
KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

MEETING DATE: Thursday, May 22, 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 April 24, 2025
 5. Public Comments (*4 minutes each*)
 6. Consent Agenda
 - a. **From General Fund:**
 - i. **\$2,550.00** - Varnum Invoice 1374594 (Pavilion Investors, LLC BFP)
 - ii. **\$153.50** – Staff Reimbursement for MEDA Emerging Leaders Training 5/8/25
 - iii. **\$97.20** – Staff Reimbursement for EGLE Stakeholders Workshop 4/16/25
 - b. **Project Business:**
 - i. **Developer Reimbursements for 2024 Tax Increment Revenue**
 1. **\$4,246.08** – 9008 Portage Road 4th TIF Payment (Local)
 2. **\$6,891.21** – 232 LLC 6th TIF Payment (Local)
 3. **\$23,466.28** – 383 S. Pitcher Street 7th (\$8,940.90 State & \$14,525.38 Local)
 4. **\$11,906.53** – KALSEE Credit Union 2nd TIF Payment (Local)
 - ii. **Transfers into LBRF**
 1. **\$7,426.54** – KALSEE 2024 State TIR
 - iii. **Return of Tax Increment Revenue to Taxing Jurisdictions**
 1. **\$3,362.05** – KALSEE 2024 State TIR (\$2,516.03 school operating & \$846.02 State Education Tax)
 - c. **From EPA Grant Fund:**
 - i. **\$793.26** – Fishbeck Invoice 451035 (WO#18 J. Smith Ent.)
 - d. **From LBRF Fund:**
 - i. **\$4,633.16** – Fishbeck Invoice 451050 (W.O. 2025-3 RSFW)
 7. Discussion and/or Action Calendar
 - a. **Action:** Flowers Automotive Recycling
-

- i. Part I & Part II Applications
- ii. Fishbeck Work Order 2025-4 Flowers Automotive

b. **Discussion:** Fishbeck

- i. General Environmental Memo & Billing Summary
- ii. EPA Grant Memo & Billing Summary
- iii. **\$2,477.50** – Fishbeck Invoice 451038 (W.O. 2025-2 KVHH; \$391.50 from Site Study & \$2,086 from LBRF)

c. **Action:** Developer Invoice Packets for Eligible Expenses in Brownfield Plans

- 1. IPUSA Invoice Packet #2 total \$2,008,423.90

d. **Action:** KCBRA Fund 242 & 243 Fiscal Year 2026 Budget Proposal

- i. KCBRA Application Fee Amount (Finance Deadline 7/7/25)

8. Financial Reports

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

9. Staff Report/Updates

- a. BRA Staff attended MEDA 2025 Emerging Leaders Spring Training 5/8/25
- b. 2025 National Brownfield Conference in Chicago, IL August 4th-8th
- c. Lana Escamilla appointed to KCBRA/EDC Board on 5/20/25
- d. KCBRA Website Updates and New Project Profiles Added

10. Other

11. Board Member Comments

12. Adjournment

Next Regular Meeting: Thursday, June 26, 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, April 24, 2025
PLACE OF MEETING: 201 W. Kalamazoo Ave. Kalamazoo, MI 49007 Room 207-A
TIME: 3:00 pm

DRAFT - MINUTES

Present: Christopher Carew, Chad Goodwill, Kenneth Peregon, Jared Lutz, Jodi Milks, and Andrew Wenzel

Members Excused: Kyle Gulau and Commissioner Monteze Morales

Vacancies: none

Kalamazoo Township: Craig Sherwood, Township Trustee

Oshtemo Township: none

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

Consultant: Therese Searles, Fishbeck

Recording Secretary: Macy Rose Walters

County Commissioners: none

Community: 0

1. Call to Order: **Chair Peregon called the meeting to order at 3:06 p.m.**
2. Roll Call and Members Excused: **Kyle Gulau and Monteze Morales were excused. Six voting members of eight board of directors were present, there is one vacancy.**
3. Approval of the Agenda:

Chair Peregon requested Item 7biii and Item 7c be added to the agenda with Item 7c to be discussed immediately following Item 7a.

Director Wenzel moved to approve Item 3 as amended, and Director Milks seconded. A Roll Call Vote was taken, the motion carried with five (5) Yes and zero (0) No, and zero (0) Abstentions.

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

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

5. Public Comments (4 minutes each) **none**
 6. Consent Agenda
 - a. **From General Fund:**
 - i. **\$24,897.52 - FY25Q1 Reimbursement to Planning Department**
-

- ii. **\$2,212.50** - Varnum 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)

Director Carew moved to approve Item 6 as presented, Director Milks seconded. None opposed, motion carried.

7. Discussion and/or Action Calendar

- a. **Action:** Bogan Developments “the B on Burdick” Part I & Part II Project Applications
Discussion ensued about the project scope and plans for a future City of Kalamazoo Brownfield Redevelopment Authority brownfield plan on the property. The applicant requests reimbursement for assessment activities, in the form of a loan at 1.5%, for up to \$66,600.00, and the KCBRA to be reimbursed first ahead of the Developer within the brownfield plan.

Director Carew moved to approve item 7a, with the understanding that a Loan Repayment Agreement would be executed with full details of the loan structure to be negotiated within the agreement, and for the application fee to be waived. Director Goodwill seconded. A Roll Call Vote was taken. Four (4) Yes and zero (0) No, with Director Lutz Abstaining from discussion and voting.

- b. **Discussion:** Fishbeck
 - i. General Environmental Memo & Billing Summary
 - ii. EPA Grant Memo & Billing Summary
 - iii. Fishbeck W.O. 2025-3 Amendment No. 1 (Rooney’s Soul Food Wagon)

Discussion ensued over updates from the Developer on the rezoning and the Phase I findings. Due to the Phase I findings, it was recommended to move forward with the Phase II for ground penetrating radar to show whether historic underground storage tanks are still located on the property.

Director Milks moved to approve Item 7biii as presented, Director Wenzel seconded. None opposed, motion carried.

c. **Action:** West Main 1, LLC Part I and Part II Project Applications

Discussion ensued regarding the timeline of the project and the unknowns of Oshtemo Township's final brownfield plan policy implementation. This is a housing TIF Plan with for-sale condo units, multi-family rental units, and retail space, with a proposed 20-year affordability period.

Director Goodwill moved to approve Item 7c as presented, contingent upon the receipt of the application fee, Director Milks seconded. A Roll Call Vote was taken, the motion carried with five (5) Yes, zero (0) No, and one (1) abstention, with Director Lutz abstaining from discussion and voting.

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

Director Lutz moved to approve Item 8bi as presented, Director Milks seconded. None opposed, motion carried.

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 **Director Wenzel moved to adjourn at 4:57 p.m. Director Carew seconded, none opposed, motion carried.**

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

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

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DRAFT

VARNUM

BRIDGEWATER PLACE | POST OFFICE BOX 352

GRAND RAPIDS, MICHIGAN 49501-0352

EIN 38-1294924 | TELEPHONE 616 / 336-6000 | FAX 616 / 336-7000

FRED SCHUBKEGEL

FLSCHUBKEGEL@VARNUMLAW.COM

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: 1374594
Invoice Date: April 25, 2025

LEGAL SERVICES RENDERED

<u>Date</u>	<u>Hours</u>	<u>Description/Services Rendered By</u>	<u>Amount</u>
03/21/25	1.00	Initial review and revisions to Pavilion Investors Development Agreement. Elliott M. Berlin	375.00
03/24/25	3.60	Additional review and revisions to Pavilion Investors Development Agreement and multiple correspondences re the same. Elliott M. Berlin	1,350.00
03/26/25	0.40	Review Pavilion Investors Community Benefits Agreement and correspondence re the same. Elliott M. Berlin	150.00
03/27/25	1.80	Prepare for and attend Brownfield Redevelopment Authority meeting re Pavilion Investors Development Agreement. Elliott M. Berlin	675.00

TOTAL LEGAL SERVICES \$ 2,550.00

TOTAL THIS INVOICE \$ 2,550.00
Previous Balance as of 04/25/25 \$ 2,212.50

TOTAL PAYMENT DUE \$ 4,762.50

<u>Time Summary</u>	<u>Avg. Rate</u>	<u>Hours</u>	<u>Amount</u>
Elliott M. Berlin	375.00	6.80	\$2,550.00
TOTALS		6.80	\$2,550.00



2025 Emerging Leaders Spring Training

May 8, 2025 8:00 AM - 1:00 PM (EDT.((GMT-05:00) Eastern Time))

Description

MEDAWeb.org Events Calendar



See More ...



Congratulations! Your registration is complete!

Attendees

Thank you for registering for MEDA's Emerging Leaders Spring Training.

***** New MEDA Event Pre-Payment Policy ***** MEDA has implemented a pay-before-attending policy.

1. You will receive an invoice via email upon registration or you can access it via your Info Hub account (see below). You are responsible for making sure it is submitted for payment.
2. Those registering (1) week before the conference must pay upon registration.
3. If we have not received proof of payment the day of the conference, you will need to provide onsite payment at the registration desk via check or credit card.

To pay for your registration, you can confirm your registration status, download your invoice, pay your invoice, etc., via your Info Hub account (see below).

MEDA prefers check or ACH payments to reduce credit card fees. However, we understand that paying by credit card is easy, so feel free to pay online using the link in your invoice or via your Info Hub account.

All MEDA customers can open an Info Hub account. (MEDA members will have access to more resources, a membership directory, and more.)

Don't Have an Info Hub Account? To start one,

1. Visit <https://members.medaweb.org/MIC/Login> (<https://members.medaweb.org/MIC/Login>)
2. Click "Create One"
3. Enter your name and email and the system will recognize your current membership status
4. You will receive an email to confirm so you can finish the setup process

You will also receive a Know Before You Go three to four business days before the conference.

Questions? Contact Cassandra at cjorae@medaweb.org (<mailto:cjorae@medaweb.org>).

Attendee Name	Registration Type	Status	Total
Macy Walters	Future Member	Registered	\$80.00



Receipt #6183

5/1/2025

Bill To Macy Walters

Quantity	Description	Unit Price	Total
1	Macy Walters - 2025 Emerging Leaders Spring Training - 2025 Emerging Leaders - NonMember	\$80.00	\$80.00
SUBTOTAL			\$80.00
SALES TAX			\$0.00
SHIPPING & HANDLING			\$0.00
TOTAL			\$80.00
5/1/2025 - Payment: Credit card			\$80.00
TOTAL DUE BY 5/1/2025			\$0.00



7)

Attach completed and signed form to your Munis Invoice Entry TCM. Direct questions regarding this form to accountspayable@kalcounty.com.

[illegible]

Total Mileage:	105.0	0.0
Travel Account #: 24370300-86001	\$ 73.50	
Training Account #:		\$ 0.00
Total Due:	\$ 73.50	

Date _____

Date



Payment Results

EGLE Events

Please note the business name that will post to your credit card billing statement is "State EGLE Events."

-Please retain a copy of this page for your records.

Thank You	Printable Receipt
Merchant: State EGLE Events	
Merchant City/State: 517-881-7808, MI	
Merchant Location Code: 00001	
Payment Status: Payment Success	
Payment Date: 04/07/2025	
Confirmation Number: 25040712876806	
Billing Address: Macy Walters	
 E-Mail Address:	
Total Amount: 30.00 USD	
Card Type: DISC	
Account #: x3310	
Authorization Code: 00728Q	
Reference: 2025 Brownfield Stakeholder Workshop, Macy Rose Walters,,,,	
Exit	

[DEQ Workshops Payment Home Page](#)

Kalamazoo County Brownfield Redevelopment Authority Reimbursement Analysis Review

Disaster Restoration Inc - 9008 Portage Rd, Portage, MI 49002

May 22, 2025

M	K	O	O	u
-	<i>Estimate</i>	<i>Invoiced</i>		
Phase I	\$ 2,300.00	\$ 6,209.06	\$ -	\$ 6,209.06
Phase II	\$ -	\$ 330.44	\$ -	\$ 330.44
BEA/Due Care Plan	\$ 2,700.00	Invoiced together - \$ 351.25	\$ -	\$ 351.25
Brownfield Plan	\$ 2,500.00	\$9816.63	\$ 1,428.75	\$ 1,428.75
Act 381 Work Plan	\$ 2,500.00		\$ 1,497.13	\$ 1,497.13
Act 381 Work Plan - 12/10/14			\$ 210.00	\$ 210.00
			\$ 263.75	\$ 263.75
Documentation of Due Care 12/17/15		\$ 45.13	\$ 3,139.87	\$ 3,185.00
Administrative			\$ -	\$ -
2013 BRA Operating Expenses		\$ -	\$ 3,132.12	\$ 3,132.12
2014 BRA Operating Expenses			\$ 162.61	\$ 162.61
2015 BRA Admin. Expenses			\$ 141.85	\$ 141.85
2016 BRA Admin. Expenses			\$ 87.06	\$ 87.06
2017 BRA Admin Expenses	5/24/2018		\$ 97.77	\$ 97.77
2018 BRA Admin Expenses	3/28/2019		\$ 122.70	\$ 122.70
2019 BRA Admin. Expenses	2/27/2020		\$ 77.34	\$ 77.34
2020 BRA Admin. Expenses	2/26/2021		\$ 68.22	\$ 68.22
2021 BRA Admin. Expenses	12/31/2021		\$ 127.77	\$ 127.77
2022 BRA Admin. Expenses	12/31/2022		\$ 167.87	\$ 167.87
2023 BRA Admin Expenses	12/31/2023		\$ 252.79	\$ 252.79
2024 BRA Admin Expenses	12/31/2024		\$ 393.91	\$ 393.91
Subtotal KCBRA		\$ 9,816.63	\$ 6,935.88	\$ 11,371.51
h	<i>Approved</i>	<i>Distributed</i>		
KCBRA		Sept 2014	\$ 617.89	\$ 601.54
KCBRA		12/31/2015	\$ -	\$ 81.67
KCBRA		12/31/2015	\$ 505.09	\$ 597.94
KCBRA		12/15/2016	\$ 501.52	\$ 67.54
KCBRA		12/15/2016	\$ -	\$ 612.15
KCBRA		12/22/2017	\$ 570.58	\$ 760.54
KCBRA		2018	\$ 601.00	\$ 846.00
KCBRA		2019	\$ 860.24	\$ 1,231.65
KCBRA		2020	\$ 1,269.73	\$ 2,488.29
KCBRA		4/28/22	\$ 2,009.83	\$ 3,269.62
KCBRA		3/23/2023	\$ -	\$ 167.87
KCBRA		3/28/2024	\$ -	\$ 252.79
KCBRA		12/31/24	\$ -	\$ 393.91
Subtotal KCBRA			\$ 6,935.88	\$ 11,371.51
Remaining Balances after Payments				
Subtotal KCBRA			-	-
State Brownfield Fund				
State of Michigan Payment (2015 SET)	10/23/2016	\$ 72.00	\$ -	\$ 72.00
State of Michigan Payment (2016 SET)	10/3/2017	\$ 71.50	\$ -	\$ 71.50
State of Michigan Payment (2017 SET)	12/3/2018		\$ -	\$ -
State of Michigan Payment (2018 SET 3 mils)			\$ -	\$ -
State of Michigan Payment (2019 SET 3 mils)		\$ -	\$ -	\$ -
State of Michigan Payment (2020 SET 3 mils)	12/31/2021	\$ -	\$ -	\$ -
State of Michigan Payment (2021 SET 3 mils)	12/31/2022	\$ -	\$ -	\$ -
State of Michigan Payment (2022 SET 3 mils)	12/31/2023	\$ -	\$ -	\$ -
State of Michigan Payment (2023 SET 3 mils)	12/31/2024	\$ 435.00	\$ -	\$ -
State of Michigan Payment (2024 SET 3 mils)	pending	\$ 435.00	\$ -	\$ -
Total		\$ 2,343.50	\$ -	\$ 2,321.50
Developer	<i>Estimated</i>	<i>Invoiced</i>	O	O
-				u
Eligible Developer Expense				
BEA activities	5000	\$ 2,800.00	\$ 37,450.00	\$ 40,250.00
Due Care Activities	15000	Invoiced together	\$ -	\$ -
Non Environmental Activities	20000	= 41,939.12	\$ -	\$ -
Act 381 Work Plan	2500	\$ -	\$ -	\$ -
Total		\$ -	\$ -	\$ -
Subtotal Developer		\$ 2,800.00	\$ 37,450.00	\$ 40,250.00
Non-Interest Payments	<i>Approved</i>	<i>Distributed</i>	<i>State</i>	<i>Local</i>
1st TIF reimbursement	4/28/22	\$ 579.61	\$ 918.19	\$ 1,497.80
2nd TIF reimbursement	8/24/23	\$ 2,220.39	\$ 4,006.75	\$ 6,227.14
3rd TIF reimbursement	8/22/24	\$ -	\$ 4,246.08	\$ 4,246.08
4th TIF reimbursement	pending 5/22/25	\$ -	\$ 4,246.08	\$ 4,246.08
Subtotal Developer		\$ 2,800.00	\$ 9,171.02	\$ 16,217.10
*Amount eligible by BF plan \$40,250.00				
Developer Remaining Balances after Payments				
Subtotal Developer		\$ -	\$ 28,278.98	\$ 28,278.98
Total Remaining Balances of all Entities		\$ -	\$ 28,278.98	\$ 28,278.98

Kalamazoo County Brownfield Redevelopment Authority Reimbursement Analysis Review

232 LLC - 232 W. Michigan Ave., Kalamazoo

May 22, 2025

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	Estimate	Invoiced			
Administrative					
			\$		-
2015 BRA Admin. Expenses			\$	39.58	\$ 39.58
2016 BRA Admin. Expenses			\$	292.96	\$ 292.96
2017 BRA Admin. Expenses			\$	290.22	\$ 290.22
2018 BRA Admin. Expenses			\$	353.08	\$ 353.08
2019 BRA Admin. Expenses	approved 2/28/2020		\$	156.52	\$ 156.52
2020 BRA Admin. Expenses	approved 2/25/2021		\$	138.47	\$ 138.47
2021 BRA Admin. Expenses	approved 2/24/2022		\$	82.67	\$ 82.67
2022 BRA Admin. Expenses	approved 3/23/2023		\$	122.34	\$ 122.34
2023 BRA Admin. Expenses	approved 3/28/2024		\$	190.96	\$ 190.96
2024 BRA Admin. Expenses	approved 3/27/2025		\$	360.33	\$ 360.33
Subtotal KCBRA	\$ -	\$ -	\$	2,027.13	\$ 2,027.13
h					
		Distributed			
From 2017 TIF		2018	\$	-	\$ 622.76
From 2018 TIF		12/31/2018			\$ 353.08
From 2019		2/28/2019			\$ 156.52
From 2020		12/31/2020			\$ 138.47
From 2021		12/31/2021			\$ 82.67
From 2022		12/31/2022			\$ 122.34
From 2023		12/31/2023			\$ 190.96
From 2024		12/31/2024			\$ 360.33
Subtotal KCBRA			\$	-	\$ 2,027.13
Remaining Balances after Payments					
Subtotal KCBRA					-
)					
		Approved			
Interest Eligible Developer Expense					
Phase I ESA			\$		-
Demolition Permits			\$		-
Asbestos Survey			\$	120.00	\$ 120.00
Asbestos Abatement			\$	1,000.00	\$ 1,000.00
Demolition			\$	76,312.50	\$ 76,312.50
Disposal			\$	1,713.76	\$ 1,713.76
Brownfield Plan			\$	5,000.00	\$ 5,000.00
BRA Application			\$	2,500.00	\$ 2,500.00
Total			\$	86,646.26	\$ 86,646.26
					\$ -
Subtotal Developer					\$ 86,646.26
Payments to Developer)					
		Disbursed			
Approved 8/22/2019		9/12/2019	\$	7,819.97	\$ 7,819.97
Approved 5/28/2020		6/4/2020	\$	4,330.26	\$ 4,330.26
Approved 4/22/2021		5/26/2021	\$	4,590.00	\$ 4,590.00
Approved 4/28/2022		5/9/2022	\$	4,758.43	\$ 4,758.43
Approved 6/22/2023		7/11/2023	\$	5,137.46	\$ 5,137.46
Approved 6/27/2024		7/17/2024	\$	5,595.01	\$ 5,595.01
pending 5/22/25	pending		\$	6,891.21	\$ 6,891.21
Subtotal Payments to Developer					\$ 39,122.34
Subtotal Remaining to Developer					\$ 47,523.92
Total Remaining Balances of all Entities				\$	47,523.92

Kalamazoo County Brownfield Redevelopment Authority Reimbursement Analysis Review

383 S. Pitcher Street Redevelopment

May 22, 2025

M ^u k ^o			o	O	u
	Estimate	Invoiced/Approved			
Administrative					
2018 Administrative			\$	-	\$ -
2019 Administrative		2/28/2020 approved	\$	698.74	\$ 698.74
2020 Administrative		2/25/2021 approved	\$	536.61	\$ 536.61
2021 Administrative		2/7/2022 approved	\$	420.88	\$ 420.88
2022 Administrative		3/23/2023 approved	\$	520.38	\$ 520.38
2023 Administrative		3/28/2024 approved	\$	800.11	\$ 800.11
2024 Administrative		3/27/2025 approved	\$	1,272.38	\$ 1,272.38
Subtotal KCBRA	\$ -	\$ -	\$ -	\$ 4,249.10	\$ 4,249.10
h					
	Approved	Distributed			
KCBRA	2/28/20	2/28/2020	\$	698.74	\$ 698.74
KCBRA	2/22/21	12/31/2020	\$	536.61	\$ 536.61
KCBRA	2/7/22	12/31/2021	\$	420.88	\$ 420.88
KCBRA	3/23/23	12/31/2022	\$	520.38	\$ 520.38
KCBRA	3/28/24	12/31/2023	\$	800.11	\$ 800.11
KCBRA	3/27/25	12/31/24	\$	1,272.38	\$ 1,272.38
Subtotal KCBRA			\$ -	\$ 4,249.10	\$ 4,249.10
Remaining Balances after Payments					
Subtotal KCBRA			\$ -	-	-
State Brownfield Fund					
	Distributed	State	local	Total	
State of Michigan Payment(2019 1/2 of SET)	11/17/2020	\$ 916.50		\$ 916.50	
State of Michigan (2020 1/2 of SET)	12/31/2021	\$ 1,041.00		\$ 1,041.00	
State of Michigan (2021 1/2 SET)	12/31/2022	\$ 1,058.00		\$ 1,058.00	
State of Michigan (2022 1/2 SET)	12/31/2023	\$ 1,122.00		\$ 1,122.00	
State of Michigan (2023 1/2 SET)	12/31/2024	\$ 1,207.00		\$ 1,207.00	
<i>State of Michigan (2024 1/2 SET)</i>	<i>pending</i>	<i>\$ 1,297.00</i>		<i>\$ 1,297.00</i>	
Total				\$	
)					
	WP Approved	BRA	o	O	u
	Estimate	Approved			
Eligible Developer Expense					
Site Assessment and BEA	\$ 16,741.00	\$ 16,741.00	\$ 6,927.43	\$ 9,813.57	\$ 16,741.00
Combined BF Plan and 381 WP	\$ 6,500.00	\$ 6,500.00	\$ 2,689.70	\$ 3,810.30	\$ 6,500.00
Due Care	\$ 85,700.00	\$ 27,968.13	\$ 11,573.21	\$ 16,394.92	\$ 27,968.13
Demolition	\$ 92,300.00	\$ 130,109.64	\$ 43,922.80	\$ 86,186.84	\$ 130,109.64
Asbestos Abatement	\$ 10,680.00	\$ 7,187.62	\$ 2,974.24	\$ 4,213.38	\$ 7,187.62
Site Prep	\$ 9,500.00	\$ 61,666.61	\$ 4,520.77	\$ 57,145.85	\$ 61,666.61
15% contingency	\$ 28,752.00				
Total	\$ 250,173.00	\$ 250,173.00	\$ 72,608.14	\$ 177,564.86	\$ 250,173.00
Subtotal Developer			\$ 72,608.14	\$ 177,564.86	\$ 250,173.00
Non-Interest Payments					
	Approved	Distributed			
5/28/2020	5/28/2020	6/22/2020		\$9,761.87	\$9,761.87
7/23/2020	7/23/2020	7/31/2020	\$ 6,375.40		\$6,375.40
4/22/2021	4/22/2021	5/26/2021	\$ 7,171.07	\$ 11,877.31	\$19,048.38
4/28/2022	4/28/2022	5/9/2022	\$ 7,296.45	\$ 12,429.24	\$19,725.69
6/22/2023	6/22/2023	7/7/2023	\$ 7,732.71	\$ 13,123.61	\$20,856.32
6/27/2024	6/27/2024	7/9/2024	\$ 8,317.73	\$ 13,918.09	\$22,235.82
<i>5/22/2025</i>	<i>pending</i>		<i>\$ 8,940.90</i>	<i>\$ 14,525.38</i>	<i>\$23,466.28</i>
Subtotal Developer Payments			\$ 45,834.26	\$75,635.50	\$ 121,469.76
Interest (3%)					
1st interest from 11/21/2019 on \$243,673 allowed principal			\$2,693.45	\$3,815.62	\$6,509.07
2nd interest 2020 on \$227,535.73 principal remaining			\$1,906.29	\$4,919.78	\$6,826.07
3rd interest 2021 on \$208,487.35 principal remaining			\$2,588.16	\$3,666.46	\$6,254.62
4th interest on 2022 on \$188,761.66 principal remaining			\$3,433.87	\$2,423.98	\$5,857.85
5th interest on 2023 on \$167,905.34			\$2,084.38	\$2,952.78	\$5,037.16
6th interest on 2024 on \$144,439.07			\$1,793.07	\$2,540.10	\$4,333.17
Interest Total			\$14,499.22	\$20,318.72	\$34,817.94
Developer Remaining Balances after Payments (incl. interest)					
Subtotal Remaining to Developer			\$41,273.11	\$122,248.08	\$163,521.19
Total Remaining Balances of all Entities			\$ 41,273.11	\$ 122,248.08	\$163,521.19

Kalamazoo County Brownfield Redevelopment Authority Reimbursement Analysis Review

KALSEE Credit Union Comstock, MI

May 22, 2025

M ^o K ^o			o	O	u
-		approved			
<u>Plan Related Expenses</u>					
Legal Fees				\$ 1,147.00	\$ 1,147.00
Administrative					
2023 BRA Admin Expenses	12/31/2023			\$ 902.22	902.22
2024 BRA Admin Expenses	12/31/2024			\$ 1,245.89	1,245.89
Subtotal KCBRA	\$ -		\$ -	\$ 3,295.11	\$ 3,295.11
h					
	Approved	Distributed			
KCBRA '23 Admin and PR Expenses	3/23/24	12/31/23	\$ -	\$ 2,049.22	\$ 2,049.22
KCBRA '24 Admin	3/27/25	12/31/24		\$ 1,245.89	\$ 1,245.89
Subtotal KCBRA			\$ -	\$ 3,295.11	\$ 3,295.11
Remaining Balances after Payments					
Subtotal KCBRA			\$ -	\$ -	\$ -

State Brownfield Fund Payment			o	O	u
50% SET 2023	12/31/2024		\$ 1,655.00		\$ 1,655.00
50% SET 2024	pending		\$ 1,553.00		\$ 1,553.00
Total			\$ 3,208.00	\$ -	\$ 3,208.00

)			o	O	u
-					
Eligible Developer Expense					
Due Care Activities:					
Phase I & Phase II ESA			\$2,595.00		\$2,595.00
Baseline Environmental Assessment			\$3,468.00		\$3,468.00
Hazardous Materials Inspection			\$3,400.00		\$3,400.00
Environmental Response Activities:					
Soil Disposal				\$193,393	\$193,393.00
Fill				\$55,788	\$55,788.00
Underground Storage Tank Removal				\$5,471	\$5,471.00
Soft Costs				\$26,940	\$26,940.00
Brownfield Plan: development of plan				\$17,000	\$17,000.00
Subtotal for invoice packet #1			\$	\$	\$
Subtotal Developer			\$ 9,463.00	\$ 298,592.00	\$ 308,055.00
Non-Interest Payments					
	Approved	Distributed			
1st TIF Payment of 2023 TIR	8/22/24		\$ 9,463.00	\$ 12,133.05	\$ 21,596.05
2nd TIF Payment of 2024 TIR	pending 5/22/25		\$ -	\$ 11,906.53	\$ 11,906.53
Subtotal Developer			\$ 9,463.00	\$ 24,039.58	\$ 33,502.58
Remaining Balances after Payments					
Subtotal Developer			\$ -	\$ -	\$ -
Total Remaining Balances of all Entities					
Transfers to Local Brownfield Revolving Fund (643)			o	O	u
total allowed by BF plan					
1st transfer from 2024 TIR	8/22/2024		2,036.46	0.00	2,036.46
2nd transfer from 2023 TIR	5/22/2025		7,426.54	0.00	7,426.54
Subtotal to LBRF			9,463.00	0.00	9,463.00
Total remaining to collect in Local Brownfield Revolving fund (643)			0.00	298,592.00	

**Payment Options**

NEW: Remit Wire/ACH payments to Acct: 585033205 ABA: 072000326
 Remit checks to: 1515 Arboretum Drive, SE, Grand Rapids, Michigan 49546
 Remittance Advice: accounts.receivable@fishbeck.com
 616.575.3824
 Federal I.D. No. 38-1841857 | Incorporated

May 14, 2025

Project No: 2411710.00

Invoice No: 000000451035

Kalamazoo County Brownfield Redevelopment
 Authority
 Macy Walters
 201 West Kalamazoo Avenue
 Kalamazoo, MI 49008

Project 2411710.00 KCBRA/WO 18-J. Smith Apts-802 N. Westnedge, 438 & 442 W.
 Frank, Kalamazoo

For Professional Services through April 25, 2025

Brownfield Plan

Due Diligence

Labor

	Hours	Rate	Amount	
Brownfield Project Analyst	4.25	74.30	315.78	
Senior Hydrogeologist	.75	95.50	71.63	
Senior Brownfield Specialist	4.25	95.50	405.88	
Totals	9.25		793.29	
Total Labor				793.29
Total this Task				793.29
Total this Phase				793.29

Billings to Date

	Current	Prior	Total
Fee	0.00	1,489.13	1,489.13
Labor	793.29	0.00	793.29
Totals	793.29	1,489.13	2,282.42

Billing Limits

	Current	Prior	To-Date
Total Billings	793.29	21,046.07	21,839.36
Limit			34,495.00
Remaining			12,655.64

Total this Invoice **793.29**

Billings to Date

	Current	Prior	Total
Fee	0.00	21,046.07	21,046.07
Labor	793.29	0.00	793.29
Totals	793.29	21,046.07	21,839.36

**Payment Options**

NEW: Remit Wire/ACH payments to Acct: 585033205 ABA: 072000326
 Remit checks to: 1515 Arboretum Drive, SE, Grand Rapids, Michigan 49546
 Remittance Advice: accounts.receivable@fishbeck.com
 616.575.3824
 Federal I.D. No. 38-1841857 | Incorporated

Kalamazoo County Brownfield Redevelopment Authority			May 14, 2025		
201 West Kalamazoo Avenue			Project No:	2500502.00	
Kalamazoo, MI 49008			Invoice No:	000000451050	
Project	2500502.00	KCBRA/W.O. 2025-3 –5928 E. Michigan Avenue, Kalamazoo, MI			
W.O. 2025-3, Amendment No. 1					
<u>For Professional Services through April 25, 2025</u>					
Phase I ESA					
Due Diligence					
Labor					
		Hours	Rate	Amount	
Environmental Scientist		21.50	106.00	2,279.00	
Senior Hydrogeologist		.75	150.00	112.50	
Senior Brownfield Specialist		.50	134.00	67.00	
Totals		22.75		2,458.50	
Total Labor					2,458.50
Reimbursable Expenses					
Mileage					
4/16/2025	Bigler, Aaron	Mileage for Site Reconnaissance		14.70	
Total Reimbursables			1.1 times	14.70	16.17
			Total this Task		2,474.67
Geospatial Labor					
		Hours	Rate	Amount	
GIS Specialist		3.50	118.00	413.00	
Totals		3.50		413.00	
Total Labor					413.00
			Total this Task		413.00
Expenses					
Reimbursable Expenses					
Miscellaneous					
4/4/2025	Savoy, Ariane	BS&A		6.35	
Total Reimbursables			1.1 times	6.35	6.99
			Total this Task		6.99
Support Services					

Labor

	Hours	Rate	Amount
Administrative Assistant	1.00	91.00	91.00
Totals	1.00		91.00
Total Labor			91.00
		Total this Task	91.00
		Total this Phase	2,985.66

Billings to Date

	Current	Prior	Total
Labor	2,962.50	0.00	2,962.50
Expense	23.16	0.00	23.16
Totals	2,985.66	0.00	2,985.66

Hazardous Materials Inspection
Due Diligence

Labor

	Hours	Rate	Amount
Environmental Specialsit	1.50	96.00	144.00
Senior Brownfield Specialist	3.00	134.00	402.00
Totals	4.50		546.00
Total Labor			546.00
		Total this Task	546.00
		Total this Phase	546.00

Billings to Date

	Current	Prior	Total
Labor	546.00	0.00	546.00
Totals	546.00	0.00	546.00

GPR Survey
Due Diligence

Labor

	Hours	Rate	Amount
Senior Hydrogeologist	1.25	150.00	187.50
Senior Brownfield Specialist	1.75	134.00	234.50
Totals	3.00		422.00
Total Labor			422.00
		Total this Task	422.00
		Total this Phase	422.00

Billings to Date

	Current	Prior	Total
Labor	422.00	0.00	422.00
Totals	422.00	0.00	422.00

Sub-Slab Soil Gas Sampling
Due Diligence

Labor

	Hours	Rate	Amount	
Environmental Scientist	.75	106.00	79.50	
Senior Hydrogeologist	4.00	150.00	600.00	
Totals	4.75		679.50	
Total Labor				679.50
		Total this Task		679.50
		Total this Phase		679.50

Billings to Date

	Current	Prior	Total
Labor	679.50	0.00	679.50
Totals	679.50	0.00	679.50

Billing Limits

	Current	Prior	To-Date
Total Billings	4,633.16	0.00	4,633.16
Limit			23,700.00
Remaining			19,066.84

Total this Invoice **4,633.16**

Billings to Date

	Current	Prior	Total
Labor	4,610.00	0.00	4,610.00
Expense	23.16	0.00	23.16
Totals	4,633.16	0.00	4,633.16

**Flowers Automotive
Recyclers** 1110 Fulford St
Kalamazoo, MI 49001

4/22/25

To Whom It May Concern,

We respectfully submit this letter as part of our application for funding consideration related to the acquisition of an industrial property to support the expansion of **Flowers Automotive Recyclers**. We are also requesting a waiver of the standard application fee.

Our company is pursuing the acquisition of **1008 E Crosstown Parkway, Kalamazoo, MI 49001**, and adjacent parcels, ideally suited for our B2B automotive dismantling and recycling operations. The property meets all zoning and EPA requirements for our intended use, and the parcel is aligned with our goals for operational scaling, environmental compliance, and community investment.

We are requesting **approximately \$25,000.00 or actual costs** to cover:

Environmental assessments (Phase One, limited Phase Two, and BEA)

As part of our plan, a 60-day due diligence period is in place. We are asking that during this time, the KCBRA considers ordering a Phase I Environmental Assessment, with a limited Phase II if contamination is suspected, and a Baseline Environmental Assessment to be filed within 45 days of purchase to help ensure environmental some primary responsible party liability protections are in place.

This project will result in job creation, improved environmental outcomes, and economic reinvestment in the Kalamazoo region.

We are working with the property owner to schedule all necessary inspections, and can provide site access as needed.

Sincerely,
Ronald Flowers

Flowers Automotive Recyclers
2698882512
info@flowersautomotive.com

Parcel Information:

Address: 1008 E Crosstown Parkway, Kalamazoo, MI 49001

Parcel ID: 06-23-112-027

Zoning: M-1 (Light Industrial)

Lot Size: 1.18 acres

Building Size: Approximately 16,000 square feet

Flood Zone: 26077C0187E



Google street view image taken in Aug. 2023

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:	4/22/25		
2 Name of Applicant:	Ronald L Flowers Jr		
3 Business Address:	1110 Fulford St Kalamazoo Mi 49001		
4 Business Telephone Number:	269-888-2512		
5 Contact Person(s) & Title:	Owner		
6 Contact Person(s) Telephone Number:	269-830-3343		
7 Contact Person(s) Fax Number:	2698882054		
8 Contact Person(s) Email Address:	info@flowersautomotive.com		
9 Entity Type:	Proprietorship		
	Partnership		
	Corporation	X	
	Other (specify)		
10 Describe nature and history of business:	Flowers Automotive Recyclers is a Kalamazoo-based automotive dismantling company specializing in B2B resale of vehicle components and scrap materials. Established in 2020, the business has grown through consistent demand for drivetrain parts, catalytic converters, and short steel. With over 3,000 customer inquiries monthly, the company operates a high-efficiency, volume-based model focused on sustainability, workforce development, and circular economy practices.		
11 List similar projects developed over the last five years (if any):	While this is our first property acquisition, Flowers Automotive Recyclers has successfully developed and scaled multiple operational projects since 2020, including: Establishment of a Full-Service Auto Recycling Yard: Built from the ground up, including vehicle intake, dismantling systems, and resale channels. Material Processing and Logistics Expansion (2023): Introduced tracking systems for short steel, cores, and catalytic converter sales with volume-based efficiency. Collaboration with Local Auto Yards: Established informal mutual referral partnerships with larger operations such as Crosstown Auto and Morris Rose. These initiatives demonstrate our capability to scale responsibly while reinvesting in operational infrastructure and workforce development.		
12 Address(es) (if known):	1008 E Crosstown Parkway, Kalamazoo, MI 49001		
13 Tax IDs:	06-23-112-027		
14 Present Owner(s):			
15 Date Present Owner(s) Acquired Property (if known):			
16 Does applicant have land control:	No	X	Yes
If yes, please describe (owner, lessee, option or purchase agreement, etc.):			
17 Any currently known environmental issues?	None		
18 Is applicant a liable party for environmental issues at site?	No	X	Yes
19 Is access to site permitted?	No	X	Yes
20 Project Type:	New		
	Relocation	X	
	Expansion	X	
	Rehabilitation		
21 Project Size:			
Parcel Size (acres):	1.18 acres		
Existing building area (sq ft):	Approximately 16,000 square feet		
New building area (sq ft):			

22 Project timeline (proposed or actual):

Start date: 4/7/25

Completion Date: 6/7/25

23

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

Business Plan
Market Analysis
Architectural/Site Plans

Financial Commitments
Environmental Information/Reports X

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24 Total Investment Anticipated: 1,000,000

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	X
BEA	X	Due Care	
Surveys (asbestos and Lead)		Clean-up Planning	
Additional Response Activities		Demolition	
Lead and Asbestos Abatement		Site Preparation (City of Kalamazoo, City of Portage)	
Infrastructure Improvements			

26 Current State Equalized Value: \$450,000.00

27 Estimated State Equalized Value after Project Completion:

28 Full Time Equivalent (FTE) Employees:


FTE Jobs Retained: 6

FTE Jobs Created: 18

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


Title Owner
Direct office or cell number 269-830-3343
Fax number 269-888-2054
Email address info@flowersautomotive.com

Date

4/22/25

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: 5-14-2025

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2 Name of Applicant: Flowers Automotive Recycling

3 Business Address: 1110 Fulford Street Kalamazoo, MI 49001

4 Business Telephone Number: 269-888-2512

5 Contact Person(s) & Title: Ronald L Flowers Jr.

6 Contact Person(s) Telephone Number: 269-830-3343

7 Contact Person(s) Fax Number: 269-888-2054

8 Contact Person(s) Email Address: info@flowersautomotive.com

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9 Address(es) (if known): 1008 E. Crosstown Parkway Kalamazoo, MI 49001

10 Tax IDs: 06-23-112-027

11 Project timeline (proposed or actual):
Start date: April 2025 Completion Date: June 2025

12

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	X
Architectural/Site Plans			

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Bank/Financing: Kalamazoo Forward Ventures

Legal Counsel: Hamilton Law

Environmental Consultant: Ann Gilchrist (EGLE)

Architect:

Construction Management:

Other:

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13 Total Investment Anticipated: \$ 1,000,000 -

Land: 450000

New Construction/Site Improvements:

Eligible Brownfield Activities (Specify): 25000

Other (Specify below): 425000

Equipment/ Operational Improvements

Total Capital Investment: \$ 1,000,000-

Funding Sources Requested:

Kalamazoo County Brownfield Redevelopment Authority

Authority Grant/Loan Funding:

\$25,000.00

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:

\$ 25,000.00 -


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 ☒ X
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  Title _____ Owner _____
Direct office or cell number 269-830-3343
Fax number 269-888-2054
Email address info@flowersautomotive.com

Date 5-14-25

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

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March 7, 2022, Addendum No. 3 and assigned to FISHBECK

t \ V _____) May 22, 2025

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CLIENT requests that FISHBECK perform the work described below in accordance with the terms of the above-referenced Contract, Addendum No. 3, and as assigned, and as described in this "Scope of Services."

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

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

David A. Stegink(269) 342-1100

Name (FISHBECK)

Phone

Ken Peregon, Chair269-384-8112 (County phone #)

Name (CLIENT)

Phone

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

ACCEPTED AND AGREED TO:

KALAMAZOO COUNTY BROWNFIELD
 REDEVELOPMENT AUTHORITY (CLIENT)

FISHBECK

By Ken PeregonBy David A. SteginkTitle ChairTitle Vice President/Brownfield Program Manager

Signature _____

Signature _____

Date _____

Date _____

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It is Fishbeck's understanding that the KCBRA has received a project application from Flower's Automotive Recyclers seeking funding to support the acquisition and associated liability protection regarding four contiguous and adjacent industrial parcels within the city of Kalamazoo: 1008 E. Crosstown Parkway, 1016 E. Crosstown Parkway, 1107 Fourth Street, and 1011 Fourth Street. Flowers Automotive Recyclers would like to acquire the property to house their existing automotive dismantling and recycling business, which needs storage, a small office, and interior garage space. There is limited to no plans for redevelopment of the site as the existing structures and site layout seem to meet the current needs of the business. A previously conducted Phase I Environmental Site Assessment (ESA) from 2014 was also provided to the KCBRA in order to inform the level of assessment needed. There were nine Recognized Environmental Conditions (RECs) identified relating mainly to current and historical uses; diesel, fuel oil, and gasoline USTs; gasoline and oil ASTs; one confirmed release, offsite migration of volatile organic compounds (VOCs), coal storage and the demolition of many former structures on the site. Flowers Automotive have requested completion of a Phase I ESA, a limited Phase II ESA, and completion of a Baseline Environmental Assessment (BEA). There is no known soil, groundwater, or soil gas analytical data for the site. While it is known that Phase II sampling will be recommended for the site in order to prepare a BEA, the scope of the Phase II ESA needed to inform due care responsibilities in order to achieve liability protection is not yet known. Therefore, Fishbeck proposes a staged assessment, starting with completion of a Phase I ESA and Ground Penetrating Radar (GPR) survey of the entire site to adequately inform the level of recommended Phase II sampling.

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Fishbeck will prepare a Phase I ESA compliant with the ASTM E1527 standard and the U.S. EPA rules for All Appropriate Inquiry to support acquisition of the property. The Phase I ESA will include a site inspection, review of historical resources, review of environmental databases, interviews with knowledgeable persons, and preparation of a report. The proposed cost assumes that additional conversations will be necessary between Fishbeck, the KCBRA, and the developer regarding potential environmental concerns and due care considerations associated with acquisition of the Crosstown property.

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Fishbeck has also included budget to conduct a Ground Penetrating Radar (GPR) survey on the subject property. Based on discussions with the KCBRA, the GPR survey will evaluate the potential for remaining underground storage tanks at the Crosstown property. The GPR survey results will help inform the Phase II ESA scope of work. A GPR survey on the entire lot is proposed and a summary report of findings will be prepared upon completion of the survey.

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Phase I ESA.....	\$ 3,500
GPR Survey.....	\$ <u>3,200</u>

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Compensation for services provided under this Work Order will be completed on a time and materials basis invoiced at the rates provided in the Contract for Professional Services, between FISHBECK and CLIENT and not to exceed the budget of \$6,700 without prior authorization.



Fishbeck anticipates that the scope of services can be completed within four to five weeks from authorization to proceed.

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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.

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General Review: *Fishbeck is still in process of transitioning to a new software system. Some project invoices have been finalized this month and others will have the billing caught up next month. There are no invoices for consideration this month related to general environmental review services. Fishbeck has engaged in potential project and scope discussions with the Brownfield Administrator and Work Order 2025-4 has been prepared for the board's consideration this month regarding the Flowers Automotive Recycling project.*

Administrative Support: *Fishbeck attended the May Kalamazoo County Land Bank Authority meeting on behalf of the KCBRA. KCLBA meetings will now be held at 9:30am on the second Thursday of every other month. The KCLBA has found the federal rounds of the Blight Elimination Grant Program (BEP) administered through the State Land Bank Authority (SLBA) to be cumbersome in implementation, but they are working with legal counsel and the SLBA to work through these challenges. The KCLBA board approved and adopted a Brownfield Redevelopment Policy. Details of the policy were not discussed. Meetings with the County Brownfield Administrator were discussed, including a request to the KCBRA for a loan from the LBRF to reduce the interest rate of an existing construction loan. Meetings regarding the discussion of housing TIF with Habitat for Humanity and the County Brownfield Administrator were also discussed.*

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The Phase I ESA document, which included discussion of the GPR findings, was issued last month. No further assessment is warranted at this time. This project is complete.

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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), and Documentation of Due Care. ***The Phase I ESA has identified concerns beyond the previously known “open” LUST status of the site as a former filling station. Historical Sanborn maps depict three (3) USTs on western portions of the site with no documentation identified regarding the potential removal/status of the tanks. Additionally, the previously identified concentrations of select contaminants exceed current EGLE volatilization to indoor air pathway (VIAP) screening levels, a condition for which EGLE recommends further assessment to determine if response/mitigation may be appropriate relative to vapor intrusion. Based on these findings the due diligence period was extended by the seller and closing is anticipated May 30, 2025. The KCBRA approved WO 2025-3 Amendment No. 1 in April to complete a ground penetrating radar (GPR) survey to support a determination of the potential continued presence of buried tanks and to complete sub-slab soil gas sampling to support an evaluation of the potential need for response/mitigation relative to potential vapor intrusion.***

The GPR survey has been completed and concludes that no unknown tanks were identified. Based on the results of the GPR survey it appears that the three (3) tanks depicted in the SW corner of the site on historical Sanborn maps were removed without any documentation generated during their removal. Based upon the lack of indications of buried tanks in the GPR survey, Fishbeck is not recommending additional investigation into the potential continued presence of tanks at this time.

Sub-slab soil gas sampling has occurred and we are waiting on analytical data from the lab. 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 June.

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

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Fishbeck is continuing the transition to a new accounting software system. Some projects will see invoices this month and others will have billing caught up next month. There are no invoices for consideration this month under this task. No further outreach efforts are planned as all grant funds have been allocated. Fishbeck is continuing programmatic activities during these final stages of the grant period.

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It is Fishbeck's understanding that final purchase dates and considerations between the city and the developer have not been finalized yet. Ongoing communications with the city are underway. Regarding preparation of the Brownfield Plan, Fishbeck has prepared initial drafts of the TIF tables and it appears that there are more eligible activities than tax increment created. Fishbeck also just met with the development team to confirm final estimates on eligible costs. The development team is approaching the city of Kalamazoo with a request to establish a Neighborhood Enterprise Zone (NEZ) tax abatement for the project. Initial communication from the city has indicated this may not be a right fit for this project. The development team has indicated that some form of tax abatement is needed to move this project forward and will be discussing further with the city. Fishbeck is waiting on a final decision regarding tax abatements before finalizing the TIF tables and the Brownfield Plan document itself. There has been discussion to have the Brownfield Plan ready to go to the City BRA and City Commission for consideration in August, ahead of the closing of KCBRA's EPA grant period. It is intended that an Act 381 Work Plan will also be pursued which would go to MSHDA for review after the brownfield plan is adopted.

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

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Number		Grant	Activity	Budget Estimates	Actual			Project Budget Remaining		
Project	W.O.	Task	Site/Phase	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			\$ 66,902.10	\$ (30,902.10)		
			Task 4 - Community Outreach, Programmatic, Travel	\$ 15,000.00			\$ 22,043.67	\$ (7,043.67)		
							\$ 283,535.86	\$ 16,464.14	\$ 16,464.14	
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 - Envirologic 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			
					Invoice Total	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			

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220129	4	1,2	NACD - Church and Frank Street Parcels	\$ 25,000.00	Invoice Total	09245	7/12/2022	\$ 2,597.81			X
						09295	8/4/2022	\$ 11,669.06			
						09410	9/7/2022	\$ 1,959.60			
						09637	10/21/2022	\$ 460.06			
						429755	11/2/2023	\$ 71.63			
					Project Subtotal			\$ 16,758.16	Project Subtotal	\$ 8,241.84	
					Invoice Breakdown				Budget Returned	\$ 8,241.84	
									Budget Remaining	\$ -	
		1	Eligibility and Phase I ESAs	\$ 6,000.00		09245	7/12/2022	\$ 2,443.58			
						09295	8/4/2022	\$ 2,358.48			
						09410	9/7/2022	\$ 1,959.60			
						09637	10/21/2022	\$ 248.33			
					Phase Subtotal			\$ 7,009.99	Phase Subtotal	\$ (1,009.99)	
		2	GPR Surveys	\$ 19,000.00		09245	7/12/2022	\$ 154.23			
						09295	8/4/2022	\$ 9,310.58			
						09637	10/21/2022	\$ 211.73			
						429755	11/2/2023	\$ 71.63			
					Phase Subtotal			\$ 9,748.17	Phase Subtotal	\$ 9,251.83	
220154	6	3	Parchment Mill Site	\$ 20,000.00	Invoice Total	09391	8/22/2022	\$ 4,442.58			X
			Amendment #1	\$ 2,000.00		09515	9/16/2022	\$ 3,183.01			
				\$ 22,000.00		09629	10/17/2022	\$ 1,806.40			
						09673	11/4/2022	\$ 2,343.59			
						09860	12/12/2022	\$ 3,865.38			
						09922	1/5/2023	\$ 400.46			
						420293	2/16/2023	\$ 115.95			
						421241	3/16/2023	\$ 573.53			
						422260	4/13/2023	\$ 945.75			
						423212	5/10/2023	\$ 1,214.35			
						426223	8/7/2023	\$ 3,109.00			
					Project Subtotal			\$ 22,000.00	Project Subtotal	\$ -	
230922	7	2,3	Watershed LLC - 6667 Stadum Drive, Oshtemo Township	\$ 8,000.00		424169	6/8/2023	\$ 548.40			X
					Project Subtotal			\$ 548.40	Project Subtotal	\$ 7,451.60	
									Budget Returned	\$ 7,451.60	
									Budget Remaining	\$ -	
					Invoice Breakdown						
		2	Eligibilty and Asbestos Survey	\$ 5,000.00		424169	6/8/2023	\$ 548.40			
					Phase Subtotal			\$ 548.40	Phase Subtotal	\$ 4,451.60	
		3	Brownfield Plan Evaluation	\$ 3,000.00							
					Phase Subtotal			\$ -	Phase Subtotal	\$ 3,000.00	

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**Kalamazoo County Brownfield Redevelopment Authority
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230923	10,14	3	Midlink Business Park Expansion	\$ 12,500.00	Invoice Total	424164	6/8/2023	\$ 480.25			X
						426124	7/19/2023	\$ 1,525.78			
						426219	8/7/2023	\$ 862.34			
						427542	9/7/2023	\$ 488.16			
						429024	10/9/2023	\$ 2,733.55			
						429753	11/2/2023	\$ 375.49			
						431433	12/7/2023	\$ 71.63			
					Project Subtotal			\$ 6,537.20	Project Subtotal	\$ 2,819.33	
									Budget Returned	\$ 2,819.33	
					Invoice Breakdown				Budget Remaining	\$ -	
	10	3	Project Planning Associated with Plan Amendment	\$ 6,500.00		424164	6/8/2023	\$ 480.25			
						426124	7/19/2023	\$ 1,525.78			
						426219	8/7/2023	\$ 862.34			
						427542	9/7/2023	\$ 488.16			
					Phase Subtotal			\$ 3,356.53	Phase Subtotal	\$ 3,143.47	
									Phase Budget Returned	\$ 3,143.47	
					Invoice Breakdown				Phase Budget Remaining	\$ -	
	14	3	Brownfield Plan Amendment	\$ 6,000.00		429024	10/9/2023	\$ 2,733.55			
						429753	11/2/2023	\$ 375.49			
						431433	12/7/2023	\$ 71.63			
					Phase Subtotal			\$ 3,180.67	Phase Subtotal	\$ 2,819.33	
231417	13	3	YWCA, 550 S. Riverview Drive City of Parchment	\$ 23,250.00	Invoice Total	428218	9/18/2023	\$ 1,230.54			X
						429320	10/12/2023	\$ 4,757.52			
						429752	11/2/2023	\$ 2,693.54			
						431432	12/7/2023	\$ 2,903.27			
						432668	1/8/2024	\$ 1,857.40			
						433688	2/13/2024	\$ 601.14			
						434695	3/12/2024	\$ 60.89			
						435835	4/10/2024	\$ 30.39			
						436933	5/13/2024	\$ 30.39			
					Project Subtotal			\$ 14,165.08	Project Subtotal	\$ 219.61	
									Budget Returned	\$ 219.61	
									Budget Remaining	\$ -	
					Invoice Breakdown						
		3	Eligibility / HASP/ SAP/ Project Management	\$ 3,000.00		428218	9/18/2023	\$ 882.23			
					Phase Subtotal			\$ 882.23	Phase Subtotal	\$ 2,117.77	
									Phase Budget Returned*	\$ 2,117.77	
									Phase Bdgct Remaining	\$ -	
		3	PFE Testing	\$ 5,250.00		428218	9/18/2023	\$ 348.31			
						429320	10/12/2023	\$ 4,150.34			
						429752	11/2/2023	\$ 122.11			
						432668	1/8/2024	\$ 518.94			
					Phase Subtotal			\$ 5,139.70	Phase Subtotal	\$ 110.30	
									Phase Budget Returned*	\$ 110.30	
									Phase Bdgct Remaining	\$ -	
		3	VMS Design	\$ 15,000.00		429320	10/12/2023	\$ 607.18			
						429752	11/2/2023	\$ 2,571.43			
						431432	12/7/2023	\$ 2,903.27			
						432668	1/8/2024	\$ 1,338.46			
						433688	2/13/2024	\$ 601.14			
						434695	3/12/2024	\$ 60.89			
						435835	4/10/2024	\$ 30.39			
						436933	5/13/2024	\$ 30.39			
					Phase Subtotal			\$ 8,143.15	Phase Subtotal	\$ 6,856.85	
									Phase Budget Returned*	\$ 6,637.24	
									Phase Budget Returned*	\$ 219.61	
									Phase Bdgct Remaining	\$ (0.00)	

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231418	11	1,2,3	Redman Ventures, LLC	\$ 11,200.00	Invoice Total	427548	9/7/2023	\$ 4,887.17			X
						429026	10/9/2023	\$ 1,200.18			
						429756	11/2/2023	\$ 69.55			
						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			
					Project Subtotal			\$ 7,213.14	Project Subtotal	\$ 1,943.76	
									Budget Returned	\$ 1,943.76	
									Budget Remaining	\$ -	
					Invoice Breakdown						
		1	Eligibility Update & Phase I ESA	\$ 3,200.00		427548	9/7/2023	\$ 2,752.09			
						429026	10/9/2023	\$ 447.91			
					Phase Subtotal			\$ 3,200.00	Phase Subtotal	\$ -	
		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	
									Budget Returned	\$ 31.57	
					Invoice Breakdown				Budget Remaining	\$ -	
		3	Response Activity Plan/Conceptual Site Model	\$ 17,500.00		427545	9/7/2023	\$ 799.90			
						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	\$ -	

**Kalamazoo County Brownfield Redevelopment Authority
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						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
										Budget Returned	\$	847.80
						Invoice Breakdown				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
		3	Brownfield Plan Preparation	\$	6,000.00					Phase Bdgct Remaining	\$	-
						Phase Subtotal		\$	-	Phase Subtotal	\$	6,000.00
										Budget Returned	\$	6,000.00
										Budget Remaining	\$	-
231766	16	1, 2,3	702 W. Michigan Avenue, Kalamazoo	\$	44,000.00	Invoice Total	429751	11/2/2023	\$	709.55		X
						431431	12/7/2023	\$	14,104.00			
						432667	1/8/2024	\$	9,832.64			
						433687	2/13/2024	\$	576.99			
						Project Subtotal		\$	25,223.18	Project Subtotal	\$	18,776.82
										Budget Returned	\$	18,776.82
						Invoice Breakdown				Budget Remaining	\$	-
		1	Eligibility/Phase I ESA	\$	4,000.00		429751	11/2/2023	\$	661.80		
							431431	12/7/2023	\$	2,540.41		
							432667	1/8/2024	\$	797.79		
						Phase Subtotal		\$	4,000.00	Phase Subtotal	\$	-
		2	Phase II ESA/HASP/SAP	\$	18,500.00		431431	12/7/2023	\$	8,117.24		
							432667	1/8/2024	\$	7,970.09		
							433687	2/13/2024	\$	576.99		
						Phase Subtotal		\$	16,664.32	Phase Subtotal	\$	1,835.68

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		2	Hazardous Materials Inspection	\$ 7,000.00								
						429751	11/2/2023	\$ 47.75				
						431431	12/7/2023	\$ 3,446.35				
						432667	1/8/2024	\$ 1,064.76				
					Phase Subtotal			\$ 4,558.86	Phase Subtotal	\$ 2,441.14		
		2	BEA/Due Care	\$ 5,500.00								
					Phase Subtotal			\$ -	Phase Subtotal	\$ 5,500.00		
		3	Brownfield Plan Evaluation	\$ 3,000.00								
					Phase Subtotal			\$ -	Phase Subtotal	\$ 3,000.00		
		3	Brownfield Plan Preparation	\$ 6,000.00								
					Phase Subtotal			\$ -	Phase Subtotal	\$ 6,000.00		
240812	17	1, 2	Teresa's Kitchen, 1216, 1222, and 1228 S. Burdick, Kalamazoo	\$ 25,015.00	Invoice Total	436934	5/13/2024	\$ 307.97				X
					Invoice Total	438959	6/18/2024	\$ 2,692.03				
					Invoice Total	441204	8/13/2024	\$ 376.98				
					Invoice Total	442365	9/12/2024	\$ 1,950.31				
					Invoice Total	443453	10/9/2024	\$ 11,952.55				
					Invoice Total	444699	11/7/2024	\$ 1,233.43				
					Project Subtotal			\$ 18,513.27	Project Subtotal	\$ 6,501.73		
					Invoice Breakdown				Budget Returned	\$ 5,000.00		
		1	Eligibility/Phase I ESA	\$ 3,000.00		436934	5/13/2024	\$ 307.97	Budget Remaining	\$ 1,501.73		
						438959	6/18/2024	\$ 2,692.03	Budget Returned	\$ 1,501.73		
									Budget Remaining	\$ -		
					Phase Subtotal			\$ 3,000.00	Phase Subtotal	\$ -		
		2	HMI	\$ 4,765.00								
						442365	9/12/2024	\$ 450.63				
						443453	10/9/2024	\$ 3,794.09				
						444699	11/7/2024	\$ 108.15				
					Phase Subtotal			\$ 4,352.87	Phase Subtotal	\$ 412.13		
								-				
		2	Phase II	\$ 12,250.00		441204	8/13/2024	\$ 376.98				
						442365	9/12/2024	\$ 1,499.68				
						443453	10/9/2024	\$ 8,158.46				
						444699	11/7/2024	\$ 1,125.28				
					Phase Subtotal			\$ 11,160.40	Phase Subtotal	\$ 1,089.60		
		2	BEA/Due Care	\$ 5,000.00								
					Phase Subtotal			\$ -	Phase Subtotal	\$ 5,000.00		
									Phase Budget Returned*	\$ 5,000.00		
									Phase Bdget Remaining	\$ -		

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241434	19	1	234/238 EM, LLC - 234 and 238 E. Michigan Ave, Kalamazoo Amendment #1	\$ 3,000.00
				\$ 5,695.00
				\$ 8,695.00
		1	Eligibility/Phase I ESA	\$ 3,000.00
		2	Hazardous Materials Inspection	\$ 5,695.00
			Approved Project Budgets Subtotal	\$ 391,500.01
			Estimated Contractual Budget Remaining	\$ (100,200.01)
			Project Budgets Returned	
210265	3	2	1001 2nd Street, Kalamazoo	\$ 2,676.98
230922	7	2	Watershed LLC - 6667 Stadium Drive, Oshtemo Township	\$ 7,451.60
210220	1	2	QAPP Preparation	\$ 2,400.00
230923	10	3	Midlink Business Park Expansion	\$ 5,962.80
230914	9	3	555 Eliza Street Schoolcraft Expansion	\$ 8,859.15
231417	13	3	YWCA, 550 S. Riverview Drive City of Parchment*	\$ 9,084.92
220128	5	2	NACD - Ransom and North St.	\$ 446.00
231418	11	1,2,3	Redman Ventures, LLC	\$ 3,986.86
231419	12	3	Legacy Senior Living, 730 N. Burdick St. Kalamazoo	\$ 9,931.89
231768	15	2,3	Urban Exposure Initiative, 1116 Lake Street, Kalamazoo	\$ 10,931.59
231766	16	1, 2,3	702 W. Michigan Avenue, Kalamazoo	\$ 18,776.82
220129	4	2	NACD - Church and Frank Street Parcels	\$ 8,241.84
230924	8	2	Comstock Charter Township, Comstock Center Redevelopment	\$ 4,000.00
240812	17	2	Teresa's Kitchen, 1216, 1222, and 1228 S. Burdick, Kalamazoo	\$ 5,000.00
240812	17	2	Teresa's Kitchen, 1216, 1222, and 1228 S. Burdick, Kalamazoo	\$ 1,501.73
			Available Contractual Budget Remaining	\$ (947.83)
			Notes:	
			*Pending	
			No Invoices for consideration in April 2025	

**Payment Options**

NEW: Remit Wire/ACH payments to Acct: 585033205 ABA: 072000326
 Remit checks to: 1515 Arboretum Drive, SE, Grand Rapids, Michigan 49546
 Remittance Advice: accounts.receivable@fishbeck.com
 616.575.3824
 Federal I.D. No. 38-1841857 | Incorporated

Kalamazoo County Brownfield Redevelopment
 Authority
 Macy Walters
 201 West Kalamazoo Avenue
 Kalamazoo, MI 49008

May 14, 2025

Project No: 2500252.00

Invoice No: 000000451038

Project 2500252.00 KCBRA/Habitat for Humanity Cooper Twp
 W.O. 2025-2

For Professional Services through April 25, 2025

Phase I ESA

Due Diligence

Labor

	Hours	Rate	Amount	
Senior Environmental Specialist	1.50	134.00	201.00	
Totals	1.50		201.00	
Total Labor				201.00
		Total this Task		201.00

Support Services

Labor

	Hours	Rate	Amount	
Administrative Assistant	1.25	91.00	113.75	
Totals	1.25		113.75	
Total Labor				113.75
		Total this Task		113.75
		Total this Phase		314.75

Billings to Date

	Current	Prior	Total
Fee	0.00	2,441.00	2,441.00
Labor	314.75	0.00	314.75
Totals	314.75	2,441.00	2,755.75

GPR Survey

Due Diligence

Labor

	Hours	Rate	Amount	
Senior Environmental Specialist	4.75	134.00	636.50	
Senior Hydrogeologist	.50	150.00	75.00	
Totals	5.25		711.50	
Total Labor				711.50
		Total this Task		711.50

Geoscience

Labor

	Hours	Rate	Amount	
Seasonal Technician	1.00	106.00	106.00	
Totals	1.00		106.00	
Total Labor				106.00

Unit Billing

Mileage - Company Vehicle

3/6/2025

25.0 Miles @ 0.95	23.75	
1.0 times	23.75	23.75

Total Units**Total this Task 129.75**

Support Services

Labor

	Hours	Rate	Amount	
Administrative Assistant	.50	91.00	45.50	
Totals	.50		45.50	
Total Labor				45.50
			Total this Task	45.50

Outside Services

Consultants

Subconsultant

3/24/2025

Facility Management
Consultants IntlOutside Services - GPR
Survey

1,160.00

Total Consultants 1.1 times 1,160.00 1,276.00**Total this Task 1,276.00****Total this Phase 2,162.75****Billings to Date**

	Current	Prior	Total
Fee	0.00	167.50	167.50
Labor	863.00	0.00	863.00
Consultant	1,276.00	0.00	1,276.00
Unit	23.75	0.00	23.75
Totals	2,162.75	167.50	2,330.25

Billing Limits

	Current	Prior	To-Date
Total Billings	2,477.50	2,608.50	5,086.00
Limit			5,100.00
Remaining			14.00

Total this Invoice 2,477.50**Billings to Date**

	Current	Prior	Total
Fee	0.00	2,608.50	2,608.50
Labor	1,177.75	0.00	1,177.75
Consultant	1,276.00	0.00	1,276.00
Unit	23.75	0.00	23.75
Totals	2,477.50	2,608.50	5,086.00

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Appendix 1

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

IPUSA Pavilion 1, LLC
5724 E. N Avenue
8/16/2022
LLM
7/26/2024, 5/13/2025
(not to exceed 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	\$0.00
1.02	Baseline Environmental Assessment	\$5,000.00
1.03	Asbestos, Lead and Mold Surveys	\$0.00
1.04	Pre-Demolition Survey	\$0.00
	Sub-Total	\$5,000.00
		\$5,000.00
Category Total		Total
5.00	Public Infrastructure Improvements	
5.01	Streets, roads	\$5,100,000.00
5.02	Sidewalks	\$0.00
5.03	Bike paths	\$0.00
5.04	Bridges	\$0.00
5.05	Lighting	\$0.00
5.06	Signage	\$0.00
5.07	Storm sewers	\$0.00
5.08	Water mains	\$400,000.00
5.09	Curb and gutter	\$0.00
5.10	Sanitary sewer mains	\$0.00
5.11	Landscaping	\$0.00
5.12	Marinas	\$0.00
5.13	Boardwalks	\$0.00
5.14	Park/Seating areas	\$0.00
5.15	Public rail lines	\$0.00
5.16	Vertical, Underground or Integrated Parking Structure	\$0.00
5.17	Urban Storm Water Management Systems (Traditional)	\$0.00
5.18	Urban Storm Water Management Systems (Low Impact Design)	\$0.00
5.19	Publicly Owned Utilities	\$0.00
5.21	Soft Costs (Engineering, Design, Survey, Legal, other Professional)	\$0.00
	Sub-Total	\$5,500,000.00
	Contingency 15%	\$75,000.00
		\$5,575,000.00
Category Total		Total
7.00	Building Demolition	
7.01	Pre-Demolition Audit or Survey	\$0.00
7.02	Building Demolition/Deconstruction	\$48,000.00
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
7.09	Soft Costs (Engineering, Design, Survey, Legal, other Professional)	\$0.00
	Sub-Total	\$48,000.00
	Contingency 15%	\$7,200.00
		\$55,200.00
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)	\$2,000.00
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	\$2,000.00
	Contingency 15%	\$300.00
		\$4,300.00
Category Total		Total

Actual Costs Incurred

Brownfield Plan Category	Date of Invoice	Invoiced Amt	Invoice #	Contractor	Note:	Local Only	Local and School	Proof of Payment	Reimbursement Request #
1.01	6/7/2021	\$ 2,300.00	7710	Envirologic	Phase I ESA		X	Check #1257	Reimbursement Request #1
		\$ 2,300.00							
Brownfield Plan Category	Date of Invoice	Invoiced Amt	Invoice #	Contractor	Note:	Local Only	Local and School	Proof of Payment	Reimbursement Request #
5.01	5/20/2024	\$ 194,500.00	AIA #5	Majority Builders (H&K)	CO #4, N Ave Rd widening	X		Certified AIA Document, Final Receipt and Unconditional Lien Rights	
5.01	5/20/2024	\$ 207,568.75	AIA #2, 3	Rieth-Riley Construction Co., Inc.	N Avenue Widening	X		Final Receipt and Unconditional Lien Rights	
5.01	6/20/2024	\$ 97,326.00	AIA#3	Rieth-Riley Construction Co., Inc.	Shoulder Gravel	X		Final Receipt and Unconditional Lien Rights	
5.07	11/27/2023	\$ 185,718.00	AIA #12	Thornapple Exc Inc	Storm Sewer	X		Certified AIA Document, Check #529617 for \$556,075.50	Reimbursement Request #1
5.07	11/27/2023	\$ 25,430.00	CO #5	Thornapple Exc Inc	Storm Sewer and Dewatering	X		Certified AIA Document, Check #529617 for \$556,075.50	Reimbursement Request #1
5.08	11/27/2023	\$ 372,000.00	AIA #12	Thornapple Exc Inc	Watermain	X		Certified AIA Document, Check #529617 for \$556,075.50	Reimbursement Request #1
5.21	4/22/2024	\$ 69,977.76	2022-109	Majority Builders, Inc	General Conditions and OHP	X		Certified AIA Document, Lien Waiver and POP for \$190,777.50	Reimbursement Request #1
5.21	11/29/2024	\$ 59,927.37	2023-161	Majority Builders, Inc	General Conditions and OHP	X		Certified AIA Document, Lien Waiver	
		\$ 1,212,447.88							
Brownfield Plan Category	Date of Invoice	Invoiced Amt	Invoice #	Contractor	Note:	Local Only	Local and School	Proof of Payment	Reimbursement Request #
7.02	11/27/2023	\$ 58,000.00	AIA #12	Thornapple Exc Inc	Barns/Site/Tree demo	X		Certified AIA Document, Check #529617 for \$556,075.50	Reimbursement Request #1
7.09	4/22/2024	\$ 6,960.00	2022-109	Majority Builders, Inc	General Conditions and OHP	X		Certified AIA Document, Lien Waiver and POP for \$190,777.50	Reimbursement Request #1
		\$ 64,960.00							
Brownfield Plan Category	Date of Invoice	Invoiced Amt	Invoice #	Contractor	Note:	Local Only	Local and School	Proof of Payment	Reimbursement Request #
8.03	2/27/2024	\$ 3,240.00	128	H&K Excavating	Asphalt Removal	X		Account Report	
8.08	11/27/2023	\$ 1,000.00	AIA #12	Thornapple Exc Inc	Demolition	X		Certified AIA Document, Check #529617 for \$556,075.50	Reimbursement Request #1
8.11	4/22/2024	\$ 120.00	2022-109	Majority Builders, Inc	General Conditions and OHP	X		Certified AIA Document, Lien Waiver and POP for \$190,777.50	Reimbursement Request #1
8.11	11/29/2024	\$ 388.80	2023-161	Majority Builders, Inc	General Conditions and OHP	X		Certified AIA Document, Lien Waiver	
		\$ 4,748.80							
Brownfield Plan Category	Date of Invoice	Invoiced Amt	Invoice #	Contractor	Note:	Local Only	Local and School	Proof of Payment	Reimbursement Request #

Category Total					Total			Brownfield Plan Category	Date of Invoice	Invoiced Amt	Invoice #	Contractor	Note:	Local Only	Local and School	Proof of Payment	Reimbursement Request #				
9.00	Site Preparation																				
	9.01	Clearing and Grubbing			\$10,000.00	\$10,000.00															
	9.02	Compaction & Sub-base Preparation			\$0.00	\$0.00															
	9.03	Cut & Fill Operations			\$1,560,000.00	\$1,560,000.00		9.03	11/27/2023	\$ 95,000.00	AIA #12	Thornapple Exc Inc	Strip Topsoil	X		Certified AIA Document, Check #529617 for \$556,075.50	Reimbursement Request #1				
								9.03	11/27/2023	\$ 269,500.00	AIA #12	Thornapple Exc Inc	Cut and Fill / Earthwork	X		Certified AIA Document, Check #529617 for \$556,075.50	Reimbursement Request #1				
								9.03	11/27/2023	\$ 109,402.00	AIA #12	Thornapple Exc Inc	Backfill	X		Certified AIA Document, Check #529617 for \$556,075.50	Reimbursement Request #1				
								9.03	11/20/2023	\$ 138,000.00	AIA #1	Majority Builders (H&K)	Strip Topsoil	X		Certified AIA Document, Final Receipt and Unconditional Lien Rights					
	9.04	Dewatering			\$0.00	\$0.00		9.04	11/27/2023	\$ 130,000.00	AIA #12	Thornapple Exc Inc	Dewatering required for Watermain	X		Certified AIA Document, Check #529617 for \$556,075.50	Reimbursement Request #1				
								9.04	11/27/2023	\$ 85,700.00	CO #5	Thornapple Exc Inc	Dewatering for Watermain	X		Certified AIA Document, Check #529617 for \$556,075.50	Reimbursement Request #1				
								9.06	11/27/2023	\$ 38,550.00	AIA #12	Thornapple Exc Inc	Excavation	X		Certified AIA Document, Check #529617 for \$556,075.50	Reimbursement Request #1				
								9.06	11/27/2023	\$ 27,000.00	AIA #12	Thornapple Exc Inc	Excavation	X		Certified AIA Document, Check #529617 for \$556,075.50	Reimbursement Request #1				
								9.06	11/27/2023	\$ 23,900.00	CO #1	Thornapple Exc Inc	Excavation	X		Certified AIA Document, Check #529617 for \$556,075.50	Reimbursement Request #1				
								9.06	11/27/2023	\$ 27,647.00	CO #3	Thornapple Exc Inc	Excavation/Dewatering Overtime	X		Certified AIA Document, Check #529617 for \$556,075.50	Reimbursement Request #1				
								9.06	11/27/2023	\$ 91,359.00	CO #5	Thornapple Exc Inc	Excavation of unsuitable materials	X		Certified AIA Document, Check #529617 for \$556,075.50	Reimbursement Request #1				
								9.06	11/27/2023	\$ 39,352.00	CO #7	Thornapple Exc Inc	Excavation of unsuitable materials due to flooding/weather	X		Certified AIA Document, Check #529617 for \$556,075.50	Reimbursement Request #1				
								9.06	12/19/2023	\$ 254,560.00	AIA #2, 3	Majority Builders (H&K)	Building Excavation and Digging out Truck Dock - excavating unstable materials (due to the high water table).	X		Certified AIA Document, Final Receipt and Unconditional Lien Rights					
								9.07	11/20/2023	\$ 178,880.00	AIA #1	Majority Builders (H&K)	CO #2 Import Sand - was required as a result of excavating unstable materials (due to the high water table).	X		Certified AIA Document, Final Receipt and Unconditional Lien Rights					
	9.07	Fill			\$0.00	\$0.00															
								9.07	12/19/2023	\$ 48,000.00	AIA #2	Majority Builders (H&K)	CO #1 Import Sand - was required as a result of excavating unstable materials (due to the high water table).	X		Certified AIA Document, Final Receipt and Unconditional Lien Rights					
								9.09	9/26/2023	\$ 1,315.00	41405	Driesenga & Assoc.	Materials Testing	X		Account Report	Reimbursement Request #1				
								9.09	10/24/2023	\$ 3,641.25	42079	Driesenga & Assoc.	Materials Testing	X		Account Report	Reimbursement Request #1				
								9.09	10/24/2023	\$ 1,376.25	42292	Driesenga & Assoc.	Materials Testing	X		Account Report	Reimbursement Request #1				
								9.09	11/21/2023	\$ 690.00	42733	Driesenga & Assoc.	Materials Testing	X		Account Report	Reimbursement Request #1				
	9.10	Grading			\$640,000.00	\$640,000.00		9.10	11/27/2023	\$ 56,575.00	AIA #12	Thornapple Exc Inc	Final Grade	X		Certified AIA Document, Check #529617 for \$556,075.50	Reimbursement Request #1				
								9.10	12/19/2023	\$ 64,567.50	AIA #2	Majority Builders (H&K)	Moving excess soils	X		Certified AIA Document, Final Receipt and Unconditional Lien Rights					
								9.10	6/20/2024	\$ 26,385.00	AIA #6, 8	Majority Builders (H&K)	CO #8, Fine grade N Ave	X		Certified AIA Document, Final Receipt and Unconditional Lien Rights					
								9.10	8/20/2024	\$ 5,000.00	AIA #8	Majority Builders (H&K)	Respread topsoil	X		Certified AIA Document, Final Receipt and Unconditional Lien Rights					
	9.11	Land Balancing			\$0.00	\$0.00		9.11	11/20/2023	\$ 536,000.00	AIA #1, #7	Majority Builders (H&K)	Balance Site	X		Certified AIA Document, Final Receipt and Unconditional Lien Rights					
								9.11	8/21/2024	\$ 15,000.00	AIA #4	Rieth-Riley Construction Co., Inc.	Fine Grading	X		Final Receipt and Unconditional Lien Rights					
	9.12	Relocation of Active Utilities			\$0.00	\$0.00															
	9.13	Retaining Walls			\$0.00	\$0.00															
	9.14	Solid Waste Disposal			\$0.00	\$0.00															
	9.15	Staking			\$10,000.00	\$10,000.00		9.15	11/27/2023	\$ 33,000.00	AIA #12	Thornapple Exc Inc (Nederveld)	Staking	X		Certified AIA Document, Check #529617 for \$556,075.50	Reimbursement Request #1				
								9.15	8/12/2024	\$ 4,208.38	301	H&K Excavating	Staking	X		Account Report					
								9.15	11/20/2023	\$ 12,000.00	AIA #1	Majority Builders (H&K)	GPS and Stake	X		Certified AIA Document, Final Receipt and Unconditional Lien Rights					
												Majority Builders (County Line Nurseries)									
	9.17	Temporary Construction Access and/or Roads			\$0.00	\$0.00		9.17	9/19/2023	\$ 11,000.00	23161-0003		Erosion Blanket	X		Check #529617 for \$556,075.50	Reimbursement Request #1				
								9.17	11/27/2023	\$ 17,355.00	AIA #12	Thornapple Exc Inc	Temp. Erosion Control	X		Certified AIA Document, Check #529617 for \$556,075.50	Reimbursement Request #1				
								9.17	11/20/2023	\$ 8,000.00	AIA #1	Majority Builders (H&K)	SESC			Certified AIA Document, Final Receipt and Unconditional Lien Rights					
	9.18	Temporary Facility			\$50,000.00	\$50,000.00		9.18	1/25/2024	\$ 492.20	468062	Best Way	Temp. Facility (Port-o-Let)	X		Account Report	Reimbursement Request #1				
								9.18	1/25/2023	\$ 837.85	225440	Best Way	Temp. Facility (Port-o-Let)	X		Account Report	Reimbursement Request #1				
								9.18	4/25/2023	\$ 246.10	292890	Best Way	Temp. Facility (Port-o-Let)	X		Account Report	Reimbursement Request #1				
								9.18	5/25/2023	\$ 654.60	316886	Best Way	Temp. Facility (Port-o-Let)	X		Account Report	Reimbursement Request #1				
								9.18	6/25/2023	\$ 1,083.05	340943	Best Way	Temp. Facility (Port-o-Let)	X		Account Report	Reimbursement Request #1				
												Majority Builders (Milestone Fence, LLC)									
	9.20	Temporary Site Control			\$20,000.00	\$20,000.00		9.20	3/15/2024	\$ 124,000.00	AAI #1		Temp. Fence	X		Check #530610 for \$111,600, Check #531452 for \$12,400	Reimbursement Request #1				
								9.20	11/27/2023	\$ 125,000.00	AIA #12	Thornapple Exc Inc	Temp Road	X		Certified AIA Document, Check #529617 for \$556,075.50	Reimbursement Request #1				
	9.21	Temporary Traffic Control			\$0.00	\$0.00															
	9.22	Specific and Unique Activities			\$0.00	\$0.00															
	9.23	Soft Costs (Engineering, Design, Survey, Legal, other Professional)			\$150,000.00	\$150,000.00		9.23	6/7/2021	\$ 1,800.00	7710	Envirologic	Wetland Survey	X		Check #1257	Reimbursement Request #1				
								9.23	9/30/2021	\$ 4,828.52	2159	AR Engineering	65% of Engineering Phase I	X		Check #108	Reimbursement Request #1				
								9.23	10/31/2021	\$ 1,556.26	2222	AR Engineering	65% of Engineering Phase I	X		Check #110	Reimbursement Request #1				
								9.23	11/30/2021	\$ 3,698.33	2239	AR Engineering	65% of Engineering Phase I	X		Check #112	Reimbursement Request #1				
								9.23	12/31/2021	\$ 3,395.60	2283	AR Engineering	65% of Engineering Phase I	X		Check #112	Reimbursement Request #1				
								9.23	1/31/2022	\$ 3,970.18	2343	AR Engineering	65% of Engineering Phase I and Mileage	X		Check #101	Reimbursement Request #1				
								9.23	2/28/2022	\$ 2,587.32	2377	AR Engineering	65% of Engineering Phase I	X		Check #107	Reimbursement Request #1				
								9.23	3/31/2022	\$ 4,852.90	2404	AR Engineering	65% of Engineering Phase I	X		Check #107	Reimbursement Request #1				
								9.23	4/30/2022	\$ 3,199.10	2473	AR Engineering	65% of Engineering Phase I and Mileage	X		Check #111	Reimbursement Request #1				
								9.23	5/31/2022	\$ 4,731.51	2524	AR Engineering	65% of Engineering Phase I	X		Check #132	Reimbursement Request #1				
								9.23	6/30/2022	\$ 1,138.80	2540	AR Engineering	65% of Engineering Phase I	X		Check #132	Reimbursement Request #1				
								9.23	8/31/2022	\$ 1,318.20	2688	AR Engineering	65% of Engineering Phase I and II	X		Check #120	Reimbursement Request #1				
								9.23	9/30/2022	\$ 2,423.20	2705	AR Engineering	65% of Engineering Phase I and II	X		Check #126	Reimbursement Request #1				
								9.23	10/31/2022	\$ 4,092.23	2776	AR Engineering	65% of Engineering Phase I and Site Redesign	X		Check #128	Reimbursement Request #1				
								9.23	11/30/2022	\$ 6,888.37	2820	AR Engineering	65% of Engineering Phase I and Site Redesign + 100% of Survey	X		Check #176	Reimbursement Request #1				
								9.23	1/31/2023	\$ 4,039.10	2959	AR Engineering	65% of Engineering Phase II and Site Redesign	X		Check #181	Reimbursement Request #1				
								9.23	3/31/2023	\$ 4,345.13	3087	AR Engineering	65% of Engineering Phase II, Site Redesign, and Mileage	X		Check #189	Reimbursement Request #1				
								9.23	4/30/2023	\$ 665.60	3146	AR Engineering	Engineering Phase I	X		Check #193	Reimbursement Request #1				
								9.23	4/22/2024	\$ 157,761.15	2022-109	Majority Builders, Inc	General Conditions and OHP	X		Certified AIA Document, Lien Waiver and POP for \$190,777.50	Reimbursement Request #1				
								9.23	11/29/2024	\$ 154,872.10	2023-161	Majority Builders, Inc	General Conditions and OHP	X		Certified AIA Document, Lien Waiver					
Sub-Total					\$3,185,000.00	\$3,185,000.00															
	Contingency	15%			\$477,750.00	\$477,750.00															
					\$3,185,000.00	\$3,185,000.00															

IP USA Phase II Eligible Activity Overview						
Invoice #	Date	Company that Performed the Eligible Activity	Description	Cost	Proof of Payment	Packet Page Number
128	2/27/2024	H&K Excavating	N Ave asphalt removal	\$ 3,240.00	Lien Waiver	4
301	8/12/2024	H&K Excavating	Staking	\$ 4,208.38	Lien Waiver	6
1-23161	11/20/2023	H&K Excavating	Temporary Soil Erosion Control, Strip Top Soil, Site balancing, GPS and Stake site, sand import	\$ 604,880.00	Lien Waiver	9
			Site balancing, excavation of unstable materials, sand import and moving of excess			
2-23161	12/19/2023	H&K Excavating	soils	\$ 419,552.50	Lien Waiver	13
3-23161	2/29/2024	H&K Excavating	Excavation of unstable materials	\$ 188,775.00	Lien Waiver	18
5-23161	5/20/2024	H&K Excavating	Widening of E N Ave	\$ 194,500.00	Lien Waiver	26
6-23161	6/20/2024	H&K Excavating	Fine grade of E N Ave	\$ 7,500.00	Lien Waiver	30
7-23161	7/20/2024	H&K Excavating	Site balancing, dewatering	\$ 26,800.00	Lien Waiver	34
8-23161	8/20/2024	H&K Excavating	Land Balancing, Fine Grade of E N Ave	\$ 23,885.00	Lien Waiver	38
7181289002	2/20/2024	Rieth Riley	E N Avenue Widening - Paving	\$ 72,649.06	Lien Waiver	44
7181289003	6/20/2024	Rieth Riley	E N Avenue Widening - Paving	\$ 134,919.69	Lien Waiver	45
7181289003	6/20/2024	Rieth Riley	Shoulder Gravel, Wedging/Cold Milling E N Ave	\$ 97,326.00	Lien Waiver	45
7181289004	8/21/2024	Rieth Riley	Fine Grade	\$ 15,000.00	Lien Waiver	46
Subtotal				\$ 1,793,235.63		
Multiple	Multiple	Majority Builders	General Conditions of Above (5%)	\$ 89,661.78	Lien Waiver	51
Multiple	Multiple	Majority Builders	Overhead and Profit of Above (7%)	\$ 125,526.49	Lien Waiver	51
TOTAL ELIGIBLE ACTIVITY BALANCE				\$ 2,008,423.90		
Original Submission				\$ 2,068,623.90		
Change after Reconciliation				\$ (60,200.00)		

Majority

H&K Excavating

2023-161

Vendor ID	Vendor Name	Invoice Number	Inv Date	Acctg Date	Loc	Status	Description	Tax	Invoice Amount
H&K100	H&K Excavating	36	02/02/24	09/01/24	AP	Fully paid	21216		4,226.00 (Image)
H&K100	H&K Excavating	123	02/19/24	09/01/24	AP	Fully paid	23161		159.90 (Image)
H&K100	H&K Excavating	128	02/27/24	09/01/24	AP	Fully paid	23161		3,537.05 (Image)
H&K100	H&K Excavating	259	06/28/24	09/01/24	AP	Fully paid	23161		14,000.00 (Image)
H&K100	H&K Excavating	301	08/12/24	09/01/24	AP	Fully paid	23161		11,828.38 (Image)
H&K100	H&K Excavating	2341	12/27/23	12/27/23	AP	Fully paid	23161		4,578.70 (Image)
H&K100	H&K Excavating	1-23161	11/20/23	11/20/23	AP	Fully paid	23161		809,380.00 (Image)
H&K100	H&K Excavating	2-23161	12/19/23	12/19/23	AP	Fully paid	23161		631,077.50 (Image)
H&K100	H&K Excavating	2023-2340	12/27/23	09/01/24	AP	Fully paid	23161		500.00 (Image)
H&K100	H&K Excavating	3-23161	02/20/24	02/20/24	AP	Fully paid	23161		291,025.00 (Image)
H&K100	H&K Excavating	4-23161	04/30/24	04/30/24	AP	Fully paid	23161		59,824.20 (Image)
H&K100	H&K Excavating	5-23161	05/20/24	05/20/24	AP	Fully paid	23161		284,200.00 (Image)
H&K100	H&K Excavating	6-23161	06/20/24	06/20/24	AP	Fully paid	23161		376,085.00 (Image)
H&K100	H&K Excavating	7-23161	07/22/24	07/22/24	AP	Fully paid	23161		132,325.00 (Image)
H&K100	H&K Excavating	8-23161	08/20/24	08/20/24	AP	Fully paid	23161		23,885.00 (Image)
									2,646,631.73



7504 Stadium Dr
Kalamazoo, MI 49009

Invoice

Date	Invoice #
2/27/2024	128

Bill To

Majority Builders, Inc.
62900 US 31 South
South Bend, IN 46614

Project

Quantity	Description	Rate	Amount
	N Ave: Removing of asphalt		
8	Mini used to tear out asphalt	125.00	1,000.00
8	Loader used to tear out asphalt	200.00	1,600.00
2	2 Hour of trucking to haul out asphalt	145.00	290.00
2	Sweeping Parking Lot	125.00	250.00
6	PVC SWR Bend from Ferguson	47.05	47.05
	Saw Cutting	350.00	350.00

Phone #

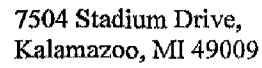
(269) 459-6773

E-mail

kylie@hkexcavating.com

Total

\$3,537.05



Invoice

Bill To
Majority Builders, Inc. 62900 US 31 South South Bend, IN 46614

Project

Quantity	Description	Rate	Amount
	Staking	4,208.38	4,208.38
240	21AA Crushed Concrete hauled into Jobsite (240 Yds)	25.00	6,000.00
9	Train Hauling 21AA	180.00	1,620.00

Phone #
(269) 459-6773

E-mail
kylle@hkexcavating.com

Total	\$11,828.38
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APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE ONE OF PAGES

TO OWNER:
Majority Builders, Inc
62900 US 31 South
South Bend, IN 46614
FROM CONTRACTOR:
H&K Excavating, LLC
7504 Stadium Dr
Kalamazoo, MI 49009

PROJECT:
Allen Distribution
East N Ave
Kalamazoo, MI
VIA ARCHITECT:
Joseph A Dzieria & Associates

APPLICATION #: 1
PERIOD TO: 11/30/23
PROJECT NOS: 2023-61
CONTRACT DATE: 09/25/23

Distribution to:
☒ Owner
☒ Const. Mgr
☒ Architect
☒ Contractor

CONTRACT FOR: Sitework & Utilities

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM	\$	2,150,000.00
2. Net change by Change Orders	\$	226,880.00
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	2,376,880.00
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)		809,380.00
5. RETAINAGE:		
a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	80,938.00
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$	
Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet)	\$	80,938.00
6. TOTAL EARNED LESS RETAINAGE (Line 4 less Line 5 Total)	\$	728,442.00
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)	\$	
8. CURRENT PAYMENT DUE	\$	728,442.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	1,648,438.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this Month	\$226,880.00	
TOTALS	\$226,880.00	
NET CHANGES by Change Order	\$226,880.00	

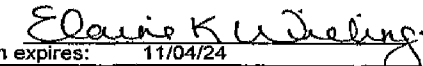
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR:

By:  Date: 11/20/2023

State of: Michigan
County of: Kalamazoo

Subscribed and sworn to before
me this 20th day of November, 2023

Notary Public: 
My Commission expires: 11/04/24

ELAINE K WIELINGA
Notary Public, State of Michigan
County of Kalamazoo
My Commission Expires 11-04-2024
Acting in the County of Kalamazoo

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising 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 for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to 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 of Contractor under this Contract.

CONTINUATION SHEET

Page 2 of Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 1

PROJECT:

APPLICATION DATE: 11/20/23

Allen Distribution

PERIOD TO: 30-Nov-23

East N Ave

ARCHITECT'S PROJECT NO: 2023-61

Kalamazoo, MI

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	SESC	8,000.00		8,000.00		8,000.00	100%		
2	Strip topsoil	138,000.00		138,000.00		138,000.00	100%		
3	Balance site	536,000.00		268,000.00		268,000.00	50%	268,000.00	
4	Sanitary sewer	51,000.00						51,000.00	
5	Water main	224,000.00						224,000.00	
6	Storm sewer	409,000.00		204,500.00		204,500.00	50%	204,500.00	
7	Building excavation	251,700.00						251,700.00	
8	Prep concrete	119,600.00						119,600.00	
9	Prep asphalt	145,700.00						145,700.00	
10	GPS & stake	12,000.00		12,000.00		12,000.00	100%		
11	Respread topsoil	5,000.00						5,000.00	
12	Dewatering/Stone Drive Allowance	250,000.00						250,000.00	
13	C.O. 1 Import sand	48,000.00						48,000.00	
14	C.O. 2 Import sand	178,880.00		178,880.00		178,880.00	100%		
15									
16									
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
	SUBTOTALS PAGE 2	2,376,880.00		809,380.00		809,380.00	34%	1,567,500.00	

"import sand" was required as a result of excavating unstable materials (due to the high water table).

SWORN STATEMENT

STATE OF MICHIGAN)

)SS

COUNTY OF KALAMAZOO)

Harry Martin

being duly sworn, deposes and says:

That he makes this Sworn Statement on behalf of H&K Excavating, LLC

who is a subcontractor to Majority Builders, Inc for an improvement to the following described real property situated in Kalamazoo County, Michigan and described as follows:

Allen Distribution**East N Ave., Kalamazoo, MI**

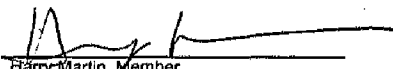
That the following is a statement of each subcontractor and supplier with whom H&K Excavating, LLC has contracted for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names,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

Name, address and telephone number of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Previously Paid	Amount Currently Owed	Balance to Complete
Ferguson Waterworks 1931 Snow Road Lansing, MI 617-322-0300	Pipe and Fittings	\$ 222,041.59		\$ 78,781.32	\$ 143,260.27
					\$ -
					\$ -
					\$ -
					\$ -
Grand Valley Concrete Products 2500 3 Mile Rd. N.W. Grand Rapids, MI 49534 616-453-9429	Concrete sanitary & storm manholes	\$ 27,990.33		\$ 27,990.33	\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTALS		\$ 250,031.92	\$ -	\$ 106,771.65	\$ 143,260.27

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

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

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


Harry Martin, Member

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE

SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110
OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS
AMENDED, BEING SECTION MCL 570.1110.

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

ELAINE K WIELINGA
Notary Public, State of Michigan
County of Kalamazoo
My Commission Expires 11-04-2024
Acting in the County of Kalamazoo

Elaine K Wielinga
Notary Public

Kalamazoo County, Michigan

Acting in Kalamazoo County

My commission expires: 11-04-2024

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 2 PAGES

TO OWNER:
 Majority Builders, Inc
 62900 US 31 South
 South Bend, IN 46614
FROM CONTRACTOR:
 H&K Excavating, LLC
 7504 Stadium Dr
 Kalamazoo, MI 49009

PROJECT:
 Allen Distribution
 East N Ave
 Kalamazoo, MI
VIA ARCHITECT:
 Joseph A Dzieria & Associates

APPLICATION #: 2
PERIOD TO: 12/30/23
PROJECT NOS: 2023-61
CONTRACT DATE: 09/25/23

Distribution to:

<input checked="" type="checkbox"/>	Owner
<input checked="" type="checkbox"/>	Const. Mgr
<input type="checkbox"/>	Architect
<input checked="" type="checkbox"/>	Contractor

CONTRACT FOR: Sitework & Utilities

CONTRACTOR'S APPLICATION FOR PAYMENT

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

- | | | |
|--|----|--------------|
| 1. ORIGINAL CONTRACT SUM ----- | \$ | 2,150,000.00 |
| 2. Net change by Change Orders ----- | \$ | 294,307.50 |
| 3. CONTRACT SUM TO DATE (Line 1 +/- 2) ----- | \$ | 2,444,307.50 |
| 4. TOTAL COMPLETED & STORED TO DATE-\$
(Column G on Continuation Sheet) | | 1,440,457.50 |
| 5. RETAINAGE: | | |
| a. 10.0% of Completed Work
(Columns D+E on Continuation Sheet) | \$ | 144,045.75 |
| b. 10.0% of Stored Material
(Column F on Continuation Sheet) | \$ | |
| Total Retainage (Line 5a + 5b or
Total in Column I of Continuation Sheet)----- | \$ | 144,045.75 |
| 6. TOTAL EARNED LESS RETAINAGE -----
(Line 4 less Line 5 Total) | \$ | 1,296,411.75 |
| 7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)----- | | |
| | \$ | 728,442.00 |
| 8. CURRENT PAYMENT DUE ----- | \$ | 567,969.75 |
| 9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) | \$ | 1,147,895.75 |

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$226,880.00	
Total approved this Month	\$67,427.50	
TOTALS	\$294,307.50	
NET CHANGES by Change Order	\$294,307.50	

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 payments shown therein is now due.

CONTRACTOR:

By: [Signature] Date: 12/19/2023

State of: Michigan
 County of: Kalamazoo

Subscribed and sworn to before
 me this 19th day of December, 2023

Notary Public: [Signature]
 My Commission expires: 11/04/24

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising 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 for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to 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 of Contractor under this Contract.

ELAINE K WIELINGA
 Notary Public, State of Michigan
 County of Kalamazoo
 My Commission Expires 11-04-2024
 Acting in the County of Kalamazoo

CONTINUATION SHEET

Page 2 of 2 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 2

PROJECT:

APPLICATION DATE: 12/19/23

Allen Distribution

PERIOD TO: 30-Dec-23

East N Ave

ARCHITECT'S PROJECT NO: 2023-61

Kalamazoo, MI

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G		H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	SESC	8,000.00	8,000.00			8,000.00	100%		
2	Strip topsoil	138,000.00	138,000.00			138,000.00	100%		
3	Balance site	536,000.00	268,000.00	241,200.00		509,200.00	95%	26,800.00	
4	Sanitary sewer	51,000.00						51,000.00	
5	Water main	224,000.00						224,000.00	
6	Storm sewer	409,000.00	204,500.00	102,250.00		306,750.00	75%	102,250.00	
7	Building excavation	251,700.00		62,925.00		62,925.00	25%	188,775.00	
8	Prep concrete	119,600.00						119,600.00	
9	Prep asphalt/21AA CC	145,700.00		109,275.00		109,275.00	75%	36,425.00	
10	GPS & stake	12,000.00	12,000.00			12,000.00	100%		
11	Respread topsoil	5,000.00						5,000.00	
12	Dewatering/Stone Drive Allowance	250,000.00						250,000.00	
13	C.O. 1 Import sand	48,000.00		48,000.00		48,000.00	100%		
14	C.O. 2 Import sand	178,880.00	178,880.00			178,880.00	100%		
15	C.O. 3 Digging out truck dock	2,860.00		2,860.00		2,860.00	100%		
16	C.O. 4 Moving excess soils	64,567.50		64,567.50		64,567.50	100%		
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
SUBTOTALS PAGE 2		2,444,307.50	809,380.00	631,077.50		1,440,457.50	59%	1,003,850.00	

"import sand" was required as a result of excavating unstable materials (due to the high water table).

SWORN STATEMENT

STATE OF MICHIGAN)

)SS

COUNTY OF KALAMAZOO)

Harry Martin

being duly sworn, deposes and says:

That he makes this Sworn Statement on behalf of H&K Excavating, LLC

who is a subcontractor to Majority Builders, Inc for an improvement to the following described real property situated in Kalamazoo County, Michigan and described as follows:

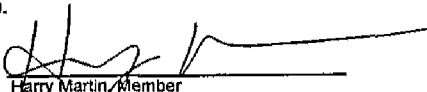
Allen Distribution**East N Ave., Kalamazoo, MI**

That the following is a statement of each subcontractor and supplier with whom H&K Excavating, LLC has contracted for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names, as follows, for the period ending 12/30/2023:

Name, address and telephone number of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Previously Paid	Amount Currently Owed	Balance to Complete
Perguson Waterworks 1931 Snow Road Lansing, MI 517-322-0300	Pipe and Fittings	\$ 222,041.59		\$ 79,924.42	\$ 142,117.17
					\$ -
					\$ -
					\$ -
Grand Valley Concrete Products 2500 3 Mile Rd. N.W. Grand Rapids, MI 49534 616-453-9429	Concrete sanitary & storm manholes	\$ 27,990.33		\$ 27,990.33	\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTALS		\$ 250,031.92	\$ -	\$ 107,914.75	\$ 142,117.17

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

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

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


Harry Martin, Member

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE

SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110
OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS
AMENDED, BEING SECTION MCL 570.1110.

Subscribed and sworn to before me on this 19th day of December, 2023.

ELAINE K WIELINGA
Notary Public, State of Michigan
County of Kalamazoo
My Commission Expires 11-04-2024
Acting in the County of Kalamazoo

Elaine K Wielinga
Notary Public
Kalamazoo County, Michigan
Acting in Kalamazoo County
My commission expires: 11-04-2024

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 2 PAGES

TO OWNER:
Majority Builders, Inc
62900 US 31 South
South Bend, IN 46814
FROM CONTRACTOR:
H&K Excavating, LLC
7504 Stadium Dr
Kalamazoo, MI 49009

PROJECT:
Allen Distribution
East N Ave
Kalamazoo, MI
VIA ARCHITECT:
Joseph A Ozier & Associates

APPLICATION #: 3
PERIOD TO: 02/29/24
PROJECT NOS: 2023-61
CONTRACT DATE: 09/25/23

Distribution to:
☒ Owner
☒ Const. Mgr
☒ Architect
☒ Contractor

CONTRACT FOR: Sitework & Utilities

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM-----	\$	2,150,000.00
2. Net change by Change Orders-----	\$	294,307.50
3. CONTRACT SUM TO DATE (Line 1 +/- 2)-----	\$	2,444,307.50
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)		1,731,482.50
5. RETAINAGE:		
a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	173,148.25
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$	
Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet)	\$	173,148.25
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$	1,558,334.25
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----		
	\$	1,296,411.75
8. CURRENT PAYMENT DUE-----	\$	261,922.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	885,973.25

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$294,307.50	
Total approved this Month		
TOTALS	\$294,307.50	
NET CHANGES by Change Order	\$294,307.50	

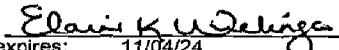
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates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

CONTRACTOR:

By:  Date: 2/20/2024

State of: Michigan
County of: Kalamazoo

Subscribed and sworn to before
me this 20th day of February, 2024

Notary Public: 
My Commission expires: 11/04/24

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising 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 for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to 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.

ELAINE K WIELINGA
Notary Public, State of Michigan
County of Kalamazoo
My Commission Expires 11-04-2024
Acting in the County of Kalamazoo

CONTINUATION SHEET

Page 2 of 2 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 3

PROJECT:

APPLICATION DATE: 02/20/24

Allen Distribution

PERIOD TO: 29-Feb-24

East N Ave

ARCHITECT'S PROJECT NO: 2023-61

Kalamazoo, MI

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	SESC	8,000.00	8,000.00			8,000.00	100%		
2	Strip topsoil	138,000.00	138,000.00			138,000.00	100%		
3	Balance site	536,000.00	509,200.00			509,200.00	95%	26,800.00	
4	Sanitary sewer	51,000.00						51,000.00	
5	Water main	224,000.00						224,000.00	
6	Storm sewer	409,000.00	306,750.00	102,250.00		409,000.00	100%		
7	Building excavation	251,700.00	62,925.00	188,775.00		251,700.00	100%		
8	Prep concrete	119,600.00						119,600.00	
9	Prep asphalt/21AA CC	145,700.00	109,275.00			109,275.00	75%	36,425.00	
10	GPS & stake	12,000.00	12,000.00			12,000.00	100%		
11	Respread topsoil	5,000.00						5,000.00	
12	Dewatering/Stone Drive Allowance	250,000.00						250,000.00	
13	C.O. 1 Import sand	48,000.00	48,000.00			48,000.00	100%		
14	C.O. 2 Import sand	178,880.00	178,880.00			178,880.00	100%		
15	C.O. 3 Digging out truck dock	2,860.00	2,860.00			2,860.00	100%		
16	C.O. 4 Moving excess soils	64,567.50	64,567.50			64,567.50	100%		
17									
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
	SUBTOTALS PAGE 2	2,444,307.50	1,440,457.50	291,025.00		1,731,482.50	71%	712,825.00	


Excavation was related to unstable materials (due to the high water table).

STATE OF MICHIGAN)
)SS
COUNTY OF KALAMAZOO)

That the following is a statement of each subcontractor and supplier with whom H&K Excavating, LLC has contracted for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names, as follows, for the period ending 2/29/2024:

Name, address and telephone number of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Previously Paid	Amount Currently Owning	Balance to Complete
Ferguson Waterworks 1931 Snow Road Lansing, MI 517-322-0300	Pipe and Fittings	\$ 222,041.59	\$ 80,262.64	\$ 9,883.51	\$ 131,895.44
					\$ -
					\$ -
					\$ -
					\$ -
Grand Valley Concrete Products 2500 3 Mile Rd. N.W. Grand Rapids, MI 49534 616-453-9429	Concrete sanitary & storm manholes	\$ 27,990.33	\$ 27,990.33	\$ -	\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTALS		\$ 250,031.92	\$ 27,990.33	\$ 9,883.51	\$ 131,895.44

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


Harry Martin, Member

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE

SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110
OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS
AMENDED, BEING SECTION MCL 570.1110.

Subscribed and sworn to before me on this 20th day of February, 2024.

ELAINE K WIELINGA
Notary Public, State of Michigan
County of Kalamazoo
My Commission Expires 11-04-2024
Acting in the County of Kalamazoo

Elaine K. Wielinga
Notary Public
Kalamazoo County, Michigan
Acting in Kalamazoo County
My commission expires: 11-04-2024

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 2 PAGES

TO OWNER:
Majority Builders, Inc
62900 US 31 South
South Bend, IN 46614
FROM CONTRACTOR:
H&K Excavating, LLC
7504 Stadium Dr
Kalamazoo, MI 49009

PROJECT:
Allen Distribution
East N Ave
Kalamazoo, MI
VIA ARCHITECT:
Joseph A Dziera & Associates

APPLICATION #: 4
PERIOD TO: 04/30/24
PROJECT NOS: 2023-61
CONTRACT DATE: 09/25/23

Distribution to:
☒ Owner
☒ Const. Mgr
☒ Architect
☐ Contractor

CONTRACT FOR: Sitework & Utilities

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM-----	\$	2,150,000.00
2. Net change by Change Orders-----	\$	354,131.70
3. CONTRACT SUM TO DATE (Line 1 +/- 2)	\$	2,504,131.70
4. TOTAL COMPLETED & STORED TO DATE-\$ (Column G on Continuation Sheet)		1,791,306.70
5. RETAINAGE:		
a. 10.0% of Completed Work (Columns D+E on Continuation Sheet)	\$	179,130.67
b. 10.0% of Stored Material (Column F on Continuation Sheet)	\$	
Total Retainage (Line 5a + 5b or Total in Column I of Continuation Sheet-----	\$	179,130.67
6. TOTAL EARNED LESS RETAINAGE----- (Line 4 less Line 5 Total)	\$	1,612,176.03
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT (Line 6 from prior Certificate)-----	\$	1,558,334.25
8. CURRENT PAYMENT DUE-----	\$	53,841.78
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 less Line 6)	\$	891,955.67

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$294,307.50	
Total approved this Month	\$59,824.20	
TOTALS	\$354,131.70	
NET CHANGES by Change Order	\$354,131.70	

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 therein is now due.

CONTRACTOR:

By:  Date: 4/30/2024

State of: Michigan

County of: Kalamazoo

Subscribed and sworn to before
me this 19th day of April, 2024Notary Public: 
My Commission expires: 11/04/24**CERTIFICATE FOR PAYMENT**

In accordance with Contract Documents, based on on-site observations and the data comprising 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 for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to 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 of Contractor under this Contract.

ELAINE K WIELINGA
Notary Public, State of Michigan
County of Kalamazoo
My Commission Expires 11-04-2024
Acting in the County of Kalamazoo

CONTINUATION SHEET

Page 2 of 2 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 4

PROJECT:

APPLICATION DATE:

Allen Distribution

PERIOD TO: 30-Apr-24

East N Ave

ARCHITECT'S PROJECT NO: 2023-61

Kalamazoo, MI

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	SESC	8,000.00	8,000.00			8,000.00	100%		
2	Strip topsoil	138,000.00	138,000.00			138,000.00	100%		
3	Balance site	536,000.00	509,200.00			509,200.00	95%	26,800.00	
4	Sanitary sewer	51,000.00						51,000.00	
5	Water main	224,000.00						224,000.00	
6	Storm sewer	409,000.00	409,000.00			409,000.00	100%		
7	Building excavation	251,700.00	251,700.00			251,700.00	100%		
8	Prep concrete	119,600.00						119,600.00	
9	Prep asphalt/21AA CC	145,700.00	109,275.00			109,275.00	75%	36,425.00	
10	GPS & stake	12,000.00	12,000.00			12,000.00	100%		
11	Respread topsoil	5,000.00						5,000.00	
12	Dewatering/Stone Drive Allowance	250,000.00						250,000.00	
13	C.O. 1 Import sand	48,000.00	48,000.00			48,000.00	100%		
14	C.O. 2 Import sand	178,880.00	178,880.00			178,880.00	100%		
15	C.O. 3 Digging out truck dock	2,860.00	2,860.00			2,860.00	100%		
16	C.O. 4 Moving excess soils	64,567.50	64,567.50			64,567.50	100%		
17	C.O. 5 Access road on west and east side o	59,824.20		59,824.20		59,824.20	100%		
18									
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
	SUBTOTALS PAGE 2	2,504,131.70	1,731,482.50	59,824.20		1,791,306.70	72%	712,825.00	

SWORN STATEMENT

STATE OF MICHIGAN)

)SS

COUNTY OF KALAMAZOO)

Harry Martin

being duly sworn, deposes and says:

That he makes this Sworn Statement on behalf of H&K Excavating, LLC

who is a subcontractor to Majority Builders, Inc for an improvement to the following described real property situated in Kalamazoo County, Michigan and described as follows:

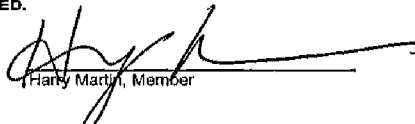
Allen Distribution**East N Ave., Kalamazoo, MI**

That the following is a statement of each subcontractor and supplier with whom H&K Excavating, LLC has contracted for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names, as follows, for the period ending 4/19/2024:

Name, address and telephone number of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Previously Paid	Amount Currently Owed	Balance to Complete
Ferguson Waterworks 1831 Snow Road Lansing, MI 517-322-0300	Pipe and Fittings	\$ 222,041.59	\$ 90,352.63	\$ -	\$ 131,688.96
					\$ -
					\$ -
					\$ -
					\$ -
Grand Valley Concrete Products 2500 3 Mile Rd. N.W. Grand Rapids, MI 49534 616-453-8428	Concrete sanitary & storm manholes	\$ 27,980.33	\$ 27,980.33	\$ -	\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTALS		\$ 250,031.92	\$ 118,342.96	\$ -	\$ 131,688.96

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

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

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


Harry Martin, Member

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE

SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110
OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS
AMENDED, BEING SECTION MCL 570.1110.

Subscribed and sworn to before me on this 19th day of April, 2024.

ELAINE K WIELINGA
Notary Public, State of Michigan
County of Kalamazoo
My Commission Expires 11-04-2024
Acting in the County of Kalamazoo

Elaine K Wielinga
Notary Public
Kalamazoo County, Michigan
Acting in Kalamazoo County
My commission expires: 11-04-2024

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 2 PAGES

TO OWNER:
Majority Builders, Inc
62900 US 31 South
South Bend, IN 46614
FROM CONTRACTOR:
H&K Excavating, LLC
7504 Stadium Dr
Kalamazoo, MI 49009

PROJECT:
Allen Distribution
East N Ave
Kalamazoo, MI
VIA ARCHITECT:
Joseph A Dzieria & Associates

APPLICATION #: 5
PERIOD TO: 05/30/24
PROJECT NOS: 2023-61
CONTRACT DATE: 09/25/23

Distribution to:
☒ Owner
☒ Const. Mgr
☐ Architect
☒ Contractor

CONTRACT FOR: Sitework & Utilities

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM----- \$ 2,150,000.00
2. Net change by Change Orders----- \$ 474,131.70
3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 2,624,131.70
4. TOTAL COMPLETED & STORED TO DATE-\$ 2,075,506.70
(Column G on Continuation Sheet)
5. RETAINAGE:
a. 10.0% of Completed Work \$ 207,550.67
(Columns D+E on Continuation Sheet)
b. 10.0% of Stored Material \$
(Column F on Continuation Sheet)
Total Retainage (Line 5a + 5b or
Total in Column I of Continuation Sheet----- \$ 207,550.67
6. TOTAL EARNED LESS RETAINAGE----- \$ 1,867,956.03
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)----- \$ 1,612,176.03
8. CURRENT PAYMENT DUE----- \$ 255,780.00
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 756,175.67

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$354,131.70	
Total approved this Month	\$120,000.00	
TOTALS	\$474,131.70	
NET CHANGES by Change Order	\$474,131.70	

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 therein is now due.

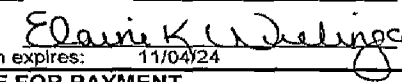
CONTRACTOR:

By:  Date: 5/20/2024

State of: Michigan

County of: Kalamazoo

Subscribed and sworn to before
me this 20th day of May, 2024

Notary Public: 
My Commission expires: 11/04/24

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising 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 ----- 1

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to 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 of Contractor under this Contract.

ELAINE K WIELINGA
Notary Public, State of Michigan
County of Kalamazoo
My Commission Expires 11-04-2024
Acting in the County of Kalamazoo

CONTINUATION SHEET

Page 2 of 2 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 5

PROJECT:

APPLICATION DATE: 05/20/24

Allen Distribution

PERIOD TO: 30-May-24

East N Ave

ARCHITECT'S PROJECT NO: 2023-61

Kalamazoo, MI

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	SESC	8,000.00	8,000.00			8,000.00	100%		
2	Strip topsoil	138,000.00	138,000.00			138,000.00	100%		
3	Balance site	536,000.00	509,200.00			509,200.00	95%	26,800.00	
4	Sanitary sewer	51,000.00						51,000.00	
5	Water main	224,000.00						224,000.00	
6	Storm sewer	409,000.00	409,000.00			409,000.00	100%		
7	Building excavation	251,700.00	251,700.00			251,700.00	100%		
8	Prep concrete	119,600.00		89,700.00		89,700.00	75%	29,900.00	
9	Prep asphalt/21AA CC	145,700.00	109,275.00			109,275.00	75%	36,425.00	
10	GPS & stake	12,000.00	12,000.00			12,000.00	100%		
11	Respread topsoil	5,000.00						5,000.00	
12	Dewatering/Stone Drive Allowance	250,000.00						250,000.00	
13	C.O. 1 Import sand	178,880.00	178,880.00			178,880.00	100%		
14	C.O. 2 Import sand	48,000.00	48,000.00			48,000.00	100%		
15	C.O. 3 Dig out truck dock/move excess soil	67,427.50	67,427.50			67,427.50	100%		
16	C.O. 4 N Ave road widening project	194,500.00		194,500.00		194,500.00	100%		
17	C.O. 5 Add to contract to construct a culvert	120,000.00						120,000.00	
18	C.O. 6 Access road on west and east side	59,824.20	59,824.20			59,824.20	100%		
19									
20									
21									
22									
23									
24									
25									
26									
27									
28									
	SUBTOTALS PAGE 2	2,818,631.70	1,791,306.70	284,200.00		2,075,506.70	74%	743,125.00	

SWORN STATEMENT

STATE OF MICHIGAN)

)SS

COUNTY OF KALAMAZOO)

Harry Martin

being duly sworn, deposes and says:

That he makes this Sworn Statement on behalf of H&K Excavating, LLC

who is a subcontractor to Majority Builders, Inc for an improvement to the following described real property situated in Kalamazoo County, Michigan and described as follows:

Allen Distribution

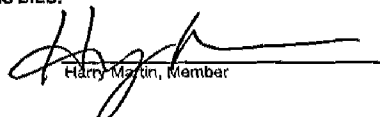
East N Ave., Kalamazoo, MI

That the following is a statement of each subcontractor and supplier with whom H&K Excavating, LLC has contracted for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names, as follows, for the period ending 4/19/2024:

Name, address and telephone number of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Previously Paid	Amount Currently Owed	Balance to Complete
Ferguson Waterworks 1931 Snow Road Lansing, MI 517-322-0300	Pipe and Fittings	\$ 222,041.59	\$ 90,362.63	\$ 105.09	\$ 131,583.67
					\$ -
					\$ -
					\$ -
Grand Valley Concrete Products 2500 S Mile Rd, N.W. Grand Rapids, MI 49534 616-453-9429	Concrete sanitary & storm manholes	\$ 27,990.33	\$ 27,990.33	\$ -	\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTALS		\$ 250,031.92	\$ 118,342.96	\$ 105.09	\$ 131,583.67

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

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

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


Harry Martin, Member

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE

SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110
OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS
AMENDED, BEING SECTION MCL 570.1110.

Subscribed and sworn to before me on this 20th day of May, 2024.

ELAINE K WIELINGA
Notary Public, State of Michigan
County of Kalamazoo
My commission Expires 11-04-2024
Acting in the County of Kalamazoo

Elaine K Wielinga
Notary Public
Kalamazoo County, Michigan
Acting in Kalamazoo County
My commission expires: 11-04-2024

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 2 PAGES

TO OWNER:
Majority Builders, Inc
62900 US 31 South
South Bend, IN 46614
FROM CONTRACTOR:
H&K Excavating, LLC
7504 Stadium Dr
Kalamazoo, MI 49009

PROJECT:
Allen Distribution
East N Ave
Kalamazoo, MI
VIA ARCHITECT:
Joseph A Dzieria & Associates

APPLICATION #: 6
PERIOD TO: 06/20/24
PROJECT NOS: 2023-61
CONTRACT DATE: 09/25/23

Distribution to:

<input checked="" type="checkbox"/>	Owner
<input checked="" type="checkbox"/>	Const. Mgr
<input checked="" type="checkbox"/>	Architect
<input checked="" type="checkbox"/>	Contractor

CONTRACT FOR: Sitework & Utilities

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM----- \$ 2,160,000.00
2. Net change by Change Orders----- \$ 545,316.70
3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 2,695,316.70
4. TOTAL COMPLETED & STORED TO DATE-\$ 2,451,591.70
(Column G on Continuation Sheet)
5. RETAINAGE:
a. 10.0% of Completed Work \$ 245,159.17
(Columns D+E on Continuation Sheet)
b. 10.0% of Stored Material \$
(Column F on Continuation Sheet)
Total Retainage (Line 5a + 5b or
Total in Column I of Continuation Sheet----- \$ 245,159.17
6. TOTAL EARNED LESS RETAINAGE----- \$ 2,206,432.53
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)----- \$ 1,867,956.03
8. CURRENT PAYMENT DUE----- \$ 338,476.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 488,884.17

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$474,131.70	
Total approved this Month	\$71,185.00	
TOTALS	\$545,316.70	
NET CHANGES by Change Order	\$545,316.70	

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 therein is now due.

CONTRACTOR:

By: 

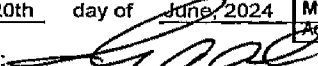
Date: 6/20/2024

State of: Michigan

County of: Van Buren

Subscribed and sworn to before me this 20th day of June, 2024

JOSEPH A. ALEXANDER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF VAN BUREN
My Commission Expires February 8, 2030
Acting in the County of Kalamazoo

Notary Public: 

My Commission expires: 02/08/2030

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising 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 for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to 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 of Contractor under this Contract.

CONTINUATION SHEET

Page 2 of 2 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 6

PROJECT:

APPLICATION DATE: 06/20/24

Allen Distribution

PERIOD TO: 20-Jun-24

East N Ave

ARCHITECT'S PROJECT NO: 2023-61

Kalamazoo, MI

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	SESC	8,000.00	8,000.00			8,000.00	100%		
2	Strip topsoil	138,000.00	138,000.00			138,000.00	100%		
3	Balance site	536,000.00	509,200.00			509,200.00	95%	26,800.00	
4	Sanitary sewer	51,000.00		51,000.00		51,000.00	100%		
5	Water main	224,000.00		224,000.00		224,000.00	100%		
6	Storm sewer	409,000.00	409,000.00			409,000.00	100%		
7	Building excavation	251,700.00	251,700.00			251,700.00	100%		
8	Prep concrete	119,600.00	89,700.00	29,900.00		119,600.00	100%		
9	Prep asphalt/21AA CC	145,700.00	109,275.00			109,275.00	75%	36,425.00	
10	GPS & stake	12,000.00	12,000.00			12,000.00	100%		
11	Respread topsoil	5,000.00						5,000.00	
12	Dewatering/Stone Drive Allowance	250,000.00						250,000.00	
13	C.O. 1 Import sand	178,880.00	178,880.00			178,880.00	100%		
14	C.O. 2 Import sand	48,000.00	48,000.00			48,000.00	100%		
15	C.O. 3 Dig out truck dock/move excess soil	67,427.50	67,427.50			67,427.50	100%		
16	C.O. 4 N Ave road widening project	194,500.00	194,500.00			194,500.00	100%		
17	C.O. 5 Add to contract to construct a culver	120,000.00						120,000.00	
18	C.O. 6 Access road on west and east side	59,824.20	59,824.20			59,824.20	100%		
19	C.O. 7 24" Roof Drain Pipe	63,685.00		63,685.00		63,685.00	100%		
20	C.O. 8 Fine Grade N Ave.	7,500.00		7,500.00		7,500.00	100%		
21									
22									
23									
24									
25									
26									
27									
28									
	SUBTOTALS PAGE 2	2,889,816.70	2,075,506.70	376,085.00		2,451,591.70	85%	438,225.00	

SWORN STATEMENT

STATE OF MICHIGAN)

)SS

COUNTY OF KALAMAZOO)

Harry Martin

being duly sworn, deposes and says:

That he makes this Sworn Statement on behalf of H&K Excavating, LLC

who is a subcontractor to Majority Builders, Inc for an improvement to the following described real property situated in Kalamazoo County, Michigan and described as follows:

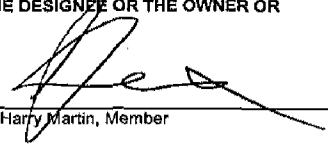
Allen Distribution**East N Ave., Kalamazoo, MI**

That the following is a statement of each subcontractor and supplier with whom H&K Excavating, LLC has contracted for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names, as follows, for the period ending 6/20/2024:

Name, address and telephone number of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Previously Paid	Amount Currently Owed	Balance to Complete
Ferguson Waterworks 1931 Snow Road Lansing, MI 517-322-0300	Pipe and Fittings	\$ 222,041.59	\$ 93,063.79	\$ 128,987.80	\$ 128,987.80
Grand Valley Concrete Products 2500 3 Mile Rd. N.W. Grand Rapids, MI 49534 616-453-9429	Concrete sanitary & storm manholes	\$ 27,980.33	\$ 27,980.33	\$ -	\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTALS		\$ 250,031.92	\$ 121,044.12	\$ 128,987.80	\$ 128,987.80

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

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

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


Harry Martin, Member
WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE

SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110
OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS
AMENDED, BEING SECTION MCL 570.1110.

Subscribed and sworn to before me on this 20 day of June, 2024.

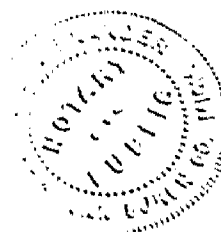
JOSEPH A ALEXANDER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF VAN BUREN
My Commission Expires February 8, 2030
Acting in the County of _____


Notary Public

Van Buren County, Michigan

Acting in Kalamazoo County

My commission expires: 02/08/2030



APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 2 PAGES

TO OWNER:
Majority Builders, Inc
62900 US 31 South
South Bend, IN 46614
FROM CONTRACTOR:
H&K Excavating, LLC
7504 Stadium Dr
Kalamazoo, MI 49009

PROJECT:
Allen Distribution
East N Ave
Kalamazoo, MI
VIA ARCHITECT:

Joseph A Dzieria & Associates

APPLICATION #: 7
PERIOD TO: 07/20/24
PROJECT NOS: 2023-61
CONTRACT DATE: 09/25/23

Distribution to:

☒ Owner
☒ Const. Mgr
☒ Architect
☐ Contractor

CONTRACT FOR: Sitework & Utilities

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM----- \$ 2,150,000.00
2. Net change by Change Orders----- \$ 619,816.70
3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 2,769,816.70
4. TOTAL COMPLETED & STORED TO DATE-\$ 2,583,916.70
(Column G on Continuation Sheet)
5. RETAINAGE:
a. 10.0% of Completed Work \$ 258,391.67
(Columns D+E on Continuation Sheet)
b. 10.0% of Stored Material \$
(Column F on Continuation Sheet)
Total Retainage (Line 5a + 5b or
Total in Column I of Continuation Sheet \$ 258,391.67
6. TOTAL EARNED LESS RETAINAGE----- \$ 2,325,525.03
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)----- \$ 2,206,432.53
8. CURRENT PAYMENT DUE----- \$ 119,092.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 444,291.67

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$739,816.70	
Total approved this Month		-\$120,000.00
TOTALS	\$739,816.70	-\$120,000.00
NET CHANGES by Change Order	\$619,816.70	

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 therein is now due.

CONTRACTOR:

By: Nylin MatusDate: 7/20/24State of: MichiganCounty of: KalamazooSubscribed and sworn to before me this 22nd day of July

NICHOLAS FISHER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF KALAMAZOO
My Commission Expires Aug 23, 2029
Acting in the County of Kalamazoo

Notary Public: [Signature]My Commission expires: Aug 23 2029**CERTIFICATE FOR PAYMENT**

In accordance with Contract Documents, based on on-site observations and the data comprising 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 for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to 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 of Contractor under this Contract.

CONTINUATION SHEET

Page 2 of 2 Pages

ATTACHMENT TO PAY APPLICATION

APPLICATION NUMBER: 7

PROJECT:

APPLICATION DATE: 07/20/24

Allen Distribution

PERIOD TO: 20-Jul-24

East N Ave

ARCHITECT'S PROJECT NO: 2023-61

Kalamazoo, MI

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not In D or E)	G		H Balance To Finish (C - G)	I Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period		Total Completed And Stored To Date (D + E + F)	% (G/C)		
1	SESC	8,000.00	8,000.00			8,000.00	100%		
2	Strip topsoil	138,000.00	138,000.00			138,000.00	100%		
3	Balance site	536,000.00	509,200.00	26,800.00		536,000.00	100%		
4	Sanitary sewer	51,000.00	51,000.00			51,000.00	100%		
5	Water main	224,000.00	224,000.00			224,000.00	100%		
6	Storm sewer	409,000.00	409,000.00			409,000.00	100%		
7	Building excavation	251,700.00	251,700.00			251,700.00	100%		
8	Prep concrete	119,600.00	119,600.00			119,600.00	100%		
9	Prep asphalt/21AA CC	145,700.00	109,275.00	36,425.00		145,700.00	100%		
10	GPS & stake	12,000.00	12,000.00			12,000.00	100%		
11	Respread topsoil	5,000.00						5,000.00	
12	Dewatering/Stone Drive Allowance	250,000.00		69,100.00		69,100.00	28%	180,900.00	
13	C.O. 1 Import sand	178,880.00	178,880.00			178,880.00	100%		
14	C.O. 2 Import sand	48,000.00	48,000.00			48,000.00	100%		
15	C.O. 3 Dig out truck dock/move excess soil	67,427.50	67,427.50			67,427.50	100%		
16	C.O. 4 N Ave road widening project	194,500.00	194,500.00			194,500.00	100%		
17	C.O. 5 Add to contract to construct a culver	120,000.00		120,000.00		120,000.00	100%		
18	C.O. 6 Access road on west and east side	59,824.20	59,824.20			59,824.20	100%		
19	C.O. 7 24" Roof Drain Pipe	63,685.00	63,685.00			63,685.00	100%		
20	C.O. 8 Fine Grade N Ave	7,500.00	7,500.00			7,500.00	100%		
21	C.O. 5 removed	(120,000.00)		(120,000.00)		(120,000.00)			
22									
23									
24									
25									
26									
27									
28									
	SUBTOTALS PAGE 2	2,769,816.70	2,451,591.70	132,325.00		2,583,916.70	93%	185,900.00	

STATE OF MICHIGAN }

COUNTY OF KALAMAZOO :)

East N Ave., Kalamazoo, MI

Name, address and telephone number of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Previously Paid	Amount Currently Owning	Balance to Complete
Perguson Waterworks 1931 Snow Road Lansing, MI 517-322-0300	Pipe and Fittings	\$ 222,041.69	\$ 118,987.80	\$ 103,589.54	\$ 103,589.00
					\$ -
					\$ -
					\$ -
					\$ -
Grand Valley Concrete Products 2600 3 Mile Rd. N.W. Grand Rapids, MI 49534 616-463-9429	Concrete sanitary & storm manholes	\$ 27,990.33	\$ 27,990.33	\$ -	\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTALS		\$ 250,031.92	\$ 146,978.13	\$ 103,589.54	\$ 103,589.00

Vylyis Harrell

H&K Excavating Page 3 of 4

SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110
OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS
AMENDED, BEING SECTION MCL 570.1110.

Subscribed and sworn to before me on this 19th day of July, 2024.

[Signature]
Notary Public

NICHOLAS FISHER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF KALAMAZOO
My Commission Expires Aug 23, 2029
Acting in the County of Kalamazoo

Kalamazoo County, Michigan

Acting in Kalamazoo County

My commission expires: [Signature] Aug 23 2029

APPLICATION AND CERTIFICATE FOR PAYMENT

PAGE 1 OF 2 PAGES

TO OWNER:
Majority Builders, Inc
62900 US 31 South
South Bend, IN 46614
FROM CONTRACTOR:
H&K Excavating, LLC
7504 Stadium Dr
Kalamazoo, MI 49009

PROJECT:
Allen Distribution
East N Ave
Kalamazoo, MI
VIA ARCHITECT:
Joseph A Dzieria & Associates

APPLICATION #: 8
PERIOD TO: 08/20/24
PROJECT NOS: 2023-61

Distribution to:

☒ Owner
☒ Const. Mgr
☐ Architect
☒ Contractor

CONTRACT DATE: 09/25/23

CONTRACT FOR: Sitework & Utilities

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. ORIGINAL CONTRACT SUM-----\$ 2,150,000.00
2. Net change by Change Orders-----\$ 457,801.70
3. CONTRACT SUM TO DATE (Line 1 +/- 2) \$ 2,607,801.70
4. TOTAL COMPLETED & STORED TO DATE-\$ 2,607,801.70
(Column G on Continuation Sheet)
5. RETAINAGE:
a. 10.0% of Completed Work \$ 260,780.17
(Columns D+E on Continuation Sheet)
b. 10.0% of Stored Material \$
(Column F on Continuation Sheet)
Total Retainage (Line 5a + 5b or
Total in Column I of Continuation Sheet-----\$ 260,780.17
6. TOTAL EARNED LESS RETAINAGE-----\$ 2,347,021.53
(Line 4 less Line 5 Total)
7. LESS PREVIOUS CERTIFICATES FOR PAYMENT
(Line 6 from prior Certificate)-----\$ 2,325,525.03
8. CURRENT PAYMENT DUE-----\$ 21,496.50
9. BALANCE TO FINISH, INCLUDING RETAINAGE
(Line 3 less Line 6) \$ 260,780.17

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	\$739,816.70	-\$120,000.00
Total approved this Month	\$18,885.00	-\$180,900.00
TOTALS	\$758,701.70	-\$300,900.00
NET CHANGES by Change Order	\$457,801.70	

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 therein is now due.

CONTRACTOR:

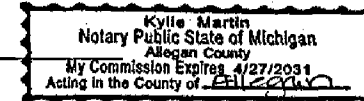
By: 

Date: 8/20/24

State of: _____

County of: _____

Subscribed and sworn to before
me this _____ day of _____



Notary Public: _____

My Commission expires: _____

CERTIFICATE FOR PAYMENT

In accordance with Contract Documents, based on on-site observations and the data comprising 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 for. Initial all figures on this application and on the Continuation Sheet that are changed to conform to 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 of Contractor under this Contract.

CONTINUATION SHEET

Page 2 of 2 Pages

ATTACHMENT TO PAY APPLICATION

PROJECT:

Allen Distribution

East N Ave

Kalamazoo, MI

APPLICATION NUMBER: 8

APPLICATION DATE: 08/20/24

PERIOD TO: 20-Aug-24

ARCHITECT'S PROJECT NO: 2023-61

A	B	C	D	E	F	G	H	I	
Item No.	Description of Work	Scheduled Value	Work Completed		Materials Presently Stored (Not In D or E)	Total Completed And Stored To Date (D + E + F)	% (G/C)	Balance To Finish (C - G)	Retainage (If Variable Rate)
			From Previous Application (D + E)	This Period					
1	SESC	8,000.00	8,000.00			8,000.00	100%		
2	Strip topsoil	138,000.00	138,000.00			138,000.00	100%		
3	Balance site	536,000.00	536,000.00			536,000.00	100%		
4	Sanitary sewer	51,000.00	51,000.00			51,000.00	100%		
5	Water main	224,000.00	224,000.00			224,000.00	100%		
6	Storm sewer	409,000.00	409,000.00			409,000.00	100%		
7	Building excavation	251,700.00	251,700.00			251,700.00	100%		
8	Prep concrete	119,600.00	119,600.00			119,600.00	100%		
9	Prep asphalt/21AA CC	145,700.00	145,700.00			145,700.00	100%		
10	GPS & stake	12,000.00	12,000.00			12,000.00	100%		
11	Respread topsoil	5,000.00		5,000.00		5,000.00	100%		
12	Dewatering/Stone Drive Allowance	250,000.00	69,100.00	180,900.00		250,000.00	100%		
13	C.O. 1 Import sand	178,880.00	178,880.00			178,880.00	100%		
14	C.O. 2 Import sand	48,000.00	48,000.00			48,000.00	100%		
15	C.O. 3 Dig out truck dock/move excess soil	67,427.50	67,427.50			67,427.50	100%		
16	C.O. 4 N Ave road widening project	194,500.00	194,500.00			194,500.00	100%		
17	C.O. 5 Add to contract to construct a culver	120,000.00	120,000.00			120,000.00	100%		
18	C.O. 6 Access road on west and east side	59,824.20	59,824.20			59,824.20	100%		
19	C.O. 7 24" Roof Drain Pipe	63,685.00	63,685.00			63,685.00	100%		
20	C.O. 8 Fine Grade N Ave	26,385.00	7,500.00	18,885.00		26,385.00	100%		
21	C.O. 5 removed	(120,000.00)	(120,000.00)			(120,000.00)			
22	C.O. 9 Credit for Dewatering	(180,900.00)		(180,900.00)		(180,900.00)			
23									
24									
25									
26									
27									
28									
	SUBTOTALS PAGE 2	2,607,801.70	2,583,916.70	23,885.00		2,607,801.70	100%		

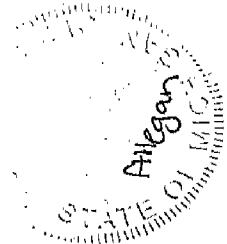
SWORN STATEMENT IS SUBJECT TO CRIMINAL PENALTIES AS PROVIDED IN SECTION 110
OF THE CONSTRUCTION LIEN ACT, ACT NO. 497 OF THE PUBLIC ACTS OF 1980, AS
AMENDED, BEING SECTION MCL 570.1110.

Subscribed and sworn to before me on this 20th day of August, 2024.



Notary Public

County, Michigan
Acting in _____ County
My commission expires: _____



SWORN STATEMENT

STATE OF MICHIGAN)

)SS

COUNTY OF KALAMAZOO)

Harry Martin

being duly sworn, deposes and says:

That he makes this Sworn Statement on behalf of H&K Excavating, LLC

who is a subcontractor to Majority Builders, Inc for an improvement to the following described real property situated in Kalamazoo County, Michigan and described as follows:

Allen Distribution

East N Ave., Kalamazoo, MI

That the following is a statement of each subcontractor and supplier with whom H&K Excavating, LLC has contracted for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names, as follows, for the period ending 8/20/2024 _____:

Name, address and telephone number of Subcontractor, Supplier, or Laborer	Type of Improvement Furnished	Total Contract Price	Amount Previously Paid	Amount Currently Owning	Balance to Complete
Ferguson Waterworks 1931 Snow Road Lansing, MI 517-322-0300	Pipe and Fittings	\$ 222,041.59	\$ 220,782.99	\$ 1,268.60	\$ - \$ - \$ - \$ - \$ -
Grand Valley Concrete Products 2500 S Mile Rd. N.W. Grand Rapids, Mi 49534 616-453-9429	Concrete sanitary & storm manholes	\$ 27,990.33	\$ 27,990.33	-	\$ - \$ - \$ - \$ - \$ - \$ - \$ -
TOTALS		\$ 250,031.92	\$ 248,773.32	\$ 1,268.60	\$ -

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

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

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

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

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

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

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

LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

Harry Martin, Member

WARNING TO DEPONENT: A PERSON, WHO WITH INTENT TO DEFRAUD, GIVES A FALSE

FINAL RECEIPT AND WAIVER OF MECHANICS' UNCONDITIONAL LIEN RIGHTS

2/24/2025

23161-0021

H&K100

2023-161

N.B. It is important that the following directions be closely followed as otherwise the receipt WILL NOT BE ACCEPTED.

1. This is a LEGAL INSTRUMENT and must be executed accordingly by officers of corporations and partners of co-partnerships.
2. It is important that ALL the blanks be completed and that the AMOUNT PAID BE SHOWN.



State of Indiana, _____ County, ss:

Check-532641

The undersigned acknowledges having received payment of

Two million six hundred seven thousand eight hundred one and 50 / 100

\$2,607,801.50

(amount paid)

from

Majority Builders, Inc.

in full payment of all

(name of payer)

SITEWORK

by the undersigned delivered or furnished

(kind of material or labor)

to (or performed at)

**GLC Phase II Addition located at Allen Distribution East N Avenue
Kalamazoo, MI**

(street address and/or legal description)

and owned by **IPUSA PAVILION 1, LLC**

NOW THEREFORE, KNOW YE, That the undersigned, for a good and valuable consideration, the receipt of which is hereby acknowledged, hereby and now waives and releases unto the said owner of said premises, any and all lien, right of lien, or claim of whatsoever kind of character on the above described building and real estate, on account of any and all labor or material, or both, furnished for or incorporated into said building by the undersigned; and further certify that the consideration moving to the undersigned for executing this Waiver of Lien has been mutually given and accepted as absolute cash payment and not as a conditional or part payment or as security for payment.

By

Harry Martin

Title

member

H&K Excavating

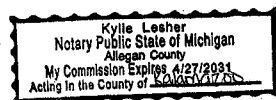
7504 Stadium Drive

Kalamazoo, MI 49009

Personally appeared before me this 3rd day of March 2025 who, being duly sworn on oath, says:
That he is member of the LLC and that he hereby acknowledges the execution of the
foregoing instrument for and on behalf of said LLC

Notary Public

My Commission Expires:



Kalamazoo

Majority

Rieth Riley

2023-161

Vendor ID	Vendor Name	Invoice Number	Inv Date	Acctg Date	Loc	Status	Description	Tax	Invoice Amount
RIE200	RIETH-RILEY CONSTRUCTION, INC.	7181289001	02/13/24	02/13/24	AP	Fully paid	23161		1,596.50 (Image)
RIE200	RIETH-RILEY CONSTRUCTION, INC.	7181289002	05/20/24	05/20/24	AP	Fully paid	23161		72,649.06 (Image)
RIE200	RIETH-RILEY CONSTRUCTION, INC.	7181289003	06/20/24	08/01/24	AP	Fully paid	23161		232,245.69 (Image)
RIE200	RIETH-RILEY CONSTRUCTION, INC.	7181289004	08/21/24	08/21/24	AP	Fully paid	23161		485,886.00 (Image)
RIE200	RIETH-RILEY CONSTRUCTION, INC.	7181289005	09/02/24	10/01/24	AP	Fully paid	23161		3,025.00 (Image)
									795,402.25



Progress Billing Invoice

From: Rieth-Riley Construction Co., Inc.
PO Box 477
Goshen, IN 46527

Invoice #: 7181289002

Date: 05/20/24

Application #: 2

To: MAJORITY BUILDERS INC
62900 US 31 SOUTH
SOUTH BEND, IN 46614

Customer Reference: 23161-0004

Invoice Due Date: 06/19/24

Payment Terms: NET 30 DAYS FROM INV DATE

Contract: 7181289. PAVILION TWP INDUSTRIAL SITE PHASE II

Cont Item	Description	Contract Amount	Contract Quantity	Quantity This Period	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date	% Compl
1	MOBILIZATION	10,000.00	1.00	0.00	0.00	LSM	10,000.00000	0.00	0.00	0.00%
2	FINE GRADING	15,000.00	1.00	0.00	0.00	LSM	15,000.00000	0.00	0.00	0.00%
3	HMA 13A 2.5"	213,675.00	19,425.00	0.00	0.00	SYS	11.00000	0.00	0.00	0.00%
4	HMA 36A 2.5"	213,675.00	19,425.00	0.00	0.00	SYS	11.00000	0.00	0.00	0.00%
5	PAVEMENT MARKINGS	1,825.00	1.00	0.00	0.00	LSM	1,825.00000	0.00	0.00	0.00%
6	CO#1: FG/HD ASPHALT NOT INSTALLED IN PHASE I	33,536.00	1.00	0.00	0.00	LSM	33,536.00000	0.00	0.00	0.00%
7	CO#2: ADDITIONAL SWEEPING/REMOB FOR STRIPING (PHASE I)	1,596.50	1.00	0.00	1.00	LSM	1,596.50000	0.00	1,596.50	100.00%
8	CO#3: N AVENUE WIDENING	207,568.75	1.00	0.35	0.35	LSM	207,568.75000	72,649.06	72,649.06	35.00%

Total Billed To Date: 74,245.56
Less Retainage: 7,424.56
Less Previous Applications: 1,436.85
Total Due This Invoice: 65,384.15



Progress Billing Invoice

From: Rieth-Riley Construction Co., Inc.
PO Box 477
Goshen, IN 46527

Invoice #: 7181289003

Date: 06/20/24

Application #: 3

To: MAJORITY BUILDERS INC
62900 US 31 SOUTH
SOUTH BEND, IN 46614

Customer Reference: 23161-0004

Invoice Due Date: 07/20/24

Payment Terms: NET 30 DAYS FROM INV DATE

Contract: 7181289. PAVILION TWP INDUSTRIAL SITE PHASE II

Cont Item	Description	Contract Amount	Contract Quantity	Quantity This Period	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date	% Compl
1	MOBILIZATION	10,000.00	1.00	0.00	0.00	LSM	10,000.00000	0.00	0.00	0.00%
2	FINE GRADING	15,000.00	1.00	0.00	0.00	LSM	15,000.00000	0.00	0.00	0.00%
3	HMA 13A 2.5"	213,675.00	19,425.00	0.00	0.00	SYS	11.00000	0.00	0.00	0.00%
4	HMA 36A 2.5"	213,675.00	19,425.00	0.00	0.00	SYS	11.00000	0.00	0.00	0.00%
5	PAVEMENT MARKINGS	1,825.00	1.00	0.00	0.00	LSM	1,825.00000	0.00	0.00	0.00%
6	CO#1: FG/HD ASPHALT NOT INSTALLED IN PHASE I	33,536.00	1.00	0.00	0.00	LSM	33,536.00000	0.00	0.00	0.00%
7	CO#2: ADDITIONAL SWEEPING/REMOB FOR STRIPING (PHASE I)	1,596.50	1.00	0.00	1.00	LSM	1,596.50000	0.00	1,596.50	100.00%
8	CO#3: N AVENUE WIDENING	207,568.75	1.00	0.65	1.00	LSM	207,568.75000	134,919.69	207,568.75	100.00%
9	CO#4: SHOULDER GRAVEL/36A WEDGING/COLD MILLING	97,326.00	1.00	1.00	1.00	LSM	97,325.62000	97,326.00	97,326.00	100.00%

Total Billed To Date: 306,491.25
Less Retainage: 30,649.13
Less Previous Applications: 66,821.00
Total Due This Invoice: 209,021.12



Progress Billing Invoice

From: Rieth-Riley Construction Co., Inc.
PO Box 477
Goshen, IN 46527

Invoice #: 7181289004

Date: 08/21/24

Application #: 4

To: MAJORITY BUILDERS INC
62900 US 31 SOUTH
SOUTH BEND, IN 46614

Customer Reference: 23161-0004

Invoice Due Date: 09/20/24

Payment Terms: NET 30 DAYS FROM INV DATE

Contract: 7181289. PAVILION TWP INDUSTRIAL SITE PHASE II

Cont Item	Description	Contract Amount	Contract Quantity	Quantity This Period	Quantity JTD	U/M	Unit Price	Amount This Period	Amount To-Date	% Compl
1	MOBILIZATION	10,000.00	1.00	1.00	1.00	LSM	10,000.00000	10,000.00	10,000.00	100.00%
2	FINE GRADING	15,000.00	1.00	1.00	1.00	LSM	15,000.00000	15,000.00	15,000.00	100.00%
3	HMA 13A 2.5"	213,675.00	19,425.00	19,425.00	19,425.00	SYS	11.00000	213,675.00	213,675.00	100.00%
4	HMA 36A 2.5"	213,675.00	19,425.00	19,425.00	19,425.00	SYS	11.00000	213,675.00	213,675.00	100.00%
5	PAVEMENT MARKINGS	1,825.00	1.00	0.00	0.00	LSM	1,825.00000	0.00	0.00	0.00%
6	CO#1: FG/HD ASPHALT NOT INSTALLED IN PHASE I	33,536.00	1.00	1.00	1.00	LSM	33,536.00000	33,536.00	33,536.00	100.00%
7	CO#2: ADDITIONAL SWEEPING/REMOB FOR STRIPING (PHASE I)	1,596.50	1.00	0.00	1.00	LSM	1,596.50000	0.00	1,596.50	100.00%
8	CO#3: N AVENUE WIDENING	207,568.75	1.00	0.00	1.00	LSM	207,568.75000	0.00	207,568.75	100.00%
9	CO#4: SHOULDER GRAVEL/36A WEDGING/COLD MILLING	97,326.00	1.00	0.00	1.00	LSM	97,326.00000	0.00	97,326.00	100.00%
11	CO#6: DOCK STALLS ADDITION	1,200.00	1.00	0.00	0.00	LSM	1,200.00000	0.00	0.00	0.00%

Total Billed To Date: 792,377.25
Less Retainage: 79,237.73
Less Previous Applications: 275,842.12
Total Due This Invoice: 437,297.40

FINAL RECEIPT AND WAIVER OF MECHANICS' UNCONDITIONAL LIEN RIGHTS

2/24/2025
23161-0004
RIE200
2023-161

N.B. It is important that the following directions be closely followed as otherwise the receipt WILL NOT BE ACCEPTED.

1. This is a LEGAL INSTRUMENT and must be executed accordingly by officers of corporations and partners of co-partnerships.
2. It is important that ALL the blanks be completed and that the AMOUNT PAID BE SHOWN.



State of ^{MI}Indiana, Benton County, ss: Check-532645

The undersigned acknowledges having received payment of

Seven hundred ninety five thousand four hundred two and 25 / 100 \$795,402.25
(amount paid)

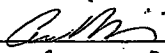
from Majority Builders, Inc. in full payment of all
(name of payer)

ASPHALT PAVING by the undersigned delivered or furnished
(kind of material or labor)

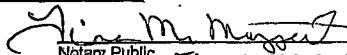
to (or performed at) GLC Phase II Addition located at Allen Distribution East N Avenue
Kalamazoo, MI
(street address and/or legal description)

and owned by IPUSA PAVILION 1, LLC

NOW THEREFORE, KNOW YE, That the undersigned, for a good and valuable consideration, the receipt of which is hereby acknowledged, hereby and now waives and releases unto the said owner of said premises, any and all lien, right of lien, or claim of whatsoever kind of character on the above described building and real estate, on account of any and all labor or material, or both, furnished for or incorporated into said building by the undersigned; and further certify that the consideration moving to the undersigned for executing this Waiver of Lien has been mutually given and accepted as absolute cash payment and not as a conditional or part payment or as security for payment.


By Adrienne Reilig
Title Office Manager
RIETH-RILEY CONSTRUCTION, INC.
1589 TOWNLINE ROAD
BENTON HARBOR, MI 49022

Personally appeared before me this 26th day of February, 2025 who, being duly sworn on oath, says:
That he is Office Mgr. of the R-IL Constr. Co., Inc. and that he hereby acknowledges the execution of the foregoing instrument for and on behalf of said Rieth-Riley Construction Co. Inc.


Notary Public Tina M. Mager

My Commission Expires: 4/27/2027

APPLICATION AND CERTIFICATE FOR PAYMENT

AIA DOCUMENT G 702

TO OWNER: IPUSA PAVILION 1, LLC
7410 ASPECT DRIVE, #100
GRANGER, IN 46530

PROJECT: GLC Pavilion - Allen Dist
East N Avenue
Kalamazoo, MI

APPLICATION NO.: 13
PERIOD TO: 11/29/2024
PROJECT NOS.: 2023-161

Distribution to:
☒ OWNER
☐ ARCHITECT
☒ CONTRACTOR
☐
☐

FROM CONTRACTOR: Majority Builders, Inc.
62900 U.S. 31 South
South Bend IN 46614

VIA ARCHITECT:

CONTRACT DATE:
INVOICE #: 202316118

CONTRACT FOR:

CONTRACTOR'S APPLICATION FOR PAYMENT

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

1. **ORIGINAL CONTRACT SUM** \$22,104,000.00
2. **Net change by Change Orders** \$779,830.00
3. **CONTRACT SUM TO DATE** (Line 1 + 2) \$22,883,830.00
4. **TOTAL COMPLETED & STORED TO DATE** \$22,883,830.00
(Column G on Continuation Sheet)
5. **RETAINAGE:**
 - a. 0.00 % of Completed Work \$0.00
(Columns D + E on Continuation Sheet)
 - b. 0.00% of Stored Material \$0.00
(Column F on Continuation Sheet)Total Retainage (Line 5a + 5b or
Total in Column I of Continuation Sheet) \$0.00
6. **TOTAL EARNED LESS RETAINAGE** \$22,883,830.00
(Line 4 less Line 5 Total)
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**
(Line 6 from prior Certificate) \$22,838,610.00
8. **CURRENT PAYMENT DUE** \$45,220.00
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
(Line 3 less line 6) \$0.00

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner	779,830.00	
Total approved this Month	0.00	
TOTALS	779,830.00	
NET CHANGES by Change Order	779,830.00	

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

CONTRACTOR: Majority Builders, Inc.

By: [Signature] Date: 11/26/2024

State of: Indiana
County of: St. Joseph
Subscribed and sworn to before
me this 26 day of November, 2024



CATHERINE A PRANGE
NOTARY PUBLIC - INDIANA
Commission No. NP0721290
My Commission Expires 07/14/2027

Notary Public:

My Commission expires: [Signature]

ARCHITECT'S CERTIFICATE FOR PAYMENT

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

AMOUNT CERTIFIED

\$ _____

(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to 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.

CONTINUATION SHEET

AIA DOCUMENT G 703

GLC Pavilion - Allen Dist

AIA Document G 702, APPLICATION AND CERTIFICATE 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. : 13

APPLICATION DATE : 11/26/2024

PERIOD TO : 11/29/2024

ARCHITECT'S PROJECT NO : 2023-161

A	B	C	D	E	F	G		H	I
ITEM NO.	DESCRIPTION OF WORK	SCHEDULED VALUE	WORK COMPLETED		MATERIALS PRESENTLY STORED (NOT IN D OR E)	TOTAL COMPLETED AND STORED TO DATE (D+E+F)	% (G/C)	BALANCE TO FINISH (C-G)	RETAINAGE
			FROM PREVIOUS APPLICATION (D + E)	THIS PERIOD					
1-00	GENERAL CONDITIONS	760,000.00	752,400.00	7,600.00		760,000.00	100.00		
2-00	TESTING ALLOWANCE	40,000.00	40,000.00			40,000.00	100.00		
3-00	CONCRETE	2,938,000.00	2,938,000.00			2,938,000.00	100.00		
4-00	MASONRY	55,000.00	55,000.00			55,000.00	100.00		
5-00	METALS	146,000.00	146,000.00			146,000.00	100.00		
6-00	CARPENTRY	15,000.00	15,000.00			15,000.00	100.00		
7-00	T&M PROTECTION	550,000.00	550,000.00			550,000.00	100.00		
8-00	DOORS/GLASS	620,000.00	620,000.00			620,000.00	100.00		
9-00	FINISHES	355,000.00	355,000.00			355,000.00	100.00		
10-00	SPECIALTIES	49,000.00	49,000.00			49,000.00	100.00		
11-00	EQUIPMENT	596,000.00	596,000.00			596,000.00	100.00		
12-00	METAL BUILDING	8,364,000.00	8,364,000.00			8,364,000.00	100.00		
13-00	FIRE SUPPRESSION	925,000.00	925,000.00			925,000.00	100.00		
14-00	MECHANICAL	1,650,000.00	1,650,000.00			1,650,000.00	100.00		
15-00	ELECTRICAL	1,165,000.00	1,165,000.00			1,165,000.00	100.00		
16-00	SITWORK/STABILIAZION	3,085,000.00	3,085,000.00			3,085,000.00	100.00		
17-00	SITE IMPROVEMENTS	791,000.00	791,000.00			791,000.00	100.00		
18-00	CHANGE ORDER #1	242,760.00	242,760.00			242,760.00	100.00		
19-00	CHANGE ORDER #2	537,070.00	537,070.00			537,070.00	100.00		
Totals		22,883,830.00	22,876,230.00	7,600.00		22,883,830.00	100.00		

**CONDITIONAL
FINAL WAIVER OF LIEN**

State of Indiana, ST. JOSEPH County, SS:

Whereas, the undersigned, Majority Builders, Inc., has been heretofore employed by **GLC IPUSA PAVILION1, LLC** to furnish certain material and labor to-wit: **PERFORM CONSTRUCTION OF GLC PAVILION ALLEN TRUCKING BUILDOUT** land owned by **GLC IPUSA PAVILION1, LLC** (the "Land Owner") for the building owned by **SAME** (the "Building Owner") and located at City of **KALAMAZOO**, County of **KALAMAZOO**, State of **MICHIGAN**.

Now, Therefore, Know Ye, that the undersigned, in consideration of the sum **FORTY FIVE THOUSAND, TWO HUNDRED TWENTY DOLLARS AND NO CENTS (\$45,220.00)** to be received shall waive unto the Land and Building Owner of said premises, any and all lien, right of lien or claim of whatsoever kind or character on the above described building and real estate **FOR AND EFFECTIVE UPON RECEIPT OF SAID AMOUNT**, on account of any and all labor, material, or both, furnished for or incorporated into said building by the undersigned, up to this date, and Majority Builders, Inc. shall further certify **UPON RECEIPT OF SAID AMOUNT** that the consideration moving to the undersigned for executing this **FINAL WAIVER OF LIEN** has been mutually given and accepted as a part payment to or on account of said Land and Building Owner for said building and real estate.

Signed, sealed and delivered this **26TH** day of **NOVEMBER 2024**.

Signed _____

Printed Rick Slagle / President

Personally appeared before me this **26TH** day of **NOVEMBER 2024**, **RICK SLAGLE**, who being duly sworn on oath, says: that he is **PRESIDENT** of Majority Builders, Inc. and that he hereby acknowledges the execution of the foregoing instrument for and on behalf of Majority Builders, Inc. and at its special instance and request.

Catherine A. Prange, Notary Public



CATHERINE A PRANGE
NOTARY PUBLIC - INDIANA
Commission No. NP0721290
My Commission Expires 07/14/2027



April 30, 2025

Great Lakes Capital
112 West Jefferson Blvd.
Suite 200
South Bend, IN 46601

Attention: Isaac Hall
Reference: IP USA Phase II Brownfield Costs
5724 East North Avenue
Kalamazoo, Michigan

Mr. Hall,

Majority Builders, Inc. was the General Contractor for the IPUSA Pavilion project located at 5724 East North Avenue, Kalamazoo, Michigan. The scope of work associated with Phase II costs on the property have been completed. The owner has satisfied all payments related to Phase II work, as indicated by the Final Waiver of Lien dated November 26, 2024.

As indicated in the Part I Brownfield Cost submission, the general conditions and overhead and profit for costs on brownfield eligible activities are equal to 5% for general conditions, and 7% of Overhead and Profit. General Conditions are shown in the AIA application and certificate for payment.

Please let me know if you have any questions.

Regards,

A handwritten signature in dark ink, appearing to read "Gary Paston", with a long horizontal flourish extending to the right.

Gary Paston
Vice President of Sales

Expenditures

Revenues

Expenses - 243 accounts	2026 Proposed	2025 Budget
1 Postage	\$ 500	\$ 100
2 Copy Charges	\$ 500	\$ 200
3 Contractual Services	\$ 30,000	\$ 20,000
4 Contractual Operations	\$ 5,000	\$ 1,000
5 Site Study	\$ 17,000	\$ 17,000
6 Contractual Other (legal)	\$ 15,000	\$ 12,000
7 Communication Expense	\$ 1,000	\$ 1,000
8 Internal Communication	\$ -	\$ 3,000
9 Travel	\$ 3,000	\$ 1,000
10 Marketing program	\$ 1,000	\$ 1,500
11 Employee Training	\$ 4,000	\$ 1,500
12 Miscellaneous	\$ 1,000	\$ 1,000
13 Indirect Costs	\$ 16,000	\$ 16,000
14 Office Supply	\$ 1,000	\$ 1,000
15 Salary Director (RG)	\$ 2,000	\$ 2,000
16 Salaries Other (MW)	\$ 80,000	\$ 78,200
17 Fringe Benefits	\$ 43,000	\$ 38,500
18 Salaries Other (RC)	\$ 5,000	\$ 5,000
19		
20		
21		
22		
23		
24		
25		
26	Total \$ 225,000	\$ 200,000

Midlink Expenses	2026 Proposed	2025 Budget
29 Local TIR Payments	\$ 500,000.00	\$ 358,000.00
30 School TIR Payments	\$ 500,000.00	\$ 460,001.00
31 Administrative	\$ 60,000.00	\$ 37,000.00
32	Total \$ 1,060,000	\$ 855,001

9008 Portage Rd Expenses	2026 Proposed	2025 Budget
35 Local TIR Payments	\$ 5,000	
36 School TIR Payments	\$ 5,000	\$ 200
37 Transfer into LBRF	\$ 500	
38 Administrative	\$ 1,000	\$ 1,800
39	Total \$ 11,500	\$ 2,000

General Mills Expenses	2026 Proposed	2025 Budget
42 Local TIR Payments to dev.	\$ 100,000	\$ 75,500
43 School TIR Payments	\$ -	\$ 250,000
44 Administrative	\$ 30,000	\$ 29,500
45	Total \$ 130,000	\$ 355,000

Graphic Packaging Expense	2026 Proposed	2025 Budget
48 Local TIR Payments to dev.	\$ 300,000	\$ -
49 School TIR Payments	\$ 200,000	\$ -
50 Administrative	\$ 30,000	\$ -
51	Total \$ 530,000	\$ -

555 E. Eliza Street Expenses	2026 Proposed	2025 Budget
54 Local TIR Payments	\$ 100,000	
55 School TIR Payments	\$ 70,000	\$ 100
56 Administrative	\$ 5,000	\$ 600
57	Total \$ 175,000	\$ 700

232 LLC Expenses	2026 Proposed	2025 Budget
60 TIR Payments	\$ 10,000	\$ 2,000
61 Administrative	\$ 1,000	\$ 1,000
62	Total \$ 11,000	\$ 3,000

Blackbird Billiards Expenses	2026 Proposed	2025 Budget
65 TIR Payments	\$ 100	\$ 550
66 School TIR Payments	\$ 900	\$ 50
67 Administrative	\$ 1,000	\$ 400
68	Total \$ 2,000	\$ 1,000

Kalamazoo West Expenses	2026 Proposed	2025 Budget
71 Local TIR Payments	\$ 7,000	\$ 4,000
72 Administrative	\$ 1,000	\$ 1,000
73	Total \$ 8,000	\$ 5,000

Metal Mechanics Expenses	2026 Proposed	2025 Budget
76 Local TIR Payments	\$ 7,000	\$ 4,000
77 Administrative	\$ 1,000	\$ 1,000
78	Total \$ 8,000	\$ 5,000

Revenues - 243	2026 Proposed	2025 Budget
Previous Fund trfr	\$ -	
Service Fees	\$ -	
TIR Collection	Prop. ADMIN	Prop. ADMIN
100 Island LLC	\$ -	\$ -
232 LLC	\$ 1,000	\$ 500
381/383 Pitcher	\$ 5,000	\$ 1,500
9008 Portage Rd	\$ 1,000	\$ 500
Blackbird	\$ 1,000	\$ 500
555 Eliza Street	\$ 5,000	\$ 10,000
General Mills	\$ 30,000	\$ 12,000
Graphic Packaging	\$ 30,000	\$ 23,000
Holiday Lanes (Delta Conf. Ctr)	\$ 5,000	\$ 3,000
IPUSA	\$ 25,000	\$ 15,000
Kalamazoo West	\$ 1,000	\$ 500
KALSEE	\$ 1,000	\$ 1,500
Kartar #6	\$ -	\$ -
Metal Mechanics	\$ 5,000	\$ 500
Midlink	\$ 60,000	\$ 37,000
Parchment Mill/City BRA	\$ -	\$ -
Scannell/FedEx	\$ 25,000	\$ 30,000
Stadium Park Way	\$ 10,000	\$ 7,000
Schupan	\$ 20,000	\$ 500
Vicksburg Mill	\$ -	\$ -
Pavilion Investors, LLC	\$ -	\$ -
Subtotal Admin	\$ 225,000	\$ 143,000
	\$ 225,000	\$ 143,000

Midlink Revenues	2026 Proposed	2025 Budget
Local TIR	\$ 560,000	\$ 395,000
School TIR	\$ 500,000	\$ -
	Total \$ 1,060,000	\$ 395,000

9008 Portage Rd. Revenues	2026 Proposed	2025 Budget
Local TIR	\$ 10,000	\$ 1,000
School TIR	\$ 1,500	\$ 1,000
	Total \$ 11,500	\$ 2,000

General Mills Revenue	2026 Proposed	2025 Budget
Local TIR	\$ 130,000	\$ 105,000
School TIR	\$ -	\$ 250,000
	Total \$ 130,000	\$ 355,000

Graphic Packaging Revenue	2026 Proposed	2025 Budget
Local TIR	\$ 330,000	\$ -
State TIR	\$ 200,000	\$ -
	Total \$ 530,000	\$ -

555 E. Eliza Street Revenue	2026 Proposed	2025 Budget
Local TIR	\$ 105,000	\$ 400
School TIR	\$ 70,000	\$ 300
	Total \$ 175,000	\$ 700

232 LLC Revenue	2026 Proposed	2025 Budget
Local TIR	\$ 11,000	\$ 3,000
	Total \$ 11,000	\$ 3,000

Blackbird Billiards Revenue	2026 Proposed	2025 Budget
Local TIR	\$ 1,100	\$ 500
School TIR	\$ 900	\$ 500
	Total \$ 2,000	\$ 1,000

Kalamazoo West Revenue	2026 Proposed	2025 Budget
Local TIR	\$ 8,000	\$ 5,000
	Total \$ 8,000	\$ 5,000

Metal Mechanics Revenue	2026 Proposed	2025 Budget
Local TIR	\$ 8,000	\$ 5,000
	Total \$ 8,000	\$ 5,000

79			
80	Stadium Park Way Expenses	2026 Proposed	2025 Budget
81	Local TIR Payments	\$ 50,000	\$ 48,000
82	School TIR Payments	\$ 70,000	\$ 66,500
83	Administrative	\$ 10,000	\$ 7,000
84	Total	\$ 130,000	\$ 121,500
85			
86	381/383 S. Pitcher Expenses	2026 Proposed	2025 Budget
87	Local TIR Payments to Dev.	\$ 12,000	\$ 15,500
88	School TIR Payments	\$ 12,000	\$ 10,500
89	Administrative	\$ 5,000	\$ 1,500
90	Total	\$ 29,000	\$ 27,500
91			
92	Delta Marriott Holiday Lanes Expenses	2026 Proposed	2025 Budget
93	Local TIR Payments	\$ 50,000	\$ 20,200
94	Administrative	\$ 5,000	\$ 1,800
95	Total	\$ 55,000	\$ 22,000
96			
97	Vicksburg Mill Expenses	2026 Proposed	2025 Budget
98	Local TIR Payments	\$ -	\$ 20,000
99	Administrative		
100	Total	\$ -	\$ 20,000
101			
102	Scannell/FedEx Expenses	2026 Proposed	2025 Budget
103	Local TIR Payments to Dev.	\$ 327,000	\$ -
104	Administrative	\$ 25,000	\$ -
105	Total	\$ 352,000	\$ -
106			
107	100 Island Ave Expenses	2026 Proposed	2025 Budget
108	Administrative	0	\$ -
109			
110	Total	\$ -	\$ -
111			
112	Packment Mill/ City BRA Expenses	2026 Proposed	2025 Budget
113	Administrative	\$ -	\$ -
114	Total	\$ -	\$ -
115	IPUSA Expenses	2026 Proposed	2025 Budget
116	Local TIR Payments	\$ 475,000	\$ 48,000
117	School TIR Payments	\$ 500,000	\$ 66,500
118	Administrative	\$ 25,000	\$ 7,000
119	Total	\$ 1,000,000	\$ 121,500
120			
121	KALSEE Expenses	2026 Proposed	2025 Budget
122	Local TIR Payments	\$ 24,000	\$ -
123	School TIR Payments	\$ 25,000	\$ -
124	Administrative	\$ 1,000	\$ -
125	Total	\$ 50,000	\$ -
126			
127	Schupan Expenses	2026 Proposed	2025 Budget
128	Local TIR Payments	\$ 40,000	\$ -
129	School TIR Payments	\$ 70,000	\$ -
130	Administrative	\$ 20,000	\$ -
131	Total	\$ 130,000	\$ -
132			
133	EGLE Loan Expenditures	2026 Proposed	2025 Budget
134	Contractual	\$ 96,200.00	
135	Travel	\$ 2,000.00	
136	Salaries	\$ 600.00	
137	Fringe	\$ 200.00	
138	Supplies	\$ 500.00	
139	Total	\$ 99,500.00	
140			
141		2026 Proposed	2025 Budget
142	GRAND TOTAL - 243 Expenses	\$4,006,000.00	\$1,417,701
143			
144			
145			
146	LBRF - Fund 643 Expenses		
147	LBRF Account Expenses	2026 Proposed	2025 Budget
148	Carry forward for future use	\$ 150,000	\$ 150,000
149	Contractual Other	\$ 50,000	\$ 25,000
150	Total	\$ 200,000	\$ 175,000

	Stadium Park Way Revenue	2026 Proposed	2025 Budget
	Local TIR	\$ 60,000	\$ 55,000
	School TIR	\$ 70,000	\$ 76,000
	Total	\$ 130,000	\$ 131,000
	381/383 S. Pitcher Revenue	2026 Proposed	2025 Budget
	Local TIR	\$ 17,000	\$ 17,000
	School TIR	\$ 12,000	\$ 12,000
	Total	\$ 29,000	\$ 29,000
	Delta Marriott/Holiday Lanes Revenue	2026 Proposed	2025 Budget
	Local TIR	\$ 55,000	\$ 22,000
	Total	\$ 55,000	\$ 22,000
	Vicksburg Mill Revenue	2026 Proposed	2025 Budget
	Local TIR	\$ -	\$ -
	Total	\$ -	\$ -
	Scannell/FedEx Revenue	2026 Proposed	2025 Budget
	Local TIR	\$ 352,000	\$ -
	Total	\$ 352,000	\$ -
	100 Island Ave Revenue	2026 Proposed	2025 Budget
	Local TIR	\$ -	\$ -
	School TIR	\$ -	\$ -
	Total	\$ -	\$ -
	Parchment Mill/ City BRA	2026 Proposed	2025 Budget
	Local TIR	\$ -	\$ -
	Total	\$ -	\$ -
	IPUSA Revenue	2026 Proposed	2025 Budget
	Local TIR	\$ 500,000	\$ 55,000
	School TIR	\$ 500,000	\$ 76,000
	Total	\$ 1,000,000	\$ 131,000
	KALSEE Revenue	2026 Proposed	2025 Budget
	Local TIR	\$ 25,000	\$ -
	School TIR	\$ 25,000	\$ -
	Total	\$ 50,000	\$ -
	Schupan Revenue	2026 Proposed	2025 Budget
	Local TIR	\$ 60,000	\$ -
	School TIR	\$ 70,000	\$ -
	Total	\$ 130,000	\$ -
	EGLE Loan Revenue	2026 Proposed	2025 Budget
	Fed Grant Rev	\$ 99,500.00	
	Total	\$ 99,500.00	
		2026 Proposed	2025 Budget
	GRAND TOTAL - 243 Revenues	\$ 4,006,000	\$ 1,091,700

LBRF - Fund 643 Revenues

LBRF Account Revenues	2026 Proposed	2025 Budget
Project Revenues	\$ 200,000.00	
Total	\$ 200,000.00	\$ 230,000.00

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

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

15	Office Supplies		
16			
17	Total	\$	-

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			
24			
25	Total	\$	7,099.00

27	Contractual Op.		
28	Fishbeck 2/14/25	\$	220.22
29	Fishbeck 3/3/25	\$	78.33
30			
31	Total	\$	298.55

32	Site Study		
34	Fishbeck 2/14/25 (KVHH)	\$	285.25
35	Fishbeck 3/3/25 (KVHH)	\$	2,323.25
36	Fishbeck 5/14/25 (KVHH)	\$	391.50
37	Total	\$	3,000.00

Contractual - Other		
Varnum Invoice (Pavilion Inv. LLC)	\$	2,212.50
Varnum Invoice (Pavilion Inv. LLC)	\$	2,550.00
Total	\$	4,762.50

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

Communication		
Total	\$	-

Travel		
BRA Staff EGLE Workshop 4/16/25	\$	67.20
BRA Staff MEDA Emerging Leaders 5/8/25	\$	73.50
Total	\$	140.70

Marketing		
Bluetree Webdesign	\$	80.00
Total	\$	80.00

Employee Training		
EGLE Workshop 4/16/25	\$	30.00
MEDA Emerging Leaders 5/8/25	\$	80.00
Total	\$	110.00

*corrected from \$35

Miscellaneous		
Total	\$	-

Indirect Cost alloc.		
Total	\$	-

Interest Expense		
Total	\$	-

Total Expenses	\$	40,634.88
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KCBRA Admin Account Balance \$698,646.26

Estimated KCBRA Fund amounts with Encumbrances & TIR Held for Reimbursement:

Fund 243 General Fund \$5,800,765.12

Fund 242 LBRF \$4,787,072.63

KCBRA Fund 242 Local Brownfield Revolving Fund
5/16/25

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	
Transfer from General Mills 2/24/22	310,467.33		310,467.33	
Transfer from RAI Jets 4/29/22	13,871.91		13,871.91	
Transfer from Corner @ Drake 4/29/22	217,535.53		217,535.53	
Transfer from Metal Mechanics 6/23/22	2,332.92		2,332.92	
Envirologic WO#2021-2 3800 Wynn Road BEA Due Care		225.00	-225.00	
Transfer from Scannell 9/22/22	9,245.50		9,245.50	
Transfer from General Mills 11/17/22	48,943.82		48,943.82	
440 NC, LLC invoice packet 5/25/23		15,000.00	-15,000.00	
Transfer from 9008 Portage Road 8/24/23	458.41		458.41	
Transfer from RAI Jets pending 8/24/23	9,033.35		9,033.35	
Transfer 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		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		18,058.69	
Dividends from Michigan CLASS investment \$4.6 M 4/30/25	17,464.59		17,464.59	
Fishbeck WO #2025-3 Rooney's Sould Food Wagon 5/14/25		4,633.16	-4,633.16	
Fishbeck #WO 2025-2 KV Habitat for Humanity 5/14/25		2,086.00	-2,086.00	
Transfer from KALSEE Credit Union 5/22/25	7,426.54		7,426.54	
Subtotals	5,471,036.65	180,557.38	5,290,479.27	
Fund 242 TOTAL to date				\$ 5,290,479.27
Estimated amount less encumbrances				
Dividends 2025 Year to Date	4,787,072.63	See Expense Detail 2025 for outstanding workorders		
Total Dividend Deposits to Date	70,291.38			
	243,081.29			