
KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

MEETING DATE: Thursday, February 24, 2022
PLACE OF MEETING: 201 W. Kalamazoo Ave. Kalamazoo, MI 49007 Room 207-A
TIME: Immediately following the EDC Special Meeting at 3:00 pm

AGENDA

Please click the link below to join the webinar: cooperative

<https://us02web.zoom.us/j/88260572816>

Or One tap mobile :

US: +13126266799,,88260572816# or +16465588656,,88260572816#

Or Telephone:

Dial(for higher quality, dial a number based on your current location):

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Webinar ID: 882 6057 2816

International numbers available: <https://us02web.zoom.us/j/kcjz5qSjk3>

1. Call to Order: 3:00
 2. Roll Call and Members Excused
 3. Approval of the Agenda
 4. Approval of Minutes: **December 16, 2021 Regular & February 7th, 2022 Special Meeting**
 5. Public Comments (4 minutes each)
 6. Consent Agenda – Invoices
 - a. **From General 247 Fund:**
 - i. **\$140.00** – Envirologic Invoice 08660 W.O. 2021-1 General Environmental
 - b. **From EPA Grant Fund:**
 - i. **\$132.02** – Envirologic Invoice 8661 W.O. 2 Outreach & Programmatic
 - c. **From LBRF 643 Fund:**
 - i. **\$130.00** – Envirologic Invoice 0870 W.O. 2021-2 3800 Wynn Rd
 7. Discussion and/or Action Calendar
 - a. **Discussion/Action:** Internal Communications Expense
 - i. Approve all quarters for FY 2022 (Estimated total cost ~\$1,610)
 - b. **Discussion/Action:** Stadium Park Way Developer Reimbursement
 - i. **\$35,929.00** – to reimburse KCBRA (\$23,753.14 State TIR & \$12,175.86 Local TIR)
 - ii. **\$71,651.28** – to reimburse Select Products (from Local TIR Only)
-

- iii. **\$10,423.96** – to reimburse Kalamazoo Storage (from Local TIR Only)
 - c. **Discussion/Action:** Kalamazoo West Developer Reimbursement
 - i. **\$1,031.21** – to reimburse from Local TIR Only
 - d. **Discussion/Action:** Midlink Developer Reimbursements
 - i. **\$394,228.36** – KCBRA transfer to LBRF (from Midlink School TIR)
 - ii. **\$220,480.32** – To reimburse Midlink (from Local TIR Only)
 - e. **Discussion/Action:** General Mills Developer Reimbursements
 - i. **\$162,383.33** – To reimburse General Mills (\$80,959.18 State TIR & \$81,424.15 Local TIR)
 - ii. **\$310,467.33** – KCBRA transfer to LBRF (from General Mills School TIR)
 - f. **Discussion/Action:** Administration Expense Allocation for FY 2021
 - g. **Discussion/Action:** RFP for General Environmental Consulting
 - i. Consultant Contract through December 31st, 2022
 - h. **Discussion/Action:** Vicksburg Mill – Paper City Development, LLC
 - i. **\$1,170.00** – Q4 Grant (FY 2021) Reimbursement to Paper City, LLC
 - ii. **\$52.50** – Envirologic Invoice 08659 EGLE Loan 3rd Party Oversight T3
 - iii. Q1 FY 22 EGLE Grant and Loan Reports Submitted
 - i. **Discussion/Action:** KCBRA Bylaws
 - j. **Discussion/Action:** EPA Assessment Grant (no action)
 - i. Brownfield Assessment Grant Memo – Monthly Update
 - ii. Envirologic Project Billings and Cost Summary
 - iii. Q1 FY 22 EPA Grant Report Submitted
 - k. **Discussion/Action:** Envirologic Memos (no action)
 - i. General Funds/LBRF Memo – Monthly Update
 - ii. Project Billings and Cost Summary for County Funding – General & LBRF
 - 8. Financial Reports
 - a. **Discussion:** Fund 247 and 643
 - 9. Staff Report/Updates
 - a. 1001 2nd street – Reimbursement Agreement Signed
-

10. Committees - times dates and places

- a. Land Bank Report – next meeting, Thursday, April 14, 2022 at 8:30 a.m.
- b. Project/Finance Committee – Thursday, March 10, 2022, 4:00 p.m.
- c. Executive Committee – Friday, March 11, 2022 9:15 a.m.

11. Other

12. Board Member Comments

13. Adjournment

Next Meeting: Thursday, March 24, 2021 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 384-8112 OR EMAIL MRWALT@KALCOUNTY.COM
IF YOU ARE UNABLE TO ATTEND THE MEETING

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

Macy Walters
Brownfield Redevelopment Coordinator
Kalamazoo County Government
201 West Kalamazoo Avenue
Kalamazoo, MI 49007 TELEPHONE: (269)384-8305



KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

MEETING DATE: Thursday, December 16, 2021
PLACE OF MEETING: ELECTRONIC Meeting via Zoom
 See Link provided below or via telephone number provided
TIME: 3:00 pm - immediately following the EDC meeting

DRAFT MINUTES

Present: Kenneth Peregon, Christopher Carew, Connie Ferguson, Wei Wang, Andy Wenzel, Jared Lutz

Members Excused: Gary Barton, Jodi Milks, Dale Shugars

Vacancy: 2 current vacancies on the Board

Kalamazoo Township: Steven Leuty & Sherine Miller

Oshtemo Township: Iris Lubbert

Staff: Rachael Grover, Macy Rose Walters

Consultant: Jeff Hawkins, Envirologic

Recording Secretary: Macy Rose Walters

County Commissioners: Monteze Morales (Alternate, non-voting)

Community: Jim Rutherford (Interim Deputy County Administrator for External Services)

1. Call to Order **Chair Peregon called the electronic meeting to Order at 3:27 p.m. and noted that the meeting is being recorded.**

2. Attendance Roll - Directors Present and location of Remote Attendance:

Peregon – City of Kalamazoo, Kalamazoo County, Michigan
 Carew – City of Kalamazoo, Kalamazoo County, Michigan
 Ferguson – City of Kalamazoo, Kalamazoo County, Michigan
 Wang – City of Portage, Kalamazoo County, Michigan
 Wenzel – City of Kalamazoo, Kalamazoo County, Michigan
 Jared Lutz – City of New York, New York

Members Absent: **Gary Barton, Jodi Milks, and Dale Shugars were excused.** Six voting members of nine Board of Directors present, there are two vacancies.

3. Approval of the Agenda

Chair Peregon added three items to the Agenda, items 7gi, 7gii, and 7hi. Wenzel motioned to approve the Agenda, Carew seconded. None opposed, motion carried.

4. Approval of Minutes: BRA Minutes of **November 18, 2021**
-

Staff requested to modify the members excused in the minutes presented, to reflect the members who were absent.

Ferguson motioned to approve item 4, the minutes from November 18, 2021, as modified and Wenzel seconded. None opposed, motion carried.

5. Public Comments (4 minutes each)

Consultant Jeff Hawkins from Envirologic informed KCBRA staff of new opportunities for EPA funding beginning in 2022.

6. Consent Agenda – Invoices

a. **From General 247 Fund:**

- i. **\$635.50** – Varnum invoice #1148546 – 100 Island, LLC
- ii. **\$21.00** - Travel Expense Form (The Mill at Vicksburg – Walters)
- iii. **\$40.34** – GoDaddy domain renewal – (Grover MC payment)
- iv. **\$365.00** – Envirologic Invoice#08356 W.O. 2021-1 General Environmental

b. **From LBRF 643 Fund :**

- i. **\$1,102.50** – Envirologic Invoice#08357 W.O. 2021-2 3800 Wynn Road

Wenzel motioned to approve all items on the Consent Agenda, Wang seconded. Motion carried with 6 Yes, none opposed.

7. Discussion and/or Action Calendar

a. **Discussion/Action:** 2022 Meeting Calendar and Public Notice of Meetings

Carew motioned to approve item 7a, Wang seconded. Motion carried with 6 Yes, none opposed.

b. **Discussion/Action:** 9008 Portage Road Invoices

- i. **\$41,939.12** - Developer Reimbursement

Wenzel motioned to approve item 7bi, Lutz seconded. Motion carried with 6 Yes, none opposed.

c. **Discussion/Action:** Vicksburg Mill – Paper City Development, LLC

- i. **\$210.00** – Envirologic Invoice# 08355 EGLE Loan Oversight

Wenzel motioned to approve item 7ci, Wang seconded. Motion carried with 6 Yes, none opposed.

d. **Discussion/Action:** **\$235,390.00** – State Brownfield Fund MEDC Invoice

Wenzel motioned to approve item 7d, Lutz seconded. Motion carried with 6 Yes, none opposed.

e. **Discussion/Action:** KCBRA Bylaws

Staff presented minor changes suggested by county legal counsel. The Economic Development Corporation (EDC) approved the changes at their meeting on December 16th, 2021. The Kalamazoo County Brownfield Redevelopment Authority uses the EDC's bylaws and adopted the suggested changes.

Ferguson motioned to approve item 7e, contingent upon minor format changes, Carew seconded. Motion carried with 6 Yes, none opposed.

f. **Discussion/Action:** RFP for General Environmental Consulting

i. Consultant Interviews between January 3rd – January 7th, 2022

*Chair Peregon informed the board of the recommendations of the Executive Committee. The Executive Committee recommends interviewing two consulting firms, Envirollogic and Fishbeck. Interviews will be held the first week of January 2022. **No action was taken or required for this item.***

ii. Extend 2021 Consultant Contract through January 31st, 2022

Wenzel motioned to approve item 7fii, to extend Envirollogic's General Consulting contract through January 31st, 2022. Wang seconded. Motion carried with 6 Yes, none opposed.

g. **Discussion/Action:** EPA Grant 2022

i. QAPP Update

ii. 1001 2nd street - Phase II Funding

*Consultant Jeff Hawkins from Envirollogic provided an update on the Quality Assurance Project Plan (QAPP) and staff discussed project funding for 1001 2nd street, based on the timeline of QAPP approval. **No action was taken or required for these items.***

h. **Discussion/Action:** 315 Frank Street

i. Letter of Support for Housing Millage

Chair Peregon and Staff presented a request from a former developer and provided a brief history of the former project. Jim Rutherford mentioned the possibility of future housing presentations available to the KCBRA board.

Wenzel motioned to approve item 7hi, Ferguson seconded. The motion carried with 6 Yes, none opposed.

8. Financial Reports

a. **Discussion:** Fund 247 and 643

Staff presented financial reports.

9. Staff Report/Updates

- a. **Bylaws** – BOC to vote on EDC and KCBRA bylaws at 1/18/2022 Regular Meeting
- b. **Emergency Order Public Meetings**– Expires 1/1/2022 in-person meetings resume

10. Committees - times dates and places

- a. Land Bank Report – next meeting Thursday, TBD, 2022 at 8:30 a.m.
- b. Project/Finance Committee – Thursday, January 13, 2022, 4:00 p.m.
- c. Executive Committee – Friday, January 14, 2022 9:15 a.m.

11. Other

12. Board Member Comments

13. Adjournment **5:18 p.m.**

Next Meeting: Thursday, January 27, 2022 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 MEMERS:

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

TELEPHONE: (269)384-8305

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

MEETING DATE: Monday, February 7, 2022
PLACE OF MEETING: 201 W. Kalamazoo Ave. Kalamazoo, MI 49007 (virtual hybrid)
See Link provided below or via telephone number provided
TIME: 3:00 pm

DRAFT MINUTES – SPECIAL MEETING

Present: Gary Barton, Christopher Carew, Connie Ferguson, Jared Lutz, Dale Shugars, Wei Wang, Andy Wenzel

Members Excused: Jodi Milks

Members Attending Virtually (non-voting): Kenneth Peregon

Vacancy: 2 current vacancies on the Board

Kalamazoo Township: none

Oshtemo Township: none

Staff: Rachael Grover, Macy Rose Walters

Consultant: Pam Jackson & David Stegink, Envirologic

Recording Secretary: Macy Rose Walters

County Commissioners: Dale Shugars

Community: none

1. Call to Order **Vice Chair Barton called the meeting to Order at 3:08 p.m. and noted that the meeting is being recorded.**

Members Absent: **Jodi Milks was excused, Kenneth Peregon attended the meeting virtually as a non-voting member.** Seven voting members of nine Board of Directors were present, there are two vacancies.

2. Approval of the Agenda

Ferguson motioned to approve the Agenda. Wenzel seconded. None opposed, motion carried.

3. Approval of Minutes: BRA Minutes of **December 16, 2021** available at next regular meeting
 4. Public Comments (4 minutes each) – none
 5. Consent Agenda – Invoices
 - a. **From General 247 Fund:**
 - i. **\$402.97** – Internal Communications Expense FY 2021 Q4
 - ii. **\$670.00** – Envirologic Invoice #08472 WO 2021-1 General Environmental
-

b. From EPA Grant Fund:

- i. **\$444.75** – Envirologic Invoice #08471 WO-1 QAPP
- ii. **\$1,440.75** - Envirologic Invoice #8354 WO-1 QAPP

c. From LBRF 643 Fund:

- i. **\$897.00** – Envirologic Invoice #08473 WO 2021-2 3800 Wynn Rd.

Wang motioned to approve all items on the Consent Agenda, Wenzel seconded. Motion carried with 7 Yes, none opposed.

6. Discussion and/or Action Calendar

a. Discussion/Action: RFP for General Environmental Services Consultant Selection

The Selection Committee presented their recommendation for the Request for Proposals: General Environmental Services, RFP 2021040. The committee recommended selecting one consultant, Envirologic Technologies, Inc.

The Selection Committee made their choice by narrowing down the selection from 5 proposals. Based on the responses provided within the proposals regarding the requirements of the RFP, the committee interviewed two consulting firms. Comparisons of both firms were based on the quality of answers provided in the interview and the proposals presented. Based on experience outlined in the proposals and answers provided in the interview, the committee believed Envirologic to be the best candidate for RFP 2021040.

Board members commented that they felt the Selection Committee did a thorough check on the process and took their time with selecting the best candidate in response to the RFP.

Ferguson motioned to approve the recommendation by the Selection Committee, Lutz seconded. The motion carried with 6 Yes, 1 Abstained, none opposed.

7. Financial Reports

- a. Discussion:** Fund 247 and 643 to be presented at the next Regular Meeting

8. Staff Report/Updates

- a. BRA Staff announced anticipated plans of maternity leave in July of 2022.

9. Committees - times dates and places

- a. Land Bank Report – next meeting, Thursday, February 10, 2022 at 8:30 a.m.
 - b. Project/Finance Committee – Thursday, February 10, 2022, 4:00 p.m.
 - c. Executive Committee – Thursday, February 10, 2022, at 12:00 p.m.
-

10. Other - none

11. Board Member Comments - none

12. Adjournment **meeting adjourned at 3:24 p.m.**

Next Meeting: Thursday, March 24, 2022 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

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

TELEPHONE: (269)384-8305

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

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

Invoice number 08660
Date 02/18/2022

Project **210027 KCBRA - W.O. 2021-1 General
Environmental Review**

INVOICE: Through Jan 31, 2022

GENERAL REVIEW

Professional Fees

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

Terms: N30 - We accept Check, ETF, Visa, MC Discover & Amex as payment options. All Credit Card payments will incur a 3% processing fee

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

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

Invoice number 08661
Date 02/18/2022

Project **210229 FY21 EPA Assessment Grant -
W.O. 2 Community Outreach and
Programmatic**

INVOICE: Through Jan 31, 2022

COMMUNITY OUTREACH & PROGRAMMATIC

Professional Fees

	Hours	Rate	Billed Amount
Principal			
Jeffrey C. Hawkins			
Professional Services	0.25	120.25	30.06
Senior Project Manager			
David A. Stegink			
Professional Services	0.50	120.25	60.13
Project Scientist			
Logan L. Mulholland			
Professional Services	0.50	83.65	41.83
Phase subtotal			132.02
Invoice total			132.02

Terms: N30 - We accept Check, ETF, Visa, MC Discover & Amex as payment options. All Credit Card payments will incur a 3% processing fee

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

Invoice number 08670
Date 02/18/2022
Project **210178 3800 Wynn Road, Kalamazoo
Twp. W.O. 2021-2**

INVOICE: Through Jan 31, 2022

BEA & DUE CARE
Professional Fees

	Hours	Rate	Billed Amount
CAD Designer/Drafter			
Michelle A. Bell			
Professional Services	2.00	65.00	130.00
Invoice total			130.00

Terms: N30 - We accept Check, ETF, Visa, MC Discover & Amex as payment options. All Credit Card payments will incur a 3% processing fee

Internal Communications Expense FY 2022

Approve all quarters for fiscal year 2022 - no invoices to present at this time

Approximately \$1,610.00 for the full year

Kalamazoo County Brownfield Redevelopment Authority Reimbursement Analysis Review

Stadium Park Way Redevelopment

February 24, 2022

5	KCBRA			State		Local		Total				
6	Expenditures		Estimate	Invoiced								
7	Phase I ESA	\$	3,500.00	\$	3,348.00	\$	1,412.19	\$	1,935.81	\$	3,348.00	
8	Phase II ESA	\$	15,000.00	\$	12,127.00	\$	5,115.17	\$	7,011.83	\$	12,127.00	
9	BEA/Due Care	\$	3,000.00	\$	2,845.00	\$	1,200.02	\$	1,644.98	\$	2,845.00	
10	BF Plan & Amend. prep.	\$	15,000.00	\$	17,609.00	\$	17,609.00	\$	-	\$	17,609.00	
11	2018 legal and contractual (Select)			\$	4,649.75	\$	1,961.26	\$	2,688.49	\$	4,649.75	
12	Administrative/Implementation											
13	2018 Administrative			\$	4,713.10	\$	3,949.25	\$	763.85	\$	4,713.10	
14	2019 Administrative			\$	2,620.31	\$	1,105.25	\$	1,515.06	\$	2,620.31	
15	2020 Administrative			\$	3,713.82	\$	1,566.49	\$	2,147.33	\$	3,713.82	
16	Subtotal KCBRA		\$	36,500.00	\$	51,625.98	\$	33,918.63	\$	17,707.35	\$	51,625.98
17												
18	Payments		Approved		Distributed							
19	12/31/2018				\$	8,599.00	\$	763.85	\$	9,362.85		
20	12/31/2019						\$	2,620.31	\$	2,620.31		
21	12/31/2020				\$	1,566.49	\$	2,147.33	\$	3,713.82		
	pending 2/24/2022				\$	23,753.14	\$	12,175.86	\$	35,929.00		
23	Subtotal KCBRA				\$	33,918.63	\$	17,707.35	\$	51,625.98		
24												
25	Remaining Balances after Payments											
26	Subtotal KCBRA				\$	(0.00)	\$	0.00	\$	-		
27												
28	State Brownfield Fund											
29	State of Michigan Payment											
30	2018 50% SET paid				\$6,072.00		\$	6,072.00				
	2019 50% SET Paid				\$7,352.50			\$7,352.50				
	2020 50% SET paid				\$12,851.00			\$12,851.00				
33	Total						\$	26,275.50				
34												
35	Developer (Select)				State		Local		Total			
36	Expenditures											
37	Eligible Developer Expense		Estimate	Approved								
38	Additional Response (Select)		\$	780,000.00	\$	455,347.64		\$	455,347.64	\$	455,347.64	
39												
40	Total				\$	-	\$	455,347.64	\$	455,347.64		
41	Subtotal Developer (Select)				\$	-	\$	455,347.64	\$	455,347.64		
42												
43	Non-Interest Payments (Select)		Approved		Distributed							
44	pending 2/24/2022						\$	71,651.28	\$	71,651.28		
45	Subtotal Developer (Select) Payments				\$	-	\$	71,651.28	\$	71,651.28		
46												
47	Interest (Select)		3%									
48	2018 Interest		\$0.00		\$0.00							
49	2019 Interest											
50	2020 Interest											
51	Interest Total											
52												
53	Developer (Select) Remaining Balances after Payments											
54	Subtotal Developer				\$	-	\$	383,696.36	\$	383,696.36		

55									
56	Developer (Harrison)			<u>State</u>	<u>Local</u>		<u>Total</u>		
57	Expenditures								
58	Eligible Developer Expense	<i>Estimate</i>	<i>Approved</i>						
59	BEA Activities (Harrison)								
60	approved 2-27-20	\$ 15,204.78	\$ 15,204.78		\$ 15,204.78	\$	15,204.78		
61	Total			\$ -	\$ 15,204.78	\$	15,204.78		
62	Subtotal Developer (Harrison)			\$ -	\$ 15,204.78	\$	15,204.78		
63									
64	Payments (Harrison)	Approved	Distributed						
65	ck# 537558		6/15/2020		\$ 15,204.78	\$	15,204.78		
66									
67	Subtotal Developer (Harrison) Payments			\$ -	\$ 15,204.78	\$	15,204.78		
68									
69	Developer (Harrison) Remaining Balances after Payments								
70	Subtotal Developer			\$ -	\$ -	\$	-		
71									
72	Developer (National Flavors)			<u>State</u>	<u>Local</u>		<u>Total</u>		
73	Expenditures								
74	Eligible Developer Expense	<i>Estimate</i>	<i>Approved</i>						
75	BEA Activities (Nat'l Flavors)								
76	approved 2-27-20	\$ 8,000.00	\$ 8,000.00		\$ 8,000.00	\$	8,000.00		
77	Total			\$ -	\$ 8,000.00	\$	8,000.00		
78	Subtotal Developer (Nat'l Flavors)			\$ -	\$ 8,000.00	\$	8,000.00		
79									
80	Payments (National Flavors)	Approved	Distributed						
81	ck# 537612	\$8,000.00	6/22/2020		\$ 8,000.00	\$	8,000.00		
82									
83	Subtotal Developer (Nat'l Flavors) Payments			\$ -	\$ 8,000.00	\$	8,000.00		
84									
85	Developer (Nat'l Flavors) Remaining Balances after Payments								
86	Subtotal Developer			\$ -	\$ -	\$	-		
87									
88	Developer (Kalamazoo Storage)			<u>State</u>	<u>Local</u>		<u>Total</u>		
89	Expenditures								
90	Eligible Developer Expense	<i>Estimate</i>	<i>Approved</i>						
91	BEA Activities (Kzoo Storage)								
92	approved 2-27-20	\$ 25,172.50	\$ 25,172.50	\$ 13,635.94	\$ 11,536.56	\$	25,172.50		
93	Total			\$ 13,635.94	\$ 11,536.56	\$	25,172.50		
94	Subtotal Developer (Kzoo Storage)			\$ 13,635.94	\$ 11,536.56	\$	25,172.50		
95									
96	Payments (Kzoo Storage)	Approved	Distributed						
97	Check #537558		6/15/2020	\$ 13,635.94	\$ 1,112.60	\$	14,748.54		
98	Pending 2/24/22			\$ -	\$ 10,423.96	\$	10,423.96		
99	Subtotal Developer (Kzoo Storage) Payments			\$ 13,635.94	\$ 11,536.56	\$	25,172.50		
100									
101	Developer (Kalamazoo Storage) Remaining Balances after Payments								
102	Subtotal Developer			\$ -	\$ (0.00)	\$	(0.00)		
103									
104	Total Remaining Balances of all Entities			\$ (0.00)	\$ 383,696.36	\$	383,696.36		

Kalamazoo County Brownfield Redevelopment Authority Reimbursement Analysis Review

Kalamazoo West Professional Center - Oshtemo Twp bra010

July 12, 2021

KCBRA			<u>Local</u>		<u>Total</u>
5	Expenditures	<i>Estimate</i>	<i>Invoiced</i>		
6				\$	-
7	Brownfield Plan	\$ 4,000.00	\$ 3,007.50	\$	3,007.50
8	Brownfield Plan		\$ 262.50	\$	262.50
9	Brownfield Invoice review		\$ 210.00	\$	210.00
10	<i>Administrative</i>			\$	-
11	2016 BRA Admin. Expenses		\$ 459.19	\$	459.19
12	2017 BRA Admin. Expenses		370.18	370.18	370.18
13	2018 BRA Admin. Expenses		419.23	419.23	419.23
14	2019 BRA Admin. Expenses	200.37	200.37	200.37	200.37
15	2020 BRA Admin. Expenses		176.42	176.42	176.42
16	Subtotal KCBRA	\$ 4,000.00	\$ -	\$ 5,105.39	\$ 5,105.39
17	Payments to KCBRA		Distributed		
18	KCBRA		\$ -	\$	-
19	KCBRA Payment 1/18/2018	\$ 1,238.33		\$	1,238.33
20	KCBRA payment 5/25/2018	\$ 3,071.04		\$	3,071.04
21	KCBRA payment 6/27/2019	\$ 419.23		\$	419.23
22	KCBRA payment 2/27/20	\$ 200.37	12/31/2019	\$	200.37
23	KCBRA payment 2/28/21	\$ 176.42	12/31/2020	\$	176.42
24	Subtotal KCBRA		\$ -	\$	5,105.39
25					
26	Remaining Balances after Payments			\$	-
27	Subtotal Remaining to KCBRA			\$	-
28	Developer		<u>Local</u>		<u>Total</u>
29	Expenditures/Invoices/Eligible Costs	Date of Approval			
30	Phase I ESA	6/22/2017	\$ 2,300.00	\$	2,300.00
31	Interior Demolition	6/22/2017	\$ 111,500.00	\$	111,500.00
32	Total		\$ 113,800.00	\$	113,800.00
33	Payments to Developer	Distributed			
34	Approved 5/25/2018	7/26/2018	\$ 1,255.68	\$	1,255.68
35	Approved 6/27/2019	7/11/2019	\$ 4,821.37	\$	4,821.37
36	Approved 2/27/2020	3/11/2020	\$ 1,037.21	\$	1,037.21
37	Approved 7/23/2020	8/4/2020	\$ 4,704.34	\$	4,704.34
38	Approved 7/22/2021	7/26/2021	\$ 5,847.97	\$	5,847.97
	Pending 2/24/2022		\$ 1,031.21	\$	1,031.21
40	Subtotal Payments to Developer		\$ 18,697.78	\$	18,697.78
42	Subtotal Remaining to Developer		\$ 95,102.22	\$	95,102.22
43	Total Remaining Balances of all Entities			\$	95,102.22

Kalamazoo County Brownfield Redevelopment Authority Reimbursement Analysis Review

5200 E Cork Street Investors, LLC - Kalamazoo, MI

February 9, 2022

KCBRA		State	Local	Total
Expenditures				
Plan Related Expenses		\$ -	\$ 54,726.37	\$ 54,726.37
2010 Administration Expenses		\$ -	\$ 7,771.62	\$ 7,771.62
2011 County Cost Allocation		\$ -	\$ 911.20	\$ 911.20
2012 Administration Expenses		\$ -	\$ 6,137.22	\$ 6,137.22
2013 Administration Expenses			\$ 23,490.91	\$ 23,490.91
2014 Administration Expenses			\$ 12,136.26	\$ 12,136.26
2015 Administrative Expenses			\$ 28,676.51	\$ 28,676.51
2016 Administrative Expenses			\$ 21,679.34	\$ 21,679.34
2016 Legal expenses related to State tax capture			\$ 676.87	\$ 676.87
2017 Administrative Expenses			\$ 18,482.19	\$ 18,482.19
2018 Administrative Expenses			\$ 17,537.74	\$ 17,537.74
2019 Administrative Expenses			\$ 10,991.98	\$ 10,991.98
2020 Administrative Expenses			\$ 10,398.68	\$ 10,398.68
2021 Administrative Expenses pending			\$ 17,813.69	\$ 17,813.69
Subtotal KCBRA		\$ -	\$ 231,430.58	\$ 231,430.58
Payments				
	Approved	Distributed		
KCBRA	11/17/11	11/18/11	\$ -	\$ 17,531.34
KCBRA	2/1/12	2/2/12	\$ -	\$ 17,294.32
KCBRA	11/15/12	11/15/12		\$ 18,130.38
KCBRA	4/25/13	4/25/13		\$ 16,590.37
KCBRA		2/10/14		\$ 17,729.42
KCBRA		9/4/2014		\$ 5,761.49
KCBRA		5/7/2015		\$ 12,136.26
KCBRA		6/23/2016		\$ 28,676.51
KCBRA	8/24/2017	8/24/2017		\$ 22,356.21
KCBRA	5/24/2018	5/24/2018		\$ 18,482.19
KCBRA		12/31/2018		\$ 17,537.74
KCBRA	2/27/2020	12/31/2019		\$ 10,991.98
KCBRA	2/25/2021	12/31/2020		\$ 10,398.68
Subtotal KCBRA		\$ -	\$ 213,616.89	\$ 213,616.89
Remaining Balances after Payments				
Subtotal KCBRA balance remaining		\$ -	\$ 17,813.69	\$ 17,813.69
Developer		State	Local	Total
Expenditures				
<i>Interest Eligible Developer Expense</i>				
Due Care Activities:	Approved Reimbursement Request #1 - Nov 17, 2011	\$ 435,974.46	\$ -	\$ 435,974.46
BEA Activities:	No request for Reimbursement	\$ -	\$ -	\$ -
Due Care Activities:	Approved Reimbursement Request #1 - Nov 17, 2011	\$ -	\$ 393,513.49	\$ 393,513.49
Environmental Insurance:*	Approved Reimbursement Request #1 - Nov 17, 2011	\$ -	\$ 570,000.00	\$ 570,000.00
Contingencies:*	Approved Reimbursement Request #1 - Nov 17, 2011	\$ -	\$ 57,480.53	\$ 57,480.53
Brownfield Plan:	Approved Reimbursement Request #1 - Nov 17, 2011	\$ -	\$ 20,000.00	\$ 20,000.00
Total		\$ 435,974.46	\$ 1,040,994.02	\$ 1,476,968.48
Non-Interest Eligible Expenses		Approved	Distributed	
2011 Interest - 11/17/11 - 12/05/2011 + 12/06/11 - 12/31/2011		\$ -	\$ 5,234.14	\$ 5,234.14
2012 Interest - 1/1/12 - 11/20/2012 + 11/20/12 - 12/31/2012		\$ -	\$ 42,562.65	\$ 42,562.65
2013 Interest - 01/01/13 - 12/17/2013 + 12/17/2013 - 12/31/13		\$ -	\$ 41,063.90	\$ 41,063.90
2014 Interest - 01/01/14 - 12/01/2014+12/2/2014-12/31/14		\$ -	\$ 39,293.93	\$ 39,293.93
2015 Interest - 01/01/14-12/17/2015+12/17/15-12/31/2015			\$ 37,616.48	\$ 37,616.48
2016 Interest - 01/01/16-12/15/2016+12/15/2016-12/31/2016			\$ 35,457.13	\$ 35,457.13
2017 Interest - 1/1/17 to 8/24/17+8/24/17 to 12/31/2017			\$ 26,166.91	\$ 26,166.91
2018 Interest - 1/1/18 to 10/2/18+10/2/18 to 12/31/2018			\$ 21,896.55	\$ 21,896.55
2019 Interest - 1/1/19 to 10/16/19+10/16/19 to 12/31/2019			\$ 17,924.13	\$ 17,924.13
2020 Interest 1/1/20 to 3/12/20+3/13/20 to 12/31/20			\$ 11,614.24	\$ 11,614.24
2021 Interest 1/1/21 to 6/2/21+6/3/21 to 12/31/21			\$ 11,596.45	\$ 11,596.45
Total Interest charged			\$ 290,426.51	\$ 290,426.51

Interest Payment 4/25/13	5/21/2013	\$	-	\$	(1,294.90)	\$	(1,294.90)
Interest Payment 11/21/13-11/21/2013	12/17/2013	\$	-	\$	(19,058.34)	\$	(19,058.34)
Interest Payment Less KRESA Payment (\$1,999.70)	12/1/2014			\$	(11,146.68)	\$	(11,146.68)
Interest Payment 6/2015	6/16/2015			\$	(6,515.87)	\$	(6,515.87)
Interest payment 12/22/2015	12/17/2015			\$	(53,995.68)	\$	(53,995.68)
Interest payment 6/23/2016	7/5/2016			\$	(64,632.46)	\$	(64,632.46)
Interest payment 12/15/16	12/15/2016			\$	(9,127.17)	\$	(9,127.17)
Interest payment 8/24/17	8/24/2017			\$	(35,457.12)	\$	(35,457.12)
Interest Payment 10/3/2018	10/3/2018			\$	(26,166.91)	\$	(26,166.91)
Interest payment 8/22/19	10/15/2019			\$	(21,896.55)	\$	(21,896.55)
Interest payment 2/27/20	3/12/2020			\$	(17,924.13)	\$	(17,924.13)
Interest payment 4/22/21	6/2/2021			\$	(11,614.25)	\$	(11,614.25)
Interest payment pending 2/24/22				\$	(11,596.45)	\$	(11,596.45)
Total Interest remaining	Interest (3%) & Int Only Pmts:	\$	-	\$	0.00	\$	0.00
Subtotal Developer		\$	435,974.46	\$	1,040,994.02	\$	1,476,968.48
Non-Interest Payments							
	Approved	Distributed					
Developer	11/17/11	12/5/11	\$	52,184.44	\$	-	\$ 52,184.44
Developer	11/15/12	11/20/12	\$	53,819.03	\$	-	\$ 53,819.03
Developer	11/21/2013	12/17/2013	\$	56,533.55	\$	-	\$ 56,533.55
Developer	Nov 2014	12/1/2014	\$	56,377.20	\$	-	\$ 56,377.20
Developer Payment	12/22/2015	12/17/2015	\$	108,763.26			\$ 108,763.26
Developer Payment		6/23/2016	\$	980.40			\$ 980.40
Developer Payment		12/15/16	\$	107,316.58			\$ 107,316.58
Developer Payment		12/15/16			\$	106,090.66	\$ 106,090.66
Developer payment	08/24/17	8/24/17			\$	21,754.83	\$ 21,754.83
Developer payment		12/28/17			\$	115,776.51	\$ 115,776.51
Developer payment 10/3/2018		10/2/2018			\$	29,115.44	\$ 29,115.44
Developer Payment	12/20/2018	12/30/2018			\$	155,617.51	\$ 155,617.51
Developer payment	8/22/2019	10/15/2019			\$	72,846.35	\$ 72,846.35
Developer payment	2/27/2020	3/12/2020			\$	108,896.67	\$ 108,896.67
Developer payment	8/27/2020	10/12/2020			\$	166,146.48	\$ 166,146.48
Developer payment from AJZ	8/27/2020	10/12/2020			\$	19,777.68	\$ 19,777.68
Developer payment	4/22/2021	6/2/2021			\$	36,087.52	\$ 36,087.52
Developer Payment Pending 2/24/22					\$	208,884.37	\$ 208,884.37
Subtotal Developer			\$	435,974.46	\$	1,040,994.02	\$ 1,476,968.48
Remaining Balances after Payments							
Interest Eligible Subtotal			\$	-	\$	-	\$ -
Interest			\$	-	\$	0.00	\$ 0.00
Subtotal Developer			\$	-	\$	0.00	\$ 0.00
Total Remaining Balances of all Entities							
			\$	-	\$	17,813.69	\$ 17,813.69

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

\$ 435,974.46 \$ 1,331,420.53
Total reimb to Midlink pending through 1/28/2021 \$ 1,767,394.99

Total School and local to ML	\$ 1,546,914.17
School R - School reimb to ML	\$ 394,228.36 Transfer to LBRF
Local Rev - Local Reimb to ML	\$ 776,500.71
Local reimb to ML + Local to KCBRA	\$ 1,342,370.29
Total ML Sch and L +KCBRA	\$ 1,778,344.75
Total R - total reimb to all to date	\$ 939,298.49
minus reimbursement to KRESA	\$ 1,999.70

Kalamazoo County Brownfield Redevelopment Authority Reimbursement Analysis Review

General Mills - 3800 Midlink Dr, Kalamazoo, MI 49048

February 9, 2022

KCBRA				State		Local	Total
Expenditures				Estimate*		Actual	
Phase I	\$	3,000.00	\$	3,008.75	\$	3,008.75	\$ 3,008.75
Phase II	\$	15,900.00	\$	15,909.01	\$	15,909.01	\$ 15,909.01
BEA/Due Care Plan	\$	5,000.00	\$	4,991.25	\$	4,991.25	\$ 4,991.25
Act 381 Work Plan	\$	4,000.00	\$	4,533.75	\$	4,533.75	\$ 4,533.75
Addl Assessment/Plan	\$	3,000.00	\$	2,872.60	\$	2,872.60	\$ 2,872.60
			\$	700.00	\$	700.00	\$ 700.00
Administrative							
2014 Administrative Expenses					\$	14,272.45	\$ 14,272.45
2015 Administrative Expenses					\$	17,500.39	\$ 17,500.39
2016 Administrative Expenses					\$	11,186.12	\$ 11,186.12
2016 legal bill - State school tax	(Varnum bill of \$1353.74 split w/Midlink)				\$	676.88	\$ 676.88
2017 Administrative Expenses	\$	21,918.87			\$	21,918.87	\$ 21,918.87
2018 Administrative Expenses	\$	29,228.77			\$	29,228.77	\$ 29,228.77
2019 Administrative Expenses	\$	13,370.76			\$	13,370.76	\$ 13,370.76
2020 Administrative Expenses	\$	13,994.83			\$	13,994.83	\$ 13,994.83
Subtotal KCBRA	\$	30,900.00	\$	32,015.36	\$	32,015.36	\$ 122,149.07
Payments							
KCBRA	Approved	Distributed					
KCBRA		December 2015	\$	32,015.36	\$	14,272.45	\$ 46,287.81
KCBRA		12/15/2016			\$	17,500.39	\$ 17,500.39
KCBRA	8/24/17	8/24/2017			\$	11,863.00	\$ 11,863.00
KCBRA	5/26/2018				\$	21,918.87	\$ 21,918.87
KCBRA	3/28/19				\$	29,228.77	\$ 29,228.77
KCBRA	2/27/20	12/31/2019			\$	13,370.76	\$ 13,370.76
KCBRA	2/25/21	12/31/2020			\$	13,994.83	\$ 13,994.83
Subtotal KCBRA			\$	32,015.36	\$	122,149.07	\$ 154,164.43
Remaining Balances after Payments							
Subtotal KCBRA Balance Remaining			\$	-	\$	-	\$ -
Developer							
Expenditures				State		Local	Total
Eligible Developer Expense	\$	2,014,435.00					
**Eligible Expense Cap amount	\$	1,800,000.00		\$	1,048,500.00	\$ 751,500.00	\$ 1,800,000.00
Total				\$	1,048,500.00	\$ 751,500.00	\$ 1,800,000.00
Subtotal Developer			\$	1,048,500.00	\$	751,500.00	\$ 1,800,000.00
Developer Payments							
	Approved	Distributed					
	12/17/15	12/28/15	\$	61,594.40	\$	20,346.49	\$ 81,940.89
	6/23/16	7/5/16			\$	9,037.73	\$ 9,037.73
	12/15/16	12/31/16	\$	91,718.08	\$	34,814.27	\$ 126,532.35
Midlink School tax	12/15/16	12/31/16	\$	19,256.85			\$ 19,256.85
Midlink School tax	8/24/17		\$	17,423.36			\$ 17,423.36
	8/24/17				\$	23,310.66	\$ 23,310.66
	1/18/18	1/18/18	\$	235,469.22	\$	41,793.37	\$ 277,262.59
Correction for 3 years of SET (SET Exemption)	No return of funds - correct State school taxes	\$	97,602.60				\$ -
	5/26/18				\$	12,588.60	\$ 12,588.60
Midlink School tax	12/20/18	12/30/18	\$	261,703.11	\$	33,036.27	\$ 294,739.38
	2/28/20	3/12/20	\$	187,075.68	\$	29,012.04	\$ 216,087.72
Reimb. To GM School only	8/27/20	12/31/20	\$	93,300.12			\$ 93,300.12
Reimb. To GM Pending 2/24/2022			\$	80,959.18	\$	81,424.15	\$ 162,383.33
Subtotal Developer			\$	1,048,500.00	\$	285,363.58	\$ 1,333,863.58
Remaining Balances after Payments							
Subtotal			\$	-	\$	466,136.42	\$ 466,136.42
GM overcollected SET			\$	97,602.60			\$ 97,602.60
GM Return of SET overpayment Pending			\$	(97,602.60)			\$ -
Subtotal Developer remaining balance			\$	-	\$	466,136.42	\$ 466,136.42
Total Remaining Balances of all Entities			\$	-	\$	466,136.42	\$ 466,136.42

Remaining School TIR Received transfer to LBRF \$ 310,467.33

Total Sch + Total Local Check to General Mills \$ 162,383.33

**KCBRA Total General Admin costs minus Plan specific
2021**

Mill total legal costs	\$ 992.00
Parchment 100 Island Ave	\$ 5,212.50
Total Legal specific to Plans	\$ 6,204.50
Total Contractual other	\$ 6,204.50
minus total to specific plans	\$ 6,204.50
Total general contractual other	\$ -
General contractual	\$ 8,827.50
Total General contractual specific to Plans	\$ -
Total General contractual minus Plan specific	\$ 8,827.50
Total Admin. Expenses - 2020	\$ 81,362.53
minus legal to specific plans	\$ 6,204.50
minus gen. contractual to specific plans	\$ -
Total Plan specific costs (legal and gen cont)	\$ 6,204.50
Total General Admin Expenses	\$ 75,158.03



KCBRA 2021 General Administrative Expense Allocation

Site	<i>Total TIR expected 2021 or first year capture</i>	<i>% of Total TIR Available</i>	Gen Admin. Expenses based on % of TIR	Actual plan specific charges 2021 (legal & contractual)	2021 Admin Costs spread across plans	Notes
Midlink	\$ 862,912.25	15.65%	\$ 11,762.23		\$ 11,762.23	
General Mills	\$ 187,767.01	9.73%	\$ 7,312.88		\$ 7,312.88	
AJZ Sprinkle	\$ -	0.00%	\$ -		\$ -	
Brown Family- (Beckan)	\$ -	0.00%	\$ -		\$ -	
9008 Portage Road	\$ 7,001.00	0.17%	\$ 127.77		\$ 127.77	
Corner @ Drake	\$ 255,771.45	6.12%	\$ 4,599.67		\$ 4,599.67	
555 Eliza St.	\$ 709.18	0.02%	\$ 15.03		\$ 15.03	
400 S. 14th St (Metal Mechanics)	\$ 4,748.76	0.11%	\$ 82.67	\$ -	\$ 82.67	
Kartar #6 (Schoolcraft)	\$ -		\$ -		\$ -	
232 LLC	\$ 4,749.08	0.11%	\$ 82.67		\$ 82.67	
Blackbird Billiards	\$ 1,720.10	0.04%	\$ 30.06		\$ 30.06	
RAI Jets	\$ 14,952.10	0.36%	\$ 270.57		\$ 270.57	
Kalamazoo West Professional Center	\$ 5,226.16	0.13%	\$ 97.71		\$ 97.71	
381/383 S. Pitcher	\$ 23,591.65	0.56%	\$ 420.88		\$ 420.88	
Stryker	\$ 2,104,870.30	50.00%	\$ 37,579.02		\$ 37,579.02	
Stadium Park Way	\$ 124,055.02	3.00%	\$ 2,254.74		\$ 2,254.74	
Holiday Lanes (Delta Marriott)	\$ 42,652.44	1.00%	\$ 751.58		\$ 751.58	
Vicksburg Mill	\$ -	0.00%	\$ -	\$ 992.00	\$ 992.00	
Parchment Mill	\$ -		\$ -		\$ -	
Parchment 100 Island Ave	\$ -		\$ -	\$ 5,212.50	\$ 5,212.50	
GPI	\$ -		\$ -		\$ -	
Scannell/ Project Spartan	\$ 537,865.86	13.00%	\$ 9,770.54		\$ 9,770.54	
2 and 10 Mills St.	\$ -		\$ -		\$ -	
619, LLC - 619 Porter St. (Railroad parcels)	\$ -		\$ -		\$ -	
Total	\$ 4,178,592.36	100.00%	\$ 75,158.03	\$ 6,204.50	\$ 81,362.53	

2021 Expense Detail with Legal Legal & General Contractual Specific to Plans

1	Postage Jan-March	
2	Aparil-June	2.37
3	July-Sept.	
4	Oct.-Dec.	
5	Total \$	2.37
6	Printing Jan-March	
7	April-June	
8	July-Sept.	
9	Oct.-Dec.	
10	Total \$	-
11	Office Supplies	
12	Business Cards MW	31.5
13		
14		
15	Total \$	31.50
16	Contractual	
17	ET 3/1/21 general	\$ 1,512.50
18	ET 5/1/21 general	\$ 1,050.00
19	ET 6/23/21 marketing	\$ 742.50
20	ET 7/7/21 general	\$ 2,505.00
21	ET 7/7/21 general	\$ 735.00
22	ET 7/26/21 general	\$ 1,322.50
23	ET 8/09/21 cont. adm	\$ 70.00
24	ET 9/14/21 cont. adm	\$ 280.00
25	ET 11/18/21 general	\$ 245.00
26	ET 12/28/21 general	\$ 365.00
27		
28		
29	Total \$	8,827.50
30	Contractual Op.	
31	ET 3/1/21	\$ 1,900.00
32	ET 5/1/21	\$ 142.50
33	ET 7/26/21	\$ 380.00
34	ET 8/09/21	\$ 95.00
35	ET 9/14/21	\$ 451.25
36		
37		
38		
39	Total \$	2,968.75
40	Site Study	
41	1001 2nd st. Phase 1	\$ 2,070.00
42		
43		
44	Total \$	2,070.00

Other contract	
Varnum 7/7 Paper City	\$ 62.00
Varnum 7/7 100 Island	\$ 1,162.50
Varnum 7/7 100 Island	\$ 775.00
Varnum 7/26 Paper City	\$ 930.00
Varnum 8/27 100 Island	\$ 283.50
Varnum 9/17 100 Island	\$ 837.00
Varnum 11/18 100 Island	\$ 1,519.00
Varnum 12/28 100 Island	\$ 635.50
Total \$	6,204.50

Communication -internal	
Network Jan.-March	402
Network April-June	402
Network July-Sept.	402.97
Network Oct.-Dec.	402.24
Total \$	1,609.21

Communication	
Indeed	0.43
mLive Position posting	450
Indeed	75.81
Indeed	37.32
Go Daddy Website	40.34
Kalcounty.com Hosting	10
Total \$	613.90

Travel	
Mileage - Walters - V.Mill	21
Total \$	21.00

Marketing	
WP Engine Web. Renew.	\$ 300.00
Total \$	300.00

Employee Training	
Blue Tree Web. 11/18	\$240.00
Total \$	240.00

Miscellaneous	
Total \$	-
Indirect 9/17/2021	\$ 8,881.00
County Cost alloc.	\$ 8,881.00

Interest Expense	
Mi Tax Tribunal 11/24	762.73
	0.00
Total	762.73

Total Expenses	\$ 81,362.53
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Salaries	
Salary Lotta Q1	\$ 357.04
Salary R Q1	\$ 13,342.96
Fringe Q1	\$ 5,000.50
Salary Lotta Q2	\$ 357.04
Salary R Q2	\$ 8,143.20
Fringe Q2	\$ 3,102.59
Salary Q3 R	636.82
Salary Q3 M	3026.97
Fringe Q3	1337.28
Salary Q4 R	786.66
Salary Q4 M	9121.82
Fringe Q4	3617.19
Total	48,830.07

CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE KALAMAZOO COUNTY
BROWNFIELD REDEVELOPMENT AUTHORITY AND ENVIROLOGIC
TECHNOLOGIES, INC.

THIS CONTRACT is made and entered into this ____ day of _____ 2022, between the Kalamazoo County Brownfield Redevelopment Authority, Kalamazoo County Department of Planning and Community Development, 201 West Kalamazoo Avenue, Kalamazoo, Michigan 49007 (hereinafter referred to as the "Authority"), and Envirologic Technologies, Inc. (hereinafter referred to as the "Consultant"), 2960 Interstate Parkway, Kalamazoo MI 49048.

WHEREAS, the Authority desires to hire a Consultant to provide all labor, materials, equipment for General Environmental Consulting Services; and

WHEREAS, the Authority receives funds collected from the tax increment financing (TIF) mechanism in the Kalamazoo County Brownfield Plan that are designated for use on eligible expenses to support Brownfield redevelopment in Kalamazoo County; and

WHEREAS, the Authority with the help of staff at the Department of Planning and Community Development conducted a competitive bid process from November 2021 through January of 2022 and received six (6) proposals from firms that were qualified to provide the contracted environmental services related to Brownfield redevelopment work; and

WHEREAS, the Authority's RFP Selection Sub-Committee reviewed the proposals, interviewed two (2) consulting firms, and selected Envirologic Technologies as the best qualified to meet the needs of the Authority, based on the Consultant's previous work with Brownfield Redevelopment initiatives and the Consultant's thorough understanding of the Authority's functions from previous work with the Authority; and

WHEREAS, the Authority has adopted the recommendation by the RFP Selection Sub-Committee of Envirologic Technologies as the best qualified because they possess the experience, expertise and training to provide project management and environmental consulting services for the Authority on a project-by-project basis; and

WHEREAS, the Consultant possesses the experience, expertise and training to accomplish providing all labor, materials and equipment to provide Workers' Compensation, Claims Administration, Safety & Loss Prevention and Medical Bill Review Services.

NOW, THEREFORE, in consideration of the covenants and promises contained in this Contract, the parties agree as follows:

SECTION I. THE CONSULTANT'S DUTIES

The Consultant agrees to perform the following duties:

See attached Invitation for Bid, Bid Form, attached as Exhibit A and incorporated by reference into this Contract. If there are any discrepancies between Invitation for Bid/Proposal/Qualification Form and the Contract, the Parties agree that this Contract will control.

1. As directed and approved by the Authority, provide the environmental assessment, project management and other services within the confines of the Authority's available funds on a project-by- project basis from the date the contract is fully executed through December 31, 2022.
2. Use the work order system established by the Authority to mutually approve and monitor the environmental assessment, project management and other services.
3. Actively participate in, and regularly attend the Authority meetings.
4. Maintain regular communications with the Authority.

SECTION II: AUTHORITY'S DUTIES

The Authority agrees to perform the following duties:

Staff at the Kalamazoo County Department of Planning and Development will act as the main liaison between the Authority and the Consultant. Staff will process the Consultant's approved invoices as approved and directed by the Authority.

SECTION III: COMPENSATION

The Authority shall compensate Consultant for its services under this Contract in the following manner:

The compensation will be according to the 2022 Services Rate schedule and estimated costs as outlined in the Consultant's response, attached as Exhibit B, to the Authority's Request for Proposals 2022, and incorporated into this Contract.

As mentioned in the proposal, the Consultant will attend Authority meetings at no cost.

Services rendered will be invoiced by the Consultant to the Authority and undisputed invoices will be paid within 45 days of receipt by the Authority.

SECTION IV: GENERAL TERMS AND CONDITIONS APPLICABLE TO BOTH PARTIES

The following duties and responsibilities apply equally to the Consultant and the Authority unless the language of the provision clearly indicates that it applies only to the Consultant or the Authority.

1. **INSURANCE:** The Consultant shall provide the Authority with a certificate of insurance providing for a commercial liability insurance policy on an occurrence basis with policy limits of at least one million dollars (\$1,000,000) to include, but not be limited to, personal injury, bodily injury, property damage and contractual liability. The Consultant shall have the Authority listed as an additional insured on the certificate of insurance (to the extent of the liability which the Consultant assumes under this contract). The insurance certificate shall state that the insurance policy cannot be amended or canceled unless the Authority is given thirty (30) days written notice. The insurance company issuing the certificate shall strike from the certificate the usual words in the cancellation clause of the certificate which state "endeavor to" or "failure to mail such notice shall impose no obligation or liability of any kind upon the company". The Consultant shall also furnish to the Authority a certificate of insurance covering the Consultant's Workers Compensation responsibilities for the Consultant's employees. Failure of the Consultant to provide the certificates of insurance or receipt by the Authority of a Notice of Cancellation of the insurance policies by the Consultant's insurance company(s) shall constitute a material breach of this contract and the Authority may then, at its sole option, terminate this Contract immediately.

2. **INDEMNITY:** The Consultant agrees to indemnify and hold harmless (to the extent of the liability which the Consultant assumes under Section IV, Paragraph I of this contract) the Authority, its agents, employees, officers and representatives from all fines, costs, lawsuits, claims, demands and actions of any kind or nature, including reasonable attorney fees, which occur by reason of any wrongful act, negligence or wrongful omission on the part of the Consultant, its agents, employees, officers, or representatives, in performing this contract. The Authority agrees to indemnify and hold harmless the Consultant, its agents, employees, officers and representatives from all fines, costs, lawsuits, claims, demands and actions of any kind or nature, including reasonable attorney fees, which occur by reason of any wrongful act, negligence or wrongful omission on the part of the Authority, its agents, employees, officers, or representatives, in performing this contract; provided that nothing herein contained in this Contract constitutes, nor shall be construed, as a waiver of any governmental immunity that has been provided to the Authority and its agents, employees, officers or representatives by common law, statute or court decision.

3. **ASSURANCES AGAINST DISCRIMINATION:** The parties, as required by law shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, gender identity, sexual orientation, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. The parties shall adhere to all applicable Federal, State and local Laws, ordinances, rules, regulations and policies prohibiting discrimination, including, but not limited to the following:

- The Elliott-Larsen Civil Rights Act, 1976 PA 53, as amended.
- The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- Section 504 of the Federal Rehabilitation Act of 1973, P.O. 93-112, 87 Stat 355, and regulations promulgated thereunder.
- The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 §USC12101 et seq), as amended, and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Contract. In the event the parties are found not to be in compliance with this section, the non-breaching party may terminate this Contract effective as of the date of delivery of written notification to the breaching party.

4. **DEFAULT:** The Authority may, by written notice to the Consultant, at any time terminate this contract upon 14 days' notice, and the Consultant's right to proceed with the work for just cause, which shall include, but is not limited to, the following:

- Failure to provide insurance (when called for) in the exact amount and within the time specified, or any extension thereof.
- Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.
- Unauthorized substitution of articles other than those bid and specified.
- Failure to make progress as to endanger performance of this Contract in accordance with its terms.
- Failure to perform any other provision of the Contract.
- Standard of Performance – Consultant guarantees the performance of the commodities, goods or services rendered herein, in accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards then such higher standards shall be provided. Upon notice by the Authority of Consultant's failure to comply with such standards or to otherwise be in default of this Contract in any manner following Notice to Proceed, the Consultant shall immediately remedy said defective performance in a manner acceptable to the Authority. Should the Consultant fail to immediately correct said defective performance, said failure shall be considered a breach of this Contract and grounds for termination of the same by the Authority. In the event of any breach of this Contract by the Consultant, the Consultant shall pay any cost to the Authority, by said breach including, but not limited to, the replacement cost of such goods

or services from another contractor. The Authority reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected. In the event the Consultant is in violation of this Contract in any manner and such violation has not been satisfactorily corrected, the Consultant may be barred from being awarded any future Authority contracts.

- All remedies available to the Authority herein are cumulative and the election of one remedy by the Authority shall not be a waiver of any other remedy available to the Authority.

5. **DISPUTE RESOLUTION:** In the event a dispute arises between the Authority and the Consultant concerning the performance of this Contract, the parties agree to meet, and negotiate in good faith, in order to attempt to resolve the dispute. Said meeting shall take place within thirty (30) days after one party sends the other party written notice identifying the cause or reason for the dispute and requesting a meeting. The Authority and the Consultant agree that neither party will file any lawsuit for the purpose of resolving a dispute, or exercise its right to terminate the Contract, until sixty (60) days after the date on which the parties held their final meeting to resolve the dispute. THIS PARAGRAPH DOES NOT APPLY TO DISPUTES INVOLVING ACTS CONDUCT ERRORS NEGLIGENCE OR OMISSIONS BY THE COMPANY THAT ARE IDENTIFIED IN THIS CONTRACT AS CONSTITUTING A MATERIAL BREACH OF THIS CONTRACT.

Both parties agree that any legal dispute including collection of unpaid fees shall be the financial responsibility of the party that prevails. Any legal disputes shall be governed by the laws of the State of Michigan. In the event any actions arising under this Contract are brought by or against the Authority, such actions shall be in Michigan Courts whose jurisdiction and venue shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought in or is moved to Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, Southern Division.

6. **ASSIGNMENT.** This is a Contract for Professional Services and the Consultant may not assign its interest in this Contract without the express written consent of the Authority.

7. **RELATIONSHIP BETWEEN THE PARTIES:** It is expressly understood and agreed that the Consultant is an independent Consultant. The Authority is interested only in the results to be achieved by the work to be performed by the Consultant under this Contract, the conduct and control of the work shall rest solely with the Consultant. The Consultant, its subcontractor, and any employees of the Consultant or subcontractor shall in no way be deemed to be, and shall not hold themselves out as, an employee, servant or agent of the Authority and shall not be entitled to any fringe benefits of the Authority, such as, but not limited to, health and accident insurance, life insurance, paid vacation or sick leave, or longevity. The Consultant shall be responsible for paying any Consultants providing supplies which the Consultant utilizes in the performance of services under this Contract. The Consultant shall also be responsible for paying any compensation due any persons in its employ or subcontractors and for withholding and payment of all applicable taxes, including, but not limited to, income and social security taxes to the proper Federal, State and Local

governments. The Consultant certifies that it has no interests which would conflict with the performance of services required by this Contract. The Consultant also assures that, in the performance of this Contract, no officer, agents, employee of the Authority, or member of its governing bodies, may participate in any decision relating to this Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply where specifically exempt under Michigan Law.

8. **AMENDMENTS:** Changes to this Contract will only be valid if they are in writing and signed by the Consultant and the Authority.

9. **NOTICES:** Any Notice/Communication required, or permitted, under this Contract from one party to another, including the Consultant's request for assistance from Authority personnel in carrying out Consultant's duties under this Contract, shall be deemed effective if the party sending the Notice/Communication hand delivers the Notice or communication to the other Party or if the Party sends the Notice/Communication through first class mail to the other Party. The Parties agree that Notices and Communications should be sent to the Parties at the following addresses:

CONSULTANT

Jeffrey C. Hawkins, CEO
Envirologic Technologies, Inc.
2960 Interstate Parkway
Kalamazoo MI 49048
(269) 342-1100

AUTHORITY:

Macy R. Walters, Brownfield Redevelopment Coordinator
Kalamazoo County, Dept of Planning & Dev.
201 W. Kalamazoo Ave.
Kalamazoo MI 49007
(269) 384-8115

9. **WAIVERS:** No failure or delay on the part of either of the parties to this Contract in exercising any right, power or privilege thereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege, preclude any other or further exercise of any other right, power or privilege.

10. **AMENDMENTS:** Modifications, amendments, or waivers of any provision of this Contract may be made only by the written mutual consent of the authorized representatives of both the Authority and the Consultant.

11. **SUBCONTRACTING AND ASSIGNMENT:** The Consultant may not subcontract portions of the work to be performed under this Contract without prior written approval from the Authority, in a written Work Order as approved by the Authority. In the event of such subcontracting, the Consultant shall be responsible for paying all compensation owed to the subcontractor(s) for services performed and ensuring that the subcontractor(s) complies with the requirements of this Contract.

12. **CONTRACT PERIOD TERMINATION:** This Contract shall commence on the date the contract is fully executed and, unless prematurely terminated as authorized in this Contract, shall continue through December 31, 2022 with the option of one (1) year extensions. Notwithstanding any other provision in this Contract to the contrary, the Authority may terminate this Contract with 14 days prior written notice to the Consultant in the event that the services of the Consultant are deemed by the Authority to be unsatisfactory, or upon failure of the Consultant to perform any of the terms and conditions contained in this Contract. Termination of this Contract shall not be construed as a waiver by either party of any rights or remedies they may have in law or in equity arising from a breach of the terms of this Contract.

13. **SEVERABILITY OF INVALID PROVISIONS:** If any part of this Contract is declared by any Court having jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted and shall not affect the validity of the remainder of this Contract, which shall continue in full force and effect. If the removal of such provision would result in the illegality and/or unenforceability of this Contract, this Contract shall terminate as of the date in which the provision was found invalid, unconstitutional or beyond the authority of the parties and the Authority shall receive all commissions to which it is entitled under this Contract, up to the date of termination.

14. **COMPLETE CONTRACT:** This Contract and other documents incorporated herein by reference contain all the terms and conditions agreed upon by the parties, and no other Contracts, oral or otherwise, regarding the subject matter of this Contract or any part thereof shall have any validity or bind any of the parties.

15. **SECTION TITLES:** The titles of the sections set forth in this Contract are for reference only and shall be disregarded when construing or interpreting any of the provisions of this Contract.

16. **CERTIFICATION OF AUTHORITY TO SIGN CONTRACT:** The people signing on behalf of the parties to this Contract hereby certify by their signatures that they are duly authorized to sign this Contract on behalf of said parties and that this Contract has been authorized by said parties.

17. **GOVERNING LAW:** This Contract shall be governed, and interpreted in accordance with, the laws of the State of Michigan. The parties agree that any action to enforce this Contract may be brought in any state or federal court that possesses subject matter jurisdiction and is located in, or whose district includes Kalamazoo County, Michigan.

SIGNATURE SECTION

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY
SIGNED THIS CONTRACT ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

For: ENVIROLOGIC TECHNOLOGIES, INC.

By: _____

Date: _____

Jeffrey C. Hawkins, CEO

For: KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

By: _____

Date: _____

Kenneth Peregon, Chairperson



Phillips Environmental
Consulting Services, Inc.

Lawton, MI 49065

Item 7hi

Invoice

DATE	INVOICE #
9/28/2021	2154

BILL TO

Paper City Development
c/o Jackie Kooney
101 S. Main Street
Vicksburg, MI 49097

		PROJECT		
		1046A - Vicksburg Mill		
DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
7/1/2021	Review initial VI laboratory data.	0.5	130.00	65.00
7/6/2021	Review laboratory data.	0.5	130.00	65.00
7/11/2021	Prepare mill status report with update on VI sampling.	0.25	130.00	32.50
7/12/2021	OAC Meeting to review sampling status.	0.25	130.00	32.50
7/19/2021	Tabulate sub-slab soil gas data.	1.5	130.00	195.00
7/20/2021	Tabulate sub-slab soil gas data.	1.25	130.00	162.50
8/3/2021	Tabulate sub-slab soil gas data.	1	130.00	130.00
8/3/2021	Monthly update call with EGLE and County.	0.25	130.00	32.50
8/11/2021	Data Tabulation and review.	1.5	130.00	195.00
8/12/2021	QA/QC review of sub-slab soil gas data.	2	130.00	260.00
Grant Task 1A - VI Assessment.		Total		\$1,170.00

Phone #
269-624-4211

Balance Due	\$1,170.00
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Kalamazoo County Brownfield Redevelopment Authority
Macy Walters
Department of Planning and Community Development
201 West Kalamazoo Avenue, Room 101
Kalamazoo, MI 49007

Invoice number 08659
Date 02/18/2022
Project **190148 Paper City Development LLC**
EGLE Loan Oversight -Task 3rd Party OS
- Vicksburg

INVOICE: Through Jan 31, 2022

EGLE LOAN OVERSIGHT - W.O. 2019-4
Professional Fees

	Date	Hours	Rate	Billed Amount
Project Manager				
Paul D. French				
Professional Services				
	01/12/2022	0.50	105.00	52.50
Invoice total				52.50

Terms: N30 - We accept Check, ETF, Visa, MC Discover & Amex as payment options. All Credit Card payments will incur a 3% processing fee

**BYLAWS OF
THE KALAMAZOO COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY**

The following Bylaws (the "Bylaws") of the Kalamazoo County Brownfield Redevelopment Authority (the "Authority") are hereby amended and restated in their entirety in accordance with Article IX of these Bylaws, effective as of _____, 2022, as amended and restated, to provide as follows:

**Article I
Purpose**

Section 1. Statement of Purposes. The purpose of the Authority is to serve as the brownfield redevelopment authority for the County of Kalamazoo, State of Michigan, in accordance with the Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended (the "Act"), including, particularly, to facilitate, in the County of Kalamazoo (the "County"), the implementation of brownfield plans; to create brownfield redevelopment zones; to promote the revitalization, redevelopment, and reuse of certain property, including, but not limited to, tax reverted, blighted, or functionally obsolete property; to prescribe the powers and duties of the Authority; to permit the issuance of bonds and other evidences of indebtedness by the Authority; to authorize the acquisition and disposition of certain property; to authorize certain funds; to prescribe certain powers and duties of certain officers and agencies; to authorize and permit the use of certain tax increment financing; and to accomplish such other purposes as may be provided from time to time in the Act. In order to accomplish the foregoing purposes, the Authority may, subject to such limitations and conditions as are or may be prescribed by law, including the Act, exercise all powers which now are or hereafter may be conferred by law, including the Act, upon a corporation organized by the County under the above statutes and for the above purposes, and all other things necessary or convenient to achieve the objectives and purposes of the Authority, the Act, or other laws that relate to the purposes and responsibilities of the Authority.

**Article II
Legal Basis**

Section 1. Legal Basis. The Authority is created pursuant to and in accordance with the Act and Resolutions, Intent to Create a Brownfield Redevelopment Authority and Appointing Members to the Brownfield Redevelopment Authority, of the Kalamazoo County Board of Commissioners.

**Article III
Offices**

Section 1. Registered Office. The Authority shall have and continuously maintain in the State of Michigan a registered office and a registered agent, whose office is identical to such registered office as required by the statutes of the State of Michigan. The registered office may be, but need not be, identical with the principal office in the State of Michigan, and the address of the registered office and the registered agent may be changed from

time to time by the Authority. Unless and until so changed, the registered office of the Authority is in care of the office of the Kalamazoo County Clerk, 201 West Kalamazoo Avenue, Kalamazoo, Michigan 49007.

Section 2. Other Offices. The Authority may have such other offices as the Authority may determine, or the affairs of the Authority may require, from time to time.

Article IV Directors

Section 1. General Powers. The Authority shall manage the business and affairs of the Authority, except as otherwise provided by statute or by these Bylaws.

Section 2. Number, Tenure, and Qualifications. In accordance with Section 5(1)(a) of the Act, the Authority shall be constituted by the Board of Directors of the Economic Development Corporation of the County of Kalamazoo (the "EDC") under the Economic Development Corporations Act, Public Act 338 of 1974, as amended. As such, the Bylaws of the EDC, as the same may be amended from time to time, shall govern the number of members constituting the Authority ("Directors"), the term of the Directors, the manner of the selection of the Directors, the method for filling vacancies on the Authority, the method for removing a Director, and similar Authority governance matters. The Authority shall consist of nine (9) persons, not more than three (3) of whom shall be an officer or employee of the County. The Directors shall be appointed for terms of six (6) years, except that of the Directors first appointed; six (6) shall be appointed for six (6) years, one (1) for five (5) years, one (1) for four (4) years, one (1) for three (3) years, one (1) for two (2) years, and one (1) for one (1) year. The Chairperson of the Kalamazoo County Board of Commissioners, with the advice and consent of the Kalamazoo County Board of Commissioners, shall appoint the members of the Authority. Subsequently, the Directors shall be appointed in the same manner as the original appointments at the expiration of each Director's term of office. A Director serving as an officer or employee of the County (public official) will have their term with the Authority expire with the expiration of service as a public official, including expiration of the public official's service through resignation or removal from the position as a public official. Any local community which has passed a resolution consenting to inclusion in the Authority shall have one (1) ex-officio Director. An ex-officio Director must be formally appointed by the local governing body.

The Authority shall notify the Chairperson of the Kalamazoo County Board of Commissioners, in writing upon the Authority's designation of a Project Area as defined in the Section 3(g) or as provided in Section 8(1) of **Public Act 338 of 1974**, and there shall be appointed promptly after that notice two (2) additional Directors who shall serve only in respect to that Project Area and shall be representative of neighborhood residents and business interests likely to be affected by the Project Area proposed by the Authority and who shall cease to serve when the Project Area for which they are appointed is either abandoned or, if undertaken, is completed in accordance with the Project Plan (as that term is defined in the Act). A Director whose term of office has expired shall continue to hold office until the Director's successor has been appointed with the advice and consent of the Kalamazoo County Board of Commissioners. A Director may be reappointed with the advice and consent of the Kalamazoo County Board of Commissioners to serve additional

terms. If a vacancy is created by the death, resignation, or removal of a Director, a successor shall be appointed with the advice and consent of the Kalamazoo County Board of Commissioners within thirty (30) days, to hold office for the remainder of the term so vacated. Notwithstanding the foregoing, in the event of a conflict or inconsistency between the provisions of the Bylaws of the EDC and these Bylaws, these Bylaws shall prevail.

Section 3. Removal. A Director may be removed from office for cause by a majority vote of the Kalamazoo County Board of Commissioners.

Section 4. Oath. Before assuming the duties of office, a Director shall qualify by taking and subscribing to the oath of office provided in Section 1 of Article XI of the State Constitution of 1963.

Section 5. Disclosure of Interests. A Director who has a direct interest in any matter before the Authority shall disclose their interest before the Authority takes any action with respect to the matter, which disclosure shall become a part of the record of the Authority's official proceedings and the interested Director shall further refrain from participation in the Authority's proceedings related to the matter.

Section 6. Compensation of Directors. Directors shall serve without salary, but may be reimbursed their reasonable, actual, and necessary expenses incurred in the performance of their official duties (as voted upon by the Authority) and may receive a per diem of not more than \$50.00 per meeting, if authorized by the Authority.

Section 7. Directors as Public Officers. Directors shall be public officers.

Section 8. Exculpation from Liability. The Directors or any person executing any revenue bond or revenue note on behalf of the Authority shall not be liable personally on the revenue bond or revenue note or be subject to any personal liability or accountability by reason of the issuance of the revenue bond or revenue note; by reason of acquisition, construction, ownership, or operation of a Project Area; or by reason of any other action taken or omitted by the Authority. By resolution, the Authority may provide for the purchase of insurance indemnifying the Directors from and against any and all personal liability or accountability described in this section, or any loss or expense related thereto.

Article V Officers

Section 1. Officers. The officers of the Authority shall be a Chairperson, one (1) or more Vice-Chairpersons (the number thereof to be determined by the Authority), a Secretary, a Treasurer, and such other officers as may be elected in accordance with the provisions of this Article. The Authority may elect or appoint such other officers, including one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, as it shall deem desirable, such officers to have the authority and perform the duties prescribed by the Authority. Two (2) or more offices may be held by the same person, but an officer shall not execute, acknowledge, or verify an instrument in more than one (1) capacity if the instrument is required by law or the Articles of Incorporation or these Bylaws to be executed, acknowledged, or verified by two (2) or more officers. Notwithstanding the foregoing, the

offices of Chairperson and Vice-chairperson may not be held by the same person.

Section 2. Election and Term of Office. The officers of the Authority shall be elected annually by the Authority at the Annual Meeting of the Authority. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently possible. New offices may be created and filled at any meeting of the Authority, a quorum must be present for the election of officers, and for approval of new offices as determined by necessity by the Authority. Each officer shall hold office until their successors shall have been duly elected and shall have qualified.

Section 3. Removal. Any officer elected or appointed by the Authority may be removed from the office by the Authority with a quorum present, whenever in its judgment, the best interests of the Authority would be served thereby.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Authority for the un- expired portion of the term.

Section 5. Chairperson. The Chairperson shall be the principal executive officer of the Authority and shall, in general, supervise and control all of the business and affairs of the Authority, but they may from time to time delegate all or any part of their duties to the Vice-Chairperson or the Secretary. They shall preside at all meetings of the Directors and of the Authority. They may sign and execute, with the Secretary or any other proper officer of the Authority authorized by the Authority, any and all authorized deeds, mortgages, bonds, contracts, agreements, checks or other instruments and obligations and execute bonds and/or interest coupons with their facsimile signature in the name of the Authority (to be attested in the same manner by the Secretary) when so authorized by vote of the Authority; provided, however, that any bonds executed by facsimile shall be authenticated by an original signature of a duly appointed corporate trustee appointed to act on behalf of the bondholders; and, in general, they shall perform all duties incident to the office of Chairperson and such other duties as may be prescribed by the Authority. They shall be an ex-officio member of all standing committees and shall have the general power and duties of supervision and management of the Authority. In the Chairperson's absence, the Vice-Chairperson shall perform the above functions.

Section 6. Vice-Chairperson. In the absence of the Chairperson, or in the event of their inability or refusal to act, the Vice-Chairperson (or in the event that there be more than one (1) Vice-Chairperson, the Vice-Chairpersons in the order of their election) shall perform the duties of the Chairperson and, when so acting, shall have all the powers and be subject to all the restrictions upon the Chairperson. Any Vice Chairperson shall perform such other duties as may be assigned to them by the Chairperson or by the Authority.

Section 7. Treasurer. The Treasurer shall keep the financial records of the Authority and shall approve all vouchers for the expenditure of funds of the Authority. If required by the Authority, the Treasurer shall give a bond for the faithful discharge of their duties in such sum and with such surety or sureties as the Authority shall determine. In addition, they shall have charge and custody of and be responsible for all funds and securities of the Authority; receive and give receipts for monies due and payable to the Authority from any source

whatsoever, and deposit all such monies in the name of the Authority in such banks, trust companies or other depositories as shall be selected in accordance with the provisions of these Bylaws; and, in general, perform all the duties incident to the office of Treasurer and such other duties as may be assigned to them by the Chairperson or by the Authority. In the Treasurer's absence, the Assistant Treasurer shall perform the above functions.

Section 8. Secretary. The Secretary shall maintain custody of the official seal and records, books, documents, or other papers not required to be maintained by the Treasurer. The Secretary shall attend meetings of the Authority and keep a record of its proceedings. In addition, the Secretary shall keep the minutes of the meetings of the Directors and of the Authority in one (1) or more books provided for that purpose; see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; sign with the Chairperson in the name of the Authority on all bonds, contracts, agreements, and other obligations and execute interest coupons and/or attest bonds with their facsimile signature in the name of the Authority (to be executed in the same manner by the Chairperson) when so authorized by the Authority; and when so ordered, they shall affix thereto or cause to be imprinted thereon the seal of the Authority; keep a register of the post office address of each Director which shall be furnished to the Secretary by such Directors; and, in general, perform all duties incident to the office of Secretary and such other duties as may be assigned to them by the Chairperson or by the Authority. In the Secretary's absence, the Assistant Secretary shall perform the above functions.

Section 9. Assistant Treasurers and Assistant Secretaries. If required by the Authority, the Assistant Treasurers shall give bonds for the faithful discharge of their duties in such sums and with such sureties as the Authority shall determine. The Assistant Treasurers and Assistant Secretaries, in general, shall perform such duties as shall be assigned to them by the Treasurer or Secretary or by the Chairperson or the Authority.

Section 10. Recording Secretary. A staff person of the Kalamazoo County Planning & Development Department or other County staff person will be designated as the attendance and minute taker and should be present at all meetings ("Recording Secretary"). The position of Recording Secretary shall not be deemed to be an officer of the Authority.

Section 11. Consultants. The Authority may employ and retain personnel and consultants as considered necessary by the Authority, including legal counsel, to advise the Authority in the proper performance of its duties and to represent the Authority in actions brought by or against the Authority.

Section 12. Municipality Assistance. Upon request of the Authority, the municipality may provide assistance to the Authority in the performance of its powers and duties.

Section 13. Delegation of Duties. In the absence of any officer of the Authority, or for any other reason that the Authority may deem sufficient, the Authority may delegate, from time to time and for such time as it may deem appropriate, the powers or duties, or any of them, of such officer to any other officer, or to any Director, provided a majority of the Authority then in office concurs therein.

Article VI Committees

Section 1. Committees of Directors. The Authority, by resolution adopted by a majority of the Directors present at any meeting, may designate and appoint one (1) or more committees, each of which shall consist of two (2) or more Directors, and shall have and exercise such authority as shall be granted to them by such resolution; provided, however, such committee shall not have the power or authority to adopt an agreement of merger or consolidation or any agreement for the sale, lease, or exchange all or substantially all of the Authority's property or assets, dissolve the Authority, or amend the Bylaws of the Authority. Except as otherwise provided in said resolution, the members of such committee shall be Directors of the Authority and the Chairperson shall appoint the members thereof. Any committee member may be removed by the person or persons authorized to appoint such member whenever, in their judgment, the best interests of the Authority shall be served by such removal.

Section 2. Term of Office. Each member of a committee shall continue on as such until the next Annual Meeting of the Directors of the Authority until their successor is appointed, unless the committee shall be sooner terminated, or unless such member be removed from such committee, or unless such member shall cease to qualify as a member thereof.

Section 3. Chairperson. One (1) member of each committee shall be appointed chairperson by the person or persons authorized to appoint the members thereof.

Section 4. Quorum. Unless otherwise provided in the resolution of the Authority designating a committee, a majority of the whole committee shall constitute a quorum and the act of a majority of the members present at a meeting at which a quorum is present shall be the act of the committee.

Section 5. Executive Committee. The Chairperson, Vice Chairperson, and Directors appointed to the Executive Committee by the Chairperson shall comprise the Executive Committee.

Article VII Meetings

Section 1. Annual Meeting. An Annual Meeting of the Authority shall be held on the fourth Thursday in the month of April in each year, for the purpose of electing officers and for the transaction of such other business as may come before the meeting. If the election of officers shall not be held on the day designated herein for any Annual Meeting or any adjournment thereof, the Authority shall cause the election to be held at a regular or special meeting of the Authority as soon thereafter as conveniently possible.

Section 2. Regular Meetings. Regular meetings of the Authority shall be held at such time and place as the Authority shall from time to time determine.

Section 3. Special Meetings. Special meetings of the Authority may be called by or at the request of the Chairperson or any two (2) Directors. The person or persons authorized

to call special meetings of the Authority may fix any place, either within or without the State of Michigan, as the place for holding any special meeting of the Authority called by them.

Section 4. Public Meetings & Notice of Meetings. Meetings of the Authority shall be open to the public in accordance with the Open Meetings Act, Act 267 of 1976, as amended. All notices of the annual, regular, and special meetings of the Authority shall comply with 1976 PA 267; MCLA 15.261 *et seq.*; MSA 4.1800(11) *et seq.* Any Director may waive notice of any meeting either before or after such meeting. Attendance of a Director at a meeting constitutes waiver of a notice of the meeting except where a Director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at, nor the purpose of, any meeting of the Authority need be specified in the notice or waiver of notice of the Authority, unless otherwise required by these Bylaws.

Section 5. Quorum and Voting. A majority of the Directors of the Authority then in office constitutes a quorum for the transaction of business. The vote of a majority of Directors present at a meeting at which a quorum is present shall constitute the action of the Authority, unless the vote of the larger number is required by statute or elsewhere in these Bylaws. A Director may be present at a meeting of the Authority in person or remotely, to the extent permitted by law.

Article VIII Financial Transactions

Section 1. Public Record. All financial records of the Authority shall be open to the public under the Freedom of Information Act, Act 442 of 1976, as amended.

Section 2. Contracts. The Authority may authorize any officer or officers, agent or agents of the Authority, in addition to the officers so authorized by these Bylaws, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Authority.

Section 3. Checks, Drafts, etc. All checks, drafts, or orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Authority, shall be signed by such officer or officers, agent or agents of the Authority and in such manner as shall be determined by resolution of the Authority. In the absence of such determination by the Authority, such instruments shall be signed by the Treasurer or an Assistant Treasurer and counter-signed by the Chairperson or a Vice-Chairperson of the Authority.

Section 4. Loans. No loan shall be contracted on behalf of the Authority and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Authority and approved by the Kalamazoo County Board of Commissioners.

Section 5. Fiscal Year. The fiscal year of the Authority shall begin on the first day of January and end on the last day of December in each year.

Article IX Cooperation with Local Units

Section 1. Notice and Review. The Authority shall give notice and an opportunity of not less than ten (10) business days for review and comment to local government units for a site included in a Brownfield Plan and within the local government unit's jurisdiction prior to adoption by the Authority. The above process will apply to any subsequent work plans.

Section 2. Waiver of Notice. When the Authority or any committee thereof may take action after notice and lapse of the prescribed period of time, the action may be taken without further notice or without lapse of the period of time if at any time before the action is completed the person entitled to notice or to participation in the action to be taken submits a signed waiver of such requirements.

Section 3. Program Policy. Separate Program Policy will outline parameters for local government involvement and criteria for the formal project review process.

Article X Books and Records

Section 1. Books and Records. The Authority shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of its Directors, Authority, and committees having any of the authority of the Authority and shall keep at the registered or principal office a record giving the names and addresses of the Directors entitled to vote. All books and records of the Authority may be inspected by any Director, and their agent, or attorney, for any proper purpose at any reasonable time. The Authority shall submit an annual report to the Kalamazoo County Board of Commissioners and shall annually post a report of its revenue and expenditures for the operating year.

Article XI Seal

Section 1. Seal. The Authority shall provide a corporate seal, which shall be in the form of a circle and shall have inscribed thereon the name of the Authority and the words "Corporate Seal" and "The Kalamazoo County Brownfield Redevelopment Authority."

Article XII Adoption and Amendment

Section 1. Adoption and Amendment. These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by a majority of the Directors present at any regular meeting or at any given special meeting, if at least two (2) calendar days written notice is given of the Director's intentions to alter, amend, or repeal or to adopt new Bylaws at such meeting; provided, however, the amendments or new Bylaws must be approved by resolution by the Kalamazoo County Board of Commissioners before they are effective.

The foregoing amended and restated Bylaws of the Kalamazoo County Brownfield Redevelopment Authority was adopted by the Kalamazoo County Brownfield Redevelopment Authority at a meeting duly held on the _____, 202_.

The foregoing amended and restated Bylaws of the Kalamazoo County Brownfield Redevelopment Authority was approved by the County Board of Commissioners of the County of Kalamazoo, Michigan, at a meeting duly held on the _____, 202__.

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

By: _____
Chairperson, County Brownfield Redevelopment Authority

COUNTY OF KALAMAZOO

By: _____
Chairperson, County Board of Commissioners

By: _____
Meredith Place, County Clerk/Register



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

MEMORANDUM

TO: **MACY WALTERS, BROWNFIELD REDEVELOPMENT COORDINATOR, KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**

FROM: **JEFF HAWKINS**

SUBJECT: **FY21 EPA BROWNFIELD ASSESSMENT GRANT UPDATES**

DATE: **2/24/22**

This memorandum serves to provide information regarding updates for the Kalamazoo County Brownfield Redevelopment Authority (KCBRA) for activities and services rendered on various projects related to the FY21 EPA Brownfield Assessment Grant.

1. Community Outreach and Programmatic

Project No: 210229 – W.O. 2

Update:

Envirologic completed and submitted the first quarterly report for the EPA grant.

2. Fortitude Graphic Design (former RJ's Printing) Project, 1001 2nd Street, Kalamazoo, MI

Project No: 210265 – W.O. 3

Update:

The KCBRA has approved funding a Phase I ESA utilizing LBRF funds and a Phase II ESA and potentially a BEA/Due Care Documentation utilizing EPA Brownfield Assessment Grant funds. Mr. Sean Hollins is acquiring this long-established business to continue with current operations.

The KCBRA submitted an Eligibility Demonstration, Sampling and Analysis Plan (SAP) and a Health and Safety Plan (HASP) on January 4, 2021. On January 5, 2022, Mr. Didier with EPA requested a different format for the Eligibility Demonstration which was provided on January 12, 2022. The KCBRA received eligibility approval on January 17, 2022. Additionally, EPA approved the Sampling and Analysis Plan and Health and Safety Plan on February 3, 2022. Envirologic completed the Phase II ESA sampling activities on February 9th. Laboratory results should be available during the week of February 21st.

2/24/2022

Item 7jii



2960 Interstate Parkway | Kalamazoo, MI 49048
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MEMORANDUM

TO: **RACHAEL GROVER, RESOURCE COORDINATOR, KALAMAZOO COUNTYBROWNFIELD REDEVELOPMENT AUTHORITY**

FROM: **JEFF HAWKINS**

SUBJECT: **GENERAL/LBRF FUNDING UPDATES**

DATE: **2/24/22**

This memorandum serves to provide information regarding updates for the Kalamazoo County Brownfield Redevelopment Authority (KCBRA) for activities and services rendered on various projects related to General Funding or LBRF Projects.

1. General Environmental Review

Project No: 190260 - W.O. 2020-1

Update:

Envirollogic participated in a prep meeting with Rachael Grover and Macy Walters to set up remote access for the upcoming KCBRA meeting.

2. Paper City Development – EGLE Grant Oversight

Project No: 190048 – W.O. 2019-2

Update:

There were no Envirollogic oversight activities in January.

3. Paper City Development – EGLE Loan Oversight

Project No: 190148 – W.O. 2019-4

Update:

Envirollogic participated in a team meeting with the KCBRA, the developer's consultant and EGLE.

4. 3800 Wynn Road, Kalamazoo Twp., MI

Project No: 210178 – W.O. 2021-2

Update:

Envirollogic conducted sub-slab vapor sampling on November 19, 2021 to support the Due Care Plan. These activities were conducted under the existing Phase II ESA budget. Sample results from three vapor pins installed in an outbuilding, located east of the 3800 building, which is leased to an individual that does auto repair intermittently, indicated contaminants in all three samples. However, only one result exceeded the non-residential Volatilization to Indoor Air Pathway (VIAP) screening levels. Envirollogic completed the final authorized deliverable, the due care document, and issued to property owner. Further activities are pending.

General Environmental Review
Budget and Cost Summary

Number		Site/Phase	Budget Estimates		Actual				
Project	W.O.		Total	County Funding	Invoice #	Invoice Date	Invoice Amount	Task Budget Remaining	Total Budget Remaining
210027	2021-1	General Environmental Review	\$ 15,000.00	\$ 15,000.00	07345	2/5/2021	\$1,512.50	\$13,487.50	
					07466	3/9/2021	\$1,050.00	\$12,437.50	
					07516	4/8/2021	\$2,505.00	\$9,932.50	
					07671	5/21/2021	\$742.50	\$9,190.00	
					07765	6/16/2021	\$735.00	\$8,455.00	
					07875	7/15/2021	\$1,322.50	\$7,132.50	
					07954	8/9/2021	\$70.00	\$7,062.50	
					08052	9/14/2021	\$280.00	\$6,782.50	
					08271	11/10/2021	\$245.00	\$6,537.50	
					08356	12/7/2021	\$365.00	\$6,172.50	
					08472	1/6/2022	\$35.00	\$6,137.50	
					08660*	2/18/2022	\$140.00	\$5,997.50	
							\$9,002.50		\$5,997.50
		Contractual Administrative	\$ 14,000.00	\$ 14,000.00	07345	2/5/2021	\$1,900.00	\$12,100.00	
					07466	3/9/2021	\$142.50	\$11,957.50	
					07875	7/15/2021	\$380.00	\$11,577.50	
					07954	8/9/2021	\$95.00	\$11,482.50	
					08052	9/14/2021	\$451.25	\$11,031.25	
					08472	1/6/2022	\$635.00		
		Project Subtotal	\$ 29,000.00	\$ 29,000.00			\$3,603.75		\$10,396.25
							\$12,606.25		\$16,393.75
190048	2019-2	Paper City Development - EGLE Grant Oversight							
		W.O. Approved							
		Total Approved budget of \$3,000.00	\$ 3,000.00	\$3,000.00	05421	4/18/2019	\$2,642.50	\$10,357.50	\$10,357.50
		Amendment #1 - \$5,000.00	\$ 5,000.00	\$ 5,000.00	05490	5/10/2019	\$140.00	\$10,217.50	\$10,217.50
		Amendment #2 - \$5,000.00	\$ 5,000.00	\$5,000.00	05603	6/14/2019	\$1,662.50	\$8,555.00	\$8,555.00
		Project Subtotal	\$ 13,000.00	\$13,000.00	05665	7/16/2019	\$1,110.00	\$7,445.00	\$7,445.00
					05723	8/14/2019	\$788.75	\$6,656.25	\$6,656.25
					05787	9/6/2019	\$35.00	\$6,621.25	\$6,621.25
					06215	1/7/2020	\$26.25	\$6,595.00	\$6,595.00
					06329	2/7/2020	\$131.25	\$6,463.75	\$6,463.75
					06442	3/19/2020	\$210.00	\$6,253.75	\$6,253.75
					06579	5/12/2020	\$113.75	\$6,140.00	\$6,140.00
					06655	6/17/2020	\$52.50	\$6,087.50	\$6,087.50
					06714	7/9/2020	\$105.00	\$5,982.50	\$5,982.50
					06808	8/11/2020	\$78.75	\$5,903.75	\$5,903.75
					06895	9/8/2020	\$52.50	\$5,851.25	\$5,851.25
					06994	10/12/2020	\$446.25	\$5,405.00	\$5,405.00
					07086	11/5/2020	\$551.25	\$4,853.75	\$4,853.75
					07163	12/7/2020	\$183.75	\$4,670.00	\$4,670.00
					07282	1/14/2021	\$645.73	\$4,024.27	\$4,024.27
					07465	3/9/2021	\$446.25	\$3,578.02	\$3,578.02
					07514	4/8/2021	\$301.77	\$3,276.25	\$3,276.25
					07669	5/21/2021	\$402.50	\$2,873.75	\$2,873.75
					07764	6/16/2021	\$26.25	\$2,847.50	\$2,847.50
					07955	8/9/2021	\$78.75	\$2,768.75	\$2,768.75
					08127	10/6/2021	\$26.25	\$2,742.50	\$2,742.50
					08659*	2/18/2022	\$52.50	\$2,690.00	\$2,690.00
						Project Subtotal	\$10,310.00		\$2,690.00
190148	2019-4	Paper City Development LLC, Vicksburg, Michigan - EGLE Loan Oversight							
		W.O. Approved	\$ 40,000.00	\$40,000.00	05789	9/6/2019	\$1,470.00	\$38,530.00	\$38,530.00
					05896	10/7/2019	\$787.50	\$37,742.50	\$37,742.50
					05994	11/7/2019	\$1,242.50	\$36,500.00	\$36,500.00
					06128	12/9/2019	\$280.00	\$36,220.00	\$36,220.00
					06214	1/7/2020	\$105.00	\$36,115.00	\$36,115.00
					06330	2/7/2020	\$385.00	\$35,730.00	\$35,730.00
					06441	3/19/2020	\$840.00	\$34,890.00	\$34,890.00
					06516	4/8/2020	\$271.25	\$34,618.75	\$34,618.75
					06580	5/12/2020	\$840.00	\$33,778.75	\$33,778.75
					06656	6/17/2020	\$236.25	\$33,542.50	\$33,542.50
					06713	7/9/2020	\$130.00	\$33,412.50	\$33,412.50
					06809	8/11/2020	\$78.75	\$33,333.75	\$33,333.75
					06896	9/8/2020	\$315.00	\$33,018.75	\$33,018.75
					06982	10/12/2020	\$297.50	\$32,721.25	\$32,721.25
					07042	11/5/2020	\$52.50	\$32,668.75	\$32,668.75
					07162	12/7/202	\$78.75	\$32,590.00	\$32,590.00
					07346	2/5/2021	\$52.50	\$32,537.50	\$32,537.50
					07464	3/9/2021	\$262.50	\$32,275.00	\$32,275.00
					07515	4/8/2021	\$35.00	\$32,240.00	\$32,240.00
					07670	5/21/2021	\$700.00	\$31,540.00	\$31,540.00
					07956	8/9/2021	\$131.25	\$31,408.75	\$31,408.75
					08051	9/14/2021	\$26.25	\$31,382.50	\$31,382.50
					08355	12/7/2021	\$210.00	\$31,172.50	\$31,172.50
						Project Subtotal	\$8,827.50		\$31,172.50
210178	2021-2	3800 Wynn Road, Kalamazoo Twp.	\$ 25,000.00	\$25,000.00	08138	10/6/2021	\$11,504.97	\$13,495.03	\$13,495.03
					08253	11/4/2021	\$308.51	\$13,186.52	\$13,186.52
					08357	12/7/2021	\$1,102.50	\$12,084.02	\$12,084.02
					08473	1/6/2022	\$897.00	\$11,187.02	\$11,187.02
					08670*	2/18/2022	\$130.00	\$11,057.02	\$11,057.02
						Project Subtoal	\$13,942.98		\$11,057.02
		Phase II ESA	\$ 15,000.00	\$15,000.00					
					08138	10/6/2021	\$9,787.47	\$5,212.53	\$5,212.53
					08253	11/4/2021	\$262.50	\$4,950.03	\$4,950.03
					08357	12/7/2021	\$1,102.50	\$3,847.53	\$3,847.53
					08473	1/6/2022	\$897.00	\$2,950.53	\$2,950.53
							\$12,049.47		\$2,950.53
		BEA/Due Care	\$ 3,000.00	\$3,000.00					
					08138	10/6/2021	\$1,717.50	\$1,282.50	\$1,282.50
					08253	11/4/2021	\$46.01	\$1,236.49	\$1,236.49
					08670*	2/18/2022	\$130.00	\$1,106.49	\$1,106.49
		Brownfield Plan	\$ 4,000.00	\$4,000.00			\$1,893.51		\$1,106.49
		Contingency	\$ 3,000.00	\$3,000.00					
		Total Project Budgets	\$107,000.00	\$107,000.00		Total	\$45,686.73		\$61,313.27

1	Postage Jan-March	
2	April-June	2.37
3	July-Sept.	
4	Oct.-Dec.	
5	Total \$	2.37
6	Printing Jan-March	
7	April-June	
8	July-Sept.	
9	Oct.-Dec.	
10	Total \$	-
11	Office Supplies	
12	Business Cards MW	31.5
13		
14		
15	Total \$	31.50
16	Contractual	
17	ET 3/1/21	\$ 1,512.50
18	ET 5/1/21	\$ 1,050.00
19	ET 6/23/21	\$ 742.50
20	ET 7/7/21	\$ 2,505.00
21	ET 7/7/21	\$ 735.00
22	ET 7/26/21	\$ 1,322.50
23	ET 8/09/21	\$ 70.00
24	ET 9/14/21	\$ 280.00
25	ET 11/18/21	\$ 245.00
26	ET 12/28/21	\$ 365.00
27		
28		
29	Total \$	8,827.50
30	Contractual Op.	
31	ET 3/1/21	\$ 1,900.00
32	ET 5/1/21	\$ 142.50
33	ET 7/26/21	\$ 380.00
34	ET 8/09/21	\$ 95.00
35	ET 9/14/21	\$ 451.25
36		
37		
38		
39	Total \$	2,968.75
40	Site Study	
41	1001 2nd st. Phase 1	\$ 2,070.00
42		
43		
44	Total \$	2,070.00

Other contract		Salaries	
Varnum 7/7 Paper City	\$ 62.00	Salary Lotta Q1	\$ 357.04
Varnum 7/7 100 Island	\$ 1,162.50	Salary R Q1	\$ 13,342.96
Varnum 7/7 100 Island	\$ 775.00	Fringe Q1	\$ 5,000.50
Varnum 7/26 Paper City	\$ 930.00	Salary Lotta Q2	\$ 357.04
Varnum 8/27 100 Island	\$ 283.50	Salary R Q2	\$ 8,143.20
Varnum 9/17 100 Island	\$ 837.00	Fringe Q2	\$ 3,102.59
Varnum 11/18 100 Island	\$ 1,519.00	Salary Q3 R	636.82
Varnum 12/28 100 Island	\$ 635.50	Salary Q3 M	3026.97
		Fringe Q3	1337.28
Total \$	6,204.50	Salary Q4 R	786.66
Communication -internal		Salary Q4 M	9121.82
Network Jan.-March	402	Fringe Q4	3616.59
Network April-June	402		
Network July-Sept.	402.97	Total	48,829.47
Network Oct.-Dec.	402.24		
Total \$	1,609.21		

Communication	
Indeed	0.43
mLive Position posting	450
Indeed	75.81
Indeed	37.32
Go Daddy Website	40.34
Kalcounty.com Hosting	10
Total \$	613.90

Travel	
Mileage - Walters - V.Mill	21
Total \$	21.00

Marketing	
WP Engine Web. Renew.	\$ 300.00
Total \$	300.00

Employee Training	
Blue Tree Web. 11/18	\$240.00
Total \$	240.00

Miscellaneous	
Total \$	-
Indirect 9/17/2021	\$ 8,881.00
County Cost alloc.	\$ 8,881.00

Interest Expense	
Mi Tax Tribunal 11/24	762.73
	0.00
Total	762.73

Total Expenses	\$ 81,361.93
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FUND 247
MWalters 2-24-2022

BRA Fund 247 for 2021	Revenues	Expenses	<i>Estimated Pending reimb.</i>	REV-EXP		
County BRA (acct 247-000-)	1,941.11	-0.10		1,941.21		
Interest	691.11			691.11		
Midlink local TIR tax (acct 247-001-420.00)	472,647.97	47,701.77	220,480.32	204,465.88		
Midlink school TIR tax (acct 247-001-420.01)	478,285.48		394,228.36	84,057		
Midlink 2021 Admin chg			11,762.23			
General Mills local TIR (acct 247-004-420.00)	98,994.82		81,424.15	17,571		
General Mills school TIR (acct 247-004-420.01)	250,000.00		80,959.18	169,041		
General Mills 2021 Admin chg			7,312.88			
9008 Portage Road local TIR (acct 247-003-420.00)	2,331.28			2,331		
9008 Portage Road school TIR (acct 247-003-420.01)	2,444.55	266.00		2,179		
9008 Portage Road Admin Chg			127.77			
Corner @ Drake (247-005-420.00)	283,297.36	243,109.06		40,188		
Corner @ Drake Admin Chg			4,599.67			
555 E. Eliza St. Local TIR (247-006-420.00)	408.76			409		
555 E. Eliza St. School TIR (247-006-420.01)	287.53	36.00		252		
555 E. Eliza St. Admin Chg			15.03			
232 LLC (247-007-420.00)	4,728.47	4,590.00		138		
232 LLC Admin. Chg			82.67			
Blackbird Billiards local TIR (247-008-420.00)	886.80			887		
Blackbird Billiards School TIR (247-008-420.01)	739.96	731.13		8.83		
Blackbird Billiards Admin Chg			30.06			
RAI AZO, LLC local TIR (247-009-420.00)	8,312.75	7,352.58		960.17		
RAI AZO, LLC School TIR (247-009-420.01)	6,360.83	5,769.81		591		
RAI Admin Chg			270.57			
Kalamazoo West Prof Ctr Local TIR (247-010)	7,055.61	5,847.97	1,031.21	176.43		
Kalamazoo West Admin. Chg			97.71			
Metal Mechanics Local TIR (247-011-420.00)	4,704.74	4,468.51		236		
Metal Mechanics School TIR (247-011-420.01)		1,304.68		-1,305		
Metal Mechanics Admin. Chg.			82.67			
Scanell/Project Spartan Local TIR (247-018-420.00)	259,519.70			259,520		
Scanell/Project Spartan School TIR (247-018-420.01)	227,941.95			227,942		
Stryker Local (247-013-420.00)	1,075,630.19			1,075,630		
Stryker School (247-013-420.01)	1,012,980.14	213,038.50		799,942		
Stryker Admin. Chg			37,579.02			
Stadium Park Way Local (247-014-420.00)	66,549.69		12,175.86	54,374		
Stadium Park Way School (247-014-420.01)	94,441.28	12,851.00	94,251.10	-12,661		
Stadium Park Way Admin Chg			2,254.74			
383 S. Pitcher St Local TIR (247-015-420.00)	12,413.92			12,414		
383 S. Pitcher School TIR (247-015-420.01)	8,211.57	20,088.88		-11,877		
383 S. Pitcher Admin Chg			420.88			
Vickburg Mill (247-016)						
Vicksburg Mill Admin. Chg			992.00			
Delta Marriott (247-017) Local TIR	50,878.34					
Delta Marriott School TIR	41,846.07	7,392.00				
Delta Marriott Admin. Chg			751.58			
2 and 10 Mills St. (Environmental Work)						
619 Porter St. (Environmental work)						
BRA ACTUAL TOTAL 2021 AS OF 2-24-2022	4,381,807.57	574,547.79	950,929.66	2,856,330	2,856,330	6,799,410

****Packet updated at 2/24/2022 meeting to reflect pending transaction**

FUND 247
MWalters 2-24-2022

2020-21 Pending remaining of approved Work Orders & Other Expenses					
WO#17 - Gen Env. Consulting, Ammend. #1		85.00			
WO#2018-1 - General Env. Consulting		20.10			
WO#19 - Checker Motors MDEQ SSA grant application			\$1179 + \$58 application		
Interest payment to Mi Tax Tribunal 11/24/2021		762.73			
WO# 2018-2 ET Annual Report Assistance		25			
WO# 2018-3 Website Assistance -Envirologic		42.5			
Bluetree webdesign		240			
Web Hosting		300			
WO# 2019-1 General Environmental Consulting			1,516.25		
WO# 2019-3 General Env. Review 2018 Annual report			447.50		
WO# 2020-1 General Environmental Review ET			7,273.75		
WO#2021-1 General Env. + Admin. Envirologic		17,203.75			
WO#2021-2 3800 Wynn Rd General Env.		5,084.02			
2020 Pending TIF Payments to Developers & other expenses					
Eliza St. 2015-2019 TIF Hold for MDEQ Loan		2,717.37			
RAI AZO School & Interest		1,234			
TOTAL		27,714.20		-27,714.20	6,771,695

unused in 2019
unused in 2019
unused in 2020

Pending reimbursements (with required documentation):

Stryker (and City of Portage)	4,813,736.21
Delta Marriott (pending invoice submittal)	37,510.67
Scannell (pending)	TBD
Blackbirds Billiards (pending)	TBD
Metal Mechanics (pending)	TBD
9008 Portage Road (pending)	TBD
Total Remaining	1,920,448.44

Local Brownfield Revolving Fund - Fund 643	Revenues	Expenditures	REV-EXP	
LBRF (acct 643-000-699.53) - From 2014	\$ 7,416.84		7,416.84	
Transferred from Brown 7/6/2015	\$ 5,659.48		5,659.48	
Transferred from Brown 12/31/2015	\$ 5,299.28		5,299.28	
Transferred from Brown 8/2/2016	\$ 6,479.70		6,479.70	
Transfer from Brown 12/15/16	\$ 6,314.00		6,314.00	
Transfer from Brown 7/27/17	\$ 6,984.90		6,984.90	
Transfer from Brown 1/18/18	\$ 6,478.34		6,478.34	
Transfer from Brown approved 5/24/18 - actual 8/16/18	\$ 8,607.43		8,607.43	
Transfer from Corner @ Drake Actual 8/16/18	\$ 29,537.26		29,537.26	
Transfer Corner @ Drake remaining 2018 8/2/19	\$ 32,737.66		32,737.66	
Transfer Corner @ Drake (- reimb MTT Costco) 8/2/19	\$ 158,072.02		158,072.02	
Transfer from Brown 8/2/19	\$ 11,262.63		11,262.63	
Transfer from Metal Mechanics 10/14/19	\$ 2,309.82		2,309.82	
Transfer from Metal Mechanics School 4/16/20	\$ 677.85		677.85	
Transfer from Corner @ Drake 7/15/20	\$ 211,427.30		211,427.30	\$ 499,264.51
Envirologic WO#31 E. Frank and N. Pitcher St 11/23/20		2966.13	(2,966.13)	
Envirologic WO#2020-3 315 Frank St. Phase IIESA 12/1/20		4516.58	(4,516.58)	
Envirologic WO#2020-3 315 Frank St. Phase IIESA 12/31/20		7901.92	(7,901.92)	
Transfer from Corner @ Drake 7/22/2021	\$ 243,109.06		243,109.06	
Transfer from 2747 S. 11th Street - Delta Marriott 9/27/2021	\$ 2,100.00		2,100.00	
Transfer from Metal Mechanics 9/27/2021	\$ 632.18		632.18	
Transfer from RAI Jets	\$ 11,148.99		11,148.99	
Envirologic WO#2021-2 3800 Wynn Road Phase II ESA		11,504.87	(11,504.87)	
Envirologic WO#2021-2 3800 Wynn Road Phase II ESA		308.51	(308.51)	
Envirologic WO#2021-2 3800 Wynn Road Phase II ESA		1,102.50	(1,102.50)	
Pending Transfer from Midlink 2/24/22	\$ 394,228.36		394,228.36	
Pending Transfer from General Mills 2/24/22	\$ 310,467.33		310,467.33	
Subtotals	1,460,950.43	28,300.51	1,432,649.92	
Fund 643 TOTAL				\$ 1,432,649.92

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