
KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

MEETING DATE: Thursday, October 22, 2026
PLACE OF MEETING: 201 W. Kalamazoo Ave. Kalamazoo, MI 49007 Room 207A
TIME: 3:00 pm

AGENDA

Link to join Webinar

<https://us02web.zoom.us/j/85921428104>

Webinar ID: 859 2142 8104

1. Call to Order: 3:00
 2. Roll Call and Members Excused
 3. Approval of the Agenda
 4. Approval of Minutes: BRA Minutes of September 22, 2026
 5. Public Comments (4 minutes each)
 6. Consent Agenda
 - a. **From General Fund:**
 - i. **\$22,756.92** - FY26Q3 Reimbursement to Planning Dept
 - ii. **\$36,261.50** – MEDC Invoice 2025 SET Payment
 - iii. **\$1,223.75**– Fishbeck Invoice 470926 (W.O. 2026-1 Gen. Env.)
 - b. **From Local Brownfield Revolving Fund:**
 - i. **\$72.50** – Fishbeck Invoice 470796 (W.O. 2026-5 KNAC Abatement)
 - ii. **\$10,250.00** – Fishbeck Invoice 470924 (W.O. 2026-3 MRC Ind.)
 - iii. **\$5,000.00** – Fishbeck Invoice 470559 (W.O. 2026-4 Hope THRU Nav)
 - c. **Project Business:**
 - i. **The Mill at Vicksburg – Paper City Development, LLC**
 1. **\$398.47** - FY26Q4 Admin Invoice for EGLE Loan (State Fiscal Year)
 2. FY26Q4 Authorization for Staff to Submit Final EGLE Loan Report
 - ii. **Kalamazoo Plating Works – 436 W. Willard Street**
 1. **\$341.54** – FY26Q4 Admin Invoice for EGLE Grant (State Fiscal Year)
 2. FY26Q4 Authorization for Staff to Submit EGLE Grant Report
 - d. **KCBRA Business:**
 - i. KCBRA 2027 Meeting Calendar
 7. Discussion and/or Action Calendar
 - a. **Action:** 1701 Centre Street Reimbursement Agreement with City of Portage Draft
 - b. **Action:** Michigan Housing Partnership, LLC Development Agreement Draft
-

- c. **Action:** 555 Eliza St/ 200 Lee St. LBRF Request Loan Repayment Agreement Draft
- d. **Action:** Maple Hill Leaseholds Reassignment Draft
- e. **Discussion:** Fishbeck General Environmental Memo & Billing Summary
- f. **Action:** KCBRA General Environmental Consultant Contract Addendum #5
- g. **Action:** KCBRA 2026 Board Retreat Notes

8. Financial Reports

- a. **Discussion:** KCBRA General Fund 243 Q3 Report
- b. **Discussion:** KCBRA Local Brownfield Revolving Fund 242 Report

9. Staff Report/Updates

- a. Submitted Kalamazoo Plating Works Grant FY26Q4 Grant Estimate to EGLE 9/29/26
- b. 555 Eliza street EGLE Loan Payoff Letter Received on 9/30/26
- c. Cooper Corners, LLC Brownfield Plan Pending for November
- d. West Main 1, LLC Draft Development Agreement Pending for November
- e. Final KCBRA 2025 Annual Report

10. Other

11. Board Member Comments

12. Adjournment

Next Regular Meeting: Thursday, November 19, 2026, at 3:00 p.m.

NEXT MEETING HELD ON THE THIRD THURSDAY OF THE MONTH

Room 207a, County Admin Bldg. - Or alternatively, held electronically or via teleconference. Please see the KCBRA website at www.kalcountybrownfield.com for electronic meeting notice and instructions

BOARD MEMBERS:

PLEASE CALL 384-8305 OR EMAIL MACY.WALTERS@KALCOUNTY.GOV
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 Rose Walters, MPA
Brownfield Redevelopment Administrator
Kalamazoo County Government
201 West Kalamazoo Avenue
Kalamazoo, MI 49007 TELEPHONE: (269) 384-8305



KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

MEETING DATE: Thursday, September 24, 2026
PLACE OF MEETING: 201 W. Kalamazoo Ave. Kalamazoo, MI 49007 Room 105
TIME: 3:00 pm

DRAFT – MINUTES

Present: Christopher Carew, Chad Goodwill, Chas Hammond, Jared Lutz, Kenneth Peregon and Andrew Wenzel

Members Excused: Lana Escamilla, Jodi Milks, and Commissioner Morales

Vacancies: none

Kalamazoo Township: Ashley Glass (virtual)

Oshtemo Township: none

Staff: Macy Rose Walters, Brownfield Redevelopment Administrator

Consultant: Therese Searles, Fishbeck

Recording Secretary: Macy Rose Walters

County Commissioners: none

Community: 1

1. Call to Order: **Chair Peregon called the meeting to order at 3:06 p.m.**
 2. Roll Call and Members Excused: **Lana Escamilla, Jodi Milks, and Commissioner Morales were excused. Director Goodwill left the meeting early at 4:39 p.m. Six (6) voting members of nine (9) board of directors were present.**
 3. Approval of the Agenda:

Director Goodwill moved to approve item 3, the agenda, Director Hammond seconded. None opposed, motion carried.
 4. Approval of Minutes: BRA Minutes of August 27, 2026

 Director Carew noted discrepancies in his name in the minutes.

Director Carew moved to approve Item 4, as amended Director Lutz seconded. None opposed, motion carried.
 5. Public Comments: (4 minutes each)
 6. Consent Agenda
 - a. **From General Fund:**
 - i. **\$2,682.50** – Fishbeck Invoice 469978 (W.O. 2026-1 Gen. Env.)
 - b. **From Local Brownfield Revolving Fund:**
 - i. **\$36.25** – Fishbeck Invoice 469629 (W.O. 2026-5 KNAC Abatement)
 - ii. **\$4,125.00** – Fishbeck Invoice 469627 (W.O. 2026-3 MRC Ind.)
-

Director Goodwill moved to approve Item 6 as presented, Director Carew seconded. None opposed, motion carried.

7. Discussion and/or Action Calendar

a. Action: 1701 Centre Street Brownfield Plan – City of Portage

i. Draft Loan Repayment Agreement between KCBRA, AEH, and Homeowner

The KCBRA's legal counsel, Elliot Berlin from Varnum was available virtually for the discussion. Discussion ensued related to proposed changes by the directors. The following corrections were requested:

- Change the "city commission" to "city council" on Loan Repayment Agreement (LRA) recitals page
- Item 7c on LRA change language to read as the homeowner presenting the KCBRA with a 3rd party agency for the escrow account for their home insurance
- Take out the extra "not" and update the language in item 11 to "no shall"

Director Wenzel moved to approve item 7ai, authorizing the chair to sign the agreement, and as amended authorizing staff and KCBRA legal counsel to make the proposed changes, director goodwill seconded. A Roll Call Vote was taken, the motion carried with five (5) Yes, zero (0) No, and one (1) abstained. Director Lutz abstained from discussion and voting.

ii. Draft Homeowner Mortgage for LBRF Loan

- Change the County to the Kalamazoo County Brownfield Redevelopment Authority in the Mortgage Document Recitals
- KCBRA legal counsel noted the legal description will still need to be added to the mortgage doc

b. Action: KCBRA Fund 243 Budget Adjustment

Director Hammond moved to approved item 7b as presented, Director Wenzel seconded. None opposed, motion carried.

c. Discussion: Fishbeck General Environmental Memo & Billing Summary

i. General Environmental Consulting Work Order 2026-1 Amendment No. 2

Director Goodwill moved to approve item 7ci as presented, Director Lutz seconded. None

opposed, motion carried.

d. **Action:** KCBRA 2025 Annual Report

Discussion ensued related to minor formatting and grammatical changes.

Director Lutz moved to approve item 7d, authorizing staff to make minor changes to the report, Director Hammond seconded. None opposed, motion carried.

e. **Discussion:** KCBRA General Environmental Consultant RFP Timeline

Discussion ensued related to the quality of services the KCBRA receives from their current consultant. There was consensus from the board that they are happy with the service provided by the consultants, and they would like to continue with those services for another two years while they complete other contractual obligations like state grants that the consultant is administering on behalf of the KCBRA. Staff was directed to make addendum #5 for the KCBRA's consideration at the next regular meeting.

8. Financial Reports: **Staff Presented the Financial Reports.**

- a. **Discussion:** KCBRA General Fund 243 Report
- b. **Discussion:** KCBRA Local Brownfield Revolving Fund 242 Report

9. Staff Report/Updates: **Staff Presented Updates**

- a. Maple Hill Leaseholds, LLC Reassignment of TIF to Fox Motors Pending
- b. West Main 1, LLC BFP Adopted by KCBOC on 9/1/26
- c. West Main 1, LLC BFP Draft Development Agreement Pending
- d. 555 Eliza Street Draft Loan Repayment Agreement Pending
- e. Michigan Housing Partnership, LLC Draft Development Agreement Pending
- f. Michigan Housing Partnership, LLC Draft Act 381 Workplan Pending
- g. Attended the Kalamazoo County Land Bank Meeting on 9/10/26
- h. Cooper Corners, LLC Ad-Hoc Committee Meeting Update
- i. Received Compliance from MEDC on 9/15/26 for 2025 BFP Annual Reports
- j. Attended Oshtemo Township SoDA and Joint Board Meetings on 9/15/26
- k. Staff and KCBRA Directors attended the MRC Industries Building for Belonging Capital Campaign event and site tour on 9/15/26
- l. **KCBRA Board Retreat on October 9 from 10am-1pm at Fishbeck Kalamazoo Offices**

10. Other: **None**

11. Board Member Comments: **Director Wenzel said they would be attending the MEDC's Economic Development Stakeholder event in Lansing, MI to represent the Economic Development Corporation of the County of Kalamazoo.**
12. Adjournment: **the meeting adjourned at 4:45 p.m.**

Next meeting: Thursday, October 22, 2026, at 3:00 p.m.

Will be held in the Planning Department on the fourth floor in room 407

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 269-384-8305 OR EMAIL MACY.WALTERS@KALCOUNTY.GOV
IF YOU ARE UNABLE TO ATTEND THE MEETING**

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

Phone: (269) 384-8112 • Email: rachael.grover@kalcounty.gov

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

Invoice No.	BRA-3-2026
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DATE	DUE DATE
09/30/26	--

DATE	DESCRIPTION	Cost	Qty	AMOUNT
09/30/26	2026 BRA administration hours - Q3 County Pay Periods 13-18 (6/15/26- 9/6/26) Macy Walters (Salaries, Others) 416 BRA hrs Billed to Planning Dept. Fringe Benefits Rate of 40% (7 hrs at \$40.66 w/40% fringe rate Billed to EGLE Loan) (6 hrs at \$40.66 w/40% fringe rate Billed to EGLE Grant)	 16,783.52 6,713.41 (398.47) (341.54)	 1 1 1 1	 16,783.52 6,713.41 -398.47 -341.54
THANK YOU! ☺		TOTAL --->		22,756.92

COST BASED ON ACTUAL TOTAL OF BRA HOURS RECORDED FROM COUNTY PAYROLL w/ 40% FRINGE ADDED TO TOTAL BROWNFIELD REPORTED HOURS

October 9, 2026

Macy Walters
County of Kalamazoo BRA
201 West Michigan
Kalamazoo, MI 49007

Invoice: INV-0000685

Dear Macy Walters,

Legislative changes occurred on December 28, 2012, permitting the State of Michigan to collect 3 out of the 6 mill State Education Tax annually on new Act 381 Work Plan projects to provide future funding for Brownfield Grants and Loans. The County of Kalamazoo BRA had Work Plan projects approved by the Michigan Strategic Fund (MSF) and/or the Department of Environment, Great Lakes, and Energy Quality (EGLE) after January 1, 2013.

Project Information is listed below:

Project Name	Site Number	Annual Report Metric Number	Reported Calendar Year	Amount Due
9008 Portage Road	SITE-00000563	M-0000158904	2025	\$392.50
383 S. Pitcher Street	SITE-00001633	M-0000158908	2025	\$1,356.00
The Mill at Vicksburg	SITE-00001850	M-0000158907	2025	\$4,119.00
Blackbird Billiards	SITE-00001490	M-0000160215	2025	\$114.00

Graphic Packaging International, LLC	SITE-00001871	M-0000160385	2025	\$18,525.00
555 E. Eliza Street	SITE-00001351	M-0000160425	2025	\$11,755.00
Subtotal Amount Due				\$36,261.50

Previously Unreported Years (if applicable):

Project Name	Site Number	Annual Report Metric Number	Previous Year(s) Being Reported	Amount Due
Previously Unreported Subtotal Due				\$0.00

Total Amount Due		\$36,261.50
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Please remit payment of above total amount by **12-08-2026**.

The Amount Due is calculated directly from information entered in the Portal, and submitted by your jurisdiction. If you feel the Amount Due is not accurate, please contact MEDC Brownfield Staff at brownfield@michigan.org or (888) 522-0103, to adjust your reporting.

****See last page for payment information****



Planning & Development Department

201 West Kalamazoo Avenue, Rm. 407 • Kalamazoo, Michigan 49007

Phone: (269) 384-8112 • Email: rachael.grover@kalcounty.gov

INTER-OFFICE INVOICE

BILL TO

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

Invoice

Invoice No.	BRA-EGLE GL Q4 2026
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DATE	DUE DATE
10/08/26	--

DATE	DESCRIPTION	Cost	Qty	AMOUNT
10/08/26	2026 BRA EGLE Mill Loan admin. hours County Pay Periods 7-12			
	BRA (BRA70390-L-99200-00001 Loan Admin Expense)			
	Macy Walters Loan (7 hours)	284.62	1	284.62
	Fringe Benefits 40%	113.85	1	113.85
	Rachael Grover Loan 0 hours)	-	1	-
	Fringe Benefits 40%	-	1	-
THANK YOU! ☺		TOTAL --->		\$ 398.47



Planning & Development Department

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INTER-OFFICE INVOICE

BILL TO

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

Invoice

Invoice No.	BRA-EGLE KPW G FY26Q4
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DATE	DUE DATE
09/30/26	--

DATE	DESCRIPTION	Cost	Qty	AMOUNT
09/30/26	2026 BRA EGLE KPW Grant Admin Hours County Pay Periods 7-12			
	BRA 436 W Willard Stret EGLE Grant Admin Expense			
	Macy Walters Loan (6 hours)	243.96	1	243.96
	Fringe Benefits 40%	97.58	1	97.58
		-	1	-
		-	1	-
THANK YOU! ☺		TOTAL --->		\$ 341.54



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY

**REMEDATION AND REDEVELOPMENT DIVISION
BROWNFIELD ASSESSMENT AND REDEVELOPMENT SECTION
GRANT FINANCIAL STATUS REPORT**

Grantee / Vendor Name: **Kalamazoo County BRA**

Tracking Code: **2026-3595**

Project Name: **Kalamazoo Plating Works**

Grant Given Number: **26*4203**

Report Period: From:

9/1/2026

To:

9/30/2026

Contact Name: **Macy Walters**

Contact Number: **269-384-8305**

Contact Email: macy.walters@kalcounty.gov

EXPENDITURES

List all expenditures for the report period and attach invoices from contractors and subcontractors

Vendor	Invoice Number	Task Number	Amount
KCBRA	BRA-EGLE KPW G FY26Q4	4	341.54
Fishbeck	470925	1	1,493.75
Fishbeck	470925	4	72.50

Progress Report

TASK	Expended this period	Expended to date	Project Budget	Balance to date	Activity this period
1 - Due Care	\$ 1,493.75	\$ 1,493.75	\$ 576,700.00	\$ 575,206.25	Work Plan #1 prep and grant kickoff meeting
2 - EGLE Grant Closeout Report	\$ -	\$ -	\$ 5,000.00	\$ 5,000.00	
3 - EGLE Sign	\$ -	\$ -	\$ 500.00	\$ 500.00	
4 - Grant Administration	\$ 414.04	\$ 414.04	\$ 21,000.00	\$ 20,585.96	Grant kickoff meeting (county) and prep of year end estimate
5 - Contingency	\$ -	\$ -	\$ 96,800.00	\$ 96,800.00	
-	\$ -	\$ -	\$ -	\$ -	
-	\$ -	\$ -	\$ -	\$ -	
-	\$ -	\$ -	\$ -	\$ -	
-	\$ -	\$ -	\$ -	\$ -	
-	\$ -	\$ -	\$ -	\$ -	
-	\$ -	\$ -	\$ -	\$ -	
Task Subtotal	\$ 1,907.79	\$ 1,907.79	\$ 700,000.00	\$ 698,092.21	

Additional Comments / Project Narrative: Only pre-approved activities completed this quarter: grant kickoff meeting, preparation of work plan #1 (underway), and preparation of year-end estimate

GRANT AMOUNT	Expended this period	Expended to date	Project Budget	Balance to date
Total	\$ 1,907.79	\$ 1,907.79	\$ 700,000.00	\$ 698,092.21

STATEMENT OF REVIEW AND APPROVAL

"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the grant. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims, or otherwise."

Name: **Macy Rose Walters**

Signature:

/s/ (For electronic signature: click box below and type name here after /s/Macy Rose Walters)



I agree to the use of electronic signatures with EGLE

Kalamazoo Plating Works Grant Administration Project # 2026-3595							
Date	Time (hours)	Quarter 4 (State FY2026) Description	Staff (#)	Rate (\$)	Fringe (%)	Total Cost	Fiscal Quarter
9/10/2026	4	Legal Document Preparation - walters	1	40.66	40	\$ 227.70	3
9/16/2026	2	Meeting with Developer & EGLE - walters	1	40.66	40	\$ 113.85	3
Total hours		6	Total Q4 Loan Admin costs			\$ 341.54	

walters 6
Grover 0

\$243.96 hours
\$97.58 fringe
\$341.54

*note walters salary increase in July

Payment Options

NEW: Remit Wire/ACH payments to Acct: 585033205 ABA: 072000326
Remit checks to: 1515 Arboretum Drive, SE, Grand Rapids, Michigan 49546
Remittance Advice: accounts.receivable@fishbeck.com
616.575.3824
Federal I.D. No. 38-1841857 | Incorporated

Kalamazoo County Brownfield Redevelopment Authority
201 West Kalamazoo Avenue
Kalamazoo
Kalamazoo, MI 49008

October 08, 2026
Project No: 2601316.00
Invoice No: 000000470925

Invoice Total	1,566.25
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Project 2601316.00 KCBRA/Kalamazoo Plating Works EGLE Grant
For Professional Services through September 30, 2026

Phase T-1, Work Plan 1
Labor

		Hours	Rate	Amount	
Senior Environmental Specialist	9/15/2026	.50	185.00	92.50	
Meeting on WP 1					
Senior Environmental Specialist	9/16/2026	1.50	185.00	277.50	
Prep of WP 1, kick off meeting and discussion of costs and sequencing					
Senior Geologist	9/16/2026	2.50	145.00	362.50	
1.5 grant kickoff meeting with EGLE, 1.0 work plan prep					
Senior Geologist	9/17/2026	.25	145.00	36.25	
Work Plan 1 prep					
Senior Geologist	9/24/2026	1.00	145.00	145.00	
Work Plan 1 prep					
Senior Geologist	9/29/2026	3.50	145.00	507.50	
Work Plan 1 prep					
Senior Geologist	9/30/2026	.50	145.00	72.50	
Work Plan 1 prep					
Totals		9.75		1,493.75	
Total Labor					1,493.75
Total this Phase					1,493.75

Phase T-4 Grant Administration
Labor

		Hours	Rate	Amount	
Senior Geologist	9/29/2026	.50	145.00	72.50	
prepare Year end estimate					
Totals		.50		72.50	
Total Labor					72.50
Total this Phase					72.50

Billing Limits	Current	Prior	To-Date
Total Billings	1,566.25	0.00	1,566.25
Limit			13,500.00
Remaining			11,933.75
Total this Invoice			<u><u>1,566.25</u></u>



PUBLIC NOTICE

Kalamazoo County Brownfield Redevelopment Authority Room 207-A of the County Administration Building

PLEASE BE ADVISED, The Kalamazoo County Brownfield Redevelopment Authority (KCBRA) conducts regular meetings on the fourth Thursday of each month (unless otherwise noted) at 3:00 p.m. The meetings are held in Room 207-A of the Kalamazoo County Administration Building, 201 W. Kalamazoo Avenue, Kalamazoo. Check the KCBRA website main page for the most up-to-date information: <https://kalcountybrownfield.com/>

The KCBRA is scheduled to meet on the following dates in **2027**:

January 28, 2027
February 25, 2027
March 25, 2027
April 22, 2027 Annual meeting
May 27, 2027
June 24, 2027
July 22, 2027
August 26, 2027
September 23, 2027
October 28, 2027
November 18, 2027 (Note: 3rd Thursday)
December 16, 2027 (Note: 3rd Thursday)

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Planning & Development Department
Kalamazoo County Government
201 West Kalamazoo Avenue
Kalamazoo, MI 49007
Phone: (269) 384-8305,
macy.walters@kalcounty.gov

BROWNFIELD PLAN REIMBURSEMENT AGREEMENT

THIS BROWNFIELD PLAN REIMBURSEMENT AGREEMENT (the "Agreement"), is entered into as of the latter date of the signatures below, between City of Portage Brownfield Redevelopment Authority, a Michigan public body corporate, ("BRA"), whose address is 7900-South Westnedge Ave., Portage, MI 49002, and Kalamazoo County Brownfield Redevelopment Authority, a Michigan public body corporate, (the "County"), whose address is 201 W Kalamazoo Ave. Kalamazoo, MI 49007.

Recitals

A. Whereas, the BRA and the (municipality) City of Portage ("City") have determined that brownfield redevelopment constitutes the performance of an essential public purpose which protects and promotes the public health, safety and welfare.

B. Whereas, the City established the BRA and adopted a Brownfield Plan (the "Plan"), pursuant to the provisions of PA, 1996, Act 381, being MCL 125.2651, et seq., ("Act 381") on, _____. The Plan is attached as Exhibit A and is incorporated by reference into this Agreement.

C. Whereas, Act 381 permits the use of the real and personal property tax revenues generated from the increase in the assessed value of property ("Tax Increment Revenues" or "TIR") within the Plan following redevelopment of such property to pay or reimburse the payment of costs of conducting Eligible Activities (these costs are referred to as "Eligible Costs"); and unless developer is a liable party for the site contamination, permits the reimbursement to Developer of Eligible Costs it has incurred.

D. Whereas, the County intends to provide a loan (the "Loan"), from its Local Brownfield Revolving Fund ("LBRF") to Homeowner and the Developer Allen Edwin Residential Builders, LLC, a Michigan limited liability company, whose address is 2186 E Centre Street, Portage, MI 49002 (the "Developer") to cover Eligible Costs for the development of the parcel (the "Eligible Property") totaling approximately 0.468 acres in the City of Portage in accordance with the Plan. The property, defined below, is deemed an "Eligible Property," under Act 381. Nafees Ali, a Michigan resident, whose address is 1706 W. Centre Ave, Portage, MI 49002 ("Homeowner") is the owner of the Eligible Property. The rights and responsibilities of the Developer, the Homeowner, and the County are found in a separate Loan Repayment Agreement Attached as Exhibit B. The legal description of the Eligible Property is found in Exhibit C.

E. Whereas, The BRA and County desire to establish the terms and conditions upon which the BRA shall utilize TIR captured pursuant to the Plan to reimburse the County for providing the Loan to the Homeowner and the Developer for the Eligible Costs undertaken by the Developer on the Eligible Property. The Developer, the Homeowner, and the County together will be referred to as the "Development Parties".

Whereas, the Developer is proposing to redevelop the Eligible Property by constructing the rehabilitation of a single-family home for the benefit of the Homeowner. The project will require the Developer to incur Eligible Costs associated with Qualified Rehabilitation Activities which will include rehabilitation that will bring the structure into conformance with minimum local building code standards for occupancy and improve the livability of the residence while meeting minimum local building code standards (the "Project").

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

1. Recitals. The above recitals are acknowledged as true and correct and are incorporated by reference into this paragraph.
2. The Plan. The Plan, approved by the BRA, is attached as Exhibit A and incorporated as part of this Agreement. To the extent provisions of the Plan or this Agreement conflict with Act 381, Act 381 controls.
3. Term of Agreement. At any time following the completion of the Project, capture will begin in the first full year after the County has received documentation from the Developer of the Eligible Cost associated with the Project, and will continue until full reimbursement of the County for the amount of the Loan advanced to Developer, on Homeowner's behalf, as reimbursement for Eligible Costs incurred by the Developer for those Eligible Activities set forth in the Brownfield Plan, which shall not exceed 30 years of capture, and the BRA will not capture an additional five (5) years for the Local Brownfield Revolving Fund.

Additionally, the Eligible Costs for the Eligible Activities shall not exceed \$123,386.00.

In addition to the above, the BRA is entitled by Act 381 to capture TIR generated by this Project for certain administrative operating expenses incurred by the BRA. However, as stated in the Brownfield Plan, Exhibit A, the BRA is electing to waive any administrative operating expenses incurred by the BRA and all TIR generated will be reserved for reimbursement to the County, with the exception of 50% of available State Education Tax due to the State of Michigan.

4. Eligible Activities. The Eligible Activities are described in Table 1, "Eligible Activity Cost Estimates" in the Plan and further defined in any approved Act 381 Work Plan. The BRA will reimburse the County for the amount of the Loan advanced to Developer, on Homeowner's behalf, as reimbursement for Eligible Costs incurred on or after the date of the inclusion of the Project in the Plan, which may include Qualified Rehabilitation Activities, and a 15% contingency.
5. Reimbursement Source. During the term of this Agreement and except as set forth in Paragraph 5 below, the BRA shall reimburse the County, as limited under this Agreement, from all applicable collected ad valorem real and personal property taxes on the Property that are subject to recapture under the Plan.
6. Reimbursement Process.

6.1 Cost Reimbursement Request. Before May 1 of the year after Developer has completed construction of the Project (and in no event more than two years following completion of the Project) the County shall submit to the BRA the Eligible Costs Reimbursement Form, that it received from the Developer that identifies the costs of each of the Eligible Activities completed as described in Paragraph 4. Prior to submitting the completed Eligible Cost Reimbursement Form, the County must be satisfied that the documentation of the Eligible Costs incurred by the Developer is accurate and the cost are eligible. Once the County has completed its review, this shall be considered a "Completed Request."

6.2 BRA Review. The BRA shall review the Completed Request within 30 days after receiving it. If the BRA determines that the documentation submitted by the County is not complete, the BRA must provide written notice to the County of the deficiency, and then the County must request from the Developer any additional documentation of the Eligible Costs as deemed reasonable and necessary by the BRA to complete its review.

6.3 Reimbursement. Once summer and winter taxes are collected and captured on the Eligible Property, the BRA shall pay the amount of the Loan advanced to Developer, on Homeowner's behalf, as reimbursement for approved Eligible Costs to the County within 60 days of receipt of the Completed Request from such available TIR as stated in the Plan and under this Agreement. Consistent with the Tax Increment Revenue reimbursement schedule in the Plan, the BRA shall forego their portion of the capture for Administrative Costs, reserving 100% of available TIR to reimburse the County. If there are insufficient Tax Increment Revenues available in any given year to reimburse all of the Eligible Costs for Eligible Activities, as described in Paragraph 4, then the BRA shall reimburse the County only from available Tax Increment Revenues. The County shall receive the available Tax Increment Revenue, less any required State Education Tax due to the State of Michigan Brownfield Fund, during the term of this Agreement, until all the amounts for which submissions have been made have been fully paid to the County, or the repayment obligation expires, whichever occurs first.

6.4 Method of Reimbursement. The BRA will reimburse the County as follows, or as the County shall specify in writing:

Checks shall be payable to: The Kalamazoo County Brownfield Redevelopment Authority

Delivered to the following address:

The Kalamazoo County Brownfield Redevelopment Authority
201 W. Kalamazoo Ave. Kalamazoo, MI 49007
ATTN: Brownfield Redevelopment Administrator

Contingencies: The obligation to reimburse the County is contingent on the Developer's completion of the Project on the Property.

7. Adjustments. The parties acknowledge that adjustments regarding the amount of TIR paid to the County may occur under any of the following circumstances:

7.1 Audit or Court Ruling. If either a state agency of competent jurisdiction conducting an audit of payments made to the County under this Agreement or a court of competent jurisdiction determines that any portion of the payments made to the County under this Agreement is unlawful under Act 381, subject to the limitations provided in this section, the County shall pay back to the BRA that portion of the payments made to the County within 30 days of such determination or the County's receipt of such amounts from Homeowner, whichever is later. However, the County shall have the right, before any such repayment is made to appeal on its or the BRA's behalf any such determination made by a state agency or court, and the BRA agrees to cooperate with the Development Parties in any such appeal. If the Development Parties are unsuccessful in that appeal, then, subject to the limitations provided in this section, the County shall repay the portion of payments found to be unlawful to the BRA within thirty (30) days of the date when the final determination is made or the County's receipt of such amounts from Homeowner, whichever is later. Notwithstanding anything to the contrary in this Section, the County's obligation to pay the BRA any amount described in this Section is limited to the extent that the County is able to actually recover such amount (less the County's costs in pursuing such recovery) from Homeowner pursuant to the Loan Repayment Agreement.

8. BRA Commitments. the BRA agrees to the following:

8.1 Tax Incremental Revenues. To utilize TIR to reimburse County for Eligible Costs incurred by the Development Parties in completing the Project as detailed above.

9. Legislative Authorization. This Agreement is governed by and subject to the restrictions set forth in Act 381. If there is legislation enacted in the future which alters or affects the amount of TIR subject to capture for Eligible Activities, then the County's rights and the BRA's obligations under this Agreement may be modified accordingly by written agreement of the parties.

10. Freedom of Information Act. The parties acknowledge that all documents submitted under this agreement may be subject to release under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976 ("FOIA"), and that the City and/or County have the final determination regarding to what extent such documentation should be released, partially or in their entirety depending upon which governmental unit the FOIA is filed with. No claim of trade secrets or other privilege or exception to FOIA will be asserted by Developer as it relates to this Agreement or such other documents.

11. Plan Modification. The Plan and this Agreement may be modified to the extent allowed under Act 381 by mutual agreement of the parties.

12. Notices. All notices and other communications required or permitted under this Agreement are effective only if done in writing and delivered (i) personally, (ii) one day after being sent by overnight courier, or (iii) three days after being mailed by registered mail, return receipt requested, to the following addresses (or any other address that is specified in writing by either party) or (iv) via email, as indicated

If to the BRA:

Chairperson
Brownfield Redevelopment Authority
c/o Deputy Director of Economic Development
City of Portage Community Development Dept.
7900 S. Westnedge Ave, Portage, MI 49008
hallberj@portagemi.gov

If to the County:

Brownfield Development Administrator

Kalamazoo County Brownfield Redevelopment
Authority
201 W. Kalamazoo Ave.
Kalamazoo, MI 49007
Macy.walters@kalcountry.gov

13. Events of Default. During the term of this Agreement any of the occurrences listed below may considered a default and may entitle the parties, with notice, to exercise any of their rights under Paragraph 14.

13.1 Reimbursement of Eligible Costs. Failure by the BRA to reimburse County with available TIR generated by the development in accordance with Section 6.3.

14. Default Remedies. If the parties fail to cure any event of default within thirty (30) days of written notice of the default, the sole remedy of a default, if by the County, is limited to forfeiture of the portion of future TIR related to the event of default from the date of the BRA's notice of default, and if by the BRA, recoupment of TIR to which the County is entitled.

15. Governing Law. This Agreement is governed under applicable Michigan law. Both parties had the assistance of legal counsel in the negotiation and preparation of this Agreement. Therefore, no construction or ambiguity of this Agreement is resolved against either party.

16. Binding Effect/Third Parties. This Agreement is binding on and shall inure to the benefit of the parties to this Agreement and their respective successors. This Agreement may not be assigned by any party without the prior written consent of the other party.

17. Waiver. A party does not waive any of its rights under this Agreement if that party fails to complain about an act or omission by the other party, no matter the duration of such act or omission. And a waiver by either party, whether expressed or implied, of any breach of a provision in this Agreement is not considered a waiver or consent to any subsequent breach of this same or other provision.

18. Authorization. The parties represent and warrant that the individuals executing this agreement are authorized to do so on their behalf.

19. Entire Agreement/Counterparts. This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them. This Agreement may be signed in counterparts, which together shall comprise a single agreement.

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

21. Definitions. The terms set forth in this Agreement shall have the same meaning as commonly used, except any term that is defined under FOIA, Act 381, or any other applicable state statute shall have the meaning set forth under that statute, as such may be amended.

[Signature page to follow.]

Dated: _____, 2026

CITY OF PORTAGE
REDEVELOPMENT AUTHORITY

BROWNFIELD

By: _____

Its: Chairperson

Dated: _____, 2026

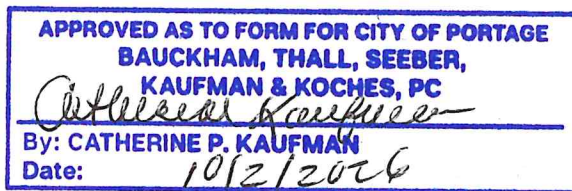
KALAMAZOO COUNTY
REDEVELOPMENT AUTHORITY

BROWNFIELD

By: _____

Its: Chairperson

- Exhibit A – Brownfield Plan
- Exhibit B – Loan Repayment Agreement
- Exhibit C – Legal Description
- Exhibit D – Cost Reimbursement Form



BROWNFIELD PLAN DEVELOPMENT AGREEMENT

THIS BROWNFIELD PLAN DEVELOPMENT AGREEMENT (the “Agreement”), is entered into on _____, 2026, by and among the **KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporate established pursuant to Act 381 of the Public Acts of 1996, as amended, MCL 125.2651 et seq. (“Act 381”), whose address is 201 W. Kalamazoo Avenue, Room 101, Kalamazoo, Michigan 49007 (the “Authority”), **THE CITY OF GALESBURG** (“City”), a Michigan public body corporate, whose address is 200 East Michigan Ave. Galesburg, MI 49053 and **WFH MIDWAY CENTER, LLC**, a Michigan limited liability company, whose address is 2186 E Centre Avenue, Portage, Michigan 49002 (the “Developer”). The Developer and the City together will be referred to as the “Development Parties.”

RECITALS

WHEREAS, the Authority, The City of Galesburg (the “City”), and Kalamazoo County (the “County”) have determined that brownfield redevelopment constitutes the performance of an essential public purpose which protects and promotes the public health, safety and welfare.

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

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

WHEREAS, Act 381 permits the use of the real and personal property tax revenues generated from the increase in value (the “Increment”) to brownfield sites constituting Eligible Property under Act 381 resulting from their redevelopment to pay or reimburse the payment of eligible costs of conducting Eligible Activities, including without limitation, the Financing Gap (as defined below) (these costs are referred to as “Eligible Costs”) and, unless Developer is a liable party for the site contamination, permits the reimbursement to Developer of Eligible Costs it has incurred.

WHEREAS, Developer, owns four (4) parcels totaling approximately 13.78 acres of land, on Blake Boulevard, Galesburg, MI, Parcel ID(s): 07-24-201-250; 07-24-140-020; 07-24-140-030; 07-24-140-010 (the “Property”) and legally described on the attached Exhibit A.

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

WHEREAS, The Developer is proposing to redevelop the Property by preparing the site for development to make way for 52 new housing units. The Development is expected to include approximately 42% income-restricted units (the “Income Restricted Units”) as rental units available to renters with an average Household Income average of 120% Area Median Income

(“AMI”) or lower and rents at not more than 100% of AMI. The Development is estimated to include sixteen (16) single family homes and six (6) duplex units for the duration of the Affordability Period (as defined herein). The balance of the units (approximately 30 single family homes) are expected to be available for sale at market rates. The total capital investment on the Project is expected to be approximately \$17,000,000. Based on the specific housing need and job growth data in the area, the absorption of these new residential units is expected to be accelerated. (collectively the “Project”).

WHEREAS, the Project will require the Developer to incur Eligible Costs associated with certain Eligible Activities including, assessment activities related to a Phase I Environmental Assessment, site demolition, infrastructure improvements, site preparation, 5% simple interest on eligible activities, a 15% contingency (not included on the Financing Gap calculation), the Financing Gap, brownfield plan and Act 381 Work Plan preparation, cost of brownfield plan implementation, and capture into the Local Brownfield Revolving Fund, which may require the services of various contractors, engineers, environmental consultants, attorneys and other professionals. The Developer’s Eligible Costs shall not exceed \$9,192,061.00.

WHEREAS, the City will incur an estimated \$5,000,000.00 in eligible cost for infrastructure improvements. In the event that taxable values are higher than estimated within the plan, the City can incur Eligible Costs up to \$5,000,000.00. Therefore, the City’s Eligible Costs shall not exceed \$5,000,000.00.

WHEREAS, the Authority will make a loan to Developer from the LBRF (as defined below) in an amount not to exceed \$150,000.00 (the “LBRF Loan”) to provide financing to Developer for eligible costs for infrastructure improvements to Blake Boulevard, Galesburg, MI on the terms and conditions set forth herein.

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

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

1. Recitals; Definitions. The above recitals are acknowledged as true and correct and are incorporated by reference into this Agreement. The following capitalized terms are used in this Agreement with the following meanings:

“Affordability Period” means, with respect to each Income Restricted Unit, a period of ten (10) years commencing on the date such Income Restricted Unit is first leased to an Income Qualified Renting Household in compliance with the Affordability Requirements set forth herein. The Affordability Period for any Income Restricted Unit shall be tolled for any period of time in which such Income Restricted Unit is not in compliance with the Affordability Requirements.

“Affordability Requirements” means Developer’s obligation to cause (i) the Income Restricted Units to be rented to Income Qualified Renting Households whose average Household Income is not more than 120% of the Area Median Income, and for average

rental rates that do not exceed the Target Rent for renters whose Household Income is not more than 100% of the Area Median Income based upon the then applicable MSHDA Rent by Bedroom table for Kalamazoo County; (ii) each Income Restricted Unit to be rented to a tenant at the Target Rent for such tenant, in each case calculated in accordance with the then applicable MSHDA Single-Family Potential Rent Loss (PRL) Gap Cap & Total Housing Subsidy (THS) Calculations or other similar successor guidance published MSHDA.

“Area Median Income” is defined by Section 2(z)(i) of Act 381.

“Administrative Costs” means the Authority's out-of-pocket costs associated with the Project (including reasonable attorney fees and costs, environmental consulting fees and costs, and similar fees and costs) as well as the Authority's indirect costs associated with the Project (including allocation of the fixed costs of the Authority staff).

“Brownfield Plan” is defined by Section 2(e) of Act 381.

“Due Care Activities” is defined by Section 2(m) of Act 381.

“Eligible Activities” is defined by Section 2(o) of Act 381.

“Eligible LBRF Loan Costs” means those costs that are reimbursable under Act 381 incurred in connection with Eligible Activities related to infrastructure improvements to Blake Boulevard in Galesburg, MI in connection with the Project.

“Eligible Property or Properties” is defined by Section 2(p) Act 381.

“Financing Gap” means the amount sought by Developer for reimbursement to fill a financing gap associated with the development of the Income Restricted Units to the extent such amount is reimbursable pursuant to Section 2(x)(vi) of Act 381.

“Household Income” is defined by Section 2(z)(ii) of Act 381.

“Housing Development Activities” is defined by Section 2(x) of Act 381.

“Income Qualified Households” is defined by Section 2(z) of Act 381.

“Income Qualified Purchaser Household” is defined by Section 2(aa) of Act 381.

“Income Qualified Renting Household” is defined by Section 2(bb) of Act 381.

“MSHDA” means the Michigan State Housing Development Authority.

“Target Rent” means, with respect to a renter of an Income Restricted Unit, the target rent for such renter based upon such renter’s Household Income, in each case calculated in accordance with the then applicable MSHDA Single-Family Potential Rent Loss

(PRL) Gap Cap & Total Housing Subsidy (THS) Calculations or other similar successor guidance published MSHDA.

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

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

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

3.1 Full reimbursement to the Authority of its infrastructure and Administrative Costs plus reimbursement to the Developer of Eligible Costs for those Eligible Activities set forth in Paragraph 5, plus full reimbursement of the City of its Eligible Cost also set forth in Paragraph 5, and lastly, an additional amount captured by the Authority for an additional five years of tax capture (“Additional Authority Amount”) such Additional Authority Amount to be designated for the Local Brownfield Revolving Fund (the "LBRF"); or

3.2 30 years from the beginning date of the capture of Tax Increment Revenues, with the tax capture for five of the 30 years constituting the Additional Authority Amount, which 20% shall be designated for the LBRF and 80% shall be designated to reimburse the City for Eligible Costs. In the event the City does not incur Eligible Costs, or their costs are fully reimbursed before the end of the five years, the Authority will capture 100% of the available Tax Increment Revenues.

3.3 Notwithstanding the foregoing, at the discretion of the Authority, capture may be delayed for up to five (5) years after the establishment of the Plan as permitted by Act 381.

4. Evidence of Ownership. Prior to the requesting the initial reimbursement of Eligible Costs, Developer shall provide to the Authority each of the following: (a) evidence satisfactory to the Authority that the Developer has acquired fee simple title to the Property, which evidence shall include (without limitation) a copy of a recorded deed to the Property in favor of the Developer

5. Eligible Activities. The Development Parties shall diligently pursue completion of the Eligible Activities summarized in the Plan and set forth in this Paragraph. The Authority shall reimburse the Development Parties for Eligible Costs incurred on or after the date of the inclusion of this Project in the Plan, which may include infrastructure improvements, the assessment activities related to a Phase I Environmental Assessment, site demolition, infrastructure improvements, site preparation, 5% simple interest on interest eligible activities, a 15% contingency (not included on the affordable Financing Gap calculation), the Financing Gap, brownfield plan and act 381 work plan preparation, and the cost of brownfield plan implementation, (which may require the services of various contractors, engineers, environmental consultants, attorneys and other professionals). However, in the event that legislative or regulatory actions prevent compliance with the required Affordability Period, the Developer shall only be entitled to

reimbursement of the full amount of Eligible Costs associated with site preparation, demolition, infrastructure and interest, as specified in the Plan.

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

7. Reimbursement Process.

7.1 Cost Reimbursement and LBRF Loan Request. The Development Parties will separately provide sufficient documentation of their respective Eligible Costs and, with respect to Developer, its Eligible LBRF Loan Costs, in each case including the dates of each Eligible Activity, a complete description of the work, proof of payment, detailed invoices for the costs involved for each Eligible Activity, sworn statements, lien waivers, other back up documentation reasonably requested by the Authority, and a written statement certifying to the Authority that all such costs are Eligible Costs or Eligible LBRF Loan Costs, as applicable. Failure to provide the above noted information when due, or within the time permitted by the Authority under Paragraph 7.2, may result in foregone reimbursement, to either Development Party by the Authority, for Eligible Costs that have not been requested within the timeframe described above.

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

7.3 Advance of LBRF Loan Proceeds; Reimbursement.

- a. Within 30 days following verification by the Authority of Developer's Eligible LBRF Loan Costs as provided herein, the Authority shall advance proceeds of the LBRF Loan to Developer in the amount of such Eligible LBRF Loan Costs up to a maximum aggregate amount of \$150,000.

- b. After both the summer and winter taxes are captured and collected on the Property, the Authority shall reimburse its Eligible Costs and Administrative Costs and pay approved Eligible Costs to the Developer from Tax Increment Revenues that are generated from the Property in accordance with the Plan and Paragraph 7 to the extent that taxes have been captured and are available in that fiscal year. The Authority shall receive one hundred (100%) percent of Tax Increment Revenues until fully reimbursed for its Administrative Costs. In the event that there are insufficient Tax Increment Revenues available in any given year to reimburse all of the Authority's Administrative Costs and Eligible Costs, the Development Parties' Eligible Costs, and the Eligible LBRF Loan Costs, then the Authority shall reimburse the Authority and Development Parties only from available Tax Increment Revenues. Once the Authority is fully reimbursed for its Administrative Costs and Eligible Costs, the Authority will retain an additional pro-rated amount of 1.9% of available Tax Increment Revenue and apply such amount to the outstanding balance of the LBRF Loan until paid in full, and the Development Parties shall receive the remaining amount of available Tax Increment Revenue during the term of this Agreement, until all of the amounts for which submissions have been made have been fully paid to the Development Parties, or the repayment obligation expires, whichever occurs first. The available reimbursement funds for the first 25 years will be divided between the Developer and the Authority based on their approved Eligible Activities as set forth above. During years twenty-six through thirty (26-30) of the Plan, the Authority shall reimburse the City with 80% of available Tax Increment Revenue for its Eligible Costs and the remaining Tax Increment Revenues shall be applied to the remaining balance, if any, on the LBRF Loan, and thereafter shall be designated for the LBRF. The Developer shall be entitled to receive 5% simple interest on the Developer's interest-eligible activities, the interest associated with Eligible Activities is capped at \$1,532,010. The Developer shall not be entitled to reimbursement under this Agreement unless the Developer has (i) rented Income Restricted Units in the Project to an Income Qualified Renting Households in compliance with the Affordability Requirements, and (ii) timely and completely paid its real and personal property taxes including all penalties, interest and other amounts due in relation to any portion of the Property that remains unsold when due. For purposes of this Agreement, to be timely paid, taxes must be paid before the date on which they can no longer be paid without penalties or interest. The repayment obligation under this Agreement shall expire upon the earlier of the full payment by the Authority to the Development Parties of all amounts due to the Development Parties from the Tax Increment Revenues or 30 years from the beginning date of the capture of Tax Increment Revenues under the Plan, as more specifically provided in Section 3 above.
- c. If, following the end of the repayment obligation under this Agreement as more specifically provided in Section 3 above, there remains an outstanding balance owing on the LBRF Loan, then Developer shall pay such amount to the Authority within 30 days following written demand from the Authority.

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

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

WFH Midway Center, LLC
2186 E Centre Avenue
Portage, MI. 49002

The Authority will reimburse the City for Eligible Costs as follows:

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

City of Galesburg Treasurer
200 East Michigan Ave.
Galesburg, MI 49053

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

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

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

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

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

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

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

9.1 Project. At its sole expense, The Developer shall use in its best efforts to conduct the activities described in the Plan and construct the project. The Developer is proposing to redevelop the Property by preparing the site for development to make way for 52 new housing units. The Development is expected to include approximately 42% income-restricted units (the "Income Restricted Units") as rental units available to renters with an average Household Income average of 120% Area Median Income ("AMI") or lower and rents at not more than 100% of AMI. The Development is estimated to include sixteen (16) single family homes and six (6) duplex units for the duration of the Affordability Period. The balance of the units (approximately 30 single family homes) are expected to be available for sale at market rates. The total capital investment on the Project is expected to be approximately \$17,000,000. The development is expected to have two entrances off Blake Boulevard on the Northern edge of the property and two entrances off Battle Creek Street on the Southern edge of the property. The Income Restricted Units will be marketed and leased in compliance with the Affordability Requirements. The Developer will use commercially reasonable efforts to substantially complete construction of 28 units in year one (1) following the date of this Agreement, and 24 units in year two (2) following the date of this Agreement. Under no circumstances shall the Authority have any responsibility or liability for remediation or redevelopment of the Property, or for conducting any "Eligible Activities" at the Property, except for its obligations under this Agreement to provide funds to the extent available as permitted in Paragraph 7 hereof with respect to payments from Tax Increment Revenues. The obligation of Developer to develop the Project on the Property is contingent upon Developer's ability to secure the following: (a) All necessary governmental and quasi-governmental approvals needed for land development and infrastructure; (b) Approval by Michigan State Housing Development Authority (MSHDA) and any other state agencies of financial incentives needed by the Developer for the Project, including without limitation the approval of the Act 381 Work Plan; (c) Marketable and insurable title to the Property.

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

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

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

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

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

9.7 Affordability Housing Requirement Documentation and Reporting.

(a) **Monitor Affordability Occupancy Requirement.** The Developer shall monitor and annually provide to the Authority (or a third-party providing verification services to the Authority) sufficient evidence that the Affordability Requirements are being met.

(b) **Satisfy MSDHA Eligibility Requirement.** Developer shall require all proposed renters of the Income Restricted Units to self-certify that, at the time of initial occupancy, they are eligible Income Qualified Renting Households, by using the MSHDA Household Income Self-Certification Form or such other form as otherwise approved by the Authority.

(c) **Income Restricted Units.** The Developer shall ensure each Income Restricted Unit complies with the Affordability Requirements for the duration of the Affordability Period applicable to such Income Restricted Unit, and that each Income Restricted Unit is occupied by an appropriate Income Qualified Renting Household during the Affordability Period applicable to such Income Restricted Unit. After the Affordability Period applicable to any Income Restricted Unit has expired, Developer may rent or sell such Income Restricted Unit at market rate and the Affordability Requirements are no longer applicable to such Income Restricted Unit.

(d) **Annual Reporting.** The Developer shall provide on an annual basis, no later than June 15 each year during the term of reimbursement, a report to the Authority, for the preceding calendar year, including but not limited to, information required to be reported to the State of Michigan to verify compliance with Act 381, pursuant to the reporting requirements under Section 16 of Act 381:

1. Total investment in the Project and new capital investment since the prior year's report;

2. Square footage of the new construction or renovation in connection with the Project, including whether the space is residential, commercial, or other use;
3. New jobs created;
4. Total number of housing units and total number of Income Restricted Units, indicating the number rented to residents at or below 120% of the Area Median Income;
5. Number of Income Restricted Units rented during the annual reporting period;
6. Number of Income Qualified Households with a Household Income at or below 120% of the Area Median Income assisted during the annual reporting period;
7. Racial and socioeconomic data on the individuals renting the Income Restricted Units, or if this data is not available, racial and socioeconomic data on the census tract in which the housing units are located.

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

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

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

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

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

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

11.2 Eligible Costs. The Developer will only submit for reimbursement under Paragraph 7 hereof such costs that it has reasonably determined are Eligible Costs or Eligible LBRF Loan Costs under Act 381.

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

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

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

12.2 The Developer fails to observe or perform any covenant or agreement contained in this Agreement.

12.3 The Developer abandons or withdraws from the reuse and redevelopment of the Property or indicates its intention to do so. Developer's use of a phased construction schedule, including pauses consistent with the timelines set forth in Section 9.1 of this Agreement between the phases of construction, does not constitute a breach or default.

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

12.5 The Developer terminates its existence.

12.6 Failure by the Authority to reimburse Developer for Eligible Costs to which it is entitled under the Plan and this Agreement.

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

12.8 If Developer sells, transfers, or otherwise conveys title to any of the Income Restricted Units during the Affordability Period, with the exception of transferring title to an Affiliate of Developer that has assumed this Agreement pursuant to Section 20.

13. Remedies upon Default. If an event of default continues for 60 days after written notice, the non-defaulting party may exercise any one or more of the remedies in Sections 13.1 through 13.4. If the default cannot reasonably be cured within 60 days, the cure period will be extended if the defaulting party is diligently attempting to cure the default within the initial 60-day period. Unless the non-defaulting party agrees otherwise in writing, the total cure period may not exceed 120 days after the notice of default.

13.1 The parties may terminate this Agreement 61st day after the notice of default is delivered unless the cure period is extended pursuant to this Section;

13.2 The BRA may withhold or suspend reimbursement to Developer for Eligible Costs from Tax Increment Revenues and hold the amount in escrow until Developer has cured the applicable default to the satisfaction of Authority. Once the default is cured, the Authority shall reimburse Developer the escrowed amount;

13.3 Receive reimbursement from the Developer for all costs which the Authority has incurred in connection with the Project, the Property, or this Development Agreement (within 30 days following demand); and

13.4 If the default is based on failure to comply with the Affordability Requirements, then the Affordability Period for the out of compliance unit (or units) shall be tolled for the period of noncompliance, and the Affordability Period for such applicable Income Restricted Units shall be extended by an equivalent amount of time; and

13.5 All other remedies available at law or in equity.

In addition, if the Developer fails to substantially complete the Project within the timelines required by this Agreement, or if the Developer otherwise defaults prior to substantial completion of the Project, then Developer shall pay back to the Authority (within thirty (30) days following demand by the Authority) (a) any outstanding balance of the LBRF Loan, and (b) any amounts paid to the Developer as reimbursement for Eligible Costs pursuant to the terms of this Agreement or otherwise to the extent that the Authority is required to return such amounts to any local taxing jurisdiction.

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

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

15. Freedom of Information Act. Developer stipulates that all petitions and documentation submitted by Developer shall be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, MCL 15.231 et seq., and no claim of trade secrets or other privilege or exception to the Freedom of Information Act will be claimed by Developer as it relates to this Agreement or petitions and supporting documentation.

16. Plan Modification. The Plan and this Agreement may be modified to the extent allowed under the Act by mutual agreement of the parties.

17. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, shall be deemed given when delivered, and shall be sent by personal delivery, overnight courier, or registered mail, return receipt requested, to the following addresses (or any other address that is specified in writing by either party):

If to Developer: Allen Edwin Homes
WFH Midway Center , LLC
Thomas M. Larabel
Jessica McGivney
2186 E. Centre Avenue
Portage, MI 49002
tlarabel@allenedwin.com
jmcgivney@allenedwin.com

With copy to: Miller Johnson
Richard Cherry
100 W. Michigan Ave.
Suite #200
Kalamazoo, MI 49007
cherryr@millerjohnson.com

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

With copy to: Varnum LLP
211 E. Water Street
Suite #400
Kalamazoo, MI 49007

If to the City: The City of Galesburg
200 East Michigan Ave
Galesburg, MI 49053

With copy to: City of Galesburg Legal Counsel

18. Indemnification. Developer shall defend, indemnify, and hold harmless the Authority and the County, and any of their respective past, present, and future members, officials, employees, agents, or representatives from all losses, demands, claims, judgments, suits, costs, and expenses (including without limitation the costs and fees of attorneys or other consultants) arising from or related to (i) the capture and use of Tax Increment Revenue paid to Developer as a reimbursable payment under this Agreement made in excess of the amount of Tax Increment Revenues the Authority is determined by the State or court to be allowed by law to use for that reimbursement, and (ii) Developer's development of the Project. Developer shall have the sole authority to defend and settle any demands, claims and lawsuits so long as such settlement provides for unconditional release of the Authority and does not impose any obligation on the Authority. Authority shall provide Developer with prompt written notice upon learning of any claims; provided that delay in giving such notice shall not relieve Developer from its obligations hereunder.

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

20. Binding Effect/Third Parties. This Agreement applies to and benefits both parties and their successors. The interest of the parties shall not be assignable without the other parties' consent, which shall not be unreasonably withheld, except for (1) the Developer may assign this Agreement to one of its affiliates with notice and without consent so long as such Affiliate assumes, in writing, all obligations of Developer hereunder; and (2) the Developer may make a collateral assignment of the Tax Increment Revenues to a lender for financing purposes with notice and without consent. For purposes of this section, an "Affiliate" means any business or entity that is commonly owned and operated by the principals of Allen Edwin Homes.

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

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

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

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

[Signature Pages Follows]

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

**KALAMAZOO COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY**

By: _____

Name Printed: _____

Title: _____

Date: _____

WFH Midway Center,, LLC

By: _____

Name Printed: _____

Title: _____

Date: _____

THE CITY OF GALESBURG

By: _____

Name Printed: _____

Title: _____

Date: _____

EXHIBITS:

A (Legal Description of Property)

B (Copy of Brownfield Plan)

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

LOAN REPAYMENT AGREEMENT

This Loan Repayment Agreement (this “Agreement”) is entered into on _____, 2026, by the Kalamazoo County Brownfield Redevelopment Authority, a Michigan public body corporate established pursuant to Act 381 of the Public Acts of 1996, as amended, MCL 125.2651 et seq. (“Act 381”), whose address is 201 W. Kalamazoo Ave., Kalamazoo, MI 49007 (the “Authority”), Central Manufacturing Services, Inc., a Michigan Corporation, whose address is 612 4th Street, Three Rivers, MI 49093 (the “Developer”), and Clark Logistics Group VII, LLC, a Michigan Limited Liability Company, whose address is 3700 E. Milham Ave. A, Portage, MI 49002 (the “Owner” and together with Developer, the “Development Parties”).

RECITALS

This Repayment Agreement is made under the following circumstances:

- A. Owner owns the real property described in the attached Exhibit A, commonly known as 200 Lee Street, Schoolcraft, MI 49087 (the “Property”). Owner acknowledges and agrees that Developer has the right to make improvements to and use the Property, as described in this Agreement, the EGLE Loan Reimbursement Agreement (defined below), and that certain Development Agreement dated January 28, 2015, by and between the Authority and Developer (the “Development Agreement”);
- B. The Developer has constructed a 126,000-square-foot building located on the parcel in the Property lying to the south of 555 Eliza Street in Schoolcraft, Michigan known as “the Lee Street parcel”. The Development Parties seek a loan (the “Loan”) from the Local Brownfield Revolving Fund (“LBRF”) in an amount up to \$405,530.80 in order to reimburse the Development Parties for eligible activities under the Brownfield Plan, including the installation of a vapor mitigation system, the relocation of soil, and soil disposal on the Property (the “Development”);
- C. The Developer has previously received a \$150,000 loan from EGLE (the “EGLE Loan”) in connection with the development as described in the Brownfield Plan and that certain Brownfield Loan Reimbursement Agreement dated _____, 2025 (the “EGLE Loan Reimbursement Agreement”) between the Authority and Developer;
- D. The Development created indirect jobs and significantly increased taxable values for the applicable taxing jurisdictions;
- E. The Property is considered a “facility” as defined in Part 201 of the Natural Resources and Environmental Protection Act (NREPA), for the reasons set forth in the Brownfield Plan (defined below);
- F. As a “facility”, the Property is an “eligible property” for which eligible activities as defined in the Brownfield Redevelopment Financing Act (Public Act 381 of 1996, as amended; MCL 125.2651 et seq.) have been identified under a Brownfield Plan (the “Brownfield Plan”), approved by the

Authority and the Kalamazoo County Board of Commissioners (the "County"), with the concurrence of the Village of Schoolcraft, which is attached in Exhibit E and made part of this Agreement;

- G. Eligible activities in the Brownfield Plan and Act 381 Work Plan, if applicable, have been approved by the Authority and/or EGLE/ Michigan Strategic Fund (MSF) (formerly known as the Michigan Economic Growth Authority (MEGA) and hereinafter referred to as MSF) and EPA as applicable and as provided in Act 381;
- H. The Brownfield Plan describes the eligible environmental and other activities as reasonably necessary for the Development and includes eligible activities previously conducted by the Authority and their attendant costs in summary form based upon the information provided by the Developer's plans and the cleanup activities being conducted by the Authority; sets out an estimate of the captured taxable value as provided by the Development Parties, an estimate of the tax increment revenues, an estimate of the reimbursement payment schedule, and an estimate of the impact of tax increment financing on the revenues of the taxing jurisdictions. The costs of eligible activities in the Brownfield Plan are estimated budget amounts;
- I. Accordingly, the purpose of this Agreement is to set out the obligations of the parties to this Agreement for repayment of the Loan and reimbursement of costs incurred for eligible activities as approved by the Authority and/or EGLE/MSF as applicable, and according to the terms outlined in Exhibit D; and
- J. Interest rates and repayment terms on the Loan will be market competitive based on loan underwriting and project needs and will be detailed in the Fishbeck Review of Tax Increment Tracking attached as Exhibit B.

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

1. **Capture of Taxes.** During the term of this Agreement, the Authority shall capture all applicable and appropriate Tax Increment Revenues from the Property and use those Tax Increment Revenues as provided in this Agreement.
2. **Loan Terms.** The total amount of the Loan shall be Four Hundred Five Thousand Five Hundred Thirty and 80/100 Dollars (\$405,530.80) (the "Maximum Loan Amount"). The outstanding balance of the Loan shall accrue interest at a rate of two percent (2%) per annum. The Loan proceeds shall be disbursed to the Development Parties as provided in Section 5. Subject to the terms and conditions of this Agreement, including Section 3(a), and the Brownfield Plan, the Loan shall be repaid annually from available tax increment revenues (the "Loan Payments"). The Development Parties hereby agree that the Development Parties shall be, jointly and severally, unequivocally and absolutely obligated to promptly pay to the County and/or the Authority the outstanding principal balance of the Loan plus all accrued and unpaid interest thereon on or before December 31, 2029 (the "Maturity Date"). The obligation of the Development Parties to make such payment shall be absolute and unconditional, irrespective of any defense or any rights of set-off, recoupment or counterclaim it might otherwise have against the Authority or the County or any other governmental body or other person. The Development Parties shall not fail to make any required repayment of the Loan for any cause or circumstance whatsoever including, but not limited to, any change in law, change in ownership of the Property, its environmental condition or

status, and any factor including the Property's potential for sale or reuse. The Development Parties' obligation hereunder shall be secured as provided in Section 4 of this Agreement.

3. Limitation of Amount of Repayment.

- a. Loan Payments from tax increment revenues shall not be more than the tax increment revenues captured during the duration of the Brownfield Plan, minus administration, reimbursement to the Authority for any expenses the Authority incurred through grants or loans, and EGLE Loan repayment (if applicable) from the taxable improvements located on the Property, including both real property and personal property. Nor shall the total amount of reimbursement be for more than the reasonable and necessary cost of the eligible activities approved by the Authority, EGLE and/or EPA, as applicable, which are part of the required match.
- b. Such tax increment revenues may be appropriated annually by the Authority for other expenses and allocations, including, administrative and operating expenses and Local Brownfield Revolving Fund, as permitted by Act 381 and set forth in the Brownfield Plan.
- c. A description of the proposed eligible activities and their attendant costs is included in the Brownfield Plan, Act 381 Work Plan and, for the Development. The estimated Tax Capture Reimbursement Schedule with associated assumptions is attached in Fishbeck Review of Tax Increment Tracking attached as Exhibit B. The cost of any eligible activity incurred prior to being approved by EGLE and/or MSF, as applicable, shall not be reimbursed except as authorized by Act 381 and approved by the Authority.
- d. The Development Parties acknowledge by signature of this Agreement that the Authority is not obligated to provide additional reimbursements for this Development. The Development Parties shall assume responsibility for any additional costs for approved eligible activities in excess of the approved amount.
- e. In addition to any other remedies provided in this Agreement, if any payment made by the Authority is determined by audit, the State of Michigan, or a court of appropriate jurisdiction to be improper or outside of the scope of its obligations under this Agreement, or in the event of the Development Parties' breach or default of this Agreement, the Development Parties shall, at the request of the Authority, repay or return any monies paid by the Authority that are directly related to the breach, default or improper payment, within 60 days' notice given in writing by the Authority. Failure to remit said funds will result in a late fee penalty in the amount of an additional 10%, incurred quarterly from the date of notice given in writing by the Authority of the outstanding balance.
- f. The Authority may revise this Agreement with thirty (30) days' notice to the Development Parties in the event of changes in circumstances imposed by changes in the law through judicial interpretation or legislative action or changes in interpretation of the law by a department of the State of Michigan, including, without limitation, the Department of Treasury, EGLE, EPA and/or MSF.
- g. The Tax Increment Revenues received by the Authority shall be used to make the Loan Payments as reimbursement for Approved Eligible Costs identified in this Agreement, the EGLE Loan Reimbursement Agreement, the Development Agreement, and as provided for in the Brownfield Plan or Act 381 Work Plan and subject to the Fishbeck Review of Tax Increment Tracking reimbursement schedule which is attached in Exhibit B and Authority's Local Brownfield Revolving Fund (LBRF) Policies and Procedures which is attached in Exhibit C and made part of this Agreement. Subject to this policy, Loan Payments from tax increments revenues be made from the date the Loan Proceeds are

advanced until the earlier of (a) the date the Loan and all accrued and unpaid interest thereon are repaid in full, or (b) December 31, 2029, whichever comes first. The Authority shall have no obligation to reimburse the Developer for Eligible Costs from tax increment revenues captured and received by the Authority after 12/31/2029, unless otherwise requested by the Development Parties, and approved by the Authority, and attached as an amendment to this Agreement.

- h. It is anticipated that there will be sufficient available tax increment revenues to meet the Development Parties' reimbursement obligations under this Agreement. However, notwithstanding anything in this Agreement to the contrary, if for any reason the Development does not result in sufficient revenues to satisfy the Authority's reimbursement obligations, the Development Parties agree that they will have no claim or further recourse of any kind or nature against the Authority. In the event the captured tax revenues are insufficient, the Development Parties assume financial responsibility for any shortfall.

4. Collateral for Loan Repayment.

- a. As collateral security for all of the Development Parties' obligations to the County and/or Authority pursuant to this Agreement, whether now existing or hereafter arising or incurred and including (without limitation) all obligations of the Development Parties with respect to the Loan, the Development Parties shall, prior to the disbursement of any proceeds from the Loan and throughout the entire term of the Loan, obtain an irrevocable, unconditional stand-by letter of credit for the benefit of the County and the Authority in form and substance satisfactory to the County and Authority and their legal counsel, from a bank acceptable to the County and Authority in their reasonable discretion, in an initial stated amount equal to the aggregate principal amount of the Loan plus 380 days interest at the required interest rate for the Loan for the time period covered by the letter of credit, and shall pay all costs associated with such letter of credit. The Letter of Credit may be reduced each year to an amount equal to the outstanding principal amount of the Loan plus 380 days interest on such amount at the interest rate required by the Loan. The Development Parties may provide a substitute letter of credit to the County and Authority, from a bank acceptable to the County and Authority, in their reasonable discretion, at any time and from time to time. Each letter of credit shall be for a minimum term expiring no less than one year after the Maturity Date. The banks which issue such letter of credit or any substitute letter of credit are collectively referred to herein as the "Credit Bank." The initial letter of credit and any renewal or extension thereof and any substitute letter of credit shall meet all the requirements set forth herein and are collectively referred to as the "Letter of Credit." Each Letter of Credit and the documentation for same shall be subject to the prior review and approval of the County and Authority.
- b. The Letter of Credit shall be automatically drawn upon 10 business days before its stated expiration date if it has not been renewed or extended, or a substitute Letter of Credit has not been provided, by such date. If the County and the Authority draw upon the Letter of Credit, the proceeds from the Letter of Credit shall be used to pay off the Loan.
- c. If the Development Parties fail to make any Loan Payments to the County and/or the Authority within the required time period, including the obligation to pay all outstanding principal and interest on the Loan on the Maturity Date, the County and Authority shall be entitled to draw upon the Letter of Credit for the amount of the requested payment, up to the maximum amount of the Letter of Credit. The Letter of Credit shall provide that the only prerequisite for such a draw on the Letter of Credit shall be the Authority's certificate to the Credit Bank that (a) an event of default has occurred or (b) no evidence of renewal,

extension or replacement of the Letter of Credit has been provided to the Authority within 30 days before the stated expiration date.

5. Authority to Determine Amount and Timing of Reimbursement.

- a. The Authority has reviewed and approved the request detailed in the Fishbeck Review of Tax Increment Tracking attached as Exhibit B. The Development Parties have submitted an invoice packet of eligible expenses, reviewed by the KCBRA's consultant, approved on May 28, 2026, based upon the reasonable and necessary costs of the eligible activities approved by the Authority, EGLE and EPA as applicable. Payments to the Development Parties shall be made on a reimbursement basis in one lump payment from the Authority's Local Brownfield Revolving Fund (LBRF). The Authority shall make that payment within 30 days of the final signature, fully executing this Agreement and the Authority's receipt of the Letter of Credit issued by the Credit Bank.
- b. In no event shall the Development Parties be reimbursed by the Authority for any approved eligible activities that have been or will be reimbursed or credited against other obligations by any other governmental entity.

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

7. Termination. This Agreement shall terminate on the earlier to occur of: (a) the date on which the principal balance of the Loan, all accrued and unpaid interest, and all other amounts owing to the Authority are fully repaid, or (b) upon such other conditions as set forth in this Agreement.

8. Event of Default; Remedies. If for any reason any Development Party defaults under this Agreement, the EGLE Loan Reimbursement Agreement, or the Development Agreement, the Authority shall have the right, but not the obligation, to terminate this Agreement effective immediately, and the Development Parties will be responsible for all costs which the Authority and/or County has incurred in connection with the Property and this Agreement, and shall be responsible for all repayment of the Loan and all accrued and unpaid interest thereon without contribution from tax increment revenues collected by the Authority levied on the Property. The Development Parties' obligations under this Section 8 shall survive the expiration or early termination of this Agreement.

9. Indemnification. The Development Parties shall indemnify, hold harmless, and defend the Authority, Kalamazoo County, its officials, agents and employees, from any and all claims or

causes of action arising from or on account of the acts or omissions of the Development Parties, their officers, employees, agents or any persons acting on its behalf or under its control, arising in any way from this Agreement, including but not limited to, claims for damages, reimbursement or set-off arising from, or on account of, any contract, agreement or arrangement between the Development Parties and any person for the performance of eligible activities or the terms of this Agreement.

- 10. Notices.** All notices, requests, demands and other communications that are required or permitted to be given under this Agreement will be in writing and will be deemed to have been sufficiently given for all purposes hereunder if (a) delivered personally to the party to whom the same is directed, or (b) sent by certified mail, postage prepaid, return receipt requested, at the addresses identified below; or to such other party at such other address as shall have been given in writing in accordance herewith.

- a. If to the Authority, to: Planning and Development Department, 201 W. Kalamazoo Ave., Kalamazoo, MI 49007 Attention: Brownfield Administrator
- b. If to Development Parties, to: 3700 E Milham Ave. A, Portage, MI 49002

11. Miscellaneous Provisions

- a. Successors and Assigns; Assignments; No Other Intended Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; however, the Development Parties shall not assign this Agreement without the prior written consent of the Authority. No person not a party hereto is intended to be a beneficiary of or to have the right to enforce this Agreement.
- b. Payment of Taxes. Development Parties or any of their successors or assigns with respect to the Development shall pay all real and personal property taxes timely, before any additional interest penalty for late payment is applied.
- c. Entire Agreement. This Agreement, the EGLE Loan Reimbursement Agreement, and the Development Agreement represent the entire agreement as it exists at the time of the signing of this Agreement between the parties. This Agreement may not be amended, altered, or modified unless the party against whom enforcement of any waiver, modification or discharge is sought does so in writing.
- d. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The parties acknowledge that the proper venue of any court action is in Kalamazoo County, Michigan.
- e. Severability. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms.
- f. Survival. Except as otherwise provided in this Agreement, all representations, warranties, covenants and agreements of the parties contained or made pursuant to this Agreement shall survive the execution of this Agreement.
- g. Effective Date. This Agreement shall become effective when approved and executed by the Authority and the Development Parties.
- h. Recitals. The recitals set forth above are incorporated by reference into this Agreement as if fully set forth therein.

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

Kalamazoo County Brownfield Redevelopment Authority

Signature: _____

Name: KENNETH W. PEREGON

Title: Chairman

Clark Logistics Group VII, LLC

Signature: _____

Name: _____

Title: _____

Accepted Clark Logistics Group VII, LLC, whom I have express authority to bind.

Central Manufacturing Services, Inc.

Signature: _____

Name: _____

Title: _____

Accepted Central Manufacturing Services, Inc., whom I have express authority to bind.

EXHIBITS:

EXHIBIT A

Legal description of property

EXHIBIT B

Fishbeck Review of Tax Increment Tracking

EXHIBIT C

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

EXHIBIT D

Item 7c of KCBRA Regular Meeting held on 5/28/2026 555 Eliza Street LBRF Funding Request Evaluation

EXHIBIT E

Brownfield Plan

EXHIBIT A
Legal description of property

DRAFT

EXHIBIT B
Fishbeck Review of Tax Increment Tracking

See attached

DRAFT

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

See attached

DRAFT

EXHIBIT D

See attached Item 7c of KCBRA Regular Meeting held on 5/28/2026 555 Eliza Street LBRF Funding Request
Evaluation

DRAFT

EXHIBIT E
Brownfield Plan

See attached

DRAFT

Memo

TO: Macy Walters, Brownfield Redevelopment Administrator, Kalamazoo County Brownfield Redevelopment Authority

FROM: Therese Searles, Senior Brownfield Specialist

DATE: October 22, 2026

RE: General/LBRF/EGLE Funding Updates

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. This memorandum will also provide monthly updates on active EGLE Grant/Loan projects.

1. General Environmental Review

Project No: 230454 – W.O. 2023-1, W.O. 2024-1, W.O. 2025-1, Amend. No. 1, and W.O. 2026-1, Amend. No. 2

Update:

Fishbeck continues to respond to general environmental consulting needs as directed by the board and/or the Brownfield Redevelopment Administrator. ***Work Order 2026-1, Amendment No. 2 was approved by the board in September to increase the annual general consulting budget. This month's invoice for consideration includes reviews of the AEH Cooper Corners Proforma and the MHP Galesburg Work Plan, attendance at the Cooper Corners Ad Hoc meeting, edits to the LC Howard TIF statement, review of the annual report, and preparation of meeting materials.***

2. MRC Industries, Inc., 407 Ransom Street, Kalamazoo, Michigan Project No: 2600523 -W.O. 2026-3 Revision 1

Update:

The KCBRA approved a project application in February 2026 from MRC Industries, Inc. (MRC), a nonprofit organization in Kalamazoo County that provides vocational training, employment support, and life skills services to individuals with intellectual and development disabilities, traumatic brain injuries, and persistent mental illness. MRC's current headquarters no longer meets its needs so is acquiring the 1.467-acre site with approximately 33,500 square footage of existing office and warehouse space. In support of acquisition, MRC is requesting support from the KCBRA to complete due diligence assessment activities to support redevelopment decision-making. Specifically, MRC has requested completion of a Phase I Environmental Site Assessment (ESA), a Baseline Environmental Assessment (BEA), and evaluation and installation

of a vapor mitigation system (VMS), as necessary. Revision 1 of Work Order 2026-3 was approved March 26, 2026 to include the scope and budget to complete a Phase I ESA, Limited Phase II ESA (inclusive of soil, groundwater, and soil-gas sampling), preparation of a BEA and Documentation of Due Care Compliance Report (DDCCR), and completion of an Asbestos Survey. The Phase I ESA is complete and identified two Recognized Environmental Conditions (RECs): the possibility of soil and groundwater impacts at the Subject Property associated with long-term commercial/industrial use, inferred presence of urban fill, and historical railroad operations; and the possibility that groundwater contamination from one or more adjacent sites may have migrated on to the Subject Property at concentrations which would represent an unacceptable exposure risk. Phase II ESA activities were recommended as result of the Phase I ESA findings and field work was conducted on June 17, 2026, including the collection of six soil samples, two groundwater samples, and three sub-slab soil gas samples. Analytical results were received June 26, 2026 and identified the presence of Arsenic and Selenium in soil exceeding GRCC. No volatile organic compounds (VOCs) or polynuclear aromatic hydrocarbons (PNAs), were detected in soil, and no impacts were detected in groundwater. Soil gas samples were not analyzed due to no VIAP concerns in soil or groundwater. The Phase II ESA report has been finalized and issued. ***The BEA and DDCCR have been drafted. The BEA will be submitted to EGLE for recording. The DDCCR includes information to comply with continuing obligations, primarily associated with soil and groundwater management during potential subsurface or redevelopment activities. The Asbestos Survey field work has been completed and analytical data received. Only two non-friable asbestos-containing materials were identified, some interior window glazing and an exterior caulk. The report is being finalized. This month's invoice for consideration includes the remaining 25% for completion of the Phase II ESA and 50% completion of the Asbestos Survey.***

**3. Kalamazoo Nonprofit Advocacy Coalition (KNAC), 315 W. Michigan Avenue, Kalamazoo, Michigan
Project No: 2600547 -W.O. 2026-5**

Update:

The 30,000 square foot Former First Baptist Church is located at 315 W. Michigan Avenue and is Kalamazoo's oldest public building, completed in 1855. In 2017, the 501(c) organization KNAC was formed to preserve the building and transform it into a community arts and innovation center. KNAC is investing almost \$10 million in the proposed renovations to make the building more accessible, sustainable, and functional, leveraging multiple funding sources. At the March 2026 regular KCBRA meeting, the board accepted the Part 1 project application, waiving the application fee, and voted to approve a \$10,000 reimbursement of the asbestos survey pending a lien waiver furnished by Fishbeck. Fishbeck has furnished a lien waiver for the survey costs to KCBRA staff and it is Fishbeck's understanding that reimbursement has been issued to KNAC. Board action during the May KCBRA meeting approved KNAC's LBRF grant request, up to \$224,521.40 based on the bid tabulation sheet, to cover the abatement and needed air monitoring and oversight services, inclusive of a 15% flexible contingency budget. Further, the board approved work order 2026-5 to detail the scope and budget to conduct the necessary abatement oversight services during the abatement portion of the redevelopment. Fishbeck invoicing will only note the base contract amount of \$195,236 at this point in time, until and if

the contingency is needed. ***Asbestos abatement has been scheduled for early 2027 with spring 2027 targeted for the start of KNAC's construction activities. This month's invoice for consideration includes limited project coordination efforts.***

4. HOPE thru Navigation, 707 N. Westnedge Avenue, Kalamazoo, Michigan
Project No: 2600833 -W.O. 2026-4, Amendment No. 1
Update:

The KCBRA accepted a project application from Helping Other People Exceed HOPE Thru Navigation seeking funding support in support of acquisition of the property located at 707 N. Westnedge Avenue. HOPE Thru Navigation have indicated they have entered into a purchase agreement with the City of Kalamazoo Brownfield Redevelopment Authority, the current property owner. It is HOPE thru Navigation's intent to develop three tiny home units, each approximately 410 square-feet in size, on the property. This proposed development is similar to the Tiny Homes Phase 1 development that HOPE thru Navigation completed across the street. Work order 2026-4 was approved in May 2026 regarding the completion of a Phase I Environmental Site Assessment (ESA) utilizing the Authority's Site Study Fund. Work order 2026-4, Amendment No. 1 was approved in June 2026 utilizing the Authority's LBRF to complete a Phase II ESA to evaluate the identified Recognized Environmental Conditions (RECs), and prepare a Baseline Environmental Assessment (BEA), and Documentation of Due Care Compliance (DDCCR), if applicable. The Phase I ESA is complete and the report has been furnished to both the KCBRA and the applicant. RECs identified during the Phase I ESA, consist of the potential for presence of impacted fill material and the potential for impact from two separate historical clothes cleaning operations formerly located on the Subject Property. Fishbeck has completed all Phase II ESA activities, which included the collection of soil, groundwater, and soil gas samples and issuing the report. During the installation of borings, Fishbeck did note the presence of buried fill material consistent with other parcels in the area/common history for the area. Laboratory results identified select contaminants (PNA phenanthrene and the metals arsenic, mercury, and selenium) in soil samples about EGLE cleanup criteria. These results indicate that preparation of a BEA and DDCCR are applicable. VIAP Screening Level (SL) exceedances in soil do not appear to represent a potential source for an unacceptable vapor intrusion exposure and do not appear to require additional assessment and/or response relative to the VIAP. Fishbeck has met with the applicant and the KCBRA Administrator to discuss the Phase II ESA findings and has separately met with HOPE thru Navigation's project architect. Additional sampling is not anticipated. ***Fishbeck has completed the BEA and DDCCR. Fishbeck is waiting on a signed Secondary Certification Form from the Developer authorizing the submittal of the BEA to EGLE. A proposed closing date has not been received. This month's invoice for consideration including 100% completion of the BEA/DDCCR.***

5. Kalamazoo Plating Works EGLE Grant-436 W. Williard St., 522 and 528 N. Westnedge Ave., 443 and 439 W. Ransom St., Kalamazoo, MI
Project No: 2601316.00
Update:

The EGLE Grant Agreement has been fully executed for \$700,000 to conduct the completion of due care activities including design, installation, and commissioning of an active Vapor Mitigation System within an inter-connected complex of manufacturing and warehousing buildings. The grant term is 2 years with a grant period end of September 1, 2028. The Reimbursement Agreement has also been executed. A kickoff meeting was held between EGLE, Fishbeck, the developer, and the KCBRA Chair and Brownfield Administrator on September 16, 2026. ***The first grant Work Plan is being finalized by Fishbeck and will be submitted to EGLE by the Brownfield Administrator upon completion. Fiscal Year 2026 Quarter 4 Request No. 1 quarterly report has been prepared. The EGLE project sign has been ordered and is being delivered to the project site this week. No other grant funded activities may commence until approval of the Work Plan.***

General Environmental Review

Budget and Cost Summary

[illegible]

General Environmental Review

Budget and Cost Summary

[illegible]

CONTRACT ADDENDUM NO. 5
for
Kalamazoo County Brownfield Redevelopment Authority

This Addendum, made and entered into this the 22nd day of October 2026 by and between the Kalamazoo County Brownfield Redevelopment Authority, 201 West Kalamazoo Avenue, Room 207, Kalamazoo, Michigan 49007 (hereinafter as referred to as the "Authority"), Fishbeck, (formerly Envirologic Technologies, Inc.) located at, 2960 Interstate Parkway, Kalamazoo, Michigan 49048 (hereinafter as referred to as the "Consultant").

WITNESSETH

WHEREAS, the KCBRA has previously entered into a Contract with the Consultant, original contract dated March 7, 2022, for environmental services related to Brownfield redevelopment work; and

WHEREAS, the KCBRA has previously extended the contract under Addendum No. 1, on 9/22/2022; and

WHEREAS, the KCBRA has previously entered into a Professional Services Agreement, authorizing Fishbeck to perform the requirements of the Contract for Professional Services on 1/31/2023; and

WHEREAS, the KCBRA has previously extended the contract under Addendum No. 2, on 11/16/2023; and

WHEREAS, the KCBRA has previously extended the contract under Addendum No. 3, on 11/14/2024; and

WHEREAS, the KCBRA has previously extended the contract under Addendum No. 4, on 10/23/2025; and

WHEREAS the Authority at their regular meeting on October 22, 2026, voted to approve amending the said Contract to continue for an additional two years.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements of the parties hereto, it is mutually understood and agreed by and between the parties that the existing Contract between the two parties be amended as follows:

1. The Consultant will continue, as directed and approved by the Authority, to provide the environmental assessment, project management and other services with the confines of the Authority available funds on a project-by-project basis from January 1, 2027. through December 31, 2028.

Except as hereinabove specifically modified, the Contract and its provisions between the parties dated March 7, 2022, as amended on 9/22/2022, 1/31/2023, 11/16/2023, 11/14/2024, 10/23/2025, and 10/22/2026 will remain in full force and effect.

IN WITNESS THEREOF, the parties hereto have set their hands the date first above written.

SIGNATURE SECTION

For: FISHBECK, INC.

By: _____
 David Stegink
 Its: Vice President

Date: _____

For: KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

By: _____
 Kenneth Peregon
 Its: Chairperson

Date: _____



MEMORANDUM – DRAFT NOTES

TO: Kalamazoo County Brownfield Redevelopment Authority (KCBRA)

FROM: Macy Walters, Brownfield Redevelopment Administrator

DATE: October 22, 2026

SUBJECT: 2026 Board Retreat Meeting Notes

A board member retreat for the Kalamazoo County Brownfield Redevelopment Authority (KCBRA) was publicly noticed and held on October 9, 2026, from 10:00 a.m. to 1:00 p.m. in the Fishbeck Training Room located at the Fishbeck Kalamazoo Offices. The following memorandum is provided as meeting notes in the form of post-retreat memorandum, no action was taken at the retreat. **Chair Peregon called the meeting to order at 10:22 a.m.**

Recap of past KCBRA Board Retreats: the 2023 KCBRA Board Retreat outcomes included Local Brownfield Revolving Fund (LBRF) Policy updates, LBRF projections, and investing the LBRF. The 2025 KCBRA Board Retreat outcomes included the establishment of the Emerging Developer Fund, strategic discussion of project prioritization, and Economic Strategic Goals as they relate to the goals identified by Kalamazoo County Administration.

2026 Retreat Presentation and Pre-retreat Survey: The retreat presentation highlighted estimated LBRF revenue contributions through 2058 and the projected admin fund balance for 2026. The board participated in a pre-retreat survey identifying retreat goals and conducted a brief analysis of the organization's perceived strengths, weaknesses, opportunities, and threats (SWOT). The results of the survey identified three main goals: Site Prioritization, Stakeholder Engagement, and Fund Utilization.

Group Discussion: Members participated in an exercise to identify priority areas for targeted redevelopment within the county. The exercise discussed the proposed reuse and alignment with KCBRA goals. Key areas identified during the exercise included the Parchment Mill Site, the Gull Road and Riverview Drive area, Stadium drive entering WMU's Campus, the Crossroads Mall, and the 9th Street/Main Street area. The group also discussed the challenges of site access in redevelopment projects, considering requests from property owners or potentially liable parties, and housing projects were briefly discussed. Discussion ensued related to capacity limitations and the KCBRA's desire to remain in a supporting role in the redevelopment process.

Retreat Conclusion: The board discussed the results of the survey related to director perceived strengths, weaknesses, opportunities, and threats to the organization. The retreat concluded with directions to staff to begin planning a stakeholder engagement event and to pursue a marketing student internship opportunity to increase the KCBRA's capacity. The board would

like to consider the opinions of the three directors who were unable to attend the retreat prior to identifying priority areas.

Present: Christopher Carew, Chad Goodwill, Jodi Milks, Monteze Morales, Kenneth Peregon, and Andrew Wenzel. Lana Escamilla, Chas Hammond, and Jared Lutz were excused.

Staff: Macy Rose Walters, Brownfield Redevelopment Administrator & Rachael Grover, Planning Director

Consultant(s): Therese Searles and David Stegink, Fishbeck

Recording Secretary: Macy Rose Walters, Brownfield Redevelopment Administrator

Community: 0

The meeting adjourned at 1:00 p.m.

Public meeting information including agendas, packets, and minutes can be found online on the KCBRA's website at the link provided below. 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 Rose Walters, Brownfield Redevelopment Administrator www.kalcountybrownfield.com/meetings/

201 West Kalamazoo Avenue Kalamazoo, MI 49007

EMAIL CONTACT: macy.walters@kalcounty.gov TELEPHONE (269) 384-8305

Item 8

1	Postage	
2	Jan-March	\$ -
3	April-June	\$ 154.62
4	July-Sept.	\$ 57.44
5	Oct.-Dec.	
6	Total	\$ 212.06

8	Printing	
9	Jan-March	\$ -
10	April-June	\$ -
11	July-Sept.	
12	Oct.-Dec.	
13	Total	\$ -

15	Office Supplies	
16		
17	Total	\$ -

19	Contractual	
20	Fishbeck invoice 2/11/26	\$ 1,015.00
21	Fishbeck invoice 3/11/26	\$ 2,478.75
22	Fishbeck invoice 3/27/26	\$ 7,988.89
23	Fishbeck invoice 4/24/26	\$ 1,500.00
24	Fishbeck invoice 4/24/26	\$ 1,955.74
25	Fishbeck invoice 6/15/26	\$ 4,221.25
26	Fishbeck invoice 7/9/26	\$ 5,117.60
27	Fishbeck (West Main 1 review)	\$ 22,566.25
28	Fishbeck invoice 9/17/26	\$ 2,682.50
29	Fishbeck Invoice 10/8/26	\$ 1,223.75
30	Total	\$ 50,749.73

32	Site Study	
33	KNAC Reimbursement HMI	\$ 10,000.00
34	Fishbeck invoice 7/9/26 MRC	\$ 3,000.00
35	Total	\$ 13,000.00

Contractual - Other	
Varnum invoice (Pavilion Inv.) 1/15/26	\$ 1,237.50
Varnum invoice (100 is. & Pav. Inv.) 4/17/26	\$ 8,606.50
Varnum Credit for "B on Burdick" Invoice	\$ (262.50)
Total	\$ 9,581.50

Communication	
Total	\$ -

Travel	
Total	\$ -

Marketing	
Bluetree Webdesign Invoice 5/27/26	\$ 80.00
Total	\$ 80.00

Employee Training	
IEDC Membership Renewal - Walters '26	\$ 195.00
CECd Exam Fee - Walters 4/2/26	\$ 610.00
MEDA Membership Fee- Walters '26	\$ 350.00
CECd Exam Fee - Walters 9/18/26	\$ 385.00
Total	\$ 1,540.00

Miscellaneous	
Total	\$ -

Indirect Cost alloc.	
Total	\$ -

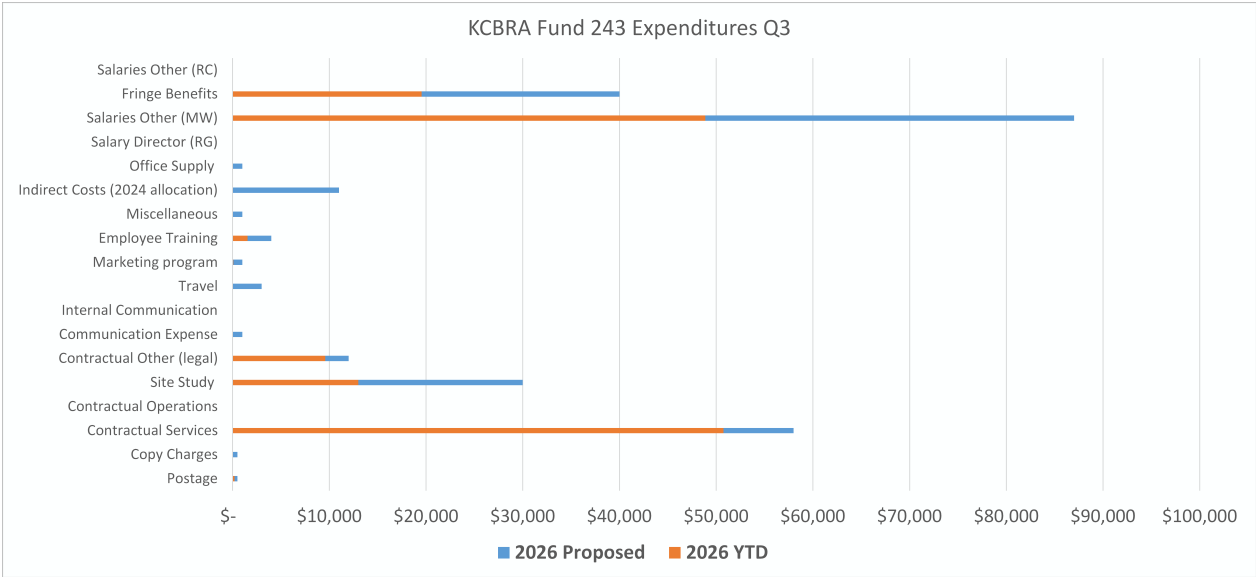
Interest Expense	
Total	\$ -

Total Expenses	\$ 143,573.85
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KCBRA Admin Account Balance \$851,999.85

Estimated KCBRA Fund amounts with Encumbrances & TIR Held for Reimbursements

Fund 243 General Fund	\$5,821,028.96
Fund 242 LBRF	\$4,278,270.74



2025 MUNIS BRA TOTAL YEAR END					5,964,875.00
ESTIMATED TOTAL FUND BALANCE AS OF 10/14/26					\$5,828,279.23
2025 BRA Carry Forward Administrative Fund Balance					\$872,076.13
Administrative Fund Balance as of 10/14/26					\$851,999.85
BRA Fund 243 for 2026 (Formerly Fund 247)	Revenues	Expenses	Estimated Pending reimb.	REV-EXP	
County BRA (acct 24370300-)		143,573.85		-143,573.85	MUNIS Actual, Admin Expense (D6)
Dividends	99,025.87			99,025.87	
Service Fees (application fee payments)	10,000.00				
3rd Party Reimbursements	14,471.70	4,850.38			
Midlink local TIR tax (acct 24370301-420.00)	488,292.58	208,561.28		279,731.30	
Midlink school TIR tax (acct 24370301-420.01)				0	
Midlink Admin chg					
General Mills local TIR (acct 24370304-420.00)	114,204.20	104,845.86		9,358	
General Mills school TIR (acct 24370304-420.01)				0	
General Mills Admin chg					
9008 Portage Road local TIR (acct 24370303-420.00)	4,290.79	4,621.72		-331	
9008 Portage Road school TIR (acct 24370303-420.01)	3,172.85			3,173	
9008 Portage Road Admin Chg					
555 E. Eliza St. Local TIR (24370306-420.00)	84,884.78	27,019.58		57,865	
555 E. Eliza St. School TIR (24370306-420.01)	60,571.54	72,147.04		-11,576	
555 E. Eliza St. Admin Chg				0	
232 LLC Local TIR (24370307-420.00)	5,853.37			5,853	
232 LLC Admin. Chg					
Blackbird Billiards local TIR (24370308-420.00)	1,129.27	835.63		294	
Blackbird Billiards School TIR (24370308-420.01)	925.48	797.76		127.72	
Blackbird Billiards Admin Chg					
Kalamazoo West Prof Ctr Local TIR (24370310-010)	5,472.59	5,242.74		229.85	
Kalamazoo West Admin. Chg					
Metal Mechanics Local TIR (24370311-420.00)	2,489.38	13,522.55		-11,033	
Metal Mechanics School TIR (24370311-420.01)		6,554.39		-6,554	
Metal Mechanics Admin. Chg.					
Scanell/Project Spartan Local TIR (24370318-420.00)	590,912.74	1,197,754.00		-606,841	
Scanell/Project Spartan Admin. Chg.					
Schupan Local (24370326-420.00)	31,133.41	51,088.95			
Schupan State (24370326-420.01)					
Schupan Admin. Chg					
Stadium Park Way Local (24370314-420.00)	80,474.32	196,012.50		-115,538	
Stadium Park Way School (24370314-420.01)		138,604.29		-138,604	
Stadium Park Way Admin Chg					
383 S. Pitcher St Local TIR (24370315-420.00)	16,478.82	9,339.41		7,139	
383 S. Pitcher School TIR (24370315-420.01)	10,695.41	12,392.82		-1,697	
383 S. Pitcher Admin Chg					
Vickburg Mill Local TIR (24370316)	10,950.20				
Vicksburg Mill State TIR (24370316)					
Vicksburg Mill Admin. Chg					
Delta Marriott (24370317) Local TIR	65,286.47	64,386.47			
Delta Marriott School TIR					
Delta Marriott Admin. Chg					
2 and 10 Mills St. (Environmental Work)					
Graphic Packaging Local TIR (24370319-420.00)	225,527.55			120,682	
Graphic Packaging School TIR (24370319-420.01)	138,345.48			138,345	
Graphic Packaging Admin Chg					
IPUSA Local TIR (24370320-420.00)	395,933.90	335,232.36			
IPUSA State TIR (24370320-420.01)					
IPUSA Admin. Charge					
KALSEE Credit Union Local TIR (24370321-420.00)	14,364.61	14,099.50			
KALSEE Credit Union State TIR (24370321-420.01)					
KALSEE Credit Union Admin. Charge					
Landscape Forms, Inc.					
City BRA Projects to Reimburse KCBRA (3rd Party Reim.)					
615 W. Kalamazoo Ave. (KCBRA fully reimbursed 9/25)					
619 Porter St. (Environmental work)					
Clarkwillard Trimpack Property (LBRF Loan)					
315 E Frank Street (Legal Fees)					
The "B" on Burdick(varnum credit)					
BRA ACTUAL TOTAL IN 2026 AS OF 10/14/26	2,474,887.31	2,611,483.08	-	-136,596	-136,596 5,828,279

(Michigan hou
9008 portage i

Prev Yrs admin JE in MUNIS \$297.20

Amount Spent
22630.1723,999.94
funding no lon

2020-26 Pending remaining of approved Work Orders & Other Expenses

General Fund

FUND 247
MWalters 5-26-2022

WO#17 - Gen Env. Consulting, Ammend. #1			85	unused in 2017 unused in 2018 unused in 2018 unused in 2018 unused in 2019 unused in 2019 unused in 2020 unused in 2021 unused in 2022 unused in 2023 unused in 2024 unused in 2025
WO#2018-1 - General Env. Consulting			20	
WO#19 - Checker Motors MDEQ SSA grant application			\$1179 + \$58 application	
WO# 2018-2 ET Annual Report Assistance			25	
WO# 2018-3 Website Assistance -Envirologic			42.5	
Web Hosting (annual expense)			0 Remaining amount in W.O.	
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			16,393.75	
WO#2022-1 General Environmental + admin			11,722.50	
WO#2023-1 General Environmental + Admin			6,780.44	
WO #2024-1 General Environmental + Admin			2,354.96	
WO# 2025-1 General Environmental + Admin			3,223.76	
WO# 2025-2 Habitat for Humanity		0.00	amount remaining in w.o.	
WO# 2026-1 General Environmental		7,250.27	amount remaining in w.o.	
Fund 243 (247) Work Order TOTAL		7,250.27		
5,821,029 Est. Fund 243				
Local Brownfield Revolving Fund 242	Revenues	Expenses		
Dividends deposited to date	533,275		on Michigan CLASS \$4.6M	
440, LLC - Funding Request		0.00	Remaining amount in W.O.	
WO#2021-2 3800 Wynn Rd General Env.		0.00	\$6,832 Remaining (\$21k allocated)	
WO#2023-2 YWCA VMI system (GRA)		4,949.23	Remaining (\$110k allocated)	
WO#2023-3 436 W. Willard Street (LRA)		0.00	Remaining amount in W.O.	
555 Eliza Street/ Lee Street Expansion (LRA)		425,995.00	Encumbered figure of Loan Amt.	
WO# 2026-3 MRC Industries		16,375.00	Remaining amount in W.O.	
WO# 2026-4 Hope THRU Navigation Tiny Homes		0.00	Remaining amount in W.O.	
WO# 2026-5 KNAC		224,121.10	Remaining amount in W.O.	
City of Portage - Ali Family Home- Tornado Project		123,873.00	Remaining amount in W.O.	
estimated work order totals LBRF		795,313.33	w/ pending LBRF requests	
Emerging Developer Fund Work Orders & Other Expenses		500,000.00	Estimated Amt. Allocated for 2026	
WO# 2025-2 Habitat for Humanity		0.00	\$14 unused (\$2,500 allocated)	
WO# 2025-3 Rooney's Soul Food Wagon		0.00	\$11,377.84 unused (\$25k allocated)	
WO# 2025-4 The Kalamazoo Curling Club		0.00	Remaining amount in W.O.	
WO# 2026-2 Flowers Automotive Recycling		0.00	Remaining amount in W.O.	
Emerging Developer Allocation for 2026		469,000.00	Remaining in 2026 Allocation	
Fund 242 (643) Encumbrances & Work Order Total		1,295,313.33	w/ Emerging Developer Allocation for 2025	
total work orders & other expenses from both accounts		1,302,563.60		

Estimated totals for Projects w/ Pending Invoice Packets not yet submitted for Eligible Expenses to Developers (with required documentation):

projects that have held TIR but not approved invoice packet

Graphic Packaging
The Vicksburg Mill

ESTIMATED Total Remaining including TIR (w/remaining developer invoice packts encumbrances TBD)

5,821,028.96

Local Brownfield Revolving Fund - Fund 242 (Previously Fund 643)	Revenues	Expenditures	Running Balance
Carry Forward from 2014 - 2025	5429812.5		5,429,812.50
Dividends from Michigan CLASS investment \$4.6 M 1/31/26	16,285.35		5,446,097.85
Dividends from Michigan CLASS investment \$4.6 M 2/28/26	14,544.31		5,460,642.16
Fishbeck WO #2026-2 Flowers Automotive Recycling 3/10/26		(17,500.00)	5,443,142.16
Fishbeck WO# 2025-4 Kalamazoo Curling Club 3/27/26		(2,500.00)	5,440,642.16
Dividends from Michigan CLASS investment \$4.6 M 3/31/26	15,963.96		5,456,606.12
Fishbeck WO #2026-2 Flowers Automotive Recycling 4/7/26		(6,500.00)	5,450,106.12
Dividends from Michigan CLASS investment \$4.6 M 4/30/26	16,462.25		5,466,568.37
Fishbeck WO #2026-2 Flowers Automotive Recycling 4/24/26		(1,500.00)	5,465,068.37
Fishbeck WO# 2025-4 Kalamazoo Curling Club 4/24/26		(3,000.00)	5,462,068.37
Transfer from 9008 Portage Road 5/28/26	10,527.71		5,472,596.08
Dividends from Michigan CLASS investment \$5.4 M 5/31/26	17,209.55		5,489,805.63
Fishbeck WO#2026-3 MRC Industries 6/15/26		(3,000.00)	5,486,805.63
Dividends from Michigan CLASS investment \$5.4 M 6/30/26	16,831.91		5,503,637.54
Fishbeck WO#2026-5 KNAC 7/9/26		(291.55)	5,503,345.99
Fishbeck WO#2026-4 Hope THRU Nav 7/9/26		(6,450.00)	5,496,895.99
Fishbeck WO#2026-3 MRC Industries 7/9/26		(1,750.00)	5,495,145.99
Transfer from Metal Mechanics 7/23/26	157.49		5,495,303.48
Transfer from Stadium Park Way 8/27/26	2,614.53		5,497,918.01
Transfer from Delta Marriott 8/27/26	64,386.47		5,562,304.48
Dividends from Michigan CLASS investment \$5.4 M 7/31/26	17,495.99		5,579,800.47
Fishbeck WO#2026-4 Hope THRU Nav 7/31/26		(10,350.00)	5,569,450.47
Fishbeck WO#2026-3 MRC Industries 7/31/26		(9,500.00)	5,559,950.47
Fishbeck WO#2026-5 KNAC 9/10/26		(36.25)	5,559,914.22
Fishbeck WO#2026-3 MRC Industries 7/9/26		(4,125.00)	5,555,789.22
Dividends from Michigan CLASS investment \$5.4 M 8/31/26	17,794.85		5,573,584.07
Fishbeck WO#2026-3 MRC Industries 10/8/26		(10,250.00)	5,563,334.07
Fishbeck WO#2026-5 KNAC 10/8/26		(72.50)	5,563,261.57
Fishbeck WO#2026-4 Hope THRU Nav 10/8/26		(5,000.00)	5,558,261.57
Dividends from Michigan CLASS investment \$5.4 M 9/30/26	17,597.37		5,575,858.94
2026 LBRF Transactions to Date	227,871.74	(81,825.30)	146,046.44
Subtotals	5,657,684.24	(66,502.80)	5,591,181.44
Fund 242 TOTAL to date \$			5,573,584.07

*CORRECTED 9-9-26

Estimated amount less encumbrances \$		4,278,270.74	
Dividends 2026 Year to Date	150,185.54	LBRF Emerging Developer Fund	
Total Dividend Deposits to Date	533,274.76	Encumbered Amt.	-
Total Project Revenues for 2026 Year to Date	77,686.20	Total Fund Exp.	51,178.46
Total Project Expenses for 2026 Year to Date	-81,825.30	2026 Expenses	(31,000.00)
LBRF work order totals remaining in Emerging Developer Fund	0.00	Allocated in '26	500,000.00
LBRF grant and loan totals remaining	447,319.23	Remaining	469,000.00
LBRF amount less encumbrances	4,295,868.11	Projects Funded	4
		KVHH Colby Ave	2,100.00
		Rooney's Soul Food	25,000.00
		Flowers Automotive	25,500.00
		Kalamazoo Curling Club	5000



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
REMEDIATION AND REDEVELOPMENT DIVISION



PHILLIP D. ROOS
DIRECTOR

September 30, 2026

VIA EMAIL

Macy Walters, Administrator
Kalamazoo County Brownfield Redevelopment Authority
201 West Kalamazoo Avenue
Kalamazoo, Michigan 49007
Macy.Walters@Kalcounty.gov

Dear Macy Walters:

SUBJECT: Brownfield Redevelopment Loan Repayment: Paid in Full
CMS 555 Eliza Street, Schoolcraft Project, Tracking Code 2015-1242

The Kalamazoo County Brownfield Redevelopment Authority (BRA) received a Brownfield Redevelopment Loan (BRL) award totaling \$150,000 from the Michigan Department of Environment, Great Lakes, and Energy (EGLE), for the CMS 555 Eliza Street, Schoolcraft project. The contract was executed on September 14, 2015.

During 2015, there was one disbursement against the loan totaling \$150,000, and in 2019 the Kalamazoo County BRA returned \$9.21 in unused funds, leaving a principal balance of \$149,990.79. Repayment began on September 14, 2023.

Our records indicate that with the last payment received from the Kalamazoo County BRA on September 16, 2026, the remaining loan balance is \$0.00. The Kalamazoo County BRA has completed loan repayment and is officially released from all obligations under the BRL contract.

Macy Walters, Administrator
Page 2
September 30, 2026

Thank you for completing repayment of the Brownfield Redevelopment Loan. EGLE looks forward to working with you again on future brownfield redevelopment projects. Please contact me if you have any questions.

Sincerely,

A handwritten signature in dark ink, appearing to read "Jeff Hukill". The signature is fluid and cursive, with the first name "Jeff" and last name "Hukill" clearly distinguishable.

Jeff Hukill, Brownfield Specialist
Remediation and Redevelopment Division
517-242-9276

cc/enc: Lori Carter, MDOT
Madeleine Schmitt, MDOT
Joseph Finkbeiner, MDOT
Carrie Geyer, EGLE
Mark Kussro, EGLE
Doug Koop, EGLE
File # 2015-1242

State Of Michigan
Department of Environment, Great Lakes, and Energy
Remediation & Redevelopment Division Brownfield Grants and Loans

BRL

2015-1242 555 East Eliza Street, Schoolcraft #450484

Compound period	Annual	Revised
Annual rate	1.5000%	0.25%
Loan amount awarded	\$ 150,000	
Loan Execution	09/14/15	

PMT #/ Descr.	Transaction Date	Loan Draw amount	Interest	Principal	Unspent Loan Funds	Total Payment Amount	Principal Balance
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Loan Draw #W6600252	10/30/15	150,000.00					150,000.00
Return Unused Loan Funds	02/15/19		391.28		9.21	400.49	149,990.79

Paid

09/14/20

09/14/21

09/14/22

1 09/14/23

2 09/14/24

3 09/14/25

Additional Principal

PAYOFF 09/16/26

Amendment #1 changes terms. Delays initial payment for 3 years.
Reduces interest rate when payments begin to .25%
Extends repayment by making the payments equal to \$10,000 annually.

0.00	10,000.00	0.00	10,000.00	139,990.79	✓
349.98	9,650.02	0.00	10,000.00	130,340.77	✓
325.85	9,674.15	0.00	10,000.00	120,666.62	✓
	21,500.00		21,500.00	99,166.62	✓
	99,166.62		99,166.62	0.00	✓

Next Payment Due: 4	09/14/26	0.00	0.00	0.00	0.00	0.00
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5	09/14/27	0.00	0.00	0.00	0.00	0.00
6	09/14/28	0.00	0.00	0.00	0.00	0.00
7	09/14/29	0.00	0.00	0.00	0.00	0.00
8	09/14/30	0.00	0.00	0.00	0.00	0.00
9	09/14/31	0.00	0.00	0.00	0.00	0.00
10	09/14/32	0.00	0.00	0.00	0.00	0.00
11	09/14/33	0.00	0.00	0.00	0.00	0.00
12	09/14/34	0.00	0.00	0.00	0.00	0.00
13	09/14/35	0.00	0.00	0.00	0.00	0.00
14	09/14/36	0.00	0.00	0.00	0.00	0.00

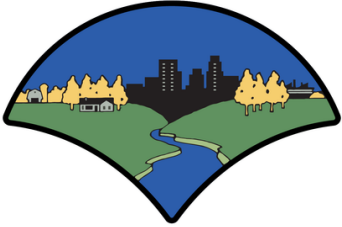
675.83	149,990.79	0.00	150,666.62
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KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

2025 ANNUAL REPORT



THE KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY



ABOUT THE AUTHORITY

The Kalamazoo County Brownfield Redevelopment Authority (KCBRA) was created in 2002 to address Brownfield sites countywide. It was established by the Kalamazoo County Commission under the Michigan Brownfield Redevelopment Refinancing Act (Act 381 of 1996, as amended). The KCBRA's role is to assist participating county municipalities and developers complete projects through the use of tax increment financing, grants, loans and other incentives.

MAJOR GOALS OF BROWNFIELD REDEVELOPMENT

1. **Increase Investment, Jobs and Revenue**
2. **Re-use Existing Infrastructure**
3. **Encourage Redevelopment**
4. **Recovery of Tax base**
5. **Improve value of surrounding property**
6. **Preserve Historic or Cultural Community Icons**
7. **Environmental Cleanup**
8. **Reduce Sprawl**
9. **Increase local housing stock per PA 90 of 2023**
10. **Incentivize projects for Emerging Developers & Non-profit Organizations**

FROM THE BROWNFIELD REDEVELOPMENT ADMINISTRATOR

The KCBRA has become a major resource and partner for positive economic change in Kalamazoo County by helping to assess and understand contaminated sites, foster job creation, eliminate blight, re-use properties and infrastructure, and leveraging public and private investments. In 2025, the KCBRA closed out their most recent EPA Community-wide Brownfield Assessment Grant of \$300,000, leveraging over \$49M in private investment directly in Kalamazoo County.

Looking ahead, the KCBRA will continue to further economic impact in Kalamazoo County by implementing priorities identified during the February Board Retreat, resulting in the Emerging Developer Fund. The fund is an application based fund from the local brownfield revolving fund (LBRF), reserved for grants and loans toward projects lead by emerging developers.

Sincerely,



Macy Rose Walters

Macy Rose Walters, MPA
Brownfield Redevelopment
Administrator

KCBRA FUND BALANCES



THE GENERAL FUND & ADMINISTRATIVE FUND BALANCE (243)

Under Michigan Public Act 381 of 1996, brownfield redevelopment authorities are reimbursed for administrative expenses and project specific charges related to administering each brownfield plan. Only the actual costs of the Authority are reimbursed. Statute limits the Authority's reimbursable costs based on the number of active brownfield plans administered annually. Administrative costs covered by Tax Increment Revenue (TIR) captured by brownfield plans include staff salaries, operating costs, and project specific legal expenses. In 2025, the Authority had 20 active brownfield plans, and 16 plans capturing tax increment revenue.

FUND 243 ADMIN BALANCE

2024 CARRY FORWARD **\$685,550**

REVENUE TOTAL **+ \$194,185**

APPLICATION FEES \$10,000

DIVIDEND DEPOSITS \$145,792

3RD PARTY REVENUE* \$38,392

*3rd Party Reimbursements to the Authority for eligible project specific expenses that were not previously reimbursed through annual administration fees.

EXPENSE TOTAL **- \$162,012**

PROJECT ADMIN FEES **+ \$154,352**

\$872,075

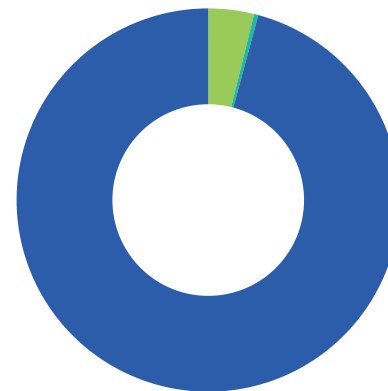
ADMINISTRATIVE FUND BALANCE *

*Administrative fund balance does not include project related revenue held for developer reimbursements through active brownfield plans

LOCAL BROWNFIELD REVOLVING FUND (242)

\$5,429,812 *

*Balance does not include encumbrances



95.8%

Previous Balance

3.8%

Dividends

.4%

Project Revenue

PROJECT REVENUE

Delta Marriott \$10,084

IPUSA \$2,300

KALSEE Credit Union \$7,426

Total Project Revenue **\$19,810**

PROJECT EXPENSES

Pre-Development Funding \$19,778.

Grant Funding \$14,679

Total Fund 242 Expenses **\$34,457**

2025 OUTPUTS & OUTCOMES



In 2025, Planning and Development Department Staff participated in various economic development trainings and local stakeholder events, as well as assisted three local municipalities with developing Brownfield Tax Increment Financing Policies to address eligible housing development projects in Kalamazoo County. **Kalamazoo County adopted their first two housing brownfield plans in 2025, with a proposed total construction of 314 new housing units.** The inclusion of housing to the Michigan Brownfield Redevelopment Statute, MI PA 381 of 1996, as amended in 2023, has allowed for new construction to be sold or leased for less than market rate, to households between 80-120% Area Median Income. This update to state law allows housing projects to receive tax increment financing as a reimbursement for developing the property and installing necessary public and private infrastructure while increasing the local housing stock.

PROJECT APPLICATIONS APPROVED

- **Kalamazoo Valley Habitat for Humanity (in Cooper Township)**
- **Pavilion Investors, LLC**
- **Rooney's Soul Food Wagon**
- **Maple Hill Leaseholds, LLC**
- **Green Development Ventures, LLC**
- **The "B" on Burdick**
- **West Main 1, LLC**
- **Flowers Automotive Recycling**
- **The Kalamazoo Curling Club**
- **555 Eliza Street Expansion**

3

NEW BROWNFIELD PLANS

Pavilion Investors, LLC
Maple Hill Leaseholds, LLC
Green Development, LLC

6

COMMUNITIES IMPACTED

Cooper Township, Pavilion Township, Comstock Township, Oshtemo Township, the City of Kalamazoo, & the City of Parchment

4

BROWNFIELD 101 TRAININGS

To: St. Joe County BRA, Oshtemo Township, Pavilion Township, & the City of Galesburg

131

PROJECT MEETINGS

W/ Development Teams & Stakeholders

314

NEW HOUSING UNITS

275 total units in Pavilion Township
39 Single-family homes in Oshtemo Township

PROJECT APPLICATION OUTCOMES

10

New Project Applications or Updated Project Applications Approved

222.84

Acres proposed for redevelopment from 2025 Approved Project Applications

58

Estimated Jobs to be Created or Retained

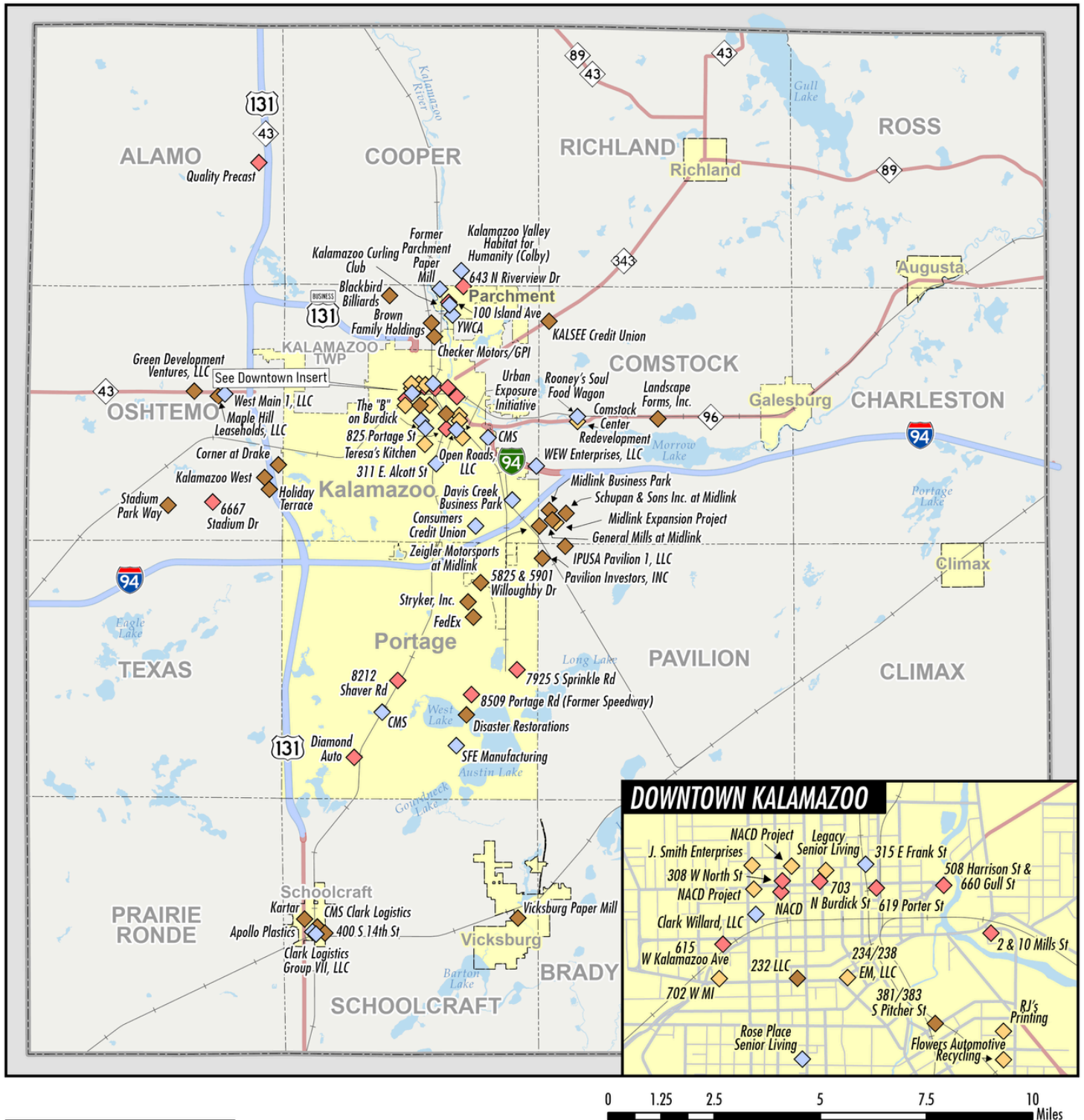
\$261,915,500

Total Capital Private Investment Anticipated from Project Applications Approved

BROWNFIELD PROJECT MAP

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

75 PROJECTS SUPPORTED TO DATE & 12 COMMUNITIES IMPACTED



Legend

- ◆ 2016 EPA Grant Funded Projects
- ◆ 2021 EPA Grant Funded Projects
- ◆ Brownfield Plans
- ◆ KCBRA Supported Projects



KALAMAZOO
COUNTY GOVERNMENT
Planning & Development Department

This map is solely a representation of real-world conditions and is made available to the Recipient for informational purposes only. It is not a legal document or a recorded survey. KALAMAZOO COUNTY MAKES NO EXPRESS OR IMPLIED WARRANTIES WITH RESPECT TO THE CHARACTER, FUNCTION, OR CAPABILITIES OF THE MAP OR THE SUITABILITY OF THE MAP FOR ANY PARTICULAR PURPOSE. The County is not liable for any direct or indirect damages suffered related to the use of this map including, but not limited to, physical injury, death, property damage, economic loss, or other consequential damages suffered by the Recipient, or others, arising from any inadequacies of the map or the Recipient's use of the map. In no event will the County's liability to the Recipient or anyone else exceed the fee paid for the map product.

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KCBRA BROWNFIELD PLAN CAPTURE REPORT

There were 16 active Brownfield Plans that captured Tax Increment Revenue (TIR) in 2025, with a total of \$2,422,927 reserved for developer reimbursements, KCBRA administration fees, payments due to the State of Michigan Brownfield Fund, and the Local Brownfield Revolving Fund (LBRF).

\$738M
IN PRIVATE
INVESTMENT
LEVERAGED
LOCALLY

An annual report of TIR collections from Brownfield Plans is submitted to the Michigan Economic Development Corporation (MEDC) by the end of August each year, as required by law.

2025 Reporting Compliance Confirmed on 9/8/2026 by the Michigan Economic Development Corporation (MEDC)

#	Year Established	Plan Name	Location	TIR Collected in 2025	~ Private \$ Leveraged*
1	2008	Midlink Business Park	Comstock Township	\$483,014	\$109,000,000
		General Mills (added 2013)	Comstock Township	\$114,846	\$20,000,000
		AJZ Sprinkle (added 2017)	Comstock Township	\$0	\$9,000,000
		Schupan (added 2024)	Comstock Township	\$63,779	\$20,000,000
2	2009	Brown Family Holdings	Kalamazoo Township	Capture Complete in 2018	\$145,000
3	2011	232 LLC - Jimmy Johns	City of Kalamazoo	\$6,739	\$850,000
4	2013	Former Bud's Auto	City of Portage	\$7,259	\$300,000
5	2013	Kartar #6	Village of Schoolcraft	\$0	\$0
6	2014	Corner@Drake	Oshtemo Township	Capture Complete in 2021	\$57,000,000
7	2014	Clark Logic	Village of Schoolcraft	\$136,692	\$1,051,000
8	2015	Blackbird Billiards	Kalamazoo Township	\$2,031	\$200,000
9	2016	RAI AZO, LLC	City of Portage	Capture Complete in 2022	\$899,000
10	2016	Kalamazoo West Professional Center	Oshtemo Township	\$5,472	\$1,200,000
11	2016	Metal Mechanics	Village of Schoolcraft	\$6,044	\$1,474,946
12	2017	Stryker Instruments	City of Portage	Capture Complete in 2024	\$205,000,000
13	2017	Former Superior Graphics	City of Kalamazoo	\$27,174	\$3,820,767
14	2018	Stadium Parkway Redevelopment	Oshtemo Township	\$83,278	\$4,278,000
15	2018	Delta Hotels by Marriott Kalamazoo Conference Center	Oshtemo Township	\$65,286	\$4,000,000
16	2019	Transformational Brownfield Plan The Mill at Vicksburg	Village of Vicksburg	\$59,777	\$52,000,000
17	2019	Project Spartan	City of Portage	\$598,059	\$25,000,000
18	2019	Graphic Packaging	City of Kalamazoo & Kalamazoo Township	\$365,182	\$180,000,000
19	2022	IPUSA	Pavillion Township	\$384,133	\$40,000,000
20	2023	KALSEE Credit Union	Comstock Township	\$14,161	\$3,000,000
KCBRA	2002-2025	TOTAL TIR Revenue	Kalamazoo County Brownfield Plans	\$2,422,927	\$738,218,713

EPA GRANT CLOSE OUT: COMMUNITY-WIDE BROWNFIELD ASSESSMENT GRANT \$300,000

2021 EPA GRANT AWARD PERIOD: OCTOBER 2021 - SEPTEMBER 2025

In October of 2021, the U.S. Environmental Protection Agency (EPA) awarded the Kalamazoo County Brownfield Redevelopment Authority (KCBRA) a \$300,000 community-wide assessment grant to conduct environmental site assessments for petroleum and hazardous substances. The funds were used to attend two National Brownfields Conferences and assess the environmental condition of 16 sites throughout Kalamazoo County, with a focus on the Northside neighborhood in the City of Kalamazoo.

FINAL APPROVED GRANT BUDGET

\$300,000.00

\$1,200

Personnel

\$1,500

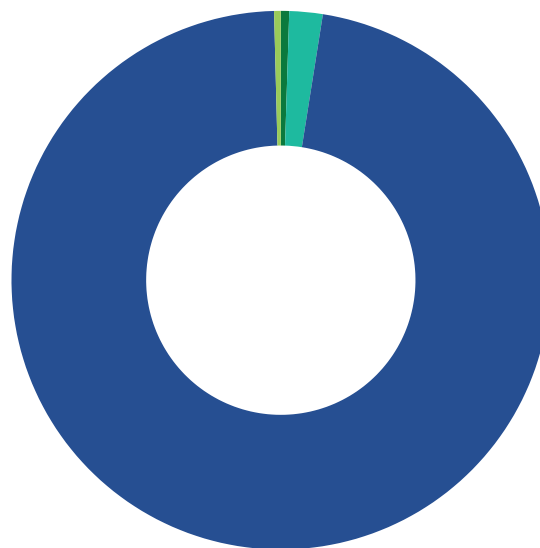
Supplies

\$6,000

Travel

\$291,300

Contractual



KEY ACCOMPLISHMENTS & OUTCOMES

16

Projects
Supported;
4 in target area

10

Outreach Events:
7 Brownfield 101 Presentations
2 Expo Events as Info Vendor
1 EPA Grant Award Presentation

298

Jobs Retained
or Created

\$49,071,631

Private Investment
Leveraged & \$144,819
of Public Investment
Leveraged

EPA GRANT PROJECT DELIVERABLES



100% OF GRANT AWARD UTILIZED

leveraging private and public investment county-wide.

\$163.57

of private investment leveraged per \$1 of EPA Grant Funds, far greater than the **national average** of **\$20.45** leveraged for every USEPA dollar.

GRANT AWARD OUTPUTS & OUTCOMES

Phase I Environmental Site Assessments	9
Phase II Environmental Site Assessments	17
Health & Safety Plans	10
Sampling and Analysis Plans	10
Clean Up Planning & Brownfield Planning Assessments	8
Hazardous Materials Inspections	6

GRANT COSTS PER PROJECT

\$5,268

1116 Lake Street

\$18,513

1216 S Burdick Street

\$8,695

234 E Michigan Ave.

\$6,140

555 Eliza Street

\$25,223

702 W Michigan Ave.

\$23,068

802 N Westnedge Ave.

\$26,000

Comstock Center
Redevelopment

\$22,000

Former Crown
Vantage Paper Mill

\$7,761

Former Schoolhouse #10

\$15,018

Fortitude Graphic Design

\$6,537

Midlink Business Park

\$16,758

NACD Church & Frank

\$52,404

NACD Ransom Street

\$14,165

YWCA

\$14,165

Flowers Automotive

\$12,568

Legacy Senior Living

THANK YOU

BOARD OF DIRECTORS

The 9-member board is appointed by the Kalamazoo County Board of Commissioners, and includes citizens, lenders, attorneys, construction management professionals, architects, landscape architects, real estate professionals, and economic development project managers. The KCBRA also serves on the Economic Development Corporation of the County of Kalamazoo Board (EDC) and meets on an as needed basis.

KCBRA DIRECTORS AND EX OFFICIO MEMBERS IN 2025

Christopher Carew

Lana Escamilla

Chad Goodwill

Kyle Gulau

Chas Hammond

Jared Lutz

Jodi Milks

Monteze Morales (*Commissioner Liaison*)

Kenneth Peregon

Andrew Wenzel

Non-voting Members:

John Taylor (*Commissioner Liaison Alternate*)

Craig Sherwood, Kalamazoo Township *Ex Officio Member*

Jodi Stefforia, Oshtemo Township *Ex Officio Member*

PLANNING AND DEVELOPMENT DEPARTMENT STAFF

Rachael Grover, MPA Director of Planning & Development

Macy Rose Walters, MPA Brownfield Redevelopment Administrator

BROWNFIELD CONSULTANT

General Environmental Contract: Fishbeck

Consultant: Therese Searles, Senior Brownfield Specialist

CONTACT



269-384-8305



www.kalcountybrownfield.com



201 W. Kalamazoo Ave.
Kalamazoo, MI 49007

Photo:

KCBRA Stakeholders at
the 2023 National
Brownfields Conference
in Detroit, MI

