KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY <u>PART II PROJECT APPLICATION</u>

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

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 <u>PART II PROJECT APPLICATION</u>

Please provi	de information in the a	reas listed b	elow, if av	ailable. (Please attach additional pages	if needed)
1	Date of Application:	1/0/1900			
Business Inf	ormation				
2	Name of Applicant:	0			
3	Business Address:				
		0			
4 E	Business Telephone Nu	mber:	_		
5 (Contact Person(s) & Titl	e:	0		
6 (Contact Person(s) Telep	hone Numbe	er:	-	
7 (Contact Person(s) Fax N	lumber:		-	
8 (Contact Person(s) Email	Address:		0	
				-	
Proposed Pr	roject Site Information				
9 A	Address(es) (if known):	0			
10 1	ax IDs:	0			
11 F	Project timeline (propo	sed or actual):		
	Start date:	1/0/1900		Completion Date: 1/0/	1900
12 A	Additional Materials (Pl	ease put an X	K for those	items that are available and attach to	your application, if
p	oossible):				
	Bu	usiness Plan	0	Financial Commitments	0
	Mar	ket Analysis	0	Environmental Information/Re	eports 0
	A	Architectural,	/Site Plans	0	
Project Tea	m				
Bank/Financ	cing:				
Legal Couns	el:				
Environmen	tal Consultant:				
Architect:					
Construction	n Management:				
Other:					
-					
Proposed B	rownfield Funding Req	uested			
13 1	otal Investment Antici	pated:	\$		-
	Land:	-			
New Construction/Site Improvements:					
Eligible Brownfield Activities (Specify):					
Other (Specify below):					
	Total Capita	l Investment	:		\$-

Revised 5/28/2015

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:

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?

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

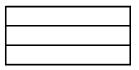
I certify that the foregoing is true and accurate to the best of my knowledge and that I am hereby authorized to submit this application on behalf of the proposed project and requesting party

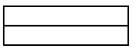
Signature		Dat	te
-	Title		
	Direct office or cell number		
	Fax number		
	Email address		

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: <u>Imjarn@kalcounty.com</u> Office Fax: 269-383-8920





-

\$

No	
Yes	

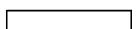


Exhibit A to Grant Application – Subject to Modification by Authority – 07-28-2016

REIMBURSEMENT AGREEMENT

This Reimbursement Agreement is made as of		by and between
	("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

, Michigan, currently owned by (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 <u>Agreement to Reimburse Authority</u>. 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 <u>Reimbursement Procedure.</u> 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 **<u>Funding Guarantee</u>**. 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 <u>Effective Time; Termination</u>. 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 Bro	wnfield Redevelopment Authority		
By:			
Its pursuant	t to resolution of the Authority dated:		
Developer:			
By:			
Authorized	Agent		
Address of Developer			
Name			
Street/Number			
City, State, Zip			
Phone			
Fax			
Email			

rev 07282016