



NARRATIVE INFORMATION SHEET
FY2020 U.S. EPA BROWNFIELDS ASSESSMENT GRANT APPLICATION

Coalition of Calhoun County Land Bank Authority, City of Battle Creek,
 and Albion Brownfield Redevelopment Authority, Michigan

1. Applicant Identification:
 Calhoun County Land Bank Authority
 315 West Green Street
 Marshall, Michigan 49068
2. Funding Requested:
 - a) Assessment Grant type: Coalition
 - b) Federal Funds Requested: \$600,000
 - c) Contamination: \$600,000 Hazardous Substances
3. Location: Calhoun County and the Cities of Battle Creek and Albion, Michigan
4. Property information for site specific proposal: NA
5. Contacts:
 - a) Project Director and b) Chief Executive:
 Ms. Krista Trout-Edwards
 Calhoun County Land Bank Authority Executive Director
 315 West Green Street, Marshall, Michigan 49068
 Phone: (269) 781-0777, email: kedwards@calhouncountymi.gov
6. Population: Calhoun County: 134,487; City of Battle Creek: 51,247; City of Albion: 8,263 (*U.S. Census QuickFacts, November 22, 2019*) (*American Community Survey, 2012-2017*)
7. Other Factors Checklist:

Other Factors	Page #
Community population is 10,000 or less.	
The applicant is, or will assist, a federally recognized Indian tribe or United States territory.	
The priority brownfield site(s) is impacted by mine-scarred land.	
The priority site(s) is adjacent to a body of water (i.e., the border of the priority site(s) is contiguous or partially contiguous to the body of water, or would be contiguous or partially contiguous with a body of water but for a street, road, or other public thoroughfare separating them).	Page 1-2
The priority site(s) is in a federally designated flood plain.	
The redevelopment of the priority site(s) will facilitate renewable energy from wind, solar, or geothermal energy; or any energy efficiency improvement projects.	
30% or more of the overall budget will be spent on eligible reuse planning activities for priority brownfield site(s) within the target area.	

8. Letter from State of Tribal Environmental Authority: Attached





GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
LANSING



LIESL EICHLER CLARK
DIRECTOR

November 4, 2019

Ms. Krista Trout-Edwards
Executive Director
Calhoun County Land Bank Authority
315 West Green Street
Marshall, Michigan 48068

Dear Ms. Trout-Edwards:

SUBJECT: Michigan Department of Environment, Great Lakes, and Energy (EGLE)
Acknowledgment of a United States Environmental Protection Agency (US EPA)
Brownfield Assessment Grant Proposal for 2020

Thank you for your notice and request for a letter of acknowledgment for the Calhoun County Land Bank's proposal to the US EPA Brownfield Grant Program. EGLE's Remediation and Redevelopment Division (RRD), encourages and supports county-wide assessment and redevelopment efforts. The RRD recognizes the Calhoun County Land Bank's success in facilitating brownfield redevelopment and need for assessment funding to further those efforts.

The Calhoun County Land Bank is applying for a \$600,000 hazardous substances assessment grant which could be used to conduct assessment activities at eligible brownfield sites and facilitate redevelopment. As a land management agency of a general purpose unit of local government, the Calhoun County Land Bank is an eligible grant applicant.

Should the US EPA award a brownfield grant to the Calhoun County Land Bank, it would stimulate redevelopment and reuse of underutilized and contaminated properties and improve the economic development and environmental conditions in the county. If you need further information or assistance regarding specific brownfield sites, or any of EGLE's brownfield programs, please feel free to contact me at the number below or by email at SmedleyR@Michigan.gov.

Sincerely,

Ronald L. Smedley
Brownfield Redevelopment Coordinator
Remediation and Redevelopment Division
517-284-5153

cc: Mr. Matt Didier, US EPA Region 5
Mr. Davin Ojala, SME

FY2020 U.S. EPA BROWNFIELDS ASSESSMENT GRANT APPLICATION

Calhoun County Land Bank Authority, City of Battle Creek, and Albion Brownfield Redevelopment Authority, Michigan

1. Project Area Description and Plans for Revitalization

a. Target Area and Brownfields

i. Background and Description of Target Area: The Coalition will focus on redevelopment of brownfields in Calhoun County (County), Michigan. The County is located in south-central Michigan, midway between Chicago and Detroit. Battle Creek and the micro-community of Albion account for nearly 45% of the County's population, with the remainder of the population disbursed in smaller towns. The Kalamazoo River flows westward through the County, traversing downtown Battle Creek and Albion. The County's economy has historically been based on manufacturing. Development began in the late 1800s with food processing facilities in Battle Creek and heavy manufacturing in Albion. By the 1980s, all sectors of the manufacturing industry were declining, and the near failure of American automakers in 2008/2009 decimated the remaining industrial employers. The Coalition's overriding concern is the sheer number of these brownfields located in the County and the number of brownfields that are falling into foreclosure each year. The Calhoun County Land Bank Authority (CCLBA) was formed to work cooperatively with local governments and other community partners to coordinate public funding for blight elimination, economic development, and community revitalization. The CCLBA serves as a clearinghouse for foreclosed sites and has an inventory of over 900 blighted sites and anticipates receiving 70 each year in the next five years! This inventory includes commercial downtown buildings that are literally collapsing as well as abandoned industrial facilities that have not been entered in over a decade. Battle Creek and the Albion Brownfield Redevelopment Authority formed a coalition with the CCLBA to coordinate their limited public funding dollars, utilize the CCLBA's ability to acquire and combine parcels, and pool their brownfields programs' resources to promote a regional approach to the assessment and redevelopment of brownfields. The Coalition has successfully utilized a FY2017 Assessment Grant to assess 28 sites in the County. These sites were primarily located in two previously identified target areas as well as downtown Battle Creek where developer interest occurred during the project. The CCLBA used these funds to successfully spur large scale redevelopments and private investment and now they need additional grant funds to focus on brownfields in the following two new target areas:

(1) *Dickman Road Corridor* (west-central Battle Creek): approximately 0.6-miles along Dickman Road that is a primary commercial/former industrial corridor that traverses one of the hardest hit neighborhoods in the City. The corridor lies along a channelized portion of the Kalamazoo River.

(2) *Gale/Brown Area* (southwest Albion): over 120 acres of underused land located along the Kalamazoo River that includes three large, former heavy metals manufacturing sites and is bordered by impoverished residential neighborhoods.

ii. Description of the Priority Brownfield Sites:

The *Dickman Road Corridor* includes numerous vacant and underutilized commercial and industrial operations, most of which adjoin the Kalamazoo River and/or the impoverished neighborhood to the south. Battle Creek is working to develop a plan to relocate Dickman Road, dechannelize the river, and redevelop the many underused brownfield sites that have/will have riverfront access. The priority **SEMCO** site in this target area was occupied by a manufactured gas plant (MGP) from the late 1800s through the 1940s, and then used as a utility company's work yard/storage area. It is located along the channelized banks of the Kalamazoo River and is currently developed with vacant former MGP buildings and concrete/asphalt pavement. Remedial actions have been completed at the site; however, soil and groundwater remains impacted with coal tar, purifier box material (mix of wood chips and iron filings), and non-aqueous phase liquids (NAPL). Specific compounds include benzene, toluene, ethylbenzene, xylenes, polynuclear aromatic hydrocarbons (PAHs), arsenic, chromium, lead, mercury, and cyanide. This site is a priority because the known MGP contamination poses an exposure concern to nearby residential neighborhoods, visitors, and the adjacent river, and because it is located at the toe of a dam that the City and the community would like to remove as part of the river restoration.

The *Gale/Brown* target area is home to over 100 acres of vacant land, partially demolished building slabs/foundations, and building remnants associated with the former Gale Industries foundry and

FY2020 U.S. EPA BROWNFIELDS ASSESSMENT GRANT APPLICATION

Calhoun County Land Bank Authority, City of Battle Creek, and Albion Brownfield Redevelopment Authority, Michigan

Brown Weld and Union Steel metal manufacturing operations, which were the backbone of the Albion economy. The **priority sites** in this target area are the adjacent **Gale Industries/Brown Weld** site and the **Urban Renewal** site. The 20-acre **Gale Industries/Brown Weld** site is located along the Kalamazoo River and next to a sports field and senior center. The **Urban Renewal** site is located south of the Gale site and is bordered on two sides by residences. Limited assessments in this area have found buried foundry sand and soil contaminated with heavy metals, volatile organic compounds (VOCs), PAHs, and polychlorinated biphenyls (PCBs). These sites are a priority because of their location along the Kalamazoo River, their potential exposure concerns for nearby residents are not known, and their redevelopment will help connect the residential neighborhoods in the area to the river and support connecting this area to downtown Albion.

b. Revitalization of the Target Area: The CCLBA was formed to create a coordinated approach for blight elimination, economic development, and community revitalization. Use of the assessment grant will support the CCLBA's mission (identified in its Strategic Plan for 2014-2017) to support neighborhood and business district revitalization by acquiring, holding, and disposing of blighted and abandoned properties in the County. Their goals coincide with those identified by citizens and leaders in the 2017 Battle Creek and 2017-2021 Albion Comprehensive Plans: 1) promote reinvestment in/beautify established neighborhoods; 2) revitalize commercial corridors; 3) protect local environmental resources; and 4) expand economic opportunities.

i. Reuse Strategy and Alignment with Revitalization Plans: The projected redevelopment for the **SEMCO** priority site in the **Dickman Road Corridor** target area is a linear park, park amenities, Kalamazoo River canoe/kayak access points, and small-scale water sport commercial operations. This proposed redevelopment aligns directly with the City of Battle Creek's goals to beautify existing neighborhoods, protect environmental resources, and expand economic opportunities. Additionally, the 2017 Battle Creek Comprehensive Plan identifies dechannelizing the river in this area and redeveloping the area with recreational features as a key land use goal.

The projected redevelopments for the **Gale Industries/Brown Weld** and **Urban Renewal** priority sites in the **Gale/Brown** target area are affordable housing units with greenspace and trails that will allow residents to walk/bicycle in to downtown Albion as well as walk to the Kalamazoo River for recreational opportunities. The housing units will include energy efficiency measures to help minimize utility usage and costs for impoverished residents who rent or buy the units. The proposed redevelopments align with the City of Albion's goal to promote reinvestment in established neighborhoods and develop higher density, affordable housing.

ii. Outcomes and Benefits of Reuse Strategy: The **SEMCO** priority site has a long history of industrial use and is perceived as unusable. Following assessment and identification/placement of engineering controls to support the proposed redevelopment, the health and safety concerns associated with the site will be defined and mitigated. The redevelopment will facilitate the creation of 10 acres of linear park and green space area along the Kalamazoo River, which will connect to other public parks via the City's trails. It will also allow for water sports operations to create retail jobs and bring in residents and visitors who will likely patronize nearby downtown businesses. This will bring in additional sales income for businesses and attract additional service/retail development that will stimulate additional revitalization of the target area. The **Dickman Road Corridor** target area is located in an Opportunity Zone and any revitalization spurred by this project will directly promote economic growth in this Opportunity Zone.

The **Gale Industries/Brown Weld** and **Urban Renewal** priority sites are located in the heart of the impoverished target area in Albion and the most important benefit of their redevelopment will be reinvestment in the neighborhood. The construction of new housing will increase the tax value of the sites themselves and also increase the value of surrounding properties, thereby increasing the tax base in the target area. The improvement of these two unsightly properties will also spur additional investment in this neighborhood. The **Gale/Brown** target area is located in a New Market Tax Credit (NMTC) Qualified Area. This allows investors to receive a tax credit against their federal income tax in exchange for making investments in Community Development Entities, who in turn invest in businesses operating in this area. This target area is located within a few

FY2020 U.S. EPA BROWNFIELDS ASSESSMENT GRANT APPLICATION

Calhoun County Land Bank Authority, City of Battle Creek, and Albion Brownfield Redevelopment Authority, Michigan

hundred feet of an Opportunity Zone, which includes most of downtown Albion. The redevelopment of the **Gale Industries/Brown Weld** and **Urban Renewal** priority sites and the revitalization of the target area that it will spur will connect this area to the downtown Albion area. This will in turn directly benefit the nearby Opportunity Zone by helping draw residents, visitors, and businesses back into the downtown area and spur further economic development.

c. Strategy for Leveraging Resources

i. Resources Needed for Site Reuse: The CCLBA has leveraged nearly \$16 million in private/public investment from past grants (see Section 4.b). The CCLBA has identified the following additional key resources that can be used to support assessment, remediation, or reuse/redevelopment of priority sites and additional sites identified during the grant project. The table identifies key funding sources, the CCLBA (or other Coalition member) eligibility for the funding, the funding use in general, and the use on priority sites. The assessment grant will

Source	Description	Eligibility	Funding Use
MI Department of Environment, Great Lakes and Energy (EGLE) grants and loans	Grants/loans up to \$1M for economic development projects and reuse of brownfields	Local units of government can apply	Assessment, due care activities, remedial activities, demolition, and lead/asbestos abatement. Support installation of exposure barriers/mitigation systems on each of the priority sites.
Michigan Natural Resources Trust Fund (MNRTF)	Grants that support development and improvement of public outdoor recreation opportunities	Local units of government can apply	Redevelopment of brownfields into trails/greenways/parks/rec facilities. Support development of green space and trail areas along the Kalamazoo River on the Gale Industries/Brown Weld and SEMCO priority sites.
Community Development Block Grants (CDBG)	Funding for improvements in low-moderate income areas (both target areas include low-moderate income neighborhoods)	Battle Creek is an entitlement community, CCLBA can apply for CDBG funds for Albion/other cities	Rehabilitation/reuse of structures on brownfields and redevelopment of brownfields into public-use facilities. Support medium to high-density affordable residential redevelopment on Urban Renewal priority site.

stimulate the availability of these funds by supporting assessment of brownfields, which will prepare the sites for the remediation and redevelopment activities that will be funded by the EGLE, MNRTF, and CDBG dollars. In addition to these funds that the Coalition members are eligible to secure, the Cities of Albion and Battle Creek have Brownfield Redevelopment Authorities who can include brownfields projects in their Brownfield Plans to allow capture of incremental taxes to reimburse eligible costs associated with assessment, remediation, and redevelopment.

ii. Use of Existing Infrastructure: The two target areas have been developed since the early 1900s and contain the required public infrastructure (water, sewer, electricity, etc.) to support most types of redevelopments. Furthermore, each of the priority sites have a long history of commercial and industrial use, so the existing infrastructure (including roads and rails for access and transportation) extends to these sites and will support the revitalization plans discussed in Section 1.b.i. By directing grant funds to these priority sites and target areas, the Coalition will be able to facilitate the use of this existing infrastructure. No infrastructure improvements are anticipated to be needed to support the proposed redevelopment.

FY2020 U.S. EPA BROWNFIELDS ASSESSMENT GRANT APPLICATION

Calhoun County Land Bank Authority, City of Battle Creek, and Albion Brownfield Redevelopment Authority, Michigan

2. Community Need and Community Engagement

a. Community Need

i. Community's Need for Funding: Property and income tax revenues are the main sources of income for the Coalition members, and these revenues are not keeping up with inflation or municipal expenses. For the City of Battle Creek, the total property tax revenue has only increased by 6% since 2008, while cumulative inflation through that time period is estimated to be 16.6%¹ and total municipal expenses have increased by 19%. This means that the City of Battle Creek is struggling to maintain its budget and is losing money from its net position (capital assets minus related debt) each year. For Albion, total property tax revenue decreased by 26% from 2010 through 2018, meaning that it too is struggling to maintain its budget. On the income tax front for the County, the 2008-2009 recession came after decades of downsizing and closing of industrial employers (4,769 jobs have been lost throughout County since 2003, with nearly half of those jobs being in the manufacturing sector²). Manufacturing jobs still account for approximately 25% of the jobs in the County³; however, the median income (when adjusted for inflation) is only 92% of 2008 wages⁴. This means that income tax revenues are also not keeping up with inflation rates and are not making up for losses in other revenue streams. The CCLBA's funding comes from properties it sells, property taxes on those properties, and a stipend from County. Because it has struggled to get many of its properties back on the tax rolls, the CCLBA's operating dollars are very limited. The decrease in available property and income tax revenue and the limited CCLBA funds means that the Coalition members have limited funds to available to support brownfields redevelopment. This grant will provide the Coalition members with much needed brownfields funding as well as provide other smaller communities within County with the resources to assess the brownfields that are impacting their communities.

ii. Threats to Sensitive Populations

(1) Health and Welfare: The main health and welfare concerns are the ongoing disinvestment in the target areas and uncontrolled exposures to contaminated soil, groundwater, and soil gas and buildings containing hazardous materials. Both target areas include impoverished and minority filled residential neighborhoods. The residents that remain (vacancy rates range from 25% to 76.8%³) are those minority and impoverished groups that cannot afford to leave. The percentage of minorities in the target areas range from 46.5% to 59%, which is much higher than both Battle Creek's and Albion's minority percentages (28.6% and 38.8%, respectively)³. The target areas also have high numbers of children (29.2% to 33.7% below the age of 19) and women of child-bearing age (16.3% between the ages of 20 and 44)³. These residents are also economically disadvantaged. The poverty rate in the target areas ranges from 34.2% to 38.4%, which is substantially higher than the Michigan rate of 21.7% and over two times greater than the U.S. rate of 14.6%³. In the target areas, 35.7% to 51.1% of the population receives public assistance and the median household incomes (\$21,836 to \$25,167) are nearly half that of the U.S. (\$57,652)³.

Brownfields threats to the health and welfare of sensitive populations will be identified by completing grant-funded site assessments designed to identify the nature and extent of contamination. Threats will be subsequently reduced by development/implementation of cleanup plans that incorporate engineering and/or institutional controls to further limit exposures. The assessment and redevelopment of brownfields in the target areas will also reduce blight, thereby drawing residents and businesses back into these target areas, triggering additional reinvestment and redevelopment that will further improve the health and welfare of the community.

(2) Incidence of Disease: Each of the former operations and the associated brownfields located in the target areas are negatively impacting residents, especially sensitive populations (impoverished residents, minorities, women, and children), by potentially exposing them to numerous

¹ US Inflation Calculator

² Upjohn Institute, Southcentral Michigan Five-Year Comprehensive Economic Development Strategy, 2014

³ 2013-2017 American Community Survey

⁴ 2013-2017 American Community Survey, 2006-2008 American Community Survey, US Inflation Calculator

FY2020 U.S. EPA BROWNFIELDS ASSESSMENT GRANT APPLICATION

Calhoun County Land Bank Authority, City of Battle Creek, and Albion Brownfield Redevelopment Authority, Michigan

contaminants via direct contact, ingestion, airborne particulate inhalation, and vapor intrusion pathways. The contaminants found on the priority sites and other brownfields are known to cause cancer and respiratory problems. Exposures to the contaminants from the **priority sites** and other brownfields in the target areas have likely resulted in lower life expectancy and elevated cancer, asthma, and chronic lower respiratory disease in the County (see following table; city/target area statistics are presented when available) when compared to both Michigan and the U.S. In addition,

	U.S	Michigan	Calhoun County
Life Expectancy (years)	79.1 ⁵	78.1 ⁸	75.8 (Dickman Road TA 69.7, Brown Weld/Gale TA 74.4) ⁶
Cancer Mortality Rate*	161 ⁷	170.4 ⁷	186.7 (<i>white</i> – 186.4; AA – 204.9) ⁷
Adult Current/Lifetime Asthma Prevalence	9.3% ⁸ /13.3% ⁹	10.9%/15.9% ¹⁰	11.5%/16.3% ¹⁰
Chronic Lower Respiratory Disease Death Rate*	40.5 ¹¹	57.1 ¹¹	76 (2017) ¹¹
Infant Mortality Rate**	4.9 ¹¹	6.8 ¹¹	9.8 (<i>white</i> – 6.2; AA -12.6) Battle Creek 13.4 ¹¹

* rates per 100,000; ** rates per 1,000 live births; AA – African American; TA – target area

research has found that exposure to air pollutants is linked to higher infant mortality and other poor birth outcomes¹², illustrating additional adverse health impacts for women and children (sensitive populations). Between 2008 and 2011, the Calhoun County Health Department identified clusters of high rates of poor birth outcomes in Battle Creek and Albion with large clusters identified in the target areas¹³. The African American and impoverished residents in the target area are disproportionately impacted. As shown in the table, cancer mortality and infant mortality rates are substantially higher for African Americans. It has also been found that adults and children living in low income areas are hospitalized for asthma 2.9 to 4.2 times more often than their counterparts who live in higher income areas, and African American children and adults are hospitalized for asthma more than three times more often than white children and adults¹⁴.

Specific brownfields health threats to sensitive populations will be identified by completing grant-funded assessments that will identify the hazardous substances to which residents may be exposed. These exposures can be reduced by implementing remediation activities and/or putting engineering controls in place prior to or as part of brownfields redevelopment. The remediation and redevelopment of target area brownfields will reduce exposures to contaminated soil and groundwater and limit migration of contaminated groundwater and soil gas onto nearby sites. The identification and removal of hazardous building materials (asbestos, lead, etc.), will eliminate potential airborne releases of contaminants during redevelopment and will make these buildings safer for residential and commercial uses. As the exposures to brownfield contaminants are reduced, this will reduce the target areas' cumulative environmental exposure risks and lead to a reduction in cancer and respiratory disease rates.

(3) Disproportionately Impacted Populations: As discussed above, health and welfare impacts from brownfields (including the **priority sites**) are greater for the sensitive populations

⁵ County Health Rankings, 2015-2017

⁶ US Small-area Life Expectancy Estimates Project, 2010-2015

⁷ National Cancer Institute, State Cancer Profiles, 2012-2016

⁸ Michigan BRFSS Surveillance Brief, December 2018

⁹ CDC, 2017 National Health Interview Survey Data

¹⁰ Michigan Asthma Atlas, February 2019

¹¹ Michigan Department of Community Health, 2017; US data from 2016

¹² University of Michigan Environmental Health Policy Brief, Infant Mortality and Air Pollution, April 2014

¹³ The Health Data Research, Analysis and Mapping Center, Calhoun County

¹⁴ Disparities in Michigan's Asthma Burden, 2016

FY2020 U.S. EPA BROWNFIELDS ASSESSMENT GRANT APPLICATION

Calhoun County Land Bank Authority, City of Battle Creek, and Albion Brownfield Redevelopment Authority, Michigan

(impoverished and minority residents, women, and children) who live near the brownfields in the target areas. These residents continue to live in the target areas because they cannot afford to leave. The target areas have also been generally “left alone” by the government agencies, and it wasn’t until recently that efforts and funds have begun to be pushed into these impacted neighborhoods. This illustrates the disproportionate cumulative impact of industrial operations and their subsequent brownfields and represents an ongoing environmental justice concern for residents of the target areas. The U.S. EPA’s Environmental Justice Screening and Mapping Tool (EJSCREEN) rates for the target areas as worse than 64% to 92% of the country with respect to environmental indicators (air quality parameters, lead paint exposure, traffic proximity, proximity to superfund sites, etc.). The sensitive populations in the target area are facing a disproportionate share of the negative environmental impacts associated with historical commercial/industrial operations. This has been exacerbated by limited government support, which can be tied directly to the difficult economic conditions the Coalition members have been facing for the past 20 years. The exposure threats associated with brownfields in the target areas are not fully known, and the grant-funded assessment and subsequent redevelopment of these sites will reduce sensitive populations’ exposures by removing/controlling sources of contamination in the target areas. This will reduce their cumulative exposure risks and help lessen the disproportionate environmental impact historic industrial and commercial operations have had on these sensitive populations.

b. Community Engagement

i. and ii. Project Partners and Project Partner Roles: The following community partners will be involved in the grant project. Each partner will assist the CCLBA in making decisions or provide technical assistance for site selection, cleanup, and/or redevelopment of brownfields.

Partner Name	Point of Contact	Description
Battle Creek Unlimited (BCU)	Shabaka Gibson, Vice President 269-962-7526 gibson@bcunlimited.org	Nonprofit that serves as the business and economic development arm for Battle Creek. It provides business attraction, site selection, redevelopment assistance, business retention, and workforce research assistance.
Role: Provide redevelopment planning and incentives identification for the SEMCO priority site and other properties in the Dickman Road target area		
Neighborhood Planning Council #3	Bob Kist rkist18789@aol.com	Citizen group that works with Battle Creek staff to discuss and address concerns of the neighborhood.
Role: Coordinate public involvement and solicit input regarding assessment/redevelopment planning for the SEMCO priority site and additional sites in the Dickman Road target area.		
Albion Reinvestment Corporation	Bill Dobbins, President 517-629-8838 bdobbins@casterconcepts.com	Nonprofit whose mission is promote revitalization of the downtown Albion business district and surrounding areas.
Role: Offer capital, real property, and other incentives to businesses considering locating new facilities in Albion, and support redevelopment of the Urban Renewal priority site.		
Kalamazoo River Watershed Council	Patty Hoch-Melliush 269-447-1580 krwc@kalamazooriver.org	County-wide group dedicated to improving and protecting the Kalamazoo River.
Role: Identify/select additional sites along the Kalamazoo River. Provide support for integrating ecological components in the redevelopment of the Brown Weld/Gale and SEMCO priority sites and other sites along the Kalamazoo River.		

These project partners each work in at least one of the Coalition member cities and they will work to keep their respective communities informed of the grant project and engaged in decision making regarding site selection, cleanup, and reuse of the priority sites and other brownfields identified during the project. The CCLBA will act as the representative for the County at-large as well as for

FY2020 U.S. EPA BROWNFIELDS ASSESSMENT GRANT APPLICATION

Calhoun County Land Bank Authority, City of Battle Creek, and Albion Brownfield Redevelopment Authority, Michigan

the smaller cities included in the County and will use the methods summarized in Section 2.b.iii to inform and engage these communities in the grant project.

iii. Incorporating Community Input: Upon grant award, a press release will be issued in the local newspaper and posted on the Coalition members' websites and on their Facebook and Twitter accounts, which are interactive internet forums that allow the community to interact with the Coalition in real time. The CCLBA will also place advertisements on the local radio stations to reach members of the community at all educational levels and those without internet service. Key project partners (see Section 2b.i) will be notified and given information to distribute and place on their websites. News releases, web postings, and written materials will include a notice that Spanish-language versions are available and that translators will be available for public meetings, allowing Hispanic residents in the County (5%)³ to participate in the public process. The CCLBA will host an initial public kick-off meeting to acquaint the community with the project, and will ask the public to identify sites they consider to be brownfields and sites that they feel are impacting health and welfare. This step is needed to ensure that the public's concerns are incorporated into the project. These sites will be added to the CCLBA's list of potential sites for funding.

As part of ongoing outreach as sites are selected, the CCLBA will present the reasoning for the selection on their internet forums and solicit public feedback as well as conduct stakeholder meetings/interviews. Public meetings will be held at readily identifiable and accessible public buildings in, or as close as possible to, the impacted target area to receive and discuss additional comments. The combination of social media, public meetings, and written information will allow for information sharing and give resident/citizen groups a way to voice their health and safety concerns for grant funded assessments. Ongoing project updates will be provided at the monthly public CCLBA meetings. When cleanup and/or redevelopment planning is initiated, more intensive involvement activities, including explanations of plans and rationales and solicitation of comments and feedback on those plans, will be implemented and additional more in depth stakeholder meetings will be held. At the close of the project, the CCLBA will hold a final public meeting to notify the community of the outcomes of the project. All presentation materials used throughout the project will be archived and will be available at the CCLBA's office.

3. Task Descriptions, Cost Estimates, and Measuring Progress

a. Description of Tasks and Activities: The CCLBA will use the grant to assess priority sites in the target areas and other high-risk and developable sites identified during the 3-year grant project.

<p>Task 1 – Programmatic and Outreach</p> <p><i>i. Project Implementation</i></p> <ul style="list-style-type: none">• The Work Plan will be prepared and the Cooperative Agreement (CA) will be executed. Grant project tracking and financial systems will be set up and maintained.• A Qualified Environmental Professional(s) (QEP) will be retained in compliance with applicable federal procurement regulations.• Quarterly reports will be submitted to the U.S. EPA; the Assessment, Cleanup, and Redevelopment Exchange System (ACRES) will be updated; MBE/WBE/DBE reports and final project closeout documentation will be submitted.• Staff will attend brownfields training programs as available during the grant period.• A project “kick-off” meeting will be hosted by the CCLBA.• Community outreach activities including updating websites and social media, meetings in target areas, and notifying residents about assessments will be conducted. <p>In-kind Coalition Member staff time will be contributed for amounts over those in 3.b.</p> <p><i>ii. Anticipated Schedule</i></p> <ul style="list-style-type: none">• Work Plan will be prepared within one month of receiving notification of the grant award; CA will be executed by September 2020. ACRES and Financial Systems will be set up upon award of grant and maintained throughout term.• A QEP will be retained within three months of award.• Starting January 2021, quarterly reports will be submitted within 30 days of the end of the reporting period and ACRES will be updated as priority and non-priority sites are assessed.
--

FY2020 U.S. EPA BROWNFIELDS ASSESSMENT GRANT APPLICATION

Calhoun County Land Bank Authority, City of Battle Creek, and Albion Brownfield Redevelopment Authority, Michigan

<p>ACRES will be updated with cleanup and/or redevelopment information during and/or after the project. Annual MBE/WBE reports will be submitted. Final project closeout documentation will be submitted as required once the performance period ends.</p> <ul style="list-style-type: none">• Coalition staff will attend the 2021 EPA National Brownfields Conference.• A project “kick-off” meeting will be held within 1 month of notification of the grant award.• Community outreach activities will begin immediately upon award announcement and continue throughout the performance period.
<p>iii. <u>Task/Activity Lead</u> : The CCLBA, with assistance from Coalition members, will be responsible for day-to-day programmatic oversight and outreach activities.</p>
<p>iv. <u>Outputs</u> : Work Plan, CA, quarterly reports (12); ACRES updates; MBE/WBE reports, and final project closeout documentation; staff training; outreach meetings, and outreach materials.</p>
<p>Task 2 – Site Inventory</p>
<p>i. <u>Project Implementation</u></p> <ul style="list-style-type: none">• Additional (non-priority) sites will be evaluated for assessment based on the following: 1) sites identified as an imminent threat to public health or the environment; 2) high-opportunity sites; and 3) brownfields identified as high-priority by Coalition communities.• Non-priority sites will be added to the inventory. <p>In-kind Coalition Member staff time and travel will be contributed for site visits and working with the QEP to select sites.</p>
<p>ii. <u>Anticipated Schedule</u></p> <ul style="list-style-type: none">• The prioritization system will be developed within 3 months of grant award.• Non-priority sites will be added to the inventory throughout the 3-year performance period.
<p>iii. <u>Task/Activity Lead</u>: The CCLBA will be the lead and work with Coalition Members and QEP to update/maintain existing inventory of brownfield sites.</p>
<p>iv. <u>Outputs</u>: Updated brownfields inventory and prioritization.</p>
<p>Task 3 – Site Assessment</p>
<p>i. <u>Project Implementation</u></p> <ul style="list-style-type: none">• Priority sites (and additional sites identified during the performance period) will be evaluated through performance of Phase I and/or Phase II assessments conducted in accordance with All Appropriate Inquiry (ASTM Standard E1527-13) and other ASTM standards/practices. This includes assessment of at least one priority site in each of Coalition members’ jurisdictions as well as the assessment of over 5 sites.• QEP will prepare a Quality Assurance Project Plan (QAPP) and submit for U.S. EPA approval.• Assessments on both priority and other sites following securing site access will continue.• The Coalition and QEP will meet to ensure required site access has been secured, individual assessments are progressing, and the overall project schedule is met.
<p>ii. <u>Anticipated Schedule</u></p> <ul style="list-style-type: none">• Once sites are selected and site access is granted, eligibility determinations will be submitted to U.S. EPA for approval. Phase I and/or Phase II assessments will begin by February 2021 and continue throughout the project.• Phase II Assessments will begin once the selected QEP receives U.S. EPA approval of their QAPP (this depends on EPA timing but is anticipated to be accomplished by April 2021). <p>Upon selection of QEP, the CCLBA and QEP will meet monthly to discuss priority sites, ensure required site access/eligibility have been secured, individual projects are progressing, and the overall project schedule is met.</p>
<p>iii. <u>Task/Activity Lead</u> : The QEP will lead this task.</p>
<p>iv. <u>Outputs</u>: 1 QAPP, anticipated 42 completed Phase I, Hazardous Materials Assessments, and Phase II ESA reports.</p>
<p>Task 4 – Cleanup Planning</p>
<p>i. <u>Project Implementation</u></p> <p>Cleanup/redevelopment planning as required by various State of Michigan programs for sites (both priority and additional sites that are assessed using the grant) where redevelopment is</p>

FY2020 U.S. EPA BROWNFIELDS ASSESSMENT GRANT APPLICATION

Calhoun County Land Bank Authority, City of Battle Creek, and Albion Brownfield Redevelopment Authority, Michigan

imminent. This may include preparation of Remedial Action Plans, assessment of brownfield cleanup and redevelopment alternatives, and preparation of Brownfield Plans/Work Plans to support acquisition of tax increment financing (TIF).

ii. Anticipated Schedule

Cleanup planning will be conducted at priority sites and other sites following completion of the associated assessment activities and will continue throughout the performance period.

iii. Task/Activity Lead : The QEP will lead this task.

iv. Outputs: Outputs include at least 4 cleanup planning documents.

b. Cost Estimates: Approximately 94% of the budget will go directly to site assessment activities and none to direct administrative costs or indirect costs. No expenses will be incurred for equipment or fringe benefits. Costs developed based on the CCLBAs FY2017 grant experience.

Task 1 – Programmatic and Outreach: \$10,600 Total Budget

- **Personnel costs:** Programmatic- \$2,000 (40 hours at average rate of \$50/hour) for QEP selection/oversight, monthly progress meetings, and reporting. Outreach- \$2,000 (40 hours at average rate of \$50/hour) for outreach activities described above and in 2.b.iii.
- **Travel costs:** \$1,750 for one person’s attendance at one U.S. EPA Brownfields Conference (registration-\$200, airfare-\$450, 4 nights hotel-\$740, 4 days per diem and incidentals-\$360).
- **Contractual:** \$4,850 for QEP assistance on technical summaries for quarterly reports, monthly progress meetings, all outreach activities throughout term of grant.

Task 2 - Site Inventory: \$2,500 Total Budget

- **Contractual:** \$2,500 for QEP to assist in site selection and prioritization.

Task 3 - Site Assessment: \$ 566,900 Total Budget

- **Contractual:** \$566,900 CCLBA anticipates Phase I ESA will average \$3,200, Phase II ESA will average \$30,000, and hazardous materials assessments (HMAs) will average \$6,000.
 1 QAPP and updates = \$2,500 17 Phase I ESAs @ \$3,200 each = \$54,400
 10 HMAs @ \$6,000 = \$60,000 15 Phase II ESAs @ \$30,000 each = \$450,000

Task 5 - Cleanup Planning: \$20,000 Total Budget

- **Contractual:** 4 cleanup planning documents at average cost of \$5,000.

		<u>Hazardous Substances Grant Project Tasks</u>				
<u>Budget Categories</u>		Task 1 Programmatic and Outreach	Task 2 Site Inventory	Task 3 Site Assessment	Task 4 Cleanup Planning	Total Budget
Direct Costs	Personnel	\$4,000				\$4,000
	Fringe Benefits					
	Travel	\$1,750				\$1,750
	Equipment					
	Supplies					
	Contractual	\$4,850	\$2,500	\$566,900	\$20,000	\$594,250
Total Budget		\$10,600	\$2,500	\$566,900	\$20,000	\$600,000

c. Measuring Environmental Results: The CCLBA will diligently track, measure, and report on the success of the project utilizing ACRES to track the following **outputs**: number of Phase I and II ESAs completed and number of cleanup planning documents. The actual outputs will be compared to the estimated number of outputs listed in Section 3.b. The CCLBA will track/report the following **outcomes** in ACRES: acres of land assessed; land remediated and redeveloped; acres of parks and greenspace preserved or created; number of jobs created or retained; tax revenue generated; redevelopment investment value; and other funding leveraged. The CCLBA will report

FY2020 U.S. EPA BROWNFIELDS ASSESSMENT GRANT APPLICATION

Calhoun County Land Bank Authority, City of Battle Creek, and Albion Brownfield Redevelopment Authority, Michigan

outcomes/outputs that cannot be easily entered into ACRES (i.e., website updates, staff training, community outreach/meetings) in quarterly reports. The CCLBA will evaluate the extent to which site assessments, cleanup planning, and redevelopment result in the protection of human health and the environment. The CCLBA will evaluate project progress semi-annually against the goals in Section 3.b and, if goals are not being met or are off-schedule, will meet with local stakeholders and the QEP to discuss the shortcomings and adjust the project approach and schedule, as needed.

4. Programmatic Capability and Past Performance

a. Programmatic Capability:

i. and ii. Organizational Structure and Description of Key Staff: The CCLBA has experience managing grants and will use the same project team during the entire grant period. The project team includes the CCLBA's Executive Director (Ms. Krista Trout-Edwards), the ABRA's President (Ms. Amy Deprez), and an environmental consultant (see 4.a.ii). The project team will be led by Project Manager Ms. Krista Trout-Edwards, who has 17 years of planning, redevelopment, brownfield, and loan management experience. Ms. Trout-Edwards will be responsible for all grant operations (community outreach, marketing, initial project evaluations, site/loan document preparation, reporting, etc.), establishing and managing the program's financial accounts, payment requests and transfers through the Automated Standard Application for Payments (ASAP) system, and management of the environmental consultant. Ms. Amy Deprez, who has over 10 years of redevelopment, brownfield, and loan/grant management experience, will serve as assistant Project Manager. She will be involved in the daily grant operations and one will become the Project Manager if Ms. Trout-Edwards leaves the CCLBA. Ms. Edwards, Ms. Deprez, and a representative from Battle Creek will form an executive group that will negotiate the split of the grant monies between the Coalition members and make decisions on what sites on which to expend grant funds.

iii. Acquiring Additional Resources: The CCLBA will retain an environmental consultant (QEP) to assist with Assessment Grant activities and conduct environmental assessments. The CCLBA has a procurement process in place and has procured contractors for state and federal grant projects, including assessment grants. The process complies with federal procurement regulations (40 CFR §31.36) and includes guidance to attract and utilize minority- and women-owned businesses, as possible. The selected consultant(s) will have managed U.S. EPA Assessment Grant projects and be familiar with all programmatic requirements.

b. Past Performance and Accomplishments

(i)The CCLBA is the lead agency for a Coalition that was awarded a FY2017 U.S. EPA Assessment Grant for Hazardous Substances (\$600,000).

1. Accomplishments: Using this grant, 28 sites have been assessed resulting in the following outputs: 25 Phase I ESAs/Phase I ESA Updates, 23 Phase II ESAs (task includes HMAs), and 9 Baseline Environmental Assessment Reports and 11 Due Care Plans for the Michigan VCP. Using the grants, the CCLBA has supported the following outcomes: assessment of ~75 acres of brownfields, redevelopment of these brownfields with nearly \$16 million in leveraged funding, and creation of 260 jobs. The outputs and outcomes were reported in ACRES.

2. Compliance with Grant Requirements: The CCLBA developed a Work Plan and successfully negotiated a Cooperative Agreement with the U.S. EPA. The CCLBA complied with the Work Plans and their associated schedules, terms, and conditions. The CCLBA submitted and received approval for project QAPP and associated updates, complied with quarterly reporting and annual financial status reporting requirements, and submitted to the U.S. EPA, via the ACRES database, the site information and assessment data for the grant.

The FY2017 grant started in October 2017 and will end in September 2020. As of November 1, 2019, the CCLBA had drawn down \$442,686.87 (~73% of the grant funds) (expenditures to date are \$453,230.19). The \$146,769.81 remaining in the FY2017 Assessment Grant will be used for multiple sites in the City of Albion and will be spent by July 2020.

ATTACHMENT 1
THRESHOLD CRITERIA RESPONSE

THRESHOLD CRITERIA

FY 2020 U.S. EPA BROWNFIELDS HAZARDOUS SUBSTANCES GRANT APPLICATION

Submitted By: Calhoun County Land Bank Authority, City of Battle Creek, and Albion Brownfield Redevelopment Authority Coalition, Calhoun County, Michigan

1. **Applicant Eligibility:** The Calhoun County Land Bank Authority (CCLBA) is a Michigan local unit of government. A copy of the establishing resolution is included in this attachment. The City of Battle Creek is a General Purpose Unit of Local Government in the State of Michigan. The City of Albion Brownfield Redevelopment Authority (ABRA) is a Redevelopment Authority that is sanctioned by the State of Michigan. The Brownfield Redevelopment Financing Act (Michigan Public Act 381 of 1996) authorizes municipalities to create a Brownfield Redevelopment Authority. A copy of the establishing resolution is included in this Attachment.
2. **Community Involvement:** The Coalition members have been working together and using public funding since 2006 to stabilize neighborhoods burdened by large numbers of vacant, abandoned, and foreclosed properties and brownfields. The CCLBA worked closely with local units of government, economic development groups, and community organizations to develop a Strategic Plan for blight elimination, economic development, and community revitalization. The process included a two-day event facilitated by the Center for Community Progress with stakeholders from throughout the County, including representatives from Albion and Battle Creek and the target areas within these cities. The CCLBA and stakeholders agreed that assessment and redevelopment of brownfields was a key component to revitalizing the County. The CCLBA hopes to build on that momentum and consensus to continue to engage these stakeholders, and additional stakeholders/citizens who may be affected, in the Assessment Grant project.

The main stakeholders in any grant project will be residents/property owners, community/citizens groups, business organizations in the area of the project, and the lenders and developers conducting or supporting the actual work. When a brownfields project is started, the CCLBA will reach out to the impacted residents/property owners, community organizations, and businesses and invite them to attend the initial stakeholders meeting to support project planning, site selection, cleanup decision making, and reuse planning, as appropriate. Depending on the scope of the project, they may conduct verbal and written interviews of the stakeholders to collect additional data on how the community feels about the project and what ideas/concerns they might have on the assessment/cleanup/redevelopment. The CCLBA will also work with the key community organizations to acquire information on Kalamazoo River issues (Kalamazoo River Watershed Council) local business concerns (Battle Creek Unlimited and Albion Reinvestment Corporation), and residents' concerns (Neighborhood Planning Council #3). These groups have already come together to support redevelopment and the CCLBA anticipates that it can easily bring them back together to involve them in brownfields assessment, cleanup, and redevelopment in the target areas. The CCLBA will provide written/electronic notices to lenders and developers who may be more removed from the day to day project activities than residents and business owners. Because the CCLBA has completed numerous stakeholder involvement activities, they know how to gauge the success of their outreach. If they recognize that the stakeholder meeting/interviews are not reaching their intended audience (especially impoverished or underrepresented residents), they will make an effort to reach out to those people/business individually.

In addition to creating stakeholder meetings and conducting stakeholder interviews, the CCLBA will use the following methods to communicate progress of the grant project. Upon grant award, a press release will be issued in the local newspaper and posted on the Coalition members' website and on their Facebook and Twitter accounts, which are interactive internet forums that update the community. The CCLBA will also place advertisements on the local radio stations to reach members of the community at all educational levels and those without internet service. Key community organizations (see Section 2b.i) will be notified and given information to distribute and place on their websites. News releases, web postings, and written materials will include a notice that Spanish-language versions are available and that translators will be available for public meetings, allowing Hispanic residents in the County to participate in the public process.

The CCLBA will host an initial public kick-off meeting to acquaint the community with the project, and will ask the public to identify sites they consider to be brownfields and sites that they feel are impacting health and welfare. This step is imperative to ensure that the public's concerns are heard and incorporated into the project. These sites will be added to the CCLBA's list of potential sites for funding. At this meeting, the CCLBA will reiterate the availability of Coalition members; website and Facebook and Twitter pages, which will allow the community to interact with the Coalition in real time.

As part of ongoing outreach as sites are selected, the CCLBA will present the reasoning for the selection on their internet forums and solicit public feedback as well as conduct stakeholder meetings/interviews. Public meetings will be held at readily identifiable and accessible public buildings in, or as close as possible to, the impacted target area to receive and discuss additional comments. The combination of social media, public meetings, and written information will allow for information sharing and give resident/citizen groups a way to voice their health and safety concerns for grant funded assessments. Ongoing project updates will be provided at the monthly public CCLBA meetings. When cleanup and/or redevelopment planning is initiated, more intensive involvement activities, including explanations of plans and rationales and solicitation of comments and feedback on those plans, will be implemented and additional more in depth stakeholder meetings will be held. At the close of the project, the CCLBA will hold a final public meeting to notify the community of the outcomes of the project. All presentation materials used throughout the project will be archived and will be available at the CCLBA's office.

3. **Expenditure of Assessment Grant Funds:** The CCLBA is lead agency for an active FY2017 U.S. EPA Assessment Grant for Hazardous Substances (\$600,000). The CCLBA had expended \$442,686.87 (~73%) of this active grant by November 1, 2019. Documentation of this grant drawdown is attached.

INTERGOVERNMENTAL AGREEMENT

BETWEEN THE

MICHIGAN LAND BANK FAST TRACK AUTHORITY
(a Michigan public body corporate and politic)

AND THE

TREASURER OF THE COUNTY OF CALHOUN, MICHIGAN

CREATING THE

CALHOUN COUNTY LAND BANK AUTHORITY
(a Michigan public body corporate)

This Agreement is entered into under Section 5 of Article 3 and Section 28 of Article 7 of the Michigan Constitution of 1963 and the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 to 124.774, between the **MICHIGAN LAND BANK FAST TRACK AUTHORITY**, a Michigan public body corporate and politic, and the **TREASURER OF THE COUNTY OF CALHOUN, MICHIGAN**, for the purpose of establishing and creating the **CALHOUN COUNTY LAND BANK AUTHORITY**, a separate legal entity and public body corporate to administer and execute the purposes and objectives of this Agreement.

RECITALS

A. In enacting the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 to 124.774, the 92nd Michigan Legislature found that there exists in the State of Michigan a continuing need to strengthen and revitalize the economy of the State of Michigan and local units of government in this state and that it is in the best interests of the State of Michigan and local units of government in this state to assemble or dispose of public property, including tax reverted property, in a coordinated manner to foster the development of the property and to promote economic growth in the State of Michigan and local units of government in this state.

B. The Michigan Land Bank Fast Track Authority is created as a public body corporate and politic within the Michigan Department of Labor and Economic Growth, a principal department of the executive branch of state government, under the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 to 124.774, and is authorized to enter into an intergovernmental agreement with a county foreclosing governmental unit providing for the creation of a county authority to exercise the powers, duties, functions, and responsibilities of an authority under that act.

C. The Treasurer of the County of Calhoun, Michigan is a foreclosing governmental unit under the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 to 124.774, and Section 78 of The General Property Tax Act, 1893 PA 206, MCL 211.78.

D. It is the intent of the Michigan Land Bank Fast Track Authority and the Treasurer of the County of Calhoun, Michigan to establish a county authority as a separate legal entity and as a public body corporate under the Land Bank Fast Track Act, consistent with this agreement.

Accordingly, the Michigan Land Bank Fast Track Authority and the Treasurer of the County of Calhoun, Michigan agree to the following:

ARTICLE I **DEFINITIONS**

As used in this Agreement:

Section 1.01. "Act 7" means the Urban Cooperation Act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 TO 124.512.

Section 1.02. "Agreement" means this intergovernmental agreement between the Michigan Land Bank Fast Track Authority, a Michigan public body corporate and politic, and the Treasurer of the County of Calhoun, Michigan.

Section 1.03. "Budget Act" means the Uniform Budgeting and Accounting Act, 1968 PA 2, MCL 141.421 to 141.440a.

Section 1.04. "County Authority" means the Calhoun County Land Bank Authority, the public body corporate created under this Agreement pursuant to the Land Bank Act.

Section 1.05. "County Authority Board" means the board of directors of the county authority created under Article IV.

Section 1.06. "County Board" means the Board of Commissioners for the County of Calhoun, Michigan.

Section 1.07. "Effective Date" means the date upon which all of the following are satisfied, as provided under Section 23 of the Land Bank Act:

- i) The Agreement is entered into by the Treasurer.
- ii) The Agreement is approved by the County Board.
- iii) The Agreement is entered into by the State Authority.
- iv) The Agreement is filed with the County Clerk for the County of Calhoun, Michigan.

v) The Agreement is filed with the County Clerk for the County of Ingham, Michigan.

vi) The Agreement is filed with the Secretary to State.

Section 1.08. "Executive Director" means the executive director of the County Authority selected under Section 4.12.

Section 1.09. "Fiscal Year" means the fiscal year of the County Authority, which shall begin on January 1 of each year and end on the following December 31.

Section 1.10. "FOIA" means the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246.

Section 1.11. "Foreclosing Governmental Unit" means that term as defined under Section 3(f) of the Land Bank Act, and Section 78 of The General Property Tax Act, 1893 PA 206, MCL 211.78.

Section 1.12. "Calhoun County" means the County of Calhoun, Michigan.

Section 1.13. "Land Bank Act" means the Land Bank Fast Track Act, 2003 PA 258, MCL 124.751 TO 124.774.

Section 1.14. "OMA" means the Open Meetings Act, 1976 PA 267, MCL 15.261 to 15.275.

Section 1.15. "Party" or "Parties" means either individually or collectively as applicable, the State Authority or the Treasurer as each is a signatory to this Agreement.

Section 1.16. "Person" means an individual, authority, limited liability company, partnership, firm, corporation, organization, association, joint venture, trust, governmental entity, or other legal entity.

Section 1.17. "State" means the State of Michigan.

Section 1.18. "State Authority" means the Michigan Land Bank Fast Track Authority, a Michigan public body corporate and politic created under the Land Bank Act.

Section 1.19. "Tax Reverted Property" means that term as defined under Section 3(q) of the Land Bank Fast Track Act, 2003 PA 258, MCL 124.753(3)(q).

Section 1.20. "Treasurer" means the Treasurer of Calhoun County.

ARTICLE II

PURPOSE

Section 2.01. Purpose. The purpose of this Agreement is to create and empower the County Authority to exercise the powers, duties, functions, and responsibilities of an authority under the Land Bank Act for the benefit of the County and the State.

Section 2.02. Programs and Functions. The County Authority shall endeavor to carry out the powers, duties, and functions, and responsibilities of an authority under the Land Bank Act consistent with this Agreement, including without limitation the power, privilege, and authority to acquire, manage, and dispose of interests in property, and doing all other things necessary or convenient to implement the purposes, objectives, and provisions of the Land Bank Act and the purposes, objectives, and powers delegated to a County Authority under other laws or executive orders.

ARTICLE III

CREATION OF COUNTY AUTHORITY

Section 3.01. Creation and Legal Status of County Authority. The County Authority is established as a separate legal entity and public body corporate to be known as the "Calhoun County Land Bank Authority" for the purposes of acting as an authority under the Land Bank Act and administering and executing this Agreement.

Section 3.02. Articles of Incorporation. At its initial meeting the County Authority Board shall adopt articles of incorporation consistent with the provisions of this Agreement and the Land Bank Act.

Section 3.03. Principal Office. The principal office of the County Authority is at the location within Calhoun County, as determined from time to time by the County Authority Board.

Section 3.04. Title of County Authority Assets. Except as otherwise provided in this Agreement, the County Authority shall have exclusive title to all of its property and no Party shall have an ownership interest in County Authority property.

Section 3.05. Tax-exempt Status. The County Authority shall not be operated for profit. No earnings of the County Authority shall inure to the benefit of a Person other than the County Authority or the Parties. The Parties intend the activities of the County Authority to be governmental functions carried out by an instrumentality or political subdivision of government as described in Section 115 of Internal Revenue code of 1986, 26 USC 115, or any corresponding provisions of any future tax code. The Parties also intend the activities of the County Authority to be governmental functions carried out by a political subdivision of this State, exempt to the extent provided under Michigan law from taxation by this State, including without limitation the single business tax under the Single Business Tax Act, 1975 PA 228, MCL 208.1 to 208.145, and property taxes under the General Property Tax Act, 1893 PA 206, MCL 211.1 to 211.157 or corresponding provisions of future State tax laws. The property of the County Authority and its income and operations are exempt from all taxation by the State or its political subdivisions under Section 4(5) of the Land Bank Act.

Section 3.06. Compliance with Law. The County Authority shall comply with all federal and State laws, rules, regulations, and orders applicable to this Agreement.

Section 3.07. Relationship of Parties. The Parties agree that no Party shall be responsible, in whole or in part, for the acts of the employees, agents, and servants of any other Party, whether acting separately or in conjunction with the implementation of this Agreement. The Parties shall only be bound and obligated under this Agreement as expressly agreed to by each Party. No Party may obligate any other Party. No employee, agent, or servant of the County Authority shall be or shall be deemed to be an employee, agent or servant of the State for any reason.

Section 3.08. No Third-Party Beneficiaries. Except as otherwise specifically provided, this Agreement does not create in any Person, other than a Party, and is not intended to create by implication or otherwise, any direct or indirect benefit, obligation, duty, promise, right to be indemnified (such as contractually, legally, equitably, or by implication), right to be subrogated to any Party's rights under this Agreement, and/or any other right or benefit.

ARTICLE IV

COUNTY AUTHORITY BOARD AND EXECUTIVE DIRECTOR

Section 4.01. County Authority Board Composition. The County Authority shall be governed by the County Authority Board, a board of directors that shall be appointed within thirty calendar days of the Effective Date. Elected officials and other public officers are eligible to serve as members of the County Authority Board to the extent permitted under Michigan law. The Board of Directors of the Calhoun County Land Bank shall consist of seven persons (except as provided in Section 4.02) as follows:

- i) The Treasurer.
- ii) One representative of the City of Battle Creek (either from the elected governing body or the administration of the City of Battle Creek), appointed by the County Board but only while serving as such elected member of such governing body or as a member of such administration. If such member ceases to be an elected member of the City of Battle Creek governing body or ceases to be part of such administration, the then Calhoun County Board shall appoint the replacement to fill the unexpired term.
- iii) One representative of the City of Albion (either from the elected governing body or the administration of the City of Albion), appointed by the County Board but only while serving as such elected member of such governing body or as a member of such administration. If such member ceases to be an elected member of the City of Albion governing body or ceases to be part of such administration, the then Calhoun County Board shall appoint the replacement to fill the unexpired term.
- iv) One member of the Calhoun County Board, but only while serving as an elected member of such Board, as appointed by the County Board. If such member ceases to be an elected member of the Calhoun County Board, the then Calhoun County Board shall appoint the replacement to fill the unexpired term.

v) One representative of a Township in Calhoun County (either from the elected governing body or the administration of such township), appointed by the County Board but only while serving as such elected member of such governing body or as a member of such administration. If such member ceases to be an elected member of such Township governing body or ceases to be part of such administration, the then Calhoun County Board shall appoint the replacement to fill the unexpired term.

vi) Two representatives from Calhoun County at large, appointed by the County Board.

Section 4.02. Appointments by Elected County Executive. If Calhoun County adopts a unified form of county government providing for an elected county executive under 1973 PA 139, MCL 45.551 to 45.573, or if Calhoun County adopts a county charter providing for an elected county executive under 1966 PA 293, MCL 45.501 to 45.521, the appointments under Sections 4.01(ii) shall be made by the elected county executive.

Section 4.03. Term of Office. Except as otherwise provided under this section, the members of the County Authority Board appointed under Sections 4.01(ii) to 4.01(vi) shall be appointed for a term of four years. To provide for staggered terms, of the members initially appointed under Sections 4.01(ii) to 4.01(vi) one member shall be appointed for a term of four years, two members shall be appointed for a term of three years, two members shall be appointed for a term of two years, one member shall be appointed for a term of one year, as determined by the County Board. After the expiration of the initial terms, members appointed under Sections 4.01(ii) to 4.01(vi) shall be appointed for terms of four years.

Section 4.04. Removal. A member of the County Authority Board appointed under Section 4.01(ii) to 4.01(vi) may be removed for cause by the County Board.

Section 4.05. Vacancies. A vacancy among the appointed members of the County Authority Board appointed under Section 4.01(ii) to 4.01(vi) caused by death, resignation, or removal of a County Authority Board member shall be filled in the same manner as the original appointment for the balance of the unexpired term.

Section 4.06. Meetings. The County Authority Board shall conduct its first meeting no later than forty-five calendar days after the later of i) the Effective Date, or ii) appointment of a quorum of the County Authority Board. The County Authority Board shall meet at least annually and hold such other meetings at the place, date, and time as the County Authority Board shall determine from time to time. All meetings of the County Authority Board shall comply with the OMA. Public notice of the time, date, and place of the meetings shall be given in the manner required by the OMA.

Section 4.07. Quorum and Voting. A majority of the County Authority Board shall be required to constitute a quorum for the transaction of business. The County Authority Board shall act by a majority vote at a meeting at which a quorum is present. A quorum shall be necessary for the transaction of business by the County Authority Board. Presence in person for both quorum and voting at a meeting may include electronic communication by which such member of the County Authority Board is both seen and heard by the members of the County Authority Board and any members of the public at the meeting.

Section 4.08. County Authority Board Responsibilities. The County Authority Board shall do all of the following by a majority vote of its members appointed and serving:

- i) Consistent with this Agreement and the Land Bank Act, adopt amendments to the initial articles of incorporation adopted under Section 3.02 and adopt subsequent amendments to the articles of incorporation as deemed necessary by the County Authority Board.
- ii) Adopt bylaws, rules, and procedures governing the County Authority Board and its actions and meetings. Initial bylaws shall be adopted within six months of the first meeting of the County Authority Board.
- iii) Elect officers. Initial officers shall be elected within thirty days of the first meeting of the County Authority Board.
- iv) Approve policies to implement day-to-day operation of the County Authority, including policies governing any staff of the County Authority.
- v) Provide for a system of accounts to conform to a uniform system required by law, and review and approve the County Authority's budget to assure that the budgets are approved and administered in accordance with the Budget Act.
- vi) Provide for an annual audit in accordance with the Budget Act.
- vii) Adopt personnel policies and procedures.
- viii) Adopt policies and procedures for contracting and procurement.
- ix) Adopt an investment policy in accordance with 1943 PA 20, MCL 129.91 to 129.96, and establish banking arrangements for the County Authority.
- x) Take such other actions and steps as shall be necessary or advisable to accomplish the purposes of this Agreement.

Section 4.09. Fiduciary Duty. The members of the County Authority Board are under a fiduciary duty to conduct the activities and affairs of the County Authority in the best interests of the County Authority, including the safekeeping and use of all County Authority monies and assets. The members of the County Authority Board shall discharge their duties in good faith, with the care an ordinarily prudent individual in a like position would exercise under similar circumstances.

Section 4.10. Chairperson. The Treasurer shall be the Chair of the County Authority Board.

Section 4.11. Compensation. The members of the County Authority Board shall receive no compensation for the performance of their duties. A County Authority Board member may engage in private or public employment, or in a profession or business, except to the extent prohibited by law. The County Authority may reimburse members of the County Authority Board for actual and necessary expenses incurred in the discharge of their official duties as provided by the County Authority Board.

Section 4.12. Executive Director. The County Authority Board may select and retain an Executive Director. An Executive Director selected and retained by the County Authority Board shall administer the County Authority in accordance with the operating budget adopted by the County Authority Board, general policy guidelines established by the County Authority Board, other applicable governmental procedures and policies, and this Agreement. The Executive Director shall be responsible for the day-to-day operations of the County Authority, the control, management, and oversight of the County Authority employees. All terms and conditions of the Executive Director's length of service shall be specified in a written contract between the Executive Director and the County Authority Board, provided that the Executive Director shall serve at the pleasure of the County Authority Board.

Section 4.13. Ethics. Within six months of the first meeting of the County Authority Board the County Authority Board shall adopt ethics policies governing the conduct of the County Authority Board members, officers, appointees, and employees as required under Section 4(9) of the Land Bank Act. The policies shall be no less stringent than those provided for public officers and employees under 1973 PA 196, MCL 15.341 to 15.348.

Section 4.14. Conflicts of Interest. Members of the County Authority Board and officers, appointees, and employees of the County Authority shall be deemed to be public servants for the purposes of 1968 PA 317, MCL 15.321 to 15.330, and are subject to any other applicable law with respect to conflicts of interest. As required under Section 4(10) of the Land Bank Act, the County Authority shall establish policies and procedures requiring the disclosure of relationships that may give rise to a conflict of interest. The County Authority Board shall require that any member of the County Authority Board with a direct or indirect interest in any matter before the County Authority Board disclose the member's interest to the County Authority Board before the County Authority Board takes any action on the matter.

Section 4.15. Relationship to the County. The County Authority shall exercise its powers, duties, functions and responsibilities independently of the County Board. Subject to available appropriations, Calhoun County may provide the County Authority staff and other support including without limitation legal, clerical and information technology services.

ARTICLE V

GENERAL POWERS OF COUNTY AUTHORITY

Section 5.01. General Powers Under Land Bank Act. The County Authority may exercise all of the powers, duties, functions, and responsibilities of an authority under the Land Bank Act, including without limitation each of the following:

- i) Adopt, amend, and repeal bylaws for the regulation of its affairs and the conduct of its business.
- ii) Sue and be sued in its own name and plead and be impleaded, including without limitation defending the County Authority in an action to clear title to property conveyed by the County Authority.
- iii) Borrow money and issue bonds and notes according to the provisions of the Land Bank Act.
- iv) Enter into contracts and other instruments necessary, incidental, or convenient to the performance of its duties and the exercise of its powers, including without limitation interlocal agreements under Act 7, for the joint exercise of powers under the Land Bank Act.
- v) Solicit and accept gifts, grants, labor, loans, and other aid from any person, or the federal government, the State, or political subdivision of the State, or an intergovernmental entity created under the laws of the State or participate in any other way in a program of the federal government, the State, a political subdivision of the State, or an intergovernmental entity created under the laws of the State.
- vi) Procure insurance against loss in connection with the property, assets, or activities of the County Authority.
- vii) Invest money of the County Authority, at the discretion of the County Authority Board, in instruments, obligations, securities, or property determined proper by the County Authority Board and name and use depositories for County Authority money.
- viii) Employ legal and technical experts, other officers, agents, or employees, permanent or temporary, paid from the funds of the County Authority. The County Authority shall determine the qualifications, duties, and compensation of those it employs. The County Authority Board may delegate to 1 or more members, officers, agents, or employees any powers or duties it considers proper. Members of the County Authority Board shall serve without compensation but shall be reimbursed for actual and necessary expenses, subject to available appropriations.
- ix) Contract for goods and services and engage personnel as necessary and engage the services of private consultants, managers, legal counsel, engineers, accountants, and auditors for rendering professional financial assistance and advice payable out of any money of the County Authority.
- x) Study, develop, and prepare the reports or plans the County Authority considers necessary to assist in the exercise of its powers under the Land Bank Act and to monitor and evaluate progress under the Land Bank Act.
- xi) Enter into contracts for the management of, the collection of rent from, or the sale of real property held by the County Authority.

xii) Do all other things necessary or convenient to achieve the objectives and purposes of the County Authority under the Land Bank Act or other laws that relate to the purposes and responsibilities of the County Authority.

Section 5.02. Bonds or Notes. The County Authority shall not issue any type of bond in its own name except as authorized by the Land Bank Act. The County Authority shall not possess the power to in any way create indebtedness for a Party. Bonds or notes issued by the County Authority are the debt of the County Authority and not of the Parties. Bonds or notes issued by the County Authority are for an essential public and governmental purpose. Pursuant to Section 24(7) of the Land Bank Act, bonds or notes, together with the interest on the bonds or notes and income from the bonds or notes, are exempt from all taxes by the State or any political subdivision of the State.

Section 5.03. Casino Development Prohibited. Pursuant to Section 4(6) of the Land Bank Act, the County Authority shall not assist or expend any funds for, or related to, the development of a casino.

Section 5.04. Tax Limitation. Pursuant to Section 4(7) of the Land Bank Act, the County Authority shall not levy any type of tax or special assessment.

Section 5.05. Condemnation Prohibited. The County Authority is prohibited from exercising the power of eminent domain or condemning property under Section 4(8) of the Land Bank Act.

Section 5.06. Limitation on Political Activities. The County Authority shall not spend any public funds on political activities. Subject to the foregoing, this section is not intended to prohibit the County Authority from engaging in activities authorized by applicable law.

Section 5.07. No Waiver of Governmental Immunity. The Parties agree that no provision of the Agreement is intended, nor shall it be construed, as a waiver by any Party of any governmental immunity provided under any applicable law.

Section 5.08. Non-Discrimination. The County Authority shall comply with all applicable law prohibiting discrimination. The County Authority shall not fail or refuse to hire, recruit, or promote, demote, discharge, or otherwise discriminate against an individual with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position. The County Authority shall not limit, segregate, or classify an employee or applicant for employment in a way that deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position.

The County Authority shall not provide services in a manner that discriminates against an individual with respect to employment, compensation, or a term, condition, or privilege of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to receive services from the County Authority.

ARTICLE VI

SPECIFIC POWERS OF THE COUNTY AUTHORITY

Section 6.01. Acquisition of Property. Except as otherwise provided in this Agreement or under the Land Bank Act, the County Authority may acquire by gift, devise, transfer, exchange, foreclosure, purchase, or otherwise real or personal property, or rights or interests in real or personal property, on terms and conditions and in a manner the County Authority considers proper. Real property acquired by the County Authority by purchase may be by purchase contract, lease purchase agreement, installment sales contract, land contract, or otherwise. The County Authority may acquire real property or rights or interests in real property for any purpose the County Authority considers necessary to carry out the purposes of the Land Bank Act.

Section 6.02. Deed in Lieu of Foreclosure. The County Authority may accept from a Person with an interest in a tax delinquent property or Tax Reverted Property a deed conveying that Person's interest in the property in lieu of the foreclosure or sale of the property, as provided under Section 6 of the Land Bank Act.

Section 6.03. Expedited Quiet Title and Foreclosure. The County Authority may initiate an expedited quiet title and foreclosure action to quiet title to interests in real property held by the County Authority as provided under Section 9 of the Land Bank Act.

Section 6.04. Execution of Legal Documents Relating to Property. All deeds, mortgages, contracts, leases, purchases, or other agreements regarding property of the County Authority, including agreements to acquire or dispose of real property, shall be approved by and executed in the name of the County Authority.

Section 6.05. Holding and Managing Property. The County Authority may hold and own in its name any property acquired by the County Authority or conveyed to the County Authority by the State, a Foreclosing Governmental Unit, a local unit of government, an intergovernmental entity created under the laws of the State, or any other public or private person, including without limitation Tax Reverted Property and property with or without clear title. The County Authority may, without the approval of a local unit of government in which property held by the County Authority is located, control, hold, manage, maintain, operate, repair, lease as lessor, secure, prevent the waste or deterioration of, demolish, and take all other actions necessary to preserve the value of the property it holds or owns. All real property held by the County Authority shall be inventoried and classified by the County Authority according to title status of the property and suitability for use. The County Authority may take or perform the following with respect to property held or owned by the County Authority:

i) Grant or acquire a license, easement, or option with respect to property as the County Authority determines is reasonably necessary to achieve the purposes of this Agreement and the Land Bank Act.

ii) Fix, charge, and collect rents, fees, and charges for use of property under the control of the County Authority or for services provided by the County Authority.

iii) Pay any tax or special assessment due on property acquired or owned by the County Authority.

iv) Take any action, provide any notice, or institute any proceeding required to clear or quiet title to property held by the County Authority in order to establish ownership by and vest title to property in the County Authority, including without limitation an expedited quiet title and foreclosure action under Section 9 of the Land Bank Act.

v) Remediate environmental contamination on any property held by the County Authority.

Section 6.06. Civil Action to Protect County Authority Property. The County Authority may institute a civil action to prevent, restrain, or enjoin the waste of or unlawful removal of any property from Tax Reverted Property or other real property held by the County Authority, as provided under Section 11 of the Land Bank Act.

Section 6.07. Environmental Contamination. If the County Authority has reason to believe that property held by the County Authority may be the site of environmental contamination, the County Authority shall provide the Michigan Department of Environmental Quality with any information in the possession of the County Authority that suggests that the property may be the site of environmental contamination, as required under Section 10 of the Land Bank Act. The County Authority shall cooperate with the Michigan Department of Environmental Quality with regard to any request made or action taken by the Department under Section 10 of the Land Bank Act.

Section 6.08. Transfer of Interest in Property by County Authority. Pursuant to Section 7 of the Land Bank Act, on terms and conditions, and in a manner and for an amount of consideration the County Authority considers proper, fair, and valuable, including for no monetary consideration, the County Authority may convey, sell, transfer, exchange, lease as lessor, or otherwise dispose of property or rights or interests in property in which the County Authority holds a legal interest to any public or private person for value determined by the County Authority. Any transfer or other disposition of property or interests in property by the County Authority shall be in accordance with guidelines established by the County Authority Board.

Section 6.09. Disposition of Proceeds. Any proceeds from the sale or transfer of property by the County Authority shall be retained by the County Authority, or expended or transferred by the County Authority consistent with the provisions of the Land Bank Act and pursuant to a plan adopted by the County Authority Board.

Section 6.10. Collective Bargaining. The County Authority shall have the right to bargain collectively and enter into agreements with labor organizations. The County Authority shall fulfill its responsibilities as a public employer subject to 1947 PA 336, MCL 423.201 to 423.217 with respect to all its employees.

Section 6.11. Municipal Employee Retirement System. To the extent permitted under Michigan law, the County Authority Board may elect to become a participating municipality on behalf of County Authority employees but only pursuant to Section 2c(2) of the Municipal Employees Retirement Act of 1984, 1984 PA 427, MCL 38.1501 to 38-1558.

ARTICLE VII

BOOKS, RECORDS, AND FINANCES

Section 7.01. County Authority Records. The County Authority shall keep and maintain at the principal office of the County Authority, all documents and records of the County Authority. The records of the County Authority, which shall be available to the Parties, shall include, but not be limited to, a copy of this Agreement along with any amendments to the Agreement. The records and documents shall be maintained until the termination of this Agreement and shall be delivered to any successor entity or, if none, to the Treasurer or any successor agency of the Treasurer.

Section 7.02. Financial Statements and Reports. The County Authority shall cause to be prepared, at County Authority expense, audited financial statements (balance sheet, statement of revenue and expense, statement of cash flows, and changes in fund balance) on an annual basis. Such financial statements shall be prepared in accordance with generally accepted accounting principles and accompanied by a written opinion of an independent certified public accounting firm. A copy of the annual financial statement and report shall be filed with the Michigan Department of Treasury, or any successor agency, and shall be made available to each of the Parties.

Section 7.03. Audits. The County Authority shall provide for the conduct of audits in accordance with Sections 6 to 13 of the Budget Act, which shall be made available at the request of any Party. The County Authority Board shall establish a dedicated audit committee of the County Authority Board for the purpose of overseeing the accounting and financial reporting processes of the County Authority and audits of its financial statements. The County Authority shall establish specific duties and obligations of the audit committee and standards and qualifications for membership on the audit committee. The County Authority may require at least one member to be specifically knowledgeable about financial reports.

Section 7.04. Freedom of Information Act. The County Authority shall be subject to and comply with the FOIA.

Section 7.05. Uniform Budgeting and Accounting Act. The County Authority shall be subject to and comply with the Budget Act. The Executive Director annually shall prepare and the County Authority Board shall approve a budget for the County Authority for each Fiscal Year. Each budget shall be approved by the December 1 immediately preceding the beginning of the Fiscal Year of the County Authority.

Section 7.06. Deposits and Investments. The County Authority shall deposit and invest funds of the County Authority, not otherwise employed in carrying out the purposes of the County Authority, in accordance with an investment policy established by the County Authority Board consistent with laws and regulations regarding investment of public funds.

Sections 7.07. Disbursements. Disbursements of funds shall be in accordance with guidelines established by the County Authority Board.

Section 7.08. Performance Objectives. Each Fiscal Year, the Executive Director shall prepare objectives for the County Authority's performance for review and approval by the County Authority Board. If there is not an Executive Director, the County Authority Board shall delegate responsibility for preparation of the same to one or more members of the County Authority Board.

Section 7.09. Annual Reports. Not less than annually, the County Authority shall file with the Treasurer, the County Board, and with the State Authority a report detailing the activities of the County Authority, and any additional information as requested by the Treasurer, the County Board, or the State Authority.

ARTICLE VIII **DURATION OF AGREEMENT**

Section 8.01. Duration. This Agreement and the County Authority shall commence on the Effective Date and shall continue in effect for an initial term of 5 years and after that until terminated by joint action of the Parties and the County Board or withdrawal by a Party under Section 8.02.

Section 8.02. Withdrawal of Either Party. Either Party may withdraw from this Agreement after the initial term, upon six months notice in writing to the County Authority as provided under Section 9.01. The Treasurer shall withdraw from this Agreement under this section if required to withdraw under the terms of a resolution adopted by the County Board.

Section 8.03. Disposition upon Termination. As soon as possible after termination of this Agreement, the County Authority shall finish its affairs as follows:

- i) All of the County Authority's debts, liabilities, and obligations to its creditors and all expenses incurred in connection with the termination of the County Authority and distribution of its assets shall be paid first.
- ii) The remaining assets, if any, shall be distributed to any successor entity, subject to approval by the Parties. In the event that no successor entity exists, the remaining assets shall be distributed to Calhoun County or as otherwise agreed by the Parties.

ARTICLE IX
MISCELLANEOUS

Section 9.01. Notices. Any and all correspondence or notices required, permitted, or provided for under this Agreement to be delivered to any Party shall be sent to that Party by first class mail. All such written notices, including any notices of withdrawal under Article VIII, shall be sent to each other Party's signatory to this Agreement, or that signatory's successor. All correspondence shall be considered delivered to a Party as of the date that such notice is deposited with sufficient postage with the United States Postal Service. Any notice of withdrawal shall be sent via certified mail.

Section 9.02. Entire Agreement. This Agreement sets forth the entire agreement between the Parties and supersedes any and all prior agreements or understandings between them in any way related to the subject matter of this Agreement. It is further understood and agreed that the terms and conditions of this Agreement are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the Parties in any way related to the subject matter of this Agreement, except as expressly stated in this Agreement.

Section 9.03. Interpretation of Agreement. The Parties intend that this Agreement shall be construed liberally to effectuate the intent and purposes of this Agreement and the legislative intent and purposes of the Land Bank Act as complete and independent authorization for the performance of each and every act and thing authorized by this Agreement and the Land Bank Act. All powers granted to the County Authority under this Agreement and the Land Bank Act shall be broadly interpreted to effectuate the intent and purposes and not as a limitation of powers.

Section 9.04. Severability of Provisions. If any provision of this Agreement, or its application to any Person, Party, or circumstance, is invalid or unenforceable, the remainder of this Agreement and the application of the provision to other Persons, Party, or circumstances is not affected but will be enforced to the extent permitted by law.

Section 9.05. Governing Law. This Agreement is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced, and governed under the laws of the State of Michigan without regard to the doctrines of conflict of laws. The language of all parts of this Agreement shall in all cases be construed as a whole according to its plain and fair meaning, and not construed strictly for or against any Party.

Section 9.06. Captions and Headings. The captions, headings, and titles in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning and or to be interpreted as part of this Agreement.

Section 9.07. Terminology. All terms and words used in this Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and any other gender as the context may require.

Section 9.08. Cross-References. References in this Agreement to any Article include all sections, subsections, and paragraphs in the Article, unless specifically noted otherwise. References in this Agreement to any Section include all subsections and paragraphs in the Section.

Section 9.09. References to Public Acts and Statutes. All References to public acts and statutes in this Agreement shall be construed to mean the acts or statutes as amended.

Section 9.10. Jurisdiction and Venue. In the event of any disputes between the Parties over the meaning, interpretation, or implementation of the terms, covenants, or conditions of this Agreement, the matter under dispute, unless resolved between the Parties, shall be submitted to the courts of the State of Michigan. Subject to Sections 6419 and 6419a of the Revised Judicature Act of 1961, 1961 PA 236, MCL 600.6419 and 600.6419a, any and all claims against the State Authority must be brought and maintained in the Court of Claims in Ingham County notwithstanding Section 6421 of the Revised Judicature Act of 1961, MCL 600.6421.

Section 9.11. Amendment. This Agreement may be amended or an alternative form of this Agreement adopted only upon written agreement of all Parties.

Section 9.12. Effective Date. This Agreement shall become effective as of the Effective Date. This Agreement is executed by the authorized representatives of the Parties on the date(s) indicated below:

**MICHIGAN LAND BANK FAST
TRACK AUTHORITY, a Michigan public
body corporate and politic**

By: *Semone M. James*
Semone M. James

Its: Executive Director

Date: *May 10*, 2007

**TREASURER, COUNTY OF
CALHOUN**

By: *Ann Rosenbaum Petredean*
ANN ROSENBAUM PETREDEAN

Date: *May 4*, 2007

Resolution #2000-58

City of Albion

RESOLUTION ESTABLISHING
A BROWNFIELD REDEVELOPMENT AUTHORITY
FOR THE CITY OF ALBION
AND APPOINTING BOARD MEMBERS PURSUANT TO AND IN ACCORDANCE WITH
THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS OF
THE STATE OF MICHIGAN 1996, AS AMENDED

At a regular meeting of the City Council of the City of Albion, Calhoun County, Michigan, held in the Council Chambers of said City on the 4th day of December, 2000 at 7:00 p.m.

PRESENT: 6

ABSENT: 1

MOTION BY: Robert Thomas

SUPPORTED BY: Arthur Davis

WHEREAS, the City Council of the City of Albion, by Resolution adopted on October 16, 2000, (the "Resolution of Intent"), determined that it is in the best interests of the public to facilitate the implementation of Brownfield Plans relating to the identification and treatment of environmentally distressed (functionally obsolete and/or blighted) areas so as to promote revitalization within the municipal limits of Albion and declared its intention to provide for the operation of a Brownfield Redevelopment Authority for the City of Albion (the "Authority") pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"); and

WHEREAS, on this date, pursuant to and in accordance with the Act and the Resolution of Intent, the Council held a public hearing, notice of which was given as required by Section 4(2) of the Act, on the adoption of a resolution creating the Authority; and

WHEREAS, all citizens, taxpayers and property owners of the City of Albion and officials of the affected taxing jurisdictions had the right and opportunity to be heard at the public hearing on the establishment of the Authority; and

WHEREAS, the Council desires to proceed with the establishment of the Authority for the City of Albion within the municipal limits of which the Authority shall exercise its powers, all pursuant to and in accordance with the Act.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. **Authority Created.** Pursuant to the authority vested in the Council by the Act, the Authority is hereby established and shall be known as the City of Albion Brownfield Redevelopment Authority.
2. **Supervision of the Authority.** The Authority shall be under the supervision and control of the Economic Development Corporation (EDC) Board of the City of Albion.
3. **Jurisdiction of the Authority.** The Authority shall exercise its powers within the area of the City of Albion.
4. **Powers and Duties of the Authority.** The Authority shall have the powers and duties to the full extent as provided by and in accordance with the Act. Among other matters, the exercise of its powers, the Board shall prepare a Brownfield Plan for eligible property pursuant to Section 13 of the Act and submit the plan to the Council for consideration pursuant to Section 14 of the Act.
5. **Bylaws and Rules of the Authority.** The Authority shall elect officers and adopt bylaws and rules governing its procedures and the holding of its meetings, all in accordance with Sections 5(3) and 5(5) of the Act, and shall immediately forward a copy of the bylaws and rules after adoption by the Board to the Council in care of the Clerk of the City of Albion. The Authority's Bylaws and rules shall be subject to the approval of the Council; provided; however, that if the Council fails to either approve or disapprove the Authority's bylaws and rules at its next regular meeting after receipt of a copy thereof by the Clerk, the Authority's bylaws and rules shall be deemed to have been approved by the Council for all purposes.
6. **Director's Bond.** In the event the Board elects to employ a director as authorized by Section 6(1) of the Act, the director, before entering upon the duties of his office, shall, in addition to any other requirements of law, post a bond in the penal sum of \$100,000 with a \$0 deductible payment to the Authority for the use and benefit of the Authority, which shall be approved by the Board and filed with the Clerk. The premium on the bond furnished by the director shall be deemed to be an operating expense of the Authority, payable from funds available to the Authority for expenses of operation.
7. **Form of Approvals.** Except as may otherwise be provided by the Act or other applicable law, approvals by the Council of all matters pertaining to the Authority or its Board shall be by resolution.
8. **Severability.** Should any section, clause or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
9. **Repeals.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.
10. **Publication.** The Clerk is hereby directed to file a true and complete copy with the Secretary of State of the State of Michigan promptly after adoption and to take all other actions incident upon such adoption pursuant to applicable charter or other provisions.

AYES: 6

NAYES: 0

ABSTAINED: 0

RESOLUTION DECLARED ADOPTED:

STATE OF MICHIGAN)
)ss.
COUNTY OF CALHOUN)

I, the undersigned, the duly qualified and acting Clerk of the City of Albion, County of Calhoun, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City of Albion at a regular meeting held on the 4th day of December 2000, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunder set my official signature, this 8 day of December 2000.

E. J. King
Clerk

City of Albion



CITY OF BATTLE CREEK
CITY MANAGER

October 30, 2019

Ms. Krista Trout-Edwards
Calhoun County Land Bank
315 West Green Street
Marshall, Michigan 49068

RE: FY 2020 U.S. EPA Brownfields Coalition Assessment Grant Application

Dear Ms. Trout-Edwards:

The City of Battle Creek acknowledges membership in the Assessment Grant Coalition, which is comprised of the Calhoun County Land Bank Authority (CCLBA), the City of Battle Creek, and the Albion Brownfield Redevelopment Authority (ABRA). The Coalition is applying for a U.S. EPA Brownfields Assessment Grant to help foster badly needed brownfields redevelopment in the Coalition area. The City of Battle Creek understands that the Coalition is applying for a \$600,000 U.S. EPA Brownfields Assessment Grant for Hazardous Substances. The City of Battle Creek understands that the CCLB will serve as the lead Coalition member. Upon award of the grant, the City of Battle Creek understands that the Coalition members will be required to develop a binding Memorandum of Agreement (MOA) to document the site selection process, allocation of funds, and programmatic mechanisms for implementing the grant project.

Battle Creek fully supports the Coalition and looks forward to using the grant funds to revitalize brownfields for the mutual benefit of the Coalition communities.

Sincerely,

Rebecca L. Fleury, ICMA-CM
City Manager

RLF/mkr

The logo for Albion Economic Development features three horizontal bars: a grey bar at the top, an orange bar in the middle, and another grey bar at the bottom. To the right of these bars, the words "ALBION", "ECONOMIC", and "DEVELOPMENT" are stacked vertically in a bold, black, sans-serif font.

ALBION
ECONOMIC
DEVELOPMENT

November 1, 2019

Ms. Krista Trout-Edwards
Calhoun County Land Bank
315 West Green Street
Marshall, Michigan 49068

RE: FY 2020 U.S. EPA Brownfields Coalition Assessment Grant Application

Dear Ms. Trout-Edwards:

The Albion Brownfield Redevelopment Authority (ABRA) acknowledges membership in the Assessment Grant Coalition, which is comprised of the Calhoun County Land Bank Authority (CCLBA), the City of Battle Creek, and the ABRA. The Coalition is applying for a U.S. EPA Brownfields Assessment Grant to help foster badly needed brownfields redevelopment in the Coalition area. The ABRA understands that the Coalition is applying for a \$600,000 U.S. EPA Brownfields Assessment Grant for Hazardous Substances. The ABRA understands that the CCLB will serve as the lead Coalition member. Upon award of the grant, the ABRA understands that the Coalition members will be required to develop a binding Memorandum of Agreement (MOA) to document the site selection process, allocation of funds, and programmatic mechanisms for implementing the grant project.

The ABRA fully supports the Coalition and looks forward to using the grant funds to revitalize brownfields for the mutual benefit of the Coalition communities.

Sincerely,

A handwritten signature in blue ink, appearing to read "Amy Deprez".

Amy Deprez
President & CEO

Application for Federal Assistance SF-424

* 1. Type of Submission: <input type="checkbox"/> Preapplication <input type="checkbox"/> Application <input checked="" type="checkbox"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="checkbox"/> New <input type="checkbox"/> Continuation <input type="checkbox"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
--	--	--

* 3. Date Received: <input type="text" value="12/03/2019"/>	4. Applicant Identifier: <input type="text"/>
--	--

5a. Federal Entity Identifier: <input type="text"/>	5b. Federal Award Identifier: <input type="text"/>
--	---

State Use Only:

6. Date Received by State: <input type="text"/>	7. State Application Identifier: <input type="text"/>
---	---

8. APPLICANT INFORMATION:

* a. Legal Name:

* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text"/>	* c. Organizational DUNS: <input type="text" value="9619739840000"/>
---	---

d. Address:

* Street1:	<input type="text" value="315 WEST GREEN STREET"/>
Street2:	<input type="text"/>
* City:	<input type="text" value="MARSHALL"/>
County/Parish:	<input type="text"/>
* State:	<input type="text" value="MI: Michigan"/>
Province:	<input type="text"/>
* Country:	<input type="text" value="USA: UNITED STATES"/>
* Zip / Postal Code:	<input type="text" value="49068-1518"/>

e. Organizational Unit:

Department Name: <input type="text" value="CALHOUN COUNTY LAND BANK"/>	Division Name: <input type="text"/>
---	--

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: <input type="text" value="Ms ."/>	* First Name: <input type="text" value="KRISTA"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="TROUT-EDWARDS"/>	
Suffix: <input type="text"/>	

Title:

Organizational Affiliation:

* Telephone Number: <input type="text" value="269-781-0777"/>	Fax Number: <input type="text"/>
---	----------------------------------

* Email:

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

B: County Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Environmental Protection Agency

11. Catalog of Federal Domestic Assistance Number:

66.818

CFDA Title:

Brownfields Assessment and Cleanup Cooperative Agreements

*** 12. Funding Opportunity Number:**

EPA-OLEM-OBLR-19-05

* Title:

FY20 GUIDELINES FOR BROWNFIELD ASSESSMENT GRANTS

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

Add Attachment

Delete Attachment

View Attachment

*** 15. Descriptive Title of Applicant's Project:**

FY2020 USEPA Brownfields Assessment Grant Application Calhoun County Land Bank Authority

Attach supporting documents as specified in agency instructions.

Add Attachments

Delete Attachments

View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant

* b. Program/Project

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment

Delete Attachment

View Attachment

17. Proposed Project:

* a. Start Date:

* b. End Date:

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="600,000.00"/>
* b. Applicant	<input type="text" value="0.00"/>
* c. State	<input type="text" value="0.00"/>
* d. Local	<input type="text" value="0.00"/>
* e. Other	<input type="text" value="0.00"/>
* f. Program Income	<input type="text" value="0.00"/>
* g. TOTAL	<input type="text" value="600,000.00"/>

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

a. This application was made available to the State under the Executive Order 12372 Process for review on

b. Program is subject to E.O. 12372 but has not been selected by the State for review.

c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

Yes No

If "Yes", provide explanation and attach

Add Attachment

Delete Attachment

View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix: * First Name:

Middle Name:

* Last Name:

Suffix:

* Title:

* Telephone Number: Fax Number:

* Email:

* Signature of Authorized Representative: * Date Signed: