

# Leelanau County Brownfield Redevelopment Authority (LCBRA)

**Meeting Date:** Tuesday January 17, 2023 **at 10:00** am (or immediately following the Land Bank Authority meeting, whichever is **later**)

**Location:** Leelanau County Government Center

**DRAFT AGENDA** *(Please silence any unnecessary cellular/electronic devices)*

<p><b>Members</b> Deb Allen Gwen Allgaier John Arens T. Eftaxiadis Rick Foster Dan Heinz David King</p> <p><b>Director</b> Trudy Galla</p>
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- CALL TO ORDER & PLEDGE OF ALLEGIANCE**
- ROLL CALL** – *Welcome new members Deb Allen and Gwen Allgaier*
- PUBLIC COMMENT**
- DIRECTOR COMMENTS**
- CONSIDERATION OF AGENDA**
- CONFLICT OF INTEREST**
- ANNUAL ORGANIZATIONAL ITEMS**
  - A. Election of Officers**  
*(2022 officers were: Dan Heinz, Chair, Rick Foster, Vice-Chair and John Arens, Secretary/Treasurer)*
    - 1) Chairman
    - 2) Vice-Chairman
    - 3) Secretary/Treasurer
  - B. Consideration of 2023 Meeting Schedule** **pg 2**
  - D. Review/Adopt: Bylaws, Rules of Procedure, and Policies & Procedures** **pgs 3-22**

- CONSIDERATION OF DECEMBER 20, 2022 Minutes** **pgs 23-27**

**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. **Envirologic Technologies, Inc. – General Services and TIF Management Monthly Report** **pgs 28-30**

**OLD BUSINESS**

**NEW BUSINESS**

- 1. RFQP Proposals for consultant RE: EPA Assessment Grant **(no handout)**
- 2. West Shores Status
- 3. Recoup TIF fees RE: Envirologic Services

**FINANCIALS**

- 1. Claims & Accounts - \$2,284.75 **pgs 31-32**
- 2. Post Audit, Budget Amendments, Transfers

**CORRESPONDENCE/COMMUNICATION ITEMS**

- PUBLIC COMMENT**
- DIRECTOR COMMENTS**
- MEMBER / CHAIRPERSON COMMENTS**
- ADJOURN**

**2023 Proposed MEETING SCHEDULE**  
for the  
**LEELANAU COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)**

**Meetings on the 3<sup>rd</sup> 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.

	<b>MEETING DATE:</b>
<i>Organizational Meeting</i>	January 17, 2023
Regular Meeting	February 21
Regular Meeting	March 21
Regular Meeting	April 18
Regular Meeting	May 16
Regular Meeting	June 20
Regular Meeting	July 18
Regular Meeting	August 15
Regular Meeting	September 19
Regular Meeting	October 17
Regular Meeting	November 21
Regular Meeting	December 19
<i>Organizational Meeting</i>	<i>January 16, 2024</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 19, 2016, and further amended through February 16, 2021, and January 18, 2022.~~ *January 17, 2023.*

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Trudy J. Galla, Director

**2023**

**RULES OF ORDER AND PROCEDURE**

**OF THE**

**LEELANAU COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)**

Approved: January 18, 2011

With amendments through \_\_\_\_\_

## 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**

## **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 EGLE, if applicable, as required by law.
6. Any party receiving assistance shall comply with all applicable local, state and federal laws and regulations.
7. The owner shall not be in default to the County with respect to the owner's covenants and obligations to the County under an agreement, a brownfield plan, or an Act 381 Work 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.

**A regular meeting of the Leelanau County Brownfield Redevelopment Authority (LCBRA) was held on Tuesday, December 20, 2022 at the Leelanau County Government Center.**

**CALL TO ORDER**

Meeting was called to order at 10:00 am by Chairman Dan Heinz, who led the Pledge of Allegiance.

**ROLL CALL**

**Members Present:** D. Heinz, L. Bahle, D. King, C. Janik, T. Eftaxiadis, R. Foster

**Members Absent:** J. Arens

**Staff Present:** T. Galla, Director

**Public Present:** J. Hawkins, L. Mawby, D. Allen, E. Carlson

Heinz welcomed Deb Allen, new County Administrator.

**PUBLIC COMMENT - None**

**DIRECTOR COMMENTS - Update on EPA Assessment Grant**

Galla stated the deadline for the RFQP proposals for the grant is January 4. Thirty-eight (38) companies have downloaded the proposal and we have not received any questions. We are now waiting for the proposals to come in. She will put this on the January agenda so members can look at the proposals and decide the next step.

Heinz asked about a deadline and Galla replied we did not set a deadline for selecting a consultant but the sooner we get one selected the quicker we can get going. They have requirements to submit to EPA. So, in January you can decide if you want interviews, zoom interviews, etc. Heinz asked about reports and Galla replied she confirmed with our project manager on when reports are due. There are none due at end of the year. Heinz also asked about presentations to communities and Galla replied that she and Zach Hilyer from Housing North are working on a presentation to take out to communities, starting next year.

Eftaxiadis asked if there were any calls from any firms on the RFQP and Galla replied no. She can check on BidNet and see how many have downloaded the RFQP. We made it optional about notifying us if they will submit a proposal.

**CONSIDERATION OF AGENDA**

*It was moved by Foster, seconded by Janik, to approve the agenda as presented. Motion carried 6-0.*

**CONFLICT OF INTEREST - None**

**CONSIDERATION OF NOVEMBER 15, 2022 Minutes**

*It was moved by Eftaxiadis, seconded by Foster, to approve the minutes as presented. Motion carried 6-0.*

**CONSENT AGENDA**

*It was moved by Janik, seconded by Bahle, to accept the consent agenda as presented. Motion carried 6-0.*

**UNFINISHED BUSINESS - None**

**NEW BUSINESS**

Consideration of TIF Reimbursement

Heinz asked about the amount of money for reimbursement. Hawkins updated members on the amount captured per year, and that the county spent about \$29-\$30,000 on the Two Peas project. He didn't know if all of the expenses could be recaptured through TIF. There are some TIF issues to resolve with the township and village but those are relatively minor.

Heinz asked if we spent funds on GTRAC for the developer. There is about \$6,500 a year that could all be going to

the developer each year, correct. Galla agreed and updated members on the work that was done by AKT Peerless. Hawkins replied there were some costs. As an Authority, you can capture some admin costs. AKT Peerless did a portion of the project with EPA grant funds and Envirologic assisted with demolition but that was done with grant funds. The contractors have already been paid for their work. Going forward, you would be trying to repay the developer for the costs they incurred and that is GTRAC. Leelanau County has been fully reimbursed for its expenses. Right now, the only thing being paid out through TIF is the costs by developer GTRAC. The cost to manage it is reimbursable and you can take a portion of the captured taxes to pay for admin cost which is the cost to recover the work that Envirologic did under general services. Heinz said that is his question. This amount you have today for \$6,737.79 is going to GTRAC. If the Authority and the consultant help us to review TIF, that is a viable expense we should consider taking. Galla agreed and said if you want to hold this till next month you could do that and then factor in the cost that Envirologic has incurred for assistance on these projects. You wouldn't have to approve this month.

Eftaxiadis asked what funds were used to pay Envirologic for admin services. Galla said it is right from the checking account. The TIF funds come into that. Eftaxiadis asked if there was enough to pay admin cost without taking TIF from the developer. Galla replied, yes. Eftaxiadis then asked if we should take some of this reimbursement and put into admin cost, or just pay the developer. Hawkins replied that typically, that is prorated across the brownfield plan. Whatever those admin costs will be, the statute allows you up to \$125,000 annually out of its brownfield plans for admin. A couple of the brownfield plans have admin expenses included. The focus at this point was to use it to reimburse the eligible cost: EPA grant first, admin, and then the developer costs. You are at a point where you can see if you want to take admin cost out, as well. This would apply to this project and others.

Eftaxiadis asked where the reimbursement of EPA grant dollars would go and Hawkins replied it would go back to your general brownfield fund. Eftaxiadis asked about the revolving fund and Hawkins replied it would just go to your general fund.

Heinz said he would like to see the Authority reimbursed for out-of-pocket expenses. He saw the entire amount was going to the developer and figured there must be ongoing costs for the Authority. Do we want to pay this month or bring this back next month and consider the admin?

Eftaxiadis commented that normally, the admin percent would be taken off the top. Hawkins said the situation is a bit unique. Two Peas brownfield plan had no eligible expenses from the developer so the Authority is reimbursing itself for the EPA grant dollars that were expended. You could take the \$1,800 or so annually on Two Peas and use a portion for admin cost and then the balance to reimburse the grant dollars used on the site. That's fine. You have a 30-year plan and probably won't be fully reimbursed. The Leland site is different as it is reimbursement for the grant dollars and other obligations. You could still carve out the admin cost. That could be looked at. With GTRAC, you are receiving reimbursement for the grant dollars and could also carve out for the admin cost. It is all coming out of the same bucket.

Heinz asked if we pay the entire amount to the developer right now, can we go back and look at our prior expenses and get reimbursement? Hawkins replied, yes. Going forward your only admin cost is any work that Envirologic has for tracking the TIF. That's really all that is needed. Heinz asked if there would also be ongoing expenses for tracking this in 2021 and 2022 and Hawkins replied, yes. It is actual, annual admin cost. The ideal way to look at it is at the end of the year; you incurred \$2,500 in admin cost to manage three brownfield plans and then prorate that across those three plans and recoup those dollars. Then, what is left over goes to pay the developer or reimburse yourself for other expenses.

Heinz confirmed that it is not like it is lost if we don't get the reimbursement this year and we pay the developer \$6,737.79. Hawkins agreed and said you would use future TIF to reimburse your admin costs. Heinz said he then did not have a problem reimbursing the developer this amount as we can still use TIF to reimburse our costs.

***It was moved by Eftaxiadis, seconded by Janik, to use the full capture to pay the developer's eligible cost of \$6,737.79. Motion carried 6-0.***



Janik gave a little history of the property and said there was old building there, ground contaminated, old school building, sat vacant, grass uncut, it was an eyesore. Galla and Hawkins did an excellent job. We went to Chicago twice to meet with EPA officials and get this deal put into place. It was within days of the project falling apart – the entire deal. If it wasn't for Galla and Hawkins, it would probably still be a vacant site. The site was shut down in early 2000 and sat vacant for quite a few years. No one was going to buy it with contamination. Galla and Hawkins did an excellent job and there is so much respect for their work. We were not making progress until we met with EPA officials in Chicago. Those two did a great job. You drive by now and the building is completely occupied as a community resource center and used daily. Janik said he was convinced that without Galla and Hawkins, this project would not have happened. That is the one project in last 10 years where the Brownfield really had a positive outcome.

#### Termination of West Shores Brownfield Plan

Galla provided an update on the Plan and the information she had obtained from Elmwood Township. It had a proposed development along the shore with a marina and boat slips with condo development on west side of M22. It was first brownfield plan approved in the county around 2008. It has still not taken off. Hawkins has questioned in the past why we were still collecting TIF on this project if nothing is happened. According to the township supervisor, the developer has asked for several extensions to permits. The last update from the developer stated there was a lawsuit with a property dispute he was trying to work through. Hawkins has noted in the past that we should look at why we are collecting TIF on this development if nothing is happening on the site. Does the plan even reflect what the new development is. With any vapor intrusion issues with the soils, what was in the plan years ago may not meet state requirements, what is reason to keep this plan in place as we are not reimbursing developer yet and not seeing any activity on the site. There was some reimbursement paid to the developer in 2009. This is where we are at. Do we start the process to terminate the plan like we did with the old hospital grounds in Northport, or keep going on. There is a limited time frame on this and that lowers what can be captured on the site before the plan expires.

Hawkins commented on the time frame for the Plan. The plan itself goes until 2037 so there is some time on it but with the plan amendment, we anticipated capture to the development finishing in 2023. There is a little more time on it with the 2037 date.

Janik asked about the developer. Galla said it is Mr. Johnson and she met with him prior to covid pandemic and went through the brownfield plan and his development. Her take away was he was not experienced with a brownfield plan and TIF capture. Janik asked what the disadvantage was to cancelling the plan. Hawkins replied there was a lot of effort put into place to get the plan approved, do an amendment to the plan, and get a DEQ loan/grant on this project, and act 381 work plan approved by EGLE for school tax capture on this project. No longer any obligation on the loan. The Act 381 Work Plan was approved by EGLE for school tax capture on this project and a good chunk of the eligible activities on the property are related to the vapor intrusion system. His opinion was what was put in the Plan for that site would not pass approval today by the state. Hawkins said in your position, he would require them to resubmit the Act 381 Work Plan back to EGLE for review of the plan. He didn't think it would pass now. If the Authority takes the steps to terminate the Plan as the law allows you to, the developer has to start over again. Fortunately, the law has changed as it used to be if you terminate a plan, you could not do a new one on the site. Now the law has changed so you can go through the same process for a new Plan.

Heinz asked if the Authority is the only one to terminate a Plan and Hawkins replied that it is the governing body. The Authority goes through the process with a notice to the developer, public meeting, and then ultimately it goes to the Board of Commissioners for termination. Heinz said that beyond the boundary line dispute, he read in the Enterprise the boat slips are moving forward. Since that is allowed in the brownfield plan, it seems to make sense to keep the plan going. There was already \$13,000 in reimbursement. The longer the developer can get reimbursement and finally get boat slips moving, it seems he would want to keep it going. The Plan is outdated for work on the west side of M-22, but maybe the developer is only planning on the east side of M-22. Hawkins responded he would have to look back at the plan to see what costs were associated with the marina but he thought

the bulk of it was on the west side and associated with costs of construction. Also, take into consideration that there would be a reset of initial taxable value with a new plan. He didn't think the property value had increased that much and some parcels actually went down in value on this plan.

Eftaxiadis asked about the area where the boat slips are located and were those tax parcels part of the original property. Hawkins replied they were part of the original plan. Part of the brownfield plan is on the waterside and the bottom lands were also described.

Eftaxiadis said the last time we talked about this; we were going to have the developer provide an update. We consulted with our attorney on the developer agreement. Wouldn't it make sense to have the developer respond to us and provide an update? Heinz felt the developer's October 18 letter was the response to use. The developer is requesting another year, based on us asking for a status check with him.

Janik commented that we could start the process to terminate the brownfield plan. That provides the notice to the owner and before there is any vote, he can come here and give an update. That will put him on notice with urgency for him to respond. Then the Authority can make a decision. They did go thru a lot of hoops to get the plan in place. Request he come to this body first. Galla can notify him and have him give a complete update at the January or February meeting. After that, decide if you want to start the process to terminate.

King mentioned the property dispute in the developer's letter. The developer thought this was going to be done in the first quarter of 2023. He liked the approach Janik presented. This might give us some results and more assurance. Heinz read from the developer's letter that he thought there would be a court decision or settlement in November, December, or January of 2023. Then he would be in line to receive remaining permits and complete construction in the summer of 2023.

Janik suggested he be invited to the January or February meeting and notify him we are considering terminating the plan and have him tell us why we shouldn't.

King asked about the timeline that Hawkins mentioned and Hawkins said the plan was supposed to be done capturing for the developer in 2023 but could extend to 2037. Your plan can go 30 years.

***It was moved by Janik, seconded by Eftaxiadis, to authorize Galla to contact Mr. Johnson and have him appear at a future meeting and give us update on the brownfield plan, with consideration that the board is considering terminating the plan.***

Bahle asked what meeting and Janik stated for Galla to offer January or February. He should come within the next two months.

Hawkins asked if they wanted to use the language from the statute or is this a friendly request? We have done a friendly request already. Janik said to put it on the agenda in January and if he doesn't come or respond, start the official process to terminate.

***Motion carried 6-0.***

## **FINANCIALS**

Claims & Accounts

***It was moved by Eftaxiadis, seconded by Foster, to approve Claims & Accounts in the amount of \$6,796.54.***

***Motion carried 6-0.***

## **CORRESPONDENCE / COMMUNICATION ITEMS**

Galla commented on the Two Peas project in Suttons Bay and reported that it is being audited by the state. We did find some discrepancies on what was collected vs what should have been collected for TIF and are working with the Village and Township to make corrections. She thanked Envirologic for preparing all the paperwork and tracking this.

## **PUBLIC COMMENT**

Mawby said he wanted to let the Authority know that Peninsula Housing expects to close on a purchase of a parcel in Suttons Bay Township adjacent to the Village of Suttons Bay and they would look to establish a brownfield TIF at some point. He is looking to develop affordable housing on the property. It has an old farmhouse that is occupied, a barn that is unsafe, and 4 other small outbuildings. There is cleanup work that needs to be done. Peninsula Housing will approach the township soon to ask them to support a brownfield plan and TIF. One of the things Peninsula Housing has to do is a Baseline Environmental Assessment (BEA) within 45 days of closing which may be too soon to be able to do it under the EPA assessment work. Mawby asked if money is expended prior to establishing a brownfield plan, could that be included in the reimbursable expenses. Janik stated we need to stay within the rules of public comment. After the meeting, the question can be answered.

Eric Carlson, Leelanau Enterprise, stated that about a week ago the Elmwood Township Planning Commission granted West Bay a 1 year extension for the marina work which does not include removing some of the soils and putting them west of M22. The marina is still ongoing and the site includes development on both sides of M22.

## **DIRECTOR COMMENTS - None**

## **MEMBER / CHAIRPERSON COMMENTS**

Janik said this was his last meeting. He commented it is very fortunate to have Galla here. He's been here 10 years, probably longest serving brownfield member. Galla has done a great job, as well as Hawkins as a consultant. He thinks on that project at Norris Elementary that almost fell apart and sat vacant for years and years with all the environmental issues. They cut through all the red tape. Galla does an excellent job of all of these moving pieces and complex process with brownfield. As you know, Galla has been recognized at state and national level and done a lot of presentations. Very fortunate to have Galla.

Heinz added words of thanks to Jeff Hawkins and Therese Searles of Envirologic for their work in 2022. He looks forward to working with Deb Allen next year. Blessed to have Galla on board for over 30 years including acting administrator for a time. Look forward to working with Deb Allen next year. Heinz thanked the members for making his job a lot easier through their attendance and participate. He thanked Bahle for her participation and stated he knew she would stay active. Bahle said she enjoyed working with everyone on the Authority. Heinz said even though Bale is not on this board after 2022, she will be active in housing matters and still involved on other committees. She thanked Janik for 10 years of a job well done and leaving the county in a much better position. He thanked him for his service and said it was wonderful working with him on the Land Bank and the Brownfield Authorities.

Eftaxiadis felt it would be appropriate for Galla or Hawkins to provide some information on how to qualify a property for a brownfield. It has to qualify first, before it is considered for a brownfield plan. Then, we can talk about due diligence work, BEA, etc.

## **ADJOURN**

**Meeting adjourned at 10:53 am.**

MEMORANDUM

TO: **TRUDY J. GALLA, AICP, DIRECTOR, LEELANAU COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**

FROM: **JEFF HAWKINS**

SUBJECT: **GENERAL CONSULTING AND TIR MANAGEMENT MONTHLY UPDATES AND INVOICES**

DATE: **JANUARY 2023**

This memorandum serves to provide information regarding invoices and updates that are being presented to the 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. #22)**

**Update:**

There were no activities this month.

**Project Invoices for Consideration:**

There are no invoices for consideration.

**2. Brownfield TIR Management**

**Update:**

Envirologic communicated with Director Galla regarding the State's request to audit the Two Peas project and Brownfield tax capture; Envirologic conducted the review and provided the requested information to the state associated with the audit; prepared memos regarding reimbursement and status of the West Shore, Two Peas and GTRAC brownfield projects; prepared TIF winter statements for 2022; and reviewed several checks for tax capture to ensure proper capture. Due to the audit, Envirologic exceeded the approved budget (approx. \$1,000) for these activities, however, these costs should be reimbursable through the brownfield plan administration costs. This will be the last invoice from Envirologic due to the end of the existing contracts and the sale to Fishbeck.

**Project Invoices for Consideration:**

This invoice includes time for December.

**January Invoice 09920 (\$2,284.75)**

**3. Brownfield TIF Model for Land Bank Properties (W.O. #25)**

**Update:**

No further action was completed this month.

**Project Invoices for Consideration:**

There is no invoice for January.

Leelanau County Brownfield Redevelopment Authority  
 General Environmental Consulting Services  
 Monthly Project Update

FY 2022 Budget and Cost Summary

LCBRA File #	Envirologic		Site/Phase	Budget Estimate	Invoice #	Invoice Date	Invoices for Consideration	Budget <sup>1</sup> Expended	Budget Remaining	Task Completed
	W/O	Project								
22	160397	General Services		2,000.00	02908	11/15/2016	\$ 70.00	\$ 70.00		
					02938	12/6/2016	\$ 140.00	\$ 140.00		
					03057	1/6/2017	\$ 70.00	\$ 70.00		
					03253	3/14/2017	\$ 210.00	\$ 210.00		
					03308	4/3/2017	\$ 560.00	\$ 560.00		
					03414	5/3/2017	\$ 105.00	\$ 105.00		
					03573	6/13/2017	\$ 1,390.00	\$ 1,390.00		
					03656	7/12/2017	\$ 553.75	\$ 553.75		
					03726	8/10/2017	\$ 385.00	\$ 385.00		
					03791	9/8/2017	\$ 1,006.25	\$ 1,006.25		
					03873	10/4/2017	\$ 105.00	\$ 105.00		
					03969	11/1/2017	\$ 140.00	\$ 140.00		
					04096	12/12/2017	\$ 140.00	\$ 140.00		
					04151	1/8/2018	\$ 875.00	\$ 875.00		
					04278	2/13/2018	\$ 455.00	\$ 455.00		
					04361	3/12/2018	\$ 665.00	\$ 665.00		
					04547	5/9/2018	\$ 420.00	\$ 420.00		
					04613	6/7/2018	\$ 140.00	\$ 140.00		
					04723	7/10/2018	\$ 105.00	\$ 105.00		
					04817	8/15/2018	\$ 140.00	\$ 140.00		
					04868	9/6/2018	\$ 938.75	\$ 938.75		
					04983	10/10/2018	\$ 275.00	\$ 275.00		
					05051	11/7/2018	\$ 197.50	\$ 197.50		
					05115	12/6/2018	\$ 70.00	\$ 70.00		
					05213	1/7/2019	\$ 105.00	\$ 105.00		
					05309	3/5/2019	\$ 350.00	\$ 350.00		
					05507	5/15/2019	\$ 385.00	\$ 385.00		
					05791	9/6/2019	\$ 735.00	\$ 735.00		
					05986	11/7/2019	\$ 245.00	\$ 245.00		
					06140	12/9/2019	\$ 3,425.00	\$ 3,425.00		
					06223	1/7/2020	\$ 213.75	\$ 213.75		
					06318	2/7/2020	\$ 392.50	\$ 392.50		
					06500	4/7/2020	\$ 926.25	\$ 926.25		
		06571	5/12/2020	\$ 783.75	\$ 783.75					
		06711	7/9/2020	\$ 1,298.75	\$ 1,298.75					
		06775	8/7/2020	\$ 356.25	\$ 356.25					
		06882	9/8/2020	\$ 925.00	\$ 925.00					
		06975	10/12/2020	\$ 142.50	\$ 142.50					
		07166	12/7/2020	\$ 70.00	\$ 70.00					
		07344	2/5/2021	\$ 581.25	\$ 581.25					
		07473	3/9/2021	\$ 1,461.25	\$ 1,461.25					
		07509	4/7/2021	\$ 1,755.00	\$ 1,755.00					
		07771	6/16/2021	\$ 1,370.00	\$ 1,370.00					
		07869	7/15/2021	\$ 980.00	\$ 980.00					
		07957	8/9/2021	\$ 678.75	\$ 678.75					
		08136	10/6/2021	\$ 70.00	\$ 70.00					
		08757	3/9/2022	\$ 1,305.00	\$ 1,305.00					
		08836	4/8/2022	\$ 1,073.75	\$ 1,073.75					
		08974	5/10/2022	\$ 743.75	\$ 743.75					
		09123	6/13/2022	\$ 426.25	\$ 426.25					
		09236	7/11/2022	\$ 1,018.75	\$ 1,018.75					
		09384	8/18/2022	\$ 43.75	\$ 43.75					
		09486	9/13/2022	\$ 175.00	\$ 175.00					
		09621	10/12/2022	\$ 175.00	\$ 175.00					
		09655	11/3/2022	\$ 175.00	\$ 175.00					
			<b>Project Subtotal</b>	<b>32,500.00</b>		<b>\$ 31,542.50</b>	<b>\$ 31,542.50</b>	<b>957.50</b>		
25	220100	Model for Land Bank Properties		4,000.00						
					09122	6/13/2022	\$ 362.50	\$ 362.50		
					09238	7/11/2022	\$ 802.50	\$ 802.50		
					09363	8/18/2022	\$ 972.50	\$ 972.50		
					<b>Project Subtotal</b>		<b>2,137.50</b>	<b>\$ 2,137.50</b>	<b>\$ 2,137.50</b>	<b>1,862.50</b>
26	220101	Maple City Habital Project		3,000.00	09124	6/13/2022	\$ 1,544.70	\$ 1,544.70		
				2,000.00	09237	7/11/2022	\$ 1,455.00	\$ 1,455.00		
					09385	8/18/2022	\$ 1,971.25	\$ 1,971.25		
					<b>Project Subtotal</b>		<b>4,970.95</b>	<b>\$ 4,970.95</b>	<b>\$ 4,970.95</b>	<b>29.05</b>
<b>Totals</b>				<b>\$ 41,500.00</b>		<b>\$ 38,650.95</b>	<b>\$ 38,650.95</b>	<b>2,849.05</b>		
<b>General Updates:</b> 1. Budget Expended includes "Invoices for Consideration" amount.										

Leelanau County Brownfield Redevelopment Authority  
TIR Tracking and Management  
Monthly Project Update

FY 2021 Budget and Cost Summary

LCBRA	Envirologic									
File #	W/O	Project	Site/Phase	Budget Estimate	Invoice #	Invoice Date	Invoices for Consideration	Budget <sup>1</sup> Expended	Budget Remaining	Task Completed
		210185	TIR Tracking and Management 2021							
			Task 1: TIF Management Process Implementation and Training	2,370.00	08049	9/14/2021	\$ 641.25	\$ 641.25	1,728.75	
					08137	10/6/2021	\$ 1,263.75	\$ 1,905.00	465.00	
			Task 2: Statement of Account and Reimbursement Analysis Prep	3,700.00	08137	10/6/2021	\$ 71.25	\$ 71.25	3,628.75	
					08269	11/9/2021	\$ 47.50	\$ 118.75	3,581.25	
					08353	12/7/2021	\$ 475.00	\$ 593.75	3,106.25	
					08469	1/6/2022	\$ 332.50	\$ 926.25	2,773.75	
					08756	3/9/2022	\$ 3,175.05	\$ 4,101.30	(401.30)	
			Task 3: Annual Reporting	1,230.00	08049	8/14/2021	\$ 475.00	\$ 475.00	755.00	
					08353	12/7/2021	\$ 118.75	\$ 593.75	636.25	
			Subtotal	7,300.00			\$ 6,600.05	\$ 6,600.05	699.95	
		220061	2022 Management of Tax Increment Revenues							
			Task 1: Statement of Account and Reimbursement Analysis Prep	3,700.00	09007	5/10/2022	403.75	\$ 403.75	3,296.25	
					09239	7/11/2022	643.75	\$ 1,047.50	2,652.50	
					09382	8/18/2022	23.75	\$ 1,071.25	2,628.75	
					09487	9/13/2020	876.25	\$ 1,947.50	1,752.50	
					09620	10/12/2022	356.25	\$ 2,303.75	1,396.25	
					09656	11/3/2022	142.50	\$ 2,446.25	1,253.75	
					09855	12/12/2022	58.75	\$ 2,505.00	1,195.00	
					09920*	1/5/2023	1,459.75	\$ 3,964.75	(264.75)	
			Task 2: Annual Reporting	1,230.00	09382	8/18/2022	205.05	\$ 205.05	1,024.95	
					09487	9/13/2021	930.00	\$ 1,135.05	94.95	
					09656	11/3/2022	23.75	\$ 1,158.80	71.20	
					09920*	1/5/2023	825.00	\$ 1,983.80	(753.80)	
			Subtotal	4,930.00			5,948.55	\$ 5,948.55	(1,018.55)	
			Totals	\$ 12,230.00			\$ 12,548.60	\$ 12,548.60	(318.60)	
			<b>General Updates:</b>							
			1. Budget Expended includes "Invoices for Consideration" amount.							

**January 17, 2023 Claims & Accounts**

**Leelanau County Brownfield Redevelopment Authority**

Envirologic – Invoice #09920		
101.000000.801-300 Contractual – General Env. Services	\$	2,284.75
<b>TOTAL CLAIMS &amp; ACCOUNTS:</b>	<b>\$</b>	<b>2,284.75</b>

PREPARED &  
PROOFED BY  
*Jy*  
VERIFIED BY



Remit to:  
 2960 Interstate Parkway, Kalamazoo, MI 49048  
 P 269.342.1100 | F 269.342.4945 | W envirollogic.com

Leelanau County Brownfield Redevelopment Authority  
 Trudy Galla  
 8527 E. Government Center Drive  
 Suite 108  
 Suttons Bay, MI 49682-9718

Invoice number 09920  
 Date 01/05/2023  
 Project 220061 2022 Tax Increment Revenue

INVOICE: Through Dec 31, 2022

TASK 1 - STATEMENT OF ACCOUNT & REIMBURSEMENT ANALYSIS PREPARATION

Professional Fees

	Hours	Rate	Billed Amount	
Project Manager Therese M. Searles Professional Services	4.00	95.00	380.00	✓
Project Scientist Logan L. Mulholland Professional Services	12.50	85.00	1,062.50	✓
Expense				
Miscellaneous Expense BS&A	Units	Rate	Billed Amount	
	1.00	17.25	17.25	✓
Phase subtotal			1,459.75	✓

TASK 3 - ANNUAL REPORTING

Professional Fees

	Hours	Rate	Billed Amount	
Technical Editor /Writer Shelbey N. Senkewitz Professional Services	0.25	70.00	17.50	✓
Project Scientist Logan L. Mulholland Professional Services	9.50	85.00	807.50	✓
Phase subtotal			825.00	
Invoice total			2,284.75	✓

**PREPARED & PROOFED BY**  
*[Signature]*  
**VERIFIED BY**

Terms: N30 - We accept Check, ETF, Visa, MC Discover & Amex as payment options. All Credit Card payments will incur a 3% processing fee