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**KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**

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**MEETING DATE:** Thursday, December 20, 2012  
**PLACE OF MEETING:** County Administration Building  
201 West Kalamazoo Avenue, 207a  
**TIME:** 4:00 pm

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**AGENDA**

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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 November 15, 2012 ~ **4:03 – action**
5. Citizens Comments (4 minutes each / Please state name and address)
6. Consent Calendar
  - a. Swearing in of Travis Grimwood
7. Discussion and/or Action Calendar ~ **4:10**
  - a. **Action** - Contract with Envirologic Technologies
  - b. **Action** - Envirologic Invoices
    - i. \$300.00
  - c. **Discussion** – BRA Board Membership
    - i. New Applicants
    - ii. Rogers Resignation
    - iii. Letters to Rogers and Blake
  - d. **Action/Discussion** – Midlink
    - i. Payment Sent
    - ii. Interest Calculation
    - iii. Reimbursement Analysis
  - e. **Discussion** – 306 N Grand Schoolcraft
    - i. Meeting with Village
    - ii. Next steps
      1. MOU with Land Bank, Village and DDA
      2. Land Bank Grant
      3. Other Steps?
8. Staff Reports ~ **4:40**
  - a. Meeting with Bill Adams – Vicksburg Village Council President
9. Committees - times dates and places ~ **4:50**
  - a. Land Bank Report–
  - b. Project/Finance Committee – verbal report/meeting schedule Thursday, Jan 10<sup>th</sup>, 4:00 pm
  - c. Executive Committee – verbal report/meeting schedule Friday, Jan 11<sup>th</sup>, 8:00 am
  - d. PR/Media Committee –
10. Other –
11. Board Member Comments
12. Adjournment ~ **5:00 pm - action**

**Next Meeting: 4<sup>th</sup> Thursday – January 24, 2012 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

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KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY  
Board of Directors Meeting  
**MINUTES**

**MEETING DATE:** Thursday, November 15, 2012 at 4:00 p.m.

**PLACE OF MEETING:** Room 207A, County Administration Building

Present: Joe Agostinelli, Clare Annen, Brandt Iden, Kenneth Peregon, Julie Rogers,  
Anne Summerfield, Matthew Van Dyk, Andy Wenzel, Travis Grimwood

Members Excused: Thell Woods

Kalamazoo Township: None

Community: 2

Staff: Lee Adams, Jeff Hawkins, Lotta Jarnefelt

Recording Secretary: Zeña Vos

1. Chair Agostinelli called the meeting to Order at 4:03 pm.  
Chair Agostinelli welcomed the new BRA Member Travis Grimwood. He will be sworn in at the next meeting.
2. Members Excused: Thell Woods
3. Approval of the Agenda: Jarnefelt to add to the agenda the approval of the 3<sup>rd</sup> Quarter BRA Administration invoice. The item is added under 7b iv. **Summerfield moved and Iden seconded approval of the Agenda as amended. Motion Carried.**
4. Approval of Minutes: Peregon suggested corrections on Consultants' name who submitted RFP; Jeff Hawkins to Envirologic Technology (ET), ESTI to ASTI on page 3, 7e. **Iden moved and Rogers seconded approval of October 25, 2012 minutes as amended. Motion Carried.**
5. Citizens Comments: None
6. Consent Calendar: None
7. Discussion and/or Action Calendar
  - a. **Discussion** – BRA Board Membership
    - i. Officers – Vice Chair and Secretary/Treasurer

Rogers is potentially leaving the BRA Board due to her election on the County Board of Commissioner.

Blake's term ended at the last meeting and she chose not to serve another term.

**Claire Annen was nominated for Vice Chair by Rogers, seconded by Wenzel. Motion carried unanimously.**

**Matthew Van Dyk was nominated for Secretary/Treasurer by Rogers, seconded by Summerfield. Motion carried unanimously.**

- ii. Committee rosters

Agostinelli – Historically, executive committee contains the chair, vice chair of the EDC and the BRA. They are: Agostinelli, Annen, Woods and now the vacancy.

Wenzel will fill in the vacancy and will be attending the executive committee meeting on Fridays at 7:30 a.m.

The other board members are in the Projects and Finance Committee with no alternate.

iii. Letter to Ruth Blake – Staff sent a thank you letter to her.

b. **Action/Discussion** – Financial status reports

i. Budget Adjustments

- Jarnefelt explained the purpose of the Budget adjustment. No increases or decreases in the fund, just moving the sums within the line item. This is regularly done at the end of the year.

**Summerfield moved and seconded by Annen the approval of the Budget Adjustment as submitted. Motion Carried.**

ii. Midlink

1. Approve TIF Payment

- Adams requested motion to approve the payment to Midlink for the school tax in the amount of \$53,819.03.

**Annen moved, Summerfield seconded the approval of payment to 5200 Investors LLC in the amount of \$53,819.03. Motion Carried.**

2. Reimbursement Analysis

- Adams – included in the packet, the updated version of the interest calculation. In a conversation with Jared Belka, who represents Midlink, Jared stated that his interpretation of both Development agreement and Brownfield Plan together calls for interest first payments.

Adams pointed out the TIF calculation in the BRA Plan that the payments come off the interest before they apply the principal. The second to the last line in the Development Agreement states: “All payments should be governed by the plan amendment and this agreement.”

Adams stated that with the combination of the two agreements, it appears that interest has to be paid first. This will change the Reimbursement Analysis.

- Annen shared his recollection regarding the process in the past. The interest has accrued, and we should not pay it until we have paid off the principal.

In the first year, 44 days from the time of approval, Nov. 19 to the end of the year, the interest is pro-rated at 3%. That total came to \$5,100. We kept track it because we still owe both, 1 million local and \$300,000-\$400,000 school tax. When we got through paying those off, we would keep track with the interest. He thought the agreement was to pay the interest after the principal is paid off.

- Rogers agreed on Annen's recollection. When David Artley was doing a quick estimate, he also anticipated never getting to the end of the interest.
- Agostinelli says when the BRA Plan was drafted, it had a TIF table that goes through 18 years of calculations. The way the table was written, and adopted, it implies payments to interest prior to payment of principal. That means they will accrue more interest overtime because the BRA would not pay down the principal balance very much.
- Hawkins advised that he does not think the Brownfield Statue will allow the BRA to pay interest with school TIF. There was an interest policy from DEQ that regulates it.
- Agostinelli asked the staff to contact the attorney on the specific subject and to put the explanation in writing if there is any disagreement.
- Midlink Invoice:
- Hawkins stated no invoices at this time. The intent was to talk about the ability to use local TIF.
- Adams: Staff will get the proper documentation from Terra Contracting. Will have complete invoice for board review.
- Agostinelli stated this is remediation work that the BRA initially hoped to be covered under a 381 Work Plan; but it is such a small amount that it would cost more to prepare 381 Work Plan than the actual work itself. They want the board's approval, to seek reimbursement through local TIF.
- Hawkins stated that they may not have a big amount of expenses at this point to put into 381 Work Plan. They would like to get an approval from the Board to consider using the local TIF to pay for these expenses versus school TIF. They have a quote to remove and dispose of the material.
- Agostinelli – Midlink is asking the board if there are any concerns about moving forward with the expense, with understanding that it is ok submitting the invoice as a reimbursable expense under local tax.
- Agostinelli explains that it is important to point out the disposal activity is currently covered under BRA Plan that we don't need to take any action, to allow them to be reimbursed under existing plan, they just need to submit their invoices, and the board will allocate the expense under an existing category in the BRA Plan.

(Matt Van Dyk arrived at 4:35 p.m.) – notified that he was elected as Secretary/Treasurer.

- Adams will contact Jared Belka regarding the interest.

iii. Brown Family Holdings Reimbursement Analysis

- Adams explained that staff received payment for the TIF collection from Kalamazoo Township.
- Jarnefelt stated that she talked to Shawn a while back; Goodwill is paying what they are supposed to so he did not anticipate any problems. Staff will check in next year when we near reimbursement of BRA expenses on the site.

iv. 3<sup>rd</sup> Quarterly Admin Invoice:

Jarnefelt – 3<sup>rd</sup> Quarter Invoice in the amount of \$364.11. Staff is requesting approval of reimbursement to the County.

**Annen moved and seconded by Rogers the approval of 3<sup>rd</sup> quarter invoice (invoice #: BRA-3QT) in the amount of \$364.11. Motion Carried.**

c. **Discussion** – 306 N Grand Schoolcraft – November 1 meeting with DDA

i. Next steps

1. MOU with Land Bank

- Adams stated that Rogers was present at the meeting with Land Bank and Village of Schoolcraft. The meeting was positive; the elected officials were on board. However, they have not received the official “yes” from the Village.
  - Rogers relayed that the Village staff was resistant. That if they put the parcel in the BRA then it’s taking their money out of their taxing jurisdiction, it’s going to have a negative effect on their DDA.
  - Rogers – suggested getting their “yes” in writing.
  - Agostinelli stated, as members agreed, to add some language in the draft MOU that would outline the Village’s responsibilities and circulate to all parties.
  - Jarnefelt noted that they have been talking to the DDA, Village Manager and Treasurer but have not been in front with the village council.
2. Review of DEQ files  
Jarnefelt stated that the BRA will not need to review with DEQ before the agreement is figured out.

d. **Discussion** – EPA Grant Application Draft

Hawkins – Apologized for the delay in distributing the copy of the draft. It should be sent out soon for the board to review. The deadline was originally due November 19 but due to Hurricane Sandy, the deadline was extended to December 3rd. He should have the support letters, including one from the State, back soon.

e. **Action** – Contract offer to 2013 consultant

Agostinelli – The executive committee reviewed all the RFP responses. He stated that all parties who responded were qualified. There were only two or three local firms. The committee felt strongly that because Envirologic Technology (ET) is doing a great job, is a local firm, and are competitive on price, they should receive a contract offer. No contract was drafted but it would be appropriate to take action to approve the committee's selection, and direct staff to prepare the contract for execution.

**Summerfield moved and Peregon seconded the approval of a contract offer to Envirologic Technology. Motion Carried.**

f. **Action** – Upcoming Conferences

i. National Brownfield – May 15-17, 2013

- Woods and Adams would like to attend the Conference.

- Jarnefelt stated that they will make their own travel arrangements such as; Airfare and hotel as it had been done in the past and the BRA will reimburse based on the receipts.

**Rogers moved and Van Dyk seconded the approval of expenses for attending the EPA conference May 15-17, not to exceed \$4,000 for up to 3 people representing the BRA, including staff, to attend. Motion Carried.**

8. Staff Reports ~ **4:40**

a. Checker Motors Site

Jarnefelt shared the information she received from Ruth Blake. The City and Kalamazoo Township have received complaints from adjacent property owners. Neither the Township nor City has a strategy or plan for the property. The City Department of Planning and Development is operating with the bare bone staff. The current owner is Jones Trading LLC, a Canadian company. No Taxes has been paid on this property since 2010 summer tax. Subsequently, the property is schedule to be foreclosed on March 31, 2013. Ruth's unofficial feeling is that the property owner has stripped the property of any salvaged value and abandoned it, but she has no documentation to support it. Ruth said that she is sure the Township would be willing to work with the City and the County to address this issue. She is available to provide more info if needed.

The payoff of taxes owed is \$42,300 with penalties of \$10,600.

Rogers asked if anyone has contacted the DEQ

Hawkins does not think there's any evaluation with the DEQ since it was privately held since Checker let go of it.

Hawkins - the site is 50 acres, majority of it is in the County. With this site comes an opportunity to put a collaborative effort with the BRA, City, Township and Land Bank together. Maybe apply for an EPA clean up grant.

b. December Meeting – December 20, 2012.

9. Committees - times dates and places ~ **4:50**

a. Land Bank Report– Thell Woods

Adams – Land Bank has three new members. The meeting mostly focused on orienting new members. Since the NSP is drawing down, they are looking for additional sources of income; LISC offered the Land Bank a \$400,000.00 loan to continue NSP type programs.

b. Project/Finance Committee – verbal report/meeting schedule Thursday, Dec 13<sup>th</sup>, 4:00 pm

c. Executive Committee – verbal report/meeting schedule Friday, Dec 14<sup>th</sup>, 7:30 am

10. Other –

Rogers commented, since there is quite a bit of turnover, she highly recommend a formal education session from Envirollogic Technology and staff after new members are appointed - have a separate meeting to go over technicalities.

She also stated that she will be sworn in Dec 18 and that she can't serve as appointed member to a body and serve as a county commissioner. She will likely resign in the next few weeks.

She expressed her thanks and gratitude to the BRA and that she learned a lot in the last 5 years, especially from Jeff Hawkins (ET), as well as David Artley and Lotta Jarnefelt. She will continue to be a huge champion of BRA on County Board.

11. Board Member Comments

Van Dyk congratulated Iden & Rogers on their election to County Board of Commissioners. (*Members applaud!*) He added that it was fun working with Rogers.

12. Adjournment ~ **5:30 pm**

***Next Meeting: 4<sup>th</sup> Thursday – December 20, 2012 at 4 pm - room 207a, County Admin Bldg.***

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE KALAMAZOO COUNTY  
BROWNFIELD REDEVELOPMENT AUTHORITY AND ENVIROLOGIC  
TECHNOLOGIES, INC.

THIS CONTRACT is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012, between the Kalamazoo County Brownfield Redevelopment Authority (KCBRA), Kalamazoo County Department of Planning and Community Development, 201 West Kalamazoo Avenue, Kalamazoo, Michigan 49007 (hereinafter referred to as the “KCBRA”), and Envirologic Technologies, Inc. (hereinafter referred to as the “Consultant”), 2960 Interstate Parkway, Kalamazoo MI 49048.

WHEREAS, the KCBRA receives funds collected from the tax increment financing (TIF) mechanism in the Kalamazoo County Brownfield Plan that are designated for use on eligible expenses to support Brownfield redevelopment in Kalamazoo County; and

WHEREAS, the KCBRA with the help of staff at the Department of Planning and Community Development conducted a competitive bid process from October through November of 2012 and received seven (7) proposals from firms that were qualified to provide the contracted environmental services related to Brownfield redevelopment work; and

WHEREAS, the KCBRA Executive Committee reviewed the proposals and selected Envirologic Technologies as the best qualified to meet the needs of the KCBRA, based on the Consultant’s previous work with Brownfield Redevelopment initiatives, EPA Brownfield Assessment grants and the Consultant’s thorough understanding of the KCBRA’s functions from previous work with the KCBRA; and

WHEREAS, the KCBRA has adopted the recommendation by the Executive Committee of Envirologic Technologies as the best qualified because they possesses the experience, expertise and training to provide project management and environmental consulting services for the KCBRA on a project-by-project basis.

NOW, THEREFORE, in consideration of the covenants and promises contained in this Contract, the parties agree as follows:

SECTION I. THE CONSULTANT’S DUTIES

The Consultant agrees to perform the following duties:

1. As directed and approved by the KCBRA, provide the environmental assessment, project management and other services within the confines of the KCBRA’s available funds on a project-by- project basis from January 1 through December 31, 2013.
2. Use the work order system established by the KCBRA to mutually approve and monitor the environmental assessment, project management and other services.

3. Actively participate in, and regularly attend the KCBRA meetings.
4. Maintain regular communications with the KCBRA.

## SECTION II: KCBRA'S DUTIES

KCBRA agrees to perform the following duties:

Staff at the Kalamazoo County Department of Planning and Community Development will act as the main liaison between KCBRA and the Consultant. Staff will process the Consultant's approved invoices as approved and directed by KCBRA.

## SECTION III: COMPENSATION

KCBRA shall compensate Consultant for its services under this Contract in the following manner:

The compensation will be according to the 2012 Services Rate schedule and estimated costs as outlined in the Consultant's response to the KCBRA Request for Proposals 2013 (attached as Exhibit A.)

As mentioned in the proposal, the Consultant will attend KCBRA meetings at no cost.

## SECTION IV: GENERAL TERMS AND CONDITIONS APPLICABLE TO BOTH PARTIES

The following duties and responsibilities apply equally to the Consultant and KCBRA unless the language of the provision clearly indicates that it applies only to the Consultant or KCBRA.

1. **INSURANCE.** The Consultant shall provide KCBRA with a certificate of insurance providing for a commercial liability insurance policy on an occurrence basis with policy limits of at least one million dollars (\$1,000,000) to include, but not be limited to, personal injury, bodily injury, property damage and contractual liability. The Consultant shall have KCBRA listed as an additional insured on the certificate of insurance (to the extent of the liability which the Consultant assumes under this contract). The insurance certificate shall state that the insurance policy cannot be amended or canceled unless KCBRA is given thirty (30) days written notice. The insurance company issuing the certificate shall strike from the certificate the usual words in the cancellation clause of the certificate which state "endeavor to" or "failure to mail such notice shall impose no obligation or liability of any kind upon the company". The Consultant shall also furnish to KCBRA a certificate of insurance covering the Consultant's Workers Compensation responsibilities for the Consultant's employees. Failure of the Consultant to provide the certificates of insurance or receipt by KCBRA of a Notice of Cancellation of the insurance policies by the Consultant's insurance company(s) shall constitute a material breach of this contract and KCBRA may then, at its sole option, terminate this Contract immediately.

2. INDEMNITY. The Consultant agrees to indemnify and hold harmless (to the extent of the liability which the Consultant assumes under Section IV, Paragraph 1 of this contract) KCBRA, its 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 Consultant, its agents, employees, officers, or representatives, in performing this contract. KCBRA agrees to indemnify and hold harmless the Consultant, its 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 KCBRA, its agents, employees, officers, or representatives, in performing this contract; provided that nothing herein contained in this Contract constitutes, nor shall be construed, as a waiver of any governmental immunity that has been provided to KCBRA and its agents, employees, officers or representatives by common law, statute or court decision.

3. ASSURANCES AGAINST DISCRIMINATION. Consultant assures that it shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of race, creed, color, religion, national origin or ancestry, gender, age, marital status, height, weight or disability/handicap unrelated to the person's ability to perform the duties of a particular job or position. Breach of this provision shall constitute a material breach of this Contract and authorizes KCBRA to, in its sole discretion, immediately terminate this Contract.

4. DISPUTE RESOLUTION. In the event a dispute arises between KCBRA and the Consultant concerning the performance of this Contract, the parties agree to meet, and negotiate in good faith, in order to attempt to resolve the dispute. Said meeting shall take place within thirty (30) days after one party sends the other party written notice identifying the cause or reason for the dispute and requesting a meeting. KCBRA and the Consultant agree that neither party will file any lawsuit for the purpose of resolving a dispute, or exercise its right to terminate the Contract, until sixty (60) days after the date on which the parties held their final meeting to resolve the dispute. THIS PARAGRAPH DOES NOT APPLY TO DISPUTES INVOLVING ACTS, CONDUCT, ERRORS, NEGLIGENCE OR OMISSIONS BY THE COMPANY THAT ARE IDENTIFIED IN THIS CONTRACT AS CONSTITUTING A MATERIAL BREACH OF THIS CONTRACT.

5. ASSIGNMENT. This is a Contract for Professional Services and the Consultant may not assign its interest in this Contract without the express written consent of KCBRA.

6. RELATIONSHIP BETWEEN THE PARTIES. This Contract shall not be construed to establish any employer/employee, master/servant, or principal/agent, relationship between KCBRA and the Consultant.

7. AMENDMENTS. Changes to this Contract will only be valid if they are in writing and signed by the Consultant and KCBRA.

8. NOTICES. Any Notice/Communication required, or permitted, under this Contract from one party to another, including the Consultant's request for assistance from County personnel in carrying out Consultant's duties under this Contract, shall be deemed effective if the party sending the Notice/Communication hand delivers the Notice or communication to the other Party or if the Party sends the Notice/Communication through first class mail to the other Party. The Parties agree that Notices and Communications should be sent to the Parties at the following addresses:

**CONSULTANT**

Jeffrey C. Hawkins, President  
Envirolagic Technologies, Inc.  
2960 Interstate Parkway  
Kalamazoo MI 49048  
(269) 342-1100

**KCBRA:**

Lotta Jarnefelt, Director  
Kalamazoo County, Dept of Planning & Comm.Dev  
201 W Kalamazoo Ave  
Kalamazoo MI 49007  
(269) 384-8115

9. SEVERABILITY. If a court of competent jurisdiction declares any part, portion or provision of this Contract invalid, unconstitutional or unenforceable, the remaining parts, portions and provisions of this Contract shall remain in full force and effect.

10. ENTIRE CONTRACT. This Contract constitutes the entire Agreement between the Parties with respect to the subject matter identified in the Contract, and no modification or revision to the Contract shall have any force and effect unless it complies with the provisions of Paragraph 7, SECTION IV of this CONTRACT. The failure of any Party to insist on the strict performance of any condition, promise, agreement, or undertaking set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same condition, promise, agreement or undertaking at a future time.

11. HEADINGS. The Titles of the Sections and Paragraphs of this Contract are provided for reference purposes only. If any discrepancy or disagreement exists between a Title and the text of the section or paragraph, the text shall control.

12. SIGNATURES. The individual or officer who signs this Contract certifies through his/her signature that he/she is authorized to sign this Contract on behalf of the entity that he/she represents.

13. GOVERNING LAW. This Contract shall be governed, and interpreted in accordance with, the laws of the State of Michigan. The parties agree that any action to enforce this Contract may be brought in any state or federal court that possesses subject matter jurisdiction and is located in, or whose district includes Kalamazoo County, Michigan.

SIGNATURE SECTION

For: ENVIROLOGIC TECHNOLOGIES, INC.

By: \_\_\_\_\_  
\*Jeffrey C. Hawkins

Date:

Its: President

For: KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

By: \_\_\_\_\_  
\*Joe Agostinelli

Date:

Its: Chairperson

DRAFT



environmental consulting + services

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

# Invoice

INVOICE NO.
28454

DATE	CLIENT	PAGE
11/15/12	KZOOCO	1 of 2

**INVOICE DUE DATE: 12/15/12**

Kalamazoo County Brownfield Redevelopment Authority  
Mr. Lee Adams, Resource Coordinator  
Department of Planning and Community Development  
201 West Kalamazoo Avenue, Room 206  
Kalamazoo, MI 49007

Professional services incurred for environmental consulting through October 31, 2012, including: billed time involving review of Midlink expenses; review of agreements; communications with Midlink attorney and Kalamazoo County Brownfield Redevelopment Authority staff.

Project: 120215      A      Kalamazoo County Brownfield Redevelopment Authority - General  
Order #:Pur-008897      Environmental Review

### Invoice Summary (Detail Attached)

Professional Time      \$      150.00

A FINANCE CHARGE OF 1-1/2% PER MONTH  
(18% PER YEAR) WILL BE ADDED TO DELINQUENT ACCOUNTS.

TOTAL \$      150.00





environmental consulting + services

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

# Invoice

INVOICE NO.
28454

DATE	CLIENT	PAGE
11/15/12	KZOOCO	2 of 2

**INVOICE DUE DATE: 12/15/12**

Kalamazoo County Brownfield Redevelopment Authority  
Mr. Lee Adams, Resource Coordinator  
Department of Planning and Community Development  
201 West Kalamazoo Avenue, Room 206  
Kalamazoo, MI 49007

**Invoice Detail for Billing Group 'A'**  
**Order #:Pur-008897**

General Environmental Review  
Work Order #6  
County #247-000-808.00 - Brownfield EA & Admin.

### Professional Time

09/24/12	Meeting & Consultations	JCH	0.50	120.00	\$	60.00
10/30/12	Technical Review	JCH	0.75	120.00	\$	90.00
					\$	<u>150.00</u>

**\$ 150.00**



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

# Invoice

INVOICE NO.
28557

DATE	CLIENT	PAGE
12/18/12	KZOOCO	1 of 2

<b>INVOICE DUE DATE: 1/17/13</b>
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Kalamazoo County Brownfield Redevelopment Authority  
 Mr. Lee Adams, Resource Coordinator  
 Department of Planning and Community Development  
 201 West Kalamazoo Avenue, Room 206  
 Kalamazoo, MI 49007

Professional services incurred for environmental consulting through November 30, 2012, including:  
 billed time involving review of Midlink expenses; review of agreements; communications with Midlink  
 attorney and Kalamazoo County Brownfield Redevelopment Authority staff.

Project: 120215      A      Kalamazoo County Brownfield Redevelopment Authority - General  
**Order #:Pur-008897**      Environmental Review

## Invoice Summary (Detail Attached)

Professional Time \$150.00

*A FINANCE CHARGE OF 1-1/2% PER MONTH  
 (18% PER YEAR) WILL BE ADDED TO DELINQUENT ACCOUNTS.*

**TOTAL \$ 150.00**





environmental consulting + services

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

# Invoice

INVOICE NO.
28557

DATE	CLIENT	PAGE
12/18/12	KZOOCO	2 of 2

<b>INVOICE DUE DATE: 1/17/13</b>
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Kalamazoo County Brownfield Redevelopment Authority  
 Mr. Lee Adams, Resource Coordinator  
 Department of Planning and Community Development  
 201 West Kalamazoo Avenue, Room 206  
 Kalamazoo, MI 49007

**Invoice Detail for Billing Group 'A'**  
**Order #:Pur-008897**

General Environmental Review  
 Work Order #6  
 County #247-000-808.00 - Brownfield EA & Admin.

### Professional Time

11/02/12	Technical Review	JCH	1.00	120.00	\$ 120.00
11/13/12	Meeting & Consultations	JCH	0.25	120.00	\$ 30.00
					\$150.00

**\$150.00**

# KALAMAZOO COUNTY BOARD OF COMMISSIONERS

## APPLICATION FOR APPOINTMENT TO:

(Please select which board you are interested in serving)

- Animal Services & Enforcement Board
- Board of Public Works
- Building Authority
- Community Action Tripartite Advisory Board
- Economic Development Corporation/Brownfield  
Redevelopment Corporation
- Fair Council
- Land Bank Authority

- Metropolitan Planning Commission
- Parks & Recreation Commission
- Retirement Investment Committee
- Solid Waste Management Planning Committee
- Transportation Authority
- Soil Erosion & Sedimentation Board of Appeals
- Substance Abuse Council

Name Christopher Carew

Occupation Geologist

Home Address 2119 Ida Street Kalamazoo 49048  
Street City Zip

Home Telephone \_\_\_\_\_

Business Telephone \_\_\_\_\_

Cell Number 269.207.6839

E-mail address cdcarew@yahoo.com

Please indicate experience and/or qualifications that would help make you an effective board member for which you have applied:

I have served on the board of directors for the Peoples Food Co-op (PFC) for almost three years, during which time I have helped in the collaborative decision making process related to the construction of the current PFC building located on a Brownfield Site. As a PFC Board Member, environmental professional and citizen of Kalamazoo I have a vested interest in the redevelopment of Brownfield Sites in Kalamazoo County.

I work as a Field Geologist for a consulting firm (FTC&H) I am well acquainted with environmental due diligence activities including: Phase I and Phase II ESA's, BEA's, Due Care Plans, soil/groundwater remediation, NESHAP building inspections, monitoring well installation, soil/groundwater sampling methodology, etc. I am also HAZWOPER certified and a licensed asbestos building inspector in the State of Michigan.

Volunteer Experiences:

Peace Corps, Jamaica: Environmental Education Officer of the Mason River Nature Reserve.

Alternative Spring Break: Western Michigan University:

- Habitat for Humanity, Bethel, VA
- Refugee Resettlement Program, Nashville, TN
- Head Start Program, Cherokee Nation, Tahlequah, OK
- Volunteers of America, New Orleans, LA
- Twin Oaks Intentional Community, Central VA

12/10/2012  
Date of Application

# KALAMAZOO COUNTY BOARD OF COMMISSIONERS

## APPLICATION FOR APPOINTMENT TO:

- |  |  |
|--|--|
| <input type="checkbox"/> Animal Services & Enforcement Advisory Bd.  | <input type="checkbox"/> Family Independence Agency Board              |
| <input type="checkbox"/> Board of Public Works   | <input type="checkbox"/> Metro. County Planning Commission             |
| <input type="checkbox"/> Solid Waste Management Planning Committee   | <input type="checkbox"/> Parks Commission                              |
| <input type="checkbox"/> Community Action Tripartite Advisory Board  | <input type="checkbox"/> Soil Erosion & Sedimentation Board of Appeals |
| <input type="checkbox"/> County Building Authority   | <input type="checkbox"/> Kalamazoo County Transportation Authority     |
| <input checked="" type="checkbox"/> Economic Development Corporation Board of Directors/Brownfield Redevelopment Authority | <input type="checkbox"/> Kalamazoo County Land Bank Authority          |

Please check the above Boards on which you are interested in serving.

**\*\* See Note Below for Additional Boards**

1. Name Kevin Ford 2. Occupation Student  
3. Home Address 3908 Fir Ave Kalamazoo 49006  
Street City Zip  
4. Home Telephone 269-383-2040 5. Business Telephone 269-377-9610  
6. E-mail address Kevin\_S\_Ford@yahoo.com

Please indicate experience and/or qualifications that would help make you an effective member of each board for which you have applied.

*My undergraduate study of public policy and my current study of local government administration have provided me with knowledgeable insight of the political and economic environment of government activities under which this board operates. In addition, I've developed strong interpersonal communication skills in order to solve problems with people of diverse backgrounds via my volunteer experiences.*

Volunteer Experiences City of Kalamazoo, Community Relations Board, 2007-2010;  
Girls on the Run, 2010; Kalamazoo Regional Chamber of Commerce, 2011;  
Real Men Read, 2012.

Date: 09-28-12

Signature Kevin Ford

**\*\* NOTE: Special Application Required for:**

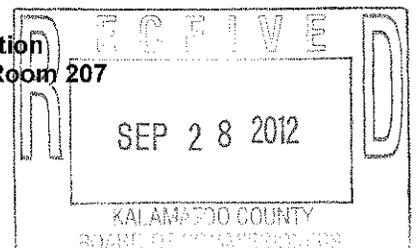
Airport Advisory Board	Jury Board
Community Mental Health Board	Older Adult Services Advisory Council
County Road Commission	Public Health Advisory Council
Environmental Health Advisory Council	Veterans' Affairs Committee
Public Housing Commission	

PLEASE RETURN THIS APPLICATION TO:

Kalamazoo County Administration  
201 West Kalamazoo Avenue, Room 207  
Kalamazoo, MI 49007

TELEPHONE: (269) 384-8111

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**PLEASE TYPE OR USE BLACK INK**

**KALAMAZOO COUNTY BOARD OF COMMISSIONERS**

**APPLICATION FOR APPOINTMENT TO:**

(Please select which board you are interested in serving)

- |  |  |
|--|--|
| <input type="checkbox"/> Animal Services & Enforcement Board   | <input type="checkbox"/> Metropolitan Planning Commission              |
| <input type="checkbox"/> Board of Public Works   | <input type="checkbox"/> Parks & Recreation Commission                 |
| <input type="checkbox"/> Building Authority  | <input type="checkbox"/> Retirement Investment Committee               |
| <input type="checkbox"/> Community Action Tripartite Advisory Board  | <input type="checkbox"/> Solid Waste Management Planning Committee     |
| <input checked="" type="checkbox"/> Economic Development Corporation/Brownfield<br>Redevelopment Corporation | <input type="checkbox"/> Transportation Authority                      |
| <input type="checkbox"/> Fair Council  | <input type="checkbox"/> Soil Erosion & Sedimentation Board of Appeals |
| <input type="checkbox"/> Land Bank Authority   | <input type="checkbox"/> Substance Abuse Council                       |

Name REV E. ALLEN HAYES Occupation PASTOR

Home Address 3229 S PARK ST KALAMAZOO 49001-4732  
Street City Zip

Home Telephone (269) 343-2841 Business Telephone \_\_\_\_\_

Cell Number (269) 352-6296 E-mail address Hayes4242@charter.net

Please indicate experience and/or qualifications that would help make you an effective board member for which you have applied:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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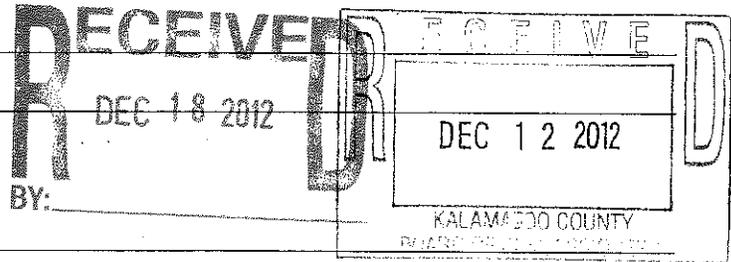
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



Volunteer Experiences:

Built 3 Churches

12/12/12  
Date of Application

[Signature]  
Signature

**PLEASE RETURN THIS APPLICATION TO:** Kalamazoo County Board of Commissioners  
Kalamazoo County Administration Building  
201 West Kalamazoo Avenue, Room 207  
Kalamazoo, MI 49007  
TELEPHONE: (269)384-8111

# KALAMAZOO COUNTY BOARD OF COMMISSIONERS

## APPLICATION FOR APPOINTMENT TO:

(Please select which board you are interested in serving)

- Animal Services & Enforcement Board
- Board of Public Works
- Building Authority
- Community Action Tripartite Advisory Board
- Economic Development Corporation/Brownfield  
Redevelopment Corporation
- Fair Council
- Land Bank Authority

- Metropolitan Planning Commission
- Parks & Recreation Commission
- Retirement Investment Committee
- Solid Waste Management Planning Committee
- Transportation Authority
- Soil Erosion & Sedimentation Board of Appeals
- Substance Abuse Council

Name EDWARD R. HELLWEGE  
AREA BUILDING AUTHORITY

Occupation EXECUTIVE DIRECTOR, KALAMAZOO

Home Address 7061 ST CHARLES PLACE KALAMAZOO 49009  
Street City Zip

Home Telephone 269-372-8186

Business Telephone 269-743-4566

Cell Number 269-290-2524

E-mail address EHELLWEGE@KABA-MI.ORG

Please indicate experience and/or qualifications that would help make you an effective board member for which you have applied:

I have been the Executive Director of KABA for six months and have directed the successful start-up of the Authority. I have worked in local government for a year and a half and have a background in Manufacturing and operations excellence including starting up new facilities and optimizing existing ones. I have excellent writing and communication skills and am talented in working with people and dealing with the public. I have a BS Degree in Chemistry with a minor in Environmental Science and have traveled extensively throughout the globe. I have a good knack for hearing a problem and developing solutions.

Volunteer Experiences:

I am a Rotarian and have volunteered for several fund raisers and community service projects sponsored by the Oshtemo Rotary Club. I ran the United Way program at Exxon Research one year and at Oshtemo Township this year. While at SMI, my extensive travel schedule precluded me from performing more such volunteering and that is why I am looking to do so at this time.

11/29/2012

Date of Application

## **EDWARD R. HELLWEGE**

**Residence:** 7061 St. Charles Place  
Kalamazoo, MI 49009  
**Home Telephone** 269-372-8186

**Email:** edh336@gmail.com  
**Cell:** 269-290-2524

### **BACKGROUND SUMMARY**

I am an organizational management professional with extensive years of experience in manufacturing. I have skills in developing and implementing successful company programs from inception. Building successful teams, leading the change process and effectively managing people are my strengths. I have demonstrated expertise in allocating resources, collaborating on and enacting process improvements, training personnel and in implementing technical solutions. As a goal oriented, logical individual who communicates effectively with all levels of management, I can present myself and my ideas in an informed manner. I have a track record of completing projects in a timely fashion and in turning process and managerial concepts into reality.

### **HIGHLIGHTS AND QUALIFICATIONS**

#### **Project Management / Leadership Skills / Change Agent**

- Start up Manager for international manufacturing facilities in Finland, Thailand & Indonesia. All facilities delivered product to customer by scheduled date.
- Managed 3 Precipitated Calcium Carbonate Production Plants (Plainwell, MI and West Carrollton, OH simultaneously).
- Trained and developed production workers into self directed work teams, enabling the company to leverage staff management resources generating cost savings and improving profitability.
- Led Manufacturing Support Group which consisted of a team of six management and hourly workers whose mission was to optimize plant production and save production costs in North America.

#### **Creation of performance metrics**

- Established industry best practices through interviewing plant personnel and visiting numerous sites to observe and document successful manufacturing processes.
- Published a list of production audit process best practices to be used at all North American plants.
- Provided plant supervision support by training personnel, including the plant manager, manufacturing best practices and cost control. This resulted in the plant operating more efficiently including a higher functioning plant team, less production issues and improved profitability.

#### **Budgeting and finance**

- As Plant manager and as Manufacturing Support Group Leader I developed an annual budget and managed all resources to remain within budget parameters.
- Conducted quarterly reviews with upper management and direct reports.
- Monitored plant performance metrics in North America to make sure plants were budgeting the correct utilization numbers that pushed them to run efficiently by following manufacturing best practices.

#### **Knowledge of Continuous Improvement Principles**

- Devised a system to insure consistency of operations worldwide extracting by Manufacturing Core Operating Principles from the list of manufacturing best practices and extending to all satellite plants.
- Monitored compliance world-wide.

### **Knowledge of and Ability to Understand and Operate Computer Systems**

- Proficient in Microsoft Word, Excel and PowerPoint.
- SPC IV
- Worked closely with Siemens and Honeywell Process Control systems.
- Developed and revitalized numerous spreadsheets and flowcharts for Oshtemo.

### **Logistics / Planning Aptitude / Communication Skills**

- Devised and implemented a comprehensive audit process aimed to identify and resolve safety, quality and production issues that saved costs and resulted in more efficient facilities. These groups I selected and trained the employees which resulted in instrumental cost saving for the company in excess of \$20 Million over a six year timeframe.
- Traveled to international sites in Asia, Europe and South America training personnel in COP principles and assuring proper implementation, which improved operations in all regions.

## **CAREER HISTORY**

### **Kalamazoo Area Building Authority (KABA) Executive Director**

**June 2012 - Present**

Started up the new Authority and am in process of putting procedures and policies into place to allow the Authority to be successful and have longevity. We are implanting numerous technological processes to increase our efficiency and to bring high quality and consistent services to the citizens of our jurisdiction.

### **Oshtemo Charter Township, Kalamazoo, MI Assistant Township Supervisor**

**July 2011- Present**

I am working with Supervisor Heiny-Cogswell in optimizing Township departments as well as assisting with management of the Human Resources and the Maintenance Departments. I have been involved with KABA development since the beginning during weekly team meetings.

### **Lipply Real Estate, Clearwater, FL Realtor**

**2019 -2011**

Obtained Florida Realtor License and sold 14 properties in nine months.  
Received excellent training in customer relations.

### **Specialty Minerals Inc., Kalamazoo, Michigan**

**1987-2009**

This company is an American manufacturer of precipitated calcium carbonate for the paper industry.

**Last Position / Title Held** – Manager, Manufacturing Support Group

**Other Titles Held** - Plant Manager, Operations Systems Manager and Manufacturing Support Manager

### **Exxon Research & Engineering Company, Annandale, New Jersey**

**1974-1987**

### **Senior Research Technician**

- Worked on numerous government and corporate research projects in the lab and in pilot plants involving both organic and inorganic chemicals.

## **EDUCATION**

B.S. Chemistry, Queens College, Queens, New York

# KALAMAZOO COUNTY BOARD OF COMMISSIONERS

## APPLICATION FOR APPOINTMENT TO:

(Please select which board you are interested in serving)

- Animal Services & Enforcement Board
- Board of Public Works
- Building Authority
- Community Action Tripartite Advisory Board
- Economic Development Corporation/Brownfield Redevelopment Corporation
- Fair Council
- Land Bank Authority

- Metropolitan Planning Commission
- Parks & Recreation Commission
- Retirement Investment Committee
- Solid Waste Management Planning Committee
- Transportation Authority
- Soil Erosion & Sedimentation Board of Appeals
- Substance Abuse Council

Name Habib Mandwee

Occupation Self Employed/

Home Address 8805 Pineisland Ct Mattawan 49071  
Street City Zip

Home Telephone 2693755956

Business Telephone 2693824444

Cell Number 2692073909

E-mail address habib@aatiffany.com

Please indicate experience and/or qualifications that would help make you an effective board member for which you have applied:

I have been a business owner and operator for the past 32 years around the Kalamazoo area.. I also been comercial property owner for that past 10 years, I am very much intersted to voulnteer some of my time to help out the Kalamazoo connty area. Payback Time! I feel i could contirbute a lot to the advisory commitee based on my experince.

Volunteer Experiences:

\_ Organize and adminster annual convention over 400+ guests, held a various countries  
Collegae international volnteer  
hosting an event for Fire and other numerous events.

11/20/2012  
Date of Application

9/27/12

Brownfield Redevelopment Authority

Attention: Lotta Jarnefelt,

*County*

I discovered the Brownfield Redevelopment Authority posting and I believe I am the best candidate for the position! I would be honored to serve our city of Kalamazoo as part of the Brownfield Redevelopment Authority in facilitating the redevelopment of environmentally contaminated and underutilized properties.

I am currently the LISC Northside Sustainable Communities Initiative Coordinator for Kalamazoo's Northside community in which I have been facilitating a collaborative within the systems of the City of Kalamazoo to address, strategize, and take action towards solving community issues in effort to increase the Quality of Life within the Northside Community. Committees were formed and facilitated within the Sustainable Community Initiative (SCI) focusing primarily on the 5 components of: Workforce Development, Housing, Health & Wellness, Safety & Security, and Education.

I am a very motivated and goal oriented individual with great leadership and teamwork capabilities. I have the ability to discern every single detail instructed and can follow with precision in fast paced environments. I am an experienced and dedicated community organizer with a large network of strong professional relationships, and would serve as a valuable asset in creating and maintaining strong partnerships within the community.

Also attached is my resume. As you can see I have a variety of work experience including working with 4-H Michigan State University Extension in Kalamazoo, and as a youth mentor with New Genesis Ministries Inc. I would much appreciate an opportunity to interview for this position.

Thank you so much for your valuable time and careful consideration.

Sincerely,

Kris Mbah  
2242 E. Cork St. Apt. 1A  
Kalamazoo MI, 49001

### KALAMAZOO COUNTY BOARD OF COMMISSIONERS

#### APPLICATION FOR APPOINTMENT TO:

- Animal Services & Enforcement Advisory Bd.
- Board of Public Works
- Solid Waste Management Planning Committee
- Community Action Tripartite Advisory Board
- County Building Authority
- Economic Development Corporation Board of Directors/Brownfield Redevelopment Authority
- Family Independence Agency Board
- Metro. County Planning Commission
- Parks Commission
- Soil Erosion & Sedimentation Board of Appeals
- Kalamazoo County Transportation Authority
- Kalamazoo County Land Bank Authority

Please check the above Boards on which you are interested in serving.

\*\* See Note Below for Additional Boards

1. Name Kris Mbah 2. Occupation LISC Northside SCI  
 3. Home Address 2242 E. Cork St. Apt 1A Kalamazoo 49001 <sup>Street City Zip</sup> *Coordinator*  
 4. Home Telephone (269) 544-9630 5. Business Telephone \_\_\_\_\_  
 6. E-mail address Kris.Mbah@fhckzoo.

Please indicate experience and/or qualifications that would help make you an effective member of each board for which you have applied.

I have extensive economic and community development experience working within the systems of Kalamazoo. Through my current occupation, I have formed many strong professional partnerships and created action plans focused on increasing the quality of life for Northside residents.

Volunteer Experiences Americorps, Youth Mentor w/ New Genesis Inc., site coordinator w/ CH

Date: 10/10/12

Signature Kris Mbah

\*\* NOTE: Special Application Required for:

- Airport Advisory Board
- Community Mental Health Board
- County Road Commission
- Environmental Health Advisory Council
- Public Housing Commission
- Jury Board
- Older Adult Services Advisory Council
- Public Health Advisory Council
- Veterans' Affairs Committee

PLEASE RETURN THIS APPLICATION TO: **Kalamazoo County Administration**  
 201 West Kalamazoo Avenue, Room 207  
 Kalamazoo, MI 49007

TELEPHONE: (269) 384-8111

of life for Northside residents.

# KRIS O. MBAH

KALAMAZOO, MI 49001

(269) 544-9630

KRIS.MBAH@FHCKZOO.COM

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To acquire and increase valuable experiences and skills, further develop my network and resume as a professional in Community Planning & Development, work with Non-Profit Organizations and city commissions to increase time and resource capacity, and serve the City of Kalamazoo.

## Highlights of Qualifications:

- \* Possesses high levels of proficiency using Microsoft Office, PowerPoint, and Excel.
- \* Able to work independently as a self-starter and/or collectively as part of a team.
- \* Places highest priority on getting things done and consistently identifies and implements all tasks outside of job description necessary to achieve goals promptly.
- \* Displays extreme determination. Rarely quits until objective is reached.
- \* Excellent interpersonal and telecommunication skills
- \* Stands strong as an asset in negotiation and strategic planning.
- \* Always courteous and polite, keeping the comfort and ease of others in mind at all times.
- \* Appearance is always well maintained, professional, and appropriate.
- \* Sustains high levels of reasoning, and is able to make sound judgments/decisions.
- \* Highly flexible and constantly aware of changing environments, anticipating and planning for future changes.
- \* Perceptive and able to carefully assess any circumstance in order to cultivate the most desirable outcome.
- \* Very innovative offering consistent imaginative suggestions for improving operations.
- \* Invaluable advisory intuitive.
- \* Exceptionally organized with work and precise to diagnose areas of strength and weakness.
- \* Sustainably brings exceptional results generating and maintaining maximum productivity/quality.

## Written and Analytical Composition

- \* Quickly able to prepare clear and concise graphs and charts to easily convey information.
- \* Effectively able to prepare oral presentations and written reports.
- \* Able to translate detailed technical language into easy to understandable terms.

- \* Quickly able to organize data logically and sequentially.
- \* Accurately able to type over 80 WPM.
- \* A great willingness to learn and eagerness to take direction.

**Team Building and Leadership**

- \* Great ability to work with people of diverse backgrounds and cultures.
  - \* Experienced facilitator coordinating meetings with key partners and community stakeholders.
  - \* Improves productivity and efficiency by motivating team members and implementing new organizational procedures.
  - \* Displays an analytically strategic ability to identify the individual strengths and weaknesses of partners/team members/stakeholders in order to effectively align each individual piece in its strongest position to fortify the unit as a whole.
- \* Clearly able to analyze and define roles of team members to avoid overlap and misuse of resources.
  - \* Possesses natural and honed leadership qualities when placed in a group setting, yet able to work effectively under supervision.
- \* Excellent oral and written skills.
- \* Possesses the ability to organize and create/follow routine procedure within a system of operations.
- \* Able to work under highly stressful situations while maintaining sound judgment and decisions.
- \* Productive and pleasant.
- \* Demonstrates a high level of confidentiality

**Employment History**

10/2011- 10/2012	Community Liaison	LISC AmeriCorps
1/2011 - 1/2012	Site Coordinator	4-H MSU Extension, Kalamazoo, MI
9/2009 - 9/2010	Youth Mentor	New Genesis Ministries Inc., Kalamazoo, MI
4/2010 - 7/2010	Account Manager	Rent-A-Centers, Kalamazoo, MI
11/2007 - 7/2009	Mail handler	United States Postal Service, Kalamazoo, MI

**Education**

High School:	Portage Northern High School	Portage, MI
College:	Ferris State University/Pharmacy	Big Rapids, MI
	Kalamazoo Valley Community College/Biology	Kalamazoo, MI

**Notes/Other Information**

I am a very hardworking and motivated individual that is searching for an opportunity to further master my skills as a professional in the non-profit sector. I am a resourcefully fast-learner, ambitious, and committed to any and every objective put before me. My attitude is always positive and a great credit to the

work environment. If you have any further inquiries please contact me via phone or email and leave a detailed message. Thank you for your much appreciated time and careful consideration.

*References are available pending request.*

# KALAMAZOO COUNTY BOARD OF COMMISSIONERS

## APPLICATION FOR APPOINTMENT TO:

(Please select which board you are interested in serving)

- |                                     |  |                          |   |
|-------------------------------------|--|--------------------------|---|
| <input type="checkbox"/>            | Animal Services & Enforcement Board                                      | <input type="checkbox"/> | Metropolitan Planning Commission              |
| <input type="checkbox"/>            | Board of Public Works  | <input type="checkbox"/> | Parks & Recreation Commission                 |
| <input type="checkbox"/>            | Building Authority   | <input type="checkbox"/> | Retirement Investment Committee               |
| <input type="checkbox"/>            | Community Action Tripartite Advisory Board                               | <input type="checkbox"/> | Solid Waste Management Planning Committee     |
| <input checked="" type="checkbox"/> | Economic Development Corporation/Brownfield<br>Redevelopment Corporation | <input type="checkbox"/> | Transportation Authority                      |
| <input type="checkbox"/>            | Fair Council   | <input type="checkbox"/> | Soil Erosion & Sedimentation Board of Appeals |
| <input type="checkbox"/>            | Land Bank Authority  | <input type="checkbox"/> | Substance Abuse Council                       |

Name Lynn Spurr

Occupation Sr. Environmental Specialist

Home Address 3589 Whistling Lane Portage 49024  
Street City Zip

Home Telephone 2693833644

Business Telephone 2695446955

Cell Number 2693776696

E-mail address lmspurr@ftch.com

Please indicate experience and/or qualifications that would help make you an effective board member for which you have applied:

### Applicable Professional Experience:

1982 - 1990

Employed in MDEQ's Waste Management/Groundwater Protection/Hazardous Waste programs, actively involved working with the Kalamazoo County Groundwater Protection Program, inspected Kalamazoo County sites for compliance with the liquid and hazardous waste programs; therefore, have some level of experience and knowledge regarding many of the county's Brownfield sites.

1990 - 1997

MDEQ District Supervisor, Air Quality Division, Kalamazoo District Office

Responsible for management of nine staff implementing state and federal air regulations in nine county area of southwest Michigan

Worked on multi discipline projects involving air, waste, water issues with state, federal, and local agency staff

1997 - Present

Senior Environmental Specialist, Fishbeck, Thompson, Carr & Huber, Kalamazoo Office

Assist clients in a number of regulatory program areas including air, water, and waste permitting and compliance, inland lakes/wetlands, spill prevention plans, sustainable business practices, enforcement action strategy, support and negotiations, complex permit and compliance agency negotiations, and assist FTC&H geologists with regulatory support on remediation projects.

Volunteer Experiences:

Board Experience:

Southwest Michigan Sustainable Business Forum  
Steering Committee to form the Forum (2004 2006)  
SWMSBF Board (2006 2010), Board Chair 2009, 2010

Kalamazoo Regional Chamber of Commerce  
Environmental Advisory Council (1997 Present), Chair 2010,2011  
Public Policy Council & Roll Call, Chair 2011, 2012

Kalamazoo Nature Center  
Board, 2008 Present, Board Chair 2011/2012

Community Volunteer-various non-profit groups such as USTA Boy's Nationals, Committee Chair, Race for the Cure, KIA Art Fair, etc.

12/18/2012

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Date of Application

# KALAMAZOO COUNTY BOARD OF COMMISSIONERS

## APPLICATION FOR APPOINTMENT TO:

(Please select which board you are interested in serving)

- Animal Services & Enforcement Board
- Board of Public Works
- Building Authority
- Community Action Tripartite Advisory Board
- Economic Development Corporation/Brownfield Redevelopment Corporation
- Fair Council
- Land Bank Authority

- Metropolitan Planning Commission
- Parks & Recreation Commission
- Retirement Investment Committee
- Solid Waste Management Planning Committee
- Transportation Authority
- Soil Erosion & Sedimentation Board of Appeals
- Substance Abuse Council

Name Kevin Wordelman

Occupation Administrator/Business Manager

Home Address 229 Woodward Ave Kalamazoo 49007  
Street City Zip

Home Telephone 2692908656

Business Telephone \_\_\_\_\_

Cell Number 2692908656

E-mail address kevin@piowmu.org

Please indicate experience and/or qualifications that would help make you an effective board member for which you have applied:

I am currently the administrator and business manager for a two unions of part-time instructors and teaching assistants at Western Michigan University, negotiating and enforcing employment contracts on behalf of over 1100 members. Before moving to Kalamazoo, we lived in Berrien County where I served on the County Planning Commission. I have a bachelors degree from WMU in political science and communication and I am two semesters away from completing a Masters in Public Administration at WMU, with a focus in local government administration. I have skills in negotiation, planning, contract administration and legal research and writing.

Volunteer Experiences:

In addition to the Berrien County Planning Commission, I served as an alternate on the county Board of Canvassers. I served from 2003-2004 in the AmeriCorps running youth programs for a small town in a multi-ethnic and largely impoverished community south of Seattle, Washington. I have also volunteered over the years in many different capacities from youth sports coach to library helper. I have lived in Kalamazoo for nearly a year, and I am interested in volunteering my time and energy to bring more investment to Kalamazoo County and to make this an even better place to live and raise a family.

12/03/2012  
Date of Application



## Department of Planning & Community Development

201 West Kalamazoo Avenue, Rm. 202 · Kalamazoo, Michigan 49007  
Phone: (269) 384-8112 · FAX: (269) 383-8920 · Email: LMJARN@kalcounty.com

**Lotta Jarnefelt**, Director

December 13, 2012

Ruth Blake  
3533 South 35<sup>th</sup> St  
Galesburg MI 49024

Dear Ruth:

On behalf of the entire board and staff of the Kalamazoo County Brownfield Redevelopment Authority, I offer a sincere Thank You for serving on the Kalamazoo County Brownfield Redevelopment Authority and the Economic Development Corporation since 2009. While we regret to see you go, we certainly understand that you have other priorities and we wish you the best.

In the years that you have been on the KCBRA and EDC, many major changes have occurred and through your participation we are starting to see our efforts come to fruition in the form of new projects. Thank you for your efforts and input. They are greatly valued by both the KCBRA and the EDC.

Please accept this letter as a sign of our appreciation for your service. We will miss your expertise and your pleasant company.

Warm Regards,

Joe Agostinelli, Chair  
Kalamazoo County Brownfield Redevelopment Authority



## Department of Planning & Community Development

201 West Kalamazoo Avenue, Rm. 202 · Kalamazoo, Michigan 49007  
Phone: (269) 384-8112 · FAX: (269) 383-8920 · Email: LMJARN@kalcounty.com

**Lotta Jarnefelt**, Director

December 13, 2012

Julie Rogers  
3428 Marlane  
Kalamazoo MI 49006

Dear Julie:

On behalf of the entire board and staff of the Kalamazoo County Brownfield Redevelopment Authority, I offer a sincere Thank You for serving on the Kalamazoo County Brownfield Redevelopment Authority and the Economic Development Corporation since 2007. A special thank you for serving as the Chair of the BRA much of that time.

While we regret to see you go, we hope that we will continue to work together with you in your new role as a County Commissioner. At the least, we know that in you we have an advocate who understands and supports the activities of the BRA.

In the years that you have been on the KCBRA and EDC, many major changes have occurred and through your participation we are starting to see our efforts come to fruition in the form of new projects. Thank you for your efforts and input. They are greatly valued by both the KCBRA and the EDC.

Please accept this letter as a sign of our appreciation for your service. We will miss your expertise and active participation.

Warm Regards,

Joe Agostinelli, Chair  
Kalamazoo County Brownfield Redevelopment Authority

# Midlink Interest Calculation

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- 3% simple interest.
- Interest is calculated on all eligible developer expenses except state eligible expenses and accrued interest.
- Interest is calculated for the period of time elapsed between approval of invoices, payments, or the end of the year.
- Local (Non-School) Tax Income Revenue received will first pay eligible BRA administration expenses, then the accrued interest on developer eligible expenses, and then the remaining collection is applied to the outstanding balance.
- Total interest shall not exceed \$2,000,000 as outlined in the Brownfield Plan.
- $\text{Principal} * \text{Interest Rate} * \text{days in that period} / \text{days in the year} = \text{Interest Accrued for that period}$
- 2011 Calculation
  - Date of payment approval (11/17) through date of actual payment (12/5)
    - $\$1,040,994.02 * 0.03 * 19 / 365 = \$1,625.66$
  - Date of payment (12/6) through the end of the year (12/31)
    - $\$1,040,994.02 * 0.03 * 25 / 365 = \$2,139.03$
  - Total 2011 Interest - \$3,764.69
- 2012 Calculation
  - Start of the year (1/1) through date of first payment (11/20)
    - $\$1,040,994.02 * 0.03 * (325 / 366) = \$27,731.40$
  - Date of payment (11/20) through the end of the year (12/31)
    - $\$1,040,994.02 * 0.03 * (41 / 366) = \$3,498.42$
    - Since all local tax income revenue was used to reimburse the KCBRA, the amount of developer eligible expenses remained the same.
  - Total 2012 Interest – \$31,229.82

## From the Development Agreement:

**2.3 Order of Payments:** The actual and documentable administrative expenses and Eligible Activities of the Authority, as described in Section 6.5, will be paid first, with the balance of the Tax Increment Revenues paid to the Developer as reimbursement for the actual cost of the Eligible Activities and Work Plan costs, plus interest calculated at 3% simple interest on Developer's unpaid Eligible Activities from the date they have been approved for reimbursement by the Authority. All payments will be governed by the Plan Amendment and this Agreement. It is anticipated that the Authority shall retain and accrue amounts available from increased tax revenues.

## Kalamazoo County Brownfield Redevelopment Authority Reimbursement Analysis Review

5200 E Cork Street Investors, LLC - Kalamazoo, MI

December 12, 2012

Expenditures		<u>State</u>	<u>Local</u>	<u>Total</u>
<b>KCBRA Expense</b>				
Envirologic Technologies, Inc.		\$ -	\$ 51,998.31	\$ 51,998.31
Less: MDLK Retainer		\$ -	\$ (10,000.00)	\$ (10,000.00)
Howard and Howard		\$ -	\$ 10,757.00	\$ 10,757.00
Gazette Posting		\$ -	\$ 1,971.06	\$ 1,971.06
Staff through 2011		\$ -	\$ 229.42	\$ 229.42
County Cost Allocation through 2011		\$ -	\$ 7,542.20	\$ 7,542.20
2011 County Cost Allocation		\$ -	\$ 911.20	\$ 911.20
2012 Brownfield Operating Expenses		\$ -	\$ 3,077.91	\$ 3,077.91
<b>Subtotal KCBRA</b>		<b>\$ -</b>	<b>\$ 66,487.10</b>	<b>\$ 66,487.10</b>
<b>Developer Expense</b>				
BEA Activities:	No request for Reimbursement	\$ -	\$ -	\$ -
Due Care Activities:	Approved Reimbursement Request #1 - Nov 17, 2011	\$ 435,974.46	\$ 393,513.49	\$ 829,487.95
Environmental Insurance:*	Approved Reimbursement Request #1 - Nov 17, 2011	\$ -	\$ 570,000.00	\$ 570,000.00
Contingencies:*	Approved Reimbursement Request #1 - Nov 17, 2011	\$ -	\$ 57,480.53	\$ 57,480.53
Brownfield Plan:	Approved Reimbursement Request #1 - Nov 17, 2011	\$ -	\$ 20,000.00	\$ 20,000.00
<b>Non-Interest Total</b>		<b>\$ 435,974.46</b>	<b>\$ 1,040,994.02</b>	<b>\$ 1,476,968.48</b>
Interest (3%):	2011 Interest - 11/17/11 - 12/05/2011	\$ -	\$ 1,625.66	\$ 1,625.66
	2011 Interest - 12/06/11 - 12/31/2011	\$ -	\$ 2,139.03	\$ 2,139.03
	2012 Interest - 1/1/12 - 11/20/2012	\$ -	\$ 27,731.40	\$ 27,731.40
	2012 Interest - 11/20/12 - 12/31/2012	\$ -	\$ 3,498.42	\$ 3,498.42
<b>Interest Total</b>		<b>\$ -</b>	<b>\$ 34,994.51</b>	<b>\$ 34,994.51</b>
<b>Subtotal Developer</b>		<b>\$ 435,974.46</b>	<b>\$ 1,075,988.53</b>	<b>\$ 1,511,962.99</b>
<b>Total Expenditures</b>		<b>\$ 435,974.46</b>	<b>\$ 1,079,066.44</b>	<b>\$ 1,515,040.90</b>
<b>Payments</b>				
	Approved	Distributed		
KCBRA	11/17/11	11/18/11	\$ -	\$ 17,531.34
KCBRA	2/1/12	2/2/12	\$ -	\$ 17,294.32
KCBRA	11/15/12	11/15/12	\$ -	\$ 18,130.38
<b>Subtotal KCBRA</b>			<b>\$ -</b>	<b>\$ 52,956.04</b>
Developer	11/17/11	12/5/11	\$ 52,184.44	\$ -
Developer	11/15/12	11/20/12	\$ 53,819.03	\$ -
<b>Subtotal Developer</b>			<b>\$ 106,003.47</b>	<b>\$ -</b>
<b>Total Payments</b>			<b>\$ 106,003.47</b>	<b>\$ 52,956.04</b>
<b>Remaining Balances after Payment Requests</b>				
KCBRA	2011	\$ -	\$ 48,955.76	\$ 48,955.76
	2012	\$ -	\$ 13,531.06	\$ 13,531.06
<b>Current</b>		<b>\$ -</b>	<b>\$ 13,531.06</b>	<b>\$ 13,531.06</b>
Developer	2011 (Excludes interest)	\$ 383,790.02	\$ 1,040,994.02	\$ 1,424,784.04
	2012 (Excludes interest)	\$ 329,970.99	\$ 1,040,994.02	\$ 1,370,965.01
<b>Current (Includes Interest)</b>		<b>\$ 329,970.99</b>	<b>\$ 1,075,988.53</b>	<b>\$ 1,405,959.52</b>
<b>Total Remaining Balances</b>		<b>\$ 329,970.99</b>	<b>\$ 1,089,519.59</b>	<b>\$ 1,419,490.58</b>

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

**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, and THE VILLAGE OF SCHOOLCRAFT, 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.

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.
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 deemed necessary 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, and upon reaching a redevelopment agreement with a future developer, conducting potential remediation activities, as well as write the amendment to the Kalamazoo County Brownfield Plan.
  - c) 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).

d) 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 of Schoolcraft 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.

7. 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.

8. 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

9. 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: President