Agenda
Brownfield Redevelopment Authority
Board of Directors

City of Kalamazoo

Thursday, July 20, 2023 7:45 AM

CPED Main Conference Room - 245 N. Rose Street, Suite 100

A. CALL TO ORDER/ROLL CALL

B. ADOPTION OF FORMAL AGENDA

C. APPROVAL OF MINUTES

1. Approval of the minutes from the meeting of June 15, 2023

D. PUBLIC COMMENTS

E. DIRECTORS' COMMENTS

F. NEW BUSINESS

1. Adoption of a Resolution Approving the Assignment and First Amendment to the Purchase and Sale Agreement for 501 N. Westnedge Avenue (**ACTION**: Motion to adopt a Resolution approving the Assignment and First Amendment to the Purchase and Sale Agreement for 501 N. Westnedge Avenue)

2. Approval of a Reimbursement Request from Kalamazoo County Brownfield Redevelopment Authority for Environmental Assessment Expenses at 615 W. Kalamazoo Avenue (**ACTION**: Motion to approve the reimbursement request from Kalamazoo County Brownfield Redevelopment Authority for environmental assessment expenses at 615 W. Kalamazoo Avenue).

3. Approval of a Reimbursement Request from Catalyst Development Co 12 for Eligible Activities Expenses at 180 E. Water Street (**ACTION**: Motion to approve the reimbursement request from Catalyst Development Co 12 for eligible activities expenses at 180 E. Water Street)

G. UNFINISHED BUSINESS

H. COMMUNICATIONS AND ANNOUNCEMENTS

I. STAFF REPORTS AND UPDATES

J. ADJOURNMENT

CITY OF KALAMAZOO
BROWNFIELD REDEVELOPMENT AUTHORITY BOARD MEETING
Thursday, June 15, 2023
Community Planning and Economic Development
245 N. Rose Street, Kalamazoo, MI 49007

MEMBERS PRESENT: Sharon Ferraro; Michael Gurnee; Jason Novotny; Lucas Middleton; Rachel Bair; Qianna Decker

MEMBERS ABSENT: Andrew Schipper; Nathan Bolton; Kevan Hess; Torean Greeley; Kyle Gulau

CITY COMMISSIONERS/CITY STAFF PRESENT: Jamie McCarthy (Sustainable Development Coordinator); PJ Thuringer (Economic Development Supervisor); Beth Cheeseman (Executive Administrative Assistant); Logan Mulholland (Fishbeck, Consultant); Antonio Mitchell (Director, Community Planning and Economic Development)

Meeting was called to order at 8:16 AM by Vice Chair Novotny.

MOTION TO EXCUSE ABSENT MEMBERS: Director Gurnee moved to excuse absent members; seconded by Director Middleton. Motion approved by voice vote unanimously.

APPROVAL OF AGENDA: Director Ferraro, moved the approval of the agenda as presented; seconded by Director Bair. Motion approved by voice vote unanimously.

APPROVAL OF MINUTES: Director Ferraro moved approval of minutes from the Special Meeting of May 4, 2023 and regular meeting minutes from May 18, 2023; seconded by Director Bair. Motion approved by voice vote unanimously.

PUBLIC COMMENTS

None.

DIRECTOR'S COMMENTS

None.

NEW BUSINESS

1. Public Hearing for an Act 381 Brownfield Plan for the redevelopment project at 215 E. Michigan Avenue (No Action).

Ms. McCarthy shared that the property at 215 E. Michigan had been unoccupied for over a decade. Treystar has purchased the building, and they plan to put a restaurant on the first floor. They have been seeking financial support from multiple entities. She said that implementing a Brownfield Plan would cover half of their gap and then the

EDC could extend a loan to them for the other half. Ms. McCarthy said that eligible activities are detailed in the plan including site assessment, MSF eligible demolition abatement, infrastructure improvements, site preparation, and interest. She said that the capture period appears a bit extended because the City Commission approved an OPRA tax abatement for the property. The first 11 years has very little tax capture available. Ms. McCarthy said it was really the six years of capture after that which would reimburse the developer for $263,923. The project does get five years of capture to LBRF. She stated that the BRA would receive their Admin fee throughout the entire capture period. Ms. McCarthy mentioned that the developer went to DEGA, and they approved stepping aside to allow the BRA to capture.

Mr. Fritz Brown, Treystar, thanked the Board for their consideration of the project. As a developer, the property was available on their block, and they felt they had to obtain it. He informed the Board Directors that the project didn't make financial sense. Mr. Brown thanked them for the OPRA and for considering this loan. He said that every bit is helpful.

Mr. Joe Agostinelli, Michigan Growth Advisors, spoke about the complexity of layering in the tax abatement. He said it was important to note that the State ends up supporting a lot of this deal because the OPRA tax abatement doesn't apply to school millages.

Vice Chair Novotny asked for any public comment. There were no public comments.

Commissioner Decker asked about their proposed length of construction for the project. Mr. Brown said they've been under construction the last few months. The project was supposed to be done in May - he estimated a completion date in September. Commissioner Decker asked if they anticipated an increase in costs for construction materials and how they would cover a shortfall. Mr. Brown said they anticipated increased costs. He thought the only thing they could do to make the project breakeven was to include a couple apartments or an office upstairs. Mr. Agostinelli clarified that Treystar would pay cash for any overruns. Commissioner Decker said she would encourage the apartments. Mr. Brown thought that might work best. The only other thing they could do without an elevator would be a small office without a lot of people.

Director Ferraro asked if he had run the project past the Historic Preservation Commission. Mr. Brown said they looked at the back of the building when they were considering the elevator. They took the elevator out of the project, so it's really just the front façade.

Mr. Brown passed around some conceptual drawings of the project.

Director Middleton asked Mr. Brown to elaborate on the second floor and a possible timeline for finishing out the space. Mr. Brown said they are working on some ideas. He went on to explain their plans to put in the Haymarket event center (wedding venue) and how they may further activate that space.

Vice Chair Novotny closed the public hearing.

2. Adoption of a Resolution approving the implementation of the Act 381 Brownfield Plan for 215 E. Michigan Avenue and recommend approval by City Commission.

Ms. McCarthy explained that with this resolution, the BRA were committing to implement the plan. She thought this would go before the City Commission to formally adopt the plan at one of their July meetings.

Director Ferraro moved the adoption of a Resolution approving the implementation of the Act 381 Brownfield Plan for 215 E. Michigan Avenue and recommend approval by City Commission; seconded by Director Bair.

A roll call vote was taken, and the motion passed unanimously.

3. Adoption of a Resolution approving a Development and Reimbursement Agreement between BRA and 215 EM Partners and authorize the Chair to sign.

Ms. McCarthy said the last piece of implementing a Brownfield Plan was the terms and conditions of how the BRA would reimburse the developer. She went through some of the things this agreement would include such as number of years for reimbursement, cap to receive, total amount to the developer, how developers will document and request reimbursement, performance requirements, and also some timelines.

Commissioner Decker expressed her appreciation of the developer working to have active spaces downtown. She felt these kinds of activities would keep the downtown thriving and growing.

Attorney Weiss asked that the words, *contingent upon City Commission's approval of the Brownfield Plan*, be added to the motion.

Director Gurnee moved adoption of a Resolution approving a Development and Reimbursement Agreement between BRA and 215 EM Partners and authorize the Chair to sign, contingent upon the City Commission's approval of the Brownfield Plan; seconded by Director Bair.

A roll call vote was taken, and the motion passed unanimously.

4. Adoption of a Resolution approving a Grant Agreement between BRA and 530 S Rose LDHA LP for an EGLE Brownfield Redevelopment Grant and authorizing the Chair to sign.

Ms. McCarthy reviewed the Board's approval of staff and the chair signing off on an application to EGLE for this redevelopment grant. Immediately following the last Brownfield meeting, they got word from EGLE inviting them to submit a full grant application. Ms. McCarthy said they've been working with the developer on putting together the final application. She said the last piece is laying out the terms of how the BRA would receive those dollars from the State and reimburse the developer after expenses were incurred. Ms. McCarthy reminded Directors about the change in scope for the project. She said they didn't get any feedback indicating they needed any additional changes, so they were planning to keep the proposal the same. Ms. McCarthy said the costs would be up to $338,540. Mr. Douglas Koop, EGLE, said there was an amendment, and they can increase amount to $350,000.

Ms. McCarthy stated that there was one line item in the grant for administrative costs ($8,340). The remainder of the grant would be available for the developer and their consultant to spend down over the course of the project. She said they anticipate that this would be a two year grant. Because this project was able to eliminate the vapor intrusion mitigation system, they will probably tack on that extra year of post installation monitoring. Ms. McCarthy shared that this agreement is contingent upon the award of the final grant from the State. The State will then have a contractual agreement signed between the BRA and the State. That agreement will go to the City Commission.

Director Bair asked how likely they were to receive the grant. Ms. McCarthy and Mr. Koop agreed that it was very likely.

Director Gurnee said that if the grant amount goes up to $350, then he recommended increasing Admin costs. Ms. McCarthy shared that the developer had been pretty conservative and didn't have any reason to increase above $338,000. Ms. McCarthy said their policy for Admin Fees has been to ask for 3% and adjust if needed.

Commissioner Decker said she would definitely be in support because she was excited about more senior housing for the aging population. When the elderly move into senior housing, it opens up homes.

Director Gurnee moved adoption of a Resolution approving a Grant Agreement between BRA and 530 S Rose LDHA LP for an EGLE Brownfield Redevelopment Grant and authorizing the Chair to sign; seconded by Director Middleton.

A roll call vote was taken, and the motion passed unanimously.

UNFINISHED BUSINESS

None.

COMMUNICATIONS AND ANNOUNCEMENTS

None.

STAFF REPORTS AND UPDATES

Ms. McCarthy introduced Ms. Heidi Gartley, part-time Brownfield Projects Assistant. She explained that Ms. Gartley would help with the Board, relationships with developers, file management, and TIF payments. Ms. Gartley has a background in Assessing which works well with TIF.

Ms. McCarthy announced that the agenda was out for the 2023 National Brownfields Conference. She asked them to spend some time reviewing the agenda and determine what days they would be interested in attending. Ms. McCarthy said that she and Ms. Gartley would talk about how to organize the trip and Ms. Gartley would contact them about registration.

ADJOURNMENT: 8:49 a.m.

____

Beth Cheeseman
Recording Clerk

____

Chair Signature

____

Printed Name/Title

BRA Board of Directors
Staff Report

City of Kalamazoo

TO: Brownfield Redevelopment Authority Board of Directors

FROM: Antonio Mitchell, Director of Community Planning and Economic Development
Prepared by: Jamie McCarthy, BRA Staff Liaison

DATE: July 20, 2023

SUBJECT: Adoption of a Resolution Approving the Assignment and First Amendment to the Purchase and Sale Agreement for 501 N. Westnedge Avenue

SUMMARY:

The Assignment and First Amendment to the Purchase and Sales Agreement ("Agreement") provides for the following revisions to the original Agreement:

1. Assigns the Agreement to Executive Protection Group, LLC, a new legal entity comprised of some former owners of WLP Security, LLC

2. Allows either party to extend the Closing Date by 180 days (February 18, 2024)

BACKGROUND:

The BRA and WLP Security, LLC previously entered into a Purchase and Sale Agreement for 501 N. Westnedge Avenue dated August 18, 2022. WLP Security, LLC entered into the Agreement after a community-based RFP process where they proposed rehabilitating the building for their offices. The project will involve relocating a business into the City of Kalamazoo and offering employment opportunities in the neighborhood. The project has been working with City staff, EGLE, and Fishbeck to characterize soil and groundwater, and evaluate the need for vapor intrusion (VI) mitigation. Sampling has confirmed the existing building will not require VI mitigation, however, future expansion of the building may trigger the need for VI mitigation.

The project has applied to the City for pre-application site plan review and is in the process of revising site drawings to submit a full application for final approval. The project has yet to be evaluated for brownfield incentives. Staff and developer will work with Fishbeck to determine if incentives are needed.

FISCAL IMPACT:

No fiscal impact is anticipated from the assignment and first amendment.

RECOMMENDATION:

It is recommended the BRA Board adopt a Resolution approving the Assignment and First Amendment to the Purchase and Sale Agreement for 501 N. Westnedge Avenue

CITY OF KALAMAZOO

BROWNFIELD REDEVELOPMENT AUTHORITY

A RESOLUTION APPROVING AN ASSIGNMENT AND FIRST AMENDMENT TO THE PURCHASE AND SALE AGREEMENT FOR 501 N. WESTNEDGE AVENUE, KALAMAZOO MICHIGAN

Minutes of a regular meeting of the City of Kalamazoo Brownfield Redevelopment Authority ("BRA") held on Thursday, July 20, 2023 at 7:45 a.m., local time, at the Community Planning and Economic Development Offices, 245 N. Rose Street, Ste. 100, Kalamazoo.

PRESENT, Members:

ABSENT, Members:

Recitals:

A. The BRA and WLP Security previously entered into a Purchase and Sale Agreement for 501 N. Westnedge Ave. dated August 18, 2022 (the "Agreement"), related to the purchase by WLP Security and the sale by the BRA of BRA-owned property located at 501 N. Westnedge Ave. in the City of Kalamazoo.

B. WLP Security has agreed to assign its rights and obligations under the Agreement to Assignee and Assignee has agreed to accept such assignment in accordance with the terms and conditions of this First Amendment.

C. Pursuant to Section 16 of the Agreement, the BRA is required to consent in writing to such assignment and the BRA is willing to do so subject to the terms and conditions of this First Amendment.

D. The Parties have also agreed to amend the Agreement in order to provide either party the right to extend the closing date for up to 180 days to complete unexpected matters discovered during the investigation period or to satisfy any contingency for closing.

THEREFORE, IT IS RESOLVED as follows:

1. The BRA Board of Directors approves the Assignment and First Amendment to the Purchase and Sale Agreement (“Amended Agreement”) with Executive Protection Group, LLC for property located at 501 N. Westnedge Avenue, Kalamazoo, Michigan.

2. The BRA Board of Directors authorizes the board chair to execute the Amended Agreement on behalf of the BRA.

The above resolution was offered by Director _________________ and supported by Director _________________.

AYES, Members:

NAYS, Members:

ABSTAIN, Members:

RESOLUTION DECLARED ADOPTED.

CERTIFICATE

The foregoing is a true and complete copy of a resolution adopted by the City of Kalamazoo Brownfield Redevelopment Authority at a regular meeting held on July 20, 2023. Public notice was given and the meeting was conducted in full compliance with the Michigan Open Meetings Act (PA 267, 1976). Minutes of the meeting will be available as required by the Act.

____

Recording Secretary

ASSIGNMENT AND FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT FOR 501 N. WESTNEDGE AVE.

THIS ASSIGNMENT AND FIRST AMENDMENT TO PURCHASE AND SALE AGREEMENT FOR 501 N. WESTNEDGE AVE. (the "First Amendment") is made and entered into July 20, 2023 by and between **WLP SECURITY, LLC**, a Michigan domestic limited liability company having an address at 4225 West Main Street, Suite B, Kalamazoo, Michigan 49006 ("WLP Security"), **CITY OF KALAMAZOO BROWNFIELD REDEVELOPMENT AUTHORITY**, a public body corporate having an address of 245 N. Rose Street, Kalamazoo, Michigan 49007 (the "BRA"), and **EXECUTIVE PROTECTION GROUP LLC**, a Michigan domestic limited liability company having an address of 4225 W. Main Street, Suite B, Kalamazoo, MI 49006 ("Assignee") (collectively, the "Parties").

RECITALS

A. The BRA and WLP Security previously entered into a Purchase and Sale Agreement for 501 N. Westnedge Ave. dated August 18, 2022 (the "Agreement"), related to the purchase by WLP Security and the sale by the BRA of BRA-owned property located at 501 N. Westnedge Ave. in the City of Kalamazoo.

B. WLP Security has agreed to assign its rights and obligations under the Agreement to Assignee and Assignee has agreed to accept such assignment in accordance with the terms and conditions of this First Amendment.

C. Pursuant to Section 16 of the Agreement, the BRA is required to consent in writing to such assignment and the BRA is willing to do so subject to the terms and conditions of this First Amendment.

D. The Parties have also agreed to amend the Agreement in order to provide either party the right to extend the closing date for up to 180 days to complete unexpected matters discovered during the investigation period or to satisfy any contingency for closing.

NOW, THEREFORE, in consideration of the payments made in accordance with the Agreement and this First Amendment and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, and the undertakings and agreements set forth in the Agreement and this First Amendment, the Parties hereby covenant and agree as follows:

ASSIGNMENT AND AMENDMENT

Section 1. Assignment of Agreement. Pursuant to the provisions of Section 16 of the Agreement and the terms and conditions of this First Amendment, WLP Security assigns the Agreement, as amended, to Assignee, and the BRA consents to such assignment. Assignee shall have all rights and obligations of WLP Security under the Agreement, as amended. Any notice, demand, request, or other instrument required or permitted to be given under the Agreement pursuant to Section 19(e) shall be given to Assignee at 4225 W. Main Street, Suite B, Kalamazoo, MI 49006.

Section 2. Amendment to Section 6 of Agreement. Section 6, "Closing," of the Agreement is amended in its entirety to read as follows:

> **Section 6. Closing.** The purchase and sale of the Property as contemplated by this Agreement shall be consummated (the **"Closing")** at the offices of the Title Company, upon the date within ninety (90) days following the expiration of the Investigation Period (the **"Closing Date"**). However, either party will have the right to extend the closing date for an additional 180 days to complete unexpected matters discovered during the Investigation Period, or to satisfy any contingency for Closing. At Closing, Seller shall make the Seller Deliveries described in Section 7 and Purchaser shall make the Purchaser Deliveries described in Section 8.

Section 3. Ratification. The Agreement is in all other respects hereby ratified and confirmed.

IN WITNESS WHEREOF, WLP Security, Assignee, and the BRA have caused these presents to be signed by their respective duly authorized officers as of the day and year first written above.

WLP SECURITY, LLC

By: ___________________________________
_______________, Authorized Signer

CITY OF KALAMAZOO BROWNFIELD REDEVELOPMENT AUTHORITY

By: ___________________________________
_______________, Chairperson

EXECUTIVE PROTECTION GROUP LLC

By: ___________________________________
_______________, Authorized Signer

BRA Board of Directors Staff Report

City of Kalamazoo

TO: Brownfield Redevelopment Authority Board of Directors

FROM: Antonio Mitchell, Director of Community Planning and Economic Development
Prepared by: Jamie McCarthy, BRA Staff Liaison

DATE: July 20, 2023

SUBJECT: Approval of a Reimbursement Request from Kalamazoo County Brownfield Redevelopment Authority for Environmental Assessment Expenses at 615 W. Kalamazoo Avenue

SUMMARY:

See attached memorandum from Fishbeck.

BACKGROUND:

See attached memorandum from Fishbeck.

FISCAL IMPACT:

The eligible activities, totaling $22,630.17, will be reimbursed to the County over two years from Tax Incremement Revenues captured by the BRA from ad valorem taxes generated by the new development at 615 W. Kalamazoo Avenue.

RECOMMENDATION:

It is recommended the BRA Board approve the reimbursement request from Kalamazoo County Brownfield Redevelopment Authority for eligible activities at 615 W. Kalamazoo Avenue.

2960 Interstate Parkway
Kalamazoo, Michigan 49048

269.342.1100 | fishbeck.com

Memo

TO: Jamie McCarthy – City of Kalamazoo

FROM: Logan Mulholland

DATE: June 13, 2023 **PROJECT NO.:** E220108

RE: Reimbursement Request Implementation, Westgate Apartments, 615 W Kalamazoo Avenue

Fishbeck was requested to assist with the reimbursement request reviews and implementation pertaining to the 615 W Kalamazoo (Westgate Apartments) development included in the City's Brownfield Plan, adopted on October 1, 2018.

The developer experienced various unanticipated cost increases throughout the development due to the COVID-19 pandemic including but not limited to rising interest rates, material costs, and supply chain delays. The Developer has leased out all the residential units and is working on securing tenants to lease out the remaining commercial spaces. The City of Kalamazoo Brownfield Redevelopment Authority has made efforts to assist the Developer with outstanding invoices and ongoing expenses by issuing a $150,000 upfront reimbursement for their approved eligible activities which will act as a loan, repaid to the City through yearly tax increment reimbursements.

The Kalamazoo County Brownfield Redevelopment Authority (County BRA) and the City of Kalamazoo Brownfield Redevelopment Authority (City BRA) entered into an agreement, signed on December 21, 2017 which states that the County BRA shall "be first in line with respect to the tax increment reimbursement for this project". The City BRA and the County BRA have engaged in revising this agreement to have the County BRA reimbursed with School-Only Tax Increments, allowing the Developer to receive the total Local-Only Tax Increments, to support their ongoing operational costs. This will alter the County's anticipated reimbursement from 1 year to approximately 2 years. The original agreement has been attached, along with a revised anticipated reimbursement schedule. Fishbeck recommends that the City BRA and the County BRA shall execute a revised agreement prior to the disbursement of tax increments.

If you have any questions or require additional information, please contact me at 269.544.6966 or lmulholland@fishbeck.com.

By email

ATTACHMENT A

ORIGINAL AGREEMENT

KALAMAZOO COUNTY GOVERNMENT

In the Pursuit of Extraordinary Governance...

December 19, 2017

Jerome Kisscorni, Assistant City Manager
Economic Development Director
City of Kalamazoo
241 West South Street
Kalamazoo, Michigan 48007

Douglas Phillips, Chair
City of Kalamazoo Brownfield Redevelopment Authority
c/o Economic Development Office
City of Kalamazoo
241 West South Street
Kalamazoo, Michigan 49007

Dear Mr. Kisscorni and Mr. Phillips,

As discussed at our meeting on November 15, 2017, and as referred by the City of Kalamazoo Brownfield Redevelopment Authority (City BRA), the developer for the project located at 615 W. Kalamazoo Avenue has submitted an application to the Kalamazoo County Brownfield Redevelopment Authority (County BRA) requesting utilization of our 2016 EPA Assessment Grant funds to assist with due diligence activities associated with the project in the City of Kalamazoo. This project is anticipated to involve investment on the property that will result in an improved taxable value that will allow the City of Kalamazoo BRA to include the site in the City Brownfield Plan. This will generate tax increment revenues that will be utilized to reimburse eligible parties including the County BRA, the Developer, and the City. As discussed, the City's policy is to reimburse the Developer first in concert with allowable BRA administration costs. However, the County BRA's policy is for the County BRA to be reimbursed first in order to leverage our EPA Brownfield Assessment Grant funds to assist with other projects in Kalamazoo County.

As a result of our discussions and recent meeting, the City BRA expressed a willingness to allow the County BRA to be first in line with respect to the tax increment reimbursement for this project. Additionally, after discussions with County BRA staff, the developer of the project, 615 Holdings, LLC, has expressed their support to reimburse the County BRA first as well. This understanding would be subject to the City's Brownfield Plan Development Agreement which addresses other obligations of the Developer including default, etc. Therefore, in the interest of cooperation between the County BRA and the City of Kalamazoo BRA on this project, the County BRA requests that the City of

Kalamazoo BRA commit, through its signature below, to reimbursing the County BRA for its financial contributions to the project first and fully with tax increment generated from the 615 W. Kalamazoo Ave. property through the City of Kalamazoo's Amended Brownfield Plan assuming this property is ultimately approved and included in the City's Brownfield Plan. This signed agreement would be subject to and included by reference in the final Brownfield Plan Development Agreement (Development Agreement) between the City of Kalamazoo BRA and the Developer, assuming a Development Agreement is completed and executed.

The County BRA looks forward to the successful completion of this project and the benefits it will bring to our community. We also look forward to furthering our cooperation and relationship with the City of Kalamazoo BRA finding opportunities to team when appropriate on brownfield sites throughout the City of Kalamazoo.

Respectfully submitted,

Kenneth W. Peregon

Kenneth W. Peregon, Chair
Kalamazoo County Brownfield Redevelopment Authority

cc: Jim Ritsema, City Manager, City of Kalamazoo
Tracie Moored, County Administrator, Kalamazoo County
William K. Murphy, 615 Holdings, LLC
Phillip J. Reed, 615 Holdings, LLC

Please indicate agreement with the terms indicated in this letter by signing and dating below:

By: ______________________________ Date: 12/21/2017
Jerome Kisscorni, Assistant City Manager
City of Kalamazoo Economic Development Director

______________________________ Date: 12.21.17
Douglas Phillips, Chair
City of Kalamazoo Brownfield Redevelopment Authority

ATTACHMENT B
ANTICIPATED REIMBURSEMENT SCHEDULE

Tax Increment Revenue Reimbursement Allocation
Model 2

615 W Kalamazoo
Kalamazoo, Michigan

Developer Maximum Reimbursement	Proportionality	School Taxes	Local-Only Taxes	Total
State	**39.4%**	**$ 22,630**	**$ -**	$ 22,630
Local	**60.6%**	**$ -**	**$ 281,722**	$ 281,722
TOTAL				
EGLE	7.4%	$ 22,630	$ 63,972	$ 86,602
MSF	0.0%	$ -	$ 217,751	$ 217,751

Estimated Total Years of Plan:	19

Estimated Capture	
Administrative Fees	$ 46,865
State Brownfield Redevelopment Fund	$ 7,449
Local Brownfield Revolving Fund	$ 162,316

YEARS		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	
		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	TOTAL
Total State Incremental Revenue		$ 14,451	$ 14,614	$ 14,779	$ 14,946	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 58,789
State Brownfield Redevelopment Fund (50% of SET)		$ 1,831	$ 1,852	$ 1,873	$ 1,894	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 7,449
State TIR Available for Reimbursement		**$ 12,620**	**$ 12,762**	**$ 12,906**	**$ 13,052**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 51,340**
Total Local Incremental Revenue		$ 22,267	$ 22,519	$ 22,773	$ 23,029	$ 23,289	$ 23,551	$ 23,815	$ 24,082	$ 24,352	$ 24,625	$ 24,900	$ 25,178	$ 25,459	$ 25,742	$ 26,029	$ 26,318	$ 26,610	$ 26,905	$ 27,204	$ 468,647
BRA Administrative Fee (10%)		$ 2,227	$ 2,252	$ 2,277	$ 2,303	$ 2,329	$ 2,355	$ 2,382	$ 2,408	$ 2,435	$ 2,462	$ 2,490	$ 2,518	$ 2,546	$ 2,574	$ 2,603	$ 2,632	$ 2,661	$ 2,691	$ 2,720	$ 46,865
Local TIR Available for Reimbursement		**$ 20,040**	**$ 20,267**	**$ 20,495**	**$ 20,727**	**$ 20,960**	**$ 21,196**	**$ 21,434**	**$ 21,674**	**$ 21,917**	**$ 22,162**	**$ 22,410**	**$ 22,660**	**$ 22,913**	**$ 23,168**	**$ 23,426**	**$ 23,686**	**$ 23,949**	**$ 24,215**	**$ 24,483**	**$ 421,782**
Total State & Local TIR Available		**$ 32,660**	**$ 33,029**	**$ 33,402**	**$ 33,778**	**$ 20,960**	**$ 21,196**	**$ 21,434**	**$ 21,674**	**$ 21,917**	**$ 22,162**	**$ 22,410**	**$ 22,660**	**$ 22,913**	**$ 23,168**	**$ 23,426**	**$ 23,686**	**$ 23,949**	**$ 24,215**	**$ 24,483**	**$ 473,123**
	Beginning Balance																				
Reimbursement Balance	***$ 304,352***	***$ 304,352***	***$ 271,692***	***$ 241,415***	***$ 220,920***	***$ 200,194***	***$ 179,234***	***$ 158,038***	***$ 136,604***	***$ 114,930***	***$ 93,387***	***$ 71,225***	***$ 48,815***	***$ 26,155***	***$ 3,242***	***$ -***	***$ -***	***$ -***	***$ -***	***$ -***	
EGLE Environmental Costs (**County**)	*$ 22,630*	*$ 22,630*	*$ 10,010*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	
State Tax Reimbursement	$ 22,630	$ 12,620	$ 10,010	$ -		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 22,630
Local Tax Reimbursement		$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total EGLE Reimbursement Balance		*$ 10,010*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 22,630*
Local Only Costs	*$ 281,722*	*$ 281,722*	*$ 261,682*	*$ 241,415*	*$ 220,920*	*$ 200,194*	*$ 179,234*	*$ 158,038*	*$ 136,604*	*$ 114,930*	*$ 93,387*	*$ 71,225*	*$ 48,815*	*$ 26,155*	*$ 3,242*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*
Local Tax Reimbursement (**Developer**)	$ 131,722	$ 14,028	$ 14,187	$ 14,347	$ 14,509	$ 14,672	$ 14,837	$ 15,004	$ 15,172	$ 14,968	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 131,722
Local Tax Reimbursement (**Developer Loan/Cit**	$ 150,000	$ 6,012	$ 6,080	$ 6,149	$ 6,218	$ 6,288	$ 6,359	$ 6,430	$ 6,502	$ 6,575	$ 22,162	$ 22,410	$ 22,660	$ 22,913	$ 3,242	$ -	$ -	$ -	$ -	$ -	$ 150,000
Total Local Reimbursement Balance		*$ 261,682*	*$ 241,415*	*$ 220,920*	*$ 200,194*	*$ 179,234*	*$ 158,038*	*$ 136,604*	*$ 114,930*	*$ 93,387*	*$ 71,225*	*$ 48,815*	*$ 26,155*	*$ 3,242*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 281,722*
Total Annual Developer Reimbursement		*$ 32,660*	*$ 30,277*	*$ 20,495*	*$ 20,727*	*$ 20,960*	*$ 21,196*	*$ 21,434*	*$ 21,674*	*$ 21,543*	*$ 22,162*	*$ 22,410*	*$ 22,660*	*$ 22,913*	*$ 3,242*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 304,352*

LOCAL BROWNFIELD REVOLVING FUND

		2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	TOTAL
LBRF Deposits		**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
State Tax Capture	*$ 22,630*	*$ -*	*$ 2,752*	*$ 12,906*	*$ 6,972*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 22,630*
Local Tax Capture	*$ 281,722*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ -*	*$ 19,926*	*$ 23,426*	*$ 23,686*	*$ 23,949*	*$ 24,215*	*$ 24,483*	*$ 139,686*
Total LBRF Capture																					*$ 162,316*

Footnotes:
Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

2960 Interstate Parkway
Kalamazoo, Michigan 49048

269.342.1100 | fishbeck.com

Memo

TO: Jamie McCarthy – City of Kalamazoo

FROM: Logan Mulholland

DATE: June 13, 2023 **PROJECT NO.:** E220108

RE: Review of Reimbursement Request, Westgate Apartments, 615 W Kalamazoo Avenue

Fishbeck was requested to review the reimbursement request documentation pertaining to the 615 W Kalamazoo (Westgate Apartments) development included in the City's Brownfield Plan, adopted on October 1, 2018.

The 615 W Kalamazoo Brownfield Plan anticipated available tax increment revenues as early as the 2020 taxes but no later than October 1, 2023. The Plan allows for the capture of up to $600,000. The project was also awarded a $400,000 Department of Environment, Great Lakes, and Energy (EGLE) Brownfield Redevelopment Grant. The Grant costs are not eligible for reimbursement and are not included in the reimbursement request.

A reimbursement request for 615 Holdings, LLC (the "developer") for a total of $281,722.25 was previously approved. In February–March 2018, the Kalamazoo County Brownfield Redevelopment Authority funded the completion of Phase I and II Environmental Site Assessments and a Hazardous Building Materials Inspection. The total amount being requested is $22,630.17. This amount is within the limits of the Brownfield Plan.

Fishbeck finds that all the requested reimbursements are for eligible costs included in the Brownfield Plan. Further, the costs incurred and sought for reimbursement are within estimates of eligible costs identified in the Plan. Fishbeck finds that documentation of the reimbursement request included invoices with dates and descriptions of the eligible activity and proof of payment including a client receipt register.

The reimbursement request summary table is attached. Based on our review, Fishbeck finds a total of $22,630.17 to be eligible for reimbursement. We recommend that BRA Staff advise the BRA Board that the reimbursement request is approvable.

If you have any questions or require additional information, please contact me at 269.544.6966 or lmulholland@fishbeck.com.

By email

ATTACHMENT A
REIMBURSEMENT REQUEST

PROJECT TITLE:	615 W Kalamazoo Development (Westgate Apartments)
PROJECT ADDRESS:	615 W. Kalamazoo, Kalamazoo, MI
DATE OF BROWNFIELD PLAN:	10/1/2018
PREPARED BY:	City of Kalamazoo
DATE PREPARED:	10/1/2018 (6th Amendment)
CONTINGENCY: 15 %	*(not to exceed 15%)*

Brownfield Plan Approved Estimated Costs | **Actual Costs Incurred**

		Category Total	Total	Comments	Sum of breakdown	Invoiced Amt	Invoice #	Contractor	Remaining After EGLE Grant	Local Only	Local and School	Proof of Payment
1.00	**Baseline Environmental Assessment (BEA) - Statutorily Approved**											
1.01	Phase I and II Environmental Site Assessments	$19,305.00	**$19,305.00**	$19,305 from Kalamazoo County BRA		$9,647.26	4370	Envirologic	KCBRA		X	Client Receipt Register
1.02	Baseline Environmental Assessment	$0.00	**$0.00**			$902.26	4432	Envirologic	KCBRA		X	Client Receipt Register
1.03	Asbestos, Lead and Mold Surveys	$0.00	**$0.00**			$12,080.65	4283	Envirologic	KCBRA		X	Client Receipt Register
1.04	Pre-Demolition Survey	$3,325.00	**$3,325.00**	$3,325 from Kalamazoo County BRA								
	Sub-Total	$22,630.00	**$22,630.00**									
		$22,630.00	**$22,630.00**			$22,630.17						
Total Potential Brownfield Plan Eligible Costs			**$417,035.00**		**Total Approved:**	**$22,630.17**			$0.00			

BRA Board of Directors
Staff Report

City of Kalamazoo

TO: Brownfield Redevelopment Authority Board of Directors

FROM: Antonio Mitchell, Director of Community Planning and Economic Development
Prepared by: Jamie McCarthy, BRA Staff Liaison

DATE: July 20, 2023

SUBJECT: Approval of a Reimbursement Request from Catalyst Development Co 12 for Eligible Activities Expenses at 180 E. Water Street

SUMMARY:

See attached memorandum from Fishbeck.

BACKGROUND:

See attached memorandum from Fishbeck.

FISCAL IMPACT:

Eligible activity expenses will be reimbursed by the BRA, for a period not-to-exceed 25 years, from Tax Increment Revenues captured by BRA from ad valorem taxes generated by new development at 180 E. Water Street.

RECOMMENDATION:

It is recommended the BRA Board approve the remaining reimbursement request from Catalyst Development Co 12 for eligible activities expenses at 180 E. Water Street.

Community Planning and Economic Development Department | 245 N. Rose Street, Ste 100, Kalamazoo, MI 49007
Voice: (269) 337-8744 | Fax: (269) 337-8513 | www.kalamazoocity.org

2960 Interstate Parkway
Kalamazoo, Michigan 49048

269.342.1100 | fishbeck.com

Memo

TO: Jamie McCarthy, City of Kalamazoo

FROM: Logan Mulholland

DATE: June 21, 2023 **PROJECT NO.:** E220108

RE: Review of Reimbursement Request #2, Catalyst Development Co. 12, LLC

Fishbeck was requested to review a Reimbursement Request pertaining to The Catalyst Development Co 12 development at 180 E Water Street, included in the City Brownfield Plan.

This Chapter of the Brownfield Plan anticipated available tax increment revenues as early as the 2021 taxes and requires initiation of tax increment revenue capture no later than July 2, 2023. The Brownfield Plan allows for the capture of up to $14,500,000. The most recent Development Agreement dated July 18, 2018, and amended on August 16, 2018, allows for the capture of up to $14,500,000 or 25 years of tax increment. The Development Agreement was amended to include an EGLE grant in relation to environmental response activities, up to $182,000.

The developer requested reimbursement of $14,012,399.61 in eligible costs. This amount is within the limits of the Brownfield Plan and Development Agreement. All costs were incurred after the adoption of the Brownfield Plan (2018).

Fishbeck finds that all the requested reimbursements are eligible costs included in the Brownfield Plan and Work Plan. On January 19, 2023, a few discrepancies were discovered in the eligible property description that affected the eligibility of activities requested for reimbursement, and only $10,916,313.53 was approved for reimbursement. This secondary request includes the remaining $3,110,738.08 of requested costs that are now eligible for reimbursement following the Brownfield Plan amendment on June 5th, 2023 which updated the property description to include the public right-of-way and the city-owned parcels adjacent to the development.

The costs incurred and sought for reimbursement are within the estimates of eligible costs identified in the Plan, with the following exception:

- **Activity 5.16, Sanitary Work**: The total eligible costs recommended for reimbursement is $63,895 instead of the $75,900 originally requested. The Act 381 guidance states Sanitary Sewer Mains as an eligible activity, while the service lines to the property are not an eligible activity. After discussion with the contractor, it has been determined that $12,005 is not eligible for reimbursement, which includes 77 feet of pipe from the manholes to the building at a unit price of $65/foot ($5,005) and the road patchwork directly related to the service lines ($7,000). The remaining $63,895 has been determined to be eligible for reimbursement which includes temporary road closure, partial road removal, excavation, installation of doghouse manholes, backfill, and road patching.

Fishbeck finds that documentation of the reimbursement request included invoices with dates and descriptions of the eligible activity and lien waivers or other forms of proof of payment. While lien waivers are favored, the other form of demonstrating payments included copies of checks and a CSM Group confirmation letter.

Based on our review, Fishbeck finds a total of $3,110,738.08 to be eligible for reimbursement. A spreadsheet detailing the revised reimbursement request #2 is attached, along with the original submittal.

If you have any questions or require additional information, please contact me at 269.544.6966 or lmulholland@fishbeck.com.

By email

ATTACHMENT 1

REVISED REIMBURSEMENT REQUEST #2

PROJECT TITLE: Catalyst Development Co 12
PROJECT ADDRESS: 180 E Water St. Kalamazoo MI 49007
PREPARED BY: Veronica VanAntwerp, CPA
DATE PREPARED: 8/19/2022
CONTINGENCY: 8 % (not to exceed 15%)

Brownfield Plan/Act 381 Work Plan Approved Estimated Costs | Actual Costs Incurred

		Category Total	Total	Category Total	Invoiced Amt	Invoice #	Contractor	Sub-Contractor	Reference	Note:	Local Only	Local and School	Proof of Payment	Request #
1.00	**Baseline Environmental Assessment (BEA) - Statutorily Approved**													
1.01	Phase I and II Environmental Site Assessments		$0		$0.00									
1.02	Baseline Environmental Assessment	$50,000	$50,000									X		
1.03	Asbestos, Lead and Mold Surveys	$0	$0											
1.04	Pre-Demolition Survey	$0	$0											
	Sub-Total	$50,000	$50,000											
	Contingency (0)%	$0	$0											
		$50,000	$50,000		$0.00									

		Total	Category Total	Category Total	Invoiced Amt	Invoice #	Contractor	Sub-Contractor	Reference	Note:	Local Only	Local and School	Proof of Payment	Request #
5.00	**Public Infrastructure Improvements**													
5.02	Sidewalks		$1,010,402	$1,029,004.97								X		
	Paving	$40,012			$33,826.41	Project 16-077 App#15	A.W. Colem	Van Laan	Q	See Note #6			Lien	2
	Colored Concrete	$70,470			$59,575.81	Project 16-077 App#15	Lakeshore H	Van Laan	Q	See Note #6			Lien	2
	Snowmelt System	$764,550			$893,652.00	Project 16-077 App #35	Reliable Disp	RW LaPine	S	Snowmelt system: labor and material			Lien	2
	Benches, Tables & Trash Receptables	$53,960			$24,490.00	Project 16-077 App #7	CSM Group	Twin Lakes	D	Includes 2 external bike racks; See Note #4			Partial Lien	2
	Bike Racks	$5,250			$6,460.75	Project 16-077 App#31	CSM Group	Hall Builders	N	See Note #7			Lien	2
	Fencing	$51,160								Final project did not use fencing				
	Gates	$25,000			$11,000.00	Project 1607701-019 App #28	CSM Group	OIK	O	Dumpster Gates, Owned by the City and on the City owned lots			Lien	2
5.06	Signage		$49,675	$80,084.70								X		
	Signage, including Parking Structure & Monument	$49,675			$80,084.70	77515	CSM Group	Valley City	I	See Note #5			Partial Lien	2
5.09	Curb and gutter		$76,523	$84,062.41								X		
	Curb & Gutter, Integral Curb	$27,290			$30,462.41	Project 16-077 App#15	CSM Group	Van Laan	Q				Lien	2
	Flexible Pavings & Paving Specialties	$49,233			$53,600.00	CD12 App #2	CSM Group	J. Allen	H				Lien	2
5.11	Landscaping		$100,927	$102,190.00								X		
	Sod	$4,765			$4,335.00	Project 16-077 App #8	CSM Group	Twin Lakes	D	See Note #4			Partial Lien	2
	Trees, Shrubs, Perennials, Plant Mix & Decorative Stone	$76,162			$82,055.00	Project 16-077 App #8	CSM Group	Twin Lakes	D	See Note #4			Partial Lien	2
	Irrigation	$20,000			$15,800.00	Project 16-077 App #8	CSM Group	Twin Lakes	D	See Note #4			Partial Lien	2
5.16	Vertical, Underground or Integrated Parking Structure		$11,689,064	$10,916,313.53								X		
	Structural Concrete	$5,947,223			$4,826,559.00	9073	CSM Group	Grand River Construction	W	See Note #1 for 45% allocation			Lien	1
	Structural Concrete				$1,060,860.00	Project 160701-009 App #18	CSM Group	Grand River Construction	V	Second contract for structural concrete; See Note #1 and Note #2			Lien	1
	Concrete Staining	$390,726			$330,322.37	Project 16-077 App#15	CSM Group	Van Laan	Q	See Note #6			Lien	1
	Joint Sealants & Filler, Sealants, Covers	$24,643			$24,850.00	Project 207253 App#26	CSM Group	RAM	J	See Note #2 for 70% allocation of 2nd - 4th floor			Lien	1
	Expansion Joint	$199,500			$127,000.00	Project 207253 App#26	CSM Group	RAM	J	Expansion joints were specifically for the parking garage			Lien	1
	Traffic Coating	$252,040			$123,690.00	Project 207253 App#26	CSM Group	RAM	J	See Note #2 for 70% allocation of 2nd - 4th floor			Lien	1
	Water Repellant	$46,763			$53,900.00	Project 207253 App#26	CSM Group	RAM	J	Sealer/water repellant was specifically for the parking garage			Lien	1
	Brick	$564,060			$528,080.00	Project 16-077 App#20	CSM Group	Bracy Jahr	C	See Note #10			Lien	1
	Intermediate Bollards	$40,000			$55,000.00	Project 1607701-019 App #28	CSM Group	OIK	O	Bollards			Lien	1
	Handrails - Floor and Wall Mounted	$250,750			$290,000.00	Project 1607701-019 App #28	CSM Group	OIK	O	Stair 1 & 3 used for parking garage			Lien	1
	Terracotta Panels, including exterior walls	$326,289			$758,858.95	Project #18126 App#32	CSM Group	Architectural Glass & Metals	T	See Note #8			Partial Lien	1
	Powder Coated Steel Screens, Louvers, Rockwool Insulation	$1,204,104			$1,304,986.91	Project #18126 App#32	CSM Group	Architectural Glass & Metals	T	See Note #8			Partial Lien	1
	EIFS	$248,000			$244,900.00	120130-1R	CSM Group	Bouma Corporation	U	See Note #9; Exterior insulation finishing system			Partial Lien	1
	Parking Entry Gate System	$250,000			$248,123.00	CD12KZOO App#6	CSM Group	Traffic and Safety	F				Lien	1
	Elevator	$540,000			$194,931.00	CVK657486027	CSM Group	Otis Elevator	E	Elevator Car #3 is for public use (50%), Elevator 1 & 2 during business hours (25%). Calculation is based on the parking garage on floors 2-4 out of 6.			Lien	1
	Lighting, Electrical	$378,632			$417,999.60	Project 1607701-025 App #38	CSM Group	Moore Electrical Service	R	See Note #1 for 45% allocation			Lien	1
	Fire Alarm & Fire Protection	$492,022			$83,252.70	Project 1607701-025 App #38	CSM Group	Moore Electrical Service	R	See Note #1 for 45% allocation			Lien	1
	Fire Alarm & Fire Protection				$243,000.00	9669314	CSM Group	Total Fire Protection	G				Lien	1
	Waterproofing	$178,750		$397,995.00										
	Excavation	$50,000			$106,500.00	CD12 Exterior Sitework App # 10	CSM Group	Lounsbury	L	Snowmelt			Lien	2
	Sanitary/Storm Plumbing, Plumbing insulation	$305,562			$49,000.00	CD12 Exterior Sitework App # 10	CSM Group	Lounsbury	L	Storm Work			Lien	2
					$63,895.00	CD12 UG Billing App#12	CSM Group	Lounsbury	K	Sanitary Work - Does not include the service lines. The remaining value of the sanitary is for the all the work necessary to close the road, remove the existing road way, dig down (these were deep mains), set the trench boxes, dig down further, install the doghouses, back fill, remove trench boxes, backfill, gravel, concrete base under asphalt, and placement of new asphalt.			Lien	2
					$178,600.00	CD12 UG Billing App#12	CSM Group	Lounsbury	K	Storm Sewer Work			Lien	2
5.21	Soft Costs (Engineering, Design, Survey, Legal, other Professional)		$7,500	$7,138.00								X		
	Materials Testing (Parking Ramp)	$7,500			$7,138.00	89852	CSM Group	SME	P	See CSM confirmation - Note #3			Confirmation from CSM Group	2
	Less: DDA Reimbursed Costs	($1,000,000)	($1,000,000)							No DDA reimbursements				
	Sub-Total	$11,934,091	$11,934,091											
	Contingency (8)%	$941,011	$941,011											
		$12,875,102	$12,875,102		$12,616,788.61									

		Category Total	Total	Category Total	Invoiced Amt	Invoice #	Contractor	Sub-Contractor	Reference	Note:	Local Only	Local and School	Proof of Payment	Request #
8.00	**Site Demolition**													
8.03	Parking lots		$120,548	$116,000.00								X		
	Removal of existing parking lot paving, curbs, gutters, utilities, lighting, etc.	$120,548			$35,000.00	CD12 Exterior Sitework App # 10	CSM Group	Lounsbury	L	Alley Demo & Hauling			Lien	2
	Removal of existing parking lot paving, curbs, gutters, utilities, lighting, etc.				$52,000.00	CD12 Exterior Sitework App # 10	CSM Group	Lounsbury	L	Parking Lot Demo			Lien	2
	Removal of existing parking lot paving, curbs, gutters, utilities, lighting, etc.				$12,000.00	Project 16-077 App #7	CSM Group	Lounsbury	M	Site Demo			Lien	2
	Removal of existing parking lot paving, curbs, gutters, utilities, lighting, etc.				$4,000.00	Project 16-077 App #7	CSM Group	Lounsbury	M	Dust Control			Lien	2
	Removal of existing parking lot paving, curbs, gutters, utilities, lighting, etc.				$10,000.00	Project 16-077 App #7	CSM Group	Lounsbury	M	Asphalt Removal			Lien	2
	Removal of existing parking lot paving, curbs, gutters, utilities, lighting, etc.				$3,000.00	Project 16-077 App #7	CSM Group	Lounsbury	M	Concrete Removal			Lien	2
8.09	Disposal, Recycling		$350											
	Dumpster	$350			$0.00									
	Sub-Total	$120,898	$120,898											
	Contingency (8)%	$9,533	$9,533		$0.00									
		$130,431	$130,431		$116,000.00									

		Category Total	Total	Category Total	Invoiced Amt	Invoice #	Contractor	Sub-Contractor	Reference	Note:	Local Only	Local and School	Proof of Payment	Request #
9.00	**Site Preparation**													
9.10	Grading		$293,173	$314,301.00								X		
	Mass grading and land balancing	$293,173			$239,801.00	Project 16-077 App #7	CSM Group	Lounsbury	M	$1,666 Grading, Remaining was Auger Cast Spoils and Pile Caps Exc			Lien	2
	Mass grading and land balancing				$74,500.00	CD12 Exterior Sitework App # 10	CSM Group	Lounsbury	L	21AA and Topsoil			Lien	2
9.15	Staking	$12,000	$12,000	$0.00			CSM Group	Driesenga		No support available, included in CSM confirmation but did not include for reimbursement				
9.16	Temporary Construction Access and/or Roads		$67,500	$91,548.00								X		
	Temporary Parking Lot	$10,000			$27,000.00	Project 16-077 App #7	CSM Group	Lounsbury	M	Temp Drives			Lien	2
	Relocate Parking Booth	$50,000			$64,548.00	Project 16-077 App #7	CSM Group	Lounsbury	M	Parking Lot Removal			Lien	2
	Relocate Emergency Siren	$7,500			$0.00		CSM Group	West Shore Services		Paid by CSM, did not include for reimbursement				
9.22	Specific and Unique Activities		$888,414	$888,414.00								X		
	Special Foundation: Mobilization	$43,000			$43,000.00	Project 1703 App #2	CSM Group	Hardman	B				Lien	2
	Special Foundation: Test Pile - Compression	$24,600			$20,000.00	Project 1703 App #2	CSM Group	Hardman	B				Lien	2
	Special Foundation: Test Pile - Tension	$2,367			$0.00									
	Special Foundation: Auger Cast Piles (18")	$797,597			$804,829.00	Project 1607701-008 App #7	CSM Group	Hardman	A				Lien	2
	Special Foundation: Layout and As-builts	$15,850			$15,585.00	Project 1607701-008 App #7	CSM Group	Hardman	A				Lien	2
	SESC	$5,000			$5,000.00	Project 16-077 App #7	CSM Group	Lounsbury	M	Soil Erosion and Sedimentation Control			Lien	2
9.23	Soft Costs (Engineering, Design, Survey, Legal, other Professional)		$50,000									X		
	Geotechnical Engineering	$50,000					SME			No support for 2018 payments available, did not include for reimbursement				
	Sub-Total	$1,311,087	$1,311,087											
	Contingency (8)%	$103,380	$103,380		$0.00									
		$1,414,467	$1,414,467		$1,294,263.00									

		Category Total	Total	Category Total	Invoiced Amt	Invoice #	Contractor	Sub-Contractor	Reference	Note:	Local Only	Local and School	Proof of Payment	Request #
10.00	**Development of Work Plan**													
10.01	Development of Brownfield Plan		$30,000		$0.00							X		
10.02	Development of Act 381 Work Plan		$0											
10.03	Work Plan and/or Brownfield Plan Implementation		$0											
	Sub-Total	$0	$30,000											
		$0	$30,000		$0.00									

Total Potential Brownfield Plan Eligible Costs	$14,500,000	$14,027,051.61	$14,027,051.61
		$3,110,738.08	Current Request (#2)

Development Agreement allows for capture up to $ 14,500,000
MEDC approved work plan for school capture up to $ 1,398,177

ATTACHMENT B

ORIGINAL REIMBURSEMENT REQUEST #2

Original Reimbursement Request
CD-12 Development
11/2/2022

PROJECT TITLE: Catalyst Development Co 12
PROJECT ADDRESS: 180 E Water St, Kalamazoo MI 49007
PREPARED BY: Veronica VanAntwerp, CPA
DATE PREPARED: 8/19/2022
CONTINGENCY: 8 % *(not to exceed 15%)*

envirologic
environmental consulting + services

Brownfield Plan/Act 381 Work Plan Approved Estimated Costs | **Actual Costs Incurred**

	Total	Category Total	Category Total	Invoiced Amt	Invoice #	Contractor	Sub-Contractor	Reference	Note:
5.00 Public Infrastructure Improvements									
5.02 Sidewalks		$1,010,402	$1,029,004.97						
Paving	$40,012			$33,826.41	Project 16-077 App#15	CSM Group	Van Laan	Q	See Note #6
Colored Concrete	$70,470			$59,575.81	Project 16-077 App#15	CSM Group	Van Laan	Q	See Note #6
Snowmelt System	$764,550			$893,652.00	Project 16-077 App #35	CSM Group	RW LaPine	S	
Benches, Tables & Trash Receptables	$53,960			$24,490.00	Project 16-077 App #7	CSM Group	Twin Lakes	D	Includes 2 external bike racks; See Note #4
Bike Racks	$5,250			$6,460.75	Project 16-077 App#31	CSM Group	Hall Builders	N	See Note #7
Fencing	$51,160								Final project did not use fencing
Gates	$25,000			$11,000.00	Project 1607701-019 App #28	CSM Group	OIK	O	
5.06 Signage		$49,675	$80,084.70						
Signage, including Parking Structure & Monument	$49,675			$80,084.70	77515	CSM Group	Valley City	I	See Note #5
5.09 Curb and gutter		$76,523	$84,062.41						
Curb & Gutter, Integral Curb	$27,290			$30,462.41	Project 16-077 App#15	CSM Group	Van Laan	Q	
Flexible Pavings & Paving Specialties	$49,233			$53,600.00	CD12 App #2	CSM Group	J. Allen	H	
5.11 Landscaping		$100,927	$102,190.00						
Sod	$4,765			$4,335.00	Project 16-077 App #8	CSM Group	Twin Lakes	D	See Note #4
Trees, Shrubs, Perennials, Plant Mix & Decorative Stone	$76,162			$82,055.00	Project 16-077 App #8	CSM Group	Twin Lakes	D	See Note #4
Irrigation	$20,000			$15,800.00	Project 16-077 App #8	CSM Group	Twin Lakes	D	See Note #4
5.16 Vertical, Underground or Integrated Parking Structure		$11,689,064	$11,299,656.53						
Structural Concrete	$5,947,223			$4,826,559.00	9073	CSM Group	Grand River Construction	W	See Note #1 for 45% allocation
Structural Concrete				$1,060,860.00	Project 160701-009 App #18	CSM Group	Grand River Construction	V	Second contract for structural concrete; See Note #1 and Note #2
Concrete Staining	$390,726			$330,322.37	Project 16-077 App#15	CSM Group	Van Laan	Q	See Note #6
Joint Sealants & Filler, Sealants, Covers	$24,643			$24,850.00	Project 207253 App#26	CSM Group	RAM	J	See Note #2 for 70% allocation of 2nd - 4th floor
Expansion Joint	$199,500			$127,000.00	Project 207253 App#26	CSM Group	RAM	J	Expansion joints were specifically for the parking garage
Traffic Coating	$252,040			$123,690.00	Project 207253 App#26	CSM Group	RAM	J	See Note #2 for 70% allocation of 2nd - 4th floor
Water Repellant	$46,763			$53,900.00	Project 207253 App#26	CSM Group	RAM	J	Sealer/water repellant was specifically for the parking garage
Brick	$564,060			$528,080.00	Project 16-077 App#20	CSM Group	Bracy Jahr	C	See Note #10
Intermediate Bollards	$40,000			$55,000.00	Project 1607701-019 App #28	CSM Group	OIK	O	
Handrails - Floor and Wall Mounted	$250,750			$290,000.00	Project 1607701-019 App #28	CSM Group	OIK	O	Stair 1 & 3 used for parking garage
Terracotta Panels, including exterior walls	$326,289			$758,858.95	Project #18126 App#32	CSM Group	Architectural Glass & Metals	T	See Note #8
Powder Coated Steel Screens, Louvers, Rockwool Insulation	$1,204,104			$1,304,986.91	Project #18126 App#32	CSM Group	Architectural Glass & Metals	T	See Note #8
EIFS	$248,000			$244,900.00	120130-1R	CSM Group	Bouma Corporation	U	See Note #9
Parking Entry Gate System	$250,000			$248,123.00	CD12KZOO App#6	CSM Group	Traffic and Safety	F	
Elevator	$540,000			$168,274.00	CVK657486027	CSM Group	Otis Elevator	E	Elevator Car #3 is for public use
Lighting, Electrical	$378,632			$417,999.60	Project 1607701-025 App #38	CSM Group	Moore Electrical Service	R	See Note #1 for 45% allocation
Fire Alarm & Fire Protection	$492,022			$83,252.70	Project 1607701-025 App #38	CSM Group	Moore Electrical Service	R	See Note #1 for 45% allocation
Fire Alarm & Fire Protection				$243,000.00	9669314	CSM Group	Total Fire Protection	G	
Waterproofing	$178,750								
Excavation	$50,000			$106,500.00	CD12 Exterior Sitework App # 10	CSM Group	Lounsbury	L	
Sanitary/Storm Plumbing, Plumbing insulation	$305,562			$49,000.00	CD12 Exterior Sitework App # 10	CSM Group	Lounsbury	L	Storm Work
				$75,900.00	CD12 UG Billing App#12	CSM Group	Lounsbury	K	Sanitary Work
				$178,600.00	CD12 UG Billing App#12	CSM Group	Lounsbury	K	Storm Sewer Work
5.21 Soft Costs (Engineering, Design, Survey, Legal, other Professional)		$7,500	$7,138.00						
Materials Testing (Parking Ramp)	$7,500			$7,138.00	89852	CSM Group	SME	P	See CSM confirmation - Note #3
Less: DDA Reimbursed Costs	($1,000,000)	($1,000,000)							No DDA reimbursements
Sub-Total	$11,934,091	$11,934,091							
Contingency (X)%	$941,011	$941,011							
	$12,875,102	$12,875,102		$12,602,136.61					
	Category Total	Total		Invoiced Amt	Invoice #	Contractor	Sub-Contractor	Reference	Note:
8.00 Site Demolition									
8.03 Parking lots		$120,548	$116,000.00						
Removal of existing parking lot paving, curbs, gutters, utilities, lighting, etc.	$120,548			$35,000.00	CD12 Exterior Sitework App # 10	CSM Group	Lounsbury	L	Alley Demo & Hauling
Removal of existing parking lot paving, curbs, gutters, utilities, lighting, etc.				$52,000.00	CD12 Exterior Sitework App # 10	CSM Group	Lounsbury	L	Parking Lot Demo
Removal of existing parking lot paving, curbs, gutters, utilities, lighting, etc.				$12,000.00	Project 16-077 App #7	CSM Group	Lounsbury	M	Site Demo
Removal of existing parking lot paving, curbs, gutters, utilities, lighting, etc.				$4,000.00	Project 16-077 App #7	CSM Group	Lounsbury	M	Dust Control
Removal of existing parking lot paving, curbs, gutters, utilities, lighting, etc.				$10,000.00	Project 16-077 App #7	CSM Group	Lounsbury	M	Asphalt Removal
Removal of existing parking lot paving, curbs, gutters, utilities, lighting, etc.				$3,000.00	Project 16-077 App #7	CSM Group	Lounsbury	M	Concrete Removal
8.09 Disposal, Recycling		$350							
Dumpster	$350			$0.00					
Sub-Total	$120,898	$120,898							
Contingency (X)%	$9,533	$9,533		$0.00					
	$130,431	$130,431		$116,000.00					
	Category Total	Total		Invoiced Amt	Invoice #	Contractor	Sub-Contractor	Reference	Note:
9.00 Site Preparation									
9.10 Grading		$293,173	$314,301.00						
Mass grading and land balancing	$293,173			$239,801.00	Project 16-077 App #7	CSM Group	Lounsbury	M	
Mass grading and land balancing				$74,500.00	CD12 Exterior Sitework App # 10	CSM Group	Lounsbury	L	
9.15 Staking	$12,000	$12,000	$0.00			CSM Group	Driesenga		No support available, included in CSM confirmation but did not include for reimbursement
9.16 Temporary Construction Access and/or Roads		$67,500	$91,548.00						
Temporary Parking Lot	$10,000			$27,000.00	Project 16-077 App #7	CSM Group	Lounsbury	M	
Relocate Parking Booth	$50,000			$64,548.00	Project 16-077 App #7	CSM Group	Lounsbury	M	Parking Lot Removal
Relocate Emergency Siren	$7,500			$0.00		CSM Group	West Shore Services		Paid by CSM, did not include for reimbursement
9.22 Specific and Unique Activities		$888,414	$888,414.00						
Special Foundation: Mobilization	$43,000			$43,000.00	Project 1703 App #2	CSM Group	Hardman	B	
Special Foundation: Test Pile - Compression	$24,600			$20,000.00	Project 1703 App #2	CSM Group	Hardman	B	
Special Foundation: Test Pile - Tension	$2,367			$0.00					
Special Foundation: Auger Cast Piles (18")	$797,597			$804,829.00	Project 1607701-008 App #7	CSM Group	Hardman	A	
Special Foundation: Layout and As-builts	$15,850			$15,585.00	Project 1607701-008 App #7	CSM Group	Hardman	A	
SESC	$5,000			$5,000.00	Project 16-077 App #7	CSM Group	Lounsbury	M	
9.23 Soft Costs (Engineering, Design, Survey, Legal, other Professional)		$50,000							
Geotechnical Engineering	$50,000					SME			No support for 2018 payments available, did not include for reimbursement
Sub-Total	$1,311,087	$1,311,087							
Contingency (X)%	$103,380	$103,380		$0.00					
	$1,414,467	$1,414,467		$1,294,263.00					
	Category Total	Total		Invoiced Amt	Invoice #	Contractor	Sub-Contractor	Reference	Note:
10.00 Development of Work Plan									
10.01 Development of Brownfield Plan		$30,000							
10.02 Development of Act 381 Work Plan		$0							
10.03 Work Plan and/or Brownfield Plan Implementation		$0							
Sub-Total	$0	$30,000							
	$0	$30,000		$0.00					
Total Potential Brownfield Plan Eligible Costs		$14,450,000	$14,012,399.61	$14,012,399.61					