

Board of Directors Special Meeting Agenda

March 10, 2021 4:30 p.m. | Zoom Meeting

- I. CALL TO ORDER**
- II. ROLL CALL**
- III. ADOPTION OF AGENDA**
- IV. ACTION ITEMS**
 - A. 266 E. Michigan Development Agreement
- V. BOARD COMMENTS**
- VI. PUBLIC COMMENTS**
- VII. ADJOURNMENT**

MEMORANDUM



DEGA

DOWNTOWN
ECONOMIC
GROWTH
AUTHORITY

DATE: March 8, 2021

TO: Downtown Authority Board Members

FROM: Andrew Haan
Kalamazoo Downtown Partnership President

SUBJECT: 266 E. Michigan Development Agreement

Action Item A
March 10, 2021
DEGA Meeting

Good afternoon Board Members. You have before you the proposed Development Agreement between the DEGA and the Developer of the Project located at 266 E. Michigan in the DEGA (Corridor Improvement Authority) District in the City of Kalamazoo.

As you may recall, this Board determined to forego capture of the tax increment relating to the Project for a period of 8 years initially (2019 through 2026) in order to allow the City of Kalamazoo Brownfield Authority to capture and reimburse the Developer for that period of time. This decision was the first of its kind following an amendment to the DEGA Tax Increment Financing Plan (TIF Plan), approved by the City Commission, allowing this flexibility.

Beginning in 2027, the DEGA will reimburse the Developer annually for “eligible costs” in accordance with Act 57 of 2018, using its tax increment revenue, as reflected on the spreadsheet attached to the Agreement. The eligible costs reimbursed to the Developer in this case will include an elevator, built to accommodate individuals with disabilities, as well as a fire protection system.

In accordance with the DEGA TIF Plan, Project Tax Increment Revenues will be captured and transmitted to the Authority. It is agreed that DEGA Project Tax Increment Revenues exclude those Tax Increment Revenues realized from the Project from tax levies of the Kalamazoo Public Schools, KRESA, and the State Education Tax, all of which may not be used to pay for, or reimburse the eligible costs. Only local non-school Tax Increment Revenues actually captured shall be available for reimbursement to Developer and only in an amount not to exceed \$163,974.

The Developer has committed to an investment of \$3.5 million, including approximately \$2 million excluding acquisition costs. The Developer shall provide reports to this Board on an annual basis, relating to the progress of the Project, and shall including information relating to jobs created, residential units developed, and investment made to date.

The DEGA Staff shall review all required documentation submitted by the Developer prior to each reimbursement. Construction of the Project is scheduled to commence June 30, 2021.

Please let me know if you have any questions or concerns.

Thank you,

Andrew Haan

Executive Director, Kalamazoo Downtown Economic Growth Authority

DEGA DEVELOPMENT AGREEMENT

THIS DEGA DEVELOPMENT AGREEMENT (the “Agreement”), is entered into on March _____, 2021 between the **CITY OF KALAMAZOO DOWNTOWN ECONOMIC GROWTH AUTHORITY**, a Michigan public body corporate and Corridor Improvement Authority established pursuant to Act 57 of the Public Acts of 2018, as amended, MCL 125.4602 et seq. (“Act 57”), whose address is 162 E. Michigan Avenue, Kalamazoo, Michigan 49007 (the “Authority”), and 266 MICHIGAN AVE KALAMAZOO LLC, a Michigan limited liability company, whose address is 1000 Front Ave. NW Grand Rapids Michigan 49504 (the “Developer”).

RECITALS

- A. The Authority and the City of Kalamazoo (the "City"), have determined that economic redevelopment constitutes the performance of an essential public purpose which protects and promotes the public health, safety and welfare.
- B. The City has established a Corridor Improvement Authority (known as the Downtown Economic Growth Authority (“DEGA” or “Authority”) and the Authority has adopted a Tax Increment Financing Plan and Development Plan that incorporate this property (the “Plan”), pursuant to the provisions of Act 57.
- C. The Plan provides in part that it is the purpose of the Authority to support the development of property within the DEGA boundaries (the “Development Area”) and contemplates the Authority entering into development agreements with private parties and reimbursing said private parties the costs of eligible expenses as set forth in Act 57 related to the development of such property from tax increment revenues realized from the development of such property and as actually captured and available to the Authority for reimbursement.
- D. Developer owns property in the City located at 266 E. Michigan Ave. Kalamazoo MI (the “Property”) and legally described on the attached **Exhibit A**.
- E. The Property is within the Development Area, is included in the Plan, and the activities by Developer thereon and the costs incurred in conducting such activities qualify for reimbursement under the terms of Act 57.
- F. Developer intends to redevelop the existing four-story building located at the Property into two first floor retail suites with eleven (11) residential market rate apartments on the upper floors (the “Project”).
- G. In connection with the Project, the Developer will undertake improvements which constitute “public facilities” as defined in Act 57 and which are identified along with estimated costs on the attached **Exhibit B** (the “Public Facility Improvements”).

- H. The Project is expected to generate a total capital investment of approximately \$3.5 million. These investments are expected to create at least two jobs at this location and would increase the property tax base within the City of Kalamazoo.
- I. The parties are entering into this Agreement to establish the procedure for the reimbursement from Tax Increment Revenues under Act 57 as amended.
- J. The Developer has agreed as a part of the Project to incur the costs of certain public facility improvements and has requested the Authority to reimburse it for such costs in an amount not to exceed \$163,974 (the "Eligible Costs") from tax increment revenues realized from the Project and available to the Authority for such use (the "Project Tax Increment Revenues").
- K. The Project, including the public facility improvements, will fulfill, in part, the purposes of Act 57 and the Plan and assist in the development and redevelopment of the Development Area.

NOW THEREFORE, in consideration of the mutual covenants, conditions and agreements set forth herein, the parties agree as follows:

- 1. Recitals.** The above recitals are acknowledged as true and correct, and are incorporated by reference into this Paragraph.
- 2. The Plan.** The Plan, approved by the Authority and the Kalamazoo City Commission, is incorporated as part of this Agreement. To the extent provisions of the Plan or this Agreement conflict with Act 57, Act 57 controls.
- 3. Term of Agreement.** Pursuant to the Plan, and subject to the Authority Board's decision to forego capture so that the Kalamazoo Brownfield Redevelopment Authority could capture initially, the Authority shall capture that amount of Tax Increment Revenues generated from real and personal property taxes allowed by law. Capture will begin in 2027 and will continue in accordance with the Tax Increment Revenue Capture Estimates and Time Line attached hereto as **Exhibit C** until the earlier of full reimbursement or 2046.
- 4. Capture of Taxes.** In accordance with the Plan, Project Tax Increment Revenues will be captured and transmitted to the Authority. It is agreed that DEGA Project Tax Increment Revenues exclude those Tax Increment Revenues realized from the Project from tax levies of the Kalamazoo Public Schools, KRESA, and the State Education Tax, all of which may not be used to pay for, or reimburse the Eligible Costs. Only local non-school Tax Increment Revenues shall be available for reimbursement to Developer and only in an amount not to exceed \$163,974.
- 5. Conditions Precedent to Reimbursement.** Developer shall meet each of the following conditions in order to be entitled to reimbursement of Eligible Costs:
 - (a) The Developer's investment in the Project, exclusive of property acquisitions and related costs, must be no less than \$2 Million, which the Developer shall document and verify to the reasonable satisfaction of the Authority.

(b) The Developer may only be entitled to reimbursement of Eligible Costs not to exceed \$163,974, which the Developer shall document and verify to the reasonable satisfaction of the Authority.

(c) The Project shall be located in the Development Area.

(d) The Project shall conform to all applicable City building code and zoning ordinance requirements.

(e) The increment generated from the Project itself must be proportional to the reimbursement in the context of the capture District wide.

(f) Developer shall ensure that the activated alley adjacent to the Project remains open and accessible for public use, subject to any temporary closure necessary during the construction process that would be coordinated with the City, as needed.

6. Submission of Costs. For those Eligible Costs for which the Developer seeks reimbursement from the Authority, the Developer shall submit to the Authority the following, all of which must be reasonably satisfactory to the Authority:

(a) a written statement detailing the costs and substantiating that they are Eligible Costs;

(b) a written explanation of the calculation of the costs;

(c) copies of invoices from contractors, engineers, vendors or others who have provided services and materials for the Project showing sufficient detail to correlate said invoices with Eligible Costs to the satisfaction of the Authority Executive Director or his/her designee; and

(d) for Developer personnel for whose services reimbursement is being sought, detailed time records showing the work performed by such individuals.

7. Reporting. The Developer shall submit a written report to the Authority within 30 days after December 31 each year beginning December 31, 2027, until the Project is completed and within 30 days of the Project's completion date indicating as of such December and the Project's completion date (i) the total private investment to such date, and (ii) the number of permanent jobs retained and/or created by the Project and the number of residential units completed at the Project.

8. Non-Discrimination. The Developer agrees not to discriminate against any employee or applicant for employment to be employed by the Developer in any aspect of the Developer's renovation and redevelopment of the Project and the sale or lease of any portion of the Property with respect to the hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or disability.

9. Interpretation. This is the entire agreement of the parties hereto as to its subject matter. It shall not be amended or modified except in writing signed by both 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 of this Agreement.

10. Assigning and Binding Effect. This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by any party without the consent of the other party which consent shall not unreasonably be withheld. It shall, however, be binding upon any successor or permitted assigns of the parties.

11. Additional Documents. Both parties hereto agree to execute any additional documents reasonably requested by the other party to carry out the intent of this Agreement.

12. Reimbursement Source. During the term of this Agreement and except as otherwise set forth in this Agreement, the Authority shall reimburse the Developer for its Eligible Costs, as limited under this Agreement, from all available local non-school Tax Increment Revenues actually collected from the real and personal property taxes on the Property.

13. Reimbursement Process.

(a) Cost Reimbursement Request. The Developer will provide sufficient documentation of the Eligible Costs incurred including the dates of each eligible activity, a complete description of the work, proof of payment, detailed invoices for the costs involved for each eligible activity, sworn statements, lien waivers and other back up documentation reasonably requested by the Authority; a written statement certifying to the Authority that all such costs are "Eligible Costs"; and a final certificate of occupancy to document project completion. Failure to provide the above noted information when due, or within the time permitted by the Authority under Paragraph (b), may result in foregone reimbursement, to the Developer by the Authority, for Eligible Costs that have not been requested within the timeframe described above.

(b) Authority Staff Review. The Authority Staff shall review each reimbursement request within 30 days after receiving it. If Authority Staff determines that the documentation submitted by the Developer is not complete, then Developer shall cooperate in the Authority's review by providing, within 30 days of the Authority's request, any additional documentation of the Eligible Costs as deemed reasonable and necessary by the Authority in order to complete its review. Within 45 days following the receipt of such supplemental information, the Authority shall make the determination of whether the costs are eligible for reimbursement. If the Developer wishes to challenge that determination, it shall provide written notice to the Authority within 15 days of the determination, and the issue shall be brought to the Authority within 45 days thereafter for a final determination. The Developer shall not have any further appeal rights to challenge the final determination of the Authority and shall not be entitled to any claim or cause of action against the Authority as a result of any determinations made in good faith regarding whether or not any cost submitted by the Developer constitutes an "Eligible Cost," and hereby grants the City and the Authority and their respective officers, agents and employees, a complete release and waiver of any claims or causes of action as a result of the foregoing.

(c) Reimbursement. After both the summer and winter taxes are captured and collected on the Property, the Authority shall reimburse its Eligible and Administrative Costs and pay approved Eligible Costs to the Developer from Tax Increment Revenues that are actually generated from the Property in accordance with the Plan and this Agreement to the extent that taxes have been captured and are available in that fiscal year. The Authority shall receive ten (10) percent of Tax Increment Revenues each year until, unless otherwise designated by the Authority. In the event that there are insufficient Tax Increment Revenues available in any given year to reimburse all of the Eligible Costs, then the Authority shall reimburse the Developer only from available Tax Increment Revenues. The Developer shall receive the available Tax Increment Revenue, less Administrative Costs, during the term of this Agreement, until all of the amounts for which submissions have been made have been fully paid to the Developer, or the repayment obligation expires, whichever occurs first. The Authority shall make additional payments, on an annual basis, toward the Developer's remaining unpaid Eligible Costs during the term of this Agreement. The Developer shall not be entitled to receive any interest on amounts for which reimbursement is requested under this Agreement. The Developer shall not be entitled to reimbursement under this Agreement unless all real and personal property taxes have been timely and completely paid, including all penalties, interest and other amounts due in relation thereto when due. For purposes of this Agreement, to be timely paid, taxes must be paid before the date on which they can no longer be paid without penalties or interest. The repayment obligation under this Agreement shall expire upon the earlier of the full payment by the Authority to the Developer of all amounts due the Developer from the Tax Increment Revenues or 20 years from the beginning of Tax Increment Revenue capture.

(d) Method of Reimbursement. The Authority will reimburse the Developer for Eligible Costs as follows:

Checks shall be payable to and delivered by certified mail (or through electronic transfer if available through Developer) to:

266 MICHIGAN AVE KALAMAZOO LLC
1000 Front Ave. NW
Grand Rapids Michigan 49504

14. Adjustments. The parties acknowledge that adjustments regarding the amount of Tax Increment Revenue paid to the Developer may occur under any of the following circumstances:

(a) Audit or Court Ruling: In the event that a state agency of competent jurisdiction conducting an audit of payments made to the Developer under this Agreement or a court of competent jurisdiction determines that any portion of the payments made to the Developer under this Agreement is unlawful, the Developer shall pay back to the Authority that portion of the payments made to the Developer within 30 days of the determination made by a state agency or the court as the case may be. However, the Developer shall have the right, before any such repayment is made, to appeal on its or the Authority's behalf, any such determination made by a state agency or court as the case may be. If the Developer is unsuccessful in such an appeal, the Developer shall repay the portion of payments found to be unlawful to the Authority within thirty (30) days of the date when the final determination is made on the appeal. The Developer

shall be responsible for payment of all of the City's and Authority's legal fees associated with any determination of whether a cost for which reimbursement to the Developer is requested constitutes an "Eligible Cost" and all of the City's and Authority's legal fees associated with the review or determination of such issues by any state agency or court.

(b) Property Tax Appeal: In the event the Developer, or any other owner of real estate on the Property, files an appeal with the Michigan Tax Tribunal, related to the taxable value of parcels of property included in the Plan, the Authority shall do the following:

- (i) The Authority will hold the Tax Increment Financing Reimbursement payments in a separate account for the Authority until the pending appeal is adjudicated;
- (ii) Once any tax appeals are adjudicated, the Authority will either return the funds held in escrow to the local unit in compliance with any tax appeal rulings or will make payments pursuant to this Agreement.

(c) Reduction of Property Assessments: If the Authority (i) incurs costs on behalf of the Developer with respect to the Project and (ii) the Developer initiates, participates in or supports any proceeding or process which results in a reduction of the tax increment capture for the Project from that projected and along the same term as contained within the Plan, the Developer indemnifies and will fully reimburse the Authority within 30 days of notification from the Authority as to the amount and the due date for all Eligible Costs as defined within the Plan, expenses or reduction in revenue from what was projected as the tax increment capture.

15. Responsibilities of Developer. In consideration of the inclusion of the Property into the Plan and the resulting financial benefits, which it expects to receive, Developer agrees to the following:

(a) Project. At its sole expense, Developer shall use its best efforts to conduct the activities described herein and to rehabilitate the existing building on the Property and complete the Project. The Developer intends to transform the property into two first floor retail suites with eleven (11) residential market rate apartments on the upper floors. The Project is expected to generate a total capital investment of approximately \$3.5 million. The redevelopment of the Property shall commence no later than June 30, 2021 and shall be completed no later than December 31, 2022. Under no circumstances shall the Authority have any responsibility or liability for remediation or redevelopment of the Property, or for conducting any eligible activities at the Property, or incurring any costs, except for its obligations under this Agreement to provide funds to the extent available as permitted by Act 57 and this Agreement with respect to payments from Tax Increment Revenues actually captured.

(b) Employment Opportunities. To make every reasonable effort to work with the City and community employment agencies to hire city residents for new employment opportunities created by the Project, and to encourage the local contracting of employment opportunities through re-entry employment programs. Regardless of Developer's ability to hire city residents, it shall make every reasonable effort to follow, and to cause any contractors hired to perform work on the Project, to follow the City's "Ex-Offender Purchasing" policy regarding hiring new employees who will work on the Project. A copy of this policy is attached as **Exhibit**

D. and Developer will provide a copy of it to its general contractor prior to performing any work on the Project.

(c) **Ordinances.** Develop the Property, including landscaping and all other improvements required for the Project, in compliance with all local ordinances, site plan reviews and this Agreement. The redevelopment of the Property shall be subject to all zoning approvals. This Agreement does not obligate any governing municipality to grant any such approvals.

(d) **Project Sign.** Place on the Property during rehabilitation/redevelopment a development sign provided by the Authority to promote the Project and the Authority's participation in it. Upon completion of the Project, the sign will be returned to the Authority.

(e) **Promotion and Marketing.** Permit the Authority to cite or to use any renderings or photographs or other materials of the Project as an example of private/public partnership and site redevelopment.

(f) **Cooperation.** Assist and cooperate with the Authority in providing information that the Authority may require in providing necessary reports to governmental or other agencies, including, but not limited to, information regarding the amount of Developer expenditures and capital investments, jobs created, and square footage developed or rehabilitated with respect to the Project.

16. Responsibilities of the Authority. In consideration of the preceding commitments of Developer, the Authority further agrees to:

(a) **Agency Contacts.** Provide Developer with appropriate service/employment agency contacts for the identification of City residents to interview for potential employment; and

(b) **Cooperation.** Cooperate and utilize its best efforts to obtain any governmental approvals required to close the transaction contemplated by this Agreement.

17. Developer's Representations, Warranties and Covenants. The Developer hereby makes the following representations, warranties and covenants:

(a) **Eligible Costs.** The Developer will only submit for reimbursement such costs that it has reasonably determined are "Eligible Costs" within the meaning of Act 57.

(b) **Due Authorization.** The representatives signing this Agreement are duly authorized by the Developer to enter into this Agreement.

18. Events of Default. Each of the following shall constitute an event of default:

(a) Any representation or warranty made by the Developer in this Agreement proves to have been incorrect or incomplete in any material respect when made or deemed to be made.

(b) The Developer fails to observe or perform any covenant or agreement contained in this Agreement for 30 days after written notice thereof shall have been given to the Developer by the Authority.

(c) The Developer abandons or withdraws from the reuse and redevelopment of the Property or indicates its intention to do so.

(d) The Developer fails to pay any funds within 30 days of the date due which are required to be paid to the Authority pursuant to this Agreement, including but not limited to its real and personal property taxes as set forth in herein.

(e) The Developer terminates its existence.

(f) Any material provision of this Agreement shall cease to be valid and binding on the Developer or shall be declared null and void; the validity or enforceability of such provision shall be contested or denied by the Developer; or the Developer denies that it is bound by this Agreement.

19. Remedies upon Default. If any event of default as defined above shall occur and be continuing for 30 days after written notice of default is provided to the Developer from the Authority, the Authority shall have the right, but not the obligation, to terminate this Agreement effective immediately upon notice to the Developer.

Following a default by Developer, or following expiration or termination of this Agreement for any reason, Developer shall then be responsible for all subsequent Project costs, including Eligible Costs, without contribution from Tax Increment Revenues collected by the Authority from taxes levied on the Property.

20. Legislative Authorization. This Agreement is governed by and subject to the restrictions set forth in the Act. In the event that there is legislation enacted in the future which alters or affects the amount of Tax Increment Revenues subject to capture, or changes the scope of eligible costs, then the Developer's rights and the Authority's obligations under this Agreement may be modified accordingly by agreement of the parties.

21. Freedom of Information Act. Developer stipulates that all petitions and documentation submitted by Developer shall be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, MCL 15.231 et seq., and no claim of trade secrets or other privilege or exception to the Freedom of Information Act will be claimed by Developer as it relates to this Agreement or petitions and supporting documentation.

22. Plan Modification. The Plan and this Agreement may be modified to the extent allowed under the Act by mutual agreement of the parties.

23. Notices. All notices and other communications required or permitted under this Agreement shall be in writing, shall be deemed given when delivered, and shall be sent by personal delivery, overnight courier, or registered mail, return receipt requested, to the following addresses (or any other address that is specified in writing by either party):

29. Entire Agreement. This Agreement supersedes all agreements previously made between the parties relating to the subject matter. There are no other understandings or agreements between them.

30. Headings. Headings in this Agreement are for convenience only and shall not be used to interpret or construe its provisions.

In witness of their intent to be legally bound by the terms of this Agreement, each of the parties has set forth its signature below by its duly authorized representative.

CITY OF KALAMAZOO DOWNTOWN ECONOMIC DEVELOPMENT AUTHORITY

By _____

Title _____

Date _____

266 MICHIGAN AVE KALAMAZOO LLC

By Matt O'Connor

Title _____

Date _____

EXHIBITS:

A

B

C

D

Summary report:	
Litéra® Change-Pro TDC 10.0.0.42 Document comparison done on 3/8/2021 1:54:53 PM	
Style name: WNJ Style	
Intelligent Table Comparison: Active	
Original DMS: iw://WNJDMS/WNJDMS/21471576/1	
Modified DMS: iw://WNJDMS/WNJDMS/21471576/2	
Changes:	
<u>Add</u>	22
Delete	7
Move From	0
<u>Move To</u>	0
<u>Table Insert</u>	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	29

Tax Increment Revenue Reimbursement Allocation Table
266 E Michigan
February 20, 2020

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	45.9%	\$ 39,933	\$ -	\$ 39,933
Local	54.1%	\$ 60,067	\$ -	\$ 60,067
TOTAL	100.0%	\$ 100,000	\$ -	\$ 100,000

	2019	2020	2021	2022	2023	2024	2025	2026	TOTAL	
Total State Incremental Revenue	\$ -	\$ -	\$ 7,352	\$ 7,549	\$ 7,625	\$ 7,700	\$ 7,777	\$ 7,854	\$ 45,858	
50% SET BF Fund	\$ -	\$ -	\$ (924)	\$ (949)	\$ (958)	\$ (968)	\$ (977)	\$ (987)	\$ (5,763)	
State TIR Available for Reimbursement	\$ -	\$ -	\$ 6,428	\$ 6,600	\$ 6,666	\$ 6,733	\$ 6,800	\$ 6,867	\$ 40,094	
Total Local Incremental Revenue	\$ -	\$ -	\$ 11,458	\$ 11,765	\$ 11,883	\$ 12,001	\$ 12,120	\$ 12,240	\$ 71,467	
Less Admin of 10%	\$ -	\$ -	\$ (1,789)	\$ (1,837)	\$ (1,855)	\$ (1,873)	\$ (1,892)	\$ (1,911)	\$ (11,156)	
Local TIR Available for Reimbursement	\$ -	\$ -	\$ 9,670	\$ 9,929	\$ 10,028	\$ 10,127	\$ 10,228	\$ 10,329	\$ 60,311	
Total State & Local TIR Available	\$ -	\$ -	\$ 16,098	\$ 16,529	\$ 16,694	\$ 16,860	\$ 17,028	\$ 17,196	\$ 100,405	
DEVELOPER	Beginning Balance									
DEVELOPER Reimbursement Balance	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 83,902	\$ 67,373	\$ 50,679	\$ 33,819	\$ 16,791	\$ -
Reimbursement Costs	\$ 100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 83,902	\$ 67,373	\$ 50,679	\$ 33,819	\$ 16,791	
State Tax Reimbursement	\$ -	\$ -	\$ 6,428	\$ 6,600	\$ 6,666	\$ 6,733	\$ 6,800	\$ 6,705	\$ 39,933	\$ 39,933
Local Tax Reimbursement	\$ -	\$ -	\$ 9,670	\$ 9,929	\$ 10,028	\$ 10,127	\$ 10,228	\$ 10,086	\$ 60,067	\$ 60,067
Total MSF Reimbursement Balance	\$ 100,000	\$ 100,000	\$ 83,902	\$ 67,373	\$ 50,679	\$ 33,819	\$ 16,791	\$ -		
Total Annual Developer Reimbursement	\$ -	\$ -	\$ 16,098	\$ 16,529	\$ 16,694	\$ 16,860	\$ 17,028	\$ 16,791	\$ 100,000	

Footnotes: