 at the Leelanau County Government Center.

#### CALL TO ORDER

Meeting was called to order at 10:01 am by Chairman Heinz who led the Pledge of Allegiance.

**ROLL CALL** 

Members Present: D. Heinz, G. Allgaier, D. King, D. Allen, R. Foster, T. Eftaxiadis

**Members absent:** J. Arens

**Staff:** G. Myer, Interim Planning Director, J. Herman, Planning Secretary

**Public:** J. Hawkins, T. Searles, J. Collins, S. Mitchell

Heinz gave an update that Arens, Foster and Eftaxiadis have been reappointed for three years for the BRA. He acknowledged that they are willing to volunteer their time and be members for the betterment of the BRA.

**PUBLIC COMMENT-** None.

**DIRECTOR COMMENTS-** None.

#### CONSIDERATION OF AGENDA

Heinz added "New Business Item #3" "Bluebird Development and Reimbursement Agreement".

Motion by Foster, seconded by Eftaxiadis, to accept the agenda as amended. Motion carried 6-0.

**CONFLICT OF INTEREST** – None.

#### ANNUAL ORGANIZATIONAL ITEMS

**Election of Officers** 

#### Chairman

Motion by Allgaier, seconded by Eftaxiadis, to nominate Heinz as Chair.

Nominations were closed.

Motion carried 6-0.

#### Vice-Chairman

Motion by Eftaxiadis, seconded by Allgaier, to nominate Foster as Vice-Chairman. Nominations were closed.

Motion carried 6-0.

Secretary/Treasurer

Motion by King, seconded by Allgaier, to nominate Arens as Secretary/Treasurer.

Nominations were closed.

Motion carried 6-0.

#### **Consideration of 2024 Meeting Schedule**

Heinz noted that the February meeting is on the fourth Tuesday of the month because the Board of Commissioners (BOC) meeting room is unavailable for election voting.

Motion by Foster, seconded by Allgaier, to accept the 2024 Meeting Schedule as presented. Motion carried 6-0.

Review/Adopt: Bylaws

Heinz questioned Article III Section 1. and said he does not remember taking an oath of office as an officer. He said members take an oath of office when appointed or reappointed. Allgaier said they will need to check with the Clerk's Office before changing anything because of the state constitution of 1963. Myer will look into this.

Heinz mentioned Article V. Section 1. King pointed out that the Bylaws are broad and say what the board may do, and then that language is translated into the Rules and Procedures. King recommended keeping the language the same.

Motion by Eftaxiadis, seconded by Allgaier, to accept the bylaws as they exist. Motion carried 6-0.

Review/Adopt: Rules of Order and Procedure

Motion by King, seconded by Allgaier, to accept the rules of procedure as written. Motion carried 6-0.

Review/Adopt: Policies and Procedures

Heinz pointed out that the last word in step 7 of the Application Process should be separated into two words. For step 9, Heinz said he was not aware in the past or present that the Development & Reimbursement Agreement be sent to the Local Unit of Government (LUG) for approval since they have already approved the brownfield plan. Eftaxiadis said only that is if they request it, they have to go with a 381-work plan. Hawkins said it is a timing issue, the intent was to engage the developer with the Development and Reimbursement Agreement so they are aware of the rules moving forward. Once the contract is in place then they can proceed with the formal approvals such as the Brownfield Plan and that the local units of government are on board first. Heinz also requested the change of corporation to "entity/entities" which have already been approved last year on page 21 and 22 of the Reimbursement Process.

Motion by Allen, seconded by King, to adopt the Policies and Procedures as amended. Motion carried 6-0.

Review/Adopt: 2024 Goals

Motion by Eftaxiadis, seconded by Allen, to keep the same goals as 2024 goals. Motion carried 6-0.

#### TIF Collection and Disbursal

Motion by Foster, seconded by Allgaier, to update the last sentence of the TIF Collection and Disbursal policy to "Under no circumstances will TIF reimbursement to the developer be made from the Delinquent Tax Fund". Motion carried 6-0.

#### Review/Revise Authorized Check Signers List

Gail provided information showing that Galla, Foster, and Arens are currently authorized signers at the bank.

Discussion ensued on qualified signers.

Motion by Allen, seconded by King, to officially remove Galla as a BRA check signer and approve Foster, Vice-Chair, and Arens, Treasurer, to continue as check signers. Motion carried 6-0.

#### **CONSIDERATION OF DECEMBER 29, 2023 MINUTES**

Motion by Allgaier, seconded by Foster, to approve the minutes as presented. Motion carried 6-0.

#### **CONSENT AGENDA**

Fishbeck - General Consulting and TIF Management

Fishbeck - EPA Assessment Grant

Motion by King, seconded by Allgaier, to approve the consent agenda as presented. Motion carried 6-0.

**OLD BUSINESS** – None.

#### **NEW BUSINESS**

Part I and Part II Brownfield Project Applications- Parcel in Empire Village/old school house

Heinz said they have received the Part I fee of \$150.00 and the Part II fee of \$500.00. Searles said this is for the old school house building in Empire. The developer wants to do a historical renovation with mixed use space with retail and a coffee shop. In an adjacent parcel, he wants to set up a DC fast-charging station. There is known contamination of mercury that was disposed from the science labs into the septic and they will need to figure out how to safely reuse the site with consideration of his redevelopment needs. The applicant is requesting a brownfield plan on this project, but Fishbeck is not sure if there will be sufficient TIF to make that an appropriate tool.

Hawkins said this project was supported by the Land Bank Authority (LBA) and BRA in a previous EPA assessment grant years ago. There was a hazardous materials survey conducted on the site. Prior work to that was the discovery of mercury and the septic tank. Searles concluded that Empire is a target area.

Motion by Eftaxiadis, seconded by Allgaier, to accept the Part I and Part II Brownfield Project Applications from Joesph and Elizabeth VanEsley. Motion carried 6-0.

Fishbeck Work Order: Work Order #6 – Four Land Bank Parcels

Searles said Fishbeck did not have a work order at the time and they wanted to have these projects move

forward. The board did authorize Fishbeck to start the eligibility process and now they are awaiting to hear back from EPA. These are four separate parcels in different communities so they have them set up as four separate reports for Phase I.

Motion by King, seconded by Allgaier, to approve Fishback's Work Order #6- Four Land Bank owned parcels as presented. Motion carried 6-0.

#### Fishbeck Work Order: Work Order #7 – Empire Downtown Revitalization

Searles said this is for the former Empire lumber yard. They have moved forward for the EPA eligibility request and they are also on the leaking Underground Storage Tank (UST) database and have received eligibility from Michigan Department of Environment, Great Lakes, and Energy (EGLE).

Heinz said this adds up to \$42,100.00. Searles said the BRA is early in the utilization of the grant funds over the whole grant period so they haven't met any of those goals yet per category. Fishbeck will prepare the quarterly report with the EPA grant and will send it to Myer. Hawkins said they typically identify a 35% spend rate by a certain time frame and they can do extensions as needed.

Searles explained the different proposed categories of the work order. She said the first scope of work is for eligibility in Phase I. There was a Phase I done on two of the parcels and it is not changing ownership but they thought there was value to understand things from a redevelopment perspective. There is a hazardous materials inspection for asbestos and evaluating other materials that will help with the redevelopment. Most of the buildings are proposed for demolition so they will need to understand if there are any materials that need to be properly removed. Due Care Planning shows there are some environmental data that exists on the site and this budget allows an opportunity for Fishbeck to review and understand what is known and what information is yet to discover.

#### (Allen left meeting)

Searles continued, saying that the last item is Phase II ESA. They will need to do preliminary evaluation activities that would include samplings of soil, groundwater, and soil gas. The BRA has discretion to approve this now or later. Eftaxiadis asked when Phase I was done. Collins said 20 years ago and has paperwork to show that.

Motion by Eftaxiadis, seconded by Allgaier, to approve Fishback's Work Order #7- Empire Downtown Revitalization as presented. Motion carried 5-0.

#### Fishbeck Work Order: Work Order #8 - Former Empire Schoolhouse Restoration Project

Searles said the applicant requested there be a brownfield plan for this site and Fishbeck thought there was value doing an assessment first. They have been in communication with the township assessor to determine the taxable value and TIF modeling to support a brownfield plan. After the Due Care Planning and Brownfield Plan evaluation activities are complete, Fishbeck will prepare a memo of the findings and will include any recommendations for further assessment and whether preparation of a Brownfield Plan is an appropriate tool for the project.

(Allen returned)

Motion by Eftaxiadis, seconded by Foster, to approve Fishbeck's Work Order #8- Former Empire Schoolhouse Restoration Project as presented. Motion carried 6-0.

#### Bluebird Development and Reimbursement Agreement

Heinz said he signed off on the Bluebird Development and Reimbursement Agreement on Friday with Skip Telgard with a notary present. Afterwords he read the Fee Schedule and read that there is a 1% fee upon signing of the reimbursement agreement. The minimum fee is \$1,000 not to exceed \$15,000. After the members discussed the complexities of assessing the fee Jeff Hawkins brought up a simpler approach by not charging the 1% fee upfront. Later an administrative fee could be charged to compensate. The decision was to hold off discussing the fee with Skip Telgard pending the potential elimination of that fee during a planned Fee Schedule review at the February 2024 LCBRA meeting.

#### **FINANCIALS**

**Claims & Accounts - \$3,398.00** 

Motion by King, seconded by Foster, to approve Claims & Accounts in the amount of \$3,398.00. Motion carried 6-0.

#### Post Audit, Budget Amendments, Transfers

Heinz asked to see the trial balance, general ledger and income statements. He questioned a budget amendment dating back to last year. The balance sheet had a debit balance of \$10,070.99 in the liability account. The finance department said it was a payment to the county to go towards the loan.

#### **CORRESPONDENCE/COMMUNICATION ITEMS - None.**

#### PUBLIC COMMENT

Collins thanked the BRA and Fishbeck for working with all of Empire.

#### **DIRECTOR COMMENTS - None.**

#### MEMBER / CHAIRPERSON COMMENTS

Allgaier thanked Collins for his part.

#### **ADJOURN**

Meeting adjourned at 11:39 AM.





## Memo

TO: Dan Heinz, Board Chair – Leelanau County Brownfield Redevelopment Authority

FROM: Therese Searles and Jeff Hawkins

DATE: February 27, 2024

**RE:** General Consulting and TIR Management Monthly Updates and Invoices

This memorandum serves to provide information regarding invoices and updates that are being presented to the Leelanau County Brownfield Redevelopment Authority (LCBRA) for services rendered on various projects related to General Environmental Consulting activities.

Please find attached several items for your consideration:

1. General Environmental Services (W.O. #2-GES, Amendment No. 1)

#### Update:

Fishbeck has entered into an agreement of service with the LCBRA for environmental consulting services related to the County's FY22 EPA Assessment Grant. Applicable to this Agreement, Work Order Number 2-GS, an overall general services work order, dated April 18, 2023, was approved at the April LCBRA regular meeting. Activities subject to this work order may include assistance with existing Brownfield Plans, new project communications, evaluating new State reporting requirements, and other project assistance as needed. An amended work order was approved in December to continue as needed general services as directed by the LCBRA Board and Interim Brownfield Director. Activities included in this month's invoice for consideration involved discussions with the Board Chair regarding account balances as they relate to active Brownfield Plans and general brownfield consulting services.

#### **Project Invoices for Consideration:**

Invoice #433689 (\$1,107.00)

#### 2. Tax Increment Tracking and Annual Reporting (W.O. #1-GES, Amendment No. 1)

#### **Update:**

Fishbeck has established a tax increment financing (TIF) tracking system for the LCBRA for its existing Brownfield Plans. The LCBRA has engaged Fishbeck to manage the tracking of tax increment collection and reimbursement associated with the LCBRA's existing brownfield plans by updating and sending out Statement of Account twice a year to coincide with tax collection periods. Reimbursement Analysis will also be updated for the LCBRA twice a year. An amended work order was approved in December 2023 to conduct tax increment tracking services for the 2024 tax year. As we have assisted in previous years, Fishbeck will also assist the LCBRA with Annual Reporting through the MEDC online portal in August of 2024. Fishbeck tracks the collection of TIR received on a continual basis as those checks come in and are forwarded on to Fishbeck for review. Activities included in this month's invoice were related to review of tax increment revenues (TIR) received and preparation of Statement of Accounts.

## **Project Invoices for Consideration:**

Invoice #433691 (\$1,080.50)

#### Leelanau County Brownfield Redevelopment Authority FY22 U.S. EPA Brownfield Assessment Grant Budget and Cost Summary

Num	ber	Grant	Activity	Budget Estimates	I	Ac	ctual		Project Bu	dget Remaining	
Project	W.O.		Site/Phase Initial Grant Award	Total \$ 250,000.00		Invoice No.	Invoice Date	Total Invoiced Amount		Total	Project Complete
County		4	Personnel - Initial Budget Budget Amendment Amended Personnel Budget	\$ 4,000.00 \$ (1,609.53) \$ 2,390.47				\$ -		\$ 2,390.47	
County		4	Travel - Intial Budget Budget Amendment	\$ 3,000.00 \$ 1,609.53		BF Conference BF Conference	Aug. 2022 Aug. 2023	\$ 1,469.17 \$ 750.00			
			Amended Travel Budget	\$ 4,609.53		BF Conference	Aug. 2023	\$ 2,390.36		\$ -	
County		4	Supplies	\$ -							
County		4	Other County Subtotal	\$ - \$ 7,000.00	County Subtotal			\$ - \$ 4,609.53	County Subtotal	\$ 2,390.47	
			Contractual - Fishbeck	\$ 243,000.00				\$ 59,315.71		\$ 183,684.29	
230506	1	2	QAPP	\$ 3,000.00	Invoice Total	423193	5/4/2023	\$ 3,000.00			Х
					Project Subtotal			\$ 3,000.00	Project Subtotal Remaining	\$ -	
230506			QAPP Annual Updates	\$ 1,200.00	Invoice Total Project Subtotal	433685*	2/13/2024	\$ 486.48 \$ 486.48	Project Subtotal Remaining	\$ 713.52	
230306			WAFF Allitual Opuates	\$ 1,200.00	Project Subtotal			\$ 400.40	Project Subtotal Remaining	\$ 713.52	
230505	2	4	Community Outreach and Programmatic	\$ 6,000.00	Invoice Total	421223	3/13/2023	\$ 42.50			
			Amendment No. 1 (11-21-2023)	\$ 5,000.00 \$ 11,000.00		422203 423196	4/5/2023 5/4/2023	\$ 590.00 \$ 1,315.25			
						424161 425211 426201	7/6/2023 8/2/2023	\$ 660.25 \$ 793.50 \$ 989.25			
						427527 428409 430406	10/5/2023	\$ 472.00 \$ 606.50 \$ 530.75			
						431437 432671 <b>433692</b> *	12/7/2023 1/8/2024	\$ 619.50 \$ 515.75 <b>\$ 985.00</b>			
					Project Subtotal			\$ 8,120.25	Project Subtotal Remaining	\$ 2,879.75	
230504	3	1,2,3	Bluebird Redevelopment Project Reallocated project budget	\$ 35,300.00 \$ (5,300.00) \$ 30,000.00	Invoice Total	421224 422204 423197	3/13/2023 4/5/2023 5/4/2023	\$ 127.50 \$ 1,057.20 \$ 1,458.50			
				, 50,000.00		424160 425223	6/8/2023 7/6/2023	\$ 8,661.32 \$ 5,988.89			
						426202 427528 428410	8/2/2023 9/7/2023 10/5/2023	\$ 2,315.50 \$ 3,763.00 \$ 2,876.55			
					Project Subtotal  Invoice Breakdown			\$ 26,248.46	Project Subtotal Remaining	\$ 3,751.54	
	3	3	Brownfield Plan Amended Budget	\$ 5,000.00 \$ 2,000.00	Brownfield Plan	421224 422204	3/13/2023 4/5/2023	\$ 127.50 \$ 1,057.20			
				\$ 7,000.00		423197 424160	5/4/2023 6/8/2023 7/6/2023	\$ 193.50 \$ 600.25			
						425223 426202 427528	7/6/2023 8/2/2023 9/7/2023	\$ 195.00 \$ 841.50 \$ 1,660.50			
					Phase Subtotal	428410	10/5/2023	\$ 2,324.55 \$ 7,000.00	Phase Subtotal Remaining	\$ -	
	3-A# 1	1	Phase I ESA	\$ 3,000.00	Phase I ESA	423197 424160	5/4/2023 6/8/2023	\$ 1,176.50 \$ 1,823.50			
					Phase Subtotal			\$ 3,000.00	Phase Subtotal Remaining	\$ -	
	3-A# 1	2	Pre-Demolition Asbestos Survey	\$ 12,000.00	Asbestos Survey	423197 424160 425223	5/4/2023 6/8/2023	\$ 88.50 \$ 6,237.57 \$ 5,617.89			
					Phase Subtotal	425223	7/6/2023	\$ 5,617.89	Phase Subtotal Remaining	\$ 56.04	
	3-A# 1	2	Phase II ESA (Conceptual) Reallocated budget	\$ 15,300.00 \$ (7,300.00)	Invoice Breakdown Phase II ESA	425233 426202	7/6/2023 8/2/2023	\$ 176.00 \$ 1,474.00			
			rteallocated budget	\$ 8,000.00	Bl. O.L.	427528 428410	9/7/2023	\$ 2,102.50 \$ 552.00		0.005.50	
231190	4	1	Centerville Township Dump Site	\$ 3,000.00	Phase Subtotal Invoice Total	425224	7/6/2023	\$ 4,304.50 \$ 198.00	Phase Subtotal Remaining	\$ 3,695.50	
				,	Project Subtotal	426203	8/2/2023		Project Subtotal Remaining	\$ -	
		1	Phase I ESA	\$ 3,000.00	Invoice Breakdown Phase I ESA	425224	7/6/2023	\$ 198.00			
						426203	8/2/2023	\$ 2,802.00			
231191	-		Device the University 200 Harmon Rd Cottons Rev	\$ 13,100.00	Phase Subtotal	405005	7/0/0000	\$ 3,000.00	Phase Subtotal Remaining	\$ -	
231191	5	2	Peninsula Housing-980 Herman Rd, Suttons Bay	\$ 13,100.00	Invoice Total	425225 426204 427529	7/6/2023 8/2/2023 9/7/2023	\$ 257.00 \$ 294.50 \$ 8,738.12			
						428411 430407		\$ 1,439.90 \$ 777.00			
					Project Subtotal  Invoice Breakdown			\$ 11,506.52	Project Subtotal Remaining	\$ 1,593.48	
		2	Pre-Demolition HMI	\$ 13,100.00		525225 426204	7/6/2023 8/2/2023	\$ 257.00 \$ 294.50			
						427529 428411 430407	9/7/2023 10/5/2023 11/9/2023	\$ 8,738.12 \$ 1,439.90 \$ 777.00			
					Phase Subtotal			\$ 11,506.52	Phase Subtotal Remaining	\$ 1,593.48	
240201	8	2,3	Former Empire Schoolhouse Restoration Project	\$ 6,000.00	Invoice Total Project Subtotal	433693*	2/13/2024	\$ 900.50 \$ 900.50	Project Subtotal Remaining	\$ 5,099.50	
		2	Eligibility	\$ 500.00	Invoice Breakdown Eligibilty	433693	2/13/2024	\$ 356.50			
			<i></i>	, 500.00	Phase Subtotal	400093	41014024	\$ 356.50	Phase Subtotal Remaining	\$ 143.50	
		2	Due Care Planning	\$ 3,000.00	Due Care Planning	433693	2/13/2024	\$ 544.00			
				J J,000.00	230 Gare Manning	453093	411314024	\$ 544.00 \$ 544.00	Phase Subtotal Remaining	\$ 2,456.00	
		3	Brownfield Evaluation	\$ 2,500.00	Browfield Evaluation			•	Dhasa Culst-t-1 D	e 0.505.55	
								\$ - 	Phase Subtotal Remaining	\$ 2,500.00	
232213	7	1,2	Empire Dowtown Revitization/Former Empire Lumberyard	\$ 42,100.00	Invoice Total Project Subtotal	433690*	2/13/2024	<b>\$ 2,727.50</b> \$ 2,727.50	Project Subtotal Remaining	\$ 39,372.50	
		1	Eligibility and Phase I ESA	\$ 3,500.00	Invoice Breakdown Eligibilty/Phase I ESA	433690	2/13/2024		Dhara C. L		
					Phase Subtotal			\$ 1,536.50	Phase Subtotal Remaining	\$ 1,963.50	
		2	Due Care Planning	\$ 3,000.00		433690	2/13/2024				
		2	Hazardous Materials Inspections	\$ 15,600.00	Phase Subtotal	433690	2/13/2024	\$ 382.00 \$ 809.00	Phase Subtotal Remaining	\$ 2,618.00	
				10,000.00	Phase Subtotal	-10000	L, . U, E U E 4	\$ 809.00	Phase Subtotal Remaining	\$ 14,791.00	
		2	Phase II ESA (Conceptual)	\$ 20,000.00	Phase II ESA Phase Subtotal			\$ -	Phase Subtotal Remaining	\$ 20,000.00	
232214	6	1	Four Land Bank Parcels	\$ 12,800.00	Invoice Total	433686*	2/13/2024	\$ 3,326.00			
					Project Subtotal			\$ 3,326.00	Project Subtotal Remaining	\$ 9,474.00	
					Invoice Breakdown						
		1	Eligibility and Phase I ESAs	\$ 12,800.00	Eligibilty/Phase I ESA Phase Subtotal	433686	2/13/2024	\$ 3,326.00 \$ 3,326.00	Phase Subtotal Remaining	\$ 9,474.00	
			Approved Project Budgets Subtotal	\$ 127,500.00 \$ 115,500.00	Invoice Total	dant Person		\$ 59,315.71	Budgets Remaining	\$ 62,884.29	
			Estimated Contractual Budget Remaining  Project Budgets Returned	\$ 115,500.00	Actual Contractual Bu and un-invo			\$ 183,684.29	Check	\$ 243,000.00	
230504	3	2	Bluebird Redevelopment Project  Available Contractual Budget Remaining	\$ 5,300.00 \$ - \$ 120,800.00							
			Avanable Contractual Budget Kemaining	120,800.00							
			Notes:								Decr
					<del></del>						Page 1





## Memo

TO: Dan Heinz, Board Chair – Leelanau County Brownfield Redevelopment Authority

**FROM:** Therese Searles and Jeff Hawkins

DATE: February 27, 2024

**RE:** FY22 EPA Grant Updates and Invoices

This memorandum serves to provide information regarding updates and invoices that are being presented to the Leelanau County Brownfield Redevelopment Authority (LCBRA) for activities and services rendered on various projects related to the EPA Brownfield Assessment Grant (4B-00E03213-0).

#### 1. QAPP

Project No: 230506 - W.O. # 1

#### **Update:**

Preparation of the QAPP is complete and has been submitted to and approved by the USEPA. QAPP self-certification was found to be complete and satisfactory on May 8, 2023. Work Order No. 1, Amendment No. 1 is being presented for consideration this month to complete the Annual Updates required to keep the QAPP document in compliance. Updates will include switching out the Grant Program Manager to the Interim Brownfield Director, updating laboratory certifications, Quality Assurance (QA) documents, and Standard Operating Procedures (SOPs). Invoices for consideration this month include initial preparation of the annual update document and discussions with the USEPA Project Officer regarding timing of submittal. One of the approved laboratories is in the process of updating QA procedures and SOP documents. Once complete, the Annual Update will be submitted to the Interim Brownfield Director to submit to the USEPA prior to the May 8, 2024 deadline.

#### **Project Invoices for Consideration:**

Invoice #433685 (\$486.48)

## 2. Community Outreach and Programmatic

Project No: 230505 - W.O. # 2, Amendment No. 1

#### Update:

Programmatic activities relate to preparing work orders, preparing meeting materials, setting up/inputting ACRES information, and communications with the Director of the LCBRA regarding implementing the grant activities. Activities included in this month's invoice for consideration include preparing meeting materials and updates to ACRES.

#### **Project Invoices for Consideration:**

Invoice #433692 (\$985.00).

## 3. Bluebird Redevelopment Project - 102 & 103 E. River St. and 101 E. Main St., Leland, MI Project No: 230504 – W.O. # 3, Amendment #1

#### Update:

Skip (Daryl) and Lynn Telgard submitted a project application to the LCBRA for their Bluebird Redevelopment Project in Leland. The Bluebird restaurant, designated as "functionally obsolete" by the Township Assessor, will be rebuilt as a smaller restaurant with a rentable commercial space, occupying less land and located closer to the river. The adjacent former Early Bird restaurant will be redeveloped as well. Private investment is anticipated at \$6,200,000 for both phases of redevelopment, retaining 27-30 local jobs and creating another 8-14 part-time positions. The developers have requested support from the LCBRA through the preparation of a brownfield plan, completion of a Phase I ESA, Pre-Demolition Asbestos Surveys and a Phase II ESA. A petroleum eligibility determination was received from EGLE for the use of petroleum grant funds on March 16, 2023 and EPA has concurred with the LCBRA's eligibility demonstration for the use of hazardous substance grant funds as of March 22, 2023. EPA accepted the HASP and approved the SAP on May 18, 2023. The asbestos survey activities are complete and reports have been issued. The Phase I ESA is complete and identified one Recognized Environmental Condition (REC) pertaining to remaining tank(s) closed in place and the lack of assessment to determine whether impacts to the subject property exist as a result of these tank(s). The GPR Survey is complete and has been furnished to the LCBRA. UST Site Assessment sampling is recommended when the tanks are removed, anticipated to be concurrent with demolition of the Early Bird structure in a few years. The County Board of Commissioners formally adopted the Brownfield Plan at the November 21, 2023 meeting. The LCBRA approved the text of the Development and Reimbursement Agreement at the December 19, 2023 meeting and authorized staff to handle attachments at the administrative level. The final document has been signed by the LCBRA and the developer with a notary present.

#### **Project Invoices for Consideration:**

N/A

4. Centerville Township Dump – Centerville Township, MI Project No: 231190 – W.O. # 4

#### **Update:**

The Phase I ESA is complete and identified one Recognized Environmental Condition (REC) associated with the known historic unregulated landfill in the vicinity of the Subject Property from at least the 1930s to late 1970s. Historical resources indicate a majority of the landfilling activities occurred south of the Subject Property; however, a small area (approximately 6,000 square feet) of potential landfilling activities may have been located in the northwestern portion of the Subject Property. There is not a requirement for further assessment and at this point, the grant funded activities approved in Work Order #4 are complete. However, redevelopment planning may warrant further assessment especially if the use of a well for water consumption is anticipated. The Township is currently experiencing a change in governmental leadership. The outgoing Director of the LCBRA reached out to the Township to determine if they will be seeking additional support from the LCBRA for additional assessment. No further assessment is anticipated at this time.

#### **Project Invoices for Consideration:**

N/A

5. Peninsula Housing – 980 Herman Road, Suttons Bay, MI

Project No: 231191 - W.O. # 5

#### **Update:**

Peninsula Housing, a Michigan non-profit Corporation, is redeveloping an over 10-acre old farmstead with a house, barn, and other outbuildings located in Suttons Bay, Michigan. The existing buildings are unusable and need to be demolished for redevelopment plans. There is known lead-based paint in the house. The house and other structures have the potential to contain asbestos, which needs to be determined prior to demolition.

Peninsula Housing proposes to develop up to 80 housing units on the site in a mix of rental an owner-occupied apartments, duplexes, etc. beginning in 2024/2025. Current zoning allows two-story, multi-family development at a density of 8 units/acres as special land use. Redevelopment is anticipated to be completed by 2028.

Peninsula Housing is seeking funding support from the Leelanau County Brownfield Redevelopment Authority (LCBRA) for the completion of a Pre-Demolition Hazardous Materials Inspection, inclusive of an asbestos survey and universal waste inventory which the LCBRA approved at the June LCBRA meeting. Some assessment work has already been completed on the property. Since there is already knowledge of lead-based paint, no further scope of work related to a lead assessment is proposed. There is also knowledge of lead and arsenic in soil, and a Baseline Environmental Assessment (BEA) has already been completed.

There is potential for Peninsula Housing to request grant funding assistance for cleanup planning and/or the preparation of a Brownfield Plan to reimburse certain eligible brownfield costs. Based on the anticipated redevelopment, there are expected brownfield eligible activities that may include lead and asbestos abatement, building and site demolition, and potentially soil management activities. Other funding sources are being sought to leverage different portions of the project. The outcome of any other fundings source requests used to support the project and results of the Pre-Demolition Hazardous Materials Inspection will inform the decision to consider preparation of a Brownfield Plan.

An Eligibility Demonstration was prepared and submitted to the USEPA on June 29, 2023. Eligibility was confirmed on July 11, 2023. Fishbeck prepared the Health and Safety Plan (HASP), which was accepted, and Sampling and Analysis Plan (SAP), which was approved by the EPA on August 2, 2023. The field work for the Pre-Demolition HMI was completed on August 23-25,2023. Analytical results were received and evaluated. The Hazardous Materials Inspection report has been finalized and sent to the LCBRA and Peninsula Housing. A copy of the report was also forwarded on to the USEPA. Five structures exist on the property. Five types of miscellaneous non-friable asbestos-containing materials were identified, associated with two of the structures: the house and the farmhand housing building. All grant funded activities approved in Work Order #5 are complete. Further discussions are needed to assess redevelopment needs and other leveraged funding but initial communication with the developer indicates that Peninsula Housing will be seeking additional support from the LCBRA. However, there is no current ask on the table for additional support.

#### **Project Invoices for Consideration:**

N/A

6. Four Land Bank Parcels – Leelanau County, MI Project No: 232214 – W.O. # 6 Update:

The Leelanau County Land Bank Authority acquired four parcels through tax foreclosure that it intends to sell to Homestretch for needed affordable housing developments. All four parcels are vacant land scattered throughout the county and identified as 4795 S. Manor Drive, Lot 33 Blue Ridge, Lot 269 Cherry Home Shores, and Lot 3 Omena Bay Resort. There is little to no information known regarding previous operations or environmental

conditions of the sites. The LCBRA chose to support the project application at the December 19, 2023 regular meeting and directed Fishbeck to begin the eligibility process. Fishbeck has prepared, and the interim Brownfield Director has submitted, the eligibility demonstrations to the USEPA. As the parcels are not adjacent and contiguous pieces of property, four separate eligibility demonstrations were prepared. Based on proposed State and Federal funding anticipated to be sought for the redevelopment, a Phase I ESA will be needed. Work Order 6 was approved at the January LCBRA meeting including preparation of four separate Phase I ESA documents, compliant with the ASTM Standard and the rules for All Appropriate Inquiry. Fishbeck initiated Phase I ESA activities immediately upon authorization to proceed and concurrence on the eligibility determination from the USEPA (January 17 and 19, 2024). Completion of the Phase I ESAs will also inform if any environmental assessment is recommended based on any Recognized Environmental Conditions (RECs) that may be identified in the Phase I ESAs. While specific funding programs and institutions are still being evaluated for the redevelopment side of the project, Homestretch has indicated that Huntington Bank will likely be involved in financing some redevelopment portions of the project. Huntington Bank has additional scope requirements for a Phase I ESA beyond the ASTM Standard requirements. Specifically, Fishbeck has identified four main additions that Huntington Bank would require: performing a formal environmental lien search, threatened and endangered species review, review of wetland maps, and a formal vapor encroachment screening. Fishbeck has prepared Work Order No. 6, Amendment No. 1 for the Board's consideration this month to address the additional scope items. Preparation of the four Phase I ESA documents is well underway. Fishbeck will immediately initiate the additional scope items upon authorization to proceed.

#### **Project Invoices for Consideration:**

Invoice #433686 (\$3,326.00)

# 7. Empire Downtown Revitalization – Former Empire Lumberyard-Six Parcels, Empire, MI Project No: 232213 – W.O. # 7 Update:

Empire Associates, LLC was formed in 2014 with the intent of revitalizing property in the downtown of the Village of Empire. At the December 19, 2023 regular meeting, the LCBRA chose to accept a project application, submitted by Empire Associates, LLC for the former Empire Lumber Yard property. The property proposed for redevelopment consists of six parcels: 11712 S. Lake Street, 11728 S. Lake Street, 11738 S. Lake Street, and unnamed parcels on S. Lake Street (Tax ID: 041-824-056-10 and 041-451-014-15) and Storm Hill Drive (PID: 041-451-014-15).

Historically, the property was utilized as an Ace Hardware, lumber yard, and livery which is associated with the prior lumber industry. The property is currently developed with a 7,400 sq. ft. livery barn, 11,000 sq. ft. unoccupied hardware store, 8,000 sq. ft. pole barn, and two open air sheds. All business activity stopped on the site over 15 years ago and the property remains vacant and deteriorating. The property, 11738 S. Lake Street, is listed in the leaking underground storage tank database (Facility ID 50002285). A Restrictive Covenant is currently in place on the property, restricting groundwater withdrawal.

The developer intends to demolish obsolete unstable structures and evaluate clean up of the site to support redevelopment. It is also unknown whether asbestos-containing materials are present which will need to be determined prior to demolition. Implementation of a wastewater treatment system and site utility infrastructure plan to support redevelopment is anticipated. The developer plans to redevelop the property into a town square, retail space, offices, public area, and mixed income housing. To assist the developer with the safe reuse of this site, the Brownfield Redevelopment Authority intends to utilize USEPA assessment grant funds to evaluate environmental conditions that may affect redevelopment plans. *Work Order 7 was approved by the LCBRA in* 

January 2024 to include the completion of a Phase I Environmental Site Assessment (ESA), Hazardous Materials Inspections (HMI) for all structures located on the property (i.e. Pre-Demolition Asbestos Surveys and paint chip sampling), Due Care planning activities, and a conceptual Phase II ESA scope and budget. Site eligibility was determined by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) on January 11, 2024, and confirmed by the USEPA on January 26, 2024. A Health and Safety Plan (HASP) and a Sampling and Analysis Plan (SAP) for completion of the HMI was prepared the USEPA approved the SAP on February 9, 2024. The Phase I ESA is underway and the field services for the HMI were completed the week of February 12, 2024. Once laboratory results are received, the HMI report will be prepared. The Due Care Planning activities are underway.

#### **Project Invoices for Consideration:**

Invoice #433690 (\$2,727.50)

8. Former Empire Schoolhouse Restoration Project - Empire, MI Project No: 240201 – W.O. # 8

Update:

Joe and Elizabeth Van Esley have submitted a project application for the LCBRA's consideration requesting support for the redevelopment of the former Empire Schoolhouse. The project site consists of two parcels (041-300-036-00 and 041-300-049-00) located in the Village of Empire. The Van Esleys plan a historic restoration of the property with a multi-use community center, coffee shop, and DC fast charging station. Some environmental assessment has already been completed on the site. There is known mercury contamination in the septic tank and asbestos and lead have been identified in the structure. A Baseline Environmental Assessment has already been filed with the State of Michigan. The LCBRA approved the project application and Work Order No. 8 in January 2024 for Due Care planning activities and a Brownfield Plan evaluation. Concurrence with the LCBRA's determination of brownfield eligibility on the site was received by the USEPA on February 1, 2024. Due Care Planning and Brownfield Evaluation activities have been initiated.

**Project Invoices for Consideration:** 

Invoice #433693 (\$900.50)

#### Leelanau County Brownfield Redevelopment Authority General Services Budget and Cost Summary

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Project	w.O.	Activity Site/Phase	Budget Estimates Total		Invoice No.	Invoice Date	Total Invoiced Amount	Project Budge		Project
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230507	1-GES	Tax Increment Tracking and Annual Reporting (2023	\$ 4,900.00	Invoice Total	421222	3/13/2023	\$ 333.75			
BT1					422202 230507	4/5/2023 5/8/2023	\$ 63.75 \$ 283.50			
					424163	6/8/2023	\$ 283.50 \$ 126.00			
					425212	7/6/2023	\$ 892.00			
					426200	8/2/2023 9/7/2023	\$ 605.00 \$ 1,573.40			
					427526 428408	10/5/2023	\$ 1,573.40			
					430405	11/9/2023	\$ 63.00			
					431436	12/7/2023	\$ 917.40			
				Project Subtotal			\$ 4,899.80	Project Subtotal Remaining	\$ 0.20	
				Invoice Breakdown						
		Statement of Account and Reimbursement Analysis								
		Preparation (2023)	\$ 3,700.00	Stmt of Acct/RA	421222 422202	3/13/2023 4/5/2023	\$ 333.75 \$ 63.75			<u> </u>
					423195	5/8/2023	\$ 147.00			
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		Tax Increment Tracking and Annual Reporting								
230507	1-GES, A-1	(Amendment No. 1-2024)	\$ 6,000.00	Invoice Total	432670	1/8/2024	\$ 745.00			
BT2				Invoice Total	433691*	2/13/2024	\$ 1,080.50			
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				Project Subtotal			\$ 1,825.50	Project Subtotal Remaining	\$ 4,174.50	
				Invoice Breakdown						<b> </b>
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230894	2-GES	General Consulting	\$ 6,000.00	Invoice Total	423194	5/4/2023	\$ 59.00			
BT1		Amendment #1	\$ 6,000.00 \$ 12,000.00		425213 426199	7/6/2023 8/2/2023	\$ 59.00 \$ 88.50			<b>——</b>
			Ψ 12,000.00		427537	9/7/2023	\$ 646.00			
					428407	10/5/2023	\$ 263.50			
					430404	11/9/2023	\$ 1,089.75			
	-				431434 432669	12/7/2023 1/8/2024	\$ 2,041.00 \$ 2,137.25			
					433689	2/13/2024	\$ 1,107.00			
				Project Subtotal				Project Subtotal Remaining	\$ 4,509.00	
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		Approved Project Budgets Subtota	\$ 22,900.00	Total Expended			\$ 14,216.30	Budgets Remaining	\$ 8,683.70	
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## **LEELANAU COUNTY**

# BROWNFIELD REDEVELOPMENT AUTHORITY PROGRAM

## POLICIES AND PROCEDURES

Approved – February 27, 2024 <del>Jan</del>January 16, 2024

## **INTRODUCTION**

The Michigan Brownfield Redevelopment Financing Act (Public Act 381 of 1996, as amended) (PA 381) authorizes counties to create brownfield redevelopment authorities as a corporate public body that possesses all the powers necessary to carry out the purpose of its incorporation. An authority established by a county shall exercise its powers with respect to eligible property within a city, village, or township within the county only if that city, village, or township has concurred with the provisions of a brownfield plan that apply to a specific eligible property within the city, village, or township.

The Leelanau County Brownfield Redevelopment Authority (**LCBRA**) was created by the Leelanau County Board of Commissioners and is managed by the Board of Directors of the **LCBRA**, except as otherwise provided by statute or the Authority Bylaws. The **LCBRA** is responsible for the implementation and management of various brownfield incentives and tools including tax increment financing through Brownfield Plans, pursuit of and management of federal, state grants and loans, and implementation of the Leelanau County Local Brownfield Revolving Fund Program.

The purpose of this manual is to establish general principles on which sound decisions can be made and to determine specific parameters to guide the actions of the Leelanau County Brownfield Redevelopment Authority (**LCBRA**). Additionally, the Policies and Procedures provide instructions for applicants to the program.

Policies and procedures in this manual will be reviewed, adopted, and amended as needed by the LCBRA. The Authority Board has developed a set of Operational By-laws which in conjunction with Act 381, as amended and other applicable statutes of the State of Michigan will govern its activities and actions.

#### BROWNFIELD REDEVELOPMENT PROGRAM

The Leelanau County Brownfield Redevelopment Program brings together local, state, regional and federal agencies with private sector, non-profit and community organizations to improve the quality of life for residents throughout Leelanau County.

#### MISSION STATEMENT

The Leelanau County Brownfield Redevelopment Authority provides resources and expertise to help investigate, clean up, eliminate blight and return eligible properties to productive use for the benefit of the county, its communities, and its citizens.

#### **GOALS**

Redevelopment will improve the quality of life for residents by stimulating economic growth, creating new jobs, encouraging development of affordable housing and supporting community pride. Residents of the county and targeted areas will benefit from reduction of health risks and increased property values resulting from cleanup of contaminated sites. The LCBRA will work closely with local governments to identify viable community supported and driven redevelopment projects that will result from the transformation of contaminated, blighted, functionally obsolete and/or historic resource properties throughout the County.

## I. Programs Administered

It is widely recognized that there often is a greater cost associated with redeveloping Brownfield properties compared to undeveloped or uncontaminated property. The LCBRA, through a variety of mechanisms and authorizations, can provide significant incentives to facilitate the redevelopment of brownfield sites throughout the county. Eligible property, as defined by Act 381, is property that is primarily one or more of the following:

- a "facility" as defined by Part 201 of P.A. 451 of 1994, as amended (contaminated);
- Blighted (as determined by the local unit of government);
- Functionally obsolete (as determined by the local assessor);
- Historic resource
- Other listed eligible property as defined by Act 381.

The LCBRA assists in Brownfield Redevelopment activities at eligible properties through tax increment capture, grants, loans, and other incentives to assist with compensating for the costs related to various eligible Brownfield Redevelopment activities including:

- Department Specific Activities:
  - Phase I and II Environmental Site Assessments (ESAs), Baseline Environmental
    Assessments (BEAs), Due Care Activities, Response activities, removal and closure of
    Underground Storage Tanks (USTs), disposal of solid waste, dust control, removal and
    disposal of lake or river sediments, industrial cleaning, certain sheeting or shoring, lead,
    mold or asbestos abatement (when they pose an imminent and significant threat to
    human health)
- Preparation of Brownfield Plans and Act 381 Work Plans
- Brownfield Plan and Work Plan implementation
- Demolition that is not a response activity

• Lead, asbestos or mold abatement.

In addition, in a Qualified Local Governmental Unit (QLUG) or "Core Community" (*Southeast portion of Elmwood Township, only location in Leelanau County*), property under ownership or control of a Land Bank Authority, and former mills, the eligible activities listed above and:

- Infrastructure improvements
- Site preparation activities
- Quieting the title, conveying or selling property under control of a Local Unit of Government (LUG), Land Bank, or LCBRA or acquisition of property if for economic development purposes.

The eligibility of these activities is described in Public Act 381 of 1996, the Brownfield Redevelopment Financing Act, as amended, and guidance developed by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) formerly known as the MDEQ, Michigan Economic Development Corporation (MEDC) and the Michigan Strategic Fund (MSF).

The LCBRA administers the following programs to assist in these activities, depending upon funding availability and eligibility:

- Brownfield Plans utilizing tax increment financing.
- Local Brownfield Revolving Fund (LBRF) This fund is generated from the excess capture of
  tax increments through an approved Brownfield Plan. Preference is to use these funds for loans
  or grants for eligible activities on eligible properties (i.e., project will involve a Brownfield
  Plan). Loan terms and conditions will be outlined in a Loan Repayment Agreement. Only one
  loan and/or grant will be allowed per project.
- U.S. EPA Assessment Grant Funds (Hazardous Substances and Petroleum-Contaminated Sites)

   Used for eligible assessment activities at eligible properties. Preference is given to projects that create economic growth and increase taxable value.
- Access to State Grants and Loans As available, the LCBRA and/or County may secure Grants and Loans from the State of Michigan to assist in redevelopment of a site.
- Other funding sources.

Developer financing is the typical method to fund eligible activities. The developer is responsible for the upfront costs and is repaid through tax increment capture. The terms and conditions of this arrangement, which may or may not include interest, are set forth in a Development and Reimbursement Agreement.

Any data, information, or reports that are generated from activities conducted utilizing Federal, State, or Local grant funding will be shared with the applicable regulatory agencies and/or funding agencies.

## **II. Application Process**

The LCBRA has developed a Brownfield Project Application (Part 1 and Part 2) for those interested in access to funding or program support. The application form(s) must be completed by the applicant to initiate the Brownfield process by the LCBRA. Applications will be accepted on an ongoing basis. The applicant should provide a complete application (with appropriate fee) at least two weeks prior to the next regularly scheduled meeting in order to be heard at the next regularly scheduled meeting.

The Part 1 Application is the first step for <u>all</u> Brownfield redevelopment projects coming through the LCBRA. The Part 1 Application also allows for the applicant to request funding that *may* be available. Applicants are expected to provide a minimum of 10% of the funds required for any project. Approval of an application by the LCBRA is not approval of a Brownfield Plan and the requested tax increment financing (TIF) and/or other economic incentives. Application approval is required by the LCBRA in order to move forward with the process.

A Part 2 Brownfield Project Application Form is required if a Brownfield Plan, Act 381 Work Plan, (EGLE) Grant/Loan, MEDC Grant/Loan, EPA Revolving Loan, or Local Brownfield Revolving Funding is requested as a project incentive. All Brownfield applicants requesting approval of incentives under a Part 2 Application will be assessed a Fee (refer to Fee Schedule), which must be returned with an application. Both applications have an Application Checklist that identifies the items that must be included with a complete application. Project applications will not be reviewed until all items are completed.

Projects that are presented to the LCBRA for consideration of eligible activities and potential funding will follow the procedure outlined below:

- 1. An initial verbal inquiry or meeting with LCBRA staff will be scheduled to review the proposed project including estimated project investment, potential eligible activities and costs, funding needs and timing requirements. LCBRA staff will evaluate the project and determine if it would qualify for one of the incentive programs available. If LCBRA staff determines the project has merit, the developer will be invited to complete and submit a Part 1 Application.
- 2. Upon receipt of a complete Part 1 Application and applicable fee the LCBRA staff will present the application to the LCBRA Board for consideration.
- 3. If support is required for a Brownfield Plan/Act 381 Work Plan, (EGLE) Grant/Loan, MEDC Grant/Loan, EPA Revolving Loan, or Local Brownfield Revolving Funding and based on the Part 1 Application review, the LCBRA staff will invite the interested party to complete and submit a Part 2 Application.
- 4. Upon receipt of a complete Part 2 Application and applicable fee the LCBRA staff will present the application to the LCBRA Board for consideration.

- 5. If the LCBRA Board recommends approval of the application, the applicant can proceed with the development of a Brownfield Plan.
- 6. The applicant will contract with environmental consultants and others to prepare all information necessary for the Brownfield Plan, Act 381 and/or MSF Work Plan, and (EGLE), LUG and LCBRA approvals.
- 7. Upon receipt of a draft Brownfield Plan, LCBRA staff will review the Plan and will present the Brownfield Plan to the LCBRA or request additional information from the applicant.
- 8. Upon receipt of a LCBRA approved Brownfield Plan, the LCBRA staff will negotiate a draft Development and Reimbursement Agreement with the Developer (subject to final approval of the Brownfield Plan and Act 381 Work Plan, if applicable) and present the agreement to the LCBRA for approval.
- 9. Once a Development and Reimbursement Agreement is approved, the developer and staff will present the Brownfield Plan to the LUG for approval.
- 10. If the LCBRA and LUG approve the Brownfield Plan, the LCBRA will recommend approval to the County Board of Commissioners requesting that a public hearing date be established with the appropriate notices.
- 11. Any eligible costs related to a Brownfield project incurred by the LCBRA will be included in a Brownfield Plan for reimbursement including allowable administrative costs. Additionally, the LCBRA intends to capture the allowed five full years of excess capture into their LBRF.
- 12. If it is necessary to pursue other Federal or State grant or loan funding or an Act 381 Work Plan for the capture of school taxes, all applications/work plans will be coordinated and submitted by the LCBRA and depending on whether the Applicant completes the application to the various agencies, the applications will be subject to approval by the LCBRA and the application may be subject to additional application fees.
- 13. Upon completion of a successful public hearing and acceptance of the Brownfield Plan by the Board of Commissioners, the Developer can proceed with the project as outlined in the Application and Development Agreement.
- 14. The LCBRA reserves the right to accept or reject all applications for assistance under this program.

## III. Fees

The LCBRA is responsible for establishing all fees and cost shares related to Brownfield Applications and projects. The LCBRA reserves the right to modify this fee schedule as needed and changes will be authorized by the LCBRA Board. Refer to the LCBRA's Fee Schedule for all applicable fees and related policy.

#### IV. DEVELOPMENT AND REIMBURSEMENT AGREEMENTS

Developer financing is the typical method to fund brownfield eligible activities. The developer incurs the upfront costs and is repaid through tax increment capture. The terms and conditions of this arrangement, which may or may not include interest, are set forth in a Development and Reimbursement Agreement. If other funding is made available for a project, i.e. (EGLE) grant and/or loan, LCBRA loan, etc., a Development and Reimbursement Agreement will also be required.

#### BROWNFIELD REDEVELOPMENT TRANSACTION COSTS

Costs and expenses related to the authorization, execution, administration, oversight, or fulfillment of the LCBRA's obligations as allowed by Act 381 and incurred as a result of assistance to a brownfield redevelopment project shall be borne by the developer. These costs and expenses shall be defined in an executed Development and Reimbursement Agreement between the LCBRA and the developer. These transaction costs include, but are not limited to:

- 1. direct or indirect fees and expenses incurred as the result of an application;
- 2. amendment to a brownfield plan;
- 3. review of a proposed brownfield development project and/or plan;
- 4. approval of a proposed brownfield development project and/or plan;
- 5. printing costs;
- 6. costs of reproducing documents;
- 7. filing and recording fees;
- 8. attorney fees;
- 9. financial expenses;
- 10. insurance fees and expenses;
- 11. administration and accounting for loan proceeds and tax incrementrevenues,
- 12. oversight and review;
- 13.all other costs, liabilities, or expenses related to preparation and execution of or enforcing of brownfield plans, Act 381 (EGLE)/MEDC work plans, any and all agreements with a developer;

14. and any other costs, charges, expenses, and professional and attorney fees in connection with the foregoing.

If the LCBRA (i) incurs costs and expenses on behalf of a developer with respect to a project, and (ii) the developer initiates, participates in or supports any proceeding or process which results in a reduction of the tax increment capture for a project from that projected and along the same term as contained within a Brownfield Plan, the developer shall indemnify and fully reimburse the LCBRA for the costs and expenses or reduction in revenue from what was projected as the tax increment capture.

#### CONDITIONS PRECEDENT TO OBLIGATIONS

The obligations to conduct Eligible Activities or reimburse for them are subject to the following conditions which must be satisfied by the developer prior to execution of a development and reimbursement agreement between the developer and the LCBRA.

- An affidavit stating that no action, suit, proceeding or investigation involving the developer is pending or before any court, public board related to this development or any previous development project, which could result in an adverse decision having one or more of the following effects:
  - a) A material adverse effect upon the ability of the LCBRA to collect and use Tax Increments to pay the obligations under a brownfield plan or development agreement.
  - b) A material adverse effect on a party's ability to comply with the obligations and terms of an agreement, a brownfield plan, or an Act 381 Work Plan.
- 2. There shall have been no Event of Default or Breach by the developer and no action or inaction by such party, which, with the passage of time, could become an Event of Default.
- 3. The developer shall have performed all of the terms and conditions to be performed pursuant to the terms of an agreement, a brownfield plan, or an Act 381Work Plan.
- 4. Tax increment revenues and other needed revenues which are assured from actual development, imminent development, or contractual obligations.
- 5. Approval of an Act 381 Work Plan by the MEDC and/or EGLE, if applicable, as required by law.
- 6. Any party receiving assistance shall comply with all applicable local, state and federal laws and regulations.
- 7. The owner shall not be in default to the County with respect to the owner's covenants and obligations to the County under an agreement, a brownfield plan, or an Act 381 Work

es and Procedures Plan.		

- 8. The LCBRA will not enter into any contract or sub award with parties that are debarred, suspended or excluded from Federal assistance.
- 9. The current owner of the property has executed, or agreed that they will execute, conveyance documents for the sites necessary for the developer to construct and maintain the property and/or facilities as presented to the LCBRA.

#### REIMBURSEMENT CONDITIONS

The reimbursement (debt obligation) of LCBRA to a party in a Development and Reimbursement Agreement is subject to the following conditions applicable to that party:

- 1. Approval by the LCBRA, local jurisdiction, and Leelanau County Board of Commissioners of the Brownfield Plan, including any amendments or supplements.
- 2. Approval by LCBRA and EGLE or MEDC of the Act 381 Work Plan, if applicable, including any amendments or supplements.
- 3. The developer shall have performed all the covenants, obligations, terms and conditions pursuant to the Development and Reimbursement Agreement.
- 4. Required documentation shall be submitted to the LCBRA confirming that the developer is current with respect to real and personal property taxes levied on those portions of the development that are subject to such taxes and owed by the developer/owner on or before the date taxes are payable, without interest or penalty. Failure to stay current with real and personal property taxes shall result in termination of all agreements between the LCBRA and the developer, and all obligations to the LCBRA shall become immediately due in full.
- 5. In the event a developer, or any other owner of any portion of a property, files an appeal with the Michigan Tax Tribunal, related to the taxable value of parcels of property included in a Brownfield Plan, the LCBRA shall do the following:
  - a. The LCBRA will remit Tax Increment Financing Reimbursement payments based upon the lowest taxable value being sought pursuant to theappeal;
  - b. Any Tax Increment Revenue that is collected but not remitted as a result of a tax appeal shall be held in a separate account of the LCBRA until the pending appeal is adjudicated;
  - c. Once any tax appeals are adjudicated, the LCBRA will either return the escrowed funds to the local unit in compliance with any tax appeal rulings or will make payments pursuant to the policies and procedures contained herein.
- 6. The developer shall provide proof of ownership with title, easement, or other property interest of the development property required for eligible activities or infrastructure, if applicable.

- 7. The developer shall provide the LCBRA with a list of any potentially responsible party (PRP) for the contamination on the property.
- 8. Owner and developer shall provide to the LCBRA any sworn written waivers of liens by consultants, contractors, and subcontractors who may be providing services for their respective eligible activities.
- 9. If expressly written in the Brownfield Plan and approved by the LCBRA, local jurisdiction, and Leelanau County Board of Commissioners, and to the extent captured revenues are available, and as allowed by Act 381 and EGLE/MSF policy, the LCBRA may allow interest as an eligible expense on a case-by-case basis using the following guidelines:
  - a. The LCBRA Board will consider employment, total investment, developer return on investment, and length of reimbursement when considering interest expense for a project.
  - b. If interest expense is granted, a maximum of 3% simple interest is calculated from the date of the first approved eligible expenses.
  - c. Interest will be calculated based on the total remaining non-interest eligible expense approved at the end of each calendar year.
  - d. The cumulative interest expense cannot exceed 20% of the total reimbursable expenses.
  - e. Principal is paid before interest.
  - f. Terms and conditions of the payment of interest will be defined in the development and reimbursement agreement.

#### REIMBURSEMENT PROCESS

Applicants who have successfully completed a project and seek reimbursement shall prepare a Reimbursement Package for submittal to the LCBRA Staff. The Reimbursement Package shall be provided to LCBRA staff within 12 months of completion of the project. The Reimbursement Package shall contain the following:

- a.) A cover letter shall be included with each reimbursement request. This letter shall be signed by the property owner. The letter should include the following items:
  - Project name and location where the work was performed
  - Description of work
  - Total amount requested
  - Name and address of the owner (person or entity/entities) who is to receive payment

- b.) A letter from an environmental professional shall be included with each reimbursement request with the following certifications and information, as applicable:
  - The environmental professional shall certify that the reimbursement request is an eligible expense under Act 381, as amended.
  - Project name and address where the work was performed
  - Description of work
  - Certification that the work was performed as stated in the Brownfield Plan, Work Plan and/or Development and Reimbursement Agreement
  - Total amount requested
  - Cost breakdown by line item consistent with the budget in the Brownfield Plan, Work Plan and/or Development and Reimbursement Agreement
  - Signature and certification by an environmental professional regarding the above information
- c.) Copies of invoices, including detailed invoice sheets shall be provided for all expenses included in a reimbursement request.
- d.) Waivers of construction and material supplier liens
- e.) Upon request by the LCBRA, the developer or owner shall provide evidence that the work was completed, such as notes, reports, pictures of work performed or a letter from an engineer or environmental professional certifying that the work was performed.

If the person or entity/entities who is to receive payment is not the owner of record of the parcel(s) at the time of the reimbursement request, there shall be included in the reimbursement request a signed affidavit that the parcel owner of record authorizes the reimbursement to the other party.

Reimbursements shall not be paid to contractors or consultants who have worked on the project. Reimbursements shall be paid only to persons or corporations with an ownership interest in the parcel (or with the owner's consent, the development) at the time of request for reimbursement.

## V. POLICY ON TIF COLLECTION ANDDISBURSAL

The Owner and/or Developer of a brownfield site shall pay all real and personal property taxes levied on those portions of the Development that are subject to such taxes on or before the date said taxes become subject to interest or penalty.

Tax Increment Financing (TIF) shall be collected for a brownfield site as follows:

- After summer tax bills are released, and after winter tax bills are released, the County Treasurer, or designee, shall submit a written request to the local taxing jurisdiction requesting collection and release of TIF funds to the County Treasurer.
- 2 The County Treasurer shall verify funds collected and transfer said funds to the LCBRA account.
- 3. The County Treasurer shall provide a brief summary to the LCBRA of collected, and non-collected funds.

To the extent captured revenues from Tax Increment Financing (TIF) are available in the LCBRA account, reimbursement for Eligible Activities for a brownfield site shall be as follows:

- First, to be applied to the repayment of any amounts loaned to Owner and/or Developer under a Loan Agreement between the Owner and/or Developer and the LCBRA, and/or, to any loan received from the Michigan Department of Environment, Great Lakes, and Energy (EGLE), including a reasonable reserve for future payments to assure availability of funds.
- 2. Second, LCBRA administrative/operating and accounting costs and other eligible activities as incurred by the LCBRA, as allowed by law.
- 3. Third, to be applied to any amounts properly submitted by the Owner and/or Developer for Eligible Activity expenses, provided that the Owner and/or Developer is in compliance with the applicable agreements and instruments relating to the project.
- 4. Local Brownfield Revolving Fund.

The Owner and/or Developer shall keep all taxes and other accounts current, in order to be eligible for TIF reimbursement.

The LCBRA review and approval process for TIF Disbursement will be as follows:

**April** of each year – Review of requests. **May** of each year – Consider TIF Disbursal

October of each year – Review of requests.

**November** of each year – Consider TIF Disbursal

The above review and disbursal meetings will be held at a Regular scheduled LCBRA meeting. In the event a meeting is cancelled or all materials for the request are not available, they will be reviewed at the next Regular scheduled meeting. Requests will NOT be considered for projects that have unpaid taxes.

Under no circumstances will TIF reimbursement to the developer be made from the Delinquent Tax Revolving Fund.

## VI. Amendments to Policy

The Leelanau County Brownfield Redevelopment Authority reserves the right to amend this policy for any purpose which may include but are not limited to: improvements which serve to benefit the Brownfield Redevelopment Process; changes in law and other applicable regulations on a local, state or federal level; and organizational changes affected by the County.

Changes to the policy will be approved by the Brownfield Redevelopment Authority and made available to the community at large through its Web site and other mechanisms available to the Authority.





**Subject Matter:** Quality Assurance Project Plan (QAPP)

Services."

## **Work Order**

Applicable to Agreement for Services Dated February 21, 2023

Work Order Number 1, Amendment No. 1 Dated February 20, 2024

#### Between

#### LEELANAU COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA) (CLIENT) 8527 E. GOVERNMENT CENTER DRIVE, SUITE 108 SUTTONS BAY, MI 49682

And

#### **FISHBECK** 2960 INTERSTATE PARKWAY, KALAMAZOO, MI 49048

Funding Source: FY22 EPA Brownfield Assessment Grant
Grant Work Plan Reference: Task 2: Phase II Environmental, Baseline Environmental Assessments/Due Care Plans
CLIENT requests that FISHBECK perform the work described below in accordance with the terms of the above-

referenced Agreement and as described in this "Scope of Services." FISHBECK will begin work on this Work Order and complete the services as described in the attached "Scope of

FISHBECK and CLIENT have designated the following representative(s) for this "Scope of Services": Jeffrey C. Hawkins (269) 342-1100/jhawkins@fishbeck.com

Phone & email Name of Firm (FISHBECK)

Dan Heinz, LCBRA Chair Name (Client) Leelanau County Planning Department Phone

If CLIENT accepts this Scope of Services, please sign this Work Order on behalf of CLIENT and return to the 

(231) 256-9812

	(
(CLIENT – Name & Signature)	(FISHBECK – Representative Name & Signature)
_CBRA	
ACCEPTED AND AGREED TO:	
Representative of FISHBECK noted above:	

## **Scope of Services**

Work performed under Work Order No. 1 included development of a Quality Assurance Project Plan (QAPP), a pre-QAPP conference call, communications as needed with U.S. Environmental Protection Agency (USEPA) staff to develop and affirm the quality and content of the QAPP, client communications, and miscellaneous expenses related to the development of the document.

## **Amended Scope of Services**

Preparation of the QAPP is complete and has been submitted to and approved by the USEPA. QAPP self-certification was found to be complete and satisfactory on May 8, 2023. Annual updates to the QAPP document are needed to document any changes such as grant contacts, laboratory procedures or certificates, or changes to Standard Operating Procedures (SOPs), etc.

#### **Amended Schedule**

The 2024 Annual Update to the QAPP is underway. However, one laboratory vendor is in the process of updating Quality Assurance (QA) and SOP documents. The USEPA has advised to submit the annual update once all information is up to date and prior to May 8, 2024. Fishbeck will be in communication with the laboratory and make final updates to the 2024 Annual Update as soon as updated lab information is received.

## **Compensation**

Compensation for services provided under this Work Order will be invoiced at the rates provided in the Agreement for Services between FISHBECK and CLIENT. Fishbeck completed the original scope of work for a lump sum of \$3,000. The Amended Work Order requests an additional budget of \$1,200 to create an annual update in 2024 and 2025.



#### **Payment Options**

Remit Wire/ACH payments to Acct: 100094457 ABA: 072413829 Remit checks to: 1515 Arboretum Drive, SE, Grand Rapids, Michigan 49546

Remittance Advice: accounts.receivable@fishbeck.com

616.575.3824

Federal I.D. No. 38-1841857 | Incorporated

Attention: Trudy Galla

**Leelanau County Brownfield Redevelopment** 

Authority

8527 East Government Center Drive, Suite 108

Suttons Bay, MI 49682-9718

**United States** 

**Invoice:** 433685 **Invoice Date:** 2/13/2024

**Project:** 230506

Project Name: LCBRA/FY22 EPA Grant QAPP

Bill Term: BT1

For Professional Services Rendered Through 1/31/2024

WO1

	Fee	% Complete	To Date	Previous	Current
BP - FY22 EPA Grant QAPP (Task 2)	3,000.00	100.00	3,000.00	3,000.00	0.00
Ann Update - Annual Update	1,200.00	40.54	486.48	0.00	486.48

 Current Billings
 486.48

 Amount Due This Bill
 486.48

**Billings** 

 Total Fee:
 4,200.00

 To Date Billings:
 3,486.48

 Total Remaining:
 713.52





#### **Work Order**

Applicable to Agreement for Services Dated February 21, 2023

Work Order Number 6, Amendment No. 1 Dated February 27, 2024

#### Between

LEELANAU COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA) (CLIENT) 8527 E. GOVERNMENT CENTER DRIVE, SUITE 108, SUTTONS BAY, MI 49682

And

#### FISHBECK 2960 INTERSTATE PARKWAY, KALAMAZOO, MI 49048

**Subject Matter:** Four Land Bank Parcels – Leelanau County, MI

Funding Source: FY22 EPA Brownfield Assessment Grant

Grant Work Plan Reference: Task 1: Phase I ESA

Jeffrey C. Hawkins

CLIENT requests that FISHBECK perform the work described below in accordance with the terms of the above-referenced Agreement and as described in this "Scope of Services."

FISHBECK will begin work on this Work Order and complete the services as described in the attached "Scope of Services."

269.342.1100/jhawkins@fishbeck.com

FISHBECK and CLIENT have designated the following representative(s) for this "Scope of Services":

Name of Firm (FISHBECK)	Phone & Email
<u>Dan Heinz, LCBRA Chair</u> Name (Client)	231.256.9812 Leelanau County Planning Department Phone
If CLIENT accepts this Scope of Services, please sign thi Representative of FISHBECK noted above:	s Work Order on behalf of CLIENT and return to the
ACCEPTED AND AGREED TO:	
LCBRA (CLIENT – Name & Signature)	(FISHBECK – Representative Name & Signature)
Date	Date

## **Scope of Services**

The Leelanau County Land Bank Authority acquired four parcels through tax foreclosure that it intends to sell to Homestretch for needed affordable housing developments. All four parcels are vacant land scattered throughout the county and identified as 4795 S. Manor Drive, Lot 33 Blue Ridge, Lot 269 Cherry Home Shores, and Lot 3 Omena Bay Resort. There is little to no information known regarding previous operations or environmental conditions of the sites.

Leelanau County Brownfield Redevelopment Authority (LCBRA) wishes to support the Land Bank Authority on behalf of the developer by conducting Phase I Environmental Site Assessment on each of the site utilizing EPA Assessment Grant funds.

### **Eligibility and Phase I ESAs**

The LCBRA chose to support the project application at the December 19, 2023 regular meeting and directed Fishbeck to begin the eligibility process. Fishbeck subsequently prepared, and the interim Brownfield Director submitted, the eligibility demonstrations to the USEPA. As the parcels are not adjacent and contiguous pieces of property, four separate eligibility demonstrations were prepared. Based on proposed State and Federal funding anticipated to be sought for the redevelopment, the LCBRA provided funding under WO#6 to prepare four separate Phase I ESA documents, compliant with the ASTM Standard and the rules for All Appropriate Inquiry. Fishbeck will update the ACRES database upon completion. Completion of the Phase I ESAs will also inform if any environmental assessment is recommended based on any Recognized Environmental Conditions (RECs) that may be identified in the Phase I ESAs.

## **Amended Scope of Services**

While specific funding programs and institutions are still being evaluated for the redevelopment side of the project, Homestretch has indicated that Huntington Bank will likely be involved in financing some redevelopment portions of the project. Huntington Bank has additional scope requirements for a Phase I ESA beyond the ASTM Standard requirements. Specifically, and applicable for this project, Fishbeck has identified four main additions that Huntington Bank would require: performing a formal environmental lien search, threatened and endangered species review, review of wetland maps, and a formal vapor encroachment screening. Thankfully, since these are undeveloped parcels of land, we will not need to complete additional lead and asbestos considerations that would also typically be required by Huntington. The amended scope of services will not create an additional deliverable. Rather the expanded scope will be included in each of the four Phase I ESA reports.

#### Schedule

Fishbeck initiated Phase I ESA activities immediately upon authorization to proceed and concurrence on the eligibility determination from the USEPA (January 17 and 19, 2024). The Phase I ESAs were anticipated to take approximately five weeks to complete and the standard ASTM scope is nearing completion. Once authorized, the amended scope of services will take an additional two to three weeks to complete.

## Compensation

Compensation for services provided under this Work Order will be invoiced at the rates provided in the Agreement for Services between FISHBECK and CLIENT. Fishbeck proposes to complete this work on a time and materials basis; however, Fishbeck will not incur additional costs beyond this Work Order without LCBRA's

Total Estimated Project Costs	\$ 16,800
Amendment No. 1 Scope (addresses Huntington items for all four parcels)	\$ <u>4,000</u>
Eligibility and Phase I ESAs (ASTM -four separate deliverables)	\$ 12,800
approval.	

# Claims & Accounts Feb 27 2024 Leelanau County Brownfield Redevelopment Authority

1.	Fishbeck – Invoice #433693 – Grant (Empire schoolhouse) 101.000000.801-201 Contractual	\$	900.50
2.	Fishbeck - Invoice #433686 - Grant (Land Bank parcels) 101.000000.801.201 Contractual		\$3,326.00
3.	Fishbeck - Invoice #433690 - Grant (Empire Lumber Yard) 101.000000.801.201 Contractual	\$	2,727.50
4.	Fishbeck - Invoice #433689 - Gen Services 101.000000.801.000 Contractual	\$	1,107.00
5.	Fishbeck – Invoice #433691 – TIF Tracking and Annual Reporting 101.000000.801-000 Contractual	\$	1,080.50
6.	Fishbeck - Invoice #433692 - Grant - Outreach 101.000000.801.201 Contractual	\$	985.00
	Total Claims & Accounts:	\$ 1	.0,126.50

\$7,939.00 - EPA Grant





Remit Wire/ACH payments to Acct: 100094457 Remit checks to: 1515 Arboretum Drive, SE, Grand Rapids, Michigan 49546

ABA: 072413829

Remittance Advice: accounts.receivable@fishbeck.com

616.575.3824

Federal I.D. No. 38-1841857 | Incorporated

Attention: Gail Myer

Leelanau County Brownfield Redevelopment

Authority

8527 East Government Center Drive, Suite 108

Suttons Bay, MI 49682-9718

**United States** 

Invoice: 433693

Invoice Date: 2/13/2024

**Project:** 240201

Project Name: LCBRA/Former Empire Schoolhouse

Restoration Project- Empier, MI

Bill Term: BT1

## For Professional Services Rendered Through 1/31/2024

WO #8

					Billings	
		Fee	Available	To Date	Previous	Current
Elig - Eligibility		500.00	500.00	356.50	0.00	356.50
Rate Labor	356.50					
DC Plan - Due Care Plannin	g	3,000.00	3,000.00	544.00	0.00	544.00
Rate Labor	544.00					
BP Eval - Brownfield Plan Ev	valuation	2,500.00	2,500.00	0.00	0.00	0.00
			Cu	rrent Billings		900.50
			Amount	Due This Bill		900.50



Project: 240201 - LCBRA/Former Empire Schooll	house Restoration Project- Empier, MI	Invoi	ce: 433693
Elig - Eligibility Rate Labor Class	Hours	Rate	Amount
Hydrogeologist	0.25	122.0000	30.50 V
Senior Geologist	1.00	122.0000	122.00 v
Senior Hydrogeologist	1.50	136.0000	204.00
	Total Rate Labor		356.50
Total Bill Task: Elig - Eligibility			356.50
DC Plan - Due Care Planning			,
Rate Labor			
Class	Hours	Rate	Amount
Senior Hydrogeologist	4.00	136.0000	544.00 ∨
	Total Rate Labor		544.00
		× ×	

Total Project: 240201 - LCBRA/Former Empire Schoolhouse Restoration Project- Empier, MI

900.50 🗸



Remit Wire/ACH payments to Acct: 100094457

ABA: 072413829

Remit checks to: 1515 Arboretum Drive, SE, Grand Rapids, Michigan 49546

Remittance Advice: accounts.receivable@fishbeck.com

616.575.3824

Federal I.D. No. 38-1841857 | Incorporated

Attention: Gail Myer

Leelanau County Brownfield Redevelopment

Authority

8527 East Government Center Drive, Suite 108

Suttons Bay, MI 49682-9718

**United States** 

Invoice: 433686

Invoice Date: 2/13/2024

Project: 232214

Project Name: LCBRA/4 Land Bank Parcels,

Leelanau County

Bill Term: BT1

For Professional Services Rendered Through 1/31/2024

Work Order #6

 Fee
 Available
 To Date
 Previous
 Current

 Elig/PH1 - Eligibility and Phase I ESA
 12,800.00
 12,800.00
 3,326.00
 0.00
 3,326.00

Rate Labor

1,786.00 \

Expenses

1,540.00

 Current Billings
 3,326.00

 Amount Due This Bill
 3,326.00



				100100. 433000
Elig/PH1 - Eligibility and Phase I ESA				
Rate Labor				
Class / Employee	Hours		Rate	Amount
Hydrogeologist				
Courtney Dunaj	0.75		118.0000	88.50
Production Support				
Ariane Savoy	1.50		86.0000	129.00 🗸
Shelbey Senkewitz	0.25		84.0000	21.00
<b>Total Production Support</b>	1.75		1000	9 50 150.00
Senior Engineering Specialist			(25	8.50 150.00
Andrew Schwallier	2.00		136.0000	272.00
Senior Geologist				
Therese Searles	4.25		118.0000	501.50
Staff Environmental Specialist				
Solomon Boisvert	9.00		86.0000	774.00
<b>Total Staff Environmental Specialist</b>	9.00			774.00 🗸
	Total Rate Labor			1,786.00
Expenses				•
Account / Vendor		Cost	Multiplier	Amount
Subconsultant				
EDR		1,400.00	1.10	1,540.00
	Total Expenses			1,540.00 🗸
Total Bill Task: Elig/PH1 - Eligibility and Phase I ESA				3,326.00

Total Project: 232214 - LCBRA/4 Land Bank Parcels, Leelanau County

3,326.00



Remit Wire/ACH payments to Acct: 100094457

ABA: 072413829

Remit checks to: 1515 Arboretum Drive, SE, Grand Rapids, Michigan 49546

Remittance Advice: accounts.receivable@fishbeck.com

616.575.3824

Federal I.D. No. 38-1841857 | Incorporated

Attention: Gail Myer

Leelanau County Brownfield Redevelopment

Authority

8527 East Government Center Drive, Suite 108

Suttons Bay, MI 49682-9718

**United States** 

Invoice: 433690

Invoice Date: 2/13/2024

Project: 232213

Project Name: LCBRA/Empire Lumber Yard

Bill Term: BT1

## For Professional Services Rendered Through 1/31/2024

#### Work Order #7

					Billings	
		Fee	Available	To Date	Previous	Current
Elig/PH1 - Eligibility and P	Phase I ESA	3,500.00	3,500.00	1,536.50	0.00	1,536.50
Rate Labor	1,536.50					
Due Care - Due Care Plani	ning	3,000.00	3,000.00	382.00	0.00	382.00
Rate Labor	382.00					
HMI - Hazardous Material	s Inspection	15,600.00	15,600.00	809.00	0.00	809.00
Rate Labor	809.00					
PH2 - Phase II ESA		20,000.00	20,000.00	0.00	0.00	0.00
			Cu	rrent Billings		2,727.50
			Amount	Due This Bill		2,727.50



Elig/PH1 - Eligibility and Phase I ESA			nvoice: 433690
Rate Labor			
Class / Employee	Hours	Rate	Amount
Hydrogeologist			
Courtney Dunaj	0.50	118.0000	59.00
Production Support			
Shelbey Senkewitz	0.75	84.0000	63.00 🗸
Senior Engineering Specialist			
Andrew Schwallier	0.75	136.0000	102.00 🗸
Senior Geologist			
Therese Searles	3.25	118.0000	383.50 🗸
Senior Hydrogeologist			
Erik Peterson	2.50	132.0000	330.00 🗸
Staff Engineer			
Carmine Finelli	2.00	106.0000	212.00 🗸
Staff Environmental Specialist			
Solomon Boisvert	4.50	86.0000	387.00 🗸
	Total Rate Labor		1,536.50
The state of the s			
	SA		1,536.50
Due Care - Due Care Planning Rate Labor	<b>SA</b> Hours	Rate	
Due Care - Due Care Planning Rate Labor Class / Employee		Rate	1,536.50 \rightarrow  Amount
Rate Labor Class / Employee			
Due Care - Due Care Planning Rate Labor Class / Employee Senior Geologist Therese Searles	Hours		Amount
Due Care - Due Care Planning Rate Labor Class / Employee Senior Geologist Therese Searles	Hours		Amount
Due Care - Due Care Planning Rate Labor Class / Employee Senior Geologist Therese Searles Senior Hydrogeologist		118.0000	118.00 ✓
Due Care - Due Care Planning Rate Labor Class / Employee Senior Geologist Therese Searles Senior Hydrogeologist		118.0000	Amount  118.00   264.00   382.00
Due Care - Due Care Planning Rate Labor Class / Employee Senior Geologist Therese Searles Senior Hydrogeologist Erik Peterson		118.0000	Amount  118.00 ✓ 264.00 ✓
Due Care - Due Care Planning Rate Labor Class / Employee Senior Geologist Therese Searles Senior Hydrogeologist Erik Peterson		118.0000	Amount  118.00  264.00  382.00
Due Care - Due Care Planning Rate Labor Class / Employee Senior Geologist Therese Searles Senior Hydrogeologist Erik Peterson  Total Bill Task: Due Care - Due Care Planning  HMI - Hazardous Materials Inspection Rate Labor		118.0000	Amount  118.00   264.00   382.00
Due Care - Due Care Planning Rate Labor Class / Employee Senior Geologist Therese Searles Senior Hydrogeologist Erik Peterson Total Bill Task: Due Care - Due Care Planning HMI - Hazardous Materials Inspection Rate Labor Class / Employee		118.0000	Amount  118.00   264.00   382.00
Due Care - Due Care Planning Rate Labor Class / Employee Senior Geologist Therese Searles Senior Hydrogeologist Erik Peterson Total Bill Task: Due Care - Due Care Planning HMI - Hazardous Materials Inspection Rate Labor Class / Employee Senior Geologist	Hours  1.00 2.00  Total Rate Labor	118.0000	Amount  118.00  264.00  382.00 382.00  Amount
Due Care - Due Care Planning Rate Labor Class / Employee Senior Geologist Therese Searles Senior Hydrogeologist Erik Peterson  Total Bill Task: Due Care - Due Care Planning  HMI - Hazardous Materials Inspection Rate Labor Class / Employee Senior Geologist Therese Searles	1.00 2.00 Total Rate Labor	118.0000	Amount  118.00   264.00   382.00  382.00
Due Care - Due Care Planning Rate Labor Class / Employee Senior Geologist Therese Searles Senior Hydrogeologist Erik Peterson Total Bill Task: Due Care - Due Care Planning HMI - Hazardous Materials Inspection Rate Labor Class / Employee Senior Geologist Therese Searles Senior Hydrogeologist		118.0000  132.0000  Rate  118.0000	Amount  118.00  264.00  382.00 382.00  Amount  206.50
Due Care - Due Care Planning Rate Labor Class / Employee Senior Geologist Therese Searles Senior Hydrogeologist Erik Peterson Total Bill Task: Due Care - Due Care Planning HMI - Hazardous Materials Inspection Rate Labor Class / Employee Senior Geologist Therese Searles Senior Hydrogeologist Jeffrey Hawkins	Hours  1.00 2.00  Total Rate Labor	118.0000 132.0000	Amount  118.00  264.00  382.00 382.00  Amount
Due Care - Due Care Planning Rate Labor Class / Employee Senior Geologist Therese Searles Senior Hydrogeologist Erik Peterson Total Bill Task: Due Care - Due Care Planning HMI - Hazardous Materials Inspection Rate Labor Class / Employee Senior Geologist Therese Searles Senior Hydrogeologist Jeffrey Hawkins Staff Environmental Specialist	Hours   2.00   Total Rate Labor   Hours   1.75   1.00	118.0000  132.0000  Rate  118.0000  175.0000	Amount  118.00  264.00  382.00  382.00  Amount  206.50  175.00
Due Care - Due Care Planning Rate Labor Class / Employee Senior Geologist Therese Searles Senior Hydrogeologist Erik Peterson  Total Bill Task: Due Care - Due Care Planning  HMI - Hazardous Materials Inspection Rate Labor Class / Employee Senior Geologist Therese Searles Senior Hydrogeologist Jeffrey Hawkins		118.0000  132.0000  Rate  118.0000	Amount  118.00   264.00   382.00   382.00   Amount  206.50
Due Care - Due Care Planning Rate Labor Class / Employee Senior Geologist Therese Searles Senior Hydrogeologist Erik Peterson  Total Bill Task: Due Care - Due Care Planning  HMI - Hazardous Materials Inspection Rate Labor Class / Employee Senior Geologist Therese Searles Senior Hydrogeologist Jeffrey Hawkins Staff Environmental Specialist	Hours   2.00   Total Rate Labor   Hours   1.75   1.00	118.0000  132.0000  Rate  118.0000  175.0000	Amount  118.00  264.00  382.00  382.00  Amount  206.50  175.00

Total Project: 232213 - LCBRA/Empire Lumber Yard

2,727.50



Remit Wire/ACH payments to Acct: 100094457 ABA: 072413829 Remit checks to: 1515 Arboretum Drive, SE, Grand Rapids, Michigan 49546

Remittance Advice: accounts.receivable@fishbeck.com

616.575.3824

Federal I.D. No. 38-1841857 | Incorporated

Attention: Gail Myer

Leelanau County Brownfield Redevelopment

Authority

8527 East Government Center Drive, Suite 108

Suttons Bay, MI 49682-9718

**United States** 

Invoice: 433689

Invoice Date: 2/13/2024 Project: 230894

Project Name: LCBRA/ General Consulting

Services

Bill Term: BT1

For Professional Services Rendered Through 1/31/2024

1,107.00

WO2-GES / Amend 1

Rate Labor

 Fee
 Available
 To Date
 Previous
 Current

 BP - General Consulting Services
 12,000.00
 5,616.00
 7,491.00
 6,384.00
 1,107.00

 Current Billings
 1,107.00

 Amount Due This Bill
 1,107.00 √

 Total Fee:
 12,000.00

 To Date Billings:
 7,491.00

 Total Remaining:
 4,509.00

PREPARED & PROOFED BY
VERIFIED BY

Project: 230894 - LCBRA/ General Consulting Services		Invoice:	433689
BP - General Consulting Services			
Rate Labor			
Class / Employee	Hours	Rate	Amount
Source Cooleriet		rideo	, iiiiount

Class / Employee	Hours	Rate	Amount
Senior Geologist		-	, ,,,,
Therese Searles	4.25	118.0000	501.50 🗸
Senior Hydrogeologist			
Jeffrey Hawkins	2.50	175.0000	437.50
Staff Environmental Specialist			
Logan Mulholland	2.00	84.0000	168.00 🗸
	Total Rate Labor		1,107.00
Total Bill Task: BP - General Consulting Services			1,107.00

Total Project: 230894 - LCBRA/ General Consulting Services

1,107.00 \



Remit Wire/ACH payments to Acct: 100094457 ABA: 072413829
Remit checks to: 1515 Arboretum Drive, SE, Grand Rapids, Michigan 49546

Remittance Advice: accounts.receivable@fishbeck.com

616.575.3824

Federal I.D. No. 38-1841857 | Incorporated

Attention: Trudy Galla

Leelanau County Brownfield Redevelopment

Authority

8527 East Government Center Drive, Suite 108

Suttons Bay, MI 49682-9718

**United States** 

Invoice: 433691

Invoice Date: 2/13/2024

**Project**: 230507

Project Name: LCBRA/Tax Increment Tracking and

1,080.50

Annual Reporting

Billings

Bill Term: BT2

### For Professional Services Rendered Through 1/31/2024

WO 1- GES/ Amend 1

		Fee	Available	To Date	Previous	Current
2024 SOA/RA - 2024 Sta Account/Reimbursement		4,500.00	3,755.00	1,825.50	745.00	1,080.50
Rate Labor	1,080.50					
2024 Report - 2024 Annu 2023)	ual Reporting (for FY	1,500.00	1,500.00	0.00	0.00	0.00
			Cu	rrent Billings		1,080.50

 Total Fee:
 6,000.00

 To Date Billings:
 1,825.50

 Total Remaining:
 4,174.50



**Amount Due This Bill** 

Project: 230507 - LCBRA/Tax Increment Tracking and Annual Reporting		Invoice	e: 433691
2024 SOA/RA - 2024 Statement of Account/Reimbursement Analysis			
Rate Labor			
Class / Employee	Hours	Rate	Amount
Senior Geologist			
Therese Searles	2.75	118.0000	324.50
Staff Environmental Specialist			
Logan Mulholland	9.00	84.0000	756.00
Total Rate La	bor		1,080.50

Total Project: 230507 - LCBRA/Tax Increment Tracking and Annual Reporting

Total Bill Task: 2024 SOA/RA - 2024 Statement of Account/Reimbursement

Analysis

1,080.50

1,080.50



Remit Wire/ACH payments to Acct: 100094457

ABA: 072413829

Remit checks to: 1515 Arboretum Drive, SE, Grand Rapids, Michigan 49546 Remittance Advice: accounts.receivable@fishbeck.com

616.575.3824

Federal I.D. No. 38-1841857 | Incorporated

Attention: Gail Myer

Leelanau County Brownfield Redevelopment

Authority

8527 East Government Center Drive, Suite 108

Suttons Bay, MI 49682-9718

**United States** 

Invoice: 433692

Invoice Date: 2/13/2024

**Project**: 230505

Project Name: LCBRA/FY22 Grant Community

Outreach/Programmatic Activities

Bill Term: BT1

For Professional Services Rendered Through 1/31/2024

WO<sub>2</sub>

BP - Outreach & Programmatic (Task 4)

Rate Labor

985.00

	9		Billings	
Fee	Available	To Date	Previous	Current
11,000.00	3,864.75	8,120.25	7,135.25	985.00

Current Billings \_\_\_\_ Amount Due This Bill

985.00 985.00

Total Fee:

11,000.00

To Date Billings:

8,120.25

**Total Remaining:** 

2,879.75



Project: 230505 - LCBRA/FY22 Grant Community Outreach/P	Programmatic Activities	Invoic	e: 433692
BP - Outreach & Programmatic (Task 4) Rate Labor Class / Employee	Hours	Rate	Amount
Senior Geologist	-	nate	Amount
Therese Searles	4.00	118.0000	472.00
Staff Environmental Specialist			and the state of the state of
Logan Mulholland	1.50	84.0000	126.00
Olivia Selby-Tomaszewicz	4.50	86.0000	387.00
Total Staff Environmental Specialist	6.00	****	513.00
	Total Rate Labor		985.00
Total Bill Task: BP - Outreach & Programmatic (Task 4)			985.00

Total Project: 230505 - LCBRA/FY22 Grant Community Outreach/Programmatic Activities

985.00