



Memorandum

To: Potential Applicants for Brownfield Funding

Kalamazoo County, through its Brownfield Redevelopment Authority (Authority), is able to potentially provide various types of financial support on redevelopment projects throughout Kalamazoo County. The types of financial support include:

- Tax increment financing;
- Authority grants and loans (subject to availability);
- Access to State and Federal grants and loans (subject to availability);

Certain funding may be used for eligible activities on eligible sites including the following:

- Phase I Environmental Site Assessments
- Phase II Environmental Site Assessments
- Baseline Environmental Assessments
- Due Care Plans
- Hazardous Materials Building Surveys (asbestos and lead)
- Clean-up Planning
- Additional Response Activities
- Demolition
- Lead and Asbestos Abatement
- Site Preparation (City of Kalamazoo, City of Portage)
- Infrastructure Improvements (City of Kalamazoo, City of Portage)

Project funding will be considered by the Authority on a case-by-case basis considering the merits of the proposed project and the funding needed. Criteria for project consideration will include local unit of government support, evaluating potential for re-investment, job creation, availability and condition of infrastructure, environmental issues at the site and other benefits to the community. All grant funded approved activities will be conducted by the County's authorized environmental consultant.

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

There is no fee for a Part I of the Application. Should the Applicant be encouraged to complete and submit a Part II Application, an application fee will be required according to the following Fee Schedule:

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

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

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

Both the application (and the Conditional Reimbursement Agreement) can be found on the KCBRA web page – <https://kalcountybrownfield.com/helpful-links/project-applications/>

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

Please provide general information about your project in a cover letter to the Kalamazoo County Brownfield Redevelopment Authority, in care of Macy Walters at the address above. The Proposed Part I Project Application must be complete and submitted with your cover letter.

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

By accepting incentives from the Kalamazoo County Brownfield Redevelopment Authority (KCBRA), you are agreeing to place a sign at the project site, you are also agreeing to permit the Authority to cite or use any renderings or photographs or other materials of the Project as an example of private/public partnership and brownfield site redevelopment. A sign must be placed on the Property, during rehabilitation/redevelopment, to promote the Project and the Authority's participation in it. A sign may be provided by the Authority, or the developer may include a logo, provided the Brownfield Redevelopment Administrator, on their own collateral. Upon completion of the Project, if the KCBRA has provided a sign, the sign will be returned to the Authority.

By accepting incentives from the KCBRA, you are agreeing to assist and cooperate with the Authority in providing information that the Authority may require in providing necessary reports to governmental or other agencies, including, but not limited to, information regarding the amount of Developer expenditures and capital investments, jobs created, and square footage developed or rehabilitated with respect to the Project.

Based on a review of your completed Part I Application, we will contact you within ten (10) business days to discuss the next steps in the process or if we need additional information. At the meeting when your request is heard you should be present; you will be advised of that date.

Again, if you have any questions, comments or concerns, please do not hesitate to contact us. Kalamazoo County appreciates your interest in the redevelopment of our community.

Best regards,

Macy Rose Walters

Macy Rose Walters, MPA

Brownfield Redevelopment Administrator

Kalamazoo County Planning and Development Department

Phone: (269) 384-8305

Email: mrwalt@kalcounty.com

Please visit www.kalcountybrownfield.com for more information

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY
PART II PROJECT APPLICATION

Kalamazoo County, through its Brownfield Redevelopment Authority (Authority), is able to potentially provide various types of financial support on redevelopment projects throughout Kalamazoo County. This Part II Application has been developed for interested parties requesting potential Brownfield funding on a redevelopment project within Kalamazoo County. Project funding will be considered by the Authority on a case-by-case basis considering the merits of the proposed project. Criteria for project consideration will include local unit of government support, evaluating potential for re-investment, job creation, availability and condition of infrastructure, environmental issues at the site and other benefits to the community. All Grant funded approved activities will be conducted by the County's authorized environmental consultant.

The Part II Application is submitted to the Authority upon invitation subject to an approved Part I Application. The Part II Application requires that an application fee be submitted with the completed Part II Application according to the following Fee Schedule:

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

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

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

Both the application (and the Conditional Reimbursement Agreement) can be found on the KCBRA website:
<https://kalcountybrownfield.com/helpful-links/project-applications/>

A complete Part II Application can be submitted with the application fee to the address and contact noted below.

Planning and Development Department
201 West Kalamazoo Avenue
Kalamazoo, Michigan 49007-3777
ATTN: Kalamazoo County Brownfield Redevelopment Authority

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY
PART II PROJECT APPLICATION

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

1 Date of Application:

Business Information

2 Name of Applicant:

3 Business Address:

4 Business Telephone Number:

5 Contact Person(s) & Title:

6 Contact Person(s) Telephone Number:

7 Contact Person(s) Fax Number:

8 Contact Person(s) Email Address:

Proposed Project Site Information

9 Address(es) (if known):

10 Tax IDs:

11 Project timeline (proposed or actual):

Start date:

Completion Date:

12

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

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

Project Team

Bank/Financing:

Legal Counsel:

Environmental Consultant:

Architect:

Construction Management:

Other:

Proposed Brownfield Funding Requested

13 Total Investment Anticipated:

Land:

New Construction/Site Improvements:

Eligible Brownfield Activities (Specify):

Other (Specify below):

Total Capital Investment:

Funding Sources Requested:

Kalamazoo County Brownfield Redevelopment Authority

Authority Grant/Loan Funding:

Brownfield Plan and Act 381 Work Plan(s):

Other Funding (example EPA Assessment grant funding):

Michigan Department of Environment, Great Lakes, and Energy

Brownfield Redevelopment Grant:

Brownfield Redevelopment Loan:

Brownfield Assessment:

Michigan Economic Development Corporation

Community Revitalization Program Loan and/or Grant:

Business Development Program Loan and/or Grant:

Total Brownfield Funding Requested:

\$		-
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If available, please attach a detailed projection of project costs and proposed funding sources. Categories of costs may include real estate, demolition, environmental, new construction, renovation, new equipment, and other as appropriate.

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

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

Signature on this page is required along with the contact information requested.

I certify that the foregoing is true and accurate to the best of my knowledge and that I am hereby authorized to submit this application on behalf of the proposed project and requesting party

Signature	<input type="text"/>	Date	<input type="text"/>
Title	<input type="text"/>		
Direct office or cell number	<input type="text"/>		
Fax number	<input type="text"/>		
Email address	<input type="text"/>		

If you have questions regarding the application, please contact:

Macy Rose Walters, Brownfield Redevelopment Administrator

Email:mrwalt@kalcounty.com
KCBRA Office: (269) 384-8305

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

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement is made as of [redacted] by and between [redacted] ("Applicant") and The Kalamazoo County Brownfield Redevelopment Authority (the "Authority").

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

[redacted], Michigan, currently owned by [redacted] (the "Site"). If the Authority grants the application

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

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

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

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

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

Kalamazoo County Brownfield Redevelopment Authority

By:

Its pursuant to resolution of the Authority dated:

Developer:

By:

Authorized Agent

Address of Developer

Name	<input type="text"/>
Street/Number	<input type="text"/>
City, State, Zip	<input type="text"/>
Phone	<input type="text"/>
Fax	<input type="text"/>
Email	<input type="text"/>