

# Agenda

## Brownfield Redevelopment Authority

### Board of Directors



City of Kalamazoo

Thursday, November 20, 2025

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 October 16, 2025

**D. PUBLIC COMMENTS**

**E. DIRECTOR COMMENTS**

**F. PUBLIC HEARING**

1. Public hearing for an Amendment to the Brownfield Plan for 700 Block North Burdick Street, Kalamazoo, Michigan.

- 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 the Amended Brownfield Plan for 700 Block North Burdick and Recommending the City Commission Adopt the Plan.

(MOTION: Motion to adopt a Resolution approving the implementation of the

Amended Brownfield Plan for 700 Block North Burdick and recommend the City Commission adopt the plan.)

2. Approval of the Second Amendment to the Brownfield Plan Development Agreement for 700 Block North Burdick Street and Authorize the Vice Chair to Sign

(ACTION: Motion to approve the Second Amendment to the Brownfield Plan Development Agreement and authorize the Vice Chair to sign.)

3. Adoption of a Resolution Approving the Eighth Amendment to the Purchase and Sale Agreement for 116 W Cedar Street, with Such Amendment Being in Such Form as Approved by the Board Chair and Subject to Review by Legal Counsel.

(ACTION: Motion to adopt a Resolution approving the Eighth Amendment to the Purchase and Sale Agreement for 116 W Cedar Street, with such amendment being in such form as approved by the Board Chair and subject to review by legal counsel.)

4. Approval of the Second Amendment to the 530 S Rose Grant Agreement and Authorize the Chair to Sign.

(ACTION: Motion to approve the Second Amendment to the 530 S Rose Grant Agreement and authorize the Chair to sign.)

5. Adoption of a Resolution Approving an Affordable Housing Agreement between the City of Kalamazoo, Brownfield Redevelopment Authority, 619, LLC and 19 Props, LLC, and Authorizing the Chair to Sign.

ACTION: Motion to adopt a Resolution approving an Affordable Housing Agreement between the City of Kalamazoo, Brownfield Redevelopment Authority, 619, LLC and 19 Props, LLC, and authorize the Chair to sign.

6. Approve the Invoice from the State of Michigan dated September 30, 2025 in the amount of \$85,246.50 for State Education Tax and authorize the City of Kalamazoo to issue payment.

7. Approval of an Amended FY2026 Budget for Fund 243 - Brownfield Operational Fund to Include a Line Item for Administrative Fees.

(ACTION: Motion to approve an amended FY2026 budget for Fund 243 - Brownfield Operational Fund to include a line item for administrative fees.)

## **H. UNFINISHED BUSINESS**

**I. COMMUNICATIONS AND ANNOUNCEMENTS**

**J. STAFF REPORTS AND UPDATES**

**K. ADJOURNMENT**

**CITY OF KALAMAZOO  
BROWNFIELD REDEVELOPMENT AUTHORITY BOARD MEETING  
Thursday, October 16, 2025  
Community Planning and Economic Development  
245 N. Rose Street, Kalamazoo, MI 49007**

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**MEMBERS PRESENT:** Sharon Ferraro; Jason Novotny; Andrew Schipper; Michael Gurnee; Rachel Bair; Scott Petersen; Lucas Middleton

**MEMBERS ABSENT:** Alonzo Wilson; Eddie Warr; Kyle Gulau; T.J. Ward

**CITY COMMISSIONERS/CITY STAFF PRESENT:** Jamie McCarthy (Development Manager); Heidi Waffle (Brownfield Project Assistant); Bobby Boyd (Economic Development Supervisor); \*Jessica Wood (Attorney, Dickinson-Wright); \*Logan Mulholland  
\*Attorney Wood attended the meeting virtually.

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Meeting was called to order at 8:17 AM by Vice-Chair Bair.

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

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

**APPROVAL OF MINUTES:** Director Gurnee moved approval of minutes from the BRA meeting on September 18, 2025 and the BRA Special Meetings on October 2, 2025 and October 9, 2025 as amended; seconded by Director Ferraro. Motion approved by voice vote unanimously.

Director Gurnee shared one correction is needed for the October 9, 2025 Special Meeting minutes as presented. He was absent, but in the minutes, he is marked as present.

### **PUBLIC COMMENTS**

None.

### **DIRECTOR'S COMMENTS**

Director Gurnee thanked Vice-Chair Bair for stepping into the Chair role this morning.

Director Bair thanked staff and Attorney Wood for the extra work that went into the special meetings they had over the last month. It was very important work on a short timeline, and she is glad they got it done.

### **NEW BUSINESS**

1. Adoption of a Resolution Approving and Authorizing Reimbursement of Eligible Activities with Available Tax Increment Revenues Pursuant to a Loan Agreement Consistent with Term Sheet and Execution Thereof.

Ms. McCarthy shared they continue to move productively towards deadlines for the Transformational Brownfield Plan (TBP). They are still on target to meet the December 9 deadline to get everything to the Michigan Strategic

Fund (MSF) board. They have been working closely with MEDC. It has come from a lot of work from the BRA's partners and development team. The brownfield plan is on the City Commission's upcoming agenda. She mentioned the loan item on the agenda today, as well as an Affordable Housing Agreement they continue to work on with the development team.

Attorney Wood shared the reason for the Affordable Housing Agreement is because it is in the statute for a TBP. The state requires it. The state has named it an affordable housing agreement, but it is not necessarily what we might consider affordable. The statute requires the City must also be a party to it, so that complicates matters because three different entities must negotiate the agreement and the City also has to sign off on it. The development team has to have the agreement in order to capture 100% of the income tax stream that they are counting on in their proforma.

\*Ms. Mulholland entered the meeting at 8:26 AM.

Ms. McCarthy shared information on the loan, as found in the packet. She said it is tied to eligible activities in the project, but it also frees up capital for the developer to invest in and fund the Voluntary Community Benefits Agreement that they signed with the Northside Cultural Business District Authority. They want it to be tied to the performance of starting construction and delivering on the first project of the TBP. The loan agreement would conform with Act 381 which gives the board the authority to loan but does limit how they are able to loan dollars and what those dollars can be spent on. The loan would be issued no sooner than the developer's construction loan, and they would need to be able to provide documentation to show they have eligible expenses.

Ms. McCarthy continued to explain the terms of the loan, as found in the packet. It includes repayment of \$600,000 in lump sum twenty years after issuance of the loan. There will be a Development and Reimbursement Agreement as well, which will be signed separately by multiple parties. \$100,000 of the loan will be eligible for forgiveness at the twenty year mark. She said after the developer was given the term sheet they had a conversation regarding a personal guarantee to match the EIF loan. The developer said a personal guarantee on \$700,000 was not doable for them, so they would like to agree to a limited personal guarantee that can be written into the loan agreement.

Director Petersen explained that in banking since about 2010 personal guarantees have been pretty much non-negotiable since the mortgage crisis. He asked why is the developer concerned with the personal guarantee?

Attorney Wood shared due to the short timing with the TBP, she had just placed the personal guarantee within the loan agreement within the last twenty-four hours. She said they have not really had time to unpack their concerns.

Director Petersen and Attorney Wood discussed the personal guarantee.

Director Novotny said he would be enthusiastic to be able to see a transformational brownfield plan in Kalamazoo. He is comfortable with staff and legal counsel negotiating the terms.

**Director Middleton moved adoption of a Resolution Approving and Authorizing Reimbursement of Eligible Activities with Available Tax Increment Revenues Pursuant to a Loan Agreement Consistent with Term Sheet and Execution Thereof with 619 LLC and all other parties related to the transformational brownfield properties; seconded by Director Schipper.**

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

## UNFINISHED BUSINESS

None.

## COMMUNICATIONS AND ANNOUNCEMENTS

None.

### STAFF REPORTS AND UPDATES

Ms. McCarthy shared she had communications with Matt Hollander regarding the Kal-Recovery Site. The project is ready to begin work on an EGLE brownfield grant proposal. The feedback she has gotten back from EGLE has been that they should start all sitting down and talking, especially with the MSHDA staff liaisons because of the complexity of that site.

Director Schipper asked if there is any update on the Bronco Commons project.

Ms. McCarthy shared the last thing she had shared was they received conditional approval from MSHDA. She said they are still in the final revisions to their brownfield plan.

Director Bair asked if there is any update on the 116 W Cedar project.

Ms. McCarthy shared she was just out at the site last week to meet Consumers Energy to complete disconnects. Staff is working with Fishbeck on hazardous materials surveys and what has been done historically.

**ADJOURNMENT:** The meeting was adjourned at 8:44 A.M. by Vice-Chair Bair.

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Heidi Waffle  
Recording Clerk

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Chair Signature

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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, Staff Liaison

**DATE:** November 20, 2025

**SUBJECT:** Adoption of a Resolution Approving the Implementation of the Amended Brownfield Plan for 700 Block North Burdick and Recommending the City Commission Adopt the Plan.

## RECOMMENDATION:

It is recommended the BRA adopt a Resolution approving the implementation of the Amended Brownfield Plan for 700 Block North Burdick and recommend the City Commission adopt the plan.

## BACKGROUND:

### Original Brownfield Plan

On February 17, 2020, the City of Kalamazoo City Commission adopted a Brownfield Plan to support the proposed redevelopment of the eligible property located at 708 North Burdick Street, 714 North Burdick Street, 718 North Burdick Street, and 720 North Burdick Street in the City of Kalamazoo. Since the plan was adopted, 718 and 720 N Burdick have been combined into a single parcel (currently known as 718 N Burdick), and the scope of the proposed redevelopment has significantly expanded. This Brownfield Plan Amendment (Amendment #1) removes the former 718 and 720 N Burdick Street parcels from the existing Brownfield Plan and updates the eligible activities and costs for the 708 and 714 N Burdick projects.

### Proposed Brownfield Plan Amendment

The new project scope will bring an additional \$1.2 million in private capital investment into the block, located in the Northside Neighborhood. The 714 N Burdick Street property has recently been renovated into a mixed-use space, including commercial space and two residential units. The 708 N Burdick project is the next building slated for redeveloped into one commercial unit and six residential units, including one studio, four one-bedroom units, and one two-bedroom unit. The units will range from approximately 385 square feet (studio) to 700 square feet. The Developer anticipates leveraging state incentives from MEDC, in addition to local brownfield request. The Developer intends to commence eligible activities in the fall of 2025. It is anticipated that the Project will be completed in 2026. Developer anticipates retaining 4 full-

time equivalent jobs that are currently remote positions. The originally approved Brownfield Plan included \$163,700 of eligible activities. Amendment #1 added additional eligible activities, increasing the total eligible activities by \$96,715 to \$260,415.

The project was evaluated against the brownfield policy to award years of TIF support, for a total of 21 years of reimbursement for eligible activities. 708 and 714 N Burdick Street (Parcels Included: 06-15-181-012 and 06-15-181-121) meet several investment criteria, including their location in a core neighborhood and walkable to transit. The site is near downtown Kalamazoo and within walking distance of the city’s central business district. The project retains jobs, leverages state and other funding sources and investment into the City, and has rooftop solar. The Project will expand the local tax base, demonstrated a financing gap, results in significant capital investment into the community, and creates much-needed new multi-family housing opportunities in the city of Kalamazoo.

### **Eligible Costs**

#### *School and Local*

- Pre-Approved Activities: Phase I Environmental Site Assessments, totaling \$5,000.
- Demolition: Site demolition and partial building demolition are anticipated to be \$95,000, inclusive of \$65,000 for 708 N Burdick and \$30,000 already incurred for 714 N Burdick.

#### *Local-Only*

- Infrastructure Improvements Necessary to Support Housing: It is anticipated that right-of-way improvements (\$40,000) and utility main and connections (\$86,000) will be completed as part of the 708 N Burdick redevelopment, totaling \$126,000.
- Brownfield Plan Preparation: Preparation of the Brownfield Plan (\$5,000) and Amendment #1 (\$765) is estimated to total \$5,765.
- 15% Contingency: A 15% contingency on future demolition and infrastructure improvements is included. The total contingency cost is anticipated at \$28,650.

**Total: \$260,415**

### **Estimated Outcomes:**

- 8 Residential Units Upon Completion
- 2 Commercial Spaces Upon Completion
- \$1.2M Total Investment
- 4 FTE Jobs Retained
- \$67,993 Initial Taxable Value
- \$350,994 Future Taxable Value

### **FISCAL IMPACT:**

No direct fiscal impact on the FY 2025 budget. The project implementation costs in 2026 and beyond will be funded through an administrative fee covered by the Brownfield Plan. The breakdown in capture values are as follows:

- 26 Years of Brownfield Plan Capture
- \$30,456 Authority Administration Fees (10% Local-Only Estimation)
- \$260,415 Maximum Amount of Developer Eligible Activities
- \$256,612 Anticipated to Be Reimbursed
- \$62,493 Amount to be Deposited in Local Brownfield Revolving Fund

**CITY OF KALAMAZOO  
BROWNFIELD REDEVELOPMENT AUTHORITY**

**A RESOLUTION APPROVING THE IMPLEMENTATION OF  
AN ACT 381 BROWNFIELD PLAN AMENDMENT FOR  
708 AND 714 NORTH BURDICK STREET  
AND  
RECOMMENDING ADOPTION BY THE CITY COMMISSION**

Minutes of a regular meeting of the City of Kalamazoo Brownfield Redevelopment Authority held on November 20, 2025 at 7:45 a.m., local time, at the Community Planning & Economic Development Department, 245 North Rose Street, Kalamazoo, Michigan.

PRESENT:

\_\_\_\_\_

ABSENT:

\_\_\_\_\_

The following resolution was offered by Member \_\_\_\_\_ and seconded by Member \_\_\_\_\_.

RECITALS:

- A. The City has created the City of Kalamazoo Brownfield Redevelopment Authority (the "Authority"), under the provisions of Act 381, Public Acts of Michigan, 1996, as amended ("Act 381").
- B. Under Resolution No. 08-16, the City Commission delegated the public hearing process to the Authority regarding any future proposed Act 381 Brownfield Plan, including proposed Act 381 Brownfield Plan Amendment for 708 and 714 North Burdick Street ("700 Block North Burdick Brownfield Plan").
- C. The 700 Block North Burdick Brownfield Plan was originally adopted by the City of Kalamazoo City Commission on February 17, 2020.
- D. A public hearing was held by the Authority on November 20, 2025, on 700 Block North Burdick Brownfield Plan Amendment ("Amended Brownfield Plan"); notice of the public hearing was given to all taxing authorities levying ad valorem or specific taxes against any parcels within Amended Brownfield Plan, and was also given by publication, as required by Act 381.
- E. Following the public hearing on Amended Brownfield Plan, the Authority, in consideration of any comments heard at the public hearing or written communications received at or prior to the public hearing, determines that the Amended Brownfield Plan constitutes a public purpose in that:

- a. It meets all requirements of Section 13 of Act 381.
- b. The proposed method of financing the costs of eligible activities of Amended Brownfield Plan is feasible, and the Authority has the authority to arrange the necessary financing.
- c. The description of eligible activities and their estimated costs are reasonable and necessary to carry out the purposes of Act 381, and
- d. The amount of captured taxable value estimated to result from Amended Brownfield Plan is reasonable.

**THEREFORE, IT IS RESOLVED THAT:**

The City of Kalamazoo Brownfield Redevelopment Authority approves the implementation of the Act 381 Brownfield Plan for Amended Brownfield Plan and recommends the City Commission adopt a resolution approving this Amended Brownfield Plan.

**AYES:**

\_\_\_\_\_

**NAYS:**

\_\_\_\_\_

**ABSTAIN:**

\_\_\_\_\_

**RESOLUTION DECLARED.**

**CERTIFICATE**

The foregoing is a true and complete copy of a resolution adopted by the City of Kalamazoo Brownfield Redevelopment Authority at a regular meeting held on November 20, 2025. Public notice was given and the meeting was conducted in full compliance with the Michigan Open Meetings Act (PA 267 of 1976). Minutes of the meeting will be available as required by Act 381.

\_\_\_\_\_  
 Andrew Schipper  
 Secretary

# **Act 381 Brownfield Plan Amendment No. 1**

700 Block of North Burdick Street  
708 and 714 North Burdick Street  
Kalamazoo, Michigan

City of Kalamazoo Brownfield  
Redevelopment Authority

Project No. 2500784  
November 18, 2025

## **Act 381 Brownfield Plan Amendment No. 1**

**700 Block of North Burdick Street  
708 and 714 North Burdick Street  
Kalamazoo, Michigan**

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

**November 18, 2025  
Project No. 2500784**

**Recommended for Approval by the City of Kalamazoo Brownfield Redevelopment Authority on January 16, 2020  
Adopted by the City of Kalamazoo City Commission on February 17, 2020**

***Amendment No. 1***

**Recommended for Approval by the City of Kalamazoo Brownfield Redevelopment Authority on: \_\_\_\_\_  
Adopted by the City of Kalamazoo City Commission on: \_\_\_\_\_**

1.0 Introduction .....1

    1.1 Proposed Redevelopment and Future Use for Each Eligible Property .....1

    1.2 Eligible Property Information.....2

2.0 Information Required by Section 13(2) of the Statute .....3

    2.1 Description of Costs to be Paid for with Tax Increment Revenues .....3

        2.1.1 Site Investigation Activities .....3

        2.1.2 Demolition .....3

        2.1.3 Infrastructure Improvements Necessary to Support Housing .....3

        2.1.4 Brownfield Plan Preparation .....3

        2.1.5 Contingency .....3

    2.2 Summary of Eligible Activities .....3

    2.3 Estimate of Captured Taxable Value and Tax Increment Revenues .....4

    2.4 Method of Financing and Description of Advances Made by the Municipality .....4

    2.5 Maximum Amount of Note or Bonded Indebtedness .....4

    2.6 Duration of Brownfield Plan.....4

    2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions .....4

    2.8 Legal Description, Property Map, Statement of Qualifying Characteristics, and Personal Property.4

    2.9 Estimates of Residents and Displacement of Individuals/Families.....5

    2.10 Plan for Relocation of Displaced Persons.....5

    2.11 Provisions for Relocation Costs.....5

    2.12 Strategy for Compliance with Michigan’s Relocation Assistance Law.....5

    2.13 Other Material that the Authority or Governing Body Considers Pertinent .....5

**List of Figures**

- Figure 1 – Location Map of the Eligible Property
- Figure 2 – Site Plan

**List of Tables**

- Table 1 – Summary of Eligible Costs
- Table 2 – Total Captured Incremental Taxes Estimates
- Table 3 – Estimated Reimbursement Schedule

**List of Appendices**

- Appendix 1 – Brownfield Plan Resolution(s)
- Appendix 2 – Development/Reimbursement Agreement
- Appendix 3 – Notice to Taxing Jurisdictions
- Appendix 4 – Notice of Public Hearing
- Appendix 5 – Affidavit of City of Kalamazoo Assessor, Functionally Obsolete
- Appendix 6 – Relevant Data from the April 2025 Kalamazoo County Housing Plan

**List of Abbreviations/Acronyms**

Act 381	Brownfield Redevelopment Financing Act, 1996 PA 381, as amended
Developer	Kyle Gulau and 708 North Burdick St LLC
LBRF	Local Brownfield Revolving Fund
PA	Public Act
TIR	tax increment revenues

## 1.0 Introduction

On February 17, 2020, the City of Kalamazoo City Commission adopted a *Brownfield Plan* to support the proposed redevelopment of the eligible property located at 708 North Burdick Street, 714 North Burdick Street, 718 North Burdick Street, and 720 North Burdick Street in the City of Kalamazoo.

Since the plan was adopted, 718 and 720 North Burdick have been combined into a single parcel (currently known as 718 North Burdick), and the scope of the proposed redevelopment at 718 North Burdick has significantly expanded. Initially envisioned as a small-scale brewery with limited commercial build-out, the updated vision now includes a new mixed-use building with approximately 10 residential units and new ground-floor commercial space. This change roughly doubles the project's square footage and introduces a more complex design and financing structure. This Brownfield Plan Amendment (Amendment No. 1) removes both the former 718 and 720 North Burdick Street parcels from the existing Brownfield Plan and updates the eligible activities and costs for the 708 and 714 North Burdick projects.

The originally approved Brownfield Plan, adopted by the City of Kalamazoo City Commission on February 17, 2020, included \$163,700 of eligible activities. Amendment No. 1 added additional eligible activities, increasing the total eligible activities by \$96,715 to \$260,415.

### 1.1 Proposed Redevelopment and Future Use for Each Eligible Property

Kyle Gulau and 708 North Burdick St LLC (the "Developer") propose to develop real property located at 708 North Burdick Street and 714 North Burdick Street, Kalamazoo, Michigan (the "Subject Property"). 714 North Burdick Street has already been renovated into a mixed-use space, including commercial space and two residential units.

The 708 North Burdick Street project involves the comprehensive redevelopment of a blighted and functionally obsolete masonry structure that is over 100 years old and is located in Kalamazoo's Northside neighborhood. The building is currently vacant and has been disconnected from all utilities for over nine years. In 2020, it was deemed functionally obsolete by the local assessor. The property consists of two floors totaling approximately 6,000 square feet. It is currently gutted to the studs and subfloor. Emergency stabilization measures have already been undertaken by the Developer, including full replacement of the roof and skylight, as well as structural repairs to compromised ceiling, floor, and wall joists. 708 North Burdick will be redeveloped into one commercial unit and six residential units, including one studio, four one-bedroom units, and one two-bedroom unit (the "Project"). The units will range from approximately 385 square feet (studio) to 700 square feet.

The Developer anticipates investing over \$1,200,000 into the Project. The Developer intends to commence eligible activities in the fall of 2025. It is anticipated that the Project will be completed in 2026. The Developer anticipates retaining four full-time-equivalent jobs that are currently remote positions.

708 and 714 North Burdick Street are strategically located just north of downtown Kalamazoo, placing them within walking distance of the City's central business district. The Project will expand the local tax base, result in significant capital investment into the community, and create much-needed new housing opportunities in the City of Kalamazoo.

## 1.2 Eligible Property Information

**Parcel ID:** 06-15-181-012

**Address:** 708 North Burdick Street, Kalamazoo, MI 49007

**Size:** Approximately 0.171 acres

**Legal Description:**

*38364 T C SHELDONS ADDITION, Liber 3 of Plats Page 16; The North 56.5ft of the South 137ft of Lot 11 in Block 44. The North 56.5ft of the South 137ft of Lot 12 in Block 44. Also historically described as T C SHELDON ADDITION, Liber 3 of Plats Page 16; The North 52ft 11 inches of the South 133ft 05 inches of Lot 11 in Block 44 & the North 52ft 11 inches of the South 133ft 05 inches of Lot 12 in Block.*

**Parcel ID:** 06-15-181-121

**Address:** 714 North Burdick Street, Kalamazoo, MI 49007

**Size:** Approximately 0.085 acres

**Legal Description:**

*38362 T C SHELDONS ADDITION, Liber 3 of Plats Page 16; The North 28ft of Lot 11 in Block 44. The North 28ft of Lot 12 in Block 44. Historically described as T C SHELDONS ADDITION, Liber 3 of Plats Page 16; The North 31ft 07 inches of Lot 11 in Block 44 & the North 31ft 07 inches of Lot 12 in Block 44.*

### **Basis of Eligibility**

The property qualifies as “eligible property” under the Brownfield Redevelopment Financing Act, 1996 PA 381, as amended (“Act 381”), based on meeting the definition of a “Housing Property” in Section 2(y). The 708 North Burdick Street property also qualifies as “eligible property” under Act 381 as “Functionally Obsolete” based on the Affidavit of City of Kalamazoo Assessor dated November 21, 2019, and included in Appendix 5. Act 381 defines Housing Property, in part, as property on which one or more units of residential housing are proposed to be constructed. The Project will have a total of eight rental residential units. Maps depicting the location and layout of the property are attached as Figures 1 and 2, respectively.

According to Section 2(o)(ii), the Housing Property must be “located in a community that has identified a specific housing need and has absorption data or job growth data included in the brownfield plan.”

### **Specific Housing Need**

The *Kalamazoo County Housing Plan*, completed in April 2025 and prepared by the W.E. Upjohn Institute, identified that 8,000 new units are needed by 2030 to appropriately house the new households forming or looking to locate in the county. This is an increase from the 2019 Housing Plan, which identified a need of 7,750 new units. Of this demand, the study indicates that an estimated 1,225 units are needed in mid-sized apartments with 5–25 units, the target size of the Project.

Additionally, the 2025 Housing Plan identified more than 17,500 overburdened renting households in Kalamazoo County. This is 2,500 more households than the estimates from the first release of the Kalamazoo County Housing Plan in 2019. The redevelopment of 708 and 714 North Burdick is anticipated to create eight apartments with attainable rents.

Relevant sections of the April 2025 Kalamazoo County Housing Plan are included in Appendix 6.

### **Job Growth Data**

The Kalamazoo region is home to several colleges and universities, nationally recognized healthcare systems, and household-name employers—such as Pfizer, Stryker, and Whirlpool—providing career opportunities across industries and interest areas. In addition, life sciences and mobility job opportunities have also increased, as well

as jobs in the outdoor recreation industry. From 2022 to 2023, employment in Kalamazoo grew at a rate of 0.451%, from approximately 37,000 employees to 37,200 employees.

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

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

To help facilitate the Project, costs to complete necessary eligible activities will be incurred by the Developer. These eligible costs will be reimbursed through capture of new local tax increment revenues (TIR) based on actual available new TIR generated from the Project and subject to local Authority approval. A limited amount of new state TIR will be captured for pre-approved (exempt from Act 381 Work Plan approval) activities. Base local taxes associated with the Subject Property will continue to be levied and distributed to local taxing jurisdictions. No local debt or special assessment will be captured to reimburse eligible activity costs.

The total cost of eligible activities, including contingency, is anticipated to be \$260,415, as described below and summarized in Table 1 (attached). Authority administrative and implementation costs are anticipated to be as much as \$30,456. The capture of TIR for the Local Brownfield Revolving Fund (LBRF) is estimated to be as much as \$62,493.

#### 2.1.1 Site Investigation Activities

ASTM E1527-21 compliant *Phase I Environmental Site Assessments* (ESAs) were completed by the Developer as part of pre-acquisition due diligence for both 708 and 714 North Burdick for \$2,500 each, totaling \$5,000.

#### 2.1.2 Demolition

Demolition activities will include site demolition and selective building demolition. The total cost of these demolition activities is anticipated to total \$95,000, inclusive of \$65,000 for 708 North Burdick and \$30,000 already incurred for 714 North Burdick.

#### 2.1.3 Infrastructure Improvements Necessary to Support Housing

Infrastructure improvements necessary to support housing at 708 North Burdick include right-of-way improvements (\$40,000) and utility main and connections (\$86,000). Engineering and design of these activities are also included as eligible activities. The total cost of these activities is anticipated to be \$126,000.

#### 2.1.4 Brownfield Plan Preparation

Preparation of the Brownfield Plan (\$5,000) and Amendment No. 1 (\$765) is estimated to total \$5,765.

#### 2.1.5 Contingency

A 15% contingency on future demolition and infrastructure improvements is included. The total contingency cost is anticipated at \$28,650.

## 2.2 Summary of Eligible Activities

### Environmental Activities

Pre-approved (exempt from Act 381 Work Plan approval) environmental costs are anticipated to be reimbursed through a Brownfield Plan using both school and non-school TIR. No further environmental costs are anticipated.

### Housing Development Activities

Because the development is "Housing Property" as defined by Act 381, housing development costs defined in Section 2(o)(ii) of Act 381 can be reimbursed through a Brownfield Plan. This plan will provide for reimbursement

of eligible building and site/building demolition, infrastructure improvements to support housing, and development of the Brownfield Plan. Demolition costs of up to \$250,000 are pre-approved (exempt from Act 381 Work Plan approval) for school and non-school tax increment revenues under Act 381.

### **Contingency**

A 15% contingency on future costs is included to account for unforeseen circumstances and cost overruns.

## **2.3 Estimate of Captured Taxable Value and Tax Increment Revenues**

The initial baseline taxable value will be the 2020 taxable value, \$67,993. Upon completion of the full build-out schedule, the projected taxable value is estimated to be \$350,944.

Project activities are planned to commence in 2025 and be completed in 2026. TIR capture is anticipated to be delayed five years from the original Brownfield Plan adoption, beginning with the 2026 taxes, with reimbursements based on actual TIR. An estimate of the captured real property taxable value for this redevelopment by year is depicted in Table 2, including a 1% annual increase in taxable value of the eligible property. The Brownfield Plan includes a 10% fee for the local tax increment for administrative and operating expenses of the Authority, estimated to total \$30,456. A summary of the estimated reimbursement schedule and the amount of capture by year and in aggregate is presented in Table 3.

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

The eligible activities will be financed by the Developer, as outlined in this plan and the accompanying development and reimbursement agreement (Appendix 2). New available local and state TIR will be captured, to the extent permitted under Act 381, and used to reimburse eligible activities financed by the Developer. No interest costs on the eligible activities will be reimbursed, and no advances from the City are anticipated at this time.

## **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 the Subject Property, 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 delay capture for five years from the original Brownfield Plan adoption, beginning with the 2026 taxes. The City has evaluated the Project based on their Incentive Evaluation Criteria and awarded the Developer a maximum reimbursement of 21 years, not including the five full years of LBRF capture or the five-year capture delay. Therefore, this plan will capture for a total of 26 years, or until the eligible activities have been fully reimbursed, whichever occurs sooner. 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 Subject Property (708 and 714 North Burdick Street) is "Housing Property" as defined in Section 2(y) of Act 381 and qualifies as eligible property pursuant to Section 2(p)(ii) of Act 381. The 708 North Burdick Street

property also qualifies as “eligible property” under Act 381 as “Functionally Obsolete” based on the Affidavit of City of Kalamazoo Assessor dated November 21, 2019, and included in Appendix 5. A map showing eligible property dimensions is attached as Figure 2. Taxable personal property, if any, is included in this plan.

The legal descriptions for the parcels are as follows:

708 North Burdick Street, Kalamazoo, MI 49007, Parcel ID: 06-15-181-012

*38364 T C SHELDONS ADDITION, Liber 3 of Plats Page 16; The North 56.5ft of the South 137ft of Lot 11 in Block 44. The North 56.5ft of the South 137ft of Lot 12 in Block 44. Also historically described as T C SHELDON ADDITION, Liber 3 of Plats Page 16; The North 52ft 11 inches of the South 133ft 05 inches of Lot 11 in Block 44 & the North 52ft 11 inches of the South 133ft 05 inches of Lot 12 in Block.*

714 North Burdick Street, Kalamazoo, MI 49007, Parcel ID: 06-15-181-121

*38362 T C SHELDONS ADDITION, Liber 3 of Plats Page 16; The North 28ft of Lot 11 in Block 44. The North 28ft of Lot 12 in Block 44. Historically described as T C SHELDONS ADDITION, Liber 3 of Plats Page 16; The North 31ft 07 inches of Lot 11 in Block 44 & the North 31ft 07 inches of Lot 12 in Block 44.*

## **2.9 Estimates of Residents and Displacement of Individuals/Families**

No residents, families, or individuals will be displaced by the Project.

## **2.10 Plan for Relocation of Displaced Persons**

This Project does not involve the relocation of displaced persons.

## **2.11 Provisions for Relocation Costs**

This Project does not involve the relocation of displaced persons.

## **2.12 Strategy for Compliance with Michigan’s Relocation Assistance Law**

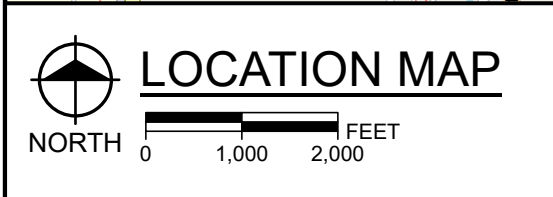
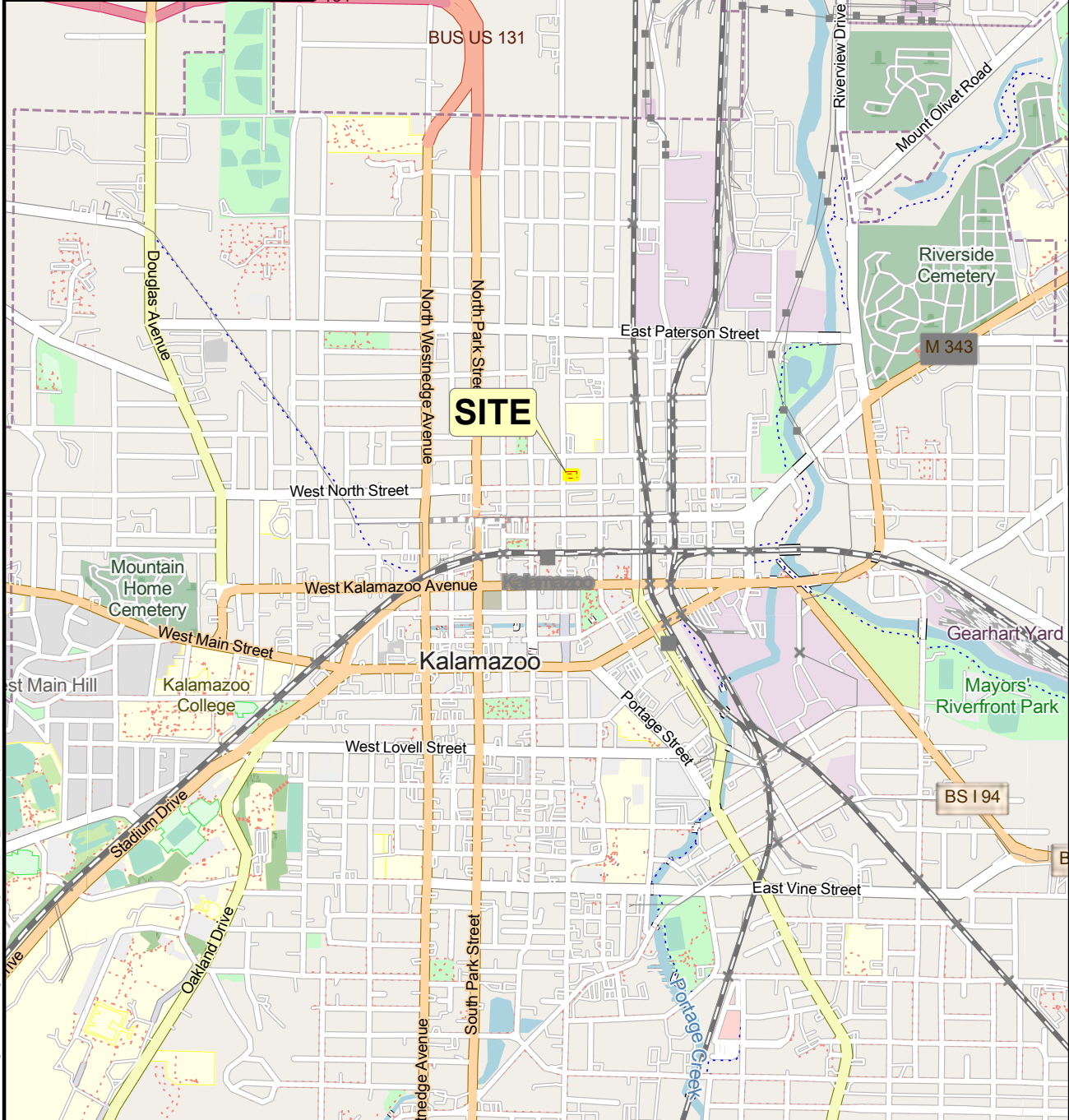
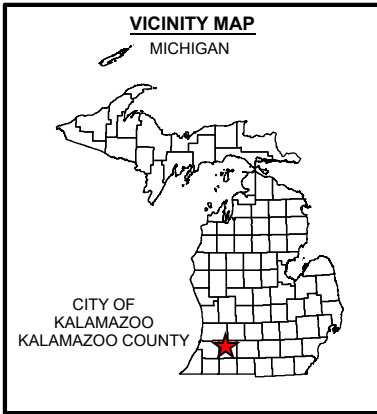
This Project does not involve the relocation of displaced persons.

## **2.13 Other Material that the Authority or Governing Body Considers Pertinent**

None.

# Figures

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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.

**708 & 714 North Burdick Street**

Kalamazoo, MI 49007

**Brownfield Plan**

PROJECT NO.  
2500784

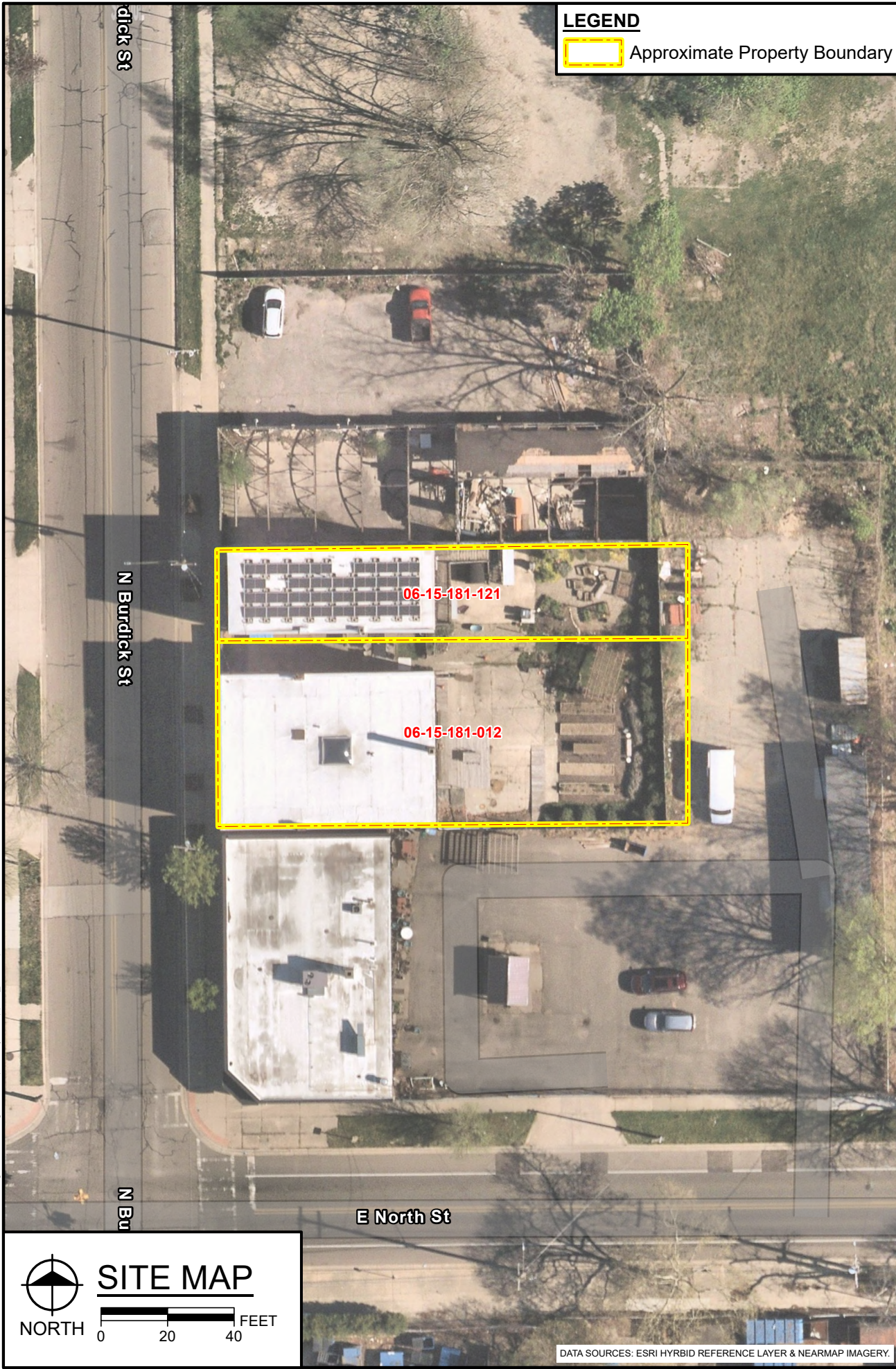
FIGURE NO.  
**1**

DATA SOURCES: ESRI STREET MAP.

PLOT INFO: Z:\2025\2500784\CAD\GIS\Michigan ESA\Michigan ESA.aprx Layout: App 2a Location Map Date: 11/17/2025 8:28 AM User: mbel

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PLOT INFO: Z:\2025\2500784\CAD\GIS\Michigan ESA\Michigan ESA.aprx Layout: App\_2b\_Site\_Map\_Date: 11/17/2025 8:28 AM User: mball



**LEGEND**

 Approximate Property Boundary



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.

**708 & 714 North Burdick Street**

Kalamazoo, MI 49007

**Brownfield Plan**

PROJECT NO.  
2500784

FIGURE NO.  
**2**



**SITE MAP**

0 20 40 FEET

DATA SOURCES: ESRI HYBRID REFERENCE LAYER & NEARMAP IMAGERY.

# Tables

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**Table 1 – Summary of Eligible Costs**  
 Act 381 Brownfield Plan  
 700 Block of N Burdick  
 708 North Burdick Street & 714 North Burdick Street, Kalamazoo, Michigan

**EGLE Eligible Activities Costs and Schedule**

EGLE Eligible Activities	Cost	Completion Season/Year
<b>Phase I Environmental Site Assessment (ESA)</b>	<b>\$ 5,000</b>	
<i>708 N Burdick Phase I ESA</i>	\$ 2,500	
<i>714 N Burdick Phase I ESA</i>	\$ 2,500	
<b>EGLE Eligible Activities Subtotal</b>	<b>\$ 5,000</b>	
<b>Contingency (15%)</b>	<b>\$ -</b>	
<b>EGLE Eligible Activities Total Costs</b>	<b>\$ 5,000</b>	

**Pre-Approved Eligible Activities Costs and Schedule**

Pre-Approved Eligible Activities	Cost	Completion Season/Year
<b>Demolition</b>	<b>\$ 95,000</b>	
<i>708 N Burdick Demolition</i>	\$ 65,000	
<i>714 N Burdick Demolition</i>	\$ 30,000	
<b>Pre-Approved Eligible Activities Subtotal</b>	<b>\$ 95,000</b>	
<b>Contingency (15%)</b>	<b>\$ 9,750</b>	
<b>Pre-Approved Eligible Activities Total Costs</b>	<b>\$ 104,750</b>	

**Local Only Eligible Activities Costs and Schedule**

Local Only Eligible Activities	Cost	Completion Season/Year
<b>Infrastructure Improvements to Support Housing</b>	<b>\$ 126,000</b>	
<i>708 N Burdick Right-of-way Improvements</i>	\$ 40,000	
<i>708 N Burdick Utility Connections</i>	\$ 86,000	
<b>Local Only Eligible Activities Subtotal</b>	<b>\$ 126,000</b>	
<b>Contingency (15%)</b>	<b>\$ 18,900</b>	
<b>Brownfield Plan/Work Plan Preparation</b>	<b>\$ 5,765</b>	
<b>Local Only Eligible Activities Total Costs</b>	<b>\$ 150,665</b>	

**TOTAL: \$ 260,415**

**Table 2 – Total Captured Incremental Taxes Schedule**  
 Act 381 Brownfield Plan  
 700 Block of N Burdick  
 708 North Burdick Street 714 North Burdick Street, Kalamazoo, Michigan

Estimated Taxable Value (TV) Increase Rate: 1% increase per year

Plan Year	0	0	0	0	0	1	2	3	4	5	6	7	8	9	10	11	12	
Calendar Year	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	
*Base Taxable Value	\$ 67,993	\$ 67,993	\$ 67,993	\$ 67,993	\$ 67,993	\$ 67,993	\$ 67,993	\$ 67,993	\$ 67,993	\$ 67,993	\$ 67,993	\$ 67,993	\$ 67,993	\$ 67,993	\$ 67,993	\$ 67,993	\$ 67,993	
Future Taxable Value	\$ 68,943	\$ 71,217	\$ 74,777	\$ 78,515	\$ 80,948	\$ 84,955	\$ 89,844	\$ 95,733	\$ 102,744	\$ 110,000	\$ 117,625	\$ 125,735	\$ 134,445	\$ 143,870	\$ 154,025	\$ 164,925	\$ 176,685	
Incremental Difference (New TV - Base TV)	\$ 950	\$ 3,224	\$ 6,784	\$ 10,522	\$ 12,955	\$ 130,962	\$ 282,951	\$ 286,461	\$ 290,005	\$ 293,585	\$ 297,201	\$ 300,853	\$ 304,541	\$ 308,267	\$ 312,029	\$ 315,830	\$ 319,668	
<b>School Capture</b>																		
Millage Rate																		
State Education Tax (SET)	\$ 17.6757	\$ 57	\$ 120	\$ 186	\$ 229	\$ 2,315	\$ 5,001	\$ 5,063	\$ 5,126	\$ 5,189	\$ 5,253	\$ 5,318	\$ 5,383	\$ 5,449	\$ 5,515	\$ 5,583	\$ 5,650	
School Operating Tax	\$ 6.0000	\$ 6	\$ 19	\$ 41	\$ 63	\$ 78	\$ 786	\$ 1,698	\$ 1,719	\$ 1,740	\$ 1,762	\$ 1,783	\$ 1,805	\$ 1,827	\$ 1,850	\$ 1,872	\$ 1,895	
<b>School Total</b>	<b>\$ 23.6757</b>	<b>\$ 22</b>	<b>\$ 76</b>	<b>\$ 161</b>	<b>\$ 249</b>	<b>\$ 307</b>	<b>\$ 3,101</b>	<b>\$ 6,699</b>	<b>\$ 6,782</b>	<b>\$ 6,866</b>	<b>\$ 6,951</b>	<b>\$ 7,036</b>	<b>\$ 7,123</b>	<b>\$ 7,210</b>	<b>\$ 7,298</b>	<b>\$ 7,388</b>	<b>\$ 7,477</b>	
<b>Local Capture</b>																		
Millage Rate																		
City Operating	\$ 12.0000	\$ 11	\$ 39	\$ 81	\$ 120	\$ 155	\$ 1,572	\$ 3,395	\$ 3,438	\$ 3,480	\$ 3,523	\$ 3,566	\$ 3,610	\$ 3,654	\$ 3,699	\$ 3,744	\$ 3,790	
City Solid Waste	\$ 1.8000	\$ 2	\$ 6	\$ 12	\$ 19	\$ 23	\$ 236	\$ 509	\$ 516	\$ 522	\$ 528	\$ 535	\$ 542	\$ 548	\$ 555	\$ 562	\$ 568	
CCTA	\$ 0.8905	\$ 1	\$ 3	\$ 6	\$ 9	\$ 12	\$ 117	\$ 252	\$ 255	\$ 258	\$ 261	\$ 265	\$ 268	\$ 271	\$ 275	\$ 278	\$ 281	
County Operating	\$ 4.6049	\$ 4	\$ 15	\$ 31	\$ 48	\$ 60	\$ 603	\$ 1,309	\$ 1,319	\$ 1,335	\$ 1,349	\$ 1,365	\$ 1,381	\$ 1,397	\$ 1,413	\$ 1,429	\$ 1,445	
County Transit	\$ 0.3091	\$ 0	\$ 1	\$ 2	\$ 3	\$ 4	\$ 40	\$ 87	\$ 89	\$ 90	\$ 91	\$ 92	\$ 93	\$ 94	\$ 95	\$ 96	\$ 97	
Kal Valley CC	\$ 2.7645	\$ 3	\$ 9	\$ 19	\$ 29	\$ 36	\$ 362	\$ 782	\$ 792	\$ 802	\$ 812	\$ 822	\$ 832	\$ 842	\$ 852	\$ 863	\$ 873	
County PubSafety	\$ 1.4344	\$ 1	\$ 5	\$ 10	\$ 15	\$ 19	\$ 188	\$ 406	\$ 411	\$ 416	\$ 421	\$ 426	\$ 432	\$ 437	\$ 442	\$ 448	\$ 453	
County 911	\$ 0.6442	\$ 1	\$ 2	\$ 4	\$ 7	\$ 8	\$ 84	\$ 182	\$ 185	\$ 187	\$ 189	\$ 191	\$ 194	\$ 196	\$ 199	\$ 201	\$ 203	
County Housing	\$ 0.7434	\$ 1	\$ 2	\$ 5	\$ 8	\$ 10	\$ 97	\$ 213	\$ 216	\$ 218	\$ 221	\$ 224	\$ 226	\$ 229	\$ 232	\$ 235	\$ 238	
County Seniors	\$ 0.3462	\$ 0	\$ 1	\$ 2	\$ 4	\$ 5	\$ 45	\$ 98	\$ 99	\$ 100	\$ 102	\$ 103	\$ 104	\$ 105	\$ 107	\$ 108	\$ 109	
County Veterans	\$ 0.0997	\$ 0	\$ 0	\$ 1	\$ 1	\$ 1	\$ 13	\$ 28	\$ 29	\$ 29	\$ 29	\$ 30	\$ 30	\$ 30	\$ 31	\$ 31	\$ 31	
KRESA CTE	\$ 0.9882	\$ 1	\$ 3	\$ 7	\$ 10	\$ 13	\$ 129	\$ 280	\$ 283	\$ 287	\$ 290	\$ 294	\$ 297	\$ 301	\$ 305	\$ 308	\$ 312	
KRESA Operating	\$ 3.0026	\$ 3	\$ 10	\$ 20	\$ 32	\$ 39	\$ 393	\$ 850	\$ 860	\$ 871	\$ 882	\$ 892	\$ 903	\$ 914	\$ 926	\$ 937	\$ 948	
KRESA Enhancement	\$ 1.4968	\$ 1	\$ 5	\$ 10	\$ 16	\$ 19	\$ 196	\$ 424	\$ 429	\$ 434	\$ 439	\$ 445	\$ 450	\$ 456	\$ 461	\$ 467	\$ 473	
KRESA Special Ed	\$ 1.4909	\$ 1	\$ 5	\$ 10	\$ 16	\$ 19	\$ 195	\$ 422	\$ 427	\$ 432	\$ 438	\$ 443	\$ 449	\$ 454	\$ 460	\$ 465	\$ 471	
Kal Pub Library	\$ 3.8893	\$ 4	\$ 13	\$ 26	\$ 41	\$ 50	\$ 509	\$ 1,100	\$ 1,114	\$ 1,128	\$ 1,142	\$ 1,156	\$ 1,170	\$ 1,184	\$ 1,199	\$ 1,214	\$ 1,228	
<b>Local Total</b>	<b>\$ 36.5047</b>	<b>\$ 35</b>	<b>\$ 118</b>	<b>\$ 248</b>	<b>\$ 384</b>	<b>\$ 473</b>	<b>\$ 4,781</b>	<b>\$ 10,329</b>	<b>\$ 10,457</b>	<b>\$ 10,587</b>	<b>\$ 10,717</b>	<b>\$ 10,849</b>	<b>\$ 10,983</b>	<b>\$ 11,117</b>	<b>\$ 11,253</b>	<b>\$ 11,391</b>	<b>\$ 11,529</b>	
<b>Non-Capturable Millages</b>																		
Millage Rate																		
County Debt	\$ 0.1176	\$ 0	\$ 0	\$ 1	\$ 1	\$ 2	\$ 15	\$ 33	\$ 34	\$ 34	\$ 35	\$ 35	\$ 36	\$ 36	\$ 37	\$ 37	\$ 38	
Kal Sch Debt	\$ 8.2000	\$ 8	\$ 26	\$ 56	\$ 86	\$ 106	\$ 1,074	\$ 2,320	\$ 2,349	\$ 2,378	\$ 2,407	\$ 2,437	\$ 2,467	\$ 2,497	\$ 2,528	\$ 2,559	\$ 2,621	
<b>Non-Capturable Total</b>	<b>\$ 8.3176</b>	<b>\$ 8</b>	<b>\$ 27</b>	<b>\$ 56</b>	<b>\$ 88</b>	<b>\$ 108</b>	<b>\$ 1,089</b>	<b>\$ 2,353</b>	<b>\$ 2,383</b>	<b>\$ 2,412</b>	<b>\$ 2,442</b>	<b>\$ 2,472</b>	<b>\$ 2,502</b>	<b>\$ 2,533</b>	<b>\$ 2,564</b>	<b>\$ 2,595</b>	<b>\$ 2,627</b>	
<b>Total Tax Increment Revenue (TIR) Available for Capture</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 7,881</b>	<b>\$ 17,028</b>	<b>\$ 17,239</b>	<b>\$ 17,453</b>	<b>\$ 17,668</b>	<b>\$ 17,886</b>	<b>\$ 18,105</b>	<b>\$ 18,327</b>	<b>\$ 18,552</b>	<b>\$ 18,778</b>	<b>\$ 19,007</b>	<b>\$ 19,238</b>	

**Table 2 – Total Captured Incremental Taxes Schedule**  
 Act 381 Brownfield Plan  
 700 Block of N Burdick  
 708 North Burdick Street 714 North Burdick Street, Kalamazoo, Michigan

Estimated Taxable Value (TV) Increase Rate:																
Plan Year	13	14	15	16	17	18	19	20	21	22	23	24	25	26	Totals	
Calendar Year	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051		
*Base Taxable Value	\$ 67,993	\$ 67,993	\$ 67,993	\$ 67,993	\$ 67,993	\$ 67,993	\$ 67,993	\$ 67,993	\$ 67,993	\$ 67,993	\$ 67,993	\$ 67,993	\$ 67,993	\$ 67,993	\$ -	
Future Taxable Value	\$ 391,537	\$ 395,453	\$ 399,407	\$ 403,401	\$ 407,435	\$ 411,510	\$ 415,625	\$ 419,781	\$ 423,979	\$ 428,219	\$ 432,501	\$ 436,826	\$ 441,194	\$ 445,606	\$ -	
Incremental Difference (New TV - Base TV)	\$ 323,544	\$ 327,460	\$ 331,414	\$ 335,408	\$ 339,442	\$ 343,517	\$ 347,632	\$ 351,788	\$ 355,986	\$ 360,226	\$ 364,508	\$ 368,833	\$ 373,201	\$ 377,613	\$ -	
<b>School Capture</b>																
Millage Rate																
State Education Tax (SET)	\$ 17.6757	\$ 5,719	\$ 5,788	\$ 5,858	\$ 5,929	\$ 6,000	\$ 6,072	\$ 6,145	\$ 6,218	\$ 6,292	\$ 6,367	\$ 6,443	\$ 6,519	\$ 6,597	\$ 6,675	\$ 148,076
School Operating Tax	6.0000	\$ 1,941	\$ 1,965	\$ 1,988	\$ 2,012	\$ 2,037	\$ 2,061	\$ 2,086	\$ 2,111	\$ 2,136	\$ 2,161	\$ 2,187	\$ 2,213	\$ 2,239	\$ 2,266	\$ 50,264
<b>School Total</b>	<b>23.6757</b>	<b>\$ 7,660</b>	<b>\$ 7,753</b>	<b>\$ 7,846</b>	<b>\$ 7,941</b>	<b>\$ 8,037</b>	<b>\$ 8,133</b>	<b>\$ 8,230</b>	<b>\$ 8,329</b>	<b>\$ 8,428</b>	<b>\$ 8,529</b>	<b>\$ 8,630</b>	<b>\$ 8,732</b>	<b>\$ 8,836</b>	<b>\$ 8,940</b>	<b>\$ 198,340</b>
<b>Local Capture</b>																
Millage Rate																
City Operating	12.0000	\$ 3,883	\$ 3,990	\$ 3,977	\$ 4,025	\$ 4,073	\$ 4,122	\$ 4,172	\$ 4,221	\$ 4,272	\$ 4,323	\$ 4,374	\$ 4,426	\$ 4,478	\$ 4,531	\$ 100,528
City Solid Waste	1.8000	\$ 582	\$ 589	\$ 597	\$ 604	\$ 611	\$ 618	\$ 626	\$ 633	\$ 641	\$ 648	\$ 656	\$ 664	\$ 672	\$ 680	\$ 15,079
CCTA	0.8905	\$ 288	\$ 292	\$ 295	\$ 299	\$ 302	\$ 306	\$ 310	\$ 313	\$ 317	\$ 321	\$ 325	\$ 328	\$ 332	\$ 336	\$ 7,460
County Operating	4.6049	\$ 1,490	\$ 1,508	\$ 1,526	\$ 1,545	\$ 1,563	\$ 1,582	\$ 1,601	\$ 1,620	\$ 1,639	\$ 1,659	\$ 1,679	\$ 1,698	\$ 1,719	\$ 1,739	\$ 38,577
County Transit	0.3091	\$ 100	\$ 101	\$ 102	\$ 104	\$ 105	\$ 106	\$ 107	\$ 109	\$ 110	\$ 111	\$ 113	\$ 114	\$ 115	\$ 117	\$ 2,589
Kal Valley CC	2.7645	\$ 894	\$ 905	\$ 916	\$ 927	\$ 938	\$ 950	\$ 961	\$ 973	\$ 984	\$ 996	\$ 1,008	\$ 1,020	\$ 1,032	\$ 1,044	\$ 23,159
County PubSafety	1.4344	\$ 464	\$ 470	\$ 475	\$ 481	\$ 487	\$ 493	\$ 499	\$ 505	\$ 511	\$ 517	\$ 523	\$ 529	\$ 535	\$ 542	\$ 12,016
County 911	0.6442	\$ 208	\$ 211	\$ 213	\$ 216	\$ 219	\$ 221	\$ 224	\$ 227	\$ 229	\$ 232	\$ 235	\$ 238	\$ 240	\$ 243	\$ 5,397
County Housing	0.7434	\$ 241	\$ 243	\$ 246	\$ 249	\$ 252	\$ 255	\$ 258	\$ 262	\$ 265	\$ 268	\$ 271	\$ 274	\$ 277	\$ 281	\$ 6,228
County Seniors	0.3462	\$ 112	\$ 113	\$ 115	\$ 116	\$ 118	\$ 119	\$ 120	\$ 122	\$ 123	\$ 125	\$ 126	\$ 128	\$ 129	\$ 131	\$ 2,900
County Veterans	0.0997	\$ 32	\$ 32	\$ 33	\$ 33	\$ 34	\$ 34	\$ 35	\$ 35	\$ 35	\$ 36	\$ 36	\$ 37	\$ 37	\$ 38	\$ 835
KRESA CTE	0.9882	\$ 320	\$ 324	\$ 328	\$ 331	\$ 335	\$ 339	\$ 344	\$ 348	\$ 352	\$ 356	\$ 360	\$ 364	\$ 369	\$ 373	\$ 8,279
KRESA Operating	3.0026	\$ 971	\$ 983	\$ 995	\$ 1,007	\$ 1,019	\$ 1,031	\$ 1,044	\$ 1,056	\$ 1,069	\$ 1,082	\$ 1,094	\$ 1,107	\$ 1,121	\$ 1,134	\$ 25,154
KRESA Enhancement	1.4968	\$ 484	\$ 490	\$ 496	\$ 502	\$ 508	\$ 514	\$ 520	\$ 527	\$ 533	\$ 539	\$ 546	\$ 552	\$ 559	\$ 565	\$ 12,539
KRESA Special Ed	1.4909	\$ 482	\$ 488	\$ 494	\$ 500	\$ 506	\$ 512	\$ 518	\$ 524	\$ 531	\$ 537	\$ 543	\$ 550	\$ 556	\$ 563	\$ 12,490
Kal Pub Library	3.8893	\$ 1,258	\$ 1,274	\$ 1,289	\$ 1,305	\$ 1,320	\$ 1,336	\$ 1,352	\$ 1,368	\$ 1,385	\$ 1,401	\$ 1,418	\$ 1,435	\$ 1,451	\$ 1,469	\$ 32,582
<b>Local Total</b>	<b>36.5047</b>	<b>\$ 11,811</b>	<b>\$ 11,954</b>	<b>\$ 12,098</b>	<b>\$ 12,244</b>	<b>\$ 12,391</b>	<b>\$ 12,540</b>	<b>\$ 12,690</b>	<b>\$ 12,842</b>	<b>\$ 12,995</b>	<b>\$ 13,150</b>	<b>\$ 13,306</b>	<b>\$ 13,464</b>	<b>\$ 13,624</b>	<b>\$ 13,785</b>	<b>\$ 305,813</b>
<b>Non-Capturable Millages</b>																
Millage Rate																
County Debt	0.1176	\$ 38	\$ 39	\$ 39	\$ 39	\$ 40	\$ 40	\$ 41	\$ 41	\$ 42	\$ 42	\$ 43	\$ 43	\$ 44	\$ 44	\$ 985
Kal Sch Debt	8.2000	\$ 2,653	\$ 2,685	\$ 2,718	\$ 2,750	\$ 2,783	\$ 2,817	\$ 2,851	\$ 2,885	\$ 2,919	\$ 2,954	\$ 2,989	\$ 3,024	\$ 3,060	\$ 3,096	\$ 68,694
<b>Non-Capturable Total</b>	<b>8.3176</b>	<b>\$ 2,691</b>	<b>\$ 2,724</b>	<b>\$ 2,757</b>	<b>\$ 2,790</b>	<b>\$ 2,823</b>	<b>\$ 2,857</b>	<b>\$ 2,891</b>	<b>\$ 2,926</b>	<b>\$ 2,961</b>	<b>\$ 2,996</b>	<b>\$ 3,032</b>	<b>\$ 3,068</b>	<b>\$ 3,104</b>	<b>\$ 3,141</b>	<b>\$ 69,680</b>
<b>Total Tax Increment Revenue (TIR) Available for Capture</b>	<b>\$ 19,471</b>	<b>\$ 19,707</b>	<b>\$ 19,945</b>	<b>\$ 20,185</b>	<b>\$ 20,428</b>	<b>\$ 20,673</b>	<b>\$ 20,921</b>	<b>\$ 21,171</b>	<b>\$ 21,423</b>	<b>\$ 21,679</b>	<b>\$ 21,936</b>	<b>\$ 22,197</b>	<b>\$ 22,459</b>	<b>\$ 22,725</b>	<b>\$ 502,081</b>	

**Table 3 – Estimated Reimbursement Schedule**  
 Act 381 Brownfield Plan  
 700 Block of N Burdick  
 708 North Burdick Street 714 North Burdick Street, Kalamazoo, Michigan

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	39.3%	\$ 43,177	\$ -	\$ 43,177
Local	60.7%	\$ 66,573	\$ 150,665	\$ 217,238
<b>TOTAL</b>				
EGLI	1.9%	\$ 5,000	\$ -	\$ 5,000
Pre-Approved	40.2%	\$ 104,750	\$ -	\$ 104,750
Local-Only	57.9%	\$ -	\$ 150,665	\$ 150,665

Estimated Total Years of Plan: 26

Estimated Capture	
Administrative Fees	\$ 30,456
State Brownfield Redevelopment Fund	\$ 27,598
Local Brownfield Revolving Fund	\$ 62,493

	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	
<b>Total State Incremental Revenue</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,101	\$ 6,699	\$ 6,782	\$ 6,866	\$ 6,951	\$ 7,036	\$ 7,123	\$ 7,210	\$ 7,298	\$ 7,388	\$ 7,477	
<b>State Brownfield Redevelopment Fund (50% of SET)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,157	\$ 2,501	\$ 2,532	\$ 2,563	\$ 2,595	\$ 2,627	\$ 2,659	\$ 2,691	\$ 2,724	\$ 2,758	\$ 2,791	
<b>State TIR Available for Reimbursement</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,943	\$ 4,198	\$ 4,250	\$ 4,303	\$ 4,356	\$ 4,410	\$ 4,464	\$ 4,519	\$ 4,574	\$ 4,630	\$ 4,686	
<b>Total Local Incremental Revenue</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,781	\$ 10,329	\$ 10,457	\$ 10,587	\$ 10,717	\$ 10,849	\$ 10,983	\$ 11,117	\$ 11,253	\$ 11,391	\$ 11,529	
<b>BRA Administrative Fee</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 478	\$ 1,033	\$ 1,046	\$ 1,059	\$ 1,072	\$ 1,085	\$ 1,098	\$ 1,112	\$ 1,125	\$ 1,139	\$ 1,153	
<b>Local TIR Available for Reimbursement</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 4,303	\$ 9,296	\$ 9,411	\$ 9,528	\$ 9,646	\$ 9,764	\$ 9,884	\$ 10,005	\$ 10,128	\$ 10,251	\$ 10,376	
<b>Total State &amp; Local TIR Available</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,246	\$ 13,495	\$ 13,662	\$ 13,831	\$ 14,002	\$ 14,174	\$ 14,348	\$ 14,524	\$ 14,702	\$ 14,881	\$ 15,063	
<b>DEVELOPER Reimbursement Balance</b>	\$ 260,415	\$ 260,415	\$ 260,415	\$ 260,415	\$ 260,415	\$ 260,415	\$ 254,169	\$ 240,675	\$ 227,013	\$ 213,182	\$ 199,180	\$ 185,006	\$ 170,658	\$ 156,133	\$ 141,432	\$ 126,550	\$ 114,714
<b>EGLI Environmental Costs</b>	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 4,851	\$ 4,530	\$ 4,205	\$ 3,876	\$ 3,543	\$ 3,206	\$ 2,865	\$ 2,519	\$ 2,169	\$ 1,815
<b>State Tax Reimbursement</b>	\$ 1,967	\$ -	\$ -	\$ -	\$ -	\$ 89	\$ 191	\$ 194	\$ 196	\$ 198	\$ 201	\$ 203	\$ 206	\$ 208	\$ 211	\$ -	
<b>Local Tax Reimbursement</b>	\$ 3,033	\$ -	\$ -	\$ -	\$ -	\$ 60	\$ 130	\$ 131	\$ 133	\$ 135	\$ 136	\$ 138	\$ 140	\$ 141	\$ 143	\$ 145	
<b>Total EGLI Reimbursement Balance</b>	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 5,000	\$ 4,851	\$ 4,530	\$ 4,205	\$ 3,876	\$ 3,543	\$ 3,206	\$ 2,865	\$ 2,519	\$ 2,169	\$ 1,815	\$ 1,670	
<b>Pre-Approved Non-Environmental Costs</b>	\$ 104,750	\$ 104,750	\$ 104,750	\$ 104,750	\$ 104,750	\$ 104,750	\$ 101,637	\$ 94,911	\$ 88,101	\$ 81,207	\$ 74,228	\$ 67,163	\$ 60,012	\$ 52,772	\$ 45,444	\$ 38,027	
<b>State Tax Reimbursement</b>	\$ 41,210	\$ -	\$ -	\$ -	\$ -	\$ 1,855	\$ 4,007	\$ 4,057	\$ 4,107	\$ 4,158	\$ 4,209	\$ 4,261	\$ 4,313	\$ 4,366	\$ 4,419	\$ 1,460	
<b>Local Tax Reimbursement</b>	\$ 63,540	\$ -	\$ -	\$ -	\$ -	\$ 1,258	\$ 2,719	\$ 2,753	\$ 2,787	\$ 2,821	\$ 2,856	\$ 2,891	\$ 2,927	\$ 2,962	\$ 2,998	\$ 3,035	
<b>Total Pre-Approved Reimbursement Balance</b>	\$ 104,750	\$ 104,750	\$ 104,750	\$ 104,750	\$ 104,750	\$ 101,637	\$ 94,911	\$ 88,101	\$ 81,207	\$ 74,228	\$ 67,163	\$ 60,012	\$ 52,772	\$ 45,444	\$ 38,027	\$ 33,532	
<b>Local-Only Costs</b>	\$ 150,665	\$ 150,665	\$ 150,665	\$ 150,665	\$ 150,665	\$ 150,665	\$ 150,665	\$ 147,681	\$ 141,234	\$ 134,706	\$ 128,098	\$ 121,409	\$ 114,637	\$ 107,781	\$ 100,842	\$ 93,818	\$ 86,708
<b>Local Tax Reimbursement</b>	\$ 150,665	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,984	\$ 6,447	\$ 6,527	\$ 6,608	\$ 6,690	\$ 6,772	\$ 6,855	\$ 6,939	\$ 7,024	\$ 7,110	\$ 7,196
<b>Total Local-Only Reimbursement Balance</b>	\$ 150,665	\$ 150,665	\$ 150,665	\$ 150,665	\$ 150,665	\$ 147,681	\$ 141,234	\$ 134,706	\$ 128,098	\$ 121,409	\$ 114,637	\$ 107,781	\$ 100,842	\$ 93,818	\$ 86,708	\$ 79,512	
<b>Total Annual Developer Reimbursement</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,246	\$ 13,495	\$ 13,662	\$ 13,831	\$ 14,002	\$ 14,174	\$ 14,348	\$ 14,524	\$ 14,702	\$ 14,881	\$ 15,063	
<b>LOCAL BROWNFIELD REVOLVING FUND</b>																	
<b>LBRF Deposits *</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>State Tax Capture</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,897	
<b>Local Tax Capture</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total LBRF Capture</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

\* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from state and local TIR.

Returned to Taxing Jur.: \$ 1,329

**Table 3 – Estimated Reimbursement Schedule**  
 Act 381 Brownfield Plan  
 700 Block of N Burdick  
 708 North Burdick Street 714 North Burdick Street, Kalamazoo, Michigan

	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	TOTAL
	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	
<b>Total State Incremental Revenue</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 73,932
<b>State Brownfield Redevelopment Fund (50% of SI)</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 27,598
<b>State TIR Available for Reimbursement</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 46,334
<b>Total Local Incremental Revenue</b>	\$ 11,669	\$ 11,811	\$ 11,954	\$ 12,098	\$ 12,244	\$ 12,391	\$ 12,540	\$ 12,690	\$ 12,842	\$ 12,995	\$ 13,150	\$ 13,306	\$ 13,464	\$ 13,624	\$ 13,785	\$ 304,556
<b>BRF Administrative Fee</b>	\$ 1,167	\$ 1,181	\$ 1,195	\$ 1,210	\$ 1,224	\$ 1,239	\$ 1,254	\$ 1,269	\$ 1,284	\$ 1,300	\$ 1,315	\$ 1,331	\$ 1,346	\$ 1,362	\$ 1,378	\$ 30,456
<b>Local TIR Available for Reimbursement</b>	\$ 10,502	\$ 10,630	\$ 10,758	\$ 10,888	\$ 11,020	\$ 11,152	\$ 11,286	\$ 11,421	\$ 11,558	\$ 11,696	\$ 11,835	\$ 11,976	\$ 12,118	\$ 12,261	\$ 12,406	\$ 274,100
<b>Total State &amp; Local TIR Available</b>	\$ 10,502	\$ 10,630	\$ 10,758	\$ 10,888	\$ 11,020	\$ 11,152	\$ 11,286	\$ 11,421	\$ 11,558	\$ 11,696	\$ 11,835	\$ 11,976	\$ 12,118	\$ 12,261	\$ 12,406	\$ 320,434
<b>DEVELOPER</b>																
<b>Reimbursement Balance</b>	\$ 104,212	\$ 93,582	\$ 82,823	\$ 71,935	\$ 60,915	\$ 49,763	\$ 38,477	\$ 27,056	\$ 15,498	\$ 3,803	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>EGLE Environmental Costs</b>																
<b>EGLE Environmental Costs</b>	\$ 1,670	\$ 1,524	\$ 1,375	\$ 1,225	\$ 1,073	\$ 919	\$ 763	\$ 606	\$ 446	\$ 285	\$ 122	\$ 122	\$ 122	\$ 122	\$ 122	\$ 122
<b>State Tax Reimbursement</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,897
<b>Local Tax Reimbursement</b>	\$ 147	\$ 148	\$ 150	\$ 152	\$ 154	\$ 156	\$ 158	\$ 159	\$ 161	\$ 163	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,981
<b>Total EGLE Reimbursement Balance</b>	\$ 1,524	\$ 1,375	\$ 1,225	\$ 1,073	\$ 919	\$ 763	\$ 606	\$ 446	\$ 285	\$ 122	\$ 122	\$ 122	\$ 122	\$ 122	\$ 122	\$ 4,878
<b>Pre-Approved Non-Environmental Costs</b>																
<b>Pre-Approved Non-Environmental Costs</b>	\$ 33,532	\$ 30,460	\$ 27,351	\$ 24,204	\$ 21,020	\$ 17,797	\$ 14,535	\$ 11,234	\$ 7,893	\$ 4,513	\$ 1,092	\$ 1,092	\$ 1,092	\$ 1,092	\$ 1,092	\$ -
<b>State Tax Reimbursement</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 41,210
<b>Local Tax Reimbursement</b>	\$ 3,072	\$ 3,109	\$ 3,147	\$ 3,185	\$ 3,223	\$ 3,262	\$ 3,301	\$ 3,341	\$ 3,381	\$ 3,421	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 62,448
<b>Total Pre-Approved Reimbursement Balance</b>	\$ 30,460	\$ 27,351	\$ 24,204	\$ 21,020	\$ 17,797	\$ 14,535	\$ 11,234	\$ 7,893	\$ 4,513	\$ 1,092	\$ 1,092	\$ 1,092	\$ 1,092	\$ 1,092	\$ 1,092	\$ 103,658
<b>Local-Only Costs</b>																
<b>Local-Only Costs</b>	\$ 79,512	\$ 72,228	\$ 64,855	\$ 57,394	\$ 49,842	\$ 42,200	\$ 34,465	\$ 26,638	\$ 18,717	\$ 10,701	\$ 2,589	\$ 2,589	\$ 2,589	\$ 2,589	\$ 2,589	\$ -
<b>Local Tax Reimbursement</b>	\$ 7,284	\$ 7,372	\$ 7,461	\$ 7,552	\$ 7,643	\$ 7,735	\$ 7,827	\$ 7,921	\$ 8,016	\$ 8,111	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 148,076
<b>Total Local-Only Reimbursement Balance</b>	\$ 72,228	\$ 64,855	\$ 57,394	\$ 49,842	\$ 42,200	\$ 34,465	\$ 26,638	\$ 18,717	\$ 10,701	\$ 2,589	\$ 2,589	\$ 2,589	\$ 2,589	\$ 2,589	\$ 2,589	\$ 148,076
<b>Total Annual Developer Reimbursement</b>	\$ 10,502	\$ 10,630	\$ 10,758	\$ 10,888	\$ 11,020	\$ 11,152	\$ 11,286	\$ 11,421	\$ 11,558	\$ 11,696	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 256,612
<b>LOCAL BROWNFIELD REVOLVING FUND</b>																
<b>LBRF Deposits *</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,835	\$ 23,811	\$ 35,928	\$ 48,190	\$ 62,493
<b>State Tax Capture</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,897
<b>Local Tax Capture</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,835	\$ 11,976	\$ 12,118	\$ 12,261	\$ 12,406	\$ 60,596
<b>Total LBRF Capture</b>	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 11,835	\$ 11,976	\$ 12,118	\$ 12,261	\$ 12,406	\$ 62,493

\* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from state and local TIR.

# Appendix 1

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Resolutions Pending

# Appendix 2

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Development and Reimbursement Agreement Pending

# Appendix 3

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Notice Pending

# Appendix 4

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# Appendix 5

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AFFIDAVIT OF CITY OF KALAMAZOO ASSESSOR

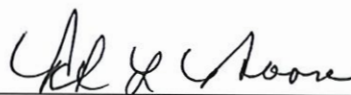
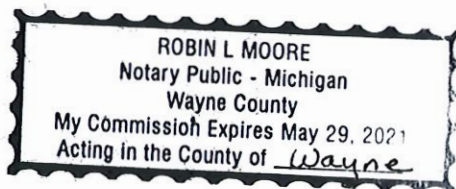
I, Aaron P. Powers, being duly sworn, states that if called upon will testify to the following facts:

1. I am employed by the City of Kalamazoo in the Management Services Department as the City Assessor.
2. I am a certified Michigan Master Assessing Officer (4).
3. I am familiar with the property located at 708N Burdick, in the City of Kalamazoo
4. This affidavit is given in accordance with MCL 125.2663(1) (h) and is made to confirm this property qualifies as 'Functionally Obsolete Property' as that term is defined under MCL 125.2652(r). The following facts, without limitation, form the basis for my expert opinion:
5. The property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or super adequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property.



Aaron P. Powers, City Assessor

Subscribed and sworn to before me by Aaron Powers on November 21, 2019.



R. Moore, Notary Public  
Wayne County, Michigan  
Commission Expires: May 29, 2021  
Acting in Wayne County

Prepared by:  
Aaron P. Powers (R-6684)  
City Assessor  
241 West South Street  
Kalamazoo, MI 49008  
(269) 337-8011

# Appendix 6

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# Kalamazoo County Housing Plan Updates

April 2025

Report prepared by the Regional and Community Development Team at  
W.E Upjohn Institute for the Kalamazoo County Board of Commissioners

Emily Petz, Lee Adams, Val Klomprens, Gerrit Anderson, Brian Pittelko

# Introduction

## Creating This Plan

The Upjohn Institute was asked by the Kalamazoo County Board of Commissioners to complete an update to the 2022 housing plan for Kalamazoo County. This update includes a housing assessment and market demands with the most recent data. We hope this update continues to support effective and efficient housing policy.

## Executive Summary

A healthy housing continuum provides homes for those in a range of incomes or in different life situations. Kalamazoo County has a shortage of housing units at multiple price points. Low rates of construction, high construction costs, pent-up demand, and housing costs that are increasing faster than wages have contributed to the shortage and affordability issues.

The housing concerns in Kalamazoo County are not small. Rising costs have put most moderate- and low-income earners into situations where they are paying more in rent or ownership costs than what is financially sustainable. This increases the chances for displacement, especially for those with fixed incomes, such as seniors, individuals with disabilities, or people trying to rebuild their lives after homelessness. There are more than 17,500 overburdened renting households in Kalamazoo County. This is 2,500 more than were counted the 2019 estimates from the first release of the Kalamazoo County Housing Plan. These households are concentrated on the lower end of the income spectrum, most below \$35,000 per year. These households would need rental units below \$875 per month in order to not be burdened by housing expenses.

Housing situations exist on a continuum from homelessness to securely affording a market-rate home. An example of this housing continuum is shown below. A healthy housing market has options for any stage. People can move throughout the continuum as needs change in their lives. Kalamazoo County needs additional housing construction in all types and price points, combined with rental protections and investment to create stable and affordable housing for those making low incomes. These three approaches will allow occupants to achieve financial stability and potentially move to a more secure or preferred form of housing.

**Affordability** is defined by a household paying 30% or less of their total gross annual income on housing. This is an inclusive definition is used for market-rate or subsidized housing. Conversely, income-qualified units are intended only for low- and moderate-income households.

# Introduction

## Housing Assessment

This plan uses a number of indicators to assess the condition of the housing continuum. The indicators examined include demographics, cost of housing, homeownership, and renter rates and changes. Population indicators are needed to understand the current and future demand for housing in the county. An examination of the existing housing stock is needed in order to grasp what problems currently exist and which housing types and policies are needed going forward. Assessing the changes in demand helps guide decision-making around how resources are utilized to provide the greatest benefit to county residents.

The population of Kalamazoo County has not significantly changed over the five-year period from 2018 to 2023. The rate of growth in the county was slightly lower than that of the state. Even without significant increases in population, the number of housing units produced did not keep pace with the demand. This has caused housing shortages and price increases, which in turn have caused more households to pay more than 30 percent of their income toward housing expenses. This phenomenon was not experienced equally across all parts of the county: certain urban and rural areas (Edison and Arcadia Neighborhoods, Richland and Oshtemo Townships) saw higher than average levels of overburdened renters.

Many homes in Kalamazoo County have issues that require repairs. This is exacerbated by the fact that much of the housing stock is older than 50 years. There are also multiple historic districts requiring specific standards for updates, adding cost or complication for owners, many of whom have low-to-moderate incomes. Addressing both the immediate and long-term issues with

existing homes may, in some cases, cost more than the value of the house; this often leads to delays in addressing these concerns and impacts the quality of housing throughout the county.

## Supply and Demand

Over 27,000 households are renting or owning homes that do not meet their budget, while others are in types of housing they do not prefer. Housing construction has not been able to catch up to pent-up demand. The large number of units needed by 2030 to meet projected demand has increased because of changing demographics and because of the Ford BlueOval Battery Park in Marshall. The total number of units needed in 2030 is up to 8,000, up from 7,750. While just over 2,500 units have been permitted since the first iteration of this plan in 2022, that is below the pace of 1,000 per year. The county still needs to build around 5,500 units by 2030 to meet this demand. The type of units needed has also changed; the number of single-family units has decreased, and the number of two-to-four attached units has increased. The movement from single-family to smaller units is due to a change in preferences from consumers, a greater need for more affordable units, and a willingness to loosen zoning ordinances from municipalities.

# Housing Supply and Demand

## Future Demand Cont'd

Using the preferences expressed in the countywide survey in 2021 and in a national housing preference survey, and the construction trends realized over the past few years, the following number of units by type and location are needed in the county.

Table 10: Units Needed to Meet Demand from Growth over the Next Six Years

		Single-Family Detached	Single-Family Attached	Mid-Sized Multi Family	Low- and Mid-Rise Apartments	Accessory Dwelling Units	
		1 Unit	2-4 Units	5-25 Units	25+ Units	+1 Unit	Total
Location	Rural/Small Town	600	300	150	50	125	1,225
	Suburban	2100	450	275	200	150	3,175
	General Urban	700	350	350	300	150	1,850
	Urban Center	200	250	300	250	150	1,150
	Urban Core	0	25	150	400	25	600
	Total	3,600	1,375	1,225	1,200	600	8,000
	Estimated Cost to Build per Unit (\$)	350,000	200,000	175,000	150,000	75,000	
	Total Cost By Type (\$)	\$1,260,000,000	\$275,000,000	\$214,375,000	\$180,000,000	\$45,000,000	\$1,974,375,000



# BRA Board of Directors Staff Report

City of Kalamazoo

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**TO:** Brownfield Redevelopment Authority Board of Directors

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

**DATE:** November 20, 2025

**SUBJECT:** Approval of the Second Amendment to the Brownfield Plan Development Agreement for 700 Block North Burdick Street and Authorize the Vice Chair to Sign

## RECOMMENDATION:

It is recommended the BRA approve the Second Amendment to the Brownfield Plan Development Agreement for 700 Block North Burdick Street.

## BACKGROUND:

This item is related to the adoption of the Amended Brownfield Plan for 700 Block North Burdick Street, and is conditioned upon approval by the City Commission. The Brownfield Plan Development Agreement for the Zoo North project was originally approved in January 2020 and amended in January 2024. The Developer and the Brownfield Redevelopment Authority have negotiated a Second Amendment to update the project description, revise the property included in the plan, clarify the eligible activities and total eligible costs, and extend the term of the Agreement to 26 years, including five years designated for Local Brownfield Revolving Fund capture. The amendment confirms a maximum of \$260,415 in Developer Eligible Activities, with \$256,612 anticipated to be reimbursed over the 21 years designated for Developer reimbursement. All other terms of the Agreement remain in effect and are ratified through this amendment.

## FISCAL IMPACT:

No fiscal impact anticipated at this time

**SECOND AMENDMENT TO BROWNFIELD PLAN DEVELOPMENT AGREEMENT**

**THIS SECOND AMENDMENT TO BROWNFIELD PLAN DEVELOPMENT AGREEMENT** (the “Second Amendment”) is entered into 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 **Zoo North, LLC**, a Michigan limited liability company whose address is PO Box 20264, Kalamazoo, Michigan 49019 (“Developer”) (collectively, the “Parties”).

**RECITALS**

A. The Authority and the Developer entered into a binding agreement dated January 16, 2020 (the “Development 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 708, 714, 718, and 720 North Burdick Street, as amended by that certain First Amendment to Brownfield Plan Development Agreement dated January 2, 2024 (the “First Amendment” and together with the “Development Agreement,” constituting the “Agreement”) all as further described in the Agreement and incorporated herein by reference.

B. The Authority and the Developer have agreed to amend the Agreement to revise the recitals regarding the project and property description and update the term of the Agreement.

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

**Section 1. Recital E.** Recital E of the Brownfield Plan Development Agreement is deleted in its entirety and amended to read:

“Developer owns property in the City located at 708 and 714 N Burdick Street (the “Property”) and legally described on the attached Exhibit A.

**Section 2. Recital G.** Recital G of the Brownfield Plan Development Agreement is deleted in its entirety and amended to read:

“Developer intends to redevelop all of the buildings located at the Property. The Property has one redeveloped building currently leased with two residential units. The remaining building on the Property Developer intends to redevelop for mixed use space, including one commercial and six residential units. These investments are expected to create four full time equivalent jobs and would increase the property tax base within the City of Kalamazoo (the "Project").”

**Section 3. Recital H.** Recital H of the Brownfield Plan Development Agreement is deleted in its entirety and amended to read:

“The Project will require the Developer to incur Eligible Costs associated with certain Eligible Activities including pre-approved activities, demolition, infrastructure improvements, brownfield plan preparation, and contingency. The Developer's Eligible Costs shall not exceed \$260,415.”

**Section 4. Section 3.2.** Section 3.2 of the Brownfield Plan Development Agreement is deleted in its entirety and amended to read:

“26 years. With five of the 26 years designated for Local Brownfield Revolving Fund (LBRF) only.”

**Section 5. Definitions.** All capitalized terms used in this Second Amendment and not defined shall have such definitions as defined in the Agreement.

**Section 6. Ratification.** The Agreement is in all other respects hereby ratified and confirmed.

**[Signatures on Following Page]**

**[Second Amendment to Brownfield Plan Development Agreement – Zoo North]**

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

Dated: \_\_\_\_\_

**CITY OF KALAMAZOO BROWNFIELD  
REDEVELOPMENT AUTHORITY**

By: \_\_\_\_\_

Rachel Bair

Its: Vice Chair

Dated: \_\_\_\_\_

**ZOO NORTH, LLC**

By: \_\_\_\_\_

Kyle Gulau

Its: Owner



# 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, Staff Liaison

**DATE:** November 20, 2025

**SUBJECT:** Adoption of a Resolution Approving the Eighth Amendment to the Purchase and Sale Agreement for 116 W Cedar Street, with Such Amendment Being in Such Form as Approved by the Board Chair and Subject to Review by Legal Counsel.

## RECOMMENDATION:

It is recommended the BRA approve the eighth Amendment to the Purchase and Sale Agreement for 116 W Cedar Street.

## BACKGROUND:

On September 30, 2025, the Brownfield Redevelopment Authority (BRA) and the Purchaser executed the Seventh Amendment to the Purchase and Sale Agreement for 116 W Cedar Street, extending the Investigation Period through November 30, 2025. Since that time, the Purchaser has continued advancing its redevelopment plans for the property. Developer has made progress toward abatement and demolition of structures at the adjacent property. Utilities at 116 W Cedar Street and adjacent property have been disconnected in preparation for demolition. Fishbeck has reviewed prior asbestos and hazardous material surveys. A subsequent supplemental survey for hazardous materials has been ordered to test any remaining materials in the building, including roof materials, enclosed areas, Lead-based paints, and PCBs prior to landfilling.

To support continued progress, the BRA and Purchaser desire to further amend the Agreement to:

- (1) extend the Closing timeline
- (2) outline additional Purchaser activities related to demolition and redevelopment
- (3) clarify certain contractual obligations between the parties

Under the proposed Eighth Amendment, the Closing Date will be extended to a date 120 days after both parties sign the Amendment. The Purchaser agrees to use best and good-faith efforts to demolish the existing 14,920-square-foot public safety building and construct a four-story residential development consisting of approximately 71 new rental apartments across 116 W Cedar and three adjacent parcels owned by the Purchaser. The estimated start of construction is

spring 2026.

The Purchaser has applied for tax increment financing support through a Brownfield Plan, which would require separate City Commission approval and a future development and reimbursement agreement with the BRA. The BRA will reimburse eligible abatement and demolition costs under Act 381 for removal of the 116 W Cedar structure, upon submission of acceptable documentation and permit closure. The BRA may limit the amount of this reimbursement within the agreement with a not-to-exceed value based on estimates from demolition and abatement contractors, plus contingency for permitting, fees, oversight, and unforeseen costs.

The Amendment also establishes a Right of First Refusal (ROFR) period. If the Purchaser does not secure construction financing and begin substantial construction within 12 months of obtaining demolition permits, the BRA will have the option, but not the obligation, to purchase the Property at the original Agreement terms. Additional ROFR provisions apply to the Purchaser's three adjacent parcels.

All other terms of the Agreement remain unchanged.

**FISCAL IMPACT:**

This agreement includes a provision to advance reimbursement to Developer for demolition and abatement costs incurred at 116 W Cedar Street, after property transfer but prior to start of construction. The agreement does not include a not-to-exceed amount but can be added before agreement is executed by both parties. The reimbursement would be taken from the Local Brownfield Revolving Fund - Account Code 242-735-00.000-967.005

**CITY OF KALAMAZOO BROWNFIELD  
REDEVELOPMENT AUTHORITY**

**RESOLUTION APPROVING AND AUTHORIZING EXECUTION OF AN  
EIGHTH AMENDMENT TO A PURCHASE AND SALE AGREEMENT WITH  
116 WEST CEDAR LLC AND BURDICK@CEDAR LLC**

Boardmember \_\_\_\_\_, supported by Boardmember \_\_\_\_\_, moved the adoption of the following resolution:

WHEREAS:

1. On September 15, 2022, the City of Kalamazoo Brownfield Redevelopment Authority (the "BRA") and 116 West Cedar LLC and Burdick@Cedar LLC (collectively "Purchaser") signed the First Amendment to Purchase and Sale Agreement to extend the Investigation Period by an additional 12 months to end March 31, 2023 at 5:00 p.m. Eastern Daylight Time; and
2. On August 15, 2023, the BRA and Purchaser signed the Second Amendment to the Purchase and Sale Agreement on August 15, 2023, to extend the Investigation Period by an additional 12 months to end March 31, 2024 at 5:00 p.m. Eastern Daylight Time; and
3. On March 28, 2024, the BRA and Purchaser signed the Third Amendment to the Purchase and Sale Agreement to extend the Investigation Period until June 28, 2024 at 5:00 p.m. Eastern Daylight Time.
4. On June 27, 2024, the BRA and Purchaser signed the Fourth Amendment to the Purchase and Sale Agreement to extend the Investigation Period until September 27, 2024 at 5:00 p.m. Eastern Daylight Time.
5. On September 26, 2024, the BRA and Purchaser signed the Fifth Amendment to the Purchase and Sale Agreement to extend the Investigation Period until March 27, 2025 at 5:00 p.m. Eastern Daylight Time.
6. On March 25, 2025, the BRA and Purchaser signed the Sixth Amendment to the Purchase and Sale Agreement to extend the Investigation Period until September 30, 2025 at 5:00 p.m. Eastern Daylight Time.
7. On March 25, 2025, the BRA and Purchaser signed the Sixth Amendment to the Purchase and Sale Agreement to extend the Investigation Period until September 30, 2025 at 5:00 p.m. Eastern Daylight Time.
8. On September 30, 2025, the BRA and Purchaser signed the Seventh Amendment to the Purchase and Sale Agreement to extend the Investigation Period until November 30, 2025 at 5:00 p.m. Eastern Standard Time.
9. Since signing the Seventh Amendment to the Purchase and Sale Agreement,

Purchaser has made progress toward its redevelopment plans and the BRA and Purchaser desire to extend the Closing timeline, including additional Purchaser activities, and provide for additional contractual obligations amongst and between BRA and Purchaser.

**RESOLVED:**

1. That the Eighth Amendment to Purchase and Sale Agreement between the Authority and the Purchaser is approved; 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: \_\_\_\_\_  
Andrew Schipper, 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 November 20, 2025, 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: \_\_\_\_\_  
Andrew Schipper, Secretary

## **EIGHTH AMENDMENT TO THE PURCHASE AND SALE AGREEMENT**

The CITY OF KALAMAZOO BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan public corporate body, operating pursuant to Public Act 381 of 1996, as amended (“Act 381”), whose address is 245 N. Rose Street, Suite 100, Kalamazoo, Michigan 49007 (the “**BRA**”), 116 WEST CEDAR, LLC, a Michigan domestic limited liability company, having an address at 750 Trade Centre Way, Suite 100, Portage, Michigan 49002 (“**116 West Cedar**”), and BURDICK@CEDAR, LLC, a Michigan domestic limited liability company, having an address at 4200 West Centre Avenue, Portage, Michigan 49024 (“**Burdick@Cedar**,” and together with 116 West Cedar, the “**Purchaser**”) entered a Purchase and Sale Agreement dated September 27, 2021 (hereinafter, the “**Agreement**”), for the property described and located at 116 West Cedar Street, Kalamazoo, MI 49007.

### **BACKGROUND**

- A. On September 15, 2022, the BRA and Purchaser signed the First Amendment to Purchase and Sale Agreement to extend the Investigation Period by an additional 12 months to end March 31, 2023 at 5:00 p.m. Eastern Daylight Time.
- B. On August 15, 2023, the BRA and Purchaser signed the Second Amendment to the Purchase and Sale Agreement to extend the Investigation Period by an additional 12 months to end March 31, 2024 at 5:00 p.m. Eastern Daylight Time.
- C. On March 28, 2024, the BRA and Purchaser signed the Third Amendment to the Purchase and Sale Agreement to extend the Investigation Period until June 28, 2024 at 5:00 p.m. Eastern Daylight Time.
- D. On June 27, 2024, the BRA and Purchaser signed the Fourth Amendment to the Purchase and Sale Agreement to extend the Investigation Period until September 27, 2024 at 5:00 p.m. Eastern Daylight Time.
- E. On September 26, 2024, the BRA and Purchaser signed the Fifth Amendment to the Purchase and Sale Agreement to extend the Investigation Period until March 27, 2025 at 5:00 p.m. Eastern Daylight Time.
- F. On March 25, 2025, the BRA and Purchaser Signed the Sixth Amendment to the Purchase and Sale Agreement to extend the Investigation Period until September 30, 2025 at 5:00 p.m. Eastern Daylight Time.
- G. On September 30, 2025, the BRA and Purchaser Signed the Seventh Amendment to the

Purchase and Sale Agreement to extend the Investigation Period until November 30, 2025 at 5:00 p.m. Eastern Standard Time.

- H. Since signing the Seventh Amendment to the Purchase and Sale Agreement, Purchaser has made progress toward its redevelopment plans and the BRA and Purchaser desire to extend the Closing timeline, include additional Purchaser activities, and provide for additional contractual obligations amongst and between the BRA and Purchaser.
- I. Both BRA and Purchaser agree to enter this Eighth Amendment to the Purchase and Sale Agreement.

### **AGREEMENT**

1. The term “Closing Date” of Section 6, Closing at page 3 of the Agreement, is amended to read:  
“The purchase and sale of the Property as contemplated by this Agreement shall be consummated (the “Closing”) at the offices of the Title Company, upon the date which is one hundred twenty (120) days following the signing of the Eighth Amendment by both Parties (the “**Closing Date**”).”
2. BRA and Purchaser agree that Purchaser shall use its best and good faith efforts to demolish the existing 14,920 square foot public safety building on the Property and construct a four-story residential development on the 0.94 acres that covers 116 W Cedar and the three adjacent parcels owned by Purchaser (known as Parcel IDs: 06-22-130-003, 06-22-130-002, 06-22-130-001). The four-story residential development shall consist of approximately seventy-one (71) new rental apartments.
3. Purchaser has applied for a Brownfield Plan seeking tax increment financing, which may include support for departmental activities, potential rent loss gap subsidy, site preparation, and infrastructure activities. BRA and Purchaser agree that all eligible activities must be approved in a Brownfield Plan by the City Commission and detailed in a separate development and reimbursement agreement approved by the BRA. The BRA will, however, reimburse eligible costs for qualifying abatement and demolition activities under Act 381 for removal of the 116 W Cedar structure, upon submission of acceptable documentation, once activities have been completed and permits closed.
4. BRA and Purchaser agree that if Purchaser does not close on construction financing and begin substantial project construction within twelve (12) months of obtaining demolition

permits (the “ROFR Period”), BRA has the option, not the obligation, to purchase the Property as improved, for the same price and terms as exist in the Agreement (the “ROFR”). Notwithstanding the foregoing, Purchaser is not required to reimburse BRA for demolition or abatement costs.

5. During the ROFR Period, Purchaser and BRA expressly acknowledge that this Agreement, and Purchaser’s and BRA’s rights and obligations hereunder, are subject to that certain ROFR held by BRA (the “ROFR Holder”) regarding Parcel ID’s 06-22-130-003, 06-22-130-002, 06-22-130-001, as set forth herein. Purchaser and BRA agree that BRA’s ability to exercise the ROFR shall remain as an option, rather than an obligation, if and when Purchaser elects to divest its interest in Parcel ID’s 06-22-130-003, 06-22-130-002, 06-22-130-001. BRA and Purchaser acknowledge that upon notice that Purchaser has elected to divest its interest in Parcel ID’s 06-22-130-003, 06-22-130-002, 06-22-130-001, the ROFR Holder must elect to exercise or waive the ROFR within thirty (30) days of receipt of such notice.
6. In all other regards, the Agreement is unchanged and affirmed by the parties.
7. This Amendment shall become effective on the last signature date set forth below.

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Eighth Amendment to the Purchase and Sale Agreement.

*[Signatures by the authorized representatives of the parties are on the following page.]*

**CITY OF KALAMAZOO BROWNFIELD REDEVELOPMENT AUTHORITY**

\_\_\_\_\_  
Lucas Middleton, Authorized Signer

Dated: \_\_\_\_\_

**116 W. CEDAR, LLC**

\_\_\_\_\_  
Roger E. Hinman, Manager  
Authorized Representative

Dated: \_\_\_\_\_

**BURDICK@CEDAR, LLC**

\_\_\_\_\_  
Joseph L. Gesmundo, Manager  
Authorized Representative  
4920-2104-4602 v1 [105916-1]

Dated: \_\_\_\_\_



# BRA Board of Directors Staff Report

City of Kalamazoo

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**TO:** Brownfield Redevelopment Authority Board of Directors

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

**DATE:** November 20, 2025

**SUBJECT:** Approval of the Second Amendment to the 530 S Rose Grant Agreement and Authorize the Chair to Sign

## RECOMMENDATION:

It is recommended the BRA approve the Second Amendment to the 530 S Rose Grant Agreement.

## BACKGROUND:

The Brownfield Redevelopment Authority entered into a Grant Agreement with 530 S Rose LDHA LP in June 2023 to pass through up to \$330,200 in EGLE Brownfield Redevelopment Grant funding to support the development of new affordable senior housing at 530 S. Rose Street. EGLE subsequently awarded additional funding, and the Authority and Developer executed a First Amendment in November 2023 reflecting a total grant of \$350,000, including \$10,500 for administrative costs. EGLE has since amended the grant budget to allocate the administrative funding between the Authority and the Developer for final reporting. The proposed Second Amendment updates the parties' agreement to reflect this revised budget allocation, splitting the \$10,500 administrative fee paying \$6,434.50 to BRA and \$4,065.50 to Developer for final reporting. All other terms of the Grant Agreement remain unchanged.

## FISCAL IMPACT:

This approval will allow for a change order to purchase order P-045957-02 in an amount of \$4,065.50 to make final payment to Developer and close out the Grant.

**SECOND AMENDMENT TO 530 S. ROSE GRANT AGREEMENT**

**THIS SECOND AMENDMENT TO 530 S. ROSE GRANT AGREEMENT** (the “Second Amendment”) is entered into 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 **530 Rose Limited Dividend Housing Association Limited Partnership**, a Michigan limited partnership whose address is 102 S. Main Street, Mount Pleasant, MI 48858 (“Developer”) (collectively, the “Parties”).

**RECITALS**

A. The Authority and the Developer entered into a binding agreement dated June 19, 2023 (the “Grant Agreement”) concerning the use of anticipated grant proceeds received by the Authority pursuant to an EGLE Brownfield Grant Agreement between the Michigan Department of Environment, Great Lakes, and Energy and the Authority to facilitate due care planning and contaminated fill removal and disposal associated with the development of a property located at 530 S. Rose Street, Kalamazoo, MI 49007 (the “EGLE Grant”), as amended by that certain First Amendment to 530 S. Rose Grant Agreement dated November 28, 2023 (the “First Amendment” together with the “Grant Agreement,” constituting the “Agreement”).

B. The Authority and the Developer have agreed to further amend the Agreement to amend the recitals.

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

**Section 1. Amendment to “Recitals” of Agreement.** Recital D is deleted in its entirety and amended to read as follows:

The Authority will, in turn, award up to \$339,500 of the EGLE Grant proceeds (the "Grant Proceeds") to Developer for reimbursement of eligible costs in order to further the redevelopment of the Property into a five-story affordable senior housing project, as further detailed in the Project Details and Project Budget (the "Project"). The administration cost of \$10,500 will be divided between the Authority and Developer. The Authority will act as Grant Administrator, as permitted by the EGLE Grant Agreement. Up to \$6,434.50 of administration cost will be payable to the Authority for Grant Administration and up to \$4,065.50 will be payable to Developer for Final Grant Reporting. The total grant award to the Developer under this Agreement shall not exceed \$343,565.50.



**CITY OF KALAMAZOO  
BROWNFIELD REDEVELOPMENT AUTHORITY**

**A RESOLUTION APPROVING FIRST AMENDMENT TO  
530 S ROSE GRANT AGREEMENT FOR A PROJECT AT  
530 S ROSE STREET, KALAMAZOO, MICHIGAN**

Minutes of a regular meeting of the Board of Directors of the City of Kalamazoo Brownfield Redevelopment Authority, held on November 20, 2025, at 7:45 a.m., local time at 245 N. Rose Street, Ste. 100 in Kalamazoo, Michigan.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following resolution was offered by Member \_\_\_\_\_ and supported by Member \_\_\_\_\_.

RECITALS:

- A. The City of Kalamazoo Brownfield Redevelopment Authority (the “Authority”) submitted an application to receive a Brownfield Redevelopment Grant (“Grant”) from the Michigan Department of Environment, Great Lakes, and Energy (“EGLE”) to support 530 S ROSE LDHA LP (Developer) in the development of a new affordable senior housing project. The vacant 0.5 acre parcel is identified as Parcel No. 06-22-114-030.
- B. The Authority anticipated the award from EGLE in the amount of \$338,540, including an administration cost of \$8,340, to facilitate due care planning and contaminated fill removal and disposal and to address other environmental conditions associated with the redevelopment of a former residential property located at 530 S. Rose St., Kalamazoo, MI 49007, within the Vine Neighborhood (the “Property”).
- C. On June 19, 2023, the Authority signed a grant agreement with Developer to pass through funding up to \$330,200 for reimbursement of eligible costs to further the redevelopment the Property (the “Agreement”).
- D. On August 21, 2023, the Authority entered into the EGLE Grant which included an award of additional grant funding not originally anticipated by the Parties.
- E. On November 16, 2023, the Authority and the Developer agreed to amend the Agreement to reflect the terms of the EGLE Grant as awarded, which reflected a total of \$350,000 in grant funding including \$10,500 in administrative funding to the Authority.

- F. The Authority and the Developer have agreed to amend the Agreement to reflect an amendment to the EGLE Grant budget, which reflects a split in the \$10,500 administrative funding whereby \$6,434.50 is payable to the Authority for grant administration activities and \$4,065.50 is payable to Developer for final reporting.
- G. The total grant award to the Developer under this Agreement shall not exceed \$343,565.50.

THEREFORE, IT IS RESOLVED:

1. The BRA Board of Directors approves and authorizes its Chairperson to sign the Second Amendment to 530 S. Rose Grant Agreement.
2. BRA staff is directed to administer and oversee the work undertaken in all EGLE-approved grant work plans - subject to the provisions of the Agreement and EGLE Agreement and in compliance with EGLE rules and regulations – to ensure such Grant funds are properly allocated for the purposes set forth in the EGLE-approved work plans.

**AYES**, Directors \_\_\_\_\_

**NAYS**, Directors \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED.**

CERTIFICATION

I certify that (i) the above is a true and complete copy of a resolution adopted by the Board of Directors of the City of Kalamazoo Brownfield Redevelopment Authority at a regular meeting held on November 20, 2025. The meeting was conducted and public notice of it was given to and in full compliance with the Michigan Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976); and minutes of the meeting were kept will be available as required by the Act.

\_\_\_\_\_  
 Andrew Schipper  
 Secretary



# 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, Staff Liaison

**DATE:** November 20, 2025

**SUBJECT:** Adoption of a Resolution Approving an Affordable Housing Agreement between the City of Kalamazoo, Brownfield Redevelopment Authority, 619, LLC and 19 Props, LLC, and Authorizing the Chair to Sign.

## RECOMMENDATION:

It is recommended the BRA approve the Affordable Housing Agreement between the City of Kalamazoo, Brownfield Redevelopment Authority, 619 LLC and 19 Props LLC.

## BACKGROUND:

This agreement is a required component of the Transformational Brownfield Plan (TBP) that the developer is pursuing with the Michigan Strategic Fund (MSF). Approval of the TBP would allow the project to capture state income tax revenues, bringing an additional source of incentive support into the city without affecting any local tax capture that is already in place. This is a new tool that helps close the financial gap and makes the project more viable without reducing revenue streams for the BRA, City, County, or other local taxing jurisdictions.

To qualify for state income tax capture, the project must include a written affordable housing agreement with the City. While the rents being proposed are below current market levels and include a mix of affordable and workforce-rate units, the program requirements under Act 381 focus more heavily on income limits than rent levels. This means that even though the project delivers meaningful affordability through restricted rents, the state incentive calculation is not able to fully recognize that benefit. Despite that limitation, the development team has committed to recording six units in each project for households earning 120% AMI or below to ensure that the city can secure the maximum state benefit available.

## Affordable Housing Agreement – Summary of Requirements

Under the proposed Affordable Housing Agreement associated with the Transformational Brownfield Plan, the developer must provide a total of 23 rent-restricted units across two components for the duration of the 10-year Affordability Period.

**Total Required Units**

12 units within the 619 Porter Component  
11 units within the Speareflex Component

**Rent Restriction Requirements**

619 Porter Component:

11 units must be leased at rents affordable to households at or below 80% AMI  
1 unit must be leased at a rent affordable to a household at or below 60% AMI

Speareflex Component:

10 units must be leased at rents affordable to households at or below 80% AMI  
1 unit must be leased at a rent affordable to a household at or below 60% AMI

**Income Eligibility Requirement** (applies across both projects)

In addition to rent limits, each project must reserve at least 6 rent-limited units for households earning no more than 120% AMI.  
This results in 12 total units (6 at 619 Porter and 6 at Speareflex) with a defined upper income cap tied to tenant eligibility.

**FISCAL IMPACT:**

Income monitoring will be covered with administrative fee included in the separate Transformational Brownfield Plan, adopted by the City Commission on 10/20/2025

**CITY OF KALAMAZOO  
BROWNFIELD REDEVELOPMENT  
AUTHORITY**

**RESOLUTION NO. \_\_\_\_\_**

**A RESOLUTION AUTHORIZING AND APPROVING AN  
AFFORDABLE HOUSING AGREEMENT RELATED TO  
A TRANSFORMATIONAL BROWNFIELD PLAN**

Minutes of a regular meeting of the City of Kalamazoo Brownfield Redevelopment Authority held on \_\_\_\_\_, 2025, at or after 7:45 a.m.

**PRESENT**, Members:

**ABSENT**, Members:

The following preamble and resolution were offered by \_\_\_\_\_  
and supported by \_\_\_\_\_.

**WHEREAS**, the City of Kalamazoo established its Brownfield Redevelopment Authority (the “BRA”), pursuant to the Brownfield Redevelopment Authority Act, Act 381 of the Public Acts of Michigan of 1996, as amended (the “Act”), in order to create economic opportunities by putting contaminated properties back into productive use while protecting human health and the environment, to enable the safe reuse of previously developed and contaminated properties, to minimize urban sprawl, and to revitalize the community through investment, increased tax base, and job creation; and

WHEREAS, the City Commission on October 20, 2025 approved a Transformational Brownfield Plan (the “TBP”), involving 619, LLC, a Michigan limited liability company, and 19 PROPS, LLC, and ACW 3, LLC (together, the "Developer") and Developer’s \$96,000,000 investment in three sites within the City of Kalamazoo which will include the development of the 619 Porter, the Speareflex Building, the Michigan Avenue Courthouse (“MAC”); and

WHEREAS, in order to implement the provision within the Act that permits maximum reimbursement of income tax revenues, the Developer must enter into an affordable housing agreement with the City and the BRA; and

WHEREAS, the City Commission on October 20, 2025 approved the Affordable Housing as it relates to the Transformational Brownfield Plan and authorized the City Manager to sign.

**NOW, THEREFORE, BE IT RESOLVED**

1. The Affordable Housing Agreement, in substantially the form attached, is approved and authorized with such modifications not materially adverse to the Authority, approved as to content by the Chair, and as to form by legal counsel; and

2. That the Chair is authorized and directed to execute the Affordable Housing Agreement for and on behalf of the Authority; and
3. That all resolutions and parts of resolutions insofar as they conflict herewith shall be and the same are hereby rescinded.

The above resolution was offered by \_\_\_\_\_ and supported by \_\_\_\_\_

**AYES:**

**NAYS:**

**ABSTAIN:**

**RESOLUTION DECLARED ADOPTED.**

**CERTIFICATE**

The foregoing is a true and complete copy of a resolution adopted by the City of Kalamazoo Brownfield Redevelopment Authority at a regular meeting held on November 20, 2025. Public notice was given and the meeting was conducted in full compliance with the Michigan Open Meetings Act (PA 267 of 1976). Minutes of the meeting will be available as required by the Act.

\_\_\_\_\_  
Andrew Schipper  
Secretary



**AFFORDABLE HOUSING AGREEMENT  
CITY OF KALAMAZOO**

**THIS AFFORDABLE HOUSING AGREEMENT** ("Agreement") is entered into as of \_\_\_\_\_, 2025 by and between the **CITY OF KALAMAZOO** ("City"), a Michigan public body corporate, with an address of 241 West South Street, Kalamazoo, MI 49007, the **CITY OF KALAMAZOO BROWNFIELD REDEVELOPMENT AUTHORITY** ("Authority"), a Michigan public body corporate, with an address of 245 North Rose Street, Kalamazoo, MI 49007, and **619, LLC** (a "Developer"), a Michigan limited liability company, with an address of 200 W. Michigan Avenue, Suite 201, Kalamazoo, Michigan, 49007 and **19 PROPS, LLC** (a "Developer"), a Delaware limited liability company, with an address of 200 W. Michigan Avenue, Suite 201, Kalamazoo, Michigan, 49007.

**WITNESSETH:**

**WHEREAS**, the City has a vested interest to: (1) promote the health, safety and general welfare of the citizens of the City through the implementation of housing goals, objectives, and policies that support economically integrated housing opportunities in the development or rehabilitation of housing, (2) stimulate the production of affordable rental housing available to individuals or families, and (3) optimize benefits available to residents by incentivizing affordable residential housing projects; and

**WHEREAS**, Developer's proposal includes the redevelopment of three different buildings and project areas (each, a "Component") within the City as follows: (1) redevelopment of the "Speareflex," a 51,000 square foot, commercial office development into a residential housing project at 161 E. Kalamazoo Avenue (the "Speareflex Component"); (2) redevelopment of "619 Porter", a former industrial building into a 65,000 square foot mixed-use project at 619 Porter Street and adjacent parcels (the "619 Porter Component"); and (3) redevelopment of the Michigan Avenue Courthouse (MAC), into approximately 100,000 square foot hotel project (the "MAC Component"), which, collectively are expected to include approximately 115 apartments and other commercial spaces, including approximately 120 hotel rooms, spread over three sites in multiple component phases (altogether, the "Project"); only the Speareflex Component and the 619 Porter Component are the subject of this Agreement; and

**WHEREAS**, Developer intends to procure Michigan Strategic Fund (MSF) approval for transformational brownfield plan (the "Plan") for the Project under the Brownfield Redevelopment Financing Act, Act 381 of 1996, as amended ("Act 381"), which the Plan, if approved by the MSF and the City, would afford Developer the opportunity to obtain reimbursement of certain eligible activities funded by the capture of certain eligible tax revenues and to obtain other tax benefits as described in Act 381 determined to be necessary for the Project to be economically viable; and

**WHEREAS**, if the MSF, Authority, and the City approve the Plan for the Project, the Project may be eligible, subject to an underwriting and financial analysis and other requirements all as set forth in Act 381, to capture up to 100% of income tax capture revenues

if the applicable eligible properties within the Plan for the Project are subject to a written, binding affordable housing agreement with the City; and

**WHEREAS**, Developer, in order to make the Project eligible to capture up to 100% of income tax capture revenues, is willing to commit to certain affordable housing requirements subject to the terms and conditions set forth in this Agreement; and

**WHEREAS**, to encourage the successful completion of the Project and promote the development of inclusive mixed-income communities, the City, the Authority, and the Developer are entering into this agreement to ensure and provide for affordable housing;

**NOW, THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the City, the Authority, and Developer agree as follows:

1. **Definitions.** The following terms used throughout this Agreement shall be defined as follows:
  - a. "Developer" means (i) with respect to the Spareflex Component, 19 Props, LLC, and (ii) with respect to the 619 Porter Component, 619, LLC.
  - b. "Income Limit" means the maximum Household Income that may be earned, determined no less than 30 days nor more than 60 days prior to entering into a lease, by a household leasing an Affordable Unit. For the purposes of this Agreement, the relevant income limits at the time of a Lessee's initial lease or lease renewal, are those most recently published by the Michigan State Housing Development Authority (MSHDA) for Kalamazoo County, Michigan, and are 120% of the area median income ("AMI").
  - c. "Rent Limit" means the maximum amount that may be charged as monthly base rent for an Affordable Unit based on the number of bedrooms in the Affordable Unit. The Rent Limit is published by MSHDA on an annual basis. Developer shall not assess unreasonable fees upon Lessees and shall not assess any fees upon Lessees of Affordable Units that are in addition to any fees assessed upon any other tenant.
  - d. "Affordable Housing Requirement" means: (1) for the Spareflex Component, the Income Limit for at least 6 residential dwelling units within the Component must be leased to households whose Household Income is equal to or less than 120% AMI, and the Rent Limit for 10 residential dwelling units rented for an amount that does not exceed 80% AMI and 1 residential dwelling unit that does not exceed 60% AMI and, (2) for the 619 Porter Component, the Income Limit for 6 residential dwelling units must be leased to households whose Household Income is equal to or less than 120% of AMI, and the Rent Limit for 11 residential dwelling units rented for an amount that does not exceed 80% AMI and 1 residential dwelling unit that does not exceed 60% AMI. Any unit that has an Income Limit shall also have a Rent Limit.

- e. "Affordability Period" means the specific time periods for which residential rental dwelling units must be maintained as Affordable Units. Each Component of the Project may have its own Affordability Period. The Affordability period of each Component shall begin once all residential dwelling units in a Component have satisfied all requirements for the issuance of a temporary certificate of occupancy or its equivalent from the City, and the dwelling units in that Component may be legally occupied, and shall expire ten (10) years thereafter for the Speareflex Component and expire ten (10) years thereafter for the 619 Porter Component. The Developer anticipates that the Project will have three Components, two of which, namely the 619 Porter Component and the Speareflex Component, will include residential dwelling units subject to the Affordability Period.
- f. "Grace Period" means the 12-month renewal period available for an eligible Lessee whose Household Income has exceeded the 120% AMI Income Limit for an Affordable Unit.
- g. "Affordable Units" mean residential rental dwelling units within the Project that satisfy the Affordable Housing Requirement.
- h. "AMI" means the median family income for Kalamazoo County as most recently published by MSHDA.
- i. "Income Checklist" means a checklist that contains information necessary to determine Household Income, and such checklist form may be provided by Developer, subject to approval by the City, with such approval not to be unreasonably withheld.
- j. "Tenant Household Self Certification Form" means a form that contains information necessary for tenants to self-certify their Household Income, and such Tenant Household Self Certification Form may be provided by Developer, subject to approval by the City, with such approval not to be unreasonably withheld.
- k. "Tenant Income and Rent Report" means a report containing information necessary to document tenant income and rental rates charged, and such Tenant Income and Rent Report form may be provided by Developer, subject to approval by the City, with such approval not to be unreasonably withheld.
- l. "Lessee" means any individual(s) that enters into a lease with the Developer for any Affordable Unit in the Project.
- m. "Household Income" means all income received or derived from any source required to be listed on the Income Checklist by (1) every individual named as an authorized leaseholder on the lease regardless of their age, and (2) every household member age 18 and older, including those listed as household members on the lease. Household income does not include income received by individuals under 18 years of age unless a Lessee, nor income of a lease guarantor who does not reside in the

unit.

- n. "Affirmative Marketing Survey" means a report documenting marketing efforts undertaken in connection with leasing the Affordable Units, and such Affirmative Marketing Survey form may be provided by Developer, subject to approval by the City, with such approval not to be unreasonably withheld.
  - o. "Designated Representative" means that for purposes of this Agreement the designated representative of the City is the City Manager or their designee and the designated representative of the Authority is either the Community Planning & Economic Development Department Director or the Development Manager within that department.
2. **Term of Agreement.** This Agreement shall be effective only upon (1) the final approval of the Plan for the Project by the City and MSF, and (2) execution of a development and reimbursement agreement for the Project and shall expire at the end of the final Affordability Period unless terminated earlier pursuant to another provision of this Agreement.
  3. **Obligations of Developer.** Developer shall meet the Affordable Housing Requirement, subject to the limitations herein, by constructing or developing, and leasing, Affordable Units subject to the terms and conditions of this Agreement.
  4. **Income Certification.** During the Affordability Period, Developer shall conduct annual income certifications as described herein to ensure the Household Income of the Lessee does not exceed the applicable Income Limit. Income shall be determined in a manner reasonably consistent with the Part 5 method and shall include income sources as identified in 24 CFR 5.609. Developer shall obtain a completed Income Checklist, including all supporting documentation (a) no less than 30 days nor more than 60 days prior to the date of entering into a lease for an Affordable Unit, and (b) no less than 30 days nor more than 60 days prior to each fifth anniversary of such date. Developer shall, in the intervening years (i.e. years two, three, four, six, etc.) obtain a completed Tenant Household Self-Certification Form for each Lessee no less than 30 days nor more than 60 days prior to lease renewal. Developer shall retain all documentation collected pursuant to this Section 5 for a minimum of five years after receipt.
  5. **Over Income.** An Affordable Unit is "over income" and temporarily out of compliance with the Affordable Housing Requirement when a Lessee experiences an increase in Household Income causing them to surpass the applicable Income Limit. In the event that the Lessee's Household Income is above 120% AMI, the Lessee's unit shall qualify as an Affordable Unit only for the duration of the Grace Period. Rent during the Grace Period will correspond with the applicable Rent Limit. As soon as practicable at the beginning of the Grace Period, the Developer shall provide appropriate notice to the Lessee describing the terms of this Agreement. Upon the expiration of the Grace Period, the unit will no longer qualify as an Affordable Unit and Developer must rent the next available unit of its approximate size and number of bedrooms as an Affordable Unit to maintain compliance with the Affordable Housing Requirement.

6. **Marketing of Affordable Units.** Developer will market the Project to both affordable and market rate applicants with the intention of meeting the requirements of this Agreement. Should an income-restricted unit remain vacant for longer than 30 days due to lack of income-qualified applicants who meet Developer's rental qualification standards (which standards shall not violate the Fair Housing Act), upon notice to the Authority, the Developer may rent the unit to a market rate applicant and rent the next available unit of approximate size and number of bedrooms as an Affordable Unit.
  
7. **Reporting to City.** Within sixty (60) days after the end of each calendar year of this Agreement, Developer shall provide the Authority and the City of Kalamazoo Community Planning and Economic Development Department a report containing the following information:
  - a. The total number of residential rental units for which an unconditional certificate of occupancy has been issued by the City of Kalamazoo and the total number of Affordable Units in the Project.
  - b. An Affirmative Marketing Survey for the previous calendar year.
  - c. The Tenant Income and Rent Report (TIRR) for the previous calendar year for all Affordable Units subject to this Agreement.
  - d. The number of Affordable Units that are temporarily over income and out of compliance due to a previously qualified Lessee exceeding the applicable Income Limit and the plan to comply with the Affordable Housing Requirement.

The City hereby delegates the authority to review and make determinations based on the reporting received to the Authority. After receipt of the documentation required in this Section, Authority shall review each report within thirty (30) business days after receiving it. The Authority may either (a) accept the report, or (b) request documentation from Developer as is reasonably necessary to verify some or all of the information in the report, which documentation may include but shall not be limited to income certification documentation and leases. Developer shall provide the requested documentation within thirty (30) days of receiving such request from the City. Within forty-five (45) business days following the receipt of such supplemental documentation, the Authority shall make the determination of whether the Affordable Housing Requirement has been met. If the Authority determines that the Affordable Housing Requirement has not been met, the Authority, on behalf of the City, will provide the Developer with a written determination which shall describe the specific deficiency that resulted in the City's determination. If Developer wishes to appeal that determination, it shall provide written notice to the Authority within fifteen (15) business days of the Authority written determination, and the issue shall be brought to the Authority within forty-five (45) business days thereafter for its determination. Developer shall have (60) calendar days to cure period commencing after the later of receipt of notice of failure to satisfy the terms of this Agreement, the Authority's determination of Developer's appeal.

8. **Notice and Notification of End of Affordability Period.** At least three years prior to the end of the Affordability Period, Developer shall submit notice to the tenants of the Affordable Units, the Authority, and City of Kalamazoo Community Planning and Economic Development Department indicating the end date of the Affordability Period and Developer's plan for the expiring Affordable Units after the end of the Affordability Period. After this initial notification, Developer shall submit similar notices at eighteen months prior to the end of the required Affordability Period and every six months thereafter with such notices to the same parties listed above, indicating the Affordability Period remaining on the Affordable Units and notification of the plan for the Affordable Units after the end of the Affordability Period.

At all times during the Affordability Period, every lease between Developer and a Lessee must contain notification to the Lessee of the benefit derived from this Agreement, the Lessee's obligations, and the terms under which the benefit would no longer be available, including (1) if in the future the Lessee's Household Income exceeds the applicable Income Limit for the Affordable Unit at the time of expiration or renewal of their lease, or (2) the expiration of the Affordability Period.

9. **Obligations of City.** The City shall make commercially reasonable efforts to assist Developer through City permitting, site plan approval, financing applications, and other City processes. Notwithstanding the foregoing obligation, the City's efforts do not guarantee final City approvals or City of Kalamazoo City Commission approval.

10. **Recording.** Developer shall execute and record a restriction encumbering the Project in a manner consistent with this Agreement for the duration of the Affordability Period ("Recorded Restriction"). Once recorded, Developer shall provide a copy of the Recorded Restriction to the Authority.

11. **Intentionally Deleted**

12. **Intentionally Deleted**

13. **Indemnity and Insurance.** To the extent allowed by law, the Developer shall indemnify, defend and hold harmless the Authority and the City, including their past and present elected and appointed officials, board members, commissioners, agents and employees, from any damages that it may sustain through the negligence or willful misconduct of the Developer, its contractors, subcontractors, directors, agents and employees pertaining to the performance of this Agreement.

- a. **Maintenance of Insurance:** The Developer shall maintain such insurance as necessary to comply with this provision during the life of this Agreement and will provide and maintain its own public liability, property damage, and workers' compensation insurance. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan, and reasonably acceptable to the City and the Authority. Insurance required to be maintained by the Developer shall include:

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.

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.

- b. 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, commissioners and board members, including employees and volunteers thereof and the City of Kalamazoo Brownfield Redevelopment Authority and all commissioners, board members and employees thereof. It is understood and agreed that by naming the City and the Authority as additional insureds, coverage afforded is primary and any other insurance the City or the Authority may have in effect shall be considered secondary and/or excess.
- c. 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 the persons designated in this Agreement to receive notices in behalf of the Authority and the City.

Proof of Insurance Coverage: The Developer shall provide the Authority and City at the time that the contracts are returned for execution, 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.

- d. Expiration of Coverage: If any coverage expires during the term of this contract, the Developer shall deliver renewal certificates and/or policies to the Authority and City of Kalamazoo at least ten (10) days prior to the expiration date.
- e. Governmental Immunity: Notwithstanding any other provisions of this Agreement, nothing in this Agreement constitutes a limitation or waiver of any governmental immunity provided by applicable law. All applicable laws related to governmental immunity shall govern over any conflicting or inconsistent term of this Agreement and any governmental agency shall be entitled to the full benefits and protections of

such laws.

14. **Casualty Events.** If the Affordable Units cease to be available as the result of fire, damage, or other casualty ("Casualty Event"), Developer shall provide prompt written notice of such Casualty Event to the City and the Authority, and Developer shall proceed with one of the following options, which Developer may elect in its sole discretion:
- a. Developer may use the insurance proceeds that are actually made available to it to restore the Affordable Units that have been damaged as a result of the Casualty Event. Developer shall not be required to spend any money to restore the damaged Affordable Units in an amount over and above the insurance proceeds that are actually made available to such entity for the restoration of the Affordable Units damaged as a result of a Casualty Event, and in the event that such insurance proceeds are only sufficient to restore some but not all of the Affordable Units that existed prior to the occurrence of the Casualty Event, then, so long as all such insurance proceeds have been spent on the restoration of such Affordable Units, Developer will be deemed to have restored all of the Affordable Units that were damaged as a result of the Casualty Event for all purposes under this Agreement.
  - b. Developer may elect to pay liquidated damages as set forth in Section 15.a for the remainder of the Affordability Period.

The Affordability Period for the Affordable Units which are the subject of the Casualty Event shall be tolled during the period of time such units do not exist; provided, however, that if Developer elects to pay liquidated damages, the tolling period shall terminate as of the date that such liquidated damages commence being paid.

15. **Default and Remedies.** Any failure to satisfy the obligations in this Agreement shall be a breach of this Agreement. If any breach of this Agreement shall occur and be continuing for 30 days after written notice of default from the City (or such additional time as may be reasonably necessary to cure the default at issue provided that Developer has commenced such cure within the initial thirty (30) days and is proceeding in good faith to cure), the City shall have the following remedies:

- a. **Violation of Agreement With Respect to Affordable Housing Requirement.** If Developer markets or charges rent in a manner that violates the Affordable Housing Requirement, the City may declare an event of default by providing notice to the Developer. Upon Developer's receipt of such notice, Developer shall have sixty (60) calendar days to cure the default by either: (1) marketing or charging rent in a manner that is consistent with this Agreement; or (2) Developer paying damages in the following amount:
  - 1) the excess of actual rent received by Developer over the Rent Limit that would otherwise apply for each unit not in compliance; plus
  - 2) a penalty for each unit not in compliance in the amount of 25% of the applicable Rent Limit for each month or part of a month of

- noncompliance; plus
- 3) the enforcement costs of the City with respect to the Affordable Units that are subject to such damages.

If the City is entitled to pursue its remedies under this Section then Developer shall provide the City an accounting of the actual rent received by Developer as referenced in Section 15.a.1 above. If Developer fails to do so within thirty (30) days after Developer's receipt of a request for such information, then, with respect to the units that Developer has failed to provide such information only, (i) the City may calculate the damages under Section 15.a using the applicable market rental rate that would apply to each Affordable Unit absent the affordability restriction that Developer has reported to the City pursuant to Section 7 above (in lieu of the actual rent received); and (ii) the penalty under Section 14.a.ii. shall increase to 30% of the Rent Limit (in lieu of 25%).

Upon the payment of any such liquidated damages, Developer shall be deemed to be in compliance under this Agreement with respect to each Affordable Unit for the time period to which the liquidated damages that have been paid pertain. If Developer does not pay such liquidated damages within thirty (30) days of being invoiced, the Authority may retain an amount up to and including the amount of liquidated damages invoiced from any and all payments it would otherwise be required to make to Developer pursuant to a separate development agreement.

- b. Failure to Satisfy Reporting Obligations to City: If Developer fails to provide the information to the City required under Section 7 above (after the passage of all applicable notice and cure periods), then the City's sole remedy shall be to extend the Affordability Period for an additional three (3) months for each breach of Section 8.
- c. Payment into Housing Development Fund: Any amounts required to be paid to the City under this Agreement may be utilized by the City for its housing development fund, if such City fund exists, or for any other purpose the City determines. Developer is still obligated to pay the City such amounts under this Agreement regardless of whether or not such City fund exists.
- d. Withholding of Reimbursement: As an additional remedy, if Developer fails to satisfy the obligations in this Agreement, the City and the Authority reserve the right to retain, as liquidated damages calculated under Section 14.a, those tax increment revenues captured by the Authority in accordance with the Plan.
- e. Termination: Additionally, in addition to any other available remedies, any breach of this Agreement by Developer shall permit the City and the Authority to provide a 60 day written Notice of Intent to Terminate of this Agreement to Developer. During the 60 day notice period, either party is entitled to require both parties to participate in facilitative mediation, with a mediator mutually agreed to by the parties, in order to attempt to resolve the dispute. If a resolution cannot be reached, either as part of

a facilitative mediation outcome or otherwise, the City or the Authority may proceed to terminate the Agreement, and either party may proceed to seek all available remedies in court.

16. **No Limitation on Remedy.** Nothing contained in this Agreement shall limit the exercise of any remedy contained in any other agreement or available in law or equity.
17. **Conflict of Interest.** The Developer affirms that there exists no actual or potential conflict of interest between the Developer, the Developer's key personnel or its family, its business, or any financial interest in the performance by the Developer under this Agreement. The Developer affirms that it has a procedure in place to require disclosure and subsequent management of conflicts of interest between the Developer's key personnel, its family's, or businesses' financial interests and its activities under the Agreement. In the event of a change in either its private interests or activities under this Agreement, the Developer will inform the Authority and the City regarding possible conflicts of interest that may arise as a result of such change that would conflict with the Developer's performance of its obligations under this Agreement or otherwise create the appearance of impropriety with respect to this agreement. The Developer agrees that conflicts of interest shall be resolved to the satisfaction of the Authority and the City or the Authority and the City may terminate this agreement. As used in this paragraph, "conflict of interest" shall include, but not be limited to conflicts of interest that are defined under the laws of the state of Michigan.

The Developer further affirms that neither the Developer nor any affiliates or their officers, directors, managers, and members or employees, have accepted or shall accept anything of value based on an understanding that the actions of the Developer or its affiliates or either's employees on behalf of the Authority or the City would be influenced. The Developer shall not attempt to influence any past or present elected and appointed officials, board members, commissioners, agents and employees of either the Authority or the City by the direct or indirect offer of anything of value. The Developer also affirms that neither the Developer nor its affiliates or their officers, directors, managers, and members or their employees has paid or agreed to pay any person, other than bona fide employees and consultants working solely for the Developer or its affiliates any fee, Commission, percentage, brokerage fee, gift or any other consideration contingent upon or resulting from the execution of this agreement

18. **Notices.** All notices, consents, approvals, requests and other communications, herein collectively called "Notices", required or permitted under this Agreement shall be given in writing, signed by an authorized representative of City, Authority, or Developer, as the case may be, and either mailed by certified or registered mail return receipt requested; or sent by recognized overnight delivery service for next day delivery, and addressed as follows:

To the City/Authority:

Antonio Mitchell

Director Community Planning and Economic Development  
[mitchella@kalamazoo-city.org](mailto:mitchella@kalamazoo-city.org)  
245 N Rose Street, Suite 100  
Kalamazoo, MI 49007

Jessica Wood  
Dickinson Wright, PLLC  
[jwood@dickinson-wright.com](mailto:jwood@dickinson-wright.com)  
200 Ottawa Avenue NW, Suite 900  
Grand Rapids, MI 49503

To 619, LLC:  
619, LLC  
Attention: Jeffrey A. Nicholson  
200 W. Michigan Avenue, Suite 201  
Kalamazoo, MI 49007

To 19 Props, LLC:  
19 Props, LLC  
Attention: Jeffrey A. Nicholson  
200 W. Michigan Avenue, Suite 201  
Kalamazoo, MI 49007

Copies of notices to 619, LLC or 19 Props, LLC shall also be given to:

PlazaCorp Realty Advisors, Inc.  
Attention: Director of Property Management  
200 W. Michigan Avenue, Suite 201  
Kalamazoo, MI 49007  
Director of Property Management

McShane & Bowie, PLC  
99 Monroe Avenue NW, Suite 1100  
Grand Rapids, MI 49503  
Aaron M. Smith  
[ams@msblaw.com](mailto:ams@msblaw.com)

All Notices shall be effective upon receipt. Any party to this Agreement may change its address for the receipt of Notices to an address in the United States or designate additional addresses to whom copies of Notices shall be sent at any time by giving Notice thereof to the others as herein provided.

19. **Confirmatory Certificate.** At the request of Developer, the Authority, on behalf of the

City, shall execute and deliver, within ten (10) business days of its receipt of a written request, a certificate addressed as requested stating that: (a) this Agreement is in full force and effect; (b) there is no default under this Agreement, or if there is any default, the extent and nature thereof; (c) this Agreement has not been modified or amended in any way, or if it has been modified or amended, the subject matter and dates of any such modifications or amendments; and (d) such other information relating to the subject matter of this Agreement as Developer may reasonably require. Such certificate may be relied upon by the party to whom it is addressed and its mortgagees, successors, and assigns.

20. **Third Party Management.** The Parties acknowledge that Developer intends to enter into a contract with a third-party property management firm (“Property Manager”) and that the Property Manager may, as part of its contract with Developer, perform certain services described in this Agreement. Developer acknowledges it remains responsible for all obligations, liable for all defaults and subject to all remedies under this Agreement regardless of the performance of any Property Manager.
21. **Authority to Execute this Agreement** The signatories below warrant that they are empowered to enter into this Agreement on behalf of their respective Party.
22. **Miscellaneous Provisions.**
  - a. **Amendment:** This Agreement may be modified or amended in whole or in part only by mutual written agreement and consent of both parties, which consent shall not be unreasonably withheld, conditioned, or delayed.
  - b. **Waiver:** A failure by any party to give notice or insist on the immediate performance of any right that it has under this Agreement shall not constitute a waiver of that right or any other right under this Agreement.
  - c. **Assignment or Transfer:** This Agreement shall not be assigned, transferred, or conveyed without the prior written consent of the other parties, which consent will not be unreasonably withheld, conditioned, or delayed. The authority to review and consent to a Developer requested assignment or transfer is hereby delegated by the City to its Designated Representative as defined herein and delegated by the Authority to its Designated Representative as defined herein. A failure to review and act by a Designated Representative within 14 days of such a request shall be deemed to be a consent to assignment or transfer by that Designated Representative. In cases where consent is provided, all the obligations hereunder shall remain in full force and effect.
  - d. **Remedies Not Exclusive:** The parties agree that all rights and remedies provided in this Agreement shall be deemed cumulative and additional and not in lieu of or exclusive of each other or in any other remedy available at law or in equity.
  - e. **Independent Contractor:** Nothing contained in this Agreement, nor any act of Developer, the Authority, or the City shall be deemed or construed by any of the parties hereto or by any third person to create any relationship of third-party beneficiary,

principal and agent, limited or general partnership, or joint venture, or of any association or relationship other than that of contracting parties. The Authority and City shall be exempt from payment of all unemployment compensation, FICA, retirement, life and/or medical insurance and workers' compensation Insurance, as the Developer is an independent contractor.

- f. Licensing and Permitting: Notwithstanding any other provisions of this Agreement, any required permitting, licensing, or other regulatory approvals by any governmental authority shall be subject to and undertaken in accordance with the established procedures and requirements of such governmental authority, as may be applicable, with respect to similar projects and in no event shall the governmental authority by virtue of any provision of this Agreement be obligated to take any actions concerning regulatory approvals.
- g. Severability: If this Agreement contains any unlawful provisions not an essential part of this Agreement and which shall not appear to have a controlling or material inducement to the making thereof, such provisions shall be deemed of no effect and shall be deemed stricken from this Agreement without affecting the binding force of the remainder. In the event any provision of this Agreement is capable of more than one interpretation, one which would render the provision invalid and one which would render the provision valid, the provision shall be interpreted so as to render it valid.
- h. Governing Law: The laws of the State of Michigan shall govern the validity, performance and enforcement of this Agreement.
- i. Final Agreement: This Agreement, and all the documents and agreements described or referred to herein, including, without limitation, any exhibits hereto, constitute the full and complete agreement between the parties hereto with respect to the subject matter hereof, and supersedes and controls in its entirety over any and all prior agreements, understandings, representations and statements whether written or oral by each of the parties hereto.
- j. Headings: The headings used in connection with the Sections and paragraphs of this Agreement are for convenience only and shall not be deemed to construe or to limit the meaning of the language of this Agreement.
- k. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed to be an original document and together shall constitute one instrument.

**[SIGNATURE PAGE FOLLOWS.]**

The City, the Authority, and the Developer, by and through their duly authorized officers and representatives, have executed this Agreement as follows:

**CITY OF KALAMAZOO**



\_\_\_\_\_  
James Ritsema, City Manager

**CITY OF KALAMAZOO BROWNFIELD  
REDEVELOPMENT AUTHORITY**

\_\_\_\_\_  
Kyle Gulau, Chairperson

**619, LLC**



\_\_\_\_\_  
Jeffrey A. Nicholson, Manager

**19 PROPS, LLC**, by Floor 2 Manager, LLC, its  
Manager



\_\_\_\_\_  
Jeffrey A. Nicholson, Manager

Approved as to form for the City of Kalamazoo  
Office of the Kalamazoo City Attorney  
By: Charles R. Bear  
Dated: 10/17/2025

1011957



# BRA Board of Directors Staff Report

City of Kalamazoo

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**TO:** Brownfield Redevelopment Authority Board of Directors

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

**DATE:** November 20, 2025

**SUBJECT:** Approve the Invoice from the State of Michigan dated September 30, 2025 in the amount of \$85,246.50 for State Education Tax and authorize the City of Kalamazoo to issue payment.

## RECOMMENDATION:

It is recommended the BRA approve the invoice and authorize the City of Kalamazoo to issue payment to the State of Michigan in the amount of \$85,246.50.

## BACKGROUND:

The City of Kalamazoo Brownfield Redevelopment Authority (BRA) is required annually to remit half of the State Education Tax (SET) millage for qualifying Act 381 work plan projects to the Michigan Strategic Fund to support the State Brownfield Revolving Fund. This requirement was authorized by legislative changes on December 28, 2012, which permit the State of Michigan to collect three of the six mills of the SET on new Act 381 work plan projects.

The attached invoice from the State of Michigan, dated September 30, 2025, totals 85,246.50 and includes amounts for the following projects: 303 N Rose, 180 E Water Street, 600 E Michigan, 215 E Michigan, 400 Rose Apartments Phase 1 and Phase 2, 4200 Davis Creek Ct, Gilmore Building, 216/220 W Michigan, 2700 W Michigan, Walbridge Common, 315 Frank Street, PNC Building, GTW Depot, and 615 W Kalamazoo. The amounts are based on project data submitted by the City via the MEDC Portal and reflect the 2024 calendar year reporting.

Under the BRA purchasing policy, invoices exceeding 50,000 require Board approval if not included in a previously approved budget, agreement, or authorizing resolution. This invoice meets that threshold, and Board authorization is required to issue payment.

## FISCAL IMPACT:

\$85,246.50 to be remitted to the State of Michigan from the Brownfield Authority from Account Code 243-735-00.000-967.005. No additional fiscal impact is anticipated.

September 30, 2025

Logan Mulholland  
City of Kalamazoo BRA  
245 W. Michigan Ave., Ste. 100  
Kalamazoo, MI 49007

Invoice: INV-0000542

Dear Logan Mulholland,

Legislative changes occurred on December 28, 2012, permitting the State of Michigan to collect 3 out of the 6 mill State Education Tax annually on new Act 381 Work Plan projects to provide future funding for Brownfield Grants and Loans. The City of Kalamazoo BRA had Work Plan projects approved by the Michigan Strategic Fund (MSF) and/or the Department of Environment, Great Lakes, and Energy Quality (EGLE) after January 1, 2013.

**Project Information is listed below:**

Project Name	Site Number	Annual Report Metric Number	Reported Calendar Year	Amount Due
303 N Rose (Kzoo Hotel Partners)	SITE-00001875	M-0000154453	2024	\$21,127.00
180 E Water Street	SITE-00001876	M-0000154447	2024	\$17,698.50
600 E Michigan (River's Edge Partner's, LLC)	SITE-00001597	M-0000154467	2024	\$6,974.00
215 E Michigan	SITE-00001915	M-0000154444	2024	\$2,094.50

400 Rose Apartments (Phase 1)	SITE- 00001825	M- 0000154461	2024	\$7,594.50
4200 Davis Creek Ct (Schupan)	SITE- 00001873	M- 0000154455	2024	\$2,865.00
Gilmore Building	SITE- 00001824	M- 0000154458	2024	\$1,772.50
216/220 W Michigan	SITE- 00001637	M- 0000154465	2024	\$860.00
2700 W Michigan	SITE- 00001422	M- 0000154478	2024	\$7,531.50
Walbridge Common	SITE- 00001519	M- 0000154476	2024	\$3,841.50
315 Frank Street	SITE- 00001911	M- 0000154480	2024	\$2,053.00
PNC Building	SITE- 00001636	M- 0000154477	2024	\$3,131.50
GTW Depot, LLC	SITE- 00001521	M- 0000154479	2024	\$1,464.00

615 W Kalamazoo	SITE-00001918	M-0000154493	2024	\$1,831.00
400 Rose Phase 2	SITE-00001910	M-0000154492	2024	\$4,408.00
<b>Subtotal Amount Due</b>				\$85,246.50

**Previously Unreported Years (if applicable):**

Project Name	Site Number	Annual Report Metric Number	Previous Year(s) Being Reported	Amount Due
<b>Previously Unreported Subtotal Due</b>				\$0.00

<b>Total Amount Due</b>		\$85,246.50
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Please remit payment of above total amount by **11-29-2025**.

The Amount Due is calculated directly from information entered in the Portal, and submitted by your jurisdiction. If you feel the Amount Due is not accurate, please contact MEDC Brownfield Staff at [brownfield@michigan.org](mailto:brownfield@michigan.org) or (517) 896-9964, to adjust your reporting.

**\*\*See last page for payment information\*\***

**Pay by Electronic Funds Transfer:**

1. Send payment to:
  - a. Routing #072000326
  - b. Account #878375851
  - c. If a description field is available, please enter "Brownfield Redevelopment Fund"

**Pay by Check:**

1. Make checks payable to: "State of Michigan"
2. Please be sure to write "Brownfield Redevelopment Fund" on the memo line
3. Mail the remittance check to:

**MEDC Finance Department**  
Michigan Economic Development Corporation  
300 N. Washington Square  
Lansing, MI 48913



# 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, Staff Liaison

**DATE:** November 20, 2025

**SUBJECT:** Approval of an Amended FY2026 Budget for Fund 243 - Brownfield Operational Fund to Include a Line Item for Administrative Fees

## RECOMMENDATION:

It is recommended the BRA approve the Amended FY 2026 Budget for Fund 243 - Brownfield Operational Fund to include line item for 243-735-00.000-830.001, Administrative Fees in the amount of \$35,663 for a total expenditure amount of \$3,473,017.

## BACKGROUND:

Staff reviewed the adopted FY2026 budget for Fund 243 Brownfield Operational Fund and identified that the administrative fee amount of \$35,663 was not included in the budget that was taken to the Brownfield Redevelopment Authority Board in September. The administrative fees for Fund 243 are part of a separate proposal prepared by Management Services through the citywide cost allocation plan. These fees are not managed at the department level.

As a result, the budget previously presented to the Board reflected only the portion of the proposal entered by the Community Planning and Economic Development Department. The full budget for FY2026, inclusive of the administrative fees shown in red under account code 2443-735-00.000-830.001, totals \$3,473,017.

To ensure the adopted budget reflects the complete operational costs for FY2026, the administrative fee line item has been added to Fund 243 and must be approved by the BRA board. The amended budget will be added to the City of Kalamazoo Budget Book for 2026 and presented to the City Commission for approval.

## FISCAL IMPACT:

Any overage in 2026 expenditures will be covered by fund balance. The fund balance provided by Management Services at the time of reporting was \$1,153,876.



**Fund 243: Brownfield Redevelopment Authority Fund**

**REVENUES**

Account String	Account Name	2023 Actuals	2024 Actuals	2025 YTD	2025 Amended Budget	2026 Proposed Budget	Description
243-735-00.000-405.000	LOCAL TAX CAPTURE					3,003,260	
243-735-00.000-405.000	LOCAL TAX CAPTURE						\$2,619,790 State & Local Capture - Developers
243-735-00.000-405.000	LOCAL TAX CAPTURE						\$122,452 Building Auth/Ramp 3
243-735-00.000-405.000	LOCAL TAX CAPTURE						\$261,018 BRA Admin Fee
243-735-00.000-665.002	INTEREST - LOANS	1,976	0	1,003	2,000		505 Rivers Edge - MDEQ/EGLE Loan Payment - Interest
243-735-00.000-665.001	INTEREST ON INVESTMENTS	96,388	95,908	54,761	25,000	25,000	
							Estimate based on past applications and increased 2026 fee
243-735-00.000-607.001	APPLICATION FEE	0	20,000	14,000	50,000	30,000	schedule
243-735-00.000-680.001	LOAN PRINCIPAL PAYMENT	32,200	0	33,173	32,800	33,670	Rivers Edge - MDEQ/EGLE Loan Payment - Principal
243-735-00.000-642.002	SALE OF PROPERTIES HELD FOR RESALE	0	257,140	0	368,000	350,000	Based on existing agreements, scheduled to close
<b>TOTAL REVENUES</b>						<b>\$ 3,442,435.00</b>	

**EXPENDITURES**

Account String	Account Name	2023 Actuals	2024 Actuals	2025 YTD	2025 Amended Budget	2026 Proposed Budget	Description
243-735-00.000-702.001	BASE PAY - FULL TIME	56,553	55,799	39,899	106,458	107,406	Match Workforce Plan (WFP - current employees)
243-735-00.000-710.001	EMPLOYER SOCIAL SECURITY	6,542	7,444	4,725	8,144	8,217	
243-735-00.000-711.001	HEALTH BENEFIT ALLOCATION	8,613	7,886	5,335	23,618	24,800	
243-735-00.000-711.010	DENTAL INSURANCE ALLOCATION	59	0	0	1,741	1,742	
243-735-00.000-711.011	GROUP LIFE INSURANCE ALLOCATION	394	377	261	441	441	
243-735-00.000-711.012	OTHER FRINGE BENEFIT ALLOCATION	1,419	1,614	1,248	2,182	2,202	
243-735-00.000-711.020	WORKERS COMPENSATION ALLOCATION	833	1,213	804	660	602	
243-735-00.000-711.050	DEFERRED COMPENSATION	1,242	1,427	893	1,597	1,612	
243-735-00.000-711.051	DEFINED RETIREE HEALTH CONTRIBUTION	1,849	1,693	1,145	5,070	5,070	
243-735-00.000-727.001	OFFICE SUPPLIES AND FORMS	88	275	40	0	2,500	Office expenses related to move to Crosstown bldg
243-735-00.000-727.002	MEETING SUPPLIES	0	0	0	0	2,000	Retreat expenses
243-735-00.000-729.000	OPERATING SUPPLIES	512	286	66	2,500	500	Based on past expenses (revised down)
243-735-00.000-801.000	PROFESSIONAL AND CONTRACTUAL SERVICES	41,797	118,172	12,192	256,400	291,000	Current contracts + EGLE Grant (Rivers Edge reimbursement)
243-735-00.000-802.001	LEGAL SERVICES	51,772	45,297	31,560	120,000	132,000	Existing contract with Dickinson-Wright plus 10% increase
243-735-00.000-802.011	LEGAL NOTICES	0	1,222	376	1,500	1,500	PO with Mlive legal ad services (public hearing notices)
243-735-00.000-810.003	MEMBERSHIPS AND SUBSCRIPTIONS	114	260	0	3,000	3,000	Professional memberships, new licenses
243-735-00.000-811.000	PROFESSIONAL DEVELOPMENT	0	0	0	0	10,000	Staff and/or board training
243-735-00.000-815.000	SOFTWARE AND APPLICATIONS	765	0	0	0	7,500	Salesforce maintenance
243-735-00.000-880.000	PROMOTION AND ADVERTISING	5,714	-24	0	12,500	10,000	Promotions, engagement at select events 2026
243-735-00.000-930.001	GROUNDS MAINTENANCE	41,494	52,370	23,449	35,600	40,000	Snow removal and mow contracts
243-735-00.000-941.001	RENTAL/LEASE VEHICULAR EQUIPMENT	0	0	2,113	0	3,000	EDC/BRA shared vehicle
243-735-00.000-960.369	CONTRIBUTION TO BUILDING AUTH DEBT SVC	94,946	97,444	59,618	119,300	121,207	Ramp #3 payment to Building Authority
243-735-00.000-967.005	TIF REIMBURSEMENTS - DEVELOPERS	2,424,724	2,429,183	2,345,632	2,650,000	2,600,000	Estimate based on 2025 TIR
243-735-00.000-991.003	PRINCIPAL PAYMENTS-NOTES PAYABLE	345,398	14,563	14,781	14,781	15,003	600 E Michigan EGLE loan - Based on amortization schedule
243-735-00.000-993.003	INTEREST EXPENSE - NOTES PAYABLE	2,292	1,842	1,624	1,624	1,402	600 E Michigan EGLE loan - Based on amortization schedule
243-735-01.000-920.001	ELECTRICITY	884	1,007	663	2,000	2,000	Lighting - ROW, Consumer Energy Acct
243-735-01.152-920.001	ELECTRICITY	4,143	2,709	124	0	1,400	Lighting - ROW, Consumer Energy Acct - 667 East Michigan
243-735-07.000-801.000	PROFESSIONAL AND CONTRACTUAL SERVICES	80,971	18,574	7,772	63,253	41,250	Shared contractual services, owners rep (NTH Consultants)
<b>243-735-00.000-830.001</b>	<b>ADMINISTRATIVE FEE</b>	<b>28,002</b>	<b>15,096</b>	<b>39,297</b>	<b>39,388</b>	<b>35,663</b>	Per Management Services, Cost Allocation Plan
<b>TOTAL EXPENDITURES</b>						<b>3,473,017</b>	

Revenues	\$	3,442,435
Expenses	\$	3,473,017
Revenues less expenses	\$	(30,582)

**Projected Fund Balance**

2024 Year end Fund Balance	\$	978,287
Plus Revenue expected 2025	\$	5,250,707
Less expenses expected 2025	\$	5,075,118
Available Fund Balance	\$	1,153,876