
KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

MEETING DATE: Thursday, June 26, 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 (May 22nd Meeting Canceled)
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
 - iv. **\$4,351.86** – Fishbeck Invoice 451612 (W.O. 2025-1 Gen. Env.)
 - 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)
 5. **\$4,946.16** – Kalamazoo West 10th TIR 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.)

- ii. **\$1,125.90** – Fishbeck Invoice 451690 (WO#2 Outreach and Programmatic)
- iii. **\$334.31** - Fishbeck Invoice 451617 (WO#18 J. Smith Ent.)

d. **From LBRF Fund:**

- i. **\$4,633.16** – Fishbeck Invoice 451050 (W.O. 2025-3 RSFW - 5928 E. MI)
- ii. **\$7,366.50** – Fishbeck Invoice 451637 (W.O. 2025-3 RSFW – 5928 E. MI)

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. **Action:** Maple Hill Leaseholds, LLC
 - i. Subaru Project Brownfield Plan
 - ii. Subaru Project Development Agreement
- c. **Action/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)
- d. **Action:** Developer Invoice Packets for Eligible Expenses in Brownfield Plans
 - 1. IPUSA Invoice Packet #2 total \$2,008,423.90
- e. **Action:** EGLE Loan Extension Request from Vicksburg Mill Paper City Development
- f. **Action/Discussion:** KCBRA Fund 242 & 243 Budget 2025 & 2026 Budgets
 - i. KCBRA Fiscal Year 2026 Budget Proposal
 - ii. KCBRA Fiscal Year 2025 Budget Amendment (Adopt 2026 Proposal Metrics)
 - iii. KCBRA Application Fee Amount (Finance Deadline 7/7/25)
- g. **Action:** 2025 National Brownfields Conference August 4th-8th Chicago, IL
 - i. \$2,000 Budget for Brownfield Redevelopment Administrator (BRA Staff)
- h. **Action/Discussion:** Funding BRA Staff for Certified Economic Developer Certificate
 - i. **\$325.00** – MEDA Active Membership Fee
 - ii. **\$645.00** – 2025 Michigan's Economic Development Basic Course Fee (nonmembers \$870) September 9th - 11th, 2025, in Lansing, MI

8. Financial Reports

- a. **Discussion:** KCBRA General Fund 243
- b. **Discussion:** KCBRA Local Brownfield Revolving Fund 242 Report
 - i. Emerging Developer Fund Ad-Hoc Committee Update

9. Staff Report/Updates

- a. BRA Staff attended MEDA 2025 Emerging Leaders Spring Training 5/8/25
- b. Lana Escamilla appointed to KCBRA/EDC Board on 5/20/25 & KCBRA 101 6/16/25
- c. KCBRA Website Updates and New Project Profiles Added
- d. BRA Staff interviewed with Center for Community Progress Team for Kalamazoo County Land Bank Strategic Planning on 6/10/25

10. Other

11. Board Member Comments

12. Adjournment

Next Regular Meeting: Thursday, July 24, 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.

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

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Macy Rose Walters
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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



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,,,,

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**Payment Options**

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

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

June 09, 2025

Project No: 2304540.02
 Invoice No: 000000451612

Project 2304540.02 KCBRA/W.O. 2025-1 Gen Environmental Review
For Professional Services through May 28, 2025

General Review 2025

Labor

	Hours	Rate	Amount	
Senior Hydrogeologist	.75	150.00	112.50	
Staff Environmental Specialist	21.00	100.00	2,100.00	
Senior Geologist	12.00	134.00	1,608.00	
Totals	33.75		3,820.50	
Total Labor				3,820.50

Reimbursable Expenses

Mileage				
2/27/2025	Mulholland, Logan	Travel to KCBRA BRA Meeting	71.30	
3/10/2025	Mulholland, Logan	Travel to Pavilion Twp	61.75	
3/18/2025	Mulholland, Logan	Travel to Kzoo BOC	71.30	
Miscellaneous				
2/27/2025	Mulholland, Logan	Parking	4.13	
3/18/2025	Mulholland, Logan	Parking at Kzoo BOC	5.23	
Total Reimbursables			213.71	213.71

Unit Billing

Mileage - Company Vehicle	17.0 Miles @ 0.95	16.15	
Total Units		16.15	16.15

Billing Limits

	Current	Prior	To-Date
Total Billings	4,050.36	7,113.58	11,163.94
Limit			20,000.00
Remaining			8,836.06

Total this Phase 4,050.36

Billings to Date

	Current	Prior	Total
Fee	0.00	7,113.58	7,113.58
Labor	3,820.50	0.00	3,820.50
Expense	213.71	0.00	213.71
Unit	16.15	0.00	16.15
Totals	4,050.36	7,113.58	11,163.94

Contractural Administrative Support 2025

Labor

	Hours	Rate	Amount	
Senior Geologist	2.25	134.00	301.50	
Totals	2.25		301.50	
Total Labor				301.50

Billing Limits	Current	Prior	To-Date	
Total Billings	301.50	298.55	600.05	
Limit			1,000.00	
Remaining			399.95	
			Total this Phase	301.50

Billings to Date

	Current	Prior	Total	
Fee	0.00	298.55	298.55	
Labor	301.50	0.00	301.50	
Totals	301.50	298.55	600.05	
			Total this Invoice	4,351.86

Billings to Date

	Current	Prior	Total
Fee	0.00	7,412.13	7,412.13
Labor	4,122.00	0.00	4,122.00
Expense	213.71	0.00	213.71
Unit	16.15	0.00	16.15
Totals	4,351.86	7,412.13	11,763.99

Kalamazoo County Brownfield Redevelopment Authority Reimbursement Analysis Review

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

May 22, 2025

KCBRA			State	Local	Total
Expenditures	<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
<i>Administrative</i>				\$ -	\$ -
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	\$ 18,307.39
Payments	<i>Approved</i>	<i>Distributed</i>			
KCBRA		Sept 2014	\$ 617.89	\$ 601.54	\$ 1,219.43
KCBRA		12/31/2015		\$ 81.67	\$ 81.67
KCBRA		12/31/2015	\$ 505.09	\$ 597.94	\$ 1,103.03
KCBRA		12/15/2016	\$ 501.52	\$ 67.54	\$ 569.06
KCBRA		12/15/2016		\$ 612.15	\$ 612.15
KCBRA		12/22/2017	\$ 570.58	\$ 760.54	\$ 1,331.12
KCBRA		2018	\$ 601.00	\$ 846.00	\$ 1,447.00
KCBRA		2019	\$ 860.24	\$ 1,231.65	\$ 2,091.89
KCBRA		2020	\$ 1,269.73	\$ 2,488.29	\$ 3,758.02
KCBRA		4/28/22	\$ 2,009.83	\$ 3,269.62	\$ 5,279.45
KCBRA		3/23/2023		\$ 167.87	\$ 167.87
KCBRA		3/28/2024		\$ 252.79	\$ 252.79
KCBRA		12/31/24		\$ 393.91	\$ 393.91
Subtotal KCBRA			\$ 6,935.88	\$ 11,371.51	\$ 18,307.39
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	\$ 81.00		\$ 81.00
State of Michigan Payment (2018 SET 3 mils)			\$ 87.00		\$ 87.00
State of Michigan Payment (2019 SET 3 mils)			\$ 125.00		\$ 125.00
State of Michigan Payment (2020 SET 3 mils)		12/31/2021	\$ 266.00		\$ 266.00
State of Michigan Payment (2021 SET 3 mils)		12/31/2022	\$ 379.00		\$ 379.00
State of Michigan Payment (2022 SET 3 mils)		12/31/2023	\$ 392.00		\$ 392.00
State of Michigan Payment (2023 SET 3 mils)		12/31/2024	\$ 435.00		\$ 413.00
State of Michigan Payment (2024 SET 3 mils)		pending	\$ 435.00		\$ 435.00
Total			\$ 2,343.50		\$ 2,321.50
Developer	<i>Estimated</i>	<i>Invoiced</i>	State	Local	Total
Expenditures					
<i>Eligible Developer Expense</i>					
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>	State	Local	Total
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

KCBRA		<u>Local</u>		<u>Total</u>
Expenditures	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
Payments		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			\$	-
Developer		<u>Local</u>	<u>Total</u>	
Expenditures	Approved			
Interest Eligible Developer Expense				
Phase I ESA		\$	\$	-
Demolition Permits		\$	\$	-
Asbestos Survey	7/25/2019	\$ 120.00	\$	120.00
Asbestos Abatement	7/25/2019	\$ 1,000.00	\$	1,000.00
Demolition	7/25/2019	\$ 76,312.50	\$	76,312.50
Disposal	7/25/2019	\$ 1,713.76	\$	1,713.76
Brownfield Plan	7/25/2019	\$ 5,000.00	\$	5,000.00
BRA Application	7/25/2019	\$ 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

KCBRA			State	Local	Total
Expenditures	Estimate	Invoiced/Approved			
<i>Administrative</i>					
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
Payments					
KCBRA	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	
State of Michigan (2024 1/2 SET)	pending	\$ 1,297.00		\$ 1,297.00	
Total				\$ 6,641.50	
Developer					
Expenditures	WP Approved	BRA	State	Local	Total
Eligible Developer Expense	Estimate	Approved			
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					
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
5/22/2025	pending		\$ 8,940.90	\$ 14,525.38	\$23,466.28
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

KCBRA		<u>State</u>	<u>Local</u>	<u>Total</u>
Expenditures	approved			
<u>Plan Related Expenses</u>				
Legal Fees			\$ 1,147.00	\$ 1,147.00
<u>Administrative</u>				
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
Payments	Approved	Distributed		
KCBRA '23 Admin and PR Expenses	3/23/24	12/31/23	\$ -	\$ 2,049.22
KCBRA '24 Admin	3/27/25	12/31/24	\$ -	\$ 1,245.89
Subtotal KCBRA			\$ -	\$ 3,295.11
Remaining Balances after Payments				
Subtotal KCBRA			\$ -	\$ -

State Brownfield Fund Payment		<u>State</u>	<u>Local</u>	<u>Total</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

Developer		<u>State</u>	<u>Local</u>	<u>Total</u>
Expenditures				
Eligible Developer Expense	Approved			
<u>Due Care Activities:</u>				
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
<u>Environmental Response Activities:</u>				
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	6/27/2024	\$ 9,463.00	\$ 298,592.00	\$ 308,055.00
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)		<u>State</u>	<u>Local</u>	<u>Total</u>
total allowed by BF plan		9,463.00	298,592.00	308,055.00
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	298,592.00

Kalamazoo County Brownfield Redevelopment Authority Reimbursement Analysis Review

Kalamazoo West Professional Center - Oshtemo Twp bra010

June 26, 2025

KCBRA			<u>Local</u>		<u>Total</u>
5	Expenditures	<i>Estimate</i>	<i>Invoiced</i>		
6	<i>BFP Related Expenses</i>			\$	-
7	Brownfield Plan	\$ 4,000.00	\$ 3,007.50	\$	3,007.50
8	Brownfield Plan		\$ 262.50	\$	262.50
9	Brownfield Invoice review		\$ 210.00	\$	210.00
10	<i>Administrative cap est. \$5,000</i>			\$	-
11	2016 BRA Admin. Expenses		\$ 459.19	\$	459.19
12	2017 BRA Admin. Expenses		370.18		370.18
13	2018 BRA Admin. Expenses		419.23		419.23
14	2019 BRA Admin. Expenses		200.37		200.37
15	2020 BRA Admin. Expenses		176.42		176.42
16	2021 BRA Admin. Expenses		97.71		97.71
17	2022 BRA Admin. Expenses		99.94		99.94
18	2023 BRA Admin. Expenses		157.28		157.28
19	2024 BRA Admin. Expenses		254.14		254.14
20	Subtotal KCBRA	\$ 4,000.00	\$ -	\$ 5,714.46	\$ 5,714.46
21	Payments to KCBRA		Distributed		
22	KCBRA		\$ -	\$	-
23	KCBRA Payment 1/18/2018	\$ 1,238.33		\$	1,238.33
24	KCBRA payment 5/25/2018	\$ 3,071.04		\$	3,071.04
25	KCBRA payment 6/27/2019	\$ 419.23		\$	419.23
26	KCBRA payment 2/27/20	\$ 200.37	12/31/2019	\$	200.37
27	KCBRA payment 2/28/21	\$ 176.42	12/31/2020	\$	176.42
28	KCBRA payment 2/24/22	\$ 97.71	12/31/2021	\$	97.71
29	KCBRA payment 3/23/2023	\$ 99.94	12/31/2022	\$	99.94
30	KCBRA payment 3/28/2024	\$ 157.28	12/31/2023	\$	157.28
31	KCBRA payment 2/28/2025	\$ 254.14	12/31/2024	\$	254.14
32	Subtotal KCBRA		\$ -	\$	5,714.46
33					
34	Remaining Balances after Payments			\$	-
35	Subtotal Remaining to KCBRA			\$	-
36	Developer		<u>Local</u>		<u>Total</u>
37	Expenditures/Invoices/Eligible Costs		Date of Approval		
38	Phase I ESA		6/22/2017	\$ 2,300.00	\$ 2,300.00
39	Interior Demolition		6/22/2017	\$ 111,500.00	\$ 111,500.00
40	Total			\$ 113,800.00	\$ 113,800.00
41	Payments to Developer		Distributed		
42	1st TIR reimbursement (2017 TIR)		7/26/2018	\$ 1,255.68	\$ 1,255.68
43	2nd TIR reimbursement (2018 TIR)		7/11/2019	\$ 4,821.37	\$ 4,821.37
44	3rd TIR reimbursement (2019 TIR)		3/11/2020	\$ 1,037.21	\$ 1,037.21
45	4th TIR reimbursement (2020 TIR)		8/4/2020	\$ 4,704.34	\$ 4,704.34
46	5th TIR reimbursement (2020 TIR rem)		7/26/2021	\$ 5,847.97	\$ 5,847.97
47	6th TIR reimbursement (2021 TIR)		3/2/2022	\$ 1,031.21	\$ 1,031.21
48	7th TIR reimbursement (2021 TIR rem)		6/23/2022	\$ 4,097.19	\$ 4,097.19
49	8th TIR reimbursmeent (2022)		8/24/2023	\$ 4,220.87	\$ 4,220.87
50	9th TIR reimbursement (2023)		6/27/2024	\$ 4,608.20	\$ 4,608.20
51	10th TIF reimbursement (2024)	pending		\$ 4,946.16	\$ 4,946.16
52	Subtotal Payments to Developer			\$ 36,570.20	\$ 36,570.20
53	Subtotal Remaining to Developer			\$ 77,229.80	\$ 77,229.80
54	Total Remaining Balances of all Entities			\$	77,229.80

**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: 2411710.00

Invoice No: 000000451035

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
 Macy Walters
 201 West Kalamazoo Avenue
 Kalamazoo, MI 49008

June 09, 2025

Project No: E210229.00

Invoice No: 000000451609

Project E210229.00 KCBRA/FY21 EPA Assessment Grant -W.O. 2 Community Outreach
 and Programmatic

For Professional Services through May 28, 2025**Labor**

	Hours	Rate	Amount	
Brownfield Project Analyst	2.25	74.30	167.18	
Hydrogeologist	2.75	86.00	236.50	
Senior Brownfield Specialist	2.00	95.50	191.00	
Brownfield Project Analyst	6.00	86.00	516.00	
Administrative Assistant	.25	60.89	15.22	
Totals	13.25		1,125.90	
Total Labor				1,125.90

Billing Limits

	Current	Prior	To-Date
Total Billings	1,125.90	16,971.11	18,097.01
Limit			18,100.00
Remaining			2.99

Total this Invoice**1,125.90****Billings to Date**

	Current	Prior	Total
Fee	0.00	16,971.11	16,971.11
Labor	1,125.90	0.00	1,125.90
Totals	1,125.90	16,971.11	18,097.01

**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

June 09, 2025
 Project No: 2411710.00
 Invoice No: 000000451617

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

For Professional Services through May 28, 2025

Brownfield Plan

Due Diligence

Labor

	Hours	Rate	Amount	
Brownfield Project Analyst	2.25	74.30	167.18	
Senior Brownfield Specialist	1.75	95.50	167.13	
Totals	4.00		334.31	
Total Labor				334.31
Total this Task				334.31
Total this Phase				334.31

Billings to Date

	Current	Prior	Total
Fee	0.00	1,489.13	1,489.13
Labor	334.31	793.29	1,127.60
Totals	334.31	2,282.42	2,616.73

Billing Limits

	Current	Prior	To-Date
Total Billings	334.31	21,839.36	22,173.67
Limit			34,495.00
Remaining			12,321.33

Total this Invoice **334.31**

Billings to Date

	Current	Prior	Total
Fee	0.00	21,046.07	21,046.07
Labor	334.31	793.29	1,127.60
Totals	334.31	21,839.36	22,173.67

**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
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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

**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
 201 West Kalamazoo Avenue
 Kalamazoo, MI 49008

June 09, 2025
 Project No: 2500502.00
 Invoice No: 000000451637

Project 2500502.00 KCBRA/W.O. 2025-3 –5928 E. Michigan Avenue, Kalamazoo, MI
 W.O. 2025-3, Amendment No. 1

For Professional Services through May 28, 2025

Phase I ESA

Billing Limits	Current	Prior	To-Date
Total Billings	0.00	2,985.66	2,985.66
Limit			3,000.00
Remaining			14.34

Total this Phase**Billings to Date**

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

Hazardous Materials Inspection

Labor

	Hours	Rate	Amount
Staff Environmental Specialist	.50	96.00	48.00
Senior Geologist	.25	134.00	33.50
Totals	.75		81.50

Total Labor**81.50**

Billing Limits	Current	Prior	To-Date
Total Billings	81.50	546.00	627.50
Limit			6,000.00
Remaining			5,372.50

Total this Phase**81.50****Billings to Date**

	Current	Prior	Total
Labor	81.50	546.00	627.50
Totals	81.50	546.00	627.50

BEA/Due Care

Labor

	Hours	Rate	Amount	
Scientist	5.00	106.00	530.00	
Senior Hydrogeologist	1.00	150.00	150.00	
Production Support	1.75	96.00	168.00	
Totals	7.75		848.00	
Total Labor				848.00

Billing Limits

	Current	Prior	To-Date	
Total Billings	848.00	0.00	848.00	
Limit			5,000.00	
Remaining			4,152.00	
		Total this Phase		848.00

Billings to Date

	Current	Prior	Total
Labor	848.00	0.00	848.00
Totals	848.00	0.00	848.00

GPR Survey

Labor

	Hours	Rate	Amount	
Senior Hydrogeologist	6.00	150.00	900.00	
Totals	6.00		900.00	
Total Labor				900.00

Consultants

Subconsultant				
5/23/2025	Facility Management		1,360.00	
	Consultants Intl			
Total Consultants			1,360.00	1,360.00

Billing Limits

	Current	Prior	To-Date	
Total Billings	2,260.00	422.00	2,682.00	
Limit			2,700.00	
Remaining			18.00	
		Total this Phase		2,260.00

Billings to Date

	Current	Prior	Total
Labor	900.00	422.00	1,322.00
Consultant	1,360.00	0.00	1,360.00
Totals	2,260.00	422.00	2,682.00

Sub-Slab Soil Gas Sampling

Labor

	Hours	Rate	Amount	
Scientist	8.50	106.00	901.00	
Technician	1.25	129.00	161.25	
Senior Hydrogeologist	3.50	150.00	525.00	
Staff Hydrogeologist	6.25	118.00	737.50	
Totals	19.50		2,324.75	
Total Labor				2,324.75

Consultants

Subconsultant

5/23/2025	Merit Laboratories		1,000.00	
5/27/2025	EDR	Database report	300.00	
	Total Consultants		1,300.00	1,300.00

Unit Billing

Drill, Hammer	0.5 Days @ 60.00	30.00	
Field Supplies	1.0 Each @ 40.00	40.00	
Meter 4-Gas	0.5 Days @ 65.00	32.50	
Meter Helium Detector (Restek) with Heli	1.0 Day @ 50.00	50.00	
Mileage - Company Vehicle	5.0 Miles @ 0.95	4.75	
PID (PPM)	0.5 Days @ 100.00	50.00	
Vapor Pins Kit (pin,cover,tubing,vac)	3.0 Each @ 115.00	345.00	
Total Units		552.25	552.25

Billing Limits

	Current	Prior	To-Date
Total Billings	4,177.00	679.50	4,856.50
Limit			7,000.00
Remaining			2,143.50
		Total this Phase	4,177.00

Billings to Date

	Current	Prior	Total
Labor	2,324.75	679.50	3,004.25
Consultant	1,300.00	0.00	1,300.00
Unit	552.25	0.00	552.25
Totals	4,177.00	679.50	4,856.50
		Total this Invoice	7,366.50

Billings to Date

	Current	Prior	Total
Labor	4,154.25	4,610.00	8,764.25
Expense	0.00	23.16	23.16
Consultant	2,660.00	0.00	2,660.00
Unit	552.25	0.00	552.25
Totals	7,366.50	4,633.16	11,999.66

**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



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

Business Information

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.

Proposed Project Site Information

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

Yes X

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

Tax Base Information

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

Business Information

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

Proposed Project Site Information

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 ☒

Architectural/Site Plans ☐

Project Team

Bank/Financing: Kalamazoo Forward Ventures

Legal Counsel: Hamilton Law

Environmental Consultant: Ann Gilchrist (EGLE)

Architect:

Construction Management:

Other:

Proposed Brownfield Funding Requested

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

Scope of Services

Contract for Professional Services
Kalamazoo County Brownfield Redevelopment Authority
Applicable to Agreement Dated March 7, 2022, Addendum No. 3 and assigned to FISHBECK
Work Order No. 2025-4 Dated May 22, 2025

Between

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

And

FISHBECK
2960 INTERSTATE PARKWAY
KALAMAZOO, MICHIGAN 49048

Subject Matter: Flowers Automotive Recyclers Site -1008 E. Crosstown Parkway, 1016 E. Crosstown Parkway, 1107 Fourth Street, and 1011 Fourth Street, Kalamazoo

Funding Source: Local Brownfield Revolving Fund

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:"

<u>David A. Stegink</u>	<u>(269) 342-1100</u>
Name (FISHBECK)	Phone

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

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

ACCEPTED AND AGREED TO:

KALAMAZOO COUNTY BROWNFIELD
 REDEVELOPMENT AUTHORITY (CLIENT)

FISHBECK

By Ken Peregon
 Title Chair

By David A. Stegink
 Title Vice President/Brownfield Program Manager

Signature _____
 Date _____

Signature _____
 Date _____

I. Scope of Services

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.

Phase I ESA

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.

Ground Penetrating Radar Survey

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.

II. Compensation

Phase I ESA.....	\$ 3,500
GPR Survey.....	<u>\$ 3,200</u>
Total	\$ 6,700

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.

III. Schedule

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

MEMORANDUM

TO: Kalamazoo County Brownfield Redevelopment Authority (KCBRA)

FROM: Macy Walters, Brownfield Redevelopment Administrator

DATE: June 26, 2025

SUBJECT: KCBRA Project Description and Brownfield Analysis for the redevelopment of a site, determined to be functionally obsolete, consisting of one parcel totaling 11.14 acres Parcel ID: 39-05-14-330-021 in Kalamazoo, MI 49009, located in Oshtemo Township.

1. Project Background

The purpose of this Brownfield Plan is to support the growth of a local business and facilitate the redevelopment of the functionally obsolete former Westside Medical Building, totaling 11.14 acres Parcel ID: 39-05-14-330-021 in Kalamazoo, MI 49009, in Oshtemo Township. This brownfield plan supports the redevelopment of a functionally obsolete structure by demolishing the one-story portion of the structure and remodeling the two-story brick building, resulting in approximately 49,200 square feet and the addition of a showroom, sales office, service repair facility, and warehouse space. This overall private investment of \$12 million is expected to retain 37 jobs at this location, retain 133 jobs within the company, and create an additional 31 new jobs and would increase the property tax base within Kalamazoo County. The development will allow for the extension of Seeco Drive, which supports future redevelopment plans for Oshtemo Township.

Parcels Included: 39-05-14-330-021

Overall, this project is set to serve a public purpose to Kalamazoo County by returning a functionally obsolete property back into productive use, increasing the tax base in the township and the county, retaining and creating jobs, and a development that utilizes renewable energy and energy-efficient design elements. Consistent with Maple Hill Auto Group's commitment to giving back to the Kalamazoo community, the building will be specifically designed to lock the showroom portion after hours so that a community space that includes a gathering space, restrooms, and kitchenette amenities can be rented out to local nonprofits free of charge. The project has an anticipated private investment of \$12 million into the community.

Construction is expected to commence in Summer 2025 and is estimated to be completed in 18-months, by the end of 2026.

The total cost of developer eligible activities is anticipated to be limited to \$927,300.00 or 14 years of capture. Kalamazoo County Brownfield Redevelopment Authority (KCBRA) administrative costs are anticipated to be \$132,763. The capture of tax increment revenue for the Local Brownfield Revolving Fund (LBRF) is estimated to be \$403,193. The estimated maximum amount of tax increment revenue (TIR) available to capture is \$171,139.00 of statutorily allowed pre-approved state taxes and

\$1,327,630.00 of local tax increment revenue (TIR) spread over 19 years. The taxable value of the parcel is estimated to increase from \$1,529,600 in 2025 to \$3,900,000 by the end of development in 2026.

2. The Brownfield Plan Process

The Brownfield Plan will allow the KCBRA to use Tax Increment Financing (TIF) to reimburse a portion of the Developer's eligible expenses related to environmental due diligence activities, lead and asbestos abatement, building and site demolition, 15% contingency (not on pre-approved state tax capture eligible expenses), brownfield plan preparation and implementation. In addition to reimbursement to the Developer, the Brownfield Plan will include reimbursement of any department specific activities such as Kalamazoo County Brownfield Redevelopment Authority (KCBRA) Administrative fees and five full years of capture into the Local Brownfield Revolving Fund (LBRF).

Brownfield Plan Summary Points:

Eligible Property:

The property located at 6565 West Main Street, Kalamazoo, Michigan 49009, consists of one parcel located in Oshtemo Township and Kalamazoo County, which has recently been split. The new 11.14-acre parcel has a parcel identification number of 39-05-14-330-021 and is currently zoned as 201 Commercial within the C, Local Business District with a Special Land Use as a vehicle sales lot approved by the township per Section 18.40 of the Township Zoning Ordinance. The property meets brownfield eligibility as "functionally obsolete" as defined by the Brownfield Redevelopment Financing Act, Act 381 of 1996, as amended and as designated by the Oshtemo Township Assessor. The Functional Obsolescence Determination is attached as Appendix 5. A property location map is also included as Figure 1, and a site plan is included as Figure 2.

Eligible Costs:

Public Infrastructure Improvements, Site Preparation, the Financing Gap of the for-sale housing units, Contingency of 15%, Brownfield Plan Design and Implementation, the Kalamazoo County Brownfield Redevelopment Authority Administration Fees, and capture into the Local Brownfield Revolving Fund.

Length of Plan:

19 years in total, with the last five years capturing into the LBRF. Tax capture will begin in 2027, after the adoption of the Brownfield Plan, the capture of tax increment can be delayed for five years or begin as soon as eligible costs are submitted and approved.

State Taxes:

State Taxes will be captured for MI PA Act 381 pre-approved statutorily allowed activities, Phase I Environmental Site Assessment, Hazardous Materials Surveys, and Site Demolition Costs up to \$250,000.00.

The Brownfield Plan must be approved by the KCBRA, Oshtemo Township, and the Kalamazoo County Board of Commissioners. The adoption process will include a Public Hearing notification and meeting, a notification to all affected taxing jurisdictions, a resolution approving the Plan by the governing body of the local jurisdiction, and a resolution adopting the Plan by the County Board of Commissioners.

After the adoption of the Brownfield Plan, the capture of tax increment can be delayed for five years or begin as soon as eligible costs are submitted and approved. Once the Plan begins capture, the Plan is limited to a total of 19 years, inclusive of five full years of tax capture for the Local Brownfield Revolving Fund (LBRF).

Summer and Winter taxes should be collected yearly and distributed as follows: a portion (tentatively 10%) of taxes will be reserved for the Authority administration fees and the remaining tax capture to be reimbursed to the developer and other parties as outlined in the Brownfield Plan and Reimbursement Schedule for approved reimbursable costs.

All taxing jurisdictions will continue to collect taxes on the 2025 Taxable Value of the property. Following the reimbursement of eligible costs, the KCBRA will capture Tax Increment Revenue for an additional five years for the Local Brownfield Revolving Fund to aid in the redevelopment of additional Brownfield eligible projects in Kalamazoo County. The Oshtemo Township will see an increase in taxes collected due to the redevelopment of the property.

During the Plan, the KCBRA will be responsible for reviewing and approving submitted reimbursement requests and managing the tax capture and payments. Developer and KCBRA Administrative eligible costs are expected to take 14-19 years for reimbursement. It is estimated that full capture of eligible costs and eligible administrative expenses of the KCBRA will be completed by 2045.

Tax increment collected by the KCBRA to reimburse eligible costs is as follows:

2025 Expected Base Taxable Value: \$1,529,600.00

2027 Estimated New Expected Taxable Value: \$3,900,000.00

Taxable Value Increment available: \$2,370,400.00

Estimated Total taxes collected by the KCBRA per taxing jurisdiction (on \$2,370,400 Tax Increment):

*Based on 2024 millage rates

KRESA (includes specific)	\$ 363,580.00
KVCC	\$ 144,468.00
County Operating	\$ 240,713.00
County Public Safety	\$ 74,732.00
County Seniors	\$ 18,037.00
County 911	\$ 33,563.00
KCTA	\$ 16,161.00
CCTA	\$ 46,541.00
County Housing Fund	\$ 38,731.00
Oshtemo Township	\$ 78,150.00

County Roads	\$ 65,125.00
Kalamazoo Public Library	\$ 202,633.00
County Veteran Fund	\$ 5,194.00
Kalamazoo School Operating	\$ 127,769.00
State Education Tax	\$ 43,300.00
<hr/>	
Total	\$1,498,697.00

Maximum Reimbursement to Developer for Eligible Costs Estimated	\$	927,300.00
Reimbursement KCBRA for Eligible Costs and Administrative Expenses Est.:	\$	132,763.00
Tax Increment Revenue collected to LBRF for additional Brownfield Projects:	\$	403,193.00
½ of State Education Tax Capture due to the State of Michigan Brownfield Fund:	\$	21,685.00
<hr/>		
Total	\$	1,484,941.00

The redevelopment of the functionally obsolete structure is an improvement for the site and the surrounding area in several ways:

1. The Plan allows for a functionally obsolete structure in the County back into productive use.
2. The redevelopment of the property will result in \$2.3M of increased taxable value.
3. TIF collected will reimburse the Developer and the KCBRA for costs incurred during the completion of Brownfield Eligible Activities.
4. Local Brownfield Revolving Fund (LBRF) collection for five years allows the KCBRA to support additional Brownfield Activities in Kalamazoo County.
5. The development meets three of the local township's brownfield redevelopment criteria goals by repurposing a functionally obsolete structure, increasing the tax roll in the community, and using energy efficient design elements.

Timeline of Plan Consideration by Local Units of Government:

- June 26th Kalamazoo County Brownfield Redevelopment Authority Regular Meeting
- July 8th Oshtemo Township Board Regular Meeting
- July 15th Kalamazoo County Board of Commissioners Committee of the Whole
- August 19th Public Hearing & Kalamazoo County Board of Commissioners Regular Meeting



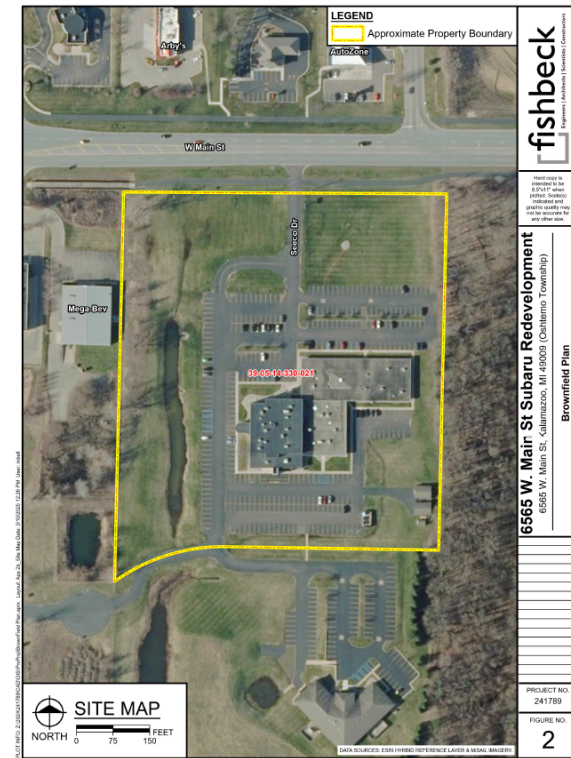
The Kalamazoo County Brownfield Redevelopment Authority
PLANNING & DEVELOPMENT DEPARTMENT

Maple Hill Leaseholds, LLC Act 381 Brownfield Plan

Maple Hill Auto Group: Subaru Redevelopment Project

6565 West Main Street Kalamazoo, MI 49009

Parcel 39-05-14-330-021



Brownfield Plan Prepared by:





The Kalamazoo County Brownfield Redevelopment Authority
PLANNING & DEVELOPMENT DEPARTMENT

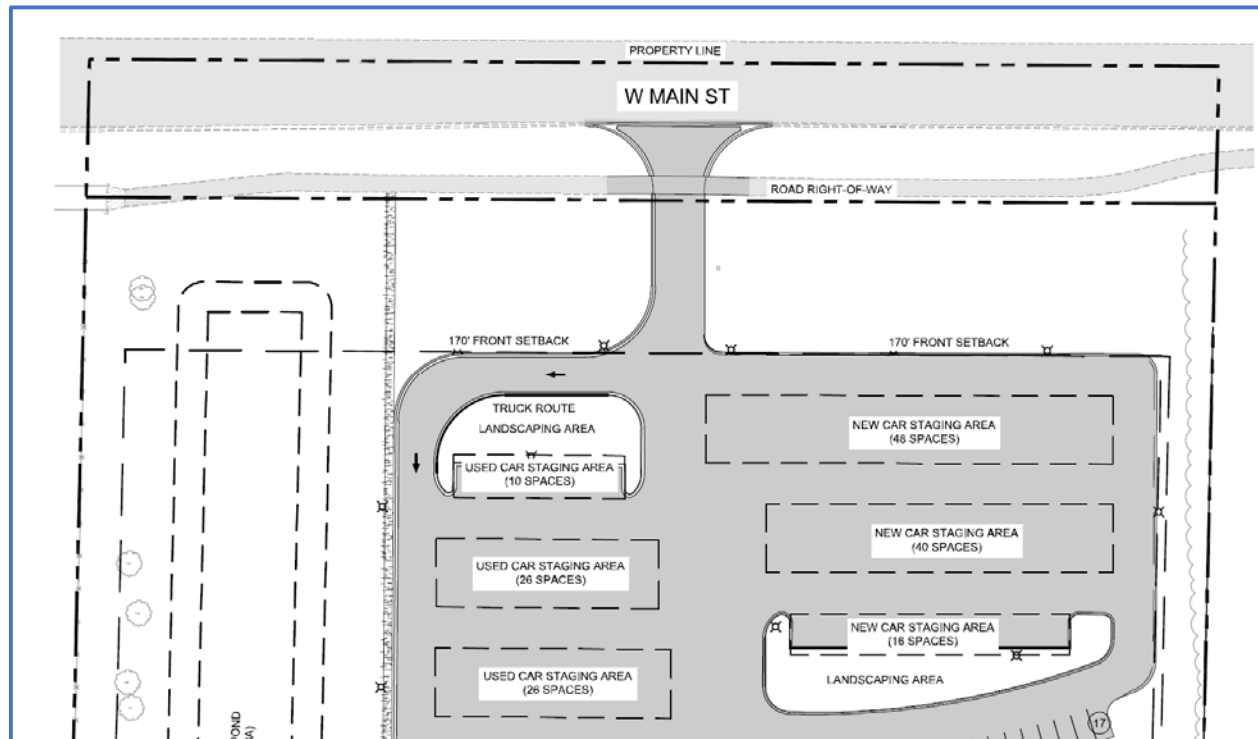
Overview:

- Redevelopment of a 11.14-acre parcel of land and Functionally Obsolete Structure
- Former Westside Medical Building purchased by Maple Hill Auto Group
- Resulting in a 49,000-square-foot building, expansion of a local business and turns an obsolete property back into a productive use.
- Expands the tax base by adding 31 fulltime jobs, retains 170 jobs, and involves approximately \$12 million of private investment into the community.
- Construction will commence in 2025 and is estimated to be completed by the end of 2026.

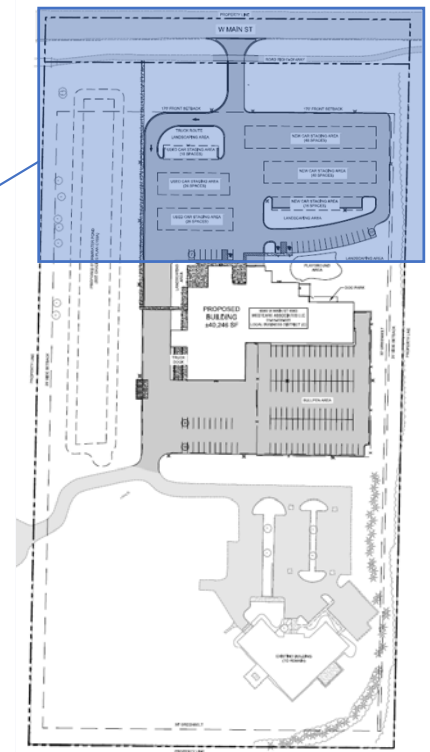
This Brownfield Tax Increment Financing Plan helps to offset the costs associated with the brownfield conditions of the site, through a reimbursement of eligible activities using the \$2.3M taxable value increment estimated to be generated by the project.



The Kalamazoo County Brownfield Redevelopment Authority **PLANNING & DEVELOPMENT DEPARTMENT**

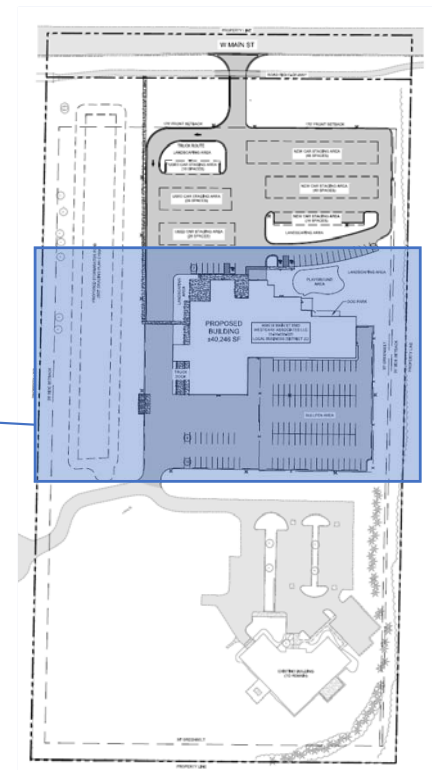
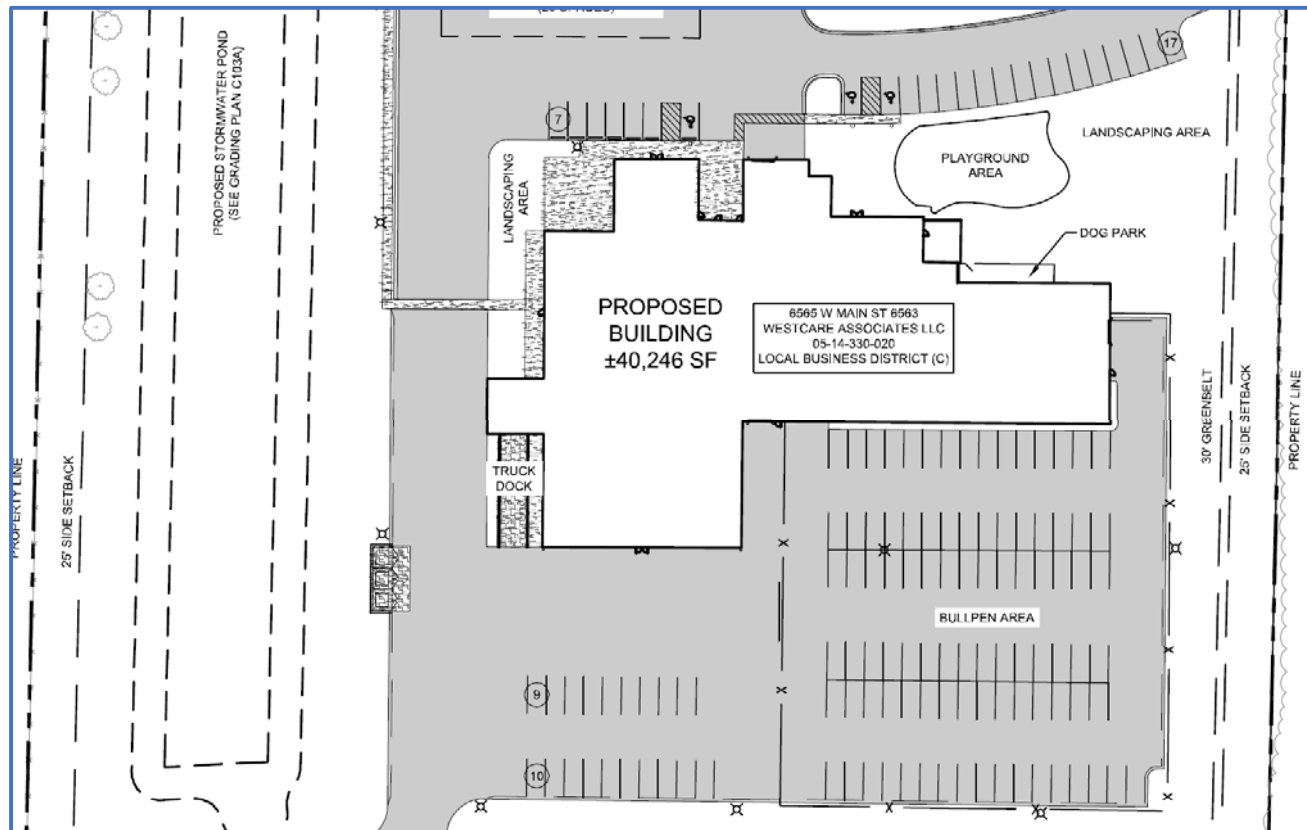


Subaru Redevelopment
 Brownfield Plan
 Figure 3 -Proposed Site Plan



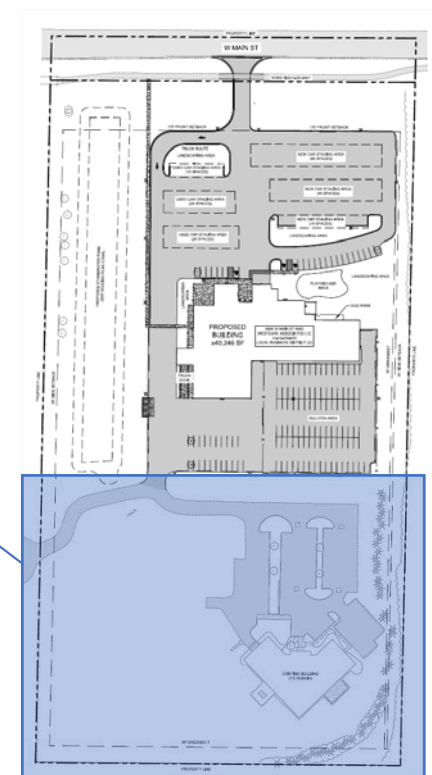
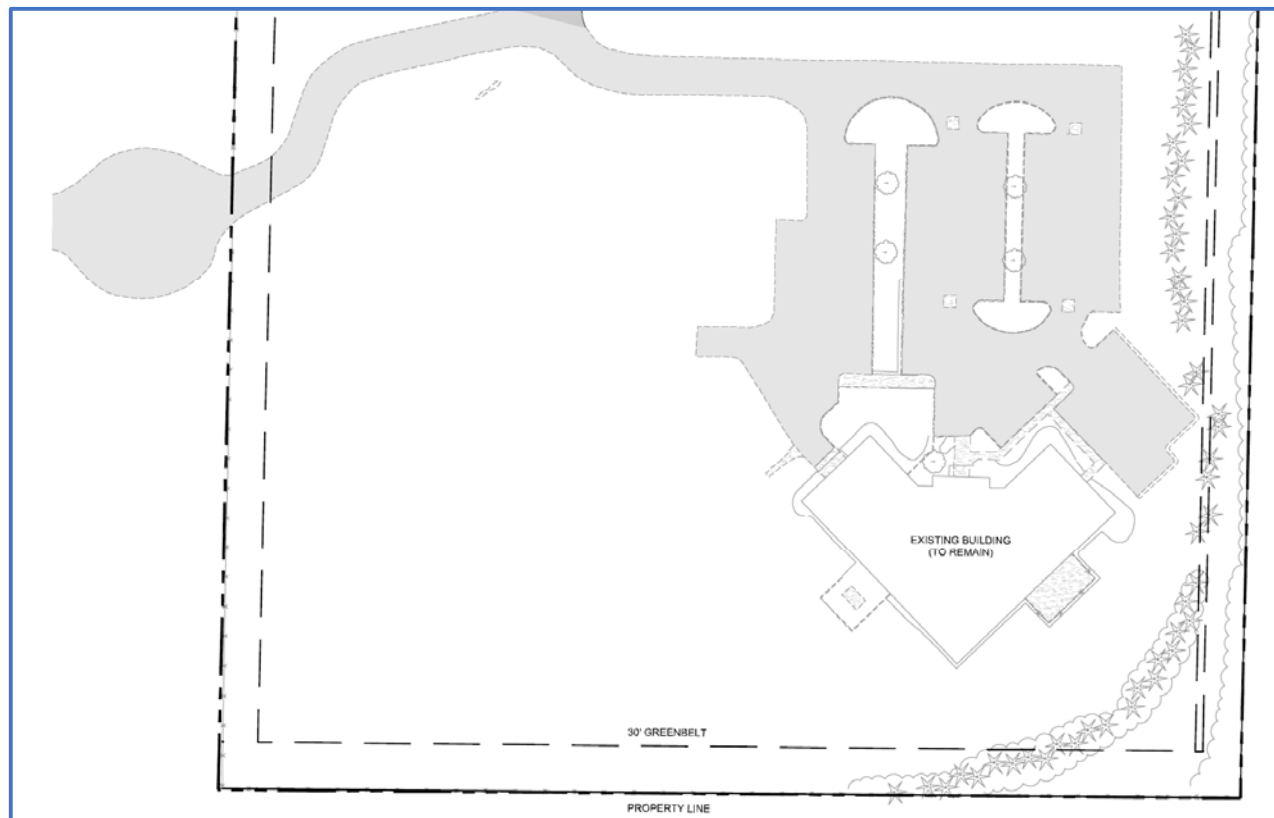


The Kalamazoo County Brownfield Redevelopment Authority PLANNING & DEVELOPMENT DEPARTMENT





The Kalamazoo County Brownfield Redevelopment Authority PLANNING & DEVELOPMENT DEPARTMENT





The Kalamazoo County Brownfield Redevelopment Authority
PLANNING & DEVELOPMENT DEPARTMENT

Description of Costs to be Paid for with Tax Increment Revenue

Developer Eligible Activities: \$927,300

State Tax: \$128,016 (Environmental Due Diligence Activities, Hazardous Materials Surveys, & Site Demolition)

Local Tax: \$799,284 (Building Demolition, Lead and Asbestos Abatement, Contingency 15%, BF Plan Prep. & Implementation)

Brownfield Redevelopment Authority Eligible Activities (Estimated totals for plan duration):

State Tax: \$7,610 (Capture into Local Brownfield Revolving Fund (LBRF))

Local Tax: \$528,346 (10% BRA Administration Costs for Plan Duration & LBRF Capture of five years)

State of Michigan Brownfield Redevelopment Fund:

State Tax: \$21,685.00 (half of State Education Tax Capture total)

Total Tax Increment Amount Expected to be Captured for Reimbursement: \$1,484,941



The Kalamazoo County Brownfield Redevelopment Authority
PLANNING & DEVELOPMENT DEPARTMENT

Estimated Outcomes

- **\$12,000,000** of Private Investment in the Community
- **31** New Full Time Jobs & 170 Jobs Retained Locally
- **\$1,529,600** Initial Taxable Value of the Property
- **\$3,900,000** New Taxable Value after Redevelopment
- **19** Year Plan Length
- **\$403,193** Captured into the Local Brownfield Revolving Fund
- **\$132,763** Brownfield Redevelopment Authority Admin Fees
- **3** Local Township Brownfield Redevelopment Criteria Goals Met
- **\$21,685** into the State of Michigan Brownfield Redevelopment Fund (50% of SET Tax Total)



The Kalamazoo County Brownfield Redevelopment Authority
PLANNING & DEVELOPMENT DEPARTMENT

Timeline for Brownfield Plan Consideration:

- **June 26th** Kalamazoo County Brownfield Redevelopment Authority Regular Meeting
- **July 8th** Oshtemo Township Board Regular Meeting
- **July 15th** Kalamazoo County Board of Commissioners Committee of the Whole
- **August 19th** Public Hearing & Kalamazoo County Board of Commissioners Regular Meeting

Contact:

Macy Rose Walters, MPA

Brownfield Redevelopment Administrator
Kalamazoo County Brownfield Redevelopment Authority
Kalamazoo County Planning & Development Department
(269) 384 – 8305
mrwalt@kalcounty.com

Act 381 Brownfield Plan

Subaru Redevelopment Project
6565 West Main Street
Kalamazoo, Michigan

Maple Hill Leaseholds, LLC

Project No. 241789
June 20, 2025

Act 381 Brownfield Plan

Subaru Redevelopment Project 6565 West Main Street Kalamazoo, Michigan

**Prepared For:
Maple Hill Leaseholds, LLC
Kalamazoo, Michigan**

**June 20, 2025
Project No. 241789**

Recommended for Approval by Brownfield Redevelopment Authority on: _____

Supported by Local Unit of Government on: _____

Adopted by County Government on: _____

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List of Abbreviations/Acronyms

Act 381	Brownfield Redevelopment Financing Act, 1996 PA 381, as amended
Authority	Kalamazoo County Brownfield Redevelopment Authority
Developer	Maple Hill Leaseholds, LLC
EGLE	Michigan Department of Environment, Great Lakes, and Energy
LBRF	Local Brownfield Revolving Fund
Maple Hill	Maple Hill Leaseholds, LLC
PA	Public Act
TIF	tax increment financing
TIR	tax increment revenues

1.0 Introduction

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

Maple Hill Leaseholds, LLC (Maple Hill) is a division of Maple Hill Auto Group, an active family-owned and operated Kalamazoo-based car dealership and service center since 1995 with a rich history of a customer-focused business model and charitable contributions to the local community. Maple Hill has acquired the property located at 6565 West Main Street in Oshtemo Township with the desire to expand the services of Maple Hill Auto Group to better serve its customers, specifically relocating the Subaru brand services to the 6565 West Main Street location. Oshtemo Township is not a qualified local governmental unit (QLGU). The property contains the former Westside Medical Center, a functionally obsolete approximately 47,400-square-foot structure with inadequate electrical and water services that has remained largely vacant for the past three years. Brownfield conditions have complicated and increased the cost of redevelopment to restore the structure to functional use.

Maple Hill intends to demolish the one-story portion of the structure and remodel the two-story brick building, which will require extensive asbestos and lead abatement in order to safely reuse the structure. The brownfield conditions related to restoring the functionally obsolete property and the unforeseen abatement costs represent a significant cost that was not known during property acquisition and impacts project feasibility without brownfield incentive support. The 18-month construction period is anticipated to begin in the summer of 2025, resulting in approximately 40,246 square feet for the remodeled portion of the building plus a new addition, creating a showroom, sales office, service repair facility, and warehouse.

The new development represents many community benefits that align with Act 381 and township goals. While the project meets many of the Oshtemo Township brownfield project criteria, we will focus on meeting three criteria within this plan document, which in accordance with approved township policy allows for up to 20 years of local tax capture for the Developer. First, the project qualifies the criteria of functional obsolescence, returning the property which has been determined to be functionally obsolete by the local assessor, back to productive use and back on the tax rolls. Second, the total private investment is \$12 million, which will result in an increase in taxable value of \$2.37 million, which is greater than the township's minimum \$1 million increase to meet this criteria. Third, the project will add significant well-paid jobs, and documentation has been submitted to the Township Planning Director to satisfy this criteria. The proposed redevelopment will retain 37 jobs at this location and 133 jobs within the company, as well as create 31 new jobs as a result of the new development. Overall, the \$12 million private investment returns the functionally obsolete property back into productive use, increasing the tax rolls to the township and the county, utilizes renewable energy and energy-efficient design elements, and allows for the extension of Seeco Drive, which supports future redevelopment plans for Oshtemo Township. Consistent with Maple Hill Auto Group's commitment to giving back to the Kalamazoo community, the building will be specifically designed to lock the showroom portion after hours so that a community space that includes a gathering space, restrooms, and kitchenette amenities can be rented out to local nonprofits free of charge.

1.2 Eligible Property Information

The property located at 6565 West Main Street, Kalamazoo, Michigan 49009, consists of one parcel located in Oshtemo Township and Kalamazoo County, which has recently been split. The new 11.14-acre parcel has a parcel identification number of 39-05-14-330-021 and is currently zoned as 201 Commercial within the C, Local Business District with a Special Land Use as a vehicle sales lot approved by the township per Section 18.40 of the Township Zoning Ordinance. The property meets brownfield eligibility as "functionally obsolete" as defined by the Brownfield Redevelopment Financing Act, Act 381 of 1996, as amended and as designated by the Oshtemo Township Assessor. The Functional Obsolescence Determination is attached as Appendix 5. A property location map is also included as Figure 1, and a site plan is included as Figure 2.

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

2.1 Description of Costs to be Paid for with Tax Increment Revenues

Tax increment revenues will be used to reimburse Maple Hill Leaseholds, LLC (the “Developer”) for the cost of eligible activities as authorized by Act 381. Specifically, reimbursable expenses incurred, or to be incurred, by the Developer include site assessment and baseline environmental assessment activities, lead and asbestos abatement, building and site demolition, preparation of a Brownfield Plan, contingency on costs to be incurred, and the portion of soft costs (engineering, design, survey, or legal) directly attributed to the eligible costs. The Kalamazoo County Brownfield Redevelopment Authority (Authority) will also incur eligible expenses related to administrative costs and operating expense. Capture into the Local Brownfield Revolving Fund (LBRF) is also included in this Brownfield Plan as a cost to be paid for with tax increment revenues. Pre-approved eligible expenses will be reimbursed with local and state tax increment revenues (TIR). All other expenses will be reimbursed with local TIR only.

2.1.1 Site Assessment and Baseline Environmental Assessment Activities

Eligible costs of reimbursement include pre-approved activities for a total cost of \$15,800. Costs to complete a Phase I Environmental Site Assessment, at \$2,300, and an asbestos and lead survey, at \$13,500, are included as an eligible expense, statutorily eligible for reimbursement with both local and state capture. There are no contingencies included on these expenses as they have already been incurred.

2.1.2 Lead and Asbestos Abatement

Asbestos abatement is required prior to demolition and renovation of the structure. Lead abatement is also needed due to the lead panel walls associated with the former medical use of the structure. Asbestos and lead abatement, inclusive of air monitoring and disposal costs, is anticipated to cost \$75,000.

2.1.3 Building Demolition

The one-story portion of the structure will be fully demolished. The two-story portion of the structure will require selective interior demolition. Building demolition costs included as an eligible expense in this Brownfield Plan are anticipated to cost \$455,000 with \$330,000 of this category total to cover the building demolition itself. Backfill is estimated at \$30,000, and rough grading of the project site related to building demolition is estimated at \$50,000 and included as an eligible expense. Further, approximately \$45,000 is estimated for soft costs (engineering, design, survey, or legal) specifically associated with the eligible building demolition costs and is also included as an eligible expense in this Brownfield Plan.

2.1.4 Site Demolition

Approximately \$250,000 in site demolition costs are included in this Brownfield Plan as an eligible expense including the removal of abandoned utilities, parking lot and driveway removal, curbs and gutter removal, culvert removal and other stormwater component removal, fill compaction and rough grading, and associated soft costs. The removal of abandoned utilities, estimated at \$50,000; removal of approximately 1,200 square feet of asphalt parking lot, estimated at \$50,000; removal of a portion of the driveway if required by MDOT, estimated at \$10,000; removal of curbs and gutter to comply with township site plan and development requirements, estimated at \$20,000; removal of sidewalks, if needed, estimated at \$25,000; and removal of a culvert to support stormwater needs and removal of other stormwater components, estimated at \$5,000 and \$15,000, respectively, are all included as eligible expenses. Additionally, \$60,000 in eligible costs is anticipated for the clean backfill, compaction, and rough grading of site soils needed as a result of the associated demolition. Further, approximately \$15,000 is estimated for soft costs (engineering, design, and survey) specifically associated with the eligible site demolition costs and is also included as an eligible expense in this Brownfield Plan. Per the Act 381

Statute section 13b.8.f of 125.2663b, demolition is considered pre-approved for up to \$250,000; therefore, site demolition will be reimbursed with both State and Local TIR.

2.1.5 *Brownfield Plan/Work Plan Preparation*

The cost to prepare the Brownfield Plan is anticipated to be \$12,000, which will be incurred by the Developer and is included as an eligible expense. Preparation of an Act 381 Work Plan is not anticipated for this project.

2.1.6 *Brownfield Plan/Work Plan Implementation*

An Act 381 Work Plan will not be pursued for this project. Significant Brownfield Plan implementation costs are not anticipated. It is anticipated that administrative fees collected within this plan by the Authority will be sufficient to cover any implementation costs incurred by the authority. \$2,500 is included as an eligible implementation expense to cover reimbursement submission activities borne by the Developer.

2.1.7 *Contingency*

Additionally, 15% contingency is included as an eligible expense for costs yet to be incurred, totaling \$117,000. The plan does not include a contingency on Michigan Department of Environment, Great Lakes, and Energy (EGLE) pre-approved eligible activities, Brownfield Plan/Work Plan preparation, or Brownfield Plan/Work Plan implementation costs.

2.1.8 *Authority Administration Cost*

Administration costs of the Authority are included as eligible costs within this Brownfield Plan, estimated as 10% of annual local capture, totaling \$132,763 as an estimate to be determined by the Authority.

2.1.9 *Local Brownfield Revolving Fund*

The plan includes five years of capture into the Authority's LBRF as an eligible expense, the amount of which will be determined by actual tax increment available during these five years but is anticipated to be \$403,193.

2.2 *Summary of Eligible Activities*

Eligible activities include pre-approved baseline environmental activities, asbestos and lead abatement, building demolition, site demolition, associated soft costs, contingencies, and local-only costs. Brownfield Plan preparation and implementation costs as well as administrative and operating expenses of the Authority are also eligible activities.

Environmental Activities

There will be no environmental eligible activities conducted that require EGLE approval.

Non-Environmental Activities

This is a local-only plan, and therefore, there are no non-environmental costs requiring Michigan Economic Development Corporation (MEDC) approval. Eligible activities include lead and asbestos abatement, inclusive of air monitoring and disposal costs and selective interior building demolition, which will be reimbursed with local-only TIR. Significant site demolition activities are also needed to support redevelopment and are included as a pre-approved eligible expense reimbursed with both State and Local TIR for up to \$250,000.

Authority Expenses

Eligible administrative costs incurred by the Authority are included in this plan as an eligible expense at a flat fee of 10% of local tax capture. It is understood that administrative costs are calculated by the Authority rather than based on a flat fee, so this amount represents an estimate to be determined by the Authority.

Contingencies

A contingency of 15% on eligible hard costs has been included in the plan. The plan does not include a contingency on EGLE pre-approved eligible activities.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The 2025 baseline taxable value is \$1,529,600. The Township Assessor has estimated a future taxable value of \$3,900,000 after redevelopment. Construction is anticipated to begin in the summer of 2025 and be completed by the end of 2026.

Reimbursements will be made based on actual costs and actual local tax increment revenues captured during the term of the Brownfield Plan. An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. This plan captures real property tax increment revenues and assumes a 1% annual increase in the taxable value of the eligible property. Pursuant to Act 381, local debt millages and special assessments will not be captured.

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

The eligible activities contemplated under this plan will be financed by the Developer, as outlined in this plan and the accompanying development and reimbursement agreement (Appendix 2). Reimbursement of eligible activities will be made with local tax increment revenues only. No advances from the township or county are anticipated at this time.

2.5 Maximum Amount of Note or Bonded Indebtedness

At this time, there are no plans by the Authority to incur indebtedness to support the development of this site, but such plans could be made in the future to assist in the development if the Authority so chooses.

2.6 Duration of Brownfield Plan

The Authority intends to begin the capture of tax increment as early as 2027 and anticipates fully reimbursing the Developer in 14 years. This plan will remain in place for 19 years, or until the eligible activities have been fully reimbursed and up to five full years of capture into the LBRF (not to exceed the cost of eligible activities), whichever occurs sooner. An analysis showing the reimbursement schedule is attached in Table 3.

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

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

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

The property is qualified as “functionally obsolete” and consists of one parcel occupying approximately 11.14 acres. The parcel identification number for the property is included below. A map showing eligible property dimensions is attached in Figure 2. It is noted that the property subject to this Brownfield Plan is based on the geographic area itself and may include any parcel splits or combinations in the future and any address or parcel identification number changes. Adjacent public right-of-way is also included within the geographic area subject to this Brownfield Plan. Personal property, if applicable, is included as eligible property within this Brownfield Plan.

The legal description for the parcel is as follows:

Parcel ID No.: 39-05-14-330-021

SEC 14-2-12 BEG AT INT N&S 1/4 LI & SLY ROW LI WEST MAIN ST. 80.64 FT S 01DEG-17'-03" W OF C1/4 POST TH CONT S 01DEG-17'-03" W 729 FT TH N 89DEG-02'-49" W 435 FT TH WLY 243.45 FT ALG A CURVE LT (RAD 381.93 FT & CHD S 72DEG-41'-33" W 239.35 FT) TH N 01DEG-20'-24" E 797 FT TO SLY ROW LI OF WEST MAIN ST. TH S 89DEG-39'14" E 661.16 FT TO BEG 12/19/2024 INTO 05-14-330-021, 05-14-330-025

2.9 Estimates of Residents and Displacement of Individuals/Families

There are no residents or families residing at this property, and thus no residents, families, or individuals will be displaced by the project.

2.10 Plan for Relocation of Displaced Persons

No persons reside on the eligible property. Therefore, this section is not applicable.

2.11 Provisions for Relocation Costs

No persons reside on the eligible property. Therefore, this section is not applicable.

2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

No persons reside on the eligible property. Therefore, a strategy for compliance with 1972 PA 227, MCL 213.321 to 213.332, and this section are not applicable.

2.13 Other Material that the Authority or Governing Body Considers Pertinent


This plan helps to offset the cost of brownfield conditions associated with the redevelopment of the Subject Property through reimbursement of eligible activities with the new tax increment generated by the redevelopment. As a local-only plan, there may be a look back period for eligible activities incurred prior to adoption of the plan. Any costs incurred prior to Brownfield Plan approval are at the Developer's risk of reimbursement if the Brownfield Plan is ultimately not approved. In addition to compliance with Act 381, this plan also meets at least three of the township-specific brownfield project criteria and returns the functionally obsolete property back into productive use, increasing the tax rolls to the township and the county, while utilizing renewable energy and energy-efficient design elements.

Figures

PLOT INFO: Z:\2024\241789\CAD\GIS\ProProj\BrownField Plan.aprx Layout: App 2b_Site Map Date: 3/10/2025 12:26 PM User: mball



LEGEND

 Approximate Property Boundary



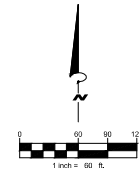
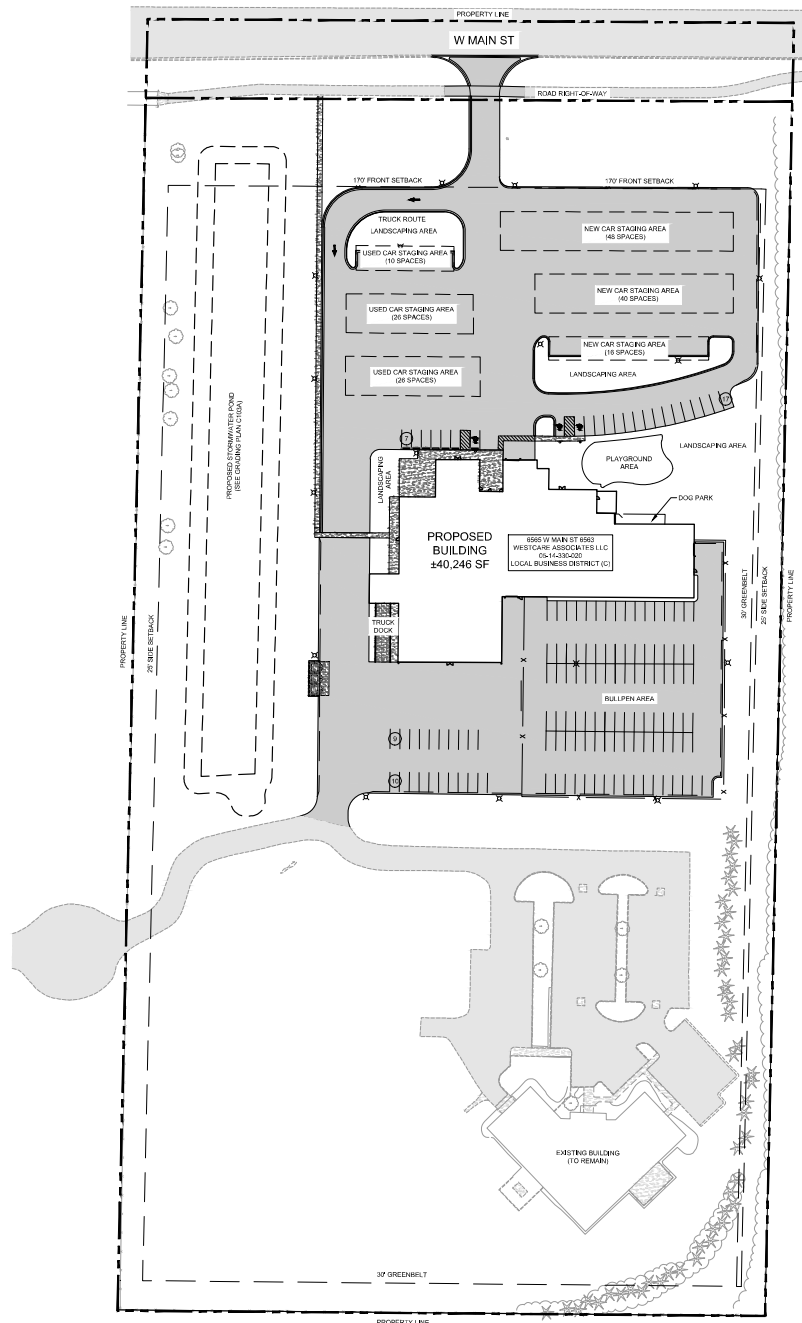
Hard copy is intended to be 8.5"x11" when plotted. Scale(s) indicated and graphic quality may not be accurate for any other size.

6565 W. Main St Subaru Redevelopment
6565 W. Main St, Kalamazoo, MI 49009 (Oshtemo Township)

Brownfield Plan

PROJECT NO.
241789

FIGURE NO.
2



SITE INFORMATION

ZONING:	C - LOCAL BUSINESS
SITE AREA:	18.9 ACRES (821,271 SF)
BUILDING AREA:	55,154 SF (6.7%)
NUMBER OF STORES:	2
IMPERVIOUS COVERAGE:	470,442 SF (57.3%)
PROPOSED GREEN SPACE:	350,829 SF (42.7%)
BUILDING SETBACKS:	
FRONT:	170 FT (FROM CENTER OF ROAD ROW)
SIDE:	30 FT (GREENBELT)
REAR:	30 FT (GREENBELT)
OFF-STREET PARKING REQUIREMENTS:	
STANDARD PARKING SPACE:	10 FT X 20 FT
1 PARKING SPACE PLUS 450 SF OF ADA DEVOYED TO SALES AND/OR DISPLAY:	5,204 SF (JFA SALES DISPLAY) 450 SF = 13 SPACES
TOTAL SPACES REQUIRED:	13 SPACES
TOTAL SPACES PROVIDED:	43 SPACES
ADA PARKING SPACES REQUIRED:	1 SPACES
ADA PARKING SPACES PROVIDED:	3 SPACES

SITE GENERAL NOTES

- DIMENSIONS REFER TO THE FACE OF CURB UNLESS OTHERWISE NOTED
- CONTRACTOR TO FIELD VERIFY ALL EXISTING TOPOGRAPHY AND STRUCTURES ON SITE. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY OF ANY DISCREPANCIES.
- BUILDING DIMENSIONS ARE TO THE OUTSIDE FACE OF BUILDING, UNLESS NOTED OTHERWISE.
- REFER TO ARCHITECTURAL AND STRUCTURAL PLANS TO VERIFY ALL BUILDING DIMENSIONS.

PAVEMENT LEGEND

	STANDARD DUTY CONCRETE PAVEMENT: SEE DETAILS
	HEAVY DUTY CONCRETE PAVEMENT: SEE DETAILS
	STANDARD DUTY PAVEMENT: 1.5" HMA (1658SYD) SET TOP COURSE 1.5" HMA (1658SYD) #11 LEVELING COURSE 6" AGGREGATE BASE, 22A 12" SUBBASE, 13P

655 W MAIN ST
BENTLEY RESIDENTIAL LLC
655-1456-0201
RESIDENCE DISTRICT (R2)
WEST MAIN COMMERCIAL OVERLAY
WEST MAIN RESIDENTIAL OVERLAY

655 W MAIN ST
VANDENBERG PROPERTIES LLC
654-433-0564
LOCAL BUSINESS DISTRICT (C)

SECOO C3
SECO INVESTMENTS
654-133-2801
LOCAL BUSINESS DISTRICT (C)

Subaru Redevelopment
Brownfield Plan
Figure 3 -Proposed Site Plan

DATE	BY
REVISIONS	NO.
ADDRESS: 10123 S M43, SUITE E DELTON, MI 49846 PHONE: (268) 364-5650	
SCALE AS NOTED	DESIGNED BY: JAH
	DRAWN BY: COW
	CHECKED BY: NYC
- PRELIMINARY - NOT FOR CONSTRUCTION	
OVERALL SITE PLAN	
W MAIN ST SUBARU KALAMAZOO, MI	
ORIGINAL ISSUE: 02/06/2024	
PROJECT NO. 24001	
SHEET NUMBER C101	

Tables

Table 1 – Summary of Eligible Costs
 Act 381 Brownfield Plan
 Subaru Redevelopment Brownfield Plan

EGLE Eligible Activities Costs and Schedule

EGLE Eligible Activities	Cost	Completion Season/Year
Baseline Environmental Assessment (BEA) - Statutorily Approved	\$ 15,800	
<i>Phase I and II Environmental Site Assessments</i>	\$ 2,300	
<i>Asbestos, Lead, and Mold Surveys</i>	\$ 13,500	
EGLE Eligible Activities Subtotal	\$ 15,800	
Contingency (0%)	\$ -	
EGLE Eligible Activities Total Costs	\$ 15,800	

Table 1 – Summary of Eligible Costs
Act 381 Brownfield Plan
Subaru Redevelopment Brownfield Plan

MEDC Eligible Activities Costs and Schedule

MEDC Eligible Activities	Cost	Completion Season/Year
Lead and Asbestos Abatement	\$ 75,000	
<i>Abatement including disposal and air monitoring</i>	\$ 75,000	
Building Demolition	\$ 455,000	
<i>Building Demolition/Deconstruction</i>	\$ 330,000	
<i>Backfill</i>	\$ 30,000	
<i>Rough Grading</i>	\$ 50,000	
<i>Soft Costs (Engineering, Design, Survey, Legal, other Professional)</i>	\$ 45,000	
Site Demolition (Pre-Approved)	\$ 250,000	
<i>Removal of Abandoned Utilities</i>	\$ 50,000	
<i>Parking Lot removal</i>	\$ 50,000	
<i>Driveway removal</i>	\$ 10,000	
<i>Curbs, gutter removal</i>	\$ 20,000	
<i>Culvert removal</i>	\$ 5,000	
<i>Sidewalks, bike parths removal (around building)</i>	\$ 25,000	
<i>Other Site Demolition (stormwater components removal)</i>	\$ 15,000	
<i>Fill, compaction, rough grading</i>	\$ 60,000	
<i>Soft Costs (Engineering, Design, Survey, Legal, other Professional)</i>	\$ 15,000	
MEDC Eligible Activities Subtotal	\$ 780,000	
Contingency (15%)	\$ 117,000	
Brownfield Plan Preparation	\$ 12,000	
Brownfield Plan Implementation	\$ 2,500	
MEDC Eligible Activities Total Costs	\$ 911,500	

Estimated Taxable Value (TV) Increase Rate: 1% increase per year											
Plan Year	1	2	3	4	5	6	7	8	9	10	11
Calendar Year	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037
*Base Taxable Value	\$ 1,529,600	\$ 1,529,600	\$ 1,529,600	\$ 1,529,600	\$ 1,529,600	\$ 1,529,600	\$ 1,529,600	\$ 1,529,600	\$ 1,529,600	\$ 1,529,600	\$ 1,529,600
Future Taxable Value	\$ 3,900,000	\$ 3,939,000	\$ 3,978,390	\$ 4,018,174	\$ 4,058,356	\$ 4,098,939	\$ 4,139,929	\$ 4,181,328	\$ 4,223,141	\$ 4,265,373	\$ 4,308,026
Incremental Difference (New TV - Base TV)	\$ 2,370,400	\$ 2,409,400	\$ 2,448,790	\$ 2,488,574	\$ 2,528,756	\$ 2,569,339	\$ 2,610,329	\$ 2,651,728	\$ 2,693,541	\$ 2,735,773	\$ 2,778,426

School Capture	Millage Rate										
State Education Tax (SET)	6.0000	\$ 14,222	\$ 14,456	\$ 14,692	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
School Operating Tax	17.6757	\$ 41,898	\$ 42,587	\$ 43,284	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
School Total	23.6757	\$ 56,120	\$ 57,043	\$ 57,976	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

Local Capture	Millage Rate										
County Operating	4.6202	\$ 10,952	\$ 11,132	\$ 11,314	\$ 11,498	\$ 11,683	\$ 11,871	\$ 12,060	\$ 12,252	\$ 12,445	\$ 12,640
KRESA	6.9785	\$ 16,542	\$ 16,814	\$ 17,089	\$ 17,367	\$ 17,647	\$ 17,930	\$ 18,216	\$ 18,505	\$ 18,797	\$ 19,092
KVCC	2.7729	\$ 6,573	\$ 6,681	\$ 6,790	\$ 6,901	\$ 7,012	\$ 7,125	\$ 7,238	\$ 7,353	\$ 7,469	\$ 7,586
Library - Kal	3.8893	\$ 9,219	\$ 9,371	\$ 9,524	\$ 9,679	\$ 9,835	\$ 9,993	\$ 10,152	\$ 10,313	\$ 10,476	\$ 10,640
Co Public Saftey	1.4344	\$ 3,400	\$ 3,456	\$ 3,513	\$ 3,570	\$ 3,627	\$ 3,685	\$ 3,744	\$ 3,804	\$ 3,864	\$ 3,924
Housing Fund	0.7434	\$ 1,762	\$ 1,791	\$ 1,820	\$ 1,850	\$ 1,880	\$ 1,910	\$ 1,941	\$ 1,971	\$ 2,002	\$ 2,034
County Seniors	0.3462	\$ 821	\$ 834	\$ 848	\$ 862	\$ 875	\$ 890	\$ 904	\$ 918	\$ 933	\$ 947
County 911	0.6442	\$ 1,527	\$ 1,552	\$ 1,578	\$ 1,603	\$ 1,629	\$ 1,655	\$ 1,682	\$ 1,708	\$ 1,735	\$ 1,762
KCTA Transit	0.3102	\$ 735	\$ 747	\$ 760	\$ 772	\$ 784	\$ 797	\$ 810	\$ 823	\$ 836	\$ 849
CCTA Transit	0.8933	\$ 2,117	\$ 2,152	\$ 2,188	\$ 2,223	\$ 2,259	\$ 2,295	\$ 2,332	\$ 2,369	\$ 2,406	\$ 2,444
Township	1.5000	\$ 3,556	\$ 3,614	\$ 3,673	\$ 3,733	\$ 3,793	\$ 3,854	\$ 3,915	\$ 3,978	\$ 4,040	\$ 4,104
Roads	1.2500	\$ 2,963	\$ 3,012	\$ 3,061	\$ 3,111	\$ 3,161	\$ 3,212	\$ 3,263	\$ 3,315	\$ 3,367	\$ 3,420
Co Veterans Fund	0.0997	\$ 236	\$ 240	\$ 244	\$ 248	\$ 252	\$ 256	\$ 260	\$ 264	\$ 269	\$ 273
Local Total	25.4823	\$ 60,403	\$ 61,397	\$ 62,401	\$ 63,415	\$ 64,439	\$ 65,473	\$ 66,517	\$ 67,572	\$ 68,638	\$ 69,714

Non-Capturable Millages	Millage Rate										
School Debt	8.2000	\$ 19,437	\$ 19,757	\$ 20,080	\$ 20,406	\$ 20,736	\$ 21,069	\$ 21,405	\$ 21,744	\$ 22,087	\$ 22,433
Juvenile Home	0.1176	\$ 279	\$ 283	\$ 288	\$ 293	\$ 297	\$ 302	\$ 307	\$ 312	\$ 317	\$ 322
Fire Dist 2	5.7500	\$ 13,630	\$ 13,854	\$ 14,081	\$ 14,309	\$ 14,540	\$ 14,774	\$ 15,009	\$ 15,247	\$ 15,488	\$ 15,731
Police 2004	2.8000	\$ 6,637	\$ 6,746	\$ 6,857	\$ 6,968	\$ 7,081	\$ 7,194	\$ 7,309	\$ 7,425	\$ 7,542	\$ 7,660
Non-Capturable Total	16.8676	\$ 39,983	\$ 40,641	\$ 41,305	\$ 41,976	\$ 42,654	\$ 43,339	\$ 44,030	\$ 44,728	\$ 45,434	\$ 46,146

Total Tax Increment Revenue (TIR) Available for Capture	\$ 116,523	\$ 118,440	\$ 120,377	\$ 63,415	\$ 64,439	\$ 65,473	\$ 66,517	\$ 67,572	\$ 68,638	\$ 69,714	70,801
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NOTES:
2024 Millage Rates Used

Table 2 – Total Captured Incremental Taxes Schedule

Act 381 Brownfield Plan

Subaru Redevelopment, 6565 W. Main Street,
Kalamazoo, MI

Estimated Taxable Value (TV) Increase Rate: 1% increase per year

Plan Year	12	13	14	15	16	17	18	19	Totals
Calendar Year	2038	2039	2040	2041	2042	2043	2044	2045	
*Base Taxable Value	\$ 1,529,600	\$ 1,529,600	\$ 1,529,600	\$ 1,529,600	\$ 1,529,600	\$ 1,529,600	\$ 1,529,600	\$ 1,529,600	\$ -
Future Taxable Value	\$ 4,351,107	\$ 4,394,618	\$ 4,438,564	\$ 4,482,949	\$ 4,527,779	\$ 4,573,057	\$ 4,618,787	\$ 4,664,975	\$ -
Difference (New TV - Base TV)	\$ 2,821,507	\$ 2,865,018	\$ 2,908,964	\$ 2,953,349	\$ 2,998,179	\$ 3,043,457	\$ 3,089,187	\$ 3,135,375	\$ -

School Capture	Millage Rate
State Education Tax (SET)	6.0000 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$
School Operating Tax	17.6757 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$
School Total	23.6757 \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$

Local Capture	Millage Rate																		
County Operating	4.6202	\$	13,036	\$	13,237	\$	13,440	\$	13,645	\$	13,852	\$	14,061	\$	14,273	\$	14,486	\$	240,713
KRESA	6.9785	\$	19,690	\$	19,994	\$	20,300	\$	20,610	\$	20,923	\$	21,239	\$	21,558	\$	21,880	\$	363,580
KVCC	2.7729	\$	7,824	\$	7,944	\$	8,066	\$	8,189	\$	8,314	\$	8,439	\$	8,566	\$	8,694	\$	144,468
Library - Kal	3.8893	\$	10,974	\$	11,143	\$	11,314	\$	11,486	\$	11,661	\$	11,837	\$	12,015	\$	12,194	\$	202,633
Co Public Saftey	1.4344	\$	4,047	\$	4,110	\$	4,173	\$	4,236	\$	4,301	\$	4,366	\$	4,431	\$	4,497	\$	74,732
Housing Fund	0.7434	\$	2,098	\$	2,130	\$	2,163	\$	2,196	\$	2,229	\$	2,263	\$	2,297	\$	2,331	\$	38,731
County Seniors	0.3462	\$	977	\$	992	\$	1,007	\$	1,022	\$	1,038	\$	1,054	\$	1,069	\$	1,085	\$	18,037
County 911	0.6442	\$	1,818	\$	1,846	\$	1,874	\$	1,903	\$	1,931	\$	1,961	\$	1,990	\$	2,020	\$	33,563
KCTA Transit	0.3102	\$	875	\$	889	\$	902	\$	916	\$	930	\$	944	\$	958	\$	973	\$	16,161
CCTA Transit	0.8933	\$	2,520	\$	2,559	\$	2,599	\$	2,638	\$	2,678	\$	2,719	\$	2,760	\$	2,801	\$	46,541
Township	1.5000	\$	4,232	\$	4,298	\$	4,363	\$	4,430	\$	4,497	\$	4,565	\$	4,634	\$	4,703	\$	78,150
Roads	1.2500	\$	3,527	\$	3,581	\$	3,636	\$	3,692	\$	3,748	\$	3,804	\$	3,861	\$	3,919	\$	65,125
Co Veterans Fund	0.0997	\$	281	\$	286	\$	290	\$	294	\$	299	\$	303	\$	308	\$	313	\$	5,194
Local Total	25.4823	\$	71,898	\$	73,007	\$	74,127	\$	75,258	\$	76,400	\$	77,554	\$	78,720	\$	79,897	\$	1,327,630

<u>Non-Capturable Millages</u>	Millage Rate																		
School Debt	8.2000	\$	23,136	\$	23,493	\$	23,854	\$	24,217	\$	24,585	\$	24,956	\$	25,331	\$	25,710	\$	427,221
Juvenile Home	0.1176	\$	332	\$	337	\$	342	\$	347	\$	353	\$	358	\$	363	\$	369	\$	6,127
Fire Dist 2	5.7500	\$	16,224	\$	16,474	\$	16,727	\$	16,982	\$	17,240	\$	17,500	\$	17,763	\$	18,028	\$	299,576
Police 2004	2.8000	\$	7,900	\$	8,022	\$	8,145	\$	8,269	\$	8,395	\$	8,522	\$	8,650	\$	8,779	\$	145,880
Non-Capturable Total	16.8676	\$	47,592	\$	48,326	\$	49,067	\$	49,816	\$	50,572	\$	51,336	\$	52,107	\$	52,886	\$	878,803

Total Tax Increment Revenue (TIR) Available for Capture	\$	71,898	\$	73,007	\$	74,127	\$	75,258	\$	76,400	\$	77,554	\$	78,720	\$	79,897	\$	1,498,769
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NOTES:
2024 Millage Rates Used

Table 3 – Estimated Reimbursement Schedule
Act 381 Brownfield Plan
Subaru Redevelopment, 6565 E. Main Street,
Kalamazoo, MI

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	48.2%	\$ 128,016	\$ -	\$ 128,016
Local	51.8%	\$ 137,784	\$ 661,500	\$ 799,284
TOTAL				
EGLE	1.7%	\$ 15,800	\$ -	\$ 15,800
Pre-Approved	27.0%	\$ 250,000	\$ -	\$ 250,000
Local-Only	71.3%	\$ -	\$ 661,500	\$ 661,500

Estimated Total
Years of Plan:19

Estimated Capture		
Administrative Fees	\$	132,763
State Brownfield Redevelopment Fund	\$	21,685
Local Brownfield Revolving Fund	\$	403,193

	1	2	3	4	5	6	7	8	9	10	11	12	13
	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039
Total State Incremental Revenue	\$ 56,120	\$ 57,043	\$ 57,976	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Brownfield Redevelopment Fund (50% of SET)	\$ 7,111	\$ 7,228	\$ 7,346	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State TIR Available for Reimbursement	\$ 49,009	\$ 49,815	\$ 50,630	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Local Incremental Revenue	\$ 60,403	\$ 61,397	\$ 62,401	\$ 63,415	\$ 64,439	\$ 65,473	\$ 66,517	\$ 67,572	\$ 68,638	\$ 69,714	\$ 70,801	\$ 71,898	\$ 73,007
BRA Administrative Fee (10%)	\$ 6,040	\$ 6,140	\$ 6,240	\$ 6,341	\$ 6,444	\$ 6,547	\$ 6,652	\$ 6,757	\$ 6,864	\$ 6,971	\$ 7,080	\$ 7,190	\$ 7,301
Local TIR Available for Reimbursement	\$ 54,363	\$ 55,257	\$ 56,161	\$ 57,073	\$ 57,995	\$ 58,925	\$ 59,865	\$ 60,815	\$ 61,774	\$ 62,742	\$ 63,721	\$ 64,709	\$ 65,707

Total State & Local TIR Available	\$ 103,372	\$ 105,072	\$ 106,791	\$ 57,073	\$ 57,995	\$ 58,925	\$ 59,865	\$ 60,815	\$ 61,774	\$ 62,742	\$ 63,721	\$ 64,709	\$ 65,707
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DEVELOPER	Beginning Balance														
Reimbursement Balance	\$ 927,300	\$ 823,928	\$ 718,856	\$ 633,503	\$ 576,430	\$ 518,435	\$ 459,510	\$ 399,645	\$ 338,830	\$ 277,056	\$ 214,313	\$ 150,593	\$ 85,884	\$ 20,178	

EGLE Environmental Costs	\$ 15,800	\$ 15,800	\$ 7,633	\$ 7,067	\$ 6,492	\$ 5,907	\$ 5,312	\$ 4,709	\$ 4,095	\$ 3,472	\$ 2,839	\$ 2,196	\$ 1,543	\$ 880
State Tax Reimbursement	\$ 7,610	\$ 7,610	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ 8,190	\$ 557	\$ 566	\$ 575	\$ 585	\$ 594	\$ 604	\$ 613	\$ 623	\$ 633	\$ 643	\$ 653	\$ 663	\$ 673
Total EGLE Reimbursement Balance	\$ 7,633	\$ 7,067	\$ 6,492	\$ 5,907	\$ 5,312	\$ 4,709	\$ 4,095	\$ 3,472	\$ 2,839	\$ 2,196	\$ 1,543	\$ 880	\$ 207	

Pre-Approved Costs	\$ 250,000	\$ 250,000	\$ 199,786	\$ 141,012	\$ 102,715	\$ 93,461	\$ 84,058	\$ 74,504	\$ 64,797	\$ 54,937	\$ 44,921	\$ 34,748	\$ 24,417	\$ 13,925
State Tax Reimbursement	\$ 120,406	\$ 41,399	\$ 49,815	\$ 29,192	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ 129,594	\$ 8,814	\$ 8,959	\$ 9,106	\$ 9,254	\$ 9,403	\$ 9,554	\$ 9,706	\$ 9,860	\$ 10,016	\$ 10,173	\$ 10,331	\$ 10,492	\$ 10,653
Total EGLE Reimbursement Balance	\$ 199,786	\$ 141,012	\$ 102,715	\$ 93,461	\$ 84,058	\$ 74,504	\$ 64,797	\$ 54,937	\$ 44,921	\$ 34,748	\$ 24,417	\$ 13,925	\$ 3,272	

MEDC Non-Environmental Costs	\$ 661,500	\$ 661,500	\$ 616,508	\$ 570,777	\$ 524,297	\$ 477,062	\$ 429,065	\$ 380,298	\$ 330,752	\$ 280,421	\$ 229,296	\$ 177,369	\$ 124,633	\$ 71,079
Local Tax Reimbursement	\$ 661,500	\$ 44,992	\$ 45,732	\$ 46,479	\$ 47,235	\$ 47,997	\$ 48,768	\$ 49,546	\$ 50,331	\$ 51,125	\$ 51,927	\$ 52,736	\$ 53,554	\$ 54,380
Total MEDC Reimbursement Balance		\$ 616,508	\$ 570,777	\$ 524,297	\$ 477,062	\$ 429,065	\$ 380,298	\$ 330,752	\$ 280,421	\$ 229,296	\$ 177,369	\$ 124,633	\$ 71,079	\$ 16,699

Total Annual Developer Reimbursement		\$ 103,372	\$ 105,072	\$ 85,353	\$ 57,073	\$ 57,995	\$ 58,925	\$ 59,865	\$ 60,815	\$ 61,774	\$ 62,742	\$ 63,721	\$ 64,709	\$ 65,707
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LOCAL BROWNFIELD REVOLVING FUND

LBRF Deposits *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Capture	\$ 7,610	\$ -	\$ -	\$ 7,610	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Capture	\$ 919,690	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total LBRF Capture		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from state and local TIR.

	14	15	16	17	18	19	
	2040	2041	2042	2043	2044	2045	TOTAL
Total State Incremental Revenue	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 171,139
State Brownfield Redevelopment Fund (50% of SE	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 21,685
State TIR Available for Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 149,454
Total Local Incremental Revenue	\$ 74,127	\$ 75,258	\$ 76,400	\$ 77,554	\$ 78,720	\$ 79,897	\$ 1,327,630
BRA Administrative Fee (10%)	\$ 7,413	\$ 7,526	\$ 7,640	\$ 7,755	\$ 7,872	\$ 7,990	\$ 132,763
Local TIR Available for Reimbursement	\$ 66,714	\$ 67,732	\$ 68,760	\$ 69,799	\$ 70,848	\$ 71,907	\$ 1,194,867
Total State & Local TIR Available	\$ 66,714	\$ 67,732	\$ 68,760	\$ 69,799	\$ 70,848	\$ 71,907	\$ 1,344,321
DEVELOPER							
Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
EGLE Environmental Costs	\$ 207	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,610
Local Tax Reimbursement	\$ 207	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 8,190
Total EGLE Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 15,800
Pre-Approved Costs	\$ 3,272	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 120,406
Local Tax Reimbursement	\$ 3,272	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 129,594
Total EGLE Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 250,000
MEDC Non-Environmental Costs	\$ 16,699	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ 16,699	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 661,500
Total MEDC Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 661,500
Total Annual Developer Reimbursement	\$ 20,178	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 927,300
LOCAL BROWNFIELD REVOLVING FUND							
LBRF Deposits *	\$ -	\$ 46,537	\$ 114,269	\$ 183,030	\$ 252,828	\$ 323,676	\$ 403,193
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,610
Local Tax Capture	\$ 46,537	\$ 67,732	\$ 68,760	\$ 69,799	\$ 70,848	\$ 71,907	\$ 395,583
Total LBRF Capture	\$ 46,537	\$ 67,732	\$ 68,760	\$ 69,799	\$ 70,848	\$ 71,907	\$ 395,583

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from state and local TIR.

Appendix 1

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Brownfield Plan Resolution(s) Pending

Appendix 2

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Development/Reimbursement Agreement Pending

Appendix 3

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Notice to Taxing Jurisdictions Pending

Appendix 4

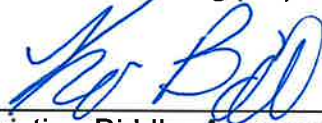
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Notice of Public Hearing Pending

Appendix 5

AFFIDAVIT OF CHARTER TOWNSHIP OF OSHTEMO ASSESSOR

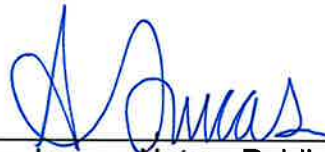
I, KRISTINE BIDDLE, being duly sworn, states that if called upon will testify to the following facts:

1. I am employed by the CHARTER TOWNSHIP OF OSHTEMO as the Assessor.
2. I am a certified Michigan Advanced Assessing Officer.
3. I am familiar with the property located at 6565 W MAIN STREET, in the CHARTER TOWNSHIP OF OSHTEMO
4. This affidavit is given in accordance with MCL 125.2663(1) (h) and is made to confirm this property qualifies as 'Functionally Obsolete Property' as that term is defined under MCL 125.2652(r). The following facts, without limitation, form the basis for my expert opinion:
5. The property is unable to be used to adequately perform the function for which it was intended due to a substantial loss in value resulting from factors such as overcapacity, changes in technology, deficiencies or super adequacies in design, or other similar factors that affect the property itself or the property's relationship with other surrounding property.



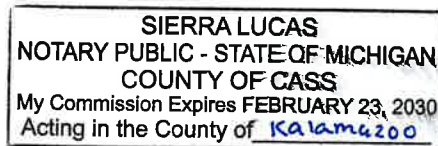
Kristine Biddle, Assessor

Subscribed and sworn to before me on 06/13/2025.



Sierra Lucas, Notary Public
Cass County, Michigan
Commission Expires: 02/23/2030
Acting in Kalamazoo County

Prepared by:
Kristine Biddle R-8406
Assessor
7275 W Main St
Kalamazoo MI 49009
269-216-5225



BROWNFIELD PLAN DEVELOPMENT AGREEMENT

THIS BROWNFIELD PLAN DEVELOPMENT AGREEMENT (the “Agreement”), is entered into on _____, 20__ between the **KALAMAZOO COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporate established pursuant to Act 381 of the Public Acts of 1996, as amended, MCL 125.2651 et seq. (“Act 381”), whose address is 201 W. Kalamazoo Avenue, Room 101, Kalamazoo, Michigan 49007 (the “Authority”), and Maple Hill Leaseholds, LLC, at 5622 W. Main Street Kalamazoo, MI 49009 (the “Developer”).

RECITALS

WHEREAS, the Authority, Oshtemo Township (the "Township"), and Kalamazoo County (the "County") have determined that brownfield redevelopment constitutes the performance of an essential public purpose which protects and promotes the public health, safety and welfare.

WHEREAS, Kalamazoo County has established a Brownfield Redevelopment Authority and the Authority and the County have adopted a Brownfield Plan specifically for this site (the “Plan”), pursuant to the provisions of Act 381.

WHEREAS, the Authority and the County have designated certain properties that have conditions of environmental contamination, blight or obsolescence as appropriate sites for creating a Plan.

WHEREAS, Act 381 permits the use of the real and personal property tax revenues generated from the increase in value (the “Increment”) to brownfield sites constituting Eligible Property under Act 381 resulting from their redevelopment to pay or reimburse the payment of costs of conducting Eligible Activities (these costs are referred to as “Eligible Costs”) and, unless Developer is a liable party for the site contamination, permits the reimbursement to Developer of Eligible Costs it has incurred.

WHEREAS, Developer owns property in Kalamazoo County located at 6565 West Main Street Kalamazoo, MI 49009 (the “Property”) and legally described on the attached Exhibit A.

WHEREAS, the Property has been included in the Plan and qualified as an “Eligible Property” under the terms of Act 381.

WHEREAS, Developer intends to redevelop an 11.14-acre parcel, parcel I.D. 39-05-14-330-021, formerly known as the Westside Medical Center, which has been determined to be a functionally obsolete structure of approximately 44,000 square feet located on the Property. The redevelopment will include demolishing the one-story portion of the structure and remodeling the two-story brick building, resulting in approximately 49,200 square feet and the addition of a showroom, sales office, service repair facility, and warehouse space. This overall private investment of \$12 million is expected to retain 37 jobs at this location, retain 133 jobs within the company, and create an additional 31 new jobs and would increase the property tax base within Kalamazoo County.(the “Project”).

WHEREAS, the Project will require the Developer to incur Eligible Costs associated with certain Eligible Activities including site assessment and baseline environmental assessment activities, lead and asbestos abatement, building and site demolition, preparation of a Brownfield Plan, contingency on costs to be incurred, and the portion of soft costs (engineering, design, survey or legal) directly attributed to the eligible costs, which may require the services of various contractors, engineers, environmental consultants, attorneys and other professionals. The Developer's Eligible Costs shall not exceed \$927,300.00 as provided in Paragraph 5.

WHEREAS, the parties are entering into this Agreement to establish the procedure for the reimbursement from Tax Increment Revenues under Act 381 as amended.

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

1. Recitals. The above recitals are acknowledged as true and correct and are incorporated by reference into this Paragraph.

2. The Plan. The Plan, approved by the Authority and the Commission of the County, concurred by the City, is attached as Exhibit B and incorporated as part of this Agreement. To the extent provisions of the Plan or this Agreement conflict with Act 381, Act 381 controls.

3. Term of Agreement. Pursuant to the Plan, the Authority shall capture that amount of Tax Increment Revenues generated from real and personal property taxes allowed by law on the Eligible Property. Capture will begin in 2027 and will continue until the earlier of:

3.1 Full reimbursement to the Authority of its Administrative Costs, plus reimbursement to the Developer of the Property as outlined in the Plan, including reimbursement of Eligible Costs for those Eligible Activities set forth in Paragraph 5, plus an additional amount captured by the Authority for an additional five full years of tax capture ("Additional Authority Amount") such Additional Authority Amount to be designated for the Local Brownfield Revolving Fund "Local Fund"; or

3.2 19 years. With five of the 19 years designated for Local Brownfield Revolving Fund (LBRF) only.

4. Evidence of Ownership. Prior to the execution of this Agreement, Developer shall provide to the Authority each of the following: (a) evidence satisfactory to the Authority that the Developer has acquired fee simple title to the Property, which evidence shall include (without limitation) a copy of a recorded deed to the Property in favor of the Developer; and (b) a copy of a commitment for owner's title insurance with respect to the Property (the "Commitment"), which Commitment shall show the Developer as record owner of the Property, shall reflect that all material conditions to the issuance of a policy thereunder have been satisfied, and shall otherwise be in form and substance satisfactory to the Authority.

5. Eligible Activities. The Developer shall diligently pursue completion of the Eligible Activities summarized in the Plan and set forth in this Paragraph. The Authority shall reimburse the Developer for Eligible Costs incurred on or after the date of the inclusion of this Project in the Plan and may include environmental due diligence and Due Care Activities, site preparation, and infrastructure improvements which may require the services of various contractors, engineers, environmental consultants, attorneys and other professionals.

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

7. Reimbursement Process.

7.1 Cost Reimbursement Request. The Developer will provide sufficient documentation of the Eligible Costs incurred including the dates of each Eligible Activity, a complete description of the work, proof of payment, detailed invoices for the costs involved for each Eligible Activity, sworn statements, lien waivers and other back up documentation reasonably requested by the Authority, and a written statement certifying to the Authority that all such costs are "Eligible Costs". Failure to provide the above noted information when due, or within the time permitted by the Authority under Paragraph 7.2, may result in foregone reimbursement, to the Developer by the Authority, for Eligible Costs that have not been requested within the timeframe described above.

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

7.3 Reimbursement. After both the summer and winter taxes are captured and collected on the Property, the Authority shall reimburse its Eligible and Administrative Costs and pay approved Eligible Costs to the Developer from Tax Increment Revenues that are generated from the Property in accordance with the Plan and Paragraph 7 to the extent that taxes have been captured and are available in that fiscal year. The Authority shall receive one hundred (100) percent of Tax Increment Revenues until fully reimbursed, unless otherwise designated by the Authority. In the event that there are insufficient Tax Increment Revenues available in any given

year to reimburse all of the Authority's and Developer's Eligible Costs, as described in Paragraph 5, then the Authority shall reimburse the Authority or Developer only from available Tax Increment Revenues. Once the Authority is fully reimbursed for its Eligible Costs, the Developer shall receive the available Tax Increment Revenue, less Administrative Costs, during the term of this Agreement, until all of the amounts for which submissions have been made have been fully paid to the Developer, or the repayment obligation expires, whichever occurs first. The Authority shall make additional payments, on an annual basis, toward the Developer's remaining unpaid Eligible Costs during the term of this Agreement. The Developer shall not be entitled to receive any interest on amounts for which reimbursement is requested under this Agreement. The Developer shall not be entitled to reimbursement under this Agreement unless the Developer has timely and completely paid its real and personal property taxes (or industrial facilities taxes) including all penalties, interest and other amounts due in relation thereto when due. For purposes of this Agreement, to be timely paid, taxes must be paid before the date on which they can no longer be paid without penalties or interest. The repayment obligation under this Agreement shall expire upon the earlier of the full payment by the Authority to the Developer of all amounts due the Developer from the Tax Increment Revenues or 14 years from the date of approval of the Plan.

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

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

Maple Hill Leaseholds, LLC
ATTN: Jim Vandenberg
5622 W. Main Street
Kalamazoo, MI 49009

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

8.1 Audit or Court Ruling: In the event that a state agency of competent jurisdiction conducting an audit of payments made to the Developer under this Agreement or a court of competent jurisdiction determines that any portion of the payments made to the Developer under this Agreement is unlawful, the Developer shall pay back to the Authority that portion of the payments made to the Developer within 30 days of the determination made by a state agency or the court as the case may be. However, the Developer shall have the right, before any such repayment is made, to appeal on its or the Authority's behalf, any such determination made by a state agency or court as the case may be. If the Developer is unsuccessful in such an appeal, the Developer shall repay the portion of payments found to be unlawful to the Authority within thirty (30) days of the date when the final determination is made on the appeal. The Developer shall be responsible for payment of all of the County's and Authority's legal fees associated with any determination of whether a cost for which reimbursement is requested constitutes an "Eligible Cost" and all of the County's and Authority's legal fees associated with the review or determination of such issues by any state agency or court.

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

- a. The Authority will remit Tax Increment Financing Reimbursement payments based upon the lowest taxable value being sought pursuant to the appeal;
- b. Any Tax Increment Revenue that is collected but not remitted as a result of a tax appeal shall be held in a separate account of the Authority until the pending appeal is adjudicated;
- c. Once any tax appeals are adjudicated, the Authority will either return the escrowed funds to the local unit in compliance with any tax appeal rulings, or will make payments pursuant to Section 7 of this agreement.

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

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

9.1 Project. At its sole expense, Developer shall use its best efforts to conduct the activities described in the Plan on the Property and construct the Project. The Developer intends to transform the property through demolishing a former structure on site and remodeling an existing structure into approximately 49,200 square feet . The new investment planned for this site includes the redevelopment of an existing structure, the addition of a showroom, sales office, service repair facility, and warehouse space for an initial planned investment of \$12,000,000. Overall, the \$12 million private investment returns the functionally obsolete property back into productive use, increasing the tax rolls to the township and the county. The project will utilize renewable energy and energy-efficient design elements, and allows for the extension of Seeco Drive, which supports future redevelopment plans for Oshtemo Township. Consistent with Maple Hill Auto Group's commitment to giving back to the Kalamazoo community, the building will be specifically designed to lock the showroom portion after hours so that a community space that includes a gathering space, restrooms, and kitchenette amenities can be rented out to local nonprofits free of charge. The redevelopment of the Property shall commence no later than 2025 and shall be completed no later than 2027. Under no circumstances shall the Authority have any responsibility or liability for remediation or redevelopment of the Property, or for conducting any "Eligible Activities" at the Property, except for its obligations under this Agreement to provide funds to the extent available as permitted in Paragraph 7 hereof with respect to payments from Tax Increment Revenues.

9.2 Employment Opportunities. Make every reasonable effort to work with the County and community employment agencies to hire County residents for new employment

opportunities created by the Project, and to encourage the local contracting of construction and site related work.

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

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

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

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

9.7 Payment of Authority Legal and Professional Fees. To the extent the following costs and fees are not paid to the Authority from Tax Increment Revenues, the Developer shall reimburse the Authority for its legal and professional fees and disbursements incurred in connection with the review, approval and administration of the Plan for this Project, including any further amendments thereto; the preparation and negotiation of this Agreement, as it may be amended from time to time; and all documents and matters related thereto, including future expense. Developer shall reimburse the Authority for such expenses within 30 days from the date that the Authority sends an invoice and request for payment to Developer, provided Developer shall be eligible for reimbursement for such expenses to the extent permitted by law from Tax Increment Revenues.

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

10.1 Agency Contacts. Provide Developer with appropriate service/employment agency contacts for the identification of County residents to interview for potential employment; and

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

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

11.1 Eligible Property. The Property is "eligible property" as defined in Act 381 and is eligible for the capture of Tax Increment Revenues pursuant to Act 381.

11.2 Eligible Costs. The Developer will only submit for reimbursement under Paragraph 7 hereof such costs that it has reasonably determined are "Eligible Costs" within the meaning of Act 381.

11.3 Due Authorization. The representatives signing this Agreement are duly authorized by the Developer to enter into this Agreement.

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

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

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

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

12.4 The Developer fails to pay any funds within 30 days of the date due which are required to be paid to the Authority pursuant to this Agreement, including but not limited to its real and personal property taxes as set forth in Paragraph 7 hereof.

12.5 The Developer terminates its existence.

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

13. Remedies upon Default. If any event of default as defined above shall occur and be continuing for 30 days after written notice of default from the Authority, the Authority shall have the right, but not the obligation, to exercise any of the following rights and remedies either individually or concurrently:

- (a) Terminate this Agreement effective immediately upon notice to the Developer;
- (b) Receive reimbursement from the Developer for all costs which the Authority has incurred in connection with the Project, the Property, or this Development Agreement (within 30 days following demand); and
- (c) All other remedies available at law or in equity.

In addition, if the Developer fails to substantially complete the Project within the timelines required by this Agreement, or if Developer otherwise defaults prior to substantial

completion of the Project, Developer shall pay back to the Authority (within thirty (30) days following demand by the Authority) any amounts paid to Developer as reimbursement for Eligible Costs pursuant to the terms of this Agreement or otherwise.

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

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

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

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

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

If to Developer:	Maple Hill Leaseholds, LLC ATTN: Jim Vandenberg 5622 W. Main Street Kalamazoo, MI 49009
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If to the Authority:	Kalamazoo County Brownfield Redevelopment Authority 201 W. Kalamazoo Avenue Kalamazoo, Michigan 49007
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With copy to:	Authority Attorney
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18. Indemnification. Developer shall defend, indemnify and hold harmless the Authority and the County, and any of their respective past, present and future members, officials, employees, agents or representatives from all losses, demands, claims, judgments, suits, costs and expenses (including without limitation the costs and fees of attorneys or other consultants) arising from or related to (i) the capture and use of Tax Increment Revenue paid to Developer as a reimbursable payment under this Agreement made in excess of the amount of tax increment revenues the

Authority is determined by the State or court to be allowed by law to use for that reimbursement, and (ii) the Project.

19. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Michigan.

20. Binding Effect/Third Parties. This Agreement is binding on and shall inure to the benefit of the parties to this Agreement and their respective successors, but it may not be assigned by any party without the prior written consent of the other party. The parties do not intend to confer any benefits on any person, firm, corporation, or other entity which is not party to this Agreement.

21. Waiver. No failure of either party to complain of any act or omission on the part of the other party, no matter how long this same may continue, is considered as a waiver by that party to any of its rights hereunder. No waiver by either party, expressed or implied, of any breach of any provision of this Agreement is considered a waiver or a consent to any subsequent breach of this same or other provision.

22. Authorization. Each of the parties represents and warrants to the other that this Agreement and its execution by the individual on its behalf are authorized by the board of directors or other governing body of that party.

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

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

25. Definitions. The following capitalized terms are used in this Agreement with the following meanings:

"Administrative Costs" means the Authority's out-of-pocket costs associated with the Project (including reasonable attorney fees and costs, environmental consulting fees and costs, and similar fees and costs) as well as the Authority's indirect costs associated with the Project (including allocation of the fixed costs of the Authority staff.)

"Brownfield Plan" is defined by Section 2(e) of Act 381;

"Due Care Activities" is defined by Section 2(m) of Act 381;

"Eligible Activities" is defined by Section 2(o) of Act 381;

"Eligible Property or Properties" is defined by Section 2(p) Act 381;

"Tax Increment Revenues" is defined by Section 2(ss) of Act 381, and, for purposes of this Agreement, includes school taxes and local (non-school) taxes.

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

**KALAMAZOO COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY**

By _____
Title _____

Date _____

Maple Hill Leaseholds, LLC

By _____

Title _____

Date _____

EXHIBITS:

A (Legal Description of Property)

B (Copy of Brownfield Plan)

Memo

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

FROM: Therese Searles, Senior Brownfield Specialist

DATE: May 22, 2025

RE: General/LBRF Funding Updates

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

1. General Environmental Review

Project No: 230454 – W.O. 2023-1, W.O. 2024-1, and W.O. 2025-1

Update:

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.

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

Project No:2500252 – W.O. 2025-2

Update:

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.

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

Update:

The KCBRA approved a project application in March from Jerome and Jaqueline Hardin, emerging developers seeking funding support to conduct due diligence services for a commercial property located at 5928 E. Michigan Avenue in Comstock Township. The developers wish to acquire the property to use for their existing food truck and also begin renovation the existing structure on site to expand the restaurant services. The site is a former gas station, LUST site and a designated "facility". Some environmental assessment work has been completed and while this assessment has not been reviewed in detail, it is anticipated that some unknown impacts may still exist. The developers are waiting on Township approval to rezone the property to allow the use of food truck operations but verbal communications indicate the township is supportive of rezoning. The KCBRA approved Work Order 2025-3 to conduct a Phase I Environmental Site Assessment (ESA), Hazardous Materials Inspection (HMI), and a Baseline Environmental Assessment (BEA), 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		Site/Phase	Budget Estimates		Actual				
Project	W.O.		Total	County Funding	Invoice #	Invoice Date	Invoice Amount	Task Budget Remaining	Total Budget Remaining
230454	2023-1	General Environmental Review (2023)	\$ 14,000.00	\$ 14,000.00	420292	2/16/2023	\$160.00		
	BT1				421238	3/16/2023	\$315.00		
					423214	5/10/2023	\$2,147.75		
					424170	6/8/2023	\$2,226.61		
					425333	7/12/2023	\$2,294.95		
					426213	8/7/2023	\$806.25		
					427541	9/7/2023	\$1,420.00		
					429022	10/9/2023	\$963.75		
					429750	11/2/2023	\$652.50		
					431430	12/7/2023	\$585.00		
					432686	1/9/2024	\$365.00		
		Phase Subtotal	\$ 14,000.00	\$ 14,000.00			\$11,936.81		\$2,063.19
		Contractual Administrative (2023)	\$ 6,000.00	\$ 6,000.00	421238	3/16/2023	\$315.00		
					423214	5/10/2023	\$288.75		
					432686	1/9/2024	\$679.50		
		Phase Subtotal	\$ 6,000.00	\$ 6,000.00			\$1,283.25		\$4,716.75
		2023 Project Total	\$20,000.00	\$20,000.00			\$13,220.06		\$6,779.94
230454	2024-1	General Environmental Review (2024)	\$ 14,000.00	\$ 14,000.00	433684	2/13/2024	\$1,142.50		
	BT2				434692	3/12/2021	\$627.50		
					435834	4/10/2024	\$1,120.00		
					436931	5/13/2024	\$922.50		
					438958	6/18/2024	\$1,772.00		
					439225	7/9/2024	\$800.00		
					441203	8/13/2024	\$1,138.00		
					442374	9/12/2024	\$2,024.75		
					443527	10/11/2024	\$1,690.00		
					444673	11/7/2024	\$1,205.00		
					445828	12/4/2024	\$212.50		
					447349	1/14/2025	\$683.24		
					449918	3/3/2025	\$63.75		
		Phase Subtotal	\$ 14,000.00	\$ 14,000.00			\$13,401.74		\$598.26
		Contractual Administrative (2024)	\$ 3,000.00	\$ 3,000.00					
					441203	8/13/2024	\$210.00		
					442374	9/12/2024	\$273.00		
					443527	10/11/2024	\$220.50		
					444673	11/7/2024	\$351.05		
					445828	12/4/2024	\$375.00		
		Phase Subtotal	\$ 3,000.00	\$ 3,000.00			\$1,429.55		\$1,570.45

General Environmental Review

Budget and Cost Summary

Number			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
			KCBRA 6-26-25 Public Packet		07163	12/7/2020	\$183.75	\$4,878.00	\$4,878.00

General Environmental Review

Budget and Cost Summary

Number		Site/Phase	Budget Estimates		Actual				
Project	W.O.		Total	County Funding	Invoice #	Invoice Date	Invoice Amount	Task Budget Remaining	Total Budget Remaining
					07282	1/14/2021	\$645.73	\$4,232.27	\$4,232.27
					07465	3/9/2021	\$446.25	\$3,786.02	\$3,786.02
					07514	4/8/2021	\$301.77	\$3,484.25	\$3,484.25
					07669	5/21/2021	\$402.50	\$3,081.75	\$3,081.75
					07764	6/16/2021	\$26.25	\$3,055.50	\$3,055.50
					07955	8/9/2021	\$78.75	\$2,976.75	\$2,976.75
					08127	10/6/2021	\$26.25	\$2,950.50	\$2,950.50
					08659	2/18/2022	\$52.50	\$2,898.00	\$2,898.00
					08768	3/10/2022	\$26.25	\$2,871.75	\$2,871.75
					08840	4/8/2022	\$262.50	\$2,609.25	\$2,609.25
					08975	5/10/2022	\$172.50	\$2,436.75	\$2,436.75
					09125	6/13/2022	\$28.75	\$2,408.00	\$2,408.00
					09390	8/18/2022	\$57.50	\$2,350.50	\$2,350.50
					09618	10/12/2022	\$86.25	\$2,264.25	\$2,264.25
					09744	11/9/2022	\$373.75	\$1,890.50	\$1,890.50
					09856	12/12/2022	\$230.00	\$1,660.50	\$1,660.50
					421239	3/16/2023	\$28.75	\$1,631.75	\$1,631.75
					423213	5/10/2023	\$86.25	\$1,545.50	\$1,545.50
					424171	6/8/2023	\$1,437.50	\$108.00	\$108.00
						Project Subtotal	\$13,100.00		\$108.00
190148	2019-4	Paper City Development LLC, Vicksburg, Michigan - EGLE Loan Oversight			05789	9/6/2019	\$1,470.00	\$38,530.00	\$38,530.00
		W.O. Approved	\$ 40,000.00	\$40,000.00	05896	10/7/2019	\$787.50	\$37,742.50	\$37,742.50
					05994	11/7/2019	\$1,242.50	\$36,500.00	\$36,500.00
					06128	12/9/2019	\$280.00	\$36,220.00	\$36,220.00
					06214	1/7/2020	\$105.00	\$36,115.00	\$36,115.00
					'06330	2/7/2020	\$385.00	\$35,730.00	\$35,730.00
					06441	3/19/2020	\$840.00	\$34,890.00	\$34,890.00
					06516	4/8/2020	\$271.25	\$34,618.75	\$34,618.75
					06580	5/12/2020	\$840.00	\$33,778.75	\$33,778.75
					06656	6/17/2020	\$236.25	\$33,542.50	\$33,542.50
					06713	7/9/2020	\$130.00	\$33,412.50	\$33,412.50
					06809	8/11/2020	\$78.75	\$33,333.75	\$33,333.75
					06896	9/8/2020	\$315.00	\$33,018.75	\$33,018.75
					06982	10/12/2020	\$297.50	\$32,721.25	\$32,721.25
					07042	11/5/2020	\$52.50	\$32,668.75	\$32,668.75
					07162	12/7/202	\$78.75	\$32,590.00	\$32,590.00
					07346	2/5/2021	\$52.50	\$32,537.50	\$32,537.50
					07464	3/9/2021	\$262.50	\$32,275.00	\$32,275.00
					07515	4/8/2021	\$35.00	\$32,240.00	\$32,240.00
					07670	5/21/2021	\$700.00	\$31,540.00	\$31,540.00
					07956	8/9/2021	\$131.25	\$31,408.75	\$31,408.75
					08051	9/14/2021	\$26.25	\$31,382.50	\$31,382.50
					08355	12/7/2021	\$210.00	\$31,172.50	\$31,172.50
					08767	3/10/2022	\$288.75	\$30,883.75	\$30,883.75
					08839	4/8/2022	\$393.75	\$30,490.00	\$30,490.00
					08976	5/10/2022	\$28.75	\$30,461.25	\$30,461.25
					09126	6/13/2022	\$86.25	\$30,375.00	\$30,375.00
					422268	4/17/2023	\$28.75	\$30,346.25	\$30,346.25
						Project Subtotal	\$9,653.75		\$30,346.25
			KCBRA 6-26-25 Public Packet						96

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
					08138	10/6/2021	\$11,504.97	\$9,495.03	\$9,495.03
210178	2021-2	3800 Wynn Road, Kalamazoo Twp.	\$ 21,000.00	\$ 21,000.00	08253	11/4/2021	\$308.51	\$9,186.52	\$9,186.52
					08357	12/7/2021	\$1,102.50	\$8,084.02	\$8,084.02
					08473	1/6/2022	\$897.00	\$7,187.02	\$7,187.02
					08670	2/18/2022	\$130.00	\$7,057.02	\$7,057.02
					09079	6/8/2022	\$225.00	\$6,832.02	\$6,832.02
						Project Subtoal	\$14,167.98		\$6,832.02
		Phase II ESA	\$ 15,000.00	\$15,000.00	08138	10/6/2021	\$9,787.47	\$5,212.53	\$5,212.53
					08253	11/4/2021	\$262.50	\$4,950.03	\$4,950.03
					08357	12/7/2021	\$1,102.50	\$3,847.53	\$3,847.53
					08473	1/6/2022	\$897.00	\$2,950.53	\$2,950.53
							\$12,049.47		\$2,950.53
		BEA/Due Care	\$ 3,000.00	\$3,000.00	08138	10/6/2021	\$1,717.50	\$1,282.50	\$1,282.50
					08253	11/4/2021	\$46.01	\$1,236.49	\$1,236.49
					08670	2/18/2022	\$130.00	\$1,106.49	\$1,106.49
					09079	6/8/2022	\$262.50	\$843.99	\$843.99
							\$2,156.01		\$843.99
		Contingency	\$ 3,000.00	\$3,000.00					
							\$0.00		\$3,000.00
231417	2023-2	YWCA, 550 S. Riverview Drive, Parchment - VMS Installation	\$ 100,000.00	\$100,000.00	434709	3/13/2024	\$87,897.02	\$22,102.98	\$22,102.98
	BT2	LBRF funding -Amendment March 2024	\$10,000.00	\$10,000.00	231417	4/10/2024	\$1,384.65	\$20,718.33	\$20,718.33
					439172	7/8/2024	\$537.50	\$20,180.83	\$20,180.83
					443511	10/10/2024	\$437.55	\$19,743.28	\$19,743.28
					445436	12/4/2024	\$115.00	\$19,628.28	\$19,628.28
					448166	2/10/2025	\$4,534.50	\$15,093.78	\$15,093.78
					449775	3/3/2025	\$10,144.55	\$4,949.23	\$4,949.23
			\$110,000	\$110,000.00		Project Subtotal	\$105,050.77		\$4,949.23
240058	2023-3	Clarklogic Development at W. Williard Street, Kalamazoo, MI	\$ 24,000.00	\$24,000.00	433674	2/12/2024	\$13,707.93		
		LBRF Funding			435843	4/10/2024	\$10,292.07		
						Project Subtotoal	\$24,000.00		\$0.00

Memo

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

FROM: Therese Searles, Senior Brownfield Specialist

DATE: May 22, 2025

RE: FY21 EPA Grant Updates and Invoices

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

1. Community Outreach and Programmatic

Project No: E210229 -W.O. 2, Amendment No. 4

Update:

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.

2. J. Smith Laundry and Apartments, 802 N. Westnedge Ave., 438 and 442 W. Frank St., Kalamazoo, Michigan

Project No: 241171 – W.O. 18. Amendment No. 1

Update:

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

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

1998 to 2009 was identified as an REC. Also, the presence of fill material on the Subject Property and the 2013 identification of select PNAs in soil at levels exceeding current Part 201 GRCC was identified as an REC.

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

Meetings regarding Brownfield planning and the overall project status have occurred with Jeremiah Smith, his development partners, the City of Kalamazoo, Fishbeck, KCBRA staff, and EGLE. EGLE has reviewed the provided environmental reports and has indicated the risk is small and manageable. *It is Fishbeck’s understanding that 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
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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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						438957	6/18/2024	\$	320.94			
						439223	7/9/2024	\$	382.00			
						Invoice Total	441202	8/13/2024	\$	1,698.71		
						Invoice Total	442361	9/12/2024	\$	734.83		
						Invoice Total	444752	11/11/2024	\$	1,182.68		
						Invoice Total	447348	1/14/2025	\$	2,087.83		
						Invoice Total	448685	2/14/2025	\$	1,094.28		
						Invoice Total	449917	3/3/2025	\$	490.78		
						Project Subtotal			\$	16,971.11	Project Subtotal	\$ 1,128.89
210265	3	2	1001 2nd Street, Kalamazoo	\$	17,695.01	Invoice Total	08771	3/14/2022	\$	10,823.90		X
							08842	4/8/2022	\$	3,021.18		
							08978	5/10/2022	\$	156.15		
							09513	9/16/2022	\$	1,016.80		
						Project Subtotal			\$	15,018.03	Project Subtotal	\$ 2,676.98
											Budget Returned	\$ 2,676.98
											Budget Remaining	\$ -
						Invoice Breakdown						
		2	Phase II	\$	12,895.00		08771	3/14/2022	\$	10,823.90		
							08842	4/8/2022	\$	1,489.25		
						Phase Subtotal			\$	12,313.15	Phase Subtotal	\$ 581.85
		2	BEA & Due Care	\$	4,000.00		08842	4/8/2022	\$	1,531.93		
							08978	5/10/2022	\$	156.15		
							09513	9/16/2022	\$	216.80		
						Phase Subtotal			\$	1,904.88	Phase Subtotal	\$ 2,095.12
		1	Phase I ESA Update	\$	800.00		09513	9/16/2022	\$	800.00		
						Phase Subtotal			\$	800.00	Phase Subtotal	\$ -
220128	5	2	NACD - Ransom and North St.	\$	52,850.00	Invoice Total	09243	7/12/2022	\$	614.29		X
							09296	8/4/2022	\$	12,499.46		
							09409	9/7/2022	\$	2,778.21		
							09636	10/21/2022	\$	4,152.64		
							09663	11/3/2022	\$	875.04		
							09859	12/12/2022	\$	3,599.99		
							09924	1/5/2023	\$	2,881.90		
							421464	3/23/2023	\$	25,002.47		
						Project Subtotal			\$	52,404.00	Project Subtotal	\$ 446.00
											Budget Returned	\$ 446.00
						Invoice Breakdown					\$ -	
		2	Soil Gas (447 W. North Street) & Vapor Pin (441 W. North St.)	\$	11,000.00		09243	7/12/2022	\$	324.13		
							09296	8/4/2022	\$	5,677.51		
							09409	9/7/2022	\$	151.63		
							09636	10/21/2022	\$	3,480.86		
							09663	11/3/2022	\$	216.34		
						Phase Subtotal			\$	9,850.47	Phase Subtotal	\$ 1,149.53
		2	604 N. Westnedge (Phase II, UST Site Assessment)	\$	29,350.00							
			Amendment #1	\$	7,000.00		09243	7/12/2022	\$	290.16		
			Amendment #2	\$	5,500.00		09296	8/4/2022	\$	6,821.95		
				\$	41,850.00		09409	9/7/2022	\$	2,626.58		
							09636	10/21/2022	\$	671.78		
							09663	11/3/2022	\$	658.70		
							09859	12/12/2022	\$	3,599.99		
							09924	1/5/2023	\$	2,881.90		
						KCBRA 6-26-25 Public Packet	421464	3/23/2023	\$	25,002.47		102
						Phase Subtotal			\$	42,553.53	Phase Subtotal	\$ (703.53)

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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	Eligibility and Asbestos Survey	\$ 5,000.00		424169	6/8/2023	\$ 548.40			
					Phase Subtotal			\$ 548.40	Phase Subtotal	\$ 4,451.60	
		3	Brownfield Plan Evaluation	\$ 3,000.00							
					Phase Subtotal			\$ -	Phase Subtotal	\$ 3,000.00	

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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)	

**Kalamazoo County Brownfield Redevelopment Authority
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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	
					KCBRA 6-26-25 Public Packet				Phase Budget Returned*	\$ 9,900.32	
									Phase Bdgct Remaining	\$ -	

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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
						KCBRA 6-26-25 Public Packet				107			

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KCBRA 6-26-25 Public Packet

**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

Memo

TO: Kalamazoo County Brownfield Redevelopment Authority

FROM: Logan Mulholland

DATE: May 15, 2025 **PROJECT NO.:** 230454

RE: Review of Reimbursement Request #2, IPUSA Pavilion 1, LLC Brownfield Plan

Fishbeck was requested to review the reimbursement request #2 pertaining to the IPUSA Pavilion 1, LLC Brownfield Plan, including the property located at 5724 East N Avenue, Pavilion Township.

The IPUSA Pavilion 1, LLC Brownfield Plan anticipated available tax increment revenues as early as the 2024 taxes and allows for the capture of up to \$11,981,395, which is further limited by the Brownfield Plan Development Agreement, dated August 15, 2022, to \$11,490,250 for the Developer's eligible costs, including interest expense.

It is also of note that the property subject to the Brownfield Plan was under the control of the Kalamazoo County Land Bank Authority (KCLBA) when the Brownfield Plan was established, as evidenced by the Development Agreement between the KCLBA and IPUSA Pavilion 1, LLC, signed by the KCLBA on August 16, 2022. Because the property was owned or under the control of the KCLBA at the time the Brownfield Plan was established, additional non-environmental costs can be reimbursed through the Brownfield Plan, including Site Preparation and Infrastructure Improvements.

The Developer previously submitted a reimbursement request, of which \$2,350,921.26 was recommended for approval. This second reimbursement request was submitted for \$2,068,623.90. This amount is within the limits of the Brownfield Plan. All costs were incurred after the adoption of the Brownfield Plan. Fishbeck finds that all the requested reimbursements are for eligible costs included in the Brownfield Plan and are within estimates identified in the plan, with the following exceptions and alterations:

- Invoice 128, H&K Excavating: The \$350 saw cutting line item was originally not included; however, after discussing with the Developer and their consultant, the saw cutting line item was determined to be directly related to the removal of the asphalt and was added to the reimbursement request.
- Majority Builders / H&K Excavating AIA #7: The \$69,100 stone drive allowance was determined to be related to a permanent private road and not in the right-of-way. As such, the \$69,100 line item has been removed from the reimbursement request.
- Majority Builders / Rieth-Riley Construction Co. AIA #4: The \$15,000 grading line item was not originally requested for reimbursement; however, it is an eligible site preparation activity and has been added to the reimbursement request.
- Majority Builders, Inc., the original submission totaled \$221,638.28 of general conditions (5%) and overhead and profit (7%) related to the eligible activities calculated on the total eligible activities managed by Majority Builders, Inc. After the revisions noted above, the general conditions and overhead and profit calculations have been revised, as follows:

\$53,750 Removed from Reimbursement * (5% + 7%) = \$6,450 reduction.

Fishbeck finds that documentation of the reimbursement request included invoices with dates and descriptions of the eligible activity and lien waivers or other forms of proof of payment. While lien waivers are favored, the other forms of demonstrating payments, deemed to be satisfactory proof of payment, include certified AIA documents and account reports with check numbers.

Based on our review, Fishbeck finds a total of \$2,008,423.90 to be eligible for reimbursement. We believe the absence of lien waivers from certain contractors is adequately compensated by other documentation and recommend that BRA Staff advise the BRA Board that the reimbursement request is approvable with the exceptions and alterations mentioned above.

A spreadsheet detailing the reimbursement request, inclusive of the changes and additions mentioned above, is included as Attachment 1. The reimbursement request with the updated backup documentation has been provided to the BRA Staff as well.

The Developer has indicated that an additional reimbursement request is forthcoming as there are two more buildings contemplated on the site that are not yet under construction. If you have any questions or require additional information, please contact me at 269.544.6966 or lmulholland@fishbeck.com.

Attachment
By email

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 #

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
2-23161	12/19/2023	H&K Excavating	Site balancing, excavation of unstable materials, sand import and moving of excess 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



7504 Stadium Drive,
Kalamazoo, MI 49009

Invoice

Date	Invoice #
8/12/2024	301

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
--------------	--------------------

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	

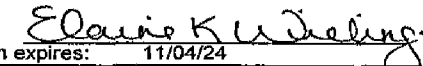
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates 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**

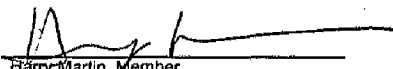
That the following is a statement of each subcontractor and supplier with whom H&K Excavating, LLC has contracted for performance under the contract with the owner or lessee thereof, and that the amounts due to the persons as of the date thereof are correctly and fully set forth opposite their names, 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-\$ | | 1,440,457.50 |
| (Column G on Continuation Sheet) | | |
| 5. RETAINAGE: | | |
| a. 10.0% of Completed Work | \$ | 144,045.75 |
| (Column 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----- | \$ | 144,045.75 |
| 6. TOTAL EARNED LESS RETAINAGE ----- | \$ | 1,296,411.75 |
| (Line 4 less Line 5 Total) | | |
| 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
 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).

Majority

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

H&K Excavating Page 2 of 4

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:

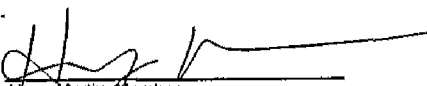
Allen Distribution**East N Ave., Kalamazoo, MI**

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	

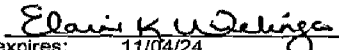
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates 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).

[illegible]

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 Fumished	Total Contract Price	Amount Previously Paid	Amount Currently Owng	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 616-463-9429	Concrete sanitary & storm manholes	\$ 27,960.33	\$ 27,990.33	\$ -	\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
					\$ -
TOTALS		\$ 250,001.92	\$ 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, 2024

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 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:

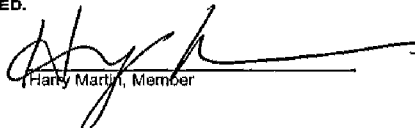
Allen Distribution**East N Ave., Kalamazoo, MI**

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

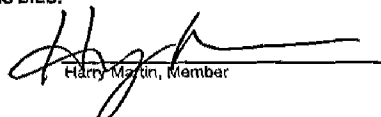
East N Ave., Kalamazoo, MI

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	

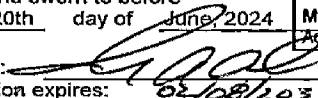
The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates 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.

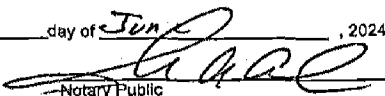
WARNING TO OWNER: AN OWNER OR LESSEE OF THE ABOVE-DESCRIBED PROPERTY**MAY NOT RELY ON THIS SWORN STATEMENT TO AVOID THE CLAIM OF A****SUBCONTRACTOR, SUPPLIER, OR LABORER WHO HAS PROVIDED A NOTICE OF****FURNISHING OR A LABORER WHO MAY PROVIDE A NOTICE OF FURNISHING PURSUANT****TO SECTION 109 OF THE CONSTRUCTION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

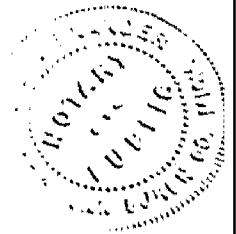
JOSEPH A ALEXANDER
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF VAN BUREN
My Commission Expires February 8, 2030
Acting in the County of _____


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 Dziera & 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: Kalamazoo

Subscribed 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 }

)SS

COUNTY OF KALAMAZOO :)

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 7/20/2024:

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	\$ 118,987.80	\$ 103,589.54	\$ 103,589.00
					\$ -
					\$ -
					\$ -
					\$ -
Grand Valley Concrete Products 2600 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	\$ 146,978.13	\$ 103,589.54	\$ 103,589.00

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

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

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

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

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

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

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

LESSEE IF THE DESIGNEE IS NOT NAMED OR HAS DIED.

Kyle Marshall

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 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 _____

Kyle Martin
Notary Public State of Michigan
Allegan County
My Commission Expires 4/27/2031
Acting in the County of Allegan

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

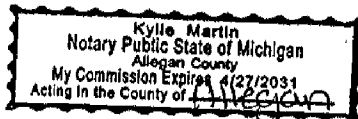
PERIOD TO: 20-Aug-24

ARCHITECT'S PROJECT NO: 2023-01

A Item No.	B Description of Work	C Scheduled Value	D Work Completed		F Materials Presently Stored (Not in D or E)	G Total Completed And Stored To Date (D + E + F)	H % (G/C)	I Balance To Finish (C - G)	J 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.

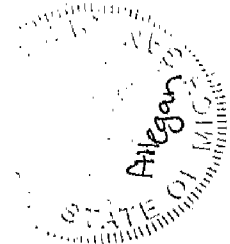


Notary Public

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 Owed	Balance to Complete
Ferguson Waterworks 1931 Snow Road Lansing, MI 517-322-0300	Pipe and Fittings	\$ 222,041.89	\$ 220,782.99	\$ 1,258.60	\$ -
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	\$ 1,258.60	\$ -

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

Title

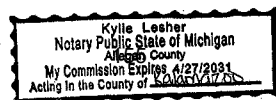
H&K Excavating
7504 Stadium Drive
Kalamazoo, MI 49009

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:

KCBRA 6-26-25 Public Packet
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)
									<hr/> 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
20161-0004
RIE200
2023-461

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.

Adrienne Raitig
By Adrienne Raitig
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.

Tina M. Marget
Notary Public Tina M. Marget

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**.

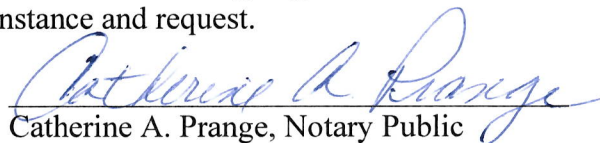
Now, Therefore, Know Ye, that the undersigned, in consideration of the sum **FORTY FIVE THOUSAND, TWO HUNDRED TWENTY DOLLARS AND NO CENTS (\$45,220.00)** to be received shall waive unto the Land and Building Owner of said premises, any and all lien, right of lien or claim of whatsoever kind or character 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

Douglas Koop
Brownfield RRD
EGLE
7953 Adobe Road
Kalamazoo, MI 49009

Subject: Paper City Development, LLC – The Mill at Vicksburg - Request for adjustment to Brownfield Loan repayment terms

Mr. Koop,

The Kalamazoo County Brownfield Redevelopment Authority (KCBRA) is requesting a change to the loan terms for the Brownfield Loan tracking code 2018-1323, EGLE Loan Location code 6705, for the above mentioned project. The Kalamazoo County Brownfield Redevelopment Authority (KCBRA) believes that this project meets the criteria for modification of the loan terms due to circumstances caused and/or aggravated by the COVID-19 emergency as stated in a letter to EGLE Loan Recipients, dated May 29, 2020, from Carrie Geyer, Manager, EGLE Brownfield Assessment and Redevelopment Section. This project has had direct negative financial impacts resulting from the COVID-19 as outlined below.

Background

An abandoned historic paper mill in the Village of Vicksburg is in the process of being redeveloped into a mixed-use development that will include a hotel, brewery and distillery, a beer garden, demo gardens, public green space and more. The Mill at Vicksburg project will be a catalyst for long-term, future growth in the entire region. The project is expected to generate a total private investment is estimated to be over \$90 million.

The former paper mill building is situated near the center of the developed parcels and covers approximately 429,992 square feet (SF) under one roof, having a building area of 406,370 SF and a net usable square footage (NSF) of 369,711 SF. This building consists of the original mill building (east portion) and subsequent additions which are mostly of brick construction.

The redevelopment began in 2019, following approval by the KCBRA of a Transformational Brownfield Plan on March 6, 2019 and support by the Michigan Strategic Fund on July 23, 2019. The mill was in need of significant structural and environmental rehabilitation to return it to functional use. Buildings not pertinent to the

historic nature of the structure have been demolished and building stabilization activities to renovate, rehabilitate and protect the historic building are substantially completed. Activities completed include demolition of non-structural materials throughout the building, lead and asbestos abatement and associated air sampling, exterior brick restoration, window opening repairs, and signification new roofing and building supports. To date, Paper City Development, LLC (the “Developer”) has spent more than \$20 million on these activities.

Significant environmental investigation has also been completed to ensure that all environmental due care requirements are satisfied. These activities include vapor intrusion assessments, vapor mitigation pilot testing, placement of an interim sub-slab depressurization/soil vapor extraction system (SSDS/SVE), soil sampling to evaluate direct contact concerns across the site, soil sediment sampling, and waste removal and characterization, among others.

Plans for the next phase of redevelopment include utility upgrades and installation, followed by grading of the east side yard, as well as parking lot construction and cleaning of trench drains within the building. These activities are in the planning and design phase now, with work likely to begin in early 2026. Extending the EGLE Brownfield loan for one year, until October 8, 2026, will provide time sufficient to complete the approved tasks under the loan.

The Mill project, as with many projects, faced delays caused by the pandemic and the resulting supply chain issues that continue to impact construction projects. Unlike many projects that stopped entirely, the Mill work remains ongoing, albeit at a slightly slower pace. The one-year extension will allow for the project to utilize the loan funds as originally intended.

Substantial work has been and continues to be completed at the site to move it towards final redevelopment. In addition to environmental activities, Construction activities completed include demolition of non-historic sections of the building, selective demolition within the building (including asbestos abatement), lead abatement, and building stabilization (includes masonry repairs, shoring and bracing, roof repairs, structural steel, deck and column repairs, and repair of window bucks). The investment to date is more than \$20,000,000 on the total redevelopment of the site.

Basis for Request for Renegotiation of Loan Terms

Project issues that contribute to our request for renegotiation of loan terms are as follows:

1. **Delays.** The Developer has indicated that the redevelopment has been delayed by:
 - a. COVID 19, which necessitated a shutdown of all construction activities for several months;
 - b. When allowed back to work, the COVID-19 pandemic caused further construction delays as a result of critical staffing issues;
 - c. COVID-19 has caused significant supply chain issues, causing building materials to be delayed; and
 - d. The circumstances of COVID-19 has both necessitated and allowed time for a review of entertainment and corporate event plans and improvements to those plans are currently being developed.
 - e. As a result of these delays, it is anticipated that the timeline for opening of the establishment will be delayed by three years. The initially planned phased opening beginning in 2021 and extending through 2024 is now projected to begin in 2027, but will feature an opening of the entire establishment.
2. **Increased Costs/Financial.** The Developer has indicated that project estimated costs have increased as a result of the following: Increased costs inherent to delays caused by the COVID pandemic;
 - a. Inflation, a likely impact of COVID-19, has caused significant increases in construction costs; and
 - b. Cost associated with redesign of certain aspects of the Project to improve its economic viability. This includes a contract with a nationally recognized firm experienced with similar developments and is expected to improve upon details associated with entertainment, corporate events, and hotel venues.
 - c. As a result of these increased costs, total private investment in the project is expected to increase to at least \$90 million.

Specific Request to EGLE for Modification of Loan Terms

In consideration of the above described economic impacts to the Project, largely caused by the COVID-19 crisis, the KCBRA respectfully requests that EGLE consider the following modifications to the EGLE Brownfield Loan:

1. Extend the Loan Contract Period for one year to October 8, 2026;

Based on our conversations that we would not be able to extend the loan period past the payment start date, we have requested an additional year before the payments would start. The KCBRA is hopeful that the proposed changes to the EGLE Brownfield loan terms will allow for the economic recovery of the developer and the Kalamazoo County Area. Please let me know if you need additional information related to this request. I can be reached at mrwalt@kalcountry.com or 269-384-8305 to discuss the proposed loan terms further.

DRAFT - Letterhead & Signature pending

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
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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			

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 Brownfields 2025 Travel Budget (1 Director) August 4th – August 8th

- \$ 275 – Brownfields Conference Registration Fee (Chicago, IL, Aug. 5th – Aug. 8th, 2025)
- \$ 1,023 – Lodging Expense (\$218 x 4 w/17.4% sales tax 8/4/25-8/8/25)
- \$ 86 – Amtrack Train Tickets (Depart MI 8/4/25; Depart IL 8/8/25)
- \$ 25 – Mobile Workshop (Taking a Step into Public Housing, 8/6/25)
- \$ 69 – First day of travel M&IE per diem (8/4/25)
- \$ 0 – Revolving Loan Fund Evening Welcome Reception 8/4/25 (no meals provided)
- \$ 69 – Second day M&IE per diem (pre-conference RLF breakfast provided 8/5/25)
- \$ 92 – Third day M&IE per diem (no meals provided by conference 8/6/25)
- \$ 50 – Community Reception Ticket 8/7/25 (amt based on '23 reception ticket price of \$30)
- \$ 92 – Fourth day M&IE per diem (less \$38 if attending Community Reception Dinner 8/7/25)
- \$ 69 – Last day of travel M&IE per diem (8/8/25)

\$ 2,000 (actual ~\$1,850)

- \$927.44 (EPA '21 Grant Travel Budget Remaining)

\$ 922.56 – Estimated from KCBRA Staff Training Budget

**Per diem rates Chicago, IL for July 1, 2025 – August 31, 2025*

Primary destination ①	County ①	M&IE total	Breakfast	Lunch	Dinner	Incidental expenses	First and last day of travel
Chicago	Cook / Lake	\$92	\$23	\$26	\$38	\$5	\$69.00



About Membership

Advocate. Discover. Collaborate.

The Michigan Economic Developers Association exists to increase members' knowledge and understanding of economic development.

Since 1960, MEDA has provided [services and programs](#) that enable our members to be more effective in attracting and retaining businesses that provide quality employment for communities around the state. MEDA primarily focuses on giving members opportunities to learn, advocate, and network for the benefit of Michigan's economic growth. Our efforts help economic developers make Michigan a better place to work, live, and play.

Being a member of MEDA, you will benefit from:

- Education – MEDA programs are consistently high quality and designed to meet the needs of our members.
- Networking – An unmatched peer group comprised of some of the finest economic development practitioners in the nation.
- Economics – You save over \$250 annually by attending MEDA programs at the member rate.

Activities, Programs, and Services

MEDA members are provided [services and programs](#) that enhance the economic development education, networking, and advocacy activities that are essential to their careers.

Membership Profile

MEDA membership consists of professionals from the following areas of economic development throughout the entire State of Michigan:

- Brownfield Redevelopment
- Business Finance
- Chambers of Commerce
- Community Development
- Consulting
- Downtown Development
- Environmental Consulting
- Higher Education
- Municipalities
- Planning
- Private and Public Economic Development Organizations
- Real Estate Development
- State Agencies
- Utilities and infrastructure
- Workforce Development
- Others interested in economic development

Active Member \$325

Any person actively engaged in economic development as a primary (more than 50% of work time) responsibility or assignment within an organization, firm, corporation, or legal entity. Active members have all privileges of membership, including voting rights, and eligibility to serve as Board Members, and Committee and Task Force Chairs.

Become a Certified Economic Developer (CEcD)

Step #1 - Prepare for the CEcD Exam Application

Gain Work Experience

You must obtain at least 4 consecutive years of paid full-time economic development work experience within the past 6 years. To confirm your work experience meets this requirement, please submit your current resume to ccolan@iedconline.org for review.

The coursework for the CEcD certification program is divided into 2 categories: Core Competency and Elective Competency.

You must attend all **4** Core Competency training courses listed below.

- Basic Economic Development Course (BEDC)
- Business Retention & Expansion
- Economic Development Credit Analysis
- Real Estate Development & Reuse

You must attend any **2** Elective Competency training courses listed below.

- Economic Development Finance Programs
- Economic Development Marketing & Attraction
- Economic Development Strategic Planning
- Entrepreneurial & Small Business Development Strategies
- Foreign Direct Investment & Exporting
- Managing Economic Development Organizations
- Neighborhood Development Strategies
- Technology-Led Economic Development
- Workforce Development Strategies
- Introduction to Entrepreneurship-Led Economic Development **or** Accelerating Growth Through Entrepreneurship-Led Economic Development

MEDA Basic Course: \$645

Business Retention & Expansion: \$535

Economic Development Credit Analysis: \$650

Real Estate Development & Reuse: \$535

Elective Course 1: \$535

Elective Course 2: \$535

Exam: \$610.00

*Retake: \$385 (estimated, ICMA spokesperson stated most do not pass their first time)

\$4,450* Estimated Budget (less if no retake exam, 1-2 years total for completing coursework)

(estimated amount allocated toward 2025 Budget \$2,000; toward 2026 Budget \$2,450)

Postage		
Jan-March	\$	154.86
April-June	\$	8.74
July-Sept.		
Oct.-Dec.		
Total	\$	163.60
Printing		
Jan-March	\$	-
April-June		
July-Sept.		
Oct.-Dec.		
Total	\$	-

Office Supplies		
Total	\$	-

Contractual		
Fishbeck 2/14/25	\$	1,802.50
Fishbeck 3/3/25	\$	63.75
Fishbeck 3/3/25	\$	5,232.75
Fishbeck 6/9/25	\$	4,050.36
Total	\$	11,149.36

Contractual Op.		
Fishbeck 2/14/25	\$	220.22
Fishbeck 3/3/25	\$	78.33
Fishbeck 6/9/25	\$	301.50
Total	\$	600.05

Site Study		
Fishbeck 2/14/25 (KVHH)	\$	285.25
Fishbeck 3/3/25 (KVHH)	\$	2,323.25
Fishbeck 5/14/25 (KVHH)	\$	391.50
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

Miscellaneous		
Total	\$	-

*corrected from \$35

Indirect Cost alloc.		
Total	\$	-

Interest Expense		
Total	\$	-

Total Expenses	\$	44,995.48
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KCBRA Admin Account Balance \$709,275.82

Estimated KCBRA Fund amounts with Encumbrances & TIR Held for Reimbursements

Fund 243 General Fund \$5,806,448.52

Fund 242 LBRF \$4,805,089.05

MUNIS Actual	MUNIS Actual
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IPUSA (invoice packet #3)
Landscape Forms Inc.

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	
Fishbeck WO #2025-3 Rooney's Sould Food Wagon 6/9/25		7,366.50	-7,366.50	
Dividends from Michigan CLASS investment \$4.6 M 5/31/25	18,016.42		18,016.42	
Subtotals	5,489,053.07	187,923.88	5,301,129.19	
Fund 242 TOTAL to date \$				5,301,129.19
Estimated amount less encumbrances 4,805,089.05 See Expense Detail 2025 for outstanding workorders				
Dividends 2025 Year to Date	88,307.80			
Total Dividend Deposits to Date	243,081.29			
Total Project Revenues for 2024 Year End	369,816.52			
Total Project Expenses for 2024 Year End	114,371.66			
Total Project Revenues for 2025 Year to Date	7,426.54			
Total Project Expenses for 2025 Year to Date	21,398.21			
LBRF work order totals remaining	34,940.14			
LBRF grant and loan totals remaining	461,100.00			
LBRF amount less encumbrances	4,805,089.05			

LBRF Emerging Developer Fund	
Encumbered Amt.	79,614.34
Fund Expenses	14,085.66
Allocated in '25	500,000.00
Remaining	420,385.66
Projects Funded	3