

# Leelanau County Brownfield Redevelopment Authority (LCBRA)

**Meeting Date:** Tuesday AUGUST 15, 2023 at 10:00 am

**Location:** Leelanau County Government Center

## Members

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

## Director

Trudy Galla

- CALL TO ORDER & PLEDGE OF ALLEGIANCE
- ROLL CALL
- PUBLIC COMMENT
- DIRECTOR COMMENTS
- CONSIDERATION OF AGENDA
- CONFLICT OF INTEREST
  
- CONSIDERATION OF MINUTES – JULY 18, 2023 *pgs 2-5*
  
- 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 6-7*
  - b. Fishbeck – EPA Assessment Grant *pgs 8-11*
  
- OLD BUSINESS
- NEW BUSINESS
  - 1. Consideration – TIF Repayment to Courthouse Redevelopment Group (CRG) *pgs 12-27*
  - 2. Update – Brownfield 2023 National Conference (Allen, Eftaxiadis, Galla)
- FINANCIALS
  - 1. Claims & Accounts \$ 7,094.75 *pgs 28-40*
  - 2. Post Audit, Budget Amendments, Transfers
  
- CORRESPONDENCE/COMMUNICATION ITEMS
- PUBLIC COMMENT
- DIRECTOR COMMENTS
- MEMBER / CHAIRPERSON COMMENTS
- ADJOURN

**A regular meeting of the Leelanau County Brownfield Redevelopment Authority (LCBRA) was held on Tuesday, July 18, 2023 at the Leelanau County Government Center.**

**CALL TO ORDER**

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

**ROLL CALL**

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

**Members absent:** None

**Staff:** T. Galla, Director

**Public:** J. Hawkins, L. Mawby

**PUBLIC COMMENT**

Larry Mawby, encouraged favorable action on item 1, New Business, a. and b.

**DIRECTOR COMMENTS - None.**

**CONSIDERATION OF AGENDA**

*Motion by Foster, seconded by Allen, to accept the agenda as presented. Motion carried 7-0.*

**CONFLICT OF INTEREST – None.**

**CONSIDERATION OF JUNE 20, 2023 MINUTES**

*Motion by Allgaier, seconded by Foster, to approve the minutes as presented. Motion carried 7-0.*

**CONSENT AGENDA**

- a. Fishbeck – General Consulting and TIF Management
- b. Fishbeck – EPA Assessment Grant

*Motion by Foster, second by Allgaier, to accept the consent agenda as presented. Motion carried 7-0.*

**OLD BUSINESS – None.**

**NEW BUSINESS**

Letters of support for Rural Readiness Grant applications

- a) Leelanau County application

*Motion by Allgaier, seconded by Foster to approve the letter of support for submittal of the Rural Readiness Grant county application. Motion carried 7-0.*

- b) Peninsula Housing application

*Motion by King, seconded by Allgaier, to approve the letter of support for Peninsula Housing for submittal of the grant. Motion carried 7-0.*

c) Update to changes to Act 381 – Jeff Hawkins, Fishbeck

Hawkins passed out a flyer on changes to Act 381 for new brownfield incentives for housing development. He put together a flyer that explains the basic changes. The governor and her administration are very interested in creating more housing. Michigan is about 75,000 units short in the state as far as the need. Several different groups have been working to try and pass changes to assist with the number of units being constructed. Several amendments worked through the house and senate, but are not passed by the governor yet. It is tie-barred to another bill with other changes to act 381. Basically, the amendment allows for state and local tax increment revenues to go towards housing development activities. When they classify a site as being a brownfield, properties that involve housing can be considered eligible for a brownfield plan. This has allowed them to expand the eligible activities that could be reimbursed under a brownfield plan. If you are not a core community, you can't do those expanded eligible activities. This would expand that for infrastructure to support housing (gas, electric, sewer, etc.). Those might be eligible costs, including demolition and site preparation that support housing. There is a financing gap for cost of construction and selling price. In Maple City, we tried to cover the gap but now it would be allowed without using the land bank. There are acquisition costs to factor in as well. The majority of these housing eligible activities are for housing up to 120% of Area Median Income (AMI), and that's probably a pretty high number in Leelanau County.

Payments in lieu of taxes and even the fee could potentially be captured through a brownfield plan. Administrative cost may be bumped from \$100,000.00 annually to \$125,000.00 annually. In the past, any projects proposed for housing up to 120% AMI which would pursue capture of school taxes had to do an Act 381 work plan. Now, school taxes captured through a brownfield plan would be reviewed by Michigan State Housing Development Authority (MSHDA) which changes the review body at state level. The amendment allows removal of lead, asbestos, mold and demolition of up to \$250,000.00 and they can capture school taxes to allow for this. Also, there is an opportunity in the amendment, that if there is no income subsidy associated with market rate housing, they can go over school taxes to pay for all of these without an Act 381 work plan. This is up to 120% AMI and doing a school tax, then taking the work plan to MSHDA for review, but if you are doing it for market rate housing and capture school tax, then you don't need a work plan approved through MSHDA. The process to go through MSHDA for approval of an Act 381 work plan has not been drafted yet. Within 30 days, they should have some webinars in place so that they will understand what this looks like. Foster asked if they are increasing staff at MSHDA to handle all of this? Hawkins said they might be considering that. They already have a relationship with Environment, Great Lakes, and Energy (EGLE) and two staff members that work with MSHDA. Hopefully that will continue. They have received calls from developers already who will be interested in taking advantage of these tools.

## **FINANCIALS**

### **Claims & Accounts**

***Motion by Allgaier, seconded by King, to approve Claims & Accounts in the amount of \$8,188.59.  
Motion carried 7-0.***

Heinz stated that last month he brought up a payment around \$6,000.00 and the reimbursement from the EPA grant. Galla informed him after each meeting, she submits electronically the request to the Environmental Protection Agency (EPA) and they pay back promptly. They reimburse quickly.

**Post Audit, Budget Amendments, Transfers – None.**

**CORRESPONDENCE/COMMUNICATION ITEMS - None.**

## **PUBLIC COMMENT**

Mawby thanked members.

## **DIRECTOR COMMENTS**

Galla gave an update on the Bluebird project. Galla, Hawkins and Heinz met with Mr. Telgard, Bluebird owner, and township supervisor to see where the project stands and to introduce the idea to the supervisor that the Telgard's will be looking for a brownfield plan for the site. They met inside the Bluebird, and they talked about what has already been done and what needs to be done. Galla said she would keep her eyes on any funding that could help offset the costs. They have run into some issues as far as what they planned on doing and splitting the parcels. There are certain requirements when splitting the parcels.

Hawkins said they have already completed some of the due diligence that they were working on before with the hazardous materials on site. The Telgard's mentioned there were a couple tanks filled in with concrete on the site. A brownfield plan for the site, as part of the work order that is approved, was initiated that but they had to do some other work on the site. They anticipate looking at their schedule for deconstruction and construction on that site, hopefully they have a brownfield plan to bring before you soon. They have to have the township board review it and adopt it, as well. Then it goes on to the Board of Commissioners for a public hearing and approval. Heinz asked if all of that is under a time frame by end of September as he wants to do demolition. Hawkins replied yes, he may proceed with asbestos abatement because it has to be done before demolition. They need to get in front of the township board, sooner than later.

Heinz asked for confirmation that there was already a brownfield plan adopted for Bluebird? Hawkins said it is not done yet. The first step was site eligibility and a brownfield plan, they didn't anticipate anything else to be done. Once they started, they realized they needed more things done - for instance, they had a demolition estimate but not asbestos so there were elements that needed to be evaluated and established. So that's why they shifted and now that they have that data, they can go back to developing the brownfield plan.

Allgaier asked if legislation is passed? Hawkins said if passed they can use school taxes for pretty much everything they are talking about. Whether you do a \$50,000.00 or a \$10 million project, they had to go through same process for using school taxes. It is proposed in amendments that they put an automatic ceiling of \$250,000.00 for a smaller project so they don't have to go through that approval process with the state. The risk you have is that the plan doesn't get approved and you have incurred those expenses. In northern Michigan, construction window is narrower than other parts of the state. Hawkins would like to try and get things rolling.

Eftaxiadis asked Hawkins about support for this project. Hawkins said the intent was just to present the project so they knew what was going on. Years ago, they did the brownfield plan for the Leland site. There are three generations on the Bluebird property so their intent is to continue the family tradition with the Bluebird. Looking at their taxes, they've paid over three generations worth and they pay a substantial number of Residential Equivalent Unit's (REU) on the sewer system which supports that sewer system.

Eftaxiadis asked Hawkins if he has seen anything in the amendments concerning the application of the \$250,000.00 capped for demolition as related to becoming a pre-approved activity? Any discussion about looking back for one year? Hawkins replied that he was not aware of anything. It is a pretty loose interpretation. Eftaxiadis always thought that but it was in the policy for a one-year timeframe. Hawkins answered that policy is from Michigan Economic Development Corporation (MEDC) when they were in the position to make the review/approval. Now that this is pre-approved, they don't need to ask them for approval.

Heinz asked Galla about the Kyle Evans property in Northport, the former hospital. She said the Leelanau County Land Bank Authority was awarded a \$751,000.00 grant to do demolition and help that project along. A brownfield plan on that site may be considered. The funds from the state go a long way for them to get the property ready for development.

#### **MEMBER / CHAIRPERSON COMMENTS**

Eftaxiadis said in regard to the amendments to Act 381, we may want to consider the projects we do. Tomorrow, MEDC and EGLE will have a webinar and they will go into these changes. He expects there will be a lot of questions on implementation. He didn't know if there was still time to register for it.

King asked Hawkins if Fishbeck could differentiate the information on the memos for the consent agenda. As an example, pages 9-10 of the Bluebird memo mention everything that has happened with a small update that is new at the very end. Perhaps italicize or use a different way to highlight the new information so it is easier to locate the update.

Heinz asked if this document goes to EPA? Galla replied, no. Hawkins said it is tied to invoices for that period so information is related to what you are approving. Hawkins appreciated the request. He wanted to remind them of what happened on projects but will differentiate the new information in the future.

#### **ADJOURN**

**Motion by Foster, seconded by Allgaier to adjourn.**

Meeting adjourned at 10:37 am.

## Memo

**TO:** Trudy J. Galla, AICP, Director – Leelanau County Brownfield Redevelopment Authority

**FROM:** Therese Searles and Jeff Hawkins

**DATE:** August 15, 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 Services (W.O. #2-GS)

#### 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. **Activities included in this month's invoice for consideration involved discussions to prepare work orders and a Township Brownfield 101 Presentation.**

#### Project Invoices for Consideration:

Invoice #426199 (\$88.50)

### 2. 2023 Tax Increment Tracking and Annual Reporting (W.O. #1-GS)

#### 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 for 2023 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. As we have assisted in previous years, Fishbeck will also assist the LCBRA with Annual Reporting through the MEDC online portal in August of 2023. Fishbeck tracks the collection of TIR received on a continual basis as those checks come in and are forwarded on by Trudy Galla. **Activities included in this month's invoice were related to review of TIF received, review of Reimbursement Analyses, and drafting the MEDC Annual Report.**

#### Project Invoices for Consideration:

Invoice #426200 (\$605.00)

Leelanau County Brownfield Redevelopment Authority  
General Services  
Budget and Cost Summary

8/6/2023

Number		Activity	Budget Estimates		Actual			Project Budget Remaining			
Project	W.O.		Site/Phase	Total	Invoice No.	Invoice Date	Total Invoiced Amount	Total	Project Complete		
230507	1-GS	Tax Increment Tracking and Annual Reporting	\$	4,900.00	Invoice Total	421222	3/13/2023	\$	333.75		
						422202	4/5/2023	\$	63.75		
						230507	5/8/2023	\$	283.50		
						424163	6/8/2023	\$	126.00		
						425212	7/6/2023	\$	892.00		
						<b>426200*</b>	<b>8/2/2023</b>	\$	<b>605.00</b>		
					<b>Project Subtotal</b>			\$	<b>2,304.00</b>	<b>Project Subtotal Remaining</b>	<b>\$ 2,596.00</b>
					Invoice Breakdown						
		Statement of Account and Reimbursement Analysis Preparation	\$	3,700.00	Stmt of Acct/RA	421222	3/13/2023	\$	333.75		
						422202	4/5/2023	\$	63.75		
						423195	5/8/2023	\$	147.00		
						424163	6/8/2023	\$	126.00		
						425212	7/6/2023	\$	892.00		
						426200	8/2/2023	\$	563.00		
					Phase Subtotal			\$	2,125.50	Phase Subtotal Remaining	\$ 1,574.50
		Annual Reporting	\$	1,200.00		423195	5/8/2023	\$	136.50		
						426200	8/2/2023	\$	42.00		
					Phase Subtotal			\$	178.50	Phase Subtotal Remaining	\$ 1,021.50
230894	2-GS	General Consulting	\$	6,000.00	Invoice Total	423194	5/4/2023	\$	59.00		
						425213	7/6/2023	\$	59.00		
						<b>426199*</b>	<b>8/2/2023</b>	\$	<b>88.50</b>		
					Project Subtotal			\$	206.50	Project Subtotal	\$ 5,793.50
		Approved Project Budgets Subtotal	\$	10,900.00	<b>Total Expended</b>			\$	<b>2,510.50</b>	<b>Budgets Remaining</b>	<b>\$ 8,389.50</b>
		Estimated Budget Remaining	\$	-						Check	\$ 10,900.00
		Project Budgets Returned									
		Available Budget Remaining	\$	8,389.50							
		Notes:									

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## Memo

**TO:** Trudy J. Galla, AICP, Director – Leelanau County Brownfield Redevelopment Authority

**FROM:** Therese Searles and Jeff Hawkins

**DATE:** August 15, 2023

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

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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. This activity is complete. There are no further invoices for consideration.

Project Invoices for Consideration:

N/A

### 2. Community Outreach and Programmatic

Project No: 230505 – W.O. # 2

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, preparing the quarterly report, and inputting updated project information into ACRES.*

Project Invoices for Consideration:

Invoice #426201 (\$989.25).

### 3. Bluebird Redevelopment Project - 102 & 103 E. River St. and 101 E. Main St., Leland, MI

Project No: 230504 – W.O. # 3

Update:



Skip (Daryl) and Lynn Telgard submitted a project application to the LCBRA for their Bluebird Redevelopment Project in Leland. The Telgards are the 3<sup>rd</sup> generation to run the Bluebird restaurant and tavern, founded in 1927, situated one block from Fishtown and serving both locals and tourists. Historically, the property was used for the production of charcoal for a nearby iron works in the 1800s. The property is currently developed as two restaurants, one storage facility, one retail store, and associated parking. The property at 101 S Main Street was formerly used as a gas station, with a leaking underground storage tank (Facility ID 00036063) which has since been closed. The developer intends to demolish the current Bluebird building as it is deteriorating, including a failing roof, ventilation system, and windows. In addition to its deteriorating status, many code updates have occurred since its original construction and the building has been determined to be functionally obsolete by the local assessor. The Bluebird will be rebuilt as a smaller restaurant with a rentable commercial space, occupying less land and located closer to the river. The owners also worked with EGLE through its permitting process to stabilize the riverbank by repairing a seawall. Private investment is anticipated at \$3,000,000, with the creation of 25 jobs anticipated. The developers have requested support from the LCBRA through the preparation of a brownfield plan to allow for the reimbursement of eligible costs (work order #3), which was approved by the LCBRA on February 21, 2023. 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. The assessor prepared an affidavit of functional obsolescence for the property. The Telgards have requested additional support from the LCBRA to include a Phase I ESA, pre-demolition asbestos surveys for both structures on the property, and a conceptual budget for a Phase II ESA, if needed. The LCBRA approved an amended work order (WO#3, Amendment No. 1) on April 18, 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). Fishbeck met with the USEPA to determine if an additional funding source could be utilized to conduct a Ground Penetrating Radar (GPR) survey utilizing USEPA field services. It was determined that it would be most appropriate to utilize the LCBRA's EPA Assessment Grant funds to conduct further assessment. ***The field work for the GPR survey has been completed and the report is being prepared. Preparation of the Brownfield Plan is underway. Also, a brownfield redevelopment 101 presentation is scheduled for August 14<sup>th</sup> with Leland Township in preparation of the Bluebird Brownfield Plan being considered for support in the near future.***

**Project Invoices for Consideration:**

Invoice #426202 (\$2,315.50).

**4. Centerville Township Dump – Centerville Township, MI**

**Project No: 231190 – W.O. # 4**

**Update:**

Centerville Township owns a 14-acre parcel of land that is a closed Township dump site located on Gatzke Road in Centerville Township. There is little information known regarding operation of the dump with respect to years in operation, geographic boundaries, specific materials dumped on the site, etc. Based on local knowledge, the dump is believed to have closed in the mid-1970s or earlier. Centerville Township is evaluating future plans for the site including the potential to redevelop the site for reuse as a public park or selling the property to fund other Township needs. Centerville Township is seeking funding support through the Leelanau County Brownfield Redevelopment Authority (LCBRA) to conduct assessment of the property to determine appropriate reuse options for the property and identify what activities may be needed to safely reuse the site. The LCBRA approved funding a Phase I ESA at the June LCBRA meeting to assist with understanding the historical context and geographic boundaries of the former dump site. Completion of the Phase I ESA will also inform the scope of subsequent

assessment needed based on any Recognized Environmental Conditions (RECs) that may be identified in the Phase I ESA. ***An Eligibility Demonstration was prepared and submitted to the USEPA on June 29, 2023. Eligibility was confirmed on July 12, 2023. The Phase I ESA is underway.***

**Project Invoices for Consideration:**

Invoice #426203 (\$2,802.00).

**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 fundings source requests used to support the project and results of the Pre-Demolition Hazardous Materials Inspection will inform the decision to consider preparation of a Brownfield Plan.

***An Eligibility Demonstration was prepared and submitted to the USEPA on June 29, 2023. Eligibility was confirmed on July 11, 2023. Fishbeck prepared the Health and Safety Plan (HASP), which was accepted, and Sampling and Analysis Plan (SAP), which was approved by the EPA on August 2, 2023. The field work for the Pre-Demolition HMI is scheduled for August 23-25, 2023.***

**Project Invoices for Consideration:**

Invoice #426204 (\$294.50).

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

08/06/2023

Number	Grant	Activity	Budget Estimates	Actual			Project Budget Remaining	
Project	W.O.	Site/Phase	Total	Invoice No.	Invoice Date	Total Invoiced Amount	Total	Project Complete
		Initial Grant Award	\$ 250,000.00					
County	4	Personnel	\$ 4,000.00			\$ -		
County	4	Travel	\$ 3,000.00		BF Conference Aug, 2022	\$ 1,469.17		
County	4	Supplies	\$ -			\$ -		
County	4	Other	\$ -			\$ -		
		County Subtotal	\$ 7,000.00	County Subtotal		\$ 1,469.17	County Subtotal	
		Contractual - Fishbeck	\$ 243,000.00			\$ -	\$ -	
230506	1	2	QAPP	\$ 3,000.00	Invoice Total 423193	5/4/2023	\$ 3,000.00	
				Project Subtotal		\$ 3,000.00	Project Subtotal Remaining \$ -	
230505	2	4	Community Outreach and Programmatic	\$ 6,000.00	Invoice Total 421223	3/13/2023	\$ 42.50	
					422203	4/5/2023	\$ 590.00	
					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	
				Project Subtotal		\$ 4,390.75	Project Subtotal Remaining \$ 1,609.25	
230504	3	1,2,3	Bluebird Redevelopment Project	\$ 35,300.00	Invoice Total 421224	3/13/2023	\$ 127.50	
					422204	4/5/2023	\$ 1,057.20	
					423197	5/4/2023	\$ 1,458.50	
					424160	6/8/2023	\$ 8,661.32	
					425223	7/6/2023	\$ 5,988.89	
					426202*	8/2/2023	\$ 2,315.50	
				Project Subtotal		\$ 19,608.91	Project Subtotal Remaining \$ 15,691.09	
				Invoice Breakdown				
	3	3	Brownfield Plan	\$ 5,000.00	Brownfield Plan 421224	3/13/2023	\$ 127.50	
					422204	4/5/2023	\$ 1,057.20	
					423197	5/4/2023	\$ 193.50	
					424160	6/8/2023	\$ 600.25	
					425223	7/6/2023	\$ 195.00	
					426202	8/2/2023	\$ 841.50	
				Phase Subtotal		\$ 3,014.95	Phase Subtotal Remaining \$ 1,985.05	
	3-A# 1	1	Phase I ESA	\$ 3,000.00	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	\$ 12,000.00	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	
				Invoice Breakdown				
	3-A# 1	2	Phase II ESA (Conceptual)	\$ 15,300.00	Phase II ESA 425233	7/6/2023	\$ 176.00	
					426202	8/2/2023	\$ 1,474.00	
				Phase Subtotal		\$ 1,650.00	Phase Subtotal Remaining \$ 13,650.00	
231190	4	1	Centerville Township Dump Site	\$ 3,000.00	Invoice Total 425224	7/6/2023	\$ 198.00	
					426203*	8/2/2023	\$ 2,802.00	
				Project Subtotal		\$ 3,000.00	Project Subtotal Remaining \$ -	
				Invoice Breakdown				
		1	Phase I ESA	\$ 3,000.00	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	
				Project Subtotal		\$ 551.50	Project Subtotal Remaining \$ 12,548.50	
				Invoice Breakdown				
		2	Pre-Demolition HMI	\$ 13,100.00	525225	7/6/2023	\$ 257.00	
					426,204.00	8/2/2023	\$ 294.50	
				Phase Subtotal		\$ 551.50	Phase Subtotal Remaining \$ 12,548.50	
				Approved Project Budgets Subtotal		\$ 60,400.00	Invoice Total \$ 30,551.16	Budgets Remaining \$ 29,848.84
				Estimated Contractual Budget Remaining		\$ 182,600.00	Actual Contractual Budget Remaining and un-invoiced \$ 212,448.84	Check \$ 243,000.00
				Project Budgets Returned		\$ -		
				Available Contractual Budget Remaining		\$ 182,600.00		
				Notes:				

June 10, 2019

Trudy Galla  
Planning Director  
Leelanau County  
8527 E. Government Center Rd.  
Suttons Bay, MI 49682

Re: Reimbursement Request

Dear Trudy,

Pursuant to the Brownfield Development and Reimbursement Agreement (the "Agreement") dated September 20, 2016 between the Leelanau County Brownfield Redevelopment Authority (the "Authority") and Courthouse Redevelopment Group LLC (the "Developer"), this letter requests reimbursement from the Authority for \$38,862.50 which is the amount of the Developer match paid to the Authority by Developer under the Agreement.

Please let me know if you would like any additional information or if I can assist in any way.

Thank you in advance for your help.

Kind regards,



Courthouse Redevelopment Group LLC  
PO Box 72  
Leland, MI 49654

By Iron Bridge Capital LLC  
Manager  
By Ross Satterwhite  
Member

**A regular meeting of the Leelanau County Brownfield Redevelopment Authority was held on Tuesday November 19, 2019 at the Government Center.**

**CALL TO ORDER:** Meeting called to order by Chair Egan at 10:20 am, who led the Pledge of Allegiance.

**Roll Call:** K. Egan, J. Arens, D. Bushey, R. Foster, R. Harmson, C. Janik, P. Soutas-Little

**Staff:** T. Galla

**Public:** J. Hawkins

### **CONSIDERATION OF AGENDA**

*Motion by Foster, seconded by Janik to approve the agenda as presented. Carried 7-0.*

**CONFLICT OF INTEREST** - None

### **CONSIDERATION OF 9-17-19 MIUTES**

*Motion by Harmson, seconded by Janik to accept the minutes as presented. Carried 7-0.*

**PUBLIC COMMENT** – None

### **DIRECTOR COMMENTS**

Galla reported she and Egan were all set for the Brownfield 2019 conference in Los Angeles. Egan received a scholarship to cover lodging and the registration. Egan noted she will not be in attendance at the December LCBRA meeting.

### **CONSENT AGENDA**

*Motion by Soutas-Little, seconded by Harmson to accept the consent agenda, as presented. Carried 7-0.*

### **OLD BUSINESS**

**Update on Tax Increment Financing (TIF) reimbursement request, and record keeping**

Hawkins said there was a motion last month to accept the payment request from Courthouse Redevelopment Group (CRG/Ross Satterwhite) for reimbursement of \$38,862.50 which was 50% of the 20% match required for the EPA Revolving Loan Fund (RLF) that was used at the former Government center site. Last meeting you approved that request, subject to availability of TIF. In our conversations, Galla asked for a memo talking about that request. It is important to go back in history and look at it and the expected TIF from the buildout plan.

Soutas-Little said all properties have been sold. Hawkins said that is progress but we have not seen buildings being built yet and that is really where tax increment takes off to generate enough to pay for outstanding obligations on this brownfield plan. The gist of it is current tax capture is approximately \$30,000 annually on that property based on taxes being paid on the lots. When it comes to the development reimbursement agreement there is a pecking order of when and how you can use the tax generated on the project. First – debts, 2<sup>nd</sup> – administration costs, and 3<sup>rd</sup> is developer's cost. In this case, you have not taken out anything for administration. Any TIF that is available should go toward annual

state EGLE payment of \$42,953.28. So, you are really not able to cover your obligations with what you are capturing. Based on policies you have in place, available TIF, and progress made on site with regard to redevelopment, the response back to CRG would be that you accepted their request for reimbursement and approved that request, but you can not pay it until your obligations have been met and you have available TIF. In the schedule that was conceived, the 1<sup>st</sup> payment was going to be around 2017 and the schedule was based on a lot of assumptions. However, there is not enough tax increment being generated. We anticipated in 2019 on a partial buildout on the site, it would generate about \$66,000 in TIF and we are only about half of that. We have a long way to go.

Soutas-Little asked if CRG participated in those projections and Hawkins said yes, they provided a proposed buildout schedule. Soutas-Little asked what they expected the first year. Hawkins said he thought it was 3 or 4 homes in 2018-2019 and a few homes after that. Soutas-Little said it was not just the sale of the lots and Hawkins concurred. The sale of the lots was not going to create a lot, it was the building of the homes.

Egan said the tax increment for 2020 won't change from 2019 as it is based on what is on the property for Dec. of 2019. So, we have another year of this same amount coming in.

Egan said there was no action needed. Response back to CRG could be sharing of this memo showing we can not reimburse at this time. Hawkins read last paragraph of memo.

Egan said we could request the Director send the last paragraph or give more information? Soutas-Little suggested adding in to the memo that the projections from them for TIF is not there. Projection was based on number of homes that were to be built by now.

Janik asked if the documents had a clause that they had to build homes within a number of years. Galla said it may be in their association documents.

Janik talked to Steve Christensen a while ago and reminded him that once development starts the dirt goes on the county parcel.

Arens commented on Soutas-Little point, and agreed we need to mention that delay is not county responsibility, we are waiting for something to happen there.

Egan suggested adding 'provided projections...'

Arens asked why there is a delay. Soutas-Little said Satterwhite didn't know why owners have not started building yet. Arens asked when they would get started. Janik stated Satterwhite fulfilled his part by selling the lots. Hawkins said the availability of builders may be a problem.

***Motion by Janik to authorize Galla to work with consultant Jeff Hawkins and give CRG, Ross Satterwhite the documentation in response to his request. Secoded by Harmson. Carried 7-0.***

## **New Business**

### **1. Work Order Request #22**

Hawkins reported that Galla asked for a work order addressing general services which would go through the end of 2021. This doesn't necessarily address the existing contract. Hawkins said the Work Order

**BROWNFIELD DEVELOPMENT AND REIMBURSEMENT AGREEMENT**  
**Leelanau County Brownfield Redevelopment Authority, Leelanau County, Michigan**

This Development and Reimbursement Agreement is entered into on September 20, 2016, by the Leelanau County Brownfield Redevelopment Authority (“Authority”), a Michigan public body corporate established pursuant to Act 381 of the Public Act of 1996, as amended, MCL 125.2651 et seq. (“Act 381”), whose address is 8527 E. Government Center Dr., Suite 108, Suttons Bay MI 49682 (the “Authority”), and Courthouse Redevelopment Group LLC, a Delaware Limited Liability Company, whose address is c/o Ross Satterwhite, PO Box 72, Leland MI, 49654 (the “Developer”).

**RECITALS**

This Development and Reimbursement Agreement is made under the following circumstances:

- A. Developer has entered into a Purchase and Sales Agreement dated May 15, 2016, as amended with the Authority to purchase the real property which is described in the attached Exhibit A, commonly known as S. Grand Avenue and S. Chandler Street, Leland, Michigan 49654, Leland Township, Leelanau County (the “Property”); and
- B. The Developer proposes to subdivide the Property into single family home lots (the “Development”); and
- C. The Development is expected to create construction and indirect jobs and significantly increase taxable values for the applicable taxing jurisdictions; and
- D. The following reports have been completed for the Property:
  - Brownfield Redevelopment Assessment (BRA) Report, Leelanau County Courthouse Campus, 301 E. Cedar St., Leland, Michigan (MIB000000134), MDEQ, August 28, 2007
  - BRA Report, River Office, 112 S. Chandler St., Leland, Michigan (MIB000000137), MDEQ, September 5, 2007
  - Otwell Mawby, P.C. – Phase I ESA, Former Leelanau County Complex Property, 10 Parcels, Unincorporated Village of Leland, Leland Township, Leelanau County, Michigan, June 2008
  - Phase II ESA, Former Leelanau County Complex, Unincorporated Village of Leland, Leelanau County, Michigan, Envirollogic Technologies, Inc., September 15, 2008
  - BEA, Former Leelanau County Complex, Unincorporated Village of Leland, Leelanau County, Michigan, Envirollogic Technologies, Inc., October 10, 2008
  - Benzie-Leelanau County District Health Department—Assessment of the Suitability of Proposed On-Site Water Supply, Rivertown Leland and Rivertown Cottages, Unincorporated Village of Leland, Leelanau County, Michigan, April 6, 2010
  - Analysis of Brownfield Cleanup Alternatives (ABCA), November 23, 2015
  - Community Relations Plan—Former Leelanau County Government Complex, January, 25, 2016
  - Act 381 Work Plan, Former Leelanau County Complex, 301 E. Cedar St., Leland, Michigan, Envirollogic Technologies, Inc., April 12, 2016
- E. The Property is considered “eligible property” as defined by Act 381, Section 2 because (a) it was previously utilized or is currently utilized for a commercial purpose; (b) it is

located within Leland Township, Leelanau County, which is not a qualified local governmental unit, or "Core Community" under Act 381; and (c) each of the parcels comprised by the Property has been determined to be a "facility"; and

- F. As a "facility", the Property is an "eligible property" for which eligible activities as defined in the Brownfield Redevelopment Financing Act (Public Act 381 of 1996, as amended; MCL 125.2651 et seq.), have been identified under a Brownfield Plan, approved by the Authority and the Leelanau County Board of Commissioners ("County"), with the concurrence of the Leland Township Board, which is attached in Exhibit A and made part of this Agreement; and
- G. Eligible activities in the Brownfield Plan and Act 381 Work Plan, if applicable, have been approved by the Authority and/or MDEQ/ Michigan Strategic Fund ("MSF") (formerly known as the Michigan Economic Growth Authority ("MEGA") and hereto forward referred to as MSF) and EPA as applicable and as provided in Act 381; and
- H. The Brownfield Plan that has been prepared and has been in-place for this site describes the eligible environmental and other activities as reasonably necessary for the Development and includes eligible activities previously conducted by the Authority; and
- I. The Brownfield Plan for the Property which has been approved by the Authority describes the eligible environmental and other activities and their attendant costs in summary form based upon the information provided by the Developer's plans and the cleanup activities being conducted by the Authority; sets out an estimate of the captured taxable value as provided by the Developer, an estimate of the tax increment revenues, an estimate of the reimbursement payment schedule, and an estimate of the impact of tax increment financing on the revenues of the taxing jurisdictions. The eligible activities costs in the Brownfield Plan are estimated budget amounts; and
- J. Accordingly, the purpose of this Development and Reimbursement Agreement is to set out the obligations of the parties to this Agreement for reimbursement of costs incurred for eligible activities as approved by the Authority and/or MDEQ/MSF as applicable.
- K. All of the past and current eligible activities subject to the Brownfield Plan and this Agreement are being conducted by the Authority in order to prepare the site for redevelopment. The Authority is conducting cleanup activities subject to the County's EPA Revolving Loan Fund Grant from which the County is loaning the Authority the funds to conduct the cleanup. The loan requires a 20% match of which the Developer has agreed to fund half of the match, up to \$40,000 for the Developer. The Developer's match calculation will be based on all costs, including Authority/County staff time and expenses, cash outlays and other relevant expenses. The Developer's portion of the match is due and payable at closing.
- L. Following reimbursement of all amounts due the Developer and the Authority from applicable and available Tax Increment Revenues (as defined below), additional tax increment revenues will be deposited into the local site remediation revolving fund; provided, however, that pursuant to Section 13(5) of Act 381, such deposits shall be made no longer than 5 years after the time that capture is required to pay the Eligible Costs and Plan Costs.



NOW, THEREFORE, based upon the recitals set forth above and in consideration of the mutual terms and conditions set forth below, the Developer and the Authority agree as follows:

1. **Description of Development:** The Developer proposes to subdivide the Property and make necessary infrastructure investments to permit the resale of up to 10 single family home sites (the "Development"), and has submitted or may submit hereafter such site plans and specifications, and other documents to Leland Township for approval.
2. **Capture of Taxes.** During the term of this Agreement, the Authority shall capture all applicable and appropriate Tax Increment Revenues from the Property and use those Tax Increment Revenues as provided in this Agreement.
3. **Reimbursement for EPA Revolving Loan Fund Match:**
  - a. The Authority has agreed to clean up the subject property providing a MDEQ-approved Documentation of Due Care Compliance which would allow full use and enjoyment of the property subject to the appropriate restrictions, including the use of two existing Type III Water Supply Wells.
  - b. In order to fund this cleanup, the Authority has received a loan from the County's EPA Revolving Loan Fund Grant. This loan requires a 20% match for the costs incurred under the loan as outlined in the Analysis of Brownfield Cleanup Alternatives (ABCA) and MDEQ approved Act 381 Work Plan.
  - c. The Developer has agreed to fund half of the 20% match for the costs incurred by the Authority, not to exceed \$40,000 for the Developer. The actual calculation of the match will be determined upon completion of the cleanup activities as noted above by the Authority.
  - d. The Authority shall reimburse the Developer, to the extent permitted by law, for Developer's match up to \$40,000, for the reasonable and necessary costs of the eligible activities that have been approved by the Authority, MDEQ and/or EPA as applicable, subject to the terms and conditions of this Agreement and the Estimated Tax Capture Reimbursement Table attached hereto. The Authority or its assignees will review and approve all items, as covered by this Reimbursement Agreement.

**4. Limitation of Amount of Reimbursement.**

- a. Such reimbursement shall not be more than the tax increment revenues captured during the duration of the Brownfield Plan, minus administration, reimbursement to the Authority for any expenses the Authority incurred through grants or loans, and MDEQ loan repayment (if applicable) from the taxable improvements located on the Property, including both real property and personal property. Nor shall the total amount of reimbursement be for more than the reasonable and necessary cost of the eligible activities approved by the Authority, MDEQ and/or EPA, as applicable, which are part of the required match.
- b. Such tax increment revenues may be appropriated annually by the Authority for other expenses and allocations including, administrative and operating expenses, or the local site remediation revolving fund, as permitted by Act 381, and set forth in the Brownfield Plan.
- c. The amount of reimbursement to the Developer for approved eligible environmental activities included in the EPA Revolving Loan 20% match may be up to a maximum of **\$40,000** (forty thousand and 00/100 dollars) subject to approval by the Authority, MDEQ

and/or EPA, as applicable, minus administration, reimbursement to the Authority for any expenses the Authority incurred through grants or loans, and MDEQ loan repayment (if applicable). A description of the proposed eligible activities and their attendant costs is included in the Brownfield Plan, Act 381 Work Plan and ABCA, for the Development. The estimated Tax Capture Reimbursement Schedule with associated assumptions is attached as Exhibit B. The cost of any eligible activity incurred prior to being approved by the MDEQ and/or MSF, as applicable, shall not be reimbursed except as authorized by Act 381 and approved by the Authority.

- d. The Developer acknowledges by signature of this Agreement that the Authority is not obligated to provide additional reimbursements for this Development. In the event that the amount of the reimbursements provided pursuant to this Agreement is not sufficient to complete the approved eligible activities, the Developer may request an amendment, in writing, to the Brownfield Plan and Act 381 Work Plan, as applicable, for additional reimbursement for approval first by the Authority, with subsequent approval by the MDEQ/MSF, as applicable.
- e. In addition to any other remedies provided in this Agreement, if any payment made by the Authority is determined by audit, the State of Michigan, or a court of appropriate jurisdiction to be improper or outside of the scope of its obligations under this Agreement, or in the event of the Developer's breach or default of this Agreement, the Developer shall, at the request of the Authority, repay or return any monies paid by the Authority that are directly related to the breach, default or improper payment, within 60 days' notice given in writing by the Authority.
- f. The Authority may revise this Agreement with thirty (30) days' notice to the Developer in the event of changes in circumstances imposed by changes in the law through judicial interpretation or legislative action or changes in interpretation of the law by a department of the State of Michigan, including, without limitation, the Department of Treasury, MDEQ, EPA and/or MSF.
- g. The Tax Increment Revenues received by the Authority shall be paid to the Developer to reimburse it for Approved Eligible Costs associated with the 20% match, as identified in this Agreement and as provided for in the Brownfield Plan, Act 381 Work Plan and ABCA subject to the Estimated Tax Capture Reimbursement Schedule which is attached as Exhibit B and Authority's **Policy on TIF Collection and Disbursal** which is attached as Exhibit C and made part of this Agreement. Subject to this policy, reimbursement will occur on the later of the date the Developer incurs such Eligible Costs and submits an invoice to the Authority for payment, or the date the Authority first receives Tax Increment Revenues from the Property until the earlier of (a) the date of full reimbursement, or (b) December 31, 2030, whichever comes first. The Authority shall have no obligation to reimburse the Developer for Eligible Costs, Work Plan Costs, from Tax Increment Revenues captured and received by the Authority after December 31, 2030.
- h. It is anticipated that there will be sufficient available tax increment revenues to meet the Authority's reimbursement obligations under this Agreement. However, notwithstanding anything in this Agreement to the contrary, if for any reason the Development does not result in sufficient revenues to satisfy the Authority's reimbursement obligations, the Developer agrees that it will have no claim or further recourse of any kind or nature against Leelanau County or the Authority, except from available captured tax revenues. In the event the captured tax revenues are insufficient, the Developer assumes financial responsibility for any shortfall.

## 5. Authority to Determine Amount and Timing of Reimbursement.

- a. Prior to closing, the Authority will calculate and approve the Developer's one-half contribution of the 20% match amount to be reimbursed, based upon the reasonable and necessary costs of the eligible activities approved by the Authority, MDEQ and EPA as applicable, and notify the Developer of the approved costs. The Developer match is due to the Authority at closing. Payments to Developer shall be made on a reimbursement basis in installments over time, as incremental local and school taxes are captured subject to the Estimated Tax Capture Reimbursement Schedule, with noted assumptions attached as Exhibit B and the Authority's ***Policy on TIF Collection and Disbursal*** attached as Exhibit C.
- b. In no event shall the Developer be reimbursed by the Authority for any approved eligible activities that have been or will be reimbursed or credited against other obligations by any other governmental entity.
- c. The Authority shall retain for Eligible Programmatic Expenses, a minimum of \$1,000 per year, plus administrative accounting expenses, and may retain up to \$100,000 per year, or the maximum as provided under Act 381. In the event there is any conflict between the Brownfield Plan and this Agreement, terms of this Agreement will take precedence over the Plan.
- d. Unless it disputes whether such costs are Eligible Costs, Administrative Costs, or the accuracy of such costs, the Authority shall, after approval by the Authority Board, pay to the Developer the amounts associated with its one-half portion of the 20% match pursuant to paragraph 4 of this Agreement, the Estimated Tax Capture Reimbursement Schedule, with noted assumptions attached as Exhibit B and the Authority's **Policy on TIF Collection and Disbursal** attached as Exhibit C and within sixty (60) days after the Authority Board has approved such payment, provided Tax Increment Revenues have been received from which the submission may be wholly or partially paid. If a partial payment is made by the Authority because of insufficient Tax Increment Revenues, the Authority shall make additional payments toward the remaining amount within thirty (30) days of its receipt of additional Tax Increment Revenues, but not more frequently than outlined in the Authority's **Policy on TIF Collection and Disbursal**, until all of the amounts for which submissions have been made have been fully paid to the Developer, or to December 31, 2030, whichever occurs first.
- e. If property taxes are delinquent to the appropriate taxing authority for more than one year from the date of purchase of the subject property by the Developer or any year subsequent to the purchase by the Developer in which this Agreement is in effect, the agreement to reimburse the Developer may be terminated and no further reimbursement to the Developer shall occur. The Authority will notify the Developer, in writing, of the intent to terminate this Agreement. This Agreement will terminate sixty (60) days after the date of the written notice, unless the Developer cures the default by paying all delinquent taxes, penalties and interest within the sixty (60) day notice period. The foregoing shall not apply for any delinquent taxes due the appropriate taxing authority from the owner of any single-family home site that acquires such site from the Developer.

## 6. Compliance with Approved Plans, Work Plans, Laws, Rules and Regulations.

- a. The Developer shall carry out construction plans and specifications as reviewed and approved by Leland Township and by other governmental jurisdictions in a reasonable and workmanlike manner.

- b. The Developer shall comply fully with all local ordinances, state and federal laws, and all applicable local, state and federal rules and regulations. Nothing in this Agreement shall abrogate the effect of any local ordinance.
  - c. Non-compliance with this Agreement, or discovery of material irregularities at any time are regarded as material breaches of this Agreement. The Authority, in addition to any other remedy provided by law, may do one or more of the following: 1) withhold future payments, 2) recover reimbursement payments already disbursed, or 3) terminate this Agreement.
7. **Adjustments.** If, due to an appeal of any tax assessment or reassessment of any portion of the Property or for any other reason, the Authority is required to reimburse any Tax Increment Revenues to the County or any other tax levying unit of government, the Authority shall deduct the amount of any such reimbursement, including interest and penalties, from any amounts due and owing the Developer. If all amounts due the Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Developer, the Authority shall invoice the Developer for the amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within thirty (30) days of the Developer's receipt of the invoice. Amounts invoiced and paid to the Authority by the Developer pursuant to this paragraph shall be reinstated as Eligible Costs for which the Developer shall have the opportunity to be reimbursed in accordance with the terms and conditions of this Agreement. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.
8. **Reporting.** The Developer shall submit an annual written report using the form provided by the Authority (attached as Exhibit D) to the Authority no later than June 30<sup>th</sup> of each year the Developer is receiving reimbursement. At a minimum, this information will include the number of new jobs located at the Project, the total private investment and the amount by square foot of new residential space created by the project. Note that reimbursement will **not** be considered if this written report is not done.
9. **Access for Inspection.** The Director of the Authority shall act as the clearinghouse for all Employees and Agents of the Authority who wish to gain access for inspection of the Property until the completion of the eligible activities. All Employees and Agents are authorized to enter upon the Property any time during normal business hours until such completion for the purpose of inspecting the work related to the authorized eligible activities and making determinations that such work is being performed in accordance with the Act 381 Work Plan in a workmanlike manner. The Developer reserves the right to preclude access or request the employees or agents of the Authority vacate the property for health and safety issues. Any employees or agents of the Authority must comply with all site safety standards, including, but not limited to, MIOSHA requirements.
10. **Termination.** This Agreement shall terminate on the earlier to occur of: (a) the date on which the Authority is no longer authorized to capture tax increment revenues; (b) on the date the Brownfield Plan expires or is abolished as allowed by Act 381; (c) the date when the amount due to the Developer under the Agreement has been paid; or (d) upon default of this Agreement by the Developer, if not cured; or (e) failure to secure all necessary local, state, and federal permits or approvals; or (f) upon such other conditions as set forth in this Agreement.

11. **Indemnification.** The Developer shall indemnify, hold harmless, and defend the Authority, Leelanau County, its officials, agents and employees, from any and all claims or causes of action arising from or on account of the acts or omissions of the Developer, its officers, employees, agents or any persons acting on its behalf or under its control, arising in any way from this Agreement, including but not limited to, claims for damages, reimbursement or set-off arising from, or on account of, any contract, agreement or arrangement between the Developer and any person for the performance of eligible activities or the terms of this Agreement, including claims on account of construction delays.

12. **Notices.** All notices, requests, demands and other communications that are required or permitted to be given under this Agreement will be in writing and will be deemed to have been sufficiently given for all purposes hereunder if (a) delivered personally to the party to whom the same is directed, or (b) sent by certified mail, postage prepaid, return receipt requested, at the addresses identified below; or to such other party at such other address as shall be given in writing in accordance herewith.

- a. If to the Authority, to: Planning and Community Development, 8527 E. Government Center Drive, Suite 108, Suttons Bay, Michigan 49682; Attention: Trudy Galla (or her successor).
- b. If to Developer, to: Courthouse Redevelopment Group LLC, c/o Ross Satterwhite, PO Box 72, Leland MI, 49654

13. **Miscellaneous Provisions**

- a. **Successors and Assigns; Assignments; No Other Intended Beneficiaries.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; however, the Developer shall not assign this Agreement without the prior written consent of the Authority. No person not a party hereto is intended to be a beneficiary of or to have the right to enforce this Agreement.
- b. **Payment of Taxes.** Developer or any of its successors or assignees of the Development shall pay all real and personal property taxes timely, before any additional interest penalty for late payment is applied.
- c. **Entire Agreement.** This Agreement represents the entire agreement as it exists at the time of the signing of this Agreement between the parties. This Agreement may not be amended, altered or modified unless the party against whom enforcement of any waiver, modification or discharge is sought does so in writing.
- d. **Choice of Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The parties acknowledge that the proper venue of any court action is in Leelanau County, Michigan.
- e. **Severability.** The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms.
- f. **Survival.** Except as otherwise provided in this Agreement, all representations, warranties, covenants and agreements of the parties contained or made pursuant to this Agreement shall survive the execution of this Agreement.
- g. **Effective Date.** This Agreement shall become effective when approved and executed by the Authority and the Developer.
- h. **Recitals.** The recitals set forth above are incorporated by reference into this Agreement as if fully set forth therein.

This Agreement was approved by the Authority and the Chair of the Authority was authorized to sign his Agreement on the 20<sup>th</sup> day of September, 2016.

**Leelanau County Brownfield Redevelopment Authority**

Signature: *Mark Walter*

Mark Walter, Chairman

**Courthouse Redevelopment Group LLC**

Signature: *Ross Satterwhite*

Printed Name and Title: Ross Satterwhite, manager of Iron BRIDGE Capital LLC  
Accepted for Courthouse Redevelopment Group, LLC for IT'S manager  
whom I have express authority to bind.

STATE OF Michigan  
COUNTY OF Leelanau

Subscribed and sworn to before me, a Notary Public, on 10/31, 2016, by Ross Satterwhite  
as manager, Iron Bridge Capital LLC on behalf of Courthouse Redevelopment Group, LLC.  
manager of

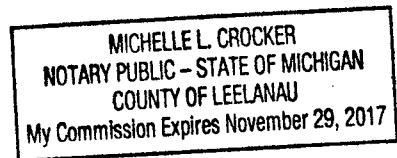
*Michelle L. Crocker*

, Notary Public

\_\_\_\_\_ County, \_\_\_\_\_

Acting in \_\_\_\_\_ County, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_



**Attachment "A"**

**Property Legal Description**

Units 1,2,3,4,and 6, Rivertown Leland Condominium, a condominium, according to the Master Deed recorded in Liber 1053, Pages 308 thru 377, Leelanau County Records, and designated as Leelanau County Condominium Subdivision Plan No. 156, together with rights in general common elements and limited common elements as set forth in the above referenced Master Deed and as described in Act 59 of Public Acts of 1978, as amended;

**AND**

All land lying Westerly of Grand Avenue within Rivertown Cottages Condominium, a condominium according to the Master Deed recorded in Liber 1053, Pages 661 thru 704, Leelanau County Records, designated as Leelanau County Condominium Subdivision Plan No. 157, together with rights in general common elements and limited common elements as set forth in the above referenced Master Deed and as described in Act 59 of Public Acts of 1978, as amended, formerly known as part of Unit 7, Rivertown Leland Condominium, a condominium, according to the Master Deed recorded in Liber 1053, Pages 308 thru 377, Leelanau County Records, and designated as Leelanau County Condominium Subdivision Plan No. 156, together with rights in general common elements and limited common elements as set forth in the above referenced Master Deed and as described in Act 59 of Public Acts of 1978, as amended;

Tax ID#'s

45-009-800-001-00, 45-009-800-002-00, 45-009-800-003-00, 45-009-800-004-00, 45-009-800-006-00, 45-009-800-901-00, 45-009-800-902-00, 45-009-800-903-00, 45-009-800-904-00, part of 45-009-800-007-00, 45-009-810-003-00, 45-009-810-004-00, 45-009-810-005-00, 45-009-810-006-00, 45-009-810-007-00, 45-009-810-008-00, 45-009-810-009-00, 45-009-810-010-00, 45-009-810-011-00, 45-009-810-012-00, and 45-009-810-013-00.

**BUT EXPRESSLY EXCLUDING**, Unit 5, Rivertown Leland Condominium, a condominium, according to the Master Deed recorded in Liber 1053, Pages 308 thru 377, Leelanau County Records;

**AND ALSO EXCLUDING** all land lying Easterly of Grand Avenue, and expressly excluding Units 1 and 2 (also known as Units 7l and 7m), within Rivertown Cottages Condominium, a condominium, according to the Master Deed recorded in Liber 1053, Pages 661 thru 704, Leelanau County Records, designated as Leelanau County Condominium Subdivision Plan No. 157.

Tax ID#'s

45-009-800-005-00, 45-009-810-001-00, and 45-009-810-002-00.

**Exhibit B**  
**Former Leelanau County Government Complex - Leland**  
**Estimated Tax Capture Reimbursement Schedule**

Tax Year (Previous Winter plus Current Summer)	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030
Initial Taxable Value (2008)	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Land and Home Values	\$0	\$800,000	\$1,000,000	\$4,849,240	\$7,617,262	\$9,196,390	\$9,472,282	\$11,189,313	\$11,524,993	\$13,390,867	\$13,792,593	\$13,792,593	\$13,792,593	\$13,792,593	\$13,792,593
Taxable Value	\$0	\$400,000	\$500,000	\$2,424,620	\$3,808,631	\$4,598,195	\$4,736,141	\$5,594,657	\$5,762,497	\$6,695,434	\$6,896,297	\$6,896,297	\$6,896,297	\$6,896,297	\$6,896,297
Non Homestead Value	\$0	\$400,000	\$500,000	\$312,500	\$187,500	\$125,000	\$125,000	\$62,500	\$62,500	\$0	\$0	\$0	\$0	\$0	\$0
Homestead Value	\$0	\$0	\$0	\$2,112,120	\$3,621,131	\$4,473,195	\$4,611,141	\$5,532,157	\$5,699,997	\$6,695,434	\$6,896,297	\$6,896,297	\$6,896,297	\$6,896,297	\$6,896,297
Non-Homestead Millage	27.4212	27.4212	27.4212	27.4212	27.4212	27.4212	27.4212	27.4212	27.4212	27.4212	27.4212	27.4212	27.4212	27.4212	27.4212
Homestead Millage	16.5199	16.5199	16.5199	16.5199	16.5199	16.5199	16.5199	16.5199	16.5199	16.5199	16.5199	16.5199	16.5199	16.5199	16.5199
Potential Maximum Annual TIF Revenue (Presumes 100% Non-Homestead Residence)	\$0	\$10,968	\$13,711	\$66,485.99	\$104,437.23	\$126,088	\$129,870.67	\$153,412	\$158,015	\$183,597	\$189,105	\$189,105	\$189,105	\$189,105	\$189,105
LESS MDEQ Obligation	\$0	\$0	\$0	(\$42,953.28)	(\$42,953.28)	(\$42,953.28)	(\$42,953.28)	(\$42,953.28)	(\$68,080.05)	(\$102,984.55)				\$0	\$0
MDEQ Loan Remaining	\$385,831.00	\$385,831.00	\$385,831.00	\$342,877.72	\$299,924.44	\$256,971.16	\$214,017.88	\$171,064.60	\$102,984.55	\$0	\$0	\$0	\$0	\$0	\$0
LESS USEPA BCRLF Payment	\$0	\$0	\$0	\$0	\$0	(\$27,329)	(\$86,917)	(\$110,459)	(\$89,935)						
USEPA BCRLF Loan Remaining (Less 20% Match)	\$314,640.00	\$314,640.00	\$314,640.00	\$314,640.00	\$314,640.00	\$287,310.83	\$200,393.44	\$89,934.52	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Additional Eligible Activities Payment with Available Non-Homestead Tax Revenues (Developer Match)	\$	(10,968)	(13,711)	(23,532.71)	(61,483.95)	(55,805.57)									
Additional Eligible Activities Remaining Balance	\$165,501.31	\$154,532.83	\$140,822.23	\$117,289.52	\$55,805.57	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Supplemental USEPA BCRLF Payment (As Available through Non-Homestead TIF Revenue)						\$0.00	\$0.00	\$0.00	\$0.00	\$80,612.27	\$189,104.73	\$189,104.73	\$189,104.73	\$189,104.73	\$189,104.73

- Notes:**
1. Build-out schedule and investment projections provided by Courthouse Redevelopment Group, LLC.
  2. Presumes 100% of homes/parcels will be taxed at Non-Homestead rate; this schedule may be adjusted depending upon properties that in-fact are taxed at the Homestead rate
  3. LCBRA 20% match of \$78,600 of which half will be paid by Courthouse Redevelopment Group, LLC up to \$40,000 maximum.
  4. Reimbursement Schedule may be amended in the future to reimburse the 20% match once the final cleanup costs have been established and the build-out occurs including the number of homestead and non-homestead properties built.
  5. In accordance with the Brownfield Plan should incremental tax revenue remain available after loan service and reimbursement of eligible activities, such increment will be placed into the LSRRF.
  6. Available for Potential LSRRF not to exceed 5 full years and not to exceed \$292,886 of School TIF



**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 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.
- b) The County Treasurer shall verify funds collected 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 Environmental Quality (MDEQ), 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 September 21, 2010 by the Leelanau County Brownfield Redevelopment Authority  
Approved revisions to policy by the LCBRA on 10-20-15 to update named department of the State of Michigan – Michigan Department of Natural Resources and Environment (MDNRE) to Michigan Department of Environmental Quality (MDEQ); update the “owner” to include the “developer”; and to update the prioritization of TIF disbursement.*



## BROWNFIELD REDEVELOPMENT PROJECT REPORTING REQUIREMENTS

Pursuant to Michigan's Public Act 381 of 1996 (the Brownfield Redevelopment Financing Act), each owner/developer whose project(s) is supported by an active Brownfield Plan is required to report certain information to the local Brownfield Redevelopment Authority. Each Brownfield Redevelopment Authority is required to compile this data and report it each year to the State of Michigan.

### Project Information:

Brownfield Redevelopment Project Name:

Developer/Owner Name:

\_\_\_\_\_

\_\_\_\_\_

Brownfield Redevelopment Project Address:

Developer/Owner Address:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

### Owner/Developer Reporting Requirements:

1. *Amount of actual capital investment made for the project (\$):* \_\_\_\_\_
2. *Number of Residential units constructed or rehabilitated for the project (#):* \_\_\_\_\_
3. *The amount, by square foot, of new or rehabilitated residential, retail, commercial, or industrial space for the project (sq.ft.):* \_\_\_\_\_
4. *The number of jobs created at the project (#):* \_\_\_\_\_

Update on Project Status and/or Changes to Brownfield Project:

\_\_\_\_\_

### Please submit form to:

Leelanau County Brownfield Redevelopment Authority  
Attention: Ms. Trudy Galla, AICP, Director  
8527 E. Government Center Dr., Suite 108  
Suttons Bay, MI 49682

231-256-9812 (phone)

231-256-0174 (fax)

tgalla@co.leelanau.mi.us

**Please Submit Form by June 30th.**

**Claims & Accounts**  
**15-Aug-23**  
**Leelanau County Brownfield Redevelopment Authority**

1.	Fishbeck – Invoice #426199 – General Consulting Services 101.000000.801-000 Contractual	\$ 88.50
2.	Fishbeck – Invoice #426200 – Tax Increment Tracking (Gen Svc) 101.000000.801-000 Contractual	\$ 605.00
3.	Fishbeck - Invoice #426201 - Grant-Community Outreach 101.000000.801.200 Contractual	\$ 989.25
4.	Fishbeck – Invoice #426202 – Grant – Bluebird Project 101.000000.801.200 Contractual	\$ 2,315.50
5.	Fishbeck – Invoice #426203 – Grant – Centerville Tw. Project 101.000000.801.200 Contractual	\$ 2,802.00
6.	Fishbeck – Invoice #426204 – Grant – Peninsula Housing Project 101.000000.801.200 Contractual	\$ 294.50
<b>Total Claims &amp; Accounts:</b>		<b>\$ 7,094.75</b>

**PREPARED &  
PROOFED BY**  
  
**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: Trudy Galla  
 Leelanau County Brownfield Redevelopment  
 Authority  
 8527 East Government Center Drive, Suite 108  
 Suttons Bay, MI 49682-9718  
 United States

Invoice : 426199  
 Invoice Date : 8/2/2023  
 Project : 230894  
 Project Name : LCBRA/ General Consulting  
 Services  
 Bill Term : BT1

For Professional Services Rendered Through 7/28/2023

WO2-GS

	Fee	Available	Billings		
			To Date	Previous	Current
BP - General Consulting Services	6,000.00	5,882.00	206.50	118.00	88.50
Rate Labor		88.50			
				<b>Current Billings</b>	88.50
			<b>Amount Due This Bill</b>		<b>88.50</b>

Total Fee : 6,000.00  
 To Date Billings : 206.50  
 Total Remaining : 5,793.50

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BP - General Consulting Services

Rate Labor

Class / Employee

Hours

Rate

Amount

Senior Geologist

Therese Searles

0.75

118.0000

88.50 ✓

*Total Rate Labor*

**88.50**

Total Project: 230894 - LCBRA/ General Consulting Services

**88.50**

**Payment Options**

Remit Wire/ACH payments to Acct: 100094457 ABA: 072413829  
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 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 :** 426200  
**Invoice Date :** 8/2/2023  
**Project :** 230507  
**Project Name :** LCBRA/Tax Increment Tracking and Annual Reporting  
**Bill Term :** BT1

**For Professional Services Rendered Through 7/28/2023**

WO1 -GS

	Fee	Available	Billings		
			To Date	Previous	Current
SOA/RA - Statement of Account/Reimbursement Analysis	3,700.00	2,137.30	2,125.70	1,562.70	563.00
<i>Rate Labor</i>		563.00			
RPT - Annual Reporting (1 Event)	1,200.00	1,063.50	178.50	136.50	42.00
<i>Rate Labor</i>		42.00			
			<b>Current Billings</b>		605.00
			<b>Amount Due This Bill</b>		605.00

**Total Fee :** 4,900.00  
**To Date Billings :** 2,304.20  
**Total Remaining :** 2,595.80

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SOA/RA - Statement of Account/Reimbursement Analysis

Rate Labor

<i>Class / Employee</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
<b>Senior Geologist</b>			
Therese Searles	0.50	118.0000	59.00 ✓
<b>Staff Environmental Specialist</b>			
Logan Mulholland	6.00	84.0000	504.00 ✓
<b>Total Rate Labor</b>			<b>563.00</b>

**Total Bill Task: SOA/RA - Statement of Account/Reimbursement Analysis** **563.00**

RPT - Annual Reporting (1 Event)

Rate Labor

<i>Class / Employee</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
<b>Staff Environmental Specialist</b>			
Logan Mulholland	0.50	84.0000	42.00 ✓
<b>Total Rate Labor</b>			<b>42.00</b>

**Total Project: 230507 - LCBRA/Tax Increment Tracking and Annual Reporting** **605.00** ✓



**Payment Options**

Remit Wire/ACH payments to Acct: 100094457 ABA: 072413829  
 Remit checks to: 1515 Arboretum Drive, SE, Grand Rapids, Michigan 49546  
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 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 :** 426201  
**Invoice Date :** 8/2/2023  
**Project :** 230505  
**Project Name :** LCBRA/FY22 Grant Community  
 Outreach/Programmatic Activities  
**Bill Term :** BT1

**For Professional Services Rendered Through 7/28/2023**

WO2

	Fee	Available	Billings		
			To Date	Previous	Current
BP - Outreach & Programmatic (Task 4)	6,000.00	2,598.50	4,390.75	3,401.50	989.25
Rate Labor		989.25			
			<b>Current Billings</b>		989.25
			<b>Amount Due This Bill</b>		<u>989.25</u>

**Total Fee :** 6,000.00  
**To Date Billings :** 4,390.75  
**Total Remaining :** 1,609.25

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**BP - Outreach & Programmatic (Task 4)**

**Rate Labor**

*Class / Employee*

*Hours*

*Rate*

*Amount*

**Senior Geologist**

Therese Searles

4.75

118.0000

560.50 ✓

**Senior Hydrogeologist**

Jeffrey Hawkins

1.25

175.0000

218.75 ✓

**Staff Environmental Specialist**

Logan Mulholland

2.50

84.0000

210.00 ✓

*Total Rate Labor*

**989.25**

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

**989.25**

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

**989.25 ✓**

**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 :** 426202  
**Invoice Date :** 8/2/2023  
**Project :** 230504  
**Project Name :** LCBRA/Bluebird Redevelopment Project/Leland, MI  
**Bill Term :** BT1

**For Professional Services Rendered Through 7/28/2023**

WO3

	Fee	Available	Billings		
			To Date	Previous	Current
BP - Brownfield Plan (Task 3)	5,000.00	2,826.55	3,014.95	2,173.45	841.50
<i>Rate Labor</i>		841.50			
PH1 - Phase I	3,000.00	0.00	3,000.00	3,000.00	0.00
ASB.SUR - Pre-Demolition Asbestos Survey	12,000.00	56.04	11,943.96	11,943.96	0.00
PH2 - Phase II ESA	15,300.00	15,124.00	1,650.00	176.00	1,474.00
<i>Rate Labor</i>		1,474.00			
<b>Current Billings</b>					2,315.50
<b>Amount Due This Bill</b>					<u>2,315.50</u>

**Total Fee :** 35,300.00  
**To Date Billings :** 19,608.91  
**Total Remaining :** 15,691.09

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<b>BP - Brownfield Plan (Task 3)</b>			
<b>Rate Labor</b>			
<i>Class / Employee</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
<b>Senior Geologist</b>			
Therese Searles	2.00	118.0000	236.00 ✓
<b>Senior Hydrogeologist</b>			
Jeffrey Hawkins	2.50	175.0000	437.50 ✓
<b>Staff Environmental Specialist</b>			
Logan Mulholland	2.00	84.0000	168.00 ✓
<b>Total Rate Labor</b>			<b>841.50</b>
<b>Total Bill Task: BP - Brownfield Plan (Task 3)</b>			<b>841.50</b>

<b>PH2 - Phase II ESA</b>			
<b>Rate Labor</b>			
<i>Class / Employee</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
<b>Hydrogeologist</b>			
Courtney Dunaj	1.00	118.0000	118.00 ✓
<b>Senior Geologist</b>			
Therese Searles	3.75	118.0000	442.50 ✓
<b>Staff Engineering Specialist</b>			
Hailey Lyczynski	8.75	90.0000	787.50 ✓
<b>Staff Technician</b>			
Shelbey Senkewitz	1.50	84.0000	126.00 ✓
<b>Total Rate Labor</b>			<b>1,474.00</b>
<b>Total Bill Task: PH2 - Phase II ESA</b>			<b>1,474.00</b>

<b>Total Project: 230504 - LCBRA/Bluebird Redevelopment Project/Leland, MI</b>	<b>2,315.50 ✓</b>
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**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 : 426203  
 Invoice Date : 8/2/2023  
 Project : 231190  
 Project Name : LCBRA/Centerville Township Dump  
 Site  
 Bill Term : BT1

For Professional Services Rendered Through 7/28/2023

	Fee	Available	Billings		
			To Date	Previous	Current
231190 - LCBRA/Centerville Township Dump Site	3,000.00	2,802.00	3,000.00	198.00	2,807.50
<i>Less Fee Exceeded</i>					-5.50
Rate Labor	2,422.50				
Expenses	385.00				
			<i>*Max Fee Exceeded</i>		
			Current Billings		2,802.00
			Amount Due This Bill		<u>2,802.00</u> ✓

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231190 - LCBRA/Centerville Township Dump Site

**Rate Labor**

<u>Class</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
Environmental Specialist	18.00	118.0000	2,124.00 ✓
Hydrogeologist	0.25	118.0000	29.50 ✓
Production Support	1.25	86.0000	107.50 ✓
Senior Environmental Specialist	0.50	174.0000	87.00 ✓
Senior Geologist	0.25	118.0000	29.50 ✓
Staff Engineering Specialist	0.50	90.0000	45.00 ✓
<b>Total Rate Labor</b>			<b>2,422.50</b>

**Expenses**

<u>Account / Vendor</u>	<u>Cost</u>	<u>Multiplier</u>	<u>Amount</u>
<b>Subconsultant</b>			
EDR	350.00	1.10	385.00
<b>Total Expenses</b>			<b>385.00</b>

**Total Bill Task: 231190 - LCBRA/Centerville Township Dump Site** **2,807.50**

**Total Project: 231190 - LCBRA/Centerville Township Dump Site** **2,807.50** ✓

**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  
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**Attention:** Trudy Galla  
**Leelanau County Brownfield Redevelopment Authority**  
 8527 East Government Center Drive, Suite 108  
 Suttons Bay, MI 49682-9718  
 United States

**Invoice :** 426204  
**Invoice Date :** 8/2/2023  
**Project :** 231191  
**Project Name :** LCBRA/Peninsula Housing -980  
 Herman Rd, Suttons Bay, MI  
**Bill Term :** BT1

For Professional Services Rendered Through 7/28/2023

	Fee	Available	Billings		
			To Date	Previous	Current
<b>231191 - LCBRA/Peninsula Housing -980</b>					
<b>Herman Rd, Suttons Bay, MI</b>					
ELG & PREP - Eligibility and preparaton of HASP & SAP	1,000.00	743.00	551.50	257.00	294.50
<i>Rate Labor</i>		294.50			
Demo - Pre-Demolition Hazardous Material Inspection	12,100.00	12,100.00	0.00	0.00	0.00
			<b>Current Billings</b>		294.50
			<b>Amount Due This Bill</b>		<u>294.50</u>

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ELG & PREP - Eligibility and preparaton of HASP & SAP

Rate Labor

<i>Class</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Scientist	1.25	92.0000	115.00 ✓
Senior Geologist	0.25	118.0000	29.50 ✓
Senior Hydrogeologist	0.50	132.0000	66.00 ✓
Staff Technician	1.00	84.0000	84.00 ✓
<i>Total Rate Labor</i>			<b>294.50</b>
<b>Total Bill Task: ELG &amp; PREP - Eligibility and preparaton of HASP &amp; SAP</b>			<b>294.50</b>

Total Project: 231191 - LCBRA/Peninsula Housing -980 Herman Rd, Suttons Bay, MI 294.50 ✓