
KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

MEETING DATE: Thursday, January 24, 2013
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 ~ **4:01pm** -
3. Approval of the Agenda ~ **4:02 pm – action**
4. Approval of Minutes: BRA Minutes of December 20, 2012 ~ **4:03 – action**
5. Citizens Comments (4 minutes each / Please state name and address)
6. Consent Calendar
 - a. 4th Quarter Administrative Expenses
7. Discussion and/or Action Calendar ~ **4:10**
 - a. **Action** – Approve Midlink Interest Calculation
 - b. **Discussion/Action** – 306 N Grand
 - i. Approve MOU
 - ii. Discuss Work Order for Phase I and DEQ file review
 - c. **Discussion/Action** – BRA Board Membership
 - i. Rogers Appointment
 - ii. Swearing In of Rogers
 - d. **Discussion** – Brownfield Legislative Changes
 - i. Presentation by Jeff Hawkins
8. Staff Reports ~ **4:40**
 - a. Meeting with Dennis Durham, Parchment City Manager
9. Committees - times dates and places ~ **4:50**
 - a. Land Bank Report–
 - b. Project/Finance Committee – verbal report/meeting schedule Thursday, Feb 14th, 4:00 pm
 - c. Executive Committee – verbal report/meeting schedule Friday, Feb 8th, 8:00 am
 - d. PR/Media Committee –
10. Other –
11. Board Member Comments
12. Adjournment ~ **5:00 pm - action**

Next Meeting: 4th Thursday – February 28, 2013 at 4 pm (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, December 20, 2012
PLACE OF MEETING: County Administration Building
201 West Kalamazoo Avenue, 207a
TIME: 4:00 pm

Minutes

1. Call to Order
 - a. Chair Agostinelli Called the meeting to order at 4:04 pm
2. Members Excused
 - a. Van Dyk (arrived at 4:42), Wenzel
3. Approval of the Agenda
 - a. Moved by Annen, seconded by Summerfield
 - i. Motion carried
4. Approval of Minutes: BRA Minutes of November 15, 2012
 - a. Moved by Summerfield, seconded by Peregou
 - i. Motion carried
5. Citizens Comments (4 minutes each / Please state name and address)
 - a. Ron Reid, Kalamazoo Township Supervisor
 - i. Introduced himself to the BRA and thanked the BRA for all of its hard work.
 - ii. He is connecting with boards that Kalamazoo Township is involved with.
6. Consent Calendar
 - a. Swearing in of Travis Grimwood
 - i. The oath of office was administered to Mr. Grimwood.
7. Discussion and/or Action Calendar
 - a. Contract with Envirollogic Technologies
 - i. No discussion
 - ii. Paragon moved to approve the 2013 Contract with Envirollogic Technologies.
 1. Summerfield Seconded
 2. Motion Carried
 - b. Envirollogic Invoices - \$300.00
 - i. It was noted that the invoices were for work performed on the Midlink site.
 - ii. Motion to approve the invoices made by Annen, supported by Woods.
 1. Motion carried
 - c. BRA Board Membership
 - i. New Applicants
 1. The County Board of Commissioners Interview Committee will most likely review the applications and interview candidates in February.
 2. Staff asked if the board had recommendations for the interview committee to consider.
 - i. The Executive Committee would like to recommend Habib Mandwee.
 3. Tim Hudson has expressed interest but has not sent in an application.
 4. Two applications were received after the committees met.
 - i. E. Allen Hayes
 - ii. Lynn Spurr
 - 1 She was briefly discussed at the Projects and Finance Committee.
 - 2 Works for Fishbeck, Thompson, Carr, & Huber.
 - ii. Rogers Resignation
 1. Resigned due to election to County Board.

- iii. Letters to Rogers and Blake
 - 1. Letters were signed by the chair and sent to Rogers and Blake.
- d. Midlink
 - i. Payment Sent
 - 1. The approved payment was sent to Midlink on 11/20/12.
 - 2. Annen asked if the County refunded Comstock Township the over payment of taxes collected on the Midlink site.
 - i. Jarnefelt confirmed that the refund was sent.
 - ii. Interest Calculation
 - 1. Annen asked that the board take formal action to approve the interest calculation to allow for consistent calculation for the duration of the TIF.
 - 2. Adams noted that the main amendment to the previous version is the removal of the state eligible expenses from the interest calculation.
 - 3. Agostinelli was in favor of adopting the language in the document but would prefer changing the calculation to sample figures instead of actual figures.
 - 4. Staff will amend the calculation to include “sample” language and confirm with Jared Belka.
 - iii. Reimbursement Analysis
 - 1. The reimbursement analysis was reformatted to flow better.
 - 2. Hawkins suggested that the BRA send the reimbursement analysis to Comstock Township each year.
- e. 306 N Grand Schoolcraft
 - i. Meeting with Village
 - 1. Staff and Kelly Clarke met with the Schoolcraft Village Council.
 - 2. The Village Council seemed to have discussed the project ahead of time and formed a very favorable opinion of BRA involvement on the site.
 - ii. MOU with Land Bank, Village and DDA
 - 1. The DDA was added to the same section as the Village.
 - 2. The DDA needs to be added as a party throughout the agreement.
 - 3. The MOU spells out the roles of each entity during the development of the site.
 - 4. The BRA is only committing to conduct a Phase I site assessment and other activities as deemed necessary by the BRA.
 - 5. The Phase I site assessment will expire within six months of completion, but an outdated assessment will give developers a sense of what is on the site.
 - 6. Hawkins stated that the redevelopment of sites in which the DEQ has worked has spurred increased interest from the DEQ in related sites. Pursuing this project may bring additional DEQ attention to the area.
 - iii. Land Bank Grant
 - 1. The land bank applied for a blight elimination grant from state held mortgage settlement funds.
 - 2. The Land Bank applied for \$10,000 to remove the foundation remaining on the site.
 - 3. Agostinelli: If the Land Bank does receive the grant, we need to have a brownfield plan in place to ensure that the work performed by the grant funding is reimbursed through TIF.

8. Staff Reports

- a. Meeting with Bill Adams – Vicksburg Village Council President
 - i. He met with Jarnefelt and Adams last week.
 - ii. He is interested in how the BRA can help redevelop the paper mill.
 - 1. The property is in both the Village of Vicksburg and Schoolcraft Township.
 - iii. He was under the impression that there are Village funds available for Brownfield projects, staff will follow up with him to determine what funding is available.
-

- iv. The lessons learned on 306 N Grand Schoolcraft could apply to this parcel.
- v. Summerfield felt that it is best to connect with the newly elected officials throughout the county.
 - 1. The township supervisor meeting is a good forum.
 - 2. Maybe a community breakfast?
 - 3. Hawkins: This may be a good time to go over the new part of the legislation that allows for greater cooperation and consolidation between BRAs.
 - 4. Staff will meet with Hawkins to discuss and develop strategies for outreach with the local units of government throughout the county.

9. Committees - times dates and places

- a. Land Bank Report–
 - i. The Land Bank has the highest grossing sales in the statewide consortium.
 - ii. The Land Bank is looking to take additional consortium money unspent by other members.
- b. Project/Finance Committee – verbal report/meeting schedule Thursday, Jan 10th, 4:00 pm
- c. Executive Committee – verbal report/meeting schedule Friday, Jan 11th, 8:00 am
- d. PR/Media Committee –

10. Other –

11. Board Member Comments

12. Adjournment

Next Meeting: 4th Thursday – January 24, 2013 at 4 pm (room 207a, County Admin Bldg)

PLEASE CALL 384-8112 OR EMAIL LAADAM@KALCOUNTY.COM

IF YOU ARE UNABLE TO ATTEND THE MEETING

Department of Planning & Community Development

INTER-OFFICE INVOICE

BILL TO
Kalamazoo County Brownfield Redevelopment Authority c/o County Planning Dept. 201 W. Kalamazoo Avenue Kalamazoo, MI 49007

Invoice

Invoice No.	BRA-4QT
-------------	---------

DATE	DUE DATE
12/31/12	--

DATE	DESCRIPTION	Cost	Qty	AMOUNT
12/31/12	2012 4th quarter BRA administration hours (Oct - Dec) BRA General (247-000-808.11 Contractual Other) Lee Adams (9 hours)	172.17	1	172.17
	Lotta Jarnefelt (10 hours)	383.90	1	383.90
	 BRA Midlink (247-001-808.11 Contractual Other) Lee Adams (1 hr)	19.13	1	19.13
	Lotta Jarnefelt (1 hr)	38.39	1	38.39
THANK YOU! ☺		TOTAL --->		\$ 613.59

**MEMORANDUM OF UNDERSTANDING REGARDING
KARTAR #6: 306 N GRAND ST, SCHOOLCRAFT VILLAGE SITE
PROPERTY TRANSFER AND ASSESMENT**

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 – 124.774, as amended (the “Land Bank Act”) 229 E. Michigan Ave., Suite 340, Kalamazoo, MI 49007, THE VILLAGE OF SCHOOLCRAFT (Village), 442 North Grant St, Schoolcraft, MI 49087, and THE VILLAGE OF SCHOOLCRAFT DOWNTOWN DEVELOPMENT AUTHORITY (DDA), a Michigan public body corporate, 442 North Grant St, Schoolcraft, MI 49087 in consideration of the provisions specified below, agree to this Memorandum of Understanding for the acquisition, assessment, potential cleanup, preparation, demolition, promotion, and sale of Kartar #6 property located in the Village of Schoolcraft, Kalamazoo County.

RECITALS:

- A. The KCBRA was established under the auspices of the Brownfield Redevelopment Financing Act (1996 PA 381, as amended) 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 that have aided in the redevelopment of property.
- 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 # 14-18-451-100, located at 306 North Grand in the Village of Schoolcraft, Kalamazoo County, known as “Kartar #6” or the “Property”.
- D. Pursuant to PA 146 of 2000, once the Land Bank takes ownership of the Kartar #6 property, the site is eligible for inclusion in the County’s Brownfield Plan, as periodically amended and restated.
- E. The KCBRA and the Land Bank want to create a foundation for co-operative efforts, maximizing the tools available for redevelopment of Brownfield sites owned by the Land Bank. The Kartar #6 property is suitable for an initial project with minimum risk to all parties, and has great potential for positive impact due to its visible location on US-131 in the Village of Schoolcraft.
- F. The KCBRA, the Land Bank and the Village of Schoolcraft recognize that to achieve the mutual goal of returning the Property to productive use, the cooperative effort of all parties is needed. This Memorandum of Understanding will therefore serve the best interests of community.
- G. The DDA has an approved development plan on this site.

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

TERMS AND CONDITIONS:

1. Recitals: The recitals accurately reflect the intent and purpose of this Memorandum of Understanding and are made a part of it.
2. Description of Property: The Property is described as VILLAGE OF SCHOOLCRAFT BULL'S ADDITION LOT 13 EXC 10 FT OFF E SIDE BLK 2. The size of the Property is 82.5 ft x 118.29 ft. It is located at the northeast corner of North Grand (US-131) and Cass Streets, in the northeast part of the downtown of the Village. It is part of the Village DDA (Downtown Development Authority.) It was previously used as an automotive repair shop and gas station. The Property is currently vacant land with remnants of the parking lot and some vegetation growing on it. Documentation for Approved Partial Closure by Michigan DEQ is attached as Exhibit A.
3. Description of Project: The intent and purpose of this Agreement is threefold:
 - a) The Land Bank will take ownership of the Property from the County Treasurer and hold the Property, incurring all holding costs, until redevelopment or sale.
 - b) KCBRA, through their designated environmental consultant, will administer and oversee the environmental assessment (Phase I, Phase II, BEA, Due Care Plan and possible cleanup) of the Property, and any other activities necessary to prepare the Property for redevelopment,
 - c) The Village of Schoolcraft will allow the KCBRA to add the property to the Kalamazoo County Brownfield Plan allowing for reimbursement of Eligible Activities via all available tax increment financing pursuant to 1996 PA 381.
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) Provide funds to cover the costs of acquiring and holding the subject Property, including any maintenance of the Property that is or may become necessary.
 - b) Actively market the Property.
 - 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
5. Duties and Responsibilities of KCBRA: The duties and responsibilities of KCBRA towards completion of the Project include the following undertakings:
 - a) Engage the services of their designated environmental consultant/contractor (Contractor) to perform a Phase I environmental site assessment.
 - b) If deemed necessary in order to facilitate the return of the Property to functional use, as determined by the KCBRA at its sole discretion, engage the Contractor in further environmental testing which may include Phase II, BEA, and Due Care Plan activities.
 - c) At the discretion of the KCBRA, the KCBRA may utilize the services of the Contractor to write a Brownfield Plan Amendment before any remediation or site improvement funds

are expended on the site, or after reaching a redevelopment agreement with a future developer.

- 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 Act 381).
- e) Assist Land Bank in attracting developers or private business to the site.

6. Duties and Responsibilities of The Village of Schoolcraft and Downtown Development Authority:

The duties and responsibilities of the Village and DDA towards completion of the Project include the following:

- a) Concur with Brownfield plan if written with similar provisions as outlined in this document.
- b) Grant the KCBRA the authority to all statutorily available tax increment financing, including TIF funds collected by the Downtown Development Authority if the site is entered into a Brownfield Plan.
- c) Where possible, actively market the Property.
- d) Where possible, attract developers or private business to the site.

7. Reimbursement and allocation of income generated:

- a) The Land Bank will utilize fifty percent of the eligible tax reverted property specific tax to and among this state and cities, townships, villages, school districts, counties, or other taxing units, at the same times and in the same proportions as required by law for the disbursement of taxes collected under the general property tax act, 1893 PA 206, MCL 211.1 to 211.155 as its method of reimbursement for costs incurred relative to the Property.
- b) Inclusion in the Brownfield Plan will allow the KCBRA to collect TIF for the reimbursement of Eligible Activities incurred by the KCBRA and/or a future unknown private business or developer and collect funds for its local site remediation revolving fund. For the first five years of capture only, the BRA's capture is subordinate to any tax capture of the Land Bank under subsection (a).
- c) It is understood that proceeds from the sale of the property will be distributed as to induce parity among the internal rates of return for both parties with respect to this project. Details of estimated expenses and revenues of this project are attached as Exhibit B.

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 Memorandum of Understanding.

9. Notices: Any notices that may be required under this Memorandum of Understanding 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 Schoolcraft: Cheri Lutz, Village Manager
442 N. Grand St
Schoolcraft, MI 49087

Schoolcraft DDA: Cheri Lutz, Village Manager
442 N. Grand St
Schoolcraft, MI 49087

10. Indemnification: As all parties are governmental entities each agrees to, 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 the part of the other. For purposes of this paragraph the County of Kalamazoo is considered included.

KALAMAZOO COUNTY LAND BANK AUTHORITY

Dated: _____

By: _____

Its: Chairperson

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT
AUTHORITY

Dated: _____

By: _____

Its: Chairperson

VILLAGE OF SCHOOLCRAFT

Dated: _____

By: _____

Its: President

SCHOOLCRAFT DOWNTOWN DEVELOPMENT
AUTHORITY

Dated: _____

By: _____

Its: Chairperson