
KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

MEETING DATE: Thursday, April 24, 2025
PLACE OF MEETING: 201 W. Kalamazoo Ave. Kalamazoo, MI 49007 Room 207-A
TIME: 3:00 pm

AGENDA

Link to join Webinar

<https://us02web.zoom.us/j/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 March 27, 2025
 5. Public Comments (*4 minutes each*)
 6. Consent Agenda
 - a. **From General Fund:**
 - i. **\$24,897.52** - FY25Q1 Reimbursement to Planning Department
 - ii. **\$2,212.50** - Varum Invoice 1370670 (Pavilion Investors, LLC BFP)
 - iii. **\$80.00** – Bluetree Web Design Invoice 2503261339 (KCBRA Web Updates)
 - b. **Project Business:**
 - i. **Developer Invoice Packets for Eligible Expenses in Brownfield Plans**
 1. Kalamazoo Hotel Group, LLC (Delta Marriott BFP) Total Eligible Expenses \$247,376.00
 - ii. **Vicksburg Mill Paper City**
 1. Authorization to Submit FY25Q2 Loan Report to EGLE (State FY)
 2. **\$204.34** – BRA Admin Expenses invoice for EGLE Loan FY25Q2 (State FY)
 7. Discussion and/or Action Calendar
 - a. **Action:** Bogan Developments “the B on Burdick” Part I & Part II Project Applications
 - b. **Discussion:** Fishbeck
 - i. General Environmental Memo & Billing Summary
 - ii. EPA Grant Memo & Billing Summary
 8. Financial Reports
 - a. **Discussion:** KCBRA General Fund 243
 - b. **Discussion:** KCBRA Local Brownfield Revolving Fund 242 Report
-

- i. Approval of Meeting Notes for February 13, 2025, KCBRA Board Retreat
 - 1. Emerging Developer & Predevelopment Fund

9. Staff Report/Updates

- a. BRA Staff working with Kalamazoo County Admin & Housing on Housing TIF Policy
- b. Pavilion Investors, LLC Brownfield Plan Resolution was adopted by Kalamazoo County Board of Commissioners at the April 1st, 2025, Regular Meeting
- c. KCBRA/EDC Board Vacancy Interview with County Board Appointments Committee (BAC) meeting canceled due to lack of quorum from 4/10/25 (New date TBD)
- d. BRA Staff Assisting in Review of Oshtemo Township Brownfield TIF Policy Draft

10. Other

11. Board Member Comments

12. Adjournment

Next Regular Meeting: Thursday, May 22, 2025, at 3:00 p.m.

MEETING HELD ON THE FOURTH 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 for electronic meeting notice and instructions

BOARD MEMBERS:

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

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

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

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

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

DRAFT - MINUTES

Present: Jared Lutz, Jodi Milks, Monteze Morales, Kenneth Peregon and Andrew Wenzel

Members Excused: 3

Vacancies: 1

Kalamazoo Township: Craig Sherwood, Trustee

Oshtemo Township: Jodi Stefforia, Planning Director

Staff: Macy Rose Walters, Brownfield Redevelopment Administrator and Rachael Grover, Planning Director

Consultant: Therese Searles and Logan Mulholland, Fishbeck; Elliott Berlin, Varnum

Recording Secretary: Macy Rose Walters

County Commissioners: Monteze Morales and John Taylor

County Admin: none

Community: 5

1. Call to Order: **Chair Peregon called the meeting to order at 3:09 p.m.**
2. Roll Call and Members Excused: **Five (5) of eight (8) voting members were present. Christopher Carew, Chad Goodwill, Kyle Gulau were excused. Commissioner Morales lost connection at 4:12 p.m. and the meeting was paused until quorum at 4:16 p.m. Commissioner Morales was excused from the meeting at 5:18 p.m. and no action was taken, meeting notes begin on Item 7g. The presentation of materials ended at 5:57 p.m. there is one (1) vacancy.**

3. Approval of the Agenda:

Chair Peregon requested Item 7f be removed from the agenda. Director Lutz noted that item 7e listed a different LLC than the applicant entity, and noted the correct name as Green Development Ventures, LLC. Consultant Searles noted the correct LLC name for Item 7d as Maple Hill Lease Holders, LLC.

Director Wenzel moved to approve Item 3 as amended, removing Item 7f and noting the correct LLC names for Item 7e and Item 7d, and Director Milks seconded. None opposed, motion carried.

4. Approval of Minutes: BRA Minutes of February 27, 2025

Director Milks moved to approve Item 4, the Minutes of February 27, 2025, as presented, Director Lutz seconded. None opposed, motion carried.

5. Public Comments (4 minutes each)

John Taylor, Vice Chair of the Kalamazoo County Board of Commissions (KCBOC) thanked the KCBRA for their involvement with Item 7a and expressed excitement with the proposed redevelopment of the site for the use of for sale housing units with an affordability component. Vice Chair Taylor briefly mentioned conversations with the Chair of the KCBOC, and although they are not wishing to include an extended affordability period within Item 7a, in relation to the Pavilion Investors, LLC Brownfield Plan, due to current approval timeline of the brownfield plan approval and the possibility to slow down the development process. Vice Chair Taylor expressed interest in the KCBOC collaborating with the KCBRA on future projects to strategize funding tools to offer income qualified for sale housing units with an extended affordability period.

6. Consent Agenda

a. **From General Fund:**

- i. **\$35.00** – Staff Registration for EGLE Brownfields Stakeholder Workshop
- ii. **\$63.75** – Fishbeck Invoice 449918 (W.O. 2025-1 Gen. Env.)
- iii. **\$5,311.08** – Fishbeck Invoice 449919 (W.O. 2025-1 Gen. Env.)
- iv. **\$2,323.25** – Fishbeck Invoice 449934 (W.O. 2025-2 KVHH)

b. **From LBRF Fund:**

- i. **\$10,144.55** – Fishbeck Invoice 449775 (W.O. 2024-2 YWCA)

c. **From EPA Grant Fund:**

- i. **\$330.47** – Fishbeck Invoice 449928 (W.O. #18 J. Smith Ent.)
- ii. **\$490.78** – Fishbeck Invoice 449917 (W.O. #2 Outreach & Programmatic)

Director Lutz moved to approve Item 6 as presented, Director Wenzel seconded. None opposed, motion carried.

7. Discussion and/or Action Calendar

a. **Action:** Pavilion Investors, LLC Development Agreement (Draft)

Vice Chair Taylor thanked the KCBRA inviting members of the KCBOC to speak on the item and stated that it was his impression the Kalamazoo County Board of Commissioners (KCBOC) did not wish to enforce an affordability period on this project, due to the timeline concerns with the approval schedule, but wished to consider participation on future housing tax increment financing plans. Vice Chair Taylor shared an opinion on wanting to ensure the units are attainable to those within those qualifying income brackets when transferring ownership and expressed an interest in plans that allow for attainable housing with varied AMI percentages.

Commissioner Morales share the same opinion as Vice Chair Taylor, and it was stated that individuals earning the average salary in Kalamazoo may find it challenging to afford a home in the area.

The developer and BRA staff discussed the Township's role in not requiring an affordability period on the units, and how the Community Benefits Agreement (CBA) that is referenced within the item was negotiated. Consultant Mulholland noted the CBA does not account for the possibility of the brownfield plan delaying capture, and how that might impact the developer's payment structure within the CBA in year 16 of the plan.

KCBRA Board members considered the opinions of the Commissioners and discussed a preference of seeing affordable units remain attainable in Housing TIF Plans and discussed how affordability periods would be enforced. Discussion ensued regarding the capacity of the KCBRA to administer compliance activities beyond the first sale of for-sale units. The KCBRA board discussed future policy discussions related to Housing TIF Plans, and how each project may vary depending on affordability requirements. BRA Staff asked Consultant Berlin to elaborate on the known legalities of how the KCBRA would administer an affordability period and how compliance would be monitored.

Consultant Berlin described that the developer has no method for enforcing an affordability period beyond the first sale of each unit, but the KCBRA or one of the Local Units of Government may be able to enforce a deed restriction by either clawing back of funds other methods. Ultimately, greater research would be needed on how the claw back of funds on an eligible expense would impact the total scope of the brownfield plan or whether the funds would be eligible for tax increment financing capture by the BRA.

Commissioner Morales was no longer connected virtually to the meeting, the meeting temporarily lost quorum at 4:12 p.m. and the discussion regarding Item 7a stopped. BRA Staff announced that developers may either stay and present their items with no discussion that leads to action or wait and see if the meeting is able to regain quorum and proceed. Quorum was continued at 4:16 p.m. and discussion leading to action regarding Item 7a continued.

The KCBRA discussed the preferred timeline related to brownfield plan approval by the KCBOC and fully executing the Development Agreement, and whether the item should be tabled until the next meeting to consider extending the affordability period.

Discussion ensued regarding the implications of enforcing an affordability period within Item 7a and how that may influence the approval timeline and development timeline, due to the unknowns of claw back enforcement and the timeline that it may take for legal counsel review. Director Milks requested the minutes reflected the affordability discussion on Item 7a, and the discussion regarding future processes of deciding affordability periods and compliance activities related to Housing TIF Plans.

Director Milks moved to approve the item 7a, as presented, authorizing the Chair to sign the agreement, Director Wenzel Seconded. A Roll Call Vote was

taken, the motion carried with three (3) Yes, and zero (0) No, and two Abstained (2); Director Lutz abstained from discussion and voting, and Director Morales abstained from voting.

- b. **Action:** Developer Invoice Packets for Eligible Expenses in Brownfield Plans
 - i. Kalamazoo Hotel Group, LLC (Delta Marriott BFP) Total Eligible Expenses \$248,552.03

The item was presented after Item 7e, and Consultant Searles noted the recommended payment of the invoice total is \$247,376.00, and the item should be updated to reflect the new total in April.

There was no quorum when this item was presented. After the presentation of materials, there was a consideration from the board that the item would be on the Consent Agenda for the next regular meeting instead of being presented a second time through the Discussion/Action Calendar.

- c. **Action:** Rooney's Soul Food Wagon

- i. Part I & Part II Project Applications

Discussion ensued regarding the site being a known facility, Part 201 Site with the Department of Energy, Great Lakes, and Environment (EGLE). BRA Staff recommended the project based on the concept of site inventory and prospective predevelopment funding for an emerging developer.

Director Lutz moved to approve Item 7ci as presented, waiving the application fee, Director Wenzel seconded. None opposed, motion carried.

- ii. Fishbeck W.O. 2025-3 5928 E Michigan Ave. Comstock Twp

Discussion ensued regarding the current zoning request to the Township on the property, and how BRA Staff intentionally did not include the Phase II request on item 7cii. BRA Staff recommendation is to phase out work order approval until rezoning determinations are concluded, then proceed with additional sampling once it is known the site can be reused for the proposed development.

Director Wenzel moved to approved Item 7cii as presented, Director Lutz seconded. None opposed, motion carried.

- d. **Action:** Maple Hill Lease Holders, LLC, Part I & Part II Project Applications ~~Maple Hill Auto Group Part I & Part II Project Applications~~

Director Wenzel moved to approved Item 7d as presented, contingent upon

receipt of the \$2,500.00 Part II project application fee, Director Milks seconded. None opposed, motion carried.

- e. **Action:** Green Development Ventures, LLC, Part I & Part II Project Applications West Main 1, LLC, Part I & Part II Project Applications

Discussion ensued regarding the developer's consideration of an affordability period and their desire to collaborate with the KCBRA and local units of governments (LUGS) requirements as necessary.

Director Wenzel moved to approve Item 7e as presented, contingent upon receipt of the \$2,500.00 Part II application fee, Director Milks seconded. A Roll Call Vote was taken, the motion carried with three (3) Yes, zero (0) No, and two (2) abstained. Director Lutz and Director Morales abstained from voting and discussion.

- f. ~~**Action:** Kalamazoo County Land Bank LBRF Loan Request~~

Item 7f was removed from the agenda during Item 3, approval of the agenda.

Commissioner Morales was excused from the meeting at 5:18 p.m. and quorum ended, no discussion that would lead to action occurred beyond this point.

- g. **Discussion/Action:** Fishbeck
- i. General Environmental Memo & Billing Summary
 - ii. EPA Grant Memo & Billing Summary
- h. **Discussion:** Selection Committees (April 25, 2024, Annual Meeting)
- i. Volunteers for Nomination Committee

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

- a. **Discussion:** KCBRA General Fund 243 Report
- i. Annual Audit Documentation for 2024 FY Submitted to County Finance
- b. **Discussion:** KCBRA Local Brownfield Revolving Fund
- i. Fund 242 Report
 - ii. Approval of Meeting Notes for February 13, 2025, KCBRA Board Retreat
 - 1. Emerging Developer & Predevelopment Fund

Item 7bii was not discussed due to lack of quorum.

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

- a. Pavilion Township Adopted Resolution for Pavilion Investors, LLC, BFP on 3/10/25
-

- b. Pavilion Investors, LLC, Notice to Taxing Jurisdiction sent via Cert. Mail on 3/20/25
- c. Pavilion Investors, LLC, BFP Public Hearing & County Resolution 4/1/25 @ 6:45 p.m.
- d. MEDC Project Reporting Forms for 2024 FY emailed to Developers on 3/11/25
- e. Letter of Support sent to Sen. Peters for Parchment Mills Site #2 Funds 3/18/25
- f. EGLE Brownfields Stakeholder Workshop in Lansing on 4/16/25 from 1-5 p.m.
- g. KCBRA Brownfields Presentation to St. Joe County BRA 4/17/25 @ 2:00 p.m.
- h. KCBRA/EDC Board Vacancy Interviews with County BAC 4/10/25 @ 4:00 p.m.
- i. County Website Changed to .gov, KCBRA Website Domain Name Consideration

10. Other

11. Board Member Comments

12. Adjournment **The meeting ended at 5:37 p.m. There was no motion to adjourn because there was no quorum beginning at 5:18 p.m.**

THREE MEETING NEXT MONTH: Thursday, April 24, 2025, at 3:00 p.m.

MEETING ORDER BEGINNING AT 3:00 P.M. ~~EDC ANNUAL MEETING, KCBRA ANNUAL MEETING, AND THEN KCBRA REGULAR MEETING~~

KCBRA REGULAR MEETING, KCBRA ANNUAL MEETING, THEN EDC ANNUAL MEETING IMMEDIATELY FOLLOWING.

NOTE: KCBRA MEETINGS ARE HELD ON THE FOURTH THURSDAY OF THE MONTH.

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



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

INTER-OFFICE INVOICE

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

Invoice

invoice No	BRA-1-2025
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DATE	DUE DATE
03/31/25	--

DATE	DESCRIPTION	Cost	Qty	AMOUNT
03/31/25	2025 BRA administration hours - Q1 County Pay Periods 1-6 (12/28/24 - 3/21/25) Macy Walters (Salaries, Others)			
	492 BRA hrs Billed to Planning Dept. (averaged rate)	17,874.68	1	17,874.68
	Fringe Benefits Rate of 40%	7,149.87	1	7,149.87
	(Less BRA-EGLE GL Q2 2025 Admin Invoice)	(204.34)	1	-204.34
	Rachael Grover (243-700-20-70300-70400 Salary Director)			
	1 hour recorded BRA Billed from Planning Dept.	55.22	1	55.22
	Fringe Benefits Rate 40%	22.09	1	22.09
	(0 hrs at \$55.22 w/40% fringe rate Billed to EGLE)	0.00	1	0.00
	Notes: Walters hrly rate averaged due to 2024 & 2025 rates included this quarter. Actual amount charged to the Planning Dept. recorded by payroll was used to find the average. 40% fringe rate multiplied on payroll total to calculate total charges due to reimburse Planning Dept.			
THANK YOU! ☺		TOTAL --->		24,897.52

COST BASED ON ACTUAL TOTAL ON ADMIN HOURS RECORDED FROM COUNTY PAYROLL. This quarter did not equal the complete \$36.49 per hour Salaries, Other, rate as there was holiday and 8 hrs of BRA 2024 salary rates on the first pay period within the quarter. A 4% cost of living increase was applied to salary schedules, approved by the Kalamazoo County Board of Commissioners, beginning on January 1, 2025.

VARNUM

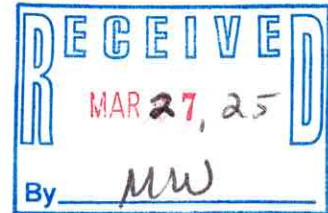
BRIDGEWATER PLACE | POST OFFICE BOX 352
GRAND RAPIDS, MICHIGAN 49501-0352

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

FRED SCHUBKEGEL

DIRECT DIAL 269 / 553-3514

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



RE: GENERAL
Matter Number: 338050
Invoice Number: 1370670
Invoice Date: March 20, 2025

LEGAL SERVICES RENDERED

<u>Date</u>	<u>Hours</u>	<u>Description/Services Rendered By</u>	<u>Amount</u>
02/21/25	5.90	Draft and revise Development Agreement for Pavilion Investors brownfield plan and correspondence re the same. Elliott M. Berlin	2,212.50

TOTAL LEGAL SERVICES	\$	2,212.50
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TOTAL THIS INVOICE	\$	2,212.50
Previous Balance as of 03/20/25	\$	0.00

TOTAL PAYMENT DUE	\$	2,212.50
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<u>Time Summary</u>	<u>Avg. Rate</u>	<u>Hours</u>	<u>Amount</u>
Elliott M. Berlin	375.00	5.90	\$2,212.50
TOTALS		5.90	\$2,212.50

INVOICE

Blue Tree Web Design LLC
43021 County Road 653
Paw Paw, MI 49079

ben@bluetreewebdesign.com
269-978-2571

**Bill to**

Kalamazoo Brownfield Redevelopment Auth

Invoice details

Invoice no.: 2503261339
Terms: Net 30
Invoice date: 03/26/2025
Due date: 04/25/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		Web Changes	Apply available system updates	1	\$80.00	\$80.00
Total						\$80.00

Memo

TO: Kalamazoo County Brownfield Redevelopment Authority

FROM: Logan Mulholland

DATE: March 4, 2025 **PROJECT NO.:** 230454

RE: Review of Reimbursement Request, Former Holiday Terraces Bowling Alley

Fishbeck was requested to review the Reimbursement Request pertaining to the project located at 2747 South 11th Street, also known as Delta Marriott, included in the Former Holiday Terraces Bowling Alley Brownfield Plan adopted by the Kalamazoo County Commission on February 6, 2018.

The Brownfield Plan, adopted on February 6, 2018, and Brownfield Plan Development Agreement, approved on October 26, 2021, allows for the capture of up to \$216,927 plus a 3% simple interest expense to not exceed \$30,449. Eligible activities for reimbursement include completion of a Phase I ESA, building demolition, and development of a brownfield plan. The Developer, Kalamazoo Hotel Group, LLC, has submitted a reimbursement request for \$248,552.03. This amount exceeds the limits of the Brownfield Plan and Brownfield Plan Development Agreement.

Initially, the developer's main contract was with the Jade Group, Inc. The developer indicated that the project went to arbitration with Jade Group, Inc. due to failure to finish the job. To move the project forward, the developer worked directly with the subcontractors to complete the project. Based on the initial scope of work completed with the Jade Group, Inc., the developer furnished an Application and Certificate for Payment (AIA document), to itemize costs. It is of note that the Jade Group, Inc. AIA document, dated November 30, 2018, does not break out the partial demolition associated with the renovation. Fishbeck requested additional supporting documentation, and the Developer provided the contract including the Jade Group, Inc. proposal breaking down each line item further, allowing us to identify which line items on the Application and Certificate for Payment included demolition scopes of work. However, line items including demolition also included ineligible costs, such as replacement activities. Due to the arbitration, any additional breakdown of the AIA Document or Proposal from the Jade Group was unable to be obtained. A signed full unconditional lien waiver has been submitted from the Jade Group, LLC so they have been fully paid for the services they did complete. Therefore, for the scope of work completed with the Jade Group, LLC, Fishbeck has recommended a breakdown of 40% of all line items including both demolition and replacement, including 40% as an eligible activity. This approach was determined to be reasonable to cover eligible expenses based on the supporting documentation that is available. Overall, the total recommended for reimbursement to the Kalamazoo Hotel Group, LLC related to the Jade Group, Inc. AIA Document is \$154,352.03, which is approximately 7% of the overall contract.

Outside of the Jade Group, LLC contract, an additional \$94,200 in eligible costs were incurred on the project.

Fishbeck finds the requested reimbursement are eligible costs included in the Brownfield Plan. Fishbeck finds that documentation of the reimbursement request included invoices with the appropriate level of detail including the dates and descriptions of the eligible activity, with the exception of the Jade Group, Inc. AIA Document mentioned above. While lien waivers are favored and were provided for the Jade Group, Inc. and ACE Demolition, other

proof of payment includes copies of checks, a settlement statement, and an invoice marked paid by the contractor.

Based on our review, Fishbeck finds a total of \$248,552.03 to be considered eligible activities, of which, up to \$247,376.00 is eligible for reimbursement as limited by the Brownfield Plan and Brownfield Plan Development Agreement. Based on discussions with staff, the interest expense included in the Brownfield Plan and Brownfield Plan Development Agreement has been waived and substituted with hard costs, therefore, Fishbeck has recommended approval of up to \$247,376.00 of the reimbursement request.

A spreadsheet detailing the reimbursement request is included in Appendix 1. If you have any questions or require additional information, please contact me at 269.544.6966 or lmulholland@fishbeck.com.

By email

Appendix 1

PROJECT TITLE:
PROJECT ADDRESS:
DATE OF BROWNFIELD PLAN:
PREPARED BY:
DATE PREPARED:
CONTINGENCY:

Delta Marriott Brownfield Plan
2747 South 11th Street, Oshtemo Twn., Kalamazoo Co.
2/6/2018
LLM, TG
7/11/2024
(not to exceed 15%)

15%



Brownfield Plan Approved Estimated Costs

Category Total		Total
1.00	Baseline Environmental Assessment (BEA) - Statutorily Approved	
1.01	Phase I and II Environmental Site Assessments	\$2,000.00
1.02	Baseline Environmental Assessment	\$0.00
1.03	Asbestos, Lead and Mold Surveys	\$0.00
1.04	Pre-Demolition Survey	\$0.00
	Sub-Total	\$2,000.00
		\$2,000.00
Category Total		Total
6.00	Lead and Asbestos Abatement	
6.01	Pre-Demolition Survey	\$0.00
6.02	Abatement including disposal and air monitoring	\$0.00
	Sub-Total	\$0.00
	Contingency 15%	\$0.00
		\$0.00
Category Total		Total
7.00	Building Demolition	
7.01	Pre-Demolition Audit or Survey	\$0.00
7.02	Building Demolition/Deconstruction	\$183,154.00
7.03	Foundation and basement removals	\$0.00
7.04	Dewatering during foundation and basement removals	\$0.00
7.05	Sheeting/Shoring	\$0.00
7.06	Backfill	\$0.00
7.07	Compaction	\$0.00
7.08	Rough Grading	\$0.00
	Sub-Total	\$183,154.00
	Contingency 15%	\$27,473.00
		\$210,627.00
Category Total		Total
8.00	Site Demolition	
8.01	Removal of abandoned utilities	\$0.00
8.02	Underground storage tank removal	\$0.00
8.03	Parking lot removal	\$0.00
8.04	Road removal	\$0.00
8.05	Curbs, gutter removal	\$0.00
8.06	Rail spurs removal	\$0.00
8.07	Sidewalks, bike paths removal	\$0.00
8.08	Other Site Demolition (Describe)	\$0.00
8.09	Disposal, Recycling	\$0.00
8.10	Fill, Compaction, Rough Grading	\$0.00
8.11	Soft Costs (Engineering, Design, Survey, Legal, other Professional)	\$0.00
	Sub-Total	\$0.00
	Contingency 15%	\$0.00
		\$0.00
Category Total		Total
10.00	Development of Brownfield Plan and/or Work Plan	
10.01	Development of Brownfield Plan	\$4,300.00
10.02	Development of Act 381 Work Plan	\$0.00
10.03	Work Plan and/or Brownfield Plan Implementation	\$0.00
	Sub-Total	\$4,300.00
		\$4,300.00
Total Potential Brownfield Plan Eligible Costs		\$216,927.00

Actual Costs Incurred

Brownfield Plan Category	Date of Invoice	Invoiced Amt	Invoice #	Contractor	Note:	Local Only	Local and School	Proof of Payment
1.01	10/18/2017	\$ 3,950.00	777134	Kalamazoo Hotel Group LLC	Env. Fee to TCF National Bank-settlement statement		X	Settlement Statement
1.01	9/13/2016	\$ 2,000.00	1613	Phillips Env. Consulting Svs.	Phase I ESA		X	Invoice Marked Paid
1.03	9/11/2017	\$ 5,950.00	308816	Partner Engineering & Science	Asbestos Survey and ACM O&M Plan		X	Invoice shows a credit card payment for 1/2 on 8/21/17, Chase Bank Statement for other 1/2
		\$ 11,900.00						
Brownfield Plan Category	Date of Invoice	Invoiced Amt	Invoice #	Contractor	Note:	Local Only	Local and School	Proof of Payment
6.02	1/22/2018	\$ 18,500.00	G-702	ACE Demolition	Asbestos Abatement	X		Full Unconditional Lien Waiver
		\$ 18,500.00						
Brownfield Plan Category	Date of Invoice	Invoiced Amt	Invoice #	Contractor	Note:	Local Only	Local and School	Proof of Payment
7.02	1/22/2018	\$ 49,000.00	G-702	ACE Demolition	Mobilization, labor, excavating, trucking, disposal	X		Full Unconditional Lien Waiver
7.02	12/7/2018	\$ 154,352.03	AIA #7	Jade Group, Inc.	Interior Demo	X		Full Unconditional Lien Waiver
		\$ 203,352.03						
Brownfield Plan Category	Date of Invoice	Invoiced Amt	Invoice #	Contractor	Note:	Local Only	Local and School	Proof of Payment
8.08	11/28/2018	\$ 10,500.00	NA	J&S Tree Removal, Inc.	Tree Removal around Parking Lot and Building	X		Check #009046
		\$ 10,500.00						
Brownfield Plan Category	Date of Invoice	Invoiced Amt	Invoice #	Contractor	Note:	Local Only	Local and School	Proof of Payment
10.01	2/19/2018	\$ 4,300.00	1809	Phillips Env. Consulting Svs.	Plan preparation, meetings, Public Hearing	X		Invoice Marked Paid
		\$ 4,300.00						
\$216,927.00		\$ 248,552.03						

*Reimbursement Agreement limits reimbursement to: \$247,376.00

*Local Brownfield Revolving Fund	\$ 219,192
*Interest-3%-max. of 20% of Developer's total eligible costs	\$ 30,449
* Authority Admin Cost	\$ 18,000
* State Brownfield Red. Fund	\$ 3,368
	\$ 487,936



First American Title Insurance Company

300 E. Long Lake Road, Suite 300 • Bloomfield Hills, MI 48304

Office Phone: (248)540-4102 Office Fax: (866)550-1079

Borrower's Final Settlement Statement

Property Address: 2747 S 11th Street, Kalamazoo, MI 49009

File No: 777134
Officer: Pat Flinchum/KE

Settlement Date: 10/18/2017
Disbursement Date: 10/18/2017
Print Date: 10/17/2017, 12:25 PM

Borrower: Kalamazoo Hotel Group, LLC
Address: 2747 S 11th Street, Kalamazoo, MI 49009
Seller:
Address:
Lender: TCF National Bank
Address: 2118 East Big Beaver Road, Suite A, Troy, MI. 48063
Loan No.:

Charge Description	Borrower Charge	Borrower Credit
Attorney:		
Legal Fee to Brownstein Hyatt Farber Schreck, LLP	41,751.00	
New Loan(s):		
Lender: TCF National Bank		6,630,143.00
Loan Amount - TCF National Bank		
Appraisal Fee to TCF National Bank	5,900.00	
Appraisal Field Review to TCF National Bank	500.00	
Appraisal Handling Fee to TCF National Bank	177.00	
Interim Loan Fee to TCF National Bank	66,301.00	
Environmental Fee to TCF National Bank	3,950.00	
Deposit to TCF National Bank		10,000.00
Cash Collateral to TCF National Bank	1,000,000.00	
Initial Escrow Deposit to TCF National Bank	139,722.87	
Holdback to TCF National Bank	8,367,222.17	
Flood Determination Fee to TCF National Bank	11.50	
Tax Service Fee to TCF National Bank	75.00	
Due Diligence Investigation Fee to TCF National Bank	775.00	
Construction Review Fee to TCF National Bank	2,600.00	
Attorney Fee to Strobl & Sharp, P.C.	42,000.00	
Lender: TCF National Bank		
New Loan to File - TCF National Bank		3,978,084.00
Payoff(s) and Payment(s):		
1st Source Bank		
Payoff to 1st Source Bank	3,004,973.37	
Deposit to 1st Source Bank		2,000,000.00
Title/Escrow Charges to:		
Recording Processing Fee - Escrow to First American Title Insurance Company	35.00	
Settlement/Closing Fee to First American Title Insurance Company	500.00	
Escrow Misc: Construction Review - 10 Max to First American Title Insurance Company	1,500.00	
Mortgage Premium to First American Title Insurance Company	10,683.40	
Endorsement LP ALTA 27-Usury to First American Title Insurance Company	1,105.10	
Endorsement LP ALTA 17.2-Utility to First American Title Insurance Company	1,105.10	
Endorsement LP ALTA 3.0-Zoning Vacant Land to First American Title Insurance Company	1,105.10	
Recording /Courier Fee to Register of Deeds	350.00	
Disbursements Paid:		
Loan Payoff to Inland Pacific Investment Company, LLC	650,033.10	
2nd Mortgage Premium, Closing Fee, Draw Fees to First American Title-Commercial	8,105.60	
Legal Fee to Mika, Meyers, Beckett & Jones, PLC	8,701.00	
Invoice to Axilla Capital	106,082.00	
2017 Summer Tax/39-05-25-405-116 to Oshtemo Township Treasurer	33,404.53	
Water Bill/Account No. ZAW00274706 to Oshtemo Township Treasurer	927.03	
Cash (X From) (To) Buyer		881,368.87
Totals	13,499,595.87	13,499,595.87

Initials: TL


Borrower's Final Settlement Statement

Settlement Date: 10/18/2017
Print Date: 10/17/2017

File No: 777134
Officer: Pat Flinchum/KE

BORROWER(S):

Kalamazoo Hotel Group, LLC, a Michigan
limited liability company

By: 
Name: Timothy L. O'Byrne
Title: Manager

Initials: TL _____



**Phillips Environmental
Consulting Services, Inc.**

201 North Michigan Avenue
Vicksburg, MI 49097

Invoice

DATE	INVOICE #
9/13/2016	1613

BILL TO

Kalamazoo Hotel Group, LLC
Mr. Dan Flannigan
2747 South 11th Street
Kalamazoo, MI 49009

**PAID
09/19/2016**

		PROJECT		
		1578 - 2747 S. 11th St., Oshtemo		
DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
8/5/2016	Phase I ESA preparation.	2	65.00	130.00
8/10/2016	Phase I ESA preparation.	1.5	65.00	97.50
8/10/2016	Site reconnaissance.	2.25	125.00	281.25
8/11/2016	Phase I ESA preparation.	0.75	65.00	48.75
8/12/2016	Phase I ESA preparation.	1.25	65.00	81.25
8/15/2016	Phase I Environmental Site Assessment report preparation.	5.5	65.00	357.50
8/15/2016	Phase I ESA preparation.	4	65.00	260.00
8/16/2016	Phase I ESA preparation.	1.75	65.00	113.75
8/16/2016	Portage Library for research of historic documents.	1	65.00	65.00
8/16/2016	Finalize and send draft Phase I ESA.	2	125.00	250.00
8/17/2016	Phase I ESA preparation.	3.5	65.00	227.50
8/16/2016	Records Search Expense	1	79.50	79.50
8/16/2016	Records Search Expense	1	6.24	6.24
8/10/2016	Mileage	38	0.55	20.90
9/13/2016	Credit to meet contract price quote.		-19.14	-19.14
		Total		\$2,000.00

Phone #
269-501-5079

Balance Due	\$0.00
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**Phillips Environmental
Consulting Services, Inc.**

201 North Michigan Avenue
Vicksburg, MI 49097

Invoice

DATE	INVOICE #
2/19/2018	1809

PAID
05/29/2018

BILL TO

Kalamazoo Hotel Group, LLC
Mr. Dan Flannigan
2747 South 11th Street
Kalamazoo, MI 49009

		PROJECT		
		1578 - 2747 S. 11th St., Oshtemo		
DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
1/12/2017	Prepare Brownfield Plan TIF Tables.	1	55.00	55.00
5/11/2017	Brownfield Plan preparation.	3	55.00	165.00
5/12/2017	Brownfield Plan preparation.	3	55.00	165.00
5/19/2017	Brownfield planning.	0.75	125.00	93.75
5/22/2017	Brownfield Plan preparation.	1	55.00	55.00
5/30/2017	Meeting with Township assessor regarding value of the Property. prepare timeline and e-mail update.	2.5	125.00	312.50
7/6/2017	Call with Twp. re need for additional data.	0.25	125.00	31.25
8/2/2017	Brownfield Plan preparation.	2.75	65.00	178.75
8/18/2017	Brownfield Plan preparation.	0.5	65.00	32.50
8/25/2017	Brownfield Plan preparation.	2	65.00	130.00
8/26/2017	Brownfield Plan preparation.	3	125.00	375.00
8/28/2017	Brownfield Plan preparation.	3.5	65.00	227.50
8/29/2017	Brownfield Plan preparation.	0.5	65.00	32.50
8/31/2017	Brownfield Plan preparation.	0.5	65.00	32.50
10/25/2017	Brownfield Plan preparation.	0.25	65.00	16.25
10/25/2017	Meeting with client re Brownfield Plan.	1.25	125.00	156.25
10/26/2017	Send BF Plan to County in draft after making minor changes.	1	125.00	125.00
11/3/2017	Answer County questions re Brownfield Plan. Make two small revisions.	0.75	125.00	93.75
11/6/2017	Review comments on Plan by KCBRA and make changes to text.	0.5	125.00	62.50
11/7/2017	Revise TIF tables.	1.75	65.00	113.75
11/7/2017	Receive confirmation that three twp. taxes are structured such that they are not eligible for capture and revise plan accordingly and resubmit.	1.5	125.00	187.50
11/8/2017	Discussions to schedule meeting dates for BF Plan approval.	0.5	125.00	62.50
11/14/2017	Revise TIF Tables.	0.5	65.00	32.50
11/15/2017	Revise TIF Tables.	0.5	65.00	32.50
11/16/2017	KCBRA Meeting to present BF Plan.	2	125.00	250.00
11/21/2017	Submit final brownfield plan to Kalamazoo Co. BRA.	0.5	125.00	62.50
1/8/2018	Planning for Oshtemo Twp. Meeting tomorrow.	1	125.00	125.00
1/9/2018	Meeting at the Oshtemo Twp. hall.	2.25	125.00	281.25
1/16/2018	Attend Kal Co. COW Meeting.	2.25	125.00	281.25
		Total		

Phone #
269-501-5079

Balance Due



**Phillips Environmental
Consulting Services, Inc.**

201 North Michigan Avenue
Vicksburg, MI 49097

Invoice

DATE	INVOICE #
2/19/2018	1809

BILL TO

Kalamazoo Hotel Group, LLC
Mr. Dan Flannigan
2747 South 11th Street
Kalamazoo, MI 49009

**PAID
05/29/2018**

		PROJECT		
		1578 - 2747 S. 11th St., Oshtemo		
DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
1/17/2018	Add Oshtemo Twp resolution to BF Plan and Send to Rachael for Kal Co. Commission Hearing and meeting Notice.	0.75	125.00	93.75
2/6/2018	Attend Kal Co. Commission Meeting and hearing, Including preparation.	3	125.00	375.00
2/13/2018	Brownfield Plan preparation to send in final to County and client.	2	65.00	130.00
2/19/2018	Mileage (5/30/17, 10/25/17, 11/16/17, 1/9/18, 1/16/18, and 2/6/18)	186	0.55	102.30
2/19/2018	Credit to meet contract price quote.		-169.80	-169.80
		Total		\$4,300.00

Phone #
269-501-5079

Balance Due	\$0.00
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Remittance:
611 Industrial Way West
Eatontown, NJ 07724

Wire Transfer Instructions
Acct Name: Partner Assessment Corp.
Bank: U.S. Bank
Los Angeles, CA 90071
ABA: 122235821
SWIFT ID: USBKUS44IMT
Account No.: 157503223271
Please include invoice or project number

Tracy Kobold
Kalamazoo Hotel Group, LLC
P.O. Box 3561979
Westminster, CO 80035

September 11, 2017
Project No: 17251658
Invoice No: 308816

Email invoices to tkobold@incompanies.com

Proposal#: 17251658
Asbestos Survey and ACM O&M Plan
2747 South 11th Street
Kalamazoo, Michigan 49009

For professional services rendered for the period through August 31, 2017 for the referenced project

	Fee	Percent Complete	Amount Earned	Previous Billed	Current Amount
Asbestos Survey & Reporting	3,000.00	100.00	3,000.00	0.00	3,000.00
Lab Analysis - Asbestos	2,700.00	100.00	2,700.00	0.00	2,700.00
ACM O&M Plan	250.00	100.00	250.00	0.00	250.00
Total Fee	5,950.00		5,950.00	0.00	5,950.00
		Total Fee			5,950.00
8/21/17 VISA x8828				-2,975.00	
Total				-2,975.00	-2,975.00
			Total this Invoice		\$2,975.00



September 30, 2017 through October 31, 2017

Account Number: 000000609831115

Checks Paid (continued)

Check	Date Paid	Amount	Check	Date Paid	Amount	Check	Date Paid	Amount
7179	10/18	\$25,411.00	7210*	10/19	\$3,500.00	7241*	10/26	\$677.34
7180	10/19	\$399.65	7211	10/31	\$38.99	7243*	10/27	\$49,065.29
7181	10/17	\$440.63	7212	10/27	\$2,111.98	7244	10/30	\$345.00
7182	10/17	\$45.00	7213	10/31	\$108.48	7245	10/30	\$772.30
7183	10/16	\$80.00	7214	10/30	\$541.14	7246	10/27	\$267.54
7184	10/18	\$79.08	7215	10/30	\$625.00	7247	10/31	\$240.20
7185	10/16	\$406.25	7216	10/27	\$363.00	7248	10/27	\$238.21
7187*	10/18	\$2,298.03	7217	10/30	\$1,321.06	7249	10/31	\$45.00
7188	10/20	\$83.42	7219*	10/30	\$150.00	7250	10/30	\$160.00
7189	10/18	\$143.60	7220	10/26	\$168.53	7252*	10/27	\$400.00
7190	10/20	\$1,257.09	7221	10/30	\$59.98	7253	10/27	\$79.08
7191	10/17	\$890.02	7223*	10/27	\$2,175.81	7254	10/26	\$1,687.00
7192	10/17	\$660.90	7224	10/27	\$357.99	7255	10/30	\$296.50
7193	10/19	\$377.36	7225	10/26	\$443.49	7256	10/31	\$2,858.58
7194	10/18	\$282.00	7226	10/30	\$731.30	7257	10/27	\$2,975.00
7195	10/26	\$400.00	7227	10/27	\$117.00	7258	10/30	\$1,383.27

APPLICATION AND CERTIFICATE FOR PAYMENT

Document G-702

TO: Kalamazoo Hotel Group, LLC PO Box 351979 Westminster, CO 80035	PROJECT NAME: Holiday Lanes	APPLICATION NO.:	Distribution to:
		PERIOD TO:	LANDLORD <input type="checkbox"/>
		CONTRACT DATE:	ARCHITECT <input type="checkbox"/>
		PURCHASE ORDER:	TENANT <input type="checkbox"/>
			CONTRACTOR <input type="checkbox"/>
			CONSTR. MGR. <input type="checkbox"/>
			OWNER <input type="checkbox"/>

CONTRACTOR: ACE Demolition
3311 Redmond Ave.
Kalamazoo, MI 49001
Job number:

ENGINEER:

CONTRACTOR'S APPLICATION FOR PAYMENT

CHANGE ORDER SUMMARY		ADDITIONS	DEDUCTIONS
Change Orders approved in previous months by Tenant	TOTAL		
Approved this Month			
Date Approved	Number		
	TOTAL		
Net Change by Change Orders			

1. ORIGINAL CONTRACT SUM.....	\$ 70,000
2. Net Change by Change Orders.....	\$ 2,500
3. CONTRACT SUM TO DATE (Line 1+2).....	\$ 67,500
4. TOTAL COMPLETED & STORED TO DATE (Col G on G703).....	\$ 67,500
5. RETAINAGE	
a. 10% of Completed Work (Col D+E on G703)	
b. 10% of Stored Materials (Col F of G703)	
Total Retainage (Line 5a + 5b).....	\$ 0
6. TOTAL EARNED LESS RETAINAGE.....	\$ 41,580
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	
(Line 6 from prior Certificate).....	\$
8. CURRENT PAYMENT DUE (Line 6 less Line 7).....	\$ 25,920
9. BALANCE TO FINISH, PLUS RETAINAGE (Line 3 - Line 6).....	\$ 0

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, & that current payment shown here is now due.

State of: Michigan County of: Kalamazoo
Subscribed and sworn to before me this ____ day of _____, 201__
Notary Public:
My Commission expires:

CONTRACTOR: Your Name

AMOUNT CERTIFIED..... \$

ARCHITECT

By:

Date:

By:

CONTINUATION SHEET

AIA DOCUMENT G703

PAGE TWO OF TWO PAGES

AIA Document G702, APPLICATION AND CERTIFICATION FOR PAYMENT, containing Contractor's signed certification is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

APPLICATION NO: 3

APPLICATION DATE: 01/22/18

PERIOD TO: 1/1/2018-1/21/2018

PROJECT: Holiday Lanes

[illegible]

Users may obtain validation of this document by requesting of the license a completed AIA Document D401 - Certification of Document's Authenticity

21163

FULL UNCONDITIONAL WAIVER

File No.: _____

I/We have a contract with: Kalamazoo Hotel Group-IP Companies
(other contracting party)

to provide: Interior demolition work

for the improvement of the property described as: A bowling alley

Commonly known as: Holiday Lanes

has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Ace Demolition, Inc.
Company Name

Dave VanBuren
Signature of Lien Claimant

Signed on: 4/10/2019
(Date)

Dave VanBuren
Printed Name of Lien Claimant

Address: 3311 Redmond Rd.
Kalamazoo, MI 49001

Telephone: 269-383-4140

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



First American Title Insurance Company

Activity	Line #	Proportionality	Proposal	AIA	Eligible Amount based on 40% Split
Stewwork	1		\$ 12,000.00 \$	- \$	-
Demolition	2		\$ 40,500.00 \$	- \$	-
Concrete	2.5		\$ 81,850.00 \$	168,607.00 \$	-
Masonry	3		\$ 15,000.00 \$	- \$	-
Metals SS	4		\$ 11,970.00 \$	87,003.00 \$	-
Roofing	6		\$ 221,364.00 \$	180,848.34 \$	42,252.52
	6.01	40%	\$ 88,034.00 \$	71,921.37 \$	28,768.55
	6.02	19%	\$ 41,262.00 \$	13,406.06 \$	13,483.97
	6.03	7%	\$ 16,000.00 \$		-
	6.04	3%	\$ 6,768.00 \$		-
	6.05	31%	\$ 69,300.00 \$		-
			\$ 1,052,598.40 \$	923,094.94	
Doors, Frames, Hardware	7		\$ 99,500.00 \$		34,903.32
	7.01	5%	\$ 57,800.00 \$	50,688.74 \$	20,275.50
	7.02	4%	\$ 41,700.00 \$	36,569.56 \$	14,627.82
Flooring	8		\$ 162,391.12 \$		55,880.78
	8.01	2%	\$ 23,471.86 \$	20,584.06 \$	8,233.62
	8.02	2%	\$ 17,813.33 \$	15,621.72 \$	6,248.69
	8.03	0%	\$ 3,090.00 \$		-
	8.04	1%	\$ 7,844.34 \$	6,879.23 \$	2,751.69
	8.05	10%	\$ 110,171.60 \$	96,616.95 \$	38,646.78
Walls and Wall Finishes	11		\$ 366,429.88 \$		16,352.64
	11.01	1%	\$ 11,608.96 \$	10,181.16 \$	4,072.46
	11.02	3%	\$ 35,007.50 \$	30,700.45 \$	12,280.18
	11.03	24%	\$ 256,834.75 \$		-
	11.04	3%	\$ 35,625.00 \$		-
	11.05	0%	\$ 1,255.63 \$		-
	11.06	2%	\$ 26,097.50 \$		-
Ceiling Finishes	12		\$ 214,129.90 \$		4,962.76
	12.01	1%	\$ 14,147.59 \$	12,406.90 \$	4,962.76
	12.02	6%	\$ 69,754.50 \$		-
	12.03	1%	\$ 6,400.00 \$		-
	12.04	10%	\$ 108,683.40 \$		-
	12.05	2%	\$ 22,389.50 \$		-
	12.06	0%	\$ 2,745.00 \$		-
Partitions	13		\$ 148,270.00 \$		-
	13.01	3%	\$ 36,785.00 \$		-
	13.02	3%	\$ 26,785.00 \$		-
	13.03	8%	\$ 84,700.00 \$		-
Toilet	14		\$ 61,877.50 \$		-
	14.01	2%	\$ 18,175.00 \$		-
	14.02	1%	\$ 12,500.00 \$		-
	14.03	0%	\$ 1,500.00 \$		-
	14.04	0%	\$ 2,475.00 \$		-
	14.05	0%	\$ 2,250.00 \$		-
	14.06	0%	\$ 2,550.00 \$		-
	14.07	0%	\$ 585.00 \$		-
	14.08	0%	\$ 4,342.50 \$		-
	14.09	1%	\$ 10,500.00 \$		-
	14.1	1%	\$ 7,000.00 \$		-
Furnishing	15		\$ - \$		-
Fire Suppression	16		\$ 108,080.00 \$	120,653.31 \$	-
Plumbing	17		\$ 29,000.00 \$	88,361.72 \$	-
HVAC	18		\$ 115,000.00 \$	155,744.29 \$	-
Electrical	19		\$ 145,000.20 \$	122,200.05 \$	-
Equipment	20		\$ 102,720.00 \$	- \$	-
General Conditions	21		\$ 176,500.00 \$	176,500.00 \$	-
	21.01		\$ 30,000.00 \$	30,000.00 \$	-
	21.02		\$ 6,000.00 \$	6,000.00 \$	-
Dumpsters	21.03	1.99%	\$ 38,500.00 \$	38,500.00 \$	-
Supervision	21.04	2.27%	\$ 44,000.00 \$	44,000.00 \$	-
PM	21.05	2.58%	\$ 50,000.00 \$	50,000.00 \$	-
	21.06		\$ 2,500.00 \$	2,500.00 \$	-
	21.07		\$ 5,500.00 \$	5,500.00 \$	-
Subtotal Labor and Materials	22		\$ 1,938,082.60 \$	1,826,512.65 \$	154,352.03
Subtotal General Con	22.01		\$ 176,500.00 \$	176,500.00 \$	-
OHP at 7.1%	22.03		\$ 149,922.36 \$	125,934.48 \$	-
Tax	22.04		\$ 23,138.36 \$	23,138.36 \$	-
Contingency	22.05		\$ - \$	- \$	-
Permits	22.06		\$ 10,335.42 \$	639.06 \$	-
Total			\$ 2,294,978.74 \$	2,152,724.54 \$	154,352.03
CO			\$ - \$	63,762.27 \$	-
Totals			\$ 2,216,486.81 \$		154,352.03

7%

Key:

- Ineligible
- Eligible line items with \$0 incurred
- Roofing line items including demolition
- Finishes line items including demolition



Corporate Headquarters:
1870 Buford Hwy.
Duluth, GA 30097

Jade Group, Inc.

Proposal Rev 02

EXHIBIT "B"

Date: 8/30/2017

Delta Banquet Center

Kalamazoo, Michigan

Supplied By Key:

CF/CI = Contractor Furnished & Contractor Installed

OF/CI = Owner Furnished & Contractor Installed

OF/OI = Owner Furnished & Owner Installed

Black Rows = Summary totals to below rows / Red Rows= Material / Blue Rows = Labor

Line #	Scope of Work Description	CF/CI OF/CI OF/OI	QTY	Unit	Cost per	Client Take Off Extension	Jade Extension
1.00	Sitework						\$12,000.00
1.01	Landscaping	CFCI	1	lot	\$12,000.00		\$12,000.00
1.01.01	Allowance for tree and shrub removal	CFCI	1	lot			
1.02		CFCI	1	lot	\$0.00		\$0.00
1.02.01		CFCI	0	LF			
2.00	Demolition						\$40,500.00
2.01	Demolition of Interior goods	CFCI	1	lot	\$30,000.00		\$30,000.00
2.01.01	Liquidation of all sellable goods	CFCI	30000	SF			
2.01.02	Demo of bowling lanes to level below	CFCI	0	SF			
2.01.03	Demo of all plumbing fixtures See plumbing Item 17.00	CFCI	0	SF			
2.01.04	Demo of all HVAC See Item 18.00	CFCI	0	SF			
2.01.05	Demo of all plumbing fixtures See plumbing Item 17.00	CFCI	0	SF			
2.01.06	Demo of all existing partitions see Item 11.00	CFCI	0	SF			
2.01.06	Demo existing electrical see item 19.00	CFCI	0	SF			
2.03	Asbestos abatement	CFCI	1	lot	\$10,500.00		\$10,500.00
2.03.01	Remove floor tile with asbestos	CFCI	2000	SF			
2.50	Concrete						\$81,850.00
2.50	Pour 6" slab over seating area interior	CFCI	1	lot	\$51,250.00		\$51,250.00
2.50.01	Furnish and install 6" concrete - Includes mesh and forming	CFCI	2050	SF			
2.51	Concrete steps	CFCI	1	lot	\$7,500.00		\$7,500.00
2.51.01	Furnish and install concrete steps	CFCI	60	LF			
2.52	Concrete Ramps	CFCI	1	lot	\$23,100.00		\$23,100.00
2.52.01	Furnish and install concrete handicap ramp	CFCI	210	SF			
3.00	Masonry						\$15,000.00
3.01	Point & Tuck Exterior Block	CFCI	1	lot	\$15,000.00		\$15,000.00
3.01.01	Point & Tuck Exterior Block 1,000 sf Allowance per architect	CFCI	1000	SF			



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Proposal Rev 02

EXHIBIT "B"

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Delta Banquet Center

Kalamazoo, Michigan

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Line #	Scope of Work Description	CF/CI OF/CI OF/OI	QTY	Unit	Cost per	Client Take Off Extension	Jade Extension
4.00	Metals SS						\$11,970.00
4.01	Hand rails at low wall and handicap ramp	CFCI	1	lot	\$11,970.00		\$11,970.00
4.01.01	Material for metal hand rails	CFCI	114	LF			
4.01.02	Install metal hand rails	CFCI	114	LF			
4.02	Structural supports for Airwalls See 13.01 below	CFCI	1	lot	\$0.00		\$0.00
4.02.01	See 13.01 Below	CFCI	0	SF			
4.02.02		CFCI	0	SF			
6.00	Thermal & Moisture Protecting (Roofing)						\$221,364.00
6.01	Demo existing built-up roofing and replace with new	CFCI	1	lot	\$88,034.00		\$88,034.00
6.01.01	Demo roofing. Furnish and install Carlisle 60 Mil EPDM (Blk) and Two layers of 1.5" Polyisocyanurate insulation roofing system . Subcontractor Quote	CFCI	1	Lot			
6.01.02	Furnish and install new built up roofing including flashings See above	CFCI	0	SF			
6.01.03	Roof pavers to each RTU	CFCI	185	LF			
6.01.04	Material for Dens deck on metal deck	CFCI	7600	SF			
6.01.05	Install Dens deck on metal deck	CFCI	7600	SF			
6.02	Demo mansard at exterior and build new parapet	CFCI	1	lot	\$41,262.00		\$41,262.00
6.02.01	Demo mansard	CFCI	290	LF			
6.02.02	Demo Projecting wood trim	CFCI	582	SF			
6.02.03	Build new 4'-8" high Parapet - MS & gyp Sheathing Detail 2&3 / A5	CFCI	872	SF			
6.02.04	New EIFS Parapet Including Flashing	CFCI	582	SF			
6.02.05	Parapet Cap Furnish and install includes 3/4" M.R. Plywood Shim	CFCI	290	LF			
6.03	Paint Exterior Block	CFCI	1	lot	\$16,000.00		\$16,000.00
6.03.01	Paint Exterior Block	CFCI	1	lot			
6.04	Repair Gutters	CFCI	1	lot	\$6,768.00		\$6,768.00
6.04.01	Repair Gutters	CFCI	376	LF			



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6.05	Repair Metal roofing	CFCI	1	lot	\$69,300.00		\$69,300.00
6.05.01	Repair and coat Metal roofing - Sub Quote	CFCI	22560	SF			
7.00	Doors, Frames and Hardware						\$99,500.00
7.01	Interior Doors	CFCI	1	lot	\$57,800.00		\$57,800.00
7.01.01	Demo all interior doors	CFCI	17	EA			
7.01.02	Material for 3-0 x 7-0 Wood door, HM frame and hardware	CFCI	11	EA			
7.01.03	Install 3-0 x 7-0 Wood door, HM frame and hardware	CFCI	11	EA			
7.01.04	Material for 6-0 x 7-0 Wood door, HM frame and hardware w/ panic hardware	CFCI	11	EA			
7.01.05	Install 6-0 x 7-0 Wood door, HM frame and hardware	CFCI	11	EA			
7.02	Exterior Doors	CFCI	1	lot	\$41,700.00		\$41,700.00
7.02.01	Demo all exterior glass doors	CFCI	6	EA			
7.02.02	Material for new entry glass double doors	CFCI	6	EA			
7.02.03	Install new double glass entry doors	CFCI	6	EA			
7.02.04	Demo all service HM doors	CFCI	6	EA			
7.02.05	Material for service doors at exterior 3-0 x 7-0 HM	CFCI	6	EA			
7.02.06	Install service doors at exterior 3-0 x 7-0 HM	CFCI	6	EA			
8.00	Flooring						\$162,391.13
8.01	Tile Flooring	CFCI	1	lot	\$23,471.85		\$23,471.85
8.01.01	Demo existing tile and prep floor for new finishes	CFCI	800	SF			
8.01.02	Material for new floor tile	CFCI	1222	SF			
8.01.03	Install new floor tile	CFCI	1222	SF			
8.01.04	Material for new tile base	CFCI	365	LF			
8.01.05	Install new tile base	CFCI	365	LF			
8.02	Quarry tile in the kitchen	CFCI	1	lot	\$17,813.33		\$17,813.33
8.02.01	Demo Carpet & prep floor for new finishes	CFCI	142	SY			
8.02.02	Material for Quarry tile	CFCI	1408	SF			



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Line #	Scope of Work Description	CF/CI OF/CI OF/OI	QTY	Unit	Cost per	Client Take Off Extension	Jade Extension
8.02.03	Install Quarry Tile	CFCI	1408	SF			
8.03	Walk Off Mats in All Vestibules	CFCI	1	lot	\$3,090.00		\$3,090.00
8.03.01	Furnish and install walk off mats in vestibules	CFCI	206	sf			
8.04	VCT Flooring in Storage and Service corridor	CFCI	1	lot	\$7,844.34		\$7,844.34
8.04.01	Demo Existing flooring is SOG Prep concrete for VCT flooring	CFCI	2085	SF			
8.04.02	Material for VCT	CFCI	2085	SF			
8.04.03	Install VCT	CFCI	2085	SF			
8.04.04	Material for 4" vinyl base	CFCI	600	LF			
8.04.05	Install 4" vinyl base	CFCI	600	LF			
8.05	Carpet	CFCI	1	lot	\$110,171.60		\$110,171.60
8.05.01	Demo existing flooring and prep floor for new finishes	CFCI	1215	SY			
8.05.02	Material for new carpet pad	CFCI	2853	SY			
8.05.03	Material for new carpet	CFCI	2853	SY			
8.05.04	Material for new 4" vinyl base	CFCI	2100	LF			
8.05.05	Install new carpet pad	CFCI	2853	SY			
8.05.06	Install new carpet	CFCI	2853	SY			
8.05.07	Install new 4" vinyl base (non-architectural)	CFCI	2100	LF			
11.00	Wall and wall finishes						\$366,429.88
11.01	Demo existing CMU Partitions	CFCI	1	lot	\$11,609.50		\$11,609.50
11.01.01	Demo Interior CMU partitions	CFCI	3317	SF			
11.02	Demo Drywall Partitions	CFCI	1	lot	\$35,007.50		\$35,007.50
11.02.01	Demo full height drywall partitions	CFCI	4733	SF			
11.02.02	Demo full height drywall partition at exterior wall	CFCI	8693	SF			
11.02.03	Demo low drywall partition 3'-6" high.	CFCI	577	SF			
11.03	New drywall partitions	CFCI	1	lot	\$256,834.75		\$256,834.75
11.03.01	Wall type 1 Material	CFCI	834	SF			
11.03.02	Wall type 1 Install	CFCI	834	SF			



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11.03.01	Wall type 2 Material	CFCI	8869	SF			
11.03.02	Wall type 2 Install	CFCI	8869	SF			
11.03.01	Wall type 3 Material	CFCI	833	SF			
11.03.02	Wall type 3 Install	CFCI	833	SF			
11.03.01	Wall type 4 Material	CFCI	11735	SF			
11.03.02	Wall type 4 Install	CFCI	11735	SF			
11.03.01	Wall type 5 Material	CFCI	4323	SF			
11.03.02	Wall type 5 Install	CFCI	4323	SF			
11.03.01	Wall type 6 Material	CFCI	6260	SF			
11.03.02	Wall type 6 Install	CFCI	6260	SF			
11.03.01	Wall type 7 Material	CFCI	118	SF			
11.03.02	Wall type 7 Install	CFCI	118	SF			
11.03.01	Wall type 8 Material	CFCI	274	SF			
11.03.02	Wall type 8 Install	CFCI	274	SF			
11.03.01	Wall type 9 Material	CFCI	950	SF			
11.03.02	Wall type 9 Install	CFCI	950	SF			
11.03.01	Wall type 10 Material	CFCI	1946	SF			
11.03.02	Wall type 10 Install	CFCI	1946	SF			
11.03.05	Interior Low walls : Wood cap on top of low walls	CFCI	164	LF			
11.03.06	Interior Low Walls: Wood cap on top of low walls & finish	CFCI	164	LF			
11.04	New storefront glazing at all entrances / Vestibules	CFCI	1	lot	\$35,625.00		\$35,625.00
11.04.01	Furnish and install new storefront glazing at vestibules	CFCI	475	SF			
11.05	FRP in Janitor closet	CFCI	1	lot	\$1,255.63		\$1,255.63
11.04.01	Furnish FRP material	CFCI	287	SF			
11.04.02	Furnish and install new FRP in Janitor Closet	CFCI	287	SF			
11.05	Wall tile	CFCI	1	lot	\$26,097.50		\$26,097.50
8.01.02	Material for new wall tile wainscot to 5'-0 AFF	CFCI	2008	SF			



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8.01.03	Install new wall tile wainscott to 5'-0" AFF	CFCI	2008	SF			
12.00	Ceiling finishes						\$214,129.90
12.01	Demo Existing Ceiling	CFCI	1	lot	\$14,147.50		\$14,147.50
12.01.01	Demo Existing Acoustical tile ceiling	CFCI	28295	SF			
12.02	Drywall Soffits at perimeter of ballrooms	CFCI	1	lot	\$59,764.50		\$59,764.50
12.02.01	Material for drywall soffit drops	CFCI	6291	SF			
12.02.02	Install drywall soffit drops in ballrooms	CFCI	6291	SF			
12.02.03	Paint soffit drops in ballroom	CFCI	6291	SF			
12.03	Washable ceiling in serving kitchen	CFCI	1	lot	\$6,400.00		\$6,400.00
12.03.01	Material for washable ceiling tile and grid	CFCI	1280	SF			
12.03.02	Install washable ceiling in kitchen area	CFCI	1280	SF			
12.04	Acoustical tile ceiling	CFCI	1	lot	\$108,683.40		\$108,683.40
12.04.01	Material for acoustical 2x2 tile ceilings	CFCI	19236	SF			
12.04.02	Install acoustical ceiling tile and grid suspension system	CFCI	19236	SF			
12.05	New drywall Soffit ceilings	CFCI	1	lot	\$22,389.50		\$22,389.50
12.05.01	Material for new drywall ceiling	CFCI	5303	SF			
12.05.02	Install new drywall Soffit ceilings	CFCI	5303	SF			
12.05.03	Paint new drywall Soffit ceiling	CFCI	1570	SF			
12.06	Paint underside of structure	CFCI	1	lot	\$2,745.00		\$2,745.00
12.06.01	Paint exposed structure	CFCI	2196	SF			
13.00	Moveable Partitions - Airwalls						\$148,270.00
13.01	Structural supports for Airwalls	CFCI	1	lot	\$36,785.00		\$36,785.00
13.01.01	Add structural supports for airwalls	CFCI	177	LF			
13.02	New airwalls with VWC on both sides of panels 10'-0" high	CFCI	1	lot	\$26,785.00		\$26,785.00
13.02.01	Furnish and install airwall panels 10'-0" high	CFCI	487	SF			
13.03	New airwalls with VWC on both sides of panels 12'-0" high	CFCI	1	lot	\$84,700.00		\$84,700.00
13.03.01	Furnish and install airwall panels 12'-0" high	CFCI	1540	SF			



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Line #	Scope of Work Description	CF/CI OF/CI OF/OI	QTY	Unit	Cost per	Client Take Off Extension	Jade Extension
14.00	Toilet Accessories						\$61,877.50
14.01	Toilet partitions	CFCI	1	lot	\$18,175.00		\$18,175.00
14.01.01	Furnish and install toilet partition	CFCI	12	EA			
14.01.02	Furnish and install handicap toilet partitions	CFCI	4	EA			
14.01.03	Furnish and install urinal screens	CFCI	2	EA			
14.01.04	Furnish and install grab bars in handicap toilet partition area	CFCI	15	EA			
14.02	New Baby changing station	CFCI	1	lot	\$12,500.00		\$12,500.00
14.02.01	Furnish new KOALA SS baby changing station Allowance	CFCI	5	EA			
14.02.02	Install new KOALA SS baby changing station	CFCI	5	EA			
14.03	New Women Napkin Dispenser	CFCI	1	lot	\$1,500.00		\$1,500.00
14.03.01	Furnish and install napkin dispenser	CFCI	2	EA			
14.04	Mirrors	CFCI	1	lot	\$2,475.00		\$2,475.00
14.04.01	Furnish and install Mirrors 2'-0" x 3'-0"	CFCI	9	EA			
14.05	Paper towel dispensers / trash receptor	CFCI	1	lot	\$2,250.00		\$2,250.00
14.05.01	Furnish and install paper towel dispensers	CFCI	5	EA			
14.06	Toilet paper dispenser	CFCI	1	lot	\$2,550.00		\$2,550.00
14.06.01	Furnish and install toilet paper dispenser	CFCI	17	EA			
14.07	Soap dispensers	CFCI	1	lot	\$585.00		\$585.00
14.07.01	Furnish and install soap dispensers	CFCI	9	EA			
14.08	New Sinks and Faucets - See plumbing	CFCI	1	lot	\$4,342.50		\$4,342.50
14.08.01	Material for new sinks Thermocat Model # 85400	CFCI	9	EA			
14.08.02	Install new sinks	CFCI	9	EA			
14.08.03	Material for new faucets hands free American standard Model 6055.102002	CFCI	9	EA			
14.08.04	Install new faucets	CFCI	9	EA			
14.08.05	Material for new P-traps and water lines see Plumbing	CFCI	0	EA			
14.08.06	Install P-Traps and water lines - See Plumbing	CFCI	0	EA			



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Line #	Scope of Work Description	CF/CI OF/CI OF/OI	QTY	Unit	Cost per	Client Take Off Extension	Jade Extension
14.09	Toilets and Urnals - See Plumbing	OFCI	1	lot	\$10,500.00		\$10,500.00
14.09.01	Material for toilets and urnals	CFCI	21	EA			
14.09.02	Install for toilets and urnals	CFCI	21	EA			
14.10	Water coolers	OFCI	1	lot	\$7,000.00		\$7,000.00
14.10.01	Furnish and install water coolers	CFCI	2	EA			
15.00	Furnishings						\$0.00
15.01	FF&E	CFCI	1	lot	\$0.00		\$0.00
15.01.01	BY OWNER	CFCI	14	EA			
16.00	Fire-Suppression						\$108,080.00
16.01	Add New fire suppression system to building	CFCI	1	lot	\$108,080.00		\$108,080.00
16.01.01	Add fire suppression system - Sub Quote	CFCI	30000	SF			
17.00	Plumbing						\$29,000.00
17.01	Add new plumbing	CFCI	1	lot	\$29,000.00		\$29,000.00
7.01.01	Add new plumbing Allowance	CFCI	30000	SF			
18.00	HVAC						\$115,000.00
18.01	Add new HVAC System	CFCI	1	lot	\$115,000.00		\$115,000.00
18.01.01	Add New HVAC system including all duct work and 7 new RTU	CFCI	30000	sf			
19.00	Electrical						\$145,000.20
19.01	Add new electrical	CFCI	1	lot	\$145,000.20		\$145,000.20
19.01.01	Add new electrical Allowance	CFCI	30000	SF			
20.00	Equipment - Kitchen Equipment						\$102,720.00
20.01	Prep / Serving Kitchen / Warewashing	CFCI	1	lot	\$102,720.00		\$102,720.00
20.01.01	Prep / Serving Kitchen / Warewashing Allowance	CFCI	1284	SF			
21.00	General Conditions						\$176,500.00
21.01	Equipment	CFCI	20	wks	\$1,500.00		\$30,000.00



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23.08	Unforeseen conditions are excluded.						
23.09	Delays to job schedule due to owner supplied FFE and/or Weather Conditions are excluded.						
23.10	Pricing is subject to change 30 days from date of proposal						
23.11	Pricing is based on 20 week or less job schedule & Hotel Renovation Standard Snake Schedule for Occupied Hotels.						
23.12							

Project Grand Total (Base Scope)

\$2,294,978.75

Suggested GC Contingency

\$

125,000.00

Total Including GC Contingency

\$

2,419,978.75

Alternates Not Included In The Bid

- 1 Handicap access door at one of the exterior entries
- 2 Architectural Fee
- 3 Interior Design Fee
- 4 Kitchen Consultatant Fee
- 5 Furnish and install ADA access to one set of exterior doors

Add \$ 7,500.00

Add \$ 50,000.00

Add \$ 20,000.00

Add \$ 5,000.00

Add \$ 6,500.00

APPLICATION AND CERTIFICATION FOR PAYMENT

AIA DOCUMENT G702

TO OWNER:
Kalamazoo Hotel Group LLC

PROJECT: Kalamazoo Conference Center APPLICATION NO 7

Distribution to:

<input checked="" type="checkbox"/>	OWNER
<input type="checkbox"/>	ARCHITECT
<input type="checkbox"/>	CONTRACTOR

11705 Airport Way
Broomfield, CO 80021

Renovation

PERIOD TO: 11/30/2018

FROM CONTRACTOR:

VIA ARCHITECT:

Kalamazoo, MI 49009

START DATE: 11/30/2017

Jade Group, Inc.

1870 Buford Hwy
Duluth, GA 30097CONTRACT #: 3839
CONTRACT DATE: 9/13/2017

PROJECT NOS: 3839

REFERENCE JADE GROUP INVOICE #:

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.

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.

1. ORIGINAL CONTRACT SUM	\$	2,324,550.36
2. Net change by Change Orders	\$	478,116.05
3. CONTRACT SUM TO DATE	\$	2,802,666.41
4. TOTAL COMPLETED & STORED TO DATE	\$	2,216,486.81
5. RETAINAGE:		
a. Completed Work	\$	72,088.80
b. Stored Material	\$	0.00
Total Retainage	\$	72,088.80
6. TOTAL EARNED LESS RETAINAGE	\$	2,144,398.01
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT	\$	1,731,583.63
8. CURRENT PAYMENT DUE	\$	412,814.38
9. BALANCE TO FINISH, INCLUDING RETAINAGE	\$	586,179.60

CONTRACTOR:

By: Bud Boerj VP-Finance Date: 12/07/18State of: Georgia County of: Gwinnett
Subscribed and sworn to before me this 7th day of December, 2018
Notary Public: Shannon Knapp
My Commission expires: 5-1-2021

ARCHITECT'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the 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.)

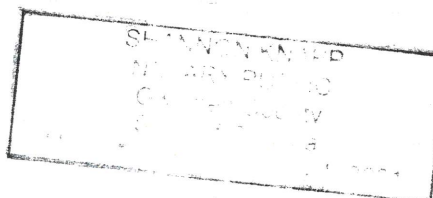
ARCHITECT:

By: _____ Date: _____

This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$225,455.83	\$0.00
Total approved this Month	\$252,660.22	\$0.00
TOTALS	\$478,116.05	\$0.00
NET CHANGES by Change Order	\$478,116.05	

SHANNON KNAPP
NOTARY PUBLIC
Gwinnett County
State of Georgia
My Comm. Expires May 1, 2021



CONTINUATION SHEET

AIA DOCUMENT G703

AIA Document G702, APPLICATION AND CERTIFICATION FOR
PAYMENT, containing

APPLICATION NO: 7

Contractor's signed certification is attached.

Job #3839

APPLICATION DATE: 12/7/2018

Jade Group, Inc.

PERIOD TO: 11/30/2018

Item	Description	Scheduled Value	From Previous Application	This Period	% Complete	Stored Materials	Total Complete to Date	Balance to Finish (Gross)	Retainage To Date	Retainage This Period	This Pay App.
1	Division 9 - Finishes										
	Division 9 - Finishes	\$ 1,143,838.49	\$ 774,328.72	\$148,766.22	81%		\$923,094.94	\$220,743.55	\$25,740.02	-\$37,692.88	\$186,459.10 x
2	Site										
	Site	\$ 12,000.00	\$ -	\$0.00	0%		\$0.00	\$12,000.00	\$0.00	\$0.00	\$0.00
3	Demo										
	REMOVED FROM CONTACT (\$95,429)	\$ -	\$ -	\$0.00	0%		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
4	Concrete										
	Concrete	\$ 168,607.00	\$ 168,607.00	\$0.00	100%		\$168,607.00	\$0.00	\$0.00	-\$3,432.70	\$3,432.70 x
5	Structrural										
	Structrural	\$ 67,003.00	\$ 67,003.00	\$0.00	100%		\$67,003.00	\$0.00	\$0.00	\$0.00	\$0.00
6	Roofing										
	Roofing	\$ 180,848.34	\$ 130,181.05	\$50,667.29	100%		\$180,848.34	\$0.00	\$0.00	-\$8,608.95	\$59,276.24 x
7	Plumbing										
	Plumbing	\$ 88,361.72	\$ 88,361.72	\$0.00	100%		\$88,361.72	\$0.00	\$6,995.31	\$0.00	\$0.00
8	HVAC										
	HVAC	\$ 166,408.00	\$ 155,046.16	\$698.13	94%		\$155,744.29	\$10,663.71	\$12,472.34	-\$1,430.14	\$2,128.27 x
9	Electrical										
	Electrical	\$ 152,295.21	\$ 118,119.16	\$4,080.89	80%		\$122,200.05	\$30,095.16	\$8,133.70	-\$1,224.27	\$5,305.16 x
10	Fire Suppression										
	Fire Suppression	\$ 142,182.39	\$ 82,793.45	\$37,859.86	85%		\$120,653.31	\$21,529.08	\$12,371.20	\$3,785.98	\$34,073.88 x
11	Kitchen Equipment										
	Kitchen Equipment	\$ 102,720.00	\$ -	\$0.00	0%		\$0.00	\$102,720.00	\$0.00	\$0.00	\$0.00
12	General Conditions										
	General Conditions	\$ 176,500.00	\$ 133,375.00	\$43,125.00	100%		\$176,500.00	\$0.00	\$0.00	\$0.00	\$43,125.00 x
13	GC OH&P										
	GC OH&P	\$ 149,922.00	\$ 104,945.54	\$20,988.94	84%		\$125,934.48	\$23,987.52	\$0.00	\$0.00	\$20,988.94 x
14	Taxes										
	Taxes	\$ 23,138.36	\$ 23,138.36	\$0.00	100%		\$23,138.36	\$0.00	\$0.00	\$0.00	\$0.00
15	Permits										
	Permits	\$ 10,335.00	\$ -	\$639.05	6%		\$639.05	\$9,695.95	\$0.00	\$0.00	\$639.05 x
16	GC Contingency										
	GC Contingency - Remaining										
	Change Orders										
17	Change Order 18	\$ 218,506.90	\$ -	\$63,762.27	29%		\$63,762.27	\$154,744.63	\$6,376.23	\$6,376.23	\$57,386.04
	GRAND TOTALS	\$ 2,802,666.41	\$ 1,845,899.16	\$370,587.65	79%	\$0.00	\$2,216,486.81	\$586,179.60	\$72,088.80	-\$42,226.73	\$412,814.38

COMMERCIAL NEW CONSTRUCTION PROJECT

OWNER: Kalamazoo Hotel Group, LLC

CONTRACTOR'S NAME: Jade Group Inc.

PERIOD FROM: 10/1/2018 TO 11/30/18

REQUEST NO.: 07

3

SWORN STATEMENT FOR
CONTRACTOR OR SUBCONTRACTORSTATE OF MICHIGAN)
) ss
COUNTY OF)

Shannon Knapp

being sworn, states the following::

(1) That Jade Group Inc.

County, Michigan, described as follows:

is the (contractor)(subcontractor) for an improvement to the following described real property situated in

Kalamazoo Conference Center

2747 Holiday Lane

Kalamazoo, MI 49009

(insert legal description of property)

(2) That the following is a statement of each subcontractor and supplier, and laborer for whom the payments of wages or fringe benefits and withholdings is due but unpaid, with whom the (contractor)(subcontractor) has (contracted)(subcontracted) for performance under the contract with the owner or lessee of the property, and the amounts due to the persons as of the date of this statement are correctly and fully set forth opposite their names:

No.	Subcontractor, Supplier or Laborer	Type of Improvement Furnished	Total Contract Price	*Change Orders (+) or (-)	*Adjusted Contract Price	Amount Already Paid	Held by Jade Const.	Amount Currently Owning	*Total Retention Withheld	Balance To Complete	Amount of Laborer Wages Due But Unpaid	Amount of Laborer Fringe Benefits and Withholdings Due But Unpaid
1	Partitions Systems	Operable Air Walls	58,420.00		58,420.00	53,575.20				4,844.80		
	Fisher Doors	Entrances Interior and Exteriors	20,200.00		20,200.00					20,200.00		
	Fisher Doors	Doors and Hardware	58,325.00		58,325.00	9,000.00				49,325.00		
	Home Depot	Studs/Trocks/Etc.	68,187.68		68,187.68	68,187.68				0.00		
	Daltile	Tiles/Base/Etc.	19,218.19		19,218.19	19,218.19				0.00		
	Gypsum Drywall	Drywall/Etc.	5,201.97		5,201.97	5,201.97				0.00		
	Eykon Design	VWC	1,383.76		1,383.76	1,383.76				0.00		
	Central Ceiling West	Ceiling/Drywalls/Framing/Etc.	185,200.00	33,146.75	218,346.75	109,000.00		37,723.50	15,091.50	56,531.75		
	Jade Group Inc.-TBD	Carpet-Budget	46,692.00		46,692.00					46,692.00		
	Jade Group Inc.-TBD	Acoustical Tile-Budget	52,899.00		52,899.00			52,899.00	0.00	0.00		
	Jade Group Inc.	In house Labor	495,673.40	99,290.74	594,964.14	445,329.02		95,836.60	10,648.52	43,150.00		
	Sub Total		1,011,401.00	132,437.49	1,143,838.49	710,895.82	0.00	186,459.10	25,740.02	220,743.55		
2	Self Performed Jade Group, Inc.	Site Work Extend Landing	12,000.00		12,000.00					12,000.00		
3	Self Performed Jade Group, Inc.	Demo-Removed from Contract (\$95,429)	0.00		0.00					0.00		
4	Kent Companies	Concrete	62,523.00	71,757.00	134,280.00	134,280.00		0.00	0.00	0.00		
5	Jade Group Inc.	Concrete-In house labor	34,327.00	0.00	34,327.00	30,894.30		3,432.70	0.00	0.00		
	Sub Total		96,850.00	71,757.00	168,607.00	165,174.30	0.00	3,432.70	0.00	0.00		
6	Roberts Steel Erections	Structural	29,782.00	30,218.00	60,000.00	60,000.00		0.00	0.00	0.00		
	Jade Group Inc.	Structural-In house labor	7,003.00		7,003.00	7,003.00		0.00	0.00	0.00		
	Sub Total		36,785.00	30,218.00	67,003.00	67,003.00	0.00	0.00	0.00	0.00		
7	Modern Roofing, Inc.	Roofing	155,376.00	19,871.34	175,247.34	116,532.00		58,715.34	0.00	0.00		
	Jade Group Inc.	Roofing-In house labor	5,601.00		5,601.00	5,040.10		560.90	0.00	0.00		
	Sub Total		160,977.00	19,871.34	180,848.34	121,572.10	0.00	59,276.24	0.00	0.00		
8	TNT Plumbing	Plumbing	31,700.00	37,519.72	69,219.72	58,137.98	6,862.02	0.00	4,219.72	0.00		
	Jade Group Inc.	Plumbing-In house labor	19,142.00		19,142.00	16,366.41		0.00	2,775.59	0.00		
	Sub Total		50,842.00	37,519.72	88,361.72	74,504.39	6,862.02	0.00	6,995.31	0.00		
9	R&R Mechanical	HVAC	96,451.48	51,408.00	147,859.48	122,754.80	1,968.63	0.00	12,472.34	10,663.71		
	Jade Group Inc.	HVAC-In house labor	18,548.52		18,548.52	16,420.25		2,128.27	0.00	0.00		
	Sub Total		115,000.00	51,408.00	166,408.00	139,175.05	1,968.63	2,128.27	12,472.34	10,663.71		
11	S&J Electrical	Electrical	41,616.07		41,616.07	41,616.07		0.00	0.00	0.00		
	True Freedom Electric	Electrical	87,060.35	7,295.01	94,355.36	56,036.70	90.00	0.00	8,133.70	30,094.96		
	Jade Group Inc.	Electrical-In house labor	16,323.58		16,323.58	11,018.42		5,305.16	0.00	0.00		
	Sub Total		145,000.20	7,295.01	152,295.21	108,671.19	90.00	5,305.16	8,133.70	30,094.96		
12	KLF Fire Service Contr.	Fire Supression	56,424.37	27,355.09	83,779.46	52,221.93		10,325.98	6,949.77	14,281.78		
	Fire Pros	Fire Supression	15,000.00	6,747.30	21,747.30	8,550.00		4,500.00	1,450.00	7,247.30		
	Jade Group Inc.	Fire Supression-In house labor	36,655.63		36,655.63	13,436.30		19,247.90	3,971.43	0.00		
	Sub Total		108,080.00	34,102.39	142,182.39	74,208.23	0.00	34,073.88	12,371.20	21,529.08		
13	Jade Group Inc.-TBD	Kitchen Equipment	102,720.00		102,720.00					102,720.00		
	Sub Total		102,720.00	0.00	102,720.00	0.00	0.00	0.00	0.00	102,720.00		
14	Jade Group Inc.	General Conditions	176,500.00		176,500.00	133,375.00		43,125.00	0.00	0.00		
15	Jade Group Inc.	GC OH&P	149,922.00		149,922.00	104,945.54		20,988.94	0.00	23,987.52		
16	Jade Group Inc.	TAX	23,138.36		23,138.36	23,138.36		0.00	0.00	0.00		
17	Jade Group Inc.	Permits	10,335.00		10,335.00	0.00		639.05	0.00	9,695.95		
18	Jade Group Inc.	GC Contingency - Remaining	125,000.00	-125,000.00	0.00			0.00	0.00	0.00		
	Change Order 18- Esper Electric			182,640.00	182,640.00	0.00		57,386.04	6,376.23	118,877.93		
19	Change Order 18- Jade Group, Inc			35,866.90	35,866.90	0.00		0.00	0.00	35,866.90		
	TOTALS		2,324,550.56	259,608.95	2,802,666.41	1,722,662.98	8,920.63	412,814.38	72,088.80	586,179.60		

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

I make this statement as the (contractor)(subcontractor) or as _____ of the (contractor)(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 in this statement

and except for claims of construction liens by laborers which may be provided pursuant to section 109 of the construction lien act, 1980 PA 497, MCL 570.1109.

WARNING TO OWNER: AN OWNER OR LESSEE OF THE PROPERTY SHALL 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 UNDER SECTION 109 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 470.1109, TO THE DESIGNEE OR TO THE OWNER OR LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

IF THIS SWORN STATEMENT IS IN REGARD TO A RESIDENTIAL STRUCTURE, ON RECEIPT OF THE SWORN STATEMENT, THE OWNER OR LESSEE, OR THE OWNER'S OR LESSEE'S DESIGNEE, MUST GIVE NOTICE OF ITS RECEIPT, EITHER IN WRITING, BY TELEPHONE, OR PERSONALLY, TO EACH SUBCONTRACTOR, SUPPLIER, AND LABORER WHO HAS PROVIDED A NOTICE OF FURNISHING UNDER SECTION 109 OR, IF A NOTICE OF FURNISHING IS EXCUSED UNDER SECTION 108 OR 108A, TO EACH SUBCONTRACTOR, SUPPLIER AND LABORER NAMED IN THE SWORN STATEMENT. IF A SUBCONTRACTOR, SUPPLIER, AND LABORER WHO IS ENTITLED TO NOTICE OF RECEIPT OF THE SWORN STATEMENT MAKES A REQUEST, THE OWNER, LESSEE OR DESIGNEE SHALL PROVIDE THE REQUESTER A COPY OF THE SWORN STATEMENT WITH 10 BUSINESS DAYS AFTER RECEIVING THE REQUEST.

WARNING TO DEPONENT: A PERSON WHO GIVES A FALSE SWORN STATEMENT WITH INTENT TO DEFRAUD IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110 OF THE CONSTRUCTION LIEN ACT, 1980 PA 497, MCL 570.1110.

WAIVER OF LIEN

For a Valuable Consideration, paid to the undersigned, the receipt whereof is hereby confessed and acknowledged, the undersigned hereby waive, release and relinquish any and all claims of right of lien which the undersigned now has or may have hereafter upon the premises described in the above sworn statement, for the labor and material, general supervision of construction, or otherwise.

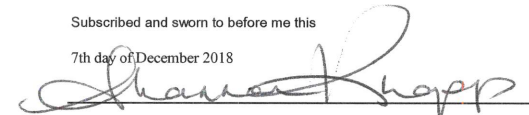
_____ hereby agrees to indemnify and hold First American Title Insurance Co. harmless against any lien, claim of lien, claim, or suit of or by any subcontractor, supplier, laborer or other construction lien claimant if said lien, claim, or suit is asserted by a claimant whose compensation for services or materials furnished was, or should have been, received whether directly, or indirectly out of funds paid pursuant hereto. This indemnity includes, but is not limited to, a reimbursement of all legal fees and other reasonable expenses connected with the proper defense by First American Title Co. of its insureds against claims of construction liens.



Bud Bowden, VP Finance
Deponent

Subscribed and sworn to before me this

7th day of December 2018

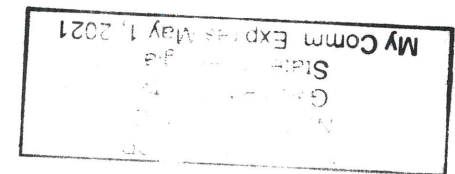
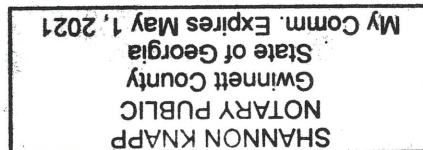


Notary Public, Gwinnett County, Georgia -

My commission expires

5-1-2021

By _____ Date 12/07/18



FULL UNCONDITIONAL WAIVER

File No.: _____

I/We have a contract with: Kalamazoo Hotel Group, LLC
(other contracting party)

to provide: Material and Labor

for the improvement of the property described as: 2747 S 11th Street Kalamazoo, MI 49009

Commonly known as: Delta by Marriott Conference Center

has been fully paid and satisfied. By signing this waiver, all my/our construction lien rights against the described property are waived and released.

If the owner or lessee of the property or the owner's or lessee's designee has received a notice of furnishing from me/one of us or if I/we are not required to provide one, and the owner, lessee, or designee has not received this waiver directly from me/one of us, the owner, lessee, or designee may not rely upon it without contacting me/one of us, either in writing, by telephone, or personally, to verify that it is authentic.

Jade Group, Inc

Company Name

A. Gabriel Kouriel

Signature of Lien Claimant

Signed on: 9-20-2019
(Date)

A. Gabriel Kouriel

Printed Name of Lien Claimant

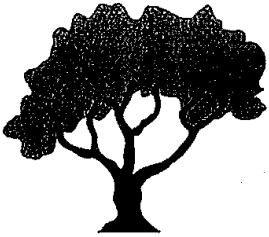
Address: 1870 Buford Hwy
Duluth, GA 30097

Telephone: 678-209-0999

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



First American Title Insurance Company



J&S Tree Removal, Inc.

RECEIVED
269-628-5737
DEC 4 2018
269-207-1681 269-375-2405
BY: _____

PROPOSAL/INVOICE

PROPOSAL NO.
SHEET NO.
DATE 11-28-18

PROPOSAL SUBMITTED TO:

NAME Pella by Norciatt
ADDRESS 1151 Kalamazoo
CITY, STATE
PHONE NO.

WORK TO BE PERFORMED AT:

ADDRESS
CITY, STATE
DATE OF PLANS
ARCHITECT

We hereby propose to furnish the materials and perform the labor necessary for the completion of:

Removal + trim up trees around
Parking lot + building
Removal of Brush + wood.

SIGNATURE
AMOUNT
ACCOUNT
INVOICE DATE
INVOICE #
VENDOR

\$10,500

All material is guaranteed to be as specified, and the above work to be performed in accordance with the drawings and specifications submitted for above work and completed in a substantial manner for the sum of

Payments due on completion unless otherwise specified

Dollars (\$10,500)

Any alteration or deviation from above specifications involving extra cost will be executed only upon written order, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accident or delays beyond our control.

Respectfully submitted

Per

VENDOR

INVOICE #

J&S Tree Removal
11/28/18

Note - This proposal may be withdrawn
by us if not accepted within 30 days

INVOICE DATE

ACCOUNT

AMOUNT

SIGNATURE

Date

ACCEPTANCE OF PROPOSAL

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payments will be made as outlined above.

21163
10500

Signature

Signature

OK to pay contractor directly. Satisfied with work. Insured Signature

Kalamazoo Hotel Group
dba Delta Hotels by Marriott Kalamazoo
Po Box 351979
Westminster, CO 80035

TCF
Accounts Payable

009046

23-101
1020

Ten Thousand Five Hundred and 00/100 Dollars

Check No.	Date	Amount
009046	12/13/2018	10,500.00

Pay To The Order Of J&S Tree Removal Inc.
17479 CR 653
Gobles, MI 49055

NON-NEGOTIABLE
Authorized Signature

COPY

Kalamazoo Hotel Group

009046

Date	Invoice No.	Invoice Date	Description	Amount
12/13/2018	November Tree	11/28/2018		10,500.00
Check Date	12/13/2018	Check Number	009046	Total
				10,500.00

**MICHIGAN
BROWNFIELD
REDEVELOPMENT
PROGRAM**

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

517-284-5169, DEQBrownfields@Michigan.gov

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

PROJECT DETAILS

Grantee / Borrower Name: <i>Kalamazoo County Brownfield Redevelopment Authority</i>		<input type="radio"/> Grant Report	<input checked="" type="radio"/> Loan Report
Project Name: <i>Paper City Development, LLC</i>		Tracking Code: <i>2018-1323</i>	Request #: <i>N/A</i>
Purchase Order Number: <i></i>		Location Code: <i>6705</i>	
Dates of Reporting: Begin: <i>Jan 1, 2025</i>	End: <i>Mar 31, 2025</i>	Quarter: <i>2 (Jan-Mar)</i>	Fiscal Year: <i>2025</i>
Name of Contact Person: <i>Ken Peregon</i>		Contract Expires On: <i>Oct 8, 2025</i>	
Title of Contact Person: <i>Chairperson, KCBRA</i>	Phone Number: <i>+1 (269) 384-8305</i>		
Remittance Address: <i>201 West Kalamazoo Avenue</i>			
City: <i>Kalamazoo</i>	State: <i>Michigan</i>	Zip Code: <i>49007</i>	

EXPENDITURES

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

Invoice Number	Invoice Date	Vendor	Task Number (refer to approved work plan)	Amount	Proof of Payment (list check number or other reference)
<i>BRA-EGLE GL Q2 2025</i>	<i>3/31/2025</i>	<i>Kalamazoo County</i>	<i>Task 5</i>	<i>\$204.34</i>	<i>Pending</i>
<i>2295</i>	<i>4/15/2025</i>	<i>Phillips Environmental</i>	<i>Task 2C</i>	<i>\$630.00</i>	<i>Pending</i>
<i>2298</i>	<i>4/15/2025</i>	<i>Phillips Environmental</i>	<i>Task 2G</i>	<i>\$560.00</i>	<i>Pending</i>
<i>2297</i>	<i>4/15/2025</i>	<i>Phillips Environmental</i>	<i>Task 5</i>	<i>\$140.00</i>	<i>Pending</i>
TOTAL:				\$1,534.34	

PROGRESS REPORT

Task Number	Work plan Budget Approved to Date	Invoiced This Quarter	Invoiced to Date	Activity this quarter (include progress made, status, budget, concerns, and/or problems encountered)
<i>1. Assessment and Investigation</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>\$0.00</i>	<i>N/A</i>
<i>2. Due Care</i>	<i>\$755,617.00</i>	<i>\$1,190.00</i>	<i>\$399,046.93</i>	<i>Planning for next phase of development, including soil transportation and disposal.</i>
<i>3. Demolition</i>	<i>\$407,590.00</i>	<i>\$0.00</i>	<i>\$392,435.72</i>	<i>N/A</i>
<i>4. 3rd Party Oversight</i>	<i>\$40,000.00</i>	<i>\$0.00</i>	<i>\$9,732.50</i>	<i>N/A</i>

Brownfield Redevelopment Grant and Loan Quarterly Report and Payment Request

Project Name: **Paper City Development, LLC** Report #: **N/A** Fiscal Year: **2025** Quarter: **2 (Jan-Mar)**

Task Number	Work plan Budget Approved to Date	Invoiced This Quarter	Invoiced to Date	Activity this quarter (include progress made, status, budget, concerns, and/or problems encountered)
5. Loan Administration	\$37,500.00	\$344.34	\$12,369.21	Administration
6. Contingency	\$0.00	\$0.00	\$0.00	N/A
TOTALS:	\$1,240,707.00	\$1,534.34	\$813,584.36	

Describe proposed activity next quarter including proposed date to complete.

The field below will expand as you type. If additional room is desired, please attach additional sheets to this form.

Continue Due Care Planning and Documentation for next phase of redevelopment, including soil transportation and disposal. Transportation and disposal of soils from the courtyard area is currently being bid.

LOAN AWARDS INTEREST EARNED

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

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

STATEMENT OF REVIEW AND APPROVAL

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

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

Please type name of individual checking the above statement: **Rachael Grover, Planning and Development Director**

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

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

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

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

The Mill @ Vicksburg Loan Administration Project # 2018-1323							
Date	Time (hours)	Quarter 2 (State FY2025) Description	Staff (#)	Rate (\$)	Fringe (%)	Total Cost	Fiscal Quarter
1/15/2025	1	FY25Q1 Loan Report Prep - Walters	1	36.49	40	\$ 51.09	2
2/11/2025	1	Meeting with EGLE - walters	1	36.49	40	\$ 51.09	2
2/26/2025	1	Email with PCD Accountant- walters	1	36.49	40	\$ 51.09	2
3/13/2025	1	Proof of Payment & Summary review - Macy Walters	1	36.49	40	\$ 51.09	2
Total hours		4	Total Q2 Loan Admin costs			\$204.34	

walters 4

Grover 0

*note walters salary increase in January Q1

**Fringe rate 40% as of Jan 2025



**Phillips Environmental
Consulting Services, Inc.**

201 North Michigan Avenue
Vicksburg, MI 49097

Invoice

DATE	INVOICE #
4/15/2025	2295

BILL TO

Paper City Development
101 South Main Street
Vicksburg, MI 49097

		PROJECT		
		1046A - Vicksburg Mill		
DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
1/20/2025	Calls and e-mail with Attorney Steve S. re: soil excavation planning.	0.75	140.00	105.00
1/28/2025	Call regarding environmental timing for the next phase to include soil grading, including prep.	1.5	140.00	210.00
3/1/2025	Review e-mails from Attorney Steve. S. and comment.	0.5	140.00	70.00
4/6/2025	Update Construction Environmental Management Plan and send to Construction Contractor in preparation to bid soil transportation and disposal.	1.25	140.00	175.00
4/7/2025	On site meeting with Mike Frederick of Frederick Construction to view planned soil removal area in preparation for bidding.	0.5	140.00	70.00
Loan Task 2C - Soil Management		Total		\$630.00
Phone #		Balance Due		
269-501-5079		\$630.00		



**Phillips Environmental
Consulting Services, Inc.**

201 North Michigan Avenue
Vicksburg, MI 49097

Invoice

DATE	INVOICE #
4/15/2025	2298

BILL TO

Paper City Development
101 South Main Street
Vicksburg, MI 49097

		PROJECT		
		1046A - Vicksburg Mill		
DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
1/22/2025	Review with lead contractor VI status and soil management requirements.	0.75	140.00	105.00
1/27/2025	Prepare a spreadsheet with interior building remediation requirements.	3.25	140.00	455.00
Loan Task 2G - Due Care M&P		Total		\$560.00

Phone #
269-501-5079

Balance Due	\$560.00
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**Phillips Environmental
Consulting Services. Inc.**

201 North Michigan Avenue
Vicksburg, MI 49097

Invoice

DATE	INVOICE #
4/15/2025	2297

BILL TO

Paper City Development
101 South Main Street
Vicksburg, MI 49097

		PROJECT		
		1046A - Vicksburg Mill		
DATE	DESCRIPTION	QUANTITY	RATE	AMOUNT
1/20/2025	Quarterly report preparation and budget spreadsheet update.	0.5	140.00	70.00
4/8/2025	Monthly call with County and EGLE.	0.5	140.00	70.00
Task 5 - Loan Administration		Total \$140.00		
Phone #	Balance Due \$140.00			
269-501-5079				

Account Detail History



2025 Period 1 to 13
Entry Date On or After: 1/1/1900
Include Entries: No Selection

Year	Per	Journal	Src	Eff Date	Reference 1	Reference 2	Reference 3	Check #	OB	Debits	Credits	Net Change
DIVIDENDS										0.00	4,288.54	(4,288.54)
2025	1	2179	GNI	1/31/2025	RECORD						1,486.91	-1,486.91
2025	2	2560	GNI	2/28/2025	RECORD						1,335.62	-2,822.53
2025	3	2903	GNI	3/31/2025	RECORD						1,466.01	-4,288.54
											4,288.54	(4,288.54)

4/15/2025 10:03:29 AM

Page 1 of 1

Interest received inFY25Q2 \$4,288.54



Planning & Development Department

201 West Kalamazoo Avenue, Rm. 207 • Kalamazoo, Michigan 49007

Phone: (269) 384-8112 • Email: RAGROV@kalcounty.com

INTER-OFFICE INVOICE

BILL TO

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

Invoice

Invoice No.	BRA-EGLE GL Q2 2025
-------------	------------------------

DATE	DUE DATE
03/31/25	--

DATE	DESCRIPTION	Cost	Qty	AMOUNT
03/31/25	2024 BRA EGLE Mill Loan admin. hours County Pay Periods 1-6 12/28/24 - 3/21/25			
	BRA (BRA70390-L-99200-00001 Loan Admin Expense)			
	Macy Walters Loan (4 hours)	145.96	1	145.96
	Fringe Benefits 40%	58.38	1	58.38
	Rachael Grover Loan 0 hours)	-	1	-
	Fringe Benefits 40%	-	1	-
THANK YOU! ☺		TOTAL ---->		\$ 204.34



Kalamazoo County Brownfield Redevelopment Authority

The B on Burdick



Nature of Business

Bogan Developments is a real estate development firm focused on elevating the living standards of children, families, and individuals by creating affordable and workforce housing paired with neighborhood-based amenities. The company successfully placed Zone 32 Phase I into service, a project in which the Kalamazoo County Brownfield Redevelopment Authority participated. Bogan Developments is currently advancing Phase II of this project. The firm is headquartered in the Northside neighborhood of Kalamazoo.

Similar Projects Developed

Developments Completed:

Zone 32 Phase I – A mixed-use development featuring workforce housing (serving residents at 60%–120% AMI), an early learning center in partnership with the YMCA of Greater Kalamazoo, and office space.

Developments in the Pipeline:

Zone 32 Phase II – Building on the success of Phase I, this project will introduce additional affordable housing units. It is a 4% LIHTC development targeting families and individuals earning 40%–70% of AMI. While the project has secured all necessary soft capital, it is currently awaiting gap funding approval from MSHDA.

Lighthouse Ridge – Located in South Haven Township, this development is a partnership with Wallick Communities and Mno-Bmadsen, the non-gaming investment arm of the Pokagon Band of Potawatomi. Lighthouse Ridge was ranked as MSHDA's #1 rural LIHTC project in the April 1, 2025 submission round. The development will deliver 52 units with rents affordable to households earning between 30%–80% of AMI.



KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

PART I PROJECT APPLICATION

Please provide information in the areas listed below, if available. (Please attach additional pages if needed)

1 Date of Application: April 16th 2025

Business Information

2 Name of Applicant: Bogan Developments

3 Business Address: 801 N Pitcher St Kalamazoo, MI 49007

4 Business Telephone Number: (908) 875 4999

5 Contact Person(s) & Title: Jamauri Bogan - Developer

6 Contact Person(s) Telephone Number: (908) 875 4999

7 Contact Person(s) Fax Number:

8 Contact Person(s) Email Address: bogandevelopments@gmail.com

9 Entity Type: Proprietorship
Partnership
Corporation
Other (specify) LLC

10 Describe nature and history of business:

See attached

11 List similar projects developed over the last five years (if any):

See attached

Proposed Project Site Information

12 Address(es) (if known): See attached

13 Tax IDs: See attached

14 Present Owner(s): WESTLEY DEVELOPMENT COMPANY LLC , SHINDA SONS LLC, VRBB 824, and VRBB 904

15 Date Present Owner(s) Acquired Property (if known): N/A

16 Does applicant have land control: No Yes x

If yes, please describe (owner, lessee, option or purchase agreement, etc.):

The applicant owns several parcels and has others under agreements.

17 Any currently known environmental issues? Yes!

18 Is applicant a liable party for environmental issues at site?

No x Yes

19 Is access to site permitted?

No Yes x

20 Project Type: New

x

Relocation

Expansion

Rehabilitation

21 Project Size:

Parcel Size (acres):

3.1

Existing building area (sq ft):

New building area (sq ft):

90,000 sq ft

22 Project timeline (proposed or actual):

Start date: Spring 2026

Completion Date: Winter 2027

23

Additional Materials (Please put an X for those items that are available and attach to your application, if possible):

Business Plan

Financial Commitments

Market Analysis

Environmental Information/Reports

Architectural/Site Plans

x

Tax Base Information

24 Total Investment Anticipated: \$27,000,000

If available, please attach a detailed projection of project costs and proposed funding sources.

Categories of costs may include real estate, demolition, environmental, new construction, renovation, new equipment, and other as appropriate.

25 Eligible activities for which potential funding may be sought:

Phase I ESA

x

Phase II ESA

BEA

x

Due Care

Hazardous Materials Building

x

Surveys (asbestos and Lead)

Clean-up Planning

Additional Response Activities

x

Demolition

Lead and Asbestos Abatement

Site Preparation (City of Kalamazoo, City of Portage)

Infrastructure Improvements

26 Current State Equalized Value: \$942,000

27 Estimated State Equalized Value after Project Completion: \$10,000,000

28 Full Time Equivalent (FTE) Employees:

FTE Jobs Retained: 15

FTE Jobs Created: 60

Signature on this page is required along with the contact information requested.

I certify that the foregoing is true and accurate to the best of my knowledge and that I am hereby authorized to submit this application on behalf of the proposed project and requesting party

Signature



Date

4/16/2025

Title CEO / Developer

Direct office or cell number (908) 875 4999

Fax number

Email address boganddevelopments@gmail.com

If you have questions regarding the application, please contact:

Kalamazoo County Government

Macy Rose Walters, Brownfield Redevelopment Administrator

Email: mrwalt@kalcounty.com

Department of Planning and Development

Kalamazoo County Brownfield Redevelopment Authority

201 W. Kalamazoo Avenue, Room 207

Kalamazoo, MI 49007

Office Phone: (269) 384-8305

KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY
PART II PROJECT APPLICATION

Please provide information in the areas listed below, if available. (Please attach additional pages if needed)

1 Date of Application: April 16th, 2025

Business Information

2 Name of Applicant: Bogan Developments

3 Business Address: 801 N Pitcher St Kalamazoo, MI 49007

4 Business Telephone Number: (908) 875 4999

5 Contact Person(s) & Title: Jamauri Bogan - Developer

6 Contact Person(s) Telephone Number: (908) 875 4999

7 Contact Person(s) Fax Number:

8 Contact Person(s) Email Address: bogandevelopments@gmail.com

Proposed Project Site Information

9 Address(es) (if known): See attached

10 Tax IDs: See attached

11 Project timeline (proposed or actual):

Start date: Spring 2026 Completion Date: Winter 2027

12

Additional Materials (Please put an X for those items that are available and attach to your application, if possible):

Business Plan	<input type="checkbox"/>	Financial Commitments	<input type="checkbox"/>
Market Analysis	<input type="checkbox"/>	Environmental Information/Reports	<input type="checkbox"/>
Architectural/Site Plans	<input checked="" type="checkbox"/>		

Project Team

Bank/Financing: Not confirmed at this moment

Legal Counsel: Steve Rypma - Honigman

Environmental Consultant: Davin Ojala - SME

Architect: Jason Novotny - Towerinkster

Construction Management: Andrew Schipper - AVB

Other:

Proposed Brownfield Funding Requested \$69,6000

13 Total Investment Anticipated:	\$ 27,000,000	-
Land:		\$4,148,000
New Construction/Site Improvements:		\$22,852,000
Eligible Brownfield Activities (Specify):		
Other (Specify below):		
Total Capital Investment:		\$ 27,000,000

Funding Sources Requested:

Kalamazoo County Brownfield Redevelopment Authority

Authority Grant/Loan Funding:

\$ 66,100.00

Brownfield Plan and Act 381 Work Plan(s):

Other Funding (example EPA Assessment grant funding):

Michigan Department of Environment, Great Lakes, and Energy

Brownfield Redevelopment Grant:

Brownfield Redevelopment Loan:

Brownfield Assessment:

Michigan Economic Development Corporation

Community Revitalization Program Loan and/or Grant:

Business Development Program Loan and/or Grant:

Total Brownfield Funding Requested:

\$ 66,100.00

*funding amount listed by
BRA Staff - MW

If available, please attach a detailed projection of project costs and proposed funding sources. Categories of costs may include real estate, demolition, environmental, new construction, renovation, new equipment, and other as appropriate.


14 Do you intend on or anticipate appealing the property taxes for this project site?

No ☒

Yes ☐

Signature on this page is required along with the contact information requested.

I certify that the foregoing is true and accurate to the best of my knowledge and that I am hereby authorized to submit this application on behalf of the proposed project and requesting party

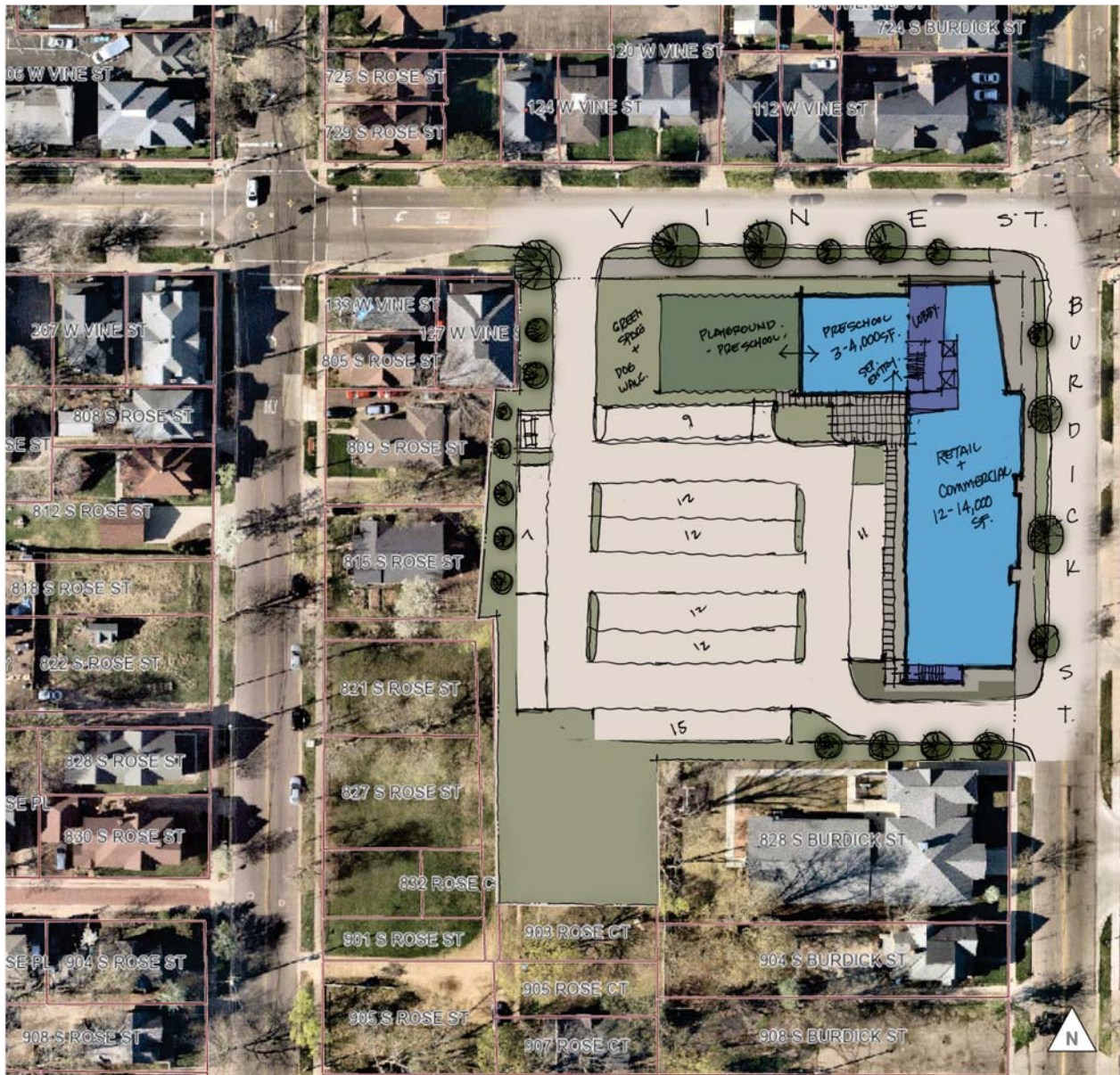
Signature		Date	
Title			
Direct office or cell number			
Fax number	Spring 2026		
Email address	Winter 2027		

If you have questions regarding the application, please contact:

Macy Rose Walters, Brownfield Redevelopment Administrator

Email:mrwalt@kalcounty.com
KCBRA Office: (269) 384-8305

Kalamazoo County Government
Planning and Development Department
Kalamazoo County Brownfield Redevelopment Authority
201 W. Kalamazoo Avenue
Kalamazoo, MI 49007
Room 207



FIRST FLOOR + SITE CONCEPT
SCALE: 1" = 30'-0"

FIRST FLOOR ALLOCATIONS

- RETAIL + COMMERCIAL: 18,000 SF
- 3-4,000 SF
- 12-14,000 SF
- SHARED/ CIRCULATION
- PARKING: 90 SPACES
INCL ADA + LOADING

BUILDING TOTALS:

- RETAIL + COMMERCIAL: 15-18,000 SF
- RESIDENTIAL: 80 UNITS
- PARKING: 90 SPACES
INCL ADA + 1 LOADING

Site	Acreage	
824 S Burdick	0.162	06-22-186-001
904 S Burdick	0.203	06-22-191-001
802 S Burdick	0.3	06-22-181-002
107 W Vine	0.204	06-22-181-001
822 Burdick	0.198	06-22-186-138
814 S Burdick	0.3	06-22-186-139
115 W Vine	0.144	06-22-180-003
119 W Vine	0.454	06-22-185-008
821 S Rose St	0.127	06-22-185-001
827 S Rose St	0.15	06-22-185-004
831 S Rose St	0.062	06-22-185-007
901 S Rose St	0.059	06-22-190-001
823 Rose Ct	0.067	06-22-185-003
825 Rose Ct	0.067	06-22-185-009
829 Rose Ct	0.067	06-22-185-010
831 Rose Ct	0.067	06-22-185-007
819 Rose Ct	0.067	06-22-185-002
832 Rose Ct	0.029	06-22-185-006
908 S Burdick	0.203	06-22-191-131
914 S Burdick	0.172	06-22-191-130
All Sites	3.102	



3301 Tech Circle Drive
Kalamazoo, MI 49008-5611

T (269) 323-3555

www.sme-usa.com

February 20, 2025

Mr. Jamauri Bogan
VRBB, LLC
154 S. Kalamazoo Mall
Kalamazoo, Michigan 49008

Via E-mail: boganddevelopments@gmail.com

RE: Proposal for Phase I Environmental Site Assessment (ESA)
824 and 904 South Burdick Street
Kalamazoo, Michigan
SME Proposal No. P00658.25
SME Project No. 099350.00

Dear Mr. Bogan:

As requested, we prepared this proposal to conduct a Phase I Environmental Site Assessment (ESA) of the above referenced property (Property) in downtown Kalamazoo, Kalamazoo County, Michigan. The Property consists of two parcels, both of which are approximately 0.2 acres of land developed with a residence.

The Phase I ESA was requested by VRBB LLC (Phase I ESA "User") to partially satisfy the requirements for All Appropriate Inquiry (AAI) under CERCLA prior to acquisition of the Subject Property or to meet lender requirements prior to obtaining a loan, as part of a collateral value assessment, or as part of a business risk assessment. We understand that VRBB LLC will rely upon the professional opinions and representations contained in the report. This reliance is not to be construed as a warranty or guarantee on the part of SME.

The Phase I ESA may also be intended to satisfy all appropriate inquiry requirements for environmental liability protection under Part 201 of the Michigan Natural Resources and Environmental Protection Act (P.A. 451 of 1994, as amended). If contamination is present on the Subject Property at time of acquisition or lease, additional liability protection requirements may apply, and we will contact you to discuss.

SCOPE OF SERVICE

The Phase I ESA will be conducted in conformance with the requirements of the ASTM International Standard Practice for Environmental Site Assessments, designation E 1527-21 (Practice), which is consistent with satisfying AAI as required by the 2002 Small Business Liability Relief and Brownfields Revitalization Act, an amendment to CERCLA, under the supervision of an Environmental Professional (EP) as defined in the Practice.

Upon completion of the Phase I ESA, we will generate a report to document our assessment activities and findings. The findings, opinions, and conclusions will be based upon observed conditions, the results of our records review, interviews, and User-supplied information.

USER RESPONSIBILITIES

As part of the Practice, the User has the responsibility, above and beyond the Phase I ESA conducted under supervision of an EP, to provide information about certain issues in support of all appropriate inquiry into environmental conditions on the Subject Property. The User can satisfy this requirement by documenting this information in the attached *User Questionnaire* carefully and completely. Information collected/documentated by the User will be incorporated into the Phase I ESA report. If all the required information is not provided to the EP for evaluation and inclusion in the Phase I ESA report, or is not complete, the Phase I ESA report by itself likely will not be sufficient to establish Landowner Liability Protections (LLPs) to CERCLA. Instead, it will be one component of the elements the prospective purchaser may use to establish the LLP.

SCHEDULE AND PROFESSIONAL FEES

The Phase I ESA will be completed by March 17, 2025, provided receipt of written approval to proceed by end of business on Friday, February 21, 2025. This schedule is also dependent on the timeliness of responses from the current owner, owner's broker, User, and other sources. If this schedule does not meet your needs, please contact us.

The Lump Sum Fee for the Phase I ESA is \$3,500. The fee estimate assumes the following:

- One reconnaissance will be performed.
- A legal description of the Subject Property and a scaled survey map that clearly depicts the Subject Property boundaries will be provided to SME prior to project initiation.
- Issuance of draft reports and responses to third party comments are excluded from the Scope of Services.
- Reliance on the Phase I ESA is only for the party specifically referenced herein.
- If the Subject Property or a surrounding site is identified in regulatory records, a review of available state regulatory files may be necessary. Our fee includes up to two hours of file review time. If more time is needed to complete the file review, additional fees may be required.
- Data Gaps identified during the Phase I ESA may require additional investigation to meet the requirements of the Standard. Investigation of more than one data gap will require additional fees and will be discussed with you prior to completing the additional services.

Please note that the User acquiring a property is the sole party responsible for complying with AAI requirements for LLPs under CERCLA. LLPs include the Bona Fide Prospective Purchaser (BFPP), Contiguous Property Owner, or Innocent Landowner defense to CERCLA liability. The completion of a Phase I ESA and report, with a signed statement by an Environmental Professional (EP) that it is compliant with AAI and/or the ASTM E 1527-21 Standard, may not be sufficient to provide LLP to CERCLA. In addition, the Prospective Purchaser must comply with CERCLA Continuing Obligations to maintain the LLP to CERCLA for properties known at time of purchase, or subsequently determined, to be contaminated with hazardous substances, or petroleum.

If unanticipated conditions, such as restricted access, are encountered or if site conditions or project specifics differ from the information and assumptions presented herein, additional fees will be required, and you will be notified.

AUTHORIZATION AND GENERAL COMMENTS

We will provide the proposed services for the Phase I ESA in accordance with the attached General Conditions (03/15), which are an integral part of this proposal. Please sign the attached General Conditions where space is provided and return along with the questionnaires to SME.

It is SME's policy to require a retainer for services provided to new clients until a payment history can be established. Along with a signed copy of the attached SME General Conditions, we will require a full retainer of \$3,500 prior to commencing services for the project. The retainer will be applied to our final invoice. The retainer can be in the form of a check, credit card, or electronic funds transfer (EFT). Attached is the SME Payment Form to arrange for the retainer payment.

As part of our continual improvement efforts, SME requests feedback from our clients during and/or at the end of our projects to help us understand their project experience and to show us where we can improve. When you receive an SME feedback request, please take a minute or two to respond. Doing so will help us serve you better on the next project. If there are questions concerning this proposal or Scope of Services, please contact us.

Sincerely,

SME

PREPARED BY:



Davin K. Ojala
Senior Consultant

REVIEWED BY:



Sara I. Bals, EIT
Senior Consultant

Attachments: SME General Conditions – Commercial (03/15)
SME Retainer Payment Form

Enclosures: User Questionnaire
Owner/Occupant Questionnaire

SME GENERAL CONDITIONS

- 1. DEFINITIONS:** In this Agreement, the party agreeing to have the services performed is the "CLIENT." The CLIENT's CLIENT shall be referred to as the "OWNER." Unless expressly stated otherwise, SME, its employees, agents, subconsultants and subcontractors, are collectively referred to as "SME." The "services" to be provided under this Agreement are defined in SME's Proposal and subsequent written amendments, change orders, or otherwise-authorized additional services.
- 2. INVOICING AND PAYMENT:** SME will submit invoices to CLIENT monthly and a final bill upon completion of services. Payment is due upon presentation of invoice to the CLIENT and is past due 30 days from date of the invoice. CLIENT agrees to pay a service charge of 1-1/2% per month, or the maximum rate allowed by law, whichever is greater, on past due accounts.
- 3. INSTRUMENTS OF SERVICE:** All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by SME in connection with this Project shall be considered instruments of service, and shall remain the property of SME. SME grants CLIENT and OWNER a limited license to use such instruments of service for the purpose of designing, constructing, maintaining or repairing work that is part of this Project. Any reuse of SME's instruments of service for any purpose other than the limited license granted herein is prohibited and SME shall have no responsibility to CLIENT, OWNER or third parties for unauthorized use of its instruments of services.
- 4. RECORDS RETENTION:** SME will retain pertinent records relating to the services performed for CLIENT for a period of time consistent with SME's File Management Plan, a copy of which will be provided to CLIENT upon request. During that period, the records will be made available to the CLIENT at reasonable times. At the end of the retention period indicated in SME's File Management Plan, SME may, in its sole discretion, dispose of all such records.
- 5. SME MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARDS TO ITS SERVICES.**
- 6. TERMINATION:** Either party may terminate this Agreement upon at least 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination will not be effective if that substantial failure is remedied before expiration of the period specified in the written notice. This Agreement shall also be automatically terminated upon a suspension of the Project for more than 3 months. In the event of termination, CLIENT will pay SME for services performed to the termination notice date plus reasonable termination expenses. In the event of termination, or suspension, prior to completion of all reports contemplated by this Agreement, SME may complete such analyses and records as are necessary to complete the files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension include all direct costs of completing such analyses, records, and reports.
- 7. DISPUTES:** If any dispute arising out of or relating to this Agreement, or its breach, is not settled through direct discussions, the parties agree that as a condition precedent to litigation or arbitration, they will endeavor for 30 days following written notice by one party to the other of a dispute or breach, to settle the dispute by mediation with the assistance of a neutral mediator. In any litigation or arbitration, if applicable, the parties agree that the prevailing party is entitled to recover all reasonable costs incurred in defense or prosecution of the claim, including its staff time, court costs, attorney's fees, and other claim-related expenses. Notwithstanding, SME has no obligation to mediate with CLIENT prior to litigation when collecting fees owed by CLIENT.
- 8. AUTHORIZATION:** By signing these General Conditions, CLIENT agrees to accept the proposal, including these General Conditions and any Special Conditions, as the Agreement governing SME's services and the relationship between the parties. If CLIENT gives SME other-than-written authorization to proceed with services after receiving SME's written proposal, CLIENT accepts the proposal, these General Conditions, and any Special Conditions, as the Agreement governing SME's services, and the Agreement is effective, except for those provisions that CLIENT objects to in writing within 7 days following the other-than-written authorization.
- 9. SAFETY:** SME will be responsible only for the safety of SME employees. Unless otherwise explicitly described in our scope of services, the scope of services does not include job or site safety for, or supervision or direction of, the work of others. The presence of SME on the job site should not be construed to in any way relieve the CLIENT, other contractors, or other parties on the site of the obligation and responsibilities for their personal safety and the safety of their employees, consultants, and subcontractors.
- 10. INSURANCE:** SME and its staff are protected by worker's compensation insurance and SME has coverage under General Liability and Professional Liability insurance policies. SME will provide CLIENT with evidence of such policies upon written request. SME is not responsible for any loss, damage or liability arising from acts of CLIENT, its agents, staff, and other consultants employed by CLIENT.
- 11. INDEMNIFICATION:** To the fullest extent permitted by law, CLIENT shall hold harmless, defend, and indemnify SME from and against all claims, damages, losses and expense, including reasonable attorney fees, arising out of the performance of SME's services or the materials of others in connection with the Project regardless of whether or not such claim, damage, loss or expense is caused in part by SME; provided however, that this obligation shall not apply to claims, damage, loss or expense caused solely by negligence of SME.

12. GOVERNING LAW: The parties agree that this Agreement shall be governed in all respects by the laws of the State of Michigan.

13. LIMITATION OF LIABILITY: In consideration for SME's undertaking to perform services at the rates set forth on the Fee Schedule attached to SME's proposal or the lump sum fee provided, CLIENT agrees to limit all potential liability of SME to CLIENT, its employees, agents, successors and assigns, for any and all claims, losses, breaches, damages or expenses arising from, or relating to SME's performance of services on this Project, such that SME's total aggregate liability to CLIENT, its employees, agents, successors and assigns shall not exceed \$50,000 or SME's total fee for the services rendered on the Project, whichever is greater. The CLIENT understands that it may negotiate a higher limit of liability in exchange for an appropriate increase in SME's fee.

- a) CLIENT further agrees that it will require all of its contractors and consultants on this project and their respective subcontractors and subconsultants, be bound by an identical limitation of SME's aggregate liability in their agreements for work on this Project.
- b) CLIENT further agrees that it will require all of its contractors and subcontractors defend and indemnify CLIENT and SME from any and all loss or damage, including bodily injury or death, arising from contractor or subcontractors performance of work on this Project, regardless of whether or not such claim, damage, loss or expense is caused in part by SME provided however, that this obligation shall not apply to claims, damage, loss or expense caused by the sole negligence or fault of SME.

14. PERIOD OF LIMITATION: Notwithstanding any period of limitations that might otherwise apply, the parties agree that no action, claim or proceeding of any kind, whether in tort, contract or equity arising out of SME's services may be brought against SME more than two years after the first to occur of the following events: (i) the date of CLIENT's acceptance, use or occupancy of the Project that is the subject of this engagement, or (ii) the date of SME's last service in connection with this Project.

15. ADDITIONAL SERVICES: If SME provides services at the request of CLIENT, in addition to those described in the scope of work contained in SME's proposal, CLIENT agrees that these general conditions including any Special Conditions shall apply to all such additional services.

16. AGREEMENT: This Agreement includes SME's Proposal, these General Conditions, and any other Special Conditions, Fee Schedules, or other documents provided with SME's Proposal. This Agreement constitutes the entire contractual relationship between the parties and cannot be changed except by a written instrument signed by both parties. All preprinted Terms and Conditions on CLIENT's Purchase Order(s) or acknowledgement forms are inapplicable to this Agreement. In the event any provision of this Agreement is held invalid or unenforceable, the other provisions will remain in full force and effect, and binding upon the parties. All the terms of this Agreement, including provisions relating to limitation and allocation of liability, shall survive the completion and/or termination of this Agreement. This Agreement cannot be assigned by either party without the written consent of the other party.

Please complete and return the signed General Conditions to SME to indicate acceptance of this proposal and to initiate work on the referenced project. The CLIENT's signature or direction to proceed also indicates that he/she has read or has had the opportunity to read the General Conditions and agrees to be bound by such General Conditions.

SME PROPOSAL

Proposal No.: P00658.25/099350.00_FEB202025

Project Name: 824 and 904 S. Burdick Phase I ESA

Project Location: Kalamazoo, Michigan

CLIENT PROPOSAL AND AGREEMENT ACCEPTANCE (Please Print or Type)

CLIENT Signature: _____ Date: _____

Printed Name: _____

Title: _____

CLIENT (Company) Name: _____

Address: _____

Telephone No.: _____ Email: _____



3301 Tech Circle Drive
Kalamazoo, MI 49008-5611

T (269) 323-3555

www.sme-usa.com

March 10, 2025

Mr. Jamauri Bogan
VRBB, LLC
154 South Kalamazoo Mall
Kalamazoo, Michigan 49008

Via E-mail: boganddevelopments@gmail.com

RE: Proposal for Phase II Environmental Site Assessment (ESA)
824 and 904 South Burdick Street
Kalamazoo, Michigan 49001
SME Proposal No. P00935.25
SME Project No. 099556.00

Dear Mr. Bogan:

We prepared this letter to summarize our proposed scope of services to conduct a Phase II ESA at the referenced site (Property). The Property consists of two parcels; both parcels are approximately 0.2 acres in size and developed with a residence. SME is currently completing a Phase I ESA for the Property and identified the potential presence of impact related to urban fill material as a recognized environmental condition (REC).

The following scope of services will be implemented to evaluate the REC as it pertains to a potential acquisition of the Property.

SCOPE OF SERVICE

TASK 1 - SOIL BORINGS

We will use a hand-auger to advance six soil borings on the Property to evaluate the potential presence of urban fill material. Three soil borings will be completed on each parcel. The soil borings will be advanced to a maximum depth of 4 feet below ground surface (bgs).

Soil samples will be collected from each soil boring for visual classification, field screening for volatile organic compounds (VOCs), and potential laboratory analyses. We will use a photoionization detector (PID) to field screen during drilling for VOCs. We will record PID readings and field classify the soil column at each soil boring.

TASK 2 – LABORATORY CHEMICAL ANALYSIS

We will submit up to six soil samples to Metiri Group – Holt (Metiri) for analyses of VOCs, polynuclear aromatic hydrocarbons (PAHs), arsenic, barium, cadmium, chromium, copper, lead, mercury, selenium, silver, and/or zinc. We selected the target analytes to provide a broad spectrum of possible contaminants based on the unknown origin of urban fill material. We will also collect and submit one duplicate soil sample for quality control (QC) to assist in evaluating the representativeness of the data.

TASK 3 – DATA EVALUATION AND REPORTING

Upon receipt of analytical testing results, data will be tabulated and compared to Michigan Department of Environment, Great Lakes, and Energy (EGLE) Part 201 Generic Residential Cleanup Criteria to assess if each parcel is a “facility” as defined by Part 201. We will discuss the results with you and prepare either a Baseline Environmental Assessment (BEA) and/or a Phase II ESA for each parcel. Our fees anticipated providing a draft report for your review prior to finalization.

FEE ESTIMATE

Our estimated lump sum fees for the above scope of services are as follows:

• Task 1 – Soil Borings	\$3,700
• Task 2 – Laboratory Chemical Analysis.....	\$3,800
• Task 3 – Data Evaluation and Reporting	<u>\$3,500**</u>
TOTAL	\$11,000

**Please note, it is possible that both parcels included in the Property will not be “facilities”. If this is the case, both a BEA report and a Phase II ESA report may be needed, and additional fees will be required.

Our scope of services and professional fees do not include preparation of a plan to comply with due care and additional activities that may be necessary to address due care concerns associated with future use of the Property (e.g., vapor intrusion risks). If the Property meets the definition of a “facility,” due care obligations will apply, and we will contact you to discuss additional fees to prepare a plan to comply with due care and whether additional assessment is recommended to facilitate completion of the plan to comply with due care.

SCHEDULE

We anticipate completion of the soil borings within three weeks of authorization to proceed. Laboratory analytical results will be received within 10 days from the submittal to the laboratory. We will complete a BEA within 45-days of closing, and/or a Phase II ESA within four weeks of receiving the laboratory analytical results.

AUTHORIZATION AND GENERAL COMMENTS

We will provide the proposed services in accordance with the previously agreed upon terms and conditions for the projects (SME proposal number P00658.25) and the attached Special Conditions for Drilling and Excavation (03/15), which are an integral part of this proposal. Please sign a copy of this proposal where space is provided and return a copy to SME.

If there are questions concerning this proposal or Scope of Services, please contact us.

Sincerely,

SME

PREPARED BY:



Davin K. Ujara
Senior Consultant

REVIEWED BY:



Sara I. Bais, EIT
Senior Consultant

Attachments: SME Special Conditions for Drilling and Excavation (03/15)

SIGNATURE

DATE

PRINTED NAME

COMPANY NAME

SPECIAL CONDITIONS FOR DRILLING AND EXCAVATION

- 1. RIGHT TO SUBCONTRACT:** SME reserves the right to subcontract for drilling, excavation of test pits, clearing and grubbing for site access, traffic control, and other instrumentation or services necessary to perform the services required by the Agreement.
- 2. RIGHTS OF ENTRY:** CLIENT shall provide any necessary rights of entry for SME, including its agents, staff, contractors or subcontractors, to access the site to perform all acts, studies, and research, including tests and evaluation, pursuant to the agreed services. CLIENT shall inform SME of any special requirements as a condition upon such rights of entry.
- 3. PERMITS AND LICENSES:** CLIENT shall secure all required permits, except specific permits identified in Agreement as being secured by SME. SME shall hold and maintain all necessary business and professional licenses, registrations, and accreditations necessary to perform its services.
- 4. UNDERGROUND UTILITIES AND STRUCTURES:** SME will take reasonable precautions to avoid damage to subterranean structures or utilities, including contacting the appropriate One-Call system for utility clearance. Unless otherwise identified in the Agreement, CLIENT is responsible for identifying all subterranean structures or utilities in the area of evaluation and sharing that information with SME prior to commencement of the field exploration. CLIENT agrees to furnish SME with all information identifying the type and location of utility lines and other man-made structures located beneath the surface of the site in the proposed work area. CLIENT will also locate all known private underground utilities at the site prior to SME performing the field exploration. CLIENT agrees to defend, indemnify and hold SME harmless from all claims, liability, and expense associated with alleged damage to subterranean utilities or structures, except if such damage was caused by SME's sole negligence.
- 5. SITE PLANS AND SURVEYS:** CLIENT will provide available project site plans and surveys, preferably in digital format (AutoCAD compatible format), and provide topographical information, if available. The accuracy and proximity of survey control provided by CLIENT will affect the accuracy of test locations and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.
- 6. TEST LOCATIONS:** If unanticipated site conditions or site conditions not made known to SME prevent access to locations specified in the Agreement, then SME may deviate a reasonable distance from proposed test locations. If CLIENT objects, then SME shall have the right to reasonable adjustment of its fees and time for performance.
- 7. FIELD SERVICES SCHEDULE:** Field services will be performed Monday through Friday, except on holidays, and during normal business hours unless noted otherwise in the Agreement. Additional fees may be required for field services provided on weekends and holidays, or at times other than normal business hours.
- 8. RESTORATION:** CLIENT recognizes that some damage to the site may occur in the normal course of our services. SME will exercise reasonable care to mitigate damage from drilling or excavation equipment to lawn, landscape, pavement, or soft ground. Unless otherwise stated in the Agreement, our fee does not include time or expenses associated with the repair of wheel ruts, track marks, or other damage such as crop damage. Due to the potential applicability of environmental and transportation regulations, excess soil cuttings generated from drilling activities will not be removed from the site by SME. Unless otherwise noted in the Agreement, the boreholes will be backfilled with auger cuttings and/or bentonite, and excavations will be backfilled with excavated material. Asphalt coldpatch or quick-setting concrete will normally be used to repair existing pavement areas flush to the existing grade. Core holes in concrete floors and bridge decks will be filled with quick-setting concrete flush to the existing floor surface. Excess soil will be left on-site at the locations of the boreholes or excavations, placed in nearby greenway areas, or containerized as appropriate for site and environmental conditions.
- 9. VARIATIONS IN SUBSURFACE CONDITIONS AND INTERPRETATION OF SME DATA:** CLIENT recognizes that subsurface conditions on the site may vary from those encountered at the locations where borings, surveys, or explorations are made by SME and that the data, interpretations and recommendations of SME are based solely on the information available to SME. SME will not be responsible for the data generated by others or interpretations and recommendations by others based upon the data and information developed or provided by SME.
- 10. SURFACE MATERIALS:** Unless otherwise noted in the Agreement, SME will obtain approximate thickness measurements of surficial materials, such as pavements, aggregate base, and topsoil, at the time of the exploration. These measurements are considered approximate since some mixing of surficial materials and the underlying subgrade can occur. Additional evaluation methods and additional fees would be required to obtain more precise measurement of surface materials.
- 11. TRAFFIC CONTROL:** Unless otherwise noted in the Agreement, SME will be responsible for supplying such signs, barricades and traffic control personnel as may be needed for safe drilling or excavation operations.

12. SAMPLE DISPOSAL:

- a) Unless otherwise requested in writing by CLIENT, SME will dispose of soil samples submitted to SME's laboratories 60 days after the samples are obtained. Unless otherwise requested in writing by CLIENT, samples submitted to subcontract laboratories will be disposed by those laboratories in accordance with their sample retention policies. CLIENT agrees that it will not hold SME responsible or liable for any loss of test specimens or samples, and CLIENT agrees to pay costs associated with the storage of samples beyond the normal storage times described herein.
- b) In the event residual sampled materials in SME's possession are determined to be RCRA hazardous wastes, contain PCBs above Type II landfill disposal limits, or are otherwise subject to state or federal disposal restrictions, we will, after completion of testing and at CLIENT's expense, and using a manifest signed by CLIENT as generator, have such samples transported to a location selected by CLIENT for final disposal (see **Disposal of Hazardous and Other Regulated Wastes**). CLIENT agrees to pay all costs associated with the storage, transport, and disposal of such samples. CLIENT recognizes and agrees that we are acting as a bailee and at no time assume title to said waste.

13. ENVIRONMENTAL RISKS:

- a) CLIENT shall inform SME of any known environmental site conditions that could affect the health and safety of our field personnel or that could affect SME's performance of its services. For projects other than environmental assessments, SME will report only for informational purposes, unusual odors and/or colorations of the soil observed during field activities.
- b) Unanticipated hazardous substances, subsurface contaminants, and/or biological pollutants (HAZMAT) or levels of HAZMAT may exist at the project site. The discovery of unanticipated HAZMAT may constitute a changed condition mandating renegotiation of the scope and fees and make it necessary for SME to take immediate measures to protect human health and safety, and/or the environment. SME agrees to notify CLIENT as soon as practicable if unanticipated HAZMAT is encountered. CLIENT authorizes SME to take measures that, in SME's sole professional opinion, are justified to preserve and protect the health and safety of SME's personnel and the public, and/or environment, and CLIENT agrees to compensate SME for the additional cost of such work. SME does not assume control of or responsibility for reporting to any federal, state, or local public agencies, any conditions at the site that may present a potential danger to health, safety, or the environment.
- c) There is a risk that drilling and sampling may result in contamination of certain subsurface areas, such as when a boring device moves through a contaminated area and connects it to an aquifer not previously contaminated. SME will exercise reasonable care and caution to prevent such occurrences; however, because such drilling and sampling is a necessary aspect of the services that SME will provide for CLIENT's benefit, CLIENT agrees that SME shall not be held liable for exacerbation of HAZMAT caused in this manner.
- d) CLIENT recognizes that discovery of HAZMAT on the site may result in a significant reduction of the property's value, and SME cannot be held responsible for such devaluation.
- e) It is possible this assessment may fail to reveal the presence of contaminants, hazardous materials, or other types of environmental contamination collectively referred to as "contaminants" at sites where contaminants are assumed, expected, or subsequently determined to exist. CLIENT understands that SME's failure to discover contaminants does not guarantee that contaminants do not exist at the site. Similarly, a site which in fact is unaffected by contaminants at the time of SME's study, may later, due to natural phenomena or human intervention, become contaminated. CLIENT agrees that it would be unfair to hold SME liable for failing to discover contaminants whose exact location is impossible to foretell, or for failing to discover contaminants, which, in fact, did not exist at specific sampling locations at the time such samples were taken. Accordingly, CLIENT waives any claim against SME, and agrees to defend, indemnify and save SME harmless from any claims or liability for injury or loss arising from SME's failure to detect the presence of contaminants through techniques commonly employed for the purpose.
- f) CLIENT agrees to defend, hold harmless and indemnify SME from and against any and all claims and liabilities resulting from encountering unexpected HAZMAT, including compensation for any time spent and expenses incurred by SME.

14. DISPOSAL OF HAZARDOUS AND OTHER REGULATED WASTES: CLIENT agrees to select treatment/disposal facilities, pay for transportation and disposal, and sign, or have OWNER sign all waste profile forms, land disposal certifications, transportation manifests, and any other documentation required for transportation and disposal of hazardous wastes, PCB wastes, or other regulated wastes. Under no circumstance will SME select a disposal /treatment facility, arrange for transportation or disposal of regulated wastes, or otherwise act as agent for the generator of the wastes. CLIENT agrees to the maximum extent permitted by law to defend, hold harmless and indemnify SME from and against any and all claims and liabilities resulting from violation of any federal, state or local statute, regulation or ordinance relating to the disposal of hazardous wastes, substances or constituents or allegations that SME generated, transported, stored, treated or disposed of wastes or other contaminated materials, or arranged for the transportation, treatment, storage, or disposal of wastes or other contaminated materials, subject to federal, state, or local regulation or law.



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March 10, 2025

Mr. Jamauri Bogan
VRBB, LLC
154 S. Kalamazoo Mall
Kalamazoo, Michigan 49008

Via E-mail: boganddevelopments@gmail.com

RE: Proposal for Environmental Services
107 West Vine Street and 802 South Burdick Street
Kalamazoo, Michigan 49001
SME Proposal No. P00937.25
SME Project No. 099558.00

Dear Mr. Bogan:

As requested, we prepared this proposal to conduct environmental services at the above referenced property (Property) in Kalamazoo, Kalamazoo County, Michigan. The Property consists of two parcels. The parcel located at 107 West Vine Street is developed with three, two-story residences. The parcel located at 802 South Burdick Street is developed with an approximately 2,000 square-foot commercial building.

SME previously completed a Phase I Environmental Site Assessment (ESA) for the Property in February 2024. Based on the results of the Phase I ESA, no recognized environmental conditions (RECs) were identified related to the 107 West Vine Street parcel, and we identified the following RECs related to the 802 South Burdick Street parcel:

- The presence of volatile organic compounds (VOCs), polynuclear aromatic hydrocarbons (PAHs), and metals in soil and/or groundwater at concentrations above Part 201 Generic Residential Cleanup Criteria.
- The potential for contamination to migrate onto the Property from the south-adjointing site known to be impacted with metals.

We completed a Phase II ESA in May 2024 to attempt to evaluate the RECs. The Phase II ESA included the completion of seven soil borings and the collection of soil and groundwater samples for laboratory analysis. Based on review of the analytical laboratory results, various metals were measured in soil and groundwater on the 802 South Burdick Street parcel at concentrations above Part 201 Generic Residential Cleanup Criteria. Based on these results, the 802 South Burdick Street parcel meets the definition of a "facility" based on Part 201. We understand you intend to acquire the Property, and you requested we prepare a new Phase I ESA and BEA on your behalf. We will rely on analytical data from the samples collected in May 2025 to prepare the BEA.

SCOPE OF SERVICE

PHASE I ESA

The Phase I ESA was requested by you (Phase I ESA “User”) to partially satisfy the requirements for All Appropriate Inquiry (AAI) under CERCLA prior to acquisition of the Property. We understand that VRBB, LLC will rely upon the professional opinions and representations contained in the report. This reliance is not to be construed as a warranty or guarantee on the part of SME.

The Phase I ESA may also be intended to satisfy all appropriate inquiry requirements for environmental liability protection under Part 201 of the Michigan Natural Resources and Environmental Protection Act (P.A. 451 of 1994, as amended).

The Phase I ESA will be conducted in conformance with the requirements of the ASTM International Standard Practice for Environmental Site Assessments, designation E 1527-21 (Practice), which is consistent with satisfying AAI as required by the 2002 Small Business Liability Relief and Brownfields Revitalization Act, an amendment to CERCLA, under the supervision of an Environmental Professional (EP) as defined in the Practice.

Upon completion of the Phase I ESA, we will generate a report to document our assessment activities and findings. The findings, opinions, and conclusions will be based upon observed conditions, the results of our records review, interviews, and User-supplied information.

As part of the Practice, the User has the responsibility, above and beyond the Phase I ESA conducted under supervision of an EP, to provide information about certain issues in support of all appropriate inquiry into environmental conditions on the Subject Property. The User can satisfy this requirement by documenting this information in the attached *User Questionnaire* carefully and completely. Information collected/documented by the User will be incorporated into the Phase I ESA report. If all the required information is not provided to the EP for evaluation and inclusion in the Phase I ESA report, or is not complete, the Phase I ESA report by itself likely will not be sufficient to establish Landowner Liability Protections (LLPs) to CERCLA. Instead, it will be one component of the elements the prospective purchaser may use to establish the LLP.

The Lump Sum Fee for the Phase I ESA is \$3,200. The fee estimate assumes the following:

- One reconnaissance will be performed.
- A legal description of the Subject Property and a scaled survey map that clearly depicts the Subject Property boundaries will be provided to SME prior to project initiation.
- Issuance of draft reports and responses to third party comments are excluded from the Scope of Services.
- Reliance on the Phase I ESA is only for the party specifically referenced herein.
- If the Subject Property or a surrounding site is identified in regulatory records, a review of available state regulatory files may be necessary. Our fee includes up to two hours of file review time. If more time is needed to complete the file review, additional fees may be required.
- Data Gaps identified during the Phase I ESA may require additional investigation to meet the requirements of the Standard. Investigation of more than one data gap will require additional fees and will be discussed with you prior to completing the additional services.

Please note that the User acquiring a property is the sole party responsible for complying with AAI requirements for LLPs under CERCLA. LLPs include the Bona Fide Prospective Purchaser (BFPP), Contiguous Property Owner, or Innocent Landowner defense to CERCLA liability. The completion of a Phase I ESA and report, with a signed statement by an Environmental Professional (EP) that it is compliant with AAI and/or the ASTM E 1527-21 Standard, may not be sufficient to provide LLP to

CERCLA. In addition, the Prospective Purchaser must comply with CERCLA Continuing Obligations to maintain the LLP to CERCLA for properties known at time of purchase, or subsequently determined to be contaminated with hazardous substances or petroleum.

If unanticipated conditions, such as restricted access, are encountered, or if site conditions or project specifics differ from the information and assumptions presented herein, additional fees will be required, and you will be notified.

BASELINE ENVIRONMENTAL ASSESSMENT

As the prospective owner of the Property, VRBB, LLC is eligible to prepare a BEA report for the 802 South Burdick Street parcel. A BEA report disclosed to EGLE complies with the Part 201 requirements for a prospective purchaser to mitigate liability under state law to clean up contamination present on the property at the time of purchase/occupancy. We propose to prepare and disclose this report to EGLE on her behalf. The BEA report will be based on results from the previous subsurface assessment completed for the current owner and will include a copy of the AAI-compliant Phase I ESA Report. *Lump sum fee: \$3,500.*

SCHEDULE

The Phase I ESA will be completed within approximately four weeks of receiving approval to proceed, depending on the timeliness of responses from the current owner, owner's broker, User, and other sources.

We will complete the BEA report for the 802 South Burdick Street parcel within 45 days after purchase and disclose it to EGLE within 6 months of closing.

If this schedule does not meet your needs, please contact us.

FEE ESTIMATE AND AUTHORIZATION

Our estimated fee for the proposed scope of services is \$6,700 on a lump sum basis. We will provide the proposed services in accordance with the attached General Conditions (03/15), which are an integral part of this proposal. Please sign the attached General Conditions where space is provided and return along with the questionnaires to SME.

If there are questions concerning this proposal or Scope of Services, please contact us.

Sincerely,

SME

PREPARED BY:



Davin K. Ujala
Senior Consultant

REVIEWED BY:



Sara I. Bals, EIT
Senior Consultant

Attachments: SME General Conditions - Commercial (03/15)

SME GENERAL CONDITIONS

- 1. DEFINITIONS:** In this Agreement, the party agreeing to have the services performed is the "CLIENT." The CLIENT's CLIENT shall be referred to as the "OWNER." Unless expressly stated otherwise, SME, its employees, agents, subconsultants and subcontractors, are collectively referred to as "SME." The "services" to be provided under this Agreement are defined in SME's Proposal and subsequent written amendments, change orders, or otherwise-authorized additional services.
- 2. INVOICING AND PAYMENT:** SME will submit invoices to CLIENT monthly and a final bill upon completion of services. Payment is due upon presentation of invoice to the CLIENT and is past due 30 days from date of the invoice. CLIENT agrees to pay a service charge of 1-1/2% per month, or the maximum rate allowed by law, whichever is greater, on past due accounts.
- 3. INSTRUMENTS OF SERVICE:** All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by SME in connection with this Project shall be considered instruments of service, and shall remain the property of SME. SME grants CLIENT and OWNER a limited license to use such instruments of service for the purpose of designing, constructing, maintaining or repairing work that is part of this Project. Any reuse of SME's instruments of service for any purpose other than the limited license granted herein is prohibited and SME shall have no responsibility to CLIENT, OWNER or third parties for unauthorized use of its instruments of services.
- 4. RECORDS RETENTION:** SME will retain pertinent records relating to the services performed for CLIENT for a period of time consistent with SME's File Management Plan, a copy of which will be provided to CLIENT upon request. During that period, the records will be made available to the CLIENT at reasonable times. At the end of the retention period indicated in SME's File Management Plan, SME may, in its sole discretion, dispose of all such records.
- 5. SME MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARDS TO ITS SERVICES.**
- 6. TERMINATION:** Either party may terminate this Agreement upon at least 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination will not be effective if that substantial failure is remedied before expiration of the period specified in the written notice. This Agreement shall also be automatically terminated upon a suspension of the Project for more than 3 months. In the event of termination, CLIENT will pay SME for services performed to the termination notice date plus reasonable termination expenses. In the event of termination, or suspension, prior to completion of all reports contemplated by this Agreement, SME may complete such analyses and records as are necessary to complete the files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension include all direct costs of completing such analyses, records, and reports.
- 7. DISPUTES:** If any dispute arising out of or relating to this Agreement, or its breach, is not settled through direct discussions, the parties agree that as a condition precedent to litigation or arbitration, they will endeavor for 30 days following written notice by one party to the other of a dispute or breach, to settle the dispute by mediation with the assistance of a neutral mediator. In any litigation or arbitration, if applicable, the parties agree that the prevailing party is entitled to recover all reasonable costs incurred in defense or prosecution of the claim, including its staff time, court costs, attorney's fees, and other claim-related expenses. Notwithstanding, SME has no obligation to mediate with CLIENT prior to litigation when collecting fees owed by CLIENT.
- 8. AUTHORIZATION:** By signing these General Conditions, CLIENT agrees to accept the proposal, including these General Conditions and any Special Conditions, as the Agreement governing SME's services and the relationship between the parties. If CLIENT gives SME other-than-written authorization to proceed with services after receiving SME's written proposal, CLIENT accepts the proposal, these General Conditions, and any Special Conditions, as the Agreement governing SME's services, and the Agreement is effective, except for those provisions that CLIENT objects to in writing within 7 days following the other-than-written authorization.
- 9. SAFETY:** SME will be responsible only for the safety of SME employees. Unless otherwise explicitly described in our scope of services, the scope of services does not include job or site safety for, or supervision or direction of, the work of others. The presence of SME on the job site should not be construed to in any way relieve the CLIENT, other contractors, or other parties on the site of the obligation and responsibilities for their personal safety and the safety of their employees, consultants, and subcontractors.
- 10. INSURANCE:** SME and its staff are protected by worker's compensation insurance and SME has coverage under General Liability and Professional Liability insurance policies. SME will provide CLIENT with evidence of such policies upon written request. SME is not responsible for any loss, damage or liability arising from acts of CLIENT, its agents, staff, and other consultants employed by CLIENT.
- 11. INDEMNIFICATION:** To the fullest extent permitted by law, CLIENT shall hold harmless, defend, and indemnify SME from and against all claims, damages, losses and expense, including reasonable attorney fees, arising out of the performance of SME's services or the materials of others in connection with the Project regardless of whether or not such claim, damage, loss or expense is caused in part by SME; provided however, that this obligation shall not apply to claims, damage, loss or expense caused solely by negligence of SME.

12. GOVERNING LAW: The parties agree that this Agreement shall be governed in all respects by the laws of the State of Michigan.

13. LIMITATION OF LIABILITY: In consideration for SME's undertaking to perform services at the rates set forth on the Fee Schedule attached to SME's proposal or the lump sum fee provided, CLIENT agrees to limit all potential liability of SME to CLIENT, its employees, agents, successors and assigns, for any and all claims, losses, breaches, damages or expenses arising from, or relating to SME's performance of services on this Project, such that SME's total aggregate liability to CLIENT, its employees, agents, successors and assigns shall not exceed \$50,000 or SME's total fee for the services rendered on the Project, whichever is greater. The CLIENT understands that it may negotiate a higher limit of liability in exchange for an appropriate increase in SME's fee.

- a) CLIENT further agrees that it will require all of its contractors and consultants on this project and their respective subcontractors and subconsultants, be bound by an identical limitation of SME's aggregate liability in their agreements for work on this Project.
- b) CLIENT further agrees that it will require all of its contractors and subcontractors defend and indemnify CLIENT and SME from any and all loss or damage, including bodily injury or death, arising from contractor or subcontractors performance of work on this Project, regardless of whether or not such claim, damage, loss or expense is caused in part by SME provided however, that this obligation shall not apply to claims, damage, loss or expense caused by the sole negligence or fault of SME.

14. PERIOD OF LIMITATION: Notwithstanding any period of limitations that might otherwise apply, the parties agree that no action, claim or proceeding of any kind, whether in tort, contract or equity arising out of SME's services may be brought against SME more than two years after the first to occur of the following events: (i) the date of CLIENT's acceptance, use or occupancy of the Project that is the subject of this engagement, or (ii) the date of SME's last service in connection with this Project.

15. ADDITIONAL SERVICES: If SME provides services at the request of CLIENT, in addition to those described in the scope of work contained in SME's proposal, CLIENT agrees that these general conditions including any Special Conditions shall apply to all such additional services.

16. AGREEMENT: This Agreement includes SME's Proposal, these General Conditions, and any other Special Conditions, Fee Schedules, or other documents provided with SME's Proposal. This Agreement constitutes the entire contractual relationship between the parties and cannot be changed except by a written instrument signed by both parties. All preprinted Terms and Conditions on CLIENT's Purchase Order(s) or acknowledgement forms are inapplicable to this Agreement. In the event any provision of this Agreement is held invalid or unenforceable, the other provisions will remain in full force and effect, and binding upon the parties. All the terms of this Agreement, including provisions relating to limitation and allocation of liability, shall survive the completion and/or termination of this Agreement. This Agreement cannot be assigned by either party without the written consent of the other party.

Please complete and return the signed General Conditions to SME to indicate acceptance of this proposal and to initiate work on the referenced project. The CLIENT's signature or direction to proceed also indicates that he/she has read or has had the opportunity to read the General Conditions and agrees to be bound by such General Conditions.

SME PROPOSAL

Proposal No.: P00937.25 / 099558.00_MAR102025

Project Name: 107 West Vine Street And 802 South Burdick Street

Project Location: 107 West Vine Street And 802 South Burdick Street, Kalamazoo, Michigan 49001

CLIENT PROPOSAL AND AGREEMENT ACCEPTANCE (Please Print or Type)

CLIENT Signature: _____ Date: _____

Printed Name: _____

Title: _____

CLIENT (Company) Name: VRBB, LLC

Address: 154 South Kalamazoo Mall, Kalamazoo, Michigan 49008

Telephone No.: (908) 875-4999 Email: _____



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Kalamazoo, MI 49008-5611

T (269) 323-3555

www.sme-usa.com

March 25, 2025

Mr. Jamauri Bogan
VRBB, LLC
154 S. Kalamazoo Mall
Kalamazoo, Michigan 49008

Via E-mail: boganddevelopments@gmail.com

RE: Proposal for Environmental and Geotechnical Services
Multiple Parcels
Kalamazoo, Michigan 49001
SME Proposal No. P01019.25
SME Project No. 099614.00

Dear Mr. Bogan:

As requested, we prepared this proposal to provide environmental and geotechnical services to support your planned redevelopment project of the above referenced property (Subject Property) in downtown Kalamazoo, Kalamazoo County, Michigan.

We will provide the following services:

ENVIRONMENTAL SERVICES

PHASE I ENVIRONMENTAL SITE ASSESSMENT

We will conduct a Phase I Environmental Site Assessment (ESA) of the following 16 parcels:

- 115 West Vine Street; 0.14-acre parcel developed with an approximate 1,500-square-foot residence.
- 119 West Vine Street; 0.45-acre parcel developed with an approximate 3,700 square-foot commercial building.
- 814 South Burdick Street; 0.3-acre parcel developed with an approximate 2,500 square-foot commercial building.
- 822 South Burdick Street; 0.2-acre vacant parcel.
- 908 South Burdick Street; 0.2-acre vacant parcel.
- 914 South Burdick Street; 0.18-acre vacant parcel.
- 901 South Rose Street; 0.06-acre vacant parcel.
- 831 South Rose Street; 0.06-acre vacant parcel.
- 827 South Rose Street; 0.15-acre vacant parcel.
- 821 South Rose Street; 0.12-acre vacant parcel.
- 832 Rose Court; 0.02-acre vacant parcel.

- 831 Rose Court; 0.07-acre vacant parcel.
- 829 Rose Court; 0.07-acre vacant parcel
- 825 Rose Court; 0.07-acre vacant parcel.
- 823 Rose Court; 0.07-acre vacant parcel.
- 819 Rose Court; 0.07-acre vacant parcel.

The Phase I ESA was requested by VRBB LLC (Phase I ESA “User”) to partially satisfy the requirements for All Appropriate Inquiry (AAI) under CERCLA prior to acquisition of the Subject Property or to meet lender requirements prior to obtaining a loan, as part of a collateral value assessment, or as part of a business risk assessment. We understand that VRBB LLC will rely upon the professional opinions and representations contained in the report. This reliance is not to be construed as a warranty or guarantee on the part of SME.

The Phase I ESA may also be intended to satisfy all appropriate inquiry requirements for environmental liability protection under Part 201 of the Michigan Natural Resources and Environmental Protection Act (P.A. 451 of 1994, as amended). If contamination is present on the Subject Property at time of acquisition or lease, additional liability protection requirements may apply, and we will contact you to discuss.

SCOPE OF SERVICE

The Phase I ESA will be conducted in conformance with the requirements of the ASTM International Standard Practice for Environmental Site Assessments, designation E 1527-21 (Practice), which is consistent with satisfying AAI as required by the 2002 Small Business Liability Relief and Brownfields Revitalization Act, an amendment to CERCLA, under the supervision of an Environmental Professional (EP) as defined in the Practice.

Upon completion of the Phase I ESA, we will generate a report to document our assessment activities and findings. The findings, opinions, and conclusions will be based upon observed conditions, the results of our records review, interviews, and User-supplied information.

USER RESPONSIBILITIES

As part of the Practice, the User has the responsibility, above and beyond the Phase I ESA conducted under supervision of an EP, to provide information about certain issues in support of all appropriate inquiry into environmental conditions on the Subject Property. The User can satisfy this requirement by documenting this information in the attached *User Questionnaire* carefully and completely. Information collected/documented by the User will be incorporated into the Phase I ESA report. If all the required information is not provided to the EP for evaluation and inclusion in the Phase I ESA report, or is not complete, the Phase I ESA report by itself likely will not be sufficient to establish Landowner Liability Protections (LLPs) to CERCLA. Instead, it will be one component of the elements the prospective purchaser may use to establish the LLP.

SCHEDULE AND PROFESSIONAL FEES

The Phase I ESA will be completed within five weeks of receipt of authorization to proceed. This schedule is also dependent on the timeliness of responses from the current owners, owner’s broker, User, and other sources. If this schedule does not meet your needs, please contact us.

The Lump Sum Fee for the Phase I ESA is \$7,000. The fee estimate assumes the following:

- One reconnaissance will be performed.
- A legal description of the Subject Property and a scaled survey map that clearly depicts the Subject Property boundaries will be provided to SME prior to project initiation.

- Issuance of draft reports and responses to third party comments are excluded from the Scope of Services.
- Reliance on the Phase I ESA is only for the party specifically referenced herein.
- If the Subject Property or a surrounding site is identified in regulatory records, a review of available state regulatory files may be necessary. Our fee includes up to two hours of file review time. If more time is needed to complete the file review, additional fees may be required.
- Data Gaps identified during the Phase I ESA may require additional investigation to meet the requirements of the Standard. Investigation of more than one data gap will require additional fees and will be discussed with you prior to completing the additional services.

Please note that the User acquiring a property is the sole party responsible for complying with AAI requirements for LLPs under CERCLA. LLPs include the Bona Fide Prospective Purchaser (BFPP), Contiguous Property Owner, or Innocent Landowner defense to CERCLA liability. The completion of a Phase I ESA and report, with a signed statement by an Environmental Professional (EP) that it is compliant with AAI and/or the ASTM E 1527-21 Standard, may not be sufficient to provide LLP to CERCLA. In addition, the Prospective Purchaser must comply with CERCLA Continuing Obligations to maintain the LLP to CERCLA for properties known at time of purchase, or subsequently determined, to be contaminated with hazardous substances, or petroleum.

If unanticipated conditions, such as restricted access, are encountered or if site conditions or project specifics differ from the information and assumptions presented herein, additional fees will be required, and you will be notified.

HAZARDOUS MATERIALS ASSESSMENTS

We will perform hazardous materials assessments of multiple structures located at following listed sites:

- 107 West Vine Street is developed with three, vacant residences. Each residence is two-stories, with a basement, and approximately 1,500 square-feet in size.
- 119 West Vine Street is developed with an approximately 3,700 square-foot, vacant, commercial building with a basement.
- 802 South Burdick Street is developed with an approximately 2,000 square-foot, one-story, commercial building currently operated as a convenience store.
- 814 South Burdick Street is developed with an approximately 2,500 square-foot, vacant, commercial (converted residence) building.

The hazardous materials assessments will provide information to assist in complying with the United States Environmental Protection Agency (USEPA) requirements for inspection of commercial buildings prior to renovation and demolition under the National Emission Standards for Hazardous Air Pollutants (NESHAP 40 CFR Part 61). The assessments will also provide information to assist in complying with the requirements of the Occupational Safety and Health Administration (OSHA) Asbestos Construction Standard (29 CFR Part 1926.1101), the OSHA Lead Exposure in Construction Standard (29 CFR 1926.62), and the Cadmium Construction Standard (29 CFR 1910.1127), regarding communication of hazards.

SCOPE OF SERVICE

- SME staff, trained in accordance with USEPA requirements and accredited by the Michigan Department of Labor and Economic Opportunity (LEO) under the requirements of Michigan Act 440 as an Asbestos Inspector, will tour the structures and assess suspected asbestos-containing materials (ACMs).

- Based upon the visual assessment, we will develop a sampling plan and collect samples of suspect homogenous areas of ACMs in accordance with the assessment protocol found in the USEPA's Asbestos Hazard Emergency Response Act (AHERA, 40 CFR Part 763), which is also referenced by the OSHA regulations.
- We will submit the building materials samples to an accredited laboratory, for asbestos analyses via Polarized Light Microscopy (PLM) to determine those materials that contain more than one percent asbestos by the visual estimation method. Samples found to contain less than 10 percent asbestos via the visual estimation method of PLM will be further verified via the "Point Count Method" as defined by the AHERA regulation.
- We will conduct a visual inspection to identify the painted structural surfaces and collect representative chip samples of the suspected lead-bearing and cadmium-bearing paints. We will submit the paint chip samples to an accredited laboratory for analyses of lead and cadmium by atomic absorption spectrophotometry (AAS).
- SME staff will walk through the structures and visually assess universal waste items, such as suspected polychlorinated biphenyl (PCB) articles, items, containers, equipment, and transformers; equipment suspected to contain mercury; radioactive sources found in facility equipment, such as smoke detectors and self-illuminated exit signs, and chemicals and fuels. The scope of the assessment will not include sampling of these materials.
- Upon completion of the assessment, we will prepare a report summarizing the assessment services. The report will include: a list of homogeneous areas of suspect ACMs and locations where each was observed; chain-of-custody forms with sample descriptions and locations for samples collected during the assessment; the laboratory analytical data for samples collected during the assessment; estimates of the quantities and descriptions of the locations of visible, accessible, friable, and nonfriable areas of asbestos; descriptions and locations of lead-bearing and-cadmium bearing paints; a summary of universal waste items noted during the assessment. The report will also include recommendations for abatement and/or work practices prior to demolition, relative to the materials of concern identified by the assessment.

SCHEDULE AND PROFESSIONAL FEE

Our lump sum fee for the hazardous materials assessment is \$26,500. We included fees for up to 500 building material samples suspected to contain asbestos (850 asbestos analyses) and 30 paint chip samples (lead and cadmium analyses). This fee is based on a one-week turnaround time for laboratory analyses. The number of building material samples collected for laboratory analysis is dependent upon the number of suspected ACMs observed. The number of paint chip samples is dependent upon the number of uniquely painted surfaces observed. If more than the estimated number of samples is required to complete the assessment, we will contact you for authorization prior to releasing the samples for analyses and supplemental fees will be required.

The scope of the assessment includes limited destructive assessment of the structures. Our proposed fee and scope of service does not include patching or repairing building surfaces impacted by assessment activities. The proposed scope of service does not include confined space entry. If confined spaces are encountered that must be assessed, appropriate confined space entry procedures will be necessary, and additional fees will be required.

The scope of the assessment includes penetration of the roof system materials for the purpose of sample collection. Please contact us if you would prefer that we do not impact the roof system materials during the assessment effort. Suspect ACMs, including roof materials, which are not sampled and analyzed for asbestos content will be considered assumed ACMs for the purpose of the assessment.

If ceilings or other materials are located greater than 16 feet above the floor and need to be assessed, the client will either provide access to these materials via appropriate ladders or lifts, or the materials will be considered assumed ACMs, or lead/cadmium bearing paints, for the purpose of the assessment.

We anticipate seven site visits (up to eight hours onsite) with one accredited Asbestos Inspector may be necessary to complete the assessment and sampling. We understand that you will coordinate access into the structures for our staff at the scheduled times and dates for the field services. If unanticipated conditions, such as restricted access, are encountered which require additional site visits or if a change in the scope of service is necessary, we will contact you to discuss the proposed change in services and associated fee.

We estimate the field services portion of the hazardous materials assessment will be completed within four weeks of your written authorization to proceed. We will receive laboratory results within one week of completion of the field services and will prepare a final summary report within three weeks of receipt of the laboratory results. If the estimated project schedule does not meet your needs, please contact us to discuss as soon as possible.

GEOTECHNICAL SERVICES

SCOPE OF SERVICE

Based on our understanding of the project, our geotechnical scope of services will consist of the following:

1. Prepare a site-specific safety plan for the field services using SME's Health and Safety Checklist and prepare a Job Hazard Analysis for each activity performed on site.
2. Stake the boring locations using a GPS unit with sub-foot accuracy.
3. Contact the MISS DIG system to clear and mark the locations of public underground utilities within the area where the borings are planned.
4. Mobilize a truck-mounted drill rig to the project site.
5. Perform seven borings, each extending to a depth of 20 feet below the existing ground surface in the area of the proposed building. Perform five borings, each extending to a depth of 10 feet below the existing ground surface in the area of proposed pavement and stormwater infrastructure. In each boring, obtain split-barrel soil samples at about 2.5-foot intervals to the termination depth of the borings. Record groundwater levels in the borings during and immediately after drilling. After completion of drilling, the boreholes will be backfilled auger cuttings. Therefore, long-term groundwater levels will not be obtained for this evaluation.
6. Perform up to two in-situ infiltration tests adjacent to stormwater infrastructure borings. The infiltration tests will follow the procedures outlined in the Southeast Michigan Council of Governments (SEMCOG) Low Impact Development (LID) Manual for Michigan. The infiltration tests will be performed in a borehole located about 5 feet from the adjacent boring. The infiltration tests will be performed at a depth of about 5 feet to 6 feet below existing site grades, which we assume coincides with the approximate bottom elevation of the stormwater infrastructure.
7. Perform laboratory analyses including visual soil classification on recovered samples along with moisture content and strength properties of recovered clay samples. Perform loss-on-ignition (LOI) testing of representative suspect organic soils encountered at the boring locations (if encountered).
8. Summarize our findings in a written report that will include:
 - a. Descriptions of the site conditions and project information.
 - b. Descriptions of the field and laboratory testing programs.
 - c. Descriptions of the soil and groundwater conditions encountered at the borings.

- d. Recommendations for site preparation and earthwork compaction and materials requirements for engineered fill, and an evaluation of the suitability of the soils encountered in the borings for reuse as engineered fill.
- e. Recommendations regarding the design of the proposed building, including:
 - i. Recommendations for shallow spread foundations for support of the proposed building, including a recommended maximum net allowable soil bearing pressure, estimated settlements, and depth to suitable bearing soils.
 - ii. A recommendation for seismic site class in accordance with the current Michigan Building Code, based on the site borings and our experience with local geologic conditions.
 - iii. Recommendations for subgrade preparation for grade slab.
 - iv. Comments regarding anticipated groundwater conditions at the building location and potential alternatives for temporary groundwater control.
- f. A discussion of potential geotechnical-related construction issues pertaining to foundations, floor slabs, and utilities (such as weather, groundwater control, and other conditions that may affect construction) based on the soil and groundwater conditions encountered.
- g. The results for the in-situ infiltration tests, comments on the suitability of the soils encountered for infiltration drainage, and a discussion on measures to maintain infiltration areas.
- h. A boring location diagram.
- i. Logs prepared for each boring that will include a description of the soils encountered and the results of the field and laboratory tests.

ASSUMPTIONS AND LIMITATIONS

The following assumptions were made in preparing our scope of service and professional service fee:

1. The attached SME Special Conditions for Drilling and Excavation (03/15) is an integral part of this proposal and contains additional information about the terms of our services.
2. We have assumed the boring locations are accessible with a truck-mounted drill rig. If weather conditions do not permit access with a truck-mounted rig, then a drill rig mounted on an all-terrain vehicle (ATV) may have to be used to access the boring locations. If an ATV is used, an additional daily charge will be assessed. However, SME will contact you prior to using an ATV to access the site.
3. We have assumed others will coordinate access to the properties to allow SME to complete the proposed field exploration.
4. Although SME offers other services for the project, our proposed scope of services for the geotechnical evaluation does not include the following:
 - a. Additional drilling due to unsuitable soils;
 - b. Environmental assessments;
 - c. Pavement design;
 - d. Earth retention design;
 - e. Erosion control design;
 - f. Cost or quantity estimates;
 - g. Design drawings;
 - h. Surveying and utility locating services (beyond calling MISS DIG);
 - i. Progress meetings outside the scope of services in this proposal;

- j. Construction material services; or
- k. Time for meetings or significant consulting time after transmittal of our report.

SCHEDULE AND PROFESSIONAL FEE

Based on the geotechnical scope of services outlined above, our lump sum fee will be \$14,900. If further services are required for this project that extend beyond the scope of services outlined above, or if more project information becomes available and our scope of services is required to be modified, additional fees may be required.

Based on our current drilling schedule, we anticipate we can complete the field exploration with about four to six weeks after receiving authorization to proceed. The drilling should take about two days to complete. Our analyses and the report can normally be completed within about two weeks after completion of drilling. This schedule is based on no unforeseen delays due to weather or site access issues.

AUTHORIZATION AND GENERAL COMMENTS

We will provide the proposed services in accordance with the attached General Conditions (03/15), which are an integral part of this proposal. Please sign the attached General Conditions where space is provided and return along with the questionnaires to SME.

As part of our continual improvement efforts, SME requests feedback from our clients during and/or at the end of our projects to help us understand their project experience and to show us where we can improve. When you receive an SME feedback request, please take a minute or two to respond. Doing so will help us serve you better on the next project. If there are questions concerning this proposal or Scope of Services, please contact us.

Sincerely,

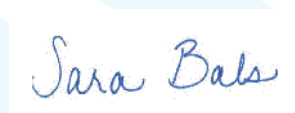
SME

PREPARED BY:



Davin K. Ojala
Senior Consultant

REVIEWED BY:



Sara I. Bals, EIT
Senior Consultant

Attachments: Important Information About This Geotechnical Engineering Proposal
SME Special Conditions for Drilling and Excavation (03/15)
SME General Conditions – Commercial (03/15)

Enclosures: User Questionnaire
Owner/Occupant Questionnaire

Important Information about This Geotechnical Engineering Proposal

Subsurface problems are a principal cause of construction delays, cost overruns, claims, and disputes.

While you cannot eliminate all such risks, you can manage them. The following information is provided to help.

Participate in Development of the Subsurface Exploration Plan

Geotechnical engineering begins with the creation of an effective subsurface exploration plan. This proposal starts the process by presenting an initial plan. While that plan may consider the unique physical attributes of the site and the improvements you have in mind, it probably does not consider your unique goals, objectives, and risk management preferences. Subsurface exploration plans that are finalized without considering such factors presuppose that clients' needs are unimportant, or that all clients have the same needs. *Avoid the problems that can stem from such assumptions* by finalizing the plan and other scope elements directly with the geotechnical engineer you feel is best qualified for the project, along with the other project professionals whose plans are affected by the geotechnical engineer's findings and recommendations. If you have been told that this step is unnecessary; that client preferences do not influence the scope of geotechnical engineering service or that someone else can articulate your needs as well as you, you have been told wrong. No one else can discuss your geotechnical options better than an experienced geotechnical engineer, and no one else can provide the input you can. Thus, while you certainly are at liberty to accept a proposed scope "as is," recognize that it could be a unilateral scope developed without direct client/engineer discussion; that authorizing a unilateral scope will force the geotechnical engineer to accept all assumptions it contains; that assumptions create risk. *Manage your risk. Get involved.*

Expect the Unexpected

The nature of geotechnical engineering is such that planning needs to *anticipate the unexpected*. During the design phase of a project, more or deeper borings may be required, additional tests may become necessary, or someone associated with your organization may request a service that was not included in the final scope. During the construction phase, additional services may be needed to respond quickly to unanticipated conditions. In the past, geotechnical engineers commonly did whatever was required to oblige their clients' representatives and safeguard their clients' interests, taking it on faith that their clients wanted them to do so. But some, evidently, did not, and refused to pay for legitimate extras on the ground that the engineer proceeded without proper authorization, or failed to submit notice in a timely manner, or failed to provide proper documentation. *What are your preferences? Who is permitted to authorize additional geotechnical services on your project? What type of documentation do you require? To whom should it be sent? When? How?* By addressing these and similar issues sooner rather than later, you and your geotechnical engineer will be prepared for the unexpected, to help prevent molehills from growing into mountains.

Have Realistic Expectations; Apply Appropriate Preventives

The recommendations included in a geotechnical engineering report are *not final*, because they are based on opinions that can be verified only during construction. For that reason, most geotechnical engineering proposals offer the construction observation services that permit the geotechnical engineer of record to confirm that subsurface conditions are what they were expected to be, or to modify recommendations when actual conditions were not anticipated. *An offer to provide construction observation*

is an offer to better manage your risk. Clients who do not take advantage of such an offer; clients who retain a second firm to observe construction, can create a high-risk “Catch-22” situation for themselves. *The geotechnical engineer of record cannot assume responsibility or liability for a report’s recommendations when another firm performs the services needed to evaluate the recommendations’ adequacy.* The second firm is also likely to disavow liability for the recommendations, because of the substantial and possibly uninsurable risk of assuming responsibility for services it did not perform. Recognize, too, that no firm other than the geotechnical engineer of record can possibly have as intimate an understanding of your project’s geotechnical issues. As such, reliance on a second firm to perform construction observation can elevate risk still more, because its personnel may not have the wherewithal to recognize subtle, but sometimes critically important unanticipated conditions, or to respond to them in a manner consistent with your goals, objectives, and risk management preferences.

Realize That Geoenvironmental Issues Have Not Been Covered

The equipment, techniques, and personnel used to perform a geoenvironmental study differ significantly from those used to perform a geotechnical study. *Geoenvironmental services are not being offered in this proposal. The report that results will not relate any geoenvironmental findings, conclusions, or recommendations.* Unanticipated environmental problems have led to numerous project failures. If you have not yet obtained your own geoenvironmental information, ask your geotechnical consultant for risk management guidance. *Do not rely on an environmental report prepared for someone else.*

Obtain Professional Assistance To Deal with Mold

Diverse strategies can be applied during building design, construction, operation, and maintenance to prevent significant amounts of mold from growing on indoor surfaces. To be effective, all such strategies should be devised for the express purpose of mold prevention, integrated into a comprehensive plan, and executed with diligent oversight by a professional mold prevention consultant. Because just a small amount of water or moisture can lead to the development of severe mold infestations, a number of mold prevention strategies focus on keeping building surfaces dry. While groundwater, water infiltration, and similar issues may be addressed as part of the geotechnical engineering study described in this proposal, the geotechnical engineer who would lead this project ***is not*** a mold prevention consultant; ***none of the services being offered have been designed or proposed for the purpose of mold prevention.***

Have the Geotechnical Engineer Work with Other Design Professionals and Constructors

Other design team members’ misinterpretation of a geotechnical engineering report has resulted in costly problems. Manage that risk by having your geotechnical engineer confer with appropriate members of the design team before finalizing the scope of geotechnical service (as suggested above), and, again, after submitting the report. *Also retain your geotechnical engineer to review pertinent elements of the design team members’ plans and specifications.*

Reduce the risk of unanticipated conditions claims that can occur when constructors misinterpret or misunderstand the purposes of a geotechnical engineering report. Use appropriate language in your contract documents. Retain your geotechnical engineer to participate in prebid and preconstruction conferences, and to perform construction observation.

Read Responsibility Provisions Closely

Clients, design professionals, and constructors who do not recognize that geotechnical engineering is far less exact than other engineering disciplines can develop unrealistic expectations. Unrealistic expectations can lead to disappointments, claims, and disputes. To help reduce the risk of such outcomes, geotechnical engineers commonly include a variety of explanatory provisions in their proposals. Sometimes labeled “limitations,” many of these provisions indicate where geotechnical engineers’ responsibilities begin and end, to help others recognize their own responsibilities and risks, thus to encourage more effective scopes of service. *Read this proposal’s provisions closely.* Ask questions. Your geotechnical engineer should respond fully and frankly.

Rely on Your Geotechnical Engineer for Additional Assistance

Membership in the Geoprofessional Business Association (GBA) exposes geotechnical engineers to a wide array of risk management techniques that can be of genuine benefit to everyone involved with a construction project. Confer with a GBA-member geotechnical engineer for more information. Confirm a firm’s membership in GBA by contacting GBA directly or at its website.



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SPECIAL CONDITIONS FOR DRILLING AND EXCAVATION

1. **RIGHT TO SUBCONTRACT:** SME reserves the right to subcontract for drilling, excavation of test pits, clearing and grubbing for site access, traffic control, and other instrumentation or services necessary to perform the services required by the Agreement.
2. **RIGHTS OF ENTRY:** CLIENT shall provide any necessary rights of entry for SME, including its agents, staff, contractors or subcontractors, to access the site to perform all acts, studies, and research, including tests and evaluation, pursuant to the agreed services. CLIENT shall inform SME of any special requirements as a condition upon such rights of entry.
3. **PERMITS AND LICENSES:** CLIENT shall secure all required permits, except specific permits identified in Agreement as being secured by SME. SME shall hold and maintain all necessary business and professional licenses, registrations, and accreditations necessary to perform its services.
4. **UNDERGROUND UTILITIES AND STRUCTURES:** SME will take reasonable precautions to avoid damage to subterranean structures or utilities, including contacting the appropriate One-Call system for utility clearance. Unless otherwise identified in the Agreement, CLIENT is responsible for identifying all subterranean structures or utilities in the area of evaluation and sharing that information with SME prior to commencement of the field exploration. CLIENT agrees to furnish SME with all information identifying the type and location of utility lines and other man-made structures located beneath the surface of the site in the proposed work area. CLIENT will also locate all known private underground utilities at the site prior to SME performing the field exploration. CLIENT agrees to defend, indemnify and hold SME harmless from all claims, liability, and expense associated with alleged damage to subterranean utilities or structures, except if such damage was caused by SME's sole negligence.
5. **SITE PLANS AND SURVEYS:** CLIENT will provide available project site plans and surveys, preferably in digital format (AutoCAD compatible format), and provide topographical information, if available. The accuracy and proximity of survey control provided by CLIENT will affect the accuracy of test locations and elevation determinations. Unless otherwise noted, the accuracy of test locations and elevations will be commensurate only with pacing and approximate measurements or estimates.
6. **TEST LOCATIONS:** If unanticipated site conditions or site conditions not made known to SME prevent access to locations specified in the Agreement, then SME may deviate a reasonable distance from proposed test locations. If CLIENT objects, then SME shall have the right to reasonable adjustment of its fees and time for performance.
7. **FIELD SERVICES SCHEDULE:** Field services will be performed Monday through Friday, except on holidays, and during normal business hours unless noted otherwise in the Agreement. Additional fees may be required for field services provided on weekends and holidays, or at times other than normal business hours.
8. **RESTORATION:** CLIENT recognizes that some damage to the site may occur in the normal course of our services. SME will exercise reasonable care to mitigate damage from drilling or excavation equipment to lawn, landscape, pavement, or soft ground. Unless otherwise stated in the Agreement, our fee does not include time or expenses associated with the repair of wheel ruts, track marks, or other damage such as crop damage. Due to the potential applicability of environmental and transportation regulations, excess soil cuttings generated from drilling activities will not be removed from the site by SME. Unless otherwise noted in the Agreement, the boreholes will be backfilled with auger cuttings and/or bentonite, and excavations will be backfilled with excavated material. Asphalt coldpatch or quick-setting concrete will normally be used to repair existing pavement areas flush to the existing grade. Core holes in concrete floors and bridge decks will be filled with quick-setting concrete flush to the existing floor surface. Excess soil will be left on-site at the locations of the boreholes or excavations, placed in nearby greenway areas, or containerized as appropriate for site and environmental conditions.
9. **VARIATIONS IN SUBSURFACE CONDITIONS AND INTERPRETATION OF SME DATA:** CLIENT recognizes that subsurface conditions on the site may vary from those encountered at the locations where borings, surveys, or explorations are made by SME and that the data, interpretations and recommendations of SME are based solely on the information available to SME. SME will not be responsible for the data generated by others or interpretations and recommendations by others based upon the data and information developed or provided by SME.
10. **SURFACE MATERIALS:** Unless otherwise noted in the Agreement, SME will obtain approximate thickness measurements of surficial materials, such as pavements, aggregate base, and topsoil, at the time of the exploration. These measurements are considered approximate since some mixing of surficial materials and the underlying subgrade can occur. Additional evaluation methods and additional fees would be required to obtain more precise measurement of surface materials.
11. **TRAFFIC CONTROL:** Unless otherwise noted in the Agreement, SME will be responsible for supplying such signs, barricades and traffic control personnel as may be needed for safe drilling or excavation operations.

12. SAMPLE DISPOSAL:

- a. Unless otherwise requested in writing by CLIENT, SME will dispose of soil samples submitted to SME's laboratories 60 days after the samples are obtained. Unless otherwise requested in writing by CLIENT, samples submitted to subcontract laboratories will be disposed by those laboratories in accordance with their sample retention policies. CLIENT agrees that it will not hold SME responsible or liable for any loss of test specimens or samples, and CLIENT agrees to pay costs associated with the storage of samples beyond the normal storage times described herein.
- b. In the event residual sampled materials in SME's possession are determined to be RCRA hazardous wastes, contain PCBs above Type II landfill disposal limits, or are otherwise subject to state or federal disposal restrictions, we will, after completion of testing and at CLIENT's expense, and using a manifest signed by CLIENT as generator, have such samples transported to a location selected by CLIENT for final disposal (see **Disposal of Hazardous and Other Regulated Wastes**). CLIENT agrees to pay all costs associated with the storage, transport, and disposal of such samples. CLIENT recognizes and agrees that we are acting as a bailee and at no time assume title to said waste.

13. ENVIRONMENTAL RISKS:

- a. CLIENT shall inform SME of any known environmental site conditions that could affect the health and safety of our field personnel or that could affect SME's performance of its services. For projects other than environmental assessments, SME will report only for informational purposes, unusual odors and/or colorations of the soil observed during field activities.
- b. Unanticipated hazardous substances, subsurface contaminants, and/or biological pollutants (HAZMAT) or levels of HAZMAT may exist at the project site. The discovery of unanticipated HAZMAT may constitute a changed condition mandating renegotiation of the scope and fees and make it necessary for SME to take immediate measures to protect human health and safety, and/or the environment. SME agrees to notify CLIENT as soon as practicable if unanticipated HAZMAT is encountered. CLIENT authorizes SME to take measures that, in SME's sole professional opinion, are justified to preserve and protect the health and safety of SME's personnel and the public, and/or environment, and CLIENT agrees to compensate SME for the additional cost of such work. SME does not assume control of or responsibility for reporting to any federal, state, or local public agencies, any conditions at the site that may present a potential danger to health, safety, or the environment.
- c. There is a risk that drilling and sampling may result in contamination of certain subsurface areas, such as when a boring device moves through a contaminated area and connects it to an aquifer not previously contaminated. SME will exercise reasonable care and caution to prevent such occurrences; however, because such drilling and sampling is a necessary aspect of the services that SME will provide for CLIENT's benefit, CLIENT agrees that SME shall not be held liable for exacerbation of HAZMAT caused in this manner.
- d. CLIENT recognizes that discovery of HAZMAT on the site may result in a significant reduction of the property's value, and SME cannot be held responsible for such devaluation.
- e. It is possible this assessment may fail to reveal the presence of contaminants, hazardous materials, or other types of environmental contamination collectively referred to as "contaminants" at sites where contaminants are assumed, expected, or subsequently determined to exist. CLIENT understands that SME's failure to discover contaminants does not guarantee that contaminants do not exist at the site. Similarly, a site which in fact is unaffected by contaminants at the time of SME's study, may later, due to natural phenomena or human intervention, become contaminated. CLIENT agrees that it would be unfair to hold SME liable for failing to discover contaminants whose exact location is impossible to foretell, or for failing to discover contaminants, which, in fact, did not exist at specific sampling locations at the time such samples were taken. Accordingly, CLIENT waives any claim against SME, and agrees to defend, indemnify and save SME harmless from any claims or liability for injury or loss arising from SME's failure to detect the presence of contaminants through techniques commonly employed for the purpose.
- f. CLIENT agrees to defend, hold harmless and indemnify SME from and against any and all claims and liabilities resulting from encountering unexpected HAZMAT, including compensation for any time spent and expenses incurred by SME.

14. **DISPOSAL OF HAZARDOUS AND OTHER REGULATED WASTES:** CLIENT agrees to select treatment/disposal facilities, pay for transportation and disposal, and sign, or have OWNER sign all waste profile forms, land disposal certifications, transportation manifests, and any other documentation required for transportation and disposal of hazardous wastes, PCB wastes, or other regulated wastes. Under no circumstance will SME select a disposal /treatment facility, arrange for transportation or disposal of regulated wastes, or otherwise act as agent for the generator of the wastes. CLIENT agrees to the maximum extent permitted by law to defend, hold harmless and indemnify SME from and against any and all claims and liabilities resulting from violation of any federal, state or local statute, regulation or ordinance relating to the disposal of hazardous wastes, substances or constituents or allegations that SME generated, transported, stored, treated or disposed of wastes or other contaminated materials, or arranged for the transportation, treatment, storage, or disposal of wastes or other contaminated materials, subject to federal, state, or local regulation or law.

SME GENERAL CONDITIONS

- 1. DEFINITIONS:** In this Agreement, the party agreeing to have the services performed is the "CLIENT." The CLIENT's CLIENT shall be referred to as the "OWNER." Unless expressly stated otherwise, SME, its employees, agents, subconsultants and subcontractors, are collectively referred to as "SME." The "services" to be provided under this Agreement are defined in SME's Proposal and subsequent written amendments, change orders, or otherwise-authorized additional services.
- 2. INVOICING AND PAYMENT:** SME will submit invoices to CLIENT monthly and a final bill upon completion of services. Payment is due upon presentation of invoice to the CLIENT and is past due 30 days from date of the invoice. CLIENT agrees to pay a service charge of 1-1/2% per month, or the maximum rate allowed by law, whichever is greater, on past due accounts.
- 3. INSTRUMENTS OF SERVICE:** All reports, field data, field notes, laboratory test data, calculations, estimates, and other documents prepared by SME in connection with this Project shall be considered instruments of service, and shall remain the property of SME. SME grants CLIENT and OWNER a limited license to use such instruments of service for the purpose of designing, constructing, maintaining or repairing work that is part of this Project. Any reuse of SME's instruments of service for any purpose other than the limited license granted herein is prohibited and SME shall have no responsibility to CLIENT, OWNER or third parties for unauthorized use of its instruments of services.
- 4. RECORDS RETENTION:** SME will retain pertinent records relating to the services performed for CLIENT for a period of time consistent with SME's File Management Plan, a copy of which will be provided to CLIENT upon request. During that period, the records will be made available to the CLIENT at reasonable times. At the end of the retention period indicated in SME's File Management Plan, SME may, in its sole discretion, dispose of all such records.
- 5. SME MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH REGARDS TO ITS SERVICES.**
- 6. TERMINATION:** Either party may terminate this Agreement upon at least 7 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof. Such termination will not be effective if that substantial failure is remedied before expiration of the period specified in the written notice. This Agreement shall also be automatically terminated upon a suspension of the Project for more than 3 months. In the event of termination, CLIENT will pay SME for services performed to the termination notice date plus reasonable termination expenses. In the event of termination, or suspension, prior to completion of all reports contemplated by this Agreement, SME may complete such analyses and records as are necessary to complete the files and may also complete a report on the services performed to the date of notice of termination or suspension. The expenses of termination or suspension include all direct costs of completing such analyses, records, and reports.
- 7. DISPUTES:** If any dispute arising out of or relating to this Agreement, or its breach, is not settled through direct discussions, the parties agree that as a condition precedent to litigation or arbitration, they will endeavor for 30 days following written notice by one party to the other of a dispute or breach, to settle the dispute by mediation with the assistance of a neutral mediator. In any litigation or arbitration, if applicable, the parties agree that the prevailing party is entitled to recover all reasonable costs incurred in defense or prosecution of the claim, including its staff time, court costs, attorney's fees, and other claim-related expenses. Notwithstanding, SME has no obligation to mediate with CLIENT prior to litigation when collecting fees owed by CLIENT.
- 8. AUTHORIZATION:** By signing these General Conditions, CLIENT agrees to accept the proposal, including these General Conditions and any Special Conditions, as the Agreement governing SME's services and the relationship between the parties. If CLIENT gives SME other-than-written authorization to proceed with services after receiving SME's written proposal, CLIENT accepts the proposal, these General Conditions, and any Special Conditions, as the Agreement governing SME's services, and the Agreement is effective, except for those provisions that CLIENT objects to in writing within 7 days following the other-than-written authorization.
- 9. SAFETY:** SME will be responsible only for the safety of SME employees. Unless otherwise explicitly described in our scope of services, the scope of services does not include job or site safety for, or supervision or direction of, the work of others. The presence of SME on the job site should not be construed to in any way relieve the CLIENT, other contractors, or other parties on the site of the obligation and responsibilities for their personal safety and the safety of their employees, consultants, and subcontractors.
- 10. INSURANCE:** SME and its staff are protected by worker's compensation insurance and SME has coverage under General Liability and Professional Liability insurance policies. SME will provide CLIENT with evidence of such policies upon written request. SME is not responsible for any loss, damage or liability arising from acts of CLIENT, its agents, staff, and other consultants employed by CLIENT.
- 11. INDEMNIFICATION:** To the fullest extent permitted by law, CLIENT shall hold harmless, defend, and indemnify SME from and against all claims, damages, losses and expense, including reasonable attorney fees, arising out of the performance of SME's services or the materials of others in connection with the Project regardless of whether or not such claim, damage, loss or expense is caused in part by SME; provided however, that this obligation shall not apply to claims, damage, loss or expense caused solely by negligence of SME.

12. GOVERNING LAW: The parties agree that this Agreement shall be governed in all respects by the laws of the State of Michigan.

13. LIMITATION OF LIABILITY: In consideration for SME's undertaking to perform services at the rates set forth on the Fee Schedule attached to SME's proposal or the lump sum fee provided, CLIENT agrees to limit all potential liability of SME to CLIENT, its employees, agents, successors and assigns, for any and all claims, losses, breaches, damages or expenses arising from, or relating to SME's performance of services on this Project, such that SME's total aggregate liability to CLIENT, its employees, agents, successors and assigns shall not exceed \$50,000 or SME's total fee for the services rendered on the Project, whichever is greater. The CLIENT understands that it may negotiate a higher limit of liability in exchange for an appropriate increase in SME's fee.

- a) CLIENT further agrees that it will require all of its contractors and consultants on this project and their respective subcontractors and subconsultants, be bound by an identical limitation of SME's aggregate liability in their agreements for work on this Project.
- b) CLIENT further agrees that it will require all of its contractors and subcontractors defend and indemnify CLIENT and SME from any and all loss or damage, including bodily injury or death, arising from contractor or subcontractors performance of work on this Project, regardless of whether or not such claim, damage, loss or expense is caused in part by SME provided however, that this obligation shall not apply to claims, damage, loss or expense caused by the sole negligence or fault of SME.

14. PERIOD OF LIMITATION: Notwithstanding any period of limitations that might otherwise apply, the parties agree that no action, claim or proceeding of any kind, whether in tort, contract or equity arising out of SME's services may be brought against SME more than two years after the first to occur of the following events: (i) the date of CLIENT's acceptance, use or occupancy of the Project that is the subject of this engagement, or (ii) the date of SME's last service in connection with this Project.

15. ADDITIONAL SERVICES: If SME provides services at the request of CLIENT, in addition to those described in the scope of work contained in SME's proposal, CLIENT agrees that these general conditions including any Special Conditions shall apply to all such additional services.

16. AGREEMENT: This Agreement includes SME's Proposal, these General Conditions, and any other Special Conditions, Fee Schedules, or other documents provided with SME's Proposal. This Agreement constitutes the entire contractual relationship between the parties and cannot be changed except by a written instrument signed by both parties. All preprinted Terms and Conditions on CLIENT's Purchase Order(s) or acknowledgement forms are inapplicable to this Agreement. In the event any provision of this Agreement is held invalid or unenforceable, the other provisions will remain in full force and effect, and binding upon the parties. All the terms of this Agreement, including provisions relating to limitation and allocation of liability, shall survive the completion and/or termination of this Agreement. This Agreement cannot be assigned by either party without the written consent of the other party.

Please complete and return the signed General Conditions to SME to indicate acceptance of this proposal and to initiate work on the referenced project. The CLIENT's signature or direction to proceed also indicates that he/she has read or has had the opportunity to read the General Conditions and agrees to be bound by such General Conditions.

SME PROPOSAL

Proposal No.: P01019.25/099614.00_MAR252025

Project Name: Multiple Parcel Phase I ESA

Project Location: Kalamazoo, Michigan

CLIENT PROPOSAL AND AGREEMENT ACCEPTANCE (Please Print or Type)

CLIENT Signature: _____ Date: _____

Printed Name: _____

Title: _____

CLIENT (Company) Name: _____

Address: _____

Telephone No.: _____ Email: _____

Memo

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

FROM: Therese Searles, Senior Brownfield Specialist

DATE: April 24, 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: There are no invoices for consideration this month on any contracted services as Fishbeck is switching accounting software systems. Fishbeck has engaged in potential project and scope discussions with the brownfield director.

Administrative Support: There were no administrative support tasks conducted this month.

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

Project No: 2500252 – W.O. 2025-2

Update:

The KCBRA approved a project application in January 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. The Phase I ESA has been completed and revealed no evidence of Recognized Environmental Conditions (RECs) in connection with the Subject Property. Additionally, Fishbeck oversaw the completion of a ground-penetrating radar (GPR) survey of the Subject Property on March 6, 2025. The results of the GPR survey data indicate very little evidence of debris present in the survey area. No further assessment is warranted at this time. ***The Phase I ESA document, which included discussion of the GPR findings, was issued this past month.***

**3. Rooney's Soul Food Wagon, 5928 E Michigan Avenue, Comstock Township
Project No:2500502 – W.O. 2025-3**

Update:

The KCBRA approved a project application in March from Jerome and Jaqueline Hardin, emerging developers seeking funding support to conduct due diligence services for a commercial property located at 5928 E. Michigan Avenue in Comstock Township. The developers wish to acquire the property to use for their existing food truck and also begin renovation the existing structure on site to expand the restaurant services. The site is a former gas station, LUST site and a designated "facility". Some environmental assessment work has been completed and while this assessment has not been reviewed in detail, it is anticipated that some unknown impacts may still exist. The developers are waiting on Township approval to rezone the property to allow the use of food truck operations but verbal communications indicate the township is supportive of rezoning. The KCBRA approved Work Order 2025-3 to conduct a Phase I Environmental Site Assessment (ESA), Hazardous Materials Inspection (HMI), and a Baseline Environmental Assessment (BEA). The Phase I ESA has been initiated and is intended to be complete by month's end in support of the anticipated closing date of April 30, 2025. Initial discussions regarding the scope of proposed renovations and timing as it relates to completion of the hazardous materials inspection have determined that the field work for the HMI will be scheduled post-acquisition in May.

[illegible]

General Environmental Review

Budget and Cost Summary

Number			Budget Estimates		Actual				
Project	W.O.	Site/Phase	Total	County Funding	Invoice #	Invoice Date	Invoice Amount	Task Budget Remaining	Total Budget Remaining
		Grant App - EPA Grant Applications	\$ 3,000.00	\$ 3,000.00					
					444673	11/7/2024	\$717.50		
					445828	12/4/2024	\$2,205.00		
					449918	3/3/2025	\$63.75		
		Phase Subtotal	\$ 3,000.00	\$ 3,000.00			\$2,986.25		\$13.75
		2024 Project Total	\$ 20,000.00	\$ 20,000.00			\$17,817.54		\$2,182.46
230454	2025-1	General Environmental Review (2025)	\$ 20,000.00	\$ 20,000.00	448686	2/14/2025	\$1,802.50		
	BT3				449919	3/3/2025	\$5,311.08		
		Phase Subtotal	\$ 20,000.00	\$ 20,000.00			\$7,113.58		\$12,886.42
		Contractual Administrative (2025)	\$ 1,000.00	\$ 1,000.00	448686	2/14/2025	\$220.22		
					449919	3/3/2025	\$78.33		
		Phase Subtotal	\$ 1,000.00	\$ 1,000.00			\$298.55		\$701.45
		2025 Project Total	\$21,000.00	\$21,000.00			\$7,412.13		\$13,587.87
190048	2019-2	Paper City Development - EGLE Grant Oversight							
		W.O. Approved							
		Total Approved budget of \$3,000.00	\$ 3,000.00	\$ 3,000.00	05421	4/18/2019	\$2,642.50	\$10,565.50	\$10,565.50
		Amendment #1 - \$5,000.00	\$ 5,000.00	\$ 5,000.00	05490	5/10/2019	\$140.00	\$10,425.50	\$10,425.50
		Amendment #2 - \$5,000.00	\$ 5,000.00	\$ 5,000.00	05603	6/14/2019	\$1,662.50	\$8,763.00	\$8,763.00
		Contingency Amendment #3- \$6,500	\$ 6,500.00	\$ 6,500.00	05665	7/16/2019	\$1,110.00	\$7,653.00	\$7,653.00
		Budget adjustment to bring approved budget current 5-19-23	\$ (6,292.00)	\$ (6,292.00)	05723	8/14/2019	\$788.75	\$6,864.25	\$6,864.25
		Project Subtotal	\$ 13,208.00	\$ 13,208.00	05787	9/6/2019	\$35.00	\$6,829.25	\$6,829.25
					06215	1/7/2020	\$26.25	\$6,803.00	\$6,803.00
					06329	2/7/2020	\$131.25	\$6,671.75	\$6,671.75
					06442	3/19/2020	\$210.00	\$6,461.75	\$6,461.75
					06579	5/12/2020	\$113.75	\$6,348.00	\$6,348.00
					06655	6/17/2020	\$52.50	\$6,295.50	\$6,295.50
					06714	7/9/2020	\$105.00	\$6,190.50	\$6,190.50
					06808	8/11/2020	\$78.75	\$6,111.75	\$6,111.75
					06895	9/8/2020	\$52.50	\$6,059.25	\$6,059.25
					06994	10/12/2020	\$446.25	\$5,613.00	\$5,613.00
					07086	11/5/2020	\$551.25	\$5,061.75	\$5,061.75
					07163	12/7/2020	\$183.75	\$4,878.00	\$4,878.00

General Environmental Review
Budget and Cost Summary

Number			Budget Estimates		Actual				
Project	W.O.	Site/Phase	Total	County Funding	Invoice #	Invoice Date	Invoice Amount	Task Budget Remaining	Total Budget Remaining
2500252	2025-2	Habitat for Humanity - Cooper Twp.	\$ 5,100.00	\$ 5,100.00	448692	2/14/2025	\$285.25	\$4,814.75	\$4,814.75
					449934	3/3/2025	\$2,323.25	\$2,491.50	\$2,491.50
						Project Subtoal	\$2,608.50		\$2,491.50
		Phase I ESA	\$ 3,000.00	\$3,000.00	448692	2/14/2025	\$218.25	\$2,781.75	\$2,781.75
					449934	3/3/2025	\$2,222.75	\$559.00	\$559.00
							\$2,441.00		\$559.00
		GPR Survey	\$ 2,100.00	\$2,100.00	448692	2/147/2025	\$67.00	\$2,033.00	\$2,033.00
					449934	3/3/2025	\$100.50	\$1,932.50	\$1,932.50
							\$167.50		\$1,932.50
2500502	2025-3	Rooney's Soul Food Wagon -5928 E. Michigan Avenue, Comstock Township	\$ 14,000.00	\$14,000.00					
						Project Subtoal	\$0.00		\$14,000.00
		Phase I ESA	\$ 3,000.00	\$3,000.00					
							\$0.00		\$3,000.00
		Hazardous Materials Inspection	\$ 6,000.00	\$6,000.00					
							\$0.00		\$6,000.00
		BEA/Due Care	\$ 5,000.00	\$5,000.00					
							\$0.00		\$5,000.00
		Total Project Budgets	\$288,308.00	\$288,308.00		Total	\$207,030.73		\$81,277.27
		Note: There are no invoices for consideration in April 2025							

Memo

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

FROM: Therese Searles, Senior Brownfield Specialist

DATE: April 24, 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 were completed this month. The 2025 Annual Update to the QAPP was completed and furnished to the Brownfield Administrator to submit to the EPA. These efforts are being billed under the programmatic task as the QAPP task is out of budget. There are no invoices for consideration this month under any task as Fishbeck is switching accounting software systems.

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 was initially 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 2024 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 2024 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. ***It is Fishbeck’s understanding that predevelopment funding is still being secured. Regarding preparation of the Brownfield Plan, Fishbeck did just receive future taxable value estimates from the city assessor and is preparing tax increment financing tables.***

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

4/24/2025
Page 1 of 6

Number		Grant	Activity	Budget Estimates		Actual			Project Budget Remaining		
Project	W.O.	Task		Total		Invoice No.	Invoice Date	Total Invoiced Amount		Total	Project Complete
			Initial Grant Award	\$ 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				\$ 66,108.81		\$ (30,108.81)	
			Task 4 - Community Outreach, Programmatic, Travel	\$ 15,000.00				\$ 22,043.67		\$ (7,043.67)	
								\$ 282,742.57		\$ 17,257.43	\$ 17,257.43
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	\$ -				\$ -			
			County Subtotal	\$ 8,700.00		County Subtotal		\$ 5,072.56		County Subtotal	\$ 3,627.44
			Contractual - Envirollogic Technologies, Inc.,	\$ 291,300.00				\$ -		\$ -	
210220	1	2	QAPP Preparation	\$ 5,000.00		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				\$ -	
	1	2	Initial Preparation	\$ 2,004.00			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	\$ -	
210220	1	2	QAPP - ANNUAL UPDATES	\$ 596.00		Invoice Total	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		\$ 596.00	Phase Subtotal	\$ -	
210229	2	4	Community Outreach and Programmatic	\$ 2,500.00		Invoice Total	08661 2/18/2022	\$ 132.02			
			Amendment #1 (approved 5-25-23)	\$ 2,500.00			08841 4/8/2022	\$ 104.56			
			Amendment #2 (approved 11-16-23)	\$ 4,300.00			08977 5/10/2022	\$ 359.38			
			Amendment #3	\$ 4,000.00			09127 6/13/2022	\$ 341.14			
			Amendment #4	\$ 4,800.00			09389 8/18/2022	\$ 209.13			
				\$ 18,100.00			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			
							433683 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			
						Invoice Total	448685 2/14/2025	\$ 1,094.28			
						Invoice Total	449917 3/3/2025	\$ 490.78			
						Project Subtotal		\$ 16,971.11	Project Subtotal	\$ 1,128.89	
210265	3	2	1001 2nd Street, Kalamazoo	\$ 17,695.01		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	
						Invoice Breakdown			Budget Remaining	\$ -	
	2		Phase II	\$ 12,895.00			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	\$ -	
220128	5	2	NACD - Ransom and North St.	\$ 52,850.00		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		\$ 52,404.00	Project Subtotal	\$ 446.00	
						Invoice Breakdown			Budget Returned	\$ 446.00	
										\$ -	
	2		Soil Gas (447 W. North Street) & Vapor Pin (441 W. North St.)	\$ 11,000.00			09243 7/12/2022	\$ 324.13			
							09296 8/4/2022	\$ 5,677.51			
							09409 9/7/2022	\$ 151.63			
							09636 10/21/2022	\$ 3,480.86			
							09663 11/3/2022	\$ 216.34			
						Phase Subtotal		\$ 9,850.47	Phase Subtotal	\$ 1,149.53	

4/24/2025
Page 2 of 6

4/24/2025
Page 3 of 6

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

4/24/2025
Page 4 of 6

		2	ASB - Asbestos Survey	\$	5,000.00		427548	9/7/2023	\$	2,135.08			
							429026	10/9/2023	\$	752.27			
							429756	11/2/2023	\$	69.55			
						Phase Subtotal			\$	2,956.90		Phase Subtotal	\$ 2,043.10
												Phase Budget Returned*	\$ 2,043.10
												Phase Bdgct Remaining	\$ -
		3	BP Eval - Brownfield Plan Evaluation	\$	3,000.00								
							431435	12/7/2023	\$	191.00			
							434698	3/12/2024	\$	498.53			
							435838	4/10/2024	\$	112.80			
							436940	5/13/2024	\$	91.16			
							438962	6/18/2024	\$	101.98			
							441205	8/13/2024	\$	60.77			
						Phase Subtotal			\$	1,056.24		Phase Subtotal	\$ 1,943.76
												Phase Budget Returned*	\$ 1,943.76
												Phase Bdgct Remaining	\$ -
231419	12	3	Legacy Senior Living, 730 N. Burdick St. Kalamazoo	\$	22,500.00	Invoice Total	427545	9/7/2023	\$	799.90			X
							429030	10/9/2023	\$	479.03			
							429759	11/2/2023	\$	4,648.57			
							431439	12/7/2023	\$	4,002.89			
							432673	1/8/2024	\$	641.52			
							433695	2/13/2024	\$	61.05			
							434705	3/12/2024	\$	242.83			
							435841	4/10/2024	\$	552.35			
							436950	5/13/2024	\$	273.21			
							438966	6/18/2024	\$	101.97			
							442376	9/12/2024	\$	764.79			
						Project Subtotal			\$	12,568.11		Project Subtotal	\$ 31.57
						Invoice Breakdown						Budget Returned	\$ 31.57
		3	Response Activity Plan/Conceptual Site Model	\$	17,500.00		427545	9/7/2023	\$	799.90		Budget Remaining	\$ -
							429030	10/9/2023	\$	143.25			
							429759	11/2/2023	\$	4,529.19			
							431439	12/7/2023	\$	1,577.81			
							432673	1/8/2024	\$	276.04			
							433695	2/13/2024	\$	61.05			
							434705	3/12/2024	\$	212.44			
						Phase Subtotal			\$	7,599.68		Phase Subtotal	\$ 9,900.32
												Phase Budget Returned*	\$ 9,900.32
												Phase Bdgct Remaining	\$ -
							429030	10/9/2023	\$	335.78			
							429759	11/2/2023	\$	119.38			
							431439	12/7/2023	\$	2,425.08			
							432673	1/8/2024	\$	365.48			
							434705	3/12/2024	\$	30.39			
							435841	4/10/2024	\$	552.35			
							436950	5/13/2024	\$	273.21			
							438966	6/18/2024	\$	101.97			
							442376	9/12/2024	\$	764.79			
		3	Brownfield Cleanup Planning	\$	5,000.00	Phase Subtotal			\$	4,968.43		Phase Subtotal	\$ 31.57
												Budget Returned	\$ 31.57
												Budget Remaining	\$ -
231768	15	2,3	Urban Exposure Initiative, 1116 Lake Street, Kalamazoo	\$	16,200.00	Invoice Total	429758	11/2/2023	\$	337.40			X
							431438	12/7/2023	\$	1,551.79			
							432672	1/8/2024	\$	1,072.13			
							433694	2/13/2024	\$	154.89			
							434704	3/12/2024	\$	493.89			
							435840	4/10/2024	\$	255.96			
							436949	5/13/2024	\$	1,402.35			
						Project Subtotal			\$	5,268.41		Project Subtotal	\$ 6,847.80
												Budget Returned	\$ 6,000.00
						Invoice Breakdown						Budget Returned	\$ 847.80
												Budget Remaining	\$ -
		2	Eligibility/HASP/SAP/HMI	\$	7,200.00		429758	11/2/2023	\$	337.40			
							431438	12/7/2023	\$	1,551.79			
							432672	1/8/2024	\$	1,072.13			
							433694	2/13/2024	\$	154.89			
						Phase Subtotal			\$	3,116.21		Phase Subtotal	\$ 4,083.79
												Phase Budget Returned*	\$ 4,083.79
												Phase Bdgct Remaining	\$ -
		3	Brownfield Plan Evaluation	\$	3,000.00		434704	3/12/2024	\$	493.89			
							435840	4/10/2024	\$	255.96			
							436949	5/13/2024	\$	1,402.35			
						Phase Subtotal			\$	2,152.20		Phase Subtotal	\$ 847.80
												Phase Budget Returned*	\$ 847.80
												Phase Bdgct Remaining	\$ -
		3	Brownfield Plan Preparation	\$	6,000.00								
						Phase Subtotal			\$	-		Phase Subtotal	\$ 6,000.00
												Budget Returned	\$ 6,000.00
												Budget Remaining	\$ -

4/24/2025
Page 5 of 6

4/24/2025
Page 5 of 6

4/24/2025
Page 6 of 6

KCBRA Fund 243 General Fund 2025 Expense Detail

1	Postage	
2	Jan-March	\$ 154.86
3	April-June	
4	July-Sept.	
5	Oct.-Dec.	
6	Total	\$ 154.86

7		
8	Printing	
9	Jan-March	
10	April-June	
11	July-Sept.	
12	Oct.-Dec.	
13	Total	\$ -

14		
15	Office Supplies	
16		
17	Total	\$ -

18		
19	Contractual	
20	Fishbeck 2/14/25	\$ 1,802.50
21	Fishbeck 3/3/25	\$ 63.75
22	Fishbeck 3/3/25	\$ 5,232.75
23	Total	\$ 7,099.00

24		
25	Contractual Op.	
26	Fishbeck 2/14/25	\$ 220.22
27	Fishbeck 3/3/25	\$ 78.33
28	Total	\$ 298.55

29		
30	Site Study	
31	Fishbeck 2/14/25 (KVHH)	\$ 285.25
32	Fishbeck 3/3/25 (KVHH)	\$ 2,323.25
	Total	\$ 2,608.50

	Contractual - Other	
	Varnum Invoice (Pavilion Inv. LL)	\$ 2,212.50
	Total	\$ 2,212.50

	Communication - Internal	
	Network Jan.-March	\$ 91.75
	Network April-June	
	Network July-Sept.	
	Network Oct.-Dec.	
	Total	\$ 91.75

	Communication	
	Total	\$ -

	Travel	
	Total	\$ -

	Marketing	
	Bluetree Webdesign	\$ 80.00
	Total	\$ 80.00

	Employee Training	
	EGLE Workshop 4/16/25	\$ 35.00
	Total	\$ 35.00

	Miscellaneous	
	Total	\$ -

	Indirect Cost alloc.	
	Total	\$ -

	Interest Expense	
	Total	\$ -

Total Expenses	\$ 37,477.68
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Salaries	
Salary R Q1	\$ 55.22
Salary M Q1	\$ 17,728.72
Fringe Q1	\$ 7,113.58
Salary R Q2	
Salary M Q2	
Fringe Q2	
Salary Q3 R	
Salary Q3 M	
Fringe Q3	
Salary Q4 R	
Salary Q4 M	
Fringe Q4	
Total	\$ 24,897.52

KCBRA Admin Account Balance \$689,695.90

Estimated KCBRA Fund amounts with Encumbrances & TIR Held for Reimbursements

Fund 243 General Fund \$4,801,744.82

Fund 242 LBRF \$4,828,781.50

MUNIS Actual MUNIS Actual

2024 MUNIS BRA TOTAL YEAR END				4,455,282.02		
ESTIMATED TOTAL FUND BALANCE AS OF 12/13/24				\$5,049,120.82		
2024 BRA Carry Forward Administrative Fund Balance				\$685,550.70		
Administrative Fund Balance as of 4/18/25				\$689,695.90		
BRA Fund 243 for 2025 (Formerly Fund 247)	Revenues	Expenses	Estimated Pending reimb.	REV-EXP		
County BRA (acct 24370300-)		37,477.68		-37,477.68	MUNIS Actual, Admin Expense (D6)	
Dividends	36,622.88			36,622.88		
Service Fees (application fee payments)	5,000.00					
3rd Party Reimbursements						
Midlink local TIR tax (acct 24370301-420.00)	219,127.29			219,127.29		
Midlink school TIR tax (acct 24370301-420.01)				0		
Midlink Admin chg						
General Mills local TIR (acct 24370304-420.00)	54,891.84			54,892		
General Mills school TIR (acct 24370304-420.01)				0		
General Mills Admin chg						
9008 Portage Road local TIR (acct 24370303-420.00)	763.33			763		
9008 Portage Road school TIR (acct 24370303-420.01)				0		
9008 Portage Road Admin Chg						
555 E. Eliza St. Local TIR (24370306-420.00)	15,879.30			15,879		
555 E. Eliza St. School TIR (24370306-420.01)	20,154.34			20,154		
555 E. Eliza St. Admin Chg						
232 LLC (24370307-420.00)				0		
232 LLC Admin. Chg						
Blackbird Billiards local TIR (24370308-420.00)	695.39			695		
Blackbird Billiards School TIR (24370308-420.01)	329.15			329.15		
Blackbird Billiards Admin Chg						
Kalamazoo West Prof Ctr Local TIR (24370310-010)	5,200.30			5,200.30		
Kalamazoo West Admin. Chg						
Metal Mechanics Local TIR (24370311-420.00)	2,333.31			2,333		
Metal Mechanics School TIR (24370311-420.01)				0		
Metal Mechanics Admin. Chg.						
Scanell/Project Spartan Local TIR (24370318-420.00)	112,391.78			112,392		
Scanell/Project Spartan School TIR (24370318-420.01)				0		
Scanell/Project Spartan Admin. Chg.						
Schupan Local (24370326-420.00)	23,789.30					
Schupan State (24370326-420.01)						
Schupan Admin. Chg						
Stadium Park Way Local (24370314-420.00)	64,408.80			64,409		
Stadium Park Way School (24370314-420.01)				0		
Stadium Park Way Admin Chg						
383 S. Pitcher St Local TIR (24370315-420.00)				0		
383 S. Pitcher School TIR (24370315-420.01)				0		
383 S. Pitcher Admin Chg						
Vicksburg Mill (24370316)						
Vicksburg Mill Admin. Chg						
Delta Marriott (24370317) Local TIR	61,110.24					
Delta Marriott School TIR						
Delta Marriott Admin. Chg						
2 and 10 Mills St. (Environmental Work)						
Graphic Packaging Local TIR (24370319-420.00)	1,199.98			1,200		
Graphic Packaging School TIR (24370319-420.01)	785.73			786		
Graphic Packaging Admin Chg						
IPUSA Local TIR (24370320-420.00)						
IPUSA State TIR (24370320-420.01)						
IPUSA Admin. Charge						
KALSEE Credit Union Local TIR (24370321-420.00)	6,633.52					
KALSEE Credit Union State TIR (24370321-420.01)						
KALSEE Credit Union Admin. Charge						
Landscape Forms, Inc.						
615 W. Kalamazoo Ave. (Environmental work)						
619 Porter St. (Environmental work)						
BRA ACTUAL TOTAL IN 2025 AS OF 4.18/25	631,316.48	37,477.68	-	593,839	593,839	5,049,121

2020-24 Pending remaining of approved Work Orders & Other Expenses						
General Fund						
WO#17 - Gen Env. Consulting, Ammend. #1			85		unused in 2017 unused in 2018	
WO#2018-1 - General Env. Consulting			20			
WO#19 - Checker Motors MDEQ SSA grant application			\$1179 + \$58 application			
WO# 2018-2 ET Annual Report Assistance			25		unused in 2018 unused in 2018	
WO# 2018-3 Website Assistance -Envirologic			42.5			
Web Hosting (annual expense)			0	Remaining amount in W.O.		
WO# 2019-1 General Environmental Consulting			1,516.25			
WO# 2019-3 General Env. Review 2018 Annual report			447.50		unused in 2019 unused in 2019 unused in 2020 unused in 2021 unused in 2022 unused in 2023 unused in 2024	
WO# 2020-1 General Environmental Review ET			7,273.75			
WO#2021-1 General Env. + Admin. Envirologic			16,393.75			
WO#2022-1 General Environmental + admin			11,722.50			
WO#2023-1 General Environmental + Admin			6,780.44			
WO #2024-1 General Environmental + Admin			2,354.96			
WO# 2025-1 General Environmental + Admin		13,602.45	amount remaining in w.o.		5,049,121	
WO# 2025-2 Habitat for Humanity		391.50	amount remaining in w.o.			
Fund 243 (247) Work Order TOTAL		13,993.95				
Local Brownfield Revolving Fund 242						
Dividends	225,617		Michigan CLASS \$4.6M		4,828,782	
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.			
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.			
WO# 2025-3 Rooney's Soul Food Wagon		25,000.00	Remaining amount in W.O.			
Fund 242 (643) Work Order Total		443,525.80				
total work orders & other expenses from both accounts				457,519.75		

Estimated totals for Projects w/ Pending Invoice Packets not yet submitted for Eligible Expenses to Developers (with required documentation):

Delta Marriott Invoices (estimated) 247,376.00

100 Island Ave., LLC (TBD)

Graphic Packaging (TBD)

ESTIMATED Total Remaining including TIR (w/remaining encumbrances TBD)

4,801,744.82

KCBRA Fund 242 Local Brownfield Revolving Fund
4/18/25

Local Brownfield Revolving Fund - Fund 242 (Previously Fund 643)	Revenues	Expenditures	REV-EXP	
LBRF From 2014	7,416.84		7,416.84	
Transferred from Brown 7/6/2015	5,659.48		5,659.48	
Transferred from Brown 12/31/2015	5,299.28		5,299.28	
Transferred from Brown 8/2/2016	6,479.70		6,479.70	
Transfer from Brown 12/15/16	6,314.00		6,314.00	
Transfer from Brown 7/27/17	6,984.90		6,984.90	
Transfer from Brown 1/18/18	6,478.34		6,478.34	
Transfer from Brown approved 5/24/18 - actual 8/16/18	8,607.43		8,607.43	
Transfer from Corner @ Drake Actual 8/16/18	29,537.26		29,537.26	
Transfer Corner @ Drake remaining 2018 8/2/19	32,737.66		32,737.66	
Transfer Corner @ Drake (- reimb MTT Costco) 8/2/19	158,072.02		158,072.02	
Transfer from Brown 8/2/19	11,262.63		11,262.63	
Transfer from Metal Mechanics 10/14/19	2,309.82		2,309.82	
Transfer from Metal Mechanics School 4/16/20	677.85		677.85	
Transfer from Corner @ Drake 7/15/20	211,427.30		211,427.30	
Envirologic WO#31 E. Frank and N. Pitcher St 11/23/20		2,966.13	-2,966.13	
Envirologic WO#2020-3 315 Frank St. Phase IIESA 12/1/20		4,516.58	-4,516.58	
Envirologic WO#2020-3 315 Frank St. Phase IIESA 12/31/20		7,901.92	-7,901.92	
Envirologic WO#2020-3 315 Frank St. Phase IIESA 1/28/21		235.00	-235.00	
Transfer from Corner @ Drake 7/22/21	243,109.06		243,109.06	
Transfer from 2747 S. 11th Street - Delta Marriott 9/27/21	2,100.00		2,100.00	
Transfer from Metal Mechanics 9/27/21	632.18		632.18	
Transfer from RAI Jets 10/28/21	11,148.99		11,148.99	
Envirologic WO#2021-2 3800 Wynn Road Phase II ESA		11,504.87	-11,504.87	
Envirologic WO#2021-2 3800 Wynn Road Phase II ESA		308.51	-308.51	
Envirologic WO#2021-2 3800 Wynn Road Phase II ESA		1,102.50	-1,102.50	
Envirologic WO#2021-2 3800 Wynn Road Phase II ESA		897.00	-897.00	
Envirologic WO#2021-2 3800 Wynn Road Phase II ESA		130.00	-130.00	
Transfer from Midlink 2/24/22	394,228.36		394,228.36	
Tansfer from General Mills 2/24/22	310,467.33		310,467.33	
Transfer from RAI Jets 4/29/22	13,871.91		13,871.91	
Transfer from Corner @ Drake 4/29/22	217,535.53		217,535.53	
Transfer from Metal Mechanics 6/23/22	2,332.92		2,332.92	
Envirologic WO#2021-2 3800 Wynn Road BEA Due Care		225.00	-225.00	
Transfer from Scannell 9/22/22	9,245.50		9,245.50	
Transfer from General Mills 11/17/22	48,943.82		48,943.82	
440 NC, LLC invoice packet 5/25/23		15,000.00	-15,000.00	
Transfer from 9008 Portage Road 8/24/23	458.41		458.41	
Transfer from RAI Jets pending 8/24/23	9,033.35		9,033.35	
Trasfer from Stadium Park Way 8/24/23	57,124.21		57,124.21	
Transfer from Stryker (2 payments) 10/26/23	2,254,385.84		2,254,385.84	
Transfer from Midlink Business Park 10/26/23	776,830.38		776,830.38	
Fishbeck WO#2023-3 436 W. Willard Street 2/22/24		13,707.93	-13,707.93	
Fishbeck WO#2023-2 YWCA 3/13/24		87,897.02	-87,897.02	
Fishbeck WO #2023-2 YWCA 4/10/24		1,384.65	-1,384.65	
Fishbeck WO# 2023-3 436 W. Willard Street 4/10/24		10,292.01	-10,292.01	
Dividends from Michigan CLASS investment \$4.6 M 4/30/24	10,865.65		10,865.65	
Dividends from Michigan CLASS investment \$4.6 M 5/31/24	21,086.11		21,086.11	
Dividends from Michigan CLASS investment \$4.6 M 6/30/24	20,503.72		20,503.72	
Fishbeck WO #2023-2 YWCA 7/9/24		537.50	-537.50	
Dividends from Michigan CLASS investment \$4.6 M 7/31/24	21,345.92		21,345.92	
Transfer from KALSEE Credit Union 8/22/24	2,036.46		2,036.46	
Transfer from Stryker 8/22/24	245,614.16		245,614.16	
Dividends from Michigan CLASS investment \$4.6 M 8/31/24	21,303.34		21,303.34	
Transfer from 9008 Portage Road 9/26/23	2,834.64		2,834.64	
Dividends from Michigan CLASS investment \$4.6 M 9/30/24	20,186.23		20,186.23	
Fishbeck WO #2023-2 YWCA 10/10/24		437.55	-437.55	
Dividends from Michigan CLASS investment \$4.6 M 10/31/24	19,822.86		19,822.86	
Transfer from Scannell 11/21/24	119,331.26		119,331.26	
Dividends from Michigan CLASS investment \$4.6 M 11/30/24	18,767.70		18,767.70	
Fishbeck WO #2023-2 YWCA 12/2/24		115.00	-115.00	
Dividends from Michigan CLASS investment \$4.6 M 12/31/24	18,908.38		18,908.38	
Dividends from Michigan CLASS investment \$4.6 M 1/31/25	18,315.73		18,315.73	
Fishbeck WO #2023-2 YWCA 2/10/25		4,534.50	-4,534.50	
Dividends from Michigan CLASS investment \$4.6 M 2/28/25	16,452.37			
Fishbeck WO #2023-2 YWCA 3/3/24		10,144.55	-10,144.55	
Dividends from Michigan CLASS investment \$4.6 M 3/31/25	18,058.69			
Subtotals	5,446,145.52	173,838.22	5,272,307.30	
				Fund 242 TOTAL to date \$ 5,272,307.30
Estimated amount less encumbrances	4,828,781.50	<i>See Expense Detail 2025 for outstanding workorders</i>		
Dividends 2025 Year to Date	52,826.79			
Total Dividend Deposits to Date	225,616.70			



MEMORANDUM

TO: Kalamazoo County Brownfield Redevelopment Authority (KCBRA)

FROM: Macy Walters, Brownfield Redevelopment Administrator

DATE: March 27, 2025

SUBJECT: 2025 Board Retreat Meeting Notes

A board member retreat for the Kalamazoo County Brownfield Redevelopment Authority (KCBRA) was publicly noticed and held on February 13, 2025, from 1:00 p.m. to 5:00 p.m. in room 207-A at the Kalamazoo County Administration Building. The following memorandum is provided as meeting notes in the form of post-retreat memorandum, no action was taken at the retreat. **Chair Peregon called the meeting to order at 1:09 p.m.**

Recap of 2023 KCBRA Board Retreat & Pre-retreat Survey Summary: the 2023 KCBRA board retreat outcomes included updates to the LBRF Policy, an update to LBRF projections, and a discussion of LBRF investment opportunities. At the 2025 retreat, members were presented with the results of the pre-retreat survey which included various questions based around economic development as it relates to MI Public Act 381, the results of the survey guided the retreat discussion. There was consensus that the KCBRA's role as an authority is to assist in the recovery of the tax base by aiding in the revitalization of communities through incentivizing development.

Project Prioritization & County Economic Strategic Goal Consideration: Members discussed previous EPA assessments grants and how the eligible grant activities shaped their past project prioritization. Members acknowledged the shared sense with Kalamazoo County Government for an effort to grow the economy, revitalize blighted areas, and create jobs. Members expressed interested in considering priority areas and property types. Historically the KCBRA has supported commercial and industrial projects, and the new Act 381 housing legislation will allow for residential projects. Members discussed the benefits of case-by-case project prioritization and site inventory county-wide.

LBRF Funding Discussion: The retreat presentation highlighted estimated revenue contributions into the LBRF based on active brownfield plans administered by the KCBRA. Data from LBRF capture was inclusive of the total amount of tax increment revenue captured (county, state, and local millages) from areas county-wide and provided a brief overview of project areas to date. There was discussion about county-wide outreach and how the KCBRA could strategize participation in future development projects. Discussion ensued regarding the current LBRF policy and developing a framework for considering requests for predevelopment funding and grant/loan programs for emerging developers.

Predevelopment Funding and Emerging Developer Program: Discussion led to the conclusion that members would like to establish a fund out of the LBRF to reserve for eligible activities as they relate to predevelopment funding and funding emerging developer grants/loans. Discussion ensued regarding the MEDC's definition of an emerging developer, and the limitations emerging developers have regarding funding for predevelopment activities. There was discussion on developing a framework for board agenda requests through the consent agenda, for projects that can provide a materials list for their request. The KCBRA considers each application and request on a case-by-case basis.

Retreat Conclusion: The retreat concluded with the consensus that there was no clear project type or project area identified and members would like to conduct outreach activities to understand community development goals county-wide. The KCBRA would also like to develop a framework for establishing an emerging developer program and predevelopment fund from the LBRF, and the funding amount allocated annually may vary based on account balance and projected annual interest and dividend deposits. It is estimated in the first year the KCBRA would consider \$500,000.00 from the LBRF reserved for eligible requests related to emerging developer grant/loans and predevelopment funding.

Present: Christopher Carew, Chad Goodwill, Kyle Gulau, Jared Lutz, Jodi Milks, Kenneth Peregon, and Andrew Wenzel. Commissioner Morales was excused, there is one vacancy.

Staff: Macy Rose Walters, Brownfield Redevelopment Administrator & Rachael Grover, Planning Director

Consultant(s): Jeff Hawkins & Logan Mulholland, Fishbeck

Recording Secretary: Macy Rose Walters, Brownfield Redevelopment Administrator

Community: 0

The meeting adjourned at 4:46 p.m.

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Macy Rose Walters, Brownfield Redevelopment Administrator www.kalcountybrownfield.com/meetings/

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