

Agenda

Brownfield Redevelopment Authority

Board of Directors

City of Kalamazoo



Thursday, May 16, 2024

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 minutes from the BRA meeting on April 18, 2024

D. PUBLIC COMMENTS

E. DIRECTOR COMMENTS

F. PUBLIC HEARING

1. Public hearing for an Act 381 Brownfield Plan for the Redevelopment Project at 5135 and 5147 Portage Road, Kalamazoo MI

- Opening of the Public Hearing
- Project Presentation
- Public Comment Period
- Board of Directors Comments
- Closing of the Public Hearing

G. NEW BUSINESS

1. Adoption of a Resolution Approving the Implementation of an Act 381 Brownfield Plan for the Redevelopment Project at 5135 and 5147 Portage Road and Recommending City Commission Adopt the Plan

(ACTION: Motion to adopt a Resolution approving the implementation of an

Act 381 Brownfield Plan for the redevelopment project at 5135 and 5147 Portage Road and recommend City Commission adopt the plan.)

2. Approval of an Extension to the Letter of Intent with Bogan Developments, LLC for the Zone 32 Phase 2 Redevelopment Project and Authorize the Department Director to Sign.

(**ACTION:** Motion to approve of an extension to the Letter of Intent with Bogan Developments, LLC for the Zone 32 Phase 2 Redevelopment Project and authorize the Department Director to sign.)

3. Adoption of a Resolution Approving the Second Amendment to the Brownfield Plan Development Agreement for 315 E Frank Street and Authorizing the Chair to Sign.

(**ACTION:** Motion to adopt a Resolution approving the Second Amendment to the Brownfield Plan Development Agreement for 315 Frank Street and authorizing the Chair to sign.)

4. Adoption of a Resolution Approving Reimbursement Request #2 for 315 E Frank Street Brownfield Plan in the Amount of \$90,867.80.

(**ACTION:** Motion to adopt a Resolution approving reimbursement request #2 for 315 E Frank Street Brownfield Plan in the amount of \$90,867.80).

5. Adoption of a Resolution Approving the Fourth Amendment to the Purchase and Sale Agreement for 508 Harrison Street and Authorizing the Chair to Sign.

(**ACTION:** Motion to adopt a Resolution approving the Fourth Amendment to the Purchase and Sale Agreement for 508 Harrison Street and authorize the Chair to sign.)

6. Approval of a One-Year Contract for Brownfield Consulting Services with Fishbeck for \$50,000

(**ACTION:** Motion to approve a One-Year Contract for Brownfield Consulting Services with Fishbeck for \$50,000.)

H. UNFINISHED BUSINESS

I. COMMUNICATIONS AND ANNOUNCEMENTS

J. STAFF REPORTS AND UPDATES

K. ADJOURNMENT

**CITY OF KALAMAZOO
BROWNFIELD REDEVELOPMENT AUTHORITY BOARD MEETING
Thursday, April 18, 2024
Community Planning and Economic Development
245 N. Rose Street, Kalamazoo, MI 49007**

MEMBERS PRESENT: Kevan Hess; Michael Gurnee; Jason Novotny; Kyle Gulau; Sharon Ferraro; Torean Greeley; Alonzo Wilson

MEMBERS ABSENT: Nathan Bolton; Lucas Middleton; Rachel Bair; Andrew Schipper

CITY COMMISSIONERS/CITY STAFF PRESENT: John Weiss (Attorney, Dickinson Wright); Jamie McCarthy (Sustainable Development Coordinator); PJ Thuringer (Economic Development Supervisor); David Stegink (Fishbeck, Consultant); Jared Chambers (Business Specialist); Jerri Burdue (Neighborhood Business & Special Projects Coordinator); Heidi Gartley (Brownfield Project Assistant)

Meeting was called to order at 8:05 AM by Chair Novotny.

Chair Novotny started the meeting by welcoming Commissioner Wilson. He said he did not get the chance to thank Commissioner Decker prior to the end of her board appointment, but for the record, he thanked her for being a part of both boards.

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

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

APPROVAL OF MINUTES: Director Hess moved approval of minutes from the meeting of March 21, 2024 as presented; seconded by Director Gurnee. Motion approved by voice vote unanimously.

PUBLIC COMMENTS

None.

DIRECTOR'S COMMENTS

None.

NEW BUSINESS

1. Approval of a One-Year Contract Renewal with Dickinson-Wright to provide legal services to the Brownfield Redevelopment Authority and authorize the Chair to sign.

Chair Novotny explained this is parallel to the contract renewal agenda item on the EDC agenda.

Ms. McCarthy reminded the board that both Chairs will be signing the contract, as invoices are split between each board. She thanked Dickinson-Wright for itemizing the projects and time spent each month, so it contains billable

hours for each one.

Director Ferraro moved approval of a One-Year Contract Renewal with Dickinson-Wright to provide legal services to the Brownfield Redevelopment Authority and authorize the Chair to sign; seconded by Director Greeley.

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

2. Adoption of a Resolution authorizing and directing the board chair, or chair designee to sign an EGLE Brownfield Grant Application, upon invitation by EGLE, subject to any modifications to the Proposal not materially adverse to the Authority approved as to substance by the Authority's technical consultant and to legal form by the Authority's legal counsel.

Ms. McCarthy shared that staff, consultants, and the developer have been working closely with EGLE on the grant application requesting up to one million dollars for the Brewster Hotel project. EGLE will be vetting the grant proposal next week, by April 25th. They have been getting positive feedback and will hopefully receive an invitation to put in a full application. Step one is a proposal to application phase. Because the request is over half a million dollars, it has to go to their administration board in Lansing as well. To keep the project on track with timing and avoid having to wait for approval until the May meeting, Ms. McCarthy asked for the board's permission to allow the chair to sign if they receive an invitation from EGLE. If the project is successful with the grant application, the board will see a grant agreement before signing and accepting a grant. She reminded that City Commission has to accept that grant award as well.

Discussion between Director Gulau, Ms. McCarthy, and Director Gurnee regarding the timeline of the EGLE grant process.

Director Hess moved adoption of a Resolution authorizing and directing the board chair, or chair designee to sign an EGLE Brownfield Grant Application, upon invitation by EGLE, subject to any modifications to the Proposal not materially adverse to the Authority approved as to substance by the Authority's technical consultant and to legal form by the Authority's legal counsel; seconded by Director Gulau.

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

UNFINISHED BUSINESS

None.

COMMUNICATIONS AND ANNOUNCEMENTS

None.

STAFF REPORTS AND UPDATES

1. Quarter 1 Financial Status Report – Fund 242 (Local Brownfield Revolving Fund)

Ms. McCarthy went over the Quarter 1 financial report for Fund 242, as evident in the agenda packet.

2. Quarter 1 Financial Status Report – Fund 243 (BRA Operations)

Ms. McCarthy went over the Quarter 1 financial report for Fund 243, as evident in the agenda packet.

Director Hess asked if the \$300,000 in the sale of properties line item was mostly attributed to the anticipated sale of the River's Edge property. He asked if there has been an update from the developer.

Ms. McCarthy shared they are working on scheduling a meeting. She said they are moving ahead and have hit some milestones with MSHDA. They are looking at their PILOT agreement with the City going forward on the first May meeting with City Commission. They submitted their Work Plan for an EGLE grant and are in their first revision stage. She has no new projections on how close they are to closing with MSHDA.

Director Gulau asked if they are projecting or planning on selling any other properties that the BRA owns.

Ms. McCarthy shared there are small properties for very small amounts that are also anticipated to sell, noting a property that is part of the Legacy Project on the northside. Kal-Recovery has a larger piece of property, but because the affordable housing property discount it is smaller, and she does not know if that will happen this year.

Director Gulau thanked Ms. McCarthy for walking them through the financial reports. He said it is a level of transparency they really haven’t had as a board, and he appreciates it.

ADJOURNMENT: The meeting was adjourned at 8:23 A.M. by Director Middleton.

Heidi Gartley
Recording Clerk

Chair Signature

Printed Name/Chair



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: May 16, 2024

SUBJECT: Adoption of a Resolution Approving the Implementation of an Act 381
Brownfield Plan for the Redevelopment Project at 5135 and 5147 Portage Road
and Recommending City Commission Adopt the Plan

RECOMMENDATION:

It is recommended the BRA adopt the Resolution approving the implementation of the Act 381 Brownfield Plan for the Redevelopment Project at 5135 and 5147 Portage Road and recommend City Commission adopt the plan.

BACKGROUND:

- The project includes full redevelopment of the former Brewster's restaurant at Portage Road and I-94, adjacent to the Kalamazoo/Battle Creek International Airport. The site is composed of a former gas station and a closed, vacant restaurant. The gas station site is contaminated, and the restaurant is obsolete and requires asbestos abatement. Several redevelopment projects have been proposed at the site in the past but have failed to materialized due in part to complicated and costly site preparation and remediation costs. AVB ("Developer") intends to begin construction of a new four-story hotel in late 2024, following additional site assessment, demolition, and due care activities to address contamination. The hotel will be designed as a four-story Residence Inn by Marriott, one of the nation's strongest hospitality brands. The project will incorporate the latest standards of the Marriott brand, as well as an urban footprint in line with the City of Kalamazoo's desire to enhance density and redevelop its commercial corridors.

The Brownfield Plan will reimburse Developer for certain brownfield-eligible costs associated with the redevelopment project:

- Site Assessments, Asbestos and Lead Surveys, Pre-Demolition Survey
- Asbestos Abatement and Demolition

- Soil Remediation Sampling, Excavation, Transport, and Disposal of Contaminated Soil and Fill
- Public Infrastructure Improvements and Site Preparation
- Brownfield Plan and Work Plan Preparation
- Contingency

FISCAL IMPACT:

The Brownfield Plan is anticipated to be in place for 19 years, with up to 15 years of reimbursement going to Developer following the BRA's incentives policy. The initial taxable value of both properties is \$358,510 and is estimated to increase to \$3,350,000 after the \$18 million project is complete.

At this time, school tax capture is limited to pre-approved activities (environmental, demolition, and asbestos abatement), and thus this Plan is otherwise a "local-only" plan.

Summary of Capture Projections:

- \$1,017,200 reimbursement to Developer for brownfield-eligible costs
- \$162,475 reimbursement to BRA for administrative costs
- \$662,603 projected revenues captured into the Local Brownfield Revolving Fund

BREWSTER'S REDEVELOPMENT PROJECT FACT SHEET

Project Overview: The project includes full redevelopment of the former Brewster's restaurant at Portage Road and I-94, adjacent to the Kalamazoo/Battle Creek International Airport. The site is composed of a former gas station and a closed restaurant. The gas station site is contaminated, and the restaurant is obsolete and requires asbestos abatement. AVB intends to begin construction of a new four-story hotel in late 2024. The hotel will be designed as a four-story Residence Inn by Marriott, one of the nation's strongest hospitality brands. The project will incorporate the latest standards of the Marriott brand, as well as an urban footprint in line with the City of Kalamazoo's desire to enhance density and redevelop its commercial corridors.

Parcel IDs: 10-02-215-006 and 10-02-215-005

Eligible Costs

School and Local

- **Pre-Approved Activities** (i.e., Phase I Environmental Site Assessments, Phase II Environmental Site Assessments, Baseline Environmental Assessments, Asbestos, Lead, and Mold Surveys, and Pre-Demolition Survey) \$45,000.
- **Asbestos Abatement:** The developer will incur costs associated with proper abatement and disposal of hazardous materials and asbestos prior to demolition activities. The cost of these activities is anticipated to total \$50,000. These costs may be incorporated into an EGLE Grant if awarded and if timing allows.
- **Demolition:** The demolition of the existing building, surface parking, miscellaneous improvements, and related soft costs is anticipated to be \$99,000. These costs may be incorporated into an EGLE Grant if awarded and if timing allows.
- **15% Contingency:** The contingency cost is anticipated to be \$22,350.

Local (Anticipated to be support by an EGLE Grant)

- **Department Specific Activities:** Verification of Soil Remediation sampling, excavation, transport, and disposal of contaminated soil, fill, and related soft costs is anticipated to be \$541,566.
- **15% Contingency:** The contingency cost is anticipated to be \$81,234.

Local (Unless MEDC/MSF Support is secured)

- **Public Infrastructure:** Infrastructure improvements that directly benefit eligible property will include utility, road, sidewalk, streetscape improvements, urban storm water management system, and related soft costs. The cost of these activities is anticipated to be \$165,500.
- **Site Preparation:** Site preparation activities necessary to make the site ready for development include cut and fill operations, grading, geotechnical engineering, relocation of overhead electric, staking, erosion control, and temporary traffic controls along with related soft costs. The cost of these activities is anticipated to be \$513,500.
- **Brownfield Plan/Work Plan Preparation** The total cost of these activities is anticipated to be \$20,000.
- **15% Contingency:** The contingency cost is anticipated to be \$104,850.

Total: \$1,643,000

An EGLE Grant is being pursued to cover costs related to soil removal and disposal, fill, asbestos abatement, building and site demolition, due care compliance, related project management costs, and contingencies. If awarded, this would decrease the total cost of eligible activities in the Brownfield Plan to \$813,850.

Anticipated Outcomes:

- **\$358,510** Initial Taxable Value (2024)
- **\$3,350,000** Estimated Future Taxable Value
- **\$18M** Total Investment
- The Project is expected to generate local tax increment revenues of ~\$110,000 annually and school tax increment revenues of ~\$72,000 annually.
- The Project is also pursuing a tax abatement. Both the Commercial Rehabilitation Exemption and Commercial Redevelopment Exemption have been evaluated for this Brownfield Plan. The Commercial Redevelopment exemption is most advantageous and appropriate. This exemption decreases the millage rates for school operating and local millages by half for a period of up to 12 years.
- At this time, school tax capture is limited to pre-approved activities (environmental, demolition, and asbestos abatement), and thus this Plan is otherwise a “local-only” plan.
- City has advised a term of 12-15 years of tax capture is acceptable and could additionally include a five-year delay on initiating capture of TIR.
- **19 Years** of Brownfield Plan Capture (14 Years for the Developer + 5 Years for LBRF)
- **\$1,017,200** Maximum Amount of Developer Eligible Activities. This assumes demolition would be completed in advance of the EGLE Grant in order to keep project timelines on track.
- **\$162,475** Estimated Administrative Fees (10% of Local-Only Capture).
- **\$662,603** projected revenues placed into Local Brownfield Revolving Fund.

	No Abatement	Commercial Redevelopment Exemption
Term to reimburse developer, local only, no delay	10	14
Term to reimburse developer, local only, 5 yr delay	N/A	12

Act 381 Brownfield Plan

Brewster's Redevelopment
5135 & 5147 Portage Road
Kalamazoo, MI 49002

City of Kalamazoo Brownfield
Redevelopment Authority

Project No. 232059

May 10, 2024

Act 381 Brownfield Plan

Brewster's Redevelopment 5135 and 5147 Portage Road Kalamazoo, MI 49002

**Prepared For:
City of Kalamazoo Brownfield Redevelopment Authority
Kalamazoo, Michigan**

**May 10, 2024
Project No. 232059**

**Recommended for Approval by the Brownfield Redevelopment Authority on: _____
Adopted by the City Commission on: _____**

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Attachment 1 Brownfield Plan Resolution(s) and Notices to Taxing Jurisdictions

Attachment 2 Development and Reimbursement Agreement (In Progress)

1.0 Introduction

The City of Kalamazoo Brownfield Redevelopment Authority (Authority or CoKBRA) was established pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended (Act 381). Act 381 enables the BRA to help facilitate the redevelopment of brownfields by providing economic development incentives through tax increment financing (TIF).

This Brownfield Plan (Plan) permits the use of TIF to reimburse AVB (Developer) for the cost of eligible activities required to redevelop 5135 & 5147 Portage Road, Kalamazoo, Kalamazoo County, MI (Eligible Property, Site, or Property) – see Site Map (Figure 1). Copies of Plan resolutions are provided in Attachment 1.

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The Developer plans to redevelop the Site for a new four-story hotel. The proposed redevelopment, Residence Inn by Marriott, will include approximately 95 rooms of various sizes, an indoor pool and other typical amenities associated with a hotel, and surface parking spaces to support hotel traffic. The final gross square-footage of the building size is approximately 79,000 square-feet. The project will not impact the air or water quality or have adverse impacts on noise pollution or traffic patterns. The project area is already completely urbanized and there will be no loss of natural resources. The project site is on a 5-lane commercial corridor (Portage Road) which has recently been improved in the area.

1.2 Eligible Property Information

Parcel ID Nos: 10-02-215-006 & 10-02-215-005

Address: 5135 & 5147 Portage Road, Kalamazoo, Kalamazoo County, MI 49002

Size: Approximately 1.827 acres

Legal Descriptions are included under Section 2.8

1.2.1 Basis of Eligibility

The property is located in the City of Kalamazoo (the “City”), a qualified local governmental unit pursuant to Act 381. The property qualifies as “eligible property” under Act 381 on the basis of meeting the definition of a “Facility”. Act 381 defines “Facility”, in part, property that is contaminated by hazardous substances or petroleum products at a level that exceeds generic residential cleanup criteria. This property contains significant contamination in the subsurface on both parcels from a former gas station that was once located on site.

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

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

This Plan has been developed to reimburse eligible brownfield costs incurred by the Developer to support the revitalization of underutilized land. New local and state tax increment revenues will be captured for reimbursement of eligible expenses, following approval of this Brownfield Plan. Base local and state taxes associated with the Property will continue to be levied and distributed to local and state taxing jurisdictions. No local debt or special assessment taxes will be captured to reimburse eligible activity costs.

The total cost of eligible activities, including contingencies, is anticipated to be \$1,017,200, described below in Section 2.2 and summarized in the below table. The capture of tax increment revenue for the Local Brownfield Revolving Fund (LBRF) is estimated to be \$662,603.

EGLE Eligible Activities Costs and Schedule

EGLE Eligible Activities	Cost	Completion Season/Year
Department Specific Activities	\$45,000	2024-2025
<i>Phase I and II Environmental Site Assessments</i>	\$30,000	
<i>Baseline Environmental Assessment</i>	\$5,000	
<i>Pre-Demolition Survey</i>	\$5,000	
<i>Development of a Plan for Response Activities or Due Care Documentation</i>	\$5,000	
EGLE Eligible Activities Subtotal	\$45,000	
Contingency (15%)*	\$0	
Interest (0%)	\$0	
EGLE Eligible Activities Total Costs	\$45,000	

MSF Eligible Activities Costs and Schedule

MSF Eligible Activities	Cost	Completion Season/Year
Public Infrastructure Improvements	\$165,500	2024 –2025
<i>Sidewalks</i>	\$17,780	
<i>Streets, Roads</i>	\$9,620	
<i>Water Mains</i>	\$14,000	
<i>Landscaping</i>	\$37,500	
<i>Urban Storm Water Management Systems (Traditional)</i>	\$65,000	
<i>Soft Costs</i>	\$21,600	
Lead and Asbestos Abatement	\$50,000	2024-2025
<i>Abatement including disposal and air monitoring</i>	\$50,000	
Building Demolition	\$58,300	2024-2025
<i>Building Demolition/Deconstruction</i>	\$58,300	
Site Demolition	\$40,700	2024-2025
<i>Parking Lots</i>	\$38,400	
<i>Soft Costs</i>	\$2,300	
Site Preparation	\$513,500	2024 –2025
<i>Cut & Fill Operations</i>	\$77,350	
<i>Geotechnical Engineering</i>	\$7,000	
<i>Grading</i>	\$67,150	
<i>Relocation of Active Utilities</i>	\$250,000	
<i>Temporary Erosion Control</i>	\$10,000	
<i>Staking</i>	\$10,000	
<i>Temporary Traffic Control</i>	\$25,000	
<i>Soft Costs</i>	\$67,000	
MSF Eligible Activities Subtotal	\$828,000	
Contingency (15%)*	\$124,200	
Interest (0%)	\$0	
Brownfield Plan Implementation	\$20,000	
Eligible Activities Total Costs	\$972,200	

2.2 Summary of Eligible Activities

2.2.1 *EGLE Eligible Activities*

Pre-approved environmental costs are anticipated to be reimbursed through a Brownfield Plan using both state and local tax increment revenues. Eligible activities include Phase I ESA, Phase II ESA, BEA activities, pre-demolition survey, and development of a plan for response activities or Due Care documentation. The total of these costs is anticipated to be (\$45,000).

2.2.2 *Public Infrastructure Improvements*

Infrastructure Improvements that directly benefit the eligible property include the sidewalks (\$17,780), streets and roads (\$9,620), water mains that may extend to Ariview or Portage Road (\$14,000), landscaping in the right-of-way (\$37,500), and Urban Storm Water Management Systems that will be used for excavation, fill, and soil use (\$65,000). The soft costs associated with Public Infrastructure Improvements are estimated to be \$21,600. The total cost of these activities is anticipated to be \$165,500.

2.2.3 *Lead and Asbestos Abatement*

Lead and Asbestos Abatement is anticipated on the eligible property. The costs of these activities are estimated to be \$50,000.

2.2.4 *Building Demolition*

Building demolition is anticipated on the eligible property. This demolition will include demolition of the building, foundation, as well as oversight. These costs are estimated to be \$58,300.

2.2.5 *Site Demolition*

Site demolition is anticipated on the eligible property. This demolition will include demolition of the parking lots (\$38,400). The soft costs associated with site demolition are estimated to be \$2,300. The total cost of these activities is anticipated to be \$40,700.

2.2.6 *Site Preparation*

Site preparation activities are anticipated on the subject project area and include cut & fill operations (\$77,350), and grading (\$67,150), geotechnical engineering (\$7,000), relocation of active utilities for burying active electrical lines (\$250,000), staking (\$10,000), temporary erosion control (\$10,000) and temporary traffic control (\$25,000). The soft costs associated with site preparation are estimated to be \$67,000.

2.2.7 *Brownfield Plan Preparation/Implementation*

Preparation and implementation of the Brownfield Plan is estimated to cost \$20,000.

2.2.8 *Contingency*

A 15% contingency on future costs is included to cover unexpected cost overruns encountered during construction on the future costs. The total contingency cost is anticipated at \$124,200.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The initial taxable value will be the 2024 taxable value of \$358,510. An estimate of the captured taxable value for this redevelopment by year is depicted in Table 1. This Plan captures real property tax increment revenues and assumes a 1% annual increase in the taxable value of the Eligible Property.

Project activities will commence in 2024. Completion of construction is expected in Fall 2025. Tax increment revenue collection will start within five years of the adoption of this plan and is anticipated to begin as early as 2026.

In addition to TIF, A Public Act 255 of 1978 Commercial Redevelopment Act Tax Abatement is being pursued for this redevelopment.

After the completion of the Project, the projected taxable value is estimated at \$3,350,000. Reimbursements will be made based on actual tax increment revenues. The estimated captured taxable value for this redevelopment by year and in aggregate for each taxing jurisdiction is depicted in tabular form (Table 1). The plan also includes a flat fee of 10% of the local tax increment for administrative and operating expenses of the Authority. Once eligible expenses are reimbursed, the Authority may capture up to five years of the tax increment and deposit the revenues into an LBRF provided the amount does not exceed the total cost of eligible activities. A summary of the estimated reimbursement schedule and the amount of capture into the LBRF by year and in aggregate is presented in Table 2.

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

The eligible activities contemplated under this Plan will be financed by the Developer. Reimbursement of approved Developer eligible costs will conform to a Development and Reimbursement Agreement between the Developer and the City of Kalamazoo BRA. TIF utilizing new local and state tax increment revenue from the Project will be the source of the reimbursement, as outlined in this Plan. No interest expenses will be reimbursed.

2.5 Maximum Amount of Note or Bonded Indebtedness

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

2.6 Duration of Brownfield Plan

The Authority intends to begin the capture of tax increment revenue in 2026. It is anticipated that Developer reimbursement will be completed in 2039. Following Developer reimbursement, the City of Kalamazoo BRA may capture tax increment revenue for five years, or an amount equivalent to reimbursed Developer costs (whichever occurs sooner), for deposit into the LBRF. An analysis showing the reimbursement schedule is attached in Table 3.

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

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

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

The Property is in the City of Kalamazoo, Kalamazoo County, Michigan, and consists of 2 parcels that total approximately 1.827 acres. The parcel ID numbers for the Property are below. A Site Map is attached as Figure 1. The legal descriptions are as follows:

Parcel ID 10-02-215-006

K2-1/1B Commencing at the North ¼ corner of Section 2, Town 3 South, Range 11 West; thence South 0° 35' 50" East 775 feet along the North and South ¼ line of said Section 2 to the place of beginning; thence North 89° 51' 10" East 295.62 feet; thence South 0° 35' 50" East 352.68 feet parallel to said North and South ¼ line; thence South 89° 24' 10" West 85.61 feet; thence North 0° 35' 50" West 150 feet; thence South 89° 24' 10" West 210 feet to said North and South ¼ line of said Section 2; thence North 0° 35' 50" West 205 feet along said North and South ¼ line to the place of beginning, excluding that portion in Portage Road. Also excluding the following described parcel: Commencing at the North ¼ corner of Section 2, Town 3 South, Range 11 West; thence

South 00° 33' 54" West 1130.00 feet along the North and South ¼ line of said Section 2 to the intersection of the north right-of-way line of the original Fairfield Avenue as extended West; thence South 89° 26' 06" East 210.0 feet along said line to the east right-of-way line of Portage Road for the place of beginning of this exclusion; thence North 00° 33' 54" East 6.00 feet; thence South 89° 26' 06" East 85.61 feet; thence South 00° 33' 54" West 6.00 feet to the north right-of-way line of the original Fairfield Avenue; thence North 89° 26' 06" West 85.61 feet along said line to the place of beginning, exclusion contains 514 square feet.

Parcel ID 10-02-215-005

K2-1-2A Section 2-3-11 Commencing at the North ¼ corner of Section 2, Town 3 South, Range 11 West; thence Southerly 980 feet along the North and South ¼ line of said Section 2 to the place of beginning; thence North 89° 24' 10" East 210 feet as measured at right angles to the North and South ¼ line of said Section 2; thence South 0° 35' 50" East 150 feet parallel to said North and South ¼ line; thence South 89° 24' 10" West 210 feet to said North and South ¼ line and measured at right angles to said North and South ¼ line; thence North 0° 35' 50" West 150 feet along said North and South ¼ line to the place of beginning, excluding the Westerly 60 feet for Portage Road. Also excluding the following described parcel: Commencing at the North ¼ corner of Section 2, Town 3 South, Range 11 West; thence South 00° 33' 54" West 1130.00 feet along the North and South ¼ line of said Section 2 to the intersection of the north right-of-way line of the original Fairfield Avenue as extended West; thence South 89° 26' 06" East 60.0 feet along said line to the east right-of-way line of Portage Road for the place of beginning of this exclusion; thence North 00° 33' 54" East 30.62 feet along the east line of Portage Road; thence South 54° 45' 10" East 8.53 feet; thence South 00° 33' 54" West 6.08 feet; thence South 54° 45' 10" East 10.17 feet; thence South 80° 46' 45" East 39.00 feet; thence South 83° 54' 57" East 36.77 feet; thence South 89° 26' 20" East 59.47 feet; thence South 00° 33' 54" West 4.50 feet to the north right-of-way line of the original Fairfield Avenue; thence North 89° 26' 06" West 150 feet along said line to the place of beginning.

The Property qualifies as Eligible Property under Act 381 on the basis of meeting the definition of a "Facility". Personal property is included as part of the eligible property.

2.9 Estimates of Residents and Displacement of Individuals/Families

There are no residents or families residing at this Property, thus no residents, families, or individuals will be displaced by the Project.

2.10 Plan for Relocation of Displaced Persons

No persons reside on the Eligible Property. Therefore, this section is not applicable.

2.11 Provisions for Relocation Costs

No persons reside on the Eligible Property. Therefore, this section is not applicable.

2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

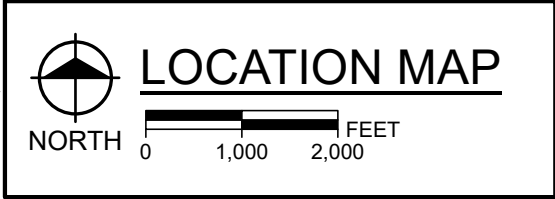
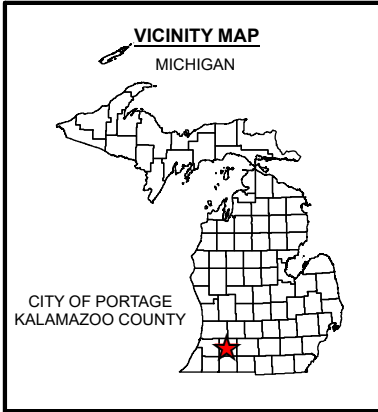
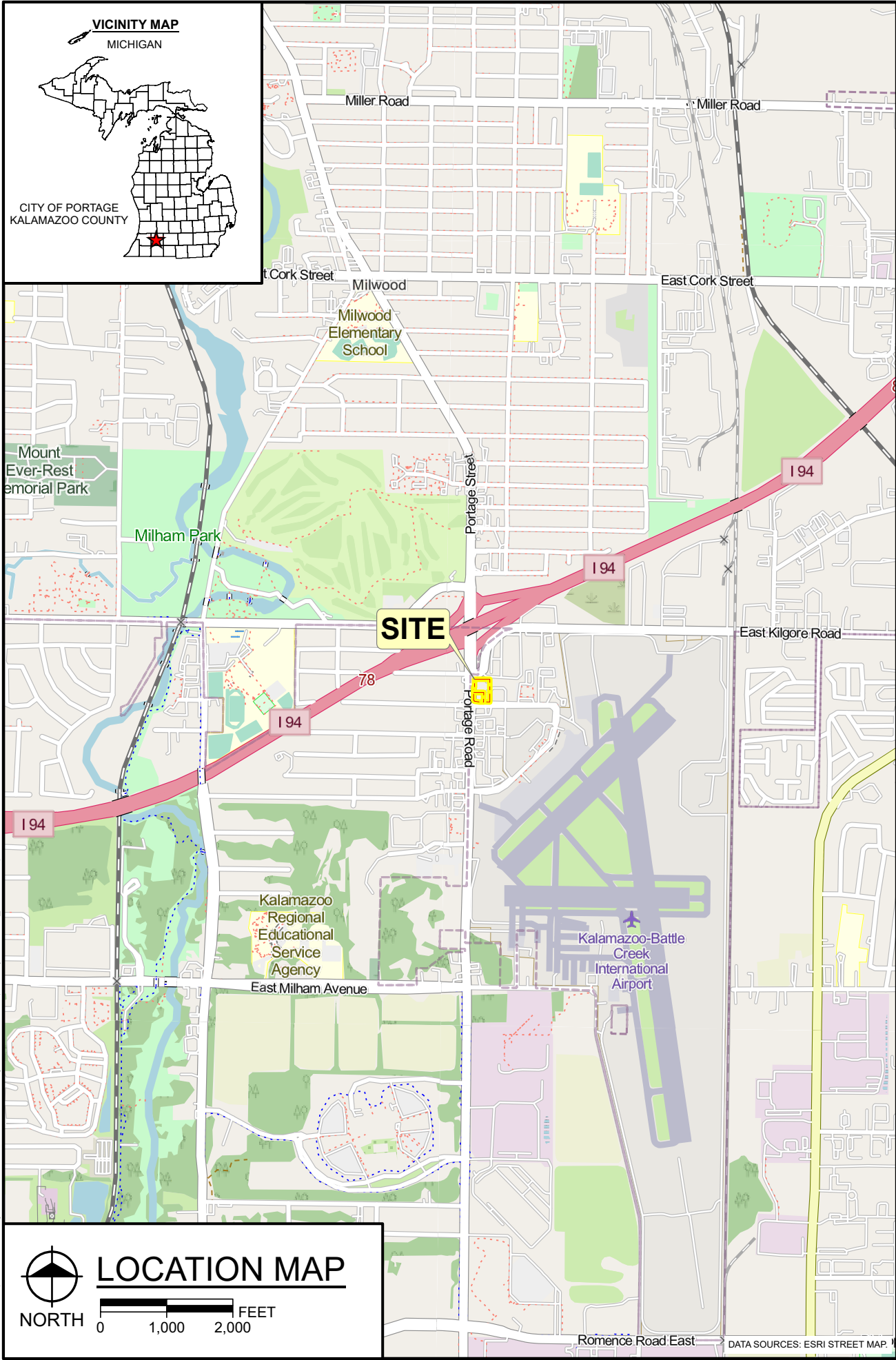
No persons reside on the Eligible Property. Therefore, this section is not applicable.

2.13 Other Material that the Authority or Governing Body Considers Pertinent

No information is required.

Figure 1

Site Plan



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

Brewster's Redevelopment

5135 & 5147 Portage Rd., Portage, Michigan

Brownfield Plan

PROJECT NO.
232059

FIGURE NO.
1

PLOT INFO: \\corp\fish.com\AllProjects\2023\2059\Browfield Plan.aprx Layout: FIG01_Location Map Date: 5/9/2024 12:36 PM User: ahavens

Figure 2

Location Map

PLOT INFO: \\corp.fishbeck.com\AllProjects\2023\232059\Browfield Plan.aprx Layout: FIG02_Site Plan Date: 5/9/2024 12:36 PM User: ahavens



SITE PLAN

0 50 100 FEET

DATA SOURCES: MISAIL IMAGERY & ESRI HYBRID REFERENCE LAYER.



Engineers | Architects | Scientists | Constructors

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

Brewster's Redevelopment

5135 & 5147 Portage Rd, Portage, Michigan

Browfield Plan

PROJECT NO.
232059

FIGURE NO.
2

Table 1

Total Captured Incremental Taxes Estimates

Table 2: Tax Increment Revenue Capture Estimates
Brewster's Redevelopment
5135 Portage Road
Kalamazoo, Michigan
April 2024

Estimated Taxable Value (TV) Increase Rate:		1%																				
Plan Year		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	TOTAL	
Calendar Year		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044		
*Base Taxable Value		\$ 358,510	\$ 358,510	\$ 358,510	\$ 358,510	\$ 358,510	\$ 358,510	\$ 358,510	\$ 358,510	\$ 358,510	\$ 358,510	\$ 358,510	\$ 358,510	\$ 358,510	\$ 358,510	\$ 358,510	\$ 358,510	\$ 358,510	\$ 358,510	\$ 358,510		
Estimated New TV		\$ 3,350,000	\$ 3,383,500	\$ 3,417,335	\$ 3,451,508	\$ 3,486,023	\$ 3,520,884	\$ 3,556,093	\$ 3,591,653	\$ 3,627,570	\$ 3,663,846	\$ 3,700,484	\$ 3,737,489	\$ 3,774,864	\$ 3,812,612	\$ 3,850,739	\$ 3,889,246	\$ 3,928,138	\$ 3,967,420	\$ 4,007,094		
Incremental Difference (New TV - Base TV)		\$ 2,991,490	\$ 3,024,990	\$ 3,058,825	\$ 3,092,998	\$ 3,127,513	\$ 3,162,374	\$ 3,197,583	\$ 3,233,143	\$ 3,269,060	\$ 3,305,336	\$ 3,341,974	\$ 3,378,979	\$ 3,416,354	\$ 3,454,102	\$ 3,492,229	\$ 3,530,736	\$ 3,569,628	\$ 3,608,910	\$ 3,648,584		
School Capture		Millage Rate																				
State Education Tax (SET)		6.0000	\$ 17,949	\$ 18,150	\$ 18,353	\$ 18,558	\$ 18,765	\$ 18,974	\$ 19,185	\$ 19,399	\$ 19,614	\$ 19,832	\$ 20,052	\$ 20,274	\$ 20,498	\$ 20,725	\$ 20,953	\$ 21,184	\$ 21,418	\$ 21,653	\$ 21,892	\$ 377,429
Portage School Operating Tax		17.5695	\$ 26,279	\$ 26,574	\$ 26,871	\$ 27,171	\$ 27,474	\$ 27,781	\$ 28,090	\$ 28,402	\$ 28,718	\$ 29,037	\$ 29,358	\$ 29,683	\$ 60,024	\$ 60,687	\$ 61,357	\$ 62,033	\$ 62,717	\$ 63,407	\$ 64,104	\$ 769,767
School Total		24.0683	\$ 44,228	\$ 44,724	\$ 45,224	\$ 45,729	\$ 46,240	\$ 46,755	\$ 47,275	\$ 47,801	\$ 48,332	\$ 48,869	\$ 49,410	\$ 49,957	\$ 80,522	\$ 81,411	\$ 82,310	\$ 83,218	\$ 84,134	\$ 85,060	\$ 85,995	\$ 1,147,196
Local Capture		Millage Rate																				
County Winter		1.4380	\$ 2,151	\$ 2,175	\$ 2,199	\$ 2,224	\$ 2,249	\$ 2,274	\$ 2,299	\$ 2,325	\$ 2,350	\$ 2,377	\$ 2,403	\$ 2,429	\$ 4,913	\$ 4,967	\$ 5,022	\$ 5,077	\$ 5,133	\$ 5,190	\$ 5,247	\$ 63,003
County 911		0.6459	\$ 966	\$ 977	\$ 988	\$ 999	\$ 1,010	\$ 1,021	\$ 1,033	\$ 1,044	\$ 1,056	\$ 1,067	\$ 1,079	\$ 1,091	\$ 2,207	\$ 2,231	\$ 2,256	\$ 2,281	\$ 2,306	\$ 2,331	\$ 2,357	\$ 28,299
County Housing		0.7453	\$ 1,115	\$ 1,127	\$ 1,140	\$ 1,153	\$ 1,165	\$ 1,178	\$ 1,192	\$ 1,205	\$ 1,218	\$ 1,232	\$ 1,245	\$ 1,259	\$ 2,546	\$ 2,574	\$ 2,603	\$ 2,631	\$ 2,660	\$ 2,690	\$ 2,719	\$ 32,654
County Seniors		0.3462	\$ 518	\$ 524	\$ 529	\$ 535	\$ 541	\$ 547	\$ 554	\$ 560	\$ 566	\$ 572	\$ 578	\$ 585	\$ 1,183	\$ 1,196	\$ 1,209	\$ 1,222	\$ 1,236	\$ 1,249	\$ 1,263	\$ 15,168
County Veterans		0.1000	\$ 150	\$ 151	\$ 153	\$ 155	\$ 156	\$ 158	\$ 160	\$ 162	\$ 163	\$ 165	\$ 167	\$ 169	\$ 342	\$ 345	\$ 349	\$ 353	\$ 357	\$ 361	\$ 365	\$ 4,381
KRESA CTE		0.9903	\$ 1,481	\$ 1,498	\$ 1,515	\$ 1,531	\$ 1,549	\$ 1,566	\$ 1,583	\$ 1,601	\$ 1,619	\$ 1,637	\$ 1,655	\$ 1,673	\$ 3,383	\$ 3,421	\$ 3,458	\$ 3,496	\$ 3,535	\$ 3,574	\$ 3,613	\$ 43,388
KRESA Operating		3.0091	\$ 4,501	\$ 4,551	\$ 4,602	\$ 4,654	\$ 4,706	\$ 4,758	\$ 4,811	\$ 4,864	\$ 4,918	\$ 4,973	\$ 5,028	\$ 5,084	\$ 10,280	\$ 10,394	\$ 10,508	\$ 10,624	\$ 10,741	\$ 10,860	\$ 10,979	\$ 131,837
KRESA Enhancement		1.5000	\$ 2,244	\$ 2,269	\$ 2,294	\$ 2,320	\$ 2,346	\$ 2,372	\$ 2,398	\$ 2,425	\$ 2,452	\$ 2,479	\$ 2,506	\$ 2,534	\$ 5,125	\$ 5,181	\$ 5,238	\$ 5,296	\$ 5,354	\$ 5,413	\$ 5,473	\$ 65,719
KRESA Special Ed		1.4941	\$ 2,235	\$ 2,260	\$ 2,285	\$ 2,311	\$ 2,336	\$ 2,362	\$ 2,389	\$ 2,415	\$ 2,442	\$ 2,469	\$ 2,497	\$ 2,524	\$ 5,104	\$ 5,161	\$ 5,218	\$ 5,275	\$ 5,333	\$ 5,392	\$ 5,451	\$ 65,461
Kal Public Library		3.8999	\$ 5,833	\$ 5,899	\$ 5,965	\$ 6,031	\$ 6,098	\$ 6,166	\$ 6,235	\$ 6,304	\$ 6,375	\$ 6,445	\$ 6,517	\$ 6,589	\$ 13,323	\$ 13,471	\$ 13,619	\$ 13,770	\$ 13,921	\$ 14,074	\$ 14,229	\$ 170,865
City Operating		12.0000	\$ 17,949	\$ 18,150	\$ 18,353	\$ 18,558	\$ 18,765	\$ 18,974	\$ 19,185	\$ 19,399	\$ 19,614	\$ 19,832	\$ 20,052	\$ 20,274	\$ 40,996	\$ 41,449	\$ 41,907	\$ 42,369	\$ 42,836	\$ 43,307	\$ 43,783	\$ 525,752
City Solid Waste		1.8000	\$ 2,692	\$ 2,722	\$ 2,753	\$ 2,784	\$ 2,815	\$ 2,846	\$ 2,878	\$ 2,910	\$ 2,942	\$ 2,975	\$ 3,008	\$ 3,041	\$ 6,149	\$ 6,217	\$ 6,286	\$ 6,355	\$ 6,425	\$ 6,496	\$ 6,567	\$ 78,863
Cen Cnty Transit		0.8935	\$ 1,336	\$ 1,351	\$ 1,367	\$ 1,382	\$ 1,397	\$ 1,413	\$ 1,429	\$ 1,444	\$ 1,460	\$ 1,477	\$ 1,493	\$ 1,510	\$ 3,053	\$ 3,086	\$ 3,120	\$ 3,155	\$ 3,189	\$ 3,225	\$ 3,260	\$ 39,147
County Summer		4.6318	\$ 6,928	\$ 7,006	\$ 7,084	\$ 7,163	\$ 7,243	\$ 7,324	\$ 7,405	\$ 7,488	\$ 7,571	\$ 7,655	\$ 7,740	\$ 7,825	\$ 15,824	\$ 15,999	\$ 16,175	\$ 16,354	\$ 16,534	\$ 16,716	\$ 16,900	\$ 202,932
County Transit (KCTA)		0.3110	\$ 465	\$ 470	\$ 476	\$ 481	\$ 486	\$ 492	\$ 497	\$ 503	\$ 508	\$ 514	\$ 520	\$ 525	\$ 1,062	\$ 1,074	\$ 1,086	\$ 1,098	\$ 1,110	\$ 1,122	\$ 1,135	\$ 13,626
KVCC		2.7802	\$ 4,158	\$ 4,205	\$ 4,252	\$ 4,300	\$ 4,348	\$ 4,396	\$ 4,445	\$ 4,494	\$ 4,544	\$ 4,595	\$ 4,646	\$ 4,697	\$ 9,498	\$ 9,603	\$ 9,709	\$ 9,816	\$ 9,924	\$ 10,033	\$ 10,144	\$ 121,808
Portage School Sinking Fund		0.4988	\$ 746	\$ 754	\$ 763	\$ 771	\$ 780	\$ 789	\$ 797	\$ 806	\$ 815	\$ 824	\$ 833	\$ 843	\$ 1,704	\$ 1,723	\$ 1,742	\$ 1,761	\$ 1,781	\$ 1,800	\$ 1,820	\$ 21,854
Local Total		36.5853	\$ 55,468	\$ 56,090	\$ 56,717	\$ 57,351	\$ 57,991	\$ 58,637	\$ 59,290	\$ 59,949	\$ 60,615	\$ 61,288	\$ 61,967	\$ 62,653	\$ 126,092	\$ 128,092	\$ 129,506	\$ 130,934	\$ 132,376	\$ 133,833	\$ 135,304	\$ 1,624,754
Non-Capturable Millages		Millage Rate																				
County Debt		0.1668	\$ 249	\$ 252	\$ 255	\$ 258	\$ 261	\$ 264	\$ 267	\$ 270	\$ 273	\$ 276	\$ 279	\$ 282	\$ 570	\$ 576	\$ 583	\$ 589	\$ 595	\$ 602	\$ 609	\$ 7,308
School Debt		6.8500	\$ 10,246	\$ 10,361	\$ 10,476	\$ 10,594	\$ 10,712	\$ 10,831	\$ 10,952	\$ 11,074	\$ 11,197	\$ 11,321	\$ 11,446	\$ 11,573	\$ 23,402	\$ 23,661	\$ 23,922	\$ 24,186	\$ 24,452	\$ 24,721	\$ 24,993	\$ 300,117
Total Non-Capturable Taxes		7.0168	\$ 10,495	\$ 10,613	\$ 10,732	\$ 10,851	\$ 10,973	\$ 11,095	\$ 11,218	\$ 11,343	\$ 11,469	\$ 11,596	\$ 11,725	\$ 11,855	\$ 23,972	\$ 24,237	\$ 24,504	\$ 24,774	\$ 25,047	\$ 25,323	\$ 25,601	\$ 307,425
Total Tax Increment Revenue (TIR) Available for Capture		\$ 99,697	\$ 100,813	\$ 101,941	\$ 103,080	\$ 104,230	\$ 105,392	\$ 106,565	\$ 107,750	\$ 108,947	\$ 110,156	\$ 111,377	\$ 112,611	\$ 207,214	\$ 209,504	\$ 211,816	\$ 214,152	\$ 216,511	\$ 218,893	\$ 221,300	\$ 2,771,949	
Footnotes:																						
2023 Summer and Winter Millage Rates																						

Table 2

Estimated Reimbursement Schedule

Table 3: Tax Incremental Revenue Reimbursement Allocation
Brewster's Redevelopment
5135 Portage Road
Kalamazoo, Michigan
April 2024

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	39.7%	\$ 187,173	\$ -	\$ 187,173
Local	60.3%	\$ 29,177	\$ 800,850	\$ 830,027
TOTAL				
MSF	95.6%	\$ 171,350	\$ -	\$ 171,350
EGLE	4.4%	\$ 45,000	\$ 800,850	\$ 845,850

Estimated Total
Years of Plan: 19

Estimated Capture	
Administrative Fees	\$ 162,475
State Brownfield Redevelopment Fund	\$ 55,375
Local Brownfield Revolving Fund	\$ 662,603

Year of Plan	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	TOTAL
	2025	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	
Total State Incremental Revenue	\$ 44,228	\$ 44,724	\$ 45,224	\$ 45,729	\$ 46,240	\$ 46,755	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 272,900
State Brownfield Redevelopment Fund (50% of SET)	\$ (8,974)	\$ (9,075)	\$ (9,176)	\$ (9,279)	\$ (9,383)	\$ (9,487)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (55,375)
State TIR Available for Reimbursement	\$ 35,254	\$ 35,649	\$ 36,047	\$ 36,450	\$ 36,857	\$ 37,268	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 217,525
Total Local Incremental Revenue	\$ 55,468	\$ 56,090	\$ 56,717	\$ 57,351	\$ 57,991	\$ 58,637	\$ 59,290	\$ 59,949	\$ 60,615	\$ 61,288	\$ 61,967	\$ 62,653	\$ 126,692	\$ 128,092	\$ 129,506	\$ 130,934	\$ 132,376	\$ 133,833	\$ 135,304	\$ 1,624,754
BRA Administrative Fee (10%)	\$ (5,547)	\$ (5,609)	\$ (5,672)	\$ (5,735)	\$ (5,799)	\$ (5,864)	\$ (5,929)	\$ (5,995)	\$ (6,062)	\$ (6,129)	\$ (6,197)	\$ (6,265)	\$ (12,669)	\$ (12,809)	\$ (12,951)	\$ (13,093)	\$ (13,238)	\$ (13,383)	\$ (13,530)	\$ (162,475)
Local TIR Available for Reimbursement	\$ 49,922	\$ 50,481	\$ 51,045	\$ 51,615	\$ 52,191	\$ 52,773	\$ 53,361	\$ 53,954	\$ 54,554	\$ 55,159	\$ 55,770	\$ 56,388	\$ 114,023	\$ 115,283	\$ 116,556	\$ 117,841	\$ 119,139	\$ 120,450	\$ 121,774	\$ 1,462,278
Total State & Local TIR Available	\$ 85,175	\$ 86,129	\$ 87,093	\$ 88,066	\$ 89,048	\$ 90,041	\$ 53,361	\$ 53,954	\$ 54,554	\$ 55,159	\$ 55,770	\$ 56,388	\$ 114,023	\$ 115,283	\$ 116,556	\$ 117,841	\$ 119,139	\$ 120,450	\$ 121,774	\$ 1,679,803
DEVELOPER	Beginning Balance																			
DEVELOPER Reimbursement Balance	\$ 1,017,200	\$ 932,025	\$ 845,895	\$ 758,803	\$ 670,737	\$ 581,689	\$ 522,000	\$ 468,639	\$ 414,685	\$ 360,131	\$ 304,972	\$ 249,202	\$ 192,814	\$ 78,791	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Pre-approved Costs	\$ 171,350	\$ 171,350	\$ 165,644	\$ 133,971	\$ 92,089	\$ 49,738	\$ 6,916	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement	\$ 67,994	\$ 25,903	\$ 36,047	\$ 36,450	\$ 36,857	\$ 6,916	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 142,173
Local Tax Reimbursement	\$ 103,356	\$ 5,708	\$ 5,770	\$ 5,835	\$ 5,900	\$ 5,966	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 29,177
Total Pre-approved Reimbursement Balance	\$ 165,644	\$ 133,971	\$ 92,089	\$ 49,738	\$ 6,916	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 171,350
EGLE Environmental Costs	\$ 45,000	\$ 45,000	\$ 9,746	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
State Tax Reimbursement	\$ 45,000	\$ 35,254	\$ 9,746	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 45,000
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total EGLE Reimbursement Balance	\$ 9,746	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 45,000
Local Only Costs	\$ 800,850	\$ 800,850	\$ 756,635	\$ 711,924	\$ 666,714	\$ 620,998	\$ 574,773	\$ 522,000	\$ 468,639	\$ 414,685	\$ 360,131	\$ 304,972	\$ 249,202	\$ 192,814	\$ 78,791	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ 800,850	\$ 44,215	\$ 44,710	\$ 45,210	\$ 45,716	\$ 46,226	\$ 52,773	\$ 53,361	\$ 53,954	\$ 54,554	\$ 55,159	\$ 55,770	\$ 56,388	\$ 114,023	\$ 78,791	\$ -	\$ -	\$ -	\$ -	\$ 800,850
Total Local Only Reimbursement Balance	\$ 756,635	\$ 711,924	\$ 666,714	\$ 620,998	\$ 574,773	\$ 522,000	\$ 468,639	\$ 414,685	\$ 360,131	\$ 304,972	\$ 249,202	\$ 192,814	\$ 78,791	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 800,850
Total Annual Developer Reimbursement	\$ 85,175	\$ 86,129	\$ 87,093	\$ 88,066	\$ 89,048	\$ 90,041	\$ 53,361	\$ 53,954	\$ 54,554	\$ 55,159	\$ 55,770	\$ 56,388	\$ 114,023	\$ 78,791	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,017,200
LOCAL BROWNFIELD REVOLVING FUN																				
LBRF Deposits *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,352	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,352
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,492	\$ 116,556	\$ 117,841	\$ 119,139	\$ 120,450	\$ 632,251
Total LBRF Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 30,352	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 36,492	\$ 116,556	\$ 117,841	\$ 119,139	\$ 120,450	\$ 662,603

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

Footnotes:

Attachment 1

Brownfield Plan Resolution(s) and
Notices to Taxing Jurisdictions

CITY OF KALAMAZOO, MICHIGAN

**NOTICE OF A HEARING TO CONSIDER AN ACT 381 BROWNFIELD PLAN FOR
5135 & 5147 PORTAGE RD, KALAMAZOO, MICHIGAN**

PLEASE TAKE NOTICE that the City of Kalamazoo Brownfield Redevelopment Authority will hold a public hearing on **MAY 16, 2024 at or after 7:45 a.m.**, local time. The meeting will be held in-person at the Community Planning & Economic Development Department Office at 245 N. Rose Street, Kalamazoo, Michigan pursuant to Act 381, Public Acts of Michigan, 1996, as amended. At the hearing the Authority will receive public comment on the Brownfield Plan.

The following legal parcels are included in the “eligible property”:

Address: 5135 and 5147 Portage Road, Kalamazoo, Kalamazoo Co.
Parcel ID: 10-02-215-006, 10-02-215-005
Acreage: 1.827 total acres

The project consists of two adjoining parcels totaling 1.827 acres in the City of Kalamazoo which is a qualified local governmental unit (“QLGU”). This project will involve redeveloping the former Brewster’s restaurant and a former gas station site at 5135 and 5147 Portage Road into a new four-story hotel. Primary eligible activities include environmental assessments, demolition, infrastructure improvements, abatement activities, site preparation, and plan preparation.

The property qualifies as “eligible property” under Act 381 on the basis of meeting the definition of a “facility” as defined in the Brownfield Redevelopment Financing Act (1996 PA 381).

At the public hearing, all citizens, taxpayers and representatives or officials from any taxing jurisdiction whose millage may be subject to capture under the proposed Brownfield Plan, shall be afforded an opportunity to be heard regarding the Act 381 Brownfield Plan. The Brownfield Plan, which includes a site map and legal descriptions of the parcels, is available for public inspection. A copy can be requested by calling (269) 337-8000.

This notice is given by order of the City of Kalamazoo, Michigan.

Scott Borling
City of Kalamazoo Clerk

Attachment 2

Development and Reimbursement Agreement



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: May 16, 2024

SUBJECT: Approval of an Extension to the Letter of Intent with Bogan Developments, LLC for the Zone 32 Phase 2 Redevelopment Project and Authorize the Department Director to Sign.

RECOMMENDATION:

It is recommended the BRA approved the extension to the Letter of Intent with Bogan Developments, LLC for the Zone 32 Phase 2 Redevelopment Project and authorize the Department Director to sign.

BACKGROUND:

On February 21, 2024 the Kalamazoo Brownfield Redevelopment Authority (“BRA”) and Bogan Developments, LLC (“Developer”) extended the LOI granting Developer, subject to conditions and requirements in the LOI, the exclusive right to purchase and redevelop 810 N. Pitcher, 915 N. Pitcher, 314 Parsons, 825 Porter, and 901 Porter Streets (“Property”) until close of business on May 16, 2024. During this period, both parties worked on due diligence activities, including environmental site assessments, site plans, project proformas and programming, and property appraisals.

At this time, both parties desire to further extend the LOI Exclusivity Period until June 20, 2024 to negotiate a Purchase and Sale Agreement to be brought forth to the Authority at a future meeting.

FISCAL IMPACT:

No fiscal impact is anticipated from this 1-month extension.



May 14, 2024

Jamauri Bogan
Bogan Developments, LLC
180 E. Water Street
Kalamazoo, Michigan 49007

Re: Letter of Intent – Redevelopment of 810 N. Pitcher, 915 N. Pitcher, 314 Parsons, 825 Porter, and 901 Porter Streets for Zone 32, Phase 2

Dear Mr. Bogan:

On February 21, 2024 the Kalamazoo Brownfield Redevelopment Authority (“BRA”) and Bogan Developments, LLC (“Developer”) extended the LOI granting Developer, subject to conditions and requirements in the LOI, the exclusive right to purchase and redevelop 810 N. Pitcher, 915 N. Pitcher, 314 Parsons, 825 Porter, and 901 Porter Streets (“Property”) until close of business on May 16, 2024. At this time, both parties desire to further extend the LOI Exclusivity Period until June 20, 2024.

This LOI document shall serve to memorialize the next steps that Developer and BRA, respectively, will undertake toward the eventual purchase of the Property and development of the Property. To that end, and upon execution of this LOI document, Developer shall use its best efforts and due diligence to complete the outlined tasks within the timeframes provided.

During the Exclusivity Period:

1. Developer will:
 - a. Apply for Pre-Site Plan and make progress toward Conditional Site Plan Approval
 - b. Negotiate the terms of sale and redevelopment of the Property with staff to present to the BRA Board of Directors for approval
2. BRA will:
 - a. Negotiate the terms of sale and redevelopment of the Property with Developer to present to the BRA Board of Directors for approval

Sincerely,

CITY OF KALAMAZOO
BROWNFIELD REDEVELOPMENT AUTHORITY

By: Antonio Mitchell
Its: Attorney-in-fact

ACCEPTED:

Date: _____

By: _____
Mr. Jamauri Bogan

cc: Jessica Wood, Brownfield Redevelopment Authority Legal Counsel
Jamie McCarthy, Sustainable Development Coordinator

EXHIBIT A

810 N. Pitcher

35870 PLAT NO 2 OR THE REVISED PLAT OF RICHARDSON & WATTLES ADDITION,
Liber 2 of Plats Page 13; The South 2.75 Rods of the North 5.5 Rods of Lot 31.

915 N. Pitcher

38536 T C SHELDONS ADDITION, Liber 3 of Plats Page 16; Part of Lot R described as follows:
Commencing on the west line of Pitcher Street 4 Rods South of the south line of Parsons Street;
thence West 5 Rods; thence South 2 Rods; thence East 5 Rods; thence North 2 Rods to the point of
beginning.

314 Parsons

T C SHELDON'S ADDITION Part of Lot R, Beginning at the southwest corner of Parsons Street
and North Pitcher Street; thence South 66ft along the west line of Pitcher Street; thence West 82.5ft;
thence North 66ft to the south line of Parsons Street; thence East 82.5ft along the south line of
Parsons Street to the point of beginning.

825 Porter

PLAT NO 2 OR REVISED PLAT OF RICHARDSON & WATTLES ADDITION; North 1/2 of Lot
52, excluding the North 46.5ft Lot 54. Also the North 1/2 of Lot 53. Also North 2.75 Rods of Lot 31.

901 Porter Street

PLAT NO 2 OR REVISED PLAT OF RICHARDSON & WATTLES ADDITION; South 1/2 of Lot
57. Lot 56. Also the South 1/2 of Lot 55. Also the South 1/2 of the North 1/2 of Lot 57.
4880-1095-5424 v1 [105916-1]



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: May 16, 2024

SUBJECT: Adoption of a Resolution Approving the Second Amendment to the Brownfield Plan Development Agreement for 315 E Frank Street and Authorizing the Chair to Sign.

RECOMMENDATION:

It is recommended the BRA adopt a Resolution approving the Second Amendment to the Brownfield Plan Development Agreement for 315 Frank Street and authorize the Chair to sign.

BACKGROUND:

The Authority and Bogan Developments, LLC ("Developer") entered into a binding agreement dated May 19, 2022 (the "Agreement") concerning the procedure and requirements for the reimbursement of tax increment revenues for certain eligible expenses related to the redevelopment of qualifying eligible property located at 315 E. Frank Street, all pursuant to an Act 381 Brownfield Plan. The Agreement limited reimbursement of actual expenses incurred under the Brownfield Plan to \$1,097,777.00, less any approved grants or loans. Developer incurred additional costs for qualifying eligible activities totaling \$90,867.80 relating to geotechnical engineering and Brownfield Plan implementation, which amounts are not subject to reimbursement under any approved grants or loans. The Developer is requesting the BRA reimburse these expenses under the existing cap described in the Brownfield Plan, and therefore raising the amount in the Agreement to reflect the total reimbursement to Developer not-to-exceed \$555,363.89.

FISCAL IMPACT:

The Developer reimbursement amount in the Agreement will be financed with Tax Increment Revenues captured through ad valorem taxes paid by property owner in an amount up to \$555,363.89.

**CITY OF KALAMAZOO BROWNFIELD
REDEVELOPMENT AUTHORITY**

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A
SECOND AMENDMENT TO BROWNFIELD PLAN DEVELOPMENT
AGREEMENT WITH BOGAN DEVELOPMENTS LLC**

Boardmember _____, supported by Boardmember _____,
moved the adoption of the following resolution:

WHEREAS:

1. The Authority and Bogan Developments LLC (the "Developer") entered into a binding agreement dated May 19, 2022 (the "Agreement") concerning the procedure and requirements for the reimbursement of tax increment revenues for certain eligible expenses related to the redevelopment of qualifying eligible property located at 315 E. Frank Street, all pursuant to an Act 381 Brownfield Plan for 315 E. Frank Street; and
2. The Agreement limited reimbursement of actual expenses incurred under the Brownfield Plan to \$1,097.777.00, less any approved grants or loans; and
3. Developer incurred additional costs for qualifying eligible activities totaling \$90,867.80 relating to geotechnical engineering and Brownfield Plan implementation, which amounts are not subject to reimbursement under any approved grants or loans.

RESOLVED:

1. That the Second Amendment to Brownfield Plan Development Agreement between the Authority and the Developer substantially in the form presented at this meeting is approved with such modifications not materially adverse to the Authority, approved as to content by the Community Planning and Economic Development Director and as to form by the Authority's legal counsel; and
2. That the Chairperson of the Board of Directors of the Authority is authorized and directed to execute the approved Agreement for and on behalf of the Authority; and
3. That all resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

YEAS: Boardmembers _____

NAYS: Boardmembers _____

ABSTAIN: Boardmembers _____

ABSENT: Boardmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: May 16, 2024

Kyle Gulau, Secretary

CERTIFICATION

I, the undersigned duly qualified and acting Secretary of the City of Kalamazoo Brownfield Redevelopment Authority, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Directors of the Brownfield Redevelopment Authority at a meeting held on May 16, 2024, and that public notice of said meeting was given pursuant to, and in accordance with, Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: May 16, 2024

Kyle Gulau, Secretary

SECOND AMENDMENT TO BROWNFIELD PLAN DEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO BROWNFIELD PLAN DEVELOPMENT AGREEMENT (the “First Amendment”) is entered into on _____ by and between the **CITY OF KALAMAZOO BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporate established pursuant to Act 381 of the Public Acts of 1996, as amended, MCL 125.2651 *et seq.*, whose address is 245 N. Rose Street, Suite 100, Kalamazoo, MI 49007 (the “Authority”), and **BOGAN DEVELOPMENTS LLC**, a Michigan limited liability company whose address is 801 N. Pitcher, Kalamazoo, Michigan 49007 (“Developer”) (collectively, the “Parties”).

RECITALS

A. The Authority and Developer entered into a binding agreement dated May 19, 2022 (the “Agreement”) concerning the procedure and requirements for the reimbursement of tax increment revenues for certain eligible expenses related to the redevelopment of qualifying eligible property located at 315 E. Frank Street, all pursuant to an Act 381 Brownfield Plan 315 East Frank Street and as further described in the Agreement and incorporated herein by reference.

B. On May 23, 2022, the Parties entered into a First Amendment to Brownfield Plan Development Agreement, which directed reimbursement payments for certain eligible activities be made directly to a third-party fiduciary.

C. The Agreement limited reimbursement of actual expenses incurred under the Brownfield Plan to \$1,097,777.00, less any approved grants or loans.

D. Developer incurred additional costs for qualifying eligible activities totaling \$90,867.80 relating to geotechnical engineering and Brownfield Plan implementation, which amounts are not subject to reimbursement under any approved grants or loans.

NOW, THEREFORE, in consideration of the terms and conditions contained in the Agreement and this Second Amendment, including its recitals, and the benefits to be derived therefrom, receipt of which is severally acknowledged, the Authority and Developer hereby agree as follows:

Section 1. Amendment to Paragraph 8.4. Paragraph 8.4(a) is amended in its entirety to read as follows:

If EGLE approves the application and awards a grant or loan, or a combination of a grant and loan, the amount of the award will reduce the amount of tax increment revenue the BRA will reimburse the Developer for Eligible Costs as defined at Section 5 of this Agreement in an amount equal to that of the EGLE grant and/or loan. Notwithstanding the preceding sentence, the Parties agree that the Eligible Costs available for reimbursement under the terms and conditions of this Agreement shall also include an additional \$90,867.80 representing Eligible Costs not otherwise subject to

reimbursement under any approved EGLE grant and/or loan associated with the Project.

Section 2. Definitions. All capitalized terms used in this Second Amendment and not defined shall have such definitions as defined in the Agreement.

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

[Signatures on Following Page]

[Signature Page to Second Amendment to Brownfield Plan Development Reimbursement Agreement for 315 E. Frank Street]

The signatories below warrant that they are empowered to enter into this First Amendment.

Dated: _____

**CITY OF KALAMAZOO BROWNFIELD
REDEVELOPMENT AUTHORITY**

By: _____
Lucas Middleton

Its: Vice-Chair

Dated: _____

BOGAN DEVELOPMENTS LLC

By: _____

Name:

Its:

April 3, 2024

Jamie McCarthy
Sustainable Development Coordinator, Brownfield Redevelopment Authority Staff Liaison
City of Kalamazoo Community Planning & Economic Development
245 N Rose St Suite 100
Kalamazoo, MI 49007

Request for Reimbursement
Bogan Developments, 315 E Frank Street Live-Work, Kalamazoo, Michigan

By my signature below, I certify that the expenses described in this Request for Reimbursement for the above-referenced property represent eligible expenses under the Brownfield Redevelopment Financing Act (1996 PA 381), as amended, and that the activities have been performed on the eligible property.

All activities described in the reimbursement request have been completed as described in the Brownfield Plan adopted by the City of Kalamazoo on June 22, 2022. The project involved the redevelopment of a vacant piece of land into 12 apartment units and a community center. The project was also awarded a \$630,000 Michigan Department of Environment, Great Lakes, and Energy (EGLE) grant to conduct assessment and investigation, vapor mitigation design and installation, and transport and disposal of soil activities. The costs included in this Brownfield Plan reimbursement request include some environmental costs and associated soft costs that were not covered by the grant.

It should be noted that the Development and Reimbursement Agreement ("Agreement") dated May 19, 2022, limits the capture to \$1,097,777 less any approved EGLE grant or loan. Therefore, the current agreement limits tax capture to \$467,777.

From November 2022 – November 2023, Bogan Developments funded the completion of environmental response, public infrastructure, site demolition, site preparation, and development of Brownfield Plan and Work Plan activities. A reimbursement request for \$464,496.09 has already been submitted and was approved on January 18, 2024.

Additional eligible activities were conducted including applicable soft costs, geotechnical engineering, and Brownfield Plan implementation costs, totaling \$90,867.80. This amount exceeds the current agreement. The Developer requests an amendment to the agreement in order to consider the entire request. A description of the work activities completed is shown in the enclosed table. Invoices for the eligible activities detailing the work completed are provided. Proof of payment for the invoices is also enclosed, including partial lien waivers and copies of checks.

Reimbursements should be forwarded to: Bogan Developments, LLC
180 E. Water Street, Apt. 6111
Kalamazoo, Michigan 49007

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

Sincerely,



Logan Mulholland
Brownfield Project Analyst

**CITY OF KALAMAZOO BROWNFIELD
REDEVELOPMENT AUTHORITY**

**RESOLUTION APPROVING AND AUTHORIZING REIMBURSEMENT OF
ELIGIBLE ACTIVITIES WITH AVAILABLE TAX INCREMENT REVENUES
PURSUANT TO DEVELOPMENT AND REIMBURSEMENT AGREEMENT**

Boardmember _____, supported by Boardmember _____,
moved the adoption of the following resolution:

WHEREAS:

1. The Authority and Bogan Developments, LLC (the “Developer”) entered into a binding agreement dated May 19, 2022 (the “Agreement”) concerning the procedure and requirements for the reimbursement of available tax increment revenues for certain eligible activities related to the redevelopment of qualifying eligible property located at 315 E. Frank Street, Kalamazoo, Michigan, all pursuant to an Act 381 Brownfield Plan; and
2. On April 3, 2024, as required by the Agreement, the Developer submitted a request for reimbursement of eligible costs, along with a written statement, detailed invoices, and other documentation establishing that it has incurred costs eligible for reimbursement.
3. The Authority, with the assistance of its staff and brownfield consultant, and following a review procedure as set forth in the Agreement, have reviewed the Developer’s request and supporting documentation and has determined that costs in an amount not exceeding \$90,867.80 are eligible for reimbursement.

RESOLVED:

1. That the Department Director Community Planning & Economic Development or his or her designee is hereby authorized and directed to reimburse eligible costs with available tax increment revenues generated from 315 E. Frank Street in an amount not to exceed \$555,363.89, all pursuant to the terms and conditions of the Agreement, and
2. That all resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

YEAS: Boardmembers _____

NAYS: Boardmembers _____

ABSTAIN: Boardmembers _____

ABSENT: Boardmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: May 16, 2024

Kyle Gulau, Secretary

CERTIFICATION

I, the undersigned duly qualified and acting Secretary of the City of Kalamazoo Brownfield Redevelopment Authority, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Directors of the Brownfield Redevelopment Authority at a meeting held on May 16, 2024, and that public notice of said meeting was given pursuant to, and in accordance with, Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: May 16, 2024

Kyle Gulau, Secretary

**Brownfield Request for Cost Reimbursement
for Eligible Activities
Page 1 of 2**

Site Name: Bogan Developments: 315 Frank Street Live Work

Site Address(es): 315 E Frank Street, Kalamazoo, MI 49007

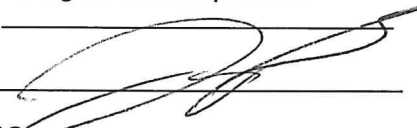
Date: January 30, 2024

List below the total eligible cost(s) by category being submitted for reimbursement. Allowable project-specific eligible activity categories are listed in the executed Development Agreement. Eligible activity categories are defined in Michigan's Brownfield Redevelopment Financing Act (Public Act No. 381 of 1996), as amended.

Eligible Activity Category	Description of Activity	Total Eligible Cost
Response Activities	Soft costs directly related to ENVS activities not covered by EGLE Grant	\$7,289.36
Public Infrastructure	Soft costs directly related to public infrastructure activities	\$51,361.79
Site Demolition	Soft costs directly related to site demolition activities	\$4,092.80
Site Preparation	Geotechnical engineering and soft costs directly related to site preparation activities	\$24,544.35
BF Plan / Work Plan	BF Plan Implementation Costs	\$3,579.50
Total		\$ 90,867.80

**Brownfield Request for Cost Reimbursement
for Eligible Activities
Page 2 of 2**

I certify that the information submitted on and with this Request for Cost Reimbursement is accurate and is an eligible cost described in the Brownfield Plan for this project approved by the Kalamazoo City Commission.

Developer: Bogan Developments
Signature: 
Title: CEO
Address: 801 N Pitcher St
Kalamazoo, MI 49007


Heidi Gartley
Notary Public



Each reimbursement cost item must have documentation that is attached to this request form. This documentation shall include proof of payment, detailed invoices, and unconditional lien waivers.



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: May 16, 2024

SUBJECT: Adoption of a Resolution Approving the Fourth Amendment to the Purchase and Sale Agreement for 508 Harrison Street and Authorizing the Chair to Sign

RECOMMENDATION:

It is recommended the BRA adopt a Resolution approving the Fourth Amendment to the Purchase and Sale Agreement for 508 Harrison Street and authorize the Chair to sign.

BACKGROUND:

BRA and River Caddis Development, LLC ("Purchaser") signed the Third Amendment to Purchase and Sale Agreement in December 2023 extending the closing date on the sale of 508 Harrison to May 31, 2024. The Purchaser is working with the Michigan State Housing Development Authority through the closing process and anticipates closing by July 31, 2024. This Fourth Amendment to Purchase and Sale Agreement ("Fourth Agreement") between BRA and River Caddis Development, LLC modifies the agreement to reflect the new projected closing date.

FISCAL IMPACT:

No fiscal impact is anticipated at this time.

**CITY OF KALAMAZOO BROWNFIELD
REDEVELOPMENT AUTHORITY**

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A
FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT WITH
RIVER CADDIS DEVELOPMENT LLC**

Boardmember _____, supported by Boardmember _____,
moved the adoption of the following resolution:

WHEREAS:

1. Purchaser and Seller are parties to that certain Purchase and Sale Agreement dated effective as of October 19, 2020 (the "Original Agreement"), as amended by that certain First Amendment to Purchase and Sale Agreement dated effective as of July 15, 2021 (the "First Amendment"), and as further amended by that certain Second Amendment to Purchase and Sale Agreement dated effective as of September 23, 2022 (the "Second Amendment"), and as further amended by that certain Third Amendment to Purchase and Sale Agreement dated effective as of December 21, 2023 (the "Third Amendment", and collectively with the Original Agreement, the First Amendment and the Second Amendment, the "Agreement"), whereby Purchaser agreed to purchase from Seller, and Seller agreed to sell to Purchaser, certain real estate located in the City of Kalamazoo, Michigan, and being more particularly described in the Agreement (the "Property"); and
2. Purchaser and Seller desire to extend the Closing Date under the Agreement in accordance with the terms of this Amendment; and

RESOLVED:

1. That the Fourth Amendment to Purchase and Sale Agreement between the Purchaser and the Seller substantially in the form presented at this meeting is approved with such modifications not materially adverse to the Authority, approved as to content by the Community Planning and Economic Development Director and as to form by the Authority's legal counsel; and
2. That the Chairperson of the Board of Directors of the Authority is authorized and directed to execute the approved Agreement for and on behalf of the Authority; and
3. That all resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

YEAS: Boardmembers _____

NAYS: Boardmembers _____

ABSTAIN: Boardmembers _____

ABSENT: Boardmembers _____

RESOLUTION DECLARED ADOPTED.

Dated: May 16, 2024

Kyle Gulau, Secretary

CERTIFICATION

I, the undersigned duly qualified and acting Secretary of the City of Kalamazoo Brownfield Redevelopment Authority, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Board of Directors of the Brownfield Redevelopment Authority at a meeting held on May 16, 2024, and that public notice of said meeting was given pursuant to, and in accordance with, Act 267 of the Public Acts of Michigan of 1976, as amended.

Dated: May 16, 2024

Kyle Gulau, Secretary

FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT

This FOURTH AMENDMENT TO PURCHASE AND SALE AGREEMENT (this “**Amendment**”) is dated effective as of the ____ day of May, 2024 (the “**Effective Date**”), and is between the BROWNFIELD REDEVELOPMENT AUTHORITY OF THE CITY OF KALAMAZOO, having an address of 241 W. South Street, Kalamazoo, Michigan 49007 (“**Seller**”), and RIVER CADDIS DEVELOPMENT, LLC, a Michigan limited liability company, having an address of 4215 Legacy Parkway, Lansing, MI 48911 (“**Purchaser**”).

BACKGROUND

A. Purchaser and Seller are parties to that certain Purchase and Sale Agreement dated effective as of October 19, 2020 (the “**Original Agreement**”), as amended by that certain First Amendment to Purchase and Sale Agreement dated effective as of July 15, 2021 (the “**First Amendment**”), and as further amended by that certain Second Amendment to Purchase and Sale Agreement dated effective as of September 23, 2022 (the “**Second Amendment**”), and as further amended by that certain Third Amendment to Purchase and Sale Agreement dated effective as of December 21, 2023 (the “**Third Amendment**”, and collectively with the Original Agreement, the First Amendment and the Second Amendment, the “**Agreement**”), whereby Purchaser agreed to purchase from Seller, and Seller agreed to sell to Purchaser, certain real estate located in the City of Kalamazoo, Michigan, and being more particularly described in the Agreement (the “**Property**”). All capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Agreement.

B. Purchaser and Seller desire to extend the Closing Date under the Agreement in accordance with the terms of this Amendment.

NOW THEREFORE, in consideration of the covenants and promises found below, which are acknowledged by the parties as sufficient, the Agreement is modified and amended as follows:

1. Closing Date Extension. The first sentence of Section 6 of the Agreement is hereby deleted in its entirety and replaced with the following:

“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 on July 31, 2024 or such earlier date as mutually agreed between Seller and Purchaser (the “**Closing Date**”).”

2. Ratification of Agreements. Except as expressly amended and modified under this Amendment, the parties hereby ratify and affirm the terms and provisions of the Agreement in their entirety.

3. General. The captions and section numbers shall not be considered in any way to affect the interpretation of this Amendment. This Amendment shall be binding upon and inure to

the benefit of the parties hereto, and their respective successors, assigns, heirs and personal representatives. This Amendment shall not be construed without resort to any presumption against the preparer or maker hereof.

4. Counterparts. This Amendment may be executed in several counterparts, each of which shall be deemed an original, and all of such counterparts shall constitute one and the same instrument. Delivery of this Amendment may be accomplished by electronic facsimile reproduction (“**FAX**”) or via electronic mail via .PDF (“**PDF**”); if FAX or PDF delivery is utilized, the original document shall be promptly executed and/or delivered, if requested.

5. Integration Clause. Except as modified or amended by this Amendment, the terms and conditions of the Agreement shall conclude in full force and effect.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to be effective as of the Effective Date.

SELLER:

City of Kalamazoo Brownfield
Redevelopment Authority

By: _____
Name: _____
Its: _____

PURCHASER:

River Caddis Development, LLC,
a Michigan limited liability company

By: _____
Kevin McGraw
Its: Authorized Representative

INTER-OFFICEMEMO

To: James K. Ritsema. ICMA-CM, City Manager

From: Jamie McCarthy, Sustainable Development Coordinator

Date: May 14, 2024

Subject: Selection of a Brownfield Technical Consultant for FY 2024 (Bid Ref: 91843-004.0)

Recommendation

At the regular Brownfield Redevelopment Authority (BRA) meeting on May 16, 2024 the board approved the acceptance of the bid from Fishbeck. With BRA approval, staff recommend the City execute a contract with Fishbeck for consulting services in 2024 in an amount not-to-exceed \$50,000 with an end date of May 31, 2025. The scoring committee used the attached scoring forms to rank all applicants. Fishbeck received the highest score due to their exceptional project experience and qualifications of their key personnel.

Fishbeck has extensive experience with Brownfield projects throughout the state of Michigan, as well as familiarity with redevelopment in the City of Kalamazoo. Their staff capacity to assist with developing Brownfield Plans exceeds performance expectations. The key personnel have experience with site investigations and are knowledgeable of statutes. The scoring committee also recognized that staff and the BRA have been satisfied with Fishbeck's services during the previous contract period.

The committee presented the recommendation to the BRA board to accept the bid of the highest scoring application from Fishbeck for the above-mentioned reasons. The BRA voted to accept the bid and wishes to engage Fishbeck for the services and terms outlined in the RFQ through May 31, 2025 with an option to extend the contract annually for up to four additional years.

Attachment

Scoring Forms



CONTRACT

Department of Management Services

Purchasing Division

241 West South Street

Kalamazoo, MI 49007-4796

Phone: 269.337.8020

Fax: 269.337.8500

www.kalamazoocity.org

purchasing@kalamazoocity.org

REQUEST FOR PROPOSALS (RFP)

The City of Kalamazoo, Michigan is soliciting sealed proposals for:

Project Name: Brownfield Redevelopment Consulting Services

Proposal Reference #: 91843-004.0

RFP ISSUE DATE: March 19, 2024

Number of Copies Required: One (1) original +
One (1) paper copy + One (1) electronic copy
(USB flash drive)

PROPOSAL DUE/OPENING DATE: April 23, 2024 at 3:00 p.m. Local Time (ET)

Electronic Proposals Will Not Be Accepted

MAILING ADDRESS & INSTRUCTIONS

Mail to:

Purchasing Division
241 W. South Street
Kalamazoo, MI 49007

Questions about this RFP should be directed to:

Department Contact: **Heidi Gartley,**
Brownfield Project Assistant at
(269) 226-6595 or gartleyh@kalamazoocity.org

Include on the Envelope the Project Name and Proposal Reference Number (above). All Envelopes Must Be Sealed.

You are invited to submit a proposal for this project. Specifications, terms, conditions and instructions for submitting proposals are contained herein. This Request for Proposals with all pages, documents and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed proposal shall constitute the contract between the City and the successful proposer when approved and accepted on behalf of the City by an authorized official or agent of the City. Please review the proposal document as soon as possible and note the **DEADLINE FOR QUESTIONS** in the Instructions to Proposers.

All proposers shall complete and return the Proposal and Award page(s) and submit all information requested herein in order for a proposal to be responsive. **FAILURE TO DO SO MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.** The proposal document shall be returned in its entirety, in a properly identified and sealed envelope to the Purchasing Division at the above address. **PROPOSALS MUST BE RECEIVED BEFORE THE DUE DATE - LATE PROPOSALS WILL NOT BE CONSIDERED.** The City reserves the right to postpone the proposal opening for its own convenience.

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IV Scope of Work & Spec. Cond.	11 – 16	
V Terms & Conditions	17 – 20	
		Fishbeck Proposal

CITY OF KALAMAZOO – REQUEST FOR PROPOSALS Proposal Reference #: 91843-004.0
Brownfield Redevelopment Consulting Services

STATEMENT OF NO PROPOSAL

NOTE: If you DO NOT intend to bid on this commodity or service, please complete and return this form immediately. Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing Division of the City of Kalamazoo wishes to keep its proposers list file up-to-date. If, for any reason, you cannot supply the commodity/service noted in this proposal solicitation, this form must be completed and returned to remain on the particular proposal list for future projects of this type.

If you do not respond to this inquiry within the time set for the proposal opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this proposal list.

- _____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- _____ Specifications are unclear (explain below).
- _____ We are unable to meet specifications.
- _____ Insufficient time to respond to the Request for Proposal.
- _____ Our schedule would not permit us to perform.
- _____ We are unable to meet bond requirements.
- _____ We are unable to meet insurance requirements.
- _____ We do not offer this product or service.
- _____ Remove us from your proposers list for this commodity or service.
- _____ Other (specify below).

REMARKS:

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____
(if any)

ADDRESS: _____
(Street address) (City) (State) (Zip)

PHONE: _____ FAX: _____

EMAIL: _____

SECTION I - INSTRUCTIONS TO PROPOSERS

1. **EXAMINATION OF PROPOSAL DOCUMENT**-Before submitting a proposal, proposers shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The proposer shall indicate in the proposal the sum to cover the cost of all items included on the proposal form.
2. **PREPARATION OF PROPOSAL**-The proposal shall be legibly prepared in ink or typed. If a unit price or extension already entered by the proposer on the Proposal and Award form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the proposer with ink. The proposal shall be legally signed and the complete address of the proposer given thereon.

All proposals shall be tightly sealed in an envelope plainly marked SEALED PROPOSAL and identified by project name, bid opening date and time. Proposals opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Electronic submittals will not be accepted.

3. **EXPLANATION TO PROPOSERS**-Any binding explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal (RFP) and attachments must be requested in writing, **at least 10 business days before the proposal opening** and with sufficient time allowed for a reply to reach all prospective proposers before the submission of their proposal. Any information given to a prospective proposer concerning the RFP will be furnished to all prospective proposers as an amendment or addendum to the RFP if such information would be prejudicial to uninformed proposers. Receipt of amendments or addenda by a proposer must be acknowledged in the proposal by attachment, or by letter or fax received before the time set for opening of proposals. Oral explanation or instructions given prior to the opening will not be binding.
4. **CASH DISCOUNTS**-Discount offered for payment of less than thirty (30) days will not be considered in evaluating proposals for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the proposal.
5. **WITHDRAWAL OF PROPOSALS**-Proposals may be withdrawn in person by a proposer or authorized representative, provided their identity is made known and a receipt is signed for the proposal, but only if the withdrawal is made prior to the exact time set for receipt of proposal. No proposal may be withdrawn for at least one hundred twenty (120) days after proposal opening.
6. **ALTERNATE PROPOSALS**-Proposers are cautioned that any alternate proposal, unless specifically requested or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this RFP may be considered non-responsive, and at the option of the City, result in rejection of the alternate proposal.
7. **LATE PROPOSALS**-Any proposal received at the office designated herein after the exact time specified for receipt will not be considered. (Note: The City reserves the right to consider proposals that have been determined by the City to be received late due to mishandling by the City after receipt of the proposal and no award has been made.)
8. **UNIT PRICES**-If there is a discrepancy between unit prices and their extension, unit prices shall prevail.

9. PROPOSAL SUBMITTAL- Proposers can submit sealed proposals in one of the following ways:

- 9.1. **Mail your proposal**, to be received before the proposal due date and time indicated in the RFP document, to the City of Kalamazoo at the following address:

City of Kalamazoo
Purchasing Division
241 West South Street
Kalamazoo, MI 49007

- 9.2. **Deliver your proposal to City Hall In-Person** before the proposal due date and time indicated in the RFP document.

- 9.3. **Deliver your proposal to the Treasurer's Office Payment Drop Box** located in the northwest corner of City Hall (see photos below) before the proposal due date and time indicated in the RFP document.



1. Open drop box located at City Hall.



2. Insert SEALED PROPOSAL here.



- 10. PROPOSALS SUBMITTED LIST-** The Purchasing Division makes an effort to post the list of submitted proposals to the City of Kalamazoo website within 24 hours after the proposal due date and time at: <https://www.kalamazoo.org/bidopportunities>. However, in certain cases the posting of the list may extend beyond the 24-hour window.

**SECTION II
PROPOSAL AND AWARD**

The undersigned having become thoroughly familiar with and understanding all of the proposal/contract documents incorporated herein, agrees to provide consulting services as specified herein:

Brownfield Redevelopment Consulting Services

For the first year of the anticipated contract, in tabular form, please provide the following:

DESCRIPTION	COSTS
1. Lump sum round trip travel fee to City of Kalamazoo from the Consultant's office (if any)	\$0
2. Lump sum fee for preparing and attending the BRA's monthly and/or special meetings (assume two-hour duration per meeting)	\$300
3. Lump sum fee for preparing a Brownfield Plan (assume utilizing the BRA's standard plan format)	\$4,000
4. Hourly professional billing rate for the following:	
I. "Key" personnel	\$178
II. Up to two (2) technical staff persons	\$90 \$126
III. Administrative support person	\$90
IV. Graphic designer/CAD staff person	\$136
V. Other (Please describe)	\$95-\$240
5. The percentage markup, if any, on approved subcontractors	10%
6. Other fees/charges (if any)	Please see rate sheet

Price stated shall be firm for the full term of this Contract. All prices and fees must be in U.S. dollars.

Proposer/Contractor has examined and carefully studied the bidding documents and attachments, and acknowledges receipt of the following addenda:

Addendum No: _____

Dated: _____

Proposer shall provide all of the information as requested herein with their proposal. **Failure to do so and/or failure to provide post-proposal requested information may be cause for rejecting the proposal as non-responsive.**

By my signature below, I certify that the firm bidding on this contract, when making hiring decisions, does not use a past criminal conviction as a bar to or preclude a person with a criminal conviction from being considered for employment with the bidding firm unless otherwise precluded by federal or state law. I further certify that I have read and agree to be bound by the provisions of the City's Non-Discrimination Clause found in Appendix A and as updated by City Ordinance 1856.

Signed: David Stegink Name: David Stegink

Title: Vice President/Brownfield Program Manager

Rate Schedule

June 10, 2023

Principal	\$260
Architect Construction Engineer/Manager/Administrator Engineer Estimator Geologist Hydrogeologist Industrial Hygienist Interior Designer Project Manager Scientist Surveyor	
Senior Level	\$162-\$250
Mid Level	\$142-\$162
Staff Level	\$99-\$142
Architectural Specialist Engineering Specialist Environmental Specialist Health & Safety Specialist Operations Specialist Technical Specialist Project Superintendent Survey Specialist	
Senior Level	\$162-\$240
Mid Level	\$118-\$162
Staff Level	\$95-\$118
Technician	
Senior Level	\$126-\$151
Mid Level	\$112-\$126
Staff Level	\$86-\$112
Production Support	\$99
Photocopies	\$0.10/Copy
Mileage/Passenger Vehicles	\$0.70/Mile
Field and Service Vehicles	\$0.95/Mile
Equipment Schedule	Separate Schedule
Expenses and Outside Services	Cost Plus 10%

Compensation to be at one and one-half times the hourly rate for approved overtime.

Invoices are rendered every four weeks and payment is due upon receipt. A service charge of 1% per four-week period is added to accounts unpaid after 28 days from date of billing.

6/2023

QUALIFICATIONS QUESTIONNAIRE

Please answer the following questions completely. You may submit answers on this form or as an attachment to this document, additional information (brochures, illustrations, etc.) will also be used in determining qualifications. If not using this form, please follow its format.

1. Firm name: Fishbeck

 2. Established: Year 1956 State Michigan

 3. Type of organization:
 a. Individual _____ b. Partnership _____
 c. Corporation X d. Other _____

 4. Former firm name(s) if any, and year(s) in business:
Fishbeck, 2020 | Fishbeck, Thompson, Carr & Huber, Inc. (FTCH), 1981 | Fishbeck, Thompson and Carr, Civil Engineering Consultants, Inc., 1975 | Fishbeck and Thompson, Civil Engineering Consultants, Inc., 1967 | Fishbeck and Thompson, 1962 | Ken Fishbeck, Civil Engineering Consultant, 1956

 5. Home office business address and telephone number where work will be performed.
2960 Interstate Parkway, Kalamazoo, Michigan 49048 | 269.342.1100

 6. Branch office(s) if work will be performed there:

 7. Personnel of firm who will be working on this project. Attach resumes of key personnel:

NAME AND TITLE	SPECIALTY	EXPERIENCE YRS	EXPECTED ROLE
David Stegink	Brownfields	38 Yrs	Brownfield Program Manager
Logan Mulholland	Brownfields	2 Yrs	Brownfield Project Analyst
Therese Searles	Brownfields	13 Yrs	Senior Brownfield Specialist

QUALIFICATIONS QUESTIONNAIRE (cont)

8. Total personnel of firm:

a. Professional: 532

b. Non-professional: 102

9. Attach a list of similar projects performed over the last five (5) years. Include: description of professional services provided, project size, contact person and phone number. Projects should demonstrate experience in the types of consulting services you wish to provide.

See next page for answer

10. Identify projects in Item 9 which most closely match the work required by the City.

All project examples in item #9 match closely with the work activities desired by the

City of Kalamazoo.

11. Provide your understanding of the project and any special qualifications you bring to this project.

See next page for answer

12. Identify any additional professional consulting service(s) you will utilize to work on this project and their expected role(s).

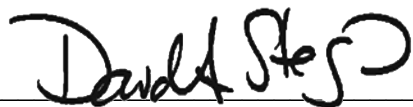
See next page for answer

13. Provide the address for your website.

www.fishbeck.com

I hereby certify that all of the information provided is true and answered to the best of my ability.

Signed:



Name:

David Stegink

Type or Print

Title:

Vice President/Brownfield Program Manager

Date:

04/18/2024

9. Attach a list of similar projects performed over the last five (5) years. Include: description of professional services provided, project size, contact person and phone number. Projects should demonstrate experience in the types of consulting services you wish to provide.

- City of Kalamazoo BRA 2021-2024: Fishbeck provided administrative support to the BRA and City Staff. Work activities included the development of brownfield plans and brownfield plan amendments, review of reimbursement requests, review of work plans, review of applications, coordination and communications with EGLE, MEDC, MSHDA, and City staff as needed, brownfield plan implementation activities including re-working tax increment tracking processes for brownfield plans.
Contact: Jamie McCarthy, mccarthyja@kalamazoocity.org 269.337.8789
- Kalamazoo County BRA: Fishbeck has been under contract with the County BRA since 2012. During this time we have supported the administrative functions of the Authority including the development and implementation of brownfield plans, oversight of EGLE grants and loans, tracking of tax increment revenues, etc. When one of the County employees took maternity leave, we provided direct staffing of the Authority by responding to developer inquiries, preparing board packets, running board meetings, and other activities needed to maintain the functions of the Authority. We were primary authors of U.S. EPA brownfield assessment grant proposals. Using those assessment grant funds, we helped complete numerous assessments of properties across the County resulting in numerous developments. The County BRA has established a sizable Local Brownfield Revolving Fund and we have helped staff and the Authority Board develop policies and best practices for the use of those funds.
Contact: Macy Walters A | mrwalt@kalcounty.com | 269.384.8305
- Jackson County BRA: Fishbeck has been under contract continuously since 2004 with Jackson County, staffed by The Enterprise Group of Jackson. During this time we have helped the Authority secure \$2.1 million from the U.S EPA through a Brownfield Assessment Grant and a Brownfield Revolving Loan Fund Grant. Fishbeck successfully aided numerous development projects using these grants. Notable projects included redevelopment of the State's first prison into a unique housing project (Armory Arts); rehabilitation of several downtown buildings (Commonwealth Associates, Anesthesia Business Consultants, Chamber of Commerce Building, Lean Rocket Lab, and others); directly overseeing demolition of two different 11 story downtown structures to create greenspace, surface parking, and demolition of an old manufacturing site (Acme); and new construction of the American 1 Credit Union Event Center at the County Fairgrounds. Another unique project was helping the community deal with an abandoned tax reverted property which was abandoned with an extensive and dangerous inventory of hazardous wastes. Working in collaboration with the City of Jackson, Jackson County, EGLE, and USEPA we aided the community in successfully getting this property listed on the Superfund National Priorities List (NPL) which brings significant federal resources to address the site that could not be afforded locally. We have helped put into place numerous Brownfield Plans and first put into place our tax increment revenues tracking processes with this client. Fishbeck has helped develop policies, accounting practices, applications, environmental justice initiatives, and community engagement activities that have helped make this Authority extremely successful and impactful to the community.
Contact: Debbie Kelly | dkelly@enterprisegroup.org | 517.788.4330

11. Provide your understanding of the project and any special qualifications you bring to this project.

Fishbeck understands the City of Kalamazoo's existing program has dedicated staff, procedures, Brownfield Plan formats, and an active Authority Board. We view our role as an extension of the existing program, providing support to staff as needed and a technical resource to developers. In this role, we see ourselves as educators and strategists to help developers understand the various incentive programs, qualifying criteria, benefits, timelines, and requirements that they can use to advance their projects. Fishbeck will be a network-builder for developers by using our local, state, and federal relationships to help connect developers to additional resources beyond the City's program. Fishbeck knows how to help developers describe their projects to show the projects' needs, viability, and public benefit, so that developers can garner interest from state and federal resources. We additionally see our role as a quality control manager by authoring documents and reviewing applications, tracking the disbursement of tax increment revenues, tracking grant/loan budgets, reviewing technical documents, and other tasks that sustain the level of success that the City of Kalamazoo's Brownfield Redevelopment Program has achieved. We believe the depth of our experience, expertise, and professional network is second to none.

Fishbeck's experience in managing the "backroom functions" of a Brownfield Redevelopment Authority (BRA) uniquely qualifies us to serve the City of Kalamazoo BRA. We are intricately involved in the collection, disbursement, and tracking of tax increment revenues for several local units of government. We also provide grant and loan management, third-party oversight, and other services to communities. Fishbeck has extensive experience helping communities promote their programs and success stories using our marketing and communications experience to develop social media content, blogs, videos, websites, marketing materials, performance dashboards, etc. We use our experience and creativity to make best practices available to a BRA as they develop or improve policies and processes. We also use our broad knowledge and experience to help BRAs evaluate their role in community building by supporting a community's Strategic Plans, Master Plans, economic development, environmental justice initiatives, and sustainability/climate resiliency programs. We understand the importance of the work conducted by the City of Kalamazoo BRA to the city and region.

12. Identify any additional professional consulting service(s) you will utilize to work on this project and their expected role(s).

We do not intend to subcontract any additional professional consulting services as part of this project. However, as the need arises, Fishbeck's other team members are readily available to bring expertise in environmental engineering, vapor mitigation evaluation and design, remediation/cleanup, stormwater, asbestos, lead or radon surveys and abatement oversight, demolition oversight, wetlands and endangered species surveys, and other environmental and engineering needs. Whether tasked directly by the City BRA to complete these services or in a technical review capacity related to other developer consultants' submittals to the BRA, Fishbeck has the expertise to support the City of Kalamazoo BRA staff.

**CITY OF KALAMAZOO
LOCAL PREFERENCE POLICY AND CERTIFICATION
PROFESSIONAL SERVICES**

When evaluating the qualifications of the responses received for professional service contracts, the location of Kalamazoo County professional firms will be given additional consideration. The City of Kalamazoo is the sole determiner whether a professional firm qualifies as a Kalamazoo County firm and the ranking of its qualifications as compared to the qualifications of the other professional firms being considered.

During the qualifications evaluation process, an additional weight of approximately two percent will be added to the qualifications of Kalamazoo County professional firms in recognition of the positive economic impact resulting from contracting with them. This weight is given over and above any score already given for location of the firm as it relates to increased efficiency and effectiveness as a result of the proximity of the firm to the City. It is understood, however, that due to the subjective nature of the qualifications evaluation process, and the number and weight of all criteria used, it is impossible to apply a precise, numerical local preference score to those proposals.

To qualify as a Kalamazoo County professional firm, the business must meet both the following criteria:

1. Have a physical presence in Kalamazoo County by maintaining a permanent office in Kalamazoo County and with employees working in Kalamazoo County.
2. Have paid real or personal property taxes related to said business to the City of Kalamazoo, County of Kalamazoo or other municipal corporation within Kalamazoo County in the previous tax year, except that a non-profit entity need not meet this requirement.

This local preference policy applies only to purchases for professional services that are over \$25,000. If more than 50% of the contract is sub-contracted to firms located outside of Kalamazoo County that proposal does not qualify for the local preference policy outlined above. The local preference policy will not apply if prohibited by law. The Purchasing Manager has the authority to make final determination if the bidder qualifies as a Kalamazoo County bidder as set forth herein. The Purchasing Manager may take into account the permanency of the business in Kalamazoo, and whether the business appears to be claiming to be a Kalamazoo County business solely or primarily to qualify as a Kalamazoo County business under this Resolution, and any other material factors.

CERTIFICATION

If you qualify as a Kalamazoo County professional firm and wish to be considered for the local preference provisions as provided above please certify that fact by providing the information requested below and attesting to its accuracy.

Firm Name: Fishbeck

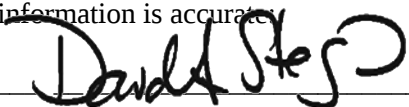
Street Address of Business: 2960 Interstate Parkway

City, State, and Zip Code: Kalamazoo, Michigan 49048

Number of employees working in Kalamazoo County: 47

Name the city or township to which business real and/or personal property taxes are paid or provide non-profit status:

The above information is accurate

Signature: 

Date: 04/18/2024

Title: Vice President/Brownfield Program Manager

CITY OF KALAMAZOO EX-OFFENDER POLICY CHECKLIST

As part of the City's commitment to reducing unacceptable poverty, encouraging rehabilitation, reducing recidivism and strengthening families in Kalamazoo, the City has updated its Purchasing Policy to ensure that firms with whom the City does business share in this commitment by utilizing hiring practices that do not unfairly deny people with arrest and conviction records gainful employment. *(Important: This requirement also extends to any subcontractors the bidder intends to use to fulfill the contract for goods or services being sought from the City.)*

Part I: Proof that the bidder does not inquire about an individual's past arrest or criminal history on the bidder's employment application form

- ☒ Attach a copy of the current application for employment being used by the bidder

Part II: Certification that the bidder does not use an individual's past arrest or criminal history to unlawfully discriminate against them by checking *one or more* of the following:

- ☐ That pursuant to federal or state law bidder is precluded from hiring persons with certain criminal records from holding particular positions or engaging in certain occupations by providing a cite to the applicable statute or regulation; if checking this box, provide a citation to the applicable statute or rule upon which the bidder is relying: _____
- ☒ That bidder conducts criminal history background checks only as necessary, and only after making a conditional offer of employment; that any withdrawal of an offer of employment to an individual because of a past criminal history is job-related and consistent with business necessity after the individual has been provided an individualized assessment opportunity to review and challenge or supplement the history of past criminal conduct being relied upon by the bidder;
- ☒ That the use by bidder of criminal history background checks complies with the U.S. Equal Employment Opportunity Commission's Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions and that the bidder has not had a determination rendered against it in past 7 years that it discriminated against a person through the use of an individual's arrest or criminal history

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

4.18.24
Date

K S D
Signature

Karen S. Van Drie
Printed Name

VP/HR Director
Position

November 2017

Senior Talent Acquisition Specialist
Grand Rapids, MI

Thank you for your interest. Please complete the fields below and click "Submit".

★ Apply with a Resume

Upload a text, word or pdf file by clicking a link below, or drag and drop into this box.

[Choose a File](#) [Google Drive](#) [Dropbox](#)

Personal Information

★ First Name

★ Last Name

★ Email

Attachments

Cover Letter
[Choose a file to upload](#)

Other Documents (Portfolio, Writing Sample, etc.)
[Choose a file to upload](#)

Contact Information

★ Mobile Phone

Alternative Phone

★ Country

United States ▼

★ Address

★ City

★ State

Please Select ▼

★ Postal Code

General Information

★ Are you 18 years or age or older?

☐ Yes

☐ No

Work Authorization

Please Select an Option ▼

Will you now or in the future require sponsorship for employment VISA status?

☐ Yes

☐ No

Are you willing to travel if the position requires?

☐ Yes

☐ No

Do you have a valid Drivers License?

☐ Yes

☐ No

Have you ever worked for this company before?

☐ Yes

☐ No

If yes, please give dates and position:

How did you hear about this opportunity?

If referred by a current employee, please give employee name:

Are you related to any person currently employed at this company?

☐ Yes

☐ No

If yes, please explain:

★ Are you applying for:

☐ Full-Time

☐ Part-Time

- ☐ Temporary
☐ Internship

★ Desired Compensation

USD - \$ ▼

0.00

Yearly ▼

Available Start Date

mm/dd/yyyy

Employment History

Please provide the following requested information regarding your employment history: Include military service assignments and volunteer activities. You may exclude organization names that include race, color, religion, gender, national origin, ancestry, age, disability or other protected status.

★ Are you currently employed?

- ☐ Yes
☐ No

Current or Most Recent Employer

Job Title

Employer Name

Country

United States ▼

City

State or Province

Please Select ▼

Currently Employed?

- ☐ This is my current employer

Start Date

mm/dd/yyyy

End Date

mm/dd/yyyy

Reason for leaving

- ☐ Terminated
☐ Promoted
☐ Resigned
☐ Laid Off
☐ Currently Employed

Explanation

Rate of Pay

Direct Supervisor

Company Phone

OK to contact?

☐ Yes☐ No**2nd Previous Employer**

Job Title

Employer Name

Country

City

State or Province

Currently Employed?

☐ This is my current employer

Start Date

End Date

Reason for leaving

☐ Terminated☐ Promoted☐ Resigned☐ Laid Off☐ Currently Employed

Explanation

Rate of Pay

Direct Supervisor

Company Phone

(ddd) ddd-dddd

OK to contact?

- ☐ Yes
- ☐ No

3rd Previous Employer

Job Title

Employer Name

Country

United States

City

State or Province

Please Select

Currently Employed?

- ☐ This is my current employer

Start Date

mm/dd/yyyy

End Date

mm/dd/yyyy

Reason for leaving

- ☐ Terminated
- ☐ Promoted
- ☐ Resigned
- ☐ Laid Off
- ☐ Currently Employed

Explanation

Rate of Pay

Direct Supervisor

Company Phone

(ddd) ddd-dddd

OK to contact?

- ☐ Yes
- ☐ No

Education/Training

High School

★ Name of School

★ Graduate or GED?

- ☐ Yes
- ☐ No

College or University

Name of School

City and State

Major

Degree

Graduate?

- ☐ Yes
- ☐ No

Graduate School

Name of School

City and State

Major

Degree

Graduate?

☐ Yes

☐ No

Trade / Other School

Name of School

City and State

Major

Degree

Graduate?

☐ Yes

☐ No

Please list any languages that you are proficient or fluent in:

Please list any Professional License / Certifications Type (i.e. CPA, PE, PLS, RA, Other)

Please provide Professional License / Certification Details:
State Issued, Date Rec'd/Expected;; Status: Current?

List professional, trade, business, or civic activities and offices held.

REFERENCES

Please list up to three professional references.

1st Reference

First Name

Last Name

Email

Phone

(ddd) ddd-dddd

Employer Name

Relationship

Years Known

2nd Reference

First Name

Last Name

Email

Phone

(ddd) ddd-dddd

Employer Name

Relationship

Years Known

3rd Reference

First Name

Last Name

Email

Phone

Employer Name

Relationship

Years Known

Applicant's Statement

I certify that my answers to all questions are true and correct without any consequential omissions of any kind whatsoever. I understand that if I am employed, any false, misleading or otherwise incorrect statements made on this application or during the pre-employment process may disqualify me from further consideration for employment or may be grounds for my immediate termination.

I acknowledge Fishbecks employment process includes a background screen that may include criminal history, motor vehicle record, employment verification, and reference checks.

★ Acceptance

☐ I have read and agree to this statement

★ Signature

Date:

Comments

Privacy Policy Acknowledgement

By checking this box, you acknowledge and consent to terms of [the privacy policy](#) which applies to the applicant tracking service being offered by Paycor on behalf of Fishbeck. The privacy policy offers an explanation of how and why your data will be collected, how it will be used and disclosed, how it will be retained and secured, and what legal rights are associated with that data (including the rights of access, correction, and deletion). The policy also describes legal and contractual limitations on these rights. The specific rights and obligations of individuals living and working in different areas may vary by jurisdiction.

★ Acceptance

☐ I have read and agree to this statement

SUBMIT

[Go back to the job list](#)

Imagine working for a firm where your personal growth and professional development are top priorities. Imagine a place where enthusiasm, creativity, and integrity are just a few of the core values. Imagine working alongside a dynamic, diverse group of peers while learning from the industry's leading experts.

SHARE JOB

 (<https://www.facebook.com/sharer/sharer.php?u=https://fishbeck.com/index.php/careers/current-opportunities>)  (<http://www.linkedin.com/shareArticle?mini=true&url=https://fishbeck.com/index.php/careers/current-opportunities&summary=some%20summary%20if%20you%20want&source=stackoverflow.com>)  ([mailto:?subject= Imagine yourself at Fishbeck.&body=https://fishbeck.com/index.php/careers/current-opportunities](mailto:?subject=Imagine%20yourself%20at%20Fishbeck.&body=https://fishbeck.com/index.php/careers/current-opportunities))

BENEFITS OF WORKING AT FISHBECK

Live well, work well, be well. Fishbeck believes in the benefits of a corporate wellness program and has woven it into our culture. We have been recognized over the years for best practices in work-life balance, diversity and multiculturalism, employee communication and recognition, education and development, and community initiatives.

We are a team at Fishbeck and want to keep our staff happy and healthy. We offer premium benefits to keep you and your family at your best,

because we truly believe in the benefit of being well.

BENEFITS



Insurance

- Health, Dental, Optical, Life, and AD&D Insurance
- Telemedicine Coverage
- Short and Long-Term Disability Insurance
- Long-Term Care Insurance
- Health Savings Account
- Flexible Spending Account
- LifeLock



Equity

- 401(k)/ROTH Retirement Plan
- Profit Sharing
- Employee Ownership Opportunities
- Bonus Potential



Education

- Professional/Technical Membership Support
- Technical and Leadership Training
- Health and Safety Training
- Customized Orientation
- Mentoring
- Tuition Assistance



Wellness

- Employee Assistance Program
- Wellness Challenges
- Wellness Activity Reimbursement
- CPR/First Aid/AED Training



Time away

- Paid Vacation, Holidays, and Medical Absence Time
- Paid Volunteer Time
- Parental Leave

CITY OF KALAMAZOO – REQUEST FOR PROPOSALS

Brownfield Redevelopment Consulting Services

Page 8

Proposal Reference #: 91843-004.0

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this proposal which will become a binding contract if accepted by the City of Kalamazoo. I hereby state that I have not communicated with nor otherwise colluded with any other proposer, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of Kalamazoo that would tend to destroy or hinder free competition.

The firm's identification information provided will be used by the City for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): [REDACTED]Remittance Address: 1515 Arboretum Drive S.E., Grand Rapids, MI 49546Financial Contact Name: Aaron Steele, CPA Financial Contact Phone Number: 616.464.3705Financial Contact Email Address: arsteele@fishbeck.com

I hereby state that I have read, understand and agree to be bound by all terms and conditions of this proposal document.

SIGNED: NAME: David Stegink

(Type or Print)

TITLE: Vice President/Brownfield Program Manager DATE: 04/18/2024FIRM NAME: Fishbeck

(if any)

ADDRESS: 2960 Interstate Parkway, Kalamazoo, Michigan 49048 | 269.342.1100

(Street address)

(City)

(State)

(Zip)

PHONE: 269.342.1100FAX: 616.575.8155EMAIL ADDRESS: dstegink@fishbeck.com**FOR CITY USE ONLY - DO NOT WRITE BELOW**

Proposal accepted at the prices stated herein for a total contract not to exceed \$50,000.00.

Contract expires 5/31/2025.

APPROVED BY: _____

Jeffrey Chamberlain, AICP

TITLE: Deputy City Manager

DATE: _____

SECTION III INDEMNITY AND INSURANCE

Contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Kalamazoo within ten (10) days of the Notice of Award. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included and (E) XCU coverage if the nature of the contract requires XC or U work.

Automobile Liability in accordance with all applicable statutes of the State of Michigan, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The City of Kalamazoo, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the City of Kalamazoo as additional insured, coverage afforded is considered to be primary and any other insurance the City of Kalamazoo may have in effect shall be considered secondary and/or excess.

To the fullest extent permitted by law the Contractor agrees to pay on behalf of, indemnify, and hold harmless the City of Kalamazoo, its elected and appointed officials, and employees against any claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Kalamazoo, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, caused in whole or part by any negligent act or omission by the Contractor, its employees, agents, or officers which arises out of, or is in any way connected or associated with, this contract.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, or ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Kalamazoo, Purchasing Division, 241 W. South Street, Kalamazoo, MI 49007.

Proof of Insurance Coverage: The Contractor shall provide the City of Kalamazoo at the time that the contracts are returned by him/her for execution, or within 10 days of Notice of Award, whichever is earlier, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

INDEMNITY AND INSURANCE***Continued***

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to City of Kalamazoo at least ten (10) days prior to the expiration date.

Scope of Coverage: The above requirements and conditions shall not be interpreted to limit the liability of the Contractor under this Contract, but shall be interpreted to provide the greatest benefit to the City and its officers and employees. The above listed coverages shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed. It shall be the Contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.

SPECIAL INSURANCE REQUIREMENTS

The selected Consultant/Professional Firm shall provide insurance coverage as follows:

- A. Comprehensive professional (errors and omissions) liability insurance with limits no less than \$1,000,000 aggregate which shall insure against acts which are in the nature of professional services. If a contract is entered into, the Firm shall maintain such insurance during the life of the contract.

SECTION IV
SCOPE OF WORK & SPECIAL CONDITIONS

1. INTRODUCTION/OBJECTIVE

The Brownfield Redevelopment Authority (BRA) is seeking qualifications and cost proposals from Consultants to provide Brownfield and related Brownfield redevelopment technical and consulting services to the BRA. The selected Consultant will work with City staff by providing technical services related to redevelopment of brownfield-qualified properties as outlined in Section IV, 3. Scope of Work below. The BRA is seeking a qualified consultant to provide services that balance the best interests of the City regarding legal capture with the City's Master Plan and the developer's goals.

2. CONTRACT PERIOD AND EXTENSIONS

The contract shall be in effect for a one (1)-year period commencing on Consultant's receipt of Notice to Proceed from the City and continuing through **May 31, 2025**.

The City may opt to extend the contract for up to four (4) additional one (1)-year periods. All extensions shall be upon mutual agreement of both parties and made in writing.

3. SCOPE OF WORK

The Brownfield redevelopment technical consulting services to the BRA solicited under this RFP include, but are not limited to, the following:

- 3.1. Assist prospective developers with completing the BRA's Brownfield Redevelopment Application(s), supplemental forms, and other documents and assist in evaluating such applications and pro formas on behalf of the BRA in collaboration with City staff.
- 3.2. Work with prospective developers to draft new Brownfield Plans and/or review, evaluate, and amend existing Brownfield Plans and related documents in collaboration with staff. Related documents include but are not limited to: developing tax capture and reimbursement schedules or models using standard State formats, evaluating eligible activities and creating related tables, and working with the City Assessor's Office on projections for future taxable value.
- 3.3. Review of Brownfield Applications, Act 381 Work Plans, Development & Reimbursement Agreements, and related documents prepared on behalf of the BRA by staff, legal counsel, and/or applicants and their third-party consultants.
- 3.4. Assist staff and prepare supplemental materials to provide support in the following meetings: and monthly board meetings of the BRA (including up to two monthly committee meetings), Michigan Department of Environment, Great Lakes and Energy ("EGLE"), Michigan Economic Development Corporation ("MEDC") and Michigan Strategic Fund ("MSF") when considering and acting on Brownfield Plans, Act 381 Work Plans, Development & Reimbursement Agreements, grants or loans, and other funding inquiries.

SCOPE OF WORK (cont.)

- 3.5. Assist prospective developers and staff in pursuing funding, technical assistance, and incentives through Federal, State and local agencies and programs, including but not limited to US Environmental Protection Agency (“EPA”), Michigan State Housing Development Authority (“MSHDA”), Michigan Department of Treasury, MEDC, EGLE, Local Development Authorities (“DDA”), and others as needed.
- 3.6. Assist staff in data tracking for all Brownfield projects to meet State reporting requirements, including but not limited to: (1) annual reporting for BRA activities, (2) Brownfield TIF capture & reimbursements, and (3) related functions as requested by the BRA and staff.
- 3.7. Provide all other Brownfield redevelopment consulting services as requested by the BRA and staff.

4. PROPOSAL REQUIREMENTS

Proposals should demonstrate the qualifications, experience, service level, cost of services, competence, and capacity of the Consultant. The BRA considers qualified Consultants to be those that demonstrate the appropriate experience, capability, knowledge and financial ability to implement the Scope of Work outlined in Section IV.3 above. As part of the BRA’s determination regarding a proposer’s qualifications, the BRA will review and analyze the experience and qualifications of the proposer as a whole, placing emphasis on the individual (“key” personnel) who will provide the bulk of the Brownfield redevelopment consulting services outlined in Section IV.3 – Scope of Work. Each statement of qualifications must address all the points outlined below:

4.1. Firm Overview:

- 4.1.1. Full name and address of the firm with a short description of the firm. Include a description of the business organization, year established, federal ID number, Michigan tax ID number, the firm’s legal formation (e.g. corporation, sole proprietor, etc.) and state of incorporation, if applicable. List the firm’s officers (up to three). Page limit for this section is two (2) pages.
- 4.1.2. List the location and address of the firm’s office that will provide the Brownfield redevelopment services to the BRA, and where the “Key” personnel is located.
- 4.1.3. Provide a list of firm’s primary services. Provide a list of the firm’s Brownfield redevelopment services (if different than primary services). Page limit for this section is one (1) page.

4.2. Qualifications:

- 4.2.1. Provide resume for the “Key” personnel. The BRA anticipates that the “Key” personnel is the individual who will be the contact with the BRA and City staff, and who will provide the vast majority of the consulting services listed in the Scope of Work. Resume and/or narrative response shall provide, at a minimum,

“Key” personnel education degree(s), institution(s) issuing the degrees, and year(s) received; certifications and registrations; years and position(s) with the company; years with other firms and firm names; types of services “Key” individual is qualified to perform; demonstration of the familiarity of “Key” individual with services required for this project; recent experience of “Key” individual and his/her roles in similar projects; recent experience of the “Key” personnel with other redevelopment programs/incentives (OPRA, NEZ, HRTC, LIHTC, etc.) not specifically listed in the Scope of Work. Response shall be limited to not more than four (4) pages.

4.2.2. Provide resumes for not more than two (2) staff persons who may assist the “Key” personnel with performing services listed in Section IV.3 above. Resume and/or narrative response shall provide, at a minimum, education degree(s), institution(s) issuing the degrees, and year(s) received; certifications and registrations; years and position(s) with the company; years with other firms and firm names; types of services the staff persons are qualified to perform; demonstration of the familiarity of the staff persons with services required for this project; recent experience of staff persons and their roles in similar projects. Response shall be limited to not more than four (4) pages.

4.2.3. Please demonstrate the previous experience of the “Key” personnel with descriptions of five (5) similar projects completed or in progress with governmental entities within the past five (5) years. For each such project provide a one (1) or two (2) page summary that includes: i. Project name and location. ii. Client name; specify entity or department. iii. Short project description. iv. Role of “key” personnel. v. List of services provided. vi. Client contact information (name, title, phone number, email address).

4.2.4. Describe what additional “value added services” your firm can provide. Page limit for this section is one (1) page.

4.2.5. List the key differentiators for your firm. What factors distinguish your firm from your competitors? Page limit for this section is one (1) page.

4.3. References:

BRA reviewers may solicit references from some or all client contacts provided with previous experience examples above.

4.4. Compensation \ Fees:

For the first year of the anticipated contract, in tabular form, please provide the following:

4.4.1. Travel fee to City of Kalamazoo from the Consultant’s office (if any).

PROPOSAL REQUIREMENTS (cont.)

4.4.2. Lump sum fee for preparing and attending the BRA’s monthly and/or special meetings (assume two-hour duration per meeting); item 3.4 in Section IV.3. – Scope of Work.

4.4.3. Lump sum fee for preparing a Brownfield Plan (assume utilizing the BRA’s standard plan format); item 3.2 in Section IV.3. – Scope of Work.

4.4.4. Hourly professional billing rate for the following:

- I. “Key” personnel.
- II. Up to two (2) technical staff persons.
- III. Administrative support person.
- IV. Graphic designer/CAD staff person.
- V. Other (Please describe)

4.4.5. The percentage markup, if any, on approved subcontractors.

4.4.6. Other fees/charges (if any).

Keep in mind that the City and BRA anticipate the level of services/effort required for this contract will not exceed \$50,000.00 yearly.

4.5. Conflict of Interest:

Disclose any conflicts or perceived conflicts of interest. Identify what procedures your firm utilizes to identify and resolve conflicts of interest.

4.6. Copies of any and all relevant license/registration numbers.

5. EVALUATION CRITERIA

Proposals will be evaluated by City staff and BRA reviewers based upon the responsiveness of the proposal to this RFP. All proposals will be evaluated using the criteria listed below. Points listed represent the maximum points available in each evaluation area:

- 5.1. Project Experience (30 Points)
- 5.2. Experience of Key Personnel (30 Points)
- 5.3. Qualifications of Key Personnel (10 Points)
- 5.4. Capacity of Consultant (30 Points)
- 5.5. Cost (30 Points)
- 5.6. Local Community Knowledge (50 Points)

6. SELECTION CRITERIA

The City of Kalamazoo and BRA reviewers shall conduct a formal evaluation to determine the best qualified respondent meeting the City’s needs. This evaluation shall be based on the Evaluation Criteria.

SELECTION CRITERIA (cont.)

No rating or evaluation under the terms of this RFP shall be construed as a guarantee or promise of a contract and no such contract shall be binding on the City absent approval through the City's approval process.

The requested information is intended to provide information that will assist the BRA in the selection of the most qualified, competent, experienced, responsive, and economical Consultant, who will best serve the needs of the BRA. During the evaluation process, where it may serve its best interest, the BRA through the City Purchasing Division reserves the right to request additional information or clarifications from proposers, to reject any or all proposals or unauthorized modifications, to allow corrections of errors or omissions, or to waive irregularities. A selection committee will evaluate the proposals based upon the proposal requirements/selection criteria. After a review of the written proposals, selected firms may also be asked to make a presentation or field follow-up questions. The BRA will choose the proposal(s) that best fits its needs. The BRA is not obligated to award the contract based on cost alone. The selected firm will be required to enter into a written agreement with the City of Kalamazoo BRA that will detail the specifics of the relationship and include scope of work, compensation, insurance requirements and other matters. This agreement is anticipated to be for one year with an option to extend for an additional four (4) years. If an agreement cannot be reached, the BRA reserves the right to render the proposal invalid and may award the contract to another qualified proposer in its sole discretion.

This RFP does not commit the City of Kalamazoo to pay for direct or indirect costs incurred in the preparation and/or presentation of a response. All finalists will pay their own costs incurred in preparing for, traveling to and attending interviews. The City of Kalamazoo reserves the right to accept or reject any or all proposals in part or in its (their) entirety.

The City and BRA reserve the right to make an award without further discussion of the submittal with the offeror. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.

7. POST PROPOSAL INFORMATION

After review of proposals, the City may request further information or clarifications. Requested information shall be provided by the respondent either in writing or by oral presentation, at no cost to the City.

8. TIMELINE

The proposed timeline for the BRA RFP is as follows:

- March 19, 2024 RFP Issued
- April 8, 2024 Questions/Inquiries Due
- April 15, 2024 Question Responses Delivered By
- April 23, 2024 Proposal Due Date
- April 24 – May 8, 2024 Review Responses
- May 16, 2024 BRA Board Consideration

9. CHANGES AND ADDENDA TO PROPOSAL DOCUMENTS

Each change or addendum issued in relation to this RFP will be posted on the City's website at <https://www.kalamazoocity.org/bidopportunities>. It shall be the proposer's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all proposers shall be bound by such changes or addenda. If you have already submitted your proposal, acknowledge receipt and acceptance of addenda by signing in the place provided and returning them to the Purchasing Division and they shall be incorporated in your proposal. Please identify your return envelope with the proposal reference number and project description.

10. ECONOMY OF PREPARATION

Each proposal should be prepared simply and economically providing a straightforward concise description of the proposer's ability to meet the requirements of the RFP. Decorative bindings, colored displays, promotional material, etc., are discouraged and they may result in loss of evaluation credit. Emphasis should be on completeness and clarity of the contents.

11. PAYMENT DEFAULT

No bid or proposal shall be accepted from any party (contractor) who is in default on the payment of taxes, licenses or other monies due to the City of Kalamazoo.

12. CONFLICT OF INTEREST

Submitting firms shall notify the City of any potential conflicts of interest in their proposal submittal.

13. ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall assure that the designated project team, including sub-consultants (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the City and BRA.

14. QUESTIONS

Questions regarding the scope of work of this project may be addressed to Heidi Gartley, Brownfield Project Assistant at (269) 226-6595 or gartleyh@kalamazoocity.org. Questions relative to general proposal requirements may be addressed to Craig Hull, Senior Buyer at (269) 337-8444. This does not relieve the proposers, however, from the requirements of Item 3, Page 1.

Any interpretation to a proposer regarding the RFP or any part thereof is valid only if given by the BRA's listed contact. Any information given by other sources is unofficial. Interpretations may or may not be given orally and may be written depending on the nature of the inquiry. Interpretations that could affect other proposers will be in writing and issued by the BRA designated contact. All inquiries shall be made within reasonable time prior to the stated deadline in order that a written response in the form of an addendum, if required, can be processed before proposals are opened. Inquiries received that are not made in a timely fashion may or may not be considered.

**SECTION V
TERMS AND CONDITIONS**

1. AWARD OF CONTRACT

- A. The contract will be awarded to that responsible proposer whose proposal, conforming to this solicitation, will be most advantageous to the City according to the criteria outlined herein. The City reserves the right to accept or reject any or all proposals and waive informalities and minor irregularities in proposals received.
- B. Notification of award will be in writing by the Purchasing Manager. Upon notification, the Consultant/ Professional Firm (hereinafter Firm) shall submit to the Purchasing Division all required insurance certificates and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the City, the Purchasing Manager will forward to the Firm a written **NOTICE TO PROCEED**. Work shall **NOT** be started until such **NOTICE TO PROCEED** is received by the Firm.
- C. Unilateral changes in proposal prices by the proposer shall not be allowed. However, the City, at its sole option, reserves the right to negotiate with proposers.

2. REQUEST FOR PROPOSAL AS CONTRACT

Should modifications (after proposal opening) NOT be necessary; this Request for Proposal (RFP) together with its addenda, amendments, attachments and modifications will be executed as the contract. In the event modifications of any nature do occur, a separate agreement shall be negotiated containing mutually agreeable terms and conditions from this Request for Proposal and any addenda.

3. SUBCONTRACTORS – NON-ASSIGNMENT

Proposers shall state in writing any and all sub-contractors to be associated with this proposal, including the type of work to be performed. The Firm shall cooperate with the City of Kalamazoo in meeting its commitments and goals with regard to maximum utilization of minority and women-owned business enterprises.

The Firm hereby agrees and understands that the contract resulting from this proposal shall not be transferred, assigned or sublet without prior written consent of the City of Kalamazoo.

4. TAXES

The City of Kalamazoo is exempt from all federal excise tax and state sales and use taxes.

5. INVOICING

All original invoice(s) will be sent to the Financial Services Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at apinvoice@kalamazoocity.org. The Finance Division processes payments after receipt of an original invoice from the Firm and approval by the department. The City of Kalamazoo's policy is to pay invoice(s) within 30 days from the receipt of the original invoice, if the services or supplies are satisfactory and the proper paperwork and procedures have been followed. In order to guarantee payment to the vendor on a timely basis, the vendor needs to receive a purchase order number before supplying the City of Kalamazoo

with goods or services. All original, and copies of original invoice(s), will clearly state which purchase order they are being billed against.

The City of Kalamazoo is a government municipality and therefore is tax exempt from all sales tax.

The vendor is responsible for supplying the Finance Division with a copy of their W9 if they are providing a service to the City of Kalamazoo.

6. PAYMENTS

Unless otherwise specified by the City in this contract, the Firm will be paid in not more than thirty (30) days after receipt of a properly executed invoice, the sum stipulated herein for supplies delivered and accepted, or service rendered and accepted. Payments are processed by the Management Services Financial Services Division after receipt of an original invoice from the Firm and approval by the department.

7. CHANGES AND/OR CONTRACT MODIFICATIONS

The City reserves the right to increase or decrease quantities, service or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Firm and the City.

Changes of any nature after contract award which reflect an increase or decrease in requirements or costs shall not be permitted without prior approval by the Purchasing Agent. City Commission approval may also be required.

ANY CHANGES PERFORMED IN ADVANCE OF PURCHASING AGENT APPROVAL MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.

8. LAWS, ORDINANCES AND REGULATIONS

The Firm shall keep itself fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. Firm and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the Firm.

This contract shall be governed by the laws of the State of Michigan.

9. RIGHT TO AUDIT

The City or its designee shall be entitled to audit all of the Firm's records, and shall be allowed to interview any of the Firm's employees, throughout the term of this contract and for a period of three years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

- A. Firm's compliance with contract requirements,
- B. Compliance with provisions for pricing change orders, invoices or claims submitted by the Firm or any of their payees.

10. HOLD HARMLESS

If the negligent acts or omissions of the Firm/Vendor or its employees, agents or officers, cause injury to person or property, the Firm/Vendor shall indemnify and save harmless the City of Kalamazoo, its agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

11. DEFAULT

The City may at any time, by written notice to the Firm, terminate this contract and the Firm's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
- B. Failure to perform the services within the time specified herein, or any extension thereof.
- C. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- D. Failure to perform in compliance with any provision of the contract.
- E. **Standard of Performance** - Firm guarantees to perform the services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if the specifications calls for higher standards, then such higher standards shall be provided.

Upon notice by the City of the Firm's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, the Firm shall immediately remedy said defective performance in a manner acceptable to the City. Should the Firm fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the City.

In the event of any breach of this contract by the Firm, the Firm shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such services with another Firm.

The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Firm is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the City may bar the Firm from being awarded any future City contracts.

- F. All remedies available to the City herein are cumulative and the election of one remedy by the City shall not be a waiver of any other remedy available to the City, either listed in this contract or available by operation of law.

12. INDEPENDENT CONTRACTOR

At all times the Firm, any of its employees, or its sub-contractors, and their subsequent employees shall be considered independent contractors and not as City employees. The Firm shall exercise all supervisory control and general control over all workers' duties, payment of wages to Firm's employees and the right to hire, fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Firm or its employees be entitled to City paid sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

13. MEETINGS

The Firm and/or Project Supervisor shall be available to meet with the Department Head or Project Manager at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed five (5) working days after the request; and, if in the sole opinion of the Department Head, the severity of the circumstance warrants, no more than one (1) working day.

14. CITY'S RESPONSIBILITIES

The City agrees to provide full, reliable information regarding its requirements for the services to be provided. In addition, the City agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to this agreement as may be required from time to time, to be provided by the City for the performance of the Firm's work.

15. TERMINATION

This Agreement may be terminated by either the City or the Firm by giving written notice at least thirty (30) days prior to the date of termination.

- A. In the event of such termination by the Firm, the City, together with any other remedies which are legally available, may withhold any subsequent payment due under this agreement until such time as the services required to be performed under this Agreement have been completed by the City or another firm. In the event that the City incurs additional expenses caused directly or indirectly by the termination of this Agreement, together with such other remedies as are legally available, the City shall be entitled to deduct such expenses from any unpaid amount due to the Firm under this agreement.
- B. In the event of such termination by the City, the City shall pay the Firm for services and reimbursable expenses performed or incurred prior to the termination date plus all costs and expenses directly attributable to such termination for which the Firm is not otherwise compensated.

16. NO WAIVER

Either party's failure to insist on strict performance of any term or condition of the contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

APPENDIX A
NON-DISCRIMINATION CLAUSE FOR ALL CITY OF KALAMAZOO CONTRACTS

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larson Civil Rights Act, Act. No. 453, Public Act of 1976 as amended; the Michigan Handicappers Civil Rights Act, Act No. 220, Public Act of 1976 as amended, City Ordinance 1856 and all other applicable Federal and State laws. The Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability family status, sexual orientation or gender identity that is unrelated to the individuals ability to perform the duties of the particular job or position.
3. If requested by the City, the Contractor shall furnish information regarding practices, policies and programs and employment statistics for the Contractor and subcontractors. The Contractor and subcontractors shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.
4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and City Ordinance 1856.
5. The Contractor will include or incorporate by reference the provisions of the foregoing paragraphs 1 through 4 in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission* and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.
6. The Contractor will not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law. (for contracts over \$25,000)

The Elliott-Larson Civil Rights Act, Sec. 202 of Act. No. 453 of 1976 reads in part as follows:

Sec. 202. (1) An employer shall not:

- (a) Fail or refuse to hire, or recruit, or discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term condition or privilege of employment because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (b) Limit, segregate or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (c) Segregate, classify or otherwise discriminate against a person on the basis of sex with respect to a term, condition or privilege of employment, including a benefit plan or system.

* Except for contracts entered into with parties employing less than three employees.

BROWNFIELD REDEVELOPMENT CONSULTING SERVICES



The City of Kalamazoo

RFP 91843-004.0 | April 23, 2024



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- Signed Proposal and Award Pages
- Resumes
- 2024 Rate Schedule

April 23, 2024

Purchasing Division
Attn: Jamie McCarthy
241 W. South Street
Kalamazoo, MI 49007

Proposal for The City of Kalamazoo Department of Management Services Brownfield Redevelopment Consulting Services

Dear Jamie and Selection Committee:

Fishbeck is proud to present our qualifications to the City of Kalamazoo's Department of Management Services and Brownfield Redevelopment Authority. We have a long history of serving Michigan's communities, including the City of Kalamazoo, as we work together to improve neighborhoods, traditional downtowns, and local economies. Brownfield redevelopment incentives play a pivotal role in these efforts. Fishbeck's capabilities include strong relationships with many State partners including the Michigan Economic Development Corporation, the State Land Bank Authority (we are a preferred vendor), the Michigan Department of Environment, Great Lakes and Energy (we are one of the State's contractors), and others. Our relationships allow us to build collaboration that helps achieve project success.

We view our role beyond the traditional technical services provider. Brownfield redevelopment success requires strategic approaches to create win-win approaches for both communities and developers. Success also requires hard work behind the scenes and we have a strong history of supporting Brownfield Redevelopment Authorities through administrative support, tracking the collection and disbursement of tax increment revenues, ensuring compliance with reporting requirements, and other activities that help authorities maintain compliance and transparency in the work they do.

We understand that the brownfield redevelopment process is largely driven by local decisions and is truly a public-private partnership to benefit the community as a whole. Every community has its own set of priorities for redevelopment. At Fishbeck, we seek to understand the needs and desires of the community with respect to redevelopment efforts and needs. We do so by being physically present in the community; building relationships and listening to their needs. We work to ensure the communities we serve incorporate a strong public involvement and communication process to complement these efforts. Through these efforts, we have a history of successfully implementing projects, creating positive outcomes for the property, developers, and the community. We believe the past three years of service to the Kalamazoo Brownfield Redevelopment Authority has demonstrated our expertise and collaborative nature on a variety of projects, City initiatives, and back-office functions of the Authority.

We are confident the City of Kalamazoo will feel supported and well-served by Fishbeck. We look forward to being of service. Thank you for this opportunity. If you have any questions, please feel free to contact David at dstegink@fishbeck.com or 269.544.6977.

Sincerely,



David Stegink
Vice President/Brownfield Program Manager

Firm Overview

Short Description of Firm

Name of Firm	Fishbeck
Address	2960 Interstate Parkway, Kalamazoo, Michigan 49048
Phone Number	269.342.1100
Website	www.Fishbeck.com
Year Established/State of Incorporation	1956/Michigan
Federal ID Number	38-2880619
Michigan Tax ID Number	1113570
Firm's Legal Formation	C-Corporation
Firm's Officers	Jeff Hawkins and Roman Wilson
"Key" Personnel for City of Kalamazoo BRA Projects	David A. Stegink

Fishbeck is a professional civil engineering, environmental, architectural/engineering, and construction services consulting firm with over 600 people serving governmental, educational, healthcare, commercial, industrial, and private clients. Established in 1956, Fishbeck is a 100-percent employee-owned firm. Our range of services and integrated project approach provides our clients with specifically suited, innovative designs. We are committed to delivering exceptional service, outstanding technical quality, and establishing long-term client relationships.

Repeat services to our clients is Fishbeck's ultimate measurement of client satisfaction. Approximately 90 percent of our annual revenue is derived from repeat clients. This remarkable statistic is directly attributable to the quality service we continually provide to our clients. Our environmental division is a mix of environmental engineers, chemists, biologists, chemical engineers, air quality experts, compliance/regulatory specialists, geologists, hydrogeologists, certified safety professionals, and wetland experts.

Fishbeck is a corporation licensed to operate and practice in the State of Michigan. We are a legal entity permitted by law to sign and seal final design construction contract documents, and licensed under Michigan's professional licensing and regulation provisions of the Occupational Code (State Licensing Law), Act 299 of the Public Acts of 1980, Article 20, as amended, to practice architecture, engineering, environmental engineering, and land surveying services in the State of Michigan.

Location of Firm's Office

Fishbeck's headquarters is located in Grand Rapids, Michigan with 15 offices throughout Michigan, Ohio, and Indiana. Our Kalamazoo office is located at 2960 Interstate Parkway in Kalamazoo, Michigan. From our centrally located office, we effectively and efficiently assist the surrounding communities. The Key personnel for this project work from the Kalamazoo location.

List of Firm's Primary Services

Fishbeck has established itself as a leader in brownfield redevelopment, providing comprehensive project support. Many tools and policy changes have been created that facilitate the development or reuse of contaminated properties. Our team specializes in providing assistance to communities and private developers that utilize these tools and incentives.

FISHBECK BROWNFIELD REDEVELOPMENT SERVICES

Fishbeck's team of environmental professionals will guide you through every step of your brownfield redevelopment project. Engage Fishbeck early in your process to help you make informed choices, protect yourself from liability, and maximize incentives for your redevelopment project.

- Developer incentives support, strategy development, and coordination
- Technical support to Brownfield Redevelopment Authorities, municipalities, and Land Bank Authorities
- Financing strategies
- Grant writing, administration, and tracking
- Environmental investigation and remediation services
- Environmental due diligence
- Underground storage tank/aboveground storage tank management
- Vapor intrusion investigation, assessment, and mitigation
- Ecological services
- Demolition/decommissioning oversight and management
- Lead, asbestos, radon, and hazardous material inspections and surveys

FUNDING STRATEGIES

Fishbeck can assist your community or business with obtaining and leveraging financial support for redevelopment projects. Our team is also equipped to provide grant and loan administration and implementation.

- Tax increment financing tools
- Brownfield Redevelopment Plans and Transformational Brownfield Plans
- Local Brownfield Revolving Funds (LBRF)
- EGLE/MSF Act 381 Work Plans
- EGLE Brownfield Redevelopment Grants and Loans
- MSHDA/HUD programs
- EPA Brownfield Assessment Grants, Cleanup Grants, and Revolving Loan Funds
- MSF Community Revitalization Program
- Other federal, state, and local funding programs



We are ready to join your team. Together, we will develop a plan and find brownfield incentives that will help you realize your vision.

Qualifications

Fishbeck realizes the importance of assigning the right staff members to each project. The team of professionals we assemble is uniquely qualified to provide the full range of professional services necessary to successfully complete the project. The team assigned to your project will be supplemented by additional members of our technical and clerical support staff to ensure efficient project delivery. Resumes for key staff members have been included for your review.

	Name	Role	Office Location
	David Stegink	Key Personnel Brownfield Program Manager	Kalamazoo East
	Logan Mulholland	Key Personnel Support Brownfield Specialist	Kalamazoo East
	Kirk Perschbacher	Primary Point of Contact/Project Manager	Grand Rapids
	Therese Searles	Senior Brownfield Specialist	Kalamazoo East
	Oliva Selby	Brownfield Project Analyst	Grand Rapids
	Trudy Galla	Senior Brownfield Specialist	Traverse City
	Susan Wenzlick	Senior Brownfield Specialist	Traverse City
	Elise Tripp, PWS	Ecological Team Leader	Grand Rapids
	Jeff Hawkins	Senior Advisor	Kalamazoo East
	Roman Wilson	Department Leader	Grand Rapids
	Alisa Lindsay, PE	Senior Environmental Engineer	Kalamazoo East
	Derrick Lingle	Senior Hydrogeologist	Kalamazoo East
	Paul French	Senior Hydrogeologist	Kalamazoo East
	Erik Peterson	Senior Hydrogeologist	Kalamazoo East
	Courtney Dunaj	Hydrogeologist	Kalamazoo East

Key Personnel



David Stegink

VICE PRESIDENT AND BROWNFIELD PROGRAM MANAGER

Years of Experience

31 years — Fishbeck

38 years — total

David graduated from Hope College in Holland, Michigan, with Bachelor of Science degrees in Chemistry and Biology (1984). Collectively, he has over 35 years of environmental-related experience. From 1984 to 1991, David served as a chemist and operations manager for a commercial hazardous waste treatment facility (Tricil/Safety Clean - Muskegon Heights, Michigan). David joined Envirologic (now Fishbeck) in 1991 as a project manager and currently serves as Fishbeck's Brownfield Program Manager. David's expertise includes transactional environmental liability; brownfield redevelopment programs; property assessments including Phase I and II ESAs, BEAs, hazardous waste management; and USTs; stormwater management; environmental training; and environmental policy and regulations. He is an accredited asbestos building inspector through the State of Michigan and a certified stormwater operator for industrial sites (see section F. Relevant License/Registration Numbers for the relevant accreditation numbers). He currently serves on the Board of Directors for the West Michigan Chapter of the Air and Waste Management Association.

David has served as the lead project manager for Fishbeck's due diligence projects since 1991. He has overseen Fishbeck's efforts to implement Phase I and II ESAs, BEAs, and due care plans in an ever-changing regulatory landscape. David has been a manager of Fishbeck's brownfield redevelopment projects over that same time period. He is skilled at developing plans and strategies for brownfield site redevelopment, securing financial assistance from a variety of sources, and implementing funding/development strategies. David is adept at communicating technical information to the public and engaging diverse entities in the redevelopment process.

David is the current primary manager or co-manager for several Brownfield Redevelopment Authorities across Michigan, including Jackson County, St. Joseph County, the City of Jackson, the City of Muskegon, Van Buren County, St. Clair County, the City of Sturgis, and the City of Three Rivers. He is responsible for managing their brownfield grants and project related activities. David is also the primary project manager for Fishbeck's Environmental Consulting Services contract with the City of Kalamazoo.

In his role, David has secured more than \$20 million in state and federal grant dollars to help communities and private parties successfully implement development at brownfield sites. Resources he has secured include U.S. EPA Brownfield assessment grants, U.S. EPA cleanup grants, U.S. EPA revolving loan fund grants, State of Michigan CMI brownfield grants and loans, State of Michigan refined petroleum fund brownfield grants, targeted brownfield assessments and direct technical support from U.S. EPA and EGLE, tax credits, community revitalization program support, and tax abatements (NEZ, OPRA, Commercial Redevelopment, Commercial Rehabilitation, IFE, etc.) among other resources. Using these tools, he has implemented hundreds of projects that require strong managerial skills and creativity to ensure they are technically, strategically, financially, legally, logistically, and practically implemented. David has extensive experience providing all the technical brownfield consulting services outlined in the City of Kalamazoo's Scope of Work.

David's specific work with Brownfield Redevelopment Authorities (BRAs) includes the following:

- Working with developers, local units of government, and the BRA to develop strategies for successful brownfield development projects; facilitation, development, and evaluation of the BRA's project applications; developer/applicant assistance for potential incentives; and helping developers understand program requirements and benefits.
- Preparation and amendment of Brownfield Plans and Act 381 Work Plans, review of developer-prepared Brownfield Plans and Act 381 Work Plans, drafting development and reimbursement agreements on behalf of the BRA.
- Development of tools to track and document the capture of taxes through Brownfield Plans to provide clarity and compliance for municipalities and developers.
- Development of and assistance with BRA meeting preparation and professional assistance with all other grant-related meetings and presentations.
- State annual reporting support.
- Authoring and co-authoring successful U.S. EPA brownfield assessment grant applications and securing EGLE grants for communities.
- Providing U.S. EPA grant implementation, including programmatic activities, assessments, and community outreach.
- Authoring applications for State grants and loans and providing third-party oversight, financial tracking, implementation, work plans, etc.
- Providing general environmental services, expertise, technical review, and project oversight on behalf of the BRA.

The following examples further showcase David's depth of experience working on brownfield redevelopment projects:

- Development of the Inn on Water Street in Marine City, which required a Commercial Redevelopment Exemption, support from a U.S. EPA assessment grant, a Brownfield Plan, an Act 381 Work Plan (EGLE and MEDC/MSF approvals) to secure school tax increment revenues, an EGLE grant and loan, and other private and public contributions. David is working with the City/County to annually track tax increments to ensure the appropriate tax millages are captured and all eligible costs are reimbursed including an EGLE loan.
- Helping the City of Jackson, Jackson County, and the U.S. EPA work collaboratively to deploy over \$2 million of U.S. EPA Revolving Loan Fund dollars to help remove asbestos and demolish an 11-story structure in downtown Jackson, making way for a new downtown public park.
- Working with the City of Three Rivers to clean up a 26-acre tax reverted property using an EGLE targeted brownfield assessment, U.S. EPA brownfield assessment funds, a U.S. EPA brownfield cleanup grant, an EGLE brownfield grant and loan, brownfield plan tax increment revenues, and private and public contributions. The property was subsequently sold to and developed by a local business and is now fully taxed and utilized.
- Working with the City of Parchment to take ownership of a blighted former paper mill complex and begin the process of making the property developer-ready. These efforts required strategic planning with the City leadership, community engagement to understand the community's desires for the site, and building partnerships with public and private entities to secure financial and technical resources. David was the primary author of a grant proposal that resulted in this project receiving a \$800,000 U.S. EPA brownfield multipurpose grant in Fiscal Year 2024 (one of 18 nationwide).

Key Personnel Support



Logan Mulholland
BROWNFIELD PROJECT ANALYST

YEARS OF EXPERIENCE

2 years	—○ Fishbeck
2 years	—○ total

Logan Mulholland is a brownfield project analyst who specializes in brownfield and economic development. Logan graduated from Western Michigan University with a Bachelor of Business Administration degree in Leadership and Business Strategy & Environmental and Sustainability Studies, minoring in Business Analytics and General Business.

As a brownfield project analyst with Fishbeck, Logan has provided administrative support to several municipalities Brownfield Redevelopment Authorities (BRAs). Logan has extensive experience in brownfield plan implementation including initial set up, reimbursement request review and recommendations, on-going tax increment revenue calculations and disbursement recommendations, recommendations and administrative support to terminate or abolish completed Brownfield Plans, and internal audits of existing brownfield plans including reviewing historic tax increment revenue capture, disbursements, and reimbursement request submittals to transfer the data into a summarized tax increment financing tracking spreadsheet and recommend action on outstanding disbursements including repayment of taxes to the taxing jurisdictions.

Logan also has ample experience in the preparation of brownfield plans and Michigan Department of Environmental, Great Lakes, and Energy (EGLE), Michigan Economic Development Corporation (MEDC), and Michigan State Housing Development Authority (MSHDA) Act 381 Work Plans. Logan also has significant experience with layering in different tax abatements and specific taxes, including Obsolete Property Rehabilitation Act Exemptions (OPRA), Neighborhood Enterprise Zones (NEZ), Commercial Rehabilitation Exemptions (PA 210), the Tax Reverted Property Specific Tax, etc.



Therese Searles

SENIOR BROWNFIELD SPECIALIST

YEARS OF EXPERIENCE

7 years — Fishbeck

13 years — total

Therese is one of Fishbeck's Senior Brownfield Specialists. Therese graduated from Western Michigan University with a Bachelor of Science degree in Geology and Environmental Studies in 2016. Prior to graduation, Therese focused on training, asbestos, and lead-related field services. In 2016 Therese joined Fishbeck as a project scientist allowing her to assist multiple municipalities and brownfield redevelopment authorities with various brownfield services. Therese was promoted to a Project Manager in 2019 and Brownfield Specialist in 2022.

Therese has been the primary project manager for several municipal projects including Marquette County's Project Borough Fish, which entailed the acquisition, demolition, and cleanup of a former gas station funded by an EGLE grant. Therese also led a project to help a developer acquire a former public school building for redevelopment into workforce housing. She also provides administrative support to several BRAs. Therese has extensive experience in brownfield redevelopment services including preparation of Brownfield Plans and Act 381 Work Plans, assessment of funding resources, reimbursement tracking and implementation, and EGLE/U.S. EPA grant and loan administration and implementation.

Therese is an accredited asbestos inspector, a certified lead inspector/risk assessor, and a certified radon residential measurement Provider through the National Radon Proficiency Program (see section F. Relevant License/Registration Numbers for the relevant accreditation numbers). These certifications allow her to manage a variety of projects that support public and subsidized housing, daycare, and educational facilities. She has experience managing all phases of HUD- and MSHDA-funded projects, from coordinating due diligence, asbestos, lead, and radon services, to assisting our clients in meeting MSHDA closeout documentation needs. Therese also has experience with underground storage tank (UST) investigations, soil remediation, landfill disposal approvals, and closure of UST systems. In all aspects of her role as project manager, Therese works closely with various federal, state, and local regulators and personnel.

Similar Projects

City of Kalamazoo

BROWNFIELD REDEVELOPMENT SERVICES

Fishbeck has been under contract with the City of Kalamazoo and/or its Brownfield Redevelopment Authority on a fairly continuous basis since the late 1990s. Our work has encompassed the full range of services to support the Authority's activities. Most recently, our engagement has been as an advisor – reviewing grant proposals, work plans, brownfield plans, and other documents prepared by project developers and others. After the City learned of our developed processes and tools, we have been key to a complete review and re-do of the City's method for tracking tax increment revenues from brownfield plans. We have helped with policy development on site scoring, interest expense policies, use of Local Brownfield Revolving Loan Funds, and other matters. We have helped the City creatively approach ways to engage and support projects including reviewing types of activities that can be paid for using a brownfield plan. We have helped the City:

- Acquire EGLE brownfield grants for projects
- Reviewed applications and work plans associated with those grant funded projects
- Implemented grant funded activities for two of those projects (Westgate Apartments and Bogan Developments)
- Aided the City in grant financial reporting
- Helped the City secure supplemental funding for one project

Between 1996-1999 and 2006-2009 the City of Kalamazoo utilized a USEPA Brownfield Assessment Grant which was used to finance assessment activities at numerous project sites. Notable projects completed with the assessment grant included the expansion of Fabrikal, evaluation and demolition of a former dry cleaners, assessments and underground storage tank removals to consolidate a collection of junk yards and former gas stations – now proposed for redevelopment by Playgroun L3C, evaluation of a former bulk oil plant, and other sites. These projects leveraged significant new developments and improvements within the City.

Most recent success stories have included Bogan Developments' Frank Street Live Work Play project where Fishbeck has helped the City and Developer secure an EGLE grant, funding from MEDC, and a brownfield plan for a low income housing project in Kalamazoo. This project would not be possible without these resources and Fishbeck's role has included coaching this first-time developer through the myriad of processes needed to secure these resources. Another interesting project has been the support of residential developments by Kalamazoo Neighborhood Housing Services (KNHS) where the City is supporting the development of newly constructed single family owner-occupied homes on small individual parcels owned by the City BRA or the Kalamazoo County Land Bank Authority. A brownfield plan has been developed for this project and now incorporates 19 individual properties scattered across some of the most under-served areas of the City. Other notable projects have included working with the City on new hotels, housing projects, and mixed-use developments in downtown Kalamazoo.

ROLE OF KEY PERSONNEL

This client has been served by multiple Fishbeck staff. The primary client contact is Logan Mulholland with senior support from David Stegink. This has included development of BRA meeting agendas and Board packets, preparation of financial reports, project updates, and other communications. Logan worked extensively on re-vamping the City's tax increment tracking processes.

SERVICES PROVIDED

Support for Authority administration and functions, secured funding resources, brownfield plan development and review of plans prepared by others, tracking tax increment revenues and financial reporting of the use of revenues, policy development, community engagement and education, supported intergovernmental cooperation, and provided assessment and cleanup planning activities for specific sites.

CLIENT CONTACT INFORMATION

Jamie McCarthy, Sustainable Development Coordinator | mccarthyja@kalamazoocity.org | 269.337.8789 (direct)

Kalamazoo County Brownfield Redevelopment Authority

BROWNFIELD REDEVELOPMENT SERVICES

Fishbeck has been under contract with the Kalamazoo County Brownfield Redevelopment Authority on a continuous basis since 2012. Our work has encompassed the full range of services to support the Authority's activities. We have secured multiple grants from the U.S. Environmental Protection Agency (USEPA) to support environmental assessment and cleanup planning projects at multiple locations across Kalamazoo County. We helped secure grants and loans from the Michigan Department of Environment, Great Lakes and Energy (EGLE) to support specific projects. We conducted assessment and cleanup activities funded by these grants as well as managed grant compliance requirements such as progress reports, financial reporting, Disadvantaged Business Enterprise use, etc. We participated in multiple community engagement activities to help citizens, businesses, local units of government, and non-profits learn about the benefits of brownfield redevelopment. These sessions often led to new opportunities for the Authority to serve the community. Fishbeck assisted in the development of work practices and policies to help the Authority function including development of application forms, fee policies, project evaluation criteria, use of Local Brownfield Revolving Fund revenues, etc.

We have developed numerous brownfield plans which have supported the development of industrial, commercial, and residential developments across the County. We have worked closely with Authority staff to create practices for tracking and reporting the collection and disbursement of tax increment revenues collected through the brownfield plans. The process has included regular educational sessions with township, city, and village personnel. This has helped with transparency related to the use of public funds, enhanced cooperation, and trust amongst local units of government; and provided all parties with an annual "status report" of how each brownfield plan is performing and how long capture of tax revenues is expected to continue. The process has also aided the Authority in its annual reporting to the State of Michigan. We have helped market the successes of the Authority through development of a website, educational materials, press releases, project success stories, and other activities. These efforts have helped the Authority engage rural parts of the County and connect on opportunities to help improve all parts of the County.

Notable projects over the years have included the revitalization of the Midlink facility from an abandoned General Motors stamping facility into a 340-acre business park with over 1.6 million sf of leasable industrial space. Brownfield assistance further aided in the development of a General Mills distribution site, two hotels, Ziegler Motorsports, Hark Orchid, Kaiser Aluminum, Concord Healthcare Solutions Distribution site, and other businesses. The Authority used brownfield incentives to help with the development of the Shoppes on Drake shopping mall, highlighted by the development of a Costco wholesale store and Sportsman's Warehouse.

The County worked closely with the Village of Vicksburg, the Kalamazoo County Treasurer, the Kalamazoo County Land Bank Authority, consultants, legal staff, and a developer to spur the redevelopment of the former Vicksburg Paper Mill. This complex project included multiple phases over a long period of time. The Fishbeck team:

- Managed the demolition of old wastewater treatment structures
- Completed an asbestos survey of the entire structure
- Oversaw asbestos abatement activities
- Conducted environmental assessments
- Helped secure State grants and loans
- Provided third party oversight services of work conducted by others
- Helped in the adoption of a transformational brownfield plan - one of only two in the State of Michigan.

This work has helped in the preservation and restoration of a culturally significant development in the Village of Vicksburg and created space for new businesses, a local museum, housing, and entertainment.

The County has been working with the City of Parchment - the only community in Michigan whose public water supply wells had to be abandoned due to PFAS contamination. The County has used its technical expertise and funding to help this small community manage the complex redevelopment of the former Parchment Paper Mill, a 100-year old sprawling mill site that had fallen into a severe state of disrepair. Fishbeck's work has included technical "repairs" to an older brownfield

plan that no longer reflected current parcel boundaries, environmental assessments of portions of the property that were conveyed to developers, management of tax increment revenues through multiple brownfield plans for the site, and helping the community develop a focused and phased approach to redevelopment of a large complicated site. Fishbeck helped the City secure access to USEPA technical assistance through a roundtable resources competition – the only site in Michigan to secure this resource. Fishbeck conducted numerous community outreach efforts to engage the community in identifying ideas for future development. These efforts have led to the development of a brownfield redevelopment road-map – a document identifying the desired plans for redevelopment, the likely phases of the redevelopment process, specific challenges/needs for each phase of development, and funding opportunities to help support those project needs.

ROLE OF KEY PERSONNEL

This client has been served by multiple Fishbeck staff. Therese Searles has led in the development of tax increment revenue tracking processes, policy development, oversight of individual projects, attendance at Authority board meetings, development of communications, and reporting to USEPA and State agencies. During a maternity leave by BRA staff, Therese was asked to step in and administer Authority functions for a period of time. This included development of BRA meeting agendas and Board packets, preparation of financial reports, project updates, and other communications.

SERVICES PROVIDED

Support for Authority administration and functions, secured funding resources, brownfield plan development and review of plans prepared by others, tracking tax increment revenues and financial reporting of the use of revenues, policy development, community engagement and education, supported intergovernmental cooperation, and provided assessment and cleanup planning activities for specific sites.

CLIENT CONTACT INFORMATION

Macy Walters, MPA, Brownfield Redevelopment Administrator | 269.384.8305 | mrwalt@kalcounty.com

City of South Haven Brownfield Redevelopment Authority

BROWNFIELD REDEVELOPMENT SERVICES

Fishbeck has been under contract with the City of South Haven's Brownfield Redevelopment Authority since 2021 replacing another long-standing consultant that no longer could provide services. Our work has encompassed the full range of services to support the Authority's activities. Our engagement has been as an advisor – reviewing brownfield plans, work plans, and other documents prepared by project developers and others. Over the last several years, we have reviewed the City's existing brownfield plans and work plans which has resulted in providing updates to the tax increment tables, ensuring proper capture and reimbursements are made in a timely fashion. Fishbeck is in the process of enrolling several of the longer-term plans into our tax increment tracking system.

We recently developed general guidelines and policies related to the operation of their brownfield program including developing fillable project applications, a policy for their Local Brownfield Revolving Fund and other relevant issues. We also developed and provided educational programs/presentations to the Authority and others.

We have helped the City acquire EGLE Brownfield Assessment Grant funding for a City-owned former industrial site (Overton Site) slated for affordable housing. Fishbeck has implemented the assessment activities at the site on behalf of the City through EGLE. We are anticipating further assistance to qualify the site for MSHDA support. We have also been engaged on behalf of the City to interact with EGLE and a purchaser regarding PFAS/contaminant issues on several sites that are poised for sale to a manufacturing entity.

ROLE OF KEY PERSONNEL

The City of South Haven Brownfield Redevelopment Authority has been served by multiple Fishbeck staff. The primary client contact is Jeff Hawkins with support from Logan Mulholland. This has included reviewing existing brownfield plans, tax increment review and tracking, policy development, and meetings with City personnel, developers and regulatory agencies.

SERVICES PROVIDED

Support for Authority administration and functions, secured funding resources, brownfield plan development and review of plans prepared by others, tracking tax increment revenues and financial reporting of the use of revenues, review of eligible costs and reimbursement requests by developers, policy development, community engagement and education, assist with inter-agency communications, and provide assessment and cleanup planning activities for specific sites.

CLIENT CONTACT INFORMATION

Griffin Graham, Assistant City Manager/Harbormaster | ggraham@southhavenmi.gov | 269.637.0753

City of Manistee Brownfield Redevelopment Authority

BROWNFIELD REDEVELOPMENT CONSULTING SERVICES

Fishbeck has been under contract with the City of Manistee BRA since 2019. As the BRA's consultant, we have been the sole provider of brownfield redevelopment support services. Key responsibilities include preparing brownfield plans, Act 381 work plans, and EGLE grant and loan applications; assisting with BRA meetings; reviewing development and reimbursement agreements and developer TIF reimbursement submittals; managing EGLE grant and loan projects; and revising BRA policies and processes to improve efficiency.

Recent projects include 1) Hampton Inn (2021 to Present) – a functionally obsolete hotel demolition and redevelopment to a new Hampton Inn. Fishbeck prepared a brownfield plan, an Act 381 work plan (for MEDC/MSF approval of non-environmental eligible activities), and development and reimbursement agreement. 2) Manistee Gateway (2020 to Present) – a proposed mixed-use project including a hotel, apartments, office space, and parking. Fishbeck prepared an EGLE grant and loan application for \$1.5 million; completed third-party oversight of developer/consultant eligible activities including demolition, site assessment, and due care tasks; reviewed EGLE grant and loan work plans and reimbursement submittals; prepared quarterly reports and preliminary Brownfield and Act 381 work plans. 3) River Street Hotel (2022 – Present) – conversion of a vacant downtown building to a hotel and restaurant. Fishbeck prepared a brownfield plan and an Act 381 work plan for MEDC/MSF eligible non-environmental activities and assisted with preparation of a development and reimbursement agreement.

ROLE OF KEY PERSONNEL

This client has been served by multiple Fishbeck staff. The primary client contact is Roman Wilson with senior support from Kirk Perschbacher.

SERVICES PROVIDED

Support for Authority administration and functions, secured funding resources, brownfield plan/Act 381 work plan development, tracking tax increment revenues and financial reporting of the use of revenues, policy development, community engagement and education, supported intergovernmental cooperation, and provided assessment and cleanup planning activities for specific sites.

CLIENT CONTACT INFORMATION

Ed Bradford, Finance Director | ebradford@manisteemi.gov | 231.398.2804

Michigan Department of Environment, Great Lakes and Energy

OX CREEK TRAIL PROJECT AND PROJECT T, BENTON HARBOR, MICHIGAN | BROWNFIELD SITE ASSESSMENT SERVICES

Fishbeck is one of three environmental professional services firms selected statewide by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to conduct Brownfield Site Assessments funded by the State's grant from the U.S. Environmental Protection Agency (EPA). Fishbeck was selected based on our extensive experience administering and conducting work with EPA grants and technical abilities. Two projects in the City of Benton Harbor are benefiting from the grant funds, with Fishbeck conducting the on-site work activities. We are currently implementing assessment activities related to the Ox Creek Trail project and will soon be completing an investigation for a housing project (Project T) being developed by Renovare Development. Concerns at the Ox Creek project site include a former railroad bed to be used for public purposes and the desire to ensure public health. The Project T development requires evaluation of impact from the historic use as a hospital, presence of impacted fill material, and former off-site gas stations to demonstrate that future residents will be safe from direct contact exposures and potential vapors impacting indoor air quality. Specific activities being funded by the State and implemented by Fishbeck include:

- Phase I Environmental Site Assessments
- Sampling and Analysis Plans
- Soil Sampling using Incremental Soil Sampling Methods (ISM)
- Soil, groundwater, and soil gas sampling
- Baseline Environmental Assessments and Due Care Documents
- Cleanup plans for removal of contaminated soil

ROLE OF KEY PERSONNEL

David Stegink is the project manager for the State funded projects. Various technical staff are assigned to individual projects to match staff competencies with project needs. David is responsible for regular communications with the State, project strategy development, work plan development for State and EPA approvals, communications, reporting, and quality control.

CLIENT CONTACT INFORMATION

Ronald L. Smedley | smedleyr@michigan.gov,
 Ryan Londrigan | LondriganR@michigan.gov
 Carrie Geyer | GEYERC1@michigan.gov

Value Added Services



ECOLOGICAL SERVICES

Fishbeck's Ecological Team offers vast expertise in projects at the land use-natural resource interface, collaborating with developers, engineers, and government agencies. With numerous wetland delineations and ecological assessments across diverse landscapes, we handle projects from brownfield sites to natural areas. We keep pace with ever-changing regulations and best practices, ensuring timely project completion while prioritizing environmental protection and sustainability.



PARKING AND MOBILITY SERVICES

Fishbeck's approach ensures optimal parking and mobility solutions by aligning parking space allocation with building use intensity and site design. Strategies such as shared parking analysis and transit options minimize paved surfaces while maximizing convenience. Technology like access control and real-time vehicle counts enhances efficiency. We develop thorough plans encompassing ingress, egress, and vehicle movement, catering to the needs of the entire site for seamless parking experiences.



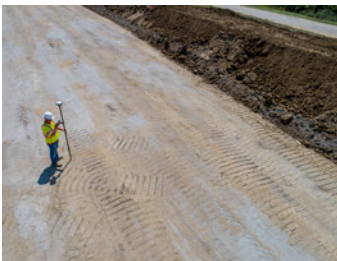
SITE DEVELOPMENT SERVICES

Fishbeck provides coordination and implementation of all site development activities with a strategic big-picture vision. Offering insight during site evaluation and acquisition, pre-development, development, incentives (including public/provide partnerships), and construction oversight. From land development and new construction to redevelopment and historic preservation, we have the services to make your project a reality.



LANDSCAPE ARCHITECTURE SERVICES

Fishbeck provides land planning and landscape architecture services for both public and private markets. As a company that prides itself on our all in one approach, landscape architecture uniquely bridges the gaps between our four divisions, creating seamless integration. In association with our team or working independently, we will help you achieve a vision rooted in stewardship, cultural, and social responsibility that will leave lasting impressions for generations to come.



SURVEY SERVICES

More than simple measurements, surveying is the first step in the planning, design, and proper execution of a project. We provide design and construction surveys for roads and bridges, sewers and water mains, county and storm drains, site development, industrial parks, and more. As technologies evolve, our team of hazardous waste-certified and MDOT-prequalified surveyors adapt too. We seek advancements in LiDAR scanning technologies to provide the best possible survey services as part of our approach.



ARCHITECTURE AND URBAN PLANNING SERVICES

Fishbeck's architecture and urban planning team comprises diverse design and technical experts dedicated to crafting people-centric environments. Collaborating closely with clients, we blend innovative solutions with technical proficiency, fostering community consensus through tailored engagement processes. Our expertise includes public outreach, education sessions, meetings with local stakeholders, and surveys, ensuring positive outcomes that align with both technical and aspirational objectives.

Key Differentiators

WE ARE A COMPANY WITH EXPERIENCE AND A PRESENCE IN KALAMAZOO.

We have lent our experience and expertise to aid in the development and long-term support of Brownfield Redevelopment Authorities in numerous Michigan communities.

With over 31 years of experience, we are well versed in the development and evolution of Michigan's Brownfield program, and we are prepared to share our knowledge. When we commit to working with a community, we see ourselves as a resource and partner with the ultimate goal of redeveloping brownfield sites and creating investment and jobs.

WE ARE CREATIVE, INNOVATIVE, AND PERSISTENT.

Fishbeck is more than a technical services provider. We view ourselves as a partner, helping public and private entities address important issues in land use, cleanup and property restoration, planning, low impact development, and other sustainability initiatives. We stay updated of new technologies and best practices and are often viewed as a leader in implementing new and effective programs and processes.

WE ARE A TEAM READY AND WILLING TO SHARE OUR EXPERTISE.

Municipal staff, Authorities, developers, utility owners, lenders, and others have come to rely on Fishbeck as the experts of choice on many occasions, tapping our experience and skill on a variety of environmental areas of concern, including State Brownfield programs, USEPA grants, sustainability, brownfield redevelopment, site prioritization and marketing, and technical cleanup and assessment protocols. We are adept at helping Authority Boards, community leaders, developers, construction teams, and others understand the work we do in an easy-to-understand, not overly technical manner. This is critical to successfully implementing work at sites where environmental and brownfield redevelopment incentives need to be an integrated part of the development work not an outlying task for the environmental people.

WE HELP MAKE IT HAPPEN.

Success requires all hands on deck to drive economic development while maintaining an efficient cost structure for services. We are adept at developing and implementing project strategies to achieve complex goals.



Working in Kalamazoo since 1989

Compensation/Fees

Brownfield Redevelopment Consulting Services 2024-2025

DESCRIPTION	COST
1. Travel fee to City of Kalamazoo from the Consultant's office.	\$0
2. Lump sum fee for preparing and attending the BRA's monthly and/or special meetings (assume two-hour duration per meeting)	\$300
3. Lump sum fee for preparing a Brownfield Plan (assume utilizing the BRA's standard plan format)	\$4,000
4. Hourly professional billing rate for the following:	
I. "Key" personnel David Stegink	\$178
II. Up to two (2) technical staff persons: Logan Mulholland Therese Searles	\$90 \$126
III. Administrative support person.	\$90
IV. Graphic designer/CAD staff person.	\$136
V. Other (Please describe) Professional Engineer Project Scientist Marketing and Communications Manager	\$95-\$240
5. The percentage markup, if any, on approved subcontractors.	10%
6. Other fees/charges (if any).	See attached rate sheet in appendix for staff rates and field expenses

References

Geoffrey Donaldson, AICP

Senior Planner | St. Clair County BRA | [REDACTED]

Ed Bradford

Finance Director | City of Manistee | [REDACTED]

Griffin Graham

Assistant City Manager/Harbormaster | City of South Haven | [REDACTED]

Macy Walters, MPA

Brownfield Redevelopment Administrator | Kalamazoo County BRA | [REDACTED]

Debbie Kelly

Vice President of Operations | Jackson County BRA | [REDACTED]

Conflict of Interest

With 68 years of experience and offices situated in Kalamazoo, Michigan, Fishbeck has partnered with numerous developers focused on property development within the City of Kalamazoo. Similarly, Fishbeck has been under contract with the City of Kalamazoo and/or the Brownfield Redevelopment Authority (BRA) for nearly 25 years. With the assumption that Fishbeck is under contract with the City of Kalamazoo's BRA, if a developer wishes to engage Fishbeck on a particular project, we will evaluate the requested services and communicate with the City to identify any potential conflicts of interest.

Relevant License/ Registration Numbers

We have included the following relevant license/registration numbers for the key personnel discussed throughout this document:

ACCREDITED ASBESTOS ABATEMENT INSPECTOR

- David Stegink (A28203)
- Therese Searles (A25164)

CERTIFIED INDUSTRIAL STORMWATER OPERATOR

- David Stegink (01003)

CERTIFIED LEAD INSPECTOR/RISK ASSESSOR

- Therese Searles (P-00175)

CERTIFIED RADON RESIDENTIAL MEASUREMENT PROVIDER (NATIONAL RADON PROFICIENCY PROGRAM)

- Therese Searles (109303 RT)

Appendix

**SECTION II
PROPOSAL AND AWARD**

The undersigned having become thoroughly familiar with and understanding all of the proposal/contract documents incorporated herein, agrees to provide consulting services as specified herein:

Brownfield Redevelopment Consulting Services

For the first year of the anticipated contract, in tabular form, please provide the following:

DESCRIPTION	COSTS
1. Lump sum round trip travel fee to City of Kalamazoo from the Consultant's office (if any)	\$0
2. Lump sum fee for preparing and attending the BRA's monthly and/or special meetings (assume two-hour duration per meeting)	\$300
3. Lump sum fee for preparing a Brownfield Plan (assume utilizing the BRA's standard plan format)	\$4,000
4. Hourly professional billing rate for the following:	
I. "Key" personnel	\$178
II. Up to two (2) technical staff persons	\$90 \$126
III. Administrative support person	\$90
IV. Graphic designer/CAD staff person	\$136
V. Other (Please describe)	\$95-\$240
5. The percentage markup, if any, on approved subcontractors	10%
6. Other fees/charges (if any)	Please see rate sheet

Price stated shall be firm for the full term of this Contract. All prices and fees must be in U.S. dollars.

Proposer/Contractor has examined and carefully studied the bidding documents and attachments, and acknowledges receipt of the following addenda:

Addendum No: _____

Dated: _____

Proposer shall provide all of the information as requested herein with their proposal. **Failure to do so and/or failure to provide post-proposal requested information may be cause for rejecting the proposal as non-responsive.**

By my signature below, I certify that the firm bidding on this contract, when making hiring decisions, does not use a past criminal conviction as a bar to or preclude a person with a criminal conviction from being considered for employment with the bidding firm unless otherwise precluded by federal or state law. I further certify that I have read and agree to be bound by the provisions of the City's Non-Discrimination Clause found in Appendix A and as updated by City Ordinance 1856.

Signed:  Name: David Stegink

Title: Vice President/Brownfield Program Manager

Rate Schedule

June 10, 2023

Principal	\$260
Architect Construction Engineer/Manager/Administrator Engineer Estimator Geologist Hydrogeologist Industrial Hygienist Interior Designer Project Manager Scientist Surveyor	
Senior Level	\$162-\$250
Mid Level	\$142-\$162
Staff Level	\$99-\$142
Architectural Specialist Engineering Specialist Environmental Specialist Health & Safety Specialist Operations Specialist Technical Specialist Project Superintendent Survey Specialist	
Senior Level	\$162-\$240
Mid Level	\$118-\$162
Staff Level	\$95-\$118
Technician	
Senior Level	\$126-\$151
Mid Level	\$112-\$126
Staff Level	\$86-\$112
Production Support	\$99
Photocopies	\$0.10/Copy
Mileage/Passenger Vehicles	\$0.70/Mile
Field and Service Vehicles	\$0.95/Mile
Equipment Schedule	Separate Schedule
Expenses and Outside Services	Cost Plus 10%

Compensation to be at one and one-half times the hourly rate for approved overtime.

Invoices are rendered every four weeks and payment is due upon receipt. A service charge of 1% per four-week period is added to accounts unpaid after 28 days from date of billing.

6/2023

QUALIFICATIONS QUESTIONNAIRE

Please answer the following questions completely. You may submit answers on this form or as an attachment to this document, additional information (brochures, illustrations, etc.) will also be used in determining qualifications. If not using this form, please follow its format.

1. Firm name: Fishbeck
 2. Established: Year 1956 State Michigan
 3. Type of organization:

a. Individual <u> </u>	b. Partnership <u> </u>
c. Corporation <u> X </u>	d. Other <u> </u>
 4. Former firm name(s) if any, and year(s) in business:

~~Fishbeck, 2020 | Fishbeck, Thompson, Carr & Huber, Inc. (FCH), 1981 | Fishbeck, Thompson and Carr, Civil Engineering Consultants, Inc., 1975 | Fishbeck and Thompson, Civil Engineering Consultants, Inc., 1967 | Fishbeck and Thompson, 1962 | Ken Fishbeck, Civil Engineering Consultant, 1956~~
 5. Home office business address and telephone number where work will be performed.

2960 Interstate Parkway, Kalamazoo, Michigan 49048 | 269.342.1100
 6. Branch office(s) if work will be performed there:
 7. Personnel of firm who will be working on this project. Attach resumes of key personnel:

NAME AND TITLE	SPECIALTY	EXPERIENCE	EXPECTED ROLE
David Stegink	Brownfields	38 Yrs	Brownfield Program Manager
Logan Mulholland	Brownfields	2 Yrs	Brownfield Project Analyst
Therese Searles	Brownfields	13 Yrs	Senior Brownfield Specialist

QUALIFICATIONS QUESTIONNAIRE (cont)

8. Total personnel of firm:

a. Professional: 532

b. Non-professional: 102

9. Attach a list of similar projects performed over the last five (5) years. Include: description of professional services provided, project size, contact person and phone number. Projects should demonstrate experience in the types of consulting services you wish to provide.

See next page for answer

10. Identify projects in Item 9 which most closely match the work required by the City.

All project examples in item #9 match closely with the work activities desired by the

City of Kalamazoo.

11. Provide your understanding of the project and any special qualifications you bring to this project.

See next page for answer

12. Identify any additional professional consulting service(s) you will utilize to work on this project and their expected role(s).

See next page for answer

13. Provide the address for your website.

www.fishbeck.com

I hereby certify that all of the information provided is true and answered to the best of my ability.

Signed: David Stegink

Name: David Stegink

Type or Print

Title: Vice President/Brownfield Program Manager

Date: 04/18/2024

9. Attach a list of similar projects performed over the last five (5) years. Include: description of professional services provided, project size, contact person and phone number. Projects should demonstrate experience in the types of consulting services you wish to provide.

- City of Kalamazoo BRA 2021-2024: Fishbeck provided administrative support to the BRA and City Staff. Work activities included the development of brownfield plans and brownfield plan amendments, review of reimbursement requests, review of work plans, review of applications, coordination and communications with EGLE, MEDC, MSHDA, and City staff as needed, brownfield plan implementation activities including re-working tax increment tracking processes for brownfield plans.
Contact: Jamie McCarthy, mccarthyja@kalamazoocity.org 269.337.8789
- Kalamazoo County BRA: Fishbeck has been under contract with the County BRA since 2012. During this time we have supported the administrative functions of the Authority including the development and implementation of brownfield plans, oversight of EGLE grants and loans, tracking of tax increment revenues, etc. When one of the County employees took maternity leave, we provided direct staffing of the Authority by responding to developer inquiries, preparing board packets, running board meetings, and other activities needed to maintain the functions of the Authority. We were primary authors of U.S. EPA brownfield assessment grant proposals. Using those assessment grant funds, we helped complete numerous assessments of properties across the County resulting in numerous developments. The County BRA has established a sizable Local Brownfield Revolving Fund and we have helped staff and the Authority Board develop policies and best practices for the use of those funds.
Contact: Macy Walters A | mrwalt@kalcounty.com | 269.384.8305
- Jackson County BRA: Fishbeck has been under contract continuously since 2004 with Jackson County, staffed by The Enterprise Group of Jackson. During this time we have helped the Authority secure \$2.1 million from the U.S EPA through a Brownfield Assessment Grant and a Brownfield Revolving Loan Fund Grant. Fishbeck successfully aided numerous development projects using these grants. Notable projects included redevelopment of the State's first prison into a unique housing project (Armory Arts); rehabilitation of several downtown buildings (Commonwealth Associates, Anesthesia Business Consultants, Chamber of Commerce Building, Lean Rocket Lab, and others); directly overseeing demolition of two different 11 story downtown structures to create greenspace, surface parking, and demolition of an old manufacturing site (Acme); and new construction of the American 1 Credit Union Event Center at the County Fairgrounds. Another unique project was helping the community deal with an abandoned tax reverted property which was abandoned with an extensive and dangerous inventory of hazardous wastes. Working in collaboration with the City of Jackson, Jackson County, EGLE, and USEPA we aided the community in successfully getting this property listed on the Superfund National Priorities List (NPL) which brings significant federal resources to address the site that could not be afforded locally. We have helped put into place numerous Brownfield Plans and first put into place our tax increment revenues tracking processes with this client. Fishbeck has helped develop policies, accounting practices, applications, environmental justice initiatives, and community engagement activities that have helped make this Authority extremely successful and impactful to the community.
Contact: Debbie Kelly | dkelly@enterprisegroup.org | 517.788.4330

11. Provide your understanding of the project and any special qualifications you bring to this project.

Fishbeck understands the City of Kalamazoo's existing program has dedicated staff, procedures, Brownfield Plan formats, and an active Authority Board. We view our role as an extension of the existing program, providing support to staff as needed and a technical resource to developers. In this role, we see ourselves as educators and strategists to help developers understand the various incentive programs, qualifying criteria, benefits, timelines, and requirements that they can use to advance their projects. Fishbeck will be a network-builder for developers by using our local, state, and federal relationships to help connect developers to additional resources beyond the City's program. Fishbeck knows how to help developers describe their projects to show the projects' needs, viability, and public benefit, so that developers can garner interest from state and federal resources. We additionally see our role as a quality control manager by authoring documents and reviewing applications, tracking the disbursement of tax increment revenues, tracking grant/loan budgets, reviewing technical documents, and other tasks that sustain the level of success that the City of Kalamazoo's Brownfield Redevelopment Program has achieved. We believe the depth of our experience, expertise, and professional network is second to none.

Fishbeck's experience in managing the "backroom functions" of a Brownfield Redevelopment Authority (BRA) uniquely qualifies us to serve the City of Kalamazoo BRA. We are intricately involved in the collection, disbursement, and tracking of tax increment revenues for several local units of government. We also provide grant and loan management, third-party oversight, and other services to communities. Fishbeck has extensive experience helping communities promote their programs and success stories using our marketing and communications experience to develop social media content, blogs, videos, websites, marketing materials, performance dashboards, etc. We use our experience and creativity to make best practices available to a BRA as they develop or improve policies and processes. We also use our broad knowledge and experience to help BRAs evaluate their role in community building by supporting a community's Strategic Plans, Master Plans, economic development, environmental justice initiatives, and sustainability/climate resiliency programs. We understand the importance of the work conducted by the City of Kalamazoo BRA to the city and region.

12. Identify any additional professional consulting service(s) you will utilize to work on this project and their expected role(s).

We do not intend to subcontract any additional professional consulting services as part of this project. However, as the need arises, Fishbeck's other team members are readily available to bring expertise in environmental engineering, vapor mitigation evaluation and design, remediation/cleanup, stormwater, asbestos, lead or radon surveys and abatement oversight, demolition oversight, wetlands and endangered species surveys, and other environmental and engineering needs. Whether tasked directly by the City BRA to complete these services or in a technical review capacity related to other developer consultants' submittals to the BRA, Fishbeck has the expertise to support the City of Kalamazoo BRA staff.

**CITY OF KALAMAZOO
LOCAL PREFERENCE POLICY AND CERTIFICATION
PROFESSIONAL SERVICES**

When evaluating the qualifications of the responses received for professional service contracts, the location of Kalamazoo County professional firms will be given additional consideration. The City of Kalamazoo is the sole determiner whether a professional firm qualifies as a Kalamazoo County firm and the ranking of its qualifications as compared to the qualifications of the other professional firms being considered.

During the qualifications evaluation process, an additional weight of approximately two percent will be added to the qualifications of Kalamazoo County professional firms in recognition of the positive economic impact resulting from contracting with them. This weight is given over and above any score already given for location of the firm as it relates to increased efficiency and effectiveness as a result of the proximity of the firm to the City. It is understood, however, that due to the subjective nature of the qualifications evaluation process, and the number and weight of all criteria used, it is impossible to apply a precise, numerical local preference score to those proposals.

To qualify as a Kalamazoo County professional firm, the business must meet both the following criteria:

1. Have a physical presence in Kalamazoo County by maintaining a permanent office in Kalamazoo County and with employees working in Kalamazoo County.
2. Have paid real or personal property taxes related to said business to the City of Kalamazoo, County of Kalamazoo or other municipal corporation within Kalamazoo County in the previous tax year, except that a non-profit entity need not meet this requirement.

This local preference policy applies only to purchases for professional services that are over \$25,000. If more than 50% of the contract is sub-contracted to firms located outside of Kalamazoo County that proposal does not qualify for the local preference policy outlined above. The local preference policy will not apply if prohibited by law. The Purchasing Manager has the authority to make final determination if the bidder qualifies as a Kalamazoo County bidder as set forth herein. The Purchasing Manager may take into account the permanency of the business in Kalamazoo, and whether the business appears to be claiming to be a Kalamazoo County business solely or primarily to qualify as a Kalamazoo County business under this Resolution, and any other material factors.

CERTIFICATION

If you qualify as a Kalamazoo County professional firm and wish to be considered for the local preference provisions as provided above please certify that fact by providing the information requested below and attesting to its accuracy.

Firm Name: Fishbeck

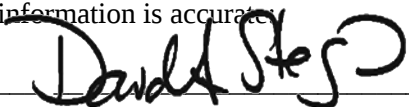
Street Address of Business: 2960 Interstate Parkway

City, State, and Zip Code: Kalamazoo, Michigan 49048

Number of employees working in Kalamazoo County: 47

Name the city or township to which business real and/or personal property taxes are paid or provide non-profit status:

The above information is accurate

Signature: 

Date: 04/18/2024

Title: Vice President/Brownfield Program Manager

CITY OF KALAMAZOO EX-OFFENDER POLICY CHECKLIST

As part of the City's commitment to reducing unacceptable poverty, encouraging rehabilitation, reducing recidivism and strengthening families in Kalamazoo, the City has updated its Purchasing Policy to ensure that firms with whom the City does business share in this commitment by utilizing hiring practices that do not unfairly deny people with arrest and conviction records gainful employment. *(Important: This requirement also extends to any subcontractors the bidder intends to use to fulfill the contract for goods or services being sought from the City.)*

Part I: Proof that the bidder does not inquire about an individual's past arrest or criminal history on the bidder's employment application form

- ☒ Attach a copy of the current application for employment being used by the bidder

Part II: Certification that the bidder does not use an individual's past arrest or criminal history to unlawfully discriminate against them by checking *one or more* of the following:

- ☐ That pursuant to federal or state law bidder is precluded from hiring persons with certain criminal records from holding particular positions or engaging in certain occupations by providing a cite to the applicable statute or regulation; if checking this box, provide a citation to the applicable statute or rule upon which the bidder is relying: _____
- ☒ That bidder conducts criminal history background checks only as necessary, and only after making a conditional offer of employment; that any withdrawal of an offer of employment to an individual because of a past criminal history is job-related and consistent with business necessity after the individual has been provided an individualized assessment opportunity to review and challenge or supplement the history of past criminal conduct being relied upon by the bidder;
- ☒ That the use by bidder of criminal history background checks complies with the U.S. Equal Employment Opportunity Commission's Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions and that the bidder has not had a determination rendered against it in past 7 years that it discriminated against a person through the use of an individual's arrest or criminal history

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

4.18.24
Date

K. S. Van Drie
Signature

Karen S. Van Drie
Printed Name

VP/HR Director
Position

November 2017

CITY OF KALAMAZOO – REQUEST FOR PROPOSALS

Brownfield Redevelopment Consulting Services

Page 8

Proposal Reference #: 91843-004.0

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this proposal which will become a binding contract if accepted by the City of Kalamazoo. I hereby state that I have not communicated with nor otherwise colluded with any other proposer, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of Kalamazoo that would tend to destroy or hinder free competition.

The firm's identification information provided will be used by the City for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): [REDACTED]

Remittance Address: 1515 Arboretum Drive S.E., Grand Rapids, MI 49546

Financial Contact Name: Aaron Steele, CPA Financial Contact Phone Number: 616.464.3705

Financial Contact Email Address: arsteele@fishbeck.com

I hereby state that I have read, understand and agree to be bound by all terms and conditions of this proposal document.

SIGNED: _____

NAME: David Stegink

(Type or Print)

TITLE: Vice President/Brownfield Program Manager DATE: 04/18/2024FIRM NAME: Fishbeck

(if any)

ADDRESS: 2960 Interstate Parkway, Kalamazoo, Michigan 49048 | 269.342.1100

(Street address)

(City)

(State)

(Zip)

PHONE: 269.342.1100FAX: 616.575.8155EMAIL ADDRESS: dstegink@fishbeck.com**FOR CITY USE ONLY - DO NOT WRITE BELOW**

**SECTION V
TERMS AND CONDITIONS**

1. AWARD OF CONTRACT

- A. The contract will be awarded to that responsible proposer whose proposal, conforming to this solicitation, will be most advantageous to the City according to the criteria outlined herein. The City reserves the right to accept or reject any or all proposals and waive informalities and minor irregularities in proposals received.
- B. Notification of award will be in writing by the Purchasing Manager. Upon notification, the Consultant/ Professional Firm (hereinafter Firm) shall submit to the Purchasing Division all required insurance certificates and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the City, the Purchasing Manager will forward to the Firm a written **NOTICE TO PROCEED**. Work shall **NOT** be started until such **NOTICE TO PROCEED** is received by the Firm.
- C. Unilateral changes in proposal prices by the proposer shall not be allowed. However, the City, at its sole option, reserves the right to negotiate with proposers.

2. REQUEST FOR PROPOSAL AS CONTRACT

Should modifications (after proposal opening) NOT be necessary; this Request for Proposal (RFP) together with its addenda, amendments, attachments and modifications will be executed as the contract. In the event modifications of any nature do occur, a separate agreement shall be negotiated containing mutually agreeable terms and conditions from this Request for Proposal and any addenda.

3. SUBCONTRACTORS – NON-ASSIGNMENT

Proposers shall state in writing any and all sub-contractors to be associated with this proposal, including the type of work to be performed. The Firm shall cooperate with the City of Kalamazoo in meeting its commitments and goals with regard to maximum utilization of minority and women-owned business enterprises.

The Firm hereby agrees and understands that the contract resulting from this proposal shall not be transferred, assigned or sublet without prior written consent of the City of Kalamazoo.

4. TAXES

The City of Kalamazoo is exempt from all federal excise tax and state sales and use taxes.

5. INVOICING

All original invoice(s) will be sent to the Financial Services Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at apinvoice@kalamazoocity.org. The Finance Division processes payments after receipt of an original invoice from the Firm and approval by the department. The City of Kalamazoo's policy is to pay invoice(s) within 30 days from the receipt of the original invoice, if the services or supplies are satisfactory and the proper paperwork and procedures have been followed. In order to guarantee payment to the vendor on a timely basis, the vendor needs to receive a purchase order number before supplying the City of Kalamazoo

Senior Talent Acquisition Specialist
Grand Rapids, MI

Thank you for your interest. Please complete the fields below and click "Submit".

★ Apply with a Resume

Upload a text, word or pdf file by clicking a link below, or drag and drop into this box.

[Choose a File](#) [Google Drive](#) [Dropbox](#)

Personal Information

★ First Name

★ Last Name

★ Email

Attachments

Cover Letter
[Choose a file to upload](#)

Other Documents (Portfolio, Writing Sample, etc.)
[Choose a file to upload](#)

Contact Information

★ Mobile Phone

Alternative Phone

★ Country

United States ▼

★ Address

★ City

★ State

Please Select ▼

★ Postal Code

General Information

★ Are you 18 years or age or older?

☐ Yes

☐ No

Work Authorization

Please Select an Option ▼

Will you now or in the future require sponsorship for employment VISA status?

☐ Yes

☐ No

Are you willing to travel if the position requires?

☐ Yes

☐ No

Do you have a valid Drivers License?

☐ Yes

☐ No

Have you ever worked for this company before?

☐ Yes

☐ No

If yes, please give dates and position:

How did you hear about this opportunity?

If referred by a current employee, please give employee name:

Are you related to any person currently employed at this company?

☐ Yes

☐ No

If yes, please explain:

★ Are you applying for:

☐ Full-Time

☐ Part-Time

- ☐ Temporary
☐ Internship

★ Desired Compensation

USD - \$ ▼

0.00

Yearly ▼

Available Start Date

mm/dd/yyyy

Employment History

Please provide the following requested information regarding your employment history: Include military service assignments and volunteer activities. You may exclude organization names that include race, color, religion, gender, national origin, ancestry, age, disability or other protected status.

★ Are you currently employed?

- ☐ Yes
☐ No

Current or Most Recent Employer

Job Title

Employer Name

Country

United States ▼

City

State or Province

Please Select ▼

Currently Employed?

- ☐ This is my current employer

Start Date

mm/dd/yyyy

End Date

mm/dd/yyyy

Reason for leaving

- ☐ Terminated
☐ Promoted
☐ Resigned
☐ Laid Off
☐ Currently Employed

Explanation

Rate of Pay

Direct Supervisor

Company Phone

OK to contact?

☐ Yes

☐ No

2nd Previous Employer

Job Title

Employer Name

Country

City

State or Province

Currently Employed?

☐ This is my current employer

Start Date

End Date

Reason for leaving

☐ Terminated

☐ Promoted

☐ Resigned

☐ Laid Off

☐ Currently Employed

Explanation

Rate of Pay

Direct Supervisor

Company Phone

OK to contact?

☐ Yes☐ No**3rd Previous Employer**

Job Title

Employer Name

Country

City

State or Province

Currently Employed?

☐ This is my current employer

Start Date

End Date

Reason for leaving

☐ Terminated☐ Promoted☐ Resigned☐ Laid Off☐ Currently Employed

Explanation

Rate of Pay

Direct Supervisor

Company Phone

(ddd) ddd-dddd

OK to contact?

- ☐ Yes
- ☐ No

Education/Training

High School

★ Name of School

★ Graduate or GED?

- ☐ Yes
- ☐ No

College or University

Name of School

City and State

Major

Degree

Graduate?

- ☐ Yes
- ☐ No

Graduate School

Name of School

City and State

Major

Degree

Graduate?

☐ Yes

☐ No

Trade / Other School

Name of School

City and State

Major

Degree

Graduate?

☐ Yes

☐ No

Please list any languages that you are proficient or fluent in:

Please list any Professional License / Certifications Type (i.e. CPA, PE, PLS, RA, Other)

Please provide Professional License / Certification Details:
State Issued, Date Rec'd/Expected;; Status: Current?

List professional, trade, business, or civic activities and offices held.

REFERENCES

Please list up to three professional references.

1st Reference

First Name

Last Name

Email

Phone

(ddd) ddd-dddd

Employer Name

Relationship

Years Known

2nd Reference

First Name

Last Name

Email

Phone

(ddd) ddd-dddd

Employer Name

Relationship

Years Known

3rd Reference

First Name

Last Name

Email

Phone

Employer Name

Relationship

Years Known

Applicant's Statement

I certify that my answers to all questions are true and correct without any consequential omissions of any kind whatsoever. I understand that if I am employed, any false, misleading or otherwise incorrect statements made on this application or during the pre-employment process may disqualify me from further consideration for employment or may be grounds for my immediate termination.

I acknowledge Fishbecks employment process includes a background screen that may include criminal history, motor vehicle record, employment verification, and reference checks.

★ Acceptance

☐ I have read and agree to this statement

★ Signature

Date:

Comments

Privacy Policy Acknowledgement

By checking this box, you acknowledge and consent to terms of [the privacy policy](#) which applies to the applicant tracking service being offered by Paycor on behalf of Fishbeck. The privacy policy offers an explanation of how and why your data will be collected, how it will be used and disclosed, how it will be retained and secured, and what legal rights are associated with that data (including the rights of access, correction, and deletion). The policy also describes legal and contractual limitations on these rights. The specific rights and obligations of individuals living and working in different areas may vary by jurisdiction.

★ Acceptance

☐ I have read and agree to this statement

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Imagine working for a firm where your personal growth and professional development are top priorities. Imagine a place where enthusiasm, creativity, and integrity are just a few of the core values. Imagine working alongside a dynamic, diverse group of peers while learning from the industry's leading experts.

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BENEFITS OF WORKING AT FISHBECK

Live well, work well, be well. Fishbeck believes in the benefits of a corporate wellness program and has woven it into our culture. We have been recognized over the years for best practices in work-life balance, diversity and multiculturalism, employee communication and recognition, education and development, and community initiatives.

We are a team at Fishbeck and want to keep our staff happy and healthy. We offer premium benefits to keep you and your family at your best,

because we truly believe in the benefit of being well.

BENEFITS



Insurance

- Health, Dental, Optical, Life, and AD&D Insurance
- Telemedicine Coverage
- Short and Long-Term Disability Insurance
- Long-Term Care Insurance
- Health Savings Account
- Flexible Spending Account
- LifeLock



Equity

- 401(k)/ROTH Retirement Plan
- Profit Sharing
- Employee Ownership Opportunities
- Bonus Potential



Education

- Professional/Technical Membership Support
- Technical and Leadership Training
- Health and Safety Training
- Customized Orientation
- Mentoring
- Tuition Assistance



Wellness

- Employee Assistance Program
- Wellness Challenges
- Wellness Activity Reimbursement
- CPR/First Aid/AED Training



Time away

- Paid Vacation, Holidays, and Medical Absence Time
- Paid Volunteer Time
- Parental Leave



DAVID STEGINK

VICE PRESIDENT/BROWNFIELD PROGRAM MANAGER

David's experience lies in Brownfield redevelopment; ESAs; BEAs; environmental regulations; hazardous waste management; environmental permitting and reporting; RCRA closure activities and corrective action; USTs; and safety and health.

EXPERIENCE

- Manage daily operations at a hazardous waste disposal facility (TSDf) and hazardous waste transportation operations.
- Manage RCRA closure activities.
- Conduct ESAs to determine environmental conditions of property for real estate and financing activities.
- Prepare successful grant applications for federal and state Brownfield grants.
- Implement multiple USEPA Brownfield assessment, cleanup, and revolving loan fund grants.
- Implement numerous Brownfield redevelopment projects using various funding sources.
- Prepare BEAs and due care evaluation analyses for the transfer of contaminated properties.
- Prepare Brownfield plans and Act 381 work plans for Brownfield sites.
- Managed liability protection for property transfers in multiple states.
- Develop and implement safety and health programs.
- HAZWOPER instructor at the Western Michigan University Hydrogeological Field Camp since 1996.

YEARS OF EXPERIENCE

32 years — Fishbeck

38 years — total

EDUCATION

BS in Chemistry and Biology,
Hope College

REGISTRATIONS/ CERTIFICATIONS

EGLE Storm Water
Operator – Industrial Sites

Accredited Asbestos Inspector

HAZWOPER Site Worker

MEMBERSHIPS

Air & Waste Management
Association/West Michigan
Chapter, Board Member

UST Legislative Work Group

DELEG Green Jobs Initiative
Visioning Process, Contributor

City of Portage
Environmental Board

Jackson Area
Manufacturers Association

TRAINING

Lead Hazard Awareness Training

Hazardous Materials
Emergency Response,
Michigan State University

Emergency Planning and
Communications,
Tricil Environmental, Inc.

Implementation of Environmental
Management Systems





LOGAN MULHOLLAND

BROWNFIELD PROJECT ANALYST

Logan’s expertise lies in Brownfield redevelopment, business incentives, and development strategies.

EXPERIENCE

- Evaluate and implement economic development tools and strategies to support Brownfield redevelopment projects.
- Prepare Brownfield plans and Act 381 work plans for Brownfield sites.
- Assist in implementation of Brownfield plans by tracking tax increment revenue distribution, reimbursements, etc.
- Help secure grants and financial assistance for Brownfield projects including management of grant compliance and reporting.

YEARS OF EXPERIENCE

2 years — Fishbeck
2 years — total

EDUCATION

BA in Leadership and Business
Strategy, Environmental and
Sustainability Studies,
Western Michigan University

**REGISTRATIONS/
CERTIFICATIONS**

HAZWOPER Site Worker





THERESE SEARLES

SENIOR BROWNFIELD SPECIALIST

Therese has experience with Brownfield redevelopment, including preparation of Brownfield plans, Act 381 work plans, tax increment tracking systems, and USEPA assessment grant reporting requirements; environmental due diligence, including Phase I and II ESAs, BEAs, and due care evaluations; air monitoring, asbestos surveys, and abatement oversight; lead inspections and lead risk assessments; and radon measurement and reporting.

YEARS OF EXPERIENCE

7 years — Fishbeck
13 years — total

EDUCATION

BS in Geology and
Environmental Studies,
Western Michigan University

REGISTRATIONS/ CERTIFICATIONS

HAZWOPER Site Worker

Accredited Asbestos Inspector

Asbestos Contractor Supervisor

Lead Inspector

Lead Risk Assessor

NIOSH 582 Certified

NRPP Residential Measurement
Provider for Radon

TRAINING

NITON XRF Spectrum
Analyzer Training

EXPERIENCE

- Manage Brownfield redevelopment including preparation of Brownfield plans and Act 381 work plans, working with Brownfield redevelopment authorities and developers, assessing funding and incentive resources, reimbursement tracking and implementation, EGLE/USEPA grant and loan administration and implementation, and community relations.
- Work with Brownfield authorities, local governmental units, developers, regulatory agencies, and property owners.
- Conduct demolition oversight services on behalf of property owners as a means of determining compliance with demolition specifications.
- Conduct demolition oversight services on behalf of municipal grantees to determine grant compliance.
- Coordinate NEPA environmental review process.
- Conduct Phase I ESAs for residential, commercial, and industrial properties.
- Conduct site-specific historic research, review public government agency files, perform risk assessment of nearby properties, and inspect properties to identify any current or historical environmental risks.
- Assist with Phase II ESAs. Work with field/drilling team to manage site assessments, analyze data, and compare to applicable cleanup criteria; and write technical reports.
- Perform BEAs/due care plans. Write technical reports to provide liability protection for clients' recently purchased properties and provide due care documentation of client responsibility to protect the public from any unacceptable health exposures.
- Complete Part 213 leaking UST investigations, remedial activities, and compliance report preparation.
- Design and implement ambient air exposure monitoring at construction sites.
- Conduct construction site soil management and characterization.
- Complete abandoned container characterization and evaluation for due care compliance.
- Perform asbestos inspections.
- Complete air monitoring and oversight for asbestos removal projects.
- Analyze asbestos air samples using NIOSH 7400 method.
- Perform lead inspections and risk assessments.
- Train individuals for various lead-based training programs.
- Conduct radon monitoring and reporting.

Engineering, architecture, environmental sciences, and construction are the cornerstones of Fishbeck's services, as we design and craft solutions to foster growth and build community.

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