KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

MEETING DATE:	**Thursday, August 28, 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 July 24, 2014
5. Citizens Comments *(4 minutes each / Please state name and address)*
6. Financial Report and Administrative Expenses
   a. **Discussion:** 2014 Year to Date
   b. **Action:** Mileage Reimbursements
7. Discussion and/or Action Calendar
   a. **Discussion/Action** – Corner @ Drake
      i. Project Update
      ii. Brownfield Plan and Timeline Discussion
      iii. Development Agreement
      iv. Envirologic Invoice - $1,471.25
   b. **Discussion/Action** – Vicksburg Mill
      i. Project Update
      ii. Agreement
      iii. Project Application/Brownfield Plan
      iv. Work Order #12 – Brownfield Plan, $15,500.00
   c. **Discussion/Action** - Envirologic Invoices
      i. Chem Link - $655.95
      ii. General - $210.00
   d. **Discussion/Action** – General Mills Expenses – Need total
   e. **Discussion/Action** – Envirologic Contract – Needs to be updated
   f. **Discussion/Action** – Legal Services Contract
   g. **Discussion/Action** – 2013 Annual Report
8. Staff Reports
   a.
9. Committees - times dates and places
   a. Land Bank Report–
   b. Project/Finance Committee– verbal report, meeting schedule Thursday, Sept 11th, 4:00 pm
   c. Executive Committee – verbal report, meeting schedule Friday, Sept 12th, 8:30 am
   d. PR/Media Committee –
10. Other
11. Board Member Comments
12. Adjournment

Next Meeting: 4th Thursday – September 25, 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, July 24, 2014**
PLACE OF MEETING:	County Administration Building 201 West Kalamazoo Avenue, 207a
TIME:	4:00 pm

MINUTES

Present: Julie Rogers, Ken Peregon, Thell Woods, Andy Wenzel, Anne Summerfield, Christopher Carew, Travis Grimwood

Members Excused: Joe Agostinelli, James Spurr, Habib Mandwee, Tim Hudson

Kalamazoo Township: George Cochran

Staff: Lotta Jarnefelt, Lee Adams

Consultant: Jeff Hawkins

Recording Secretary: Zeña Vos

Community: 2

1. Vice Chair Peregon called the meeting to Order at 4:06 p.m.
2. Members Excused: Joe Agostinelli, James Spurr, Habib Mandwee, Tim Hudson
3. Approval of the Agenda: added "Update on the Vicksburg Mill" as item 8b. **Wenzel moved and Woods seconded the approval of the agenda as amended. Motion Carried.**
4. Approval of Minutes: **Woods moved and Carew seconded the approval of June 26, 2014 minutes. Motion Carried.**
5. Citizens Comments: None
6. Financial Report and Administrative Expenses
   a. **Action:** 2nd Quarter Administrative Expenses - $3,600.72
      Woods moved and Carew seconded the approval of payment of invoice # BRA-2-2014. Motion Carried.

   b. **Discussion:** 2014 Year to Date
      Jarnefelt explained the spreadsheet included in the packet. She also shared that the first quarter invoice has not been processed yet by Finance.

7. Discussion and/or Action Calendar
   a. **Action** - 9008 Portage Road Update
      Hawkins stated that MDEQ is done with the planned work on the site. Envirologic is now working on putting together the 381 Work Plan, the intent is to have it reviewed at the next committee meetings.

      i. Invoice 00123 - $1,428.75
         Hawkins stated this is a continuation of work that is related to 381 Work Plan evaluation and Due Care activity at the site. This is part of WO #4 and 4a.
         Carew moved and Wenzel seconded the approval of the invoice #00123 in the amount of $1,428.75. Motion Carried.

   b. **Discussion –** Chem Link
      i. Project Update
         Hawkins stated that the Brownfield Plan work was approved at the last meeting. Based on projections, only a little amount of TIF is available through personal property. Hawkins recommends not moving ahead at this time.

c. **Discussion** – Corner @ Drake

i. Project Update

Hawkins provided a revised timeline for this project. The Brownfield Plan draft will be reviewed in the August Committees, with potential approval at the August board meeting.

August 14-15th –present plan to committees
August 28th – Approval at KCBRA Board Meeting
Sept. 9th – Present for approval at the Oshtemo Township board meeting
Sept. 16th – County Board of Commisioners Public Hearing

Rogers stated the BOC voted to opt out of Oshtemo Township TIF and does not have the TIF policy in place yet. The BOC will be voting on it on August 6th.

Discussion ensued…

Adams asked the board for permission to have the Legal Counsel (Varnum) review the Policy Development Agreement for Corner @ Drake and Chem link.

Rogers move and Wenzel seconded the approval for Legal Council to briefly review the Policy Development Agreement of Corner @ Drake and Chem Link.

Summerfield suggested to have Varnum call the staff if they identify major issues in the Agreement before further review.

Hawkins recommended waiting on the Chem Link Development Agreement.

Motion amended, to briefly review Policy Development Agreement for Corner @ Drake only. Motion Carried.

d. **Discussion** – Local Site Remediation Revolving Loan Fund

i. Continued Discussion and Possible Action

Adams stated they could draft the policy for board to review but can go in two divergent directions. He stated the Board could let the money sit and wait for a big project or it could use the funds as they come in on eligible expenses.

Woods stated that the funds should be kept separate so they can spend them on specific special projects.

Rogers expressed a preference to wait for bigger projects. She also stated that the BRA can actively market the funds through Southwest Michigan First.

Hawkins agreed with Rogers. He stated that the Board could model their funds after other state and local organization with similar pots of money.

Several on the board felt it would be good to focus the funds on a few key sites. Discussion ensured about the KCBRA site prioritization list.

8. Staff Reports

a. County TIF Policy – included in previous discussion

b. South County Mill

Adams stated that he and a few others met with a potential developer earlier that

afternoon. The potential developer is very interested in the site. Adams encouraged him to submit an application as soon as possible.

Hawkins stated he is still in communication with some of the attorneys representing previous owners of the mill. They were seeking an update. He let them know that the MDEQ has implemented their Brownfield assessment on the property and that he still waiting for the data.

Board wants to tour the site sometime in September. Adams will send out dates to choose from.

9. Committees - times dates and places
    a. Land Bank Report–
       Woods stated that the Land Bank meeting was on the 7th but he was not notified.

    b. Project/Finance Committee– verbal report, meeting schedule Thursday, Aug 8th, 4:00 pm
        i. Changed to August 15th, 4:00 pm
    c. Executive Committee – verbal report, meeting schedule Thuersday, Aug 14th, 8:30 am
    d. PR/Media Committee –
10. Other
    Woods suggested postponing the EDC meeting until next month.
11. Board Member Comments
    Wenzel mentioned that it is may be important to mention to Oshtemo Township officials that Brownfield funds captured on the Corner @ Drake Site could help other Brownfield sites in Oshtemo Township, like the Citgo Station in the DDA.
12. Adjournment at 5:32 p.m.

Next Meeting: 4th Thursday – August 28, 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	BAL-YR	BAL-CUMUL
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
Brownfield Redevelopment Authority Fund 2014	Revenues	Expenses	Encumbrances	REV-EXP		
County BRA (acct 247-000-) PO 9853	2,750	17,004	2,500	-16,754		
Midlink local TIR tax (acct 247-001-)	17,729	0		17,729		
Midlink school TIR tax (acct 247-001-)	0	0		0		
Brown Family/Beckan Industries (acct 247-002)	8,218	0		8,218		
BRA ACTUAL TOTAL 2014 AS OF 8-20-2014	28,697	17,004	2,500	9,193	9,193	150,383
2014 TIF received, not processed in County accounting yet:						
Midlink local TIR tax (acct 247-001-) 8-15-14	31,758					
TOTAL	31,758	0			31,758	182,141
2014 Pending remaining of approved Work Orders 7-23-2014:						
WO#3 Kartar ($11,400 approved in WO#1 & 3)		338				
WO#6 GenMills ($32,400 approved in WO#2 & 6)		1,505				
WO#8 Portage ($10,000+3500 appr 6-26 in WO#4 & 8)		5,181				
WO#5 Lake St ($12,000 approved in WO#5)		964				
WO# 10 Corner@Drake ($4,000 approved in WO#10)		3,125				
WO#11 ChemLink ($6,000 approved in WO#11)		199				
TOTAL		11,311			-11,311	170,830

COUNTY OF KALAMAZOO
TRAVEL EXPENSE FORM
2014 MILEAGE ONLY

Employee Name	Vendor #	Date Submitted
Lee Adams		Jul 30, 2014
Street Address 2516 Benton	**Department:** Planning	
City, State, Zip Code Kalamazoo, MI 49008	**Period Covered From:** Jan 1, 2014	**Period Covered To:** Jul 30, 2014

Date	Description (include point to point traveled and purpose of trip)	Mileage Travel	Mileage Training
Jan 15, 2014	Vicksburg Paper Mill Meeting - Angel's Crossing	29.8	
Feb 7, 2014	Meeting with Realtor for Vicksburg Mill - Park Trades and Mill site	34.2	
Feb 12, 2014	Meeting with Envirologic (BRA Policy) - 2960 Interstate Pkwy, Kalamazoo	9.8	
Feb 17, 2014	Meeting with Potential Mill Site Realtor	9.1	
Mar 31, 2014	Meeting with Vicksburg BRA (Mill MOU) - Vicksburg	28.7	
Apr 3, 2014	Meeting with Oshtemo Township - Oshtemo Town Hall	11.6	
Apr 25, 2014	Construction Meeting at 9008 Portage Road	17.2	
May 1, 2014	Meeting with Schoolcraft Village (Chemlink) - Village Hall	30.6	
May 5, 2014	Schoolcraft Village Council Presentation (Chemlink) - Village Hall	30.6	
May 19, 2014	Meeting with Vicksburg BRA (Mill MOU) - Vicksburg	28.7	
Jun 2, 2014	Presentation at Vicksburg Council (Mill) - Vicksburg	28.7	
Jun 24, 2014	Presentation at DDA (Mill) - Vicksburg	28.7	
Jul 24, 2014	Meeting with Developer at Mill - Vicksburg	30.4	

Total Mileage	318.1	
Travel Account 247-000-860.00		178.14
Training Account		.00
	Total Due	178.14

I HEARBY CERTIFY THAT ALL ITEMS OF EXPENSE INCLUDED IN THIS STATEMENT WERE INCURRED IN THE DISCHARGE OF AUTHORIZED OFFICIAL BUSINESS: THAT THE AMOUNTS ARE CORRECT; THAT PROPER DOCUMENTATION HAS BEEN SUBMITTED: AND THAT THEY REPRESENT PROPER CHARGES AGAINST THE COUNTY.

Lee Adams — 7/30/14
Employee Signature — Date

Jolette Jonkfelt — 7/30/14
Authorized Signature — Date

COUNTY OF KALAMAZOO
TRAVEL EXPENSE FORM
2014 MILEAGE ONLY

Employee Name	Vendor #	Date Submitted
Lotta Jarnefelt		Jul 24, 2014

Street Address	Department:
2201 Frederick Ave	Planning

City, State, Zip Code	Period Covered From:	Period Covered To:
Kalamazoo MI 49008	Jan 15, 2014	May 29, 2014

Date	Description (include point to point traveled and purpose of trip)	Mileage Travel	Mileage Training
Jan 15, 2014	Kalamazoo-Vicksburg/Angels Crossing-Kalamazoo. Meeting re: Vicksbur	40.0	
Feb 7, 2014	Kalamazoo-Vicksburg/Fox Mill-Kalamazoo.	40.0	
May 29, 2014	Kalamazoo-Lansing-Kalamazoo. MEDA conference, Crowne Plaza Lansin	146.0	
	Total Mileage	226.0	
	Travel Account 247-000-860.00		126.56
	Training Account		.00
	Total Due		126.56

I HEARBY CERTIFY THAT ALL ITEMS OF EXPENSE INCLUDED IN THIS STATEMENT WERE INCURRED IN THE DISCHARGE OF AUTHORIZED OFFICIAL BUSINESS: THAT THE AMOUNTS ARE CORRECT; THAT PROPER DOCUMENTATION HAS BEEN SUBMITTED: AND THAT THEY REPRESENT PROPER CHARGES AGAINST THE COUNTY.

Employee Signature _____ Date Jul 24, 2014

Authorized Signature _____ Date _____

Corner @ Drake Plan Projected Timeline

The timeline for the Corner @ Drake plan is directly impacted by the Oshtemo SoDa TIF Plan. The SoDa plan needs to have final approval before the brownfield plan to legal capture revenue. Therefore, both timelines are listed below.

SoDA:

- 8/26/14 - SoDa Board meets to review alterations to the TIF capture and eligible activities based on the County's policy
- 9/9/14 – Oshtemo Township Board takes action on the TIF plan alterations
- 10/7/14 - TIF plan alterations are presented to the County Committee of the Whole
- 10/21/14 – County Board of Commissioners takes action on the TIF plan

Brownfield Plan

- 8/28/14 KCBRA takes action on the brownfield plan
- 10/14/14 – Staff presents plan to Oshtemo Township
- 10/21/14 – Staff presents plan to County Committee of the Whole
- 10/28/14 - Oshtemo Township takes action on the plan
- 11/5/14 - County Board of Commissioners takes action on the plan

envirologic
environmental consulting + services
2960 Interstate Parkway | Kalamazoo, MI 49048
P 269.342.1100 | F 269.342.4945 | W envirologic.com

Remit payment to:
Envirologic Technologies, Inc.
2960 Interstate Parkway
Kalamazoo, MI 49048

Kalamazoo County Brownfield Redevelopment Authority (1020)
Lee Adams
Department of Planning and Community Development
201 West Kalamazoo Avenue, Room 206
Kalamazoo, MI 49007

Invoice number 00248
Date 08/11/2014

Project **140154 Kalamazoo County BRA, Corner of Drake/Stadium**

INVOICE: Through Aug 03, 2014

PHASE 1 BROWNFIELD PLAN

Professional Fees

	Hours	Rate	Billed Amount
Principal			
Jeffrey C. Hawkins			
Professional Services	1.50	140.00	210.00
Project Manager			
Erik D. Peterson			
Professional Services	13.00	95.00	1,235.00
Senior Project Manager			
David A. Stegink			
Professional Services	0.25	105.00	26.25
Professional Fees subtotal	14.75		1,471.25
Phase subtotal			1,471.25
		Invoice total	**1,471.25**

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

Department of Planning & Community Development
201 West Kalamazoo Avenue · Kalamazoo, Michigan 49007-3777
Phone: (269) 384-8112 · Fax: (269) 383-8920
Lotta Jarnefelt, Director

Memorandum

To: Potential Applicants for Brownfield Assessment Grant Funding

Kalamazoo County, through its Brownfield Redevelopment Authority (Authority), has limited funding to assist with the redevelopment of Brownfield Sites within Kalamazoo County. This funding must be used for eligible activities on eligible sites including the following:

- Phase I Environmental Site Assessments
- Phase II Environmental Site Assessments
- Baseline Environmental Assessments
- Due Care Plans and
- Clean-up Planning.

Project funding will be considered by the Authority on a case-by-case basis considering the merits of the proposed project and the funding needed. 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. All approved activities will be conducted by the County's authorized environmental consultant.

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. Either fee may be waived at the discretion of the Authority in circumstances they deem appropriate.

All applications must include a conditional reimbursement agreement should the overall project development not occur. It is Exhibit A as part of the application.

Both the application (and the conditional reimbursement agreement) can be found on the KCBRA web page – http://www.kalcounty.com/directory/boards/brownfield.htm .

You should contact us at phone or fax above or the following email – lmjarn@kalcounty.com. Pre-application contact is highly recommended and will be beneficial to our common interests.

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 the address above. The Proposed Project Application must be completed and submitted with your cover letter. Depending on the stage of your project, information may be preliminary or developing. Therefore, please provide as much information as you can at this time. Please make sure you inform us of

your project timeline requirements or flexibility so that we can relate them to KCBRA timelines and funds available to determine if potential assistance can be offered which will meet your deadlines.

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. At the meeting when your request is heard you should be present; you will be advised of that date.

Again, if you have any questions, comments or concerns, please do not hesitate to contact us. Kalamazoo County appreciates your interest in the redevelopment of our community.

Best regards,

Lotta Jarnefelt

Lotta Jarnefelt, Director
Planning and Community Development Department

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: 08-25-2014

Business Information:

2. Name of Applicant: CCM Properties LLC

3. Business Address: 107 W Michigan Avenue 4th Floor

   Kalamazoo, MI 49007

4. Business Telephone Number: 206-446-1212

5. Contact Person(s): Patrick D. Crocker Title: Manager/Attorney

6. Contact Person(s) Telephone Number: 269-381-8893 x226

7. Contact Person(s) Fax Number: 269-381-4855

8. Contact Person(s) Email Address: patrick@crockerlawfirm.com

9. Entity Type: ☐ Proprietorship ☐ Partnership ☐ Corporation
   ☒ Other (specify): limited liability company

10. Describe nature and history of business: a warehouse space used for light manufacturing.

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

Proposed Project Site Information:

12. Address(es): 300 West Highway Street, Vicksburg, MI 49097

13. Tax I.D.(s) (If known): 14-13-470-038

14. Present Owner(s): Kalamazoo County Land Bank

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

16. Does applicant have land control:
    ☒ No
    ☐ Yes

If yes, please describe (owner, lessee, option or purchase agreement, etc.):

17. Any currently known environmental issues? Yes

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): 4.08

Existing building area (square feet): approx 135,000 s.f.

New building area (square feet): approx 135,000 s.f.-28,000 s.f.(demolish)=approx. 107,000

22. Project timeline (Proposed or Actual):

Start date: January 2015 Completion Date: January 2018

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: $ 500,000

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: $ 0

27. Estimated State Equalized Value after Project Completion: $ unknown

Employment Information:

28. Full Time Equivalent (FTE) Employees:

FTE Jobs Retained: 0 FTE Jobs Created: 20

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 8-25-14 Date

Manager/Attorney CCM Properties, LLC
Title

Direct dial office or cell number 269-381-8893 X226

Fax number 269-381-4855

Email address patrick@crockerlawfirm.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 _____, 2012, by and between "_____" ("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 _____, Michigan, currently owned by _____ (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: _____
Authorized Agent

Address of Developer:

NAME: _____
Street/Number _____
City, State, Zip _____

Phone _____
Fax _____
Email _____

rev 05082012

Proposal Submission for Acquisition of Kalamazoo County Land Bank Property 6/9/2014

Vicksburg Mill- NW Warehouse

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1212 3rd Ave W.
Seattle, WA 98119
Phone: 206.446.1212
Fax: 206.441.7965
E-Mail: cmoore@concordfax.com
Web: www.concordfax.com

Executive Summary

My desire to invest in the future of Vicksburg isn't based only on a need to give back to my community, but as any good entrepreneur knows, you pursue ventures primarily based on return on investment. I believe there is a significant return at stake here, and it's not just a financial return, but also a return to our heritage, community, and to our economic prosperity.

Across the country there are fine examples of developers who see much more than a dilapidated structure on a compromised piece of land when looking at a brownfield.(see Appendix A for Case Studies) They see potential and in pursuing that vision they are able to restore much more than the structure, but bring jobs, community revitalization, inspired design, and cutting edge innovation to their towns. Their visions have turned into reality for many communities across the US. Why not Vicksburg?

The nature and scope of the project is a bit different than my past experiences, but I'm encouraged by the level of community support I've experienced so far, and confident in the drive and talent of the team I have and will continue to assemble. The Lee Paper Company used to be the largest employer of the area and the pride of Vicksburg. It very well can be once again.

Project Overview

Unaddressed brownfields yield a negative effect on communities by posing potential harm to human health and blight. These eyesores limit economic growth and development by discouraging investment, which causes a significant reduction in employment opportunities and tax revenue. Mere proximity to brownfield sites can reduce property values, encourage crime and can project a false sense of a community in decline, despite the vitality of its residents and efforts of local government.

In an effort to truly serve the Vicksburg community this proposal has been informed by input from various community members. Chris Moore has strong ties to the community, and a deep rooted desire to preserve important pieces of Vicksburg history and to lend to the revitalization efforts of the Village of Vicksburg, Kalamazoo County, Downtown Development Authority, and the Brownfield Development Authority.

Project Scope

The overall project concerns three parcels of land; the four acre NW warehouse parcel, the paper mill in its entirety, and the 80 acres adjacent to the paper mill. These parcels are currently under different ownership. For the purposes of this proposal to Kalamazoo County, we will specifically focus on the four acre warehouse space in the NW corner of the paper mill referred to as sections # 21 & #16 in the Village of Vicksburg Brownfield Plan-Floor Plan (see Appendix D) and areas A and B on the Proposed Site Plan. Sections 17, 17A and 17B are slated to be removed. Details and future plans regarding the other parcels will come with time and collaborative efforts from various stakeholders.

Chris Moore and associates are working toward a vision that considers all three developments to ensure a unified vision to support holistic community revitalization- versus a disconnected, piecemeal approach where incoming businesses are not designed with the intention of synergistic opportunity. While the focus of this proposal is centered on the warehouse, we have been carefully considering campus-, village-, and county-wide synergies as plans progress. There are many moving parts, and Chris Moore and his associates look forward to developing a fully integrated plan that is rooted in sustainability and has both short and long term goals that stimulate the local living economy while protecting and celebrating the historic heritage of the Village of Vicksburg.

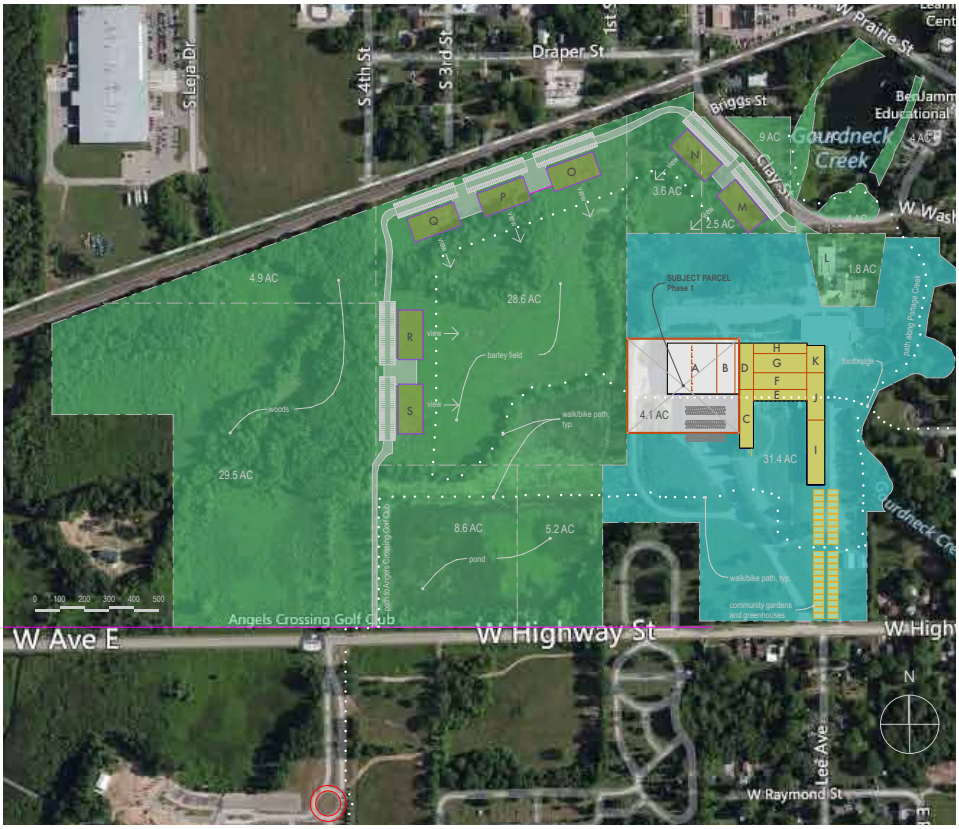
Proposed owner Chris Moore often attributes his success in entrepreneurship to his ability to pull information from a variety of talented consultants from a variety of fields. Please see Appendix E for a list of team members, consultants, and advisors.

Programming the Warehouse and Mill

The first phase of renovation will include selective demolition of areas of the structure that are beyond reasonable repair and a renovation effort on the NW warehouse space(see Key Plan below). Moore and his associates have identified potential tenants for the space and will further explore the following possibilities, listed in order of preference:

1. Extend an attractive lease offer to Perceptive Industries to house this light manufacturing company.
2. Consider tenants in the plastics and composites realm that were originally slated for the adjacent industrial site.
3. Work with DDA and other parties to identify tenants with appropriate uses and timelines.

The overall goal in renovating the site is to get the most habitable portion of the mill up and running immediately. This decision will be made based on both long- and short- term goals to activate the area and tie into the overall vision of the mill property. Chris Moore and associates have and will continue to work closely with community leadership, including Bill Adams and Kathleen Hoyle to identify tenants that would best serve the community.



Proposed Site Plan

It is estimated that brownfield cleanup and remediation efforts would take no more than two years. During that time, Moore and his associates will be aggressively planning for the overall programming of the mill, again with cooperative efforts from the community to assure we are addressing their most pressing needs. A housing development is currently slated for the West Wing of the mill, to provide attractive, affordable housing for locals and incoming resident workers in the adjacent industrial park. There are multitudes of examples across the country of dilapidated mills being converted into hotel and apartment developments. It is the most common reuse of renovated mills and the success of these transformations is heavily documented. These developments stimulate the local economy by bringing in new residents. Where there is also a hotel/short-term renting component, these developments encourage prospective residents, and offer a welcoming area for tourists and visitors that wish to experience the area for a shorter period of time. (see Appendix C for Descriptions of Areas)

Vision

As previously discussed, the overall vision incorporates the buildings and land totaling approx. 120 acres and linking the entire campus of businesses to the Village of Vicksburg through a network of paths for walking and biking, celebrating the mill's proximity to Sunset Lake, Portage Creek and Angels Crossing Golf Club and providing a strong connection to downtown Vicksburg. The paths will also connect to the proposed redeveloped pond, barley fields, woods, community gardens and the new light manufacturing/plastics industry buildings carefully situated within the adjacent acreage. (see Appendix B for Images of the Pride of Vicksburg)

In addition to acquiring the initial 4 acre parcel (which is absolutely critical to developing this campus concept and avoiding a condition of a land-locked parcel without the ability to control which structures on that parcel are saved or demolished)and renovating the two desired structures, renovating the balance of the mill will yield several opportunities to revitalize the property. It is our desire to rehabilitate the distinctive early-1900's structures and to breathe new life into them.

The image below gives a sense of the proposed campus environment that connects the mill to the new buildings beyond.

The entire mill site is conceived as a cohesive collection of buildings, businesses and activities for the Village of Vicksburg. This project honors the history by featuring compelling elements of the original buildings and site while modernizing and diversifying the uses.

Funding Considerations

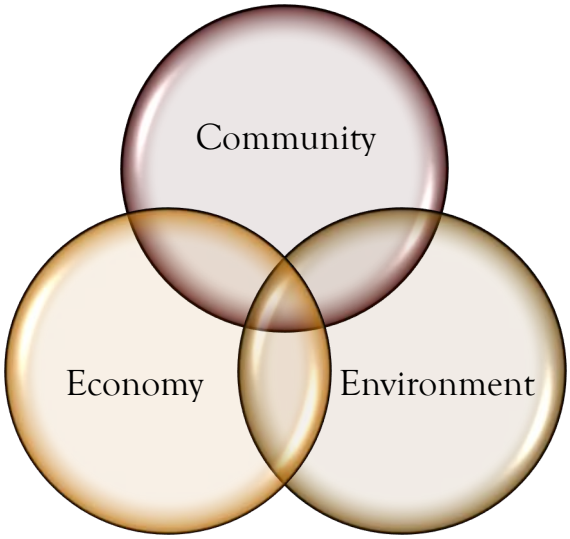
Chris Moore and associates have been working closely with community leaders to realize the incentives and credits associated with the project. Due to a very recent change in strategy we are still formulating specific numbers. By adding the adjacent 80 acres to the brownfield plan we hope to trigger more financial support. Kathleen Hoyle is currently working on a package to estimate total incentive. For the purposes of this plan, we will instead concentrate on what we know to date.

Source	Estimated Contribution
MI DEQ- Grant	$1M
MI DEQ- Loan	$1M
MEDC- Grant	$2M
Community Development Bloc Grant	$200,000
USDA Rural Development Grants/Loans	$100,000
TIF	$500,000
Private Funding	$700,000

In order to understand cash flow issues, we would like the county to know that we understand upfront investment cannot hinge completely on incentive dollars. According to our research, and with the help of Mike Frederick (Vice President, Frederick Construction), we have estimated the cost to renovate the buildings on the parcel at approximately $1,300,000. These funds are currently available for the project without the need for commercial financing. Please see the letter included with LOI documents from Chris Gruenfeld (SVP and Manager - Columbia Bank) as needed.

Community Benefit

We would like to conclude this proposal with information on how communities similar to Vicksburg have realized community benefit from brownfield development projects just like this one. While the project is complex, we won't be charging into uncharted territory, and in fact have the benefit of multiple case studies around the country where these developments have provided a tremendous source of environmental, economic, and social capital for local residents and neighboring businesses. (see Appendix A for Case Studies)



Community Benefits

- Protect the heritage and culture of Vicksburg
- Enhance public facing image of the community
- Encourage educational and cultural opportunities

Economic Benefits

- Support job creation and encourage investment
- Increase nearby property values
- Increase tax base

Environmental Benefits

- Cleanup of hazardous landscapes and structures
- Habitat restoration along newly proposed trails and community gathering spaces
- Replace outdated construction with green building developments that contribute to health of community and economy

Conclusion

The benefits of public development coupled with private investment are heavily documented in multitudes of resources. In some cases, it takes significant action from local government prior to finding an investor that will enter the process. An ideal situation involves a wholly committed investor who wishes to participate early on in a redevelopment vision for the entire parcel, to work with community government and leaders to cooperatively design a design and programming plan that fits the needs of the community. That exact situation lies before you.

There are already many fantastic plans in motion: the trail proposal that will link the town, the 80-acre industrial park adjacent to the mill, and the mounting possibilities for business development on the mill site are three major components that would benefit greatly by a united vision of all stakeholders. We look forward to the possibility of working with Kalamazoo County, the Village of Vicksburg, the Downtown Development Authority, and the Kalamazoo County Planning Commission to collaborate on a logical and elegant vision that unites these combined efforts, and adds strengths to each component.

Our redevelopment of the Vicksburg Mill will boost the local economy through job creation, increased tax base, and realized property value increases for current and future Vicksburg residents. Examples nationwide and even in communities as close as Plainwell provide strong evidence that while a venture of this nature may take significant investment the return comes back many times over in time. I'm honored to be a part of this process.

If I can address any concerns regarding this proposal, please do not hesitate to contact me. My team and I would also like to thank the members of the community that have contributed to this plan to date. With the continued support and insight of the Vicksburg and Kalamazoo County officials we are excited to make this vision a reality. In the appendices of this proposal, please find some site specific and other examples of design successes that can apply to the Vicksburg Mill property. Let's continue to imagine a future for our village that puts Vicksburg on the map as a shining example of economic revitalization, a model for community redevelopment, and marquis of design intelligence.

Sincerely,

APPENDIX A: Case Studies- Mill Redevelopment Across the Country

With the right amount of community support, proposed owner Chris Moore believes there is no reason that the Village of Vicksburg could not execute a successful redevelopment strategy, as many larger cities across the US and the world have in recent years. Over the past few weeks, Chris Moore and his associates have become students of these case studies, identifying areas of challenge and opportunity in like-minded projects. Each project had its own bumps and barriers, but all share a similar success story where the end product is eventually reached and the result is exponentially more beneficial to the community than a demolition project would have been.

The Bates Mill was a textile factory founded in 1850, in Lewiston Maine, and remained the community's largest local employer through the 1960's. The newly renovated complex now houses many businesses, including a bank, several offices, restaurants, a local museum, and The Lofts at Bates Mill- a mixed income apartment complex that attracted $5.2M in low-income housing tax credits by the Maine State Housing Authority.

In its heyday, the mill provided 600 jobs to locals, and it is the developer's goal to top that number in year 3. They are a third of the way there in year 1. The multi-use approach was a huge factor in its success, contributing a range of opportunity to community rather than one employment option.

More information
http://www.epa.gov/region1/brownfields/success/lewiston.html

The Rock Hill Cotton Factory effort was led by a desire to save an important part of labor history in Rock Hill, South Carolina. Today the mill is pressing forward with its vision to build what developers are calling a "knowledge park" which includes student housing, a research and innovation incubator, and a senior living community tailored for those seeking learning opportunities tied to the local university.

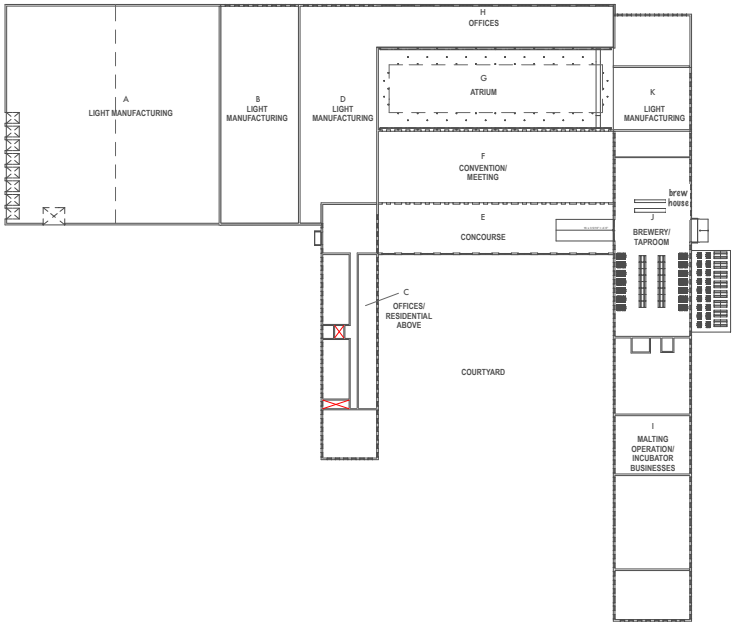
High tech companies have begun to populate the mill and are projected to bring 1000 jobs to the area.

More information http://ui.uncc.edu/gallery/mills-mend

The Loray Mill in Gastonia, North Carolina is a 600,000 square foot, 110-year old structure that began renovation in April 2013, and is nearing completion later this year. Residents will begin moving into the 190 loft-style apartments this May. Locals tour this former Firestone Mill weekly, and the developer states that some of the most fantastic revelations that led design came from locals who used to work in the mill or had relatives that did.
On a recent visit, Gastonia's mayor said, "It's taking on an entirely different life of its own…I don't think anybody's got a good feel for the economic impact this is going to have. It will be tremendous."
More information http://ui.uncc.edu/gallery/mills-mend

APPENDIX B: Images of the Pride of Vicksburg

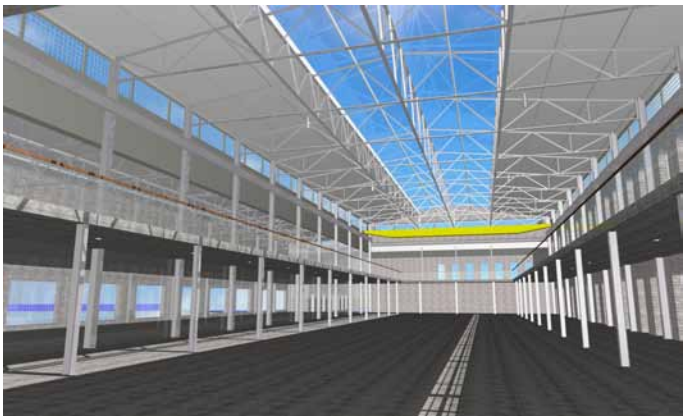
Greg will provide several images of the proposed design with descriptions.



Vicksburg Mill-The early 1900's mill shown in a revitalized condition with an extended campus of light manufacturing buildings in the background. The foreground shows the East Wing malting and brewery operations. The 5-story hotel/apartment/office West Wing is on the far side of the public courtyard. The concourse, convention and atrium spaces are located between the two wings.

Atrium Space-These images describe the proposed transformation of portion of the building located within section 7 according to the Village of Vicksburg Site Map and is referred to as area G on the Proposed Site Plan . The proposed renovation of the paper machine rooms anticipates removing the existing second floor structure, creating an atrium that will allow natural light to penetrate to the lower level of this vast structure.

Current space



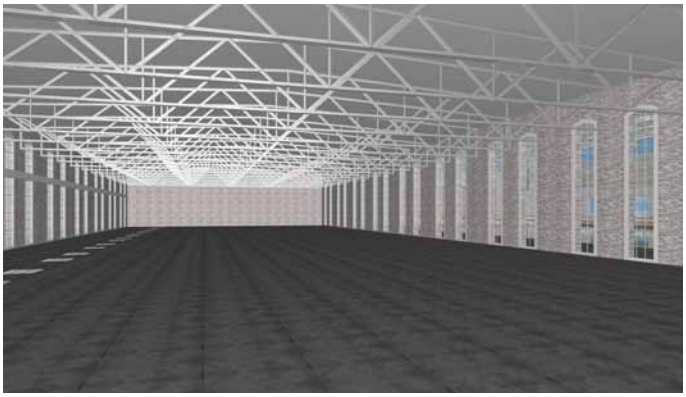
Offices and flexible convention/meeting spaces flank the atrium on both levels. The clerestories and glass roof create a dramatic feeling of openness while celebrating existing elements of the mill such as the steel trusses and gantry crane system. This space will be available for campus and community events such as lectures, symphony, etc

These activities will bring this portion of the mill to life and will serve as a significant amenity for the Village of Vicksburg and campus tenants. Greenery will soften the experience while referencing the natural elements of the campus.

Proposed Atrium Sketch

This image of the central atrium space from the Battersea Power Plant Redevelopment in London is an example of how spectacular such a repurposing can be.

Reference Image-Battersea Power Plan-London



Convention Facilities-Adjacent to the atrium, flexible convention space serves a multitude of uses. Exhibit space, meeting rooms of different sizes, are conveniently located in the center of the mill complex.

Flexible Convention Space

Public Concourse/Great Hall-Located between the Convention Facilities and the Courtyard this centralized space is the primary circulation connecting the buildings and lobbies. The Old Stove tap room is seen at the east end and the hotel/apartment lobbies are at the west end.

Concourse

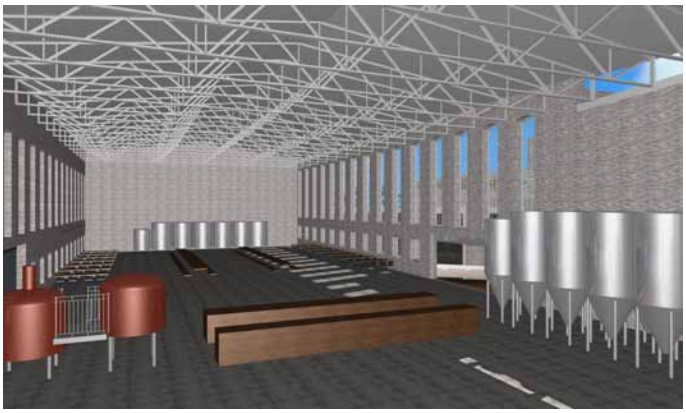
Incubator Businesses-The upper two floors of the east wing are proposed to be used for smaller incubator businesses that can benefit from the other uses in the campus and Vicksburg. The vaulted ceilings of the upper level and trusses of wood and steel add to the dramatic feel of the space.

East Wing-Upper Level Incubator Businesses

Old Stove Production Brewery and Tap Room-The central portion of the East Wing houses the production facilities and tap room for Old Stove Brewery. The uniquely configured brewery accommodates guests in the actual brewery to highlight the brewing process.

Old Stove Production Brewery and Tap Room

Old Stove Production Brewery and Tap Room



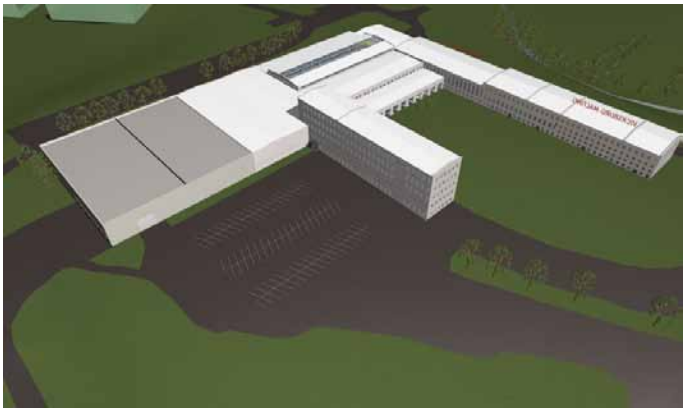
Old Stove Production Brewery and Tap Room

Vicksburg Mill-The northeastern approach is an introduction to the brewing and malting operations. The industrial nature of these uses continue a tradition of craft on this site.

View from NE

Situated adjacent to Portage Creek, the tap room has ample outdoor seating for visitors to enjoy.

View from Portage Creek



Aerial from SW

APPENDIX C: Description of Areas and Floor Area Tabulations

Below is a Key Plan and list of the various built areas of the project and a description of the preliminary proposed uses followed by Floor Area Tabulations.

DESCRIPTION OF PROPOSED USE AREAS

Area A: Light-Manufacturing/Plastics Industry, Lease to company such as Perceptive Industries or other appropriate cluster tenant**.**

Area B: Light-Manufacturing, Potential other plastics industry companies or general light manufacturing.

Area C: West Wing: Offices(1st Floor-), -Apartments/Hotel(2nd thru 5th Floors), The ground-floor offices will fill a need for quality office lease space for local businesses as well as local municipalities. The residential floors above will consist of hotel rooms facing the courtyard to the east and apartments that will look to the west.

Area D: Light Manufacturing, Potentially house woodworking operations to showcase products made from local wood, and that also incorporates a wood-drying kiln.

Area E: Public Concourse/Great Hall, This concourse provides a central circulation space for the mill buildings and provides a key public space connection to the courtyard to the south, to the brewery to the east and the residential lobby to the west. The space can also be used for extended exhibition space for events taking place in the convention and atrium spaces as well as in the courtyard.

Area F: Convention/Assembly Areas/Meeting Rooms, Two levels of flexible convention space that can serve not only the tenants on campus but also will attract the users from greater Vicksburg and beyond.

Area G: Atrium, Inspired by the desire to bring an abundance of natural light to the center of the mill structures and coupled with the need for significant selective demolition in the areas that housed the paper machines, there is an opportunity to create a centralized, interior gathering/event space that can accommodate large groups and can function as an extension of the convention use.

Area H: Offices, There is ample space to provide offices associated with the convention use as well as private office space.

Area I: East Wing South: Malting Operation(1st and 2nd Floors), Incubator Businesses(3rd and 4th Floors) Vicksburg Malting Operation is envisioned to occupy the two lower levels that have unusually low ceiling height. This business will provide barley malt for Old Stove Brewery as well serve other local breweries. The upper levels will consist of incubator/start-up businesses that can benefit from the synergies of the other industries in the campus.

Area J: East Wing Center: Old Stove East Coast Production Facility and Taproom will be located in this near-ground level space. The level of the floor is intended to be modified from the current floor level to create a stronger connection to the other ground floor and outdoor spaces and remediate the unusual compartmentalize lowest level.

Area K: East Wing North: Light Manufacturing: This area will be leased out, but will eventually serve as future expansion space for the Old Stove Production Brewery.

Area L: R & D Lab: Continue lease with existing tenant, Bridge Organics.

Area M thru S: Light Manufacturing/Plastics Industry: Attract high quality Plastics Industry cluster tenants to develop a unique campus of individual but complementary buildings. The buildings have flexibility to be larger by incorporating additional floors as appropriate. These building will be discreetly located on the property as a method of creating a sense of privacy and space, with views across the barley field to the mill and with parking situated to minimize impact on the site. The buildings will be connected by the walking/biking path fostering the connection to downtown Vicksburg.

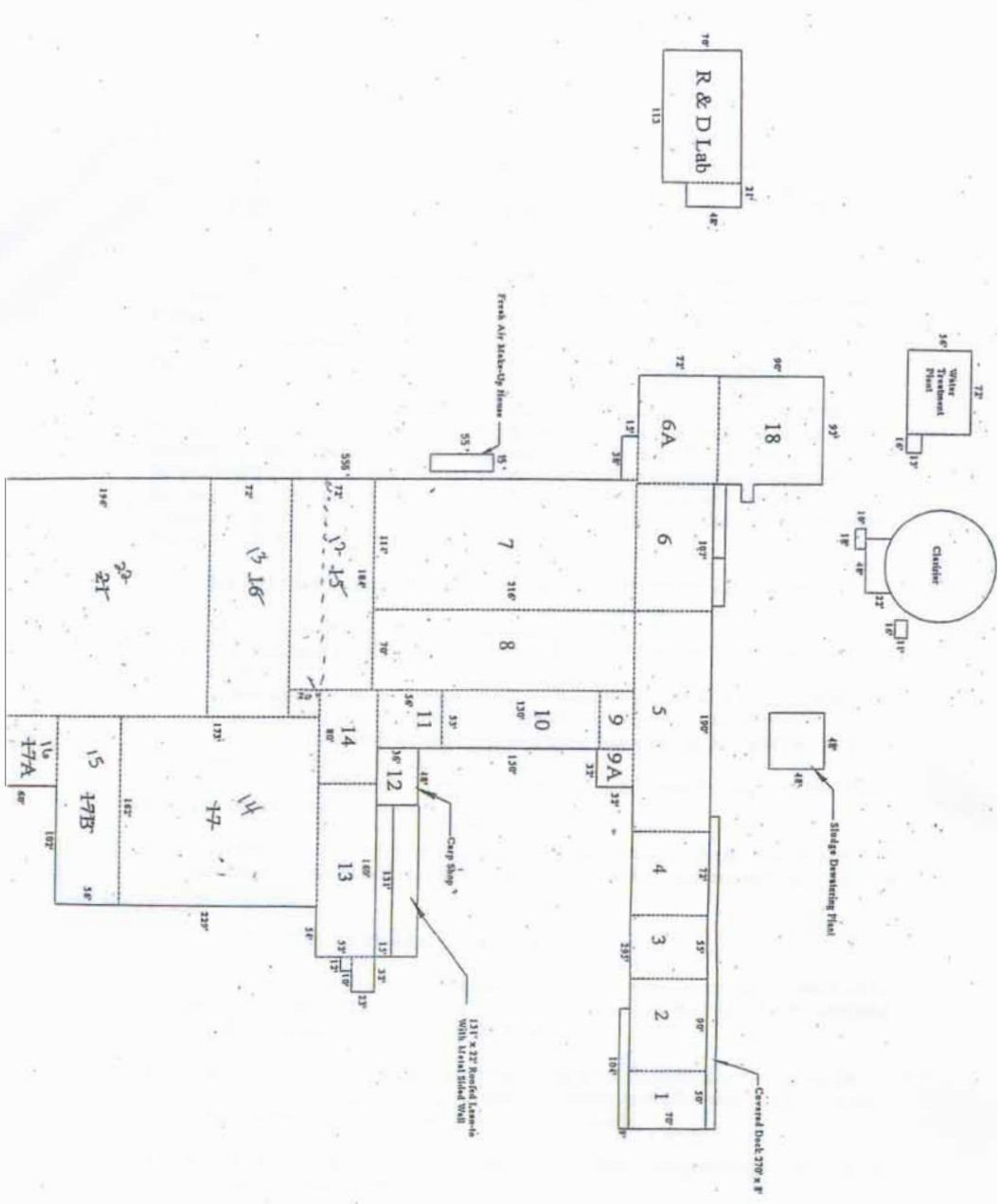
FLOOR AREA TABULATIONS

The floor areas listed below are approximate.

Vicksburg Mill-Floor Area Tabulations

	Area/Description	Floor Level	Floor Area(s.f.)	
A				
	light manufacturing	2nd Floor	40,000	
	light manufacturing	1st Floor	20,000	
		Sub-total Floor Area		60,000
		Subtotal Floor Area		
B				
	light manufacturing	2nd Floor	15,000	
	light manufacturing	1st Floor	15,000	
		Subtotal Floor Area		30,000
C				
	hotel/apartments	5th Floor	13,000	
	hotel/apartments	4th Floor	13,000	
	hotel/apartments	3rd Floor	13,000	
	hotel/apartments	2nd Floor	13,000	
	offices	1st Floor	13,000	
		Subtotal Floor Area		65,000
D				
	light manufacturing	2nd Floor	13,000	
	light manufacturing	1st Floor	13,000	
		Subtotal Floor Area		26,000
E				
	concourse	1st Floor	10,000	
		Subtotal Floor Area		10,000
F				
	convention/mtg rooms	2nd Floor	15,000	
	convention/mtg rooms	1st Floor	15,000	
		Subtotal Floor Area		30,000
G				
	walksay/overlook	2nd Floor	8,500	
	atrium/gathering	1st Floor	17,000	
		Subtotal Floor Area		25,500
H				
	offices	2nd Floor	9,000	
	offices	1st Floor	9,000	
		Subtotal Floor Area		18,000
I				
	incubator work spaces	4th Floor	19,000	
	incubator work spaces	3rd Floor	19,000	
	malting	2nd Floor	19,000	
	malting	1st Floor	19,000	
		Subtotal Floor Area		76,000
J				
	brewery mezzanine	2nd Floor	2,000	
	ıction brewery/taproom	1st Floor	14,000	
		Subtotal Floor Area		16,000
K				
	light manufacturing	2nd Floor	8,000	
	light manufacturing	1st Floor	8,000	
		Subtotal Floor Area		16,000
Subtotal of Main Mill Buildings				**372,500**
L				
	r & d lab	1st Floor	9,000	
		Subtotal Floor Area		9,000
M thru S				
	light manufacturing	2nd Floor	20,000	
	light manufacturing	1st Floor	20,000	
				40,000
Subtotal of New Buildings(6 2-story buildings)				**240,000**

APPENDIX D: Floor Plan from "Village of Vicksburg Brownfield Plan"



FLOOR PLAN FROM "VILLAGE OF VICKSBURG BROWNFIELD PLAN", 2004
not to scale

APPENDIX E: Meet the Team

Listed below is a list of consultants and advisors we've contacted to date. As we progress further in the process we look forward to working with these individuals as well as additional contract consultants for programming and marketing efforts.

Chris Moore, proposed owner

Chris was born and raised in the Village of Vicksburg and is a third generation mill worker from the Moore family. Chris has accomplished a great many entrepreneurial feats, and is returning home to support the redevelopment of his beloved community. Chris paved his way through senior management in the telecommunications world to become owner and CEO of Concord Technologies, an industry leader in cloud-based fax solutions. As Chris looks to the future he is turning his business acumen towards a long time passion for brewing and community development. Chris recently competed for and won a highly desirable anchor space in a new development of Pike Place Market for his first brewery, Old Stove Brewing, to open in 2015. He is now turning his focus to his hometown of Vicksburg to lend support to redevelopment efforts that will revitalize the community by bringing inspired design and a diverse mix of job opportunities to the village.

Brian Stan, Financial Consultant

As Controller for Concord Fax, Brian has helped guide Chris's corporate financial decisions for almost a decade now. He also shares Chris's passion for the craft brew industry and continues to be Moore's right hand man as he transitions into the business of beer making. After graduating Magna Cum Laude from Seattle University in 2008, he went into Public Accounting for Deloitte and Touche's Seattle office- working with clients such as Boeing, The Seattle Times, and Washington Mutual. Brian has been a Washington State licensed CPA since 2009, and is also a current member of the AICPA and Beta Gamma Sigma.

Greg Bjarko, Architecture and Design Advisor

Since venturing to Seattle from Montana in 1983, Greg has pursued architecture with the belief that even the smallest project can have a profound impact on the people who experience it and the place where it is located. His collaborative approach to design is central to engaging clients and colleagues, and underlies the successful execution of each project. He has extensive experience with repurposing aged buildings into vibrant components of their surrounding communities. When not working or off having adventures with his wife and two sons, Greg is dedicated to community involvement. He currently serves as Chairman of the Board of Directors for Hilltop Children's Center in Seattle, and previously served on the board of directors for the Queen Anne Community Council and as Vice-Chair for its Land Review Committee. Greg is currently principal at BjarkoSerra Architects in Seattle, WA.

Colleen Bowman, Sustainable Business Consultant

Colleen is an active member of the Pike Place Market Community. She is a resident who has managed two thriving Pike Place Market Businesses. She also served three years on the Pike Place Market Historical Commission. She received mayoral appointment to the commission in 2009 and was elected and re-elected Vice Chair in 2010 and 2011. She has received high commendation for her efforts on the commission, whose mission is to preserve the integrity and character of this seventeen-acre historical district. Colleen holds a B.S. in Agriculture and Natural Resources Communication from Michigan State University and recently completed two certifications and her MBA in Sustainable Business from the Bainbridge Graduate Institute in Seattle. BGI is the smallest and newest institution to be named one of the "Top 5 Green MBA's" by Huffington Post, and was ranked among top-rated MBA programs from the University of Michigan, Stanford, and Yale.

Michael A. Schwartz, P.E., Senior Engineer, Prine&Newhof

Since joining Prein&Newhof in 1998, Mike has become a valuable asset to the clients he serves. He is involved in many municipal project including water and wastewater systems, roadway design, storm water systems, and asset management.

Mike also works on many private projects, such as residential plats, condos, and planned unit developments, commercial and industrial sites, schools, apartment complexes, and golf courses. These projects require engineering design for sanitary sewer or septic systems, water systems, storm water systems, parking lots, and streets in compliance with local and state codes. Michael has worked on several Vicksburg projects and he brings a great local perspective and knowledge base to the table. Chris Moore and his associates look forward to working with P&N as projects progress.

Mike Frederick, Vice President, Frederick Construction

Mike is co-founder and serves as vice president and senior project manager. With more than 3O years experience in commercial construction, Mike is responsible for the development, success and growth of the company. As senior project manager, his responsibilities range from corporate level supervision of all projects to the management of the field support staff. Mike has developed numerous commercial/industrial projects from start to completion and is knowledgeable in all phases of construction. He has proven experience in value engineering, project management and general operation of construction projects. Mike also lends great local knowledge to the proposed development and will be a key ally going forward.

Brian Barkwell, AIA, Principal at Via Design Inc.

Brian is a licensed architect with a strong background in project programming, conceptual and design development of both commercial and residential projects. Via Design is a multi-discipline design firm founded in Grand Rapids, Michigan in 1989. Our entire team remains loyal to our mission to provide quality design services and products to our clients. Our history of repeat clients speaks to our commitment to not only provide the expected, but to go beyond it. Our award winning design solutions are unique to each project and respond to each client's individual criteria. Brian has experience with many Grand Rapids based brownfield development projects. As a long-time college friend of Greg Bjarko's, Brian and Greg look forward to collaborative opportunities.

Patrick Crocker, Legal Counsel

Mr. Crocker is a nationally recognized legal expert in the field of telecommunications and related technology law, regulation and compliance. Mr. Crocker serves as General Counsel to Christopher Moore, and his various interests. Mr. Crocker's relationship with Chris dates back to Undergrad at the University of Michigan. Chris formed his first telecommunications company in 1990 and engaged Mr. Crocker to handle state and federal regulatory matters. This engagement laid the foundation for a nationwide technology and telecommunication law practice which includes in excess of 100 public and private companies throughout the United States, Europe and Asia. Mr. Crocker devotes most of his time to handling special compliance requirements for the telecommunication and technology industry.

Michael Finch, Vice President and Managing Broker at CenturyPacific, Seattle, WA

Michael's core competencies include complex leasehold and investment brokerage transactions (leases, acquisitions, dispositions, joint-ventures, ground leases), multi-sector investment analysis and real estate advisory – for clients ranging from public corporations to individuals. Prior to joining CenturyPacific, Michael was responsible for acquisitions and leasing at Wright Runstad & Company, where he managed the leasing of a four million square foot (sf) commercial portfolio (WA, OR, ID) and directly negotiated over one million sf in the Puget Sound region — with lease transactions ranging from 200 sf to over 400,000 sf. Michael is a graduate of the University of Washington (BA) and the Massachusetts Institute of Technology (MCP, MSRED), a past Konheim Fellow at the Rocky Mountain Institute, an alumnus of Leadership Tomorrow and has served on the boards of Seattle Works and TREEmendous Seattle (now EarthCorps). Michael has achieved the Certified Green Broker designation from the Cascadia Green Building Council.

Ian Sutton, Associate, JZP, Seattle, WA

Ian has helped clients resolve a variety of environmental and land issues, providing ongoing advice and litigation support. His environmental practice focuses on environmental cleanup liability under applicable state and federal law and the resolution of environmental permitting and enforcement issues. He has assisted clients with land use issues involving zoning, comprehensive plan amendments, land divisions, shoreline development, annexation petitions and conditional use permits.

Proposal Addendum for Acquisition of Kalamazoo County Land Bank Property 6/26/2014

Vicksburg Mill- NW Warehouse

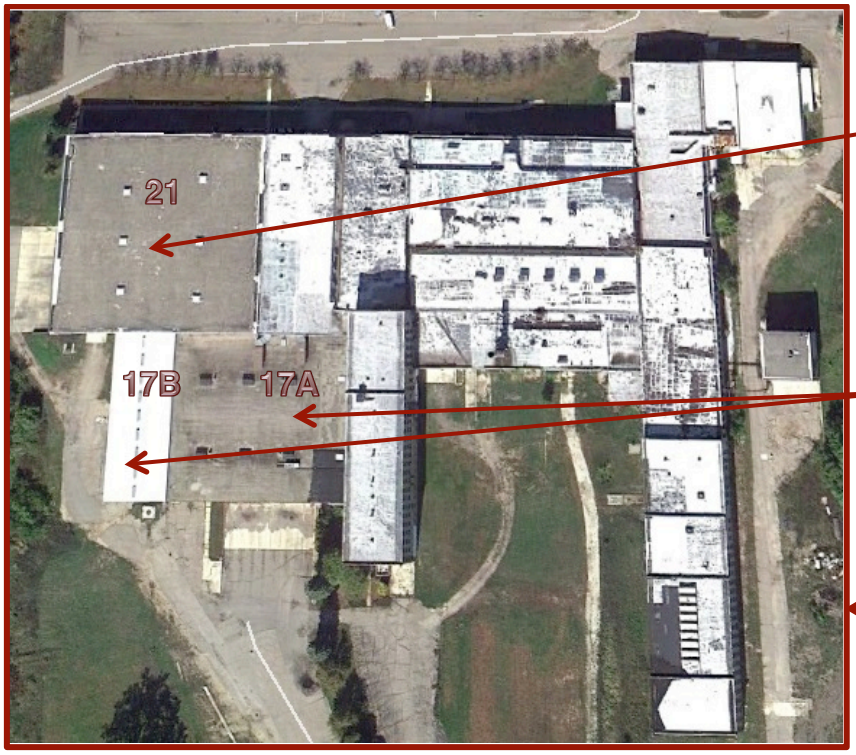
1212 3rd Ave W.
Seattle, WA 98119
Phone: 206.446.1212
Fax: 206.577.2911
E-Mail: cmoore@concordfax.com
Web: www.concordfax.com

Overview

In addition to the initial proposal submitted on June 9, 2014, we would like to include this addendum for review. In a few short weeks our team has had the opportunity to further develop our proposition. We are continually encouraged by the relationship we have encountered in working with Kalamazoo County and the Village of Vicksburg. Thank you for the opportunity to include this addendum. Section #1 will address specifics regarding the NW Warehouse, and Section #2 relates to the prospect of developing the entire mill campus.

Section #1- Proposal Addendum

In an effort to have a shared referencing system to identify different structures on the mill property, we are using the numbered designations used in the Vicksburg Brownfield Plan. Chris Moore has authorized a $25,000 purchase price for the four-acre parcel and what is referred to as Building 21 in the graphic below. Should this offer be accepted, we propose the following changes. To eliminate safety hazards associated with the collapsed roof in building 17A, we propose demolition of 17A, and adjacent building, 17B. We then propose to upgrade security systems in Building 21. Once that structure is secured, we will begin roof repair efforts as recommended by Frederick Construction.



Roof Repair and Security Features

Selective Demolition

Site-wide Development

Roof Repair and Security

Working with Frederick Construction, we have begun to understand the investment necessary to repair the roof on Building 21. This is a relatively simple first step in reactivating the mill site and these efforts will be complemented by added security measures. We want to send a message that this area is no longer an abandoned structure, but an active area of the mill where trespassing and vandalism will no longer be tolerated. With a stable roof, secured doors and windows, and a surveillance system, this portion of the site will be the first section readied for redevelopment and tenancy.

Selective Demolition

To eliminate some of the most pressing safety hazards on the site, we propose demolition of Buildings 17A and 17B. The collapsed roof in Building 17A poses obvious liability issues. Building 17B is also most likely compromised structurally and should be included in the demolition. The removal of these two buildings will not only open up the landscape surrounding Building 21, but will also expose the salvageable and aesthetically pleasing historic façade of the west wing of the mill. We look forward to further talks with Kalamazoo County, the Village of Vicksburg, the Planning Commission, and the Brownfield Redevelopment Authority to address the potential for demolition funding via public monies allocated for brownfield redevelopment and blight elimination.

Site-wide Development

This is an opportune time to integrate form and function of the mill redevelopment with surrounding projects, including the proposed industrial park and trail developments. We are seeking cooperative efforts that will transform concept into reality and help to break this complex process into feasible goals. Fortunately, we are not reinventing the wheel here. Mixed-use mill redevelopment has become a realized benefit for many communities across the U.S. and abroad. Mill redevelopments that have full participation from public and private investors, a diverse resource base, and pure foresight to turn what is seemingly a gigantic liability into a community asset, are the ones that come out on top. Shortsighted, ill-supported projects experience something different.

In reviewing mill projects all over the country and comparing them to the Vicksburg Mill, we've paid special attention to projects with similar population centers, parcel sizes, private-public partnerships, and like-minded programing concepts to learn more about both innovative and time-tested approaches to development and funding. We see these examples as a great benefit going forward and continue to review brownfield, adaptive reuse, New Urbanism, New Ruralism, and Placemaking projects around the country. See APPENDIX F for more information on these innovative development approaches.

We are appreciative of verbal commitments that both Kalamazoo County and the Village of Vicksburg have extended to assist with funding efforts. We want to be clear that while we offer a healthy resource base with which to fund this project, we intend to leave no federal, state, county or other funding stone unturned. We suspect that a more formalized commitment to an aggressive funding effort from the Village of Vicksburg and Kalamazoo County is a reasonable request, and look forward to further discussion around how we can collectively pursue these incentives, grants, and credits. Please see APPENDIX G for an overview of funding sources.

Section #2- Moving Forward

Mapping to the Future

An undertaking of this magnitude needs careful consideration and planning to determine process flow through various phases of development. Again, we have the benefit of many examples that have paved the way for mill redevelopment projects. There are countless models to reference, but in context of the following image provided by the EPA, we are currently at the early phases of Pre-Development. We look forward to working through various stages of the process, following a similar progression to the steps outlined below. This diagram isn't meant to represent our desire for a rigid step-by-step process, but is instead one of the many resources that provides an overview.

www.epa.gov/brownfields/overview/anat_bf_redev_101106.pdf

Key Terms

We are ready and willing to proceed with the redevelopment of Building 21 as an introductory step toward the acquisition and redevelopment of the entire mill property. However, the following deal points need to be addressed in revision of the LOI and terms within the Purchase Agreement. We have begun preliminary discussion of the following items and look forward to addressing these vital deal points as we refine the details of our partnership with Kalamazoo County going forward. The key terms listed here represent a few high level concerns, but do not necessarily encompass all the logical terms and protections that need to be included in the LOI and the purchase agreement.

1. The option to acquire the entire mill property dependent on the successful completion of our good faith effort to rehabilitate Building #21, according to the terms to be stated in the LOI.
2. Mutually agreed upon timelines for phases of project completion. Preliminary conversations have indicated that the option to develop the entire mill campus will sunset after five years- a reasonable request. However, this timeline will be dependent on completion of clean-up and remediation efforts, which can present unforeseen delays.
3. Upon acceptance of the LOI, Kalamazoo County shall not entertain offers for the Vicksburg Mill property from other entities as long as Moore has fulfilled his obligations in the LOI during the five-year term prior to the deed for the entire property being turned over to Moore.
4. Stated commitments to work with our team to aggressively explore and pursue funding sources.
5. Kalamazoo County will assure Moore that any and all properties transferred to Moore will not have any environmental issues post cleanup efforts. Kalamazoo County will need to indemnify Moore against any failures in cleaning up the site and thus will pledge to clean up contaminated areas should such contamination be discovered after the deed is transferred to Moore.

Cost Estimates and Proof of Financing

We very recently learned about the need to identify cost elements of the project, and have worked quickly with Frederick Construction to formulate estimates based on the proposed roofing, security and demolition aspects. We will be able to provide a more definite estimate in approximately one week. We currently estimate that the roofing repairs will cost between $200,000 and $300,000. Mike Frederick was gracious enough to provide this range in a very short timeline, and given his past experience with the Mill, we are confident in this well-founded estimate. We have also worked quickly to request a letter from Chris Moore's Banker, Chris Gruenfeld,

to confirm proof of financing for these proposed changes. We are expecting that confirmation within the next few days and will send it along for review upon arrival.

Start Small, Think Big

We are thrilled at the prospect of being involved with a redevelopment project that has such grand implications for the Village of Vicksburg and Kalamazoo County. Starting small and thinking big is considered a best practice in such endeavors and we prepared to do both. Not long ago, the Vicksburg Mill was the cornerstone of economic vitality in the village. The redevelopment of the Vicksburg Mill not only eliminates blight and liability, but also allows the property to once again benefit the community it supported for so many generations. This inspired full-circle vision can be a reality. We are not unaware of the breadth or scale of the project, but instead anxious to accept the challenge and support this great undertaking; to cultivate partnerships of sustenance, grow smart, and design with intention. Thank you for your consideration of our proposal and addendum. As always, please do not hesitate to contact us if we can provide any additional information.

Appendix F- Placemaking, New Urbanism, and New Ruralism

These three approaches are gaining traction in mill redevelopment projects all over the country. **Placemaking** is a revolutionary new design concept. The process of Placemaking results in communities that are informed, aware, and interactive. The Project for Public Spaces has stated that Placemaking, "has the potential to be one of the most transformative ideas of this century."

New Urbanism is a new spin on a set of design concepts that stemmed from an era prior to automotive transportation. These modern day concepts pull from an earlier time when of connected, healthy communities with involved citizenship. It is a smart growth urban design concept that is especially applicable to historic preservation, brownfield development and green building projects.

New Ruralism is a framework that adapts successful urban development approaches (New Urbanism) to meet the unique needs of rural communities on the fringes of larger, urban areas. Both concepts are rooted in collective intelligence from within the community and innovative design approaches that prioritize place over design to assure that the development serves the people it affects the most.

Placemaking- Eleven Principles for Creating Great Community Places

1. THE COMMUNITY IS THE EXPERT

The important starting point in developing a concept for any public space is to identify the talents and assets within the community. In any community there are people who can provide an historical perspective, valuable insights into how the area functions, and an understanding of the critical issues and what is meaningful to people. Tapping this information at the beginning of the process will help to create a sense of community ownership in the project that can be of great benefit to both the project sponsor and the community.

2. CREATE A PLACE, NOT A DESIGN

If your goal is to create a place (which we think it should be), a design will not be enough. To make an under-performing space into a vital "place," physical elements must be introduced that would make people welcome and comfortable, such as seating and new landscaping, and also through "management" changes in the pedestrian circulation pattern and by developing more effective relationships between the surrounding retail and the activities going on in the public spaces. The goal is to create a place that has both a strong sense of community and a comfortable image, as well as a setting and activities and uses that collectively add up to something more than the sum of its often simple parts. This is easy to say, but difficult to accomplish.

3. LOOK FOR PARTNERS

Partners are critical to the future success and image of a public space improvement project. Whether you want partners at the beginning to plan for the project or you want to brainstorm and develop scenarios with a dozen partners who might participate in the future, they are invaluable in providing support and getting a project off the ground. They can be local institutions, museums, schools and others.

4. YOU CAN SEE A LOT JUST BY OBSERVING

We can all learn a great deal from others' successes and failures. By looking at how people are using (or not using) public spaces and finding out what they like and don't like about them, it is possible to assess what makes them work or not work. Through these observations, it will be clear what kinds of activities are missing and what might be incorporated. And when the spaces are built, continuing to observe them will teach even more about how to evolve and manage them over time.

5. HAVE A VISION

The vision needs to come out of each individual community. However, essential to a vision for any public space is an idea of what kinds of activities might be happening in the space, a view that the space should be comfortable and have a good image, and that it should be an important place where people want to be. It should instill a sense of pride in the people who live and work in the surrounding area.

Appendix F (Continued)

6. START WITH THE PETUNIAS: LIGHTER, QUICKER, CHEAPER

The complexity of public spaces is such that you cannot expect to do everything right initially. The best spaces experiment with short-term improvements that can be tested and refined over many years! Elements such as seating, outdoor cafes, public art, striping of crosswalks and pedestrian havens, community gardens and murals are examples of improvements that can be accomplished in a short time.

7. TRIANGULATE

"Triangulation is the process by which some external stimulus provides a linkage between people and prompts strangers to talk to other strangers as if they knew each other" (Holly Whyte). In a public space, the choice and arrangement of different elements in relation to each other can put the triangulation process in motion (or not). For example, if a bench, a wastebasket and a telephone are placed with no connection to each other, each may receive a very limited use, but when they are arranged together along with other amenities such as a coffee cart, they will naturally bring people together (or triangulate!). On a broader level, if a children's reading room in a new library is located so that it is next to a children's playground in a park and a food kiosk is added, more activity will occur than if these facilities were located separately.

8. THEY ALWAYS SAY "IT CAN'T BE DONE"

One of Yogi Berra's great sayings is "If they say it can't be done, it doesn't always work out that way," and we have found it to be appropriate for our work as well. Creating good public spaces is inevitably about encountering obstacles, because no one in either the public or private sectors has the job or responsibility to "create places." For example, professionals such as traffic engineers, transit operators, urban planners and architects all have narrow definitions of their job – facilitating traffic or making trains run on time or creating long term schemes for building cities or designing buildings. Their job, evident in most cities, is not to create "places." Starting with small-scale community-nurturing improvements can demonstrate the importance of "places" and help to overcome obstacles.

9. FORM SUPPORTS FUNCTION

The input from the community and potential partners, the understanding of how other spaces function, the experimentation, and overcoming the obstacles and naysayers provides the concept for the space. Although design is important, these other elements tell you what "form" you need to accomplish the future vision for the space.

10. MONEY IS NOT THE ISSUE

This statement can apply in a number of ways. For example, once you've put in the basic infrastructure of the public spaces, the elements that are added that will make it work (e.g., vendors, cafes, flowers and seating) will not be expensive. In addition, if the community and other partners are involved in programming and other activities, this can also reduce costs. More important is that by following these steps, people will have so much enthusiasm for the project that the cost is viewed much more broadly and consequently as not significant when compared with the benefits.

11. YOU ARE NEVER FINISHED

By nature good public spaces that respond to the needs, the opinions and the ongoing changes of the community require attention. Amenities wear out, needs change and other things happen in an urban environment. Being open to the need for change and having the management flexibility to enact that change is what builds great public spaces and great cities and towns.

Appendix F (Continued)

Ten Principles of New Urbanism- as listed by the Michigan Land Use Institute

1. Walkability
Most needs are within a 10-minute walk of home and work. Street design is friendly to pedestrians, because buildings are close to the street and have porches, windows, and doors. Streets have lots of trees and on-street parking, with parking lots and garages placed behind buildings and houses, often connected to alleys. Streets are narrow, which slows traffic dramatically.

2. Connectivity
An interconnected street grid disperses traffic and encourages walking.

3. Mixed-Use and Diversity
Neighborhoods, blocks, and buildings offer a mix of shops, offices, apartments, and homes. The neighborhoods welcome people of all ages, income levels, cultures, and races.

4. Mixed Housing Zoning
Allows the close proximity of a wide range of housing types, sizes, and prices.

5. Quality Architecture and Urban Design Buildings
Emphasize beauty, aesthetics, and comfort and establish a sense of place; public spaces function as civic art, establishing an attractive, quality public realm.

6. Traditional Neighborhood Structure Neighborhoods
Have definite centers and edges, with public spaces near the center. Each neighborhood contains a range of uses and densities within a 10-minute walk.

7. Increased Density
Buildings, residences, shops, and services are close together to make walking more convenient, services and resources more efficient, and living areas more enjoyable.

8. Smart Transportation A network of high-quality public transit connects cities, towns, and neighborhoods, while pedestrian-friendly design encourages more use of bicycles, rollerblades, scooters, and walking as daily transportation.

9. Sustainability
The community uses respect for natural systems and eco-friendly technologies like energy efficiency to minimize effects on the environment. The community connects strongly with surrounding farmland, encouraging land preservation and local food consumption.

10. Quality of Life
These design principles produce a life that is well worth living by providing places that enrich, uplift, and inspire the human spirit.

Appendix F (Continued)

Excerpts from *New Ruralism*, by Sibella Kraus of Sustainable Agriculture Education and the University of California at Berkeley's Agriculture at the Metropolitan Edge Program

We are positing New Ruralism as the corollary of New Urbanism with a related framework of principles, policies, and practices, and with the following as its preliminary vision statement: New Ruralism is the preservation and enhancement of urban edge rural areas as places that are indispensable to the economic, environmental, and cultural vitality of cities and metropolitan areas.

New Ruralism envisions architects, planners, and developers working together with farmers and policy makers, paying close attention to food sheds—the belts of land 100 miles from urban boundaries. As more urbanites come to value their connection to the farm, a reverence and concern for the future of the land heightens. The market hall is an ancient, urban point of contact between producers and consumers, where the aggregation of multiple vendors provides a greater selling opportunity and empowers consumers with choices and the benefits of competition. Bringing agricultural pursuits closer to the city builds a region's identity and the consumption of the products of that region supports the local economy.

Rural lands are too often a contested landscape of transitional land uses, speculative land values, regulatory uncertainty, and impermanent agriculture. The current default is that metropolitan agriculture inevitably dissolves and retreats as the urban footprint expands.

The urban-rural dichotomy doesn't work anymore in metropolitan regions because sustaining cities and sustaining regional agriculture can no longer be separate efforts; they must be interdependent efforts. The urban-rural interface must become common ground, and not a battleground, where too often urban influence wins. Using New Ruralism as the framework, metropolitan areas around the country can help protect their rural areas, while supporting local agriculture, improving access to healthy food, and offering new opportunities for economic growth.

Appendix G- Mill Redevelopment Funding Sources

The following table represents a small sampling of mill redevelopment funding sources. Some mills are located across the country, but share commonalities to the Vicksburg Mill concerning population centers, square footage, site acreage, private-public partnerships, and like-minded programming concepts. This is not by any means an exhaustive list of sources, but the most commonly utilized in mill redevelopment.

Federal Sources:

- US Department of Human Services
- US Commerce Department
- US Department of Transportation
- US Department of the Interior
- US Department of Energy
- US Department of Agriculture
- US Department of Homeland Security
- US Treasury Department
- US Environmental Protection Agency
- US Department of Housing and Urban Development
- US Small Business Administration

State Sources

- MI Department of Environmental Quality
- MI Economic Development Corporation
- MI Department of Agriculture
- MI Department of Community Health
- MI Department of Natural Resources
- MI Housing and Development Fund

Additional funding sources include funding from local municipalities, corporations, foundations, and higher education institutions.

Scope of Services

Contract for Professional Services
Kalamazoo County Brownfield Redevelopment Authority
Applicable to Contract Addendum #4 2014
Work Order No. 12 Dated August 28, 2014

Between

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (CLIENT)
201 WEST KALAMAZOO AVENUE
KALAMAZOO, MICHIGAN 49007-3777

And

ENVIROLOGIC TECHNOLOGIES, INC. (ENVIROLOGIC)
2960 INTERSTATE PARKWAY
KALAMAZOO, MICHIGAN 49048

Subject Matter: Former Fox River Paper Mill, 300 W. Highway St., Vicksburg, MI – Update Phase I ESA, Baseline Environmental Assessment (BEA), Section 7a Compliance Analysis ("due care" plan), Brownfield Plan (Entire site) and Act 381 Work Plan (Entire Site).

Funding Source: "General" Authority Funds

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

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

ENVIROLOGIC and CLIENT have designated the following representatives for this "Scope of Services:"

Jeffrey C. Hawkins/David A. Stegink	(800) 272-7802
Name (ENVIROLOGIC)	Phone
Joe Agostinelli, Chair	(269) 553-9588
Name (CLIENT)	Phone

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

ACCEPTED AND AGREED TO:

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (CLIENT)	ENVIROLOGIC TECHNOLOGIES, INC.
By Joe Agostinelli	By Jeffrey C. Hawkins
Title Chair	Title President
Signature_____	Signature_____
Date _____	Date _____

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I. Scope of Services

The Kalamazoo County Land Bank has agreed to sell the 4-acre parcel, which is primarily occupied by the newer portion of the mill, to a new developer that has a vision for the entire property. The initial stages of this portion of the development will include partial demolition of the building that had a recent roof collapse and make initial improvements to the site, i.e. new roof, in order for the building to be utilized by a manufacturer or manufacturers. Envirologic completed a Phase I ESA, BEA and Due Care Plan for this parcel at the time the Land Bank took possession of the property in November of 2013. The KCBRA, in conjunction with the Kalamazoo County Land Bank Authority (KCLBA), wishes to support this developer by offering to complete due diligence to support the developer's non-liable status upon acquisition of the property. Since the Phase I ESA is over 6 months old, it will require an update to the information including ordering a new database search and site inspection and re-drafting the report based on any new findings. The BEA will require to be drafted for the new developer and the Due Care Plan will need to be updated to incorporate any new findings from the recently completed MDEQ Brownfield Assessment.

For this new acquisition, Envirologic will conduct an update to the Phase I Environmental Site Assessment in compliance with the ASTM E1527 standard and the U.S. EPA requirements for All Appropriate Inquiry. Based on the past identification of contamination on site, Envirologic will also prepare a Baseline Environmental Assessment and Due Care Plan. Envirologic will utilize the existing information to the fullest extent possible. At this time, the exising information does not suggest the need for additional sampling activities at the property.

Envirologic will also prepare a Brownfield Plan and Act 381 Work Plan to capture tax increment on real and personal property to support the developer's demolition activities and the Authority's expenses. Both the Brownfield Plan and Act 381 Work Plan will be completed for the entire site, however. Due to the various stages of development anticipated at the former mill and the involvement of the Land Bank Authority, it has been necessary and is anticipated in the future that Envirologic will be engaged to assist with consulting on the brownfield conditions, review of documents and agreements and participate in meetings and conference calls. Therefore, a general Brownfield Consulting budget has been included in this Work Order. We will work with the developer to estimate eligible expenses and as necessary, work with the local unit of government to estimate taxable values on future real and personal property.

II. Compensation

Compensation for services provided under this Work Order will be completed on a time and materials basis invoiced at the rates provided in the Contract for Professional Services between ENVIROLOGIC and CLIENT not-to-exceed the budget detailed below without prior authorization from the KCBRA.

Updated Phase I ESA, Baseline Environmental Assessment, Due Care Plan

Staff time, Data Evaluation and Report Preparation.....$ 4,500
Subtotal .....$ 4,500

Brownfield Plan and Act 381 Work Plan

Staff time and Plan Preparation.....$ 8,000
Subtotal .....$ 8,000

General Brownfield Consulting

Staff time, Meetings, Communications.....$ 3,000
Subtotal .....$ 3,000

TOTAL ESTIMATED PROJECT BUDGET WORK ORDER #12 $ 15,500

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III. Schedule

Work performed under this Work Order will be initiated upon authorization to proceed as directed by the KCBRA. It is our intention to immediately proceed with the Phase I ESA update.

It is anticipated that the Environmental Assessment reports including the BEA and Due Care Plan will be prepared within 4-6 weeks of authorization to proceed.

The Brownfield Plan is anticipated to be completed and presented to the Authority at the October KCBRA committee meetings.

H:\Projects\Projects_K\Kalamazoo County\Brownfield Redevelopment Authority\Work Orders and Contracts\Work Order 12 -Former Fox River Paper Mill Due Diligence Update and BFPlan-Act 381 Work Plan.docx

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25 years envirologic
environmental consulting + services

2960 Interstate Parkway | Kalamazoo, MI 49048
P 269.342.1100 | F 269.342.4945 | W envirologic.com

Remit payment to:
Envirologic Technologies, Inc.
2960 Interstate Parkway
Kalamazoo, MI 49048

Kalamazoo County Brownfield Redevelopment Authority (1020)
Lee Adams
Department of Planning and Community Development
201 West Kalamazoo Avenue, Room 206
Kalamazoo, MI 49007

Invoice number 00212
Date 08/06/2014

Project **140175 Kalamazoo County BRA, Chem-Link Project**

INVOICE: Through Aug 03, 2014

PHASE 1 BEA, DUE CARE

Professional Fees

	Hours	Rate	Billed Amount
Administrative Assistant			
Robyn E. Logelin			
Professional Services	0.25	45.00	11.25

BROWNFIELD PLAN/ WORK PLAN

Professional Fees

	Hours	Rate	Billed Amount
Field Technician			
Jerome R. Warburton			
Professional Services	1.00	65.00	65.00
Senior Project Manager			
David A. Stegink			
Professional Services	5.25	105.00	551.25
Project Scientist			
Caitlin M. Andler			
Professional Services	0.25	80.00	20.00
Professional Fees subtotal	6.50		636.25
Phase subtotal			636.25

PHASE II ESA

Subcontractor

	Units	Rate	Billed Amount
Subcontractor			
United Parcel Service			8.45
		Invoice total	**655.95**

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environmental consulting + services

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Remit payment to:
Envirologic Technologies, Inc.
2960 Interstate Parkway
Kalamazoo, MI 49048

Kalamazoo County Brownfield Redevelopment Authority (1020)
Lee Adams
Department of Planning and Community Development
201 West Kalamazoo Avenue, Room 206
Kalamazoo, MI 49007

Invoice number 00203
Date 08/05/2014

Project **120215 Kalamazoo County Brownfield Redevelopment Authority - Genera**

INVOICE: Through Aug 03, 2014

GENERAL ENVIRONMENTAL REVIEW WORK ORDER #9 COUNTY #247-000-808.00 -
PO # 9853 -PROFESSIONAL TIME
Professional Fees

	Hours	Rate	Billed Amount
Principal			
Jeffrey C. Hawkins			
Professional Services	1.50	140.00	210.00
General Environmental Review Work Order #9 County #247-000-808.00 - subtotal			210.00
		Invoice total	**210.00**

Kalamazoo County Brownfield Redevelopment Authority
County #247-000-808.00
Brownfield EA and Admin
Budget and Cost Summary

Number			Budget Estimates		Actual				
Project	W.O.	Site/Phase	Total	County Funding	Invoice #	Invoice Date	Invoice Amount	Task Budget Remaining	Total Budget Remaining
		Brownfield EA and Admin. 247-000-808.00							
B	4	Review of TIF Reimbursement Requests	$ 1,500.00	$ 1,500.00	27496	10/4/2011	$ 335.94		
		P.O. #008582			27551	11/14/2011	$ 810.00		
		P.O. CLOSED OUT			27576	12/13/2011	$ 317.50	$ -	
		Project Subtotal	$ 1,500.00	$ 1,500.00		**Project Subtotal**	$ 1,463.44		$ -
120215	6	General Environmental Review	$ 1,500.00	$ 1,500.00	27993	6/8/2012	$ 210.00		
		P.O. #8897			28069	7/9/2012	$ 521.38		
		P.O. CLOSED OUT			28454	11/15/2012	$ 150.00		
					28557	12/18/2012	$ 150.00	$ -	
		Project Subtotal	$ 1,500.00	$ 1,500.00		**Project Subtotal**	$ 1,031.38		$ -
	9	General Environmental Review	$ 2,500.00	$ 2,500.00	29840	4/17/2014	$ 717.50	$ 1,782.50	
		P.O. #9853			**00203***	**8/5/2014**	$ 210.00	$ 1,572.50	
		Project Subtotal	$ 2,500.00	$ 2,500.00		**Project Subtotal**	$ 927.50		$ 1,572.50
130129	1	**Kartar #6, 306 N. Grand, Schoolcraft, MI**							
		Phase I ESA	$ 2,400.00	$ 2,400.00	28951	6/12/2013	$ 2,400.00	$ -	
		File Review	$ 2,000.00	$ 2,000.00	28951	6/12/2013	$ 171.43	1,828.57	
					29031	7/18/2013	$ 1,858.57	(30.00)	
		Brownfield Plan and Act 381 Work Plan	$ 4,000.00	$ 4,000.00	29031	7/18/2013	$ 1,250.18	2,749.82	
					29098	8/13/2013	$ 1,383.75	1,366.07	
					29427	11/13/2013	$ 1,336.25	29.82	
	3	A- Demolition Observations/Assessment	$ 2,000.00	$ 2,000.00	29520	12/10/2013	$ 2,011.60	(11.60)	
		Additional approved budget if needed	$ 1,000.00	$ 1,000.00	29660	1/22/2014	$ 650.00	350.00	
		Project Subtotal	$ 11,400.00	$ 11,400.00		**Project Subtotal**	$ 11,061.78		$ 338.22
130307	2	**Project Spartan - Midlink Business Park**							
		A - Phase I ESA	$ 3,000.00	$ 3,000.00	29337	10/18/2013	$ 3,008.75	$ (8.75)	
		B- Phase II ESA	$ 15,900.00	$ 15,900.00	29337	10/18/2013	$ 13,994.66	1,905.34	
					29526	12/10/2013	$ 1,914.35	(9.01)	
		C- BEA	$ 2,000.00	$ 2,000.00	29526	12/10/2013	$ 2,001.25	(1.25)	
		D- Section 7a Compliance Analysis (Due Care Plan)	$ 3,000.00	$ 3,000.00	29526	12/10/2013	$ 2,990.00	10.00	
		Work Order #2 - Amendment #1	$ 1,500.00	$ 1,500.00	29761	3/19/2014	$ 551.84	948.16	
					29925	4/30/2014	$ 360.76	587.40	
	6	E- General Brownfield Consulting	$ 3,000.00	$ 3,000.00	29526	12/10/2013	$ 1,960.00	1,040.00	
		F- Act 381 Work Plan	$ 4,000.00	$ 4,000.00	29526	12/10/2013	$ 4,113.75	(113.75)	
		Project Subtotal	$ 32,400.00	$ 32,400.00		**Project Subtotal**	$ 30,895.36		$ 1,504.64
130367	4	**9008 Portage Road, Former Bud's Auto Service**							
		A - Phase I ESA	$ 2,300.00	$ 2,300.00					
		B- BEA/Section 7a CA (Due Care Plan)	$ 2,700.00	$ 2,700.00					
		C- Brownfield Plan	$ 2,500.00	$ 2,500.00					
		Work Order 4a - Amendment for Due Care Activities	$ 3,500.00	$ 3,500.00					
	8	D - Act 381 Work Plan	$ 2,500.00	$ 2,500.00	29414	11/12/2013	$ 6,209.06	7,290.94	
					29630	1/16/2014	$ 330.44	6,960.50	
					00072	6/19/2014	$ 351.25	6,609.25	
					00123	7/10/2014	$ 1,428.75		
		Project Subtotal	$ 13,500.00	$ 13,500.00		**Project Subtotal**	$ 8,319.50		$ 5,180.50
130368	5	**2015 Lake Street, J&L Motor X-Press**							
		A - Phase I ESA	$ 2,500.00	$ 2,500.00					
		B- Phase II ESA	$ 7,000.00	$ 7,000.00					
		C- BEA/ Section 7a CA (Due Care Plan)	$ 2,500.00	$ 2,500.00					
					29415	11/12/2013	$ 10,552.12	1,447.88	
					29527	12/10/2013	$ 483.75		
		Project Subtotal	$ 12,000.00	$ 12,000.00		**Project Subtotal**	$ 11,035.87		$ 964.13
130388	7	**Former Fox River Paper Mill (Hov-Aire Parcel)**							
		A - Phase I ESA	$ 4,000.00	$ 4,000.00	29521	12/10/2013	$ 4,000.00	-	
		B- BEA/ Section 7a CA (Due Care Plan)	$ 3,000.00	$ 3,000.00	29523	12/10/2013	$ 3,000.00	-	
		Project Subtotal	$ 7,000.00	$ 7,000.00		**Project Subtotal**	$ 7,000.00		$ -
140154	10	**The Corner @ Drake Development**							
		A- Brownfield Plan	$ 4,000.00	$ 4,000.00	29926*	4/30/2014	$ 875.00	$ 3,125.00	$ 3,125.00
					00248*	***8/11/2014***	***$ 1,471.25***	$ 1,653.75	
		Project Subtotal	$ 4,000.00	$ 4,000.00		**Project Subtotal**	$ 2,346.25		$ 1,653.75
140175	11	**Chem Link Acquisition of Former Apollo Plastics**							
		A - Phase I ESA, BEA, Due Care	$ 6,000.00	$ 6,000.00	29924*	4/30/2014	$ 2,751.75	$ 3,248.25	$ 3,248.25
					00073	6/19/2014	$ 3,049.54	$ 198.71	$ 198.71
		B- Phase II ESA	$ 8,000.00	$ 8,000.00					
		C - Brownfield Plan and Act 381 Work Plan	$ 7,000.00	$ 7,000.00	***00212****	***8/6/2014***	***$ 655.95***	***$ 6,344.05***	
		Project Subtotal	$ 13,000.00	$ 13,000.00		**Project Subtotal**	$ 6,457.24		$ 6,542.76
		Total Project Budgets	$ 98,800.00	$ 98,800.00		**Total**	$ 80,538.32		$ 17,756.50

Description	Contractor/Supplier	Invoice #	Amount
Aggregate Piers			
Aggregate Piers to improve soil bearing capacity due to silty, clayey sand with some organics and topsoil that extend to depths ranging from about 4 to 10 feet below ground surface in lieu of undercutting, hauling out bad material and hauling in engineered fill and stone.	Hayward Baker	App 5	$ 800,500
Stone base to support Hayward Banker drill rig movement on bad soil	Hoffman	App 6	$ 116,958
Surveying for Aggregate Pier Locations due to bad soils in lieu of undercutting, haul off and import of engineered fills.	Wightman	1000	$ 21,631
Geotechnical Services - Quality Control & Documentation for Aggregate Piers, Soil Stabilization and Reinforcing.	SME	50748-A	$ 24,771
Haul Road required for Stone Trucks to supply aggregate to the down hole vibrators as the piers are constructed.	Hoffmann	App 6	$ 3,173
Removal of spoils caused by aggregate pier drilling	Hoffmann	App 6	$ 41,179
Isolate (39) Columns - part of aggregate pier design due to expected settlement of concrete slabs	Burgess	App 1	$ 3,900
Soil Stabilization / Reinforcing			
Added Stone at heavy duty areas in lieu of undercutting and haul off of bad soil & import of engineered fill.	Hoffman	App 6	$ 137,429
Added Stone at light duty areas in lieu of undercutting and haul off of bad soil and import of engineered fill.	Hoffman	App 6	$ 16,928
Geotextile fabric to reinforce exterior concrete due to soil conditions and aggregate pier design	Hoffman	App 6	$ 14,920
Chemical Stabilization in lieu of undercutting and haul off of bad soil and import of proper fill.	Tenmile Creek	5/2/2014	$ 226,459
Stone Underdrain due to Chemical Stabilization's effect on water run off	Hoffman	App 6	$ 33,544
Dowel basket system upgrade to reinforce concrete in lieu of undercutting & haul off of bad soil & import of proper fill.	Burgess	App 1	$ 60,980
Additional 1" on Site Concrete in lieu of undercutting & haul off of bad soil and import of proper fill.	Consumers Concrete	Invoice Summary	$ 96,974
Concrete in lieu of the additional undercutting, spoils generation/haul off and import of proper fill that would be required if using asphalt.	Consumer's Concrete	Invoice Summary	$ 276,953

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO:	Tippman Construction 9009 Coldwater Road Fort Wayne, IN 46825 Att: Bryan Halberstadt; E: bhalberstadt@tippmangroup.com	PROJECT:	General Mills Cooler Warehouse Mid Link Drive & Park Circle Kalamazoo, MI 49001	APPLICATION NO: APPLICATION DATE: PERIOD TO: CONTRACT/PROJECT NO: CONTRACT DATE:	5 8/12/2014 10/24/2013	Distribution to: ☐ OWNER ☐ CONSTRUCTION MGR. ☐ ARCHITECT ☐ CONTRACTOR ☐ OTHER
FROM CONTRACTOR:	Hayward Baker Inc. 1350 W. Lake Street Roselle, IL 60172 P: 630-339-4300		OUR PROJECT NO: 450108 INVOICE NO: 450108-5 VIA ARCHITECT:			
SCOPE OF WORK:	Design and Installation of Aggregate Piers					

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

1. ORIGINAL CONTRACT SUM		685,000.00
2. Net change by Change Orders		117,500.00
3. CONTRACT SUM TO DATE (Line 1 ± 2)		802,500.00
4. TOTAL COMPLETED & STORED TO DATE (Column H on G703)		802,500.00
5. RETAINAGE:		
a. _____ % of Completed Work (Column E + F on G703)	0.00	
b. _____ % of Stored Material (Column G on G703)	0.00	
Total Retainage (Lines 5a + 5b or Total in Column J of G703)		0.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		802,500.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		722,250.00
8. CURRENT PAYMENT DUE		80,250.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	117,500.00	0.00
Total approved this Month	0.00	0.00
TOTALS	117,500.00	0.00
NET CHANGES by Change Order	117,500.00	

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

OFFICIAL SEAL
ENGIOLA DELLA TORRE
NOTARY PUBLIC - STATE OF ILLINOIS
MY COMMISSION EXPIRES:12/05/15

CONTRACTOR: Hayward Baker Inc.

By: MKM Date: 8-12-14

State of: IL County of: Dupage
Subscribed and sworn to before me this 12 day of Aug. 2014
Notary Public:
My Commission expires: 12-05-15

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED .....$_____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and onthe Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CONTINUATION SHEET

AIA DOCUMENT G703 Page 2 of 2

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing
Contractor's signed certification is attached.
In tabulations below, amounts are stated to the nearest dollar.
Use Column J on Contracts where variable retainage for line items may apply.

APPLICATION NO 5
APPLICATION DATE: 8/12/2014
PERIOD TO:
CONTRACT/PROJECT NO:

Hayward Baker Inc.

A	B	C	D	E	F	G	H		I	J
ITEM NO.	DESCRIPTION OF WORK	QTY	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN E OR F)	TOTAL COMPLETED & STORED TO DATE (E+F+G)	% (H ÷ D)	BALANCE TO FINISH (D - H)	RETAINAGE
				FROM PREVIOUS APPLICATION (E + F)	THIS PERIOD					
1	Design/Mob	100,000.00	100,000.00	100,000.00	0.00	0.00	100,000.00	100.00%	0.00	0.00
2	Install Aggregate Piers *	585,000.00	585,000.00	585,000.00	0.00	0.00	585,000.00	100.00%	0.00	0.00
3	Install Aggregate Piers *	108,000.00	108,000.00	108,000.00	0.00	0.00	108,000.00	100.00%	0.00	0.00
4	Additional Design	7,500.00	7,500.00	7,500.00	0.00	0.00	7,500.00	100.00%	0.00	0.00
5	Snow Removal	2,000.00	2,000.00	2,000.00	0.00	0.00	2,000.00	100.00%	0.00	0.00
GRAND TOTALS			**802,500.00**	**802,500.00**	**0.00**	**0.00**	**802,500.00**	**100.00%**	**0.00**	**0.00**

* Aggregate Piers to improve soil bearing capacity due to silty, clayey sand with some organics and topsoil that extend to depths ranging from about 4' to 10' below-ground surface in lieu of undercutting, hauling out bad material, and hauling in engineered fill and stone.

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER: Tippmann Construction
9009 Coldwater Road
Fort Wayne, IN 46825

PROJECT: General Mills
Cold Storage
Midlink Business Park

APPLICATION NO: 6

PERIOD TO: 7/31/2014

Distribution To:

	OWNER
	ARCHITECT
X	CONTRACTOR
	CM

FROM CONTRACTOR: Hoffman Bros., Inc.
8574 Verona Road
Battle Creek, MI 49014

VIA ARCHITECT/CM:

PROJECT NO:

CONTRACT FOR:

CONTRACT DATE:

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation Sheet, AIA Document G703, is attached

1. ORIGINAL CONTRACT SUM		$ 364,131.00
2. Net Change by Change Orders		$ 0.00
3. CONTRACT SUM TO DATE (Line 1 and 2)		$ 364,131.00
4. TOTAL COMPLETED & STORED TO DATE (Column G on G703)		$ 364,131.00
5. RETAINAGE:		
a.____% of Completed Work (Column D + E on G703)	$ -	
b.____% of Stored Material (Column F on G703)	$ -	
Total Retainage (Lines 5a + 5b or Total in Column I of G703)	$ -	
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 364,131.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)		$ 327,718.00
8. CURRENT PAYMENT DUE		$ 36,413.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)		$ 0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in prevous months by Owner		
Total approved this Month		
TOTALS	0.00	0.00
NET CHANGES by Change Order	$	-

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By: [signature] Date: 7/30/14

State of: Michigan County of: Eaton Calhoun

Subscribed and sworn to before me this 30 day of July 20 14

Notary Public: Amanda Murphy

My Commission expires: 10/03/2019

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED.....$ _____

(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without predjudice to any rights of the Owner or Contractor under this Contract

HOFFMAN BROS., INC.
8574 Verona Road
Battle Creek, Michigan 49014
ph.(269) 965-1207 fx.(269) 965-6701

PROJECT:
APPLICATION NO: 6
APPLICATION DATE: 07/31/14
PERIOD TO: 07/31/14
PROJECT NO:

A	B	C	D	E	F	G		H	I
			WORK COMPLETED						
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% COMPLETE (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE (IF VARIABLE)
	Stone base to support Hayward Baker drill rig movement on bad soil	116958.00	116958.00	0.00		116958.00	100%	0.00	
	Haul road required for stone trucks to supply aggregate to the down hole vibrators as piers constructed	3173.00	3173.00	0.00		3173.00	100%	0.00	
	Removal of spoils caused by aggregate pier drilling	41179.00	41179.00	0.00		41179.00	100%	0.00	
	Added Stone at Heavy Duty areas in lieu of undercutting and haul off of bad soil & import of engineered fill	137429.00	137429.00	0.00		137429.00	100%	0.00	
	Added Stone at light duty areas in lieu of undercutting and haul off of bad soil an dimport of engineered fill	16928.00	16928.00	0.00		16928.00	100%	0.00	
	Geotextile fabric to reinforce exterior concrete due to soil conditions an aggregate pier design	14920.00	14920.00	0.00		14920.00	100%	0.00	
	Stone underdrain due to Chemical Stabilization's effect on water run off	33544.00	33544.00	0.00		33544.00	100%	0.00	
	GRAND TOTALS	$364,131.00	$364,131.00	$0.00	$0.00	$364,131.00	100%	$0.00	

CONTINUATION SHEET **AIA DOCUMENT G703**

Wightman & Associates, Inc.

264 Western Avenue
Allegan Michigan 49010

Invoice

Invoice #: 1000
Invoice Date: 7/31/2014
Due Date: 8/30/2014
Account #:

Bill To:

Tippman Construction
9009 Coldwater Road
Fort Wayne, Indiana 46825

Project:

Serviced	Description	Amount
	Surveying for Aggregate Pier Locations due to bad soils in lieu of undercutting, haul off and import of engineered fills.	21,631.00

Total	$21,631.00
Payments/Credits	$0.00
Balance Due	$21,631.00

SERVICE CHARGE: A delinquency charge of 1 1/2% per month (which is an ANNUAL PERCENTAGE RATE of 18%) will be added to all amounts not paid 30 days after invoice date.

Soil and Materials Engineers, Inc.
43980 Plymouth Oaks Blvd.
Plymouth, MI 48170-2584
Phone: 734-454-9900 Fax: 734-454-7685

INVOICE

REMIT TO:
Soil and Materials Engineers, Inc.
PO BOX 673166
DETROIT, MI 48267-3166

Andrew Vachon
Project Manager
Tippmann Properties
9009 Coldwater Rd
Ft Wayne, IN 46825

August 7, 2014
Invoice No: 50748-A

Project 068755.00 General Mills Cold Storage

Geotechnical Services – Quality Control and Documentation for Aggregate Piers, Soil Stabilization and Reinforcing

Professional Services from October 28, 2014 to June 22, 2014

Work Category 2 – Paving Engineering – P.O. GENMI1 – 005C

Work Category 3 – Aggregate Piers – P.O. GENMI1 – 005C

Total this Invoice $25,933.09

Thank you for the opportunity to be of service.

Project Manager Louis Northouse

Terms: Invoice is due upon receipt. Amount not paid within 30 days after invoice date are subject to 1.5% per month late charge. Fed ID#: 38-1738670

APPLICATION AND CERITIFCATE FOR PAYMENT Construction Manager/Advisor Edition AIA G702/CMA

TO (Owner):
TIPPMANN CONSTRUCTION LLC
9009 COLDWATER RD
ATTN BRYAN HALBERSTADT
FORT WAYNE IN 468825

Project:
GENERAL MILLS
3800 MID LINK DRIVE
KALAMAZOO, MI 49048

APPLICATION #: 1
Period to: 08/12/2014

DISTRIBUTION TO:
_____ OWNER
_____ CONSTRUCTION MGR
_____ ARCHITECT
_____ CONTRACTOR

From (Contractor):
BURGESS CONCRETE CONSTRU(
1262 CUTTING INDUSTRIAL DR
PO BOX 318
MOLINE MI 49335-0318

VIA (CONST MGR):
TIPPMAN CONSTRU

VIA (ARCHITECT):
PROGRESSIVE AE

ARCHITECT PROJECT NO:
13-010

CONTRACT FOR: CONCRETE

CONTRACT DATE: 11/06/2013

CONTRACTOR 'S APPLICATION FOR PAYMENT

Change orders summary		
Change orders approved in previous months by owner	Additions	Deductions
TOTAL		
Approved this month		
Number | Date approved		
***** SEE ATTACHED CHANGE ORDER REPORTS ****		
TOTALS		
Net change by change orders		

The undersigned contractor certifies that to the best of the contractor's knowledge, information, and belief the work covered by this application for payment has been complete in accordance with the contract documents, that all amounts have been paid by the contractor for work for which previous certificates for payment were issued and payments received from the owner, and that current payments shown herein is now due.

CONTRACTOR:

By: [signature] Date: 8/12/14

Application is made for payment , as shown below, in connection with the contract.
Continuation sheet, AIA Document G703 attached.

1. Original contract sum.....	64,880.00
2. Net change by change orders.....	.00
3. Contract sum to date.....	64,880.00
4. Total completed and stored to date..... (Column G on G703)	64,880.00
5. Retainage:	
a. .00 % of completed work (Column D+E G703)	.00
b. 0.00 % of stored materials (Column F G703)	
Total retainage (line 5a + 5b)	.00
6.Total earned less retainage..... (Line 4 + Line 5 total)	64,880.00
7. Less previous certificates for payment (Line 6 from prior certificate)	.00
8. Current payment due.....	64,880.00
9. Balance to finish plus retainage.....	.00

State of: Michigan County of: Kent
Subscribed and sworn to before me 12 day of Aug, 2014
Norary Public: [signature]
My commission expires: 6/2/20

CERTIFICATE FOR PAYMENT

In accordance with the contract documents, based on on-site observations and the data comprising this application, the construction manager and architect certify to the owner that to the best of their knowledge, information, and belief the work has progressed as indicated, the quality of the work is in accordance with the contract documents and the contractor is entitled to the payment of the amount certified.

AMOUNT CERTIFIED.....$_____
Attach explanation if amount certified differs from the amount applied for, initial all figures on this application and on the continuation sheet that changed to conform to the amount verified.
CONSTRUCTION MANAGER:

By:_____ Date:_____
ARCHITECT:

By:_____ Date:_____
This certification is not negotiable. The amount certified is payable only to the contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the owner or contractor under this contract.

CONTINUATION SHEET AIA DOCUMENT G703

Project:
GENERAL MILLS

From:
BURGESS CONCRETE

Application no.: 1
Application date: 08/12/2014
Period to: 08/12/2014
Architect's project no: 13-010

A		B	C	D	E	F	G		H	I
Item No		Description of work	Scheduled Value	Work completed: Previous application	Work completed: this period	Materials presently stored (not D or E)	Total completed and stored to date (D+E+F)	% (G/C)	Balance to finish (C-G)	Retainage if variable rate
4	1	Isolate (39)Columns - part of aggregate pier design due to expected settlement of concrete slabs	3,900.00	.00	3,900.00		3,900.00	100.00	.00	
5	1	Dowel basket system upgrade to reinforce concrete in lieu of undercutting & haul off of bad soil & import of proper fill	60,980.00	.00	60,980.00		60,980.00	100.00	.00	
******** JOB TOTALS *******			64,880.00	.00	64,880.00		64,880.00	100.00	.00	

Tenmile Creek Excavating
407 E. Fort Street, Suite 407, Detroit, MI 48226
Phone: 313-963-4263 Fax: 313-964-8835

Page:	1
Estimate:	**Retention**
From:	05/02/14
Through:	05/02/14
Date:	05/02/14

Retenion Release

Tippman Construction
9009 Coldwater Road
Fort Wayne, IN 46825

PO # **GENMI1-037**
Owner: General Mills
Project: Tippman - General Mills
TCE Job No. T13243

Contract Amount	Work Complete Amount	Total Amount
		$226,459.44

Work Complete:	$226,459.44
Total Earned to Date:	$226,459.44
Less previously invoiced:	($203,813.49)
Retention Release:	$22,645.95

Owner Approval:	Engineer Approval:
Signature Date	Signature Date:

Contractor's Certificate

Undersigned CONTRACTOR certifies that (1) all previous progress payments received from OWNER on account of Work done under the Contract referred to above have been applied to discharge in full all obligations on CONTRACTOR incurred in connection with Work covered by prior Applications for Payment; and (2) title to all material and equipment incorporated in said Work or otherwise listed in or covered by this Application for Payment will pass to OWNER at time of payment free and clear of all liens, claims, security interests and encumbrances (except such as covered by Bond acceptable to OWNER indemnifying OWNER against any such lien, claim, security interest or encumbrance); and (3) all Work covered by this Application for Payment is in accordance with the Contract Documents and not defective as that term is defined in the Contract Documents.

Contractor: Tenmile Creek Excavating, LLC

REMIT TO:
Tenmile Creek Excavating, LLC
PO Box H, 424 E. Main St. - Metamora, OH 43540
Phone: 419-644-2111 Fax: 419-644-2110

By and For Tenmile Creek Excavating Date

Tenmile Creek Excavating, LLC
Contractor Estimate

General Mills
Project: Tippman - General Mills TCE Job No. T13243

Page:	1
Estimate:	Retention
From:	05/02/14
Through:	05/02/14
Date:	05/02/14

Ref	Description	Unit	Unit Price	Last Period		This Period		To Date	
				Quantity	Amount	Quantity	Amount	**Quantity**	Amount
1	Chemical Stabilization in lieu of undercutting and haul-off of unusable soil and importing proper fill	LS	226,459.44	1.00	226,459.44	0.00	0.00	1.00	226,459.44
	TOTAL				226,459.44		0.00		226,459.44

Consumers
CONCRETECORPORATION
P.O. BOX 2229 • KALAMAZOO, MI 49003-2229
(269) 342-0136 • Fax (269) 384-0974 • 1-800-643-4235

INVOICE

CUSTOMER NO.	DATE	INVOICE NO.	PAGE
00003249	06/11/2014	Invoice Summary	

Tippmann Construction
9009 Coldwater Rd.
Fort Wayne, IN 46825

TERMS OF PAYMENT: NET 30 DAYS
FINANCE CHARGES ARE COMPUTED AT 1½% PER MONTH

DATE	JOB NUMBER - JOB LOCATION - ADDRESS			UNIT PRICE	TAX	TOTAL
	QUANTITY	UNIT	DESCRIPTION			
	Additional 1" on Site Concrete in lieu of undercutting & haul off of bad soil and import of proper fill.				$	96,974
	Concrete in lieu of the additional undercutting, spoils, generation/haul off and import of proper fill that would be required if using asphalt				$	276,953
	Additional Concrete Materials for 2" thicker slab & 1" thicker dock in lieu of undercut, haul off and import of engineered fill.				$	106,584

Invoices for the above materials are paid in full.

"We hereby certify that these goods were produced in compliance with all applicable requirements of Section 6, 7, and 13 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof."

AMOUNT DUE 0.00

CONTRACT ADDENDUM NO. 2
for
Kalamazoo County Brownfield Redevelopment Authority

This Addendum, made and entered into this the _____ of _____, 2014, by and between the Kalamazoo County Brownfield Redevelopment Authority, 201 West Kalamazoo Avenue, Room 101, Kalamazoo, Michigan 49007 (hereinafter as referred to as the "KCBRA"), and Envirologic Technologies, Inc. (hereinafter as referred to as the "Environmental Consultant").

WITNESSETH

WHEREAS, the KCBRA has previously entered into a Contract with the Environmental Consultant, dated December 20, 2012, for environmental services related to Brownfield redevelopment work; and

WHEREAS, the KCBRA at their regular meeting on August 28, 2014 voted to approve amending the said Contract to continue for an additional year;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties hereto, it is mutually understood and agreed by and between the parties that the existing Contract between the two parties be amended as follows:

1. The Environmental Consultant will continue, as directed and approved by the KCBRA, to provide the environmental assessment, project management and other services with the confines of the KCBRA available funds on a project-by-project basis from January 1 through December 31, 2015.

Except as hereinabove specifically modified, the Contract and its provisions between the parties dated December 20, 2012 as amended, will remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have set their hands the date first above written.

SIGNATURE SECTION

For: ENVIROLOGIC TECHNOLOGIES, INC.

By:_____ Date: _____
*Jeffrey C. Hawkins
Its: President

For: KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

By:_____ Date: _____
*Joe Agostinelli
Its: Chairperson

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Site
Project: Midlink

Project Information Reports

To edit any Project Information, please contact your MEDC Brownfield Program Contact. To add or review a previously created Brownfield Annual Report, click on the 'Reports' tab. To return to the list of all of the Projects for your Brownfield Redevelopment Authority, click on the 'My Sites' tab above.

Site Detail Edit

Account Name	County of Kalamazoo BRA	**Developer Name**	5200 E Cork Street Investors, LLC
Project Name	Midlink	**Total Amount of Tax Increment Revenue Collected Prior to TaxYear 2013**	$158,959
Beginning Date of Tax Capture	1/1/2011	**Initial Taxable Value**	$7,364,697
Ended			

Project Address

Project Street	5200 E Cork
Project City	Kalamazoo
MI County	Kalamazoo
Zip Code	49048

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Site
Project: Midlink

Project Information Reports

To create a unique new report click on the 'Add New Annual Report' button. If the Project data has not changed since last year's report, use the 'Copy Last Year's Report' button to generate a new report with the same data that was submitted the last year.

Progress Reports Instructions

Back to Program Metrics List View

Project Details

Name	Midlink	**Account Name**	County of Kalamazoo BRA
Reported Tax Year	2013	**Status**	Pending
Project Complete		**I certify to the best of my knowledge that the information submitted in this report is true and correct.**	✓

Purpose of TIR Expenditures

The amount of State expenditures of tax increment revenues.	$0	**The amount of environmental expenditures of tax increment revenues.**	$0
The amount of Local expenditures of tax increment revenues.	$0	**The amount of non-environmental expenditures of tax increment revenues.**	$0
The amount of Local-only expenditures of tax increment revenues.	$38,014		

Activity Status

The amount of tax increment revenues attributable to taxes levied for school operating purposes used for activities described in section 15(1)(a) and section 2(n)(vii).	$56,533	**The amount of Local tax increment revenues received.**	$38,014
The amount of County tax increment revenues received.	$14,957	**The amount of Local ISD tax increment revenues received.**	$7,500
The amount of principal and interest on all outstanding indebtedness.	$0	**The amount of actual capital investment made for each project.**	$0
The captured taxable value realized by the authority for each eligible property subject to the brownfield plan.	$2,465,954	**The number of residential units constructed or rehabilitated for each project.**	0
The amount,by square foot,of new residential for each project	0	**The amount,by square foot,of rehabilitated residential for each project**	0
The amount,by square foot,of retail,for each project.	0	**The amount,by square foot,of commercial for each project.**	0
The amount,by square foot,of industrial space for each project.	35,300	**The amount, by square foot, of Public Infrastructure.**	0
The amount, by linear square foot, of Public Infrastructure.	0	**The number of new jobs created at the project.**	40
Please provide any additional information.	Additional new investment spanned 2013 and 2014. The investment numbers will be reported in the 2014 report when they are finalized.		

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Site
Project: Brown Family Holdings

Project Information Reports

To edit any Project Information, please contact your MEDC Brownfield Program Contact. To add or review a previously created Brownfield Annual Report, click on the 'Reports' tab. To return to the list of all of the Projects for your Brownfield Redevelopment Authority, click on the 'My Sites' tab above.

Site Detail

Account Name	County of Kalamazoo BRA	**Developer Name**	Beckan Industries
Project Name	Brown Family Holdings	**Total Amount of Tax Increment Revenue Collected Prior to TaxYear 2013**	$31,291
Beginning Date of Tax Capture	1/1/2010	**Initial Taxable Value**	$0
Ended			

Project Address

Project Street	2700 N Pitcher
Project City	Kalamazoo
MI County	Kalamazoo
Zip Code	49004

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Site
Project: Brown Family Holdings

Project Information Reports

To create a unique new report click on the 'Add New Annual Report' button. If the Project data has not changed since last year's report, use the 'Copy Last Year's Report' button to generate a new report with the same data that was submitted the last year.

Progress Reports Edit Submit Cancel Instructions

Back to Program Metrics List View

Project Details

Name	Brown Family Holdings	**Account Name**	County of Kalamazoo BRA
Reported Tax Year	2013	**Status**	Pending
Project Complete		**I certify to the best of my knowledge that the information submitted in this report is true and correct.**	✓

Purpose of TIR Expenditures

The amount of State expenditures of tax increment revenues.	$0	**The amount of environmental expenditures of tax increment revenues.**	$0
The amount of Local expenditures of tax increment revenues.	$0	**The amount of non-environmental expenditures of tax increment revenues.**	$0
The amount of Local-only expenditures of tax increment revenues.	$13,719		

Activity Status

The amount of tax increment revenues attributable to taxes levied for school operating purposes used for activities described in section 15(1)(a) and section 2(n)(vii).	$0	**The amount of Local tax increment revenues received.**	$13,719
The amount of County tax increment revenues received.	$2,429	**The amount of Local ISD tax increment revenues received.**	$2,535
The amount of principal and interest on all outstanding indebtedness.	$0	**The amount of actual capital investment made for each project.**	$0
The captured taxable value realized by the authority for each eligible property subject to the brownfield plan.	$221,300	**The number of residential units constructed or rehabilitated for each project.**	0
The amount,by square foot,of new residential for each project	0	**The amount,by square foot,of rehabilitated residential for each project**	0
The amount,by square foot,of retail,for each project.	0	**The amount,by square foot,of commercial for each project.**	0
The amount,by square foot,of industrial space for each project.	0	**The amount, by square foot, of Public Infrastructure.**	0
The amount, by linear square foot, of Public Infrastructure.	0	**The number of new jobs created at the project.**	0
Please provide any additional information.			

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Site
Project: 232, LLC

Project Information Reports

To edit any Project Information, please contact your MEDC Brownfield Program Contact. To add or review a previously created Brownfield Annual Report, click on the 'Reports' tab. To return to the list of all of the Projects for your Brownfield Redevelopment Authority, click on the 'My Sites' tab above.

Site Detail Edit

Account Name	County of Kalamazoo BRA	**Developer Name**	232, LLC
Project Name	232, LLC	**Total Amount of Tax Increment Revenue Collected Prior to TaxYear 2013**	$0
Beginning Date of Tax Capture	1/1/2015	**Initial Taxable Value**	$156,722
Ended			

Project Address

Project Street	232 W Michigan Ave
Project City	Kalamazoo
MI County	Kalamazoo
Zip Code	49007

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Site
Project: 232, LLC

Project Information Reports

To create a unique new report click on the 'Add New Annual Report' button. If the Project data has not changed since last year's report, use the 'Copy Last Year's Report' button to generate a new report with the same data that was submitted the last year.

Progress Reports Instructions

Back to Program Metrics List View

Project Details

Name	232, LLC	**Account Name**	County of Kalamazoo BRA
Reported Tax Year	2013	**Status**	Pending
Project Complete		**I certify to the best of my knowledge that the information submitted in this report is true and correct.**	✓

Purpose of TIR Expenditures

The amount of State expenditures of tax increment revenues.	$0	**The amount of environmental expenditures of tax increment revenues.**	$0
The amount of Local expenditures of tax increment revenues.	$0	**The amount of non-environmental expenditures of tax increment revenues.**	$0
The amount of Local-only expenditures of tax increment revenues.	$0		

Activity Status

The amount of tax increment revenues attributable to taxes levied for school operating purposes used for activities described in section 15(1)(a) and section 2(n)(vii).	$0	**The amount of Local tax increment revenues received.**	$0
The amount of County tax increment revenues received.	$0	**The amount of Local ISD tax increment revenues received.**	$0
The amount of principal and interest on all outstanding indebtedness.	$0	**The amount of actual capital investment made for each project.**	$0
The captured taxable value realized by the authority for each eligible property subject to the brownfield plan.	$0	**The number of residential units constructed or rehabilitated for each project.**	0
The amount,by square foot,of new residential for each project	0	**The amount,by square foot,of rehabilitated residential for each project**	0
The amount,by square foot,of retail,for each project.	0	**The amount,by square foot,of commercial for each project.**	0
The amount,by square foot,of industrial space for each project.	0	**The amount, by square foot, of Public Infrastructure.**	0
The amount, by linear square foot, of Public Infrastructure.	0	**The number of new jobs created at the project.**	0
Please provide any additional information.	The taxable value has not increased above the base value. Due to lack of substantial incremental growth, the BRA has delayed capture		

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Site
Project: Kartar #6

Project Information | Reports

To edit any Project Information, please contact your MEDC Brownfield Program Contact. To add or review a previously created Brownfield Annual Report, click on the 'Reports' tab. To return to the list of all of the Projects for your Brownfield Redevelopment Authority, click on the 'My Sites' tab above.

Site Detail Edit

Account Name	County of Kalamazoo BRA	**Developer Name**	Kalamazoo County Land Bank
Project Name	Kartar #6	**Total Amount of Tax Increment Revenue Collected Prior to TaxYear 2013**	$0
Beginning Date of Tax Capture	1/1/2015	**Initial Taxable Value**	$0
Ended			

Project Address

Project Street	306 N Grand
Project City	Schoolcraft
MI County	Kalamazoo
Zip Code	49087

Site
Project: Kartar #6

Project Information Reports

To create a unique new report click on the 'Add New Annual Report' button. If the Project data has not changed since last year's report, use the 'Copy Last Year's Report' button to generate a new report with the same data that was submitted the last year.

Progress Reports Edit Submit Cancel Instructions

Back to Program Metrics List View

Project Details

Name	Kartar #6	**Account Name**	County of Kalamazoo BRA
Reported Tax Year	2013	**Status**	Pending
Project Complete	☐	**I certify to the best of my knowledge that the information submitted in this report is true and correct.**	✓

Purpose of TIR Expenditures

The amount of State expenditures of tax increment revenues.	$0	**The amount of environmental expenditures of tax increment revenues.**	$0
The amount of Local expenditures of tax increment revenues.	$0	**The amount of non-environmental expenditures of tax increment revenues.**	$0
The amount of Local-only expenditures of tax increment revenues.	$0		

Activity Status

The amount of tax increment revenues attributable to taxes levied for school operating purposes used for activities described in section 15(1)(a) and section 2(n)(vii).	$0	**The amount of Local tax increment revenues received.**	$0
The amount of County tax increment revenues received.	$0	**The amount of Local ISD tax increment revenues received.**	$0
The amount of principal and interest on all outstanding indebtedness.	$0	**The amount of actual capital investment made for each project.**	$0
The captured taxable value realized by the authority for each eligible property subject to the brownfield plan.	$0	**The number of residential units constructed or rehabilitated for each project.**	0
The amount,by square foot,of new residential for each project	0	**The amount,by square foot,of rehabilitated residential for each project**	0
The amount,by square foot,of retail,for each project.	0	**The amount,by square foot,of commercial for each project.**	0
The amount,by square foot,of industrial space for each project.	0	**The amount, by square foot, of Public Infrastructure.**	0
The amount, by linear square foot, of Public Infrastructure.	0	**The number of new jobs created at the project.**	0
Please provide any additional information.	No development at this time, owned by the Kalamazoo County Land Bank		

Site
Project: 9008 Portage Road

Project Information | Reports

To edit any Project Information, please contact your MEDC Brownfield Program Contact. To add or review a previously created Brownfield Annual Report, click on the 'Reports' tab. To return to the list of all of the Projects for your Brownfield Redevelopment Authority, click on the 'My Sites' tab above.

Site Detail Edit

Account Name	County of Kalamazoo BRA	**Developer Name**	South Portage Road LLC
Project Name	9008 Portage Road	**Total Amount of Tax Increment Revenue Collected Prior to TaxYear 2013**	$0
Beginning Date of Tax Capture	1/1/2014	**Initial Taxable Value**	$8,854
Ended			

Project Address

Project Street	9008 Portage Road
Project City	Portage
MI County	Kalamazoo
Zip Code	49002

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Site
Project: 9008 Portage Road

Project Information | Reports

To create a unique new report click on the 'Add New Annual Report' button. If the Project data has not changed since last year's report, use the 'Copy Last Year's Report' button to generate a new report with the same data that was submitted the last year.

Back to Program Metrics List View

Progress Report Save | Cancel Instructions

Project Details

Project Name	9008 Portage Road	**Account Name**	County of Kalamazoo BRA
Reported Tax Year	2013	**Status**	Pending
Project Complete	☐	**I certify to the best of my knowledge that the information submitted in this report is true and correct.**	☑

Purpose of TIR Expenditures

The amount of State expenditures of tax increment revenues.	0	**The amount of environmental expenditures of tax increment revenues.**	0
The amount of Local expenditures of tax increment revenues.	0	**The amount of non-environmental expenditures of tax increment revenues.**	0
The amount of Local-only expenditures of tax increment revenues.	0		

Activity Status

The amount of tax increment revenues attributable to taxes levied for school operating purposes used for activities described in section 15(1)(a) and section 2(n)(vii).	0	**The amount of Local tax increment revenues received.**	0
The amount of County tax increment revenues received.	0	**The amount of Local ISD tax increment revenues received.**	0
The amount of principal and interest on all outstanding indebtedness.	0	**The amount of actual capital investment made for each project.**	0
The captured taxable value realized by the authority for each eligible property subject to the brownfield plan.	0	**The number of residential units constructed or rehabilitated for each project.**	0
The amount,by square foot,of new residential for each project	0	**The amount,by square foot,of rehabilitated residential for each project**	0
The amount,by square foot,of retail,for each project.	0	**The amount,by square foot,of commercial for each project.**	1,344
The amount,by square foot,of industrial space for each project.	0	**The amount, by square foot, of Public Infrastructure.**	0
The amount, by linear square foot, of Public Infrastructure.	0	**The number of new jobs created at the project.**	0
Please provide any additional information.	Did not collect TIR in 2013, the site was under construction in 2013.		