

# Act 381 Brownfield Plan

Kalsee Credit Union

5242 Gull Road

Kalamazoo, MI 49048

Kalamazoo County Brownfield  
Redevelopment Authority

Project No. E200196

January 3, 2023

## Act 381 Brownfield Plan

**Kalsee Credit Union**  
**5242 Gull Road**  
**Kalamazoo, MI 49048**

**Prepared For:**  
**Kalamazoo County Brownfield Redevelopment Authority**  
**Kalamazoo, Michigan**

**January 3, 2023**  
**Project No. E200196**

**Recommended for approval by the Brownfield Redevelopment Authority on:** 1/26/2023

**Approval supported by the governing body of the local jurisdiction on:** 2/06/2023

**Approved by the County Board of Commissioners on:** 3/21/2023

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## 1.0 Introduction

### 1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The purpose of this Brownfield Plan is to facilitate the redevelopment of a 0.89-acre parcel of land, formerly used as a gas station, convenience store, and garage/service area. The new development involved removing the existing underground storage tanks, demolishing the building, and constructing a new approximately 2,800-square-foot KALSEE Credit Union (KALSEE) building.

Redevelopment challenges exist from the historical operations resulting in contaminated soils and vapor intrusion concerns. This plan helps to offset the cost gap associated with the redevelopment through the reimbursement of eligible activities with the new tax increment generated by the redevelopment. Some portions of the redevelopment are also seeking State support through a Michigan Department of Environment, Great Lakes, and Energy (EGLE) brownfield grant to clean up the property and make it safe for future use, a total of \$360,000 benefit. The portion of the project supported through grant funding will not seek tax increment reimbursement.

Overall, this project is set to serve a public purpose to Kalamazoo County, expanding the tax base, adding two full-time jobs, and investing approximately \$3 million into the community. Construction commenced in 2021 and is estimated to be completed in February/March of 2023. Contamination on the subject property in soil and groundwater above generic residential cleanup criteria indicates that the site meets the definition of a “facility” as defined by Part 201 of the NREPA (1994 PA 451). As such, the property is an “eligible property” under Act 381 (Figure 3).

### 1.2 Eligible Property Information

#### **Basis of Eligibility**

The property is located in Comstock Charter Township, Kalamazoo County. The property qualifies as "eligible property" under Act 381 on the basis of meeting the definition of a “facility.” The subject property consists of one 0.89-acre parcel, addressed as 5242 Gull Road with a parcel identification number of 07-06-380-011. This parcel has been combined from the 0.59-acre former gas/service station parcel purchased through the County tax foreclosure auction in 2020 and an adjacent 0.3 acres portion that was added to the property in 2021. This Brownfield Plan will encompass the entire geographic area, inclusive of any new parcel identification numbers or new addresses that may occur in the future.

*Parcel ID 07-06-380-010  
5242 Gull Road, Kalamazoo, Michigan 49048  
Approximately 0.59 acres*

*Portion of 07-06-380-025  
5300 Gull Road, Kalamazoo, Michigan 49048  
Approximately 0.3 acres*

Combined into Parcel #: 07-06-380-011  
5242 Gull Road, Kalamazoo, Michigan 49048  
Approximately 0.89 acres

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

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

This Brownfield Plan has been developed to reimburse existing costs incurred by KALSEE Credit Union. Tax increment revenues will be captured for reimbursement from local tax increment revenues. School taxes will only be captured to cover statutorily pre-approved activities.

The total cost of eligible activities is anticipated to be \$308,055. Authority administrative costs are anticipated to be \$16,863. The capture of tax increment revenue for the Local Brownfield Revolving Fund (LBRF) is estimated to be \$40,370. The estimated cost of all eligible activities under this plan is summarized in Table 1.

#### **2.1.1 Site Assessment and Baseline Environmental Assessment Activities**

Eligible costs for reimbursement include Pre-Approved Activities: Phase I Environmental Site Assessment and Phase II Environmental Site Assessment (\$2,595), Baseline Environmental Assessment (\$3,468), and an Asbestos, Lead, and Mold Survey (\$3,400). The total pre-approved activities cost is \$9,463. Pre-Approved Activities are statutorily eligible for reimbursement with both school and non-school tax increment revenues.

#### **2.1.2 Department Specific Activities**

The property is considered a facility due to existing contamination. Approximately 6,168 tons of contaminated soils were excavated from the footprint of the building and the underground storage tank (UST) release. The hauling of the 6,168 tons of soil is requested for reimbursement at a cost of \$95,467. The disposal of 230 tons was covered by the EGLE grant, totaling \$3,450. The estimated cost of \$97,926 – for disposal of the remaining 5,965 tons is to be requested for reimbursement under the Brownfield Plan. Approximately 5,808.79 tons of clean sand was required to replace the excavated contaminated soils, of which, 230 tons were covered by the EGLE grant, totaling \$2,300. The remaining 5,578.79 tons of sand are anticipated to be requested for reimbursement under the brownfield plan, totaling \$55,788.22. Prior to the EGLE grant, KALSEE Credit Union incurred costs related to the removal of the UST contents and drum relocation, totaling \$5,471.30. The soft costs related to department specific activities include the superintendent and project manager's time directly related to the hauling and filling, as well as coordination with subcontractors on the eligible activities. The total soft costs anticipated for reimbursement is \$26,940. Total department specific activities requested for reimbursement under the brownfield plan are estimated at \$281,592.

#### **2.1.3 Brownfield Plan/Work Plan Preparation**

Preparation of the Brownfield Plan is estimated to cost \$17,000 and is an eligible cost to be incurred by KALSEE Credit Union.

#### **2.1.4 Contingency**

All of the developer's costs anticipated for reimbursement have already been incurred, with the exception of the preparation of the brownfield plan. Therefore, no contingencies are included in this Brownfield Plan.

#### **2.1.5 Authority Administration Cost**

Actual eligible costs incurred by the Kalamazoo County Brownfield Redevelopment Authority for administering the plan are included in this plan as an eligible expense at a flat fee of 10% of local tax capture. These expenses will be reimbursed with local tax increment revenues only and are estimated to total \$16,863.

#### **2.1.6 Local Brownfield Revolving Fund**

The Authority intends to capture tax increments for deposits in the Local Brownfield Revolving Fund (LBRF) for a full five years, or as allowed by the statute. This capture is estimated to be \$40,370.

## 2.2 Summary of Eligible Activities

### Environmental Activities

Pre-approved environmental costs are anticipated to be reimbursed through a Brownfield Plan using both school and non-school tax increment revenues. Other environmental activities include department specific activities and the development of the Brownfield Plan. These costs are anticipated to be reimbursed with local-only tax capture.

### Non-Environmental Activities

No non-environmental costs (“Michigan Strategic Fund [“MSF”] Eligible Activities”) are anticipated to be reimbursed through this Brownfield Plan.

### Authority Expenses

Actual eligible costs incurred by the Kalamazoo County Brownfield Redevelopment Authority for administering the plan are included in this plan as an eligible expense, at a flat fee of 10% of local tax capture. These expenses will be reimbursed with local tax increment revenues only and are estimated to total \$16,863.

### Contingencies

All of the developer’s costs anticipated for reimbursement have already been incurred, with the exception of the preparation of the brownfield plan. Therefore, no contingencies are included in this Brownfield Plan.

## 2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The initial taxable value will be the 2022 taxable value, \$127,000. An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. This plan captures all available tax increment revenues, including real and personal property tax increment revenues.

Project activities were initiated in 2021 with construction occurring into 2023. It is anticipated that the new construction will be completed in February/March 2023. Tax increment revenue collection will start within five years of the adoption of this plan and is anticipated to begin as early as 2024.

After the completion of the project, the projected taxable value is estimated at \$259,800. The projected taxable value is a conservative estimate obtained by doubling the land value and is based on communications with the Comstock Township Assessor. The estimated captured taxable value for this redevelopment by year and in aggregate for each taxing jurisdiction is depicted in tabular form (Table 2). Once eligible expenses are reimbursed, the Authority may capture up to five full years of the tax increment and deposit the revenues into a Local Brownfield Revolving Fund (LBRF). The plan also includes a flat fee of 10% of the local tax increment for administrative and operating expenses of the Kalamazoo County Brownfield Redevelopment Authority. A summary of the estimated reimbursement schedule and the amount of capture into the LBRF by year and in aggregate is presented in Table 3. Based on the estimated summary tables, it is not anticipated that sufficient tax increment will be generated to fully reimburse eligible costs. However, reimbursements will be made on the actual tax increment that is realized. Therefore, capture is anticipated for 30 years or up to the full amount of the total cost of eligible activities, whichever occurs sooner.

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

The eligible activities contemplated under this plan were financed by the developer and the Kalamazoo County Brownfield Redevelopment Authority, as outlined in this plan and the accompanying development agreement. No advances from the County are anticipated at this time.

## 2.5 Maximum Amount of Note or Bonded Indebtedness

At this time, there are no plans by the Authority to incur indebtedness to support the development of this site, but such plans could be made in the future to assist in the development if the Authority so chooses.

## 2.6 Duration of Brownfield Plan

The Authority intends to begin the capture of tax increment in 2024. This plan will then remain in place until the eligible activities have been fully reimbursed and up to five full years of capture into the LBRF (not to exceed the amount of eligible activities) is complete or tax capture reaches 30 years by statute, whichever occurs sooner. An analysis showing the estimated reimbursement schedule is attached in 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 area subject to this plan consists of one parcel that is approximately 0.89 acres in size and is located at Kalamazoo5242 Gull Road in Comstock Charter Township, Michigan. The parcel ID for the subject property is 07-06-380-011. This Brownfield Plan will encompass the entire geographic area, inclusive of any new parcel identification numbers or new addresses that may occur in the future. A map showing eligible property dimensions is attached in Figure 1.

The legal description for the parcel is as follows:

### Parcel ID 07-06-380-011

SEC 6-2-10 COMM S 1/4 POST TH N 89DEG-53'-23" W ALG S LI 1470.05 FT TO SE COR DAVIES PLAT TH N 00DEG-01'-29" E THEREON 875.45 FT TH N 57DEG-36'-00" E PAR CTR LI GULL RD 239.66 FT TH N 32DEG-24'-00" E 199.66 FT TO SLY ROW LI GULL RD TH TH N 57DEG-36'-00" E THEREON 52.96 FT TO POB TH CONT N 57DEG-36'-00" E 112.29 FT TH N 00DEG-01'-00" W ALG SD ROW 17.76 FT TH N 57DEG-36'-00" E ALG SD ROW 200 FT TH S 00DEG-01'-00" E 150 FT TH S 57DEG-36'-00" W 81 FT TH S 32DEG-24'-00" E 24.1 FT TH S 57DEG-36'-00" W 161.45 FT TH N 31DEG-59'-05" W 135.77 FT TO BEG\*\* 06/01/2021: BOUNDARY CHANGE BETWEEN 07-06-380-010 & 07-06-380-025 CREATING PARCELS 07-06-380-11 & 07-06-380-026

The property is located in Comstock Charter Township, Kalamazoo County. The property qualifies as "eligible property" under Act 381 on the basis of meeting the definition of a "facility." As such, the property is an "eligible property" under Act 381 (Figure 3). This Brownfield Plan does intend to capture tax increment revenues associated with personal property tax, if available.

## 2.9 Estimates of Residents and Displacement of Individuals/Families

There are no residents or families residing at this property, and thus no residents, families, or individuals will be displaced by the project.

## 2.10 Plan for Relocation of Displaced Persons

No persons reside on the eligible property. Therefore, this section is not applicable.

### **2.11 Provisions for Relocation Costs**

No persons reside on the eligible property. Therefore, this section is not applicable.

### **2.12 Strategy for Compliance with Michigan's Relocation Assistance Law**

No persons reside on the eligible property. Therefore, this section is not applicable.

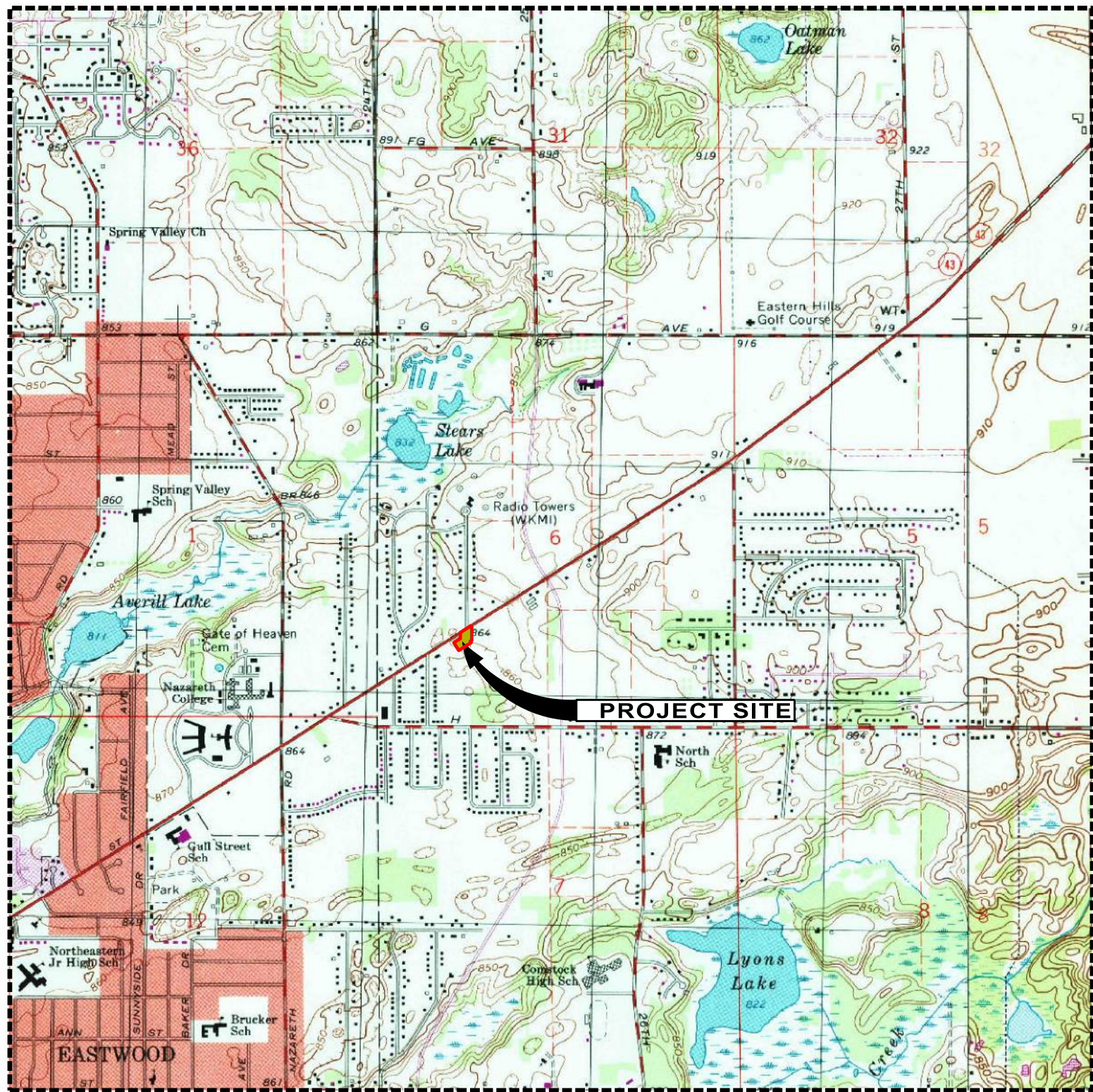
### **2.13 Other Material that the Authority or Governing Body Considers Pertinent**

Through the reimbursement of eligible activities with the new tax increment generated by the new construction, this plan helps to offset the cost gap, associated with the redevelopment of the subject property due to brownfield conditions. The resulting project will increase the work opportunities and tax base of the Township.

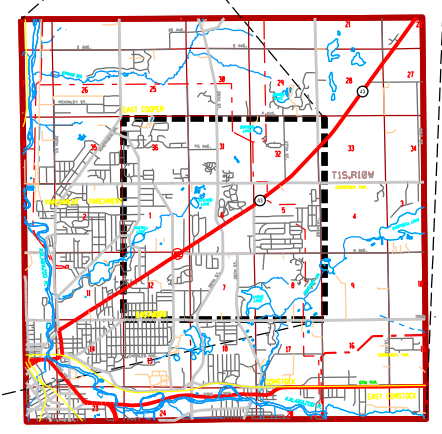


**Figure 1**

**Location Map**

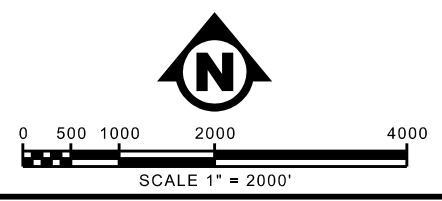


SOURCE: KALAMAZOO, MICHIGAN USGS 7.5 MINUTE TOPOGRAPHIC QUADRANGLE MAPS  
 MAPTECH® U.S. TERRAIN SERIES™ ©MAPTECH®, INC. 606-433-8500



T 2 S. R. 10 W.  
 KALAMAZOO COUNTY  
 COMSTOCK, MICHIGAN

000000.AAAAAA File: AA.dgn Model: Location Map



**KALSEE CREDIT UNION**  
 5242 GULL RD  
 COMSTOCK, MI 49048  
**LOCATION MAP**

PROJECT NO.  
 200196  
 FIGURE No.  
**1**

**Figure 2**

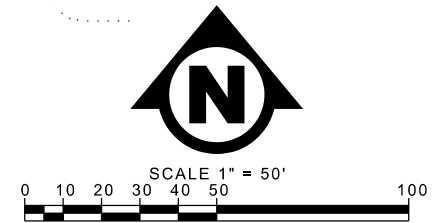
**Site Plan**



APPROXIMATE PROPERTY BOUNDARY

PARCEL #07-06-380-010

APPROXIMATE PROPERTY BOUNDARY



NOTE:  
THIS IS NOT A PROPERTY BOUNDARY SURVEY. PROPERTY BOUNDARIES SHOWN ON THIS MAP  
ARE BASED ON AVAILABLE FURNISHED INFORMATION AND ARE APPROXIMATE ONLY AND  
SHOULD NOT BE USED TO ESTABLISH PROPERTY BOUNDARY LOCATION IN THE FIELD.

**KALSEE CREDIT  
UNION**  
5242 GULL RD  
COMSTOCK, MI 49048

**SITE PLAN**



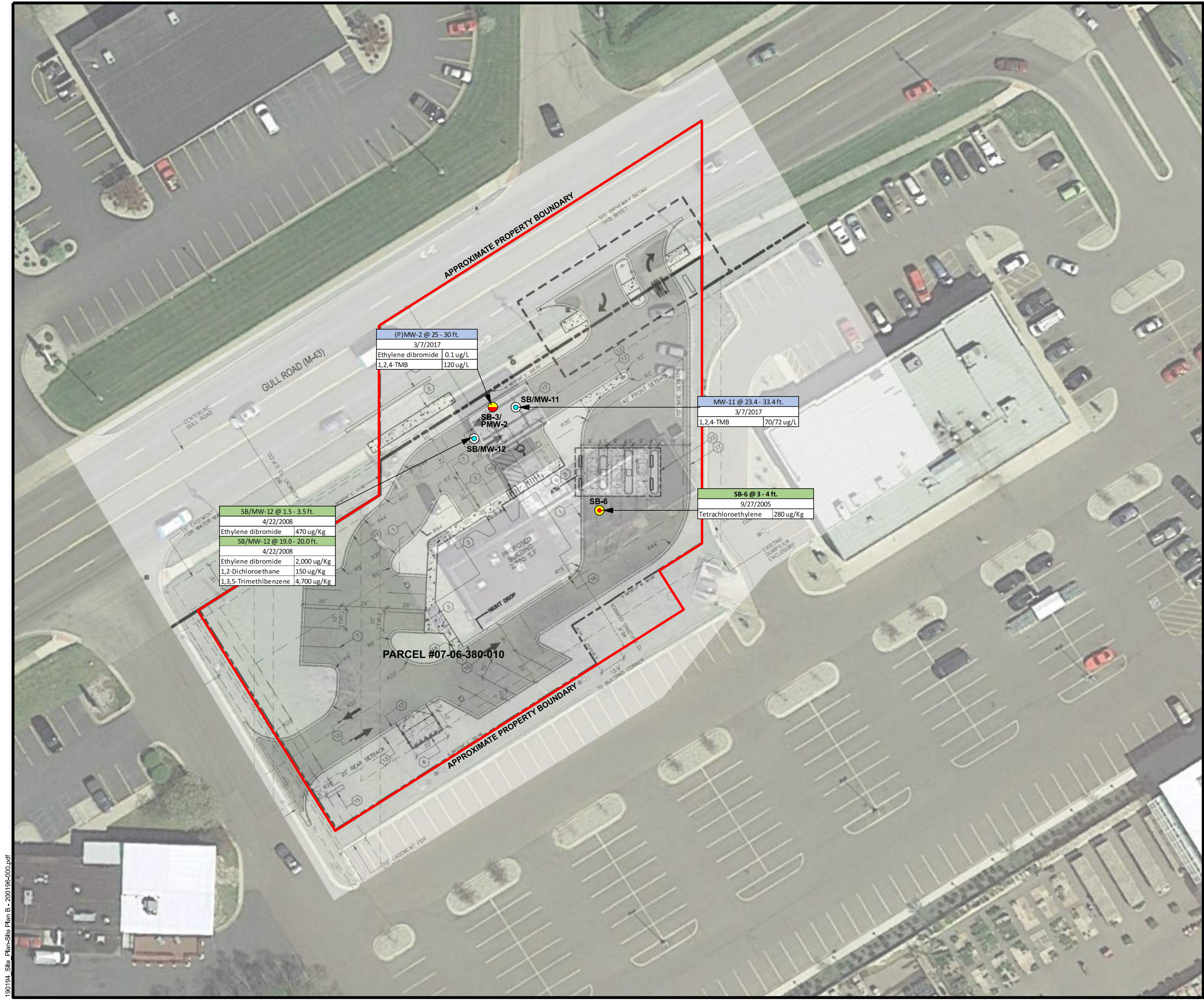
PROJECT NO.  
200196

FIGURE No.

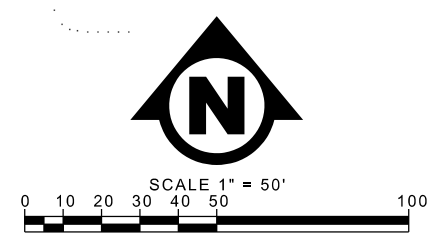
**2**

**Figure 3**

**Site Plan with Facility Contaminants**



- LEGEND**
- SOIL BORING LOCATION
  - SOIL BORING/MONITORING WELL LOCATION
  - SOIL BORING/PERMANENT MONITORING WELL LOCATION
  - SOIL SAMPLE
  - GROUNDWATER SAMPLE



NOTE:  
THIS IS NOT A PROPERTY BOUNDARY SURVEY. PROPERTY BOUNDARIES SHOWN ON THIS MAP ARE BASED ON AVAILABLE FURNISHED INFORMATION AND ARE APPROXIMATE ONLY AND SHOULD NOT BE USED TO ESTABLISH PROPERTY BOUNDARY LOCATION IN THE FIELD.

**KALSEE CREDIT UNION**  
 5242 GULL RD  
 COMSTOCK, MI 49048  
**SITE PLAN w/ FACILITY  
 CONTAMINANTS LAYERED  
 WITH FUTURE BUILDINGS**



PROJECT NO.  
200196  
 FIGURE No.  
**3**

190194\_Site Plan-Site Plan B - 200196-000.pdf

<b>(P)MW-2 @ 25 - 30 ft.</b>	
3/7/2017	
Ethylene dibromide	0.1 ug/L
1,2,4-TMB	120 ug/L

<b>MW-11 @ 23.4 - 33.4 ft.</b>	
3/7/2017	
1,2,4-TMB	70/72 ug/L

<b>SB-6 @ 3 - 4 ft.</b>	
9/27/2005	
Tetrachloroethylene	280 ug/Kg

<b>SB/MW-12 @ 1.5 - 3.5 ft.</b>	
4/22/2008	
Ethylene dibromide	470 ug/Kg
<b>SB/MW-12 @ 19.0 - 20.0 ft.</b>	
4/22/2008	
Ethylene dibromide	2,000 ug/Kg
1,2-Dichloroethane	150 ug/Kg
1,3,5-Trimethylbenzene	4,700 ug/Kg

PARCEL #07-06-380-010

**Table 1**

**Summary of Eligible Activities**

**EGLE Eligible Activities Costs and Schedule**

EGLE Eligible Activities	Cost	Completion Season/Year
<b>Pre-Approved Activities</b>	<b>\$9,463</b>	<b>2020–2021</b>
<i>Phase I &amp; II Environmental Site Assessment</i>	\$2,595	
<i>Baseline Environmental Assessment</i>	\$3,468	
<i>Asbestos, Lead, and Mold Surveys</i>	\$3,400	
<b>Department Specific Activities</b>	<b>\$281,592</b>	<b>2020–2022</b>
<i>Excavation, Treatment, Transport, and Disposal of Contaminated Soil</i>	\$193,393	
<i>Fill (backfill of environmental removals)</i>	\$55,788	
<i>Removal and Closures of USTs</i>	\$5,471	
<i>Soft Costs</i>	\$26,940	
<b>Development of Brownfield Plan</b>	<b>\$17,000</b>	<b>2022–2023</b>
<i>Development of Brownfield Plan</i>	\$17,000	
<b>EGLE Eligible Activities Subtotal</b>	<b>\$308,055</b>	
<b>Contingency (0%)</b>	<b>\$0</b>	
<b>Interest (0%)</b>	<b>\$0</b>	
<b>EGLE Eligible Activities Total Costs</b>	<b>\$308,055</b>	

**Local Only Eligible Activities Costs and Schedule**

Local Only Eligible Activities	Cost	Completion Season/Year
<b>Authority Administration Fee (10%)</b>	<b>\$16,863</b>	
<b>Local Only Eligible Activities Subtotal</b>	<b>\$16,863</b>	
<b>Contingency (0%)</b>	<b>\$0</b>	
<b>Interest (0%)</b>	<b>\$0</b>	
<b>Local Only Eligible Activities Total Costs</b>	<b>\$16,863</b>	



**Table 2**

**Total Captured Incremental Taxes Estimates**

## Tax Increment Revenue Capture Estimates Table 2

KALSEE Credit Union  
5242 Gull Road  
Kalamazoo, Michigan  
January 2023

Estimated Taxable Value (TV) Increase Rate: 1%																																	
Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL		
Calendar Year	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052			
*Base Taxable Value	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ 127,000	\$ -		
Estimated New TV	\$ 259,800	\$ 262,398	\$ 265,022	\$ 267,672	\$ 270,349	\$ 273,052	\$ 275,783	\$ 278,541	\$ 281,326	\$ 284,139	\$ 286,981	\$ 289,851	\$ 292,749	\$ 295,677	\$ 298,633	\$ 301,620	\$ 304,636	\$ 307,682	\$ 310,759	\$ 313,867	\$ 317,005	\$ 320,175	\$ 323,377	\$ 326,611	\$ 329,877	\$ 333,176	\$ 336,508	\$ 339,873	\$ 343,271	\$ 346,704	\$ -		
Incremental Difference (New TV - Base TV)	\$ 132,800	\$ 135,398	\$ 138,022	\$ 140,672	\$ 143,349	\$ 146,052	\$ 148,783	\$ 151,541	\$ 154,326	\$ 157,139	\$ 159,981	\$ 162,851	\$ 165,749	\$ 168,677	\$ 171,633	\$ 174,620	\$ 177,636	\$ 180,682	\$ 183,759	\$ 186,867	\$ 190,005	\$ 193,175	\$ 196,377	\$ 199,611	\$ 202,877	\$ 206,176	\$ 209,508	\$ 212,873	\$ 216,271	\$ 219,704	\$ -		
<b>School Capture</b>																																	
Millage Rate																																	
State Education Tax (SET)	6.0000	\$ 797	\$ 812	\$ 828	\$ 844	\$ 860	\$ 876	\$ 893	\$ 909	\$ 926	\$ 943	\$ 960	\$ 977	\$ 994	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,620	
School Operating Tax	17.8437	\$ 2,370	\$ 2,416	\$ 2,463	\$ 2,510	\$ 2,558	\$ 2,606	\$ 2,655	\$ 2,704	\$ 2,754	\$ 2,804	\$ 2,855	\$ 2,906	\$ 2,958	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 34,557		
<b>School Total</b>	<b>23.8437</b>	<b>\$ 3,166</b>	<b>\$ 3,228</b>	<b>\$ 3,291</b>	<b>\$ 3,354</b>	<b>\$ 3,418</b>	<b>\$ 3,482</b>	<b>\$ 3,548</b>	<b>\$ 3,613</b>	<b>\$ 3,680</b>	<b>\$ 3,747</b>	<b>\$ 3,815</b>	<b>\$ 3,883</b>	<b>\$ 3,952</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 46,177</b>			
<b>Local Capture</b>																																	
Millage Rate																																	
SINKING FUND	0.9958	\$ 132	\$ 135	\$ 137	\$ 140	\$ 143	\$ 145	\$ 148	\$ 151	\$ 154	\$ 156	\$ 159	\$ 162	\$ 165	\$ 168	\$ 171	\$ 174	\$ 177	\$ 180	\$ 183	\$ 186	\$ 189	\$ 192	\$ 196	\$ 199	\$ 202	\$ 205	\$ 209	\$ 212	\$ 215	\$ 219	\$ 5,205	
JUVENILE HOME	0.1613	\$ 21	\$ 22	\$ 22	\$ 23	\$ 23	\$ 24	\$ 24	\$ 24	\$ 25	\$ 25	\$ 26	\$ 26	\$ 27	\$ 27	\$ 28	\$ 28	\$ 29	\$ 29	\$ 30	\$ 30	\$ 31	\$ 31	\$ 32	\$ 32	\$ 33	\$ 33	\$ 34	\$ 34	\$ 35	\$ 35	\$ 843	
CCTA	0.8956	\$ 119	\$ 121	\$ 124	\$ 126	\$ 128	\$ 131	\$ 133	\$ 136	\$ 138	\$ 141	\$ 143	\$ 146	\$ 148	\$ 151	\$ 154	\$ 156	\$ 159	\$ 162	\$ 165	\$ 167	\$ 170	\$ 173	\$ 176	\$ 179	\$ 182	\$ 185	\$ 188	\$ 191	\$ 194	\$ 197	\$ 4,681	
KCTA	0.3110	\$ 41	\$ 42	\$ 43	\$ 44	\$ 45	\$ 45	\$ 46	\$ 47	\$ 48	\$ 49	\$ 50	\$ 51	\$ 52	\$ 52	\$ 53	\$ 54	\$ 55	\$ 56	\$ 57	\$ 58	\$ 59	\$ 60	\$ 61	\$ 62	\$ 63	\$ 64	\$ 65	\$ 66	\$ 67	\$ 68	\$ 1,626	
KVCC	2.7802	\$ 369	\$ 376	\$ 384	\$ 391	\$ 399	\$ 406	\$ 414	\$ 421	\$ 429	\$ 437	\$ 445	\$ 453	\$ 461	\$ 469	\$ 477	\$ 485	\$ 494	\$ 502	\$ 511	\$ 520	\$ 528	\$ 537	\$ 546	\$ 555	\$ 564	\$ 573	\$ 582	\$ 592	\$ 601	\$ 611	\$ 14,532	
COUNTY OPERATING - Summer	4.6318	\$ 615	\$ 627	\$ 639	\$ 652	\$ 664	\$ 676	\$ 689	\$ 702	\$ 715	\$ 728	\$ 741	\$ 754	\$ 768	\$ 781	\$ 795	\$ 809	\$ 823	\$ 837	\$ 851	\$ 866	\$ 880	\$ 895	\$ 910	\$ 925	\$ 940	\$ 955	\$ 970	\$ 986	\$ 1,002	\$ 1,018	\$ 24,211	
COUNTY PUBLIC SAFTEY	1.4380	\$ 191	\$ 195	\$ 198	\$ 202	\$ 206	\$ 210	\$ 214	\$ 218	\$ 222	\$ 226	\$ 230	\$ 234	\$ 238	\$ 243	\$ 247	\$ 251	\$ 255	\$ 260	\$ 264	\$ 269	\$ 273	\$ 278	\$ 282	\$ 287	\$ 292	\$ 296	\$ 301	\$ 306	\$ 311	\$ 316	\$ 7,517	
COUNTY 911	0.6459	\$ 86	\$ 87	\$ 89	\$ 91	\$ 93	\$ 94	\$ 96	\$ 98	\$ 100	\$ 101	\$ 103	\$ 105	\$ 107	\$ 109	\$ 111	\$ 113	\$ 115	\$ 117	\$ 119	\$ 121	\$ 123	\$ 125	\$ 127	\$ 129	\$ 131	\$ 133	\$ 135	\$ 137	\$ 140	\$ 142	\$ 3,376	
COUNTY HOUSING	0.7453	\$ 99	\$ 101	\$ 103	\$ 105	\$ 107	\$ 109	\$ 111	\$ 113	\$ 115	\$ 117	\$ 119	\$ 121	\$ 124	\$ 126	\$ 128	\$ 130	\$ 132	\$ 135	\$ 137	\$ 139	\$ 142	\$ 144	\$ 146	\$ 149	\$ 151	\$ 154	\$ 156	\$ 159	\$ 161	\$ 164	\$ 3,886	
COUNTY SENIOR	0.3462	\$ 46	\$ 47	\$ 48	\$ 49	\$ 50	\$ 51	\$ 52	\$ 52	\$ 53	\$ 54	\$ 55	\$ 56	\$ 57	\$ 58	\$ 59	\$ 60	\$ 61	\$ 63	\$ 64	\$ 65	\$ 66	\$ 67	\$ 68	\$ 69	\$ 70	\$ 71	\$ 73	\$ 74	\$ 75	\$ 76	\$ 1,810	
KRESA ISD	6.9853	\$ 928	\$ 946	\$ 964	\$ 983	\$ 1,001	\$ 1,020	\$ 1,039	\$ 1,059	\$ 1,078	\$ 1,098	\$ 1,118	\$ 1,138	\$ 1,158	\$ 1,178	\$ 1,199	\$ 1,220	\$ 1,241	\$ 1,262	\$ 1,284	\$ 1,305	\$ 1,327	\$ 1,349	\$ 1,372	\$ 1,394	\$ 1,417	\$ 1,440	\$ 1,463	\$ 1,487	\$ 1,511	\$ 1,535	\$ 36,513	
TOWNSHIP	1.4500	\$ 193	\$ 196	\$ 200	\$ 204	\$ 208	\$ 212	\$ 216	\$ 220	\$ 224	\$ 228	\$ 232	\$ 236	\$ 240	\$ 245	\$ 249	\$ 253	\$ 258	\$ 262	\$ 266	\$ 271	\$ 276	\$ 280	\$ 285	\$ 289	\$ 294	\$ 299	\$ 304	\$ 309	\$ 314	\$ 319	\$ 7,579	
SENIOR MILLAGE	1.0000	\$ 133	\$ 135	\$ 138	\$ 141	\$ 143	\$ 146	\$ 149	\$ 152	\$ 154	\$ 157	\$ 160	\$ 163	\$ 166	\$ 169	\$ 172	\$ 175	\$ 178	\$ 181	\$ 184	\$ 187	\$ 190	\$ 193	\$ 196	\$ 200	\$ 203	\$ 206	\$ 210	\$ 213	\$ 216	\$ 220	\$ 5,227	
ROAD PATROL	0.8500	\$ 86	\$ 88	\$ 90	\$ 91	\$ 93	\$ 95	\$ 97	\$ 99	\$ 100	\$ 102	\$ 104	\$ 106	\$ 108	\$ 110	\$ 112	\$ 114	\$ 115	\$ 117	\$ 119	\$ 121	\$ 124	\$ 126	\$ 128	\$ 130	\$ 132	\$ 134	\$ 136	\$ 138	\$ 141	\$ 143	\$ 3,398	
TOWNSHIP ROADS	1.0000	\$ 133	\$ 135	\$ 138	\$ 141	\$ 143	\$ 146	\$ 149	\$ 152	\$ 154	\$ 157	\$ 160	\$ 163	\$ 166	\$ 169	\$ 172	\$ 175	\$ 178	\$ 181	\$ 184	\$ 187	\$ 190	\$ 193	\$ 196	\$ 200	\$ 203	\$ 206	\$ 210	\$ 213	\$ 216	\$ 220	\$ 5,227	
FIRE OPERATING	4.7500	\$ 631	\$ 643	\$ 656	\$ 668	\$ 681	\$ 694	\$ 707	\$ 720	\$ 733	\$ 746	\$ 760	\$ 774	\$ 787	\$ 801	\$ 815	\$ 829	\$ 844	\$ 858	\$ 873	\$ 888	\$ 903	\$ 918	\$ 933	\$ 948	\$ 964	\$ 979	\$ 995	\$ 1,011	\$ 1,027	\$ 1,044	\$ 24,829	
FIRE CAPITAL	2.0000	\$ 266	\$ 271	\$ 276	\$ 281	\$ 287	\$ 292	\$ 298	\$ 303	\$ 309	\$ 314	\$ 320	\$ 326	\$ 331	\$ 337	\$ 343	\$ 349	\$ 355	\$ 361	\$ 368	\$ 374	\$ 380	\$ 386	\$ 393	\$ 399	\$ 406	\$ 412	\$ 419	\$ 426	\$ 433	\$ 439	\$ 10,454	
LIBRARY COMSTOCK	1.4733	\$ 196	\$ 199	\$ 203	\$ 207	\$ 211	\$ 215	\$ 219	\$ 223	\$ 227	\$ 232	\$ 236	\$ 240	\$ 244	\$ 249	\$ 253	\$ 257	\$ 262	\$ 266	\$ 271	\$ 275	\$ 280	\$ 285	\$ 289	\$ 294	\$ 299	\$ 304	\$ 309	\$ 314	\$ 319	\$ 324	\$ 7,701	
<b>Local Total</b>	<b>32.2597</b>	<b>\$ 4,284</b>	<b>\$ 4,368</b>	<b>\$ 4,453</b>	<b>\$ 4,538</b>	<b>\$ 4,624</b>	<b>\$ 4,712</b>	<b>\$ 4,800</b>	<b>\$ 4,889</b>	<b>\$ 4,979</b>	<b>\$ 5,069</b>	<b>\$ 5,161</b>	<b>\$ 5,254</b>	<b>\$ 5,347</b>	<b>\$ 5,441</b>	<b>\$ 5,537</b>	<b>\$ 5,633</b>	<b>\$ 5,730</b>	<b>\$ 5,829</b>	<b>\$ 5,928</b>	<b>\$ 6,028</b>	<b>\$ 6,130</b>	<b>\$ 6,232</b>	<b>\$ 6,335</b>	<b>\$ 6,439</b>	<b>\$ 6,545</b>	<b>\$ 6,651</b>	<b>\$ 6,759</b>	<b>\$ 6,867</b>	<b>\$ 6,977</b>	<b>\$ 7,088</b>	<b>\$ 168,625</b>	
<b>Non-Capturable Millages</b>																																	
Millage Rate																																	
SCHOOL DEBT	5.5000	\$ 730	\$ 745	\$ 759	\$ 774	\$ 788	\$ 803	\$ 818	\$ 833	\$ 849	\$ 864	\$ 880	\$ 896	\$ 912	\$ 928	\$ 944	\$ 960	\$ 977	\$ 994	\$ 1,011	\$ 1,028	\$ 1,045	\$ 1,062	\$ 1,080	\$ 1,098	\$ 1,116	\$ 1,134	\$ 1,152	\$ 1,171	\$ 1,189	\$ 1,208	\$ 28,749	
<b>Total Non-Capturable Taxes</b>	<b>5.5000</b>	<b>\$ 730</b>	<b>\$ 745</b>	<b>\$ 759</b>	<b>\$ 774</b>	<b>\$ 788</b>	<b>\$ 803</b>	<b>\$ 818</b>	<b>\$ 833</b>	<b>\$ 849</b>	<b>\$ 864</b>	<b>\$ 880</b>	<b>\$ 896</b>	<b>\$ 912</b>	<b>\$ 928</b>	<b>\$ 944</b>	<b>\$ 960</b>	<b>\$ 977</b>	<b>\$ 994</b>	<b>\$ 1,011</b>	<b>\$ 1,028</b>	<b>\$ 1,045</b>	<b>\$ 1,062</b>	<b>\$ 1,080</b>	<b>\$ 1,098</b>	<b>\$ 1,116</b>	<b>\$ 1,134</b>	<b>\$ 1,152</b>	<b>\$ 1,171</b>	<b>\$ 1,189</b>	<b>\$ 1,208</b>	<b>\$ 28,749</b>	
<b>Total</b>	<b>7.451</b>	<b>\$ 7,596</b>	<b>\$ 7,744</b>	<b>\$ 7,892</b>	<b>\$ 8,042</b>	<b>\$ 8,194</b>	<b>\$ 8,347</b>	<b>\$ 8,502</b>	<b>\$ 8,658</b>	<b>\$ 8,816</b>	<b>\$ 8,975</b>	<b>\$ 9,136</b>	<b>\$ 9,299</b>	<b>\$ 9,461</b>	<b>\$ 9,627</b>	<b>\$ 9,794</b>	<b>\$ 9,963</b>	<b>\$ 10,134</b>	<b>\$ 10,307</b>	<b>\$ 10,482</b>	<b>\$ 10,659</b>	<b>\$ 10,838</b>	<b>\$ 11,019</b>	<b>\$ 11,202</b>	<b>\$ 11,387</b>	<b>\$ 11,574</b>	<b>\$ 11,763</b>	<b>\$ 11,954</b>	<b>\$ 12,147</b>	<b>\$ 12,342</b>	<b>\$ 12,539</b>	<b>\$ 12,738</b>	<b>\$ 12,939</b>

**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

**Table 3**

**Estimated Reimbursement Schedule**

### Tax Incremental Revenue Reimbursement Allocation Table 3

KALSEE Credit Union  
5242 Gull Road  
Kalamazoo, Michigan  
January 2023

Developer Maximum Reimbursement	Proportionality	School Taxes	Local-Only Taxes	Total
State	42.5%	\$ 9,463	\$ -	\$ 9,463
Local	57.5%	\$ 298,592	\$ -	\$ 120,855
<b>TOTAL</b>				
EGLE	100.0%	\$ 9,463	\$ 298,592	\$ 308,055
MSF	0.0%	\$ -	\$ -	\$ -

Estimated Total Years of Plan:	30
--------------------------------	----

Estimated Capture	
Administrative Fees	\$ 16,863
State Brownfield Redevelopment Fund	\$ 2,955
Local Brownfield Revolving Fund	\$ 40,370

Year of Plan	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	TOTAL		
Total State Incremental Revenue	\$ 3,166	\$ 3,228	\$ 3,291	\$ 3,354	\$ 3,418	\$ 3,482	\$ 3,548	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,488		
State Brownfield Redevelopment Fund (50% of SET)	\$ 398	\$ 406	\$ 414	\$ 422	\$ 430	\$ 438	\$ 446	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,955			
State TIR Available for Reimbursement	\$ 2,768	\$ 2,822	\$ 2,877	\$ 2,932	\$ 2,988	\$ 3,044	\$ 3,101	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 20,533			
Total Local Incremental Revenue	\$ 4,284	\$ 4,368	\$ 4,453	\$ 4,538	\$ 4,624	\$ 4,712	\$ 4,800	\$ 4,889	\$ 4,979	\$ 5,069	\$ 5,161	\$ 5,254	\$ 5,347	\$ 5,441	\$ 5,537	\$ 5,633	\$ 5,730	\$ 5,829	\$ 5,928	\$ 6,028	\$ 6,130	\$ 6,232	\$ 6,335	\$ 6,439	\$ 6,545	\$ 6,651	\$ 6,759	\$ 6,867	\$ 6,977	\$ 7,088	\$ 168,625		
BRA Administrative Fee (10%)	\$ 428	\$ 437	\$ 445	\$ 454	\$ 462	\$ 471	\$ 480	\$ 489	\$ 498	\$ 507	\$ 516	\$ 525	\$ 535	\$ 544	\$ 554	\$ 563	\$ 573	\$ 583	\$ 593	\$ 603	\$ 613	\$ 623	\$ 634	\$ 644	\$ 654	\$ 665	\$ 676	\$ 687	\$ 698	\$ 709	\$ 16,863		
Local TIR Available for Reimbursement	\$ 3,856	\$ 3,931	\$ 4,007	\$ 4,084	\$ 4,162	\$ 4,240	\$ 4,320	\$ 4,400	\$ 4,481	\$ 4,562	\$ 4,645	\$ 4,728	\$ 4,812	\$ 4,897	\$ 4,983	\$ 5,070	\$ 5,157	\$ 5,246	\$ 5,335	\$ 5,425	\$ 5,517	\$ 5,609	\$ 5,702	\$ 5,795	\$ 5,890	\$ 5,986	\$ 6,083	\$ 6,180	\$ 6,279	\$ 6,379	\$ 151,763		
<b>Total State &amp; Local TIR Available</b>	\$ 6,624	\$ 6,753	\$ 6,884	\$ 7,016	\$ 7,150	\$ 7,285	\$ 7,421	\$ 4,400	\$ 4,481	\$ 4,562	\$ 4,645	\$ 4,728	\$ 4,812	\$ 4,897	\$ 4,983	\$ 5,070	\$ 5,157	\$ 5,246	\$ 5,335	\$ 5,425	\$ 5,517	\$ 5,609	\$ 5,702	\$ 5,795	\$ 5,890	\$ 5,986	\$ 6,083	\$ 6,180	\$ 6,279	\$ 6,379	\$ 172,295		
<b>DEVELOPER and AUTHORITY</b>																																	
Reimbursement Balance	\$ 308,055	\$ 308,055	\$ 301,431	\$ 294,678	\$ 287,794	\$ 282,714	\$ 278,552	\$ 274,311	\$ 269,992	\$ 265,592	\$ 261,111	\$ 256,549	\$ 251,904	\$ 247,176	\$ 242,363	\$ 237,466	\$ 232,483	\$ 227,413	\$ 222,256	\$ 217,010	\$ 211,675	\$ 206,249	\$ 200,733	\$ 195,124	\$ 189,422	\$ 183,627	\$ 177,737	\$ 177,737	\$ 177,737	\$ 177,737	\$ 177,737	\$ 177,737	
<b>EGLE Environmental Costs (County)</b>																																	
State Tax Reimbursement	\$ 9,463	\$ 9,463	\$ 6,695	\$ 3,873	\$ 996	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Tax Reimbursement	\$ 9,463	\$ 2,768	\$ 2,822	\$ 2,877	\$ 996	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,463
<b>Total EGLE Reimbursement Balance</b>	\$ 6,695	\$ 3,873	\$ 996	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,463	
<b>Local Only Costs (Developer)</b>																																	
Local Tax Reimbursement	\$ 298,592	\$ 298,592	\$ 294,736	\$ 290,805	\$ 286,798	\$ 282,714	\$ 278,552	\$ 274,311	\$ 269,992	\$ 265,592	\$ 261,111	\$ 256,549	\$ 251,904	\$ 247,176	\$ 242,363	\$ 237,466	\$ 232,483	\$ 227,413	\$ 222,256	\$ 217,010	\$ 211,675	\$ 206,249	\$ 200,733	\$ 195,124	\$ 189,422	\$ 183,627	\$ 177,737	\$ 177,737	\$ 177,737	\$ 177,737	\$ 177,737	\$ -	
<b>Total Local Reimbursement Balance</b>	\$ 298,592	\$ 3,856	\$ 3,931	\$ 4,007	\$ 4,084	\$ 4,162	\$ 4,240	\$ 4,320	\$ 4,400	\$ 4,481	\$ 4,562	\$ 4,645	\$ 4,728	\$ 4,812	\$ 4,897	\$ 4,983	\$ 5,070	\$ 5,157	\$ 5,246	\$ 5,335	\$ 5,425	\$ 5,517	\$ 5,609	\$ 5,702	\$ 5,795	\$ 5,890	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,855	
<b>Total Annual Developer Reimbursement</b>	\$ 6,624	\$ 6,753	\$ 6,884	\$ 5,080	\$ 4,162	\$ 4,240	\$ 4,320	\$ 4,400	\$ 4,481	\$ 4,562	\$ 4,645	\$ 4,728	\$ 4,812	\$ 4,897	\$ 4,983	\$ 5,070	\$ 5,157	\$ 5,246	\$ 5,335	\$ 5,425	\$ 5,517	\$ 5,609	\$ 5,702	\$ 5,795	\$ 5,890	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 130,318		
<b>LOCAL BROWNFIELD REVOLVING FUN</b>																																	
LBRF Deposits	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,370	
State Tax Capture	\$ 9,463	\$ -	\$ -	\$ -	\$ 1,936	\$ 2,988	\$ 3,044	\$ 1,495	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,463
Local Tax Capture	\$ 298,592	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total LBRF Capture</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 40,370

**Footnotes:**  
This plan will remain in place until the eligible activities have been fully reimbursed and up to five full years of capture into the LBRF (not to exceed the amount of eligible activities) is complete or tax capture reaches 30 years by statute, whichever occurs sooner.  
LBRF Deposits are taken after eligible activities are reimbursed, may be taken from EGLE & Local TIR only.

**Attachment A**

**Brownfield Plan Resolution(s)**



## Kalamazoo County Board of Commissioners

### RESOLUTION

#### APPROVING BROWNFIELD PLAN BY THE COUNTY OF KALAMAZOO PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS OF THE STATE OF MICHIGAN OF 1996, AS AMENDED.

At a regular meeting of the Board of Commissioners of Kalamazoo County, Michigan, held in the Board of Commissioners Room, County Administration Building located at 201 W. Kalamazoo Avenue, Kalamazoo, Michigan, on the 21<sup>st</sup> day of March 2023 at 7 p.m.

PRESENT: Dale Deleeuw, John Gisler, Jeff Heppler, Wendy Mazer, Monteze Morales, Jen Strebs, John Taylor, Abigail Wheeler

ABSENT: Tami Rey

MOTION BY: John Gisler

SUPPORTED BY: Monteze Morales

WHEREAS, the Kalamazoo County Board of Commissioners, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), have formally resolved to participate in the Brownfield Redevelopment Authority (BRA) of Kalamazoo County (the "Authority") and have designated that all related activities shall proceed through the BRA; and

WHEREAS, the Authority, pursuant to and in accordance with Section 13 of the Act, has reviewed, adopted and recommended for approval by the Kalamazoo County Board of Commissioners, the Brownfield plan (the "Plan") attached hereto, to be carried out within Comstock Township, relating to the development constructing a new approximately 2,800-square-foot KALSEE Credit Union (KALSEE) building on .89 acres, located at 5242 Gull Road Kalamazoo, MI 49048, in Kalamazoo County, Michigan, (the "Site"), as more particularly described and shown in Figure 1 and Figure 2 contained within the attached Plan; and

WHEREAS, the Kalamazoo County Board of Commissioners have reviewed the Plan, and have been provided a reasonable opportunity to express their views and recommendations regarding the Plan and in accordance with Sections 14 of the Act; and

WHEREAS, the Kalamazoo County Board of Commissioners have noticed and held a public hearing in accordance with Section 14 (1,2,3,4 and 5) of the Act, and

WHEREAS, Comstock Township has passed a resolution supporting adoption of the Plan;

WHEREAS, the Kalamazoo County Board of Commissioners have made the following determinations and findings:

- A. The Plan constitutes a public purpose under the Act;
- B. The Plan meets all of the requirements for a Brownfield plan set forth in Section 13 of the Act;
- C. The proposed method of financing the costs of the eligible activities, as described in the Plan, was feasible and the Authority has the ability to arrange the financing;
- D. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and

WHEREAS, as a result of its review of the Plan, the Kalamazoo County Board of Commissioners concur with approval of the Plan.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. **Plan Approved.** Pursuant to the authority vested in the Kalamazoo County Board of Commissioners, by the Act, the Plan is hereby approved in the form attached to this Resolution.
2. **Severability.** Should any section, clause or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
3. **Repeals.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

Adopted: March 21, 2023

AYES: Dale Deleeuw, John Gisler, Jeff Heppler, Wendy Mazer, Monteze Morales, Jen Strebs, John Taylor, Abigail Wheeler

NAYS: None

ABSTAINED: None

ABSENT: Tami Rey

CARRIED.

DATE 3/23/23

  
\_\_\_\_\_

John Taylor, Chairperson  
Kalamazoo County Board of Commissioners

STATE OF MICHIGAN        )  
  )SS  
COUNTY OF KALAMAZOO    )

I, Meredith Place, the duly qualified and acting Clerk of Kalamazoo County, Michigan (the "County") do hereby certify that the foregoing is a true and complete copy of a proclamation adopted by the Board of Commissioners at a meeting held on March 21, 2023. Public notice of said meeting was given pursuant to an in compliance with Act No. 267 of the Public Acts of Michigan of 1976, as amended.

IN WITNESS WHEREOF, I have hereunto affixed by signature this 22<sup>nd</sup> day of March 2023.



  
\_\_\_\_\_

Meredith Place  
Kalamazoo County Clerk/Register of Deeds



**KALAMAZOO, MICHIGAN**

**RESOLUTION CONCURRING WITH THE TERMS OF THE BROWNFIELD PLAN  
OF  
KALSEE CREDIT UNION, COMSTOCK CHARTER TOWNSHIP, MICHIGAN  
BY THE COMSTOCK CHARTER TOWNSHIP  
PURSUANT TO AND IN ACCORDANCE WITH  
THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS  
OF THE STATE OF MICHIGAN OF 1996, AS AMENDED**

At a regular meeting of the Township Board of Comstock Charter Township, Michigan, held in the Meeting Room, in Township Hall located at 6138 King Highway, Kalamazoo, Michigan, on the 6<sup>th</sup> day of February 2023 at 6:00 PM.

PRESENT: Supervisor Randy Thompson, Clerk Nicole Beauchamp, Treasurer Bret Padgett, Trustee Clyde "Bub" Sherwood, Trustee Terry McIver, Trustee Jerry Amos, Trustee Jason Knight

ABSENT: None

MOTION BY: Treasurer Padgett

SUPPORTED BY: Trustee Knight

WHEREAS, the County of Kalamazoo, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), has formally resolved to participate in the Brownfield Redevelopment Authority (BRA) of the Kalamazoo County (the "Authority") and have designated that all related activities shall proceed through the BRA; and

WHEREAS, the Authority, pursuant to and in accordance with Section 13 of the Act, has reviewed, and recommended for approval by the Kalamazoo County Commissioners, the Brownfield Plan (the "Plan") attached hereto, to be carried out within Comstock Charter Township, relating to the development of property located at 5242 Gull Road, Kalamazoo, Michigan (the "Site"), as shown in Figures 1 and 2 of the Plan and more particularly described in the legal description of the property contained within the attached Plan; and

WHEREAS, the Township Board has reviewed the Plan, and has been provided a reasonable opportunity to express their views and recommendations regarding the Plan and in accordance with Section 14(5) of the Act; and

WHEREAS, the Township Board has noticed and held a public hearing in accordance with Section 14 (1,2,3,4 and 5) of the Act, and

WHEREAS, the Kalamazoo County Brownfield Redevelopment Authority has passed a resolution supporting the adoption of the Plan;

WHEREAS, the Comstock Charter Township Board has made the following determinations and findings:

1. The Plan constitutes a public purpose under the Act;
2. The Plan meets all of the requirements for a Brownfield plan set forth in Section 13 of the Act;
3. The proposed method of financing the costs of the eligible activities, as described in the Plan, was feasible and the Authority has the ability to arrange the financing;
4. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and
5. The amount of captured taxable value estimated to result from the adoption of the Plan is reasonable;

and

WHEREAS, as a result of the review of the Plan the Comstock Charter Township Board concurs with the approval of the individual Plan.

NOW, THEREFORE BE IT RESOLVED THAT:

1. **Plan Support.** Pursuant to the authority vested in the Comstock Charter Township Board, by the Act, the Plan is hereby supported in the form attached to this Resolution.
2. **Severability.** Should any section, clause, or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
3. **Repeals.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

AYES: Supervisor Randy Thompson, Clerk Nicole Beauchamp, Treasurer Bret Padgett, Trustee Clyde "Bub" Sherwood, Trustee Terry McIver, Trustee Jerry Amos, Trustee Jason Knight

NAYES: None

ABSTAINED: None

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN )

)§

COMSTOCK CHARTER TOWNSHIP )ss:

I, the undersigned, the fully qualified and acting Clerk of Comstock Charter Township, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Comstock Charter Township Board at a regular meeting held on the 6th day of February 2023, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature this 6th day of February 2023.

Nicole M. Beauchamp  
Comstock Charter Township Clerk

KELLY L SIMS, Notary Public  
State of Michigan, County of Kalamazoo  
My Commission Expires 03/03/2025  
Acting in the County of Kalamazoo

**Attachment B**

**Development and/or Reimbursement Agreement**

## **BROWNFIELD PLAN DEVELOPMENT AGREEMENT**

THIS BROWNFIELD PLAN DEVELOPMENT AGREEMENT (the “Agreement”), is entered into on 24 April, 2023 between the **KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporate established pursuant to Act 381 of the Public Acts of 1996, as amended, MCL 125.2651 et seq. (“Act 381”), whose address is 201 W. Kalamazoo Avenue, Room 101, Kalamazoo, Michigan 49007 (the “Authority”), and **KALSEE Credit Union** (the “Developer”).

### **RECITALS**

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

**WHEREAS**, the County has established a Brownfield Redevelopment Authority, and the Authority and the County have adopted a Brownfield Plan specifically for this site (the “Plan”), pursuant to the provisions of Act 381, a copy of which is attached as Exhibit B.

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

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

**WHEREAS**, Developer owns property in Kalamazoo County located at 5242 Gull Road Kalamazoo, MI 49048 (the “Property”) and legally described on the attached Exhibit A.

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

**WHEREAS**, The purpose of the Plan is to facilitate the redevelopment of the Property, which is a 0.89-acre parcel of land, located at 5242 Gull Road, formerly used as a gas station, convenience store, and garage/service area (the “Project”). The Project involves removing the existing underground storage tanks, demolishing the building, and constructing a new, approximately 2,800-square-foot KALSEE Credit Union building on the Property. The Project will add two full-time jobs to the community and the total capital investment on the Project is estimated to be \$3,000,000. The redevelopment of the Property would increase the property tax base within Kalamazoo County.

**WHEREAS**, the Project will require the Developer to incur Eligible Costs associated with certain Eligible Activities outlined in Table 1 of the Plan, which may require the services of various contractors, engineers, environmental consultants, attorneys, and other professionals. The Developer's Eligible Costs shall not exceed \$308,055.00.

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

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

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

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

**3. Term of Agreement.** Pursuant to the Plan, the Authority shall capture that amount of Tax Increment Revenues generated from real and personal property taxes allowed by law on the Property. An analysis showing the estimated reimbursement schedule is attached as Table 3 to the Plan. Capture of Tax Increment Revenues will begin in 2024 and will continue until the earlier of (hereinafter, the "End Date"):

**3.1** Full reimbursement to the Authority of its Administrative Costs, plus reimbursement to the Developer of the Property as outlined in the Plan, including reimbursement of Eligible Costs for those Eligible Activities set forth in Paragraph 5, plus an additional amount captured by the Authority for an additional five full years of tax capture ("Additional Authority Amount"), with such Additional Authority Amount to be designated for the Local Brownfield Revolving Fund ("LBRF"); or

**3.2** 30 years from the beginning date of the capture of Tax Increment Revenues, with five of the 30 years designated for LBRF only.

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

**5. Eligible Activities.** The Developer shall diligently pursue completion of the Eligible Activities summarized in the Plan and set forth in this Paragraph. The Authority shall reimburse the Developer for Eligible Costs, such as Phase 1 and Phase 2 Environmental Site Assessments, Baseline Environmental Assessments, the development of the Brownfield Plan, and other costs

described in the Plan incurred by Developer, which may require the services of various contractors, engineers, environmental consultants, attorneys, and other professionals.

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

**7. Reimbursement Process.**

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

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

**7.3 Reimbursement.** After both the summer and winter taxes are captured and collected on the Property, the Authority shall reimburse its Eligible and Administrative Costs and pay approved Eligible Costs to the Developer from Tax Increment Revenues that are generated from the Property in accordance with the Plan and Paragraph 7 to the extent that taxes have been captured and are available in that fiscal year. The Authority shall receive one hundred (100) percent of Tax Increment Revenues until fully reimbursed, unless otherwise designated by the Authority. In the event that there are insufficient Tax Increment Revenues available in any given year to reimburse all of the Authority's and Developer's Eligible Costs, as described in Paragraph 5, then the Authority shall reimburse the Authority or Developer only from available Tax Increment Revenues. Once the Authority is fully reimbursed for its Eligible Costs, the Developer shall receive the available Tax Increment Revenue, less Administrative Costs, during the term of this

Agreement, until all of the amounts for which submissions have been made have been fully paid to the Developer, or the repayment obligation expires, whichever occurs first. The Authority shall make additional payments, on an annual basis, toward the Developer's remaining unpaid Eligible Costs during the term of this Agreement. The Developer shall not be entitled to reimbursement under this Agreement unless the Developer has timely and completely paid its real and personal property taxes (or industrial facilities taxes) including all penalties, interest and other amounts due in relation thereto when due. For purposes of this Agreement, to be timely paid, taxes must be paid before the date on which they can no longer be paid without penalties or interest. The repayment obligation under this Agreement shall expire on the End Date.

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

Checks shall be payable to and delivered by certified mail (or through electronic transfer if available through Developer) to:

KALSEE Credit Union  
2501 Millcork Street  
Kalamazoo, MI 49001  
ATTN: Matt Lahman

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

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

**8.2 Property Tax Appeal:** In the event the Developer, or any other owner of real estate on the Property, files an appeal with the Michigan Tax Tribunal, related to the taxable value of the Property, the Authority shall do the following:

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

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

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

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

**9.1 Project.** At its sole expense, Developer shall use its best efforts to conduct the activities described in the Plan and to construct the Project. The purpose of the Plan is to facilitate the redevelopment of the Property, including without limitation, removing the existing underground storage tanks, demolishing the building, and constructing a new approximately 2,800-square-foot KALSEE Credit Union building. The redevelopment construction commenced in 2021 and is estimated to be completed in February/March of 2023. Under no circumstances shall the Authority have any responsibility or liability for remediation or redevelopment of the Property, or for conducting any "Eligible Activities" at the Property, except for its obligations under this Agreement to provide funds to the extent available as permitted in Paragraph 7 hereof with respect to payments from Tax Increment Revenues.

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

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

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

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



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

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

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

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

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

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

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

**11.2 Eligible Costs.** The Developer will only submit for reimbursement under Paragraph 7 hereof such costs that are Eligible Costs (as defined herein) for which Developer is permitted to be reimbursed pursuant to Act 381 and all other applicable laws and regulations.

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

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

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

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

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

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

**12.5** The Developer terminates its existence.

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

**13. Remedies upon Default.** If any event of default as defined above shall occur and be continuing for 30 days after written notice of default from the Authority, the Authority shall have the right, but not the obligation, to exercise any of the following rights and remedies either individually or concurrently:

- (a) Terminate this Agreement effective immediately upon notice to the Developer;
- (b) Receive reimbursement from the Developer for all costs which the Authority has incurred in connection with the Project, the Property, or this Development Agreement (within 30 days following demand); and
- (c) All other remedies available at law or in equity.

In addition, if the Developer fails to substantially complete the Project within the timelines required by this Agreement, or if Developer otherwise defaults prior to substantial completion of the Project, Developer shall pay back to the Authority (within thirty (30) days following demand by the Authority) any amounts paid to Developer as reimbursement for Eligible Costs pursuant to the terms of this Agreement or otherwise.

Following a default by Developer, or following expiration or termination of this Agreement for any reason, Developer shall then be responsible for all subsequent Project costs, including Eligible Costs, without contribution from Tax Increment Revenues collected by the Authority from taxes levied on the Property.

**14. Legislative Authorization.** This Agreement is governed by and subject to the restrictions set forth in Act 381. In the event that there is legislation enacted in the future which alters or affects the amount of Tax Increment Revenues subject to capture, Eligible Properties, or Eligible Activities, then the Developer's rights and the Authority's obligations under this Agreement may be modified accordingly by agreement of the parties.



any of its rights hereunder. No waiver by either party, expressed or implied, of any breach of any provision of this Agreement is considered a waiver or a consent to any subsequent breach of this same or other provision.

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

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

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

**25. Definitions.** The following capitalized terms are used in this Agreement with the following meanings:

"Administrative Costs" means the Authority's out-of-pocket costs associated with the Project (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 Project (including allocation of the fixed costs of the Authority staff.)

"Brownfield Plan" is defined by Section 2(e) of Act 381;

"Due Care Activities" is defined by Section 2(m) of Act 381;

"Eligible Activities" is defined by Section 2(o) of Act 381;

"Eligible Property or Properties" is defined by Section 2(p) Act 381;

"Tax Increment Revenue(s)" is defined by Section 2(ss) of Act 381, and, for purposes of this Agreement, includes school taxes and local (non-school) taxes.

[Signature Page Follows]

In witness of their intent to be legally bound by the terms of this Agreement, each of the parties has set forth its signature below by its duly authorized representative.

KALAMAZOO COUNTY BROWNFIELD  
REDEVELOPMENT AUTHORITY

By  Digitally signed by Kenneth W.  
Peregon  
Date: 2023.04.24 12:01:45 -04'00'

Title Chair

Date 24 April 2023

DEVELOPER:  
KALSEE CREDIT UNION

By 

Title matt Lahman  
CEO

Date 3/23/2023

EXHIBITS:

A (Legal Description of Property)

B (Copy of Brownfield Plan)

#20695758

Exhibit A  
Legal Description

Land situated in Comstock Charter Township, Kalamazoo County, Michigan described as:

SEC 6-2-10 COMM S 1/4 POST TH N 89DEG-53'-23" W ALG S LI 1470.05 FT TO SE COR DAVIES PLAT TH N 00DEG-01'-29" E THEREON 875.45 FT TH N 57DEG-36'-00" E PAR CTR LI GULL RD 239.66 FT TH N 32DEG-24'-00" E 199.66 FT TO SLY ROW LI GULL RD TH TH N 57DEG-36'-00" E THEREON 52.96 FT TO POB TH CONT N 57DEG-36'-00" E 112.29 FT TH N 00DEG-01'-00" W ALG SD ROW 17.76 FT TH N 57DEG-36'-00" E ALG SD ROW 200 FT TH S 00DEG-01'-00" E 150 FT TH S 57DEG-36'-00" W 81 FT TH S 32DEG-24'-00" E 24.1 FT TH S 57DEG-36'-00" W 161.45 FT TH N 31DEG-59'-05" W 135.77 FT TO BEG\*\* 06/01/2021: BOUNDARY CHANGE BETWEEN 07-06-380-010 & 07-06-380-025 CREATING PARCELS 07-06-380-11 & 07-06-380-026.

Exhibit B  
Brownfield Plan

See attached.

**REIMBURSEMENT AGREEMENT**

This Reimbursement Agreement is made as of 1-31-23 by and between KALSEE Credit Union (KALSEE) ("Applicant") and The Kalamazoo County Brownfield Redevelopment Authority (the "Authority").

The Applicant has applied to the Authority for funding for Brownfield Assessment and Planning (the "Funds"). The Applicant desires to use the Funds to pay for the costs comprising *"list of proposed eligible activities i.e. Phase I and II environmental site assessment, baseline environmental assessment, due care plan, creation of a Brownfield plan and similar and related costs"* (the "Costs") to be incurred in connection with the Applicant's proposed acquisition and development of the property and facility at

5242 Gull Road, Kalamazoo, MI 49048, Michigan, currently owned by KALSEE Credit Union (KALSEE) (the "Site"). If the Authority grants the application

of the Applicant for Funds, the Authority may incur Costs, or obligate itself to incur Costs, on behalf of the Applicant. To induce the Authority to act favorably on the Applicant's application and assure the Authority that the Applicant will reimburse the Authority for any Costs incurred by it if Applicant does not commence development of the Site for any reason within 12 months, the Applicant and Authority are hereby entering into this Reimbursement Agreement.

Accordingly, the Applicant and the Authority, in consideration of the foregoing premises and for other good and valuable consideration, hereby agree as follows, intending to be legally bound:

- 1 Agreement to Reimburse Authority.** If the Authority i.) incurs Costs on behalf of the Applicant with respect to the Project, Site, or Application, and ii.) the Applicant fails to commence development of the site within 12 months for any reason or the Applicant initiates, participates in or supports any proceeding or process which results in a reduction of the Tax Increment Capture for the Project, the Applicant indemnifies and will fully reimburse the Authority for all such Costs, expenses or reduction in revenue from the capture.
- 2 Reimbursement Procedure.** The Authority may request reimbursement of Costs at any time after the Authority determines in its reasonable judgment that it is entitled reimbursement pursuant to Section 1 above. Such request shall be in writing and shall be accompanied by receipts or other documentation reasonably sufficient to establish the veracity and amount of the Costs being requested for reimbursement. The Applicant shall reimburse the Authority within 30 days after receiving such a written request for reimbursement.
- 3 Funding Guarantee.** The Authority does require posting of security to secure reimbursement to the Authority for Costs. The security could include, at a minimum, a personal guarantee of funds or property or assets as appropriate to assure the Authority that the Applicant will either follow through with the planned activity or reimburse the Authority its Costs.
- 4 Effective Time; Termination.** This Agreement becomes operative and effective upon the date indicated above. If Applicant's application is not approved or the Authority does not incur any Costs with respect thereto, this Agreement shall be null, void and of no further effect.

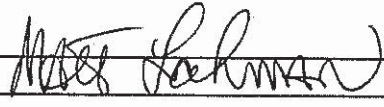


**Miscellaneous.** This Agreement: shall be governed by the internal laws of the State of Michigan; may be signed in one or more counterparts, each of which shall be enforceable as an original; may only be amended by further written agreement of the Authority and the Applicant; is intended to be legally binding on the parties and their successors and assigns; and constitutes the entire understanding of the parties with respect to its subject matter.

In witness of their agreement to be legally bound by the terms of this Reimbursement Agreement, the Authority and the Applicant have set forth their signatures below by their duly authorized representatives.

Kalamazoo County Brownfield Redevelopment Authority

By:  Digitally signed by Kenneth W. Peregon  
Date: 2023.01.31 13:37:07 -05'00'  
Its pursuant to resolution of the Authority dated: 1-31-23

Developer:  
By:   
Authorized Agent

Address of Developer

Name	KALSEE Credit Union
Street/Number	2501 Millcork
City, State, Zip	Kalamazoo MI 49001
Phone	(269) 382-7820
Fax	
Email	m1ahman@kalsee.com

**Attachment C**

**Notice to Taxing Jurisdictions**



## NOTICE TO ALL TAXING JURISDICTIONS

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY  
REGARDING ADOPTION OF A BROWNFIELD PLAN OF KALSEE CREDIT UNION  
COMSTOCK TOWNSHIP, KALAMAZOO COUNTY, MICHIGAN

March 7, 2023

The Kalamazoo County Board of Commissioners proposes to approve a Brownfield Plan for a property in Comstock Township, Kalamazoo, Michigan.

Kalamazoo County has established a Brownfield Redevelopment Authority (the “Authority”) in accordance with the Brownfield Redevelopment Act, Act No. 381 of the Michigan Public Acts of 1996, as amended (the “Act”). The Act was enacted to provide a means for local units of government to facilitate the revitalization of environmentally impacted, functionally obsolete, or blighted properties. The Act permits the use of the tax increment financing in order to provide the Authority with the means of financing the redevelopment project included in a Brownfield Plan.

The Authority Board has reviewed and recommended the adoption of a Brownfield Plan related to the development of two parcels of property located at 5242 Gull Road Kalamazoo, MI 49048. The property consists of two parcels of property in Comstock Township. The project involved constructing a new approximately 2,800- square-foot KALSEE Credit Union (KALSEE) building on .89 acres, formerly used as a gas station, convenience store, and garage/service area.

This Brownfield Plan provides a means for the developer to recover their costs of eligible activities.

The plan will be considered for adoption at the March 21st, 2023, meeting of the Kalamazoo County Board of Commissioners held at 7:00 pm at 201 West Kalamazoo Avenue, Kalamazoo, MI 49007. If you have any questions or comments concerning the Brownfield Redevelopment Authority or the adoption of the Plan you may attend the meeting and express those concerns during the Public Hearing. You may also direct inquiries to Ms. Rachael Grover at (269) 384-8115 or at [ragrov@kalcounty.com](mailto:ragrov@kalcounty.com)

THIS NOTICE is given by order of the Kalamazoo County, Michigan.

Ms. Meredith Place

County Clerk

**Attachment D**

**Notice of Public Hearing**



## NOTICE OF PUBLIC HEARING

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY  
REGARDING ADOPTION OF A BROWNFIELD PLAN  
OF  
KALSEE CREDIT UNION, COMSTOCK TOWNSHIP  
KALAMAZOO COUNTY, MICHIGAN

TO ALL INTERESTED PERSONS IN KALAMAZOO COUNTY

March 7, 2023

PLEASE TAKE NOTICE that the Kalamazoo County Board of Commissioners will hold a Public Hearing on Tuesday, the 21st day of March 2023, at approximately 7 p.m., Eastern Daylight time at 201 West Kalamazoo Avenue, Kalamazoo, MI 49007 to receive public comment on a Brownfield Redevelopment Plan to include therein the property located at 5242 Gull Road Kalamazoo, MI 49048. The following legal parcels are included in the “eligible property”:

- Parcel ID 07-06-380-010 & 07-06-380-025 (Combined 07-06-380-011)

The property consists of two parcels of property in Comstock Township. The project involved constructing a new approximately 2,800- square-foot KALSEE Credit Union (KALSEE) building on .89 acres, formerly used as a gas station, convenience store, and garage/service area.

The Brownfield Plan, which includes a site map and legal description of the parcel, is available for public inspection at 201 West Kalamazoo Avenue, Kalamazoo, MI 49007. All aspects of the plan are open for discussion at the public hearing.

FURTHER INFORMATION may be obtained from Ms. Rachael Grover, Director, Planning & Development Department, at [ragrov@kalcounty.com](mailto:ragrov@kalcounty.com) or (269) 384-8115.

THIS NOTICE is given by order of the Kalamazoo County, Michigan.

Ms. Meredith Place

County Clerk