

NOTICE OF MEETING

A Regular Meeting of the **Leelanau County Brownfield Redevelopment Authority (LCBRA)** will be held at 10:00 a.m. on **Tuesday, January 16, 2024** (or immediately following the Land Bank Authority meeting, whichever is later) in the Leelanau County Government Center – 1st floor.

DRAFT AGENDA

Members

Dan Heinz
Rick Foster
John Arens
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

ORGANIZATIONAL ITEMS

- A. Election of Officers (2023 officers: Dan Heinz-Chairman, Rick Foster-Vice Chair, John Arens-Sect/Treasurer)
 1. Chairman
 2. Vice Chairman
 3. Secretary/Treasurer
- B. Consideration of 2024 Meeting Schedule *pg. 3*
- C. Review/Adopt Bylaws *pgs. 4-6*
- D. Review/Adopt Rules of Order and Procedure *pgs. 7-10*
- E. Review/Adopt Policies & Procedures *pgs. 11-24*
- F. Proposed 2024 Goals (2023 goals attached) *pg. 25*
- G. Review/Adopt Policy on TIF Collection and Disbursal *pg. 26*
- H. Review and Revise Authorized Check Signers List (2023 will be provided at meeting)

CONSIDERATION OF DECEMBER 19, 2023 MEETING MINUTES *pgs. 27-31*

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. 32-34*
- b. Fishbeck – EPA Assessment Grant *pgs. 35-39*

OLD BUSINESS

NEW BUSINESS

1. Part 1 and Part 2 Brownfield Project Applications – Parcel in Empire Village/old school house *pgs.40-57*
2. Fishbeck Work Order:
 - a. Work Order #6 – Four Land Bank parcels *pgs. 58-59*
 - b. Work Order #7 – Empire Downtown Revitalization *pgs. 60-63*
 - c. Work Order #8 - Former Empire Schoolhouse Restoration Project *pgs. 64-66*

FINANCIALS

1. Claims & Accounts \$3,398.00 *pgs. 67-73*
2. Post Audit, Budget Amendments, Transfers

CORRESPONDENCE/COMMUNICATION ITEMS

PUBLIC COMMENT

DIRECTOR COMMENTS

MEMBER / CHAIRPERSON COMMENTS

ADJOURN



Leelanau County Brownfield Redevelopment Authority (LCBRA)
County website: www.leelanau.cc/BRIntro.asp

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
Interim Director

MEMORANDUM

From: Gail Myer, Interim Planning Director
To: LCBRA
Date: January 16, 2024 Meeting
Subject: New Business Items

-
1. Attached is a Part I and Part 2 application from Joseph and Elizabeth VanEsley requesting assistance on two parcels in the Village of Empire on S. LaCore Rd. and W. Front St. (payment of \$650.00 was received on 1-11-24)

My recommendation would be to accept the Part I and Part II Brownfield Project Applications from Joseph and Elizabeth VanEsley.

2. a. Work Order #6 Four Land Bank owned parcels

My recommendation would be to approve Fishbeck's Work Order #6 - Four Land Bank owned parcels, as presented.

- b. Work Order #7 Empire Downtown Revitalization

My recommendation would be to approve Fishbecks Work Order #7- Empire Downtown Revitalization, as presented.

- c. Work Order #8 Former Empire Schoolhouse Restoration Project

My recommendation would be to approve Fishbecks Work Order #8 - Former Empire Schoolhouse Restoration Project, as presented.

Financials

1. Claims & Accounts in the amount of \$3,398.00.

My recommendation would be to approve Claims & Accounts in the amount of \$3,398.00.

2024 PROPOSED MEETING SCHEDULE
for the
LEELANAU COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)

Meetings on the 3rd Tuesday of every month at 10:00 a.m. (immediately following the Land Bank Authority)

All Agenda items due seven (7) days prior to the meeting, including invoices & Work Orders.

PLEASE DOUBLE CHECK MEETING DATES & TIMES ONLINE AT:
<http://www.leelanau.gov/brownfield.asp> - by looking at the posted agendas and agenda packets. Occasionally, meeting dates & times are changed.

| | MEETING DATE: |
|-------------------------------|-------------------------|
| <i>Organizational Meeting</i> | January 16, 2024 |
| Regular Meeting | February 27 |
| Regular Meeting | March 19 |
| Regular Meeting | April 16 |
| Regular Meeting | May 21 |
| Regular Meeting | June 18 |
| Regular Meeting | July 16 |
| Regular Meeting | August 20 |
| Regular Meeting | September 17 |
| Regular Meeting | October 15 |
| Regular Meeting | November 19 |
| Regular Meeting | December 17 |
| <i>Organizational Meeting</i> | <i>January 21, 2025</i> |

Meeting Location:
Leelanau County Government Center
Board of Commissioners Meeting Room
8527 E. Government Center Dr.
Suttons Bay MI 49682

**BYLAWS OF THE COUNTY OF
LEELANAU
BROWNFIELD REDEVELOPMENT AUTHORITY**

ARTICLE I. Name and Address

Name. The name of the Authority is the Leelanau County Brownfield Redevelopment Authority (hereinafter referred to as the “Authority” or “LCBRA”). The address of the Authority is 8527 E. Government Center Dr., Suite 108, Suttons Bay MI 49682 (231-256-9812).

ARTICLE II. Directors

Section 1. **General Powers.** The Business and affairs of the Authority shall be managed by the Board, except as otherwise provided by statute or by these Bylaws.

Section 2. **Board of Directors.** The Board of Directors (hereinafter referred to as the “Board”) of the Authority shall consist of seven (7) persons appointed by the Leelanau County Board of Commissioners.

Section 3. **Terms, Replacement and Vacancies.** Of the initial members appointed, an equal number, or as near as practicable, shall be appointed for one year, two years and three years. Thereafter, each member shall serve for a term of three years. Subsequent Directors shall be appointed in the same manner as original appointments at the expiration of each Director’s term of office. A Director whose term of office has expired shall continue to hold office until his/her successor has been appointed with the advice and consent of the Leelanau County Board of Commissioners. A Director may be reappointed with the advice and consent of the Board or Commissioners to serve additional terms. If a vacancy is created by death or resignation, a successor shall be appointed with the advice and consent of the Board of Commissioners within thirty (30) days to hold office for the remainder of the term of office so vacated.

Section 4. **Removal.** After notice and an opportunity to be heard, a Director may be removed from office for inefficiency, neglect of duty, or misconduct or malfeasance, by a majority vote of the Board of Commissioners.

Section 5. **Conflict of Interest.** A Director who has a direct interest in any matter before the Authority shall disclose his/her interest prior to any discussion of that matter by the Authority, which disclosure shall become a part of the record of the Authority’s official proceedings. The interested Director shall further refrain from participation in the Authority’s action relating to the matter. Each Director, upon taking office, shall acknowledge in writing that they have read and agree to abide by this section.

Section 6. **Meetings.** Regular and Special meetings of the Board may be called by or at the request of the Chairperson of the Board or any two Directors. The meetings of the Board shall be public, and the appropriate notice of such meeting shall be provided to the public. The Board shall hold an annual meeting in the first calendar quarter of each year at which time officers of the Board shall be elected as provided in Article III, Section 2, and a schedule of regular meetings shall be adopted. Notice of special meetings shall be provided to all members within 24 hours of the meeting being called.

Section 7. **Notice.** Notice of any meetings shall be given in accordance with the Open Meetings Act (Act No. 267 of the Public Acts of 1976, as amended).

Section 8. **Quorum.** A majority of the members of the Directors appointed and serving shall constitute a quorum. The vote of the majority of the Directors present at a meeting at which a quorum is present constitutes the action of the Board, unless the vote of a larger number is required by statute or by these Bylaws.

Amendment of the Bylaws by the Board requires the vote of a majority of the members present.

ARTICLE III. Officers

Section 1. **Officers.** The officers of the Authority shall be elected by the Board and shall consist of a Chairperson, Vice Chairperson, and Secretary/Treasurer. The Board may also appoint a Director who need not be a member of the Board. Two or more offices may be held by the same person, but an officer shall not execute, acknowledge, or verify an instrument in more than one capacity if the instrument is required by law or Bylaws to be executed, acknowledged, or verified by two or more officers. The officers of the Authority shall qualify by taking and subscribing to the oath of office as provided in section 1 of article XI of the state constitution of 1963.

Section 2. **Nomination, Election, and Term of Office.** The officers of the Authority shall be elected by the Board at an annual meeting held during the first quarter of each year. The term of each office shall be for one (1) year. Each officer shall hold office until his/her successor is appointed.

Section 3. **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled at any meeting of the Board for the unexpired portion of the term of such office.

Section 4. **Chairperson and Vice-Chairperson.** The Chairperson shall be the chief executive officer of the Authority but he or she may from time-to-time delegate all or any part of his/her duties to the Vice Chairperson. The Chairperson, or in his/her absence, the Vice-Chairperson, shall preside at all meetings of the Board, shall have general and active management of the business of the Authority, and shall perform all the duties of the office as provided by law or these Bylaws. The Chairperson shall be an ex-officio member of all standing committees, and shall have the general powers and duties of supervision and management of the Authority. The Chairperson shall appoint the members of all committees.

Section 5. **Secretary/Treasurer.** The Secretary/Treasurer shall perform all duties of the office of Secretary/Treasurer as provided by law or these Bylaws.

Section 6. **Delegation of Duties of Officers.** In the absence of any officer of the Authority, or for any other reason that the Board may deem sufficient, the Board may delegate, from time to time and for such time as it may deem appropriate, the powers or duties, or any of them of such officer to any other officer, or to any Director, provided a majority of the board then in office concurs therein.

Section 7. **Director.** The Director shall serve as the clerk of the Authority, shall attend all meetings of the Board and record all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for all committees when required. In the absence of the Director, another person may be appointed as Acting Director. The Director shall perform all posting functions required by the Open Meetings Act, and shall prepare proposed minutes of all Authority meetings for public release no later than eight (8) days following the meeting date.

ARTICLE IV. Committees

Section 1. **Executive Committee.** The Chairperson, Vice Chairperson and Secretary/Treasurer shall comprise the Executive Committee. The primary objective of the Executive Committee is to conduct extensive research and discussion on Authority issues and finances for presentation at a regular meeting. The Executive Committee may, upon a majority vote, authorize the expenditure of up to \$2,000.00 for any expense listed as an eligible item for expenditure under the approved Authority funding guidelines. The Executive Committee must report any such expenditure to the Board at the next regularly scheduled Board meeting.

Section 2. **Standing Committees.** The Authority may form various standing committees to address matters that regularly come before the Board, and to make recommendations for action by the full Board.

Section 3. **Select Committees.** The Authority may form various select committees on an as-needed basis to study a particular one-time issue, problem or requirement, and to make recommendations for action by the full Board. Select committees shall be dissolved at the completion of the issue.

Section 4. **Committee Meetings.** All committee meetings shall be at the call of the Chair of the committee, or a majority of its members, with notice of at least 24 hours to all committee members.

ARTICLE V. Contracts, Loans, Checks and Deposits

Section 1. **Contracts.** The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Authority, and such authority may be general or confined to specific instances.

Section 2. **Loans/Grants.** If the LCBRA determines that it serves a good public purpose to borrow funds from any state or federal agency, or other established lending institution, no evidence of indebtedness shall be issued in its name unless approved by the Board of Commissioners. The LCBRA retains its authority under Public Act 381 of 1996 to lend or grant funds in accordance with established policies and procedures and statutory requirements.

Section 3. **Checks, Drafts, etc.** All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Authority, shall be signed by such officer or officers, agent or agents of the Authority and in such manner as shall from time to time be determined by resolution of the Board.

Section 4. **Deposits.** All funds of the Authority not otherwise employed shall be deposited from time to time to the credit of the Authority in such banks, trust companies or other depositories as the Board may select.

ARTICLE VI. Miscellaneous

Waiver of Notice. When the Board or any committee thereof may take action after notice to any person or after lapse of a prescribed period of time, the action may be taken without notice and without lapse of the period of time; if at any time before or after the action is completed the person entitled to notice or to participation in the action to be taken submits a signed waiver of waiver of such requirements.

ARTICLE VII. Amendments.

These Bylaws may be altered, amended or repealed by the affirmative vote of a majority of the Board then in office at any regular or special meeting called for that purpose.

I HEREBY CERTIFY that the above Bylaws were initially adopted the 30th day of January 2007 by the Leelanau County Brownfield Redevelopment Authority, amended through January 16, 2023~~4~~.

~~Trudy J. Galla, Director~~ Gail Myer, Interim Planning Director

~~2023~~2024

RULES OF ORDER AND PROCEDURE

OF THE

LEELANAU COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)

Approved: January 18, 2011

With amendments through January 16 _____, 2023~~4~~

ARTICLE I

CONDUCT OF LCBRA MEETINGS

A. Agendas.

The agenda for each regular meeting, special meeting, and committee meeting shall be prepared by the Director, approved by the LCBRA Chairperson or Committee Chair, and then posted.

B. Agenda Items

1. Agenda Deadline

Agendas will go out the week prior to each scheduled meeting. Anyone wishing to meet with the LCBRA, or have an item placed on the agenda for the LCBRA, must notify the Director no less than ten (10) working days preceding the scheduled meeting date.

2. Applications

Applications that are submitted for a brownfield redevelopment will not be considered until the application is submitted to the Director and the application fee has been paid. Materials must be submitted to the Director at least ten (10) working days preceding the scheduled meeting date at which they may be considered. An original of the application and accompanying material must be provided to the Director, along with a digital copy. The Director will review the application to be sure it is complete. If complete, the Director shall list it on the next Agenda for the LCBRA. If incomplete, the Director shall provide written correspondence to the applicant within five (5) working days of receipt of the application noting why the application is incomplete. To be considered on the next regular meeting of the LCBRA, the applicant must then complete the application and submit all information to the Director by the Agenda Deadline posted on the approved meeting schedule.

3. Late Items

Late items shall be distributed to all LCBRA members at the beginning of the LCBRA meeting and shall be announced by title, and may be considered if approved by majority vote. Late items shall only be considered if a majority of the members present vote to add the item to the agenda.

4. Agenda Availability

An agenda for each meeting shall be posted at least 24 hours in advance as well as being made available to the public and news media.

5. Consideration of Additional Agenda Items

Additions to an agenda presented at the regular meeting of the LCBRA may be addressed at the discretion of the LCBRA at the time they are presented, or at the next regular meeting or a properly scheduled special meeting.

C. **Rights and Duties of Members**

1. **Speaking Priorities** -

- The sponsor of any properly moved and seconded motion, resolution, ordinance or report shall have the right to speak after the formal introduction and prior to any discussion on the floor.
 - No LCBRA member shall speak a second time on a question until all others who wish to speak have had an opportunity to speak at least once.
 - When two or more members address the chair at the same time, the chair shall designate the member who is to speak first; but in all other cases, the member who shall first address the chair shall speak first but be limited to no more than five (5) minutes.
 - Only members of the LCBRA shall be given the right to speak during any meeting except:
 - a) A county staff person or elected official when information or report pertinent to their office is requested by a LCBRA member.
 - b) Any member of the public, recognized by the chair, not to exceed five (5) minutes per person.
 - c) The Director, when providing information or reports, or requested by a LCBRA member to speak.
 - No member, while addressing the LCBRA shall be interrupted except to be called to order; and thereupon, the member shall cease talking.
2. **Voting** – Every appointed LCBRA member shall vote on all questions unless excused by the chair for substantial reason. The chair shall also vote on all questions unless excused by the LCBRA for a valid reason.
3. **Interruption/Leaving** – No member shall interrupt a meeting for private discourse or leave a meeting prior to adjournment unless excused by the chair. The Director shall record the time and point in the proceedings at which a member enters or leaves a meeting.
4. **Order and Decorum** – The chair shall at all times preserve order and decorum pursuant to these rules.

ARTICLE II

VOTING

A. **Roll Call Votes & Voice Votes**

1. Unless a roll call vote is required, all votes will be by voice vote. A roll call vote shall be taken on any question when called for by any member of the LCBRA or as required by law. The chair shall determine and announce the outcome of each vote.

2. The names of those who voted for or against the same shall be entered in the minutes. Each member called upon may declare openly and without debate their assent or dissent to the question.

ARTICLE III ADMINISTRATION

A. Signing of Documents

The Chairperson shall be the signatory of all contracts and other documents which requires the signature of the LCBRA. In the event the Chairperson is unable or unavailable to perform such functions, then the Vice-Chairperson shall act in the Chairperson's stead.

B. Notice of LCBRA Action

When the LCBRA has acted upon a written request or demand for action presented to the LCBRA from other than among its membership, the Director shall promptly notify the person or agency making the request or demand of the LCBRA's action thereon.

C. Minutes

A copy of the proposed minutes of each LCBRA meeting shall be prepared within eight (8) working days after the meeting in accordance with the Open Meetings Act, 1976 PA 267.

D. Resolutions

All resolutions finally adopted by the LCBRA shall be consecutively numbered by the Director in order of their adoption.

E. Robert's Rules of Order, Revised

The rules of parliamentary practice set forth in Robert's Rules of Order, Revised, shall govern the LCBRA in all cases in which they are applicable, providing they are not in conflict with the LCBRA's rules or laws of the State of Michigan.

ARTICLE IV AMENDMENT TO AND EFFECTIVE DATE OF THESE RULES

These rules may be amended, suspended or rescinded only by a majority vote of all the appointed members. They shall remain in effect until rescinded, amended or suspended.

Any amendment to these rules, properly presented to the LCBRA and adopted, shall take immediate effect unless otherwise stated by the LCBRA at the time of adoption.



LEELANAU COUNTY

BROWNFIELD REDEVELOPMENT AUTHORITY PROGRAM

POLICIES AND PROCEDURES

Approved – _____

Note: insert new date in footer

Leelanau County Brownfield Redevelopment Authority

APPROVED 2023 Goals

Overall, the Leelanau County Brownfield Redevelopment Authority's (LCBRA) mission is to provide resources and expertise to investigate, clean up, eliminate blight, and return eligible properties to productive use for the benefit of the county, its communities, and its citizens. (LCBRA Policies and Procedures). Although in general terms, the LCBRA's goals for their mission is to help stimulate economic growth, create jobs, encourage affordable housing, and clean up contaminated sites. Having been in existence for many years, these overall goals remain applicable, however, year to year, prioritizing current community needs and the goals of the LCBRA may change. Therefore, the LCBRA has identified the following specific goals for 2022:

1. Affordable and attainable housing in Leelanau County continues to be a priority for our communities. The LCBRA intends to collaborate with the County Land Bank Authority, the State Land Bank Authority as well as various housing agencies, community land trusts, and housing initiatives to leverage funding and apply the unique tools available to the LCBRA to further the development of this housing need.
2. The ability for the LCBRA to be involved in a project is somewhat dependent on developers, property owners, and local communities reaching out to the LCBRA. The LCBRA will review and update marketing, informational, and outreach materials, continue to provide educational opportunities, and work with various community partners to inform their members of the tools available through the LCBRA.

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 **all** 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 increment revenues,
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.

1. 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 381 Work 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 EGGLE, 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 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 the appeal;
 - 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 corporation) 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 corporation 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 AND DISBURSAL

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:

1. 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:

1. 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 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.

Leelanau County Brownfield Redevelopment Authority

APPROVED 2023 Goals

Overall, the Leelanau County Brownfield Redevelopment Authority's (LCBRA) mission is to provide resources and expertise to investigate, clean up, eliminate blight, and return eligible properties to productive use for the benefit of the county, its communities, and its citizens. (LCBRA Policies and Procedures). Although in general terms, the LCBRA's goals for their mission is to help stimulate economic growth, create jobs, encourage affordable housing, and clean up contaminated sites. Having been in existence for many years, these overall goals remain applicable, however, year to year, prioritizing current community needs and the goals of the LCBRA may change. Therefore, the LCBRA has identified the following specific goals for 2022:

1. Affordable and attainable housing in Leelanau County continues to be a priority for our communities. The LCBRA intends to collaborate with the County Land Bank Authority, the State Land Bank Authority as well as various housing agencies, community land trusts, and housing initiatives to leverage funding and apply the unique tools available to the LCBRA to further the development of this housing need.
2. The ability for the LCBRA to be involved in a project is somewhat dependent on developers, property owners, and local communities reaching out to the LCBRA. The LCBRA will review and update marketing, informational, and outreach materials, continue to provide educational opportunities, and work with various community partners to inform their members of the tools available through the LCBRA.

LEELANAU COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)

Policy on TIF Collection and Disbursal:

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:

- a) After summer tax bills are released, and after winter tax bills are released, the local taxing jurisdiction will release TIF funds to the County Treasurer.
- b) The County Treasurer shall verify funds receipted and transfer said funds to the LCBRA account.
- c) 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 prioritized as follows:

- a) First, to be applied to any amounts loaned to Owner and/or Developer under a Brownfield Redevelopment 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 & Energy (EGLE), including a reasonable reserve for future payments to assure availability of funds.
- b) Second, LCBRA administrative/operating and accounting costs and other eligible activities as incurred by the LCBRA, as allowed by law.
- c) 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.

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 be made from the Delinquent Tax Fund.

*Approved by the Leelanau County Brownfield Redevelopment Authority at its regular meeting **January 16, 2024.**
August 18, 2020.*

A regular meeting of the Leelanau County Brownfield Redevelopment Authority (LCBRA) was held on Tuesday, December 19, 2023 at the Leelanau County Government Center.

CALL TO ORDER

Meeting was called to order at 10:08 a.m. by Chairman Heinz who led the Pledge of Allegiance.

ROLL CALL

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

Members absent: J. Arens

Members absent: T. Eftaxiadis
(Prior notice)

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

Public: L. Mawby, T. Searles, J. Stimson, J. Collins, R. Walters

PUBLIC COMMENT

John Collins, a partner of Empire Associates and the applicant for Part I Brownfield Project Application said he was there to answer questions. Heinz said this will be discussed under New Business Item #1.

DIRECTOR COMMENTS

Myer said Mr. Walters was also here to answer any questions on the West Shore project/possible termination. She mentioned that Searles and Galla had been in communication on a possible new application for a school in the village of Empire. Searles said Joe Van Esley plans to prepare a Part I application. No action is needed at this time but it may come up for discussion at a later meeting.

CONSIDERATION OF AGENDA

Heinz added “New Business Item #3” “discuss signing authority and correspondence to EPA and other agreements” and “New Business Item #6” “\$21,040.03 on West Shore”.

Motion by Allgaier, seconded by Allen, to accept the agenda as amended. Motion carried 5-0.

CONFLICT OF INTEREST – None.

Heinz gave kudos to Myer for her consideration of motions in the packet.

CONSIDERATION OF NOVEMBER 21, 2023 MINUTES

Motion by Foster, seconded by Allgaier, to approve the minutes as presented. Motion carried 5-0.

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 5-0.

OLD BUSINESS

Update: Termination of Brownfield Plan – West Shore

Heinz said last month the BRA authorized him to send a letter to Mr. Johnson regarding the situation and

their intent to start the termination of the BRA plan in January. Myer and Heinz received a letter from Mrs. Johnson that her husband passed away unexpectedly three weeks ago. Ron Walters was present to speak on her behalf. Walters, who was the original applicant in 2006, explained that this project started then 2008 hit and everything went out the window. He bought the property back in 2016 with Mr. Johnson and continued to work with the BRA to develop a hotel site. The permitting process has been difficult and Mrs. Johnson had asked him to sell the project. He stated it would be determinantal if the BRA got rid of the plan. He has a potential buyer and is asking the board to allow some time for the pieces to fall into place. The entity itself will still be West-Shore Partners but with different partners.

Searles said there is no required action today. She clarified that there is an active brownfield plan for up to 30 years, so essentially, they are on a clock. There are no current eligible activities that are collecting Tax Increment Financing (TIF) and reimbursing on so, it is up to the BRA to choose to terminate the brownfield plan or not. She thought it would be helpful for the BRA, Fishbeck and representatives of West-Shore to have a meeting about clarification/status. Searles said it was fine if ownership changes, but the plan may need to be amended. Searles also recommended they have discussions with the township and the county to make sure they are still supportive. If they are supportive, then they can move forward with a new plan if there will be new activities. Heinz questioned the change in ownership. Searles said the BRA plan is for the geographic area of the property and for the certain eligible activities and the amount of those certain eligible activities. If those change, then the plan will need to be amended but if everything stays the same, they can move forward with the existing plan. King asked if the amendment changes the statutory cap of how long the plan lasts. Searles said no, it can change the activities and the amount but it would still be on the same window.

Walters said nothing has changed but the dollar amount due to inflation, is there any cap and cover? Searles said it would depend if there was a contingency in a plan to use for those overages, otherwise, he would have to amend the plan. Searles said several boards do take the policy that there is “xyz” eligible activities and a total cap on what is approved, so if you use more on one line item and less on others, they would generally accept that to not go over the approved amount. Searles suggested the BRA meet with the new entities to evaluate what is in the plan including reviewing the development reimbursement agreement, is the plan different, and what will the cost look like. Fishbeck can then prepare a memo after that meeting to explain to the board where they are at and what are the considerations.

Motion by Foster, seconded by Allgaier, to postpone termination of the West-Shore Brownfield Plan for 6 months, for staff and Fishbeck to communicate with developers. Motion carried 5-0.

NEW BUSINESS

Part I Application – Parcel in Empire Village/Apple/Old Lumber Yard

Collins said he is a partner in Empire Associates LLC. They own a 3+ acre parcel in Empire which includes the old Empire hardware store, Empire lumber storage area, and a historic livery barn. The barn is now 110 years old and nothing has happened there except for use of storage and the horse stalls are still there. It is a wonderful piece of history and their vision is to bring that back to life as shared commercial, potential community use but also recognizing the historical significance of the structure. Collins has been actively involved as a partner for 7-8 years and a lot has been talked about but nothing has been done with the property. He would appreciate being a partner with the BRA if his Part I application is approved. There was an old fuel tank that has been cleaned up and there is asbestos in the hardware site. What they are looking at the end is a site for a mix of residential, commercial and community use.

Searles would like to have further discussion with Empire Associates LLC to evaluate what an appropriate scope of assessment would be and to start the eligibility process if the BRA approves the application. Searles asked Collins if he had a Phase I environmental site assessment done? Collins said

no. Searles recommended they go through that process to give them a better understanding of the site. She then asked if they have had a formal asbestos surveys done on all of the buildings. Collins said he would have to check with his partner to see if there has been any formal testing done. There was a formal look at a fuel tank that was leaking and was certified that it was cleaned up properly. Searles said it would be appropriate to do a Phase I for redevelopment purposes to do a formal hazardous waste inspections on all of the buildings. A Phase II will likely be proposed if they feel soil and water sampling will be needed. Heinz said the application itself is intended to cover capturing EPA assessment grants that the BRA has availability for Phase I and Phase II, then that is where the grant would end. Searles said the grant could pay for the preparation of a brownfield plan. Heinz asked if it would include remediation of anything else that was found? They may assist with other available sources outside of this grant to help pay for those costs. Heinz said possible blight elimination funds might help, TIF down the road but it would depend if the entities are paying property taxes. The application itself says if the standing policy is a not for profit, then the application fee is waived. Collins said that Galla told him the application fee was \$150.00 which was received and deposited by Galla.

Motion by King, seconded by Foster, to allow Fishbeck to communicate, clarify and prepare eligibility for EPA and to accept the Part I application and request Work Order from Fishbeck for the January meeting.

Searles clarified that for any of the EPA assessment grants, the BRA is required to use Fishbeck since they are their established Environmental Service Provider, therefore, any grant fund activities will be completed by Fishbeck.

Motion on the table carried 5-0.

Part I Application – LCAO-RFP-2023-007

Heinz said the Part I Application was presented at the Land Bank Authority (LBA) meeting today by Chairman Gallagher, for the four properties owned by the LBA. These properties were acquired by tax foreclosure by the County Treasurer. The LBA wants to go through with a brownfield plan to assist HomeStretch with the due diligence to determine that those parcels are free of contaminants, etc. HomeStretch has an agreement to acquire the four properties for \$32,000.00 but they want to make sure financing is settled.

Searles said Fishbeck does not have a prepared work order for consideration but it is up to this board for approval/denial of the application. If timing is of the essence pending a purchase agreement, then they may want to move forward with authorizing the eligibility.

Motion by Foster, seconded by Allgaier, to accept the Part I brownfield project application and request Fishbeck prepare a Work Order that will determine eligibility with EPA. Motion carried 5-0.

Discuss Signing Authority and Correspondence

Heinz said they need a proper person to post notices for the BRA meetings. In the past it was Galla as BRA Director and not a voting member. Searles said they currently have Galla listed on the Cooperative Agreement to handle all communication so it is appropriate to designate someone to take that over.

Motion by Allen, seconded by Allgaier, to assign Myer as Interim Brownfield Director, with signing authority, as the communication agent, and posting authority, for the Leelanau County Brownfield Authority until a permanent Planning Director is identified.

Discussion ensued

Motion by Allen, seconded by Allgaier, to rescind the motion.

Motion by Allen, seconded by Allgaier, to replace Galla with Myer in the Cooperative Agreement with the EPA and all correspondence. Motion carried 5-0.

Fishbeck Work Order: Work Order #1 GES – (General Services)

Motion by Allgaier, seconded by Foster, to approve Fischbeck's Work Order #1 GES, Amendment No. 1, as presented. Motion carried 5-0.

Fishbeck Work Order: Work Order #2 GES – (General Services)

Motion by King, seconded by Allgaier, to approve Fishbeck's Work Order #2 GES, Amendment No. 1, as presented. Motion carried 5-0.

Brownfield Development and Reimbursement Agreement – Bluebird

Heinz said this was a last-minute email sent out to members.

Motion by Allgaier, seconded by Foster, to approve the Brownfield Development and Reimbursement Agreement between the Leelanau County Brownfield Redevelopment Authority and Daryl J. Telgard and Lynn M. Hamelin-Telgard (Bluebird of Leland, Inc.), and to give the chairman authority to sign and authorize the final agreement with attachments added. Motion carried 5-0.

Discussion ensued

Heinz said he would talk to the accounting department regarding putting money in a separate account. Searles said the BRA has funds in the Local Brownfield Revolving Fund (LBRF) and that each of these plans are set up so that the last five years of the plan would go into the LBRF. Heinz said they have five TIF programs. Searles said they need to be tracked separately.

Searles added that this is the body of the agreement, there are some attachments which include the BRA's policies on TIF reimbursements and there is also an annual reporting form. That form is given to the developer to assist with the BRA annual reporting obligations to the Michigan Economic Development Corporation (MEDC). The MEDC periodically changes their requirements so that form will need updates. She has a copy of it that she can share that was most recently reviewed in 2022.

West Shore- \$21,040.03

Heinz said this was a document that they had on the table last meeting. There is \$21,040.03 in the West-Shore plan to be disbursed or held. All of the expenses of the developers that qualified for TIF reimbursement have been paid. Searles said there are no current eligible activities. Heinz said the county gave the BRA \$100,000.00 and the BRA recorded it as a loan and liability. The county board was not specific to if it was a grant or a loan. About a year or two ago, Gallagher asked what the check was for and made an account. Heinz said there is no written agreement for repayment or interest rate.

Searles said the \$21,040.03 is tax increment that the BRA has collected and is currently sitting in the

account. The BRA can only use those funds for eligible activity as established in the brownfield plan. If they don't have eligible activities then it would not be appropriate to use those for something else and in that case, they have to return those funds. It is Fishbeck's evaluation to use these funds to cover administrative cost with the county. Allen said it was premature to disperse any funds related to West Shore until they know how they are moving forward.

Motion by Allen, seconded by Allgaier, to maintain the funds for West Sore until they have a confirmation of a plan to move forward. Motion carried 5-0.

Allen suggested there be more investigation done to clarify the funds that are being held as a loan or as seed money for the organization. There will need to be communication with the clerk and treasurer as they were the entities that managed funds back when the BRA was established. Allen said herself and Myer will work on that and it may have to come to the Board of Commissioners. King would like a plan of action at a future date if the BRA needs to pay back the loan. Heinz said the balance was \$80,000.00 on the books as of November 17th, and on 19th they paid \$10,000.00 so, the new balance should be \$70,000.00.

FINANCIALS

Claims & Accounts – \$10,615.67

Heinz said the last three months of expenses that they approved for payment and related to eligibility from EPA reimbursement did not get transacted by ASAP.gov because Galla was unable to log in to the account. Allen and Galla met to resolve that issue so the money should come in soon. Allen said there were at least four payments that were submitted and there are two-three pending approval after today's meeting. Heinz said if the BRA is comfortable with having the County Administrator, Debrah Allen, who also happens to be a member of this board be the one to handle that financial responsibility as opposed to Arens as treasurer.

Motion by Allgaier, seconded by King, to approve Claims & Accounts in the amount of \$10,615.67. Motion carried 5-0.

Motion by Allgaier, seconded by King, to authorize Allen as a temporary agent to submit the EPA request on behalf of the BRA on ASAP.gov. Motion carried 4-0. Allen abstained.

Post Audit, Budget Amendments, Transfers – None.

CORRESPONDENCE/COMMUNICATION ITEMS – None.

PUBLIC COMMENT- None.

DIRECTOR COMMENTS- None.

MEMBER / CHAIRPERSON COMMENTS

Allen thanked Myer and Herman for being flexible and stepping up. She appreciates them both. Heinz gave thanks to all BRA members and Fishbeck for their contributions in 2023, everyone is greatly appreciated. Heinz also congratulated Myer for her interim BRA Director responsibilities.

ADJOURN

Meeting adjourned at 11:52 a.m.

Memo

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

FROM: Therese Searles and Jeff Hawkins

DATE: January 16, 2023

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 preparation of the development and reimbursement agreement, meetings with a potential developer regarding a project in Northport, and discussions with Joe Van Esley regarding his project application for the Empire School Restoration Project.***

Project Invoices for Consideration:

Invoice #432699 (\$2,137.25)

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 last month 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 #432670 (\$745.00)

Memo

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

FROM: Therese Searles and Jeff Hawkins

DATE: January 16, 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. ***There are no invoices for consideration this month; however, the annual update to the QAPP is being prepared. Once complete, it will be submitted to the interim Director to submit to the USEPA.***

Project Invoices for Consideration:

N/A

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 discussions with staff and the board chair on transition coordination.***

Project Invoices for Consideration:

Invoice #432671 (\$515.75).

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 furnished to the LCBRA and to the developer and the interim Director is coordinating signatures 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 and 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 funding 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. Fishbeck reached out to Peninsula Housing last month to determine if they will be seeking additional support from the LCBRA. Further discussions are needed to assess redevelopment needs and other leveraged funding but initial communication indicates that Peninsula Housing will be seeking additional support from the LCBRA.***

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. Fishbeck has

prepared Work Order 6 for the LCBRA's consideration including preparation of four separate Phase I ESA documents, compliant with the ASTM Standard and the rules for All Appropriate Inquiry.

Project Invoices for Consideration:

N/A

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. Specifically, Fishbeck has prepared Work Order 7 for the LCBRA's consideration this month to include the proposed activities of a Phase I Environmental Site Assessment (ESA), Hazardous Materials Inspections 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.

Project Invoices for Consideration:

N/A

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

| Number | Grant | Activity | Budget Estimates | Actual | Project Budget Remaining | | | | | |
|---------|-------|--------------------------------|--|--|--------------------------|--------------------------------|-----------------|---|----------------------------|------|
| Project | W.O. | Task | Total | Invoice No. | Invoice Date | Total Invoiced Amount | Total | Project Complete | | |
| | | Site/Phase Initial Grant Award | \$ 250,000.00 | | | | | | | |
| County | 4 | Personnel - Initial Budget | \$ 4,000.00 | | | \$ - | | | | |
| | | Budget Amendment | \$ (1,609.53) | | | | | | | |
| | | Amended Personnel Budget | \$ 2,390.47 | | | | \$ 2,390.47 | | | |
| County | 4 | Travel - Intial Budget | \$ 3,000.00 | BF Conference | Aug. 2022 | \$ 1,469.17 | | | | |
| | | Budget Amendment | \$ 1,609.53 | BF Conference | Aug. 2023 | \$ 750.00 | | | | |
| | | Amended Travel Budget | \$ 4,609.53 | BF Conference | Aug. 2023 | \$ 2,390.16 | \$ - | | | |
| 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 | | | \$ 50,890.23 | \$ 192,109.77 | | | |
| 230506 | 1 | 2 | QAPP | \$ 3,000.00 | Invoice Total | 423193 | 5/4/2023 | \$ 3,000.00 | X | |
| | | | | Project Subtotal | | | \$ 3,000.00 | Project Subtotal Remaining | \$ - | |
| 230505 | 2 | 4 | Community Outreach and Programmatic Amendment No. 1 (11-21-2023) | \$ 6,000.00 | Invoice Total | 421223 | 3/13/2023 | \$ 42.50 | | |
| | | | \$ 5,000.00 | | 422203 | 4/5/2023 | \$ 590.00 | | | |
| | | | \$ 11,000.00 | | 423196 | 5/4/2023 | \$ 1,315.25 | | | |
| | | | | | 424161 | 6/8/2023 | \$ 660.25 | | | |
| | | | | | 425211 | 7/6/2023 | \$ 793.50 | | | |
| | | | | | 426201 | 8/2/2023 | \$ 989.25 | | | |
| | | | | | 427527 | 9/7/2023 | \$ 472.00 | | | |
| | | | | | 428409 | 10/5/2023 | \$ 606.50 | | | |
| | | | | | 430406 | 11/9/2023 | \$ 530.75 | | | |
| | | | | | 431437 | 12/7/2023 | \$ 619.50 | | | |
| | | | | | 432671* | 1/8/2024 | \$ 575.75 | | | |
| | | | | Project Subtotal | | | \$ 7,155.25 | Project Subtotal Remaining | \$ 3,844.75 | |
| 230504 | 3 | 1,2,3 | Bluebird Redevelopment Project | \$ 35,300.00 | Invoice Total | 421224 | 3/13/2023 | \$ 127.50 | | |
| | | | Reallocated project budget | \$ (5,300.00) | | 422204 | 4/5/2023 | \$ 1,057.20 | | |
| | | | | \$ 30,000.00 | | 423197 | 5/4/2023 | \$ 1,455.50 | | |
| | | | | | | 424160 | 6/8/2023 | \$ 8,661.32 | | |
| | | | | | | 425223 | 7/6/2023 | \$ 5,988.89 | | |
| | | | | | | 426202 | 8/2/2023 | \$ 2,115.50 | | |
| | | | | | | 427528 | 9/7/2023 | \$ 3,763.00 | | |
| | | | | | | 428410 | 10/5/2023 | \$ 2,876.55 | | |
| | | | | Project Subtotal | | | \$ 26,248.46 | Project Subtotal Remaining | \$ 3,751.54 | |
| | | | | Invoice Breakdown | | | | | | |
| | | | | 3 | 3 | Brownfield Plan | 421224 | 3/13/2023 | \$ 127.50 | |
| | | | | | | Brownfield Plan | 422204 | 4/5/2023 | \$ 1,057.20 | |
| | | | | | | Amended Budget | 423197 | 5/4/2023 | \$ 193.50 | |
| | | | | | | | 424160 | 6/8/2023 | \$ 600.25 | |
| | | | | | | | 425223 | 7/6/2023 | \$ 195.00 | |
| | | | | | | | 426202 | 8/2/2023 | \$ 841.50 | |
| | | | | | | | 427528 | 9/7/2023 | \$ 1,660.50 | |
| | | | | | | | 428410 | 10/5/2023 | \$ 2,324.55 | |
| | | | | Phase Subtotal | | | \$ 7,000.00 | Phase Subtotal Remaining | \$ - | |
| | | | | 3-A# 1 | 1 | Phase I ESA | 423197 | 5/4/2023 | \$ 1,176.50 | |
| | | | | | | | 424160 | 6/8/2023 | \$ 1,823.50 | |
| | | | | Phase Subtotal | | | \$ 3,000.00 | Phase Subtotal Remaining | \$ - | |
| | | | | 3-A# 1 | 2 | Pre-Demolition Asbestos Survey | 423197 | 5/4/2023 | \$ 88.50 | |
| | | | | | | | 424160 | 6/8/2023 | \$ 6,237.57 | |
| | | | | | | | 425223 | 7/6/2023 | \$ 5,617.89 | |
| | | | | Phase Subtotal | | | \$ 11,943.96 | Phase Subtotal Remaining | \$ 56.04 | |
| | | | | 3-A# 1 | 2 | Phase II ESA (Conceptual) | 425223 | 7/6/2023 | \$ 176.00 | |
| | | | | | | | 426202 | 8/2/2023 | \$ 1,474.00 | |
| | | | | | | | 427528 | 9/7/2023 | \$ 2,102.50 | |
| | | | | | | | 428410 | 10/5/2023 | \$ 552.00 | |
| | | | | Phase Subtotal | | | \$ 4,304.50 | Phase Subtotal Remaining | \$ 3,685.50 | |
| 231190 | 4 | 1 | Centerville Township Dump Site | \$ 3,000.00 | Invoice Total | 425224 | 7/6/2023 | \$ 198.00 | | |
| | | | | Project Subtotal | | 426203 | 8/2/2023 | \$ 2,802.00 | Project Subtotal Remaining | \$ - |
| | | | | 1 | Phase I ESA | 425224 | 7/6/2023 | \$ 198.00 | | |
| | | | | | | | 426203 | 8/2/2023 | \$ 2,802.00 | |
| | | | | Phase Subtotal | | | \$ 3,000.00 | Phase Subtotal Remaining | \$ - | |
| 231191 | 5 | 2 | Peninsula Housing-980 Herman Rd, Suttons Bay | \$ 13,100.00 | Invoice Total | 425225 | 7/6/2023 | \$ 257.00 | | |
| | | | | | | 426204 | 8/2/2023 | \$ 294.50 | | |
| | | | | | | 427529 | 9/7/2023 | \$ 8,738.12 | | |
| | | | | | | 428411 | 10/5/2023 | \$ 1,439.90 | | |
| | | | | | | 430407 | 11/9/2023 | \$ 777.00 | | |
| | | | | Project Subtotal | | | \$ 11,596.52 | Project Subtotal Remaining | \$ 1,593.48 | |
| | | | | 2 | Pre-Demolition HMI | 425225 | 7/6/2023 | \$ 257.00 | | |
| | | | | | | | 426204 | 8/2/2023 | \$ 294.50 | |
| | | | | | | | 427529 | 9/7/2023 | \$ 8,738.12 | |
| | | | | | | | 428411 | 10/5/2023 | \$ 1,439.90 | |
| | | | | | | | 430407 | 11/9/2023 | \$ 777.00 | |
| | | | | Phase Subtotal | | | \$ 11,596.52 | Phase Subtotal Remaining | \$ 1,593.48 | |
| | | | | Approved Project Budgets Subtotal | | | \$ 65,400.00 | Invoice Total | \$ 50,890.23 | |
| | | | | Estimated Contractual Budget Remaining | | | \$ 177,600.00 | Actual Contractual Budget Remaining and un-invoiced | \$ 192,109.77 | |
| | | | | Project Budgets Returned | | | \$ - | Check | \$ 243,000.00 | |
| 230504 | 3 | 2 | Bluebird Redevelopment Project | \$ 5,300.00 | | | | | | |
| | | | | \$ - | | | | | | |
| | | | | Available Contractual Budget Remaining | | | \$ 182,900.00 | | | |
| | | | | Notes: | | | | | | |



LEELANAU COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)
8527 E. Government Center Drive
Suttons Bay, Michigan 49882
Phone 231-256-9812

BROWNFIELD PROJECT APPLICATION

FORM PART 1 APPLICATION

This application form must be completed by the applicant to initiate the Brownfield process by the Leelanau County Brownfield Redevelopment Authority (LCBRA). There are no deadlines for the submittal of applications -- applications will be accepted on an ongoing basis.

The completed application form and supporting materials must be submitted to Leelanau County, 8527 East Government Center Drive, Ste. 108, Suttons Bay, MI 49882.

The Part I Brownfield Project Application form must be returned with the application fee in order to start the review process.

Before submitting a project application, please make sure all items on the attached checklist are included. Project Applications will not be reviewed until all items are completed.

NOTES: The Part 1 Application is the first step for all Brownfield redevelopment projects coming through the LCBRA. **Applicants are expected to provide a minimum of 10% of the funds required for any project using assessment grant funds.**

Approval of the 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, MDEQ Grant/Loan, MEDC Grant/Loan, EPA Revolving Loan, or Local Site Remediation Revolving Fund (LSRRF) is requested as a project incentive.

Received Via Email

1-5-24
Dail Myers



BROWNFIELD PROJECT APPLICATION FORM

PART 1

SECTION I:

APPLICANT INFORMATION

| | |
|--|----------------------------------|
| Project Name: <i>Former Empire Schoolhouse Restoration Project</i> | |
| Applicant Name: <i>Joseph Van Esley, Elizabeth Van Esley</i> | |
| Business Name (If different from applicant): | |
| Mailing Address: <i>12559 Howland Park Drive Plymouth Mich 48170</i> | |
| Contact Person: <i>Joe Van Esley</i> | Email: <i>vanesleyre@aol.com</i> |
| Office Phone: <i>734-459-7570</i> | Cell Phone: <i>313-418-3188</i> |

Provide a brief description and history of the Applicant and the Business to be assisted by the LCBRA. Include information on product or service and number of employees for the Business.

Type of Business:

- Manufacturing
- Wholesale
- Service
- Retail
- Other (specify) *multi use, retail-office*

Description of Business History, Operations and Products/Services Provided: *This will be a historic restoration, with state of the art energy use. start up coffee shop, DC fast charging station, multi-use, community type center.*

LEELANAU COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)

8527 E. Government Center Drive
Suttons Bay, Michigan 49682
Phone: 231-256-9812



Legal Structure of Applicant

- Individual
 Fiduciary
 S-Corporation
 Limited Liability Company
 Other (specify): _____

State of Registration: _____

Formation Date: _____

List similar projects developed over the last five years (if any):

Previously I restored 44675 Joy Road in
Canton Michigan. Although it was over 5 years
since it was done I recieved a Governor's
Award for Historic Restoration, year 2007

Is the Applicant or Business a liable party for environmental issues at the project site? Yes No

Has the Applicant or Business being assisted ever been cited for non-compliance with any environmental regulation? Yes No

If yes, explain:

I filed a BEA on the subject property
when it was purchased. I have never had
any problems with the DEQ or FCLF.

Is the applicant business involved in any claim or lawsuit? Yes No

If yes, explain:

Has the applicant/business ever been suspended or debarred, declared bankruptcy commenced a proceeding under any bankruptcy law or had a judgment rendered against it? Yes No

If yes, explain:

LEELANAU COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)

8527 E. Government Center Drive
Suttons Bay, Michigan 49682
Phone: 231-256-9812



| List Key Project Contacts | | | |
|-----------------------------------|---|-----------------|---------------------------------------|
| Service Type | Organization | Contact Name | Phone/Email |
| Bank/Financing | Todd O'Grady Public Sector consultants | Todd O'Grady | togrady@publicsectorconsultants.com |
| Legal Counsel | Hooper, Hatheway, Poole, Bauch & Parille | James Bauch | office@hooperhatheway.com |
| Environmental Engineer/Consultant | County/Fishbeck | Therese Scavles | tscavles@fishbeck.com 734-377-4632 |
| Architect | Scott Wright | Scott Wright | dscottwright@live.com |
| Construction Management | Modern Method Constructors | Kevin O'Keefe | mmcbuilders1455@gmail.com |
| Other: Banker | Oxford Bank | Kevin Kgraber | kgraber@oxfordbank.bank |

SECTION II:

PROJECT SITE

| Parcel | Street Address | Parcel ID No. | Owner on Record | Taxable Value |
|--------|--------------------|----------------|------------------|---------------|
| 1 | 10017, 10043 Franz | 041-300-036-00 | Joseph Van Esley | \$ 120,027 |
| 2 | Vacant S. Lacore | 041-300-049-00 | Joseph Van Esley | \$ 52,021 |
| 3 | | | | \$ |
| 4. | | | | \$ |
| 5. | | | | \$ |

*add additional parcels on separate sheet, as necessary



LEELANAU COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)

8527 E. Government Center Drive
Suttons Bay, Michigan 49682
Phone: 231-256-9812

Total property size (acres): 1.15 AC

Number of buildings, stories, and existing building area (square feet):
2 building, High School 6,850 sq ft, 2 stories with basement,
1 kindergarten house 700 sq ft.

Current Use of the Project Site:
Vacant

Current Zoning:
Commercial / Planned Mixed Use

In the space below, describe the Brownfield condition(s) impeding development of the project site and the basis for Brownfield designation.

Mercury in the septic tank, asbestos, lead based paint, functionally obsolescent. Physical deterioration

ATTACH all known environmental reports (Phase I, Phase II, Baseline Environmental Assessment, etc.) and current property appraisals to this Application.

Has a Site Remediation or Due Care Plan been developed? Yes No If yes, please attach.



LEELANAU COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)

8527 E. Government Center Drive
Suttons Bay, Michigan 49682
Phone: 231-256-9812

SECTION III:

PROPOSED PROJECT DESCRIPTION

Project Type: New Relocation Expansion Rehabilitation

Describe your plans for redeveloping the project site including a description of project and benefits:

The site sits at a major intersection, M-22 and M-72. It is a national treasure that will be historically restored serving the 1.5 million visitors to Sleeping Bear Sand Dunes. The village of Empire has shown interest in part of the space for senior activities, offices, and public restrooms. County I have grants from Consumers Power and the State of Michigan for a AC fast charging station. I intend to complement the tenant mix with a coffee shop.

Number of new buildings and new building area (square feet): _____

Proposed Future Zoning: Commercial office

Does the proposed project comply with local zoning and other land use requirements?

Yes No Unknown

If no, please describe processes being undertaken to address local government concerns:

Describe anticipated redevelopment schedule including start date, completion date and any pertinent critical date(s):

Start Date Mid 2024, end date 2026



LEELANAU COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)

8527 E. Government Center Drive
Suttons Bay, Michigan 49682
Phone: 231-256-9812

Status of Development Permits and Applications:

Site plan approval has been received from the Village of Empire

Does the proposed project anticipate LEED Certification? Yes No Unknown
If yes, explain:

Anticipated Full Time Equivalent (FTE) obs Retained: 10

Anticipated FTE Jobs Created: 30

SECTION IV:

PRELIMINARY PROPOSED BROWNFIELD FUNDING

Total Investment Anticipated: \$ 3,000,000.00

| | |
|------------------------------------|---------------------|
| Land / Building | \$ 800,000 |
| New Construction/Site Improvements | \$ 1,800,000 |
| Brownfield Conditions | \$ 350,000 |
| | |
| Total Capital Investment: | \$ 2,950,000 |

LEELANAU COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)
8527 E. Government Center Drive
Suttons Bay, Michigan 49682
Phone: 231-256-9812

Brownfield activities for which potential assistance is sought:

- Phase I ESA Phase II ESA BEA Due Care
 Clean-up Other (demolition, site preparation, infrastructure improvements, etc.)

Attach a spreadsheet detailing principle Brownfield eligible activities and project financing gap for which assistance is sought.

Current Taxable Value: \$ 172,048

Estimated Taxable Value after Project Completion: \$ 1,500,000

Estimated Funding Sources Requested

Leelanau County Brownfield Redevelopment Authority

- \$ TBD Brownfield Plan and Act 381 Work Plan(s)
\$ TBD Brownfield Loan – EPA Revolving Loan Fund (RLF)
\$ TBD Brownfield Loan – Local Site Remediation Revolving Fund (LSRRF)

Michigan Department of Environmental Quality

- \$ TBD Brownfield Redevelopment Grant
\$ TBD Brownfield Redevelopment Loan

Michigan Economic Development Corporation / Michigan Strategic Fund

- \$ TBD Community Revitalization Program Loan and/or Grant
\$ TBD Business Development Program Loan and/or Grant

Anticipated total amount of Brownfield financing requested: \$ TBD

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SECTION V:

CERTIFICATION AND AUTHORIZATION

The undersigned hereby certifies that all information provided to the Leelanau County Brownfield Redevelopment Authority (LCBRA) herein and furnished with this application is and will be true, accurate, complete, and fairly presents the financial condition of the undersigned.

The undersigned hereby certifies the Applicant is not a liable party per PA 201 and acknowledges that full environmental disclosure is a requirement of the Brownfield Plan submittal. Disclosure shall include copies of all available environmental data, reports and pertinent correspondence including documentation relating to liable or potentially liable parties and the environmental condition of the project site.



AUTHORIZED SIGNATURE

TITLE

2/02/2024

DATE

AUTHORIZED SIGNATURE

TITLE

DATE

LEELANAU COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)
8527 E. Government Center Drive
Suttons Bay, Michigan 49682
Phone: 231-256-9812

BROWNFIELD PROJECT APPLICATION

FORM PART 1

APPLICATION CHECKLIST

Before submitting the project application, please make sure all items on the checklist are included.

Brownfield Project Applications will not be reviewed until items are completed.

Application Fee

- Provide application fee.
Check written to *Leelanau County Brownfield Redevelopment Authority*

Site Control

- Attach a copy of proof of control of the property (i.e. current title commitment, proof of ownership, purchase agreement, option or site access agreement).

Site Plan

- Attach copies of proposed preliminary site development or concept plans to illustrate how the proposed redevelopment and land uses will be situated on the subject property, and documenting access to all necessary utilities and infrastructure.

Financial Information and Eligible Activities

- Attach a spreadsheet detailing principal Brownfield eligible activities and project financing gap.
- Attach detailed project budget/pro forma illustrating all related project expenses, sources of financing, and project financing needs.
- Attach financial commitment documentation from lender(s) and/or investor(s).

Environmental Work Completed

- Attach all environmental reports that have been completed for this site. (i.e. Phase I, Phase II, BEA, RCRA, Closure, Due Care, etc.)

| | | | | |
|--------------------|---------------------|----------------------|-----------------------|------------------|
| Beds N/A | Full Baths N/A | Half Baths N/A | Sale Price N/A | Sale Date N/A |
| MLS Sq Ft 6,850 | Lot Sq Ft 37,462 | MLS Yr Built 1900 | Type MISC COM SVCS | |

OWNER INFORMATION

| | | | |
|-------------------------------|-----------------|-------------------------------|-------|
| Owner Name | Vanesley Joseph | Taxpayer Zip | 48187 |
| Taxpayer Address | 44675 Joy Rd | Taxpayer Address ZIP + 4 Code | 1771 |
| Taxpayer Address City & State | Canton, MI | Owner Occupied | No |

COMMUNITY INSIGHTS

| | | | |
|---|-----------|-----------------------------|-----------------------------|
| Median Home Value | \$863,541 | School District | GLEN LAKE COMMUNITY SCHOOLS |
| Median Home Value Rating | 9 / 10 | Family Friendly Score | 77 / 100 |
| Total Crime Risk Score (for the neighborhood, relative to the nation) | 98 / 100 | Walkable Score | 9 / 100 |
| Total Incidents (1 yr) | 3 | Q1 Home Price Forecast | \$915,583 |
| Standardized Test Rank | 76 / 100 | Last 2 Yr Home Appreciation | 25% |

LOCATION INFORMATION

| | | | |
|------------------------|----------------|---|-------------|
| School District | Glen Lake | Township | 28N |
| School District Name | Glen Lake | Section | 24 |
| Subdivision | Larues 1st Add | Range | 15W |
| Census Tract | 9704.00 | Lot # | 281 |
| Census Block | 2 | Flood Zone Code | X |
| Property Zip | 49630 | Within 250 Feet of Multiple Flood Zones | No |
| Property Carrier Route | R777 | Flood Zone Panel | 26089C0445E |
| City/Village/Township | Empire Vig | Flood Zone Date | 06/07/2023 |

TAX INFORMATION

| | | | |
|-----------------------------|---|-----------------------|---------|
| Property ID | 04130003600 | Summer Tax Year | 2023 |
| Assessment Year | 2023 | Advalorem Summer Tax | \$1,123 |
| Total Assessed Value | \$171,700 | Summer Tax | \$1,129 |
| State Equalized Value (SEV) | \$171,700 | Prior Summer Tax Year | 2022 |
| Capped Value | \$120,027 | Prior Year Summer Tax | \$1,837 |
| Taxable Value | \$120,027 | Prior Winter Tax Year | 2022 |
| Tax Year | 2023 | Prior Year Winter Tax | \$2,896 |
| Annual Tax | \$1,129 | Prior Year Tax Amount | \$4,733 |
| Legal Description | LOTS 36, 37, 38, 39 & 40 LA RUES FIRST ADD TO VILLAGE OF EMPIRE SEC 24 T28N R15W 0.86 A M/L | | |

ASSESSMENT & TAX

| | | | |
|-----------------------------|-----------|-----------|-----------|
| Assessment Year | 2023 | 2022 | 2021 |
| Assessed Value - Total | \$171,700 | \$157,000 | \$155,400 |
| Market Value - Total | \$343,400 | \$314,000 | \$310,800 |
| State Equalized Value (SEV) | \$171,700 | | |

| | | | |
|-----------|----------|-------------|------------|
| Total Tax | Tax Year | Change (\$) | Change (%) |
| \$4,733 | 2022 | | |
| \$1,129 | 2023 | -\$3,605 | -76.15% |

| | | | | | |
|--------|----------|------------|-------------|------------|--------------------|
| Period | Tax Year | Tax Amount | Change (\$) | Change (%) | Administrative Fee |
| Winter | 2022 | \$2,896 | | | |
| Summer | 2022 | \$1,837 | | | |
| Total | 2022 | \$4,733 | | | |
| Summer | 2023 | \$1,129 | -\$708 | -38.55% | \$6 |
| Total | 2023 | | | | |

| | |
|--------|----------------|
| Period | Ad Valorem Tax |
| Winter | |

Summer
 Total
 Summer \$1,123
 Total

CHARACTERISTICS

| | | | |
|-------------------|---------------|----------------------|--------------------------|
| Acres | 0.86 | Total Building Sq Ft | MLS: 6,850 |
| Lot Sq Ft | 37,462 | Year Built | MLS: 1900 |
| Basement Type | MLS: Basement | Land Use - CoreLogic | Misc Commercial Services |
| Living Area Sq Ft | MLS: 6,850 | Property Category | Cm |

SELL SCORE

Value As Of 2023-12-31 04:37:59

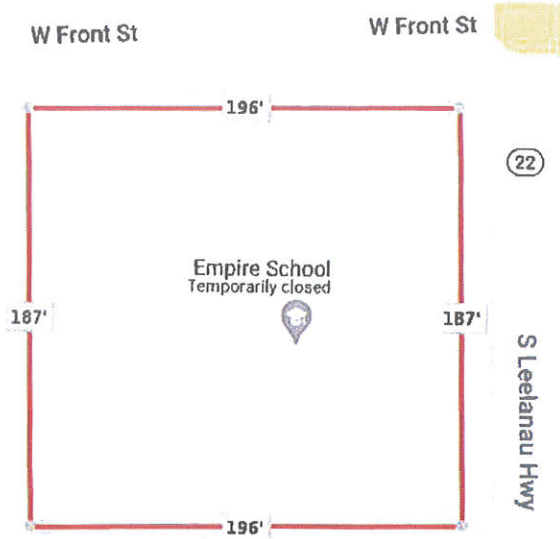
LISTING INFORMATION

| | | | |
|-----------------|-----------------------------|--------------------|-------------------------------------|
| MLS List Number | 78001308765 | MLS List Price | \$399,000 |
| MLS Status | Expired | MLS Original Price | \$425,000 |
| MLS Status Date | 12/25/2022 | MLS List. Agent | 78000000448467-Douglas M Mann ng |
| MLS List Date | 06/06/1998 | MLS List. Office | THE MARTIN COMPANY |

LAST MARKET SALE & SALES HISTORY

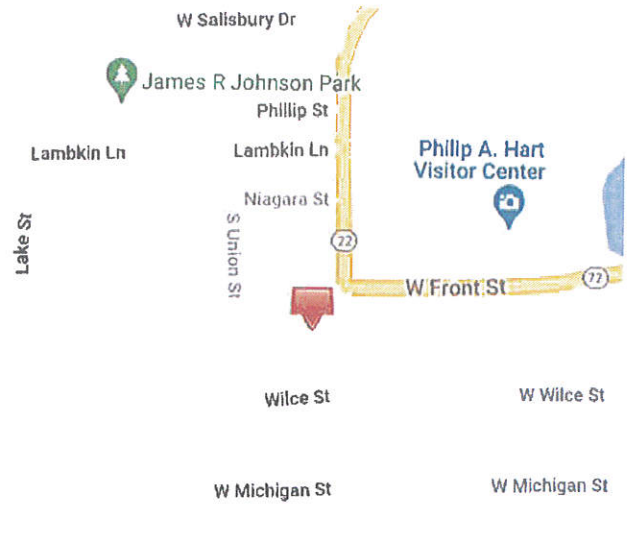
Owner Name Vanesley Joseph

PROPERTY MAP



*Lot Dimensions are Estimated

25 yards
 Map data ©2024



Ontario
 W S St
 200 yards
 Map data ©2024

S Lacore Rd, Empire, MI 49630, Leelanau County

APN: 041-300-049-00 CLIP: 6729120658

| | | | | |
|------------|------------|------------|---------------|-----------|
| Bed(s) | Full Baths | Half Baths | Sale Price | Sale Date |
| N/A | N/A | N/A | N/A | N/A |
| Bldg Sq Ft | Lot Sq Ft | Yr Built | Type | |
| N/A | 12,632 | N/A | MISC COM SVCS | |

OWNER INFORMATION

| | | | |
|-------------------------------|-----------------|-------------------------------|-------|
| Owner Name | Vanesley Joseph | Taxpayer Zip | 48187 |
| Taxpayer Address | 44675 Joy Rd | Taxpayer Address ZIP + 4 Code | 1771 |
| Taxpayer Address City & State | Canton, MI | | |

COMMUNITY INSIGHTS

| | | | |
|---|-----------|-----------------------------|----------------------------|
| Median Home Value | \$863,541 | School District | GLEN LAKE COMMUNITY SCHOOL |
| Median Home Value Rating | 9 / 10 | Family Friendly Score | 77 / 100 |
| Total Crime Risk Score (for the neighborhood, relative to the nation) | 98 / 100 | Walkable Score | 9 / 100 |
| Total Incidents (1 yr) | 3 | Q1 Home Price Forecast | \$915,583 |
| Standardized Test Rank | 76 / 100 | Last 2 Yr Home Appreciation | 25% |

LOCATION INFORMATION

| | | | |
|-----------------------|----------------|---|-------------|
| School District | Glen Lake | Section | 24 |
| School District Name | Glen Lake | Range | 15W |
| Subdivision | Larues 1st Add | Lot # | 261 |
| Census Tract | 9704.00 | Flood Zone Code | X |
| Property Zip | 49630 | Within 250 Feet of Multiple Flood Zones | No |
| City/Village/Township | Empire Vlg | Flood Zone Panel | 26089C0445E |
| Township | 28N | Flood Zone Date | 06/07/2023 |

TAX INFORMATION

| | | | |
|-----------------------------|---|-----------------------|---------|
| Property ID | 04130004900 | Summer Tax Year | 2023 |
| Assessment Year | 2023 | Advalorem Summer Tax | \$487 |
| Total Assessed Value | \$63,700 | Summer Tax | \$489 |
| State Equalized Value (SEV) | \$63,700 | Prior Summer Tax Year | 2022 |
| Capped Value | \$52,021 | Prior Year Summer Tax | \$796 |
| Taxable Value | \$52,021 | Prior Winter Tax Year | 2022 |
| Tax Year | 2023 | Prior Year Winter Tax | \$1,255 |
| Annual Tax | \$489 | Prior Year Tax Amount | \$2,051 |
| Legal Description | LOTS 49 & 50 LA RUES FIRST ADJ TO VILLAGE OF EMPIRE SEC 24 T28N R15W 0.29 A M/L | | |

ASSESSMENT & TAX

| | | | |
|-----------------------------|-----------|-----------|-----------|
| Assessment Year | 2023 | 2022 | 2021 |
| Assessed Value - Total | \$63,700 | \$63,700 | \$55,900 |
| Market Value - Total | \$127,400 | \$127,400 | \$111,800 |
| State Equalized Value (SEV) | \$63,700 | | |

| | | | |
|-----------|----------|-------------|------------|
| Total Tax | Tax Year | Change (\$) | Change (%) |
| \$2,051 | 2022 | | |
| \$489 | 2023 | -\$1,562 | -76.15% |

| | | | | | |
|--------|----------|------------|-------------|------------|--------------------|
| Period | Tax Year | Tax Amount | Change (\$) | Change (%) | Administrative Fee |
| Winter | 2022 | \$1,255 | | | |
| Summer | 2022 | \$796 | | | |
| Total | 2022 | \$2,051 | | | |
| Summer | 2023 | \$489 | -\$307 | -38.55% | \$2 |
| Total | 2023 | | | | |

| | |
|--------|----------------|
| Period | Ad Valorem Tax |
| Winter | |
| Summer | |

Total
 Summer \$487
 Total

CHARACTERISTICS

Acres 0.29 Land Use - CoreLogic Misc Commercial Services
 Lot Sq Ft 12,632 Property Category Cm

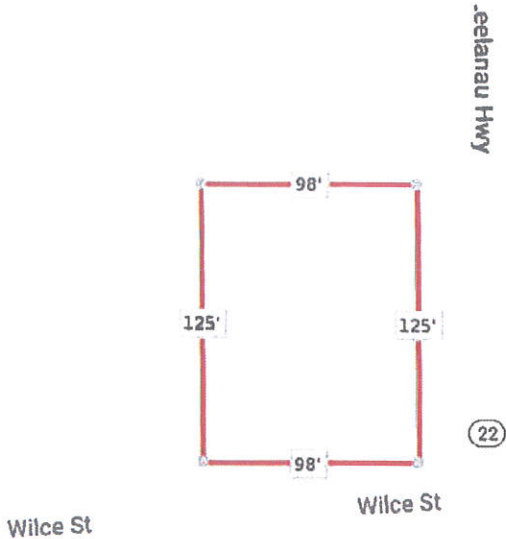
SELL SCORE

Value As Of 2023-12-31 04:37:59

LAST MARKET SALE & SALES HISTORY

Owner Name Vanesley Joseph

PROPERTY MAP

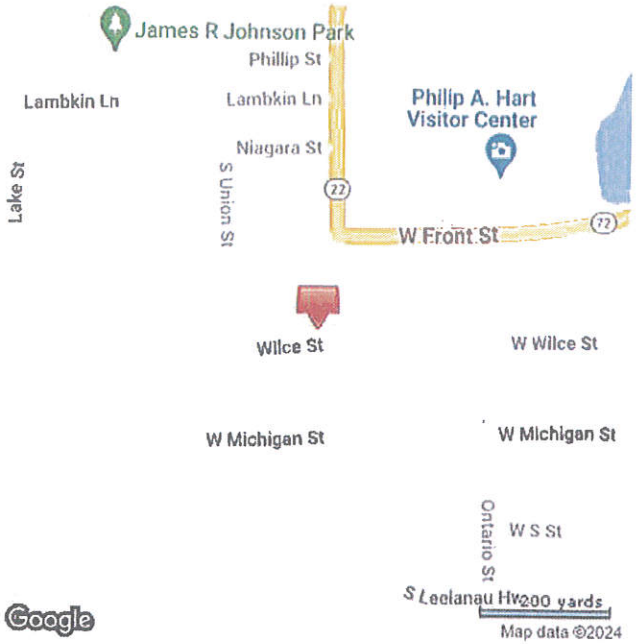


Google

*Lot Dimensions are Estimated

25 yards
 Map data ©2024

Google



200 yards
 Map data ©2024



LEELANAU COUNTY
 BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)
 8527 E. Government Center Drive
 Suttons Bay, Michigan 49682
 Phone: 231-256-9812

BROWNFIELD PROJECT APPLICATION FORM

PART 2

SECTION I:

APPLICANT INFORMATION

| | |
|--|----------------------------------|
| Project Name: <i>Former Empire Schoolhouse Restoration Project</i> | |
| Applicant Name: <i>Joseph Van Esley, Elizabeth Van Esley</i> | |
| Business Name (If different from applicant): | |
| Mailing Address: <i>12559 Howland Park Drive Plymouth Mich 48170</i> | |
| Contact Person: <i>Joe Van Esley</i> | Email: <i>vanesleyre@aol.com</i> |
| Office Phone: <i>734-459-7570</i> | Cell Phone: <i>313-418-3188</i> |

Have there been any changes to the following since the submittal of the Part 1 Brownfield Project Application?

- Change in List of Key Project Contacts Yes No
- Change in applicant/business status involving any claim or lawsuit? Yes No
- Change in applicant/business status as a liable party at the project site? Yes No
- Change in applicant/business status involving citations for non-compliance with any environmental regulation? Yes No
- Change in applicant/business status related to being suspended or debarred, declaring bankruptcy, and proceedings under any bankruptcy law or rendered judgments? Yes No

If yes to any of the above, please attach further explanation.

Received Via Email
*1-5-24
 Gail Myers*

January 2016 Application

via Email



LEELANAU COUNTY
 BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)
 8527 E. Government Center Drive
 Suttons Bay, Michigan 49682
 Phone: 231-256-9812

SECTION II:

PROPOSED BROWNFIELD FUNDING

Total Investment Anticipated: \$ 3,000,000.00

| | |
|------------------------------------|---------------------------|
| Land | \$ <u>900,000.00</u> |
| New Construction/Site Improvements | <u>1,800,000.00</u> |
| Brownfield Conditions | <u>350,000.00</u> Approx. |
| Total Capital Investment: | \$ <u>2,950,000.00</u> |

Sources of Funding Requested

Leelanau County Brownfield Redevelopment Authority

- \$ TBD Brownfield Plan and Act 381 Work Plan(s)
- \$ TBD Brownfield Loan – EPA Revolving Loan Fund (RLF)
- \$ TBD Brownfield Loan – Local Site Remediation Revolving Fund (LSRRF)

Michigan Department of Environmental Quality

- \$ TBD Brownfield Redevelopment Grant
- \$ TBD Brownfield Redevelopment Loan

Michigan Economic Development Corporation / Michigan Strategic Fund

- \$ TBD Community Revitalization Program Loan and/or Grant
- \$ TBD Business Development Program Loan and/or Grant

Total amount of Brownfield financing requested: \$ TBD

It is dependent on whether Empire establishes a sewer plan. If not the septic field would need to be included.

January 2016 Application



LEELANAU COUNTY
 BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)
 8527 E. Government Center Drive
 Suttons Bay, Michigan 49682
 Phone: 231-256-9812

SECTION III:

CERTIFICATION AND AUTHORIZATION

The undersigned hereby certifies that all information provided to the Leelanau County Brownfield Redevelopment Authority (LCBRA) herein and furnished with this application is and will be true, accurate, complete, and fairly presents the financial condition of the undersigned.

The undersigned hereby certifies the Applicant is not a liable party per PA 201 and acknowledges that full environmental disclosure is a requirement of the Brownfield Plan submittal. Disclosure shall include copies of all available environmental data, reports and pertinent correspondence including documentation relating to liable or potentially liable parties and the environmental condition of the project site.

| | | |
|-------------------------|--------------|-------------------|
| <i>Joseph Van Esley</i> | <i>owner</i> | <i>12-20-2023</i> |
| AUTHORIZED SIGNATURE | TITLE | DATE |

| | | |
|----------------------|-------|------|
| | | |
| AUTHORIZED SIGNATURE | TITLE | DATE |



LEELANAU COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)
8527 E. Government Center Drive
Suttons Bay Michigan 49682
Phone: 231-256-9812

BROWNFIELD PROJECT APPLICATION FORM

PART 2

APPLICATION CHECKLIST

Before submitting the project application, please make sure all items on the checklist are included.

Brownfield Project Applications will not be reviewed until items are completed.

Application Fee



Provide Part 2 application.

Check to be written to *Leelanau County Brownfield Redevelopment Authority*

Brownfield Plan



Attach Brownfield Plan (if available) with updated copies of proposed site development or concept plans to illustrate how the proposed redevelopment and land uses will be situated on the subject property, and documenting access to all necessary utilities and infrastructure.

Work Order

Applicable to Agreement for Services Dated February 21, 2023

Work Order Number 6 Dated January 16, 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

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."

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

Jeffrey C. Hawkins
Name of Firm (FISHBECK)

269.342.1100/jhawkins@fishbeck.com
Phone & Email

Dan Heinz, LCBRA Chair
Name (Client)

231.256.9812
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 Representative of FISHBECK noted above:

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 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. Within the scope of this work order, Fishbeck will prepare four separate Phase I ESA documents, compliant with the ASTM Standard and the rules for All Appropriate Inquiry. Work will include review of historical data, site inspection, interviews with people knowledgeable about the site, review of public records, and preparation of a report. 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.

Schedule

Fishbeck will initiate activities immediately upon authorization to proceed and concurrence on the eligibility determination from the USEPA. The Phase I ESAs will take approximately five 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 approval.

| | |
|---|------------------|
| Eligibility and Phase I ESAs (4 separate deliverables)..... | \$ 12,800 |
| Total Estimated Project Costs..... | \$ 12,800 |

Work Order

Applicable to Agreement for Services Dated February 21, 2023

Work Order Number 7 Dated January 16, 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: Empire Downtown Revitalization - Empire, MI: Phase I ESA, Pre-demolition asbestos surveys, Phase II ESA, Due Care Planning

Funding Source: FY22 EPA Brownfield Assessment Grant

Grant Work Plan Reference: Task 1: Phase I ESA, Task 2: Phase II Assessments

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."

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

Jeffrey C. Hawkins
Name of Firm (FISHBECK)

269.342.1100/jhawkins@fishbeck.com
Phone & Email

Dan Heinz, LCBRA Chair
Name (Client)

231.256.9812
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 Representative of FISHBECK noted above:

ACCEPTED AND AGREED TO:

LCBRA
(CLIENT – Name & Signature)

(FISHBECK – Representative Name & Signature)

Date _____

Date _____

Scope of Services

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. In addition to the deteriorating status of the structures, many code updates have occurred since the original construction, and it is believed that the buildings may be determined to be functionally obsolete. 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. Specifically, the proposed activities subject to this Work Order include a Phase I Environmental Site Assessment (ESA), Hazardous Materials Inspections 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.

Eligibility and Phase I ESA

Per the LCBRA board's direction at the December meeting, Fishbeck has prepared both a request for an eligibility determination to the State of Michigan (EGLE) and an eligibility demonstration to the USEPA. The interim Brownfield Director has submitted both of these documents. The request to EGLE is needed based on the known or perceived petroleum contamination. Eligibility would need to be received from both EGLE and the USEPA prior to incurring any costs subject to this work order. Empire Associates, LLC owns the subject property. It is Fishbeck's understanding that a Phase I ESA was completed for a couple of the parcels. Since the property is already owned by Empire Associates, LLC this proposed Phase I ESA will not qualify for All Appropriate Inquiry. However, Fishbeck believes that completing an updated Phase I ESA for all subject parcels will support redevelopment decisions. Fishbeck will prepare a Phase I ESA compliant with the ASTM Standard. Work will include review of historical data, site inspection, interviews with people knowledgeable about the site, review of public records, and preparation of a report. Fishbeck will update the ACRES database upon completion.

Hazardous Materials Inspections

Fishbeck will provide a two-person team led by a State of Michigan accredited Asbestos Building Inspector to inspect the five structures located on the site. It is Fishbeck's understanding that all structures, with the potential exception of the Livery Barn, are proposed for demolition due to the deteriorated and functionally obsolete state of the structures. AHERA sampling protocols will be followed utilizing destructive sampling, and bulk samples will be sent to an accredited laboratory for PLM analysis of asbestos under chain-of-custody procedures and standard

turnaround times. The pre-demolition asbestos surveys will identify the presence, location, and quantity of any asbestos-containing building materials which may need to be removed prior to building demolition. In addition, paint chip samples will also be collected for major painted services and analyzed for lead and cadmium to support redevelopment and assess the potential for lead and cadmium exposure to contractors.

Due Care Planning

Sequentially with the Phase I ESA, Fishbeck will conduct Due Care planning activities to support the safe reuse of the site. Some environmental assessment has already been completed on the subject property. Fishbeck will review the existing environmental reports, to be provided by the property owner. Fishbeck will also engage with the property owners to understand how redevelopment plans relate to environmental conditions. These Due Care planning activities will facilitate an understanding of known environmental conditions and assist in determining what conditions still need to be evaluated from an environmental perspective based on redevelopment plans and due care obligations. No deliverable is proposed for this scope of work.

Phase II ESA (Conceptual)

In anticipation that the Due Care planning activities and the Phase I ESA will identify Recognized Environmental Conditions (RECs), a Phase II ESA is being proposed. Fishbeck will prepare a Sampling and Analysis Plan for USEPA approval. A Health and Safety Plan will also be prepared. Prior to conducting site work, utilities will be cleared by contacting Michigan’s one-call clearance center MISSDIG.

Fishbeck proposes a Phase II ESA consisting of either soil, groundwater, and/or soil gas sampling activities as appropriate. The budget assumes that any drilling equipment required would be on site for only one day and a Project Geologist for no more than two days on site. The specific type and number of samples required, as well as the analytical parameters, will be determined following completion of the Phase I ESA and Due Care planning activities. Additional samples required to meet USEPA quality assurance and quality control requirements will also be collected and analyzed. Upon receipt of analyses, a Redevelopment Due Care report will be prepared to address the management of identified exposure pathways. Fishbeck will update the ACRES database upon completion. The budget that has been provided is conceptual and may be updated based on the findings of the Phase I ESA; however, the estimate is based on previous experience on similar sites.

Schedule

The Phase I ESA and review of existing environmental reports will be initiated as soon as eligibility is confirmed from both the State of Michigan and the USEPA. A Health and Safety Plan (HASP) and Sampling and Analysis Plan (SAP) is needed for both the HMI and Phase II ESA activities. EPA requires 10–14 business days to conduct their review and approval of the SAP. It is anticipated that field work for sampling activities can be completed within 1–2 weeks from approval of the SAP. Laboratory turnaround time is 7–10 business days, and the reports can be completed within 2 weeks from receipt of all analytical results.

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 approval.

| | |
|----------------------------------|----------|
| Eligibility and Phase I ESA..... | \$ 3,500 |
| Due Care Planning (labor)..... | \$ 3,000 |

Hazardous Materials Inspections (5 structures)

| | |
|--|------------------|
| Asbestos Inspectors (2 people for 5 days – includes travel)..... | \$ 8,800 |
| Project Management..... | \$ 800 |
| Report Preparation..... | \$ 1,600 |
| Laboratory Analysis (asbestos, cadmium, lead)..... | \$ 2,500 |
| Field Expenses, Equipment, Lodging, Mileage, Per Diems..... | \$ 1,900 |
| Subtotal..... | \$ 15,600 |

Phase II ESA (Conceptual)

| | |
|---|------------------|
| Field Geologist..... | \$ 2,500 |
| Project Management and Coordination (includes HASP and SAP preparation) | \$ 2,300 |
| Report Preparation..... | \$ 2,500 |
| GeoPrope/Drilling..... | \$ 3,500 |
| Laboratory Analysis | \$ 8,000 |
| Field Expenses, Equipment, Lodging, Mileage, Per Diems..... | \$ 1,200 |
| Subtotal..... | \$ 20,000 |
| Total Estimated Project Costs..... | \$ 42,100 |

Work Order

Applicable to Agreement for Services Dated February 21, 2023

Work Order Number 8 Dated January 16, 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: Former Empire Schoolhouse Restoration Project - Empire, MI: Due Care Planning, Brownfield Plan Evaluation

Funding Source: FY22 EPA Brownfield Assessment Grant

Grant Work Plan Reference: Task 2: Phase II Assessments, Task 3: Brownfield 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 Services."

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

Jeffrey C. Hawkins
Name of Firm (FISHBECK)

269.342.1100/jhawkins@fishbeck.com
Phone & Email

Dan Heinz, LCBRA Chair
Name (Client)

231.256.9812
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 Representative of FISHBECK noted above:

ACCEPTED AND AGREED TO:

LCBRA
(CLIENT – Name & Signature)

(FISHBECK – Representative Name & Signature)

Date _____

Date _____

Scope of Services

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. Concurrent with the LCBRA's evaluation of the project application, Fishbeck has prepared this Work Order for consideration and proposes Due Care planning activities and a Brownfield Plan evaluation.

Due Care Planning

If the project application is approved, the first step to utilizing USEPA assessment grant funds is obtaining site eligibility. Fishbeck will prepare an eligibility demonstration for the interim Director to submit to the USEPA. Several environmental reports exist for the subject property based on various previous environmental assessments. Fishbeck proposes to review and rely on existing environmental data to evaluate the site in the context of redevelopment plans. Fishbeck will engage with the property owners to understand how redevelopment plans relate to environmental conditions. These Due Care planning activities will facilitate an understanding of known environmental conditions and assist in determining if any conditions still need to be evaluated from an environmental perspective based on redevelopment plans and due care obligations.

Brownfield Plan Evaluation

Brownfield Plan evaluation activities are also included in this work order to work with the developers to understand proposed redevelopment plans and work with the village assessor to determine anticipated Future Taxable Value. Fishbeck also proposes to run TIF modeling to determine if a Brownfield Plan would be an appropriate tool for this project. After the evaluation is complete, and if sufficient tax increment is anticipated to be available, the LCBRA may consider preparation of a Brownfield Plan to allow for the reimbursement of eligible activities needed to redevelop the property. If desired, preparation of a Brownfield Plan would be covered in a subsequent work order.

Deliverables

After the Due Care planning and Brownfield Plan evaluation activities are complete, Fishbeck will prepare a memorandum of findings to include any recommendations for further assessment and whether preparation of a Brownfield Plan is an appropriate tool for the project.

Schedule

Eligibility documentation will be prepared within one week of receiving authorization to proceed. EPA requires 10–14 business days to conduct their review. Once eligibility is received, Due Care planning and Brownfield Plan evaluation activities can commence simultaneously. Review of existing data, engagement with the developers and assessor, and preparation of TIF modeling is anticipated to take four weeks. One additional week will be needed to prepare the Memorandum of findings.

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 approval.

| | |
|--|-----------------|
| Eligibility..... | \$ 500 |
| Due Care Planning..... | \$ 3,000 |
| Brownfield Plan Evaluation..... | \$ 2,500 |
| Total Estimated Project Costs | \$ 6,000 |

Claims & Accounts
Jan 16 2024
Leelanau County Brownfield Redevelopment Authority

| | | |
|----|--|-------------|
| 1. | Fishbeck – Invoice #430404 – Gen Services 101.000000.801-000 Contractual | \$ 2,137.25 |
| 2. | Fishbeck – Invoice #430405 – TIF Tracking and Annual Reporting 101.000000.801-000 Contractual | \$ 745.00 |
| 3. | Fishbeck - Invoice #430406 - Grant - Outreach 101.000000.801.200 Contractual | \$ 515.75 |

Total Claims & Accounts: **\$ 3,398.00**

**PREPARED &
PROOFED BY**
AM
VERIFIED BY

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: Gail Myer
Leelanau County Brownfield Redevelopment Authority
8527 East Government Center Drive, Suite 108
Suttons Bay, MI 49682-9718
United States

Invoice : 432669
Invoice Date : 1/8/2024
Project : 230894
Project Name : LCBRA/ General Consulting Services
Bill Term : BT1

For Professional Services Rendered Through 12/31/2023

WO2-GES / Amend 1

| | Fee | Available | Billings | | |
|----------------------------------|-----------|-----------|-----------------------------|-------------------------|-----------------|
| | | | To Date | Previous | Current |
| BP - General Consulting Services | 12,000.00 | 7,753.25 | 6,384.00 | 4,246.75 | 2,137.25 |
| <i>Rate Labor</i> | | 2,137.25 | | | |
| | | | | Current Billings | 2,137.25 |
| | | | Amount Due This Bill | | <u>2,137.25</u> |

Total Fee : 12,000.00
To Date Billings : 6,384.00
Total Remaining : 5,616.00

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SM
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BP - General Consulting Services

Rate Labor

Class / Employee

Hours

Rate

Amount

Production Support

Shelbey Senkewitz

1.50

84.0000

126.00 ✓

Senior Geologist

Therese Searles

10.00

118.0000

1,180.00 ✓

Senior Hydrogeologist

Jeffrey Hawkins

4.75

175.0000

831.25 ✓

Total Rate Labor

2,137.25

Total Bill Task: BP - General Consulting Services

2,137.25

Total Project: 230894 - LCBRA/ General Consulting Services

2,137.25 ✓

Payment Options

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 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 : 432671
Invoice Date : 1/8/2024
Project : 230505
Project Name : LCBRA/FY22 Grant Community Outreach/Programmatic Activities
Bill Term : BT1

For Professional Services Rendered Through 12/31/2023

WO2

| | Fee | Available | Billings | | |
|---------------------------------------|-----------|-----------|-----------------------------|-------------------------|---------|
| | | | To Date | Previous | Current |
| BP - Outreach & Programmatic (Task 4) | 11,000.00 | 4,380.50 | 7,135.25 | 6,619.50 | 515.75 |
| <i>Rate Labor</i> | | 515.75 | | | |
| | | | | Current Billings | 515.75 |
| | | | Amount Due This Bill | | 515.75 |

Total Fee : 11,000.00
To Date Billings : 7,135.25
Total Remaining : 3,864.75

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JSM
VERIFIED BY

BP - Outreach & Programmatic (Task 4)

Rate Labor

Class / Employee

Hours

Rate

Amount

Senior Geologist

Therese Searles

4.00

118.0000

472.00 ✓

Senior Hydrogeologist

Jeffrey Hawkins

0.25

175.0000

43.75 ✓

Total Rate Labor

515.75

Total Bill Task: BP - Outreach & Programmatic (Task 4)

515.75

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

515.75 ✓

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 : 432670
Invoice Date : 1/8/2024
Project : 230507
Project Name : LCBRA/Tax Increment Tracking and Annual Reporting
Bill Term : BT2

For Professional Services Rendered Through 12/31/2023

WO 1- GES/ Amend 1

| | Fee | Available | Billings | | |
|--|----------|-----------|-----------------------------|----------|---------|
| | | | To Date | Previous | Current |
| 2024 SOA/RA - 2024 Statement of Account/Reimbursement Analysis | 4,500.00 | 4,500.00 | 745.00 | 0.00 | 745.00 |
| <i>Rate Labor</i> | | 745.00 | | | |
| 2024 Report - 2024 Annual Reporting (for FY 2023) | 1,500.00 | 1,500.00 | 0.00 | 0.00 | 0.00 |
| | | | Current Billings | | 745.00 |
| | | | Amount Due This Bill | | 745.00 |

Total Fee : 6,000.00
To Date Billings : 745.00
Total Remaining : 5,255.00

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VERIFIED BY

2024 SOA/RA - 2024 Statement of Account/Reimbursement

Analysis

Rate Labor

Class / Employee

| | <u>Hours</u> | <u>Rate</u> | <u>Amount</u> |
|---|---------------|-------------|-----------------|
| Staff Environmental Specialist | | | |
| Logan Mulholland | 3.75 | 84.0000 | 315.00 ✓ |
| Olivia Selby-Tomaszewicz | 5.00 | 86.0000 | 430.00 ✓ |
| Total Staff Environmental Specialist | ----- 8.75 | | ----- 745.00 |

Total Rate Labor

745.00

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

745.00

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

745.00 ✓