
KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

MEETING DATE: Thursday, October 27, 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 September 22, 2016
 5. Citizens Comments (*4 minutes each / Please state name and address*)
 6. Consent Agenda – Invoices
 - a. **\$ 566.25** – Envirologic related to WO#25 - Metal Mechanics
 - b. **\$ 70.00** – Envirologic related to WO#17 General Environmental
 - c. **\$11,509.90** – Staff 3rd Quarter Administrative Expenses (July-August)
 7. Discussion and/or Action Calendar
 - a. **Discussion/Action:** Jhamin LLC – 8212 Shaver Rd, Portage – request for assessment – EPA Grant Project – not currently expected to move to Brownfield Plan stage (low increment)
 - i. Project Application
 - ii. ET Work Order 4
 - b. **Discussion/Action:** WMU BTR Park 2.0
 - i. Part I and Part II Application
 - c. **Discussion/Action:** EPA Grant Presentation - Envirologic
 - i. Work Order 1 – QAPP
 - ii. Work Order 2 – Site Inventory and Prioritization
 - iii. Work Order 3 – Outreach and Programmatic
 - d. **Discussion/Action:** Metal Mechanics - additional funds for Due Care Compliance report, Phase I update, and BEA - Grant funds? – total cost estimate \$6,000 – TIF reimbursable (already in approved Brownfield Plan) – additional \$300 for Grant Eligibility and ACRES
 - e. **Discussion/Action:** MDEQ Loan/Grant 555 Eliza St.
 - i. **\$23,711.00** – Envirologic Invoice (\$20,553.75 Loan; \$3,157.50 Grant)
 - ii. **\$350.86** – Administrative Staff time 4th Qtr. MDEQ Grant and Loan (already submitted to MDEQ for reimbursement for end-of-year reporting)
 - iii. MDEQ 4th Quarter/End of State FY – Loan
 - iv. MDEQ 4th Quarter/End of State FY – Grant
 - f. **Discussion/Action:** Kalamazoo West Professional Center, 2425 S. 11th Street Development Agreement
 - g. **Discussion/Action:** State of Michigan Brownfield Redevelopment Fund Invoice - **\$104.00**
3 miles of SET for 2015 9008 Portage Road (\$72.00) and 555 E. Eliza St. (\$32.00)
 - h. **Discussion/Action:** Varnum Invoice - \$1,282.50
 - i. **Discussion/Action:** Staff Travel expenses
-

- i. Grover MEDA/IEDC Basic Economic Development Course - **\$464.81**
- ii. Grover General Mileage - **\$70.74**

j. **Discussion/Action:** 2017 Calendar

8. Financial Reports

- a. **Discussion:** Fund 247 and 643
- b. **Discussion:** 2016 Budget Amendments

9. Staff Report

- a. Potential new project Holiday Inn West Project Application – Functionally Obsolete Property
- b. Potential New Project in Vicksburg
- c. Project Updates – Vicksburg Mill

10. Committees - times dates and places

- a. Land Bank Report – Next Meeting December 8, 2016 – 8:30 a.m.
- b. Project/Finance Committee – Thursday, November 10, 2016, 4:00 p.m.
- c. Executive Committee – Friday, November 11, 2016, 8:30 a.m.
- d. PR/Media Committee –

11. Other

12. Board Member Comments

13. Adjournment

Next Meeting: 3rd Thursday – November 17, 2016 at 4pm (room 207a, County Admin Bldg)

PLEASE CALL 384-8112 OR EMAIL RAGROV@KALCOUNTRY.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, September 22, 2016
PLACE OF MEETING: County Administration Building
201 West Kalamazoo Avenue, Room 207a
TIME: 4:00 pm

MINUTES

Present: Julie Rogers, Thell Woods, James Spurr, Joe Agostinelli, Habib Mandwee, Christopher Carew, Ken Peregon, Andy Wenzel (*arrival at 4:27p.m.*)

Members Excused: Travis Grimwood, Douglas Milburn

Kalamazoo Township: George Cochran

Staff: Lotta Jarnefelt, Rachael Grover

Consultant: Jeff Hawkins

Recording Secretary: Zeña Vos and Rachael Grover

Community: 2

1. Chair Agostinelli called the meeting to Order at 4:00 p.m.
 2. Members Excused: Travis Grimwood, Douglas Milburn
 3. Approval of the Agenda: **Spurr moved and Peregon seconded the approval of the agenda. Motion Carried.**
 4. Approval of Minutes: **Woods moved and Mandwee seconded the approval of August 25, 2016 minutes. Motion Carried.**
 5. Citizens Comments: None
 6. Consent Agenda – Invoices
 - a. **\$1,932.50** – Envirologic related to WO#25 - Metal Mechanics
 - b. **\$70.00** – Envirologic related to WO#17 General Environmental

Peregon moved and Spurr seconded the approval of Consent Agenda. Motion Carried.
 7. Financial Reports
 - a. **Discussion:** Fund 247
Grover briefly explained the spreadsheet – Summer 2016 tax payments are coming in for Midlink parcels.
 8. Discussion and/or Action Calendar
 - a. **Discussion/Action:** Metal Mechanics – Village of Schoolcraft
 - i. Amendment #1 to WO#25 –\$1,000 addition to Work Order to complete additional Brownfield activities
Hawkins stated there is additional work to complete in getting the Brownfield Plan through the approval process.
Mandwee moved and Carew seconded the approval of the additional \$1,000 to Work Order #25. Motion Carried.
 - ii. County Board of Commission Resolution to approve Brownfield Plan and Public Hearing – October 4, 2016, 7:00 p.m.
The Developer will be present at the Public Hearing. Agostinelli may be attending.
 - b. **Discussion/Action:** MDEQ Loan/Grant 555 Eliza St., Village of Schoolcraft
 - i. \$1,150.65 – Envirologic Invoice - MDEQ Loan
-

Hawkins stated they are in the final sub-slab system design stage and will be meeting with the MDEQ.

Peregon moved and Spurr seconded the approval of Enviologic Invoice in the amount of \$1,150.65. Motion Carried.

ii. MDEQ 4th Quarter/End of State FY – Loan

Grover – The State needs the 4th Quarter Loan and Grant reports by Oct. 4th. It is an estimate at this point.

Rogers moved and Woods seconded the approval to authorize the staff to submit the MDEQ FY 2016 quarter loan report after the review and signed by the chair. Motion Carried.

iii. MDEQ 4th Quarter/End of State FY – Grant

MDEQ needs an estimate of any grant expenditures through the end of September.

Rogers moved and Mandwee seconded the approval to authorize the staff to submit the MDEQ FY 2016 4th quarter grant report after the review and signed by the chair. Motion Carried.

c. **Discussion/Action:** EPA Grant

i. Consultant Professional Services Contract

Agostinelli noted that the Executive Committee met and reviewed all the proposals submitted. Five out of the six proposal received were very competitive. The committee recommended selection of Enviologic Technologies due to clear understanding of Kalamazoo County needs and detailed community outreach approach for the EPA grant funding. The Executive Committee recommends awarding the EPA Assessment Grant Environmental Services Contract to Enviologic Technologies.

Spurr moved and Woods second the approval to award the EPA Grant Services Contract to Enviologic Technologies. Motion Carried.

The contractual part of the EPA grant is \$382,000 of the \$400,000 EPA Grant award. The remainder is for travel for Authority members to attend Brownfield Conferences and some supply costs.

County Legal Counsel reviewed the contract.

Wenzel arrival at 4:27 p.m.

d. **Discussion/Action:** Blackbird Billiards - Kalamazoo Twp: Development Agreement

Grover stated the Developer has signed the Agreement as presented in packet

George Cochran noted that the Development Agreement mentions the “City” and it should be changed to Township.

Spurr moved and Wenzel seconded the approval to authorize the Chair to sign the Development Agreement with initial to change “City” to Township where required. Motion Carried.

Grover is in contact with Zeigler at Midlink for placement of a KCBRA sign. Will also need one for Metal Mechanics. There are only 2 large signs. Need to get quote for additional signs.

- e. **Discussion/Action:** Varnum Invoice - \$1,296.75

Rogers and Spurr requested correction of May and July invoices. Staff will contact Varnum.

- f. **Discussion/Action:** Potential Project Requests – Committee meeting – Project and Finance

Project requests are coming in.

Rogers suggests using criteria when they do site prioritization as done in the past. Geographically, if there are a lot of projects coming in, to be equitable in the community and not concentrate in one area. Grover added one criteria already discussed in committee is the possibility project will generate TIF to leverage grant dollars.

Discussion also occurred regarding current fee structure for Project applications. Hawkins noted that using the fee to pay the activities that are not funded by the grant such as administrative staff time is acceptable. Rogers prefers Application fee structure remain the same.

Grover and Hawkins met with Maddie Jordan Woods. NACD has 2 potential projects for assessment dollars in the City of Kalamazoo. They were provided the Part I Application form.

Agostinelli stated in the short term, the immediate projects should use the current application and review as the applications come in. In the long term grant project applications require site prioritization.

9. Staff Report

- a. Project Updates

Redevelopment work is now in progress at 9008 Portage Road, Portage.

RAI Jets, Portage, has completed all documentation of Due Care that was required, their soil vapor system is in. Grover attended the open house.

- b. Tim Hudson has submitted his resignation and regrets resigning from the KCBRA Board but he will not be able to attend the next few board meetings and will be spending time out of town for several months.

Rogers stated they had ended the posting for the 2 Board positions but she has advised County Administration staff to leave it open for another 30 days from the day of Hudson's resignation. Policy is to post open positions for 30 days.

There are 6 applicants that are being scheduled for interviews. At this time, interviewing for 2 open positions. Interviews for the third position due to Hudson resignation will be scheduled for a later date.

10. Committees –

- a. Land Bank Report – Next Meeting October 13, 2016 – 8:30 a.m.

Rogers stated County Board Appointments Committee interviewed for the Land Bank.

They selected Heather Isch from LKF Marketing and member of the Land Bank's Nonprofit Vibrant Board.

- b. Project/Finance Committee – Possibly meeting in October.

Hawkins suggested maybe put together a presentation on a timeline and moving forward with the grant.

- c. Executive Committee – Not meeting this month
-

- d. PR/Media Committee – Outreach to realtors to make their clients aware.

Hawkins suggests a general meeting with the community including realtors. Additionally one meeting more focused on areas specified in grant. When done with prioritization, reconvene and have an open house style meeting.

- 11. Other – Discussion regarding working with City BRA on grant funded projects

Hawkins suggests joint working BRA session/lunch and learn with other Authorities in the county or just the City of Kalamazoo BRA and the KCBRA to discuss priorities.

- 12. Board Member Comments

- 13. Adjournment at 5:16 p.m.

Next Meeting: 4th Thursday – October 27, 2016 at 4pm (room 207a, County Admin Bldg)

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

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

Invoice number 02780
 Date 10/07/2016
 Project **160079 Metal Mechanics**

INVOICE: Through Sep 30, 2016

BROWNFIELD PLAN AND DATA REVIEW WORK ORDER #25

Professional Fees

	Hours	Rate	Billed Amount
Administrative Assistant Robyn E. Logelin Professional Services	0.50	50.00	25.00
Senior Project Manager David A. Stegink Professional Services	1.75	115.00	201.25
Project Scientist Therese M. Searles Professional Services	4.00	85.00	340.00
Phase subtotal			566.25
		Invoice total	566.25

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

Invoice number 02771
Date 10/07/2016
Project **150063 General Environmental Review
W.O. 17**

INVOICE: Through Sep 30, 2016

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

Professional Fees

	Hours	Rate	Billed Amount
Principal			
Jeffrey C. Hawkins			
Professional Services	0.50	140.00	70.00
		Invoice total	70.00

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



Department of Planning & Community Development

201 West Kalamazoo Avenue, Rm. 101 • Kalamazoo, Michigan 49007
 Phone: (269) 384-8112 • FAX: (269) 383-8920 • Email: LMJARN@kalcounty.com

INTER-OFFICE INVOICE

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

Invoice

Invoice No.	BRA-3-2016
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DATE	DUE DATE
10/18/16	--

DATE	DESCRIPTION	Cost	Qty	AMOUNT
10/18/16	2016 BRA administration hours County Pay Periods 8-13, 04/2/2016 - 06/24/2016 BRA General (247-000-808.11 Contractual Other)			
	Rachael Grover (369 hrs - 12 for MDEQ Grant = 357 hrs)	7,646.94	1	7,646.94
	Fringe Benefits 36.5%	2,791.13	1	2,791.13
	Lotta Jarnefelt (19 hours)	785.22	1	785.22
	Fringe Benefits 36.5%	286.61	1	286.61
THANK YOU! ☺		TOTAL --->		\$ 11,509.90



Scope of Services

Contract for Professional Services
Kalamazoo County Brownfield Redevelopment Authority
Applicable to Contract Dated September 22, 2016
Work Order No. 4 Dated October 19, 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: Jhamin, LLC/W.L. Molding, Shaver Road, Portage, MI
Funding Source: U.S. EPA Assessment Grant, Hazardous Substances, Task 3—Phase II ESAs and BEAs

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

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

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

Jeffrey C. Hawkins (269) 342-1100
Name (ENVIROLOGIC) Phone

Mr. Joe Agostinelli, Chair (269)-553-9588
Name (CLIENT) Phone

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

ACCEPTED AND AGREED TO:

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (CLIENT)

ENVIROLOGIC TECHNOLOGIES, INC.

By Joe Agostinelli
Title Chair

By Jeffrey C. Hawkins
Title President

Signature _____

Signature _____

Date _____

Date _____

I. Scope of Services

Jhamin LLC acquired the property in 2016. In early 2015, Jhamin LLC contracted with McDowell and Associates who performed a Phase I and II Environmental Site Assessment, Baseline Environmental Assessment and Due Care Documentation.

The existing data has shown that there are several specific conditions at the property which require attention:

1. The presence of volatile organic compounds (VOCs) beneath the slab of the building that pose a potential risk to indoor air quality
2. The presence of stained soil containing low levels of PCBs
3. A soil area containing benzo(a)pyrene
4. An area of historic dumping that is being eroded
5. Two vacant residential structures that are intended to be demolished

VOCs Beneath the Building Slab

Trichloroethylene and tetrachloroethylene were identified beneath the building in the soil gas. The levels detected beneath one area of the building exceeded screening levels that are considered to be protective of nonresidential indoor air environments. When the indoor air was tested, none of these compounds were detected. The existing data does not provide a full understanding of where these contaminants may exist beneath the building. It does provide a good indication, however, that the building slab, air exchange rates, and other factors may be providing enough of a barrier or dilution factor that employees are adequately protected from the subsurface contaminants.

As a manufacturer, W.L. Molding can utilize an “OSHA exemption” in Part 201 to achieve compliance with due care obligations related to potential indoor air inhalation risks. Essentially, W.L. Molding would treat the contaminants identified at the site as a hazardous substance in the workplace and incorporate these compounds into your employee right-to-know program. With data to demonstrate that these sub-slab contaminants are not in the workplace at unacceptable levels (i.e., below OSHA Permissible Exposure Levels), Jhamin LLC will be able to demonstrate to its employees that there is not an unacceptable exposure from the historical contamination at the property. While there are no guarantees as to what future testing results will reveal, Envirologic believes that the existing indoor air testing results have already demonstrated that this is a viable alternative.

Envirologic advises a program that demonstrates on an ongoing basis that indoor air quality continues to be acceptable with respect to the environmental contaminants found beneath the building slab. We advise an initial period of sampling on a monthly routine basis. This allows us to evaluate if there is an exposure risk and take action to initiate additional activities to more aggressively address this situation if appropriate. We advise a schedule for the indoor air sampling to consist of three sampling events over the next nine months.

We propose to collect several indoor air samples from several areas of the building. Specific sample locations will be determined during an initial walk-through, with the intent that different building additions will be sampled. Sampling would be through passive dosimeters allowed to

collect gases over a six-hour time period. The dosimeters would be analyzed by a certified laboratory for trichloroethylene and tetrachloroethylene. Results would be compared to OSHA Permissible Exposure Levels and a brief report of each sampling event will be generated. At the conclusion of the testing schedule presented above, we will provide Jhamin, LLC with recommendations for termination or continuance of the air monitoring.

PCB-Contaminated Soil

The *Documentation of Due Care Compliance* indicates that Jhamin LLC had decided to segregate an area where PCB contamination exists in a central portion of the property. The area of PCB-contaminated soil was not fully defined by the previous work and the western boundary of the impacted area is not defined. Envirologic proposes to collect two soil samples from the area for analysis of PCBs which will complete the delineation and allow the engineered barrier to be put into place.

Benzo(a)pyrene Contaminated Soil

One area was found to contain elevated levels of benzo(a)pyrene in soil. This location was described as a “fenced in area, pipe outfall”. Currently, the fence provides an adequate barrier to protect workers from the area of contamination. However, it is not known if the fenced area wholly contains the area of impact. Thus, Envirologic will collect four soil samples at the fenced boundary to evaluate benzo(a)pyrene concentrations.

Former Dump Area

An area has been identified on site as a former dumping area that received waste oil from the previous operator. This area of contamination was apparently excavated and “cleaned up” leaving a depression which is subject to significant erosion. This area was not assessed by the previous environmental study and it is uncertain as to the status of the cleanup. Envirologic proposes to review existing MDEQ data regarding the site to determine if this area was previously investigated and remediated. If information indicates no further action is required then Jhamin LLC can backfill the excavation and address the management of erosional issues in this area of the property.

Vacant Residences

Two vacant residences exist on the property. Jhamin LLC intends to possibly demolish both structures. There is significant water intrusion in the buildings and reportedly mold or other conditions have made entry into the structures a hazard. Envirologic proposes to complete a hazardous building materials survey to identify asbestos-containing materials and other hazardous building components that need to be removed prior to demolition. Proper evaluation of air conditions and personal protective equipment as needed will be deployed to complete the survey safely.

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.

Indoor Air Monitoring/Revision of Documentation of Due Care Compliance	
Project Management (Eligibility, Sampling and Analysis Plan)	\$ 1,500
Field Staff	\$ 1,000
Sampling Equipment, Lab Analyses	\$ 8,000
Reporting	\$ 2,500
Subtotal	\$ 13,000

Soil Sampling Activities	
Sampling and Analysis Plan, Health and Safety	\$ 500
Field Staff	\$ 1,200
Lab Analyses	\$ 725
Reporting	\$ 1,500
Field Equipment	\$ 200
Subtotal	\$ 4,125

Former Dump Area	
Professional Staff (Inspection, Data Evaluation, etc.)	\$ 1,500

Asbestos and Hazardous Building Materials Survey	
Project Management (Sampling and Analysis Plan, Safety)	\$ 1,000
Field Staff	\$ 2,000
Sampling Equipment, Lab Analyses	\$ 500
Reporting	\$ 2,500
Subtotal	\$ 6,000
ESTIMATED PROJECT COSTS	\$ 24,625

III. Schedule

Work performed under this Work Order will be initiated upon authorization to proceed as directed by the KCBRA. Prior to commencing field activities, it will be necessary to have approval from U.S. EPA of the Quality Assurance Project Plan (QAPP) and a Sampling and Analysis Plan for this specific site. Once these are in place, field work can begin. We anticipate the initial work activities will be completed within six weeks following U.S. EPA approvals. The additional scheduled air monitoring activities will be completed over the next nine months.



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:

Business Information

2 Name of Applicant:

3 Business Address:

4 Business Telephone Number:

5 Contact Person(s) & Title:

6 Contact Person(s) Telephone Number:

7 Contact Person(s) Fax Number:

8 Contact Person(s) Email Address:

9 Entity Type:

Proprietorship	<input type="checkbox"/>
Partnership	<input type="checkbox"/>
Corporation	<input type="checkbox"/>
Other (specify)	<input checked="" type="checkbox"/> Institution of Higher Education

10 Describe nature and history of business:

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

Proposed Project Site Information

12 Address(es) (if known):

13 Tax IDs:

14 Present Owner(s):

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?

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

19 Is access to site permitted? No Yes /permission

20 Project Type:

New	<input checked="" type="checkbox"/>
Relocation	<input type="checkbox"/>
Expansion	<input checked="" type="checkbox"/>
Rehabilitation	<input type="checkbox"/>

21 Project Size:
 Parcel Size (acres):
 Existing building area (sq ft):

New building area (sq ft):

22 Project timeline (proposed or actual):
 Start date: Completion Date:

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

Business Plan	<input type="text"/>	Financial Commitments	<input type="text" value="x"/>
Market Analysis	<input type="text"/>	Environmental Information/Reports	<input type="text" value="x"/>
Architectural/Site Plans	<input type="text" value="x"/>		

Tax Base Information

24 Total Investment Anticipated:
 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 type="text" value="x"/>	Phase II ESA	<input type="text" value="x"/>
BEA	<input type="text"/>	Due Care	<input type="text" value="x"/>
Hazardous Materials Building Surveys (asbestos and Lead)	<input type="text"/>	Clean-up Planning	<input type="text" value="x"/>
Additional Response Activities	<input type="text"/>	Demolition	<input type="text" value="x"/>
Lead and Asbestos Abatement	<input type="text"/>	Site Preparation (City of Kalamazoo, City of Portage)	<input type="text" value="x"/>
Infrastructure Improvements	<input type="text" value="x"/>		

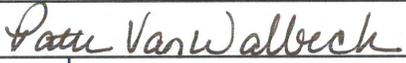
26 Current State Equalized Value:

27 Estimated State Equalized Value after Project Completion:

28 Full Time Equivalent (FTE) Employees:
 FTE Jobs Retained: FTE Jobs Created:

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		Date	<input type="text" value="10/17/2016"/>
Title	Associate Vice President for Business and Finance		
Direct office or cell number	269-387-2365		
Fax number	(269) 387-2356		
Email address	patti.vanwalbeck@wmich.edu		

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

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY
PART I PROJECT APPLICATION

Kalamazoo County, through its Brownfield Redevelopment Authority (Authority), is able to potentially provide various types of financial support on redevelopment projects throughout Kalamazoo County. This Part I Application has been developed for interested parties requesting potential Brownfield funding on a redevelopment project within Kalamazoo County. Project funding will be considered by the Authority on a case-by-case basis considering the merits of the proposed project. Criteria for project consideration will include local unit of government support, evaluating potential for re-investment, job creation, availability and condition of infrastructure, environmental issues at the site and other benefits to the community. All Grant funded approved activities will be conducted by the County's authorized environmental consultant. **There is no fee for a Part I Application.**

Interested parties are encouraged to contact the Authority staff to discuss the potential project, the applicability of the program and to understand the application process. There is a two part application with the Part I Application providing details of the project including business information, proposed project site and details, tax-base information, timing requirements, etc. A general discussion with the Authority staff and the applicant will ensue. Based on the merits of the project, Authority staff will recommend completion of a Part II Application and/or review by the Authority's Committees.

Should the applicant be encouraged to complete and submit a Part II Application, an application fee will be required according to the following Fee Schedule (*Kalamazoo County accepts credit cards*):

- For projects under \$100,000 investment, the fee will be \$500.
- For projects between \$100,000 and \$500,000, the fee shall be \$1,250.
- For projects over \$500,000 investment, the fee shall be \$2,500.

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

All Part II Applications must include a conditional reimbursement agreement should the overall project development not occur. It is Exhibit A as part of the Part II Application.

Both the application (and the Conditional Reimbursement Agreement) can be found on the KCBRA website:

<http://www.kalcounty.com/directory/boards/brownfield.htm>

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

Please submit your completed Part I Application, along with a cover letter that provides general information about your project, to the Kalamazoo County Brownfield Redevelopment Authority, in care of Lotta Jarnefelt at the address listed on the Part I Application. The Proposed Part I Project Application must be complete and submitted with your cover letter.

Depending on the stage of your project, information may be preliminary or developing. Please provide as much information as you can at this time. Please make sure you inform us of your project timeline requirements or flexibility so that we can relate them to Authority timelines and funds available to determine if potential assistance can be offered which will meet your deadlines.

Based on a review of your completed Part I Application, we will contact you within ten (10) business days to discuss the next

steps in the process or if we need additional information. At the meeting when your request is heard you should be present; you will be advised of that date.

**KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY
PART II PROJECT APPLICATION**

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

1 Date of Application:

Business Information

2 Name of Applicant:
 3 Business Address:

 4 Business Telephone Number:
 5 Contact Person(s) & Title:
 6 Contact Person(s) Telephone Number:
 7 Contact Person(s) Fax Number:
 8 Contact Person(s) Email Address:

Proposed Project Site Information

9 Address(es) (if known):
 10 Tax IDs:
 11 Project timeline (proposed or actual):
 Start date: Completion Date:
 12

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

Business Plan	<input type="text" value="0"/>	Financial Commitments	<input type="text" value="x"/>
Market Analysis	<input type="text" value="0"/>	Environmental Information/Reports	<input type="text" value="x"/>
Architectural/Site Plans	<input type="text" value="x"/>		

Project Team

Bank/Financing:
 Legal Counsel:
 Environmental Consultant:
 Architect:
 Construction Management:
 Other:

Proposed Brownfield Funding Requested

13 Total Investment Anticipated:	\$	15,000,000.00
Land:	\$	-
New Construction/Site Improvements:	\$	1,547,006.00
Eligible Brownfield Activities (Specify below):	\$	552,994.00
Other: EDA Grant	\$	2,098,000.00
Brownfield: Phase I \$1500, Phase II \$8755, Due Care \$42,739, Soil mgt \$500,000		
Total Capital Investment:	\$	4,198,000.00

Funding Sources Requested:

Kalamazoo County Brownfield Redevelopment Authority
Authority Grant/Loan Funding:
Brownfield Plan and Act 381 Work Plan(s):
Other Funding: **EDA Grant**

\$	552,994.00
\$	2,098,000.00

Michigan Department of Environmental Quality
Brownfield Redevelopment Grant:
Brownfield Redevelopment Loan:
Brownfield Assessment:

yes
yes

Michigan Economic Development Corporation
Community Revitalization Program Loan and/or Grant:
Business Development Program Loan and/or Grant:

\$	-
\$	-

Total Brownfield Funding Requested:

\$	2,650,994.00
----	--------------

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.

14 Do you intend on or anticipate appealing the property taxes for this project site?

No	<input checked="" type="checkbox"/>
Yes	<input type="checkbox"/>

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	<i>Patti VanWalbeck</i>	Date	10/17/2016
Title	Associate Vice President for Business and Finance		
Direct office or cell number	269-387-2365		
Fax number	(269) 387-2356		
Email address	patti.vanwalbeck@wmich.edu		

If you have questions regarding the application, please contact:

Kalamazoo County Government
Lotta Jarnefelt, Director
Department of Planning and Community Development
201 W. Kalamazoo Avenue, Room 101
Kalamazoo, MI 49007

Office Phone: 269-384-8112
Email: lmjarn@kalcountry.com
Office Fax: 269-383-8920

Revised 5/28/2015

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

Budget and Invoice Summary

Number		Budget Estimates			Actual					Project	
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	\$ -	\$ -	\$ 2,500.00	\$ -	\$ 2,500.00	
160360	2	Site Inventory and Prioritization	4,000.00	2,000.00	2,000.00	-	-	2,000.00	-	2,000.00	
160361	3	Outreach and Programmatic	5,000.00	2,500.00	2,500.00	-	-	2,500.00	-	2,500.00	
160362	4	Jhamin LLC - WL Molding Co	24,625.00	24,625.00	-	-	-	24,625.00	-	-	
		Envirologic Subtotal	\$ 38,625.00	\$ 31,625.00	\$ 7,000.00	Envirologic Subtotal	\$ -	\$ -	\$ 31,625.00	\$ -	\$ 7,000.00
		Budgeted Contractual Grant Funds Remaining	\$ 343,375.00	\$ 159,375.00	\$ 184,000.00						
		Budgets Returned from Under Budget Projects									
		Subtotal Under Budget Projects		\$ -	\$ -						
		Available Contractual Budget Remaining		\$ 159,375.00	\$ 184,000.00						

Kalamazoo County Brownfield Redevelopment Authority
2016 EPA Assessment Grant Budget and Invoice Summary
Project 160355
QAPP
Work Order #1

Project #	Site/Phase	Budget Estimates			Invoice #	Date	Actual			Notes
		Total	Hazardous Substance	Petroleum			Invoice Amount	Hazardous Substance	Petroleum	
160355	QAPP - Work Order #1	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00						
Project Total		<u>\$ 5,000.00</u>	<u>\$ 2,500.00</u>	<u>\$ 2,500.00</u>	Project Total	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>		

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

Project #	Site/Phase	Budget Estimates			Actual				Notes
		Total	Hazardous Substance	Petroleum	Invoice #	Date	Invoice Amount	Hazardous Substance	
160360	Site Inventory and Prioritization Work Order #2	\$ 4,000.00	\$ 2,000.00	\$ 2,000.00					

Project Total \$ 4,000.00 \$ 2,000.00 \$ 2,000.00

Project Total \$ - \$ - \$ -

Budget Remaining \$ 4,000.00 \$ 2,000.00 \$ 2,000.00

Kalamazoo County Brownfield Redevelopment Authority
2016 EPA Assessment Grant Budget and Invoice Summary
Project 160361
Outreach and Programmatic Expenses
Work Order #3

Project #	Site/Phase	Budget Estimates			Invoice #	Date	Actual			Notes
		Total	Hazardous Substance	Petroleum			Invoice Amount	Hazardous Substance	Petroleum	
160361	Outreach and Programmatic Expenses Work Order #3	\$ 5,000.00	\$ 2,500.00	\$ 2,500.00			\$ -	\$ -	\$ -	

Project Total \$ 5,000.00 \$ 2,500.00 \$ 2,500.00

Project Total \$ - \$ - \$ -

Budget Remaining \$ 5,000.00 \$ 2,500.00 \$ 2,500.00

Notes:

1. Total contractual budget for grants is \$5,000 for each grant. Envirollogic is proposing to initially utilize \$2,500 from each grant. Additional funding requests will be made as needed by amendment to work order.

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

Project #	Site/Phase	Budget Estimates			Actual				Notes
		Total	Hazardous Substance	Petroleum	Invoice #	Date	Invoice Amount	Hazardous Substance	
160362	Jhamin, LLC - WL Molding Site, Portage, MI Work Order #4								
	Indoor Air Monitoring/Revision of DDCC	\$ 13,000.00	\$ 13,000.00	\$ -					
	Subtotal					\$ -	\$ -	\$ -	
	Soil Sampling Activities	4,125.00	4,125.00	-					
	Subtotal					\$ -	\$ -	\$ -	
	Former Dump Area	\$ 1,500.00	\$ 1,500.00	-					
	Subtotal					\$ -	\$ -	\$ -	
	Asbestos and Hazardous Building Materials	\$ 6,000.00	\$ 6,000.00	-					
	Subtotal					\$ -	\$ -	\$ -	
	Project Total	\$ 24,625.00	\$ 24,625.00	\$ -					
	Project Total					\$ -	\$ -	\$ -	
	Budget Remaining					\$ 24,625.00	\$ 24,625.00	\$ -	



Scope of Services

Contract for Professional Services
Kalamazoo County Brownfield Redevelopment Authority
Applicable to Contract Dated September 22, 2016
Work Order No. 1 Dated October 20, 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: Preparation of Quality Assurance Project Plan
Funding Source: U.S. EPA Assessment Grant, Hazardous Substances, Task 3—Phase II ESAs and BEAs

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

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

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

Jeffrey C. Hawkins (269) 342-1100
Name (ENVIROLOGIC) Phone

Mr. Joe Agostinelli, Chair (269)-553-9588
Name (CLIENT) Phone

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

ACCEPTED AND AGREED TO:

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (CLIENT)

ENVIROLOGIC TECHNOLOGIES, INC.

By Joe Agostinelli
Title Chair

By Jeffrey C. Hawkins
Title President

Signature
Date

Signature
Date

I. Scope of Services

Work performed under this Work Order shall include development of a Quality Assurance Project Plan, a pre-QAPP conference call, communications as needed with U.S. EPA staff to develop and affirm the quality and content of the QAPP, client communications, and miscellaneous expenses related to the development of the document.

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.

QAPP

Subtotal	\$	5,000
ESTIMATED PROJECT COSTS.....	\$	5,000

This cost can be split evenly between the Hazardous Substances Grant and the Petroleum Grant.

III. Schedule

Work performed under this Work Order will be completed as expeditiously as possible with the anticipated submittal of the Draft QAPP to EPA within 45 days from approval of Agreement for Services.





Scope of Services

**Contract for Professional Services
Kalamazoo County Brownfield Redevelopment Authority
Applicable to Contract Dated September 22, 2016
Work Order No. 2 Dated October 20, 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: Site Inventory and Prioritization
Funding Source: U.S. EPA Assessment Grant, Hazardous Substances, Task 1—Site Inventory**

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

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

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

Jeffrey C. Hawkins (269) 342-1100
Name (ENVIROLOGIC) Phone

Mr. Joe Agostinelli, Chair (269)-553-9588
Name (CLIENT) Phone

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

ACCEPTED AND AGREED TO:

KALAMAZOO COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY (CLIENT)

ENVIROLOGIC TECHNOLOGIES, INC.

By Joe Agostinelli
Title Chair

By Jeffrey C. Hawkins
Title President

Signature _____
Date _____

Signature _____
Date _____

I. Scope of Services

It was decided that limited funds would be allocated to this task since many of the sites both for petroleum and hazardous substances have been inventoried using the County’s previous Assessment Grant funds, State databases, and other information. As part of this project, the database will be updated based on new state databases, meeting with the target communities and soliciting potential sites through a site survey questionnaire. This information will ultimately be organized in an easily understood and useable format.

We anticipate holding and facilitating up to 4 meetings to accomplish the following goals:

- Initially educate and inform the general community about Brownfields;
- Upon soliciting additional site within the target communities, convening a Prioritization Task Force that will develop a prioritization scheme for the inventoried sites;
- A third meeting will be held by the Task Force to conduct the prioritization process utilizing a unique “scorecard” based on the prioritization scheme previously developed;
- Finally, a fourth meeting will be held for the entire County to review the results of the prioritization process and discuss a strategy for assessing the sites.

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.

Site Inventory and Prioritization Process

Subtotal	\$	4,000
ESTIMATED PROJECT COSTS.....	\$	4,000

This cost can be split evenly between the Hazardous Substances Grant and the Petroleum Grant.

III. Schedule

Work performed under this Work Order will be completed as expeditiously as possible anticipating that the process will be completed within the 2nd quarter of EPA fiscal year 2017 (January –March).





Scope of Services

Contract for Professional Services
Kalamazoo County Brownfield Redevelopment Authority
Applicable to Contract Dated September 22, 2016
Work Order No. 3 Dated October 20, 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: Community Outreach and Programmatic
Funding Source: U.S. EPA Assessment Grant, Hazardous Substances, Task 5—Community Outreach and Programmatic

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

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

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

Jeffrey C. Hawkins (269) 342-1100
Name (ENVIROLOGIC) Phone

Mr. Joe Agostinelli, Chair (269)-553-9588
Name (CLIENT) Phone

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

ACCEPTED AND AGREED TO:

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (CLIENT)

ENVIROLOGIC TECHNOLOGIES, INC.

By Joe Agostinelli
Title Chair

By Jeffrey C. Hawkins
Title President

Signature _____

Signature _____

Date _____

Date _____

I. Scope of Services

Envirologic intends on using the Community Outreach and Engagement and Community Plan for the 2016 EPA Brownfield Assessment Grant application as a basis for outreach and engagement efforts. Envirologic envisions that the first outreach meetings will involve a general introduction to the community regarding brownfields and the grant resources. These outreach meetings as outlined in the Site Inventory and Prioritization section will continue soliciting sites, creating a Task Force to create a prioritization scheme that will culminate in an updated and prioritized site inventory.

Further engagement may involve the creation of a Site Reuse Team that will primarily focus on properties within the targeted Northside Neighborhoods and Pitcher and King Highway Corridors. Working with residents, the NACD, Township Officials, business owners, the MDEQ, EPA, etc., the KCBRA, with Envirologic's assistance, will help the community create action plans for sites that most affect their community goals and have the greatest positive impact. These meetings provide an excellent opportunity to work with the Technical Assistance to Brownfield Communities (TAB) group. Additionally, knowing the health issues that brownfields can cause in these target areas, Envirologic has communicated with Laurel Berman of the Agency for Toxic Substances and Disease Registry for assistance in implementing their Action Model. ATSDR is willing to support the KCBRA and the affected communities by working with diverse members of the community to find ways to make health a part of the renewal process.

Concurrent with the above noted outreach efforts, Envirologic envisions holding other educational sessions to inform the development community, i.e., lenders, developers, realtors, of the available resources and tools through the KCBRA. Much of this information will also be developed to be shared electronically, in print and through social media. Envirologic will assist with the development of tools, programs and events to educate, inform, and celebrate the successes of the projects. Some of these efforts may include:

- Fact sheet and brochure development informing the public about the Authority and available grant funds (multi-lingual)
- Project information fact sheets which outline the use of grant funds and the successful outcomes of projects
- Develop PowerPoint and other presentation materials
- Write and circulate Press Releases
- Present and facilitate educational presentations to various committees, community groups, boards, and business sectors
- Develop presentation materials, and attend Public and Municipal Meetings and Hearings
- Communicate and meet with Grant Partners to further educate their staff and constituents
- Facilitate a bus or trolley tour to showcase grant-funded sites, allowing the recipients to introduce their businesses.
- Community open houses and receptions
- Create re-usable project site signs to identify the project support from the U.S. EPA and BRA
- "Gold-plated" shovels and logo hard-hats for groundbreaking ceremonies
- Develop Dashboards that summarize the successful implementation of the grants

- Support creation of website materials

All outreach documents and presentations can be created in a format that is easily transferable to the County’s website. Our Computer Assisted Drafting (CAD) staff along with the Project Community Outreach Coordinator Pam Jackson, are available to create and generate specialty outreach materials and large-format display materials for meetings, booths, and other venues.

The Assessment Grant has several **Programmatic** requirements including quarterly and annual reports, budget reports, property profiles, etc. Envirologic intends on preparing reporting formats and guides to effectively and efficiently manage these routine tasks. Envirologic is prepared to provide immediate support of the Cooperative Agreement by completing the following activities:

- Prepare and maintain all U.S. EPA and KCBRA schedules and timelines as required and directed
- Preparation of Quarterly Reports and Property Profile Sheets through U.S.EPA’s Assessment, Cleanup and Redevelopment Exchange System (ACRES) for review by the KCBRA’s staff and ultimate submittal to U.S.EPA Region 5.
- Develop and maintain spreadsheets with cost accounting data for each project site
- Identification of potential Disadvantaged Business Enterprises (DBEs) in the community that can provide support services and report to U.S. EPA on the use of DBEs.
- Develop and distribute routine status reports and support materials
- Develop marketing/promotional materials for the KCBRA, and potential sites
- Other activities deemed necessary by the KCBRA
- Technical Review of Brownfield Plans, Work Plans and Report recommendations.

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.

The Grant Work Plan budget estimated \$5,000 per grant for a total budget of \$10,000 for contractual support for these activities. Envirologic is proposing to initially utilize \$5,000 of the budget to complete these tasks as directed by the KCBRA. As funds and activities occur which may require additional funding, Envirologic will present amendments to this work order to the KCBRA for approval.

Community Outreach and Programmatic Activities

Subtotal	\$	5,000
ESTIMATED PROJECT COSTS.....	\$	5,000

This cost can be split evenly between the Hazardous Substances Grant and the Petroleum Grant.

III. Schedule



Work performed under this Work Order will be completed as directed by the KCBRA during the term of the grants. At a minimum, programmatic activities to insure compliance with the Cooperative Agreement will be completed according to the schedules outlined by EPA.

H:\Projects\Projects_K\Kalamazoo County\Brownfield Redevelopment Authority\2016 EPA Assessment Grants\Work Order 3 - Community Outreach and Programmatic.docx





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 02756
 Date 10/04/2016
 Project **150366 555 E. Eliza Street, Work Order #21**

INVOICE: Through Sep 30, 2016

VAPOR TRANSMISSION PILOT STUDY - MDEQ LOAN

Professional Fees

	Date	Hours	Rate	Billed Amount
Project Manager				
Paul D. French				
Professional Services				
	09/06/2016	4.00	95.00	380.00
	09/07/2016	4.50	95.00	427.50
	09/08/2016	7.00	95.00	665.00
	09/09/2016	7.00	95.00	665.00
	09/12/2016	8.00	95.00	760.00
	09/13/2016	8.00	95.00	760.00
	09/14/2016	1.00	95.00	95.00
	09/22/2016	1.75	95.00	166.25
	09/23/2016	2.00	95.00	190.00
	09/26/2016	8.00	95.00	760.00
	09/28/2016	4.00	95.00	380.00
	09/29/2016	1.75	95.00	166.25
	Subtotal	57.00		5,415.00
Senior Project Manager				
David A. Stegink				
Professional Services				
	09/07/2016	1.00	105.00	105.00
David G. Bohan				
Professional Services				
	09/21/2016	1.00	105.00	105.00
	Phase subtotal			5,625.00



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 02756
 Date 10/04/2016

SUB-SLAB DEPRESSURIZATION SYSTEM INSTALLATION - MDEQ GRANT

Professional Fees

	Date	Hours	Rate	Billed Amount
CAD Designer/Drafter				
Michelle A. Bell				
Professional Services				
	09/06/2016	1.50	90.00	135.00
	09/08/2016	1.00	90.00	90.00
	09/12/2016	1.50	90.00	135.00
	09/13/2016	5.50	90.00	495.00
	09/14/2016	4.00	90.00	360.00
	09/15/2016	1.00	90.00	90.00
	09/19/2016	0.50	90.00	45.00
	09/20/2016	4.00	90.00	360.00
	09/21/2016	4.00	90.00	360.00
	09/22/2016	4.50	90.00	405.00
	Subtotal	27.50		2,475.00

Senior Project Manager
 David G. Bohan
 Professional Services

	09/15/2016	0.50	105.00	52.50
	09/16/2016	2.00	105.00	210.00
	09/18/2016	2.00	105.00	210.00
	09/26/2016	1.00	105.00	105.00
	09/27/2016	1.00	105.00	105.00
	Subtotal	6.50		682.50
	Phase subtotal			3,157.50

REMOVAL OF HAZARDOUS MATERIALS - MDEQ LOAN

Professional Fees

Senior Project Manager
 David A. Stegink
 Professional Services

	Date	Hours	Rate	Billed Amount
	09/09/2016	0.50	105.00	52.50
	09/13/2016	0.25	105.00	26.25
	Subtotal	0.75		78.75

Subcontractor

Subcontractor
 Northern A-1 Services, Inc.

	Units	Rate	Billed Amount
	1.00	14,850.00	14,850.00
	Phase subtotal		14,928.75



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 02756
Date 10/04/2016

Invoice total **23,711.25**

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



PO Box 1030
 Kalkaska, Michigan 49646
 www.northerna1.com
 Phone (231) 258-9961
 Fax (231) 258-9971

9.14.16
 bmg ✓

Invoice 21972

Bill to: Enviologic Technologies, Inc. 2960 Interstate Parkway Kalamazoo, MI 49048	Job: 160142 555 Eliza St. MI	OK DAS Kalamazoo County BRA 150366 D-Removal of Haz. Materials
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Invoice #: 21972 Date: 08/29/16	Customer P.O. #:
Payment Terms: Upon Receipt	
Customer Code: 11371	

Remarks: Test Pitting - 555 Eliza St.

Quantity	U/M	Description	Unit Price	Extension
08/29/2016				
1.000	EA	Services Per Bid	13500.0000	13,500.00
Provide equipment/personnel for turn key for the lab pack of chemicals located at 555 E. Eliza St.				
Subtotal:				13,500.00
Total:				13,500.00

APPROVED BY _____
 CLIENT CODE _____
 PROJECT NO _____
 ACTIVITY CODE _____



Department of Planning & Community Development

201 West Kalamazoo Avenue, Rm. 101 • Kalamazoo, Michigan 49007
 Phone: (269) 384-8112 • FAX: (269) 383-8920 • Email: LMJARN@kalcounty.com

INTER-OFFICE INVOICE

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

Invoice

Invoice No.	BRA-3GR-2016
-------------	--------------

DATE	DUE DATE
10/04/16	--

DATE	DESCRIPTION	Cost	Qty	AMOUNT
10/04/16	2016 BRA MDEQ Grant and Loan administration hours County Pay Periods 14-?, 06/25/2016-9/30/2016 BRA General (247-901-992.00 Administrative Expenses) Rachael Grover (12 hours)	257.04	1	257.04
	Fringe Benefits 36.5%	93.82	1	93.82
THANK YOU! ☺		TOTAL --->		\$ 350.86

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 Kalamazoo West Professional Center, LLC, whose address is 9524 S. 10th Street, Schoolcraft, MI 49087 (the "Developer").

RECITALS

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

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

WHEREAS, the Authority and the County have designated certain properties that have conditions of environmental contamination, blight or 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 2425 S. 11th Street in Oshtemo Township (the "Property") and legally described on the attached Exhibit A.

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

WHEREAS, Developer intends to redevelop an obsolete building located at 2425 S. 11th Street into a 4-unit retail commercial space including the headquarters of Kalamazoo Mortgage and Kalamazoo Insurance Agency (the "Project"). The remaining two units will be leased to a financial advisory firm and residential inspection company. The redevelopment of this property supports the business expansion of Kalamazoo Mortgage, Kalamazoo Insurance, and the additional tenants and it restores and updates utilities to the building structure. Total investment in the Project is expected to be \$1.8 Million, retaining 32 jobs and creating 10-20 full time equivalent jobs at this location. The redevelopment will increase the property tax base within Kalamazoo County.

WHEREAS, the Project will require the Developer to incur Eligible Costs associated with certain Eligible Activities including asbestos surveys, environmental due diligence, asbestos abatement and demolition, which may require the services of various contractors, engineers, environmental consultants, attorneys and other professionals.

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 City, 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 15 years. With an additional five years designated for the Local Site Remediation Revolving Fund (LSRRF) only for a total of 20 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, and site preparation 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 15 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: Kalamazoo West Professional Center, LLC

Delivered to the following address: 9524 S. 10th Street
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 to demolish the interior of the existing building on the Property and construct the Project. The Developer intends to transform the obsolete building into a 4-unit commercial development. The new investment planned for this site includes the complete demolition of the building interior, including addressing structural integrity concerns, and the removal and replacement of obsolete lighting, electrical, and mechanical systems for an initial planned investment of \$1.8 Million. The redevelopment of the Property shall be completed no later than December 31, 2016. 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: Kalamazoo West Professional Center, LLC
9524 S. 10th 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 _____

Kalamazoo West Professional Center, LLC

By  _____

Title Member _____

Date 10/19/16 _____

October 10, 2016

Rachael A. Grover
County of Kalamazoo BRA
201 West Michigan
Kalamazoo, MI, 49007

Invoice: INV-0000022

Dear Rachael A. Grover,

Legislative changes occurred on December 28, 2012, permitting the State of Michigan to collect 3 out of the 6 mill State Education Tax annually on new Act 381 Work Plan projects to provide future funding for Brownfield Grants and Loans. The County of Kalamazoo BRA had Work Plan projects approved by the Michigan Strategic Fund (MSF) and/or the Department of Environmental Quality (DEQ) after January 1, 2013.

Project Information is listed below:

Project Name	Site Number	Annual Report Metric Number	Amount Due
9008 Portage Road	SITE-00000563	M-0000093891	\$72.00
555 E. Eliza Street	SITE-00001351	M-0000094244	\$32.00
Total Amount Due			\$104.00

Please remit payment of above total amount within **60 days** of the date of this invoice. The Amount Due is calculated directly from information entered in the Portal, and submitted by your jurisdiction. If you feel the Amount Due is not accurate, please contact MEDC Brownfield Staff at brownfield@michigan.org or (517) 373-6213, to adjust your reporting.

VARNUM LLP

ATTORNEYS AT LAW

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

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

FRED SCHUBKEGEL

FLSCHUBKEGEL@VARNUMLAW.COM

DIRECT DIAL 269/553-3514

Kalamazoo County Department of Planning
and Community Development
Attn: Ms. Rachael Grover
201 W. Kalamazoo Avenue
Kalamazoo, MI 49007

RE: GENERAL
Matter Number: 338050
Invoice Number: 985979
Invoice Date: October 12, 2016



LEGAL SERVICES RENDERED:

<u>Date</u>	<u>Description/Services Rendered By</u>	<u>Hours</u>	<u>Amount</u>
05/13/16	Call with J. Agostinelli re. using TIF capture at Midlink. Related internal work session. Fred Schubkegel	0.75	213.75
05/13/16	Briefly review materials re use of tax increment revenues from one parcel to be used to pay eligible expenses on another parcel. Office conference re same. (No Charge; Client Courtesy) Susan M. Wyngaarden	0.00	0.00
05/25/16	Conference call with J. Agostinelli, S. Wyngaarden re. using TIF to pay down General Mills obligation. Related preparation and follow-up. Fred Schubkegel	0.50	142.50
05/25/16	Review Brownfield Plan and Development Agreement re TIF capture issues. Conference call with Mr. Agostinelli and Attorney Schubkegel re same. (No Charge; Client Courtesy) Susan M. Wyngaarden	0.00	0.00
07/21/16	Review file re brownfield matter. Susan M. Wyngaarden	0.25	71.25

October 12, 2016
Invoice No. 985979
Matter No. 338050
Page 2

07/22/16	Review Act 381 work plan. E-mail to Mr. Agostinelli re same. (No Charge; Client Courtesy) Susan M. Wyngaarden	0.00	0.00
08/03/16	Conference call with J. Agostinelli re. Midlink question. (No Charge; Client Courtesy) Fred Schubkegel	0.00	0.00
08/03/16	Review brownfield statutes, Brownfield Plan, Work Plan and Development Agreement re use of tax increment revenues from Industrial Park to pay for activities at 3800 Midlink Drive. Conference call with Mr. Agostinelli re same. E-mail to Mr. Agostinelli to confirm conversation. Susan M. Wyngaarden	3.00	855.00

TOTAL FEES FOR SERVICES	\$1,282.50
TOTAL THIS INVOICE	\$1,282.50
TOTAL PAYMENT DUE	\$1,282.50

<u>Time Summary</u>	<u>Avg. Rate</u>	<u>Hours</u>	<u>Amount</u>
Fred Schubkegel	285.00	1.25	356.25
Susan M. Wyngaarden	285.00	3.25	926.25
TOTALS		4.50	1,282.50

VARNUM^{LLP}

ATTORNEYS AT LAW

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

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

FRED SCHUBKEGEL

FLSCHUBKEGEL@VARNUMLAW.COM

DIRECT DIAL 269/553-3514

Kalamazoo County Department of Planning
and Community Development
Attn: Ms. Rachael Grover
201 W. Kalamazoo Avenue
Kalamazoo, MI 49007

RE: GENERAL
Matter Number: 338050
Invoice Number: 985979
Invoice Date: October 12, 2016

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

Services	1,282.50
TOTAL THIS INVOICE	\$1,282.50
TOTAL DUE	\$1,282.50 =====

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

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

All services are subject to the Services and Billing memorandum, which can be found at www.varnumlaw.com/service-and-billing.



COUNTY OF KALAMAZOO TRAVEL EXPENSE FORM 2016 M&IE and Mileage

Employee Name Rachael Grover		Vendor #	Date Submitted Oct 27, 2016
Street Address		Department: Planning	
City, State, Zip Code Kalamazoo, MI 49008		Period Covered From: Sep 12, 2016	Period Covered To: Sep 15, 2016

Date	Activity Type	Indicate Meals Claimed B <input type="checkbox"/> L <input type="checkbox"/> D <input type="checkbox"/>			Explanation (All M&IE listed must include location)	Amount	
						Travel	Training
09-12-2016	Lodging	B <input type="checkbox"/>	L <input type="checkbox"/>	D <input type="checkbox"/>			75.00
09-12-2016	M&IE (Overnight)	B <input checked="" type="checkbox"/>	L <input checked="" type="checkbox"/>	D <input checked="" type="checkbox"/>			44.25
09-13-2016	Lodging	B <input type="checkbox"/>	L <input type="checkbox"/>	D <input type="checkbox"/>			75.00
09-13-2016	M&IE (Overnight)	B <input type="checkbox"/>	L <input checked="" type="checkbox"/>	D <input checked="" type="checkbox"/>			46.00
09-14-2016	Lodging	B <input type="checkbox"/>	L <input type="checkbox"/>	D <input type="checkbox"/>			75.00
09-14-2016	M&IE (Overnight)	B <input type="checkbox"/>	L <input checked="" type="checkbox"/>	D <input checked="" type="checkbox"/>			46.00
09-15-2016	M&IE	B <input type="checkbox"/>	L <input checked="" type="checkbox"/>	D <input type="checkbox"/>			15.00
		B <input type="checkbox"/>	L <input type="checkbox"/>	D <input type="checkbox"/>			
		B <input type="checkbox"/>	L <input type="checkbox"/>	D <input type="checkbox"/>			
		B <input type="checkbox"/>	L <input type="checkbox"/>	D <input type="checkbox"/>			

Date	Description (include point to point traveled and purpose of trip)	Mileage	
		Travel	Training
09-12-2016	Mileage Kalamazoo to Okemos Conf. Centr, MEDA/IEDC Economic Development Course	82.0	
09-15-2016	Return trip Okemos Conference Center to Kalamazoo	82.0	

<p>I HEREBY CERTIFY THAT ALL ITEMS OF EXPENSE INCLUDED IN THIS STATEMENT WERE INCURRED IN THE DISCHARGE OF AUTHORIZED OFFICIAL BUSINESS; THAT THE AMOUNTS ARE CORRECT; THAT PROPER DOCUMENTATION HAS BEEN SUBMITTED; AND THAT THEY REPRESENT PROPER CHARGES AGAINST THE COUNTY.</p>	Total Mileage	164.0
	Travel Account 247-000-860.00	88.56
	Training Account 247-000-956.00	376.25
	Total Due	464.81

Employee Signature _____
Date

Authorized Signature _____
Date



Comfort Inn (MI306)

2187 University Park Drive
Okemos, MI 48864
(517) 347-6690
gm.MI306@choicehotels.com

Account: 477617102

Date: 9/15/16

Room: 100 GROUP~

Arrival Date: 9/12/16

Departure Date: 9/15/16

Check In Time: 9/12/16 4:01 PM

Check Out Time:

Rewards Program ID:

You were checked out by:

You were checked in by: kkelly

Total Balance Due: 0.00

Grover, Rachael
MEDA FALL CONFERENCE
none
Kalamazoo, MI 49008

Post Date	Description	Comment	Amount
9/12/16	Room Charge	#100 Grover, Rachael	75.00
9/12/16	Occupancy Tax		5.25
9/12/16	State Tax		4.50
9/13/16	Room Charge	#100 Grover, Rachael	75.00
9/13/16	Occupancy Tax		5.25
9/13/16	State Tax		4.50
9/14/16	Room Charge	#100 Grover, Rachael	75.00
9/14/16	State Tax		4.50
9/14/16	Occupancy Tax		5.25
9/15/16	Master Card		(254.25)

XXXXXXXXXXXX745

Folio Summary 9/11/16 - 9/14/16

Room Charge	225.00
State Tax	13.50
Occupancy Tax	15.75
Master Card	(254.25)
Balance Due:	0.00

DRAFT - PUBLIC NOTICE

OF

**BROWNFIELD REDEVELOPMENT AUTHORITY (BRA) and
ECONOMIC DEVELOPMENT CORPORATION (EDC)**

The Kalamazoo County Brownfield Redevelopment Authority (BRA) conducts regular meetings on the fourth Thursday of each month (unless otherwise noted) at 4:00 p.m. The meetings are held in Room 207 of the Kalamazoo County Administration Building, 201 W. Kalamazoo Avenue, Kalamazoo.

The Economic Development Corporation (EDC) meets following the BRA meetings four times a year.

The BRA and EDC will meet on the following dates in 2017:

January 19, 2017 (<i>Note: 3rd Thursday</i>)	EDC 1 st quarter meeting
February 23, 2017	
March 23, 2017	
April 27, 2017	EDC 2 nd quarter meeting & annual meetings
May 25, 2017	
June 22, 2017	
July 27, 2017	EDC 3 rd quarter meeting
August 24, 2017	
September 28, 2017	
October 26, 2017	EDC 4 th quarter meeting
November 16, 2017 (<i>Note: 3rd Thursday</i>)	
December 21 or 28?, 2017 (<i>Note: 3rd Thursday</i>)	

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

	Revenues	Expenditures		REV-EXP	BAL-YR	BAL-CUMUL
Brownfield Redevelopment Authority Fund 2010						
BRA TOTAL 2010	129,618	3,876		125,742	125,742	
Brownfield Redevelopment Authority Fund 2011						
BRA TOTAL 2011	104,807	81,131		23,676	23,676	149,418
Brownfield Redevelopment Authority Fund 2012						
BRA TOTAL 2012	103,091	61,190		41,901	41,901	191,319
Brownfield Redevelopment Authority Fund 2013						
BRA TOTAL 2013	112,768	162,897		-50,129	-50,129	141,190
Brownfield Redevelopment Authority Fund 247-2014						
BRA ACTUAL TOTAL 2014 AS OF 01-02-2015	108,771	185,899	0	-77,128	-77,128	64,062
BRA Fund 247 for 2015						
County BRA (acct 247-000-)	10,250	66,138		-55,887.66		
Midlink local TIR tax (acct 247-001-420.00)	72,647.81	60,511.55		12,136.26		
Midlink school TIR tax (acct 247-001-420.01)	108,763.26	108,763		0		
General Mills local TIR (acct 247-004-420.00)	34,618.94	20,346.49		14,272.45		
General Mills school TIR (acct 247-004-420.01)	93,609.76	61,594		32,015.36		
Brown Family/Beckan Ind. (acct 247-002-420.00)*	13,463.93	10,958.76		2,505.17		
9008 Portage Road local TIR (acct 247-003-420.00)	679.61			680		
9008 Portage Road school TIR (acct 247-003-420.01)	577.09			577		
Corner @ Drake				0		
555 E. Eliza St. Local TIR (247-006-420.00)	220			220		
555 E. Eliza St. School TIR (247-006-420.01)	64			64		
BRA ACTUAL TOTAL 2015 AS OF 2-08-2016	334,895	328,312.12	0	6,583	6,582.81	70,645
BRA Fund 247 for 2016						
County BRA (acct 247-000-)	7,500	34,389.81		-26,890		
Midlink local TIR tax (acct 247-001-420.00)	207,279.72	64,632.46		142,647		
Midlink school TIR tax (acct 247-001-420.01)	127,381.23	980.40		126,401		
General Mills local TIR (acct 247-004-420.00)	61,352.38	9,037.73		52,315		
General Mills school TIR (acct 247-004-420.01)	91,718.08			91,718.08		
Brown Family/Beckan Ind. (acct 247-002-420.00)*	13,107.23	6,479.70		6,628		
9008 Portage Road local TIR (acct 247-003-420.00)	679.69			680		
9008 Portage Road school TIR (acct 247-003-420.01)	573.52			574		
Corner @ Drake (247-005-420.00)	106,099.01	78,596.50		27,503		
555 E. Eliza St. Local TIR (247-006-420.00)	125.03			125		
555 E. Eliza St. School TIR (247-006-420.01)	192.63			193		
Blackbird Billiards						
BRA ACTUAL TOTAL 2016 AS OF 10-12-2016	616,008.52	194,116.60		421,892	421,891.92	492,536
2016 Pending remaining of approved Work Orders						
WO#8 Portage (\$10,000+3500 appr 6-26 in WO#4 & 8)		25				
WO#17 - Gen Env. Consulting, Amend. #1		1,845.00				
WO#19 - Checker Motors MDEQ SSA grant application		2,735	\$1179 + \$58 application			
WO#24 - Kalamazoo West Prof. BF Plan		730				
WO#25 - Metal Mechanics 400 S. 14th Street		1248.05	Amend. #1 added \$1,000			
2016 Pending TIF Payments to Developers & other expenses						
Eliza St. 2015 TIF Hold for MDEQ Loan?		602				
State BF Fund for Portage Road		72				
State BF fund for Eliza Street		34				
Nov. payment to Midlink (to date) - School taxes		126,401	Eligible remaining school \$107,317			
Nov. payment to Midlink (to date) - local taxes		113,970				
Nov. payment to General Mills (to date) - school taxes		91,718	+ \$19,084 of Midlink school			
Nov. Payment to General Mills (to date) - Local taxes		34,815				
Transfer Brownf to LSRRF - November 2016		5,136				
TOTAL		379,331.05			-379,331	113,205
Local Site Remediation Revolving Fund - Fund 643						
LSRRF (acct 643-000-699.53) - From 2014	7,417			7,417		7,417
Transferred from Brown 7/6/2015	5,659			5,659		5,659
Transferred from Brown 12/31/2015	5,299			5,299		5,299
Transferred from Brown 8/2/2016	6,480			6,480		6,480
Fund 643 TOTAL						24,855

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				
107	2016 total to date					12,991.25	
108	Total all Invoices		27,621.49		Remaining Balance of Loan		122,378.51

110	MDEQ Interest earned on Loan		
111	1st Qtr State Fiscal Year - end of 12/31/15	\$	33.26
112	2nd Qtr State Fiscal Year - end of 3/31/16	\$	50.07
113	3rd Qtr State Fiscal Year - end of 6/30/16	\$	43.20
114	4th Qtr State Fiscal Year - end of 9/30/16	\$	42.83
115	Total 1st State FY of MDEQ Loan	\$	169.36

118	MDEQ Grant - 555 Eliza Street 247-901						
119	Total Grant available	\$ 200,000.00					
120	Reimbursement Qtr 3 - Admin for State FY Q1 and Q2		\$ 568.82				
121	Reimb. Qtr 4 <i>Pending</i> - Administration		\$ 730.96				
122	Qtr. 4 Envirologic Invoice 2673 - <i>Pending</i>		\$ 285.00				
123	Qtr. 5 Envirologic Invoice 2756 - <i>Pending</i>		\$ 3,157.50				
124							
125							
126	Total grant requested for reimbursement		\$ 4,742.28				
127	Total Grant remaining						\$ 195,257.72