



LEELANAU COUNTY

BROWNFIELD REDEVELOPMENT AUTHORITY

REVOLVING LOAN FUND PROGRAM

AND

LAND BANK FAST TRACK AUTHORITY

POLICIES AND PROCEDURES

JANUARY 17, 2012

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INTRODUCTION

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) and the Leelanau County Land Bank Fast Track Authority (LCLBA), and staff.

Policies and procedures in this manual will be reviewed and adopted by the Leelanau County Brownfield Redevelopment Authority and the Leelanau County Land Bank Fast Track Authority.

POLICY MANUAL – CHANGES/ADDITIONS

Future changes or revisions to these policies may be needed to ensure success. The LCBRA and the LCLBA will review this manual periodically. Experience in the program may yield changes to make it better, thus requiring revisions. The manual may be changed or updated by both authorities at any meeting when a quorum is present.

Prior to final approval, proposed changes made to the policies or procedures of one authority or program shall be reviewed by the other authority. Should an apparent conflict between policies or procedures arise, written comments shall be provided to the proposing authority within 10 business days after review. Proposed changes to any policies or procedures shall become final only upon vote of both authorities.

The Leelanau County Board of Commissioners has adopted a “Policy Manual – Policy Changes/Additions” that specifies the process by which county policies can be altered or new policies approved. This policy also governs the actions of the LCBRA, LCLBA and the Leelanau County Revolving Loan Fund (LCRLF) Program. (See Appendix A)

FORMAT

This document is designed to present the policies and procedures of the LCBRA, the LCLBA and the LCRLF Program. While the intent is for this to be a single comprehensive document, each programmatic section has been designed to stand alone; therefore, repetition in text or other elements of the document are intentional and are included for the purpose of clarity and continuity.

PROGRAMMATIC RELATIONSHIPS

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 By-Laws. The LCBRA is also responsible for the management of brownfield grants and loans, including implementation of the Leelanau County Brownfield Revolving Loan Fund Program.

The Leelanau County Board of Commissioners also approved the creation of the Leelanau County Land Bank Fast Track Authority, also managed by a Board of Directors including the Leelanau County Treasurer as required by Michigan Statute.

The organizational chart below illustrates the relationship of these authorities and programs.

Organizational Chart¹



¹ Satisfies a requirement of an EPA Desk Audit

I. LEELANAU COUNTY BROWNFIELD REDEVELOPMENT PROGRAM (LCBRA)

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. Industries have never been centralized in one corridor/area; thus, industrial properties - and subsequently, potentially contaminated properties - are scattered throughout the county. This has created a need for incentives to promote assessment, cleanup and redevelopment efforts to improve the economy and enhance communities.

A. MISSION STATEMENT

The Leelanau County Brownfield Redevelopment Authority will provide resources and expertise to help investigate, clean up, and return properties to productive use for the benefit of the county its communities, and its citizens.

B. 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 Leelanau County Brownfield Redevelopment Authority will work closely with local governments to identify viable community supported and driven redevelopment projects that will result from the transformation of impacted petroleum and hazardous substances sites.

II. LEELANAU COUNTY REVOLVING LOAN FUND PROGRAM (LCRLF)

The LCRLF provides brownfield cleanup financing for eligible projects throughout Leelanau County. A premise of LCRLF lending program is that “gaps” exist in traditional lending markets for funding for brownfields cleanup activities. This program provides assistance to those property owners that need that assistance. The LCBRA plans to utilize the LCRLF to make loans on qualified, suitable market-ready sites to appropriate developers and buyers.

The loans offered under the Leelanau County Revolving Loan Fund Program will help to fund the remediation required for site cleanup, which will then allow redevelopment projects to go

forward. The initial source of financing is the U.S. Environmental Protection Agency. The impact of the Leelanau County Revolving Loan Fund (LCRLF) will be based on demand and performance. A successful program will rely on a balance of several factors: 1) developers requesting funding for projects that have an adequate probability of success, 2) ensuring that the loan application process does not become a barrier for any potential applicants, and 3) managing the program in a manner that will ensure sustainability.

The guidelines outlined herein are intended to provide a foundation upon which sound loan decisions can be made. The procedures are designed to provide flexibility to best serve individual applicants. The basis of loan decisions will be similar to that of traditional lenders: character, capacity, capital, condition, and collateral. For example, character assessments and management capacity will be important in some cases; many small business owners will be inseparable and indistinguishable from their business. Each loan will be considered individually and allowances may be made based on circumstances and security conditions.

A. MISSION STATEMENT

The LCRLF Program will provide loans to eligible entities to help sustain, clean up and restore properties and, when possible, the complete restoration of ecological systems that support them.

B. GOALS

The LCRLF program will engage stakeholders in the cleanup and revitalization of contaminated lands by developing and providing educational opportunities, publications and public forums. The policies governing the program should permit the program to operate efficiently so that income generated by repaid interest and fees will cover cost of operation. The LCRLF program strives for simple, yet prudent application, approval, closing and servicing processes. The program will:

- a) provide funding to clean up contaminated sites.
- b) enhance the economic and environmental health of our communities,
- c) provide model approaches to promote sustainability through green planning, design and construction, reuse and recycling of construction and demolition materials, stormwater management and renewable energy development.

III. LEELANAU COUNTY LAND BANK FAST TRACK AUTHORITY (LCLBA)

A. MISSION STATEMENT

Mission Statement- The mission of the Leelanau County Land Bank Authority is to enhance tax base by returning tax reverted properties to the tax rolls and to partner with community stakeholders to acquire and redevelop undervalued properties to support workforce housing and economic development. (*Adopted 3-15-2011*)

B. GOALS

1. Programmatic

- a) Use the Land Bank disposition program to promote the economic development and/or redevelopment in the creation of jobs that will promote the year-round economy of the County.
- b) Collaborate with other agencies to develop a comprehensive approach and a “one-stop-shop” for developers to access the Land Bank, Brownfield and the Economic Development Corporation development tools, including but not limited to access to grant funds, low interest loans and tax credits.
- c) Complete an inventory of properties for potential development projects that will achieve the priority land uses established in the Land Bank Fast Track Authority’s policies.
- d) Establish a side lot program and convey all non-developable properties as they become tax foreclosed, to facilitate the elimination of abandoned property that is not on the tax rolls.
- e) Create an evaluation system to effectively analyze all property transfer requests.

2. Organization

- a) Create policies and procedures that will govern the decision making of the Land Bank Fast Track Authority consistent with the organization’s programmatic goals.
- b) Operate the Land Bank under a budget neutral scenario, ensuring that it not have a negative effect on the County’s budget, but will operate financially independent of the County.
- c) Keep the Land Bank Fast Track Authority operating as efficiently as possible by collaborating with existing programmatic capacity at the County and other nonprofit and governmental agencies. This would include incorporating the County’s housing programs into the Land Bank Fast Track Authority.

- d) Create a communication plan to ensure public awareness of the Land Bank programs and how they can be accessed. In addition, the plan should cultivate dialogue and education on an ongoing basis.
- e) Establish a board and staff development training program which is dedicated to comprehensive and ongoing member education.. This can be accomplished in several ways including mini-trainings at board meetings, literature reviews, conference attendance, and consultant visits. (*Approved January 18, 2011*)

IV. GENERAL PROVISIONS

The following sections apply to the activities and responsibilities of the LCBRA, the LCLBA as well as to the implementation of the LCRLF program.

A. ACCOUNTABILITY/RESPONSIBILITY

The Leelanau County Brownfield Redevelopment Authority (LCBRA) and the Leelanau County Land Bank Fast Track Authority (LCLBA) are established under the Michigan Brownfield Redevelopment Financing Act (Public Act 381 of 1996, as amended) and the Michigan Land Bank Fast Track Act (Public Act 258 of 2003, as amended), respectively. These Authorities are created by the County Board of Commissioners and are comprised of appointed individuals with the interest and knowledge needed to further the goals and objectives of each authority. Furthermore, these individuals are appointed in accordance with the requirements stated in the applicable legislation.

1. Brownfield Redevelopment Authority

The Brownfield Redevelopment Financing Act provides for the creation of brownfield redevelopment authorities under Michigan law to:

- a) facilitate the implementation of brownfield plans;
- b) promote the revitalization, redevelopment, and reuse of certain property, including, but not limited to, tax reverted, blighted, or functionally obsolete property;
- c) prescribe the powers and duties of brownfield redevelopment authorities;
- d) permit the issuance of bonds and other evidences of indebtedness by an authority;
- e) authorize the acquisition and disposal of certain property;
- f) authorize certain funds; and
- g) authorize and permit the use of certain tax increment financing.

A county brownfield authority is appointed by the county board of commissioners and is governed by its own board of directors. The Leelanau County Brownfield Redevelopment Authority Board of Directors (hereinafter referred to as the “LCBRA Board”) shall consist of not less than five (5) persons and not more than nine (9) persons. While the ultimate authority rests with the Leelanau County Board of Commissioners, the LCBRA Board is responsible for monitoring and overseeing brownfield related grants, loans and assistance agreements awarded to the County.² They are also responsible for overseeing grants and loans awarded to applicants under the Brownfield Revolving Loan Fund Program.

² Satisfies a requirement of an EPA Desk Audit

2. Land Bank Fast Track Authority

The Michigan Land Bank Fast Track Act (Public Act 258 of 2003) provides for the creation of land bank fast track authorities to:

- a) assist governmental entities in the assembly and clearance of title to property in a coordinated manner;
- b) facilitate the use and development of certain property;
- c) promote economic growth;
- d) prescribe the powers and duties of certain authorities;
- e) provide for the creation and appointment of boards to govern land bank fast track authorities and to prescribe their powers and duties;
- f) authorize the acquisition, maintenance, and disposal of interests in real and personal property;
- g) authorize the conveyance of certain properties to a land bank fast track authority;
- h) authorize the enforcement of tax liens and the clearing or quieting of title by a land bank fast track authority;
- i) provide for the distribution and use of revenues collected or received by a land bank fast track authority;
- j) authorize the transfer and acceptance of property in lieu of taxes and the release of tax liens;
- k) exempt property, income, and operations of a land bank fast track authority from tax; and
- l) extend protections against certain liabilities to a land bank fast track authority

The Leelanau County Land Bank Fast Track Authority is created by the County Board of Commissioners in concert with the Leelanau County Treasurer who is responsible for negotiating a cooperative agreement with the State of Michigan Land Bank Fast Track Authority. In addition to the county treasurer who, by law, must be a member of the authority, the other members are appointed by the Leelanau County Board of Commissioners. The entire board consists of seven (7) members. The LCLBA is responsible for acquisition, use, and disposition of the properties owned by the LCLBA. The ultimate decision rests with the LCLBA board, even when it delegates authority to staff. A LCLBA member may be removed for misfeasance, malfeasance, or nonfeasance. After a public hearing and removal by the County Board, staff will then submit a request to the County Board of Commissioners to appoint a new member.

3. Brownfield Revolving Loan Fund Program

The LCBRA is responsible for the implementation of the Revolving Loan Fund Grant awarded to Leelanau County by the U. S. Environmental Protection Agency during the five-year term of the grant and subsequent to the fulfillment of the terms of the grant. The Comprehensive

environmental Response, Compensation and Liability Act (CERCLA or the Superfund Law) was amended by the Small Business Liability Relief and Brownfields Revitalization Act to include section 104(k) which provides federal financial assistance for brownfields revitalization, including providing grants for the purpose of establishing a loan fund for cleanup of contaminated sites. Loans executed under this grant will be in compliance with the applicable federal statutes.

B. CONFLICT OF INTEREST³

Leelanau County has adopted a Conflict of Interest Policy that applies to the Leelanau County Board of Commissioners and members of County Committees, Commissions and Boards appointed by the Leelanau County Board of Commissioners. The members of the LCBRA and the LCLBA are appointed by the Leelanau County Board of Commissioners and are, thereby, subject to the provisions of the County's Conflict of Interest Policy. Each individual subject to this policy shall receive a copy of the policy and acknowledge in writing that he/she understands and agrees to the provision therein. In addition, the members of the LCBRA and the LCLBA are subject to the following conflict of interest policies. (A copy of the Leelanau County Conflict of Interest Policy is included in Appendix B.)

1. LCBRA

The LCBRA shall not make revolving loan funds available to a business entity if the owner of such entity, or any owner of an interest in such entity, is related by blood, marriage, law or business arrangement to a member of the LCBRA board, any employee of the LCBRA or Leelanau County, or a member of the LCLBA which advises, approves, recommends or otherwise participates in decisions concerning grants, loans or the use of loan funds unless they declare a potential conflict of interest. The member disclosing a potential conflict shall refrain from voting on the matter. The LCBRA retains the right to determine if a conflict of interest exists and may reject the application brought before it. An officer, employee of the Board of Commission, or member of LCBRA shall not solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment or any other thing of monetary value, for himself or for another person, from any person or organization seeking to obtain assistance through either the Leelanau County Brownfield Program or the Leelanau County Land Bank Program.

2. LCLBA

No officer, employee, Board of Commission member, or member of the Land Bank Fast Track

³ According to EPA guidelines, the standard should also include disciplinary actions that will be applied if an employee violates these written standards.

Authority, or person related to the officer, employee, Board of Commission member, or Land Bank Fast Track Authority member by blood, marriage, law, or business arrangement which advises, approves, recommends or otherwise participates in decisions concerning grants, loans, or the use of loan funds, unless they declare a potential conflict of interest. The member disclosing a potential conflict shall refrain from voting on the matter. The LCLBA retains the right to determine if a conflict of interest exists and may reject the application brought before it.

An officer, employee of the Board of Commission, or member of LCLBA shall not solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment or any other thing of monetary value, for himself or for another person, from any person or organization seeking to obtain assistance through either the Leelanau County Brownfield Program or the Leelanau County Land Bank Program.

3. LCRLF

Former LCBRA, LCLBA members and/or officers and staff are ineligible to apply for or receive loan funds while serving on the LCBRA and/or LCLBA and for a period of one year from the date of termination of his/her services.

C. EX PARTE COMMUNICATIONS

An *ex parte* communication is a discussion or other form of communication without the involvement of all parties to the decision. It is a communication by a person or persons in the absence of and without representation or notification of other parties.

An *ex parte* discussion specific to a matter before the LCBRA or the LCLBA with any authority member or county board of commissioner is prohibited so long as the matter is pending before the LCBRA or the LCLBA. Violation of this policy may result in a negative finding from the appropriate authority board.

D. COMPLIANCE WITH FEDERAL AND CONSUMER PROTECTION REGULATIONS

The LCBRA shall institute appropriate procedures to comply with the applicable federal and consumer protection lending requirements. The LCBRA is an equal opportunity lender.

E. REIMBURSEMENT POLICY

It is the policy of the LCBRA and the LCLBA that vouchers for travel reimbursement be submitted monthly, but not less than quarterly, for reimbursement authorization and processing. Monthly reimbursement requests shall be paid no later than the next regularly scheduled meeting

of the Authority. Any quarterly reimbursement requests not submitted at the end of a quarterly period (i.e., March 31, June 30, September 30, or December 31) shall be rejected and not paid.

F. FIXED ASSET DISPOSAL POLICY

The LCBRA and the LCLBA shall be subject to the Leelanau County Fixed Asset Disposal Policy. (See Appendix C)

G. FREEDOM OF INFORMATION ACT

The actions of the LCBRA are subject to the Freedom of Information Act (FOIA). The policy governing FOIA requests can be found in Appendix D of this document. Appendix D also contains a copy of the Leelanau County Enhanced Access to Records Policy.

H. TRAVEL POLICY

The staff and members of the LCBRA are subject to the terms of the Leelanau County Travel Policy found in Appendix E.

I. RECORDS MANAGEMENT AND RETENTION

1. Leelanau County Records Management and Retention Policy

In addition to relevant statutory requirements, the LCBRA, LCRLF Program and the LCLBA are subject to the records management and retention policies of Leelanau County.

2. EPA Grants

Financial records, technical reports, grant work products, and all other supporting documents for grants must be kept for three years from the date the grant was closed by EPA.

Exceptions:

- a) If there is an audit, claim or litigation regarding the grant which began before the end of the three year period, the records must be kept until all matters are resolved.
- b) Real property (e.g., land, buildings) and equipment records must be kept for three years after the property/equipment is disposed.
- c) Some EPA programs have special record retention requirements (e.g., Superfund which has a 10-year retention requirement.) An EPA Project Officer will advise the Authority if additional requirements apply to the grant(s).

The Federal Government has the right to timely and unrestricted access to any and all records that pertain to the grant award.

J. EQUAL EMPLOYMENT OPPORTUNITY POLICY

It is the policy of the Leelanau County Board of Commissioners to provide equal employment opportunities to qualified persons without regard to race, creed, color, sex, age, religion, national origin, marital status, height, weight, or disability as required by law.

LEELANAU COUNTY
V. BROWNFIELD REDEVELOPMENT PROGRAM

DEFINITIONS

The following definitions are established under the Natural Resources and Environmental Protection Act, (Public Act 451 of 1994, as amended), Section 20101 unless otherwise noted.

“Blighted” Property means that it meets any of the following criteria:

- a) Has been declared a public nuisance in accordance with a local housing, building, plumbing, fire, or other related code or ordinance.
- b) Is an attractive nuisance to children because of physical condition, use, or occupancy.
- c) Is a fire hazard or is otherwise dangerous to the safety of persons or property.
- d) Has had the utilities, plumbing, heating, or sewerage permanently disconnected, destroyed, removed, or rendered ineffective so that the property is unfit for its intended use.
- e) Is tax reverted property owned by a “qualified local governmental unit,” by a county, or by this state. (See definition of a “qualified local governmental unit” below.)
- f) Is property owned or under the control of a land bank fast track authority under the Land Bank Fast Track Act, whether or not it is located within a qualified local governmental unit.

OR is ***not*** in a qualified local governmental unit and:

- a) is a facility, and
- b) includes parcels that are adjacent or contiguous to a blighted property, if the development of the adjacent and contiguous parcels is estimated to increase the captured taxable value of that property or tax reverted property owned or under the control of a land bank fast track authority.
- c) is an eligible property which includes, to the extent included in the brownfield plan, personal property located on the property.

“Borrower” means

- An individual, organization, partnership, institution, or company receiving funds in the form of a loan from the LCBRA or the county. The entity receiving funds is obligated to repay the loan, usually with interest.

“Environmental contamination” means

- the release of a hazardous substance, or the potential release of a discarded hazardous substance, in a quantity which is or may become injurious to the environment or to the public health, safety, or welfare.”

“Facility” means

- means any area, place, or property where a hazardous substance in excess of the concentrations which satisfy the requirements of Public Act 451, Section 20120a(1)(a) or (17) or the cleanup criteria for unrestricted residential use under part 213 has been released, deposited, disposed of, or otherwise comes to be located. Facility does not include any area, place, or property at which response activities have been completed which satisfy the cleanup criteria for the residential category provided for in section 20120a(1)(a) and (17) or at which corrective action has been completed under part 213 which satisfies the cleanup criteria for unrestricted residential use.

“Feasibility study” means

- a process for developing, evaluating, and selecting appropriate response activities.

“Functionally obsolete” means that the property is

- unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or super inadequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property.

“Land Bank” means

- The Leelanau County Land Bank: A non-profit entity that comprehensively addresses the acquisition and redevelopment of abandoned, tax delinquent and other properties.

“Prime Rate”

- The Prime rate is the interest rate that banks charge each other when they borrow money amongst themselves as well as the rate that they charge their most favored commercial Borrowers who are seeking prime rate loans. The prime rate is also one of the most frequently used index rates for determining the new base interest floor for loans. Normally the Prime Rate is set somewhere around 3 percentage points above the federal funds rate which is set by the Federal Open Market Committee (FOMC), a part of the U.S. Federal Reserve system. The Prime Rate that is published in the Wall Street Journal, called the WSJ Rate, is the one referred to when setting the interest rate on loans made by the LCBRA or the County.

"Qualified agricultural property" means

- unoccupied property and related buildings classified as agricultural, or other unoccupied property and related buildings located on that property devoted primarily to agricultural use as defined in section 36101 of The Natural Resources And Environmental Protection Act, 1994 PA 451, MCL 324.36101. Related buildings include a residence occupied by a person employed in or actively involved in the agricultural use and who has not claimed a principal residence exemption on other property. Property used for commercial storage,

commercial processing, commercial distribution, commercial marketing, or commercial shipping operations or other commercial or industrial purposes is not qualified agricultural property. A parcel of property is devoted primarily to agricultural use only if more than 50% of the parcel's acreage is devoted to agricultural use. An owner shall not receive an exemption for that portion of the total state equalized valuation of the property that is used for a commercial or industrial purpose or that is a residence that is not a related building. (The General Property Tax Act, Act 206 of 1893, as amended, Section 211.7dd [Definitions](d))

“Qualified local governmental unit” – none of the local governmental units in Leelanau County meet the statutory definition of a “qualified local governmental unit” as defined by Public Act 146 of 2000. For the purposes of clarity, excerpts from the definition of a qualified local governmental unit are included herein and mean, at a minimum, the following:

- a) A township with a median family income of 150% or less of the statewide median family income as reported in the 1990 federal decennial census that meets 1 or more of the following criteria:
 1. Is contiguous to a city with a population of 500,000 or more.
 2. All of the following:
 - i. Contains or has within its borders an eligible distressed area as that term is defined in the State Housing Development Authority Act of 1966.
 - ii. Has a population of 10,000 or more.
- b) A village with a population of 500 or more as reported in the 1990 federal decennial census located in an area designated as a rural enterprise community before 1998 under title XIII of the omnibus budget reconciliation act of 1993.

(Please refer to the Obsolete Property Rehabilitation Act, Public Act 146 of 2000 for the full definition of a “qualified local governmental unit.”)

BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)

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 LCBRA board must be made up of not less than 5 nor more than 9 persons appointed by the Leelanau County Board of Commissioners to serve 3-year terms. Members of the authority board serve without compensation, but can be reimbursed for reasonable and necessary expenses. An appointment to fill a vacancy is made for the unexpired term only.

A. ELIGIBLE ACTIVITIES

The LCBRA, through a variety of mechanisms and authorizations, can provide significant incentives to facilitate the redevelopment of brownfield sites throughout the county. For example, tax increment financing can be used for the following eligible activities on an eligible property that was used or is currently used for commercial, industrial, or residential purposes and is a facility, functionally obsolete, or blighted.

- 1) Response activities to complete a Baseline Environmental Assessment (BEA)
- 2) Response activities needed for an owner or operator to comply with the due care requirements of Part 201 of the NREPA
- 3) Additional response activities that go beyond BEA or due care activities for a facility
- 4) Demolition that is not a response activity
- 5) Lead or asbestos abatement
- 6) Reasonable costs of developing/preparing brownfield plans and work plans
- 7) Reasonable costs of environmental insurance

In addition to the activities listed above, costs related to the following are also eligible for properties that are owned or under the control of the LCLBA:

- 1) Sidewalks
- 2) Streets and roads
- 3) Parking facilities
- 4) Pedestrian malls
- 5) Alley
- 6) Bridge

- 7) Sewers and sewage treatment plant
- 8) Property designed to reduce, eliminate or prevent the spread of identified soil or groundwater contamination
- 9) Assistance to a land bank authority in clearing or quieting title to, or selling or otherwise conveying property owned or under the control of the land bank fast track authority
- 10) Drainage systems
- 11) Waterways
- 12) Water lines and water storage facilities
- 13) Rail lines, utility lines or pipelines
- 14) Or other similar or related structures or improvements
- 15) Site preparation that is not a response activity

B. EXECUTIVE COMMITTEE

The LCBRA has established an Executive Committee to act on behalf of the full board on those occasions when it is imperative that certain decisions must be made prior to the next scheduled board meeting or when it is not feasible to convene a quorum of the full board. The following items specify the circumstances under which the Executive Committee may act on behalf of the board.

EXECUTIVE COMMITTEE'S RESPONSIBILITIES:

- 1) The Chairperson, Vice Chairperson and Secretary/Treasurer shall comprise the Executive Committee.
- 2) The Executive Committee may convene to evaluate the merits of proposals that shall be brought before the LCBRA. The committee will report its findings and make appropriate recommendations to the LCBRA Board.
- 3) The Executive Committee may approve the selection of a project for assessment in an emergency. "Emergency" shall be limited to issues of liability and financing that cannot be addressed at the next regularly scheduled LCBRA meeting in a timely manner. The dollar limit of approval under these circumstances shall be \$10,000 (ten thousand dollars.) The Executive Committee shall report such emergency activities, including approved funding, at the next regularly scheduled LCBRA Board meeting.

C. BROWNFIELD AUTHORITY DIRECTOR

According to PA 381, the authority board may employ and fix the compensation of a director of the authority, subject to the approval of the governing body creating the authority. The director shall serve at the pleasure of the board. A member of the board is not eligible to hold the position of director. Before entering upon the duties of the office, the director shall take and subscribe to the oath of office provided in section 1 of article XI of the state constitution of 1963.

The director shall be the chief officer of the authority. Subject to the approval of the board, the director shall supervise and be responsible for the preparation of plans and the performance of the functions of the authority in the manner authorized by Act 381. The director shall attend the meetings of the board and shall render, to the board and to the governing body, a regular report covering the activities and financial condition of the authority. The director shall furnish the board with information or reports governing the operation of the authority, as the board requires.

If the director is absent or disabled, the board may designate a qualified person as acting director

to perform the duties of the office. Before entering upon the duties of the office, the acting director shall take and subscribe to the oath of office referenced above.

DIRECTOR’S RESPONSIBILITIES:

- 1) The LCBRA Director and LCBRA chairperson are responsible for assuring that expenditures do not exceed approved budget(s).
- 2) The LCBRA Director is authorized to approve and issue payment for expenditures not to exceed \$2,000.
- 3) The Director, on behalf of the LCBRA, is responsible for procuring bids for all approved capital items and/or service contracts in excess of \$5,000.00, subject to proper advertising with all bids to be awarded by the LCBRA at a regularly scheduled meeting.
- 4) All capital items and professional services over \$5,000.00 shall require the solicitation of competitive written bids. A minimum of three bids is encouraged. Capital purchases in excess of \$5,000.00 will be added to the fixed asset inventory.
- 5) The Director shall be responsible for preparation and submittal of a monthly Claims & Accounts Report to the LCBRA for the regular monthly board meeting, and a quarterly Revenue and expenditure Report. The reports shall be in a format as prescribed by the LCBRA.
- 6) All invoices, travel vouchers and payment requests must be submitted to the Director and listed under Claims and Accounts for consideration and approval, at the next regular meeting of the LCBRA.

D. BROWNFIELD REDEVELOPMENT AUTHORITY AD HOC MEMBER

A fundamental premise of the role of the LCBRA is to support the economic development goals of the local units of government throughout the county. Therefore, the LCBRA has deemed it prudent to invite a representative, chosen by the local unit of government, to sit on the LCBRA as an “ad hoc” member whenever a project from that local unit of government is before the LCBRA.

AD HOC MEMBER’S RESPONSIBILITY

The role of the ad hoc member is to advise the LCBRA as to the position of the local unit of government with respect to the proposed project and to act as a liaison between the local unit of government and the LCBRA.

E. REVOLVING LOAN FUND MANAGER

The LCBRA is authorized under PA 381 to establish a brownfield local site remediation revolving fund to capture additional tax increment revenues for up to 5 years from an eligible property in excess of the amount required to reimburse eligible expenses at a brownfield site. The revenues captured shall be deposited in the local site remediation revolving fund created by the LCBRA in accordance with the provisions of PA 381.

In 2010, Leelanau County was awarded a \$1 million revolving loan fund grant by the U. S. Environmental Protection Agency. This grant was used to establish an additional loan program for the purpose of financing cleanup on eligible sites throughout the county. Because of the demands of managing both of these programs, a Fund Manager will be appointed, or contracted with, by the Leelanau County Board of Commissioners. This Fund Manager shall be subject to the policies and procedures outlined herein.

REVOLVING LOAN FUND MANAGER'S RESPONSIBILITIES

It is the responsibility of the Loan Fund Manager to:

- 1) Receive all loan applications
- 2) Determine administrative completeness of applications submitted for consideration
- 3) Prepare information and loan packages for consideration by the LCBRA Board
- 4) Advise the LCBRA Board members on the credit worthiness of the loan applicant(s)
- 5) Administer the terms and conditions of brownfield redevelopment loans entered into by the county or the LCBRA
- 6) Advise the LCBRA or the county as to any irregularities that may occur during the term of the loan
- 7) Retain all necessary documentation and files related to individual loan activities
- 8) Ensure that requests for payment are for eligible activities as defined under the relevant state or federal regulations
- 9) Process requests for payment
- 10) Maintain accounts in accordance with acceptable accounting and county procedures
- 11) Ensure that all required reports are completed and submitted on time

F. LCBRA BY-LAWS

The By-laws governing the actions of the Leelanau County Brownfield Redevelopment Authority are included in Appendix G.

G. LCBRA ADMINISTRATIVE AND OPERATIONAL BUDGET RULES & POLICIES

- 1) The LCBRA Director and LCBRA chairperson are responsible for assuring that expenditures do not exceed approved budget(s).
- 2) The LCBRA shall approve and authorize payment for all expenditures *above \$2000* through the regular monthly claims payment process.
- 3) Any budget amendments shall only occur after being approved by the LCBRA by a motion or resolution.
- 4) Vendors who enter into a service contract with the LCBRA shall furnish a certificate of insurance(s), unless waived, in acceptable form as determined by the LCBRA, and file the certificate with the Director prior to the commencement of any work or delivery of service or product.
- 5) All cash donations received on behalf of the LCBRA shall be deposited into an approved account for the LCBRA.
- 6) The LCBRA shall pay claims after approval. Payments for post audit claims shall be authorized only under the following circumstances:
 - a.) any invoices providing for a discount if paid within a specified period,
 - b.) registration,
 - c.) lodging,
 - d.) postage.
- 7) All approved mileage will be reimbursed at the prevailing Federal Government rate. Mileage reimbursement for members will be provided so long as funds are available for such reimbursement.

H. LCBRA RULES OF ORDER AND PROCEDURE

Appendix F contains a copy of the comprehensive “Rules of Order and Procedure of the Leelanau County Brownfield Redevelopment Authority.”

I. PUBLIC HEARING PROCEDURES

Public bodies are sometimes required by state law to hold public hearings so it is important to know and follow proper hearing procedures. While following proper hearing procedures may not eliminate litigation over the issues addressed in hearings, it will help prevent having the decisions made overturned by the courts on procedural grounds. Following proper procedures also helps insure that public hearings are conducted fairly.

1. Public Hearing vs. Public Meeting

A public meeting generally occurs whenever a quorum of a public body, and sometimes less than a quorum, meets together and deals in any way with the business of that body. Public meetings, whether regular or special meetings, are governed by the procedures of the Open Public Meetings Act. Although the public often is allowed to participate in regular or special meetings, public participation is not required by state law. Two basic legal requirements of a public meeting are that the public be notified and be allowed to attend.

A public hearing is also a public meeting, but the main purpose of most public hearings is to obtain public testimony or comment. A public hearing may occur as part of a regular or special meeting, or it may be the sole purpose of a special meeting, with no other matters addressed.

A public hearing is required only when a specific statute requires one. Of course, a local government may hold a public hearing in other instances, such as when it desires public input on a sensitive or controversial policy issue.⁴

2. General Rules

- a) The Chair must recognize all speakers
- b) Speaker must give their name and address
- c) Speakers may be asked to observe a time limit
- d) The chair may interrupt the speaker at any time
- e) The Chair may interrupt comments, which are repetitive or irrelevant. Relevant comments are those which pertain to the criteria for decision making.

3. The Hearing Procedure

- a) Chair opens the public hearing and:
 - 1) Introduces the application and asks if the hearing has been properly noticed

⁴ “Public Hearings When and How to Hold Them, Bob Meinig, Municipal Research and Services Center of Washington. August, 1998, Reviewed November 2008.

- 2) Asks if any members have had an **ex-parte contact** or have a **conflict of interest**, or have **made a previous public statement**, which in fact or in appearance impacts their ability to render an impartial decision.
- b) Chair asks the applicant to explain the application and why it should be approved
- c) Chair asks for comments in support of the application
- d) Chair asks for comments in opposition of the application
- e) Chair asks if any written comments have been received concerning the application
- f) Chair asks the applicant for any rebuttal comments
- g) Chair closes the public hearing.

Authority Board deliberates: No additional public comments are permitted.

- a) The Chair asks if the board members have any questions.
- b) Board members may question anyone who has spoken or submitted information during the hearing.

Action: A majority roll call vote is required for a decision.

- a) A motion will be made to approve, approve with conditions, deny, or table the request.
- b) The recommendation is based upon the information presented at the public hearing, with the burden of proof on the applicant to show that the criteria for approval are met.

J. LOAN AMOUNTS, FEES AND STRUCTURE

All fees for review of loan applications shall be collected by the Fund Manager and deposited in the BRA account. A schedule of fees shall be established by resolution of the BRA, and shall be in an amount adequate to defray the cost of review of all documentation related to the loan application, loan processing, loan management including necessary paperwork, and the publication of notices, as necessary.

The appropriate fee shall be submitted, by cashier's check, to the Fund Manager, payable to the LCBRA, with the loan application or revision. Loan applications will not be accepted unless they are administratively complete, including submittal of the review fee. The current fee schedule can be found in Appendix H.

If the Fund Manager determines that necessary additional staff time exceeds the established fee structure, a cost estimate shall be prepared by the Fund Manager and provided to, and accepted by, the applicant prior to proceeding with application processing.

In cases where limited financing from a private/traditional source is available, loans can be used as supplemental or "second mortgage" funds. Second positions on collateral may be acceptable

so long as the first position lien holder is a lending institution.

K. POLICY ON TIF COLLECTION AND DISBURSAL

The Owner 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 prioritized as follows:

- 1) First, to be applied to any amounts loaned to Owner under a Brownfield Redevelopment Loan Agreement between the Owner and the LCBRA, and/or, to any loan received from the Michigan Department of Natural Resources and Environment (MDNRE), including a reasonable reserve for future payments to assure availability of funds.
- 2) Second, to be applied to any costs associated with review of plans, such as MDNRE review of plans.
- 3) Third, to LCBRA administrative and accounting Costs, as allowed by law;
- 4) Fourth, to be applied to any amounts properly submitted by the Owner for Eligible Activity expenses, provided that the Owner is in compliance with the applicable agreements and instruments relating to the project.

The Owner shall keep all taxes and other accounts current, in order to be eligible for TIF reimbursement. Owners of properties going through foreclosure proceedings are not eligible to receive TIF reimbursement.

The LCBRA review and approval process for TIF Disbursement will be as follows:

April of each year – Review of requests.

May of each year – Consider TIF Disbursal

October of each year – Review of requests.

November of each year – Consider TIF Disbursal

The above review and disbursal meetings will be held at a Regular scheduled LCBRA meeting. In the event a meeting is cancelled or all materials for the request are not available, they will be reviewed at the next Regular scheduled meeting. Requests will NOT be considered for projects that have unpaid taxes.

Under no circumstances will TIF reimbursement be made from the Delinquent Tax Fund.

L. 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 agreement between the LCBRA and the developer or reimbursed through Tax Increment Financing under an approved Brownfield Plan. 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 MDNRE/MEGA 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.

M. 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 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 MDNRE/MEGA 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 MDNRE/MEGA 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 MDNRE/MEGA Work Plan by the MEGA and MDNRE, as required by law.
- 6) Any party receiving assistance shall be at all times in compliance with all 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 MDNRE/MEGA Work Plan,.

- 8) 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.

N. REIMBURSEMENT CONDITIONS

The reimbursement (debt obligation) of LCBRA to a party in a redevelopment agreement is subject to the following conditions applicable to that party:

- 1) Approval by MDNRE, the MEGA and LCBRA of the Act 381 MDNRE/MEGA Work Plan, including any amendments or supplements.
- 2) The developer shall have performed all of the covenants, obligations, terms and conditions pursuant to the redevelopment agreement.
- 3) 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.
- 4) 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.
- 5) The developer shall provide the LCBRA with a list of any potentially responsible party (PRP) for the contamination on the property.
- 6) 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.
- 7) To the extent captured revenues are available, the LCBRA shall pay the owner and the developer annual simple interest on eligible activity expenses consistent with the project budget as follows:
 - a) Interest up to the maximum three (3) percent shall be paid for the developer's primary eligible activities expenses that have been incurred, invoiced, and approved by the LCBRA.

- b) Interest shall be paid at the lowest prevailing rate of bank financed loans or bonds to the owner for eligible activities, up to the maximum (2.5) percent interest, for demolition and non-environmental matters, except that interest shall be paid:
 - 1) at the lowest prevailing rate of bank financed loans not to exceed (5) percent interest for eligible activities covering environmental cleanup, such as remediation, due care, and abatement and/or removal of asbestos and lead;
 - 2) however, the owner may request, based on a showing of inability to obtain financing at a reasonably affordable rate, payment of interest above (2.5) percent up to:
 - i. the maximum percent allowed by MEGA, from state and/or local tax capture as allowed, and
 - ii. approved by LCBRA and MEGA and/or local tax capture, and
 - iii. up to the rate of interest actually incurred by the owner, provided that money is available from the capture of revenues allowed by the Brownfield Plan.
 - iv. Nothing in this section obligates the LCBRA to grant such requests.
- 8) Interest shall be paid on eligible expenses and begin accruing after all of the following:
 - 1) As invoices for eligible activities and expenses are approved by the LCBRA Board as provided herein; and
 - 2) Substantial completion of the eligible activity described in a budget approved by the LCBRA Board.

O. GRANTS AND LOANS

1. U.S. Environmental Protection Agency Grants

Leelanau County has received brownfield site assessment and revolving loan fund grants from the U. S. Environmental Protection Agency. The following sections provide information about those entities responsible for the various elements of these grants.

a. Grant Applications

The Leelanau County Board of Commissioners is the entity responsible for reviewing, approving and signing grant or loan applications on behalf of the County. They are also responsible for approving the acceptance of awards and for entering into agreements to amend the same.⁵

b. Utilization of Disadvantaged Business Enterprises⁶ (DBE)

EPA grant programs promote the utilization of small, small-rural, minority-owned, and women-owned business enterprises for all procurement actions (i.e., the purchase of supplies, equipment, or services.) Each EPA grant document lists the "fair share" objective that your organization should try to achieve. To ensure that opportunities are made available to DBE's, whenever possible, follow the 6 affirmative steps listed below:

1. Ensure that small, minority-owned, and women-owned business enterprises are used to the fullest extent practicable
2. Make information on forthcoming opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small, minority-owned, and women-owned business enterprises
3. Consider in the contract process whether firms competing for larger contracts intend to sub-contract with small, minority-owned, and women-owned business enterprises
4. Encourage contracting with consortiums of small, minority-owned and women-owned business enterprises when a contract is too large for one of these firms to handle individually
5. As appropriate, use the services and assistance of such organizations as the Small Business Administration and the Department of Commerce's Minority Business Development Agency to identify small, minority-owned, and women-owned business enterprises.
6. If the prime contractor awards sub-contracts, require that the prime contractor take the 5 affirmative action steps listed above.

The policy goal of the U.S. Environmental Protection Agency MBE/WBE Program is to assure that *minority business enterprises* (MBE) and *woman business enterprises* (WBE) are given the opportunity to participate in contract and procurement for supplies, construction, equipment and

⁵ Satisfies a requirement of an EPA Desk Audit

⁶ Satisfies a requirement of an EPA Desk Audit

services under any EPA grant or cooperative agreement. The LCBRA should maintain documentation of its efforts to comply with these requirements and must periodically report to EPA on the utilization of MBEs/WBEs for procurement of goods and services (using form SF 5700-52A). Additional information on Small and Disadvantaged Business Utilization can be found at: <http://www.epa.gov/osdbu>. See Appendix I for further information about the specific requirements.

c. Procurement of Goods and Services⁷

In accordance with EPA requirements, grantee organizations are required to have written procedures which cover all procurement actions and which comply with Federal requirements. The procurement regulations at 40 CFR 31.36 apply to state, local government and tribal recipients. These regulations contain standards which help ensure that materials and services are obtained in compliance with applicable Federal statutes and Executive Orders. In addition to Leelanau County procurement policies, the LCBRA establishes the following Procurement Policies consistent with the requirements attached to their EPA grants. (A copy of the Procurement Policy can be found in Appendix J.)

d. Procedures for Drawing Down Grant Funds⁸

The Leelanau County Treasurer is responsible for making the actual electronic fund transfer requests from the federal system for reimbursement of eligible expenses under the EPA grants. Prior to the request, the LCBRA Director reviews invoices that form the basis of the request to ensure that activities and associated costs are reasonable and eligible for reimbursement. Costs are checked against receipts, work orders and budgets. Disbursement of funds is usually accomplished within 60 days of receiving an invoice and verifying costs.

e. Procedures to Ensure Costs are Reasonable, Allocable and Allowable⁹

Consulting services are procured through an open bid process using a request for proposals that clearly outline the tasks that are to be completed under a contract awarded to the successful bidder. While low bid is not necessarily the standard for selection, a balance between costs and expertise is used to select the consultant(s) best qualified to meet the needs of the county.

Once bids are received, a matrix is developed to facilitate comparisons between the various bids. Every effort is made to ensure that the information presented in the matrix allows for

⁷ Satisfies a requirement of an EPA Desk Audit

⁸ Satisfies a requirement of an EPA Desk Audit

⁹ Satisfies a requirement of an EPA Desk Audit

consideration of costs using the lowest common denominator as well as information about the quality of deliverables proposed.

The work plan approved by EPA under the grant(s) includes a description of tasks to be performed, tasks budgets as well as the overall budget for the grant and a timeline estimating when the tasks identified under the grant will be accomplished. This document forms the basis for the activities of the consultant(s). Consultants utilized for the implementation of the grant(s) must submit work orders to the LCBRA Director for review and inclusion in the agenda for the next LCBRA meeting.

f. Procedures for Timekeeping and Payroll¹⁰

Leelanau County staff assigned to work on implementation of grants is subject to the county policies governing employment with the county. Leelanau County personnel working on implementation of the grant(s) maintain separate records for the hours eligible under each of the grant(s), as applicable.

g. Records Retention and File Management

The Director of the LCBRA maintains all files related to brownfield grants and loans in the office of the Leelanau County Planning Department. The files for each of the grants include, but are not limited to:

- 1) The original application and certifications (SF 424, 424A, et.al.)
- 2) Work plans
- 3) Initial awards and all amendment documents
- 4) Requests for and approvals of scope and/or budget changes
- 5) Financial status reports and reimbursement requests
- 6) Payment requests backed up by financial records to support the request
- 7) Progress reports
- 8) Contracts/subgrants
- 9) Purchases
- 10) Consultant agreements
- 11) Correspondence and approvals, including emails to and from EPA officials.

¹⁰ Satisfies a requirement of an EPA Desk Audit

h. Matching, Cost Sharing, In-Kind Contributions and Program Income¹¹

The LCBRA will utilize a variety of non-federal funding mechanisms to come up with the required match on any grants it receives. These funding sources include, but are not limited to, cash match provided from an eligible public or private source, use of brownfield tax increment capture, and non-federal grants or loans.

All in-kind contributions pledged to a project, or leveraged as a result of a project, are verified, tracked and reported as required. Applicable federal Office of Management and Budget (OMB) Circular cost principles will be used to determine the appropriate value of these contributions.

All program income will be placed in a dedicated account and managed in accordance with the requirements of the original grant program or legislation.

i. Debarred, Suspended or Excluded from Federal Assistance¹²

It is the policy of the county and the LCBRA to ensure that no contract or sub award will be entered into with parties that are debarred, suspended or excluded from Federal assistance. The following paragraphs provide additional information about each of these exclusions as described on EPA's website at: <http://www.epa.gov/ogd/sdd/debarment.htm>

SUSPENSION

- May be based on indictments, information or adequate evidence involving environmental crimes, contract fraud, embezzlement, theft, forgery, bribery, poor performance, non-performance, or false statements.
- Are temporary actions which may last up to one year and are effective immediately.

DEBARMENT

- May be based on convictions, civil judgments or fact based cases involving environmental crimes, contract fraud, embezzlement, theft, forgery, bribery, poor performance, non-performance or false statements as well as other causes.
- Results in the imposition of a set period of time decided on a case by case basis.

STATUTORY DEBARMENT

- Occurs by operation of law following criminal conviction under Clean Water Act (Section 508) and Clean Air Act (Section 306).

¹¹ Satisfies a requirement of an EPA Desk Audit

¹² Satisfies a requirement of an EPA Desk Audit

- Lasts until the Debarring Official certifies that "condition giving rise to conviction has been corrected."

A list of violating facilities incorporated into the U.S. General Services Administration (GSA) can be found on the "Excluded Parties List System" at <https://www.epls.gov/>

SUSPENSIONS & DEBARMENTS can be extended to include subsidiaries, parent companies & other individuals. All individuals and entities excluded from receiving government grants and contracts are listed on the GSA "Excluded Parties List System."

2. Michigan Brownfield Grants and Loans

a. Clean Michigan Initiative (CMI) Brownfield Redevelopment Grants (BRG)

Limited Funding Available

Purpose: Brownfield redevelopment grants provide funding to local units of government and other public bodies to investigate and remediate known sites of environmental contamination, which will be used for identified economic redevelopment projects.

Goals of the Program: To ensure safe reuse of abandoned, vacant, or underutilized properties that are known to be contaminated, and to promote redevelopment of brownfields.

Criteria: A proposed project must result in economic benefit for the community greater than the amount of the grant through job creation, private investment, and/or property tax increase. The property must meet the definition of a facility under Part 201 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Grant recipients are required to sign a grant agreement prior to commencement of grant eligible work.

Dollar Amount Available: Maximum grant award is \$1 million dollars per project.

Eligibility: Any county, city, village, township, Brownfield Redevelopment Authority, or other authority or other public body created pursuant to state law may apply for a grant. Eligible activities include environmental investigations and assessments, interim response, and due care response activities necessary for the proposed development. Only one project may be awarded to an applicant during any state fiscal year, but an applicant can receive both a Brownfield Redevelopment Grant and a Brownfield Redevelopment Loan in the same year. A liable party may not profit from the expenditure of state funds nor be relieved of responsibility for environmental response activities.

Application Process: Applications are accepted on a continuing basis. Evaluation criteria include level of economic development, applicant and owner liability, environmental benefit, and other factors.

Source(s) of Funds: Clean Michigan Initiative Bond Fund.

b. CMI Brownfield Redevelopment Loans (BRL)

Limited Funding Available

Purpose: Brownfield redevelopment loans provide funding to local units of government and other public bodies to investigate and remediate known sites of environmental contamination, which will be used for identified economic redevelopment projects.

Goals of the Program: To ensure safe reuse of abandoned, vacant, or underutilized properties that are known to be contaminated, and to promote redevelopment of brownfields.

Criteria: A proposed project must have economic development potential. A municipality must pledge its full faith and credit to secure the loan. When the Brownfield Redevelopment Authority (BRA) is the applicant, the municipality under which the BRA was formed, must make this pledge. The Michigan Department of Treasury will approve the applicant's ability to incur the debt. Loans are offered at an interest rate of 1.5 percent, simple interest. There are no payments or interest due for the first five years after a loan is awarded. Annual payments begin in the fifth year of the loan. The full amount must be repaid within 15 years of the loan award. This arrangement provides an excellent opportunity for a community, or the BRA, to use tax incremental financing under the provisions of the Brownfield Redevelopment Financing Act, 1996 PA 381, as amended, to capture future taxes generated from the redevelopment of the property, to repay the loan. PA 381 also provides the authority for the community to capture an additional amount of the incremental tax increase, after having repaid the loan, to use of future Brownfield redevelopment activities in their communities, essentially creating a local revolving fund. Brownfield Redevelopment Loans can be used for environmental site investigations, site clean-ups, and demolition in limited situations where environmental remediation is being conducted .

Dollar Amount Available: Maximum award is \$1,000,000 per project.

Eligibility: Any county, city, village, township, Brownfield Redevelopment Authority, or other authority or other public body created pursuant to state law may apply for a loan. Eligible

activities include environmental investigations, interim response, and due care response activities necessary for the proposed development. Only one loan may be awarded to an applicant during any state fiscal year, but an applicant can receive both a Brownfield Redevelopment Grant and a Brownfield Redevelopment Loan in the same year. A liable party may not profit from the expenditure of state funds nor be relieved of responsibility for environmental response activities.

Application Process: Applications are accepted on a continuing basis. Evaluation criteria include level of economic development, applicant and owner liability, environmental benefit, and other factors.

c. Site Assessment Fund (SAF) Grants

Limited Funding Available

Purpose: The Site Assessment Fund provides grants up to \$1 million to eligible local units of government to assess the nature and extent of contamination at properties with economic development potential.

Goals of the Program: To ensure safe reuse of abandoned, vacant, or underutilized properties that are known to be contaminated, and to promote redevelopment of brownfields.

Criteria: The property must have economic development potential and result in both environmental and economic benefit. The funding request must be to conduct a Baseline Environmental Assessment, evaluate due care requirements, or remedial investigation, in compliance with Part 201 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, and proposed response activities will allow the applicant to market the property for sale to a new user. Funding will not be used to relieve a potentially responsible party of his/her obligation to remediate a site, nor will a potentially responsible party benefit from the expenditure of state funds.

Dollar Amount Available: Maximum grant award is \$1 million dollars per community.

Eligibility: A list of eligible communities has been developed by the Department of Natural Resources and Environment. Eligibility is based on population, population density, average age of existing housing within the community, unemployment rate, and other factors. The list includes all communities on the Core Community List plus the cities of Baldwin, Hancock, Houghton, Kingsford, Munising, Negaunee, Port Huron, Rogers City and St. Ignace.

Application Process: Applications were accepted on a continuing basis.

d. Site Reclamation Grants (SRG)

No Funding Currently Available

Purpose: Site Reclamation Program grants provide funding to local units of government to investigate and remediate known sites of environmental contamination, which will be used for identified economic redevelopment projects.

Goals of the Program: To reuse abandoned, vacant, or underutilized properties that are known to be contaminated, and to promote environmental cleanups.

Criteria: A proposed project must have an identified economic development project that will commence upon completion of response activities. The development must show economic benefit for the community greater than the amount of the grant through job creation, private investment, or property tax increase. The property must meet the definition of a facility per Part 201 of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Grant recipients are required to sign a grant agreement prior to commencement of grant eligible work.

Dollar Amount Available: Maximum grant awards are \$2,000,000 per project.

Eligibility: Any city, village, township, or county may apply for a grant. Eligible activities include limited environmental investigations and assessments, interim response, and remediation necessary for the proposed development. Only one project may be awarded to an applicant during any fiscal year. Any property which is receiving other state cleanup funds is not eligible. The grant may not benefit a liable party or relieve a liable party of responsibility for environmental response activities.

Application Process: Eligible applicants are encouraged to send a project summary for review; project summary guidelines are available upon request. The Department of Natural Resources and Environment reviews the summary for feasibility and advises the local unit regarding the submittal of a formal application. Applications are accepted throughout the year.

e. Revitalizing Revolving Loan (RRL)

Limited Funding Available

Purpose: The Revitalization Revolving Loan (RRL) Program is designed to support local community efforts to redevelop brownfield properties by providing eligible entities with low-interest loans which may be used to evaluate contaminated or potentially contaminated

properties, demolish dangerous or hazardous buildings that obstruct redevelopment, and to conduct interim response actions necessary to investigate a property or demolish a building.

Goals of the Program: To promote the economic redevelopment and safe reuse of abandoned, vacant, or underutilized brownfield properties where contamination is known or believed to have occurred.

Criteria: A proposed project must have economic development potential. A municipality must pledge its full faith and credit to secure the loan. When the Brownfield Redevelopment Authority (BRA) is the applicant, the municipality under which the BRA was formed, must make this pledge. The Michigan Department of Treasury will approve the applicant's ability to incur the debt. Loans are offered at an interest rate of 2.0 percent, simple interest. There are no payments or interest due for the first five years after a loan is awarded. Annual payments begin in the fifth year of the loan. The full amount must be repaid within 15 years of the loan award. This arrangement provides an excellent opportunity for a community, or the BRA, to use tax incremental financing under the provisions of the Brownfield Redevelopment Financing Act, 1996 PA 381, as amended, to capture future taxes generated from the redevelopment of the property, to repay the loan. The PA381 also provides the authority for the community to capture an additional amount of the incremental tax increase, after having repaid the loan, to use of future Brownfield redevelopment activities in their communities, essentially creating a local revolving fund . The Revitalization Revolving Loan program is limited to funding site assessments and demolition. Loan funds can not be used for site clean-up activities.

Dollar Amount Available: There is no minimum or maximum loan amount.

Eligibility: Any county, city, township, village, or BRA may apply for a loan. Eligible activities include environmental evaluations, demolition of hazardous or dangerous buildings, and interim response activities required to facilitate evaluation and demolition. The property at which a loan is used must be either a known site of environmental contamination, or believed to be contaminated, based on current or historic use. In other words, the property is a "facility" as defined in Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended.

Application Process: Applications are accepted on a continuing basis.

P. SITE ASSESSMENT FLOW CHARTS

The following pages contain general flow charts to highlight the decision making process.

CHART 1: APPLICATION INTAKE AND ELIGIBILITY DETERMINATION

CHART 2: GRANT FUNDED ASSESSMENT ELIGIBILITY

CHART 3: LOAN FUNDED ASSESSMENTS OR CLEANUP APPLICATIONS

CHART 4: RLF CLEANUP FUNDING

CHART 5: LOCAL SITE REVOLVING FUND

CHART 6: HOW TO ADOPT A BROWNFIELD PLAN

CHART 7: BROWNFIELD PLAN CONSIDERATION

Appendix K contains the LCBRA Environmental Site Assessment Application forms.

CHART 1: APPLICATION INTAKE AND ELIGIBILITY DETERMINATION

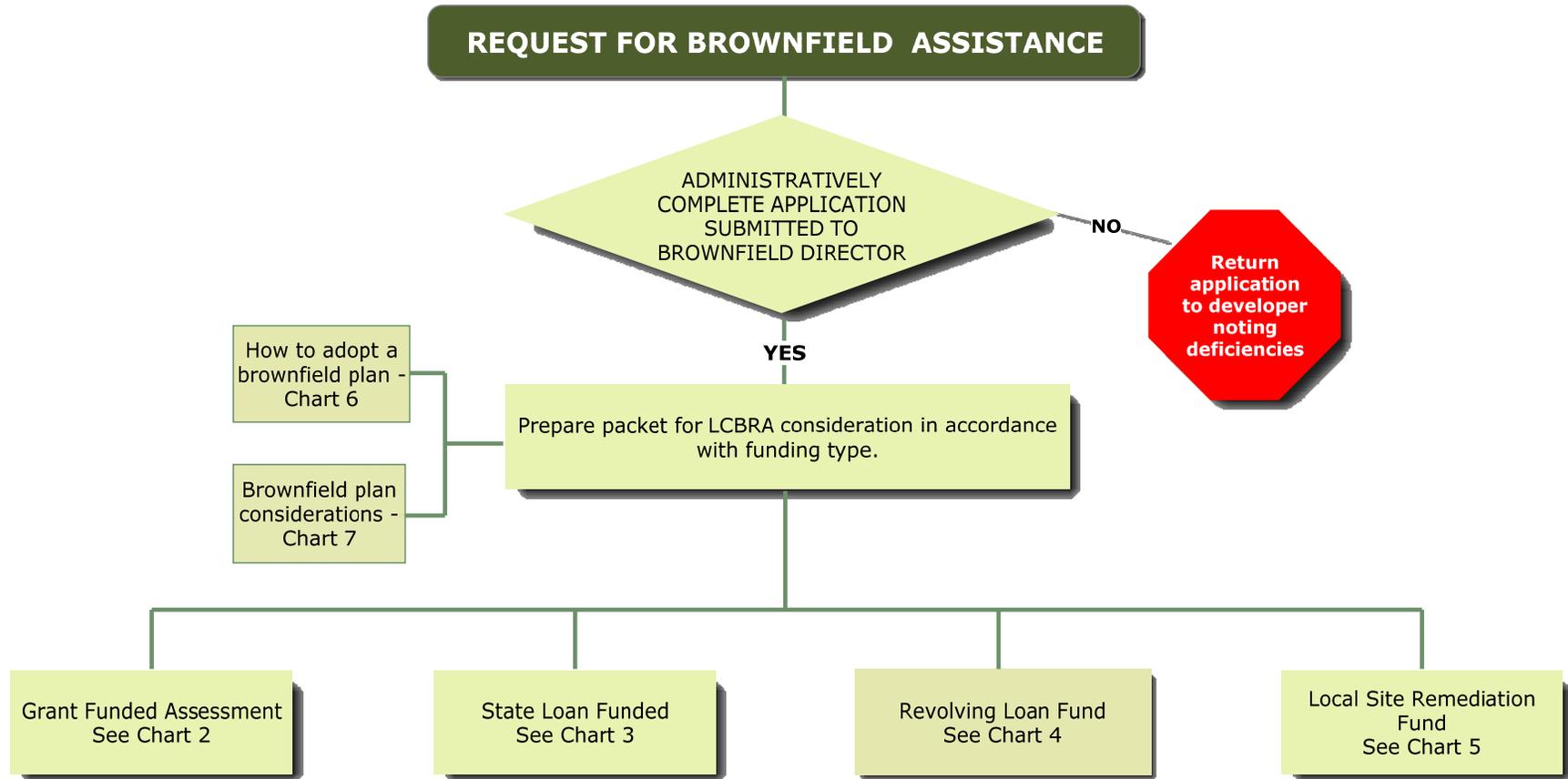


CHART 2: GRANT FUNDED ASSESSMENT ELIGIBILITY

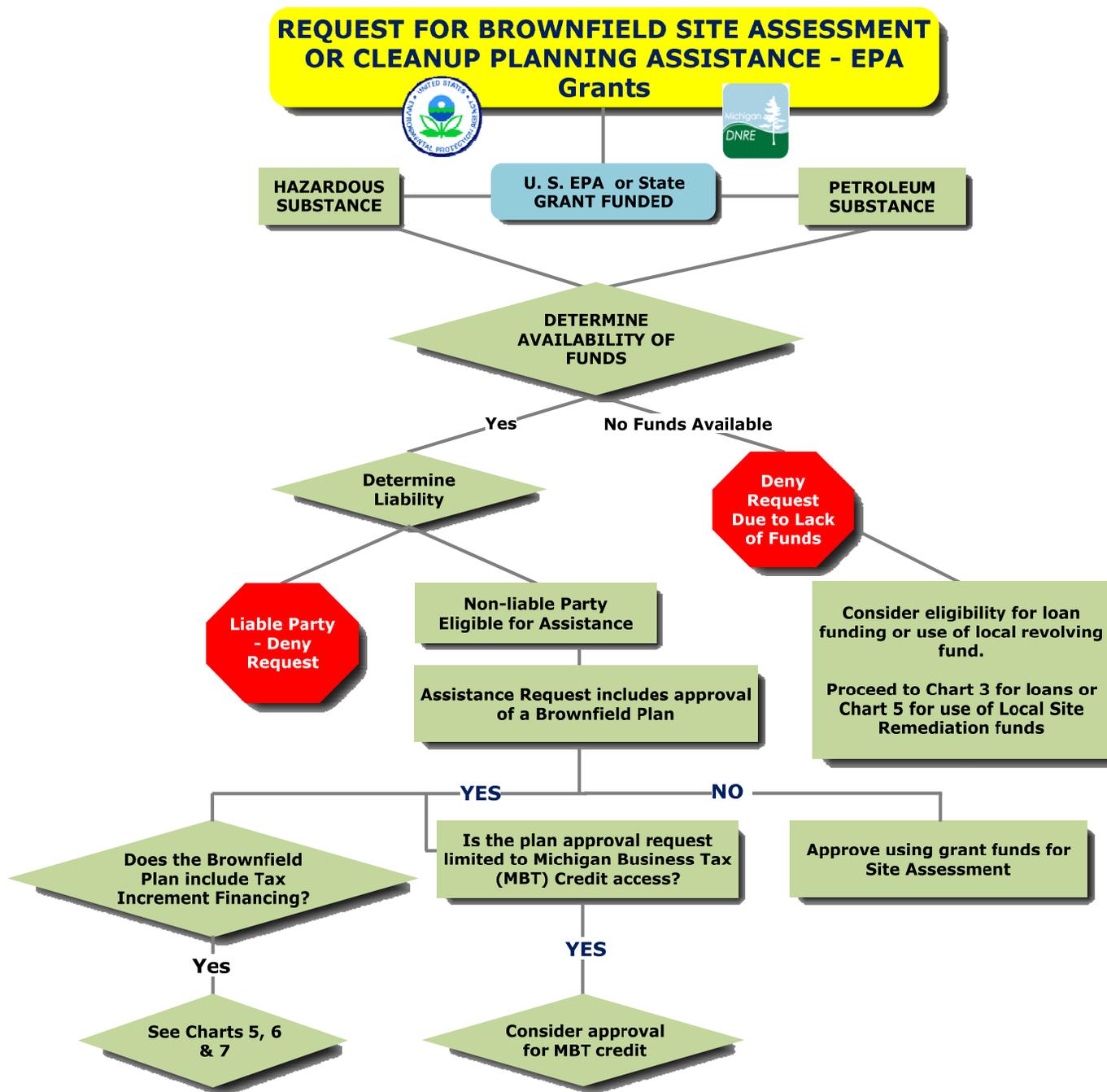


CHART 3: LOAN FUNDED ASSESSMENTS OR CLEANUP APPLICATIONS

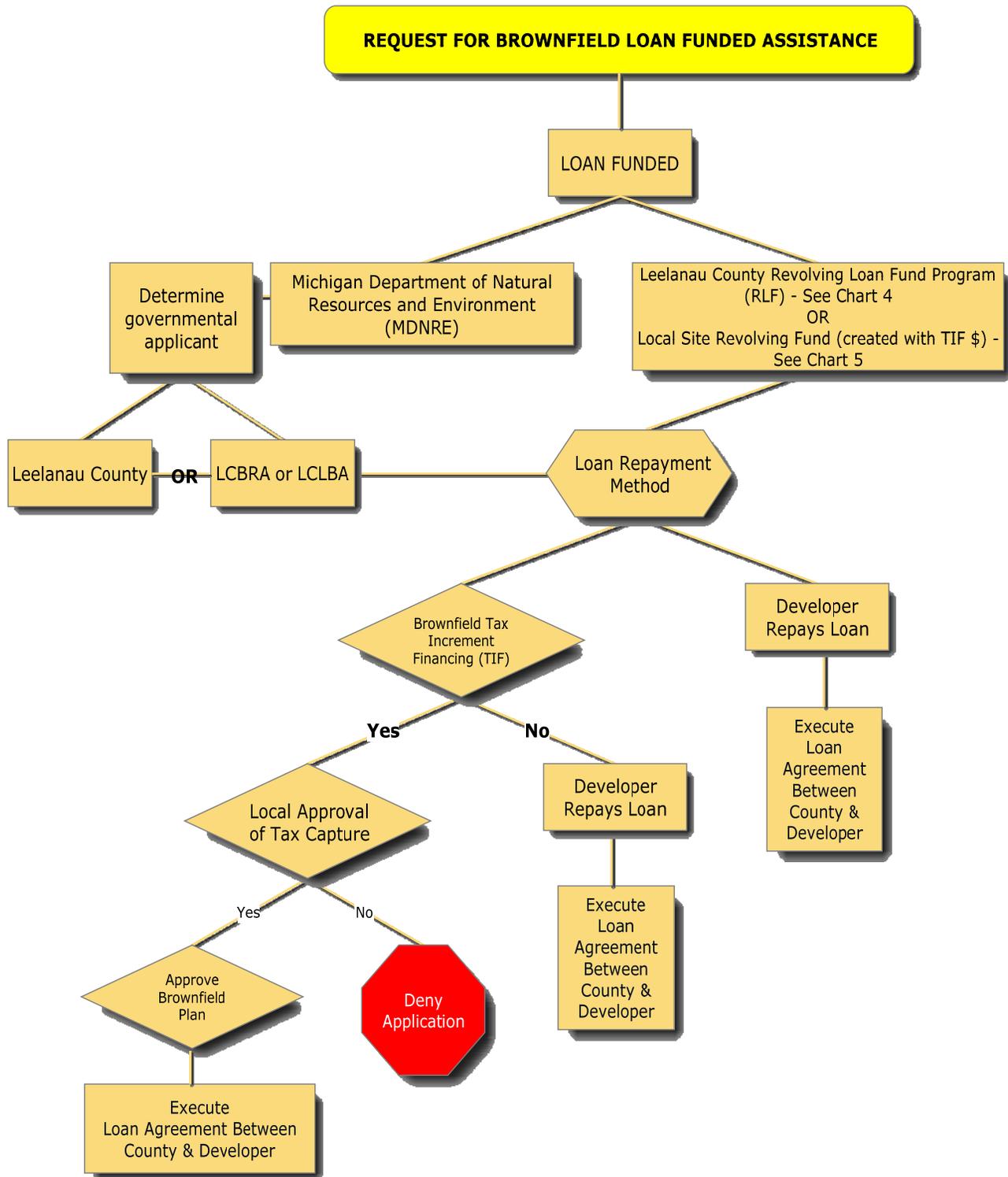


CHART 4: RLF CLEANUP PROGRAM

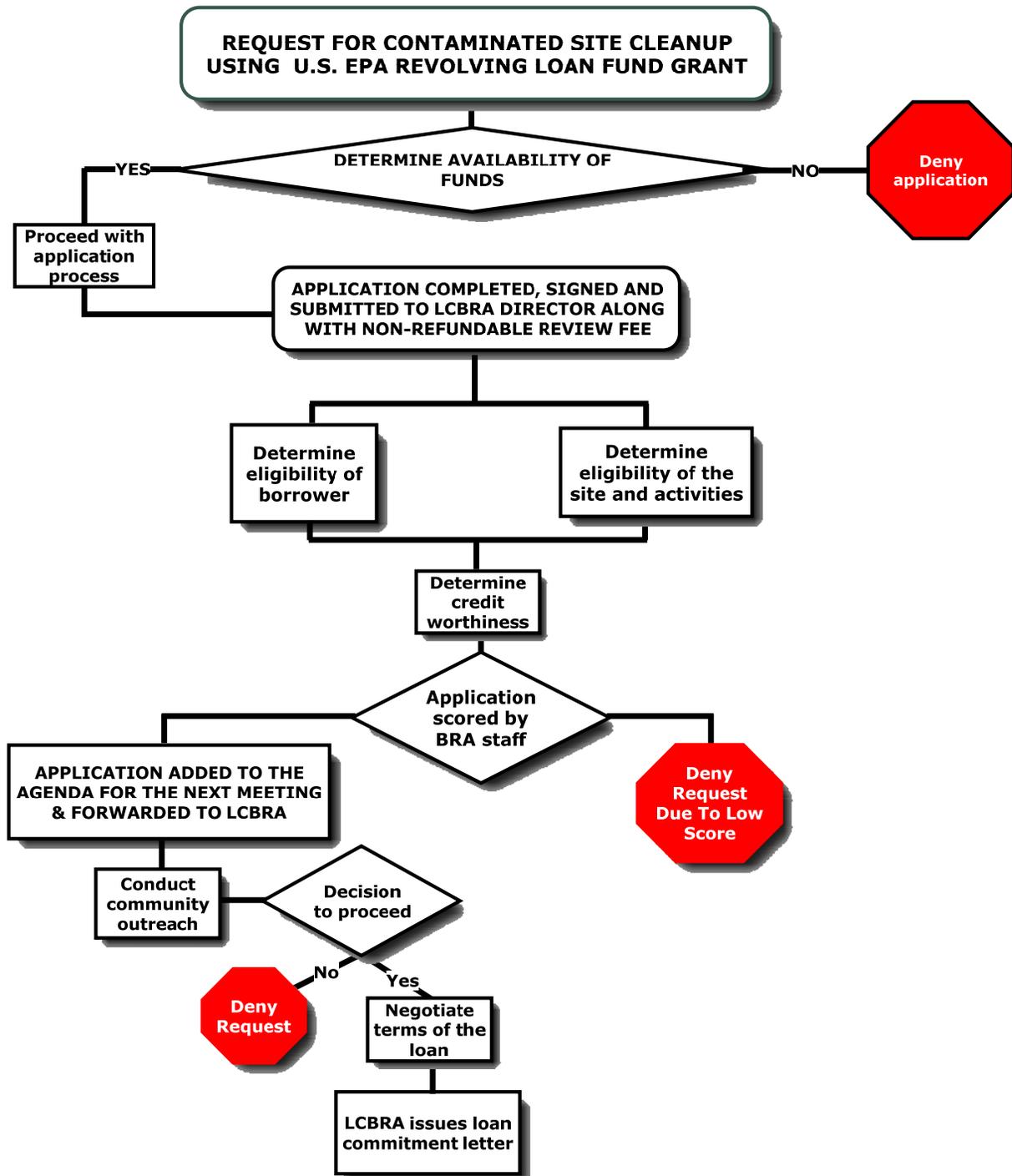


CHART 5: LOCAL SITE REVOLVING FUND

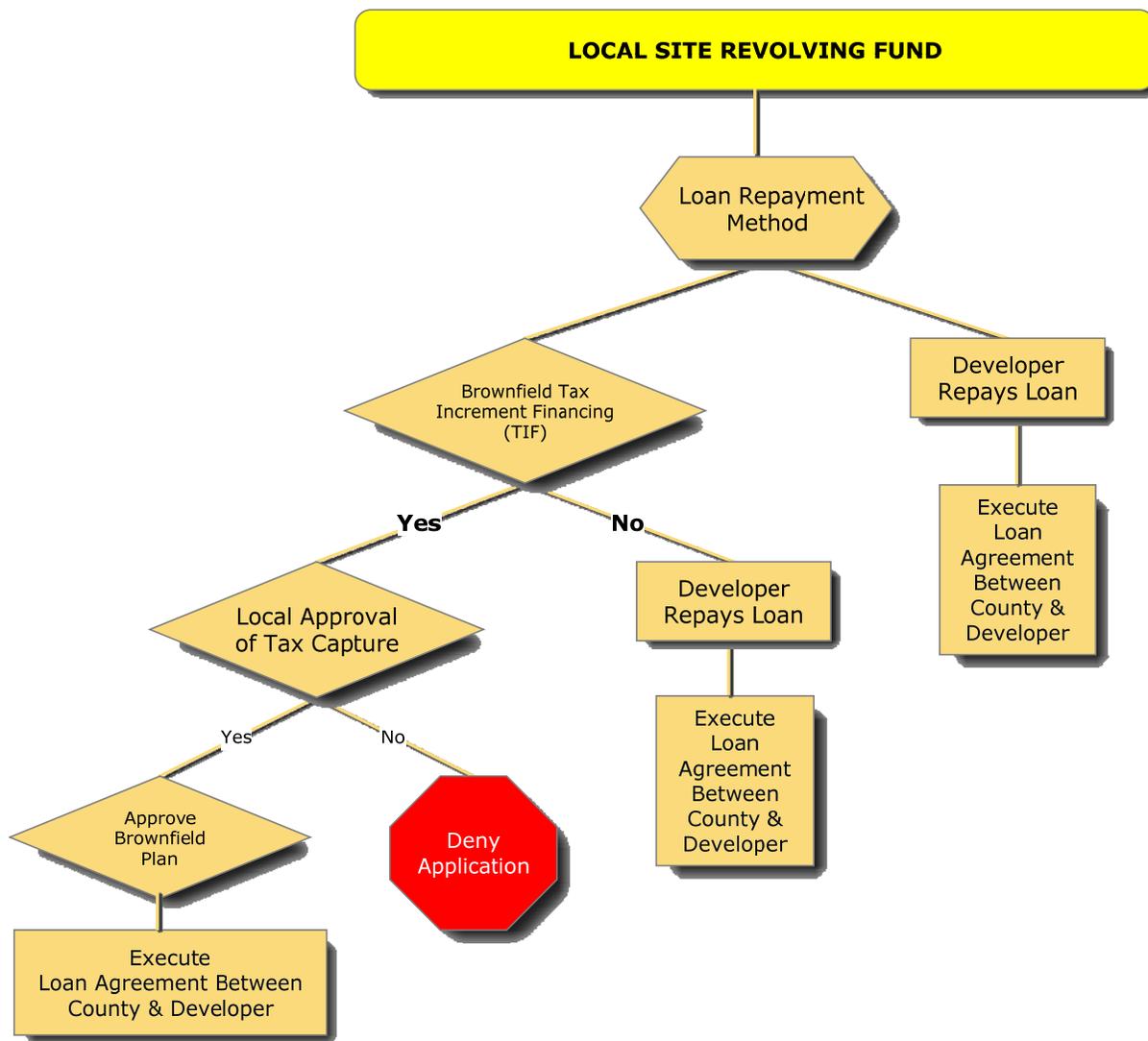


CHART 6: HOW TO ADOPT A BROWNFIELD PLAN

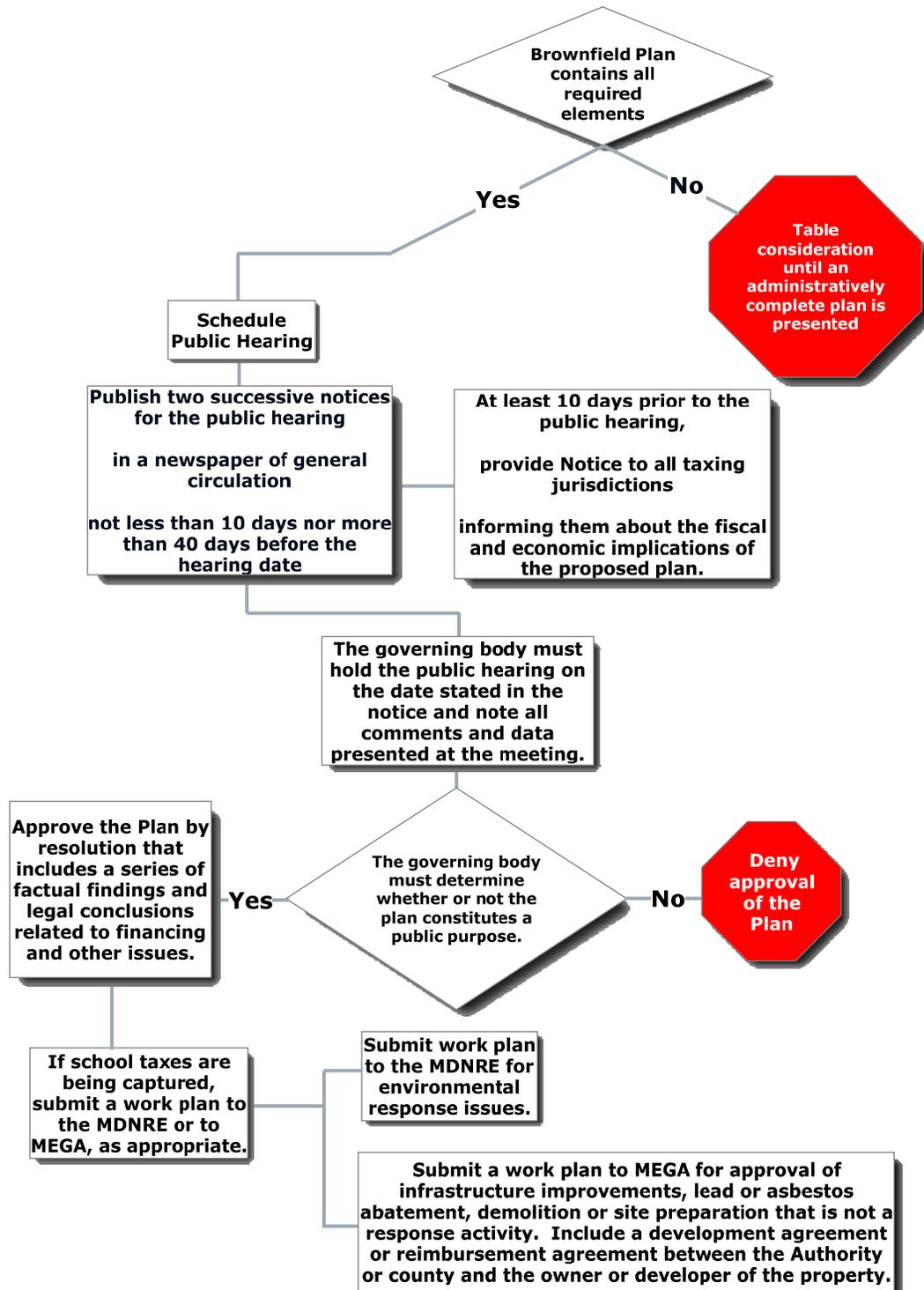
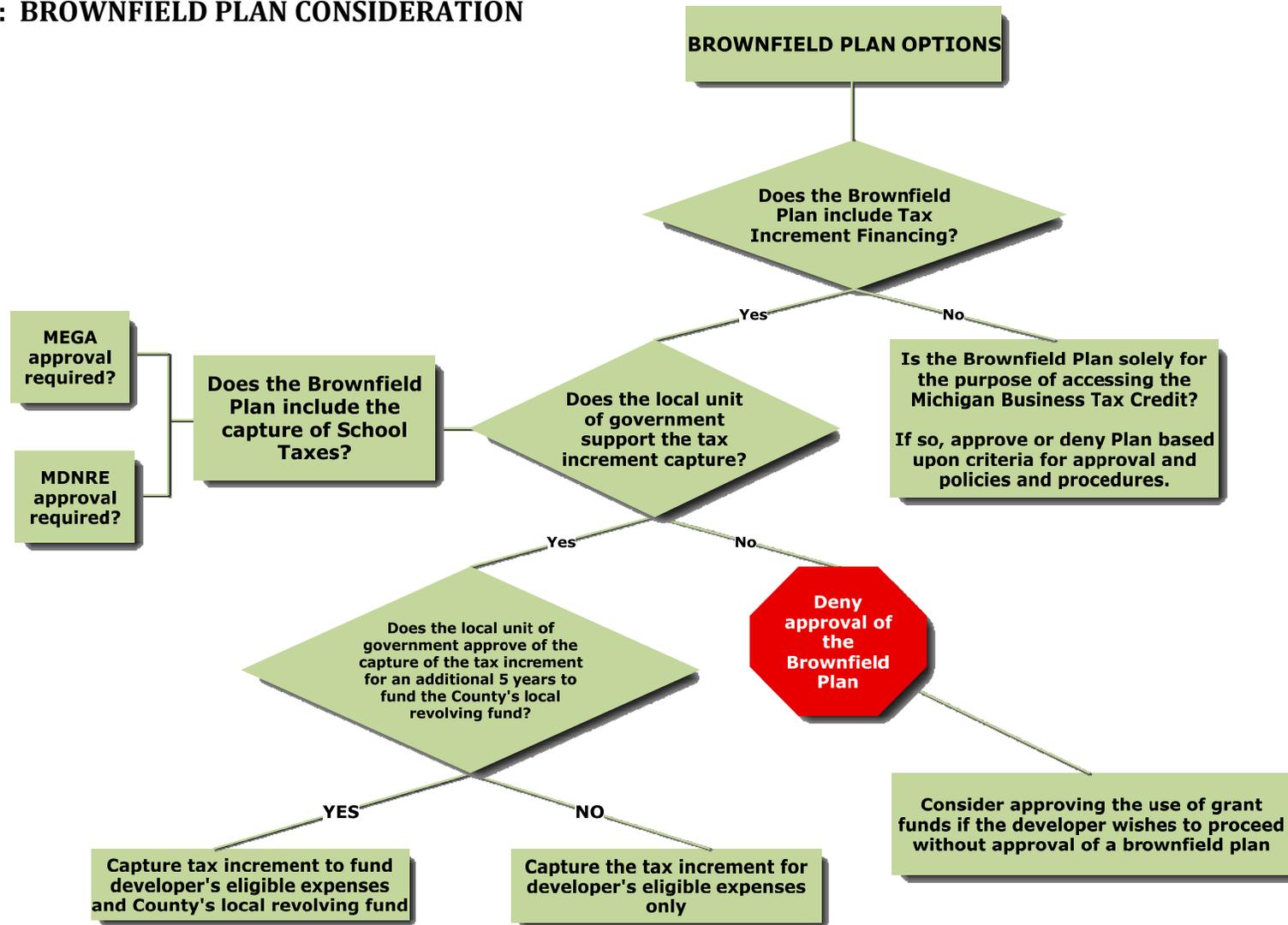


CHART 7: BROWNFIELD PLAN CONSIDERATION



LEELANAU COUNTY
VI. REVOLVING LOAN FUND PROGRAM

A. LCBRA REVOLVING LOAN FUND PROGRAM RULES & POLICIES

The United States Environmental Protection Agency (U.S. EPA) has awarded Leelanau County, Michigan a \$1 million Revolving Loan Fund (RLF) grant to support cleanup activities and subsequent redevelopment of brownfield sites throughout Leelanau County. The \$1 million grant will provide \$908,000 to be loaned to projects, earn interest, and be available for loaning again to future projects, as loan repayments are made.

The Leelanau County Brownfield Revolving Loan Fund of the LCBRA offers low rate loans to assist with the cleanup of brownfield properties to return them to productive economic use. A premise of the LCLBA lending program is that “gaps” exist in traditional lending markets for funding for brownfields cleanup activities. This program provides assistance to those property owners that need assistance.

The LCBRA plans to utilize the Brownfield Revolving Loan Fund to make loans for cleanup related activities on qualified, suitable, market-ready sites to appropriate developers and buyers. The loans will help to fund the remediation required for site cleanup, which will then allow redevelopment projects to go forward.

The LCBRA is an equal opportunity lender, considering loan applications without regard to race, gender, national origin, or ethnic background. The LCBRA will make eligibility determinations, on a case-by-case basis, for individuals with a history of arrest(s), indictment(s) or conviction(s).

1. Loan Terms

The term of any loan awarded under the program will not exceed 30 years. Repayment of the loan will be by monthly payments of principal and interest. Loan terms will be based upon the Borrower’s needs, repayment ability and how much the Borrower is financing. Repayment terms will be customized depending on the projects cash flow needs. All loans will be fully amortized by a daily rate. Deferred payments may be an option in structuring a repayment plan. Generally, terms will be kept as short as practical in order to recycle funds. All conditions, including the loan term, will be evidenced by a promissory note, security documents, and other closing documents, as necessary, to be signed at closing.

The Authority may, in support of its economic and community development goals, develop with public and non-profit Borrowers, flexible loan terms, which may, after review of the loan proposal, include the use of deferred forgivable loans and other terms.

2. Loan Selection Criteria

Each applicant must demonstrate that the proposed cleanup project is financially feasible and is

physically possible. Loans will be made on properties throughout Leelanau County based on the availability of funds and if:

- a) the applicant can demonstrate credit worthiness based upon the financing policies of the LCRLF program;
- b) the project has the support of the local unit of government and is consistent with the local master plan and zoning, which may vary by location;
- c) the loan will meet LCRLF program goals; and
- d) the applicant has obtained all required permits and is in compliance with all applicable state and federal regulations.

The LCBRA may consider evaluation of projects based upon the following discretionary criteria.

- a) The nature and extent of contamination (such as threat to water quality and public health), and the extent to which the contamination will be remedied.
- b) The existence of abandoned, vacant buildings, or blight, and the extent to which the project will remove the buildings and blight.
- c) The extent to which the project will encourage growth in appropriate areas so as to minimize or discourage sprawl and loss of "Greenfields".
- d) The type and size of the new use.
- e) The extent to which the project creates new – temporary, and long term jobs.
- f) Benefits to transportation needs (parking, traffic congestion, pedestrian traffic, etc.)
- g) Promotion of tourism and/or recreation.
- h) Promotion of cultural and/or historical preservation.
- i) Improvements to public infrastructure consistent with land use or master plans.
- j) Overall enhancement to the community.
- k) Consistency of the project with the community land use or master plan.
- l) Consistency of the project with the Leelanau General Plan.
- m) Other factors benefiting the community.
- n) The viability of the project without Brownfield assistance.

3. Eligible Borrowers:

Any public or private entity that meets all of the following criteria:

- a) Control over or interest in an eligible site within the State of Michigan
- b) Exempt from Compensation Environmental Response and Liability Act (CERCLA) liability
- c) Authorized to incur debt and enter into legally binding agreements
- d) Financially sound

- e) Have an economically viable redevelopment plan

4. Ineligible applicants:

An entity that meets any or all of the following criteria:

- a) A Potentially Responsible Party (PRP) under Section 107 of the comprehensive Environmental Response, Compensation, and Liability Act (CERCLA.)
- b) Currently or previously in noncompliance with state or federal environmental regulations
- c) Previously suspended, debarred or declared ineligible for Federal financial assistance programs

5. Eligible Brownfield sites:

An eligible brownfield site is property for which eligible activities are identified under a brownfield plan that was used or is currently used for commercial, industrial, or residential purposes. The property must be *in a qualified local governmental unit* and is:

- a) a facility,
- b) functionally obsolete,
- c) blighted or
- d) properties owned by the Leelanau County Land Bank

6. Ineligible Brownfield Sites:

Qualified agricultural property exempt under the general property tax act.

7. EPA RLF - Eligible Project Costs

Brownfield Revolving Loan Fund grants have been designated by the EPA for cleanup activities only. Brownfield Revolving Loan Fund activities must be removals as defined in CERCLA §101(23), and described in 40 C.F.R. §300.415. These activities are summarized below:

- a) Actions associated with removing, mitigating, or preventing the release or threat of a release of a hazardous substance, pollutant, or contaminant (as appropriate to different site situations), including:
 - 1. Fences, warning signs, or other security or site control precautions;
 - 2. Drainage controls;
 - 3. Stabilization of berms, dikes, or impoundments or drainage or closing lagoons;
 - 4. Capping of contaminated soils;
 - 5. Using chemicals and other materials to retard the spread of the release or mitigate its effects;
 - 6. Excavation, consolidation, or removal of highly contaminated soils from drainage or

other areas;

7. Removal of drums, barrels, tanks, or other bulk containers that contain or may contain hazardous substances, pollutants, or contaminants;
 8. Containment, treatment, disposal, or incineration of hazardous materials; and
 9. Provision of alternative water supply where necessary immediately to reduce exposure to contaminated household water and continuing until such time as local authorities can satisfy the need for a permanent remedy.
- b) Site monitoring activities, including sampling and analysis that are reasonable and necessary during the cleanup process, including determination of the effectiveness of a cleanup.
 - c) Costs associated with meeting public participation, worker health and safety, and interagency coordination requirements.

8. EPA RLF - Ineligible Project Costs

Loan funds shall not be used for the following purposes:

- a) Pre-cleanup environmental response activities, such as site assessment, identification, and characterization.
- b) Cleanup of a naturally occurring substance, products that are part of the structure of and result in exposure within residential buildings or business or community structures (e.g., interior lead-based paint contamination or asbestos which results in indoor exposure), or public or private drinking water supplies that have deteriorated through ordinary use—except as determined on a site-by-site basis and approved by U.S. EPA Headquarters, consistent with CERCLA §104(a)(3) and (4).
- c) Monitoring and data collection necessary to apply for, or comply with, environmental permits under other Federal and state laws, unless such a permit is required as a component of the cleanup action.
- d) Development activities that are not removal actions (e.g., construction of a new facility or marketing of property).

9. Eligibility review

Eligibility review and credit analysis will be conducted by the LCBRA staff or its consultants. A credit analysis of the developer/development may include, but is not limited to, the following factors:

- a) The legal structure of the development company

- b) The adequacy, timeliness and completeness of the developers' financial statements
- c) Developers' record of earnings and cash flow
- d) Developers' history of borrowing and adherence to the terms and conditions of those borrowings
- e) Information from bank and credit references
- f) Outlook for the developers industry
- g) Developers' Business Plan
- h) Developers' Redevelopment Plan demonstrating the economic viability of the project and identifying the sources of repayment of the loan
- i) Developers' ability to manage the cleanup project
- j) Information on at least one other development project undertaken by the Developer
- k) Other factors the applicant may deem appropriate to the conditions of the project.

10. Community involvement

The LCBRA will require that applicants show evidence of their intent to involve local residents and community organizations in the cleanup process and describe how cleanup efforts will create and sustain jobs.

Public Outreach Program Requirements

As part of Phase 1 of the loan application submission, the Borrower must provide sufficient documentation to verify that the project has and will continue to meet the Public Purpose Mission of the Leelanau County Brownfield Redevelopment Program. The Phase 1 loan application submission must include a Public Outreach Summary that addresses both the end use and the remedial action proposed for the site and consists of the following elements:

- a) A description of the manner in which the project meets at least one of the following four types of community development criteria:
 - a) affordable housing
 - b) community services targeted to low or moderate income individuals
 - c) small businesses or
 - d) neighborhood stabilization
- b) A summary of the project benefits (including benefits of the remedial action and the end use)
- c) A description as to how the proposed project is consistent with the Leelanau County General Plan and the appropriate local master plan

- d) Public distribution of a Redevelopment Fact Sheet that provides a summary of the site history and current site conditions, an initial plan for end use and a preliminary list of remedial options that will allow that end use
- e) Preliminary letters of support from community based organizations, elected officials, residents, and local government that indicate support for the Borrower's plans as outlined in the Redevelopment Fact Sheet
- f) A description of the area-wide, community supported plan with which the project is consistent (if such plan exists)
- g) A description of the location of each readily known or suspected brownfield site proximate to the project site and the owners of such sites
- h) A summary of the Borrower's proposed remedial action and the opportunities that will be provided for public input during the remedial action
- i) An Outreach Activities Summary which includes a description of the outreach conducted, major issues of concern related to either the remedial action or the end use raised during community meetings/discussions and the mitigation planned to address the issues, including a description of each of the following
 - 1) A description of the processes through which local participation in the planning of the proposed project has been sought;
 - 2) A list of all community representatives contacted and a description of how community contacts were identified;
 - 3) A list of all community meetings, including location, attendance, and sponsor for each meeting, as well as copies of public notices of each meeting;
 - 4) A summary of the views of the residents, local groups in the area proximate to the site and the State and local officials elected to represent such residents, and the consideration given to those views;
 - 5) A summary of how community needs were identified; and a description of how the end use and the remedial action meets community needs (include all documents relied upon to assess community needs.)
 - 6) A description of all issues of concern raised during the community meetings, the mitigation planned to address the issues and on-going communications with those groups that identified issues;
 - 7) A description of the process through which community concerns were integrated into the end use and/or the remedial design;
 - 8) A summary of the role community representatives had in the design and implementation of the community consultation process. Identify the lead contact for the community consultation;

- 9) A list of all public agencies contacted regarding the project, with contact person and phone numbers.

11. Site Cleanup Procedures

Site cleanups must be completed under the state's Part 201 Cleanup procedures. Additional information can be found on the web at: http://www.michigan.gov/deq/0,1607,7-135-3311_4109---,00.html

Project applications are accepted at any time and are reviewed as they are submitted. If you feel that there are extenuating circumstances that the LCBRA should consider in relation to the community's eligibility, please contact the LCBRA Director.

12. LCRLF Approval Process

The following items highlight the review and potential approval/implementation process undertaken for each loan application.

- a) Applications and supplemental applications are reviewed and scored by the BRA-staff
- b) Assuming an adequate score is achieved, the applicant is invited to enter into a loan agreement with the LCBRA.
- c) The loan agreement is finalized and is submitted to for a final approval decision to the LCBRA.
- d) A loan commitment letter issued by the LCBRA
- e) Closing documents are prepared upon receipt of the loan commitment letter signed by the Developer.

13. Loan Amounts and Structure

No loan limit will be established to ensure flexibility. In cases where limited financing from a private/traditional source is available, loans can be used as supplemental or "second mortgage" funds. Second positions on collateral may be acceptable so long as the prior lien holder is a lending institution.

14. Equity

When business owners can contribute equity/cash without impairing cash flow, equity will be required. For each individual loan the equity requirement will generally range from ten (10) to twenty (20) percent of the total project cost. Businesses may be required to inject funds into the project depending upon:

- a) whether the business has adequate equity, generally determined to be defined as a debt-to-net worth ratio that is 4:1 or less;
- b) the overall strength of the business;
- c) collateral coverage; and
- d) the availability of cash to put into the project.

These elements are all considered in determining the equity required for each project.

Exceptions may be made on a case-by-case basis depending upon the particular project. It is LCBRA's general philosophy that existing equity or previous cash injection into the business indicates a reasonable level of commitment to the business; therefore, consideration will be given to existing equity in determining new equity required as a result of the project being financed. If equity is not available, 100 percent financing can be considered if the applicant is otherwise eligible.

15. Interest Rates

Interest rates will be established to meet the needs of Borrowers while yielding income to support the administrative expenses of the LCBRA and the LCRLF program. The interest rate, as a general rule, will be less than or equal to the prime interest rate, but not less than zero percent. It is anticipated that interest rates will be between 0 and 3 %. The prime rate shall be the prime rate quoted in the *Wall Street Journal* or the maximum prevailing interest rate allowed under State law. The interest rate will be fixed for the term of the loan. Deviations from the stated interest rate policy may be made when warranted to cover administrative costs. The LCBRA will establish the rates, based on the ability of the entity to support the debt service, and the overall risk of the project. Repaid interest will be retained to pay administrative expenses of the program.

Interest will be strongly considered for the following situations:

- a) Interest incurred by a developer for loans from a traditional lending institution related to the eligible activities of the proposed project will be reimbursed at an amount not to exceed 5%. The LCBRA reserves the right to determine the appropriate rate of reimbursement it will approve as part of a brownfield plan for interest incurred by a developer at or below the 5% limit established above.
- b) Interest will be reimbursed based on a simple interest calculation that is based on Eligible Activities identified in an approved brownfield plan. Actual interest costs incurred by the developer from a traditional lending institution may be higher due to compounding interest; however, LCBRA interest will be limited to a simple interest calculation based on Eligible Activities in an approved brownfield plan.

- c) Interest will not be paid on the reasonable costs of developing a brownfield plan or work plan or the costs of Michigan Economic Growth Authority (MEGA) review.

16. Collateral

The LCBRA will strive to obtain sufficient and adequate collateral to secure all loans while recognizing that shortfalls in security may exist. Collateral requirements will consider the merits and potential economic and community benefits of each request. Personal guaranties by all parties with more than 20% ownership interest will be required for each loan unless there is a sound justification included in the loan write-up and thereby approved by the LCBRA. The value of pledged collateral (i.e.: Real Estate, Securities, Equipment, etc.) would be verified through a market analysis, appraisal, or other means that are deemed appropriate for the particular project. Liens will be placed on all collateral. Liens may also be placed on other non-project personal assets of the Borrower in order to further secure the loan. As an abundance of caution, the LCBRA will secure its loans to the maximum extent possible to ensure an adequate secondary source of repayment.

Personal guarantees will be required of the principal Borrowers according to the circumstances involved. Additionally, a guarantee may be required of Borrowers' spouse, at the LCBRA discretion, when legal and appropriate. "Key man" or term insurance also may be required, if warranted by the LCBRA.

17. Participation in the State of Michigan Brownfields Program

All projects undertaken with LCBRA funding will be required to also participate in the State of Michigan Brownfields Program. This requirement will be included in the loan or other financial assistance agreement for the following reasons:

- a) This will allow the project to have access to all of the State of Michigan incentives for brownfield cleanup and redevelopment, which will assist in leveraging non-EPA funds.
- b) This will require involvement of the State's environmental staff, ensuring coordination on cleanup activities and involvement of the applicable state and federal regulations.
- c) The designation and redevelopment or reuse of a brownfield site or area requires the involvement of community residents and community partnerships; this will assist in meeting environmental justice and public outreach requirements. These requirements generally overlap with the public outreach requirements under the LCRLF program.
- d) This will ensure oversight or assistance in accordance with the Michigan Brownfields Redevelopment Act, CERCLA, and with the terms of the Superfund Memorandum of

Agreement between EPA and Michigan.

- e) A Remedial Action Plan approved by the Michigan Department of Natural Resources and Environment will help to ensure that human health and environmental protection needs are adequately addressed.

B. PROCESS FOR APPLICATION, UNDERWRITING, AND APPROVAL

1. Loan Application Evaluation, Required Exhibits and Selection Process

Loan application forms are included in Appendix L. The application document must be delivered to the /Director of the Brownfield Authority. The current director is:

Trudy Galla, AICP, LCBRA Director and LCRLF Fund Manager, at
8527 E. Government Center Dr., Suite 108
Suttons Bay MI 49682
231-256-9812, or 866-256-9711, Ext 812.
Fax: 231-256-0174
tgalla@co.leelanau.mi.us

Please contact Ms. Galla prior to submittal.

Loan Selection Process

The first step in the loan selection process will be a staff review of the proposed activity to screen for conformance with the objectives and guidelines of the program. Before an application is accepted, the Fund Manager and staff will collect preliminary information to determine, to the maximum extent possible, that the potential Borrower and project are eligible. Based on the outcome of this initial review, the potential Borrower will either be referred to other sources of financing or invited to prepare a complete application.

The following documents may be required for loan applications, as applicable:

- a) History and description of the business: describing the formation of the business, the owner(s), the products and services provided.
- b) Project costs, requested loan amount: the costs of the project and committed or potential sources of financing.
- c) Resume of owner(s) and key management personnel.
- d) Occupation/ Business License
- e) Articles of Incorporation

- f) Business financial statements for three previous years, including Balance Sheets, Income Statements, and Notes to Financial Statement, and/or Tax Returns. For local governments, provide annual audits with sufficient detail to demonstrate that the loan can be repaid.
- g) Current Business Financial Statements: Balance Sheet, Income Statement, etc. not over 90 days old.
- h) Financial Projections for two years, including Balance Sheet, Income Statement, and Cash Flow showing proposed financing.
- i) Personal Financial Statement(s) on Owner(s) and Income Tax Returns for three years. If an applicant has already applied for financing with another lender and has completed a Personal Financial Statement for that lender, we will accept a copy of the already completed Personal Financial Statement, if not more than 90 days old.
- j) Personal Debt/Income Ratio for all Principals
- k) Schedule of Existing Business Debts.
- l) Personal Credit Bureau Report for all Principals.
- m) Business credit references.
- n) List of Collateral offered to secure proposed loan with outstanding loan balances (prior mortgages, etc.).
- o) Other financing associated with the project.

Upon completion of the loan application, the Fund Manager and staff will conduct an analysis to ascertain the project's potential for success. This review will entail a review of the business plan and/or information listed above. An in-depth credit analysis may be conducted to determine the repayment ability of the Borrower and will consider business cash flow, personal debt to income ratios, personal and business credit history, management, type of business, industry performance and collateral. If the analysis indicates the business plans are viable and well timed, and the Borrower is creditworthy, the Fund Manager will work with the applicant to structure the terms of the loan package.

All loan decision authority rests with the LCBRA.

2. Credit Reports

Credit reports may be required. In situations where the applicant has experience with a bank, staff may contact that bank for a credit reference in lieu of conducting a credit report. In cases where credit reports and/or bank references reveal an unfavorable finding, a signed statement of

explanation by the applicant will be required and shall be submitted to the LCBRA for review.

3. Credit Criteria

The key to the success of the program is flexibility and the ability to mold the program to meet the individual and unique needs of Borrowers. Historical and projected cash flow, working capital, liquidity, and debt to equity will be considered. The Fund Manager will assess the overall stability of the property owner by comparing historical financials. Below are general guidelines that will be used in identifying creditworthiness and in screening applicants.

- a) Personal credit report
- b) Business credit references
- c) Personal Debt/Income ratio
- d) Cost or appraised value of collateral
- e) Applicants with bankruptcies, foreclosures, repossessions, judgments, or delinquent credit must provide signed information on the status and resolution of the situation.
- f) Applicants that cannot demonstrate the likelihood of making proposed loan payments might be denied by staff with LCBRA consideration. Rejected applications will be reported to the LCBRA.
- g) The Fund Manger will review personal obligations of the owners. If personal obligations could be a potential drain on the business cash flow, the loan may be declined.
- h) For existing companies, cash flow should be sufficient to support current and proposed debt service. In cases where a shortage exists, Borrower(s) must demonstrate specific ways/plans in which changes will be brought to insure cash flow is positive.
- i) For new companies, business plan projections should designate targeted customers. Applicants may be asked to provide letters of intent from potential customers to document the need for their product/service or provide evidence of leveraged funding.
- j) The LCBRA may limit the debt to income ratio (total personal debt divided by income) for business owners to 50%.
- k) Borrowers with two or more bankruptcies, repossessions, or foreclosures within a 5-year period will generally not be considered for a loan.

4. Loan Write-Up

Loan applications will be reviewed for standard underwriting criteria. The write-up may be

forwarded to the LCBRA members prior to the Board meeting or may be distributed at the meeting. Write-ups generally will include a summary of the business history, an assessment of management capabilities, a description of the products or goods/service sold by the applicant, an analysis of the market conditions, a list of the project costs along with a structure for the proposed financing, a description of the need for financing, an overview of the repayment ability, determination that the project is consistent with policy guidelines, and a brief statement regarding the overall environmental impact. Additionally, the Fund Manager will submit strengths, weaknesses, and recommendations for the credit. The credit write-up may be supplemented or replaced by a Loan Risk Assessment.

5. Appraisals

The LCBRA, or other experts designated by the LCBRA, on a case-by-case basis will determine appraisal requirements. They may not always be required because of the appraisal cost relative to loan size. When required by the LCBRA or other approvers, they will be conducted by appraisers satisfactory to LCBRA and completed prior to disbursement of proceeds. When not required, the Fund Manager will wherever possible document collateral's historical cost, anticipated cost, tax value or book value.

6. Procedures for Loan Approvals

The criteria below in Sections 7 and 8 will be used to rank applications received by the LCBRA. The project(s) with the highest score will be invited to enter into a loan agreement. A total of 100 points are available.

7. Loan Risk Assessment

All loans approved by the LCBRA may carry a loan risk grade, which will be monitored and adjusted over time. This assessment may be included as an integral part of the credit memo. Below are risk assessment guidelines for loans.

Loan Quality Assessment

- a) Level 1 - Excellent Loan Quality
- b) Level 2 - Acceptable or Average Quality (Potential Weaknesses)
- c) Level 3 - Unsatisfactory or Sub-Standard (Well-defined Weaknesses)
- d) Level 4 - Doubtful or Problem Loan

i) Level 1 – Excellent Loan Quality

Risk Characterization:

- 1) Cash flow is (more than) sufficient to service debt
- 2) Business has 2-3 years operating history and is profitable in current year
- 3) Sales and cash flow are at or above projected levels
- 4) In compliance with loan covenants
- 5) Management and market outlook are strong

(Note: The risk criteria are driven by how the organization characterizes risk during its credit assessment and underwriting process. For real estate lending, for example, the criteria might be Loan to Value ratio greater than 75%, vacancy rates less than 5%, and debt service coverage ratio greater than 1.2).

ii) Level 2 – Acceptable or Average Quality (Credit Weaknesses)

Risk Characterization:

- 1) Cash Flow still Adequate to service debt, but business faces one or more weaknesses (such as high leverage, insufficient working capital, variable or declining cash flows)
- 2) Business has less than 2 years operating history
- 3) Market position is uncertain or weak (includes businesses who have temporary geographic advantages, trading businesses that act as middlemen, and “fashion” businesses that depend on consumer trends)
- 4) Adequate collateral coverage

iii) Level 3 – Unsatisfactory or Sub-Standard (Well-defined Credit Weaknesses)

Risk Characterization:

- 1) Cash flow weakness and/or fluctuations
- 2) Possible non-compliance with covenants and late payments
- 3) Market position and/or industry conditions are weak
- 4) Business is expanding/acquiring and relying on financial projections
- 5) Internal management controls may be a concern
- 6) Business has consistently operated below projected levels
- 7) Dependent upon revenue increases and/or improved margins relative to operating history
- 8) Adequate collateral coverage

iv) Level 4 – Doubtful or Problem Loan

Risk Characterization:

- 1) Delinquent loan payments (if more than 90 days)

- 2) Weaknesses make collection in full highly questionable or improbable
- 3) Collateral values have been impaired and are below value of debt
- 4) Borrower experiencing financial or management problems

v. Level 5 – Loss

Risk Characterization:

- 1) Considered uncollectible
- 2) Such little value that holding it as an asset on the balance sheet is not justified.

8. Criteria Selection Scoring

Each loan application will be scored with the following weighted criteria. The total possible point value is 100 points. The points assigned to each criterion will be determined by the best professional judgment of the LCBRA, staff and experts hired by the LCBRA to assist in the evaluation of loan applications.

- a) 10 points x 1.25 weight = 12.5 possible for total investment
- b) 10 points x 1.15 weight = 11.5 possible for ability to repay loan
- c) 10 points x 1.00 weight = 10.0 possible for ability to spend loan funds within 12 months from closing on the loan
- d) 10 points x 1.25 weight = 12.5 possible for job creation
- e) 10 points x 1.25 weight = 12.5 possible for potential to revitalize neighborhood
- f) 10 points x 1.00 weight = 10.0 possible for public and private partnership created
- g) 10 points x 1.00 weight = 10.0 possible for amount of LCRLF funds for which applied
- h) 10 Points x 0.90 weight = 9.0 possible for reuse of village centers over greenfield development
- i) 10 points x 1.20 weight = 12.0 possible for inclusion of green design elements

9. Actions, and Notification of Borrowers

Loan decisions will be made at LCBRA meetings when a quorum is present. Members may review the loan write-up prior to LCBRA meetings. At the meetings the Fund Manager and/or staff may provide a more detailed overview of the business and an in-depth financial and credit analysis of the project. Meetings will be scheduled as needed, and LCBRA members will be notified of meetings at least seven (7) calendar days prior. Quarterly status reports will be provided at LCBRA meetings so that the members can review all loan activities. Monthly reports will be provided to the County Board of Commissioners.

Documentation of the LCBRA's decisions is maintained as minutes in the LCBRA records. Minutes from the previous meeting will be approved, corrected, or amended by vote of the LCBRA at the next meeting.

Borrowers will be notified of the LCBRA's decision within two working days of LCBRA meetings. For approved loans, a commitment letter outlining the general terms and conditions will be mailed certified to the Borrower. The LCBRA attorney will review the commitment letter prior to mailing, if needed. The commitment letter will explain collateral requirements, insurance coverage, and related documentation required. The Fund Manager and staff will work with the Borrower to fulfill all conditions of the approval. For new loans, visits to the location of the project will be made by LCBRA staff or designee. The Borrower shall allow site inspections during normal business hours by LCBRA staff or designee.

10. Fees and Charges

All of the costs of the loan, including but not limited to, administrative fees, title insurance, Uniform Commercial Code (UCC) searches and filings, surveys, recording costs, legal fees, documentary stamp intangible tax and all costs of interim financing, and or any other closing cost fee, are to be paid by the Borrower.

11. EPA Involvement

EPA expects to be substantially involved in overseeing and monitoring the Brownfield Cleanup Revolving Loan Fund grant program during the term of the cooperative agreement. The EPA is responsible for general program oversight and review, as well as ensuring that all applicable financial and environmental management and cleanup requirements are met. EPA expects that its involvement will vary based on each loan project. Under no circumstance, however, will the EPA be directly involved in a recipient's prioritization of loan recipients or the day-to-day management of the loan program. At a minimum, EPA will review all loan documents and environmental assessment documents.

C. LOAN SERVICING PROCEDURES

1. Document Requirements and Retention

Once the loan is closed, the applicant is entered into the best available loan-servicing database by the Fund Manager. A file will be developed for the new account and will contain, at a minimum, the following sections, as applicable:

- a) Pre-application/Application forms: Copies of all application documents as submitted by the applicant;
- b) Correspondence Received;
- c) Correspondence Sent;
- d) Copies of the Loan Agreement and Promissory Note;
- e) Collateral Agreement;
- f) Uniform Commercial Code (UCC) filings, if applicable
- g) Inter-creditor Agreement, if applicable;
- h) Credit Reports;
- i) Corporate charter, or Articles of Incorporation and By-Laws or Partnership Agreement;
- j) Corporate Resolution to Borrower;
- k) Borrower's Counsel's Opinion;
- l) Deed of Trust on Property, if applicable;
- m) Insurance;
- n) Personal Guarantees;
- o) RLF Loan Commitment Letter; and
- p) Others, as necessary.

2. Payments

Payments will be sent directly to LCBRA. The loan processor/Fund Manager will apply payments per the terms of the note. As part of the loan servicing the LCBRA staff may make periodic visits to the project site for a visual inspection and to keep the lines of communication open between the Borrower and the LCBRA.

All payment requests will follow all applicable EPA requirements for fund disbursements. Monthly reports will be generated to alert staff to the required servicing responsibilities for the month for each loan. The loan processor and Fund Manager will confer regarding servicing needs including reviewing any delinquent loans. A monthly report on all Borrowers will be provided to the LCBRA for their review.

3. Annual Documentation and Review

Borrowers may be asked to submit annual tax returns, financial statements and job reports. In addition, property tax status and insurance on collateral will be monitored. The Fund Manager will annually review all loans for compliance with the loan agreement, promissory note, and other applicable requirements. The Fund Manager will also review all submitted financial information and the payment record of all loan recipients to determine their fiscal performance.

In addition, the Fund Manager will review the tasks accomplished to ensure the goals and objectives of the LCBRA RLF program are being achieved.

4. Delinquency Procedures

A loan will be included in the delinquency report once it becomes 15 days past due. The Fund Manager or loan processor will make phone calls to the Borrower when a loan becomes 15 days past due. Staff will confer weekly to discuss any loan delinquency and will respond in a prompt manner in order to reduce problems and find solutions. A complete delinquency report will be provided to the LCBRA at each meeting. The LCBRA directs staff and/or Fund Manager as to additional measures to be taken that staff is not already implementing.

- a) **30 days:** Staff and/or Fund Manager will contact Borrower again by phone call, outside visit and/or send the Borrower a 30-day past due letter and continue to call the Borrower on a weekly basis.
- b) **45 days:** Contact the Borrower in person to discuss the repayment of the loan, continue telephone contact and/or send the Borrower a 45-day past due letter and report to LCBRA credit reporting agency. This collection letter will be sent certified mail with return receipt requested. Continue to call Borrower regularly to obtain full payment plus late fees. Notify LCBRA attorney for possible legal action.
- c) **60 days:** The LCBRA attorney will send the Borrower a demand letter for all amounts past due plus late fees and legal fees due by certified mail. Discontinue contact with Borrower, refer any calls or visits to our attorney for payment, and notify the LCBRA, if not previously done. Report to credit reporting agency.
- d) **90 days:** Loans over 90 days delinquent shall be reported to the LCBRA and automatically forwarded to the LCBRA attorney for additional legal action and resolution.

5. Uncollectable Loans

All loans deemed to be uncollectible will be written-off. The LCBRA, after all efforts to collect on the loan have been exhausted, will have the responsibility and authority to make the decision to write off the loan. All write offs must be in compliance with GAAP (Generally Accepted Accounting Principles).

D. LOAN CLOSING AND DISBURSEMENT

After the LCBRA has approved a loan, the Fund Manager will initiate the closing process. After

a commitment letter has been issued and the conditions and terms have been accepted (in writing) by the Borrower, a conference with LCBRA's attorney may take place to determine the documents needed for closing. A set of standard loan documents will be developed by staff and provided to the Borrower's attorney. The LCBRA's attorney will participate in each closing to ensure consistency and accuracy in loan closing files. For example, in the case of a loan collateralized by assets other than real estate, it may be sufficient to have only the Borrower's attorney present at the closing. Keeping closing costs at a minimum is critical to make the program affordable to those needing it most. At a minimum, a loan agreement, promissory note, and collateral and security instruments and guaranty will be required. Other information may be requested as deemed necessary by the LCBRA or the Fund Manager.

1. Loan Closing and Documentation

The following documents will generally be required:

- a) Loan Agreement
- b) Note Certifications and Assurances Guaranty
- c) Mortgage with title opinion verifying lien position
- d) Security Agreement
- e) Resolution to Borrow
- f) Life Insurance Assignment
- g) Evidence of Hazard Insurance
- h) Flood Insurance

Additional documents may be included at the time of closing if appropriate to the terms of the loan and issues related to the development project.

2. Loan Disbursement Requirements

Funds will be disbursed to the Borrower by means of "actual expense" or by a predetermined schedule. During the term of the Cooperative Agreement between EPA and Leelanau County, an "actual expense" disbursement approach requires the LCBRA to submit documentation of the Borrower's expenditures (e.g., invoices) to EPA to request payment. The "actual expense" disbursement approach is the preferred approach by the LCBRA. A scheduled disbursement is one in which all, or an agreed upon portion, of the obligated funds are disbursed to the Borrower on the basis of an agreed upon schedule (e.g., progress payments) or upon execution of the loan. The LCBRA shall submit documentation of disbursement schedules to EPA. If the disbursement schedule of the loan agreement calls for disbursement of the entire amount of the loan upon

execution, the cooperative agreement recipient shall demonstrate to the LCBRA and the U.S. EPA's Project Officer that this method of disbursement is necessary for purposes of cleaning up the site covered by the loan. Further, the cooperative agreement recipient shall include an appropriate provision in the loan agreement, which ensures that the Borrower uses loan funds promptly for costs incurred in connection with the cleanup.

E. POLICY EXCEPTIONS

The LCBRA will approve policy exceptions. Staff may present to the LCBRA applications, which deviate from the policies in this manual whenever the project meets the goals of the program. The LCBRA will determine if the loan will be approved after staff has described the exception. It is anticipated that any loans with exceptions would comply with the RLF Loan Selection Criteria.

F. ADMINISTRATIVE PROCEDURES

The Fund Manager is responsible for ensuring compliance with all financial grant requirements and reconciliation of funds. The accounting software database maintained by the LCBRA will provide all financial information required to comply with EPA quarterly reporting requirements. The LCBRA accounting procedures and systems, which have been approved by the LCBRA's auditor, provide all financial information required to comply with EPA reporting requirements.

G. ACT 381 BROWNFIELD PLAN PUBLIC HEARING NOTIFICATION

The Department of Natural Resources and Environment (DNRE) and the Michigan Economic Growth Authority (MEGA) must be notified of a brownfield plan that includes the use of taxes levied for school operating purposes for activities that require an approval of a work plan by either agency. Section 13(13) of Act 381 requires that not less than 10 days before the hearing on the brownfield plan the governing body or its designee is to provide notice of the hearing to the DNRE if the brownfield plan includes the use of school taxes to pay for eligible activities that require the approval of a work plan by the DNRE under section 15(1)(a) and the MEGA, or its designee, if the brownfield plan includes the use of school taxes to pay for eligible activities subject to section 13(15) or section 13(18).

H. QUALIFICATIONS PACKAGE FOR BORROWER

The following information will be required, as applicable, for non-profit, for profit or joint venture non-profit/for profit entities.

- a) Mission Statement of Borrowing Entity
- b) Articles of Incorporation and by-laws of Borrowing Entity

- c) Description of expertise and experience of Borrower and Borrower's Team
- d) Current organizational budget and projected budget if near the end of current fiscal year
- e) Three credit references, including contact name, phone and fax number and account number for Borrowing Entity
- f) Three project references
- g) List of Borrower's current program funders
- h) 501(c)(3) tax exempt status letter for Borrowing Entity
- i) Partnership agreement
- j) LP-1 Certificate of Limited Partnership
- k) Brochures, historical information, etc.
- l) Names and tenure (years served) of members of Board of Directors
- m) Staff listing (major responsibilities and years on staff) and key staff resumes
- n) Description of other properties developed by Borrower
- o) List of properties currently or historically owned or operated by the Borrower (including all Principals) where there are or were environmental enforcement actions taken by state or federal regulatory agencies related to hazardous substances or petroleum.

I. QUALIFICATIONS PACKAGE FOR PROJECT TEAM

1. Remediation Team Members

The following information is required for each remediation team member. Team members are defined to include all remediation contractors, environmental attorneys, environmental consulting firms or individual contractors who will be overseeing or conducting onsite work. The LCBRA may request similar information, at their discretion, from other entities involved in the remediation efforts.

- a) Name of Firm
- b) Phone Number, Email address and Mailing Address
- c) Primary Contact
- d) Number of years in business
- e) Number and description of experience on similar projects
- f) Track record/interaction with regulatory agencies
- g) Representation from firm regarding ability to do work
- h) Licenses or certificates verifying firm is a professional corporation and as applicable, has on a staff a professional engineer qualified to provide a certificate that the remedy was implemented in conformance with the remedial action work plan

- i) Insurance Coverage (the LCRLF program requires a minimum of \$5 million in general liability and professional liability)
- j) Resumes of principals-in-charge, senior managers and key personnel

2. Development Team Members

The following information is required for each development team member. Team members are defined to include all architects, general contractors, development consultants, project managers, construction management agents, engineers (civil or structural), other attorneys, and environmental insurance brokers, or individuals involved in the project. The LCBRA may request similar information, at their discretion, from other entities involved in the project.

- a) Name of Firm
- b) Phone Number, Email address and Mailing Address
- c) Primary Contact
- d) Description of experience on similar projects
- e) Brief description of work to be performed by each Team Member

LEELANAU COUNTY

VII. LAND BANK FAST TRACK AUTHORITY

LEELANAU COUNTY LAND BANK FAST TRACK AUTHORITY (LCLBA)

The acquisition and disposition of properties, owned and managed by the Leelanau County Land Bank Fast Track Authority (LCLBA) is in accordance with the Land Bank Fast Track Act, 2003 PA 258 (the “Act”) and the general policies and procedures contained herein. The Authority may amend these policies and procedures from time to time by resolution of the Board of Directors of the Authority (the “Authority Board”). The acquisition, use, maintenance and disposition of properties will be in accordance with the law and according to the bylaws of the Authority.

The purpose of the Authority is to assemble or dispose of public property, including tax reverted property, in a coordinated manner to foster the development of property, which in the judgment of the Authority Board should contribute to public good, and/or to promote economic growth in Leelanau County and in the local units of government within the county. As an owner of property in the county, the Authority, within budgetary constraints, will make all reasonable efforts to:

1. maintain its property,
2. prevent the property from being a blighting influence,
3. prevent the property from being a danger, and
4. return the property to productive use consistent with the plans and goals of the community.

A. ACQUISITION OF PROPERTY

The following criteria shall be considered in determining property to be acquired by the Authority, to facilitate development, in conjunction with the acquisition of property, to carry out the purpose of the Authority or to enhance the operation and function of the Authority:

1. Property which is strategic to implementing an economic development, neighborhood stabilization or revitalization plan or strategy undertaken by the Authority.
2. Property which is strategic to implementing an economic development, neighborhood stabilization or revitalization plan or strategy undertaken by a local government entity pursuant to an intergovernmental agreement with the Authority.

3. Property which is strategic to implementing an economic development, neighborhood stabilization or revitalization plan or strategy undertaken by a nonprofit corporation pursuant to a community or neighborhood plan approved by the local political jurisdiction.
4. Property necessary to complete a land assembly project to enhance the marketability of or to protect property already held by the Authority.
5. Property that promotes health, safety and welfare.
6. Property that will generate financial resources for the operation and function of the Authority.

The Authority may acquire property as permitted by law. In determining the nature and extent of property to be acquired, the Authority shall consider the value of the property, the financial resources available for acquisition, the capacity of the Authority to own and manage the property, and the projected length of time required to convey or utilize the property for the purpose intended by the Authority in acquiring the property. All acquisitions shall require the approval of the Authority Board.

B. POLICIES GOVERNING THE ACQUISITION OF NON TAX-FORECLOSED PROPERTIES

The Land Bank Fast Track Act, 2003 PA 258, MCL 124.755 et seq allows for the direct purchase of property. While the foundation of the Land Bank is property acquired through the tax foreclosure process, there will be opportunities for direct purchase of mortgage foreclosed, redevelopment project, and other properties that represent the mission of the Land Bank.

Policies and Procedures to carry out these Priorities are:

1. Accumulate property information including assessment data, map location, photos, code violation information and other pertinent information regarding the property.
2. Personal inspection of the interior/exterior of the property.
3. Contact the local jurisdiction and receive a written evaluation of the property relative to their community/neighborhood plan.
4. Conduct a rehabilitation evaluation including a cost analysis estimate or a vacant land redevelopment analysis.
5. Request a rehabilitation/redevelopment appraisal or market value estimate from professional service staff.

6. Professional staff will prepare a financial and policy analysis, and present the information to the chairman or executive director to establish purchase price and approval. If board approval is required, professional staff will prepare a Resolution and Resolution Staff Review Form for presentation to the board.
7. If purchase price is over \$100,000, LCLBA board approval is required.
8. All commercial property acquisition requires LCLBA board approval.

C. DISPOSITION OF PROPERTY

1. Conveyances.

The following apply to the conveyance of property:

1. Real property conveyances by the Authority will be made directly by the Authority to the individual or entity responsible for undertaking the proposed development and in accordance with its stated use of the property.
2. The Authority will not convey real property to an individual or entity for future speculative conveyances to third parties. However, simultaneous closings involving property of the Authority may occur.
3. Conveyance(s) will be made at the sole discretion of the Authority.
4. The consideration received by the Authority for any conveyance will be determined in the sole discretion of the Authority.

The Authority is entitled to receive the taxes on properties pursuant to statute. To ensure the Authority receives the tax to which it is entitled, it will annually provide notice to the local taxing authority of all property conveyed by it within the local taxing authority's jurisdiction.

2. Property Specific Criteria.

The following criteria will be considered to determine property that will be conveyed by the Authority:

1. to facilitate development pursuant to 2003 PA 258,
2. to better carry out the purpose of the Authority, or
3. to enhance the operation and function of the Authority.

The Authority will consider the following factors in pricing and conveying property:

1. The proposed use of the property with emphasis on returning the property to taxable status or conveyance, which in the judgment of the Authority Board contributes to public good.

2. Development which results in preserving and rehabilitating neighborhoods, promoting affordable homeownership and multiple family housing, as well as facilitating economic development and creating jobs.
3. The feasibility of the proposed development including financial resources, time frame for completion, site suitability including, but not limited to, size, location, land use, environmental issues, and infrastructure requirements.
4. The stability, ability, financial resources, nature, identity and capacity of the proposed purchaser including development experience and readiness to commence and complete development.
5. The potential impact of the conveyance on community and neighborhood plans approved by the local unit of government(s) with emphasis on preserving, stabilizing and restoring neighborhoods, improving and modernizing commercial and industrial areas, remediating environmental issues and/or promoting compatible uses of land.
6. The potential for the conveyance to generate proceeds to support and enhance the operation and function of the Authority.

The Authority may convey any property in its inventory in its sole discretion and establish disposition programs, including programs designed for specific areas.

D. MARKETING AGREEMENTS WITH LOCAL UNITS OF GOVERNMENT

The Authority may enter into Marketing Agreements with local units of government which provide for the following:

1. The sharing of information on a continuing basis to identify the parcels of property within a specific geographical area that are owned by the Authority.
2. The ability of the Authority and local units of government to solicit, receive and evaluate requests and proposals for the conveyance of property held by either the Authority or by a local unit of government.
3. The ability of the Authority and the local unit of government to prepare recommendation packages for conveyance including information on the proposed purchaser, the proposed use of the property, and the consideration.
4. Any notice requirements by the Authority and by the local unit of government to each other of the proposed conveyance of any property.

Note: Marketing Agreements will provide that the party holding legal title of the property to be conveyed will make final approval of the conveyance. The Executive Director of the

Authority may execute marketing agreements consistent with this policy.

E. FORMS

The forms that the Authority uses to convey an interest in property include but are not limited to a quitclaim deed, a lease, a land contract and a grant of easement, as authorized by law.

F. TERMS TO BE CONSIDERED

The following terms will be used to establish the consideration to be received by the Authority for the conveyance of real property.

1. It is presumed that the minimum monetary consideration will be no less than the Property Cost. "Property Cost" means the direct and indirect costs and expenses attributable to the property including, but not limited to, cost allocation for overhead, costs of acquisition, maintenance, repair, demolition, marketing and litigation to quiet title.
2. The fair market value of the property will be established by an appraisal or other market valuation as determined by the Authority.
3. The costs of the appraisal will be borne by the purchaser.

The Authority, in its sole discretion, will determine the consideration and terms of conveyance.

G. REQUIREMENTS OF CONVEYANCE

The following requirements apply for conveyance:

1. The conveyance of property will be only by Quit Claim Deed.
2. The Authority, in its sole discretion, will determine all other terms and conditions of the conveyance.

H. USE

Prior to conveying the property, the range of uses that will be considered (which are not in any particular order of importance) include, but are not limited to the following:

1. Dedication to public use by a governmental entity.
2. Homeownership and affordable housing.
3. Return of the property to taxable status.
4. Land assemblage for economic development.
5. Provision for financial resources for operating functions of the Authority.

6. Green space or conservation purposes.
7. Elimination of blight.
8. Uses for childcare.
9. Dedication to use by a social, educational or faith based institution.
10. Recreation centers.
11. Agricultural uses.

I. ADJACENT LOT DISPOSITION PROGRAM

Property may be conveyed to an adjacent property owner in the Authority's sole discretion.

J. QUALIFIED PROPERTY

Property eligible for inclusion in the Adjacent Lot Disposition Program must meet the following minimum criteria:

1. The Property is used for residential purposes, and has a common boundary line with the Purchaser's property.
2. The Property is not buildable according to current zoning and building codes.
3. The Property is not part of a proposed plan or development supported by the local unit of government requiring land assembly.

K. PURCHASER(S)

To convey property to Purchaser(s), the Authority will determine the following:

1. Purchaser(s) own a contiguous property.
2. When more than one adjacent property owner exists and each wants the same adjacent Property, the Property may be conveyed in whole or divided and conveyed at the discretion of the Authority. The Authority staff may contact adjacent property owners to ascertain interest in the Property.
3. Purchaser(s) has submitted a completed application to the Authority indicating the address(es) of the Properties to be purchased.
4. Purchaser(s) has submitted any financial information requested by the Authority.
5. Purchaser(s) has submitted any other information requested by the Authority.

L. CONSIDERATION

Property conveyed through the Adjacent Lot Disposition Program will have the consideration determined by the Authority, in its sole discretion.

M. APPLICATION PROCESS

1. Application from an Individual.

For Individual Purchasers, other than those applying for property offered through the Adjacent Lot Program, the Authority will consider a completed application from Individual Purchaser(s), which includes, but is not limited to the following:

- a) The address(es), legal description(s), and recent photos of the property to be purchased.
- b) The proposed development and/or use of the property.
- c) The time frame for rehabilitation, improvement or development.
- d) Financial documentation, which includes but is not limited to a Pre-Qualification Letter from a Lender (if financing the transaction).
- e) Proof of personal identification by an official state or federal document.

2. Applications from Organizations.

For Organizations, including but not limited to, nonprofit corporations, partnerships, institutions, community groups, limited liability corporations, and joint ventures, the Authority will consider a completed application from Organizations, which includes, but is not limited to the following:

- a) The address(es), legal description(s), and recent photos of the property to be purchased.
- b) The proposed development and/or use of the property.
- c) Names of key individuals on the Development Team.
- d) The time frame for rehabilitation, improvement or development.
- e) Financial documentation, which includes but is not limited to a Pre-Qualification Letter from a Lender (if financing the transaction).

3. Authority Review.

The Authority staff will attempt, within ninety (90) days of receiving a completed application, to complete a review of the application. After review, the Authority staff will notify the applicant of the determination or request additional information.

N. CONVEYANCES REQUIRING BOARD APPROVAL AND EXECUTIVE DIRECTOR AUTHORITY

1. Conveyances Requiring Board Approval.

The Authority Board must approve all conveyances which are exceptions to these policies and procedures, which include, but are not limited to the following:

- a) Any conveyance for which the ultimate use of the property will result in an exemption from property taxes.
- b) Conveyances for projects containing greater than fifteen (15) parcels.
- c) Conveyances involving transactions greater than \$150,000 in value.

2. Executive Director Authority.

The Executive Director of the Authority may enter into agreements to finalize property transactions and execute conveyances on behalf of the Authority regarding the following:

- a) Conveyances issued pursuant to the Adjacent Lot Disposition Program.
- b) Conveyances of fifteen (15) parcels or less, unless to a single purchaser during the Authority's fiscal year.
- c) Conveyances approved by the Authority Board.

Any transaction not specifically authorized shall require Authority Board approval. Other restrictions notwithstanding, the Executive Director may contract for demolition of a structure on Authority owned property provided that the demolition contract is less than \$50,000.00, and the contract complies with applicable procurement requirements.

The Executive Director may enter into a Temporary License or an Agreement & Consent To Enter State-Owned Property as determined by the Executive Director to be in the best interest of the Authority.

3. Reporting Requirement.

All conveyances entered into by the Executive Director will be reported in writing to the LCLBA Board at the next LCLBA Board meeting.

O. PUBLIC HEARING PROCEDURES

Public bodies are sometimes required by state law to hold public hearings so it is important to know and follow proper hearing procedures. While following proper hearing procedures may not eliminate litigation over the issues addressed in hearings, it will help prevent having the decisions made overturned by the courts on procedural grounds. Following proper procedures also helps insure that public hearings are conducted fairly.

1. Public hearing vs. public meeting

A public meeting generally occurs whenever a quorum of a public body, and sometimes less than a quorum, meets together and deals in any way with the business of that body. Public meetings, whether regular or special meetings, are governed by the procedures of the Open Public Meetings Act. Although the public often is allowed to participate in regular or special meetings, public participation is not required by state law. Two basic legal requirements of a public meeting are that the public be notified and be allowed to attend.

A public hearing is also a public meeting, but the main purpose of most public hearings is to obtain public testimony or comment. A public hearing may occur as part of a regular or special meeting, or it may be the sole purpose of a special meeting, with no other matters addressed.

A public hearing is required only when a specific statute requires one. Of course, a local government may hold a public hearing in other instances, such as when it desires public input on a sensitive or controversial policy issue.

2. General Rules

- a) The Chair must recognize all speakers
- b) Speaker must give their name and address
- c) Speakers may be asked to observe a time limit
- d) The chair may interrupt the speaker at any time
- e) The Chair may interrupt comments, which are repetitive or irrelevant. Relevant comments are those which pertain to the criteria for decision making.

3. The Hearing Procedure

- a) Chair opens the public hearing and:
 - 1) Introduces the application and asks if the hearing has been properly noticed
 - 2) Asks if any members have had an **ex-parte contact** or have a **conflict of interest**, or have **made a previous public statement**, which in fact or in appearance

impacts their ability to render an impartial decision.

- b) Chair asks the applicant to explain the application and why it should be approved
- c) Chair asks for comments in support of the application
- d) Chair asks for comments in opposition of the application
- e) Chair asks if any written comments have been received concerning the application
- f) Chair asks the applicant for any rebuttal comments
- g) Chair closes the public hearing.

3. Authority Board deliberates: No additional public comments are permitted.

Chair asks if the board members have any questions. Board members may question anyone who has spoken or submitted information during the hearing.

4. Action: A majority roll call vote is required for a decision.

- a) A motion will be made to approve, approve with conditions, deny, or table the request.
- b) The recommendation is based upon the information presented at the public hearing, with the burden of proof on the applicant to show that the criteria for approval are met.

APPENDICIES

APPENDIX A: POLICY CHANGES/ADDITIONS

LEELANAU COUNTY POLICY MANUAL

Policy Manual

Policy Changes/Additions

Proposals to change existing County policy or add a new policy may be submitted by any individual provided such proposals:

- a) are in writing; or are proposed by a Commissioner during a Board of Commissioners' meeting;
- b) outline the proposed changes/additions either in literal or conceptual terms;
- c) contain rationale supporting the proposed change/addition;
- d) are signed by the individual proposing policy changes/additions (if proposed by other than a Commissioner during a Board meeting).

All such proposals submitted shall be referred to the Executive Committee for consideration, review and possible recommendation to the full Board of Commissioners. When a proposed policy change/addition is received by the Executive Committee, it will, as soon as possible, be referred for analysis and report to corporate counsel (if recommended by the Executive Committee) and the Administrator.

Corporate counsel, in conducting an analysis, shall determine if the proposed policy change/addition is within the authority of the Board of Commissioners to enact; and shall also advise of the general extent of any discretionary legal authority of the Board in the general topic area of the proposed policy change/addition,

The Administrator, in conducting an analysis, will review the proposed change/addition to determine the probable long and short-term impacts, both positive and negative, on County finances and operations, if the proposed change/addition is enacted.

Both corporate counsel (if consulted) and the Administrator shall prepare and submit, to the Executive Committee, a report that details the results of their respective reviews and any concerns or recommendations they may have. Said reports may recommend adoption or non-adoption. If adoption is recommended, the reports may contain proposed revised language to be considered by the Executive Committee. Upon receipt and consideration of the reports by corporate counsel (if consulted) and the Administrator, the Executive Committee shall take the proposed policy change/addition under consideration.

Policy on Policy Changes / Additions
Adopted: June 17, 2003
Page 1 of 2

If the Executive Committee wishes to proceed further with the proposed policy change/addition, it may direct the Administrator to prepare a "circulation draft" of the proposed policy based on the original proposal, the reports received and/or the policy directives of the Executive Committee. Said "circulation draft" shall be circulated to all Departments/Budgetary Units soliciting their written review and comments. All written comments received shall be provided to the Executive Committee for its consideration.

The Executive Committee may then:

- a) Recommend the "circulation draft" to the Board for adoption;
- b) Recommend an alternate policy proposal to the Board of Commissioners for adoption;
- c) Formulate and distribute a revised "circulation draft" soliciting comments.

The Executive Committee may, after the initial reports/circulation draft cycle, repeat the review and comment cycle as many or as few times as it deems appropriate in its legislative judgment. Upon recommendation and adoption of a new or revised policy, said new or revised policy shall be distributed by the Board of Commissioners' office with suitable administrative notice to all County Departments/ Budgetary Units.

APPENDIX B: CONFLICT OF INTEREST POLICY

LEELANAU COUNTY

LEELANAU COUNTY
CONFLICT OF INTEREST POLICY

This Conflict of Interest Policy shall apply to the Leelanau County Board of Commissioners and members of County Committees, Commissions and Boards who are appointed by the Leelanau County Board of Commissioners ("public servants.") Each individual subject to this policy shall receive a copy and acknowledge in writing that he/she understands and agrees to the provisions herein. Elected countywide officials are hereby requested to comply with this Conflict of Interest Policy.

As members and participants in county government, one must be diligent in avoiding unethical conduct and/or conflicts of interest. Every action and vote taken must not be affected by personal gain.

This policy is intended to supplement existing Michigan State law dealing with unethical conduct and/or conflicts of interest by county commissioners and other members of county government. In addition to this policy, public servants are bound by all state laws concerning these topics, including but not limited to MCL 15.181 et. seq., the Incompatible Public Offices Act, MCL 15.321 et. seq., the Contracts of Public Servants with Public Entities Act and MCL 46.30, dealing with contracts entered into by county commissioners.

It is unethical to knowingly engage in activities which create conflict of interest for a public servant. A conflict of interest occurs when the personal interest of a public servant places him/her in a position where he/she cannot execute his/her public duties without affecting his/her private interests. Leelanau County Commissioners and others covered by this policy shall never use any County information coming to him/her in the performance of governmental duties for the purpose of making a private profit.

This policy's prohibition of seeking personal profit, gain or other benefits extends to profits sought by or received by the public servant's immediate family.

Those covered by this policy shall not dispense special favors or privileges, and never accept for him or herself or his/her immediate family, personal favors or benefits under circumstances which might be construed by a reasonable person as influencing the performance of his or her governmental duties.

It is the duty of all individuals subject to this policy to expose unethical conduct and conflicts of interest within Leelanau County government.

A clear example of a conflict of interest occurs when a public servant openly advocates the approval and funding for a program, which would result in a benefit to the public servant. More subtle examples of prohibited conflicts of interest are:

Adopted by the Leelanau County Board of Commissioners June 21, 2005
Reviewed and approved January 3, 2007

- a) An individual participates in the discussion and/or votes for approval of special contracts/grants for a family member (remedy is abstention.)
- b) An individual, with an organization which provides him/her with additional income advocates for or on behalf of that organization with the County (remedy is no advocacy.)
- c) An individual participates in the discussion and/or votes on a rezoning, land purchase, road or facility improvement, or similar change that could be of direct personal benefit to him/her (remedy is abstention.)
- d) A political contribution is solicited, accepted, or retained when the recipient believes it was made in expectation that it would influence the award of County business.

Persons believing a violation of the ethics policy may have occurred may report it in writing addressed to the Chairperson of the Board of Commissioners, or if the allegation is against the Chairperson to the Vice-Chairperson. Such complaints shall be investigated as determined by the Board of Commissioners.

Violation of this policy may result in the adoption of a Resolution of Censure by the Leelanau County Board of Commissioners or other appropriate action.

Adopted by the Leelanau County Board of Commissioners June 21, 2005
Reviewed and approved January 3, 2007

Conflict of Interest Policy

Acknowledgement

The undersigned appointed member of Leelanau County Boards and Commissions hereby acknowledges that he/she has received a copy of the Conflict of Interest Policy.

The undersigned also understands that he/she is bound by the policies and procedures described in this policy.

Member

Dated: _____

Please return to the following address:
Leelanau County Administration
8527 E. Government Center Drive
Suttons Bay, Michigan 49682

Adopted by the Leelanau County Board of Commissioners June 21, 2005
Reviewed and approved January 3, 2007

APPENDIX C: FIXED ASSET DISPOSAL POLICY

LEELANAU COUNTY

RESOLUTION #99 -20

LEELANAU COUNTY FIXED ASSET DISPOSAL POLICY

Whereas the Leelanau County Treasurer, Leelanau County Clerk, and Leelanau Board of County Commissioners have received information recommending asset disposal policies from the Leelanau County Administrator, and

Whereas the Leelanau County Treasurer, Leelanau County Clerk, and Leelanau County Administrator, all recognize that the Leelanau Board of County Commissioners shall approve "the disposal of county fixed assets, and

Whereas the County Administrator recommends to the Leelanau Board of County Commissioners that county fixed assets with a current individual value of \$500.00 or less, may be disposed of after recommendation by the department head and upon approval of the County Administrator, and fixed assets valued at over \$500.00 requires the notification to and approval by the Leelanau Board of County Commissioners in order to be disposed. All disposals require the County Administrator to notify the County Clerk and the County Treasurer of such disposals and to supply them with the appropriate documentation as required to note the disposed items and manner and method of disposal, and

Whereas, the County Administrator recommends that the disposal of fixed assets over \$500.00 value should be by trade-in, special auction, or be competitive sealed quotations under the direction of the County Administrator, and items under \$500.00 may be disposed of by whatever method is most fiscally responsible.

Now, therefore, be it resolved by the Leelanau County Board of County Commissioners that the County fixed asset disposal policy be adopted as recommended. This policy to be effective retroactive to July 1, 1999.

LEELANAU COUNTY

POLICY BRIEF

Request for Disposal of Fixed Assets

Who may request disposal of a fixed asset

- Department Heads or authorized employees.

Why you should dispose of a fixed asset

- When the asset has become outdated or can no longer be used by the Department.
- A trade-in for an up-to-date asset.

When you should request a disposal of a fixed asset

- As soon as the Department Head determines that the asset is not needed in the department.

How to request for a disposal of a fixed asset

- A fixed asset disposal request form must be filled out completely.
- For a fixed asset valued up to \$500.00, the County Administrator must approve the disposal.
- For a fixed asset valued over \$500.00, the County Board of Commissioners must approve the disposal.
- Once the appropriate approval has been made, the form must be filed with the accounting department.
- For items over \$500.00, disposal of the fixed asset must be by trade-in, annual auction or by competitive bid under the direction of the County Administrator.
- For items under \$500.00 in value, the County Administrator will determine the method of disposal based upon fiscal appropriateness.

APPENDIX D: FREEDOM OF INFORMATION ACT

LEELANAU COUNTY

FREEDOM OF INFORMATION ACT

The Freedom of Information Act (FOIA) is the Federal law that provides access to public records, except for certain types of records protected from disclosure under the Act. The law applies only to records in existence at the time of a FOIA request. Any U.S. citizen, foreign national, foreign government, state government, partnership, corporation, or association may make a FOIA request. Requests must be submitted in writing either by regular mail, or by facsimile. If sent by regular mail, your letter and envelope should clearly be marked "FOIA Request," and should be addressed to:

Ms. Trudy Galla, Director
Leelanau County Brownfield Redevelopment Authority
8527 E. Government Center Drive
Suttons Bay, Michigan 49682

If sent by facsimile, the cover sheet should clearly be marked "FOIA Request," and should be sent to: 231-256-0174.

There are certain steps you can take to assist the county in responding more quickly to your request. To help the county process your request more efficiently:

- Make sure you are as specific as possible in describing the information you seek and include, whenever possible, the date, title or name, author, or subject matter of the record you are requesting.
- If your request is very broad (e.g., you are asking for records spanning a period of years), the time needed to answer your request will likely be longer than if you reduce the scope of the request.
- The FOIA does not require an agency to create records to comply with a request.

The FOIA regulations permit us to recover some of the direct costs of providing information to FOIA requesters. You should also be aware that making a FOIA request will be considered to be an agreement by you to pay all fees chargeable under the FOIA, up to and including \$25.00, unless you ask for and receive a waiver of fees. The LCBRA and the LCLBA may charge a fee for document search, review and reproduction based on the category of requester.

Fee categories are as follows:

1. commercial use requests – requests for information from an individual or entity seeking information to further the commercial, trade, or profit interests of the requester;

2. requests from educational and non-commercial scientific institutions and the news media; and
3. all other requesters.

Search fees will be charged to all requesters, except educational institutions, non-commercial scientific institutions and news media requesters. Commercial requesters will also be charged fees for review of requested documents to determine whether all or any portion of a document is exempt from disclosure.

Non-commercial requesters will receive the first 100 pages of duplication (or the cost equivalent) and the first two hours of search (or the cost equivalent) free of charge. After 100 pages, a fee of \$.25 per page will be charged for duplication. Duplication of large format pages will be charged at the actual cost of reproduction.

If your request for records is denied, and you believe there is a legal reason that they should have been disclosed, you may appeal the decision administratively. The FOIA requires that requesters be notified of their right to appeal a decision denying access to records in response to a FOIA request.

The Leelanau County Enhanced Access to Records Policy follows.

LEELANAU COUNTY ENHANCED ACCESS TO RECORDS POLICY

Adopted by the Leelanau County Board of Commissioners at their regular meeting held Tuesday, November 21, 2000. Amended October 8, 2002 and October 10, 2006.

1. **PURPOSE:** This policy is established pursuant to the authority of the Enhanced Access to Public Records Act, 1996 PA 462. The policy is intended to outline procedures for providing certain records to the public and establishing a fee for such records as allowable by law.
2. **AUTHORITY:** Leelanau County Board of Commissioners.
3. **APPLICATION:** This policy applies to all departments, elected official offices, and agencies of Leelanau County government.
4. **RESPONSIBILITY:** County elected officials, department head, agencies, boards, commissions and councils legally responsible for the creation, preparation, ownership, custody, control, maintenance, preservation, guardianship, retention, possession or use of a public record shall select which records may be made public through enhanced access.
5. **DEFINITION(S):**
 - a. "Enhanced access" means a public record's availability for public inspection, purchase or copying by digital means. Enhanced access does not include the transfer of ownership of a public record.
 - b. "Geographical Information System" means an informational unit or network capable of producing customized maps based upon a digital representation of geographical data.
 - c. "Person" means that term as defined in Section 2 of the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being section 15.232 of the Michigan Compiled Laws.
 - d. "Public Body" means that term as defined in section 2 of the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being section 15.232 of the Michigan Compiled Laws.
 - e. "Public Record" means that term as defined in Section 2 of the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being section 15.232 of the Michigan Compiled Laws.

- f. "Software" means that term as defined in Section 2 of the Enhanced Access to Public Records Act, Act No. 462 of the Public Acts of 1996, being section 15.442 of the Michigan Compiled Laws.
- g. "Reasonable Fee" means a charge calculated to enable Leelanau County to recover only those operating expenses directly related to the public body's provision of enhanced access.
- h. "Operating Expenses" includes, but is not limited to, Leelanau County's direct cost of creating, compiling, storing, maintaining, processing, upgrading or enhancing information or data in a form available for enhanced access, including the cost of computer hardware and software, system's development, employee time and the actual cost of supplying the information or record in the form requested by the purchaser.

6. POLICY:

a. Authorization

- (1) Pursuant to Act No. 462 of the Public Acts of 1996, all Leelanau County public bodies may provide enhanced access for the inspection, copying, or purchasing of a public record that is not confidential or otherwise exempt by law from full disclosure.
- (2) This policy does not require a public body to provide enhanced access to any specific public record.
- (3) This policy does not limit the inspection and copying of a public record pursuant to the Freedom of Information Act.
- (4) Principles and policies to be considered in determining which public records shall be made available through enhanced access include, but are not limited to the following:
 - a) Management principles applied to information resources should be the same as those applied to other governmental resources.
 - b) Elected officials, department heads, agencies, boards, commissions, councils and other county public bodies legally responsible for the creation, preparation, ownership, custody, control, maintenance, preservation, guardianship, retention, possession or use of a public record have the responsibility, authority and accountability for the management of public record information.

- c) Information resource investments must be driven by legal, programmatic and governmental requirements.
- d) Leelanau County government, in trust for the people of Leelanau County, has a duty to ensure ownership of information products and county created intellectual property is protected and maintained.

b. Fees

- (1) It is the policy of Leelanau County to charge a reasonable fee for providing enhanced access to a public record. It is not the intent of this policy to sell actual data maintained as public records, rather it is intended as a reasonable method to recovering costs for providing enhanced records access to the data in the various forms available through technological enhancements, i.e., online access via the internet, direct dial-in service to a county computer, server, etc., magnetic disc, magnetic tape, paper products and labels generated by computerized means.
 - (2) Except as otherwise provided by act or statute, the Leelanau County Administrator's Office shall establish a proposed reasonable fee(s) approved by the Board of Commissioners for enhanced access to a public record or for access to any proposed Geographical Information System (GIS) or the output from a GIS. The proposed fee(s) shall be presented to and approved by the Board of Commissioners before they shall become effective.
 - (3) Except as otherwise provided by law or this policy, all persons shall be charged the reasonable fees approved by the Board of Commissioners for enhanced access to a GIS or the output from a GIS.
 - (4) Leelanau County may furnish access or enhanced access without a charge or at a reduced charge if in the county's determination a waiver or reduction of the fee is in the public interest because access or enhanced access can be considered as primarily benefiting the general public. Examples of such instances might include, but are not limited to:
 - (a) The information is critical to public health or safety.
 - (b) The information is required for non-profit research purposes such as academic or public interest research.
 - (c) The information is required to meet legal, programmatic or governmental objectives.
-

- (d) The information explains the rights, entitlements and/or obligations of individuals.
 - (e) The cost of administering the fees would exceed the revenue to be collected.
 - (f) The reasonable fee established would have a serious detrimental impact on the financial position of particular groups or classes of users.
 - (g) The reasonable fee established would limit the number of users enough to compromise achieving program or other governmental objectives.
- (5) Waiver or fee reductions for enhanced access to public records shall be decided by the elected official, department head, agency, board, commission, council, or other county public body legally responsible for the creation, preparation, ownership, custody, control, maintenance, preservation, guardianship, retention, possession or use of the public record(s) in question.
- (6) An individual elected or appointed to a board of the County shall not have an ownership interest in or accept compensation from a person who sells information that is obtained from a public record of the County.

c. Disclaimer

- (1) Recipients of access or enhanced access receive all information "as is." Leelanau County, its officers, officials, employees, agents, volunteers, contractors, or its public bodies make no warranties of any kind, including but not limited to warranties of accuracy, fitness for a particular purpose or of a recipient's right of use. Recipients are solely responsible for investigating, litigating and settling such complaints that may arise regarding the data accessed, including the payment of any damages or costs, unless the Leelanau County Board of Commissioners, by resolution agree to participate in the process at the county's expense.
- (2) Unless authorized by resolution of the Leelanau County Board of Commissioners, no other officer, employee, agent, volunteer, contractor or other person or public body may make any representation or warranty on behalf of Leelanau County, or one of its public bodies.
- (3) Information from a GIS, or the output of a GIS, which is obtained for a fee through enhanced access, shall not, in any way, be transmitted, distributed or sold to any third party, without the express written consent of the Leelanau County Board of Commissioners.

APPENDIX E: TRAVEL POLICY

LEELANAU COUNTY

LEELANAU COUNTY
BOARD POLICY STATEMENT

GENERAL SUBJECT: Administration

Policy No. 5

SPECIFIC SUBJECT: Travel Policy

Date Issued 05/21/02

Effective Date 05/22/02

Amended Date 08/17/10

Amended Date 07/19/11

APPLIES TO: All Leelanau County employees and officials.

PURPOSE:

To provide a written policy for standard travel regulations for County employees and officials.

SECTION I – GENERAL PROVISIONS:

1. These regulations shall govern all persons engaged in official travel for Leelanau County and submitting travel vouchers to the County for reimbursement.
2. Compliance with these regulations is the responsibility of each employee and department head. The County reserves the right to question any travel voucher that appears to violate the intent of these regulations.
3. All travel, other than routine local travel, shall be authorized and approved by the department head, elected official, or County Administrator prior to departure. Such approval shall be in writing. Sufficient appropriately budgeted funds must be available to support authorized travel. The County will reimburse reasonable expenses associated with out-of-town travel in connection with County business. Distance, weather and the timing of the program/meeting will guide whether a department head, elected official, or the County Administrator approves overnight travel.
4. Travel for County business is provided at the expense of the taxpayer. Employees should never consider business travel an opportunity to “treat” themselves or take advantage of luxuries through the use of expense reimbursement. Employees traveling on official County business are expected to exercise care in incurring expenses. Under no circumstances will expenses of a personal nature be included in a charge against public funds.

5. County-related travel shall require the submission of receipts, except in extenuating circumstances that have approval of the County Administrator for employees to be eligible for expense reimbursement. The County reserves the right to reject any request for reimbursement not deemed directly related to County business. Generally, recognized credit card invoices will be acceptable as evidence of payment
6. The County will not reimburse any expense, including conference, meal, travel and other related costs, for spouses, family members or guests to accompany an employee on business travel except for the benefit of the County and with prior County approval.
7. Travel advances will be utilized to facilitate travel by County personnel on authorized County business when approved in writing by the department head or County Administrator.

SECTION II – GENERAL PROCEDURES:

1. Travel requests shall be approved by the supervising department head, elected official, or County Administrator, as appropriate.
2. A Request for Travel Advance must be approval by the department head and submitted to the Accounting Department at least seven (7) days prior to the anticipated departure date. This requirement may be waived by the County Administrator for unavoidable or emergency circumstances. All expenses must be accounted for with receipts and any excess funds will be returned to the County Treasurer's office on the first workday following the employee's return. No County employee shall be approved for a travel advance unless all prior advances have been settled.
3. Authorization for out-of-state travel can be granted by the County Administrator provided that said travel has been identified and approved during the budget process. Out-of-State travel that has not been approved as a part of the budget process, except in cases of emergency or extraditions, must be approved by the Board of Commissioners, upon the recommendation of the County Administrator.

SECTION III – AUTHORIZATION/REQUEST FOR CASH ADVANCE:

1. Cash advance of funds for estimated expenses may be obtained with prior approval. A Request for Travel Advance must be approval by the department head and submitted to the Accounting Department at least seven (7) days prior to the anticipated departure date. This requirement may be waived by the County Administrator for unavoidable or emergency circumstances. All expenses must be accounted for with receipts and any excess funds will be returned to the County Treasurer's office on the first workday following the employee's return. No County employee shall be approved for a travel advance unless all prior advances have been settled.

SECTION IV – TRAVEL EXPENSE VOUCHER:

1. In order to receive reimbursement, an employee shall complete a Travel Expense Voucher and submit it to the Accounting Department for processing. A Travel Expense Voucher is to be used for reimbursement of any/all expenses involving meals, mileage, lodging, and/or other miscellaneous travel expenses.
2. The expense of only one employee shall be included on any single expense voucher, except for an employee working in a custodial capacity that is responsible for and pays the expenses incurred on behalf of others. The names of the other individuals must be shown on the expense voucher.
3. Expense vouchers must be filed by the end of each calendar year quarter (March 30, June 30, September 30, and December 31). Vouchers submitted after the end of the quarter shall be rejected. This requirement may be waived by the County Administrator for unavoidable or emergency circumstances. Vouchers must be submitted to the department head for reimbursement authorization and processing through the Accounting Department.
4. Pursuant to these regulations, supporting receipts/documentation must be attached for all items for which reimbursement is sought.
5. Expense vouchers that are illegible, lacking documentation, or otherwise incomplete will be returned for clarification and/or correction.
6. Expenses claimed for mileage, lodging, meals, and other expenses must be itemized and detailed by day.

SECTION V – TRANSPORTATION:

1. Employees requiring air travel should make travel arrangements with proper advance notice to obtain the most competitive fares. Arrangements for air transportation may be made through a travel agent, if appropriate. The expense of traveling by public carrier shall be based on actual cost. Reimbursement for air travel shall not exceed coach rates.
2. Use of County vehicles for travel by departments with assigned vehicle fleets is required unless other arrangements have been approved in advance or operational circumstances warrant use of personal vehicles.
3. Ride sharing is required for employees traveling to the same destination unless other arrangements have been approved in advance. When two or more employees travel in the same vehicle, mileage allowance will be paid to the operator of the vehicle only.
4. Employees using their personal vehicles for County business shall be reimbursed at the approved County rate for mileage. To be eligible for mileage reimbursement, the employee

must submit a mileage voucher detailing the total number of miles actually driven, excluding any unnecessary or personal side trips, and it must be submitted to their department head or the County Administrator for verification and approval to authorize payment.

5. Necessary travel-related costs, such as parking, tolls, valet parking, taxi/shuttle service, etc., may also be reimbursed. Receipts for these expenses are required to be submitted. A detailed account of all such travel-related expenses shall be submitted in an employee's Travel Voucher.

SECTION VI – LODGING, MEALS, OTHER EXPENSES:

1. The costs for lodging during travel shall be reimbursed at conference rates or for accommodations reasonable to the trip. The County is a tax-exempt entity. As many hotels/motels offer a government rate, employees are required to use this rate, if available, but employees should always seek the most competitive rate for lodging. Any employee authorized for overnight lodging shall obtain a Tax Exempt Certificate prior to departure.
2. Employees are encouraged to have the County pay any lodging reservations in advance. The County will not cover costs for suites or upscale special rooms. Room sharing is encouraged where appropriate.
3. Employees should observe check-out hours in order to avoid an extra day charge.
4. County employees engaged in official travel will be provided daily subsistence and lodging allowances as follows:¹
 - Lodging: Up to \$120.00/day
 - Meals: Up to \$55.00/day

All allowances in this policy may be periodically adjusted to comply with the most current IRS standards.

5. Machine printed receipts for lodging expenses are required. Where a place of lodging does not customarily issue a machine printed receipt, the receipt ordinarily issued to a guest will be acceptable provided it shows the name of the facility, street address and city or town.
6. Reasonable meal expenses, including tips and incidentals, will be reimbursed provided that receipts are submitted. All incidental meal expenses, such as convenience store snacks or fountain soda, shall require the submission of receipts to be eligible for reimbursement. Items purchased from vending machines shall not be eligible for reimbursement. Under no circumstances will the County reimburse for alcoholic beverages.

¹ All rates updated to 2010 costs and adjusted for inflation.

7. Gratuities may be reimbursed not to exceed 15% and only when actually paid or added to charge and reflected on receipt.
8. Persons required to attend pre-arranged meetings or in-service training events held in Leelanau County may be reimbursed for meal expenses in connection with such meetings. The employee/official must be representing the County at these meetings, and it must be established that it was not practical for the person to return to his/her residence for the meal.

SECTION VII – MISCELLANEOUS EXPENSES:

1. Miscellaneous expenses incidental to official County travel will be held to the minimum required for efficient conduct of County business. The department head or authorized representative approving the travel voucher will be held accountable for all items of expense as being necessary and correct. The following are established as guides for the traveler:
 - a. Necessary taxicab, bus or subway fares are allowed. A receipt for such charges must be attached to the voucher.
 - b. Telegram and/or Telefax (facsimile) charges are allowable when necessary for official business.
 - c. Telephone charges are allowable when necessary for official business. One telephone call per day, not exceeding five minutes in duration to the travelers' home-of-record will be allowable for county personnel in travel status.
 - d. Registration and enrollment fees for seminars, meetings or conventions are allowable for official representatives of the County.
 - e. Receipts must be attached to travel expense vouchers for all parking expense claims.
 - f. Receipts must be attached to travel voucher for all road tolls or bridge crossing fees.

SECTION VIII – SPECIAL REGULATIONS:

1. At no time will any individual establish special rates or certify for payment any expenses contrary to these regulations, and in no case will the amount allowed be in excess of the maximum approved rates. However, reimbursement for appropriate expense items not specifically covered under this policy shall require the approval of the County.
2. Employees in travel status will be paid only for time spent on County business. Employees in travel status will be paid for their normally scheduled workday unless they are actually engaged in official County work in excess of their normal workday. Overtime, while in travel status, will be paid only for work related time spent in work related activity, and not for any time spent related to meals, sleeping or otherwise engaged in leisure activities.

3. Extra costs not related to County business, such as personal telephone calls, movies, room service, laundry service, pre- and post-conference side trips, etc. shall not be reimbursed.

Copies to: Board of Commissioners, County Administrator, Corporate Counsel, Department Heads, File

G:\Eric\Administration\Board Policies\Travel Policy\November 2010 Rewrite\Travel Policy.07-19-11.doc

County of Leelanau
Official Travel Authorization

Department/Budgetary Unit

Date: _____

You are hereby authorized to perform official travel at County expense as indicated herein. Unless otherwise noted, all expenses are authorized pursuant to the County's Travel Policy.

Name: _____ Department: _____

Title: _____

Address: _____

SS#: _____

Itinerary, purpose, remarks and special instructions:

Itinerary: _____

Period: _____

Purpose: _____

Estimated total travel cost: _____

Travel requested by: _____

Name

Title

Funds Available: _____

Name

Title

Authorizing Official: _____

Name

Title

Accounting Classification Codes:

Fund: _____

Activity: _____

Account: _____

County of Leelanau

Request for Travel Advance

Name of Traveler: _____

Department: _____

Amount Requested: _____

(May not exceed 80% of estimated total travel cost)

Travel Dates:

Departure Date: _____ ETD: _____

Arrival Date: _____ ETA: _____

Justification: _____

Advance requested by: _____

Authorizing Official: _____

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APPENDIX F: LCBRA RULES OF ORDER AND PROCEDURES (2011)

2011

RULES OF ORDER AND PROCEDURE

OF THE

LEELANAU COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)

Approved: January 18, 2011

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Article I

LCBRA Meetings

A. Meetings

The LCBRA shall adopt a regular meeting schedule at the first meeting held of the year. The meeting scheduled shall be posted, and published in a newspaper of general circulation in the county.

B. Special Meetings

The LCBRA shall convene for the purpose of holding special meetings only upon the request of at least one third of the LCBRA members, to the Director, specifying the time, date, place and the purpose of such meeting. When a special meeting is called, the Director shall communicate the request to each member within 24 hours in one or more of the following ways:

- Via confirmed facsimile to the member's residence;
- Via personal delivery of the notice to the member;
- Via confirmed telephone call to member's residence; or
- Via confirmed email.

The Director shall post a public notice at least eighteen (18) hours before the meeting, as required by the Open Meetings Act, 1976 PA 267, as amended.

The LCBRA shall establish a fee schedule for special meetings called by someone other than a LCBRA member. Said fee scheduled shall be reviewed at the first meeting of each year.

ARTICLE II

CHAIRPERSON

A. Duties

The chairperson (and during any absence of the chair, the vice-chairperson) shall preside at all meetings of the LCBRA and shall decide all questions of order, subject to appeal to the LCBRA. It is the responsibility of the chair to appoint standing and special committees. The chair, vice

chairperson and Secretary/Treasurer shall be elected each year and serve office for one year, or until their successors are duly elected.

ARTICLE III

CLERK OF THE LCBRA / OPEN MEETINGS ACT

A. Official Clerk and Duties

The Director of LCBRA shall be the clerk of the LCBRA. In the clerk's absence, an appointed deputy clerk shall perform all duties pertaining to such office, as required by law.

B. Minutes

Proposed minutes of all LCBRA meetings shall be ready for public release no later than eight (8) working days following the meeting date pursuant to the requirements of the Open Meetings Act.

C. Open Meetings Act Posting

The Director or deputy clerk shall perform all posting functions required by the Open Meetings Act, 1976 PA 267, as amended.

ARTICLE IV

COMMITTEES

A. Executive Committee (Chair, Vice-Chair, Secretary/treasurer)

The primary objective of this committee shall be to conduct extensive research and discussion on matters dealing with LCBRA issues and finances for presentation at the regular meeting. The chair shall conduct the overall order of business so as to permit free and informal discussion of the items presented.

B. Select Committee

The chair of the LCBRA, with the approval of a majority of the members present, shall establish select committees, as needed, to study a particular one-time issue, problem or requirement. The

chair for each select committee shall schedule meetings and locations to accomplish the task at hand. The select committee shall be dissolved at the completion of the issue.

C. **Committee Procedures**

The LCBRA member assigned to a committee may be authorized to request additional help to research, analyze and make recommendations on specific matters before the LCBRA. In addition, these procedures shall be followed:

1. Meeting schedules, except those set forth in these rules, shall be at the discretion of the chair of the committee, or the Director.
2. No committee shall make final decisions. This power is expressly reserved to the LCBRA. Recommendations and resolutions shall be developed and presented to the full LCBRA.

D. **Committee Meetings**

Meetings of the executive committee, standing committee, or select committees may be convened by its chair or a majority of its members present upon reasonable notice of at least 24 hours to its members.

ARTICLE V

CONDUCT OF LCBRA MEETINGS

A. **Chair**

The chair shall take the chairperson's seat on the date and hour set forth for regular meetings or at the time and date of any other meetings as may be provided by these rules.

B. **Quorum**

A majority of the appointed members present of the LCBRA shall constitute a quorum for the transaction of the ordinary business of the county. Questions that arise shall be determined by the vote of a majority present.

C. **Agenda Items**

1. **Agenda Deadline**

Agendas will go out one week before 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's office 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.

D. 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.

E. **Public Meetings**

All LCBRA meetings shall be open to the public as required by the Open Meetings Act, 1976 PA 267, as amended.

ARTICLE VI

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 VII

DIRECTOR'S OFFICE

A. **Responsibilities**

1. The agenda for each Regular LCBRA meeting, Executive Committee, select committee, and special meetings shall be prepared by the Director's office, approved by the chair, and then posted.

2. Prior to each meeting, each LCBRA member shall be provided the agenda to insure that they are aware of the items that fall under their oversight or action responsibility.
3. Action agenda items shall be scheduled, including type of presentation, documents or in-person presentation to insure continuity of category, and time consideration.

**ARTICLE VIII
ADMINISTRATION**

A. **Signing of Documents**

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

B. **Notice of LCBRA Action**

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

C. **Minutes**

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

D. **Resolutions**

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

E. **Robert's Rules of Order, Revised**

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

ARTICLE IX

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.

ARTICLE X

CONCLUSION

To the extent that any of the rules herein are contrary to statutory requirements, they shall be of no force and effect.

APPENDIX G: LCBRA BY-LAWS

(2011)

**BYLAWS OF THE
COUNTY OF LEELANAU**

BROWNFIELD REDEVELOPMENT AUTHORITY (2011)

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 not less than five (5) persons and not more than nine (9) persons, unless an EDC, DDA, TIFA or LDFA board was appointed.

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.** 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, or the Board.

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 and annually, thereafter, shall acknowledge in writing that they have read and agree to abide by this section.

Section 6. **Meetings.** 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.

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).

Section 8. **Quorum.** A majority of the members of the Directors then in office constitutes a quorum for the transaction of business at any meeting of the Board, provided, that a majority of the Board present may adjourn the meeting from time to time without further notice. 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 not less than a majority of the members of the Board then in office.

Section 9. **Participation by Communication Equipment.** A member of the Board or of a committee designated by the Board may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this provision constitutes presence at the meeting.

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 Recording Secretary 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. No person shall hold the same office for more than three successive terms.

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 person of the terms 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. He or she, or in his/her absence, the Vice chairperson, shall preside at all meetings of the Board, he or she 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. He or she shall be an ex-officio a member of all standing committees, and shall have the general powers and duties of supervision and management of the Authority.

Section 5. Secretary/Treasurer and Recording Secretary. The Secretary/Treasurer or Recording Secretary 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 the standing committees when required. They shall further 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. Executive Committee. The Chairperson, Vice Chairperson and Secretary/Treasurer shall comprise the Executive Committee. 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.

ARTICLE IV. 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 382 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 depositaries as the Board may select.

ARTICLE V. 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 VI. 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, and amended on January 18, 2011.

Trudy J. Galla, Director

APPENDIX H: LCBRA FEE SCHEDULE

APPLICATION REVIEW FEES

A fee is required with submittal of an application. Applications will not be processed until receipt of the appropriate fee. Fees are *non-refundable* and required regardless of whether the application/request is approved or denied by any reviewing agency. **NOTE: Your application will not be processed until receipt of the appropriate application review fee.**

A. Revolving Loan Fund or Local Site Remediation Revolving Fund (LSRRF) Application

LOAN AMOUNT	REVIEW FEE	REVISION FEE (Per revision)
\$20,000 or less	\$500.00	\$100.00
\$20,001 - \$50,000	\$2,000.00	\$500.00
\$50,001 - \$100,000	8% of the loan amount	2 % of the loan amount
\$100,001 and above	10% of the loan amount	5% of the loan amount

For Local Site Remediation Revolving Fund - 5 years of tax capture after eligible activities are reimbursed, unless other arrangements are made and if tax increment revenue is captured under the plan.

B. Brownfield Plan Application

TYPE OF PLAN	LEVEL OF COMPLEXITY	REVIEW FEE
Brownfield Plans	with eligible activities financed (w/out a 381 Work Plan) with tax credit	\$500.00
Brownfield Plans	with eligible activities financed & with a 381 Work Plan & tax credit	\$750.00
Brownfield Plan Amendments		\$300.00 (Per Amendment)

Review Costs: Any direct costs associated with the review of a brownfield plan proposal by other than staff for the LCBRA, shall be reimbursed by the applicant prior to the proposal moving to the next stage of the application process. This includes processing fees associated with attorney reviews and any state agency reviews.

C. Brownfield Redevelopment Authority (LCBRA) - Special Meeting \$250.00

D. Administration Fee – as determined through an approved Reimbursement Agreement between the Developer and the BRA, up to the maximum allowed under current law.

E. Additional Agency Fees - Any fees required by other agencies, are in addition to the fees cited above and must be paid by the Applicant.

F. Additional Review Fees – for requests of documents not covered by the above fee schedules, the Director may require any fee deemed appropriate to cover the activities necessary for response to the review request.

APPENDIX I: DISADVANTAGED BUSINESS ENTERPRISE

MBE/WBE Utilization

Policy Goal

The policy goal of the MBE/WBE Programs is to assure that *minority business enterprises* (MBE) and *woman business enterprises* (WBE) are given the opportunity to participate in contract and procurement for supplies, construction, equipment and services under any EPA grant or cooperative agreement. The Policy applies to all contracts/procurement for supplies, construction equipment and services under any EPA grant or cooperative agreement.

Authority

A. Fair Share Goals

- In keeping with the principles set in the 1995 Adarand Constructors, Inc. v. Peña, 515 U.S. 200 decision, the EPA issued its revised MBE/WBE program guidance, A Guidance for Utilization of Small, Minority and Women's Business Enterprises in Procurement Under Assistance Agreements - 6010" in July 1997.
- The MBE Guidance requires A fair share@ goals for all Agency assistance programs.
- The eight percent MBE/WBE minimum participation goal contained in EPA's FY 1993 Appropriations Act, Pub. L. No. 102-389 and the ten percent goal and the 10% MBE/WBE goal contained in the Clean Air Act Amendments of 1990 now serve as overall, national goals for Agency assistance programs.

B. Negotiations of Fair Share Goals

- Projects will comply with the MBE/WBE requirements. This includes ensuring adequate records are retained to demonstrate compliance. See 40 C.F.R. '31.36(B)(9), 40 C.F.R. '31.42, 40 C.F.R. 35.3165(C)(2)

C. Good Faith Efforts

- The six affirmative steps are described in the CWSRF regulations at 40 C.F.R. '35.3145(d)(1)-(6), they represent good faith efforts to attract and utilize MBE/WBEs.

D. Documentation/Reporting

- EPA may take remedial action under 40 CFR '30.62 or 31.43 for a recipient's failure to comply.
Negotiation of Fair Share Goals
- A fair share objective is a percentage based on the capacity and availability of qualified MBEs, and WBEs in the relevant geographic market for the procurement categories of construction, equipment, services and supplies compared to the number of all qualified entities in the same market for the same procurement categories.
- EPA requires fair share MBE/WBE procurement goals for construction, equipment, services and supplies.
- Those goals are negotiated between EPA and States and/or recipients of EPA financial assistance awards.
- Separate MBE and WBE goals should be clearly reflected in the analysis as the EPA requires separate goals for MBEs and another for WBEs for each of the four procurement categories.
- The 8% MBE/WBE goal and the 10% MBE/WBE goal are treated by EPA as overall national goals. This allows for smaller or larger objectives to be negotiated for particular grants and cooperative agreements based on the availability standard.

Good Faith Efforts

Good faith efforts are activities by a recipient or its prime contractor to increase MBE/WBE awareness of procurement opportunities through race/gender neutral efforts.

EPA offers the following examples to assist recipients and prime contractors in carrying out the good faith efforts.

- (1) Ensure MBE/WBEs are made aware of contracting opportunities to the fullest extent practicable through outreach and recruitment activities. For Indian Tribal, State and local Government recipients, this will include placing MBE/WBEs on solicitation lists and soliciting them whenever they are potential sources.
 - (a) Maintain and update a listing of qualified MBE/WBEs that can be solicited for construction, equipment, services and/or supplies.

- (b) Provide listings to all interested parties who request copies of the bidding or proposing documents.
 - (c) Contact appropriate sources within your geographic area and State to identify qualified MBE/WBE for placement on your MBE/WBE business listings.
 - (d) Utilize other MBE/WBE listings such as those of the State=s Minority Business Office, the Small Business administration, Minority Business Development Agency (MBDA) of the Department of Commerce, EPA OSDBU, and DOT.
 - (e) have State environment agency personnel review solicitation lists.
- (2) Make information of forthcoming opportunities available to MBE/WBEs and arrange time for contracts and establish delivery schedules, where requirements permit, in a way that encourages and facilitates participation by DBEs in the competitive process. This includes, whenever possible, posting solicitations for bids or proposals for a minimum of 30 calendar days before the bid or proposal closing date.
- (a) Develop realistic delivery schedules which may provide for greater MBE/WBE participation.
 - (b) Advertise through the minority media in order to facilitate MBE/WBE utilization. Such advertisements may include, but are not limited to, contracting and subcontracting opportunities, hiring and employment, or any other matter related to the project.
 - (c) Advertise in general circulation publications, trade publications, State agency publications and minority and women=s business focused media concerning contracting opportunities on your projects. Maintain a list of minority and/or women=s business-focused publications that may be utilized to solicit MBE/WBEs.
- (3) Consider in the contracting process whether firms competing for large contracts could subcontract with MBE/WBEs. For Indian Tribal, State and local Government recipients, this will include dividing total requirements when economically feasible into smaller tasks or quantities in order to increase opportunities for participation by MBE/WBEs in the competitive process.
- (a) Perform an analysis to identify portions of work that can be divided and performed by qualified MBE/WBEs.

- (b) Scrutinize the elements of the total project to develop economical units of work that are within the bonding range of MBE/WBEs.
 - (c) Conduct meetings, conferences, and follow-ups with MBE/WBE associations and minority media to inform these groups of opportunities to provide construction, equipment, services and supplies.
- (4) Encourage contracting with a consortium of MBE/WBEs when a contract is too large for one of these firms to handle individually.
- (a) Notify MBE/WBEs of future procurement opportunities so they may establish bidding solicitations and procurement plans.
 - (b) Provide MBE/WBE trade organizations with succinct summaries of solicitations.
 - (c) Provide interested MBE/WBEs with adequate information about plans, specifications, timing and other requirements of the proposed projects.
- (5) Use the services and assistance of the SBA and the MBDA.
- (a) Use the services of outreach programs sponsored by the MBDA and/or the SBA to recruit bona fide firms for placement on DBE bidders lists to assist these firms in the development of bid packaging.
 - (b) Seek out Minority Business Development Centers (MBDCs) to assist recipients and prime contractors in identifying MBE/WBEs for potential work opportunities on projects
- (6) If the prime contractor awards subcontracts, require the prime contractor to take the steps in subparagraphs (1)-(5) of this section.

Documentation/Reporting

Recipients are required to maintain the records documenting compliance with requirements including documentation of its and its prime contractor's good faith efforts and data relied upon in formulating its fair share objectives.

In addition, a recipient of a Continuing Environmental Program Grant (e.g., a State) or other annual grant would be required to create and maintain a bidders list. Such a list must only be kept until the grant project period has expired and the recipient is no longer receiving EPA funding under the grant.

All recipients of continuing environmental program grants, institutions of higher education, hospitals and other non-profit organizations are required to report to EPA within 30 days following the end of each Federal fiscal year except for State and local government recipients who will report on an annual basis.

EPA requires that a recipient report the total amount of financial assistance spent on procurement and the amount awarded to an MBE or WBE on EPA Form 5700- 52A.

APPENDIX J: LCBRA PROCUREMENT POLICY

LEELANAU COUNTY

REQUESTS FOR QUALIFICATIONS AND PROPOSALS

All proposals must be submitted following the RFQP Format as stated in this document using figures attached (when provided) and shall be subject to all requirements of this Document. All proposals must be “regular” in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFQP format by the Respondent.

Leelanau County (the county) may consider as “irregular” any proposal on which there is an alteration of, or departure from, this RFQP Format as provided in the RFQP Documents and, at its option, may reject the same.

If a Contract is awarded, it will be awarded by the Leelanau County Board of Commissioners to the most responsive proposal. This contract will require completion of the work pursuant to these documents.

Each Respondent shall include in its proposal the cost of performing the work. The prices set forth in the proposal by the Respondent shall remain effective 120 days from the date of the proposal opening.

ECONOMY OF PREPARATION

Each proposal should be prepared simply and economically providing a straightforward concise description of the respondent’s ability to meet the requirements of the RFQP. Decorative bindings, colored displays, promotional material, etc. will receive no evaluation credit. Emphasis should be on completeness and clarity of the content. Supporting documents should be submitted electronically on a compact disk.

TIME FOR RECEIVING PROPOSALS

Proposals received prior to the advertised date of opening will be securely kept unopened. Proposals received thereafter will not be considered or accepted.

OPENING PROPOSALS

At the date and time fixed for the opening of proposals, the County’s designee will open every eligible responsive proposal received within the time set for receiving proposals.

WITHDRAWAL OF PROPOSALS

Proposals may be withdrawn on written request dispatched by the Respondent in time for delivery in the normal course of business prior to the date fixed for opening.

AWARD OF CONTRACTS/REJECTION OF PROPOSALS

The Contract will be awarded to the most responsive consultant as determined based on the county's review of the Respondents ability to provide the required services.

The county reserves the right to reject any and/or all proposals and to waive any irregularity in proposals received whenever such rejection or waiver is in the county's best interest. The Respondent to whom the award is made will be notified at the earliest possible date.

The contract shall not be considered executed unless signed by the Chairperson of the Leelanau County Board of Commissioners, approved as to form by the county's Attorney, and certification as to the availability of funds by the U.S. Environmental Protection Agency is received. Signatures on behalf of the county other than those cited above shall not constitute contract execution by the Leelanau County Board of Commissioners and the contract shall be null and void.

EQUAL EMPLOYMENT OPPORTUNITY

The attention of Respondents is called to the requirements for ensuring that employees and applicants for employment are not discriminated against on any basis including race, color, religion, sex or national origin as required by Leelanau County's Equal Employment Opportunity Policy.

DISADVANTAGED BUSINESS ENTERPRISE

Leelanau County will make positive efforts to utilize small businesses and minority-owned and women-owned businesses. Procurement files will contain, at a minimum:

- the basis for contractor selection;
- justification for lack of competition, if applicable; and
- the basis for award cost or price

In awarding contract, the county will give additional consideration to proposals from disadvantaged business enterprises. Contractors are required to assist the county in meeting the Disadvantage Business Enterprise (DBE) requirements stipulated by federal guidelines, including providing required documentation of good faith efforts to procure services and supplies from small, minority or woman owned businesses.¹⁴

¹⁴ *Disadvantaged business enterprise(DBE)* means an entity owned or controlled by a socially and economically disadvantaged individual as described by Public Law 102-389 (42 U.S.C. 4370d) or an entity owned and controlled by a socially and economically disadvantaged individual as described by Title X of the Clean Air Act Amendments of 1990 (42 U.S.C. 7601 note); a Small Business Enterprise (SBE); a Small Business in a Rural Area (SBRA); or a Labor Surplus Area Firm (LSAF), a Historically Underutilized Business (HUB) Zone Small Business Concern, or a

DEFAULT TO COUNTY

It is understood that the proposal of any Respondent who is in default to Leelanau County, any of its local units of government or the Leelanau County Brownfield Redevelopment Authority (LCBRA) for any reason at the time of opening the proposal shall be rejected.

SIGNATURES

The Proposal and Award page and any proposal notifications, claims or statements must be signed in ink by an official of the proposing organization authorized to bind the Respondent to the provision of an RFQP.

TYPE OF CONTRACT

It is proposed that a contract entered into as a result of a RFQP will have a fee structure with a specified maximum, not to be exceeded, cost. Negotiations may be undertaken with those Respondents whose proposal as to price and other factors show them to be qualified, responsible and capable of performing the work. The contract that may be entered into will be that one that is most advantageous to the county, price and other factors considered. The county reserves the right to consider proposal modifications received at any time before the award is made, if such action is deemed to be in the best interest of the county.

INCURRING COSTS

The county shall not be liable for any costs, including any travel, incurred by the Respondent prior to award of the contract(s). Total liability of the county is limited to the terms and conditions of a request for qualifications and/or proposal and any resulting contract.

NO THIRD PARTY RIGHTS

It is agreed and understood that the contract:

- is made solely for the benefit of the county and the Provider of Services,
- is not made for the benefit of any third party, and
- that no action or defense may be founded upon this contract except by the party's signatory hereto.

concern under a successor program. In order to qualify and participate as an MBE or WBE prime or subcontractor for EPA recipients under EPA's DBE Program, an entity must be properly certified as required by this subpart.

DISCLOSURE OF PROPOSAL CONTENTS

Proposals will be public information after contract award as they are subject to the Freedom of Information Act (FOIA).

ORAL PRESENTATION

Respondents who submit a proposal may be required to make an oral presentation of their proposal to the county. These presentations will provide any opportunity for the respondent to clarify its proposal to ensure mutual understanding of its contents.

ACCEPTANCE OF PROPOSAL CONTENT

The contents of the proposal of the successful Respondent will become contractual obligations, if a contract is issued. Failure of the successful bidder to accept these obligations will result in cancellation of the award.

PROJECT CONTROL

- A. The Consultant will perform the work under the direction and control of LCBRA. The Consultant will work under an agreed upon schedule by the Consultant and the county for completing the inventory and site assessments per site to be assessed.
- B. The LCBRA will meet on an agreed upon basis with the Consultant's Project Director for the purpose of reviewing progress and providing necessary guidance to the consultant in solving problems that may arise.
- C. The Consultant will submit written summaries of progress on an agreed upon basis that outline the work accomplished during the reporting period, work to be accomplished during the subsequent reporting period, problems that have arisen or may arise which should be brought to the attention of the LCBRA, and to request approval for significant deviation from previously agreed upon work plans. In addition, a summary of project costs for completed work and expected costs for the remainder of the work will be included.

CONTRACT PAYMENT SCHEDULE

Payment for a contract entered into as a result of this request will be made, on a reimbursement basis, within 60 days of receipt of an acceptable billing statement, progress report and receipt of reimbursement funds from the U. S. EPA. Billing statements should include detailed information regarding person-hours expended by classification and by task, as well as information regarding such items as mileage, materials and other non-overhead costs and must be approved by the LCBRA.

Payment to the consultant will be made following review and approval of invoices and receipt of U.S. EPA reimbursement funds.

CANCELLATION

Cancellation of the Contract by the county may be for: a) default by the contractor or; b) lack of further need for the services or commodity at the locations named in the contract. Default is defined as the failure of the contractor to fulfill the obligations of his/her quotation, contract or purchase order. In case of default by the contractor, the county may terminate the contract or purchase order immediately, procure the articles or services from other sources and hold the contractor responsible for any resulting excess costs. In the event that the county no longer needs the services or commodity specified in the contract or purchase order due to program changes, changes in laws, rule or regulations, relocation of offices or lack of funding, the county may terminate the contract or purchase order by giving the contractor written notice of such cancellation 15 days prior to the date of cancellation. No payment will be made for any costs incurred after the date of cancellation.

INDEPENDENT PRICE DETERMINATION

- A. By submission of a proposal, the offeror certifies and, in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
1. The prices in the proposal have been arrived at independently, without consultation, communication or agreement for the purposes of restricting competition, as to any matter relating to such prices with any other offeror, or with any competitor; and
 2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the offeror, and will not knowingly be disclosed by the offeror prior to award directly or indirectly to any other offeror, or to any competitor; and
 3. No attempt has been made or will be made by the offeror to entice any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
- B. Each person signing the proposal certifies either:
- They are the person(s) in the offeror's organization responsible within that organization for the decision as to the prices being offered in the proposal, and that they have not participated and will not participate in any action contrary to "A-1, 2 and 3" above or;
- They are not the person(s) in the offeror's organization responsible within that organization for the decision as to the prices being offered in the proposal, but that they have been authorized in writing to act as agent for the persons responsible for such decision in
-

certifying that such persons have not participated and will not participate in any action contrary to “A-1, 2 and 3” above and as their agent does hereby so certify that they have not participated and will not participate in any action contrary to “A-1, 2 and 3” above.

- C. A proposal will not be considered for award if the sense of the statement required in the Cost and Price Analysis portion of the proposal has been altered, also as to delete or modify A-1, and 2 or B above. If A -2 has been modified or deleted the proposal will not be considered for award.



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

**APPENDIX K: LCBRA
ENVIRONMENTAL SITE ASSESSMENT
APPLICATION FORMS**



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

A signed and completed Part 1 form (Sections I – III) must be submitted to the Director of the LCBRA at the address above before it can be placed on the LCBRA agenda for consideration. If you are requesting approval of a brownfield plan, you must also sign and complete Part 2, Section IV of the Application.

SECTION I:

1. APPLICANT INFORMATION

a. Applicant Name: _____

b. Contact Name: _____

c. Address: _____

d. Phone Number(s): _____

e. Email: _____

f. Is the applicant the owner of the property? Yes ____ No ____ If no, please complete the following:

Owner of Property: _____

Address: _____

Phone Number/Email: _____

2. CONSULTANT OR AGENT INFORMATION

a. Name: _____

b. Address: _____

c. Phone Number(s): _____

d. Email: _____

e. Contact at MDNRE you are working with, if applicable: _____

Address: _____

Phone Number(s): _____

Email: _____



LEELANAU COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)
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BROWNFIELD PROJECT APPLICATION FORM – PART 1

SECTION II:

3. PROPERTY INFORMATION

a. Project Name: _____ Size in acres: _____

b. Project Type:

Residential Commercial Industrial

Mixed Use (Describe) _____

c. Project Location: (Address, Cross Roads, Local Unit of Government)

d. Parcel Number(s) _____

e. Current Use of the property: _____

f. Historic Use(s) of Property: _____

g. Number of parcels to be included in the plan? _____

h. Has all of the financing been secured for the development project? Yes No

If “yes” provide documentation from lending institution committing to financing.



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BROWNFIELD PROJECT APPLICATION FORM – PART 1

SECTION III:

4. ENVIRONMENTAL AND LIABILITY INFORMATION

a. If you are not the current owner, do you have an option on the property?

Yes No Not Applicable, Current Owner

When does the option expire? _____

b. If you are the current owner, or you lease or operate your business on the property, provide the date when this relationship began.

Date of Ownership: _____ NA

Date Lease Began: _____ NA

Date Operations Began: _____ NA

c. Has a Phase I Environmental Assessment been completed on the property?

Yes No Date: _____

d. Has a Phase II Environmental Assessment been completed on the property?

Yes No Date: _____

e. If you are a new owner, or have recently begun operations on the property, have you completed a Baseline Environmental Assessment (BEA) and filed it with the Michigan Department of Natural Resources and Environment as required under Michigan law for liability protection from past contaminant releases on the property?

Yes No Date: _____

f. Did you request review of the BEA by the Michigan Department of Natural Resources and Environment?

Yes No



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BROWNFIELD PROJECT APPLICATION FORM – PART 1

g. If so, was the BEA determined to be adequate by the Michigan Department of Natural Resources and Environment?

Yes No NA

h. Has a Due Care Plan been prepared for the eligible properties?

Yes No Date: _____

Certification and authorization

I hereby certify on behalf of _____, the applicant organization, that

- The information submitted in this application is a true and accurate representation of the information requested by the Leelanau County Brownfield Redevelopment Authority, its successors, assigns, agents and/or participants,
- That no relevant information has been deleted, modified in any way, or withheld and
- That applicant understands that it has a continuing obligation to amend and/or supplement the information provided in this application if any of the material facts represented herein change prior to closing.

I also authorize the Leelanau County Brownfield Redevelopment Authority or its designee(s) to obtain information related to this request, including but not limited to, relevant financial or historical information about the applicant, its principals or affiliates, the project, and the property.

BORROWER/APPLICANT

AUTHORIZED SIGNATORY

_____ _____
TITLE **DATE**



LEELANAU COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)
8527 E. Government Center Drive
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BROWNFIELD PROJECT APPLICATION FORM – PART 2
BROWNFIELD PLAN

Section IV must be completed by an applicant seeking approval from the LCBRA for a brownfield plan.

SECTION IV:

BROWNFIELD PLAN INFORMATION

1. Are you requesting the LCBRA to approve a brownfield plan for this proposed project?

Yes No

2. What is the status of the local unit of government review and approval of the project development plan?

Review: Yes No Status: _____

Approval: Yes No Status: _____

Date of Approval: _____

REQUIRED: Submit a copy of the action by the local unit of government with respect to the development plan.

3. Has the local unit of government approved all the necessary permits for this proposed project?

Yes No Date: _____

4. Are you requesting approval for Michigan Business Tax Eligibility?

Yes No

5. Are you requesting the County apply for a loan and/or grant on behalf of the development?

Yes No



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BROWNFIELD PROJECT APPLICATION FORM – PART 2
BROWNFIELD PLAN

6. Are you requesting reimbursement for eligible expenses through Brownfield Tax Increment Financing?

Yes No

7. Have you discussed the potential for tax increment capture with the local unit of government? What is the status of the proposed Brownfield Plan review and approval by the local unit of government?

Review: Yes No Status: _____

Approval: Yes No Status: _____

Date of Approval: _____

REQUIRED: Submit a copy of the action by the local unit of government with respect to their support of the brownfield plan and the proposed capture of the tax increment.

Proposed eligible activities will require approval by:

MDEQ MEGA Does Not Apply

Provide a spreadsheet with associated costs separated so that it is clear which activities and costs are for each agency's approval.

List the proposed eligible activities requiring MDEQ approval and include cost estimates

(attach additional pages if necessary).



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BROWNFIELD PROJECT APPLICATION FORM – PART 2
BROWNFIELD PLAN

List the proposed eligible activities requiring MEGA approval and include cost estimates
 (attach additional pages if necessary).

If the development will result in the need to relocate individuals currently residing on the property, please complete the following:

- Estimated number of persons residing on each eligible property to which the plan applies and the number of families and individual to be displaced _____
- Estimated cost of relocating persons displaced by the project _____
- How will these costs be recovered? _____

Required: If the proposed project results in the relocation of current property occupants, you must provide a plan for establishing priority for the relocation of persons displaced by this project.



Documents to submit:

- Completed Application Form and all required documentation.
- Digital or hard copy of the Phase I and Phase II EA's, BEA, Due Care Plan, Remediation Plan and Reuse Plan.

NOTE: If additional space is needed to complete any of the items in the application, please attach additional pages to your application, appropriately numbered to reflect the specific section of the application.



LEELANAU COUNTY
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BROWNFIELD PROJECT APPLICATION FORM – PART 2
BROWNFIELD PLAN

CERTIFICATION AND AUTHORIZATION

I hereby certify on behalf of _____, the applicant organization, that

- The information submitted in this application is a true and accurate representation of the information requested by the Leelanau County Brownfield Redevelopment Authority, its successors, assigns, agents and/or participants,
- That no relevant information has been deleted, modified in any way, or withheld and
- That applicant understands that it has a continuing obligation to amend and/or supplement the information provided in this application if any of the material facts represented herein change prior to closing.

I also authorize the Leelanau County Brownfield Redevelopment Authority or its designee(s) to obtain information related to this request, including but not limited to, relevant financial or historical information about the applicant, its principals or affiliates, the project, and the property.

BORROWER/APPLICANT

AUTHORIZED SIGNATORY

TITLE

DATE

APPENDIX L: LCBRA LOAN APPLICATION FORM



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

LOAN APPLICATION FORM

The items listed below will be required to evaluate your loan request.

Please submit two original copies of the **signed and dated** application to:

Trudy Galla, Director,
 Leelanau County Brownfield Redevelopment Authority,
 8527 E. Government Center Drive,
 Suttons Bay, Michigan 49682.

Please note: your application will not be considered complete until receipt of the applicable review fee. The review fee schedule can be found in Appendix H. Checks should be made out to the LEELANAU COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY.

Borrower *(If Borrower is a single-purpose entity established for this Project, add name and contact information of organization which will develop site and provide guaranty, as needed, for the loan.)*

Legal Name of Organization: _____

Contact Name: _____

Type of Entity (nonprofit, for-profit, joint venture, etc.): _____

Contact Address: _____

Name of Principal(s): _____

Contact Phone Number: _____

Contact Fax Number: _____

Name of Project: _____

Project Address: _____



LEELANAU COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)
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LOAN APPLICATION FORM

Certification and authorization

I hereby certify on behalf of _____, the applicant organization, that

- The information submitted in this application is a true and accurate representation of the information requested by the Leelanau County Brownfield Redevelopment Authority, its successors, assigns, agents and/or participants,
- That no relevant information has been deleted, modified in any way, or withheld and
- That applicant understands that it has a continuing obligation to amend and/or supplement the information provided in this application if any of the material facts represented herein change prior to closing.

I also authorize the Leelanau County Brownfield Redevelopment Authority or its designee(s) to obtain information related to this loan request, including but not limited to, relevant financial or historical information about the applicant, its principals or affiliates, the project, and the property.

BORROWER/APPLICANT

AUTHORIZED SIGNATORY

TITLE

DATE



LEELANAU COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY (LCBRA)
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LOAN APPLICATION FORM

Please check each item as it is submitted with application. Please indicate NA, if an item is not applicable. An “R” indicates an item already received by the LCBRF Program.

Phase 1 Loan Application Documents

	Requested Loan Amount
	Preliminary Remediation Project Budget and Proposed Funding Sources– form attached
	Preliminary Project Summary Form– form attached
	Environmental Questionnaire – form attached
	Public Outreach Summary – guidance attached
	Municipal Letter on Brownfields Program
	Project timeline with relevant deadlines for commitment and closing of NYMBRF loan
	Qualifications of Borrower and/or Guarantor and Project Team – guidance attached
	Borrower Tax Returns and Audited Financial Statements, as available (3 years preferred, with latest interim financial)
	Guarantor Tax Returns and Audited Financial Statements, as required (3 years preferred, with latest interim financial)
	Preliminary Project Development Budget and Scope of Work for Proposed End Use and Proposed Funding Sources
	Relocation Plan for Residents /Occupants (as applicable)
	Preliminary 10-Year Operating Pro Forma for Proposed End Use
	Eligibility Checklist and Affidavits



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LOAN APPLICATION FORM

Phase 2 Loan Application Documents

	Updated Stage 1 Documents
	Remedial Action Work Plan
	Agency Correspondence/Approvals (if necessary)
	Environmental Underwriting Checklist
	Environmental Closure Strategy and Acknowledgement
	Environmental Insurance Policies
	Remediation Project Budget
	Community Outreach Plan

Other Project Financing

	Identity of other lenders, and loan documents (draft or existing documents, if available) for loans that will be in place at any time during term of proposed remediation loan
	Commitment letters from all other Project funders, including agreements from affiliates to fund a portion of the project costs.
	Anticipated commitment dates and terms for outstanding funding applications

Fees

	Application Fee made payable to Leelanau County Brownfield Redevelopment Authority (Non- Refundable)
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APPENDIX M: ACRONYMS

**ENVIROLOGIC
TECHNOLOGIES, INC.**

PAGE 1 OF 2

TABLE OF ENVIRONMENTAL AND BROWNFIELD ACRONYMS

<u>Acronym</u>	<u>Full Name</u>
Act 381	Brownfield Redevelopment Financing Act
AQD	Air Quality Division - MDEQ
AST	Aboveground Storage Tank
ASTM	American Society for Testing and Materials
AAI	All Appropriate Inquiry
BEA	Baseline Environmental Assessment
BRA	Brownfield Redevelopment Authority
CAA	Clean Air Act
CDBG	Community Development Block Grant
CERCLA	Comprehensive Environmental Response Compensation & Liability Act
CNTS	Covenant Not to Sue
DDA	Downtown Development Authorities
DEQ	Department of Environmental Quality
DNR	Department of Natural Resources
ESA	Environmental Site Assessment
EPA	Environmental Protection Agency
EZ/EC	Empowerment Zones/Enterprise Communities
GWCAC	Groundwater Conservation Advisory Council
HASP	Health and Safety Plan
HUD	Department of Housing and Urban Development
LCBRA	Leelanau County Brownfield Redevelopment Authority
LDFA	Local Development Financing Authorities
LEED	Leadership in Environmental and Energy Design
LSRRF	Local Site Remediation Revolving Fund
LUG	Local Unit of Government
LUST	Leaking Underground Storage Tank
MBP3	Michigan Pollution Prevention Partnership
MBT	Michigan Business Tax
MDEQ	Michigan Department of Environmental Quality
MOU/MOA	Memorandum of Understanding / Memorandum of Agreement
MSHDA	Michigan State Housing Development Authority
NPL	National Priorities List
NREPA	Natural Resource Environmental Protection Act – Act 451
Part 111	Part 111 of NREPA Act 451 – Treatment, Storage, Disposal Sites
Part 115	Part 115 of NREPA Act 451 – Waste Disposal Areas
Part 201	Part 201 of NREPA Act 451 – Michigan’s Cleanup Program
Part 213	Part 213 of NREPA Act 451 – Leaking UST Program
Part 615, 625	Part 615, 625 of NREPA Act 451 – Oil, Gas, and Mineral Wells
PCBs	Polychlorinated Biphenyls
PNAAs	Polynuclear Aromatics

**ENVIROLOGIC
TECHNOLOGIES, INC.**

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TABLE OF ENVIRONMENTAL AND BROWNFIELD ACRONYMS

<u>Acronym</u>	<u>Full Name</u>
PRP	Potentially Responsible Party
QLGU	Qualified Local Governmental Units
QAPP	Quality Assurance Project Plan
RAP	Remedial Action Plan
RCRA	Resource Conservation & Recovery Act
RPF	Refined Petroleum Fund
RRD	Remediation and Redevelopment Division – MDEQ
SAP	Sampling and Analysis Plan
SEV	State Equalized Value
7aCA	7a Compliance Analysis
TV	Taxable Value
TIF	Tax Increment Financing
TSCA	Toxic Substances Control Act
UST	Underground Storage Tank
USEPA	United States Environmental Protection Agency
VOCs	Volatile Organic Compounds
WHMD	Waste and Hazardous Materials Division
WP	Work Plan