



**KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (KCBRA)
NOTICE AND AGENDA FOR
COMMITTEE OF THE WHOLE MEETING
March 14, 2024**

PLEASE BE ADVISED that The Kalamazoo County Brownfield Redevelopment Authority Committee of the Whole conducts their meetings on the second Thursday of each month (unless otherwise noted) at 3:00 p.m. The meetings are held in Room 207-A of the Kalamazoo County Administration Building, 201 West Kalamazoo Avenue, Kalamazoo, Michigan, as well as virtually. The KCBRA will meet on March 14, 2024, for the purpose of considering the following items:

1. Minutes from January 11, 2024, KCBRA Committee of the Whole Meeting
2. Q Corners, LLC Brownfield Plan Final Draft
3. DRAFT 2 Grant Repayment Agreement 530 S. Rose Street
4. DRAFT MOU for 530 S. Rose Street
5. DRAFT 2 Loan Repayment Agreement 555 Eliza Street
6. Local Brownfield Revolving Fund (LBRF) Discussion

Meetings of the Kalamazoo County Brownfield Redevelopment Authority (KCBRA) 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 KCBRA 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 KCBRA. Individuals with disabilities requiring auxiliary aids or services should contact the KCBRA by writing or calling:

Macy Rose Walters, MPA
Brownfield Redevelopment Administrator
Planning & Development Department
Kalamazoo County Government
201 West Kalamazoo Avenue Kalamazoo, MI 49007
Phone: (269) 384-8305, MRWALT@kalcounty.com

A hybrid option is available for members of the public, please click the link below to join the webinar:

<https://us02web.zoom.us/j/88943520438>

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

MEETING DATE: Thursday, January 11, 2024
PLACE OF MEETING: 201 W. Kalamazoo Ave. Kalamazoo, MI 49007 Room 207-A
TIME: 3:00 pm

DRAFT – COMMITTEE OF THE WHOLE MINUTES

Present: Christopher Carew, Connie Ferguson, Monteze Morales, Jared Lutz, Kenneth Peregón, and Andrew Wenzel

Members Excused: Jared Lutz, Jodi Milks, and David (Wei) Wang.

Vacancies: 1

Kalamazoo Township: none

Oshtemo Township: none

Staff: Rachael Grover, Macy Rose Walters

Consultant: Therese Searles & Jeff Hawkins, Fishbeck

Recording Secretary: Macy Rose Walters

County Commissioners: Monteze Morales

County Admin: none

Community: 10

1. Call to Order: **Chair Peregón called the meeting to order at 3:06 p.m.**
 2. Roll Call and Members Excused: **Jared Lutz, Jodi Milks, and David (Wei) Wang were excused. Director Milks attended the meeting at a member of the public. Six (6) of Eight (8) voting were present, there is one (1) vacancy.**
 3. Public Comments (4 minutes each) **None**
 4. Approval of the Agenda:

 Chair Peregón requested to move item 4 of the Agenda, the Housing Presentation, to the first item. **Commissioner Morales moved to approve item 4 as amended, Director Wenzel seconded. None opposed, motion carried.**
 5. Approval of Minutes: **N/A 1/11/2024 was the first Committee of the Whole**
 6. Discussion and/or Action Calendar **No Action, all items were for discussion.**
 1. Fishbeck Brownfield Housing Legislation Presentation (Item 4)
 2. Q Corners Brownfield Plan Presentation
 3. IPUSA Assignment of Brownfield Reimbursement to KCLBA Agreement (Final Draft)
 4. Midlink Development Agreement Amendment #3 (Final Draft)
 5. Local Brownfield Revolving Fund (LBRF) Discussion
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7. Other **Charter Township of Texas representatives were present to discuss and observe the Q Corners Brownfield Plan Presentation.**
8. Closed Session **None.**
9. Adjournment **Commissioner Morales moved to adjourn at 4:58 p.m. Carew seconded, meeting adjourned.**

Next Committee of the Whole Meeting: Thursday, February 8th, 2024, at 3:00 p.m.

Room 207a, County Admin Bldg

- Or alternatively, held electronically or via teleconference. Please see the KCBRA website at www.kalcountybrownfield.com for electronic meeting notice and instructions

BOARD MEMBERS:

PLEASE CALL 384-8305 OR EMAIL MRWALT@KALCOUNTY.COM
IF YOU ARE UNABLE TO ATTEND THE MEETING

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Macy Rose Walters
Brownfield Redevelopment Administrator
Kalamazoo County Government
201 West Kalamazoo Avenue
Kalamazoo, MI 49007

TELEPHONE: (269) 384-8305

Q Corners, LLC Project Fact Sheet

Project Overview: The proposed redevelopment consists of one vacant 8.95-acre parcel in Texas Township. The project will involve preparing the site for development to make way for a 112-unit housing development 6 studio apartments, 60 1-bedroom apartments, and 46 2-bedroom apartments. Approximately 15% of the units will be restricted to tenants making at or below 120% of area median income (“AMI”). Construction on the project is planned to begin in the summer of 2024 and will be completed by fall or winter of 2025.

The project will also construct a new public road connecting Q Avenue to Texas Drive, a key project priority for the Texas Township Downtown Development Authority (DDA). A future phase of the project will construct commercial buildings along the Q Avenue frontage. At this time the scope and timing of the commercial uses is unknown, but is anticipated to provide retail, restaurant and/or services that are complementary and walkable to the residential density being established by this development.

Eligible Activities

School and Local

- **Pre-Approved Activities:** A Phase I & II Environmental Site Assessment was conducted for a cost of \$2,200.
- **Infrastructure Improvements:** It is anticipated that sidewalks, landscaping, lighting, roads, water and sanitary sewer main, subsurface infiltration bed, and the associated soft costs (design and engineering) will be incurred. The total anticipated cost of infrastructure improvements is \$3,407,750.
- **Site Preparation:** It is anticipated that clearing and grubbing, compaction and sub-base preparation, cut and fill operations, geotechnical engineering, staking, temporary construction access and roads, temporary facility, temporary erosion control, and the associated soft costs (design and engineering) will be incurred. The total cost of these activities is anticipated to be \$606,670.
- **Housing Financing Gap:** The redevelopment includes 6 income-qualified studio units and 11 income-qualified one-bedroom units, with 1.8% of the units restricted to 60% AMI rents, 3.6% restricted to 80% AMI rents, and 9.8% of the units restricted to 100% AMI rents. Based on the Michigan State Housing Development Authority’s (MSHDA) Total Housing Subsidy (THS) calculations the total financing gap is \$2,756,760 over the affordability term of 20 years.
- **Brownfield Plan/Work Plan Preparation and Implementation:** \$60,000
- **15% Contingency:** is calculated on the public infrastructure and site preparation activities. The total contingency is \$602,163.
- **Interest Expense:** 3% simple interest on approved, unreimbursed eligible activities is anticipated to total \$1,350,162.

Total: \$8,785,705

Estimated Outcomes:

- **\$26,500,000** Total Investment
- **112** Housing Units, **17** Income-Qualified Units
- **\$240,450** Initial Taxable Value (2023)
- **\$7,940,000** Future Taxable Value (Residential Portion)
- **\$1,700,000** Future Taxable Value (Commercial Portion)

- **30** Years of Brownfield Plan Capture
- **\$647,200** Authority Administration Fees (10% Local-Only Estimation)
- **\$8,785,705** Total Eligible Activities, including Contingency and Interest
 - **\$8,473,955** Maximum Amount of Developer Eligible Activities
 - **\$212,750** Maximum Amount of Texas Township Eligible Activities
 - **\$99,000** Maximum Amount of Texas Township DDA Eligible Activities
- **\$1,291,832** Estimated Amount to be Deposited into the Local Brownfield Revolving Fund

ACT 381 BROWNFIELD PLAN

**Q Corners, LLC
6850 W. Q Avenue
Kalamazoo County, Texas Township
Kalamazoo County Brownfield Redevelopment Authority**

February 15, 2024



Prepared by
Michigan Growth Advisors
100 W Michigan Avenue
Suite #200
Kalamazoo, MI 49007

Recommended for approval by the Brownfield Redevelopment Authority on _____

Supported by the Texas Township Board of Trustees on _____

Adopted by the Kalamazoo County Board of Commissioners on _____

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ACT 381 BROWNFIELD PLAN

1.0 INTRODUCTION

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The proposed redevelopment consists of one vacant 8.95-acre parcel in Texas Township. The project will involve preparing the site for development to make way for a 112-unit housing development. The housing development is expected to include 6 studio apartments, 60 1-bedroom apartments, and 46 2-bedroom apartments. It is estimated that approximately 15% of the units will be restricted to tenants making at or below 120% of area median income ("AMI"). The project will also construct a new public road connecting Q Avenue to Texas Drive, which is a key project priority for the Texas Township Downtown Development Authority. A future phase of the project will construct commercial buildings along the Q Avenue frontage. At this time the scope and timing of the commercial uses is unknown, but is anticipated to provide retail, restaurant and/or services that are complementary and walkable to the residential density being established by this development.

The total capital investment on the project is expected to be approximately \$26,500,000. Construction on the project is planned to begin in the summer of 2024 and will be completed by fall or winter of 2025.

1.2 Identification of Housing Need

As with most jurisdictions in Kalamazoo County, Texas Township has an acute need for more housing units at all price points. A report, included as Attachment D, that was prepared for the Kalamazoo County Board of Commissioners by the W.E. Upjohn Institute and the Southcentral Michigan Planning Council, has identified a need for 866 new housing units each year over the next decade to pace estimated demand, which far outpaces the 419 units permitted in Kalamazoo County in 2021. Additionally, the regional economic development organization, Southwest Michigan First has announced the creation of 2,718 new jobs from 2021 to 2023 from companies of all sizes in Southwest Michigan, but pushed significantly by large expansions of the largest employers in Kalamazoo County: Pfizer and Stryker Corporation, which have major facilities approximately a 15-minute drive away from this site. Additionally, the Census Tract that this Project exists in had a population growth of 9.7% from 2015-2020, far outpacing the County average of 1.9%, which has exacerbated the need for new housing development in this corridor.

The proposed project anticipates that approximately 15% of the units will be income and rent restricted to income qualified households as follows: 1.8% of the units will be restricted to 60% AMI rents, 3.6% will be restricted to 80% AMI rents, and 9.8% of the units will be restricted to 100% AMI rents.

1.3 Eligible Property Information

Basis of Eligibility

Section 2(y)(i) of Public Act 381 of 1996 ("Act 381"), as amended, defines "Housing Property" as "A property on which 1 or more units of residential housing are proposed to be constructed, rehabilitated, or otherwise designated to be used as a dwelling." The development proposes 112 housing units on Parcel #09-14-360-171.

Location and Legal Description

[V/L] W Q Avenue Parcel ID: 09-14-360-171 8.95 Acres
Kalamazoo, MI 49009

Legal Description:

SEC 14-3-12 BEG ON S LI 432.98 FT S 89DEG-20'-08" E OF SW COR TH N 00DEG-15'-59" E 658.75 FT TO N LI S1/2 S1/2 SW 1/4 TH S 89DEG-19'-55" E THEREON 800.91 FT TO W LI APPLGATE FARMS NO 1 TH S 00DEG-16'-28" W THEREON 345.70 FT TH N 89DEG-20'-08" W 276 FT TH S 00DEG-16'-28" W 313 FT TO S LI TH N 89DEG-20'-08" W THEREON 34.5 FT TH N 00DEG-16'-28" E 70.03 FT TH S 89DEG-43'-32" W 4 FT TH N 00DEG-16'-28" E 27.30 FT TH S 89DEG-43'-32" E 4 FT TH N 00DEG-16'-28" E 205.67 FT TH N 89DEG-20'-08" W 166 FT TH S 00DEG-16'-28" W 303 FT TO S LI TH N 89DEG-20'-08" W 324.30 FT TO BEG** ***SPLIT 14-360-017 & 140 INTO 14-360-171 & 141 FOR 2022 ROLL***

2.0 Information Required by Section 13(2) of the Statute

2.1 Description of Costs to Be Paid for With Tax Increment Revenues

Tax increment revenues will be used to reimburse Q Corners, LLC ("Developer") for the cost of eligible activities as authorized by Act 381. Michigan State Housing Development Authority ("MSHDA") approved non-environmental eligible activities and statutorily approved EGLE environmental eligible activities will be reimbursed with local and school tax increment revenues ("TIR"). The remaining eligible activities will be reimbursed with local TIR only.

The total cost of eligible activities including contingency are anticipated to be \$8,783,505. Interest on approved, unreimbursed eligible activities is included in this plan and is anticipated to be \$1,350,162. Authority administrative costs are anticipated to be \$647,200. Funding to the State Brownfield Redevelopment Fund is anticipated to be \$482,061. Capitalization of the Local Brownfield Revolving Fund is estimated to be \$1,291,832. The estimated cost of all eligible activities under this plan are summarized in Table 1.

Environmental Activities

Department specific activities considered under this plan include a Phase I & Phase II Environmental Site Assessment ("ESA").

Non-Environmental Activities

Because the basis of property eligibility is "Housing Property" under Public Act 381, additional non-environmental costs can be reimbursed through a brownfield plan. This plan provides for reimbursement of eligible "housing development activities" including reimbursement provided to the developer to fill a financing gap associated with the development of housing units priced for income qualified households, and site preparation and infrastructure improvement activities that are necessary for new housing development for income qualified households on eligible property.

Authority Expenses

Actual eligible costs incurred by the Kalamazoo County Brownfield Redevelopment Authority (KCBRA) are included in this plan as an eligible expense. These expenses will be reimbursed with local tax increment revenues only.

2.2 Summary of Eligible Activities

2.2..1 Phase I & Phase II ESA, BEA and Due Care Plan

A Phase I and limited Phase II ESA was completed by SES in September 2022. The total cost for these services was \$2,200. This is a cost statutorily approved for reimbursement with school taxes.

2.2..2 Infrastructure Improvements

Infrastructure improvement activities will include the construction of an underground storm retention system, public road construction, water and sanitary sewer main construction, interior drives and parking lots, sidewalk development, and lighting and landscaping in the public right-of-way. Engineering and design of these activities are also included as eligible activities. The total cost of these infrastructure improvement is anticipated to be \$3,407,750. It is anticipated that Texas Township will incur \$212,750 of eligible costs related to infrastructure improvements, and the Downtown Development Authority will incur \$99,000 of eligible costs related to infrastructure improvements, with the balance of costs being incurred by the Developer.

2.2..3 Site Preparation

Site Preparation activities will include clearing and grubbing, compaction and sub-base preparation, cut and fill, geotechnical engineering, grading, land balancing, staking, and temporary site and erosion control. Engineering and design of these activities are also included as eligible activities. The cost of site preparation activities is estimated to be \$606,670.

2.2..4 Contingency

A 15% contingency is included to account for any unanticipated costs that may be encountered while conducting the eligible activities. The contingency is \$602,163.

2.2..5 Financing Gap

Housing development activities, related to reimbursement provided to the developer to fill a financing gap associated with the development of housing units priced for income qualified households' units, are included as eligible activities. The financing gap is calculated utilizing the Total Housing Subsidy formula developed by MSHDA and is anticipated to be \$153,618 in year one of the Plan. With a Control Rent of \$1,830 for a studio apartment and \$2,138 for a 1-bedroom apartment, the annual rent loss and total rent loss over the term of a 20-year affordability period are delineated below. There are anticipated to be 17 income qualified units as a part of this development.

Type	Fair Market Rent	Project Rent	Rent Loss	Income Qualified Units	Annual Loss	Total Loss
Studio	\$732	\$963	\$10,404	2	\$20,808	\$416,160
Studio	\$732	\$1200	\$7,560	4	\$30,240	\$604,800
1-Bed	\$855	\$1,480	\$7,890	11	\$86,790	\$1,735,800
			Total	17	\$137,838	\$2,756,760

2.2..6 Interest

Financing costs associated with the developer's eligible activities are included as an eligible activity. Simple interest will accrue at 3% throughout the duration of the plan and will be reimbursed following reimbursement of the developer's eligible activities. The financing costs associated with eligible activities are anticipated to be \$1,350,162.

2.2..7 Brownfield Plan and Act 381 Work Preparation

The cost to prepare the Brownfield Plan and Act 381 Work Plan is anticipated to be \$30,000.

2.2..8 Brownfield Plan Implementation

The cost of implementing the Brownfield Plan is anticipated to be \$30,000.

2.2..9 Local Brownfield Revolving Fund

The Authority intends to capture school and non-school tax increments for deposit in the local brownfield revolving fund for a full five years. This capture is estimated to be \$1,291,832.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The project is located in the Texas Township Downtown Development Authority (“DDA”). The DDA will forgo capture on the residential component of the development, making all non-debt millages generated by the residential development available for capture by the KCBRA. The DDA will not forgo capture on the commercial development, therefore the KCBRA capture will be limited to the local millages not captured by the DDA in addition to state school millages, if and when an Act 381 Work Plan authorizing such capture is approved by the Michigan State Housing Development Authority. An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. This plan captures all TIR available to the KCBRA, including real and personal property TIR.

2.4 Method of Financing and Description of Advances Made by the Municipality

The eligible activities will be financed by the developer and reimbursed as outlined in this plan and accompanying development agreement. No advances from the Township or County to fund eligible activities are anticipated at this time.

2.5 Maximum Amount of Note or Bonded Indebtedness

No note or bonded indebtedness for this project is anticipated at this time. Therefore, this section is not applicable.

2.6 Duration of Brownfield Plan

The duration of this plan is estimated to be 25, plus five years of capture to the Local Brownfield Revolving Fund. It is estimated that the redevelopment of the property will be completed in 2025 and that full recapture of eligible costs and eligible administrative costs of the authority will continue until 2054. Capture of TIR is expected to begin in 2025, however could be delayed for up to 5 years after the approval of this plan as permitted by Act 381. In no event shall capture extend beyond 30 year as required by Act 381. An analysis showing the reimbursement schedule is attached as Table 3.

2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions is illustrated in detail within Table 2.

2.8 Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property

The property consists of one parcel which is 8.95 acres in size without an assigned address and located adjacent to 6850 W Q Avenue in Texas Township, Kalamazoo County (Parcel Identification Number 09-14-360-171). A legal description of the properties along with a scaled map showing eligible property dimensions, is attached as Figure 1.

The parcel is considered "eligible property" due to the development of residential housing units on the property, as defined within the definition of "Housing Property" in Section 2(y) of Public Act 381 of 1996, as amended.

Taxable personal property, if any, is included in this plan.

2.9 Estimates of Residents and Displacement of Individuals/Families

No persons reside at the property therefore this section is not applicable.

2.10 Plan for Relocation of Displaced Persons

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.11 Provisions for Relocation Costs

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

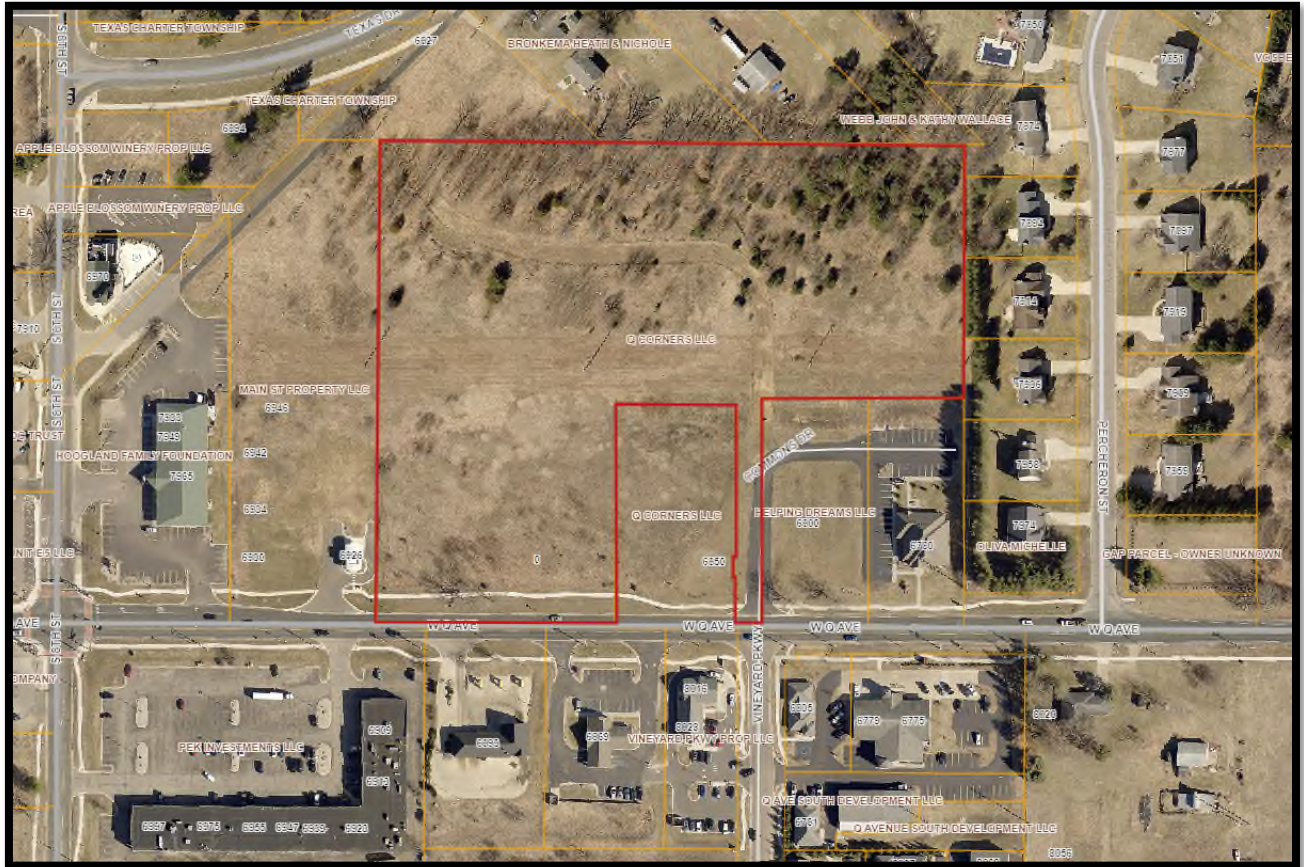
No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

2.13 Other Material that the Authority or Governing Body Considers Pertinent

The project promotes walkability given its location proximate to retail, restaurant, grocery and office businesses. It will also assist Texas Township in its strategic goal of creation a "ring road" around to W Q Avenue and S 8th St to alleviate traffic congestion at the intersection. The development also contributes to the alleviation of the 8,000-unit housing shortage in Kalamazoo County.

Figure 1

Legal Description and Eligible Property Map



[V/L] W Q Avenue
Kalamazoo, MI 49009

Parcel ID: 09-14-360-171

8.95 Acres

Legal Description:

SEC 14-3-12 BEG ON S LI 432.98 FT S 89DEG-20'-08" E OF SW COR TH N 00DEG-15'-59" E 658.75 FT TO N LI S1/2 S1/2 SW 1/4 TH S 89DEG-19'-55" E THEREON 800.91 FT TO W LI APPLGATE FARMS NO 1 TH S 00DEG-16'-28" W THEREON 345.70 FT TH N 89DEG-20'-08" W 276 FT TH S 00DEG-16'-28" W 313 FT TO S LI TH N 89DEG-20'-08" W THEREON 34.5 FT TH N 00DEG-16'-28" E 70.03 FT TH S 89DEG-43'-32" W 4 FT TH N 00DEG-16'-28" E 27.30 FT TH S 89DEG-43'-32" E 4 FT TH N 00DEG-16'-28" E 205.67 FT TH N 89DEG-20'-08" W 166 FT TH S 00DEG-16'-28" W 303 FT TO S LI TH N 89DEG-20'-08" W 324.30 FT TO BEG** ***SPLIT 14-360-017 & 140 INTO 14-360-171 & 141 FOR 2022 ROLL***

Table 1

Eligible Activity Costs

MSHDA Housing Development Activities Costs and Schedule		
MSHDA Eligible Activities	Cost	Completion Season/Year
Public Infrastructure	\$3,407,750	Fall 2024
<i>Sidewalks</i>	\$160,000	
<i>Landscaping</i>	\$500,000	
<i>Lighting</i>	\$225,000	
<i>Roads</i>	\$750,000	
<i>Water and Sanitary Sewer Main</i>	\$372,750	
<i>Subsurface Infiltration Bed</i>	\$1,000,000	
<i>Infrastructure design and engineering</i>	\$400,000	
Site Preparation	\$606,670	Fall 2024
<i>Compaction & Sub-base Preparation</i>	\$120,000	
<i>Clearing and Grubbing</i>	\$50,000	
<i>Cut and Fill</i>	\$150,000	
<i>Staking</i>	\$25,000	
<i>Temporary Construction Access/Roads/Facility</i>	\$32,000	
<i>Temporary Erosion Control</i>	\$20,000	
<i>Geotechnical Engineering</i>	\$9,670	
<i>Site Prep Design and Engineering</i>	\$200,000	
Affordable Housing Financing Gap	\$2,756,760	
Brownfield Plan/Act 381 Work Plan	\$30,000	Winter 2024
<i>Brownfield Plan Preparation</i>	\$15,000	
<i>Work Plan Preparation</i>	\$15,000	
Brownfield Plan Implementation	\$30,000	
MSHDA Eligible Activities Subtotal	\$6,831,180	
Contingency (15%)	\$602,163	
Interest (3%)	\$1,350,162	
MSHDA Eligible Activities Total Costs	\$8,783,505	

Table 2

Tax Capture Schedule



Tax Increment Revenue Capture Estimates
 Q Corners, LLC
 6850 W. Q Avenue
 Texas Township, Kalamazoo, Michigan
 February 15, 2024

Estimated Taxable Value (TV) Increase Rate: 1.00%

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Calendar Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
*Base Taxable Value	\$ 240,450	\$ 240,450	\$ 240,450	\$ 240,450	\$ 240,450	\$ 240,450	\$ 240,450	\$ 240,450	\$ 240,450	\$ 240,450	\$ 240,450	\$ 240,450	\$ 240,450	\$ 240,450	\$ 240,450
Estimated New TV	\$ 7,940,000	\$8,019,400	\$8,099,594	\$8,180,590	\$8,262,396	\$8,345,020	\$8,428,470	\$8,512,755	\$8,597,882	\$8,683,861	\$8,770,700	\$8,858,407	\$8,946,991	\$9,036,461	\$9,126,825
Incremental Difference (New TV - Base TV)	\$ 7,699,550	\$7,778,950	\$7,859,144	\$7,940,140	\$8,021,946	\$8,104,570	\$8,188,020	\$8,272,305	\$8,357,432	\$8,443,411	\$8,530,250	\$8,617,957	\$8,706,541	\$8,796,011	\$8,886,375

Brownfield School Capture		Millage Rate															
State Education Tax (SET)	6.0000		\$ 23,099	\$ 23,337	\$ 23,577	\$ 23,820	\$ 24,066	\$ 24,314	\$ 24,564	\$ 24,817	\$ 25,072	\$ 25,330	\$ 25,591	\$ 25,854	\$ 26,120	\$ 26,388	\$ 26,659
School Operating Tax	17.5695		\$ 129,238	\$ 130,571	\$ 131,917	\$ 133,276	\$ 134,650	\$ 136,036	\$ 137,437	\$ 138,852	\$ 140,281	\$ 141,724	\$ 143,181	\$ 144,654	\$ 146,141	\$ 147,642	\$ 149,159
School Total	23.5695		\$ 152,337	\$ 153,908	\$ 155,494	\$ 157,097	\$ 158,715	\$ 160,350	\$ 162,001	\$ 163,669	\$ 165,353	\$ 167,054	\$ 168,772	\$ 170,508	\$ 172,260	\$ 174,030	\$ 175,818

Brownfield Local Capture		Millage Rate															
Fire Improvement	0.9805		\$ 7,549	\$ 7,627	\$ 7,706	\$ 7,785	\$ 7,866	\$ 7,947	\$ 8,028	\$ 8,111	\$ 8,194	\$ 8,279	\$ 8,364	\$ 8,450	\$ 8,537	\$ 8,624	\$ 8,713
Sinking Fund	0.4988		\$ 3,841	\$ 3,880	\$ 3,920	\$ 3,961	\$ 4,001	\$ 4,043	\$ 4,084	\$ 4,126	\$ 4,169	\$ 4,212	\$ 4,255	\$ 4,299	\$ 4,343	\$ 4,387	\$ 4,433
KRESA ISD	6.9853		\$ 53,784	\$ 54,338	\$ 54,898	\$ 55,464	\$ 56,036	\$ 56,613	\$ 57,196	\$ 57,785	\$ 58,379	\$ 58,980	\$ 59,586	\$ 60,199	\$ 60,818	\$ 61,443	\$ 62,074
Lib-port-extra	0.4986		\$ 3,839	\$ 3,879	\$ 3,919	\$ 3,959	\$ 4,000	\$ 4,041	\$ 4,083	\$ 4,125	\$ 4,167	\$ 4,210	\$ 4,253	\$ 4,297	\$ 4,341	\$ 4,386	\$ 4,431
County 911	0.6459		\$ 4,973	\$ 5,024	\$ 5,076	\$ 5,129	\$ 5,181	\$ 5,235	\$ 5,289	\$ 5,343	\$ 5,398	\$ 5,454	\$ 5,510	\$ 5,566	\$ 5,624	\$ 5,681	\$ 5,740
County Operating	4.6318		\$ 35,663	\$ 36,031	\$ 36,402	\$ 36,777	\$ 37,156	\$ 37,539	\$ 37,925	\$ 38,316	\$ 38,710	\$ 39,108	\$ 39,510	\$ 39,917	\$ 40,327	\$ 40,741	\$ 41,160
Public Safety	1.4380		\$ 11,072	\$ 11,186	\$ 11,301	\$ 11,418	\$ 11,536	\$ 11,654	\$ 11,774	\$ 11,896	\$ 12,018	\$ 12,142	\$ 12,266	\$ 12,393	\$ 12,520	\$ 12,649	\$ 12,779
County Seniors	0.3462		\$ 2,666	\$ 2,693	\$ 2,721	\$ 2,749	\$ 2,777	\$ 2,806	\$ 2,835	\$ 2,864	\$ 2,893	\$ 2,923	\$ 2,953	\$ 2,984	\$ 3,014	\$ 3,045	\$ 3,076
County Housing Fund	0.7453		\$ 5,738	\$ 5,798	\$ 5,857	\$ 5,918	\$ 5,979	\$ 6,040	\$ 6,103	\$ 6,165	\$ 6,229	\$ 6,293	\$ 6,358	\$ 6,423	\$ 6,489	\$ 6,556	\$ 6,623
KCTA	0.3110		\$ 2,395	\$ 2,419	\$ 2,444	\$ 2,469	\$ 2,495	\$ 2,521	\$ 2,546	\$ 2,573	\$ 2,599	\$ 2,626	\$ 2,653	\$ 2,680	\$ 2,708	\$ 2,736	\$ 2,764
KVCC	2.7802		\$ 21,406	\$ 21,627	\$ 21,850	\$ 22,075	\$ 22,303	\$ 22,532	\$ 22,764	\$ 22,999	\$ 23,235	\$ 23,474	\$ 23,716	\$ 23,960	\$ 24,206	\$ 24,455	\$ 24,706
Lib-port-voted	1.4959		\$ 11,518	\$ 11,637	\$ 11,756	\$ 11,878	\$ 12,000	\$ 12,124	\$ 12,248	\$ 12,375	\$ 12,502	\$ 12,630	\$ 12,760	\$ 12,892	\$ 13,024	\$ 13,158	\$ 13,293
Township Operating	0.8321		\$ 6,407	\$ 6,473	\$ 6,540	\$ 6,607	\$ 6,675	\$ 6,744	\$ 6,813	\$ 6,883	\$ 6,954	\$ 7,026	\$ 7,098	\$ 7,171	\$ 7,245	\$ 7,319	\$ 7,394
Local Total	22.1896		\$ 170,850	\$ 172,612	\$ 174,391	\$ 176,189	\$ 178,004	\$ 179,837	\$ 181,689	\$ 183,559	\$ 185,448	\$ 187,356	\$ 189,283	\$ 191,229	\$ 193,195	\$ 195,180	\$ 197,185

Non-Capturable Millages		Millage Rate															
School Debt	6.8500		\$ 52,742	\$ 53,286	\$ 53,835	\$ 54,390	\$ 54,950	\$ 55,516	\$ 56,088	\$ 56,665	\$ 57,248	\$ 57,837	\$ 58,432	\$ 59,033	\$ 59,640	\$ 60,253	\$ 60,872
Juvenile Home Debt	0.1613		\$ 1,242	\$ 1,255	\$ 1,268	\$ 1,281	\$ 1,294	\$ 1,307	\$ 1,321	\$ 1,334	\$ 1,348	\$ 1,362	\$ 1,376	\$ 1,390	\$ 1,404	\$ 1,419	\$ 1,433
Total Non-Capturable Taxes	7.0113		\$ 53,984	\$ 54,541	\$ 55,103	\$ 55,671	\$ 56,244	\$ 56,824	\$ 57,409	\$ 58,000	\$ 58,596	\$ 59,199	\$ 59,808	\$ 60,423	\$ 61,044	\$ 61,671	\$ 62,305

Total Millage	52.7704															
Total Tax Increment Revenue (TIR) Available for Capture		\$ 206,321	\$ 208,448	\$ 210,597	\$ 212,768	\$ 214,960	\$ 217,174	\$ 219,410	\$ 221,668	\$ 223,949	\$ 226,253	\$ 228,580	\$ 230,931	\$ 233,304	\$ 235,702	\$ 238,123

Total tax paid \$418,996.98

Footnotes:
 Assumes \$50k TV for Studio \$55k TV for 1BR, \$65k TV for 2BR, \$200,000 TV for townhomes
 Assumes DDA Opt-out for Residential portion of the development



Tax Increment Revenue Capture Estimates
 Q Corners, LLC
 6850 W. Q Avenue
 Texas Township, Kalamazoo, Michigan
 February 15, 2024

Estimated Taxable Value (TV) Increase Rate:

Plan Year	16	17	18	19	20	21	22	23	24	25	26	27	28	29
Calendar Year	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053
*Base Taxable Value	\$ 240,450	\$ 240,450	\$ 240,450	\$ 240,450	\$ 240,450	\$ 240,450	\$ 240,450	\$ 240,450	\$ 240,450	\$ 240,450	\$ 240,450	\$ 240,450	\$ 240,450	\$ 240,450
Estimated New TV	\$9,218,094	\$9,310,274	\$9,403,377	\$9,497,411	\$9,592,385	\$9,688,309	\$9,785,192	\$9,883,044	\$9,981,874	\$10,081,693	\$10,182,510	\$10,284,335	\$10,387,178	\$10,491,050
Incremental Difference (New TV - Base TV)	\$8,977,644	\$9,069,824	\$9,162,927	\$9,256,961	\$9,351,935	\$9,447,859	\$9,544,742	\$9,642,594	\$9,741,424	\$9,841,243	\$9,942,060	\$10,043,885	\$10,146,728	\$10,250,600

Brownfield School Capture		Millage Rate													
State Education Tax (SET)	6.0000	\$ 26,933	\$ 27,209	\$ 27,489	\$ 27,771	\$ 28,056	\$ 28,344	\$ 28,634	\$ 28,928	\$ 29,224	\$ 29,524	\$ 29,826	\$ 30,132	\$ 30,440	\$ 30,752
School Operating Tax	17.5695	\$ 150,691	\$ 152,238	\$ 153,801	\$ 155,379	\$ 156,974	\$ 158,584	\$ 160,210	\$ 161,852	\$ 163,511	\$ 165,187	\$ 166,879	\$ 168,588	\$ 170,314	\$ 172,058
School Total	23.5695	\$ 177,624	\$ 179,448	\$ 181,290	\$ 183,150	\$ 185,029	\$ 186,927	\$ 188,844	\$ 190,780	\$ 192,736	\$ 194,710	\$ 196,705	\$ 198,720	\$ 200,755	\$ 202,810

Brownfield Local Capture		Millage Rate													
Fire Improvement	0.9805	\$ 8,803	\$ 8,893	\$ 8,984	\$ 9,076	\$ 9,170	\$ 9,264	\$ 9,359	\$ 9,455	\$ 9,551	\$ 9,649	\$ 9,748	\$ 9,848	\$ 9,949	\$ 10,051
Sinking Fund	0.4988	\$ 4,478	\$ 4,524	\$ 4,570	\$ 4,617	\$ 4,665	\$ 4,713	\$ 4,761	\$ 4,810	\$ 4,859	\$ 4,909	\$ 4,959	\$ 5,010	\$ 5,061	\$ 5,113
KRESA ISD	6.9853	\$ 62,712	\$ 63,355	\$ 64,006	\$ 64,663	\$ 65,326	\$ 65,996	\$ 66,673	\$ 67,356	\$ 68,047	\$ 68,744	\$ 69,448	\$ 70,160	\$ 70,878	\$ 71,604
Lib-port-extra	0.4986	\$ 4,476	\$ 4,522	\$ 4,569	\$ 4,616	\$ 4,663	\$ 4,711	\$ 4,759	\$ 4,808	\$ 4,857	\$ 4,907	\$ 4,957	\$ 5,008	\$ 5,059	\$ 5,111
County 911	0.6459	\$ 5,799	\$ 5,858	\$ 5,918	\$ 5,979	\$ 6,040	\$ 6,102	\$ 6,165	\$ 6,228	\$ 6,292	\$ 6,356	\$ 6,422	\$ 6,487	\$ 6,554	\$ 6,621
County Operating	4.6318	\$ 41,583	\$ 42,010	\$ 42,441	\$ 42,876	\$ 43,316	\$ 43,761	\$ 44,209	\$ 44,663	\$ 45,120	\$ 45,583	\$ 46,050	\$ 46,521	\$ 46,998	\$ 47,479
Public Safety	1.4380	\$ 12,910	\$ 13,042	\$ 13,176	\$ 13,312	\$ 13,448	\$ 13,586	\$ 13,725	\$ 13,866	\$ 14,008	\$ 14,152	\$ 14,297	\$ 14,443	\$ 14,591	\$ 14,740
County Seniors	0.3462	\$ 3,108	\$ 3,140	\$ 3,172	\$ 3,205	\$ 3,238	\$ 3,271	\$ 3,304	\$ 3,338	\$ 3,372	\$ 3,407	\$ 3,442	\$ 3,477	\$ 3,513	\$ 3,549
County Housing Fund	0.7453	\$ 6,691	\$ 6,760	\$ 6,829	\$ 6,899	\$ 6,970	\$ 7,041	\$ 7,114	\$ 7,187	\$ 7,260	\$ 7,335	\$ 7,410	\$ 7,486	\$ 7,562	\$ 7,640
KCTA	0.3110	\$ 2,792	\$ 2,821	\$ 2,850	\$ 2,879	\$ 2,908	\$ 2,938	\$ 2,968	\$ 2,999	\$ 3,030	\$ 3,061	\$ 3,092	\$ 3,124	\$ 3,156	\$ 3,188
KVCC	2.7802	\$ 24,960	\$ 25,216	\$ 25,475	\$ 25,736	\$ 26,000	\$ 26,267	\$ 26,536	\$ 26,808	\$ 27,083	\$ 27,361	\$ 27,641	\$ 27,924	\$ 28,210	\$ 28,499
Lib-port-voted	1.4959	\$ 13,430	\$ 13,568	\$ 13,707	\$ 13,847	\$ 13,990	\$ 14,133	\$ 14,278	\$ 14,424	\$ 14,572	\$ 14,722	\$ 14,872	\$ 15,025	\$ 15,178	\$ 15,334
Township Operating	0.8321	\$ 7,470	\$ 7,547	\$ 7,624	\$ 7,703	\$ 7,782	\$ 7,862	\$ 7,942	\$ 8,024	\$ 8,106	\$ 8,189	\$ 8,273	\$ 8,358	\$ 8,443	\$ 8,530
Local Total	22.1896	\$ 199,210	\$ 201,256	\$ 203,322	\$ 205,408	\$ 207,516	\$ 209,644	\$ 211,794	\$ 213,965	\$ 216,158	\$ 218,373	\$ 220,610	\$ 222,870	\$ 225,152	\$ 227,457

Non-Capturable Millages		Millage Rate													
School Debt	6.8500	\$ 61,497	\$ 62,128	\$ 62,766	\$ 63,410	\$ 64,061	\$ 64,718	\$ 65,381	\$ 66,052	\$ 66,729	\$ 67,413	\$ 68,103	\$ 68,801	\$ 69,505	\$ 70,217
Juvenile Home Debt	0.1613	\$ 1,448	\$ 1,463	\$ 1,478	\$ 1,493	\$ 1,508	\$ 1,524	\$ 1,540	\$ 1,555	\$ 1,571	\$ 1,587	\$ 1,604	\$ 1,620	\$ 1,637	\$ 1,653
Total Non-Capturable Taxes	7.0113	\$ 62,945	\$ 63,591	\$ 64,244	\$ 64,903	\$ 65,569	\$ 66,242	\$ 66,921	\$ 67,607	\$ 68,300	\$ 69,000	\$ 69,707	\$ 70,421	\$ 71,142	\$ 71,870

Total Millage 52.7704

Total Tax Increment Revenue (TIR) Available for Capture \$ 240,569 \$ 243,039 \$ 245,534 \$ 248,054 \$ 250,599 \$ 253,169 \$ 255,765 \$ 258,387 \$ 261,036 \$ 263,710 \$ 266,412 \$ 269,140 \$ 271,896 \$ 274,680

Total tax paid

Footnotes:
 Assumes \$50k TV for Studio \$55k TV for 1BR, \$65k TV for 2BR, \$200,000 TV for tov
 Assumes DDA Opt-out for Residential portion of the development



Tax Increment Revenue Capture Estimates

Q Corners, LLC
 6850 W. Q Avenue
 Texas Township, Kalamazoo, Michigan
 February 15, 2024

Estimated Taxable Value (TV) Increase Rate:

	Plan Year	30	TOTAL
Calendar Year		2054	
*Base Taxable Value	\$	240,450	\$ -
Estimated New TV	\$	10,595,961	\$ -
Incremental Difference (New TV - Base TV)	\$	10,355,511	\$ -

Brownfield School Capture		Millage Rate		
State Education Tax (SET)	6.0000	\$	31,067	\$ 806,936
School Operating Tax	17.5695	\$	173,819	\$ 4,514,844
School Total	23.5695	\$	204,885	\$ 5,321,780

Brownfield Local Capture		Millage Rate		
Fire Improvement	0.9805	\$	10,154	\$ 263,733
Sinking Fund	0.4988	\$	5,165	\$ 134,166
KRESA ISD	6.9853	\$	72,336	\$ 1,878,896
Lib-port-extra	0.4986	\$	5,163	\$ 134,113
County 911	0.6459	\$	6,689	\$ 173,733
County Operating	4.6318	\$	47,965	\$ 1,245,855
Public Safety	1.4380	\$	14,891	\$ 386,791
County Seniors	0.3462	\$	3,585	\$ 93,120
County Housing Fund	0.7453	\$	7,718	\$ 200,470
KCTA	0.3110	\$	3,221	\$ 83,652
KVCC	2.7802	\$	28,790	\$ 747,814
Lib-port-voted	1.4959	\$	15,491	\$ 402,365
Township Operating	0.8321	\$	8,617	\$ 223,817
Local Total	22.1896	\$	229,785	\$ 5,968,526
				\$ -

Non-Capturable Millages		Millage Rate		
School Debt	6.8500	\$	70,935	\$ 1,842,503
Juvenile Home Debt	0.1613	\$	1,670	\$ 43,386
Total Non-Capturable Taxes	7.0113	\$	72,606	\$ 1,885,889
Total Millage	52.7704			

Total Tax Increment Revenue (TIR) Available for Capture \$ 277,491 \$ -

Total tax paid

Footnotes:

Assumes \$50k TV for Studio \$55k TV for 1BR, \$65k TV for 2BR, \$200,000 TV for town

Assumes DDA Opt-out for Residential portion of the development



Tax Increment Revenue Capture Estimates
 Q Corners, LLC
 6850 W. Q Avenue
 Texas Township, Kalamazoo, Michigan
 February 15, 2024

Estimated Taxable Value (TV) Increase Rate:		1%														
Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
Calendar Year	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	
*Base Taxable Value	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Estimated New TV				\$ 1,700,000	\$ 1,717,000	\$ 1,734,170	\$ 1,751,512	\$ 1,769,027	\$ 1,786,717	\$ 1,804,584	\$ 1,822,630	\$ 1,840,856	\$ 1,859,265	\$ 1,877,858	\$ 1,896,636	
Incremental Difference (New TV - Base TV)	\$ -	\$ -	\$ -	\$ 1,700,000	\$ 1,717,000	\$ 1,734,170	\$ 1,751,512	\$ 1,769,027	\$ 1,786,717	\$ 1,804,584	\$ 1,822,630	\$ 1,840,856	\$ 1,859,265	\$ 1,877,858	\$ 1,896,636	

Brownfield School Capture		Millage Rate															
State Education Tax (SET)	6.0000		\$ -	\$ -	\$ -	\$ 5,100	\$ 5,151	\$ 5,203	\$ 5,255	\$ 5,307	\$ 5,360	\$ 5,414	\$ 5,468	\$ 5,523	\$ 5,578	\$ 5,634	\$ 5,690
School Operating Tax	17.5695		\$ -	\$ -	\$ -	\$ 14,934	\$ 15,083	\$ 15,234	\$ 15,387	\$ 15,540	\$ 15,696	\$ 15,853	\$ 16,011	\$ 16,171	\$ 16,333	\$ 16,497	\$ 16,661
School Total	23.5695		\$ -	\$ -	\$ -	\$ 20,034	\$ 20,234	\$ 20,437	\$ 20,641	\$ 20,848	\$ 21,056	\$ 21,267	\$ 21,479	\$ 21,694	\$ 21,911	\$ 22,130	\$ 22,351

Brownfield Local Capture		Millage Rate															
Fire Improvement	0.9805		\$ -	\$ -	\$ -	\$ 1,667	\$ 1,684	\$ 1,700	\$ 1,717	\$ 1,735	\$ 1,752	\$ 1,769	\$ 1,787	\$ 1,805	\$ 1,823	\$ 1,841	\$ 1,860
Sinking Fund	0.4988		\$ -	\$ -	\$ -	\$ 848	\$ 856	\$ 865	\$ 874	\$ 882	\$ 891	\$ 900	\$ 909	\$ 918	\$ 927	\$ 937	\$ 946
KRESA ISD	6.9853		\$ -	\$ -	\$ -	\$ 11,875	\$ 11,994	\$ 12,114	\$ 12,235	\$ 12,357	\$ 12,481	\$ 12,606	\$ 12,732	\$ 12,859	\$ 12,988	\$ 13,117	\$ 13,249
Lib-port-extra	0.4986		\$ -	\$ -	\$ -	\$ 848	\$ 856	\$ 865	\$ 873	\$ 882	\$ 891	\$ 900	\$ 909	\$ 918	\$ 927	\$ 936	\$ 946
County 911	0.6459		\$ -	\$ -	\$ -	\$ 1,098	\$ 1,109	\$ 1,120	\$ 1,131	\$ 1,143	\$ 1,154	\$ 1,166	\$ 1,177	\$ 1,189	\$ 1,201	\$ 1,213	\$ 1,225
Local Total	9.6091		\$ -	\$ -	\$ -	\$ 16,335	\$ 16,499	\$ 16,664	\$ 16,830	\$ 16,999	\$ 17,169	\$ 17,340	\$ 17,514	\$ 17,689	\$ 17,866	\$ 18,045	\$ 18,225

DDA Capture		Millage Rate															
County Operating	4.6318		\$ -	\$ -	\$ -	\$ 7,874	\$ 7,953	\$ 8,032	\$ 8,113	\$ 8,194	\$ 8,276	\$ 8,358	\$ 8,442	\$ 8,526	\$ 8,612	\$ 8,698	\$ 8,785
Public Safety	1.4380		\$ -	\$ -	\$ -	\$ 2,445	\$ 2,469	\$ 2,494	\$ 2,519	\$ 2,544	\$ 2,569	\$ 2,595	\$ 2,621	\$ 2,647	\$ 2,674	\$ 2,700	\$ 2,727
County Seniors	0.3462		\$ -	\$ -	\$ -	\$ 589	\$ 594	\$ 600	\$ 606	\$ 612	\$ 619	\$ 625	\$ 631	\$ 637	\$ 644	\$ 650	\$ 657
County Housing Fund	0.7453		\$ -	\$ -	\$ -	\$ 1,267	\$ 1,280	\$ 1,292	\$ 1,305	\$ 1,318	\$ 1,332	\$ 1,345	\$ 1,358	\$ 1,372	\$ 1,386	\$ 1,400	\$ 1,414
KCTA	0.3110		\$ -	\$ -	\$ -	\$ 529	\$ 534	\$ 539	\$ 545	\$ 550	\$ 556	\$ 561	\$ 567	\$ 573	\$ 578	\$ 584	\$ 590
KVCC	2.7802		\$ -	\$ -	\$ -	\$ 4,726	\$ 4,774	\$ 4,821	\$ 4,870	\$ 4,918	\$ 4,967	\$ 5,017	\$ 5,067	\$ 5,118	\$ 5,169	\$ 5,221	\$ 5,273
Lib-port-voted	1.4959		\$ -	\$ -	\$ -	\$ 2,543	\$ 2,568	\$ 2,594	\$ 2,620	\$ 2,646	\$ 2,673	\$ 2,699	\$ 2,726	\$ 2,754	\$ 2,781	\$ 2,809	\$ 2,837
Township Operating	0.8321		\$ -	\$ -	\$ -	\$ 1,415	\$ 1,429	\$ 1,443	\$ 1,457	\$ 1,472	\$ 1,487	\$ 1,502	\$ 1,517	\$ 1,532	\$ 1,547	\$ 1,563	\$ 1,578
Local Total	12.5805		\$ -	\$ -	\$ -	\$ 21,387	\$ 21,601	\$ 21,817	\$ 22,035	\$ 22,255	\$ 22,478	\$ 22,703	\$ 22,930	\$ 23,159	\$ 23,390	\$ 23,624	\$ 23,861

Non-Capturable Millages		Millage Rate															
School Debt	6.8500		\$ -	\$ -	\$ -	\$ 11,645	\$ 11,761	\$ 11,879	\$ 11,998	\$ 12,118	\$ 12,239	\$ 12,361	\$ 12,485	\$ 12,610	\$ 12,736	\$ 12,863	\$ 12,992
Juvenile Home Debt	0.1613		\$ -	\$ -	\$ -	\$ 274	\$ 277	\$ 280	\$ 283	\$ 285	\$ 288	\$ 291	\$ 294	\$ 297	\$ 300	\$ 303	\$ 306
Total Non-Capturable Taxes	7.0113		\$ -	\$ -	\$ -	\$ 11,919	\$ 12,038	\$ 12,159	\$ 12,280	\$ 12,403	\$ 12,527	\$ 12,652	\$ 12,779	\$ 12,907	\$ 13,036	\$ 13,166	\$ 13,298

Total Tax Increment Revenue (TIR) Available for Capture \$ - \$ - \$ - \$ 48,289 \$ 48,772 \$ 49,259 \$ 49,752 \$ 50,249 \$ 50,752 \$ 51,259 \$ 51,772 \$ 52,290 \$ 52,813 \$ 53,341 \$ 53,874

Footnotes:
 Commercial development is dependent on market demand.



Tax Increment Revenue Capture Estimates
 Q Corners, LLC
 6850 W. Q Avenue
 Texas Township, Kalamazoo, Michigan
 February 15, 2024

16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL
2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 1,915,603	\$ 1,934,759	\$ 1,954,106	\$ 1,973,647	\$ 1,993,384	\$ 2,013,318	\$ 2,033,451	\$ 2,053,785	\$ 2,074,323	\$ 2,095,066	\$ 2,116,017	\$ 2,137,177	\$ 2,158,549	\$ 2,180,134	\$ 2,201,936	\$ -
\$ 1,915,603	\$ 1,934,759	\$ 1,954,106	\$ 1,973,647	\$ 1,993,384	\$ 2,013,318	\$ 2,033,451	\$ 2,053,785	\$ 2,074,323	\$ 2,095,066	\$ 2,116,017	\$ 2,137,177	\$ 2,158,549	\$ 2,180,134	\$ 2,201,936	\$ -
\$ 5,747	\$ 5,804	\$ 5,862	\$ 5,921	\$ 5,980	\$ 6,040	\$ 6,100	\$ 6,161	\$ 6,223	\$ 6,285	\$ 6,348	\$ 6,412	\$ 6,476	\$ 6,540	\$ 6,606	\$ -
\$ 16,828	\$ 16,996	\$ 17,166	\$ 17,338	\$ 17,511	\$ 17,686	\$ 17,863	\$ 18,042	\$ 18,222	\$ 18,405	\$ 18,589	\$ 18,775	\$ 18,962	\$ 19,152	\$ 19,343	\$ -
\$ 22,575	\$ 22,801	\$ 23,029	\$ 23,259	\$ 23,492	\$ 23,726	\$ 23,964	\$ 24,203	\$ 24,445	\$ 24,690	\$ 24,937	\$ 25,186	\$ 25,438	\$ 25,692	\$ 25,949	\$ -
\$ 1,878	\$ 1,897	\$ 1,916	\$ 1,935	\$ 1,955	\$ 1,974	\$ 1,994	\$ 2,014	\$ 2,034	\$ 2,054	\$ 2,075	\$ 2,096	\$ 2,116	\$ 2,138	\$ 2,159	\$ 51,374
\$ 956	\$ 965	\$ 975	\$ 984	\$ 994	\$ 1,004	\$ 1,014	\$ 1,024	\$ 1,035	\$ 1,045	\$ 1,055	\$ 1,066	\$ 1,077	\$ 1,087	\$ 1,098	\$ 26,135
\$ 13,381	\$ 13,515	\$ 13,650	\$ 13,787	\$ 13,924	\$ 14,064	\$ 14,204	\$ 14,346	\$ 14,490	\$ 14,635	\$ 14,781	\$ 14,929	\$ 15,078	\$ 15,229	\$ 15,381	\$ 365,998
\$ 955	\$ 965	\$ 974	\$ 984	\$ 994	\$ 1,004	\$ 1,014	\$ 1,024	\$ 1,034	\$ 1,045	\$ 1,055	\$ 1,066	\$ 1,076	\$ 1,087	\$ 1,098	\$ 26,124
\$ 1,237	\$ 1,250	\$ 1,262	\$ 1,275	\$ 1,288	\$ 1,300	\$ 1,313	\$ 1,327	\$ 1,340	\$ 1,353	\$ 1,367	\$ 1,380	\$ 1,394	\$ 1,408	\$ 1,422	\$ 33,842
\$ 18,407	\$ 18,591	\$ 18,777	\$ 18,965	\$ 19,155	\$ 19,346	\$ 19,540	\$ 19,735	\$ 19,932	\$ 20,132	\$ 20,333	\$ 20,536	\$ 20,742	\$ 20,949	\$ 21,159	\$ 503,474
															\$ -
															\$ -
\$ 8,873	\$ 8,961	\$ 9,051	\$ 9,142	\$ 9,233	\$ 9,325	\$ 9,419	\$ 9,513	\$ 9,608	\$ 9,704	\$ 9,801	\$ 9,899	\$ 9,998	\$ 10,098	\$ 10,199	\$ 242,686
\$ 2,755	\$ 2,782	\$ 2,810	\$ 2,838	\$ 2,866	\$ 2,895	\$ 2,924	\$ 2,953	\$ 2,983	\$ 3,013	\$ 3,043	\$ 3,073	\$ 3,104	\$ 3,135	\$ 3,166	\$ 75,345
\$ 663	\$ 670	\$ 677	\$ 683	\$ 690	\$ 697	\$ 704	\$ 711	\$ 718	\$ 725	\$ 733	\$ 740	\$ 747	\$ 755	\$ 762	\$ 18,139
\$ 1,428	\$ 1,442	\$ 1,456	\$ 1,471	\$ 1,486	\$ 1,501	\$ 1,516	\$ 1,531	\$ 1,546	\$ 1,561	\$ 1,577	\$ 1,593	\$ 1,609	\$ 1,625	\$ 1,641	\$ 39,050
\$ 596	\$ 602	\$ 608	\$ 614	\$ 620	\$ 626	\$ 632	\$ 639	\$ 645	\$ 652	\$ 658	\$ 665	\$ 671	\$ 678	\$ 685	\$ 16,295
\$ 5,326	\$ 5,379	\$ 5,433	\$ 5,487	\$ 5,542	\$ 5,597	\$ 5,653	\$ 5,710	\$ 5,767	\$ 5,825	\$ 5,883	\$ 5,942	\$ 6,001	\$ 6,061	\$ 6,122	\$ 145,670
\$ 2,866	\$ 2,894	\$ 2,923	\$ 2,952	\$ 2,982	\$ 3,012	\$ 3,042	\$ 3,072	\$ 3,103	\$ 3,134	\$ 3,165	\$ 3,197	\$ 3,229	\$ 3,261	\$ 3,294	\$ 78,378
\$ 1,594	\$ 1,610	\$ 1,626	\$ 1,642	\$ 1,659	\$ 1,675	\$ 1,692	\$ 1,709	\$ 1,726	\$ 1,743	\$ 1,761	\$ 1,778	\$ 1,796	\$ 1,814	\$ 1,832	\$ 43,598
\$ 24,099	\$ 24,340	\$ 24,584	\$ 24,829	\$ 25,078	\$ 25,329	\$ 25,582	\$ 25,838	\$ 26,096	\$ 26,357	\$ 26,621	\$ 26,887	\$ 27,156	\$ 27,427	\$ 27,701	\$ 659,162
															\$ -
\$ 42,506	\$ 42,932	\$ 43,361	\$ 43,794	\$ 44,232	\$ 44,675	\$ 45,121	\$ 45,573	\$ 46,028	\$ 46,489	\$ 46,954	\$ 47,423	\$ 47,897	\$ 48,376	\$ 48,860	\$ 1,162,635
															\$ -
\$ 13,122	\$ 13,253	\$ 13,386	\$ 13,519	\$ 13,655	\$ 13,791	\$ 13,929	\$ 14,068	\$ 14,209	\$ 14,351	\$ 14,495	\$ 14,640	\$ 14,786	\$ 14,934	\$ 15,083	\$ 358,909
\$ 309	\$ 312	\$ 315	\$ 318	\$ 322	\$ 325	\$ 328	\$ 331	\$ 335	\$ 338	\$ 341	\$ 345	\$ 348	\$ 352	\$ 355	\$ 8,451
\$ 13,431	\$ 13,565	\$ 13,701	\$ 13,838	\$ 13,976	\$ 14,116	\$ 14,257	\$ 14,400	\$ 14,544	\$ 14,689	\$ 14,836	\$ 14,984	\$ 15,134	\$ 15,286	\$ 15,438	\$ 367,361
\$ 54,413	\$ 54,957	\$ 55,507	\$ 56,062	\$ 56,622	\$ 57,189	\$ 57,760	\$ 58,338	\$ 58,921	\$ 59,511	\$ 60,106	\$ 60,707	\$ 61,314	\$ 61,927	\$ 62,546	\$ -



Table 3

Reimbursement Schedule



Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	51.5%			
Local	48.5%			
TOTAL				
MSHDA				
EGLE				

Estimated Total Years of Plan:	30
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Estimated Capture	\$ 12,411,248
Administrative Fees	\$ 647,200
State Brownfield Redevelopment Fund	\$ 482,061
Local Brownfield Revolving Fund	\$ 1,291,832

Plan Year	2025 - 2041																
	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041
Total State Incremental Revenue	\$ 152,337	\$ 153,908	\$ 155,494	\$ 177,131	\$ 178,950	\$ 180,787	\$ 182,642	\$ 184,516	\$ 186,409	\$ 188,321	\$ 190,251	\$ 192,202	\$ 194,171	\$ 196,160	\$ 198,170	\$ 200,199	\$ 202,248
State Brownfield Redevelopment Fund (50% of SET)	\$ 11,549	\$ 11,668	\$ 11,789	\$ 14,460	\$ 14,608	\$ 14,758	\$ 14,909	\$ 15,062	\$ 15,216	\$ 15,372	\$ 15,529	\$ 15,688	\$ 15,849	\$ 16,011	\$ 16,175	\$ 16,340	\$ 16,507
State TIR Available for Reimbursement	\$ 140,787	\$ 142,239	\$ 143,706	\$ 162,671	\$ 164,341	\$ 166,029	\$ 167,733	\$ 169,454	\$ 171,193	\$ 172,949	\$ 174,722	\$ 176,513	\$ 178,322	\$ 180,150	\$ 181,995	\$ 183,859	\$ 185,742
Total Local BRA Incremental Revenue	\$ 170,850	\$ 172,612	\$ 174,391	\$ 192,524	\$ 194,503	\$ 196,501	\$ 198,519	\$ 200,558	\$ 202,617	\$ 204,696	\$ 206,797	\$ 208,918	\$ 211,061	\$ 213,224	\$ 215,410	\$ 217,618	\$ 219,847
BRA Administrative Fee (10%)	\$ 17,085	\$ 17,261	\$ 17,439	\$ 19,252	\$ 19,450	\$ 19,650	\$ 19,852	\$ 20,056	\$ 20,262	\$ 20,470	\$ 20,680	\$ 20,892	\$ 21,106	\$ 21,322	\$ 21,541	\$ 21,762	\$ 21,985
Local BRA TIR Available for Reimbursement	\$ 153,765	\$ 155,351	\$ 156,952	\$ 173,272	\$ 175,052	\$ 176,851	\$ 178,667	\$ 180,502	\$ 182,355	\$ 184,227	\$ 186,117	\$ 188,026	\$ 189,954	\$ 191,902	\$ 193,869	\$ 195,856	\$ 197,862

Total State & Local TIR Available \$ - \$ -

DEVELOPER	Beginning Balance																	
DEVELOPER Brownfield Reimbursement Balance	\$ 4,367,033	\$ 4,210,319	\$ 4,050,567	\$ 3,887,747	\$ 3,689,643	\$ 3,488,087	\$ 3,283,045	\$ 3,074,483	\$ 2,862,365	\$ 2,646,655	\$ 2,427,317	\$ 2,204,316	\$ 1,977,614	\$ 1,747,176	\$ 1,512,962	\$ 1,274,936	\$ 1,033,059	\$ 787,293

MSHDA Housing Development - Costs To Developer																		
	\$ 4,364,833	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838	\$ 137,838
State Tax Reimbursement	\$ 138,587	\$ 142,239	\$ 143,706	\$ 162,671	\$ 164,341	\$ 166,029	\$ 167,733	\$ 169,454	\$ 171,193	\$ 172,949	\$ 174,722	\$ 176,513	\$ 178,322	\$ 180,150	\$ 181,995	\$ 183,859	\$ 185,742	
Local Tax Reimbursement	\$ 153,765	\$ 155,351	\$ 156,952	\$ 173,272	\$ 175,052	\$ 176,851	\$ 178,667	\$ 180,502	\$ 182,355	\$ 184,227	\$ 186,117	\$ 188,026	\$ 189,954	\$ 191,902	\$ 193,869	\$ 195,856	\$ 197,862	
Total MSHDA Reimbursement Balance	\$ 4,210,319	\$ 4,050,567	\$ 3,887,747	\$ 3,689,643	\$ 3,488,087	\$ 3,283,045	\$ 3,074,483	\$ 2,862,365	\$ 2,646,655	\$ 2,427,317	\$ 2,204,316	\$ 1,977,614	\$ 1,747,176	\$ 1,512,962	\$ 1,274,936	\$ 1,033,059	\$ 787,293	

EGLE Environmental Costs																		
	\$ 2,200																	
State Tax Reimbursement	\$ 2,200																	
Local Tax Reimbursement																		
Total EGLE Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Accrued Brownfield Interest																		
	3%	\$ 126,310	\$ 121,517	\$ 116,632	\$ 110,689	\$ 104,643	\$ 98,491	\$ 92,234	\$ 85,871	\$ 79,400	\$ 72,820	\$ 66,129	\$ 59,328	\$ 52,415	\$ 45,389	\$ 38,248	\$ 30,992	\$ 23,619
State Interest Payments																		
Local Interest Payments																		
Outstanding Interest Balance		\$ 126,310	\$ 247,827	\$ 364,459	\$ 475,148	\$ 579,791	\$ 678,282	\$ 770,517	\$ 856,388	\$ 935,787	\$ 1,008,607	\$ 1,074,736	\$ 1,134,065	\$ 1,186,480	\$ 1,231,869	\$ 1,270,117	\$ 1,301,109	\$ 1,324,727
Total Annual Developer Reimbursement		\$ 294,552	\$ 297,590	\$ 300,658	\$ 335,942	\$ 339,394	\$ 342,880	\$ 346,400	\$ 349,956	\$ 353,548	\$ 357,175	\$ 360,839	\$ 364,540	\$ 368,277	\$ 372,052	\$ 375,864	\$ 379,715	\$ 383,604

MSHDA Housing Development - Costs To Township																		
	\$ 212,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement																		
Local Tax Reimbursement																		
Total MSHDA Reimbursement Balance	\$ 212,750	\$ 212,750	\$ 212,750	\$ 212,750	\$ 212,750	\$ 212,750	\$ 212,750	\$ 212,750	\$ 212,750	\$ 212,750	\$ 212,750	\$ 212,750	\$ 212,750	\$ 212,750	\$ 212,750	\$ 212,750	\$ 212,750	\$ 212,750
Total Annual Township Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

MSHDA Housing Development - Costs To DDA																		
	\$ 99,000																	
State Tax Reimbursement																		
Local Tax Reimbursement																		
Total MSHDA Reimbursement Balance	\$ 99,000	\$ 99,000	\$ 99,000	\$ 99,000	\$ 99,000	\$ 99,000	\$ 99,000	\$ 99,000	\$ 99,000	\$ 99,000	\$ 99,000	\$ 99,000	\$ 99,000	\$ 99,000	\$ 99,000	\$ 99,000	\$ 99,000	\$ 99,000
Total Annual DDA Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

LOCAL BROWNFIELD REVOLVING FUND

LBRF Deposits *																		\$ -	\$ -
State Tax Capture	\$ -																	\$ -	\$ -
Local Tax Capture	\$ -																	\$ -	\$ -
Total LBRF Capture	\$ -																	\$ -	\$ -

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Footnotes:



Tax Increment Revenue Reimbursement Allocation Table
 Q Corners, LLC
 6850 W. Q Avenue
 Texas Township, Kalamazoo, Michigan
 February 15, 2024

	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL
	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	
Total State Incremental Revenue	\$ 204,319	\$ 206,409	\$ 208,521	\$ 210,654	\$ 212,808	\$ 214,983	\$ 217,181	\$ 219,400	\$ 221,642	\$ 223,906	\$ 226,192	\$ 228,502	\$ 230,835	\$ 5,939,248
State Brownfield Redevelopment Fund (50% of SET)	\$ 16,676	\$ 16,846	\$ 17,018	\$ 17,192	\$ 17,367	\$ 17,545	\$ 17,724	\$ 17,904	\$ 18,087	\$ 18,272	\$ 18,458	\$ 18,646	\$ 18,836	\$ 482,061
State TIR Available for Reimbursement	\$ 187,643	\$ 189,563	\$ 191,503	\$ 193,462	\$ 195,441	\$ 197,439	\$ 199,457	\$ 201,496	\$ 203,555	\$ 205,634	\$ 207,735	\$ 209,856	\$ 211,998	\$ 5,457,187
Total Local BRA Incremental Revenue	\$ 222,099	\$ 224,373	\$ 226,670	\$ 228,990	\$ 231,334	\$ 233,700	\$ 236,091	\$ 238,505	\$ 240,943	\$ 243,406	\$ 245,894	\$ 248,406	\$ 250,943	\$ 6,472,000
BRA Administrative Fee (10%)	\$ 22,210	\$ 22,437	\$ 22,667	\$ 22,899	\$ 23,133	\$ 23,370	\$ 23,609	\$ 23,850	\$ 24,094	\$ 24,341	\$ 24,589	\$ 24,841	\$ 25,094	\$ 647,200
Local BRA TIR Available for Reimbursement	\$ 199,889	\$ 201,936	\$ 204,003	\$ 206,091	\$ 208,200	\$ 210,330	\$ 212,482	\$ 214,654	\$ 216,849	\$ 219,066	\$ 221,304	\$ 223,565	\$ 225,849	\$ 5,824,800
Total State & Local TIR Available	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
DEVELOPER														
DEVELOPER Brownfield Reimbursement Balance	\$ 537,599	\$ 283,938	\$ 26,269	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<hr/>														
MSHDA Housing Development - Costs To Developer	\$ 137,838	\$ 137,838	\$ 137,838	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,121,593
State Tax Reimbursement	\$ 187,643	\$ 189,563	\$ 191,503	\$ 13,531	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,442,445
Local Tax Reimbursement	\$ 199,889	\$ 201,936	\$ 204,003	\$ 12,739	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,679,148
Total MSHDA Reimbursement Balance	\$ 537,599	\$ 283,938	\$ 26,269	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,121,593
EGLE Environmental Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement														\$ 2,200
Local Tax Reimbursement														\$ -
Total EGLE Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,200
Accrued Brownfield Interest	\$ 16,128	\$ 8,518	\$ 788	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Interest Payments	\$ -	\$ -	\$ -	\$ 179,931	\$ 195,441	\$ 197,439	\$ 85,229	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 658,039
Local Interest Payments	\$ -	\$ -	\$ -	\$ 193,353	\$ 208,200	\$ 210,330	\$ 80,239	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 692,122
Outstanding Interest Balance	\$ 1,340,855	\$ 1,349,374	\$ 1,350,162	\$ 976,878	\$ 573,237	\$ 165,468	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,350,162
Total Annual Developer Reimbursement	\$ 387,532	\$ 391,499	\$ 395,506	\$ 399,553	\$ 403,641	\$ 407,769	\$ 165,468	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,473,955
<hr/>														
MSHDA Housing Development - Costs To Township	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 109,583	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 109,583
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 103,167	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 103,167
Total MSHDA Reimbursement Balance	\$ 212,750	\$ 212,750	\$ 212,750	\$ 212,750	\$ 212,750	\$ 212,750	\$ 212,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 212,750
Total Annual Township Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 212,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<hr/>														
MSHDA Housing Development - Costs To DDA	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99,000
State Tax Reimbursement							\$ 4,646	\$ 33,624	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 38,269
Local Tax Reimbursement							\$ 29,075	\$ 31,655	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 60,731
Total MSHDA Reimbursement Balance	\$ 99,000	\$ 99,000	\$ 99,000	\$ 99,000	\$ 99,000	\$ 99,000	\$ 65,279	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99,000
Total Annual DDA Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 33,721	\$ 65,279	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 99,000
<hr/>														
LOCAL BROWNFIELD REVOLVING FUND														
LBRF Deposits *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,200
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 182,999	\$ 216,849	\$ 219,066	\$ 221,304	\$ 223,565	\$ 225,849	\$ 1,289,632
Total LBRF Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 185,199	\$ 216,849	\$ 219,066	\$ 221,304	\$ 223,565	\$ 225,849	\$ 1,291,832

* Up to five years of capture for LBRF Deposits after

Footnotes:

Attachment A

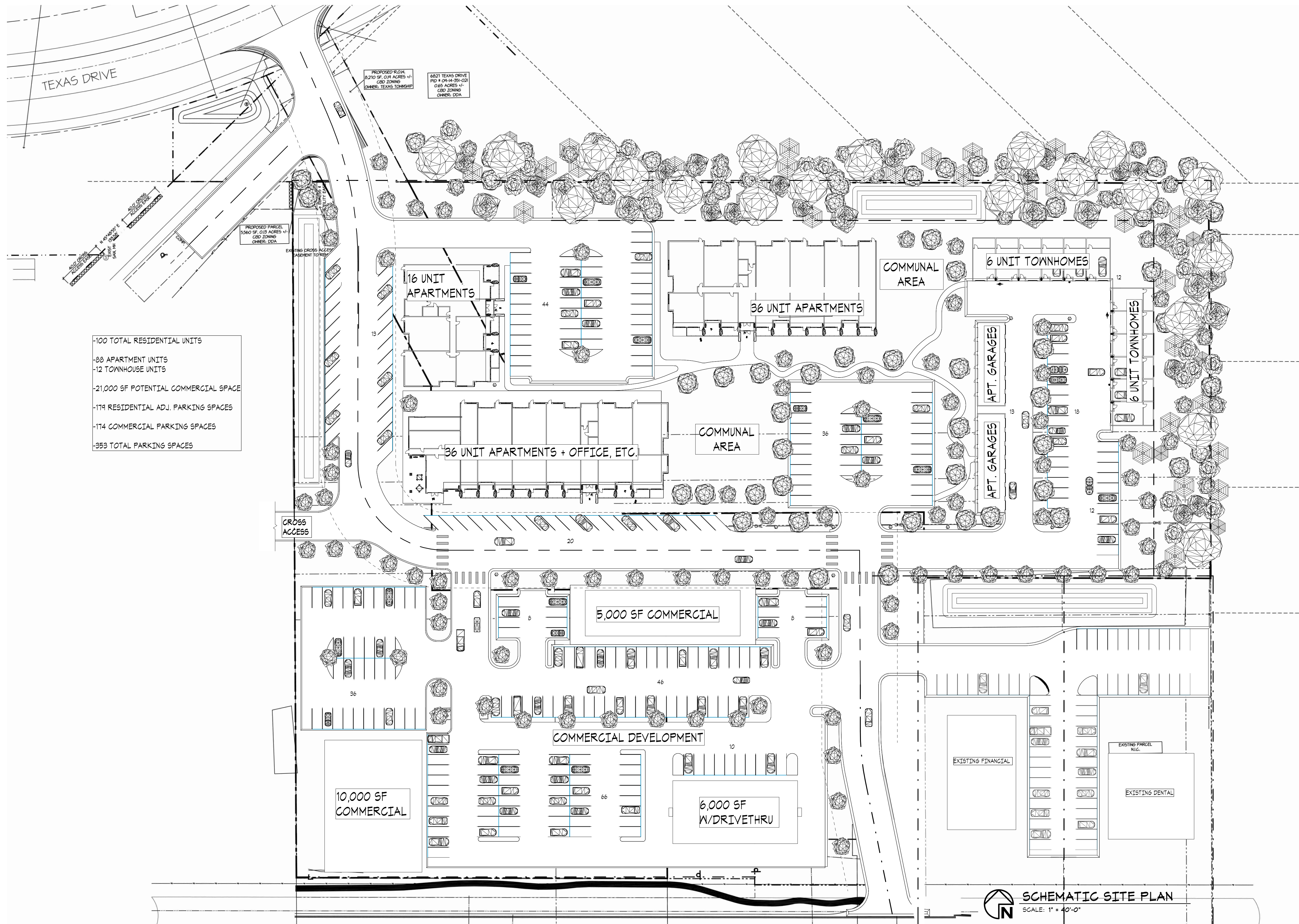
Brownfield Plan Resolutions

Attachment B

Reimbursement Agreement

Attachment C

Site Plan



- 100 TOTAL RESIDENTIAL UNITS
- 88 APARTMENT UNITS
- 12 TOWNHOUSE UNITS
- 21,000 SF POTENTIAL COMMERCIAL SPACE
- 119 RESIDENTIAL ADJ. PARKING SPACES
- 174 COMMERCIAL PARKING SPACES
- 353 TOTAL PARKING SPACES

Attachment D

Housing Study

**KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (KCBRA)
LOCAL BROWNFIELD REVOLVING FUND (LBRF)**

REPAYMENT AGREEMENT FOR GRANT FUNDING (GRA)

This Repayment Agreement is entered into on _____, 2024, by the Kalamazoo County Brownfield Redevelopment Authority (KCBRA), 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 Ave., Kalamazoo, MI 49007 (the "Authority"), and 530 Rose LDHA, LP (Rose Place Affordable Senior Housing), a Michigan limited dividend housing association, limited partnership, whose address is 102 E. Michigan Street, Mt. Pleasant, MI 48858 (the "Developer").

RECITALS

This Repayment Agreement is made under the following circumstances:

- A. 530 Rose LDHA, LP (Rose Place Affordable Senior Housing), a Michigan limited dividend housing association, limited partnership (the "Developer") has desires to seek reimbursement for fill material and material disposal, using grant funding from the Local Brownfield Revolving Fund, at the real property, which is described in the attached Exhibit A, commonly known as 530 S. Rose Street, Kalamazoo, MI 49007 (the "Property"); and
- B. At the December 21, 2023, Regular Meeting of the Kalamazoo County Brownfield Redevelopment Authority, the Authority approved an application for a funding request, attached as Exhibit B. The Authority approved up to \$86,896.74 of LBRF funds in the form of a grant (the "Grant"); and
- C. The Authority and Developer may be reimbursed for the Eligible Activities (as defined in Act 381) through Tax Increment Financing through the Brownfield Plan, if funding is available.
- D. The Property is considered a "facility" as defined by Brownfield Redevelopment Financing Act (Public Act 381 of 1996, as amended; MCL 125.2651 et seq.) ("Act 381") because [ELIGIBILITY STATEMENT]
- E. As a "facility", the Property is an "eligible property" for which Eligible Activities could be identified under a Brownfield Plan, if approved by the Authority and the City of Kalamazoo Board of Commissioners, with the concurrence of the City of Kalamazoo. In the event of a future brownfield plan on site, a Memo of Understanding is to be requested on behalf of the Authority, which is attached in Exhibit D and made part of this agreement (the "MOU"); and
- F. Eligible Activities in the Brownfield Plan and Act 381 Work Plan, if applicable, have been approved by the Authority and/or EGLE/ Michigan Strategic Fund (MSF) (formerly known as the Michigan Economic Growth Authority (MEGA) and hereto forward referred to as MSF), MSHDA, as applicable and as provided in Act 381; and

- G. Accordingly, the purpose of this Grant Repayment Agreement is to set out the obligations of the parties to this Agreement for reimbursement of costs incurred for Eligible Activities as approved by the Authority and/or EGLE/MSF/MSHDA as applicable.
- H. All of the past and current Eligible Activities subject to the Brownfield Plan and this Agreement are being conducted by the Developer and Authority in order to prepare the Property for redevelopment.

NOW, THEREFORE, based upon the recitals set forth above and in consideration of the mutual terms and conditions set forth below, the Developer and the Authority, agree as follows:

- 1. Description of Development:** The Developer has been awarded a Grant by the Authority for materials management, specifically soil disposal and the addition of fill material on the Property (the "Material"). An invoice packet is to be submitted to the Authority by the Developer, subject to review by a 3rd party consultant approved by the Authority (the "Consultant"). Documents may be submitted hereafter to The City of Kalamazoo, requesting their support or approval, as applicable.
- 2. Capture of Taxes.** If a brownfield plan is later placed on the property, during the term of the Brownfield Plan, later attached as Exhibit E, the Authority shall reimburse from all applicable and appropriate Tax Increment Revenues (as defined by Section 2(ss) of Act 381) from the Property and use those Tax Increment Revenues in the following order of priority, in each case if and to the extent sufficient Tax Increment Revenues are available: (a) first, Tax Increment Revenues shall be used to reimburse the Authority for its Administrative Costs as described in Section 4(a); (b) second, Tax Increment Revenues shall be used to reimburse the Authority for Grant proceeds used to pay for Eligible Activities related to the redevelopment of the site. A formal Memo of Understanding will be in place, attached as Exhibit D, signed by the Developer to be submitted to the City of Kalamazoo BRA, stating that the Authority is to be paid first, instead of the Developer, in the event there is tax increment revenue available for reimbursement to the Authority.
- 3. Limitation of Amount of Repayment.**
 - a. Such reimbursement to the Authority for Grant proceeds used to pay for Eligible Activities shall not be more than the Tax Increment Revenues captured during the duration of the Brownfield Plan; or such reimbursement is to be paid out to the Authority from the City of Kalamazoo Brownfield Redevelopment Authority (the "BRA") for administrative fees and eligible activities incurred by the Authority.
 - b. Such Tax Increment Revenues may be appropriated at the discretion of the BRA annually by the BRA, to the Authority for other expenses and allocations including administrative and eligible activities, as permitted by Act 381, and set forth in a possible Brownfield Plan (the "Plan").
 - c. The Developer acknowledges by signature of this Agreement that the Authority is not obligated to provide additional reimbursements for this Development. The Developer agrees that it shall be responsible for any additional costs for the Development in excess of the amount of the Grant.

4. Authority to Determine Amount and Timing of Reimbursement.

- a. The Authority shall demonstrate an intent for future reimbursement, if increment is available, by submitting a MOU to the BRA. The Authority will seek reimbursement from the BRA from Tax Increment Revenues to reimburse its out-of-pocket costs associated with the Development (including reasonable attorney fees and costs, environmental consulting fees and costs, and similar fees and costs) as well as the Authority's indirect costs associated with the Development (including allocation of the fixed costs of the Authority staff ("Administrative Costs") up to a maximum amount of 10% of Tax Increment Revenues (or otherwise determined by the Authority) or the maximum as provided under Act 381. In the event there is any conflict between the MOU and the Plan, this Agreement will take precedence over the Plan.
- b. The Authority may, in its discretion, pay Grant proceeds directly to the Developer, in quarterly disbursements, upon receipt of the 3rd Party recommendation of approved invoices for Eligible Costs associated with the estimated invoice packet attached as Exhibit C.

5. Compliance with Approved Plans, Work Plans, Laws, Rules and Regulations.

- a. The Developer must complete the Development in accordance with the plans and specifications as reviewed and approved by the Authority, the City of Kalamazoo and by other governmental jurisdictions, in a reasonable and workmanlike manner.
- b. The Developer shall comply fully with all local ordinances, state and federal laws, and all applicable local, state and federal rules and regulations. Nothing in this Agreement shall abrogate the effect of any local ordinance.
- c. Non-compliance with this Agreement, or discovery of material irregularities at any time is regarded as a material breach of this Agreement. The Authority, in addition to any other remedy provided by law, may do one or more of the following: 1) withhold future payments, 2) recover reimbursement payments already disbursed, or 3) terminate this Agreement.

6. Condition Precedent. Developer's use of grant funds is to be reimbursement based. If the Developer fails to provide the invoices and necessary documentation needed for 3rd party review, the Authority shall not award the Grant to the Developer or be responsible for any reimbursement of Developer's costs associated with the Development.

7. Reporting The Consultant will provide a 3rd party review of submitted invoice packets and provide a summary and recommendation to the Authority for each invoice packet received, until the scope of the approved reimbursement amount, attached as Exhibit C, is complete or until all eligible expenses up to \$86,896.74 are reimbursed to the developer.

8. Access for Inspection. The Authority and its employees and agents are authorized to enter upon the Property, with 48 hours' notice, during normal business hours for the purpose of inspecting the work related to the authorized Eligible Activities and making determinations that such work is being performed in accordance with the Act 381 Work Plan in a workmanlike manner. The Developer reserves the right to preclude access or request the employees or agents of the Authority vacate the property for health and safety issues. Any employees or agents of the

Authority must comply with all site safety standards, including, but not limited to, MIOSHA requirements.

9. **Termination.** This Agreement shall terminate on the earlier to occur of: (a) the date when the amount due under the Agreement has been paid; or (b) upon default of this Agreement by the Developer; or (c) failure to secure all necessary local, state, and federal permits or approvals; or (d) upon such other conditions as set forth in this Agreement.
10. **Indemnification.** The Developer shall indemnify, hold harmless, and defend the Authority, Kalamazoo County, its officials, agents and employees, from any and all claims or causes of action arising from or on account of the acts or omissions of the Developer, its officers, employees, agents or any persons acting on its behalf or under its control, arising in any way from this Agreement, including but not limited to, claims for damages, reimbursement or set-off arising from, or on account of, any contract, agreement or arrangement between the Developer and any person for the performance of Eligible Activities or the terms of this Agreement, including claims on account of construction delays.
11. **Notices.** All notices, requests, demands and other communications that are required or permitted to be given under this Agreement will be in writing, or through email to the Authority, and will be deemed to have been sufficiently given for all purposes hereunder if (a) delivered personally to the party to whom the same is directed, or (b) sent by certified mail, postage prepaid, return receipt requested, at the addresses identified below; or to such other party at such other address as shall be given in writing in accordance herewith.
 - a. If to the Authority, to: Planning and Development Department, 201 W. Kalamazoo, Ave., Kalamazoo, MI 49007, Attn: Brownfield Administrator
Email: mrwalt@kalcounty.com
 - b. If to Developer, to: Attn: 102 E. Michigan St., Mt. Pleasant, MI 48858

12. **Miscellaneous Provisions**

- a. Successors and Assigns; Assignments; No Other Intended Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; however, the Developer shall not assign this Agreement without the prior written consent of the Authority. No person not a party hereto is intended to be a beneficiary of or to have the right to enforce this Agreement.
- b. Payment of Taxes. Developer or any of its successors or assignees of the Development shall pay all real and personal property taxes timely, before any additional interest penalty for late payment is applied.
- c. Entire Agreement. This Agreement represents the entire agreement as it exists at the time of the signing of this Agreement between the parties. This Agreement may not be amended, altered or modified unless the party against whom enforcement of any waiver, modification or discharge is sought does so in writing.
- d. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The parties acknowledge that the proper venue of any court action is in Kalamazoo County, Michigan.
- e. Severability. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms.
- f. Survival. Except as otherwise provided in this Agreement, all representations, warranties,

covenants and agreements of the parties contained or made pursuant to this Agreement shall survive the execution of this Agreement.

- g. Effective Date. This Agreement shall become effective when approved and executed by the Authority and the Developer.
- h. Recitals. The recitals set forth above are incorporated by reference into this Agreement as if fully set forth therein.

This Agreement was approved by the Authority and the Chair of the Authority was authorized to sign his Agreement on the ____ day of __, 2024.

Kalamazoo County Brownfield Redevelopment Authority

Signature: _____

Kenneth W. Peregon, Chairperson

DEVELOPER

Signature: _____

Printed Name and Title: _____

Accepted **DEVELOPER**, whom I have express authority to bind.

EXHIBIT A

Legal description of property

EXHIBIT B

Meeting Minutes KCBRA December 21, 2023, Regular Meeting & Approved Application

EXHIBIT C

Invoice Packet Estimate for Developer Reimbursement

EXHIBIT D

Memo of Understanding between the Authority, the Developer, and the City of Kalamazoo BRA

	Budget	Actual	Activities remaining	Notes	Gap
EGLE Grant	\$350,000.00	\$353,476.24	\$7,000.00	No funds left in the grant for the DDCC & closeout report.	-\$10,476.24
Backfill	\$39,899.25	\$87,819.75	\$0.00	Cost for the additional fill sand	-\$47,920.50
Pre-Excavation Drilling	\$0.00	\$28,500.00	\$0.00	We could not include this activity in the grant because it came up during the switch from VI to soil removal. This work had to get completed before the EGLE grant would be approved.	-\$28,500.00
Total Gap					-\$86,896.74



Antonio Mitchell, Director
City of Kalamazoo Community Planning & Economic Development
241 West South Street
Kalamazoo, Michigan, 49007

Kevan Hess, Chair
City of Kalamazoo Brownfield Redevelopment Authority
c/o Economic Development Office
City of Kalamazoo
241 West South Street
Kalamazoo, Michigan, 49007

Dear Director Mitchell and Chair Hess,

A funding request from 530 Rose Limited Dividend Housing Association Limited Partnership, was approved at the Regular Meeting of the Kalamazoo County Brownfield Redevelopment Authority (County BRA) held on December 21, 2023. The developer for the project located at 530 S. Rose Street, Kalamazoo, MI, 49007, has been awarded funding by the County BRA requesting utilization of our Local Brownfield Revolving Fund (LBRF) to assist with activities related to a project in the City of Kalamazoo. This project is anticipated to involve investment in the surrounding area, that will result in an improved taxable value that may someday allow the City of Kalamazoo's Brownfield Redevelopment Authority (City BRA) to include the site in a City Brownfield Plan. As previously discussed, the City's policy is to reimburse the Developer first, in concert with allowable BRA administration costs. However, the County BRA's policy is for the County BRA to be reimbursed first to revolve LBRF dollars back into other projects in Kalamazoo County.

At the December 21st, 2023, Regular Meeting, the Developer expressed willingness to allow the County BRA to be first in line with respect to the tax increment reimbursement for this project. The County BRA is requesting support by the City's BRA, that if a brownfield plan is in place, including the parcel at 530 S. Rose Street, the City BRA would support the plan to reimburse the County BRA first. This understanding would be subject to the City's Brownfield Plan Development Agreement which addresses other obligations of the Developer including default, etc. Therefore, in the interest of cooperation between the County BRA and the City BRA on this project, the County BRA requests the City BRA commit, through its signature below, to reimbursing the County BRA for its financial contributions to the project first and fully with tax increment generated from the 530 S. Rose Street property through the City of Kalamazoo's Brownfield Plan, assuming this property is ultimately approved and included in a future Brownfield Plan.

This signed agreement would be subject to and included by reference in the final Brownfield Plan Development Agreement (Development Agreement) between the City of Kalamazoo BRA and the

Developer, assuming a Development Agreement is completed and executed.

The County BRA looks forward to the successful completion of this project and the benefits it will bring to our community. We also look forward to furthering our cooperation and relationship with the City of Kalamazoo BRA, finding opportunities to team when appropriate on brownfield sites throughout the City of Kalamazoo.

Respectfully submitted,

Kenneth W. Peregon, Chair
Kalamazoo County Redevelopment Authority

Cc: Jim Ritsema, City Manager, City of Kalamazoo
Kevin Catlin, County Administrator, Kalamazoo County
Garrett Seybert, 530 Rose Limited Dividend Housing Association Limited Partnership
Jamie McCarthy, City of Kalamazoo Brownfield Redevelopment Authority

Please indicate agreement with the terms indicated in this letter by signing and dating below:

By: _____ Date: _____
Antonio Mitchell, Director
City of Kalamazoo Community Planning & Economic Development

_____ Date: _____
Kevan Hess, Chair
City of Kalamazoo Brownfield Redevelopment Authority

_____ Date: _____
Authorizing Agent for Developer
530 Rose Limited Dividend Housing Association Limited Partnership

**KALAMAZOO COUNTY BROWFIELD REDEVELOPMENT AUTHORITY (KCBRA)
LOCAL BROWNFIELD REVOLVING FUND (LBRF)**

REPAYMENT AGREEMENT FOR LOAN FUNDING (LRA)

This Repayment Agreement is entered into on _____20___, by the Kalamazoo County Brownfield Redevelopment Authority (KCBRA) 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 Ave. Kalamazoo, MI 49007 (the "Authority"), and Clark Logistics Group VII, LLC, a Michigan Limited Liability Company, whose address is 3700 E Milham Ave. Portage, MI 49002 (the "Developer").

RECITALS

This Repayment Agreement is made under the following circumstances:

- A. Clark Logistics Group VII, LLC, a Michigan Limited Liability Company (the "Developer") has entered into a Loan Repayment Agreement dated _____, as amended with the Authority to redevelop a site, using Local Brownfield Revolving Fund dollars, the real property which is described in the attached Exhibit A, commonly known as 200 Lee Street, Schoolcraft, MI 49087 (the "Property"); and
- B. The Developer proposes to construct a 126,000-square-foot building located on the parcel to the south of 555 Eliza Street in Schoolcraft, Michigan known as "the Lee Street parcel". The developer to seek funding for reimbursement from the Local Brownfield Revolving Fund (LBRF) in an amount up to \$394,500, for brownfield plan eligible activities including the installation of a vapor mitigation system, the relocation of soil, and soil disposal. on the Property (the "Development"); and
- C. The Development is expected to create construction and indirect jobs and significantly increase taxable values for the applicable taxing jurisdictions; and
- D. The Property is considered "eligible property" as defined by Act 381, Section 2 because:
 - (a) The site has been demonstrated to be a facility based on environmental assessments that have shown various contaminants in soil and groundwater above generic residential cleanup criteria.
- E. As a "facility", the Property is an "eligible property" for which eligible activities as defined in the Brownfield Redevelopment Financing Act (Public Act 381 of 1996, as amended; MCL 125.2651 et seq.), have been identified under a Brownfield Plan, approved by the Authority and the Kalamazoo County Board of Commissioners (County), with the concurrence of the Village of Schoolcraft, which is attached in Exhibit A and made part of this agreement; and
- F. Eligible activities in the Brownfield Plan and Act 381 Work Plan, if applicable, have been approved by the Authority and/or EGLE/ Michigan Strategic Fund (MSF) (formerly known as

the Michigan Economic Growth Authority (MEGA) and hereto forward referred to as MSF) and EPA as applicable and as provided in Act 381; and

- G. The Brownfield Plan that has been prepared and has been in-place for this site, describes the eligible environmental and other activities as reasonably necessary for the Development and includes eligible activities previously conducted by the Authority; and
- H. The Brownfield Plan for the Property which has been approved by the Authority describes the eligible environmental and other activities and their attendant costs in summary form based upon the information provided by the Developer's plans and the cleanup activities being conducted by the Authority; sets out an estimate of the captured taxable value as provided by the Developer, an estimate of the tax increment revenues, an estimate of the reimbursement payment schedule, and an estimate of the impact of tax increment financing on the revenues of the taxing jurisdictions. The eligible activities costs in the Brownfield Plan are estimated budget amounts; and
- I. Accordingly, the purpose of this Loan Repayment Agreement is to set out the obligations of the parties to this Agreement for reimbursement of costs incurred for eligible activities as approved by the Authority and/or EGLE/MSF as applicable, and according to the terms outlined in Exhibit D.
- J. All of the past and current eligible activities subject to the Brownfield Plan and this Agreement are being conducted by the Authority in order to prepare the site for redevelopment.
- K. Interest rates and repayment terms on LBRF loans will be market competitive based on loan underwriting and/or project needs, and will be detailed in the Tax Capture Reimbursement Schedule attached as Exhibit B, or see table 3 from Exhibit D.
- L. Following reimbursement of all amounts due the Developer and the Authority from applicable and available Tax Increment Revenues (as defined below), additional tax increment revenues will be deposited into the local site remediation revolving fund; provided, however, that pursuant to Section 13(5) of Act 381, such deposits shall be made no longer than 5 years after the time that capture is required to pay the Eligible Costs and Plan Costs.

NOW, THEREFORE, based upon the recitals set forth above and in consideration of the mutual terms and conditions set forth below, the Developer and the Authority, agree as follows:

1. **Description of Development:** The Developer proposes to construct a 126,000-square-foot building located on the parcel to the south of 555 Eliza Street in Schoolcraft, Michigan known as "the Lee Street parcel". seek funding for reimbursement from the Local Brownfield Revolving Fund (LBRF) in an amount up to \$394,500, for brownfield plan eligible activities including the installation of a vapor mitigation system, the relocation of soil, and soil disposal. Documents have been submitted or which may be submitted hereafter to the Village of Schoolcraft for approval.
2. **Capture of Taxes.** During the term of this Agreement, the Authority shall capture all applicable and appropriate Tax Increment Revenues from the Property and use those Tax Increment Revenues as provided in this Agreement.

3. Limitation of Amount of Repayment.

- a. Such reimbursement shall not be more than the tax increment revenues captured during the duration of the Brownfield Plan, minus administration, reimbursement to the Authority for any expenses the Authority incurred through grants or loans, and EGLE loan repayment (if applicable) from the taxable improvements located on the Property, including both real property and personal property. Nor shall the total amount of reimbursement be for more than the reasonable and necessary cost of the eligible activities approved by the Authority, EGLE and/or EPA, as applicable, which are part of the required match.
- b. Such tax increment revenues may be appropriated annually by the Authority for other expenses and allocations including, administrative and operating expenses, Local Brownfield Revolving Fund, as permitted by Act 381, and set forth in the Brownfield Plan.
- c. A description of the proposed eligible activities and their attendant costs is included in the Brownfield Plan, Act 381 Work Plan and, for the Development. The estimated Tax Capture Reimbursement Schedule with associated assumptions is attached as Exhibit B. The cost of any eligible activity incurred prior to being approved by EGLE and/or MSF, as applicable, shall not be reimbursed except as authorized by Act 381 and approved by the Authority.
- d. The Developer acknowledges by signature of this Agreement that the Authority is not obligated to provide additional reimbursements for this Development. The Developer shall assume responsibility for any additional costs for approved eligible activities in excess of the approved amount. In the event that the amount of the reimbursements provided pursuant to this Agreement is not sufficient to complete the approved eligible activities, the Developer may request an amendment, in writing, to the Brownfield Plan and Act 381 Work Plan, as applicable, for additional reimbursement for approval first by the Authority, with subsequent approval by EGLE/MSF, as applicable. If no additional reimbursement is approved by the Authority and/or EGLE/MSF, as applicable, the Developer shall assume responsibility for any additional costs for approved eligible activities in excess of the approved amount.
- e. In addition to any other remedies provided in this Agreement, if any payment made by the Authority is determined by audit, the State of Michigan, or a court of appropriate jurisdiction to be improper or outside of the scope of its obligations under this Agreement, or in the event of the Developer's breach or default of this Agreement, the Developer shall, at the request of the Authority, repay or return any monies paid by the Authority that are directly related to the breach, default or improper payment, within 60 days' notice given in writing by the Authority. Failure to remit said funds will result in a late fee penalty in the amount of an additional 10%, incurred quarterly from the date of notice given in writing by the Authority of the outstanding balance.
- f. The Authority may revise this Agreement with thirty (30) days' notice to the Developer in the event of changes in circumstances imposed by changes in the law through judicial interpretation or legislative action or changes in interpretation of the law by a department of the State of Michigan, including, without limitation, the Department of Treasury, EGLE, EPA and/or MSF.
- g. The Tax Increment Revenues received by the Authority shall be paid to the Developer to reimburse it for Approved Eligible Costs identified in this Agreement and as provided for

in the Brownfield Plan, Act 381 Work Plan and subject to the Estimated Tax Capture Reimbursement Schedule which is attached in Exhibit B and Authority's Local Brownfield Revolving Fund (LBRF) Policies and Procedures which is attached in Exhibit C and made part of this agreement. Subject to this policy, reimbursement will occur from the later of the date the Developer incurs such Eligible Costs and submits an invoice packet to the Authority for payment, or the date the Authority first receives Tax Increment Revenues from the property until the earlier of (a) the date of full reimbursement, or (b) December 31, 2025, whichever comes first. The Authority shall have no obligation to reimburse the Developer for Eligible Costs from Tax Increment Revenues captured and received by the Authority after 12/31/2025. Unless otherwise request by the Developer, and approve by the Authority, and to be attached as an amendment to this agreement.

- h. It is anticipated that there will be sufficient available tax increment revenues to meet the Authority's reimbursement obligations under this Agreement. Repayment to the Authority is to begin in 2024 and end in 2029, or until the KCBRA is made whole, whichever comes first, and is detailed in the repayment schedule on Table 3 of Exhibit D, Request for a Local Brownfield Revolving Fund Loan – Clark Logistics Group VII, LLC Evaluation. However, notwithstanding anything in this Agreement to the contrary, if for any reason the Development does not result in sufficient revenues to satisfy the Authority's reimbursement obligations, the Developer agrees that it will have no claim or further recourse of any kind or nature against the Authority, except from available captured tax revenues. In the event the captured tax revenues are insufficient, the Developer assumes financial responsibility for any shortfall.

4. Authority to Determine Amount and Timing of Reimbursement.

- a. Prior to closing, the Authority will review and approve the Developer's Reimbursement Schedule, detailed in the Tax Capture Reimbursement Schedule attached as Exhibit B. The Developer will submit quarterly requests, reviewed by the KCBRA's consultant, based upon the reasonable and necessary costs of the eligible activities approved by the Authority, EGLE and EPA as applicable. The Developer must submit Quarterly Report Summaries for reimbursement no later than 30 days after the invoiced quarter. The Authority will review the packet at their next regularly scheduled Kalamazoo County Brownfield Redevelopment Authority, approval timelines for invoice packets will be done on a case-by-case basis at the discretion of the Authority. Payments to Developer shall be made on a reimbursement basis in installments quarterly, as incremental local and school taxes are captured, subject to the Estimated Tax Capture Reimbursement Schedule, with noted assumptions attached as Exhibit B and the Authority's Local Brownfield Revolving Fund (LBRF) Policies and Procedures attached as Exhibit C.
- b. In no event shall the Developer be reimbursed by the Authority for any approved eligible activities that have been or will be reimbursed or credited against other obligations by any other governmental entity.
- c. The Authority shall retain for Administrative Expenses, an amount determined by the Authority and detailed in the Brownfield Plan and this Agreement.
- d. Unless it disputes whether such costs are Eligible Costs, Administrative Costs, or the accuracy of such costs, the Authority shall, after approval by the Authority Board, pay to the Developer the amounts pursuant to paragraph 4 of this Agreement, detailed within the Estimated Tax Capture Reimbursement Schedule, with noted assumptions attached as Exhibit B and the Authority's **Local Brownfield Revolving Fund (LBRF) Policies and**

Procedures attached as Exhibit C and within sixty (60) days after the Authority Board has approved such payment, provided Tax Increment Revenues have been received from which the submission may be wholly or partially paid. If a partial payment is made by the Authority because of insufficient Tax Increment Revenues, the Authority shall make additional payments toward the remaining amount within thirty (30) days of its receipt of additional Tax Increment Revenues, but not more frequently than outlined in the Authority's **Local Brownfield Revolving Fund (LBRF) Policies and Procedures**, until all of the amounts for which submissions have been made have been fully paid to the Developer, or to **END OF CONTRACT DATE**, whichever occurs first.

- e. If property taxes are delinquent to the appropriate taxing authority for more than one year from the date of the agreement of the subject property by the Developer or any year subsequent to the execution of this agreement, by the Developer in which this Agreement is in effect, the agreement to reimburse the Developer may be terminated and no further reimbursement to the Developer shall occur. The Authority will notify the Developer, in writing, of the intent to terminate this Agreement. This Agreement will terminate sixty (60) days after the date of the written notice, unless the Developer cures the default by paying all delinquent taxes, penalties and interest within the sixty (60) day notice period.

6. Compliance with Approved Plans, Work Plans, Laws, Rules and Regulations.

- a. The Developer shall carry out construction plans and specifications as reviewed and approved by the Village of Schoolcraft, the local unit of government, and by other governmental jurisdictions in a reasonable and workmanlike manner.
- b. The Developer shall comply fully with all local ordinances, state and federal laws, and all applicable local, state and federal rules and regulations. Nothing in this Agreement shall abrogate the effect of any local ordinance.
- c. Non-compliance with this Agreement, or discovery of material irregularities at any time are regarded as material breaches of this Agreement. The Authority, in addition to any other remedy provided by law, may do one or more of the following: 1) withhold future payments, 2) recover reimbursement payments already disbursed, or 3) terminate this Agreement.

7. **Adjustments.** If, due to an appeal of any tax assessment or reassessment of any portion of the Property or for any other reason the Authority is required to reimburse any Tax Increment Revenues to the County or any other tax levying unit of government, the Authority shall deduct the amount of any such reimbursement, including interest and penalties, from any amounts due and owing the Developer. If all amounts due the Developer under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Developer, the Authority shall invoice the Developer for the amount of such reimbursement and the Developer shall pay the Authority such invoiced amount within thirty (30) days of the Developer's receipt of the invoice. Amounts invoiced and paid to the Authority by the Developer pursuant to this paragraph shall be reinstated as Eligible Costs for which the Developer shall have the opportunity to be reimbursed in accordance with the terms and conditions of this Agreement. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

- 8. Reporting.** The Developer shall submit, quarterly and an annual written report using the form provided by the Authority (attached as Exhibit E) to the Authority no later than December 31st of each year the Developer is receiving reimbursement. At a minimum, this information will include the number of new jobs located at the Project, the total private investment and the amount by square foot of new residential space created by the project. Note that reimbursement will not be considered if this written report is not done.
- 9. Access for Inspection.** The Administrator of the Authority shall act as the clearinghouse for all Employees and Agents of the Authority who wish to gain access for inspection of the property. All Employees and Agents are authorized to enter upon the Property any time during normal business hours for the purpose of inspecting the work related to the authorized eligible activities and making determinations that such work is being performed in accordance with the Act 381 Work Plan in a workmanlike manner. The Developer reserves the right to preclude access or request the employees or agents of the Authority vacate the property for health and safety issues. Any employees or agents of the Authority must comply with all site safety standards, including, but not limited to, MIOSHA requirements.
- 10. Termination.** This Agreement shall terminate on the earlier to occur of: (a) the date on which the Authority is no longer authorized to capture tax increment revenues; (b) on the date the Brownfield Plan expires or is abolished as allowed by Act 381; (c) the date when the amount due under the Agreement has been paid; or (d) upon default of this Agreement by the Developer; or (e) failure to secure all necessary local, state, and federal permits or approvals; or (f) upon such other conditions as set forth in this Agreement.
- 11. Indemnification.** The Developer shall indemnify, hold harmless, and defend the Authority, Kalamazoo County, its officials, agents and employees, from any and all claims or causes of action arising from or on account of the acts or omissions of the Developer, its officers, employees, agents or any persons acting on its behalf or under its control, arising in any way from this Agreement, including but not limited to, claims for damages, reimbursement or set-off arising from, or on account of, any contract, agreement or arrangement between the Developer and any person for the performance of eligible activities or the terms of this Agreement, including claims on account of construction delays.
- 12. Notices.** All notices, requests, demands and other communications that are required or permitted to be given under this Agreement will be in writing and will be deemed to have been sufficiently given for all purposes hereunder if (a) delivered personally to the party to whom the same is directed, or (b) sent by certified mail, postage prepaid, return receipt requested, at the addresses identified below; or to such other party at such other address as shall be given in writing in accordance herewith.
- a. If to the Authority, to: Planning and Development Department, 201 W. Kalamazoo, Ave. Kalamazoo, MI 49007 Attention: Brownfield Administrator
 - b. If to Developer, to: 3700 E Milham Ave. A, Portage, MI 49002
- 13. Miscellaneous Provisions**
- a. Successors and Assigns; Assignments; No Other Intended Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective

successors and assigns; however, the Developer shall not assign this Agreement without the prior written consent of the Authority. No person not a party hereto is intended to be a beneficiary of or to have the right to enforce this Agreement.

- b. Payment of Taxes. Developer or any of its successors or assignees of the Development shall pay all real and personal property taxes timely, before any additional interest penalty for late payment is applied.
- c. Entire Agreement. This Agreement represents the entire agreement as it exists at the time of the signing of this Agreement between the parties. This Agreement may not be amended, altered or modified unless the party against whom enforcement of any waiver, modification or discharge is sought does so in writing.
- d. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The parties acknowledge that the proper venue of any court action is in Kalamazoo County, Michigan.
- e. Severability. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms.
- f. Survival. Except as otherwise provided in this Agreement, all representations, warranties, covenants and agreements of the parties contained or made pursuant to this Agreement shall survive the execution of this Agreement.
- g. Effective Date. This Agreement shall become effective when approved and executed by the Authority and the Developer.
- h. Recitals. The recitals set forth above are incorporated by reference into this Agreement as if fully set forth therein.

This Agreement was approved by the Authority and the Chair of the Authority was authorized to sign his Agreement on the _____ day of __, 20__.

Kalamazoo County Brownfield Redevelopment Authority

Signature: _____

KENNETH W. PEREGON, Chairman

DEVELOPER

Signature: _____

Printed Name and Title: _____

Accepted **DEVELOPER**, whom I have express authority to bind.

EXHIBIT A

Legal description of property

EXHIBIT B

Tax Capture Reimbursement Schedule

EXHIBIT C

Authority's Local Brownfield Revolving Fund (LBRF) Policies and Procedures

EXHIBIT D

Item 8 i of KCBRA Regular Meeting held on 10/26/2024 555 Eliza Street LBRF Funding Request Evaluation

EXHIBIT E

Authority's Annual Reporting Forms

DRAFT

Tax Increment Revenue Reimbursement Table 3

555 Eliza Street
Kalamazoo, Michigan
June 2023

Developer Maximum Reimbursement	Proportionality	School and Local Taxes	Local-Only Taxes	Total
State	40.8%	\$ 140,319	\$ -	\$ 140,319
Local	59.2%	\$ 121,848	\$ 361,103	\$ 482,951
TOTAL				
EGLE	34.1%	\$ 262,167	\$ 358,103	\$ 620,270
MSF	65.9%	\$ -	\$ 3,000	\$ 3,000

Estimated Total
Years of Plan: 15

Estimated Capture	
Administrative Fees	\$ 10,423
State Brownfield Redevelopment Fund	\$ 54,239
Local Brownfield Revolving Fund	\$ -

YEARS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL	
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029		
Total State Incremental Revenue	\$ 257	\$ 258	\$ 261	\$ 269	\$ 279	\$ 286	\$ 292	\$ 305	\$ 326	\$ 71,882	\$ 71,882	\$ 71,882	\$ 71,890	\$ 71,912	\$ 71,934	\$ 433,915	
State Brownfield Redevelopment Fund (50% of SET)	\$ 32	\$ 32	\$ 33	\$ 34	\$ 35	\$ 36	\$ 36	\$ 38	\$ 41	\$ 8,985	\$ 8,985	\$ 8,985	\$ 8,986	\$ 8,989	\$ 8,992	\$ 54,239	
State TIR Available for Reimbursement	\$ 225	\$ 226	\$ 229	\$ 236	\$ 244	\$ 250	\$ 255	\$ 267	\$ 286	\$ 62,897	\$ 62,897	\$ 62,897	\$ 62,903	\$ 62,923	\$ 62,942	\$ 379,675	
Total Local Incremental Revenue	\$ 345	\$ 346	\$ 351	\$ 365	\$ 378	\$ 406	\$ 421	\$ 439	\$ 473	\$ 104,230	\$ 104,230	\$ 104,230	\$ 104,242	\$ 104,274	\$ 104,306	\$ 629,038	
BRA Administrative Fee (10%)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,423	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,423	
Local TIR Available for Reimbursement	\$ 345	\$ 346	\$ 351	\$ 365	\$ 378	\$ 406	\$ 421	\$ 439	\$ 473	\$ 93,807	\$ 104,230	\$ 104,230	\$ 104,242	\$ 104,274	\$ 104,306	\$ 618,615	
Total State & Local TIR Available	\$ 570	\$ 572	\$ 580	\$ 600	\$ 621	\$ 657	\$ 676	\$ 706	\$ 759	\$ 156,704	\$ 167,127	\$ 167,127	\$ 167,145	\$ 167,197	\$ 167,249	\$ 998,290	
AUTHORITY	Beginning Balance																
Reimbursement Balance	\$ 208,880	\$ 208,880	\$ 208,880	\$ 208,880	\$ 208,880	\$ 208,880	\$ 208,880	\$ 208,880	\$ 208,880	\$ 203,897	\$ 203,138	\$ 132,680	\$ 122,680	\$ 112,680	\$ 102,680	\$ 92,680	\$ -
EGLE Loan Costs*	\$ 152,680	\$ 152,680	\$ 152,680	\$ 152,680	\$ 152,680	\$ 152,680	\$ 152,680	\$ 152,680	\$ 147,697	\$ 146,938	\$ 132,680	\$ 122,680	\$ 112,680	\$ 102,680	\$ 92,680	\$ -	\$ -
<i>Interest Calculation</i>																	
State Tax Reimbursement	\$ 62,318	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,931	\$ 286	\$ 5,820	\$ 4,082	\$ 4,082	\$ 4,082	\$ 4,082	\$ 37,955	\$ 62,318	\$ -
Local Tax Reimbursement	\$ 90,362	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,051	\$ 473	\$ 8,439	\$ 5,918	\$ 5,918	\$ 5,918	\$ 5,918	\$ 54,725	\$ 90,362	\$ -
Total EGLE Loan Reimbursement Balance	\$ 152,680	\$ 152,680	\$ 152,680	\$ 152,680	\$ 152,680	\$ 152,680	\$ 152,680	\$ 147,697	\$ 146,938	\$ 132,680	\$ 122,680	\$ 112,680	\$ 102,680	\$ 92,680	\$ -	\$ 152,680	\$ -
EGLE Environmental Costs (pre-approved)	\$ 53,200	\$ 53,200	\$ 53,200	\$ 53,200	\$ 53,200	\$ 53,200	\$ 53,200	\$ 53,200	\$ 53,200	\$ 53,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement	\$ 21,714	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,714	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,714	\$ -
Local Tax Reimbursement	\$ 31,486	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,486	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,486	\$ -
Total EGLE Reimbursement Balance	\$ 53,200	\$ 53,200	\$ 53,200	\$ 53,200	\$ 53,200	\$ 53,200	\$ 53,200	\$ 53,200	\$ 53,200	\$ 53,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,200	\$ -
Local Only Costs	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ -
Total Local Reimbursement Balance	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ -
Total Annual Authority Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,982	\$ 759	\$ 70,459	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 92,680	\$ 208,880
Authority - LBRF Loan	Beginning Balance																
Reimbursement Balance	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 316,145	\$ 203,073	\$ 108,541	\$ 12,032	\$ -	\$ -
LBRF Loan Costs	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 308,255	\$ 189,018	\$ 90,706	\$ 12,032	\$ -	\$ -
<i>Interest Calculation 2.0%</i>																	
School Tax Reimbursement	\$ 56,287	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,363	\$ 20,925	\$ -	\$ -	\$ -	\$ -	\$ 56,287	\$ -
Local Tax Reimbursement	\$ 338,213	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,883	\$ 98,312	\$ 98,312	\$ 98,323	\$ 12,273	\$ -	\$ 358,103	\$ -
Total LBRF Reimbursement Balance	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 308,255	\$ 189,018	\$ 90,706	\$ 12,032	\$ -	\$ 414,390	\$ -
Total Annual Authority Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 86,245	\$ 119,237	\$ 98,312	\$ 98,323	\$ 12,273	\$ -	\$ 414,390
LOCAL BROWNFIELD REVOLVING FUN	Beginning Balance																
LBRF Deposits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total LBRF Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Footnotes:
 Max Capture allowed by Brownfield Plan inclusive of eligible costs, financing and administration is \$634,875
 EGLE Approved Work Plan (10/9/2015) Total TIF approved \$270,275, of which \$118,605 approved for School.
 LBRF Capture was not allowed in the Brownfield Plan
 *EGLE Loan payments are represented in the year before they are due, therefore 2022 TIF capture reimbursements are made in 2023 on Loan.
 EGLE Loan payment due in 2023 is projected to be approx. \$5,018 short which will be paid by the Developer or LBRF funds and reimbursed when increment is available.
 EGLE Loan payment due in 2024 is projected to be approx. \$9,241 short which will be paid by the Developer or LBRF funds and reimbursed when increment is available.

October 4, 2023

Macy Walters, Brownfield Redevelopment Administrator
Kalamazoo County Government
Planning and Development Department
Kalamazoo County Brownfield Redevelopment Authority
201 W. Kalamazoo Avenue, Room 207
Kalamazoo, MI 49007

Request for a Local Brownfield Revolving Fund Loan – Clark Logistics Group VII, LLC

Fishbeck was engaged by the County Brownfield Redevelopment Authority to review a request by Clark Logistics Group to secure funds for environmental activities as they construct a new building in Schoolcraft, Michigan.

Background

The property for this evaluation is composed of two parcels known as “555 Eliza Street” and “the Lee Street parcel” which is a vacant unaddressed parcel. In 2014, the Kalamazoo County Brownfield Redevelopment Authority adopted a Brownfield Plan for these two parcels. At that time, Clark Logistics Group was primarily focused on rehabilitation of the building at 555 Eliza Street. Both parcels of property have environmental contamination from historical industrial operations at the site. To help address environmental concerns at this site, the Authority secured a Grant and Loan from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) which was used to fund the disposal of contaminated soil, the design and installation of a vapor mitigation system, and other environmental activities. The Authority began paying back the loan in 2023 and has an amortization schedule of annual payments of \$10,000 with the final payment due in 2038. The Brownfield Plan included costs related to environmental activities, demolition, and asbestos removal beyond the amount of the grant and loan. To date, Clark Logistics Group has not sought reimbursement for any eligible activities.

Earlier in 2023, Clark Logistics Group broke ground on a 126,000-square-foot building located on the Lee Street parcel. During construction, contractors discovered buried topsoil, concrete, tires, stumps, etc. The contractor for the project (H&K Excavating) submitted a Change Order for \$192,500 to move and replace 8,750 cubic yards of unsuitable soils. This work has been completed, and the soils have been relocated on site in berms near the property boundary.

An additional area of contaminated soil was determined to be unsuitable to retain on site due to its levels of contamination. Approximately 2,100 cubic yards of contaminated soil will be removed from the site and disposed of at Waste Management’s Landfill in Three Rivers, Michigan. The estimated cost for this work is \$97,115.

In addition to the excess soil, Clark Logistics Group has been advised that groundwater contamination at the site represents a vapor intrusion risk to the new building and is installing a vapor mitigation system. Simultaneously, Clark Logistics Group is repairing and upgrading its existing vapor mitigation system at the 555 Eliza Street building. The two systems will be linked with a new remote monitoring system. The cost for the new system and upgrades is estimated to be \$146,555. This work is underway.

The total of these costs, not including any significant contingencies, is \$435,670.

Evaluation of Clark Logic's Request

Clark Logistics Group is requesting a loan from the Kalamazoo County Brownfield Redevelopment Authority for an amount not to exceed \$440,000 with repayment to be made from the tax increment revenues generated from the new construction. Fishbeck has evaluated this arrangement and is providing the following conclusions for the Board to include in their consideration of this financial request:

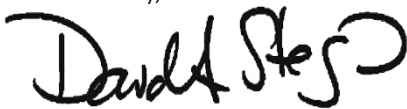
1. The activities for which Clark Logistics Group seeks financial assistance are eligible activities under the Brownfield Redevelopment Financing Act.
2. The activities for which Clark Logistics Group seeks financial assistance are included in the Brownfield Plan adopted for this project.
3. The cost of the eligible activities, when combined with the Authority's costs, exceeds the amount allowed in the Brownfield Plan adopted for this project. The Authority would need to cap the request from Clark Logistics Group to about \$394,500, plus a 2.0% interest expense, to remain compliant with the Brownfield Plan.
4. The future taxable value of the new construction is expected to be around \$3,000,000 according to the Village of Schoolcraft's Assessor and an independent review by another qualified Assessor. Those new property values will generate significant new tax revenues. The tax increment revenues are projected to be \$71,882 in school taxes and \$104,230 in local taxes.
5. After projected administrative fees and a portion of the School Education Tax being conveyed to the State as required, projected annual tax increment revenues available to pay for prior costs incurred by the Authority, the EGLE Loan, and the Clark Logistics Group loan is \$156,704 in the first year and a little over \$167,000 in subsequent years. To accommodate the eligible activities, administrative costs are capped as described in the Brownfield Plan.
6. The projected revenues are sufficient to repay costs previously incurred by the Authority to support this project. Costs incurred in 2014–2015 related to due diligence activities, Brownfield Plan development, and securing the EGLE grant and loan amounted to \$56,200. This amount could be reimbursed in whole with 2024 tax increment revenues.
7. The projected tax increment revenues are sufficient to cover the annual EGLE loan payments.
8. The projected tax increment revenues are sufficient to allow Clark Logistics Group to reimburse a loan of \$394,500 over a 5-year period, inclusive of an interest expense. A 2.0% rate was used for our evaluation.
9. The Authority would have a net gain to the Local Brownfield Revolving Fund of \$19,463 from the projected interest expense.

The Authority is reminded that this Plan did not project capture in the Local Brownfield Revolving Fund.

A schedule is attached which outlines the project revenues and disbursements.

We are available to discuss this matter with you at your convenience. If you have any questions or require additional information, please contact me at 269.544.6977 or dstegink@fishbeck.com.

Sincerely,



David Stegink

Vice President/Brownfield Program Manager



Logan Mulholland

Brownfield Project Analyst

By email
Attachment

Attachment

Tax Increment Revenue Capture Estimates Table 2

**555 Eliza Street
Kalamazoo, Michigan
June 2023**

14-19-230-070
Estimated Taxable Value (TV) Increase Rate: 1%

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL	
Calendar Year	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029		
*Base Taxable Value	\$ 92,220	\$ 92,220	\$ 92,220	\$ 92,220	\$ 92,220	\$ 92,220	\$ 92,220	\$ 92,220	\$ 92,220	\$ 92,220	\$ 92,220	\$ 92,220	\$ 92,220	\$ 92,220	\$ 92,220	\$ -	
Estimated New TV	\$ 75,000	\$ 75,225	\$ 75,902	\$ 77,495	\$ 79,354	\$ 80,861	\$ 81,993	\$ 84,698	\$ 88,932	\$ 89,821	\$ 90,720	\$ 91,627	\$ 92,543	\$ 93,468	\$ 94,403	\$ -	
Incremental Difference (New TV - Base TV)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 323	\$ 1,248	\$ 2,183	\$ -	
School Capture																	
	Millage Rate																
STATE EDUCATION TAX (SET)	6.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2	\$ 7	\$ 13	\$ 23
SCHOOL OPERATING	18.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6	\$ 22	\$ 39	\$ 68
School Total	24.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8	\$ 30	\$ 52	\$ 90
Local Capture																	
	Millage Rate																
COUNTY OPERATING	4.6318	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1	\$ 6	\$ 10	\$ 17
VILLAGE OPERATING	14.9005	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5	\$ 19	\$ 33	\$ 56
LIBRARY 1	0.5000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ 1	\$ 1	\$ 2
LIBRARY 2	0.5000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ 1	\$ 1	\$ 2
KVCC	2.7802	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1	\$ 3	\$ 6	\$ 10
COUNTY 911	0.6459	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ 1	\$ 1	\$ 2
SCHOOLCRAFT TWP	0.8551	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ 1	\$ 2	\$ 3
KRESA	6.9853	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2	\$ 9	\$ 15	\$ 26
PUBLIC SAFETY	1.4380	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ 2	\$ 3	\$ 5
PUBLIC TRANSPORT	0.3110	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ 0	\$ 1	\$ 1
SENIOR PROGRAMS	0.3462	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ 0	\$ 1	\$ 1
COUNTY JUV HOME	0.1613	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ 0	\$ 0	\$ 1
HOUSING FUND	0.7453	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 0	\$ 1	\$ 2	\$ 3
Local Total	34.8006	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11	\$ 43	\$ 76	\$ 131
Non-Capturable Millages																	
	Millage Rate																
SCHOOL DEBT	7.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2	\$ 9	\$ 15	\$ 26
Total Non-Capturable Taxes	7.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2	\$ 9	\$ 15	\$ 26
Total		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19	\$ 73	\$ 128	\$ 221

Footnotes:
Personal Property tax capture, if any will be captured under this plan, but is not reflected in this table.
Table uses 2022 summer and winter millage rates

Tax Increment Revenue Capture Estimates Table 2

**555 Eliza Street
Kalamazoo, Michigan
June 2023**

14-19-230-040
Estimated Taxable Value (TV) Increase Rate: 1%

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL
Calendar Year	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	
*Base Taxable Value	\$ 4,923	\$ 4,923	\$ 4,923	\$ 4,923	\$ 4,923	\$ 4,923	\$ 4,923	\$ 4,923	\$ 4,923	\$ 4,923	\$ 4,923	\$ 4,923	\$ 4,923	\$ 4,923	\$ 4,923	\$ -
Estimated New TV	\$ 15,625	\$ 15,671	\$ 15,812	\$ 16,144	\$ 16,531	\$ 16,845	\$ 17,080	\$ 17,643	\$ 18,525	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ 3,000,000	\$ -
Incremental Difference (New TV - Base TV)	\$ 10,702	\$ 10,748	\$ 10,889	\$ 11,221	\$ 11,608	\$ 11,922	\$ 12,157	\$ 12,720	\$ 13,602	\$ 2,995,077	\$ 2,995,077	\$ 2,995,077	\$ 2,995,077	\$ 2,995,077	\$ 2,995,077	\$ -
School Capture																
Millage Rate																
STATE EDUCATION TAX (SET)	6.0000	\$ 64	\$ 64	\$ 65	\$ 67	\$ 70	\$ 72	\$ 73	\$ 76	\$ 82	\$ 17,970	\$ 17,970	\$ 17,970	\$ 17,970	\$ 17,970	\$ 108,456
SCHOOL OPERATING	18.0000	\$ 193	\$ 193	\$ 196	\$ 202	\$ 209	\$ 215	\$ 219	\$ 229	\$ 245	\$ 53,911	\$ 53,911	\$ 53,911	\$ 53,911	\$ 53,911	\$ 325,369
School Total	24.0000	\$ 257	\$ 258	\$ 261	\$ 269	\$ 279	\$ 286	\$ 292	\$ 305	\$ 326	\$ 71,882	\$ 71,882	\$ 71,882	\$ 71,882	\$ 71,882	\$ 433,825
Local Capture																
Millage Rate																
COUNTY OPERATING	4.6318	\$ 50	\$ 50	\$ 50	\$ 52	\$ 54	\$ 55	\$ 56	\$ 59	\$ 63	\$ 13,873	\$ 13,873	\$ 13,873	\$ 13,873	\$ 13,873	\$ 83,725
VILLAGE OPERATING	14.9005	\$ 159	\$ 160	\$ 162	\$ 167	\$ 173	\$ 177	\$ 179	\$ 186	\$ 203	\$ 44,628	\$ 44,628	\$ 44,628	\$ 44,628	\$ 44,628	\$ 269,336
LIBRARY 1	0.5000	\$ 5	\$ 5	\$ 5	\$ 6	\$ 6	\$ 6	\$ 6	\$ 6	\$ 7	\$ 1,498	\$ 1,498	\$ 1,498	\$ 1,498	\$ 1,498	\$ 9,038
LIBRARY 2	0.5000	\$ 5	\$ 5	\$ 5	\$ 6	\$ 6	\$ 6	\$ 6	\$ 6	\$ 7	\$ 1,498	\$ 1,498	\$ 1,498	\$ 1,498	\$ 1,498	\$ 9,038
KVCC	2.7802	\$ 30	\$ 30	\$ 30	\$ 31	\$ 32	\$ 33	\$ 34	\$ 35	\$ 38	\$ 8,327	\$ 8,327	\$ 8,327	\$ 8,327	\$ 8,327	\$ 50,255
COUNTY 911	0.6459	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8	\$ 8	\$ 8	\$ 9	\$ 1,935	\$ 1,935	\$ 1,935	\$ 1,935	\$ 1,935	\$ 11,640
SCHOOLCRAFT TWP	0.8551	\$ 9	\$ 9	\$ 9	\$ 10	\$ 10	\$ 10	\$ 10	\$ 11	\$ 12	\$ 2,561	\$ 2,561	\$ 2,561	\$ 2,561	\$ 2,561	\$ 15,457
KRESA	6.9853	\$ 65	\$ 65	\$ 66	\$ 67	\$ 70	\$ 83	\$ 85	\$ 89	\$ 95	\$ 20,922	\$ 20,922	\$ 20,922	\$ 20,922	\$ 20,922	\$ 126,214
PUBLIC SAFETY	1.4380	\$ 15	\$ 15	\$ 16	\$ 16	\$ 17	\$ 17	\$ 17	\$ 18	\$ 20	\$ 4,307	\$ 4,307	\$ 4,307	\$ 4,307	\$ 4,307	\$ 25,993
PUBLIC TRANSPORT	0.3110	\$ 3	\$ 3	\$ 3	\$ 3	\$ 4	\$ 4	\$ 4	\$ 4	\$ 4	\$ 931	\$ 931	\$ 931	\$ 931	\$ 931	\$ 5,622
SENIOR PROGRAMS	0.3462	\$ -	\$ -	\$ -	\$ 4	\$ 4	\$ 4	\$ 4	\$ 4	\$ 5	\$ 1,037	\$ 1,037	\$ 1,037	\$ 1,037	\$ 1,037	\$ 6,247
COUNTY JUV HOME	0.1613	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 2	\$ 483	\$ 483	\$ 483	\$ 483	\$ 483	\$ 2,916
HOUSING FUND	0.7453	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 1	\$ 9	\$ 9	\$ 10	\$ 2,232	\$ 2,232	\$ 2,232	\$ 2,232	\$ 2,232	\$ 13,428
Local Total	34.8006	\$ 345	\$ 346	\$ 351	\$ 365	\$ 378	\$ 406	\$ 421	\$ 439	\$ 473	\$ 104,230	\$ 104,230	\$ 104,230	\$ 104,230	\$ 104,230	\$ 628,907
Non-Capturable Millages																
Millage Rate																
SCHOOL DEBT	7.0000	\$ 75	\$ 75	\$ 76	\$ 79	\$ 81	\$ 83	\$ 85	\$ 89	\$ 95	\$ 20,966	\$ 20,966	\$ 20,966	\$ 20,966	\$ 20,966	\$ 126,532
Total Non-Capturable Taxes	7.0000	\$ 75	\$ 75	\$ 76	\$ 79	\$ 81	\$ 83	\$ 85	\$ 89	\$ 95	\$ 20,966	\$ 20,966	\$ 20,966	\$ 20,966	\$ 20,966	\$ 126,532
Total	\$ 602	\$ 604	\$ 612	\$ 634	\$ 656	\$ 692	\$ 713	\$ 744	\$ 800	\$ 176,112	\$ 176,112	\$ 176,112	\$ 176,112	\$ 176,112	\$ 176,112	\$ 1,062,732

Footnotes:
Personal Property tax capture, if any will be captured under this plan, but is not reflected in this table.
Table uses 2022 summer and winter millage rates

Tax Increment Revenue Reimbursement Table 3

555 Eliza Street
Kalamazoo, Michigan
June 2023

Developer Maximum Reimbursement	Proportionality	School and Local Taxes	Local-Only Taxes	Total
State	40.8%	\$ 140,319	\$ -	\$ 140,319
Local	59.2%	\$ 121,848	\$ 361,103	\$ 482,951
TOTAL				
EGLE	34.1%	\$ 262,167	\$ 358,103	\$ 620,270
MSF	65.9%	\$ -	\$ 3,000	\$ 3,000

Estimated Total
Years of Plan: 15

Estimated Capture	
Administrative Fees	\$ 10,423
State Brownfield Redevelopment Fund	\$ 54,239
Local Brownfield Revolving Fund	\$ -

YEARS	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL	
	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029		
Total State Incremental Revenue	\$ 257	\$ 258	\$ 261	\$ 269	\$ 279	\$ 286	\$ 292	\$ 305	\$ 326	\$ 71,882	\$ 71,882	\$ 71,882	\$ 71,890	\$ 71,912	\$ 71,934	\$ 433,915	
State Brownfield Redevelopment Fund (50% of SET)	\$ 32	\$ 32	\$ 33	\$ 34	\$ 35	\$ 36	\$ 36	\$ 38	\$ 41	\$ 8,985	\$ 8,985	\$ 8,985	\$ 8,986	\$ 8,989	\$ 8,992	\$ 54,239	
State TIR Available for Reimbursement	\$ 225	\$ 226	\$ 229	\$ 236	\$ 244	\$ 250	\$ 255	\$ 267	\$ 286	\$ 62,897	\$ 62,897	\$ 62,897	\$ 62,903	\$ 62,923	\$ 62,942	\$ 379,675	
Total Local Incremental Revenue	\$ 345	\$ 346	\$ 351	\$ 365	\$ 378	\$ 406	\$ 421	\$ 439	\$ 473	\$ 104,230	\$ 104,230	\$ 104,230	\$ 104,242	\$ 104,274	\$ 104,306	\$ 629,038	
BRA Administrative Fee (10%)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,423	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 10,423	
Local TIR Available for Reimbursement	\$ 345	\$ 346	\$ 351	\$ 365	\$ 378	\$ 406	\$ 421	\$ 439	\$ 473	\$ 93,807	\$ 104,230	\$ 104,230	\$ 104,242	\$ 104,274	\$ 104,306	\$ 618,615	
Total State & Local TIR Available	\$ 570	\$ 572	\$ 580	\$ 600	\$ 621	\$ 657	\$ 676	\$ 706	\$ 759	\$ 156,704	\$ 167,127	\$ 167,127	\$ 167,145	\$ 167,197	\$ 167,249	\$ 998,290	
AUTHORITY	Beginning Balance																
Reimbursement Balance	\$ 208,880	\$ 208,880	\$ 208,880	\$ 208,880	\$ 208,880	\$ 208,880	\$ 208,880	\$ 208,880	\$ 208,880	\$ 203,897	\$ 203,138	\$ 132,680	\$ 122,680	\$ 112,680	\$ 102,680	\$ 92,680	\$ -
EGLE Loan Costs*	\$ 152,680	\$ 152,680	\$ 152,680	\$ 152,680	\$ 152,680	\$ 152,680	\$ 152,680	\$ 152,680	\$ 147,697	\$ 146,938	\$ 132,680	\$ 122,680	\$ 112,680	\$ 102,680	\$ 92,680	\$ -	\$ -
<i>Interest Calculation</i>																	
State Tax Reimbursement	\$ 62,318	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,931	\$ 286	\$ 5,820	\$ 4,082	\$ 4,082	\$ 4,082	\$ 37,955	\$ 62,318	\$ -
Local Tax Reimbursement	\$ 90,362	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,051	\$ 473	\$ 8,439	\$ 5,918	\$ 5,918	\$ 5,918	\$ 54,725	\$ 90,362	\$ -
Total EGLE Loan Reimbursement Balance	\$ 152,680	\$ 152,680	\$ 152,680	\$ 152,680	\$ 152,680	\$ 152,680	\$ 152,680	\$ 152,680	\$ 147,697	\$ 146,938	\$ 132,680	\$ 122,680	\$ 112,680	\$ 102,680	\$ 92,680	\$ -	\$ 152,680
EGLE Environmental Costs (pre-approved)	\$ 53,200	\$ 53,200	\$ 53,200	\$ 53,200	\$ 53,200	\$ 53,200	\$ 53,200	\$ 53,200	\$ 53,200	\$ 53,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement	\$ 21,714	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,714	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,714
Local Tax Reimbursement	\$ 31,486	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,486	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 31,486
Total EGLE Reimbursement Balance	\$ 53,200	\$ 53,200	\$ 53,200	\$ 53,200	\$ 53,200	\$ 53,200	\$ 53,200	\$ 53,200	\$ 53,200	\$ 53,200	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 53,200
Local Only Costs	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000
Total Local Reimbursement Balance	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ 3,000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,000
Total Annual Authority Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,982	\$ 759	\$ 70,459	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 92,680	\$ 208,880
Authority - LBRF Loan	Beginning Balance																
Reimbursement Balance	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 316,145	\$ 203,073	\$ 108,541	\$ 12,032	\$ -	\$ -
LBRF Loan Costs	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 308,255	\$ 189,018	\$ 90,706	\$ 12,032	\$ -	\$ -
<i>Interest Calculation 2.0%</i>																	
School Tax Reimbursement	\$ 56,287	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 35,363	\$ 20,925	\$ -	\$ -	\$ -	\$ -	\$ 56,287
Local Tax Reimbursement	\$ 338,213	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,883	\$ 98,312	\$ 98,312	\$ 98,323	\$ 12,273	\$ -	\$ 358,103
Total LBRF Reimbursement Balance	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 394,500	\$ 308,255	\$ 189,018	\$ 90,706	\$ 12,032	\$ -	\$ -	\$ 414,390
Total Annual Authority Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 86,245	\$ 119,237	\$ 98,312	\$ 98,323	\$ 12,273	\$ -	\$ 414,390
LOCAL BROWNFIELD REVOLVING FUN	Beginning Balance																
LBRF Deposits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total LBRF Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Footnotes:
 Max Capture allowed by Brownfield Plan inclusive of eligible costs, financing and administration is \$634,875
 EGLE Approved Work Plan (10/9/2015) Total TIF approved \$270,275, of which \$118,605 approved for School.
 LBRF Capture was not allowed in the Brownfield Plan
 *EGLE Loan payments are represented in the year before they are due, therefore 2022 TIF capture reimbursements are made in 2023 on Loan.
 EGLE Loan payment due in 2023 is projected to be approx. \$5,018 short which will be paid by the Developer or LBRF funds and reimbursed when increment is available.
 EGLE Loan payment due in 2024 is projected to be approx. \$9,241 short which will be paid by the Developer or LBRF funds and reimbursed when increment is available.

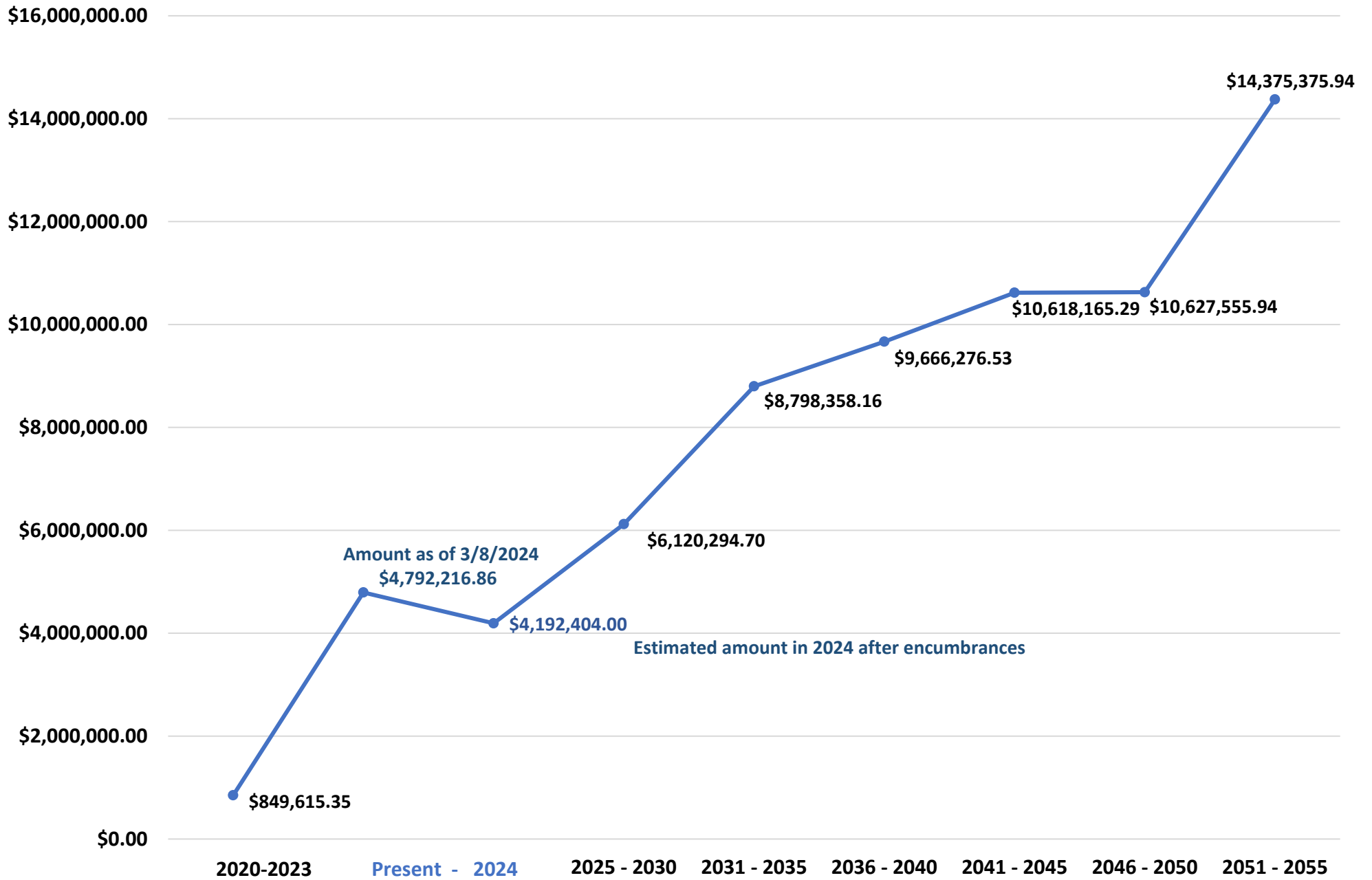


LBRF Investment Memo

Investment Examples:

1. Money Market Accounts
 - a. Pooled funds that are considered overnight investments
 - b. Most liquid option, can take funds out the next business day of the request
 - c. Variable rates, tied to the federal interest rates, currently 4.67%
 - d. Short term option for investing
 - e. May be nearing their peak; may plateau then begin to fall
 - f. Opportunity cost: other vehicles may ride the peak and future decline better
 - g. Michigan Class Edge is one option – provides slightly higher rate, but has a 7-day delay to liquidity
2. CDs
 - a. Related to Money Market Accounts, rates are variable but fixed per term. Typically provide better rates than Money Market Accounts
 - b. Penalty if broken early, typical penalty is calculated by the number of months of interest left in the term
 - c. Defined terms for each CD, could do 1 year at 5%, and when mature drop it into another type of account (money market account, CD ladder, or back into the LBRF)
 - d. Could set a ladder for various term lengths, like a ladder of 4 CDs that mature every 6 months
3. Bonds
 - a. Investment bond securities market, the county pays for a broker to maximize the yield
 - b. Bonds can be sold, and are tradeable, the rates and length of investment are fixed at the time of purchase
 - c. Could be a long-term option, with high yield, however this would require an estimate of annual cash flow
 - d. Not as liquid, the amount of cash per year would be tied to the estimated cash flow previously decided.
 - e. Would need to sell bonds to regain principle, but that is not a problem
4. Treasury Bills – short-term debt obligations issued by, and fully backed by, the US Government and this government backing makes them very low-risk investment option.
5. FDIC would protect only CDs up to \$250,000 per institution
 - a. This would likely yield a reduce rate
 - b. Money Market Account would have no FDIC protection
 - c. Bonds would be backed by US Treasury
 - d. County Treasurer does not typically seek investments of this nature that have FDIC protection

Estimated KCBRA LBRF Projections* 2020 - 2055



*Projections based on the cumulative total amount of deposits to date into the Local Brownfield Revolving Fund from active KCBRA Brownfield Plans, less encumbrances, and does not factor in projected interest or dividend deposits.