
KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

MEETING DATE: Thursday, March 23, 2023
PLACE OF MEETING: 201 W. Kalamazoo Ave. Kalamazoo, MI 49007 Room 207-A
TIME: 3:00 pm

AGENDA

Please click the link below to join the webinar:

<https://us02web.zoom.us/j/87877064145>

Or One tap mobile :

US: +13126266799,,87877064145# or +16465588656,,87877064145#

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

US: +1 312 626 6799 or +1 646 558 8656

Webinar ID: 878 7706 4145

International numbers available: <https://us02web.zoom.us/j/87877064145>

1. Call to Order: 3:00
 2. Roll Call and Members Excused
 3. Approval of the Agenda
 4. Approval of Minutes: BRA Minutes of **January 26, 2023**
 5. Public Comments (*4 minutes each*)
 6. Consent Agenda – Invoices
 - a. **From General 242 Fund:**
 - i. **\$ 160.00** – Fishbeck Invoice 420292 (WO 2023-1 Gen. Environmental)
 - ii. **\$ 630.00** – Fishbeck Invoice 421238 (WO 2023-1 Gen. Environmental)
 - b. **From EPA Grant Fund:**
 - i. **\$115.95** – Fishbeck Invoice 420293 (WO#6 Parchment Mill Site #2)
 - ii. **\$ 189.15** – Fishbeck Invoice 420295 (WO#2 Outreach & Programmatic)
 - iii. **\$ 573.53** – Fishbeck Invoice 421241 (WO#6 Parchment Mill Site #2)
 - iv. **\$ 66.05** – Fishbeck Invoice 421240 (WO#2 Outreach & Programmatic)
 7. Discussion and/or Action Calendar
 - a. **Discussion/Action:** KALSEE Credit Union Development Agreement
 - b. **Discussion/Action:** 2023 Budget Adjustment
 - c. **Discussion/Action:** Admin Invoices from KCBRA to Developers
 - i. **\$ 5,480.00** IPUSA 2022 Admin Charges (Legal Fees)
-

- e. **Discussion/Action:** Admin Charges to Reimbursement Analyses
 - i. \$ 5,212.50 100 Island Ave (2021)
 - ii. \$ 992.00 Vicksburg Mill (2021)
 - iii. \$ 3,581.50 Vicksburg Mill (2022)

- f. **Discussion/Action:** 2022 Administrative Cost Allocations

- g. **Discussion/Action:** Updated KCBRA Project Application

- h. **Discussion/Action:** LBRF Investment Discussion

- i. **Discussion/Action:** Vicksburg Mill – Paper City Development, LLC
 - i. **\$ 28.75** – Fishbeck Invoice 421239 (EGLE Grant)
 - ii. **\$ 747.50** – Reimbursement to Paper City for 1st Quarter FY 23 Loan (Pending Proof of Payment and Lien, EGLE Approved 1/30/23)

- j. **Discussion/Action:** Selection Committees (April 27, 2023 Annual Meeting)
 - i. Volunteers for Nomination Committee (no action)

- k. **Discussion/Action:** Fishbeck
 - i. EPA Grant Contract
 - 1. Work Order No. 5, Amendment No. 2 – NACD Ransom & North
 - 2. **\$ 25,009.52** – Fishbeck Invoice 420294 (WO#5 NACD)
 - 3. EPA Grant Memo & Summary
 - ii. General Environmental Contract Memo & Summary

8. Financial Reports

- a. **Discussion:** Fund 243 (247), 242 (643), and 2022 Q4 Report

9. Staff Report/Updates

- a. KALSEE Credit Union Brownfield Plan (Update)
 - b. KCBRA Board Retreat for LBRF
 - c. 2023 National Brownfields Conference (Presentation Submittals)
 - d. 2023 Marketing & Outreach Events (Update)
 - e. KCBRA Feature in BOC Newsletter
 - f. 3800 Wynn Rd (Update)
-

10. Committees - times dates and places

- a. Land Bank Report – April 13, 2023 at 8:30 a.m.
- b. Project/Finance Committee – Thursday, April 13, 2023, 4:00 p.m.
- c. Executive Committee – Friday, April 14, 2023 9:15 a.m.

11. Other

12. Board Member Comments

13. Adjournment

Next Meeting(s): Three meetings on Thursday, April 27, 2023 at 3:00 p.m.

KCBRA Annual Meeting, then Annual Meeting of EDC, immediately after Regular Meeting of KCBRA

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

BOARD MEMBERS:

PLEASE CALL 384-8305 OR EMAIL MRWALT@KALCOUNTY.COM

IF YOU ARE UNABLE TO ATTEND THE MEETING

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

Macy Rose Walters

Brownfield Redevelopment Administrator

Kalamazoo County Government

201 West Kalamazoo Avenue

Kalamazoo, MI 49007

TELEPHONE: (269) 384-8305

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

MEETING DATE: Thursday, January 26, 2022
PLACE OF MEETING: 201 W. Kalamazoo Ave. Kalamazoo, MI 49007 Room 207-A
TIME: 3:00 pm

DRAFT - MINUTES

Present: Ken Peregón, Christopher Carew, Connie Ferguson, Monteze Morales, Jared Lutz, Jodi Milks

Members Excused: Gary Barton, Wei Wang, Andrew Wenzel

Vacancies: none

Kalamazoo Township: Sherine Miller

Oshtemo Township: Iris Lubbert

Staff: Macy Walters

Consultant: Jeff Hawkins & Therese Searles, Fishbeck

Recording Secretary: Macy Walters

County Commissioners: Monteze Morales and John Taylor (Alternate)

County Admin: Lyndi Warner, Deputy County Administrator for External Services

Community: 2

1. Call to Order: **Chair Peregón called the meeting to Order at 3:01 p.m. and noted that the meeting is being recorded**
2. Roll Call and Members Excused **Gary Barton, Wei Wang, and Andrew Wenzel were excused. Six voting members of nine Board of Directors were present. Commissioner Morales joined the meeting at 3:15 p.m.**
3. Approval of the Agenda **Lutz motioned to approve item 3, the Agenda. Milks seconded. None opposed, motion carried.**
4. Approval of Minutes: **December 15, 2022, Regular Meeting**

The minutes were amended to remove Director Lutz as present from the meeting.

Ferguson moved to approve item 4 as amended, Carew seconded. None opposed, motion carried.

5. Public Comments *(4 minutes each)*

Doug Koop (EGLE) provided the deadline for submitting presentation proposals for the 2023 National Brownfields Conference.

6. Consent Agenda – Invoices
-

a. **From General 247 Fund:**

- i. **\$14,253.02** – FY 2022 Q4 Administrative reimbursement to Planning Dept.
- ii. **\$510.00** – Envirologic Invoice 09923 (W.O. 2022-1 Gen. Env.)
- iii. **\$26.54** – Staples Invoice 3525879636 (Staff Office Supplies)
- iv. **\$124.00** – Varnum Invoice 379640 (IPUSA)

b. **From EPA Grant Fund:**

- i. **\$73.20** – Envirologic Invoice 00921(W.O. #2 Outreach & Programmatic)
- ii. **\$2,881.90** – Envirologic Invoice 09924 (W.O. #5 NACD Ransom & North)
- iii. **\$400.46** – Envirologic Invoice 09922 (W.O. #6 Parchment Mill Site #2)

c. **Project Business:**

i. **Vicksburg Mill** – Paper City Development, LLC

1. **\$279.10** – FY 2023 Q1 EGLE Grant & Loan: Admin Invoice (\$199.36 Grant & \$79.74 Loan)
2. FY 2023 Q1 Authorization of Staff to Submit to EGLE Grant and Loan Report (State Fiscal Year)

Milks moved to approve all items on the Consent Agenda, Carew seconded. None opposed, motion carried.

7. Discussion and/or Action Calendar

a. **Discussion/Action:** KALSEE Credit Union

- i. Project Application Part 1
- ii. Project Application Part 2

Lutz moved to approve items 7ai and 7aii, the project applications for KALSEE Credit Union, Carew seconded. The motion carried with 4 Yes and 1 abstained.

- iii. KALSEE Brownfield Plan

Ferguson moved to approve item 7aiii, recommending the adoption of the KALSEE Credit Union Brownfield Plan to the Kalamazoo County Board of Commissioners, as presented but contingent upon the omission of all attached draft resolutions and an executed development agreement; Carew seconded. The motion carried with 5 Yes and 1 Abstained.

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

- i. **\$5,599.81** – FY2022 Q4 Loan Reimbursement to Paper City, LLC, pending proof of payment, and lien waivers. EGLE approval on 12/16/2022.



Milks moved to approve item 7bi pending proof of payment and lien waivers, Ferguson seconded. None opposed, motion carried.

c. Discussion/Action: Envirollogic

- i. Envirollogic Announcement of Acquisition by Fishbeck
- ii. Professional Service Agreement(s)
 1. EPA Grant
 2. General Environmental Services

Discussion ensued regarding the review of item Cii by county legal counsel.

Milks motioned to approve items 7cii 1 & 2 as presented, Lutz seconded. None opposed, motion carried.

- iii. Work Order 2023-1 General Environmental Services Contract

Ferguson motioned to approve item 7ciii as presented, Lutz seconded. Motion carried with 5 Yes and 1 Abstained.

- iv. General Fund/ LBRF Memo and Budget Summary
- v. EPA 2021 Grant Memo and Budget Summary

8. Financial Reports

- a. **Discussion:** Fund 243 (formerly 247), Fund 242 (formerly 643)

Staff presented the financial reports.

9. Staff Report/Updates

- a. Brownfields 101 Presentation to Citizens Interested in Local Issues (Update)
- b. IPUSA Construction Site (KCBRA Sign Placement Update)
- c. New Commissioner Liaison(s) for KCBRA (Update)

10. Committees - times dates and places

- a. Land Bank Report – next meeting, Thursday, February 9, 2023, at 8:30 a.m.
- b. Project/Finance Committee – Thursday, February 9, 2023, 4:00 p.m.
- c. Executive Committee – Friday, February 10, 2023, 9:15 a.m.

11. Other

Sherine Miller informed the board of recent activities at the Graphic Packaging site, regarding soil pile storage between parcels.

12. Board Member Comments

13. Adjournment Lutz motioned to adjourn; Milks seconded. Meeting adjourned at 5:01 p.m.

Next Meeting: Thursday, February 23, 2023 at 3:00 p.m.

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

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

DRAFT





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 : 420292
Invoice Date : 2/16/2023
Project : 230454
Project Name : KCBRA/W.O. 2023-1 Gen Environmental Review
Bill Term : BT1

For Professional Services Rendered Through 1/31/2023

	Fee	Available	Billings		
			To Date	Previous	Current
GR - General Review	14,000.00	14,000.00	160.00	0.00	160.00
<i>Rate Labor</i> 160.00					
CAS - Contractual Administrative Support	6,000.00	6,000.00	0.00	0.00	0.00
			Current Billings		160.00
			Amount Due This Bill		160.00

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

Invoice: 420292

GR - General Review

Rate Labor		<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
<i>Class / Employee</i>				
Senior Hydrogeologist				
Jeffrey Hawkins		0.50	150.0000	75.00
Specialist				
Logan Mulholland		1.00	85.0000	85.00
		Total Rate Labor		160.00
Total Bill Task: GR - General Review				160.00

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

160.00



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Attention: Macy Walters
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 Kalamazoo, MI 49008
 United States

Invoice : 421238
Invoice Date : 3/16/2023
Project : 230454
Project Name : KCBRA/W.O. 2023-1 Gen Environmental Review
Bill Term : BT1

For Professional Services Rendered Through 2/28/2023

	Fee	Available	Billings		
			To Date	Previous	Current
GR - General Review	14,000.00	13,840.00	475.00	160.00	315.00
<i>Rate Labor</i> 315.00					
CAS - Contractual Administrative Support	6,000.00	6,000.00	315.00	0.00	315.00
<i>Rate Labor</i> 315.00					
			Current Billings		630.00
			Amount Due This Bill		630.00

Total Fee : 20,000.00
To Date Billings : 790.00
Total Remaining : 19,210.00

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

Invoice: 421238

GR - General Review

Rate Labor

<i>Class / Employee</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Senior Geologist			
Therese Searles	3.00	105.0000	315.00
Total Rate Labor			315.00

CAS - Contractual Administrative Support

Rate Labor

<i>Class / Employee</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Senior Geologist			
Therese Searles	3.00	105.0000	315.00
Total Rate Labor			315.00

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

630.00



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 Kalamazoo, MI 49008
 United States

Invoice : 420293
Invoice Date : 2/16/2023
Project : E220154
Project Name : KCBRA/Parchment Mill Site (WO #6)
Bill Term : BT1

For Professional Services Rendered Through 1/31/2023

	Fee	Available	Billings		
			To Date	Previous	Current
E220154 - KCBRA/Parchment Mill Site (WO #6)	20,000.00				115.95
<i>Rate Labor</i>		115.95			
				Current Billings	115.95
				Amount Due This Bill	115.95

Project: E220154 - KCBRA/Parchment Mill Site (WO #6)

Invoice: 420293

CPA - Cleanup Planning Activities

Rate Labor				
<i>Class / Employee</i>		<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Senior Environmental Specialist				
David Stegink		0.50	122.1000	61.05
Staff Environmental Specialist				
Logan Mulholland		0.75	73.2000	54.90
		Total Rate Labor		115.95
Total Bill Task: CPA - Cleanup Planning Activities				115.95

Total Project: E220154 - KCBRA/Parchment Mill Site (WO #6)

115.95



Payment Options

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 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 : 420295
Invoice Date : 2/16/2023
Project : E210229
Project Name : KCBRA/FY21 EPA Assessment Grant
 -W.O. 2 Community Outreach and Programmatic
Bill Term : BT1

For Professional Services Rendered Through 1/31/2023

	Fee	Available	Billings		
			To Date	Previous	Current
E210229 - KCBRA/FY21 EPA Assessment Grant -W.O. 2 Community Outreach and Programmatic	2,500.00				189.15
COMM - Community Outreach & Programmatic					
<i>Rate Labor</i>		189.15			
				Current Billings	189.15
				Amount Due This Bill	189.15

Project: E210229 - KCBRA/FY21 EPA Assessment Grant -W.O. 2 Community Outreach and Programmatic **Invoice:** 420295

COMM - Community Outreach & Programmatic

Rate Labor				
<i>Class / Employee</i>		<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Hydrogeologist				
Jeffrey Hawkins		0.50	122.1000	61.05
Staff Environmental Specialist				
Logan Mulholland		1.75	73.2000	128.10
		Total Rate Labor		189.15
Total Bill Task: COMM - Community Outreach & Programmatic				189.15

Total Project: E210229 - KCBRA/FY21 EPA Assessment Grant -W.O. 2 Community Outreach and Programmatic **189.15**



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 : 421241
Invoice Date : 3/16/2023
Project : E220154
Project Name : KCBRA/Parchment Mill Site (WO #6)
Bill Term : BT1

For Professional Services Rendered Through 2/28/2023

	Fee	Available	Billings		
			To Date	Previous	Current
E220154 - KCBRA/Parchment Mill Site (WO #6)					573.53
Rate Labor	573.53				
				Current Billings	573.53
				Amount Due This Bill	573.53

Project: E220154 - KCBRA/Parchment Mill Site (WO #6) **Invoice: 421241**

CPA - Cleanup Planning Activities

Rate Labor

Class / Employee	Hours	Rate	Amount
Senior Environmental Specialist			
David Stegink	1.25	122.1000	152.63
Staff Environmental Specialist			
Logan Mulholland	5.75	73.2000	420.90

Total Rate Labor **573.53**

Total Bill Task: CPA - Cleanup Planning Activities **573.53**

Total Project: E220154 - KCBRA/Parchment Mill Site (WO #6) **573.53**

BROWNFIELD PLAN DEVELOPMENT AGREEMENT

THIS BROWNFIELD PLAN DEVELOPMENT AGREEMENT (the “Agreement”), is entered into on _____, 2023 between the **KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporate established pursuant to Act 381 of the Public Acts of 1996, as amended, MCL 125.2651 et seq. (“Act 381”), whose address is 201 W. Kalamazoo Avenue, Room 101, Kalamazoo, Michigan 49007 (the “Authority”), and **KALSEE Credit Union** (the “Developer”).

RECITALS

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

WHEREAS, the County has established a Brownfield Redevelopment Authority, and the Authority and the County have adopted a Brownfield Plan specifically for this site (the “Plan”), pursuant to the provisions of Act 381, a copy of which is attached as Exhibit B.

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

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

WHEREAS, Developer owns property in Kalamazoo County located at 5242 Gull Road Kalamazoo, MI 49048 (the “Property”) and legally described on the attached Exhibit A.

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

WHEREAS, The purpose of the Plan is to facilitate the redevelopment of the Property, which is a 0.89-acre parcel of land, located at 5242 Gull Road, formerly used as a gas station, convenience store, and garage/service area (the “Project”). The Project involves removing the existing underground storage tanks, demolishing the building, and constructing a new, approximately 2,800-square-foot KALSEE Credit Union building on the Property. The Project will add two full-time jobs to the community and the total capital investment on the Project is estimated to be \$3,000,000. The redevelopment of the Property would increase the property tax base within Kalamazoo County.

WHEREAS, the Project will require the Developer to incur Eligible Costs associated with certain Eligible Activities outlined in Table 1 of the Plan, which may require the services of various contractors, engineers, environmental consultants, attorneys, and other professionals. The Developer's Eligible Costs shall not exceed \$308,055.00.

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

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

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

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

3. Term of Agreement. Pursuant to the Plan, the Authority shall capture that amount of Tax Increment Revenues generated from real and personal property taxes allowed by law on the Property. An analysis showing the estimated reimbursement schedule is attached as Table 3 to the Plan. Capture of Tax Increment Revenues will begin in 2024 and will continue until the earlier of (hereinafter, the "End Date"):

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

3.2 30 years from the beginning date of the capture of Tax Increment Revenues, with five of the 30 years designated for LBRF only.

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

5. Eligible Activities. The Developer shall diligently pursue completion of the Eligible Activities summarized in the Plan and set forth in this Paragraph. The Authority shall reimburse the Developer for Eligible Costs, such as Phase 1 and Phase 2 Environmental Site Assessments, Baseline Environmental Assessments, the development of the Brownfield Plan, and other costs

described in the Plan incurred by Developer, which may require the services of various contractors, engineers, environmental consultants, attorneys, and other professionals.

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

7. Reimbursement Process.

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

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

7.3 Reimbursement. After both the summer and winter taxes are captured and collected on the Property, the Authority shall reimburse its Eligible and Administrative Costs and pay approved Eligible Costs to the Developer from Tax Increment Revenues that are generated from the Property in accordance with the Plan and Paragraph 7 to the extent that taxes have been captured and are available in that fiscal year. The Authority shall receive one hundred (100) percent of Tax Increment Revenues until fully reimbursed, unless otherwise designated by the Authority. In the event that there are insufficient Tax Increment Revenues available in any given year to reimburse all of the Authority's and Developer's Eligible Costs, as described in Paragraph 5, then the Authority shall reimburse the Authority or Developer only from available Tax Increment Revenues. Once the Authority is fully reimbursed for its Eligible Costs, the Developer shall receive the available Tax Increment Revenue, less Administrative Costs, during the term of this

Agreement, until all of the amounts for which submissions have been made have been fully paid to the Developer, or the repayment obligation expires, whichever occurs first. The Authority shall make additional payments, on an annual basis, toward the Developer's remaining unpaid Eligible Costs during the term of this Agreement. The Developer shall not be entitled to reimbursement under this Agreement unless the Developer has timely and completely paid its real and personal property taxes (or industrial facilities taxes) including all penalties, interest and other amounts due in relation thereto when due. For purposes of this Agreement, to be timely paid, taxes must be paid before the date on which they can no longer be paid without penalties or interest. The repayment obligation under this Agreement shall expire on the End Date.

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

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

KALSEE Credit Union
2501 Millcork Street
Kalamazoo, MI 49001
ATTN: Matt Lahman

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

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

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

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

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

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

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

9.1 Project. At its sole expense, Developer shall use its best efforts to conduct the activities described in the Plan and to construct the Project. The purpose of the Plan is to facilitate the redevelopment of the Property, including without limitation, removing the existing underground storage tanks, demolishing the building, and constructing a new approximately 2,800-square-foot KALSEE Credit Union building. The redevelopment construction commenced in 2021 and is estimated to be completed in February/March of 2023. Under no circumstances shall the Authority have any responsibility or liability for remediation or redevelopment of the Property, or for conducting any "Eligible Activities" at the Property, except for its obligations under this Agreement to provide funds to the extent available as permitted in Paragraph 7 hereof with respect to payments from Tax Increment Revenues.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

12.5 The Developer terminates its existence.

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

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

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

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

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

14. Legislative Authorization. This Agreement is governed by and subject to the restrictions set forth in Act 381. In the event that there is legislation enacted in the future which alters or affects the amount of Tax Increment Revenues subject to capture, Eligible Properties, or Eligible Activities, then the Developer's rights and the Authority's obligations under this Agreement may be modified accordingly by agreement of the parties.

any of its rights hereunder. No waiver by either party, expressed or implied, of any breach of any provision of this Agreement is considered a waiver or a consent to any subsequent breach of this same or other provision.

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

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

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

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

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

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

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

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

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

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

[Signature Page Follows]

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

KALAMAZOO COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY

By _____

Title _____

Date _____

DEVELOPER:
KALSEE CREDIT UNION

By _____

Title _____

Date _____

EXHIBITS:

A (Legal Description of Property)

B (Copy of Brownfield Plan)

#20695758

Exhibit A
Legal Description

Land situated in Comstock Charter Township, Kalamazoo County, Michigan described as:

SEC 6-2-10 COMM S 1/4 POST TH N 89DEG-53'-23" W ALG S LI 1470.05 FT TO SE COR DAVIES PLAT TH N 00DEG-01'-29" E THEREON 875.45 FT TH N 57DEG-36'-00" E PAR CTR LI GULL RD 239.66 FT TH N 32DEG-24'-00" E 199.66 FT TO SLY ROW LI GULL RD TH TH N 57DEG-36'-00" E THEREON 52.96 FT TO POB TH CONT N 57DEG-36'-00" E 112.29 FT TH N 00DEG-01'-00" W ALG SD ROW 17.76 FT TH N 57DEG-36'-00" E ALG SD ROW 200 FT TH S 00DEG-01'-00" E 150 FT TH S 57DEG-36'-00" W 81 FT TH S 32DEG-24'-00" E 24.1 FT TH S 57DEG-36'-00" W 161.45 FT TH N 31DEG-59'-05" W 135.77 FT TO BEG** 06/01/2021: BOUNDARY CHANGE BETWEEN 07-06-380-010 & 07-06-380-025 CREATING PARCELS 07-06-380-11 & 07-06-380-026.

DRAFT

Exhibit B
Brownfield Plan

See attached.

DRAFT

DRAFT

2023 Budget Proposal

Expenditures

Expenses - 243	2023 Revised	2023 Proposed	2022 Budget
Postage	\$ 100	\$ 100	\$ 100
Copy Charges	\$ 100	\$ 100	\$ 100
Contractual Services	\$ 14,000	\$ 15,000	\$ 107,400
Contractual Operations	\$ 6,000	\$ 11,000	\$ 14,000
Site Study	\$ 6,000	\$ 10,000	\$ 10,000
Contractual Other (legal)	\$ 9,000	\$ 9,000	\$ 9,000
Communication Expense	\$ 700	\$ 1,300	\$ 1,700
Internal Communications Exper	\$ 2,400	\$ 2,400	\$ -
Travel	\$ 500	\$ 1,000	\$ 1,000
Marketing program	\$ 800	\$ 1,000	\$ 1,000
Employee Training	\$ 1,000	\$ 2,000	\$ 2,000
Miscellaneous	\$ 500	\$ 500	\$ 500
Indirect Costs	\$ 8,000	\$ 9,400	\$ 6,000
Office Supply	\$ 200	\$ 200	\$ 200
Salary Director (RG)	\$ 4,000	\$ 5,000	\$ -
Salaries Other (MW)	\$ 68,200	\$ 62,000	\$ -
Fringe Benefits	\$ 31,500	\$ 25,000	\$ -
Total	\$ 153,000	\$ 153,000	\$ 153,000

Revenues

Revenues - 243	2023 Proposed	2022 Budget
Previous Fund trfr	\$ -	\$ -
Service Fees	\$ 10,000	\$ 10,000
TIR Collection	Prop. ADMIN	Prop. ADMIN
Midlink	\$ 25,000	\$ 18,000
Brown	\$ -	\$ -
Portage Rd	\$ 1,000	\$ 1,800
General Mills	\$ 6,000	\$ 29,500
Graphic Packaging	\$ 5,000	\$ -
Eliza Street	\$ 500	\$ 600
232 LLC	\$ 500	\$ 1,000
Blackbird	\$ 500	\$ 400
RAI Jets	\$ 500	\$ 1,400
Kalamazoo West	\$ 500	\$ 1,000
Metal Mechanics	\$ 500	\$ 1,000
AJZ Sprinkle	\$ -	\$ -
381/383 Pitcher	\$ 1,000	\$ 1,500
Stadium Park Way	\$ 4,000	\$ 7,000
Stryker	\$ 65,000	\$ 50,000
Holiday Lanes	\$ 2,500	\$ 1,800
Scannell/FedEx	\$ 25,000	\$ 10,000
100 Island LLC	\$ 1,000	\$ 3,000
Vicksburg Mill	\$ -	\$ 0
Parchment Mill/City B	\$ 4,500	\$ 4,500
Subtotal Admin	\$ 143,000	\$ 128,000
	\$ 153,000	\$ 138,000



COUNTY OF KALAMAZOO
 PLANNING & DEVELOPMENT
 BROWNFIELD REDEVELOPMENT AUTHORITY
 201 W KALAMAZOO AVENUE
 KALAMAZOO, MI 49007
 (269)384-8112

INVOICE

KCBRA-IPUSA-2022-01

Page 1 of 1

DATE	2/23/2023
ACCOUNT	IPUSA
AMT DUE	\$5,480.00

IPUSA Pavilion 1, LLC
 ATTN: Jeff Smoke
 3700 E. Milham Avenue
 Portage, MI 49002

MAKE CHECKS PAYABLE TO KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

KALAMAZOO COUNTY PLANNING & DEVELOPMENT

DESCRIPTION	AMOUNT
February 23, 2023	
Administrative Expenses for KCBRA - Legal Fees for Document & Project Preparation	
Varnum invoice 1167951 6/20/2022	799.00
Varnum Invoice 1173412 8/23/2022	4,557.00
Varnum Invoice 1175504 9/20/2022	124.00
For questions please contact the Brownfield Administrator (269) 384-8305 or MRWALT@kalcounty.com	
Payable upon receipt	5,480.00

PLEASE REMIT TO:

PLANNING & DEVELOPMENT
 BROWNFIELD REDEVELOPMENT AUTHORITY
 201 W KALAMAZOO AVENUE
 KALAMAZOO, MI 49007

KCBRA 2022 General Administrative Expense Allocation - draft (complete)

Site	Total TIR expected 2022 or first year capture	% of Total TIR Available	Gen Admin. Expenses based on % of TIR	Actual plan specific charges 2022 (legal & contractual)	2022 Admin Costs spread across plans	Notes
1 Midlink	\$ 751,000.00	18.20%	\$ 17,346.67		\$ 17,346.67	
2 General Mills	\$ 177,000.00	4.29%	\$ 4,093.89		\$ 4,093.89	
3 AJZ Sprinkle	\$ -	0.00%	\$ -		\$ -	
4 Brown Family (Beckan)	\$ -	0.00%	\$ -		\$ -	
5 9008 Portage Road	\$ 7,257.69	0.18%	\$ 167.87		\$ 167.87	
6 Corner @ Drake	\$ -	0.00%	\$ -		\$ -	
7 555 Eliza St.	\$ 742.47	0.02%	\$ 17.17		\$ 17.17	
8 400 S. 14th St (Metal Mechanics)	\$ 5,055.10	0.12%	\$ 116.92	\$ -	\$ 116.92	
9 Kartar #6 (Schoolcraft)	\$ -	0.00%	\$ -		\$ -	
10 232 LLC	\$ 5,289.38	0.13%	\$ 122.34		\$ 122.34	
11 Blackbird Billiards	\$ 1,786.10	0.04%	\$ 41.31		\$ 41.31	
12 RAI Jets	\$ 13,869.30	0.34%	\$ 320.79		\$ 320.79	
13 Kalamazoo West Professional Center	\$ 4,320.84	0.10%	\$ 99.94		\$ 99.94	
14 381/383 S. Pitcher	\$ 22,498.70	0.55%	\$ 520.38		\$ 520.38	
15 Stryker	\$ 2,121,151.68	51.40%	\$ 49,060.76		\$ 49,060.76	
16 Stadium Park Way	\$ 124,055.02	3.01%	\$ 2,869.31		\$ 2,869.31	
17 Holiday Lanes (Delta Marriott)	\$ 48,234.27	1.17%	\$ 1,115.63		\$ 1,115.63	
18 Vicksburg Mill	\$ -	0.00%	\$ -	\$ 3,581.50	\$ 3,581.50	plus \$992 from 2021 on Reimbursement Agreement
19 Parchment Mill	\$ -	0.00%	\$ -		\$ -	
20 Parchment 100 Island Ave	\$ 2,836.88	0.07%	\$ 65.62		\$ 65.62	plus \$5,212.50 from 2021 on Reimbursement Agreement
21 GPI	\$ 203,912.60	4.94%	\$ 4,716.36		\$ 4,716.36	
22 Scannell/ Project Spartan	\$ 637,370.82	15.45%	\$ 14,741.94		\$ 14,741.94	
23 IPUSA	\$ -	0.00%	\$ -	\$ 5,480.00	\$ 5,480.00	*Invoice to be paid before capture begins
24 2 and 10 Mills St.	\$ -		\$ -		\$ -	
25 619, LLC - 619 Porter St. (Railroad parcels)	\$ -		\$ -		\$ -	
Total	\$ 4,126,380.85	100.00%	\$ 95,416.88	\$ 9,061.50	\$ 104,478.38	

*Green column is what to charge to each project account - MW



Memorandum

To: Potential Applicants for Brownfield Funding

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Best regards,

Macy Rose Walters

Macy Rose Walters, MPA

Brownfield Redevelopment Administrator

Kalamazoo County Planning and Development Department

Phone: (269) 384-8305

Email: mrwalt@kalcounty.com

Please visit www.kalcountybrownfield.com for more information



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 : 421239
Invoice Date : 3/16/2023
Project : E190048
Project Name : KCBRA/Paper City Development - EGLE Grant Oversight - Task #6
Bill Term : BT1

For Professional Services Rendered Through 2/28/2023

	Fee	Available	Billings		
			To Date	Previous	Current
E190048 - KCBRA/Paper City Development - EGLE Grant Oversight - Task #6					28.75
<i>Rate Labor</i>	28.75				
			Current Billings		28.75
			Amount Due This Bill		28.75

Project: E190048 - KCBRA/Paper City Development - EGLE Grant Oversight - Task #6 **Invoice: 421239**

EGLE - W.O. 2019-2 EGLE Grant Oversight

Rate Labor

<i>Class / Employee</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Senior Geologist				
Therese Searles	2/14/2023	0.25	115.0000	28.75
	Project update meeting			
	Total Rate Labor			28.75

Total Project: E190048 - KCBRA/Paper City Development - EGLE Grant Oversight - Task #6 **28.75**



Phillips Environmental Consulting Services. Inc.

201 North Michigan Avenue
Vicksburg, MI 49097

Invoice

DATE	INVOICE #
1/2/2023	2225

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

		PROJECT		
		1046A - Vicksburg Mill		
DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
10/12/2022	Review Frederick invoice to respond to State questions. Calls with Douglas Koop.	1	130.00	130.00
10/13/2022	Preparation of Quarterly report and research information for call with Douglas on interim quarterly loan report.	3	130.00	390.00
11/30/2022	Update loan spreadsheet and review and comment on 4Q 2022 loan report.	1	130.00	130.00
Task 5 - Loan Administration		Total		\$650.00

Phone #
269-501-5079

Balance Due \$650.00



**Phillips Environmental
Consulting Services. Inc.**

201 North Michigan Avenue
Vicksburg, MI 49097

Invoice

DATE	INVOICE #
1/2/2023	2227

BILL TO

Paper City Development
101 South Main Street
Vicksburg, MI 49097

		PROJECT		
		1046A - Vicksburg Mill		
DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
11/2/2022	Complete form to renew Waste Profile at Waste Management.	0.5	130.00	65.00
11/28/2022	Confirm approval to extend Waste Profile approval with WM for one year.	0.25	130.00	32.50
Loan Task 2C - Soil Management		Total		\$97.50

Phone #
269-501-5079

Balance Due	\$97.50
--------------------	----------------

Scope of Services

Contract for Professional Services
Kalamazoo County Brownfield Redevelopment Authority
Applicable to Contract Dated November 15, 2021
Work Order No. 5, Amendment No. 2 Dated February 17, 2022

Between

**KALAMAZOO COUNTY BROWNFIELD
 REDEVELOPMENT AUTHORITY (CLIENT)**
 201 WEST KALAMAZOO AVENUE
 KALAMAZOO, MICHIGAN 49007-3777

And

FISHBECK
 2960 INTERSTATE PARKWAY
 KALAMAZOO, MICHIGAN 49048

Subject Matter: NACD Ransom and North Street Parcels – Kalamazoo
Funding Source: US EPA Brownfield Assessment Grant FY21

Task 2 – Phase II ESA, Vapor Assessment, Phase II ESA (Pre-approved with WO No. 5)
Task 2 - UST Site Assessment (Pre-approved with WO No. 5 and WO No. 5, Amendment No. 1 and requested WO No. 5, Amendment No. 2)

CLIENT requests that FISHBECK perform the work described below in accordance with the terms of the above-referenced Contract and as described in this "Scope of Services."

FISHBECK will begin work on this Work Order and complete the services as described in the attached "Scope of Services."

FISHBECK and CLIENT have designated the following representatives for this "Scope of Services":

<u>Jeffrey C. Hawkins</u>	<u>(269) 342-1100</u>
Name (FISHBECK)	Phone

<u>Mr. Ken Peregon, Chair</u>	<u>(269)-384-8112</u>
Name (CLIENT)	Phone

If CLIENT accepts this Scope of Services, please sign this Work Order on behalf of CLIENT and return to the FISHBECK Representative above:

ACCEPTED AND AGREED TO:

KALAMAZOO COUNTY BROWNFIELD
 REDEVELOPMENT AUTHORITY (CLIENT)

FISHBECK

By Ken Peregon
 Title Chair

By Jeffrey C. Hawkins
 Title Vice President/Senior Hydrogeologist

Signature _____
 Date _____

Signature _____
 Date _____

I. Amended Scope of Services

Approved scope of services were prepared on site condition information that was available at the time. Heavy snowfall received right before field services occurred required time and resources to clear the site. The renter on site had a broken down vehicle that had to be moved. While Fishbeck engaged in conversations to facilitate removal before field work was initiated, the level of effort to removal the vehicle was greater than anticipated and required additional coordination and time. The contents of the tanks were an unknown and ended up being filled with a mixture of fuel and water. The additional items needing to be addressed required additional time on site, increasing labor costs. One additional soil sample was needed due to the discovery of unanticipated piping. The volume of tank contents led to higher disposal costs. Therefore, even with the additional \$7,000 approved in amendment No. 1, these additional considerations require the request for an additional amendment No. 2 to the budget in the amount of \$5,500.

Pre-Approved Scope of Services (through Amendment No. 1)

The Northside Association for Community Development (NACD) has applied to the KCBRA for environmental assessment assistance associated with the redevelopment of several parcels along W. Ransom Street, the corner of Ransom and N. Westnedge Avenue, and W. North Street in Kalamazoo. The project is part of a broader goal to create generational wealth within the northside community. This project creates four single-family owner-occupied homes along Ransom Street, retains retail rental space at 604 N. Westnedge, creates a tiny home development at 447 W. North Street, and creates a 4-apartment-unit for youth that have aged-out of the foster program. All parcels subject to his work order are owned by NACD and assessment is sought on 604 N. Westnedge, 447 W. North Street and 441 W. North Street. Some environmental assessment has been completed by NACD on these parcels. Asbestos surveys, asbestos abatement, and demolition has occurred. It was also discovered during this previous assessment that two USTs are located on the 604 N. Westnedge parcels. Condition and potential contents of the USTs is unknown. Previous Phase I ESA research indicated that a dry cleaners was once located somewhere near the northern subject parcels but exact location is unknown.

This WO #5 has been prepared to detail the scope, budget, and timing estimated as necessary to complete Phase II ESA, UST Site Assessment, and vapor assessment activities in order to assess any environmental challenges to redevelopment.

Task 2 – Vapor Assessment (Soil Gas and Vapor Pin)

Fishbeck (Envirologic) will seek eligibility from the U.S EPA to utilize assessment grant funding on each of the subject parcels. The suspected presence of a dry-cleaning business on or near the northern parcels prompts the need for a vapor assessment prior to these parcels being occupied by residents. Fishbeck (Envirologic) intends to conduct a one-time soil gas sampling event with 5 temporary locations at 447 W. North Street. Fishbeck (Envirologic) intends to conduct vapor pin installation and a one-time sampling event at 604 N. Westnedge Avenue and 441 W. North Street. 4 pins are anticipated for 604 N. Westnedge and 6 pins are anticipated for 441 W. North street. Pins will remain in place after sampling.

Task 2 – 604 N. Westnedge, Phase II ESA, UST Site Assessment

In addition to the vapor assessment needs, additional environmental assessment is needed at 604 N. Westnedge. This parcel has previously been associated with automotive services and is currently being rented by a heating and cooling business. While some GPR assessment was previously conducted no other Phase II investigation work has been completed to inform NACD on environmental conditions of the property. Fishbeck (Envirologic) intends to complete soil and groundwater sampling through Geoprobe sampling (8 total samples) for a broad range of VOCs, PNAs, and Cd, Cr, and Pb. In order to complete some of the sampling needs, the USTs will need to be removed in order to access the soil beneath the tanks.

A UST site assessment, inclusive of tank removal to access below the tanks, soil sampling and preparation of a site assessment report will be conducted.

Amendment No. 1 did not alter the scope of services but increased the initial budget as formal proposed contractor costs came in higher than estimated. Multiple bids were solicited to ensure reasonable costs for services rendered.

II. Pre-Approved Compensation (through Amendment No. 1)

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.

EPA Eligibility and Vapor Assessment

Vapor Pin Installation and One-time Sampling Event (604 & 441)	\$ 7,500
Soil Gas Sampling One-time Event (447)	\$ 3,500
ESTIMATED Vapor Assessment TOTAL.....	\$ 11,000

EPA Eligibility and 604 N. Westnedge Phase II Activities

Phase II ESA (8 combined soil/groundwater samples)	\$ 8,550
UST Site Assessment (UST Removal to conduct Phase II and Site Assessment).....	\$ 20,800
Amendment No. 1.....	\$ 7,000
ESTIMATED 604 N. Westnedge Phase II TOTAL	\$ 36,350

TOTAL ESTIMATED BUDGET – APPROVED WORK ORDER #5 and Amendment No. 1 \$47,350

Amended Compensation

Additional costs associated with the UST removal are estimated to be \$5,500 more than the budget approved in WO No. 5 and WO No. 5, Amendment No. 1.

TOTAL ESTIMATED BUDGET – APPROVED WORK ORDER #5.....	\$40,350
TOTAL ESTIMATED BUDGET – WORK ORDER #5, AMENDMENT #1.....	\$7,000
TOTAL ESTIMATED BUDGET – WORK ORDER #5, AMENDMENT #2.....	\$5,500
TOTAL ESTIMATED PROJECT BUDGET – WO #5 plus WO #5, AMENDMENTS #1 AND #2	\$52,850

III. Schedule

QAPP approval was received from the U.S. EPA on December 20, 2021. Eligibility was received on June 9, 2022, the HASP was accepted and the SAP was approved by the EPA on July 11, 2022. Approved work order No. 5 activities are largely complete and amended activities will be wrapped up in the next couple weeks.



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

REMOVED FROM AGENDA

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

Invoice : 420294
Invoice Date : 2/16/2023
Project : E220128
Project Name : KCBRA/NACD-Ransom and North St. W.O. 5
Bill Term : BT1

For Professional Services Rendered Through 1/31/2023

Fee	Available	Billings		
		To Date	Previous	Current
SG/VP - Soil Gas/Vapor Pin				0.00
PH II/UST - 604 N Westnedge (PH II/UST SA)			17,551.06	25,009.52
<i>Rate Labor</i>	114.08			
<i>Multiplier Labor</i>	37.50			
<i>Total Labor</i>	151.58			
<i>Expenses</i>	24,857.94			
			Current Billings	25,009.52
			Amount Due This Bill	25,009.52

Project: E220128 - KCBRA/NACD-Ransom and North St. W.O. 5

Invoice: 420294

PH II/UST - 604 N Westnedge (PH II/UST SA)

Rate Labor

Class / Employee	Hours	Rate	Amount
Senior Geologist			
Therese Searles	1.00	95.5000	95.50
Staff Engineer			
Mahta Naziri Saeed	0.25	74.3000	18.58
Total Rate Labor			114.08

Multiplier Labor

Class / Employee	Hours	Cost Rate	Multiplier	Amount
Staff Technician				
Shelbey Senkewitz	0.50	25.0000	3.00	37.50
Total Multiplier Labor				37.50

Expenses

Account / Vendor	Cost	Multiplier	Amount
Subconsultant			
Green for Life Environmental	24,857.94	1.00	24,857.94
Total Expenses			24,857.94

Total Bill Task: PH II/UST - 604 N Westnedge (PH II/UST SA)

25,009.52

Total Project: E220128 - KCBRA/NACD-Ransom and North St. W.O. 5

25,009.52

Memo

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

FROM: Jeff Hawkins, Vice President/Senior Hydrogeologist

DATE: March 23, 2023

RE: FY21 EPA Grant Updates and Invoices

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

1. Community Outreach and Programmatic

Project No: E210229 -W.O. 2

Update:

Fishbeck communicated with NACD to identify a date and location for a outreach event on the northside of Kalamazoo; updated ACRES

2. NACD – Church and Frank Street Project

Project No: E220129 – W.O. 4

Update:

NACD plans to redevelop 21 tax foreclosed parcels, currently held by the County Land Bank, into 18 affordable residential properties. NACD has a Purchase Agreement with the Land Bank. The KCBRA has approved NACD's application and approved a work order funding for a Phase I ESA and selective ground penetrating radar on parcels that may have remaining foundations. Eligibility and approval of the Sampling and Analysis Plan was obtained. All field activities are complete. The GPR survey identified several parcels with suspect buried demolition debris. The Phase I ESA report has been completed and provided to NACD. There are four parcels that warrant further assessment. Timing for this assessment in relation to plans for construction of future houses is being evaluated. NACD is prioritizing the Ransom and North Street redevelopment project before moving forward on these parcels. No further actions since last month.

3. NACD – Ransom and North Street Projects

Project No: E220128 – W.O. 5

Update:

NACD owns several parcels of land that are located between North Street, Ransom Street and Westnedge Avenue in the Northside Minority Cultural Business District. Several different projects include a tiny house development, a transitional apartment housing project, 4 single-family houses and a retail building. A Phase I ESA has been completed on several parcels in the vicinity and Phase II ESA activities were recommended including vapor intrusion assessment, soil sampling, UST removal and assessment and other activities. The KCBRA approved

NACD's application and funding through a Work Order from Envirologic at the June 23, 2022, meeting. Eligibility and approval of the Sampling and Analysis Plan was received from the EPA. Field work has been completed including installation of soil gas wells and vapor pins on all three assessment parcels and some soil and groundwater sampling on 604 N. Westnedge Avenue. Phase II ESA reports have been finalized for 447 W. North and 441/445 W. North Street. All of the proposed field work for 604 N. Westnedge has been completed. The KCBRA approved an amended work order associated with the UST removal due to higher contractor estimates than initially received. Three bids were received to ensure competitive pricing. The selected contractor removed the tanks and restored the site on November 21st through the 23rd. The tanks were full of fuel and water which required removal and disposal. Samples were obtained for the site assessment, there were no signs of a release and the site assessment report and amended registration have been filed with the state. A few challenges occurred related to moving a vehicle and clearing snow at the site which led to longer times on site. We have received final costs and were prepared to present a work order amendment at the February KCBRA meeting, which was canceled. Therefore, this work order amendment will be presented for consideration at the March KCBRA meeting. All other scope items have been completed. Costs were higher than anticipated and Fishbeck/NACD is requesting an additional \$5,500 to complete the project and primarily cover the additional subcontractor costs with some Fishbeck oversight/reporting time.

4. Parchment Mill Site

Project No: E220154 – W.O. 6

Update:

The City of Parchment has been continuously working on plans to improve the redevelopment potential for the property. After a failed attempt by a previous developer, the city regained ownership of the property in 2020. To improve and advance the City's efforts related to this site, additional cleanup planning activities are warranted and are the subject of the Work Order that was approved by the KCBRA. Specific activities that Envirologic envisions include:

1. Following up on the Resources Roundtable Discussion and with specific questions and concerns
2. Development of Development Visualizations/Concepts and environmental concerns.
3. Community Engagement Meetings
4. Development of Preliminary Cleanup and Demolition Activities and Preliminary Budgets
5. Meetings with City BRA, Planning Commission, City Commission as needed.

To-date Envirologic has developed a tri-fold brochure and banner, prepared for and staffed a booth at the Kindleberger Festival to get interested citizens to sign up for future notifications about the Mill activities so they can be informed and included in the discussions. Envirologic has had several meetings and planning sessions, continues to collect information about the site, and has met with the City Council and the Planning Commission. An initial community engagement event was held on August 23, 2022 at the Parchment District library to assess community input regarding redevelopment plans. Another community engagement event was completed at the Parchment District Library on September 20th. Based on community input, specific future land uses preferred by the community have been identified. A Site-wide project needs list has been developed. Based on the definition of the project, we drafted a project plan, preliminary budgets, potential cleanup and goals, etc. Final documentation will be prepared. Those project plans were used to craft the EPA grant request (the actual grant proposal writing will not be paid by the County BRA). Updated accomplishments were presented to the KCBRA board at their December 15th meeting. EPA did notify the city that the grant passed the Threshold Criteria and is being further evaluated. Fishbeck is working on the final deliverables related to the roadmap going forward for the site including cost estimates for activities anticipated at the site and participated in a meeting related to this plan.

Memo

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

FROM: Jeff Hawkins, Vice President/Senior Hydrogeologist

DATE: February 23, 2023

RE: General/LBRF Funding Updates

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

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

Update:

General Review: Fishbeck attended the Project and Finance and Executive Committee meetings providing updates on projects and participating in review of the Comstock application.

Contractual Administrative Support: Fishbeck attended the Kalamazoo County Land Bank Authority meeting and completed a note summary of the meeting.

**2. Paper City Development – EGLE Grant Oversight
Project No: E190048 – W.O. 2019-2**

Update:

Fishbeck attended the team meeting. The team is preparing to close out the grant.

**3. Paper City Development – EGLE Loan Oversight
Project No: E190148 – W.O. 2019-4**

Update:

Fishbeck did not have any activities related to the loan this month.

**4. 3800 Wynn Road, Kalamazoo Twp., MI
Project No: E210178 – W.O. 2021-2**

Update:

The KCBRA staff is attempting to communicate with property owner to understand status of project and determine timing on preparing a brownfield plan for the site to at a minimum recoup the KCBRA's costs.

Item 8

2022 Budget Q4 YTD

2/23/2023

General - Fund 242 Expenditures				
Expenses - 242 accounts	2022 Proposed	2022 YTD	2021 Budget	
Salary Director	\$ 64,500.00	\$ 6,421.83	\$ 64,500.00	
Salaries, Other	\$ 2,900.00	\$ 41,283.27	\$ 2,900.00	
Fringe Benefits	\$ 25,000.00	\$ 17,458.31	\$ 25,000.00	
Postage	\$ 100.00	\$ 1.76	\$ 100.00	
Copy Charges	\$ 100.00	\$ 38.49	\$ 100.00	
Office Supply	\$ 200.00	\$ 26.54	\$ 200.00	
Contractual Services	\$ 13,000.00	\$ 9,065.20	\$ 13,000.00	
Site Study	\$ 10,000.00	\$ 2,950.25	\$ 10,000.00	
Contractual Other (Staffing)	\$ 9,000.00	\$ 9,065.20	\$ 9,000.00	
Contractual Services (Operations)	\$ 14,000.00	\$ 8,481.25	\$ 14,000.00	
Internal Communications Expense	\$ -	\$ 1,650.00	\$ -	
Communication Expense	\$ 1,500.00	\$ 300.00	\$ 1,500.00	
Travel	\$ 1,000.00	\$ 21.94	\$ 1,000.00	
Reserve for Future Use	\$ -	\$ -	\$ -	
Marketing program	\$ 1,000.00	\$ 300.00	\$ 1,000.00	
Equipment Maintenance	\$ -	\$ -	\$ -	
Employee Training	\$ 2,000.00	\$ -	\$ 2,000.00	
Miscellaneous	\$ 500.00	\$ -	\$ 500.00	
New Equipment	\$ -	\$ -	\$ -	
Administrative Expense	\$ -	\$ -	\$ -	
Indirect Costs	\$ 6,000.00	\$ 6,853.00	\$ 4,000.00	
Developer Reimbursements*	\$ -	\$ 105,908.50	\$ -	
Total	\$ 153,000.00	\$ 194,478.38	\$ 150,000.00	
* Not factored into total 2022 Admin Expenses				

General - Fund 242 Revenues				
Revenues - 242 accounts	2022 Proposed	2022 YTD	2021 Budget	
Previous Fund Bal	\$ -	\$ -	\$ -	
Grant Rev	\$ 10,000.00	\$ 9,621.78	\$ 10,000.00	
TIR Collection (Admin Fees)	2022 Budget	ACTUAL	2021 Budget	
Midlink	\$ 16,000.00	\$ 17,346.67	\$ 18,000.00	
Brown	\$ -	\$ -	\$ -	
General Mills	\$ 25,500.00	\$ 4,093.89	\$ 1,800.00	
Portage Rd	\$ 1,800.00	\$ 187.87	\$ 2,500.00	
Center/Orlae	\$ 20,000.00	\$ -	\$ 25,000.00	
Eliza Street	\$ 60.00	\$ 1,717.17	\$ 600.00	
Metal Mechanics	\$ 1,000.00	\$ 14,216.94	\$ 1,000.00	
232 LLC	\$ 1,000.00	\$ 122.34	\$ 400.00	
Blacklock	\$ 400.00	\$ 41.91	\$ -	
RAJ Ints	\$ 1,400.00	\$ 307.79	\$ 1,400.00	
Kalamazoo West	\$ 1,000.00	\$ 99.94	\$ -	
Art Service	\$ -	\$ -	\$ 1,000.00	
381/383 Picher	\$ 1,500.00	\$ 520.38	\$ -	
Styler	\$ 46,000.00	\$ 49,860.76	\$ -	
Stadium Park Way	\$ 7,000.00	\$ 2,891.31	\$ 1,000.00	
Holiday Lanes (Delta Conf. Ctr)	\$ 2,300.00	\$ 1,115.63	\$ -	
Scanned/Fedex	\$ -	\$ 14,216.94	\$ 1,500.00	
100 Island LLC	\$ 3,000.00	\$ 65.62	\$ 7,000.00	
Vicksburg Mill	\$ -	\$ 3,551.50	\$ 50,000.00	
PLSA	\$ -	\$ 5,480.00	\$ -	
Graphic Packaging	\$ -	\$ 4,716.36	\$ -	
Partnership with City BSA	\$ -	\$ -	\$ 1,800.00	
Subtotal Admin	\$ 137,860.00	\$ 104,478.38	\$ 140,000.00	
Total	\$ 147,860.00	\$ 104,478.38	\$ 150,000.00	

LBRF - Fund 242 Expenses				
LBRF Account Revenues	2022 Proposed	2022 YTD	2021 Budget	
City Grant for Future Use	\$ 180,000.00	\$ -	\$ 180,000.00	
Contractual Other	\$ 50,000.00	\$ 1,252.00	\$ 175,000.00	
GRAND TOTAL - 242 Expenses	\$ 230,000.00	\$ 1,252.00	\$ 355,000.00	

LBRF - Fund 242 Revenues				
LBRF Account Revenues	2022 Proposed	2022 YTD	2021 Budget	
TIR West Fund 242	\$ 230,000.00	\$ 996,425.37	\$ 175,000.00	
GRAND TOTAL - 242 Revenues	\$ 230,000.00	\$ 996,425.37	\$ 175,000.00	

Project Accounts - Expenditures				
Midlink Expenses	2022 Proposed	2022 YTD	2021 Budget	
Local TIR payments	\$ 379,000.00	\$ 220,480.33	\$ 377,000.00	
School TIR payments	\$ -	\$ -	\$ -	
Administrative	\$ 18,000.00	\$ 17,346.67	\$ 18,000.00	
TIR transfer to LBRF	\$ -	\$ 194,228.36	\$ -	
Total	\$ 397,000.00	\$ 432,055.36	\$ 395,000.00	

Project Accounts - Revenues				
Midlink Revenues	2022 Proposed	2022 YTD	2021 Budget	
Local TIR	\$ 395,000.00	\$ 389,638.44	\$ 395,000.00	
School TIR	\$ -	\$ 510,939.94	\$ -	
Total	\$ 395,000.00	\$ 890,578.38	\$ 395,000.00	

2008 Portage Rd Expenses				
2008 Portage Rd Expenses	2022 Proposed	2022 YTD	2021 Budget	
Local TIR payments to dev	\$ 200.00	\$ 998.61	\$ 200.00	
TIR to State BF Fund	\$ 400.00	\$ -	\$ -	
Administrative	\$ 1,800.00	\$ 167.37	\$ 1,800.00	
Total	\$ 2,400.00	\$ 2,064.67	\$ 2,000.00	

2008 Portage Rd. Revenues				
2008 Portage Rd. Revenues	2022 Proposed	2022 YTD	2021 Budget	
Local TIR	\$ 1,000.00	\$ -	\$ -	
School TIR	\$ -	\$ -	\$ -	
Total	\$ 2,000.00	\$ 4,152.50	\$ -	

General Mills Expenses				
General Mills Expenses	2022 Proposed	2022 YTD	2021 Budget	
Local TIR Payments	\$ 79,500.00	\$ 146,658.53	\$ 75,500.00	
School TIR payments	\$ 250,000.00	\$ 129,500.00	\$ 250,000.00	
Administrative	\$ 29,500.00	\$ 4,093.89	\$ 29,500.00	
TIR transfer to LBRF	\$ -	\$ 500,480.00	\$ -	
Total	\$ 359,000.00	\$ 776,727.73	\$ 355,000.00	

General Mills Revenue				
General Mills Revenue	2022 Proposed	2022 YTD	2021 Budget	
Local TIR	\$ 105,000.00	\$ 37,045.50	\$ 1,000.00	
School TIR	\$ 250,000.00	\$ 14,806.25	\$ 1,000.00	
Total	\$ 355,000.00	\$ 51,851.75	\$ 2,000.00	

Center @ Drake Expenses				
Center @ Drake Expenses	2022 Proposed	2022 YTD	2021 Budget	
TIR Payments	\$ -	\$ -	\$ -	
TIR transfer to LBRF	\$ 180,000.00	\$ 217,135.53	\$ 175,000.00	
Administrative	\$ 25,000.00	\$ -	\$ 25,000.00	
Total	\$ 205,000.00	\$ 217,135.53	\$ 200,000.00	

Center @ Drake Revenues				
Center @ Drake Revenues	2022 Proposed	2022 YTD	2021 Budget	
Local TIR	\$ 200,000.00	\$ 213,540.78	\$ 205,000.00	
Total	\$ 200,000.00	\$ 213,540.78	\$ 205,000.00	

555 E. Eliza Street Expenses				
555 E. Eliza Street Expenses	2022 Proposed	2022 YTD	2021 Budget	
Local TIR payments	\$ -	\$ -	\$ -	
School TIR payments	\$ 100.00	\$ -	\$ 100.00	
TIR to State BF Fund	\$ 100.00	\$ 36.00	\$ -	
Administrative	\$ 600.00	\$ 11.11	\$ 600.00	
Total	\$ 800.00	\$ 47.11	\$ 700.00	

555 E. Eliza Street Revenues				
555 E. Eliza Street Revenues	2022 Proposed	2022 YTD	2021 Budget	
Local TIR	\$ 400.00	\$ 430.97	\$ 200,000.00	
School TIR	\$ 300.00	\$ 285.14	\$ -	
Total	\$ 700.00	\$ 716.11	\$ 200,000.00	

232 LLC Expenses				
232 LLC Expenses	2022 Proposed	2022 YTD	2021 Budget	
Local TIR Payments	\$ 2,000.00	\$ 4,758.43	\$ 2,000.00	
Administrative	\$ 2,000.00	\$ 221.57	\$ 1,000.00	
Total	\$ 4,000.00	\$ 4,980.00	\$ 3,000.00	

232 LLC Revenues				
232 LLC Revenues	2022 Proposed	2022 YTD	2021 Budget	
Local TIR	\$ 3,000.00	\$ 4,841.50	\$ 400.00	
Total	\$ 3,000.00	\$ 4,841.50	\$ 400.00	

Blacklock Milland Expenses				
Blacklock Milland Expenses	2022 Proposed	2022 YTD	2021 Budget	
Local TIR Payments	\$ 500.00	\$ 291.31	\$ 500.00	
School TIR payments	\$ 50.00	\$ 947.20	\$ 50.00	
TIR to State BF Fund	\$ 100.00	\$ 93.00	\$ -	
Administrative	\$ 400.00	\$ 41.31	\$ 400.00	
Total	\$ 1,500.00	\$ 1,376.89	\$ 1,000.00	

Blacklock Milland Revenues				
Blacklock Milland Revenues	2022 Proposed	2022 YTD	2021 Budget	
Local TIR	\$ 500.00	\$ 1,025.22	\$ 500.00	
School TIR	\$ 500.00	\$ 775.96	\$ -	
Total	\$ 1,000.00	\$ 1,801.18	\$ 500.00	

RAJ Ints Expenses				
RAJ Ints Expenses	2022 Proposed	2022 YTD	2021 Budget	
Local TIR payments	\$ 5,700.00	\$ -	\$ 5,700.00	
School TIR payments	\$ 5,700.00	\$ -	\$ 5,700.00	
TIR to State BF Fund	\$ 800.00	\$ 809.50	\$ -	
TIR to LBRF	\$ -	\$ 13,871.79	\$ -	
Administrative	\$ 1,400.00	\$ -	\$ 1,400.00	
Total	\$ 13,500.00	\$ 14,681.29	\$ 12,700.00	

RAJ Ints Revenues				
RAJ Ints Revenues	2022 Proposed	2022 YTD	2021 Budget	
Local TIR	\$ 5,700.00	\$ 5,891.65	\$ 500.00	
School TIR	\$ 5,700.00	\$ 5,891.65	\$ 500.00	
Total	\$ 11,400.00	\$ 11,783.30	\$ 1,000.00	

Kalamazoo West Expenses				
Kalamazoo West Expenses	2022 Proposed	2022 YTD	2021 Budget	
Local TIR payments	\$ 4,000.00	\$ 5,238.43	\$ 4,000.00	
Administrative	\$ 1,000.00	\$ 99.94	\$ 1,000.00	
Total	\$ 5,000.00	\$ 5,228.34	\$ 5,000.00	

Kalamazoo West Revenues				
Kalamazoo West Revenues	2022 Proposed	2022 YTD	2021 Budget	
Local TIR	\$ 5,000.00	\$ 8,133.40	\$ 5,000.00	
Total	\$ 5,000.00	\$ 8,133.40	\$ 5,000.00	

Metal Mechanics Expenses				
Metal Mechanics Expenses	2022 Proposed	2022 YTD	2021 Budget	
Local TIR payments	\$ 4,000.00	\$ 4,714.24	\$ 4,000.00	
School TIR payments	\$ 5,000.00	\$ 59.65	\$ 5,000.00	
TIR to State BF Fund	\$ 700.00	\$ -	\$ 1,000.00	
TIR to LBRF	\$ -	\$ 2,333.92	\$ -	
Administrative	\$ 1,000.00	\$ 116.92	\$ 1,000.00	
Total	\$ 10,700.00	\$ 7,237.77	\$ 11,000.00	

Metal Mechanics Revenues				
Metal Mechanics Revenues	2022 Proposed	2022 YTD	2021 Budget	
Local TIR	\$ 4,000.00	\$ 4,714.24	\$ 5,000.00	
School TIR	\$ 6,000.00	\$ 69.65	\$ -	
Total	\$ 11,000.00	\$ 4,813.28	\$ 5,000.00	

Styler Expenses				
Styler Expenses	2022 Proposed	2022 YTD	2021 Budget	
Local TIR payments	\$ 754,000.00	\$ 1,465,710.29	\$ 750,000.00	
School TIR Payments	\$ 700,000.00	\$ 1,485,889.88	\$ 550,000.00	
TIR to State BF Fund	\$ 250,000.00	\$ 205,144.00	\$ 150,000.00	
Administrative	\$ 50,000.00	\$ 49,660.76	\$ 50,000.00	
Total	\$ 1,754,000.00	\$ 3,205,927.19	\$ 1,500,000.00	

Styler Revenues				
Styler Revenues	2022 Proposed	2022 YTD	2021 Budget	
Local TIR	\$ 800,000.00	\$ 1,020,212.12	\$ 800	

**FUND 243 MWalters
2-23-2023**

	Revenues	Expenses	<i>Estimated Pending reimb.</i>	REV-EXP
5 BRA Fund 243 for 2022 (Formerly Fund 247)				
6 County BRA (acct 24370300-)		0.00		0.00
7 Interest				0.00
8 Midlink local TIR tax (acct 24370301-420.00)	389,638.44	220,480.32		169,158.12
9 Midlink school TIR tax (acct 24370301-420.01)	510,939.94	394,228.36		116,712
10 Midlink Admin chg		17,346.67		
11 General Mills local TIR (acct 24370304-420.00)	37,074.55	146,858.51		-109,784
12 General Mills school TIR (acct 24370304-420.01)	14,806.25	129,903.00		-115,097
13 General Mills Admin chg		4,093.89		
14 9008 Portage Road local TIR (acct 24370303-420.00)	4,152.50	918.19		3,234
15 9008 Portage Road school TIR (acct 24370303-420.01)		958.61		-959
16 9008 Portage Road Admin Chg		167.87		
17 Corner @ Drake (24370305-420.00)	213,540.78	219,164.00		-5,623
18 Corner @ Drake Admin Chg		0.00		
19 555 E. Eliza St. Local TIR (24370306-420.00)	430.97			431
20 555 E. Eliza St. School TIR (24370306-420.01)	295.14	36.00		259
21 555 E. Eliza St. Admin Chg		17.17		
22 232 LLC (24370307-420.00)	4,841.10	4,758.43		83
23 232 LLC Admin. Chg		122.34		
24 Blackbird Billiards local TIR (24370308-420.00)	1,055.22	295.38		760
25 Blackbird Billiards School TIR (24370308-420.01)	775.96	1,040.20		-264.24
26 Blackbird Billiards Admin Chg		41.31		
27 RAI AZO, LLC local TIR (24370309-420.00)	13,974.17			13,974.17
28 RAI AZO, LLC School TIR (24370309-420.01)	5,891.65	809.50		5,082
29 RAI Admin Chg		320.79		
30 Kalamazoo West Prof Ctr Local TIR (24370310-010)	1,133.40	5,128.40		-3,995.00
31 Kalamazoo West Admin. Chg		99.94		
32 Metal Mechanics Local TIR (24370311-420.00)	4,910.93	4,724.28		187
33 Metal Mechanics School TIR (24370311-420.01)		59.65		-60
34 Metal Mechanics Admin. Chg.		116.92		
35 Scanell/Project Spartan Local TIR (24370318-420.00)	584,526.68	309,153.85		275,373
36 Scanell/Project Spartan School TIR (24370318-420.01)	146,047.97	16,355.00		129,693
37 Scanell/Project Spartan Admin. Chg.		14,741.94		
38 Stryker Local (24370313-420.00)	1,101,270.12	1,465,792.55		-364,522
39 Stryker School (24370313-420.01)	1,018,906.22	1,691,073.88		-672,168
40 Stryker Admin. Chg		49,060.76		
41 Stadium Park Way Local (24370314-420.00)	44,400.45	171,311.97		-126,912
42 Stadium Park Way School (24370314-420.01)	43,006.75	12,604.50		30,402
43 Stadium Park Way Admin Chg		2,869.31		
44 383 S. Pitcher St Local TIR (24370315-420.00)	12,850.12	12,429.24		421
45 383 S. Pitcher School TIR (24370315-420.01)	8,355.15	7,454.95		900
46 383 S. Pitcher Admin Chg		520.38		
47 Vicksburg Mill (24370316)		9,989.02		
48 Vicksburg Mill Admin. Chg		3,581.50		
49 Delta Marriott (24370317) Local TIR	32,346.39			
50 Delta Marriott School TIR				
51 Delta Marriott Admin. Chg		1,115.63		
52 2 and 10 Mills St. (Environmental Work)				
53 Graphic Packaging Local TIR (24370319-420.00)	78.11			78
54 Graphic Packaging School TIR (24370319-420.01)	101.20			101
55 Graphic Packaging Admin Chg		4,716.36		
56 IPUSA				
57 619 Porter St. (Environmental work)				
59 BRA ACTUAL TOTAL 2022 AS OF 3/16/2023	4,195,350.16	4,924,460.57	-	-729,110

5	BRA Fund 243 for 2023 (Formerly Fund 2473)	Revenues	Expenses	Estimated Pending reimb.	REV-EXP
6	County BRA (acct 24370300-)		0.00		0.00
7	Interest				0.00
8	Midlink local TIR tax (acct 24370301-420.00)				0.00
9	Midlink school TIR tax (acct 24370301-420.01)				0
10	Midlink Admin chg				
11	General Mills local TIR (acct 24370304-420.00)				0
12	General Mills school TIR (acct 24370304-420.01)				0
13	General Mills Admin chg				
14	9008 Portage Road local TIR (acct 24370303-420.00)				0
15	9008 Portage Road school TIR (acct 24370303-420.01)				0
16	9008 Portage Road Admin Chg				
17	Corner @ Drake (24370305-420.00)		2,602.89		-2,603
18	Corner @ Drake Admin Chg				
19	555 E. Eliza St. Local TIR (24370306-420.00)				0
20	555 E. Eliza St. School TIR (24370306-420.01)				0
21	555 E. Eliza St. Admin Chg				
22	232 LLC (24370307-420.00)				0
23	232 LLC Admin. Chg				
24	Blackbird Billiards local TIR (24370308-420.00)				0
25	Blackbird Billiards School TIR (24370308-420.01)				0.00
26	Blackbird Billiards Admin Chg				
27	RAI AZO, LLC local TIR (24370309-420.00)				0.00
28	RAI AZO, LLC School TIR (24370309-420.01)				0
29	RAI Admin Chg				
30	Kalamazoo West Prof Ctr Local TIR (24370310-010)				0.00
31	Kalamazoo West Admin. Chg				
32	Metal Mechanics Local TIR (24370311-420.00)				0
33	Metal Mechanics School TIR (24370311-420.01)				0
34	Metal Mechanics Admin. Chg.				
35	Scanell/Project Spartan Local TIR (24370318-420.00)				0
36	Scanell/Project Spartan School TIR (24370318-420.01)				0
37	Scanell/Project Spartan Admin. Chg.				
38	Stryker Local (24370313-420.00)				0
39	Stryker School (24370313-420.01)				0
40	Stryker Admin. Chg				
41	Stadium Park Way Local (24370314-420.00)				0
42	Stadium Park Way School (24370314-420.01)				0
43	Stadium Park Way Admin Chg				
44	383 S. Pitcher St Local TIR (24370315-420.00)				0
45	383 S. Pitcher School TIR (24370315-420.01)				0
46	383 S. Pitcher Admin Chg				
47	Vickburg Mill (24370316)				
48	Vicksburg Mill Admin. Chg				
49	Delta Marriott (24370317) Local TIR				
50	Delta Marriott School TIR				
51	Delta Marriott Admin. Chg				
52	2 and 10 Mills St. (Environmental Work)				
53	Graphic Packaging Local TIR (24370319-420.00)				0
54	Graphic Packaging School TIR (24370319-420.01)				0
55	Graphic Packaging Admin Chg				
56	IPUSA			5,480.00	
57	619 Porter St. (Environmental work)				
59	BRA ACTUAL TOTAL 2023 AS OF 03/16/2023	0.00	2,602.89	5,480.00	-8,083

-8,083 2,062,262

62	2020-23 Pending remaining of approved Work Orders & Other Expenses				
63	General Fund				
64	WO#17 - Gen Env. Consulting, Ammend. #1			85	unused in 2017
65	WO#2018-1 - General Env. Consulting			20	unused in 2018
66	WO#19 - Checker Motors MDEQ SSA grant application			\$1179 + \$58 application	
67					
68	WO# 2018-2 ET Annual Report Assistance			25	unused in 2018
69	WO# 2018-3 Website Assistance -Envirologic			42.5	unused in 2018
70	Web Hosting (annual expense)	300			
71	WO# 2019-1 General Environmental Consulting			1,516.25	unused in 2019
72	WO# 2019-3 General Env. Review 2018 Annual report			447.50	unused in 2019
73	WO# 2020-1 General Environmental Review ET			7,273.75	unused in 2020
74	WO#2021-1 General Env. + Admin. Envirologic			16,393.75	unused in 2021
75	WO#2022-1 General Environmental + admin			11,722.50	unused in 2022
76	WO#2023-1 General Environmental + Admin	19,840.00			
77					
78	2020 Pending TIF Payments to Developers & other expenses				
79	Eliza St. 2015-2019 TIF Hold for MDEQ Loan		2,717.37		
80	RAI AZO School & Interest		1,234		
81					
82	Fund 243 (247) Work Order TOTAL		24,091.10		-24,091.10 2,031,338
84	Local Brownfield Revolving Fund				
85	440 LLC - Funding Request		15,000.00	awaiting invoice submittal	
86	WO#2021-2 3800 Wynn Rd General Env.		6,832.02	Remaining amount in W.O.	-6,832.02 1,723,093
87	Fund 242 (643) Work Order TOTAL		21,832.02		
89	total work orders & other expenses from both accounts		45,923.12		

Pending reimbursements to Developers (with required documentation):

Delta Marriott Invoices	82,473.15
City of Portage Invoices (TBD)	0.00
Midlink Invoices (TBD)	0.00
2022 Developer Reimbursements (TBD)	0.00
ESTIMATED Total Remaining (w/remaining encumbrances TBD)	1,948,865.32

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	
Subtotals	1,752,880.11	29,787.51	1,723,092.60	
	Fund 242 TOTAL to date \$ 1,723,092.60			

*see Expense Detail 2023 for outstanding workorders