

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY
PART II PROJECT APPLICATION

Kalamazoo County, through its Brownfield Redevelopment Authority (Authority), is able to potentially provide various types of financial support on redevelopment projects throughout Kalamazoo County. This Part II Application has been developed for interested parties requesting potential Brownfield funding on a redevelopment project within Kalamazoo County. Project funding will be considered by the Authority on a case-by-case basis considering the merits of the proposed project. Criteria for project consideration will include local unit of government support, evaluating potential for re-investment, job creation, availability and condition of infrastructure, environmental issues at the site and other benefits to the community. All Grant funded approved activities will be conducted by the County's authorized environmental consultant.

The Part II Application is submitted to the Authority upon invitation subject to an approved Part I Application. The Part II Application requires that an application fee be submitted with the completed Part II Application according to the following Fee Schedule:

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

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

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

Both the application (and the Conditional Reimbursement Agreement) can be found on the KCBRA website:

<http://www.kalcounty.com/directory/boards/brownfield.htm>

A complete Part II Application can be submitted with the application fee to the address and contact noted below.

Department of Planning & Community Development
201 West Kalamazoo Avenue
Kalamazoo, Michigan 49007-3777
Phone: 269-384-8112
Fax: 269-383-8920
Lotta Jarnefelt, Director

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY
PART II PROJECT APPLICATION

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

1 Date of Application:

Business Information

2 Name of Applicant:

3 Business Address:

4 Business Telephone Number:

5 Contact Person(s) & Title:

6 Contact Person(s) Telephone Number:

7 Contact Person(s) Fax Number:

8 Contact Person(s) Email Address:

Proposed Project Site Information

9 Address(es) (if known):

10 Tax IDs:

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

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

Business Plan	<input type="text" value="0"/>	Financial Commitments	<input type="text" value="0"/>
Market Analysis	<input type="text" value="0"/>	Environmental Information/Reports	<input type="text" value="0"/>
Architectural/Site Plans	<input type="text" value="0"/>		

Project Team

Bank/Financing:

Legal Counsel:

Environmental Consultant:

Architect:

Construction Management:

Other:

Proposed Brownfield Funding Requested

13 Total Investment Anticipated:	\$	-
Land:		
New Construction/Site Improvements:		
Eligible Brownfield Activities (Specify):		
Other (Specify below):		
<input type="text" value=""/>		
Total Capital Investment:	\$	-

Funding Sources Requested:

Kalamazoo County Brownfield Redevelopment Authority

Authority Grant/Loan Funding:

Brownfield Plan and Act 381 Work Plan(s):

Other Funding:

Michigan Department of Environmental Quality

Brownfield Redevelopment Grant:

Brownfield Redevelopment Loan:

Brownfield Assessment:

Michigan Economic Development Corporation

Community Revitalization Program Loan and/or Grant:

Business Development Program Loan and/or Grant:

Total Brownfield Funding Requested:

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

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

No	<input type="checkbox"/>
Yes	<input type="checkbox"/>

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	<input type="text"/>	Date	<input type="text"/>
Title	<input type="text"/>		
Direct office or cell number	<input type="text"/>		
Fax number	<input type="text"/>		
Email address	<input type="text"/>		

If you have questions regarding the application, please contact:

Kalamazoo County Government
Lotta Jarnefelt, Director
Department of Planning and Community Development
201 W. Kalamazoo Avenue, Room 101
Kalamazoo, MI 49007

Office Phone: 269-384-8112
Email: lmjarn@kalcounty.com
Office Fax: 269-383-8920

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement is made as of [redacted] by and between [redacted] ("Applicant") and The Kalamazoo County Brownfield Redevelopment Authority (the "Authority").

The Applicant has applied to the Authority for funding for Brownfield Assessment and Planning (the "Funds"). The Applicant desires to use the Funds to pay for the costs comprising *"list of proposed eligible activities i.e. Phase I and II environmental site assessment, baseline environmental assessment, due care plan, creation of a Brownfield plan and similar and related costs"* (the "Costs") to be incurred in connection with the Applicant's proposed acquisition and development of the property and facility at [redacted], Michigan, currently owned by [redacted] (the "Site"). If the Authority grants the application

of the Applicant for Funds, the Authority may incur Costs, or obligate itself to incur Costs, on behalf of the Applicant. To induce the Authority to act favorably on the Applicant's application and assure the Authority that the Applicant will reimburse the Authority for any Costs incurred by it if Applicant does not commence development of the Site for any reason within 12 months, the Applicant and Authority are hereby entering into this Reimbursement Agreement.

Accordingly, the Applicant and the Authority, in consideration of the foregoing premises and for other good and valuable consideration, hereby agree as follows, intending to be legally bound:

- 1 **Agreement to Reimburse Authority.** If the Authority i.) incurs Costs on behalf of the Applicant with respect to the Project, Site, or Application, and ii.) the Applicant fails to commence development of the site within 12 months for any reason or the Applicant initiates, participates in or supports any proceeding or process which results in a reduction of the Tax Increment Capture for the Project, the Applicant indemnifies and will fully reimburse the Authority for all such Costs, expenses or reduction in revenue from the capture.
- 2 **Reimbursement Procedure.** The Authority may request reimbursement of Costs at any time after the Authority determines in its reasonable judgment that it is entitled reimbursement pursuant to Section 1 above. Such request shall be in writing and shall be accompanied by receipts or other documentation reasonably sufficient to establish the veracity and amount of the Costs being requested for reimbursement. The Applicant shall reimburse the Authority within 30 days after receiving such a written request for reimbursement.
- 3 **Funding Guarantee.** The Authority does require posting of security to secure reimbursement to the Authority for Costs. The security could include, at a minimum, a personal guarantee of funds or property or assets as appropriate to assure the Authority that the Applicant will either follow through with the planned activity or reimburse the Authority its Costs.
- 4 **Effective Time; Termination.** This Agreement becomes operative and effective upon the date indicated above. If Applicant's application is not approved or the Authority does not incur any Costs with respect thereto, this Agreement shall be null, void and of no further effect.

5 **Miscellaneous.** This Agreement: shall be governed by the internal laws of the State of Michigan; may be signed in one or more counterparts, each of which shall be enforceable as an original; may only be amended by further written agreement of the Authority and the Applicant; is intended to be legally binding on the parties and their successors and assigns; and constitutes the entire understanding of the parties with respect to its subject matter.

In witness of their agreement to be legally bound by the terms of this Reimbursement Agreement, the Authority and the Applicant have set forth their signatures below by their duly authorized representatives.

Kalamazoo County Brownfield Redevelopment Authority

By:
Its pursuant to resolution of the Authority dated:

Developer:
By:
Authorized Agent

Address of Developer

Name	<input type="text"/>
Street/Number	<input type="text"/>
City, State, Zip	<input type="text"/>
Phone	<input type="text"/>
Fax	<input type="text"/>
Email	<input type="text"/>

