

# **Act 381 Brownfield Plan**

Subaru Redevelopment Project  
6565 West Main Street  
Kalamazoo, Michigan

Maple Hill Leaseholds, LLC

Project No. 241789  
June 20, 2025

## **Act 381 Brownfield Plan**

### **Subaru Redevelopment Project 6565 West Main Street Kalamazoo, Michigan**

**Prepared For:  
Maple Hill Leaseholds, LLC  
Kalamazoo, Michigan**

**June 20, 2025  
Project No. 241789**

**Recommended for Approval by Brownfield Redevelopment Authority on:** June 26, 2025  
**Supported by Local Unit of Government on:** July 8, 2025  
**Adopted by County Government on:** August 19, 2025

1.0	Introduction .....	1
1.1	Proposed Redevelopment and Future Use for Each Eligible Property .....	1
1.2	Eligible Property Information .....	1
2.0	Information Required by Section 13(2) of the Statute .....	2
2.1	Description of Costs to be Paid for with Tax Increment Revenues .....	2
2.1.1	Site Assessment and Baseline Environmental Assessment Activities .....	2
2.1.2	Lead and Asbestos Abatement .....	2
2.1.3	Building Demolition .....	2
2.1.4	Site Demolition .....	2
2.1.5	Brownfield Plan/Work Plan Preparation .....	3
2.1.6	Brownfield Plan/Work Plan Implementation .....	3
2.1.7	Contingency .....	3
2.1.8	Authority Administration Cost .....	3
2.1.9	Local Brownfield Revolving Fund .....	3
2.2	Summary of Eligible Activities .....	3
2.3	Estimate of Captured Taxable Value and Tax Increment Revenues .....	4
2.4	Method of Financing and Description of Advances Made by the Municipality .....	4
2.5	Maximum Amount of Note or Bonded Indebtedness .....	4
2.6	Duration of Brownfield Plan .....	4
2.7	Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions .....	4
2.8	Legal Description, Property Map, Statement of Qualifying Characteristics, and Personal Property .....	4
2.9	Estimates of Residents and Displacement of Individuals/Families .....	5
2.10	Plan for Relocation of Displaced Persons .....	5
2.11	Provisions for Relocation Costs .....	5
2.12	Strategy for Compliance with Michigan's Relocation Assistance Law .....	5
2.13	Other Material that the Authority or Governing Body Considers Pertinent .....	5

## List of Figures

Figure 1 – Location Map of the Eligible Property

Figure 2 – Site Plan

Figure 3 – Proposed Site Plan

## List of Tables

Table 1 – Summary of Eligible Costs

Table 2 – Total Captured Incremental Taxes Estimates

Table 3 – Estimated Reimbursement Schedule

## List of Appendices

Appendix 1 – Brownfield Plan Resolution(s)

Appendix 2 – Development/Reimbursement Agreement

Appendix 3 – Notice to Taxing Jurisdictions

Appendix 4 – Notice of Public Hearing

Appendix 5 – Functional Obsolescence Determination

### List of Abbreviations/Acronyms

Act 381	Brownfield Redevelopment Financing Act, 1996 PA 381, as amended
Authority	Kalamazoo County Brownfield Redevelopment Authority
Developer	Maple Hill Leaseholds, LLC
EGLE	Michigan Department of Environment, Great Lakes, and Energy
LBRF	Local Brownfield Revolving Fund
Maple Hill	Maple Hill Leaseholds, LLC
PA	Public Act
TIF	tax increment financing
TIR	tax increment revenues



## 1.0 Introduction

### 1.1 Proposed Redevelopment and Future Use for Each Eligible Property

Maple Hill Leaseholds, LLC (Maple Hill) is a division of Maple Hill Auto Group, an active family-owned and operated Kalamazoo-based car dealership and service center since 1995 with a rich history of a customer-focused business model and charitable contributions to the local community. Maple Hill has acquired the property located at 6565 West Main Street in Oshtemo Township with the desire to expand the services of Maple Hill Auto Group to better serve its customers, specifically relocating the Subaru brand services to the 6565 West Main Street location. Oshtemo Township is not a qualified local governmental unit (QLGU). The property contains the former Westside Medical Center, a functionally obsolete approximately 47,400-square-foot structure with inadequate electrical and water services that has remained largely vacant for the past three years. Brownfield conditions have complicated and increased the cost of redevelopment to restore the structure to functional use.

Maple Hill intends to demolish the one-story portion of the structure and remodel the two-story brick building, which will require extensive asbestos and lead abatement in order to safely reuse the structure. The brownfield conditions related to restoring the functionally obsolete property and the unforeseen abatement costs represent a significant cost that was not known during property acquisition and impacts project feasibility without brownfield incentive support. The 18-month construction period is anticipated to begin in the summer of 2025, resulting in approximately 40,246 square feet for the remodeled portion of the building plus a new addition, creating a showroom, sales office, service repair facility, and warehouse.

The new development represents many community benefits that align with Act 381 and township goals. While the project meets many of the Oshtemo Township brownfield project criteria, we will focus on meeting three criteria within this plan document, which in accordance with approved township policy allows for up to 20 years of local tax capture for the Developer. First, the project qualifies the criteria of functional obsolescence, returning the property which has been determined to be functionally obsolete by the local assessor, back to productive use and back on the tax rolls. Second, the total private investment is \$12 million, which will result in an increase in taxable value of \$2.37 million, which is greater than the township's minimum \$1 million increase to meet this criteria. Third, the project will add significant well-paid jobs, and documentation has been submitted to the Township Planning Director to satisfy this criteria. The proposed redevelopment will retain 37 jobs at this location and 133 jobs within the company, as well as create 31 new jobs as a result of the new development. Overall, the \$12 million private investment returns the functionally obsolete property back into productive use, increasing the tax rolls to the township and the county, utilizes renewable energy and energy-efficient design elements, and allows for the extension of Seeco Drive, which supports future redevelopment plans for Oshtemo Township. Consistent with Maple Hill Auto Group's commitment to giving back to the Kalamazoo community, the building will be specifically designed to lock the showroom portion after hours so that a community space that includes a gathering space, restrooms, and kitchenette amenities can be rented out to local nonprofits free of charge.

### 1.2 Eligible Property Information

The property located at 6565 West Main Street, Kalamazoo, Michigan 49009, consists of one parcel located in Oshtemo Township and Kalamazoo County, which has recently been split. The new 11.14-acre parcel has a parcel identification number of 39-05-14-330-021 and is currently zoned as 201 Commercial within the C, Local Business District with a Special Land Use as a vehicle sales lot approved by the township per Section 18.40 of the Township Zoning Ordinance. The property meets brownfield eligibility as "functionally obsolete" as defined by the Brownfield Redevelopment Financing Act, Act 381 of 1996, as amended and as designated by the Oshtemo Township Assessor. The Functional Obsolescence Determination is attached as Appendix 5. A property location map is also included as Figure 1, and a site plan is included as Figure 2.

## **2.0 Information Required by Section 13(2) of the Statute**

### **2.1 Description of Costs to be Paid for with Tax Increment Revenues**

Tax increment revenues will be used to reimburse Maple Hill Leaseholds, LLC (the “Developer”) for the cost of eligible activities as authorized by Act 381. Specifically, reimbursable expenses incurred, or to be incurred, by the Developer include site assessment and baseline environmental assessment activities, lead and asbestos abatement, building and site demolition, preparation of a Brownfield Plan, contingency on costs to be incurred, and the portion of soft costs (engineering, design, survey, or legal) directly attributed to the eligible costs. The Kalamazoo County Brownfield Redevelopment Authority (Authority) will also incur eligible expenses related to administrative costs and operating expense. Capture into the Local Brownfield Revolving Fund (LBRF) is also included in this Brownfield Plan as a cost to be paid for with tax increment revenues. Pre-approved eligible expenses will be reimbursed with local and state tax increment revenues (TIR). All other expenses will be reimbursed with local TIR only.

#### **2.1.1 Site Assessment and Baseline Environmental Assessment Activities**

Eligible costs of reimbursement include pre-approved activities for a total cost of \$15,800. Costs to complete a Phase I Environmental Site Assessment, at \$2,300, and an asbestos and lead survey, at \$13,500, are included as an eligible expense, statutorily eligible for reimbursement with both local and state capture. There are no contingencies included on these expenses as they have already been incurred.

#### **2.1.2 Lead and Asbestos Abatement**

Asbestos abatement is required prior to demolition and renovation of the structure. Lead abatement is also needed due to the lead panel walls associated with the former medical use of the structure. Asbestos and lead abatement, inclusive of air monitoring and disposal costs, is anticipated to cost \$75,000.

#### **2.1.3 Building Demolition**

The one-story portion of the structure will be fully demolished. The two-story portion of the structure will require selective interior demolition. Building demolition costs included as an eligible expense in this Brownfield Plan are anticipated to cost \$455,000 with \$330,000 of this category total to cover the building demolition itself. Backfill is estimated at \$30,000, and rough grading of the project site related to building demolition is estimated at \$50,000 and included as an eligible expense. Further, approximately \$45,000 is estimated for soft costs (engineering, design, survey, or legal) specifically associated with the eligible building demolition costs and is also included as an eligible expense in this Brownfield Plan.

#### **2.1.4 Site Demolition**

Approximately \$250,000 in site demolition costs are included in this Brownfield Plan as an eligible expense including the removal of abandoned utilities, parking lot and driveway removal, curbs and gutter removal, culvert removal and other stormwater component removal, fill compaction and rough grading, and associated soft costs. The removal of abandoned utilities, estimated at \$50,000; removal of approximately 1,200 square feet of asphalt parking lot, estimated at \$50,000; removal of a portion of the driveway if required by MDOT, estimated at \$10,000; removal of curbs and gutter to comply with township site plan and development requirements, estimated at \$20,000; removal of sidewalks, if needed, estimated at \$25,000; and removal of a culvert to support stormwater needs and removal of other stormwater components, estimated at \$5,000 and \$15,000, respectively, are all included as eligible expenses. Additionally, \$60,000 in eligible costs is anticipated for the clean backfill, compaction, and rough grading of site soils needed as a result of the associated demolition. Further, approximately \$15,000 is estimated for soft costs (engineering, design, and survey) specifically associated with the eligible site demolition costs and is also included as an eligible expense in this Brownfield Plan. Per the Act 381

Statute section 13b.8.f of 125.2663b, demolition is considered pre-approved for up to \$250,000; therefore, site demolition will be reimbursed with both State and Local TIR.

### **2.1.5 Brownfield Plan/Work Plan Preparation**

The cost to prepare the Brownfield Plan is anticipated to be \$12,000, which will be incurred by the Developer and is included as an eligible expense. Preparation of an Act 381 Work Plan is not anticipated for this project.

### **2.1.6 Brownfield Plan/Work Plan Implementation**

An Act 381 Work Plan will not be pursued for this project. Significant Brownfield Plan implementation costs are not anticipated. It is anticipated that administrative fees collected within this plan by the Authority will be sufficient to cover any implementation costs incurred by the authority. \$2,500 is included as an eligible implementation expense to cover reimbursement submission activities borne by the Developer.

### **2.1.7 Contingency**

Additionally, 15% contingency is included as an eligible expense for costs yet to be incurred, totaling \$117,000. The plan does not include a contingency on Michigan Department of Environment, Great Lakes, and Energy (EGLE) pre-approved eligible activities, Brownfield Plan/Work Plan preparation, or Brownfield Plan/Work Plan implementation costs.

### **2.1.8 Authority Administration Cost**

Administration costs of the Authority are included as eligible costs within this Brownfield Plan, estimated as 10% of annual local capture, totaling \$132,763 as an estimate to be determined by the Authority.

### **2.1.9 Local Brownfield Revolving Fund**

The plan includes five years of capture into the Authority's LBRF as an eligible expense, the amount of which will be determined by actual tax increment available during these five years but is anticipated to be \$403,193.

## **2.2 Summary of Eligible Activities**

Eligible activities include pre-approved baseline environmental activities, asbestos and lead abatement, building demolition, site demolition, associated soft costs, contingencies, and local-only costs. Brownfield Plan preparation and implementation costs as well as administrative and operating expenses of the Authority are also eligible activities.

### **Environmental Activities**

There will be no environmental eligible activities conducted that require EGLE approval.

### **Non-Environmental Activities**

This is a local-only plan, and therefore, there are no non-environmental costs requiring Michigan Economic Development Corporation (MEDC) approval. Eligible activities include lead and asbestos abatement, inclusive of air monitoring and disposal costs and selective interior building demolition, which will be reimbursed with local-only TIR. Significant site demolition activities are also needed to support redevelopment and are included as a pre-approved eligible expense reimbursed with both State and Local TIR for up to \$250,000.

### **Authority Expenses**

Eligible administrative costs incurred by the Authority are included in this plan as an eligible expense at a flat fee of 10% of local tax capture. It is understood that administrative costs are calculated by the Authority rather than based on a flat fee, so this amount represents an estimate to be determined by the Authority.

### **Contingencies**

A contingency of 15% on eligible hard costs has been included in the plan. The plan does not include a contingency on EGLE pre-approved eligible activities.

## **2.3 Estimate of Captured Taxable Value and Tax Increment Revenues**

The 2025 baseline taxable value is \$1,529,600. The Township Assessor has estimated a future taxable value of \$3,900,000 after redevelopment. Construction is anticipated to begin in the summer of 2025 and be completed by the end of 2026.

Reimbursements will be made based on actual costs and actual local tax increment revenues captured during the term of the Brownfield Plan. An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. This plan captures real property tax increment revenues and assumes a 1% annual increase in the taxable value of the eligible property. Pursuant to Act 381, local debt millages and special assessments will not be captured.

## **2.4 Method of Financing and Description of Advances Made by the Municipality**

The eligible activities contemplated under this plan will be financed by the Developer, as outlined in this plan and the accompanying development and reimbursement agreement (Appendix 2). Reimbursement of eligible activities will be made with local tax increment revenues only. No advances from the township or county are anticipated at this time.

## **2.5 Maximum Amount of Note or Bonded Indebtedness**

At this time, there are no plans by the Authority to incur indebtedness to support the development of this site, but such plans could be made in the future to assist in the development if the Authority so chooses.

## **2.6 Duration of Brownfield Plan**

The Authority intends to begin the capture of tax increment as early as 2027 and anticipates fully reimbursing the Developer in 14 years. This plan will remain in place for 19 years, or until the eligible activities have been fully reimbursed and up to five full years of capture into the LBRF (not to exceed the cost of eligible activities), whichever occurs sooner. An analysis showing the reimbursement schedule is attached in Table 3.

## **2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions**

An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions is illustrated in detail in Table 2.

## **2.8 Legal Description, Property Map, Statement of Qualifying Characteristics, and Personal Property**

The property is qualified as “functionally obsolete” and consists of one parcel occupying approximately 11.14 acres. The parcel identification number for the property is included below. A map showing eligible property dimensions is attached in Figure 2. It is noted that the property subject to this Brownfield Plan is based on the geographic area itself and may include any parcel splits or combinations in the future and any address or parcel identification number changes. Adjacent public right-of-way is also included within the geographic area subject to this Brownfield Plan. Personal property, if applicable, is included as eligible property within this Brownfield Plan.

The legal description for the parcel is as follows:

Parcel ID No.: 39-05-14-330-021

SEC 14-2-12 BEG AT INT N&S 1/4 LI & SLY ROW LI WEST MAIN ST. 80.64 FT S 01DEG-17'-03" W OF C1/4 POST TH CONT S 01DEG-17'-03" W 729 FT TH N 89DEG-02'-49" W 435 FT TH WLY 243.45 FT ALG A CURVE LT (RAD 381.93 FT & CHD S 72DEG-41'-33" W 239.35 FT) TH N 01DEG-20'-24" E 797 FT TO SLY ROW LI OF WEST MAIN ST. TH S 89DEG-39'14" E 661.16 FT TO BEG 12/19/2024 INTO 05-14-330-021, 05-14-330-025

## **2.9 Estimates of Residents and Displacement of Individuals/Families**

There are no residents or families residing at this property, and thus no residents, families, or individuals will be displaced by the project.

## **2.10 Plan for Relocation of Displaced Persons**

No persons reside on the eligible property. Therefore, this section is not applicable.

## **2.11 Provisions for Relocation Costs**

No persons reside on the eligible property. Therefore, this section is not applicable.

## **2.12 Strategy for Compliance with Michigan's Relocation Assistance Law**

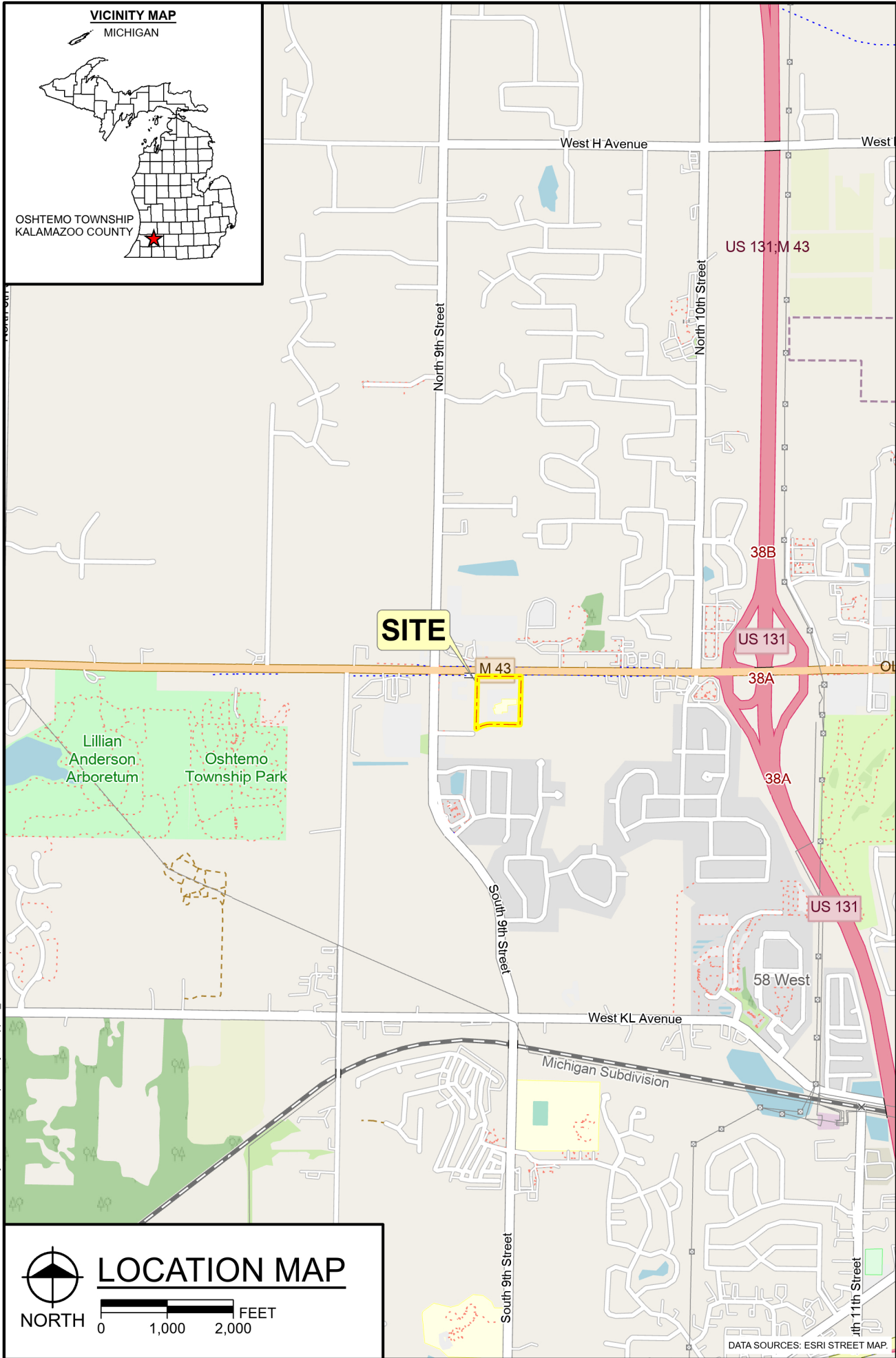
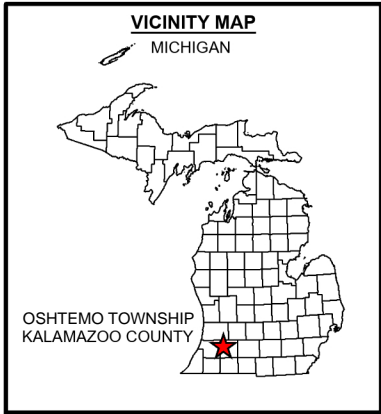
No persons reside on the eligible property. Therefore, a strategy for compliance with 1972 PA 227, MCL 213.321 to 213.332, and this section are not applicable.

## **2.13 Other Material that the Authority or Governing Body Considers Pertinent**

This plan helps to offset the cost of brownfield conditions associated with the redevelopment of the Subject Property through reimbursement of eligible activities with the new tax increment generated by the redevelopment. As a local-only plan, there may be a look back period for eligible activities incurred prior to adoption of the plan. Any costs incurred prior to Brownfield Plan approval are at the Developer's risk of reimbursement if the Brownfield Plan is ultimately not approved. In addition to compliance with Act 381, this plan also meets at least three of the township-specific brownfield project criteria and returns the functionally obsolete property back into productive use, increasing the tax rolls to the township and the county, while utilizing renewable energy and energy-efficient design elements.

# Figures

---



Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

# 6565 W. Main St Subaru Redevelopment

6565 W. Main St, Kalamazoo, MI 49009 (Oshtemo Township)

## Brownfield Plan

PROJECT NO.  
241789

FIGURE NO.  
**1**






PLOT INFO: Z:\2024\241789\CAD\GIS\Proj\BrownField Plan.aprx Layout: App 2b\_Site Map Date: 3/10/2025 12:26 PM User: mball



**LEGEND**

 Approximate Property Boundary



Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.


**6565 W. Main St Subaru Redevelopment**  
6565 W. Main St, Kalamazoo, MI 49009 (Oshtemo Township)

**Brownfield Plan**

PROJECT NO.  
241789

FIGURE NO.  
**2**

DATA SOURCES: ESRI HYBRID REFERENCE LAYER & MISAIL IMAGERY.

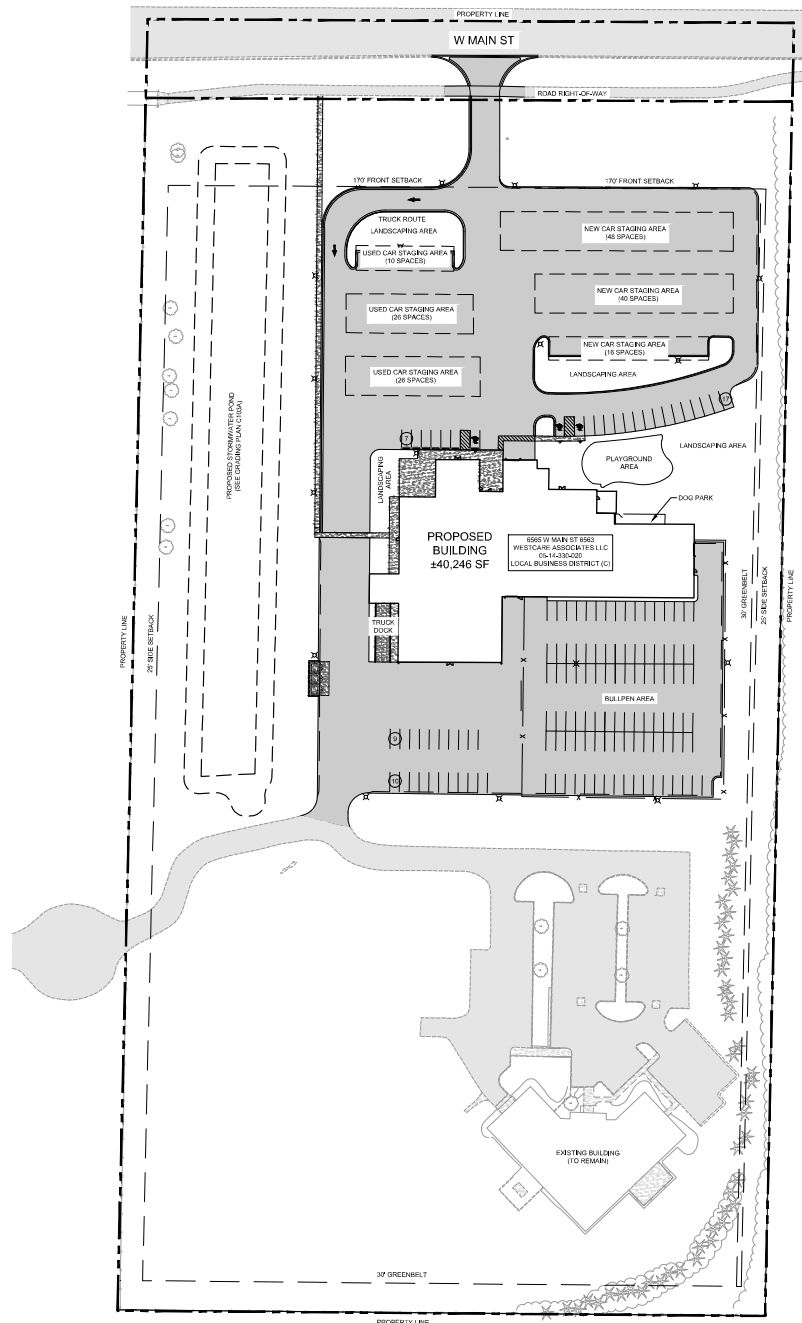


**SITE MAP**

NORTH

0 75 150 FEET

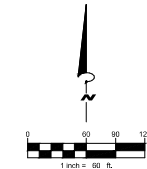




8819 W MAIN ST  
VANDERBERG PROPERTIES LLC  
05-44-030-004  
LOCAL BUSINESS DISTRICT (C)

SECO CD  
SECO INVESTMENTS  
05-14-030-001  
LOCAL BUSINESS DISTRICT (C)

8819 W MAIN ST  
BENTLEY RESIDENTIAL LLC  
05-14-030-001  
RESIDENCE DISTRICT (R2)  
WEST MAIN COMMERCIAL OVERLAY  
WEST MAIN RESIDENTIAL OVERLAY



#### SITE INFORMATION

<b>ZONING:</b>	C - LOCAL BUSINESS
<b>SITE AREA:</b>	18.9 ACRES (821,271 SF)
<b>BUILDING AREA:</b>	55,154 SF (6.7%)
<b>NUMBER OF STORES:</b>	2
<b>IMPERVIOUS COVERAGE:</b>	470,442 SF (57.3%)
<b>PROPOSED GREEN SPACE:</b>	350,829 SF (42.7%)
<b>BUILDING SETBACKS:</b>	
FRONT:	170 FT (FROM CENTER OF ROAD ROW)
SIDE:	30 FT (GREENBELT)
REAR:	30 FT (GREENBELT)
<b>OFF-STREET PARKING REQUIREMENTS:</b>	
STANDARD PARKING SPACE:	10 FT X 20 FT
1 PARKING SPACE PLUS 400 SF OF ADA DEVIATED TO SALES AND/OR DISPLAY:	5,204 SF (JFA SALES DISPLAY) 400 SF = 13 SPACES
<b>TOTAL SPACES REQUIRED:</b>	13 SPACES
<b>TOTAL SPACES PROVIDED:</b>	43 SPACES
<b>ADA PARKING SPACES REQUIRED:</b>	1 SPACES
<b>ADA PARKING SPACES PROVIDED:</b>	3 SPACES

#### SITE GENERAL NOTES

- DIMENSIONS REFER TO THE FACE OF CURB UNLESS OTHERWISE NOTED
- CONTRACTOR TO FIELD VERIFY ALL EXISTING TOPOGRAPHY AND STRUCTURES ON SITE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.
- BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING, UNLESS NOTED OTHERWISE.
- REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.

#### PAVEMENT LEGEND

	<b>STANDARD DUTY CONCRETE PAVEMENT:</b> SEE DETAILS
	<b>HEAVY DUTY CONCRETE PAVEMENT:</b> SEE DETAILS
	<b>STANDARD DUTY PAVEMENT:</b> 1.5" HMA (1668SYD) SET TOP COURSE 1.5" HMA (1668SYD) #1 LEVELING COURSE 6" AGGREGATE BASE, 22A 12" SUBBASE, 10P

Subaru Redevelopment  
Brownfield Plan  
Figure 3 -Proposed Site Plan

DATE	BY
REVISIONS	NO.
ADDRESS: 10123 S M43, SUITE E DELTON, MI 49846 PHONE: (269) 361-5600	
SCALE AS NOTED	DESIGNED BY: JAH
	DRAWN BY: COW
	CHECKED BY: NYC
<b>- PRELIMINARY -</b> NOT FOR CONSTRUCTION	
<b>OVERALL SITE PLAN</b>	
<b>W MAIN ST SUBARU</b> KALAMAZOO, MI	
ORIGINAL ISSUE: 02/06/2024	
PROJECT NO. 24001	
SHEET NUMBER C101	

# Tables

---

**Table 1 – Summary of Eligible Costs**  
 Act 381 Brownfield Plan  
 Subaru Redevelopment Brownfield Plan

**EGLE Eligible Activities Costs and Schedule**

EGLE Eligible Activities	Cost	Completion Season/Year
<b>Baseline Environmental Assessment (BEA) - Statutorily Approved</b>	<b>\$ 15,800</b>	
<i>Phase I and II Environmental Site Assessments</i>	\$ 2,300	
<i>Asbestos, Lead, and Mold Surveys</i>	\$ 13,500	
<b>EGLE Eligible Activities Subtotal</b>	<b>\$ 15,800</b>	
<b>Contingency (0%)</b>	<b>\$ -</b>	
<b>EGLE Eligible Activities Total Costs</b>	<b>\$ 15,800</b>	

**Table 1 – Summary of Eligible Costs**  
Act 381 Brownfield Plan  
Subaru Redevelopment Brownfield Plan

**MEDC Eligible Activities Costs and Schedule**

MEDC Eligible Activities	Cost	Completion Season/Year
<b>Lead and Asbestos Abatement</b>	<b>\$ 75,000</b>	
<i>Abatement including disposal and air monitoring</i>	\$ 75,000	
<b>Building Demolition</b>	<b>\$ 455,000</b>	
<i>Building Demolition/Deconstruction</i>	\$ 330,000	
<i>Backfill</i>	\$ 30,000	
<i>Rough Grading</i>	\$ 50,000	
<i>Soft Costs (Engineering, Design, Survey, Legal, other Professional)</i>	\$ 45,000	
<b>Site Demolition (Pre-Approved)</b>	<b>\$ 250,000</b>	
<i>Removal of Abandoned Utilities</i>	\$ 50,000	
<i>Parking Lot removal</i>	\$ 50,000	
<i>Driveway removal</i>	\$ 10,000	
<i>Curbs, gutter removal</i>	\$ 20,000	
<i>Culvert removal</i>	\$ 5,000	
<i>Sidewalks, bike parths removal (around building)</i>	\$ 25,000	
<i>Other Site Demolition (stormwater components removal)</i>	\$ 15,000	
<i>Fill, compaction, rough grading</i>	\$ 60,000	
<i>Soft Costs (Engineering, Design, Survey, Legal, other Professional)</i>	\$ 15,000	
<b>MEDC Eligible Activities Subtotal</b>	<b>\$ 780,000</b>	
<b>Contingency (15%)</b>	<b>\$ 117,000</b>	
<b>Brownfield Plan Preparation</b>	<b>\$ 12,000</b>	
<b>Brownfield Plan Implementation</b>	<b>\$ 2,500</b>	
<b>MEDC Eligible Activities Total Costs</b>	<b>\$ 911,500</b>	

Estimated Taxable Value (TV) Increase Rate: 1% increase per year											
Plan Year	1	2	3	4	5	6	7	8	9	10	11
Calendar Year	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
*Base Taxable Value	\$ 1,529,600	\$ 1,529,600	\$ 1,529,600	\$ 1,529,600	\$ 1,529,600	\$ 1,529,600	\$ 1,529,600	\$ 1,529,600	\$ 1,529,600	\$ 1,529,600	\$ 1,529,600
Future Taxable Value	\$ 3,900,000	\$ 3,939,000	\$ 3,978,390	\$ 4,018,174	\$ 4,058,356	\$ 4,098,939	\$ 4,139,929	\$ 4,181,328	\$ 4,223,141	\$ 4,265,373	\$ 4,308,026
Incremental Difference (New TV - Base TV)	\$ 2,370,400	\$ 2,409,400	\$ 2,448,790	\$ 2,488,574	\$ 2,528,756	\$ 2,569,339	\$ 2,610,329	\$ 2,651,728	\$ 2,693,541	\$ 2,735,773	\$ 2,778,426

School Capture	Millage Rate										
State Education Tax (SET)	6.0000	\$ 14,222	\$ 14,456	\$ 14,692	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
School Operating Tax	17.6757	\$ 41,898	\$ 42,587	\$ 43,284	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
School Total	23.6757	\$ 56,120	\$ 57,043	\$ 57,976	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Local Capture	Millage Rate										
County Operating	4.6202	\$ 10,952	\$ 11,132	\$ 11,314	\$ 11,498	\$ 11,683	\$ 11,871	\$ 12,060	\$ 12,252	\$ 12,445	\$ 12,640
KRESA	6.9785	\$ 16,542	\$ 16,814	\$ 17,089	\$ 17,367	\$ 17,647	\$ 17,930	\$ 18,216	\$ 18,505	\$ 18,797	\$ 19,092
KVCC	2.7729	\$ 6,573	\$ 6,681	\$ 6,790	\$ 6,901	\$ 7,012	\$ 7,125	\$ 7,238	\$ 7,353	\$ 7,469	\$ 7,586
Library - Kal	3.8893	\$ 9,219	\$ 9,371	\$ 9,524	\$ 9,679	\$ 9,835	\$ 9,993	\$ 10,152	\$ 10,313	\$ 10,476	\$ 10,640
Co Public Saftey	1.4344	\$ 3,400	\$ 3,456	\$ 3,513	\$ 3,570	\$ 3,627	\$ 3,685	\$ 3,744	\$ 3,804	\$ 3,864	\$ 3,924
Housing Fund	0.7434	\$ 1,762	\$ 1,791	\$ 1,820	\$ 1,850	\$ 1,880	\$ 1,910	\$ 1,941	\$ 1,971	\$ 2,002	\$ 2,034
County Seniors	0.3462	\$ 821	\$ 834	\$ 848	\$ 862	\$ 875	\$ 890	\$ 904	\$ 918	\$ 933	\$ 947
County 911	0.6442	\$ 1,527	\$ 1,552	\$ 1,578	\$ 1,603	\$ 1,629	\$ 1,655	\$ 1,682	\$ 1,708	\$ 1,735	\$ 1,762
KCTA Transit	0.3102	\$ 735	\$ 747	\$ 760	\$ 772	\$ 784	\$ 797	\$ 810	\$ 823	\$ 836	\$ 849
CCTA Transit	0.8933	\$ 2,117	\$ 2,152	\$ 2,188	\$ 2,223	\$ 2,259	\$ 2,295	\$ 2,332	\$ 2,369	\$ 2,406	\$ 2,444
Township	1.5000	\$ 3,556	\$ 3,614	\$ 3,673	\$ 3,733	\$ 3,793	\$ 3,854	\$ 3,915	\$ 3,978	\$ 4,040	\$ 4,104
Roads	1.2500	\$ 2,963	\$ 3,012	\$ 3,061	\$ 3,111	\$ 3,161	\$ 3,212	\$ 3,263	\$ 3,315	\$ 3,367	\$ 3,420
Co Veterans Fund	0.0997	\$ 236	\$ 240	\$ 244	\$ 248	\$ 252	\$ 256	\$ 260	\$ 264	\$ 269	\$ 273
Local Total	25.4823	\$ 60,403	\$ 61,397	\$ 62,401	\$ 63,415	\$ 64,439	\$ 65,473	\$ 66,517	\$ 67,572	\$ 68,638	\$ 69,714

Non-Capturable Millages	Millage Rate										
School Debt	8.2000	\$ 19,437	\$ 19,757	\$ 20,080	\$ 20,406	\$ 20,736	\$ 21,069	\$ 21,405	\$ 21,744	\$ 22,087	\$ 22,433
Juvenile Home	0.1176	\$ 279	\$ 283	\$ 288	\$ 293	\$ 297	\$ 302	\$ 307	\$ 312	\$ 317	\$ 322
Fire Dist 2	5.7500	\$ 13,630	\$ 13,854	\$ 14,081	\$ 14,309	\$ 14,540	\$ 14,774	\$ 15,009	\$ 15,247	\$ 15,488	\$ 15,731
Police 2004	2.8000	\$ 6,637	\$ 6,746	\$ 6,857	\$ 6,968	\$ 7,081	\$ 7,194	\$ 7,309	\$ 7,425	\$ 7,542	\$ 7,660
Non-Capturable Total	16.8676	\$ 39,983	\$ 40,641	\$ 41,305	\$ 41,976	\$ 42,654	\$ 43,339	\$ 44,030	\$ 44,728	\$ 45,434	\$ 46,146

Total Tax Increment Revenue (TIR) Available for Capture	\$ 116,523	\$ 118,440	\$ 120,377	\$ 63,415	\$ 64,439	\$ 65,473	\$ 66,517	\$ 67,572	\$ 68,638	\$ 69,714	70,801
---	------------	------------	------------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	--------

NOTES:  
2024 Millage Rates Used

Table 2 – Total Captured Incremental Taxes Schedule

Act 381 Brownfield Plan

Subaru Redevelopment, 6565 W. Main Street,  
Kalamazoo, MI

Estimated Taxable Value (TV) Increase Rate: 1% increase per year

Plan Year	12	13	14	15	16	17	18	19	Totals
Calendar Year	2038	2039	2040	2041	2042	2043	2044	2045	
*Base Taxable Value	\$ 1,529,600	\$ 1,529,600	\$ 1,529,600	\$ 1,529,600	\$ 1,529,600	\$ 1,529,600	\$ 1,529,600	\$ 1,529,600	\$ -
Future Taxable Value	\$ 4,351,107	\$ 4,394,618	\$ 4,438,564	\$ 4,482,949	\$ 4,527,779	\$ 4,573,057	\$ 4,618,787	\$ 4,664,975	\$ -
Difference (New TV - Base TV)	\$ 2,821,507	\$ 2,865,018	\$ 2,908,964	\$ 2,953,349	\$ 2,998,179	\$ 3,043,457	\$ 3,089,187	\$ 3,135,375	\$ -

[illegible]

Local Capture	Millage Rate																		
County Operating	4.6202	\$	13,036	\$	13,237	\$	13,440	\$	13,645	\$	13,852	\$	14,061	\$	14,273	\$	14,486	\$	240,713
KRESA	6.9785	\$	19,690	\$	19,994	\$	20,300	\$	20,610	\$	20,923	\$	21,239	\$	21,558	\$	21,880	\$	363,580
KVCC	2.7729	\$	7,824	\$	7,944	\$	8,066	\$	8,189	\$	8,314	\$	8,439	\$	8,566	\$	8,694	\$	144,468
Library - Kal	3.8893	\$	10,974	\$	11,143	\$	11,314	\$	11,486	\$	11,661	\$	11,837	\$	12,015	\$	12,194	\$	202,633
Co Public Saftey	1.4344	\$	4,047	\$	4,110	\$	4,173	\$	4,236	\$	4,301	\$	4,366	\$	4,431	\$	4,497	\$	74,732
Housing Fund	0.7434	\$	2,098	\$	2,130	\$	2,163	\$	2,196	\$	2,229	\$	2,263	\$	2,297	\$	2,331	\$	38,731
County Seniors	0.3462	\$	977	\$	992	\$	1,007	\$	1,022	\$	1,038	\$	1,054	\$	1,069	\$	1,085	\$	18,037
County 911	0.6442	\$	1,818	\$	1,846	\$	1,874	\$	1,903	\$	1,931	\$	1,961	\$	1,990	\$	2,020	\$	33,563
KCTA Transit	0.3102	\$	875	\$	889	\$	902	\$	916	\$	930	\$	944	\$	958	\$	973	\$	16,161
CCTA Transit	0.8933	\$	2,520	\$	2,559	\$	2,599	\$	2,638	\$	2,678	\$	2,719	\$	2,760	\$	2,801	\$	46,541
Township	1.5000	\$	4,232	\$	4,298	\$	4,363	\$	4,430	\$	4,497	\$	4,565	\$	4,634	\$	4,703	\$	78,150
Roads	1.2500	\$	3,527	\$	3,581	\$	3,636	\$	3,692	\$	3,748	\$	3,804	\$	3,861	\$	3,919	\$	65,125
Co Veterans Fund	0.0997	\$	281	\$	286	\$	290	\$	294	\$	299	\$	303	\$	308	\$	313	\$	5,194
Local Total	25.4823	\$	71,898	\$	73,007	\$	74,127	\$	75,258	\$	76,400	\$	77,554	\$	78,720	\$	79,897	\$	1,327,630

<u>Non-Capturable Millages</u>	Millage Rate																		
School Debt	8.2000	\$	23,136	\$	23,493	\$	23,854	\$	24,217	\$	24,585	\$	24,956	\$	25,331	\$	25,710	\$	427,221
Juvenile Home	0.1176	\$	332	\$	337	\$	342	\$	347	\$	353	\$	358	\$	363	\$	369	\$	6,127
Fire Dist 2	5.7500	\$	16,224	\$	16,474	\$	16,727	\$	16,982	\$	17,240	\$	17,500	\$	17,763	\$	18,028	\$	299,576
Police 2004	2.8000	\$	7,900	\$	8,022	\$	8,145	\$	8,269	\$	8,395	\$	8,522	\$	8,650	\$	8,779	\$	145,880
<b>Non-Capturable Total</b>	<b>16.8676</b>	<b>\$</b>	<b>47,592</b>	<b>\$</b>	<b>48,326</b>	<b>\$</b>	<b>49,067</b>	<b>\$</b>	<b>49,816</b>	<b>\$</b>	<b>50,572</b>	<b>\$</b>	<b>51,336</b>	<b>\$</b>	<b>52,107</b>	<b>\$</b>	<b>52,886</b>	<b>\$</b>	<b>878,803</b>

<b>Total Tax Increment Revenue (TIR) Available for Capture</b>	\$	71,898	\$	73,007	\$	74,127	\$	75,258	\$	76,400	\$	77,554	\$	78,720	\$	79,897	<b>\$</b>	<b>1,498,769</b>
--	----	--------	----	--------	----	--------	----	--------	----	--------	----	--------	----	--------	----	--------	-----------	------------------

**NOTES:**  
2024 Millage Rates Used

Table 3 – Estimated Reimbursement Schedule  
Act 381 Brownfield Plan  
Subaru Redevelopment, 6565 E. Main Street,  
Kalamazoo, MI

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	48.2%	\$ 128,016	\$ -	\$ 128,016
Local	51.8%	\$ 137,784	\$ 661,500	\$ 799,284
TOTAL				
EGLE	1.7%	\$ 15,800	\$ -	\$ 15,800
Pre-Approved	27.0%	\$ 250,000	\$ -	\$ 250,000
Local-Only	71.3%	\$ -	\$ 661,500	\$ 661,500

Estimated Total  
Years of Plan:

19

Estimated Capture		
Administrative Fees	\$	132,763
State Brownfield Redevelopment Fund	\$	21,685
Local Brownfield Revolving Fund	\$	403,193

	1	2	3	4	5	6	7	8	9	10	11	12	13
	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
Total State Incremental Revenue	\$ 56,120	\$ 57,043	\$ 57,976	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Brownfield Redevelopment Fund (50% of SET)	\$ 7,111	\$ 7,228	\$ 7,346	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State TIR Available for Reimbursement	\$ 49,009	\$ 49,815	\$ 50,630	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Local Incremental Revenue	\$ 60,403	\$ 61,397	\$ 62,401	\$ 63,415	\$ 64,439	\$ 65,473	\$ 66,517	\$ 67,572	\$ 68,638	\$ 69,714	\$ 70,801	\$ 71,898	\$ 73,007
BRA Administrative Fee (10%)	\$ 6,040	\$ 6,140	\$ 6,240	\$ 6,341	\$ 6,444	\$ 6,547	\$ 6,652	\$ 6,757	\$ 6,864	\$ 6,971	\$ 7,080	\$ 7,190	\$ 7,301
Local TIR Available for Reimbursement	\$ 54,363	\$ 55,257	\$ 56,161	\$ 57,073	\$ 57,995	\$ 58,925	\$ 59,865	\$ 60,815	\$ 61,774	\$ 62,742	\$ 63,721	\$ 64,709	\$ 65,707
Total State & Local TIR Available	\$ 103,372	\$ 105,072	\$ 106,791	\$ 57,073	\$ 57,995	\$ 58,925	\$ 59,865	\$ 60,815	\$ 61,774	\$ 62,742	\$ 63,721	\$ 64,709	\$ 65,707

DEVELOPER	Beginning Balance														
Reimbursement Balance	\$ 927,300	\$ 823,928	\$ 718,856	\$ 633,503	\$ 576,430	\$ 518,435	\$ 459,510	\$ 399,645	\$ 338,830	\$ 277,056	\$ 214,313	\$ 150,593	\$ 85,884	\$ 20,178	

EGLE Environmental Costs	\$ 15,800	\$ 15,800	\$ 7,633	\$ 7,067	\$ 6,492	\$ 5,907	\$ 5,312	\$ 4,709	\$ 4,095	\$ 3,472	\$ 2,839	\$ 2,196	\$ 1,543	\$ 880	
State Tax Reimbursement	\$ 7,610	\$ 7,610	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Tax Reimbursement	\$ 8,190	\$ 557	\$ 566	\$ 575	\$ 585	\$ 594	\$ 604	\$ 613	\$ 623	\$ 633	\$ 643	\$ 653	\$ 663	\$ 673	
Total EGLE Reimbursement Balance		\$ 7,633	\$ 7,067	\$ 6,492	\$ 5,907	\$ 5,312	\$ 4,709	\$ 4,095	\$ 3,472	\$ 2,839	\$ 2,196	\$ 1,543	\$ 880	\$ 207	

Pre-Approved Costs	\$ 250,000	\$ 250,000	\$ 199,786	\$ 141,012	\$ 102,715	\$ 93,461	\$ 84,058	\$ 74,504	\$ 64,797	\$ 54,937	\$ 44,921	\$ 34,748	\$ 24,417	\$ 13,925
State Tax Reimbursement	\$ 120,406	\$ 41,399	\$ 49,815	\$ 29,192	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ 129,594	\$ 8,814	\$ 8,959	\$ 9,106	\$ 9,254	\$ 9,403	\$ 9,554	\$ 9,706	\$ 9,860	\$ 10,016	\$ 10,173	\$ 10,331	\$ 10,492	\$ 10,653
Total EGLE Reimbursement Balance		\$ 199,786	\$ 141,012	\$ 102,715	\$ 93,461	\$ 84,058	\$ 74,504	\$ 64,797	\$ 54,937	\$ 44,921	\$ 34,748	\$ 24,417	\$ 13,925	\$ 3,272

MEDC Non-Environmental Costs	\$ 661,500	\$ 661,500	\$ 616,508	\$ 570,777	\$ 524,297	\$ 477,062	\$ 429,065	\$ 380,298	\$ 330,752	\$ 280,421	\$ 229,296	\$ 177,369	\$ 124,633	\$ 71,079
Local Tax Reimbursement	\$ 661,500	\$ 44,992	\$ 45,732	\$ 46,479	\$ 47,235	\$ 47,997	\$ 48,768	\$ 49,546	\$ 50,331	\$ 51,125	\$ 51,927	\$ 52,736	\$ 53,554	\$ 54,380
Total MEDC Reimbursement Balance		\$ 616,508	\$ 570,777	\$ 524,297	\$ 477,062	\$ 429,065	\$ 380,298	\$ 330,752	\$ 280,421	\$ 229,296	\$ 177,369	\$ 124,633	\$ 71,079	\$ 16,699

Total Annual Developer Reimbursement		\$ 103,372	\$ 105,072	\$ 85,353	\$ 57,073	\$ 57,995	\$ 58,925	\$ 59,865	\$ 60,815	\$ 61,774	\$ 62,742	\$ 63,721	\$ 64,709	\$ 65,707
--------------------------------------	--	------------	------------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------	-----------

LOCAL BROWNFIELD REVOLVING FUND

LBRF Deposits *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Capture	\$ 7,610	\$ -	\$ -	\$ 7,610	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Capture	\$ 919,690	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total LBRF Capture		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

\* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from state and local TIR.

	14	15	16	17	18	19	
	2040	2041	2042	2043	2044	2045	TOTAL
Total State Incremental Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 171,139
State Brownfield Redevelopment Fund (50% of SE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,685
State TIR Available for Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 149,454
Total Local Incremental Revenue	\$ 74,127	\$ 75,258	\$ 76,400	\$ 77,554	\$ 78,720	\$ 79,897	\$ 1,327,630
BRA Administrative Fee (10%)	\$ 7,413	\$ 7,526	\$ 7,640	\$ 7,755	\$ 7,872	\$ 7,990	\$ 132,763
Local TIR Available for Reimbursement	\$ 66,714	\$ 67,732	\$ 68,760	\$ 69,799	\$ 70,848	\$ 71,907	\$ 1,194,867
Total State & Local TIR Available	\$ 66,714	\$ 67,732	\$ 68,760	\$ 69,799	\$ 70,848	\$ 71,907	\$ 1,344,321
DEVELOPER							
Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EGLE Environmental Costs	\$ 207	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,610
Local Tax Reimbursement	\$ 207	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,190
Total EGLE Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,800
Pre-Approved Costs	\$ 3,272	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,406
Local Tax Reimbursement	\$ 3,272	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 129,594
Total EGLE Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000
MEDC Non-Environmental Costs	\$ 16,699	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ 16,699	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 661,500
Total MEDC Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 661,500
Total Annual Developer Reimbursement	\$ 20,178	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 927,300
LOCAL BROWNFIELD REVOLVING FUND							
LBRF Deposits *	\$ -	\$ 46,537	\$ 114,269	\$ 183,030	\$ 252,828	\$ 323,676	\$ 403,193
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,610
Local Tax Capture	\$ 46,537	\$ 67,732	\$ 68,760	\$ 69,799	\$ 70,848	\$ 71,907	\$ 395,583
Total LBRF Capture	\$ 46,537	\$ 67,732	\$ 68,760	\$ 69,799	\$ 70,848	\$ 71,907	\$ 395,583

\* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from state and local TIR.



# Appendix 1

---



## Kalamazoo County Board of Commissioners

### RESOLUTION 2025 - 661

#### **APPROVING BROWNFIELD PLAN BY THE COUNTY OF KALAMAZOO PURSUANT TO AND IN ACCORDANCE WITH THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS OF THE STATE OF MICHIGAN OF 1996, AS AMENDED.**

WHEREAS, the Kalamazoo County Board of Commissioners, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), have formally resolved to participate in the Brownfield Redevelopment Authority (BRA) of Kalamazoo County (the "Authority") and have designated that all related activities shall proceed through the BRA; and

WHEREAS, the Authority, pursuant to and in accordance with Section 13 of the Act, has reviewed, adopted and recommended for approval by the Kalamazoo County Board of Commissioners, the Brownfield plan (the "Plan") attached hereto, to be carried out within Oshtemo Township, relating to the redevelopment of the functionally obsolete approximately 47,400-square-foot former Westside Medical Center by Maple Hill Leaseholds, LLC to relocate the Subaru brand service as an expansion of the services of Maple Hill Auto Group, demolishing the one-story portion of the structure and remodeling the two-story brick building resulting in approximately 40,246 square feet for the remodeled portion of the building plus a new addition, creating a showroom, sales office, service repair facility, and warehouse on approximately 11.14 acres, located at 6565 West Main Street, Kalamazoo, MI 49009, in Kalamazoo County, Michigan, (the "Site"), as more particularly described and shown in Figures 1 and 2 within the attached Plan; and

WHEREAS, the Kalamazoo County Board of Commissioners have reviewed the Plan, and have been provided a reasonable opportunity to express their views and recommendations regarding the Plan and in accordance with Sections 14 of the Act; and

WHEREAS, the Kalamazoo County Board of Commissioners have noticed and held a public hearing on August 19, 2025, in accordance with Section 14 (1,2,3,4 and 5) of the Act, and

WHEREAS, Oshtemo Township has passed a resolution supporting adoption of the Plan;

WHEREAS, the Kalamazoo County Board of Commissioners have made the following determinations and findings:

- A. The Plan constitutes a public purpose under the Act;
- B. The Plan meets all of the requirements for a Brownfield plan set forth in Section 13 of the Act;
- C. The proposed method of financing the costs of the eligible activities, as described in the Plan, was feasible and the Authority has the ability to arrange the financing;

D. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and

WHEREAS, as a result of its review of the Plan, the Kalamazoo County Board of Commissioners concurs with approval of the Plan.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. Plan Approved. Pursuant to the authority vested in the Kalamazoo County Board of Commissioners, by the Act, the Plan is hereby approved in the form attached to this Resolution.
2. Severability. Should any section, clause or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
3. Repeals. All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

At a regular meeting of the Board of Commissioners of Kalamazoo County, Michigan, held in the Board of Commissioners Room, County Administration Building located at 201 W. Kalamazoo Avenue, Kalamazoo, Michigan, on the 19th day of August at 6:30 p.m.

Adopted: August 19, 2025

Moved: John Taylor

Seconded: Jeff Heppler

Roll Call Vote: Yes (9): Dale DeLeeuw, John Gisler, Jeff Heppler, Wendy Mazer, Monteze Morales, Tami Rey, Jen Strebs, John Taylor, Abigail Wheeler; No (0): None; Abstains (0): None; Absent (0): None

Carried.



Jennifer A. Strebs, Chair  
Kalamazoo County Board of Commissioners



Meredith Place  
Clerk/Register of Deeds



**CHARTER TOWNSHIP OF OSHTEMO  
KALAMAZOO COUNTY, MICHIGAN**

**RESOLUTION**

**IN SUPPORT OF BROWNFIELD PLAN PURSUANT TO AND IN ACCORDANCE  
WITH THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS OF THE STATE OF  
MICHIGAN OF 1996, AS AMENDED.**

**July 8, 2025**

WHEREAS, the Township Board of Oshtemo Charter Township, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the “Act”), have formally resolved to participate in the Brownfield Redevelopment Authority (BRA) of Kalamazoo County (the “Authority”) and have designated that all related activities shall proceed through the BRA; and

WHEREAS, the Authority, pursuant to and in accordance with Section 13 of the Act, has reviewed, adopted and recommended for approval by the Oshtemo Township Board, the Brownfield plan (the “Plan”) attached hereto, to be carried out within the Township, relating to the redevelopment of the functionally obsolete approximately 47,400-square-foot former Westside Medical Center by Maple Hill Leaseholds, LLC to relocate the Subaru brand service as an expansion of the services of Maple Hill Auto Group, demolishing the one-story portion of the structure and remodeling the two-story brick building resulting in approximately 40,246 square feet for the remodeled portion of the building plus a new addition, creating a showroom, sales office, service repair facility, and warehouse on approximately 11.14 acres, located at 6565 West Main Street, Kalamazoo, MI 49009, in Kalamazoo County, Michigan, (the “Site”), as more particularly described and shown in Figures 1 and 2 within the attached Plan; and

WHEREAS, the Township Board of Oshtemo Charter Township has reviewed the Plan, and has been provided a reasonable opportunity to express their views and recommendations regarding the Plan and in accordance with Section 14 of the Act; and

WHEREAS, the Kalamazoo County Board of Commissioners have noticed and held a public hearing in accordance with Section 14 (1,2,3,4 and 5) of the Act, and

WHEREAS, as a result of its review of the Plan, the Township Board of Oshtemo Charter Township concurs with approval of the Plan.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. **Plan Support.** Pursuant to the authority vested in the Township Board of Oshtemo, by the Act, the Plan is hereby supported in the form attached to this Resolution.

2. **Severability.** Should any section, clause or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.

3. **Repeals.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

At a regular meeting of the Oshtemo Township Board, held in the Township Hall, located at 7275 West Main Street, Oshtemo Township, Michigan, on the 8<sup>th</sup> day of July, 2025 at 5:30 p.m.


Adopted: 7/8/2025

**Moved by:** Neil Sikora

**Seconded by:** Clare Buszka

**Roll Call Vote:** Neil Sikora, Clare Buszka, Dusty Farmer, Kristin Cole, Cheri Bell & Michael Chapman

The Supervisor declared that the Resolution has been adopted.



---

Dusty Farmer , Clerk

Oshtemo Charter Township

I, the undersigned, the fully qualified Clerk of Oshtemo Charter Township, Kalamazoo County, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board of Oshtemo Township at a regular meeting held on the 8th day of July, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature this 16 day of July, 2025.



---

Dusty Farmer, Township Clerk






# Township Resolution Subaru Redevelopment BF plan

Final Audit Report

2025-07-16

Created:	2025-07-16
By:	Sierra Lucas (slucas@oshtemo.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3VWJKaT-fs2BG0IEbeFF20sNijcXRMaL

## "Township Resolution Subaru Redevelopment BF plan" History

-  Document created by Sierra Lucas (slucas@oshtemo.org)  
2025-07-16 - 8:08:58 PM GMT
-  Document emailed to Dusty Farmer (dfarmer@oshtemo.org) for signature  
2025-07-16 - 8:09:01 PM GMT
-  Email viewed by Dusty Farmer (dfarmer@oshtemo.org)  
2025-07-16 - 9:27:04 PM GMT
-  Document e-signed by Dusty Farmer (dfarmer@oshtemo.org)  
Signature Date: 2025-07-16 - 9:27:40 PM GMT - Time Source: server
-  Agreement completed.  
2025-07-16 - 9:27:40 PM GMT

# Appendix 2

---



## **BROWNFIELD PLAN DEVELOPMENT AGREEMENT**

THIS BROWNFIELD PLAN DEVELOPMENT AGREEMENT (the "Agreement"), is entered into on June 26, 2025 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 Maple Hill Leaseholds, LLC, at 5622 W. Main Street Kalamazoo, MI 49009 (the "Developer").

### **RECITALS**

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

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

**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 6565 West Main Street Kalamazoo, MI 49009 (the "Property") and legally described on the attached Exhibit A.

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

**WHEREAS**, Developer intends to redevelop an 11.14-acre parcel, parcel I.D. 39-05-14-330-021, formerly known as the Westside Medical Center, which has been determined to be a functionally obsolete structure of approximately 44,000 square feet located on the Property. The redevelopment will include demolishing the one-story portion of the structure and remodeling the two-story brick building, resulting in approximately 49,200 square feet and the addition of a showroom, sales office, service repair facility, and warehouse space. This overall private investment of \$12 million is expected to retain 37 jobs at this location, retain 133 jobs within the company, and create an additional 31 new jobs and would increase the property tax base within Kalamazoo County (the "Project").

**WHEREAS**, the Project will require the Developer to incur Eligible Costs associated with certain Eligible Activities including site assessment and baseline environmental assessment activities, lead and asbestos abatement, building and site demolition, preparation of a Brownfield Plan, contingency on costs to be incurred, and the portion of soft costs (engineering, design, survey or legal) directly attributed to the eligible costs, which may require the services of various contractors, engineers, environmental consultants, attorneys and other professionals. The Developer's Eligible Costs shall not exceed \$927,300.00, as provided in Paragraph 5.

**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 City, is attached as Exhibit B and incorporated as part of this Agreement. To the extent provisions of the Plan or this Agreement conflict with Act 381, Act 381 controls.
3. **Term of Agreement.** Pursuant to the Plan, the Authority shall capture that amount of Tax Increment Revenues generated from real and personal property taxes allowed by law on the Eligible Property. Capture may begin as early as 2027 and will continue until the earlier of:
  - 3.1 Full reimbursement to the Authority of its Administrative Costs, plus reimbursement to the Developer of the Property as outlined in the Plan, including reimbursement of Eligible Costs for those Eligible Activities set forth in Paragraph 5, plus an additional amount captured by the Authority for an additional five full years of tax capture ("Additional Authority Amount") such Additional Authority Amount to be designated for the Local Brownfield Revolving Fund "Local Fund"; or
  - 3.2 19 years. With five of the 19 years designated for Local Brownfield Revolving Fund (LBRF) only.
  - 3.3 At the discretion of the BRA and the Developer, capture may be delayed for up to five (5) years after the approval of this plan as permitted by Act 381, in the event there is not sufficient tax increment revenue generated by the development or the event of force majeure, under Paragraph 14, has delayed the development from progressing as anticipated.
4. **Evidence of Ownership.** Prior to the execution of this Agreement, Developer shall provide to the Authority each of the following: (a) evidence satisfactory to the Authority that the Developer has acquired fee simple title to the Property, which evidence shall include (without limitation) a copy of a recorded deed to the Property in favor of the Developer; and (b) a copy of a commitment for owner's title insurance with respect to the Property (the "Commitment"), which Commitment shall show the Developer as record owner of the Property, shall reflect that all



material conditions to the issuance of a policy thereunder have been satisfied, and shall otherwise be in form and substance satisfactory to the Authority.

**5. Eligible Activities.** The Developer shall diligently pursue completion of the Eligible Activities summarized in the Plan and set forth in this Paragraph. The Authority shall reimburse the Developer for Eligible Costs incurred on or after the date of the inclusion of this Project in the Plan and may include environmental due diligence and Due Care Activities, site preparation, and infrastructure improvements 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 receive any interest on amounts for which reimbursement is requested under 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 upon the earlier of the full payment by the Authority to the Developer of all amounts due the Developer from the Tax Increment Revenues or 16 years from the date of approval of the Plan.

**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:

Maple Hill Leaseholds, LLC  
ATTN: Jim Vandenberg  
5622 W. Main Street  
Kalamazoo, MI 49009

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

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



Cost" and all of the County's and Authority's legal fees associated with the review or determination of such issues by any state agency or court.

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

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

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

**9. Responsibilities of Developer.** In consideration of the inclusion of the Property into the Plan and the resulting financial benefits, which it expects to receive, 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 on the Property and construct the Project. The Developer intends to transform the property through demolishing a former structure on site and remodeling an existing structure into approximately 49,200 square feet. The new investment planned for this site includes the redevelopment of an existing structure, the addition of a showroom, sales office, service repair facility, and warehouse space for an initial planned investment of \$12,000,000. Overall, the \$12 million private investment returns the functionally obsolete property back into productive use, increasing the tax rolls to the township and the county. The project will utilize renewable energy and energy-efficient design elements, and allows for the extension of Seeco Drive, which supports future redevelopment plans for Oshtemo Township. Consistent with Maple Hill Auto Group's commitment to giving back to the Kalamazoo community, the building will be specifically designed to lock the showroom portion after hours so that a community space that includes a gathering space, restrooms, and kitchenette amenities can be rented out to local nonprofits free of charge. The redevelopment of the Property shall commence no later than 2025 and shall be completed no later than 2027. Under no circumstances shall the Authority have any responsibility or liability for remediation or redevelopment of the Property, or for conducting any "Eligible Activities" at the Property, except for its obligations under this Agreement to provide

funds to the extent available as permitted in Paragraph 7 hereof with respect to payments from Tax Increment Revenues.

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

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

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

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

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

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

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

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

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



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

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

**11.2 Eligible Costs.** The Developer will only submit for reimbursement under Paragraph 7 hereof such costs that it has reasonably determined are "Eligible Costs" within the meaning of Act 381.

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

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

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

**12.2** The Developer fails to observe or perform any covenant or agreement contained in this Agreement 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. Force Majeure.** Whenever either party to this Agreement shall be required to perform any contract, work, labor or service, or to comply with this Agreement, or any other laws, rules, orders, ordinances, regulations or zoning regulations, such party shall not be deemed to be in default under this Agreement and the other party shall not enforce or exercise any of its rights under this Agreement with regard to such other party's default if and for so long as such non-performance or default shall be caused by Force Majeure (herein defined); provided, however, that such party shall commence such performance and continue the same with diligence and continuity immediately after the removal of any of the causes hereinafter specified. The provisions of this section shall not excuse any failure or delay in the payment of any monetary amount required to be paid in accordance with this Agreement, nor shall it excuse the Authority from performing if the Authority has direct or indirect control over any such Force Majeure event, nor shall it excuse the Developer from performing if the developer has direct or indirect control over any such Force Majeure event. "Force Majeure" shall mean acts of God; acts of public enemies; fire or other casualties; acts, failure to act, orders, restraints or delays of any government or any governmental agency, department, committee, council or other entity; explosions; insurrections; failure or delay in obtaining permits or other approvals required under applicable law; civic disturbances; riots; delays of any contractor, subcontractor or supplier; litigation; strikes; landslides; earthquakes; storms; winds in excess of 75 m.p.h.; hurricanes; tornadoes and floods, and other conditions beyond the reasonable control of the party whose obligations are excused.

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

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



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

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

If to Developer: Maple Hill Leaseholds, LLC  
ATTN: Jim Vandenberg  
5622 W. Main Street  
Kalamazoo, MI 49009

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

With copy to: Authority Attorney

**19. Indemnification.** Developer shall defend, indemnify and hold harmless the Authority and the County, and any of their respective past, present and future members, officials, employees, agents or representatives from all losses, demands, claims, judgments, suits, costs and expenses (including without limitation the costs and fees of attorneys or other consultants) arising from or related to (i) the capture and use of Tax Increment Revenue paid to Developer as a reimbursable payment under this Agreement made in excess of the amount of tax increment revenues the Authority is determined by the State or court to be allowed by law to use for reimbursement to the Developer, or (ii) except to the extent caused by any acts or omissions of the Authority or its employees, agents, or representatives, the Project.

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

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

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

**23. 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.

**24. 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.

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

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

- a. "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.)
- b. "Brownfield Plan" is defined by Section 2(e) of Act 381;
- c. "Due Care Activities" is defined by Section 2(m) of Act 381;
- d. "Eligible Activities" is defined by Section 2(o) of Act 381;
- e. "Eligible Property or Properties" is defined by Section 2(p) Act 381;
- f. "Tax Increment Revenues" is defined by Section 2(ss) of Act 381, and, for purposes of this Agreement, includes school taxes and local (non-school) taxes.

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

Date: \_\_\_\_\_

By: Kenneth W. Peregon  
Its: KCBRA Chairperson

Maple Hill Leaseholds, LLC

Date: 8-13-25

By: James VandenBerg  
Its: Manager

EXHIBITS:

A (Legal Description of Property)

B (Copy of Brownfield Plan)

# Appendix 3

---





Meredith Place  
OFFICE OF THE CLERK | REGISTER OF DEEDS

I do hereby certify that on August 1, 2025, the attached letter regarding a Public Hearing for the Brownfield Redevelopment Plan for two parcels totaling 11.14 acres in Oshtemo Township on West Main. Parcel ID: 39-05-14-330-021 located in Kalamazoo, Michigan was sent by mail (and/or) email where noted, to the taxing jurisdictions listed below:

Kalamazoo County Board of Commissioners  
201 W. Kalamazoo Ave.  
Kalamazoo, MI 49007

Kalamazoo County Veterans Service Office  
311 E. Alcott St.  
Kalamazoo, MI 49001

Kalamazoo County Housing Department  
201 W. Kalamazoo Ave.  
Kalamazoo, MI 49007

Central County Transportation Authority  
530 S. Rose St.  
Kalamazoo, MI 49007

Kalamazoo County Consolidated Dispatch  
7040 Stadium Dr.  
Kalamazoo, MI 49009

Kalamazoo Public Schools  
1220 Howard Street  
Kalamazoo, MI 49008

Health and Community Services - Older Adult  
Services Division  
Kalamazoo County Senior Millage  
311 E. Alcott St.  
Kalamazoo, MI 49001

Kalamazoo Public Library  
315 S. Rose Street  
Kalamazoo, MI 49007

Kalamazoo County Transportation Authority  
530 Rose St.  
Kalamazoo, MI 49007

Kalamazoo Valley Community College  
6767 West O Ave  
Kalamazoo, MI 49009

Kalamazoo County Sheriff's Office  
1500 Lamont Ave  
Kalamazoo, MI 49048

Michigan Department of Treasury  
Austin Building  
430 W. Allegan St.  
Lansing, MI 48922

Kalamazoo Regional Educational Service Agency  
1819 E Milham Ave,  
Portage, MI 49002

Michigan Economic Development Corporation  
300 N. Washington Square  
Lansing, MI 48913  
Via email: [brownfield@michigan.org](mailto:brownfield@michigan.org)

Oshtemo Township  
7275 W. Main Street  
Kalamazoo, MI 49009

Michigan Department of Environment, Great Lakes, and  
Energy  
Remediation and Redevelopment Division  
Brownfield Redevelopment Unit  
Constitution Hall, 5<sup>th</sup> Floor South  
525 West Allegan St.  
P.O. Box 30473  
Lansing, MI 48909-7973  
And via email: [EGLE-brownfields@michigan.gov](mailto:EGLE-brownfields@michigan.gov)

ELECTIONS DIVISION  
269-384-8080

CLERK DIVISION  
269-383-8840

DEEDS DIVISION  
269-383-8970

201 W. Kalamazoo Ave. | Kalamazoo, MI 49007  
[www.kalcounty.gov/clerk](http://www.kalcounty.gov/clerk)



Meredith Place  
Clerk/Register of Deeds

The foregoing instrument was acknowledged before me this  
1<sup>st</sup> day of August, 2025



**SAMANTHA BURNS, Notary Public**  
**State of Michigan, County of Kalamazoo**  
**My Commission Expires 12/10/2030**  
**Acting in the County of Kalamazoo**



## NOTICE OF PUBLIC HEARING

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

REGARDING ADOPTION OF A BROWNFIELD PLAN

OF

MAPLE HILL LEASEHOLDS, LLC, IN THE CHARTER TOWNSHIP OF OSHTEMO

KALAMAZOO COUNTY, MICHIGAN

TO ALL INTERESTED PERSONS IN KALAMAZOO COUNTY

August 1, 2025

PLEASE TAKE NOTICE that the Kalamazoo County Board of Commissioners will hold a Public Hearing on Tuesday, the 19<sup>th</sup> day of August, at approximately 6:30 p.m., Eastern Daylight time at 201 West Kalamazoo Avenue, Kalamazoo, MI 49007 to receive public comment on a Brownfield Redevelopment Plan to include therein the property located at 6565 West Main Street in Kalamazoo, MI 49009. The following legal parcels are included in the "eligible property":

Parcel ID

- 39-05-14-330-021

The property consists of one parcel of property in the Charter Township of Oshtemo, totaling 11.14 acres. The project involves redeveloping a functionally obsolete structure, the former Westside Medical Building, into a Subaru Dealership by Maple Hill Auto Group.

The Brownfield Plan, which includes a site map and legal description of the parcels, is available for public inspection at 201 West Kalamazoo Avenue, Kalamazoo, MI 49007. All aspects of the plan are open for discussion at the public hearing.

FURTHER INFORMATION may be obtained from Macy Rose Walters, Brownfield Redevelopment Administrator at [mrwalt@kalcounty.com](mailto:mrwalt@kalcounty.com) or (269) 384-8305.

THIS NOTICE is given by order of the Kalamazoo County, Michigan.

Ms. Meredith Place

County Clerk

# Appendix 4

---





## RESOLUTION 2025-659

### TO HOLD A PUBLIC HEARING FOR THE SUBARU REDEVELOPMENT BROWNFIELD PLAN IN THE CHARTER TOWNSHIP OF OSHTEMO

WHEREAS, The Board of Commissioners received information from staff at its Committee of the Whole meeting on July 15, 2025, describing the need for a Brownfield Plan including the redevelopment of one lot containing a functionally obsolete structure with Parcel ID: 39-05-14-330- 021, located at 6565 West Main Street in Oshtemo Township; and

WHEREAS, The Board of Commissioners considered the Brownfield Plan and determined that a public hearing on this matter is necessary under the Michigan Brownfield Redevelopment Financing Act, Public Act 381 of 1996, as amended (“the Act”); now, therefore be it

*RESOLVED*, that a public hearing shall be set for August 19th, 2025, at 6:30 p.m. in the County Commission Chambers, second floor, Administration Building, 201 W. Kalamazoo Avenue, Kalamazoo, Michigan, to consider the Brownfield Plan for the one parcel located at 6565 West Main Street in Kalamazoo, MI 49009 (Oshtemo Township);

*RESOLVED*, that the County Clerk is instructed to provide notice of the public hearing to the taxing jurisdictions that levy taxes subject to capture from this Brownfield Plan, and to post a notice of the hearing not less than 10 days before the public hearing, pursuant to Section 14 of the Act, MCL 125.2664. The hearing shall be conducted in compliance with the Michigan Open Meetings Act, being MCL 15.261 et seq.

Adopted      July 15, 2025  
Moved        Dale DeLeeuw  
Seconded    Jeff Heppler

Roll Call Vote: Yes (8): Dale DeLeeuw, John Gisler, Jeff Heppler, Monteze Morales, Tami Rey, Jen Strebs, John Taylor; Abigail Wheeler No (0): None; Abstains (0): None; Absent (1): Wendy Mazer

Carried.

Jennifer A. Strebs, Chair  
Kalamazoo County Board of Commissioners

Meredith Place, County Clerk/Register

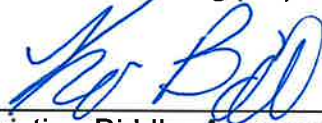
# Appendix 5

---

## AFFIDAVIT OF CHARTER TOWNSHIP OF OSHTEMO ASSESSOR

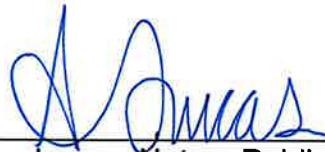
I, KRISTINE BIDDLE, being duly sworn, states that if called upon will testify to the following facts:

1. I am employed by the CHARTER TOWNSHIP OF OSHTEMO as the Assessor.
2. I am a certified Michigan Advanced Assessing Officer.
3. I am familiar with the property located at 6565 W MAIN STREET, in the CHARTER TOWNSHIP OF OSHTEMO
4. This affidavit is given in accordance with MCL 125.2663(1) (h) and is made to confirm this property qualifies as 'Functionally Obsolete Property' as that term is defined under MCL 125.2652(r). The following facts, without limitation, form the basis for my expert opinion:
5. The property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or super adequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property.



Kristine Biddle, Assessor

Subscribed and sworn to before me on 06/13/2025.



Sierra Lucas, Notary Public  
Cass County, Michigan  
Commission Expires: 02/23/2030  
Acting in Kalamazoo County

Prepared by:  
Kristine Biddle R-8406  
Assessor  
7275 W Main St  
Kalamazoo MI 49009  
269-216-5225

