
KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

MEETING DATE: Thursday, October 24, 2024
PLACE OF MEETING: 201 W. Kalamazoo Ave. Kalamazoo, MI 49007 Room 207-A
TIME: 3:00 pm

AGENDA

Link to join Webinar

<https://us02web.zoom.us/j/82661203045>

Webinar ID: 826 6120 3045

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 26, 2024
 5. Public Comments (4 minutes each)
 6. Consent Agenda
 - a. **From General Fund (243):**
 - i. **\$24,363.20** - FY24Q3 Reimbursement to Planning Dept
 - ii. **\$412.50** – Varnum Invoice #1352639 (LFI Brownfield Plan)
 - iii. **\$1,910.50** – Fishbeck Invoice #443527 (W.O. 2024-1 Gen. Env.)
 - b. **From LBRF Fund (Fund 242):**
 - i. **\$437.55** – Fishbeck Invoice #443511 (W.O.2024-2 YWCA)
 - c. **From EPA Grant Fund:**
 - i. **\$11,952.55** – Fishbeck Invoice #443453 (W.O. #17 Teresa’s Kitchen)
 - ii. **\$1,931.77** – Fishbeck Invoice #443454 (W.O. #18 J. Smith Ent.)
 - d. **Project Business:**
 - i. **Developer Reimbursements from 2023 Tax Increment Revenue:**
 1. **\$485,127.35** – Fed Ex Scannell 3rd TIF Payment (Local)
 - ii. **Vicksburg Mill Paper City**
 1. FY24Q4 Authorization for Staff to Submit to EGLE Loan Report (State Fiscal Year)
 2. **\$100.29** – FY24Q4 Admin Invoice for EGLE Loan (State Fiscal Year)
 7. Discussion and/or Action Calendar
 - a. **Discussion/Action:** Fishbeck
 - i. General Environmental Memo & Billing Summary
 - ii. EPA Grant Memo & Billing Summary
-

- b. **Action:** Landscape Forms, Inc. BFP Development Agreement
- c. **Action:** Memo of Understanding between Planning Dept & KCBRA
- d. **Action:** KCBRA Outcomes Reports to Kalamazoo County Board of Commissioners
 - i. 2019-2022 KCBRA Outcomes Report
 - ii. 2023 KCBRA Outcomes Report
- e. **Action:** EPA Grant BF - 00E03048 – 1 Technical Assistance Concurrence Letter
- f. **Action:** General Environmental Contract Addendum #3

8. Financial Reports

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

9. Staff Report/Updates

- a. U.S. EPA Grant Coalition '25 Application Request on Nov. 7 KCBOC Agenda
- b. 2021 U.S. EPA Assessment Grant BF00E03048-1 Extended through 9/30/2025
- c. Board Appointments Committee 10/24/24 @ 4:00 P.M.
- d. Draft Memo of Understanding for Landscape Forms, Inc. Brownfield Plan Pending

10. Other

11. Board Member Comments

12. Adjournment

Next Regular Meeting: Thursday, November 21, 2024, at 3:00 p.m.

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 MRWALT@KALCOUNTY.COM

IF YOU ARE UNABLE TO ATTEND THE MEETING

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

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

TELEPHONE: (269) 384-8305

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BRIDGEWATER PLACE | POST OFFICE BOX 352
GRAND RAPIDS, MICHIGAN 49501-0352

EIN 38-1294924 | TELEPHONE 616 / 336-6000 | FAX 616 / 336-7000
FLSCHUBKEGEL@VARNUMLAW.COM

FRED SCHUBKEGEL

DIRECT DIAL 269 / 553-3514

KALAMAZOO COUNTY DEPARTMENT OF PLANNING AND
COMMUNITY DEVELOPMENT
and Community Development
Attn: Ms. Rachael Grover
201 W. Kalamazoo Avenue
Kalamazoo, MI 49007

RE: GENERAL
Matter Number: 338050
Invoice Number: 1352639
Invoice Date: September 30, 2024

LEGAL SERVICES RENDERED

<u>Date</u>	<u>Hours</u>	<u>Description/Services Rendered By</u>	<u>Amount</u>
08/21/24	0.40	Multiple correspondence re Landscape Forms Brownfield Plan issues. Elliott M. Berlin	150.00
08/22/24	0.70	Review Landscape Forms Brownfield Plan issues. Elliott M. Berlin	262.50

TOTAL LEGAL SERVICES \$ 412.50

TOTAL THIS INVOICE \$ 412.50
Previous Balance as of 09/30/24 \$ 0.00

TOTAL PAYMENT DUE \$ 412.50

<u>Time Summary</u>	<u>Avg. Rate</u>	<u>Hours</u>	<u>Amount</u>
Elliott M. Berlin	375.00	1.10	\$412.50
TOTALS		1.10	\$412.50



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

Attention: Macy Walters
Kalamazoo County Brownfield Redevelopment Authority
 201 West Kalamazoo Avenue
 Kalamazoo, MI 49008
 United States

Invoice : 443527
Invoice Date : 10/11/2024
Project : 230454
Project Name : KCBRA/W.O. 2023-1 Gen Environmental Review
Bill Term : BT2

For Professional Services Rendered Through 9/30/2024

WO #2024-1

	Fee	Available	Billings		
			To Date	Previous	Current
GR 2024 - General Review 2024	14,000.00	4,452.75	11,237.25	9,547.25	1,690.00
<i>Rate Labor</i>		1,690.00			
CAS 2024 - Contractual Administrative Support 2024	6,000.00	5,517.00	703.50	483.00	220.50
<i>Rate Labor</i>		210.00			
<i>Unit Rate Expense</i>		10.50			
			Current Billings		1,910.50
			Amount Due This Bill		<u>1,910.50</u>

Total Fee : 20,000.00
To Date Billings : 11,940.75
Total Remaining : 8,059.25

GR 2024 - General Review 2024

Rate Labor				
<i>Class / Employee</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Senior Engineer				
Alisa Lindsay	9/3/2024	0.50	140.0000	35.00
				Legacy Senior Living
		-----		-----
Total Alisa Lindsay		0.50		70.00
Total Senior Engineer		-----		-----
		0.50		70.00
Senior Environmental Specialist				
David Stegink	9/16/2024	0.50	140.0000	70.00
				project stride - revised Tif tables
Senior Geologist				
Therese Searles	9/26/2024	1.00	105.0000	105.00
				LFI Development Agreement discussions MW, JCH
Senior Hydrogeologist				
Jeffrey Hawkins	9/13/2024	0.25	150.0000	37.50
				searched previous banners and emails to TMS
	9/23/2024	0.50	150.0000	75.00
				responded to evaluating school tax reimbursement of Kalamazoo Storage site.
	9/24/2024	0.50	150.0000	75.00
				responded to TMS and the land bank/IPUSA project issue
	9/25/2024	1.75	150.0000	262.50
				met with TMS re: IP USA project and brownfield plan; call with Macy and TMS; drafted opinion email to Macy
	9/30/2024	1.25	150.0000	187.50
				reviewed email and letter for coalition grant application; reviewed reimbursement request memo and materials for Stadium Drive project
		-----		-----
Total Jeffrey Hawkins		4.25		637.50
Total Senior Hydrogeologist		-----		-----
		4.25		637.50
Staff Environmental Specialist				
Logan Mulholland	9/5/2024	0.50	85.0000	42.50
				Call with Greg RE building restorations reimbursement request, email Greg, email Macy re agreement
	9/9/2024	0.25	85.0000	21.25
				Review IPUSA tracking spreadsheet, email Jared RE request
	9/26/2024	5.50	85.0000	467.50
				Email IPUSA, Review Stadium Parkway BF Plan, documentation, call with JCH, draft memo
	9/27/2024	3.25	85.0000	276.25
				Edits to memo, send to Team for review. Draft Coalition Partner email, letter, etc. for EPA Grant, respond to Jared regarding IPUSA, review engineering invoice for IPUSA
		-----		-----
Total Logan Mulholland		9.50		807.50
Total Staff Environmental Specialist		-----		-----
		9.50		807.50
Total Rate Labor				1,690.00
Total Bill Task: GR 2024 - General Review 2024				1,690.00

CAS 2024 - Contractual Administrative Support 2024

Rate Labor				
<i>Class / Employee</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Senior Geologist				
Therese Searles	9/12/2024	2.00	105.0000	210.00
				KCLBA meeting attendance
Total Rate Labor				210.00

CAS 2024 - Contractual Administrative Support 2024

Unit Rate Expenses

<u>Account / Unit</u>	<u>Quantity</u>	<u>Rate</u>	<u>Amount</u>
Mileage			
Mileage - Employee Vehicle	15.00	0.7000	10.50
Total Unit Rate Expenses			10.50
Total Bill Task: CAS 2024 - Contractual Administrative Support 2024			220.50

Total Project: 230454 - KCBRA/W.O. 2023-1 Gen Environmental Review

1,910.50



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

Attention: Macy Walters
Kalamazoo County Brownfield Redevelopment Authority
 201 West Kalamazoo Avenue
 Kalamazoo, MI 49008
 United States

Invoice : 443511
Invoice Date : 10/10/2024
Project : 231417
Project Name : KCBRA/YWCA, 550 S. Riverview Dr.
 City of Parchment
Bill Term : BT2

For Professional Services Rendered Through 9/27/2024

Contract : MiDeal
Contract Name : MiDeal Contracts

Bill Term :BT2 is NOT part of MiDeal Contract

		<u>Billings</u>				
		<u>Fee</u>	<u>Available</u>	<u>To Date</u>	<u>Previous</u>	<u>Current</u>
VMS Install - VMS Installation		110,000.00	20,180.83	90,256.72	89,819.17	437.55
<i>Rate Labor</i>	385.00					
<i>Unit Rate Expense</i>	52.55					
Current Billings					<u>437.55</u>	
Amount Due This Bill					<u><u>437.55</u></u>	

VMS Install - VMS Installation

Rate Labor

<i>Class</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Senior Hydrogeologist	1.00	115.0000	115.00
Staff Geologist	3.00	90.0000	270.00
Total Rate Labor			385.00

Unit Rate Expenses

<i>Account / Unit</i>	<i>Quantity</i>	<i>Rate</i>	<i>Amount</i>
Company Vehicle Use			
Mileage - Company Vehicle	15.00	0.6700	10.05
Equipment Usage			
Field Supplies	0.50	40.0000	20.00
Micromanometer Day - Per Day	0.50	45.0000	22.50
Total Equipment Usage	1.00		42.50
Total Unit Rate Expenses			52.55

Total Bill Task: VMS Install - VMS Installation **437.55**

Total Project: 231417 - KCBRA/YWCA, 550 S. Riverview Dr. City of Parchment **437.55**



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

Attention: Macy Walters
Kalamazoo County Brownfield Redevelopment Authority
 201 West Kalamazoo Avenue
 Kalamazoo, MI 49008
 United States

Invoice : 443453
Invoice Date : 10/9/2024
Project : 240812
Project Name : KCBRA/WO 17 - 1222 S, Burdick, Kalamazoo
Bill Term : BT1

For Professional Services Rendered Through 9/30/2024

Contract : MIDeal
Contract Name : MIDeal Contracts

	Fee	Available	Billings		
			To Date	Previous	Current
Elg / PH 1 - Eligibility and Phase I ESA	3,000.00	0.00	3,000.00	3,000.00	0.00
HM Inspect - Hazardous Materials Inspection	4,765.00	4,314.37	4,244.72	450.63	3,794.09
<i>Rate Labor</i>	3,062.19				
<i>Expenses</i>	684.00				
<i>Unit Multiplier Expense</i>	47.90				
<i>Total Expense</i>	731.90				
PH 2 - Phase II ESA	12,250.00	10,373.34	10,035.12	1,876.66	8,158.46
<i>Rate Labor</i>	3,237.01				
<i>Expenses</i>	3,795.00				
<i>Unit Multiplier Expense</i>	1,126.45				
<i>Total Expense</i>	4,921.45				
BEA - BEA /Due Care	5,000.00	5,000.00	0.00	0.00	0.00
				Current Billings	11,952.55
			Amount Due This Bill		<u>11,952.55</u>

HM Inspect - Hazardous Materials Inspection

Rate Labor					
<i>Class</i>	<i>Hours</i>		<i>Rate</i>	<i>Amount</i>	
Senior Geologist	10.00		107.1200	1,071.20	
	1.00		121.5400	121.54	
Total Senior Geologist	----- 11.00			----- 1,192.74	
Staff Environmental Specialist	18.75		86.5200	1,622.25	
Technician	3.00		82.4000	247.20	
		Total Rate Labor		3,062.19	
Expenses					
<i>Account / Vendor</i>			<i>Cost</i>	<i>Multiplier</i>	<i>Amount</i>
Subconsultant					
Apex Research Inc			684.00	1.00	684.00
		Total Expenses			684.00
Unit Multiplier Expenses					
<i>Account / Unit</i>	<i>Quantity</i>		<i>Cost Rate</i>	<i>Multiplier</i>	<i>Amount</i>
Company Vehicle Use					
Mileage - Company Vehicle	11.00		0.9000	1.00	9.90
Equipment Usage					
Field Supplies	1.00		38.0000	1.00	38.00
		Total Unit Multiplier Expenses			47.90
Total Bill Task: HM Inspect - Hazardous Materials Inspection					3,794.09

PH 2 - Phase II ESA

Rate Labor					
<i>Class</i>	<i>Hours</i>		<i>Rate</i>	<i>Amount</i>	
Production Support	0.75		86.5200	64.89	
Senior Environmental Specialist	8.25		125.6600	1,036.70	
Senior Geologist	0.50		121.5400	60.77	
Staff Engineering Specialist	0.25		73.0000	18.25	
Staff Hydrogeologist	17.75		86.5200	1,535.73	
Technician	0.50		82.4000	41.20	
	4.75		100.9400	479.47	
Total Technician	----- 5.25			----- 520.67	
		Total Rate Labor		3,237.01	
Expenses					
<i>Account / Vendor</i>			<i>Cost</i>	<i>Multiplier</i>	<i>Amount</i>
Subconsultant					
LaPointe Environmental Inc			2,229.00	1.00	2,229.00
Merit Laboratories			1,566.00	1.00	1,566.00
Total Subconsultant			----- 3,795.00		----- 3,795.00
		Total Expenses			3,795.00
Unit Multiplier Expenses					
<i>Account / Unit</i>	<i>Quantity</i>		<i>Cost Rate</i>	<i>Multiplier</i>	<i>Amount</i>
Company Vehicle Use					
Mileage - Company Vehicle	412.00		0.9000	1.00	370.80
Equipment Usage					
Field Supplies	2.00		38.0000	1.00	76.00
Meter, Eagle Gas Monitor - Per Day	1.00		95.0000	1.00	95.00
Meter, Flowcell (T/Sc/Ph/Eh)	1.00		152.0000	1.00	152.00
Peristaltic Pump	1.00		47.5000	1.00	47.50
PID (PPM) - Per Day	2.00		95.0000	1.00	190.00
Soil Gas/Vapor Implant - Each	2.00		9.5000	1.00	19.00

PH 2 - Phase II ESA

Unit Multiplier Expenses

<i>Account / Unit</i>	<i>Quantity</i>	<i>Cost Rate</i>	<i>Multiplier</i>	<i>Amount</i>
Equipment Usage				
Trimble	1.00	95.0000	1.00	95.00
Tubing, Masterflex	20.00	0.4800	1.00	9.60
Tubing, Nylon (1/4") - Per Foot	15.00	0.9500	1.00	14.25
Tubing, Peristaltic Pump	60.00	0.4800	1.00	28.80
Water Level Meter	1.00	28.5000	1.00	28.50
Total Equipment Usage	106.00			755.65
				1,126.45
Total Unit Multiplier Expenses				1,126.45
Total Bill Task: PH 2 - Phase II ESA				8,158.46

Total Project: 240812 - KCBRA/WO 17 - 1222 S, Burdick, Kalamazoo

11,952.55

**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

Attention: Macy Walters
Kalamazoo County Brownfield Redevelopment Authority
201 West Kalamazoo Avenue
Kalamazoo, MI 49008
United States

Invoice : 443454
Invoice Date : 10/9/2024
Project : 241171
Project Name : KCBRA/WO 18-J. Smith Apts-802
 N. Westnedge, 438 & 442 W. Frank,
 Kalamazoo
Bill Term : BT1

For Professional Services Rendered Through 9/30/2024

Contract : MIDeal
Contract Name : MIDeal Contracts

		Billings				
		Fee	Available	To Date	Previous	Current
PH I - Eligibility and Phase I ESA		3,000.00	1,236.42	2,384.67	1,763.58	621.09
<i>Rate Labor</i>	621.09					
PH 2 - Phase II		18,495.00	18,058.28	1,331.28	436.72	894.56
<i>Rate Labor</i>	894.56					
BEA - BEA/Due Care		5,000.00	4,917.60	82.40	82.40	0.00
BF Plan - Brownfield Plan		8,000.00	7,780.09	636.03	219.91	416.12
<i>Rate Labor</i>	416.12					
Current Billings						1,931.77
Amount Due This Bill						<u>1,931.77</u>

PH I - Eligibility and Phase I ESA

Rate Labor			
<i>Class</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Senior Hydrogeologist	2.75	135.9600	373.89
Staff Environmental Specialist	3.00	82.4000	247.20
Total Staff Environmental Specialist	3.00		247.20
Total Rate Labor			621.09
Total Bill Task: PH I - Eligibility and Phase I ESA			621.09

PH 2 - Phase II

Rate Labor			
<i>Class</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Senior Geologist	0.25	121.5400	30.39
Senior Hydrogeologist	5.75	135.9600	781.77
Staff Environmental Specialist	1.00	82.4000	82.40
Total Rate Labor			894.56
Total Bill Task: PH 2 - Phase II			894.56

BF Plan - Brownfield Plan

Rate Labor			
<i>Class</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Senior Geologist	2.00	121.5400	243.08
Staff Environmental Specialist	2.00	86.5200	173.04
Total Rate Labor			416.12
Total Bill Task: BF Plan - Brownfield Plan			416.12

Total Project: 241171 - KCBRA/WO 18-J. Smith Apts-802 N. Westnedge, 438 & 442 W. Frank, Kalamazoo**1,931.77**

Kalamazoo County Brownfield Redevelopment Authority Reimbursement Analysis Review

Scannell / Project Spartan - City of Portage

October 26, 2024

KCBRA						
Expenditures	<i>distributed</i>	<i>Invoiced</i>	State	Local	Total	
<i>Administrative</i>						
2019 Admin Expense Legal Fees				\$ 2,805.50	\$	2,805.50
2021 Admin Expense	12/31/2021	\$ 9,770.54	\$ 9,000.00	\$ 770.54	\$	9,770.54
2022 Admin Expense	12/31/2022	\$ 14,741.94		\$ 14,741.94	\$	14,741.94
2023 Admin Expense	12/31/2023	\$ 20,831.93		\$ 20,831.93	\$	20,831.93
Subtotal KCBRA	\$ -	\$ -	\$ 9,000.00	\$ 39,149.91	\$	48,149.91
Payments to KCBRA	<i>Approved</i>	<i>Distributed</i>	State	Local	Total	
2019 Admin Charge				\$ 2,805.50	\$	2,805.50
2021 Admin Charge	3/24/22	12/31/2021	\$ 9,000.00	\$ 770.54	\$	9,770.54
2022 Admin Charge	3/16/2023	12/31/2022	-	\$ 14,741.94	\$	14,741.94
2023 Admin Charge	3/28/2024	12/31/2023		\$ 20,831.93	\$	20,831.93
Subtotal payments to KCBRA			\$ 9,000.00	\$ 39,149.91	\$	48,149.91
Subtotal Remaining to KCBRA			\$ -	\$ -	\$	-
State Brownfield Fund						
<i>State of Michigan Payment</i>	<i>Invoiced</i>	<i>distributed</i>	State	Local	Total	
2021 50% SET pending	12/12/2022	12/31/2022	\$ 7,109.50		\$	7,109.50
<i>No State TIR after 2022</i>						
<i>total</i>					\$	7,109.50
City of Portage						
Expenditures/Invoices/Eligible Costs	<i>Estimated</i>	<i>Invoiced</i>	Local		Total	
Public Infrastructure Improv.	\$2,750,000		\$ -	\$ -	\$	-
Payments to City of Portage	<i>Approved</i>	<i>Distributed</i>	Local		Total	
waiting on invoice submittal			\$ -	\$ -	\$	-
Subtotal payments to Portage			\$ -	\$ -	\$	-
Subtotal Remaining to Portage			<i>estimated max</i>		\$	2,750,000.00
Developer						
Expenditures/Invoices/Eligible Costs	<i>Invoiced</i>	<i>date of approval</i>	State	Local	Total	
Pre-Approved Activities	\$16,212.32		9,245.50	\$ 6,966.82	\$	16,212.32
Dust Control	\$1,000.00		-	\$ 1,000.00	\$	1,000.00
Public Infrastructure Improv.	\$8,540.00	invoiced together 4/13/21	-	\$ 8,540.00	\$	8,540.00
Soil Management	\$258,944.00	approved by KCBRA 5/27/21	-	\$ 258,944.00	\$	258,944.00
Site Preparation	\$1,042,757.25		-	\$ 1,042,757.25	\$	1,042,757.25
Soft Cost (eligible activities)	\$34,075.65		-	\$ 34,075.65	\$	34,075.65
Brownfield Plan Prep	\$10,783.75		-	\$ 10,783.75	\$	10,783.75
Principal Balance	\$1,372,312.97		9,245.50	\$ 1,363,067.47	\$	1,372,312.97
Interest Payments (2%)						
Interest balance 2021	\$16,317.37		\$ -	\$ 16,317.37	\$	16,317.37
Interest balance 2022	\$21,479.50			\$ 21,479.50	\$	21,479.50
Interest balance 2023	\$9,026.92			\$ 9,026.92	\$	9,026.92
Interest balance 2024	\$7,018.72			\$ 7,018.72	\$	7,018.72
subtotal interest balance to date	\$53,842.50			\$	\$	53,842.50
Payments to Developer	<i>Approved</i>	<i>Distributed</i>	State	Local	Total	
1st TIF reimbursement	3/24/22	3/28/2022	9,245.50	\$ 309,153.85	\$	318,399.35
2nd TIF reimbursement	10/26/2023		-	\$ 622,628.77	\$	622,628.77
3rd TIF reimbursement + interest total pending 10/24/2024			\$	485,127.35	\$	485,127.35
Subtotal Payments to Developer			\$	1,416,909.97	\$	1,426,155.47
Subtotal Remaining to Developer				\$	\$	0.00

<p>MICHIGAN BROWNFIELD REDEVELOPMENT PROGRAM</p>	<p>6 FCK B: 9 @ 'F989J9 @CDA9BH'DFC; F5A' ; F5BH'5B8 '@C5B'EI 5FH9F @MF9DCFH' 5B8'D5MA9BH'F9EI 9GH: CFA)%+&, (!)% - ZB9E6fek bqY Xg4 A]N [] b [c]</p>
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Brownfield Redevelopment Grant and Loan Quarterly Report and Payment Request

Project Name: **Paper City Development, LLC** Report #: **N/A** Fiscal Year: **2024** Quarter: **4 (July-Sep)**

Task Number	Work plan Budget Approved to Date	Invoiced This Quarter	Invoiced to Date	Activity this quarter (include progress made, status, budget, concerns, and/or problems encountered)
TOTALS:	\$1,240,707.00	\$20,242.25	\$811,654.59	

Describe proposed activity next quarter including proposed date to complete.
 The field below will expand as you type. If additional room is desired, please attach additional sheets to this form.
Continue Due Care Planning and Documentation for next phase of redevelopment.

LOAN AWARDS INTEREST EARNED
 LOAN REPORTS ONLY: Interest earned on loan funds disbursed shall be reported in each quarterly progress report with supporting documentation. Please check the box below that corresponds to the appropriate statement regarding disbursed loan funds. If you cannot select one of the options below, please select "Loan Report" from the top of Page 1.

- Our interest statement is attached.
- Our loan disbursement is not in an interest-bearing account.

STATEMENT OF REVIEW AND APPROVAL

BY SUBMITTING THIS QUARTERLY REPORT AND CHECKING THE BOX BELOW, THE GRANTEE / BORROWER AND THE REPORT SUBMITTER (IF DIFFERENT) CERTIFY THAT ALL WORK PERFORMED AND THE ASSOCIATED EXPENDITURES CONTAINED WITHIN THE REPORT ARE TRUE. THE GRANTEE / BORROWER ACKNOWLEDGES THAT FALSIFICATION OF RECORDS MAY RESULT IN THE TERMINATION OF THE GRANT / LOAN CONTRACT AND OTHER APPROPRIATE LEGAL REMEDIES.

By checking this box, I, the grantee / borrower, verify that I have reviewed and approve the submitted invoices and progress report.

Please type name of individual checking the above statement:

Please email the completed form and all supporting documentation to your Brownfield Grant and Loan Coordinator and to DEQBrownfields@Michigan.gov

Note: In order for the submittal to be considered complete and in compliance with the contract:

Copies of all contractor and subcontractor invoices must be attached. For Loan projects, a bank statement showing the balance of the loan funds and interest earned (if any) must also be attached.

All parts of this form must be completed and submitted quarterly whether or not there have been expenditures.



**Phillips Environmental
Consulting Services. Inc.**

201 North Michigan Avenue
Vicksburg, MI 49097

Invoice

DATE	INVOICE #
10/7/2024	2283

BILL TO

Paper City Development
101 South Main Street
Vicksburg, MI 49097

		PROJECT		
		1046A - Vicksburg Mill		
DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
8/7/2024	Call with Waste Management and Steve S. regarding options and requirements for Waste Profile Renewal, including call preparation.	1.5	140.00	210.00
8/8/2024	Call with Steve and Rebecca re Waste Profile Renewal and information requirements with regard to excavation/grading plan for 2025. Request quotes for laboratory and drilling. Schedule.	2.25	140.00	315.00
8/9/2024	Correspondence with EGLE re approval for waste profile additional sampling approval under the Loan.	0.75	140.00	105.00
8/12/2024	Call with Mike Frederick regarding plans and suggestions that might impact excavation/grading areas, including utilities.	0.5	140.00	70.00
8/13/2024	Plan conceptual scope of work based on tentative grading/excavation plans.	0.75	140.00	105.00
8/14/2024	Prepare draft scope of work and associated estimates of cost with draft figures and send to Mike Frederick and Mark Robinson for review.	7.75	140.00	1,085.00
8/17/2024	Receive and review quotes. Receive and review comments on draft scope from Mike Frederick and Mark Robinson. Communicate to Rebecca L. and Steve S. with questions to allow preparation of scope of work.	2.25	140.00	315.00
8/18/2024	Revise and complete draft work plan/scope of work for client review based on comments and responses. Revise figures.	3.75	140.00	525.00
8/19/2024	Conference call re scope of work and planned excavation/grading activities. Finalize schedules with laboratory and drilling.	0.75	140.00	105.00
8/23/2024	Prepare final revisions to scope of work per client. Send.	1.75	140.00	245.00
8/27/2024	Field work prep and on site to conduct soil borings and measure in locations for drilling 08/21.	6.25	140.00	875.00
8/27/2024	Assist with soil borings and field measurements.	2.75	95.00	261.25
8/28/2024	On site for drilling and deprep from sampling and prepare samples for laboratory.	7.5	140.00	1,050.00
9/17/2024	Review laboratory report, prepare Waste Management Profile Supplement with Figures and attach to updated Waste Profile and send to Natasha for signature and submittal.	4.75	140.00	665.00
9/20/2024	Revise Waste Profile per Waste Management request to correct laboratory report and include more detail on timing and tonnage.	1.25	140.00	175.00
Loan Task 2C - Soil Management		Total		

Phone #
269-501-5079

Balance Due



**Phillips Environmental
Consulting Services. Inc.**

201 North Michigan Avenue
Vicksburg, MI 49097

Invoice

DATE	INVOICE #
10/7/2024	2283

BILL TO
Paper City Development
101 South Main Street
Vicksburg, MI 49097

		PROJECT		
		1046A - Vicksburg Mill		
DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
9/30/2024	Receive Waste Profile approval and contact Phil Bonifer at Waste Management to request that he review the prices with regard to the 2019 bid. Receive and review revised quote. Natasha to sign.	0.75	140.00	105.00
9/12/2024	Subcontracted Drilling Services	1	1850.00	1,850.00
9/12/2024	Administrative Charge		10.00%	185.00
10/5/2024	Subcontracted Laboratory Services	1	*****	10,502.00
10/5/2024	Administrative Charge		10.00%	1,050.20
8/20/2024	Hand Auger	1	25.00	25.00
8/28/2024	Mileage (8/27 and 8/28).	6	0.585	3.51
Loan Task 2C - Soil Management		Total		\$19,826.96

Phone #
269-501-5079

Balance Due	\$19,826.96
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INVOICE

Terra Probe Environmental, Inc.
9209 WHITEFORD RD
OTTAWA LAKE, MI 49267

terraprobeenv@frontier.com
+1 (734) 854-7703
www.terraprobeenvironmental.com



Bill to

Lisa Phillips
Phillips Environmental
84757 28th Street
Lawton, MI 49065

Invoice details

TPE Drillers: Troy Shenofsky

Invoice no.: 24-3393
Terms: Net 30
Invoice date: 09/04/2024
Due date: 10/04/2024

#	Product or service	Description	Qty	Rate	Amount
1.		FOR WORK PERFORMED ON 8/28/24 @ 300 WEST HIGHWAY STREET, VICKSBURG, MI			
2.	Vehicle Expenses to the Site	Vehicle Expenses to the Site	1	\$250.00	\$250.00
3.	6600 Rig Full Day Rate	6600 Rig One Man Crew Full Day Rate	1	\$1,600.00	\$1,600.00

Total **\$1,850.00**

Ways to pay

BANK

Thank you for your business! We take ACH payments or checks can be mailed to 9209 Whiteford Rd, Ottawa Lake, MI 49267.

Pay invoice

View invoice online

Scan code or go to the link below to view the invoice online

[View invoice](#)

Trace Analytical Laboratories, Inc.
 2241 Black Creek Road
 Muskegon, MI 49444-2673



231-773-5998 Phone
 888-979-4469 Fax
 www.trace-labs.com

INVOICE

4090607

Page 1 of 1

Bill To: Phillips Environmental Services
 201 N. Michigan
 Vicksburg, MI 49097
 Attn: Lisa Phillips

Trace ID: 24H1940

Project Name: Paper City Development Waste

Project Manager Lisa Phillips	Terms Net 45 days	Invoice Date 09/16/24	P.O. Number		Due Date 10/31/24
Quantity	Description		Rush Fee	Unit Price	Extended Amount
20	1311 Metals TCLP Extraction			\$30.00	\$600.00
20	1311 SVOC, PEST, HERB TCLP Extraction			\$30.00	\$600.00
20	1311 VOC ZHE TCLP Extraction			\$40.00	\$800.00
20	Metals Digestion, TCLP/SPLP			\$9.00	\$180.00
20	Metals, TCLP RCRA 8 (6010) Default			\$90.00	\$1,800.00
20	PCBs EPA 8082A (Default)			\$80.00	\$1,600.00
20	Solids, Dry Weight 2974			\$7.50	\$150.00
20	SVOC 8270 TCLP			\$150.00	\$3,000.00
20	VOC 8260 TCLP			\$88.00	\$1,760.00
Additional Items					
1	Environmental Responsibility Fee			\$12.00	\$12.00
Invoice Total:					\$10,502.00

Please Note New Remit to Address:
Trace Analytical Laboratories, Inc.
PO BOX 775169
Chicago, IL 60677-5169

Invoice Number must be referenced with payment to ensure proper credit.
 If not paid within thirty (30) days, this invoice shall be subject to 1 1/2 percent (1.5%) per month service charge effective as of the date of delivery.
 In the event it is necessary to commence collection proceedings, buyer shall pay all collection costs incurred including reasonable attorney's fees.



**Phillips Environmental
Consulting Services. Inc.**

201 North Michigan Avenue
Vicksburg, MI 49097

Invoice

DATE	INVOICE #
10/7/2024	2284

BILL TO

Paper City Development
101 South Main Street
Vicksburg, MI 49097

		PROJECT		
		1046A - Vicksburg Mill		
DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
7/31/2024	Review and reply to e-mail from Steve S. regarding dewatering and due care.	0.25	140.00	35.00
8/2/2024	Review files regarding dewatering plan and options for treatment and disposal and respond to e-mail from Steve S.	2	140.00	280.00
Loan Task 2G - Due Care M&P		Total		\$315.00

Phone #
269-501-5079

Balance Due	\$315.00
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The Mill @ Vicksburg Loan Administration Project # 2018-1323

Date	Time (hours)	Quarter 4 (State FY2024) Description	Staff (#)	Rate (\$)	Fringe (%)	Total Cost	Fiscal Quarter
7/19/2024	1	FY24Q3 Loan Report Prep - Walters	1	35.09	42.9	\$ 50.14	4
8/13/2024	1	Meeting with EGLE - walters	1	35.09	42.9	\$ 50.14	4
Total hours		2	Total Q4 Loan Admin costs			\$100.29	

Account Detail History



2024 Period 1 to 13
 Entry Date On or After: 1/1/1900
 Include Entries: No Selection

Year	Per	Journal	Src	Eff Date	Reference 1	Reference 2	Reference 3	Check #	OB	Debits	Credits	Net Change
<u>24370390 66600</u>				DIVIDENDS						8,949.68	35,561.40	(26,611.72)
2024	1	2100	GEN	1/31/2024			1/24 Invest. Act				18,380.76	-18,380.76
2024	2	2701	GNI	2/29/2024	RECORD					8,949.68		-9,431.08
2024	3	3122	GNI	3/31/2024	RECORD						4,831.14	-14,262.22
2024	4	2861	GNI	4/30/2024	RECORD						3,872.20	-18,134.42
2024	8	3270	GNI	8/31/2024	RECORD						1,420.76	-19,555.18
2024	9	3194	GNI	9/30/2024	RECORD						1,638.74	-21,193.92
2024	5	3050	GNI	5/31/2024	RECORD						1,711.78	-22,905.70
2024	6	2945	GNI	6/30/2024	RECORD						1,664.51	-24,570.21
2024	7	3266	GNI	7/31/2024	RECORD						2,041.51	-26,611.72
<u>24370390 70400</u>				SALARIES- DIRECTOR						106.20	0.00	106.20
2024	8	27	GEN	8/1/2024		KCBRA 2ND	QTR ADMIN TRF		B	106.20		106.20
<u>24370390 70500</u>				SALARIES- OTHER						371.14	0.00	371.14
2024	5	322	GEN	5/8/2024		1ST QTR	KCBRA ADMIN TRF		B	134.96		134.96
2024	8	27	GEN	8/1/2024		KCBRA 2ND	QTR ADMIN TRF		B	236.18		371.14
<u>24370390 71000</u>				FRINGE BENEFITS						204.78	0.00	204.78
2024	5	322	GEN	5/8/2024		1ST QTR	KCBRA ADMIN TRF		B	57.90		57.90
2024	8	27	GEN	8/1/2024		KCBRA 2ND	QTR ADMIN TRF		B	146.88		204.78
<u>24370390 80100</u>				CONTRACTUAL SERVICES						322,258.51	0.00	322,258.51
2024	3	796	API	3/7/2024	040340		39974	5764		321,283.51		321,283.51

\$5,101.01 total interest in FY24Q4

Account Detail History



2024 Period 1 to 13
Entry Date On or After: 1/1/1900
Include Entries: No Selection

Year	Per	Journal	Src	Eff Date	Reference 1	Reference 2	Reference 3	Check #	OB	Debits	Credits	Net Change
2024	5	2895	API	5/28/2024	040340		46586	6821		975.00		322,258.51
										331,890.31	35,561.40	296,328.91



Planning & Development Department
 201 West Kalamazoo Avenue, Rm. 207 • Kalamazoo, Michigan 49007
 Phone: (269) 384-8112 • Email: RAGROV@kalcounty.com

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 2024
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DATE	DUE DATE
09/30/24	--

DATE	DESCRIPTION	Cost	Qty	AMOUNT
09/30/24	2024 BRA EGLE Mill Loan admin. hours County Pay Periods 13-19 7/1/24 -9/20/24			
	BRA (BRA70390-L-99200-00001 Loan Admin Expense)			
	Macy Walters Loan (2 hours)	70.18	1	70.18
	Fringe Benefits 42.9%	30.11	1	30.11
	Rachael Grover Loan 0 hours)	-	1	-
	Fringe Benefits 42.9%	-	1	-
THANK YOU! 😊		TOTAL --->		\$ 100.29

Memo

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

FROM: Therese Searles, Senior Brownfield Specialist and Jeff Hawkins, Vice President/Senior Hydrogeologist

DATE: October 24, 2024

RE: General/LBRF 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. At the request of the KCBRA Board, these monthly updates will not be comprehensive; they will be condensed moving forward to only include major project updates.

1. General Environmental Review
Project No: 230454 – W.O. 2023-1 and W.O. 2024-1

Update:

General Review: This month's invoice for consideration includes Project Stride/LFI TIF table revisions and development agreement discussions, IPUSA reimbursement reviews, review of Kalamazoo Storage state TIF considerations for reimbursement, coalition grant partner letter review, and a small budget for a short meeting regarding the Legacy Senior Project which will not require any further grant funds.

*Administrative Support: KCBRA has tasked Fishbeck with attending the monthly Kalamazoo County Land Bank Authority (KCLBA) meetings and reporting back to the KCBRA board on key takeaways that may be of interest to the Brownfield Authority. **Fishbeck attended the October 10th KCLBA meeting, which was ultimately canceled due to a lack of quorum. A special meeting has been called for October 18, 2024, which Fishbeck intends to attend. Updates from this meeting will be available verbally at the KCBRA October board meeting or can be included in next month's memo.***

2. YWCA – 550 S. Riverview, Parchment, Michigan
Project No: 231417 – W.O. 2023-2

Update:

One performance monitoring event occurred this past month and is represented in the current invoice for consideration. The system is functioning properly and the required pressure differential (minimum 0.02 inches of water column) continues to be met.

General Environmental Review
Budget and Cost Summary

Number		Site/Phase	Budget Estimates		Actual				
Project	W.O.		Total	County Funding	Invoice #	Invoice Date	Invoice Amount	Task Budget Remaining	Total Budget Remaining
230454	2023-1	General Environmental Review (2023)	\$ 14,000.00	\$ 14,000.00	420292	2/16/2023	\$160.00		
					421238	3/16/2023	\$315.00		
					423214	5/10/2023	\$2,147.75		
					424170	6/8/2023	\$2,226.61		
					425333	7/12/2023	\$2,294.95		
					426213	8/7/2023	\$806.25		
					427541	9/7/2023	\$1,420.00		
					429022	10/9/2023	\$963.75		
					429750	11/2/2023	\$652.50		
					431430	12/7/2023	\$585.00		
					432686	1/9/2024	\$365.00		
		Phase Subtotal	\$ 14,000.00	\$ 14,000.00			\$11,936.81		\$2,063.19
		Contractual Administrative (2023)	\$ 6,000.00	\$ 6,000.00	421238	3/16/2023	\$315.00		
					423214	5/10/2023	\$288.75		
					432686	1/9/2024	\$679.50		
		Phase Subtotal	\$ 6,000.00	\$ 6,000.00			\$1,283.25		\$4,716.75
		2023 Project Total	\$20,000.00	\$20,000.00			\$13,220.06		\$6,779.94
230454	2024-1	General Environmental Review (2024)	\$ 14,000.00	\$ 14,000.00	433684	2/13/2024	\$1,142.50		
					434692	3/12/2024	\$627.50		
					435834	4/10/2024	\$1,120.00		
					436931	5/13/2024	\$922.50		
					438958	6/18/2024	\$1,772.00		
					439225	7/9/2024	\$800.00		
					441203	8/13/2024	\$1,138.00		
					442374	9/12/2024	\$2,024.75		
					443527*	10/11/2024	\$1,690.00		
		Phase Subtotal	\$ 14,000.00	\$ 14,000.00			\$11,237.25		\$2,762.75
		Contractual Administrative (2024)	\$ 6,000.00	\$ 6,000.00					
					441203	8/13/2024	\$210.00		
					442374*	9/12/2024	\$273.00		
					443527*	10/11/2024	\$220.50		
		Phase Subtotal	\$ 6,000.00	\$ 6,000.00			\$703.50		\$5,296.50
		2024 Project Total	\$ 20,000.00	\$ 20,000.00			\$11,940.75		\$8,059.25
190048	2019-2	Paper City Development - EGLE Grant Oversight							
		W.O. Approved							
		Total Approved budget of \$3,000.00	\$ 3,000.00	\$ 3,000.00	05421	4/18/2019	\$2,642.50	\$10,565.50	\$10,565.50
		Amendment #1 - \$5,000.00	\$ 5,000.00	\$ 5,000.00	05490	5/10/2019	\$140.00	\$10,425.50	\$10,425.50
		Amendment #2 - \$5,000.00	\$ 5,000.00	\$ 5,000.00	05603	6/14/2019	\$1,682.50	\$8,763.00	\$8,763.00
		Contingency Amendment #3- \$6,500	\$ 6,500.00	\$ 6,500.00	05665	7/16/2019	\$1,110.00	\$7,653.00	\$7,653.00
		Budget adjustment to bring approved budget current 5-19-23	\$ (6,292.00)	\$ (6,292.00)	05723	8/14/2019	\$788.75	\$6,864.25	\$6,864.25
		Project Subtotal	\$ 13,208.00	\$ 13,208.00	05787	9/6/2019	\$35.00	\$6,829.25	\$6,829.25
					06215	1/7/2020	\$26.25	\$6,803.00	\$6,803.00
					06329	2/7/2020	\$131.25	\$6,671.75	\$6,671.75
					06442	3/19/2020	\$210.00	\$6,461.75	\$6,461.75
					06579	5/12/2020	\$113.75	\$6,348.00	\$6,348.00
					06655	6/17/2020	\$52.50	\$6,295.50	\$6,295.50
					06714	7/9/2020	\$105.00	\$6,190.50	\$6,190.50
					06808	8/11/2020	\$78.75	\$6,111.75	\$6,111.75
					06895	9/8/2020	\$52.50	\$6,059.25	\$6,059.25
					06994	10/12/2020	\$446.25	\$5,613.00	\$5,613.00
					07086	11/5/2020	\$551.25	\$5,061.75	\$5,061.75
					07163	12/7/2020	\$183.75	\$4,878.00	\$4,878.00
					07282	1/14/2021	\$645.73	\$4,232.27	\$4,232.27
					07465	3/9/2021	\$446.25	\$3,786.02	\$3,786.02
					07514	4/8/2021	\$301.77	\$3,484.25	\$3,484.25
					07669	5/21/2021	\$402.50	\$3,081.75	\$3,081.75
					07764	6/16/2021	\$26.25	\$3,055.50	\$3,055.50
					07955	8/9/2021	\$78.75	\$2,976.75	\$2,976.75
					08127	10/6/2021	\$26.25	\$2,950.50	\$2,950.50
					08659	2/18/2022	\$52.50	\$2,898.00	\$2,898.00
					08768	3/10/2022	\$26.25	\$2,871.75	\$2,871.75
					08840	4/8/2022	\$262.50	\$2,609.25	\$2,609.25
					08975	5/10/2022	\$172.50	\$2,436.75	\$2,436.75
					09125	6/13/2022	\$28.75	\$2,408.00	\$2,408.00
					09390	8/18/2022	\$57.50	\$2,350.50	\$2,350.50
					09618	10/12/2022	\$86.25	\$2,264.25	\$2,264.25
					09744	11/9/2022	\$373.75	\$1,890.50	\$1,890.50
					09856	12/12/2022	\$230.00	\$1,660.50	\$1,660.50
					421239	3/16/2023	\$28.75	\$1,631.75	\$1,631.75
					423213	5/10/2023	\$86.25	\$1,545.50	\$1,545.50
					424171	6/8/2023	\$1,437.50	\$108.00	\$108.00
							\$13,100.00		\$108.00

General Environmental Review
Budget and Cost Summary

Number		Site/Phase	Budget Estimates		Invoice #	Invoice Date	Actual		
Project	W.O.		Total	County Funding			Invoice Amount	Task Budget Remaining	Total Budget Remaining
190148	2019-4	Paper City Development LLC, Vicksburg, Michigan - EGLE Loan Oversight W.O. Approved	\$ 40,000.00	\$40,000.00	05789	9/6/2019	\$1,470.00	\$38,530.00	\$38,530.00
					05896	10/7/2019	\$787.50	\$37,742.50	\$37,742.50
					05994	11/7/2019	\$1,242.50	\$36,500.00	\$36,500.00
					06128	12/9/2019	\$280.00	\$36,220.00	\$36,220.00
					06214	1/7/2020	\$105.00	\$36,115.00	\$36,115.00
					06330	2/7/2020	\$385.00	\$35,730.00	\$35,730.00
					06441	3/19/2020	\$840.00	\$34,890.00	\$34,890.00
					06516	4/8/2020	\$271.25	\$34,618.75	\$34,618.75
					06580	5/12/2020	\$840.00	\$33,778.75	\$33,778.75
					06656	6/17/2020	\$236.25	\$33,542.50	\$33,542.50
					06713	7/9/2020	\$130.00	\$33,412.50	\$33,412.50
					06809	8/11/2020	\$78.75	\$33,333.75	\$33,333.75
					06896	9/8/2020	\$315.00	\$33,018.75	\$33,018.75
					06982	10/12/2020	\$297.50	\$32,721.25	\$32,721.25
					07042	11/5/2020	\$52.50	\$32,668.75	\$32,668.75
					07162	12/7/2020	\$78.75	\$32,590.00	\$32,590.00
					07346	2/5/2021	\$52.50	\$32,537.50	\$32,537.50
					07464	3/9/2021	\$262.50	\$32,275.00	\$32,275.00
					07515	4/8/2021	\$35.00	\$32,240.00	\$32,240.00
					07670	5/21/2021	\$700.00	\$31,540.00	\$31,540.00
					07956	8/9/2021	\$131.25	\$31,408.75	\$31,408.75
					08051	9/14/2021	\$26.25	\$31,382.50	\$31,382.50
					08355	12/7/2021	\$210.00	\$31,172.50	\$31,172.50
					08767	3/10/2022	\$288.75	\$30,883.75	\$30,883.75
					08839	4/8/2022	\$393.75	\$30,490.00	\$30,490.00
					08976	5/10/2022	\$28.75	\$30,461.25	\$30,461.25
					09126	6/13/2022	\$86.25	\$30,375.00	\$30,375.00
					422268	4/17/2023	\$28.75	\$30,346.25	\$30,346.25
						Project Subtotal	\$9,653.75		\$30,346.25
210178	2021-2	3800 Wynn Road, Kalamazoo Twp.	\$ 21,000.00	\$ 21,000.00	08138	10/6/2021	\$11,504.97	\$9,495.03	\$9,495.03
					08253	11/4/2021	\$308.51	\$9,186.52	\$9,186.52
					08357	12/7/2021	\$1,102.50	\$8,084.02	\$8,084.02
					08473	1/6/2022	\$897.00	\$7,187.02	\$7,187.02
					08670	2/18/2022	\$130.00	\$7,057.02	\$7,057.02
					09079	6/8/2022	\$225.00	\$6,832.02	\$6,832.02
						Project Subtotal	\$14,167.98		\$6,832.02
		Phase II ESA	\$ 15,000.00	\$15,000.00	08138	10/6/2021	\$9,787.47	\$5,212.53	\$5,212.53
					08253	11/4/2021	\$262.50	\$4,950.03	\$4,950.03
					08357	12/7/2021	\$1,102.50	\$3,847.53	\$3,847.53
					08473	1/6/2022	\$897.00	\$2,950.53	\$2,950.53
							\$12,049.47		\$2,950.53
		BEA/Due Care	\$ 3,000.00	\$3,000.00	08138	10/6/2021	\$1,717.50	\$1,282.50	\$1,282.50
					08253	11/4/2021	\$46.01	\$1,236.49	\$1,236.49
					08670	2/18/2022	\$130.00	\$1,106.49	\$1,106.49
					09079	6/8/2022	\$262.50	\$843.99	\$843.99
							\$2,156.01		\$843.99
		Contingency	\$ 3,000.00	\$3,000.00					
							\$0.00		\$3,000.00
231417	2023-2	YWCA, 550 S. Riverview Drive, Parchment - VMS Installation LBRF funding -Amendment March 2024	\$ 100,000.00	\$100,000.00	434709	3/13/2024	\$87,897.02	\$22,102.98	\$22,102.98
			\$10,000.00	\$10,000.00	231417	4/10/2024	\$1,384.65	\$20,718.33	\$20,718.33
					439172	7/8/2024	\$537.50	\$20,180.83	\$20,180.83
					443511*	10/10/2024	\$437.55	\$19,743.28	\$19,743.28
			\$110,000	\$110,000.00		Project Subtotal	\$89,819.17		\$20,180.83
240058	2023-3	Clarklogic Development at W. Williard Street, Kalamazoo, MI LBRF Funding	\$ 24,000.00	\$24,000.00	433674	2/12/2024	\$13,707.93		
					435843	4/10/2024	\$10,292.07		
						Project Subtotal	\$24,000.00		\$0.00
		Total Project Budgets	\$248,208.00	\$248,208.00		Total	\$175,901.71		\$72,306.29

Memo

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

FROM: Therese Searles, Senior Brownfield Specialist and Jeff Hawkins, Vice President/Senior Hydrogeologist

DATE: October 24, 2024

RE: FY21 EPA Grant Updates and Invoices

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

1. Community Outreach and Programmatic
Project No: E210229 -W.O. 2, Amendment No. 3

Update:

Preparation of meeting materials and updates to the ACRES reporting database were completed this month. Preparation of the grant quarterly report, MBE/WBE report and the Federal Financial Report (FFR) are also underway, due at the end of October. Coalition grant application preparation is underway. The current EPA grant period was set to end on September 30, 2024. However, the no-cost grant extension was approved on October 2, 2024, extending the grant period through September 30, 2025.

2. Redman Ventures, LLC – 6667 Stadium Drive, Oshtemo Township
Project No: 231418 – W.O. 11

Update:

EPA Grant funded project activities are complete.

3. Legacy Senior Living – 730 N. Burdick Street, Kalamazoo, Michigan
Project No: 231419 – W.O. 12

Update:

EPA grant funded project activities are complete.

4. Urban Exposure Initiative – 1116 Lake Street, Kalamazoo, Michigan
Project No: 231768 – W.O. 15

Update:

EPA Grant funded project activities are complete.

**5. Teresa’s Kitchen, 1216, 1222 and 1228 S. Burdick, Kalamazoo, Michigan
Project No: 240812 – W.O. 17**

Update:

The KCBRA board approved Amendment No. 1 to Work Order 17 in July to conduct Phase II ESA sampling activities, preparation of a Baseline Environmental Assessment (BEA) and Due Care documentation, if warranted, as well as completion of a pre-renovation Hazardous Materials Inspection (HMI). A Health and Safety Plan (HASP) and Sampling and Analysis Plan (SAP) has been prepared and submitted to the USEPA. The Health and Safety Plan (HASP) was accepted and the Sampling and Analysis Plan (SAP) was approved by the USEPA on August 27, 2024. Access authorization for sampling was also granted by the current property owner on August 27, 2024. Phase II ESA sampling was conducted on September 6th and 9th and the HMI field work was conducted on September 16, 2024. ***The HMI report was issued on September 30, 2024. Several types of asbestos-containing materials were identified such as thermal systems insulation and various miscellaneous materials (flooring, caulks, adhesives, etc.) These materials should be considered with respect to renovation plans. A few detections of volatile organic compounds (VOCs) in groundwater and soil gas samples were detected as a result of Phase II sampling, but concentrations were below the most restrictive cleanup criteria and screening levels. No further investigation is recommended at this time. All reports, inclusive of Data Validation Reports, have been issued. EPA grant funded activities on this project are complete. Since Phase II results indicate that further assessment is not warranted the \$5,000 budget allocated for BEA/Due Care will not be needed to support this project and has been reallocated to the unencumbered grant budget.***

**6. J. Smith Laundry and Apartments, 802 N. Westnedge Ave., 438 and 442 W. Frank St., Kalamazoo, Michigan
Project No: 241171 – W.O. 18. Amendment No. 1**

Update:

Jeremiah Smith Enterprises 2, LLC desires to acquire and develop the three undeveloped parcels, located at 802 N. Westnedge Avenue, 438 and 442 W. Frank Street, into J. Smith Laundry and Apartments. Mr. Smith has a Letter of Intent in place and has site control of the property. It is anticipated that development activities would commence in Spring of 2025 with an anticipated completion date of Spring 2026.

The initial Work Order #18 was approved in June to authorize preparation of U.S. EPA eligibility, and a Phase I Environmental Site Assessment (ESA). Phase I ESA & Phase II ESA activities were previously completed in 2013 based upon multiple concerns including historical automotive service operations, the presence of fill material, and adjoining properties. Phase II ESA sampling in 2013 resulted in the identification of PNAs in soil in excess of current EGLE cleanup criteria. Amendment No. 1 to Work Order 18 was approved by the KCBRA board in July to conduct a Phase II ESA, preparation of a BEA and Due Care documentation, and preparation of a Brownfield Plan. Concurrence on site eligibility from the USEPA took much longer than anticipated, but was received on August 15, 2024. ***Timing to complete this project was listed for consideration in the extension request letter, which was thankfully approved on October 2, 2024. Research stages of the Phase I process and initial planning of the Phase II ESA, BEA and Due Care considerations were initiated concurrently. The site inspection portion of the Phase I ESA has been delayed due to coordinating an access agreement with the City of Kalamazoo, which also involved the City requiring a certificate of insurance from the driller for Phase II ESA sampling. With access secured, the Phase I ESA site inspection and Phase II ESA sampling are scheduled to be completed on October 17th. The Phase I ESA***

report is anticipated to be issued by the October board meeting and the Phase II ESA report is anticipated to be issued the first week of November.

Meetings regarding Brownfield planning have occurred. In addition, Mr. Smith is working through the pro forma process with his team. Understanding both eligible activities, which may be informed from sampling results, and funding sources for the project, will be needed to draft preparation of the Brownfield Plan. Fishbeck is waiting for Mr. Smith to return estimates on eligible costs.

7. 234/238 EM, LLC, 234 and 238 East Michigan Avenue, Kalamazoo, Michigan

Project No: 241434 – W.O. 19, Amendment No. 1

Update:

A project application has been submitted by 234/238 EM, LLC to the KCBRA requesting funding support through the use of the County’s USEPA Assessment Grant for the project located at 234 and 238 East Michigan Avenue in downtown Kalamazoo. The building is commonly referred to as the “Hiemstra Building” and is located in the Haymarket Historic District. 234/238 EM, LLC proposes to preserve the historic features of the downtown 2-story historic building and renovations will include extensive interior demolition on the second floor to create four (4) one-bedroom housing units and retain a commercial first-floor tenant (Hiemstra Optical). The total project costs are anticipated to be \$1.79 million with rehabilitation efforts commencing early 2025 with an anticipated completion date of Fall 2026. In August, the KCBRA approved using \$3,000 of grant funds to complete obtaining U.S. EPA eligibility and a Phase I Environmental Site Assessment (ESA). Eligibility concurrence was received on September 11, 2024. *Work Order 19, Amendment No. 1, was approved by the KCBRA in September to complete an Hazardous Materials Inspection. It was anticipated at that time that sufficient grant funds to fully cover the cost of the HMI would not be available and the board approved using grant funds, as available, and the site feasibility fund to support the difference. However, with the reallocation of the budget from the Burdick Street property, it is anticipated that sufficient grant funds remain to cover the full cost of the survey. The Phase I ESA is complete and the report has been issued. No Recognized Environmental Conditions were identified. The potential for buried remnant utility structures to exist was identified as a Business Environmental Risk to consider. If discovered during proposed renovations, these structures should be removed or properly abandoned. The field work for the HMI is scheduled to be completed on October 24th and 25th, 2024.*

Additional Note: At time of preparation of this memo, \$5,000 has been reallocated per Brownfield Redevelopment Administrator direction (as described in this memo) and returned to the unencumbered grant budget, which brings that remaining total budget to \$2,350.44.

**Kalamazoo County Brownfield Redevelopment Authority
U.S. EPA Brownfield Assessment Grant
Budget and Cost Summary**

Project	Number	W.O.	Grant Task	Activity Site/Phase	Budget Estimates		Actual			Project Budget Remaining		
					Total		Invoice No.	Invoice Date	Total Invoiced Amount	Total	Project Complete	
				Initial Grant Award	\$	300,000.00						
				Task 1 - Phase I ESAs	\$	45,000.00			\$	23,594.66	\$	21,405.34
				Task 2 - Phase II ESAs and BEA/DC	\$	204,000.00			\$	145,308.41	\$	58,691.59
				Task 3 - Brownfield Plans	\$	36,000.00			\$	65,255.71	\$	(29,255.71)
				Task 4 - Community Outreach, Programmatic, Travel	\$	15,000.00			\$	17,188.10	\$	(2,188.10)
					\$				\$	251,346.88	\$	48,653.12
County			4	Personnel	\$	1,200.00			\$	-		
County			4	Travel	\$	6,000.00		KCBRA Travel	\$	5,072.56	\$	927.44
County			4	Supplies	\$	1,500.00			\$	-		
County			4	Other	\$	-			\$	-		
				County Subtotal	\$	8,700.00	County Subtotal		\$	5,072.56	County Subtotal	
				Contractual - Envirologic Technologies, Inc.	\$	291,300.00			\$	-	\$	-
210220	1	2		QAPP Preparation	\$	5,000.00	Invoice Total	08272	11/10/2021	\$	118.50	
								08354	12/7/2021	\$	1,440.75	
								08471	1/6/2022	\$	444.75	
								435839	4/10/2024	\$	237.54	
								436942	5/13/2024	\$	59.39	
								438963	6/18/2024	\$	190.40	
								439230	7/9/2024	\$	108.67	
							Project Subtotal			\$	2,600.00	Project Subtotal \$ 2,600.00
												Budget Returned \$ 2,400.00
												\$ -
			1	Initial Preparation	\$	2,004.00	Invoice Breakdown					
								08272	11/10/2021	\$	118.50	
								08354	12/7/2021	\$	1,440.75	
								08471	1/6/2022	\$	444.75	
							Phase Subtotal			\$	2,004.00	Phase Subtotal \$ -
210220	1	2		QAPP - ANNUAL UPDATES	\$	596.00	Invoice Total	435839	4/10/2024	\$	237.54	
								436942	5/13/2024	\$	59.39	
								438963	6/18/2024	\$	190.40	
								439230	7/9/2024	\$	108.67	
							Project Subtotal			\$	596.00	Phase Subtotal \$ -
210229	2	4		Community Outreach and Programmatic Amendment #1 (approved 5-25-23)	\$	2,500.00	Invoice Total	08661	2/18/2022	\$	132.02	
				Amendment #2 (approved 11-16-23)	\$	2,500.00		08841	4/8/2022	\$	104.56	
				Amendment #3	\$	4,300.00		08977	5/10/2022	\$	359.38	
					\$	4,000.00		09127	6/13/2022	\$	341.14	
					\$	13,300.00		09389	8/18/2022	\$	209.13	
								09619	10/12/2022	\$	41.83	
								09745	11/9/2022	\$	352.93	
								09857	12/12/2022	\$	345.06	
								09921	1/5/2023	\$	73.20	
								420295	2/16/2023	\$	189.15	
								421240	3/16/2023	\$	66.05	
								423211	5/10/2023	\$	625.56	
								424176	6/8/2023	\$	334.25	
								425337	7/12/2023	\$	286.50	
								426222	8/7/2023	\$	1,093.13	
								427546	9/7/2023	\$	334.25	
								429749	11/2/2023	\$	1,024.11	
								431429	12/7/2023	\$	209.58	
								432665	1/8/2024	\$	334.25	
								433683	2/13/2024	\$	801.25	
								434691	3/12/2024	\$	382.00	
								435833	4/10/2024	\$	286.50	
								436929	5/13/2024	\$	1,053.23	
								438957	6/18/2024	\$	320.94	
								439223	7/9/2024	\$	382.00	
							Invoice Total	441202	8/13/2024	\$	1,698.71	
							Invoice Total	442361	9/12/2024	\$	734.83	
							Project Subtotal			\$	12,115.54	Project Subtotal \$ 1,184.46
210265	3	2		1001 2nd Street, Kalamazoo	\$	17,695.01	Invoice Total	08771	3/14/2022	\$	10,823.90	
								08842	4/8/2022	\$	3,021.18	
								08978	5/10/2022	\$	156.15	
								09513	9/16/2022	\$	1,016.80	
							Project Subtotal			\$	15,018.03	Project Subtotal \$ 2,676.98
												Budget Returned \$ 2,676.98
												Budget Remaining \$ -
			2	Phase II	\$	12,895.00	Invoice Breakdown					
								08771	3/14/2022	\$	10,823.90	
								08842	4/8/2022	\$	1,489.25	
							Phase Subtotal			\$	12,313.15	Phase Subtotal \$ 581.85
			2	BEA & Due Care	\$	4,000.00		08842	4/8/2022	\$	1,531.93	
								08978	5/10/2022	\$	156.15	
								09513	9/16/2022	\$	216.80	
							Phase Subtotal			\$	1,904.88	Phase Subtotal \$ 2,095.12
			1	Phase I ESA Update	\$	800.00		09513	9/16/2022	\$	800.00	
							Phase Subtotal			\$	800.00	Phase Subtotal \$ -
220128	5	2		NACD - Ransom and North St.	\$	52,850.00	Invoice Total	09243	7/12/2022	\$	614.29	
								09296	8/4/2022	\$	12,499.46	
								09409	9/7/2022	\$	2,778.21	
								09636	10/21/2022	\$	4,152.64	
								09663	11/3/2022	\$	875.04	
								09859	12/12/2022	\$	3,599.99	
								09924	1/5/2023	\$	2,881.90	
								421464	3/23/2023	\$	25,002.47	
							Project Subtotal			\$	52,404.00	Project Subtotal \$ 446.00
												Budget Returned \$ 446.00
												\$ -
			2	Soil Gas (447 W. North Street) & Vapor Pin (441 W. North St.)	\$	11,000.00	Invoice Breakdown					
								09243	7/12/2022	\$	324.13	
								09296	8/4/2022	\$	5,677.51	
								09409	9/7/2022	\$	151.63	
								09636	10/21/2022	\$	3,480.86	
								09663	11/3/2022	\$	216.34	
							Phase Subtotal			\$	9,850.47	Phase Subtotal \$ 1,149.53

BROWNFIELD PLAN DEVELOPMENT AGREEMENT

THIS BROWNFIELD PLAN DEVELOPMENT AGREEMENT (the “Agreement”), is entered into on _____, 2024 between the **KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporate established pursuant to Act 381 of the Public Acts of 1996, as amended, MCL 125.2651 et seq. (“Act 381”), whose address is 201 W. Kalamazoo Avenue, Room 101, Kalamazoo, Michigan 49007 (the “Authority”), and **LANDSCAPE FORMS, INC.** (the “Developer”).

RECITALS

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

WHEREAS, 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 or obsolescence as appropriate sites for creating a Plan, or any other eligibility status deemed eligible per Public Act 381

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

WHEREAS, Developer owns property in Kalamazoo County located at 7800 E. Michigan Ave. in Kalamazoo, MI, 49048 (the “Property”) and legally described on the attached Exhibit A.

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

WHEREAS, Developer intends to redevelop the site to develop a 300,000 square foot warehouse building, expanding the current operational facilities located at the Property. These investments are expected to retain 91 jobs and create at least 125 new jobs at this location and would increase the property tax base within Kalamazoo County (the “Project”).

WHEREAS, the Project will require the Developer to incur Eligible Costs associated with certain Eligible Activities including site preparation, and other statutorily allowable eligible environmental and nonenvironmental activities which may require the services of various contractors, engineers, environmental consultants, attorneys and other professionals. The

Developer's Eligible Costs shall not exceed 3,847,348 (together with Interest thereon, as provided in Paragraph Five).

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

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

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

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

3. Term of Agreement. Pursuant to the Plan, the Authority shall capture that amount of Tax Increment Revenues generated from real and personal property taxes allowed by law on the Property. Capture will begin in the fourth year (2028) after the year of the establishment of the Plan (2024) and will continue until the earlier of (hereinafter, the "End Date"):

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

3.2 30 years from the beginning date of the capture of Tax Increment Revenues, with five of the 30-years designated for LBRF only. It is estimated the Plan will complete capture within 26 years or as modeled in the attached Brownfield Plan reimbursement schedule.

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

5. Eligible Activities. The Developer shall diligently pursue completion of the Eligible Activities summarized in the Plan and set forth in this Paragraph. The Authority shall reimburse the Developer for Eligible Costs incurred on or after the date of the inclusion of this Project in the Plan and may include site preparation, and other statutorily allowable eligible environmental and nonenvironmental activities, which may require the services of various contractors, engineers, environmental consultants, attorneys and other professionals. Simple interest at the rate of three

percent (3%) per annum (“Interest”) shall accrue on all approved Eligible Costs as described in the Plan, in each case calculated from the date the Authority approves Developer’s request for reimbursement for the pertinent Eligible Costs until such Eligible Costs are reimbursed in full. Interest will be calculated at the end of each calendar year based on the total unreimbursed Eligible Costs outstanding at that time (other than accrued Interest). Principal amounts of the Eligible Costs shall be reimbursed to Developer prior to Interest accruing thereon. Developer acknowledges and agrees that it shall not be entitled to reimbursement from the Authority for any amounts constituting the “Land Bank Fee” as described in that certain Memorandum of Understanding dated _____, 2024, by and among the Authority, the County, and the Kalamazoo County Land Bank Authority (the “Land Bank”), and that nothing in this agreement shall be construed to create any liability of the Authority for any payment or any other amounts owing from Developer to Land Bank or the County.

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

7. Reimbursement Process.

7.1 Cost Reimbursement Request. The Developer will provide sufficient documentation of the Eligible Costs incurred including the dates of each Eligible Activity, a complete description of the work, proof of payment, detailed invoices for the costs involved for each Eligible Activity, sworn statements, lien waivers and other back up documentation reasonably requested by the Authority, and a written statement certifying to the Authority that all such costs are "Eligible Costs" and permitted to be reimbursed to Developer under Act 381 and all other applicable laws and regulations. Failure to provide the above noted information when due, or within the time permitted by the Authority under Paragraph 7.2, may result in foregone reimbursement, to the Developer by the Authority, for Eligible Costs that have not been requested within the timeframe described above.

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

7.3 Reimbursement. After both the summer and winter taxes are captured and collected on the Property, the Authority shall reimburse its Eligible and Administrative Costs and pay approved Eligible Costs to the Developer from Tax Increment Revenues that are generated from the Property in accordance with the Plan and Paragraph 7 to the extent that taxes have been captured and are available in that fiscal year. The Authority shall receive one hundred (100) percent of Tax Increment Revenues until fully reimbursed, unless otherwise designated by the Authority. In the event that there are insufficient Tax Increment Revenues available in any given year to reimburse all of the Authority's and Developer's Eligible Costs, as described in Paragraph 5, then the Authority shall reimburse the Authority or Developer only from available Tax Increment Revenues. Once the Authority is fully reimbursed for its Eligible Costs, the Developer shall receive the available Tax Increment Revenue, less Administrative Costs, during the term of this Agreement, until all of the amounts for which submissions have been made have been fully paid to the Developer, or the repayment obligation expires, whichever occurs first. The Authority shall make additional payments, on an annual basis, toward the Developer's remaining unpaid Eligible Costs during the term of this Agreement. The Developer shall not be entitled to reimbursement under this Agreement unless the Developer has timely and completely paid its real and personal property taxes (or industrial facilities taxes) including all penalties, interest and other amounts due in relation thereto when due. For purposes of this Agreement, to be timely paid, taxes must be paid before the date on which they can no longer be paid without penalties or interest. The repayment obligation under this Agreement shall expire on the End Date.

7.4 Method of Reimbursement. Except as otherwise provided below, 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:

Landscape Forms, Inc.
7800 East Michigan Ave.
Kalamazoo, MI 49048

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

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

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

- a. The Authority will remit Tax Increment Revenue reimbursement payments based upon the lowest taxable value being sought pursuant to the appeal;
- b. Any Tax Increment Revenue that is collected but not remitted as a result of a tax appeal shall be held in a separate account of the Authority until the pending appeal is adjudicated;
- c. Once any tax appeals are adjudicated, the Authority will either return the escrowed funds to the local unit in compliance with any tax appeal rulings, or will make payments pursuant to Section 7 of this Agreement.

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

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

9.1 Project. At its sole expense, Developer shall use its best efforts to conduct the activities described in the Plan and to demolish the existing buildings on the Property and construct the Project. The Developer intends to transform the property into a 300,000 square foot warehouse building. The new investment planned for this site includes an initial total capital investment of \$70,000,000. The redevelopment of the Property shall commence no later than Spring 2025 and shall be completed no later than Fall 2027. Under no circumstances shall the Authority have any responsibility or liability for remediation or redevelopment of the Property, or for conducting any "Eligible Activities" at the Property, except for its obligations under this Agreement to provide funds to the extent available as permitted in Paragraph 7 hereof with respect to payments from Tax Increment Revenues.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.5 The Developer terminates its existence.

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

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

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

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

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

14. Legislative Authorization. This Agreement is governed by and subject to the restrictions set forth in Act 381. In the event that there is legislation enacted in the future which alters or

affects the amount of Tax Increment Revenues subject to capture, Eligible Properties, or Eligible Activities, then the Developer's rights and the Authority's obligations under this Agreement may be modified accordingly by agreement of the parties.

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 Act 381 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: Landscape Forms, Inc.
7800 E. Michigan Ave.
Kalamazoo, MI, 49048

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

With copy to: Varnum LLP
Attn: Fred Schubkegel
Elliott M. Berlin
211 East Water Street, Suite 400
Kalamazoo, MI 49007

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 of Michigan, any court, or other regulatory or administrative body to be allowed by law to use for that reimbursement (collectively, a "Governing Body"), (ii) any determination by a Governing Body that any reimbursement of Eligible Costs paid to Developer is not permitted by Act 381 or any other applicable law or regulation, (iii) that certain Development Agreement dated September 12, 2024 (the "Land Bank Development Agreement"), between Developer and Land Bank or the Authority's direct payment of any amounts to Land Bank, the County, or any other person, entity, or governmental authority on behalf of Developer or in connection with the payments contemplated by the Land Bank Development Agreement, (iv) any breach of this Agreement by Developer, and (v) the Project. The provisions of this Section shall survive the termination of this Agreement.

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 is binding on and shall inure to the benefit of the parties to this Agreement and their respective successors, but it may not be assigned by any party without the prior written consent of the other party. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity which is not party to this Agreement.

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.

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

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

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

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

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

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

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

[Signature Page Follows]

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

**KALAMAZOO COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY**

By _____

Title _____

Date _____

LANDSCAPE FORMS, INC.

By _____

Title _____

Date _____

EXHIBITS:

A (Legal Description of Property)

B (Copy of Brownfield Plan)

Exhibit A
Legal Description

See attached.

DRAFT

Exhibit B
Brownfield Plan

See attached.

DRAFT

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING made and entered into this ____ day of _____, 2024 by and between Kalamazoo County, a municipal corporation and political subdivision of the State of Michigan (the “County”), and the Kalamazoo County Brownfield Redevelopment Authority (the “KCBRA”).

WITNESSETH:

WHEREAS, currently the KCBRA does not employ the services of a fulltime Director as authorized by MCL 125.2656 (1) (“Director”);

WHEREAS, the work that is normally done by a Director is currently being performed by the County full-time position of Brownfield Redevelopment Administrator, with the KCBRA reimbursing the County from Tax Increment Financing (TIF), as allowed by law;

WHEREAS, the KCBRA has the authority pursuant to MCL 125.2656 (1) to employ and fix the compensation for the Director;

WHEREAS, the KCBRA has the need for and the ability to fund a fulltime director but does not have the ability to supervise the day-to-day activities of said Director;

NOW, THEREFORE, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** by and between the parties as follows:

1. **SCOPE OF WORK.** The County shall provide the services of the Brownfield Redevelopment Administrator to fulfill the duties of the Director (and shall be referred to as Director in this Agreement). The Director is responsible for managing all KCBRA projects and finances, staffing KCBRA meetings along with all other essential functions of the position as described in the Brownfield Redevelopment Administrator Job Description attached to this Agreement, labeled Exhibit A, which is incorporated by reference.
2. **FUNDING RESPONSIBILITIES.** The KCBRA shall fund 100% of this position from TIF funds, including the cost of any and all employment benefits provided in County policies, income taxes, payroll taxes, and contributions. In the event funds are not allocated or available this Agreement will be deemed terminated without further notice. The Director will remain a County employee and shall be entitled to the same employment benefits as other similarly situated County employees.
3. **ACCOUNTABILITY AND SUPERVISION; REPLACEMENT.**
 - a. The County is responsible for the following:
 - a. Selecting the proposed Director using its customary hiring practices. Member(s) of the KCBRA will be part of the interview team, and the KCBRA may make a recommendation to the County.
 - b. Supervising the day-to-day activities of the Director.

- c. Reassignment of job duties as it deems necessary, which could include terminating the services or employment of the Director.
- d. Assigning additional responsibilities to the Director on a time-available basis, which may not be related to the KCBRA. The County is responsible for the cost of work not related to the KCBRA.
- e. Paying and providing employment benefits to the Director

b. The KCBRA is responsible for the following:

- a. Paying the entire cost of employment of the Director.
- b. Providing feedback to the County regarding the performance of the Director, which may include performance evaluation(s).
- c. Providing written notice to the County if it does not intend to continue the services of the Director.
- d. Providing goals and objectives to the Director.

4. **COMPENSATION.** Subject to the funding provided for in Section 2 above, the County will be responsible for the payment of all wages, employment benefits, taxes, and contributions with respect to Director, from the appropriate accounts dedicated to brownfield funding per the Uniform Chart of Accounts. The County shall prepare and provide expenditure and receipt reports if requested.

5. **TERM.** The term of this Agreement shall commence on _____, 2024 and will continue through _____. This Agreement may be terminated with or without cause by either party upon ninety (90) days written notice. If terminated for any reason, the KCBRA will remain responsible for the cost of the Director during the ninety (90) day notice period.

6. **NONDISCRIMINATION.** The parties, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, gender identity, political affiliation or beliefs. The parties shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the Elliott-Larsen Civil Rights Act, 1975 PA 453 amended; the Persons with Disabilities Civil Rights Act, 1976 PA 220 as amended; Section 504 of the Federal Rehabilitation Act of 1973 as amended, P.L. 93-112, 87 Stat 355 as amended, the Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USCA § 12101 et seq), as amended, and regulations promulgated thereunder. Breach of this section shall be regarded as a material breach of the Agreement.

7. **NOTICES.** Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and will be sent by first class mail or email to the County Administrator, and to the Chair of the KCBRA.

8. **WAIVERS.** No failure or delay on the part of the parties to this Agreement in exercising any right, power, or privilege shall operate as a waiver nor shall a single or partial exercise of any right, power, or privilege preclude any other further exercise of any other rights, power, or privilege.

9. **MODIFICATION OF AGREEMENT.** Modifications, amendments, or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties.

10. **DISREGARDING TITLES.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

11. **COMPLETE AGREEMENT.** This Agreement and any additional or supplemental documents incorporated by specific reference contains all the terms and conditions agreed by the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof, shall have any validity or bind any party.

12. **NON-BENEFICIARY CONTRACT.** This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto. The Director shall have no rights to enforce this Agreement.

13. **INVALID PROVISIONS.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any state or federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

14. **CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.** The persons signing this Agreement on behalf of the parties certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

IN WITNESS WHEREOF, the authorized representatives of the parties have signed this instrument on the day and year first above written.

KALAMAZOO COUNTY:

, Chairperson
Kalamazoo County Board of Commissioners

Date

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY:

, Chairperson
Kalamazoo County Brownfield Redevelopment Authority

Date

APPROVED AS TO FORM FOR COUNTY OF KALAMAZOO:
COHL, STOKER & TOSKEY, P.C.
By:
On:



2019-2022 OUTCOMES REPORT

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY



**PREPARED BY
KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**

OVERVIEW

In 2020, the Kalamazoo County Brownfield Redevelopment Authority (KCBRA) closed out their \$400,000 EPA Assessment Grant which supported twenty-one projects and benefitted seven communities county-wide. In the fall of 2021, the Authority was awarded another \$300,000 EPA Assessment Grant, to be used county-wide and with a focus on the North Side Neighborhood of the City of Kalamazoo.

KCBRA FUND 243

2022 Year End Balance
Administrative Fund
\$358,103

ADMINISTRATIVE COSTS

2019	\$ 105,087
2020	\$ 116,177
2021	\$ 81,362
2022	\$ 104,478

Including staff, operating, and legal expenses covered by Tax Increment Revenue (TIR) collected from current brownfield plans.

KCBRA FUNDING & SUPPORT

- 2 Projects supported by the LBRF
- 5 Projects Supported by Fund 243
- 4 New Brownfield Plans Adopted
- 11 New Projects Supported by EPA Grant '16
- 4 Projects Supported by EPA Grant '21

LBRF FUND

\$1,723,327

10 Brownfield Plans Captured into the Local Brownfield Revolving Fund **from 2019-2022** totaling \$1,670,102 in deposits.

From 2019-2022, the KCBRA has continued to be a catalyst for economic development throughout the county, through the implementation of four new brownfield plans and continuing to assist participating county municipalities and developers through tax increment financing, grants, loans, and other incentives. The KCBRA has become a major resource and partner for positive economic change in Kalamazoo County, helping to assess and understand contaminated sites, foster job creation, eliminate blight, re-use properties and infrastructure, and leverage investment.



Midlink Business Park, Comstock Township



Clark Logic, Village of Schoolcraft

An annual report of the KCBRA Tax Increment Revenue collections from Brownfield Plans is submitted to the State in August of each year, as required by law.

EPA Grant 2021 Award Recipient

The Kalamazoo County Brownfield Redevelopment Authority (KCBRA) was awarded a grant for \$300,000 in EPA Assessment Grant funding. The grant allows the KCBRA to support redevelopment projects by helping to identify and investigate brownfield properties, and conduct environmental site assessments at sites countywide with a focus on the Northside neighborhood in the City of Kalamazoo.

Award Term is October 2021-September 2024



Grant funds can be used for eligible activities including:

- Phase I & Phase II Environmental Site Assessments
- Baseline Environmental Site Assessments
- Documentation of Due Care Compliance
- Brownfield Plans & Act 381 Work Plans
- Hazardous Materials Surveys



Corner@Drake, Oshtemo Township

BROWNFIELD PLANS 2019 THROUGH 2022

The KCBRA received Tax Increment Revenue (TIR) from 19 different properties from 2019-2022. New brownfield plans were implemented in the Oshtemo Township, the Village of Vicksburg, Kalamazoo Township, the City of Kalamazoo, and Pavilion Township.

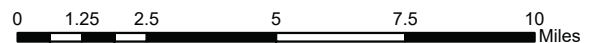
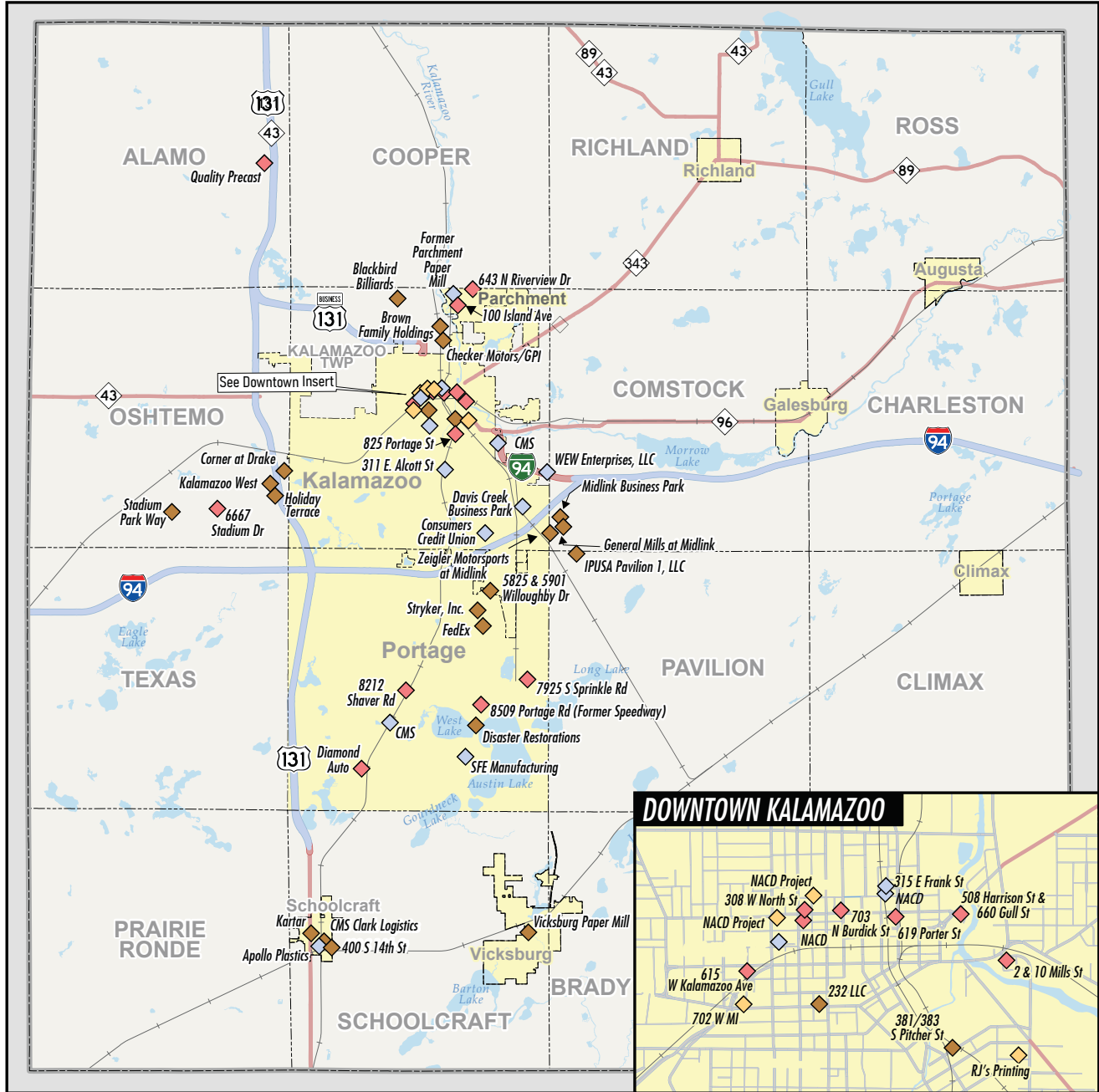
Private dollars leveraged on these properties total over \$715 million.

#	Year Established	Plan Name	Location	TIR Collected in 2019	TIR Collected in 2020	TIR Collected in 2021	TIR Collected in 2022	~ Private \$ Leveraged
1	2008	Midlink Business Park	Comstock Township	\$334,791.96	\$277,901.52	\$735,254.95	\$794,177.27	\$109,000,000.00
		General Mills (added 2013)	Comstock Township	\$356,289.86	\$537,546.40	\$157,654.98	\$90,479.63	\$20,000,000.00
		AJZ Sprinkle (added 2017)	Comstock Township	\$77,571.27	\$21,695.24	\$0.00	\$0.00	\$9,000,000.00
2	2009	Brown Family Holdings 232	Kalamazoo Township	\$5,828.00	\$0.00	\$0.00	\$0.00	\$145,000.00
3	2011	LLC - Jimmy Johns	City of Kalamazoo	\$4,486.78	\$4,728.47	\$4,841.10	\$5,259.80	\$850,000.00
4	2013	Former Bud's Auto	City of Portage	\$2,216.89	\$4,092.24	\$7,000.04	\$7,257.67	\$300,000.00
5	2013	Kartar #6	Village of Schoolcraft	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
6	2014	Corner@Drake	Oshtemo Township	\$219,069.61	\$249,851.92	\$222,135.20	\$0.00	\$57,000,000.00
7	2014	Clark Logic	Village of Schoolcraft	\$655.38	\$691.56	\$711.35	\$742.44	\$1,051,000.00
8	2015	Blackbird Billiards	Kalamazoo Township	\$759.64	\$1,613.09	\$1,720.03	\$2,587.09	\$200,000.00
9	2016	RAI AZO, LLC	City of Portage	\$12,970.35	\$13,517.44	\$14,952.11	\$9,903.32	\$899,000.00
10	2016	Kalamazoo West Professional Center	Oshtemo Township	\$5,941.92	\$6,024.39	\$5,226.11	\$4,320.81	\$1,200,000.00
11	2016	Metal Mechanics	Village of Schoolcraft	\$8,080.09	\$6,030.16	\$4,786.60	\$2,055.23	\$1,474,946.00
12	2017	Stryker Instruments	City of Portage	\$1,460,688.68	\$2,161,774.62	\$2,104,869.88	\$1,102,245.35	\$205,000,000.00
13	2017	Former Superior Graphics	City of Kalamazoo	\$17,752.01	\$20,625.49	\$21,205.27	\$22,498.70	\$3,820,767.00
14	2018	Stadium Parkway Redevelopment	Oshtemo Township	\$42,924.46	\$73,456.06	\$123,316.40	\$128,573.00	\$4,278,000.00
15	2018	Delta Hotels by Marriott Kalamazoo Conference Center	Oshtemo Township	\$0.00	\$0.00	\$42,652.34	\$47,842.60	\$4,000,000.00
16	2019	Transformational Brownfield Plan The Mill at Vicksburg	Village of Vicksburg	\$0.00	\$0.00	\$0.00	\$0.00	\$52,000,000.00
17	2019	Project Spartan	City of Portage	\$0.00	\$0.00	\$341,424.24	\$637,370.71	\$25,000,000.00
18	2019	Graphic Packaging	City of Kalamazoo & Kalamazoo Township	\$0.00	\$0.00	\$0.00	\$239,041.93	\$180,000,000.00
19	2022	IPUSA	Pavilion Township	\$0.00	\$0.00	\$0.00	\$0.00	\$40,000,000.00
KCBRA	2002-2022	TOTAL TIR Revenue	Kalamazoo County Brownfield Plans	\$2,550,027	\$3,379,549	\$3,787,751	\$3,094,356	\$715,218,713

Tax Increment Revenue is collected and held for Administrative Expenses, Developer Reimbursements, payments to the Local Brownfield Revolving Fund and to the State of Michigan Brownfield Redevelopment Fund.

BROWNFIELD PROJECTS

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY



Legend

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



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 inaccuracies 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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EPA GRANT 2016 RESULTS

2020 represented the final year of our U.S. EPA Brownfield Assessment Grant. Since the beginning of the grant cycle, 100% of the funds have been used to support 21 projects community-wide. The grant funding has proven to be an essential part of our brownfield redevelopment strategy. Through the grant cycle, the KCBRA leveraged \$55 for each grant dollar spent, at the federal level \$20 was leveraged using EPA brownfield dollars.

21

Number of projects benefiting from funds

\$22,000,000

Project investment leveraged

7

Number of communities benefiting from funds

Total Grant Outputs

- 13 - Phase I Site Assessments
- 16 - Phase II Site Assessments
- 9 - Baseline Environmental Assessments
- 4 - Hazardous Materials Surveys
- 3 - Brownfield Plans

Protected Jobs

~327 - Retained or Created

Acres Redeveloped

99.57 Acres

GRANT OUTREACH & SUPPORT

PROGRAMMATIC

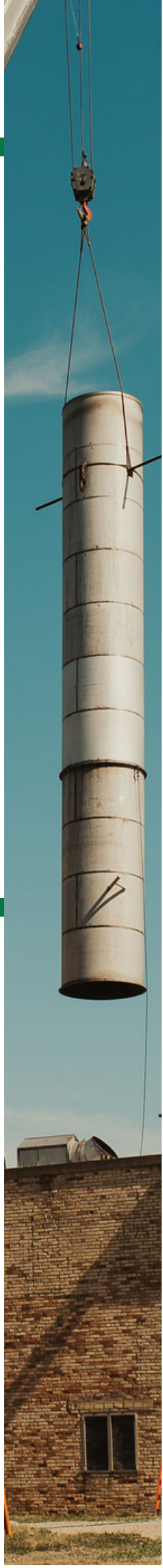
- FEDERAL FINANCING & QUARTERLY REPORTS
- PROJECT MANAGEMENT & OVERSIGHT
- BUDGET TRACKING AND COMPLIANCE

COMMUNITY OUTREACH

- MEETINGS & PRESENTATIONS WITH COMMUNITY STAKEHOLDERS
- NORTHSIDE ASSOCIATION FOR COMMUNITY DEVELOPMENT (NACD) COMMUNITY-WIDE OPEN HOUSE
- DEVELOPER/LENDER INCENTIVES & FINDING OUTREACH EVENTS
- COLLABORATIVE MEETINGS WITH LOCAL UNITS OF GOVERNMENT

MARKETING

- EVENT AND MEETING MATERIALS
- BROCHURES, POWERPOINT PRESENTATIONS, PROJECT PROFILES, AND GRANT DASHBOARD
- WEBSITE DEVELOPMENT AND LAUNCH



KCBRA 2019-2022 OUTCOMES REPORT

The KCBRA board, appointed by the Kalamazoo County Board of Commissioners, includes citizens, lenders, attorneys, environmental professionals, developers, architects and real estate professionals.

Board of Directors:

Kenneth Peregón, Board Chair

Joe Agostinelli

Gary Barton

Zachary Baur (Commissioner Liaison)

Chris Carew

Kevin Coleman (Commissioner Liaison)

Connie Ferguson

Travis Grimwood

Habib Mandwee

Douglas Milburn

Jodi Milks

Monteze Morales (Commissioner Liaison)

Meredith Place (Commissioner Liaison)

Dale Shugars (Commissioner Liaison)

David (Wei) Wang

Andrew Wenzel

Sherine Miller, Ex Officio Director, Kalamazoo Township

Steven Leuty, Ex Officio Alternate, Kalamazoo Township

Iris Lubbert, Ex Officio Director, Oshtemo Township

Planning & Development Department Staff:

Macy Rose Walters, Brownfield Redevelopment Administrator

Rachael Grover, Director

Brownfield Consultants:

Envirologic Technologies, Inc.

Fishbeck

To learn more about the Kalamazoo County Brownfield Redevelopment Authority, view past projects, download project applications, and find other helpful resources, please visit www.kalcountybrownfield.com.

This report was prepared with the assistance of Envirologic Technologies, Inc. and Fishbeck.

Contact Information:

Macy Rose Walters | Brownfield Redevelopment Administrator

Kalamazoo County Planning & Development Department

201 West Kalamazoo Avenue, Kalamazoo, MI 49007

Phone: (269) 384-8305

Email: mrwalt@kalcounty.com



KALAMAZOO COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY

2023

OUTCOMES REPORT

PREPARED BY
MACY ROSE WALTERS
BROWNFIELD REDEVELOPMENT ADMINISTRATOR

PRESENTED BY
THE KALAMAZOO COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY

☎ 269-385-8305

🌐 www.kalcountybrownfield.com
201 W. Kalamazoo Ave.
Kalamazoo, MI 49007

KCBRA 2023 OUTCOMES REPORT

OVERVIEW

The Kalamazoo County Brownfield Redevelopment Authority (KBCRA) has continued its mission to serve as a positive partner for economic change in Kalamazoo County. Through the utilization of the Local Brownfield Revolving Fund (LBRF) and recently awarded EPA Assessment Grant, the KCBRA has fostered job creation, eliminated blight, and encouraged the re-use of properties and infrastructure, leveraging investment within the local communities. In June, the KCBRA held a board retreat to review legislative changes to Michigan Public Act 381 of 1996, resulting in updates to KCBRA Project Applications, an updated LBRF Policy, and a targeted approach to investment strategies, further leveraging available redevelopment incentives.



The Mill at Vicksburg, Vicksburg, MI

KCBRA FUND BALANCES

Administrative costs include staff, operating, and legal expenses covered by Tax Increment Revenue (TIR) collected from current brownfield plans.

**FUND
243**

KCBRA General Fund

Expenses: \$122,055.06

Revenues: \$137,926.08

Administrative Balance: \$496,029.06

The Local Brownfield Revolving Fund

Revenues: \$3,097,832.19

Expenses: \$15,000.00

LBRF Fund Balance: \$4,805,924.79

**FUND
242**

Five brownfield plans captured into the LBRF in 2023. Projects included the Former Bud's Auto, RAI Jets, Stadium Park Way, Stryker, and Midlink Business Park.

■ KCBRA Funding & Support

In 2023, the Kalamazoo County Brownfield Redevelopment Authority (KCBRA) supported nine new projects from the EPA Assessment Grant, spending down 49% of grant funds. Allowing the KCBRA to support redevelopment projects by helping identify and investigate brownfield properties, and conduct environmental site assessments at sites countywide, with a focus on the Northside neighborhood in the City of Kalamazoo. In addition to those projects, five projects were awarded funding from the Local Brownfield Revolving Fund (LBRF).



KALSEE Credit Union Ribbon Cutting Spring, 2023

1

NEW BROWNFIELD PLAN & ONE AMENDED

14

PROJECT APPLICATIONS APPROVED

5

COMMUNITIES BENEFITED FROM FUNDING

112

NEW JOBS + 200 RETAINED

39

ACRES REDEVELOPED

GRANT OUTREACH & SUPPORT

- 5 OUTREACH EVENTS
- 3 PHASE I SITE ASSESSMENTS
- 1 PHASE II SITE ASSESSMENT
- 1 PRESSURE FIELD EXTENSION TEST
- 1 VAPOR MITIGATION SYSTEM PLAN
- 1 CONCEPTUAL SITE MODEL
- 2 BROWNFIELD PLANING RELATED ACTIVITIES
- 3 HAZARDOUS MATERIALS & ASBESTOS SURVEYS



KALSEE Credit Union Gull Rd. Location Comstock, MI

KCBRA 2023 OUTCOMES REPORT

BROWNFIELD PLANS THROUGH 2023

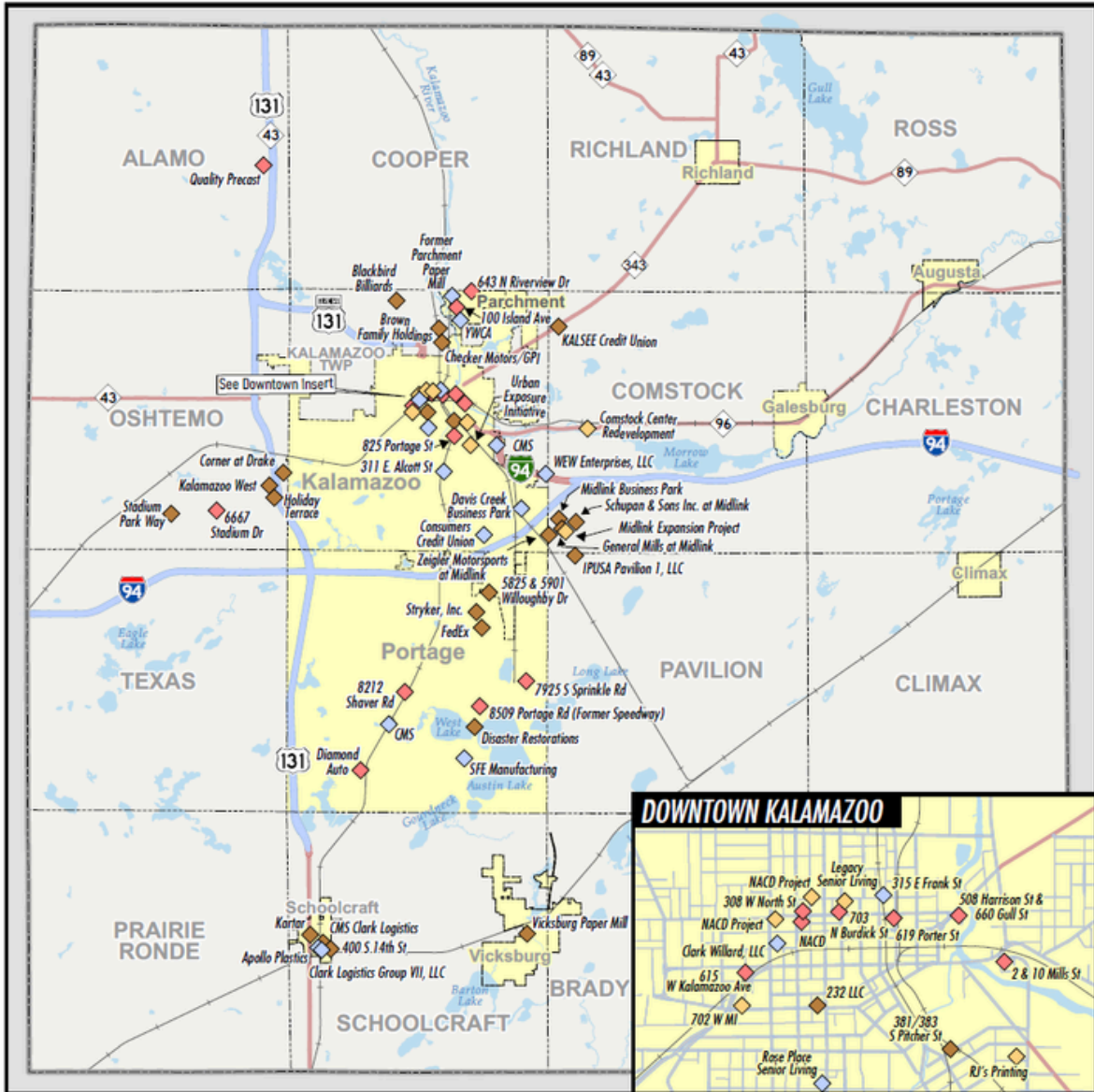
#	Year Established	Plan Name	Location	TIR Collected in 2023	~ Private \$ Leveraged
1	2008	Midlink Business Park	Comstock Township	\$874,530.39	\$109,000,000.00
		General Mills (added 2013)	Comstock Township	\$109,541.98	\$20,000,000.00
		AJZ Sprinkle (added 2017)	Comstock Township	\$0.00	\$9,000,000.00
2	2009	Brown Family Holdings	Kalamazoo Township	Capture Complete in 2018	\$145,000.00
3	2011	232 LLC - Jimmy Johns	City of Kalamazoo	\$5,785.97	\$850,000.00
4	2013	Former Bud's Auto	City of Portage	\$7,659.43	\$300,000.00
5	2013	Kartar #6	Village of Schoolcraft	\$0.00	\$0.00
6	2014	Corner@Drake	Oshtemo Township	Capture Complete in 2021	\$57,000,000.00
7	2014	Clark Logic	Village of Schoolcraft	\$781.31	\$1,051,000.00
8	2015	Blackbird Billiards	Kalamazoo Township	\$1,907.45	\$200,000.00
9	2016	RAI AZO, LLC	City of Portage	Capture Complete in 2022	\$899,000.00
10	2016	Kalamazoo West Professional Center	Oshtemo Township	\$4,765.48	\$1,200,000.00
11	2016	Metal Mechanics	Village of Schoolcraft	\$5,402.89	\$1,474,946.00
12	2017	Stryker Instruments	City of Portage	\$484,267.60	\$205,000,000.00
13	2017	Former Superior Graphics	City of Kalamazoo	\$24,242.93	\$3,820,767.00
14	2018	Stadium Parkway Redevelopment	Oshtemo Township	\$134,880.22	\$4,278,000.00
15	2018	Delta Hotels by Marriott Kalamazoo Conference Center	Oshtemo Township	\$54,491.94	\$4,000,000.00
16	2019	<i>Transformational Brownfield Plan</i> The Mill at Vicksburg	Village of Vicksburg	\$0.00	\$52,000,000.00
17	2019	Project Spartan	City of Portage	\$631,196.69	\$25,000,000.00
18	2019	Graphic Packaging	City of Kalamazoo & Kalamazoo Township	\$437,301.31	\$180,000,000.00
19	2022	IPUSA	Pavilion Township	\$0.00	\$40,000,000.00
20	2023	KALSEE Credit Union	Comstock Township	\$27,336.83	\$3,000,000.00
KCBRA	2002-2023	TOTAL TIR Revenue	Kalamazoo County Brownfield Plans	\$2,804,092	\$718,218,713

The KCBRA received Tax Increment Revenue (TIR) from 15 different properties in 2023. Private dollars leveraged on these properties total over \$718 million.

Tax Increment Revenue is collected and held for Administrative Expenses, Developer Reimbursements, payments to the Local Brownfield Revolving Fund and to the State of Michigan Brownfield Redevelopment Fund. An annual report of TIR collections from Brownfield Plans is submitted to the Michigan Economic Development Corporation by the end of August each year, as required by law.

BROWNFIELD PROJECTS

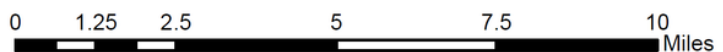
KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY



In addition to approved brownfield plans, the KCBRA has provided redevelopment incentives to approximately 60 projects county-wide since the Authority was established in 2002.

Legend

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



KALAMAZOO COUNTY GOVERNMENT
 Planning & Development Department

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KCBRA 2023 OUTCOMES REPORT

The KCBRA board, appointed by the Kalamazoo County Board of Commissioners, includes citizens, lenders, attorneys, environmental professionals, developers, architects, and real estate professionals.

BOARD OF DIRECTORS:

Kenneth Peregon, Board Chair
Gary Barton
Christopher Carew
Connie Ferguson
Jared Lutz
Jodi Milks
Monteze Morales (Commissioner Liaison)
John Taylor (Commissioner Liaison, non-voting)
David (Wei) Wang
Andrew Wenzel

Ex Officio Members

Sherine Miller, Kalamazoo Township
Steven Leuty, Alternate, Kalamazoo Township
Iris Lubbert, Oshtemo Township

Planning & Development Department Staff:

Macy Rose Walters
Brownfield Redevelopment Administrator
Rachael Grover
Director of Planning & Development

Brownfield Consultants:

Fishbeck



The Former Crown Vantage Papermill
Parchment, MI

LOOKING FORWARD TO 2024:

As the awarded 2021 EPA Assessment Grant comes to a close, the KCBRA will continue to pursue redevelopment incentives and promote economic development county-wide. Changes to MI Public Act 381 Brownfield Legislation include PA 90 of 2023, amending the statute to promote the utilization of certain property for housing development, unlocking new economic development tools for affordable housing development projects through the state Brownfield program.



October 24, 2024

Mr. Jeffrey C. Hawkins
Vice President/Senior Hydrogeologist
Fishbeck
2960 Interstate Parkway
Kalamazoo, MI 49048

RE: Kalamazoo County Brownfield Redevelopment Authority
EPA Brownfield Assessment Grant Extension BF00E03048-1 – Technical Contact Concurrence

Dear Mr. Hawkins:

As you know, Kalamazoo County has pursued an extension of their 2021 EPA Brownfield Assessment Grant. Envirollogic Technologies, Inc. (Envirollogic) was originally competitively selected to provide technical environmental consulting services during the original term of the grant. Envirollogic also had a QAPP in place for this grant. As of January 1, 2023, Envirollogic was acquired by Fishbeck and a Professional Services Agreement was fully executed, assigning the EPA Contract for Professional Services to Fishbeck. The extension was granted on October 2, 2024, the Kalamazoo County Brownfield Redevelopment Authority is confirming that Fishbeck will continue to provide brownfield consulting services during the contract extension as outlined in the November 8, 2021, contract with Envirollogic and then within the Professional Services Agreement with Fishbeck fully executed on the January 31, 2023. Fishbeck will also continue to assist the County with managing the grant as outlined in their Cooperative Agreement and the anticipated amended Cooperative Agreement for the extension.

By signing below, both parties, including the County and Fishbeck acknowledge their continued Professional Services Contact relationship as noted above.

Sincerely,

Macy Rose Walters
Brownfield Redevelopment Administrator
Kalamazoo County Brownfield Redevelopment Authority

Acknowledgement:

Macy Rose Walters
Brownfield Redevelopment Administrator
Kalamazoo County Brownfield Redevelopment Authority

Jeffrey C. Hawkins
Vice President/Senior Hydrogeologist
Fishbeck

CONTRACT ADDENDUM NO. 3
for
Kalamazoo County Brownfield Redevelopment Authority

This Addendum, made and entered into this the 24th of October, 2024, 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 previous extended the contract under Addendum No. 2, on 11/16/2023; and

WHEREAS, the Authority at their regular meeting on October 24, 2024, voted to approve amending the said Contract to continue for an additional one year;

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, 2025 through December 31, 2025.

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, and 10/24/2024, 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: _____
Jeffery C. Hawkins
Its: Vice President

Date: _____

For: KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

By: _____
Kenneth W. Peregón
Its: Chairperson

Date: _____

KCBRA Fund 243 General Fund 2024 Expense Detail

Postage	
Jan-March	\$ 0.99
April-June	0
July-Sept.	51.16
Oct.-Dec.	
Total	\$ 52.15

Printing	
Jan-March	\$ 28.49
April-June	1.67
July-Sept.	
Oct.-Dec.	
Total	\$ 30.16

Office Supplies	
Total	\$ -

Contractual	
Fishbeck 2/13/24	\$ 1,142.50
Fishbeck 3/12/24	\$ 627.50
Fishbeck 3/31/24	\$ 1,120.00
Fishbeck 5/13/24	\$ 922.50
Fishbeck 6/18/24	\$ 1,772.00
Fishbeck 7/9/24	\$ 800.00
Fishbeck 8/13/24	\$ 1,138.00
Fishbeck 9/12/24	\$ 2,024.75
<i>Fishbeck 10/10/24</i>	<i>\$ 1,690.00</i>
Total	\$ 11,237.25

Contractual Op.	
Fishbeck 8/13/24	\$ 210.00
Fishbeck 9/12/24	\$ 273.00
<i>Fishbeck 10/10/24</i>	<i>\$ 220.50</i>
Total	\$ 703.50

Site Study	
Total	\$ -

Contractual - Other	
Varnum (IPUSA)	\$ 155.00
Varnum (IPUSA)	\$ 712.50
Varnum (Midlink)	\$ 522.00
<i>Varnum (LFI)</i>	<i>\$412.50</i>
Total	\$ 1,802.00

Communication - Internal	
Network Jan.-March	589.5
Network April-June	589.50
Network July-Sept.	595.19
Network Oct.-Dec.	
Total	\$ 1,774.19

Communication	
Total	\$ -

Travel	
Staff Q1 Travel Invoice	61.71
Total	\$ 61.71

Marketing	
Total	\$ -

Employee Training	
State of Economic Dev	\$ 99.00
Total	\$ 99.00

Miscellaneous	
Total	\$ -

Indirect Cost alloc.	\$ -
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Interest Expense	
Total	0.00

Total Expenses	\$ 84,528.96
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KCBRA Admin Account Balance \$569,821.84

Estimated KCBRA Fund amounts with Encumbrances & TIR Held for Reimbursements

Fund 243 General Fund \$6,682,553.07
 Fund 242 LBRF \$4,549,909.87

		MUNIS Actual	MUNIS Actual		
2023 MUNIS BRA TOTAL YEAR END					4,455,282.02
ESTIMATED TOTAL FUND BALANCE AS OF 10/17/24					\$6,773,085.47
2023 BRA Carry Forward Administrative Fund Balance					\$496,029.06
Administrative Fund Balance as of 10/14/24					\$569,821.84
BRA Fund 243 for 2023 (Formerly Fund 247)	Revenues	Expenses	Estimated Pending reimb.	REV-EXP	
County BRA (acct 24370300-)		84,528.96		-84,528.96	MUNIS Actual, Admin Expense (D6)
Dividends	119,173.23			119,173.23	
Service Fees (application fee payments)	7,500.00				
3rd Party Reimbursements	31,648.51				
Midlink local TIR tax (acct 24370301-420.00)	401,497.18			401,497.18	
Midlink school TIR tax (acct 24370301-420.01)	446,170.56			446,171	
Midlink Admin chg					
General Mills local TIR (acct 24370304-420.00)	109,703.68	102,031.24		7,672	
General Mills school TIR (acct 24370304-420.01)				0	
General Mills Admin chg					
9008 Portage Road local TIR (acct 24370303-420.00)	4,411.79	4,159.00		253	
9008 Portage Road school TIR (acct 24370303-420.01)	3,247.64	2,834.64		413	
9008 Portage Road Admin Chg					
555 E. Eliza St. Local TIR (24370306-420.00)	9,688.14	9,717.00		-29	
555 E. Eliza St. School TIR (24370306-420.01)		283.00		-283	
555 E. Eliza St. Admin Chg					
232 LLC (24370307-420.00)	5,785.97	5,595.01		191	
232 LLC Admin. Chg					
Blackbird Billiards local TIR (24370308-420.00)	2,106.77	1,015.19		1,092	
Blackbird Billiards School TIR (24370308-420.01)	13.83	718.50		-704.67	
Blackbird Billiards Admin Chg					
Kalamazoo West Prof Ctr Local TIR (24370310-010)	4,765.48	4,608.20		157.28	
Kalamazoo West Admin. Chg					
Metal Mechanics Local TIR (24370311-420.00)	5,554.31	5,224.57		330	
Metal Mechanics School TIR (24370311-420.01)				0	
Metal Mechanics Admin. Chg					
Scanel/Project Spartan Local TIR (24370318-420.00)	103,887.48			103,887	
Scanel/Project Spartan School TIR (24370318-420.01)				0	
Scanel/Project Spartan Admin. Chg					
Schupan Local	31,749.47				
Schupan State	60,107.61				
Schupan Admin. Chg					
Stryker Local (24370313-420.00)	488,410.00	216,853.20		271,557	
Stryker School (24370313-420.01)	370,905.67	220,792.00		150,114	
Stryker Admin. Chg					
Stadium Park Way Local (24370314-420.00)	134,880.26			134,880	
Stadium Park Way School (24370314-420.01)				0	
Stadium Park Way Admin Chg					
383 S. Pitcher St Local TIR (24370315-420.00)	14,718.20	13,918.09		800	
383 S. Pitcher School TIR (24370315-420.01)	9,524.73	8,317.73		1,207	
383 S. Pitcher Admin Chg					
Vicksburg Mill (24370316)					
Vicksburg Mill Admin. Chg					
Delta Marriott (24370317) Local TIR	54,491.94				
Delta Marriott School TIR					
Delta Marriott Admin. Chg					
2 and 10 Mills St. (Environmental Work)					
Graphic Packaging Local TIR (24370319-420.00)	270,711.15			270,711	
Graphic Packaging School TIR (24370319-420.01)	166,589.56			166,590	
Graphic Packaging Admin Chg					
IPUSA Local TIR (24370320-420.00)	109,210.46				
IPUSA State TIR (24370320-420.01)	9,381.45				
IPUSA Admin. Charge					
KALSEE Credit Union Local TIR (24370321-420.00)	33,855.73	12,133.05			
KALSEE Credit Union State TIR (24370321-420.01)	12,341.49	11,499.46			
KALSEE Credit Union Admin. Charge					
615 W. Kalamazoo Ave. (Environmental work)	12,619.63				
619 Porter St. (Environmental work)					correction from 8/22/24
BRA ACTUAL TOTAL 2024 AS OF 10/11/2024	3,022,032.29	704,228.84	-	2,317,803	2,317,803 6,773,085

2020-24 Pending remaining of approved Work Orders & Other Expenses				
General Fund				
WO#17 - Gen Env. Consulting, Ammend. #1			85	unused in 2017
WO#2018-1 - General Env. Consulting			20	unused in 2018
WO#19 - Checker Motors MDEQ SSA grant application			\$1179 + \$58 application	
WO# 2018-2 ET Annual Report Assistance			25	unused in 2018
WO# 2018-3 Website Assistance -Envirologic			42.5	unused in 2018
Web Hosting (annual expense)	300			
WO# 2019-1 General Environmental Consulting			1,516.25	unused in 2019
WO# 2019-3 General Env. Review 2018 Annual report			447.50	unused in 2019
WO# 2020-1 General Environmental Review ET			7,273.75	unused in 2020
WO#2021-1 General Env. + Admin. Envirologic			16,393.75	unused in 2021
WO#2022-1 General Environmental + admin			11,722.50	unused in 2022
WO#2023-1 General Environmental + Admin			6,780.44	unused in 2023
WO #2024-1 General Environmental + Admin		8,059.25	Remaining amount in W.O.	
Fund 243 (247) Work Order TOTAL		8,359.25		6,765,026
Local Brownfield Revolving Fund 242		Revenues	Expenses	
Dividends Summary for 2024		115,291	Michigan CLASS \$4.6M	
440 LLC - Funding Request			0.00	Remaining amount in W.O.
WO#2021-2 3800 Wynn Rd General Env.			6,832.02	Remaining amount in W.O.
WO#2023-2 YWCA VMI system (GRA)			19,743.28	Remaining amount in W.O.
WO#2023-3 436 W. Willard Street (LRA)			0.00	Remaining amount in W.O.
530 S. Rose Street Project (GRA)			86,896.74	
555 Eliza Street/ Lee Street Expansion (LRA)			394,500.00	
Fund 242 (643) Work Order Total		507,972.04		
<i>total work orders & other expenses from both accounts</i>			516,331.29	

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

Delta Marriott Invoices (estimated) 82,473.15

IPUSA (TBD)

100 Island Ave., LLC (TBD)

ESTIMATED Total Remaining (w/remaining encumbrances TBD) 6,682,553.07

2024 Q3 Year to Date Report

Expenditures

Expenses - 243 accounts	2024	2024 YTD	2023 Budget
Postage	100.00	52.15	100.00
Copy Charges	200.00	30.16	100.00
Contractual Services	20,000.00	11,237.25	15,000.00
Contractual Operations	10,000.00	703.50	11,000.00
Site Study	15,000.00	0.00	10,000.00
Contractual Other (legal)	12,000.00	1,802.00	9,000.00
Communication Expense	1,000.00	0.00	1,300.00
Internal Communication	2,700.00	1,774.19	2,400.00
Travel	1,000.00	61.71	1,000.00
Marketing program	1,500.00	0.00	1,000.00
Employee Training	1,500.00	99.00	2,000.00
Miscellaneous	1,500.00	0.00	500.00
Indirect Costs	15,000.00	0.00	9,400.00
Office Supply	500.00	0.00	200.00
Salary Director (RG)	6,000.00	1,490.94	5,000.00
Salaries Other (MW)	73,000.00	46,632.92	62,000.00
Fringe Benefits	35,000.00	20,645.14	25,000.00
Salaries Other (RC)	4,000.00		
Total	200,000.00	84,528.96	155,000.00

Revenues

Revenues - 242	2024 Actual	2023 Budget
Previous Fund 2023 Admin Tfr	496,029.06	
Dividends	119,173.23	
Service Fees	7,500.00	10,000.00
TIR Collection	Est. ADMIN	Prop. ADMIN
100 Island LLC	0.00	1,000.00
232 LLC	500.00	500.00
381/383 Pitcher	1,500.00	1,000.00
9008 Portage Rd	1,000.00	1,000.00
Blackbird	500.00	500.00
Eliza Street	10,000.00	500.00
General Mills	12,000.00	6,000.00
Graphic Packaging	23,000.00	5,000.00
Holiday Lanes (Delta Conf. Ctr)	3,000.00	2,500.00
IPUSA	15,000.00	0.00
Kalamazoo West	500.00	500.00
KALSEE	1,500.00	0.00
Kartar #6	0.00	0.00
Metal Mechanics	500.00	500.00
Midlink	37,000.00	25,000.00
Parchment Mill/City BRA	0.00	4,500.00
Scannell/FedEx	30,000.00	25,000.00
Stadium Park Way	7,000.00	4,000.00
Stryker	57,000.00	65,000.00
Vicksburg Mill	0.00	0.00
Subtotal Admin	200,000.00	142,500.00
	822,702.29	152,500.00

Midlink Expenses	2024 Proposed	2024 YTD
Local TIR Payments	313,200.00	0.00
School TIR Payments	65,800.00	0.00
Transfer into LBRF	0.00	0.00
Administrative	0.00	0.00
Total	379,000.00	0.00

Midlink Revenues	2024 Proposed	2024 YTD
Local TIR	395,000.00	401,497.18
School TIR	0.00	446,170.56
Total	395,000.00	847,667.74

KALSEE Expenses	2024 Proposed	2024 YTD
Local TIR Payments	0.00	12,133.05
School TIR Payments	0.00	11,499.46
Administrative	0.00	0.00
Total	0.00	23,632.51

KALSEE Revenues	2024 Proposed	2024 YTD
Local TIR	0.00	33,855.73
School TIR	0.00	12,341.49
Total	0.00	46,197.22

9008 Portage Rd Expenses	2024 Proposed	2024 YTD
Local TIR Payments	1,800.00	4,159.00
School TIR Payments	200.00	2,834.64
Administrative	1,500.00	
Total	3,500.00	6,993.64

9008 Portage Rd. Revenues	2024 Proposed	2024 YTD
Local TIR	1,000.00	4,411.79
School TIR	1,000.00	3,247.64
3rd Party Reimbursement		13,475.38
Total	2,000.00	21,134.81

General Mills Expenses	2024 Proposed	2024 YTD
Local TIR Payments to dev.	79,000.00	102,031.24
School TIR Payments	50,000.00	0.00
Administrative	1,000.00	0.00
transfer into LBRF	0.00	
Total	130,000.00	102,031.24

General Mills Revenue	2024 Proposed	2024 YTD
Local TIR	85,000.00	109,703.68
School TIR	50,000.00	0.00
Total	135,000.00	109,703.68

555 E. Eliza Street Expenses	2024 Proposed	2024 YTD
Local TIR Payments	200.00	9,717.00
School TIR Payments	100.00	283.00
Administrative	10,000.00	0.00
Total	10,100.00	10,000.00

555 E. Eliza Street Revenues	2024 Proposed	2024 YTD
Local TIR	500.00	9,688.14
School TIR	100.00	0.00
Total	600.00	9,688.14

232 LLC Expenses	2024 Proposed	2024 YTD
TIR Payments	2,000.00	5,595.01
Administrative	12,000.00	0.00
Total	14,000.00	5,595.01

232 LLC Revenues	2024 Proposed	2024 YTD
Local TIR	3,000.00	5,785.97
Total	3,000.00	5,785.97

Blackbird Billiards Expenses	2024 Proposed	2024 YTD
TIR Payments	500.00	1,015.19
School TIR Payments	100.00	718.50
Administrative	23,000.00	0.00
Total	23,600.00	1,733.69

Kalamazoo West Expenses	2024 Proposed	2024 YTD
Local TIR Payments	4,000.00	4,608.20
Administrative	15,000.00	0.00
Total	19,000.00	4,608.20

Metal Mechanics Expenses	2024 Proposed	2024 YTD
Local TIR Payments	4,000.00	5,224.57
School TIR Payments to dev.	5,000.00	0.00
Administrative	500.00	0.00
Total	9,500.00	5,224.57

Stryker Expenses	2024 Proposed	2024 YTD
Local TIR Payments to Dev.	750,000.00	216,853.20
School TIR Payments to dev.	535,000.00	220,792.00
TIR to State BF fund	150,000.00	0.00
Administrative	37,000.00	0.00
Total	1,472,000.00	437,645.20

Stadium Park Way Expenses	2024 Proposed	2024 YTD
Local TIR Payments to Dev.	48,000.00	0.00
School TIR Payments	66,500.00	0.00
LBRF	12,500.00	0.00
Administrative	500.00	0.00
Total	127,500.00	0.00

381/383 S. Pitcher Expenses	2024 Proposed	2024 YTD
Local TIR Payments to Dev.	16,500.00	13,918.09
School TIR Payments	11,500.00	8,317.73
Administrative	0.00	0.00
Total	28,000.00	22,235.82

Delta Marriott Holiday Lanes	2024 Proposed	2024 YTD
Local TIR Payments to Dev.	19,700.00	0.00
School TIR Payments	22,500.00	0.00
Sch. TIR to State BF fund	3,300.00	0.00
Administrative	0.00	0.00
Total	45,500.00	0.00

Vicksburg Mill	2024 Proposed	2024 YTD
Contractual Other (Legal)	0.00	0.00
Total	0.00	0.00

Scannell/FedEx	2024 Proposed	2024 YTD
Local TIR Payments to Dev.	327,000.00	0.00
School TIR Payments	0.00	0.00
Administrative	30,000.00	0.00
Total	357,000.00	0.00

Graphic Packaging Expense	2024 Proposed	2024 YTD
Local TIR Payments to dev.	120,000.00	0.00
School TIR Payments	120,000.00	0.00
Administrative	500.00	0.00
Total	240,500.00	0.00

Blackbird Billiards Revenues	2024 Proposed	2024 YTD
Local TIR	500.00	2,106.77
School TIR	500.00	13.83
Total	1,000.00	2,120.60

Kalamazoo West Revenues	2024 Proposed	2024 YTD
Local TIR	5,000.00	4,765.48
Total	5,000.00	4,765.48

Metal Mechanics Revenues	2024 Proposed	2024 YTD
Local TIR	5,000.00	5,554.31
School TIR	6,000.00	0.00
Total	11,000.00	5,554.31

Stryker Revenues	2024 Proposed	2024 YTD
Local TIR	800,000.00	488,410.00
School TIR	700,000.00	370,905.67
Total	1,500,000.00	859,315.67

Stadium Park Way Revenues	2024 Proposed	2024 YTD
Local TIR	55,000.00	134,880.26
School TIR	76,000.00	0.00
Total	131,000.00	134,880.26

381/383 S. Pitcher Revenues	2024 Proposed	2024 YTD
Local TIR	17,000.00	14,718.20
School TIR	12,000.00	9,524.73
Total	29,000.00	24,242.93

Delta Marriott/Holiday Lanes	2024 Proposed	2024 YTD
Local TIR	22,000.00	54,491.94
School TIR	26,000.00	0.00
Total	48,000.00	54,491.94

Vicksburg Mill	2024 Proposed	2024 YTD
Local TIR	0.00	0.00
School TIR	0.00	0.00
3rd Party Reimbursements	0.00	0.00
Total	0.00	0.00

Scannell/FedEx	2024 Proposed	2024 YTD
Local TIR	352,000.00	103,887.48
School TIR	0.00	0.00
Total	352,000.00	103,887.48

Graphic Packaging Revenue	2024 Proposed	2024 YTD
Local TIR	125,000.00	270,711.15
State TIR	120,000.00	166,589.56
Total	245,000.00	437,300.71

IPUSA	2024 Proposed	2024 YTD
Local TIR Payments	0.00	0.00
School TIR Payments	0.00	0.00
Administrative	0.00	0.00
LBRF	0.00	0.00
Total	0.00	0.00

Schupan	2024 Proposed	2024 YTD
Local TIR Payments to Dev.	0.00	0.00
School TIR Payments	0.00	0.00
Administrative	0.00	0.00
Total	0.00	0.00

100 Island Ave	2024 Proposed	2024 YTD
Administrative	3,000.00	0.00
Plan Related Expenses	0.00	0.00
Total	3,000.00	0.00

615 W. Kalamazoo Ave	2024 Proposed	2024 YTD
Administrative	0.00	0.00
Plan Related Expenses	0.00	0.00
Total	0.00	0.00

Vicksburg Mill	2024 Proposed	2024 YTD
Administrative	0.00	0.00
Total	0.00	0.00

AJZ Sprinkle Expenses	2024 Proposed	2024 YTD
Local TIR Payments to Dev.	0.00	0.00
School TIR Payments to dev.	0.00	0.00
TIR to State BF fund -N/A	0.00	0.00
Administrative	0.00	0.00
Total	0.00	0.00

Packment Mill/ City BRA	2024 Proposed	2024 YTD
Administrative	4,500.00	0.00
Total	4,500.00	0.00

EGLE Loan Expenditures	2024 Proposed	2024 YTD
Salaries, other	0.00	134.96
Salaries, Director	0.00	106.20
Fringe	0.00	204.78
Contractual Services	0.00	322,258.51
Reserve for Future Use	0.00	0.00
Admin Expenses	0.00	0.00
Interest Expense	0.00	0.00
Total	0.00	322,704.45

EPA Grant Expenditures	2024 Proposed	2024 YTD
Contractual	97,000.00	21,617.94
Travel	2,000.00	75.00
Salaries	600.00	
Fringe	200.00	
Supplies	500.00	
Total	100,300.00	21,692.94

	2024 Proposed	2024 YTD
GRAND TOTAL - 243 Expenses	3,167,000.00	1,048,626.23

LBRF - Fund 643 Expenses

LBRF Account Expenses	2024 Proposed	2024 YTD
Carry forward Work Order	180,000.00	
Contractual Other	50,000.00	114,256.66
Total	230,000.00	114,256.66

IPUSA	2024 Proposed	2024 YTD
Local TIR	0.00	109,210.46
School TIR	0.00	9,381.45
Total	0.00	118,591.91

Schupan	2024 Proposed	2024 YTD
Local TIR	0.00	31,749.47
School TIR	0.00	60,107.61
Total	0.00	91,857.08

100 Island Ave	2024 Proposed	2024 YTD
3rd Party Reimbursement	0.00	5,553.50
	0.00	0.00
Total	0.00	5,553.50

615 W. Kalamazoo Ave	2024 Proposed	2024 YTD
3rd Party Reimbursement	0.00	12,619.63
	0.00	0.00
Total	0.00	12,619.63

Vicksburg Mill	2024 Proposed	2024 YTD
Local TIR	0.00	0.00
School TIR	0.00	0.00
Total	0.00	0.00

AJZ Sprinkle Revenues	2024 Proposed	2024 YTD
Local TIR		0.00
School TIR		0.00
Total	0.00	0.00

Parchment Mill/ City BRA	2024 Proposed	2024 YTD
Local TIR	0.00	0.00
School TIR	0.00	0.00
Total	0.00	0.00

EGLE Loan Revenues	2024 Proposed	2024 YTD
Interest on Investments	0.00	26,611.72
Total	0.00	26,611.72

EPA Grant Revenues	2024 Proposed	2024 YTD
Fed Grant Rev	99,500.00	93,883.81
Total	99,500.00	93,883.81

	2024 Proposed	2024 YTD
GRAND TOTAL - 242 Revenues	3,779,802.29	3,142,527.82

LBRF - Fund 643 Revenues

LBRF Account Revenues	2024 Proposed	2024 YTD
Dividends	0.00	115,290.97
Stadium Parkway	100,000.00	0.00
Stryker	130,000.00	245,614.16
9008 Portage Road	0.00	2,834.64
KALSEE	0.00	2,036.46
Total	230,000.00	365,776.23

Local Brownfield Revolving Fund - Fund 242 (Previously Fund 643)	Revenues	Expenditures	REV-EXP	
LBRF From 2014	7,416.84		7,416.84	
Transferred from Brown 7/6/2015	5,659.48		5,659.48	
Transferred from Brown 12/31/2015	5,299.28		5,299.28	
Transferred from Brown 8/2/2016	6,479.70		6,479.70	
Transfer from Brown 12/15/16	6,314.00		6,314.00	
Transfer from Brown 7/27/17	6,984.90		6,984.90	
Transfer from Brown 1/18/18	6,478.34		6,478.34	
Transfer from Brown approved 5/24/18 - actual 8/16/18	8,607.43		8,607.43	
Transfer from Corner @ Drake Actual 8/16/18	29,537.26		29,537.26	
Transfer Corner @ Drake remaining 2018 8/2/19	32,737.66		32,737.66	
Transfer Corner @ Drake (- reimb MTT Costco) 8/2/19	158,072.02		158,072.02	
Transfer from Brown 8/2/19	11,262.63		11,262.63	
Transfer from Metal Mechanics 10/14/19	2,309.82		2,309.82	
Transfer from Metal Mechanics School 4/16/20	677.85		677.85	
Transfer from Corner @ Drake 7/15/20	211,427.30		211,427.30	
Envirologic WO#31 E. Frank and N. Pitcher St 11/23/20		2,966.13	-2,966.13	
Envirologic WO#2020-3 315 Frank St. Phase IIESA 12/1/20		4,516.58	-4,516.58	
Envirologic WO#2020-3 315 Frank St. Phase IIESA 12/31/20		7,901.92	-7,901.92	
Envirologic WO#2020-3 315 Frank St. Phase IIESA 1/28/21		235.00	-235.00	
Transfer from Corner @ Drake 7/22/21	243,109.06		243,109.06	
Transfer from 2747 S. 11th Street - Delta Marriott 9/27/21	2,100.00		2,100.00	
Transfer from Metal Mechanics 9/27/21	632.18		632.18	
Transfer from RAI Jets 10/28/21	11,148.99		11,148.99	
Envirologic WO#2021-2 3800 Wynn Road Phase II ESA		11,504.87	-11,504.87	
Envirologic WO#2021-2 3800 Wynn Road Phase II ESA		308.51	-308.51	
Envirologic WO#2021-2 3800 Wynn Road Phase II ESA		1,102.50	-1,102.50	
Envirologic WO#2021-2 3800 Wynn Road Phase II ESA		897.00	-897.00	
Envirologic WO#2021-2 3800 Wynn Road Phase II ESA		130.00	-130.00	
Transfer from Midlink 2/24/22	394,228.36		394,228.36	
Transfer from General Mills 2/24/22	310,467.33		310,467.33	
Transfer from RAI Jets 4/29/22	13,871.91		13,871.91	
Transfer from Corner @ Drake 4/29/22	217,535.53		217,535.53	
Transfer from Metal Mechanics 6/23/22	2,332.92		2,332.92	
Envirologic WO#2021-2 3800 Wynn Road BEA Due Care		225.00	-225.00	
Transfer from Scannell 9/22/22	9,245.50		9,245.50	
Transfer from General Mills 11/17/22	48,943.82		48,943.82	
440 NC, LLC invoice packet 5/25/23		15,000.00	-15,000.00	
Transfer from 9008 Portage Road 8/24/23	458.41			
Transfer from RAI Jets pending 8/24/23	9,033.35			
Transfer from Stadium Park Way 8/24/23	57,124.21			
Transfer from Stryker (2 payments) 10/26/23	2,254,385.84			
Transfer from Midlink Business Park 10/26/23	776,830.38			
Fishbeck WO#2023-3 436 W. Willard Street 2/22/24		13,707.93		
Fishbeck WO#2023-2 YWCA 3/13/2024		87,897.02		
Fishbeck WO #2023-2 YWCA 4/10/2024		1,384.65		
Fishbeck WO# 2023-3 436 W. Willard Street 4/10/2024		10,292.01		
Dividends from Michigan CLASS investment \$4.6 M 4/30/24	10,865.65			
Dividends from Michigan CLASS investment \$4.6 M 5/31/24	21,086.11			
Dividends from Michigan CLASS investment \$4.6 M 6/30/24	20,503.72			
Fishbeck WO #2023-2 YWCA 7/9/2024		537.50		
Dividends from Michigan CLASS investment \$4.6 M 7/31/24	21,345.92			
Transfer from KALSEE Credit Union 8/22/24	2,036.46			
Transfer from Stryker 8/22/24	245,614.16			
Dividends from Michigan CLASS investment \$4.6 M 8/31/24	21,303.34			
Transfer from 9008 Portage Road 9/26/23	2,834.64			
<i>Dividends from Michigan CLASS investment \$4.6 M 9/30/24</i>	<i>20,186.23</i>			
<i>Fishbeck WO #2023-2 YWCA 10/10/2024</i>		<i>437.55</i>		
Subtotals	5,216,488.53	158,606.62	5,057,881.91	
Fund 242 TOTAL to date \$ 5,057,881.91				
Estimated amount less encumbrances		4,549,472.32	<i>See Expense Detail 2024 for outstanding workorders</i>	
Total Dividend Deposits for 2024 Year to Date		115,290.97		

	U.S. ENVIRONMENTAL PROTECTION AGENCY Assistance Amendment	GRANT NUMBER (FAIN): 00E03048 MODIFICATION NUMBER: 1 PROGRAM CODE: BF	DATE OF AWARD 10/01/2024
		TYPE OF ACTION No Cost Amendment	MAILING DATE 10/01/2024
		PAYMENT METHOD: ASAP	ACH# 50194
		RECIPIENT TYPE: County	
RECIPIENT: KALAMAZOO COUNTY BOARD-COMMS 201 W. KALAMAZOO AVENUE KALAMAZOO, MI 49007-3726 EIN: 38-6004860		PAYEE: KALAMAZOO COUNTY BOARD-COMMS 201 W. KALAMAZOO AVENUE KALAMAZOO, MI 49007-3726	
PROJECT MANAGER Rachael Grover 201 W. Kalamazoo Ave KALAMAZOO, MI 49007-3726 Email: ragrov@kalcounty.com Phone: 269-384-8305		EPA PROJECT OFFICER Matthew Didier 77 West Jackson Blvd., L-17J Chicago, IL 60604-3507 Email: didier.matthew@epa.gov Phone: 312-353-2112	
EPA GRANT SPECIALIST Kimberly Houston-Williams Assistance Section, MA-10J 77 West Jackson Blvd. Chicago, IL 60604-3507 Email: Houston-Williams.Kimberly@epa.gov Phone: 312-353-7928			
PROJECT TITLE AND EXPLANATION OF CHANGES Kalamazoo County, Michigan, Brownfield Redevelopment Authority Assessment Grant Program This agreement will provide funding for Kalamazoo County, Michigan to inventory, characterize, assess, and conduct cleanup planning and community involvement related activities for brownfield sites in Kalamazoo County, Michigan. Kalamazoo County, Michigan will conduct Phase I and Phase II investigations and Brownfield Environmental Assessments in the various target areas. Brownfields are real property, the expansion, development or reuse of which may be complicated by the presence or potential presence of a hazardous substance, pollutant, or contaminant. This time extension amendment extends the budget and project periods to September 30, 2025.. The grantee experienced delays due to factors beyond the recipients control, including difficulty obtaining access to some sites. The extension will allow the Kalamazoo County Government to complete grant funded tasks that are in progress. The workplan activities remain in accordance with CERCLA: Secs. 104(k)(2) & 104(k)(5)(e) guidelines.			
BUDGET PERIOD 10/01/2021 - 09/30/2025	PROJECT PERIOD 10/01/2021 - 09/30/2025	TOTAL BUDGET PERIOD COST \$ 300,000.00	TOTAL PROJECT PERIOD COST \$ 300,000.00
NOTICE OF AWARD Based on your Application dated 09/05/2024 including all modifications and amendments, the United States acting by and through the US Environmental Protection Agency (EPA) hereby awards \$ 0.00. EPA agrees to cost-share 100.00% of all approved budget period costs incurred, up to and not exceeding total federal funding of \$ 300,000.00. Recipient's signature is not required on this agreement. The recipient demonstrates its commitment to carry out this award by either: 1) drawing down funds within 21 days after the EPA award or amendment mailing date; or 2) not filing a notice of disagreement with the award terms and conditions within 21 days after the EPA award or amendment mailing date. If the recipient disagrees with the terms and conditions specified in this award, the authorized representative of the recipient must furnish a notice of disagreement to the EPA Award Official within 21 days after the EPA award or amendment mailing date. In case of disagreement, and until the disagreement is resolved, the recipient should not draw down on the funds provided by this award/amendment, and any costs incurred by the recipient are at its own risk. This agreement is subject to applicable EPA regulatory and statutory provisions, all terms and conditions of this agreement and any attachments.			
ISSUING OFFICE (GRANTS MANAGEMENT OFFICE)		AWARD APPROVAL OFFICE	
ORGANIZATION / ADDRESS U.S. EPA, Region 5, U.S. EPA Region 5 Mail Code MCG10J 77 West Jackson Blvd. Chicago, IL 60604-3507		ORGANIZATION / ADDRESS U.S. EPA, Region 5, Land Chemicals and Redevelopment Division R5 - Region 5 77 West Jackson Blvd., L-17J Chicago, IL 60604-3507	
THE UNITED STATES OF AMERICA BY THE U.S. ENVIRONMENTAL PROTECTION AGENCY			
Digital signature applied by EPA Award Official Karen Sykes - Supervisor, Grants Management Officer			DATE 10/01/2024

EPA Funding Information

FUNDS	FORMER AWARD	THIS ACTION	AMENDED TOTAL
EPA Amount This Action	\$ 300,000	\$ 0	\$ 300,000
EPA In-Kind Amount	\$ 0	\$ 0	\$ 0
Unexpended Prior Year Balance	\$ 0	\$ 0	\$ 0
Other Federal Funds	\$ 0	\$ 0	\$ 0
Recipient Contribution	\$ 0	\$ 0	\$ 0
State Contribution	\$ 0	\$ 0	\$ 0
Local Contribution	\$ 0	\$ 0	\$ 0
Other Contribution	\$ 0	\$ 0	\$ 0
Allowable Project Cost	\$ 300,000	\$ 0	\$ 300,000

Assistance Program (CFDA)	Statutory Authority	Regulatory Authority
66.818 - Brownfields Multipurpose, Assessment, Revolving Loan Fund, and Cleanup Cooperative Agreements	CERCLA: Secs. 104(k)(2) & 104(k)(5)(E)	2 CFR 200, 2 CFR 1500 and 40 CFR 33

Budget Summary Page

Table A - Object Class Category (Non-Construction)	Total Approved Allowable Budget Period Cost
1. Personnel	\$ 1,200
2. Fringe Benefits	\$ 0
3. Travel	\$ 6,000
4. Equipment	\$ 0
5. Supplies	\$ 1,500
6. Contractual	\$ 291,300
7. Construction	\$ 0
8. Other	\$ 0
9. Total Direct Charges	\$ 300,000
10. Indirect Costs: 0.00 % Base N/A	\$ 0
11. Total (Share: Recipient <u>0.00</u> % Federal <u>100.00</u> %)	\$ 300,000
12. Total Approved Assistance Amount	\$ 300,000
13. Program Income	\$ 0
14. Total EPA Amount Awarded This Action	\$ 0
15. Total EPA Amount Awarded To Date	\$ 300,000

Administrative Conditions

THE FOLLOWING TERM AND CONDITION(S) ARE UPDATED:

General Terms and Conditions

The recipient agrees to comply with the current EPA general terms and conditions available at: <https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2023-or-later>

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

·Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and *[Kimberly Houston houston-williams.kimberly@epa.gov](mailto:kimberly.houston-williams@epa.gov)*

·MBE/WBE reports (EPA Form 5700-52A): *region5closeouts@epa.gov and sykes.karen@epa.gov*

·All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: *didier.matthew@epa.gov and houston-williams.kimberly@epa.gov*

·Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: *[Matthew Didier didier.matthew@epa.gov](mailto:matthew.didier@epa.gov)*

ALL OTHER ADMINISTRATIVE TERMS AND CONDITIONS REMAIN UNCHANGED.

Programmatic Conditions

ALL PROGRAMMATIC TERM AND CONDITIONS REMAIN THE SAME.