
KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

MEETING DATE: Thursday, December 15, 2016
PLACE OF MEETING: County Administration Building
201 West Kalamazoo Avenue, Room 207a
TIME: 4:00 pm

AGENDA

1. Call to Order: 4:00
 2. Members Excused
 3. Approval of the Agenda
 4. Approval of Minutes: BRA Minutes of November 17, 2016
 5. Citizens Comments (4 minutes each / Please state name and address)
 6. Consent Agenda – Invoices
 - a. **\$280.00** – Envirollogic - Related to Work Order # 17 General Environmental
 7. Discussion and/or Action Calendar
 - a. **Discussion/Action**: Quality Precast, Inc. Part I Application (Application for Phase I assessment assistance through EPA Grant funds)
 - b. **Discussion/Action**: Reimbursement Checks
 - i. 5200 East Cork Street Investors (Midlink) – Total Check: \$222,534.41
State School Tax eligible costs: \$107,316.58
Local Eligible costs: \$106,090.66
Interest payment (Local taxes only): \$ 9,127.17
 - ii. General Mills – total check: \$145,789.20
State School Tax eligible costs: \$110,974.93 (includes \$19,256.85 Midlink School taxes)
Local Tax eligible costs: \$ 34,814.27
 - c. **Discussion/Action**: Transfer of Brown Funds to Account 643 LSRRF: **\$ 6,314.00**
 - d. **Discussion/Action**: EPA Grant Work Order #6 - Metal Mechanics - Due Care Compliance report, Phase I update, and BEA **\$6,000**
 - e. **Discussion/Action**: EPA Grant Invoices
 - i. **\$4,726.65** – QAPP Development – EPA Grant WO # 1
 - ii. **\$140.00** (\$70.00 Hazardous; \$70.00 Petroleum)– Site Inventory – EPA Grant WO #2
 - iii. **\$210.00** (\$105 Haz.; \$105 Petroleum)– Programmatic/Outreach – EPA Grant WO # 3
 - iv. **\$1,008.75** (Haz.) – Jhamin, LLC – WO #4
 - f. **Discussion/Action**: MDEQ Loan/Grant 555 Eliza St.
 - i. **\$2,299.17** - Envirollogic Invoice – **MDEQ Loan Work Order #21**
 - g. **Discussion/Action**: Metal Mechanics Development Agreement
 - h. **Discussion/Action**: Blackbird Billiards Administrative change in TIF capture start date
 8. Financial Reports
 - a. **Discussion**: Fund 247 and 643
-

9. Staff Report

- a. Kalamazoo Township Resolution
- b. BTR Park
- c. Zeigler Motorsports
- d. Jhamin, LLC/WL Molding
- e. Holiday Lanes – 2747 S 11th Street

10. Committees - times dates and places

- a. Land Bank Report – Next Meeting February 9, 2017 – 8:30 a.m.
- b. Project/Finance Committee – Thursday, January 12th, 2017, 4:00 p.m.
- c. Executive Committee – Friday, January 13th, 2017, **note – 9:15 a.m.**
- d. PR/Media Committee –

11. Other

12. Board Member Comments

13. Adjournment

Next Meeting: 3rd Thursday – January 19, 2017 at 4pm (room 207a, County Admin Bldg)

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

Meetings of the Kalamazoo County Brownfield Redevelopment Authority are open to all without regard to race, sex, color, age, national origin, religion, height, weight, marital status, political affiliation, sexual orientation, gender identity, or disability. The Kalamazoo County Brownfield Redevelopment Authority will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting upon four (4) business days' notice to the Kalamazoo County BRA. Individuals with disabilities requiring auxiliary aids or services should contact the Kalamazoo County BRA by writing or calling:

Rachael Grover
Resource Coordinator, Planning and Community Development
Kalamazoo County Government
201 West Kalamazoo Avenue
Kalamazoo, MI 49007
TELEPHONE: (269)384-8305

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

MEETING DATE: Thursday, November 17, 2016
PLACE OF MEETING: County Administration Building
201 West Kalamazoo Avenue, Room 207a
TIME: 4:00 pm

MINUTES

Present: Julie Rogers, Joe Agostinelli, Ken Peregon, Andy Wenzel, Douglas Milburn, Connie Ferguson, James Spurr, Christopher Carew, Habib Mandwee, Jodi Milks

Members Excused: Travis Grimwood

Kalamazoo Township: Steve Leuty

Staff: Lotta Jarnefelt, Rachael Grover

Consultant: Jeff Hawkins

Recording Secretary: Zeña Vos and Rachael Grover

Community: 6

1. Chair Agostinelli called the meeting to Order at 4:04 p.m.
2. Members Excused: Travis Grimwood
3. Approval of the Agenda: **Wenzel moved and Carew seconded the approval of the Agenda.**

Motion Carried.

4. Approval of Minutes: Page 1 of minutes, Number 6.c, Staff 3rd quarter should be July to September. On Page 4 of minutes under Number 11, Milks is appointed and Peregon is reappointed. **Peregon moved and Mandwee seconded the approval of Minutes of October 27, 2016 minutes as amended. Motion Carried.**
5. Citizens Comments: Steve Leuty introduced Sherine Miller, the newly elected Kalamazoo Township Treasurer who will take office Sunday at Noon. Ms. Miller will represent the Township as the Ex-Officio member to the KCBRA. Steve Leuty will be the alternate. Leuty expressed the Township's active support of the KCBRA.

Chair Agostinelli introduced Lauryn Coombs, the US EPA Region 5 Program Officer for the KCBRA Assessment Grants. She toured KCBRA potential sites and priority areas this morning.

6. Consent Agenda – Invoices
 - a. **\$160.50** – Envirologic Related to Work Order #25 Metal Mechanics
 - b. **\$595.00** – Envirologic - Related to Work Order # 17 General Environmental**Spurr moved and Peregon seconded the approval of the Consent Agenda. Motion Carried.**

Chair Agostinelli introduced 2 newly appointed Board members - Jodi Milks and Connie Ferguson.

7. Financial Reports
 - a. **Discussion:** Fund 247 and 643
Grover discussed the provided spreadsheet.
2016 Budget adjustment was discussed. Adjustment reflects the higher amount of TIF Revenue received and related reimbursement that is required for the Midlink/General Mills Plan.
-
-

8. Discussion and/or Action Calendar

a. **Discussion/Action:** 2747 South 11th Street, Kalamazoo Hotel Group

i. Project Application

Kalamazoo Hotel Group Nauman Choudhry gave overview of their project.

Kalamazoo Hotel Group will send signed reimbursement agreement.

Milks moved and Wenzel seconded the approval of the application contingent on verification that site meets definition of functional obsolescence. Motion Carried.

b. **Discussion/Action:** Site prioritization and current criteria from Part I Application

Rogers expressed interest in helping smaller businesses and to continue the community outreach process.

Jarnefelt also expressed that KCBRA will be available to help down the road beyond the EPA grant when the LSRRF is better funded. That message can be conveyed with this community outreach process.

Hawkins shared based on the Grant application, there are 4 minimum outreach meetings

c. **Discussion/Action:** Metal Mechanics - EPA Assessment Grant funds for Due Care Compliance report, Phase I update, and BEA - total cost estimate \$6,000. TIF reimbursable (already in approved Brownfield Plan) – additional \$300 for Grant Eligibility and ACRES

Grover stated Metal Mechanics submitted via email a request for a total of \$6,000 in assistance: \$1,500 for Phase 1 update; \$1,500 for Environmental assessment; and \$3,000 for Documentation of Due Care Compliance. Metal Mechanics asked if Board will consider using grant funds to pay for it. It will be reimbursed in the first 2 years of the Brownfield Plan. Hawkins will do a Work Order for the next meeting.

d. **Discussion/Action:** EPA Grant Invoices

i. **\$210.00** – QAPP Development – EPA Grant WO # 1

ii. **\$180.00** – Site Inventory – EPA Grant WO #2

iii. **\$360.00** – Programmatic/Outreach – EPA Grant WO # 3

Wenzel moved and Peregon seconded the approval of the Grant Invoices items i. ii. & iii. Motion Carried.

e. **Discussion/Action:** MDEQ Loan/Grant 555 Eliza St.

i. **\$5,213.75** - Envirologic Invoice – **MDEQ Loan Work Order #21**

Carew moved and Ferguson seconded the approval of the invoice Work Order #21 in the amount of \$5,213.75. Motion Carried.

f. **Discussion/Action:** 232, LLC Second Addendum to Development Agreement

Grover requested approval to execute the Agreement. Chair Agostinelli abstained from discussion.

Carew moved Mandwee seconded the approval for the Vice Chair to execute the Second Addendum to Development Agreement submitted by 232, LLC. Motion Carried.

9. Staff Report

a. BTR Park

Meeting with WMU after Thanksgiving holiday.

Peregon and Carew abstain from discussion.

Rogers expressed interest in giving a level of support from the EPA Grant funds but not at the level that was requested as it would take a big portion of the grant money. Several members agreed.

b. Zeigler Motorsports

Midlink has the Amendment to the Development agreement. Zeigler has signed it. The sign that was provided to them 6 weeks ago has not been posted. Midlink approved posting the sign.

c. Jhamin, LLC/WL Molding – no update

10. Committees - times dates and places

- a. Land Bank Report – Next Meeting December 8, 2016 – 8:30 a.m.
- b. Project/Finance Committee – Thursday, December 8, 2016, 4:00 p.m.
- c. Executive Committee – Friday, December 9, 2016, **note – 9:15 a.m.**
- d. PR/Media Committee –

11. Other

a. Chair Agostinelli – update on Attraction Projects

Agostinelli working on Attraction Projects – needs an estimate from Board on level of support to projects.

12. Board Member Comments

13. Adjournment at 5:45.

Next Meeting: 3rd Thursday – December 15, 2016 at 4pm (room 207a, County Admin Bldg)

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Rachael Grover
Resource Coordinator, Planning and Community Development
Kalamazoo County Government
201 West Kalamazoo Avenue
Kalamazoo, MI 49007
TELEPHONE: (269)384-8305



Remit to:
2960 Interstate Parkway, Kalamazoo, MI 49048
P 269.342.1100 | F 269.342.4945 | W envirollogic.com

Kalamazoo County Brownfield Redevelopment Authority
Lotta Jarnefelt
Department of Planning and Community Development
201 West Kalamazoo Avenue, Room 101
Kalamazoo, MI 49007

Invoice number 02939
Date 12/06/2016
Project **150063 General Environmental Review
W.O. 17**

INVOICE: Through Nov 30, 2016

GENERAL ENVIRONMENTAL REVIEW WO #17 COUNTY #247-000-808-00

Professional Fees

	Hours	Rate	Billed Amount
Principal			
Jeffrey C. Hawkins			
Professional Services	2.00	140.00	280.00
		Invoice total	280.00

We accept Check, ETF, Visa, MC Discover & Amex as payment options

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY
PART I PROJECT APPLICATION

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

1 Date of Application: 12-8-2016

Business Information

2 Name of Applicant: Quality Precast Inc
3 Business Address: 3815 N. WESTNODGE Kal. Mi. 49004

4 Business Telephone Number: 269-342-0539

5 Contact Person(s) & Title: Jeff Schirbeck President

6 Contact Person(s) Telephone Number: 616-366-7286

7 Contact Person(s) Fax Number: 296-344-4810

8 Contact Person(s) Email Address: jeff@qualityprecastinc.com

9 Entity Type: Proprietorship
 Partnership
 Corporation S
 Other (specify) _____

10 Describe nature and history of business:
Owned since 2004 - Manufacturer of precast underground products
Storm and sanitary manholes, electrical vaults and retaining
wall. Products are sold to underground contractor.

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

Proposed Project Site Information

12 Address(es) (if known): 7833 ADOBE Road - 6 Parcels

13 Tax IDs: 390124-251010, 126029, 126036, 126027, 151014, 451010

14 Present Owner(s): ADOBE Development, LLC

15 Date Present Owner(s) Acquired Property (if known): _____

16 Does applicant have land control: No Yes

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

17 Any currently known environmental issues? NO

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

19 Is access to site permitted? No Yes

20 Project Type: New
 Relocation
 Expansion
 Rehabilitation

21 Project Size:
Parcel Size (acres): 55 ACRES
Existing building area (sq ft): NO
New building area (sq ft): 23,000

22 Project timeline (proposed or actual):

Start date: **MAY 1 2017**

Completion Date: **NOV. 1 2017**

23

Additional Materials (Please put an X for those items that are available and attach to your application, if possible):

Business Plan

Market Analysis

Architectural/Site Plans

Financial Commitments

Environmental Information/Reports

Tax Base Information

24 Total Investment Anticipated:

\$ 2,000,000

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

25 Eligible activities for which potential funding may be sought:

Phase I ESA	<input checked="" type="checkbox"/>	Phase II ESA	<input type="checkbox"/>
BEA	<input type="checkbox"/>	Due Care	<input type="checkbox"/>
Hazardous Materials Building Surveys (asbestos and Lead)	<input type="checkbox"/>	Clean-up Planning	<input type="checkbox"/>
Additional Response Activities	<input type="checkbox"/>	Demolition	<input type="checkbox"/>
Lead and Asbestos Abatement	<input type="checkbox"/>	Site Preparation (City of Kalamazoo, City of Portage)	<input type="checkbox"/>
Infrastructure Improvements	<input type="checkbox"/>		

26 Current State Equalized Value:

Sec Attached

27 Estimated State Equalized Value after Project Completion:

[Redacted]

28 Full Time Equivalent (FTE) Employees:

FTE Jobs Retained: **9**

FTE Jobs Created: **20-30**

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

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

Signature

Jeff Schuster

Date

12-8-16

Title

President

Direct office or cell number

616-366-7286

Fax number

269-344-4810

Email address

jeffequalityprecastinc.com

If you have questions regarding the application, please contact:

Kalamazoo County Government

Lotta Jarnefelt, Director

Email: lmjarn@kalcounty.com

Department of Planning and Community Development

201 W. Kalamazoo Avenue, Room 101

Kalamazoo, MI 49007

Office Phone: 269-384-8112

Office Fax: 269-383-8920

Scope of Services

Contract for Professional Services
Kalamazoo County Brownfield Redevelopment Authority
Applicable to Contract Dated September 22, 2016
Work Order No. 6 Dated December 5, 2016

Between

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

And

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

Subject Matter: Metal Mechanics, Schoolcraft, MI
Funding Source: U.S. EPA Assessment Grant, Hazardous Substances
Task 2 – Phase I Environmental Site Assessments (\$2,000) and Task 3 Phase II ESA and BEAs (\$4,000)

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

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

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

<u>Jeffrey C. Hawkins</u>	<u>(269) 342-1100</u>
Name (ENVIROLOGIC)	Phone

<u>Mr. Joe Agostinelli, Chair</u>	<u>(269)-553-9588</u>
Name (CLIENT)	Phone

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

ACCEPTED AND AGREED TO:

KALAMAZOO COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY (CLIENT)

ENVIROLOGIC TECHNOLOGIES, INC.

By Joe Agostinelli
Title Chair

By Jeffrey C. Hawkins
Title President

Signature _____
Date _____

Signature _____
Date _____



I. Scope of Services

The Kalamazoo County BRA has supported this redevelopment project through adoption of a Brownfield Plan. The redevelopment is underway by the property owner (D&D Realty LLC). When D&D Realty LLC acquired the property, they completed a Phase I and II Environmental Site Assessment and disclosed a Baseline Environmental Assessment to the MDEQ. However, these documents did not identify the eventual user (operator) of the property, Metal Mechanics, Inc.

Thus, a Phase I Environmental Site Assessment and Baseline Environmental Assessment are needed for Metal Mechanics, Inc. so that this business entity has the same liability protections as the land ownership entity.

In addition, both D&D Realty LLC and Metal Mechanics, Inc. have Due Care Obligations which is required to be documented.

Envirologic is proposing to prepare a Phase I Environmental Site Assessment, Baseline Environmental Assessment and Documentation of Due Care Compliance. Envirologic will prepare the BEA for disclosure to the MDEQ and upon Metal Mechanics’ approval, coordinate the submittal. Envirologic will make full use of the existing documents to the extent possible. The cost below reflects this efficiency. We will demonstrate the site eligibility to U.S. EPA and update ACRES upon completion.

II. Compensation

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

Phase I ESA, BEA, Due Care Documentation

Data Evaluation and Report Preparation	\$ 6,000
ESTIMATED PROJECT COSTS	\$ 6,000

III. Schedule

Work performed under this Work Order will be initiated upon authorization to proceed as directed by the KCBRA. Work needs to be completed prior to Metal Mechanics initiating a lease of the site which will occur when building occupancy is permitted, expected in early 2017. Envirologic will perform work activities within this timeline.

H:\Projects\Projects_K\Kalamazoo County\Brownfield Redevelopment Authority\2016 EPA Brownfield Assessment Grants\2016 EPA Grant Work Orders\Work Order 6 Metal Mechanics.docx



MEMORANDUM

TO: **RACHAEL GROVER, RESOURCE COORDINATOR, KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**

FROM: **JEFF HAWKINS**

SUBJECT: **FY16 EPA BROWNFIELD ASSESSMENT GRANT UPDATES**

DATE: **12/15/2016**

This memorandum serves to provide information regarding updates for the Kalamazoo County Brownfield Redevelopment Authority (KCBRA) for activities and services rendered on various projects related to the EPA Brownfield Assessment Grants.

1. Quality Assurance Project Plan (QAPP)
Project No: 160355 -W.O. 1

Update:

The required QAPP call with EPA was held on October 14, 2016. The KCBRA approved W.O. 1 for Envirologic to begin work on this task at the October 27, 2016 KCBRA meeting. Envirologic submitted the QAPP to EPA for their review on November 18, 2016 and receipt was acknowledged by EPA on December 2, 2016. It is anticipated that Envirologic and the KCBRA will receive conditional approval of the QAPP in order for projects to proceed.

2. Site Inventory and Prioritization
Project No: 160360 – W.O. 2

Update:

Envirologic continues to work on the lists and planning activities for the prioritization process including communications with KCBRA staff about updates and modifications of draft documents.

3. Community Outreach and Programmatic
Project No: 160361 - W.O. 3

Update:

Outreach and programmatic activities involved a planning call with Rachael Grover on November 1, 2016 to update draft documents, i.e. community outreach strategy/schedule. Additionally, there have been numerous communications regarding various potential and future pending projects. On November 17, 2016, Envirologic, members of the KCBRA and Staff met with the EPA Project Officer Lauryn Coombs. The afternoon prior to the KCBRA meeting was spent touring our target areas, i.e. northside, Pitcher Street and one of our project sites WL Molding in Portage. On November 28, 2016, Envirologic and Rachael Grover met with Clark Logistics about potential grant funding to assist with the potential purchase of a property on Pitcher Street adjacent to the former Clausing site which they own.

4. Jhamin, LLC – 8212 Shaver Rd., Portage, MI
Project No: 160362 W.O. 4

Update:

The KCBRA approved W.O. 4 for Envirologic to begin work on this task at the October 27, 2016 KCBRA meeting. Envirologic submitted Eligibility Demonstrations to EPA and MDEQ on November 3, 2016. The KCBRA received an approved Eligibility Demonstration from MDEQ on November 9, 2016. Envirologic has not received a response from EPA to-date. A conference call with the PO and EPA's attorney are scheduled for December 13, 2016 due to questions that have been raised about the project. Since we did receive approval from MDEQ Envirologic prepared Sampling and Analysis Plans and Health and Safety Plans to conduct the proposed field activities in anticipation of a response from EPA. Jhamin, LLC is anxious to have the work completed.

5. **WMU BTR Park 2.0 – West Side of S. Drake Rd (between Parkview and Stadium Rd), Oshtemo, MI**
Project No: 160371 W.O. 5

Update:

This project is on hold subject to an approved Work Order. It is our understanding that continuing discussions are occurring between KCBRA Staff, WMU and Oshtemo Township.

**Kalamazoo County Brownfield Redevelopment Authority
2016 EPA Assessment Grants**

Budget and Invoice Summary

Number		Budget Estimates			Actual						
Project	W.O.	Site/Phase	Total	Haz. Sub.	Petroleum	Invoice Amount	Haz. Sub.	Remaining	Petroleum	Remaining	Project
		Initial Grant Award	\$ 400,000.00	\$ 200,000.00	\$ 200,000.00	\$ -	\$ -	Haz	\$ -	Pet.	Completed
County		Personnel	8,000.00	4,000.00	4,000.00	-	-	4,000.00	-	4,000.00	
County		Travel	6,000.00	3,000.00	3,000.00	-	-	3,000.00	-	\$ 3,000.00	
County		Supplies	2,000.00	1,000.00	1,000.00	-	-	\$ 1,000.00	-	\$ 1,000.00	
County		Other	2,000.00	1,000.00	1,000.00	-	-	\$ 1,000.00	-	\$ 1,000.00	
		County Subtotal	\$ 18,000.00	\$ 9,000.00	\$ 9,000.00	County Subtotal	\$ -	\$ -	\$ 9,000.00	\$ -	\$ 9,000.00
		Contractual - Envirologic Technologies, Inc.	\$ 382,000.00	\$ 191,000.00	\$ 191,000.00						
160355	1	QAPP	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00	\$ 4,936.65	\$ 2,468.33	\$ 31.68	\$ 2,468.33	\$ 31.68	
160360	2	Site Inventory and Prioritization	4,000.00	2,000.00	2,000.00	320.00	160.00	1,840.00	160.00	1,840.00	
160361	3	Outreach and Programmatic	5,000.00	2,500.00	2,500.00	570.00	285.00	2,215.00	285.00	2,215.00	
160362	4	Jhamin LLC - WL Molding Co	24,625.00	19,000.00	5,625.00	1,008.75	1,008.75	17,991.25	-	5,625.00	
160371	5	WMU BTR 2.0	\$ 67,600.00	\$ 67,600.00		\$ -	\$ -	\$ 67,600.00	\$ -	\$ -	
		Envirologic Subtotal	\$ 106,225.00	\$ 93,600.00	\$ 12,625.00	Envirologic Subtotal	\$ 6,835.40	\$ 3,922.08	\$ 89,677.93	\$ 2,913.33	\$ 9,711.68
		Budgeted Contractual Grant Funds Remaining	\$ 275,775.00	\$ 97,400.00	\$ 178,375.00						
		Budgets Returned from Under Budget Projects									
		Subtotal Under Budget Projects		\$ -	\$ -						
		Available Contractual Budget Remaining		\$ 97,400.00	\$ 178,375.00						

Kalamazoo County Brownfield Redevelopment Authority
2016 EPA Assessment Grant Budget and Invoice Summary
Project 160360
Site Inventory and Prioritization
Work Orders #2

	A	B	C	D	E	G	H	I	J	K	L
1											
2			Budget Estimates			Actual					
3	Project #	Site/Phase	Total	Hazardous Substance	Petroleum	Invoice #	Date	Invoice Amount	Hazardous Substance	Petroleum	Notes
4	160360	Site Inventory and Prioritization									
5		Work Order #2	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00	02900	11/14/2016	\$ 180.00	\$ 90.00	\$ 90.00	
6						02941	12/6/2016	140.00	\$ 70.00	\$ 70.00	
7											
8											
9											
10											
11											
12											
13		Project Total	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00		Project Total	\$ 320.00	\$ 160.00	\$ 160.00	
14											
15											
16							Budget Remaining	\$ 3,680.00	\$ 1,840.00	\$ 1,840.00	

**Kalamazoo County Brownfield Redevelopment Authority
EPA Assessment Grant Budget and Invoice Summary
Project 160362
Jhamin, LLC - WL Molding Site, Portage, MI
Work Order #4**

1	A	B	C	D	E	G	H	I	J	K	L
2			Budget Estimates			Actual					
3	Project #	Site/Phase	Total	Hazardous Substance	Petroleum	Invoice #	Date	Invoice Amount	Hazardous Substance	Petroleum	Notes
4	160362	Jhamin, LLC - WL Molding Site, Portage, MI									
5		Work Order #4									
6											
7		Indoor Air Monitoring/Revision of DDCC	\$ 13,000.00	\$ 13,000.00	\$ -	02929	12/6/2016	\$ 577.50	\$ 577.50		
8											
9							Subtotal	\$ 577.50	\$ 577.50	\$ -	
10											
11		Soil Sampling Activities	4,125.00		4,125.00						
12											
13							Subtotal	\$ -	\$ -	\$ -	
14											
15		Former Dump Area	\$ 1,500.00		\$ 1,500.00						
16											
17							Subtotal	\$ -	\$ -	\$ -	
18											
19		Asbestos and Hazardous Building Materials	\$ 6,000.00	\$ 6,000.00	\$ -	02929	12/6/2016	\$ 431.25	\$ 431.25		
20											
21							Subtotal	\$ 431.25	\$ 431.25	\$ -	
22											
23											
24		Project Total	\$ 24,625.00	\$ 19,000.00	\$ 5,625.00		Project Total	\$ 1,008.75	\$ 1,008.75	\$ -	
25											
26											
27							Budget Remaining	\$ 23,616.25	\$ 17,991.25	\$ 5,625.00	

Kalamazoo County Brownfield Redevelopment Authority
Rachael Grover
Department of Planning and Community Development
201 West Kalamazoo Avenue, Room 101
Kalamazoo, MI 49007

Invoice number 02940
Date 12/06/2016
Project **160355 Kalamazoo County BRA - QAPP**

INVOICE: Through Nov 30, 2016

QAPP DEVELOPMENT - W/O 1

Professional Fees

	Hours	Rate	Billed Amount
Administrative Assistant Robyn E. Logelin Professional Services	13.00	50.00	650.00
Principal David B. Warwick Professional Services	25.00	140.00	3,500.00
Project Scientist Derrick A. Lingle Professional Services	2.75	85.00	233.75
Therese M. Searles Professional Services	3.75	85.00	318.75

Expense

	Units	Rate	Billed Amount
Miscellaneous Expense <i>mailing</i>	1.00	14.7545	14.75

Subcontractor

	Units	Rate	Billed Amount
Subcontractor United Parcel Service	1.00	9.3955	9.40

Phase subtotal 4,726.65

Invoice total **4,726.65**

We accept Check, ETF, Visa, MC Discover & Amex as payment options



Remit to:
2960 Interstate Parkway, Kalamazoo, MI 49048
P 269.342.1100 | F 269.342.4945 | W envirollogic.com

Kalamazoo County Brownfield Redevelopment Authority
Rachael Grover
Department of Planning and Community Development
201 West Kalamazoo Avenue, Room 101
Kalamazoo, MI 49007

Invoice number 02941
Date 12/06/2016

Project **160360 Kalamazoo County BRA - Site Inventory**

INVOICE: Through Nov 30, 2016

SITE INVENTORY - W/O 2

Professional Fees

	Hours	Rate	Billed Amount
Principal			
Jeffrey C. Hawkins			
Professional Services	1.00	140.00	140.00
		Invoice total	140.00

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Kalamazoo County Brownfield Redevelopment Authority
Rachael Grover
Department of Planning and Community Development
201 West Kalamazoo Avenue, Room 101
Kalamazoo, MI 49007

Invoice number 02942
Date 12/06/2016

Project **160361 Kalamazoo County BRA -
Outreach / Programmatic**

INVOICE: Through Nov 30, 2016

OUTREACH / PROGRAMMATIC - W/O 3

Professional Fees

	Hours	Rate	Billed Amount
Principal			
Jeffrey C. Hawkins			
Professional Services	1.50	140.00	210.00
		Invoice total	210.00

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Kalamazoo County Brownfield Redevelopment Authority
Rachael Grover
Department of Planning and Community Development
201 West Kalamazoo Avenue, Room 101
Kalamazoo, MI 49007

Invoice number 02929
Date 12/06/2016

Project **160362 Kalamazoo County BRA - Jhamin, LLC**

INVOICE: Through Nov 30, 2016

INDOOR AIR MONITORING/REVISION OF DDCC

Professional Fees

	Hours	Rate	Billed Amount
Administrative Assistant Robyn E. Logelin Professional Services	0.50	50.00	25.00
Principal Jeffrey C. Hawkins Professional Services	0.25	140.00	35.00
Senior Project Manager David A. Stegink Professional Services	4.50	115.00	517.50
Phase subtotal			577.50

ASBESTOS AND HAZARDOUS BUILDING MATERIAL SURVEY

Professional Fees

	Hours	Rate	Billed Amount
Senior Project Manager David A. Stegink Professional Services	3.75	115.00	431.25
Invoice total			1,008.75

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Remit to:
 2960 Interstate Parkway, Kalamazoo, MI 49048
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Kalamazoo County Brownfield Redevelopment Authority
 Rachael Grover
 Department of Planning and Community Development
 201 West Kalamazoo Avenue, Room 101
 Kalamazoo, MI 49007

Invoice number 02972
 Date 12/09/2016
 Project **150366 555 E. Eliza Street, Work Order #21**

INVOICE: Through Nov 30, 2016

VAPOR TRANSMISSION PILOT STUDY - MDEQ LOAN

Professional Fees

	Date	Hours	Rate	Billed Amount
Administrative Assistant Robyn E. Logelin Professional Services	11/29/2016	3.00	45.00	135.00
Project Manager Paul D. French Professional Services	10/31/2016	4.00	95.00	380.00
	11/10/2016	0.75	95.00	71.25
	11/23/2016	3.00	95.00	285.00
	11/29/2016	4.00	95.00	380.00
	11/30/2016	8.00	95.00	760.00
	Subtotal	19.75		1,876.25

Senior Project Manager
 David A. Stegink
 Professional Services

10/31/2016 0.50 105.00 52.50

Expense

	Units	Rate	Billed Amount
Mileage 11/30/2016	148.00	0.48	71.04
Parking / Tolls / Car Rentals 11/30/2016	1.00	6.875	6.88
Phase subtotal			2,141.67



Remit to:
2960 Interstate Parkway, Kalamazoo, MI 49048
P 269.342.1100 | F 269.342.4945 | W envirollogic.com

Kalamazoo County Brownfield Redevelopment Authority
Project **150366 555 E. Eliza Street, Work Order #21**

Invoice number 02972
Date 12/09/2016

MANAGEMENT OF CONTAMINATED SOIL - MDEQ LOAN

Professional Fees

	Date	Hours	Rate	Billed Amount
Senior Project Manager				
David A. Stegink				
Professional Services				
	11/17/2016	1.50	105.00	157.50
			Invoice total	2,299.17

We accept Check, ETF, Visa, MC Discover & Amex as payment options

**555 E. ELIZA STREET REDEVELOPMENT
SCHOOLCRAFT, MICHIGAN
MDEQ GRANT AND LOAN BUDGET SHEET**

MDEQ Grant and Loan 555 E. Eliza Street, Schoolcraft	Invoice Activity	Invoice #	Actual Costs	MDEQ Task Budget - Grant	MDEQ Task Budget - Loan	Work Plan #	
	<u>Documentation of Due Care Compliance (Task 1)</u>			\$0.00	\$5,000.00	1	Diverted from Work Plan Budget (verify with MDEQ)
	Initial Meetings, Project Planning				\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
	TOTAL/REMAINING		\$0.00		\$5,000.00		
	<u>Vapor Transmission Pilot Study (Task 2)</u>			\$0.00	\$70,000.00	1	Site Investigation and Due Care Activities
	Initial Meetings, Project Planr	1644	\$1,727.50	Q1	\$1,727.50		
		1762	\$6,928.07	Q1	\$6,928.07		
		1877	\$5,528.42	Q2	\$5,528.42		
		1948	\$285.00	Q2	\$285.00		
		2091	\$1,140.00	Q2	\$1,140.00		
		2313	\$5,031.25	Q3	\$5,031.25		
		2398	\$3,272.50	Q3	\$3,272.50		
		2515	\$926.25	Q3	\$926.25		
		2673	\$598.75	Q4	\$598.75		
		2756	\$5,625.00	Q4	\$5,625.00		
		2881	\$5,003.75	Q1	\$5,003.75		
		2972	\$2,141.67	Q1	\$2,141.67		
	TOTAL/REMAINING		\$38,208.16		\$31,791.84		
	<u>Sub-Slab Depressurization System Installation (First \$25,000 is Task 2 - Site Investigation; Remainder Task 3)</u>			\$175,000.00	\$0.00	1	Site Investigation and Due Care Activities (\$25,000) and Environmental Response Activities (\$150,000)
		2673	\$285.00	Q4	\$285.00		
		2756	\$3,157.50	Q4	\$3,157.50		
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
	TOTAL/REMAINING		\$3,442.50		\$171,557.50		

**555 E. ELIZA STREET REDEVELOPMENT
SCHOOLCRAFT, MICHIGAN
MDEQ GRANT AND LOAN BUDGET SHEET**

MDEQ Grant and Loan 555 E. Eliza Street, Schoolcraft	Invoice Activity	Invoice #	Actual Costs	MDEQ Task Budget - Grant	MDEQ Task Budget - Loan	Work Plan #	
Removal of Hazardous Materials (Task 3)	Initial Meeting, Project Planni	1644	\$105.00	Q1	\$105.00	1	Environmental Response Activity
		1762	\$341.25	Q1	\$341.25		
		1948	\$78.75	Q2	\$78.75		
		2212	\$810.00	Q3*	\$810.00		
		2313	\$800.00	Q3	\$800.00		
		2398	\$527.50	Q3	\$527.50		
	2398 credit		(\$55.00)		(\$55.00)		\$55 site ID fee not eligible for reimbursement
		2515	\$120.00	Q3	\$120.00		
		2673	\$266.90	Q4	\$266.90		
		2756	\$14,928.75	Q4	\$14,928.75		
	TOTAL/REMAINING		\$17,923.15		\$7,076.85		
Management of Contaminated Soil (Task 3)		2881	\$210.00	Q1	\$210.00	1	Environmental Response Activity
		2972	\$157.50	Q1	\$157.50		
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
	TOTAL/REMAINING		\$367.50		\$49,632.50		
Oversight					\$15,000.00	1	Oversight
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
					\$0.00		
	TOTAL/REMAINING		\$0.00		\$15,000.00		
Grant Administration (County)					\$10,000.00	1	Grant Administration
	BRA-4-2015		\$217.96	Q2	\$217.96		
	BRA-1-2016		\$350.86	Q3	\$350.86		
	BRA-2-2016		\$380.10	Q4	\$380.10		
	BRA-3GR-2016		\$350.86	Q4	\$350.86		
					\$0.00		
					\$0.00		
	TOTAL/REMAINING		\$1,299.78		\$8,700.22		
TOTAL ALL REMAINING GRANT AND LOAN					\$195,257.72		\$93,501.19

BROWNFIELD PLAN DEVELOPMENT AGREEMENT

THIS BROWNFIELD PLAN DEVELOPMENT AGREEMENT (the “Agreement”), is entered into on _____, 20__ between the **KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporate established pursuant to Act 381 of the Public Acts of 1996, as amended, MCL 125.2651 et seq. (“Act 381”), whose address is 201 W. Kalamazoo Avenue, Room 101, Kalamazoo, Michigan 49007 (the “Authority”), and D&D Realty, LLC whose address is PO Box 447 Schoolcraft, MI 49087, and Metal Mechanics, Inc., whose address is 350 S. 14th Street, Schoolcraft, MI 49087

RECITALS

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

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

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

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

WHEREAS, Developer owns property in Kalamazoo County located at 350 S. 14th Street, Schoolcraft, MI 49087 (the “Property”) and legally described on the attached Exhibit A.

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

WHEREAS, Developer intends to redevelop the Property with the construction of a 30,000 square foot industrial building on the north end of the property for the expansion by Metal Mechanics, Inc., the future operator, for the manufacture of hydraulic presses. The private investment is estimated to be \$1,400,000. These investments are expected to create at least 7 new jobs and retain 24 jobs at this location and would increase the property tax base within Kalamazoo County (the “Project”).

WHEREAS, the Project will require the Developer to incur Eligible Costs associated with certain Eligible Activities including environmental due diligence, demolition, and environmental due care which may require the services of various contractors, engineers, environmental consultants, attorneys and other professionals. The Developer's Eligible Costs shall not exceed \$56,000 (plus 15% contingencies if applicable and as specified in the Plan) .

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

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

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

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

3. Term of Agreement. Pursuant to the Plan, the Authority shall capture that amount of Tax Increment Revenues generated from real and personal property taxes allowed by law on the Eligible Property. Capture will begin in the first year after the year of the establishment of the Plan and will continue until the earlier of:

3.1 Full reimbursement of Eligible Costs for those Eligible Activities set forth in Paragraph 5, or

3.2 11 years. With an additional 5 years designated for Local Site Remediation Revolving Fund (LSRRF) only for a total of 16 years.

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

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

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

7. Reimbursement Process.

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

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

7.3 Reimbursement. After both the summer and winter taxes are captured and collected on the Property, the Authority shall reimburse its Eligible and Administrative Costs and pay approved Eligible Costs to the Developer from Tax Increment Revenues that are generated from the Property in accordance with the Plan and Paragraph 7 to the extent that taxes have been captured and are available in that fiscal year. The Authority shall receive one hundred (100) percent of Tax Increment Revenues until fully reimbursed, unless otherwise designated by the Authority. In the event that there are insufficient Tax Increment Revenues available in any given year to reimburse all of the Authority's and Developer's Eligible Costs, as described in Paragraph 5, then the Authority shall reimburse the Authority or Developer only from available Tax Increment Revenues. Once the Authority is fully reimbursed for its Eligible Costs, the Developer shall receive the available Tax Increment Revenue, less Administrative Costs, during the term of this Agreement, until all of the amounts for which submissions have been made have been fully paid to the Developer, or the repayment obligation expires, whichever occurs first. The Authority shall make additional payments, on an annual basis, toward the Developer's remaining unpaid Eligible Costs during the term of this Agreement. The Developer shall not be entitled to receive any interest

on amounts for which reimbursement is requested under this Agreement. The Developer shall not be entitled to reimbursement under this Agreement unless the Developer has timely and completely paid its real and personal property taxes (or industrial facilities taxes) including all penalties, interest and other amounts due in relation thereto when due. For purposes of this Agreement, to be timely paid, taxes must be paid before the date on which they can no longer be paid without penalties or interest. The repayment obligation under this Agreement shall expire upon the earlier of the full payment by the Authority to the Developer of all amounts due the Developer from the Tax Increment Revenues or 11 years from the date of approval of the Plan.

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

Checks shall be payable to: D&D Realty, LLC

Delivered to the following address: PO Box 447
Schoolcraft, MI 49087

By certified mail, or
Delivered through electronic transfer if available through Developer

8. Adjustments. The parties acknowledge that adjustments regarding the amount of TIR paid to the Developer may occur under any of the following circumstances:

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

8.2 Property Tax Appeal: In the event the developer, or any other owner of real estate on the Property, files an appeal with the Michigan Tax Tribunal, related to the taxable value of parcels of property included in the Brownfield Plan, the Authority shall do the following:

- a. The Authority will remit Tax Increment Financing Reimbursement payments based upon the lowest taxable value being sought pursuant to the appeal;
- b. Any Tax Increment Revenue that is collected but not remitted as a result of a tax appeal shall be held in a separate account of the Authority until the pending appeal is adjudicated;

- c. Once any tax appeals are adjudicated, the Authority will either return the escrowed funds to the local unit in compliance with any tax appeal rulings, or will make payments pursuant to Section 7 of this agreement.

8.3 Reduction of Property Assessments: If the Authority

- a.) incurs Costs on behalf of the Developer with respect to the Project, Site or Application and
- b.) the Developer initiates, participates in or supports any proceeding or process which results in a reduction of the tax increment capture for the Project from that projected and along the same term as contained within the Plan, the Developer indemnifies and will fully reimburse the Authority within 30 days of notification from the Authority as to the amount and the due date for all Costs as defined within the Plan, expenses or reduction in revenue from what was projected as the tax increment capture.

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

9.1 Project. At its sole expense, Developer shall use its best efforts to conduct the activities described in the Plan and construct the Project. The Developer intends to transform the 9.8 acre property with the construction of a 30,000-square-foot industrial building for an initial planned investment of \$1,400,000. The redevelopment of the Property shall commence no later than October 4, 2016_ and shall be completed no later than December 31, 2017. Under no circumstances shall the Authority have any responsibility or liability for remediation or redevelopment of the Property, or for conducting any "eligible activities" at the Property, except for its obligations under this Agreement to provide funds to the extent available as permitted in Paragraph 7 hereof with respect to payments from Tax Increment Revenues.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.5 The Developer terminates its existence.

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

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

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

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

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

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

17. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, or one day after being

sent by overnight courier, or three days after being mailed by registered mail, return receipt requested, to the following addresses (or any other address that is specified in writing by either party):

If to Developer: D&D Realty, Inc.
 PO Box 447
 Schoolcraft, MI 49087

 Metal Mechanics, Inc.
 350 S. 14th Street
 Schoolcraft, MI 49087

If to the Authority: Kalamazoo County Brownfield Redevelopment Authority
 201 W. Kalamazoo Avenue, Room 101
 Kalamazoo, Michigan 49007

With copy to: County Attorney

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

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

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

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

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

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

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

25. Definitions.

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

Witnesses:

KALAMAZOO COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY

By _____

Title _____

Date _____

D&D REALTY, LLC

By _____

Title _____

Date _____

METAL MECHANICS, INC

By _____

Title _____

Date _____

Brownfield Redevelopment Authority Fund 2010					Revenues	Expenditures		REV-EXP	BAL-YR	BAL-CUMUL	
1	Brownfield Redevelopment Authority Fund 2010										
7	BRA TOTAL 2010					129,618	3,876		125,742		
8	Brownfield Redevelopment Authority Fund 2011										
13	BRA TOTAL 2011					104,807	81,131		23,676	149,418	
14	Brownfield Redevelopment Authority Fund 2012										
21	BRA TOTAL 2012					103,091	61,190		41,901	191,319	
22	Brownfield Redevelopment Authority Fund 2013										
28	BRA TOTAL 2013					112,768	162,897		-50,129	141,190	
29											
30	Brownfield Redevelopment Authority Fund 247-2014					Revenues	Expenses	Encumb.	REV-EXP		
37	BRA ACTUAL TOTAL 2014 AS OF 01-02-2015					108,771	185,899	0	-77,128	-77,128	64,062
38											
39	BRA Fund 247 for 2015					Revenues	Expenses	Encumb.	REV-EXP		
40	County BRA (acct 247-000-)					10,250.00	66,137.66		-55,887.66		
41	Midlink local TIR tax (acct 247-001-420.00)					72,647.81	60,511.55		12,136.26		
42	Midlink school TIR tax (acct 247-001-420.01)					108,763.26	108,763.26		0		
43	General Mills local TIR (acct 247-004-420.00)					34,618.94	20,346.49		14,272.45		
44	General Mills school TIR (acct 247-004-420.01)					93,609.76	61,594		32,015.36		
45	Brown Family/Beckan Ind. (acct 247-002-420.00)*					13,463.93	10,958.76		2,505.17		
46	9008 Portage Road local TIR (acct 247-003-420.00)					679.61			680		
47	9008 Portage Road school TIR (acct 247-003-420.01)					577.09			577		
48	Corner @ Drake								0		
49	555 E. Eliza St. Local TIR (247-006-420.00)					220			220		
50	555 E. Eliza St. School TIR (247-006-420.01)					64			64		
51											
52	BRA ACTUAL TOTAL 2015 AS OF 2-08-2016					334,894.93	328,312.12	0	6,583	6,582.81	70,645
53											
54	BRA Fund 247 for 2016					Revenues	Expenses	Encumb.	REV-EXP		
55	County BRA (acct 247-000-)					12,500.00	48,803.81		-36,303.81		
56	Midlink local TIR tax (acct 247-001-420.00)					207,455.60	64,632.46		142,823.14		
57	Midlink school TIR tax (acct 247-001-420.01)					127,553.83	980.40		126,573.43		
58	General Mills local TIR (acct 247-004-420.00)					61,352.38	9,037.73		52,314.65		
59	General Mills school TIR (acct 247-004-420.01)					91,718.08			91,718.08		
60	Brown Family/Beckan Ind. (acct 247-002-420.00)*					14,285.18	6,479.70		7,805.48		
61	9008 Portage Road local TIR (acct 247-003-420.00)					679.69			679.69		
62	9008 Portage Road school TIR (acct 247-003-420.01)					573.52	72.00		501.52		
63	Corner @ Drake (247-005-420.00)					106,099.01	78,596.50		27,502.51		
64	555 E. Eliza St. Local TIR (247-006-420.00)					125.03			125.03		
65	555 E. Eliza St. School TIR (247-006-420.01)					192.63	32.00		160.63		
66	Blackbird Billiards										
67	BRA ACTUAL TOTAL 2016 AS OF 12-7-2016					622,534.95	208,634.60		413,900.35	413,900.35	484,544.87
68											
69	2016 Pending remaining of approved Work Orders										
70	WO#8 Portage (\$10,000+3500 appr 6-26 in WO#4 & 8)						25				
71	WO#17 - Gen Env. Consulting, Amend. #1						1,180.00				
72	WO#19 - Checker Motors MDEQ SSA grant application						2,735	\$1179 + \$58 application			
73	WO#24 - Kalamazoo West Prof. BF Plan						730				
74	WO#25 - Metal Mechanics 400 S. 14th Street						521.3	Amend. #1 added \$1,000			
75											
76	2016 Pending TIF Payments to Developers & other expenses										
77	Eliza St. 2015 TIF Hold for MDEQ Loan?						602				
78	State BF Fund for Portage Road							Paid \$72 to MI BF Fund			
79	State BF fund for Eliza Street							Paid \$32 to MI BF fund			
80	Nov. payment to Midlink (to date) - School taxes						107,316.58	Eligible remaining school			
81	Nov. payment to Midlink (to date) - local taxes						115,217.83	includes \$9,127.17 interest			
82	Nov. payment to General Mills (to date) - school taxes						110,974.93	includes \$19,256.85 of Midlink school			
83	Nov. Payment to General Mills (to date) - Local taxes						34,814.27				
84	Transfer Brownf to LSRRF - December 2016						6,314.00				
85	TOTAL						380,430.72		-380,431	104,114	
87											
88	Local Site Remediation Revolving Fund - Fund 643					Revenues	Expenditures		REV-EXP		
89	LSRRF (acct 643-000-699.53) - From 2014					7,417			7,417	7,417	
90	Transferred from Brown 7/6/2015					5,659			5,659	5,659	
91	Transferred from Brown 12/31/2015					5,299			5,299	5,299	
92	Transferred from Brown 8/2/2016					6,480			6,480	6,480	
93	Pending Transfer from Brown 12/15/16					6,314			6,314	6,314	
94	Fund 643 TOTAL									31,169	

95 MDEQ Loan - 555 Eliza Street - 247-900		Revenue	Expenses				
96	Receipt from MDEQ	150,000					
97	MDEQ Loan Contractual (247-900-808.00) - Nov. 2015 invoice		1,832.50				
98	Dec. 2015 Envirologic Invoice		7,269.32				
99	Dec. 2015 Envirologic Invoice 01877		5,528.42				
	End of 2015 total					14,630.24	
101	March 1 Envirologic Invoice 01948		363.75				
102	April 1 Envirologic Invoice 02091		1,140.00				
103	May 6 ET Invoice 02212		810.00				
104	May 13 Invoice 02313		5,831.25				
105	June 9 Invoice 02398		3,800.00				
106	July 14 Invoice 02515		1,046.25				
	Sept. invoice 02673		810.65				
	Sept. Invoice 02756		20,553.75				
	November Invoice 02881		5,213.75				
110	2016 total to date					39,569.40	
111	Total all Invoices		54,199.64		Remaining Balance of Loan		95,800.36

113 MDEQ Interest earned on Loan			
114	1st Qtr State Fiscal Year - end of 12/31/15	\$	33.26
115	2nd Qtr State Fiscal Year - end of 3/31/16	\$	50.07
116	3rd Qtr State Fiscal Year - end of 6/30/16	\$	43.20
117	4th Qtr State Fiscal Year - end of 9/30/16	\$	42.83
118	Total 1st State FY of MDEQ Loan	\$	169.36

121 MDEQ Grant - 555 Eliza Street 247-901

122	Total Grant available	\$ 200,000.00					
123	Reimbursement Qtr 3 - Admin for State FY Q1 and Q2		\$ 568.82				
124	Reimb. Qtr 4 - Administration		\$ 730.96				
125	Qtr. 4 Envirologic Invoice 2673		\$ 285.00				
126	Qtr. 5 Envirologic Invoice 2756		\$ 3,157.50				
127							
128							
129	Total grant requested for reimbursement		\$ 4,742.28				
130	Total Grant remaining					\$ 195,257.72	

Kalamazoo County Brownfield Redevelopment Authority Reimbursement Analysis Review

5200 E Cork Street Investors, LLC - Kalamazoo, MI

December 6, 2016

KCBRA		<u>State</u>	<u>Local</u>	<u>Total</u>
Expenditures				
Plan Related Expenses		\$ -	\$ 54,726.37	\$ 54,726.37
2010 Administration Expenses		\$ -	\$ 7,771.62	\$ 7,771.62
2011 County Cost Allocation		\$ -	\$ 911.20	\$ 911.20
2012 Administration Expenses		\$ -	\$ 6,137.22	\$ 6,137.22
2013 Administration Expenses		\$ -	\$ 23,490.91	\$ 23,490.91
2014 Administration Expenses		\$ -	\$ 12,136.26	\$ 12,136.26
2015 Administrative Expenses		\$ -	\$ 28,676.51	\$ 28,676.51
Subtotal KCBRA		\$ -	\$ 133,850.09	\$ 133,850.09
Payments				
	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
KCBRA	4/25/13	4/25/13	\$ -	\$ 16,590.37
KCBRA		2/10/14	\$ -	\$ 17,729.42
KCBRA		9/4/2014	\$ -	\$ 5,761.49
KCBRA		5/7/2015	\$ -	\$ 12,136.26
KCBRA		6/23/2016	\$ -	\$ 28,676.51
Subtotal KCBRA			\$ -	\$ 133,850.09
Remaining Balances after Payments				
Subtotal KCBRA			\$ -	\$ -
Developer		<u>State</u>	<u>Local</u>	<u>Total</u>
Expenditures				
<i>Interest Eligible Developer Expense</i>				
Due Care Activities:	Approved Reimbursement Request #1 - Nov 17, 2011	\$ 435,974.46	\$ -	\$ 435,974.46
BEA Activities:	No request for Reimbursement	\$ -	\$ -	\$ -
Due Care Activities:	Approved Reimbursement Request #1 - Nov 17, 2011	\$ -	\$ 393,513.49	\$ 393,513.49
Environmental Insurance:*	Approved Reimbursement Request #1 - Nov 17, 2011	\$ -	\$ 570,000.00	\$ 570,000.00
Contingencies:*	Approved Reimbursement Request #1 - Nov 17, 2011	\$ -	\$ 57,480.53	\$ 57,480.53
Brownfield Plan:	Approved Reimbursement Request #1 - Nov 17, 2011	\$ -	\$ 20,000.00	\$ 20,000.00
Total		\$ 435,974.46	\$ 1,040,994.02	\$ 1,476,968.48
<i>Non-Interest Eligible Expenses</i>				
	<i>Approved</i>	<i>Distributed</i>		
2011 Interest - 11/17/11 - 12/05/2011 + 12/06/11 - 12/31/2011			\$ -	\$ 5,234.14
2012 Interest - 1/1/12 - 11/20/2012 + 11/20/12 - 12/31/2012			\$ -	\$ 42,562.65
2013 Interest - 01/01/13 - 12/17/2013 + 12/17/2013 - 12/31/13			\$ -	\$ 41,063.90
2014 Interest - 01/01/14 - 12/01/2014+12/2/2014-12/31/14			\$ -	\$ 39,293.93
2015 Interest - 01/01/14-12/17/2015+12/17/15-12/31/2015			\$ -	\$ 37,616.48
Interest Payment 4/25/13	5/21/2013	\$ -	\$ (1,294.90)	\$ (1,294.90)
Interest Payment 11/21/13-11/21/2013	12/17/2013	\$ -	\$ (19,058.34)	\$ (19,058.34)
Interest Payment Less KRESA Payment (\$1,999.70)	12/1/2014	\$ -	\$ (11,146.68)	\$ (11,146.68)
Interest Payment 6/2015	6/16/2015	\$ -	\$ (6,515.87)	\$ (6,515.87)
Interest payment 12/22/2015	12/17/2015	\$ -	\$ (53,995.68)	\$ (53,995.68)
Interest payment 6/23/2016	6/23/2016	\$ -	\$ (64,632.46)	\$ (64,632.46)
Interest payment pending 12/15/16	12/15/2016	\$ -	\$ (9,127.17)	\$ (9,127.17)
Total	<i>Interest (3%) & Int Only Pmts:</i>	\$ -	\$ (0.00)	\$ (0.00)
Subtotal Developer		\$ 435,974.46	\$ 1,040,994.02	\$ 1,476,968.48

Non-Interest Payments		Approved	Distributed				
Developer		11/17/11	12/5/11	\$	52,184.44	\$	52,184.44
Developer		11/15/12	11/20/12	\$	53,819.03	\$	53,819.03
Developer		11/21/2013	12/17/2013	\$	56,533.55	\$	56,533.55
Developer		Nov 2014	12/1/2014	\$	56,377.20	\$	56,377.20
Developer Payment		12/22/2015	12/17/2015	\$	108,763.26	\$	108,763.26
Developer Payment			6/23/2016	\$	980.40	\$	980.40
Pending Developer Payment			12/15/16	\$	107,316.58	\$	107,316.58
Pending Developer Payment			12/15/16	\$		\$ 106,090.66	106,090.66
Subtotal Developer				\$	435,974.46	\$ 106,090.66	542,065.12
Remaining Balances after Payments							
Interest Eligible Subtotal				\$	-	\$ 934,903.36	934,903.36
Interest				\$	-	(0.00)	(0.00)
Subtotal Developer				\$	-	\$ 934,903.36	934,903.36

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

Total Remaining Balances of all Entities	\$	-	\$	934,903.36	\$	934,903.36
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\$	435,974.46	\$	106,090.66
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Total to Midlink pending through 12/31/16	\$	542,065.12
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Kalamazoo County Brownfield Redevelopment Authority Reimbursement Analysis Review

General Mills - 3800 Midlink Dr, Kalamazoo, MI 49048

December 6, 2016

KCBRA				<u>State</u>	<u>Local</u>	<u>Total</u>
Expenditures		<i>Estimate*</i>	Actual			
Phase I	\$	3,000.00	\$ 3,008.75	\$ 3,008.75	\$ -	\$ 3,008.75
Phase II	\$	15,900.00	\$ 15,909.01	\$ 15,909.01	\$ -	\$ 15,909.01
BEA/Due Care Plan	\$	5,000.00	\$ 4,991.25	\$ 4,991.25	\$ -	\$ 4,991.25
Act 381 Work Plan	\$	4,000.00	\$ 4,533.75	\$ 4,533.75	\$ -	\$ 4,533.75
Addl Assessment/Plan	\$	3,000.00	\$ 2,872.60	\$ 2,872.60	\$ -	\$ 2,872.60
			\$ 700.00	\$ 700.00		\$ 700.00
<i>Administrative</i>						
2014 Administrative Expenses					\$ 14,272.45	\$ 14,272.45
2015 Administrative Expenses					\$ 17,500.39	\$ 17,500.39
Subtotal KCBRA	\$	30,900.00	\$ 32,015.36	\$ 32,015.36	\$ 31,772.84	\$ 63,788.20
Payments		Approved	Distributed			
KCBRA			December 2015	\$ 32,015.36	\$ 14,272.45	\$ 46,287.81
KCBRA		Pending	12/15/2016		\$ 17,500.39	\$ 17,500.39
Subtotal KCBRA				\$ 32,015.36	\$ 31,772.84	\$ 63,788.20
Remaining Balances after Payments						
Subtotal KCBRA				\$ -	\$ -	\$ -

Developer				<u>State</u>	<u>Local</u>	<u>Total</u>
Expenditures		Approved				
Eligible Developer Expense	\$	2,014,435.00				
**Eligible Expense Cap amount	\$	1,800,000.00		\$ 1,048,500.00	\$ 751,500.00	\$ 1,800,000.00
Total				\$ 1,048,500.00	\$ 751,500.00	\$ 1,800,000.00
Subtotal Developer				\$ 1,048,500.00	\$ 751,500.00	\$ 1,800,000.00
Developer Payments						
		Approved	Distributed			
		12/17/15	12/28/15	\$ 61,594.40	\$ 20,346.49	\$ 81,940.89
		6/23/16	7/5/16		\$ 9,037.73	\$ 9,037.73
		Pending 12/15/16		\$ 91,718.08	\$ 34,814.27	\$ 126,532.35
Midlink School tax		Pending 12/15/16		\$ 19,256.85		\$ 19,256.85
Subtotal Developer				\$ 172,569.33	\$ 64,198.49	\$ 236,767.82
Remaining Balances after Payments						
Subtotal				\$ 875,930.67	\$ 687,301.51	\$ 1,563,232.18
Subtotal Developer				\$ 875,930.67	\$ 687,301.51	\$ 1,563,232.18

Total Remaining Balances of all Entities				\$ 875,930.67	\$ 687,301.51	\$ 1,563,232.18
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*Estimated in work orders

RESOLUTION CONSENTING TO INCLUSION OF THE CHARTER TOWNSHIP OF KALAMAZOO
IN THE KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

WITNESSETH:

WHEREAS, the Brownfield Redevelopment Financing Act, Public Act No. 381 of the Michigan Public Acts of 1996, as amended (the "Act"), authorized the creation of Brownfield Redevelopment Authorities in the State of Michigan; and

WHEREAS, pursuant to the Act, the Charter Township of Kalamazoo, herein referred to as "the TOWNSHIP", created a Brownfield Redevelopment Authority, herein referred to as the "TOWNSHIP BRA", in 1997; and

WHEREAS, the work of the TOWNSHIP's Brownfield Redevelopment Authority resulted in public benefits by creating a Brownfield Redevelopment Plan in December 1999 with assistance from Prein and Newhof and a plan update in May 2005 with assistance from McKenna Associates; and

WHEREAS, following the creation of the TOWNSHIP BRA, the Kalamazoo County Board of Commissioners established and provided for the operation of a Brownfield Redevelopment Authority, herein referred to as "the COUNTY BRA", pursuant to the Act; and

WHEREAS, the COUNTY BRA exercises its powers as provided by the Act is proposed to consist of all the property located in the boundaries of Kalamazoo County, subject to such changes as may hereafter be made pursuant to the Act, provided, however, that the Authority does not exercise its power over property located within the boundaries of any city, village or township located in Kalamazoo County unless such city, village or township has adopted a resolution concurring to the inclusion of such property; and

WHEREAS, the COUNTY BRA must receive the TOWNSHIP's approval to redevelop a specific brownfield site within the TOWNSHIP and be eligible for Tax Increment Funds; and

WHEREAS, the TOWNSHIP BRA and the COUNTY BRA have a history of cooperation, including circa 2005 the TOWNSHIP adopting a resolution in support of the COUNTY BRA's effort to secure a federal grant to fund brownfield redevelopment project, as well cooperating on two brownfield redevelopment sites within the TOWNSHIP; and

WHEREAS, the TOWNSHIP has determined that it is in its best interest to rely on the COUNTY BRA's significant resources, to permit the property located within its boundaries to be included in the COUNTY BRA.

WHEREAS, the TOWNSHIP will continue to seek opportunities to participate with the COUNTY BRA and will monitor activities of the COUNTY BRA.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The TOWNSHIP hereby agrees to opt into the COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (BRA), so that all property located within its boundaries shall be included under the COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY.
2. The TOWNSHIP hereby dissolves its previously created brownfield redevelopment authority.
3. The TOWNSHIP shall promptly file a certified copy of this Resolution with the COUNTY BRA.
4. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are hereby rescinded.

Motion was made by Donald D. Martin, supported by Mark E. Miller, to adopt the foregoing resolution.

Upon roll call vote the following voted "aye":

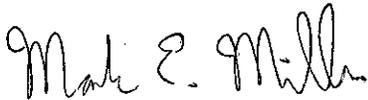
Supervisor Ronald E. Reid, Clerk Mark E. Miller, Treasurer Sherine M. Miller and Trustees Jeremy L. Hathcock, Nicolette Leigh, Steven C. Leuty, Donald D. Martin

NAYES: None

The resolution was thereupon declared adopted.

CERTIFICATION

I, hereby certify that the foregoing is a true and complete copy of a Resolution adopted by the Charter Township of Kalamazoo, County of Kalamazoo, State of Michigan, at a meeting held on November 28, 2016, and the original of which is on file in my office and available to the public. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 267 of the Michigan Public Acts of 1976.



Mark E. Miller

Charter Township of Kalamazoo Clerk