

Agenda

Brownfield Redevelopment Authority

Board of Directors

City of Kalamazoo



Thursday, October 17, 2024

7:45 AM

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

A. CALL TO ORDER, ROLL CALL & EXCUSE ABSENT MEMBERS

B. ADOPTION OF FORMAL AGENDA

C. APPROVAL OF MINUTES

1. Approval of minutes from the BRA meeting on September 19, 2024.

D. PUBLIC COMMENTS

E. DIRECTOR COMMENTS

F. NEW BUSINESS

1. Adoption of a Resolution Approving a Temporary Access Agreement for River Caddis Development, LLC for Property at 500 Harrison and Authorizing the Chairperson to Sign in Substantially the Form Attached, Subject to any Non-Substantive Changes Approved by the Chairperson and to Form by Legal Counsel.

(ACTION: Motion to Adopt a Resolution Approving a Temporary Access Agreement for River Caddis Development, LLC for Property at 500 Harrison and Authorizing the Chairperson to Sign in Substantially the Form Attached, Subject to any Non-Substantive Changes Approved by the Chairperson and to Form by Legal Counsel.)

2. Authorization of Staff and Fishbeck to Collaborate with the Kalamazoo County Brownfield Redevelopment Authority on an Application for the U.S. EPA's FY 2025 Brownfield Assessment Grant.

(ACTION: Motion to Authorize Staff and Fishbeck to Collaborate with the Kalamazoo County Brownfield Redevelopment Authority on an Application for the U.S. EPA's FY 2025 Brownfield Assessment Grant.)

G. UNFINISHED BUSINESS**H. COMMUNICATIONS AND ANNOUNCEMENTS****I. STAFF REPORTS AND UPDATES**

1. Consent to Enter Agreement with Michigan Department of Environment, Great Lakes, and Energy for 700 River and 812 Gull Road for Soil and Groundwater Monitoring Wells (No Action)

J. ADJOURNMENT

**CITY OF KALAMAZOO
BROWNFIELD REDEVELOPMENT AUTHORITY BOARD MEETING
Thursday, September 19, 2024
Community Planning and Economic Development
245 N. Rose Street, Kalamazoo, MI 49007**

MEMBERS PRESENT: Jason Novotny; Sharon Ferraro; Lucas Middleton; *Rachel Bair; Kevan Hess; Kyle Gulau; Alonzo Wilson; Andrew Schipper; Michael Gurnee

MEMBERS ABSENT: Torean Greeley; Nathan Bolton

CITY COMMISSIONERS/CITY STAFF PRESENT: Jamie McCarthy (Sustainable Development Coordinator); Jerri Burdue (EDC Liaison/Neighborhood Business & Special Projects Coordinator); Jessica Wood (Attorney, Dickinson Wright); Logan Mulholland (Fishbeck, Consultant); Jared Chambers (Business Specialist); Heidi Waffle (Brownfield Project Assistant); Antonio Mitchell (CPED Director); Chelsie Downs-Hubbarth (Community Investment Manager); Kevin Ford (Shared Prosperity Kalamazoo Coordinator)

Meeting was called to order at 9:02 AM by Chair Novotny.

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

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

APPROVAL OF MINUTES: Director Ferraro moved approval of minutes from the meeting of August 15, 2024 as presented; seconded by Director Middleton. Motion approved by voice vote unanimously.

PUBLIC COMMENTS

None.

DIRECTOR'S COMMENTS

Director Bair shared she will need to leave the meeting at 9:15. She mentioned that she is aware her name may come up during Item 6 – Nomination of New Officers and if she is not present at that time, please note that she accepts.

Director Schipper will need to abstain from New Business Items 1-4.

Chair Novotny thanked Chair Hess for his service as the EDC Chair.

NEW BUSINESS

1. Approve the Brownfield Plan Development and Reimbursement Agreement with 5135 Portage Road, LLC for the Brewster Redevelopment Project and Authorizing the Chairperson to Sign in Substantially the Form Attached, Subject to any Non-Substantive Changes Approved by the Chairperson and to Form by Legal Counsel.

Ms. McCarthy shared information on the fiscal impact of the Development and Reimbursement Agreement, as found in the agenda packet. She explained per the Agreement, the BRA will reimburse the developer for actual expenses incurred up to \$1,017,200.00 or for 15 years, whichever occurs first. The plan will also cover Brownfield Administrative costs.

Ms. McCarthy continued speaking on the next business item, Item 2, as they are part of the same project. She said activities on this project will either be reimbursed through Tax Increment Financing (TIF) or grant dollars. Staff and Fishbeck will make sure those activities are accounted for and funds are reimbursed.

Mr. Curt Aardema, representative of AVB, said they are excited to be working on the project. It is a four-story Residence Inn Marriott hotel. The intention is to take a relatively complicated, contaminated site and convert it into the hotel project to act as a gateway for the Kalamazoo community and the airport and I-94. They hope to inject some life into a corridor that was hard-hit by past construction. They are making good progress and hoping to get started on demolition in the next month or two. He thanked the board and said they wouldn't be able to do the project without the support of the BRA, the City of Kalamazoo, and EGLE.

Director Gulau said it is good to see this project moving along.

Director Gulau moved approval of the Brownfield Plan Development and Reimbursement Agreement with 5135 Portage Road, LLC for the Brewster Redevelopment Project and Authorizing the Chairperson to Sign in Substantially the Form Attached, Subject to any Non-Substantive Changes Approved by the Chairperson and to Form by Legal Counsel; seconded by Director Middleton.

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

2. Approval of the Brewster's Redevelopment Project Grant Agreement with 5135 Portage Road, LLC and Authorize the Chairperson to Sign in Substantially the Form Attached, Subject to any Non-Substantive Changes Approved by the Chairperson and to Form by Legal Counsel.

Information was shared during previous item.

Director Ferraro moved approval of the Brewster's Redevelopment Project Grant Agreement with 5135 Portage Road, LLC and Authorize the Chairperson to Sign in Substantially the Form Attached, Subject to any Non-Substantive Changes Approved by the Chairperson and to Form by Legal Counsel; seconded by Director Gurnee.

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

3. Approval of the Fifth Amendment to the Purchase and Sale Agreement with 116 West Cedar, LLC and Burdick@Cedar, LLC for the Property at 116 W Cedar Street and Authorizing the Chairperson to Sign in Substantially the Form Attached, Subject to any Non-Substantive Changes Approved by the Chairperson and to Form by Legal Counsel.

Ms. McCarthy shared information on the project, as found in the agenda packet. The developer is looking for a six-month extension to have more time in the design phase.

Mr. Curt Aardema, AVB, said they have been working on this for a year and a half or more to find a development formula that works on this site. He said they are working on a smaller version and maybe breaking the former version into phases as well. The project they're focusing on is a four-story residential-oriented building tying into some of the momentum they have seen with the 400 Rose project. They have had great response from the community on the 400 Rose project and heard that residents love being in that area. They're hoping to carry that momentum to the Cedar Street area and hopefully tie it into the Bronson Hospital campus and start to move toward Burdick Street and the Kalamazoo mall as well. The goal is roughly 70 units. The focus has been on smaller-type

units that they are hearing is desired for in the market. They have had meetings with different groups downtown and are hearing everything is at pretty full occupancy downtown. They are trying to get a new market by tapping into the missing middle housing that is really difficult to build. There's a lot of programs for the subsidized housing, and a natural market for the higher end. They are looking at surface parking right now to keep the building efficient from a cost standpoint. They have brought architects on board and are re-engaged with designing a project on this site.

Director Hess asked if there will be commercial on the bottom level.

Mr. Aardema said no commercial right now. They are looking at this project as a way to support existing businesses that exists downtown. They see this site as transition from downtown core to the Vine neighborhood. Everything to the south is residential, so they see this as urban-scale, urban-footprint, urban-design, but not necessarily having its own commercial uses on the ground floor. Potentially a commercial component would be included in a future phase if there was a market demand. He shared they are studying that closely.

Ms. McCarthy reminded the board the City submitted a grant ask to EGLE for demolition dollars at this site. EGLE has given an update that they are pushing back their announcement date to October.

Mr. Aardema said they wish it wasn't taking this long, but it is just the nature of development right now. Between construction costs, interest rates, and other components, development projects are complicated right now. They feel they have a project right now that is practical and something they can tackle hopefully in the near-term.

Ms. McCarthy added this amendment will extend the investigation period to March 31, 2025.

Director Middleton moved approval of the Fifth Amendment to the Purchase and Sale Agreement with 116 West Cedar, LLC and Burdick@Cedar, LLC for the Property at 116 W Cedar Street and Authorizing the Chairperson to Sign in Substantially to Form Attached, Subject to any Non-Substantive Changes Approved by the Chairperson and to Form by Legal Counsel; seconded by Director Bair. A roll call vote was taken, and the motion passed unanimously. Director Schipper abstained.

*Director Bair left the meeting at 9:18 AM.

4. Approval of an Assignment of Option Agreement for 125 E North Street and Authorizing the Chairperson to Sign in Substantially the Form Attached, Subject to any Non-Substantive Changes Approved by the Chairperson and to Form by Legal Counsel.

Ms. McCarthy shared this project is a senior housing development in the Northside neighborhood. The BRA owns one parcel – 125 E North St – out of a group of properties intended for the project. There is a non-profit housing partnership that currently has a purchase option for that parcel. They are in the last steps of their process and made this request to the BRA to make an assignment to a new non-profit housing partnership they are forming. They gave Ms. McCarthy an update on next steps with MSHDA. They are expecting to close on their MSHDA financing as early as February. Once that closing happens, she shared they tend to match up closing on the property at the same time. The Assignment has been approved as to form by legal.

Director Ferraro moved approval of an Assignment of Option Agreement for 125 E North Street and Authorizing the Chairperson to Sign in Substantially the Form Attached, Subject to any Non-Substantive Changes Approved by the Chairperson and to Form by Legal Counsel; seconded by Director Gurnee. A roll call vote was taken, and the motion passed unanimously. Director Schipper abstained.

5. Approval of a Letter of Intent with Davis Creek Land Development Co. to Purchase Property at Davis Creek Business Park.

Ms. McCarthy shared information on the project, as found in the agenda packet. This will give a three month extension.

**Director Middleton moved approval of a Letter of Intent with Davis Creek Land Development Co. to Purchase Property at Davis Creek Business Park; seconded by Director Hess.
A roll call vote was taken, and the motion passed unanimously.**

6. Nomination and Approval of New Officer Positions for Chair, Vice Chair, and Treasurer/Secretary Effective October 1, 2024.

Director Novotny nominated Lucas Middleton as Chair, Kyle Gulau as Vice-Chair, and Rachel Bair as Treasurer/Secretary.

**Director Ferraro moved approval of New Officer Positions for Chair, Vice Chair, and Treasurer/Secretary Effective October 1, 2024; seconded by Director Schipper.
Motion approved by voice vote unanimously.**

Director Middleton thanked Chair Novotny for his service as Chair over the last year.

7. Adoption of FY 2025 Budgets for Fund 242 and Fund 243, in Substantially the Form Attached, Subject to Non-Substantive Changes by Management Services Department.

Ms. McCarthy shared information on FY Budgets for Fund 242 and Fund 243, as found in the agenda packet.

Director Gulau thanked Ms. McCarthy for her hard work and putting the narrative together. He said this is the most transparent, thoughtful, and strategic he has felt the budget preparation has been in his time on the board.

**Director Gulau moved adoption of FY 2025 Budgets for Fund 242 and Fund 243, in Substantially the Form Attached, Subject to Non-Substantive Changes by Management Services Department; seconded by Director Schipper.
A roll call vote was taken, and the motion passed unanimously.**

UNFINISHED BUSINESS

None.

COMMUNICATIONS AND ANNOUNCEMENTS

Ms. McCarthy shared the BRA closed on the sale of 508 Harrison on August 30, 2024. She said they have already begun demolition work on-site. They are doing regular meetings with the development team and the EGLE coordinator. She let directors know to expect a Save-The-Date to be sent out soon for their groundbreaking ceremony on October 9.

STAFF REPORTS AND UPDATES

1. U.S. EPA FY 2025 Assessment Coalition Grants – Solicitations Open/Due November 14, 2024

Ms. McCarthy shared the EPA released their assessment and cleanup grants, and the City grant staff is interested in looking at the Assessment Coalition Grants. It involves partnering with other municipalities to request funding for contaminants and property assessments. They are talking with other local municipalities. She said the County has had this grant for a number of years now and done it by themselves. She will let the board know if there is interest in

a coalition coming together. Applications are Due November 14.

ADJOURNMENT: The meeting was adjourned at 9:37 A.M. by Chair Novotny.

Heidi Waffle
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: October 17, 2024

SUBJECT: Adoption of a Resolution Approving a Temporary Access Agreement for River Caddis Development, LLC for Property at 500 Harrison and Authorizing the Chairperson to Sign in Substantially the Form Attached, Subject to any Non-Substantive Changes Approved by the Chairperson and to Form by Legal Counsel.

RECOMMENDATION:

It is recommended the BRA adopt a Resolution approving a Temporary Access Agreement for River Caddis Development, LLC for property at 500 Harrison and authorize the chair to sign.

BACKGROUND:

The Authority and River Caddis Development LLC (the “Developer”) entered into a binding Brownfield Plan Development Agreement dated January 11, 2021 which details plans to redevelop and remediate the property at 508 Harrison Street and 660 Gull Road (the “Property”), all pursuant to an Act 381 Brownfield Plan. The Authority and Developer closed on the sale of the parcel at 508 Harrison Street on August 29, 2024. This sale also formalized a parcel split which left a strip of land along the Kalamazoo River containing the Jack Coombs Trail (new address 500 Harrison Street). The future plan will be for the City of Kalamazoo to own and maintain the trail in perpetuity.

Leading up to the property transaction, Developer received approval of the Site Plan from the City of Kalamazoo and Floodplain Permit No. WRP028918 v1.0 (the “Permit”) from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) -- Water Resources Division related to Developer’s proposed activities at the Property. The activities included fill within the floodplain to raise the elevation of the buildings above floods stage, compensating cut for two stormwater ponds, and approval of a 24" stormwater line that outfalls to the Kalamazoo River. This stormwater line is proposed and approved to be trenched across the property at 500 Harrison and under the Jack Coombs Trailway.

In September 2024, Developer commenced construction of the project at the Property and

requested temporary access to the adjacent site at 500 Harrison owned by the Authority. Pursuant to the Permit, Developer is seeking access to 500 Harrison Street to install the 24” stormwater line that will drain stormwater ponds from the Property and outfall to the Kalamazoo River. The attached Temporary Access Agreement provides Developer's contractors access to the site for 12 months provided they restore the site and trail to same or better condition and indemnify the City of Kalamazoo and Authority. The work is targeted for November 2024. Developer is working with the City of Kalamazoo Public Services Department on a permit to close the trail and provide a detour route.

FISCAL IMPACT:

There is no fiscal impact anticipated at this time.

**CITY OF KALAMAZOO BROWNFIELD
REDEVELOPMENT AUTHORITY**

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF A
TEMPORARY ACCESS AGREEMENT WITH RIVER CADDIS
DEVELOPMENT, LLC**

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

WHEREAS:

1. The Authority and River Caddis Development LLC (the “Developer”) entered into a binding Brownfield Plan Development Agreement dated January 11, 2021 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 508 Harrison Street and 660 Gull Road (the “Property”), all pursuant to an Act 381 Brownfield Plan; and
2. On August 29, 2024, the Authority and Developer executed the Fourth Amendment to and Assignment of Brownfield Plan Development Agreement clarifying the reimbursement of grant proceeds from a Brownfield Redevelopment Grant from the Michigan Department of Environment, Great Lakes, and Energy (“EGLE”) and deleting the provisions of reimbursement of tax increment revenue; and
3. On July 6, 2021 Developer received Permit No. WRP028918 v1.0 (the “Permit”) from the Michigan Department of EGLE, Water Resources Division related to Developer’s proposed activities at the Property; and
4. In September 2024, Developer commenced construction of the project at the Property and requested temporary access to the adjacent site at 500 Harrison owned by the Authority. Pursuant to the Permit, Developer is seeking access to 500 Harrison Street to install a 24” stormwater line that will drain stormwater ponds from the Property and outfall to the Kalamazoo River.

RESOLVED:

1. That the Temporary Access 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 Authority’s Chairperson 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: October 17, 2024

Director Rachel Bair, 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 October 17, 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: October 17, 2024

Director Rachel Bair, Secretary

TEMPORARY ACCESS AGREEMENT

This Temporary Access Agreement is entered into this ____ day of _____, 2024, by and between the KALAMAZOO BROWNFIELD REDEVELOPMENT AUTHORITY (the “Authority”) and River Caddis Development, LLC (the “Grantee”) under the following circumstances:

Grantee has retained _____ to perform construction and site preparation activities at the Authority’s property having a common street address of 500 Harrison Street and Parcel Number 06-15-295-103 (the “Property”); and Grantee has requested permission from the Authority to perform construction activities in, on, under and through the Property, including without limitation the installation of a permanent 24” stormwater outfall that will require trenching and installation of temporary dewatering well(s) and closure and excavation of a portion of the Authority’s Jack Coombs nonmotorized trailway at the Property (“the activities”) in the general vicinity shown on Exhibit A.

Grantee has applied for and received permit No. WRP028918 v1.0 from the Michigan Department of Environment, Great Lakes and Energy (EGLE) Water Resources Division, issued as of July 6, 2021 (the “Permit”), related to Grantee’s proposed activities at the Property.

The Authority and Grantee agree as follows:

1. Authority consents to allow Grantee to provide a summary of the activities including a map(s) of activity locations, diagram of all installed stormwater outfall constructions and any associated de-water and trenching facilities necessary to complete the activities, and perform the activities within the Property.

2. Grantee shall ensure that all necessary utility staking and notification through “MISS DIG” occurs before the commencement of any of the activities.

3. All maintenance shall be at the sole expense of the Grantee and shall be subject to all applicable codes, regulations, and restrictions of record. Grantee agrees to maintain the Property in a safe and attractive condition during the term of this agreement. No drums and other storage containers shall be stored within the Property.

4. At the conclusion of its activities, Grantee shall restore the Property to the same or better condition as it existed before the activities were initially conducted under this Agreement, including but not limited to restoring the asphalt surface of the trailway to match existing grade and condition and re-open the trail to full public access. Grantee shall reimburse the Authority in the event the Authority should incur any reasonable expense resulting from restoring the site to its original condition.

5. Grantee shall place waste from well development, well sampling purge water and wastewater generated from de-watering activities into appropriate containers or treatment systems, to be treated off site upon completion of subject activity. Grantee shall not allow any subject purge water to be discharged into the City of Kalamazoo’s stormwater system or sanitary system without the City of Kalamazoo’s prior written approval.

6. Grantee shall not make any change to the Property if not reasonably necessary for the activities.

7. Grantee agrees to defend, indemnify and save harmless the City of Kalamazoo and the Authority, including its and their agents, employees and officials, from all liability, claims, demands, expenses, and judgments whatsoever related in any way to Grantee's contemplated or actual use of said Property, or any of Grantee's activities conducted pursuant to the Permit.

8. Grantee shall make no claim of any kind against the Authority that relates to Grantee's use of the Property, except to the extent of Authority's gross negligence or tortious acts.

9. Grantee will provide proof of liability insurance during the pendency of this Agreement in an amount specified by Authority, naming City of Kalamazoo and Authority as an additional insured.

10. Grantee agrees that this Agreement is revocable in nature and that such temporary occupancy granted herein shall not ripen into any ownership by adverse possession or prescriptive easement, nor shall any other property right vest or arise in Grantee.

11. Grantee may terminate this agreement at any time upon providing the Authority with written notice. In the event the Authority concludes that the Grantee is conducting activities outside the scope of this Agreement, the Authority may terminate this agreement upon providing Grantee seven (7) days' written notice. Notwithstanding anything herein to the contrary, if the Authority exercises this termination option, it hereby agrees that Grantee may require up to thirty (30) days from receipt of written termination notice from the Authority to mobilize a contractor to the Property to properly abandon the existing monitoring well(s)

covered under this Agreement. The Authority or Grantee may terminate this Agreement without cause upon providing Grantee 60 days' written notice.

12. Grantee's activities shall not unreasonably interfere with or disrupt the public use of the Property or the adjoining right-of-way or traffic. If it becomes necessary to work in or block a part of the roadway and/or the railway, work shall be signed and protected in accordance with the Michigan Manual of Uniform Traffic Control Devices prepared by the Michigan Department of Transportation, and with the approval of the Department of Public Services of the City.

13. All borings or wells associated with the work to be performed under this Agreement shall be properly sealed and finished by Grantee with a steel protective cover cemented flush with the surrounding surface grade.

14. At all times during the term of this Agreement, the installations required by this Agreement will be maintained and kept by Grantee in a condition that is safe and not disruptive of the public use of the Property.

15. Grantee shall properly abandon all soil borings and wells when no longer needed or upon termination of this Agreement. When well abandonment has been completed, Grantee will provide a well abandonment log(s) or other notification to the Authority.

16. The Grantee must notify the Authority at least 72 hours before starting work and upon completion of work.

17. This Agreement shall remain in force for a period of one (1) year, unless terminated prior to that date by either party.

18. Grantee shall ensure that all activities conducted by Grantee or its employees, agents or contractors pursuant to this Agreement are conducted in a manner that is consistent with the conditions, terms and restrictions as set forth in the Permit. Grantee covenants and agrees that it shall not discharge (or permit to be discharged) within the Property any Hazardous Materials or Hazardous Substances (as such terms are defined below) in violation of Environmental Laws (as defined below). "Hazardous Materials" shall mean: (i) any hazardous, toxic or radioactive substance, material, matter or waste regulated under an Environmental Law, including but not limited to formaldehyde, urea, asbestos, polychlorinated biphenyls, any petroleum product, petroleum derived products and/or its constituents or derivatives, any flammable or explosive materials; and (ii) "Hazardous Substances" as defined in the Comprehensive Environmental Response, Compensation and Liability Act, as amended, 42 U.S.C. §9601 et seq., and the Resource Conservation and Recovery Act, as amended, 42 U.S.C. §6901 et seq.. "Environmental Laws" shall mean all federal, state and local laws, statutes, rules, orders, decrees, consent agreements, permits, authorizations, ordinances and codes that govern or pertain to the protection of health and the environment.

19. Grantee shall not conduct any activities that are not specifically agreed to by Authority herein. Any activities performed by Grantee not specifically agreed to shall constitute a violation of this Agreement and shall entitle Authority to pursue all equitable and legal remedies available to it in a court of competent jurisdiction.

20. The person signing this Agreement verifies that he or she has the authority to do so.

Dated: _____

City of Kalamazoo Brownfield

Redevelopment Authority:

By: _____

Its: _____

Dated: _____

GRANTEE:

By: _____

Its: _____

Memo

TO: Jamie McCarthy, Brownfield Redevelopment Authority Staff Liaison, City of Kalamazoo

FROM: Therese Searles, Senior Brownfield Specialist
Logan Mulholland, Brownfield Project Analyst

DATE: October 11, 2024

SUBJECT: FY25 USEPA Assessment Coalition Grant

The City of Kalamazoo Brownfield Redevelopment Authority approached the Kalamazoo County Brownfield Redevelopment Authority (KCBRA) staff regarding interest in applying for a U.S. Environmental Protection Agency (USEPA) Brownfield Assessment Grant for the fiscal year 2025 (FY25). With a desire to collaborate with the county instead of competing against them, discussions were held with KCBRA staff to discuss partnering in a coalition grant.

Coalition grants are designed for a “lead” entity to partner with two to four entities that “do not have the capacity to apply for and manage their own EPA cooperative agreement and otherwise would not have access to Brownfields Grant resources.”

The differences between a Community-wide Assessment Grant and an Assessment Coalition Grant for FY25 are summarized below:

	Community-wide Assessment Grant	Assessment Coalition Grant
Maximum Award Amount	\$500,000	\$1,200,000
Performance Period	4 Years	4 Years

The FY25 USEPA Brownfield Assessment Grant application period is now open, and applications are due November 14, 2024, so decision-making discussions regarding the application process should be made as soon as feasible.

At a regular meeting of the KCBRA on September 26, 2024, the board took action to move forward with partnering with the City of Kalamazoo, and other partners to be determined, on an Assessment Coalition Grant, seeking \$1,200,000 for a 4-year grant period. The KCBRA’s board action included authorizing staff to request approval to apply for the grant to be placed on the County Board of Commissioners (BOC) agenda, work with the consultant (Fishbeck) to draft an invitation letter to potential coalition partners and for the consultant to prepare the grant application, and to authorize staff to negotiate a budget with the City for preparing the application. Discussion was held regarding a \$6,000 budget for preparing the grant application and Fishbeck representatives indicated any hours spent above and beyond the \$6,000 budget would be donated by Fishbeck. The County Brownfield Administrator indicated the County’s portion of this budget (\$3,000) can come from the existing general services budget with Fishbeck. The City Brownfield Redevelopment Authority Staff Liaison has indicated that the City’s portion of this budget (\$3,000) can come from the city’s existing purchase order with Fishbeck. Fishbeck recommends acceptance of this memo to document moving forward with the Coalition Grant application and to document application preparation budget approvals.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
KALAMAZOO DISTRICT OFFICE



PHILLIP D. ROOS
DIRECTOR

September 9, 2024

VIA EMAIL

City of Kalamazoo Brownfield Authority
241 W. South Street
Kalamazoo, Michigan 49007

Dear City of Kalamazoo Brownfield Authority,

SUBJECT: Request for Voluntary Access to Property Associated with
803 Riverview, Kalamazoo, Kalamazoo County;
EGLE Facility ID No. 39000835, hereinafter referred to as "the Facility"

The Department of Environment, Great Lakes, and Energy (EGLE) has information indicating that the property described in the enclosed Consent to Enter Private Property form (812 Gull Road, the "Property") has been impacted by environmental contamination resulting from the release of hazardous substances at or near the Property. EGLE is seeking access to the Property to undertake response activities, including but not limited to, installing soil borings, taking soil samples, and installing one or more monitoring wells. This access is also necessary to collect groundwater samples, survey, measure static water levels, conduct one or more pump tests, and conduct other field assessment activities at the existing and/or newly installed monitoring well(s). This authorization permits photography, videography, and data collection from ground level and/or by a small unmanned aerial vehicle. Section 20117(3) of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, provides EGLE with the right to enter public and private property at all reasonable times where there is a reasonable basis to believe that there may be a release or threat of release of a hazardous substance into the environment.

As the owner and operator of the Property, you also have certain due care obligations pursuant to Section 20107a of Part 201. Section 20107a(1)(d) requires an owner or operator who has knowledge his or her property is a facility to provide reasonable cooperation, assistance, and access to the persons that are authorized to conduct response activities at the facility.

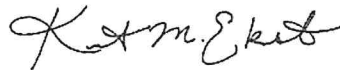
Therefore, pursuant to Sections 20117(3) and 20107a(1)(d) of Part 201, EGLE requests that you grant voluntary access to the Property for its employees, contractors, or authorized representatives by signing and returning the enclosed Consent to Enter Private Property form within ten (10) working days of receipt of this letter. The document should be returned to:

City of Kalamazoo Brownfield Authority
September 9, 2024
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Kate Ekstrum
Kalamazoo District Office
Remediation and Redevelopment Division
Department of Environment, Great Lakes, and Energy
7953 Adobe Road
Kalamazoo, Michigan 49009
269-568-1373

Please assist EGLE in performing its responsibilities to ensure protection of the public health, safety, and environment by granting access voluntarily. If you have any questions, please contact me. Thank you for your cooperation in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Kate Ekstrum". The signature is fluid and cursive, with the first letters of the first and last names being capitalized and prominent.

Kate Ekstrum, Project Manager
Kalamazoo District Office
Remediation and Redevelopment Division
269-568-1373

Enclosure

PART 201 CONSENT TO ENTER PRIVATE PROPERTY FORM

Location Information for source property (as found in RIDE)

Location Name: 803 Riverview Drive	Location ID: 39000835
---------------------------------------	--------------------------

Signer information (sufficient to identify who is signing the CTE, their relationship to the property, and how to contact them).

Name of Individual Signing this Document: <i>Antonio Mitchell</i>	☐ Signer is the/an owner of the property ☒ Signer is an authorized representative of the owner.	
Title: <i>Attorney-in-fact</i>	Business Name: <i>BRA</i>	
Mailing Address: <i>245 N Rose St Ste 100</i>		
City: <i>Kalamazoo</i>	State: <i>MI</i>	Zip: <i>49007</i>
Telephone Number:		Email:

Information on the Property being accessed:

Owner Name: City of Kalamazoo Brownfield	Assessor's Property Tax ID Number: 06-15-279-201	
Street Address: 812 Gull Road		
City: Kalamazoo	State: Michigan	Zip: 49048
Other:		

I, Antonio Mitchell owner of (or representative authorized by the owner to grant access to) the property described in Attachment A (Property), having been informed of the request by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to conduct response activities on the Property, hereby voluntarily permit and authorize EGLE, its employees, contractors, or authorized representatives to enter, and if necessary re-enter, the Property to undertake response activities, including but not limited to, installing soil borings, taking soil samples, and installing one or more monitoring wells. This access is also necessary to collect groundwater samples, survey, measure static water levels, conduct one or more pump tests, and conduct other field assessment activities at the existing and/or newly installed monitoring well(s). This authorization permits photography, videography and data collection from ground level and/or by a small unmanned aerial vehicle.

I understand that EGLE has the authority pursuant to Section 20117 of Part 201, Environmental Remediation, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), to enter public or private property at all reasonable times for purposes that include, but are not limited to, investigating the existence, origin, nature, or extent of a release or threatened release of a hazardous substance into the environment.

The due care provisions in Section 20107a(1) of the NREPA, in part provide that a person who owns or operates Property that he or she has knowledge is a facility shall provide reasonable cooperation, assistance, and access to the persons that are authorized to conduct response activities at the facility, including the cooperation and access necessary for the installation, integrity, operation, and maintenance of any complete or partial response activity at the facility. I understand that the access granted herein covers a portion of the due care obligations that I, as an owner (or representative authorized by the owner to act on his or her behalf for this access) have pursuant to Section 20107a(1) of the NREPA. I also understand that at this time EGLE believes that the source of the contamination may have originated on properties adjacent to or in the vicinity of the Property; and EGLE believes the contamination may have migrated or spread onto the Property.

I understand that I am entitled to accompany EGLE, its employees, contractors, or authorized representatives during these activities; to participate in the collection of any split samples taken as part of these activities; and, if I so request, to receive a copy of any sample analysis results, photographs, or video taken as part of these activities.

I agree and understand that all information collected by EGLE is subject to disclosure under the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246.

I agree to comply with the requirements of any EGLE health and safety plan while on the Property during these sampling activities.

I agree that the duration of this entry authorization shall be of such reasonable length to enable EGLE, its employees, contractors, or authorized representatives to satisfactorily complete the activities described above. If I choose to revoke this entry authorization, I agree that I will provide a revocation of entry in writing to Mr. David Harn, District Supervisor, Kalamazoo District Office, Remediation and Redevelopment Division, EGLE, 7953 Adobe Road, Kalamazoo, Michigan 49009, at least thirty (30) days prior to the effective date of the revocation of entry authorization. I agree that the duration of this entry authorization shall continue until either I revoke it, or the activities described above are completed. I also agree that as long as this entry authorization remains in force, I will not interfere with, interrupt, change, or otherwise disturb any systems or equipment installed or utilized by EGLE, its employees, contractors, or authorized representatives.

This voluntary written permission is granted to EGLE by:



Signature of Property Owner or Authorized Representative

10/3/24

Date

Director of Community Planning & Economic Development