



Regular Meeting Agenda
Wednesday, November 19, 2025, 3:30 p.m.
Donald Hanson Board of Commissioners Room
219 E Paw Paw Street, Paw Paw, MI 49079

AGENDA
Wednesday, November 19, 2025

1. **Call to Order, and Quorum Determination:** Chair Kate Hosier, Vice Chair Lisa Phillips, Gail Patterson-Gladney, Cynthia Compton, Katie Strohauer, Zach Morris, Jim Wiseley, John Young, and Bryan Myrkle.
2. **Approval of Agenda**—By motion
3. **Approval of Minutes**—September 17, 2025, by motion
4. **Public Comments**
5. **Correspondence Received**
6. **New Business**
 - a. 2026 Annual Meeting Calendar.....Approve
7. **Ongoing Business**
 - a. Hazen Street Redevelopment Agreement.....Update
 - b. 2025 EPA Grant Application.....Update
8. **Reports**
 - a. Fishbeck.....Receive
 - b. Land Bank Authority Report.....Receive
 - c. Economic Development Corp Report.....Receive
9. **General Member Comments and Discussion**
10. **Adjournment**—by motion

Next Regularly Scheduled Meeting: January 21, 2026 at 3:30 pm

Van Buren County Brownfield Redevelopment Authority

Donald Hanson Board of Commissioners Room

Van Buren County Administration Building

219 E Paw Paw Street, Paw Paw, MI 49079

September 17, 2025 – 3:30 PM

MINUTES

I. Call to Order and Attendance - Vice Chair Lisa Phillips called the meeting to order at 3:30 PM.

Present: Lisa Phillips, Gail Patterson-Gladney, Cynthia Compton, Katie Strohauer, John Young, Bryan My Myrkle **Absent:** Jim Wiseley, Kate Hosier, Zach Morris **Also present:** Lisa Ransler, David Stegink

II. Approval of Agenda - Motion: Patterson-Gladney, supported by Strohauer, made a motion to approve the agenda for September 17, 2025. Motion carried unanimously.

III. Approval of Minutes - Motion: Compton, supported by Patterson-Gladney, made a motion to approve the minutes from June 18, 2025. Motion carried unanimously.

IV. Public Comments - None.

V. Correspondence Received - No additional correspondence was discussed.

VI. New Business

a. New Board Member Introduction – Ransler noted that new member Jim Wiseley, Superintendent of Gobles Public Schools, was recently appointed by the Van Buren County Board of Commissioners.

b. Fishbeck Tax Capture Monitoring – Update Stegink noted that staff is collaborating with Fishbeck to prepare a new EPA Brownfield Grant application for submission this fall. The proposed application will expand on prior initiatives and reflect current project priorities.

VII. Ongoing Business

a. Amended 2024 Captured Taxes Report – Review and Approval Ransler presented the updated 2024 Captured Taxes Report that included The Lodge capture and several adjustments, including the captured taxes distribution. Motion by Phillips, supported by Strohauer, to approve the 2024 Captured Taxes Report with a

total capture of 45,955.16 and to direct the Secretary-Treasurer to implement the distributions contained in the report. Motion carried unanimously.

b. Hazen Street Redevelopment Agreement – Update Matt O’Conner, developer of the project was present to request the approval of the proposed Redevelopment Agreement. It was discussed that the Village and developer continue finalizing project details, and do not yet have full approval from the Planning Commission and Village Council. The Board expressed concern about approving the agreement without full approval from the Village, and discussion focused around waiting to approve the Redevelopment Agreement when all of the approvals were complete. The final version of the Development and Reimbursement Agreement will be presented to the BRA once details are finalized.

c. 2025 EPA Grant Application – Update: Stegink noted that staff is working with Fishbeck to prepare and submit a new EPA Brownfield Grant application this fall. The application will build upon past grant successes and include updated priorities.

VIII. Reports

a. Land Bank Authority Report - Ransler shared updates from the Land Bank, including ongoing demolition work in Waverly Township, redevelopment progress at 5 West Main in Hartford, and planned activity in Decatur.

b. Economic Development Corporation Report – Ransler noted that the EDC continues to monitor the Broadband Expansion, which is on target to be completed by the of 2026.

IX. General Member Comments and Discussion – None.

X. Adjournment - Patterson-Gladney, supported by Myrkle, made a motion to adjourn the meeting. Motion carried unanimously. Meeting adjourned at 4:15 PM.

Next Regular Meeting – November 19, 2025, at 3:30 PM

Respectfully Submitted:

Lisa Ransler, Secretary/Treasurer



Lisa Ransler, Secretary-Treasurer
219 E Paw Paw Street, Suite 302
Paw Paw MI 49079
Phone 269-657-8200, Ext 1073
Email ranslerl@vanburencountymi.gov

2026 Regular Meeting Schedule (including 2027 Initial Meeting)

Regular Meetings of the Van Buren County Brownfield Redevelopment Authority will be held as follows:

Days/Dates/Times/Additional Purposes of meetings:

<u>Day of Week</u>	<u>Date</u>	<u>Time</u>	<u>Additional Purpose</u>
Wednesday	January 21, 2026	3:30 pm	Initial under Open Meetings Act
Wednesday	March 18, 2026	3:30 pm	
Wednesday	June 17, 2026	3:30 pm	Annual Meeting/Officer Elections
Wednesday	September 16, 2026	3:30 pm	
Wednesday	November 18, 2026	3:30 pm	
Wednesday	January 20, 2027	3:30 pm	Initial under Open Meetings Act

Physical Place of all meetings:

The Donald Hanson Board of Commissioners Room (Room 204)
County Administration and Land Services Building
219 E Paw Paw St - Paw Paw, MI 49079



If you want to attend a meeting and require a special accommodation due to impairment or disability, please contact Emani Tunstall by phone at 269-657-8253 or email at TunstallE@vanburencountymi.gov so that we may do our best to arrange such accommodation.

Schedule adopted at the regular meeting held _____.
Schedule posted physically and on website on _____.

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

This Development and Reimbursement Agreement (the “Agreement”) is made this _____ day of _____, 2025, between the **Van Buren County Brownfield Redevelopment Authority**, a Michigan public body corporate, whose address is 219 E. Paw Paw Street, Paw Paw, Michigan 49079 (the “Authority”), **DDO Paw Paw, LLC**, a Michigan limited liability company, whose address is P.O. Box 266, South Haven, Michigan 49090 (the “Developer”), and the **Village of Paw Paw**, a Michigan public body corporate, whose address is 111 E. Michigan Avenue, Paw Paw, Michigan 49079 (the “Village”).

RECITALS

A. The Authority was created by Van Buren County (the “County”) pursuant to the Brownfield Redevelopment Financing Act, Act 381 of the Public Acts of Michigan of 1996, as amended (“Act 381”).

B. The Developer owns a vacant parcel of property containing approximately 18.63 acres of property in the County located at southwest corner of Hazen Street and Lake Street intersection (the “Property”), which is legally described in the Brownfield Plan for the Hazen Street Redevelopment Project (the “Brownfield Plan”) attached as Exhibit A, and which is a “housing property” as defined in Act 381.

C. The Brownfield Plan was approved by the Authority on _____, 2025, concurred by the Village on _____, 2025, and approved by the County Board of Commissioners on _____, 2025.

D. The Developer intends to redevelop or cause redevelopment of the Property into a new residential development consisting of an initial two (2) 24-unit and one (1) 18-unit multifamily buildings (the “Multifamily Units”), and fifty-two (52) single-family lots for residential homes, including associated site improvements (the “Project”). Developer will be partnering with home builders to construct the single-family units. The Project will also include the installation of new sanitary sewer, water main, and road improvements available for public use which are necessary to support a housing project. The Village will be making additional public road infrastructure improvements to support the Project and surrounding area. The Project will have the effect of assisting in the redevelopment of the Property, increasing housing inventory, increasing the tax base, and otherwise enhancing the economic vitality and quality of life in the County.

E. Subject to the Michigan State Housing Development Authority (“MSHDA”) approval of the Act 381 Work Plan for the Project (the “Work Plan”), Act 381 permits the Authority to capture and use the property tax revenues generated from the incremental increase in property value of a redeveloped brownfield site constituting an “eligible property” under Act 381 to pay or to reimburse the payment of costs of conducting activities that meet the requirements under Act 381 of “eligible activities” (hereinafter the “Eligible Costs”), with interest.

F. By undertaking the Project, the Developer and Village incurred and will incur Eligible Costs as described in the Brownfield Plan.

G. The Developer is eligible for “housing development activities” under the Act based on Developer’s commitment to reserve a portion of the Project’s Multifamily Units as income restricted units

for income qualified households (i.e. household incomes at or below 120% area median income (AMI)) (the “Annual Unit Income Restriction”) in accordance with the Brownfield Plan. The Annual Unit Income Restriction for the Project includes a total of twenty-one percent (21%) of the Multifamily Units (i.e., 14 units) for tenant households earning 100% AMI or less for the Term of this Agreement.

H. The Authority has incurred and will incur certain eligible administrative expenses associated with the Brownfield Plan (the “Administrative Costs”), for which it seeks reimbursement from Local Tax Increment Revenue (“Local TIR”), including brownfield plan and work plan implementation.

I. Act 502 of the Public Acts of Michigan of 2012 amends Act 381 to provide that during the period up to the first 25 years that the Developer is reimbursed for Eligible Costs, the amount of Tax Increment Revenues (as defined below) captured annually shall be reduced by 50% of the state education tax levy (the “SET SBRF Tax Increment Revenues”) which is required to be paid to the Michigan Department of Treasury (“Treasury”) for deposit in the state brownfield redevelopment fund (the “SBRF”).

J. Following reimbursement of all amounts due the Developer and Village under this Agreement and all amounts payable to the Authority as Administrative Costs from applicable Tax Increment Revenues (as defined below) and payment to Treasury of the SET SBRF Tax Increment Revenues for deposit in the SBRF, additional Tax Increment Revenues will be deposited into the local brownfield revolving fund, which is in accordance with Section 13(5) of Act 381, which limits such deposits to be made for no more than 5 years after the time that capture is required to pay the Eligible Costs.

K. In accordance with Act 381 and subject to the terms of this Agreement, the parties desire to use the property tax revenues that are generated from an increase in the taxable value of the real and personal property resulting from redevelopment of the Property to which the Authority is entitled to receive (the “Tax Increment Revenues”) to reimburse the Developer and Village for the Eligible Costs, to pay the Authority for Administrative Costs, to pay Treasury the SET SBRF Tax Increment Revenues and to fund a local brownfield revolving fund pursuant to Act 381.

L. Unless otherwise waived by the Authority, the parties acknowledge the existing terms outlined in the Brownfield Redevelopment Policy Statements in effect at the time of approval of the Brownfield Plan and Development and Reimbursement Agreement.

M. The parties are entering into this Agreement to establish the procedure for such reimbursement and funding.

TERMS AND CONDITIONS

Therefore, in exchange for the consideration in, and referred to, by this Agreement, the parties agree as follows:

1. **MSHDA Approval:** The parties’ rights and obligations under this Agreement are contingent upon MSHDA approving the Work Plan as required by Act 381 no later than December 31, 2025, unless otherwise extended by the Authority.

2. **Capture of Taxes:** The Authority shall capture all Tax Increment Revenues from the Property and use those Tax Increment Revenues as provided in this Agreement and the Brownfield Plan.

3. **Developer Reimbursement:** Reimbursement to the Developer for the Developer's Eligible Costs will not exceed \$5,406,855, which includes simple interest at 4.5%. Developer and Village reimbursement shall be proportional to the total amount of Eligible Costs approved for reimbursement for the two parties.

4. **Village Reimbursement:** Reimbursement to the Village for the Village's Eligible Costs will not exceed \$473,401, which includes simple interest at 4.5%. Developer and Village reimbursement shall be proportional to the total amount of Eligible Costs approved for reimbursement for the two parties.

5. **Submission of Costs:** For those Eligible Costs for which the Developer or Village seek reimbursement from the Authority, the Developer or Village shall submit to the Authority the following documentation:

- (a) a written statement detailing the Eligible Costs;
- (b) a written explanation as to why they are Eligible Costs;
- (c) copies of invoices from contractors, engineers or others who provided such service, or, for the Developer's or Village's personnel for whose services reimbursement is being sought, detailed time records showing the work performed by such individuals;
- (d) copies of all applicable lien waivers;
- (e) copy of occupancy permit, as applicable;
- (f) copies of any required building permits and inspection reports;
- (g) any other information which may reasonably be required by the Authority.

The Authority shall have no obligation to issue reimbursement if the submitting party fails to comply with the above requirements. Other than for Eligible Costs related to potential rent loss, development loss, or financing gap, the Developer or Village must submit reimbursement requests within 12 months of incurring the Eligible Costs. Reimbursement for Developer's Eligible Costs related to rent loss, development loss, and financing gap shall not be made until the Project has been issued a final permanent certificate of occupancy.

6. **Payments:**

- (a) The Tax Increment Revenues received by the Authority shall be paid to the Developer or Village to reimburse it for Eligible Costs. However, Local Tax Increment Revenues (the "Local TIR") generated from the Property shall first be retained by the Authority in an amount equal to 5% of the annual Local TIR up to the maximum amount allowed annually for Administrative Costs under Act 381 for all Authority projects and the SET SBRF Tax Increment Revenues realized from the Property during the period up to the first 25 years that the Developer or Village is reimbursed for Eligible Costs shall be paid to Treasury for deposit in the SBRF. After retention of such Local TIR and payment to Treasury of the SET SBRF Tax Increment Revenues, Project Tax Increment Revenues shall be used to reimburse the Developer and Village on a proportional basis (as described in Sections 3 and 4 above) for Eligible Costs, *provided, however*, if Developer or Village has not paid

any applicable professional fees and costs (legal, environmental, etc.) incurred by the Authority related to Developer and Village's request to use Project Tax Increment Revenues to reimburse it for Eligible Costs within 30 days of being invoiced for such costs, the Authority is authorized to pay such costs from Project Tax Increment Revenues before such Project Tax Increment Revenues are used to reimburse Developer and Village. The amount of Project Tax Increment Revenues used to pay such costs shall be subtracted from Developer and Village's total Eligible Costs and Developer or Village shall not be entitled to reimbursement of such amount. Notwithstanding any other provision of this Agreement, The Authority shall have no obligation to reimburse the Developer or Village for Eligible Costs from Tax Increment Revenues captured and received by the Authority for any tax bill issued after December 31, 2038. Unless otherwise authorized by the Act or Authority, the amount of taxes levied as Educational Taxes that will be used to reimburse the Eligible Costs of implementing eligible activities at the Property will be limited to the Eligible Costs of eligible activities approved by MSHDA.

(b) Except for as provided below concerning partial payments, all reimbursements will be made on an annual basis no later than August 31st. Unless the Authority disputes whether such costs are Eligible Costs or the accuracy of such costs, the Authority shall, after review by the Authority or its designee and approval by the Authority Board, pay to the Developer and Village the amounts for which submissions have been made pursuant to Section 5 of this Agreement after the Authority Board has approved such Eligible Costs for reimbursement provided Tax Increment Revenues have been received from which the submission may be wholly or partially paid. If a partial payment is made by the Authority because of insufficient Tax Increment Revenues, the Authority shall make additional payments toward the remaining amount annually from additional Tax Increment Revenues until all of the amounts, for which submissions have been made and for which the Developer and Village are eligible for reimbursement, have been fully paid to the Developer and Village.

(c) The Developer shall not be entitled to reimbursement under this Agreement until it has completely paid all Developer's property taxes and assessments for the Property including any penalties and interest.

7. **Shortfalls.** Neither the Authority nor the County shall be responsible for reimbursing any Eligible Costs in excess of the captured Tax Increment Revenues, approved Eligible Costs, or beyond the duration of the Brownfield Plan (including any amendments approved by the Authority).

8. **Adjustments:** If, due to an appeal of any tax assessment or reassessment of any portion of the Property or for any other reason, the Authority is required to reimburse any Tax Increment Revenues to the County, or any other tax levying unit of government, the Authority may deduct the amount of any such reimbursement, including interest and penalties, from any amounts due and owing the Developer and Village. If all amounts due the Developer and Village under this Agreement have been fully paid or the Authority is no longer obligated to make any further payments to the Developer and Village, the Authority shall invoice the Developer and Village (on the proportional basis outlined in Sections 3 and 4 above) for the amount of such

reimbursement and the Developer and Village shall proportionally pay the Authority such invoiced amount within 30 days of the parties' receipt of the invoice. Amounts invoiced and paid to the Authority by the Developer and Village pursuant to this paragraph shall be reinstated as Eligible Costs for which the Developer and Village shall have the opportunity to be reimbursed in accordance with the terms, conditions and limitations of this Agreement. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

9. **Reporting:**

(a) Income and Rent Documentation and Reporting:

- i. Developer shall monitor and annually provide to the Authority and/or a third-party providing verification services to the Authority sufficient evidence to demonstrate its compliance with the Annual Unit Income Restriction.
- ii. The Developer or its designee must verify prospective renters' eligibility at the time of initial occupancy by self-certifying using the MSDHA Household Income Self-Certification Form or other process/form required or approved by MSHDA.
- iii. If after the Authority's review of the Developer's Annual Unit Income Restriction report, the Authority determines that Developer did not meet the Annual Unit Income Restriction for the previous 12 month period based on occupied units, Authority may withhold a pro-rata share of the total Tax Increment Revenues received from the Project in an amount equal to the percentage of the total units of the Project determined to not be in compliance with the Annual Unit Income Restriction. If the Developer returns to full compliance at the time of the next Annual Unit Income Restriction report, then the Authority shall reimburse the Developer and Village (proportionally as outlined in Sections 3 and 4 above) any amounts previously withheld. If the Developer fails to return to compliance at the time of the following Annual Income Restriction report (i.e. 2 consecutive years of non-compliance), then it will be ineligible for reimbursement of the amounts previously withheld but shall remain eligible for future reimbursement if Developer returns to compliance at the time of the next due Annual Income Restriction report. If, based on the formula outlined above, the Authority has any Tax Increment Revenues withheld at the end of the Term, the Authority may retain such funds for deposit in the local brownfield revolving fund, as provided under the Act, or remit such funds to the respective taxing jurisdictions.
- iv. The Developer and Village (as applicable) shall provide to the Authority, within 30 days after the Project receives an occupancy permit, and annually thereafter no later than May 1 of each year during the Term of reimbursement under this Agreement, or as needed so that the Authority may make a timely report to MSHDA, a report of the following, as applicable, for the preceding calendar year pursuant to reporting requirements under Section 16 of Act 381:

- (1) Total investment and new capital investment since the prior year's report.

- (2) Square footage of new construction or renovation, whether residential, commercial, or other use, and use of new or renovated space.
- (3) New jobs created.
- (4) Total number of housing units and total number of Annual Unit Income Restriction units, indicating the number rented at rates at or below the applicable AMI ranges subject to this Agreement.
- (5) Number of Annual Unit Income Restriction units rented to, or available to be rented by, income qualified household renters.
- (6) Annual Unit Income Restriction units' rental rates.
- (7) Racial and socioeconomic data on the individuals purchasing or renting the Annual Unit Income Restriction units, or, if this data is not available, racial and socioeconomic data on the census tract in which the housing units are located.
- (8) Other information required to be reported to the State of Michigan to under Act 381 or by MSHDA unless that information is readily available to the County Treasurer.

The Developer and Village (as applicable) shall notify the Authority of any reporting error within seven (7) calendar days of a discovery of any reporting error.

10. **Due Care:** The Developer and Village will proceed with due care and diligence to complete the Project and the Eligible Costs in accordance with the Brownfield Plan and all applicable laws, ordinances, rules, and regulations.

11. **Interpretation:** This is the entire agreement between the parties as to its subject. It shall not be amended or modified except in writing signed by the parties. It shall not be affected by any course of dealing and the waiver of any breach shall not constitute a waiver of any subsequent breach of the same or any other provision. This Agreement was mutually drafted, and the language of this Agreement will be construed as a whole according to its fair meaning and not construed more strictly for or against any party.

12. **Conflict:** To the extent the Brownfield Plan and any subsequent amendments conflict with this Agreement, as it may be amended, the terms of this Agreement control. To the extent a provision of the Brownfield Plan, and any amendments, or this Agreement, and any amendments, conflict with Act 381, Act 381 controls. This Agreement is subject to Act 381. In the event a future state law restricts or adversely affects the amount of Tax Increment Revenues that is capturable or what activities are eligible for reimbursement, the rights of the Developer and Village and the obligations of the Authority shall be modified accordingly.

13. **Permits and Compliance:** Nothing herein obligates the County to issue any approvals or permits or excuses the Developer and Village from complying with all County rules, regulations, permitting requirements, and any other required approvals. Nothing in this Agreement waives any requirement imposed by the Village, County, State of Michigan, or federal, laws, ordinances, rules, or regulations.

14. **Assignment - Binding Effect:** This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by either party without the consent of the other

party, which shall not be unreasonably withheld, *provided, however*, the Developer or Village may assign its interest in this Agreement to an affiliate without the prior written consent of the Authority, *provided*, any such assignee shall acknowledge to the Authority in writing on or prior to the effective date of such assignment its obligations upon assignment under this Agreement, *provided, further*, that the Developer may make a collateral assignment of the Tax Increment Revenues after review of such assignment and consent by the Authority's legal counsel and approval of the Authority. As used in this paragraph, "affiliate" means any corporation, company, partnership, limited liability company, trust, sole proprietorship or other individual or entity which (a) is owned or controlled by the Developer, (b) owns or controls the Developer or (c) is under common ownership or control with the Developer. This Agreement shall be binding upon any successors or permitted assigns of the parties.

15. **Indemnification:** Developer agrees to indemnify and hold Van Buren County, the Authority, as well as all officers, agents, employees, and assigns thereof harmless against any and all loss, cost, penalty, fine, damage, liability, or expense, including without limitation court costs, reasonable expert witness fees, consultant fees, and reasonable attorney fees, through any appeal, which directly or indirectly arise or result from the acts or omissions of the Developer, its officers, employees, agents, contractors, or subcontractors regarding the development of the Property, use of the Property, or any reporting required by this Agreement. Developer shall not be obligated to indemnify any persons under this section if the liability arises out of the person's negligence, willful misconduct, or breach of this Agreement or the negligence or willful misconduct of any person or entity acting by, through or under any such persons. This Section 154 shall survive the termination of this Agreement.

16. **Governing Law.** This Agreement is being executed and is intended to be performed in the State of Michigan, and it will be construed and enforced in accordance with, and the rights of the parties will be governed by, the laws thereof. Venue is in Van Buren County, Michigan.

17. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. A signed copy of this Agreement delivered by facsimile, pdf, email, or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement. Each party further agrees that the electronic signature, whether digital or encrypted, including a digital signature delivered via DocuSign or Adobe Sign, of a party shall be deemed an original signature having the same legal effect as its manual signature.

18. **No Third-Party Beneficiaries.** Unless otherwise provided herein, there are no third-party beneficiaries to this Agreement. This Agreement is for the sole benefit of the parties and their respective successors and permitted assigns, and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

19. **Authorization.** The parties affirm that their representatives executing this Agreement are authorized to do so and that all resolutions or similar actions necessary to approve this Agreement have been adopted and approved.

20. **Recitals.** The parties affirm and acknowledge the accuracy of the recitals set forth above and incorporate the provisions of the same herein as if fully restated.

21. **Term:** This Agreement shall terminate when all reimbursements and payments contemplated under this Agreement have been paid pursuant to Section 6 of this Agreement. (the "Term").

WHEREFORE, this Agreement has been executed as of the date first written above.

DDO PAW PAW, LLC

By: _____ Date: _____
 , Manager

VILLAGE OF PAW PAW

By: _____ Date: _____
Name: _____, XXXXXX

**VAN BUREN COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY**

By: _____ Date: _____
Name: _____, Chairperson

By: _____ Date: _____
Name: _____, Vice Chair/ Secretary

EXHIBIT A
Brownfield Plan