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**KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**


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**MEETING DATE:** Thursday, February 27, 2025  
**PLACE OF MEETING:** 201 W. Kalamazoo Ave. Kalamazoo, MI 49007 Room 207-A  
**TIME:** 3:00 pm

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**AGENDA**

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**Link to join Webinar**

<https://us02web.zoom.us/j/86081189885>

Webinar ID: 860 8118 9885

1. Call to Order: 3:00
  2. Roll Call and Members Excused
  3. Approval of the Agenda
  4. Approval of Minutes: BRA Minutes of January 23, 2025
  5. Public Comments (*4 minutes each*)
  6. Consent Agenda
    - a. **From General Fund**
      - i. **\$2,022.72** – Fishbeck Invoice 448686 (W.O. 2025-1 Gen. Env.)
      - ii. **\$285.25** – Fishbeck Invoice 448692 (W.O. 2025-2 KVHH)
    - b. **From Local Brownfield Revolving Fund**
      - i. **\$4,534.50** – Fishbeck Invoice 448166 (W.O. 2024-2 YWCA)
    - c. **From EPA Grant Fund**
      - i. **\$5,916.87** – Fishbeck Invoice 448689 (W.O. #18 J. Smith Ent.)
      - ii. **\$1,094.28** – Fishbeck Invoice 448685 (W.O. #2 Outreach & Programmatic)
    - d. **KCBRA Business**
      - i. 2024 Administrative Expense Allocations
  7. Discussion and/or Action Calendar
    - a. **Action:** Pavilion Investors, LLC
      - i. Fishbeck Fact Sheet for Brownfield Plan
      - ii. Pavilion Investors, LLC Brownfield Plan
    - b. **Action:** Planning Dept MOU
    - c. **Action: Developer Invoice Packets for Eligible Expenses in Brownfield Plans**
      - i. Schupan (Midlink BFP) Total Eligible Expenses \$1,272,239.00
    - d. **Discussion:** Fishbeck
      - i. General Environmental Memo & Billing Summary
      - ii. EPA Grant Memo & Billing Summary
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8. Financial Reports

- a. **Discussion:** KCBRA General Fund 243
- b. **Discussion:** KCBRA Local Brownfield Revolving Fund 242 Report

9. Staff Report/Updates

- a. Staff Attended Southwest Michigan First State of Economic Development 1/30/25
- b. Pavilion Investors, LLC BFP Presentation to Pavilion Township 3/10/25
- c. Pavilion Investors, LLC Development Agreement Draft Pending
- d. Tentative Date for KCBRA Vacancy Interviews with BAC 3/13/25 @ 4:00 p.m.
- e. Tentative Date for Brownfields Admin. Presentation to St. Joe County BRA 3/20/25
- f. Post KCBRA 2025 Retreat Materials for 3/27/25

10. Other

11. Board Member Comments

12. Adjournment

***Next Regular Meeting: Thursday, March 27, 2025, at 3:00 p.m.***  
***MEETING HELD ON THE THIRD THURSDAY OF THE MONTH***

***Room 207a, County Admin Bldg - Or alternatively, held electronically or via teleconference. Please see the KCBRA website at [www.kalcountybrownfield.com](http://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

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**MEETING DATE:** Thursday, January 23, 2025  
**PLACE OF MEETING:** 201 W. Kalamazoo Ave. Kalamazoo, MI 49007 Room 207-A  
**TIME:** 3:00 pm

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**DRAFT - MINUTES**

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**Present:** Christopher Carew, Chad Goodwill, Kyle Gulau, Jodi Milks, Monteze Morales, and Andrew Wenzel

**Members Excused:** 2

**Vacancies:** 1

**Kalamazoo Township:** Craig Sherwood

**Oshtemo Township:** none

**Staff:** Macy Rose Walters, Brownfield Redevelopment Administrator

**Consultant:** Therese Searles, Fishbeck

**Recording Secretary:** Macy Rose Walters

**County Commissioners:** Monteze Morales

**County Admin:** none

**Community:** 3

1. Call to Order: **Director Carew called the meeting to order at 3:05 p.m.**
  2. Roll Call and Members Excused: **Six (6) of eight (8) voting members were present. Jared Lutz and Kenneth Peregón were excused, Commissioner Morales attended the meeting virtually in accordance with ADA accommodations consistent with 2022 OAG 7318. There is one (1) vacancy.**
  3. Approval of the Agenda:  
  
**Director Wenzel moved to approve item 3 and Director Milks seconded. None opposed, motion carried.**
  4. Approval of Minutes: BRA Minutes of December 19, 2024  
  
**Director Wenzel moved to approve item 4, the minutes of December 19, 2024, Director Goodwill seconded. None opposed, motion carried.**
  5. Public Comments (4 minutes each)
  6. Consent Agenda
    - a. **From General Fund**
      - i. **\$20,745.47** - FY24Q4 Reimbursement to Planning Dept
      - ii. ~~\$638.24~~ **\$683.24** – Fishbeck Invoice 447349 (W.O. 2024-1 Gen. Env.)
-

b. **From EPA Grant Fund**

- i. **\$2,087.83** – Fishbeck Invoice 447348 (W.O. #2 Outreach & Programmatic)
- ii. **\$1,027.43** – Fishbeck Invoice 447355 (W.O.#18 J Smith Ent.)

c. **Project Business:**

i. **Vicksburg Mill Paper City**

1. **\$150.43** - FY25Q1 Admin Invoice for EGLE Loan (State Fiscal Year)
2. FY25Q1 Authorization for Staff to submit EGLE Loan Report (state fiscal year)
3. ~~**\$391.76**~~ **\$65.00** – Reimbursement to Paper City Development for FY24Q3 Loan (EGLE approved 8/23/2024)
4. **\$20,141.96** – Reimbursement to Paper City Development for FY24Q4 Loan (EGLE approved 1/9/2025)

**Director Milks moved to approve item 6 as presented, Director Wenzel seconded. None opposed, motion carried.**

7. Discussion and/or Action Calendar

a. **Action:** Kalamazoo Valley Habitat for Humanity

- i. Part I & Part II Project Applications

**Director Goodwill moved to approve items 7ai as presented, waiving the application fee, Director Wenzel seconded. None opposed, motion carried.**

- ii. Fishbeck W.O. 2025 – 2 – Habitat

**Director Milks moved to approve items 7aii as presented, Director Gulau seconded. None opposed, motion carried.**

b. **Action:** Pavilion Investors, LLC Part I & Part II Project Applications

**Director Wenzel moved to approve items 7b as presented, Director Milks seconded. None opposed, motion carried.**

c. **Discussion/Action:** Fishbeck **Consultant Searles presented the reports.**

- i. General Environmental Memo & Billing Summary
- ii. EPA Grant Memo & Billing Summary

8. Financial Reports **Staff presented the financial reports.**

a. **Discussion:** KCBRA General Fund 243

- i. Fiscal Year 2024 Q4 Report
  - ii. General Fund Balance Investment Discussion
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b. **Discussion:** KCBRA Local Brownfield Revolving Fund 242 Report

9. Staff Report/Updates **Staff presented updates/reports**

- a. BRA Staff met with Director Gulau 1/15/25 for KCBRA 101
- b. BOC Board Appointments Committee meeting at 1/23/25 @ 4:00 p.m.
- c. BRA Staff to present Brownfields 101 to Oshtemo Township 1/28/2025
- d. BRA Staff to present Brownfields 101 to Pavilion Township 2/10/2025
- e. KCBRA 2025 Board Retreat at ~~Anna Whitten Hall~~ 2/13/2025

**The KCBRA Board Retreat was held in room 207-A of the Kalamazoo County Administration Building on 2/13/2025**

10. Other

11. Board Member Comments

12. Adjournment **Director Wenzel moved to adjourn at 4:24 p.m. Director Milks seconded. none opposed, motion carried.**

***Next Regular Meeting: Thursday, February 27, 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](http://www.kalcountybrownfield.com) for electronic meeting notice and instructions***

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

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**Payment Options**

NEW: Remit Wire/ACH payments to Acct: 585033205 ABA: 072000326  
 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 :** 448686  
**Invoice Date :** 2/14/2025  
**Project :** 230454  
**Project Name :** KCBRA/W.O. 2023-1 Gen  
 Environmental Review  
**Bill Term :** BT3

**For Professional Services Rendered Through 1/31/2025**

	Fee	Available	Billings		
			To Date	Previous	Current
GR 2025 - General Review 2025	20,000.00	20,000.00	1,802.50	0.00	1,802.50
<i>Rate Labor</i>	1,802.50				
CAS 2025 - Contractual Administrative Support 2025	1,000.00	1,000.00	220.22	0.00	220.22
<i>Rate Labor</i>	210.00				
<i>Unit Rate Expense</i>	10.22				
			<b>Current Billings</b>		<u>2,022.72</u>
			<b>Amount Due This Bill</b>		<u><u>2,022.72</u></u>

**Total Fee :** 21,000.00  
**To Date Billings :** 2,022.72  
**Total Remaining :** 18,977.28

**GR 2025 - General Review 2025**

**Rate Labor**

<i>Class / Employee</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
<b>Senior Geologist</b>				
Therese Searles	1/6/2025	0.50	105.0000	52.50
emails with Macy re: survey	1/7/2025	0.75	105.0000	78.75
LBRF planning re: other communities and scope question re: 234/235	1/8/2025	0.50	105.0000	52.50
Taco Bob potential project emails	1/13/2025	1.00	105.0000	105.00
Housing TIF presentation updates	1/14/2025	1.00	105.0000	105.00
Delta reimbursement evaluation, LBRF planning	1/17/2025	2.00	105.0000	210.00
Habitat project discussion and work order prep	1/28/2025	2.50	105.0000	262.50
prep, travel, present Oshtemo Township BF 101 and HTIF	1/29/2025	0.25	105.0000	26.25
Pavillion Investors	1/31/2025	0.50	105.0000	52.50
LBRF retreat planning		9.00		945.00
<b>Total Therese Searles</b>		9.00		945.00
<b>Total Senior Geologist</b>		9.00		945.00
<b>Senior Hydrogeologist</b>				
Jeffrey Hawkins	1/29/2025	1.00	150.0000	150.00
reviewed and responded to emails regarding LCBRA retreat, reviewed survey, began prepping for retreat1	1/31/2025	0.75	150.0000	112.50
preplanning retreat meeting with Therese and Logan		1.75		262.50
<b>Total Jeffrey Hawkins</b>		1.75		262.50
<b>Total Senior Hydrogeologist</b>		1.75		262.50
<b>Staff Environmental Specialist</b>				
Logan Mulholland	1/3/2025	0.50	85.0000	42.50
RE Greg, Review LC Howard TIF Tracking, Email Shannon	1/7/2025	0.50	85.0000	42.50
Communication w Greg Terrill	1/9/2025	1.00	85.0000	85.00
review documentation from Delta Marriot Plan	1/14/2025	0.50	85.0000	42.50
edit Delta Marriot Reimbursement Request	1/15/2025	2.00	85.0000	170.00
edit Delta Marriot Reimbursement Request, meet w TMS	1/20/2025	1.25	85.0000	106.25
edit reimbursement request, email Tracy	1/28/2025	0.50	85.0000	42.50
QR, retreat communication	1/31/2025	0.75	85.0000	63.75
pre planning meeting w TMS and JCH		7.00		595.00
<b>Total Logan Mulholland</b>		7.00		595.00
<b>Total Staff Environmental Specialist</b>		7.00		595.00
<b>Total Rate Labor</b>				<b>1,802.50</b>
<b>Total Bill Task: GR 2025 - General Review 2025</b>				<b>1,802.50</b>

**CAS 2025 - Contractural Administrative Support 2025**

**Rate Labor**

<i>Class / Employee</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
<b>Senior Geologist</b>				
Therese Searles	1/9/2025	2.00	105.0000	210.00
KCLBA meeting attendance				
<b>Total Rate Labor</b>				<b>210.00</b>

**Unit Rate Expenses**

<i>Account / Unit</i>	<i>Quantity</i>	<i>Rate</i>	<i>Amount</i>
<b>Mileage</b>			
Mileage - Employee Vehicle	14.00	0.7300	10.22
<b>Total Unit Rate Expenses</b>			<b>10.22</b>

**Total Bill Task: CAS 2025 - Contractural Administrative Support 2025** **220.22**

**Total Project: 230454 - KCBRA/W.O. 2023-1 Gen Environmental Review** **2,022.72**





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 Kalamazoo, MI 49008  
 United States

**Invoice :** 448692  
**Invoice Date :** 2/14/2025  
**Project :** 2500252  
**Project Name :** KCBRA/Habitat for Humanity  
 Cooper Twp  
**Bill Term :** BT1

**For Professional Services Rendered Through 1/31/2025**

**Contract :** PH1ESA  
**Contract Name :** Phase 1 ESA

W.O. 2025-2

	Fee	Available	Billings		
			To Date	Previous	Current
PH I - Phase I ESA	3,000.00	3,000.00	218.25	0.00	218.25
<i>Rate Labor</i>		218.25			
GPR - GPR Survey	2,100.00	2,100.00	67.00	0.00	67.00
<i>Rate Labor</i>		67.00			
					<b>Current Billings</b> 285.25
					<b>Amount Due This Bill</b> 285.25

**Total Fee :** 5,100.00  
**To Date Billings :** 285.25  
**Total Remaining :** 4,814.75

**PH I - Phase I ESA****Rate Labor**

<i>Class / Employee</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
<b>Production Support</b>				
Ariane Savoy	1/31/2025	1.00	91.0000	91.00
				project kick off
<b>Senior Environmental Specialist</b>				
Joseph Beutler	1/31/2025	0.50	134.0000	67.00
				site review, kickoff colin new project, discussion with Courtney
<b>Senior Hydrogeologist</b>				
Courtney Dunaj	1/31/2025	0.25	150.0000	37.50
				kickoff project
<b>Staff Engineering Specialist</b>				
Elliott Buyce	1/31/2025	0.25	91.0000	22.75
				phase i esa figures
<b>Total Rate Labor</b>				<b>218.25</b>
<b>Total Bill Task: PH I - Phase I ESA</b>				<b>218.25</b>

**GPR - GPR Survey****Rate Labor**

<i>Class / Employee</i>	<i>Date</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
<b>Senior Geologist</b>				
Therese Searles	1/27/2025	0.50	134.0000	67.00
				project planning meeting
<b>Total Rate Labor</b>				<b>67.00</b>

**Total Project: 2500252 - KCBRA/Habitat for Humanity Cooper Twp****285.25**



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**Kalamazoo, MI 49008**  
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**Invoice :** 448166  
**Invoice Date :** 2/10/2025  
**Project :** 231417  
**Project Name :** KCBRA/YWCA, 550 S. Riverview Dr.  
 City of Parchment  
**Bill Term :** BT2

**For Professional Services Rendered Through 1/31/2025**

**Contract :** MiDeal  
**Contract Name :** MiDeal Contracts

Bill Term :BT2 is NOT part of MiDeal Contract

	<b>Fee</b>	<b>Available</b>	<b>To Date</b>	<b>Billings</b>	
				<b>Previous</b>	<b>Current</b>
VMS Install - VMS Installation	110,000.00	19,628.28	94,906.22	90,371.72	4,534.50
<i>Rate Labor</i>		4,534.50			
					<b>Current Billings</b>
					<u>4,534.50</u>
					<b>Amount Due This Bill</b>
					<u><u>4,534.50</u></u>

**VMS Install - VMS Installation**

**Rate Labor**

<i>Class</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
Senior Geologist	4.00	134.0000	536.00
Senior Hydrogeologist	1.75	160.0000	280.00
Staff Geologist	33.50	111.0000	3,718.50
<b>Total Rate Labor</b>			<b>4,534.50</b>

**Total Bill Task: VMS Install - VMS Installation**

**4,534.50**

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

**4,534.50**



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**Invoice :** 448689  
**Invoice Date :** 2/14/2025  
**Project :** 241171  
**Project Name :** KCBRA/WO 18-J. Smith Apts-802  
 N. Westnedge, 438 & 442 W. Frank,  
 Kalamazoo  
**Bill Term :** BT1

**For Professional Services Rendered Through 1/31/2025**

**Contract :** MIDeal  
**Contract Name :** MIDeal Contracts

	Fee	Available	Billings		
			To Date	Previous	Current
PH I - Eligibility and Phase I ESA	3,000.00	267.19	2,732.81	2,732.81	0.00
PH 2 - Phase II	18,495.00	8,157.37	16,169.63	10,337.63	5,832.00
Laboratory Expenses	5,832.00				
BEA - BEA/Due Care	5,000.00	4,345.50	654.50	654.50	0.00
BF Plan - Brownfield Plan	8,000.00	6,926.21	1,158.66	1,073.79	84.87
Rate Labor	84.87				
<b>Current Billings</b>					5,916.87
<b>Amount Due This Bill</b>					<u>5,916.87</u>

**PH 2 - Phase II**

<b>Expenses</b>		<u>Cost</u>	<u>Multiplier</u>	<u>Amount</u>
<i>Account / Vendor</i>				
<b>Subconsultant</b>				
Merit Laboratories		5,832.00	1.00	5,832.00
<b>Total Expenses</b>				<b>5,832.00</b>

**BF Plan - Brownfield Plan**

<b>Rate Labor</b>		<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
<i>Class</i>				
Senior Geologist		0.50	125.1862	62.59
Staff Environmental Specialist		0.25	89.1156	22.28
<b>Total Rate Labor</b>				<b>84.87</b>

**Total Bill Task: BF Plan - Brownfield Plan** **84.87**

**Total Project: 241171 - KCBRA/WO 18-J. Smith Apts-802 N. Westnedge, 438 & 442 W. Frank, Kalamazoo**

**5,916.87**



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 Kalamazoo, MI 49008  
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**Invoice :** 448685  
**Invoice Date :** 2/14/2025  
**Project :** E210229  
**Project Name :** KCBRA/FY21 EPA Assessment Grant  
 -W.O. 2 Community Outreach and Programmatic  
**Bill Term :** BT1

**For Professional Services Rendered Through 1/31/2025**

**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	18,100.00	2,713.95	16,480.33	15,386.05	1,094.28
<i>Rate Labor</i>		1,094.28			
					<b>1,094.28</b>
					<b>1,094.28</b>

**COMM - Community Outreach & Programmatic**

**Rate Labor**

<i>Class / Employee</i>	<i>Hours</i>	<i>Rate</i>	<i>Amount</i>
<b>Senior Geologist</b>			
Therese Searles	5.00	95.5000	477.50
<b>Staff Engineer</b>			
Mahta Naziri Saeed	1.00	74.3000	74.30
<b>Staff Environmental Specialist</b>			
Logan Mulholland	3.25	74.3000	241.48
Olivia Selby-Tomaszewicz	3.50	86.0000	301.00
<b>Total Staff Environmental Specialist</b>	6.75		542.48
<b>Total Rate Labor</b>			<b>1,094.28</b>
<b>Total Bill Task: COMM - Community Outreach &amp; Programmatic</b>			<b>1,094.28</b>

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

**1,094.28**



## KCBRA 2024 General Administrative Expense Allocation - DRAFT 2/21/2025

Site	Total TIR expected 2024 or first year capture	% of Total TIR Available	Gen Admin. Expenses based on % of TIR	Actual plan specific charges 2024 (legal & contractual)	2024 Admin Costs spread across plans	Notes
Midlink	\$ 964,600.18	41.86%	\$ 47,139.95	\$ 522.00	\$ 47,661.95	
General Mills	\$ 144,018.23	6.25%	\$ 7,038.16	\$ -	\$ 7,038.16	
Schupan (Green Alum)	\$ 143,638.73	6.23%	\$ 7,019.61		\$ 7,019.61	
9008 Portage Road	\$ 8,060.44	0.35%	\$ 393.91	\$ -	\$ 393.91	
555 Eliza St.	\$ 65,391.67	2.84%	\$ 3,195.69	\$ -	\$ 3,195.69	
400 S. 14th St (Metal Mechanics)	\$ 5,796.11	0.25%	\$ 283.26	\$ -	\$ 283.26	
Kartar #6 (Schoolcraft)	\$ -	0.00%	\$ -	\$ -	\$ -	
232 LLC	\$ 7,373.27	0.32%	\$ 360.33	\$ -	\$ 360.33	
Blackbird Billiards	\$ 1,668.16	0.07%	\$ 81.52	\$ -	\$ 81.52	
Kalamazoo West Professional Center	\$ 5,200.30	0.23%	\$ 254.14	\$ -	\$ 254.14	
381/383 S. Pitcher	\$ 26,035.96	1.13%	\$ 1,272.38	\$ -	\$ 1,272.38	
Stadium Park Way	\$ 63,658.47	2.76%	\$ 3,110.99	\$ -	\$ 3,110.99	
Holiday Lanes (Delta Marriott)	\$ 61,110.24	2.65%	\$ 2,986.45	\$ -	\$ 2,986.45	
Vicksburg Mill	\$ -	0.00%	\$ -	\$ -	\$ -	notes: previous years fees \$3,782 from 2021 & 2022 admin
Parchment Mill	\$ -	0.00%	\$ -	\$ -	\$ -	
Parchment 100 Island Ave	\$ -	0.00%	\$ -	\$ -	\$ -	
GPI	\$ 476,676.18	20.68%	\$ 23,295.13	\$ -	\$ 23,295.13	
Scannell/ Project Spartan	\$ 112,391.78	4.88%	\$ 5,492.58	\$ -	\$ 5,492.58	
IPUSA	\$ 193,437.16	8.39%	\$ 9,453.26	\$ 867.50	\$ 10,320.76	
KALSEE Credit Union	\$ 25,493.91	1.11%	\$ 1,245.89	\$ -	\$ 1,245.89	
Landscape Forms, Inc.	\$ -	0.00%	\$ -	\$ 6,201.16	\$ 6,201.16	
<b>Total</b>	<b>\$ 2,304,550.79</b>	<b>100.00%</b>	<b>\$ 112,623.24</b>	<b>\$ 7,590.66</b>	<b>\$ 120,213.90</b>	

## Pavilion Investors, LLC Project Fact Sheet

**Project Overview:** The proposed redevelopment involves preparing the site for development to make way for 275 new residential units available for sale. The 275 units include 160 single-family homes, 13 attached townhomes (51 residential units), and 64 Traditional Neighborhood Design (TDN) Homes (alley-loaded single-family homes without lot lines). The development includes affordable housing as a part of the development, including 6 townhome units, 16 single-family homes, and 7 TDN homes for a total of 29 income-restricted units (10.5% of the development). The affordable for-sale housing is anticipated to be restricted to an average affordable sale price of 80% of Area Median Income (“AMI”) and income-restricted to households at an average of 80% of AMI.

Construction on the project is planned to begin in the spring of 2025 and will be completed by the summer of 2034. The project anticipates the construction of approximately 32 units, including 18 single-family homes, per year for approximately 9 years.

*Parcels Included:* 11-06-151-021 and 11-06-301-010.

*Property Qualifier:* Housing Property

## Eligible Costs

### School and Local

- **Pre-Approved Activities:** A Phase I Environmental Site Assessment is anticipated to cost \$5,000.
- **Infrastructure Improvements:** is anticipated to include stormwater retention systems, sanitary sewer main and water main construction and connections, sidewalk development, site lighting, roads, landscaping, publicly owned utilities, parks and seating areas, private infrastructure, including driveways, mailboxes, and parking areas, and associated soft costs including engineering and design. The total cost of these infrastructure improvements is anticipated to be \$15,023,024.
- **Site Preparation:** is anticipated to include grading, underground site preparation, site restoration, and associated soft costs including engineering and design. The total cost of these site preparation activities is anticipated to be \$2,921,881.
- **Contingency:** A 15% contingency is included as an eligible activity. The contingency on infrastructure and site preparation activities being sought for reimbursement is estimated to be \$2,691,736.
- **Financing Gap:** The financing gap is calculated utilizing the Total Housing Subsidy formula developed by MSHDA for for-sale residential units. The total cost of these site preparation activities is anticipated to be \$2,991,812.
- **Brownfield Plan and Act 381 Work Plan Preparation:** The total cost of these activities is anticipated to be \$30,000.
- **Brownfield Plan and Act 381 Work Plan Implementation:** The total cost of these activities is anticipated to be \$30,000.

**Total: \$23,693,453**

*Limited to \$13,902,260 or 15 years of capture*

## Estimated Outcomes:

- **275** Residential Units Upon Completion
- **29** Income-Qualified Residential Units Upon Completion  
*i.e. 29 homes that are priced at a discount to allow households making 80% of the average income in Kalamazoo County, which for a 2-person household is up to \$64,560.*
- **\$87M** Total Investment
  
- **\$444,013** Initial Taxable Value
- **\$52,598,574** Future Taxable Value
  
- **20** Years of Brownfield Plan Capture (15 for the Developer and 5 for the LBRF)
- **\$2,048,668** Authority Administration Fees (10% Local-Only Estimation)
- **\$13,902,260** Maximum Amount of Eligible Activities (Reimbursement Limited to 15 Years)
- **\$6,324,831** Amount to be Deposited in Local Brownfield Revolving Fund

## Memo

**TO:** Macy Walters  
Kalamazoo County Brownfield Redevelopment Authority Board

**FROM:** Logan Mulholland

**DATE:** February 20, 2025 **PROJECT NO.:** 230454

**SUBJECT:** Review of Brownfield Plan for Pavilion Investors, LLC

A Brownfield Plan has been proposed for two vacant parcels totaling 135.91 acres in Pavilion Township. The proposed redevelopment involves preparing the site for development to make way for 275 new residential units available for sale. The 275 units include 160 single-family homes, 13 attached townhomes (51 residential units), and 64 Traditional Neighborhood Design (TDN) Homes (alley-loaded single-family homes without lot lines). The development includes affordable housing as a part of the development, including 6 townhome units, 16 single-family homes, and 7 TDN homes for a total of 29 income-restricted units (10.5% of the development). The affordable for-sale housing is anticipated to be restricted to an average affordable sale price of 80% of Area Median Income (“AMI”) and income-restricted to households at an average of 80% of AMI. The total capital investment on the project is expected to be approximately \$87 million. Construction on the project is planned to begin in the spring of 2025 and will be completed by the summer of 2034. The project anticipates the construction of approximately 32 units, including 18 single-family homes, per year for approximately 9 years.

### **Brownfield Plan**

Fishbeck has reviewed the draft Brownfield Plan, dated February 20, 2025. The plan includes all the required elements of a Brownfield Plan as detailed in Act 381 of 1996, the Brownfield Redevelopment Financing Act.

Fishbeck has reviewed the plan, verified that the activities proposed are eligible, verified the tax capture and reimbursement schedule, verified the taxable values and ownership of the parcels, ensured the capture of school tax increment revenues was correct, and ensured the capture of administrative costs and Local Brownfield Revolving Fund revenues was included.

*Based on our review, we believe the Brownfield Plan is in suitable condition for consideration by the Brownfield Redevelopment Authority Board.*

### **Development and Reimbursement Agreement**

In addition to the draft Brownfield Plan, Fishbeck has reviewed the draft Development and Reimbursement Agreement and noted the following considerations that should be addressed:

- The Michigan State Housing Development Authority (MSHDA) requires that only the first buyer of income qualified housing makes up to 120% of AMI. There is no requirement to maintain long-term affordability for subsequent purchasers. This has led some communities to have concerns about the long term public good and the possibility of first time buyers realizing large capital gains. Does the Kalamazoo County Brownfield Redevelopment Authority (KCBRA) want an affordability component after the first sale? Or does the KCBRA only care that the first sale is income-qualified?

- The statute requires site preparation as a housing development activity to include an income-qualified purchaser household. The KCBRA may want to consider adding language to the agreement that states at least one unit needs to qualify before reimbursing eligible site preparation activities.
- The Development and Reimbursement Agreement should detail the documentation requested to income-qualify the purchaser's household. For for-sale projects, the asking price for the unit type can be compared to the documentation from the purchaser's bank indicating what home price they qualify for to determine the real financing gap which would be the reimbursable expense.
- We feel interim milestones need to be detailed within the Development and Reimbursement agreement. Since this project has a 9-year buildout schedule, the KCBRA should not reimburse the financing gap ahead of units being qualified, whether this is a set schedule (\$X released per unit qualified), or distribution of a portion of the tax increment revenues collected each year until all 29 units are verified as income qualified.

If you have any questions or require additional information, please contact me at 269.544.6966 or [lmulholland@fishbeck.com](mailto:lmulholland@fishbeck.com).

Attachments

By email

**ACT 381 BROWNFIELD PLAN**

**Pavilion Investors, LLC  
11-06-301-010 and 11-06-151-021  
Kalamazoo County, Pavilion Township  
Kalamazoo County Brownfield Redevelopment Authority**

**February 20, 2025**



**Prepared by**  
Michigan Growth Advisors  
100 W Michigan Avenue  
Suite #200  
Kalamazoo, MI 49007

**Approved by the Brownfield Redevelopment Authority on \_\_\_\_\_**

**Approved by Pavilion Township Board of Trustees on \_\_\_\_\_**

**Approved by the Kalamazoo County Commission on \_\_\_\_\_**

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# ACT 381 BROWNFIELD PLAN

## 1.0 INTRODUCTION

### 1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The proposed redevelopment consists of two vacant parcels totaling 135.91 acres in Pavilion Township. The project will involve preparing the site for development to make way for 275 new residential units available for sale. The 275 units include 160 single family homes, 13 attached townhomes (51 residential units) and 64 TDN Homes (Traditional Neighborhood Design homes that are alley-loaded single family homes without lot lines). The development includes affordable housing as a part of the development, including 6 townhome units, 16 single-family homes, and 7 TDN homes for a total of 29 income-restricted units (10.5% of the development). The affordable for-sale housing is anticipated to be restricted to an average affordable sale prices of 80% of Area Median Income ("AMI") and income restricted to households at an average of 80% of Area Median Income ("AMI"). The development will be accessed by the construction of a drive from East O Avenue along the neighboring residential development to the eligible property. The development will include landscape screening along the existing railroad that neighbors the property; preservation of existing wetlands, vegetation and streams on the property; dedicated stormwater management areas; a community open space with a playground and other amenities for residents; open space courtyards throughout the development; and roads connecting homes throughout the property. The townhomes are expected to be situated along the southern end of the property, the TDN homes are expected to be situated along the eastern side of the property, and the single-family homes are expected to be distributed throughout the balance of the property.

The total capital investment on the project is expected to be approximately \$87 million. Construction on the project is planned to begin in the spring of 2025 and will be completed by summer of 2034. The project anticipates the construction of approximately 32 units, including 18 single family homes, per year for approximately 9 years.

### 1.2 Identification of Housing Need

#### Specific Housing Need

The Kalamazoo County Housing Plan prepared by the Upjohn Institute in 2022 identified that the county required 7,750 new housing units in order to appropriately house the growth anticipated in the county. The report also indicated that 15,000 households in the county are in homes that do not meet their budget, and many others are in types of housing that do not meet their needs. The Census Tract that this project is located in, Tract 33.02, grew by 1.9% over the preceding 5 years, however, the number of housing units in the Census Tract decreased by 5.2% over the same period. This indicates that the housing demand is particularly acute in this



area of the county due to the drop in housing stock. Additionally, survey results from the Housing Plan indicate that the vast majority of residents prefer single family homes, however the current supply of single-family homes does not reflect the preference in the region. This project delivering 275 for-sale units with 29 income-restricted units will allow a diverse household cohort to occupy this development, and the creation of single-family homes, townhomes, and Traditional Neighborhood Design homes will provide prospective buyers and families with diverse housing options.

#### Job Growth Data

Southwest Michigan First, the economic development organization serving the 7-county region of Southwest Michigan, has announced 4,666 new jobs to the region between 2021 to 2023. This includes significant investment and job creation in Kalamazoo County and the City of Portage, including Pfizer Global Supply's 2022 announcement of a \$870M expansion which is expected to create 550 jobs, and Midwest Fasteners, which announced a \$10.4M expansion that will create and retain 124 jobs in Portage. The project is also adjacent to the primary industrial corridor that is home to Stryker, Mann + Hummel, Summit Polymers and others who have experienced consistent job growth in recent years. The region is undergoing significant corporate investment that will require new employees in the region. Based on the specific housing need and job growth data in the area, the absorption of these new residential units is expected to be accelerated.

### **1.3 Eligible Property Information**

#### Basis of Eligibility

Section 2(y)(i) of Public Act 381 of 1996 ("Act 381"), as amended, defines "Housing Property" as "A property on which 1 or more units of residential housing are proposed to be constructed, rehabilitated, or otherwise designated to be used as a dwelling." The development proposes 275 housing units on Parcels 11-06-151-021 and 11-06-301-010, thus these parcels are eligible property under Act 381.

#### Location and Legal Description

No Road Frontage Kalamazoo, MI 49048	Parcel ID: 11-06-151-021	34.58 Acres
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No Road Frontage Kalamazoo, MI 49048	Parcel ID: 11-06-301-010	101.33 Acres
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#### Legal Description:

Part of the Southwest Fractional 1/4 and part of the Northwest Fractional 1/4 of Section 6, Town 3 South, Range 10 West, Pavilion Township, Kalamazoo County, Michigan, described as: Commencing at the Southwest corner of said Section; thence N00°30'53"E 1075.01 feet along the West line of the Southwest Fractional 1/4 of said Section to the Point of Beginning; thence N00°37'52"E 34.98 feet along the East line of the Northeast Fractional 1/4 of Section 1, T3S,

R11W; thence N00°37'52"E 990.17 feet along said East line; thence N89°34'36"E 320.07 feet along the Easterly extension of the North line of the South 990 feet of the East 1/2 of the Northeast Fractional 1/4 of said Section 1; thence Southeasterly 242.18 feet along a 317.00 foot radius curve to the left, said curve having a central angle of 43°46'21", and a chord bearing S50°31'12"E 236.33 feet; thence Easterly 192.90 feet along a 617.00 foot radius curve to the left, said curve having a central angle of 17°54'49", and a chord bearing S81°21'49"E 192.12 feet; thence Southeasterly 439.45 feet along 233.00 foot radius curve to the right, said curve having a central angle of 108°03'43", and a chord bearing S36°17'25"E 377.15 feet; thence S17°44'24"W 22.58 feet; thence S79°48'03"E 248.72 feet; thence N68°07'40"E 539.75 feet; thence S30°22'19"E 2005.18 feet along the Southwesterly right-of-way of CK&S Railroad; thence S00°11'43"E 358.83 feet along the East line of the Southwest Fractional 1/4 of said Section 6; thence S89°48'17"W 2004.67 feet; thence Southwesterly 74.76 feet along a 967.00 foot radius curve to the right, said curve having a central angle of 04°25'47", and a chord bearing S13°58'34"W 74.74 feet; thence S16°11'28"W 112.20 feet; thence S89°48'17"W 641.17 feet to the Point of Beginning. Contains 114.47 acres. Subject to easements, restrictions and rights-of-way of record.

## **2.0 Information Required by Section 13(2) of the Statute**

### **2.1 Description of Costs to Be Paid for With Tax Increment Revenues**

Tax increment revenues will be used to reimburse Pavilion Investors, LLC ("Developer") for the cost of eligible activities as authorized by Act 381. Michigan State Housing Development Authority ("MSHDA") approved non-environmental eligible activities and statutorily approved EGLE environmental eligible activities will be reimbursed with local and school tax increment revenues ("TIR"). The remaining eligible activities will be reimbursed with local TIR only.

The total cost of eligible activities including contingency are anticipated to be \$23,693,453. Reimbursement of eligible activities is anticipated to be limited to 15 years. The reimbursement of eligible activities over 15 years is projected to be approximately \$13,902,260. Funding to the State Brownfield Redevelopment Fund is anticipated to be \$1,968,623. The estimated cost of all eligible activities under this plan are summarized in Table 1.

#### Environmental Activities

Department specific activities considered under this plan include a Phase I Environmental Site Assessment ("ESA").

#### Non-Environmental Activities

Because the basis of property eligibility is "Housing Property" under Public Act 381, additional non-environmental costs can be reimbursed through a brownfield plan. This plan provides for reimbursement of eligible "housing development activities" including reimbursement provided to the developer to fill a financing gap associated with the development of housing units priced for income qualified households, and site preparation and infrastructure improvement activities that are necessary for new housing development for income qualified households on eligible property.

## 2.2 Summary of Eligible Activities

### 2.2..1 Phase I & Phase II ESA, BEA and Due Care Plan

A Phase I ESA will be required for the project and is anticipated to cost \$5,000. This is a cost statutorily approved for reimbursement with school taxes.

### 2.2..2 Infrastructure

Infrastructure activities will include the construction of a stormwater retention systems, sanitary sewer main and water main construction and connections, sidewalk development, site lighting, roads, landscaping, publicly-owned utilities, parks and seating areas, and private infrastructure, including driveways, mailboxes and parking areas. Engineering and design of these activities are also included as eligible activities. The total cost of these infrastructure improvement is anticipated to be \$15,023,024.

### 2.2..3 Site Preparation

Site preparation activities will include grading, and underground site preparation and site restoration. Engineering and design of these activities are also included as eligible activities. The total cost of these site preparation activities is anticipated to be \$2,921,881.

### 2.2..4 Contingency

A 15% contingency is included as an eligible activity. The contingency on infrastructure and site preparation activities being sought for reimbursement is estimated to be \$2,691,736.

### 2.2..5 Financing Gap

Housing development activities, related to reimbursement provided to the developer to fill a financing gap associated with the development of housing units priced for income qualified households' units, are included as eligible activities. The financing gap is calculated utilizing the Total Housing Subsidy formula developed by MSHDA for for-sale residential units. The maximum home price that is affordable for a 2-person household at 80% AMI in Kalamazoo County is anticipated to be \$257,649.18. The maximum home price that is affordable for a 3-person household at 80% AMI in Kalamazoo County is anticipated to be \$295,247.51. The maximum home price assumes a 30-year mortgage term with a 15% down payment, a rent to income ratio of 30%, monthly insurance, taxes, and PMI payment of \$767, and a mortgage interest rate of 6.5%. Given these assumptions, the Total Housing Subsidy formula is delineated in the table below.

Plan Type	Person Household	80% AMI Monthly Income	Affordable Mortgage Payment	Maximum Home Price	Total Developer Cost	Potential Sale Loss	Income Qualified Units	Total Gap
Townhome	2-Person	\$5,380	\$1,384	\$257,649.18	\$320,400	\$62,750.82	6	\$376,504.94

Single Family	3-Person	\$6,053	\$1,586	\$295,247.51	\$435,800	\$140,522.49	16	\$2,248,839.81
TDN Home	3-Person	\$6,053	\$1,586	\$295,247.51	\$347,600	\$52,352.49	7	\$366,467.42
<b>Total</b>							<b>29</b>	<b>\$2,991,812.17</b>

2.2.6 Brownfield Plan and Act 381 Work Preparation

The cost to prepare the Brownfield Plan and Act 381 Work Plan is anticipated to be \$30,000.

2.2.7 Brownfield Plan Implementation

The cost of implementing the Brownfield Plan is anticipated to be \$30,000.

2.2.8 Local Brownfield Revolving Fund

Local Brownfield Revolving Fund capture is also included in this plan. Capture to the Local Brownfield Revolving Fund is anticipated to be \$6,324,831.

**2.3 Estimate of Captured Taxable Value and Tax Increment Revenues**

An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. This plan captures all available TIR, including real and personal property TIR.

**2.4 Method of Financing and Description of Advances Made by the Municipality**

The eligible activities will be financed by the developer and reimbursed as outlined in this plan and accompanying development agreement. No advances from the Township or County are anticipated at this time.

**2.5 Maximum Amount of Note or Bonded Indebtedness**

No note or bonded indebtedness for this project is anticipated at this time. Therefore, this section is not applicable.

**2.6 Duration of Brownfield Plan**

The duration of this plan is estimated to be 15 years, with an additional 5 years of capture to the Local Brownfield Revolving Fund ("LBRF"). It is estimated that the redevelopment of the property will be completed in 2034 and that full recapture of eligible costs to the Developer and eligible administrative costs of the authority, calculated at 10% of local tax capture, will continue until 2040. Capture of TIR is expected to begin in 2026, however could be delayed for up to 5 years after the approval of this plan as permitted by Act 381. In no event shall capture extend beyond 30 year as required by Act 381. An analysis showing the reimbursement schedule is attached as Table 3.

**2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions**

An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions is illustrated in detail within Table 2.

**2.8 Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property**

The property consists of two parcels which are 135.91 acres in size with parcel identification numbers of 11-06-151-021 and 11-06-301-010. A legal description of the properties along with a scaled map showing eligible property dimensions, is attached as Figure 1.

The parcel is considered "eligible property" due to the development of residential housing units on the property, as defined within the definition of "Housing Property" in Section 2(y) of Public Act 381 of 1996, as amended.

Taxable personal property, if any, is included in this plan.

**2.9 Estimates of Residents and Displacement of Individuals/Families**

No persons reside at the property therefore this section is not applicable.

**2.10 Plan for Relocation of Displaced Persons**

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

**2.11 Provisions for Relocation Costs**

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

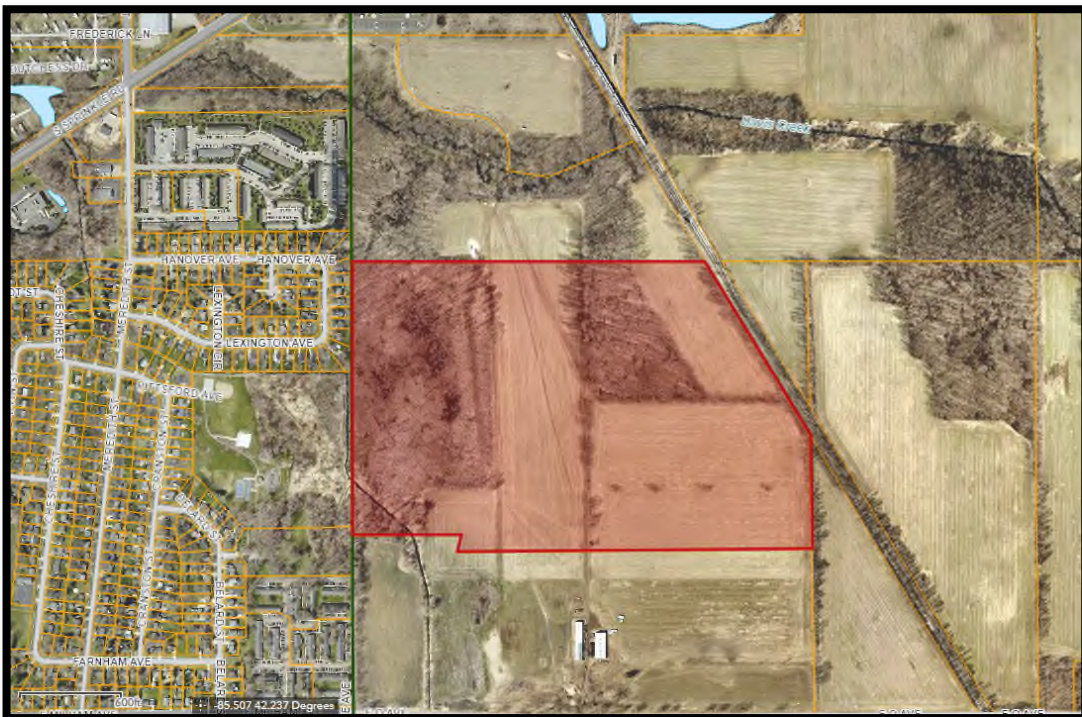
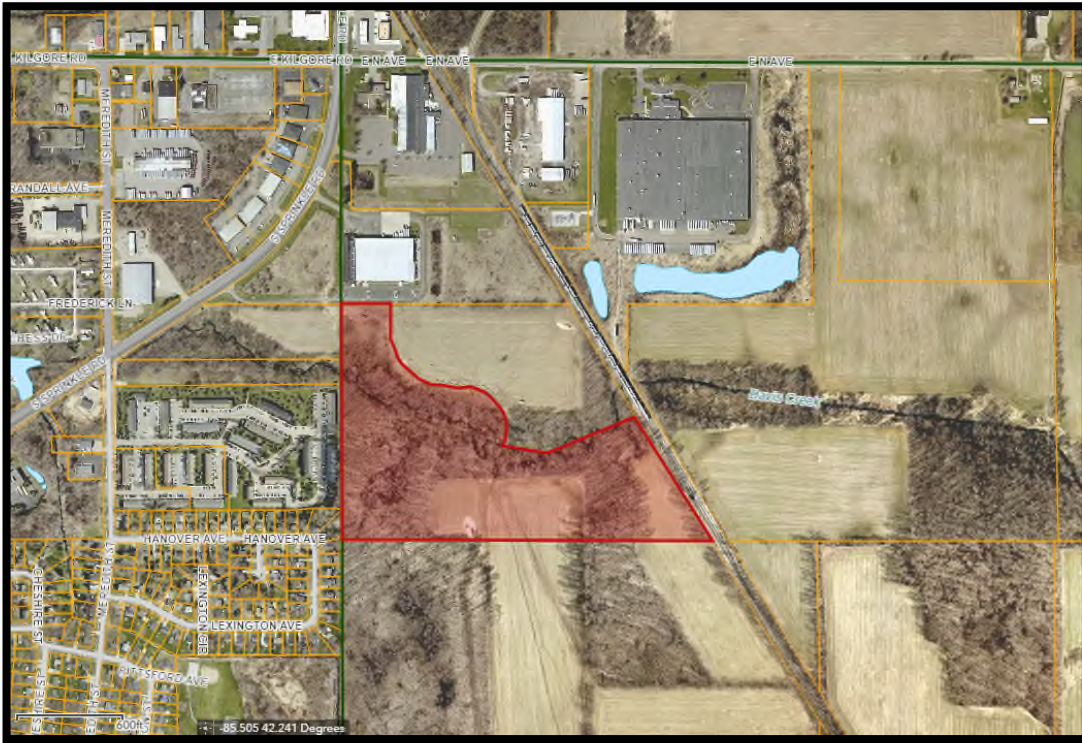
**2.12 Strategy for Compliance with Michigan's Relocation Assistance Law**

No persons reside at the property thus none will be displaced. Therefore, this section is not applicable.

**2.13 Other Material that the Authority or Governing Body Considers Pertinent**

# Figure 1

## Legal Description and Eligible Property Map



**No Road Frontage  
Kalamazoo, MI 49048**

Parcel ID: 11-06-151-021

34.58 Acres

**No Road Frontage  
Kalamazoo, MI 49048**

Parcel ID: 11-06-301-010

101.33 Acres

**Legal Description:**

Part of the Southwest Fractional 1/4 and part of the Northwest Fractional 1/4 of Section 6, Town 3 South, Range 10 West, Pavilion Township, Kalamazoo County, Michigan, described as: Commencing at the Southwest corner of said Section; thence N00°30'53"E 1075.01 feet along the West line of the Southwest Fractional 1/4 of said Section to the Point of Beginning; thence N00°37'52"E 34.98 feet along the East line of the Northeast Fractional 1/4 of Section 1, T3S, R11W; thence N00°37'52"E 990.17 feet along said East line; thence N89°34'36"E 320.07 feet along the Easterly extension of the North line of the South 990 feet of the East 1/2 of the Northeast Fractional 1/4 of said Section 1; thence Southeasterly 242.18 feet along a 317.00 foot radius curve to the left, said curve having a central angle of 43°46'21", and a chord bearing S50°31'12"E 236.33 feet; thence Easterly 192.90 feet along a 617.00 foot radius curve to the left, said curve having a central angle of 17°54'49", and a chord bearing S81°21'49"E 192.12 feet; thence Southeasterly 439.45 feet along 233.00 foot radius curve to the right, said curve having a central angle of 108°03'43", and a chord bearing S36°17'25"E 377.15 feet; thence S17°44'24"W 22.58 feet; thence S79°48'03"E 248.72 feet; thence N68°07'40"E 539.75 feet; thence S30°22'19"E 2005.18 feet along the Southwesterly right-of-way of CK&S Railroad; thence S00°11'43"E 358.83 feet along the East line of the Southwest Fractional 1/4 of said Section 6; thence S89°48'17"W 2004.67 feet; thence Southwesterly 74.76 feet along a 967.00 foot radius curve to the right, said curve having a central angle of 04°25'47", and a chord bearing S13°58'34"W 74.74 feet; thence S16°11'28"W 112.20 feet; thence S89°48'17"W 641.17 feet to the Point of Beginning. Contains 114.47 acres. Subject to easements, restrictions and rights-of-way of record.

# **Table 1**

## **Eligible Activity Costs**





<b>EGLE Eligible Activities Costs and Schedule</b>		
<b>EGLE Eligible Activities</b>	<b>Cost</b>	<b>Completion Season/Year</b>
<b>Department Specific Activities Sub-Total</b>	<b>\$ 5,000</b>	<b>Winter 2025</b>
<i>Phase I Environmental Site Assessment</i>	\$ 5,000	
<b>EGLE Eligible Activities Sub-Total</b>	<b>\$ 5,000</b>	
<b>MSDHA Housing Development Activities Costs and Schedule</b>		
<b>MSHDA Eligible Activities</b>	<b>Cost</b>	<b>Completion Season/Year</b>
<b>Infrastructure Improvements Sub-Total</b>	<b>\$ 15,023,024</b>	<b>Spring 2025</b>
<i>Roads, Curbs and gutters</i>	\$ 1,878,275	
<i>Landscaping</i>	\$ 250,000	
<i>Lighting</i>	\$ 37,566	
<i>Sanitary Sewer Mains</i>	\$ 1,652,620	
<i>Alleys and Parking</i>	\$ 823,200	
<i>Driveways</i>	\$ 1,577,800	
<i>Mailboxes</i>	\$ 35,000	
<i>Sidewalks</i>	\$ 1,234,295	
<i>Storm water systems</i>	\$ 1,448,955	
<i>Water Mains</i>	\$ 1,609,950	
<i>Water and Sewer Connections</i>	\$ 2,790,000	
<i>Publicly-owned utilities</i>	\$ 311,257	
<i>Park and seating areas</i>	\$ 250,000	
<i>Soft Costs Associated with the Above</i>	\$ 1,124,106	
<b>Site Preparation Sub-Total</b>	<b>\$ 2,921,881</b>	<b>Spring 2025</b>
<i>Geotechnical Engineering</i>	\$ 20,000	
<i>Grading</i>	\$ 1,878,275	
<i>Underground site preparation and site restoration</i>	\$ 804,975	
<i>Soft Costs Associated with the Above</i>	\$ 218,631	
<b>Affordable Housing Financing Gap</b>	<b>\$ 2,991,812</b>	
<b>Brownfield Plan/Act 381 Work Plan</b>	<b>\$ 30,000</b>	
<b>Brownfield Plan Implementation</b>	<b>\$ 30,000</b>	
<b>MSHDA Eligible Activities Sub-Total</b>	<b>\$ 20,996,717</b>	
<b>Contingency (15%)</b>	<b>\$ 2,691,736</b>	
<b>Interest (0%)</b>	<b>\$ -</b>	
<b>Total Brownfield Eligible Activities</b>	<b>\$ 23,693,453</b>	

# **Table 2**

## **Tax Capture Schedule**



**Tax Increment Financing Capture**  
 Single Family Capture - Portage Schools  
**Pavilion Investors, LLC**  
 11-06-301-010 and 11-06-151-021  
 Pavilion Township, MI  
 February 2025

Estimated Taxable Value (TV) Increase Rate: **2.00%**

Plan Year	1	2	3	4	5	6	7	8	9	10
Calendar Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
*Base Taxable Value	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344
Estimated New TV	\$ 4,034,544	\$ 8,037,435	\$ 12,120,383	\$ 16,284,991	\$ 20,532,891	\$ 24,865,749	\$ 29,285,263	\$ 31,178,369	\$ 31,801,936	\$ 32,437,975
Incremental Difference (New TV - Base TV)	\$ 3,922,200	\$ 7,925,091	\$ 12,008,040	\$ 16,172,647	\$ 20,420,547	\$ 24,753,405	\$ 29,172,920	\$ 31,066,025	\$ 31,689,592	\$ 32,325,631

School Capture	Millage Rate											
State Education Tax (SET)	6.0000	\$ 23,533	\$ 47,551	\$ 72,048	\$ 97,036	\$ 122,523	\$ 148,520	\$ 175,038	\$ 186,396	\$ 190,138	\$ 193,954	
School Operating Tax	17.5695	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>School Total</b>	<b>23.5695</b>	<b>\$ 23,533</b>	<b>\$ 47,551</b>	<b>\$ 72,048</b>	<b>\$ 97,036</b>	<b>\$ 122,523</b>	<b>\$ 148,520</b>	<b>\$ 175,038</b>	<b>\$ 186,396</b>	<b>\$ 190,138</b>	<b>\$ 193,954</b>	

Local Capture	Millage Rate											
County Operating	4.6202	\$ 18,121	\$ 36,616	\$ 55,480	\$ 74,721	\$ 94,347	\$ 114,366	\$ 134,785	\$ 143,531	\$ 146,412	\$ 149,351	
County Public Safety	1.4344	\$ 5,626	\$ 11,368	\$ 17,224	\$ 23,198	\$ 29,291	\$ 35,506	\$ 41,846	\$ 44,561	\$ 45,456	\$ 46,368	
County Housing	0.7434	\$ 2,916	\$ 5,892	\$ 8,927	\$ 12,023	\$ 15,181	\$ 18,402	\$ 21,687	\$ 23,094	\$ 23,558	\$ 24,031	
County Seniors	0.3462	\$ 1,358	\$ 2,744	\$ 4,157	\$ 5,599	\$ 7,070	\$ 8,570	\$ 10,100	\$ 10,755	\$ 10,971	\$ 11,191	
Portage Sinking	0.4983	\$ 1,954	\$ 3,949	\$ 5,984	\$ 8,059	\$ 10,176	\$ 12,335	\$ 14,537	\$ 15,480	\$ 15,791	\$ 16,108	
County 911	0.6442	\$ 2,527	\$ 5,105	\$ 7,736	\$ 10,418	\$ 13,155	\$ 15,946	\$ 18,793	\$ 20,013	\$ 20,414	\$ 20,824	
County Veterans Fund	0.0997	\$ 391	\$ 790	\$ 1,197	\$ 1,612	\$ 2,036	\$ 2,468	\$ 2,909	\$ 3,097	\$ 3,159	\$ 3,223	
KRESA ISD	6.9785	\$ 27,371	\$ 55,305	\$ 83,798	\$ 112,861	\$ 142,505	\$ 172,742	\$ 203,583	\$ 216,794	\$ 221,146	\$ 225,584	
KVCC College	2.7729	\$ 10,876	\$ 21,975	\$ 33,297	\$ 44,845	\$ 56,624	\$ 68,639	\$ 80,894	\$ 86,143	\$ 87,872	\$ 89,636	
Township Operating	0.8115	\$ 3,183	\$ 6,431	\$ 9,745	\$ 13,124	\$ 16,571	\$ 20,087	\$ 23,674	\$ 25,210	\$ 25,716	\$ 26,232	
Pavilion Fire	1.4689	\$ 5,761	\$ 11,641	\$ 17,639	\$ 23,756	\$ 29,996	\$ 36,360	\$ 42,852	\$ 45,633	\$ 46,549	\$ 47,483	
Portage Library	1.9922	\$ 7,814	\$ 15,788	\$ 23,922	\$ 32,219	\$ 40,682	\$ 49,314	\$ 58,118	\$ 61,890	\$ 63,132	\$ 64,399	
County Transportation	0.3102	\$ 1,217	\$ 2,458	\$ 3,725	\$ 5,017	\$ 6,334	\$ 7,679	\$ 9,049	\$ 9,637	\$ 9,830	\$ 10,027	
<b>22.7206</b>		<b>\$ 89,115</b>	<b>\$ 180,063</b>	<b>\$ 272,830</b>	<b>\$ 367,452</b>	<b>\$ 463,967</b>	<b>\$ 562,412</b>	<b>\$ 662,826</b>	<b>\$ 705,839</b>	<b>\$ 720,007</b>	<b>\$ 734,458</b>	

Non-Capturable Millages	Millage Rate											
Portage Debt	6.8500	\$ 26,867	\$ 54,287	\$ 82,255	\$ 110,783	\$ 139,881	\$ 169,561	\$ 199,835	\$ 212,802	\$ 217,074	\$ 221,431	
County Juvenile	0.1176	\$ 461	\$ 932	\$ 1,412	\$ 1,902	\$ 2,401	\$ 2,911	\$ 3,431	\$ 3,653	\$ 3,727	\$ 3,801	
<b>Total Non-Capturable Taxes</b>	<b>6.9676</b>	<b>\$ 27,328</b>	<b>\$ 55,219</b>	<b>\$ 83,667</b>	<b>\$ 112,685</b>	<b>\$ 142,282</b>	<b>\$ 172,472</b>	<b>\$ 203,265</b>	<b>\$ 216,456</b>	<b>\$ 220,800</b>	<b>\$ 225,232</b>	
	53.2577											

**Total Tax Increment Revenue (TIR) Available for Capture** \$ 112,648 \$ 227,613 \$ 344,878 \$ 464,488 \$ 586,490 \$ 710,933 \$ 837,864 \$ 892,235 \$ 910,144 \$ 928,412

Footnotes:	
Average Home taxable Value	\$ 217,900
Percentage of Homestead units	100%

New Units Constructed (Portage) 18 18 18 18 18 18 18 18 6 0 0



**Tax Increment Financing Capture**  
 Single Family Capture - Portage Schools  
**Pavilion Investors, LLC**  
 11-06-301-010 and 11-06-151-021  
 Pavilion Township, MI  
 February 2025

11	12	13	14	15	16	17	18	19	20	TOTAL
2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	
\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ -
\$ 33,086,734	\$ 33,748,469	\$ 34,423,438	\$ 35,111,907	\$ 35,814,145	\$ 36,530,428	\$ 37,261,037	\$ 38,006,258	\$ 38,766,383	\$ 39,541,710	\$ -
<b>\$ 32,974,391</b>	<b>\$ 33,636,125</b>	<b>\$ 34,311,095</b>	<b>\$ 34,999,564</b>	<b>\$ 35,701,802</b>	<b>\$ 36,418,085</b>	<b>\$ 37,148,693</b>	<b>\$ 37,893,914</b>	<b>\$ 38,654,039</b>	<b>\$ 39,429,367</b>	<b>\$ -</b>
\$ 197,846	\$ 201,817	\$ 205,867	\$ 209,997	\$ 214,211	\$ 218,509	\$ 222,892	\$ 227,363	\$ 231,924	\$ 236,576	\$ 3,423,739
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>\$ 197,846</b>	<b>\$ 201,817</b>	<b>\$ 205,867</b>	<b>\$ 209,997</b>	<b>\$ 214,211</b>	<b>\$ 218,509</b>	<b>\$ 222,892</b>	<b>\$ 227,363</b>	<b>\$ 231,924</b>	<b>\$ 236,576</b>	<b>\$ 3,423,739</b>
\$ 152,348	\$ 155,406	\$ 158,524	\$ 161,705	\$ 164,949	\$ 168,259	\$ 171,634	\$ 175,077	\$ 178,589	\$ 182,172	\$ 2,636,393
\$ 47,298	\$ 48,248	\$ 49,216	\$ 50,203	\$ 51,211	\$ 52,238	\$ 53,286	\$ 54,355	\$ 55,445	\$ 56,557	\$ 818,502
\$ 24,513	\$ 25,005	\$ 25,507	\$ 26,019	\$ 26,541	\$ 27,073	\$ 27,616	\$ 28,170	\$ 28,735	\$ 29,312	\$ 424,201
\$ 11,416	\$ 11,645	\$ 11,879	\$ 12,117	\$ 12,360	\$ 12,608	\$ 12,861	\$ 13,119	\$ 13,382	\$ 13,650	\$ 197,550
\$ 16,431	\$ 16,761	\$ 17,097	\$ 17,440	\$ 17,790	\$ 18,147	\$ 18,511	\$ 18,883	\$ 19,261	\$ 19,648	\$ 284,342
\$ 21,242	\$ 21,668	\$ 22,103	\$ 22,547	\$ 22,999	\$ 23,461	\$ 23,931	\$ 24,411	\$ 24,901	\$ 25,400	\$ 367,595
\$ 3,288	\$ 3,354	\$ 3,421	\$ 3,489	\$ 3,559	\$ 3,631	\$ 3,704	\$ 3,778	\$ 3,854	\$ 3,931	\$ 56,891
\$ 230,112	\$ 234,730	\$ 239,440	\$ 244,244	\$ 249,145	\$ 254,144	\$ 259,242	\$ 264,443	\$ 269,747	\$ 275,158	\$ 3,982,094
\$ 91,435	\$ 93,270	\$ 95,141	\$ 97,050	\$ 98,998	\$ 100,984	\$ 103,010	\$ 105,076	\$ 107,184	\$ 109,334	\$ 1,582,281
\$ 26,759	\$ 27,296	\$ 27,843	\$ 28,402	\$ 28,972	\$ 29,553	\$ 30,146	\$ 30,751	\$ 31,368	\$ 31,997	\$ 463,061
\$ 48,436	\$ 49,408	\$ 50,400	\$ 51,411	\$ 52,442	\$ 53,495	\$ 54,568	\$ 55,662	\$ 56,779	\$ 57,918	\$ 838,188
\$ 65,692	\$ 67,010	\$ 68,355	\$ 69,726	\$ 71,125	\$ 72,552	\$ 74,008	\$ 75,492	\$ 77,007	\$ 78,551	\$ 1,136,795
\$ 10,229	\$ 10,434	\$ 10,643	\$ 10,857	\$ 11,075	\$ 11,297	\$ 11,524	\$ 11,755	\$ 11,990	\$ 12,231	\$ 177,007
<b>\$ 749,198</b>	<b>\$ 764,233</b>	<b>\$ 779,569</b>	<b>\$ 795,211</b>	<b>\$ 811,166</b>	<b>\$ 827,441</b>	<b>\$ 844,041</b>	<b>\$ 860,972</b>	<b>\$ 878,243</b>	<b>\$ 895,859</b>	<b>\$ 12,964,901</b>
\$ 225,875	\$ 230,407	\$ 235,031	\$ 239,747	\$ 244,557	\$ 249,464	\$ 254,469	\$ 259,573	\$ 264,780	\$ 270,091	\$ 3,908,769
\$ 3,878	\$ 3,956	\$ 4,035	\$ 4,116	\$ 4,199	\$ 4,283	\$ 4,369	\$ 4,456	\$ 4,546	\$ 4,637	\$ 67,105
<b>\$ 229,752</b>	<b>\$ 234,363</b>	<b>\$ 239,066</b>	<b>\$ 243,863</b>	<b>\$ 248,756</b>	<b>\$ 253,747</b>	<b>\$ 258,837</b>	<b>\$ 264,030</b>	<b>\$ 269,326</b>	<b>\$ 274,728</b>	<b>\$ 3,975,874</b>
\$ 947,044	\$ 966,050	\$ 985,435	\$ 1,005,208	\$ 1,025,377	\$ 1,045,949	\$ 1,066,933	\$ 1,088,336	\$ 1,110,167	\$ 1,132,435	<b>\$ 16,388,640</b>



**Tax Increment Financing Capture**  
 Townhome Capture - Portage Schools  
**Pavilion Investors, LLC**  
 11-06-301-010 and 11-06-151-021  
 Pavilion Township, MI  
 February 2025

Estimated Taxable Value (TV) Increase Rate: 2.00%

Plan Year	1	2	3	4	5	6	7	8	9	10	11
Calendar Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
*Base Taxable Value	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344
Estimated New TV	\$ 504,591	\$ 904,682	\$ 1,312,776	\$ 1,729,032	\$ 2,153,612	\$ 2,586,684	\$ 3,028,418	\$ 3,478,986	\$ 3,743,566	\$ 3,818,437	\$ 3,894,806
Incremental Difference (New TV - Base TV)	\$ 392,247	\$ 792,339	\$ 1,200,432	\$ 1,616,688	\$ 2,041,268	\$ 2,474,341	\$ 2,916,074	\$ 3,366,643	\$ 3,631,223	\$ 3,706,094	\$ 3,782,463

School Capture	Millage Rate	1	2	3	4	5	6	7	8	9	10	11
State Education Tax (SET)	6.0000	\$ 2,353	\$ 4,754	\$ 7,203	\$ 9,700	\$ 12,248	\$ 14,846	\$ 17,496	\$ 20,200	\$ 21,787	\$ 22,237	\$ 22,695
School Operating Tax	17.5695	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>School Total</b>	<b>23.5695</b>	<b>\$ 2,353</b>	<b>\$ 4,754</b>	<b>\$ 7,203</b>	<b>\$ 9,700</b>	<b>\$ 12,248</b>	<b>\$ 14,846</b>	<b>\$ 17,496</b>	<b>\$ 20,200</b>	<b>\$ 21,787</b>	<b>\$ 22,237</b>	<b>\$ 22,695</b>

Local Capture	Millage Rate	1	2	3	4	5	6	7	8	9	10	11
County Operating	4.6202	\$ 1,812	\$ 3,661	\$ 5,546	\$ 7,469	\$ 9,431	\$ 11,432	\$ 13,473	\$ 15,555	\$ 16,777	\$ 17,123	\$ 17,476
County Public Safety	1.4344	\$ 563	\$ 1,137	\$ 1,722	\$ 2,319	\$ 2,928	\$ 3,549	\$ 4,183	\$ 4,829	\$ 5,209	\$ 5,316	\$ 5,426
County Housing	0.7434	\$ 292	\$ 589	\$ 892	\$ 1,202	\$ 1,517	\$ 1,839	\$ 2,168	\$ 2,503	\$ 2,699	\$ 2,755	\$ 2,812
County Seniors	0.3462	\$ 136	\$ 274	\$ 416	\$ 560	\$ 707	\$ 857	\$ 1,010	\$ 1,166	\$ 1,257	\$ 1,283	\$ 1,309
Portage Sinking	0.4983	\$ 195	\$ 395	\$ 598	\$ 806	\$ 1,017	\$ 1,233	\$ 1,453	\$ 1,678	\$ 1,809	\$ 1,847	\$ 1,885
County 911	0.6442	\$ 253	\$ 510	\$ 773	\$ 1,041	\$ 1,315	\$ 1,594	\$ 1,879	\$ 2,169	\$ 2,339	\$ 2,387	\$ 2,437
County Veterans Fund	0.0997	\$ 39	\$ 79	\$ 120	\$ 161	\$ 204	\$ 247	\$ 291	\$ 336	\$ 362	\$ 369	\$ 377
KRESA ISD	6.9785	\$ 2,737	\$ 5,529	\$ 8,377	\$ 11,282	\$ 14,245	\$ 17,267	\$ 20,350	\$ 23,494	\$ 25,340	\$ 25,863	\$ 26,396
KVCC College	2.7729	\$ 1,088	\$ 2,197	\$ 3,329	\$ 4,483	\$ 5,660	\$ 6,861	\$ 8,086	\$ 9,335	\$ 10,069	\$ 10,277	\$ 10,488
Township Operating	0.8115	\$ 318	\$ 643	\$ 974	\$ 1,312	\$ 1,656	\$ 2,008	\$ 2,366	\$ 2,732	\$ 2,947	\$ 3,007	\$ 3,069
Pavilion Fire	1.4689	\$ 576	\$ 1,164	\$ 1,763	\$ 2,375	\$ 2,998	\$ 3,635	\$ 4,283	\$ 4,945	\$ 5,334	\$ 5,444	\$ 5,556
Portage Library	1.9922	\$ 781	\$ 1,578	\$ 2,392	\$ 3,221	\$ 4,067	\$ 4,929	\$ 5,809	\$ 6,707	\$ 7,234	\$ 7,383	\$ 7,535
County Transportation	0.3102	\$ 122	\$ 246	\$ 372	\$ 501	\$ 633	\$ 768	\$ 905	\$ 1,044	\$ 1,126	\$ 1,150	\$ 1,173
<b>22.7206</b>		<b>\$ 8,912</b>	<b>\$ 18,002</b>	<b>\$ 27,275</b>	<b>\$ 36,732</b>	<b>\$ 46,379</b>	<b>\$ 56,219</b>	<b>\$ 66,255</b>	<b>\$ 76,492</b>	<b>\$ 82,504</b>	<b>\$ 84,205</b>	<b>\$ 85,940</b>

Non-Capturable Millages	Millage Rate	1	2	3	4	5	6	7	8	9	10	11
Portage Debt	6.8500	\$ 2,687	\$ 5,428	\$ 8,223	\$ 11,074	\$ 13,983	\$ 16,949	\$ 19,975	\$ 23,062	\$ 24,874	\$ 25,387	\$ 25,910
County Juvenile	0.1176	\$ 46	\$ 93	\$ 141	\$ 190	\$ 240	\$ 291	\$ 343	\$ 396	\$ 427	\$ 436	\$ 445
<b>Total Non-Capturable Taxes</b>	<b>6.9676</b>	<b>\$ 2,733</b>	<b>\$ 5,521</b>	<b>\$ 8,364</b>	<b>\$ 11,264</b>	<b>\$ 14,223</b>	<b>\$ 17,240</b>	<b>\$ 20,318</b>	<b>\$ 23,457</b>	<b>\$ 25,301</b>	<b>\$ 25,823</b>	<b>\$ 26,355</b>
	53.2577											

**Total Tax Increment Revenue (TIR) Available for Capture** \$ 11,266 \$ 22,756 \$ 34,477 \$ 46,432 \$ 58,626 \$ 71,065 \$ 83,751 \$ 96,692 \$ 104,291 \$ 106,441 \$ 108,635

<b>Footnotes:</b>	
Average Home taxable Value	\$ 65,000
Percentage of Homestead units	100%

New Units Constructed 6 6 6 6 6 6 6 6 6 3 0



**Tax Increment Financing Capture**  
 Townhome Capture - Portage Schools  
**Pavilion Investors, LLC**  
 11-06-301-010 and 11-06-151-021  
 Pavilion Township, MI  
 February 2025

12	13	14	15	16	17	18	19	20	TOTAL
2037	2038	2039	2040	2041	2042	2043	2044	2045	
\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ -
\$ 3,972,702	\$ 4,052,156	\$ 4,133,200	\$ 4,215,864	\$ 4,300,181	\$ 4,386,184	\$ 4,473,908	\$ 4,563,386	\$ 4,654,654	\$ -
<b>\$ 3,860,359</b>	<b>\$ 3,939,813</b>	<b>\$ 4,020,856</b>	<b>\$ 4,103,520</b>	<b>\$ 4,187,837</b>	<b>\$ 4,273,841</b>	<b>\$ 4,361,564</b>	<b>\$ 4,451,043</b>	<b>\$ 4,542,310</b>	<b>\$ -</b>
\$ 23,162	\$ 23,639	\$ 24,125	\$ 24,621	\$ 25,127	\$ 25,643	\$ 26,169	\$ 26,706	\$ 27,254	\$ 381,966
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>\$ 23,162</b>	<b>\$ 23,639</b>	<b>\$ 24,125</b>	<b>\$ 24,621</b>	<b>\$ 25,127</b>	<b>\$ 25,643</b>	<b>\$ 26,169</b>	<b>\$ 26,706</b>	<b>\$ 27,254</b>	<b>\$ 381,966</b>
\$ 17,836	\$ 18,203	\$ 18,577	\$ 18,959	\$ 19,349	\$ 19,746	\$ 20,151	\$ 20,565	\$ 20,986	\$ 294,126
\$ 5,537	\$ 5,651	\$ 5,768	\$ 5,886	\$ 6,007	\$ 6,130	\$ 6,256	\$ 6,385	\$ 6,515	\$ 91,315
\$ 2,870	\$ 2,929	\$ 2,989	\$ 3,051	\$ 3,113	\$ 3,177	\$ 3,242	\$ 3,309	\$ 3,377	\$ 47,326
\$ 1,336	\$ 1,364	\$ 1,392	\$ 1,421	\$ 1,450	\$ 1,480	\$ 1,510	\$ 1,541	\$ 1,573	\$ 22,039
\$ 1,924	\$ 1,963	\$ 2,004	\$ 2,045	\$ 2,087	\$ 2,130	\$ 2,173	\$ 2,218	\$ 2,263	\$ 31,722
\$ 2,487	\$ 2,538	\$ 2,590	\$ 2,643	\$ 2,698	\$ 2,753	\$ 2,810	\$ 2,867	\$ 2,926	\$ 41,010
\$ 385	\$ 393	\$ 401	\$ 409	\$ 418	\$ 426	\$ 435	\$ 444	\$ 453	\$ 6,347
\$ 26,940	\$ 27,494	\$ 28,060	\$ 28,636	\$ 29,225	\$ 29,825	\$ 30,437	\$ 31,062	\$ 31,699	\$ 444,258
\$ 10,704	\$ 10,925	\$ 11,149	\$ 11,379	\$ 11,612	\$ 11,851	\$ 12,094	\$ 12,342	\$ 12,595	\$ 176,525
\$ 3,133	\$ 3,197	\$ 3,263	\$ 3,330	\$ 3,398	\$ 3,468	\$ 3,539	\$ 3,612	\$ 3,686	\$ 51,661
\$ 5,670	\$ 5,787	\$ 5,906	\$ 6,028	\$ 6,152	\$ 6,278	\$ 6,407	\$ 6,538	\$ 6,672	\$ 93,512
\$ 7,691	\$ 7,849	\$ 8,010	\$ 8,175	\$ 8,343	\$ 8,514	\$ 8,689	\$ 8,867	\$ 9,049	\$ 126,825
\$ 1,197	\$ 1,222	\$ 1,247	\$ 1,273	\$ 1,299	\$ 1,326	\$ 1,353	\$ 1,381	\$ 1,409	\$ 19,748
<b>\$ 87,710</b>	<b>\$ 89,515</b>	<b>\$ 91,356</b>	<b>\$ 93,234</b>	<b>\$ 95,150</b>	<b>\$ 97,104</b>	<b>\$ 99,097</b>	<b>\$ 101,130</b>	<b>\$ 103,204</b>	<b>\$ 1,446,415</b>
\$ 26,443	\$ 26,988	\$ 27,543	\$ 28,109	\$ 28,687	\$ 29,276	\$ 29,877	\$ 30,490	\$ 31,115	\$ 436,078
\$ 454	\$ 463	\$ 473	\$ 483	\$ 492	\$ 503	\$ 513	\$ 523	\$ 534	\$ 7,487
<b>\$ 26,897</b>	<b>\$ 27,451</b>	<b>\$ 28,016</b>	<b>\$ 28,592</b>	<b>\$ 29,179</b>	<b>\$ 29,778</b>	<b>\$ 30,390</b>	<b>\$ 31,013</b>	<b>\$ 31,649</b>	<b>\$ 443,564</b>
\$ 110,872	\$ 113,154	\$ 115,481	\$ 117,856	\$ 120,277	\$ 122,747	\$ 125,267	\$ 127,837	\$ 130,458	<b>\$ 1,828,381</b>



**Tax Increment Financing Capture**  
 TDN Capture - Portage Schools  
**Pavilion Investors, LLC**  
 11-06-301-010 and 11-06-151-021  
 Pavilion Township, MI  
 February 2025

Estimated Taxable Value (TV) Increase Rate: 2.00%

Plan Year	1	2	3	4	5	6	7	8	9	10	11
Calendar Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
*Base Taxable Value	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344
Estimated New TV	\$ 1,331,191	\$ 2,574,414	\$ 3,842,503	\$ 5,135,953	\$ 6,455,272	\$ 7,800,977	\$ 9,173,597	\$ 9,357,069	\$ 9,544,210	\$ 9,735,094	\$ 9,929,796
Incremental Difference (New TV - Base TV)	\$ 1,218,847	\$ 2,462,071	\$ 3,730,159	\$ 5,023,609	\$ 6,342,928	\$ 7,688,634	\$ 9,061,253	\$ 9,244,725	\$ 9,431,866	\$ 9,622,751	\$ 9,817,452

School Capture	Millage Rate	1	2	3	4	5	6	7	8	9	10	11
State Education Tax (SET)	6.0000	\$ 7,313	\$ 14,772	\$ 22,381	\$ 30,142	\$ 38,058	\$ 46,132	\$ 54,368	\$ 55,468	\$ 56,591	\$ 57,737	\$ 58,905
School Operating Tax	17.5695	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>School Total</b>	<b>23.5695</b>	<b>\$ 7,313</b>	<b>\$ 14,772</b>	<b>\$ 22,381</b>	<b>\$ 30,142</b>	<b>\$ 38,058</b>	<b>\$ 46,132</b>	<b>\$ 54,368</b>	<b>\$ 55,468</b>	<b>\$ 56,591</b>	<b>\$ 57,737</b>	<b>\$ 58,905</b>

Local Capture	Millage Rate	1	2	3	4	5	6	7	8	9	10	11
County Operating	4.6202	\$ 5,631	\$ 11,375	\$ 17,234	\$ 23,210	\$ 29,306	\$ 35,523	\$ 41,865	\$ 42,712	\$ 43,577	\$ 44,459	\$ 45,359
County Public Safety	1.4344	\$ 1,748	\$ 3,532	\$ 5,351	\$ 7,206	\$ 9,098	\$ 11,029	\$ 12,997	\$ 13,261	\$ 13,529	\$ 13,803	\$ 14,082
County Housing	0.7434	\$ 906	\$ 1,830	\$ 2,773	\$ 3,735	\$ 4,715	\$ 5,716	\$ 6,736	\$ 6,873	\$ 7,012	\$ 7,154	\$ 7,298
County Seniors	0.3462	\$ 422	\$ 852	\$ 1,291	\$ 1,739	\$ 2,196	\$ 2,662	\$ 3,137	\$ 3,201	\$ 3,265	\$ 3,331	\$ 3,399
Portage Sinking	0.4983	\$ 607	\$ 1,227	\$ 1,859	\$ 2,503	\$ 3,161	\$ 3,831	\$ 4,515	\$ 4,607	\$ 4,700	\$ 4,795	\$ 4,892
County 911	0.6442	\$ 785	\$ 1,586	\$ 2,403	\$ 3,236	\$ 4,086	\$ 4,953	\$ 5,837	\$ 5,955	\$ 6,076	\$ 6,199	\$ 6,324
County Veterans Fund	0.0997	\$ 122	\$ 245	\$ 372	\$ 501	\$ 632	\$ 767	\$ 903	\$ 922	\$ 940	\$ 959	\$ 979
KRESA ISD	6.9785	\$ 8,506	\$ 17,182	\$ 26,031	\$ 35,057	\$ 44,264	\$ 53,655	\$ 63,234	\$ 64,514	\$ 65,820	\$ 67,152	\$ 68,511
KVCC College	2.7729	\$ 3,380	\$ 6,827	\$ 10,343	\$ 13,930	\$ 17,588	\$ 21,320	\$ 25,126	\$ 25,635	\$ 26,154	\$ 26,683	\$ 27,223
Township Operating	0.8115	\$ 989	\$ 1,998	\$ 3,027	\$ 4,077	\$ 5,147	\$ 6,239	\$ 7,353	\$ 7,502	\$ 7,654	\$ 7,809	\$ 7,967
Pavilion Fire	1.4689	\$ 1,790	\$ 3,617	\$ 5,479	\$ 7,379	\$ 9,317	\$ 11,294	\$ 13,310	\$ 13,580	\$ 13,854	\$ 14,135	\$ 14,421
Portage Library	1.9922	\$ 2,428	\$ 4,905	\$ 7,431	\$ 10,008	\$ 12,636	\$ 15,317	\$ 18,052	\$ 18,417	\$ 18,790	\$ 19,170	\$ 19,558
County Transportation	0.3102	\$ 378	\$ 764	\$ 1,157	\$ 1,558	\$ 1,968	\$ 2,385	\$ 2,811	\$ 2,868	\$ 2,926	\$ 2,985	\$ 3,045
<b>22.7206</b>	<b>\$ 27,693</b>	<b>\$ 55,940</b>	<b>\$ 84,751</b>	<b>\$ 114,139</b>	<b>\$ 144,115</b>	<b>\$ 174,690</b>	<b>\$ 205,877</b>	<b>\$ 210,046</b>	<b>\$ 214,298</b>	<b>\$ 218,635</b>	<b>\$ 223,058</b>	

Non-Capturable Millages	Millage Rate	1	2	3	4	5	6	7	8	9	10	11
Portage Debt	6.8500	\$ 8,349	\$ 16,865	\$ 25,552	\$ 34,412	\$ 43,449	\$ 52,667	\$ 62,070	\$ 63,326	\$ 64,608	\$ 65,916	\$ 67,250
County Juvenile	0.1176	\$ 143	\$ 290	\$ 439	\$ 591	\$ 746	\$ 904	\$ 1,066	\$ 1,087	\$ 1,109	\$ 1,132	\$ 1,155
<b>Total Non-Capturable Taxes</b>	<b>6.9676</b>	<b>\$ 8,492</b>	<b>\$ 17,155</b>	<b>\$ 25,990</b>	<b>\$ 35,002</b>	<b>\$ 44,195</b>	<b>\$ 53,571</b>	<b>\$ 63,135</b>	<b>\$ 64,414</b>	<b>\$ 65,717</b>	<b>\$ 67,047</b>	<b>\$ 68,404</b>
	53.2577											

**Total Tax Increment Revenue (TIR) Available for Capture** \$ 35,006 \$ 70,712 \$ 107,132 \$ 144,281 \$ 182,173 \$ 220,822 \$ 260,245 \$ 265,514 \$ 270,889 \$ 276,371 \$ 281,963

<b>Footnotes:</b>	
Average Home taxable Value	\$ 152,075
Percentage of Homestead units	100%

New Units Constructed 8 8 8 8 8 8 8 8 0 0 0 56



**Tax Increment Financing Capture**  
 TDN Capture - Portage Schools  
**Pavilion Investors, LLC**  
 11-06-301-010 and 11-06-151-021  
 Pavilion Township, MI  
 February 2025

12	13	14	15	16	17	18	19	20	TOTAL
2037	2038	2039	2040	2041	2042	2043	2044	2045	
\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ 112,344	\$ -
\$ 10,128,392	\$ 10,330,960	\$ 10,537,579	\$ 10,748,331	\$ 10,963,297	\$ 11,182,563	\$ 11,406,214	\$ 11,634,339	\$ 11,867,026	\$ -
<b>\$ 10,016,048</b>	<b>\$ 10,218,616</b>	<b>\$ 10,425,235</b>	<b>\$ 10,635,987</b>	<b>\$ 10,850,954</b>	<b>\$ 11,070,220</b>	<b>\$ 11,293,871</b>	<b>\$ 11,521,995</b>	<b>\$ 11,754,682</b>	<b>\$ -</b>
\$ 60,096	\$ 61,312	\$ 62,551	\$ 63,816	\$ 65,106	\$ 66,421	\$ 67,763	\$ 69,132	\$ 70,528	\$ 1,028,591
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>\$ 60,096</b>	<b>\$ 61,312</b>	<b>\$ 62,551</b>	<b>\$ 63,816</b>	<b>\$ 65,106</b>	<b>\$ 66,421</b>	<b>\$ 67,763</b>	<b>\$ 69,132</b>	<b>\$ 70,528</b>	<b>\$ 1,028,591</b>
\$ 46,276	\$ 47,212	\$ 48,167	\$ 49,140	\$ 50,134	\$ 51,147	\$ 52,180	\$ 53,234	\$ 54,309	\$ 792,050
\$ 14,367	\$ 14,658	\$ 14,954	\$ 15,256	\$ 15,565	\$ 15,879	\$ 16,200	\$ 16,527	\$ 16,861	\$ 245,902
\$ 7,446	\$ 7,597	\$ 7,750	\$ 7,907	\$ 8,067	\$ 8,230	\$ 8,396	\$ 8,565	\$ 8,738	\$ 127,442
\$ 3,468	\$ 3,538	\$ 3,609	\$ 3,682	\$ 3,757	\$ 3,833	\$ 3,910	\$ 3,989	\$ 4,069	\$ 59,350
\$ 4,991	\$ 5,092	\$ 5,195	\$ 5,300	\$ 5,407	\$ 5,516	\$ 5,628	\$ 5,741	\$ 5,857	\$ 85,425
\$ 6,452	\$ 6,583	\$ 6,716	\$ 6,852	\$ 6,990	\$ 7,131	\$ 7,276	\$ 7,422	\$ 7,572	\$ 110,436
\$ 999	\$ 1,019	\$ 1,039	\$ 1,060	\$ 1,082	\$ 1,104	\$ 1,126	\$ 1,149	\$ 1,172	\$ 17,092
\$ 69,897	\$ 71,311	\$ 72,753	\$ 74,223	\$ 75,723	\$ 77,254	\$ 78,814	\$ 80,406	\$ 82,030	\$ 1,196,338
\$ 27,774	\$ 28,335	\$ 28,908	\$ 29,493	\$ 30,089	\$ 30,697	\$ 31,317	\$ 31,949	\$ 32,595	\$ 475,364
\$ 8,128	\$ 8,292	\$ 8,460	\$ 8,631	\$ 8,806	\$ 8,983	\$ 9,165	\$ 9,350	\$ 9,539	\$ 139,117
\$ 14,713	\$ 15,010	\$ 15,314	\$ 15,623	\$ 15,939	\$ 16,261	\$ 16,590	\$ 16,925	\$ 17,266	\$ 251,816
\$ 19,954	\$ 20,358	\$ 20,769	\$ 21,189	\$ 21,617	\$ 22,054	\$ 22,500	\$ 22,954	\$ 23,418	\$ 341,527
\$ 3,107	\$ 3,170	\$ 3,234	\$ 3,299	\$ 3,366	\$ 3,434	\$ 3,503	\$ 3,574	\$ 3,646	\$ 53,178
<b>\$ 227,571</b>	<b>\$ 232,173</b>	<b>\$ 236,868</b>	<b>\$ 241,656</b>	<b>\$ 246,540</b>	<b>\$ 251,522</b>	<b>\$ 256,604</b>	<b>\$ 261,787</b>	<b>\$ 267,073</b>	<b>\$ 3,895,036</b>
\$ 68,610	\$ 69,998	\$ 71,413	\$ 72,857	\$ 74,329	\$ 75,831	\$ 77,363	\$ 78,926	\$ 80,520	\$ 1,174,309
\$ 1,178	\$ 1,202	\$ 1,226	\$ 1,251	\$ 1,276	\$ 1,302	\$ 1,328	\$ 1,355	\$ 1,382	\$ 20,160
<b>\$ 69,788</b>	<b>\$ 71,199</b>	<b>\$ 72,639</b>	<b>\$ 74,107</b>	<b>\$ 75,605</b>	<b>\$ 77,133</b>	<b>\$ 78,691</b>	<b>\$ 80,281</b>	<b>\$ 81,902</b>	<b>\$ 1,194,469</b>
\$ 287,667	\$ 293,485	\$ 299,419	\$ 305,472	\$ 311,646	\$ 317,943	\$ 324,367	\$ 330,919	\$ 337,602	<b>\$ 4,923,627</b>





**Tax Increment Financing Capture**  
 Single Family Capture - Comstock Schools  
**Pavilion Investors, LLC**  
 11-06-301-010 and 11-06-151-021  
 Pavilion Township, MI  
 February 2025

Estimated Taxable Value (TV) Increase Rate: 2.00%

Plan Year	1	2	3	4	5	6	7	8	9	10
Calendar Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
*Base Taxable Value	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491
Estimated New TV	\$ 53,491	\$ 54,561	\$ 55,652	\$ 56,765	\$ 57,900	\$ 59,058	\$ 60,240	\$ 2,676,244	\$ 6,216,169	\$ 6,340,493
Incremental Difference (New TV - Base TV)	\$ -	\$ 1,070	\$ 2,161	\$ 3,274	\$ 4,409	\$ 5,567	\$ 6,749	\$ 2,622,753	\$ 6,162,678	\$ 6,287,002

School Capture	Millage Rate	1	2	3	4	5	6	7	8	9	10
State Education Tax (SET)	6.0000	\$ -	\$ 6	\$ 13	\$ 20	\$ 26	\$ 33	\$ 40	\$ 15,737	\$ 36,976	\$ 37,722
School Operating Tax	17.8437	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>School Total</b>	<b>23.8437</b>	<b>\$ -</b>	<b>\$ 6</b>	<b>\$ 13</b>	<b>\$ 20</b>	<b>\$ 26</b>	<b>\$ 33</b>	<b>\$ 40</b>	<b>\$ 15,737</b>	<b>\$ 36,976</b>	<b>\$ 37,722</b>

Local Capture	Millage Rate	1	2	3	4	5	6	7	8	9	10
County Operating	4.6202	\$ -	\$ 5	\$ 10	\$ 15	\$ 20	\$ 26	\$ 31	\$ 12,118	\$ 28,473	\$ 29,047
County Public Safety	1.4344	\$ -	\$ 2	\$ 3	\$ 5	\$ 6	\$ 8	\$ 10	\$ 3,762	\$ 8,840	\$ 9,018
County Housing	0.7434	\$ -	\$ 1	\$ 2	\$ 2	\$ 3	\$ 4	\$ 5	\$ 1,950	\$ 4,581	\$ 4,674
County Seniors	0.3462	\$ -	\$ 0	\$ 1	\$ 1	\$ 2	\$ 2	\$ 2	\$ 908	\$ 2,134	\$ 2,177
Sinking Fund	0.9958	\$ -	\$ 1	\$ 2	\$ 3	\$ 4	\$ 6	\$ 7	\$ 2,612	\$ 6,137	\$ 6,261
County 911	0.6442	\$ -	\$ 1	\$ 1	\$ 2	\$ 3	\$ 4	\$ 4	\$ 1,690	\$ 3,970	\$ 4,050
County Veterans Fund	0.0997	\$ -	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1	\$ 1	\$ 261	\$ 614	\$ 627
KRESA ISD	6.9785	\$ -	\$ 7	\$ 15	\$ 23	\$ 31	\$ 39	\$ 47	\$ 18,303	\$ 43,006	\$ 43,874
KVCC College	2.7729	\$ -	\$ 3	\$ 6	\$ 9	\$ 12	\$ 15	\$ 19	\$ 7,273	\$ 17,088	\$ 17,433
Township Operating	0.8115	\$ -	\$ 1	\$ 2	\$ 3	\$ 4	\$ 5	\$ 5	\$ 2,128	\$ 5,001	\$ 5,102
Pavilion Fire	1.4689	\$ -	\$ 2	\$ 3	\$ 5	\$ 6	\$ 8	\$ 10	\$ 3,853	\$ 9,052	\$ 9,235
County Transportation	0.3102	\$ -	\$ 0	\$ 1	\$ 1	\$ 1	\$ 2	\$ 2	\$ 814	\$ 1,912	\$ 1,950
<b>21.2259</b>	<b>\$ -</b>	<b>\$ 23</b>	<b>\$ 46</b>	<b>\$ 69</b>	<b>\$ 94</b>	<b>\$ 118</b>	<b>\$ 143</b>	<b>\$ 143</b>	<b>\$ 55,670</b>	<b>\$ 130,808</b>	<b>\$ 133,447</b>

Non-Capturable Millages	Millage Rate	1	2	3	4	5	6	7	8	9	10
Comstock Debt	5.5000	\$ -	\$ 6	\$ 12	\$ 18	\$ 24	\$ 31	\$ 37	\$ 14,425	\$ 33,895	\$ 34,579
County Juvenile	0.1176	\$ -	\$ 0	\$ 0	\$ 0	\$ 1	\$ 1	\$ 1	\$ 308	\$ 725	\$ 739
<b>Total Non-Capturable Taxes</b>	<b>5.6176</b>	<b>\$ -</b>	<b>\$ 6</b>	<b>\$ 12</b>	<b>\$ 18</b>	<b>\$ 25</b>	<b>\$ 31</b>	<b>\$ 38</b>	<b>\$ 14,734</b>	<b>\$ 34,619</b>	<b>\$ 35,318</b>
	50.6872										

**Total Tax Increment Revenue (TIR) Available for Capture** \$ - \$ 29 \$ 59 \$ 89 \$ 120 \$ 152 \$ 184 \$ 71,407 \$ 167,784 \$ 171,169

Footnotes:	
Average Home taxable Value	\$ 217,900
Percentage of Homestead units	100%

New Units Constructed (Pavilion)	0	0	0	0	0	0	0	0	12	16	0
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**Tax Increment Financing Capture**  
 Single Family Capture - Comstock Schools  
**Pavilion Investors, LLC**  
 11-06-301-010 and 11-06-151-021  
 Pavilion Township, MI  
 February 2025

11	12	13	14	15	16	17	18	19	20	TOTAL
2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	
\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ -
\$ 6,467,302	\$ 6,596,649	\$ 6,728,581	\$ 6,863,153	\$ 7,000,416	\$ 7,140,425	\$ 7,283,233	\$ 7,428,898	\$ 7,577,476	\$ 7,729,025	\$ -
<b>\$ 6,413,811</b>	<b>\$ 6,543,158</b>	<b>\$ 6,675,090</b>	<b>\$ 6,809,662</b>	<b>\$ 6,946,925</b>	<b>\$ 7,086,934</b>	<b>\$ 7,229,742</b>	<b>\$ 7,375,407</b>	<b>\$ 7,523,985</b>	<b>\$ 7,675,534</b>	<b>\$ -</b>
\$ 38,483	\$ 39,259	\$ 40,051	\$ 40,858	\$ 41,682	\$ 42,522	\$ 43,378	\$ 44,252	\$ 45,144	\$ 46,053	\$ 512,255
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>\$ 38,483</b>	<b>\$ 39,259</b>	<b>\$ 40,051</b>	<b>\$ 40,858</b>	<b>\$ 41,682</b>	<b>\$ 42,522</b>	<b>\$ 43,378</b>	<b>\$ 44,252</b>	<b>\$ 45,144</b>	<b>\$ 46,053</b>	<b>\$ 512,255</b>
\$ 29,633	\$ 30,231	\$ 30,840	\$ 31,462	\$ 32,096	\$ 32,743	\$ 33,403	\$ 34,076	\$ 34,762	\$ 35,463	\$ 394,454
\$ 9,200	\$ 9,386	\$ 9,575	\$ 9,768	\$ 9,965	\$ 10,165	\$ 10,370	\$ 10,579	\$ 10,792	\$ 11,010	\$ 122,463
\$ 4,768	\$ 4,864	\$ 4,962	\$ 5,062	\$ 5,164	\$ 5,268	\$ 5,375	\$ 5,483	\$ 5,593	\$ 5,706	\$ 63,468
\$ 2,220	\$ 2,265	\$ 2,311	\$ 2,358	\$ 2,405	\$ 2,453	\$ 2,503	\$ 2,553	\$ 2,605	\$ 2,657	\$ 29,557
\$ 6,387	\$ 6,516	\$ 6,647	\$ 6,781	\$ 6,918	\$ 7,057	\$ 7,199	\$ 7,344	\$ 7,492	\$ 7,643	\$ 85,017
\$ 4,132	\$ 4,215	\$ 4,300	\$ 4,387	\$ 4,475	\$ 4,565	\$ 4,657	\$ 4,751	\$ 4,847	\$ 4,945	\$ 54,999
\$ 639	\$ 652	\$ 666	\$ 679	\$ 693	\$ 707	\$ 721	\$ 735	\$ 750	\$ 765	\$ 8,512
\$ 44,759	\$ 45,661	\$ 46,582	\$ 47,521	\$ 48,479	\$ 49,456	\$ 50,453	\$ 51,469	\$ 52,506	\$ 53,564	\$ 595,796
\$ 17,785	\$ 18,144	\$ 18,509	\$ 18,883	\$ 19,263	\$ 19,651	\$ 20,047	\$ 20,451	\$ 20,863	\$ 21,283	\$ 236,739
\$ 5,205	\$ 5,310	\$ 5,417	\$ 5,526	\$ 5,637	\$ 5,751	\$ 5,867	\$ 5,985	\$ 6,106	\$ 6,229	\$ 69,283
\$ 9,421	\$ 9,611	\$ 9,805	\$ 10,003	\$ 10,204	\$ 10,410	\$ 10,620	\$ 10,834	\$ 11,052	\$ 11,275	\$ 125,409
\$ 1,990	\$ 2,030	\$ 2,071	\$ 2,112	\$ 2,155	\$ 2,198	\$ 2,243	\$ 2,288	\$ 2,334	\$ 2,381	\$ 26,484
<b>\$ 136,139</b>	<b>\$ 138,884</b>	<b>\$ 141,685</b>	<b>\$ 144,541</b>	<b>\$ 147,455</b>	<b>\$ 150,427</b>	<b>\$ 153,458</b>	<b>\$ 156,550</b>	<b>\$ 159,703</b>	<b>\$ 162,920</b>	<b>\$ 1,812,181</b>
\$ 35,276	\$ 35,987	\$ 36,713	\$ 37,453	\$ 38,208	\$ 38,978	\$ 39,764	\$ 40,565	\$ 41,382	\$ 42,215	\$ 469,568
\$ 754	\$ 769	\$ 785	\$ 801	\$ 817	\$ 833	\$ 850	\$ 867	\$ 885	\$ 903	\$ 10,040
<b>\$ 36,030</b>	<b>\$ 36,757</b>	<b>\$ 37,498</b>	<b>\$ 38,254</b>	<b>\$ 39,025</b>	<b>\$ 39,812</b>	<b>\$ 40,614</b>	<b>\$ 41,432</b>	<b>\$ 42,267</b>	<b>\$ 43,118</b>	<b>\$ 479,608</b>
\$ 174,622	\$ 178,143	\$ 181,735	\$ 185,399	\$ 189,136	\$ 192,948	\$ 196,836	\$ 200,802	\$ 204,847	\$ 208,973	<b>\$ 2,324,436</b>



**Tax Increment Financing Capture**  
 TDN Capture - Portage Schools  
**Pavilion Investors, LLC**  
 11-06-301-010 and 11-06-151-021  
 Pavilion Township, MI  
 February 2025

Estimated Taxable Value (TV) Increase Rate: 2.00%

Plan Year	1	2	3	4	5	6	7	8	9	10
Calendar Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
*Base Taxable Value	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491
Estimated New TV	\$ 54,561	\$ 55,652	\$ 56,765	\$ 57,900	\$ 59,058	\$ 60,240	\$ 61,444	\$ 670,973	\$ 1,292,693	\$ 1,318,547
Incremental Difference (New TV - Base TV)	\$ 1,070	\$ 2,161	\$ 3,274	\$ 4,409	\$ 5,567	\$ 6,749	\$ 7,953	\$ 617,482	\$ 1,239,202	\$ 1,265,056

School Capture	Millage Rate	1	2	3	4	5	6	7	8	9	10
State Education Tax (SET)	6.0000	\$ 6	\$ 13	\$ 20	\$ 26	\$ 33	\$ 40	\$ 48	\$ 3,705	\$ 7,435	\$ 7,590
School Operating Tax	17.8437	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>School Total</b>	<b>23.8437</b>	<b>\$ 6</b>	<b>\$ 13</b>	<b>\$ 20</b>	<b>\$ 26</b>	<b>\$ 33</b>	<b>\$ 40</b>	<b>\$ 48</b>	<b>\$ 3,705</b>	<b>\$ 7,435</b>	<b>\$ 7,590</b>

Local Capture	Millage Rate	1	2	3	4	5	6	7	8	9	10
County Operating	4.6202	\$ 5	\$ 10	\$ 15	\$ 20	\$ 26	\$ 31	\$ 37	\$ 2,853	\$ 5,725	\$ 5,845
County Public Safety	1.4344	\$ 2	\$ 3	\$ 5	\$ 6	\$ 8	\$ 10	\$ 11	\$ 886	\$ 1,778	\$ 1,815
County Housing	0.7434	\$ 1	\$ 2	\$ 2	\$ 3	\$ 4	\$ 5	\$ 6	\$ 459	\$ 921	\$ 940
County Seniors	0.3462	\$ 0	\$ 1	\$ 1	\$ 2	\$ 2	\$ 2	\$ 3	\$ 214	\$ 429	\$ 438
Sinking Fund	0.9958	\$ 1	\$ 2	\$ 3	\$ 4	\$ 6	\$ 7	\$ 8	\$ 615	\$ 1,234	\$ 1,260
County 911	0.6442	\$ 1	\$ 1	\$ 2	\$ 3	\$ 4	\$ 4	\$ 5	\$ 398	\$ 798	\$ 815
County Veterans Fund	0.0997	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1	\$ 1	\$ 1	\$ 62	\$ 124	\$ 126
KRESA ISD	6.9785	\$ 7	\$ 15	\$ 23	\$ 31	\$ 39	\$ 47	\$ 56	\$ 4,309	\$ 8,648	\$ 8,828
KVCC College	2.7729	\$ 3	\$ 6	\$ 9	\$ 12	\$ 15	\$ 19	\$ 22	\$ 1,712	\$ 3,436	\$ 3,508
Township Operating	0.8115	\$ 1	\$ 2	\$ 3	\$ 4	\$ 5	\$ 5	\$ 6	\$ 501	\$ 1,006	\$ 1,027
Pavilion Fire	1.4689	\$ 2	\$ 3	\$ 5	\$ 6	\$ 8	\$ 10	\$ 12	\$ 907	\$ 1,820	\$ 1,858
County Transportation	0.3102	\$ 0	\$ 1	\$ 1	\$ 1	\$ 2	\$ 2	\$ 2	\$ 192	\$ 384	\$ 392
<b>21.2259</b>		<b>\$ 23</b>	<b>\$ 46</b>	<b>\$ 69</b>	<b>\$ 94</b>	<b>\$ 118</b>	<b>\$ 143</b>	<b>\$ 169</b>	<b>\$ 13,107</b>	<b>\$ 26,303</b>	<b>\$ 26,852</b>

Non-Capturable Millages	Millage Rate	1	2	3	4	5	6	7	8	9	10
Comstock Debt	5.5000	\$ 6	\$ 12	\$ 18	\$ 24	\$ 31	\$ 37	\$ 44	\$ 3,396	\$ 6,816	\$ 6,958
County Juvenile	0.1176	\$ 0	\$ 0	\$ 0	\$ 1	\$ 1	\$ 1	\$ 1	\$ 73	\$ 146	\$ 149
<b>Total Non-Capturable Taxes</b>	<b>5.6176</b>	<b>\$ 6</b>	<b>\$ 12</b>	<b>\$ 18</b>	<b>\$ 25</b>	<b>\$ 31</b>	<b>\$ 38</b>	<b>\$ 45</b>	<b>\$ 3,469</b>	<b>\$ 6,961</b>	<b>\$ 7,107</b>
	50.6872										

**Total Tax Increment Revenue (TIR) Available for Capture** \$ 29 \$ 59 \$ 89 \$ 120 \$ 152 \$ 184 \$ 217 \$ 16,812 \$ 33,738 \$ 34,442

Footnotes:	
Average Home taxable Value	\$ 152,075
Percentage of Homestead units	100%

New Units Constructed 0 0 0 0 0 0 0 0 4 4 0



**Tax Increment Financing Capture**  
 TDN Capture - Portage Schools  
**Pavilion Investors, LLC**  
 11-06-301-010 and 11-06-151-021  
 Pavilion Township, MI  
 February 2025

11	12	13	14	15	16	17	18	19	20	TOTAL
2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	
\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ -
\$ 1,344,917	\$ 1,371,816	\$ 1,399,252	\$ 1,427,237	\$ 1,455,782	\$ 1,484,898	\$ 1,514,596	\$ 1,544,887	\$ 1,575,785	\$ 1,607,301	\$ -
\$ 1,291,426	\$ 1,318,325	\$ 1,345,761	\$ 1,373,746	\$ 1,402,291	\$ 1,431,407	\$ 1,461,105	\$ 1,491,396	\$ 1,522,294	\$ 1,553,810	\$ -
\$ 7,749	\$ 7,910	\$ 8,075	\$ 8,242	\$ 8,414	\$ 8,588	\$ 8,767	\$ 8,948	\$ 9,134	\$ 9,323	\$ 104,067
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 7,749	\$ 7,910	\$ 8,075	\$ 8,242	\$ 8,414	\$ 8,588	\$ 8,767	\$ 8,948	\$ 9,134	\$ 9,323	\$ 104,067
\$ 5,967	\$ 6,091	\$ 6,218	\$ 6,347	\$ 6,479	\$ 6,613	\$ 6,751	\$ 6,891	\$ 7,033	\$ 7,179	\$ 80,135
\$ 1,852	\$ 1,891	\$ 1,930	\$ 1,971	\$ 2,011	\$ 2,053	\$ 2,096	\$ 2,139	\$ 2,184	\$ 2,229	\$ 24,879
\$ 960	\$ 980	\$ 1,000	\$ 1,021	\$ 1,042	\$ 1,064	\$ 1,086	\$ 1,109	\$ 1,132	\$ 1,155	\$ 12,894
\$ 447	\$ 456	\$ 466	\$ 476	\$ 485	\$ 496	\$ 506	\$ 516	\$ 527	\$ 538	\$ 6,005
\$ 1,286	\$ 1,313	\$ 1,340	\$ 1,368	\$ 1,396	\$ 1,425	\$ 1,455	\$ 1,485	\$ 1,516	\$ 1,547	\$ 17,272
\$ 832	\$ 849	\$ 867	\$ 885	\$ 903	\$ 922	\$ 941	\$ 961	\$ 981	\$ 1,001	\$ 11,173
\$ 129	\$ 131	\$ 134	\$ 137	\$ 140	\$ 143	\$ 146	\$ 149	\$ 152	\$ 155	\$ 1,729
\$ 9,012	\$ 9,200	\$ 9,391	\$ 9,587	\$ 9,786	\$ 9,989	\$ 10,196	\$ 10,408	\$ 10,623	\$ 10,843	\$ 121,038
\$ 3,581	\$ 3,656	\$ 3,732	\$ 3,809	\$ 3,888	\$ 3,969	\$ 4,051	\$ 4,135	\$ 4,221	\$ 4,309	\$ 48,095
\$ 1,048	\$ 1,070	\$ 1,092	\$ 1,115	\$ 1,138	\$ 1,162	\$ 1,186	\$ 1,210	\$ 1,235	\$ 1,261	\$ 14,075
\$ 1,897	\$ 1,936	\$ 1,977	\$ 2,018	\$ 2,060	\$ 2,103	\$ 2,146	\$ 2,191	\$ 2,236	\$ 2,282	\$ 25,477
\$ 401	\$ 409	\$ 417	\$ 426	\$ 435	\$ 444	\$ 453	\$ 463	\$ 472	\$ 482	\$ 5,380
\$ 27,412	\$ 27,983	\$ 28,565	\$ 29,159	\$ 29,765	\$ 30,383	\$ 31,013	\$ 31,656	\$ 32,312	\$ 32,981	\$ 368,152
\$ 7,103	\$ 7,251	\$ 7,402	\$ 7,556	\$ 7,713	\$ 7,873	\$ 8,036	\$ 8,203	\$ 8,373	\$ 8,546	\$ 95,395
\$ 152	\$ 155	\$ 158	\$ 162	\$ 165	\$ 168	\$ 172	\$ 175	\$ 179	\$ 183	\$ 2,040
\$ 7,255	\$ 7,406	\$ 7,560	\$ 7,717	\$ 7,878	\$ 8,041	\$ 8,208	\$ 8,378	\$ 8,552	\$ 8,729	\$ 97,434
\$ 35,160	\$ 35,893	\$ 36,640	\$ 37,401	\$ 38,179	\$ 38,971	\$ 39,780	\$ 40,605	\$ 41,446	\$ 42,304	\$ 472,219



**Tax Increment Financing Capture**  
 TDN Capture - Comstock Schools  
**Pavilion Investors, LLC**  
 11-06-301-010 and 11-06-151-021  
 Pavilion Township, MI  
 February 2025

Estimated Taxable Value (TV) Increase Rate: **2.00%**

Plan Year	1	2	3	4	5	6	7	8	9	10
Calendar Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035
*Base Taxable Value	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491
Estimated New TV	\$ 54,561	\$ 55,652	\$ 56,765	\$ 57,900	\$ 59,058	\$ 60,240	\$ 61,444	\$ 62,673	\$ 63,933	\$ 65,222
Incremental Difference (New TV - Base TV)	\$ 1,070	\$ 2,161	\$ 3,274	\$ 4,409	\$ 5,567	\$ 6,749	\$ 7,953	\$ 9,182	\$ 10,442	\$ 11,731

School Capture	Millage Rate	1	2	3	4	5	6	7	8	9	10
State Education Tax (SET)	6.0000	\$ 6	\$ 13	\$ 20	\$ 26	\$ 33	\$ 40	\$ 48	\$ 3,705	\$ 7,435	\$ 7,590
School Operating Tax	17.8437	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

School Capture	Millage Rate	1	2	3	4	5	6	7	8	9	10
State Education Tax (SET)	6.0000	\$ 6	\$ 13	\$ 20	\$ 26	\$ 33	\$ 40	\$ 48	\$ 3,705	\$ 7,435	\$ 7,590
School Operating Tax	17.8437	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>School Total</b>	<b>23.8437</b>	<b>\$ 6</b>	<b>\$ 13</b>	<b>\$ 20</b>	<b>\$ 26</b>	<b>\$ 33</b>	<b>\$ 40</b>	<b>\$ 48</b>	<b>\$ 3,705</b>	<b>\$ 7,435</b>	<b>\$ 7,590</b>

Local Capture	Millage Rate	1	2	3	4	5	6	7	8	9	10
County Operating	4.6202	\$ 5	\$ 10	\$ 15	\$ 20	\$ 26	\$ 31	\$ 37	\$ 2,853	\$ 5,725	\$ 5,845
County Public Safety	1.4344	\$ 2	\$ 3	\$ 5	\$ 6	\$ 8	\$ 10	\$ 11	\$ 886	\$ 1,778	\$ 1,815
County Housing	0.7434	\$ 1	\$ 2	\$ 2	\$ 3	\$ 4	\$ 5	\$ 6	\$ 459	\$ 921	\$ 940
County Seniors	0.3462	\$ 0	\$ 1	\$ 1	\$ 2	\$ 2	\$ 2	\$ 3	\$ 214	\$ 429	\$ 438
Sinking Fund	0.9958	\$ 1	\$ 2	\$ 3	\$ 4	\$ 6	\$ 7	\$ 8	\$ 615	\$ 1,234	\$ 1,260
County 911	0.6442	\$ 1	\$ 1	\$ 2	\$ 3	\$ 4	\$ 4	\$ 5	\$ 398	\$ 798	\$ 815
County Veterans Fund	0.0997	\$ 0	\$ 0	\$ 0	\$ 0	\$ 1	\$ 1	\$ 1	\$ 62	\$ 124	\$ 126
KRESA ISD	6.9785	\$ 7	\$ 15	\$ 23	\$ 31	\$ 39	\$ 47	\$ 56	\$ 4,309	\$ 8,648	\$ 8,828
KVCC College	2.7729	\$ 3	\$ 6	\$ 9	\$ 12	\$ 15	\$ 19	\$ 22	\$ 1,712	\$ 3,436	\$ 3,508
Township Operating	0.8115	\$ 1	\$ 2	\$ 3	\$ 4	\$ 5	\$ 5	\$ 6	\$ 501	\$ 1,006	\$ 1,027
Pavilion Fire	1.4689	\$ 2	\$ 3	\$ 5	\$ 6	\$ 8	\$ 10	\$ 12	\$ 907	\$ 1,820	\$ 1,858
County Transportation	0.3102	\$ 0	\$ 1	\$ 1	\$ 1	\$ 2	\$ 2	\$ 2	\$ 192	\$ 384	\$ 392
<b>Total</b>	<b>21.2259</b>	<b>\$ 23</b>	<b>\$ 46</b>	<b>\$ 69</b>	<b>\$ 94</b>	<b>\$ 118</b>	<b>\$ 143</b>	<b>\$ 169</b>	<b>\$ 13,107</b>	<b>\$ 26,303</b>	<b>\$ 26,852</b>

Non-Capturable Millages	Millage Rate	1	2	3	4	5	6	7	8	9	10
Comstock Debt	5.5000	\$ 6	\$ 12	\$ 18	\$ 24	\$ 31	\$ 37	\$ 44	\$ 3,396	\$ 6,816	\$ 6,958
County Juvenile	0.1176	\$ 0	\$ 0	\$ 0	\$ 1	\$ 1	\$ 1	\$ 1	\$ 73	\$ 146	\$ 149
<b>Total Non-Capturable Taxes</b>	<b>5.6176</b>	<b>\$ 6</b>	<b>\$ 12</b>	<b>\$ 18</b>	<b>\$ 25</b>	<b>\$ 31</b>	<b>\$ 38</b>	<b>\$ 45</b>	<b>\$ 3,469</b>	<b>\$ 6,961</b>	<b>\$ 7,107</b>

50.6872											
<b>Total Tax Increment Revenue (TIR) Available for Capture</b>	<b>\$ 29</b>	<b>\$ 59</b>	<b>\$ 89</b>	<b>\$ 120</b>	<b>\$ 152</b>	<b>\$ 184</b>	<b>\$ 217</b>	<b>\$ 16,812</b>	<b>\$ 33,738</b>	<b>\$ 34,442</b>	

Footnotes:

Average Home taxable Value      \$      152,075



**Tax Increment Financing Capture**  
 TDN Capture - Comstock Schools  
*Pavilion Investors, LLC*  
 11-06-301-010 and 11-06-151-021  
 Pavilion Township, MI  
 February 2025

11	12	13	14	15	16	17	18	19	20	TOTAL
2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	
\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ 53,491	\$ -
\$ 1,344,917	\$ 1,371,816	\$ 1,399,252	\$ 1,427,237	\$ 1,455,782	\$ 1,484,898	\$ 1,514,596	\$ 1,544,887	\$ 1,575,785	\$ 1,607,301	\$ -
\$ 1,291,426	\$ 1,318,325	\$ 1,345,761	\$ 1,373,746	\$ 1,402,291	\$ 1,431,407	\$ 1,461,105	\$ 1,491,396	\$ 1,522,294	\$ 1,553,810	\$ -
\$ 7,749	\$ 7,910	\$ 8,075	\$ 8,242	\$ 8,414	\$ 8,588	\$ 8,767	\$ 8,948	\$ 9,134	\$ 9,323	\$ 104,067
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 7,749	\$ 7,910	\$ 8,075	\$ 8,242	\$ 8,414	\$ 8,588	\$ 8,767	\$ 8,948	\$ 9,134	\$ 9,323	\$ 104,067
\$ 5,967	\$ 6,091	\$ 6,218	\$ 6,347	\$ 6,479	\$ 6,613	\$ 6,751	\$ 6,891	\$ 7,033	\$ 7,179	\$ 80,135
\$ 1,852	\$ 1,891	\$ 1,930	\$ 1,971	\$ 2,011	\$ 2,053	\$ 2,096	\$ 2,139	\$ 2,184	\$ 2,229	\$ 24,879
\$ 960	\$ 980	\$ 1,000	\$ 1,021	\$ 1,042	\$ 1,064	\$ 1,086	\$ 1,109	\$ 1,132	\$ 1,155	\$ 12,894
\$ 447	\$ 456	\$ 466	\$ 476	\$ 485	\$ 496	\$ 506	\$ 516	\$ 527	\$ 538	\$ 6,005
\$ 1,286	\$ 1,313	\$ 1,340	\$ 1,368	\$ 1,396	\$ 1,425	\$ 1,455	\$ 1,485	\$ 1,516	\$ 1,547	\$ 17,272
\$ 832	\$ 849	\$ 867	\$ 885	\$ 903	\$ 922	\$ 941	\$ 961	\$ 981	\$ 1,001	\$ 11,173
\$ 129	\$ 131	\$ 134	\$ 137	\$ 140	\$ 143	\$ 146	\$ 149	\$ 152	\$ 155	\$ 1,729
\$ 9,012	\$ 9,200	\$ 9,391	\$ 9,587	\$ 9,786	\$ 9,989	\$ 10,196	\$ 10,408	\$ 10,623	\$ 10,843	\$ 121,038
\$ 3,581	\$ 3,656	\$ 3,732	\$ 3,809	\$ 3,888	\$ 3,969	\$ 4,051	\$ 4,135	\$ 4,221	\$ 4,309	\$ 48,095
\$ 1,048	\$ 1,070	\$ 1,092	\$ 1,115	\$ 1,138	\$ 1,162	\$ 1,186	\$ 1,210	\$ 1,235	\$ 1,261	\$ 14,075
\$ 1,897	\$ 1,936	\$ 1,977	\$ 2,018	\$ 2,060	\$ 2,103	\$ 2,146	\$ 2,191	\$ 2,236	\$ 2,282	\$ 25,477
\$ 401	\$ 409	\$ 417	\$ 426	\$ 435	\$ 444	\$ 453	\$ 463	\$ 472	\$ 482	\$ 5,380
\$ 27,412	\$ 27,983	\$ 28,565	\$ 29,159	\$ 29,765	\$ 30,383	\$ 31,013	\$ 31,656	\$ 32,312	\$ 32,981	\$ 368,152
\$ 7,749	\$ 7,910	\$ 8,075	\$ 8,242	\$ 8,414	\$ 8,588	\$ 8,767	\$ 8,948	\$ 9,134	\$ 9,323	\$ 104,067
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 7,749	\$ 7,910	\$ 8,075	\$ 8,242	\$ 8,414	\$ 8,588	\$ 8,767	\$ 8,948	\$ 9,134	\$ 9,323	\$ 104,067
\$ 5,967	\$ 6,091	\$ 6,218	\$ 6,347	\$ 6,479	\$ 6,613	\$ 6,751	\$ 6,891	\$ 7,033	\$ 7,179	\$ 80,135
\$ 1,852	\$ 1,891	\$ 1,930	\$ 1,971	\$ 2,011	\$ 2,053	\$ 2,096	\$ 2,139	\$ 2,184	\$ 2,229	\$ 24,879
\$ 960	\$ 980	\$ 1,000	\$ 1,021	\$ 1,042	\$ 1,064	\$ 1,086	\$ 1,109	\$ 1,132	\$ 1,155	\$ 12,894
\$ 447	\$ 456	\$ 466	\$ 476	\$ 485	\$ 496	\$ 506	\$ 516	\$ 527	\$ 538	\$ 6,005
\$ 1,286	\$ 1,313	\$ 1,340	\$ 1,368	\$ 1,396	\$ 1,425	\$ 1,455	\$ 1,485	\$ 1,516	\$ 1,547	\$ 17,272
\$ 832	\$ 849	\$ 867	\$ 885	\$ 903	\$ 922	\$ 941	\$ 961	\$ 981	\$ 1,001	\$ 11,173
\$ 129	\$ 131	\$ 134	\$ 137	\$ 140	\$ 143	\$ 146	\$ 149	\$ 152	\$ 155	\$ 1,729
\$ 9,012	\$ 9,200	\$ 9,391	\$ 9,587	\$ 9,786	\$ 9,989	\$ 10,196	\$ 10,408	\$ 10,623	\$ 10,843	\$ 121,038
\$ 3,581	\$ 3,656	\$ 3,732	\$ 3,809	\$ 3,888	\$ 3,969	\$ 4,051	\$ 4,135	\$ 4,221	\$ 4,309	\$ 48,095



**Tax Increment Financing Capture**  
 Summary Capture - All  
**Pavilion Investors, LLC**  
 11-06-301-010 and 11-06-151-021  
 Pavilion Township, MI  
 February 2025

Estimated Taxable Value (TV) Increase Rate: **2.00%**

Plan Year	1	2	3	4	5	6	7	8	9	10	11
Calendar Year	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
*Base Taxable Value	\$ 444,013	\$ 444,013	\$ 444,013	\$ 444,013	\$ 444,013	\$ 444,013	\$ 444,013	\$ 444,013	\$ 444,013	\$ 444,013	\$ 444,013
Estimated New TV	\$ 5,978,377	\$ 11,626,744	\$ 17,388,079	\$ 23,264,641	\$ 29,258,733	\$ 35,372,708	\$ 41,608,962	\$ 47,361,641	\$ 52,598,574	\$ 53,650,546	\$ 54,723,557
Incremental Difference (New TV - Base TV)	\$ 5,534,364	\$ 11,182,731	\$ 16,944,066	\$ 22,820,628	\$ 28,814,720	\$ 34,928,695	\$ 41,164,949	\$ 46,917,628	\$ 52,154,561	\$ 53,206,533	\$ 54,279,544

School Capture	Millage Rate	1	2	3	4	5	6	7	8	9	10	11
State Education Tax (SET)	6.0000	\$ 33,206	\$ 67,096	\$ 101,664	\$ 136,924	\$ 172,888	\$ 209,572	\$ 246,990	\$ 281,506	\$ 312,927	\$ 319,239	\$ 325,677
School Operating Tax (Portage)	17.5695	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
School Operating Tax (Comstock)	17.8437	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>School Total</b>	<b>23.5695</b>	<b>\$ 33,206</b>	<b>\$ 67,096</b>	<b>\$ 101,664</b>	<b>\$ 136,924</b>	<b>\$ 172,888</b>	<b>\$ 209,572</b>	<b>\$ 246,990</b>	<b>\$ 281,506</b>	<b>\$ 312,927</b>	<b>\$ 319,239</b>	<b>\$ 325,677</b>

Local Capture	Millage Rate	1	2	3	4	5	6	7	8	9	10	11
County Operating	4.6202	\$ 25,570	\$ 51,666	\$ 78,285	\$ 105,436	\$ 133,130	\$ 161,378	\$ 190,190	\$ 216,769	\$ 240,965	\$ 245,825	\$ 250,782
County Public Safety	1.4344	\$ 7,938	\$ 16,041	\$ 24,305	\$ 32,734	\$ 41,332	\$ 50,102	\$ 59,047	\$ 67,299	\$ 74,811	\$ 76,319	\$ 77,859
County Housing	0.7434	\$ 4,114	\$ 8,313	\$ 12,596	\$ 16,965	\$ 21,421	\$ 25,966	\$ 30,602	\$ 34,879	\$ 38,772	\$ 39,554	\$ 40,351
County Seniors	0.3462	\$ 1,916	\$ 3,871	\$ 5,866	\$ 7,901	\$ 9,976	\$ 12,092	\$ 14,251	\$ 16,243	\$ 18,056	\$ 18,420	\$ 18,792
Portage Sinking (Portage Only)	0.4983	\$ 2,757	\$ 5,571	\$ 8,441	\$ 11,368	\$ 14,353	\$ 17,399	\$ 20,505	\$ 21,764	\$ 22,300	\$ 22,750	\$ 23,208
Comstock Sinking (Comstock Only)	0.9958	\$ 1	\$ 3	\$ 5	\$ 8	\$ 10	\$ 12	\$ 15	\$ 3,227	\$ 7,371	\$ 7,520	\$ 7,673
County 911	0.6442	\$ 3,565	\$ 7,204	\$ 10,915	\$ 14,701	\$ 18,562	\$ 22,501	\$ 26,518	\$ 30,224	\$ 33,598	\$ 34,276	\$ 34,967
County Veterans Fund	0.0997	\$ 552	\$ 1,115	\$ 1,689	\$ 2,275	\$ 2,873	\$ 3,482	\$ 4,104	\$ 4,678	\$ 5,200	\$ 5,305	\$ 5,412
KRESA ISD	6.9785	\$ 38,622	\$ 78,039	\$ 118,244	\$ 159,254	\$ 201,084	\$ 243,750	\$ 287,270	\$ 327,415	\$ 363,961	\$ 371,302	\$ 378,790
KVCC College	2.7729	\$ 15,346	\$ 31,009	\$ 46,984	\$ 63,279	\$ 79,900	\$ 96,854	\$ 114,146	\$ 130,098	\$ 144,619	\$ 147,536	\$ 150,512
Township Operating	0.8115	\$ 4,491	\$ 9,075	\$ 13,750	\$ 18,519	\$ 23,383	\$ 28,345	\$ 33,405	\$ 38,074	\$ 42,323	\$ 43,177	\$ 44,048
Pavilion Fire	1.4689	\$ 8,129	\$ 16,426	\$ 24,889	\$ 33,521	\$ 42,326	\$ 51,307	\$ 60,467	\$ 68,917	\$ 76,610	\$ 78,155	\$ 79,731
Portage Library (Portage Only)	1.9922	\$ 11,023	\$ 22,272	\$ 33,745	\$ 45,448	\$ 57,385	\$ 69,560	\$ 81,980	\$ 87,014	\$ 89,156	\$ 90,953	\$ 92,785
County Transportation	0.3102	\$ 1,717	\$ 3,469	\$ 5,256	\$ 7,079	\$ 8,938	\$ 10,835	\$ 12,769	\$ 14,554	\$ 16,178	\$ 16,505	\$ 16,838
<b>23.7164</b>	<b>\$ 125,742</b>	<b>\$ 254,074</b>	<b>\$ 384,971</b>	<b>\$ 518,487</b>	<b>\$ 654,673</b>	<b>\$ 793,582</b>	<b>\$ 935,270</b>	<b>\$ 1,061,153</b>	<b>\$ 1,173,919</b>	<b>\$ 1,197,596</b>	<b>\$ 1,221,747</b>	

Non-Capturable Millages	Millage Rate	1	2	3	4	5	6	7	8	9	10	11
Portage Debt (Portage Only)	6.8500	\$ 651	\$ 1,315	\$ 1,992	\$ 2,683	\$ 3,387	\$ 4,106	\$ 4,839	\$ 5,136	\$ 5,263	\$ 5,369	\$ 5,477
Comstock Debt (Comstock Only)	5.5000	\$ 6	\$ 18	\$ 30	\$ 42	\$ 55	\$ 68	\$ 81	\$ 17,821	\$ 40,710	\$ 41,536	\$ 42,379
County Juvenile	0.1176	\$ 38,554	\$ 77,895	\$ 118,022	\$ 158,952	\$ 200,701	\$ 243,285	\$ 286,720	\$ 304,708	\$ 312,689	\$ 318,990	\$ 325,417
<b>Total Non-Capturable Taxes</b>	<b>12.4676</b>	<b>\$ 39,211</b>	<b>\$ 79,227</b>	<b>\$ 120,044</b>	<b>\$ 161,677</b>	<b>\$ 204,143</b>	<b>\$ 247,459</b>	<b>\$ 291,640</b>	<b>\$ 327,665</b>	<b>\$ 358,662</b>	<b>\$ 365,896</b>	<b>\$ 373,273</b>
	59.7535											

**Total Tax Increment Revenue (TIR) Available for Capture** \$ 158,949 \$ 321,170 \$ 486,636 \$ 655,411 \$ 827,561 \$ 1,003,155 \$ 1,182,260 \$ 1,342,659 \$ 1,486,847 \$ 1,516,835 \$ 1,547,424

Footnotes:

SUM Single Fam Built	18	18	18	18	18	18	18	18	18	16	0	160
SUM Townhome Built	6	6	6	6	6	6	6	6	6	3	0	51
SUM TDN Built	8	8	8	8	8	8	8	8	4	4	0	64
<b>SUM All Units</b>	<b>32</b>	<b>32</b>	<b>32</b>	<b>32</b>	<b>32</b>	<b>32</b>	<b>32</b>	<b>32</b>	<b>28</b>	<b>23</b>	<b>0</b>	<b>275</b>



**Tax Increment Financing Capture**  
 Summary Capture - All  
**Pavilion Investors, LLC**  
 11-06-301-010 and 11-06-151-021  
 Pavilion Township, MI  
 February 2025

12	13	14	15	16	17	18	19	20	TOTAL
2037	2038	2039	2040	2041	2042	2043	2044	2045	
\$ 444,013	\$ 444,013	\$ 444,013	\$ 444,013	\$ 444,013	\$ 444,013	\$ 444,013	\$ 444,013	\$ 444,013	
\$ 55,818,028	\$ 56,934,388	\$ 58,073,076	\$ 59,234,538	\$ 60,419,228	\$ 61,627,613	\$ 62,860,165	\$ 64,117,369	\$ 65,399,716	\$ -
\$ 444,013	\$ 444,013	\$ 444,013	\$ 444,013	\$ 444,013	\$ 444,013	\$ 444,013	\$ 444,013	\$ 444,013	
\$ 55,818,028	\$ 56,934,388	\$ 58,073,076	\$ 59,234,538	\$ 60,419,228	\$ 61,627,613	\$ 62,860,165	\$ 64,117,369	\$ 65,399,716	\$ -
\$ 55,374,015	\$ 56,490,375	\$ 57,629,063	\$ 58,790,525	\$ 59,975,215	\$ 61,183,600	\$ 62,416,152	\$ 63,673,356	\$ 64,955,703	\$ -
<hr/>									
\$ 332,244	\$ 338,942	\$ 345,774	\$ 352,743	\$ 359,851	\$ 367,102	\$ 374,497	\$ 382,040	\$ 389,734	\$ 5,450,619
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 332,244	\$ 338,942	\$ 345,774	\$ 352,743	\$ 359,851	\$ 367,102	\$ 374,497	\$ 382,040	\$ 389,734	\$ 5,450,619
<hr/>									
\$ 255,839	\$ 260,997	\$ 266,258	\$ 271,624	\$ 277,097	\$ 282,680	\$ 288,375	\$ 294,184	\$ 300,108	\$ 4,197,158
\$ 79,428	\$ 81,030	\$ 82,663	\$ 84,329	\$ 86,028	\$ 87,762	\$ 89,530	\$ 91,333	\$ 93,172	\$ 1,303,061
\$ 41,165	\$ 41,995	\$ 42,841	\$ 43,705	\$ 44,586	\$ 45,484	\$ 46,400	\$ 47,335	\$ 48,288	\$ 675,332
\$ 19,170	\$ 19,557	\$ 19,951	\$ 20,353	\$ 20,763	\$ 21,182	\$ 21,608	\$ 22,044	\$ 22,488	\$ 314,501
\$ 23,675	\$ 24,152	\$ 24,639	\$ 25,135	\$ 25,641	\$ 26,157	\$ 26,684	\$ 27,221	\$ 27,768	\$ 401,488
\$ 7,828	\$ 7,987	\$ 8,149	\$ 8,314	\$ 8,483	\$ 8,654	\$ 8,830	\$ 9,008	\$ 9,191	\$ 102,289
\$ 35,672	\$ 36,391	\$ 37,125	\$ 37,873	\$ 38,636	\$ 39,414	\$ 40,208	\$ 41,018	\$ 41,844	\$ 585,215
\$ 5,521	\$ 5,632	\$ 5,746	\$ 5,861	\$ 5,980	\$ 6,100	\$ 6,223	\$ 6,348	\$ 6,476	\$ 90,571
\$ 386,428	\$ 394,218	\$ 402,164	\$ 410,270	\$ 418,537	\$ 426,970	\$ 435,571	\$ 444,345	\$ 453,293	\$ 6,339,524
\$ 153,547	\$ 156,642	\$ 159,800	\$ 163,020	\$ 166,305	\$ 169,656	\$ 173,074	\$ 176,560	\$ 180,116	\$ 2,519,003
\$ 44,936	\$ 45,842	\$ 46,766	\$ 47,709	\$ 48,670	\$ 49,650	\$ 50,651	\$ 51,671	\$ 52,712	\$ 737,196
\$ 81,339	\$ 82,979	\$ 84,651	\$ 86,357	\$ 88,098	\$ 89,873	\$ 91,683	\$ 93,530	\$ 95,413	\$ 1,334,402
\$ 94,654	\$ 96,561	\$ 98,506	\$ 100,489	\$ 102,512	\$ 104,576	\$ 106,681	\$ 108,828	\$ 111,018	\$ 1,605,147
\$ 17,177	\$ 17,523	\$ 17,877	\$ 18,237	\$ 18,604	\$ 18,979	\$ 19,361	\$ 19,751	\$ 20,149	\$ 281,797
\$ 1,246,380	\$ 1,271,506	\$ 1,297,135	\$ 1,323,276	\$ 1,349,941	\$ 1,377,138	\$ 1,404,879	\$ 1,433,175	\$ 1,462,037	\$ 20,486,684
<hr/>									
\$ 5,587	\$ 5,700	\$ 5,815	\$ 5,932	\$ 6,051	\$ 6,173	\$ 6,297	\$ 6,424	\$ 6,553	\$ 94,752
\$ 43,238	\$ 44,115	\$ 45,009	\$ 45,921	\$ 46,851	\$ 47,800	\$ 48,767	\$ 49,755	\$ 50,761	\$ 564,962
\$ 331,973	\$ 338,660	\$ 345,480	\$ 352,437	\$ 359,533	\$ 366,771	\$ 374,153	\$ 381,683	\$ 389,364	\$ 5,625,987
\$ 380,798	\$ 388,474	\$ 396,303	\$ 404,289	\$ 412,435	\$ 420,743	\$ 429,218	\$ 437,862	\$ 446,679	\$ 6,285,701
<hr/>									
\$ 1,578,624	\$ 1,610,449	\$ 1,642,910	\$ 1,676,020	\$ 1,709,792	\$ 1,744,239	\$ 1,779,376	\$ 1,815,216	\$ 1,851,772	\$ 25,937,303



## **Table 3**

### **Reimbursement Schedule**



**Tax Capture Reimbursement Allocation Schedule**  
**Pavilion Investors, LLC**  
 11-06-301-010 and 11-06-151-021  
 Pavilion Township, MI  
 February 2025

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	9.6%	\$ 1,788,697		\$ 1,788,697
Local	90.4%	\$ 12,113,563		\$ 12,113,563
<b>TOTAL</b>		<b>\$ 13,902,260</b>		<b>\$ 13,902,260</b>

Estimated Total Years of Plan: 20
--------------------------------------

Estimated Capt  
Administrative  
State Brownfie  
Local Brownfie

	Plan Year	1	2	3	4	5	6	7	8	9	10	11
		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036
Total State Incremental Revenue		\$ 33,206	\$ 67,096	\$ 101,664	\$ 136,924	\$ 172,888	\$ 209,572	\$ 246,990	\$ 281,506	\$ 312,927	\$ 319,239	\$ 325,677
State Brownfield Redevelopment Fund (50% of SET)		\$ (16,603)	\$ (33,548)	\$ (50,832)	\$ (68,462)	\$ (86,444)	\$ (104,786)	\$ (123,495)	\$ (140,753)	\$ (156,464)	\$ (159,620)	\$ (162,839)
<b>State TIR Available for Reimbursement</b>		<b>\$ 16,603</b>	<b>\$ 33,548</b>	<b>\$ 50,832</b>	<b>\$ 68,462</b>	<b>\$ 86,444</b>	<b>\$ 104,786</b>	<b>\$ 123,495</b>	<b>\$ 140,753</b>	<b>\$ 156,464</b>	<b>\$ 159,620</b>	<b>\$ 162,839</b>
Total Local Incremental Revenue		\$ 125,742	\$ 254,074	\$ 384,971	\$ 518,487	\$ 654,673	\$ 793,582	\$ 935,270	\$ 1,061,153	\$ 1,173,919	\$ 1,197,596	\$ 1,221,747
BRA Administrative Fee (10%)		\$ (12,574)	\$ (25,407)	\$ (38,497)	\$ (51,849)	\$ (65,467)	\$ (79,358)	\$ (93,527)	\$ (106,115)	\$ (117,392)	\$ (119,760)	\$ (122,175)
<b>Local TIR Available for Reimbursement</b>		<b>\$ 113,168</b>	<b>\$ 228,666</b>	<b>\$ 346,474</b>	<b>\$ 466,638</b>	<b>\$ 589,206</b>	<b>\$ 714,224</b>	<b>\$ 841,743</b>	<b>\$ 955,038</b>	<b>\$ 1,056,527</b>	<b>\$ 1,077,837</b>	<b>\$ 1,099,572</b>
<b>Total State &amp; Local TIR Available</b>		<b>\$ 129,771</b>	<b>\$ 262,214</b>	<b>\$ 397,306</b>	<b>\$ 535,100</b>	<b>\$ 675,650</b>	<b>\$ 819,010</b>	<b>\$ 965,238</b>	<b>\$ 1,095,791</b>	<b>\$ 1,212,991</b>	<b>\$ 1,237,456</b>	<b>\$ 1,262,411</b>

DEVELOPER	Beginning Balance											
<b>DEVELOPER Eligible Activity Balance</b>	<b>\$ 31,679,605</b>	<b>\$ 31,897,972</b>	<b>\$ 31,983,896</b>	<b>\$ 31,934,727</b>	<b>\$ 31,747,766</b>	<b>\$ 31,420,254</b>	<b>\$ 30,949,382</b>	<b>\$ 30,332,282</b>	<b>\$ 29,541,112</b>	<b>\$ 28,578,345</b>	<b>\$ 27,340,889</b>	<b>\$ 26,078,478</b>

100.0%												
Developer Reimbursement	\$ 20,696,641	\$ 348,138	\$ 348,138	\$ 348,138	\$ 348,138	\$ 348,138	\$ 348,138	\$ 348,138	\$ 348,138	\$ 304,621	\$ 250,224	\$ -
State Tax Reimbursement		\$ 16,600	\$ 33,541	\$ 50,821	\$ 68,447	\$ 86,426	\$ 104,764	\$ 123,469	\$ 140,723	\$ 156,431	\$ 159,586	\$ 162,804
Local Tax Reimbursement		\$ 113,144	\$ 228,618	\$ 346,401	\$ 466,540	\$ 589,081	\$ 714,074	\$ 841,566	\$ 954,837	\$ 1,056,304	\$ 1,077,609	\$ 1,099,340
<b>Total Developer Reimbursement Balance</b>	<b>\$ 20,915,035</b>	<b>\$ 21,001,014</b>	<b>\$ 20,951,930</b>	<b>\$ 20,765,081</b>	<b>\$ 20,437,712</b>	<b>\$ 19,967,012</b>	<b>\$ 19,350,116</b>	<b>\$ 18,559,177</b>	<b>\$ 17,596,666</b>	<b>\$ 16,359,471</b>	<b>\$ 15,097,327</b>	
0.0%												
EGLE Reimbursement	\$ 5,000	\$ -										
State Tax Reimbursement		\$ 4	\$ 7	\$ 11	\$ 14	\$ 18	\$ 22	\$ 26	\$ 30	\$ 33	\$ 34	\$ 34
Local Tax Reimbursement		\$ 24	\$ 48	\$ 73	\$ 98	\$ 124	\$ 151	\$ 178	\$ 202	\$ 223	\$ 227	\$ 232
<b>Total Developer Reimbursement Balance</b>	<b>\$ 4,973</b>	<b>\$ 4,917</b>	<b>\$ 4,833</b>	<b>\$ 4,721</b>	<b>\$ 4,578</b>	<b>\$ 4,405</b>	<b>\$ 4,201</b>	<b>\$ 3,970</b>	<b>\$ 3,714</b>	<b>\$ 3,453</b>	<b>\$ 3,187</b>	
<b>Total Annual Developer Reimbursement</b>	<b>\$ 129,771</b>	<b>\$ 262,214</b>	<b>\$ 397,306</b>	<b>\$ 535,100</b>	<b>\$ 675,650</b>	<b>\$ 819,010</b>	<b>\$ 965,238</b>	<b>\$ 1,095,791</b>	<b>\$ 1,212,991</b>	<b>\$ 1,237,456</b>	<b>\$ 1,262,411</b>	

**LOCAL BROWNFIELD REVOLVING FUND**

LBRF Deposits *												
State Tax Capture	\$ -											
Local Tax Capture	\$ -											
<b>Total LBRF Capture</b>												

\* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Footnotes:



**Tax Capture Reimbursement Allocation Schedule**  
**Pavilion Investors, LLC**  
 11-06-301-010 and 11-06-151-021  
 Pavilion Township, MI  
 February 2025

ture	\$ 24,423,930
Fees	\$ 2,048,668
ld Redevelopment Fund	\$ 1,968,623
ld Revolving Fund	\$ 6,324,831

12	13	14	15	16	17	18	19	20	TOTAL
2037	2038	2039	2040	2041	2042	2043	2044	2045	
\$ 332,244	\$ 338,942	\$ 345,774	\$ 352,743	\$ 359,851					\$ 3,937,246
\$ (166,122)	\$ (169,471)	\$ (172,887)	\$ (176,372)	\$ (179,926)					\$ (1,968,623)
\$ 166,122	\$ 169,471	\$ 172,887	\$ 176,372	\$ 179,926	\$ -	\$ -	\$ -	\$ -	\$ 1,968,623
\$ 1,246,380	\$ 1,271,506	\$ 1,297,135	\$ 1,323,276	\$ 1,349,941	\$ 1,377,138	\$ 1,404,879	\$ 1,433,175	\$ 1,462,037	\$ 20,486,684
\$ (124,638)	\$ (127,151)	\$ (129,714)	\$ (132,328)	\$ (134,994)	\$ (137,714)	\$ (140,488)	\$ (143,318)	\$ (146,204)	\$ (2,048,668)
\$ 1,121,742	\$ 1,144,356	\$ 1,167,422	\$ 1,190,949	\$ 1,214,946	\$ 1,239,424	\$ 1,264,391	\$ 1,289,858	\$ 1,315,834	\$ 18,438,016
\$ 1,287,864	\$ 1,313,827	\$ 1,340,309	\$ 1,367,320	\$ 1,394,872	\$ 1,239,424	\$ 1,264,391	\$ 1,289,858	\$ 1,315,834	
\$ 24,790,614	\$ 23,476,787	\$ 22,136,478	\$ 20,769,157	\$ 20,769,157	\$ 20,769,157	\$ 20,769,157	\$ 20,769,157	\$ 20,769,157	
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,688,453
\$ 166,087	\$ 169,435	\$ 172,851	\$ 176,334						\$ 1,788,320
\$ 1,121,506	\$ 1,144,114	\$ 1,167,175	\$ 1,190,697						\$ 12,111,006
\$ 13,809,734	\$ 12,496,185	\$ 11,156,159	\$ 9,789,127	\$ 9,789,127	\$ 9,789,127	\$ 9,789,127	\$ 9,789,127	\$ 9,789,127	\$ 13,899,326
									\$ 5,000
\$ 35	\$ 36	\$ 36	\$ 37						\$ 377
\$ 237	\$ 241	\$ 246	\$ 251						\$ 2,556
\$ 2,915	\$ 2,638	\$ 2,355	\$ 2,066	\$ 2,066	\$ 2,066	\$ 2,066	\$ 2,066	\$ 2,066	\$ 2,934
\$ 1,287,864	\$ 1,313,827	\$ 1,340,309	\$ 1,367,320	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 13,902,260
				\$ 377					\$ 377
			\$ 1,214,946	\$ 1,239,424	\$ 1,264,391	\$ 1,289,858	\$ 1,315,834		\$ 6,324,453
			\$ -	\$ 1,215,324	\$ 1,239,424	\$ 1,264,391	\$ 1,289,858	\$ 1,315,834	\$ 6,324,831

# **Attachment A**

## **Brownfield Plan Resolutions**

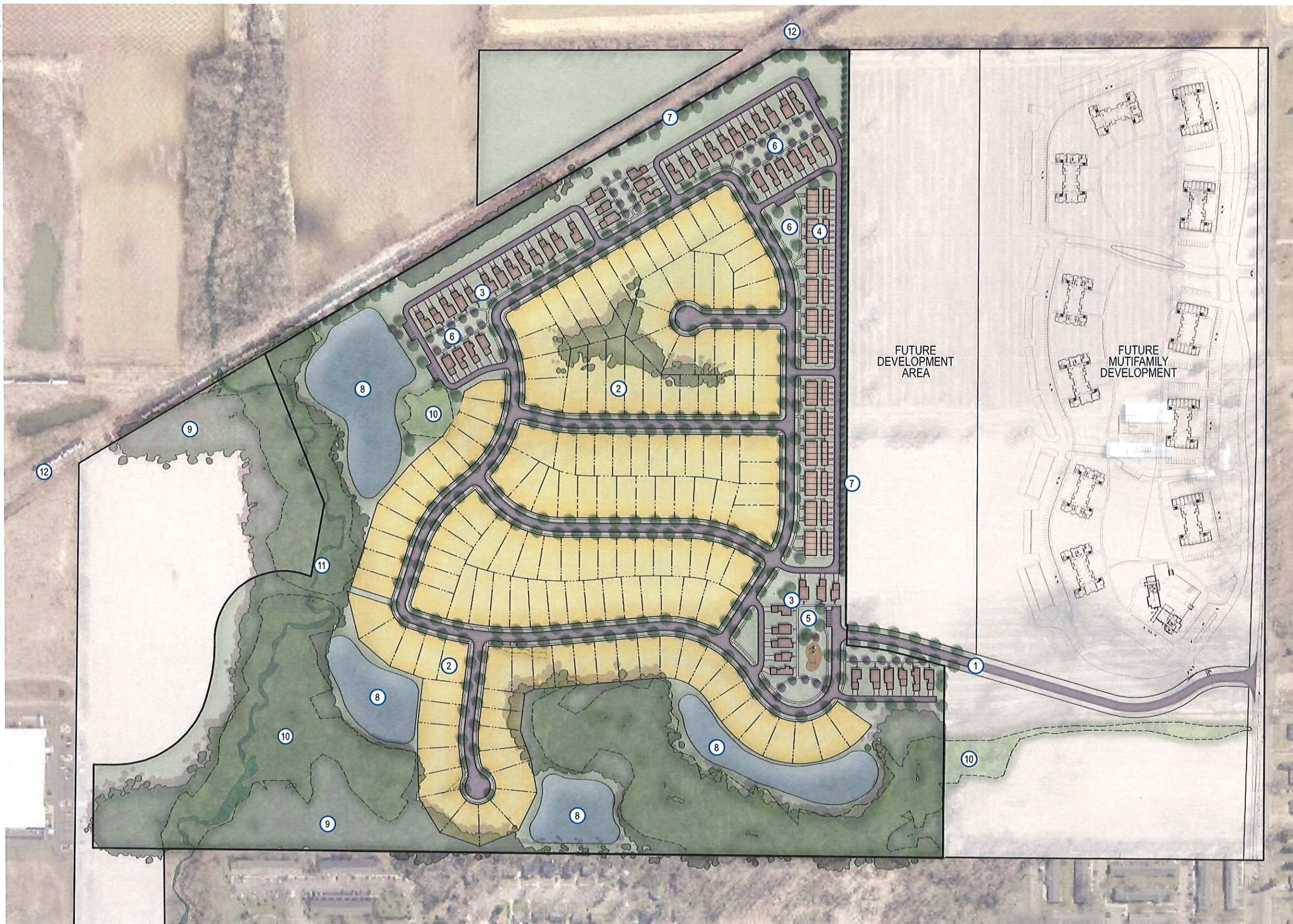
# **Attachment B**

## **Reimbursement Agreement**

# **Attachment C**

## **Site Plan**

24400052-2024-0215-Remediation\_02/15/2024\_3.4.51.pdf



### LEGEND

- 1 SITE ENTRANCE/CONNECTION TO NEIGHBORING RESIDENTIAL DEVELOPMENT
- 2 SINGLE FAMILY LOT TYP.
- 3 DETACHED SINGLE FAMILY HOME TYP. (VARIOUS STYLES)
- 4 4-UNIT TOWNHOME TYP.
- 5 COMMUNITY OPEN SPACE WITH PLAYGROUND
- 6 OPEN SPACE COURTYARD
- 7 LANDSCAPE SCREENING
- 8 STORMWATER MANAGEMENT AREA
- 9 EXISTING VEGETATION TO REMAIN
- 10 EXISTING WETLAND
- 11 EXISTING STREAM
- 12 EXISTING RAILWAY

### NOTES

Site Location:	5235, 5283 E O Avenue, and Other Parcels Pavilion Township, MI
Site Area	= 115 ac.
Proposed Dwelling Units	= 254 dwellings
Single Family Lots	= 152 lots
Detached S.F. Homes	= 54 dwellings
Townhomes	= 48 dwellings (12 buildings)
Proposed Density	= 2.2 units per acre

# **Attachment D**

## **Housing Study**



An excerpt of the W.E. Upjohn Institute Kalamazoo County Housing Plan dated July 2022 is included in this Plan, which includes the Introduction, Executive Summary, and Methodology. The complete Kalamazoo County Housing Plan can be found here:

[https://www.kalcounty.com/housing/pdf\\_files/Kalamazoo%20County%20Housing%20Plan%20final%208.15.22.pdf](https://www.kalcounty.com/housing/pdf_files/Kalamazoo%20County%20Housing%20Plan%20final%208.15.22.pdf)

# Kalamazoo County Housing Plan

July 2022

Report prepared by W.E. Upjohn Institute and the Southcentral Michigan Planning Council  
for the Kalamazoo County Board of Commissioners



Lee Adams, Gerrit Anderson, Dakota McCracken, Emily Petz, Brian Pittelko

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1

# Introduction

# Introduction

## Creating This Plan

The Upjohn Institute was asked by the Kalamazoo County Board of Commissioners to complete a housing plan for Kalamazoo County. This plan includes a housing needs assessment, market demands, results from the county-wide housing survey, goals and objectives, and strategies to move forward. Community and committee engagement helped guide the direction and focus.

## Executive Summary

A healthy housing continuum provides homes for those in a range of incomes or in different life situations. Kalamazoo County has a shortage of housing units at multiple price points. Low rates of construction, high construction costs, increased demand from a growing population, and housing costs that are increasing faster than wages have contributed to the shortage and affordability issues. Fortunately, many strategies are available to help alleviate some of the housing concerns found in the county. These strategies are most effective when community partners band together and implement them as a cohesive unit.

The housing concerns in Kalamazoo County are not small. Rising costs have put most moderate- and low-income earners into situations where they are paying more in rent or ownership costs than what is financially sustainable. This increases the chances for displacement, especially for those with fixed incomes, such as seniors, individuals with disabilities, or people trying to rebuild after homelessness. There are over 15,000 overburdened renting households in Kalamazoo County. Of those households, 13,000 have annual gross incomes below \$35,000; that level of income only allows for monthly housing expenses to be at or below \$875. These numbers are further discussed on page 67.

Housing situations exist on a continuum from homelessness to securely affording a market-rate home. An example of this housing continuum is shown on the next page. A healthy housing market has options for any situation. People can move throughout the continuum as needs change in their lives. Kalamazoo County needs additional housing units in all types and price points, but there is a greater need for homes that are consistently affordable for those making moderate to low incomes. The addition of income-qualified units could provide sustained housing at price points that allow occupants to achieve financial stability and potentially move to a more secure form of housing.

**Affordability** is defined by a household paying 30% or less of their total gross annual income on housing. This is an inclusive definition is used for market-rate or subsidized housing. Conversely, income-qualified units are intended only for low- and moderate-income households.

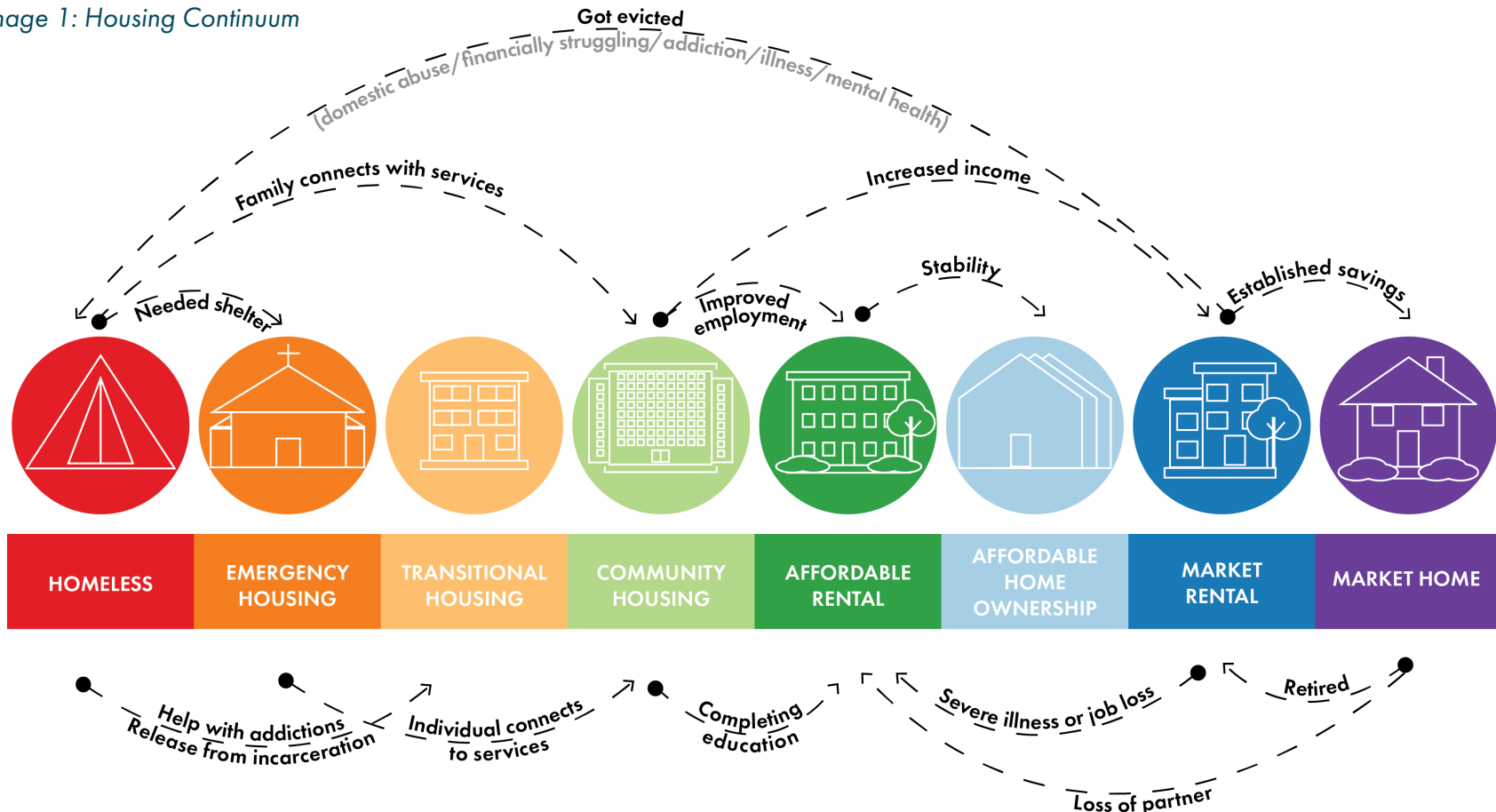
# Introduction

## Housing Continuum

The housing continuum demonstrates the range of housing types in which individuals may live during their lifetimes. A healthy housing market has options for any stage. Individuals can move in any direction at any point in their lives. A healthy community has

options along this continuum in order to allow residents to not only stay in their community through each stage, but, more importantly, to thrive through economic stability.

Image 1: Housing Continuum



These are a few examples of how people might move within the housing continuum.

Source: Housing Continuum Image Courtesy of United Way of Halifax (Canada)

# Introduction

## Partners

No single group or solution will solve the housing crisis in Kalamazoo County. As such, many individuals and organizations were asked to contribute to the creation of this housing plan, including municipal leaders, realtors, developers, employers, nonprofit agencies, and residents. A Steering Committee was created to provide critical direction and innovative ideas to the planning process, which in turn guided the goals and objectives of this plan. Stakeholder input on these strategies is vital, as their knowledge of local conditions and politics helps determine which are likely to succeed. Several public meetings were held to collect feedback on preliminary results, and survey responses were collected from around 3,000 county residents. The participation showed the level of concern and passion people have for housing solutions in Kalamazoo County.

The housing plan was made possible by the financial contributions from Kalamazoo County Board of Commissioners, Local Initiatives Support Corporation (LISC), the city of Portage, Kalamazoo County Continuum of Care, and an anonymous donor. Additional support was contributed by Oshtemo Township and volunteers at shelters and nonprofits to help distribute the unhoused survey. These shelters and nonprofits included the Disability Network, Cope/Kalamazoo Homeless Coalition, Ministry with Community, Open Doors, Kalamazoo Gospel Mission, Recovery Institute, South County Community Services, Vine Neighborhood, YWCA, Integrated Services of Kalamazoo, and Housing Resources Inc. We are very grateful for the collaboration and partnerships that were created throughout this process.





# Introduction

## Housing Assessment

This plan uses a number of indicators to assess the condition of the housing continuum. The indicators examined include the current and projected population, the existing housing stock, and the needs and desires of the current population. Population indicators are needed to understand the current and future demand for housing in the county. An examination of the existing housing stock is needed in order to grasp what problems currently exist and which housing types are needed going forward. Assessing the needs and desires of the existing population helps guide decision-making around how resources are utilized to provide the greatest benefit to county residents.

The population of Kalamazoo County has increased over the past few years and is expected to increase through 2030. The rate of growth in the county exceeded that of the state; likewise, Kalamazoo County has a higher proportion of those aged 18–24 than the state. This population increase has led to a higher number of households as well. Unfortunately, the number of housing units produced since the Great Recession did not keep pace with the population growth. This underproduction of housing has caused housing shortages and price increases, which in turn have caused more households to pay more than 30% of their income toward housing expenses. This phenomenon was not experienced equally across all parts of the county with both urban and rural areas (Northside Neighborhood and Prairie Ronde and Pavilion Townships, respectively) seeing higher than average levels of overburdened renters.

Many homes in Kalamazoo County have issues that require repairs. This is exacerbated by the fact that much of the housing

stock is older than 50 years. There are also multiple historic districts requiring specific standards for updates, adding cost or complication for owners, many who have low to moderate incomes. Those who responded to the housing survey stated that structural issues, mold, electrical, pests, and lead were the top concerns with their house or apartment; structural issues were the most frequent concern. Residents are also concerned about poor insulation and leaky windows, which was brought up regularly by survey respondents in different questions. Addressing the immediate and long-term issues with existing homes may, in some cases, cost more than the value of the house; this often leads to delays in addressing these concerns and impacts the quality of housing throughout the county.

The top four housing concerns of those responding to the survey were affordable housing for low income, unhoused, and vulnerable families; supportive services (mental health, financial literacy, etc.); and more units; followed closely by more transitional or temporary housing for those currently unhoused. Addressing all of these priorities would add options to the housing continuum for the most vulnerable and overburdened populations in the county. It is also important to note that survey respondents were from all income levels and from all parts of the county.

The survey results show many people preferring to live in more rural parts of the county. This corresponds with the amenities individuals look for when buying a new home. The top seven included safety, cost, features of the dwelling, location, proximity to work, sense of community, and connection to nature through trails and parks. Many of these needs can be met in different urban and rural settings by increasing access to nature through connected trails and improving public transportation.

# Introduction

## Supply and Demand

Over 15,000 households are in homes that do not meet their budget, while others are in types of housing they do not prefer. Meanwhile, the population in the county is growing, and housing construction is not keeping pace; it is anticipated that 7,750 new units are needed to appropriately house the new households forming or looking to locate in the county. These two factors have created housing shortages in several segments of the housing market. Therefore, higher rates of construction are essential to address both the current pent-up demand as well as the future demand. Local leaders will need to implement various strategies to enable and incentivize that increase in the supply of housing.

## Unhoused

Forty percent of the respondents to the unhoused survey identified as Black, while just over 10% of the county's population does, calling attention to racial equity concerns. Feedback from community meetings and survey responses focused on concern about the impact of longstanding institutionalized racism, which is preventing individuals from generating wealth. This further establishes that the impacts of race-based lending practices, redlining, and fair housing issues with renting remain an issue despite recent attention.

Over one-third (38.5%) of the unhoused individuals surveyed indicated that children under the age of 16 are part of their household. Respondents listed the top reason (42.4%) they moved to Kalamazoo County as family connections, and the least frequently cited (less than 4%) was for the emergency shelters in the county.

Prior to becoming unhoused, half of the individuals surveyed rented their homes, some of which included renting individual rooms. Another quarter stayed with friends or relatives. Half of the individuals surveyed considered where they lived before becoming unhoused as unaffordable. To further that point, the respondents also chose the price of rent being too high as the top factor contributing to their unhoused condition.

The survey also asked what additional programs or supports individuals needed to become rehoused. The greatest number of respondents marked rental financial assistance as a need, followed by pre-rental programs to improve the likelihood of landlord acceptance of their applications.

# Introduction

## Vision

Create an equitable, sustainable, and inclusive community that offers quality, healthy, safe, decent, and affordable homes for all.

## Mission

Improve residents' quality of life and sense of belonging, invigorate neighborhoods, and improve the economic future of our residents. Housing and other service providers will collaborate to leverage resources and build healthy residential communities throughout the county while promoting an atmosphere of pride, sustainability, and responsibility.

## The Charge

To provide quality, affordable, accessible, and sustainable housing. To transform the lives of those who face affordable housing challenges by providing support through education and opportunity.

# Introduction

## Core Values

**Professionalism:** (Excellence, Financial Integrity, Accountability) To ensure financial integrity and be good stewards of our community's investment. To achieve excellence in programs, services, and products.

**Transparency:** To be transparent throughout all steps of the millage implementation.

**Equity:** To dismantle systemic racism and commit to work toward an equitable and inclusive future for all residents.

**Respect:** To communicate in ways that promote open dialogue and respect. To respond to people with integrity, dignity, compassion, and fairness.

**Collaboration:** To build strong partnerships and demonstrate a collaborative spirit. To enhance our community by advocating for creative and equitable solutions to housing issues across all systems and services.

**Innovation:** To foster innovative and creative solutions that develop diverse county-wide housing solutions

## Goals

1. Increase Rental Opportunities
2. Ensure Housing Supply Is Built to Meet Demand
3. Remove Barriers to Acquiring and Keeping Homes
4. Rehab Existing Housing Stock
5. Embrace Housing as a Workforce Development Strategy
6. Increase and Coordinate Supportive Services
7. Advocate for Housing for All

# Methodology

## Housed Survey Methodology

The intent of this survey was to document the housing characteristics and preferences of housed residents of Kalamazoo County. Survey questions were focused on demand for specific housing types, location preferences, clarifying housing challenges, getting feedback on housing priorities, and determining how different demographic groups are impacted by the housing crises. Information gathered from this survey was used to inform content in the Kalamazoo County Housing Plan.

The target population for the survey was housed residents living in Kalamazoo County. For the purposes of this survey, all adults living in the household were asked to respond. As of 2020, Kalamazoo County has a population of 264,322, American Community Survey 5 year estimates. There are 207,218, individuals aged 18 and over residing in Kalamazoo County as of 2020, American Community Survey 5 year estimates. Additionally, there are 104,278 occupied housing units as of 2020, [Kalamazoo County Continuum of Care Annual Report](#).

A sample of residential addresses was obtained from the Kalamazoo County government. Because the county government utilizes the address list for emergency services, apartment units are not specified. This lack of information was accounted for by identifying multifamily residents in the address list and verifying the number of units at the address from voting records. Addresses to be mailed survey prompts were randomly selected from the augmented list. Moreover, the survey was also shared on social

media by cities, townships, villages, neighborhood groups, and nonprofits throughout Kalamazoo County.

The survey instrument was implemented via Survey Monkey on March 1, 2022, and concluded on May 22, 2022. A total of 35,500 survey prompts were mailed to homes in Kalamazoo County. Resource limitations led to the selection of a multifaceted approach to advertising the survey among housed residents of Kalamazoo County. Moreover, this approach would attempt to account for the errors that could occur from administering a survey prompts only via a mailer.

From the 35,500 survey prompts that were mailed, 3,000 responses were received. Of the total population, the survey received a response rate of 1.4%. As the survey results were not a random sample of the county, the responses were weighted to reflect county demographics. The responses were more concentrated in homeowners and white individuals than the county's population. For example, according to the U.S. Census American Community Survey, about 35% of households are renters. In the survey responses, about 15% were renters. Iterative proportional fitting (raking) was used to weight the results by both renters or owners, and race/ethnicity. Reweighting the survey responses brought the results closer to a representative sample of the county and helped reduce the possibility of response bias.

# Methodology

## Unhoused Survey Methodology

The intent of this survey was to document the housing characteristics and preferences of unhoused residents of Kalamazoo County. Survey questions focused on the impacts of programs and services, needs that are not being met, clarifying past and present housing challenges, getting feedback on housing priorities, and determining how different demographic groups are impacted by the housing crises. Information gathered from this survey was used to inform content in the Kalamazoo County Housing Plan.

The target population for the survey was unhoused residents living in Kalamazoo County. For the purposes of this survey, unhoused individuals were self-identified. As of 2020, Kalamazoo County had a population of 264,322, according to the American Community Survey 5 year estimates. At least 2,112 individuals experienced homelessness in Kalamazoo County in 2020, [Kalamazoo County Continuum of Care Annual Report](#). The unhoused survey received 169 responses.

The Continuum of Care worked with multiple different organizations to reach those who are experiencing homelessness. The target population was category one: literal homeless. This is defined as an individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning: (i) Has a primary nighttime residence that is a public or private place not meant for human habitation; (ii) Is living in a publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by

charitable organizations or by federal, state, and local government programs); or (iii) Is exiting an institution where (s)he has resided for 90 days or less and who resided in an emergency shelter or place not meant for human habitation immediately before entering that institution. An individual or family has to meet only one of the above criteria to qualify as literal homeless. Partner organizations volunteered their time and energy to administer the survey through computers, phones, and tablets. The organizations serve or work with those who are unhoused in different capacities, including street outreach, case management, shelters, and transitional housing. These organizations included the Disability Network, Cope/Kalamazoo Homeless Coalition, Ministry with Community, Open Doors, Kalamazoo Gospel Mission, Recovery Institute, South County Community Services, Vine Neighborhood, YWCA, Integrated Service of Kalamazoo, and Housing Resources Inc.

The survey instrument was implemented via Survey Monkey on March 20, 2022 and concluded on May 31, 2022. The compensation for unhoused individuals' time to complete the survey was a \$10 gift card.

Of the total unhoused population from the 2020 annual report, the survey received a response rate of 8%.

**MEMORANDUM OF UNDERSTANDING**

**THIS MEMORANDUM OF UNDERSTANDING** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024 by and between Kalamazoo County, a municipal corporation and political subdivision of the State of Michigan (the “County”), and the Kalamazoo County Brownfield Redevelopment Authority (the “KCBRA”).

**WITNESSETH:**

**WHEREAS**, currently the KCBRA does not employ the services of a fulltime Director as authorized by MCL 125.2656 (1) (“Director”);

**WHEREAS**, the work that is normally done by a Director is currently being performed by the County full-time position of Brownfield Redevelopment Administrator, with the KCBRA reimbursing the County from Tax Increment Financing (TIF), as allowed by law;

**WHEREAS**, the KCBRA has the authority pursuant to MCL 125.2656 (1) to employ and fix the compensation for the Director;

**WHEREAS**, the KCBRA has the need for and the ability to fund a fulltime director but does not have the ability to supervise the day-to-day activities of said Director;

**NOW, THEREFORE**, for and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** by and between the parties as follows:

1. **SCOPE OF WORK**. The County shall provide the services of the Brownfield Redevelopment Administrator to fulfill the duties of the Director (and shall be referred to as Director in this Agreement). The Director is responsible for managing all KCBRA projects and finances, staffing KCBRA meetings along with all other essential functions of the position as described in the Brownfield Redevelopment Administrator Job Description attached to this Agreement, labeled Exhibit A, which is incorporated by reference.

2. **FUNDING RESPONSIBILITIES**. The KCBRA shall fund 100% of this position from TIF funds, including the cost of any and all employment benefits provided in County policies, income taxes, payroll taxes, and contributions. In the event funds are not allocated or available this Agreement will be deemed terminated without further notice. The Director will remain a County employee and shall be entitled to the same employment benefits as other similarly situated County employees.

3. **ACCOUNTABILITY AND SUPERVISION; REPLACEMENT**.

- a. The County is responsible for the following:
- a. Selecting the proposed Director using its customary hiring practices. Member(s) of the KCBRA will be part of the interview team, and the KCBRA may make a recommendation to the County.
  - b. Supervising the day-to-day activities of the Director.

- c. Reassignment of job duties as it deems necessary, which could include terminating the services or employment of the Director.
- d. Assigning additional responsibilities to the Director on a time-available basis, which may not be related to the KCBRA. The County is responsible for the cost of work not related to the KCBRA.
- e. Paying and providing employment benefits to the Director

b. The KCBRA is responsible for the following:

- a. Paying the entire cost of employment of the Director.
- b. Providing feedback to the County regarding the performance of the Director, which may include performance evaluation(s).
- c. Providing written notice to the County if it does not intend to continue the services of the Director.
- d. Providing goals and objectives to the Director.

4. **COMPENSATION.** Subject to the funding provided for in Section 2 above, the County will be responsible for the payment of all wages, employment benefits, taxes, and contributions with respect to Director, from the appropriate accounts dedicated to brownfield funding per the Uniform Chart of Accounts. The County shall prepare and provide expenditure and receipt reports if requested.

5. **TERM.** The term of this Agreement shall commence on \_\_\_\_\_, 2024 and will continue through \_\_\_\_\_. This Agreement may be terminated with or without cause by either party upon ninety (90) days written notice. If terminated for any reason, the KCBRA will remain responsible for the cost of the Director during the ninety (90) day notice period.

6. **NONDISCRIMINATION.** The parties, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, marital status, gender identity, political affiliation or beliefs. The parties shall adhere to all applicable federal, state and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the Elliott-Larsen Civil Rights Act, 1975 PA 453 amended; the Persons with Disabilities Civil Rights Act, 1976 PA 220 as amended; Section 504 of the Federal Rehabilitation Act of 1973 as amended, P.L. 93-112, 87 Stat 355 as amended, the Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327 (42 USCA § 12101 et seq), as amended, and regulations promulgated thereunder. Breach of this section shall be regarded as a material breach of the Agreement.

7. **NOTICES.** Any notice required to be given pursuant to the terms and provisions of this Agreement shall be in writing and will be sent by first class mail or email to the County Administrator, and to the Chair of the KCBRA.

8. **WAIVERS.** No failure or delay on the part of the parties to this Agreement in exercising any right, power, or privilege shall operate as a waiver nor shall a single or partial exercise of any right, power, or privilege preclude any other further exercise of any other rights, power, or privilege.



9. **MODIFICATION OF AGREEMENT.** Modifications, amendments, or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties.

10. **DISREGARDING TITLES.** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.

11. **COMPLETE AGREEMENT.** This Agreement and any additional or supplemental documents incorporated by specific reference contains all the terms and conditions agreed by the parties, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof, shall have any validity or bind any party.

12. **NON-BENEFICIARY CONTRACT.** This Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the parties hereto. The Director shall have no rights to enforce this Agreement.

13. **INVALID PROVISIONS.** If any clause or provision of this Agreement is rendered invalid or unenforceable because of any state or federal statute or regulation or ruling by any tribunal of competent jurisdiction, that clause or provision shall be null and void, any such invalidity or unenforceability shall not affect the validity or enforceability of the remainder of this Agreement. Where the deletion of the invalid or unenforceable clause or provision would result in the illegality and/or unenforceability of this Agreement, this Agreement shall be considered to have terminated as of the date in which the provision was rendered invalid or unenforceable.

14. **CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT.** The persons signing this Agreement on behalf of the parties certify by their signatures that they are duly authorized to sign this Agreement on behalf of said parties and that this Agreement has been authorized by said parties.

**IN WITNESS WHEREOF,** the authorized representatives of the parties have signed this instrument on the day and year first above written.

**KALAMAZOO COUNTY:**

\_\_\_\_\_  
, Chairperson  
Kalamazoo County Board of Commissioners

\_\_\_\_\_  
Date

**KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY:**

\_\_\_\_\_  
, Chairperson  
Kalamazoo County Brownfield Redevelopment Authority

\_\_\_\_\_  
Date

APPROVED AS TO FORM FOR COUNTY OF KALAMAZOO:  
COHL, STOKER & TOSKEY, P.C.  
By:  
On:

February 19, 2025  
Project No. 221755

Macy Rose Walters, MPA  
Brownfield Redevelopment Administrator, Planning & Development Department  
Kalamazoo County  
201 W Kalamazoo Ave  
Kalamazoo MI 49007

### **Request for Reimbursement**

#### **Midlink Business Park – Schupan & Sons, Inc., 5200 East Cork Street, Kalamazoo, Michigan**

By my signature below, I certify that the expenses described in this Request for Reimbursement for the above-referenced property represent eligible expenses under the Brownfield Redevelopment Financing Act (1996 PA 381), as amended, and that the activities have been performed on the eligible property.

All activities described in the reimbursement request have been completed as described in the Midlink Business Park Brownfield Plan Amendment #4 adopted by the Kalamazoo County Board of Commissioners on November 21, 2023. The Schupan & Sons, Inc. (Schupan) portion of the project involved redeveloping two vacant parcels within the Midlink Business Park into a 103,000-square-foot warehouse/light manufacturing building.

In March 2023 – April 2024, Schupan funded the completion of public infrastructure and site preparation activities. The total amount of eligible activities completed is \$1,389,500. The amount eligible for reimbursement is limited by the Third Amendment to the Brownfield Development and Reimbursement Agreement for the Midlink Business Park Redevelopment to \$1,272,239. A description of the work activities completed is shown in the enclosed table. An application and certification for payment for the eligible activities detailing the work completed is provided. Proof of payment for the application and certification for payment is also enclosed, including lien waivers from subcontractors and a notarized AIA document. Consistent with the Amended Brownfield Plan and Amended Development and Reimbursement Agreement, Fishbeck recommends approval of \$1,272,239 for reimbursement.

Reimbursements should be forwarded to: Green Aluminum, LLC  
3400 Covington Road  
Kalamazoo, Michigan 49001  
Attn: Gary Curtis

If you have any questions or require additional information, please contact me at 269.544.6966 or [lmulholland@fishbeck.com](mailto:lmulholland@fishbeck.com).

Sincerely,



**Logan Mulholland**  
Brownfield Project Analyst

# Appendix 1

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PROJECT TITLE: Midlink Business Park - Schupan  
 PROJECT ADDRESS: 5631 Park Circle Ct  
 DATE OF BROWNFIELD PLAN: 11/21/2023  
 PREPARED BY: LLM  
 DATE PREPARED: 2/12/2025  
 CONTINGENCY: 15% (not to exceed 15%)



**Brownfield Plan Approved Estimated Costs**

		Category Total	Total
<b>1.00</b>	<b>Baseline Environmental Assessment (BEA) - Statutorily Approved</b>		
1.01	Phase I and II Environmental Site Assessments	\$8,000.00	\$8,000.00
1.02	Baseline Environmental Assessment	\$0.00	\$0.00
1.03	Asbestos, Lead and Mold Surveys	\$0.00	\$0.00
1.04	Pre-Demolition Survey	\$0.00	\$0.00
	<b>Sub-Total</b>	<b>\$8,000.00</b>	<b>\$8,000.00</b>
		<b>\$8,000.00</b>	<b>\$8,000.00</b>
		Category Total	Total
<b>5.00</b>	<b>Public Infrastructure Improvements</b>		
5.01	Streets, roads	\$122,000.00	\$122,000.00
5.02	Sidewalks	\$0.00	\$0.00
5.03	Bike paths	\$0.00	\$0.00
5.04	Bridges	\$0.00	\$0.00
5.05	Lighting	\$0.00	\$0.00
5.06	Signage	\$0.00	\$0.00
5.07	Storm sewers	\$0.00	\$0.00
5.08	Water mains	\$348,964.00	\$348,964.00
5.09	Curb and gutter	\$25,200.00	\$25,200.00
5.10	Sanitary sewer mains	\$42,000.00	\$42,000.00
5.11	Landscaping	\$0.00	\$0.00
5.12	Marinas	\$0.00	\$0.00
5.13	Boardwalks	\$0.00	\$0.00
5.14	Park/Seating areas	\$0.00	\$0.00
5.15	Public rail lines	\$0.00	\$0.00
5.16	Vertical, Underground or Integrated Parking Structure	\$0.00	\$0.00
5.17	Urban Storm Water Management Systems (Traditional)	\$56,000.00	\$56,000.00
5.18	Urban Storm Water Management Systems (Low Impact Design)	\$0.00	\$0.00
5.19	Publicly Owned Utilities	\$0.00	\$0.00
5.20	Transit-Oriented Development or Property	\$0.00	\$0.00
5.21	Soft Costs (Engineering, Design, Survey, Legal, other Professional)	\$10,000.00	\$10,000.00
	<b>Sub-Total</b>	<b>\$604,164.00</b>	<b>\$604,164.00</b>
	Contingency 15%	\$90,625.00	\$90,625.00
		<b>\$694,789.00</b>	<b>\$694,789.00</b>
		Category Total	Total
<b>9.00</b>	<b>Site Preparation</b>		
9.01	Clearing and Grubbing	\$70,000.00	\$70,000.00
9.02	Compaction & Sub-base Preparation	\$0.00	\$0.00
9.03	Cut & Fill Operations	\$365,000.00	\$365,000.00
9.04	Dewatering	\$0.00	\$0.00
9.05	Dredging in Waterways	\$0.00	\$0.00
9.06	Excavation for Unstable Material	\$0.00	\$0.00
9.07	Fill	\$0.00	\$0.00
9.08	Foundation Work to address Special Soil Concerns	\$0.00	\$0.00
9.09	Geotechnical Engineering	\$0.00	\$0.00
9.10	Grading	\$0.00	\$0.00
9.11	Land Balancing	\$0.00	\$0.00
9.12	Relocation of Active Utilities	\$0.00	\$0.00
9.13	Retaining Walls	\$0.00	\$0.00
9.14	Solid Waste Disposal	\$0.00	\$0.00
9.15	Staking	\$8,000.00	\$8,000.00
9.16	Temporary Construction Access and/or Roads	\$0.00	\$0.00
9.17	Temporary Erosion Control	\$15,000.00	\$15,000.00
9.18	Temporary Facility	\$0.00	\$0.00
9.19	Temporary Sheetpiling/Shoring	\$0.00	\$0.00
9.20	Temporary Site Control	\$0.00	\$0.00
9.21	Temporary Traffic Control	\$0.00	\$0.00
9.22	Specific and Unique Activities	\$0.00	\$0.00
9.23	Soft Costs (Engineering, Design, Survey, Legal, other Professional)	\$35,000.00	\$35,000.00
	<b>Sub-Total</b>	<b>\$493,000.00</b>	<b>\$493,000.00</b>
	Contingency 15%	\$73,950.00	\$73,950.00
		<b>\$566,950.00</b>	<b>\$566,950.00</b>
		Category Total	Total
<b>10.00</b>	<b>Development of Brownfield Plan and/or Work Plan</b>		
10.01	Development of Brownfield Plan	\$2,500.00	\$2,500.00
10.02	Development of Act 381 Work Plan	\$0.00	\$0.00
10.03	Work Plan and/or Brownfield Plan Implementation	\$0.00	\$0.00
	<b>Sub-Total</b>	<b>\$2,500.00</b>	<b>\$2,500.00</b>
		<b>\$2,500.00</b>	<b>\$2,500.00</b>
<b>Total Potential Brownfield Plan Eligible Costs</b>			<b>\$1,272,239.00</b>

\*Reimbursement Agreement limits reimbursement to: \$ 1,272,239.00

**Actual Costs Incurred**

Brownfield Plan Category	Date of Invoice	Invoiced Amt	Invoice #	Contractor	Note:	Local Only	Local and School	Proof of Payment
		\$ -						
Brownfield Plan Category	Date of Invoice	Invoiced Amt	Invoice #	Contractor	Note:	Local Only	Local and School	Proof of Payment
5.01	4/30/2024	\$ 70,000.00	AIA #10	James E Fulton and Sons, Inc	Streets, roads	X		Certified AIA, Subcontractor Lien Waivers
5.08	4/30/2024	\$ 348,000.00	AIA #10	James E Fulton and Sons, Inc	Water mains	X		Certified AIA, Subcontractor Lien Waivers
5.09	4/30/2024	\$ 25,000.00	AIA #10	James E Fulton and Sons, Inc	Curb and gutter	X		Certified AIA, Subcontractor Lien Waivers
5.10	4/30/2024	\$ 42,000.00	AIA #10	James E Fulton and Sons, Inc	Sanitary sewer mains	X		Certified AIA, Subcontractor Lien Waivers
5.11	4/30/2024	\$ 9,000.00	AIA #10	James E Fulton and Sons, Inc	Landscaping	X		Certified AIA, Subcontractor Lien Waivers
5.17	4/30/2024	\$ 56,000.00	AIA #10	James E Fulton and Sons, Inc	Storm Water	X		Certified AIA, Subcontractor Lien Waivers
		\$ 550,000.00						
Brownfield Plan Category	Date of Invoice	Invoiced Amt	Invoice #	Contractor	Note:	Local Only	Local and School	Proof of Payment
9.01	4/30/2024	\$ 60,000.00	AIA #10	James E Fulton and Sons, Inc	Clearing and Grubbing	X		Certified AIA, Subcontractor Lien Waivers
9.10	4/30/2024	\$ 410,000.00	AIA #10	James E Fulton and Sons, Inc	Grading/Gravel	X		Certified AIA, Subcontractor Lien Waivers
9.11	4/30/2024	\$ 356,000.00	AIA #10	James E Fulton and Sons, Inc	Land Balancing	X		Certified AIA, Subcontractor Lien Waivers
9.17	4/30/2024	\$ 13,500.00	AIA #10	James E Fulton and Sons, Inc	Temporary Erosion Control	X		Certified AIA, Subcontractor Lien Waivers
		\$ 839,500.00						
Brownfield Plan Category	Date of Invoice	Invoiced Amt	Invoice #	Contractor	Note:	Local Only	Local and School	Proof of Payment
		\$ -						
		\$ 1,272,239.00						\$ 1,389,500.00

**Application and Certificate for Payment**

**To Owner:** Green Aluminum  
3400 Covington Rd  
Kalamazoo, MI 49001

**Project:** Schupan Processing Midlink  
Park Circle Drive  
3400 Covington Rd  
Kalamazoo, MI 49001

**Application No:** 10  
**Invoice No:** 23001.10

**Period To:** 4/30/2024  
**Contract For:** Green Aluminum - Schupan  
**Contract Date:**  
**Project No:** PARK CIRCLE DR

**From Contractor:** James E. Fulton & Sons, Inc.  
2516 Miller Road  
Kalamazoo, MI 49001

**Via Architect:**

**CONTRACTOR'S APPLICATION FOR PAYMENT**

Application is made for payment, as shown below, in connection with the Contract. Continuation Sheet, AIA Document G703, is attached.

- 1) Original Contract Sum ..... 2,355,000.00
- 2) Net change by Change Orders..... 104,189.14
- 3) Contract Sum to Date (Line 1 +/- 2)..... 2,459,189.14
- 4) Completed and Stored to Date (column G on G703)..... 2,444,689.14
- 5) Retainage:
  - a. Completed Work ..... 0
  - b. Stored Material ..... 0
  - Total Retainage (Column I on G703)..... 0.00
- 6) Total Earned less Retainage (Line 4 less Line 5) ..... 2,444,689.14
- 7) Less Previous Certificates for Payment..... 2,399,689.14
- 8) Current Payment Due..... 45,000.00
- 9) Balance to Finish, including Retainage (Line 3 less Line 6) .... 14,500.00

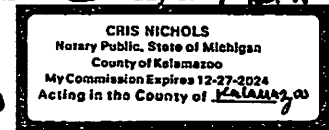
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

**CONTRACTOR:** James E. Fulton & Sons, Inc.

By: [Signature] Date: 4/18/24

State of: Michigan County of: Kalamazoo

Subscribed and sworn to before me this 18 day of April 2024



Notary Public: Cris Nichols  
My Commission expires: 12/27/24

**ARCHITECT'S CERTIFICATE FOR PAYMENT**

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ \_\_\_\_\_  
(Attach explanation if amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified.)

**ARCHITECT:** \_\_\_\_\_  
Date: \_\_\_\_\_

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Approved previous months	129,575.00	25,385.86
Approved this month	0.00	0.00
<b>TOTALS</b>	<b>129,575.00</b>	<b>25,385.86</b>
<b>NET CHANGES by Change Order</b>	<b>104,189.14</b>	

**Continuation Sheet**

**AIA Document G703**

AIA Document G702, Application and Certificate  
For Payment, containing Contractor's signed  
Certification is attached.

Application No: 10  
Application Date: 4/17/2024  
Period To: 4/30/2024  
Architect's Project No: PARK CIRCLE DR

A	B	C	D		E	F	G	H	I
			WORK COMPLETED						
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
01	Mob/Layout/Permits	15,000	15,000	0	0	15,000	100	0	0
02	SESC	15,000	7,500	6,000	0	13,500	90	1,500	0
03	Clearing	60,000	60,000	0	0	60,000	100	0	0
04	Site Balance	356,000	356,000	0	0	356,000	100	0	0
05	Site Sanitary Sewer	37,000	37,000	0	0	37,000	100	0	0
06	Site Water Service	52,000	52,000	0	0	52,000	100	0	0
07	Site Storm Sewer	209,000	209,000	0	0	209,000	100	0	0
08	Site Grading / Gravel	358,000	358,000	0	0	358,000	100	0	0
09	Site Paving	530,000	530,000	0	0	530,000	100	0	0
10	Site Landscaping	120,000	78,000	30,000	0	108,000	90	12,000	0
11	Public Sanitary Sewer	42,000	42,000	0	0	42,000	100	0	0
12	Public Watermain 8" & 16"	348,000	348,000	0	0	348,000	100	0	0
13	Public Storm Sewer	56,000	56,000	0	0	56,000	100	0	0

Site Preparation Eligible Activities  
Public Infrastructure Eligible Activities

**Continuation Sheet**

**AIA Document G703**

AIA Document G702, Application and Certificate  
 For Payment, containing Contractor's signed  
 Certification is attached.

**Application No:** 10  
**Application Date:** 4/17/2024  
**Period To:** 4/30/2024  
**Architect's Project No:** PARK CIRCLE DR

A	B	C	D		E	F	G	H	I
			WORK COMPLETED						
ITEM No.	DESCRIPTION OF WORK	SCHEDULED VALUE	FROM PREVIOUS APPLICATION (D+E)	THIS PERIOD	MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% G/C	BALANCE TO FINISH (C-G)	RETAINAGE
14	Public Grading / Gravel	52,000	52,000	0	0	52,000	100	0	0
15	Public Curb & Gutter	25,000	25,000	0	0	25,000	100	0	0
16	Public Paving	70,000	70,000	0	0	70,000	100	0	0
17	Public Landscaping	10,000	0	9,000	0	9,000	90	1,000	0
CO#1	ChangeOrder#1	129,575	129,575	0	0	129,575	100	0	0
CO#2	ChangeOrder#2	-25,386	-25,386	0	0	-25,386	100	0	0
		<b>2,459,189</b>	<b>2,399,689</b>	<b>45,000</b>	<b>0</b>	<b>2,444,689</b>		<b>14,500</b>	<b>0</b>

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**


Project: Schupan Processing Midlink  
Park Circle Drive  
3400 Covington Rd  
Kalamazoo, MI 49001

On receipt by the undersigned of a check from Green Aluminum in the sum of FORTY FIVE THOUSAND DOLLARS AND NO CENTS (45,000.00) payable to James E. Fulton & Sons, Inc., and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the above referenced project to the following extent.

This release covers a progress payment for all labor, services, equipment and materials furnished to the project site or to Green Aluminum through 4/30/2024 only and does not cover any retention, pending modifications and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

4/18/2024  
(Date)

  
(Signature)

Controller  
(Title)



## SWORN STATEMENT

STATE OF Michigan

)SS

COUNTY OF Kalamazoo

Christina Mode, Controller

being duly sworn, deposes and says:

That he makes this Sworn Statement on behalf of James E. Fulton & Sons, who is a contractor for an improvement to the following described real property situated in Kalamazoo, Michigan and described as follows:

**Green Aluminum  
Park Circle Drive  
3400 Covington Rd  
Kalamazoo, MI 49001**

That the following is a statement of each subcontractor and supplier with whom James E. Fulton & Sons has contracted for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names, as follows, for the period ending 04/30/2024:


Name, address and telephone number of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Previously Paid	Amount Currently Owning	Balance to Complete
James E. Fulton & Sons 2516 Miller Road Kalamazoo, MI 49001 269-385-3311	Labor/Equipment	\$ 1,172,858.85	\$ 1,150,585.65	\$ 10,000.00	\$ 12,273.20
Balleys 1727 Construction Drive Kalamazoo, MI 49048 269-349-1585	Materials	\$ 118,781.38	\$ 118,781.38	\$ -	\$ -
Etna PO Box 772107 Detroit, MI 48277 616-241-2001	Materials	\$ 288,326.82	\$ 288,326.82	\$ -	\$ -
QPI Precast & Supply 7800 Adobe Road Kalamazoo, MI 49009 269-342-0539	Materials	\$ 44,160.41	\$ 44,160.41		\$ 0.00
Aggregate Resources, Inc 1500 River Street Kalamazoo, MI 49048 269-345-5289	Materials	\$ 24,577.81	\$ 24,577.81	\$ -	\$ -
S&T Landscape 3393 South 6th Street Kalamazoo, MI 49009 269-375-0334	Subcontractors	\$ 105,975.00	\$ 68,748.20	\$ 35,000.00	\$ 2,226.80

<b>Lakeland Asphalt</b> 548 Avenue A Battle Creek, MI 49037 269-964-1720	Subcontractors	\$ 529,830.00	\$ 529,830.00	\$ -	\$ -
<b>Remington Concrete</b> 26542 Red Arrow Highway Mattawan, MI 49071 269-868-5944	Subcontractors	\$ 28,410.00	\$ 28,410.00	\$ -	\$ -
<b>MacAllister Cat</b> Dept 78731 PO Box 78000 Detroit, MI 48278-0731 616-530-2233	Rentals	\$ 9,976.28	\$ 9,976.28	\$ -	\$ -
<b>Contractors Rental</b> 600 AIS Dr SW Grand Rapids, MI 49548 616-538-2400	Rentals	\$ 10,398.95	\$ 10,398.95	\$ -	\$ -
<b>Top Grade Aggregates</b> 3407 58th Street Hamilton, MI 49419 269-751-8898	Materials	\$ 92,914.13	\$ 92,914.13	\$ -	\$ -
<b>Pro-Tech Equipment</b> 4837 West Grand Ave Lansing, MI 48906 517-827-3250	Rentals	\$ 5,776.47	\$ 5,776.47	\$ -	\$ -
<b>SITECH Michigan</b> 25000 Novi Rd Novi, MI 48375 248-380-1407	Rentals	\$ 1,298.50	\$ 1,298.50	\$ -	\$ -
<b>Centrie Concrete</b> PO Box 175 Alto, MI 49032 616-262-1235	Subcontractors	\$ 1,360.00	\$ 1,360.00	\$ -	\$ -
<b>Clean Earth</b> 5189 King Highway Kalamazoo, MI 49048 269-381-2400	Subcontractors	\$ 3,114.08	\$ 3,114.08	\$ -	\$ -
<b>Tree Remover</b> 5319 W. C Ave Kalamazoo, MI 49009 269-885-8536	Subcontractors	\$ 600.00	\$ 600.00	\$ -	\$ -
<b>Hurley &amp; Stewart</b> 2800 S. 11th Street Kalamazoo, MI 49009 269-552-4860	Subcontractors	\$ 2,240.48	\$ 2,240.48	\$ -	\$ -
<b>Integrity Tree Service</b> 2300 Sanford Ave Grandville, MI 49418 269-301-1300	Subcontractors	\$ 2,700.00	\$ 2,700.00	\$ -	\$ -
<b>Roberts Brothers Excavating</b> 57610 Stoldt Road Three Rivers, MI 49093 269-244-8619	Subcontractors	\$ 15,890.00	\$ 15,890.00	\$ -	\$ -
<b>TOTALS</b>		\$ 2,459,189.14	\$ 2,399,689.14	\$ 45,000.00	\$ 14,500.00

The subcontractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.


I make the foregoing statement as the subcontractor or as \_\_\_\_\_ of the subcontractor to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being MCL Section 570.1109.

**WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONTRUCTION LIEN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.**

  
Christina Mode

**WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION MCL 570.1110.**

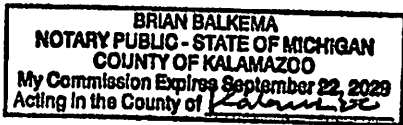
Subscribed and sworn to before me on this 18<sup>th</sup> day of April, 2024.

  
\_\_\_\_\_  
Notary Public

\_Kalamazoo County, Michigan

Acting in \_Kalamazoo\_ County

My commission expires: 09/22/2029



**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$1,035.17** for labor/materials provided through **11/15/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

**Check Date: 12/1/2023**

**Check# 58847**

**\$1,035.17**

**Aggregate Resources, Inc.**

Signed on: 12-05-2023

Julie A. Haan  
(signature of lien claimant)

Address: \_\_\_\_\_  
1500 River Street  
Kalamazoo, MI 49048

Telephone: (269) 345-5289

**Sign & Return To:**  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$63,273.20** for labor/materials provided through **12/14/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.


Check Date: **2/9/2024**

Check # **59166**

**\$63,273.20**

**S&T Lawn Service**

Signed on: 2/22/24

  
JEFF TRIEMSTRA  
(signature of lien claimant)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

**Sign & Return To:**  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$8,912.91** for labor/materials provided through **11/18/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

**Check Date:12/15/2023**

**Check#58944**

**\$8,912.91**

**Top Grade Aggregates**

Signed on: 12-18-23

John Rayh  
(signature of lien claimant)

Address: 3407 58<sup>th</sup> Street

Hamilton, ME 49419

Telephone: 269-751-8898

**Sign & Return To:**  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

Project: Schupan Processing Midlink  
Park Circle Drive  
3400 Covington Rd  
Kalamazoo, MI 49001

On receipt by the undersigned of a check from Green Aluminum in the sum of ONE HUNDRED SEVENTY THOUSAND ONE HUNDRED EIGHTY NINE DOLLARS AND 14 CENTS (170,189.14) payable to James E. Fulton & Sons, Inc., and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the above referenced project to the following extent.

This release covers a progress payment for all labor, services, equipment and materials furnished to the project site or to Green Aluminum through 1/31/2024 only and does not cover any retention, pending modifications and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

1/17/2024

(Date)

Cristina M. Wade

(Signature)

Controller

(Title)

# SWORN STATEMENT

STATE OF Michigan

)SS

COUNTY OF Kalamazoo

Christina Mode, Controller

being duly sworn, deposes and says:

That he makes this Sworn Statement on behalf of James E. Fulton & Sons, who is a contractor for an improvement to the following described real property situated in Kalamazoo, Michigan and described as follows:

**Green Aluminum  
Park Circle Drive  
3400 Covington Rd  
Kalamazoo, MI 49001**

That the following is a statement of each subcontractor and supplier with whom James E. Fulton & Sons has contracted for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names, as follows, for the period ending 01/31/2024:

Name, address and telephone number of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Previously Paid	Amount Currently Owing	Balance to Complete
James E. Fulton & Sons 2516 Miller Road Kalamazoo, MI 49001 269-385-3311	Labor/Equipment	\$ 1,172,858.85	\$ 1,094,203.41	\$ 56,382.24	\$ 22,273.20
Balleys 1727 Construction Drive Kalamazoo, MI 49048 269-349-1585	Materials	\$ 118,781.38	\$ 118,781.38	\$ -	\$ -
Etna PO Box 772107 Detroit, MI 48277 616-241-2001	Materials	\$ 288,326.82	\$ 302,571.20	\$ (14,244.38)	\$ -
QPI Precast & Supply 7800 Adobe Road Kalamazoo, MI 49009 269-342-0539	Materials	\$ 44,160.41	\$ 44,160.41		\$ 0.00
Aggregate Resources, Inc 1500 River Street Kalamazoo, MI 49048 269-345-5289	Materials	\$ 24,577.81	\$ 23,542.64	\$ 1,035.17	\$ (0.00)
S&T Landscape 3393 South 6th Street Kalamazoo, MI 49009 269-375-0334	Subcontractors	\$ 105,975.00	\$ 5,475.00	\$ 63,273.20	\$ 37,226.80

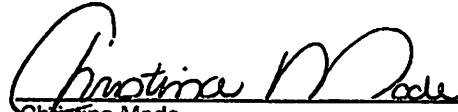


Lakeland Asphalt 548 Avenue A Battle Creek, MI 49037 269-964-1720	Subcontractors	\$ 529,830.00	\$ 475,000.00	\$ 54,830.00	\$ -
Remmington Concrete 26542 Red Arrow Highway Mattawan, MI 49071 269-668-5944	Subcontractors	\$ 28,410.00	\$ 28,410.00	\$ -	\$ -
MacAllister Cat Dept 78731 PO Box 78000 Detroit, MI 48278-0731 616-530-2233	Rentals	\$ 9,976.28	\$ 9,976.28	\$ -	\$ -
Contractors Rental 600 AIS Dr SW Grand Rapids, MI 49548 616-538-2400	Rentals	\$ 10,398.95	\$ 10,398.95	\$ -	\$ -
Top Grade Aggregates 3407 58th Street Hamilton, MI 49419 269-751-8898	Materials	\$ 92,914.13	\$ 84,001.22	\$ 8,912.91	\$ -
Pro-Tech Equipment 4837 West Grand Ave Lansing, MI 48906 517-827-3250	Rentals	\$ 5,776.47	\$ 5,776.47	\$ -	\$ -
SITECH Michigan 25000 Novi Rd Novi, MI 48375 248-380-1407	Rentals	\$ 1,298.50	\$ 1,298.50	\$ -	\$ -
Centrie Concrete PO Box 175 Alto, MI 49032 616-262-1235	Subcontractors	\$ 1,360.00	\$ 1,360.00	\$ -	\$ -
Clean Earth 5189 King Highway Kalamazoo, MI 49048 269-381-2400	Subcontractors	\$ 3,114.06	\$ 3,114.06	\$ -	\$ -
Tree Remover 5319 W. C Ave Kalamazoo, MI 49009 269-685-6536	Subcontractors	\$ 600.00	\$ 600.00	\$ -	\$ -
Hurley & Stewart 2800 S. 11th Street Kalamazoo, MI 49009 269-552-4960	Subcontractors	\$ 2,240.48	\$ 2,240.48	\$ -	\$ -
Integrity Tree Service 2300 Sanford Ave Grandville, MI 49418 269-301-1300	Subcontractors	\$ 2,700.00	\$ 2,700.00	\$ -	\$ -
Roberts Brothers Excavating 57610 Stoldt Road Three Rivers, MI 49093 269-244-8619	Subcontractors	\$ 15,890.00	\$ 15,890.00	\$ -	\$ -
<b>TOTALS</b>		<b>\$ 2,459,189.14</b>	<b>\$ 2,229,500.00</b>	<b>\$ 170,189.14</b>	<b>\$ 59,500.00</b>

The subcontractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.

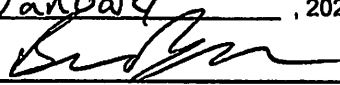
I make the foregoing statement as the subcontractor or as \_\_\_\_\_ of the subcontractor to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being MCL Section 570.1109.

**WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.**

  
Christina Mode

**WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION MCL 570.1110.**

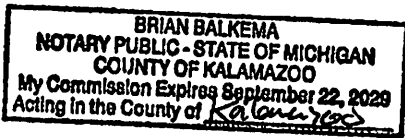
Subscribed and sworn to before me on this 17<sup>n</sup> day of January, 2024.

  
Notary Public

Kalamazoo County, Michigan

Acting in Kalamazoo County

My commission expires: 9/22/2029



**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$68,431.40** for labor/materials provided through **10/31/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

**Check Date:12/15/2023**

**Check#58948**

**\$68,431.40**

**Bailey Excavating**

Signed on: 12-10-2023

Christopher M. Bailey  
(signature of lien claimant)

Address: 1727 Construction Mile  
Kalamazoo MI 49048

Telephone: 269-344-1585

**Sign & Return To:**  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$6,992.44** for labor/materials provided through **10/31/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

**Check Date: 11/10/2023**

**Check# 58766**

**\$6,992.44**

**Aggregate Resources, Inc.**

Signed on: 11-14-2023

Julie A. Haan  
(signature of lien claimant)

Address: \_\_\_\_\_  
1500 River Street  
Kalamazoo, MI 49048

Telephone: (269) 345-5289

**Sign & Return To:**  
Email: [waiwers@fultonexcavating.com](mailto:waiwers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$5,475.00** for labor/materials provided through **10/25/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.


**Check Date: 11/10/2023**

**Check# 58792**

**\$5,475.00**

**S&T Lawn Service**

Signed on: ✓ 11/22/23

✓   
(signature of lien claimant)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

**Sign & Return To:**  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$529,830.00** for labor/materials provided through **11/14/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

**Check Date:12/15/2023**

**Check#58949**

**\$529,830.00**

**Lakeland Asphalt Corp.**

Signed on:

12/18/23



(signature of lien claimant)

Address: 548 AVENUE A  
Battle Creek, MI 49037

Telephone: 269 964-1720

**Sign & Return To:**

Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)

Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with James E. Fulton & Sons, Inc. to provide materials, subcontracting, and/or services for the improvements to the property described as Schupan Processing Midlink and hereby waive my/our construction lien to the amount of \$28,410.00 for labor/materials provided through 11/7/2023.

This waiver, together with all previous waivers, if any, (circle one) does / does not cover all amounts due to me/us for the contract improvement provided through the date shown above.


Check Date: 12/15/2023

Check# 58950

\$28,410.00

Remington Construction Co.

Signed on: 1/4/24

  
(signature of lien claimant)

Address: 210542 Red Arrow  
MATTHEWAN, MS  
39071

Telephone: 219-720-9507

Sign & Return To:  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$11,548.86** for labor/materials provided through **10/14/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

**Check Date:11/10/2023**

**Check#58794**

**\$11,548.86**

**Top Grade Aggregates**

Signed on: 11-13-23

John Ray Jr  
(signature of lien claimant)

Address: 3407 58<sup>th</sup> Street

Hamilton MI 49419

Telephone: 269-751-8898

**Sign & Return To:**  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**



PARTIAL UNCONDITIONAL WAIVER

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$7,070.61** for labor/materials provided through **10/21/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

Check Date: 11/21/2023

Check# 58842

\$7,070.61

Top Grade Aggregates

Signed on: 11-27-23

John Rayh  
(signature of lien claimant)

Address: 3407 58<sup>th</sup> Street

Hamilton, ME 49419

Telephone: 269-751-8898

Sign & Return To:  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$9,643.03** for labor/materials provided through **10/28/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

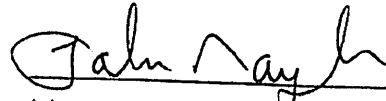
Check Date: **12/1/2023**

Check# **58876**

**\$9,643.03**

**Top Grade Aggregates**

Signed on: 12-5-23

  
(signature of lien claimant)

Address: 3407 58<sup>th</sup> Street

Hamilton, MI 49419

Telephone: 269-751-8898

**Sign & Return To:**  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$8,755.26** for labor/materials provided through **11/4/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

**Check Date:**12/6/2023

**Check#**58901

**\$8,755.26**

**Top Grade Aggregates**

Signed on: 12-12-23

John Nayh  
(signature of lien claimant)

Address: 3407 58<sup>th</sup> Street

Hamilton, MI 49419

Telephone: 269-751-8898

**Sign & Return To:**  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$225.00** for labor/materials provided through **10/17/2023**.

This waiver, together with all previous waivers, if any, (circle one) does does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

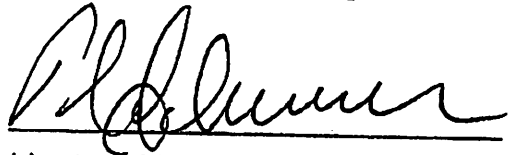
**Check Date: 11/10/2023**

**Check # 58773**

**\$225.00**

Signed on: 11/17/23

**Centrie Concrete Cutting &**



(signature of lien claimant)

Centrie Concrete Cutting  
PO Box 175  
Address: Alto, MI 49302  
616-262-1235

Telephone: \_\_\_\_\_

**Sign & Return To:**  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$2,700.00** for labor/materials provided through **11/1/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

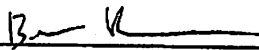
**Check Date: 11/17/2023**

**Check# 58811**

**\$2,700.00**

**Integrity Tree Service**

Signed on: 11/29/23

  
(signature of lien claimant)

Address: 2300 Sanford Ave SW  
Grandville, MI 49418

Telephone: 616.301.1300

**Sign & Return To:**  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$15,890.00** for labor/materials provided through **11/14/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

**Check Date:** 12/15/2023

**Check#** 58938

**\$15,890.00**

**Roberts Brothers Excavating In**

Signed on:

Dec 18, 2023

Frank Roberts Jr.  
(signature of lien claimant)

Address:

57610 Stoldt  
Three Rivers, ME  
49093

Telephone:

(269) 244-8619

**Sign & Return To:**

Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)

Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

Project: Schupan Processing Midlink  
Park Circle Drive  
3400 Covington Rd  
Kalamazoo, MI 49001


On receipt by the undersigned of a check from Green Aluminum in the sum of SIX HUNDRED FORTY SEVEN THOUSAND SIX HUNDRED DOLLARS AND NO CENTS (647,600.00) payable to James E. Fulton & Sons, Inc., and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the above referenced project to the following extent.

This release covers a progress payment for all labor, services, equipment and materials furnished to the project site or to Green Aluminum through 11/30/2023 only and does not cover any retention, pending modifications and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

11/20/2023

(Date)



(Signature)

Controller

(Title)

## SWORN STATEMENT

STATE OF Michigan

)SS

COUNTY OF Kalamazoo

Christina Mode, Controller

being duly sworn, deposes and says:

That he makes this Sworn Statement on behalf of James E. Fulton & Sons,  
who is a contractor for an improvement to the following described real property situated in  
Kalamazoo, Michigan and described as follows:

**Green Aluminum**  
**Park Circle Drive**  
**3400 Covington Rd**  
**Kalamazoo, MI 49001**

That the following is a statement of each subcontractor and supplier with whom James E. Fulton & Sons has contracted for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names, as follows, for the period ending 11/30/2023:

Name, address and telephone number of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Previously Paid	Amount Currently Owning	Balance to Complete
James E. Fulton & Sons 2516 Miller Road Kalamazoo, MI 49001 269-385-3311	Labor/Equipment	\$ 1,094,203.41	\$ 1,086,745.01	\$ 7,458.40	\$ 0.00
Balleys 1727 Construction Drive Kalamazoo, MI 49048 269-349-1585	Materials	\$ 118,781.38	\$ 50,349.98	\$ 68,431.40	\$ -
Etna PO Box 772107 Detroit, MI 48277 616-241-2001	Materials	\$ 302,571.20	\$ 302,571.20		\$ -
QPI Precast & Supply 7800 Adobe Road Kalamazoo, MI 49009 269-342-0539	Materials	\$ 44,160.41	\$ 44,160.41		\$ 0.00
Aggregate Resources, Inc 1500 River Street Kalamazoo, MI 49048 269-345-5289	Materials	\$ 23,542.64	\$ 16,550.20	\$ 6,992.44	\$ -
S&T Landscape 3393 South 6th Street Kalamazoo, MI 49009 269-375-0334	Subcontractors	\$ 105,975.00	\$ -	\$ 5,475.00	\$ 100,500.00

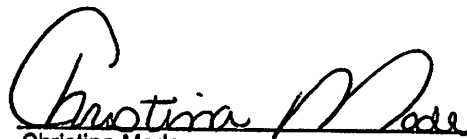


<b>Lakeland Asphalt</b> 548 Avenue A Battle Creek, MI 49037 269-964-1720	Subcontractors	\$ 500,000.00	\$ -	\$ 475,000.00	\$ 25,000.00
<b>Remmington Concrete</b> 26542 Red Arrow Highway Mattawan, MI 48071 269-668-5944	Subcontractors	\$ 28,410.00	\$ -	\$ 28,410.00	\$ -
<b>MacAllister Cat</b> Dept 78731 PO Box 78000 Detroit, MI 48278-0731 616-530-2233	Rentals	\$ 9,976.28	\$ 9,976.28	\$ -	\$ -
<b>Contractors Rental</b> 600 AIS Dr SW Grand Rapids, MI 49548 616-538-2400	Rentals	\$ 10,398.95	\$ 10,398.95	\$ -	\$ -
<b>Top Grade Aggregates</b> 3407 58th Street Hamilton, MI 49419 269-751-8898	Materials	\$ 84,001.22	\$ 46,983.46	\$ 37,017.76	\$ -
<b>Pro-Tech Equipment</b> 4837 West Grand Ave Lansing, MI 48906 617-827-3250	Rentals	\$ 5,776.47	\$ 5,776.47	\$ -	\$ -
<b>SITECH Michigan</b> 25000 Novi Rd Novi, MI 48375 248-380-1407	Rentals	\$ 1,298.50	\$ 1,298.50	\$ -	\$ -
<b>Centre Concrete</b> PO Box 175 Alto, MI 49032 616-262-1235	Subcontractors	\$ 1,360.00	\$ 1,135.00	\$ 225.00	\$ -
<b>Clean Earth</b> 5189 King Highway Kalamazoo, MI 49048 269-381-2400	Subcontractors	\$ 3,114.06	\$ 3,114.06	\$ -	\$ -
<b>Tree Remover</b> 5319 W. C Ave Kalamazoo, MI 49009 269-685-6536	Subcontractors	\$ 600.00	\$ 600.00	\$ -	\$ -
<b>Hurley &amp; Stewart</b> 2800 S. 11th Street Kalamazoo, MI 49009 269-552-4860	Subcontractors	\$ 2,240.48	\$ 2,240.48	\$ -	\$ -
<b>Integrity Tree Service</b> 2300 Sanford Ave Grandville, MI 49418 269-301-1300	Subcontractors	\$ 2,700.00	\$ -	\$ 2,700.00	\$ -
<b>Roberts Brothers Excavating</b> 57610 Stoldt Road Three Rivers, MI 49093 269-244-8619	Subcontractors	\$ 15,890.00	\$ -	\$ 15,890.00	\$ -
<b>TOTALS</b>		\$ 2,355,000.00	\$ 1,581,900.00	\$ 647,600.00	\$ 125,500.00

The subcontractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.

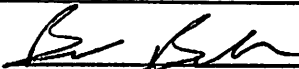
I make the foregoing statement as the subcontractor or as \_\_\_\_\_ of the subcontractor to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being MCL Section 570.1109.

**WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.**

  
Christina Mode

**WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION MCL 570.1110.**

Subscribed and sworn to before me on this 20<sup>th</sup> day of November, 2023.

  
Notary Public

**BRIAN BALKEMA**  
**NOTARY PUBLIC - STATE OF MICHIGAN**  
**COUNTY OF KALAMAZOO**  
My Commission Expires September 22, 2029  
Acting in the County of Kalamazoo

Kalamazoo County, Michigan

Acting in Kalamazoo County

My commission expires: 09/22/2029

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$50,349.98** for labor/materials provided through **9/30/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

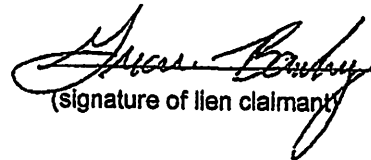
**Check Date: 11/3/2023**

**Check# 58736**

**\$50,349.98**

**Bailey Excavating**

Signed on: 11/13/23

  
(signature of lien claimant)

Address: 1727 Construction drive  
Kalamazoo, MI 49048

Telephone: (269) 349-1585

**Sign & Return To:**  
Email: [wavers@fultonexcavating.com](mailto:wavers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$1,502.97** for labor/materials provided through **10/4/2023**.

This waiver, together with all previous waivers, if any, (circle one) does does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

**Check Date: 10/25/2023**

**Check # 58721**

**\$1,502.97**

**QPI Precast & Supply**

Signed on: 11/6/23

Cindy Kusmack  
(signature of lien claimant)

Address: \_\_\_\_\_

\_\_\_\_\_  
Quality Precast Inc.  
7800 Adobe Road  
Kalamazoo, Michigan 49009  
(269) 342-0639

Telephone: \_\_\_\_\_

**Sign & Return To:**  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$1,263.12** for labor/materials provided through **9/30/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

Check Date: **10/12/2023**

Check# **58636**

**\$1,263.12**

**Aggregate Resources, Inc.**

Signed on: 10-17-2023

Julia A. Haan  
(signature of lien claimant)

Address: \_\_\_\_\_

1500 River Street  
Kalamazoo, MI 49008

Telephone: (219) 345-5289

**Sign & Return To:**  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$7,673.93** for labor/materials provided through **9/16/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

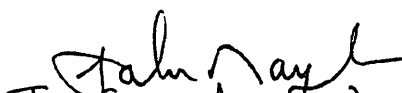
**Check Date:**10/12/2023

**Check#**58663

**\$**7,673.93

**Top Grade Aggregates**

Signed on: 10-16-23

  
Top Grade Aggregates, LLC  
(signature of lien claimant)

Address: 3407 58<sup>th</sup> Street

Hamilton, MI 49419

Telephone: 269-751-8898

**Sign & Return To:**  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$6,734.05** for labor/materials provided through **9/23/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

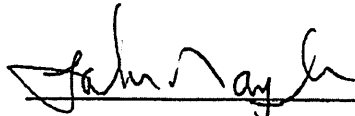
**Check Date:10/18/2023**

**Check#58696**

**\$6,734.05**

**Top Grade Aggregates**

Signed on: 10-23-23

  
\_\_\_\_\_  
(signature of lien claimant)

Address: 3407 58<sup>th</sup> Street

Hamilton, ME 49419

Telephone: 269-751-8898

**Sign & Return To:**  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$6,724.74** for labor/materials provided through **9/30/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

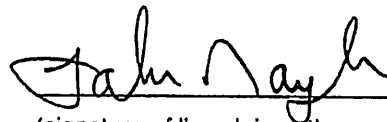
**Check Date:10/25/2023**

**Check#58726**

**\$6,724.74**

**Top Grade Aggregates**

Signed on: 10-30-23

  
(signature of lien claimant)

Address: 3407 58<sup>th</sup> Street

Hamilton, MI 49419

Telephone: 269-751-8898

**Sign & Return To:**  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**



**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$9,124.38** for labor/materials provided through **10/7/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

Check Date: **11/3/2023**

Check# **58759**

**\$9,124.38**

**Top Grade Aggregates**

Signed on: 11-6-23

John Rayh  
(signature of lien claimant)

Address: 3407 57<sup>th</sup> Street

Hamilton, ME 49419

Telephone: 269-751-8898

**Sign & Return To:**  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with James E. Fulton & Sons, Inc. to provide materials, subcontracting, and/or services for the improvements to the property described as Schupan Processing Midlink and hereby waive my/our construction lien to the amount of \$2,838.15 for labor/materials provided through 9/27/2023

This waiver, together with all previous waivers, if any, (circle one)  does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above

Check Date: 10/25/2023

Check# 58719

\$2,838.15



Pro-Tec Equipment Inc.

Signed on: 10/31/2023

Judi Nelson  
(signature of lien claimant)

Address: 4837 W. Grand River Ave  
Lansing, MI 48906

Telephone: 517-231-5590

Sign & Return To:  
Email [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$225.00** for labor/materials provided through **9/27/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

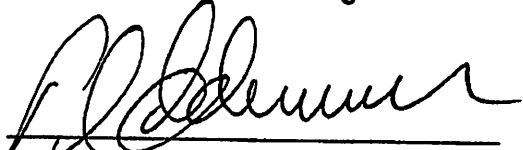
**Check Date:10/18/2023**

**Check#58673**

**\$225.00**

**Centrie Concrete Cutting &**

Signed on: 10/23/23

  
(signature of lien claimant)

Address: Centrie Concrete Cutting  
PO Box 175  
Alto, MI 49302  
616-262-1235

Telephone: \_\_\_\_\_

**Sign & Return To:**  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6198

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$910.00** for labor/materials provided through **10/10/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

**Check Date: 11/3/2023**

**Check# 58739**

**\$910.00**

Signed on: 11/7/2023

**Centrie Concrete Cutting &**  
  
(signature of lien claimant)

Centrie Concrete Cutting  
PO Box 175  
Address: Alto, MI 49302  
616-262-1235

Telephone: \_\_\_\_\_

**Sign & Return To:**  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$3,114.06** for labor/materials provided through **9/25/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

Check Date: **10/18/2023**

Check# **58674**

**\$3,114.06**

Invoice  
411031

**Clean Earth**

Signed on: 10/22/2023

S/E SK

(signature of lien claimant)

Address: 5189 King Highway  
Kalamazoo, MI 49008

Telephone: 269-381-2400

Sign & Return To:  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

PARTIAL UNCONDITIONAL WAIVER

I/we have a contract with James E. Fulton & Sons, Inc. to provide materials, subcontracting, and/or services for the improvements to the property described as Schupan Processing Midlink and hereby waive my/our construction lien to the amount of \$600.00 for labor/materials provided through 9/14/2023.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

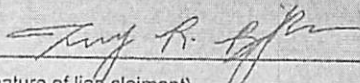
Check Date: 9/22/2023

Check# 58591

\$600.00

The Tree Mover

Signed on: 9-25-23

  
(signature of lien claimant)

Address: \_\_\_\_\_

5319 W. C. Ave

Kalamazoo, MI 49009

Telephone: 269-685-6536

Sign & Return To:  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$2,240.48** for labor/materials provided through **10/16/2023**.

This waiver, together with all previous waivers, if any, (circle one) **does** does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

**Check Date: 11/10/2023**

**Check# 58784**

**\$2,240.48**

**Hurley & Stewart**

Signed on: 11/15/2023

Tracy J Smith

Digitally signed by Tracy J Smith  
DN: cn=Tracy J Smith, o=Hurley & Stewart, st=MI, c=US  
Date: 2023.11.15 09:27:20-0500

(signature of lien claimant)

Address: 2800 S. 11th Street

Kalamazoo, MI 49009

Telephone: 269-552-4960

**Sign & Return To:**  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

Project: Schupan Processing Midlink  
Park Circle Drive  
3400 Covington Rd  
Kalamazoo, MI 49001

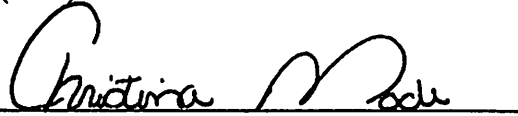
On receipt by the undersigned of a check from Green Aluminum in the sum of THREE HUNDRED FOUR THOUSAND SIX HUNDRED DOLLARS AND NO CENTS (304,600.00) payable to James E. Fulton & Sons, Inc., and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the above referenced project to the following extent.

This release covers a progress payment for all labor, services, equipment and materials furnished to the project site or to Green Aluminum through 10/31/2023 only and does not cover any retention, pending modifications and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

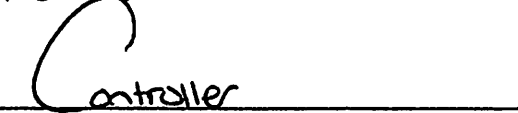
The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

10/23/2023

(Date)



(Signature)



(Title)



# SWORN STATEMENT

STATE OF Michigan

)SS

COUNTY OF Kalamazoo

Christina Mode, Controller

being duly sworn, deposes and says:

That he makes this Sworn Statement on behalf of James E. Fulton & Sons, who is a contractor for an improvement to the following described real property situated in Kalamazoo, Michigan and described as follows:

**Green Aluminum  
Park Circle Drive  
3400 Covington Rd  
Kalamazoo, MI 49001**

That the following is a statement of each subcontractor and supplier with whom James E. Fulton & Sons has contracted for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names, as follows, for the period ending 10/31/2023:

Name, address and telephone number of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Previously Paid	Amount Currently Owing	Balance to Complete
James E. Fulton & Sons 2516 Miller Road Kalamazoo, MI 49001 269-385-3311	Labor/Equipment	\$ 1,103,203.09	\$ 889,501.68	\$ 197,243.33	\$ 16,458.08
Balleys 1727 Construction Drive Kalamazoo, MI 49048 269-349-1585	Materials	\$ 100,000.00	\$ -	\$ 50,349.98	\$ 49,650.02
Etna PO Box 772107 Detroit, MI 48277 616-241-2001	Materials	\$ 302,571.20	\$ 288,515.39	\$ 14,055.81	\$ -
QPI Precast & Supply 7800 Adobe Road Kalamazoo, MI 49009 269-342-0539	Materials	\$ 44,160.41	\$ 42,657.44	\$ 1,502.97	\$ 0.00
Aggregate Resources, Inc 1500 River Street Kalamazoo, MI 49048 269-345-5289	Materials	\$ 47,217.58	\$ 15,287.08	\$ 1,263.12	\$ 30,667.38
S&T Landscape 3393 South 6th Street Kalamazoo, MI 49009	Subcontractors	\$ 108,000.00	\$ -	\$ -	\$ 108,000.00

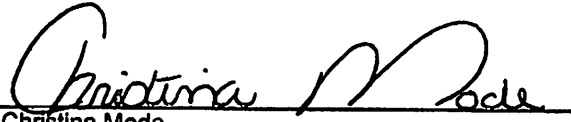
269-375-0334						
Lakeland Asphalt 548 Avenue A Battle Creek, MI 49037 269-964-1720	Subcontractors	\$ 550,000.00	\$ -	\$ -	\$ 550,000.00	
Remington Concrete 26542 Red Arrow Highway Mattawan, MI 49071 269-668-6944	Subcontractors	\$ 21,165.00	\$ -	\$ -	\$ 21,165.00	
MacAllister Cat Dept 78731 PO Box 78000 Detroit, MI 48278-0731 616-530-2233	Rentals	\$ 9,976.28	\$ 9,976.28	\$ -	\$ -	
Contractors Rental 800 AIS Dr SW Grand Rapids, MI 49548 616-538-2400	Rentals	\$ 10,398.95	\$ 10,398.95	\$ -	\$ -	
Top Grade Aggregates 3407 58th Street Hamilton, MI 49419 269-751-8898	Materials	\$ 46,983.46	\$ 16,726.36	\$ 30,257.10	\$ -	
Pro-Tech Equipment 4837 West Grand Ave Lansing, MI 48906 517-827-3250	Rentals	\$ 5,776.47	\$ 2,938.32	\$ 2,838.15	\$ -	
SITECH Michigan 25000 Novi Rd Novi, MI 48375 248-380-1407	Rentals	\$ 1,298.50	\$ 1,298.50	\$ -	\$ -	
Centrie Concrete PO Box 175 Alto, MI 49032 616-262-1235	Subcontractors	\$ 1,135.00	\$ -	\$ 1,135.00	\$ -	
Clean Earth 5189 King Highway Kalamazoo, MI 49048 269-381-2400	Subcontractors	\$ 3,114.06	\$ -	\$ 3,114.06	\$ -	
Tree Remover 5319 W. C Ave Kalamazoo, MI 49009 269-685-6536	Subcontractors	\$ 600.00	\$ -	\$ 600.00	\$ -	
Hurley & Stewart 2800 S. 11th Street Kalamazoo, MI 49009 269-652-4960	Subcontractors	\$ 2,240.48	\$ -	\$ 2,240.48	\$ -	
<b>TOTALS</b>		<b>\$ 2,357,840.48</b>	<b>\$ 1,277,300.00</b>	<b>\$ 304,800.00</b>	<b>\$ 775,940.48</b>	

The subcontractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.

I make the foregoing statement as the subcontractor or as \_\_\_\_\_ of the subcontractor to represent to the owner or lessee of the property and his or her agents that the


property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being MCL Section 570.1109.

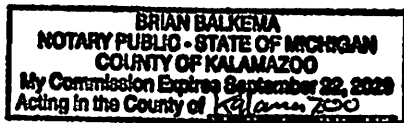
**WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONTRUCTION LIEN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.**

  
Christina Mode

**WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION MCL 570.1110.**

Subscribed and sworn to before me on this 23<sup>rd</sup> day of October, 2023.

  
Notary Public



Kalamazoo County, Michigan

Acting in Kalamazoo County

My commission expires: 09/22/2029

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$913.76** for labor/materials provided through **8/11/2023**.

This waiver, together with all previous waivers, if any, (circle one) does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

Check Date: **8/30/2023**

Check# **58500**

**\$913.76**

**QPI Precast & Supply**

Signed on: \_\_\_\_\_

9/7/23

\_\_\_\_\_  
(signature of lien/claimant)

*Cindy Kuomack*

Address: \_\_\_\_\_

\_\_\_\_\_  
Quality Precast Inc.  
7800 Adobe Road  
Kalamazoo, Michigan 49009  
(269) 342-0539  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Sign & Return To:  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

PARTIAL UNCONDITIONAL WAIVER

I/we have a contract with James E. Fulton & Sons, Inc. to provide materials, subcontracting, and/or services for the improvements to the property described as Schupan Processing Midlink and hereby waive my/our construction lien to the amount of \$3,982.08 for labor/materials provided through 8/28/2023.

This waiver, together with all previous waivers, if any, (circle one) ~~does~~ does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

Check Date: 9/22/2023

Check# 58586

\$3,982.08

QPI Precast & Supply

Signed on: 9/29/23

Cindy Kusmack  
(signature of lien claimant)

Address: \_\_\_\_\_

\_\_\_\_\_  
Quality Precast Inc.  
7800 Adobe Road  
Kalamazoo, Michigan 49009  
\_\_\_\_\_  
(269) 342-0539

Telephone: \_\_\_\_\_

Sign & Return To:  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$3,428.97** for labor/materials provided through **9/1/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

**Check Date:9/29/2023**

**Check#58599**

**\$3,428.97**

**QPI Precast & Supply**

Signed on: \_\_\_\_\_

10/5/23

Cindy Kusmack  
(signature of lien claimant)

Address: \_\_\_\_\_

\_\_\_\_\_  
Quality Precast Inc.  
7600 Adobe Road  
Kalamazoo, Michigan 49009  
\_\_\_\_\_  
(269) 342-0539

Telephone: \_\_\_\_\_

**Sign & Return To:**  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$4,001.74** for labor/materials provided through **8/15/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

Check Date:**8/24/2023**

Check#**58456**

**\$4,001.74**

**Aggregate Resources, Inc.**

Signed on: 08-29-2023

Julie A. Haan  
(signature of lien claimant)

Address: 1500 River Street  
Kalamazoo, MI 49048

Telephone: (269) 345-5289

**Sign & Return To:**  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$10,449.83** for labor/materials provided through **8/31/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

Check Date: **9/8/2023**

Check# **58508**

**\$10,449.83**

**Aggregate Resources, Inc.**

Signed on: 09-13-2023

Julie A. Haan  
(signature of lien claimant)

Address: \_\_\_\_\_  
1501 River Street  
Kalamazoo, MI 49048

Telephone: (269) 345-5289

Sign & Return To:  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**



**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$344.14** for labor/materials provided through **8/29/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

**Check Date: 9/13/2023**

**Check # 58555**

**\$344.14**

**MacAllister Rentals**

Signed on: 10/20/23

*Daniel J Zachary*  
(signature of lien claimant)

Address: 6300 Southeastern Ave  
Indianapolis, IN 46203

Telephone: 317-803-2469

**Sign & Return To:**  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6198

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$5,185.79** for labor/materials provided through **8/31/2023**.

This waiver, together with all previous waivers, if any, (circle one) does does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

Check Date: **9/22/2023**

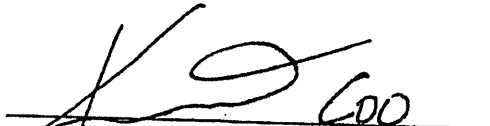
Check# **58590**

**\$5,185.79**

**Top Grade Aggregates**

Signed on: \_\_\_\_\_

9/26/23

  
(signature of lien claimant)

Address: 3407 58th St  
Hamilton MI 49419

Telephone: 269 751 8898

**Sign & Return To:**  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$4,803.07** for labor/materials provided through **8/26/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

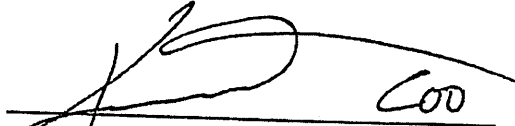
Check Date: **9/13/2023**

Check# **58567**

**\$4,803.07**

**Top Grade Aggregates**

Signed on: 9-20-2023

  
\_\_\_\_\_  
(signature of lien claimant)

Address: 3407 58th St  
Hamilton MI 49419

Telephone: 269-757-8898

Sign & Return To:  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$4,536.46** for labor/materials provided through **9/9/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

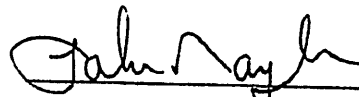
Check Date: **10/4/2023**

Check# **58635**

**\$4,536.46**

**Top Grade Aggregates**

Signed on: 10-18-23

  
\_\_\_\_\_  
(signature of lien claimant)

Address: 3407 58<sup>th</sup> Street

Hamilton, MI 49419

Telephone: 269-751-8898

Sign & Return To:  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$2,938.32** for labor/materials provided through **8/31/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

Check Date: **9/22/2023**

Check# **88584**

**\$2,938.32**

**Pro-Tec Equipment Inc.**

Signed on: 9/20/23

Jodi Glennell  
(signature of lien claimant)

Address: PO Box 733000  
Dallas TX 75373-3000

Telephone: 517-827-3250

Sign & Return To:  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-8198

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$779.10** for labor/materials provided through **8/19/2023**.

This waiver, together with all previous waivers, if any, (circle one) does does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

**Check Date: 9/8/2023**

**Check # 58532**

**\$779.10**

**SITECH Michigan**

Signed on: 10/20/23

*Daniel J Zachary*  
(signature of lien claimant)

Address: 6300 Southeastern Ave  
Indianapolis, IN 46203

Telephone: 317-803-2469

**Sign & Return To:**  
Email: [waiwers@fultonexcavating.com](mailto:waiwers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$519.40** for labor/materials provided through **9/11/2023**.

This waiver, together with all previous waivers, if any, (circle one) **does** does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

**Check Date:10/4/2023**

**Check#58632**

**\$519.40**

**SITECH Michigan**

Signed on: 10/20/23

*Daniel J. Zachary*  
(signature of lien claimant)

Address: 6300 Southeastern Ave  
Indianapolis, IN 46203

Telephone: 317-803-2469

**Sign & Return To:**  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

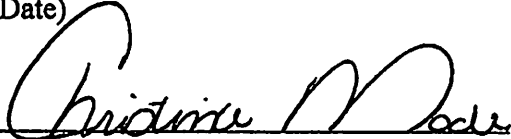
Project: Schupan Processing Midlink  
Park Circle Drive  
3400 Covington Rd  
Kalamazoo, MI 49001

On receipt by the undersigned of a check from Green Aluminum in the sum of FOUR HUNDRED FORTY FIVE THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS (445,400.00) payable to James E. Fulton & Sons, Inc., and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the above referenced project to the following extent.

This release covers a progress payment for all labor, services, equipment and materials furnished to the project site or to Green Aluminum through 9/30/2023 only and does not cover any retention, pending modifications and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

9/25/2023  
(Date)

  
(Signature)

Controller  
(Title)



## SWORN STATEMENT

STATE OF Michigan

)SS

COUNTY OF Kalamazoo

Christina Mode, Controller

being duly sworn, deposes and says:

That he makes this Sworn Statement on behalf of James E. Fulton & Sons, who is a contractor for an improvement to the following described real property situated in Kalamazoo, Michigan and described as follows:

**Green Aluminum  
Park Circle Drive  
3400 Covington Rd  
Kalamazoo, MI 49001**

That the following is a statement of each subcontractor and supplier with whom James E. Fulton & Sons has contracted for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names, as follows, for the period ending 09/30/2023:

Name, address and telephone number of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Previously Paid	Amount Currently Owing	Balance to Complete
James E. Fulton & Sons 2516 Miller Road Kalamazoo, MI 49001 269-385-3311	Labor/Equipment	\$ 1,074,714.08	\$ 502,105.28	\$ 387,386.40	\$ 185,212.40
Balleys 1727 Construction Drive Kalamazoo, MI 49048 269-349-1585	Materials	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00
Etna PO Box 772107 Detroit, MI 48277 818-241-2001	Materials	\$ 288,515.39	\$ 272,394.45	\$ 16,120.94	\$ -
QPI Precast & Supply 7800 Adobe Road Kalamazoo, MI 49009 269-342-0539	Materials	\$ 42,657.44	\$ 34,332.63	\$ 8,324.81	\$ -
Aggregate Resources, Inc 1500 River Street Kalamazoo, MI 49048 269-345-5289	Materials	\$ 77,474.68	\$ 835.51	\$ 14,451.57	\$ 62,187.60
S&T Landscape	Subcontractors	\$ 108,000.00	\$ -	\$ -	\$ 108,000.00

3393 South 6th Street Kalamazoo, MI 49009 269-376-0334						
Lakeland Asphalt 548 Avenue A Battle Creek, MI 49037 269-964-1720	Subcontractors	\$ 550,000.00	\$ -	\$ -	\$ 550,000.00	
Remington Concrete 26542 Red Arrow Highway Mattawan, MI 49071 269-668-5944	Subcontractors	\$ 22,300.00	\$ -	\$ -	\$ 22,300.00	
MacAllister Cat Dept 78731 PO Box 78000 Detroit, MI 48278-0731 616-530-2233	Rentals	\$ 9,976.28	\$ 9,632.14	\$ 344.14	\$ (0.00)	
Contractors Rental 600 AIS Dr SW Grand Rapids, MI 49548 616-538-2400	Rentals	\$ 10,398.95	\$ 10,398.95	\$ -	\$ -	
Top Grade Aggregates 3407 58th Street Hamilton, MI 49419 269-751-8898	Materials	\$ 16,726.36	\$ 2,201.04	\$ 14,525.32	\$ -	
Pro-Tech Equipment 4837 West Grand Ave Lansing, MI 48906 517-827-3250	Rentals	\$ 2,938.32		\$ 2,938.32	\$ -	
SITECH Michigan 25000 Novi Rd Novi, MI 48375 248-380-1407	Rentals	\$ 1,298.50		\$ 1,298.50	\$ -	
<b>TOTALS</b>		\$ 2,355,000.00	\$ 831,900.00	\$ 445,400.00	\$ 1,077,700.00	

The subcontractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.

I make the foregoing statement as the subcontractor or as \_\_\_\_\_ of the subcontractor to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being MCL Section 570.1109.

**WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY**

**MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A**

**SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF**

**FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT**

**TO SECTION 109 OF THE CONSTRUCTION LIEN ACT TO THE DESIGNEE OR THE OWNER OR**

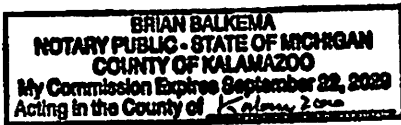
**LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.**

Christina Mode  
Christina Mode

**WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION MCL 570.1110.**

Subscribed and sworn to before me on this 25<sup>th</sup> day of September, 2023.

Brian Balkema  
Notary Public



Kalamazoo County, Michigan

Acting in Kalamazoo County

My commission expires: 9/22/2029

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$1,602.82** for labor/materials provided through **7/27/2023**.

This waiver, together with all previous waivers, if any, (circle one) does does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

**Check Date:8/18/2023**

**Check#58449**

**\$1,602.82**

**QPI Precast & Supply**

Signed on: \_\_\_\_\_

8/24/23

Cindy Kusmack

(signature of lien claimant)

Address: \_\_\_\_\_

Quality Precast Inc.  
7800 Adobe Road  
Kalamazoo, Michigan 49009  
(269) 342-0539

Telephone: \_\_\_\_\_

**Sign & Return To:**  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$32,729.81** for labor/materials provided through **8/4/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

Check Date: **8/24/2023**

Check# **58476**

**\$32,729.81**

**QPI Precast & Supply**

Signed on: 8/29/23

Cindy Kusmack  
(signature of lien claimant)

Address: \_\_\_\_\_

\_\_\_\_\_  
**Quality Precast Inc.**  
7600 Adobe Road  
Kalamazoo, Michigan 49009  
(269) 942-0839

Telephone: \_\_\_\_\_

**Sign & Return To:**  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$835.51** for labor/materials provided through **4/30/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

**Check Date:5/11/2023**

**Check#58082**

**\$835.51**

**Aggregate Resources, Inc.**

Signed on: 5/15/23

Kori Sundberg  
(signature of lien claimant)

Address: 1500 River St.  
Kalamazoo MI 49048

Telephone: (269) 345-5289

**Sign & Return To:**  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$2,201.04** for labor/materials provided through **8/12/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

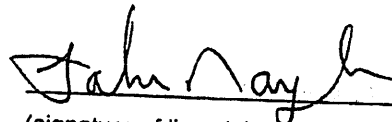
Check Date: **8/30/2023**

Check# **58505**

**\$2,201.04**

**Top Grade Aggregates**

Signed on: 9-6-23

  
(signature of lien claimant)

Address: 3407 58<sup>th</sup> Street

Hamilton, MI 49419

Telephone: 269-751-8897

Sign & Return To:  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

Project: Schupan Processing Midlink  
Park Circle Drive  
3400 Covington Rd  
Kalamazoo, MI 49001

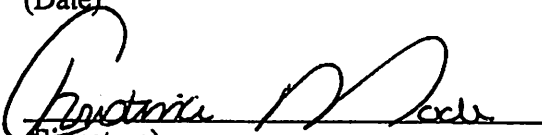
On receipt by the undersigned of a check from Green Aluminum in the sum of ONE HUNDRED FIFTY THOUSAND DOLLARS AND NO CENTS (150,000.00) payable to James E. Fulton & Sons, Inc., and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the above referenced project to the following extent.

This release covers a progress payment for all labor, services, equipment and materials furnished to the project site or to Green Aluminum through 8/31/2023 only and does not cover any retention, pending modifications and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

8/25/2023

(Date)

  
(Signature)

Controller  
(Title)



# SWORN STATEMENT

STATE OF Michigan

)SS

COUNTY OF Kalamazoo

Christina Mode, Controller

being duly sworn, deposes and says:

That he makes this Sworn Statement on behalf of James E. Fulton & Sons,  
who is a contractor for an improvement to the following described real property situated in  
Kalamazoo, Michigan and described as follows:

**Green Aluminum  
Park Circle Drive  
3400 Covington Rd  
Kalamazoo, MI 49001**

That the following is a statement of each subcontractor and supplier with whom James E. Fulton & Sons  
has contracted for performance under the contract with the owner or lessee thereof, and that the  
amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names,  
as follows, for the period ending 08/31/2023:


Name, address and telephone number of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Previously Paid	Amount Currently Owing	Balance to Complete
James E. Fulton & Sons 2516 Miller Road Kalamazoo, MI 49001 269-385-3311	Labor/Equipment	\$ 1,096,467.87	\$ 392,249.54	\$ 109,855.74	\$ 594,362.59
Balleys 1727 Construction Drive Kalamazoo, MI 49048 269-349-1585	Materials	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00
Etna PO Box 772107 Detroit, MI 48277 616-241-2001	Materials	\$ 275,000.00	\$ 269,619.37	\$ 2,775.08	\$ 2,605.55
QPI Precast & Supply 7800 Adobe Road Kalamazoo, MI 49009 269-342-0539	Materials	\$ 39,000.00	\$ -	\$ 34,332.63	\$ 4,667.37
Aggregate Resources, Inc 1500 River Street Kalamazoo, MI 49048 269-345-5289	Materials	\$ 92,000.00		\$ 835.51	\$ 91,164.49
S&T Landscape	Subcontractors	\$ 108,000.00	\$ -	\$ -	\$ 108,000.00

3393 South 8th Street Kalamazoo, MI 49009 269-375-0334						
Lakeland Asphalt 548 Avenue A Battle Creek, MI 49037 269-984-1720	Subcontractors	\$ 550,000.00	\$ -	\$ -	\$ 550,000.00	
Remmington Concrete 26542 Red Arrow Highway Mattawan, MI 49071 269-668-5944	Subcontractors	\$ 22,300.00	\$ -	\$ -	\$ 22,300.00	
MacAllister Cat Dept 78731 PO Box 78000 Detroit, MI 48278-0731 616-530-2233	Rentals	\$ 9,632.14	\$ 9,632.14	\$ -	\$ -	
Contractors Rental 600 AIS Dr SW Grand Rapids, MI 49548 616-538-2400	Rentals	\$ 10,398.95	\$ 10,398.95	\$ -	\$ -	
Top Grade Aggregates 3407 58th Street Hamilton, MI 49419 269-751-8898	Materials	\$ 2,201.04	\$ -	\$ 2,201.04	\$ -	
<b>TOTALS</b>		<b>\$ 2,355,000.00</b>	<b>\$ 681,900.00</b>	<b>\$ 150,000.00</b>	<b>\$ 1,523,100.00</b>	

The subcontractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.

I make the foregoing statement as the subcontractor or as \_\_\_\_\_ of the subcontractor to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being MCL Section 570.1109.

**WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONTRUCTION LIEN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.**

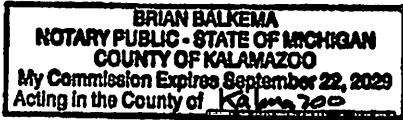
  
Christina Mode

**WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110**

OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS

AMENDED, BEING SECTION MCL 570.1110.

Subscribed and sworn to before me on this 25 day of August, 2023.



Brian Balkema  
Notary Public

Kalamazoo County, Michigan

Acting in Kalamazoo County

My commission expires: 09/22/2023

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with James E. Fulton & Sons, Inc. to provide materials, subcontracting, and/or services for the improvements to the property described as Schupan Processing Midlink and hereby waive my/our construction lien to the amount of \$103,466.18 for labor/materials provided through 6/23/2023.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

Check Date: 7/20/2023


Check # 58332

\$103,466.18

**Etna Supply Company**

Signed on: \_\_\_\_\_

7/28/23

  
\_\_\_\_\_  
(signature of lien claimant)

**ETNA SUPPLY COMPANY**

Address: 4901 CLAY AVE SW  
GRAND RAPIDS MI 49549

Telephone: \_\_\_\_\_

**Sign & Return To:**  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6168

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

Project: Schupan Processing Midlink  
Park Circle Drive  
3400 Covington Rd  
Kalamazoo, MI 49001

On receipt by the undersigned of a check from Green Aluminum in the sum of ONE HUNDRED TEN THOUSAND DOLLARS AND NO CENTS (110,000.00) payable to James E. Fulton & Sons, Inc., and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the above referenced project to the following extent.

This release covers a progress payment for all labor, services, equipment and materials furnished to the project site or to Green Aluminum through 7/31/2023 only and does not cover any retention, pending modifications and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

7/17/23

(Date)

Christina M. [Signature]

(Signature)

Controller

(Title)

## SWORN STATEMENT

STATE OF Michigan

)SS

COUNTY OF Kalamazoo

Christina Mode, Controller

being duly sworn, deposes and says:

That he makes this Sworn Statement on behalf of James E. Fulton & Sons,  
who is a contractor for an improvement to the following described real property situated in  
Kalamazoo, Michigan and described as follows:

**Green Aluminum  
Park Circle Drive  
3400 Covington Rd  
Kalamazoo, MI 49001**

That the following is a statement of each subcontractor and supplier with whom James E. Fulton & Sons has contracted for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names, as follows, for the period ending 07/31/2023:

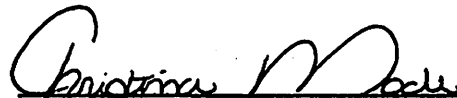
Name, address and telephone number of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Previously Paid	Amount Currently Owing	Balance to Complete
James E. Fulton & Sons 2516 Miller Road Kalamazoo, MI 49001 269-385-3311	Labor/Equipment	\$ 1,098,668.91	\$ 385,715.72	\$ 6,533.82	\$ 706,419.37
Balleys 1727 Construction Drive Kalamazoo, MI 49048 269-349-1585	Materials	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00
Etna PO Box 772107 Detroit, MI 48277 616-241-2001	Materials	\$ 275,000.00	\$ 166,153.19	\$ 103,466.18	\$ 5,380.63
QPI Precast & Supply 7800 Adobe Road Kalamazoo, MI 49009 269-342-0539	Materials	\$ 39,000.00	\$ -	\$ -	\$ 39,000.00
Aggregate Resources, Inc 1500 River Street Kalamazoo, MI 49048 269-345-5289	Materials	\$ 92,000.00		\$ -	\$ 92,000.00
S&T Landscape	Subcontractors	\$ 108,000.00	\$ -	\$ -	\$ 108,000.00

3393 South 6th Street Kalamazoo, MI 49009 269-375-0334						
Lakeland Asphalt 548 Avenue A Battle Creek, MI 49037 269-964-1720	Subcontractors	\$ 550,000.00	\$ -	\$ -	\$ 550,000.00	
Remmington Concrete 26542 Red Arrow Highway Mattawan, MI 49071 269-668-5944	Subcontractors	\$ 22,300.00	\$ -	\$ -	\$ 22,300.00	
MacAllister Cat Dept 78731 PO Box 78000 Detroit, MI 48278-0731 616-530-2233	Rentals	\$ 9,632.14	\$ 9,632.14	\$ -	\$ -	
Contractors Rental 600 AIS Dr SW Grand Rapids, MI 49548 616-538-2400	Rentals	\$ 10,398.95	\$ 10,398.95	\$ -	\$ -	
<b>TOTALS</b>		<b>\$ 2,355,000.00</b>	<b>\$ 571,900.00</b>	<b>\$ 110,000.00</b>	<b>\$ 1,673,100.00</b>	

The subcontractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.

I make the foregoing statement as the subcontractor or as \_\_\_\_\_ of the subcontractor to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being MCL Section 570.1109.

**WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONTRUCTION LIEN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.**

  
Christina Mode

**WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION MCL 570.1110.**

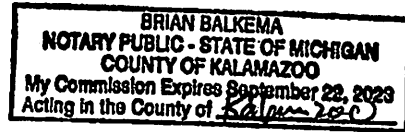
Subscribed and sworn to before me on this 17<sup>th</sup> day of July, 2023.

Brian Balkema  
Notary Public

Kalamazoo County, Michigan

Acting in Kalamazoo County

My commission expires: 09/22/2023





**CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT**

Project: Schupan Processing Midlink  
Park Circle Drive  
3400 Covington Rd  
Kalamazoo, MI 49001

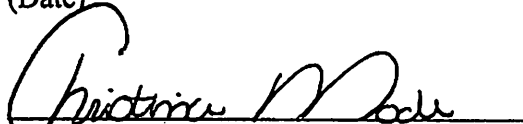
On receipt by the undersigned of a check from Green Aluminum in the sum of ONE HUNDRED EIGHTY FOUR THOUSAND FOUR HUNDRED DOLLARS AND NO CENTS (184,400.00) payable to James E. Fulton & Sons, Inc., and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the above referenced project to the following extent.

This release covers a progress payment for all labor, services, equipment and materials furnished to the project site or to Green Aluminum through 5/31/2023 only and does not cover any retention, pending modifications and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

5/24/2023

(Date)



(Signature)

Controller

(Title)

## SWORN STATEMENT

STATE OF Michigan

)SS

COUNTY OF Kalamazoo

Christina Mode, Controller

being duly sworn, deposes and says:

That he makes this Sworn Statement on behalf of James E. Fulton & Sons,  
who is a contractor for an improvement to the following described real property situated in  
Kalamazoo, Michigan and described as follows:

**Green Aluminum  
Park Circle Drive  
3400 Covington Rd  
Kalamazoo, MI 49001**

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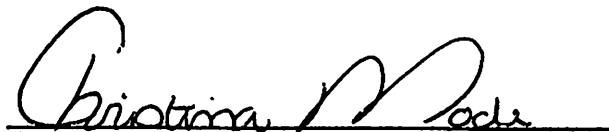
Name, address and telephone number of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Previously Paid	Amount Currently Owing	Balance to Complete
James E. Fulton & Sons 2516 Miller Road Kalamazoo, MI 49001 269-385-3311	Labor/Equipment	\$ 1,098,668.91	\$ 243,848.94	\$ 142,066.78	\$ 712,953.19
Balleys 1727 Construction Drive Kalamazoo, MI 49048 269-349-1585	Materials	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00
Etna PO Box 772107 Detroit, MI 48277 616-241-2001	Materials	\$ 275,000.00	\$ 123,819.97	\$ 42,333.22	\$ 108,846.81
QPI Precast & Supply 7800 Adobe Road Kalamazoo, MI 49009 269-342-0539	Materials	\$ 39,000.00	\$ -	\$ -	\$ 39,000.00
Aggregate Resources, Inc 1500 River Street Kalamazoo, MI 49048 269-345-5289	Materials	\$ 92,000.00		\$ -	\$ 92,000.00
S&T Landscape	Subcontractors	\$ 108,000.00	\$ -	\$ -	\$ 108,000.00

3393 South 6th Street Kalamazoo, MI 49009 269-375-0334					
Lakeland Asphalt 548 Avenue A Battle Creek, MI 49037 269-864-1720	Subcontractors	\$ 550,000.00	\$ -	\$ -	\$ 550,000.00
Remmington Concrete 26542 Red Arrow Highway Mattawan, MI 49071 269-888-5944	Subcontractors	\$ 22,300.00	\$ -	\$ -	\$ 22,300.00
MacAllister Cat Dept 78731 PO Box 78000 Detroit, MI 48278-0731 616-530-2233	Rentals	\$ 9,632.14	\$ 9,632.14	\$ -	\$ -
Contractors Rental 600 AIS Dr SW Grand Rapids, MI 49548 616-538-2400	Rentals	\$ 10,398.95	\$ 10,398.95	\$ -	\$ -
<b>TOTALS</b>		<b>\$ 2,355,000.00</b>	<b>\$ 387,500.00</b>	<b>\$ 184,400.00</b>	<b>\$ 1,783,100.00</b>

The subcontractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.

I make the foregoing statement as the subcontractor or as \_\_\_\_\_ of the subcontractor to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being MCL Section 570.1109.

**WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONTRUCTION LIEN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.**

  
Christina Mode

**WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION MCL 570.1110.**

Subscribed and sworn to before me on this 24<sup>th</sup> day of May, 2023.

Brian Balkema  
Notary Public

Kalamazoo County, Michigan

Acting in Kalamazoo County

My commission expires: 9/22/2023

BRIAN BALKEMA  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF KALAMAZOO  
My Commission Expires September 22, 2023  
Acting in the County of Kalamazoo

### CONDITIONAL WAIVER AND RELEASE ON PROGRESS PAYMENT

Project: Schupan Processing Midlink  
Park Circle Drive  
3400 Covington Rd  
Kalamazoo, MI 49001

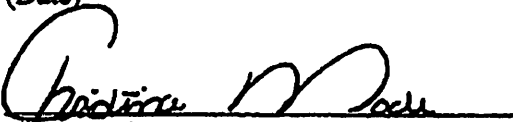
On receipt by the undersigned of a check from Green Aluminum in the sum of ONE HUNDRED THREE THOUSAND DOLLARS AND NO CENTS (103,000.00) payable to James E. Fulton & Sons, Inc., and when the check has been properly endorsed and has been paid by the bank on which it is drawn, this document becomes effective to release any Mechanic's Lien, any state or federal statutory bond right, any private bond right, any claim for payment and any rights under any similar ordinance, rule or statute related to claim or payment rights for persons in the undersigned's position, the undersigned has on the above referenced project to the following extent.

This release covers a progress payment for all labor, services, equipment and materials furnished to the project site or to Green Aluminum through 4/30/2023 only and does not cover any retention, pending modifications and changes or items furnished after said date. Before any recipient of this document relies on it, that person should verify evidence of payment to the undersigned.

The undersigned warrants that he either has already paid or will use the monies he receives from this progress payment to promptly pay in full all of his laborers, subcontractors, materialmen and suppliers for all work, materials, equipment or services provided for or to the above referenced project up to the date of this waiver.

5/3/2023

(Date)



(Signature)

Controller

(Title)

## SWORN STATEMENT

STATE OF Michigan

)SS

COUNTY OF Kalamazoo

Christina Mode, Controller  
being duly sworn, deposes and says:

That he makes this Sworn Statement on behalf of James E. Fulton & Sons,  
who is a contractor for an improvement to the following described real property situated in  
Kalamazoo, Michigan and described as follows:

**Green Aluminum**  
**Park Circle Drive**  
**3400 Covington Rd**  
**Kalamazoo, MI 49001**

That the following is a statement of each subcontractor and supplier with whom James E. Fulton & Sons  
has contracted for performance under the contract with the owner or lessee thereof, and that the  
amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names,  
as follows, for the period ending 4/30/2023:

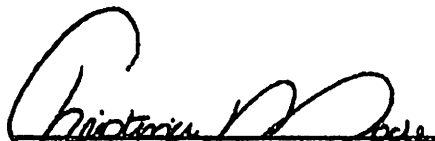
Name, address and telephone number of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Previously Paid	Amount Currently Owing	Balance to Complete
James E. Fulton & Sons 2516 Miller Road Kalamazoo, MI 49001 269-385-3311	Labor/Equipment	\$ 1,099,889.91	\$ 148,882.29	\$ 95,066.65	\$ 855,019.97
Baitaya 1727 Construction Drive Kalamazoo, MI 49048 269-349-1885	Materials	\$ 150,000.00	\$ -	\$ -	\$ 150,000.00
Etna PO Box 772107 Detroit, MI 48277 616-241-2001	Materials	\$ 275,000.00	\$ 116,898.62	\$ 7,933.35	\$ 151,180.03
QPI Precast & Supply 7800 Adobe Road Kalamazoo, MI 49009 269-342-0539	Materials	\$ 39,000.00	\$ -	\$ -	\$ 39,000.00
Aggregate Resources, Inc 1800 River Street Kalamazoo, MI 49048 269-345-5289	Materials	\$ 92,000.00	\$ -	\$ -	\$ 92,000.00
S&T Landscape	Subcontractors	\$ 108,000.00	\$ -	\$ -	\$ 108,000.00

3393 South 6th Street Kalamazoo, MI 49009 269-375-0334						
Lakeland Asphalt 548 Avenue A Battle Creek, MI 49037 269-964-1720	Subcontractors	\$ 650,000.00	\$ -	\$ -	\$ 650,000.00	
Ramington Concrete 28542 Red Arrow Highway Mattawan, MI 48071 269-688-5944	Subcontractors	\$ 22,300.00	\$ -	\$ -	\$ 22,300.00	
MacAllister Cat Dept 78731 PO Box 78000 Detroit, MI 48278-0731 816-630-2233	Rentals	\$ 9,632.14	\$ 9,632.14	\$ -	\$ 9,632.14	
Contractors Rental 600 AIS Dr SW Grand Rapids, MI 49548 616-638-2400	Rentals	\$ 10,398.95	\$ 10,398.95	\$ -	\$ 10,398.95	
<b>TOTALS</b>		<b>\$ 2,355,000.00</b>	<b>\$ 284,600.00</b>	<b>\$ 103,000.00</b>	<b>\$ 1,987,631.09</b>	

The subcontractor has not procured material from, or subcontracted with, any person other than those set forth above and owes no money for the improvement other than the sums set forth above.

I make the foregoing statement as the subcontractor or as \_\_\_\_\_ of the subcontractor to represent to the owner or lessee of the property and his or her agents that the property is free from claims of construction liens, or the possibility of construction liens, except as specifically set forth above and except for claims of construction liens by laborers which may be provided pursuant to Section 109 of the Construction Lien Act, Act No. 497 of the Public Acts of 1980, as amended, being MCL Section 570.1109.

**WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT TO SECTION 109 OF THE CONTRUCTION LIEN ACT TO THE DESIGNEE OR THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.**

  
Christina Mode

**WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS AMENDED, BEING SECTION MCL 570.1110.**

Subscribed and sworn to before me on this 3<sup>rd</sup> day of May, 2023.

B. B. H.  
Notary Public

BRIAN BALKEMA  
NOTARY PUBLIC - STATE OF MICHIGAN  
COUNTY OF KALAMAZOO  
My Commission Expires September 22, 2023  
Acting in the County of Kalamazoo

Kalamazoo County, Michigan

Acting in Kalamazoo County

My commission expires: 09/22/2023



**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with James E. Fulton & Sons, Inc. to provide materials, subcontracting, and/or services for the improvements to the property described as Schupan Processing Mill/Link and hereby waive my/our construction lien to the amount of \$32,160.40 for labor/materials provided through 1/24/2023.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

Check Date: 2/23/2023

Check # 57812

\$32,160.40

**Etna Supply Company**

Signed on: 3/3/23

*Paul Anderson*  
(signature of lien claimant)

Address: 4901 Clay Ave SW  
Grand Rapids, MI  
49548

Telephone: (616) 514-5236

Sign & Return To:  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 269-488-6198

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$91,659.57** for labor/materials provided through **4/12/2023**.

This waiver, together with all previous waivers, if any, (circle one) does / does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

Check Date: **4/19/2023**

Check# **58006**

**\$91,659.57**

**Etna Supply Company**

Signed on: 4/28/23

Vonda Rander Steel

(signature of lien claimant)

Address: 4901 Clay Ave SW  
Grand Rapids MI 49548

Telephone: 616-514-5236

Sign & Return To:  
Email: [waivers@fultonexcavating.com](mailto:waivers@fultonexcavating.com)  
Accounting Fax: 289-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with James E. Fulton & Sons, Inc. to provide materials, subcontracting, and/or services for the improvements to the property described as Schupan Processing Midlink and hereby waive my/our construction lien to the amount of \$9,632.14 for labor/materials provided through 3/9/2023.

This waiver, together with all previous waivers, if any, (circle one) **does**/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

Check Date: 3/31/2023

Check # 57933

\$9,632.14

**MacAllister Rentals**

Signed on: 5/1/2023

Scott Davidson

(signature of lien claimant)

Address: 6300 SOUTHEASTERN AVE

INDIANAPOLIS, IN 46203

Telephone: 317-803-2489

Sign & Return To:  
Email: [wavers@fultonexcavating.com](mailto:wavers@fultonexcavating.com)  
Accounting Fax: 289-488-6188

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

Acct.#  
285303

CK# 57909  
10,398.95

**PARTIAL UNCONDITIONAL WAIVER**

I/we have a contract with **James E. Fulton & Sons, Inc.** to provide materials, subcontracting, and/or services for the improvements to the property described as **Schupan Processing Midlink** and hereby waive my/our construction lien to the amount of **\$10,398.95** for labor/materials provided through **3/8/2023**.

This waiver, together with all previous waivers, if any, (circle one) does/does not cover all amounts due to me/us for the contract improvement provided through the date shown above.

Check Date: **3/22/2023**

Check# **57909**

**\$10,398.95**

**Contractors Rental**

Signed on: 3/28/23

SHAHE STEWART  
(signature of lien claimant)

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

Sign & Return To:  
Email: [wavers@fultonexcavating.com](mailto:wavers@fultonexcavating.com)  
Accounting Fax: 269-488-6196

**DO NOT SIGN BLANK OR INCOMPLETE FORMS. RETAIN A COPY**

## Memo

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

**FROM:** Therese Searles, Senior Brownfield Specialist

**DATE:** February 27, 2025

**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 and W.O. 2024-1**

Update:

***General Review: This month's invoice for consideration includes reimbursement review of the Delta Marriott project, LC Howard review, and planning for the LBRF retreat.***

***Administrative Support:*** KCBRA has tasked Fishbeck with attending the monthly Kalamazoo County Land Bank Authority (KCLBA) meetings and reporting back to the KCBRA board on key takeaways that may be of interest to the Brownfield Authority. ***Expenses for Fishbeck attendance of the January 9<sup>th</sup> KCLBA meeting are included in this month invoice for consideration. Those meeting updates were provided last month. The February 13, 2025 land bank meeting was canceled.***

### 2. YWCA – 550 S. Riverview, Parchment, Michigan

**Project No: 231417 – W.O. 2023-2**

Update:

***The approved scope of services supported through the KCBRA is nearing completion. Fishbeck completed the final performance monitoring event to complete the one-year post-installation performance monitoring in early February. During this on-site monitoring event, Fishbeck also completed training with YWCA staff on how to access the online portal for monitoring and on record retention needs. Fishbeck is finalizing a final report, the Operations Maintenance and Monitoring Plan, that will be provided to YWCA, with a copy furnished to the KCBRA. Following completion of these steps, Fishbeck will essentially be "handing over the keys" of the system to YWCA. It is anticipated that all KCBRA funded services will be complete by early March.***

### 3. Habitat for Humanity Cooper Township Residential Site, 1865 Colby Avenue

**Project No:200252 – W.O. 2025-2**

Update:

***The KCBRA approved a project application last month from Habitat for Humanity (Habitat) seeking funding support to conduct a Phase I Environmental Site Assessment (ESA) and a Ground Penetrating Radar Survey (GPR) for a residential property located at 1865 Colby Avenue in Cooper Township that Habitat wishes to purchase from the Kalamazoo County Land Bank Authority. The residential structure has been demolished and it is unknown whether buried demolition debris remains on site that could complicate redevelopment. Fishbeck has initiated services and is working through site access and questionnaire communications.***

General Environmental Review  
Budget and Cost Summary

Number		Site/Phase	Budget Estimates		Actual				
Project	W.O.		Total	County Funding	Invoice #	Invoice Date	Invoice Amount	Task Budget Remaining	Total Budget Remaining
230454	2023-1	General Environmental Review (2023)	\$ 14,000.00	\$ 14,000.00	420292	2/16/2023	\$160.00		
					421238	3/16/2023	\$315.00		
					423214	5/10/2023	\$2,147.75		
					424170	6/8/2023	\$2,226.61		
					425333	7/12/2023	\$2,294.95		
					426213	8/7/2023	\$806.25		
					427541	9/7/2023	\$1,420.00		
					429022	10/9/2023	\$963.75		
					429750	11/2/2023	\$652.50		
					431430	12/7/2023	\$585.00		
					432686	1/9/2024	\$365.00		
		Phase Subtotal	\$ 14,000.00	\$ 14,000.00			\$11,936.81		\$2,063.19
		Contractual Administrative (2023)	\$ 6,000.00	\$ 6,000.00	421238	3/16/2023	\$315.00		
					423214	5/10/2023	\$288.75		
					432686	1/9/2024	\$679.50		
		Phase Subtotal	\$ 6,000.00	\$ 6,000.00			\$1,283.25		\$4,716.75
		2023 Project Total	\$20,000.00	\$20,000.00			\$13,220.06		\$6,779.94
230454	2024-1	General Environmental Review (2024)	\$ 14,000.00	\$ 14,000.00	433684	2/13/2024	\$1,142.50		
					434692	3/12/2021	\$627.50		
					435834	4/10/2024	\$1,120.00		
					436931	5/13/2024	\$922.50		
					438958	6/18/2024	\$1,772.00		
					439225	7/9/2024	\$800.00		
					441203	8/13/2024	\$1,138.00		
					442374	9/12/2024	\$2,024.75		
					443527	10/11/2024	\$1,690.00		
					444673	11/7/2024	\$1,205.00		
					445828	12/4/2024	\$212.50		
					447349	1/14/2025	\$683.24		
		Phase Subtotal	\$ 14,000.00	\$ 14,000.00			\$13,337.99		\$662.01
		Contractual Administrative (2024)	\$ 3,000.00	\$ 3,000.00					
					441203	8/13/2024	\$210.00		
					442374	9/12/2024	\$273.00		
					443527	10/11/2024	\$220.50		
					444673	11/7/2024	\$351.05		
					445828	12/4/2024	\$375.00		
		Phase Subtotal	\$ 3,000.00	\$ 3,000.00			\$1,429.55		\$1,570.45





**General Environmental Review  
Budget and Cost Summary**

Number		Site/Phase	Budget Estimates		Actual				
Project	W.O.		Total	County Funding	Invoice #	Invoice Date	Invoice Amount	Task Budget Remaining	Total Budget Remaining
					07282	1/14/2021	\$645.73	\$4,232.27	\$4,232.27
					07465	3/9/2021	\$446.25	\$3,786.02	\$3,786.02
					07514	4/8/2021	\$301.77	\$3,484.25	\$3,484.25
					07669	5/21/2021	\$402.50	\$3,081.75	\$3,081.75
					07764	6/16/2021	\$26.25	\$3,055.50	\$3,055.50
					07955	8/9/2021	\$78.75	\$2,976.75	\$2,976.75
					08127	10/6/2021	\$26.25	\$2,950.50	\$2,950.50
					08659	2/18/2022	\$52.50	\$2,898.00	\$2,898.00
					08768	3/10/2022	\$26.25	\$2,871.75	\$2,871.75
					08840	4/8/2022	\$262.50	\$2,609.25	\$2,609.25
					08975	5/10/2022	\$172.50	\$2,436.75	\$2,436.75
					09125	6/13/2022	\$28.75	\$2,408.00	\$2,408.00
					09390	8/18/2022	\$57.50	\$2,350.50	\$2,350.50
					09618	10/12/2022	\$86.25	\$2,264.25	\$2,264.25
					09744	11/9/2022	\$373.75	\$1,890.50	\$1,890.50
					09856	12/12/2022	\$230.00	\$1,660.50	\$1,660.50
					421239	3/16/2023	\$28.75	\$1,631.75	\$1,631.75
					423213	5/10/2023	\$86.25	\$1,545.50	\$1,545.50
					424171	6/8/2023	\$1,437.50	\$108.00	\$108.00
						<b>Project Subtotal</b>	<b>\$13,100.00</b>		<b>\$108.00</b>
<b>190148</b>	<b>2019-4</b>	<b>Paper City Development LLC, Vicksburg, Michigan - EGLE Loan Oversight</b>			05789	9/6/2019	\$1,470.00	\$38,530.00	\$38,530.00
		<b>W.O. Approved</b>	<b>\$ 40,000.00</b>	<b>\$40,000.00</b>	05896	10/7/2019	\$787.50	\$37,742.50	\$37,742.50
					05994	11/7/2019	\$1,242.50	\$36,500.00	\$36,500.00
					06128	12/9/2019	\$280.00	\$36,220.00	\$36,220.00
					06214	1/7/2020	\$105.00	\$36,115.00	\$36,115.00
					'06330	2/7/2020	\$385.00	\$35,730.00	\$35,730.00
					06441	3/19/2020	\$840.00	\$34,890.00	\$34,890.00
					06516	4/8/2020	\$271.25	\$34,618.75	\$34,618.75
					06580	5/12/2020	\$840.00	\$33,778.75	\$33,778.75
					06656	6/17/2020	\$236.25	\$33,542.50	\$33,542.50
					06713	7/9/2020	\$130.00	\$33,412.50	\$33,412.50
					06809	8/11/2020	\$78.75	\$33,333.75	\$33,333.75
					06896	9/8/2020	\$315.00	\$33,018.75	\$33,018.75
					06982	10/12/2020	\$297.50	\$32,721.25	\$32,721.25
					07042	11/5/2020	\$52.50	\$32,668.75	\$32,668.75
					07162	12/7/202	\$78.75	\$32,590.00	\$32,590.00
					07346	2/5/2021	\$52.50	\$32,537.50	\$32,537.50
					07464	3/9/2021	\$262.50	\$32,275.00	\$32,275.00
					07515	4/8/2021	\$35.00	\$32,240.00	\$32,240.00
					07670	5/21/2021	\$700.00	\$31,540.00	\$31,540.00
					07956	8/9/2021	\$131.25	\$31,408.75	\$31,408.75
					08051	9/14/2021	\$26.25	\$31,382.50	\$31,382.50
					08355	12/7/2021	\$210.00	\$31,172.50	\$31,172.50
					08767	3/10/2022	\$288.75	\$30,883.75	\$30,883.75
					08839	4/8/2022	\$393.75	\$30,490.00	\$30,490.00
					08976	5/10/2022	\$28.75	\$30,461.25	\$30,461.25
					09126	6/13/2022	\$86.25	\$30,375.00	\$30,375.00
					422268	4/17/2023	\$28.75	\$30,346.25	\$30,346.25
						<b>Project Subtotal</b>	<b>\$9,653.75</b>		<b>\$30,346.25</b>





## Memo

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

**FROM:** Therese Searles, Senior Brownfield Specialist

**DATE:** February 27, 2025

**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, Amendment No. 4

Update:

*Preparation of meeting materials and preparation of the quarterly report were completed this month. Annual updates to the QAPP were also initiated and billed under the programmatic task as the QAPP task is out of budget.*

**2. J. Smith Laundry and Apartments, 802 N. Westnedge Ave., 438 and 442 W. Frank St., Kalamazoo, Michigan**  
Project No: 241171 – W.O. 18. Amendment No. 1

Update:

Jeremiah Smith Enterprises 2, LLC desires to acquire and develop the three undeveloped parcels, located at 802 N. Westnedge Avenue, 438 and 442 W. Frank Street, into J. Smith Laundry and Apartments. Most recently the project has been described as Northside Laundry. Mr. Smith has a Letter of Intent in place and has site control of the property. It is anticipated that development activities would commence in Spring of 2025 with an anticipated completion date of Spring 2026.

The initial Work Order #18 was approved in June to authorize preparation of U.S. EPA eligibility, and a Phase I Environmental Site Assessment (ESA). Phase I ESA & Phase II ESA activities were previously completed in 2013 based upon multiple concerns including historical automotive service operations, the presence of fill material, and adjoining properties. Phase II ESA sampling in 2013 resulted in the identification of PNAs in soil in excess of current EGLE cleanup criteria. Amendment No. 1 to Work Order 18 was approved by the KCBRA board in July to conduct a Phase II ESA, preparation of a BEA and Due Care documentation, and preparation of a Brownfield Plan. Concurrence on site eligibility from the USEPA took much longer than anticipated, but was received on August 15, 2024. The Phase I ESA is complete and identified two Recognized Environmental Conditions (RECs): The historical use of the Subject Property as an automotive repair and service business from 1998 to 2009 was identified as an REC. Also, the presence of fill material on the Subject Property and the 2013 identification of select PNAs in soil at levels exceeding current Part 201 GRCC was identified as an REC.

The Phase II ESA sampling of soil, groundwater, and soil gas has been completed, and the report has been finalized. The presence of petroleum-based VOCs and metals in soil and groundwater above EGLE cleanup criteria demonstrates that the parcels meet the definition of a “facility” as defined by Part 201 of NREPA. The “facility” designation indicates that the preparation of a BEA will be applicable to a new owner/operator of the parcels in order to obtain an exemption to remedial liability for pre-existing contaminant conditions and that “due care” considerations will be applicable going forward.

***Meetings regarding Brownfield planning and the overall project status have occurred with Jeremiah Smith, his development partners, the City of Kalamazoo, Fishbeck, KCBRA staff, and EGLE. EGLE has reviewed the provided environmental reports and has indicated the risk is small and manageable. Predevelopment funding is still being secured and other phases of the project are on hold until this funding is secured.***

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

Number	Project	W.O.	Grant Task	Activity	Budget Estimates	Actual			Project Budget Remaining	
						Invoice No.	Invoice Date	Total Invoiced Amount	Total	Project Complete
				<b>Initial Grant Award</b>	\$ 300,000.00					
				Task 1 - Phase I ESAs	\$ 45,000.00			\$ 27,742.80	\$ 17,257.20	
				Task 2 - Phase II ESAs and BEA/DC	\$ 204,000.00			\$ 166,847.29	\$ 37,152.71	
				Task 3 - Brownfield Plans	\$ 36,000.00			\$ 65,778.24	\$ (29,778.24)	
				Task 4 - Community Outreach, Programmatic, Travel	\$ 15,000.00			\$ 21,552.89	\$ (6,552.89)	
								\$ 281,921.22	\$ 18,078.78	
County			4	Personnel	\$ 1,200.00			\$ -	\$ 1,200.00	
County			4	Travel	\$ 6,000.00		KCBRA Travel	\$ 5,072.56	\$ 927.44	
County			4	Supplies	\$ 1,500.00			\$ -	\$ 1,500.00	
County			4	Other	\$ -			\$ -	\$ -	
				<b>County Subtotal</b>	\$ 8,700.00	<b>County Subtotal</b>		\$ 5,072.56	<b>County Subtotal</b>	\$ 3,627.44
				Contractual - Envirologic Technologies, Inc.	\$ 291,300.00			\$ -	\$ -	
<b>210220</b>	<b>1</b>	<b>2</b>	<b>QAPP Preparation</b>	<b>\$ 5,000.00</b>		Invoice Total	08272 11/10/2021	\$ 118.50		
							08354 12/7/2021	\$ 1,440.75		
							08471 1/6/2022	\$ 444.75		
							435839 4/10/2024	\$ 237.54		
							436942 5/13/2024	\$ 59.39		
							438963 6/18/2024	\$ 190.40		
							439230 7/9/2024	\$ 108.67		
						Project Subtotal		\$ 2,600.00	Project Subtotal	\$ 2,600.00
									Budget Returned	\$ 2,400.00
										\$ -
						Invoice Breakdown				
							08272 11/10/2021	\$ 118.50		
							08354 12/7/2021	\$ 1,440.75		
							08471 1/6/2022	\$ 444.75		
						Phase Subtotal		\$ 2,004.00	Phase Subtotal	\$ -
<b>210220</b>	<b>1</b>	<b>2</b>	<b>QAPP - ANNUAL UPDATES</b>	<b>\$ 596.00</b>		Invoice Total	435839 4/10/2024	\$ 237.54		
							436942 5/13/2024	\$ 59.39		
							438963 6/18/2024	\$ 190.40		
						Invoice Total	439230 7/9/2024	\$ 108.67		
						Project Subtotal		\$ 596.00	Phase Subtotal	\$ -
<b>210229</b>	<b>2</b>	<b>4</b>	<b>Community Outreach and Programmatic</b>	<b>\$ 2,500.00</b>		Invoice Total	09661 2/18/2022	\$ 132.02		
			<b>Amendment #1 (approved 5-25-23)</b>	<b>\$ 2,500.00</b>			08841 4/8/2022	\$ 104.56		
			<b>Amendment #2 (approved 11-16-23)</b>	<b>\$ 4,300.00</b>			08977 5/10/2022	\$ 359.38		
			<b>Amendment #3</b>	<b>\$ 4,000.00</b>			09127 6/13/2022	\$ 341.14		
			<b>Amendment #4</b>	<b>\$ 4,800.00</b>			09389 8/18/2022	\$ 209.13		
				<b>\$ 18,100.00</b>			09619 10/12/2022	\$ 41.83		
							09745 11/9/2022	\$ 352.93		
							09857 12/12/2022	\$ 345.06		
							09921 1/5/2023	\$ 73.20		
							420295 2/16/2023	\$ 189.15		
							421240 3/16/2023	\$ 66.05		
							423211 5/10/2023	\$ 625.56		
							424176 6/8/2023	\$ 334.25		
							425337 7/12/2023	\$ 286.50		
							426222 8/7/2023	\$ 1,093.13		
							427546 9/7/2023	\$ 334.25		
							429749 11/2/2023	\$ 1,024.11		
							431429 12/7/2023	\$ 209.58		
							432665 1/8/2024	\$ 334.25		
							433880 2/13/2024	\$ 801.25		
							434691 3/12/2024	\$ 382.00		
							435833 4/10/2024	\$ 286.50		
							436929 5/13/2024	\$ 1,053.23		
							438957 6/18/2024	\$ 320.94		
							439223 7/9/2024	\$ 382.00		
						Invoice Total	441202 8/13/2024	\$ 1,698.71		
						Invoice Total	442361 9/12/2024	\$ 734.83		
						Invoice Total	444752 11/11/2024	\$ 1,182.68		
						Invoice Total	447348 1/14/2025	\$ 2,087.83		
						<b>Invoice Total</b>	<b>448685* 2/14/2025</b>	<b>\$ 1,094.28</b>		
						Project Subtotal		\$ 16,480.33	Project Subtotal	\$ 1,619.67
<b>210265</b>	<b>3</b>	<b>2</b>	<b>1001 2nd Street, Kalamazoo</b>	<b>\$ 17,695.01</b>		Invoice Total	08771 3/14/2022	\$ 10,823.90		X
							08842 4/8/2022	\$ 3,021.18		
							08978 5/10/2022	\$ 156.15		
							09513 9/16/2022	\$ 1,016.80		
						Project Subtotal		\$ 15,018.03	Project Subtotal	\$ 2,676.98
									Budget Returned	\$ 2,676.98
									Budget Remaining	\$ -
						Invoice Breakdown				
							08771 3/14/2022	\$ 10,823.90		
							08842 4/8/2022	\$ 1,489.25		
						Phase Subtotal		\$ 12,313.15	Phase Subtotal	\$ 581.85
							08842 4/8/2022	\$ 1,531.93		
							08978 5/10/2022	\$ 156.15		
							09513 9/16/2022	\$ 216.80		
						Phase Subtotal		\$ 1,904.88	Phase Subtotal	\$ 2,095.12
							09513 9/16/2022	\$ 800.00		
						Phase Subtotal		\$ 800.00	Phase Subtotal	\$ -
<b>220128</b>	<b>5</b>	<b>2</b>	<b>NACD - Ransom and North St.</b>	<b>\$ 52,850.00</b>		Invoice Total	09243 7/12/2022	\$ 614.29		X
							09296 8/4/2022	\$ 12,499.46		
							09409 9/7/2022	\$ 2,778.21		
							09636 10/21/2022	\$ 4,152.64		
							09663 11/3/2022	\$ 875.04		
							09859 12/12/2022	\$ 3,599.99		
							09924 1/5/2023	\$ 2,881.90		
							421464 3/23/2023	\$ 25,002.47		
						Project Subtotal		\$ 62,404.00	Project Subtotal	\$ 446.00
									Budget Returned	\$ 446.00
										\$ -
						Invoice Breakdown				
							09243 7/12/2022	\$ 614.29		
							09296 8/4/2022	\$ 12,499.46		
							09409 9/7/2022	\$ 2,778.21		
							09636 10/21/2022	\$ 4,152.64		
							09663 11/3/2022	\$ 875.04		
							09859 12/12/2022	\$ 3,599.99		
							09924 1/5/2023	\$ 2,881.90		
						Phase Subtotal		\$ 216.34	Phase Subtotal	\$ 1,149.53
							09243 7/12/2022	\$ 614.29		
							09296 8/4/2022	\$ 12,499.46		
							09409 9/7/2022	\$ 2,778.21		
							09636 10/21/2022	\$ 4,152.64		
							09663 11/3/2022	\$ 875.04		

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

Line Item #	Phase	Activity	Amount	Invoice #	Date	Amount	Phase Subtotal	Project Subtotal	Budget Returned	Budget Remaining			
2		604 N. Westnedge (Phase II, UST Site Assessment)	\$ 29,350.00										
		Amendment #1	\$ 7,000.00	09243	7/12/2022	\$ 290.16							
		Amendment #2	\$ 5,500.00	09296	8/4/2022	\$ 6,821.95							
			\$ 41,850.00	09409	9/7/2022	\$ 2,626.58							
				09636	10/21/2022	\$ 671.78							
				09663	11/3/2022	\$ 658.70							
				09859	12/12/2022	\$ 3,599.99							
				09924	1/5/2023	\$ 2,881.90							
				421464	3/23/2023	\$ 25,002.47							
						\$ 42,553.53							
								Phase Subtotal	\$ (703.53)				
220129	4	1,2	NACD - Church and Frank Street Parcels	\$ 25,000.00									
					Invoice Total	09245	7/12/2022	\$ 2,597.81			X		
						09295	8/4/2022	\$ 11,669.06					
						09410	9/7/2022	\$ 1,959.60					
						09637	10/21/2022	\$ 460.60					
						429755	11/2/2023	\$ 71.63					
								\$ 16,758.16		Project Subtotal	\$ 8,241.84		
										Budget Returned	\$ 8,241.84		
											Budget Remaining	\$ -	
		1	Eligibility and Phase I ESAs	\$ 6,000.00									
					09245	7/12/2022	\$ 2,443.58						
					09295	8/4/2022	\$ 2,358.48						
					09410	9/7/2022	\$ 1,959.60						
					09637	10/21/2022	\$ 248.33						
						\$ 7,009.99		Phase Subtotal	\$ (1,009.99)				
		2	GPR Surveys	\$ 19,000.00									
					09245	7/12/2022	\$ 154.23						
					09295	8/4/2022	\$ 9,310.58						
					09637	10/21/2022	\$ 211.73						
					429755	11/2/2023	\$ 71.63						
						\$ 9,748.17		Phase Subtotal	\$ 9,251.83				
220154	6	3	Parchment Mill Site	\$ 20,000.00									
			Amendment #1	\$ 2,000.00									
				\$ 22,000.00									
					Invoice Total	09391	8/22/2022	\$ 4,442.58				X	
						09515	9/16/2022	\$ 3,183.01					
						09629	10/17/2022	\$ 1,806.40					
						09673	11/4/2022	\$ 2,343.59					
						09860	12/12/2022	\$ 3,865.38					
						09922	1/5/2023	\$ 400.46					
						420293	2/16/2023	\$ 115.95					
						421241	3/16/2023	\$ 573.53					
						422260	4/13/2023	\$ 945.75					
						423212	5/10/2023	\$ 1,214.35					
			426223	8/7/2023	\$ 3,109.00								
					\$ 22,000.00		Project Subtotal	\$ -					
230922	7	2,3	Watershed LLC - 6667 Stadium Drive, Oshtemo Township	\$ 8,000.00									
						424169	6/8/2023	\$ 548.40					
								\$ 548.40		Project Subtotal	\$ 7,451.60		
										Budget Returned	\$ 7,451.60		
											Budget Remaining	\$ -	
					2	Eligibility and Asbestos Survey	\$ 5,000.00						
								424169	6/8/2023	\$ 548.40			
						\$ 548.40		Phase Subtotal	\$ 4,451.60				
		3	Brownfield Plan Evaluation	\$ 3,000.00									
								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					
						426125	7/19/2023	\$ 2,303.21					
						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					
								\$ 26,000.00		Project Subtotal	\$ 4,000.00		
										Budget Returned	\$ 4,000.00		
											Budget Remaining	\$ -	
					1	Eligibility and Phase I	\$ 4,000.00						
								424166	6/8/2023	\$ 1,696.79			
								426125	7/19/2023	\$ 2,303.21			
									\$ 4,000.00		Phase Subtotal	\$ -	
					2	Phase II Budget Adjustment (approved 1-18-2024)	\$ 18,000.00 \$ 4,000.00 \$ 22,000.00						
								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						
						\$ 22,000.00		Phase Subtotal	\$ -				
		2	Bea/Due Care	\$ 4,000.00									
								Phase Subtotal	\$ 4,000.00				
		3	Brownfield Plan Budget Adjustment to support expanded scope of PII (1-18-24)	\$ 4,000.00 \$ (4,000.00) \$ -									
								Phase Subtotal	\$ -				











<b>Postage</b>	
Jan-March	
April-June	
July-Sept.	
Oct.-Dec.	
<b>Total</b>	<b>\$ -</b>

<b>Printing</b>	
Jan-March	
April-June	
July-Sept.	
Oct.-Dec.	
<b>Total</b>	<b>\$ -</b>

<b>Office Supplies</b>	
<b>Total</b>	<b>\$ -</b>

<b>Contractual</b>	
<i>Fishbeck 2/14/25</i>	<i>\$ 1,802.50</i>
<b>Total</b>	<b>\$ 1,802.50</b>

<b>Contractual Op.</b>	
<i>Fishbeck 2/14/25</i>	<i>\$ 220.22</i>
<b>Total</b>	<b>\$ 220.22</b>

<b>Site Study</b>	
<i>Fishbeck 2/14/25</i>	<i>\$ 285.25</i>
<b>Total</b>	<b>\$ 285.25</b>

<b>Contractual - Other</b>	
<b>Total</b>	
<b>\$ -</b>	

<b>Communication - Internal</b>	
Network Jan.-March	
Network April-June	
Network July-Sept.	
Network Oct.-Dec.	
<b>Total</b>	<b>\$ -</b>

<b>Communication</b>	
<b>Total</b>	<b>\$ -</b>

<b>Travel</b>	
<b>Total</b>	<b>\$ -</b>

<b>Marketing</b>	
<b>Total</b>	<b>\$ -</b>

<b>Employee Training</b>	
<b>Total</b>	<b>\$ -</b>

<b>Miscellaneous</b>	
<b>Total</b>	<b>\$ -</b>

<b>Indirect Cost alloc.</b>	
<b>Total</b>	<b>\$ -</b>

<b>Interest Expense</b>	
<b>Total</b>	<b>\$ -</b>

<b>Salaries</b>	
Salary R Q1	
Salary M Q1	
Fringe Q1	
Salary R Q2	
Salary M Q2	
Fringe Q2	
Salary Q3 R	
Salary Q3 M	
Fringe Q3	
Salary Q4 R	
Salary Q4 M	
Fringe Q4	
<b>Total</b>	<b>\$ -</b>

<b>Total Expenses</b>	<b>\$ 2,307.97</b>
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KCBRA Admin Account Balance \$694,251.86

Estimated KCBRA Fund amounts with Encumbrances & TIR Held for Reimbursements

Fund 243 General Fund \$1,882,389.19  
 Fund 242 LBRF \$4,811,099.26

HYBRID 2024 YE & 2025 BEGINNING

MUNIS Actual    MUNIS Actual

2023 MUNIS BRA TOTAL YEAR END	4,455,282.02
ESTIMATED TOTAL FUND BALANCE AS OF 12/13/24	\$7,420,113.74
ESTIMATED 2024 BRA Carry Forward Administrative Fund Balance	\$691,751.87
<b>ESTIMATED Administrative Fund Balance as of 2/21/25</b>	<b>\$694,251.86</b>

BRA Fund 243 for 2024 (Formerly Fund 247)	Revenues	Expenses	Estimated Pending reimb.	REV-EXP	
County BRA (acct 24370300-)		-0.01		0.01	MUNIS Actual, Admin Expense (D6)
Dividends	156,574.29			156,574.29	
Service Fees (application fee payments)	7,500.00				
3rd Party Reimbursements	31,648.51				
Midlink local TIR tax (acct 24370301-420.00)	427,550.13			427,550.13	
Midlink school TIR tax (acct 24370301-420.01)	492,654.42			492,654	
Midlink Admin chg		47,661.95			
General Mills local TIR (acct 24370304-420.00)	109,703.68			7,672	
General Mills school TIR (acct 24370304-420.01)				0	
General Mills Admin chg		7,038.16			
9008 Portage Road local TIR (acct 24370303-420.00)	4,411.79	4,159.00		253	
9008 Portage Road school TIR (acct 24370303-420.01)	3,247.64	2,834.64		413	
9008 Portage Road Admin Chg		393.91			
555 E. Eliza St. Local TIR (24370306-420.00)	32,328.06	9,717.00		22,611	
555 E. Eliza St. School TIR (24370306-420.01)	6,718.11	283.00		6,435	
555 E. Eliza St. Admin Chg		3,195.69			
232 LLC (24370307-420.00)	5,785.97	5,595.01		191	
232 LLC Admin. Chg		360.33			
Blackbird Billiards local TIR (24370308-420.00)	2,106.77	1,015.19		1,092	
Blackbird Billiards School TIR (24370308-420.01)	13.83	718.50		-704.67	
Blackbird Billiards Admin Chg		81.52			
Kalamazoo West Prof Ctr Local TIR (24370310-010)	4,765.48	4,608.20		157.28	
Kalamazoo West Admin. Chg		254.14			
Metal Mechanics Local TIR (24370311-420.00)	5,554.31	5,224.57		330	
Metal Mechanics School TIR (24370311-420.01)				0	
Metal Mechanics Admin. Chg.		283.26			
Scanell/Project Spartan Local TIR (24370318-420.00)	1,132,432.14	485,127.35		647,305	
Scanell/Project Spartan School TIR (24370318-420.01)	0.00			0	
Scanell/Project Spartan Admin. Chg.		5,492.58			
Schupan Local	31,749.47				
Schupan State	60,107.61				
Schupan Admin. Chg		7,019.61			
Stryker Local (24370313-420.00)	488,410.00	216,853.20		271,557	
Stryker School (24370313-420.01)	370,905.67	220,792.00		150,114	
Stryker Admin. Chg					
Stadium Park Way Local (24370314-420.00)	134,880.26			134,880	
Stadium Park Way School (24370314-420.01)				0	
Stadium Park Way Admin Chg		3,110.99			
383 S. Pitcher St Local TIR (24370315-420.00)	14,718.20	13,918.09		800	
383 S. Pitcher School TIR (24370315-420.01)	9,524.73	8,317.73		1,207	
383 S. Pitcher Admin Chg		1,272.38			
Vickburg Mill (24370316)					
Vicksburg Mill Admin. Chg					
Delta Marriott (24370317) Local TIR	54,491.94				
Delta Marriott School TIR					
Delta Marriott Admin. Chg		2,986.45			
2 and 10 Mills St. (Environmental Work)					
Graphic Packaging Local TIR (24370319-420.00)	270,711.15			270,711	
Graphic Packaging School TIR (24370319-420.01)	166,589.56			166,590	
Graphic Packaging Admin Chg		23,295.13			
IPUSA Local TIR (24370320-420.00)	109,210.46				
IPUSA State TIR (24370320-420.01)	9,381.45				
IPUSA Admin. Charge		10,320.76			
KALSEE Credit Union Local TIR (24370321-420.00)	33,855.73	12,133.05			
KALSEE Credit Union State TIR (24370321-420.01)	12,341.49	11,499.46			
KALSEE Credit Union Admin. Charge		1,245.89			
Landscape Forms, Inc.		6,201.16			
615 W. Kalamazoo Ave. (Environmental work)	12,619.63				
619 Porter St. (Environmental work)					correction from 8/22/24
<b>BRA ACTUAL TOTAL 2024 AS OF 2/21/24</b>	<b>4,189,872.85</b>	<b>1,225,041.13</b>	<b>-</b>	<b>2,964,832</b>	<b>2,964,832      7,420,114</b>

2020-24 Pending remaining of approved Work Orders & Other Expenses				
<b>General Fund</b>				
WO#17 - Gen Env. Consulting, Ammend. #1			85	unused in 2017
WO#2018-1 - General Env. Consulting			20	unused in 2018
WO#19 - Checker Motors MDEQ SSA grant application			\$1179 + \$58 application	
WO# 2018-2 ET Annual Report Assistance			25	unused in 2018
WO# 2018-3 Website Assistance -Envirologic			42.5	unused in 2018
Web Hosting (annual expense)			0	Remaining amount in W.O.
WO# 2019-1 General Environmental Consulting			1,516.25	unused in 2019
WO# 2019-3 General Env. Review 2018 Annual report			447.50	unused in 2019
WO# 2020-1 General Environmental Review ET			7,273.75	unused in 2020
WO#2021-1 General Env. + Admin. Envirologic			16,393.75	unused in 2021
WO#2022-1 General Environmental + admin			11,722.50	unused in 2022
WO#2023-1 General Environmental + Admin			6,780.44	unused in 2023
WO #2024-1 General Environmental + Admin		2,309.96		Remaining amount in W.O.
WO# 2025-1 General Environmental + Admin		18,977.28		amount remaining in w.o.
WO# 2025-2 Habitat for Humanity		2,714.75		amount remaining in w.o.
<b>Fund 243 (247) Work Order TOTAL</b>		<b>2,309.96</b>		<b>7,417,804</b>

Local Brownfield Revolving Fund 242	Revenues	Expenses		
Dividends Summary for 2024	172,790		Michigan CLASS \$4.6M	
440 LLC - Funding Request		0.00	Remaining amount in W.O.	
WO#2021-2 3800 Wynn Rd General Env.		6,832.02	Remaining amount in W.O.	4,811,099
WO#2023-2 YWCA VMI system (GRA)		15,093.78	Remaining amount in W.O.	
WO#2023-3 436 W. Willard Street (LRA)		0.00	Remaining amount in W.O.	
555 Eliza Street/ Lee Street Expansion (LRA)		394,500.00		
WO# 2025-2 Habitat for Humanity		2,100.00	Remaining amount in W.O.	
<b>Fund 242 (643) Work Order Total</b>		<b>418,525.80</b>		
<i>total work orders &amp; other expenses from both accounts</i>		<b>420,835.76</b>		

Estimated totals for Projects w/ Pending Invoice Packets not yet submitted for Eligible Expenses to Developers (with required documentation)

Delta Marriott Invoices (estimated)	82,473.15
IPUSA (pending 11/21/24)	2,350,921.26
100 Island Ave., LLC (TBD)	
Stadium Park Way (pending 11/21/24)	145,149.62
Graphic Packaging (TBD)	
<b>ESTIMATED Total Remaining (w/remaining encumbrances TBD)</b>	<b>4,839,259.75</b>

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
Transfer 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		
Transfer 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		
Fishbeck WO#2023-3 436 W. Willard Street 2/22/24		13,707.93	
Fishbeck WO#2023-2 YWCA 3/13/24		87,897.02	
Fishbeck WO #2023-2 YWCA 4/10/24		1,384.65	
Fishbeck WO# 2023-3 436 W. Willard Street 4/10/24		10,292.01	
Dividends from Michigan CLASS investment \$4.6 M 4/30/24	10,865.65		
Dividends from Michigan CLASS investment \$4.6 M 5/31/24	21,086.11		
Dividends from Michigan CLASS investment \$4.6 M 6/30/24	20,503.72		
Fishbeck WO #2023-2 YWCA 7/9/24		537.50	
Dividends from Michigan CLASS investment \$4.6 M 7/31/24	21,345.92		
Transfer from KALSEE Credit Union 8/22/24	2,036.46		
Transfer from Stryker 8/22/24	245,614.16		
Dividends from Michigan CLASS investment \$4.6 M 8/31/24	21,303.34		
Transfer from 9008 Portage Road 9/26/23	2,834.64		
Dividends from Michigan CLASS investment \$4.6 M 9/30/24	20,186.23		
Fishbeck WO #2023-2 YWCA 10/10/24		437.55	
Dividends from Michigan CLASS investment \$4.6 M 10/31/24	19,822.86		
Transfer from Scannell 11/21/24	119,331.26		
Dividends from Michigan CLASS investment \$4.6 M 11/30/24	18,767.70		
Fishbeck WO #2023-2 YWCA 12/2/24		115.00	
Dividends from Michigan CLASS investment \$4.6 M 12/31/24	18,908.38		
Fishbeck WO #2023-2 YWCA 2/10/25		4,534.50	
Subtotals	5,393,318.73	163,693.67	5,229,625.06
<b>Fund 242 TOTAL to date \$ 5,229,625.06</b>			

<b>Estimated amount less encumbrances</b>	<b>4,811,099.26</b>	<i>See Expense Detail 2024 for outstanding workorders</i>	
<b>Total Dividend Deposits for 2024</b>	<b>172,789.91</b>		
Total Project Revenues for 2024	369,816.52		
Total Project Expenses for 2024	114,371.66		