

Leelanau County Brownfield Redevelopment Authority (LCBRA)

Meeting Date: Tuesday February 21, 2023 **at 10:00** am (or immediately following the Land Bank Authority meeting, whichever is **later**)

Location: Leelanau County Government Center

CALL TO ORDER & PLEDGE OF ALLEGIANCE

ROLL CALL

PUBLIC COMMENT

DIRECTOR COMMENTS

CONSIDERATION OF AGENDA

CONFLICT OF INTEREST

ANNUAL ORGANIZATIONAL ITEMS

- A. Bylaws *pgs 2-4*
- B. Rules of Procedure *pgs 5-8*
- C. Policies & Procedures *pgs 9-21*

CONSIDERATION OF MINUTES – 1/17/23 and 1/26/23 *pgs 22-29*

CONSENT AGENDA

OLD BUSINESS

NEW BUSINESS

- 1. Update on West Shore Project / Brownfield Plan – *Mr. Pat Johnson*
- 2. Resolution RE : Bank Signers *pg 30*
- 3. Agreement for Services with Fishbeck (*sent separately*)
- 4. Fishbeck Work Orders:
 - a. Work Order 1 GES - (General Services) *pgs 31-33*
 - b. Work Order 1 – QAPP (Required under our EPA Grant Agreement) *pgs 34-35*
 - c. Work Order 2 – Community Outreach/Programmatic Activities (Required under our EPA Grant Agreement) *pgs 36-37*
- 5. Part 1 & II Application for Brownfield Assistance – *Telgards/Bluebird pgs 38-50*
 - a. Work Order 3 – Telgards/Bluebird project *pgs 51-53*

FINANCIALS

- 1. Claims & Accounts
- 2. Post Audit, Budget Amendments, Transfers

CORRESPONDENCE/COMMUNICATION ITEMS

- 1. Revenue and Expense Report *pgs 54-55*

PUBLIC COMMENT

DIRECTOR COMMENTS

MEMBER / CHAIRPERSON COMMENTS

ADJOURN

**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 _____, 2023.

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 _____, 2023

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 draft 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 – February 21, 2023

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, January 17, 2023 at the Leelanau County Government Center.

CALL TO ORDER

Meeting was called to order at 10:20 am by Chairman Heinz who led the Pledge of Allegiance.

Heinz welcomed new members Deb Allen and Gwenne Allgaier who both stated they were looking forward to learning. Heinz stated he and King have been on the LCBRA for one year and are starting to catch on to acronyms and all the buzz words.

ROLL CALL

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

Members absent:

Staff: T. Galla, Director

Public: J. Hawkins, Z. Hillyer, L. Mawby, S. Lautner

PUBLIC COMMENT - None

DIRECTOR COMMENTS - None

CONSIDERATION OF AGENDA

Heinz suggested moving Item D. to next month.

Motion by Eftaxiadis, seconded by Allen, to move Item D. to the February 21 meeting. Motion carried 7-0.

CONFLICT OF INTEREST – None

ANNUAL ORGANIZATIONAL ITEMS

Election of Officers

(2022 officers were: Dan Heinz, Chair, Rick Foster, Vice-Chair and John Arens, Secretary/Treasurer)

Chairman

Motion by Allen, seconded by Foster, to nominate Heinz as Chair.

Nominations were closed.

Motion carried 7-0.

Heinz thanked everyone and promised to do his best.

Vice-Chairman

Eftaxiadis nominated Foster as Vice-Chairman. Foster nominated Eftaxiadis as Vice-Chairman.

Motion by Eftaxiadis, seconded by Allen, to nominate Foster as Vice-Chairman.

Nominations were closed.

Motion carried 7-0.

Secretary/Treasurer

Motion by Eftaxiadis, seconded by Allen, to nominate Arens as Secretary/Treasurer.

Nominations were closed.

Motion carried 7-0.

B. Consideration of 2023 Meeting Schedule

Motion by Eftaxiadis, seconded by Foster, to accept the 2023 Meeting Schedule as presented. Motion carried 7-0.

D. Review/Adopt: Bylaws, Rules of Procedure, and Policies & Procedures - tabled until February.

CONSIDERATION OF DECEMBER 20, 2022 MINUTES

Heinz pointed out some minor changes.

Motion by Eftaxiadis, seconded by King, to approve the minutes with the revisions as discussed. Motion carried 7-0.

CONSENT AGENDA

Motion by Eftaxiadis, seconded by Allen, to approve consent agenda as presented. Motion carried 7-0.

OLD BUSINESS – None.

NEW BUSINESS

Request For Qualifications & Proposal (RFQP) for consultant RE: EPA Assessment Grant

Heinz requested Galla give a verbal review. Also, Eftaxiadis has made an extensive spreadsheet of things he wants to bring up regarding each proposal. The LCBRA needs to approve a consultant/firm before moving forward on anything with regard to the EPA assessment grant. This is a three-year grant and we need to give due diligence to the four firms that were presented to us. Eftaxiadis has made a career out of doing these projects. He is notable for being very involved with the Grand Traverse Commons redevelopment and brownfield deals. We have an inhouse expert in Eftaxiadis and Galla has been here since inception in 2008 as the LCBRA Director. We have a lot of knowledge right here on this committee and maybe after thorough review and discussion, we won't have to go through extra steps or extra meetings.

Galla gave a review saying there were thirty-nine companies that downloaded the RFQP from BidNet (online service) and four proposals were received. The four proposals were received from TriTerra, SME, GEI Consultants of MI, and Fishbeck. After a consultant is hired, the consultant will have to submit a Quality Assurance Project Plan (QAPP) to EPA for approval before working on any projects. Following that, the LCBRA will need to do a community outreach to let the community know this grant is available and how it will be used. Galla explained different options for the LCBRA to consider.

Heinz commented that all of these experiences these companies have listed may not be needed for us. We don't have a lot of industrial properties around the county and there is a three-year time frame to use this money.

Eftaxiadis said he looked at the four proposals with a number of perspectives: 1) as a member of the LCBRA, and 2) He knows the companies as he has dealt with them in one form or another. He evaluated the four proposals based on a spreadsheet that he created a number of years ago. He stated he has served as a brownfield environmental consultant for a number of brownfield authorities like Leelanau County. Over the years, he has been involved in evaluating proposals for services. He is aware that there can be things such as bid protests and the company may not like a decision and they have the right to ask for the documentations on how a decision was made. Eftaxiadis went through all the information provided by the four companies in response to the RFQP - both in terms of qualifications and also for the cost. As related to the qualifications, three of the four he felt could provide all of the services that we need or may need. One of the firms has a good environmental background, but not brownfield development. Even though this is an assessment grant; we still expressed in the RFQP that we wanted to deal with a company that has a brownfield development background because the environmental work that may be done under the grant could result in redevelopment projects. Therefore, the firm needs to fully understand the brownfield redevelopment process when it comes to state and federal requirements.

Out of the three companies that provide and have all the qualifications we requested; one stands out. Both in terms of number of individuals that can provide services we need, as well as the depth of experience that some of the individuals have and can bring to us. In the RFQP, we asked the firms to provide labor rates and also gave them a hypothetical sample of a Phase II Environmental Assessment that we may need in the county. The RFQP asked the firms to give a cost for doing a Phase I and a Phase II Environmental Assessment based on some well-defined quantities of work we provided so we could compare apples to apples. By giving them specific requirements, we are able to compare the costs of the four firms for that work. Then we asked for the Baseline Environmental Assessment (BEA) cost. Prior to doing that, Eftaxiadis had estimated what those costs should be, based on what the industry charges. He understands there is some variation. Three of the four were within a few thousand dollars of each other and within a few thousand dollars of his estimate. One of the firms for Phase I, Phase II, BEA, had a Phase II cost that was substantially lower than the rest – about ½ the cost. In his estimation, either they didn't understand the scope of work, did not read instructions, or they attempted to buy the job.

Eftaxiadis made some assumptions of hours of work that would be needed during the year from the selected firm. He took the rates of each firm and meetings we would want them to attend and evaluated cost with their rates. Based on cost, the firm that he believes has the highest qualifications has a similar cost to two other firms. In conclusion, he has made a decision on which firm he would propose for a contract. However, his recommendation would be for a small group to go through the evaluation and then make a recommendation to this body.

King appreciated the substance matter. Since he doesn't have that expertise, he would fully support the idea of a small group to present in writing a recommendation to the full board. Arens thanked Eftaxiadis for the amount of work he put into this project.

Eftaxiadis said if they set up a group to evaluate the proposals, he would bring this sheet and go through it. Anyone who evaluates needs to understand all the information in the proposal.

Eftaxiadis said even with the one firm that stood out, they met all the checkmarks, but that is his evaluation. Heinz asked whether or not to have a posted meeting and have the proposals discussed with firms present one on one. Eftaxiadis suggested Galla ask a couple of the firms to provide some additional information, such as markups on subcontractors. And, some of the firms provided labor rates for next three years while some did not. Even without it, there is enough information to make a decision but he would like Galla to request the additional information.

Galla stated as the Director, she tries to guide the LCBRA and show them the process on what to do. It is up to the members to make a decision on how to move forward and which firm to hire. Galla explained that they could hold a special meeting if they wanted to make a decision before their next meeting in February. Allgaier asked if there was a downside to them making a decision in February. Galla replied, it is all about the timing. EPA is watching our progress on the grant and would like to know when a consultant is hired.

Discussion ensued on rules and regulations to hold a special meeting.

Galla suggested all members take a copy of all four proposals for review and have discussion held at a special meeting to make a final decision. There would be no meeting prior to the special meeting.

Motion by Eftaxiadis, seconded by Foster, to have members take documents and review and then reconvene in a special meeting for discussion and possible selection of a firm. Motion carried 7-0.

Special meeting was proposed for Thursday, January 26, 2023 at 10 am.

Motion by Arens, seconded by Allgaier, to have a special meeting to review the proposals on Thursday January 26, 2023 at 10 am. Motion carried 7-0.

West Shores Status

Galla said she tried to send another email to the developer but it has come back undeliverable. She will be submitting a letter and confirm they receive it. The township has given three extensions to this permit. Galla did not know if the township would approve another extension. The developer will be invited to the February meeting and hopefully he can attend or respond prior to the meeting so they have an update for February.

Recoup TIF fees RE: Envirollogic Services

Heinz asked Galla if this would be low priority. Galla replied it wouldn't be difficult to go back and track this since it is in the Claims & Accounts. She will need to do a running tally to identify what was used as general services that was TIF eligible. That way, when we identify TIF for administration, we will recover these funds. Heinz said that is ordinarily done in conjunction with a consultant. Galla agreed and suggested they continue to do it that way since the consultants have the expertise and background needed to assist the LCBRA.

FINANCIALS

Claims & Accounts - \$2,284.75

Motion by Eftaxiadis, seconded by Allgaier, to approve Claims & Accounts in the amount of \$2,284.75. Motion carried 7-0.

Post Audit, Budget Amendments, Transfers

Galla said that the 2023 budget is not in the county's computer system yet. She will provide budget printouts for next month.

CORRESPONDENCE/COMMUNICATION ITEMS - None.

PUBLIC COMMENT - None.

DIRECTOR COMMENTS - None.

MEMBER / CHAIRPERSON COMMENTS – None.

ADJOURN

Meeting adjourned at 11:25 AM.

The Leelanau County Brownfield Redevelopment Authority (LCBRA) held a special meeting on Wednesday, January 26, 2023 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, R. Foster, J. Arens, G. Allgaier, T. Eftaxiadis, D. Allen

Members Absent: D. King

Staff Present: T. Galla, Director, G. Myer, Senior Planner

Public Present: Maureen Allen, GEI, Jeff Hawkins, Fishbeck

PUBLIC COMMENT – None

DIRECTOR COMMENTS – None

CONSIDERATION OF AGENDA

Motion by Eftaxiadis, seconded by Foster, to approve the agenda as presented. Motion carried 6-0.

CONFLICT OF INTEREST - None

NEW BUSINESS

1. Review and Hiring of a Consulting Firm

Heinz asked Galla to review the process. Galla reviewed the memo previously sent to members providing an overview of the process, the timeline and the four proposals that were received on January 4, 2023, for the Request for Qualifications and Proposals (RFQP). Members had an opportunity to review all four proposals received and an Excel sheet was sent to each member to fill out and return, reviewing each firm. At the January 17th meeting, it was noted that additional information would be requested from each firm. The information request was sent to each firm, and all four firms responded in a timely manner with their answers. An excel sheet was developed which is attached and can be modified by members, if they choose. It is a starting point for the discussion.

Galla continued by highlighting some of the information from the RFQP with regard to the LCBRA reserving the right to reject any and/or all submittals and to waive any irregularity in submittals received, the RFPQ does not require the LCBRA to award a contract, and oral presentations could be done with selected firms but are not required. She noted the objective was to select a consultant that would provide high quality and cost-effective services, and the contract would be awarded to the most responsive consultant as determined based on the ability to provide services as listed in the RFQP, and their knowledge of brownfields, land banks and redevelopment tools. Galla noted a few sections in the excel sheet with each firm and then high many rankings each received for Fair, Good, Very Good, or Excellent. She then reviewed the options for the LCBRA to consider. If members select a consultant, Galla will work with corporate counsel to draft contract language. She also pointed out two things from the excel sheet: 1) GEI proposed charges to do a Quality Assurance Project Plan (QAPP). A QAPP is submitted to EPA following a conference call to review what is expected with regard to work on a site, laboratories that will be used, etc. EPA has to approve the QAPP by the selected firm before any work can begin under the assessment grant. GEI noted they would charge \$1,650 for a QAPP for each site. However, a QAPP is only done one time, at the beginning of the grant. 2) The RFQP included a copy of the Cooperative Grant Agreement with EPA and showed the budget that we have. We budgeted very

little for personnel or for travel and that was done to cover costs for the Director or LCBRA members to attend conferences, and for mileage to and from meetings or project sites. If you select a firm that charges for attending meetings of the LCBRA, then Galla will have to check with EPA to see if those costs can come from another line item in the budget, or it will need to be negotiated with the selected firm.

Heinz opened up the discussion to members.

Ahrens asked who had in-house lab equipment so they would not be subcontracting. Eftaxiadis replied that with his knowledge, none have in-house labs. Even if they did, the lab they have to use for EPA grant work has to be certified. One firm has drilling capabilities, soil testing, material testing. There may be others that do, but they did not include that information in their proposals. Eftaxiadis said with his review of the proposals, even if they had in-house it would not have an effect on lowering the cost. He spoke on earth probe and the cost will depend on what is needed. They may use their own, or have to subcontract depending on the project. Heinz said the firms listed the subcontractors in the back of their proposals.

Eftaxiadis thanked the companies for submitting proposals. It is a lot of work and they deserve a thorough evaluation.

Galla pointed out that key personal information and a couple other sections on the excel sheet were fairly even, until you got to brownfield services. Then the review was from Fair to Excellent.

Eftaxiadis concurred with Galla's comment and said they all have environmental capabilities. The reason to emphasize both capabilities (environmental and brownfield) is because the EPA grant is seed money for redevelopment projects. He was looking for firms with substantial brownfield and EPA grant capabilities. Three of the four firms had this experience. Out of the three, one firm had more experience.

Members asked how often we might need brownfield experience. Galla replied that we had five brownfield plans developed in Leelanau County and four involved EPA grant funds, and the other involved state funds. The EPA is seed money to start and then you might have to take a project to the next level. Assessment dollars can spur on the development on a site.

Allgaier commented that one of the firms listed the work they had done on Sugar Loaf. She lives near there and thought the work was done spectacularly.

Ahrens said of the three firms, GEI does not have experience with grants. Heinz added that they also have some members who are relatively new to the firm and were identified for our grant.

Eftaxiadis commented on the numbers and said some of them don't add up. Allen felt the LCBRA needed to be mindful of the additional fees being charged and that should be taken into consideration. Eftaxiadis said the markup on subcontractors also needs to be looked at. When firms subcontract for lab and earth probe services, it can be a substantial cost and the markup can make a big difference. He compared the fees each firm charged for these services.

Ahrens asked about legal descriptions and survey work. Eftaxiadis spoke on ground water maps, and surveying. It was not asked for in the RFQP as it varies by site and by need. With regard to samples, some may need to be done through concrete floors which also makes a difference. All four firms had some markup for subcontractor fees.

Heinz said that the closest to this area that Triterra has worked is Grayling. Also, no one listed in their firm had gone beyond a bachelor's degree; the other 3 firms had staff with master degrees. One firm has 14 years of experience and is relatively new compared to the others, but their staff do have experience with other firms. He noted that meeting fees also add up and those are not budgeted in the EPA grant. We have no idea what services we may need for a site until they are presented to us.

Eftaxiadis agreed and said at this point, we don't know what sites we will have or how much work. That is why we wanted to get some costs to compare how the firms approached it. He did his own estimates and came up with Phase II assessment for just under \$19,000. Plus or minus about 10-15 % would be acceptable. One firm came in at half of this estimate and half of the other proposals. So, they were asked for clarification and they sent a breakdown. The labor is lower and the earth probe work about equal. Using their lower labor rates, they either they misunderstood something, or are charging in the QAPP, or maybe didn't take into account the time to collect samples, analyze them, or include that in their figures. Eftaxiadis said he didn't know how they came up with their number; it's not acceptable to him. Also, anything around \$3,000 - \$7,000 is what we would expect for brownfield plans in this county, given the type of sites we have.

Heinz asked about the labor rates and Eftaxiadis said the labor rates can be misleading. It comes down to how many hours of different labor categories will be involved in the job. He explained his way of rating each of these and how the labor varies. Fishbeck was the lowest, Triterra was the highest and SME and GEI were in the middle of those two. He also did the same thing adding in some services and Fishbeck was still lowest.

Allgaier commented on experience working in Leelanau County.

Galla reminded members they were not required to pick the lowest bidder, but she did suggest they state their reason for who they pick.

Eftaxiadis disagreed with Allgaier and said we need to review the qualifications and the pricing, rather than the experience in this county. He noted that he is familiar with or has worked with someone in each of these firms.

Galla gave a history on prior projects, where a survey was required, blight elimination grants used, and demolition occurred. In Cedar, well testing was completed of nearly 70% of all the wells. Other types of projects have come forward as we have witnessed with past grants. Some firms that did work on sites were under prior contracts with a developer. And we have also worked with members from one or more of the firms who presented proposals.

Galla explained how the EPA funds were to be used. Also, we can reach out to the state land bank and local land bank, and state brownfield for any loan or grant funds that might help a site. With this assessment grant, we hire a firm, let the community know these funds are available, take in applications for potential projects, and the applicant will use the firm that is hired under the EPA grant. If they are already working with a firm and want to stay with them, then they won't be able to access the EPA grant funds. The grant work has to be done by the firm that you hire.

Galla told members of their options today. Select a firm, eliminate some and do interviews, or reject all. From the discussion, it didn't sound like the members were going to reject all and put out a new proposal.

Ahrens commented that Triterra's labor rate was significantly higher and the brownfield plan was \$9,500 yet their Sample Assignment Cost was ½ the cost of the other firms. This was conflicting to him.

Eftaxiadis explained his way of comparing proposals and stated he knows that one of the firms has more capabilities than what they presented in their proposal. However, we can only go by what is in the proposal.

Ahrens asked Galla how the process works and do we get all the grant money at once. Galla replied that there will be Work Orders that come in from the consulting firm once they are under contract and you receive an application for a project. You will review and approve the Work Order and after work is completed, the invoice will come back to you for approval and then we request reimbursement from EPA under the grant. We won't get all the money up front.

Allen again thanked members for being diligent in their review and for all the work done by Eftaxiadis. Based on all of the discussion, it seems there is a firm rising to the top. She asked if there was anything that she might be missing that should still be considered, and did members agree that one firm was rising to the

top? Eftaxiadis said he had made a decision and after all the information was reviewed and the numbers reviewed, it is still his decision.

Heinz thanked Eftaxiadis and Galla for their work on this review and putting everything together.

Eftaxiadis commented that having a consultant who has experience in applying and pursuing additional funds is important.

Ahrens asked about eliminated two firms and interviewing two? Allgaier commented on our timeline. Galla said there is no deadline from EPA on when a firm is hired but they do want to see progress and have asked if we have a firm hired yet.

Allen noted that if she had two firms she thought were close, she would agree with Ahrens and look toward interviews but she does not have two that are close. Only one seems to check off all the boxes.

Ahrens suggested taking time to check references or make a decision pending this.

It was moved by Ahrens to select SME and Fishbeck for in-person interviews. Motion died for lack of support.

It was moved by Eftaxiadis, seconded by Allgaier, to select Fishbeck as the consultant for this grant based on the quantitative and qualitative information provided in the proposals. Eftaxiadis amended the motion 'subject to receiving positive references for Fishbeck, and Allgaier agreed.

Roll Call Vote:

Heinz – Aye

Foster – Aye

Ahrens – Nay

Allen – Aye

Allgaier – Aye

Eftaxiadis – Aye

Motion carried 5 Aye, 1 Nay, 1 absent (King)

Heinz thanked GEI for attending and submitting a proposal. It was a tough decision. We can move forward now.

Galla said she will do reference checks. Then, work with Corporate Counsel on the next steps for a contract.

PUBLIC COMMENT

Hawkins said he appreciated the thorough analysis and the opportunity for them to compete. He wants to indicate that their past performance can be demonstrated again moving forward. They are dedicated to Leelanau County.

DIRECTOR COMMENTS - None

MEMBER/CHAIRPERSON COMMENTS

Arens thanked Jeff Hawkins and Maureen Allen for showing up.

ADJOURN

Meeting adjourned at 11:11 a.m.

LEELANAU COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

**RESOLUTION AUTHORIZING
EXECUTION OF DOCUMENTS**

RESOLUTION 2023-01

WHEREAS, the Leelanau County Brownfield Redevelopment Authority Board desires to authorize the officer or officers, agent or agents of the Authority for signing of all checks, drafts, or other order for the payment of money, notes or other evidence of indebtedness issued in the name of the Authority as outlined in Article V. 3 of the Bylaws; and

THEREFORE BE IT RESOLVED, that the Authority has determined by this Resolution that there will be three (3) signers for the Authority: the Treasurer, Vice-Chairperson, and the Brownfield Director.

MOVED:

SECONDED:

AYES:

NAYS:

STATE OF MICHIGAN)
)
COUNTY OF LEELANAU)

CERTIFICATION

I, the undersigned, the duly qualified Director of the Leelanau County Brownfield Redevelopment Authority, do hereby certify that the foregoing is a true and complete copy of certain proceedings taken by the Leelanau County Brownfield Redevelopment Authority Board at its regular meeting held on the ____ day of February, 2023.

Trudy Galla, Director
Leelanau County Brownfield Redevelopment Authority

Work Order

General Environmental Services (GES)

Applicable to Agreement for Services Dated _____, 2023

Work Order Number 1 GES Dated _____, 2023

Between

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

And

FISHBECK
2960 INTERSTATE PARKWAY, KALAMAZOO, MI 49048

Subject Matter: 2023 Tax Increment Tracking and Annual Reporting

Funding Source: LCBRA Administrative Revenues

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

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

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

<u>Jeffrey C. Hawkins</u>	<u>(269) 342-1100/jhawkins@fishbeck.com</u>
Name of Firm (FISHBECK)	Phone & email

<u>Trudy J. Galla, AICP, Director</u>	<u>(231) 256-9812</u>
Name (Client)	Phone

If CLIENT accepts this Scope of Services, please sign this Work Order on behalf of CLIENT and return to the Representative of FISHBECK noted above:

ACCEPTED AND AGREED TO:

LCBRA
(CLIENT – Name & Signature)

(FISHBECK – Representative Name & Signature)

Date _____

Date _____

Scope of Services

Fishbeck has developed a tax increment financing (TIF) tracking system for the LCBRA for its existing Brownfield Plans. The LCBRA desires to engage Fishbeck to manage the tracking of tax increment collection and reimbursement associated with the LCBRA’s existing brownfield plans. Fishbeck proposes to update and send out the Statements of Account twice a year to coincide with tax collection periods. Reimbursement Analyses will also be updated for the LCBRA twice a year. Further, Fishbeck proposes to assist the LCBRA with Annual Reporting, as we have assisted in previous years, through the MEDC online portal in August of 2023. This proposal includes services to manage tax increment collection for the 2023 tax year which anticipates upfront communication needed with all pertinent local jurisdictions.

Schedule

It is anticipated that the scope of services will be initiated starting in FY 2023 according to the estimated schedule and procedure below. Annual Reporting services will be completed in August of 2023.

Compensation

The proposed scope of work and cost estimate are approximations based on our current knowledge of needed services and should be used for your internal budgetary purposes only. The cost estimate assumes all information and materials are received from the local units of government in a timely fashion with minimal corrections required. The actual scope of work and cost of the project may be affected by unknown factors, such as scope changes. Fishbeck proposes to perform the services described above on a time and materials basis according to the current Agreement for Services.

Task 1 – Statement of Account and Reimbursement Analysis Preparation (2 events)

Fishbeck Staff Time:

Subtotal\$ 3,700.00

Task 3 – Annual Reporting (1 event)

Fishbeck Staff Time:

Subtotal\$ 1,200.00

TOTAL\$ 4,900.00

TAX INCREMENT REVENUE COLLECTION AND TRACKING PROCEDURE/SCHEDULE

Immediately upon Authorization	Coordinate with LCBRA Director and Leelanau County Chief Deputy Treasurer to schedule online training for local treasurers with active Brownfield Plans (Elmwood Township, Leland Township, Village of Suttons Bay, Suttons Bay Township).
JULY/AUGUST (completed MAY/JUNE in subsequent years, if authorized)	Verify Taxable Values for new Tax Year. Populate spreadsheets with new value. Verify Millage rates from Equalization. Add any new millages.
JULY/AUGUST (completed JUNE in subsequent years, if authorized)	Send new letter and copy of spreadsheet to each local unit of government collecting taxes from the Brownfield. Have local unit of government(s) verify Summer millage rates and taxable values.
JULY/AUGUST	Receive Tax Increment from Summer Taxes. Disburse in accordance with Brownfield Plan and Reimbursement Agreements. Retain half of SET to disburse to State of Michigan, where applicable. MEDC will invoice the BRA subsequent to Annual Report submission.
AUGUST	MEDC report due. Spreadsheets provide data for ISD, County, Local, and School millages.
NOVEMBER	Send new letter and copy of spreadsheet to each local unit of government collecting taxes from the Brownfield. Have local unit of government(s) verify Winter millage rates.
FEBRUARY/MARCH	Receive Tax Increment from Winter Taxes. Disburse in accordance with Brownfield Plan and Reimbursement Agreements.

Work Order

Applicable to Agreement for Services Dated ____, 2023

Work Order Number 1 Dated _____, 2023

Between

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

And

FISHBECK
2960 INTERSTATE PARKWAY, KALAMAZOO, MI 49048

Subject Matter: Quality Assurance Project Plan (QAPP)

Funding Source: FY22 EPA Brownfield Assessment Grant

Grant Work Plan Reference: Task 2: Phase II Environmental, Baseline Environmental Assessments/Due Care Plans

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

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

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

Jeffrey C. Hawkins
Name of Firm (FISHBECK)

(269) 342-1100/jhawkins@fishbeck.com
Phone & email

Trudy J. Galla, AICP, Director
Name (Client)

(231) 256-9812
Phone

If CLIENT accepts this Scope of Services, please sign this Work Order on behalf of CLIENT and return to the Representative of FISHBECK noted above:

ACCEPTED AND AGREED TO:

LCBRA
(CLIENT – Name & Signature)

(FISHBECK – Representative Name & Signature)

Date _____

Date _____

Scope of Services

Work performed under this Work Order shall include development of a Quality Assurance Project Plan, a pre-QAPP conference call, communications as needed with U.S. EPA staff to develop and affirm the quality and content of the QAPP, client communications, and miscellaneous expenses related to the development of the document.

Schedule

Work performed under this Work Order will be completed as expeditiously as possible with the anticipation that the QAPP will be in-place within four to six weeks of authorization to proceed.

Compensation

Compensation for services provided under this Work Order will be invoiced at the rates provided in the Agreement for Services between FISHBECK and CLIENT. Envirologic proposes to complete this work for a lump sum of \$3,000.

Work Order

Applicable to Agreement for Services Dated ____, 2023

Work Order Number 2 Dated _____, 2023

Between

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

And

FISHBECK
2960 INTERSTATE PARKWAY, KALAMAZOO, MI 49048

Subject Matter: Community Outreach/Programmatic Activities

Funding Source: FY22 EPA Brownfield Assessment Grant

Grant Work Plan Reference: Task 4: Community Outreach/Programmatic

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

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

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

Jeffrey C. Hawkins
Name of Firm (FISHBECK)

(269) 342-1100/jhawkins@fishbeck.com
Phone & email

Trudy J. Galla, AICP, Director
Name (Client)

(231) 256-9812
Phone

If CLIENT accepts this Scope of Services, please sign this Work Order on behalf of CLIENT and return to the Representative of FISHBECK noted above:

ACCEPTED AND AGREED TO:

LCBRA
(CLIENT – Name & Signature)

(FISHBECK – Representative Name & Signature)

Date _____

Date _____

Scope of Services

Fishbeck understands the importance of involving the community in the LCBRA's brownfield program including educating the community on the funds and tools that are available. Work performed under this Work Order shall include creating and disseminating brochures/flyers/webpages about the EPA Grant; educating and informing community groups and stakeholders, about the grant and brownfields; and holding community outreach events. Fishbeck will provide a performance dashboard that informs the community of the successes realized through the EPA Brownfield Assessment Grant. Activities associated with this task will be undertaken as directed by the LCBRA Director and Board and as outlined in the approved grant work plan.

As a requirement of the Cooperative Agreement between the LCBRA and EPA, quarterly reports will be completed and submitted to the U.S. EPA; the Assessment, Cleanup, and Redevelopment Exchange System (ACRES) will be updated as projects are completed; MBE/WBE/DBE reports and final project closeout documentation will also be submitted.

Schedule

Beginning January 2023, Quarterly reports will be submitted within 30 days of the end of the quarterly reporting period, ACRES will be updated as sites are assessed and updated with cleanup and/or redevelopment information during and/or after the performance period. Annual MBE/WBE reports will be submitted annually, and the final project closeout documentation submitted as required once the grant performance period ends.

Community outreach efforts will be intense at the outset of the grant and will include 2 community open houses by the 3rd quarter of FY23, and an additional outreach event midway through the grant or 1st quarter of FY24; and monthly AUTHORITY meetings and outreach efforts will continue throughout the grant term.

Compensation

Compensation for services provided under this Work Order will be invoiced at the rates provided in the Agreement for Services between FISHBECK and CLIENT. Fishbeck proposes to assist with these efforts as needed and directed by the LCBRA. The overall grant work plan budget for this task is \$6,000 and Fishbeck will work to spread this budget over the three-year term of the grant with the understanding that the initial year will utilize more of the budget as activities ramp up.



LEELANAU COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)

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

BROWNFIELD PROJECT APPLICATION FORM

PART 1

SECTION I:

APPLICANT INFORMATION

Project Name: BLUEBIRD REDEVELOPMENT	
Applicant Name: DARYL (SKIP) TELGARD	
Business Name (If different from applicant): BLUEBIRD OF LELAND INC.	
Mailing Address: P.O. BOX 716 LELAND MI 49654-0716	
Contact Person: SKIP TELGARD LYNN TELGARD	Email:
Office Phone:	Cell Phone:

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

Type of Business:

- Manufacturing
- Wholesale
- Service
- Retail
- Other (specify) _____

Description of Business History, Operations and Products/Services Provided:

BLUEBIRD RESTAURANT FOUNDED 1927 BY LEONE & MARTIN TELGARD. WE ARE THE 3RD GENERATION TO RUN THE BUSINESS WITH TWO MORE GENERATIONS WAITING TO STEP IN. THE BLUEBIRD IS A RESTAURANT & TAVERN SERVING LOCALS AND TOURISTS. LOCATED IN THE CENTER OF LELAND VILLAGE ONE BLOCK FROM FISHTOWN.



LEELANAU COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)

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

Legal Structure of Applicant:

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

State of Registration: MICHIGAN
Formation Date: _____

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

NONE

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

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

If yes, explain:

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

If yes, explain:

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

If yes, explain:



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

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

List Key Project Contacts			
Service Type	Organization	Contact Name	Phone/Email
Bank/Financing	HUNTINGTON NATIONAL	BOB NEEDHAM	
Legal Counsel	—		
Environmental Engineer/Consultant	SOILS AND STRUCTURES	DON DUNKIN	616 213 5072
Architect	LTD ARCHITECT	MICHAEL LEAVECK	231 866 1317
Construction Management	SPENCE BROTHERS	JOHN GALNARDZ	231 947 7824
Other:			

SECTION II:

PROJECT SITE

Parcel	Street Address	Parcel ID No.	Owner on Record	Taxable Value
1	102 E. RIVER ST.	009-750-120-00	DARYL & LYNN TELGARD	\$ 486,583.00
2	101 S. MAIN ST.	009-750-111-50	"	\$ 297,046.00
3	103 E. RIVER ST.	009-750-402-00	"	\$ 271,551.00
4.				\$
5.				\$

*add additional parcels on separate sheet, as necessary



LEELANAU COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)

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

Total property size (acres): .80 TOTAL

Number of buildings, stories, and existing building area (square feet):
EARLY BIRD 1838 sqft, BLUEBIRD 8455 sqft, STORAGE BLDG 3916 sqft, RETAIL 900 sqft = 15119 sqft TOTAL
PARKING 19729 sqft.

Current Use of the Project Site:
TWO RESTAURANTS, ONE STORAGE FACILITY, ONE RETAIL STORE AND PARKING

Current Zoning: C-1 COMMERCIAL

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

THE BLUEBIRD STARTED OUT AS A SMALL SNACK BAR. OVER ITS 96 YEAR LIFE IT HAS GROWN INTO AN 8500 SQFT TAVERN AND RESTAURANT, SEATING 310. HAVING BEEN ADDED ONTO AT LEAST A DOZEN TIMES, THE CORE MECHANICAL ARE REACHING THEIR LIFE EXPECTENCY. THE PHYSICAL BLDG HAS DETEIORATED. ROOF SYSTEM, VENTILATION SYSTEM, WINDOWS ETC. ARE ALSO NOW FAILING. BUILDING CODES HAVE GONE THROUGH MANY CHANGES IN THE LAST 96 YEARS, MUCH OF THE BLUEBIRD DOES NOT COMPLY WITH. LASTLY, THE LABOR MARKET IS CHALLENGING WITH NO WHOLES NEAR.
ATTACH all known environmental reports (Phase I, Phase II, Baseline Environmental Assessment, etc.) and current property appraisals to this Application.
THE QUANTITY OF STAFF NEEDED TO MAN A 310 SEAT RESTAURANT. BECAUSE OF THIS PROBLEM TECHNOLOGY HAS ADVANCED VERY RAPIDLY AND IN THE BLUEBIRDS

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

PRESENT CONDITION WE HAVE NOT BEEN ABLE TO INTEGRATE THIS NEW TECHNOLOGY.



LEELANAU COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)

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

SECTION III:

PROPOSED PROJECT DESCRIPTION

Project Type: New Relocation Expansion Rehabilitation

Phase 1: Describe your plans for redeveloping the project site including a description of project and benefits:

NEW SMALLER RESTAURANT TO BE BUILT OCCUPYING LESS LAND AND LOCATED CLOSER TO THE LELAND RIVER. WE WILL ALSO STABILIZE THE RIVER BANK ALONG THE FULL FRONTAGE OF OUR PROPERTY. BY STABILIZING OUR BANK AND RELOCATING A SMALLER RESTAURANT WE WILL HAVE ADDITIONAL COMMERCIAL LAND AVAILABLE FOR FUTURE DEVELOPMENT.

Number of new buildings and new building area (square feet): *PHASE 1 (SEATING 150*)
NEW RESTAURANT & SIDE RETAIL
5000 SQFT. &
GRADE PATIO
2000 SQFT.*

Proposed Future Zoning: *NO CHANGE C-1 COMMERCIAL*

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

Yes No Unknown

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

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

*PHASE 1: STABILIZE RIVER BANK SPRING 2023 (ANYTIME NOW)
START DEMOLITION OF BLUEBIRD SUMMER 2023 FOLLOWED
BY NEW CONSTRUCTION SO WE CAN REOPEN 2024*



LEELANAU COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)

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

Status of Development Permits and Applications:

WE HAVE EGLE PERMIT FOR RIVER BANK PERMIT # WRPO34538 V.1

Does the proposed project anticipate LEED Certification? Yes No Unknown

If yes, explain:

WE WOULD LIKE TO LOOK INTO SOLAR ENERGY
PHOTOVOLTAIC PANELS

Anticipated Full Time Equivalent (FTE) Jobs Retained: _____

Anticipated FTE Jobs Created: 25 ±

SECTION IV:

PRELIMINARY PROPOSED BROWNFIELD FUNDING

PHASE 1

Total Investment Anticipated: \$ 3,000,000.00

Land	\$ <u>0</u>
New Construction/Site Improvements	<u>3 MILLION</u>
Brownfield Conditions	
Total Capital Investment:	\$ <u>3 MILLION</u>

LEELANAU COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)

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

Brownfield activities for which potential assistance is sought:

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

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

Current Taxable Value: \$ _____

Estimated Taxable Value after Project Completion: \$ TO BE DETERMINED

Estimated Funding Sources Requested

Leelanau County Brownfield Redevelopment Authority

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

Michigan Department of Environmental Quality

- \$ _____ Brownfield Redevelopment Grant
\$ _____ Brownfield Redevelopment Loan

Michigan Economic Development Corporation / Michigan Strategic Fund

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

Anticipated total amount of Brownfield financing requested: \$ _____

LEELANAU COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)





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

SECTION V:

CERTIFICATION AND AUTHORIZATION

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

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

 AUTHORIZED SIGNATURE	 TITLE	2-16-23 DATE
 AUTHORIZED SIGNATURE	 TITLE	2-16-23 DATE.

BROWNFIELD PROJECT APPLICATION
FORM PART 1
APPLICATION CHECKLIST

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

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

Application Fee

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

Site Control

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

Site Plan

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

Financial Information and Eligible Activities

IN PROGRESS

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

Environmental Work Completed

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

HAS BEEN EMAILED TO TROY GALA



LEELANAU COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)

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

BROWNFIELD PROJECT APPLICATION FORM

PART 2

SECTION I:

APPLICANT INFORMATION

Project Name: <u>BLUEBIRD RESTAURANT REDEVELOPMENT</u>	
Applicant Name: <u>DARYL TELGARD</u>	
Business Name (If different from applicant):	
Mailing Address: <u>P.O. BOX 716</u> <u>LELAND</u>	
Contact Person: <u>SKIP TELGARD</u> <u>LYNN TELGARD</u>	Email: _____
Office Phone: <u>231 256 9081</u>	Cell Phone: _____

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

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

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



LEELANAU COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)

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

SECTION II:

PROPOSED BROWNFIELD FUNDING

Total Investment Anticipated: \$ 3,000,000.00

Land	\$
New Construction/Site Improvements	3 MILLION
Brownfield Conditions	
Total Capital Investment:	\$ 3 MILLION

Sources of Funding Requested

Leelanau County Brownfield Redevelopment Authority

- ✓ \$ _____ Brownfield Plan and Act 381 Work Plan(s) **TO BE DETERMINED**
- \$ _____ Brownfield Loan – EPA Revolving Loan Fund (RLF)
- \$ _____ Brownfield Loan – Local Site Remediation Revolving Fund (LSRRF)

Michigan Department of Environmental Quality

- \$ _____ Brownfield Redevelopment Grant
- \$ _____ Brownfield Redevelopment Loan

Michigan Economic Development Corporation / Michigan Strategic Fund

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

Total amount of Brownfield financing requested: \$ _____ **TO BE DETERMINED**



LEELANAU COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)

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

SECTION III:

CERTIFICATION AND AUTHORIZATION

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

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



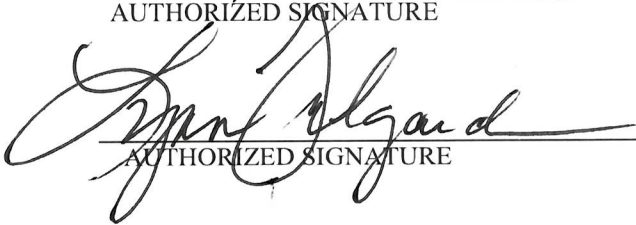
AUTHORIZED SIGNATURE



TITLE



DATE



AUTHORIZED SIGNATURE



TITLE



DATE

January 2016 Application



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

BROWNFIELD PROJECT APPLICATION FORM

PART 2

APPLICATION CHECKLIST

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

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

Application Fee

- Provide Part 2 application.
Check to be written to *Leelanau County Brownfield Redevelopment Authority*

Brownfield Plan

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

TO BE DETERMINED

January 2016 Application

Work Order

Applicable to Agreement for Services Dated ____, 2023

Work Order Number 3 Dated _____, 2023

Between

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

And

FISHBECK
2960 INTERSTATE PARKWAY, KALAMAZOO, MI 49048

Subject Matter: Bluebird Redevelopment Project – Leland, MI

Funding Source: FY22 EPA Brownfield Assessment Grant

Grant Work Plan Reference: Task 3: Brownfield Plans

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

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

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

Jeffrey C. Hawkins
Name of Firm (FISHBECK)

(269) 342-1100/jhawkins@fishbeck.com
Phone & email

Trudy J. Galla, AICP, Director
Name (Client)

(231) 256-9812
Phone

If CLIENT accepts this Scope of Services, please sign this Work Order on behalf of CLIENT and return to the Representative of FISHBECK noted above:

ACCEPTED AND AGREED TO:

LCBRA
(CLIENT – Name & Signature)

(FISHBECK – Representative Name & Signature)

Date _____

Date _____

Scope of Services

Skip and Lynn Telgard, owners of the Bluebird and former Early Bird (Leelanau Coffee Roasting Company) are planning to redevelop their property. The Bluebird Restaurant has a greater capacity than they can staff and the building is essentially functionally obsolete and too costly to repair. At this point it is anticipated that functional obsolescence be the basis for brownfield eligibility. The Telgards are planning to improve their waterfront along the Leland River adding additional finger docks and improving access to the river for both an event area as well as overlooks/outside seating for a new, but smaller restaurant building. The smaller restaurant footprint will also allow for available land to develop in the future a potential mixed-use commercial space with housing on upper floors.

Based on the anticipated redevelopment, there are expected brownfield eligible activities that may include lead and asbestos abatement, building and site demolition and potentially impacted soil removal and disposal from a previously closed underground storage tank release caused by a former gas station. Additionally, the site was historically used for the charcoal kilns of the Iron Works which may have impacted this location.

Based on the ever-increasing costs of redevelopment including construction labor and materials and the brownfield conditions on this site, the Telgards are requesting grant funding assistance for the preparation of a Brownfield Plan to reimburse certain eligible brownfield costs. The anticipated investment on this phase of the development is approximately \$2-3 million. Depending on timing of additional phases of redevelopment, it may be possible to complete an Act 381 Work Plan for approval of school tax capture. If an Act 381 Work Plan is relevant to the project an amended work order will be presented to the LCBRA.

Fishbeck will work with the Telgards to identify eligible activities and costs, work with local officials to ascertain reasonable estimates of future taxable value, work with local officials regarding Township and County support for the project. Fishbeck will develop the Plan, required notices, draft resolutions, and as necessary attend meetings of the Township and County to guide the Plan through the adoption process. Fishbeck will also make an eligibility demonstration to EPA for this site.

Schedule

Work on the river improvements will begin shortly and demolition is scheduled for June of 2023 with the completion of the new restaurant in the spring of 2024. Fishbeck anticipates completing the Brownfield Plan within four weeks of authorization to proceed. Once completed it will be presented to the LCBRA and ultimately to the Township and the County.

Compensation

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

Brownfield Plan..... \$ 5,000

TOTAL ESTIMATED PROJECT COSTS \$ 5,000

REVENUE & EXPENSE REPORT - CURRENT

Fund 101 General Fund

Leelanau County Brownfield Authority

Department

Period Ending Date: December 31, 2023

Account Number	Month-to-date Actual	Current Year-to-date Actual	Current Year Total Amended Budget	Percentage Spent/Received
Account Name				
Fund 101 General Fund				
Fiscal Year 2023				
Revenues				
000000-402-001				
TIF - West Shore Crossings	0.00	0.00	14,103.28	0.00%
000000-402-002				
TIF - Leland Residential	0.00	5,381.56	30,000.00	17.94%
000000-402-003				
TIF - GTRAC	0.00	1,053.44	8,200.00	12.85%
000000-402-006				
TIF - Two Peas	0.00	0.00	800.00	0.00%
000000-501-001				
EPA - Assessment Grant Haz Mat	0.00	0.00	75,000.00	0.00%
000000-501-002				
EPA - Assessment Grant Petroleum	0.00	0.00	60,000.00	0.00%
000000-607-000				
Application Fees	0.00	0.00	1,000.00	0.00%
000000-664-000				
Interest	0.00	24.31	20.00	121.55%
000000-664-001				
Interest - Savings	0.00	30.96	50.00	61.92%
Revenues Total	0.00	6,490.27	189,173.28	3.43%
Expenses				
000000-727-000				
Office Supplies/Operating	0.00	0.00	150.00	0.00%
000000-728-000				
Postage	0.00	0.00	50.00	0.00%
000000-801-200				
Contractual - Assessment Petroleum	0.00	0.00	60,000.00	0.00%
000000-801-201				
Contractual - Assessment Haz Mat	0.00	0.00	75,000.00	0.00%
000000-801-300				
General Services Contractual	0.00	2,284.75	12,000.00	19.04%
000000-860-000				
Travel	0.00	0.00	3,823.80	0.00%
000000-900-000				
Printing & Publishing	0.00	0.00	1,839.48	0.00%
000000-901-000				
Legal Notice	0.00	0.00	200.00	0.00%
000000-960-000				
Education	0.00	0.00	1,000.00	0.00%

REVENUE & EXPENSE REPORT - CURRENT

Fund 101 General Fund

Leelanau County Brownfield Authority

Department

Period Ending Date: December 31, 2023

Account Number	Month-to-date Actual	Current Year-to-date Actual	Current Year Total Amended Budget	Percentage Spent/Received
Account Name				
000000-965-006 TIF 3 mils to SOM	0.00	0.00	110.00	0.00%
000000-990-000 Debt Payment	0.00	0.00	25,000.00	0.00%
000000-995-000 County Payment	0.00	0.00	10,000.00	0.00%
Expenses Total	0.00	2,284.75	189,173.28	0.00%
	0.00	4,205.52	0.00	0.00%
Revenues Total		6,490.27	189,173.28	3.43%
Expenses Fund Total	0.00	2,284.75	189,173.28	0.00%
Net (Rev/Exp)	0.00	4,205.52	0.00	195.22%
Beginning/Adjusted Balance		YTD Revenues	YTD Expenses	Current Fund Balance
143,598.42	+	6,490.27	-	2,284.75
			=	147,803.94
Grand Total for Revenues				3.43%
Grand Total for Expenses		2,284.75	189,173.28	
Grand Total Net Rev/Exp		4,205.52		195.22