
KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

MEETING DATE: Thursday, January 18, 2024
PLACE OF MEETING: 201 W. Kalamazoo Ave. Kalamazoo, MI 49007 Room 207-A
TIME: 3:00 pm

AGENDA

Link to join Webinar:

<https://us02web.zoom.us/j/82661203045>

Webinar ID: 826 6120 3045

1. Call to Order: 3:00
 2. Roll Call and Members Excused
 3. Approval of the Agenda
 4. Approval of Minutes: BRA Minutes of **December 21, 2023**
 5. Public Comments (*4 minutes each*)
 6. Consent Agenda
 - a. **From General 243 Fund**
 - i. **\$20,439.17** FY 2023 Administrative Reimbursement to Planning Department
 - ii. **\$496.00** – Varnum Invoice 1324349 (IPUSA)
 - iii. **\$1,044.50** – Fishbeck Invoice 432686 (W.O. 2023-1 Gen. Env.)
 - b. **Project Business**
 - i. **Vicksburg Mill** – Paper City Development, LLC
 1. **\$494.44** - FY2024 Q1 EGLE Grant & Loan Admin Invoice
 2. **\$1,147.00** – Varnum Invoice 1304057
 3. **\$1,364.00** – Varnum Invoice 1306567
 4. **\$93.00** – Varnum Invoice 1315147
 5. **\$186.00** – Varnum Invoice 1320977
 6. **FY 2024 Q1** Authorization for Staff to Submit EGLE Grant & Loan Reports
 - c. **EPA Grant**
 - i. **\$1,857.40** – Fishbeck Invoice 432668 (W.O.#13 YWCA)
 - ii. **\$9,832.64** – Fishbeck Invoice 432667 (W.O.#16 702 W. MI)
 - iii. **\$334.25** – Fishbeck Invoice 432665 (W.O.#2 Outreach & Programmatic)
 - iv. **\$641.52** – Fishbeck Invoice 432673 (W.O.#12 Legacy Senior Living)
 - v. **\$1,072.13** – Fishbeck Invoice 432672 (W.O.#15 UEI)
 7. Discussion and/or Action Calendar
 - a. **Action:** Midlink Development Agreement Amendment #3
-

b. **Action:** IPUSA Assignment of Brownfield Reimbursement to KCLBA Agreement

c. **Discussion:** Fishbeck

i. Work Order 2024-1 General Environmental Services Contract

ii. 2023 General Environmental Memo & Cost Billing Summary

iii. EPA Grant Memo & Cost Billing Summary

iv. **\$ 7,673.31** - Fishbeck Invoice 432687 (Comstock Center)

8. Financial Reports

a. **Discussion:** Fund 243 Report and Fund 242 Summary

b. **Discussion:** Local Brownfield Revolving Fund (LBRF) Discussion

i. Account Management

ii. Future Uses & Strategies

9. Staff Report/Updates

a. There is one (1) vacancy on the KCBRA Board

b. Pending 436 Willard Street Loan Repayment Agreement

c. Pending 555 Eliza Street (Lee St) Loan Repayment Agreement

d. Pending 530 S. Rose Street Grant Repayment Agreement

10. Committees - times dates and places

a. Land Bank Report – next meeting, Thursday, February 8th, 2024, at 8:30 a.m.

b. Committee of the Whole – next meeting, Thursday February 8th, 2024, at 3:00 p.m.

11. Other

12. Board Member Comments

13. Adjournment

Next Meeting: Thursday, February 22nd, 2024, at 3:00 p.m.

Room 207a, County Admin Bldg - Or alternatively, held electronically or via teleconference. Please see the KCBRA website at www.kalcountybrownfield.com for electronic meeting notice and instructions

BOARD MEMBERS:
PLEASE CALL 384-8305 OR EMAIL MRWALT@KALCOUNTY.COM

IF YOU ARE UNABLE TO ATTEND THE MEETING

Meetings of the Kalamazoo County Brownfield Redevelopment Authority are open to all without regard to race, sex, color, age, national origin, religion, height, weight, marital status, political affiliation, sexual orientation, gender identity, or disability. The Kalamazoo County Brownfield Redevelopment Authority will provide necessary reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered at the meeting, to individuals with disabilities at the meeting upon four (4) business days' notice to the Kalamazoo County BRA. Individuals with disabilities requiring auxiliary aids or services should contact the Kalamazoo County BRA by writing or calling:

Macy Rose Walters
Brownfield Redevelopment Administrator
Kalamazoo County Government
201 West Kalamazoo Avenue
Kalamazoo, MI 49007 TELEPHONE: (269) 384-8305

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

MEETING DATE: Thursday, December 21, 2023
PLACE OF MEETING: 201 W. Kalamazoo Ave. Kalamazoo, MI 49007 Room 207-A
TIME: 3:00 pm

DRAFT - MINUTES

Present: Christopher Carew, Monteze Morales, Jared Lutz, Kenneth Peregon, and Andrew Wenzel

Members Excused: Connie Ferguson, Jodi Milks, and David (Wei) Wang.

Vacancies: 1

Kalamazoo Township: Sherine Miller

Oshtemo Township: none

Staff: Rachael Grover, Macy Rose Walters

Consultant: Therese Searles & Jeff Hawkins, Fishbeck

Recording Secretary: Macy Rose Walters

County Commissioners: Monteze Morales

County Admin: none

Community: 7

1. Call to Order: **Chair Peregon called the meeting to order at 3:04 p.m.**
 2. Roll Call and Members Excused: **Gary Barton, Connie Ferguson, Jodi Milks, and David (Wei) Wang were excused. Commissioner Morales attended the meeting virtually in accordance with ADA accommodations consistent with 2022 OAG 7318.** Five (5) of Eight (8) voting were present, there is one (1) vacancy. Commissioner Morales was excused from the meeting at 3:16 p.m.
 3. Approval of the Agenda: **Director Wenzel moved to approve item 3, Director Carew seconded. None opposed, motion carried.**
 4. Approval of Minutes: BRA Minutes of **November 16, 2023**

Director Carew moved to approve item 4, Director Wenzel seconded. None opposed, motion carried.
 5. Public Comments (4 minutes each) **None**
 6. Consent Agenda – Invoices
 - a. **From General 243 Fund**
 - i. **\$403.00** – Varnum Invoice 1320976 (IPUSA)
 - ii. **\$585.00** – Fishbeck Invoice 431430 (W.O. 2023-1 Gen. Env.)
 - b. **Project Business**
 - i. **\$975.00** - FY23Q4 Loan Paper City Reimbursement (approved by EGLE
-

12/14/23)

c. **EPA Grant**

- i. **\$2,903.27** – Fishbeck Invoice 431432 (W.O.#13 YWCA)
- ii. **\$14,104.00** – Fishbeck Invoice 431431 (W.O.#16 702 W. MI)
- iii. **\$1,551.79** – Fishbeck Invoice 431438 (W.O.#15 UEI)
- iv. **\$4,002.89** – Fishbeck Invoice 431439 (W.O.#12 Legacy Senior Living)
- v. **\$549.45** – Fishbeck Invoice 431026 (W.O.#9 Eliza Street)
- vi. **\$71.73** – Fishbeck Invoice 431433 (W.O.#10 Midlink)
- vii. **\$191.00** – Fishbeck Invoice 431435 (W.O.#11 Redman Ventures)
- viii. **\$209.58** – Fishbeck Invoice 431429 (W.O.#2 Outreach & Programmatic)

Director Lutz motioned to approve item 6, the Consent Agenda, Director Carew seconded. None opposed, motion carried.

7. Discussion and/or Action Calendar

a. **Action:** 436 Willard Street, Kalamazoo, MI

- i. Project Applications Part I & Part II
- ii. Fishbeck Work Order 2023-3 436 Willard St. Vapor Mitigation System Design

Discussion ensued regarding the terms of the loan, which is to be detailed in the Loan Repayment Agreement (LRA).

Director Lutz motioned to approve items 7ai and 7aii, in the form of a loan with interest, contingent upon the payment of a \$2,500.00 application fee, authorizing staff to draft a Loan Repayment Agreement (LRA) with interest payments to be deferred until capture begins and write a Memo of Understanding (MOU) with the City of Kalamazoo BRA, to be signed by the Developer. Director Carew seconded, a roll call vote was taken, the motion carried with four (4) yes and none (0) opposed.

b. **Action:** 530 S. Rose Street, Kalamazoo, MI

- i. Updated Project Application Part II

Director Wenzel motioned to approve item 7bi, contingent upon the payment of a \$2,500.00 application fee, while authorizing staff to draft a Grant Repayment Agreement (GRA) and Memo of Understanding (MOU) with the City of Kalamazoo BRA, to be signed by the Developer. Director Carew seconded, a roll call vote was taken, the motion carried with four (4) yes and none (0) opposed.

c. **Action:** YWCA Grant Repayment Agreement

Director Wenzel moved to approve item 7c as presented, authorizing the Chair to sign the agreement. Director Lutz seconded. None opposed, motion carried.

d. **Action:** The Mill at Vicksburg Development & Reimbursement Agreement
Director Carew moved to approve item 7d as presented, authorizing the Chair to sign the agreement. Director Wenzel seconded. None opposed, motion carried.

e. **Discussion:** Fishbeck

i. General Environmental Memo & Cost Billing Summary

ii. EPA Grant Memo & Cost Billing Summary

Fishbeck consultants presented the reports and updates.

f. **Action:** 2024 Regular Meeting Calendar

Director Wenzel moved to approve item 7f, contingent upon changing the January Regular meeting date to the 18th, Director Lutz seconded. None opposed, motion carried.

g. **Discussion/Action:** 2024 Committee Meeting Calendar

Director Wenzel moved to approve item 7g, contingent upon changing the meeting location to the same as item 7f, Director Carew seconded. None opposed, motion carried.

h. **Action:** Internal Communications Expense FY 2024 Payment Authorization

i. Approval All quarter for Fiscal Year 2024 (Estimated \$2,358.00 total)

Director Lutz moved to approve item 7hi, as presented, Director Wenzel seconded. None opposed, motion carried.

i. **Action:** 2022 Tax Increment Revenue, Return to Taxing Jurisdictions

i. \$1,018,906.22 Stryker State (\$412,452.81 SET & \$606,453.41 School Op)

ii. \$3,966.47 RAI Jets Capture Complete (\$955.89 Local & \$3,010.58 State)

Director Carew moved to approve item 7i i and 7i ii, Director Wenzel seconded. None opposed, motion carried.

8. Financial Reports

a. **Discussion:** Fund 243 Report and Fund 242 Summary

Staff presented financial reports.

9. Staff Report/Updates

a. KCBRA Annual Report

b. Pending Midlink Development Agreement Amendment #3 w/ Schupan

c. Pending IPUSA Reassignment of Development Agreement

d. EGLE PFAS Summit

Staff presented updates and did not attend the PFAS Summit.

10. Committees - times dates and places

a. Land Bank Report – next meeting, Thursday, January 11th, 2023, at 8:30 a.m.

b. Committee of the Whole – next meeting, Thursday January 11th, 2024, at 3:00 p.m.

11. Other **None.**

12. Board Member Comments **None.**

13. Adjournment **Director Lutz moved to adjourn at 5:01 p.m. Carew seconded, meeting adjourned.**

Next Meeting: Thursday, January 25th, 2024, at 3:00 p.m.

The next meeting date was changed to January 18th, 2024, at 3:00 p.m. see item 7f.

Room 207a, County Admin Bldg - Or alternatively, held electronically or via teleconference. Please see the KCBRA website at www.kalcountybrownfield.com for electronic meeting notice and instructions

BOARD MEMBERS:

PLEASE CALL 384-8305 OR EMAIL MRWALT@KALCOUNTY.COM
IF YOU ARE UNABLE TO ATTEND THE MEETING

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Macy Rose Walters
Brownfield Redevelopment Administrator
Kalamazoo County Government
201 West Kalamazoo Avenue
Kalamazoo, MI 49007

TELEPHONE: (269) 384-8305



Planning & Development Department
 201 West Kalamazoo Avenue, Rm. 207 • Kalamazoo, Michigan 49007
 Phone: (269) 384-8112 • Email: RGROV@kalcounty.com

INTER-OFFICE INVOICE

| |
|---|
| BILL TO |
| Kalamazoo County Brownfield Redevelopment Authority c/o County Planning Dept. 201 W. Kalamazoo Avenue Kalamazoo, MI 49007 |

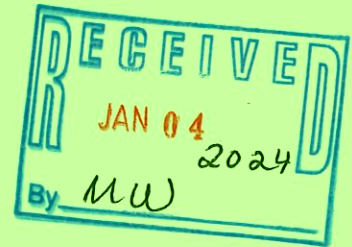
Invoice

| | |
|------------|------------|
| invoice No | BRA-4-2023 |
|------------|------------|

| | |
|-------------|-----------------|
| DATE | DUE DATE |
| 01/17/24 | -- |

| DATE | DESCRIPTION | Cost | Qty | AMOUNT |
|--------------|--|----------------------|-----|------------------|
| 01/17/24 | 2023 BRA administration hours - Q4 County Pay Periods 21-26 9/23/2023 - 12/29/2023 Macy Walters (243-700-20-70300-70500 Salaries, Others) (420 hrs - 7 hrs for EGLE G/L= 413) Fringe Benefits 42.9% (243-000-710.00) | 13,529.88 | 1 | 13,529.88 |
| | | 5,804.32 | 1 | 5,804.32 |
| | Rachael Grover (243-700-20-70300-70400 Salary Director) (16 hours - 1 EGLE G/L = 15) Fringe Benefits 42.9% (243-000-710.00) | 773.25 | 1 | 773.25 |
| | | 331.72 | 1 | 331.72 |
| THANK YOU! 😊 | | TOTAL ---> | | 20,439.17 |

VARNUM



BRIDGEWATER PLACE | POST OFFICE BOX 352
 GRAND RAPIDS, MICHIGAN 49501-0352

EIN 38-1294924 | TELEPHONE 616 / 336-6000 | FAX 616 / 336-7000
 FLSCHUBKEGEL@VARNUMLAW.COM

DIRECT DIAL 269 / 553-3514

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Kalamazoo County Brownfield Redevelopment Authority
 Michael Grover
 Kalamazoo County Government
 100 West Kalamazoo Avenue
 Kalamazoo, MI 49007

LEC

RE: IPUSA PAVILION 1, LLC
 Matter Number: 379640
 Invoice Number: 1324349
 Invoice Date: December 20, 2023

Date

11/

LEGAL SERVICES RENDERED

| Hours | Description/Services Rendered By | Amount |
|-------|--|--------|
| 1.60 | Draft and revise Consent to Assignment of land bank payments. Elliott M. Berlin | 496.00 |

TOT
 Prev

TOTAL LEGAL SERVICES \$ 496.00

TOT

TOTAL THIS INVOICE \$ 496.00
 Previous Balance as of 12/20/23 \$ 403.00

TOTAL PAYMENT DUE \$ 899.00

| Time Summary | Avg. Rate | Hours | Amount |
|-------------------|-----------|-------|----------|
| Elliott M. Berlin | 310.00 | 1.60 | \$496.00 |
| TOTALS | | 1.60 | \$496.00 |



Payment Options

Remit Wire/ACH payments to Acct: 100094457 ABA: 072413829
 Remit checks to: 1515 Arboretum Drive, SE, Grand Rapids, Michigan 49546
 Remittance Advice: accounts.receivable@fishbeck.com
 616.575.3824
 Federal I.D. No. 38-1841857 | Incorporated

Attention: Macy Walters
Kalamazoo County Brownfield Redevelopment Authority
201 West Kalamazoo Avenue
Kalamazoo, MI 49008
United States

Invoice : 432686
Invoice Date : 1/9/2024
Project : 230454
Project Name : KCBRA/W.O. 2023-1 Gen Environmental Review
Bill Term : BT1

For Professional Services Rendered Through 12/31/2023

| | | <u>Billings</u> | | | | |
|--|--------|-----------------|------------------|----------------|-----------------|------------------------|
| | | <u>Fee</u> | <u>Available</u> | <u>To Date</u> | <u>Previous</u> | <u>Current</u> |
| GR - General Review | | 14,000.00 | 2,428.19 | 11,936.81 | 11,571.81 | 365.00 |
| <i>Rate Labor</i> | 365.00 | | | | | |
| CAS - Contractual Administrative Support | | 6,000.00 | 5,396.25 | 1,283.25 | 603.75 | 679.50 |
| <i>Rate Labor</i> | 679.50 | | | | | |
| Current Billings | | | | | | <u>1,044.50</u> |
| Amount Due This Bill | | | | | | <u><u>1,044.50</u></u> |

Total Fee : 20,000.00
To Date Billings : 13,220.06
Total Remaining : 6,779.94

GR - General Review**Rate Labor**

| <i>Class / Employee</i> | <i>Hours</i> | <i>Rate</i> | <i>Amount</i> |
|---|--------------|-------------|---------------|
| Senior Geologist | | | |
| Therese Searles | 1.50 | 105.0000 | 157.50 |
| Senior Hydrogeologist | | | |
| Jeffrey Hawkins | 0.25 | 150.0000 | 37.50 |
| Staff Environmental Specialist | | | |
| Logan Mulholland | 2.00 | 85.0000 | 170.00 |
| Total Rate Labor | | | 365.00 |
| Total Bill Task: GR - General Review | | | 365.00 |

CAS - Contractual Administrative Support**Rate Labor**

| <i>Class / Employee</i> | <i>Hours</i> | <i>Rate</i> | <i>Amount</i> |
|--|--------------|-------------|---------------|
| Production Support | | | |
| Shelbey Senkewitz | 1.25 | 70.0000 | 87.50 |
| Senior Hydrogeologist | | | |
| Erik Peterson | 5.00 | 115.0000 | 575.00 |
| Staff Engineering Specialist | | | |
| Audrey Havens | 0.25 | 68.0000 | 17.00 |
| Total Rate Labor | | | 679.50 |
| Total Bill Task: CAS - Contractual Administrative Support | | | 679.50 |

Total Project: 230454 - KCBRA/W.O. 2023-1 Gen Environmental Review

1,044.50



Planning & Development Department
 201 West Kalamazoo Avenue, Rm. 207 • Kalamazoo, Michigan 49007
 Phone: (269) 384-8112 • Email: RAGROV@kalcounty.com

INTER-OFFICE INVOICE

| |
|---|
| BILL TO |
| Kalamazoo County Brownfield Redevelopment Authority c/o County Planning Dept. 201 W. Kalamazoo Avenue Kalamazoo, MI 49007 |

Invoice

| | |
|-------------|------------------------|
| Invoice No. | BRA-EGLE GL Q1 2024 |
|-------------|------------------------|

| | |
|-------------|-----------------|
| DATE | DUE DATE |
| 01/17/24 | -- |

| DATE | DESCRIPTION | Cost | Qty | AMOUNT |
|----------|---|--------|-----|--------|
| 01/17/24 | 2023 BRA EGLE Mill Grant and Loan admin. hours County Pay Periods 21-26 9/23/23 - 12/29/23 | | | |
| | BRA (BRA70390-L-99200-00001 Loan Admin Expense) | | | |
| | Macy Walters Loan (7 hours) | 229.32 | 1 | 229.32 |
| | Fringe Benefits 42.9% | 98.38 | 1 | 98.38 |
| | Rachael Grover Loan (0 hours) | - | 1 | - |
| | Fringe Benefits 42.9% | - | 1 | - |
| | BRA (BRA70391-G-99200-00001 Grant Admin Expense) | | | |
| | Macy Walters Grant (2 hours) | 65.52 | 1 | 65.52 |
| | Fringe Benefits 42.9% | 28.11 | 1 | 28.11 |
| | Rachael Grover Grant (1 hours) | 51.55 | 1 | 51.55 |
| | Fringe Benefits 42.9% | 22.11 | 1 | 22.11 |

THANK YOU! 😊

| | |
|----------------------|------------------|
| TOTAL ---> | \$ 494.99 |
|----------------------|------------------|

VARNUM

BRIDGEWATER PLACE | POST OFFICE BOX 352
GRAND RAPIDS, MICHIGAN 49501-0352

EIN 38-1294924 | TELEPHONE 616 / 336-6000 | FAX 616 / 336-7000
FLSCHUBKEGEL@VARNUMLAW.COM

FRED SCHUBKEGEL

DIRECT DIAL 269 / 553-3514

KALAMAZOO COUNTY DEPARTMENT OF PLANNING AND
COMMUNITY DEVELOPMENT
and Community Development
Attn: Ms. Rachael Grover
201 W. Kalamazoo Avenue
Kalamazoo, MI 49007

RE: PAPER CITY DEVELOPMENT, LLC
Matter Number: 353061
Invoice Number: 1304057
Invoice Date: June 6, 2023

LEGAL SERVICES RENDERED

| <u>Date</u> | <u>Hours</u> | <u>Description/Services Rendered By</u> |
|-------------|--------------|---|
| 04/11/23 | 0.50 | Review Reimbursement Agreement. Elliott M. Berlin |
| 04/25/23 | 0.20 | Correspondence re Development Agreement. Elliott M. Berlin |
| 04/25/23 | 0.30 | Internal work session and document review to prepare for call with KCBRA team related to open issues in Development Agreement. Fred Schubkegel |
| 04/26/23 | 1.20 | Review Paper City Development Agreement. Correspondence with M. Walters and R. Grover re same. Elliott M. Berlin |
| 04/26/23 | 0.50 | Prepare for and participate in call with KCBRA team. Related follow-up. Fred Schubkegel |
| 04/27/23 | 1.00 | Correspondence with S. Sielatycki re Development Agreement. Elliott M. Berlin |

TOTAL THIS INVOICE \$ 1,147.00
Previous Balance as of 06/06/23 \$ 0.00

TOTAL PAYMENT DUE \$ 1,147.00

| <u>Time Summary</u> | <u>Avg. Rate</u> | <u>Hours</u> | <u>Amount</u> |
|---------------------|------------------|--------------|---------------|
| Elliott M. Berlin | 310.00 | 2.90 | \$899.00 |
| Fred Schubkegel | 310.00 | 0.80 | \$248.00 |
| Time Summary | Avg. Rate | Hours | Amount |
| TOTALS | | 3.70 | \$1,147.00 |

VARNUM

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GRAND RAPIDS, MICHIGAN 49501-0352

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DIRECT DIAL 269 / 553-3514

KALAMAZOO COUNTY DEPARTMENT OF PLANNING AND
COMMUNITY DEVELOPMENT
and Community Development
Attn: Ms. Rachael Grover
201 W. Kalamazoo Avenue
Kalamazoo, MI 49007

RE: PAPER CITY DEVELOPMENT, LLC
Matter Number: 353061
Invoice Number: 1306567
Invoice Date: June 27, 2023

LEGAL SERVICES RENDERED

| <u>Date</u> | <u>Hours</u> | <u>Description/Services Rendered By</u> | | |
|--|--------------|---|--------------|------------------------|
| 05/02/23 | 0.30 | Review correspondence re Reimbursement Agreement. Elliott M. Berlin | | |
| 05/03/23 | 0.40 | Internal work session on revised documents/open issues with developer, EGLE. Fred Schubkegel | | |
| 05/15/23 | 2.20 | Email and video conference with M. Waters, R. Grover, MEDC and Developer re Development Agreement. Elliott M. Berlin | | |
| 05/15/23 | 1.50 | Teams meeting with MDEQ representatives, developer team, KCBRA representatives re open issues and changes to agreements. Related preparation, follow up and internal work sessions. Internal work session on Board conflict issues and disclosure of interest document. Fred Schubkegel | | |
| TOTAL LEGAL SERVICES | | | | <u>1,364.00</u> |
| TOTAL THIS INVOICE | | | \$ | 1,364.00 |
| Previous Balance as of 06/27/23 | | | \$ | 1,147.00 |
| TOTAL PAYMENT DUE | | | \$ | <u>2,511.00</u> |
| Time Summary | | Avg. Rate | Hours | Amount |
| Elliott M. Berlin | | 310.00 | 2.50 | \$775.00 |
| Fred Schubkegel | | 310.00 | 1.90 | \$589.00 |
| TOTALS | | | | \$1,364.00 |

VARNUM

BRIDGEWATER PLACE | POST OFFICE BOX 352
GRAND RAPIDS, MICHIGAN 49501-0352

EIN 38-1294924 | TELEPHONE 616 / 336-6000 | FAX 616 / 336-7000
FLSCHUBKEGEL@VARNUMLAW.COM

FRED SCHUBKEGEL

DIRECT DIAL 269 / 553-3514

KALAMAZOO COUNTY DEPARTMENT OF PLANNING AND
COMMUNITY DEVELOPMENT
and Community Development
Attn: Ms. Rachael Grover
201 W. Kalamazoo Avenue
Kalamazoo, MI 49007

RE: PAPER CITY DEVELOPMENT, LLC
Matter Number: 353061
Invoice Number: 1315147
Invoice Date: September 19, 2023

LEGAL SERVICES RENDERED

| <u>Date</u> | <u>Hours</u> | <u>Description/Services Rendered By</u> |
|-------------|--------------|--|
| 08/10/23 | 0.30 | Correspondence re open issues in Development Agreement. Elliott M. Berlin |

| | |
|----------------------|-------|
| TOTAL LEGAL SERVICES | 93.00 |
|----------------------|-------|

| | |
|--|--------------------|
| TOTAL THIS INVOICE | \$ 93.00 |
| Previous Balance as of 09/19/23 | \$ 2,511.00 |

| | |
|--------------------------|--------------------|
| TOTAL PAYMENT DUE | \$ 2,604.00 |
|--------------------------|--------------------|

| <u>Time Summary</u> | <u>Avg. Rate</u> | <u>Hours</u> | <u>Amount</u> |
|---------------------|------------------|--------------|---------------|
| Elliott M. Berlin | 310.00 | 0.30 | \$93.00 |
| TOTALS | | 0.30 | \$93.00 |

VARNUM

BRIDGEWATER PLACE | POST OFFICE BOX 352
GRAND RAPIDS, MICHIGAN 49501-0352

EIN 38-1294924 | TELEPHONE 616 / 336-6000 | FAX 616 / 336-7000
FLSCHUBKEGEL@VARNUMLAW.COM

FRED SCHUBKEGEL

DIRECT DIAL 269 / 553-3514

KALAMAZOO COUNTY DEPARTMENT OF PLANNING AND
COMMUNITY DEVELOPMENT
and Community Development
Attn: Ms. Rachael Grover
201 W. Kalamazoo Avenue
Kalamazoo, MI 49007

RE: PAPER CITY DEVELOPMENT, LLC
Matter Number: 353061
Invoice Number: 1320977
Invoice Date: November 14, 2023

LEGAL SERVICES RENDERED

| <u>Date</u> | <u>Hours</u> | <u>Description/Services Rendered By</u> |
|-------------|--------------|--|
| 10/04/23 | 0.60 | Video conference re revisions to Development Agreement. Elliott M. Berlin |

| | |
|----------------------|--------|
| TOTAL LEGAL SERVICES | 186.00 |
|----------------------|--------|

| | |
|--|--------------------|
| TOTAL THIS INVOICE | \$ 186.00 |
| Previous Balance as of 11/14/23 | \$ 2,604.00 |

| | |
|--------------------------|--------------------|
| TOTAL PAYMENT DUE | \$ 2,790.00 |
|--------------------------|--------------------|

| <u>Time Summary</u> | <u>Avg. Rate</u> | <u>Hours</u> | <u>Amount</u> |
|---------------------|------------------|--------------|---------------|
| Elliott M. Berlin | 310.00 | 0.60 | \$186.00 |
| TOTALS | | 0.60 | \$186.00 |

**MICHIGAN
BROWNFIELD
REDEVELOPMENT
PROGRAM**

**BROWNFIELD REDEVELOPMENT PROGRAM
GRANT AND LOAN QUARTERLY REPORT
AND PAYMENT REQUEST FORM**

517-284-5169, DEQBrownfields@Michigan.gov

The following information is required to receive payment for incurred costs. This form should be separately completed for both grant and loan projects. ALL PAGES OF THE FORM MUST BE PROVIDED QUARTERLY WHETHER OR NOT WORK WAS COMPLETED AND REIMBURSEMENT IS REQUESTED. Fields that are calculated by the form are shown in brown.

PROJECT DETAILS

| | | | |
|---|--------------------------|---|-----------------------------------|
| Grantee / Borrower Name: <i>Kalamazoo County Brownfield Redevelopment Authority</i> | | <input checked="" type="radio"/> Grant Report | <input type="radio"/> Loan Report |
| Project Name: <i>Paper City Development, LLC</i> | | Tracking Code: <i>2018-1323</i> | Request #: <i>24</i> |
| Purchase Order Number: | | Location Code: <i>6705</i> | |
| Dates of Reporting: Begin: <i>Oct 1, 2023</i> | End: <i>Dec 31, 2023</i> | Quarter: <i>1 (Oct-Dec)</i> | Fiscal Year: <i>2024</i> |
| Name of Contact Person: <i>Ken Peregón</i> | | Contract Expires On: <i>Oct 8, 2023</i> | |
| Title of Contact Person: <i>Chairperson, KCBRA</i> | | Phone Number: <i>+1 (269) 384-8305</i> | |
| Remittance Address: <i>201 West Kalamazoo Avenue</i> | | | |
| City: <i>Kalamazoo</i> | State: <i>Michigan</i> | Zip Code: <i>49007</i> | |

EXPENDITURES

List all expenditures for the quarter and attach invoices from contractors and subcontractors

| Invoice Number | Invoice Date | Vendor | Task Number (refer to approved work plan) | Amount | Proof of Payment (list check number or other reference) |
|-------------------------|---------------------|--|--|-----------------|---|
| <i>2266</i> | <i>1/10/2024</i> | <i>Phillips Environmental Consulting</i> | <i>Task 6E</i> | <i>\$650.00</i> | <i>Pending</i> |
| <i>BRA-EGLE-Q1G2024</i> | <i>Jan 17, 2024</i> | <i>Kalamazoo County Planning Dept</i> | <i>Task 6E</i> | <i>\$167.29</i> | <i>Pending</i> |
| TOTAL: | | | | \$817.29 | |

PROGRESS REPORT

| Task Number | Work plan Budget Approved to Date | Invoiced This Quarter | Invoiced to Date | Activity this quarter (include progress made, status, budget, concerns, and/or problems encountered) |
|--|-----------------------------------|-----------------------|---------------------|---|
| <i>1. Assessment and Investigation</i> | <i>\$387,892.00</i> | <i>\$0.00</i> | <i>\$387,891.94</i> | <i>N/A</i> |
| <i>2. Due Care</i> | <i>\$0.00</i> | <i>\$0.00</i> | <i>\$0.00</i> | <i>N/A</i> |
| <i>3. Demolition</i> | <i>\$0.00</i> | <i>\$0.00</i> | <i>\$0.00</i> | <i>N/A</i> |
| <i>4. 3rd Party Oversight</i> | <i>\$0.00</i> | <i>\$0.00</i> | <i>\$0.00</i> | <i>N/A</i> |
| <i>5. Grant Administration</i> | <i>\$11,000.00</i> | <i>\$0.00</i> | <i>\$10,934.61</i> | <i>N/A</i> |
| <i>6A. 3rd party Oversight</i> | <i>\$13,208.00</i> | <i>\$0.00</i> | <i>\$13,107.50</i> | <i>N/A</i> |

Brownfield Redevelopment Grant and Loan Quarterly Report and Payment Request

Project Name: **Paper City Development, LLC** Report #: **24** Fiscal Year: **2024** Quarter: **1 (Oct-Dec)**

| Task Number | Work plan Budget Approved to Date | Invoiced This Quarter | Invoiced to Date | Activity this quarter (include progress made, status, budget, concerns, and/or problems encountered) |
|---|-----------------------------------|-----------------------|---------------------|--|
| 6B PFAS Soil Assess. for Waste Mgt. | \$16,000.00 | \$0.00 | \$15,583.67 | N/A |
| 6C. Grant Work Plan Prep | \$1,200.00 | \$0.00 | \$1,200.00 | N/A |
| 6D. Well Abandonment for Due Care | \$15,200.00 | \$0.00 | \$14,713.27 | N/A |
| 6E. Contingency Professional Services/ Report Writing | \$5,500.00 | \$817.29 | \$4,221.71 | Admin costs, use of contingency funds, grant close out preparation activities. |
| TOTALS: | \$450,000.00 | \$817.29 | \$447,652.70 | |

Describe proposed activity next quarter including proposed date to complete.
 The field below will expand as you type. If additional room is desired, please attach additional sheets to this form.
 Complete final documentation all tasks completed under the Grant and grant close-out documents prior to June 30, 2023.

LOAN AWARDS INTEREST EARNED

LOAN REPORTS ONLY: Interest earned on loan funds disbursed shall be reported in each quarterly progress report with supporting documentation. Please check the box below that corresponds to the appropriate statement regarding disbursed loan funds. If you cannot select one of the options below, please select "Loan Report" from the top of Page 1.

- Our interest statement is attached.
- Our loan disbursement is not in an interest-bearing account.

STATEMENT OF REVIEW AND APPROVAL

BY SUBMITTING THIS QUARTERLY REPORT AND CHECKING THE BOX BELOW, THE GRANTEE / BORROWER AND THE REPORT SUBMMITTER (IF DIFFERENT) CERTIFY THAT ALL WORK PERFORMED AND THE ASSOCIATED EXPENDITURES CONTAINED WITHIN THE REPORT ARE TRUE. THE GRANTEE / BORROWER ACKNOWLEDGES THAT FALSIFICATION OF RECORDS MAY RESULT IN THE TERMINATION OF THE GRANT / LOAN CONTRACT AND OTHER APPROPRIATE LEGAL REMEDIES.

By checking this box, I, the grantee / borrower, verify that I have reviewed and approve the submitted invoices and progress report.

Please type name of individual checking the above statement:

Please email the completed form and all supporting documentation to your Brownfield Grant and Loan Coordinator and to DEQBrownfields@Michigan.gov

Note: In order for the submittal to be considered complete and in compliance with the contract:

Copies of all contractor and subcontractor invoices must be attached. For Loan projects, a bank statement showing the balance of the loan funds and interest earned (if any) must also be attached.

All parts of this form must be completed and submitted quarterly whether or not there have been expenditures.



**Phillips Environmental
Consulting Services. Inc.**

201 North Michigan Avenue
Vicksburg, MI 49097

Invoice

| DATE | INVOICE # |
|-----------|-----------|
| 1/10/2024 | 2266 |

BILL TO

Paper City Development
101 South Main Street
Vicksburg, MI 49097

| | | PROJECT | | |
|------------------------------------|---|------------------------|--------|-----------------|
| | | 1046A - Vicksburg Mill | | |
| DATE | DESCRIPTION | QUANTITY | RATE | AMOUNT |
| 10/1/2023 | Prepare 4Q2023 grant quarterly report and send to County. | 0.5 | 130.00 | 65.00 |
| 10/10/2023 | Monthly call with County and EGLE. Review grant closeout status. | 0.25 | 130.00 | 32.50 |
| 11/8/2023 | Prepare and send grant associated lien waivers to the County. | 0.5 | 130.00 | 65.00 |
| 11/14/2023 | Monthly update call with County and EGLE. Review grant closeout status. | 0.25 | 130.00 | 32.50 |
| 11/15/2023 | Call with Douglas Koop regarding Direct Contact Investigation. | 0.25 | 130.00 | 32.50 |
| 12/12/2023 | Monthly call with County and EGLE. Review Grant Closeout status. | 0.5 | 130.00 | 65.00 |
| 12/19/2023 | Review approval of grant 4Q 2023 report and updated spreadsheet. Review and provide comments on the grant quarterly report. | 2.75 | 130.00 | 357.50 |
| Grant Contingency - Administration | | Total | | \$650.00 |

| |
|--------------|
| Phone # |
| 269-501-5079 |

| | |
|--------------------|-----------------|
| Balance Due | \$650.00 |
|--------------------|-----------------|

The Mill @ Vicksburg Grant Administration Project # 2018-1323

| Date | Time (hours) | Quarter 1 (State FY2024) Description | Staff (#) | Rate (\$) | Fringe (%) | Total Cost | Fiscal Quarter |
|--------------------|---------------------|--|-----------------------------------|------------------|-------------------|-------------------|-----------------------|
| 10/2/2023 | 1 | FY23Q4 Grant Report Prep - Macy Walters | 1 | 32.76 | 42.9 | \$ 46.81 | 1 |
| 10/2/2023 | 1 | Proof of Payment & Summary review - Macy Walters | 1 | 32.76 | 42.9 | \$ 46.81 | 1 |
| 10/2/2023 | 1 | Payment Review & Summary Review - Rachael Grover | 1 | 51.55 | 42.9 | \$ 73.66 | 1 |
| Total hours | | 3 | Total Q1 Grant Admin costs | | | \$167.29 | |

Walters 2

Grover 1

The following information is required to receive payment for incurred costs. This form should be separately completed for both grant and loan projects. ALL PAGES OF THE FORM MUST BE PROVIDED QUARTERLY WHETHER OR NOT WORK WAS COMPLETED AND REIMBURSEMENT IS REQUESTED. Fields that are calculated by the form are shown in brown.

PROJECT DETAILS

Grantee / Borrower Name: *Kalamazoo County Brownfield Redevelopment Authority* Grant Report Loan Report

Project Name: *Paper City Development, LLC* Tracking Code: *2018-1323* Request #: *N/A*

Purchase Order Number: Location Code: *6705*

Dates of Reporting: Begin: *Oct 1, 2023* End: *Dec 31, 2023* Quarter: *1 (Oct-Dec)* Fiscal Year: *2024*

Name of Contact Person: *Ken Peregón* Contract Expires On: *Oct 8, 2025*

Title of Contact Person: *Chairperson, KCBRA* Phone Number: *+1 (269) 384-8305*

Remittance Address: *201 West Kalamazoo Avenue*

City: *Kalamazoo* State: *Michigan* Zip Code: *49007*

EXPENDITURES

List all expenditures for the quarter and attach invoices from contractors and subcontractors

| Invoice Number | Invoice Date | Vendor | Task Number (refer to approved work plan) | Amount | Proof of Payment (list check number or other reference) |
|---|----------------------|-------------------------------|---|-----------------|---|
| <i>BRA-EGLE GL Q1 2024 2267</i> | <i>Jan 17, 2024</i> | <i>Kalamazoo County</i> | <i>Task 5</i> | <i>\$327.70</i> | <i>Pending</i> |
| | <i>Jan. 10, 2024</i> | <i>Phillips Environmental</i> | <i>Task 5</i> | <i>\$292.50</i> | <i>Pending</i> |
| TOTAL: | | | | \$620.20 | |

PROGRESS REPORT

| Task Number | Work plan Budget Approved to Date | Invoiced This Quarter | Invoiced to Date | Activity this quarter (include progress made, status, budget, concerns, and/or problems encountered) |
|--|-----------------------------------|-----------------------|---------------------|--|
| <i>1. Assessment and Investigation</i> | <i>\$0.00</i> | <i>\$0.00</i> | <i>\$0.00</i> | <i>N/A</i> |
| <i>2. Due Care</i> | <i>\$755,617.00</i> | <i>\$0.00</i> | <i>\$376,954.97</i> | <i>N/A</i> |
| <i>3. Demolition</i> | <i>\$407,590.00</i> | <i>\$0.00</i> | <i>\$392,435.72</i> | <i>N/A</i> |
| <i>4. 3rd Party Oversight</i> | <i>\$40,000.00</i> | <i>\$0.00</i> | <i>\$9,732.50</i> | <i>N/A</i> |
| <i>5. Loan Administration</i> | <i>\$37,500.00</i> | <i>\$620.20</i> | <i>\$11,249.54</i> | <i>Administration</i> |
| <i>6. Contingency</i> | <i>\$0.00</i> | <i>\$0.00</i> | <i>\$0.00</i> | <i>N/A</i> |
| TOTALS: | \$1,240,707.00 | \$620.20 | \$790,372.73 | |

Brownfield Redevelopment Grant and Loan Quarterly Report and Payment Request

Project Name: **Paper City Development, LLC** Report #: **N/A** Fiscal Year: **2024** Quarter: **1 (Oct-Dec)**

Describe proposed activity next quarter including proposed date to complete.
The field below will expand as you type. If additional room is desired, please attach additional sheets to this form.
Continue Due Care Planning and Documentation for next phase of redevelopment.

LOAN AWARDS INTEREST EARNED

LOAN REPORTS ONLY: Interest earned on loan funds disbursed shall be reported in each quarterly progress report with supporting documentation. Please check the box below that corresponds to the appropriate statement regarding disbursed loan funds. If you cannot select one of the options below, please select "Loan Report" from the top of Page 1.

- Our interest statement is attached.
- Our loan disbursement is not in an interest-bearing account.

STATEMENT OF REVIEW AND APPROVAL

BY SUBMITTING THIS QUARTERLY REPORT AND CHECKING THE BOX BELOW, THE GRANTEE / BORROWER AND THE REPORT SUBMMITTER (IF DIFFERENT) CERTIFY THAT ALL WORK PERFORMED AND THE ASSOCIATED EXPENDITURES CONTAINED WITHIN THE REPORT ARE TRUE. THE GRANTEE / BORROWER ACKNOWLEDGES THAT FALSIFICATION OF RECORDS MAY RESULT IN THE TERMINATION OF THE GRANT / LOAN CONTRACT AND OTHER APPROPRIATE LEGAL REMEDIES.

- By checking this box, I, the grantee / borrower, verify that I have reviewed and approve the submitted invoices and progress report.

Please type name of individual checking the above statement:

Please email the completed form and all supporting documentation to your Brownfield Grant and Loan Coordinator and to DEQBrownfields@Michigan.gov

Note: In order for the submittal to be considered complete and in compliance with the contract:

Copies of all contractor and subcontractor invoices must be attached. For Loan projects, a bank statement showing the balance of the loan funds and interest earned (if any) must also be attached.

All parts of this form must be completed and submitted quarterly whether or not there have been expenditures.

The Mill @ Vicksburg Loan Administration Project # 2018-1323

| Date | Time (hours) | Quarter 1 (State FY2024) Description | Staff (#) | Rate (\$) | Fringe (%) | Total Cost | Fiscal Quarter |
|--------------------|---------------------|---|----------------------------------|------------------|-------------------|-------------------|-----------------------|
| 10/10/2023 | 1 | Meeting with EGLE - Macy Walters | 1 | 32.76 | 42.9 | \$ 46.81 | 1 |
| 10/20/2023 | 1 | FY23Q4 Loan Report Prep - Macy Walters | 1 | 32.76 | 42.9 | \$ 46.81 | 1 |
| 11/2/2023 | 2 | Interest Calculations & Meeting Prep - Macy Walters | 1 | 32.76 | 42.9 | \$ 93.63 | 1 |
| 11/14/2023 | 1 | Meeting with EGLE - Macy Walters | 1 | 32.76 | 42.9 | \$ 46.81 | 1 |
| 11/18/2023 | 1 | Communications with Mill Consultant - Macy Walters | 1 | 32.76 | 42.9 | \$ 46.81 | 1 |
| 12/12/2023 | 1 | Meeting with EGLE - Macy Walters | 1 | 32.76 | 42.9 | \$ 46.81 | 1 |
| Total hours | | 7 | Total Q1 Loan Admin costs | | | \$327.70 | |

walters 7
 Grover 0

Interest calculations still to be determined, awaiting review of county treasury. Will continue to keep our EGLE Region Coordinator updated.



**Phillips Environmental
Consulting Services. Inc.**

201 North Michigan Avenue
Vicksburg, MI 49097

Invoice

| DATE | INVOICE # |
|-----------|-----------|
| 1/10/2024 | 2267 |

BILL TO

Paper City Development
101 South Main Street
Vicksburg, MI 49097

| | | PROJECT | | |
|---------------------|---|------------------------|--------|----------|
| | | 1046A - Vicksburg Mill | | |
| DATE | DESCRIPTION | QUANTITY | RATE | AMOUNT |
| 10/10/2023 | Prepare and send 4Q2023 Loan Quarterly Report | 0.5 | 130.00 | 65.00 |
| 10/1/2023 | Monthly Meeting with County and EGLE. Project update. | 0.25 | 130.00 | 32.50 |
| 11/8/2023 | Prepare loan associated lien waivers and send to County. | 0.5 | 130.00 | 65.00 |
| 11/14/2023 | Monthly meeting with County and EGLE. Project update. | 0.25 | 130.00 | 32.50 |
| 12/12/2023 | Monthly meeting with County and EGLE. Project update. Obtain and review follow-up materials from Macy and send loan extension information and request for proof of payment to client. | 0.75 | 130.00 | 97.50 |
| Loan Administration | | Total | | \$292.50 |

| |
|--------------|
| Phone # |
| 269-501-5079 |

| | |
|--------------------|----------|
| Balance Due | \$292.50 |
|--------------------|----------|

**Payment Options**

Remit Wire/ACH payments to Acct: 100094457 ABA: 072413829
 Remit checks to: 1515 Arboretum Drive, SE, Grand Rapids, Michigan 49546
 Remittance Advice: accounts.receivable@fishbeck.com
 616.575.3824
 Federal I.D. No. 38-1841857 | Incorporated

Attention: Macy Walters
Kalamazoo County Brownfield Redevelopment Authority
201 West Kalamazoo Avenue
Kalamazoo, MI 49008
United States

Invoice : 432668
Invoice Date : 1/8/2024
Project : 231417
Project Name : KCBRA/YWCA, 550 S. Riverview Dr.
 City of Parchment
Bill Term : BT1

For Professional Services Rendered Through 12/31/2023

Contract : MIDeal
Contract Name : MIDeal Contracts

| | Fee | Available | Billings | | |
|---|-----------|-----------|-----------------------------|----------|-----------------|
| | | | To Date | Previous | Current |
| HASP/SAP/PM - Eligibility / HASP /SAP /Project Management | 882.23 | 0.00 | 882.23 | 882.23 | 0.00 |
| PFE - PFE Testing | 5,250.00 | 629.24 | 5,139.70 | 4,620.76 | 518.94 |
| <i>Rate Labor</i> | 518.94 | | | | |
| VMS Design - VMS Design | 15,000.00 | 8,918.12 | 7,420.34 | 6,081.88 | 1,338.46 |
| <i>Rate Labor</i> | 1,338.46 | | | | |
| | | | Current Billings | | 1,857.40 |
| | | | Amount Due This Bill | | <u>1,857.40</u> |

Total Fee : 21,132.23
To Date Billings : 13,442.27
Total Remaining : 7,689.96

PFE - PFE Testing

Rate Labor

| <i>Class / Employee</i> | <i>Date</i> | <i>Hours</i> | <i>Rate</i> | <i>Amount</i> |
|---|---|--------------|-------------|---------------|
| Senior Hydrogeologist | | | | |
| Paul French | 12/11/2023 | 3.00 | 122.1000 | 366.30 |
| | Review Bid Specs - Bid Meeting with ASI | | | |
| | 12/12/2023 | 0.25 | 122.1000 | 30.53 |
| | Re forward bid package to JSS | | | |
| | 12/13/2023 | 0.25 | 122.1000 | 30.53 |
| | Bid coordination | | | |
| | 12/14/2023 | 0.25 | 122.1000 | 30.53 |
| | Bid coordination | | | |
| | 12/15/2023 | 0.50 | 122.1000 | 61.05 |
| | Bid coordination | | | |
| | | ----- | | ----- |
| Total Paul French | | 4.25 | | 518.94 |
| Total Senior Hydrogeologist | | ----- | | ----- |
| | | 4.25 | | 518.94 |
| Total Rate Labor | | | | 518.94 |
| Total Bill Task: PFE - PFE Testing | | | | 518.94 |

VMS Design - VMS Design

Rate Labor

| <i>Class / Employee</i> | <i>Date</i> | <i>Hours</i> | <i>Rate</i> | <i>Amount</i> |
|------------------------------------|---|--------------|-------------|---------------|
| Production Support | | | | |
| Shelbey Senkewitz | 12/1/2023 | 2.50 | 60.8900 | 152.23 |
| | Edit/build VMS install bid specs | | | |
| Senior Geologist | | | | |
| Therese Searles | 10/31/2023 | 0.50 | 95.5000 | 47.75 |
| | status update and meeting set up | | | |
| | 11/2/2023 | 0.25 | 95.5000 | 23.88 |
| | 11/3/2023 | 1.50 | 95.5000 | 143.25 |
| | prepare for and attend update mtg | | | |
| | 11/8/2023 | 0.50 | 95.5000 | 47.75 |
| | 11/27/2023 | 0.50 | 95.5000 | 47.75 |
| | 12/4/2023 | 0.50 | 95.5000 | 47.75 |
| | 12/14/2023 | 0.50 | 95.5000 | 47.75 |
| | update discussions | | | |
| | 12/15/2023 | 0.50 | 95.5000 | 47.75 |
| | clean up planning update | | | |
| | | ----- | | ----- |
| Total Therese Searles | | 4.75 | | 453.63 |
| Total Senior Geologist | | ----- | | ----- |
| | | 4.75 | | 453.63 |
| Senior Hydrogeologist | | | | |
| Paul French | 12/1/2023 | 1.50 | 122.1000 | 183.15 |
| | Finalize RFB, contact contractors, submit bids. | | | |
| | 12/4/2023 | 0.50 | 122.1000 | 61.05 |
| | Follow up re bids | | | |
| | 12/18/2023 | 2.50 | 122.1000 | 305.25 |
| | Pre Bid Walk Through w JSS | | | |
| | 12/19/2023 | 0.50 | 122.1000 | 61.05 |
| | Bid questions | | | |
| | 12/22/2023 | 1.00 | 122.1000 | 122.10 |
| | Contact Kzoo Area Building Authority regarding permits, respond to bidder questions | | | |
| | | ----- | | ----- |
| Total Paul French | | 6.00 | | 732.60 |
| Total Senior Hydrogeologist | | ----- | | ----- |
| | | 6.00 | | 732.60 |

VMS Design - VMS Design

Total Rate Labor

1,338.46

Total Bill Task: VMS Design - VMS Design

1,338.46

Total Project: 231417 - KCBRA/YWCA, 550 S. Riverview Dr. City of Parchment

1,857.40

**Payment Options**

Remit Wire/ACH payments to Acct: 100094457 ABA: 072413829
 Remit checks to: 1515 Arboretum Drive, SE, Grand Rapids, Michigan 49546
 Remittance Advice: accounts.receivable@fishbeck.com
 616.575.3824
 Federal I.D. No. 38-1841857 | Incorporated

Attention: Macy Walters
Kalamazoo County Brownfield Redevelopment Authority
201 West Kalamazoo Avenue
Kalamazoo, MI 49008
United States

Invoice : 432667
Invoice Date : 1/8/2024
Project : 231766
Project Name : KCBRA/WO 16-702 W. Michigan Ave.
Bill Term : BT1

For Professional Services Rendered Through 12/31/2023

Contract : MIDeal
Contract Name : MIDeal Contracts

WO #16

| | Fee | Available | Billings | | |
|---|-----------|--------------------------|-----------------------------|----------|-----------------|
| | | | To Date | Previous | Current |
| Elg / PH 1 - Eligibility and Phase I ESA | 4,000.00 | 797.79 | 4,000.00 | 3,202.21 | 798.06 |
| <i>Less Fee Exceeded</i> | | | | | <i>-0.27</i> |
| <i>Rate Labor</i> | | 798.06 | | | |
| HM Inspect - Hazardous Materials Inspection | 7,000.00 | 3,505.90 | 4,558.86 | 3,494.10 | 1,064.76 |
| <i>Rate Labor</i> | | 1,064.76 | | | |
| PH 2 - Phase II ESA | 18,500.00 | 10,382.76 | 16,087.33 | 8,117.24 | 7,970.09 |
| <i>Rate Labor</i> | | 1,514.13 | | | |
| <i>Expenses</i> | | 6,455.96 | | | |
| BEA - BEA /Due Care | 5,500.00 | 5,500.00 | 0.00 | 0.00 | 0.00 |
| BF Eval - Brownfield Evaluation | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 0.00 |
| BF Plan - Brownfield Plan | 6,000.00 | 6,000.00 | 0.00 | 0.00 | 0.00 |
| | | <i>*Max Fee Exceeded</i> | | | |
| | | | Current Billings | | 9,832.64 |
| | | | Amount Due This Bill | | <u>9,832.64</u> |

Elg / PH 1 - Eligibility and Phase I ESA

| Rate Labor <i>Class</i> | <i>Hours</i> | <i>Rate</i> | <i>Amount</i> |
|--|--------------|-------------|---------------|
| Production Support | 1.75 | 60.8900 | 106.56 |
| Senior Environmental Specialist | 3.00 | 146.0000 | 438.00 |
| Staff Engineering Specialist | 0.25 | 68.0000 | 17.00 |
| Staff Hydrogeologist | 2.75 | 86.0000 | 236.50 |
| Total Rate Labor | | | 798.06 |
| Total Bill Task: Elg / PH 1 - Eligibility and Phase I ESA | | | 798.06 |

HM Inspect - Hazardous Materials Inspection

| Rate Labor <i>Class</i> | <i>Hours</i> | <i>Rate</i> | <i>Amount</i> |
|---|--------------|-------------|-----------------|
| Production Support | 1.25 | 60.8900 | 76.11 |
| Senior Geologist | 1.50 | 95.5000 | 143.25 |
| Staff Engineering Specialist | 4.50 | 73.2000 | 329.40 |
| Staff Hydrogeologist | 6.00 | 86.0000 | 516.00 |
| Total Rate Labor | | | 1,064.76 |
| Total Bill Task: HM Inspect - Hazardous Materials Inspection | | | 1,064.76 |

PH 2 - Phase II ESA

| Rate Labor <i>Class</i> | <i>Hours</i> | <i>Rate</i> | <i>Amount</i> | |
|---|--------------|-------------|-------------------|-----------------|
| Senior Environmental Specialist | 1.00 | 146.0000 | 146.00 | |
| Senior Geologist | 1.75 | 95.5000 | 167.13 | |
| Staff Engineering Specialist | 0.50 | 68.0000 | 34.00 | |
| Staff Hydrogeologist | 13.00 | 86.0000 | 1,118.00 | |
| Technician | 0.50 | 98.0000 | 49.00 | |
| Total Rate Labor | | | 1,514.13 | |
| Expenses | | | | |
| <i>Account / Vendor</i> | | <i>Cost</i> | <i>Multiplier</i> | <i>Amount</i> |
| Postage | | | | |
| Worldwide Express | | 29.71 | 1.00 | 29.71 |
| Subconsultant | | | | |
| Merit Laboratories | | 6,426.25 | 1.00 | 6,426.25 |
| Total Expenses | | | | 6,455.96 |
| Total Bill Task: PH 2 - Phase II ESA | | | | 7,970.09 |

Total Project: 231766 - KCBRA/WO 16-702 W. Michigan Ave.

9,832.91



Payment Options

Remit Wire/ACH payments to Acct: 100094457 ABA: 072413829
 Remit checks to: 1515 Arboretum Drive, SE, Grand Rapids, Michigan 49546
 Remittance Advice: accounts.receivable@fishbeck.com
 616.575.3824
 Federal I.D. No. 38-1841857 | Incorporated

Attention: Macy Walters
Kalamazoo County Brownfield Redevelopment Authority
 201 West Kalamazoo Avenue
 Kalamazoo, MI 49008
 United States

Invoice : 432665
Invoice Date : 1/8/2024
Project : E210229
Project Name : KCBRA/FY21 EPA Assessment Grant -W.O. 2 Community Outreach and Programmatic
Bill Term : BT1

For Professional Services Rendered Through 12/31/2023

Contract : MIDeal
Contract Name : MIDeal Contracts

| | Fee | Available | Billings | | |
|---|----------|-----------|----------|-----------------------------|---------------|
| | | | To Date | Previous | Current |
| E210229 - KCBRA/FY21 EPA Assessment Grant -W.O. 2 Community Outreach and Programmatic | 9,300.00 | 3,178.17 | 6,456.08 | 6,121.83 | 334.25 |
| <i>Rate Labor</i> | | 334.25 | | | |
| | | | | Current Billings | 334.25 |
| | | | | Amount Due This Bill | <u>334.25</u> |

Project: E210229 - KCBRA/FY21 EPA Assessment Grant -W.O. 2 Community Outreach and Programmatic **Invoice: 432665**

COMM - Community Outreach & Programmatic

Rate Labor

| <i>Class / Employee</i> | <i>Hours</i> | <i>Rate</i> | <i>Amount</i> |
|-------------------------|--------------|-------------|-------------------------|
| Senior Geologist | | | |
| Therese Searles | 3.50 | 95.5000 | 334.25 |
| | | | Total Rate Labor |
| | | | 334.25 |

Total Project: E210229 - KCBRA/FY21 EPA Assessment Grant -W.O. 2 Community Outreach and Programmatic **334.25**



Payment Options

Remit Wire/ACH payments to Acct: 100094457 ABA: 072413829
 Remit checks to: 1515 Arboretum Drive, SE, Grand Rapids, Michigan 49546
 Remittance Advice: accounts.receivable@fishbeck.com
 616.575.3824
 Federal I.D. No. 38-1841857 | Incorporated

Attention: Macy Walters
Kalamazoo County Brownfield Redevelopment Authority
 201 West Kalamazoo Avenue
 Kalamazoo, MI 49008
 United States

Invoice : 432673
Invoice Date : 1/8/2024
Project : 231419
Project Name : KCBRA/Legacy Senior Living, 730 N. Burdick St. Kalamazoo
Bill Term : BT1

For Professional Services Rendered Through 12/31/2023

Contract : MIDeal
Contract Name : MIDeal Contracts

WO #12

| | Fee | Available | Billings | | |
|--|-----------|-----------|----------|-----------------------------|---------------|
| | | | To Date | Previous | Current |
| 231419 - KCBRA/Legacy Senior Living, 730 N. Burdick St. Kalamazoo | | | | | |
| RAP - Response Activity Plan /Conceptual Site Model | 17,500.00 | 10,449.85 | 7,326.19 | 7,050.15 | 276.04 |
| <i>Rate Labor</i> | | 276.04 | | | |
| Clean - Brownfield Cleanup Planning | 5,000.00 | 2,119.76 | 3,245.72 | 2,880.24 | 365.48 |
| <i>Rate Labor</i> | | 365.48 | | | |
| | | | | | |
| | | | | Current Billings | 641.52 |
| | | | | Amount Due This Bill | <u>641.52</u> |

Total Fee : 22,500.00
To Date Billings : 10,571.91
Total Remaining : 11,928.09

RAP - Response Activity Plan /Conceptual Site Model**Rate Labor**

| <i>Class / Employee</i> | <i>Date</i> | <i>Hours</i> | <i>Rate</i> | <i>Amount</i> |
|---|--|--------------|-------------|---------------|
| Senior Engineer | | | | |
| Alisa Lindsay | 12/4/2023 | 1.25 | 122.1000 | 152.63 |
| | Email re: test pits and req'd cut fill plan, reviewed CSM, updated SOW and cost est to include SPLP. | | | |
| Senior Environmental Specialist | | | | |
| David Stegink | 12/4/2023 | 0.25 | 122.1000 | 30.53 |
| Staff Engineer | | | | |
| Mahta Naziri Saeed | 12/1/2023 | 1.25 | 74.3000 | 92.88 |
| | Proposal Review, Sampling Map Prep | | | |
| Total Rate Labor | | | | 276.04 |
| Total Bill Task: RAP - Response Activity Plan /Conceptual Site Model | | | | 276.04 |

Clean - Brownfield Cleanup Planning**Rate Labor**

| <i>Class / Employee</i> | <i>Date</i> | <i>Hours</i> | <i>Rate</i> | <i>Amount</i> |
|---|--|--------------|-------------|---------------|
| Senior Engineer | | | | |
| Alisa Lindsay | 12/1/2023 | 2.00 | 122.1000 | 244.20 |
| | Cost estimate and finalize EGLE SOW | | | |
| | 12/15/2023 | 0.25 | 122.1000 | 30.53 |
| | Proj update to TS | | | |
| Total Alisa Lindsay | | 2.25 | | 274.73 |
| Total Senior Engineer | | 2.25 | | 274.73 |
| Senior Geologist | | | | |
| Therese Searles | 12/15/2023 | 0.50 | 95.5000 | 47.75 |
| | status update discussions with EDP and Alisa | | | |
| Staff Hydrogeologist | | | | |
| Michael Roberts | 12/4/2023 | 0.50 | 86.0000 | 43.00 |
| Total Rate Labor | | | | 365.48 |
| Total Bill Task: Clean - Brownfield Cleanup Planning | | | | 365.48 |

Total Project: 231419 - KCBRA/Legacy Senior Living, 730 N. Burdick St. Kalamazoo**641.52**

**Payment Options**

Remit Wire/ACH payments to Acct: 100094457 ABA: 072413829
 Remit checks to: 1515 Arboretum Drive, SE, Grand Rapids, Michigan 49546
 Remittance Advice: accounts.receivable@fishbeck.com
 616.575.3824
 Federal I.D. No. 38-1841857 | Incorporated

Attention: Macy Walters
Kalamazoo County Brownfield Redevelopment Authority
 201 West Kalamazoo Avenue
 Kalamazoo, MI 49008
 United States

Invoice : 432672
Invoice Date : 1/8/2024
Project : 231768
Project Name : KCBRA/WO 15 -Urban Exposure Initiative, 1116 Lake Street
Bill Term : BT1

For Professional Services Rendered Through 12/31/2023

Contract : MIDeal
Contract Name : MIDeal Contracts

WO #15

| | Fee | Available | Billings | | |
|---|----------|-----------|-----------------------------|----------|-----------------|
| | | | To Date | Previous | Current |
| Elg/HASP/SAP - Eligibility, HASP, SAP | 1,200.00 | 519.62 | 680.38 | 680.38 | 0.00 |
| HM Inspect - Hazardous Materials Inspection | 6,000.00 | 4,791.19 | 2,280.94 | 1,208.81 | 1,072.13 |
| <i>Rate Labor</i> | | 748.73 | | | |
| <i>Expenses</i> | | 312.00 | | | |
| <i>Unit Multiplier Expense</i> | | 11.40 | | | |
| <i>Total Expense</i> | | 323.40 | | | |
| BF Plan - Brownfield Plan | 6,000.00 | 6,000.00 | 0.00 | 0.00 | 0.00 |
| BF Eval - Brownfield Evaluation | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 0.00 |
| | | | | | |
| | | | Current Billings | | 1,072.13 |
| | | | Amount Due This Bill | | <u>1,072.13</u> |

HM Inspect - Hazardous Materials Inspection

Rate Labor

| <i>Class</i> | <i>Hours</i> | <i>Rate</i> | <i>Amount</i> |
|--------------------------------|--------------|-------------|---------------|
| Senior Geologist | 0.75 | 95.5000 | 71.63 |
| Staff Engineering Specialist | 7.75 | 73.2000 | 567.30 |
| Staff Environmental Specialist | 1.50 | 73.2000 | 109.80 |

Total Rate Labor 748.73

Expenses

| <i>Account / Vendor</i> | <i>Cost</i> | <i>Multiplier</i> | <i>Amount</i> |
|-------------------------|-------------|-------------------|---------------|
| Subconsultant | | | |
| Apex Research Inc | 312.00 | 1.00 | 312.00 |

Total Expenses 312.00

Unit Multiplier Expenses

| <i>Account / Unit</i> | <i>Quantity</i> | <i>Cost Rate</i> | <i>Multiplier</i> | <i>Amount</i> |
|----------------------------|-----------------|------------------|-------------------|---------------|
| Company Vehicle Use | | | | |
| Mileage - Company Vehicle | 12.00 | 0.9500 | 1.00 | 11.40 |

Total Unit Multiplier Expenses 11.40

Total Bill Task: HM Inspect - Hazardous Materials Inspection 1,072.13

Total Project: 231768 - KCBRA/WO 15 -Urban Exposure Initiative, 1116 Lake Street 1,072.13

DRAFT
THIRD AMENDMENT
TO THE BROWNFIELD DEVELOPMENT
AND REIMBURSEMENT AGREEMENT FOR
THE MIDLINK BUSINESS PARK REDEVELOPMENT

This THIRD AMENDMENT to the BROWNFIELD DEVELOPMENT AND REIMBURSEMENT AGREEMENT, DATED JUNE 10, 2011 (the “Development Agreement”) between THE COUNTY OF KALAMAZOO BROWNFIELD REDEVELOPMENT AUTHORITY (the “Authority”), a Michigan public body corporate established pursuant to Act 381 of the Public Acts of 1996, as amended (“Act 381”), whose address is 201 West Kalamazoo Avenue, Kalamazoo, Michigan 49007, and 5200 EAST CORK INVESTORS, LLC (the “Developer”), a Delaware limited liability company, whose address is 5200 East Cork Street, Kalamazoo, Michigan 49048, is made this _____ day of _____, ~~2023~~2024, between the Authority, the Developer and Green Aluminum, LLC, a Michigan limited liability company, whose address is 3400 Covington Road, Kalamazoo, MI 49001 (“Green Aluminum”) and shall hereafter be referred to as the Third Amendment.

RECITALS:

- A. The Development Agreement is subject to two prior amendments dated February 4, 2014 and February 23, 2017 (such amendments together with the Development Agreement, the “Amended Development Agreement”) to address site specific developments under the approved Midlink Business Park Brownfield Plan (the “Plan”).
- B. The recitals of the Amended Development Agreement are restated herein, and all defined terms contained in the Amended Development Agreement shall be used herein as the same are defined in the Amended Development Agreement.
- C. On February 21, 2023, Green Aluminum entered into a purchase agreement with the Developer for the property included in the Plan and located on Lots 7 and 9 of the Midlink Business Park, at the northeast corner of the intersection of Park Circle Drive and Sprinkle Road, Comstock Township, Kalamazoo, Michigan, as more fully described in Exhibit A of this Third Amendment (the “Third Amendment Property”).
- D. Green Aluminum intends to develop the Third Amendment Property by constructing a new warehouse for use by Schupan & Sons, Inc. Such development shall include the construction of buildings and facilities used for these purposes. Development of the Third Amendment Property shall include the performance of certain Eligible Activities.
- E. A fourth amendment to the Plan (the “Fourth Amended Plan”) was approved by the Kalamazoo County Board of Commissioners on _____.

F. The Fourth Amended Plan identified new ~~eligible activities~~Eligible Activities to be undertaken by the Developer and Green Aluminum and extended the duration of capture and reimbursement of ~~eligible activities~~Eligible Activities to the maximum 30 years.

G. The purpose of this Third Amendment is to amend the Amended Development Agreement to extend the term of reimbursement, provide for the development of the Third Amendment Property by Green Aluminum, and to state the obligations of the parties to this Third Amendment for reimbursement of the costs incurred for Eligible Activities, as approved by the Authority.

NOW, THEREFORE, based upon the recitals set forth above and in consideration of the mutual agreements set forth below, the Authority, the Developer and Green Aluminum agree as follows:

1. Review of and Agreement to Amended Development Agreement and Fourth Amended Plan. Green Aluminum represents that they have reviewed the Fourth Amended Plan, the Kalamazoo County Operational Policy for Brownfield Projects, and the Amended Development Agreement and are fully aware of and accept the terms of those documents, subject to the terms of this Third Amendment.
2. Conflict Between the Third Amendment and the Amended Development Agreement. To the extent that terms or provisions of the Amended Development Agreement and this Third Amendment conflict, the Third Amendment shall control. Barring conflict, the terms of the Amended Development Agreement shall remain in full force and effect.
3. Development of the Property. Green Aluminum agrees to develop the Third Amendment Property consistent with this Third Amendment, the Amended Development Agreement, and the Fourth Amended Plan and any site plans, which have already, or may, from time to time, be approved by the Township of Comstock for the Third Amendment Property and consistent with the applicable zoning, building and land use laws. As a general matter, the intent of this Third Amendment is for Green Aluminum to redevelop the Third Amendment Property for the construction of a new 103,000 sq ft warehouse building known as the Green Aluminum Building, located in Lots 7 and 9 of the Midlink Business Park (the “Schupan Project”).
4. Reimbursement for Approved Eligible Activities, and Amendments to Work Plans.
 - 4.1 Unless otherwise allowed under Act 381, the Authority is requiring Work Plans for all Eligible Activities sought to be reimbursed from school TIR. Eligible Activities conducted prior to the date of this Third Amendment shall be reimbursed from school TIR and/or non-school TIR, to the extent authorized by Act 381, subject to the sections 2.2, 2.3 and 6.2 of the Amended Development Agreement and this Third Amendment.
 - 4.2 The Authority shall reimburse Green Aluminum for Eligible Activities it conducts at the Third Amendment Property, to the extent permitted by Act 381, provided for

in the Fourth Amended Plan and approved by the Authority or the Department of Environment Great Lakes and Energy (EGLE) (previously Michigan Department of Natural Resources and the Environment “MDNRE”, then Michigan Department of Environmental Quality or “MDEQ”), as applicable. To the extent that EGLE does not approve a particular cost item or interest on a cost item authorized by the Fourth Amended Plan and approved by the Authority for reimbursement, from school TIR, the Authority shall use TIR generated from local taxes to reimburse the full amount of that cost item or interest charge, provided the following: reimbursements to Green Aluminum shall be limited to the lesser of a total dollar amount of up to \$1,272,239.00 OR 13 years of TIR (e.g. the remaining amount of years for Developer reimbursements in the Fourth Amended Plan), whichever comes first (the “Third Amendment Reimbursement”). Green Aluminum shall be entitled to reimbursement only from TIR attributed to the Third Amendment Property.

- 4.3 The order of payments of the Third Amendment Reimbursement shall be as follows: The actual and documentable administrative expenses and costs of Eligible Activities performed by the Authority pertaining to the Third Amendment Property, as permitted by Act 381 and described in section 6.5 of the Amended Development Agreement, shall be paid first from eligible TIR streams. Second, Green Aluminum shall be reimbursed for the actual cost of Eligible Activities performed by Green Aluminum at the Third Amendment Property as provided by the Amended Development Agreement and this Third Amendment. Third, with respect to TIR from the Third Amendment Property, the Developer shall be entitled to reimbursement for any Eligible Activities it has incurred, as provided by this Third Amendment, the Amended Development Agreement, and subject to the general limitations on reimbursement to the Developer contained in the Fourth Amended Plan (e.g. term of reimbursement extended from 18 to 30yrs). This section 4.3 of the Third Amendment specifically changes the provisions related to priority of reimbursement contained in the Amended Development Agreement, and Developer acknowledges that the reimbursement payments made to Green Aluminum, under this Third Amendment will reduce the amount of reimbursement to which it is eligible under the terms of the Fourth Amended Plan and the Amended Development Agreement.
- 4.4 The Authority may collect TIR for deposit into the local brownfield revolving fund after Green Aluminum and the Developer have reached the limits of reimbursement provided for in this Third Amendment and Fourth Amended Plan, for a period of five years, as provided by Act 381.
- 4.5 Sections 2.5, 2.6 and 2.7 of the Amended Development Agreement are restated and adopted as part of this Section 4 of the Third Amendment.
- 4.6 Green Aluminum agrees to provide to the Authority the documentation required by the Amended Development Agreement for reimbursement. Obligations and shall be responsible for all other obligations pertaining to submission or retention of

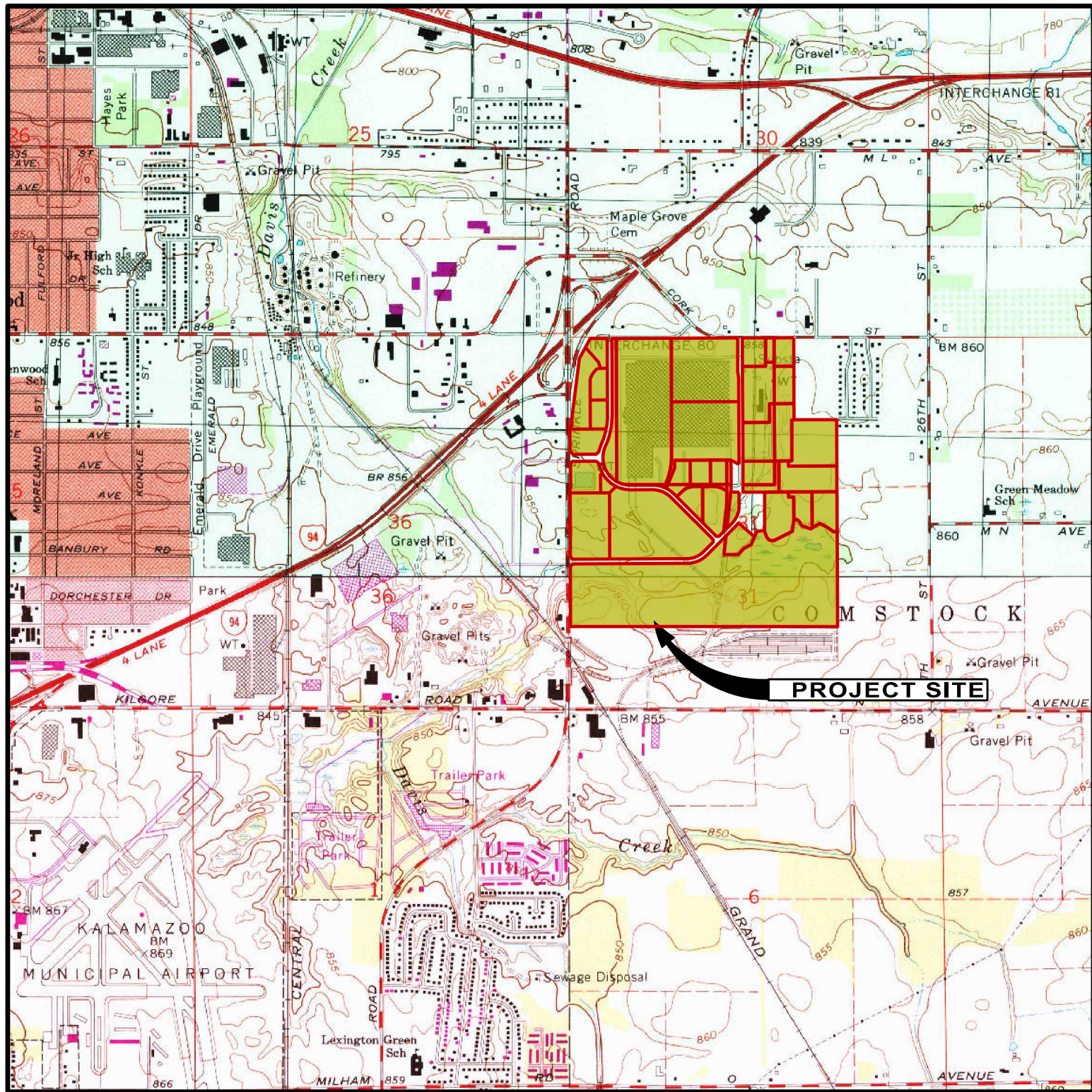
documentation of the costs of Eligible Activities ~~shall be the obligation Green Aluminum.~~

5. Limitations of Reimbursement. Unless otherwise amended by this Third Amendment or the Fourth Amended Plan, the provisions for Limitation of Reimbursement contained in Sections 3 of the Amended Development Agreement are restated and adopted herein, provided the following:
 - 5.1 Wherever in Section 3 of the Amended Development Agreement a reference is made to the Developer's obligations, Green Aluminum acknowledges and agrees that those obligations shall pertain to Green Aluminum to the extent that they perform work, have work performed on their behalf, or seek reimbursement for Eligible Activities.
 - 5.2 Table B is attached to this Third Amendment and incorporated herein and sets forth the estimated available tax capture stream as it pertains to the Third Amendment Property.
6. Provision of Amended Development Agreement in Full Force and Effect. Sections 4 through 15 of the Amended Development Agreement shall remain in full force and effect, provided the following: Green Aluminum acknowledges and agrees that wherever a reference is made to Developer's obligations or conduct in sections 4 through 15 of the Amended Development Agreement, those obligations or conduct shall be required of Green Aluminum with respect to the Third Amendment Property and the Green Aluminum and Sons Incorporated Project. Further, notices required under section 10 of the Amended Development Agreement shall also be sent to Green Aluminum at the following address:

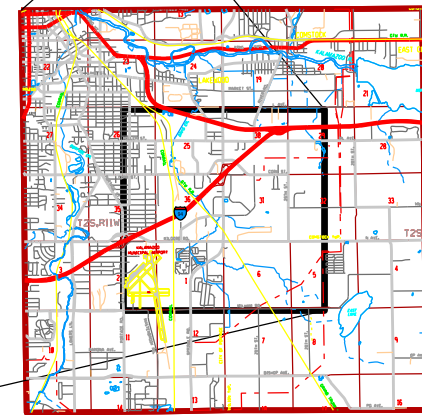
Green Aluminum, LLC
3400 Covington Road
Kalamazoo, Michigan 49001
Attn: Phillip Haan
7. Project Signage. Green Aluminum agrees to install a sign in a visible location at the property within 15 days of execution of this Third Amendment indicating that financial support has been provided for the project by the Authority. This sign shall remain in place until, at minimum, completion of construction of the Schupan Project.

Executed as of the date first above written.

[SIGNATURE PAGES ATTACHED]

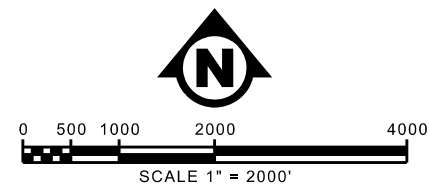


SOURCE: KALAMAZOO, MICHIGAN USGS 7.5 MINUTE TOPOGRAPHIC QUADRANGLE MAPS
 MAPTECH® U.S. TERRAIN SERIES™ ©MAPTECH®, INC. 606-433-8500



T 2 S. R. 10 W.
 COMSTOCK TOWNSHIP
 KALAMAZOO, MICHIGAN

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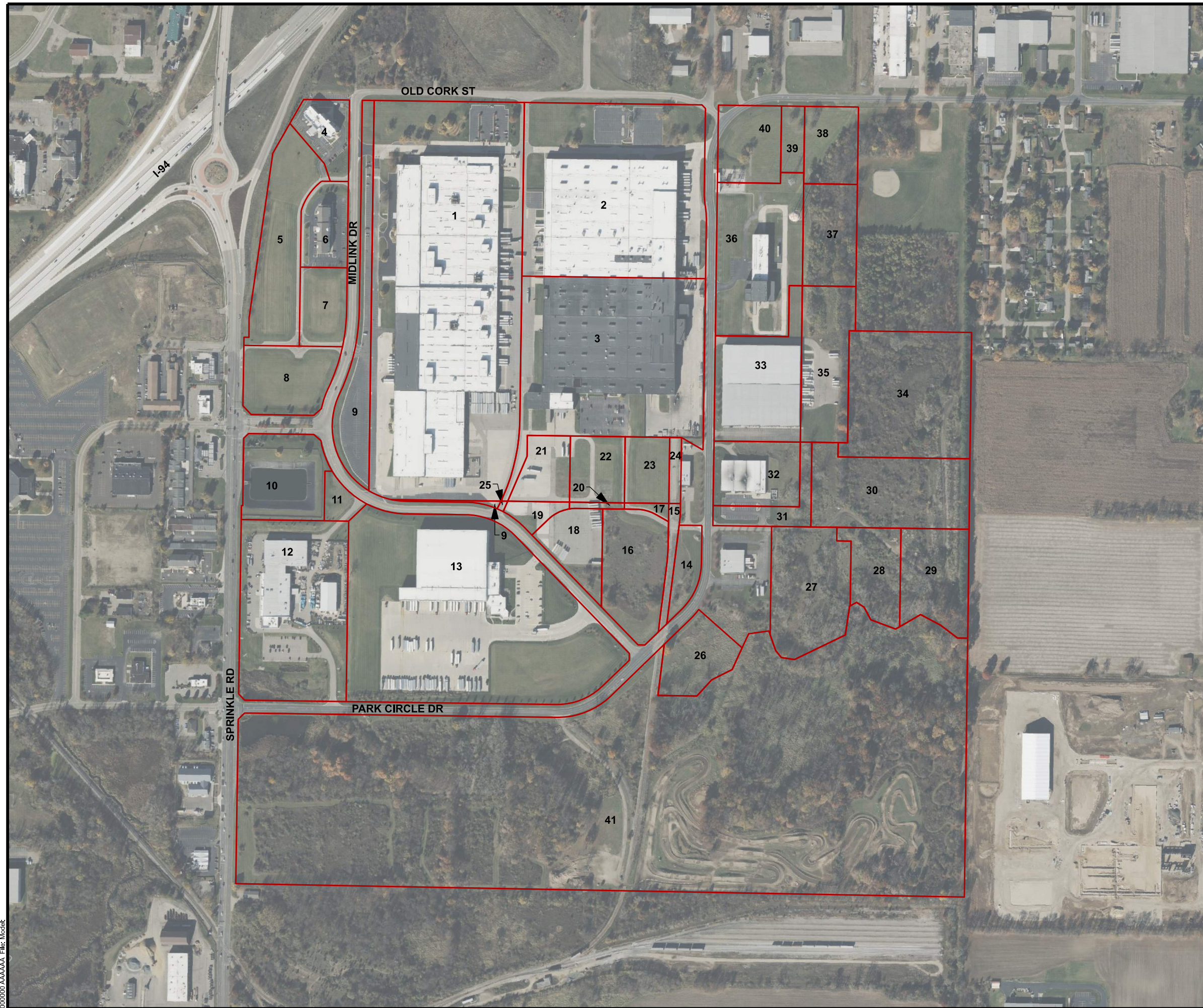


MIDLINK BUSINESS PARK
 5200 E CORK ST
 KALAMAZOO, MI 49048
LOCATION MAP

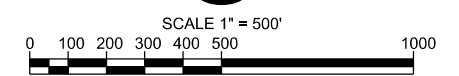
PROJECT NO.
230923

FIGURE No.

1



| # | Address | PARCEL ID |
|----|------------------------|------------|
| 1 | 5200 E CORK STREET | 31-102-041 |
| 2 | 5200 E CORK STREET | 31-102-047 |
| 3 | 5205 KAISER DR | 31-102-048 |
| 4 | 3303 RETAIL PLACE DR | 31-102-006 |
| 5 | 3456 RETAIL PLACE DR | 31-102-007 |
| 6 | 3443 RETAIL PLACE DR | 31-102-003 |
| 7 | 3477 RETAIL PLACE DR | 31-102-002 |
| 8 | 3502 RETAIL PLACE DR | 31-102-001 |
| 9 | E CORK STREET | 31-102-052 |
| 10 | MIDLINK DR | 31-102-154 |
| 11 | MIDLINK DR | 31-102-157 |
| 12 | 5001 PARK CIRCLE DR | 31-102-156 |
| 13 | 3800 MIDLINK DR | 31-102-022 |
| 14 | PARK CIRCLE DR | 31-105-015 |
| 15 | NA KALAMAZOO, MI 49048 | 31-102-056 |
| 16 | MIDLINK DR | 31-105-020 |
| 17 | NA KALAMAZOO, MI 49048 | 31-105-017 |
| 18 | MIDLINK DR | 31-105-021 |
| 19 | MIDLINK DR | 31-105-019 |
| 20 | NA KALAMAZOO, MI 49048 | 31-105-018 |
| 21 | E CORK ST | 31-104-019 |
| 22 | E CORK ST | 31-104-018 |
| 23 | E CORK ST | 31-104-017 |
| 24 | E CORK ST | 31-102-044 |
| 25 | 5220 E CORK ST | 31-102-058 |
| 26 | PARK CIRCLE DR | 31-105-016 |
| 27 | E CORK ST | 31-105-011 |
| 28 | E CORK ST | 31-105-012 |
| 29 | E CORK ST | 31-105-013 |
| 30 | 5631 PARK CIRCLE CT | 31-105-092 |
| 31 | PARK CIRCLE CT | 31-105-082 |
| 32 | 5301 PARK CIRCLE CT | 31-104-081 |
| 33 | 3625 PARK CIRCLE DR | 31-104-041 |
| 34 | 5631 PARK CIRCLE CT | 31-105-071 |
| 35 | PARK CIRCLE DR | 31-105-041 |
| 36 | 3475 PARK CIRCLE DR | 31-104-031 |
| 37 | PARK CIRCLE DR | 31-105-003 |
| 38 | 5382 E CORK ST | 31-105-002 |
| 39 | 5382 E CORK ST | 31-104-002 |
| 40 | E CORK ST | 31-104-001 |
| 41 | 4123 PARK CIRCLE DR | 31-102-057 |



NOTE:
THIS IS NOT A PROPERTY BOUNDARY SURVEY. PROPERTY BOUNDARIES SHOWN ON THIS MAP ARE BASED ON AVAILABLE FURNISHED INFORMATION AND ARE APPROXIMATE ONLY AND SHOULD NOT BE USED TO ESTABLISH PROPERTY BOUNDARY LOCATION IN THE FIELD.

MIDLINK BUSINESS PARK
5200 E CORK ST
KALAMAZOO, MI 49048
SITE PLAN



PROJECT NO.
230923
FIGURE NO.
2

SIGNATURE PAGE FOR THE AUTHORITY

**KALAMAZOO COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY,**
a Michigan body corporate established pursuant to
Act 381 of the Public Acts of 1996, as amended

By: _____
Kenneth W. Peregón
Chair

DRAFT

SIGNATURE PAGE FOR THE DEVELOPER

5200 EAST CORK INVESTORS, LLC
a Delaware limited liability company

By: _____
Printed: _____
Title: _____

DRAFT

SIGNATURE PAGE FOR GREEN ALUMINUM

GREEN ALUMINUM, LLC
a Michigan limited liability company

By: _____
Name: _____
Title: _____

DRAFT

Exhibit A

"Description of Third Amendment Property"

DRAFT

Table B

"Estimated Tax Capture Stream"

DRAFT

**ASSIGNMENT OF BROWNFIELD REIMBURSEMENT
WITH INSTRUCTION FOR DIRECT PAYMENT TO LAND BANK AUTHORITY**

THIS ASSIGNMENT OF BROWNFIELD REIMBURSEMENT (WITH INSTRUCTION FOR DIRECT PAYMENT TO LAND BANK AUTHORITY) (this “Assignment”) is made and entered into effective as of June 7, 2023, by and between IPUSA PAVILION 1, LLC, a Michigan limited liability company (“Developer” or “Assignor”) and KALAMAZOO COUNTY LAND BANK AUTHORITY (“Land Bank” or “Assignee”).

Background

A. Developer owns and is developing certain property generally located at 5274 E N Avenue in Pavilion Township, Kalamazoo County, Michigan (the “Property”), including construction of a speculative warehouse/distribution facility (the “Project”).

B. Developer and Land Bank are parties to a certain Development Agreement dated August 15, 2022, regarding the Developer and Land Bank’s respective interests in the Property and the Land Bank’s support for furtherance of the Project including, without limitation, the qualification of the Property for “core community” treatment under the Brownfield Redevelopment Financing Act (the “Development Agreement”).

C. Pursuant to the Development Agreement the Land Bank is entitled to receive from the Developer certain payments defined in the Development Agreement as “Land Bank Property Income” (“Land Bank Payments”).

D. Developer is also a party to a certain Brownfield Plan Development Agreement entered into with the Kalamazoo County Brownfield Redevelopment Authority (the “BRA”) dated August 15, 2022 (the “Brownfield Agreement”) related to development of the Property, inclusive of the Project, under which the Developer is entitled to reimbursement from the BRA of Eligible Costs solely from Tax Incremental Revenues generated from the Property (the “TIF Payments”).

E. The Land Bank Payments are to begin as set forth in the Development Agreement, and which payments are secured by a mortgage on the Property in favor of Land Bank.

F. At Developer’s request, Land Bank has agreed to subordinate its mortgage lien on the Property and rights thereunder in favor of Developer’s construction lender pursuant to a separate subordination agreement and as a material inducement therefore, Developer is entering into and making the Assignment provided herein.

NOW, THEREFORE, in consideration of the background above and mutual covenants and representations stated herein, and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Land Bank and Developer agree as follows:

1. Developer Assignment. Developer hereby assigns, grants, transfers and sets over to Land Bank all of Assignor's right, title and interest in and to that portion of each TIF Payment from the BRA which is equal to the Land Bank Payment for the 2025, 2026, 2027 and 2028 tax years ("Applicable Tax Years") (not to exceed \$500,000 in total), and all of the proceeds of the foregoing (collectively, the "Assigned BRA Payments"). In making the foregoing assignment, the Assignor hereby represents and warrants to Assignee that:
 - 1.1 Assignor is the sole holder and owner of all rights, title and interest in and to the Assigned BRA Payments;
 - 1.2 Assignor has not heretofore assigned, pledged or hypothecated its interest in any of the Assigned BRA Payments nor shall Assignor assign, pledge or hypothecate any such Assigned BRA Payments to any party other than Land Bank without Land Bank's prior written consent, which the Land Bank may give or withhold in its sole discretion;
 - 1.3 Developer shall timely submit all required documentation, including without limitation, cost certification of Eligible Costs to the BRA as required under Section 7 of the Brownfield Agreement for the BRA to make all TIF Payments including (without limitation) the Assigned BRA Payments hereunder;
 - 1.4 Notwithstanding the assignment hereunder or any other terms hereof, Developer remains responsible for all obligations due to the Land Bank under the Development Agreement if and in the event the TIF Payments do not fully satisfy the Land Bank Payments due to the Land Bank; and
 - 1.5 In the event the BRA does not collect or distribute TIF in an Applicable Tax Year solely as a result of (a) the request of Developer, or (b) an event of default by Developer under the Brownfield Agreement, in either case which results in the failure of the BRA to make any of the TIF Payments or an Assigned BRA Payment during such Applicable Tax Years, Developer shall make a payment in such Applicable Tax Year to the Land Bank in an amount equal to the amount of TIF that would otherwise have been available to be collected by the BRA and distributed to the Land Bank in the form of Assigned BRA Payments for such Applicable Tax Year.
2. Acceptance of Assignment; Termination. The acceptance and effectiveness of this Assignment is subject to Developer's payment of the Land Bank's attorney fees incurred in connection with this Assignment and request for subordination referenced in the background provisions hereof. Subject to the foregoing, by execution of this Assignment, the Land Bank agrees to accept the assignment of the Assigned BRA Payments and to credit its actual receipt of each such Assigned BRA Payment to the Land Bank Property Income due under the Development Agreement. Land Bank agrees to cooperate, in good

faith upon the request of Developer or the BRA, to confirm calculations of the Land Bank Property Income, outstanding amounts due for any tax year and receipt of Assigned BRA Payments received directly by the Land Bank from the BRA. This Agreement shall terminate upon the earlier of: a) the Land Bank being paid in full under the terms of this Agreement; b) upon notice to the BRA that the obligation owed by Developer to Land Bank has been satisfied, or c) expiration of the Applicable Tax Years.

3. Instructions for Direct Payment. Developer and the Land Bank agree to prepare and provide the BRA with annual instructions for the BRA to make direct payment of all Assigned BRA Payments to the Land Bank (using such address or electronic transfer information as the Land Bank may provide) substantially in the form attached hereto as Exhibit A. Developer and the Land Bank agree to seek the BRA's acknowledgment/consent for direct payments of all Assigned BRA Payments to the Land Bank in the form attached as Exhibit B. Notwithstanding anything to the contrary contained herein or in the Development Agreement or Brownfield Agreement, if and in the event the BRA makes a payment of the Assigned BRA Payment to Developer (regardless of this Assignment), such payment shall be deemed in trust for the Land Bank and be immediately paid by Developer to Land Bank.
4. Covenants. Developer covenants and agrees that at any time during which Land Bank is entitled to Land Bank Property Income under the Development Agreement, Developer shall:
 - 4.1 Not execute any other assignment of any of the Assignor's interest in the Assigned BRA Payments;
 - 4.2 Not alter, amend, release, forego or modify any of the Assignor's or Land Bank's rights to the Assigned BRA Payments, without the prior written consent of Land Bank, which consent Assignee may give or withhold in its sole discretion; ~~and~~
 - 4.3 Promptly deliver to Land Bank true and correct copies of all notices or other documents or communications received by Developer with regard to or relating in any way to the Assigned BRA Payments;
 - 4.4 ~~Not request that the BRA delay or defer the capture of any TIR during the Applicable Tax Years; and~~
 - 4.5 ~~In the event the BRA notifies the Developer that it intends to delays or defers TIR capture during the Applicable Tax Years, pursue such legal actions against the BRA as may be necessary or appropriate to ensure that~~ Developer shall request in writing that the BRA does not delay or defer TIR capture occurs during the Applicable Tax Years.
5. Irrevocable. This Assignment is irrevocable and shall remain in full force and effect until such time as the Land Bank has received payment in full of the Land Bank Property Income under the Development Agreement.
6. Binding Nature. This Assignment, together with the agreements, covenants and warranties contained in this Assignment, shall inure to the benefit of Assignee and its successors and

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assigns, and shall be binding upon the Assignor and any of its successors and assigns including, without limitation, any owner of the Property.

7. Counterparts. This Assignment may be executed in any number of counterparts by the parties to this Assignment. Each of said counterparts shall be deemed to be an original, and all such counterparts shall constitute but one and the same instrument.
8. Governing Law. This Assignment and the transactions contemplated under this Assignment shall be governed by and construed in accordance with the laws of the State of Michigan.
9. Electronic Signatures. The parties agree that the electronic signature (whether docusign or original signature scanned and transmitted by facsimile or email shall be as valid as an original signature of such party and shall be effective to bind such party to this Assignment.

[REMAINDER OF PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have exercised this Assignment of Brownfield Reimbursement (with Instruction for Direct Payment to Land Bank Authority) as of the day and year written above.

DEVELOPER

Dated: _____

IPUSA PAVILION 1, LLC
By: Industrial Partners USA, LLC
Its: Manager

By: _____
Jeff Smoke, Manager

LAND BANK

KALAMAZOO COUNTY LAND BANK
AUTHORITY

Dated: _____

By: _____
Sidney Ellis
Its: Executive Director

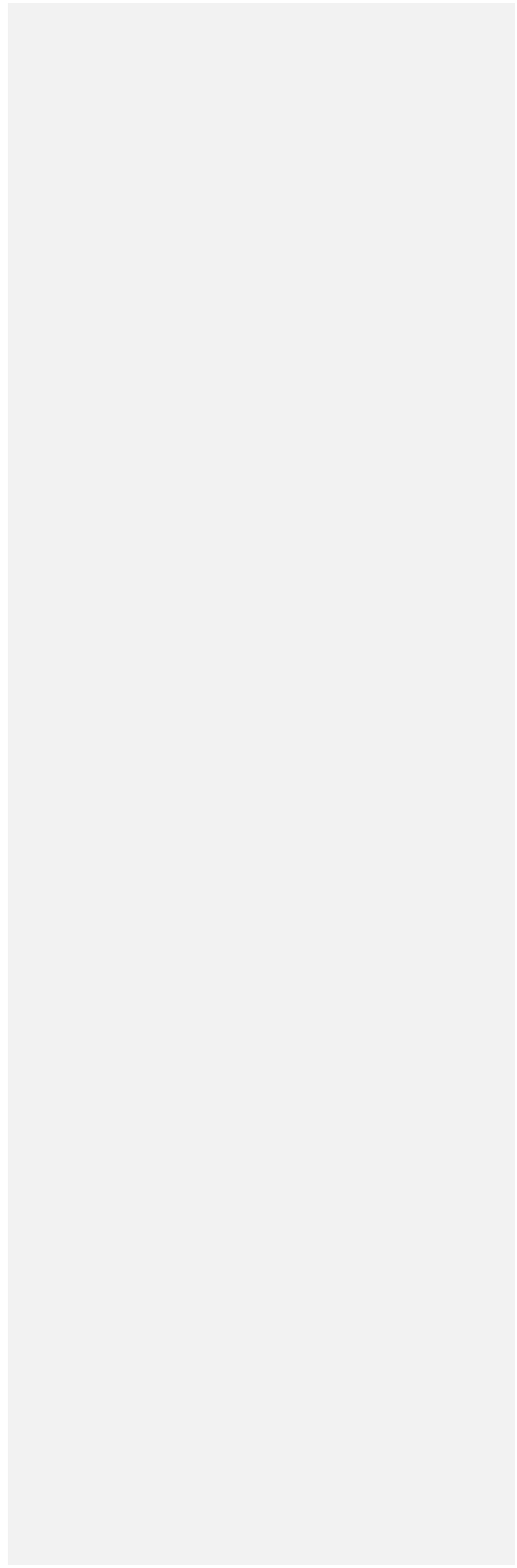


EXHIBIT A
Instructions for Direct Payment

June __, 2023

Kalamazoo County Brownfield Redevelopment Authority
201 W. Kalamazoo Avenue
Kalamazoo, Michigan 49007
Attn: Executive Director

Re: Instructions for Direct Payment of TIF Reimbursement to the
Kalamazoo County Land Bank Authority

As you know, IPUSA Pavilion 1, LLC (“Developer”) and the Kalamazoo County Brownfield Redevelopment Authority (the “BRA”) are parties to a certain Brownfield Development Plan Agreement dated August 15, 2022 (the “Brownfield Agreement”) with respect to the Developer’s ownership and development of property generally located at 5274 E N Ave., Kalamazoo, Michigan (the “Property”). Developer and the Kalamazoo County Land Bank Authority (“Land Bank”) are pleased to provide these instructions for paying a portion of any reimbursement otherwise due to Developer under the Brownfield Agreement (the “TIF Payments”) directly to the Kalamazoo County Land Bank Authority (“Land Bank”) pursuant to that certain Assignment of Brownfield Reimbursement dated June 7, 2023 by and between Developer and the Land Bank (the “Assignment”). All capitalized terms and otherwise defined herein shall have the meaning set forth in the Assignment.

Developer and Land Bank agree that the amount of Land Bank Payment (as defined in the Assignment) owing for the [_____] tax year is: \$[_____] (the “[TAX YEAR] Land Bank Payment”). Developer and Land Bank request that the BRA pay the Land Bank an amount of the TIF Payments equal to the [TAX YEAR] Land Bank Payment, or such lesser amount of the TIF Payment as is otherwise payable to Developer for such Tax Year.

Payments to the Land Bank may be made via check sent via certified mail to the Land Bank (or via wire instructions as may be provided by the Land Bank) to:

Kalamazoo County Land Bank Authority
Executive Director
1523 Riverview Drive, Suite A
Kalamazoo, Michigan 49004

We make this instruction, which may not be revoked without the advance, written consent of the Land Bank.

Very truly yours,
IPUSA PAVILION 1, LLC
By: Industrial Partners USA, LLC
Its: Manager

By: _____
Jeff Smoke, Manager

Exhibit A

KALAMAZOO COUNTY LAND BANK
AUTHORITY

Dated: _____

By: _____
Sidney Ellis
Its: Executive Director

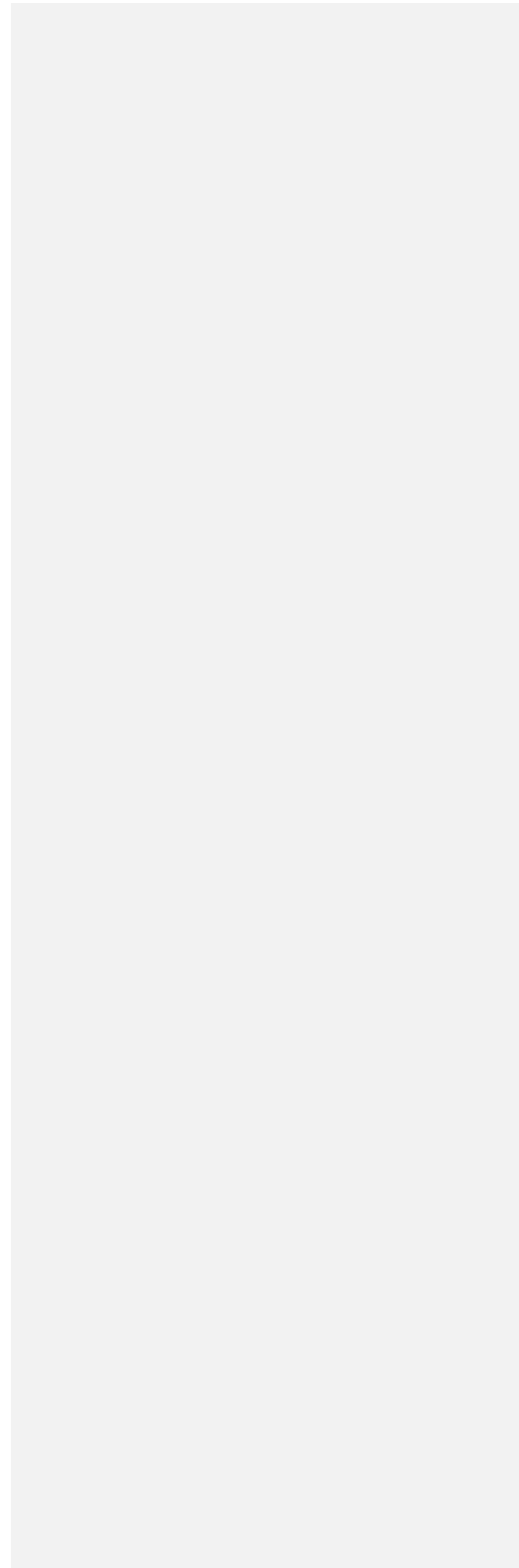


EXHIBIT B

NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT OF BROWNFIELD REIMBURSEMENT WITH INSTRUCTION FOR DIRECT PAYMENT TO LAND BANK AUTHORITY

The Kalamazoo County Brownfield Redevelopment Authority (the “BRA”), hereby acknowledges receipt of a copy (fully executed) of the Assignment of Brownfield Reimbursement dated June 7, 2023 (the “Assignment”) by and between by and between IPUSA PAVILION 1, LLC, a Michigan limited liability company (“Developer” or “Assignor”) and KALAMAZOO COUNTY LAND BANK AUTHORITY (“Land Bank” or “Assignee”). All capitalized terms and otherwise defined herein shall have the meaning set forth in the Assignment.

The BRA hereby consents to the Assignment subject upon the terms and conditions set forth herein. On or before [] of each year during which Tax Increment Revenues (as defined in the Brownfield Agreement) are captured by the BRA from real and personal property taxes on the Eligible Property, Developer and the Land Bank shall provide the BRA with Instructions for Direct Payment substantially in the form attached as Exhibit A to the Assignment, containing a calculation of the amount of Land Bank Payment owing for such year. Upon the BRA's timely receipt of such Instructions for Direct Payment, the BRA will pay the Land Bank, directly, a portion of any payment otherwise due from the BRA to Developer under the Brownfield Agreement for such year up to the amount of the Land Bank Payment.

Each of the undersigned acknowledge and agree that:

(a) The Assignment shall not be amended, modified or restated in any manner without the prior written consent of the BRA, which consent shall not be unreasonably withheld, conditioned or delayed;

(b) Land Bank shall not assign the Assignment or its rights thereunder without providing prior written notice to the BRA;

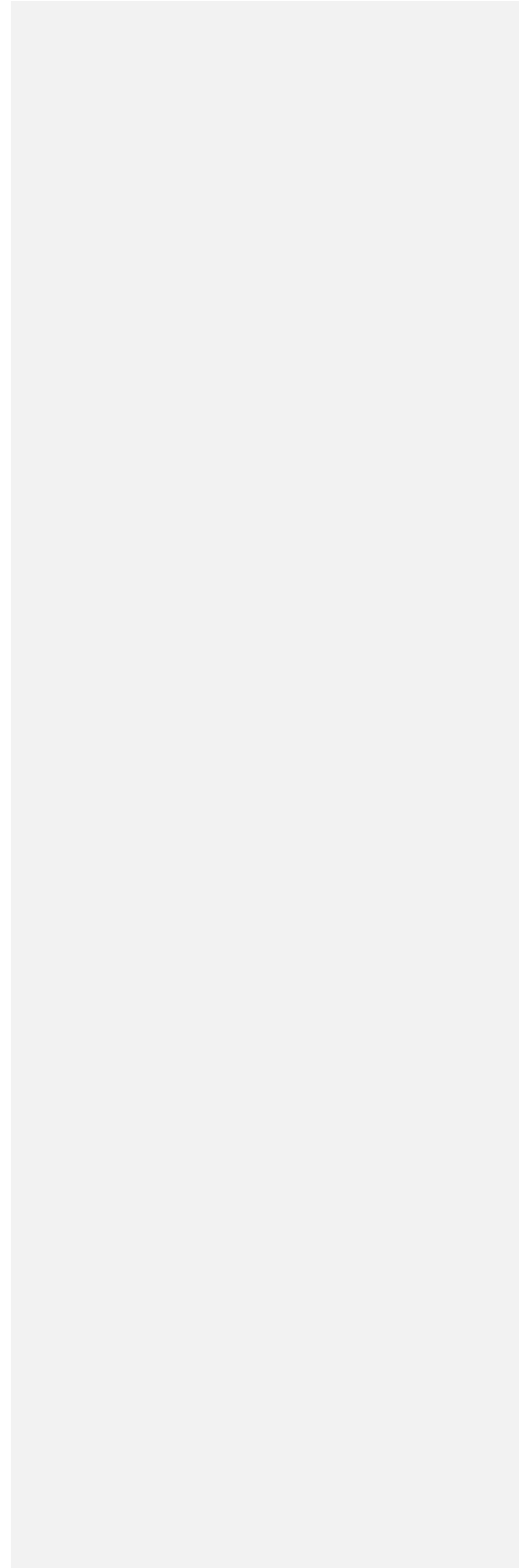
(c) The BRA is consenting to the Assignment as a matter of convenience for the Developer and the Land Bank, and notwithstanding anything to the contrary in the Assignment, this notice and acknowledgement thereof, or in any Instructions for Direct Payment, the BRA shall have no liability to the Land Bank for any amount of the Land Bank Payment in excess of the amount of payments otherwise owing from the BRA to the Developer under the Brownfield Agreement. Additionally, the BRA has the right, but not the obligation to, review the calculation of any amounts requested to be paid in any Instructions for Direct Payment. The BRA shall not be bound by, deemed to have knowledge of, or have any obligation to determine, make inquiry into or consider, any term or provision of any agreement between the Land Bank, Developer, and/or any other third party. The BRA shall be fully protected (i) in acting in reliance upon any certificate, statement, request, notice, advice, instruction, direction, other agreement or instrument or signature reasonably and in good faith provided by the Land Bank and Developer with respect to such party's information and believed by the BRA to be genuine, (ii) in assuming that any person purporting to give the BRA any of the foregoing has been duly authorized to do so and (iii) in acting or failing to act in good faith in accordance with the terms of the Brownfield Agreement and the Assignment, subject to the terms and conditions set forth in this this Notice and Acknowledgment.

Developer and Land Bank hereby unconditionally release the BRA from any and all liability relating to any payment that may hereinafter be made by the BRA to Land Bank made in accordance with Instructions for Direct Payment, and agrees to defend, indemnify and hold harmless the BRA and

Kalamazoo County, and any of their respective past, present and future members, officials, employees, agents or representatives from all losses, demands, claims, judgments, suits, costs and expenses (including without limitation the costs and fees of attorneys or other consultants) arising from or related to the Assignment or the BRA's consent thereto or any payments made in connection with the Assignment.

An executed counterpart of this Notice and Acknowledgement is being furnished by the undersigned to the above-described BRA, Assignor, and Assignee.

[signature pages follow]

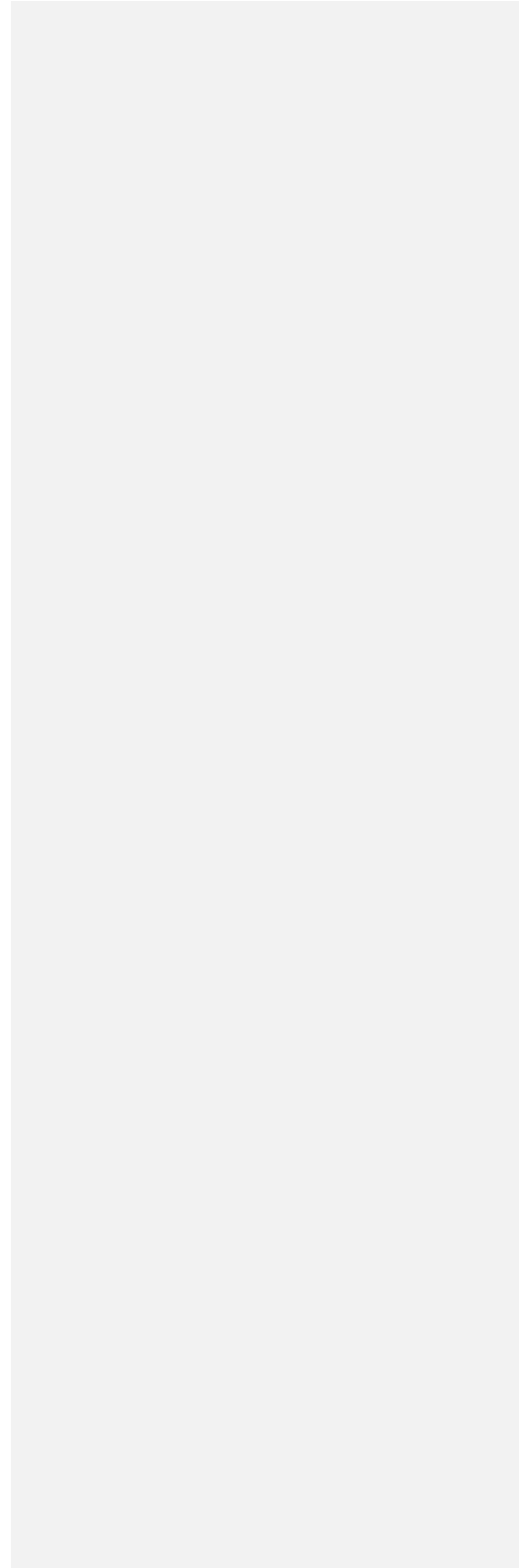


**SIGNATURE PAGE – NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT OF
BROWNFIELD REIMBURSEMENT**

**Kalamazoo County
Brownfield Redevelopment Authority**

By: _____
Printed: _____
Its: _____
Dated: _____

Exhibit B



**SIGNATURE PAGE – NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT OF
BROWNFIELD REIMBURSEMENT**

DEVELOPER

Dated: _____

IPUSA PAVILION 1, LLC
By: Industrial Partners USA, LLC
Its: Manager

By: _____
Jeff Smoke, Manager

**SIGNATURE PAGE – NOTICE AND ACKNOWLEDGMENT OF ASSIGNMENT OF
BROWNFIELD REIMBURSEMENT**

LAND BANK

KALAMAZOO COUNTY LAND BANK
AUTHORITY

Dated: _____

By: _____
Sidney Ellis
Its: Executive Director

Scope of Services

Contract for Professional Services
Kalamazoo County Brownfield Redevelopment Authority
Applicable to Agreement Dated March 7, 2022, Addendum No. 1 and assigned to FISHBECK
Work Order No. 2024-1 Dated January 18, 2024

Between

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY (CLIENT)
201 WEST KALAMAZOO AVENUE
KALAMAZOO, MICHIGAN 49007

And

FISHBECK
2960 INTERSTATE PARKWAY
KALAMAZOO, MICHIGAN 49048

Subject Matter: General Environmental Consulting Services
Funding Source: 247-000-808.00 – Brownfield EA and Admin and LBRF

CLIENT requests that FISHBECK perform the work described below in accordance with the terms of the above-referenced Contract, Addendum No. 1, and as assigned, and as described in this “Scope of Services.”

FISHBECK will begin work on this Work Order and complete the services as described in the attached "Scope of Services."

FISHBECK and CLIENT have designated the following representatives for this “Scope of Services:”

Jeffrey C. Hawkins/David A. Stegink (269) 342-1100
Name (FISHBECK) Phone

Ken Peregon, Chair 269-384-8112 (County phone #)
Name (CLIENT) Phone

If CLIENT accepts this Scope of Services, please sign this Work Order on behalf of CLIENT and return to the FISHBECK Representative above:

ACCEPTED AND AGREED TO:

KALAMAZOO COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY (CLIENT)

FISHBECK

By Ken Peregon
Title Chair

By Jeffrey C. Hawkins
Title Vice President/Senior Hydrogeologist

Signature _____
Date _____

Signature _____
Date _____

1. Scope of Services

The KCBRA has entered into a contract with FISHBECK for general environmental consulting services to support the KCBRA and its staff, as directed, on an as needed basis. Work performed under this Work Order shall include, but not be limited to the following activities:

- Duties as listed in the Invitation for Bid and Envirologic’s Proposal, as assigned to and honored by FISHBECK, as part of the General Environmental Consulting Services Contract dated March 7, 2022 which include:
 - General Environmental and Project Specific:
 - Prepare all status and financial reports required by the KCBRA.
 - Provide 3rd party oversight when developer uses their own consultant for environmental work.
 - Prepare and maintain schedules and timelines.
 - Conduct assessment activities on non-EPA grant brownfield sites.
 - Prepare Brownfield Plans and Act 381 Work Plans for qualified sites.
 - Coordinate with local municipalities, townships, and the County Land Bank to secure site access and approve Brownfield Plans.
 - As requested by KCBRA attend meetings of Kalamazoo County Board of Commissioners, local municipal and township boards and commissions to facilitate coordination and approval. This may include evening meetings.
 - Prepare and make presentations to such boards and commissions as requested by KCBRA.
- Use the work order system established by the Authority to mutually approve and monitor the environmental assessment, project management and other services.
- Actively participate in, and regularly attend the Authority meetings at no charge.
- Maintain regular communications with the Authority.

Additionally, as directed by the KCBRA and Staff, FISHBECK will assist staff with various Authority administrative activities. This work order budget anticipates that FISHBECK will provide an experienced, dedicated team member to work either remotely or at the County Planning and Development Office as directed and as needed. The FISHBECK Team member will remain an employee of FISHBECK subject to our conditions of employment and will assist the Kalamazoo County Brownfield Redevelopment Authority Brownfield Redevelopment Administrator.

11. Compensation

| | |
|---|------------------------|
| General FISHBECK staff time and expenses..... | \$ 14,000 |
| Dedicated FISHBECK staff person..... | \$ <u>6,000</u> |
| Total | \$ 20,000 |

Compensation for services provided under this Work Order will be completed on a time and materials basis invoiced at the rates provided in the Contract for Professional Services, between FISHBECK and CLIENT and not to exceed the budget of \$20,000 without prior authorization.

111. Schedule

Continued review activities, meetings and support activities will occur on an as needed basis from January 1, 2024 through December 31, 2024.

Memo

TO: Macy Walters, Brownfield Redevelopment Administrator, Kalamazoo County Brownfield Redevelopment Authority

FROM: Jeff Hawkins, Vice President/Senior Hydrogeologist, Therese Searles, Senior Geologist

DATE: January 18, 2024

RE: General/LBRF Funding Updates

This memorandum serves to provide information regarding updates for the Kalamazoo County Brownfield Redevelopment Authority (KCBRA) for activities and services rendered on various projects related to General Funding or LBRF Projects.

1. General Environmental Review
Project No: 230454 – W.O. 2023-1 (pending W.O. 2024-1)

Update:

General Review: Fishbeck completed a review of the Q Corners Housing Brownfield Plan prepared by Michigan Growth Advisors and prepared a summary Memorandum of the review. Fishbeck also attended a meeting with KCBRA staff and a potential developer. Work Order 2024-1 has been prepared for the Board's consideration this month to conduct general services as needed and as directed by the KCBRA and staff for services in the 2024 calendar year.

Contractual Administrative Support: Additional meeting attendance with Comstock Township and preparation of summary letters for property owners requested to support the Comstock Redevelopment were completed using contractual administrative budget as requested.

2. YWCA – 550 S. Riverview, Parchment, Michigan
Project No: 231417 – W.O. 2023-2

Update:

At the time Young Women's Christian Association (YWCA) of Kalamazoo, Michigan entered into the purchase agreement for the building located at 550 S. Riverview Drive, Parchment, Michigan, YWCA was unaware of the potential cost associated with addressing VI concerns. YWCA is in need of leveraging funding sources to complete the assessment, design, and installation of the Vapor Mitigation System (VMS). Requested funding through the County's EPA Assessment Grant for assessment, planning and design of a VMS was approved in July.

Fishbeck conducted a Phase II Environmental Site Assessment (ESA) of the property on June 7, 2023, to evaluate the Recognized Environmental Conditions (RECs) identified in the May 17, 2023, Phase I ESA. The Phase II ESA sampling indicated that volatile organic compounds (VOCs), specifically TCE and PCE,

were detected on the property in both soil and groundwater at levels exceeding Non-Residential Volatilization to Indoor Air Pathway (VIAP) Screening Levels. PCE was also detected in soil gas beneath the existing building at levels approaching VIAP Screening Levels.

The soil and groundwater data indicate that there is a potential for a vapor intrusion exposure for the structure. While the soil gas data suggest that the Vapor Intrusion Pathway is not currently complete, the results are based on a one-time sampling event. Current EGLE guidance requires four quarterly sampling events without VIAP exceedances in order to eliminate the Vapor Intrusion Pathway for the subject building.

YWCA has reservations in occupying the building that may risk the health of its employees, clients, tenant, and visitors without taking steps to mitigate the potential Vapor Intrusion (VI) risk. In order to address this potential risk, YWCA will require the presumptive remedy of installing a Vapor Mitigation System (VMS). Fishbeck concurs that this is a reasonable approach considering the time restraints related to occupancy of the building and the uncertain outcome of future sampling that may or may not resolve this concern. YWCA has requested funding support through the KCBRA LBRF to complete the installation of the VMS. The project application and budget request of \$100,000 through the use of the County's LBRF was approved in July. Work Order 2023-2 was approved by the KCBRA Board in October detailing the scope of the approved budget. YWCA approved the design of the Vapor Mitigation System. Fishbeck prepared bidding specifications and held a contractor walkthrough on Monday December 11, 2023. Only one of the four bid submittal contractors was able to attend. In the prepared bid specifications, bids were scheduled to be due on December 29, 2023 with all work completed by February 16, 2024. As requested by the bidders who have interest in the project, Fishbeck held a second site walkthrough and extended the bid submittal date to January 5, 2024; the work completion date will remain as February 16, 2024. Fishbeck received two bids, both of which were above the estimated budgets for installation. Part of the approved Work Order 2023-2 budget included Fishbeck completing one year of performance monitoring, post installation, and preparation of an OM& M (Operations, Maintenance, and Monitoring) plan and a slight contingency budget for unforeseen circumstances over the next year. Fishbeck is proceeding with the low bid contractor to meet YWCA occupancy needs and re-bidding the project is not anticipated to produce lower bids. This means the contingency budget has been fully utilized with the contractor base bid.

4. Clarklogic Development at W. Willard Street, Kalamazoo, Michigan Project No: 240058 – W.O. 2023-3

Update

Clarklogic intends to purchase a five parcel piece of property occupied by a 98,939 square-foot industrial building. Previous environmental studies have demonstrated that volatile organic compounds are present in soil gas immediately beneath the building slab. Clarklogic believes a sub-slab depressurization system is needed to protect workers at this facility. To estimate the cost of the system and incorporate the design into planned building improvements, it is necessary to complete preliminary engineering and design of the system. Specifically needed is the completion of Pressure Field Extension (PFE) Testing. The test involves the placement of test suction points at various locations throughout the building complex, creating a vacuum under the building slab using various types and sizes of blowers, and measuring the zone of influence created by each blower unit. This results in an understanding of how many suction points, blowers and blower size needed to induce a vacuum under the entire building footprint. That information allows for development of conceptual cost estimates for the system and incorporation into a Brownfield Plan. The PFE Testing is

expected to require a full week on site for a team of 2-3 persons. A conceptual design will be developed along with a project memo describing the completed activities. The memo will include a conceptual cost for installation of a system. The KCBRA approved Work Order 2023-3 for \$24,000 to conduct the PFE Testing and prepare the Memorandum.

Memo

TO: Macy Walters, Brownfield Redevelopment Administrator, Kalamazoo County Brownfield Redevelopment Authority

FROM: Jeff Hawkins, Vice President/Senior Hydrogeologist, Therese Searles, Senior Geologist

DATE: January 18, 2024

RE: FY21 EPA Grant Updates and Invoices

This memorandum serves to provide information regarding updates for the Kalamazoo County Brownfield Redevelopment Authority (KCBRA) for activities and services rendered on various projects related to the FY21 EPA Brownfield Assessment Grant.

1. Community Outreach and Programmatic

Project No: E210229 -W.O. 2

Update:

Preparation of meeting materials were completed this month. A budget amendment request (W.O. 2, Amendment No 2) was approved by the KCBRA Board in November to finish out the remaining activities in the grant period.

2. Redman Ventures, LLC – 6667 Stadium Drive, Oshtemo Township

Project No: 231418 – W.O. 11

Redman Ventures, LLC has a purchase agreement in place with the Kevin and Shannon Brown to purchase the property located at 6667 Stadium Drive. The Browns had a previous work order (W.O.7) approved by the KCBRA under the project name Watershed LLC. W.O.7 is complete. The property consists of one parcel that is approximately 1.33 acres and is developed with a 3,726-square-foot former schoolhouse building that was constructed in 1870 and located at 6667 Stadium Drive in Oshtemo Township. The southern addition to the former schoolhouse building was constructed in the 1950s. Also, an approximately 5,700-square-foot former bus garage exists on the property. Years without use and significant water intrusion have caused the structure to become severely dilapidated and unsafe in its current condition. The KCBRA approved a project application submitted by Robert Redman and an associated work order to complete a Phase I ESA, Asbestos Survey, and Brownfield Plan evaluation activities. Eligibility for the site was received, the HASP accepted, and SAP approved by the USEPA for the property for assessment under the previous developer. U.S. EPA eligibility was received on May 12, 2023. The HASP was accepted and the SAP was approved by the USEPA on June 13, 2023. Updated documents were presented to the EPA Project Officer for accurate record retention. The Phase I ESA has been completed for the purchasing entity to comply with All Appropriate Inquiry. An Asbestos Survey will determine if any asbestos-containing materials exist that will require abatement prior to renovations/interior demolition. The asbestos survey report has been finalized and furnished to Redman Ventures, LLC with a copy forwarded on to the USEPA. Brownfield Plan evaluation activities consist of working with the township assessor to determine anticipated Future Taxable Value, work with the developer to anticipated eligible costs and run TIF modeling to

determine if a Brownfield Plan would be an appropriate tool for this project. Brownfield Plan evaluation activities are underway. Fishbeck has met with Mr. Redman to determine anticipated eligible costs, timeline and investment estimates to begin conversations with the Assessor. Mr. Redman is gathering materials and submitting them to Fishbeck as he gets them prepared.

3. Midlink Business Park Expansion – Comstock Charter Township
Project No: 230923 – W.O. 10 and W.O. 14

Update:

The project developer (5200 East Cork Street Investors, LLC) requested an amendment to the Midlink Brownfield Plan to include funding for eligible expenses related to constructing a new 165,000-square-foot speculative warehouse/light manufacturing building on 14 acres of surplus land at Midlink Business Park.

The new construction will result in an increase in available tax increment revenues. Work Order 10 approved project planning activities associated with a Brownfield Plan Amendment to accommodate additional costs related to the expansion. U.S. EPA eligibility was received on May 12, 2023. A summary of the planning activities, including remaining reimbursable expenses, sequencing of reimbursement, and timing considerations were presented to the KCBRA at the July regular meeting. Work Order 14 approved preparation of the Brownfield Plan Amendment. The KCBRA also approved a project application from Schupan to include their development activities into the Brownfield Plan Amendment. Amendment #4 to the Midlink Brownfield Plan has been prepared and the KCBRA recommended the Plan Amendment for approval at the September KCBRA regular meeting. Comstock Township passed a resolution of support of the Brownfield Plan Amendment on October 16, 2023. The Plan Amendment was formally adopted by the County Board of Commissioners, following the Public Hearing, on November 21, 2023. Grant funded activities are complete.

4. Comstock Center Redevelopment – 10 parcels at King Highway and River Street, Comstock Charter Township
Project No: 230924 – W.O. 8

Update:

Comstock Charter Township desires to redevelop 10 parcels at the southeast corner of King Highway and River Street in Comstock Center into a mixed-use redevelopment. At this time, neither a specific plan nor a developer have been identified. It has been determined that assessment will inform the redevelopment needs and assist in moving the project forward. Comstock Charter Township has engaged with each property owner regarding site access for assessment purposes. The KCBRA approved a project application requesting funding support through the use of the County's U.S. EPA Assessment Grant to conduct Phase I and II Environmental Site Assessments (ESAs), and if applicable to a pending property transaction, a Baseline Environmental Assessment (BEA), Due Care Documentation, and preparation of a Brownfield Plan. U.S. EPA eligibility was received on May 12, 2023. The Phase I ESA is complete and identified five Recognized Environmental Conditions (RECs) related to former site uses of laundromat and automotive services, a former machine shop, and one parcel with documentation of a tank but no record of removal or assessment. Fishbeck has met with Steve Deisler of Comstock Township and the three property owners to secure access agreements to complete Phase II assessment activities to address the identified RECs. A HASP and SAP were prepared and submitted to the USEPA. After back and forth communication with EPA to address some initial questions, approval of SAP has been obtained. The Phase II ESA report has been completed and issued to Comstock Township detailing the results of the GPR survey to assess the former tank on the east section of the property along King Highway, Geoprobe soil boring installation to assess soil and groundwater across three identified areas of the site, and vapor pin installation and sampling within the

two commercial buildings associated with the site. The Phase II ESA results identified select metals in soil on two of the parcels at levels in excess of EGLE cleanup criteria. The identified exceedances do not represent a potential for unacceptable health exposures under current site conditions but indicate further assessment/limited response may be appropriate if residential redevelopment is considered on lots that are currently commercial.

At the request of Comstock Township three summary letters for each of the three separate property owners were prepared by Fishbeck discussing the Phase II ESA results specific to their parcels. Additionally, Fishbeck will be conducting in-person and virtual meetings with Comstock Township and each of the property owners to discuss the Phase II ESA results. The Board should be aware that the additional communication/correspondences necessary throughout this project, inclusive of EPA, Comstock Township, and property owners, has been beyond what was anticipated at the time the work order was prepared and has resulted in additional expenditures beyond approved estimates. Some of this activity (labor expenses) has been billed to the County administrative budget under Fishbeck's general services contract as discussed at the November KCBRA meeting and as directed by KCBRA staff. After discussions with the Brownfield Administrator, this month's invoice for consideration includes a large laboratory expense (under the Phase II ESA scope of work) that has utilized the full budget for the Brownfield Plan. Redevelopment Plans are still under consideration and the timing and scope of a Brownfield Plan is not yet known. The Board should evaluate this use of the Brownfield Plan budget to cover the higher Phase II ESA costs.

5. Eliza Street Expansion/200 Lee Street – Village of Schoolcraft
Project No: 230914 – W.O. 9

Update:

This is a property where the Kalamazoo County BRA has previously had a significant role in supporting redevelopment. 555 Eliza Street is a Clarklogic-owned property. A vacant parcel to the south of Eliza Street is being redeveloped with a 126,000-square-foot warehousing building. As construction began, unsuitable soils were encountered which will require offsite disposal. There is also concern that about the environmental condition of the site and specifically if vapor mitigation controls are required for this new construction. Services related to soil management and assessing vapor intrusion considerations will not be funded through the EPA grant and will be covered under KCBRA general environmental services.

A Brownfield Plan is in place for this site. The new construction will result in an increase in available tax increment revenues. A Brownfield Plan Evaluation was approved by the KCBRA to have Fishbeck work with the local Assessor to estimate future tax revenues and provide the Authority with different schedules to show how the future taxes can be used to pay for costs previously incurred by the Authority, costs previously incurred by Clarklogic, loan repayment obligations the County has to EGLE, and future costs related to this development. This evaluation will also aid the Authority in considering any request for the use of Local Brownfield Revolving Funds.

Fishbeck has received total project eligible costs from Clarklogic, an estimated Future Taxable Value (FTV) from the Assessor for the Village of Schoolcraft, and conducted TIF modeling. Fishbeck presented to the KCBRA Board at the October meeting an evaluation of new activities within the existing Brownfield Plan and it was determined that an Amendment is not needed. EPA grant funded activities for this project are complete.

6. Legacy Senior Living – 730 N. Burdick Street, Kalamazoo, Michigan
Project No: 231419 – W.O. 12

Update:

Hollander Development Corporation (Hollander), in partnership with Mt. Zion Baptist Church of Kalamazoo, has been awarded low-income tax credits to develop a 70-unit multi-family apartment community for seniors in Kalamazoo's Northside Neighborhood. The community is designed as a sustainable development that provides much needed affordable housing options and allows residents to age in place. The property consists of 14 current parcels that will be combined and addressed as 730 N. Burdick Street. Phase I and II Environmental Site Assessments have already been completed. Sampling has identified existing contamination, but further cleanup planning is needed to safely reuse the site and support redevelopment. The KCBRA approved Work Order 12 to include Fishbeck preparing a Response Activity Plan (ReSAP), inclusive of the development of a conceptual site model (CSM) that details all available environmental data for the project site and discusses potential unacceptable contaminant exposure pathways relative to the planned redevelopment of the site. The ReSAP will be prepared to satisfy requirements by the Michigan State Housing Development Authority (MSHDA) for tax credit support for the planned development. The plan will present a detailed description of response activities that will be undertaken to eliminate unacceptable exposures. The preparation of the CSM, including a discussion of proposed response activities, is critical to efficiently communicating site conditions with the EGLE. Once completed, the ReSAP will be submitted to EGLE for review and concurrence that the property is, or will be, safe for its planned end use following the completion of necessary response activities to mitigate unacceptable risk for all complete exposure pathways.

The KCBRA approved Work Order 12 also includes conducting brownfield cleanup planning activities, including communicating with regulatory agencies and evaluating leveraged funds to support safe reuse of the site. Fishbeck prepared an eligibility demonstration that was submitted to the USEPA. Following some questions on site ownership, an amended eligibility demonstration was prepared and concurrence on eligibility was received from the USEPA. The CSM has been prepared and submitted to EGLE with KCBRA staff receiving a copy. Concurrent with our discussions with EGLE to determine appropriate content to receive approval of the ReSAP, were discussions about potential EGLE support of a Grant or Loan to fund installation of a proposed Vapor Mitigation System (VMS) (not funded through the KCBRA). The EGLE response to the request for State funding to install a VMS was to indicate that the preference of the State would be to provide funding to complete additional sampling/characterization ideally demonstrating that a VMS was not necessary. Therefore, portions of KCBRA funding authorized for VMS design has been utilized to engage EGLE on current site conditions and scope of sampling assessment necessary to demonstrate VMS is not required for new construction. As a result of these efforts, EGLE funding has been secured for pre-investigation (preparation of HASP and SAP), field investigation, and reporting (Investigation report, ReSAP, and DDCC). The level of effort to gather information to support development of the sampling strategy was funded under the cleanup planning portion of approved EPA assessment grant funds and all activities completed to date support the ultimate goal of EGLE approval of a ReSAP. Activities funded by EGLE will not be utilizing KCBRA funds. The focus of the KCBRA approved funds is now on cleanup planning and those activities are winding down. There is still a need for preparation of a Baseline Environmental Assessment, and it is unclear whether EGLE will support those costs for preparation of a BEA.

7. YWCA – 550 S. Riverview, Parchment, Michigan

Project No: 231417 – W.O. 13

Update:

Young Women's Christian Association (YWCA) of Kalamazoo, Michigan is requesting funding for assessment, planning and design of a vapor mitigation system ("Project") for the building located at 550 S. Riverview Drive, Parchment, Michigan ("Property"). The Property was occupied by Advia Credit Union ("Advia") and served as its headquarters. Advia's headquarters have now moved and the Property is listed for sale. The YWCA has entered into a purchase agreement with Advia, and is in the process of completing its due diligence before making a

decision about whether to purchase the Property. Recent sampling undertaken during the due diligence period has detected hazardous substances present at the Property, some of which may have the potential to volatilize into the building (vapor intrusion, or “VI”). The YWCA is not willing to occupy the Building and risk the health of its employees, clients or tenant (Advia plans to lease and occupy a small part of the Building) without taking steps to mitigate the VI risk. The YWCA is seeking funding from the Authority to pay for the costs of this VI assessment and cleanup planning.

The KCBRA approved Work Order 13 at the July KCBRA meeting to seek concurrence with U.S. EPA on eligibility, prepare a Health and Safety Plan (HASP), and a Sampling and Analysis Plan (SAP) for the site. Additional services include Pressure Field Extension (PFE) testing to assess the building conditions and system requirements. Further cleanup planning involves the design of the vapor mitigation system (VMS). A budget for project management inclusive of coordination and communication regarding the EPA grant related costs is also included in this work order. Costs associated with the actual installation of the VMS are not included in the EPA grant request. The costs associated for installation of the VMS were approved for support by the KCBRA using the County’s LBRF. A separate work order for the use of LBRF funds will be prepared at the appropriate time.

Eligibility was received for the site on August 9, 2023. In preparing to initiate PFE testing, it was determined that additional sampling is not needed to conduct the PFE testing and design the VMS. Since no physical sampling will occur, a SAP is not required to be submitted to the USEPA. A HASP has been created for field staff to safely access the site. As the site was not yet owned by YWCA, authorization to access the site was needed and was received. PFE testing was completed on September 5, 2023. YWCA has since closed on the property. Fishbeck has evaluated the test data and the VMS design specifications have been completed and submitted to YWCA, KCBRA staff, and forwarded to the EPA. Therefore, the EPA grant supported activities are wrapping up, but a final invoice is still forthcoming.

8. Urban Exposure Initiative – 1116 Lake Street, Kalamazoo, Michigan **Project No: 231768 – W.O. 15**

Update:

The property will be redeveloped by the owner, J&J Property Investing, LLC, to establish the Urban Exposure Initiative, whose mission is to promote entrepreneurial experiences and increase access to healthy foods and farming practices for people negatively impacted by inequities in local housing, healthcare, employment, and food systems. The vision for redevelopment includes creating a working year-round urban farm and attached micro grocery store/café to bring food closer to the community. The first floor will include spaces for the micro-grocery/café/smoothie shop with classes offered to teach about hydroponic growing techniques. There will also be space for a therapy office on the first floor. The second floor is anticipated to be redeveloped into one residential unit. The Urban Exposure Initiative is working with Kalamazoo Valley Community College and the Edison Neighborhood Association to bring this vision forward. Some steps have already been taken toward redevelopment. Known asbestos-containing floor tile was properly abated; however, a comprehensive asbestos building survey has not been conducted. There is also suspected lead paint in the building. The KCBRA approved Work Order 15 at the September board meeting to complete eligibility, prepare a Health and Safety Plan (HASP) and Sampling and Analysis Plan (SAP), and perform a Hazardous Materials Inspection (HMI, consisting of an asbestos survey and limited paint chip sampling). It is intended that this property will become part of a City of Kalamazoo Brownfield Plan. Brownfield Plan evaluation activities are also approved in this Work Order to work with the city assessor to determine anticipated Future Taxable Value and run TIF modeling to determine if a Brownfield Plan would be an appropriate tool for this project. After the evaluation is complete, preparation of a Brownfield Plan was also approved, if deemed appropriate through the evaluation, to allow for the reimbursement of eligible activities needed to redevelop the property. Eligibility was received from the USEPA on

October 24, 2023. A HASP and SAP has been prepared and submitted to the USEPA. The Sampling and Analysis Plan was approved on November 21, 2023. The HMI report has been finalized and furnished. Fishbeck will begin working with the property owner and the local assessor to initiate the brownfield evaluation activities.

9. 702 W. Michigan Avenue, Kalamazoo, Michigan
Project No: 231766 – W.O. 16

Update:

Bobby Hopewell desires to redevelop a downtown Kalamazoo commercial property located at 702 W. Michigan Avenue. The property is an approximately 1,800-square-foot former automotive service station believed to have been developed in the early 1900s and located on a 0.16-acre parcel downtown in a historic area. Redevelopment plans are not finalized but intend to recognize the community's desire for more entertainment and dining venues and will likely include selective interior demolition. Mr. Hopewell has site access control for the purposes of assessment prior to acquisition. Limited Phase II assessment data exists. A project application has been submitted to and accepted by the KCBRA requesting funding support through the use of the County's U.S. Environmental Protection Agency (U.S. EPA) Assessment Grant.

The scope of services approved in Work Order 16 consists of obtaining U.S. EPA eligibility, State of Michigan petroleum eligibility determination, Phase I and II Environmental Site Assessments (ESAs), and if needed a Baseline Environmental Assessment (BEA), Due Care Documentation, and Brownfield Plan evaluation activities and preparation of a Brownfield Plan. A request for a petroleum eligibility determination from the State of Michigan has been prepared and submitted and the determination was received on October 23, 2023. An eligibility demonstration for hazardous substances has also been prepared and submitted to the USEPA and eligibility approval was received on October 24, 2023. A HASP and SAP have been prepared and approved by the USEPA for sampling activities (Phase II ESA, HMI). The Phase I ESA and Hazardous Materials Inspection (HMI) are complete and reports have been furnished. All field activities for Phase II ESA activities are complete. The project is paused indefinitely as the seller chose not to move forward with the existing purchase agreement which ended December 1, 2023. Fishbeck worked to expedite the environmental assessment process, which included time for EPA approvals, and while reports could not be finalized by this date, all environmental data was provided by December 1st. Mr. Hopewell requested more time from the seller to finalize layered funding sources and offered to enter into a new purchase agreement with the seller. However, the seller did not accept this offer. At this point, Fishbeck is finalizing the Phase II report since all field work has been completed. No additional services will be completed under the existing approved EPA grant work order beyond finalizing the Phase II ESA report. Fishbeck is still awaiting lab vendor invoicing. It is anticipated that the KCBRA will have all final billing by February to determine remaining project funds that may be reallocated to other projects.

**Kalamazoo County Brownfield Redevelopment Authority
U.S. EPA Brownfield Assessment Grant
Budget and Cost Summary**

| Project ID | Phase | Activity | Budget | Invoice # | Date | Amount | Subtotal | Returned | Remaining | | | | | | | | | |
|----------------------|------------------|--|--|--|------|--------------|------------------------|-----------------|---|--------------------|------------------|-------------|--|-------------------|--------------|-------------------|----------------|------|
| 230922 | 7 | 2,3 | Watershed LLC - 6667 Stadium Drive, Oshtemo Township | | | \$ 8,000.00 | 424169 | 6/8/2023 | \$ 548.40 | | | | | | | | | |
| | | | | | | | Project Subtotal | \$ 548.40 | | Project Subtotal | \$ 7,451.60 | | | | | | | |
| | | | | | | | | | | Budget Returned | \$ 7,451.60 | | | | | | | |
| | | | | | | | | | | Budget Remaining | \$ - | | | | | | | |
| | | | | | | | | | | Invoice Breakdown | | | | | | | | |
| | | 2 | Eligibility and Asbestos Survey | \$ 5,000.00 | | | | 424169 | 6/8/2023 | \$ 548.40 | | | | | | | | |
| | Phase Subtotal | | | | | | | \$ 548.40 | | Phase Subtotal | \$ 4,451.60 | | | | | | | |
| | | 3 | Brownfield Plan Evaluation | \$ 3,000.00 | | | | | | \$ - | | | | | | | | |
| | Phase Subtotal | | | | | | | \$ - | | Phase Subtotal | \$ 3,000.00 | | | | | | | |
| | 230924 | 8 | 1,2,3 | Comstock Charter Township, Comstock Center Redevelopment | | | \$ 30,000.00 | Invoice Total | 424166 | 6/8/2023 | \$ 1,696.79 | | | | | | | |
| Invoice Total | | | | | | | | 426125 | 7/19/2023 | \$ 2,303.21 | | | | | | | | |
| Invoice Total | | | | | | | | 426220 | 8/7/2023 | \$ 597.55 | | | | | | | | |
| Invoice Total | | | | | | | | 427544 | 9/7/2023 | \$ 818.33 | | | | | | | | |
| Invoice Total | | | | | | | | 429028 | 10/9/2023 | \$ 1,322.63 | | | | | | | | |
| Invoice Total | | | | | | | | 429757 | 11/2/2023 | \$ 10,523.93 | | | | | | | | |
| Invoice Total | | | | | | | | 431498 | 12/12/2023 | \$ 1,064.25 | | | | | | | | |
| Invoice Total | | | | | | | | 432687* | 1/9/2024 | \$ 7,673.31 | | | | | | | | |
| Project Subtotal | | | | | | | | | \$ 26,000.00 | | Project Subtotal | \$ 4,000.00 | | | | | | |
| | | | | | | | | | | | | | | | | Invoice Breakdown | | |
| | | | | | | | | 1 | Eligibility and Phase I | \$ 4,000.00 | | | | 424166 | 6/8/2023 | \$ 1,696.79 | | |
| 426125 | | | | | | | | | | | | | | 7/19/2023 | \$ 2,303.21 | | | |
| | | | | | | | | | | | | | | Phase Subtotal | \$ 4,000.00 | | Phase Subtotal | \$ - |
| | | | | | | | | 2 | Phase II | \$ 18,000.00 | | | | 426220 | 8/7/2023 | \$ 597.55 | | |
| 427544 | | | | | | | | | | | | | | 9/7/2023 | \$ 818.33 | | | |
| 429028 | | | | | | | | | | | | | | 10/9/2023 | \$ 1,322.63 | | | |
| 429757 | | | | | | | | | | | | | | 11/2/2023 | \$ 10,523.93 | | | |
| 431498 | | | | | | | | | | | | | | 12/12/2023 | \$ 1,064.25 | | | |
| 432687 | | | | | | | | 1/9/2024 | \$ 7,673.31 | | | | | | | | | |
| Phase Subtotal | | | | | | | | \$ 22,000.00 | | Phase Subtotal | \$ - | | | | | | | |
| | 2 | Bea/Due Care | \$ 4,000.00 | | | | | | \$ - | | | | | | | | | |
| Phase Subtotal | | | | | | | \$ - | | Phase Subtotal | \$ 4,000.00 | | | | | | | | |
| | 3 | Brownfield Plan Budget Adjustment to support expanded scope of PII (pending*) | \$ 4,000.00 | | | | | | \$ - | | | | | | | | | |
| | | | | | | | \$ (4,000.00) | | | | | | | | | | | |
| | | | | | | | \$ - | | Phase Subtotal | \$ - | | | | | | | | |
| 230914 | 9 | 3 | 555 Eliza Street Schoolcraft Expansion | | | \$ 15,000.00 | Invoice Total | 424168 | 6/8/2023 | \$ 730.55 | | | | | | | | |
| | | | | | | | Invoice Total | 425256 | 7/10/2023 | \$ 731.87 | | | | | | | | |
| | | | | | | | Invoice Total | 426224 | 8/7/2023 | \$ 1,036.37 | | | | | | | | |
| | | | | | | | Invoice Total | 427444 | 9/7/2023 | \$ 1,058.96 | | | | | | | | |
| | | | | | | | Invoice Total | 429203 | 10/10/2023 | \$ 546.65 | | | | | | | | |
| | | | | | | | Invoice Total | 430075 | 11/8/2023 | \$ 1,487.00 | | | | | | | | |
| | | | | | | | Invoice Total | 431026 | 12/4/2023 | \$ 549.45 | | | | | | | | |
| | | | | | | | Project Subtotal | \$ 6,140.85 | | Project Subtotal | \$ 1,859.15 | | | | | | | |
| | | | | | | | | | | | | | | Invoice Breakdown | | | | |
| | | | | | | | | 3 | Brownfield Plan Evaluation | \$ 8,000.00 | | | | 424168 | 6/8/2023 | \$ 730.55 | | |
| 425256 | 7/10/2023 | \$ 731.87 | | | | | | | | | | | | | | | | |
| 426224 | 8/7/2023 | \$ 1,036.37 | | | | | | | | | | | | | | | | |
| 427444 | 9/7/2023 | \$ 1,058.96 | | | | | | | | | | | | | | | | |
| 429203 | 10/9/2023 | \$ 546.65 | | | | | | | | | | | | | | | | |
| 431026 | 12/4/2023 | \$ 549.45 | | | | | | | | | | | | | | | | |
| Phase Subtotal | \$ 4,653.85 | | Phase Subtotal | \$ 3,346.15 | | | | | | | | | | | | | | |
| | 3 | Brownfield Plan Amendment | \$ 7,000.00 | | | | | | \$ - | | | | | | | | | |
| | | | | | | | | | Phase Subtotal | \$ 7,000.00 | | | | | | | | |
| | | | | | | | | | Phase Budget Returned | \$ 7,000.00 | | | | | | | | |
| | | | | | | | Phase Budget Remaining | \$ - | | | | | | | | | | |
| 230923 | 10,14 | 3 | Midlink Business Park Expansion | | | \$ 12,500.00 | Invoice Total | 424164 | 6/8/2023 | \$ 480.25 | | | | | | | | |
| | | | | | | | Invoice Total | 426124 | 7/19/2023 | \$ 1,525.78 | | | | | | | | |
| | | | | | | | Invoice Total | 426219 | 8/7/2023 | \$ 862.34 | | | | | | | | |
| | | | | | | | Invoice Total | 427542 | 9/7/2023 | \$ 488.16 | | | | | | | | |
| | | | | | | | Invoice Total | 429024 | 10/9/2023 | \$ 2,733.55 | | | | | | | | |
| | | | | | | | Invoice Total | 429753 | 11/2/2023 | \$ 375.49 | | | | | | | | |
| | | | | | | | Invoice Total | 431433 | 12/7/2023 | \$ 71.63 | | | | | | | | |
| | | | | | | | Project Subtotal | \$ 6,537.20 | | Project Subtotal | \$ 2,819.33 | | | | | | | |
| | | | | | | | | | | | | | | Invoice Breakdown | | | | |
| | | | | | | | | 10 | Project Planning Associated with Plan Amendment | \$ 6,500.00 | | | | 424164 | 6/8/2023 | \$ 480.25 | | |
| 426124 | 7/19/2023 | \$ 1,525.78 | | | | | | | | | | | | | | | | |
| 426219 | 8/7/2023 | \$ 862.34 | | | | | | | | | | | | | | | | |
| 427542 | 9/7/2023 | \$ 488.16 | | | | | | | | | | | | | | | | |
| 429024 | 10/9/2023 | \$ 2,733.55 | | | | | | | | | | | | | | | | |
| 429753 | 11/2/2023 | \$ 375.49 | | | | | | | | | | | | | | | | |
| Phase Subtotal | \$ 3,356.53 | | Phase Subtotal | \$ 3,143.47 | | | | | | | | | | | | | | |
| | | | | | | | Phase Budget Returned | \$ 3,143.47 | | | | | | | | | | |
| | | | | | | | Phase Budget Remaining | \$ - | | | | | | | | | | |
| | 14 | Brownfield Plan Amendment | \$ 6,000.00 | | | | 429024 | 10/9/2023 | \$ 2,733.55 | | | | | | | | | |
| 429753 | | | | | | | 11/2/2023 | \$ 375.49 | | | | | | | | | | |
| | | | | | | | Phase Subtotal | \$ 3,109.04 | | Phase Subtotal | \$ 2,890.96 | | | | | | | |
| 231417 | 13 | 3 | YWCA, 550 S. Riverview Drive City of Parchment | | | \$ 23,250.00 | Invoice Total | 428218 | 9/18/2023 | \$ 1,230.54 | | | | | | | | |
| | | | | | | | Invoice Total | 429320 | 10/12/2023 | \$ 4,757.52 | | | | | | | | |
| | | | | | | | Invoice Total | 429752 | 11/2/2023 | \$ 2,693.54 | | | | | | | | |
| | | | | | | | Invoice Total | 431432 | 12/7/2023 | \$ 2,903.27 | | | | | | | | |
| | | | | | | | Invoice Total | 432668* | 1/8/2024 | \$ 1,857.40 | | | | | | | | |
| | | | | | | | Project Subtotal | \$ 13,442.27 | | Project Subtotal | \$ 7,689.96 | | | | | | | |
| | | | | | | | Invoice Breakdown | | | | | | | | | | | |

Kalamazoo County Brownfield Redevelopment Authority
 U.S. EPA Brownfield Assessment Grant
 Budget and Cost Summary

| | | | | | | | | | |
|--------|----|---|--|----------------|---|--|---------------|-------------------|---------------|
| | | | | | Phase Subtotal | | \$ - | Phase Subtotal | \$ 5,500.00 |
| | | 3 | Brownfield Plan Evaluation | \$ 3,000.00 | | | | | |
| | | | | | Phase Subtotal | | \$ - | Phase Subtotal | \$ 3,000.00 |
| | | 3 | Brownfield Plan Preparation | \$ 6,000.00 | | | | | |
| | | | | | Phase Subtotal | | \$ - | Phase Subtotal | \$ 6,000.00 |
| | | | Approved Project Budgets Subtotal | \$ 314,495.01 | Invoice Total | | \$ 211,891.31 | Budgets Remaining | \$ 77,813.88 |
| | | | Estimated Contractual Budget Remaining | \$ (23,195.01) | Actual Contractual Budget Remaining and un-invoiced | | \$ 79,408.69 | Check | \$ 291,300.00 |
| | | | Project Budgets Returned | | | | | | |
| 210265 | 3 | 2 | 1001 2nd Street, Kalamazoo | \$ 2,676.98 | | | | | |
| 230922 | 7 | 2 | Watershed LLC - 6667 Stadium Drive, Oshtemo Township | \$ 7,451.60 | | | | | |
| 210220 | 1 | 2 | QAPP Preparation | \$ 2,400.00 | | | | | |
| 230923 | 10 | 3 | Midlink Business Park Expansion | \$ 3,143.47 | | | | | |
| 230914 | 9 | 3 | 555 Eliza Street Schoolcraft Expansion | \$ 7,000.00 | | | | | |
| 231417 | 13 | 3 | YWCA, 550 S. Riverview Drive City of Parchment* | \$ 2,117.77 | | | | | |
| | | | Available Contractual Budget Remaining | \$ 1,594.81 | | | | | |
| | | | Notes: | | | | | | |
| | | | *Pending | | | | | | |

**Payment Options**

Remit Wire/ACH payments to Acct: 100094457 ABA: 072413829
 Remit checks to: 1515 Arboretum Drive, SE, Grand Rapids, Michigan 49546
 Remittance Advice: accounts.receivable@fishbeck.com
 616.575.3824
 Federal I.D. No. 38-1841857 | Incorporated

Attention: Macy Walters
Kalamazoo County Brownfield Redevelopment Authority
 201 West Kalamazoo Avenue
 Kalamazoo, MI 49008
 United States

Invoice : 432687
Invoice Date : 1/9/2024
Project : 230924
Project Name : KCBRA/Comstock Center Redevelopment
Bill Term : BT1

For Professional Services Rendered Through 12/31/2023

Contract : MIDeal
Contract Name : MIDeal Contracts

| | Fee | Available | Billings | | |
|---|-----------|-----------|-----------------------------|-----------|-----------------|
| | | | To Date | Previous | Current |
| 230924 - KCBRA/Comstock Center Redevelopment | | | | | |
| Elg & PH1 - Eligibility & Phase I ESA | 4,000.00 | 0.00 | 4,000.00 | 4,000.00 | 0.00 |
| PH2 ESA - Phase II ESA | 22,000.00 | 7,673.31 | 22,000.00 | 14,326.69 | 7,673.31 |
| <i>Expenses</i> | | 7,673.31 | | | |
| | | | Current Billings | | 7,673.31 |
| | | | Amount Due This Bill | | <u>7,673.31</u> |

Total Fee : 26,000.00
To Date Billings : 26,000.00
Total Remaining : 0.00

Project: 230924 - KCBRA/Comstock Center Redevelopment**Invoice: 432687****PH2 ESA - Phase II ESA**

| Expenses | | | |
|-------------------------|-------------|-------------------|-----------------|
| <i>Account / Vendor</i> | <i>Cost</i> | <i>Multiplier</i> | <i>Amount</i> |
| Subconsultant | | | |
| Merit Laboratories | 7,673.31 | 1.00 | 7,673.31 |
| Total Expenses | | | 7,673.31 |

Total Project: 230924 - KCBRA/Comstock Center Redevelopment**7,673.31**

| | | | |
|----|----------------------------|-----------|------------------|
| 1 | Postage Jan-March | \$ | 4.64 |
| 2 | April-June | | |
| 3 | July-Sept. | | 50.28 |
| 4 | Oct.-Dec. | | 0.99 |
| 5 | Total | \$ | 55.91 |
| 6 | Printing Jan-March | \$ | 8.99 |
| 7 | April-June | | 45.63 |
| 8 | July-Sept. | \$ | 9.43 |
| 9 | Oct.-Dec. | \$ | 10.37 |
| 10 | Total | \$ | 74.42 |
| 11 | Office Supplies | | |
| 12 | J.B. Printing (B.Cards-MW) | \$ | 31.50 |
| 13 | | | |
| 14 | | | |
| 15 | Total | \$ | 31.50 |
| 16 | Contractual | | |
| 17 | Fishbeck 2/16/23 | \$ | 160.00 |
| 18 | Fishbeck 3/16/23 | \$ | 315.00 |
| 19 | Fishbeck 5/10/23 | \$ | 2,147.75 |
| 20 | Fishbeck 6/8/23 | \$ | 2,226.61 |
| 21 | Fishbeck 7/12/23 | \$ | 2,294.95 |
| 22 | Fishbeck 8/7/23 | \$ | 806.25 |
| 23 | Fishbeck 9/7/23 | \$ | 1,420.00 |
| 24 | Fishbeck 10/9/23 | \$ | 963.75 |
| 25 | Fishbeck 11/2/23 | \$ | 652.00 |
| 26 | Fishbeck 12/7/23 | \$ | 585.00 |
| 27 | Fishbeck 1/9/24 | \$ | 365.00 |
| 28 | | | |
| 29 | | | |
| 30 | Total | \$ | 11,936.31 |
| 31 | Contractual Op. | | |
| 32 | Fishbeck 3/16/23 | \$ | 315.00 |
| 33 | Fishbeck 5/10/23 | \$ | 288.75 |
| | Fishbeck 1/9/24 | \$ | 679.50 |
| 35 | | | |
| 36 | | | |
| 37 | | | |
| 38 | | | |
| 39 | | | |
| 40 | Total | \$ | 1,283.25 |
| 41 | Site Study | | |
| 42 | | | |
| 43 | | | |
| 44 | | | |
| 45 | Total | \$ | - |
| 46 | | | |
| 47 | | | |
| 48 | | | |

| | | | | | |
|--------------------------------|-----------|----------------------|-----------------------------|----|------------------|
| Other contract | | Salaries | | | |
| Varnum - KALSEE | \$ | 1,147.00 | Salary R Q1 | \$ | 309.30 |
| Varnum - 100 Island Ave | \$ | 341.00 | Salary M Q1 | \$ | 16,314.48 |
| Varnum - IPUSA | \$ | 1,742.20 | Fringe Q1 | \$ | 7,131.60 |
| Varnum - Cont. Other | \$ | 1,101.60 | Salary R Q2 | \$ | 1,185.65 |
| Varnum - IPUSA | \$ | 527.00 | Salary M Q2 | \$ | 16,117.92 |
| Varnum - IPUSA | \$ | 93.00 | Fringe Q2 | \$ | 7,423.14 |
| Varnum - Cont. Other | \$ | 680.00 | Salary Q3 R | \$ | 567.05 |
| Varnum - IPUSA | \$ | 403.00 | Salary Q3 M | \$ | 13,955.76 |
| Varnum - IPUSA | \$ | 496.00 | Fringe Q3 | \$ | 6,230.28 |
| Varnum - Paper City | \$ | 1,147.00 | Salary Q4 R | | 773.25 |
| Varnum - Paper City | \$ | 1,364.00 | Salary Q4 M | | 13529.88 |
| Varnum - Paper City | \$ | 93.00 | Fringe Q4 | | 6136.04 |
| Varnum - Paper City | \$ | 186.00 | | | |
| Total | \$ | 9,320.80 | Total | | 89,674.35 |
| Communication -internal | | | | | |
| Network Jan.-March | | 533.25 | | | |
| Network April-June | | 532.52 | | | |
| Network July-Sept. | | 532.5 | | | |
| Network Oct.-Dec. | | 355 | | | |
| Total | \$ | 1,953.27 | | | |
| Communication | | | | | |
| Total | \$ | - | | | |
| Travel | | | | | |
| Walters Vicks Mill Tour 11/22 | | 23.44 | *previous invoice from 2022 | | |
| Walters Vicks Mill Tour 04/23 | | 24.56 | | | |
| Walters Vicks Mill Tour 8/23 | | 24.56 | | | |
| Total | \$ | 72.56 | | | |
| Marketing | | | | | |
| Blue Tree Web Design | \$ | 80.00 | | | |
| Go Daddy Invoice | \$ | 45.34 | *corrected amount | | |
| W.P. Engine Invoice | \$ | 300.00 | | | |
| Total | \$ | 425.34 | | | |
| Employee Training | | | | | |
| EGLE Conference - Staff | \$ | 195.00 | | | |
| Total | \$ | 195.00 | | | |
| Miscellaneous | | | | | |
| Total | \$ | - | | | |
| Indirect Costs 9/20/23 | \$ | 17,077.00 | | | |
| Indirect Cost alloc. | \$ | 17,077.00 | | | |
| Interest Expense | | | | | |
| Total | | 0.00 | | | |
| Total Expenses | | | | | |
| | | \$ 132,099.71 | | | |

estimated

| | | |
|------------------|-------------------------|-----------|
| 243 General Fund | total with encumbrances | 2,560,209 |
| 242 LBRF | total with encumbrances | 4,684,093 |

| | | | | | | | |
|---|--|--------------|---------------------|-----------|-----------|-----------|---------------------|
| 1 | | | | | | | |
| 2 | | | Carry fwd 2010-2018 | \$238,924 | | | |
| 3 | BRA ACTUAL TOTAL 2019 AS OF 3-12-20 | 2,419,002.16 | 587,581.34 | 0.00 | 1,831,421 | 1,831,421 | 2,070,344.48 |

| 5 | BRA Fund 243 for 2023 (Formerly Fund 247) | Revenues | Expenses | Estimated Pending reimb. | REV-EXP | | |
|----|--|--------------|--------------|--------------------------|-------------|---------|---|
| 6 | County BRA (acct 24370300-) | 28,754.20 | 132,099.71 | | -103,345.51 | | MUNIS Actual, Admin Expense (D6) |
| 7 | Dividends | 13,854.20 | | | 13,854.20 | | |
| 8 | Service Fees | 14,900.00 | | | | | |
| 9 | Midlink local TIR tax (acct 24370301-420.00) | 420,615.74 | 526,957.60 | | -106,341.86 | | |
| 10 | Midlink school TIR tax (acct 24370301-420.01) | 817,016.69 | | | 817,017 | | |
| 11 | Midlink Admin chg | | | | | | |
| 12 | General Mills local TIR (acct 24370304-420.00) | 92,380.47 | 86,385.74 | | 5,995 | | |
| 13 | General Mills school TIR (acct 24370304-420.01) | | | | 0 | | |
| 14 | General Mills Admin chg | | | | | | |
| 15 | 9008 Portage Road local TIR (acct 24370303-420.00) | 676.24 | 6,227.14 | | -5,551 | | |
| 16 | 9008 Portage Road school TIR (acct 24370303-420.01) | | | | 0 | | |
| 17 | 9008 Portage Road Admin Chg | | | | | | |
| 18 | Corner @ Drake (24370305-420.00) | | 2,602.89 | | -2,603 | | |
| 19 | Corner @ Drake Admin Chg | | | | | | |
| 20 | 555 E. Eliza St. Local TIR (24370306-420.00) | 10,086.72 | 5,000.00 | | 5,087 | | Clark logic EGLE PMNT |
| 21 | 555 E. Eliza St. School TIR (24370306-420.01) | 257.10 | 5,000.00 | | -4,743 | | |
| 22 | 555 E. Eliza St. Admin Chg | | | | | | |
| 23 | 232 LLC (24370307-420.00) | | 5,137.46 | | -5,137 | | |
| 24 | 232 LLC Admin. Chg | | | | | | |
| 25 | Blackbird Billiards local TIR (24370308-420.00) | 1,027.73 | 965.83 | | 62 | | |
| 26 | Blackbird Billiards School TIR (24370308-420.01) | 807.85 | 675.15 | | 132.70 | | |
| 27 | Blackbird Billiards Admin Chg | | | | | | |
| 28 | RAI AZO, LLC local TIR (24370309-420.00) | 1,292.27 | | | 1,292.27 | | |
| 29 | RAI AZO, LLC School TIR (24370309-420.01) | | | | 0 | | |
| 30 | RAI Admin Chg | | | | | | |
| 31 | Kalamazoo West Prof Ctr Local TIR (24370310-010) | 4,320.81 | 4,220.87 | | 99.94 | | |
| 32 | Kalamazoo West Admin. Chg | | | | | | |
| 33 | Metal Mechanics Local TIR (24370311-420.00) | 2,054.93 | 4,890.06 | | -2,835 | | |
| 34 | Metal Mechanics School TIR (24370311-420.01) | | | | 0 | | |
| 35 | Metal Mechanics Admin. Chg. | | | | | | |
| 36 | Scanell/Project Spartan Local TIR (24370318-420.00) | 103,248.09 | 622,628.77 | | -519,381 | | |
| 37 | Scanell/Project Spartan School TIR (24370318-420.01) | | 50,393.50 | | -50,394 | | *2021 TIR Return |
| 38 | Scanell/Project Spartan Admin. Chg. | | | | | | |
| 39 | Stryker Local (24370313-420.00) | 178,553.33 | 16,516.34 | | 162,037 | | |
| 40 | Stryker School (24370313-420.01) | | 7,490.37 | | -7,490 | | |
| 41 | Stryker Admin. Chg | | | | | | |
| 42 | Stadium Park Way Local (24370314-420.00) | 58,432.04 | 55,562.73 | | 2,869 | | |
| 43 | Stadium Park Way School (24370314-420.01) | 70,141.58 | | | 70,142 | | |
| 44 | Stadium Park Way Admin Chg | | | | | | |
| 45 | 383 S. Pitcher St Local TIR (24370315-420.00) | 13,643.99 | 13,123.61 | | 520 | | |
| 46 | 383 S. Pitcher School TIR (24370315-420.01) | 8,854.71 | 7,732.71 | | 1,122 | | |
| 47 | 383 S. Pitcher Admin Chg | | | | | | |
| 48 | Vickburg Mill (24370316) | | | | | | |
| 49 | Vicksburg Mill Admin. Chg | | | | | | |
| 50 | Delta Marriott (24370317) Local TIR | 47,842.60 | | | | | |
| 51 | Delta Marriott School TIR | | | | | | |
| 52 | Delta Marriott Admin. Chg | | | | | | |
| 53 | 2 and 10 Mills St. (Environmental Work) | | | | | | |
| 54 | Graphic Packaging Local TIR (24370319-420.00) | 136,354.17 | | | 136,354 | | |
| 55 | Graphic Packaging School TIR (24370319-420.01) | 65,427.31 | | | 65,427 | | |
| 56 | Graphic Packaging Admin Chg | | | | | | |
| 57 | IPUSA Local TIR (24370320-420.00) | | | | | | |
| 58 | IPUSA State TIR (24370320-420.01) | | | | | | |
| 59 | IPUSA Admin. Charge | | | | | | |
| 60 | KALSEE Credit Union Local TIR (24370321-420.00) | | | | | | |
| 61 | KALSEE Credit Union State TIR (24370321-420.01) | | | | | | |
| 62 | KALSEE Credit Union Admin. Charge | | | | | | |
| 63 | 619 Porter St. (Environmental work) | | | | | | |
| 64 | | | | | | | |
| 65 | BRA ACTUAL TOTAL 2023 AS OF 12/15/2023 | 2,061,788.57 | 1,553,610.48 | - | 508,178 | 508,178 | 2,578,523 Dividends and Service Fees added to total fund balance, not used to balance expenses via admin fees |

| 68 | 2020-23 Pending remaining of approved Work Orders & Other Expenses | | | | | | |
|----|--|--|------------|-----------------------------|------------|-----------|--|
| 69 | General Fund | | | | | | |
| 70 | WO#17 - Gen Env. Consulting, Ammend. #1 | | | 85 | | | unused in 2017 |
| 71 | WO#2018-1 - General Env. Consulting | | | 20 | | | unused in 2018 |
| 72 | WO#19 - Checker Motors MDEQ SSA grant application | | | \$1179 + \$58 application | | | |
| 73 | | | | | | | |
| 74 | WO# 2018-2 ET Annual Report Assistance | | | 25 | | | unused in 2018 |
| 75 | WO# 2018-3 Website Assistance - Envirologic | | | 42.5 | | | unused in 2018 |
| 76 | Web Hosting (annual expense) | | 300 | | | | |
| 77 | WO# 2019-1 General Environmental Consulting | | | 1,516.25 | | | unused in 2019 |
| 78 | WO# 2019-3 General Env. Review 2018 Annual report. | | | 447.50 | | | unused in 2019 |
| 79 | WO# 2020-1 General Environmental Review ET | | | 7,273.75 | | | unused in 2020 |
| 80 | WO#2021-1 General Env. + Admin. Envirologic | | | 16,393.75 | | | unused in 2021 |
| 81 | WO#2022-1 General Environmental + admin | | | 11,722.50 | | | unused in 2022 |
| 82 | WO#2023-1 General Environmental + Admin | | 11,181.94 | Remaining amount in W.O. | | | |
| 83 | | | | | | | |
| 84 | Fund 243 (247) Work Order TOTAL | | 11,481.94 | | -11,481.94 | 2,560,209 | General Fund Amount after encumbrances |
| 85 | Local Brownfield Revolving Fund | | | | | | |
| 86 | 440 LLC - Funding Request | | 15,000.00 | invoices approved 5/25/2023 | | | |
| 87 | WO#2021-2 3800 Wynn Rd General Env. | | 6,832.02 | Remaining amount in W.O. | | | |
| 88 | WO#2023-2 YWCA VMI system | | 100,000.00 | | | | |
| 89 | Fund 242 (643) Work Order TOTAL | | 121,832.02 | | | | |
| 90 | total work orders & other expenses from both accounts | | 133,313.96 | | | | |

Pending reimbursements to Developers (with required documentation):

| | |
|-------------------------------------|-----------|
| Delta Marriott Invoices (estimated) | 82,473.15 |
| City of Portage Invoices (TBD) | 0.00 |

ESTIMATED Total Remaining (w/remaining encumbrances TBD) **2,477,735.46**

1-16-2024

| Local Brownfield Revolving Fund - Fund 242 (Previously Fund 643) | Revenues | Expenditures | REV-EXP | |
|---|--------------|--------------|-------------------------------|------------------------|
| LBRF From 2014 | 7,416.84 | | 7,416.84 | |
| Transferred from Brown 7/6/2015 | 5,659.48 | | 5,659.48 | |
| Transferred from Brown 12/31/2015 | 5,299.28 | | 5,299.28 | |
| Transferred from Brown 8/2/2016 | 6,479.70 | | 6,479.70 | |
| Transfer from Brown 12/15/16 | 6,314.00 | | 6,314.00 | |
| Transfer from Brown 7/27/17 | 6,984.90 | | 6,984.90 | |
| Transfer from Brown 1/18/18 | 6,478.34 | | 6,478.34 | |
| Transfer from Brown approved 5/24/18 - actual 8/16/18 | 8,607.43 | | 8,607.43 | |
| Transfer from Corner @ Drake Actual 8/16/18 | 29,537.26 | | 29,537.26 | |
| Transfer Corner @ Drake remaining 2018 8/2/19 | 32,737.66 | | 32,737.66 | |
| Transfer Corner @ Drake (- reimb MTT Costco) 8/2/19 | 158,072.02 | | 158,072.02 | |
| Transfer from Brown 8/2/19 | 11,262.63 | | 11,262.63 | |
| Transfer from Metal Mechanics 10/14/19 | 2,309.82 | | 2,309.82 | |
| Transfer from Metal Mechanics School 4/16/20 | 677.85 | | 677.85 | |
| Transfer from Corner @ Drake 7/15/20 | 211,427.30 | | 211,427.30 | |
| Envirologic WO#31 E. Frank and N. Pitcher St 11/23/20 | | 2,966.13 | -2,966.13 | |
| Envirologic WO#2020-3 315 Frank St. Phase IIESA 12/1/20 | | 4,516.58 | -4,516.58 | |
| Envirologic WO#2020-3 315 Frank St. Phase IIESA 12/31/20 | | 7,901.92 | -7,901.92 | |
| Envirologic WO#2020-3 315 Frank St. Phase IIESA 1/28/21 | | 235.00 | -235.00 | |
| Transfer from Corner @ Drake 7/22/21 | 243,109.06 | | 243,109.06 | |
| Transfer from 2747 S. 11th Street - Delta Marriott 9/27/21 | 2,100.00 | | 2,100.00 | |
| Transfer from Metal Mechanics 9/27/21 | 632.18 | | 632.18 | |
| Transfer from RAI Jets 10/28/21 | 11,148.99 | | 11,148.99 | |
| Envirologic WO#2021-2 3800 Wynn Road Phase II ESA | | 11,504.87 | -11,504.87 | |
| Envirologic WO#2021-2 3800 Wynn Road Phase II ESA | | 308.51 | -308.51 | |
| Envirologic WO#2021-2 3800 Wynn Road Phase II ESA | | 1,102.50 | -1,102.50 | |
| Envirologic WO#2021-2 3800 Wynn Road Phase II ESA | | 897.00 | -897.00 | |
| Envirologic WO#2021-2 3800 Wynn Road Phase II ESA | | 130.00 | -130.00 | |
| Transfer from Midlink 2/24/22 | 394,228.36 | | 394,228.36 | |
| Tansfer from General Mills 2/24/22 | 310,467.33 | | 310,467.33 | |
| Transfer from RAI Jets 4/29/22 | 13,871.91 | | 13,871.91 | |
| Transfer from Corner @ Drake 4/29/22 | 217,535.53 | | 217,535.53 | |
| Transfer from Metal Mechanics 6/23/22 | 2,332.92 | | 2,332.92 | |
| Envirologic WO#2021-2 3800 Wynn Road BEA Due Care | | 225.00 | -225.00 | |
| Transfer from Scannell 9/22/22 | 9,245.50 | | 9,245.50 | |
| Transfer from General Mills 11/17/22 | 48,943.82 | | 48,943.82 | |
| 440 NC, LLC invoice packet 5/25/23 | | 15,000.00 | -15,000.00 | |
| Transfer from 9008 Portage Road 8/24/23 | 458.41 | | | |
| Transfer from RAI Jets pending 8/24/23 | 9,033.35 | | | |
| Trasfer from Stadium Park Way 8/24/23 | 57,124.21 | | | |
| Transfer from Stryker (2 payments) 10/26/23 | 2,254,385.84 | | | |
| Transfer from Midlink Business Park 10/26/23 | 776,830.38 | | | |
| Subtotals | 4,850,712.30 | 44,787.51 | 4,805,924.79 | |
| | | | Fund 242 TOTAL to date | \$ 4,805,924.79 |

*see Expense Detail 2023 for outstanding workorders