KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

MEETING DATE:	**Thursday, February 27, 2014**
PLACE OF MEETING:	County Administration Building 201 West Kalamazoo Avenue, 207a
TIME:	4:00 pm

AGENDA

1. Call to Order ~ 4:00 pm
2. Members Excused
3. Approval of the Agenda
4. Approval of Minutes: BRA Minutes of January 23, 2014
5. Citizens Comments *(4 minutes each / Please state name and address)*
6. Consent Calendar
   a. None
7. Discussion and/or Action Calendar
   a. **Discussion/Action** – End of Year Finances
      i. Review of 2013 Expenses and Revenues
   b. **Discussion/Action** – Corner @ Drake
      i. Application
   c. **Discussion/Action** – Apollo Plastics
   d. **Discussion/Action** – 9008 Development Agreement
      i. Update
   e. **Discussion/Action** – Vicksburg Paper Mill
      i. Update on Project
      ii. MOU
   f. **Discussion/Action** – Nomination Committee
   g. **Discussion/Action** – Envirologic Technologies Work Order - $2,500
      i. Work Order for General Brownfield Consulting
   h. **Discussion** – LSRRF
      i. A review of the function, purpose, and restrictions.
8. Staff Reports
   a. None
9. Committees - times dates and places
   a. Land Bank Report–
   b. Project/Finance Committee– verbal report, meeting schedule Thursday, Mar 13th, 4:00 pm
   c. Executive Committee – verbal report, meeting schedule Friday, Mar 14th, 8:30 am
   d. PR/Media Committee –
10. Other
11. Board Member Comments
12. Adjournment

Next Meeting: 4th Thursday – March 27, 2014 at 4pm (room 207a, County Admin Bldg)

PLEASE CALL 384-8112 OR EMAIL LAADAM@KALCOUNTY.COM
IF YOU ARE UNABLE TO ATTEND THE MEETING

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

MEETING DATE:	**Thursday, January 23, 2014**
PLACE OF MEETING:	County Administration Building 201 West Kalamazoo Avenue, 207a
TIME:	After 4:00 pm EDC Meeting

MINUTES

Present: Clare Annen, Tim Hudson, Julie Rogers, Anne Summerfield, Thell Woods, Habib Mandwee, Christopher Carew, Andy Wenzel, Travis Grimwood

Members Excused: Joe Agostinelli, Ken Peregon

Kalamazoo Township: None

Staff: Lee Adams, Lotta Jarnefelt

Consultant: Jeff Hawkins

Recording Secretary: Zeña Vos

Community: 1

1. Vice Chair called the meeting to Order at 4:25 pm.
2. Members Excused: Agostinelli, Peregon
3. Approval of the Agenda: **Woods moved and Summerfield seconded the approval of the agenda. Motion Carried.**
4. Approval of Minutes: **Rogers moved and Wenzel seconded the approval of December 19, 2013 minutes. Motion Carried.**
5. Citizens Comments: None
6. Consent Calendar
   a. Mileage Reimbursement for Jarnefelt in the amount of $41.81
   Woods moved and Carew seconded the approval of the mileage in the amount of $41.81. Motion Carried.

7. Discussion and/or Action Calendar
   a. **Discussion/Action** – General Mills Project
      i. Update on Development Agreement
      Adams stated the Development Agreement is signed by General Mills and is now waiting for Midlink to sign and to return it to Agostinelli. Adams will follow-up.

      Discussion ensued on the schedule for General Mills reimbursement.

      Capture and reimbursement is scheduled for 2015.

      ii. Howard and Howard Invoice - $395.00
      Woods moved and Hudson seconded the approval of invoice in the amount of $395.00. Motion Carried.

      iii. Reimbursement Analysis - included in the packet
      Adams gave brief explanation of the reimbursement analysis.

   b. **Discussion/Action** – Vicksburg Paper Mill

      i. Update on Project, meeting on January 15

Staff reported on a meeting with economic development and municipal representatives regarding the Mill.

Annen asked if they can legally dissolve the Brownfield Plan. Hawkins confirmed that a Brownfield Plan can be extinguished.

Jarnefelt stated, the parcel containing the newer section of the Mill is now in the ownership of the Land Bank and the rest of the Mill is still in the ownership of the County Treasurer.

Envirologic submitted a request to MDEQ for Sec 128a funds but has not received a response from MDEQ yet.

c. **Discussion/Action** - 2013 Invoices

i. 9008 Portage Road – $330.44
Hawkins stated that this invoice is for the initial portion of the Due Care plan.

A contractor was selected to perform the MDEQ related work. Work is scheduled to start within 30-60 days.

The developer is still reviewing the Developer Agreement.

ii. 306 N Grand, Schoolcraft - $650.00
Hawkins stated that this expense is for additional costs related to the unidentified buried vessel discovered during demolition. The MDEQ funded the disposal of the cylinder.

Wenzel moved and Woods seconded the approval of both invoices, $330.44 & $650.00. Motion Carried.

d. **Discussion** – Apollo Plastics

Hawkins contacted Jim Mill from the Department of Treasury, but he hasn't heard back. He hopes to have a more definitive answer for the next meeting.

Annen noted that his motion regarding the $27,000 in potential administrative expense is still on hold.

e. **Discussion/Action** - 4th Quarter and End of Year Expenses

Jarnefelt explained the attached memo in the packet briefly.

Jarnefelt added most likely Brown Family Holding (BFH) will not have additional eligible expenses for reimbursement. The BRA should start collecting the LSRRF this year and will set up a separate account for the revenue because the funds have restricted uses.

Jarnefelt stated that she and Adams met with Lisa Bradshaw, Kalamazoo County Assistant Finance Director, before Christmas to discuss the interest issue and the Maximus Report. Bradshaw stated that the Maximus report does not cover all the expenses the County incurs; use of meeting rooms, parking, technology, etc. Bradshaw suggested that the County determine the true cost of housing the BRA and bill accordingly, and supply the BRA with interest on its fund balance.

Agostinelli would like to attend the next meeting with the Finance Department.

Rogers suggests examining how other BRAs are structured including the City of Kalamazoo BRA.

Jarnefelt asked for staff expense invoices to be approved so they can be included in 2013 expenses.

Woods moved and Wenzel seconded the approval of staff expenses in the amount of $4,869.67. Motion Carried.

8. Staff Reports
    a. None
9. Committees - times dates and places
    a. Land Bank Report– no meeting
    b. Project/Finance Committee– verbal report, meeting schedule Thursday, Feb 13th, 4:00 pm
    c. Executive Committee – verbal report, meeting schedule Friday, Feb 14th, 8:30 am
    d. PR/Media Committee –
    e. Policy Subcommittee – verbal report: The Subcommittee met to discuss the policy. The Subcommittee will present their recommendations at the next regular committee meetings.
10. Other
    Rogers wants staff to examine possible membership organizations.

    Hawkins stated that the BRA submitted the EPA Hazardous Substance ($200,000) and Petroleum ($200,000) Assessment Grant Application.
11. Board Member Comments
12. Adjournment – almost 6:00p.m.

Next Meeting: 4th Thursday – February 27, 2014 at 4pm (room 207a, County Admin Bldg)

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IF YOU ARE UNABLE TO ATTEND THE MEETING

Brownfield Redevelopment Authority Fund 2010	Revenues	Expenditures	REV-EXP		
County BRA	125,000	3,876	121,124		
Midlink local TIR tax	0	0	0		
Midlink school TIR tax	0	0	0		
Brown Family holdings/Beckan Industries	4,618	0	4,618		
BRA TOTAL 2010	129,618	3,876	125,742	125,742	
Brownfield Redevelopment Authority Fund 2011	Revenues	Expenditures	REV-EXP		
County BRA	22,268	22,166	102		
Midlink local TIR tax	17,531	6,631	10,900		
Midlink school TIR tax	52,184	52,184	0		
Brown Family holdings/Beckan Industries	12,824	150	12,674		
BRA TOTAL 2011	104,807	81,131	23,676	23,676	149,418
Brownfield Redevelopment Authority Fund 2012	Revenues	Expenditures	REV-EXP		
County BRA	0	6,173	-6,173		
Midlink Contractual Other		287	-287		
Midlink Indirect Costs		911	-911		
Midlink local TIR tax	35,424	0	35,424		
Midlink school TIR tax	53,819	53,819	0		
Brown Family holdings/Beckan Industries	13,848	0	13,848		
BRA TOTAL 2012	103,091	61,190	41,901	41,901	191,319
Brownfield Redevelopment Authority Fund 2013	Revenues	Expenditures	REV-EXP		
County BRA *	4,500	85,905	-81,405		
Midlink Contractual Other	0	105	-105		
Midlink local TIR tax	38,015	20,353	17,662		
Midlink school TIR tax	56,534	56,534	0		
Brown Family holdings/Beckan Industries	13,719	0	13,719		
BRA TOTAL 2013	112,768	162,897	-50,129	-50,129	141,190

*Includes $4,869.24 journal entry (4th quarter staff hrs and County cost allocation (Maximus) that has not been processed by County yet.

2013 KCBRA Site Specific and Administrative Expenses

Site	*% of General BRA Admin Expenses*	*General BRA Admin Expenses for Site*	*Expenses specific to TIF Generating site*	*Total*
Midlink/Gen Mills	75%	$ 23,513.40	$ 29,982.76	$ 53,496.16
Brown Family (Beckan)	5%	$ 1,567.56	$ -	$ 1,567.56
232 LLC	0%	$ -	$ -	$ -
Kartar #6 (Schoolcraft)	5%	$ 1,567.56	$ 11,061.78	$ 12,629.34
9008 Portage Road	10%	$ 3,135.12	$ 6,539.50	$ 9,674.62
Vicksburg Mill	5%	$ 1,567.56	$ 7,000.00	$ 8,567.56
J & L (2015 Lake St)	0%	$ -	$ -	$ -
Total		$ 31,351.20	$ 54,584.04	$ 85,935.24

Kalamazoo County Brownfield Redevelopment Authority Reimbursement Analysis Review

5200 E Cork Street Investors, LLC - Kalamazoo, MI

February 13, 2014

KCBRA			State	Local	Total
Expenditures					
Plan Related Expenses			$ -	$ 54,726.37	$ 54,726.37
2010 Administration Expenses			$ -	$ 7,771.62	$ 7,771.62
2011 County Cost Allocation			$ -	$ 911.20	$ 911.20
2012 Administration Expenses			$ -	$ 6,137.22	$ 6,137.22
2013 Administration Expenses				$ 23,513.40	$ 23,513.40
Subtotal KCBRA			$ -	$ 93,059.81	$ 93,059.81
Payments	Approved	Distributed			
KCBRA	11/17/11	11/18/11	$ -	$ 17,531.34	$ 17,531.34
KCBRA	2/1/12	2/2/12	$ -	$ 17,294.32	$ 17,294.32
KCBRA	11/15/12	11/15/12		$ 18,130.38	$ 18,130.38
KCBRA	4/25/13	4/25/13		$ 16,590.37	$ 16,590.37
Subtotal KCBRA			*$ -*	***$ 69,546.41***	***$ 69,546.41***
Remaining Balances after Payments					
Subtotal KCBRA			**$ -**	**$ 23,513.40**	**$ 23,513.40**

Developer			State	Local	Total
Expenditures					
Interest Eligible Developer Expense					
Due Care Activities:	Approved Reimbursement Request #1 - Nov 17, 2011		$ 435,974.46	$ -	$ 435,974.46
BEA Activities:	No request for Reimbursement		$ -	$ -	$ -
Due Care Activities:	Approved Reimbursement Request #1 - Nov 17, 2011		$ -	$ 393,513.49	$ 393,513.49
Environmental Insurance:*	Approved Reimbursement Request #1 - Nov 17, 2011		$ -	$ 570,000.00	$ 570,000.00
Contingencies:*	Approved Reimbursement Request #1 - Nov 17, 2011		$ -	$ 57,480.53	$ 57,480.53
Brownfield Plan:	Approved Reimbursement Request #1 - Nov 17, 2011		$ -	$ 20,000.00	$ 20,000.00
Total			*$ 435,974.46*	*$ 1,040,994.02*	*$ 1,476,968.48*
Non-Interest Eligible Expenses	*Approved*	*Distributed*			
Interest (3%) & Int Only Pmts:	2011 Interest - 11/17/11 - 12/05/2011		$ -	$ 2,306.50	$ 2,306.50
	2011 Interest - 12/06/11 - 12/31/2011		$ -	$ 2,927.64	$ 2,927.64
	2012 Interest - 1/1/12 - 11/20/2012		$ -	$ 37,955.31	$ 37,955.31
	2012 Interest - 11/20/12 - 12/31/2012		$ -	$ 4,607.34	$ 4,607.34
	2013 Interest - 01/01/13 - 09/26/2013		$ -	$ 30,311.47	$ 30,311.47
	Interest Payment 4/25/13	5/21/2013	$ -	$ (1,294.90)	$ (1,294.90)
	Interest Payment 11/21/13 - Pending	*Pending*	$ -	$ (19,058.34)	$ (19,058.34)
Total			*$ -*	*$ 57,755.02*	*$ 57,755.02*
Subtotal Developer			*$ 435,974.46*	*$ 1,098,749.04*	*$ 1,534,723.50*
Non-Interest Payments	Approved	Distributed			
Developer	11/17/11	12/5/11	$ 52,184.44	$ -	$ 52,184.44
Developer	11/15/12	11/20/12	$ 53,819.03	$ -	$ 53,819.03
Developer	*Pending*	*Pending*	$ 56,533.55	$ -	$ 56,533.55
Subtotal Developer			*$ 162,537.02*	*$ -*	*$ 162,537.02*
Remaining Balances after Payments					
Interest Eligible Subtotal			$ 273,437.44	$ 1,040,994.02	$ 1,314,431.46
Interest			$ -	$ 57,755.02	$ 57,755.02
Subtotal Developer			**$ 273,437.44**	**$ 1,098,749.04**	**$ 1,372,186.48**

Total Remaining Balances of all Entities	$ 273,437.44	$ 1,122,262.44	$ 1,395,699.88

*Total environmental insurance cost was $627,481. Therefore, contingency of $57,481 was used for TIF Reimbursement Request

Kalamazoo County Brownfield Redevelopment Authority Reimbursement Analysis Review

General Mills - 5200 E Cork St, kalamazoo, MI 49048

February 13, 2014

KCBRA			State	Local	Total
Expenditures	*Estimate**	Actual			
Phase I	$ 3,000.00	$ 3,008.75	$ 3,008.75	$ -	$ 3,008.75
Phase II	$ 15,900.00	$ 15,909.01	$ 15,909.01	$ -	$ 15,909.01
BEA/Due Care Plan	$ 5,000.00	$ 4,991.25	$ 4,991.25	$ -	$ 4,991.25
Act 381 Work Plan	$ 4,000.00	$ 4,113.75	$ 4,113.75	$ -	$ 4,113.75
ET - Project Management	$ 3,000.00	$ 1,960.00	$ 1,960.00		$ 1,960.00
Administrative					
2013 Administrative Expenses					
Subtotal KCBRA	*$ 30,900.00*	*$ 29,982.76*	*$ 29,982.76*	*$ -*	*$ 29,982.76*
Payments	Approved	Distributed			
KCBRA			$ -	$ -	$ -
Subtotal KCBRA			*$ -*	*$ -*	*$ -*
Remaining Balances after Payments					
Subtotal KCBRA			**$ 29,982.76**	**$ -**	**$ 29,982.76**

Developer			State	Local	Total
Expenditures	*Estimate*				
Eligible Developer Expense					
	$ 1,800,000.00		$ -	$ -	$ -
Total			*$ -*	*$ -*	*$ -*
Subtotal Developer			*$ -*	*$ -*	*$ -*
Non-Interest Payments	Approved	Distributed			
Subtotal Developer			*$ -*	*$ -*	*$ -*
Remaining Balances after Payments					
Subtotal Developer			$ -	$ -	$ -

Total Remaining Balances of all Entities	$ 29,982.76	$ -	$ 29,982.76

*Estimated in work orders

Kalamazoo County Brownfield Redevelopment Authority Reimbursement Analysis Review

Brown Family Holdings, LLC - 2700 N Pitcher St, Kalamazoo Township, MI

February 13, 2014

KCBRA			State	Local	Total
Expenditures					
Project Initiation			$ -	$ 2,846.50	$ 2,846.50
Phase I			$ -	$ 2,801.25	$ 2,801.25
Phase II			$ -	$ 33,182.51	$ 33,182.51
BEA/Due Care Plan			$ -	$ 4,495.75	$ 4,495.75
Brownfield Plan			$ -	$ 4,242.91	$ 4,242.91
Administrative					
2010 Staff			$ -	$ 150.00	$ 150.00
2011 County Cost Allocation			$ -	$ 227.80	$ 227.80
2012 BRA Operating Expenses			$ -	$ 1,234.77	$ 1,234.77
2013 BRA Operating Expenses				$ 1,567.56	$ 1,567.56
Subtotal KCBRA			*$ -*	*$ 50,749.05*	*$ 50,749.05*
Payments	Approved	Distributed			
KCBRA		Nov 2010	$ -	$ 4,618.18	$ 4,618.18
KCBRA		March 2011	$ -	$ 7,658.88	$ 7,658.88
KCBRA		Oct 2011	$ -	$ 2,214.33	$ 2,214.33
KCBRA		Oct 2011	$ -	$ 2,951.50	$ 2,951.50
KCBRA		Feb 2012	$ -	$ 8,570.36	$ 8,570.36
KCBRA		Nov 2012	$ -	$ 5,278.40	$ 5,278.40
KCBRA		March 2013	$ -	$ 8,754.80	$ 8,754.80
KCBRA		Oct 2013	$ -	$ 4,964.62	$ 4,964.62
Subtotal KCBRA			*$ -*	*$ 45,011.07*	*$ 45,011.07*
Remaining Balances after Payments					
Subtotal KCBRA			**$ -**	**$ 5,737.98**	**$ 5,737.98**

Developer			State	Local	Total
Expenditures					
Eligible Developer Expense					
Impervious Cover - former UST area		*Contingency Estimate*	$ -	$ 4,000.00	$ 4,000.00
Soil Vapor Extraction System (SVE) Operation and Maintenance		*Contingency Estimate*	$ -	$ 15,000.00	$ 15,000.00
Total			*$ -*	*$ 19,000.00*	*$ 19,000.00*
Subtotal Developer			*$ -*	*$ 19,000.00*	*$ 34,000.00*
Non-Interest Payments	Approved	Distributed			
NONE					
Subtotal Developer			*$ -*	*$ -*	*$ -*
Remaining Balances after Payments					
Subtotal Developer			$ -	$ -	$ -

Total Remaining Balances of all Entities	$ -	$ 5,737.98	$ 5,737.98

Kalamazoo County Brownfield Redevelopment Authority Reimbursement Analysis Review

306 N Grand, Schoolcraft, MI

February 13, 2014

KCBRA				State	Local	Total
Expenditures		Estimated				
Invoice 28951	Phase I	2,400 - Phase I		$ 2,400.00	$ -	$ 2,400.00
Invoice 29051	File Review	2,000 - File Review		$ 2,000.00	$ -	$ 2,000.00
Invoice 29031 & 29098	Brownfield Plan & Work Plan	4,000 - BF and 381 Plan		$ 3,970.18	$ -	$ 3,970.18
Invoice 29520	Demolition Observation		2000		$ 2,041.60	$ 2,041.60
Invoice 29660	Additional ET Expenses		1000	$ -	$ 650.00	$ 650.00
Administrative						
2013 BRA Operating Expenses				$ -	$ 1,567.56	$ 1,567.56
Subtotal KCBRA				*$ 8,370.18*	*$ 4,259.16*	*$ 12,629.34*
Payments		Approved	Distributed			
				$ -		$ -
Subtotal KCBRA				*$ -*	*$ -*	*$ -*
Remaining Balances after Payments						
Subtotal KCBRA				**$ -**	**$ 12,629.34**	**$ 12,629.34**

Developer			State	Local	Total
Expenditures					
Eligible Developer Expense					
Total			*$ -*	*$ -*	*$ -*
Subtotal Developer			*$ -*	*$ -*	*$ -*
Non-Interest Payments	Approved	Distributed			
Subtotal Developer			*$ -*	*$ -*	*$ -*
Remaining Balances after Payments					
Subtotal Developer			$ -	$ -	$ -

Total Remaining Balances of all Entities	$ -	$ 12,629.34	$ 12,629.34

Estimated in work orders

Kalamazoo County Brownfield Redevelopment Authority Reimbursement Analysis Review

Disaster Restoration Inc - 9008 Portage Rd, Portage, MI 49002

February 13, 2014

KCBRA				State	Local	Total
Expenditures		*Estimate*	*Invoiced*			
Phase I	$	2,300.00		$ 6,539.50	$ -	$ 6,539.50
Phase II	$	-	Invoiced together -	$ -	$ -	$ -
BEA/Due Care Plan	$	2,700.00	$6,539.50	$ -	$ -	$ -
Brownfield Plan	$	2,500.00		$ -	$ -	$ -
Act 381 Work Plan	$	2,500.00				
Administrative						
2013 BRA Operating Expenses				$ -	$ 3,135.12	$ 3,135.12
Subtotal KCBRA	*$*	*10,000.00*	*$ -*	*$ 6,539.50*	*$ 3,135.12*	*$ 9,674.62*
Payments		Approved	Distributed			
KCBRA				$ -	$ -	$ -
Subtotal KCBRA				$ -	$ -	$ -
Remaining Balances after Payments						
Subtotal KCBRA				**$ -**	**$ 9,674.62**	**$ 9,674.62**

Developer	State	Local	Total
Expenditures			
Eligible Developer Expense			
	$ -	$ -	$ -
Total	$ -	$ -	$ -
Subtotal Developer	$ -	$ -	$ -
Non-Interest Payments	Approved	Distributed	
Subtotal Developer	$ -	$ -	$ -
Remaining Balances after Payments			
Subtotal Developer	$ -	$ -	$ -

Total Remaining Balances of all Entities	$ -	$ 9,674.62	$ 9,674.62

Estimated in work orders

Kalamazoo County Brownfield Redevelopment Authority Reimbursement Analysis Review

Vicksburg Paper Mill (South County Mill) - 300 West Highway Vicksburg, MI 49097

February 13, 2014

KCBRA				**State**		**Local**		**Total**
Expenditures	Estimated		Actual Amount					
Phase I - West Building	$	4,000.00	$ 4,000.00	$	4,000.00	$	-	$ 4,000.00
Phase II	$	-	$ -	$	-	$	-	$ -
BEA/Due Care Plan - Land Bank	$	3,000.00	$ 3,000.00	$	3,000.00	$	-	$ 3,000.00
Brownfield Plan	$	-	$ -	$	-	$	-	$ -
Administrative								
2013 BRA Operating Expenses			$ 1,567.56	$	-	$	1,567.56	$ 1,567.56
Subtotal KCBRA				*$*	*7,000.00*	*$*	*1,567.56*	*$ 8,567.56*
Payments		Approved	Distributed					
KCBRA				$	-	$	-	$ -
Subtotal KCBRA				*$*	-	*$*	-	*$* -
Remaining Balances after Payments								
Subtotal KCBRA				**$**	**3,000.00**	**$**	**8,567.56**	**$ 11,567.56**

Developer				**State**		**Local**		**Total**
Expenditures								
Eligible Developer Expense								
				$	-	$	-	$ -
Total				*$*	-	*$*	-	*$* -
Subtotal Developer				*$*	-	*$*	-	*$* -
Non-Interest Payments		Approved	Distributed					
Subtotal Developer				*$*	-	*$*	-	*$* -
Remaining Balances after Payments								
Subtotal Developer				$	-	$	-	$ -

Total Remaining Balances of all Entities	$ 3,000.00	$ 8,567.56	$ 11,567.56

Estimated in work orders

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

PROPOSED PROJECT APPLICATION

The Kalamazoo County Brownfield Redevelopment Authority has funding currently to assess potentially contaminated or contaminated sites (Brownfields) in Kalamazoo County. Funding may be used for certain eligible activities including: Phase I and II Environmental Site Assessments, Baseline Environmental Assessments, Due Care Plans and Clean-up Planning, e.g. Creation of a site specific Brownfield Redevelopment Plan. All approved funded activities must be conducted by the County's authorized environmental consultant Envirologic Technologies, Inc.

There is a required application fee as follows: All applications must be accompanied by a non-refundable $1,500 fee. Please note that should a Brownfield Plan become necessary, an additional $1,000 fee for its development will be required.

All applications must include a conditional reimbursement agreement should the overall project development not occur. It is Exhibit A as part of this application (pp. 7/8)

Please provide general information about your project in a cover letter to the Kalamazoo County Brownfield Redevelopment Authority (KCBRA), in care of Lotta Jarnefelt at KCBRA, Room 101, 201 W. Kalamazoo Avenue, Kalamazoo, MI. 49007

You should contact us at phone (269) 384-8112) or the following email – lmjarn@kalcounty.com. Pre-application contact is highly recommended, will be beneficial to our common interests, and will avoid unnecessary delays in processing your application

This application has been developed for interested parties requesting potential Brownfield funding on a redevelopment project within Kalamazoo County. Project funding will be considered by the Authority on a case-by-case basis considering the merits of the proposed project. Criteria for project consideration will include evaluating potential for re-investment, job creation, availability and condition of infrastructure, environmental issues at the site and other benefits to the community.

Based on a review of your completed application, we will contact you within ten (10) business days to discuss the next steps in the process or if we need additional information. Completed applications include: a cover letter, all application form filled out, and Exhibit A and the appropriate authorized signature to all the documents.

You must be present at the BRA meeting when your request is heard; you will be advised of that date and location when it is scheduled. Please note that the BRA meets monthly on the 4th Thursday of the month, we request the minimum 10 day lead time.

Please provide information in the areas listed below, if available. (Please attach additional pages if needed)

1. Date of Application: 2/5/14

Business Information:

2. Name of Applicant: Gesmundo, LLC

3. Business Address: 4200 W. Centre Ave.

   Portage, MI 49024

4. Business Telephone Number: (269) 323-2022

5. Contact Person(s): Curt Aardema Title: Authorized Agent

6. Contact Person(s) Telephone Number: (269) 329-3656

7. Contact Person(s) Fax Number: (269) 323-2484

8. Contact Person(s) Email Address: caardema@avbinc.com

9. Entity Type: ☒ Proprietorship ☐ Partnership ☐ Corporation
   ☐ Other (specify): _____

10. Describe nature and history of business: This business is focused on the investment and development of real estate within the Kalamazoo area.

11. List similar projects developed over the last five years (if any): The business ownership has been involved in the Trade Centre development along I-94 in Portage, the First Community Federal Credit Union redevelopment in Parchment and the development and construction of several retail centers along Gull Road in Comstock Township.

Proposed Project Site Information:

12. Address(es): Approximately 41 parcels bounded by Stadium Drive, Drake Road, West Michigan Avenue and US-131; excluding the northeast corner.

13. Tax I.D.(s) (If known): Currently configured as 41 parcels.

14. Present Owner(s): Gesmundo, LLC

15. Date Present Owner(s) Acquired Property (If known): 1992 to 2013

16. Does applicant have land control:
    ☐ No
    ☒ Yes
    If yes, please describe (owner, lessee, option or purchase agreement, etc.):
    Gesmundo, LLC owns all parcels proposed for redevelopment

17. Any currently known environmental issues? Asbestos is currently being abated in existing residential structures. The existing buildings and infrastructure are also obsolete.

18. Is applicant a liable party for environmental issues at site? ☐ No ☐ Yes

19. Is access to site permitted? ☐ No ☒ Yes

20. Project type: ☒ New ☐ Relocation ☐ Expansion ☐ Rehabilitation

21. Project Size: Parcel size (acres): Approximately 39 acres

    Existing building area (square feet): All existing residential structures slated for demolition.

    New building area (square feet): First building will be approximately 150,000 SF, Additional buildings will follow.

22. Project timeline (Proposed or Actual):

    Start date: January 2014 Completion Date: November 2014 (Phase 1)

23. Additional materials (Please check those items that are available and attach to your application, if possible)

    ☐ Business Plan ☐ Financial Commitments ☒ Architectural/Site Plans
    ☐ Market Analysis ☒ Environmental Information/Reports

Tax Base Information:

24. Total Investment Anticipated: $ 70,000,000.00

    If available, please attach a detailed projection of project costs and proposed funding sources. Categories of costs may include real estate, demolition, environmental, new construction, renovation, new equipment, and other as appropriate.

25. Eligible activities for which potential funding may be sought:

    ☒ Phase I ESA ☒ Phase II ESA ☒ BEA ☒ Due Care ☒ Clean-up Planning

26. Current State Equalized Value: $ Approximately $1,200,000.00

27. Estimated State Equalized Value after Project Completion: $ 25,000,000.00

Employment Information:

28. Full Time Equivalent (FTE) Employees:

FTE Jobs Retained: 0 FTE Jobs Created: 665

Signature on this page is required along with the contact information requested.

I certify that the foregoing is true and accurate to the best of my knowledge and that I am hereby authorized to submit this application on behalf of the proposed project and requesting party:

Signature 2/6/14 Date

AUTHORIZED AGENT
Title

Direct dial office or cell number(269) 329-3636

Fax number(269) 323-2484

Email address~~gdobson~~ joeg@avbinc.com

If you have questions regarding the application, please contact:

Kalamazoo County Government
Lotta Jarnefelt, Director
Department of Planning and Community Development
201 W. Kalamazoo Avenue, Room 101
Kalamazoo, Michigan 49007

Office Phone: (269) 384-8112
Email: lmjarn@kalcounty.com
Office Fax: (269) 383-8920

Exhibit A to Grant Application – Subject to Modification by Authority – 05-08-2011

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement is made as of FEBRUARY 6, 2014, by and between "GESMUNDO, LLC" ("Applicant") and The Kalamazoo County Brownfield Redevelopment Authority (the "Authority").

The Applicant has applied to the Authority for funding for Brownfield Assessment and Planning (the "Funds"). The Applicant desires to use the Funds to pay for the costs of *"list of proposed eligible activities i.e. Phase I and II environmental site assessment, baseline environmental assessment, due care plan, creation of a Brownfield plan and similar and related costs* (the "Costs") to be incurred in connection with the Applicant's proposed acquisition and development of the property and facility at KALAMAZOO, Michigan, currently owned by GESMUNDO, LLC (the "Site"). If the Authority grants the application of the Applicant for Funds, the Authority may incur Costs, or obligate itself to incur Costs, on behalf of the Applicant. To induce the Authority to act favorably on the Applicant's application and assure the Authority that the Applicant will reimburse the Authority for any Costs incurred by it if Applicant does not consummate acquisition and development of the Site within one year, the Applicant and Authority are hereby entering into this Reimbursement Agreement.

Accordingly, the Applicant and the Authority, in consideration of the foregoing premises and for other good and valuable consideration, hereby agree as follows, intending to be legally bound:

1. Agreement to Reimburse Authority. If the Authority incurs Costs on behalf of the Applicant with respect to the Site, and if the Applicant fails to consummate the purchase of the Site and commence development of the site within 12 months for any reason, the Applicant will reimburse the Authority for all such Costs incurred by the Authority.

2. Reimbursement Procedure. The Authority may request reimbursement of Costs at any time after the Authority determines in its reasonable judgment that it is entitled reimbursement pursuant to Section 1 above. Such request shall be in writing and shall be accompanied by receipts or other documentation reasonably sufficient to establish the veracity and amount of the Costs being requested for reimbursement. The Applicant shall reimburse the Authority within 30 days after receiving such a written request for reimbursement.

3. Funding Guarantee. The Authority does require posting of security to secure reimbursement to the Authority for Costs. The security could include, at a minimum, a personal guarantee of funds or property or assets as appropriate to assure the Authority that the Applicant will either follow through with the planned activity or reimburse the Authority its Costs.

4. Effective Time; Termination. This Agreement shall govern and become operative if and when the Applicant's application for Funds is approved and the Authority incurs Costs; the Agreement shall then continue in full force and effect until the earlier of (i) commencement of development by Applicant or (ii) reimbursement of all Costs by Applicant. If Applicant's application is not approved or the Authority does not incur any Costs with respect thereto, this Agreement shall be null, void and of no further effect.

5. Miscellaneous. This Agreement: shall be governed by the internal laws of the State of Michigan; may be signed in one or more counterparts, each of which shall be enforceable as an original; may only be amended by further written agreement of the Authority and the Applicant; is intended to be legally binding on the parties and their successors and assigns; and constitutes the entire understanding of the parties with respect to its subject matter.

In witness of their agreement to be legally bound by the terms of this Reimbursement Agreement, the Authority and the Applicant have set forth their signatures below by their duly authorized representatives.

Kalamazoo County Brownfield Redevelopment Authority

By: _____

Its: _____
pursuant to resolution of the Authority dated _____

Developer _____

By: JOSEPH GESMUNDO
Authorized Agent

Address of Developer:

NAME: GESMUNDO, LLC
Street/Number 4200 W. CENTRE AVE.
City, State, Zip PORTAGE, MI 49024

Phone (269) 323-2022
Fax (269) 323-2484
Email caardema@aubinc.com

rev 05082012

BROWNFIELD PLAN DEVELOPMENT AGREEMENT

THIS BROWNFIELD PLAN DEVELOPMENT AGREEMENT (the "Agreement"), is entered into on _____, 20__ between the **KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporate established pursuant to Act 381 of the Public Acts of 1996, as amended ("Act 381"), whose address is 201 W. Kalamazoo Avenue, Room 101, Kalamazoo, Michigan 49007 (the "Authority"), and South Portage Road LLC**,** a Michigan Limited Liability Company, whose address is 9008 Portage Road, Portage, Michigan 49002 (the "Developer").

RECITALS

WHEREAS, the Authority, the City of Portage, and Kalamazoo County have determined that brownfield redevelopment constitutes the performance of an essential public purpose which protects and promotes the public health, safety and welfare.

WHEREAS, Kalamazoo County has established a Brownfield Redevelopment Authority (the "Authority") and the Authority and the County have adopted a Brownfield Plan (the "Plan"), pursuant to the provisions of PA, 1996, Act 381, being MCL 125.2651, et seq., (the "Act").

WHEREAS, the Authority and the County have designated certain properties that have conditions of environmental contamination as appropriate sites for redevelopment and inclusion into the Plan.

WHEREAS, Act 381 permits the use of the real and personal property tax revenues generated from the increase in value (the "Increment") to brownfield sites constituting Eligible Property under Act 381 resulting from their redevelopment to pay or reimburse the payment of costs of conducting Eligible Activities (these costs are referred to as "Eligible Costs") and, unless Developer is a liable party for the site contamination, permits the reimbursement to Developer of Eligible Costs it has incurred.

WHEREAS, Developer owns property in Kalamazoo County located at 9008 Portage Road, Portage, Michigan, 49002 (the "Property") and legally described on the attached Exhibit A.

WHEREAS, the Property has been included in the Plan and qualified as an "eligible property" under the terms of Act 381 as revised.

WHEREAS, Developer intends to redevelop the Property by renovating the existing structure and parking facility; with future plans to construct an addition to the existing structure. These investments are expected to create or retain at least 3 jobs at this location and would increase the property tax base within Kalamazoo County (the "Project").

WHEREAS, the Project will require the Developer to incur Eligible Costs associated with certain Eligible Activities including due care activities, and non environmental activities

which may require the services of various contractors, engineers, environmental consultants, attorneys and other professionals. The Eligible Costs shall not exceed $40,250.

WHEREAS, the parties are entering into this Agreement to establish the procedure for the reimbursement from Tax Increment Revenues under Act 381 as revised.

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth herein, the parties agree as follows:

1. Recitals. The above recitals are acknowledged as true and correct, and are incorporated by reference into this paragraph.

2. The Plan. The Plan, as it relates only to this Property, approved by the Authority and the Commission of Kalamazoo County, concurred by the City of Portage, is attached as Exhibit B and incorporated as part of this Agreement. To the extent provisions of the Plan or this Agreement conflict with Act 381, Act 381 controls.

3. Term of Agreement. Pursuant to the Plan the Authority shall capture that amount of Tax Increment Revenues generated from real and personal property taxes allowed by law on the Eligible Property, beginning in the first year after the year in which the Developer completes the Project and continuing until the earlier of:

3.1 Full reimbursement of the Developer's Eligible Costs for those Eligible Activities set forth in Paragraph 4, which shall not exceed $40,250; or

3.2 23 years. With five of the twenty-three (23) years designated for LSRRF only.

4. Eligible Activities. The Developer shall diligently pursue completion of the Eligible Activities summarized in the Plan and set forth in this Paragraph. The Authority shall reimburse the Developer for Eligible Costs incurred on or after the date of the inclusion of this project in the Plan and include environmental due diligence and due care, site preparation, and infrastructure improvements which may require the services of various contractors, engineers, environmental consultants, attorneys and other professionals.

5. Reimbursement Source. During the term of this Agreement and except as set forth in Paragraph 7 below, the Authority shall reimburse the Developer for its Eligible Costs, as limited under this Agreement, from all applicable Tax Increment Revenues collected from the real and personal property taxes on the Property.

6. Reimbursement Process.

6.1 Cost Reimbursement Request. The Developer will provide sufficient documentation of the Eligible Costs incurred including the dates, complete description of the work, proof of payment and detailed invoices for the costs involved for each Eligible Activity. Failure to provide the above noted information when due, or within the time permitted by the Authority under Paragraph 6.2, may result in foregone reimbursement, to the developer by the Authority, for eligible costs that have not been requested within the timeframe described above.

6.2 Authority Staff Review. The Authority Staff shall review reimbursement requests within 30 days after receiving it. If Authority Staff determines that the documentation submitted by the Developer is not complete, then Developer shall cooperate in the Authority's review by providing any additional documentation of the Eligible Costs as deemed reasonable and necessary by the Authority in order to complete its review.

6.3 Reimbursement. After both the summer and winter taxes are captured and collected on the Property, the Authority shall reimburse its Eligible and Administrative Costs and pay approved Eligible Costs to the Developer from Tax Increment Revenues that are generated from the Property in accordance with the Plan and Paragraph 6 to the extent that taxes have been captured and are available in that fiscal year. The Authority shall receive one hundred (100) percent of TIR until fully reimbursed, unless otherwise designated by the Authority. In the event that there are insufficient Tax Increment Revenues available in any given year to reimburse all of the Authority's and Developer's Eligible Costs, as described in paragraph 4, then the Authority shall reimburse the Authority or Developer only from available Tax Increment Revenues. Once the Authority is fully reimbursed for its Eligible Costs, the Developer shall receive the available Tax Increment revenue, less Administrative Costs, during the term of this Agreement. The Authority shall make additional payments, on an annual basis, toward the Developer's remaining unpaid Eligible Costs during the term of this Agreement.

6.4 Method of Reimbursement. The Authority will reimburse the Developer for Eligible Costs as follows:

Checks shall be payable to:	South Portage Road LLC
Delivered to the following address:	9008 Portage Road Portage, MI 49002 By certified mail

Delivered through electronic transfer if available through Developer

7. Adjustments. In the event that a state agency of competent jurisdiction conducting an audit of payments made to the Developer under this Agreement or a court of competent jurisdiction determines that any portion of the payments made to the Developer under this Agreement is unlawful, the Developer shall pay back to the Authority that portion of the payments made to the Developer within 30 days of the determination made by a state agency or the court as the case may be. However, the Developer shall have the right, before any such repayment is made, to appeal on its or the Authority's behalf, any such determination made by a state agency or court as the case may be. If the Developer is unsuccessful in such an appeal, the Developer shall repay the portion of payments found to be unlawful to the Authority within thirty (30) days of the date when the final determination is made on the appeal.

8. Responsibilities of Developer. In consideration of the inclusion of the Property into the Plan and the resulting financial benefits, which it expects to receive, Developer agrees to the following:

8.1 Project. The Developer intends to purchase and occupy the site. This will involve renovation of the existing building, improvements to the driveway and parking areas, and other aesthetic improvements. The Developer intends to consolidate their business, Disaster Restoration, Inc., on the property. It is also anticipated that a 1,500 square foot addition may be added to the building in 2014. The existing building requires significant investment to return it to functional use.

8.2 Employment Opportunities. Make every reasonable effort to work with the County and community employment agencies to hire County residents for new employment opportunities created by the Project, and to encourage the local contracting of construction and site related work.

8.3 Ordinances. Rehabilitate the building, and develop the Property, including landscaping and all other improvements required for the Project, in compliance with all local ordinances, site plan review and this Agreement.

8.4 Project Sign. Place on the site during rehabilitation/redevelopment a development sign provided by the Authority to promote the Project and the Authority's participation in it. Upon completion of the Project the sign will be returned to the Authority.

8.5 Promotion and Marketing. Permit the Authority to cite or to use any renderings or photographs or other materials of the Project as an example of private/public partnership and brownfield site redevelopment.

8.6 Cooperation. Assist and cooperate with the Authority in providing information that the Authority may require in providing necessary reports to governmental or other agencies.

9. Responsibilities of the Authority. In consideration of the preceding commitments of Developer the Authority further agrees to the following:

9.1 Agency Contacts. Provide Developer with appropriate service/employment agency contacts for the identification of County residents to interview for potential employment;

9.2 Cooperation. Cooperate and utilize its best efforts to obtain any governmental approvals required to close the transaction contemplated by this Agreement.

10. Legislative Authorization. This Agreement is governed by and subject to the restrictions set forth in the Act. In the event that there is legislation enacted in the future which alters or affects the amount of Tax Increment Revenues subject to capture, Eligible Properties, or Eligible Activities, then the Developer's rights and the Authority's obligations under this Agreement may be modified accordingly by agreement of the parties.

11. Freedom of Information Act. Developer stipulates that all Petitions and documentation submitted by Developer shall be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being Sections 15.23 to 15.24 of the Michigan Compiled

Laws and no claim of trade secrets or other privilege or exception to the Freedom of Information Act will be claimed by Developer as it relates to this Agreement or Petitions and supporting documentation.

12. Plan Modification. The Plan and this Agreement may be modified to the extent allowed under the Act by mutual agreement of the parties.

13. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, or one day after being sent by overnight courier, or three days after being mailed by registered mail, return receipt requested, to the following addresses (or any other address that is specified in writing by either party):

If to Developer:	South Portage Road LLC c/o Alex Gwiazdowski 1595 W Centre Ave Suite 106 Portage, MI 49024
If to the Authority:	Brownfield Redevelopment Authority 201 W. Kalamazoo Avenue, Room 101 Kalamazoo, Michigan 49007
With copy to:	County Attorney

14. Indemnification. Developer shall defend, indemnify and hold harmless the Authority, to also include the County, and any of its past, present and future members, officials, employees, agents or representatives from all losses, demands, claims, judgments, suits, costs and expenses (including without limitation the costs and fees of attorneys or other consultants) arising from or related to the capture and use of Tax Increment Revenue paid to Developer as a reimbursable payment under this Agreement made in excess of the amount of tax increment revenues the Authority is determined by the State or court to be allowed by law to use for that reimbursement.

16. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

17. Binding Effect/Third Parties. This Agreement is binding on and shall inure to the benefit of the parties to this Agreement and their respective successors, but it may not be assigned by any party without the prior written consent of the other party. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity which is not party to this Agreement.

18. Waiver. No failure of either party to complain of any act or omission on the part of the other party, no matter how long this same may continue, is considered as a waiver by that party to any of its rights hereunder. No waiver by either party, expressed or implied, of any breach of

any provision of this Agreement is considered a waiver or a consent to any subsequent breach of this same or other provision.

19. Authorization. Each of the parties represents and warrants to the other that this Agreement and its execution by the individual on its behalf are authorized by the board of directors or other governing body of that party.

20. Entire Agreement. This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them.

21. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

22. Definitions.

"Additional Response Activities" are defined by Section 2(a) of Act 381;
"Baseline Environmental Assessment Activities" is defined by Section 2(d) of Act 381;
"Brownfield Plan or Plans" is defined by Section 2(g) of Act 381;
"Due Care Activities" is defined by Section 2(k) of Act 381;
"Eligible Activities" is defined by Section 2(l) of Act 381;
"Eligible Property or Properties" is defined by Section 2(m) Act 381;
"Tax Increment Revenues" is defined by Section 2(aa) of Act 381, and, for purposes of this Agreement, includes both school taxes and local (non-school) taxes.

Witnesses:

_____

_____

_____

_____

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

By_____

Title_____

Date_____

South Portage Road LLC

By_____

Title_____

Date_____

AGREEMENT REGARDING THE SOUTH COUNTY MILL 300 W HIGHWAY, VICKSBURG, MI VICKSBURG VILLAGE SITE PROPERTY TRANSFER AND ASSESSMENT

THE KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (KCBRA), a Michigan public body corporate, 201 West Kalamazoo Ave, Kalamazoo, MI 49007, THE KALAMAZOO COUNTY LAND BANK AUTHORITY (Land Bank), a Michigan public body corporate organized pursuant to the Michigan Land Bank Fast Track Act, 2003 P.A. 258, MCL § 124.751 et seq., as amended (the "Land Bank Act") 229 E. Michigan Ave., Suite 340, Kalamazoo, MI 49007, THE VILLAGE OF VICKSBURG (Village), 126 North Kalamazoo Ave, Vicksburg, MI 49097, a Michigan public body corporate, and THE VILLAGE OF VICKSBURG BROWNFIELD REVDEVELOPMENT AUTHORITY (VVBRA), 126 North Kalamazoo Ave, Vicksburg, MI 49097, a Michigan public body corporate, in consideration of the provisions specified below, agree to this Agreement for the acquisition, assessment, potential cleanup, preparation, demolition, promotion, and sale of the South County Mill (Mill) property located in the Village of Vicksburg, Kalamazoo County.

RECITALS:

A. The KCBRA was established under the auspices of the Brownfield Redevelopment Financing Act, 1996 PA 381, as amended (Act 381) by the Kalamazoo County Board of Commissioners by resolution in 2002.

B. Since the KCBRA was established, it has used grant and other funding to pay for Phase I, Phase II, BEA and Due Care Plan activities in several projects. These activities have aided the redevelopment of several properties.

C. The Treasurer of Kalamazoo County has acquired through tax foreclosure procedures in accordance with 1983 P.A. 206, as amended by 1999 P.A. 123, MCL 211.1 et seq. property # 14-13-470-036, located at 300 W Highway in the Village of Vicksburg, Kalamazoo County, known as the "South County Mill" (Mill) Property. The Land Bank has acquired the adjoining parcel with the connected, newer constructed building to the west, property # 14-13-470-038. Collectively these parcels are referred to as the "Property".

D. Pursuant to PA 146 of 2000, once the Land Bank takes ownership of the Mill property, the entire site, the Property, is eligible for inclusion in the County's Brownfield Plan, as periodically amended and restated.

E. The KCBRA and the Land Bank have taken co-operative efforts in the past that maximize the tools available for redevelopment of Brownfield sites owned by the Land Bank. By way of example, the Land Bank and KCBRA are partnering on the redevelopment of 306 North Grand in Schoolcraft, MI.

F. The KCBRA, the Land Bank, the Village of Vicksburg, and the VVBRA recognize that to achieve the mutual goal of returning the Property to productive use, the cooperative effort of all parties is needed. This Agreement will therefore serve the best interests of community.

G. The Vicksburg Brownfield has an approved brownfield plan on property # 14-13-470-038.

H. This Interlocal Agreement is made pursuant to 1967 PA 7, as amended, MCL 124.501 et seq.

Accordingly, the KCBRA, Land Bank, Village of Vicksburg, and the VVBRA agree to the following terms and conditions:

TERMS AND CONDITIONS:

1. Recitals: The recitals accurately reflect the intent and purpose of this Agreement and are made a part of it.

2. Description of Property: The Properties are described in Attachment A and are collectively known as "Property".

   Property # 14-13-470-036: VILLAGE OF VICKSBURG UNPLATTEDSEC 13-4- 11 BEG AT S 1/4 POST TH N ALG N & S 1/4 LI 440 FT TH W 399 FT TH N 220 FT TH E 102 FT TH N 140.56 FT TH E 459.33 FT TH N PAR WI N & S 1/4 LI 385 FT TH W 439.31 FT TH N PAR WI N & S 1/4 LI TO A PT ON WLY EXT OF S LI OF WASHINGTON ST TH S 89DEG03'16"E ALG SD EXT AND ON S LI OF WASHINGTON ST 729.98 FT TH S 01DEG02'W 34.25 FT TH S 13DEG18'E 252.31 FT TH S88DEG58'32"E 220.47 FT TH N08DEG29'01"E 281.17 FT TO S LI OF WASHINGTON ST TH E ALG S LI 231.44 FT TO CTR LI OF PORTAGE CREEK TO A PT 753.76 FT E OF N & S 1/4 LI AND 478.5 FT N OF S LI OF SEC TH ALG SD CTR LI TO A PT 478.5 FT N OF S SEC LI TH W PAR WI S SEC LI 69.43 FT TH S PAR WI N & S 1/4 LI 478.5 FT TO S SEC LI TH W THEREON 684.42 FT TO BEG 2009 LOT LINE ADJ 13-470-035 & 040 INTO 13-470-036 & 041

   Property # 14-13-470-038: VILLAGE OF VICKSBURG UNPLATTED SEC 13-4- 11 COM AT S 1/4 POST TH N 00 DEG 02 MIN 15 SEC W ALG N & S 1/4 LI 440 FT TH S 89 DEG 41 MIN 38 SEC W 295 FT TH N 00 DEG 02 MIN 15 SEC W 360.56 FT TO POB TH CON'T N 00 DEG 02 MIN 15 SEC W 385 FT TH N 89 DEG 57 MIN 37 SEC E 459.31 FT TH S OO DEG 02 MIN 23 SEC E 385 FT TH S 89 DEG 57 MIN 37 SEC W 459.33 FT TO BEG. *4.06 AC

The Property is currently vacant.

3. Description of Project: The intent and purpose of this Agreement is threefold:
   a) The Land Bank has taken ownership of property # 14-13-470-038 and will also take ownership of property # 14-13-470-036 from the County Treasurer and will hold the Property, incurring all holding costs, until the sale thereof. The Land Bank may recover any costs related to the Property or general administrative costs through lease proceeds.
   b) KCBRA, through their designated environmental consultant, will administer and/or oversee the environmental assessment (Phase I, Phase II, BEA, Due Care Plan),

possible cleanup of the Property, and any other activities deemed necessary by the KCBRA Board to prepare the Property for redevelopment.

c) The Village of Vicksburg and the VVBRA will take all required actions to allow the KCBRA to add the Property to the Kalamazoo County Brownfield Plan allowing for reimbursement of KCBRA's Eligible Activities and collection towards KCBRA's Local Site Remediation Revolving Fund via all available tax increment financing pursuant to Act 381 of 1996.

The activities described in this paragraph will be collectively referred to as the "Project".

4. Duties and Responsibilities of the Kalamazoo County Land Bank: The duties and responsibilities of the Land Bank towards completion of the Project include the following:

a) At the discretion of the Land Bank, provide funds to cover the costs of acquiring and holding the Property, including any maintenance of the Property that is or may become necessary.
b) Actively market the Property.
    a. Place signage that denotes the availability of the Property for lease or purchase within ninety (90) days of signing this agreement.
c) Attract developers or private business to the site.
d) Negotiate terms and coordinate the sale of the Property.
e) Collect 50% of the statutorily available taxes for five years beginning the first full calendar year after sale, pursuant to Michigan Public Acts 260 and 261 of 2003.
f) Collect the proceeds from lease or sale of the Property.
g) Provide assistance and expertise to secure outside grants and loans towards the remediation and redevelopment of the Property.

In fulfilling these responsibilities, the Land Bank may, at its discretion, lease or sell a portion of the Property. In the circumstance of a partial sale, the parties will be entitled to the benefits of the sale (e.g. tax capture revenue, sales proceeds, etc.) of the portion of the Property sold.

5. Duties and Responsibilities of KCBRA: The duties and responsibilities of KCBRA towards completion of the Project include the following:

a) Engage the services of their designated environmental consultant/contractor (Contractor) to perform environmental site assessments if deemed necessary in order to facilitate the return of the Property to functional use as determined by the KCBRA at its sole discretion. The site assessment activities may include Phase I, Phase II, BEA, and Due Care Plan activities.
b) Conduct a Phase I Environmental Site Assessment and Baseline Environmental Assessment on the western parcel (Property # 14-13-470-038) to ensure the new holders of the Property are not in the chain of contamination.
c) At the discretion of the KCBRA, the KCBRA may utilize the services of the Contractor to write a Brownfield Plan. If so, the KCBRA will seek Brownfield Plan approval from appropriate bodies.
d) Provide funds for contractual work through the approval of a Work Order and oversee the activities of the Contractor, and ensure that sufficient documentation of the activities performed by a Contractor is provided to KCBRA, including the dates and complete description of the work (some or all of which may be considered an eligible activity under Public Act 381 of 1996).

e) Assist Land Bank in attracting developers or private business to the Property.
f) Provide assistance and expertise to secure outside grants and loans towards the remediation and redevelopment of the Property.

6. Duties and Responsibilities of The Village of Vicksburg and and the VVBRA: The duties and responsibilities of the Village and the VVBRA towards completion of the Project include the following:
   a) Extinguish or rescind the existing Brownfield Plan on property # 14-13-470-038.
   b) Concur with a KCBRA Brownfield Plan if written with provisions consistent with purposes outlined in this document.
   c) Grant the KCBRA the authority to collect all statutorily available tax increment revenue, if the site is entered into a Brownfield Plan, for the times set forth hereinafter.
   d) Where possible, actively market the Property via referrals to the Land Bank or its assigns.
   e) Where possible, attract developers or private business to the Property.

7. Reimbursement and allocation of income generated and statutorily available taxes after redevelopment:
   a) The net lease or sale proceeds from the Property (including partial leases or sales) will remain with the Land Bank.
   b) Beginning the tax year after the Property (or a portion thereof) has been sold, and for the next five tax years, the Land Bank will capture fifty (50%) percent of all statutorily available taxes pursuant to Michigan Public Acts 260 and 261 of 2003.; the KCBRA will capture the remainder of all statutorily available taxes pursuant to the Land Bank Act and Act 381 of 1996, as reimbursement for costs incurred for the Project.
   c) Beginning the sixth tax year after sale and continuing as allowed to by law and until all KCBRA and Land Bank eligible expenses (or other approved owner/developer eligible expenses) (together, Eligible Expenses) incurred with regard to the Property are completely reimbursed, the KCBRA shall receive 100% of all taxes as allowed to be recaptured pursuant to law.
   d) Beginning the tax year after all Eligible Expenses incurred in this project are completely reimbursed, and continuing for the next five tax years, the KCBRA shall receive 100% of all statutorily available taxes for inclusion into the KCBRA's local site remediation revolving fund (LSRRF).
   e) Thereafter, all taxes shall be distributed to the appropriate taxing authorities.

8. Binding Effect: The obligations of the parties under this Agreement shall bind and inure to the benefit of each party and their respective successors. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity which is not party to this Agreement.

9. Notices: Any notices that may be required under this Agreement shall be in writing and delivered personally, or via first-class mail, postage fully prepaid and properly addressed to:

Land Bank: Kelly Clarke, Executive Director
229 E. Michigan Ave., Suite 340
Kalamazoo, MI 49007

KCBRA:	Kalamazoo County Brownfield Redevelopment Authority Planning Dept, Room 101 201 W. Kalamazoo Ave Kalamazoo, MI 49007
Village of Vicksburg:	William Adams, Village President 126 N Kalamazoo Ave Vicksburg, MI 49097
VVBRA:	[Insert contact information here]

10. Indemnification: As all parties are governmental entities, each agrees, to the extent permitted by law, to indemnify and hold each other harmless, including its elected officials, agents, employees, officers and representatives, from all fines, costs, lawsuits, claims, demands and actions of any kind or nature, including reasonable attorney fees, which occur by reason of any wrongful act, negligence or wrongful omission on its part. For purposes of this paragraph, the County of Kalamazoo is considered included as an indemnified party.

11. Governing Law. This Agreement has been executed and delivered in Michigan. It shall be interpreted, construed and enforced pursuant to and in accordance with the laws of the State of Michigan.

12. Assignment. No assignment of this Agreement or any of the rights and obligations thereunder shall be valid without the specific written consent of all parties hereto.

13. Severability. In the event any provision of this Agreement is held to be unenforceable for any reason, this unenforceability thereof shall not affect the remainder of this Agreement which shall remain in full force and effect and enforceable in accordance with its remaining terms.

14. Counterparts. This Agreement may be executed in any number of counterparts and each such counterpart shall be considered a valid original.

15. Entire Agreement. This Agreement supersedes all previous or contemporaneous negotiations and/or contracts and constitutes the entire agreement between the parties. No party shall be entitled to rights or benefits other than those specified herein. No oral statements or prior or contemporaneous written material not specifically incorporated herein shall be of any force and effect, and both parties specifically acknowledge, in entering into and executing this Agreement, they rely solely upon the representations and agreements contained in this Agreement and no others.

15. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

KALAMAZOO COUNTY LAND BANK AUTHORITY

Dated:_____ By: _____

Its: Chairperson

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

Dated:_____ By: _____

Its: Chairperson

VILLAGE OF VICKSBURG

Dated:_____ By: _____

Its: President

VILLAGE OF VICKSBURG BROWNFIELD REDEVELOPMENT AUTHORITY

Dated:_____ By: _____

Its: President