



# Washtenaw County Brownfield Redevelopment Authority

## **REGULAR MEETING AGENDA**

Thursday, February 7, 2019

**200 N. Main, Ann Arbor, MI**

**Lower Level Large Conference Room**

- 1. Call to Order**
- 2. Public Comment\***
- 3. Approval of Agenda**
- 4. Approval of Minutes**
  - a. January 10, 2019 Meeting
- 5. Board Member Conflict of Interest Disclosure**
- 6. Business**
  1. Annual Conflict of Interest Disclosure Form – Action
  2. 1514 White Street LBRF Grant Escrow Disbursement – Action
  3. Combined City/County Brownfield Application – Action
  4. January 2019 Financial Report – Action
- 7. Other Business**
- 8. Public Comment\***
- 9. Adjournment**

\*All public comment will be limited to three (3) minutes per person



# Washtenaw County Brownfield Redevelopment Authority

## Agenda Summary Memo Regular Board Meeting

9:00 a.m., Thursday, February 7, 2019

200 N. Main, Lower Level Conference Room

**TO: Washtenaw County Brownfield Authority**

**FROM: Nathan Voght, Washtenaw County Brownfield Coordinator**

**DATE: February 1, 2019**

### 1. Annual Conflict of Interest Disclosure Form – Action

In accordance with the Conflict of Interest provisions of the By-Laws, Board members need to annually sign a Conflict of Interest Acknowledgement form. Staff will provide hard copies of the form at the meeting. An example is in the packet, which reflects the new, amended By-Laws language around conflict of interest.

### 2. 1514 White Street LBRF Grant Escrow – Action

The Brownfield Authority awarded the Ann Arbor Housing Commission \$600,000 in grant funds in 2018, to support the redevelopment of 32 affordable housing units at the White/State/Henry public housing site in the City of Ann Arbor. The project will close in the next two weeks, and the Tax Credit Investor (the investor that will be purchasing the Low Income Housing Tax Credits) is requiring that all sources of construction funding be available. This will require the \$600,000 in LBRF funds to be transferred to an escrow account held by the title company. The LBRF funds would still be under the control of the Brownfield Authority, and not disbursed/reimbursed until the Authority has approved Eligible Activities incurred by the project.

The project is to close on February 13<sup>th</sup>, but the funds need to be transferred to an escrow account by February 6<sup>th</sup>. Due to County Electronic Funds Transfer timing, the funds must be moved on Tuesday, February 5<sup>th</sup>, which is prior to the Brownfield Authority meeting. The following conditions have been forwarded to the County's attorney, Jim Reach, for review and consideration. Mr. Reach is coordinating the closing matters on behalf of OCED, as our Department is the source of a substantial portion of the funding. Staff has forwarded the following suggested escrow account conditions, which would ensure the funds are still controlled by the BRA:

1. *\$600,000 in Local Brownfield Revolving Funds (LBRF) are only being transferred to an escrow account held by the title company to demonstrate availability of the funds, and for all intents and purposes remain under the control of the Washtenaw County Brownfield Redevelopment Authority.*
2. *The LBRF funds held in escrow shall not be disbursed without explicit approval of the Washtenaw County Brownfield Redevelopment Authority Board.*
3. *Pursuant to Act 381, the LBRF funds shall only be used to reimburse for Eligible Activities, as described and approved in the 1514 White Street Brownfield Plan.*
4. *The LBRF funds will be reimbursed in accordance with and as described in the grant contract dated January 11, 2018 and as amended on May 11, 2018.*

If the above conditions are acceptable, Mr. Reach will prepare an escrow agreement with those conditions for the title company. If there are any questions or concerns about the above, please contact me prior to Tuesday, Feb. 5<sup>th</sup>.

### **3. Combined City/County Brownfield Plan Application – Action**

Derek Delacourt, from the City of Ann Arbor, approved the combined application edited by the Board at the January 10<sup>th</sup> meeting. It's presented here for final approval.

### **4. January 2019 Financial Report – Action**

Note the financial report includes almost all of the 2018 tax year Admin transfers from brownfield projects. Included is also all the TIF deposits, and applicable LBRF transfers. Under Act 381, with 12 active projects, we can collect up to \$150,000 in admin, plus with a 2% bonus for each local unit agreement to provide brownfield authority services, that maximum is increased to \$165,000. Staff will provide a more detailed table of Admin calculations at the meeting.

#### **Other Business:**

**Grandview Commons, Dexter:** I talked to Steve Brouwer, the developer, and he stated there are four occupied units, and four duplex buildings built and being finished for occupancy soon. Private investment in the project last year was about \$5.5 million.

Here is a link to a drone video of the site:

<https://www.youtube.com/watch?v=vsBobNxqxLE&list=PLkdCmCmqhCn6dp4TYTULXSghqkDStB9Zt>

**Sign/Banner Design:** Staff will get quotes from Bidlack Design and Standard Printing for design services. Competitive quotes may be required.

**1140 Broadway CMI Grant Pilot Study Update:** The following update was just emailed out today from SME:

*On Monday this week (1/28/19) SME conducted the 45-days post injection groundwater sampling event, including collecting additional samples for microbial analyses. On Tuesday (1/29/19) we were joined by AST and Wood to conduct follow-up soil boring activities. We were able to advance four soil borings in the pilot study area and log, screen, and sample encountered soils. We also visually observed the soils in an attempt to identify distribution of the CAT 100.*

*Looking forward, we are proposing to conduct a 60-days post injection groundwater sampling event for all parameters excluding microbial analyses. We are in the process of preparing a Pilot Study Memorandum which will summarize the field work and analytical data associated with the Pilot Study and the final injection*

*design. The turnaround time on the microbial samples is not fast enough for us to be able to receive, interoperate, and include the data in the Pilot Study Memorandum. However, the RPI lab can turn around all other analyses so that they can be included in the memorandum and considered for the final design (cVOCs, dissolved gases, inorganic and organic anions, and ammonia). At this time we intend to conduct the 60-day post injection sampling event on February 12, 2019. The Pilot Study Memorandum will be sent your way shortly thereafter.*

**Washtenaw County**  
**Brownfield Redevelopment Authority (WCBRA)**  
200 N. Main, Lower Level Conference Room

**DRAFT MEETING MINUTES**  
**Thursday, January 10, 2019**

**Board Present:** James Harless-Chair, Jeremy McCallion-Vice Chair, Trevor Woollatt-Secretary/Treasurer, Matt Naud, Todd Campbell, Joe Meyers, Allison Krueger

**Board Absent:** Jason Morgan (New BOC Representative to the WCBRA)

**Staff:** Nathan Voght

**In Attendance:** Jennifer Van Volkinburg – McKinley

**Handouts:** Lien Waivers and other proof of payment information for Packard Square, provided by McKinley. Current WCBRA By-Laws.

**1. Call to Order**

Chair Harless called the meeting to order at 9:00 a.m.

**2. Public Comment**

J. Harless asked if there was any public comment, and there was none.

J. Harless requested to add an agenda item between #4 and #5 to discuss LBRF language within Brownfield Plans, which would allow the WCBRA more flexibility to utilize LBRF funding on a brownfield property after a Brownfield Plan was adopted. He also requested to add to future agendas an "Approval of Agenda" business item at the beginning of the meeting.

Edwin Peart, Washtenaw County Deputy Clerk, joined the meeting and took the Oath of Office from the one new WCBRA board member, Sybil Kolon, and the two re-appointed Board members, J. Meyers and J. Harless.

**3. Approval of December 6, 2018 Meeting Minutes**

Staff will add that control of the meeting was handed over to the Secretary, T. Woolatt, in Business item #1, and that control was handed back to the Chair, J. Harless at the beginning of Business Item #4. T. Woollatt moved to approve the minutes as amended (2<sup>nd</sup> M. Naud), and the motion passed unanimously.

**4. Board Member Conflict of Interest Disclosure**

J. McCallion stated he has a conflict on business item #2 on today's agenda.

**5. Business**

1. Election of Officers - Action

N. Voght explained the process of electing Board officers, pursuant to the By-Laws. The current officers were elected in January 2018, so new elections are necessary. There was discussion on limitations to the number of years someone can hold a position, and the terms.

T. Woollatt nominated J. McCallion as the new Board Chair. No other nominations for Chair were made.

M. Naud nominated T. Woollatt as Vice-Chair. No other nominations for Vice-Chair were made.

J. McCallion nominated M. Naud for the Secretary/Treasurer officer position. No other nominations for Secretary/Treasurer were made.

The new Officers are elected by acclamation.

## 2. Packard Square Eligible Activity Approval – Action

J. McCallion took over control of the meeting as new Chairman of the WCBRA, and then handed control over to the Vice-Chair, T. Woollatt.

N. Voght described the \$1,281,912.95 in brownfield non-environmental eligible activities submitted for approval by McKinley, and pointed out that their representative, Jennifer Van Volkinburg, is in attendance to answer any questions. N. Voght described this submittal includes excavation, grading, fill, water, sewer, and stormwater management costs from D & V Excavating only. The County was able to fund a small portion of the Site Demolition through the MDEQ grant for approximately \$47,000, and used D & V to conduct the work. The reason the County used D & V, is that this contractor had already been hired by the developer to do the remaining Site Demolition activities, and was already on site. These costs do not include the work and payment done funded by the grant.

The Board discussed whether the actual cost of the underground detention system of \$381,528 could be fully reimbursed, or if the MEDC cost limitation on the Urban Stormwater Management System of \$325,000 was the maximum.

At the time this Brownfield Plan Amendment was passed, in 2013, only the cost difference between a traditional detention system and an “Urban” stormwater management system (underground detention) could be reimbursed, under MEDC’s policy at the time. Under current MEDC policy and Act 381, the full cost is reimbursable.

Some board members argued the full cost could be supported today, even though it exceeded the \$325,000 cost cap approved in the 2013 Act 381 Work Plan. Staff has interpreted that we need to enforce and administer the approvals in effect of the Work Plan(s) at the time of adoption of the Brownfield Plan and Work Plan(s). Staff is open to other interpretations of how these costs could be approved, but is concerned about taking action that might be perceived as not properly administering state approvals. Our program has a very good reputation among state brownfield staff, and we would not want to do anything to change that.

It was suggested that this issue can be revisited once all brownfield costs for Packard Square have been submitted. Potentially, approved Contingency eligible costs (\$362,751) can be used to make up the difference between the \$325,000 MEDC-approved cost, and the \$381,458 actual cost. Consistent with previous applications of Contingency, it would only be used if all actual Non-Environmental costs exceed the maximum in the approved Work Plan, and then Contingency could be applied for overages. The Board will reconsider this issue once all costs have been submitted for review.

J. Meyers moved to approve the requested \$1,281,912.95 in Eligible Brownfield Activities for the Packard Square brownfield redevelopment project, (2<sup>nd</sup> J. Harless), and the motion passed unanimously, with J. McCallion abstaining as the company he works for previously worked for the developer on this project.

### 3. Downriver Community Conference Dues – Action

Washtenaw County has been a member of the DCC for about 10 years. N. Voght referred to his staff report, where the DCC has created a new “associate membership” level for those communities that are only Brownfield Consortium members. This is to close a funding gap that the DCC Board can no longer fill. The Board discussed the proposed membership level for 2018-2019 of \$3,000, which is what the Board previously communicated to the DCC as a level that is fundable. However, the DCC has adopted a membership fee structure for 2019-2020 that would cost the BRA \$31,000, which is more than the Board is willing to pay. J. Harless indicated he attended the DCC meeting yesterday and informed that Chair the County would likely have to leave the DCC at a \$31,000 dues level. He was encouraged to propose other fee structure options that are more workable. J. Harless indicated perhaps there could be a small fee we pay for each approved application.

Staff will continue to talk to the DCC, and bring options back to the WCBRA for further discussion.

J. Harless moved to approve the \$3,000 invoice for DCC Associate Membership Dues for the 2018-2019 year (2<sup>nd</sup> T. Woollatt), and the motion passed unanimously.

### 4. Review of By-Laws – Information

N. Voght passed out a hard copy of the By-Laws, which were approved by the BOC in November, which included revisions to the Conflict of Interest and Attendance sections.

T. Woollatt indicated he had talked to Derek Delacourt in the City about the question of whether municipal representatives serving on the WCBRA have a conflict in voting for business in their jurisdiction. He indicated that Mr. Delacourt believes that there is no inherent conflict, since Cities are established as a public purpose. However, a decision to recuse oneself is ultimately up to each member.

The Board asked staff for an update on the issue of board members needing to become temporary employees to serve. Staff did not have any more information. There are on-going discussions about the issue. Staff indicated that a By-Law amendment to more narrowly define board positions may be a way to exempt Board members from the issue, and County Corporation Counsel is reviewing this question.

### 4.5. LBRF Brownfield Plan Language – Discussion

J. Harless requested this item be added to the agenda. He stated that he proposes some language in a couple of Brownfield Plans now being developed to be submitted soon, which would allow the WCBRA to expend LBRF funds on a site after Brownfield Plan approval. It would give the WCBRA flexibility in case of a site that would need LBRF funding, to allow the WCBRA to administratively amend the Plan, or simply utilize funds at their discretion. He believes Act 381 provides this authorization, and it would not be prohibited.

Staff pulled up on the computer the sample language that J. Harless had proposed:

*The Authority has established a Local Site Remediation Revolving Fund (LBRF) in accordance with Act.381. Funds from the LBRF may be used, at the sole discretion of the Authority, to finance or reimburse eligible activities described in this Brownfield Plan or eligible activities subsequently approved, solely for LBRF funding, by administrative action of the Authority to be conducted on the eligible property described in this Brownfield Plan.*

Staff would like to research this question further, whether eligible activities can be added administratively to a Brownfield Plan, provided the overall TIF reimbursement is not changed, and the additional activity would be fully funded with LBRF.

J. Meyers left the meeting at 10:05 a.m.

5. Review Combined BF Application for City/County – Discussion

Staff explained that the County has had two Brownfield Plan applications – one for projects in the City of Ann Arbor, and another for projects outside the City. The reason has been that the City has its own separate application fee, and requirement for proforma financial review. However, the majority of both applications are identical. Staff presented proposed edits to create one application. The Board added additional edits. Staff stated he would get the proposed application to the City staff for review, and then bring a final draft back next month for final approval.

6. December 2018 Financial Report – Information

N. Voght referred to the report, and that with next month's report, all the data will be updated for 2019. No action is required, although the approved agenda indicates there is.

**6. Other Business**

The Board asked about the status of the banner design. Staff indicated he has not engaged a graphic designer yet. A Board member suggested Bidlack Design in Ann Arbor.

**7. Public Comment:** There was no public comment.

**8. Adjournment:**

M. Naud moved to adjourn the meeting at 10:43 a.m. (2<sup>nd</sup> T. Woollatt), and the motion passed unanimously.

These minutes were approved by the Washtenaw County Brownfield Redevelopment Authority at the \_\_\_\_\_, 2019 Meeting.





## Washtenaw County Brownfield Redevelopment Authority Project Application Form

This application form must be completed by the applicant to initiate the brownfield process by the Washtenaw County Brownfield Redevelopment Authority (WCBRA). The completed application will then be submitted to the appropriate representative of the local municipality within which the proposed project is located. There are no deadlines for the submittal of applications -- applications will be accepted on an ongoing basis.

NOTE: The Project Concept Application (Application) is the first step for all brownfield redevelopment projects coming through the WCBRA. The Project Application is part of our commitment to partner with each Municipal Member throughout the brownfield redevelopment process.

Approval of the Application by the local municipality is **NOT approval of the brownfield project/plan** and the requested Tax Increment Financing (TIF). Approval gives Staff permission to assist the developer in creating a Brownfield Plan.

If a local municipality initially approves a project application, it is not obligated to approve the brownfield plan.

The following separate application fees are due upon processing and acceptance of the brownfield application.

County Brownfield Authority Fee, based on total project investment:

**\$0- \$5Million = \$3,000;**  
**\$5M - \$10M = \$4,000; and**  
**\$10 M and over = \$5,000**

Additional Application Fee for Projects within the City of Ann Arbor, due to administrative review costs associated with the Financial Proforma Return on Investment Analysis and review of environmental criteria above the County process:

**\$3,915**

**Submit a PDF** of the completed application form and any supplemental materials must be submitted to the Washtenaw County Office of Community and Economic Development, Brownfield Program, 415 W. Michigan Ave., 2<sup>nd</sup> Floor, Ypsilanti, MI 48197.

For assistance in completing this application form, please contact the Washtenaw County Office of Community and Economic Development:

Nathan Voght, Brownfield Redevelopment Coordinator  
[voghtn@washtenaw.org](mailto:voghtn@washtenaw.org)

(734) 544-3055 phone  
(734) 544-6749 fax

Additional information regarding Brownfield Applications and the Washtenaw County Brownfield Authority process is available online at <http://www.washtenaw.org/brownfields> .

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



**PROJECT APPLICANT INFORMATION**

**Date:**

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**Project Applicant  
Name:**

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**Mailing Address:**

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**Contact Person for  
Applicant:**

---

**Telephone/Fax  
Numbers:**

---

**E-mail Address:**

---

**Property Owner Name:**

---

**Mailing Address:**

---

**Contact Person for  
Property Owner:**

---

**Telephone/Fax  
Numbers:**

---

**E-mail Address:**

---

**PROJECT INFORMATION**

**Project Address:**

---

**Parcel ID Number(s):**

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**Legal Description:**

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**Located within WCBRA Member Municipality:**     **YES**             **NO**



**Is the project located within a Downtown Development Authority (DDA)?**

**If yes, has the DDA been contacted? Do they support the project? If so, what level of support has been identified?**

--

**Proposed Project Description:**


- 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.*

**Proposed Redevelopment Use(s):**


**Anticipated Project Schedule/Critical Dates:**


**Status of Development Permits and Applications:**





**Description of Known or Suspected Environmental Contamination Concerns**


- Attach environmental reports sufficient to document brownfield eligibility, such as Facility status, site history, and current site conditions. (i.e. Phase I, Phase II, BEA, etc)

**Needed Eligible Activities and Projected Costs (if known):**

- Attach a copy of Eligible Activity Table.*
  
- Attach additional pages if needed and supporting documentation or reports if available.*

**Projected Private Investment in Redevelopment:**


**For City of Ann Arbor Projects:**

- Prepare to provide, upon request, under separate cover, detailed proforma and project budget illustrating all related project expenses, sources of financing, and project financing gap.*

**Anticipated Job Creation or Retention Impacts:**




**Other Significant Project Information:**


**PROJECT APPLICATION CHECKLIST**

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

**Ownership Documentation**

- If the project applicant does not own the property,, please attach documentation to adequately demonstrate authorization to proceed with development planning, such as a purchase or development agreement or notarized letter, to submit this application form for consideration by the WCBRA.  
or;
- Attach copy of current title commitment and proof of ownership.

**Site Plan**

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

**Financial Information and Eligible Activities**

- Attach a copy of Eligible Activity Table and TIF Table broken down by taxing jurisdiction.

**For City of Ann Arbor Projects:**



- *Prepare to provide, upon request, under separate cover, detailed proforma and project budget illustrating all related project expenses, sources of financing, and project financing gap.*

**Environmental Work Completed**

- Attach or otherwise provide access to environmental reports sufficient to document brownfield eligibility, such as Facility Status, site history, and current site conditions. (i.e. Phase I, Phase II, BEA, , etc)



# OFFICE OF COMMUNITY & ECONOMIC DEVELOPMENT

May 11, 2018

CR #50471 1

**Jennifer Hall**  
**Executive Director**  
**Ann Arbor Housing Commission**  
**2000 S Industrial Street**  
**Ann Arbor, MI 48104**

Dear Ms Hall,

The Washtenaw County Brownfield Redevelopment Authority herewith consents to increase the LBRF grant award for the White Street and Henry Apartments, 1514 White Street, from \$200,000 to a total of \$600,000. The increased LBRF grant award was approved at the May 3, 2018 meeting of the Brownfield Authority.

The Grant Agreement will be revised as set forth below to increase the grant award to \$600,000. The grant will fund eligible brownfield activities, as provided for in the 1514 White Street Brownfield Plan, adopted by the Washtenaw County Board of Commissioners on March 7, 2018. Washtenaw County's Corporation Counsel has indicated that this amendment can be accomplished by a letter signed by both parties. If this amendment is agreeable to you, please sign and return all copies of this letter. You will receive an executed copy of this letter upon completion.

The LBRF Grant Agreement between the Washtenaw County Brownfield Redevelopment Authority and the Ann Arbor Housing Commission, CR # 50471, is hereby amended as follows:

RECITALS, C, shall now read as follows:

The Authority awarded the Grantee a \$200,000 grant of LBRF funds at the July 13, 2017 meeting, and an additional award of \$400,000 at the May 3, 2018 meeting, for a grand award total of \$600,000 in grant funds.

TERMS AND CONDITIONS 1, Grant, shall now read as follows:

The Authority hereby agrees to grant to the Ann Arbor Housing Commission \$600,000 to conduct eligible brownfield activities, as described in the 1514 White Street Brownfield Plan, adopted by the Washtenaw County Board of Commissioners on March 7, 2018.

TERMS AND CONDITIONS 2, Grant Budget, shall now read as follows:

The Grant Budget shall not exceed \$600,000, and only those eligible activities identified in Appendix A, Summary of Eligible Activities and Costs, from the 1514 White Street Brownfield Plan, adopted on March 7, 2018 by the Washtenaw County Board of Commissioners.

TERMS AND CONDITIONS 5, Disbursement, shall now read as follows:

The Grant funds will be disbursed to the Grantee as Eligible Activities are or have been completed, upon submittal by Grantee of a statement of costs of such activities paid or incurred from time to time, but not more frequently than monthly. Such a statement shall include a description of Eligible Activities performed, and a copy of invoices for the work described in such statement. Within forty (40) days of a receipt of a complete statement and supporting invoices, the Authority shall review the statement, confirm

that the Eligible Activities are consistent with the approved 1514 White Street Brownfield Plan, and disburse to Grantee the amount set forth in the statement, up to a cumulative disbursement not to exceed \$600,000

TERMS AND CONDITIONS 6, Surplus Grant Funds, shall now read as follows

Should any grant funds remain after all Eligible Activities are completed, the Authority shall not reimburse any further funds to the Grantee, unless, by Amendment to the approved Brownfield Plan, if necessary, additional eligible activities are included

TERMS AND CONDITIONS 8, Grant Expiration, shall now read as follows

All Eligible Activities shall be completed within twenty-four (24) months of this Agreement, unless the Authority grants an extension

All other terms and conditions remain the same as in the original Grant Agreement

ATTEST

*Lawrence Kestenbaum*

WASHTENAW COUNTY

*James Harless*

05/25/2018

5/11/2018

Lawrence Kestenbaum  
County Clerk/Register

James Harless, WCBRA Chair

cosign

APPROVED AS TO FORM

ANN ARBOR HOUSING COMMISSION -

Curtis Hedger, Corporation Counsel

Accepted by *Jennifer Hall* 5/11/2018  
Jennifer Hall, Executive Director (DATE)

Original Clerk  
Vendor  
cc Department  
Purchasing

## **Nathan Voght**

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**From:** Curtis Hedger  
**Sent:** Thursday, May 03, 2018 3:47 PM  
**To:** Nathan Voght  
**Subject:** RE: Ltr Amendment to A2HC LBRF Grant Agreement

Hi Nathan I'm fine with this amendment Curt

**From:** Nathan Voght  
**Sent:** Thursday, May 03, 2018 3:14 PM  
**To:** Curtis Hedger <hedgerc@washtenaw.org>, James Harless <James.Harless@sme-usa.com>  
**Cc:** JHall@a2gov.org  
**Subject:** Ltr Amendment to A2HC LBRF Grant Agreement

Curt and Jennifer,

Attached is a draft letter of amendment to the LBRF grant agreement between the Ann Arbor Housing Commission and BRA. The BRA awarded an additional \$400,000 in grant funding to support the affordable housing redevelopment of White/State/Henry.

I'd like to get this on the special BRA meeting agenda for next Friday, May 11<sup>th</sup>, if possible. Can you both please review and advise by COB tomorrow? I've included the original, executed contract for the original \$200,000 awarded last summer to the project, for your reference for the sections I'm proposing to amend.

THANKS

### **Nathan Voght, AICP**

**Washtenaw County Brownfield Redevelopment Coordinator**  
**ReImagine Washtenaw Project Manager**  
Washtenaw County Office of Community & Economic Development (OCED)  
415 West Michigan Avenue  
Ypsilanti, MI 48197  
P 734-544-3055  
F 734-544-6749  
C 734-660-1061  
[voghtn@washtenaw.org](mailto:voghtn@washtenaw.org)  
[www.washtenaw.org/oced](http://www.washtenaw.org/oced)

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**\*\*\* We have a new website – please update your bookmark. Visit us at [www.washtenaw.org/oced](http://www.washtenaw.org/oced) \*\*\***

WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY  
LOCAL BROWNFIELD REVOLVING FUND GRANT AGREEMENT

This Local Brownfield Revolving Fund Grant Agreement (the "Agreement") dated January 11, 2018 is entered between the WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (the "Authority"), an authority established pursuant to Act 381 of 1996, as amended ("Act 381"), whose address is 220 N Main Street, P O Box 8645, Ann Arbor, Michigan 48107-8645 and the Ann Arbor Housing Commission (the "Grantee"), a municipal corporation, whose address is 2000 S Industrial Street, Ann Arbor, MI, 48104

RECITALS

- A Pursuant to Act 381, as amended, the Authority has established a Local Brownfield Revolving Fund (the "Fund") for the purpose of facilitating brownfield redevelopment in the region
- B The Authority adopted a policy for awarding loans and grants from the Fund to support eligible activities on eligible brownfield properties
- C The Authority awarded the Grantee a \$200,000 grant of LBRF funds at the July 13, 2017 meeting
- D The Eligible Property is known as the White Street and Henry Apartments, 1514 White Street, Ann Arbor, MI 48104, Parcel ID 09-09-33-318-001 Prior to expenditure of LBRF funds on the eligible property, the Authority and Grantee will develop, and seek the required approvals for, a Brownfield Plan, which will establish the property as Eligible The Plan will include all Eligible Activities that will be undertaken on the property, including the building demolition activities to be funded partially or wholly with the LBRF grant
- E The Grantee wishes to utilize LBRF grant funds to conduct eligible demolition activities within the eligible property, and the Authority is willing to grant said funds on the Terms and Conditions herein contained

TERMS AND CONDITIONS

Pursuant to the Recitals of this Agreement, the parties agree with each other as follows

- 1 Grant – The Authority hereby agrees to grant to the Ann Arbor Housing Commission up to \$200,000 to conduct eligible brownfield activities including building demolition activities The existing buildings to be demolished using grant funds are generally shown in Exhibit A to this Agreement, entitled "Topographic and Boundary Survey White State Henry Apartments" dated 5/11/2015

- 2 Grant Budget – The Grantee submitted a Grant Budget with the application, indicating \$200,000 in estimated building demolition costs
- 3 Repayment – The funds granted shall not be required to be repaid to the Authority, provided the Grantee complies with all applicable Terms and Conditions
- 4 Procurement of Eligible Activities – The Authority is bound to be good stewards of the public funds within the LBRF Fund. Therefore, the Authority will ensure the grant funds are utilized in the most efficient and effective manner. Grantee shall ensure the work to be funded with LBRF funds are procured in a manner that is competitive, and ensures the most qualified contractor with the lowest price is selected to complete the demolition activities. In addition, the Grantee shall provide to the Authority, through its designated staff, for review and approval 1) any bid specifications prepared to be included in any Request for Proposals in seeking competitive bids from qualified contractors to perform any of the Eligible Activities to be covered by this Grant, and 2) all bids received from applicable contractors. The Authority, through its designated staff, after full review of all bids in collaboration with the Grantee, shall be consulted on the decision to award of the Grant-funded work to the preferred contractor
- 5 Disbursement – The Grant funds will be disbursed to the Grantee as Eligible Activities are or have been completed, upon submittal by Grantee of a statement of costs of such activities paid or incurred from time to time, but not more frequently than monthly. Such a statement shall include a description of Eligible Activities performed, and a copy of invoices for the work described in such statement. Within forty (40) days of a receipt of a complete statement and supporting invoices, the Authority shall review the statement, confirm that the Eligible Activities are consistent with the Grant Budget, and disburse to Grantee the amount set forth in the statement, up to a cumulative disbursement not to exceed \$200,000
- 6 Surplus Grant Funds – Should any grant funds remain after all Eligible Activities are completed, the Grantee may request use of the remaining funds for additional Eligible Activities, up to \$200,000 total, with prior approval by the Authority
- 7 Compliance with Applicable Environmental Regulations – It shall be the responsibility of the Grantee to comply with all applicable local, state and federal environmental regulations, as it applies to any and all Eligible Activities funded by the LBRF Grant
- 8 Grant Expiration – All Eligible Activities shall be completed within eighteen (18) months of this Agreement, unless the Authority grants an extension
- 9 Insurance – The Grantee shall purchase and maintain insurance coverages as indicated, at limits not less than those set forth below. The Grantee shall also require each and every contractor(s) and/or subcontractor(s) engaged by the Grantee to perform services pursuant to this Agreement to purchase and maintain insurance coverages at the limits set forth below. Grantee and its contractor(s) and/or subcontractor(s) shall name Washtenaw County and Washtenaw County

Brownfield Redevelopment Authority as an additional insureds under all coverages listed below except Worker's Compensation. The Grantee shall maintain other insurance as it deems appropriate for its own protection.

- a. Worker's Disability Compensation and Occupational Disease Insurance including Employers Liability Coverage in accordance with all applicable statutes of the State of Michigan.
  - b. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and \$2,000,000 aggregate combined single limit. Coverage shall include the following:
    - i. Contractual Liability
    - ii. Products and Completed Operations
    - iii. Independent Contractors Coverage
    - iv. Broad Form General Liability Endorsement or Equivalent
  - c. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
  - d. Grantee shall ensure that Environmental Impairment Liability Insurance is provided by Contractors, sub-contractors and site work contractors engaging in environmental and/or demolition activities, covering any sudden and non-sudden pollution or environmental impairment, including clean up costs and defense, with limits of liability of not less than \$1,000,000 per occurrence.
  - e. All insurance coverages described above shall remain in effect at all times until completion of all Eligible Activities. The Grantee shall deliver copies of certificates of insurance for each of the policies mentioned above to the Authority. If so requested, certified copies of all policies will be provided. It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change in any coverage shall be sent to the Authority.
10. Indemnification – The Grantee shall indemnify, defend, and hold harmless, the Authority, Washtenaw County, and their officers, board members, commissioners, employees and agents from all claims, damages, lawsuits, costs and expenses, including reasonable attorney fees, incurred as a result of any acts, omissions, negligence, or gross negligence of the Grantee or its employees, agents, consultants, contractors or subcontractors related to the grant-funded activities or its performance under this Agreement. This indemnification includes any damages, costs, and expenses in excess of those covered by any insurance of the Grantee. The Grantee shall indemnify the Authority, Washtenaw County, and any of the listed entities officers, board members,

commissioners, employees and agents from all reasonable costs and expenses, including reasonable attorney fees, incurred in the enforcement of any obligation or claim against the Grantee under this Agreement. These indemnification provisions will survive the termination of this Agreement. By entering this Agreement, neither party waives any immunities provided under state or federal law.

11. Freedom of Information Act – Grantee understands that all communications, information, and/or documentation submitted by Grantee may be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being Sections 15.23 to 15.24 of the Michigan Compiled Laws and no claim of trade secrets or any other privilege or exception to the Freedom of Information Act will be claimed by Petitioners as it relates to this Agreement.
12. Notices – All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Either party may change the address by written notice sent by registered or certified mail to the other party.
13. Assignment – The interest of any party under this Agreement shall not be assignable without the other parties' written consent.
14. Entire Agreement – This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them.
15. Non-Waiver – No delay or failure by either party to exercise any right under this Agreement, and no partial or single exercise of that right, shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.
16. Headings – Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.
17. Governing Law – This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.
18. Compliance with Applicable Law – Grantee agrees to comply with all applicable federal, state, and local laws, statutes, rules, regulations, ordinances, and other legal obligations of a similar effect.
19. Counterparts – This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.
20. No Third Party Beneficiaries – This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in the Consultant, Contractors, Subcontractors, or any third parties. This Agreement shall not be construed to create any third party beneficiary contract or claim, and the parties intend there to be no third party beneficiaries.
21. Binding Effect – The provisions of this Agreement shall be binding upon and inure to the benefit of each of the parties and their respective heirs, legal representatives, successors, and assigns.

The parties have executed this Agreement on the dates set forth below

**WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**

BY: see other sig pg.  
James Harless, Chairman

Date: \_\_\_\_\_

Attested to



By: \_\_\_\_\_ COUNTY CLERK 02/07/2018  
Lawrence Kestenbaum, County Clerk/Register

Date: \_\_\_\_\_

Approved As to Form

By: \_\_\_\_\_  
Curtis Hedger, Corporation Counsel

**Ann Arbor Housing Commission, Grantee**

BY: J. J. Hall

PRINT NAME: Jennifer Hall

ITS: Executive Director

Date: 1/12/18

**Exhibits**

Exhibit A – Topographic and Boundary Survey, White State Henry Apartments

Exhibit B – Demolition Plan, White State Henry Apartments

The parties have executed this Agreement on the dates set forth below

**WASHTENAW COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**

BY:   
James Harless, Chairman

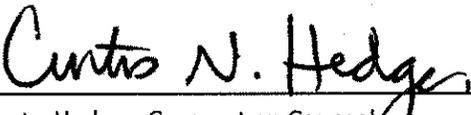
Date: January 30, 2018      cosign

Attested to:

By: \_\_\_\_\_  
Lawrence Kestenbaum, County Clerk/Register

Date: \_\_\_\_\_

Approved As to Form

By:   
Curtis Hedger, Corporation Counsel

\_\_\_\_\_ 02/07/2018  
CURTIS N. HEDGER  
CORPORATION COUNSEL

Ann Arbor Housing Commission, Grantee

BY: See other Sig page

PRINT NAME: \_\_\_\_\_

ITS: \_\_\_\_\_

Date: \_\_\_\_\_

**Exhibits**

Exhibit A – Topographic and Boundary Survey, White State Henry Apartments

Exhibit B – Demolition Plan, White State Henry Apartments

## APPENDIX A

### SUMMARY OF ELIGIBLE ACTIVITIES AND COSTS

#### TABLE 1A. DEPARTMENT SPECIFIC ACTIVITIES

ENVIRONMENTAL INVESTIGATION      \$50,000

#### TABLE 1B. NON ENVIRONMENTAL ELIGIBLE ACTIVITIES

##### LBRF ELIGIBLE COSTS DETAIL AT WHITE STATE HENRY SITE OF SWIFT LANE PROJECT \*

7.5.17

\* Estimated Eligible Costs - Actual Costs to be provided following construction to confirm eligible costs

	LBRF Eligible at WSH	Detail
Miscellaneous	\$ 8,000	Barricades, pumping, mobilization
Existing Site Utility Demolition	\$ 57,300	Water, Sewer and Stormwater
Sanitary Sewer	\$ 91,395	Lines and leads into buildings public
Storm Sewer	\$ 498,679	See Detail in Civil plans
Water Main & removal & replace	\$ 114,273	See Detail in Civil plans
Fire Suppression	\$ 14,080	Phase II for WSH
ROW Infrastructure	\$ 74,930	Open Cut White and State Streets, paving
Sidewalks	\$ 9,319	See Detail in Civil plans
Dumpster	\$ 12,255	
Paving System for Underground Storage	\$ 191,156	See Detail in Civil plans
Demolition - Existing Building	\$ 200,000	
<b>Total LBRF Eligible Costs at White State Henry Site</b>	<b>\$ 1,271,387</b>	

