KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

MEETING DATE:	**Thursday, September 25, 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 August 28, 2014
5. Citizens Comments *(4 minutes each / Please state name and address)*
6. Financial Report and Administrative Expenses
   a. **Discussion:** 2014 Year to Date
7. Discussion and/or Action Calendar
   a. **Discussion/Action** – Corner @ Drake
      i. Brownfield Plan Approval and Timeline
      ii. Development Agreement Draft Review
      iii. Envirologic Invoice - $1,653.75
      iv. Request to Amend Work Order
   b. **Discussion/Action** – Vicksburg Mill
      i. Project Update and Timeline
      ii. Project Application
   c. **Discussion/Action** - Invoices
      i. Envirologic: 9008 Portage Road- $1,497.13
      ii. Vanum: Development Agreement Review - $2,294.25
   d. **Discussion/Action** – General Mills Expenses
      i. Report from staff review
   e. **Discussion/Action** – Sign Proposals
   f. **Discussion/Action** – EPA Grant(s)
8. Staff Reports
   a. None
9. Committees - times dates and places
   a. Land Bank Report–
   b. Project/Finance Committee– verbal report, meeting schedule Thursday, Oct 9th, 4:00 pm
   c. Executive Committee – verbal report, meeting schedule Friday, Oct 10th, 8:30 am
   d. PR/Media Committee –
10. Other
11. Board Member Comments
12. Adjournment

Next Meeting: 4th Thursday – October 23, 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 August 28, 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, Travis Grimwood, Joe Agostinelli

Members Excused: Tim Hudson, Christopher Carew, Habib Mandwee, James Spurr, Anne Summerfield

Kalamazoo Township: George Cochran

Staff: Lotta Jarnefelt, Lee Adams

Consultant: Jeff Hawkins

Recording Secretary: Zeña Vos

Community: 2

1. Chair Agostinelli called the meeting to Order at 4:10 p.m.
2. Members Excused: Tim Hudson, Christopher Carew, Habib Mandwee, James Spurr, Anne Summerfield
3. Approval of the Agenda: **Wenzel moved and Rogers seconded the approval of the agenda. Motion Carried.**
4. Approval of Minutes: **Peregon and Wenzel seconded the approval of July 24, 2014 minutes. Motion Carried.**
5. Citizens Comments: None

6. <u>Financial Report and Administrative Expenses</u>
   a. **Discussion:** 2014 Year to Date – Spreadsheet included in the packet.
   Jarnefelt shared that a check from Comstock Township for Midlink was received in the amount of $31,758.00. Staff will make preparations for a check to the Developer, will request board action in November.

   b. **Action:** Mileage Reimbursements
   Jarnefelt's mileage expense is $125.56. Adams mileage expense is $178.14.

   Rogers moved and Peregon seconded the approval of mileage expenses in the total amount of $304.70. Motion Carried.

7. <u>Discussion and/or Action Calendar</u>
   a. **Discussion/Action –** Corner @ Drake
      i. Project Update – Staff met with Oshtemo Township staff on Friday, 8/22/14 to discuss the project. Oshtemo staff had a few questions but did not express disagreement with the plan.
      The board briefly discussed signage at the site with the developer.
      ii. Brownfield Plan and Timeline Discussion
      Envirologic made adjustments to the plan to account for the SoDA capture and the Board's policy to allow a maximum of 3% interest. Other adjustments include: a more accurate amount of eligible expenses and a reduction in the contingency to 5%.

   Woods moved and Grimwood seconded the approval of the Corner @ Drake Brownfield Plan as presented. Motion Carried.

iii. Envirologic Invoice - $1,471.25 – Envirologic Staff explained the charges and noted that the project is currently within budget.

Peregon moved and Grimwood seconded the approval of the Envirologic Invoice totaling $1,471.25. Motion Carried.

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

i. Staff received an application from a potential developer.

Staff reported that the Land Bank agreed to sell the newer portion for $25,000.00.

Hawkins reported that the DEQ is wrapping up their work with the data collected on the site. Concern about the identified potential liable party remain.

The board reviewed the project application and supporting documentation. A couple board members were uncomfortable moving forward with the application as presented. Staff will request additional information for the next meeting. Staff will also attempt to arrange a tour of the mill and a presentation by the developer at the committee meetings.

ii. Agreement

Staff requested action by the board regarding the agreement between the KCBRA, the Land Bank, Village of Vicksburg, and the Village of Vicksburg Brownfield Development Authority. The agreement was approved by the other entities a few months prior. The agreement spells out the roles and responsibilities of each entity regarding this project.

The Board briefly discussed the agreement.

Peregon moved and Woods seconded the approval of, and authorized the chair to sign, the Mill of South County Agreement. Motion Carried.

iii. Brownfield Plan

The board delayed action on Work Order #12 (creation of the Brownfield Plan for the Mill site).

c. **Discussion/Action – Envirologic Expenses**

i. Hawkins explained the charges under the Chem Link and general consulting work orders. A brief discussion regarding the Chem Link project and potential Brownfield Plan ensued. The Board was informed that the tax increment revenue from the site was too small to warrant the creation of the Brownfield Plan.

Grimwood moved and Wenzel seconded the approval of the Envirologic Invoices in the amounts of $655.95 and $210.00. Motion Carried.

d. **Discussion/Action** – General Mills Expenses

i. Nothing new to report at this meeting, action will be requested at the September meeting.

e. **Discussion/Action** – Envirologic Contract

i. The board reviewed an extension of the Environmental Consultant contract and agreed that a one year extension was appropriate.

Wenzel moved and Rogers seconded the approval of the Environmental Contract extension with Envirologic Technologies. Motion Carried.

f. **Discussion/Action** – Legal Services Contract
   i. Staff requested authorization for the Chair to sign a letter of intent provided by the KCBRA legal services contractor.

Peregon moved and Woods seconded the authorization of the chair to sign the letter of intent from Varnum LLP. Motion Carried.

g. **Discussion/Action** – 2013 Annual Report
   i. Staff prepared and presented the annual report. The annual report is much different than previous years, the information requested was much more detailed and was required to be submitted through an on-line portal. The board review the report as staff presented and briefly discussed the information and requirements.

Woods moved and Peregon seconded the authorization of staff to submit the 2014 annual report. Motion Carried.

8. Staff Reports
   a. None.
9. Committees - times dates and places
   a. Project/Finance Committee– verbal report, meeting schedule Thursday, Sept 11th, 4:00 pm
   b. Executive Committee – verbal report, meeting schedule Friday, Sept 12th, 8:30 am
10. Other
   a. None.
11. Board Member Comments
   a. None made.
12. Adjournment

Next Meeting: 4th Thursday – September 25, 2014 at 4pm (room 207a, County Admin Bldg)

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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
- 9/17/14 - TIF plan alterations are presented to the County Committee of the Whole
- 10/7/14 – County Board of Commissioners takes action on the TIF plan

Brownfield Plan

- 8/28/14 KCBRA takes action on the brownfield plan
- 9/9/14 – Staff presents plan to Oshtemo Township
- 10/14/14 - Oshtemo Township takes action on the plan
- 10/21/14 – Staff presents plan to County Committee of the Whole
- 11/5/14 - County Board of Commissioners takes action on the plan

BROWNFIELD PLAN DEVELOPMENT AGREEMENT

THIS BROWNFIELD PLAN DEVELOPMENT AGREEMENT (the "Agreement"), is entered into on _____, 20__ between the **KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporate established pursuant to Act 381 of the Public Acts of 1996, as amended, MCL 125.2651 et seq. ("Act 381"), whose address is 201 W. Kalamazoo Avenue, Room 101, Kalamazoo, Michigan 49007 (the "Authority"), and **Gesmundo, LLC**, a Michigan Limited Liability Company, whose address is 4200 W. Centre Ave, Portage MI 49024 (the "Developer").

RECITALS

WHEREAS, the Authority, Oshtemo Charter Township (the "Township"), and Kalamazoo County (the "County") have determined that brownfield redevelopment constitutes the performance of an essential public purpose which protects and promotes the public health, safety and welfare.

WHEREAS, Kalamazoo County has established a Brownfield Redevelopment Authority and the Authority and the County have adopted a Brownfield Plan specifically for this site (the "Plan"), pursuant to the provisions of Act 381.

WHEREAS, the Authority and the County have designated certain properties that have conditions of environmental contamination, blight or obsolence as appropriate sites for creating a Plan.

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

WHEREAS, Developer owns property in Kalamazoo County located at the northwest corner of Drake Road and Stadium Drive in the Township (the "Property") and legally described on the attached Exhibit A.

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

WHEREAS, Developer intends to redevelop an obsolete residential neighborhood located at the Property. Many of the houses in this neighborhood have passed their useful life. These houses contained asbestos and were served by individual wells and septic systems. The existing infrastructure, including roads, right-of-ways and utilities were failing and were unable to serve future growth opportunities. The new investment planned for the site, which includes an initial approximately 150,000 square foot Costco store and additional mixed-use commercial

structures in the surrounding development pads, will be approximately $70,000,000. These investments are expected to create at least 600 jobs at this location and would increase the property tax base within Kalamazoo County (the "Project").

WHEREAS, the Project will require the Developer to incur Eligible Costs associated with certain Eligible Activities including asbestos surveys, environmental due diligence, asbestos abatement and demolition, which may require the services of various contractors, engineers, environmental consultants, attorneys and other professionals. The Developer's Eligible Costs shall not exceed $381,150.

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

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

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

2. The Plan. The Plan, approved by the Authority and the Commission of the County, concurred by the Township, is attached as Exhibit B and incorporated as part of this Agreement. To the extent provisions of the Plan or this Agreement conflict with Act 381, Act 381 controls.

3. Term of Agreement. Pursuant to the Plan, the Authority shall capture that amount of Tax Increment Revenues generated from real and personal property taxes allowed by law on the Eligible Property, less the amount defined to be captured in the Development/Tax Increment Plan of the Corridor Improvement Authority along Drake Road and KL Avenue. Capture will begin in the first year after the year of the establishment of the Plan and will continue until the earlier of:

3.1 Full reimbursement of Eligible Costs for those Eligible Activities set forth in Paragraph 5, which shall not exceed $$381,150; or

3.2 6 years. With five of the 11 years designated for Local Site Remediation Revolving Fund (LSRRF) only.

4. Evidence of Ownership. Prior to the execution of this Agreement, Developer shall provide to the Authority each of the following: (a) evidence satisfactory to the Authority that the Developer has acquired fee simple title to the Property, which evidence shall include (without limitation) a copy of a recorded deed to the Property in favor of the Developer; and (b) a copy of a commitment for owner's title insurance with respect to the Property (the "Commitment"), which Commitment shall show the Developer as record owner of the Property, shall reflect that all material conditions to the issuance of a policy thereunder have been satisfied, and shall otherwise be in form and substance satisfactory to the Authority.

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

6. Reimbursement Source. During the term of this Agreement and except as otherwise set forth in this Agreement, the Authority shall reimburse the Developer for its Eligible Costs, as limited under this Agreement, from all applicable Tax Increment Revenues collected from the real and personal property taxes on the Property, less the amount defined to be captured in the Development/Tax Increment Plan of the Corridor Improvement Authority along Drake Road and KL Avenue. If there is ever a decrease in taxable value at the Property which is below the initial assessed value, the resulting negative capture of Tax Increment Revenues shall be applied to offset any past, present or future positive capture of Tax Increment Revenues from the Property.

7. Reimbursement Process.

7.1 Cost Reimbursement Request. The Developer will provide sufficient documentation of the Eligible Costs incurred including the dates of each Eligible Activity, a complete description of the work, proof of payment, detailed invoices for the costs involved for each Eligible Activity and a written statement certifying to the Authority that all such costs are "Eligible Costs". Failure to provide the above noted information when due, or within the time permitted by the Authority under Paragraph 7.2, may result in foregone reimbursement, to the Developer by the Authority, for Eligible Costs that have not been requested within the timeframe described above.

7.2 Authority Staff Review. The Authority Staff shall review each reimbursement request within 30 days after receiving it. If Authority Staff determines that the documentation submitted by the Developer is not complete, then Developer shall cooperate in the Authority's review by providing, within 30 days of the Authority's request, any additional documentation of the Eligible Costs as deemed reasonable and necessary by the Authority in order to complete its review. Within 45 days following the receipt of such supplemental information, the Authority shall make the determination of whether the costs are eligible for reimbursement. If the Developer wishes to challenge that determination, it shall provide written notice to the Authority within 15 days of the determination, and the issue shall be brought to the Authority within 45 days thereafter for a final determination. The Developer shall not have any further appeal rights to challenge the final determination of the Authority and shall not be entitled to any claim or cause of action against Kalamazoo County or the Authority as a result of any determinations made in good faith regarding whether or not any cost submitted by the Developer constitutes an "Eligible Cost," and hereby grants the County and the Authority and their respective officers, agents and employees, a complete release and waiver of any claims or causes of action as a result of the foregoing.

7.3 Reimbursement. After both the summer and winter taxes are captured and collected on the Property, the Authority shall reimburse its Eligible and Administrative Costs and pay approved Eligible Costs to the Developer from Tax Increment Revenues that are generated from the Property in accordance with the Plan and Paragraph 7 to the extent that taxes have been captured and are available in that fiscal year. The Authority shall receive one hundred (100) percent of Tax Increment Revenues until fully reimbursed, unless otherwise designated by the Authority. In the event that there are insufficient Tax Increment Revenues available in any given year to reimburse all of the Authority's and Developer's Eligible Costs, as described in Paragraph 5, then the Authority shall reimburse the Authority or Developer only from available Tax Increment Revenues. Once the Authority is fully reimbursed for its Eligible Costs, the Developer shall receive the available Tax Increment Revenue, less Administrative Costs, during the term of this Agreement, until all of the amounts for which submissions have been made have been fully paid to the Developer, or the repayment obligation expires, whichever occurs first. The Authority shall make additional payments, on an annual basis, toward the Developer's remaining unpaid Eligible Costs during the term of this Agreement. The Developer shall not be entitled to reimbursement under this Agreement unless the Developer has timely and completely paid its real and personal property taxes (or industrial facilities taxes) including all penalties, interest and other amounts due in relation thereto when due. For purposes of this Agreement, to be timely paid, taxes must be paid before the date on which they can no longer be paid without penalties or interest. The repayment obligation under this Agreement shall expire upon the earlier of the full payment by the Authority to the Developer of all amounts due the Developer from the Tax Increment Revenues or 11 years from the date of approval of the Plan.

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

Checks shall be payable to:	Gesmundo, LLC
Delivered to the following address:	4200 W. Centre Ave Portage, MI 49024 By certified mail

Delivered through electronic transfer if available through Developer

8. Adjustments. In the event that a state agency of competent jurisdiction conducting an audit of payments made to the Developer under this Agreement or a court of competent jurisdiction determines that any portion of the payments made to the Developer under this Agreement is unlawful, the Developer shall pay back to the Authority that portion of the payments made to the Developer within 30 days of the determination made by a state agency or the court as the case may be. However, the Developer shall have the right, before any such repayment is made, to appeal on its or the Authority's behalf, any such determination made by a state agency or court as the case may be. If the Developer is unsuccessful in such an appeal, the Developer shall repay the portion of payments found to be unlawful to the Authority within thirty (30) days of the date when the final determination is made on the appeal. The Developer shall be responsible for payment of all of the County's and Authority's legal fees associated with any determination of whether a cost for which reimbursement is requested constitutes an

"Eligible Cost" and all of the County's and Authority's legal fees associated with the review or determination of such issues by any state agency or court.

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

9.1 Project. At its sole expense, Developer shall use its best efforts to conduct the activities described in the Plan and to demolish the existing buildings on the Property and construct the Project. The Developer intends to transform this gateway urban location from an obsolete residential neighborhood into a premier commercial development. The new investment planned for this site includes an initial approximately 150,000 square foot Costco store and additional mixed-use commercial structures in the surrounding development pads for an initial planned investment of $70,000,000. The redevelopment of the Property shall commence no later than January 1, 2014 and shall be completed no later than July 31, 2020. Under no circumstances shall the Authority have any responsibility or liability for remediation or redevelopment of the Property, or for conducting any "eligible activities" at the Property, except for its obligations under this Agreement to provide funds to the extent available as permitted in Paragraph 7 hereof with respect to payments from Tax Increment Revenues.

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

9.3 Ordinances. Develop the Property, including landscaping and all other improvements required for the Project, in compliance with all local ordinances, site plan reviews and this Agreement. The redevelopment of the Property shall be subject to all zoning approvals. This Agreement does not obligate any governing municipality to grant any such approvals.

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

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

9.6 Cooperation. Assist and cooperate with the Authority in providing information that the Authority may require in providing necessary reports to governmental or other agencies, including, but not limited to, information regarding the amount of Developer expenditures and capital investments, jobs created, and square footage developed or rehabilitated with respect to the Project.

9.7 Payment of Authority Legal and Professional Fees. To the extent the following costs and fees are not paid to the Authority from Tax Increment Revenues, the Developer shall reimburse the Authority for its legal and professional fees and disbursements incurred in connection with the review, approval and administration of the brownfield plan for this Project, including any further amendments thereto; the preparation and negotiation of this Agreement, as it may be amended from time to time; and all documents and matters related thereto, including future expense. Developer shall reimburse the Authority for such expenses within 30 days from the date that the Authority sends an invoice and request for payment to Developer, provided Developer shall be eligible for reimbursement for such expenses to the extent permitted by law from Tax Increment Revenues.

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

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

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

11. Developer's Representations, Warranties and Covenants. The Developer hereby makes the following representations, warranties and covenants:

11.1 Eligible Property. The Property is "eligible property" as defined in Act 381 and is eligible for the capture of Tax Increment Revenues pursuant to Act 381.

11.2 Eligible Costs. The Developer will only submit for reimbursement under Paragraph 7 hereof such costs that it has reasonably determined are "Eligible Costs" within the meaning of Act 381.

11.3 Due Authorization. The representatives signing this Agreement are duly authorized by the Developer to enter into this Agreement.

12. Events of Default. Each of the following shall constitute an event of default:

12.1 Any representation or warranty made by the Developer in this Agreement proves to have been incorrect or incomplete in any material respect when made or deemed to be made.

12.2 The Developer fails to observe or perform any covenant or agreement contained in this Agreement for 30 days after written notice thereof shall have been given to the Developer by the Authority.

12.3 The Developer abandons or withdraws from the reuse and redevelopment of the Property or indicates its intention to do so.

12.4 The Developer fails to pay any funds within 30 days of the date due which are required to be paid to the Authority pursuant to this Agreement, including but not limited to its real and personal property taxes as set forth in Paragraph 7 hereof.

12.5 The Developer terminates its existence.

12.6 The Developer files an appeal with the Michigan State Tax Tribunal contesting any taxes assessed against the Property or the taxable value, assessed value or state equalized value of the Property.

12.7 Any material provision of this Agreement shall cease to be valid and binding on the Developer or shall be declared null and void; the validity or enforceability of such provision shall be contested or denied by the Developer; or the Developer denies that it is bound by this Agreement.

13. Remedies upon Default. If any event of default as defined above shall occur and be continuing for 30 days after written notice of default from the Authority, the Authority shall have the right, but not the obligation, to terminate this Agreement effective immediately and the Developer shall be responsible for all costs which the Authority has incurred in connection with the Property and this Development Agreement, and shall be responsible for all Eligible Costs, without contribution from Tax Increment Revenues collected by the Authority from taxes levied on the Property.

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

15. Freedom of Information Act. Developer stipulates that all Petitions and documentation submitted by Developer shall be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, MCL 15.231 et seq., and no claim of trade secrets or other privilege or exception to the Freedom of Information Act will be claimed by Developer as it relates to this Agreement or Petitions and supporting documentation.

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

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

If to Developer:	Gesmundo, LLC Att: Joseph Gesmundo 4200 W. Centre Ave Portage, MI 49024
If to the Authority:	Brownfield Redevelopment Authority 201 W. Kalamazoo Avenue, Room 101 Kalamazoo, Michigan 49007
With copy to:	County Attorney

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

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

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

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

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

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

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

25. Definitions.

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

Witnesses:	KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY
_____	By_____
_____	Title_____
	Date_____
	Gesmundo, LLC
_____	By_____
_____	Title_____
	Date_____

8644716.7

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 00362
Date 09/19/2014

Project **140154 Corner of Drake Road/Stadium Drive, Kalamazoo Twp., Michigan**

INVOICE: Through Aug 31, 2014

A - PHASE 1 BROWNFIELD PLAN

Professional Fees

	Hours	Rate	Billed Amount
Administrative Assistant			
Robyn E. Logelin			
Professional Services	2.00	45.00	90.00
Principal			
Jeffrey C. Hawkins			
Professional Services	5.00	140.00	700.00
Project Manager			
Erik D. Peterson			
Professional Services	8.00	95.00	760.00
Senior Project Manager			
David A. Stegink			
Professional Services	0.50	103.745	51.87
	0.50	103.75	51.88
Subtotal	1.00		103.75
Subtotal	1.00		103.75
Professional Fees subtotal	16.00		1,653.75
Phase subtotal			1,653.75
		Invoice total	**1,653.75**

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 00359
Date 09/18/2014

Project **130367 Former Bud's Auto, 9008 Portage, Portage, MI**

INVOICE: Through Sep 18, 2014

A - PHASE I ESA/BEA/DUE CARE

Professional Fees

	Hours	Rate	Billed Amount
Administrative Assistant			
Robyn E. Logelin			
Professional Services	2.00	45.00	90.00
Project Manager			
Paul D. French			
Professional Services	2.50	95.00	237.50
Senior Project Manager			
David A. Stegink			
Professional Services	3.75	105.00	393.75
Project Scientist			
Bradford J. Yocum			
Professional Services	6.00	80.00	480.00
Professional Fees subtotal	14.25		1,201.25

Expense

	Units	Rate	Billed Amount
Shipping/Postage	1.00	11.247	11.25

Subcontractor

	Units	Rate	Billed Amount
Subcontractor			
Fibertec Environmental Services	1.00	284.625	284.63
Phase subtotal			1,497.13
		Invoice total	**1,497.13**

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	5,180.50	
					00359*	***9/18/2014***	***$ 1,497.13***	3,683.37	
		Project Subtotal	$ 13,500.00	$ 13,500.00		**Project Subtotal**	$ 9,816.63		$ 3,683.37
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	
					00248	8/11/2014	$ 1,471.25	$ 1,653.75	
					00362*	***9/19/2014***	***$ 1,653.75***	$ -	
		Project Subtotal	$ 4,000.00	$ 4,000.00		**Project Subtotal**	$ 4,000.00		$ -
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**	$ 83,689.20		$ 14,605.62

VARNUM LLP
ATTORNEYS AT LAW

BRIDGEWATER PLACE • POST OFFICE BOX 352
GRAND RAPIDS, MICHIGAN 49501-0352

EIN 38-1294924 • TELEPHONE 616 / 336-6000 • FAX 616 / 336-7000

FRED SCHUBKEGEL FLSCHUBKEGEL@VARNUMLAW.COM DIRECT DIAL 269/553-3514

Kalamazoo County Department of Planning
and Community Development
Attn: Mr. Lee A. Adams
201 W. Kalamazoo Avenue
Kalamazoo, MI 49007

RE: GENERAL
Matter Number: 338050
Invoice Number: 932003
Invoice Date: September 16, 2014

LEGAL SERVICES RENDERED:

Date	Description/Services Rendered By	Hours	Amount
08/05/14	Initial review of form Development Agreement and internal work session re. same. Fred Schubkegel	0.50	142.50
08/05/14	Review form of Kalamazoo County Brownfield Development Authority Brownfield Development Agreement. Peter A. Schmidt	0.20	57.00
08/06/14	Briefly review current form of Brownfield Development Agreement and prepare comments on same. Compile sample Development Agreements for suggested revisions and additions to Agreement. Office conference re same. Susan M. Wyngaarden	0.90	256.50
08/06/14	Continue to review Kalamazoo County Brownfield Development Authority Brownfield Development Agreement. Peter A. Schmidt	0.80	228.00

RECEIVED
SEP 18 2014
BY:

VARNUM LLP
ATTORNEYS AT LAW

08/07/14	Prepare revised Kalamazoo County Brownfield Development Authority Brownfield Development Agreement. Peter A. Schmidt	2.50	712.50
08/08/14	Internal work session on review of form Development Agreement. (NO CHARGE - CLIENT COURTESY.) Fred Schubkegel	0.00	0.00
08/18/14	Edit/revise form Development Agreement and forward to L. Adams for review. Fred Schubkegel	1.25	356.25
08/26/14	Internal work session on review of Development Agreement. (NO CHARGE - CLIENT COURTESY.) Fred Schubkegel	0.00	0.00
08/26/14	Review Development Agreement re Gesmundo project re conference call with Mr. Adams. Telephone conference with Mr. Adams re same. Prepare revised Development Agreement re same. Research Act 381 re same. Office conference re determination of whether Gesmundo, LLC is actively pursuing a property tax appeal. Peter A. Schmidt	1.00	285.00
08/28/14	Review and revise Gesmundo Development Agreement to incorporate Authority comments. Peter A. Schmidt	0.50	142.50
08/29/14	Internal work session on revised Development Agreement. (NO CHARGE - CLIENT COURTESY.) Fred Schubkegel	0.00	0.00
08/29/14	Telephone conference with Mr. Adams re additional revisions to Gesmundo Development Agreement. Review and revise Gesmundo Development Agreement to incorporate additional Authority comments. Peter A. Schmidt	0.40	114.00

VARNUM LLP
ATTORNEYS AT LAW

TOTAL FEES FOR SERVICES	$2,294.25
TOTAL THIS INVOICE	$2,294.25
TOTAL PAYMENT DUE	$2,294.25

Time Summary	Avg. Rate	Hours	Amount
Fred Schubkegel	285.00	1.75	498.75
Susan M. Wyngaarden	285.00	.90	256.50
Peter A. Schmidt	285.00	5.40	1,539.00
TOTALS		8.05	2,294.25

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BRIDGEWATER PLACE • POST OFFICE BOX 352
GRAND RAPIDS, MICHIGAN 49501-0352

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FRED SCHUBKEGEL FLSCHUBKEGEL@VARNUMLAW.COM DIRECT DIAL 269/553-3514

Kalamazoo County Department of Planning
and Community Development
Attn: Mr. Lee A. Adams
201 W. Kalamazoo Avenue
Kalamazoo, MI 49007

RE: GENERAL
Matter Number: 338050
Invoice Number: 932003
Invoice Date: September 16, 2014

R E M I T T A N C E C O P Y

Services	2,294.25
TOTAL THIS INVOICE	$2,294.25
TOTAL DUE	$2,294.25

TERMS: Payment of each of our invoices is due promptly upon receipt.

Please make check payable to Varnum LLP and return this page with your payment.

SignCrafters
innovative signs & more

PROPOSAL SUBMITTED TO

NAME KALAMAZOO BROWNFIELD
STREET 201 W. KALAMAZOO AVE
CITY KALAMAZOO ,MI
ZIP CODE

PHONE (269)384-8305
FAX
DATE OF PLANS 7/24/14
TIME TO COMPLETE

We hereby propose to furnish all of the materials, and perform all of the labor necessary for the completion of the following:

SIGNS FOR THE KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY.
ALUMINUM SIGNS PRINTED AND LAMINATED FOR $18 PER/SQ. FT. PLUS POSTS AND INSTALLATION.

TIME FRAME DEPENDS ON THE QUANITY BUT GENERALLY TWO WEEKS FROM APPROVAL.

All materials are guaranteed to be as specified and the above work will be performed in accordance with the drawings and specifications submitted. Work will be completed in a professional manner for the sum of:

Dollars ($)

+ permits

Respectfully submitted,

Bob Cox

Date 7/24/14

PAYMENT: 50% DOWN; REMAINDER UPON RECEIPT.

(This proposal may be withdrawn by us if not accepted within 30 days)

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. All products are custom made and non-refundable.

Signature Date

101 N. RIVERVIEW DR. PARCHMENT MI. 49004 Ph. (269)343-4644 Fax (269) 343-0426

FASTSIGNS
More than fast. More than signs.

ESTIMATE: 335 - 70722

Estimate Date: 9/15/2014 9:44:00AM
Salesperson: Matt Trottier
Entered By: Matt Trottier
Date Printed: 9/15/2014 9:44:39AM

FASTSIGNS
403 Balch Street
Kalamazoo, MI 49001
Email: 335@fastsigns.com
Phone: (269) 337-4200
Fax: (269) 337-4205
Salesperson: matt.trottier@fastsigns.com

Project Description: Brownfield Signs

Customer: **Kalamazoo County Dept. Community & De**
Ordered by: Lee Adams
Phone: (269) 384-8305

201 W. Kalamazoo Ave.
Kalamazoo, MI 49007

Email: laadam@kalcounty.com

Dear Lee:

Thank you for considering Fastsigns of Kalamazoo . Your quotation is attached below and if you have any questions please don't hesitate to email us at 335@fastsigns.com or call us at (269) 337-4200.

Note: Most exterior signs require a permit from your local city or township. This includes all wall and freestanding signs and banners. A permit must be approved prior to installation of all exterior signs. Check with the Department of Community Development or your local Building Department for specific requirements.

** When exact colors are required ** -Please bring this to our attention. Digital printing can not duplicate spot colors, but we do have techniques to ensure they are as close as possible.
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Sign Center
Sign On, Inc.
711 Portage St.
Kalamazoo MI 49001
United States
Phone: 269-381-6869
Fax : 269-381-2639
sales@signcenter.net
www.signcenter.net

signcenter
complete sign solutions

Quote 8829 - Brownfield Redevelopment Authority Signs	Expiration Date : 10/11/2014

Quote for	Contact	Shipping/Install
Kalamazoo County Dept. of Plan/Com. Dev. 201 W. Kalamazoo Ave Kalamazoo MI 49007	**Lee Adams** Phone : (269) 384-8305 Email : laadam@kalcounty.com Address : 201 W. Kalamazoo Ave Kalamazoo MI 49007	

Quote #	Quote Date	Sales Rep	Payment Terms	PO	PO Date
8829	09/11/2014	**Jason Newton** jason@signcenter.net	Due on receipt		

Items

#	Item	Qty	Unit Price	Total	Tax
1	**Substrate w/Digital Print - Gloss** 24" x 36" 1/4" Thick Alupanel - White Background - Printed Logo and Text with UV Resistant Protective Gloss Clear Over-Laminate - Single Sided - Square Corners	2	$95.67	$191.34	$0.00
2	**Substrate w/Digital Print - Gloss** 36" x 48" 1/4" Thick Alupanel - White Background - Printed Logo and Text with UV Resistant Protective Gloss Clear Over-Laminate - Single Sided - Square Corners	2	$157.74	$315.48	$0.00

Total

Sub Total	Total Tax	Final Price
$506.82	$0.00	$506.82

Downpayment (0.0 %)	$0.00

Terms And Conditions
Unless noted above: This estimate does not include installation, delivery, any applicable taxes, sign permits, or color proofing.

Payment Terms: Unless previous arrangements have been made, all jobs require a 50% down payment with balance due at time of completion. This estimate expires 30 days from the date of this document.

for **Kalamazoo County Dept. of Plan/Com. Dev.**

Signature		**Date**	

We agree to your terms and conditions Please proceed with the order.