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**KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**


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**MEETING DATE:** Thursday, December 21, 2023  
**PLACE OF MEETING:** 201 W. Kalamazoo Ave. Kalamazoo, MI 49007 Room 207-A  
**TIME:** 3:00 pm

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**AGENDA**

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Please click the link below to join the webinar:

<https://us02web.zoom.us/j/83639973400>

Webinar ID: 836 3997 3400

1. Call to Order: 3:00
  2. Roll Call and Members Excused
  3. Approval of the Agenda
  4. Approval of Minutes: BRA Minutes of **November 16, 2023**
  5. Public Comments (4 minutes each)
  6. Consent Agenda
    - a. **From General 243 Fund**
      - i. **\$403.00** – Varnum Invoice 1320976 (IPUSA)
      - ii. **\$585.00** – Fishbeck Invoice 431430 (W.O. 2023-1 Gen. Env.)
    - b. **Project Business**
      - i. **\$975.00** - FY23Q4 Loan Paper City Reimbursement (approved by EGLE 12/14/23)
    - c. **EPA Grant**
      - i. **\$2,903.27** – Fishbeck Invoice 431432 (W.O.#13 YWCA)
      - ii. **\$14,104.00** – Fishbeck Invoice 431431 (W.O.#16 702 W. MI)
      - iii. **\$1,551.79** – Fishbeck Invoice 431438 (W.O.#15 UEI)
      - iv. **\$4,002.89** – Fishbeck Invoice 431439 (W.O.#12 Legacy Senior Living)
      - v. **\$549.45** – Fishbeck Invoice 431026 (W.O.#9 Eliza Street)
      - vi. **\$71.73** – Fishbeck Invoice 431433 (W.O.#10 Midlink)
      - vii. **\$191.00** – Fishbeck Invoice 431435 (W.O.#11 Redman Ventures)
      - viii. **\$209.58** – Fishbeck Invoice 431429 (W.O.#2 Outreach & Programmatic)
  7. Discussion and/or Action Calendar
    - a. **Action:** 436 Willard Street, Kalamazoo, MI
      - i. Project Applications Part I & Part II
      - ii. Fishbeck Work Order 2023-3 436 Willard St. Vapor Mitigation System Design
    - b. **Action:** 530 S. Rose Street, Kalamazoo, MI
      - i. Updated Project Application Part II
-

- c. **Action:** YWCA Grant Repayment Agreement
  - d. **Action:** The Mill at Vicksburg Development & Reimbursement Agreement
  - e. **Discussion:** Fishbeck
    - i. General Environmental Memo & Cost Billing Summary
    - ii. EPA Grant Memo & Cost Billing Summary
  - f. **Action:** 2024 Regular Meeting Calendar
  - g. **Discussion/Action:** 2024 Committee Meeting Calendar
  - h. **Action:** Internal Communications Expense FY 2024 Payment Authorization
    - i. Approval All quarter for Fiscal Year 2024 (Estimated \$2,358.00 total)
  - i. **Action:** 2022 Tax Increment Revenue, Return to Taxing Jurisdictions
    - i. \$1,018,906.22 Stryker State (\$412,452.81 SET & \$606,453.41 School Op)
    - ii. \$3,966.47 RAI Jets Capture Complete (\$955.89 Local & \$3,010.58 State)
8. Financial Reports
- a. **Discussion:** Fund 243 Report and Fund 242 Summary
9. Staff Report/Updates
- a. KCBRA Annual Report
  - b. Pending Midlink Development Agreement Amendment #3 w/ Schupan
  - c. Pending IPUSA Reassignment of Development Agreement
  - d. EGLE PFAS Summit
10. Committees - times dates and places
- a. Land Bank Report – next meeting, Thursday, January 11<sup>th</sup>, 2023, at 8:30 a.m.
  - b. Committee of the Whole – next meeting, Thursday January 11<sup>th</sup>, 2024, at 3:00 p.m.
11. Other
12. Board Member Comments
13. Adjournment

***Next Meeting: Thursday, January 25th, 2024, at 3:00 p.m.***

***Room 207a, County Admin Bldg - Or alternatively, held electronically or via teleconference. Please see the KCBRA website at [www.kalcountybrowfield.com](http://www.kalcountybrowfield.com) for electronic meeting notice and instructions***

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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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**KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**


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**MEETING DATE:** Thursday, November 16, 2023  
**PLACE OF MEETING:** 201 W. Kalamazoo Ave. Kalamazoo, MI 49007 Room 207-A  
**TIME:** 3:00 pm

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**DRAFT - MINUTES**

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**Present:** Gary Barton, Christopher Carew, Connie Ferguson, Jodi Milks, Kenneth Peregon, and Andrew Wenzel

**Members Excused:** Jared Lutz, Monteze Morales, and David (Wei) Wang

**Vacancies:** none

**Kalamazoo Township:** Sherine Miller

**Oshtemo Township:** none

**Staff:** Rachael Grover, Macy Rose Walters

**Consultant:** Therese Searles, Fishbeck

**Recording Secretary:** Macy Rose Walters

**County Commissioners:** none

**County Admin:** none

**Community:** 6

1. Call to Order: **Chair Peregon called the meeting to order at 3:08 p.m.**
2. Roll Call and Members Excused: **Jared Lutz, Monteze Morales, and David (Wei) Wang were excused. Director Milks arrived at 3:10 p.m.**
3. Approval of the Agenda: **Director Ferguson moved to approve item 3, Director Barton seconded. None opposed, motion carried.**
4. Approval of Minutes: BRA Minutes of **September 28, 2023**

Director Ferguson noted a correction to the description of item 1, Director Peregon should read as Chair Peregon. Staff noted a correction to the Consent Agenda, by County Finance to items 7ci and 7cii, the amounts should be \$1,663.04 for 7ci and \$1,207.31 for 7cii.

**Director Carew moved to approve item 4, as amended, Director Milks seconded. None opposed, motion carried.**

5. Public Comments (4 minutes each) **None**
  6. Disclosure of Interest **Director Carew and Director Wenzel to abstain from item 8d. Director Milks to abstain from item 8b.**
  7. Consent Agenda – Invoices
    - a. **From General 243 Fund**
      - i. **\$93.00** – Varnum Invoice 1318557 (IPUSA)
-



- ii. **\$680.00** – Varnum Invoice 1318466 (Contractual Other)
- iii. **\$652.00** – Fishbeck Invoice 429750 (W.O. 2023-1)
- iv. **\$43.34** – Go Daddy Invoice 2785953678 (Website Domain Renewal)
- v. **\$300.00** – W.P. Engine Invoice 6113575 (Website Platform Renewal)

b. **EPA Grant**

- i. **\$1,487.00** – Fishbeck Invoice 430075 (W.O. #9 555 Eliza Street)
- ii. **\$375.49** – Fishbeck Invoice 429753 (W.O. #10 Midlink)
- iii. **\$10,523.93** - Fishbeck Invoice 429757 (W.O.#8 Comstock)
- iv. **\$2,693.54** – Fishbeck Invoice 429752 (W.O.#13 YWCA)
- v. **\$69.55** – Fishbeck Invoice 429756 (W.O.#11 Redman Ventures)
- vi. **\$4,648.57** – Fishbeck Invoice 429759 (W.O.#12 Legacy Senior Living)
- vii. **\$709.55** – Fishbeck Invoice 429751 (W.O.#16 702 W. Michigan)
- viii. **\$337.40** – Fishbeck Invoice 429758 (W.O.#15 UEI)
- ix. **\$71.63** – Fishbeck Invoice 429755 (W.O.#4 NACD Church & Frank)

**Director Carew motioned to approve item 7, the Consent Agenda, Director Ferguson seconded. None opposed, motion carried.**

8. Discussion and/or Action Calendar

a. **Action:** 530 Rose Street Part I & Part II Project Applications

Discussion ensued and the Board requested an updated application and follow up questions be submitted to the Developer.

**Director Wenzel moved to table discussion of item 8a until the next Regular Meeting, authorizing Staff to begin working on a draft Grant Repayment Agreement. Director Carew seconded, none opposed, motion carried.**

b. **Action:** 200 Lee Street Project Application Part II (Eliza Street Expansion)

Discussion ensued regarding the specifics of item 8ai on the October 26, 2023, Regular Meeting Agenda in relation to this item.

**Director Wenzel motioned to approve item 8b, authorizing Staff to draft a Loan Repayment Agreement consistent with the terms outlined in item 8ai on the October 26, 2023, Regular Meeting Agenda. Director Barton seconded, a Roll Call Vote was taken, the motion carried with 5 Yes, and Director Milks abstained.**

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c. **Action/Discussion: Fishbeck**

i. EPA Grant Work Order #2 Amendment #2 (Outreach & Programmatic)

1. \$1,024.11 Fishbeck Invoice #429749 (EPA W.O. #2)

**Director Ferguson moved to approve items 8ci and 8ci1, as presented, Director Milks seconded. A Roll Call Vote was taken, 6 Yes, none opposed, motion carried.**

ii. General Environmental Memo & Cost Billing Summary

iii. EPA Grant Memo & Cost Billing Summary

d. **Action:** General Environmental Contract Addendum #2

Discussion ensued regarding editing errors, the removal of asterisks near the signature lines and the deletion of “En” after the word Consultant in the first “WHEREAS”.

**Director Ferguson moved to approve item 8d as amended, Director Milks seconded. A Roll Call Vote was taken, 4 Yes, none opposed, and Director Carew and Director Wenzel abstained, motion carried.**

9. Financial Reports

a. **Discussion:** Fund 243 Report and Fund 242 Summary

**Staff presented financial reports.**

10. Staff Report/Updates

- a. Pending Midlink Development Agreement Amendment #3 w/ Schupan
- b. Pending YWCA Grant Repayment Agreement
- c. Pending IPUSA & KCLBA Reassignment Agreement
- d. Upcoming 436 Willard Street Project Applications (Clark Logic)

**Staff presented updates.**

11. Committees - times dates and places

- a. Land Bank Report – next meeting, Thursday, December 14<sup>th</sup>, 2023, at 8:30 a.m.
- b. Project/Finance Committee – Thursday, December 14<sup>th</sup>, 2023, 4:00 p.m.
- c. Executive Committee – Friday, December 15<sup>th</sup>, 2023, 9:15 a.m.

12. Other

13. Board Member Comments

14. Adjournment **Director Wenzel motioned to adjourn, Director Ferguson seconded, adjourned at 5:02 p.m.**

***Next Meeting: Thursday, December 21, 2023, at 3:00 p.m.***

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*Room 207a, County Admin Bldg - Or alternatively, held electronically or via teleconference. Please see the KCBRA website at [www.kalcountybrownfield.com](http://www.kalcountybrownfield.com) for electronic meeting notice and instructions*

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

DRAFT



# VARNUM



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 Brownfield Redevelopment Authority  
 Rachael Grover  
 Kalamazoo County Government  
 201 West Kalamazoo Avenue  
 Kalamazoo, MI 49007

RE: IPUSA PAVILION 1, LLC  
 Matter Number: 379640  
 Invoice Number: 1320976  
 Invoice Date: November 14, 2023

**LEGAL SERVICES RENDERED**

<u>Date</u>	<u>Hours</u>	<u>Description/Services Rendered By</u>	<u>Amount</u>
10/19/23	1.30	Revise Consent to Assignment between IPUSA and Land Bank. Elliott M. Berlin	403.00

TOTAL LEGAL SERVICES \$ 403.00

**TOTAL THIS INVOICE** \$ 403.00  
**Previous Balance as of 11/14/23** \$ 93.00

**TOTAL PAYMENT DUE** \$ 496.00

<u>Time Summary</u>	<u>Avg. Rate</u>	<u>Hours</u>	<u>Amount</u>
Elliott M. Berlin	310.00	1.30	\$403.00
<b>TOTALS</b>		1.30	\$403.00



**Payment Options**

Remit Wire/ACH payments to Acct: 100094457 ABA: 072413829  
 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 :** 431430  
**Invoice Date :** 12/7/2023  
**Project :** 230454  
**Project Name :** KCBRA/W.O. 2023-1 Gen Environmental Review  
**Bill Term :** BT1

**For Professional Services Rendered Through 11/30/2023**

	Fee	Available	Billings		
			To Date	Previous	Current
GR - General Review	14,000.00	3,013.19	11,571.81	10,986.81	585.00
<i>Rate Labor</i> 585.00					
CAS - Contractual Administrative Support	6,000.00	5,396.25	603.75	603.75	0.00
					<b>Current Billings</b> 585.00
					<b>Amount Due This Bill</b> 585.00

**Total Fee :** 20,000.00  
**To Date Billings :** 12,175.56  
**Total Remaining :** 7,824.44

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

**Invoice: 431430**

GR - General Review				
Rate Labor				
Class / Employee		Hours	Rate	Amount
<b>Senior Geologist</b>				
Therese Searles		2.00	105.0000	210.00
<b>Senior Hydrogeologist</b>				
Jeffrey Hawkins		2.50	150.0000	375.00
			<b>Total Rate Labor</b>	<b>585.00</b>
<b>Total Bill Task: GR - General Review</b>				<b>585.00</b>

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

**585.00**



**Phillips Environmental Consulting Services. Inc.**

201 North Michigan Avenue  
Vicksburg, MI 49097

# Invoice

DATE	INVOICE #
9/29/2023	2256

**BILL TO**

Paper City Development  
101 South Main Street  
Vicksburg, MI 49097

		PROJECT		
		1046A - Vicksburg Mill		
DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
7/25/2023	Monthly conference call with EGLE and County.	0.5	130.00	65.00
7/26/2023	Update Steve S. on conference call and walkover request.	0.25	130.00	32.50
8/14/2023	Monthly Status call with EGLE and County.	0.5	130.00	65.00
9/12/2023	Monthly Status call with EGLE and County.	0.5	130.00	65.00
9/20/2023	Learn of MLive article and review and send questions to client.	1.25	130.00	162.50
9/21/2023	Review revised article and comment. discuss giving state heads up as it is still not accurate. Call State and County upon approval.	2.5	130.00	325.00
Loan Task 2G - Due Care M&P		<b>Total</b>		<b>\$715.00</b>

Phone #
269-501-5079

<b>Balance Due</b>	<b>\$715.00</b>
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**Phillips Environmental  
Consulting Services. Inc.**

201 North Michigan Avenue  
Vicksburg, MI 49097

# Invoice

DATE	INVOICE #
9/29/2023	2257

**BILL TO**

Paper City Development  
101 South Main Street  
Vicksburg, MI 49097

		PROJECT		
		1046A - Vicksburg Mill		
DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
9/14/2023	Complete Waste Management Profile Renewal Form.	1.25	130.00	162.50
9/20/2023	Review Waste management Questions and Revise Renewal request to answer.	0.75	130.00	97.50
Loan Task 2C - Soil Management		<b>Total</b>		\$260.00

Phone #
269-501-5079

<b>Balance Due</b>	\$260.00
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**PARTIAL UNCONDITIONAL  
WAIVER OF LIEN**

LKJP Enterprises, Inc., dba Phillips Environmental Consulting Services, Inc. has provided environmental consulting services to Paper City Development, LLC totaling **\$1202.50 (Invoices 2256, 2257 and 2258)** for the improvement to **300/330 West Highway Street, Vicksburg, Michigan.** Having been fully paid and satisfied, I hereby waive my/our construction lien to the amount of **\$1202.50**, for labor/materials provided through September 30, 2023. This waiver, together with all previous waivers, if any, does cover all amounts due to me/us for contract improvement provided through the date shown above.

DATE: November 8, 2023

SIGNATURE: *Lisa K J Phillips*

PHONE: (269) 501-5079

COMPANY: LKJP Enterprises, Inc., dba Phillips Environmental Consulting Services, Inc.

ADDRESS: 201 North Michigan Avenue, Vicksburg, MI 49097

E-MAIL ADDRESS: lphillips@phillipsenv.com



**Payment Options**

Remit Wire/ACH payments to Acct: 100094457 ABA: 072413829  
 Remit checks to: 1515 Arboretum Drive, SE, Grand Rapids, Michigan 49546  
 Remittance Advice: accounts.receivable@fishbeck.com  
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**Attention:** Macy Walters  
**Kalamazoo County Brownfield Redevelopment Authority**  
**201 West Kalamazoo Avenue**  
**Kalamazoo, MI 49008**  
**United States**

**Invoice :** 431432  
**Invoice Date :** 12/7/2023  
**Project :** 231417  
**Project Name :** KCBRA/YWCA, 550 S. Riverview Dr.  
 City of Parchment  
**Bill Term :** BT1

**For Professional Services Rendered Through 11/30/2023**

**Contract :** MIDeal  
**Contract Name :** MIDeal Contracts

	Fee	Available	Billings		
			To Date	Previous	Current
HASP/SAP/PM - Eligibility / HASP /SAP /Project Management	882.23	0.00	882.23	882.23	0.00
PFE - PFE Testing	5,250.00	629.24	4,620.76	4,620.76	0.00
VMS Design - VMS Design	15,000.00	11,821.39	6,081.88	3,178.61	2,903.27
<i>Rate Labor</i>		2,903.27			
			<b>Current Billings</b>		2,903.27
			<b>Amount Due This Bill</b>		<u>2,903.27</u>

**Total Fee :** 21,132.23  
**To Date Billings :** 11,584.87  
**Total Remaining :** 9,547.36

VMS Design - VMS Design

Rate Labor

Class / Employee

Senior Hydrogeologist

Paul French

Project oversight and coordination

Project Oversight

File Review, Meeting w County, WNJ and YWCA

Prep bid document

Bid Spec Documents

Bid Specifications

Bid Specifications

Finalize Bid Specs

Finalize Bid Specs

**Total Paul French**

**Total Senior Hydrogeologist**

Technician

Michelle Bell

drawings for ryohei

**Total Rate Labor**

**Total Bill Task: VMS Design - VMS Design**

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

Date	Hours	Rate	Amount
10/30/2023	1.00	122.1000	122.10
11/1/2023	0.25	122.1000	30.53
11/3/2023	0.75	122.1000	91.58
11/21/2023	1.00	122.1000	122.10
11/22/2023	6.00	122.1000	732.60
11/27/2023	4.75	122.1000	579.98
11/28/2023	5.00	122.1000	610.50
11/29/2023	2.00	122.1000	244.20
11/30/2023	2.00	122.1000	244.20
	22.75		2,777.79
	22.75		2,777.79



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**Kalamazoo, MI 49008**  
**United States**

**Invoice :** 431431  
**Invoice Date :** 12/7/2023  
**Project :** 231766  
**Project Name :** KCBRA/WO 16-702 W. Michigan Ave.  
**Bill Term :** BT1

**For Professional Services Rendered Through 11/30/2023**

**Contract :** MIDeal  
**Contract Name :** MIDeal Contracts

WO #16

	Fee	Available	Billings		
			To Date	Previous	Current
Elg / PH 1 - Eligibility and Phase I ESA	4,000.00	3,338.20	3,202.21	661.80	2,540.41
<i>Rate Labor</i>		2,190.41			
<i>Expenses</i>		350.00			
HM Inspect - Hazardous Materials Inspection	7,000.00	6,952.25	3,494.10	47.75	3,446.35
<i>Rate Labor</i>		2,697.90			
<i>Expenses</i>		719.00			
<i>Unit Multiplier Expense</i>		29.45			
<i>Total Expense</i>		748.45			
PH 2 - Phase II ESA	18,500.00	18,500.00	8,117.24	0.00	8,117.24
<i>Rate Labor</i>		4,718.25			
<i>Expenses</i>		3,264.09			
<i>Unit Multiplier Expense</i>		134.90			
<i>Total Expense</i>		3,398.99			
BEA - BEA /Due Care	5,500.00	5,500.00	0.00	0.00	0.00
BF Eval - Brownfield Evaluation	3,000.00	3,000.00	0.00	0.00	0.00
BF Plan - Brownfield Plan	6,000.00	6,000.00	0.00	0.00	0.00
			<b>Current Billings</b>		14,104.00
			<b>Amount Due This Bill</b>		<u>14,104.00</u>

**Elg / PH 1 - Eligibility and Phase I ESA**

**Rate Labor**

<i>Class</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Hydrogeologist	0.25	95.5000	23.88
Production Support	1.75	75.0000	131.25
Senior Geologist	0.25	95.5000	23.88
Staff Engineering Specialist	0.75	73.2000	54.90
Staff Hydrogeologist	22.75	86.0000	1,956.50
<b>Total Staff Hydrogeologist</b>	22.75		1,956.50
<b>Total Rate Labor</b>			<b>2,190.41</b>

**Expenses**

<i>Account / Vendor</i>	<i>Cost</i>	<i>Multiplier</i>	<i>Amount</i>
<b>Subconsultant</b>			
EDR	350.00	1.00	350.00
<b>Total Expenses</b>			<b>350.00</b>

**Total Bill Task: Elg / PH 1 - Eligibility and Phase I ESA** **2,540.41**

**HM Inspect - Hazardous Materials Inspection**

**Rate Labor**

<i>Class</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Production Support	1.00	75.0000	75.00
Senior Geologist	12.00	84.9000	1,018.80
	3.00	95.5000	286.50
<b>Total Senior Geologist</b>	15.00		1,305.30
Staff Engineering Specialist	18.00	73.2000	1,317.60
<b>Total Rate Labor</b>			<b>2,697.90</b>

**Expenses**

<i>Account / Vendor</i>	<i>Cost</i>	<i>Multiplier</i>	<i>Amount</i>
<b>Subconsultant</b>			
Apex Research Inc	719.00	1.00	719.00
<b>Total Expenses</b>			<b>719.00</b>

**Unit Multiplier Expenses**

<i>Account / Unit</i>	<i>Quantity</i>	<i>Cost Rate</i>	<i>Multiplier</i>	<i>Amount</i>
<b>Company Vehicle Use</b>				
Mileage - Company Vehicle	31.00	0.9500	1.00	29.45
<b>Total Unit Multiplier Expenses</b>				<b>29.45</b>

**Total Bill Task: HM Inspect - Hazardous Materials Inspection** **3,446.35**

**PH 2 - Phase II ESA**

**Rate Labor**

<i>Class</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Senior Environmental Specialist	14.50	146.0000	2,117.00
Senior Geologist	1.50	95.5000	143.25
Staff Geologist	8.25	98.0000	808.50
Staff Hydrogeologist	16.25	86.0000	1,397.50
<b>Total Staff Hydrogeologist</b>	16.25		1,397.50
Technician	3.00	84.0000	252.00
<b>Total Rate Labor</b>			<b>4,718.25</b>

**PH 2 - Phase II ESA**

**Expenses**

*Account / Vendor*

**Equipment/Materials**

Alexander Frye

Cost      Multiplier      Amount

25.24              1.00              25.24

**Subconsultant**

Diamond Concrete Sawing

312.50              1.00              312.50

Facility Management Consultants Intl

920.00              1.00              920.00

Rosendall Well Drilling LLC

2,006.35              1.00              2,006.35

**Total Subconsultant**

-----  
3,238.85                              -----  
3,238.85

**Total Expenses**

**3,264.09**

**Unit Multiplier Expenses**

*Account / Unit*

Quantity

Cost Rate

Multiplier

Amount

**Company Vehicle Use**

Mileage - Company Vehicle

142.00

0.9500

1.00

134.90

**Total Unit Multiplier Expenses**

**134.90**

**Total Bill Task: PH 2 - Phase II ESA**

**8,117.24**

**Total Project: 231766 - KCBRA/WO 16-702 W. Michigan Ave.**

**14,104.00**



**Payment Options**

Remit Wire/ACH payments to Acct: 100094457      ABA: 072413829  
 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 :** 431438  
**Invoice Date :** 12/7/2023  
**Project :** 231768  
**Project Name :** KCBRA/VO 15 -Urban Exposure Initiative, 1116 Lake Street  
**Bill Term :** BT1

**For Professional Services Rendered Through 11/30/2023**

**Contract :** MIDeal  
**Contract Name :** MIDeal Contracts

WO #16

	Fee	Available	Billings		
			To Date	Previous	Current
Elg/HASP/SAP - Eligibility, HASP, SAP	1,200.00	862.60	680.38	337.40	342.98
<i>Rate Labor</i> 342.98					
HM Inspect - Hazardous Materials Inspection	6,000.00	6,000.00	1,208.81	0.00	1,208.81
<i>Rate Labor</i> 1,208.81					
BF Plan - Brownfield Plan	6,000.00	6,000.00	0.00	0.00	0.00
BF Eval - Brownfield Evaluation	3,000.00	3,000.00	0.00	0.00	0.00
			<b>Current Billings</b>		1,551.79
			<b>Amount Due This Bill</b>		1,551.79

**Elg/HASP/SAP - Eligibility, HASP, SAP**

**Rate Labor**

<i>Class</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Senior Geologist	2.25	95.5000	214.88
Staff Engineering Specialist	1.75	73.2000	128.10
<b>Total Rate Labor</b>			<b>342.98</b>

**Total Bill Task: Elg/HASP/SAP - Eligibility, HASP, SAP**

**342.98**

**HM Inspect - Hazardous Materials Inspection**

**Rate Labor**

<i>Class</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Production Support	0.75	75.0000	56.25
Senior Geologist	5.75	84.9000	488.18
	0.25	95.5000	23.88
<b>Total Senior Geologist</b>	6.00		512.06
Staff Engineering Specialist	8.75	73.2000	640.50
<b>Total Rate Labor</b>			<b>1,208.81</b>

**Total Bill Task: HM Inspect - Hazardous Materials Inspection**

**1,208.81**

**Total Project: 231768 - KCBRA/WO 15 -Urban Exposure Initiative, 1116 Lake Street**

**1,551.79**



**Payment Options**

Remit Wire/ACH payments to Acct: 100094457 ABA: 072413829  
 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 :** 431439  
**Invoice Date :** 12/7/2023  
**Project :** 231419  
**Project Name :** KCBRA/Legacy Senior Living, 730 N. Burdick St. Kalamazoo  
**Bill Term :** BT1

**For Professional Services Rendered Through 11/30/2023**

**Contract :** MIDeal  
**Contract Name :** MIDeal Contracts

WO #12

	Fee	Available	Billings		
			To Date	Previous	Current
<b>231419 - KCBRA/Legacy Senior Living, 730 N. Burdick St. Kalamazoo</b>					
RAP - Response Activity Plan /Conceptual Site Model	17,500.00	12,027.66	7,050.15	5,472.34	1,577.81
<i>Rate Labor</i>		1,577.81			
Clean - Brownfield Cleanup Planning	5,000.00	4,544.84	2,880.24	455.16	2,425.08
<i>Rate Labor</i>		2,425.08			
				<b>Current Billings</b>	4,002.89
				<b>Amount Due This Bill</b>	<u>4,002.89</u>

**Total Fee :** 22,500.00  
**To Date Billings :** 9,930.39  
**Total Remaining :** 12,569.61



**RAP - Response Activity Plan /Conceptual Site Model**

<b>Rate Labor</b> <i>Class / Employee</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
<b>Senior Environmental Specialist</b>				
David Stegink	11/21/2023	2.50	122.1000	305.25
	11/22/2023	1.50	122.1000	183.15
	11/27/2023	0.75	122.1000	91.58
	11/28/2023	2.00	122.1000	244.20
	11/29/2023	1.00	122.1000	122.10
<b>Total David Stegink</b>		7.75		946.28
<b>Total Senior Environmental Specialist</b>		7.75		946.28
<b>Senior Hydrogeologist</b>				
Erik Peterson	11/28/2023	1.50	95.5000	143.25
Paul French	11/1/2023	0.50	122.1000	61.05
<b>Total Senior Hydrogeologist</b>		2.00		204.30
<b>Staff Engineer</b>				
Mahta Naziri Saeed	11/28/2023	2.50	74.3000	185.75
	Legacy Project Meeting. Dispersed Fill VIAP Eval Memo review			
	11/29/2023	2.25	74.3000	167.18
	Meeting w/ Alisa on Project Related Activities, Site Map prep, Sending Request to Michelle			
	11/30/2023	1.00	74.3000	74.30
	Calculation of SG wells within the former gas station parcels			
<b>Total Mahta Naziri Saeed</b>		5.75		427.23
<b>Total Staff Engineer</b>		5.75		427.23
<b>Total Rate Labor</b>				<b>1,577.81</b>
<b>Total Bill Task: RAP - Response Activity Plan /Conceptual Site Model</b>				<b>1,577.81</b>

**Clean - Brownfield Cleanup Planning**

<b>Rate Labor</b> <i>Class / Employee</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
<b>Senior Engineer</b>				
Alisa Lindsay	11/28/2023	1.50	122.1000	183.15
	Working mtg. and start EGLE SOW organization			
	11/29/2023	2.50	122.1000	305.25
	EGLE SOW			
	11/30/2023	2.00	122.1000	244.20
	EGLE SOW and cost template			
<b>Total Alisa Lindsay</b>		6.00		732.60
<b>Total Senior Engineer</b>		6.00		732.60
<b>Senior Environmental Specialist</b>				
David Stegink	11/6/2023	2.00	122.1000	244.20
	Rreview information, EGLE/City/Developer mtg			
	11/8/2023	2.25	122.1000	274.73
	11/15/2023	2.00	122.1000	244.20
	11/16/2023	1.00	122.1000	122.10
<b>Total David Stegink</b>		7.25		885.23
<b>Total Senior Environmental Specialist</b>		7.25		885.23
<b>Senior Hydrogeologist</b>				
Erik Peterson	11/3/2023	1.50	95.5000	143.25
	Review EGLE urban fill guidance			
	11/6/2023	2.00	95.5000	191.00
	Prep, ZOOM meeting w/ EGLE, Hollander, & Legacy - EGLE grant funding for site assessment			

Clean - Brownfield Cleanup Planning

Rate Labor

<u>Class / Employee</u>	<u>Date</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>Senior Hydrogeologist</b>				
		-----		-----
<b>Total Erik Peterson</b>		3.50		334.25
<b>Total Senior Hydrogeologist</b>		3.50		334.25
<b>Staff Hydrogeologist</b>				
Michael Roberts	11/28/2023	5.50	86.0000	473.00
	<b>Total Rate Labor</b>			<b>2,425.08</b>
<b>Total Bill Task: Clean - Brownfield Cleanup Planning</b>				<b>2,425.08</b>

**Total Project: 231419 - KCBRA/Legacy Senior Living, 730 N. Burdick St. Kalamazoo**

**4,002.89**



**Payment Options**

Remit Wire/ACH payments to Acct: 100094457      ABA: 072413829  
 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 :** 431026  
**Invoice Date :** 12/4/2023  
**Project :** 230914  
**Project Name :** KCBRA/Eliza Street Schoolcraft  
**Bill Term :** BT1

**For Professional Services Rendered Through 11/24/2023**

**Contract :** MIDeal  
**Contract Name :** MIDeal Contracts

WO #9

	Fee	Available	Billings		
			To Date	Previous	Current
PH II - Phase II ESA	0.00	0.00	0.00	0.00	0.00
BPE - Brownfield Plan Evaluation	8,000.00	2,408.60	6,140.85	5,591.40	549.45
<i>Rate Labor</i>		549.45			
BPA - Brownfield Plan Amendment	0.00	0.00	0.00	0.00	0.00
					<b>Current Billings</b> 549.45
					<b>Amount Due This Bill</b> 549.45

**Total Fee :** 8,000.00  
**To Date Billings :** 6,140.85  
**Total Remaining :** 1,859.15

**BPE - Brownfield Plan Evaluation**

**Rate Labor**

*Class / Employee*

*Date*

*Hours*

*Rate*

*Amount*

**Senior Environmental Specialist**

David Stegink

11/2/2023

0.50

122.1000

61.05

11/10/2023

2.00

122.1000

244.20

11/15/2023

1.00

122.1000

122.10

11/16/2023

1.00

122.1000

122.10

**Total David Stegink**

4.50

549.45

**Total Senior Environmental Specialist**

4.50

549.45

**Total Rate Labor**

**549.45**

**Total Bill Task: BPE - Brownfield Plan Evaluation**

**549.45**

**Total Project: 230914 - KCBRA/Eliza Street Schoolcraft**

**549.45**



**Payment Options**

Remit Wire/ACH payments to Acct: 100094457 ABA: 072413829  
 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 :** 431433  
**Invoice Date :** 12/7/2023  
**Project :** 230923  
**Project Name :** KCBRA /Midlink Business Park Expansion  
**Bill Term :** BT1

**For Professional Services Rendered Through 11/30/2023**

**Contract :** MIDeal  
**Contract Name :** MIDeal Contracts

		<u>Billings</u>				
		<u>Fee</u>	<u>Available</u>	<u>To Date</u>	<u>Previous</u>	<u>Current</u>
<b>230923 - KCBRA /Midlink Business Park Expansion</b>						
Proj Plan - Project Planning Associated w/BF Plan Amendment		3,356.53	0.00	3,356.53	3,356.53	0.00
BF Admin - Brownfield Plan Amendment		6,000.00	2,890.96	3,180.67	3,109.04	71.63
<i>Rate Labor</i>	71.63					
					<b>Current Billings</b>	<u>71.63</u>
					<b>Amount Due This Bill</b>	<u><u>71.63</u></u>
<b>Total Fee :</b>	9,356.53					
<b>To Date Billings :</b>	<u>9,893.73</u>					
<b>Total Remaining :</b>	-537.20					

**Project: 230923 - KCBRA /Midlink Business Park Expansion** **Invoice: 431433**

**BF Admin - Brownfield Plan Amendment**

**Rate Labor**

<i>Class / Employee</i>	<u>Date</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<b>Senior Geologist</b>				
Therese Searles	11/2/2023	0.25	95.5000	23.88
	approval meetings coordination			
	11/7/2023	0.50	95.5000	47.75
<b>Total Therese Searles</b>		----- 0.75		----- 71.63
<b>Total Senior Geologist</b>		----- 0.75		----- 71.63

**Total Rate Labor** **71.63**

**Total Bill Task: BF Admin - Brownfield Plan Amendment** **71.63**

**Total Project: 230923 - KCBRA /Midlink Business Park Expansion** **71.63**



**Payment Options**

Remit Wire/ACH payments to Acct: 100094457 ABA: 072413829  
 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 :** 431435  
**Invoice Date :** 12/7/2023  
**Project :** 231418  
**Project Name :** KCBRA/Redman Ventures, LLC-  
 6667 Stadium Dr. Oshtemo  
**Bill Term :** BT1

**For Professional Services Rendered Through 11/30/2023**

**Contract :** MIDeal  
**Contract Name :** MIDeal Contracts

6667 Stadium Dr, Oshtemo

	Fee	Available	Billings		
			To Date	Previous	Current
<b>231418 - KCBRA/Redman Ventures, LLC- 6667 Stadium Dr. Oshtemo</b>					
Elig-PH1 - Eligibility Update & Phase I ESA	3,200.00	0.00	3,200.00	3,200.00	0.00
ASB - Asbestos Survey	5,000.00	2,043.10	2,956.90	2,956.90	0.00
BP Eval - Brownfield Plan Evaluation	3,000.00	3,000.00	191.00	0.00	191.00
<i>Rate Labor</i> 191.00					
				<b>Current Billings</b>	191.00
				<b>Amount Due This Bill</b>	<u>191.00</u>

**Total Fee :** 11,200.00  
**To Date Billings :** 6,347.90  
**Total Remaining :** 4,852.10

**Project: 231418 - KCBRA/Redman Ventures, LLC-6667 Stadium Dr. Oshtemo** **Invoice: 431435**

**BP Eval - Brownfield Plan Evaluation**

**Rate Labor**

<i>Class / Employee</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
<b>Senior Geologist</b>				
Therese Searles	10/31/2023	2.00	95.5000	191.00
BF planning with Rob Redman				
<b>Total Rate Labor</b>				<b>191.00</b>

**Total Project: 231418 - KCBRA/Redman Ventures, LLC-6667 Stadium Dr. Oshtemo** **191.00**

**Payment Options**

Remit Wire/ACH payments to Acct: 100094457 ABA: 072413829  
 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 :** 431429  
**Invoice Date :** 12/7/2023  
**Project :** E210229  
**Project Name :** KCBRA/FY21 EPA Assessment Grant  
 -W.O. 2 Community Outreach and Programmatic  
**Bill Term :** BT1

**For Professional Services Rendered Through 11/30/2023**

**Contract :** MIDeal  
**Contract Name :** MIDeal Contracts

	Fee	Available	Billings		
			To Date	Previous	Current
E210229 - KCBRA/FY21 EPA Assessment Grant -W.O. 2 Community Outreach and Programmatic	9,300.00	3,387.75	6,121.83	5,912.25	209.58
Rate Labor		209.58			
					209.58
					<u>209.58</u>

**Project: E210229 - KCBRA/FY21 EPA Assessment Grant -W.O. 2 Community Outreach and Programmatic****Invoice: 431429****COMM - Community Outreach & Programmatic**

Rate Labor	Class / Employee	Hours	Rate	Amount
<b>Senior Geologist</b>				
	Therese Searles	2.00	95.5000	191.00
<b>Staff Environmental Specialist</b>				
	Logan Mulholland	0.25	74.3000	18.58
				<b>Total Rate Labor</b>
				<b>209.58</b>
<b>Total Bill Task: COMM - Community Outreach &amp; Programmatic</b>				<b>209.58</b>

**Total Project: E210229 - KCBRA/FY21 EPA Assessment Grant -W.O. 2 Community Outreach and Programmatic**

**209.58**



2960 Interstate Parkway  
Kalamazoo, Michigan 49048

269.342.1100 | [fishbeck.com](http://fishbeck.com)

December 14, 2023

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

### **Request for a Local Brownfield Revolving Fund Support – Clark Logistics Group: Willard Street Development**

Dear Macy:

On behalf of Clark Logistics Group and a Limited Liability Corporation to be formed later for this project, Fishbeck has been requested to prepare this request for funding to support the redevelopment of a five-parcel piece of property in the City of Kalamazoo, Michigan

### **Background**

The property is a collection of five parcels of land bound to the west by N. Westnedge Street and between W. Ransom Street to the north and W. Willard Street to the south. Except for a small residential lot, the property is owned and occupied by Fibers of Kalamazoo, Inc. The property is occupied by a 98,393 square-foot industrial building.

Clark Logistics Group intends to acquire the property, improve the existing building (roof repairs, HVAC repairs, fire suppression upgrades, security upgrades, etc.), demolish the residence on N. Westnedge and construct a new approximately 31,000 square-foot addition onto the existing building. With these improvements, Clarklogic brings a new business to Kalamazoo County. Trim Pak intends to move their operation from Three Rivers, Michigan to Kalamazoo, Michigan which would include the relocation of five jobs and the creation of 2-3 new jobs over the next year.

Fishbeck and Clarklogic have met with the City of Kalamazoo Brownfield Redevelopment Authority staff and are initiating activities to enroll the site in a Brownfield Plan. We anticipate that tax increment revenues from this project will be around \$40,000 per year. The City staff has expressed its support for the project and has indicated that at this time, it does not have resources available to advance or grant to the project.

Previous environmental studies have been completed at the property and those studies have demonstrated that contamination exists in soil gas immediately beneath the building slab. This represents a significant concern to the health and welfare of future workers at the property. As a result, Clarklogic is evaluating the placement of a vapor mitigation system in the building. To appropriately evaluate this commitment, completion of preliminary system testing and design is needed to develop conceptual costs. Next steps would be completion of a Pressure Field Extension Test throughout the building to properly size blower units and determine the locations and number of suction points that will provide an adequately sized and functional subslab depressurization system.



## Evaluation of Clark Logic's Request

Clark Logistics Group is requesting a grant or loan from the Kalamazoo County Brownfield Redevelopment Authority for an amount not to exceed \$24,000 in order to conduct the preliminary engineering and design of a vapor mitigation system.

It is also Clarklogic's intent to vigorously pursue adoption of a Brownfield Plan with the City of Kalamazoo which will allow the County BRA to recoup its investment.

It is also Clarklogic's intent to evaluate the Brownfield Plan annual tax increment revenues to leverage a loan from the City or County BRA (or both) in order to finance the construction of the vapor mitigation system and other eligible activities. Clarklogic understands that it would need to enter into development and reimbursement agreement(s) to effect a loan, including memorializing decisions about which entities would receive available tax increment revenues each year or how those funds would be apportioned between the BRAs and developer. Until we have conducted the preliminary engineering and cost estimating, it is not possible to accurately project the amount of this request, projected timelines for payback, and other details related to that request. Clarklogic would expect to be able to articulate the nature of a second request in February 2024.

We are available to discuss this matter with you at your convenience. If you have any questions or require additional information, please contact me at 269.544.6977 or [dstegink@fishbeck.com](mailto:dstegink@fishbeck.com).

Sincerely,

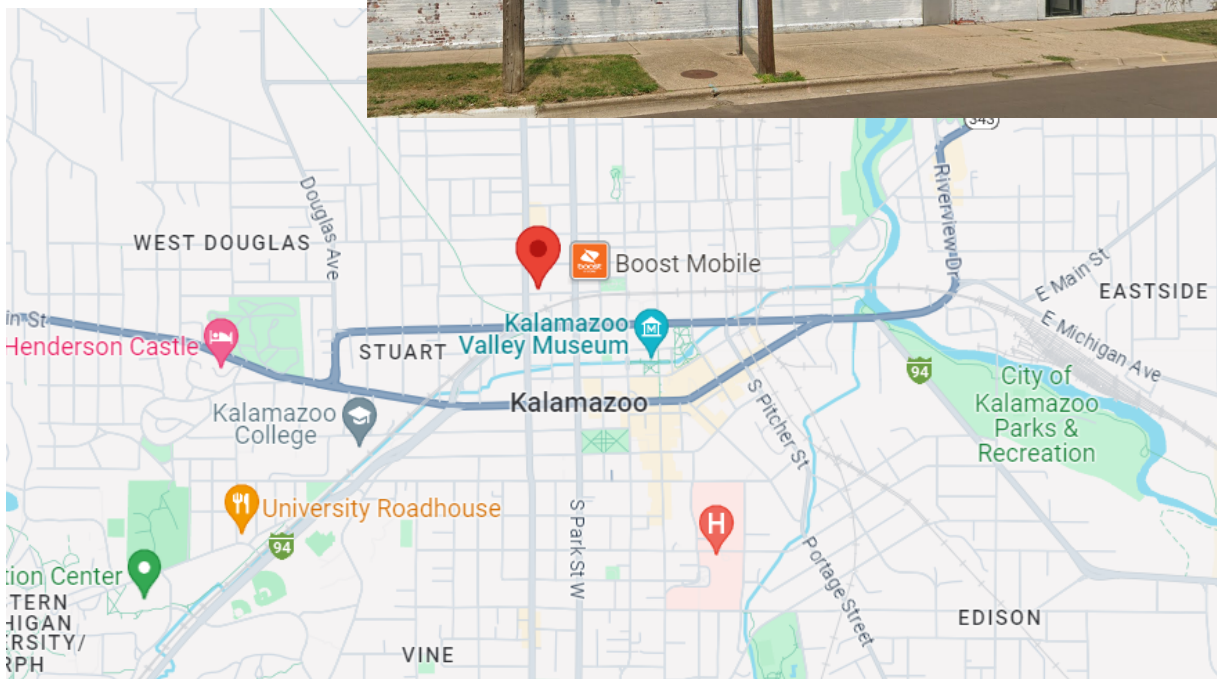
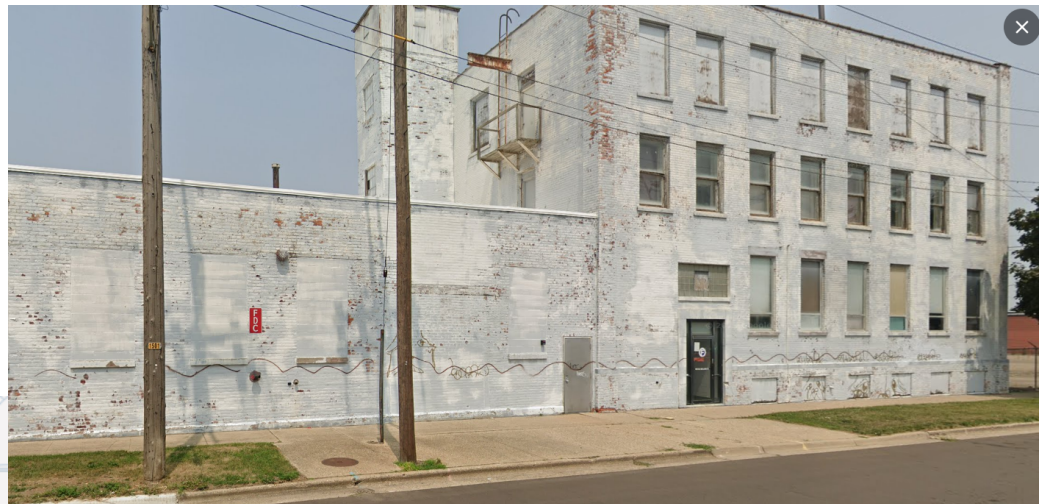


**David Stegink**

Vice President/Brownfield Program Manager

By email

Attachment





**KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**  
PART I PROJECT APPLICATION

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

1 Date of Application: 12/14/2023

**Business Information**

2 Name of Applicant: Clark Willard LLC (JV of Clark Logic and Trim-Pak)

3 Business Address: 3700 E. Milham, Suite A, Portage, MI 49002

4 Business Telephone Number: 800-315-8143

5 Contact Person(s) & Title: Jamie Clark, President

6 Contact Person(s) Telephone Number: 269-207-3081

7 Contact Person(s) Fax Number:

8 Contact Person(s) Email Address: jamie@clarklogic.com

9 Entity Type: Proprietorship   
Partnership   
Corporation   
Other (specify)

10 Describe nature and history of business:  
Warehousing and Distribution. Project would support the continued operation of Trim-Pak, a manufacturer and converter of chipboard products and current tenant of the building

11 List similar projects developed over the last five years (if any):  
Expansion of Schoolcraft complex; New construction in Portage, Battle Creek and Comstock Twp (with Industrial Partners USA)

**Proposed Project Site Information**

12 Address(es) (if known): 436 W. Willard, 439 W Ransom, 443 W Ransom; 528 N Westnedge; 522 N Westnedge

13 Tax IDs: 06-15-171-101; 06-15-170-002; 06-15-170-200; 06-15-170-100; 06-15-170-001

14 Present Owner(s): Fibers of Kalamazoo, Inc. except for 522 N Westnedge; Pamela Hale (522 N Westnedge)

15 Date Present Owner(s) Acquired Property (if known): 1989 (2007 for Pamela Hale)

16 Does applicant have land control: No  Yes

If yes, please describe (owner, lessee, option or purchase agreement, etc.):  
purchase agreement

17 Any currently known environmental issues? Yes

18 Is applicant a liable party for environmental issues at site? No  Yes

19 Is access to site permitted? No  Yes

20 Project Type: New   
Relocation   
Expansion   
Rehabilitation

21 Project Size:  
Parcel Size (acres): 3.056  
Existing building area (sq ft): 98,939  
New building area (sq ft): ~31,000 (~129,000 total)

22 Project timeline (proposed or actual):

Start date: 1/1/2024

Completion Date: 12/31/2024

23

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

Business Plan

Market Analysis

Architectural/Site Plans

Financial Commitments

Environmental Information/Reports

**Tax Base Information**

24 Total Investment Anticipated: \$7 million

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

25 Eligible activities for which potential funding may be sought:

Phase I ESA	<input checked="" type="checkbox"/>	Phase II ESA	<input checked="" type="checkbox"/>
BEA	<input checked="" type="checkbox"/>	Due Care	<input checked="" type="checkbox"/>
Hazardous Materials Building Surveys (asbestos and Lead)	<input checked="" type="checkbox"/>	Clean-up Planning	<input checked="" type="checkbox"/>
Additional Response Activities	<input checked="" type="checkbox"/>	Demolition	<input checked="" type="checkbox"/>
Lead and Asbestos Abatement	<input checked="" type="checkbox"/>	Site Preparation (City of Kalamazoo, City of Portage)	<input type="checkbox"/>
Infrastructure Improvements	<input type="checkbox"/>		

26 Current State Equalized Value: 305,100

27 Estimated State Equalized Value after Project Completion: \$2,000,000



28 Full Time Equivalent (FTE) Employees:

FTE Jobs Retained: 5

FTE Jobs Created: 2

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

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

 Signature 

Title

Direct office or cell number

Fax number

Email address

Date

If you have questions regarding the application, please contact:

Kalamazoo County Government

Macy Rose Walters, Brownfield Redevelopment Administrator Email: mrwalt@kalcounty.com

Department of Planning and Development

Kalamazoo County Brownfield Redevelopment Authority

201 W. Kalamazoo Avenue, Room 207

Kalamazoo, MI 49007

Office Phone: (269) 384-8305

**KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY  
PART II PROJECT APPLICATION**

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

1 Date of Application: 12/14/2023

**Business Information**

2 Name of Applicant: Clark Willard LLC (JV of Clark Logic and Trim-Pak)  
 3 Business Address: 3700 E. Milham, Suite A, Portage, MI 49002  
 4 Business Telephone Number: 800-315-8143  
 5 Contact Person(s) & Title: Jamie Clark, President  
 6 Contact Person(s) Telephone Number: 269-207-3081  
 7 Contact Person(s) Fax Number:  
 8 Contact Person(s) Email Address: jamie@clarklogic.com

**Proposed Project Site Information**

9 Address(es) (if known): 436 W. Willard, 439 W Ransom, 443 W Ransom; 528 N Westnedge; 522 N W  
 10 Tax IDs: 06-15-171-101; 06-15-170-002; 06-15-170-200; 06-15-170-100; 06-15-170-0  
 11 Project timeline (proposed or actual):  
 Start date: 1/1/2024 Completion Date: 12/31/2024

12 Additional Materials (Please put an X for those items that are available and attach to your application, if possible):  
 Business Plan  Financial Commitments   
 Market Analysis  Environmental Information/Reports   
 Architectural/Site Plans

**Project Team**

Bank/Financing: Horizon Bank  
 Legal Counsel:  
 Environmental Consultant: Fishbeck  
 Architect: AR Engineering  
 Construction Management: TBD  
 Other:

**Proposed Brownfield Funding Requested**

13 Total Investment Anticipated:	\$6,760,000+	-
Land:		
New Construction/Site Improvements:		6,760,000
Eligible Brownfield Activities (Specify): Vapor Mitigation		250,000
Other (Specify below):		
Total Capital Investment:		\$7,000,000 -

Funding Sources Requested:


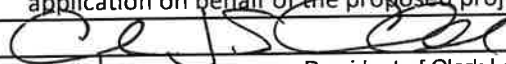
Kalamazoo County Brownfield Redevelopment Authority	
Authority Grant/Loan Funding:	
Brownfield Plan and Act 381 Work Plan(s):	
Other Funding (example EPA Assessment grant funding):	24,000
Michigan Department of Environment, Great Lakes, and Energy	
Brownfield Redevelopment Grant:	
Brownfield Redevelopment Loan:	
Brownfield Assessment:	
Michigan Economic Development Corporation	
Community Revitalization Program Loan and/or Grant:	
Business Development Program Loan and/or Grant:	
Total Brownfield Funding Requested:	\$ 24,000 -

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

14 Do you intend on or anticipate appealing the property taxes for this project site? No   
Yes

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

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

	Signature		Date	12/14/2023
		Title	President of Clark Logic	
		Direct office or cell number	269-207-3081	
		Fax number		
		Email address	jamie@clarklogic.com	

If you have questions regarding the application, please contact:

Macy Rose Walters, Brownfield Redevelopment Administrator

Email: [mrwalt@kalamazoo.gov](mailto:mrwalt@kalamazoo.gov)  
 KCBRA Office: (269) 384-8305

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



## I. Scope of Services

Clarklogic intends to purchase a five parcel piece of property occupied by a 98,939 square-foot industrial building. Previous environmental studies have demonstrated that volatile organic compounds are present in soil gas immediately beneath the building slab. As expressed in the cover letter to this work order, Clarklogic believes a subslab depressurization system is needed to protect workers at this facility. To estimate the cost of the system and incorporate the design into planned building improvements, it is necessary to complete preliminary engineering and design of the system. Specifically needed is the completion of a Pressure Field Extension Test (PFET). The test involves the placement of test suction points at various locations throughout the building complex, creating a vacuum under the building slab using various types and sizes of blowers, and measuring the zone of influence created by each blower unit. This results in an understanding of how many suction points, blowers and blower size needed to induce a vacuum under the entire building footprint. That information allows for development of conceptual cost estimates for the system and incorporation into a Brownfield Plan. The PFET is expected to require a full week on site for a team of 2-3 persons. A conceptual design will be developed along with a project memo describing the completed activities. The memo will include a conceptual cost for installation of a system.

## II. Compensation

Compensation for services provided under this Work Order will be completed on a time-and-materials basis invoiced at the rates provided in the Contract for Professional Services between FISHBECK and CLIENT not-to-exceed the budget detailed below without prior authorization from the KCBRA.

PFET (Field Staff, Expenses, Lab Analyses, Data Evaluation, Project Memo) .....	\$ 24,000
<b>Total Estimated Budget</b> .....	<b>\$ 24,000</b>

## III. Schedule

Eligibility will be prepared immediately upon authorization of this work order. We expect field work to be completed in January 2024 and development of preliminary design and cost estimates in February 2024.



Garrett Seybert  
8249 Merton Ave SW  
Byron Center MI 49315  
gseybert@psequities.com  
(989) 779-9995  
12/14/2023

Macy Walters, MPA  
Brownfield Redevelopment Administrator  
102 W Kalamazoo Ave.  
Kalamazoo MI 49007

Subject: Revised Funding Request for 530 S Rose Affordable Senior Housing Development

Dear Macy and Brownfield Board Members,

I hope this letter finds you well. I am writing to provide an update on the financial aspects of our 530 S Rose affordable senior housing development and to present a revised funding request.

Over the past few months, our team has been diligently working to refine the additional costs associated with soil removal, trucking, landfill fees, and clean fill for the project. We have also received positive news from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) regarding the release of the Grant contingency of \$48,500. This grant has significantly helped us close the financial gap we were facing.

Furthermore, we were able to utilize \$10,000 from the parking lot demolition budget and achieved several thousand dollars in savings within our environmental consultants' budget. These cost

reductions, combined with the overall decrease in expenses related to soil removal and disposal, have allowed us to make substantial progress in reducing our funding request.

We are thrilled to inform you that we have managed to lower our ask from \$250,000 to just \$86,896.74. While we understand that this is still a significant amount, it is important to emphasize the critical role this funding plays in the success of our project. If the board agrees to grant us this revised amount, we will be able to bridge the financial gap and return to the same position we were in when we closed our construction loan.

Thank you for your time, attention, and ongoing support for this project.

Sincerely,

A handwritten signature in black ink, appearing to read "Garrett Seybert". The signature is written in a cursive, flowing style.

Garrett Seybert

**KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**  
**PART II PROJECT APPLICATION**

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

1 Date of Application:

**Business Information**

2 Name of Applicant:

3 Business Address:

4 Business Telephone Number:

5 Contact Person(s) & Title:

6 Contact Person(s) Telephone Number:

7 Contact Person(s) Fax Number:

8 Contact Person(s) Email Address:

**Proposed Project Site Information**

9 Address(es) (if known):

10 Tax IDs:

11 Project timeline (proposed or actual):  
 Start date:  Completion Date:

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

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

**Project Team**

Bank/Financing:

Legal Counsel:

Environmental Consultant:

Architect:

Construction Management:

Other:

**Proposed Brownfield Funding Requested**

13 Total Investment Anticipated:

Land:	220,000
New Construction/Site Improvements:	14,815,325
Eligible Brownfield Activities (Specify):	86,896.74
Other (Specify below):	4,889,558
<input type="text" value="Total non-construction soft costs"/>	
Total Capital Investment:	<input type="text" value="\$ 20,011,779:70"/>

Funding Sources Requested:

Kalamazoo County Brownfield Redevelopment Authority	
Authority Grant/Loan Funding:	X
Brownfield Plan and Act 381 Work Plan(s):	
Other Funding (example EPA Assessment grant funding):	
Michigan Department of Environment, Great Lakes, and Energy	
Brownfield Redevelopment Grant:	
Brownfield Redevelopment Loan:	
Brownfield Assessment:	
Michigan Economic Development Corporation	
Community Revitalization Program Loan and/or Grant:	
Business Development Program Loan and/or Grant:	
Total Brownfield Funding Requested:	\$ 86,896.74-

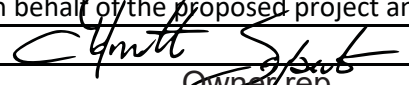
If available, please attach a detailed projection of project costs and proposed funding sources. Categories of costs may include real estate, demolition, environmental, new construction, renovation, new equipment, and other as appropriate.

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

No	X
Yes	

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

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

Signature		Date	12/14/2023
Title	owner/rep		
Direct office or cell number	(989) 779-9995 ext. 2		
Fax number			
Email address	gseybert@psequities.com		

If you have questions regarding the application, please contact:

Macy Rose Walters, Brownfield Redevelopment Administrator

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

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

	Budget	Actual	Activities remaining	Notes	Gap
EGLE Grant	\$350,000.00	\$353,476.24	\$7,000.00	No funds left in the grant for the DDCC & closeout report.	-\$10,476.24
Backfill	\$39,899.25	\$87,819.75	\$0.00	Cost for the additional fill sand	-\$47,920.50
Pre-Excavation Drilling	\$0.00	\$28,500.00	\$0.00	We could not include this activity in the grant because it came up during the switch from VI to soil removal. This work had to get completed before the EGLE grant would be approved.	-\$28,500.00
				<b>Total Gap</b>	<b>-\$86,896.74</b>

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

**REPAYMENT AGREEMENT FOR GRANT FUNDING (GRA)**

This Repayment Agreement is entered into on \_\_\_\_\_, 2023, by the Kalamazoo County Brownfield Redevelopment Authority (KCBRA) a Michigan public body corporate established pursuant to Act 381 of the Public Acts of 1996, as amended, MCL 125.2651 et seq. ("Act 381"), whose address is 201 W. Kalamazoo Ave. Kalamazoo, MI 49007 (the "Authority"), and The Young Women's Christian Association of Kalamazoo ("YWCA"), a Michigan nonprofit corporation, whose address is 353 E. Michigan Ave, Kalamazoo, MI 49007 (the "Developer").

**RECITALS**

This Repayment Agreement is made under the following circumstances:

- A. Young Women's Christian Association of Kalamazoo ("YWCA"), a Michigan nonprofit corporation (the "Developer") has desires to install a vapor mitigation system, using grant funding from the Local Brownfield Revolving Fund, at the real property, which is described in the attached Exhibit A, commonly known as 550 S. Riverview Drive (the "Property"); and
- B. At the July 27, 2023, Regular Meeting of the Kalamazoo County Brownfield Redevelopment Authority, attached as Exhibit B, the Authority approved up to \$100,000.000 of LBRF funds in the form of a grant (the "Grant"); and
- C. The Authority and Developer may be reimbursed for the Eligible Activities (as defined in Act 381) through Tax Increment Financing through the Brownfield Plan, if funding is available.
- D. The Property is considered "facility" as defined by Brownfield Redevelopment Financing Act (Public Act 381 of 1996, as amended; MCL 125.2651 et seq.) ("Act 381") because of the presence of one or more hazardous substances (including tetrachloroethylene, trichloroethylene and arsenic) that exceed the Michigan Department of Environment, Great Lakes and Energy ("EGLE") generic residential cleanup criteria. A copy of the Baseline Environmental Assessment for the Property has been supplied to the YWCA in support of the Grant.
- E. As a "facility", the Property is an "eligible property" for which Eligible Activities have been identified under a Brownfield Plan, approved by the Authority and the Kalamazoo County Board of Commissioners, with the concurrence of the City of Parchment, which is attached in Exhibit C and made part of this agreement (the "Brownfield Plan"); and
- F. Eligible Activities in the Brownfield Plan and Act 381 Work Plan, if applicable, have been approved by the Authority and/or EGLE/ Michigan Strategic Fund (MSF) (formerly known as the Michigan Economic Growth Authority (MEGA) and hereto forward referred to as MSF) and EPA as applicable and as provided in Act 381; and
- G. Accordingly, the purpose of this Grant Repayment Agreement is to set out the obligations of the parties to this Agreement for reimbursement of costs incurred for Eligible Activities as

approved by the Authority and/or EGLE/MSF as applicable.

- H. All of the past and current Eligible Activities subject to the Brownfield Plan and this Agreement are being conducted by the Developer and Authority in order to prepare the Property for redevelopment.

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

**1. Description of Development:** The Developer has been awarded the Grant by the Authority for the installation of a vapor mitigation system (the "System") to be designed and installed by an environmental consultant approved by the Authority (the "Consultant") at the Property (the "Development"), which is future site of the YWCA's new administration building. For the purpose of this project, the Authority has approved Fishbeck to design and install the System. Documents have been submitted or which may be submitted hereafter to The City of Parchment, requesting their support or approval, as applicable.

**2. Capture of Taxes.** During the term of the Brownfield Plan, attached as Exhibit C, the Authority shall capture all applicable and appropriate Tax Increment Revenues (as defined by Section 2(ss) of Act 381) from the Property and use those Tax Increment Revenues in the following order of priority, in each case if and to the extent sufficient Tax Increment Revenues is available: (a) first, Tax Increment Revenues shall be used to reimburse the Authority for its reimburse the Authority for its Administrative Costs as described in Section 4(a); (b) second, Tax Increment Revenues shall be used to reimburse the Authority for Grant proceeds used to pay for Eligible Activities related to the redevelopment of the site; and (c) third, for a period of 5 full years following reimbursement of all amounts under subsections (a) and (b), Tax Increment Revenues will be deposited into the local site remediation revolving fund.

**3. Limitation of Amount of Repayment.**

- a. Such reimbursement to the Authority for Grant proceeds used to pay for Eligible Activities shall not be more than the Tax Increment Revenues captured during the duration of the Brownfield Plan.
- b. Such Tax Increment Revenues may be appropriated annually by the Authority for other expenses and allocations including, administrative and operating expenses, Local Brownfield Revolving Fund, as permitted by Act 381, and set forth in the Brownfield Plan.
- c. The Developer acknowledges by signature of this Agreement that the Authority is not obligated to provide additional reimbursements for this Development. The Developer agrees that it shall be responsible for any additional costs for the Development in excess of the amount of the Grant.

**4. Authority to Determine Amount and Timing of Reimbursement.**

- a. The Authority shall use Tax Increment Revenues to reimburse it's out-of-pocket costs associated with the Development (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 Development (including allocation of the fixed costs of the Authority staff ("Administrative Costs") up to a maximum amount of 10% Tax Increment Revenues (or otherwise determined by the Authority) or the maximum as provided under Act 381. In the event there is any conflict between the Brownfield Plan and this Agreement, terms of this Agreement will take precedence over the Plan.

- b. The Authority may, in its discretion, pay Grant proceeds directly to the Consultant, on Developer's behalf, upon receipt of Consultant's invoices for Eligible Costs associated with the approved work order attached as Exhibit D.

**6. Compliance with Approved Plans, Work Plans, Laws, Rules and Regulations.**

- a. The Developer complete the Development in accordance with the plans and specifications as reviewed and approved by the Authority, the City of Parchment and by other governmental jurisdictions, in a reasonable and workmanlike manner.
- b. The Developer shall comply fully with all local ordinances, state and federal laws, and all applicable local, state and federal rules and regulations. Nothing in this Agreement shall abrogate the effect of any local ordinance.
- c. Non-compliance with this Agreement, or discovery of material irregularities at any time are regarded as material breaches of this Agreement. The Authority, in addition to any other remedy provided by law, may do one or more of the following: 1) withhold future payments, 2) recover reimbursement payments already disbursed, or 3) terminate this Agreement.

**7. Condition Precedent.** Developer's purchase of the Property on or before December 1, 2023 (the "Property Acquisition Deadline") is a condition precedent to the effectiveness of this Agreement and the Authority's award of the Grant to Developer. The parties to this Agreement acknowledge that the YWCA purchased the property on October 10, 2023, and has therefore satisfied this condition.

**8. Reporting** The Consultant will provide monthly reporting included in the form of a memo, budget summary, and invoices until the scope of the approved work order, attached as Exhibit D, is complete.

**9. Access for Inspection.** The Authority and its employees and agents are authorized, upon no less than two (2) business days' advance notice, to enter upon the Property any time during normal business hours for the purpose of inspecting the work related to the authorized Eligible Activities and making determinations that such work is being performed in accordance with the Act 381 Work Plan in a workmanlike manner. The Developer reserves the right to preclude access or request the employees or agents of the Authority vacate the property for health and safety issues. Any employees or agents of the Authority must comply with all site safety standards, including, but not limited to, MIOSHA requirements.

**10. Termination.** This Agreement shall terminate on the earlier to occur of: (a) the date on which the Authority is no longer authorized to capture Tax Increment Revenues; (b) on the date the Brownfield Plan expires or is abolished as allowed by Act 381; (c) the date when they System has been installed,



the amount due under the Agreement has been paid to the Consultant and the Consultant has provided any unconditional lien waivers requested by the Authority or the Developer; or (d) upon default of this Agreement by the Developer;

(e) failure to secure all necessary local, state, and federal permits or approvals; (f) if Developer fails to purchase the Property on or before the Property Acquisition Deadline, or (g) upon such other conditions as set forth in this Agreement.

**11. Indemnification.** The Developer shall indemnify, hold harmless, and defend the Authority, Kalamazoo County, its officials, agents and employees, from any and all claims or causes of action arising from or on account of the acts or omissions of the Developer, its officers, employees, agents or any persons acting on its behalf or under its control, arising in any way from this Agreement, including but not limited to, claims for damages, reimbursement or set-off arising from, or on account of, any contract, agreement or arrangement between the Developer and any person for the performance of Eligible Activities or the terms of this Agreement, including claims on account of construction delays.

**12. Notices.** All notices, requests, demands and other communications that are required or permitted to be given under this Agreement will be in writing and will be deemed to have been sufficiently given for all purposes hereunder if (a) delivered personally to the party to whom the same is directed, or (b) sent by certified mail, postage prepaid, return receipt requested, at the addresses identified below; or to such other party at such other address as shall be given in writing in accordance herewith. Email addresses may be provided by the parties for convenience of communications but shall not be considered a means of providing notice under this Agreement.

a. If to the Authority, to:  
Planning and Development Department  
201 W. Kalamazoo, Ave.  
Kalamazoo, MI 49007  
ATTN: Brownfield Administrator

b. If to Developer, to:  
YWCA  
353 E. Michigan Ave  
Kalamazoo, MI 49007  
ATTN: Allison Gumper-Hoffman

### **13. Miscellaneous Provisions**

- a. Successors and Assigns; Assignments; No Other Intended Beneficiaries. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns; however, the Developer shall not assign this Agreement without the prior written consent of the Authority. No person not a party hereto is intended to be a beneficiary of or to have the right to enforce this Agreement.
- b. Payment of Taxes. Developer or any of its successors or assignees of the Development shall pay all real and personal property taxes timely, before any additional interest penalty for late payment is applied.
- c. Entire Agreement. This Agreement represents the entire agreement as it exists at the time of the signing of this Agreement between the parties. This Agreement may not be amended, altered or modified unless the party against whom enforcement of any waiver,

- d. modification or discharge is sought does so in writing.
- d. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan. The parties acknowledge that the proper venue of any court action is in Kalamazoo County, Michigan.
- e. Severability. The invalidation of one or more of the terms of this Agreement shall not affect the validity of the remaining terms.
- f. Survival. Except as otherwise provided in this Agreement, all representations, warranties, covenants and agreements of the parties contained or made pursuant to this Agreement shall survive the execution of this Agreement.
- g. Effective Date. This Agreement shall become effective when approved and executed by the Authority and the Developer.
- h. Recitals. The recitals set forth above are incorporated by reference into this Agreement as if fully set forth therein.

This Agreement was approved by the Authority and the Chair of the Authority was authorized to sign his Agreement on the \_\_\_\_\_ day of \_\_, 2023.

**Kalamazoo County Brownfield Redevelopment Authority**

Signature: \_\_\_\_\_

Kenneth W. Peregon, Chairman

**DEVELOPER**

Signature: \_\_\_\_\_

Printed Name and Title: \_\_\_\_\_

Accepted **DEVELOPER**, whom I have express authority to bind.

EXHIBIT A

Legal description of property

EXHIBIT B

Meeting Minutes KCBRA July 27, 2023 Regular Meeting

EXHIBIT C

Parchment Mill Site #1 Brownfield Plan

EXHIBIT D

Approved Work Order for VMS

**DEVELOPMENT AND REIMBURSEMENT AGREEMENT**

by and among

**KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY,**

a public body corporate;

**MICHIGAN STRATEGIC FUND,**

a public body corporate and politic;

**MICHIGAN DEPARTMENT OF TREASURY;**

and

**PAPER CITY DEVELOPMENT, LLC**

a Michigan limited liability company for the

**TRANSFORMATIONAL BROWNFIELD PLAN FOR PROJECTS LOCATED**

**AT PIN # 14-13-305-050 • PIN # 14-13-340-010 • PIN # 14-13-340-050 •**

**PIN # 14-13-340-060 • PIN # 14-13-355-019 • PIN # 14-13-380-010 •**

**PIN # 14-13-405-295 • PIN # 14-13-470-036 • PIN # 14-13-470-038**

**November 30, 2023**

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**TRANSFORMATIONAL BROWNFIELD PLAN  
DEVELOPMENT AND REIMBURSEMENT AGREEMENT**

THIS DEVELOPMENT AND REIMBURSEMENT AGREEMENT (this “Agreement”), effective as of November 30, 2023 (the “Effective Date”), is between the Michigan Strategic Fund (the “MSF”), whose address is 300 North Washington Square, Lansing, Michigan 48913, Paper City Development, LLC, a Michigan limited liability company (the “Grantee” or “Company”), whose address and principal office is 107 West Kalamazoo Avenue, 4<sup>th</sup> Floor, Kalamazoo, MI 49007, and the Kalamazoo County Brownfield Redevelopment Authority, a Michigan public body corporate (the “Authority”), whose address is 201 West Kalamazoo Avenue, Room 207, Kalamazoo, MI 49007. As used in this Agreement, the MSF, the Authority and the Company are, individually, a “Party” and, collectively, the “Parties”.

**RECITALS**

A. The Brownfield Redevelopment Financing Act (MCL 125.2651 et seq.), as amended, authorizes the MSF to approve a brownfield plan that has a transformational impact on local economic development and community revitalization based on the extent of brownfield redevelopment and growth in population, commercial activity, and employment that would result from the plan (“Transformational Brownfield Plan” or “TBP”).

B. Under the control and direction of the MSF Board, staff of the Michigan Economic Development Corporation, a public body corporate (the “MEDC”), provides administrative services for the MSF.

C. On July 25, 2017, the MSF Board adopted the Transformational Brownfield Plan Program Guidelines (the “TBP Program Guidelines”).

D. The Company intends to develop the following nine parcels of land situated in the Village of Vicksburg, Michigan (the “Village”) and Township of Schoolcraft, Michigan (the “Township”) commonly known as the former Lee Paper Company Mill Complex as more particularly described on the attached Exhibit D (the “Property”):

- PIN # 14-13-305-050
- PIN # 14-13-340-010
- PIN # 14-13-340-050
- PIN # 14-13-340-060
- PIN # 14-13-355-019
- PIN # 14-13-380-010
- PIN # 14-13-405-295
- PIN # 14-13-470-036
- PIN # 14-13-470-038

E. Specifically, the Company intends to redevelop a functionally obsolete, blighted, and historic industrial building located at the Property. The building on the property is not occupied and is in severe disrepair. The building would need major repairs before occupation could occur. The Company intends to demolish non-historic portions of the building, as well as conduct selected demolition of the historic portions of the building that have suffered fire damage. Other additional buildings on the Property that are not pertinent to the historic nature of the structure will be demolished. The exterior of the building will be stabilized, grounds re-graded, parking lots and drives replaced, and storm water properly managed. The Company intends to redevelop the historic portion of the building and restore it to productive use. The current plans include refurbishment of the east wing of the historic portion of the building with a new entry, brewing space, taproom, restaurant, and indoor and outdoor

event spaces. The Company intends to refurbish the remainder of the building with a combination of mixed-uses, including all, or a subset, of the following: a craft food and beverage hub, including ancient grain milling, a distillery, hop and malt processing facilities, storage (including cold storage), manufacturing, production, offices, retail space, hotel and residential uses. The Property has a history of industrial use as a paper mill that has resulted in environmental contamination thereby designating the property as a "facility". To address environmental contamination and bring the building to a usable state, the Company anticipates investing over \$63,000,000 in the Property. All of the foregoing is hereinafter referred to as the "Project".

F. To facilitate the Project, the Michigan Department of Environment, Great Lakes and the Energy (f/k/a the Department of Environmental Quality) ("EGLE") has agreed to provide a grant of \$400,000 (the "Grant Funds") to the Authority pursuant to a Brownfield Grant Contract between the Authority and EGLE (approved by EGLE August 10, 2018) as amended by an Amendment to the Brownfield Grant Contract with effective date of January 27, 2020 (as so amended, the "Grant Contract") to fund certain Project costs as set forth in the Grant Contract.

G. To further facilitate the Project, EGLE has agreed to provide a loan ("EGLE Loan") of \$1,250,000 ("EGLE Loan Funds") to the Authority, pursuant to a Brownfield Loan Contract between the Authority and EGLE (approved by EGLE on October 8, 2018) as amended by an Amendment to the Brownfield Loan Contract with effective date of January 27, 2020 (as so amended, the "EGLE Loan Contract"), to fund certain Project costs as set forth in the EGLE Loan Contract, including environmental investigation activities and environmental response activities at the Property. In addition, the Company and the Authority have entered into that certain Brownfield Loan Reimbursement Agreement dated September 17, 2018 (the "EGLE Loan Reimbursement Agreement"), whereby the Company has agreed to pay for all amounts that come due under the EGLE Loan Contract on the terms and conditions set forth therein.

H. To further induce and facilitate the proposed redevelopment of the Property (the "Project"), on November 15, 2018, the Authority approved the Act 381 Combined Transformational Brownfield Plan for the Property (the "Project Plan"), a copy of which is attached to this Agreement as Exhibit C.

I. The Village approved the Project Plan on January 7, 2019, the Township approved the Project Plan on December 11, 2018, and the County of Kalamazoo, Michigan (the "County") approved the Project Plan on March 6, 2019.

J. The Company submitted an Application for approval of the Project Plan as a Transformational Brownfield Plan on June 28, 2019 in connection with the Project.

K. The MSF Board has determined that the Project will result in an overall positive fiscal impact to the State of Michigan and otherwise satisfies the TBP Program Guidelines.

L. On July 23, 2019, the MSF approved the Project Plan as a Transformational Brownfield Plan to be administered under the terms of this Agreement.

M. The Act permits the use of real and personal tax revenues generated from the increase in value to brownfield sites constituting "Eligible Property" under the Act resulting from their redevelopment ("Tax Increment Revenues"), in addition to Construction Period Tax Capture Revenues, Withholding Tax Capture Revenues, and Income Tax Capture Revenues under a Transformational



Brownfield Plan ("TBP Revenues") to pay or reimburse the payment of costs of conducting Eligible Activities ("Eligible Costs") on "Eligible Property" under the Act and, unless the Company is a liable party for the site contamination, permits reimbursement to the Company of Eligible Costs it has incurred.

N. During the two-year period following the "Loan Execution Date" as defined in the EGLE Loan Contract, the Authority has been reimbursing, and intends to continue to reimburse, the Company for its Eligible Costs, (as limited under this Agreement, the EGLE Loan Contract and the Grant Contract), from the Loan Funds and Grant Funds. Beginning in the fifth year following establishment of the Project Plan, the Authority intends to reimburse the Company for its Eligible Costs as limited by this Agreement, from all available Tax Increment Revenues collected from the real and personal property taxes on the Property and MSF intends to reimburse the Company for its Eligible Costs as limited by this Agreement, from all available TBP Revenues, all as set forth in this Agreement.

O. The Parties are entering into this Agreement to establish the procedure for reimbursement from the EGLE Loan Funds, the Grant Funds, the Tax Increment Revenues and the TBP Revenues.

In consideration of the recitals and promises in this Agreement, the Parties agree:

## **ARTICLE I**

### **DEFINITIONS**

**Section 1.1 Defined Terms.** Except as otherwise defined in this Agreement, all capitalized terms in this Agreement shall have the respective meanings set forth on Exhibit A, which contains the defined terms for this Agreement.

**Section 1.2 Construction of Certain Terms.** Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender; and (ii) words using the singular or plural number also include the plural or singular number.

## **ARTICLE II**

### **REPRESENTATIONS AND COVENANTS OF THE COMPANY**

The Company represents and warrants to, and covenants with, the MSF and the Authority as follows:

**Section 2.1 Organization.** The Company is duly organized, and through the Term shall remain, validly existing and in good standing in the State of Michigan, and is authorized to transact business in such State, and has the power and authority to enter into and perform its obligations under this Agreement.

**Section 2.2 Company Authority.** The execution, delivery and performance by the Company of this Agreement has been duly authorized and approved by all necessary and proper action on the part of the Company and will not violate any provision of law, or result in the breach, be a default of, or require any further consent under any of the Company's organizational and governing documents; or any agreement or instrument to which the Company is a party, or by which the Company or its property may be bound or affected. This Agreement is valid, binding, and enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws

or principles of equity affecting the enforcement of creditors' rights generally or by general principles of equity.

**Section 2.3 Consent.** Except as has been disclosed in writing to the MSF, or the Contract Manager, no consent or approval is necessary from any governmental or other entity, except the MSF, as a condition to the execution and delivery of this Agreement by the Company or the performance of any of its obligations under this Agreement.

**Section 2.4 Full Disclosure.** Neither this Agreement, the Application, nor any written statements or certificates furnished by the Company to the MEDC or the MSF in connection with the making of the Grant and Agreement contain any untrue statement of material fact, or to the best of the Company's knowledge, omit any material fact necessary to make the statements true. There are no undisclosed facts, which materially adversely affect or, to the best of the Company's knowledge, are reasonably likely to materially adversely affect the properties, business, or condition (financial or otherwise) of the Company or the ability of the Company to perform its obligations under this Agreement.

**Section 2.5 Litigation or Other Proceedings.** Except as has been disclosed in writing to the MSF, there are no suits or proceedings pending or, to the knowledge of the Company and its officers and directors, managers, and members, threatened by or before any court, governmental commission, board, bureau, or other administrative agency or tribunal, which, if resolved against the Company, would have a material adverse effect on the financial condition or business of the Company or impair the Company's ability to perform its obligations under the Agreement.

**Section 2.6 Compliance with Laws.**

(a) The Project will be constructed in such a manner as to conform to applicable zoning, planning, building and other regulations of governmental authorities having jurisdiction over the Project and the Property; and the Company has obtained, or will obtain, all necessary leases, permits, zoning waivers, variances, or other permissions, to allow for development of the Property and Project for the intended purpose for at least the Term. All necessary utilities, including but not limited to, telephone services, electric power, natural gas, storm sewers, sanitary sewer, and public potable water facilities are available, or will be available, to the Property and the Project at all times during the Term.

(b) To its knowledge, the Company is not, and will not during the Term, be in material violation of any laws, ordinances, regulations, rules, orders, judgments, decrees or other requirements imposed by any governmental authority to which the Property, Project or the Company is subject. The Company will obtain all requisite demolition, building, environmental and other permits necessary for the development of the Property and Project for the intended purpose during the Term, and the Company will not, during the Term, knowingly fail to obtain any other licenses, permits or other governmental authorizations necessary, to the ownership of its properties, or the conduct of its business, which violation or failure to obtain might materially and adversely affect the Company's business, profits, properties or condition (financial or otherwise).

**Section 2.7 Criminal or Civil Matters.** The Company affirms that to the best of its knowledge that it or its affiliates, subsidiaries, officers, directors, managerial employees, and any person who, directly or indirectly, holds a pecuniary interest in the Company of 20% or more: (i) do not have any criminal convictions incident to the application for or performance of a state contract or subcontract; and (ii) do not have any criminal convictions or have not been held liable in a civil proceeding, that negatively reflects on the person's business integrity, based on a finding of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or violation of state or federal antitrust statutes.

**Section 2.8 Conflict of Interest.** The Company affirms that there exists no actual or potential conflict of interest between the Company, the Company's key personnel or its key personnel's family, its business, or any financial interest and the performance by the Company under this Agreement. The Company affirms that it has, and during the Term, will have internal procedures in place to discover and internally manage any conflicts of interest between the Company's key personnel, its key personnel's family's, or business' financial interests and its activities under the Agreement. In the event of a change in its business or financial interests or the business and financial interests of key personnel or key personnel's family, or activities under this Agreement, the Company will inform the MSF regarding possible conflicts of interest that may arise as a result of such change that would conflict with the Company's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this Agreement. The Company agrees that conflicts of interest shall be resolved to the MSF's satisfaction. As used in this paragraph, "conflict of interest" shall include, but not be limited to, conflicts of interest that are defined under the laws of the State of Michigan.

The Company further affirms that neither the Company nor their officers, directors, managers, and members, or employees, have accepted, shall accept, have offered, or shall offer, directly or indirectly, anything of value to influence the MSF, MEDC, the MEDC's Executive Committee or their respective directors, participants, officers, agents or employees. The Company also affirms that neither the Company, nor any of its Affiliates or their officers, directors, managers, and members or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Company or its Affiliates, any fee, commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of this Agreement.

**Section 2.9 State and Authority Required Terms.** The Company shall comply with its representations, warranties, and obligations as required and set forth in Exhibit B.

**Section 2.10 Discharge of Obligations.** Unless contested in good faith and discharged by appropriate proceedings, the Company shall promptly pay and discharge all taxes, assessments, and governmental charges lawfully levied or imposed upon the Company or the Property (in each case before they become delinquent and before penalties accrue).

**Section 2.11 Change of Legal Status.** The Company shall (a) give the MSF and the Authority written notice of any change in its name, its state organizational identification number, if it has one, its type of organization, its jurisdiction of organization, and (b) not make any change in its legal structure that would, as a matter of law, affect its surviving obligations under this Agreement, without the prior written consent of the MSF and the Authority, which consent shall not be unreasonably withheld.

**Section 2.12 Project Completion and Investment.** The Company will Substantially Complete the Project at its sole expense on or before December 31, 2028 (the "Substantial Completion Date"). Under no circumstances shall the Authority or MSF have any responsibility or liability for remediation or redevelopment of the Property or for conducting any "Eligible Activities" at the Property. The Company estimates that the total development cost for the Project will be approximately \$63,000,000.

**Section 2.13 Changes to the Project.** The Company will provide written notice of any changes to the Project, including any modifications to the site plan and construction drawings, to the Contract Manager and the Authority. The Company will not make any material changes to the Project without the prior written approval of the MSF and the Authority. For the purposes of this Section 2.13, a change is considered material if it would modify the gross square footage of the Project by ten percent (10%) or more.

**Section 2.14 Ownership and Possession of the Property.** The Company affirms that:

(a) the Company is the fee owner of the Property; and

(b) the Company currently has rightful possession to all of the Property, and has the right to develop the Project on all of the Property.

**Section 2.15 Restrictive Covenant.** The Company agrees that while the Property will be developed for mixed uses, no portion of the Property shall be used by the Company at any time during the Term for any of the following purposes: any establishment engaged in the business of selling, exhibiting or delivering pornographic or obscene materials, paraphernalia commonly used for illegal drugs, off-track betting parlor, adult entertainment facility, or a massage parlor.

**Section 2.16 Employment Opportunities.** The Company will make every reasonable effort to work with Kalamazoo County and state and community employment agencies to hire Kalamazoo County residents for new employment opportunities created by the Project and to encourage the local contracting of construction and site related work. The Authority will provide the Company with appropriate service and/or employment agency contacts for identification of Kalamazoo County residents for potential employment.

**Section 2.17 Cooperation.** The Company shall assist and cooperate with the Authority, Treasury, and the MSF to provide information that the Authority, Treasury, or the MSF may reasonably require for reports to governmental or other agencies, including, but not limited to, information regarding the amount of Company expenditures and capital investments, jobs created, and square footage developed or rehabilitated with respect to the Project.

**Section 2.18 Payment of Administrative Costs.** The Company shall reimburse the Authority for its Administrative Costs and disbursements incurred in connection with the review, approval and administration of the Project Plan for this Project, including any further amendments thereto; the preparation and negotiation of this Agreement, as it may be amended from time to time; and all documents and matters related thereto, including future expense. The Company shall reimburse the Authority for such Administrative Costs within 30 days from the date that the Authority sends an invoice and request for payment to the Company. The Company may be eligible for reimbursement for such Administrative Costs from available Tax Increment Revenues in future years to the extent permitted by law and this Agreement.

**Section 2.19 MSF Administrative Fees.** The Company agrees to pay the MSF an annual Administrative Fee equal to Three Thousand Four Hundred Fifteen Dollars (\$3,415), on or before June 30th of each year. The first annual Administrative Fee is due on or before June 30, 2024. The Parties acknowledge and agree that the annual Administrative Fee shall cover the administrative expenses of both Treasury and MSF and will be allocated by and between MSF and Treasury consistent with the Memorandum of Understanding between MSF and Treasury ("MOU"). The Annual MSF Administrative Fee shall remain in effect until the completion of reimbursement from Construction Period Tax Capture Revenues, Income Tax Capture Revenues, and Withholding Tax Capture Revenues.

**ARTICLE III**

**REPRESENTATIONS AND COVENANTS OF THE MSF**

The MSF represents and warrants to the Company and the Authority as follows:

**Section 3.1 Organization.** The MSF is a public body corporate and politic within the Department of Labor and Economic Opportunity of the State of Michigan created under the Act. The MSF has the power and authority to enter into and perform its obligations under this Agreement.

**Section 3.2 Consent.** Except as disclosed in writing to the Company or as otherwise provided by law, no consent or approval is necessary from any governmental authority as a condition to the execution and delivery of this Agreement by the MSF or the performance of any of its obligations under this Agreement. This Agreement is valid, binding, and enforceable in accordance with its terms, except as limited by applicable bankruptcy, insolvency, moratorium, reorganization or other laws or principles of equity affecting the enforcement of creditors' rights generally or by general principles of equity.

## **ARTICLE IV**

### **REIMBURSEMENT FROM GRANT AND LOAN FUNDS**

**Section 4.1 Applications for Reimbursement from Loan Funds and Grant Funds.** The Authority will make disbursements from the Loan Funds and Grant Funds to the Company upon request of the Company and in accordance with the work plan and budgets submitted to and approved by EGLE and as permitted under the EGLE Loan Contract and Grant Contract. With each request for a disbursement of Loan Funds or Grant Funds (a "Loan/Grant Request"), the Company will provide sufficient documentation of the costs incurred, including the dates of each activity, a complete description of the work, proof of payment, detailed invoices for the all costs, 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 permitted under the EGLE Loan Contract or Grant Contract.

**Section 4.2 Approval Process for Loan and Grant Funds.** The Authority shall review each Loan/Grant Request with reasonable promptness after receiving such request. If the Authority determines that the documentation submitted by the Company is not complete, then the Company shall cooperate in the Authority's review by providing any additional documentation as deemed reasonable and necessary by the Authority in order to complete its review. Upon receipt and review of such supplemental materials, the Authority, through its Board of Directors at its next regularly scheduled meeting, shall make the determination of whether the disbursement is permissible under the EGLE Loan Contract or Grant Contract. If the Company wishes to challenge the determination of the Authority, 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 to the extent the same has been done in good faith. The Company 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 the County or the Authority as a result of any determinations made in good faith regarding whether or not any disbursement is permissible under the ELGE Loan Contract or Grant Contract, 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.

**Section 4.3 Method of Reimbursement of Loan/Grant Requests.** The Authority will reimburse the Company for approved Loan/Grant Requests from Loan Funds and Grant Funds by electronic transfer at wiring coordinates provided by the Company, or, if none are provided, by checks payable to and delivered by certified mail to:

Paper City Development, LLC  
Attn: Christopher C. Moore  
101 South Main Street  
Vicksburg, Michigan 49097

**Section 4.4 MSF Disclaimer.** The Company and Authority both acknowledge and agree that the MSF is not responsible for administration of the Grant Contract or the EGLE Loan and is not responsible for any disbursement, reimbursement, or repayment of Grant Funds or Loan Funds. The Company and Authority further acknowledge and agree that the MSF has no obligation to repay to EGLE any portion of the EGLE Loan owing now or in the future.

## ARTICLE V

### TAX CAPTURE CONDITIONS AND LIMITATIONS

**Section 5.1 Total Approved Reimbursement.** Any reimbursement by or on behalf of the Authority, the MSF, and Treasury shall only be for the cost of Eligible Activities and such reimbursement shall only occur to the extent that Tax Capture Revenues are generated by the Project. The total cost of Eligible Activities for reimbursement may not exceed \$30,074,426 absent an amendment to the TBP and Work Plan (the "Total Approved Reimbursement"), which may consist of the following sources of tax capture revenues:

- (a) Construction Period Tax Capture Revenues of \$738,521;
- (b) Income Tax Capture Revenues and Withholding Tax Capture Revenues up to a collective total of \$7,988,722, currently estimated as follows:
  - i. Income Tax Capture Revenues of \$2,371,597;
  - ii. Withholding Tax Capture Revenues of \$5,617,124;
- (c) Tax Increment Revenues of up to \$19,855,332, currently estimated as follows:
  - i. State Tax Capture Revenues of \$8,382,921;
  - ii. Local Tax Capture Revenues of \$11,472,411; and
- (d) Sales and Use Exemption of \$1,491,852.

**Section 5.2 Term of Agreement.** The Term of this Agreement shall begin on the Effective Date and shall continue through the end of both the capture and reimbursement periods described below:

(a) As to Tax Increment Revenues and Construction Period Tax Capture Revenues, capture may begin in 2024 and continue until the earlier of (i) full reimbursement to the Authority of its Administrative Costs, plus repayment of the EGLE Loan in full, plus reimbursement to the County Treasurer and the Company of Eligible Costs for Eligible Activities, plus making payments to the State Brownfield Redevelopment Fund, all as set forth in the Project Plan, or (ii) thirty (30) years from the beginning date of the capture of the Tax Increment Revenues. After all reimbursements are made, the Authority can capture up to five (5) additional full years of Tax Increment Revenues to be designated for the Local Brownfield Revolving Fund (the "Additional Authority Amount"); provided however, after 30 years from the beginning date of the capture of the Tax Increment Revenues, capture of the Additional Authority Amount shall only be from local (non-school) taxes and shall only continue for two (2) years or until the Additional Authority Amount reaches \$630,000, whichever occurs first, all as set forth in the Project Plan.

(b) As to Income Tax Capture Revenues and Withholding Tax Capture Revenues, capture may begin upon issuance of Certificate of Completion and continue until the earlier of (i) full

reimbursement to the Company of the maximum combined approved amount of Income Tax Capture Revenues and Withholding Tax Capture Revenues as set forth in Section 5.1 of this Agreement or (ii) twenty (20) years.

**Section 5.3 Use of Tax Capture Revenues.** The Company agrees that Tax Capture Revenues captured or transmitted under the Project Plan shall be used in accordance with Act 381 and the approved Project Plan for the following purposes:

(a) First, to make payments to the State Brownfield Redevelopment Fund in accordance with Section 13b(14) of Act 381, and to pay Administrative Costs to the Authority and Administrative Fees to the MSF, all as provided in the Project Plan;

(b) Second, to pay principal and interest on the EGLE Loan;

(c) Third, to reimburse the Company and the County Treasurer for the cost of Eligible Activities included in the Project Plan; and

(d) Fourth, if reimbursement has been made in full for the total cost of the Eligible Activities included in the Project Plan, then to make payments to the Local Brownfield Revolving Fund pursuant to Section 8 of Act 381

(e) Fifth, the cost of Eligible Activities identified in the Work Plan are intended to be reimbursed from Tax Capture Revenues generally, and there is no specific assignment of particular forms of Tax Capture Revenue to particular Eligible Activities, subject to any limitations set forth in Act 381.

(f) Sixth, the annual estimates of Tax Capture Revenues generated from each Project, and the estimated reimbursement for the cost of Eligible Activities for each Project as based on those Tax Capture Revenues, are estimates only.

**Section 5.4 Actual Capital Investment for Eligible Activities.**

(a) The cost of Eligible Activities does not include any costs incurred more than ninety (90) calendar days prior to approval of the Project Plan by the MSF on July 23, 2019. Only those Eligible Activities that are included in the Project Plan are eligible for reimbursement.

(b) On or before each July 1 during the Construction Period, the Company shall certify to the MSF the actual capital investment made by the Company through the previous calendar year for the Project (the "Interim Cost Certification") and provide the following information to the Contract Manager for review and verification:

- i. The Company shall provide copies of invoices, work orders, bills, and the corresponding evidence of payment, and any other documentation which itemizes in detail, and substantiates, the Interim Cost Certification Documentation reasonably sufficient to establish Developer's payments for Eligible Activities conducted in the preceding calendar year; provided, that a standard construction industry AIA "pay application" format shall be sufficient to meet the requirements of this Section 5.4(b).
- ii. Upon review and approval of the Company's Interim Cost Certification by the Contract Manager, the MSF will issue a Certificate for Construction Period Activities confirming that the Company may seek reimbursement of the Construction Period Tax Capture Revenues from Treasury and Tax Increment Revenues from the Authority.

(c) Upon completion of the Construction Period and before reimbursement of any Income Tax Capture Revenues or Withholding Tax Capture Revenues, the Company shall certify to the MSF the amount of actual capital investment made by the Company for the Project (the "Final Cost Certification") and provide the following information to the Contract Manager for review and verification:

- i. Copies of invoices, work orders, bills, and the corresponding evidence of payment, and any other documentation which itemizes in detail, and substantiates, that the Company actually incurred the Minimum Capital Investment at the Project Documentation reasonably sufficient to establish Developer actually incurred the Minimum Capital Investment at the Project; provided, that a standard construction industry AIA "pay application" format shall be sufficient to meet the requirements of this Section 5.4(c).
- ii. A true and correct copy of an unconditional certificate(s) of occupancy for all residential units of the Project from the appropriate governmental authority empowered to exercise jurisdiction over the Project, or if such jurisdiction does not issue a certificate(s) of occupancy or an equivalent thereto, evidence satisfactory to the Contract Manager that the Project has passed all inspections and received all approvals which are conditions precedent to the use and occupancy of the Project, and temporary certificate(s) of occupancy, conditional certificate(s) of occupancy, or the jurisdictional equivalents thereto, in lieu of unconditional certificate(s) of occupancy for all remaining units (retail and commercial, as applicable) with the only work remaining to be performed being tenant improvements to be performed by or on behalf of the tenants.
- iii. A copy of a title insurance policy issued to the most recent lender of the Company, or a title search or title commitment for the Property, (collectively, the "Title Work"), in each instance issued by a reputable title insurance company licensed to do business in the State of Michigan, along with all supporting documents, in each case bearing an effective date of search results, or otherwise updated, through the Final Cost Certification, and otherwise in form and substance acceptable to the Contract Manager. The Title Work must be satisfactory to the Contract Manager, including without limitation, that the real estate taxes and utility bills for the Property have been paid through the last bills then due, and that the Property is free from construction liens or other encumbrances, in each case except as may be permitted in the sole discretion and in writing by the Contract Manager, and under such further conditions as may be required in the sole discretion of the Contract Manager. Such further conditions may include without limitation, terms and conditions as to the status of ownership of the Property, requiring payment and proof of payment of taxes and utility bills, requiring payment and proof of payment or other acceptable removal of construction liens or other encumbrances on the Property (including requiring the Company to provide its own sworn statement evidencing all construction costs for the Project and the status of payment thereof, and copies of all lien waivers, and other sworn statements, affidavits and records from the Company, contractors, subcontractors, suppliers, and material men to the Project
- iv. If, after audit and verification of the Company's Final Cost Certification, the Contract Manager determines that the Company has achieved the Minimum Capital Investment, the MSF will provide the Company and Treasury with a Certificate of Completion confirming that the Company has achieved the Minimum Capital Investment and is otherwise in compliance with the terms of this Agreement.

**Section 5.5 Procedures for Reporting and Reimbursement.**

- (a) The Company shall submit the following reports during the Term of the Agreement:



- i. Sales and Use Tax Exemption Reporting. Within sixty (60) days of the end of each calendar year during the Construction Period the Company shall submit a report to the MSF that details the actual value of the Sales and Use Tax Exemption realized by the Company in the immediately preceding calendar year. Within sixty (60) days of the conclusion of the construction period the Company shall submit a final report to the MSF detailing the total actual value of the Sales and Use Tax Exemption realized by the Company during the construction period.
- ii. Construction Period Tax Capture Reporting. On or before May 1 of each calendar year during the Construction Period, the Company shall provide the following information to Treasury (the "Annual Construction Period Tax Capture Report"):
  - A. The information necessary to calculate the Construction Period Tax Capture, including the Federal Employer Identification Number for the ultimate employer of the worker, the employer's name, the last four digits of each worker's Social Security Number, the worker's taxable compensation for the year (Box 1 on the form W-2), the percentage of time the worker was physically present and working within the eligible property, and the wages eligible for capture (W-2 wages times percentage of time within eligible property). Wages paid for work performed by the worker within the eligible property may also be calculated by taking the days worked times the worker's daily wage less tax-exempt payroll deductions.
  - B. The complete information for each employee must be submitted in a format that is easily accessible with Microsoft Excel, either as an Excel spreadsheet or as a delimited text file.
  - C. A review or reconciliation of the computation of eligible wages for the Construction Period Tax Capture must be submitted in order to support the amount reported. A copy of the review or reconciliation should be attached with the Company's transmission of employee information.
  - D. Residents of states with a reciprocal agreement with Michigan (Ohio, Indiana, Illinois, Kentucky, Minnesota, and Wisconsin) are not eligible to count toward calculation of the Construction Period Tax Capture and should not be included in the list of employees.
  - E. The State Treasurer may require a review or reconciliation of the Annual Construction Period Tax Capture Report by an independent auditing firm, with the cost of any such review or reconciliation being the sole responsibility of the Company.
- iii. Tax Capture Period Reporting. On or before February 28 of each calendar year during the Tax Capture Period, the Company shall provide the following information to Treasury:
  - A. Income Tax Information: The information necessary to calculate Income Tax Capture Revenues including the name of the tax filer and spouse (if applicable) domiciled within the eligible property, the last four digits of the tax filer and spouse's Social Security Number, the full address of the residence, and the date of occupancy. The complete information for each tax filer for which the Company seeks Income Tax Capture Revenues must be submitted in a format that is easily accessible with Microsoft Excel, either as an Excel workbook or as a delimited text file.
  - B. Withholding Tax Information: The information necessary to calculate Withholding Tax Capture Revenues including the employee's name, the last four digits of the employee's Social Security Number, the total Michigan withholding for the tax year, the

percentage of time worked for the employer that was spent working within the eligible property, and the withholding from work performed within the eligible property. The Michigan withholding for the tax year should match the Michigan withholding reporting on Form W-2. If an employee only works at the employer's location within the eligible property, then full amount of the withholding should be reported as withholding from work within the eligible property. The complete information for each employee must be submitted in a format that is easily accessible with Microsoft Excel, either as an Excel workbook or as a delimited text file.

(b) During the Construction Period, Treasury will reimburse the Company from available Construction Period Tax Capture Revenues in accordance with the following conditions:

- i. The Company must provide Treasury with a copy of the applicable Certificate for Construction Period Activities covering the portion of the Construction Period for which it seeks reimbursement.
- ii. Construction Period Tax Capture Revenues will be available to reimburse the Company only to the extent such revenues are reported to Treasury on the Annual Construction Period Tax Capture Report.
- iii. The amount of Construction Period Tax Capture Revenues available for reimbursement shall be calculated using the methodology set forth in Section 2(i) of the Act.

(c) After the MSF issues a Certificate of Completion, Treasury will reimburse the Company from available Income Tax Capture Revenues and Withholding Tax Capture Revenues in accordance with the following conditions:

- i. The Company must provide Treasury with a copy of the Certificate of Completion.
- ii. The amount of Income Tax Capture Revenues available for reimbursement shall be calculated using the methodology set forth in Section 2(dd) of the Act.
- iii. The amount of Withholding Tax Capture Revenues available for reimbursement shall be calculated using the methodology set forth in Section 2(III) of the Act.

(d) The Authority will reimburse the Company from available Tax Increment Revenues ("TIR Reimbursement Payments") in accordance with the following conditions:

- i. For any TIR Reimbursement Payments sought by the Company during the Construction Period, the Company must provide the Authority with a copy of the applicable Certificate for Construction Period Activities covering the portion of the Construction Period for which it seeks reimbursement along with any additional information that the Authority may reasonably request. For TIR Reimbursement Payments sought by the Company after the Construction Period, the Company must provide the Authority with a copy of the Certificate of Completion.
- ii. After both summer and winter taxes are captured and collected on the Property, the Authority shall reimburse its Eligible Costs and Administrative Costs and pay approved Eligible Costs to the Company from Tax Increment Revenues that are generated from the Property in accordance with the Project Plan and Section 5.3 of this Agreement, to the extent taxes have been captured and are available for that fiscal year. In the event there are insufficient Tax Increment Revenues available in any given year to reimburse

all of the Authority's and the Company's Eligible Costs, then the Authority shall reimburse the Authority or the Company only from available Tax Increment Revenues. The Company shall not be entitled to receive any interest on amounts for which reimbursement is requested under this Agreement.

- iii. The Authority will reimburse the Company for Eligible Costs by electronic transfer at wiring coordinates provided by the Company or as set forth in Section 4.3 of this Agreement.
- iv. The Company must submit all requests for TIR Reimbursement Payments within ninety (90) days following issuance of the Certificate of Completion by MSF.
- v. The Authority shall review each request for TIR Reimbursement Payments with reasonable promptness after receiving such request. If the Authority determines that the documentation submitted by the Company is not complete, then the Company shall cooperate in the Authority's review by providing any additional documentation reasonably requested by the Authority in order to complete its review. Upon receipt and review of such supplemental materials, the Authority, through its Board of Directors, shall consider the request at its next regularly scheduled meeting. If the Company wishes to challenge the determination of the Authority to deny a request for TIR Reimbursement Payments, it shall provide written notice to the Authority within fifteen (15) days of the determination, and the issue shall be brought to the Authority within forty-five (45) days thereafter for redetermination. If the Company disagrees with the Authority's redetermination, the Company may pursue a civil action and/or any of its other legal remedies under law. Notwithstanding the foregoing, the Company hereby grants the individual board members, officers, agents, and employees of the County and the Authority, a complete release and waiver of any claims or causes of action as a result of the foregoing determination of the Authority.

(e) On or before October 10 of the Construction Period and each year for which it seeks reimbursement of Tax Increment Revenues, Income Tax Revenues, or Withholding Tax Revenues, the Company shall submit to the Contract Manager a Progress Report. The Progress Report shall be an all-encompassing report and include a description of the activities undertaken by the Company during the preceding twelve (12) months and submission of all data required for the MSF and the Authority to comply with its governmental and legislative reporting obligations, including reporting the following for the previous twelve (12) months:

- i. the amount of financial support other than State resources;
- ii. the actual amount of private investment attracted to the Project;
- iii. the total actual amount of square footage revitalized or added by the Project. The square footage must be reported by category, including, but not limited to, commercial, residential, or retail (and if applicable, the actual number of residential units revitalized or added by the Project);
- iv. the aggregate increase in taxable value of all property subject to this Agreement when established and recorded by the local units of government;
- v. the total actual number of residential units revitalized or added by the Project;
- vi. the projected number of both new and retained jobs and the projected average annual salary for bot, the new and retained jobs for the Project; and

- vii. the actual number of both new and retained jobs and the actual average annual salary for both, the new and retained jobs for the Project.

**Section 5.6 Adjustments.** The Parties acknowledge that adjustments regarding the amount of Construction Period Tax Revenues, Tax Increment Revenues, Income Tax Revenues, or Withholding Tax Revenues paid to the Company may occur under any of the following circumstances:

(a) In the event that a State agency of competent jurisdiction conducting an audit of payments made to the Company under this Agreement or a court of competent jurisdiction determines that any portion of the payments made to the Company under this Agreement is unlawful, the Company shall repay to the Authority or Treasury, as applicable, that portion of the payments made in error within thirty (30) days of receipt of written notice from the Authority or Treasury, as applicable.

(b) In the event the Company or any other owner of any portion of the Property files an appeal with the Michigan Tax Tribunal related to the taxable value of parcels of Property included in the Project Plan or otherwise initiates, participates in, or supports any proceeding or process which results in a reduction of the taxable value of parcels of Property included in the Project Plan, the following steps will be taken:

- i. The Authority will issue TIR Reimbursement Payments based on the lowest taxable value being sought pursuant to the appeal.
- ii. Any Tax Increment Revenue that is collected but not issued as a result of a tax appeal shall be held in a separate account of the Authority until the pending appeal is fully adjudicated.
- iii. Once a tax appeal is adjudicated, the Authority will either return the escrowed funds to the local unit in compliance with any tax appeal rulings or will issue TIR Reimbursement Payments in accordance with Section 5.5(d) of this Agreement.

(c) If the Authority (1) incurs Administrative Costs or other costs on behalf of the Company with respect to the Project, the Property, or this Agreement and (2) the Company initiates, participates in, or supports any proceeding or process which results in a reduction or delay of the tax increment capture for the Project from that projected in the Project Plan, the Company will fully reimburse the Authority for such Administrative Costs within thirty (30) days following written demand from the Authority.

## **ARTICLE VI**

### **DEFAULTS AND REMEDIES**

**Section 6.1 Events of Default.** Each of the following shall constitute an Event of Default:

(a) any representation or warranty made by the Company in support of this Agreement was incorrect at the time that such representation was made in any material respect, including without limitation, any information provided in the Application, any reports due under Section 5.5, or the representations and covenants set forth in Article II;

(b) any material failure by the Company to comply with any of the terms, covenants and conditions on its part to be performed under the EGLE Loan Reimbursement Agreement (an "EGLE Loan Default"), provided if curable, the Company shall have the opportunity to cure this Event of Default to the satisfaction of the Authority within the Cure Period;

(c) any material failure by the Company to comply with any of the terms, covenants and conditions on its part to be performed under this Agreement (other than an EGLE Loan Default), provided if curable, the Company shall have the opportunity to cure this Event of Default to the satisfaction of the MSF Fund Manager and Authority within the Cure Period;

(e) the taking via condemnation or similar governmental action of all or a substantial part of the Property or Project which taking has a material adverse effect on the development of the Project, or the use of the Property or Project for the intended purpose;

(f) any unappealable or irrevocable action taken by any governmental authority that would materially and adversely affect timely progression of work or development of the Project, or the use of the Property or Project for the intended purpose;

(g) the institution of, or any agreement in lieu of, a foreclosure action against the Property or the Project or any part thereof and failure of the Company to cause such action to be terminated within thirty (30) calendar days of its institution;

(h) the institution of any proceeding, or agreement in lieu of, seeking a termination of the Company's interest in the Property

(i) the Company is in material default, violation, breach, or non-compliance, of any kind or nature under: (i) any agreement or requirement, including submission of reports, with the MEDC, or any department or agency within the State (including without limitation, the Department of Licensing and Regulatory Affairs, the EGLE, the Department of Treasury, the MSF, (ii) the EGLE Loan Reimbursement Agreement, or (iii) any agreement with any person or entity ("Other Agreement"), which violation, default, breach, or non-compliance under such Other Agreement has a material adverse effect on the development of the Project, or the use of the Property or Project for the intended purpose, in each case which is not cured by the Company to the satisfaction of the Contract Manager and the Authority within thirty (30) business days after written notice thereof by the Contract Manager or within such longer period of time as determined in the sole discretion, and pursuant to the written notice, of the Contract Manager;

(j) any voluntary bankruptcy or insolvency proceedings are commenced by the Company;

(k) any involuntary bankruptcy or insolvency proceedings are commenced against the Company, which proceedings are not set aside within sixty (60) calendar days from the date of institution thereof;

(l) the filing of a claim of lien against the Property that is not bonded off or otherwise resolved to the satisfaction of the Contract Manager and the Authority; or

(m) any failure by the Company to timely and completely pay real and personal property taxes (or industrial facilities taxes, if applicable) including all penalties, interest, and other amounts due in relation thereto when due. For purposes of clarity, to be considered timely paid for the purposes of this Agreement, taxes must be paid before the date on which taxes can no longer be paid without penalties or interest.

**Section 6.2 Available Remedies.** Reimbursements from Grant Funds, Loan Funds TBP Revenues, and Tax Increment Revenues may be suspended upon the occurrence and continuation of an Event of Default. This Agreement may be terminated by the MSF or the Authority if the Event of Default remains uncured upon expiration of an applicable Cure Period. The suspension or termination of reimbursement to the Company or termination of this Agreement are not intended to be the sole and exclusive remedies available to the MSF or the Authority, as applicable, and each remedy shall be

cumulative and in addition to every other provision or remedy given herein or now or hereafter existing at law, in equity, by statute or otherwise, including all remedies under the EGLE Loan Reimbursement Agreement. The Company shall also pay all costs and expenses, including, without limitation, reasonable attorney's fees and expenses incurred by the MSF or the Authority, as applicable, in collecting any sums due the MSF or Authority, as applicable, under this Agreement, in enforcing any of its rights under this Agreement, or in exercising any available remedies. In addition, if the Company fails to Substantially Complete the Project as required by this Agreement and the Project Plan or the Company otherwise defaults prior to Substantial Completion of the Project, the Company shall pay back to the Authority and Treasury, as applicable, any Grant Funds, Loan Funds, Tax Increment Revenues or Construction Period Tax Revenues paid to the Company during the Construction Period.

## **ARTICLE VII**

### **MISCELLANEOUS**

**Section 7.1 Notice.** Any notice or other communication under this Agreement shall be in writing and sent by e-mail, or fax, or first class mail, postage prepaid, or by courier to the respective Party at the address listed at the beginning of this Agreement or such other last known addresses, fax numbers or e-mail accounts, and shall be deemed delivered upon receipt.

**Section 7.2 Entire Agreement.** This Agreement, together with the Exhibits, sets forth the entire agreement of the Parties with respect to the subject matter, and supersedes all prior agreements, understandings and communications, whether written or oral, with respect to the subject matter of this Agreement.

**Section 7.3 Counterparts; Facsimile/Pdf Signatures.** This Agreement may be signed in counterparts and delivered by fax or in pdf form or other electronic format, and in any such circumstances, shall be considered one document and an original for all purposes.

**Section 7.4 Severability.** All of the clauses of this Agreement are distinct and severable and, if any clause shall be deemed illegal, void or unenforceable, it shall not affect the validity, legality or enforceability of any other clause or provision of this Agreement.

**Section 7.5 Captions.** The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement.

**Section 7.6 Governing Law.** This Agreement is a contract made under the laws of the State, and for all purposes shall be governed by, and construed in accordance with, the laws of the State.

**Section 7.7 Relationship between Parties.** The Company and its officers, agents and employees shall not describe or represent themselves as agents of the State, the Authority, the MSF, or the MEDC to any individual person, firm or entity for any purpose.

**Section 7.8. Successors and Assigns.** The MSF may at any time assign its rights in this Agreement. The Company may not assign its rights or obligations under this Agreement without the prior written consent of the MSF. The terms and conditions of this Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

**Section 7.9 Waiver.** A failure or delay in exercising any right under this Agreement will not be presumed to operate as a waiver unless otherwise stated in this Agreement, and a single or partial exercise of any right will not be presumed to preclude any subsequent or further exercise of that right or the exercise of any other right.

**Section 7.10 Termination of Agreement.** Except as to this Article VII and the terms of Exhibit B which shall survive indefinitely, and except as to other terms and conditions which shall survive as provided in this Agreement, this Agreement shall terminate at the end of the Term.

**Section 7.11 Amendment.** This Agreement may not be modified or amended except pursuant to a written instrument signed by the Company, the Authority, and the MSF.

**Section 7.12 Publicity.** At the request and expense of the MSF or the MEDC, the Company will cooperate with the MSF or the MEDC to promote the Project through one or more of the placement of a sign, plaque, media coverage or other public presentation at the Project or other location acceptable to the Parties. The Company will place a development sign provided by the Authority to promote the Project and the Authority's participation and support of the Project. The sign shall be returned to the Authority upon completion of the Project. The Company authorizes the Authority, the MSF or the MEDC to cite or use any renderings, photographs, or other materials of the Project as an example of private/public partnership and brownfield site redevelopment.

**Section 7.13 Legislative Authorization.** This Agreement is governed by and subject to the restrictions set forth in the Act. In the event that there is legislation enacted in the future which alters or affects the amount of Tax Increment Revenues subject to capture, Eligible Properties, or Eligible Activities, then the Company's rights and the obligations of MSF and the Authority under this Agreement may be modified accordingly by agreement of the Parties.

*(remainder of page intentionally left blank)*

The Parties have executed this Agreement effective on the Effective Date.

**PAPER CITY DEVELOPMENT, LLC**

\_\_\_\_\_  
By:  
Its:

**KALAMAZOO COUNTY BROWNFIELD  
REDEVELOPMENT AUTHORITY**

\_\_\_\_\_  
By:  
Its:

**STATE TREASURER**

\_\_\_\_\_  
By:  
Its:

**MICHIGAN STRATEGIC FUND**

\_\_\_\_\_  
By:  
Its:



**EXHIBIT A****DEFINED TERMS**

- (a) **"Act"** or **"Act 381"** means the Brownfield Redevelopment Financing Act, MCL 125.2651 et seq.
- (b) **"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.
- (c) **"Administrative Fee"** means the fee paid by the Company to the MSF
- (d) **"Agreement"** means this Agreement, including the Exhibits to this Agreement.
- (e) **"Annual Construction Period Tax Capture Report"** means the report more particularly described in Section 5.5(a)(ii) of this Agreement, and otherwise in form and substance required from time to time by the MEDC.
- (f) **"Application"** means the Application for approval of the Project Plan, dated June 28, 2019, submitted by the Company to the MEDC.
- (g) **"Auditor General"** means the auditor general of the State of Michigan.
- (h) **"Authority"** means the Kalamazoo County Brownfield Redevelopment Authority.
- (i) **"Certificate of Completion"** means the certificate more particularly described in Section 5.4(c)(iv) of this Agreement and issued by the MSF upon verification that the Company has achieved the Minimum Eligible Investment.
- (j) **"Company"** means the entity as identified in the preamble.
- (k) **"Confidential Information"** has the meaning set forth in Section B.1 of Exhibit B.
- (l) **"Construction Period"** means the period during which construction, renovation, or other improvement of the Property in accordance with the Project Plan occurs.
- (m) **"Construction Period Tax Capture Revenues"** has the meaning set forth in Section 2(i) of the Act, MCL 125.2652(i).
- (n) **"Contract Manager"** means that individual person designated by the MSF Fund Manager from time to time to provide administrative services for the MSF under this Agreement.
- (o) **"County"** means Kalamazoo County, Michigan.
- (p) **"County Treasurer"** means the office of the Treasurer, Kalamazoo County, Michigan.
- (q) **"Cure Period"** means within thirty (30) business days after written notice by the MSF Fund Manager (or by the Authority with respect to an EGLE Loan Default), or within such longer period of time as determined in writing and at the sole discretion of the MSF Fund Manager (or at the sole discretion of the Authority with respect to an EGLE Loan Default), but, unless approved by the MSF and Authority, not longer than 180 calendar days.

- (r) **“Due Care Activities”** has the meaning set forth in Section 2(m) of the Act, MCL 125.2652(m).
- (s) **“Effective Date”** has the meaning set forth in the preamble.
- (t) **“EGLE Loan”, “EGLE Loan Contract”, “EGLE Loan Funds” and “EGLE Loan Reimbursement Agreement”** have the meanings set forth in Recital G, and **“EGLE Loan Default”** has the meaning set forth in Section 6.1(b).
- (u) **“Eligible Activities”** has the meaning set forth in Section 2(o) of the Act, MCL 125.2652(o)
- (v) **“Eligible Costs”** means the costs incurred by the Company in conducting Eligible Activities.
- (w) **“Eligible Property”** has the meaning set forth in Section 2(p) of the Act, MCL 125.2652(p).
- (x) **“Event of Default”** means any one or more of those events described in Section 6.1.
- (y) **“Exhibit”** means each of the documents or instruments attached to this Agreement.
- (z) **“Final Cost Certification”** means a final written report describing in detail the Eligible Costs incurred by the Company for the Project and which includes a certification signed by an authorized officer of the Company that the Company is in full compliance with the terms and conditions of the Agreement and that any supporting documentation provided in support of the Final Cost Certification is complete and accurate.
- (aa) **“Grant Contract”** has the meaning set forth in Recital F of this Agreement.
- (bb) **“Income Tax Capture Revenues”** has the meaning set forth in Section 2(dd) of the Act, MCL 125.2652(dd).
- (cc) **“Indemnified Persons”** has the meaning set forth in Section B.4 of Exhibit B.
- (dd) **“Interim Cost Certification”** means the interim written reports describing in detail the Eligible Costs incurred by the Company for the Project for the reporting period and which includes a certification signed by an authorized officer of the Company that the Company is in full compliance with the terms and conditions of the Agreement and that any supporting documentation provided in support of the Final Cost Certification is complete and accurate.
- (ee) **“Key Personnel”** means the Company or its Affiliates, subsidiaries, officers, directors, managerial employees, and any person who, directly or indirectly, holds a pecuniary interest in the Company of 20% or more.
- (ff) **“MEDC”** has the meaning set forth in Recital B.
- (gg) **“Minimum Capital Investment”** means the Company’s investment of \$15,000,000 on the Property.
- (hh) **“MSF”** has the meaning set forth in the preamble.
- (ii) **“MSF Fund Manager”** means the person designated by the Board of Directors of the MSF from time to time to serve as the manager for the MSF programs.
- (jj) **“Party”** or **“Parties”** has the meaning set forth in the preamble.

- (kk) "**Progress Report**" means the annual report submitted no later than October 10th of each year during the Term that consists of the quantitative or numerical data required by the Act, as more particularly described in Section 5.5 of this Agreement, and otherwise in form and substance required from time to time by the MEDC.
- (ll) "**Project**" has the meaning set forth in Recital E of this Agreement.
- (mm) "**Project Plan**" means the document attached to this Agreement as Exhibit C.
- (nn) "**Property**" has the meaning set forth in Recital D of this Agreement.
- (oo) "**Sales and Use Tax Exemption**" means an exemption from the general sales tax.
- (pp) "**State**" means the State of Michigan.
- (qq) "**Substantial Completion**" or "**Substantially Complete**" means (i) completion of all environmental due diligence, Due Care Activities, and Additional Response Activities, (ii) refurbishment and restoration of the historic mill structure, demolition of non-historic structures on the Property, and completion of restoration and improvements to the grounds surrounding the mill and throughout the Property, in each case as described in the Project Plan, in accordance with all plans and specifications, as amended and approved from time to time, and (iii) issuance of a certificate of occupancy, where necessary, by the applicable governmental authority.
- (rr) "**Substantial Completion Date**" has the meaning set forth in Section 2.12 of this Agreement.
- (ss) "**Tax Capture Revenues**" means Tax Increment Revenues and TBP Revenues.
- (tt) "**Tax Increment Revenues**" has the meaning set forth in Section 2(eee) of the Act and, for purposes of this Agreement, includes school taxes and local (non-school) taxes, MCL 125.2652(eee).
- (uu) "**TBP Revenues**" has the meaning set forth in Recital M of this Agreement.
- (vv) "**Term**" has the meaning set forth in Section 5.2 of this Agreement.
- (ww) "**TIR Reimbursement Payments**" has the meaning set forth in Section 5.5(d) of this Agreement.
- (xx) "**Title Work**" has the meaning set forth in Section 5.4(c)(iii).
- (yy) "**Total Approved Reimbursement**" has the meaning set forth in Section 5.1 of this Agreement.
- (zz) "**Township**" means Schoolcraft Township, Michigan.
- (aaa) "**Treasury**" means the Michigan Department of Treasury.
- (bbb) "**Village**" means the Village of Schoolcraft, Michigan.
- (ccc) "**Withholding Period Tax Capture Revenues**" has the meaning set forth in Section 2(III) of the Act, MCL 125.2652(III).

**EXHIBIT B****STATE AND AUTHORITY REQUIRED TERMS**

**Section B.1 Confidentiality.** In connection with the transactions contemplated by this Agreement, the MSF, the MEDC or their representatives may obtain, or have access to all information or data concerning the business, operations, assets or liabilities of the Company. The Company stipulates that all petitions and documentation submitted by the Company 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., unless acknowledged as confidential by the MSF in accordance with this Section B.1 Under MCL 125.2005(9), the MSF Board has authority, upon the Company's request, to acknowledge financial or proprietary Company information as confidential. If the MSF acknowledges Company information as confidential (the "Confidential Information"), the MEDC and the MSF agree that they and their representatives will use the Confidential Information solely for the purpose of administering this Agreement, and that the Confidential Information will be kept strictly confidential and that neither the MEDC, the MSF, nor any of their representatives will disclose any of the Confidential Information in any manner whatsoever. However, the MSF or the MEDC may disclose Confidential Information: (i) to such of its representatives who need such information or data for the sole purpose of administering the MBDP and the transactions contemplated by this Agreement; (ii) to the extent required by applicable law (including, without limitation, the Michigan Freedom of Information Act); (iii) if, before the Effective Date, such information or data was generally publicly available; (iv) if after the Effective Date, such information or data becomes publicly available without fault of or action on the part of the MSF, the MEDC or its representatives; and (v) in all other cases, to the extent that the Company gives its prior written consent to disclosure. This Section shall survive indefinitely.

**Section B.2 Access to Records and Inspection Rights.** During the Term of the Grant, there will be frequent contact between the Contract Manager, or other MEDC, MSF, Treasury or representative of the State, and the Company. Until the end of the Term of the Agreement, to enable the Auditor General, the Department of Technology, Management and Budget (the "DTMB"), the MSF, the MEDC or Treasury to monitor and ensure compliance with the terms of this Agreement, the Company shall permit the Auditor General, the DTMB, the MSF, the MEDC, or Treasury to visit the Company, and any other location where books and records of the Company are normally kept, to inspect the books and records, including financial records and all other information and data relevant to the terms of this Agreement,; provided, however, that such audit right shall survive the end of the Term of the Agreement by three (3) years. At such visits, the Company shall permit the Auditor General, the DTMB, the MSF, the MEDC, or Treasury to make copies or extracts from information and to discuss the affairs, finances and accounts of the Company related to this Agreement with its officers, employees or agents. Notwithstanding anything to the contrary, any information and data that the Company reasonably determines is Confidential Information shall be reviewed by the Auditor General, the DTMB, the MSF, the MEDC, and Treasury at the offices of the Company and the Auditor General, the DTMB, the MSF, the MEDC, or Treasury shall have the right to remove, photocopy, photograph or otherwise record in any way any part of such books and records with the prior written consent of the Company, which consent shall not be unreasonably withheld.

**Section B.3 Non-Discrimination and Unfair Labor Practices.** In connection with this Agreement, the Company agrees not to discriminate against any employee or applicant for employment, with respect to their hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability unrelated to the individual's ability to perform the duties of the particular job or position. The Company further agrees that every subcontract entered into for performance of this Agreement will contain a provision requiring nondiscrimination in employment, as specified in this Agreement, binding upon each subcontractor. This covenant is

required under the Elliot Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, *et seq.*, and the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, *et seq.*, and any breach thereof may be regarded as a material breach of this Agreement.

Under 1980 PA 278, MCL 423.321, *et seq.*, the State shall not award a contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled under MCL 423.322. The United States Labor Relations Board compiles this information. The Company shall not enter into a contract with a subcontractor, manufacturer, or supplier whose name appears in this register. Under MCL 423.324, the State may void any contract if, subsequent to the award of the contract, the name of the Company as an employer, or the name of a subcontractor, manufacturer, or supplier of the Company appears in the register.

**Section B.4 Indemnification and Hold Harmless.** Except for their respective obligations to process reimbursements as required in this Agreement, the Authority, MSF, the State, the MEDC, its Executive Committee and their respective directors, participants, officers, agents and employees (collectively, the "Indemnified Persons") shall not be liable to the Company for any reason. The Company shall indemnify and hold the Authority, the State, the MSF, and the MEDC and other Indemnified Person harmless against all claims asserted by or on behalf of any individual person, firm or entity (other than an Indemnified Person), arising or resulting from, or in any way connected with this Agreement or any act or failure to act by the Company under the Agreement, including all liabilities, costs and expenses, including reasonable counsel fees, incurred in any action or proceeding brought by reason of any such claim. The Company shall also indemnify the Authority, the MSF, the MEDC and other Indemnified Person from and against all costs and expenses, including reasonable counsel fees, lawfully incurred in enforcing any obligation of the Company under this Agreement.

The Company shall have no obligation to indemnify an Indemnified Person under this Section if a court with competent jurisdiction finds that the liability in question was solely caused by the willful misconduct or gross negligence of the Authority, the MSF, the MEDC or other Indemnified Person, unless the court finds that despite the adjudication of liability, the Authority, the MSF, the MEDC or other Indemnified Person is fairly and reasonably entitled to indemnity for the expenses the court considers proper. The Authority, the MSF, the MEDC and the Company agree to act cooperatively in the defense of any action brought against the MSF, the MEDC or another Indemnified Person to the greatest extent possible.

Performance of the Company's obligations contemplated under this Agreement is within the sole control of the Company and its employees, agents and contractors, and an Indemnified Person shall have no liability in tort or otherwise for any loss or damage caused by or related to the actions or failures to act, products and processes of the Company, its employees, agents or contractors. This Section shall survive indefinitely.

**Section B.5 Jurisdiction.** The parties shall make a good faith effort to resolve any controversies that arise regarding this Agreement. If a controversy cannot be resolved, the parties agree that any legal actions concerning this Agreement shall be brought in the Michigan Court of Claims or, as appropriate, Ingham County Circuit Court in Ingham County, Michigan. The Company acknowledges by signing this Agreement that it is subject to the jurisdiction of this court and agrees to service by first class or express delivery wherever the Company resides, in or outside of the United States. This Section shall survive indefinitely.

**EXHIBIT C**  
**PROJECT PLAN**

[attached]

**EXHIBIT D****PROPERTY LEGAL DESCRIPTIONS****PIN # 14-13-305-050 (W HIGHWAY VICKSBURG, MI 49097)**

P 13-9-2 SEC 13-4-11 NW1/4 SW1/4 LYING S OF GT W RR \*

**PIN # 14-13-340-010 (VAC VICKSBURG, MI 49097)**

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**PIN # 14-13-340-050 (HIGHWAY ST VICKSBURG, MI 49097)**

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**PIN # 14-13-340-060 (HIGHWAY ST VICKSBURG, MI 49097)**

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**PIN # 14-13-355-019 (E W A VE (VAC) VICKSBURG, MI 49097)**

Sec 13-4-11 SW 1/4 SW 1/4 lying Sly of RR ROW exc S 871.2 ft of W 500 ft thereof\*\* SPLIT ON 02/12/2011 FROM 14-13-355-010;

**PIN # 14-13-380-010 ((REAR-VAC) VICKSBURG, MI 49097)**

P 13-11 SEC 13-4-11 THAT PART OF NE 1/4 SW 1/4 & N 1/2 SE 1/4 SW 1/4 LYING S OF GTRR ROW EC BEG ON N & S 1/4 LI 73 R 6 FTS OF C 1/4 POST TH S ALG SD 1/4 LI 47 R TH W 18 R TH N 47 R TH E 18 R TO BEG ALSO EX BEG ON N & S 1/4 LI 6.78 CG S OF C 1/4 POST SD PT ALSO BEING ON S LI GTRR ROW TH S ALG SD 1/4 LI 11.61 CH TH W 4.51 CH TH N PAR TO SD 1/4 LI 10.04 CH TO GTRR TH NE ALG SD ROW 4.82 CH TO BEG \* 29.33 A

**PIN # 14-13-405-295 (W WASHINGTON ST VICKSBURG, MI 49097)**

BRIGGS ADDN TO VICKSBURG THAT PART OF LOTS 1 & 2 OF UNNUMBERED BLOCK & THAT PART OF UNNUMBERED LOT LYING N OF THE EXT W OF S LI WASHINGTON ST & THAT PART OF VACATED CLAY ST & VACATED WASHINGTON ST WHICH LIES SWLY OF A 66FT WIDE PCL THE CL OF WHICH IS DESC AS BEG ON S LI BRIGGS ST 82.5 FT E OF W LI THE BOULEVARD TH SELY ALG CURVE LT 58.13 FT (RAD 250 FT CHD BEAR S 43DEG20'27" E 58F) TH S 50DEG E 35.49 FT TH SELY ALG CURVE

RT 261.8 FT (RAD 1000 FT CHD BEAR S 42DEG 30'E 261.05 FT) TH S 35DEG E 107.17 FT TH SELY ALG CURVE LT 239.98 FT (RAD 250 FT CHD BEAR S 62DEG 30'E 230.87 FT) TH E 220.25 FT TO A PT 384 FT E OF E LI VACATED CLAY ST & 51 FT N OF S LI VACATED WASHINGTON ST ALSO BEING PL ENDING\* \*\*SPL FR 07-405-290 TO 07-405-292 AND 405-295 W94

**PIN # 14-13-470-036 (W HIGHWAY ST Vicksburg, MI 49097)**

VILLAGE OF VICKSBURG UNPLATTED SEC 13-4-11 BEG AT S 1/4 POST TH N ALG N & S 1/4 LI 440 FT TH W 399 FT TH N 220 FT TH E 102 FT TH N 140.56 FT TH E 459.33 FT TH N PAR WI N & S 1/4 LI 385 FT TH W 439.31 FT TH N PAR WI N & S 1/4 LI TO A PT ON WLY EXT OF S LI OF WASHINGTON ST TH S 89DEG03'16"E ALG SD EXT AND ON S LI OF WASHINGTON ST 729.98 FT TH S 01DEG02'W 34.25 FT TH S 13DEG18'E 252.31 FT TH S 88DEG58'32"E 220.47 FT TH N 08DEG29'01"E 281.17 FT TO S LI OF WASHINGTON ST TH E ALG S LI 231.44 FT TO CTR LI OF PORTAGE CREEK TO A PT 753.76 FT E OF N & S 1/4 LI AND 478.5 FT N OF S LI OF SEC TH ALG SD CTR LI TO A PT 478.5 FT N OF S SEC LI TH W PAR WI S SEC LI 69.43 FT TH S PAR WI N & S 1/4 LI 478.5 FT TO S SEC LI TH W THEREON 684.42 FT TO BEG 2009 LOT LINE ADJ 13-470-035 & 040 INTO 13-470-036 & 041

**PIN # 14-13-470-038 (W HIGHWAY ST Vicksburg, MI 49097)**

VILLAGE OF VICKSBURG UNPLATTED SEC 13-4-11 COM AT S 1/4 POST TH N 00 DEG 02 MIN 15 SEC W ALG N & S 1/4 LI 440 FT TH S 89 DEG 41 MIN 38 SEC W 295 FT TH N 00 DEG 02 MIN 15 SEC W 360.56 FT TO POB TH CON'T N 00 DEG 02 MIN 15 SEC W 385 FT TH N 89 DEG 57 MIN 37 SEC E 459.31 FT TH S 00 DEG 02 MIN 23 SEC E 385 FT TH S 89 DEG 57 MIN 37 SEC W 459.33 FT TO BEG. \*4.06 AC



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## Memo

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

**FROM:** Jeff Hawkins, Vice President/Senior Hydrogeologist, Therese Searles, Senior Geologist

**DATE:** December 21, 2023

**RE:** General/LBRF Funding Updates

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

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

Update:

*General Review:* At the November 16, 2023, KCBRA meeting, the Board voted to approve the 200 Lee Street Part II application, also known as the 555 Eliza Street Expansion LBRF Loan request for \$394,500. The approval was contingent upon the terms detailed in the LBRF Request memo prepared by Fishbeck. KCBRA staff is drafting the Loan Repayment Agreement and has requested a summary table of activities that detail the total estimated cost of each activity and cost incurred to date. Clarklogic has provided the potential costs and are working on gathering invoices and proof of payment.

Fishbeck had a meeting with KCBRA staff on an Authority outcome report which Fishbeck will be preparing.

*Contractual Administrative Support:* No activities to report this month.

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

Update:

At the time Young Women's Christian Association (YWCA) of Kalamazoo, Michigan entered into the purchase agreement for the building located at 550 S. Riverview Drive, Parchment, Michigan, YWCA was unaware of the potential cost associated with addressing VI concerns. YWCA is in need of leveraging funding sources to complete the assessment, design, and installation of the Vapor Mitigation System (VMS). Requested funding through the County's EPA Assessment Grant for assessment, planning and design of a VMS was approved in July.

Fishbeck conducted a Phase II Environmental Site Assessment (ESA) of the property on June 7, 2023, to evaluate the Recognized Environmental Conditions (RECs) identified in the May 17, 2023, Phase I ESA. The Phase II ESA sampling indicated that volatile organic compounds (VOCs), specifically TCE and PCE, were detected on the property in both soil and groundwater at levels exceeding Non-Residential Volatilization to Indoor Air Pathway (VIAP) Screening Levels. PCE was also detected in soil gas beneath the existing building at levels approaching VIAP Screening Levels.

The soil and groundwater data indicate that there is a potential for a vapor intrusion exposure for the structure. While the soil gas data suggest that the Vapor Intrusion Pathway is not currently complete, the results are based on a one-time sampling event. Current EGLE guidance requires four quarterly sampling events without VIAP exceedances in order to eliminate the Vapor Intrusion Pathway for the subject building.

YWCA has reservations in occupying the building that may risk the health of its employees, clients, tenant, and visitors without taking steps to mitigate the potential Vapor Intrusion (VI) risk. In order to address this potential risk, YWCA will require the presumptive remedy of installing a Vapor Mitigation System (VMS). Fishbeck concurs that this is a reasonable approach considering the time restraints related to occupancy of the building and the uncertain outcome of future sampling that may or may not resolve this concern. YWCA has requested funding support through the KCBRA LBRF to complete the installation of the VMS. The project application and budget request of \$100,000 through the use of the County's LBRF was approved in July. Work Order 2023-2 was approved by the KCBRA Board in October detailing the scope of the approved budget. YWCA approved the design of the Vapor Mitigation System. Fishbeck prepared bidding specifications and held a contractor walkthrough on Monday December 11, 2023. Only one of the four bid submittal contractors was able to attend. In the prepared bid specifications, bids were scheduled to be due on December 29, 2023 with all work completed by February 16, 2024. As requested by the bidders who have interest in the project, Fishbeck will be scheduling a second site walkthrough and have extended the bid submittal date to January 5, 2023; the work completion date will remain as February 16, 2024.

General Environmental Review  
Budget and Cost Summary

Number Project	W.O.	Site/Phase	Budget Estimates		Invoice #	Invoice Date	Actual		Task Budget Remaining	Total Budget Remaining			
			Total	County Funding			Invoice Amount						
230454	2023-1	General Environmental Review	\$ 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	\$568.00						
					<b>Project Subtotal</b>	<b>\$ 14,000.00</b>	<b>\$ 14,000.00</b>			<b>\$11,571.81</b>		<b>\$2,428.19</b>	
					<b>Contractual Administrative</b>	<b>\$ 6,000.00</b>	<b>\$ 6,000.00</b>	421238	3/16/2023	\$315.00			
								423214	5/10/2023	\$288.75			
		<b>Project Subtotal</b>	<b>\$ 6,000.00</b>	<b>\$ 6,000.00</b>			<b>\$603.75</b>			<b>\$5,396.25</b>			
		<b>Project Total</b>	<b>\$20,000.00</b>	<b>\$20,000.00</b>			<b>\$12,175.56</b>			<b>\$7,824.44</b>			
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	\$1,662.50	\$8,763.00	\$8,763.00			
			Contingency Amendment #3 - \$6,500	\$ 6,500.00	\$ 6,500.00	05625	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			
			<b>Project Subtotal</b>	<b>\$ 13,208.00</b>	<b>\$ 13,208.00</b>	05787	9/6/2019	\$36.00	\$6,828.25	\$6,828.25			
						06215	1/7/2020	\$26.25	\$6,802.00	\$6,802.00			
						06239	2/7/2020	\$131.25	\$6,670.75	\$6,670.75			
						06442	3/19/2020	\$210.00	\$6,460.75	\$6,460.75			
						06579	5/12/2020	\$113.75	\$6,347.00	\$6,347.00			
						06655	6/17/2020	\$52.50	\$6,294.50	\$6,294.50			
						06714	7/9/2020	\$105.00	\$6,189.50	\$6,189.50			
						06808	8/11/2020	\$76.75	\$6,112.75	\$6,112.75			
						06895	9/8/2020	\$52.50	\$6,060.25	\$6,060.25			
						06994	10/12/2020	\$446.25	\$5,614.00	\$5,614.00			
						07086	11/5/2020	\$55.25	\$5,558.75	\$5,558.75			
						07163	12/7/2020	\$183.75	\$5,375.00	\$5,375.00			
						07282	1/14/2021	\$645.73	\$4,729.27	\$4,729.27			
						07465	3/9/2021	\$446.25	\$4,283.02	\$4,283.02			
						07514	4/8/2021	\$301.77	\$3,981.25	\$3,981.25			
						07869	6/21/2021	\$402.00	\$3,579.25	\$3,579.25			
						07764	6/16/2021	\$26.25	\$3,553.00	\$3,553.00			
						07955	8/9/2021	\$78.75	\$3,474.25	\$3,474.25			
						08127	10/6/2021	\$26.25	\$3,448.00	\$3,448.00			
						08659	2/18/2022	\$52.50	\$3,395.50	\$3,395.50			
						08768	3/10/2022	\$26.25	\$3,369.25	\$3,369.25			
						08840	4/8/2022	\$262.50	\$3,106.75	\$3,106.75			
						08975	5/10/2022	\$172.50	\$2,934.25	\$2,934.25			
						09125	6/18/2022	\$28.75	\$2,905.50	\$2,905.50			
						09390	8/18/2022	\$57.50	\$2,848.00	\$2,848.00			
						09618	10/12/2022	\$86.25	\$2,761.75	\$2,761.75			
						09744	11/9/2022	\$373.75	\$2,388.00	\$2,388.00			
						09866	12/12/2022	\$50.00	\$2,338.00	\$2,338.00			
			421239	3/16/2023	\$28.75	\$2,309.25	\$2,309.25						
			423213	5/10/2023	\$86.25	\$2,223.00	\$2,223.00						
			424171	6/8/2023	\$1,437.50	\$808.00	\$808.00						
		<b>Project Subtotal</b>				<b>\$13,100.00</b>			<b>\$108.00</b>				
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				
					06985	9/8/2020	\$115.00	\$33,218.75	\$33,218.75				
					06982	10/12/2020	\$297.50	\$32,921.25	\$32,921.25				
					07042	11/5/2020	\$52.50	\$32,868.75	\$32,868.75				
					07162	12/7/2020	\$78.75	\$32,790.00	\$32,790.00				
					07346	2/5/2021	\$52.50	\$32,737.50	\$32,737.50				
					07464	3/9/2021	\$282.50	\$32,455.00	\$32,455.00				
					07515	4/8/2021	\$35.00	\$32,420.00	\$32,420.00				
					07670	5/21/2021	\$700.00	\$31,720.00	\$31,720.00				
					07866	8/9/2021	\$131.25	\$31,588.75	\$31,588.75				
					08051	9/14/2021	\$26.25	\$31,562.50	\$31,562.50				
					08355	12/7/2021	\$210.00	\$31,352.50	\$31,352.50				
					08767	3/10/2022	\$288.75	\$31,063.75	\$31,063.75				
					08839	4/8/2022	\$383.75	\$30,680.00	\$30,680.00				
					08976	5/10/2022	\$28.75	\$30,651.25	\$30,651.25				
					09126	6/13/2022	\$86.25	\$30,565.00	\$30,565.00				
		422268	4/17/2023	\$28.75	\$30,536.25	\$30,536.25							
		<b>Project Subtotal</b>				<b>\$9,653.75</b>			<b>\$30,346.25</b>				
210178	2021-2	3800 Wynn Road, Kalamazoo Twp.	\$ 21,000.00	\$ 21,000.00	09138	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	2/16/2022	\$130.00	\$7,057.02	\$7,057.02				
					09079	6/9/2022	\$225.00	\$6,832.02	\$6,832.02				
					<b>Project Subtotal</b>				<b>\$14,167.98</b>			<b>\$6,832.02</b>	
					<b>Phase II ESA</b>	<b>\$ 15,000.00</b>	<b>\$15,000.00</b>	09138	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					
		<b>BEA/Due Care</b>	<b>\$ 3,000.00</b>	<b>\$3,000.00</b>	09138	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					
		<b>Contingency</b>	<b>\$ 3,000.00</b>	<b>\$3,000.00</b>									
231417	2023-2	YWCA, 550 S. Riverview Drive, Parchment - VMS Installation	\$ 100,000.00	\$100,000.00						\$100,000.00			
<b>Total Project Budgets</b>			<b>\$194,208.00</b>	<b>\$194,208.00</b>			<b>\$49,097.29</b>			<b>\$145,110.71</b>			

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## Memo

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

**FROM:** Jeff Hawkins, Vice President/Senior Hydrogeologist, Therese Searles, Senior Geologist

**DATE:** December 21, 2023

**RE:** FY21 EPA Grant Updates and Invoices

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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**

**Update:**

Project updates to ACRES were made and meeting materials were prepared. A budget amendment request (W.O. 2, Amendment No 2) was approved by the KCBRA Board last month to finish out the remaining activities in the grant period.

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

Redman Ventures, LLC has a purchase agreement in place with the Kevin and Shannon Brown to purchase the property located at 6667 Stadium Drive. The Browns had a previous work order (W.O.7) approved by the KCBRA under the project name Watershed LLC. W.O.7 is complete. The property consists of one parcel that is approximately 1.33 acres and is developed with a 3,726-square-foot former schoolhouse building that was constructed in 1870 and located at 6667 Stadium Drive in Oshtemo Township. The southern addition to the former schoolhouse building was constructed in the 1950s. Also, an approximately 5,700-square-foot former bus garage exists on the property. Years without use and significant water intrusion have caused the structure to become severely dilapidated and unsafe in its current condition. The KCBRA approved a project application submitted by Robert Redman and an associated work order to complete a Phase I ESA, Asbestos Survey, and Brownfield Plan evaluation activities. Eligibility for the site was received, the HASP accepted, and SAP approved by the USEPA for the property for assessment under the previous developer. U.S. EPA eligibility was received on May 12, 2023. The HASP was accepted and the SAP was approved by the USEPA on June 13, 2023. Updated documents were presented to the EPA Project Officer for accurate record retention. The Phase I ESA has been completed for the purchasing entity to comply with All Appropriate Inquiry. An Asbestos Survey will determine if any asbestos-containing materials exist that will require abatement prior to renovations/interior demolition. The asbestos survey report has been finalized and furnished to Redman Ventures, LLC with a copy forwarded on to the USEPA. Brownfield Plan evaluation activities consist of working with the township assessor to determine anticipated Future Taxable Value, work with the developer to anticipated eligible costs and run TIF modeling to

determine if a Brownfield Plan would be an appropriate tool for this project. Brownfield Plan evaluation activities are underway. Fishbeck has met with Mr. Redman to determine anticipated eligible costs, timeline and investment estimates to begin conversations with the Assessor. Mr. Redman is gathering materials and submitting them to Fishbeck as he gets them prepared.

**3. Midlink Business Park Expansion – Comstock Charter Township**  
**Project No: 230923 – W.O. 10 and W.O. 14**

**Update:**

The project developer (5200 East Cork Street Investors, LLC) requested an amendment to the Midlink Brownfield Plan to include funding for eligible expenses related to constructing a new 165,000-square-foot speculative warehouse/light manufacturing building on 14 acres of surplus land at Midlink Business Park.

The new construction will result in an increase in available tax increment revenues. Work Order 10 approved project planning activities associated with a Brownfield Plan Amendment to accommodate additional costs related to the expansion. U.S. EPA eligibility was received on May 12, 2023. A summary of the planning activities, including remaining reimbursable expenses, sequencing of reimbursement, and timing considerations were presented to the KCBRA at the July regular meeting. Work Order 14 approved preparation of the Brownfield Plan Amendment. The KCBRA also approved a project application from Schupan to include their development activities into the Brownfield Plan Amendment. Amendment #4 to the Midlink Brownfield Plan has been prepared and the KCBRA recommended the Plan Amendment for approval at the September KCBRA regular meeting. Comstock Township passed a resolution of support of the Brownfield Plan Amendment on October 16, 2023. The Plan Amendment was formally adopted by the County Board of Commissioners, following the Public Hearing, on November 21, 2023

**4. Comstock Center Redevelopment – 10 parcels at King Highway and River Street, Comstock Charter Township**  
**Project No: 230924 – W.O. 8**

**Update:**

Comstock Charter Township desires to redevelop 10 parcels at the southeast corner of King Highway and River Street in Comstock Center into a mixed-use redevelopment. At this time, neither a specific plan nor a developer have been identified. It has been determined that assessment will inform the redevelopment needs and assist in moving the project forward. Comstock Charter Township has engaged with each property owner regarding site access for assessment purposes. The KCBRA approved a project application requesting funding support through the use of the County's U.S. EPA Assessment Grant to conduct Phase I and II Environmental Site Assessments (ESAs), and if applicable to a pending property transaction, a Baseline Environmental Assessment (BEA), Due Care Documentation, and preparation of a Brownfield Plan. U.S. EPA eligibility was received on May 12, 2023. The Phase I ESA is complete and identified five Recognized Environmental Conditions (RECs) related to former site uses of laundromat and automotive services, a former machine shop, and one parcel with documentation of a tank but no record of removal or assessment. Fishbeck has met with Steve Deisler of Comstock Township and the three property owners to secure access agreements to complete Phase II assessment activities to address the identified RECs. A HASP and SAP were prepared and submitted to the USEPA. After back and forth communication with EPA to address some initial questions, approval of SAP has been obtained. The Phase II ESA report has been completed and issued to Comstock Township detailing the results of the GPR survey to assess the former tank on the east section of the property along King Highway, Geoprobe soil boring installation to assess soil and groundwater across three identified areas of the site, and vapor pin installation and sampling within the

two commercial buildings associated with the site. The Phase II ESA results identified select metals in soil on two of the parcels at levels in excess of EGLE cleanup criteria. The identified exceedances do not represent a potential for unacceptable health exposures under current site conditions but indicate further assessment/limited response may be appropriate if residential redevelopment is considered on lots that are currently commercial.

At the request of Comstock Township three summary letters for each of the three separate property owners were prepared by Fishbeck discussing the Phase II ESA results specific to their parcels. Additionally, Fishbeck will be conducting in-person and virtual meetings with Comstock Township and each of the property owners to discuss the Phase II ESA results. The Board should be aware that the additional communication/correspondences necessary throughout this project, inclusive of EPA, Comstock Township, and property owners, has been beyond what was anticipated at the time the work order was prepared and has resulted in additional expenditures beyond approved estimates. Discussion should be held regarding remaining scope needs and budget.

**5. Eliza Street Expansion/200 Lee Street – Village of Schoolcraft**  
**Project No: 230914 – W.O. 9**

**Update:**

This is a property where the Kalamazoo County BRA has previously had a significant role in supporting redevelopment. 555 Eliza Street is a Clarklogic-owned property. A vacant parcel to the south of Eliza Street is being redeveloped with a 126,000-square-foot warehousing building. As construction began, unsuitable soils were encountered which will require offsite disposal. There is also concern that about the environmental condition of the site and specifically if vapor mitigation controls are required for this new construction. Services related to soil management and assessing vapor intrusion considerations will not be funded through the EPA grant and will be covered under KCBRA general environmental services.

A Brownfield Plan is in place for this site. The new construction will result in an increase in available tax increment revenues. A Brownfield Plan Evaluation was approved by the KCBRA to have Fishbeck work with the local Assessor to estimate future tax revenues and provide the Authority with different schedules to show how the future taxes can be used to pay for costs previously incurred by the Authority, costs previously incurred by Clarklogic, loan repayment obligations the County has to EGLE, and future costs related to this development. This evaluation will also aid the Authority in considering any request for the use of Local Brownfield Revolving Funds.

Fishbeck has received total project eligible costs from Clarklogic, an estimated Future Taxable Value (FTV) from the Assessor for the Village of Schoolcraft, and conducted TIF modeling. Fishbeck presented to the KCBRA Board at the October meeting an evaluation of new activities within the existing Brownfield Plan and it was determined that an Amendment is not needed. The developer has submitted an updated project application increasing the LBRF funding request. At the November 16, 2023, KCBRA meeting, the Board voted to approve the 200 Lee Street Part II application, also known as the 555 Eliza Street Expansion LBRF Loan request for \$394,500. The approval was contingent upon the terms detailed in the LBRF Request memo prepared by Fishbeck. KCBRA staff is drafting the Loan Repayment Agreement and has requested a summary table of activities that detail the total estimated cost of each activity and cost incurred to date.

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

**Update:**

Hollander Development Corporation (Hollander), in partnership with Mt. Zion Baptist Church of Kalamazoo, has been awarded low-income tax credits to develop a 70-unit multi-family apartment community for seniors in Kalamazoo's Northside Neighborhood. The community is designed as a sustainable development that provides much needed affordable housing options and allows residents to age in place. The property consists of 14 current parcels that will be combined and addressed as 730 N. Burdick Street. Phase I and II Environmental Site Assessments have already been completed. Sampling has identified existing contamination, but further cleanup planning is needed to safely reuse the site and support redevelopment. The KCBRA approved Work Order 12 to include Fishbeck preparing a Response Activity Plan (ReSAP), inclusive of the development of a conceptual site model (CSM) that details all available environmental data for the project site and discusses potential unacceptable contaminant exposure pathways relative to the planned redevelopment of the site. The ReSAP will be prepared to satisfy requirements by the Michigan State Housing Development Authority (MSHDA) for tax credit support for the planned development. The plan will present a detailed description of response activities that will be undertaken to eliminate unacceptable exposures. The preparation of the CSM, including a discussion of proposed response activities, is critical to efficiently communicating site conditions with the EGLE. Once completed, the ReSAP will be submitted to EGLE for review and concurrence that the property is, or will be, safe for its planned end use following the completion of necessary response activities to mitigate unacceptable risk for all complete exposure pathways.

The KCBRA approved Work Order 12 also includes conducting brownfield cleanup planning activities, including communicating with regulatory agencies and evaluating leveraged funds to support safe reuse of the site. Fishbeck prepared an eligibility demonstration that was submitted to the USEPA. Following some questions on site ownership, an amended eligibility demonstration was prepared and concurrence on eligibility was received from the USEPA. The CSM has been prepared and submitted to EGLE with KCBRA staff receiving a copy. Concurrent with our discussions with EGLE to determine appropriate content to receive approval of the ReSAP, were discussions about potential EGLE support of a Grant or Loan to fund installation of a proposed Vapor Mitigation System (VMS) (not funded through the KCBRA). The EGLE response to the request for State funding to install a VMS was to indicate that the preference of the State would be to provide funding to complete additional sampling/characterization ideally demonstrating that a VMS was not necessary. Therefore, portions of KCBRA funding authorized for VMS design has been utilized to engage EGLE on current site conditions and scope of sampling assessment necessary to demonstrate VMS is not required for new construction. As a result of these efforts, EGLE funding has been secured for pre-investigation (preparation of HASP and SAP), field investigation, and reporting (Investigation report, ReSAP, and DDCC). The level of effort to gather information to support development of the sampling strategy was funded under the cleanup planning portion of approved EPA assessment grant funds and all activities completed to date support the ultimate goal of EGLE approval of a ReSAP. Activities funded by EGLE will not be utilizing KCBRA funds. The focus of the KCBRA approved funds is now on cleanup planning and those activities are winding down. There is still a need for preparation of a Baseline Environmental Assessment, and it is unclear whether EGLE will support those costs for preparation of a BEA.

## **7. YWCA – 550 S. Riverview, Parchment, Michigan**

### **Project No: 231417 – W.O. 13**

#### **Update:**

Young Women's Christian Association (YWCA) of Kalamazoo, Michigan is requesting funding for assessment, planning and design of a vapor mitigation system ("Project") for the building located at 550 S. Riverview Drive, Parchment, Michigan ("Property"). The Property was occupied by Advia Credit Union ("Advia") and served as its headquarters. Advia's headquarters have now moved and the Property is listed for sale. The YWCA has entered into a purchase agreement with Advia, and is in the process of completing its due diligence before making a



decision about whether to purchase the Property. Recent sampling undertaken during the due diligence period has detected hazardous substances present at the Property, some of which may have the potential to volatilize into the building (vapor intrusion, or “VI”). The YWCA is not willing to occupy the Building and risk the health of its employees, clients or tenant (Advia plans to lease and occupy a small part of the Building) without taking steps to mitigate the VI risk. The YWCA is seeking funding from the Authority to pay for the costs of this VI assessment and cleanup planning.

The KCBRA approved Work Order 13 at the July KCBRA meeting to seek concurrence with U.S. EPA on eligibility, prepare a Health and Safety Plan (HASP), and a Sampling and Analysis Plan (SAP) for the site. Additional services include Pressure Field Extension (PFE) testing to assess the building conditions and system requirements. Further cleanup planning involves the design of the vapor mitigation system (VMS). A budget for project management inclusive of coordination and communication regarding the EPA grant related costs is also included in this work order. Costs associated with the actual installation of the VMS are not included in the EPA grant request. The costs associated for installation of the VMS were approved for support by the KCBRA using the County’s LBRF. A separate work order for the use of LBRF funds will be prepared at the appropriate time.

Eligibility was received for the site on August 9, 2023. In preparing to initiate PFE testing, it was determined that additional sampling is not needed to conduct the PFE testing and design the VMS. Since no physical sampling will occur, a SAP is not required to be submitted to the USEPA. A HASP has been created for field staff to safely access the site. As the site was not yet owned by YWCA, authorization to access the site was needed and was received. PFE testing was completed on September 5, 2023. YWCA has since closed on the property. Fishbeck has evaluated the test data and the VMS design specifications have been completed and submitted to YWCA, KCBRA staff, and forwarded to the EPA. Therefore, the EPA grant supported activities are wrapping up, but a final invoice is still forthcoming.

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

### **Update:**

The property will be redeveloped by the owner, J&J Property Investing, LLC, to establish the Urban Exposure Initiative, whose mission is to promote entrepreneurial experiences and increase access to healthy foods and farming practices for people negatively impacted by inequities in local housing, healthcare, employment, and food systems. The vision for redevelopment includes creating a working year-round urban farm and attached micro grocery store/café to bring food closer to the community. The first floor will include spaces for the micro-grocery/café/smoothie shop with classes offered to teach about hydroponic growing techniques. There will also be space for a therapy office on the first floor. The second floor is anticipated to be redeveloped into one residential unit. The Urban Exposure Initiative is working with Kalamazoo Valley Community College and the Edison Neighborhood Association to bring this vision forward. Some steps have already been taken toward redevelopment. Known asbestos-containing floor tile was properly abated; however, a comprehensive asbestos building survey has not been conducted. There is also suspected lead paint in the building. The KCBRA approved Work Order 15 at the September board meeting to complete eligibility, prepare a Health and Safety Plan (HASP) and Sampling and Analysis Plan (SAP), and perform a Hazardous Materials Inspection (HMI, consisting of an asbestos survey and limited paint chip sampling). It is intended that this property will become part of a City of Kalamazoo Brownfield Plan. Brownfield Plan evaluation activities are also approved in this Work Order to work with the city assessor to determine anticipated Future Taxable Value and run TIF modeling to determine if a Brownfield Plan would be an appropriate tool for this project. After the evaluation is complete, preparation of a Brownfield Plan was also approved, if deemed appropriate through the evaluation, to allow for the reimbursement of eligible activities needed to redevelop the property. Eligibility was received from the USEPA on



October 24, 2023. A HASP and SAP has been prepared and submitted to the USEPA. The Sampling and Analysis Plan was approved on November 21, 2023. Field work for the HMI has been completed, analytical results received and evaluated and the report is being finalized.

**9. 702 W. Michigan Avenue, Kalamazoo, Michigan**  
**Project No: 231766 – W.O. 16**

**Update:**

Bobby Hopewell desires to redevelop a downtown Kalamazoo commercial property located at 702 W. Michigan Avenue. The property is an approximately 1,800-square-foot former automotive service station believed to have been developed in the early 1900s and located on a 0.16-acre parcel downtown in a historic area. Redevelopment plans are not finalized but intend to recognize the community's desire for more entertainment and dining venues and will likely include selective interior demolition. Mr. Hopewell has site access control for the purposes of assessment prior to acquisition. Limited Phase II assessment data exists. A project application has been submitted to and accepted by the KCBRA requesting funding support through the use of the County's U.S. Environmental Protection Agency (U.S. EPA) Assessment Grant.

The scope of services approved in Work Order 16 consists of obtaining U.S. EPA eligibility, State of Michigan petroleum eligibility determination, Phase I and II Environmental Site Assessments (ESAs), and if needed a Baseline Environmental Assessment (BEA), Due Care Documentation, and Brownfield Plan evaluation activities and preparation of a Brownfield Plan. A request for a petroleum eligibility determination from the State of Michigan has been prepared and submitted and the determination was received on October 23, 2023. An eligibility demonstration for hazardous substances has also been prepared and submitted to the USEPA and eligibility approval was received on October 24, 2023. A HASP and SAP have been prepared and approved by the USEPA for sampling activities (Phase II ESA, HMI). The Phase I ESA and Hazardous Materials Inspection (HMI) are complete and reports have been furnished. All field activities for Phase II ESA activities are complete. The project is paused indefinitely as the seller chose not to move forward with the existing purchase agreement which ended December 1, 2023. Fishbeck worked to expedite the environmental assessment process, which included time for EPA approvals, and while reports could not be finalized by this date, all environmental data was provided by December 1st. Mr. Hopewell requested more time from the seller to finalize layered funding sources and offered to enter into a new purchase agreement with the seller. However, the seller did not accept this offer. At this point, Fishbeck is finalizing the Phase II report since all field work has been completed. No additional services will be completed under the existing approved EPA grant work order beyond finalizing the Phase II ESA report.



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

					Invoice Total	09860	12/12/2022	\$	3,865.38				
					Invoice Total	09922	1/5/2023	\$	400.46				
					Invoice Total	420293	2/16/2023	\$	115.95				
					Invoice Total	421241	3/16/2023	\$	573.53				
					Invoice Total	422260	4/13/2023	\$	945.75				
					Invoice Total	423212	5/10/2023	\$	1,214.35				
					Invoice Total	426223	8/7/2023	\$	3,109.00				
					Project Subtotal			\$	22,000.00	Project Subtotal	\$	-	
<b>230922</b>	<b>7</b>	<b>2,3</b>	<b>Watershed LLC - 6667 Stadum Drive, Oshtemo Township</b>	<b>\$ 8,000.00</b>									
					Project Subtotal	424169	6/8/2023	\$	548.40	Project Subtotal	\$	7,451.60	
											\$	7,451.60	
										Budget Returned	\$	-	
										Budget Remaining	\$	-	
					Invoice Breakdown								
		2	Eligibility and Asbestos Survey	\$ 5,000.00		424169	6/8/2023	\$	548.40	Phase Subtotal	\$	4,451.60	
					Phase Subtotal			\$	548.40				
		3	Brownfield Plan Evaluation	\$ 3,000.00						Phase Subtotal	\$	3,000.00	
					Phase Subtotal			\$	-				
<b>230924</b>	<b>8</b>	<b>1,2,3</b>	<b>Comstock Charter Township, Comstock Center Redevelopment</b>	<b>\$ 30,000.00</b>	Invoice Total	424166	6/8/2023	\$	1,696.79				
					Invoice Total	426125	7/19/2023	\$	2,303.21				
					Invoice Total	426220	8/7/2023	\$	597.55				
					Invoice Total	427544	9/7/2023	\$	818.33				
					Invoice Total	429028	10/9/2023	\$	1,322.63				
					Invoice Total	429757	11/2/2023	\$	10,523.93				
					<b>Invoice Total</b>	<b>431498*</b>	<b>12/12/2023</b>	<b>\$</b>	<b>1,064.25</b>				
					Project Subtotal			\$	18,326.69	Project Subtotal	\$	11,673.31	
					Invoice Breakdown								
		1	Eligibility and Phase I	\$ 4,000.00		424166	6/8/2023	\$	1,696.79				
						426125	7/19/2023	\$	2,303.21	Phase Subtotal	\$	-	
					Phase Subtotal			\$	4,000.00				
		2	Phase II	\$ 18,000.00		426220	8/7/2023	\$	597.55				
						427544	9/7/2023	\$	818.33				
						429028	10/9/2023	\$	1,322.63				
						429757	11/2/2023	\$	10,523.93				
						431498	12/12/2023	\$	1,064.25	Phase Subtotal	\$	3,673.31	
					Phase Subtotal			\$	14,326.69				
		2	Bea/Due Care	\$ 4,000.00						Phase Subtotal	\$	4,000.00	
					Phase Subtotal			\$	-				
		3	Brownfield Plan	\$ 4,000.00						Phase Subtotal	\$	4,000.00	
					Phase Subtotal			\$	-				
<b>230914</b>	<b>9</b>	<b>3</b>	<b>555 Eliza Street Schoolcraft Expansion</b>	<b>\$ 15,000.00</b>	Invoice Total	424168	6/8/2023	\$	730.55				
					Invoice Total	425256	7/10/2023	\$	731.87				
					Invoice Total	426224	8/7/2023	\$	1,036.37				
					Invoice Total	427444	9/7/2023	\$	1,058.96				
					Invoice Total	429203	10/10/2023	\$	546.65				
					Invoice Total	430075	11/6/2023	\$	1,487.00				
					<b>Invoice Total</b>	<b>431026*</b>	<b>12/4/2023</b>	<b>\$</b>	<b>549.45</b>				
					Project Subtotal			\$	6,140.85	Project Subtotal	\$	1,859.15	
					Invoice Breakdown								
		3	Brownfield Plan Evaluation	\$ 8,000.00		424168	6/8/2023	\$	730.55				
						425256	7/10/2023	\$	731.87				
						426224	8/7/2023	\$	1,036.37				
						427444	9/7/2023	\$	1,058.96				
						429203	10/9/2023	\$	546.65				
						431026	12/4/2023	\$	549.45	Phase Subtotal	\$	3,346.15	
					Phase Subtotal			\$	4,653.85				
		3	Brownfield Plan Amendment	\$ 7,000.00						Phase Subtotal	\$	7,000.00	
					Phase Subtotal			\$	-				
										Phase Budget Returned	\$	7,000.00	
										Phase Budget Remaining	\$	-	
<b>230923</b>	<b>10,14</b>	<b>3</b>	<b>Midlink Business Park Expansion</b>	<b>\$ 12,500.00</b>	Invoice Total	424164	6/8/2023	\$	480.25				
					Invoice Total	426124	7/19/2023	\$	1,525.78				
					Invoice Total	426219	8/7/2023	\$	862.34				
					Invoice Total	427542	9/7/2023	\$	488.16				
					Invoice Total	429024	10/9/2023	\$	2,733.55				
					Invoice Total	429753	11/2/2023	\$	375.49				
					<b>Invoice Total</b>	<b>431433*</b>	<b>12/7/2023</b>	<b>\$</b>	<b>71.63</b>				
					Project Subtotal			\$	6,537.20	Project Subtotal	\$	2,819.33	
					Invoice Breakdown								
		10	Project Planning Associated with Plan Amendment	\$ 6,500.00		424164	6/8/2023	\$	480.25				
						426124	7/19/2023	\$	1,525.78				
						426219	8/7/2023	\$	862.34				
						427542	9/7/2023	\$	488.16	Phase Subtotal	\$	3,143.47	
					Phase Subtotal			\$	3,356.53				
										Phase Budget Returned	\$	3,143.47	
										Phase Budget Remaining	\$	-	
		14	Brownfield Plan Amendment	\$ 6,000.00		429024	10/9/2023	\$	2,733.55				
						429753	11/2/2023	\$	375.49				
					Phase Subtotal			\$	3,109.04	Phase Subtotal	\$	2,890.96	







## PUBLIC NOTICE

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

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

The KCBRA is scheduled to meet on the following dates in **2024**:

January 25, 2024  
February 22, 2024  
March 28, 2024  
April 25, 2024 Annual meeting  
May 23, 2024  
June 27, 2024  
July 25, 2024  
August 22, 2024  
September 26, 2024  
October 24, 2024  
November 21, 2024 (Note: 3rd Thursday)  
December 19, 2024 (Note: 3rd Thursday)

Meetings of the Kalamazoo County Brownfield Redevelopment Authority (KCBRA) 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 KCBRA 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 KCBRA. Individuals with disabilities requiring auxiliary aids or services should contact the KCBRA by writing or calling:

Macy Rose Walters  
Brownfield Redevelopment Administrator  
Planning & Development Department  
Kalamazoo County Government  
201 West Kalamazoo Avenue  
Kalamazoo, MI 49007  
Phone: (269) 384-8305, [MRWALT@kalcounty.com](mailto:MRWALT@kalcounty.com)



**PUBLIC NOTICE**

**Kalamazoo County Brownfield Redevelopment Authority  
Committee of the Whole 2024 Meeting Calendar**

**PLEASE BE ADVISED,** The Kalamazoo County Brownfield Redevelopment Authority Committee of the Whole conducts their meetings on the second Thursday of each month (unless otherwise noted) at 3:00 p.m. The meetings are held at the Fishbeck West location at 4775 Campus Drive, Kalamazoo, MI 49008. Check the KCBRA website main page for the most up-to- date information: <https://kalcountybrownfield.com/>

The KCBRA Committee of the Whole is scheduled to meet on the following dates in **2024**:

January 11, 2024  
February 08, 2024  
March 14, 2024  
April 11, 2024  
May 09, 2024  
June 13, 2024  
July 11, 2024  
August 08, 2024  
September 12, 2024  
October 10, 2024  
November 07, 2024 (Note: 1st Thursday)  
December 05, 2024 (Note: 1st Thursday)

Meetings of the Kalamazoo County Brownfield Redevelopment Authority (KCBRA) 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 KCBRA 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 KCBRA. Individuals with disabilities requiring auxiliary aids or services should contact the KCBRA by writing or calling:

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1	<b>Postage</b> Jan-March	\$	4.64
2	April-June		
3	July-Sept.		50.28
4	Oct.-Dec.		0.99
5	<b>Total</b>	<b>\$</b>	<b>55.91</b>
6	<b>Printing</b> Jan-March	\$	8.99
7	April-June		45.63
8	July-Sept.	\$	9.43
9	Oct.-Dec.	\$	10.37
10	<b>Total</b>	<b>\$</b>	<b>74.42</b>
11	<b>Office Supplies</b>		
12	J.B. Printing (B.Cards-MW)	\$	31.50
13			
14			
15	<b>Total</b>	<b>\$</b>	<b>31.50</b>
16	<b>Contractual</b>		
17	Fishbeck 2/16/23	\$	160.00
18	Fishbeck 3/16/23	\$	315.00
19	Fishbeck 5/10/23	\$	2,147.75
20	Fishbeck 6/8/23	\$	2,226.61
21	Fishbeck 7/12/23	\$	2,294.95
22	Fishbeck 8/7/23	\$	806.25
23	Fishbeck 9/7/23	\$	1,420.00
24	Fishbeck 10/9/23	\$	963.75
25	Fishbeck 11/2/23	\$	652.00
26	Fishbeck 12/7/23	\$	585.00
27			
28			
29			
30	<b>Total</b>	<b>\$</b>	<b>11,571.31</b>
31	<b>Contractual Op.</b>		
32	Fishbeck 3/16/23	\$	315.00
33	Fishbeck 5/10/23	\$	288.75
34			
35			
36			
37			
38			
39			
40	<b>Total</b>	<b>\$</b>	<b>603.75</b>
41	<b>Site Study</b>		
42			
43			
44			
45	<b>Total</b>	<b>\$</b>	<b>-</b>

<b>Other contract</b>	
Varnum - KALSEE	\$ 1,147.00
Varnum - 100 Island Ave	\$ 341.00
Varnum - IPUSA	\$ 1,742.20
Varnum - Cont. Other	\$1,101.60
Varnum - IPUSA	\$ 527.00
Varnum - IPUSA	\$ 93.00
Varnum - Cont. Other	\$ 680.00
Varnum - IPUSA	\$ 403.00
<b>Total</b>	<b>\$ 6,034.80</b>

<b>Communication -internal</b>	
Network Jan.-March	533.25
Network April-June	532.52
Network July-Sept.	532.5
Network Oct.-Dec.	355
<b>Total</b>	<b>\$ 1,953.27</b>

<b>Communication</b>	
<b>Total</b>	<b>\$ -</b>

<b>Travel</b>	
Walters Vicks Mill Tour 11/22	23.44
Walters Vicks Mill Tour 04/23	24.56
Walters Vicks Mill Tour 8/23	24.56
<b>Total</b>	<b>\$ 72.56</b>

<b>Marketing</b>	
Blue Tree Web Design	\$ 80.00
Go Daddy Invoice	\$ 45.34
W.P. Engine Invoice	\$ 300.00
<b>Total</b>	<b>\$ 425.34</b>

<b>Employee Training</b>	
EGLE Conference - Staff	\$ 195.00
<b>Total</b>	<b>\$195.00</b>

<b>Miscellaneous</b>	
<b>Total</b>	<b>\$ -</b>
Indirect Costs 9/20/23	\$ 17,077.00
<b>Indirect Cost alloc.</b>	<b>\$ 17,077.00</b>

<b>Interest Expense</b>	
Total	0.00

<b>Total Expenses</b>	<b>\$ 107,330.04</b>
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243 total with encumbran 2,583,934  
 242 total with encumbran 4,805,925

<b>Salaries</b>	
Salary R Q1	\$ 309.30
Salary M Q1	\$ 16,314.48
Fringe Q1	\$ 7,131.60
Salary R Q2	\$ 1,185.65
Salary M Q2	\$ 16,117.92
Fringe Q2	\$ 7,423.14
Salary Q3 R	\$ 567.05
Salary Q3 M	\$ 13,955.76
Fringe Q3	\$ 6,230.28
Salary Q4 R	
Salary Q4 M	
Fringe Q4	
<b>Total</b>	<b>69,235.18</b>

\*previous invoice from 2022

\*corrected amount



Carry fwd 2010-2018 \$238,924

<b>BRA ACTUAL TOTAL 2019 AS OF 3-12-20</b>	2,419,002.16	587,581.34	0.00	1,831,421	1,831,421	<b>2,070,344.48</b>
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BRA Fund 243 for 2023 (Formerly Fund 247)	Revenues	Expenses	Estimated Pending reimb.	REV-EXP		
County BRA (acct 24370300-)	28,754.20	107,330.04		-78,575.84	MUNIS Actual, Admin Expense (D6)	
Dividends	13,854.20			13,854.20		
Service Fees	14,900.00					
Midlink local TIR tax (acct 24370301-420.00)	420,615.74	526,957.60		-106,341.86		
Midlink school TIR tax (acct 24370301-420.01)	817,016.69			817,017		
Midlink Admin chg						
General Mills local TIR (acct 24370304-420.00)	92,380.47	86,385.74		5,995		
General Mills school TIR (acct 24370304-420.01)				0		
General Mills Admin chg						
9008 Portage Road local TIR (acct 24370303-420.00)	676.24	6,227.14		-5,551		
9008 Portage Road school TIR (acct 24370303-420.01)				0		
9008 Portage Road Admin Chg						
Corner @ Drake (24370305-420.00)		2,602.89		-2,603		
Corner @ Drake Admin Chg						
555 E. Eliza St. Local TIR (24370306-420.00)	10,086.72	5,000.00		5,087		
555 E. Eliza St. School TIR (24370306-420.01)	257.10	5,000.00		-4,743		
555 E. Eliza St. Admin Chg						
232 LLC (24370307-420.00)		5,137.46		-5,137		
232 LLC Admin. Chg						
Blackbird Billiards local TIR (24370308-420.00)	1,027.73	965.83		62		
Blackbird Billiards School TIR (24370308-420.01)	807.85	675.15		132.70		
Blackbird Billiards Admin Chg						
RAI AZO, LLC local TIR (24370309-420.00)	1,292.27			1,292.27		
RAI AZO, LLC School TIR (24370309-420.01)				0		
RAI Admin Chg						
Kalamazoo West Prof Ctr Local TIR (24370310-010)	4,320.81	4,220.87		99.94		
Kalamazoo West Admin. Chg						
Metal Mechanics Local TIR (24370311-420.00)	2,054.93	4,890.06		-2,835		
Metal Mechanics School TIR (24370311-420.01)				0		
Metal Mechanics Admin. Chg.						
Scanell/Project Spartan Local TIR (24370318-420.00)	103,248.09	622,628.77		-519,381		
Scanell/Project Spartan School TIR (24370318-420.01)		50,393.50		-50,394		
Scanell/Project Spartan Admin. Chg.						
Stryker Local (24370313-420.00)	178,553.33	16,516.34		162,037		
Stryker School (24370313-420.01)		7,490.37		-7,490		
Stryker Admin. Chg						
Stadium Park Way Local (24370314-420.00)	58,432.04	55,562.73		2,869		
Stadium Park Way School (24370314-420.01)	70,141.58			70,142		
Stadium Park Way Admin Chg						
383 S. Pitcher St Local TIR (24370315-420.00)	13,643.99	13,123.61		520		
383 S. Pitcher School TIR (24370315-420.01)	8,854.71	7,732.71		1,122		
383 S. Pitcher Admin Chg						
Vicksburg Mill (24370316)						
Vicksburg Mill Admin. Chg						
Delta Marriott (24370317) Local TIR	47,842.60					
Delta Marriott School TIR						
Delta Marriott Admin. Chg						
2 and 10 Mills St. (Environmental Work)						
Graphic Packaging Local TIR (24370319-420.00)	136,354.17			136,354		
Graphic Packaging School TIR (24370319-420.01)	65,427.31			65,427		
Graphic Packaging Admin Chg						
IPUSA Local TIR (24370320-420.00)						
IPUSA State TIR (24370320-420.01)						
IPUSA Admin. Charge						
KALSEE Credit Union Local TIR (24370321-420.00)						
KALSEE Credit Union State TIR (24370321-420.01)						
KALSEE Credit Union Admin. Charge						
619 Porter St. (Environmental work)						
<b>BRA ACTUAL TOTAL 2023 AS OF 12/15/2023</b>	2,061,788.57	1,528,840.81	-	532,948	532,948	2,603,292

Dividends and Service Fees added to total fund balance, not used to balance expenses via admin fees

2020-23 Pending remaining of approved Work Orders & Other Expenses					
<b>General Fund</b>					
WO#17 - Gen Env. Consulting, Ammend. #1			85		unused in 2017 unused in 2018
WO#2018-1 - General Env. Consulting			20		
WO#19 - Checker Motors MDEQ SSA grant application			\$1179 + \$58 application		
WO# 2018-2 ET Annual Report Assistance			25		unused in 2018 unused in 2018
WO# 2018-3 Website Assisstance - Envirologic			42.5		
Web Hosting (annual expense)		300			
WO# 2019-1 General Environmental Consulting			1,516.25		unused in 2019 unused in 2019
WO# 2019-3 General Env. Review 2018 Annual report			447.50		
WO# 2020-1 General Environmental Review ET			7,273.75		unused in 2020 unused in 2021
WO#2021-1 General Env. + Admin. Envirologic			16,393.75		
WO#2022-1 General Environmental + admin			11,722.50		unused in 2022
WO#2023-1 General Environmental + Admin		12,226.44		Remaining amount in W.O.	
<b>Fund 243 (247) Work Order TOTAL</b>		12,526.44		-12,526.44	<b>2,583,934</b>
<b>Local Brownfield Revolving Fund</b>					
440 LLC - Funding Request		15,000.00			
WO#2021-2 3800 Wynn Rd General Env.		6,832.02		invoices approved 5/25/2023 Remaining amount in W.O.	
WO#2023-2 YWCA VMI system		100,000.00			
<b>Fund 242 (643) Work Order TOTAL</b>		121,832.02		-6,832.02	4,684,093
<i>total work orders &amp; other expenses from both accounts</i>		134,358.46			

General Fund Amount after encumbrances

LBRF Amount after encumbrances

Pending reimbursements to Developers (with required documentation):

Delta Marriott Invoices (estimated)	82,473.15
City of Portage Invoices (TBD)	0.00

ESTIMATED Total Remaining (w/remaining encumbrances TBD) **2,501,460.63**

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	
Tansfer 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			
Trasfer 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			
Subtotals	4,850,712.30	44,787.51	4,805,924.79	
			<b>Fund 242 TOTAL to date \$ 4,805,924.79</b>	

\*see Expense Detail 2023 for outstanding workorders