

Agenda

Brownfield Redevelopment Authority

Board of Directors



City of Kalamazoo

Thursday, April 16, 2026

7:45 AM

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

A. CALL TO ORDER/ROLL CALL

B. ADOPTION OF FORMAL AGENDA

C. APPROVAL OF MINUTES

1. Approval of the meeting minutes from March 19, 2026

D. PUBLIC COMMENTS

E. DIRECTOR COMMENTS

F. NEW BUSINESS

1. Approve a Grant Agreement for Kalamazoo Recovery Housing in the amount of \$978,500 in substantially the form presented, authorizing the Board Chair to execute in a final form approved in consultation with legal counsel.

(ACTION: Motion to approve a Grant Agreement for Kalamazoo Recovery Housing in the amount of \$978,500 in substantially the form presented, authorizing the Board Chair to execute in a final form approved in consultation with legal counsel.)

2. HTIF Policy Committee Update

(No Action)

G. UNFINISHED BUSINESS

H. COMMUNICATIONS AND ANNOUNCEMENTS

I. STAFF REPORTS AND UPDATES

J. ADJOURNMENT

**CITY OF KALAMAZOO
BROWNFIELD REDEVELOPMENT AUTHORITY BOARD MEETING
Thursday, March 19, 2026
Community Planning and Economic Development
245 N. Rose Street, Kalamazoo, MI 49007**

MEMBERS PRESENT: Sharon Ferraro; Rachel Bair; T.J. Ward; Lucas Middleton; Drew Duncan; Andrew Schipper; Michael Gurnee; Scott Petersen; Eddie Warr

MEMBERS ABSENT: Kyle Gulau; Jason Novotny

CITY COMMISSIONERS/CITY STAFF PRESENT: Jamie McCarthy (Development Manager); Beth Cheeseman (Executive Administrative Assistant); Bobby Boyd (Economic Development Supervisor); *Jessica Wood (Attorney, Dickinson-Wright); Logan Mulholland, Fishbeck
*Jessica Wood attended the meeting virtually.

Meeting was called to order at 8:01 AM by Director Bair.

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

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

APPROVAL OF MINUTES: Director Warr moved the approval of the minutes from February 19, 2026; seconded by Director Duncan. Motion approved by voice vote unanimously.

PUBLIC COMMENTS

Ms. Mattie Jordan-Woods pointed out that there weren't agendas printed for the meeting. She stated that she never received a written response to the questions she had submitted. Ms. Jordan-Woods said she would like those answers and a written statement on how the BRA Board gets their price for properties. She also wanted to know what the process would be for her to request a letter of support for her project when she goes to apply for State Brownfield Assistance. Ms. Jordan-Woods asked for clarity on approvals that were given at the previous month's meeting.

DIRECTOR'S COMMENTS

Director Duncan asked Ms. Jordan-Woods if she wanted information on how the Assessor assesses property or how the BRA Board uses that information. Ms. Jordan-Woods said she wanted to understand how the BRA Board moves forward with property sales before she makes any comments publicly.

Director Schipper announced he would abstain from items #1 and #3.

Directors Duncan and Ward announced they would both abstain from item #1.

Through discussion with Attorney Wood, they determined that the three abstentions from Item #1 would not affect quorum for that item.

PUBLIC HEARING

1. Public hearing for an Act 381 Brownfield Plan for B on Burdick located at 802 S Burdick Street, Kalamazoo, Michigan.

- Opening of the Public Hearing

Director Bair opened the Public Hearing.

- Project Presentation

Ms. Michelle Audette-Bauman, representative for Bogan Developments, showed pictures of the proposed project. She explained Bronson Hospital and other community partners' vision for a Healthy Living campus and how the B on Burdick project was one of the next steps of that vision. Ms. Audette-Bauman said the building will be located on Burdick and Vine. It will be a five-story, mixed-use, mixed-income building with 85 residential units. The ground floor of the building will have three distinct commercial units. They are planning for a grocery bodega, an Early Childhood Center, and a fitness studio gym. They will also have a community third-space area and meeting rooms. This will be a public/private space to encourage connections to the Vine neighborhood. The project has had financial challenges and interesting site conditions. She said they intentionally included some below market rents. However, even though Kalamazoo rents are lower, the costs are the same resulting in a financial gap in some of these projects. Ms. Audette-Bauman stated that revenue from Brownfield TIF allows them to leverage additional bank financing in the front end to help them fill in the gap for this project.

Ms. Jamie McCarthy stated that there will be 17 work force/affordable units (4 for 60% AMI). There will be some permanent and temporary jobs created. The City is looking to support the project by applying various incentives: a tax abatement, a possible loan, and 25 years of developer reimbursement projected in the Brownfield plan. Total Brownfield TIF over 25 years to the developer is projected to be about \$5 million. If that is broken down into qualified expenses, it is about \$1.8 million to cover the gap financing, and about \$3.2 million in traditional Brownfield costs. She explained some of the expenses involved. Ms. McCarthy talked about the increased value of the property after development and how it would fill a need in the Kalamazoo County housing plan. She compared the values/taxes of the property with and without the development.

Director Bair asked if there was any similar table showing increased costs of City services for adding these units – plumbing, utilities, and/or public safety over the years. Ms. McCarthy said that the project covers the cost of any needed infrastructure. However, there would be an increase in Public Safety services. She referenced a presentation created by Flywheel about the benefits of in-fill housing. Ms. McCarthy will see if the presentation can be forwarded to Board members.

Director Petersen expressed concern about rents being at the top of the range. He questioned if the housing would be filled in a timely manner or if it would harm the developer. Ms. Audette-Bauman agreed that there was a risk of doing development. She said a market study conducted indicated the vacancy rates for downtown properties are low. They have assumed a 5% vacancy in their financials. That is for vacancies and because of some rents being lower. The commercial units have assigned LOIs. Ms. Audette-Bauman said they are building in a nine-month absorption period. She stated that they are trying to put safeguards in place. Director Petersen asked if she felt the pricing was where it needed to be. Ms. Audette-Bauman said their highest rents are lower than higher rents downtown. She said they feel as good as they can about the prices. Director Petersen asked if they would encourage hospital employees to live in their units. Ms. Audette-Bauman explained a MSHDA incentive that included Bronson Hospital. She said they will be marketing to Bronson's employees, and they have set aside 20 units prioritized for them.

Director Ferraro asked if they have plans to salvage anything from the houses. Ms. Audette-Bauman said they

would be open to working with local salvage folks. They may use some things in the Community Room. She assured Director Ferraro that they hadn't forgotten about it. Dr. Ferraro offered to go with them through the houses.

- Public Comment Period

None.

- Board of Directors' Comments

Director Duncan said he is on the Board for one of the grocery places they approached. He wondered if they had a plan B or C. Ms. Audette-Bauman said they have a plan B and plan C, but they are hoping that plan A will work out.

- Closing of the Public Hearing

Director Bair closed the public hearing.

NEW BUSINESS

1. Adoption of a Resolution Approving the Implementation of the Act 381 Brownfield Plan for the B on Burdick Project and Recommending the City Commission Adopt the Plan.

Director Ferraro moved to adopt a Resolution Approving the Implementation of the Act 381 Brownfield Plan for the B on Burdick Project and Recommending the City Commission Adopt the Plan; seconded by Director Middleton.

A roll call vote was taken. Directors Duncan, Schipper, and Ward abstained. All other Directors present voted yes, and the motion passed.

2. Approval of a Reimbursement Request for 266 E Michigan Avenue for \$274,492.85, and authorization for staff to issue annual payments per the Development and Reimbursement Agreement.

Ms. Logan Mulholland, Fishbeck, confirmed that everything submitted was eligible activities, documented well, and in compliance. Ms. McCarthy commented that the original cap in the Brownfield Plan was higher than total eligible activities. Ms. Mulholland agreed that the current request is well within limits, and she is not aware of any additional requests.

Director Gurnee moved approval of a Reimbursement Request for 266 E Michigan Avenue for \$274,492.85, and authorization for staff to issue annual payments per the Development and Reimbursement Agreement; seconded by Director Schipper.

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

3. Approval of a Grant Agreement between the Brownfield Redevelopment Authority and EGLE for the Kalamazoo Recovering Housing Brownfield Redevelopment Grant in the amount of \$1,000,000, contingent upon award by EGLE, and authorization for the Chair to execute the agreement.

Ms. McCarthy reported that they submitted the grant application right after the previous BRA meeting. EGLE gave input to submit that in the amount of \$1 million. The application went to the State. Ms. McCarthy said that the draft was in the packet, and it is a standard boiler plate agreement. She said they need approval from the State saying they are accepting this, then it will go to City Commission. When it comes back, they will have an agreement between Kalrecovery and the Board. They will have the ability to change and craft that agreement. Ms. McCarthy thought they could hear back from the State within the next week.

Ms. Mattie Jordan-Woods asked if this was the same request from the previous meeting that did not list a definite sales price for the property. Director Bair explained that this is a different item related to the same project, but it does not relate to the sale of the property. It is a grant from EGLE. Ms. McCarthy clarified that there is a sales price for the property, but she didn't have the agreement in front of her at the previous meeting to verify the exact number. Director Middleton thought the question was if the Board utilized the same policy for selling that property. Ms. McCarthy agreed that it was the same policy.

Director Gurnee clarified that the standard boiler plate language is what they (the BRA Board) cannot control. He said he didn't see anything different from what they talked about previously.

Director Duncan moved approval of a Grant Agreement between the Brownfield Redevelopment Authority and EGLE for the Kalamazoo Recovering Housing Brownfield Redevelopment Grant in the amount of \$1,000,000, contingent upon award by EGLE, and authorization for the Chair to execute the agreement; seconded by Director Warr.

A roll call vote was taken. Director Schipper abstained. All other Directors present voted yes, and the motion passed.

UNFINISHED BUSINESS

None.

COMMUNICATIONS AND ANNOUNCEMENTS

None.

STAFF REPORTS AND UPDATES

Ms. McCarthy said she would respond to Ms. Jordan-Woods questions and will include how the Assessor's value for property is used by the BRA Board and how that ties into the policy. She assured Ms. Jordan-Woods that the price for the property she asked about was provided at a public board previously.

1. Presentation of the Interim Year-End Budget Reports for Fund 242 and 243.

Ms. McCarthy reviewed two year-end budget reports. She explained how Management Services has been handling developer infrastructure loans. Ms. McCarthy mentioned that she wanted the CFO to come to the Board to review this item/budget.

Director Schipper asked about local tax capture. Ms. McCarthy said that year to date revenues reflect summer taxes that are captured and deposited at end of summer. Those get paid in August. Winter taxes bills go out right after the first of 2026, but don't get paid until February. Those would not be on the report - they would be accrued back to this year. Ms. McCarthy said she hadn't heard of any major appeals.

ADJOURNMENT: The meeting was adjourned at 8:58 A.M. by Director Bair.

Beth Cheeseman _____
Recording Clerk

Chair Signature _____

Printed Name/Chair _____



BRA Board of Directors Staff Report

City of Kalamazoo

TO: Brownfield Redevelopment Authority Board of Directors

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

DATE: April 16, 2026

SUBJECT: Approve a Grant Agreement for Kalamazoo Recovery Housing in the amount of \$978,500 in substantially the form presented, authorizing the Board Chair to execute in a final form approved in consultation with legal counsel.

(ACTION: Motion to approve a Grant Agreement for Kalamazoo Recovery Housing in the amount of \$978,500 in substantially the form presented, authorizing the Board Chair to execute in a final form approved in consultation with legal counsel.)

RECOMMENDATION:

It is recommended the Brownfield Redevelopment Authority board approve a Grant Agreement for Kalamazoo Recovery Housing in the amount of \$978,500.

BACKGROUND:

The Kalamazoo Brownfield Redevelopment Authority (BRA) has been awarded a \$1,000,000 grant from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) to support environmental remediation activities at 1900 Belford Street. The award letter dated March 27, 2026 is attached to this report. The project will redevelop approximately 6 acres of a former paper mill site into a 48-unit supportive housing development serving individuals and families in recovery from substance use disorder.

The site is impacted by legacy contamination associated with historic industrial uses, including a former coal-fired power plant. Environmental conditions include soil and groundwater contamination from metals, petroleum, and chlorinated volatile organic compounds. While prior remediation has occurred, additional due care activities are required to support residential use, resulting in costs that would not be incurred on a clean site.

EGLE grant funds will be used for eligible activities including environmental assessment, management of contaminated soils during construction, and installation of engineered barriers to mitigate exposure pathways and ensure long-term site safety. The grant is administered on a

reimbursement basis over an anticipated 24-month period.

As a condition of the grant, the BRA is required to enter into a subrecipient agreement with Kalamazoo Recovery Housing to pass through grant funds and establish the terms for reimbursement, performance requirements, and compliance with EGLE grant conditions. The proposed agreement in the amount of \$978,500 reflects the portion of grant funds allocated to the subrecipient for eligible project costs. The remaining \$21,500 is designated for BRA grant administration costs.

The project represents a total investment of approximately \$19,000,000 and includes multiple sources of public and private financing. Support from EGLE, the City, and the BRA is critical to addressing environmental challenges and enabling redevelopment of the site into much-needed supportive housing.

FISCAL IMPACT:

The Grant Agreement authorizes the pass-through of \$978,500 in EGLE grant funds to Kalamazoo Recovery Housing for eligible environmental activities. All grant funds are provided on a reimbursement basis and are contingent upon EGLE approval of eligible costs.

There is no direct impact to the BRA’s fund balance. Administrative costs incurred by the BRA and City are eligible for reimbursement under the grant.

The BRA assumes standard administrative and compliance responsibilities associated with grant management. Any costs deemed ineligible by EGLE would not be reimbursed and are the responsibility of the subrecipient, as outlined in the agreement.

Management Services will process a budget amendment to Fund 243 to recognize the grant revenue and corresponding expenditures, consistent with standard City and board practices for grant administration.



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
REMEDIATION AND REDEVELOPMENT DIVISION



PHILLIP D. ROOS
DIRECTOR

March 27, 2026

VIA EMAIL

Kyle Gulau, Chair
City of Kalamazoo Brownfield Redevelopment Authority
214 W. South Street
Kalamazoo, Michigan 49007

Dear Kyle Gulau:

I am pleased to inform you that the Department of Environment, Great Lakes, and Energy (EGLE) has completed its review of your March 2026 application for funding under the Brownfield Redevelopment Program. Your application for the Kalamazoo Recovery Housing Project was awarded \$1,000,000 in Brownfield Redevelopment Grant funds. The funding was approved by Chief Deputy Director Aaron B. Keatley on March 26, 2026. This award has also been approved by the State Administrative Board.

Your Brownfield Coordinator, Douglas Koop, will assist in forwarding a grant agreement for your signature. The agreement describes the terms and conditions for the expenditure of funds. Doug will work with you to initiate the project once the agreement is signed by you and the EGLE.

If you have questions regarding your award, please contact Ryan Londrigan, Supervisor, Brownfield Redevelopment Unit, Remediation and Redevelopment Division, at 989-891-6072; LondriganR@Michigan.gov; or EGLE, P.O. Box 30426, Lansing, Michigan 48909-7926.

Sincerely,

Mike Neller, Director
Remediation and Redevelopment Division
517-512-5859

Kyle Gulau, Chair

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March 27, 2026

cc: Senator Sean McCann
Representative Julie Rogers
Phillip D. Roos, Director, EGLE
Aaron B. Keatley, Chief Deputy Director, EGLE
Travis Boeskool, Senior Deputy Director, EGLE
Dylan Gebhard, Legislative Liaison, EGLE
Dale George, Communications Director, EGLE
Carrie Geyer, EGLE
Ryan Londrigan, EGLE
Douglas Koop, EGLE
File #2026-2586

KALAMAZOO RECOVERY HOUSING GRANT AGREEMENT

This **KALAMAZOO RECOVERY HOUSING GRANT AGREEMENT** (“Agreement”) is entered into 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 _____, LLC, a Michigan limited partnership whose address is _____, CITY, MI ZIP (“Developer”) (collectively, the “Parties”).

RECITALS

- A. The Authority agreed to assist and support Developer in seeking state incentives. To that end, Developer and Authority have collaborated to apply for a Brownfield Grant (“Project Proposal”) from the Michigan Brownfield Redevelopment Program established under the auspices of the State of Michigan Department of Environment, Great Lakes & Energy (“EGLE”). The Project Proposal is attached as Exhibit A. The Project Proposal includes a proposed budget (“Budget Table”), which is attached as Exhibit B.
- B. The Authority anticipates the award of a grant from EGLE (the “EGLE Grant”) in the amount of \$1,000,000, inclusive of Authority administration cost of \$21,500, to facilitate assessment, due care, and response activities, and to address other environmental conditions associated with the redevelopment of a property located at 1900 Belford Street, Kalamazoo, MI 49001 (the “Property”).
- C. The Authority anticipates execution of an EGLE Brownfield Grant Agreement (the “EGLE Grant Agreement”) between EGLE and the Authority, which will outline the terms and conditions of the EGLE Grant and which, upon execution, is incorporated herein by reference.
- D. The Authority will, in turn, award up to \$978,500 of the EGLE Grant proceeds (the “Grant Proceeds”) to Developer for reimbursement of eligible costs to further the redevelopment of the Property, based on actual expenses incurred and approved for reimbursement by EGLE. The project site is currently a vacant parcel and former industrial site, which will be redeveloped into a residential facility to support individuals in recovery and their households, as further detailed in the Project Proposal and Budget Table (the “Project”). The administration cost is payable to the Authority, which will act as Grant Administrator, as permitted by the EGLE Grant Agreement.
- E. The Parties desire to document their agreement regarding disbursements of the Grant Proceeds to fund the Project.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Recitals. The above recitals are acknowledged as true and correct and are incorporated by reference into this paragraph.

2. Compliance with EGLE Grant. Developer represents and warrants to the Authority that Developer is eligible to receive the Grant Proceeds under the terms of the EGLE Grant Agreement. Developer shall use the Grant Proceeds solely for the purposes specified in the EGLE Grant Agreement and EGLE-Approved Work Plan in connection with the development of the Project. Developer agrees to comply with all terms and conditions of the EGLE Grant Agreement. Developer shall provide to the Authority on a timely basis such information regarding the Project and the use of the Grant Proceeds as the Authority may request from time to time in order for the Authority to comply with the EGLE Grant Agreement's deliverables and reporting requirements.
3. Disbursement of Grant Funds. The Authority shall disburse the Grant Proceeds to Developer for reimbursement of eligible Project costs within 45 days of EGLE's approval of a reimbursement request. Developer shall in no event use any portion of the Grant Proceeds to pay costs not eligible for reimbursement under the EGLE Grant Agreement.
4. Deliverables and Reporting Requirements.
 - a. Developer must complete and submit quarterly progress reports according to a form and format prescribed by EGLE and must include a narrative of the progress of the Project, including details regarding activities completed, documentation of milestones (including invoices and proof of payment), and photographs of on-site activities at the end of each quarter by the following dates: 10/1, 1/15, 4/15, 7/15.
 - b. Developer shall provide a final project report in a format prescribed by EGLE. Developer shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding requirements, as soon as reasonably practicable, but in no case later than 60 days prior to the expiration of the EGLE Grant Agreement.
 - c. If fifteen percent (15%) or more of the Grant Proceeds are expended in a single quarter, payment requests may be submitted more than once during that quarter.
 - d. Following Section XIX, Closeout, and Appendix A of the EGLE Grant Agreement, the Authority may withhold to Developer an amount equal to 10% of the grant award until the project is completed. This amount will be released to Developer upon final approval by EGLE of the final status report and close-out report.
5. Developer Representations.
 - a. Developer agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this Agreement.
 - b. By acceptance of this Agreement, Developer commits to complete the Project consistent within the time period allowed and in accordance with the terms and conditions set forth in the EGLE Grant Agreement.

- c. All local, state, and federal permits, if required, are the responsibility of Developer.
 - d. Developer shall be solely responsible to pay all applicable taxes and fees, if any, that arise from Developer's receipt of the Grant Proceeds.
 - e. Developer is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports and other services submitted to EGLE under this Agreement. Developer shall, without additional compensation, correct or revise any errors, omissions or other deficiencies in drawings, designs, specifications, reports or other services.
 - f. EGLE's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve Developer of responsibility for the technical adequacy of the work. EGLE's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or the EGLE Grant Agreement or of any cause of action arising out of the performance of this Agreement or the EGLE Grant Agreement.
 - g. Developer agrees to use the Grant Proceeds only for eligible expenses related to the scope of the work described in the EGLE Grant Agreement.
 - h. Developer acknowledges that it is a crime to knowingly and willingly file false information with EGLE for the purpose of obtaining this Agreement, the EGLE Grant Agreement, or any Grant Proceeds under this Agreement, and that any such filing may subject Developer, its agents, and/or employees to criminal and civil prosecution and/or termination of the EGLE Grant.
 - i. Developer shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*
6. Notices. Any notice or other communication under this Agreement is only effective if in writing, signed by an authorized representative of the party sending the notice, and delivered to the other party in person or either by certified mail, with return receipt requested, or first-class mail, in both cases with postage fully paid and mailed to:

FOR DEVELOPER:

_____, LLC

Address

City, MI Zip

FOR AUTHORITY:

City of Kalamazoo Brownfield Redevelopment Authority
c/o Jamie McCarthy

Its: Attorney-in-Fact
245 N. Rose Street, Suite 100
Kalamazoo, MI 49007

w/copies to the Authority's Attorney

Jessica Wood
Dickinson Wright PLLC
200 Ottawa Ave. NW
Suite 1000
Grand Rapids, MI 49503

7. Assignment. Developer may not assign any of its rights under this Agreement without the express written consent of the Authority.
8. Repayment of Grant Proceeds. If Developer shall default in the performance of any of its obligations under this Agreement, and fails to cure such default with thirty (30) days following written notice thereof from the Authority, then it shall be deemed an "Event of Default" by Developer under this Agreement. If an Event of Default by Developer results in a repayment obligation under the EGLE Grant Agreement whereby the Authority is required to repay all of any portion of the Grand Proceeds to EGLE, then Developer shall be responsible to reimburse the Authority for any such amounts required to be repaid to EGLE under the EGLE Grant Agreement; provided, however, that before making any repayment to EGLE under the EGLE Grant Agreement, the City shall first provide written notice to Developer of such repayment obligation and afford Developer all reasonable opportunities to address and cure the alleged failure or default giving rise to such repayment obligation prior to making any such repayment, including without limitation, the opportunity to seek to resolve such alleged failure or default directly with EGLE. Developer's repayment obligations shall include any and all costs and reasonable attorney fees that the Authority may incur to enforce such obligation of Developer pursuant to this Agreement.
9. Governing Law. This Agreement is governed under applicable Michigan law. Both parties had the assistance of or the opportunity to consult with legal counsel in the negotiation and preparation of this Agreement. Therefore, no construction or ambiguity of this Agreement is resolved against either party.
10. Suspension Clause. Upon an Event of Default by Developer under this Agreement, in addition to the remedy set forth in Paragraph 8, the Authority shall be permitted to withhold future disbursements of Grant Proceeds until such Event of Default is cured by Developer to the Authority's reasonable satisfaction.
11. Amendments. This Agreement may only be amended by the mutual agreement of the Parties, evidenced in writing.

12. Indemnity and Insurance. Developer shall maintain its current level of liability insurance, with the Authority as an additional named insured. Developer must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement. Developer shall submit verification of insurance satisfactory to Authority prior to its first request for reimbursement. Developer shall indemnify and hold the Authority harmless for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by Developer under this Agreement if the liability is caused by Developer, or any employee or agent of Developer acting within the scope of their employment or agency. Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Authority, its agents, or its employees as provided by law.
13. Access Agreement. Developer agrees to execute a separate access agreement for the Property.
14. Non-Discrimination. Developer shall comply with the Elliot Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national original, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Developer agrees to include in every subcontract entered into by Developer after the date hereof for the performance of Developer's remediation activities under this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.
15. State Cancellation. The Parties acknowledge that the EGLE Grant Agreement may be cancelled by EGLE within 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Authority, or upon mutual agreement by EGLE and the Authority. EGLE may honor requests for just and equitable compensation for all satisfactory and eligible work completed under the EGLE Grant Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the State. The Parties agree that the Authority will be held harmless if EGLE cancels the EGLE Grant Agreement; provided, however, that the Authority shall provide prompt notice to the Developer of any such proposed termination and shall not voluntarily cancel the EGLE Grant Agreement until the Grant Proceeds have been fully disbursed to Developer.
16. Miscellaneous. The City and Developer each represents and warrants to the other that the person signing this Agreement on its respective behalf has the full consent and authority of its governing body. This Agreement shall bind and benefit the Authority, Developer, and their respective successors, assigns, heirs and personal representatives. This Agreement, including the grant application, contains all the representations and statements by the Authority and Developer to one another and expresses the entire understanding

between the Parties. All prior or contemporaneous communications concerning the EGLE Grant are merged in and replaced by this Agreement. This Agreement may be signed in counterparts, which together shall comprise a single agreement, and the effective date for which shall be the date it is signed by both parties. By signing this Agreement, Developer is certifying that it is not an Iran-linked business, and that its contractors are not Iran-linked businesses, as defined in MCL 129.312. Each of the exhibits attached hereto is expressly incorporated herein and made a part of this Agreement. In the event of any inconsistency between this Agreement and the exhibits attached hereto, this Agreement (without reference to such exhibits) shall govern.

[SIGNATURES ON FOLLOWING PAGE]

DRAFT

IN WITNESS WHEREOF, the Parties have executed this Agreement on the below date.

Dated: _____

**CITY OF KALAMAZOO BROWNFIELD
REDEVELOPMENT AUTHORITY**

By: _____

Kyle Gulau

Its: Chair

Dated: _____

Edison Community Partners, LLC

By: _____, LLC

Its: General Partner

By: _____

Its: Authorized Representative

DRAFT



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: April 16, 2026

SUBJECT: HTIF Policy Committee Update

(No Action)

RECOMMENDATION:

No action is required at this time. This item is provided for information and to keep the Board apprised of the committee's progress.

BACKGROUND:

The Housing TIF (HTIF) Policy Committee, consisting of Chair Gulau, Vice Chair Bair, Director Ward, and Director Schipper, has been meeting to guide the development of a local housing tax increment financing policy under the updated provisions of Act 381.

The committee has met twice to date and has a third meeting scheduled for April 20. Initial discussions have focused on reviewing the statutory framework for housing TIF, aligning policy objectives with local housing needs, and evaluating approaches used by other communities. The committee also reviewed local housing data to better understand market conditions and identify areas of need within the City of Kalamazoo.

Based on these discussions, the committee has provided preliminary direction to staff on several key policy components, including establishing a Kalamazoo-specific control rent using 100% AMI by bedroom type, requiring a minimum of 20% of units in a project to be rent- and income-restricted, and setting affordability periods at a minimum of 10 years or the duration used to calculate potential rent loss, whichever is greater.

At its next meeting, the committee will continue refining policy details, including income restriction thresholds, the appropriate mechanism for enforcing affordability requirements, and components of a rent and income monitoring program.

FISCAL IMPACT:

There is no fiscal impact associated with this report item. Any future fiscal impacts related to implementation of a Housing TIF policy will be evaluated and presented to the Board for consideration at a later date.