

---

**KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**

---

**MEETING DATE:** Thursday, December 19, 2019  
**PLACE OF MEETING:** County Administration Building  
201 West Kalamazoo Avenue, Room 207a  
**TIME:** 4:00 pm

---

**AGENDA**

---

1. Call to Order: 4:00
  2. Members Excused
  3. Approval of the Agenda
  4. Approval of Minutes: BRA Minutes of November 21, 2019
  5. Citizens Comments (*4 minutes each / Please state name and address*)
  6. Consent Agenda – Invoices
    - a. **\$1,242.50** - Envirologic General WO # 2019-1 General Environmental Review
    - b. **\$ 752.50** - Envirologic General WO # 2019-3 General Environmental Review
    - c. **\$2,371.50** - Varnum Inv. #1085328 –City of Portage Development Agreement Project Spartan
    - d. **EPA Grant Invoices**
      - i. **\$ 570.00** – (285.00 Haz.; \$285.00 Pet.) – Envirologic WO#3 Outreach/Programmatic
      - ii. **\$ 197.50** – (Pet.) – Envirologic WO# 22 – City of Parchment River Reach Property
      - iii. **\$ 145.00** – (Haz.) – Envirologic WO#18 – Island Avenue
      - iv. **\$ 985.00** – (Pet.) – Envirologic WO# 23 – Diamond Auto
      - v. **\$ 175.00** – (Pet.) – Envirologic WO#24 – 643 N. Riverview Dr.
      - vi. **\$1,977.65** – (\$988.83 Pet.; \$988.83 Haz.) – Envirologic WO#27 – 10 and 2 Mills Street
      - vii. **\$ 940.00** - (Pet.) – Envirologic WO#26 – 8509 Portage Road, City of Portage
      - viii. **\$1,274.80** – (Haz.) – Grover travel for National Brownfield Conference
      - ix. **\$1,259.19** – (Pet.) – Peregon Travel for National Brownfield Conference
  7. Discussion and/or Action Calendar
    - a. **Discussion/Action:** 3815 and 3817 N. Westnedge Ave – Phase I ESA
      - i. Part I Application
      - ii. Phase I Proposal
    - b. **Discussion/Action:** 1203 E. Main Street – Eastside Neighborhood Assoc
      - i. Part I Application – request for Phase II ESA
    - c. **Discussion/Action:** Vicksburg Mill
      - i. **\$ 280.00** – Envirologic Invoice #4 – EGLE loan oversight
      - ii. Grant amendment Update
    - d. **Discussion/Action:** EPA Grant
      - i. Envirologic Monthly Memo
    - e. **Discussion/Action:** Envirologic Contract Amendment #6 – for FY2020 General Environmental Services
    - f. **Discussion/Action:** Envirologic General Services Work Order
-

8. Financial Reports

- a. **Discussion:** Funds 247 and 643

9. Staff Report/Updates

10. Committees - times dates and places

- a. Land Bank Report – Next Meeting, TBD in 2020  
b. Project/Finance Committee – Thursday, January 9, 2020 @ 4:00 p.m., Room 105  
c. Executive Committee – Friday, January 10, 2020 @ 9:15 a.m., Room 105

11. Other

12. Board Member Comments

13. Adjournment

***Next Meeting: Thursday, January 23, 2020 at 4:00 p.m. – 4<sup>th</sup> Thursday  
Room 207a, County Admin Bldg***

PLEASE CALL 384-8112 OR EMAIL RAGROV@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:

Rachael Grover  
Resource Coordinator, Planning and Community Development  
Kalamazoo County Government  
201 West Kalamazoo Avenue  
Kalamazoo, MI 49007  
TELEPHONE: (269)384-8305

---

**KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**

---

**MEETING DATE:** Thursday, November 21, 2019  
**PLACE OF MEETING:** County Administration Building  
201 West Kalamazoo Avenue, Room 207a  
**TIME:** 4:00 pm

---

**MINUTES**

---

**Present:** Joe Agostinelli, Gary Barton, Connie Ferguson, Travis Grimwood, Habib Mandwee, Doug Milburn, Ken Peregón, Andy Wenzel (Wenzel arrived at 4:12)

**Members Excused:** Chris Carew, Jodi Milks, Meredith Place

**Kalamazoo Township:** Sherine Miller

**Staff:** Rachael Grover, Lotta Jarnefelt

**Consultant:** Jeff Hawkins, Envirologic Technologies

**Recording Secretary:** Rachael Grover, Lotta Jarnefelt

**Community:** None

1. Chair Ken Peregón called the meeting to Order at 4:05 p.m.
2. Members Absent: Carew, Milks, Place
3. Approval of the Agenda:

**Ferguson motioned approval of the agenda and Mandwee seconded the motion. Motion carried.**

4. Approval of Minutes:
  - a. BRA Minutes of October 24, 2019. **Agostinelli motioned approval of the October 24, 2019 minutes. Ferguson seconded the motion. Motion carried.**
  - b. September 17, 2019 Special meeting. **Ferguson motioned approval of the September 17, 2019, Special meeting minutes. Mandwee seconded the motion. Motion carried.**

5. Citizens Comments: None

6. Consent Agenda – Invoices:

- a. **\$ 788.75** – Envirologic General WO # 2019-1 General Environmental Review
- b. **\$ 142.50** - Varnum Invoice # 1082612 – Stryker Development Agreement Amendment
- c. **\$2,294.00** – Varnum Invoice #1082613 – GPI Development Agreement
- d. **EPA Grant Invoices**
  - i. **\$ 4,885.34** – (Pet.) – Envirologic WO# 22 – City of Parchment River Reach Property
  - ii. **\$ 35.00** – (Haz) – Envirologic WO#18 – Island Avenue
  - iii. **\$15,847.53** – (Pet.) – Envirologic WO# 23 – Diamond Auto
  - iv. **\$13,906.62** – (Pet.) – Envirologic WO#24 – 643 N. Riverview Dr.
  - v. **\$ 1,020.00** – (\$510 Pet.; \$510 Haz.) – Envirologic WO#27 – 10 and 2 Mills Street
  - vi. **\$ 205.00** - (Pet.) – Envirologic WO#26 – 8509 Portage Road, City of Portage

**Barton motioned to approve the consent agenda and Milburn seconded the motion. Motion carried.**

7. Discussion and/or Action Calendar

- a. **Discussion/Action:** PS 383 LLC Invoices – TIF reimbursement request from available TIR Discussion occurred regarding interest allowed on balance. The State does not allow interest to accrue for Brownfield Plan/Act 381 Work Plan preparation charges. Grimwood requested that reimbursement of Work Plan charges to developer should be consistent with
-

previous projects. The total reimbursement allowed per the Combined Plan is \$243,673 plus interest as per KCBRA policy and the development agreement, plus up to \$6,500 for Plan preparation costs.

**Barton motioned to approve the invoices for \$250,173 plus interest as allowed by KCBRA policy, project development agreement, and Act 381 and from available TIF as received. Mandwee seconded the motion. Agostinelli disclosed he has worked with this developer on other projects but not this project specifically. Motion carried with Grimwood and Wenzel abstaining.**

b. **Discussion/Action:** Vicksburg Mill

- i. **\$ 1,242.50** – Envirologic Invoice #05994 – EGLE loan oversight

**Wenzel motioned to approve payment of invoice and Ferguson seconded the motion. Motion carried with Grimwood abstaining.**

- ii. Grant amendment Update – EGLE removed the offer of additional grant funds but requested a proposal to apply for additional funding for 2020. The vapor intrusion planning is likely to be extensive and additional grant funding is needed. Staff submitted a draft of proposed additional work.

No action required at this time.

c. **Discussion/Action:** EPA Grant

- i. Envirologic Monthly Memo

Hawkins provided an update of projects detailed in the memo.

- ii. Grant Budget Adjustments – Hawkins and staff presented proposed changes to EPA grant budget with decrease of \$1,500 in Site Inventory and increase of \$1,500 in Contractual Outreach/Programmatic. Additionally, the budget line items in County Administrative Personnel, Supplies, and Other were decreased by \$1,000 each to allow moving \$3,000 into the Travel budget for travel to the National Brownfield Conference. Additionally, because the Chime Elementary project is not moving forward, the funds approved for that contract have been moved back into available contractual funding.

**Agostinelli motioned to approve adjustments to the grant budget as presented and Wenzel seconded the motion. Motion carried.**

- iii. Work Order #3, Amendment #4 – Outreach/Programmatic – additional **\$1,500**

**Agostinelli motioned to approve Amendment #4 to Work Order #3 and Wenzel seconded the motion. Motion carried.**

- iv. Work Order #23, Amendment#1 – Diamond Auto – additional **\$1,000**

**Agostinelli motioned to approve Amendment #1 to Work Order #23 and Wenzel seconded the motion. Motion carried.**

d. **Discussion/Action:** Annual Website charges

- i. Domain names - **\$39.34**

- ii. Web Hosting – WP Engine - **\$350.00**

**Ferguson motioned to approve the annual website charges of \$39.34 and \$350.00 and Barton seconded the motion. Motion carried.**

e. **Discussion/Action:** 2018 Annual Report to the County Commission

Board members will review and provide comments by November 27<sup>th</sup>. No action required.

---

- f. **Discussion/Action:** KCBRA meeting calendar for 2020

**Agostinelli motioned to approve the 2020 KCBRA Meeting Calendar and Wenzel seconded the motion. Motion carried.**

8. Financial Reports

- a. **Discussion/Action:** 2019 Budget Adjustments

Staff provided explanation for 2019 Budget Adjustments. Wenzel requested a footnote at the bottom of the spreadsheet to note why the adjusted budget is \$80,000 more than original budget. The increase in Revenue and Expenses by \$80,000 for 2019 is due to the Paper City Mill Grant dollars from EGLE.

**Agostinelli motioned to approve the 2019 Budget Adjustments and Wenzel seconded the motion. Motion carried.**

9. Staff Report

- a. EPA visit November 13<sup>th</sup> – staff provided information about a visit from the Region 5 EPA Project Officer Lauryn Coombs. Hawkins, Peregion, and Grover took Ms. Coombs to several area project sites that have, or are currently benefitting from EPA assessment grant dollars, including the 10 Mills Street project and Select Products new building. The tour also drove through the Parchment Mill property.
- b. Board member terms and reappointments update if available.  
Wenzel was interviewed and remaining Interviews have been scheduled by the Appointments Committee.

10. Committees - times dates and places

- a. Land Bank Report – Next meeting is TBD in 2020 – calendar not yet available  
City Brownfield Authority, Land Bank Authority, and LISC are discussing infill housing on Land Bank vacant properties.
- b. Project/Finance Committee – No December meeting
- c. Executive Committee – No December meeting

11. Other

Jarnefelt discussed County Commission Budget items that are on hold for the beginning of 2020 due to State Budget changes.

Grover discussed end of year balance. Miller noted that the KCBRA should be earning interest on the balance. Further discussion at committee meetings and with County Administration are planned.

Jarnefelt discussed further options for administrative assistance and further discussion at committee meetings. Jarnefelt requested that Envirologic prepare a work order for administrative assistance for the December meeting.

12. Board Member Comments

Agostinelli, stated the City of Kalamazoo Brownfield Authority has approved a Brownfield Plan for the Davis Creek Business Park. The Plan includes reimbursement to the KCBRA for its previous EPA assessment grant dollars it provided to the project. The Plan will go to the City Council for approval in December.

Wenzel attended the MEDC Annual meeting in October.

Peregion discussed the KCBRA Executive Committee discussed renewing the Envirologic General Environmental Services Contract.

---

Peregon requested an update on the Scannell Development Agreement. Staff noted that it was received from Varnum this week with some additional comments that need to go back to Scannell's attorney. Still in process of review and comment.

13. Adjournment: **Meeting adjourned at 5:25 p.m.**

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:

Rachael Grover  
Resource Coordinator, Planning and Development  
Kalamazoo County Government  
201 West Kalamazoo Avenue  
Kalamazoo, MI 49007  
TELEPHONE: (269)384-8305



General Environmental Review  
Budget and Cost Summary

	A	B	C	D	E	G	H	I	J	K
1	Number		Site/Phase	Budget Estimates		Invoice #	Invoice Date	Actual		
2	Project	W.O.		Total	County Funding			Invoice Amount	Task Budget Remaining	Total Budget Remaining
5	190001	2019-1	General Environmental Review							
6			W.O. Approved							
7			Total Approved budget of 15,000.00	\$ 15,000.00	\$ 15,000.00	05265	2/7/2019	\$1,542.50	\$13,457.50	\$13,457.50
8						05317	3/6/2019	\$1,511.25	\$11,946.25	\$11,946.25
9						05423	4/18/2019	\$560.00	\$11,386.25	\$11,386.25
10						05491	5/10/2019	\$886.25	\$10,500.00	\$10,500.00
11						05592	6/14/2019	\$1,043.75	\$9,456.25	\$9,456.25
12						05664	7/16/2019	\$843.75	\$8,612.50	\$8,612.50
13						05721	8/14/2019	\$1,592.50	\$7,020.00	\$7,020.00
14						05783	9/6/2019	\$2,275.00	\$4,745.00	\$4,745.00
15						05895	10/7/2019	\$1,197.50	\$3,547.50	\$3,547.50
16						05992	11/7/2019	\$788.75	\$2,758.75	\$2,758.75
17						06126*	12/9/2019	\$1,242.50	\$1,516.25	\$1,516.25
18							Project Subtotal	\$13,483.75		\$1,516.25
21	190048	2019-2	Paper City Development - EGLE Grant Oversight							
22			W.O. Approved			05421	4/18/2019	\$2,642.50	\$5,357.50	\$5,357.50
23			Total Approved budget of \$3,000.00	\$ 3,000.00	\$ 3,000.00	05490	5/10/2019	\$140.00	\$5,217.50	\$5,217.50
24			Amendment #1 - \$5,000.00	\$ 5,000.00	\$ 5,000.00	05603	6/14/2019	\$1,662.50	\$3,555.00	\$3,555.00
25			Project Subtotal	\$ 8,000.00	\$ 8,000.00	05665	7/16/2019	\$1,110.00	\$2,445.00	\$2,445.00
26						05723	8/14/2019	\$788.75	\$1,656.25	\$1,656.25
27						05787	9/6/2019	\$35.00	\$1,621.25	\$1,621.25
28							Project Subtotal	\$6,378.75		\$1,621.25
30	190147	2019-3	General Environmental Review- 2019 Annual Report							
31			W.O. Approved							
32			Total Approved budget of \$1,200.00	\$ 1,200.00	\$ 1,200.00	06127*	12/9/2019	\$752.50	\$447.50	\$447.50
33							Project Subtotal	\$752.50		\$447.50
38	190148	2019-4	Paper City Development LLC, Vicksburg, Michigan - EGLE Loan Oversight							
39			W.O. Approved	\$ 40,000.00	\$ 40,000.00	05789	9/6/2019	\$1,470.00	\$38,530.00	\$38,530.00
40						05896	10/7/2019	\$787.50	\$37,742.50	\$37,742.50
41						05994	11/7/2019	\$1,242.50	\$36,500.00	\$36,500.00
42						06128*	12/9/2019	\$280.00	\$36,220.00	\$36,220.00
43							Project Subtotal	\$3,780.00		\$36,220.00
48	180001	2018-1	General Environmental Review							
49			W.O. Approved							
50			Total Approved budget of \$10,000	\$ 10,000.00	\$ 10,000.00	04280	02/13/2018	\$ 3,952.40	\$ 6,047.60	\$ 6,047.60
51			Amendment #1 - \$5,000	\$ 5,000.00	\$ 5,000.00	04367	3/14/2018	\$ 1,200.00	\$ 4,847.60	\$ 4,847.60
52			Project Subtotal	\$ 15,000.00	\$ 15,000.00	04431	4/10/2018	\$ 280.00	\$ 4,567.60	\$ 4,567.60
53						04563	5/14/18	\$ 840.00	\$ 3,727.60	\$ 3,727.60
54						04617	6/7/2018	\$ 1,473.75	\$ 2,253.85	\$ 2,253.85
55						04727	7/10/18	\$ 2,118.75	\$ 5,135.10	\$ 5,135.10
56						04823	8/15/2018	\$ 1,675.00	\$ 3,460.10	\$ 3,460.10
57						04869	9/6/18	\$ 777.50	\$ 2,682.60	\$ 2,682.60
58						04994	10/11/2018	\$ 476.25	\$ 2,206.35	\$ 2,206.35
59						05046	11/07/2018	\$ 2,186.25	\$ 20.10	\$ 20.10
60							Project Subtotal	\$ 14,979.90		\$ 20.10
61	180202	2018-2	General Environmental Review - KCBRA Annual Report							
62			W.O. Approved 5-24-18	\$ 1,800.00	\$ 1,800.00					
63						04729	7/10/2018	\$ 475.00	\$1,325.00	\$1,325.00
64						04874	9/6/18	\$ 687.50	\$637.50	\$637.50
65						04995	10/11/2018	\$ 522.50	\$115.00	\$115.00
66						05043	11/07/2018	\$ 90.00	\$25.00	\$25.00
67							Project Subtotal	\$1,775.00		\$25.00
68	180214	2018-3	Kalamazoo County Brownfield Website	\$ 3,600.00	\$ 3,600.00					
69						04875	9/6/2018	\$ 675.00	\$ 2,925.00	\$2,925.00
70						04996	10/11/2018	\$ 787.50	\$ 2,137.50	\$2,137.50
71						05044	11/7/2018	\$ 877.50	\$1,260.00	\$1,260.00
72						05128	12/6/2018	\$ 795.00	\$465.00	\$465.00
73						05262	2/7/2019	\$ 422.50	\$42.50	\$42.50
74							Project Subtotal	\$3,557.50		\$42.50
77	170103	2017-1	General Environmental Review							
78			W.O. Approved 1-19-17	\$ 9,920.00	\$ 9,920.00					
79			Total Approved budget of \$10,000			03322	4/6/2017	\$ 385.00	\$ 9,535.00	
80			\$80 of budget applied to 2016 costs leaving an available budget of \$9,920 going forward			03484	5/18/2017	\$ 1,722.50	\$ 7,812.50	
81						03568	6/13/2017	\$ 2,503.75	\$ 5,308.75	
82						03661	7/17/2017	\$ 595.00	\$ 4,713.75	
83			Amendment No. 1	\$ 3,000.00	\$ 3,000.00	03737	8/11/2017	\$ 1,283.75	\$ 3,430.00	
84						03805	9/11/2017	\$ 1,538.75	\$ 1,891.25	
85						03880	10/4/2017	\$ 486.25	\$ 1,405.00	
86						03970	11/1/2017	\$ 1,275.00	\$ 1,275.00	
87						04122	12/14/2017	\$ 840.00	\$ 840.00	
88			Project Subtotal	\$ 12,920.00	\$ 12,920.00	04154	1/8/2018	\$ 1,050.00	\$ 1,050.00	
89						05130	12/6/2018	\$ 770.00	\$ 770.00	
90						05207	1/8/2019	\$ 385.00	\$ 385.00	
91							Project Subtotal	\$ 12,835.00		\$ 85.00
94	150390	24	Kalamazoo West Prof. Center, 2415 S. 11th St., Oshtemo Twp.	\$ 730.00	\$ 730.00					
95			*Remaining project budget for invoice review							
96										
97			Project Subtotal	\$ 730.00	\$ 730.00					
98							Project Subtotal	\$ -	\$ 730.00	\$ 730.00
101	160079	25	Metal Mechanics	\$ 521.30	\$ 521.30	04872	9/6/2018	\$ 85.00	\$ 436.30	\$ 3.80
102			*Remaining project budget for invoice review			05422	4/18/2019	\$ 390.00	\$ 46.30	\$ 46.30
103						05663	7/16/2019	\$ 42.50	\$ 3.80	\$ 3.80
104			Project Subtotal	\$ 521.30	\$ 521.30		Project Subtotal	\$ 517.50		\$ 3.80
108			Total Project Budgets	\$ 98,771.30	\$ 98,771.30		Total	\$ 58,059.90		\$ 40,711.40



Remit to:  
 2960 Interstate Parkway, Kalamazoo, MI 49048  
 P 269.342.1100 | F 269.342.4945 | W envirollogic.com

Kalamazoo County Brownfield Redevelopment Authority  
 Rachael Grover  
 Department of Planning and Community Development  
 201 West Kalamazoo Avenue, Room 101  
 Kalamazoo, MI 49007

Invoice number 06126  
 Date 12/09/2019

Project **190001 KCBRA - W.O. 2019-1 General Environmental Review**

INVOICE: Through Nov 30, 2019

KCBRA - WP 2019-1 GENERAL ENVIRONMENTAL REVEIW

Professional Fees

	Hours	Rate	Billed Amount
Administrative Assistant Shelbey N. Senkewitz Professional Services	0.50	50.00	25.00
Principal Jeffrey C. Hawkins Professional Services	2.25	140.00	315.00
Project Manager Therese M. Searles Professional Services	9.50	95.00	902.50
KCBRA - WP 2019-1 General Environmental Reveiw subtotal			1,242.50
		Invoice total	<b>1,242.50</b>

Terms: N30 - We accept Check, ETF, Visa, MC Discover & Amex as payment options





Remit to:  
 2960 Interstate Parkway, Kalamazoo, MI 49048  
 P 269.342.1100 | F 269.342.4945 | W envirollogic.com

Kalamazoo County Brownfield Redevelopment Authority  
 Rachael Grover  
 Department of Planning and Community Development  
 201 West Kalamazoo Avenue, Room 101  
 Kalamazoo, MI 49007

Invoice number 06127  
 Date 12/09/2019

Project **190147 KCBRA - W.O. 2019-3 General Environmental Review**

INVOICE: Through Nov 30, 2019

2018 ANNUAL REPORT  
 Professional Fees

	Hours	Rate	Billed Amount
Administrative Assistant Shelbey N. Senkewitz Professional Services	1.25	50.00	62.50
Marketing Manager Pamela L. Jackson Professional Services	3.00	90.00	270.00
Principal Jeffrey C. Hawkins Professional Services	3.00	140.00	420.00
Phase subtotal			752.50
		Invoice total	<b>752.50</b>

Terms: N30 - We accept Check, ETF, Visa, MC Discover & Amex as payment options

# VARNUM

ATTORNEYS AT LAW

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

EIN 38-1294924 • TELEPHONE 616 / 336-6000 • FAX 616 / 336-7000

FRED SCHUBKEGEL

FLSCHUBKEGEL@VARNUMLAW.COM

DIRECT DIAL 269/553-3514

Kalamazoo County Department of Planning  
and Community Development  
Attn: Ms. Rachael Grover  
201 W. Kalamazoo Avenue  
Kalamazoo, MI 49007



RE: GENERAL  
Matter Number: 338050  
Invoice Number: 1085328  
Invoice Date: November 19, 2019

LEGAL SERVICES RENDERED:

<u>Date</u>	<u>Description/Services Rendered By</u>	<u>Hours</u>	<u>Amount</u>
10/02/19	Work on Portage Development Agreement. Fred Schubkegel	1.00	310.00
10/03/19	Call with R. Grover re Development Agreement received from City of Portage. Related preparation and document review. Work on changes to draft of Development Agreement. Fred Schubkegel	1.25	387.50
10/04/19	Work on changes to Development Agreement with City of Portage. Emails with KCBRA team re terms of agreement. Finalize draft of agreement and circulate to City/KCBRA for review. Fred Schubkegel	1.40	434.00
10/11/19	Internal review of revised Development Agreement received from City of Portage. Emails with KCBRA team, City attorney re same. Revise Development Agreement and send to City's attorney, KCBRA team. Fred Schubkegel	1.60	496.00
10/17/19	Email to R. Grover with proposed revision to First Amendment to Stryker Development Agreement. Make revisions and circulate to Stryker attorney. Related follow-up voicemails and emails with Stryker attorney, R. Grover.	1.10	341.00

**VARNUM**  
ATTORNEYS AT LAW

November 19, 2019  
 Invoice No. 1085328  
 Matter No. 338050  
 Page 2

Fred Schubkegel

10/18/19	Emails with Stryker attorney, R. Grover re proposed final changes to the First Amendment to Development Agreement. Makes changes and circulate for review (2 times). Fred Schubkegel	1.30	403.00
----------	---	------	--------

TOTAL FEES FOR SERVICES

\$2,371.50

TOTAL THIS INVOICE

\$2,371.50

PRIOR BALANCE AS OF November 19, 2019

228.00

TOTAL PAYMENT DUE

\$2,599.50

=====

Time Summary

	<u>Avg. Rate</u>	<u>Hours</u>	<u>Amount</u>
Fred Schubkegel	310.00	7.65	2,371.50
TOTALS		7.65	2,371.50

# VARNUM

ATTORNEYS AT LAW

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

EIN 38-1294924 • TELEPHONE 616 / 336-6000 • FAX 616 / 336-7000

FRED SCHUBKEGEL

FLSCHUBKEGEL@VARNUMLAW.COM

DIRECT DIAL 269/553-3514

Kalamazoo County Department of Planning  
and Community Development  
Attn: Ms. Rachael Grover  
201 W. Kalamazoo Avenue  
Kalamazoo, MI 49007

RE: GENERAL  
Matter Number: 338050  
Invoice Number: 1085328  
Invoice Date: November 19, 2019

## R E M I T T A N C E C O P Y

Services	2,371.50
<b>TOTAL THIS INVOICE</b>	<b>\$2,371.50</b>
Prior Balance as of 11/19/19	228.00
<b>TOTAL DUE</b>	<b>\$2,599.50</b>

TERMS: Payment of each of our invoices is due promptly upon receipt.

Please make check payable to Varnum LLP and return this page with your payment.

All services are subject to the Services and Billing memorandum, which can be found at [www.varnumlaw.com/service-and-billing](http://www.varnumlaw.com/service-and-billing).











**Kalamazoo County Brownfield Redevelopment Authority  
2016 EPA Assessment Grants**

**Budget and Invoice Summary**

Project #	Site/Phase	Budget Estimates			Actual					
		Total	Hazardous Substance	Petroleum	Invoice #	Date	Invoice Amount	Hazardous Substance	Petroleum	Notes
190146	City of Parchment River Reach Property									
	Phase I ESA (Task 2)	\$ 12,500.00		12,500.00						
					05725	8/14/2019	\$ 567.50		\$ 567.50	
					05785	9/6/2019	\$ 4,945.50		\$ 4,945.50	
					05912	10/7/2019	\$ 6,728.75		\$ 6,728.75	
					05993	11/7/2019	\$ 1,095.58		\$ 1,095.58	
						Subtotal	\$ 13,337.33	\$ -	\$ 13,337.33	
	BEA, Due Care (Task 3)	\$ 2,500.00		2,500.00	05993	11/7/2019	\$ 2,132.50		\$ 2,132.50	
						Subtotal	\$ 2,132.50		\$ 2,132.50	
	Brownfield Plan Land Description (Task 4)	4,000.00		4,000.00	05912	10/7/2019	\$ 455.00		\$ 455.00	
					05993	11/7/2019	\$ 1,657.26		\$ 1,657.26	
					<b>06122*</b>	<b>12/9/2019</b>	<b>\$ 197.50</b>		<b>\$ 197.50</b>	
						Subtotal	\$ 2,309.76	-	\$ 2,309.76	
	<b>Project Total</b>	<b>\$ 19,000.00</b>	<b>\$ -</b>	<b>\$ 19,000.00</b>		<b>Project Total</b>	<b>\$ 17,779.59</b>	<b>\$ -</b>	<b>\$ 17,779.59</b>	
						<b>Budget Remaining</b>	<b>\$ 1,220.41</b>	<b>\$ -</b>	<b>\$ 1,220.41</b>	
	Notes:					<b>Budget Returned</b>				
						<b>Final Budget Remaining</b>				







**Kalamazoo County Brownfield Redevelopment Authority  
2016 EPA Assessment Grants**

**Budget and Invoice Summary**

Project #	Site/Phase	Budget Estimates			Actual				Notes	
		Total	Hazardous Substance	Petroleum	Invoice #	Date	Invoice Amount	Hazardous Substance		Petroleum
190213	<b>8509 Portage Rd, Portage</b>									
	Phase I ESA (Task 2)	\$ 6,500.00		6,500.00						
					05997	11/7/2019	\$ 205.00		\$ 205.00	
					<b>06125*</b>	<b>12/9/2019</b>	<b>\$ 940.00</b>		<b>\$ 940.00</b>	
						Subtotal	\$ 1,145.00	\$ -	\$ 1,145.00	
	BEA (Task 3)	\$ 2,500.00		2,500.00						
						Subtotal	\$ -		\$ -	
	Due Care (Task 3)	6,500.00		6,500.00						
						Subtotal	\$ -		\$ -	
	<b>Project Total</b>	<b>\$ 15,500.00</b>	<b>\$ -</b>	<b>\$ 15,500.00</b>		<b>Project Total</b>	<b>\$ 1,145.00</b>	<b>\$ -</b>	<b>\$ 1,145.00</b>	
						<b>Budget Remaining</b>	<b>\$ 14,355.00</b>	<b>\$ -</b>	<b>\$ 14,355.00</b>	
	Notes:					<b>Budget Returned</b>				
						<b>Final Budget Remaining</b>				



Remit to:  
2960 Interstate Parkway, Kalamazoo, MI 49048  
P 269.342.1100 | F 269.342.4945 | W envirologic.com

Kalamazoo County Brownfield Redevelopment Authority  
Rachael Grover  
Department of Planning and Community Development  
201 West Kalamazoo Avenue, Room 101  
Kalamazoo, MI 49007

Invoice number 06120  
Date 12/09/2019  
Project **160361 Kalamazoo County BRA -  
Outreach / Programmatic**

INVOICE: Through Nov 30, 2019

OUTREACH / PROGRAMMATIC - W/O 3

Professional Fees

	Hours	Rate	Billed Amount
Project Manager			
Therese M. Searles			
Professional Services	6.00	95.00	570.00
		Invoice total	<b>570.00</b>

Terms: N30 - We accept Check, ETF, Visa, MC Discover & Amex as payment options



Remit to:  
 2960 Interstate Parkway, Kalamazoo, MI 49048  
 P 269.342.1100 | F 269.342.4945 | W envirologic.com

Kalamazoo County Brownfield Redevelopment Authority  
 Rachael Grover  
 Department of Planning and Community Development  
 201 West Kalamazoo Avenue, Room 101  
 Kalamazoo, MI 49007

Invoice number 06122  
 Date 12/09/2019  
 Project **190146 City of Parchment River Reach Property- W.O. 22**

INVOICE: Through Nov 30, 2019

BROWNFIELD PLAN LAND DESCRIPTION (TASK 2)

Professional Fees

	Hours	Rate	Billed Amount
Principal			
Jeffrey C. Hawkins			
Professional Services	0.25	140.00	35.00
Senior Project Manager			
David A. Stegink			
Professional Services	1.25	130.00	162.50
Phase subtotal			197.50
		Invoice total	<b>197.50</b>

Terms: N30 - We accept Check, ETF, Visa, MC Discover & Amex as payment options



Remit to:  
 2960 Interstate Parkway, Kalamazoo, MI 49048  
 P 269.342.1100 | F 269.342.4945 | W envirologic.com

Kalamazoo County Brownfield Redevelopment Authority  
 Rachael Grover  
 Department of Planning and Community Development  
 201 West Kalamazoo Avenue, Room 101  
 Kalamazoo, MI 49007

Invoice number 06121  
 Date 12/09/2019  
 Project **180307 100 Island Avenue, Parchment-  
 (W.O. 18)**

INVOICE: Through Nov 30, 2019

BEA AND DDCC  
 Professional Fees

	Hours	Rate	Billed Amount
Administrative Assistant Shelbey N. Senkewitz Professional Services	0.50	50.00	25.00
Project Scientist Aaron C. Bigler Professional Services	1.00	85.00	<u>85.00</u>
Phase subtotal			<u>110.00</u>

ACT 381 WORK PLAN (WO 18 AMENDMENT #1 AND AMEND. #2)  
 Professional Fees

	Hours	Rate	Billed Amount
Principal Jeffrey C. Hawkins Professional Services	0.25	140.00	35.00
Invoice total			<u><u>145.00</u></u>

Terms: N30 - We accept Check, ETF, Visa, MC Discover & Amex as payment options





Remit to:  
 2960 Interstate Parkway, Kalamazoo, MI 49048  
 P 269.342.1100 | F 269.342.4945 | W envirologic.com

Kalamazoo County Brownfield Redevelopment Authority  
 Rachael Grover  
 Department of Planning and Community Development  
 201 West Kalamazoo Avenue, Room 101  
 Kalamazoo, MI 49007

Invoice number 06123  
 Date 12/09/2019  
 Project **190181 Diamond Auto - W.O. 23**

INVOICE: Through Nov 30, 2019

PHASE II ESA, BEA, DUE CARE

Professional Fees

	Hours	Rate	Billed Amount
Administrative Assistant Shelbey N. Senkewitz Professional Services	0.40	50.00	20.00
CAD Designer/Drafter Michelle A. Bell Professional Services	4.00	65.00	260.00
Project Scientist Olga Tarasev Professional Services	8.25	85.00	701.25
Expense			
	Units	Rate	Billed Amount
DI/Distilled Water	0.50	7.50	3.75
Phase subtotal			985.00
		Invoice total	<b>985.00</b>

Terms: N30 - We accept Check, ETF, Visa, MC Discover & Amex as payment options



Remit to:  
 2960 Interstate Parkway, Kalamazoo, MI 49048  
 P 269.342.1100 | F 269.342.4945 | W envirollogic.com

Kalamazoo County Brownfield Redevelopment Authority  
 Rachael Grover  
 Department of Planning and Community Development  
 201 West Kalamazoo Avenue, Room 101  
 Kalamazoo, MI 49007

Invoice number 06124  
 Date 12/09/2019  
 Project **190188 643 N. Riverview Drive,  
 Parchment**

INVOICE: Through Nov 30, 2019

UST REMOVAL

Professional Fees

	Hours	Rate	Billed Amount
Principal			
Jeffrey C. Hawkins			
Professional Services	0.25	140.00	35.00
Senior Project Manager			
David A. Stegink			
Professional Services	0.75	130.00	97.50
Project Scientist			
Olga Tarasev			
Professional Services	0.50	85.00	42.50
Phase subtotal			175.00
		Invoice total	<b>175.00</b>

Terms: N30 - We accept Check, ETF, Visa, MC Discover & Amex as payment options



Remit to:  
 2960 Interstate Parkway, Kalamazoo, MI 49048  
 P 269.342.1100 | F 269.342.4945 | W envirologic.com

Kalamazoo County Brownfield Redevelopment Authority  
 Rachael Grover  
 Department of Planning and Community Development  
 201 West Kalamazoo Avenue, Room 101  
 Kalamazoo, MI 49007

Invoice number 06141  
 Date 12/09/2019  
 Project **190212 10 and 2 Mills Street**

INVOICE: Through Nov 30, 2019

PHASE I ESA (TASK 2) WORK ORDER 27

Professional Fees

	Hours	Rate	Billed Amount
CAD Designer/Drafter			
Michelle A. Bell			
Professional Services	3.31	65.00	215.15
Project Scientist			
Aaron C. Bigler			
Professional Services	16.00	85.00	1,360.00
Subcontractor			
	Units	Rate	Billed Amount
Subcontractor			
Environmental Data Resources, Inc.	1.00	402.50	402.50
Phase subtotal			1,977.65
		Invoice total	<b>1,977.65</b>

Terms: N30 - We accept Check, ETF, Visa, MC Discover & Amex as payment options



Remit to:  
 2960 Interstate Parkway, Kalamazoo, MI 49048  
 P 269.342.1100 | F 269.342.4945 | W envirologic.com

Kalamazoo County Brownfield Redevelopment Authority  
 Rachael Grover  
 Department of Planning and Community Development  
 201 West Kalamazoo Avenue, Room 101  
 Kalamazoo, MI 49007

Invoice number 06125  
 Date 12/09/2019  
 Project **190213 Former Speedway, 8509 Portage Road, Portage, MI**

INVOICE: Through Nov 30, 2019

PHASE I ESA; TASK 2; WORK ORDER 26

Professional Fees

	Hours	Rate	Billed Amount
Senior Project Manager			
David A. Stegink			
Professional Services	1.75	130.00	227.50
Project Scientist			
Bradford J. Yocum			
Professional Services	5.00	85.00	425.00
Subcontractor			
	Units	Rate	Billed Amount
Subcontractor			
Environmental Data Resources, Inc.	1.00	287.50	287.50
Phase subtotal			940.00
		Invoice total	<b>940.00</b>

Terms: N30 - We accept Check, ETF, Visa, MC Discover & Amex as payment options





# COUNTY OF KALAMAZOO

## TRAVEL EXPENSE FORM

### 2019 M&IE and Mileage

<b>Employee Name</b> Rachael Grover	<b>Vendor #</b>	<b>Date Submitted</b> Dec 20, 2019
<b>Street Address</b>	<b>Department:</b> Planning	
<b>City, State, Zip Code</b>	<b>Period Covered From:</b> Dec 6, 2019	<b>Period Covered To:</b> Dec 13, 2019

Date	Activity Type	Indicate Meals Claimed B <input type="checkbox"/> L <input type="checkbox"/> D <input type="checkbox"/>	Explanation (All M&IE listed must include location)	Amount	
				Travel	Training
		B <input type="checkbox"/> L <input type="checkbox"/> D <input type="checkbox"/>			
12-13-2019	Transportation	B <input type="checkbox"/> L <input type="checkbox"/> D <input type="checkbox"/>	Taxi to airport for Peregon and Grover	64.56	
12-13-2019	Checked Baggage	B <input type="checkbox"/> L <input type="checkbox"/> D <input type="checkbox"/>	Delta Airlines	30.00	
12-10-2019	Registration Fees	B <input type="checkbox"/> L <input type="checkbox"/> D <input type="checkbox"/>	Additional Mobile tour registration fee	25.00	
		B <input type="checkbox"/> L <input type="checkbox"/> D <input type="checkbox"/>			
		B <input type="checkbox"/> L <input type="checkbox"/> D <input type="checkbox"/>			
		B <input type="checkbox"/> L <input type="checkbox"/> D <input type="checkbox"/>			
		B <input type="checkbox"/> L <input type="checkbox"/> D <input type="checkbox"/>			
		B <input type="checkbox"/> L <input type="checkbox"/> D <input type="checkbox"/>			
		B <input type="checkbox"/> L <input type="checkbox"/> D <input type="checkbox"/>			

Date	Description (include point to point traveled and purpose of trip)	Mileage	
		Travel	Training

I HEREBY CERTIFY THAT ALL ITEMS OF EXPENSE INCLUDED IN THIS STATEMENT WERE INCURRED IN THE DISCHARGE OF AUTHORIZED OFFICIAL BUSINESS; THAT THE AMOUNTS ARE CORRECT; THAT PROPER DOCUMENTATION HAS BEEN SUBMITTED; AND THAT THEY REPRESENT PROPER CHARGES AGAINST THE COUNTY.

Total Mileage		
Travel Account	bra001-86000-bra05	119.56
Training Account		.00
Total Due		119.56

\_\_\_\_\_  
Employee Signature Date

\_\_\_\_\_  
Authorized Signature Date

670	GROVER/RACHAEL	.00	12/13/19	10:02		7709	19731
ROOM	NAME	RATE	DEPART	TIME		ACCT#	GROUP
GK	KALAMAZOO COUNTY		12/06/19	20:04			
TYPE	3005 APPLELANE AVE		ARRIVE	TIME			
46	KALAMAZOO MI 49008						
ROOM	ADDRESS	MCXXXXXXXXXXXX0745				MBV#:	924821846
CLERK		PAYMENT					

DATE	REFERENCES	CHARGES	CREDITS	BALANCES DUE
12/06	GP ROOM 670, 1	181.00		
12/06	OCC TAX 670, 1	25.34		
12/06	CA FEE 670, 1	.75		
12/06	TMD FEE 670, 1	2.72		
12/07	GP ROOM 670, 1	181.00		
12/07	OCC TAX 670, 1	25.34		
12/07	CA FEE 670, 1	.75		
12/07	TMD FEE 670, 1	2.72		
12/08	GP ROOM 670, 1	181.00		
12/08	OCC TAX 670, 1	25.34		
12/08	CA FEE 670, 1	.75		
12/08	TMD FEE 670, 1	2.72		
12/09	GP ROOM 670, 1	181.00		
12/09	OCC TAX 670, 1	25.34		
12/09	CA FEE 670, 1	.75		
12/09	TMD FEE 670, 1	2.72		
12/10	GP ROOM 670, 1	181.00		
12/10	OCC TAX 670, 1	25.34		
12/10	CA FEE 670, 1	.75		
12/10	TMD FEE 670, 1	2.72		
12/11	GP ROOM 670, 1	181.00		
12/11	OCC TAX 670, 1	25.34		
12/11	CA FEE 670, 1	.75		
12/11	TMD FEE 670, 1	2.72		
12/12	GP ROOM 670, 1	181.00		
12/12	OCC TAX 670, 1	25.34		
12/12	CA FEE 670, 1	.75		
12/12	TMD FEE 670, 1	2.72		
12/13	CCARD-MC			
	PAYMENT RECEIVED BY: MASTERCARD XXXXXXXXXXXXX0745		1468.67	
12/13	CCARD-MC			
	PAYMENT RECEIVED BY: MASTERCARD XXXXXXXXXXXXX0745		.00	
				.00

**See our "Privacy & Cookie Statement" on Marriott.com**

**Your Marriott Bonvoy points/miles earned on your eligible earnings will be credited to your account. Check your Marriott Bonvoy Account Statement for updated activity. See members.marriott.com for new Marriott Reward benefits.**

JW MARRIOTT HOTEL LOS ANGELES  
 900 W OLYMPIC BLVD  
 LOS ANGELES, CA 90015  
 PH# 213-765-8600 FAX# 213-765-8601

**Experience comfort with the JW Marriott home collection. Visit [CuratedbyJW.com](http://CuratedbyJW.com)**

This statement is your only receipt. You have agreed to pay in cash or by approved personal check or to authorize us to charge your credit card for all amounts charged to you. The amounts shown in the credit column opposite any credit card entry in the reference column above will be charged to the credit card number set forth above. (The credit card company will bill in the usual manner.) If for any reason the credit card company does not make payment on this account, you will owe us such amount. If you are direct billed, in the event payment is not made within 25 days after check-out, you will owe us interest from the check-out date on any unpaid amount at the rate of 1.5% per month (ANNUAL RATE 18%), or the maximum allowed by law, plus the reasonable cost of collection, including attorney fees.

From: [TaxiUS](#)  
To: [Rachael A. Grover](#)  
Subject: TaxiUS - Booking Receipt  
Date: Friday, December 13, 2019 1:40:39 PM

Confirmation No. **00176472**  
Total Fare **\$64.56**  
Company Name **Bell Cab**

Fri, Dec 13, 2019 10:40 AM



## TaxiUS - Booking Receipt

### Fare Breakdown

Fare **\$53.85**  
Extra **\$0.00**  
Tip **\$10.71**  
Discount **\$0.00**  
Total **\$64.56**

Card No.	Card Type	Inv #	Time	Sale Amount
xxxxxxxxxxxx0745	MasterCard	176472	12/13/2019 10:40:14 AM	\$64.56

### Trip Locations

Pickup Address **1225 W Olympic Blvd, Los Angeles, CA**  
DropOff Address **119-155 World Way, Los Angeles, Ca**  
Pickup Time: **Fri, Dec 13, 2019 10:04 AM**  
Dropoff Time: **Fri, Dec 13, 2019 10:40 AM**  
Distance: **16.40 Miles** Drive Time: **36.00 Min**  
**You rode with Driver LEE, KYU**  
Vehicle Type: **SEDAN**, Vehicle No: **5579**

**Thank you for booking your trip with us, we look forward to serving you again!**



**Rachael A. Grover**

---

**From:** brownfields@prereg.net  
**Sent:** Monday, September 23, 2019 1:26 PM  
**To:** Rachael A. Grover  
**Subject:** 2019 National Brownfields Training Conference Confirmation/Receipt



Thank you for registering for the **2019 National Brownfields Training Conference** being held on December 11-13, 2019 in Los Angeles, CA.

Your registration information has been received and will be processed. Please do not block or spam brownfields@prereg.net.

**Important:** Once a registration transaction is complete, the charge will appear as "ICMA Online" on your credit card statement. Please share this information with your account manager to alleviate any questions about the charge.

**RACHAEL GROVER** Account/Badge Number: 5455-1

LG	Local Government	\$200.00
MW002	Affordable, Inclusionary, Infill Housing 12/10/2019 09:30 AM-12:30 PM	\$25.00
EJC	Environmental Justice Caucus 12/10/2019 06:00 PM-08:00 PM	\$0.00

Mobile Workshop fee

**Subtotal - \$225.00**

**Account Payment Activity:**

Pay Type	Charged On	Fees
MC - 0702	2019-09-05 3:49 PM	\$200.00
Visa - 8625	2019-09-23 1:26 PM	\$25.00

Grand Total: \$225.00

Total Paid: \$225.00

Total Owed: \$0.00

For any changes, additions or deletions to your registration, please call QMS at 1-888-373-9617 or login to your account.



# COUNTY OF KALAMAZOO

## TRAVEL EXPENSE FORM

### 2019 M&IE and Mileage

<b>Employee Name</b> Ken Peregon	<b>Vendor #</b>	<b>Date Submitted</b> Dec 20, 2019
<b>Street Address</b>	<b>Department:</b> Planning	
<b>City, State, Zip Code</b>	<b>Period Covered From:</b> Dec 6, 2019	<b>Period Covered To:</b> Dec 13, 2019

Date	Activity Type	Indicate Meals Claimed			Explanation (All M&IE listed must include location)	Amount	
		B <input type="checkbox"/>	L <input type="checkbox"/>	D <input type="checkbox"/>		Travel	Training
12-09-2019	Transportation	B <input type="checkbox"/>	L <input type="checkbox"/>	D <input type="checkbox"/>	Uber to hotel	33.10	
12-09-2019	Lodging	B <input type="checkbox"/>	L <input type="checkbox"/>	D <input type="checkbox"/>	JW Marriott, Los Angeles, CA	209.81	
12-09-2019	M&IE (Overnight)	B <input checked="" type="checkbox"/>	L <input checked="" type="checkbox"/>	D <input checked="" type="checkbox"/>	Los Angeles, CA	66.00	
12-10-2019	Lodging	B <input type="checkbox"/>	L <input type="checkbox"/>	D <input type="checkbox"/>	JW Marriott, Los Angeles, CA	209.81	
12-10-2019	M&IE (Overnight)	B <input checked="" type="checkbox"/>	L <input checked="" type="checkbox"/>	D <input checked="" type="checkbox"/>	Los Angeles, CA	66.00	
12-11-2019	Lodging	B <input type="checkbox"/>	L <input type="checkbox"/>	D <input type="checkbox"/>	JW Marriott, Los Angeles, CA	209.81	
12-11-2019	M&IE (Overnight)	B <input checked="" type="checkbox"/>	L <input checked="" type="checkbox"/>	D <input type="checkbox"/>	Los Angeles, CA - Dinner provided	38.00	
12-12-2019	Lodging	B <input type="checkbox"/>	L <input type="checkbox"/>	D <input type="checkbox"/>	JW Marriott, Los Angeles, CA	209.81	
12-12-2019	M&IE (Overnight)	B <input checked="" type="checkbox"/>	L <input checked="" type="checkbox"/>	D <input checked="" type="checkbox"/>	Los Angeles, CA	66.00	
12-13-2019	M&IE (Overnight)	B <input checked="" type="checkbox"/>	L <input checked="" type="checkbox"/>	D <input checked="" type="checkbox"/>	Los Angeles, CA	66.00	

Date	Description (include point to point traveled and purpose of trip)	Mileage	
		Travel	Training

<p><b>I HEREBY CERTIFY THAT ALL ITEMS OF EXPENSE INCLUDED IN THIS STATEMENT WERE INCURRED IN THE DISCHARGE OF AUTHORIZED OFFICIAL BUSINESS; THAT THE AMOUNTS ARE CORRECT; THAT PROPER DOCUMENTATION HAS BEEN SUBMITTED; AND THAT THEY REPRESENT PROPER CHARGES AGAINST THE COUNTY.</b></p>	<b>Total Mileage</b>		
	Travel Account	bra002-86000-bra05	1,174.34
	Training Account		.00
	<b>Total Due</b>		<b>1,174.34</b>

\_\_\_\_\_  
Employee Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature \_\_\_\_\_  
Date



# COUNTY OF KALAMAZOO

## TRAVEL EXPENSE FORM

### 2019 M&IE and Mileage

<b>Employee Name</b> Ken Peregon	<b>Vendor #</b>	<b>Date Submitted</b> Dec 20, 2019
<b>Street Address</b>	<b>Department:</b> Planning	
<b>City, State, Zip Code</b>	<b>Period Covered From:</b> Dec 6, 2019	<b>Period Covered To:</b> Dec 13, 2019

Date	Activity Type	Indicate Meals Claimed	Explanation (All M&IE listed must include location)	Amount	
				Travel	Training
12-10-2019	Registration Fees	B <input type="checkbox"/> L <input type="checkbox"/> D <input type="checkbox"/>	Mobile Tour fees	25.00	
12-13-2019	Checked Baggage	B <input type="checkbox"/> L <input type="checkbox"/> D <input type="checkbox"/>	Delta Airlines	30.00	
12-09-2019	Internet Access	B <input type="checkbox"/> L <input type="checkbox"/> D <input type="checkbox"/>	JW Marriott internet charge	9.95	
12-10-2019	Internet Access	B <input type="checkbox"/> L <input type="checkbox"/> D <input type="checkbox"/>	JW Marriott internet charge	9.95	
12-11-2019	Internet Access	B <input type="checkbox"/> L <input type="checkbox"/> D <input type="checkbox"/>	JW Marriott internet charge	9.95	
		B <input type="checkbox"/> L <input type="checkbox"/> D <input type="checkbox"/>			
		B <input type="checkbox"/> L <input type="checkbox"/> D <input type="checkbox"/>			
		B <input type="checkbox"/> L <input type="checkbox"/> D <input type="checkbox"/>			
		B <input type="checkbox"/> L <input type="checkbox"/> D <input type="checkbox"/>			
		B <input type="checkbox"/> L <input type="checkbox"/> D <input type="checkbox"/>			

Date	Description (include point to point traveled and purpose of trip)	Mileage	
		Travel	Training

<b>I HEREBY CERTIFY THAT ALL ITEMS OF EXPENSE INCLUDED IN THIS STATEMENT WERE INCURRED IN THE DISCHARGE OF AUTHORIZED OFFICIAL BUSINESS; THAT THE AMOUNTS ARE CORRECT; THAT PROPER DOCUMENTATION HAS BEEN SUBMITTED; AND THAT THEY REPRESENT PROPER CHARGES AGAINST THE COUNTY.</b>	<b>Total Mileage</b>		
	Travel Account	bra002-86000-bra05	84.85
	Training Account		.00
	<b>Total Due</b>		<b>84.85</b>

\_\_\_\_\_  
Employee Signature \_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Signature \_\_\_\_\_  
Date

# Thanks for tipping! We've updated your Monday evening trip receipt

From: Uber Receipts (uber.us@uber.com)

To: ken.peregon@sbcglobal.net

Date: Monday, December 9, 2019, 10:06 PM EST



Total: **\$33.10**  
Mon, Dec 09, 2019

## Thanks for tipping, Ken

Thanks for tipping! We've updated your Monday evening trip receipt



# Total

# \$33.10

---

Trip fare	\$27.91
-----------	---------

---

Subtotal	\$27.91
----------	---------

Wait Time 	\$
	1

	.
	0
	1

Tip	\$
	4
	.

1

8

Amount Charged

	•••• 9273 <a href="#">Switch</a>	\$28.92
	•••• 9273 <a href="#">Switch</a>	\$4.18

### You rode with Kevin



Has passed a multi-step safety screen

**4.97** ★ Rating

Kevin is known for:  
Excellent Service

How was your ride?

[Rate Or Tip →](#)

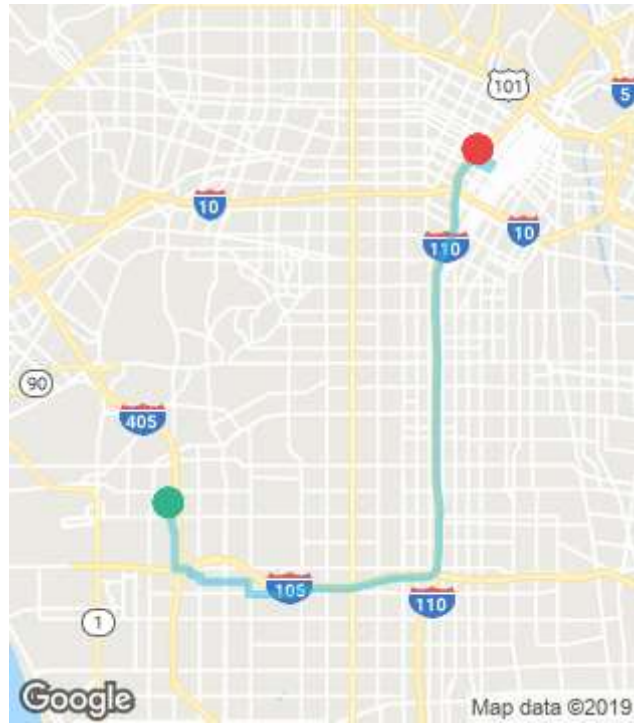
Transportation Network Company: Uber Technologies, Inc.

When you ride with Uber, your trips are insured in case of a covered accident. [Learn more.](#)

**UberX** 15.91 mi | 48 min

- **05:51pm**  
5280 W Century Blvd, Los Angeles, CA
- **06:39pm**

910 Olympic Blvd, Los Angeles, CA



Invite your friends and family.

Get \$5 off your next ride when you refer a friend to try Uber. Share code: kenp5368ui

[REPORT LOST ITEM >](#)

[CONTACT SUPPORT >](#)

[MY TRIPS >](#)

Uber

[FAQ](#)

[Forgot password](#)

Read about our [zero tolerance policy](#). Report a zero tolerance complaint by visiting [help.uber.com](https://help.uber.com).

Uber Technologies  
1455 Market St  
San Francisco, CA 94103

[Privacy](#)

[Terms](#)

1921	PEREGON/K	181.00	12/13/19	12:00	8779	19731
ROOM	NAME	RATE	DEPART	TIME	ACCT#	GROUP
GD	KALAMAZOO COUNTY BRO		12/09/19	18:39		
TYPE			ARRIVE	TIME		
120						

ROOM	ADDRESS	PAYMENT	MBV#:
CLERK			

DATE	REFERENCES	CHARGES	CREDITS	BALANCES DUE
12/09	GP ROOM	1921, 1	181.00	
12/09	OCC TAX	1921, 1	25.34	
12/09	CA FEE	1921, 1	.75	
12/09	TMD FEE	1921, 1	2.72	
12/09	TELECOMM	BASEHSIA	9.95	
12/10	RESTRNT	16221921	20.52	
12/10	GP ROOM	1921, 1	181.00	
12/10	OCC TAX	1921, 1	25.34	
12/10	CA FEE	1921, 1	.75	
12/10	TMD FEE	1921, 1	2.72	
12/11	RESTRNT	17101921	23.81	
12/11	TELECOMM	BASEHSIA	9.95	
12/11	GP ROOM	1921, 1	181.00	
12/11	OCC TAX	1921, 1	25.34	
12/11	CA FEE	1921, 1	.75	
12/11	TMD FEE	1921, 1	2.72	
12/12	RESTRNT	18491921	24.81	
12/12	TELECOMM	BASEHSIA	9.95	
12/12	GP ROOM	1921, 1	181.00	
12/12	OCC TAX	1921, 1	25.34	
12/12	CA FEE	1921, 1	.75	
12/12	TMD FEE	1921, 1	2.72	
12/13	VS CARD			\$938.23

TO BE SETTLED TO: VISA      CURRENT BALANCE .00

THANK YOU FOR CHOOSING MARRIOTT! TO EXPEDITE YOUR CHECK-OUT, PLEASE CALL THE FRONT DESK. OR PRESS "MENU" ON YOUR TV REMOTE CONTROL TO ACCESS VIDEO CHECK-OUT.

**See our "Privacy & Cookie Statement" on Marriott.com**

JW MARRIOTT HOTEL LOS ANGELES  
900 W OLYMPIC BLVD  
LOS ANGELES, CA 90015  
PH# 213-765-8600 FAX# 213-765-8601

**Experience comfort with the JW Marriott home collection. Visit [CuratedbyJW.com](http://CuratedbyJW.com)**

This statement is your only receipt. You have agreed to pay in cash or by approved personal check or to authorize us to charge your credit card for all amounts charged to you. The amounts shown in the credit column opposite any credit card entry in the reference column above will be charged to the credit card number set forth above. (The credit card company will bill in the usual manner.) If for any reason the credit card company does not make payment on this account, you will owe us such amount. If you are direct billed, in the event payment is not made within 25 days after check-out, you will owe us interest from the check-out date on any unpaid amount at the rate of 1.5% per month (ANNUAL RATE 18%), or the maximum allowed by law, plus the reasonable cost of collection, including attorney fees.



**From:** [Ken Peregon](#)  
**To:** [Rachael A. Grover](#)  
**Subject:** FW: 2019 National Brownfields Training Conference Confirmation/Receipt  
**Date:** Wednesday, September 25, 2019 2:32:14 PM  
**Attachments:** [image001.png](#)

---

Rachael,

I added a field trip at the conference at a cost of \$25.00 as per below.

I'm guessing it will be easiest to deal with this at a future meeting but thought I'd share it with you now...



350 E. Michigan Avenue, Ste. 415, Kalamazoo, MI 49007  
O 269.381.3357 M 269.760.2154  
W [www.ocba.com](http://www.ocba.com) E [kperegon@ocba.com](mailto:kperegon@ocba.com)



**From:** brownfields@prereg.net  
**Sent:** Wednesday, September 25, 2019 2:21 PM  
**To:** Ken Peregon <[kperegon@ocba.com](mailto:kperegon@ocba.com)>  
**Subject:** 2019 National Brownfields Training Conference Confirmation/Receipt



Thank you for registering for the **2019 National Brownfields Training Conference** being held on December 11-13, 2019 in Los Angeles, CA.

Your registration information has been received and will be processed. Please do not block or spam [brownfields@prereg.net](mailto:brownfields@prereg.net).

**Important:** Once a registration transaction is complete, the charge will appear as "ICMA Online" on

your credit card statement. Please share this information with your account manager to alleviate any questions about the charge.

**KEN PEREGON** Account/Badge Number: 5396-1

LG	Local Government	\$200.00
004	Innovative Brownfields Characterization and Cleanup Solutions: A Primer 12/10/2019 09:00 AM-01:00 PM	\$0.00
EJC	Environmental Justice Caucus 12/10/2019 06:00 PM-08:00 PM	\$0.00
MW006	Rebirth of LA's Natural Treasure: Los Angeles River Revitalization 12/12/2019 12:15 PM-03:15 PM	\$25.00

*Subtotal* - **\$225.00**

Account Payment Activity:

Pay Type	Charged On	Fees
Visa - 9273	2019-08-26 2:40 PM	\$200.00
Visa - 9273	2019-09-25 2:21 PM	\$25.00

Grand Total: \$225.00

Total Paid: \$225.00

Total Owed: \$0.00

For any changes, additions or deletions to your registration, please call QMS at 1-888-373-9617 or login to your account.








Conference registration and all paid events including the Community Reception and Mobile Workshops registration may be cancelled without penalty until 5:00 PM ET October 11, 2019 via e-mail ([brownfields@prereg.net](mailto:brownfields@prereg.net)), fax (678-341-3099) or in writing (QMS Services, Inc., Attn: 2019 National Brownfields Training Conference, 6840 Meadowridge Court, Alpharetta, GA 30005). Cancellation requests received after October 11, 2019 will incur a \$25 processing fee. No refunds will be issued after November 11, 2019.

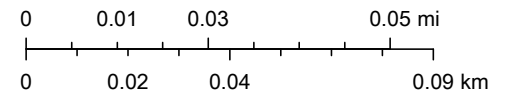
# 3815 and 3817 N. Westnedge



12/17/2019, 3:49:29 PM

1:2,257

 Government Units	 County Primary Road	 Parcels
 Address Points	 County Local Road - Tertiary	 Streams
 Street Centerlines		



Sources: Esri, HERE, Garmin, FAO, NOAA, USGS, © OpenStreetMap

Kalamazoo County

This map is for reference purposes only, and does not represent a survey or legal document. Data layers on this map are generated from individual local sources. The County makes no representation regarding the accuracy or reliability of the data contained herein.



October 17, 2019

Mr. Jared Foster  
Director of Operations  
Native Connections  
17080 Hoshel Road  
Three Rivers, MI 49093

Re: Proposal for Professional Services  
Phase I Environmental Site Assessment (ESA)  
3817 and 3815 North Westnedge Avenue, Kalamazoo, Michigan 49004

Dear Mr. Foster:

Fishbeck is pleased to furnish a proposed fee to provide environmental due diligence services to Native Connections (Native Connections). Following are our proposed scope of services and fees.

## Scope of Services

Fishbeck conducts Phase I ESAs in conformance with the scope and limitations of the American Society for Testing and Materials (ASTM) Standard Practice E 1527-13 and *All Appropriate Inquiry (AAI)*, as defined in the Comprehensive Environmental Response, Compensation, and Liability Act, as amended. The Phase I ESA is performed as part of your environmental due diligence prior to property purchase. The goal of environmental due diligence is to limit potential environmental liability and determine if there are any *recognized environmental conditions* (RECs) associated with the property. If RECs are identified in the Phase I ESA, additional due diligence activities, such as a Phase II ESA, may be required to provide the desired protection.

Fishbeck will complete a Phase I ESA for the subject property and provide a report summarizing the work performed, results, and conclusions. All reports will be subject to a quality control review by a qualified senior-level staff member. Depending upon receipt of Freedom of Information Act reports from relevant state and local agencies (as appropriate), a draft copy of the report text will be submitted to you electronically for review within three to four weeks of notice to proceed. Upon receipt of your final comments, the final report will be submitted to you electronically as a PDF. Upon request, one printed copy of the report will be provided. Additional printed copies can be provided for an additional per-copy fee.

## Understanding of the Project

It is our understanding that the property consists of two parcels: the larger parcel is 3.63 acres in size and the smaller parcel is 0.66 acre in size. The site is located in Kalamazoo Township and is owned by Quality Precast, a concrete precast manufacturer that has expanded and moved operations to a different facility.

The smaller parcel (0.66 acre) is located at 3817 North Westnedge Avenue and contains a duplex structure (approximately 1,550 square feet) which was used as office space in the south unit and residential housing in the north unit.



The larger parcel (3.63 acres), located at 3815 North Westnedge Avenue, has two pole-barn type structures that were used for equipment storage and painting.

It is Fishbeck's understanding that Nature Connections is interested in purchasing both parcels to be used as their business headquarters. Potential business operations would include native prairie grass farming, drying seeds, seed storage and mixing, and general office operations in the existing structures. This scope of service does not provide any common non-scope considerations outside the ASTM E 1527 standard practice. The typical non-scope items include asbestos containing materials, radon, lead-based paint, lead in drinking water, wetlands, regulatory compliance, endangered species act, indoor air quality, and mold. However, Fishbeck can provide these and other due diligence services upon request.

## Cost and Authorization

Fishbeck proposes a lump-sum fee of One Thousand Nine Hundred Seventy Dollars (\$1,970) for completion of the Phase I ESA. This fee assumes Fishbeck will conduct one site visit/inspection; required representatives will be reasonably accessible and available for interviews; agency and company files will be provided to Fishbeck as allowed by time and cost constraints; and one review meeting or conference call will be conducted with designated client representatives to resolve issues concerning the project and draft Phase I ESA report. All pertinent and available environmental or geotechnical reports in possession of client will be supplied to Fishbeck prior to the initial site visit.

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed contract to the attention of Leanne K. Jeannot ([lkjeannot@ftch.com](mailto:lkjeannot@ftch.com)). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted every four weeks and payment is due upon receipt.

During the completion of an assessment, unknown conditions may occasionally arise that require additional effort over and above the defined scope of services in order to comply with the ASTM Standard and AAI. Fishbeck will notify Native Connections if a change in the scope of services is required to complete the project. Additional services will not be performed without prior client approval of any amended scope and fee.

## User Reliance

The Phase I ESA report will be provided for the client's exclusive use. Any use of the report by others, without the written consent of Fishbeck, will be without liability to Fishbeck. Fishbeck will provide Reliance Letters to third parties (lenders, etc.) on a case-by-case basis for a nominal fee per letter.

## Additional Services

Fishbeck also offers other due diligence and property development services that you may want to consider. For example, Fishbeck provides services related to site development, including brownfield redevelopment consulting, property condition assessments, feasibility studies, civil engineering, infrastructure and building design, and construction services. We also invite you to visit our website at [www.ftch.com](http://www.ftch.com) to learn more about the full range of services Fishbeck offers.

Mr. Jared Foster  
Page 3  
October 17, 2019



If you have any questions or require additional information, please contact me at 269.544.6945 or email [cdcaw@ftch.com](mailto:cdcaw@ftch.com).

Sincerely,

FISHBECK, THOMPSON, CARR & HUBER, INC.

A handwritten signature in black ink, which appears to read "Christopher Carew". The signature is fluid and cursive.

Christopher D. Carew

lkj

Attachments

By email

cc: Roman A. Wilson – Fishbeck  
Todd C. Campbell, CPG – Fishbeck



# PROFESSIONAL SERVICES AGREEMENT

**PROJECT NAME** Phase I Environmental Site Assessment  
**FISHBECK CONTACT** Christopher D. Carew  
**CLIENT** Native Connections  
**CLIENT CONTACT** Mr. Jared Foster, Director of Operations  
**ADDRESS** 17080 Hoshel Road, Three Rivers, MI 49093

hereby requests and authorizes Fishbeck, Thompson, Carr & Huber, Inc. to perform the following:

**SCOPE OF SERVICES:**

Conduct a Phase I Environmental Site Assessment (ESA) for the properties at 3817 and 3815 North Westnedge Avenue, Kalamazoo, Michigan, as outlined in the attached Fishbeck proposal letter.

**AGREEMENT. The Agreement consists of this page and the documents that are checked:**

- Terms and Conditions for Professional Services, attached.**
- Proposal dated** October 17, 2019.
- Other:**

**METHOD OF COMPENSATION:**

- Lump Sum for Defined Scope of Services**
- Hourly Billing Rates plus Reimbursable Expenses**
- Other:**

**Budget for above Scope of Services:**

Lump-sum fee of One Thousand Nine Hundred Seventy Dollars (\$1,970).

**ADDITIONAL PROVISIONS (IF ANY):**

None.

**APPROVED FOR:**

Native Connections

**BY:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**ACCEPTED FOR:**

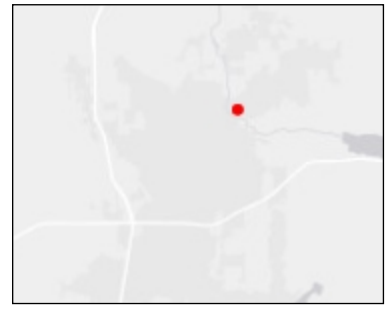
Fishbeck, Thompson, Carr & Huber, Inc.

**BY:** Michael S. Colvin

**TITLE:** Senior Vice President

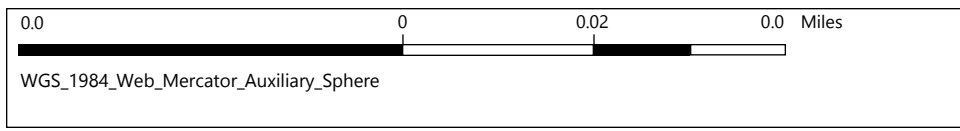
**DATE:** October 17, 2019

# Eastside Neighborhood Association Project



**Legend**

- Street Names - City
- Parcels



This map is a user generated static output from an Internet mapping site and is for reference only. Data layers that appear on this map may or may not be accurate, current, or otherwise reliable.  
**THIS MAP IS NOT TO BE USED FOR NAVIGATION**





# KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

## PART I PROJECT APPLICATION

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

1 Date of Application:

**Business Information**

2 Name of Applicant:

3 Business Address:

4 Business Telephone Number:

5 Contact Person(s) & Title:

6 Contact Person(s) Telephone Number:

7 Contact Person(s) Fax Number:

8 Contact Person(s) Email Address:

9 Entity Type:

Proprietorship	<input type="checkbox"/>	
Partnership	<input type="checkbox"/>	
Corporation	<input checked="" type="checkbox"/>	
Other (specify)	<input type="checkbox"/>	

10 Describe nature and history of business:

We are a charitable not for profit Neighbprhood revitalization and enhancement organization that works of reisent quality of life and complete neighborhood strategies for the east side of the City of Kalamazoo

11 List similar projects developed over the last five years (if any):

None

**Proposed Project Site Information**

12 Address(es) (if known):

13 Tax IDs:

14 Present Owner(s):

15 Date Present Owner(s) Acquired Property (if known):

16 Does applicant have land control: No  Yes

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

17 Any currently known environmental issues?

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

19 Is access to site permitted? No  Yes

20 Project Type:

New	<input type="checkbox"/>	
Relocation	<input type="checkbox"/>	
Expansion	<input type="checkbox"/>	
Rehabilitation	<input checked="" type="checkbox"/>	

21 Project Size:

Parcel Size (acres):	<input style="width: 100%; height: 15px;" type="text"/>
Existing building area (sq ft):	<input style="width: 100%; height: 15px;" type="text" value="6,000 SF (total for 2 buildings)"/>
New building area (sq ft):	<input style="width: 100%; height: 15px;" type="text"/>

22 Project timeline (proposed or actual):

Start date: Jan. 2020

Completion Date: 2023

23

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

Business Plan	
Market Analysis	
Architectural/Site Plans	

Financial Commitments	
Environmental Information/Reports	x

**Tax Base Information**

24 Total Investment Anticipated: [Redacted]

If available, please attach a detailed projection of project costs and proposed funding sources.

Categories of costs may include real estate, demolition, environmental, new construction, renovation, new equipment, and other as appropriate.

25 Eligible activities for which potential funding may be sought:

Phase I ESA	0	Phase II ESA	
BEA		Due Care	
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			

26 Current State Equalized Value: \$276,600.00

27 Estimated State Equalized Value after Project Completion: [Redacted]


28 Full Time Equivalent (FTE) Employees:

FTE Jobs Retained: [Redacted]

FTE Jobs Created: [Redacted]

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

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

Signature:  Title: Executive Director

Direct office or cell number: 269.381.0700

Fax number: 269.381.0710

Email address: kenadirector@gmail.com

Date: [Redacted]

If you have questions regarding the application, please contact:

Kalamazoo County Government  
 Lotta Jarnefelt, Director Email: [lmjarn@kalcounty.com](mailto:lmjarn@kalcounty.com)  
 Department of Planning and Community Development  
 201 W. Kalamazoo Avenue, Room 101  
 Kalamazoo, MI 49007

Office Phone: 269-384-8112 Office Fax: 269-383-8920



Remit to:  
 2960 Interstate Parkway, Kalamazoo, MI 49048  
 P 269.342.1100 | F 269.342.4945 | W envirologic.com

Kalamazoo County Brownfield Redevelopment Authority  
 Rachael Grover  
 Department of Planning and Community Development  
 201 West Kalamazoo Avenue, Room 101  
 Kalamazoo, MI 49007

Invoice number 06128  
 Date 12/09/2019

Project **190148 EGLE Loan Oversight  
 Paper City Development LLC  
 Vicksburg, MI**

INVOICE: Through Nov 30, 2019

EGLE LOAN OVERSIGHT - W.O. 2019-4

Professional Fees

	Hours	Rate	Billed Amount
Principal			
Jeffrey C. Hawkins			
Professional Services	0.50	140.00	70.00
Project Manager			
Paul D. French			
Professional Services	2.00	105.00	210.00
Phase subtotal			280.00
		Invoice total	<b>280.00</b>

Terms: N30 - We accept Check, ETF, Visa, MC Discover & Amex as payment options

---

## MEMORANDUM

TO: **RACHAEL GROVER, RESOURCE COORDINATOR, KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**

FROM: **JEFF HAWKINS**

SUBJECT: **FY16 EPA BROWNFIELD ASSESSMENT GRANT UPDATES**

DATE: **12/19/2019**

---

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 EPA Brownfield Assessment Grants.

**1. Site Inventory and Prioritization**

**Project No: 160360 – W.O. 2**

**Update:**

It is anticipated that no further activities will occur under this task. The KCBRA approved moving the remaining \$1,500 budget to Community Outreach and Programmatic.

**2. Community Outreach and Programmatic**

**Project No: 160361 - W.O. 3**

**Update:**

Envirologic prepared materials for and attended the KCBRA board meeting in November. Envirologic attended the Executive Committee meeting in November. Numerous communications with Rachael Grover regarding potential projects. Envirologic completed the quarterly reports and other reporting necessary under the Cooperative Agreement. As noted above, the Site Inventory and Prioritization budget was moved to this task.

**3. 100 Island Avenue**

**Project No: 180307 – W.O. 18**

**Update:**

Mr. Greg Terrill (or an entity to be formed) has acquired several buildings formerly part of the former Crown Vantage paper mill in Parchment, Michigan. Mr. Terrill intends to restore 2-3 buildings to move his business to the property. There have been previous environmental assessments and a hazardous building materials survey conducted. Envirologic has made full use of the existing documentation.

Envirologic has completed the Phase I and II ESA. A BEA has been drafted. Envirologic just received information from the developer which will allow Envirologic to submit the BEA to the state. Mr. Terrill has closed on the property. The KCBRA approved a work order amendment to prepare an Act 381 Work Plan for submittal to the EGLE. A draft of the work plan has been submitted to EGLE as part of an unofficial review prior to formal submittal due to unusual circumstances related to demolition as a response activity. Envirologic has revised the work plan, however, it hasn't been submitted since we are waiting for demolition costs from the developer.

**4. City of Parchment – Former Rivers Edge Property**

**Project No: 190146 – W.O. 22**

**Update:**

The Kalamazoo County Brownfield Redevelopment Authority wishes to assist the City of Parchment in securing control of property once conveyed to a developer (River Reach). The property, once home to the Parchment Paper site, is made up of several parcels of land and includes several dilapidated buildings that once housed paper-making operations. River Reach and the City of Parchment are negotiating the transfer of the property to the City. In order for the City to secure protection from cleanup liability, preparation of a Phase I Environmental Site Assessment, Baseline Environmental Assessment and Due Care Document is needed. Further, in reviewing the Brownfield Plan for this property, there is not an adequate graphic depiction or description of the property subject to the Brownfield Plan. As lot lines, streets, parcels, etc. are re-shaped, it is necessary to maintain the

underlying description of the property subject to the Brownfield Plan. Envirologic is working with a local surveyor to help secure an improved description and depiction of the property subject to the Brownfield Plan. This information should be forthcoming.

Envirologic has completed the Phase I ESA. Envirologic is organized a meeting with the City, EGLE and the KCBRA to evaluate options for moving forward regarding site conditions, potential funding, etc. This was essentially an educational meeting to bring all parties up to date on recent activities. The City is voting at their December 16<sup>th</sup> council meeting whether to acquire the site or not. Depending on the outcome of this meeting will determine if a BEA is prepared and the next steps for the property.

**5. Diamond Auto – 10028 Shaver Road, Portage, MI  
Project No: 190146 – W.O. 22**

**Update:**

Due to difficulties clearing the sewer drain system in order to inspect it, additional oversight was required by Envirologic. The KCBRA approved a \$1,000 amendment to Work Order 22 for consideration by the KCBRA. This project is complete.

**6. 643 N. Riverview, Parchment, MI  
Project No: 190188 – W.O. 24**

**Update:**

The Kalamazoo County Brownfield Redevelopment Authority wishes to assist Ms. Mayra Melchor who acquired the property at 634 N. Riverview in Parchment. The property is a former gasoline service station. It appears that an underground storage tank is present on the property in an area where the new owner wishes to construct a walk-in cooler for her new restaurant. The purpose of the work in this Work Order is to provide rapid environmental services to expedite removal of this tank, gather information about the property and support an EGLE grant application to address any additional environmental needs on the property. This project was approved at a Special Meeting of the KCBRA on September 17, 2019. Envirologic has received eligibility approval. A geophysical survey was conducted that confirmed an underground tank in the area that the owner wishes to build a walk-in cooler. No other tanks were identified from the survey. The tank was determined to be too close to the building, utilities and a retaining wall to be removed and was closed in-place. The tank was cleaned, samples obtained and filled with an inert flowable fill. Site assessment samples came back clean and did not require a confirmed release notification. Envirologic is waiting final documentation from LARA (Licensing and Regulatory Affairs) regarding the closure of the UST. The building owner should be able to proceed with building the walk-in cooler. Envirologic was not able to patch the area where the UST was exposed due to weather conditions and availability of asphalt. The developer has finally secured a contractor for the walk in cooler and also for replacing the pavement. Apparently, the pavement needed is now concrete and not asphalt which will be more expensive, i.e. \$1,800 versus \$900 which is over the budget allotted for this project.

**7. 10 and 2 Mills Street, Kalamazoo, MI  
Project No: 190212 – W.O. 27**

**Update:**

The Kalamazoo County Brownfield Redevelopment Authority wishes to assist Remi Harrington, Principal Developer of Ruach Industries, LLC, in the acquisition of a portion of the development area known as Merchant's Crossing. The KCBRA approved Work Order 27 in October to conduct a Phase I ESA. Eligibility has been received for the project and Envirologic has proceeded with the Phase I. Based on preliminary information, a Phase II ESA is necessary. Communications with the developer are occurring.

**8. 8509 Portage Road, Portage, MI – Former Speedway  
Project No: 190213 – W.O. 26**

**Update:**

The Kalamazoo County Brownfield Redevelopment Authority wishes to assist the City of Portage in the acquisition of a former Speedway gas station at the corner of Portage Road and Zylman. The proposed work is intended to assist the City in its environmental due diligence requirements and due care evaluations to help the City properly utilize and improve the site.

The KCBRA approved Work Order 26 in October to conduct a Phase I ESA, BEA and address Due Care. Envirologic has received eligibility approval from EGLE and is proceeding with the Phase I ESA.

**CONTRACT ADDENDUM NO. 6**  
**for**  
**Kalamazoo County Brownfield Redevelopment Authority**

This Addendum, made and entered into this the \_\_\_\_\_ of \_\_\_\_\_, 2019, by and between the Kalamazoo County Brownfield Redevelopment Authority, 201 West Kalamazoo Avenue, Room 207, Kalamazoo, Michigan 49007 (hereinafter as referred to as the "KCBRA"), and Envirologic Technologies, Inc., 2960 Interstate Parkway, Kalamazoo, Michigan 49048 (hereinafter as referred to as the "Environmental Consultant").

WITNESSETH

WHEREAS, the KCBRA has previously entered into a Contract with the Environmental Consultant, original contract dated December 20, 2012, and as amended December 30, 2013, December 18, 2014, July 23, 2015, and January 19, 2017, for environmental services related to Brownfield redevelopment work; and

WHEREAS, the KCBRA at their regular meeting on \_\_\_\_\_ voted to approve amending the said Contract to continue for an additional one year;

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

1. The Environmental Consultant will continue, as directed and approved by the KCBRA, to provide the environmental assessment, project management and other services with the confines of the KCBRA available funds on a project-by-project basis from January 1, 2020 through December 31, 2020.

Except as hereinabove specifically modified, the Contract and its provisions between the parties dated December 20, 2012, as amended, will remain in full force and effect.

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

SIGNATURE SECTION

For: ENVIROLOGIC TECHNOLOGIES, INC.

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

\*Jeffrey C. Hawkins

Its: President

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

For: KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

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

\*Kenneth Peregon

Its: Chairperson

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

## 2019 SERVICES RATE SCHEDULE

---

### Professional Service Rates

<b>Position</b>	<b>Charge Rate</b>
Principal	\$120.00-150.00/hour
Senior Project Manager	\$110.00-130.00/hour
Project Manager	\$105.00-120.00/hour
Project Scientist	\$65.00-95.00/hour
Drilling Manager	\$65.00-95.00/hour
Field Scientist/Geologist	\$65.00-90.00/hour
Field Technician	\$60.00-80.00/hour
CAD Designer	\$80.00-100.00/hour
Technical Editor	\$50.00/hour

***RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE***

## MISCELLANEOUS SERVICES AND EQUIPMENT

---

Service/Equipment	Rate
Photocopies	\$ 0.10/copy
Mileage	\$ 0.545/mile
Prints	At cost +15% per S.F.
CAD Equipment	\$ 35.00/hour
Subcontractor Expenses	cost +15%
Field Truck	\$ 75.00/day
Field Trailer	\$ 100.00/day
Geoprobe <sup>(TM)</sup> /Drilling	Quote
Organic Vapor Analyzer (HNU, OVA)	\$ 75.00/day
Decontamination Equipment	\$ 85.00/day
Bladder and Development Pump Well Sampling System	\$ 100.00/day
pH/Conductivity Meter	\$ 50.00/day
Survey Equipment	\$ 35.00/day
Soil Gas Sampling Equipment	Quote
Laboratory Analysis	cost +15%
Generator	\$ 50.00/day
Expedite Service Rate	1.5 times



CONTRACT FOR PROFESSIONAL SERVICES BETWEEN THE KALAMAZOO COUNTY  
BROWNFIELD REDEVELOPMENT AUTHORITY AND ENVIROLOGIC  
TECHNOLOGIES, INC.

THIS CONTRACT is made and entered into this 20<sup>th</sup> day of December, 2012, between the Kalamazoo County Brownfield Redevelopment Authority (KCBRA), Kalamazoo County Department of Planning and Community Development, 201 West Kalamazoo Avenue, Kalamazoo, Michigan 49007 (hereinafter referred to as the "KCBRA"), and Envirologic Technologies, Inc. (hereinafter referred to as the "Consultant"), 2960 Interstate Parkway, Kalamazoo MI 49048.

WHEREAS, the KCBRA receives funds collected from the tax increment financing (TIF) mechanism in the Kalamazoo County Brownfield Plan that are designated for use on eligible expenses to support Brownfield redevelopment in Kalamazoo County; and

WHEREAS, the KCBRA with the help of staff at the Department of Planning and Community Development conducted a competitive bid process from October through November of 2012 and received seven (7) proposals from firms that were qualified to provide the contracted environmental services related to Brownfield redevelopment work; and

WHEREAS, the KCBRA Executive Committee reviewed the proposals and selected Envirologic Technologies as the best qualified to meet the needs of the KCBRA, based on the Consultant's previous work with Brownfield Redevelopment initiatives, EPA Brownfield Assessment grants and the Consultant's thorough understanding of the KCBRA's functions from previous work with the KCBRA; and

WHEREAS, the KCBRA has adopted the recommendation by the Executive Committee of Envirologic Technologies as the best qualified because they possesses the experience, expertise and training to provide project management and environmental consulting services for the KCBRA on a project-by-project basis.

NOW, THEREFORE, in consideration of the covenants and promises contained in this Contract, the parties agree as follows:

SECTION I. THE CONSULTANT'S DUTIES

The Consultant agrees to perform the following duties:

1. As directed and approved by the KCBRA, provide the environmental assessment, project management and other services within the confines of the KCBRA's available funds on a project-by- project basis from January 1 through December 31, 2013.
2. Use the work order system established by the KCBRA to mutually approve and monitor the environmental assessment, project management and other services.

3. Actively participate in, and regularly attend the KCBRA meetings.
4. Maintain regular communications with the KCBRA.

## SECTION II: KCBRA'S DUTIES

KCBRA agrees to perform the following duties:

Staff at the Kalamazoo County Department of Planning and Community Development will act as the main liaison between KCBRA and the Consultant. Staff will process the Consultant's approved invoices as approved and directed by KCBRA.

## SECTION III: COMPENSATION

KCBRA shall compensate Consultant for its services under this Contract in the following manner:

The compensation will be according to the 2012 Services Rate schedule and estimated costs as outlined in the Consultant's response to the KCBRA Request for Proposals 2013 (attached as Exhibit A.)

As mentioned in the proposal, the Consultant will attend KCBRA meetings at no cost.

## SECTION IV: GENERAL TERMS AND CONDITIONS APPLICABLE TO BOTH PARTIES

The following duties and responsibilities apply equally to the Consultant and KCBRA unless the language of the provision clearly indicates that it applies only to the Consultant or KCBRA.

1. **INSURANCE.** The Consultant shall provide KCBRA with a certificate of insurance providing for a commercial liability insurance policy on an occurrence basis with policy limits of at least one million dollars (\$1,000,000) to include, but not be limited to, personal injury, bodily injury, property damage and contractual liability. The Consultant shall have KCBRA listed as an additional insured on the certificate of insurance (to the extent of the liability which the Consultant assumes under this contract). The insurance certificate shall state that the insurance policy cannot be amended or canceled unless KCBRA is given thirty (30) days written notice. The insurance company issuing the certificate shall strike from the certificate the usual words in the cancellation clause of the certificate which state "endeavor to" or "failure to mail such notice shall impose no obligation or liability of any kind upon the company". The Consultant shall also furnish to KCBRA a certificate of insurance covering the Consultant's Workers Compensation responsibilities for the Consultant's employees. Failure of the Consultant to provide the certificates of insurance or receipt by KCBRA of a Notice of Cancellation of the insurance policies by the Consultant's insurance company(s) shall constitute a material breach of this contract and KCBRA may then, at its sole option, terminate this Contract immediately.

2. INDEMNITY. The Consultant agrees to indemnify and hold harmless (to the extent of the liability which the Consultant assumes under Section IV, Paragraph 1 of this contract) KCBRA, its agents, employees, officers and representatives from all fines, costs, lawsuits, claims, demands and actions of any kind or nature, including reasonable attorney fees, which occur by reason of any wrongful act, negligence or wrongful omission on the part of the Consultant, its agents, employees, officers, or representatives, in performing this contract. KCBRA agrees to indemnify and hold harmless the Consultant, its agents, employees, officers and representatives from all fines, costs, lawsuits, claims, demands and actions of any kind or nature, including reasonable attorney fees, which occur by reason of any wrongful act, negligence or wrongful omission on the part of KCBRA, its agents, employees, officers, or representatives, in performing this contract; provided that nothing herein contained in this Contract constitutes, nor shall be construed, as a waiver of any governmental immunity that has been provided to KCBRA and its agents, employees, officers or representatives by common law, statute or court decision.

3. ASSURANCES AGAINST DISCRIMINATION. Consultant assures that it shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of race, creed, color, religion, national origin or ancestry, gender, age, marital status, height, weight or disability/handicap unrelated to the person's ability to perform the duties of a particular job or position. Breach of this provision shall constitute a material breach of this Contract and authorizes KCBRA to, in its sole discretion, immediately terminate this Contract.

4. DISPUTE RESOLUTION. In the event a dispute arises between KCBRA and the Consultant concerning the performance of this Contract, the parties agree to meet, and negotiate in good faith, in order to attempt to resolve the dispute. Said meeting shall take place within thirty (30) days after one party sends the other party written notice identifying the cause or reason for the dispute and requesting a meeting. KCBRA and the Consultant agree that neither party will file any lawsuit for the purpose of resolving a dispute, or exercise its right to terminate the Contract, until sixty (60) days after the date on which the parties held their final meeting to resolve the dispute. THIS PARAGRAPH DOES NOT APPLY TO DISPUTES INVOLVING ACTS, CONDUCT, ERRORS, NEGLIGENCE OR OMISSIONS BY THE COMPANY THAT ARE IDENTIFIED IN THIS CONTRACT AS CONSTITUTING A MATERIAL BREACH OF THIS CONTRACT.

5. ASSIGNMENT. This is a Contract for Professional Services and the Consultant may not assign its interest in this Contract without the express written consent of KCBRA.

6. RELATIONSHIP BETWEEN THE PARTIES. This Contract shall not be construed to establish any employer/employee, master/servant, or principal/agent, relationship between KCBRA and the Consultant.

7. AMENDMENTS. Changes to this Contract will only be valid if they are in writing and signed by the Consultant and KCBRA.

8. NOTICES. Any Notice/Communication required, or permitted, under this Contract from one party to another, including the Consultant's request for assistance from County personnel in carrying out Consultant's duties under this Contract, shall be deemed effective if the party sending the Notice/Communication hand delivers the Notice or communication to the other Party or if the Party sends the Notice/Communication through first class mail to the other Party. The Parties agree that Notices and Communications should be sent to the Parties at the following addresses:

CONSULTANT  
Jeffrey C. Hawkins, President  
Envirologic Technologies, Inc.  
2960 Interstate Parkway  
Kalamazoo MI 49048  
(269) 342-1100

KCBRA:  
Lotta Jarnefelt, Director  
Kalamazoo County, Dept of Planning & Comm.Dev  
201 W Kalamazoo Ave  
Kalamazoo MI 49007  
(269) 384-8115

9. SEVERABILITY. If a court of competent jurisdiction declares any part, portion or provision of this Contract invalid, unconstitutional or unenforceable, the remaining parts, portions and provisions of this Contract shall remain in full force and effect.

10. ENTIRE CONTRACT. This Contract constitutes the entire Agreement between the Parties with respect to the subject matter identified in the Contract, and no modification or revision to the Contract shall have any force and effect unless it complies with the provisions of Paragraph 7, SECTION IV of this CONTRACT. The failure of any Party to insist on the strict performance of any condition, promise, agreement, or undertaking set forth herein shall not be construed as a waiver or relinquishment of the right to insist upon strict performance of the same condition, promise, agreement or undertaking at a future time.

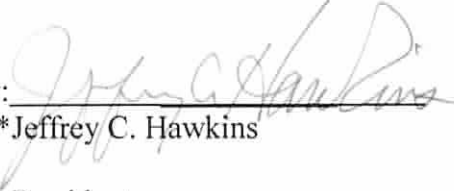
11. HEADINGS. The Titles of the Sections and Paragraphs of this Contract are provided for reference purposes only. If any discrepancy or disagreement exists between a Title and the text of the section or paragraph, the text shall control.

12. SIGNATURES. The individual or officer who signs this Contract certifies through his/her signature that he/she is authorized to sign this Contract on behalf of the entity that he/she represents.

13. GOVERNING LAW. This Contract shall be governed, and interpreted in accordance with, the laws of the State of Michigan. The parties agree that any action to enforce this Contract may be brought in any state or federal court that possesses subject matter jurisdiction and is located in, or whose district includes Kalamazoo County, Michigan.

SIGNATURE SECTION

For: ENVIROLOGIC TECHNOLOGIES, INC.

By:   
\*Jeffrey C. Hawkins

Date: 12/20/12

Its: President

For: KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

By:   
\*Joe Agostinelli

Date: 12/20/12

Its: Chairperson

Exhibit A

**2012 SERVICES RATE SCHEDULE**

---

**Professional Service Rates**

<b>Position</b>	<b>Charge Rate</b>
Principal	\$105.00-135.00/hour
Project Manager	\$75.00-105.00/hour
Associate Vice President/Sr. Environ. Scientist	\$80.00-120.00/hour
Project Scientist	\$55.00-85.00/hour
Drilling, Facilities Mgr./Remediation Support	\$55.00-85.00/hour
Project Geologist	\$55.00-85.00/hour
Field Geologist	\$50.00-75.00/hour
Field Scientist	\$45.00-75.00/hour
Field Technician	\$40.00-70.00/hour
Remediation Systems Analyst	\$45.00-75.00/hour
CAD Systems Manager	\$70.00-100.00/hour
Clerical	\$35.00-60.00/hour

***RATES ARE SUBJECT TO CHANGE WITHOUT NOTICE***

**CONTRACT ADDENDUM NO. 1**  
**for**  
**Kalamazoo County Brownfield Redevelopment Authority**

This Addendum, made and entered into this the \_\_\_\_ of \_\_\_\_\_, 2013, by and between the Kalamazoo County Brownfield Redevelopment Authority, 201 West Kalamazoo Avenue, Room 101, Kalamazoo, Michigan 49007 (hereinafter as referred to as the "KCBRA"), and Envirologic Technologies, Inc. (hereinafter as referred to as the "Environmental Consultant").

**WITNESSETH**

WHEREAS, the KCBRA has previously entered into a Contract with the Environmental Consultant, dated December 20, 2012, for environmental services related to Brownfield redevelopment work; and

WHEREAS, the KCBRA at their regular meeting on September 26, 2013 voted to approve amending the said Contract to continue for an additional year;

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

1. The Environmental Consultant will continue, as directed and approved by the KCBRA, to provide the environmental assessment, project management and other services with the confines of the KCBRA available funds on a project-by-project basis from January 1 through December 31, 2014.

Except as hereinabove specifically modified, the Contract and its provisions between the parties dated December 20, 2012 as amended, will remain in full force and effect.

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

**SIGNATURE SECTION**

For: ENVIROLOGIC TECHNOLOGIES, INC.

By:   
\*Jeffrey C. Hawkins  
Its: President

Date: 12-30-13

For: KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

By:   
\*Joe Agostinelli  
Its: Chairperson

Date: 12-30-13

**CONTRACT ADDENDUM NO. 2**  
**for**  
**Kalamazoo County Brownfield Redevelopment Authority**

This Addendum, made and entered into this the 18 of Dec, 2014, by and between the Kalamazoo County Brownfield Redevelopment Authority, 201 West Kalamazoo Avenue, Room 101, Kalamazoo, Michigan 49007 (hereinafter as referred to as the "KCBRA"), and Envirologic Technologies, Inc. (hereinafter as referred to as the "Environmental Consultant").

WITNESSETH

WHEREAS, the KCBRA has previously entered into a Contract with the Environmental Consultant, dated December 20, 2012, for environmental services related to Brownfield redevelopment work; and

WHEREAS, the KCBRA at their regular meeting on August 28, 2014 voted to approve amending the said Contract to continue for an additional year;

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


1. The Environmental Consultant will continue, as directed and approved by the KCBRA, to provide the environmental assessment, project management and other services with the confines of the KCBRA available funds on a project-by-project basis from January 1 through December 31, 2015.

Except as hereinabove specifically modified, the Contract and its provisions between the parties dated December 20, 2012 as amended, will remain in full force and effect.

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

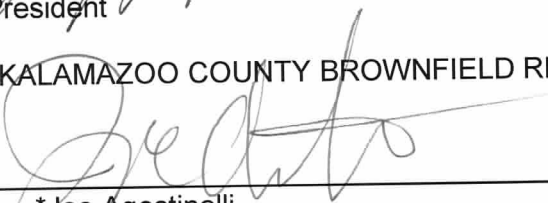
SIGNATURE SECTION

For: ENVIROLOGIC TECHNOLOGIES, INC.

By:   
\*Jeffrey C. Hawkins  
Its: President

Date: 12-18-14

For: KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

By:   
\*Joe Agostinelli  
Its: Chairperson

Date: 12-18-14



**CONTRACT ADDENDUM NO. 3**  
**for**  
**Kalamazoo County Brownfield Redevelopment Authority**

This Addendum, made and entered into this the 23 of July, 2015, by and between the Kalamazoo County Brownfield Redevelopment Authority, 201 West Kalamazoo Avenue, Room 101, Kalamazoo, Michigan 49007 (hereinafter as referred to as the "KCBRA"), and Envirologic Technologies, Inc. (hereinafter as referred to as the "Environmental Consultant").

WITNESSETH

WHEREAS, the KCBRA has previously entered into a Contract with the Environmental Consultant, dated December 20, 2012, for environmental services related to Brownfield redevelopment work; and

WHEREAS, the KCBRA at their regular meeting on July 23, 2015 voted to approve amending the said Contract to continue for an additional year;

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

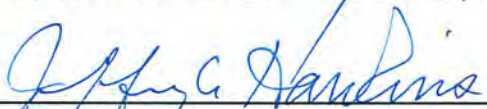
1. The Environmental Consultant will continue, as directed and approved by the KCBRA, to provide the environmental assessment, project management and other services with the confines of the KCBRA available funds on a project-by-project basis from January 1 through December 31, 2016.

Except as hereinabove specifically modified, the Contract and its provisions between the parties dated December 20, 2012 as amended, will remain in full force and effect.

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

SIGNATURE SECTION

For: ENVIROLOGIC TECHNOLOGIES, INC.

By:   
\*Jeffrey C. Hawkins  
Its: President

Date: 8-14-15

For: KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

By:   
\*Joe Agostinelli  
Its: Chairperson

Date: 8-14-15

**CONTRACT ADDENDUM NO. 4**  
**for**  
**Kalamazoo County Brownfield Redevelopment Authority**

This Addendum, made and entered into this the 19th of January, 2017, by and between the Kalamazoo County Brownfield Redevelopment Authority, 201 West Kalamazoo Avenue, Room 101, Kalamazoo, Michigan 49007 (hereinafter as referred to as the "KCBRA"), and Envirologic Technologies, Inc., 2960 Interstate Parkway, Kalamazoo, Michigan 49048 (hereinafter as referred to as the "Environmental Consultant").

WITNESSETH

WHEREAS, the KCBRA has previously entered into a Contract with the Environmental Consultant, dated December 20, 2012, for environmental services related to Brownfield redevelopment work; and

WHEREAS, the KCBRA at their regular meeting on January 19, 2017 voted to approve amending the said Contract to continue for an additional two years;

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

1. The Environmental Consultant will continue, as directed and approved by the KCBRA, to provide the environmental assessment, project management and other services with the confines of the KCBRA available funds on a project-by-project basis from January 1, 2017 through December 31, 2018.

Except as hereinabove specifically modified, the Contract and its provisions between the parties dated December 20, 2012 as amended, will remain in full force and effect.

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

SIGNATURE SECTION

For: ENVIROLOGIC TECHNOLOGIES, INC.

By:   
\*Jeffrey C. Hawkins  
Its: President

Date: 1-27-17

For: KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

By:   
\*Joe Agostinelli  
Its: Chairperson

Date: 1-27-17

**CONTRACT ADDENDUM NO. 5**  
for  
**Kalamazoo County Brownfield Redevelopment Authority**

This Addendum, made and entered into this the 27<sup>th</sup> of September, 2018, by and between the Kalamazoo County Brownfield Redevelopment Authority, 201 West Kalamazoo Avenue, Room 207, Kalamazoo, Michigan 49007 (hereinafter as referred to as the "KCBRA"), and Envirologic Technologies, Inc., 2960 Interstate Parkway, Kalamazoo, Michigan 49048 (hereinafter as referred to as the "Environmental Consultant").

WITNESSETH

WHEREAS, the KCBRA has previously entered into a Contract with the Environmental Consultant, original contract dated December 20, 2012, and as amended December 30, 2013, December 18, 2014, July 23, 2015, and January 19, 2017, for environmental services related to Brownfield redevelopment work; and

WHEREAS, the KCBRA at their regular meeting on September 27, 2018 voted to approve amending the said Contract to continue for an additional one year;

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

1. The Environmental Consultant will continue, as directed and approved by the KCBRA, to provide the environmental assessment, project management and other services with the confines of the KCBRA available funds on a project-by-project basis from January 1, 2019 through December 31, 2019.

Except as hereinabove specifically modified, the Contract and its provisions between the parties dated December 20, 2012, as amended, will remain in full force and effect.

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

SIGNATURE SECTION

For: ENVIROLOGIC TECHNOLOGIES, INC.

By: Jeffrey C. Hawkins  
\*Jeffrey C. Hawkins  
Its: President

Date: October 8, 2018

For: KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

By: Kenneth Peregon  
\*Kenneth Peregon  
Its: Chairperson

Date: 1 October 2018

	Revenues	Expenditures		REV-EXP	BAL-YR	BAL-CUMUL
<b>Brownfield Redevelopment Authority Fund 2010</b>						
BRA TOTAL 2010	129,618	3,876		125,742	125,742	
<b>Brownfield Redevelopment Authority Fund 2011</b>						
BRA TOTAL 2011	104,807	81,131		23,676	23,676	149,418
<b>Brownfield Redevelopment Authority Fund 2012</b>						
BRA TOTAL 2012	103,091	61,190		41,901	41,901	191,319
<b>Brownfield Redevelopment Authority Fund 2013</b>						
BRA TOTAL 2013	112,768	162,897		-50,129	-50,129	141,190
<b>Brownfield Redevelopment Authority Fund 247-2014</b>						
BRA ACTUAL TOTAL 2014 AS OF 01-02-2015	108,771	185,899	0	-77,128	-77,128	64,062
<b>BRA Fund 247 for 2015</b>						
BRA ACTUAL TOTAL 2015 AS OF 2-08-2016	334,894.93	328,312.12	0	6,583	6,582.81	70,645
<b>BRA Fund 247 for 2016</b>						
BRA ACTUAL TOTAL 2016 AS OF 3-14-2017	625,320.31	593,928.76		31,391.55	31,391.55	102,036.07
<b>BRA Fund 247 for 2017</b>						
County BRA (acct 247-000-)	9,900	77,584.31		-67,684		BRA Admin + costs
BRA ACTUAL TOTAL 2017 AS OF 3-15-18	795,385.99	786,724.83		8,661	8,661.16	110,697.23
<b>BRA Fund 247 for 2018</b>			<i>Estimated Pending reimb.</i>			
County BRA (acct 247-000-)	2,480	106,466.36		-103,986		BRA 2017 admin+eligible
Midlink local TIR tax (acct 247-001-420.00)(\$73764.54 W2017)	229,382.05	210,899.86		18,482		18,482.19
Midlink school TIR tax (acct 247-001-420.01)				0		
General Mills local TIR (acct 247-004-420.00)(\$34507.47 W2017)	67,543.74	45,624.87		21,918.87		21,918.87
General Mills school TIR (acct 247-004-420.01)	261,703.11	261,703.11		0		
Brown Family/Beckan Ind. (acct 247-002-420.00)*	15,645.47	15,085.77		559.70		847.02
9008 Portage Road local TIR (acct 247-003-420.00)	833.58			833.58		97.77
9008 Portage Road school TIR (acct 247-003-420.01)	687.54	81.00		606.54		
Corner @ Drake (247-005-420.00) (\$149314.15 W2017 TIF)	182,053.81	137,629.58		44,424.23		11,686.57
555 E. Eliza St. Local TIR (247-006-420.00)	356.50			357		40.61
555 E. Eliza St. School TIR (247-006-420.01)	263.32	32.50		231		
232 LLC (247-007-420.00) (\$1404.98 is W2017 TIF)	4,379.68			4,380		622.76
Blackbird Billiards local TIR (247-008-420.00)	389.51			390		48.28
Blackbird Billiards School TIR (247-008-420.01)	350.69	647.90		-297		
RAI AZO, LLC Local TIR (247-009-420.00) (\$719.40 W2017 TIF)	6,907.36	6,077.78		829.58		829.58
RAI AZO, LLC School TIR (247-009-420.01)	5,687.78	5,678.78		9.00		708.5 to State BF
Kalamazoo West Prof Ctr Local TIR (247-010) (\$4326.73 W2017)	5,472.61	1,255.68		4,216.93		3,071.04
Metal Mechanics Local TIR (247-011-420.00)(2275.90 W2017)	5,589.01			5,589		787.89
Metal Mechanics School TIR (247-011-420.01)(3536.27 W2017)	5,221.39	1,080.50		4,140.89		1080.5 to State BF
AJZ Sprinkle LLC Local TIR (247-012-420.00) (\$13222.92 W2017)	35,417.25	31,735.33		3,681.92		3,681.92
AJZ Sprinkle LLC School TIR (247-012-420.01)	49,694.40	49,694.40		0		
Stryker Local (247-013-420.00)	48,423.09			48,423		6565.96+10060.5 legal
Stryker School (247-013-420.01)	55,518.49			55,518		\$11,111 to State BF
Stadium Park Way Local	5,775.43			5,775		
Stadium Park Way School	12,144.04			12,144		
BRA ACTUAL TOTAL 2018 AS OF 3-21-19	1,001,919.85	873,693.42	0.00	128,226	128,226.43	238,923.66
<b>BRA Fund 247 for 2019</b>			<i>Estimated Pending reimb.</i>			
County BRA (acct 247-000-)	19,837	84,756.49		-64,920		BRA Admin + costs
Midlink local TIR tax (acct 247-001-420.00)	252,052.71	94,742.90		157,309.81		17537.74
Midlink school TIR tax (acct 247-001-420.01)				0		
General Mills local TIR (acct 247-004-420.00)	71,611.58			71,612		29,228.77
General Mills school TIR (acct 247-004-420.01)	284,678.28			284,678		
Brown Family/Beckan Ind. (acct 247-002-420.00)*	5,828.00	11,262.63		-5,435		756.39
9008 Portage Road local TIR (acct 247-003-420.00)	1,167.71			1,168		122.70
9008 Portage Road school TIR (acct 247-003-420.01)	985.24	86.50		899		
Corner @ Drake (247-005-420.00)	178,457.06	190,809.68		-12,353		17,676.85
555 E. Eliza St. Local TIR (247-006-420.00)	133.84			134		50.71
555 E. Eliza St. School TIR (247-006-420.01)	201.97	33.50		168		
232 LLC (247-007-420.00)	1,453.64	7,819.97		-6,366		353.08
Blackbird Billiards local TIR (247-008-420.00)	403.24			403		60.07
Blackbird Billiards School TIR (247-008-420.01)	356.40	44.00		312		
RAI AZO, LLC Local TIR (247-009-420.00)	7,069.92			7,070		1,014.83
RAI AZO, LLC School TIR (247-009-420.01)	5,764.25	716.50		5,048		
Kalamazoo West Prof Ctr Local TIR (247-010)	4,094.71	4,821.37		-726.66		419.23
Metal Mechanics Local TIR (247-011-420.00)	4,677.53	561.39		4,116		866.26
Metal Mechanics School TIR (247-011-420.01)	4,198.53	3,152.32		1,046		To LBRF+MEDC SET
AJZ Sprinkle LLC Local TIR (247-012-420.00)	49,139.95	16,599.13		32,541		7,693.53
AJZ Sprinkle LLC School TIR (247-012-420.01)	28,431.32			28,431		
Stryker Local (247-013-420.00)	640,133.53	38,144.43		601,989		8,822.35
Stryker School (247-013-420.01)	730,919.75	55,518.49		675,401		
Stadium Park Way Local	20,153.21			20,153		4,649.75
Stadium Park Way School	22,771.25	6,072.00		16,699		School to MEDC
BRA ACTUAL TOTAL 2018 AS OF 12-17-19	2,334,520.36	515,141.30	0.00	1,819,379	1,819,379	2,058,303

148

149	<b>2017 Pending remaining of approved Work Orders</b>			
150	WO#8 Portage (\$10,000+3500 appr 6-26 in WO#4 & 8)		25	
151	WO#17 - Gen Env. Consulting, Ammend. #1		85.00	
152	WO#2018-1 - General Env. Consulting		20.10	
153	WO#19 - Checker Motors MDEQ SSA grant application			\$1179 + \$58 application
154	WO#24 - Kalamazoo West Prof. BF Plan		730	
155	WO#25 - Metal Mechanics 400 S. 14th Street		3.8	Amend. #1 added \$1,000
156	WO# 2018-1 General Env. Consulting		135.10	
157	WO# 2018-2 ET Annual Report Assistance		25	
158	WO# 2018-3 Website Assistance -Envirologic		42.5	
159	Bluetree webdesign		60	
160	Web Hosting		0	
161	WO# 2019-1 General Environmental Consulting		2,758.75	
162				
163	<b>2018 Pending TIF Payments to Developers &amp; other expenses</b>			
164	Eliza St. 2015-2017 TIF Hold for MDEQ Loan		1,463.46	
165	State BF Fund for Portage Road (for 2018 to be paid in 2019)			paid 11/4/19
166	State BF fund Eliza Street (for 2018 to be paid in 2019)			paid 11/4/19
167	State BF fund RAI AZO (for 2018 to be paid in 2019)			paid 11/4/19
168	State BF fund Blackbird (for 2018 to be paid in 2019)			paid 11/4/19
169	State BF fund Metal Mech. (for 2018 to be paid in 2019)			paid 11/4/19
170	State BF fund Stryker (for 2018 to pay in 2019)			paid 11/4/19
171	State BF fund Stadium Park Way			paid 11/4/19
172	<b>TOTAL</b>		5,348.33	
				-5,348.33
				<b>2,052,954</b>

173

174

175	Local Brownfield Revolving Fund - Fund 643	Revenues	Expenditures	REV-EXP	
176	LBRF (acct 643-000-699.53) - From 2014	\$ 7,416.84		7,416.84	\$ 7,416.84
177	Transferred from Brown 7/6/2015	\$ 5,659.48		5,659.48	\$ 5,659.48
178	Transferred from Brown 12/31/2015	\$ 5,299.28		5,299.28	\$ 5,299.28
179	Transferred from Brown 8/2/2016	\$ 6,479.70		6,479.70	\$ 6,479.70
180	Transfer from Brown 12/15/16	\$ 6,314.00		6,314.00	\$ 6,314.00
181	Transfer from Brown 7/27/17	\$ 6,984.90		6,984.90	\$ 6,984.90
182	Transfer from Brown 1/18/18	\$ 6,478.34		6,478.34	\$ 6,478.34
183	Transfer from Brown approved 5/24/18 - (actual 8/16/18)	\$ 8,607.43		8,607.43	\$ 8,607.43
184	Transfer from Corner @ Drake Actual 8/16/18	\$ 29,537.26		29,537.26	\$ 29,537.26
185	Transfer Corner @ Drake remaining 2018 (8/2/19)	\$ 32,737.66		32,737.66	\$ 32,737.66
186	Transfer Corner @ Drake (- reimb MTT Costco) (8/2/19)	\$ 158,072.02		158,072.02	\$ 158,072.02
187	Transfer from Brown (8/2/19)	\$ 11,262.63		11,262.63	\$ 11,262.63
188	Transfer from Metal Mechanics (10/14/19)	\$ 2,309.82		2,309.82	\$ 2,309.82
189	<b>Fund 643 TOTAL</b>				<b>\$ 287,159.36</b>