
KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

MEETING DATE: Thursday, December 18, 2014
PLACE OF MEETING: County Administration Building
201 West Kalamazoo Avenue, 207a
TIME: 4:00 pm

MINUTES

Present: Julie Rogers, Ken Peregon, Thell Woods, Andy Wenzel, Travis Grimwood, Joe Agostinelli, Tim Hudson, Anne Summerfield

Members Excused: Christopher Carew, Habib Mandwee, James Spurr

Kalamazoo Township: George Cochran

Staff: Lee Adams, Rachael Grover

Consultant: Jeff Hawkins

Recording Secretary: Zeña Vos

Community: 2

1. Chair Agostinelli called the meeting to Order at 4:07 p.m.
2. Members Excused: Christopher Carew, Habib Mandwee, James Spurr
3. Approval of the Agenda: Agostinelli added item 3a to introduce the new KCBRA staff member. **Hudson moved and Summerfield seconded the approval of the agenda as amended. Motion Carried.**

3a. Introducing a Guest

Agostinelli introduced Rachael Grover, the new BRA Staff.

Grover gave a brief introduction including her professional experience and education. Her official start date is December 29, 2014.

4. Approval of Minutes: **Woods moved and Peregon seconded the approval of November 22, 2014 minutes. Motion Carried.**
5. Citizens Comments: None made.
6. Financial Report and Administrative Expenses
 - a. **Discussion:** 2014 Year to Date
Adams briefly explained the spreadsheet included in the packet. The year-to-date balance is almost negative \$90,000; this mostly stems from the large number of projects the BRA has supported this year. The total unencumbered cash in the Brownfield Fund is roughly \$62,000.
 - b. **Envirologic Invoices:**
 - i. #00631: Corner @ Drake - \$202.50
Hawkins indicated that the work order for the Corner @ Drake project was exhausted.
 - ii. #00595: 555 E Eliza St - \$12,491.68
This invoice work includes Phase I, Phase II, BEA, Brownfield plan activities. To date expenses roughly total \$17,000, with a remaining balance of \$38,000
 - iii. #00596: General Consulting WO - \$280.00
This invoice covers general consulting activities with staff. Total budget: \$2,500, expenses to date: \$1,820.00

Woods moved and Hudson seconded approval of Enviologic Technologies invoice numbers: 00631 (\$202.50), 00595 (\$12,491.68) and 00596 (\$280.00). Motion Carried.

c. SMPC Invoice:

i. #34052-1:Oct-Nov: - \$2,618.24

The invoice and supplemental information outlines the work performed by SMPC/Lee Adams in October and November.

Wenzel moved and Rogers seconded the approval of payment for SMPC Invoice #34052-1 in the amount of \$2,618.24. Motion Carried.

7. Discussion and/or Action Calendar

a. Discussion/Action – 555 Eliza

i. Brownfield Plan Approval Update

Agostinelli stated the Plan was approved by Schoolcraft Village, and also approved by the County Board on December 16th. The County Board was complimentary of the BRA's work.

ii. DEQ Grant/Loan

Hawkins gave an update on the potential MDEQ grant/loan. The discussed total was \$350,000. Hawkins indicated that the KCBRA was given a formal invitation to submit an application. The board wanted ET to submit the application on its behalf.

Rogers moved and Peregon seconded to authorize Enviologic Technologies to submit an application to the MDEQ for a grant and/or loan.

iii. Development Agreement

The board discussed edits to the Development Agreement.

b. Discussion/Action – Corner @ Drake

i. Development Agreement

Agostinelli gave an overview of the discussion between KCBRA representatives and the developer's representatives.

The developer requested a \$5,000 per year cap on Administrative Expenses collected through tax increment revenues generated at the Corner @ Drake site. A potential cap was discussed in committees.

Discussion ensued.

The board felt that the proposed cap on Administrative Expenses collected through tax increment revenues generated at the Corner @ Drake site was reasonable.

Wenzel moved and Woods seconded to authorize the Chair to execute the Development Agreement as presented upon receipt of a signed copy from the developer. Motion Carried.

c. Discussion/Action – Clausing (1819 and 2019 N Pitcher St)

i. Application

Agostinelli stated that Jaime Clark is pursuing the purchase of the Clausing properties. The Land Bank, the County and the City of Kalamazoo previously worked together to acquire and demolish the building on property located to the south of the Clausing property. Clark is looking for another property in the City to serve as a hub for logistic operations.

ii. Work Order #16

Hawkins stated that previous work revealed significant contaminant issues beneath the building. Based on the previous data, a Phase I and BEA is needed. Sub slab soil gas sampling is needed in some locations as well. The estimated cost for all of the work is \$20,800.

The board does not anticipate receiving tax increment revenues from the site. Therefore, the board wanted to limit its contribution to the site assessment costs to conform with its policy.

Peregon moved and Rogers seconded the approval of the Clousing application and Work Order #16 with a cap of \$10,000. Motion Carried.

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

i. Eligible Expense – the table is included in the packet

Adams and Hawkins gave an overview of the expenses and the need to approve them. Hawkins also stated that Tippmann submitted expenses in excess of the \$1,830,900.00 cap. He advised the board to approve all expenses but only reimburse up to the cap (or ten years of TIR), this would offer the authority some flexibility within the MDEQ proscribed categories. The development agreement governs the reimbursement process.

Woods moved and Summerfield seconded approval of the eligible expenses presented. Motion Carried.

e. **Discussion/Action** – EPA Grant(s) Update

i. Approval of Application

Hawkins stated that the application for assessment grants is complete; he is only waiting on letters of support.

Peregon moved and Hudson seconded to authorize the chair to sign and to Enviologic Technologies to submit the application. Motion Carried.

f. **Discussion/Action** – 2015 Meeting Schedule

i. Approval of the 2015 Meeting Public Notice

Rogers moved and Hudson seconded approval of 2015 KCBRA meeting schedule as presented. Motion Carried.

8. Staff Reports

a. New Staff

Board members introduced themselves to the new KCBRA staff member, Rachael Grover.

b. Signs – Total cost: \$648.41

Staff noted that the signs were finished and in possession of staff.

9. Committees - times dates and places

a. Land Bank Report–

b. Woods stated that Balkema was voted the President of Michigan Association of Land Banks. The Land Bank is building additional 10 units at Prairie Garden. The Land Bank sold several properties. The River View Launch project is progressing very well.

c. Project/Finance Committee – verbal report, meeting schedule Thursday, Jan. 8th, 4:00 pm

d. Executive Committee – verbal report, meeting schedule Friday, Jan 9th, 8:30 am

e. PR/Media Committee –

Rogers stated she had been working with Alex Mitchell from MLive to increase KCBRA coverage. He will be working with staff and the chair to write about BRA Projects

undertaken in the past two years. She suggested that members create an MLive account so they can comment and share the article when it is released.

Rogers also mentioned that the EPA conference in Chicago is coming up next year. She felt that a few members should attend.

10. Other

Woods shared that he is now the President and Treasurer of the Crowd Funding Professional Association.

11. Board Member Comments

Agostinelli mentioned a big announcement for the region. A pork processing plant in Coldwater was announced. The project will spur a \$252 million investment and create 810 jobs. This was one of the biggest non-auto related announcements in years.

The State is completely reorganizing Economic Development, work force development and housing development. They are creating a Super Agency who will oversee the MEDC, MSHDA, Unemployment, etc. It will be run by the Economic Developer Steve Arwood, currently COO of MEDC.

Rogers mentioned a potential project for the EDC.

12. Adjournment @ 5:18 p.m.

Next Meeting: 4th Thursday – January 22, 2015 at 4pm (room 207a, County Admin Bldg)

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

IF YOU ARE UNABLE TO ATTEND THE MEETING

Brownfield Redevelopment Authority Fund 2010				Revenues	Expenditures		REV-EXP	BAL-YR	BAL-CUMUL
County BRA		125,000		3,876			121,124		
Midlink local TIR tax		0		0			0		
Midlink school TIR tax		0		0			0		
Brown Family holdings/Beckan Industries		4,618		0			4,618		
BRA TOTAL 2010		129,618		3,876			125,742	125,742	
Brownfield Redevelopment Authority Fund 2011				Revenues	Expenditures		REV-EXP		
County BRA		22,268		22,166			102		
Midlink local TIR tax		17,531		6,631			10,900		
Midlink school TIR tax		52,184		52,184			0		
Brown Family holdings/Beckan Industries		12,824		150			12,674		
BRA TOTAL 2011		104,807		81,131			23,676	23,676	149,418
Brownfield Redevelopment Authority Fund 2012				Revenues	Expenditures		REV-EXP		
County BRA		0		6,173			-6,173		
Midlink Contractual Other				287			-287		
Midlink Indirect Costs				911			-911		
Midlink local TIR tax		35,424		0			35,424		
Midlink school TIR tax		53,819		53,819			0		
Brown Family holdings/Beckan Industries		13,848		0			13,848		
BRA TOTAL 2012		103,091		61,190			41,901	41,901	191,319
Brownfield Redevelopment Authority Fund 2013				Revenues	Expenditures		REV-EXP		
County BRA		4,500		85,905			-81,405		
Midlink Contractual Other		0		105			-105		
Midlink local TIR tax		38,015		20,353			17,662		
Midlink school TIR tax		56,534		56,534			0		
Brown Family holdings/Beckan Industries		13,719		0			13,719		
BRA TOTAL 2013		112,768		162,897			-50,129	-50,129	141,190
Brownfield Redevelopment Authority Fund 247-2014				Revenues	Expenses	Encumbrances	REV-EXP		
County BRA (acct 247-000-) PO 9853		4,250		54,201		1,573	-51,523		
Midlink local TIR tax (acct 247-001-420.00)		34,638		11,147			23,491		
Midlink school TIR tax (acct 247-001-420.01)		56,377		56,377			0		
Brown Family/Beckan Ind. (acct 247-002-420.00)*		12,286		7,417		* trsfr to LSRRF	4,870		
9008 Portage Road local TIR (acct 247-003-420.00)		602		0			602		
9008 Portage Road school TIR (acct 247-003-420.01)		618		0			618		
LSRRF (acct 643-000-699.53)		7,417					7,417		
BRA ACTUAL TOTAL 2014 AS OF 01-02-2015		116,188		129,141		1,573	-14,526	-14,526	126,664
2014 Pending remaining of approved Work Orders									
WO#3 Kartar (\$11,400 approved in WO#1 & 3)				0			Project complete		
WO#6 GenMills (\$32,400 approved in WO#2 & 6)				1,085					
WO#8 Portage (\$10,000+3500 appr 6-26 in WO#4 & 8)				3,473					
WO#5 Lake St (\$12,000 approved in WO#5)				0			Project complete		
WO# 10 Corner@Drake (\$4,000 approved in WO#10)				28					
WO#11 A ChemLink Ph I(\$6,000 approved in WO#11 A)				199					
WO#11 B ChemLink Ph II (\$8,000 approved in WO#11 B)				0			(Ph II not needed)		
WO#11 C ChemLink Plan (\$7,000 approved in WO#11 C)				0			(No BRA Plan will be done)		
WO#14 A CMS/555 E Eliza st Ph I, BEA, Due care				0					
WO#14 B CMS/E Eliza st Ph II				0					
WO#14 C CMS/E Eliza st BRA Plan				3,000					
WO#15 CMS/E Eliza st Indoor Air sampling				146					
WO#15 CMS/E Eliza st Additional Soils Gas sampling (if needed)				29,000					
WO#15 CMS/E Eliza st Asbestos Survey				6,500					
WO#13 US EPA Brownfield Grant application				3,000					
WO#16 CMS-Clausing (amend WO appr 12/18/14)				10,000					
TOTAL				56,430				-56,430	70,234



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

Invoice

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

Invoice No.	BRA-4-2014
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DATE	DUE DATE
12/26/14	--

DATE	DESCRIPTION	Cost	Qty	AMOUNT
12/26/14	2014 BRA administration hours County Pay Periods 22-26, 10/04/2014--12/26/2014 BRA General (247-000-808.11 Contractual Other)			
	Lotta Jarnefelt (50 hrs)	1,981.47	1	1,981.47
	Fringe Benefits 36.5%	723.24	1	723.24
THANK YOU! ☺		TOTAL --->		\$ 2,704.71

**Kalamazoo County, Michigan
Cost Allocation Plan
Based On The Year Ended December 31, 2013
Allocated Costs By Department**

Detail

Central Service Departments	Browfield Redevel	Emerg Prep Bio	Swift & Sure	Homeland Sec. Gl.	Haz Mat Team	ROD Automation	Local Corr. Offc.
Building Use Charge	0	0	0	627	0	0	0
Equipment Use Charge	0	0	0	0	0	0	0
Insurance	0	357	55	6,103	0	191	0
Insurance - Property	0	0	0	188	0	0	0
Termination Payoff	0	844	0	(769)	0	385	0
Finance Department	881	4,678	2,919	5,134	1,093	6,271	766
Building & Grounds	0	0	0	2,453	0	0	0
Utilities	0	0	0	1,898	0	0	0
Security	0	0	0	0	0	0	0
County Administration Dept	0	523	81	678	0	280	0
Information Systems	0	2,147	0	1,073	0	8,586	0
Legal Services Department	0	303	47	393	0	162	0
Human Resources	0	831	129	1,076	0	445	0
Treasurer	171	351	130	253	167	2,730	172
Health & Comm. Serv.	0	11,183	0	0	0	0	0
Nazareth Facility	0	2,860	0	0	0	0	0
CSA,MCHD,HPDP	0	10,452	0	0	0	0	0
Total Allocated	1,052	34,529	3,361	19,107	1,260	19,050	938
Roll Forward	0	0	0	0	0	0	0
Cost With Roll Forward	1,052	34,529	3,361	19,107	1,260	19,050	938
Adjustments	0	0	0	0	0	0	0
Proposed Costs	1,052	34,529	3,361	19,107	1,260	19,050	938



All Monetary Values Are \$ Dollars
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Report Output Prepared By Agency

W.E. Upjohn Institute for Employment Research

EIN: 38-1360419

300 South Westnedge Avenue

Kalamazoo, Michigan 49007-4686

Phone (269) 343-5541 FAX (269) 343-3308

Business Office FAX (269) 343-7310

Kalamazoo County Brownfield Redevelopment Authority
Attn: Lotta Jarnefelt, Room 101
201 W. Kalamazoo Ave
Kalamazoo, MI 49007

INVOICE NO.	34052-2
PERIOD	12/1/14 - 12/31/14

REF-PCN	34052
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INVOICE

Kalamazoo County Brownfield Redevelopment Authority - Staffing Services

10/15/14-TBD
Contract Amount: N/A
Lee Adams

	Contract	Cost to Date	Flat Fee	Balance
	Cost-Current		Budget	
	<u>12/1/14 - 12/31/14</u>			
Staffing Time	\$ 1,999.50	4,515.00	N/A	1,999.50
Other Actual Costs	\$ 111.04	213.78	N/A	111.04
Total Costs	<u>\$2,110.54</u>	<u>\$4,728.78</u>	<u>\$0.00</u>	<u>2,110.54</u>

Previous Requested Funds: 0.00
Funds Received: 0.00
Contract Cost to Date 4,728.78

Amount requested this invoice: **\$ 2,110.54** **34052-2**

I hereby certify that the foregoing report is a true statement of expenditures that have been made solely for the purposes set forth in the subcontract agreement as approved.

Diana Lundquist, Accountant 1/15/15
Date

Electronic Funds Transfer
PNC Bank 113 East Michigan Avenue Kalamazoo, Michigan 49007 Account No. 4239270158 Routing No. 041000124

KCRBA Invoice - Supplemental Information

Personnel Expenses

Date	Hours Worked	Cost	Description
12/1/2014	2.0	86.00	Email Communication: KRESA, Midlink; Meeting in Schoolcraft
12/3/2014	4.0	172.00	Email Communication, DEQ Grant/1819 Pitcher St Meeting, Committee Reminder, 555 Eliza Street DA Edits
12/4/2014	1.0	43.00	Committee Meeting prep, emails
12/5/2014	0.5	21.50	Email Communication
12/8/2014	1.5	64.50	Committee Packet development
12/9/2014	0.5	21.50	email
12/10/2014	4.0	172.00	Emails, committee materials, meeting with County staff
12/11/2014	3.0	129.00	Committee material prep, committee attendance
12/12/2014	6.0	258.00	Committee meeting attendance, phone communication, board meeting prep, website update, Corn@Drake DA
12/15/2014	3.0	129.00	BRA mins, packet updates, website updates
12/16/2014	2.5	107.50	EPA Grant review and discussion with ET
12/17/2014	4.0	172.00	Packet update and prints, EPA Grant review
12/18/2014	4.0	172.00	Meeting prep and attendance
12/19/2014	5.5	236.50	EPA grant coordination, Corn@Drake DA communication, Website updates, N Pitcher discussion with K Township
12/22/2014	1.0	43.00	N Pitcher Coordination
12/23/2014	1.0	43.00	N Pitcher Coordination
12/24/2014	3.0	129.00	Corner @ Drake Communication and prints, 555 Eliza DA work
		\$ 1,999.50	

Other Expenses

Date	Cost per	units	Total	Description
12/1/2014	\$ 0.56	28.6	16.02	Mileage to meeting in Schoolcraft
12/3/2014	\$ 0.56	10.4	5.82	Meeting at Envirologic
12/11/2014	\$ 0.08	324	25.92	Committee Meeting Material Prints
12/17/2014	\$ 0.08	661	52.88	Board Meeting Packets
12/24/2014	\$ 0.08	130	10.40	Corner @ Drake DA prints
			\$ 111.04	

Kalamazoo County Brownfield Redevelopment Authority
County #247-000-808.00
Brownfield EA and Admin
Budget and Cost Summary

Number		Site/Phase	Budget Estimates		Actual				
Project	W.O.		Total	County Funding	Invoice #	Invoice Date	Invoice Amount	Task Budget Remaining	Total Budget Remaining
		Brownfield EA and Admin. 247-000-808.00							
B	4	Review of TIF Reimbursement Requests	\$ 1,500.00	\$ 1,500.00	27496	10/4/2011	\$ 335.94		
		P.O. #008582			27551	11/14/2011	\$ 810.00		
		P.O. CLOSED OUT			27576	12/13/2011	\$ 317.50	\$ -	
		Project Subtotal	\$ 1,500.00	\$ 1,500.00			\$ 1,463.44		\$ -
120215	6	General Environmental Review	\$ 1,500.00	\$ 1,500.00	27993	6/8/2012	\$ 210.00		
		P.O. #8897			28069	7/9/2012	\$ 521.38		
		P.O. CLOSED OUT			28454	11/15/2012	\$ 150.00		
					28557	12/18/2012	\$ 150.00	\$ -	
		Project Subtotal	\$ 1,500.00	\$ 1,500.00			\$ 1,031.38		\$ -
	9	General Environmental Review	\$ 2,500.00	\$ 2,500.00	29840	4/17/2014	\$ 717.50	\$ 1,782.50	
		P.O. #9853			00203	8/5/2014	\$ 210.00	\$ 1,572.50	
					00458	10/16/2014	\$ 472.50	\$ 1,100.00	
					00525	11/10/2014	\$ 140.00	\$ 960.00	
					00596	12/3/2014	\$ 280.00	\$ 680.00	
					00759*	1/16/2015	\$ 546.25	\$ 133.75	
		Project Subtotal	\$ 2,500.00	\$ 2,500.00			\$ 2,366.25		\$ 133.75
130129	1	Kartar #6, 306 N. Grand, Schoolcraft, MI							
		Project Complete	\$ 11,400.00	\$ 11,400.00			\$ 11,061.78		\$ -
130307	2	Project Spartan - Midlink Business Park							
		A - Phase I ESA	\$ 3,000.00	\$ 3,000.00	29337	10/18/2013	\$ 3,008.75	\$ (8.75)	
		B - Phase II ESA	\$ 15,900.00	\$ 15,900.00	29337	10/18/2013	\$ 13,994.66	\$ 1,905.34	
					29526	12/10/2013	\$ 1,914.35	\$ (9.01)	
		C - BEA	\$ 2,000.00	\$ 2,000.00	29526	12/10/2013	\$ 2,001.25	\$ (1.25)	
		D - Section 7a Compliance Analysis (Due Care Plan)	\$ 3,000.00	\$ 3,000.00	29526	12/10/2013	\$ 2,990.00	\$ 10.00	
		Work Order #2 - Amendment #1	\$ 1,500.00	\$ 1,500.00	29761	3/19/2014	\$ 551.84	\$ 948.16	
					29925	4/30/2014	\$ 360.76	\$ 587.40	
	6	E - General Brownfield Consulting	\$ 3,000.00	\$ 3,000.00	29526	12/10/2013	\$ 1,960.00	\$ 1,040.00	
					00465	10/16/2014	\$ 420.00	\$ 620.00	
					00760*	1/16/2015	\$ 700.00	\$ (80.00)	
		F - Act 381 Work Plan	\$ 4,000.00	\$ 4,000.00	29526	12/10/2013	\$ 4,113.75	\$ (113.75)	
		Project Subtotal	\$ 32,400.00	\$ 32,400.00			\$ 32,015.36		\$ 384.64
130367	4	9008 Portage Road, Former Bud's Auto Service							
		A - Phase I ESA	\$ 2,300.00	\$ 2,300.00	29414	11/12/2013	\$ 6,209.06	\$ 7,290.94	
		B - BEA/Section 7a CA (Due Care Plan)	\$ 2,700.00	\$ 2,700.00	29630	1/16/2014	\$ 330.44	\$ 6,960.50	
		C - Brownfield Plan	\$ 2,500.00	\$ 2,500.00	00072	6/19/2014	\$ 351.25	\$ 6,609.25	
		Work Order 4a - Amendment for Due Care Activities	\$ 3,500.00	\$ 3,500.00	00123	7/10/2014	\$ 1,428.75	\$ 5,180.50	
	8	D - Act 381 Work Plan	\$ 2,500.00	\$ 2,500.00	00359	9/18/2014	\$ 1,497.13	\$ 3,683.37	
					00526	11/10/2014	\$ 210.00	\$ 3,473.37	
		Project Subtotal	\$ 13,500.00	\$ 13,500.00			\$ 10,026.63		\$ 3,473.37
130368	5	2015 Lake Street, J&L Motor X-Press							
		Project Complete	\$ 12,000.00	\$ 12,000.00			\$ 11,035.87		\$ -
130388	7	Former Fox River Paper Mill (Hov-Aire Parcel)							
		Project Complete	\$ 7,000.00	\$ 7,000.00			\$ 7,000.00		\$ -
140154	10	The Corner @ Drake Development							
		A - Brownfield Plan	\$ 4,000.00	\$ 4,000.00	29926	4/30/2014	\$ 875.00	\$ 5,125.00	
		Budget Amendment #1 - approved 9-25-14	\$ 2,000.00	\$ 2,000.00	00248	8/11/2014	\$ 1,471.25	\$ 3,653.75	
					00362	9/19/2014	\$ 1,653.75	\$ 2,000.00	
					00464	10/16/2014	\$ 1,165.00	\$ 835.00	
					00527	11/10/2014	\$ 605.00	\$ 230.00	
					00631	12/8/2014	\$ 202.50	\$ 27.50	
		Project Subtotal	\$ 6,000.00	\$ 6,000.00			\$ 5,972.50		\$ 27.50
140175	11	Chem Link Acquisition of Former Apollo Plastics							
		Project Complete	\$ 13,000.00	\$ 13,000.00			\$ 6,457.24		
140520	13	US EPA Brownfield Assessment Grant Application	\$ 3,000.00	\$ 3,000.00	00755*	1/15/2015	\$ 3,000.00	\$ -	
		Project Subtotal	\$ 3,000.00	\$ 3,000.00			\$ 3,000.00	\$ -	\$ -
140455	14	CMS, 555 E. Eliza Street, Schoolcraft, MI							
		A - Phase I ESA, BEA, Due Care	\$ 6,500.00	\$ 6,500.00	00559	11/11/2014	\$ 5,062.24	\$ 11,437.76	
		B - Phase II ESA	\$ 7,000.00	\$ 7,000.00	00595	12/3/2014	\$ 12,491.68	\$ (1,053.92)	
		C - Brownfield Plan	\$ 3,000.00	\$ 3,000.00	00761*	1/19/2015	\$ 6,133.13	\$ (7,187.05)	
		Work Order Subtotal	\$ 16,500.00						
	15	Indoor Air Sampling	\$ 4,200.00	\$ 4,200.00	00761*	1/19/2015	\$ 30,696.41	\$ 9,003.59	
		Additional Soil Gas Sampling	\$ 29,000.00	\$ 29,000.00					
		Asbestos Survey	\$ 6,500.00	\$ 6,500.00					
		Work Order Subtotal	\$ 39,700.00						
		Project Subtotal	\$ 56,200.00	\$ 56,200.00			\$ 54,383.46		\$ 1,816.54
140519	16	CMS, 1819/2019 N. Pitcher Street, Kalamazoo Twp.							
		Phase I ESA, Phase II ESA, BEA and Due Care Plan	\$ 10,000.00	\$ 10,000.00	00757*	1/15/2015	\$ 6,678.21	\$ 3,321.79	
		Note - KCBRA is providing partial support on project							
		Project Subtotal	\$ 10,000.00	\$ 10,000.00			\$ 6,678.21		\$ 3,321.79
		Total Project Budgets	\$ 170,000.00	\$ 170,000.00			\$ 152,492.12		\$ 9,157.59



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

Remit payment to:
 Envirologic Technologies, Inc.
 2960 Interstate Parkway
 Kalamazoo, MI 49048

Kalamazoo County Brownfield Redevelopment Authority (1020)
 Lotta Jarnefelt
 Department of Planning and Community Development
 201 West Kalamazoo Avenue, Room 101
 Kalamazoo, MI 49007

Invoice number 00755
 Date 01/15/2015

Project **140520 USEPA Brownfield Assessment Grant Application**

INVOICE: Through Dec 31, 2014

USEPA BF ASSESSMENT GRANT APPLICATION

Professional Fees

	Hours	Rate	Billed Amount
Administrative Assistant			
Robyn E. Logelin			
Professional Services	4.50	50.00	225.00
Principal			
Jeffrey C. Hawkins			
Professional Services	53.00	140.00	7,420.00
Phase subtotal			7,645.00
		Invoice subtotal	7,645.00
		In Kind Adjustment	-4,645.00
		Invoice total	3,000.00



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

Remit payment to:
 Envirollogic Technologies, Inc.
 2960 Interstate Parkway
 Kalamazoo, MI 49048

Kalamazoo County Brownfield Redevelopment Authority (1020)
 Lotta Jarnefelt
 Department of Planning and Community Development
 201 West Kalamazoo Avenue, Room 101
 Kalamazoo, MI 49007

Invoice number 00757
 Date 01/15/2015
 Project **140519 Clausing, Pitcher Street
 Kalamazoo**

INVOICE: Through Dec 31, 2014

PHASE I AND II ESA, BEA, DUE CARE

Professional Fees

	Hours	Rate	Billed Amount
Project Manager			
Paul D. French			
Professional Services	2.00	105.00	210.00
Senior Project Manager			
David A. Stegink			
Professional Services	6.00	115.00	690.00
Project Scientist			
Bradford J. Yocum			
Professional Services	18.25	85.00	1,551.25
Robert L. Webster			
Professional Services	19.75	85.00	1,678.75
Subtotal	38.00		3,230.00

Expense

	Units	Rate	Billed Amount
Geoprobe (66DT) Rental 1/2 Day rental	1.00	975.00	975.00
Bentonite	0.50	12.00	6.00
Concrete	0.25	12.00	3.00
Generator	1.00	50.00	50.00
Field Supplies	2.00	35.00	70.00
Field Truck	2.00	75.00	150.00
Helium Chamber Leak Detector Kit	1.00	150.00	150.00
Vapor Pin/Point	7.00	75.00	525.00
Jackhammer/saw/hammer drill	1.00	45.00	45.00
Mileage	27.00	0.48	12.96
Peristaltic Pump	1.00	35.00	35.00
Physical Jar	13.00	1.50	19.50
PID	2.00	75.00	150.00
PVC 1"X5' Riser	2.00	25.00	50.00
PVC 1"x5' Screen	1.00	35.00	35.00
Silicon Tubing	3.00	5.00	15.00



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Remit payment to:
 Envirologic Technologies, Inc.
 2960 Interstate Parkway
 Kalamazoo, MI 49048

Kalamazoo County Brownfield Redevelopment Authority (1020)
 Project **140519 Clausing, Pitcher Street Kalamazoo**

Invoice number 00757
 Date 01/15/2015

PHASE I AND II ESA, BEA, DUE CARE

Expense

	Units	Rate	Billed Amount
Steam Cleaner	1.00	90.00	90.00
Subcontractor			
	Units	Rate	Billed Amount
Subcontractor			
Environmental Data Resources, Inc.			166.75
Phase subtotal			6,678.21
			Invoice total 6,678.21



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Remit payment to:
 Envirologic Technologies, Inc.
 2960 Interstate Parkway
 Kalamazoo, MI 49048

Kalamazoo County Brownfield Redevelopment Authority (1020)
 Lotta Jarnefelt
 Department of Planning and Community Development
 201 West Kalamazoo Avenue, Room 101
 Kalamazoo, MI 49007

Invoice number 00759
 Date 01/16/2015

Project **120215 Kalamazoo County Brownfield
 Redevelopment Authority - Genera**

INVOICE: Through Dec 31, 2014

GENERAL ENVIRONMENTAL REVIEW WORK ORDER #9 COUNTY #247-000-808.00 -
 PO # 9853 -PROFESSIONAL TIME
 Professional Fees

	Hours	Rate	Billed Amount
Senior Project Manager			
David A. Stegink			
Professional Services	4.75	115.00	<u>546.25</u>
General Environmental Review Work Order #9 County #247-000-808.00 - subtotal			546.25
		Invoice total	<u><u>546.25</u></u>



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Remit payment to:
 Envirologic Technologies, Inc.
 2960 Interstate Parkway
 Kalamazoo, MI 49048

Kalamazoo County Brownfield Redevelopment Authority (1020)
 Lee Adams
 Department of Planning and Community Development
 201 West Kalamazoo Avenue, Room 206
 Kalamazoo, MI 49007

Invoice number 00760
 Date 01/16/2015

Project **130307 Kalamazoo County Brownfield
 Redevelopment Authority - Vacant
 Project Spartan - W.O. 6**

INVOICE: Through Jan 16, 2015

BROWNFIELD CONSULTING
 BROWNFIELD CONSULTING
 Professional Fees

	Hours	Rate	Billed Amount
Principal			
Jeffrey C. Hawkins			
Professional Services	5.00	140.00	<u>700.00</u>
Brownfield Consulting subtotal			700.00
		Invoice total	<u><u>700.00</u></u>



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 P 269.342.1100 | F 269.342.4945 | W envirollogic.com

Remit payment to:
 Envirollogic Technologies, Inc.
 2960 Interstate Parkway
 Kalamazoo, MI 49048

Kalamazoo County Brownfield Redevelopment Authority (1020)
 Lotta Jarnefelt
 Department of Planning and Community Development
 201 West Kalamazoo Avenue, Room 101
 Kalamazoo, MI 49007

Invoice number 00761
 Date 01/19/2015
 Project **140455 CMS, 555 Eliza St., Schoolcraft**

INVOICE: Through Jan 01, 2015

PHASE I ESA

Professional Fees

	Hours	Rate	Billed Amount
Administrative Assistant Robyn E. Logelin Professional Services	4.75	50.00	237.50
Project Manager Paul D. French Professional Services	4.50	105.00	472.50
Senior Project Manager David A. Stegink Professional Services	1.00	115.00	115.00
Project Scientist Caitlin M. Andler Professional Services	13.00	85.00	1,105.00
Phase subtotal			1,930.00

BASELINE ENVIRONMENTAL ASSESSMENT

Professional Fees

	Hours	Rate	Billed Amount
Administrative Assistant Robyn E. Logelin Professional Services	2.50	50.00	125.00
Senior Project Manager David A. Stegink Professional Services	1.50	115.00	172.50
Project Scientist Caitlin M. Andler Professional Services	7.50	85.00	637.50

Subcontractor

	Units	Rate	Billed Amount
Subcontractor Fibertec Environmental Services	1.00	1,423.125	1,423.13



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Remit payment to:
 Envirologic Technologies, Inc.
 2960 Interstate Parkway
 Kalamazoo, MI 49048

Kalamazoo County Brownfield Redevelopment Authority (1020)
 Project 140455 CMS, 555 Eliza St., Schoolcraft

Invoice number 00761
 Date 01/19/2015

Phase subtotal 2,358.13

PHASE II ESA, ASBESTOS SURVEY, AIR SAMPLING
 Professional Fees

	Hours	Rate	Billed Amount
CAD Designer/Drafter			
Michelle A. Bell			
Professional Services	12.50	90.00	1,125.00
Project Manager			
Paul D. French			
Professional Services	24.50	105.00	2,572.50
General & Administration	7.00	105.00	735.00
Subtotal	31.50		3,307.50
Senior Project Manager			
David A. Stegink			
Professional Services	1.00	115.00	115.00
Project Scientist			
Dean G. Hazle			
Professional Services	6.00	85.00	510.00
Jeffrey B. Klan			
Professional Services	5.00	85.00	425.00
Robert L. Webster			
Professional Services	50.25	85.00	4,271.25
Subtotal	61.25		5,206.25
Expense			
	Units	Rate	Billed Amount
Equipment Rental	1.00	404.16	404.16
<i>Goggin Scissor Lift</i>			
Field Supplies	5.00	35.00	175.00
Field Truck	5.00	75.00	375.00
Helium Chamber Leak Detector Kit	3.00	150.00	450.00
Vapor Pin/Point	41.00	75.00	3,075.00
Mileage	239.00	0.48	114.72
Oxy/LEL Meter	3.00	35.00	105.00
PID	3.00	75.00	225.00
Silicon Tubing	13.00	5.00	65.00
Subcontractor			
	Units	Rate	Billed Amount
Subcontractor			
BDN Industrial Hygiene Consultants, Inc.	1.00	3,772.00	3,772.00
Contractors Equipment & Supply	1.00	96.4275	96.43
Fibertec Environmental Services	1.00	11,902.50	11,902.50
Safety Services, Inc.			182.85



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Remit payment to:
 Envirologic Technologies, Inc.
 2960 Interstate Parkway
 Kalamazoo, MI 49048

Kalamazoo County Brownfield Redevelopment Authority (1020)
 Project 140455 CMS, 555 Eliza St., Schoolcraft

Invoice number 00761
 Date 01/19/2015

Phase subtotal 30,696.41

DUE CARE DOCUMENTATION

Professional Fees

	Hours	Rate	Billed Amount
Administrative Assistant Robyn E. Logelin Professional Services	0.25	50.00	12.50
Project Scientist Caitlin M. Andler Professional Services	1.50	85.00	127.50
Phase subtotal			140.00

BROWNFIELD PLAN

Professional Fees

	Hours	Rate	Billed Amount
CAD Designer/Drafter Michelle A. Bell Professional Services	5.00	90.00	450.00
Principal Jeffrey C. Hawkins Professional Services	1.00	140.00	140.00
Project Manager Paul D. French Professional Services	3.50	105.00	367.50
Senior Project Manager David A. Stegink Professional Services	6.50	115.00	747.50
Phase subtotal			1,705.00

Invoice total **36,829.54**

VARNUM LLP

ATTORNEYS AT LAW

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

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

FRED SCHUBKEGEL

FLSCHUBKEGEL@VARNUMLAW.COM

DIRECT DIAL 269/553-3514

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

RE: GENERAL
Matter Number: 338050
Invoice Number: 938694
Invoice Date: December 17, 2014

REMITTANCE COPY

Services	3,719.25
TOTAL THIS INVOICE	\$3,719.25
TOTAL DUE	\$3,719.25

=====

TERMS: Payment of each of our invoices is due promptly upon receipt.
Please make check payable to Varnum LLP and return this page with your payment.

VARNUM LLP

ATTORNEYS AT LAW

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

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

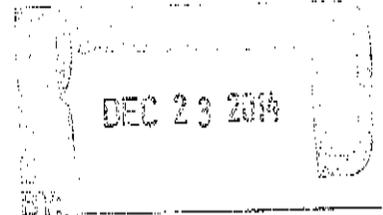
FRED SCHUBKEGEL

FLSCHUBKEGEL@VARNUMLAW.COM

DIRECT DIAL 269/553-3514

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

RE: GENERAL
Matter Number: 338050
Invoice Number: 938694
Invoice Date: December 17, 2014



LEGAL SERVICES RENDERED:

<u>Date</u>	<u>Description/Services Rendered By</u>	<u>Hours</u>	<u>Amount</u>
11/04/14	Emails with S. Rypma (attorney for J. Gesmundo) re. comments to Development Agreement. Initial review of same and internal work session. Fred Schubkegel	0.40	114.00
11/05/14	Review correspondence from Gesmundo legal counsel re Reimbursement Agreement re Drake Road and Stadium Drive development. Review proposed revisions to Reimbursement Agreement. Peter A. Schmidt	0.50	142.50
11/10/14	Internal work session re. revised draft and comments to Development Agreement received from Gesmundo's counsel. Related emails with KCBRA team. Fred Schubkegel	0.75	213.75
11/10/14	Continue to review proposed revisions to Reimbursement Agreement re Gesmundo development at Drake Road. Correspond with Ms. Jarnefelt re same. Correspond with Mr. Agostinelli re same. Analyze Act 381 provisions re same. Peter A. Schmidt	1.30	370.50

11/11/14	Internal work session on Gesmundo agreement. (NO CHARGE - CLIENT COURTESY.) Fred Schubkegel	0.00	0.00
11/11/14	Correspond with working group for Drake Road development re conference call. Research Act 381 re reimbursement for eligible expenses prior to adoption of brownfield plan. Review brownfield plan re same. Prepare for and participate in conference call re Gesmundo revisions to development agreement. Peter A. Schmidt	2.40	684.00
11/13/14	Review Gesmundo revisions and notes to development agreement re Drake Road development. Peter A. Schmidt	0.40	114.00
11/14/14	Research Michigan Act 381 re capture of taxes designated for capture by other tax authority. Office conference re same. Prepare for and participate in telephone conference re Gesmundo revisions to Development Agreement. Peter A. Schmidt	3.00	855.00
11/16/14	Prepare revised Development Agreement re Drake Road project. Correspond with Attorney Rypma re same. Peter A. Schmidt	1.30	370.50
11/17/14	Prepare for and participate in telephone conference with Attorney Rypma re revisions to Gesmundo Development Agreement. Correspond with Mr. Adams and Mr. Agostinelli re same. Peter A. Schmidt	0.80	228.00
11/18/14	Prepare for and participate in telephone conference with Mr. Agostinelli and Mr. Adams. Peter A. Schmidt	0.50	142.50

December 17, 2014
Invoice No. 938694
Matter No. 338050
Page 3

11/19/14	Prepare revised version of Gesmundo Development Agreement. Correspond with Attorney Rypma re same. Peter A. Schmidt	0.80	228.00
11/20/14	Correspond with Attorney Rypma re revisions to Gesmundo Development Agreement. Peter A. Schmidt	0.20	57.00
11/21/14	Review provisions of Gesmundo Development Agreement and prepare correspondence to Attorney Rypma re final deal points. Peter A. Schmidt	0.50	142.50
11/23/14	Review revised version of Gesmundo Development Agreement re final developer changes. Peter A. Schmidt	0.20	57.00

TOTAL FEES FOR SERVICES	\$3,719.25
TOTAL THIS INVOICE	\$3,719.25
TOTAL PAYMENT DUE	\$3,719.25

<u>Time Summary</u>	<u>Avg. Rate</u>	<u>Hours</u>	<u>Amount</u>
Fred Schubkegel	285.00	1.15	327.75
Peter A. Schmidt	285.00	11.90	3,391.50
TOTALS		13.05	3,719.25

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 **Central Manufacturing Services, Inc.**, a Michigan Limited Liability Corporation, whose address is 612 4th Street, Three Rivers, MI 49093 (the "Developer").

RECITALS

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

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

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

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

WHEREAS, Developer owns property in Kalamazoo County located at the southwest corner of E Eliza Street and Lee Avenue in the Village (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 industrial building located at the Property. The 125,000 square foot building is partially occupied by two tenants but is in severe disrepair. The majority of the building would need major repairs before occupation could occur. The Developer intends to make significant upgrades to the electrical system and roof before marketing the space to local manufacturers. Furthermore, the Property has a history of industrial use that has resulted in environmental contamination; a rubber type material

manufacturer occupied the building and discharged hazardous wastewater on site. To address the environmental contamination and bring the building to a usable state, the developer anticipates investing \$800,000-\$900,000 in the property (the "Project").

WHEREAS, the Project will require the Developer to incur Eligible Costs associated with certain Eligible Activities including characterization, containerization, transport and disposal of dozens of abandoned 55-gallon drums and other containers of various chemicals and oils, removal of used tires, and remediation of contaminated soils. The developer may also incur Eligible Costs associated with a sub-slab depressurization system. These costs may require the services of various contractors, engineers, environmental consultants, attorneys and other professionals. The Developer's Eligible Costs shall not exceed \$624,875.00.

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

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

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

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

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

3.1 Full reimbursement of Eligible Costs for those Eligible Activities set forth in Paragraph 5, which shall not exceed \$624,875.00; or

3.2 30 years. With five or fewer of the 30 years designated for Local Site Remediation Revolving Fund (LSRRF) if the developer's eligible expenses are fully reimbursed before the end of the 30 year period or designated by the KCBRA.

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

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

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

7. Reimbursement Process.

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

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

7.3 Reimbursement. After both the summer and winter taxes are captured and collected on the Property, the Authority shall reimburse its Eligible and Administrative Costs and pay approved Eligible Costs to the Developer from Tax Increment Revenues that are generated from the Property in accordance with the Plan and Paragraph 7 to the extent that taxes have been captured and are available in that fiscal year. The Authority shall receive one hundred (100) percent of Tax Increment Revenues until fully reimbursed, unless otherwise designated by the Authority. In the event that there are insufficient Tax Increment Revenues available in any given year to reimburse all of the Authority's and Developer's Eligible Costs, as described in Paragraph 5, then the Authority shall reimburse the Authority or Developer only from available Tax Increment Revenues. Once the Authority is fully reimbursed for its Eligible Costs, the Developer shall receive the available Tax Increment Revenue, less Administrative Costs, during the term of this Agreement, until all of the amounts for which submissions have been made have been fully paid to the Developer, or the repayment obligation expires, whichever occurs first. The Authority shall make additional payments, on an annual basis, toward the Developer's remaining unpaid Eligible Costs during the term of this Agreement. The Developer shall not be entitled to 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 30 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: Central Manufacturing Services, Inc.

Delivered to the following address: P.O. Box 151
612 4th Street
Three Rivers, MI 49093
By certified mail

Delivered through electronic transfer if available through Developer

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

shall be responsible for payment of all of the County's and Authority's legal fees associated with any determination of whether a cost for which reimbursement is requested constitutes an "Eligible Cost" and all of the County's and Authority's legal fees associated with the review or determination of such issues by any state agency or court.

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

9.1 Project. At its sole expense, Developer shall use its best efforts to conduct the activities described in the Plan and to renovate the existing buildings on the Property and construct the Project. The Developer intends to transform this dilapidated industrial building into a modern industrial and warehouse facility. The new investment planned for this site includes upgrades/installation of modern electrical system, replacement of the majority of the roof, installation of a concrete truck parking lot, as well as cosmetic upgrades. The developer intends to retain the existing tenants. 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: Central Manufacturing Services, Inc
Attn: Jamie Clark
P.O. Box 151
612 4th Street
Three Rivers, MI 49093

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

With copy to: County Attorney

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

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

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

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

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

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

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

25. Definitions.

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

Witnesses:

KALAMAZOO COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY

By _____

Title _____

Date _____

Central Manufacturing Services, Inc

By _____

Title _____

Date _____

8644716.7

Exhibit A – Legal Descriptions

Parcel Number 14-19-230-040

S 2-45-1 VILLAGE OF SCHOOLCRAFT UNPLATTED COM AT NE COR S EC 19 TH W ALG N LI SD SEC 863.5 FT TH S 1 DEG 40 MIN E 6 33 FT FOR PL OF BEG CONT TH S 1 DEG 40 MIN E 493.76 FT TH S 88 DEG 53 MIN W 183 FT TH S 1 DEG 40 MIN E 200 FT TO THE N LI OF GTW RR ROW TH S 88 DEG 53 MIN W ALG N LI SD RR TO ITS INTERSEC WITH ELY LI OF ROW OF NYC RR -FORMERLY LS & MS RR- TH NLY ALG ELY LI SD RR ROW TO A PT 633 FT S OF N LI SD SEC TH E DESCR CONT'D 3914-19-230-040-A CONT'D FROM 3914-19-230-040 470.14 FT TO BEG EXC E 33 FT FOR HWY SUBJ TO AN EASEMENT AS DESC IN L824 OF DEEDS ON P 933 A S RECD REG DEEDS OFF KAL CO MICH *

Parcel Number 14-19-230-070

S 2-47 VILLAGE OF SCHOOLCRAFT UNPLATTED COM AT NE COR SEC 19 TH W ALG N LI OF SD SEC 863.5 FT FOR PL OF BEG TH S 1 DEG 40 MIN E 633 FT TH W PAR TO THE N LI OF SD SEC 470.14 FT TO THE ELY LI OF ROW OF N7C -FORMERLY LS&MS- RR TH NLY ALG THE ELY LI OF ROW OF SD N7CRR TO ITS INTERSECTION WITH THE N LI OF SD SEC TH E ALG THE N LI OF SD SEC 43 5.44 FT TO PL BEG RES N 33 FT E 33 FT & S 33 FT OF ABOVE DESC FOR HWY PURPOSES * 5A

Scope of Services

Contract for Professional Services
Kalamazoo County Brownfield Redevelopment Authority
Applicable to Agreement Dated December 20, 2012 and
Contract Addendum #2 Dated December 18, 2014
Work Order No. 18 Dated January 22, 2015

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: 555 East Eliza Street, Application for MDEQ Grant and Loan
Funding Source: "General" Authority Funds

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

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

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

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

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

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

ACCEPTED AND AGREED TO:

KALAMAZOO COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY (CLIENT)

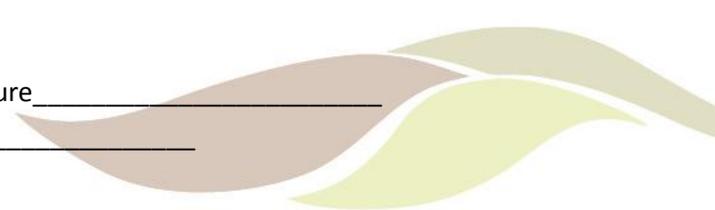
ENVIROLOGIC TECHNOLOGIES, INC.

By Joe Agostinelli
Title Chair

By Jeffrey C. Hawkins
Title President

Signature _____
Date _____

Signature _____
Date _____



I. Scope of Services

The Michigan Department of Environmental Quality has invited the Kalamazoo County Brownfield Redevelopment Authority to submit an application for a Brownfield Grant and Loan to support the redevelopment needs of the property at 555 E. Eliza Street in Schoolcraft.

To complete the application Envirologic will meet with the developer to determine specific details regarding expected economic outcomes (number of jobs, etc.). The application requires a description of specific activities and cost estimates for activities to be funded under the grant and/or loan, a description of economic outcomes, environmental outcomes, community outcomes, local commitment, and a description of sources for project funding. Envirologic will prepare the application materials and supporting materials (maps, photographs, etc.). A resolution from the Local Unit of Government must accompany the application. Envirologic will prepare a draft resolution for Authority Staff to review and guide through the adoption process.

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.

MDEQ Grant and Loan Application
Total Estimated Cost \$2,500

III. Schedule

Envirologic proposes to complete application materials as soon as possible. The adoption of a resolution supporting the application is dependent upon the schedules of the Kalamazoo County Board of Commissioners. We would expect an application available for submittal within 30 days depending upon those meeting schedules.

H:\Projects\Projects_K\Kalamazoo County\Brownfield Redevelopment Authority\Work Orders and Contracts\ETI Jan. 2013 Contract Work Order 17 Eliza street Application.docx



Scope of Services

Contract for Professional Services
Kalamazoo County Brownfield Redevelopment Authority
Applicable to Agreement Dated December 20, 2012 and
Contract Addendum #2 Dated December 18, 2014
Work Order No. 19 Dated January 22, 2015

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: Former Checker Motors Site, Kalamazoo Township
Funding Source: "General" Authority Funds

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

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

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

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

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

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

ACCEPTED AND AGREED TO:

KALAMAZOO COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY (CLIENT)

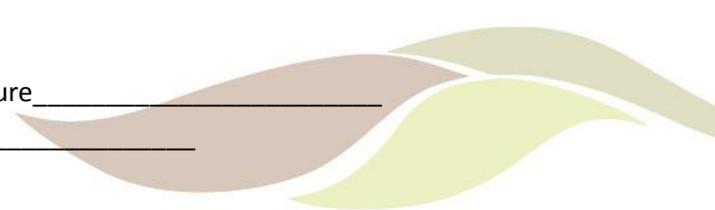
ENVIROLOGIC TECHNOLOGIES, INC.

By Joe Agostinelli
Title Chair

By Jeffrey C. Hawkins
Title President

Signature _____
Date _____

Signature _____
Date _____



I. Scope of Services

The Michigan Department of Environmental Quality has invited the Kalamazoo County Brownfield Redevelopment Authority to prepare an application for a Brownfield Assessment to be completed by the MDEQ in the Spring of 2015. The Brownfield Assessment is provided by the MDEQ to the local unit of government at no cost. Funding to the MDEQ is provided through a Section 128(a) grant from U.S. EPA.

The application requests information about the site, future redevelopment plans, known existing environmental concerns and contaminants, and other specific information to demonstrate that the site meets U.S. EPA’s eligibility requirements. The application also requests any information about specific assessment needs that the applicant may require. Examples of specific assessment needs could include sampling shallow soil in areas of future construction, asbestos sampling of future demolition areas, soil gas sampling in areas where buildings will be constructed, etc.

To prepare the application, Envirologic will secure the necessary site information details, prepare maps and photographs necessary to illustrate the property and areas to be investigated. Envirologic will secure necessary ownership information to complete the eligibility demonstration. Envirologic proposes to meet with MDEQ and developer representatives to ascertain any specific requirements or targeted needs that the Brownfield Assessment needs to address.

Upon completion of the data review, meetings and preparation of supporting materials, Envirologic will prepare the application for review and submittal by Authority Staff.

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.

Brownfield Assessment Application

Data Review, Meetings, Mapping, Application..... \$4,000

III. Schedule

Envirologic proposes to complete the application within 30 days following approval by the Authority. This schedule is dependent upon the availability of other project team members such as MDEQ and the developer.

H:\Projects\Projects_K\Kalamazoo County\Brownfield Redevelopment Authority\Work Orders and Contracts\ETI Contract (12-20-12) Amendment 2 - 12-18-14-Work Order 19 Check Motors Application for Brownfield Assessment.docx



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

1. Date of Application: January 21, 2015

Business Information:

2. Name of Applicant: Accu-Mold LLC

3. Business Address: 7622 S. Sprinkle Rd.

Portage, MI 49002

4. Business Telephone Number: 269-323-0388

5. Contact Person(s): Larry Gildea Title: President

6. Contact Person(s) Telephone Number: 269-270-1661

7. Contact Person(s) Fax Number: 269-323-9865

8. Contact Person(s) Email Address: larry@accu-moldinc.com

9. Entity Type: Proprietorship Partnership Corporation
 Other (specify): LLC

10. Describe nature and history of business: 40 years in business at current location.

plastic part design, injection mold design & build, injection molding

11. List similar projects developed over the last five years (if any): n/a

Proposed Project Site Information:

12. Address(es): 4460 Commercial Ave., Portage, MI 49002

13. Tax I.D.(s) (If known): _____

14. Present Owner(s): IPTV-B-C31, LLC

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

16. Does applicant have land control:

No

Yes

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

Purchase Agreement

17. Any currently known environmental issues? No
18. Is applicant a liable party for environmental issues at site? No Yes
19. Is access to site permitted? No Yes
20. Project type: New Relocation Expansion Rehabilitation
21. Project Size: Parcel size (acres): 2.79
- Existing building area (square feet): 20,000
- New building area (square feet): 20,000
22. Project timeline (Proposed or Actual):
- Start date: 3-23-15 Completion Date: 9-1-15
23. Additional materials (Please check those items that are available and attach to your application, if possible)
- Business Plan Financial Commitments Architectural/Site Plans
 Market Analysis Environmental Information/Reports

Tax Base Information:

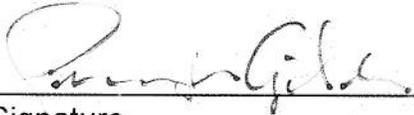
24. Total Investment Anticipated: \$ 1,600,000.00
- If available, please attach a detailed projection of project costs and proposed funding sources. Categories of costs may include real estate, demolition, environmental, new construction, renovation, new equipment, and other as appropriate.
25. Eligible activities for which potential funding may be sought:
- Phase I ESA Phase II ESA BEA Due Care Clean-up Planning
26. Current State Equalized Value: \$ 213,400
27. Estimated State Equalized Value after Project Completion: \$ 300,000

Employment Information:

28. Full Time Equivalent (FTE) Employees:
- FTE Jobs Retained: 18 FTE Jobs Created: 12

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:



1-16-15

Signature

Date

President

Title

Direct dial office or cell number 269-270-1661

Fax number _____

Email address _____

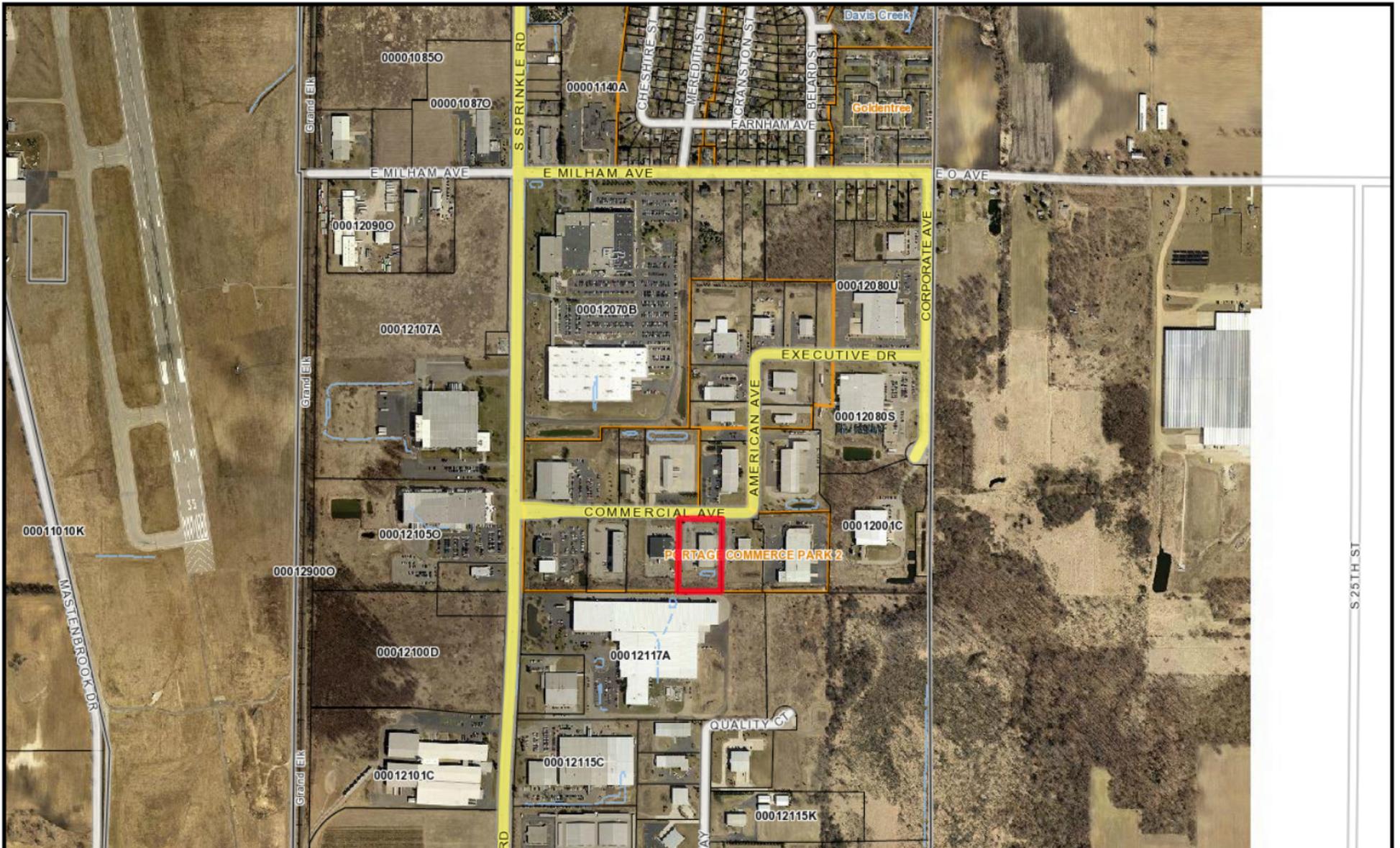
If you have questions regarding the application, please contact:

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

Office Phone: (269) 384-8112

Email: lmjarn@kalcounty.com

Office Fax: (269) 383-8920



4460 Commercial Ave. - Portage



web mapping by
Amalgam LLC



1:14000

Map Publication:

Thu Jan 22 2015 10:20:05 AM

Disclaimer:

This map does not represent a survey or legal document and is provided on an "as is" basis. City of Portage expresses no warranty for the information displayed on this map document.

Scope of Services

Contract for Professional Services
Kalamazoo County Brownfield Redevelopment Authority
Applicable to Agreement Dated December 20, 2012
and Contract Addendum #2 Dated December 18, 2014
Work Order No. 20 Dated January 22, 2015

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: Accu-Mold, 4460 Commercial Avenue, Portage
Funding Source: "General" Authority Funds

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

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

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

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

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

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

ACCEPTED AND AGREED TO:

KALAMAZOO COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY (CLIENT)

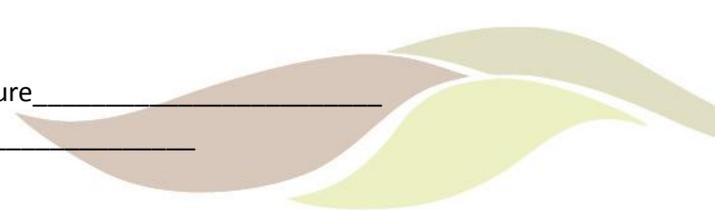
ENVIROLOGIC TECHNOLOGIES, INC.

By Joe Agostinelli
Title Chair

By Jeffrey C. Hawkins
Title President

Signature _____
Date _____

Signature _____
Date _____



I. Scope of Services

Accu-Mold is applying to the Kalamazoo County Brownfield Redevelopment Authority for assistance in its redevelopment of a commercial building located in the Portage Commerce Park. To support the project the Authority has been asked to develop and support adoption of a Brownfield Plan. It is presumed that the capture of school tax increment for this project will also be supported by MDEQ or MEDC. Thus, this Work Order also anticipates preparation of an Act 381 Work Plan. The City of Portage has viewed the site and believes the building meets the definition of “functionally obsolete”. The City has also agreed to allow the KCBRA to adopt the Brownfield Plan through the County Authority.

Envirologic will develop a Brownfield Plan and Act 381 Work Plan for review by Authority Staff and action by the Board. Eligible activities anticipated at this time include interior building demolition, site demolition and site preparation associated with new or improved parking areas, and Baseline Environmental Assessment activities (Phase I Environmental Site Assessment). In developing the Plan, Envirologic will meet with the Accu-Mold or their representative to determine specific details regarding these eligible costs. We will prepare the Plans, secure an affidavit or statement regarding the functional obsolescence, prepare Notices to Taxing Jurisdictions, Notice of the Public Hearing and other supporting materials to adopt these plans. We also have included time in this budget to participate in a “scoping meeting” with MDEQ or MEDC to ensure support for the school tax capture associated with this project.

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.

Brownfield Plan and Act 381 Work Plan

Data Review, Meetings, Plan Development, Supporting Materials \$7,500

III. Schedule

Envirologic proposes to meet with Accu-Mold and regulatory agencies within the next 30 days to determine the proper course of action for this project. Ideally, we anticipate having a draft Brownfield Plan available at the February Authority meeting. Adoption of the Plan following that meeting would be subject to the meeting schedule of the Kalamazoo County Board of Commissioners. We would anticipate preparation of the Act 381 Work Plan during February 2015 such that the Work Plan would be ready for submittal soon after the Board of Commissioners adopted the Brownfield Plan. The appropriate regulatory agency would require 60 days for their review.

H:\Projects\Projects_K\Kalamazoo County\Brownfield Redevelopment Authority\Work Orders and Contracts\ETI Contract (12-20-12)Amendment 2 - 12-18-14 Work Order 20 - 4460 Commercial Avenue, Portage.docx



Scope of Services

**Contract for Professional Services
Kalamazoo County Brownfield Redevelopment Authority
Applicable to Agreement Dated December 20, 2012
and Contract Addendum #2 Dated December 18, 2014
Work Order No. 17 Dated January 22, 2015
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: General Environmental Review
Funding Source: 247-000-808.00 – Brownfield EA and Admin**

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/David A. Stegink (269) 342-1100
Name (ENVIROLOGIC) Phone

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 _____

1. Scope of Services

Work performed under this Work Order shall include activities related to meetings/consultations and the review of various documents including but not limited to: Client communications, Project information and environmental reports, amendments to Brownfield Plans, Project Applications, Act 381 Work Plans, Development and Reimbursement Agreements and various requests for reimbursement including invoice review.

11. Compensation

Task 1: Document Review and General Consultation **\$3,500**

Total **\$3,500**

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 and not to exceed the budget of \$3,500.

111. Schedule

Continued review activities and meetings are anticipated over the near future and are estimated to be completed by December 31, 2015.