



**JACKSON COUNTY BROWNFIELD  
REDEVELOPMENT AUTHORITY**  
SERVED BY ACCELERATE JACKSON COUNTY

**JCBRA MEETING AGENDA**  
**Thursday, November 6, 2025, at 7:30 a.m.**  
County Tower Building – Commission Chambers  
120 W. Michigan Avenue, 5<sup>th</sup> Floor

**Call to Order**

**Public Comment**

**Consent Agenda** – Items removed to be considered separately

- a) \*Minutes from September 4, 2025, JCBRA Board Meeting
- b) \*JCBRA Financial Statements through September 30, 2025
- c) \*JCBRA Invoices through September 30, 2025

**JCBRA Active Project Updates**

**Old Business** – None.

**New Business**

- a) \*Review of Brown Floral-JCBRA Draft Loan Agreement (Fishbeck)
- b) \*Consideration of Reimbursement Request #5 – Fern Ventures, LLC
- c) \*Falahee Rd. Discussion

**Director's/Staff Comments**

- a) Staffing Update

**Board Member Comments**

**Community/Public Comments**

**Next Meeting:** Thursday, December 4, 2025, JCBRA Annual Meeting will be held at the County Tower Building, Commission Chambers, 120 W. Michigan Ave, 5<sup>th</sup> Floor, at 7:30 a.m.

**Adjourn**

**\*Indicates Attachment**



**JACKSON COUNTY BROWNFIELD  
REDEVELOPMENT AUTHORITY**  
SERVED BY ACCELERATE JACKSON COUNTY

**JCBRA Board Meeting Minutes**  
**September 4, 2025 - 7:30 a.m.**  
**County Tower Building, Jackson County Commission**  
**Chambers, 5<sup>th</sup> Floor, 120 W. Michigan Ave.**

**Present (9):** Brad Brelinksi, AJ Crownover, Ted Hilleary, Pete Jancek, Mark Schopmeyer, Jim Seitz, Steve Shotwell, Connor Wood, and Brad Runkel.

**Absent (0):** None.

**Task Force Partners (1):** John O'Connor, Director of Planning & Zoning, City of Jackson. Mike Overton, County Administrator. Dave Stegink and Emily Dunbar, Fishbeck. Mike Jors, Southern Michigan Bank & Trust.

**Staff (2):** Debbie Kelly and Sara Owen, Accelerate Jackson County.

Others (1): Deb Faust

**Call to Order:** Chairman Runkel called the meeting to order at 7:31 a.m.

**Public Comment:** None

**JCBRA Meeting Minutes from July 10, 2025:**

*Motion by J. Seitz to approve the meeting minutes from the May 1, 2025, meeting. Supported by T. Hilleary. Approved unanimously.*

**JCBRA Financial Statements through July 31, 2025:**

*Motion by P. Jancek to approve the financial statements through May 31, 2025. Supported by C. Wood. Approved unanimously by roll call vote.*

**Ms. Kelly verbally added invoices totaling \$63,533.53 from the 2024 TIF Reimbursement:**

*Motion by P. Jancek to approve the invoices totaling \$63,533.53. Supported by S. Shotwell. Approved unanimously by roll call vote.*

**JCBRA Project Updates:**

**Old Business:**

D. Kelly summarized key takeaways from the National Brownfield Conference, including topics on AI, data centers, and Brightfields. She stated that networking was difficult due to the size of the event center.

**New Business:**

a. **Fishbeck's Recommendation to Finance Brown Floral**

Dave Stegink introduced Emily Dunbar, who will assist with City of Jackson and Jackson County projects. Emily shared her background in environmental work since 2016 and expressed

enthusiasm for continuing her brownfield career with Fishbeck.

**Project Overview:**

- The City of Jackson pledged \$10,000 from its EPA Environmental Assessment grant.
- The JCBRA pledged \$2,500 for investigation and research and an additional \$7,500 to match the City's commitment.
- A loan of up to \$86,500 from the County BRA's Local Brownfield Revolving Fund was proposed, contingent upon the City adopting a brownfield plan.

**Project Plans:**

Potential purchaser Debra Faust introduced herself and her husband, describing their intention to maintain Brown Floral as a flower shop while expanding community engagement. Plans include property improvements, community gardening, and event hosting. Debra highlighted her professional background with DHHS and her family's involvement in the business.

**Board Discussion:**

- Clarification that the project focuses on due diligence, not redevelopment at this stage.
- Discussion of loan structure, interest rate, and reimbursement process.
- Emphasis on the City of Jackson's adoption of a brownfield plan as a prerequisite.

***Motion by S. Shotwell to authorize staff to develop an agreement for up to \$86,500 from the County BRA's Local Brownfield Revolving Loan Fund, contingent on the City's brownfield plan adoption. Supported by C. Wood. Approved unanimously by roll call vote.***

**Director's/Staff Comments:**

D. Kelly summarized key takeaways from the National Brownfield Conference, including topics on AI, data centers, and Brightfields. She stated that networking was difficult due to the size of the event center.

D. Kelly gave an update on Parma Phase II. The project is currently on hold. The wetland delineation came back as mostly wetlands.

D. Kelly and D. Stegink participated on a Zoom call with EGLE. There is potential funding for assessment projects in Jackson County. The board agreed on the importance of identifying priority sites for future funding.

**Board Comments:**

None.

**Next Meeting:**

The next JCBRA Board Meeting is scheduled for October 2, 2025, at 7:30 a.m. at Jackson County Tower Building, 120 W Michigan Ave, 5th Floor.

**Adjourned:** 8:11 a.m.

*Respectfully submitted by Sara Owen, AJC Executive Assistant*

**BROWNFIELD REDEVELOPMENT AUTHORITY**  
**STATEMENT OF FINANCIAL POSITION**  
**September 30, 2025**

**ASSETS**

**CURRENT ASSETS**

CHECKING ACCOUNT	\$	12,785.32	
TIF ACCOUNT		282,961.42	
CHECKING ACCOUNT- ZM BCRLF		187,810.24	
LOCAL BRNFLD REVOLV FUND		86,202.29	
SHORT TERM REC - ZM		<u>35,536.68</u>	
 TOTAL CURRENT ASSETS			 605,295.95

**OTHER ASSETS**

NOTE REC - ZM BCRLF		<u>334,637.67</u>	
 TOTAL OTHER ASSETS			 <u>334,637.67</u>

<b>TOTAL ASSETS</b>		<u><u>\$ 939,933.62</u></u>	
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**LIABILITIES AND NET ASSETS**

**CURRENT LIABILITIES**

A/P GENERAL	\$	<u>63,533.53</u>	
 TOTAL CURRENT LIABILITIES			 63,533.53

**LONG TERM LIABILITIES**

COUNTY OF JACKSON LOAN		<u>117,500.00</u>	
 TOTAL LONG TERM LIABILITIES			 <u>117,500.00</u>

TOTAL LIABILITIES			181,033.53
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**NET ASSETS**

UNRESTRICTED FUND EQUITY		767,039.82	
EXCESS REVENUE OVER EXPENSE		<u>(8,139.73)</u>	

TOTAL NET ASSETS			<u>758,900.09</u>
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<b>TOTAL LIABILITIES &amp; NET ASSETS</b>			<b>\$ 939,933.62</b>
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**BROWNFIELD REDEVELOPMENT AUTHORITY**  
**STATEMENT OF ACTIVITY**  
**For the Nine Months Ending September 30, 2025**

	Current Month	Year to Date
<b>REVENUES</b>		
TIF INCOME	\$ 5,375.65	\$ 64,052.95
INTEREST INCOME - BRA	2.63	23.88
INTEREST INCOME - ZM BCRLF	38.58	336.94
INTEREST INCOME - TIF ACCT	58.02	473.68
INTEREST INCOME - LBRF	17.70	161.01
	5,492.58	65,048.46
 <b>TOTAL REVENUES</b>		
	5,492.58	65,048.46
 <b>EXPENSES</b>		
STAFF TIME - BRA - BCRLF	0.00	4,326.02
CONSULTING - BRA - BCRLF	0.00	5,006.60
TIF REIMBURSEMENT EXP - BRA	63,533.53	63,533.53
MISCELLANEOUS - BRA	0.00	322.04
	63,533.53	73,188.19
<b>TOTAL EXPENSES</b>	<b>63,533.53</b>	<b>73,188.19</b>
 <b>EXCESS REVENUE OVER EXPENSE</b>	 <b>(\$ 58,040.95)</b>	 <b>(\$ 8,139.73)</b>

**BROWNFIELD REDEVELOPMENT AUTHORITY**

**General Ledger**

**For the Period From Sep 1, 2025 to Sep 30, 2025**

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and in Detail Format.

<b>Account ID</b>	<b>Date</b>	<b>Reference</b>	<b>Jrnl</b>	<b>Trans Description</b>	<b>Debit Amt</b>	<b>Credit Amt</b>	<b>Balance</b>
<b>Account Description</b>							
1010-BRA-000	9/1/25			Beginning Balance			12,782.69
CHECKING ACCOUNT	9/30/25		GENJ	September Interest	2.63		
				Current Period Change	2.63		2.63
	<b>9/30/25</b>			<b>Ending Balance</b>			<b>12,785.32</b>
1020-BRA-000	9/1/25			Beginning Balance			277,527.75
TIF ACCOUNT	9/3/25	Debbie took	CRJ	Columbia Township	5,375.65		
	9/30/25		GENJ	September Interest	58.02		
				Current Period Change	5,433.67		5,433.67
	<b>9/30/25</b>			<b>Ending Balance</b>			<b>282,961.42</b>
1025-BRA-000	9/1/25			Beginning Balance			187,771.66
CHECKING ACCOUNT- Z	9/30/25		GENJ	September Interest	38.58		
				Current Period Change	38.58		38.58
	<b>9/30/25</b>			<b>Ending Balance</b>			<b>187,810.24</b>
1035-BRA-000	9/1/25			Beginning Balance			86,184.59
LOCAL BRNFLD REVOL\	9/30/25		GENJ	September Interest	17.70		
				Current Period Change	17.70		17.70
	<b>9/30/25</b>			<b>Ending Balance</b>			<b>86,202.29</b>
1150-BRA-000	9/1/25			Beginning Balance			35,536.68
SHORT TERM REC - ZM							
	<b>9/30/25</b>			<b>Ending Balance</b>			<b>35,536.68</b>
1205-BRA-000	9/1/25			Beginning Balance			334,637.67
NOTE REC - ZM BCRLF							
	<b>9/30/25</b>			<b>Ending Balance</b>			<b>334,637.67</b>

Account ID	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
<b>Account Description</b>							
2005-BRA-000	9/1/25			Beginning Balance			
A/P GENERAL	9/3/25	INV-0000520	PJ	State of Michigan		5,811.50	
	9/5/25	20-24 TIF Reir	PJ	American 1 Credit Union		6,939.09	
	9/5/25	2024 TIF	PJ	Fern Ventures, LLC		24,304.88	
	9/5/25	2024 TIF Reim	PJ	Kelcade Development, LLC		17,979.18	
	9/5/25	2024 TIF Reim	PJ	Village of Brooklyn		8,498.88	
				Current Period Change		63,533.53	-63,533.53
	<b>9/30/25</b>			<b>Ending Balance</b>			<b>-63,533.53</b>
2025-BRA-000	9/1/25			Beginning Balance			-117,500.00
COUNTY OF JACKSON LOAN							
	<b>9/30/25</b>			<b>Ending Balance</b>			<b>-117,500.00</b>
3005-BRA-000	9/1/25			Beginning Balance			-767,039.82
UNRESTRICTED FUND EQUITY							
	<b>9/30/25</b>			<b>Ending Balance</b>			<b>-767,039.82</b>
4825-BRA-000	9/1/25			Beginning Balance			-58,677.30
TIF INCOME	9/3/25	Debbie took	CRJ	Columbia Township - 2024 TIF Capture for 221 Mill St		5,375.65	
				Current Period Change		5,375.65	-5,375.65
	<b>9/30/25</b>			<b>Ending Balance</b>			<b>-64,052.95</b>
4910-BRA-000	9/1/25			Beginning Balance			-21.25
INTEREST INCOME - BR	9/30/25		GENJ	September Interest		2.63	
				Current Period Change		2.63	-2.63
	<b>9/30/25</b>			<b>Ending Balance</b>			<b>-23.88</b>
4915-BRA-000	9/1/25			Beginning Balance			-298.36
INTEREST INCOME - ZM	9/30/25		GENJ	September Interest		38.58	
				Current Period Change		38.58	-38.58
	<b>9/30/25</b>			<b>Ending Balance</b>			<b>-336.94</b>
4920-BRA-000	9/1/25			Beginning Balance			-415.66
INTEREST INCOME - TIF	9/30/25		GENJ	September Interest		58.02	

Account ID	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
Account Description							
	9/30/25			Current Period Change		58.02	-58.02
				<b>Ending Balance</b>			<b>-473.68</b>
4935-BRA-000	9/1/25			Beginning Balance			-143.31
INTEREST INCOME - LBI	9/30/25		GENJ	September Interest		17.70	
				Current Period Change		17.70	-17.70
	9/30/25			<b>Ending Balance</b>			<b>-161.01</b>
5095-BRA-000	9/1/25			Beginning Balance			4,326.02
STAFF TIME - BRA - BCRLF	9/30/25			<b>Ending Balance</b>			<b>4,326.02</b>
5710-BRA-000	9/1/25			Beginning Balance			5,006.60
CONSULTING - BRA - BCRLF	9/30/25			<b>Ending Balance</b>			<b>5,006.60</b>
6005-BRA-000	9/1/25			Beginning Balance			
TIF REIMBURSEMENT E	9/3/25	INV-0000520	PJ	State of Michigan - 2023 TIF / State Educ Tax reir	5,811.50		
	9/5/25	20-24 TIF Reir	PJ	American 1 Credit Union - 2024 TIF Reimburse	6,939.09		
	9/5/25	2024 TIF	PJ	Fern Ventures, LLC - 2024 TIF Reimbursement fo	24,304.88		
	9/5/25	2024 TIF Reim	PJ	Kelcade Development, LLC - 2024 TIF Reimburse	17,979.18		
	9/5/25	2024 TIF Reim	PJ	Village of Brooklyn - 2024 TIF Reimbursement for	8,498.88		
				Current Period Change	63,533.53		63,533.53
	9/30/25			<b>Ending Balance</b>			<b>63,533.53</b>
9010-BRA-000	9/1/25			Beginning Balance			322.04
MISCELLANEOUS - BRA	9/30/25			<b>Ending Balance</b>			<b>322.04</b>



**November 6, 2025  
JCBRA Invoice Report**

**TIF Account Expenses:**

<b>Fishbeck:</b> Professional Services through 8/29/2025	\$ 1,793.75
<b>Fishbeck:</b> Professional Services through 9/30/2025	\$
<b>Blackman Charter Township:</b> 2024 Over capture for Jackson Self Storage	\$10,488.50
<b>Accelerate Jackson County:</b> Reimburse Nat'l Brownfield Conference expenses	\$ 2,867.54

**TOTAL TIF Account Expenses:** \$15,149.79

**ZM BCRLF LOAN STATUS/ACTIVITIES:**

FUND CATEGORY	AMOUNT
<b>Revenue</b>	
<b>Original Zimmer Marble BCRLF Loan</b> <i>Balance as of 08/27/2025: \$367,212.96</i>	<b>\$800,000.00 (Current through 04/01/2022)</b>
<b>Expenses:</b> None to report.	<u>\$0</u>
<b>Total ZM/BCRLF Expenses:</b>	<span style="background-color: yellow;">\$0</span>

Invoices to be approved by the JCBRA Board of Directors on 11/06/2025: \$15,149.79

2024 TIF Reimbursement Invoices to be approved POST AUDIT from 9/04/2025 Meeting:

1) American 1 Credit Union	\$ 6,939.09
2) Fern Ventures	\$ 24,304.88
3) Kelcade Development/DEP	\$ 17,979.18
4) Village of Brooklyn	\$ 8,498.88
5) State of MI (2023 SET)	\$ 5,811.50
<b>TOTAL:</b>	<span style="background-color: yellow;">\$ 63,533.53</span>

National Brownfield Conference Expenses - Chicago IL

Meals - Debbie and Sara	\$ 184.10
Lodging - Debbie and Sara	\$ 2,001.44
<b>SUBTOTAL</b>	<b>\$ 2,185.54</b>
Transportation - Debbie and Sara	\$ 332.00
Registration for Conference	\$ 350.00
<b>TOTAL</b>	<b>\$ 2,867.54</b>

**JACKSON COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY  
AND DEBRA FAUST (dba BROWN FLORAL)**

**LOAN AGREEMENT**

This Loan Agreement (the “Agreement”) is made and entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2025 between the Jackson County Brownfield Redevelopment Authority (“the Authority”), c/o Accelerate Jackson, with a business address of 100 E. Michigan Avenue, Suite 1100, Jackson, Michigan 49201 and Debra Faust, dba Brown Floral, with a business address of 908 Greenwood Jackson, Michigan 49203 (“Developer”) and jointly referred to as the “Parties”.

**RECITALS**

WHEREAS, the Developer intends to redevelop certain real property located in the City of Jackson, Michigan, being more particularly described on **Exhibit A** attached hereto (the “Property”), to continue the site’s operation as a floral shop (the “Project”);

WHEREAS, the Developer has applied for financial assistance from the Authority and the City of Jackson Brownfield Redevelopment Authority to remove underground storage tanks remaining at the Property;

WHEREAS, the Developer will incur costs related to the removal of underground storage tanks and completion of related environmental activities at the Property which are “Eligible Activities” as that term is defined in the Brownfield Redevelopment Financing Act (1996 PA 381);

WHEREAS, on November 18, 2025, the City of Jackson adopted a Brownfield Plan addressing the eligible activities at the Property and securing a source of Tax Increment Financing through increased property taxes generated from the Property;

WHEREAS, the Authority resolved to negotiate and enter into a loan to aid the Developer in addressing the eligible activities at the Property;

WHEREAS, this Agreement is intended to set forth the terms and conditions under which the Loan will be advanced to the Developer, the method for repayment of the Loan, remedies available to the Authority in the event of default in repayment, and the provision of financial assurances from the Developer to the Authority.

**AGREEMENT**

NOW THEREFORE, for good and valuable consideration including the mutual covenants of the Parties made herein, the receipt and sufficiency of which consideration is hereby acknowledged, the parties agree as follows:

**TERMS AND CONDITIONS**

**1.0 Loan from Local Brownfield Revolving Fund**

Subject to the terms and conditions of this Agreement, the Authority agrees to use its Local Brownfield Revolving Fund to make the Loan to Developer, whereby the

Authority shall reimburse or pay on behalf of the Developer, “Eligible Costs” as defined in the Brownfield Plan Amendment (Exhibit B) in an amount not to exceed \$86,500 (the “Developer Loan Funds”).

## **2.0 Grant From Local Brownfield Revolving Fund**

Subject to the terms and conditions of this Agreement, the Authority agrees to use its Local Brownfield Revolving Fund to make the Grant to Developer, whereby the Authority shall reimburse or pay on behalf of the Developer, “Eligible Costs” as defined in the Brownfield Plan Amendment (Exhibit B) in an amount not to exceed \$7,500 (the “Developer Grant Funds”).

## **3.0 Commencing of Development**

The Developer agrees to commence work on the Project as soon as practicable, and expects to complete the Project within 6 months following commencement of work, subject to events that are beyond the reasonable control of the Developer and are of the kind and /or nature of a national emergency, fire, flood, act of God, severe weather conditions, pandemic, governmental shutdown, material shortage or area or industry wide strike that renders it substantially impossible for the Developer to pursue completion of the Project. The Developer shall inform the Authority when the Project is complete and when the Eligible Activities are complete.

## **4.0 Disbursement of Grant and Loan Funds**

The Developer Grant and Loan Funds shall be disbursed to the Developer by the Authority to be applied to incurred and paid Eligible Costs, in accordance with the terms of the Brownfield Plan. Developer shall be responsible to submit to the BRA or its authorized representative all requests for disbursement which shall include copies of invoices, demonstration of completed work (such as reports, letter reports, photographs, manifests, etc.), lien waivers from contractor(s), and proof of payment (ACH report, cancelled check, credit card report). Developer shall make all requests for funds within 6 months of commencing the project.

## **5.0 Proof of Developer’s Financial Capacity**

This Section Intentionally Removed

## **6.0 Reimbursement Process**

Developer will fund costs of Eligible Activities and seek reimbursement for the costs of completed Eligible Activities eligible to be financed with Developer Grant and Loan Funds. Developer’s reimbursement request(s) shall be presented to the BRA representative. Reimbursement requests will be reviewed by the BRA and the BRA’s

oversight consultant, if any, within 30 days of receipt. Costs of approved Eligible Activities will be reimbursed to the Developer by the Authority from the Developer Grant and Loan Funds within 30 days of approval. All requests will be made no later than six months following commencement of the Project.

## **7.0 Loan, Security and Repayment Terms**

- 7.1** Length of Repayment of Loan. The term of the Developer Loan shall be fifteen (15) years (the “Loan Term”), commencing on the date on which Developer Loan Funds are first disbursed to Developer (the “Commencement Date”), and maturing on the fifteenth (15<sup>th</sup>) anniversary of the Commencement Date (the “Maturity Date”). If the first disbursement of Developer Loan Funds to Developer falls on a day other than the first (1<sup>st</sup>) day of a calendar month, then the Commencement Date shall be deemed to have occurred on the first (1<sup>st</sup>) day of the immediately following calendar month.
- 7.2** Use of Tax Increment Financing. Within 90 days following the deadline for requesting Developer Grant and Loan Funds, The Authority shall submit a package of project documentation, costs, proofs of payment, etc. to the City of Jackson Brownfield Redevelopment Authority for reimbursement using all available tax increment funds captured from this Project as detailed in the Brownfield Plan, including the City of Jackson Brownfield Redevelopment Authority’s right to use a portion of the tax revenues for its administrative costs and to pay other eligible expenses detailed in the Brownfield Plan. The City of Jackson Brownfield Redevelopment Authority shall convey available tax increment revenues generated from the Project to the Authority doing so under terms and conditions it may wish to construct with the Authority.
- 7.3** Regular Developer payments. Once the total amount of Developer Loan Funds is ascertained, the Authority shall construct an Amortization Schedule showing a series of fifteen (15) equal annual payments. The annual payment shall be determined by the Authority by April 1 of each calendar year by subtracting the available tax increment revenues from the immediately preceding Summer and Winter real estate taxes from the annual amount in the Amortization Schedule. The Authority shall inform the Developer of the result of the adjustment by May 1 of each calendar year. If there is a shortfall of available tax increment revenues to fully cover the amortized amount due, the Developer shall pay the difference by June 1 of each calendar year. If there are excess tax increment revenues to meet the annual payment, the excess funds shall be applied to the principal due in the next scheduled payment or, if deemed appropriate by the Authority, used to pay its administrative costs, interest expense, and/or cost of eligible activities related to the Project.

## **8.0 Records; Disbursement; Payments**

The Authority will be responsible for keeping a written record of the Developer Loan Funds disbursed to the Developer, monies applied in repayment of the Developer Loan from available tax increment revenues, and any additional Developer payments.

Developer agrees that the calculation by the Authority of the outstanding balance of Developer Loan Funds advanced to Developer is accepted as the outstanding balance owed under this Agreement (the "Loan Balance"), absent manifest error. At the request of Developer, Authority agrees Developer shall have the right to inspect and copy all of the Authority's records pertaining to this Agreement, the Brownfield Plan, and the reimbursement documentation.

## **9.0 Conditions of Default**

Each of the following shall constitute an event of default under this Loan Agreement ("Event of Default"):

- 9.1** Default by Developer in the performance of any covenant or obligation under this Agreement, including the obligation to make payments due on the Developer Loan during the Repayment Period.
- 9.2** Default by Developer under any of the terms of the Reimbursement Agreement.
- 9.3** Developer becomes insolvent, consents to or applies for the appointment of a receiver, trustee or liquidator of itself or any of its property, admits in writing its inability to pay its debts generally as they become due, makes a general assignment for the benefit of creditors, files a voluntary petition in bankruptcy, or seeks reorganization or similar arrangement in a proceeding under the bankruptcy code.

## **10.0 Notice of Default; Cure Period**

Except as otherwise provided in this Agreement, upon an Event of Default, the Authority shall provide Developer written notice of such default. The Developer shall have a period (the "Cure Period") of thirty (30) days after Developer receives written notice of such failure to cure the same and an Event of Default shall not be deemed to exist during the Cure Period; provided, if Developer commences to cure such failure during the Cure Period and is diligently and in good faith attempting to effect such cure, the Cure Period shall be extended for so long as Developer is diligently effecting such cure.

## **11.0 Remedy for Default**

Notwithstanding anything to the contrary in this Agreement, upon an Event of Default which remains uncured after the Cure Period described in Section 10.0, at the option of the Authority and without notice, the Loan Balance shall become immediately due and payable to the Authority, and Developer hereby promises to pay the Loan Balance without presentment, notice, or demand, all of which are hereby expressly waived by Developer. The Authority shall have the right to pursue all remedies at law or in equity to collect the Loan Balance.

**12.0 Miscellaneous**

**12.1 Costs and Fees.** Nothing in this Agreement prevents the Authority from seeking reimbursement for its administrative costs, interest expense, and eligible activities from the tax increment revenues available through the Brownfield Plan except that the Authority shall not seek reimbursement for such expenses unless on an annual basis there are excess tax increment revenues above the amortization payment amount, or until the developer is paid in full.

**13.2 Notices.** All notices, approvals, consents and other communications required under this Agreement shall be in writing and shall be deemed given: (i) when delivered in person; (ii) when sent by fax or email; (iii) when sent by a nationally-recognized receipted overnight delivery service with delivery fees prepaid; or (iv) when sent by united states first-class, registered, or certified mail, postage prepaid. The notice shall be effective immediately upon personal delivery or upon transmission of the fax or email; one day after depositing with a nationally recognized overnight delivery service; and five days after sending by first class, registered, or certified mail. Notices shall be sent to the parties as follows:

To: Authority	To: Developer
c/o Accelerate Jackson	Deb Faust
100 E. Michigan Avenue	908 Greenwood
Jackson, MI 49201	Jackson, MI 49203
Attn: Sara Owen	

w/copy to:

w/copy to:

**Attn: Attorney**

**Attn:**

**13.3 Severability.** If any term, provision or condition contained in this Agreement shall, to any extent, be invalid or unenforceable, the remainder of this Agreement (or the application of such term, provision or condition to persons or

circumstances other than those in respect of which it is invalid or unenforceable) shall not be affected thereby, and each term, provision or condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**13.4 Miscellaneous.** This Agreement may be amended or modified only by the written agreement of the parties. The Recitals and each exhibit attached to this Agreement is incorporated and made a part of this Agreement as though more fully set forth in this Agreement. This Agreement shall be interpreted under and governed by the laws of the State of Michigan.

**13.5 Counterparts; Electronic Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall be deemed to be one and the same instrument. Electronically imaged signatures may be used in place of original signatures on this Agreement. Both Parties intend to be bound by the signatures on the electronically imaged document, are aware that the other party will rely on such signatures, and hereby waive any defenses to the enforcement of the terms of this Agreement based on the form of signature.

**13.6 Assignment or Delegation.** Neither party shall assign or delegate all or any portion of its rights or obligations contained in this Agreement without the prior written approval of the other party, in which approval may be withheld in the other party's sole discretion.

The Parties have executed this Agreement effective on the \_\_\_\_\_ day of \_\_\_\_\_, 2025.

**AUTHORITY:**

**DEVELOPER:**

By: Jackson County BRA

By:

Name:

Name:

Title: BRA Board Chair

Title:

Date: \_\_\_\_\_

Date: \_\_\_\_\_



EXHIBIT A

PROPERTY DESCRIPTION

EXHIBIT B

BROWNFIELD PLAN

## EXHIBIT C



## Memo

**TO:** Debbie Kelly, Director, Jackson County Brownfield Redevelopment Authority

**FROM:** Olivia Selby, Brownfield Project Analyst  
Logan Mulholland, Brownfield Project Analyst III  
David A. Stegink, Vice President/Brownfield Program Manager

**DATE:** September 12, 2025

**PROJECT NO.:** 241910

**SUBJECT:** Reimbursement Request #5 from Fern Ventures LLC

---

Fishbeck was requested to review Reimbursement Request #5 submitted by Fern Ventures, LLC for eligible activities described in the 1927 & 1999 Wildwood Avenue Brownfield Plan adopted by the Jackson County Board of Commissioners on October 21, 2014. The Plan allows for reimbursement of eligible activities to the Jackson County Brownfield Redevelopment Authority and to Fern Ventures, LLC.

The 1927 & 1999 Wildwood Avenue Brownfield Plan anticipated available tax increment revenues as early as the 2015 taxes and allows for the capture of up to \$1,532,375.00. Previously, four reimbursement requests have been approved for a total of \$582,255.65. Fern Ventures, LLC has submitted a fifth reimbursement request of \$771,758.13 in eligible costs. This amount is within the limits of the Brownfield Plan.

Specific eligible activities included Baseline Environmental Assessment (BEA) activities (Phase I Environmental Site Assessments (ESAs), Phase II ESAs, and BEAs), due care activities (monitoring well abandonment, sub-slab soil gas vapor barrier, and due care planning), additional response activities (building and site demolition, asbestos survey and abatement, soil remediation, and disposal of contaminated groundwater), development of the Brownfield Plan and Work Plan, and contingencies. An Act 381 Work Plan was approved by the State of Michigan Department of Environmental Quality (now the MI Department of Environment, Great Lakes, and Energy [EGLE]) on June 2, 2015, authorizing the capture of State Education Tax and School Operating tax increment revenues.

After Fishbeck's thorough review, and a visit to the Site, many of Fern Ventures, LLC's costs submitted for the Reimbursement Request #5 were determined to qualify as eligible for site demolition, which included:

- Removal of remnant fencing and clearing and grubbing vegetative overgrowth
- Removal of parking lots, pavements, and other structures
- Partial building demolition necessitated by the poor condition of the structure due to deferred maintenance including removal of damaged water main riser, removal of damaged water valves and piping, and removal of dock doors and filling resulting building openings.

The Brownfield Plan and Act 381 Work Plan states that partial building and site demolition is necessitated by the poor condition of the structure, deferred maintenance, and non-viable historic additions. The

Fishbeck team verified that these activities were consistent with these descriptions. Please see the attached photolog from Fishbeck's site visit on May 1, 2025, included as Appendix 2.

The Fishbeck team has reviewed all bank statements and transactions that correspond with the appropriate checks and has ensured all proper proof of payment has been provided by Fern Ventures, LLC. The Reimbursement Request table provided lists all details of these items.

Based on our review, Fishbeck finds a total of \$771,758.13 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 considerations mentioned above. The total for Reimbursement Requests #1, #2, #3, #4, and #5 is \$1,354,013.78, which is within the Brownfield Plan limits. An additional reimbursement request is anticipated to address the portions of the structure still dilapidated.

A spreadsheet detailing the reimbursement request is included in Appendix 1. The reimbursement request with the updated backup documentation has been provided to the BRA Staff as well.

If you have any questions or require additional information, please contact me at 616.464.3762 or [oselby@fishbeck.com](mailto:oselby@fishbeck.com).

# Appendix

# 1

PROJECT TITLE: 1927 Wildwood Ave and 1999 Wildwood Ave  
 PROJECT ADDRESS: 1927 Wildwood Ave and 1999 Wildwood Ave  
 DATE OF BROWNFIELD PLAN: 10/21/2014  
 PREPARED BY: OS, LLM  
 DATE PREPARED: 5/9/2025  
 CONTINGENCY: 15% (not to exceed 15%)



**Brownfield Plan Approved Estimated Costs**

Category Total	Total	Comments	
<b>1.00 Baseline Environmental Assessment (BEA) - Statutorily Approved</b>			
1.01 Phase I and II Environmental Site Assessments	\$33,500.00	\$33,500.00	Developer Cost
1.02 Baseline Environmental Assessment	\$4,000.00	\$4,000.00	Developer Cost
1.03 Asbestos, Lead and Mold Surveys	\$0.00	\$0.00	
1.04 Pre-Demolition Survey	\$0.00	\$0.00	
<b>Sub-Total</b>	\$37,500.00	\$37,500.00	
Contingency 15%	\$5,625.00	\$5,625.00	
	\$37,500.00	\$43,125.00	

BF Category	Date of Invoice	Invoiced Amt	Invoice #	Contractor	Note:	Local Only	Local and School	Proof of Payment
1.02	6/11/2019	\$ 100.00	22842	Fibertec	Polarized Light Microscopy (PLM) Sample Analysis		X	Check #138, Bill Pay Transaction 138
		\$ 100.00						

Category Total	Total	Comments	
<b>2.00 Due Care</b>			
2.01 Investigation and Assessments	\$50,000.00	\$50,000.00	Developer Cost
2.02 Development of a Plan for Response Activities or Due Care Documentation	\$0.00	\$0.00	
<b>Sub-Total</b>	\$50,000.00	\$50,000.00	
Contingency 15%	\$7,500.00	\$7,500.00	
	\$50,000.00	\$57,500.00	

BF Category	Date of Invoice	Invoiced Amt	Invoice #	Contractor	Note:	Local Only	Local and School	Proof of Payment
2.01	5/13/2021	\$ 2,442.50	210534	M&K Jetting & Televising	Catch Basin Repair	X		Check #5447, 7/30/2022 GLI Bank Statement
2.01	3/24/2022	\$ 2,730.00	220407	M&K Jetting & Televising	Storm Sewer cleaning to restore function	X		Check #5507, 5/31/2022 GLI Bank Statement
		\$ 5,172.50						

Category Total	Total	Comments	
<b>3.00 Additional Response Activities</b>			
3.01 Evaluations and Investigations (beyond AAI or Due Care)	\$0.00	\$0.00	
3.02 Implementing LRUR	\$0.00	\$0.00	
3.03 Lead, mold, asbestos abatement (significant or imminent health hazard)	\$225,000.00	\$225,000.00	Developer Cost
3.04 Building Demolition that is response activity	\$500,000.00	\$500,000.00	Developer Cost

BF Category	Date of Invoice	Invoiced Amt	Invoice #	Contractor	Note:	Local Only	Local and School	Proof of Payment
3.04	10/22/2019	\$ 1,200.00	2715	Roger Kickerbocker	Fill in demo'd door to secure building integrity	X		Check #159, Transaction 159 - County National Bank
3.04	9/14/2019	\$ 6,248.85	0914-19	Currie Industrial Services, LLC	Site and Building Demolition		X	Check #640267, ACH Trans - 11/19/2019, Total \$287,695.75,
3.04	10/17/2019	\$ 4,134.08	1017-19	Currie Industrial Services, LLC	Site and Building Demolition		X	Check #640460, ACH Trans - 12/23/2019
3.04	11/2/2019	\$ 4,695.00	1102-19	Currie Industrial Services, LLC	Site and Building Demolition		X	Check #640648, ACH Trans - 1/28/2020
3.04	12/2/2019	\$ 450.00	1202-19	Currie Industrial Services, LLC	Site and Building Demolition		X	2/11/2020, total \$7368.49 Hillsdale County
3.04	5/2019 - 8/2019	\$ 15,913.00	GLI-Q1-4 2019	Great Lakes Industrial Industry	Interior Office Demolition		X	Self Certified
3.04	9/9/2019	\$ 5,900.00	6331	Calderone Welding, LLC	Interior Demolition		X	Check #156, Transaction 156 - County National Bank (Fern)
3.04	5/22/2020	\$ 300.00	0522-20	Currie Industrial Services, LLC	Site and Building Demolition		X	Check #641531, ACH Trans - 6/29/20, Bank Statement total \$199,142.81 (6/30/2020)
3.04	6/6/2020	\$ 1,162.50	0606-20	Currie Industrial Services, LLC	Site and Building Demolition		X	Check #641608, ACH Trans (7/11/2020) - Statement 7/10/2020, Total \$277318.31
3.04	8/22/2020	\$ 3,840.00	0822-20	Currie Industrial Services, LLC	Site and Building Demolition		X	Check #641964, ACH Trans (9/14/2020)
3.04	9/8/2020	\$ 4,050.00	0908-20	Currie Industrial Services, LLC	Site and Building Demolition		X	Check #642156, ACH Trans 10/20/2020 (Total \$328,774.19)
3.04	10/2/2020	\$ 2,287.50	1002-20	Currie Industrial Services, LLC	Site and Building Demolition		X	Check #642279, ACH Trans (11/16/2020)
3.04	11/5/2020	\$ 1,500.00	1105-20	Currie Industrial Services, LLC	Site and Building Demolition		X	Check #642414, ACH total \$14314.96, 12/11/2020
3.04	9/29/2020	\$ 134,600.00	12720	MW Morss Roofing	Roof Demolition/Roof Replacement to secure building integrity	X		Check #642226, ACH Trans - 11/2/2020
3.04	9/24/2020	\$ 1,215.00	2765	Roger Knickerbocker	Patch voids and holes in wall to secure building integrity	X		
3.04	9/24/2020	\$ 550.00	2766	Roger Knickerbocker	Repair Block in Corner to secure building integrity for new Roof	X		Check #642318, ACH 11/13/2020
3.04	10/16/2020	\$ 7.77	67772	Jackson Plumbing & Heating	Storm Drain repair	X		
3.04	10/14/2020	\$ 203.31	67757	Jackson Plumbing & Heating	Storm Drain repair	X		Check #642343, ACH Trans 11/19/2020
3.04	10/6/2020	\$ 1,092.64	67722	Jackson Plumbing & Heating	Storm Drain repair	X		Check #642297, ACH Trans 11/13/2020
3.04	10/8/2020	\$ 38.00	67729	Jackson Plumbing & Heating	Storm Drain repair	X		Check #642343, ACH Trans 11/19/2020
3.04	10/14/2020	\$ (315.97)	CM67763	Jackson Plumbing & Heating	Storm Drain repair	X		
3.04	10/22/2020	\$ (63.53)	CM67805	Jackson Plumbing & Heating	Storm Drain repair	X		Check #642297, ACH Trans 11/13/2020
3.04	11/2020 and 12/2020	\$ 7,468.92	GLI-Q1-4-2020	Self-Performed Invoice	Storm Drain repair and replace roof purlins to secure building integrity	X		Self Certified
3.04	2/19/2021	\$ 1,518.75	0219-21	Currie Industrial Services, LLC	Site and Building Demolition		X	Check #642913, ACH trans total 238,826.41, 4/7/2021
3.04	3/5/2021	\$ 4,275.00	0305-21	Currie Industrial Services, LLC	Site and Building Demolition		X	Check #643027, ACH trans 4/23/2021, total \$258711.81
3.04	3/31/2021	\$ 24,272.00	12928	MW Morss Roofing	Roof Demolition/Roof Replacement to secure building integrity	X		Check #995005, County National Bank - May 2021 Statement (Fern)
3.04	3/31/2021	\$ 39,227.00	12929	MW Morss Roofing	Roof Demolition/Roof Replacement to secure building integrity	X		Check #995005, County National Bank - May 2021 Statement (Fern)
3.04	4/5/2021	\$ 225.00	0405-21	Currie Industrial Services, LLC	Site and Building Demolition		X	Check #643147, ACH trans 5/18/2021, Total \$11,340.47, check paid 190953
3.04	9/22/2021	\$ 1,100.00	2821	Roger Knickerbocker	Repair Wall/Interior Demo to secure building integrity	X		Check #645383, ACH trans 5/26/2022, paid 6/3/2022
3.04	5/6/2022	\$ 1,056.19	5464	Sahr Building Supply, Inc. Lansing	Door replacement to restore building integrity	X		Credit Card #9556, 5/13/2022 - Credit card statement
3.04	6/23/2022	\$ 7,640.00	2831	Roger Knickerbocker	Repair Wall/Interior Demo to secure building integrity	X		Check #645866, ACH trans 8/19/2022
3.04	8/16/2022	\$ 17,360.00	13681	MW Morss Roofing	Roof repair to secure building integrity	X		Check #645892, ACH trans 8/26/2022
3.04	8/19/2022	\$ 7,900.00	13691	MW Morss Roofing	Roof repair to secure building integrity	X		Check #646093, ACH trans 9/30/2022- paid 9/30/2022
3.04	9/30/2022	\$ 117,720.00	13713	MW Morss Roofing	Roof repair to secure building integrity	X		Check #646562, total \$188,427.44 paid 12/30/2022, check reg
3.04	10/2/2022	\$ 7,402.50	1002-22	Currie Industrial Services, LLC	Site and Building Demolition		X	Check #646161, paid 10/14/2022, total \$255,366.97, ACH trans 10/17/2022
3.04	11/6/2022	\$ 6,453.75	1106-22	Currie Industrial Services, LLC	Site and Building Demolition		X	Check #646357, ACH trans 11/29/2022 (13,844.58), total paid \$179,692.09
3.04	12/6/2022	\$ 3,401.25	1206-22	Currie Industrial Services, LLC	Site and Building Demolition		X	1/3/23, ACH \$9,909.92 12/30/2022

Category Total				Total	Comments	BF Category	Date of Invoice	Invoiced Amt	Invoice #	Contractor	Note:	Local Only	Local and School	Proof of Payment
						3.04	12/16/2022	\$ 26,600.00	22-256	O'Harrow Construction Co.	Building Demolition		X	Check #5547, bank statement GLI 2/28/2023
						3.04	1/3/2023	\$ 3,123.75	0103-23	Currie Industrial Services, LLC	Site and Building Demolition		X	Check #646631, \$10,236.87, total ACH trans 131,280.75
						3.04	1/4/2023	\$ 12,450.00	2847	Roger Knickerbocker	Repair Wall/Interior Demo to secure building integrity	X		Check #995014, Statement 1/31/2023 (Fern Trans)
						3.04	1/11/2023	\$ 4,700.00	2848	Roger Knickerbocker	Repair Wall/Interior Demo to secure building integrity	X		Check #995015, Statement 2/28/2023 (Fern Trans)
						3.04	2/14/2023	\$ 1,660.00	0214-23	Currie Industrial Services, LLC	Site and Building Demolition		X	Check #646876, Statement 3/6/2023
						3.04	3/14/2023	\$ 701.25	0314-23	Currie Industrial Services, LLC	Site and Building Demolition		X	Check #646977, total \$9,913.76, Statement 3/27/23
						3.04	5/26/2023	\$ 3,780.00	0526-23	Currie Industrial Services, LLC	Site and Building Demolition		X	Check #647402, ACH trans 6/13/23, total \$10,606.69
						3.04	6/2/2023	\$ 3,911.25	0602-23	Currie Industrial Services, LLC	Site and Building Demolition		X	Check #648041, paid 7/17/23, 7/14/23 check reg, total \$11,545.57, ACH total \$134,844.57
						3.04	7/28/2023	\$ 20,950.00	23-123	O'Harrow Construction Co.	Roof Demolition/Roof Replacement to secure building integrity	X		Check #5586, bank statement GLI 9/29/2023
						3.04	8/17/2023	\$ 1,590.00	0817-23	Currie Industrial Services, LLC	Site and Building Demolition		X	Check #647853, Statement 9/5/2023 11,361.91, 9/1/23 check reg
						3.04	10/2/2023	\$ 2,936.25	1002-23	Currie Industrial Services, LLC	Site and Building Demolition		X	Check #1002-23, Statement 10/16/2023, 10/13/23 check reg, total ACH 145825.72
						3.04	11/28/2023	\$ 55,100.00	14356	MW Morss Roofing	Roof repair to secure building integrity	X		Check #648396, ACH 12/18/23/ total \$275,774.19, check reg 12/15/2023
						3.04	11/28/2023	\$ 41,528.00	14355	MW Morss Roofing	Roof repair to secure building integrity	X		Check #995019, Statement 12/29/2023
						3.04	12/12/2023	\$ 4,600.00	QGL0054156	Quality Glass - Napoleon Inc	Window replacement to restore integrity and security	X		Check #995020, Statement 1/31/2024
						3.04	1/2/2024	\$ 220.90	QGL0054182	Quality Glass - Napoleon Inc	Window replacement to restore integrity and security	X		Check #995021, Statement 1/31/2024
						3.04	4/10/2024	\$ 109,870.00	14535	MW Morss Roofing	Roof repair to secure building integrity	X		Check #995026, Statement 7/31/2024
						3.04	4/10/2024	\$ 30,000.00	14536	MW Morss Roofing	Roof repair to secure building integrity	X		Check #995026, Statement 7/31/2024
						3.04	5/5/2024	\$ 3,950.00	203055	Lester Brothers Excavating	Catch Basin Repair	X		Check #995031 (only requested \$3,950), Statement 7/31/2024
						3.05	6/24/2020	\$ 224.54	70085-1	All Star Rental	Vegetation Control related to Demolition	X		Check #641751, ACH Trans 8/3/2020
						3.05	7/9/2021	\$ 218.39	78695-1	All Star Rental	Vegetation Control related to Demolition	X		Check #643687, ACH Trans 8/11/2021
						3.05	9/7/2021	\$ 253.79	80240-1	All Star Rental	Vegetation Control related to Demolition	X		Check #644005, ACH Trans 10/18/2021
						3.06	8/7/2019	\$ 323.00	101938	Liberty Landfill	Desposal of Debris		X	Check #101938, 2 Checks combined Trans #155 - County National Bank
						3.06	6/7/2019	\$ 566.00	100762	Liberty Landfill	Desposal of Debris		X	Check #101762, 2 Checks combined Trans #155 - County National Bank
3.05	Site Demolition that is a response activity	\$5,000.00	\$5,000.00		Developer Cost - Well Abandonment	3.06	7/11/2023	\$ 600.00	122581	Liberty Landfill	Desposal of Debris		X	Credit Card # 0308, credit statement trans 10/23/23 - nov statement
3.06	Excavation, Treatment, Transport, Disposal or Contaminated Soil	\$100,000.00	\$100,000.00		Developer Cost	3.06	9/19/2023	\$ 600.00	123697	Liberty Landfill	Desposal of Debris		X	Credit Card #0123, credit statement trans 8/24/23 - sept statement
3.07	Sheeting or Shoring for removals requiring 301, 303, 325 permits	\$0.00	\$0.00											
3.08	Fill (backfill of environmental removals)	\$0.00	\$0.00											
3.09	Pumping, treatment, transportation and disposal of contaminated groundwater	\$100,000.00	\$100,000.00		Developer Cost									
3.10	Engineering Controls (SDS, barriers, etc.)	\$300,000.00	\$300,000.00		Developer Cost									
3.11	Interim Response	\$0.00	\$0.00											
3.12	Remedial Action	\$0.00	\$0.00											
3.13	Container Removal	\$0.00	\$0.00											
3.14	Industrial Cleaning	\$0.00	\$0.00											
3.15	Disposal of Solid Waste Remaining on site	\$0.00	\$0.00											
3.16	Dust Control related to Construction Activities	\$0.00	\$0.00											
3.17	Other DEQ-Specific Activities	\$0.00	\$0.00											
3.18	Specialized Foundations	\$0.00	\$0.00											
3.19	Removal and Closures of USTs	\$0.00	\$0.00											
3.20	Removal or Disposal of Contaminated Lake or River Sediments	\$0.00	\$0.00											
3.21	Unanticipated Response Activities	\$0.00	\$0.00											
3.22	Soft Costs	\$0.00	\$0.00											
	Sub-Total	\$1,230,000.00	\$1,230,000.00											
	Contingency 15%	\$184,500.00	\$184,500.00											
		\$1,414,500.00	\$1,414,500.00					\$ 766,485.63						
Category Total				Total	Comments	BF Category	Date of Invoice	Invoiced Amt	Invoice #	Contractor	Note:	Local Only	Local and School	Proof of Payment
10.00	Development of Brownfield Plan and/or Work Plan				JCBRA + Developer Cost									
	10.01 Development of Brownfield Plan and Act 381 Work Plan	\$15,000.00	\$15,000.00											
	Sub-Total	\$15,000.00	\$15,000.00											
	Contingency 15%	\$2,250.00	\$2,250.00											
		\$17,250.00	\$17,250.00					\$ -						
<b>Total Potential Brownfield Plan Eligible Costs</b>				<b>\$1,532,375</b>				<b>\$ 1,518,575</b>				<b>\$ 651,509.45</b>	<b>\$ 120,248.68</b>	

\*Reimbursement Agreement limits reimbursement to: \$ 1,518,575.00

# Appendix

# 2



Building Restoration



Building Restoration



Building Restoration



Building Restoration



Building Restoration



Roof



Roof



Roof



Roof



Roof



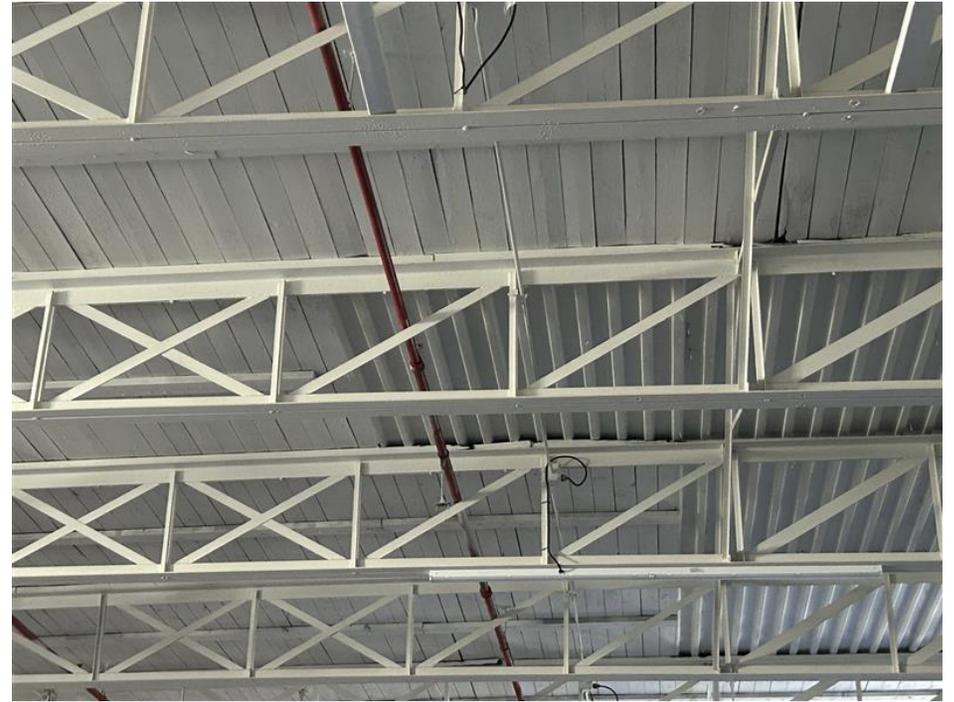
Roof  
repair as well?



Roof Repair  
to secure building integrity



Roof Repair



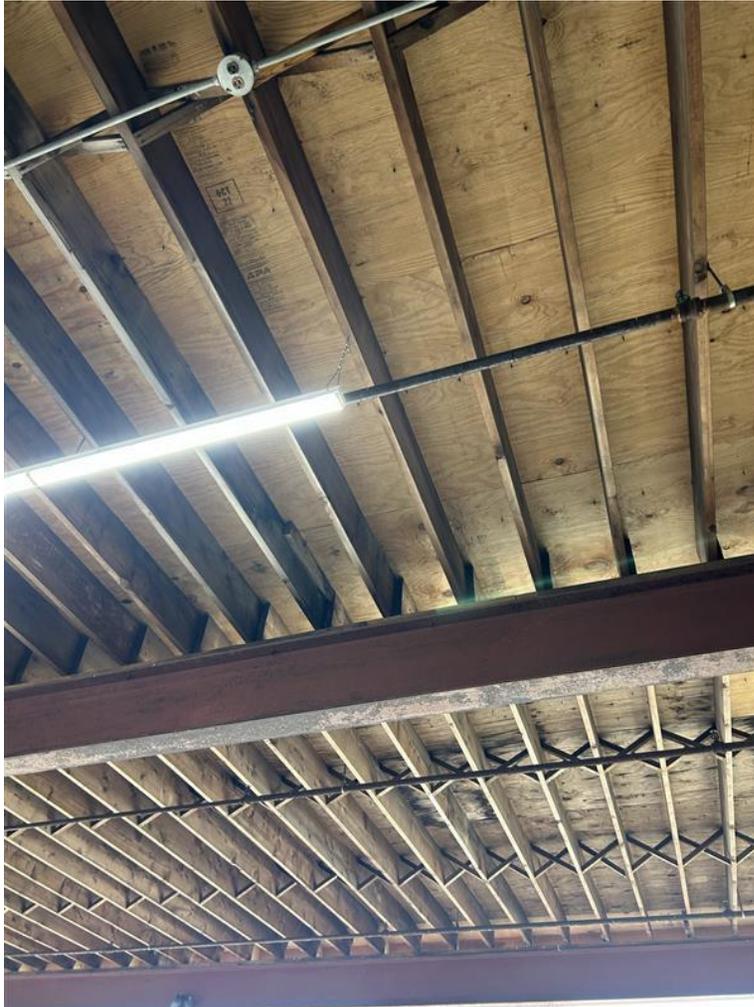
Roof Repair



Roof Repair



Roof Repair



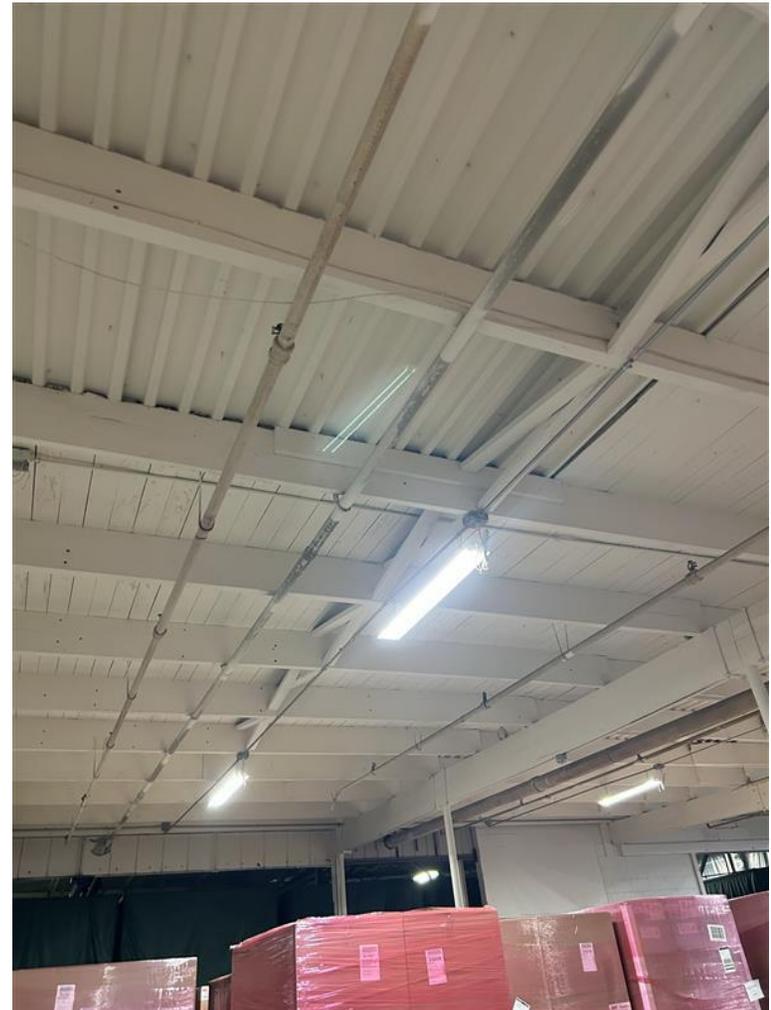
Roof Repair



Roof Repair



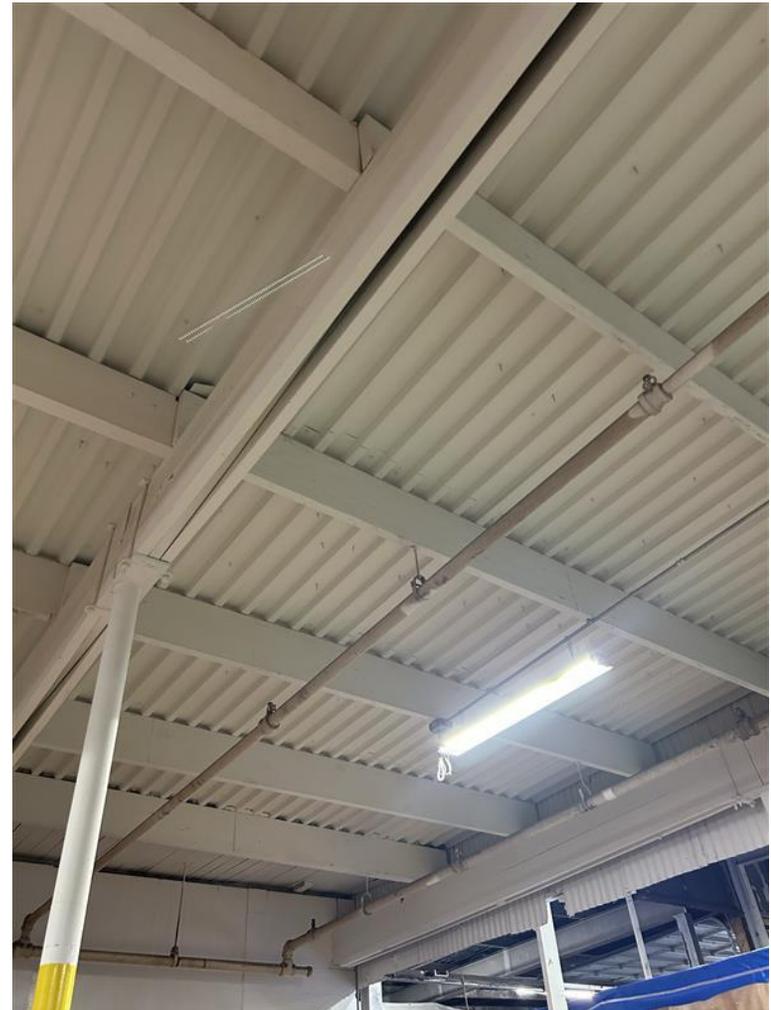
Roof Repair



Roof Repair



Roof Repair



Roof Repair



Roof Repair



Vegetation Control



Vegetation Control



Vegetation Control



Vegetation Control



Vegetation Control



Vegetation Control



Wall Repair

to secure building integrity



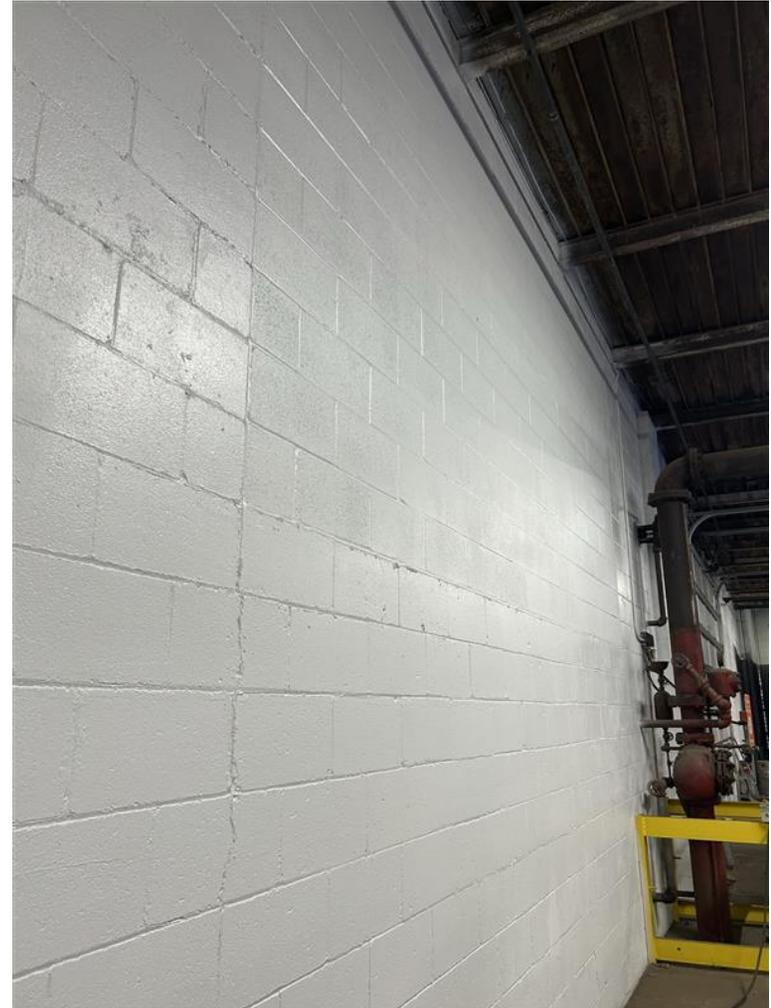
Wall Repair



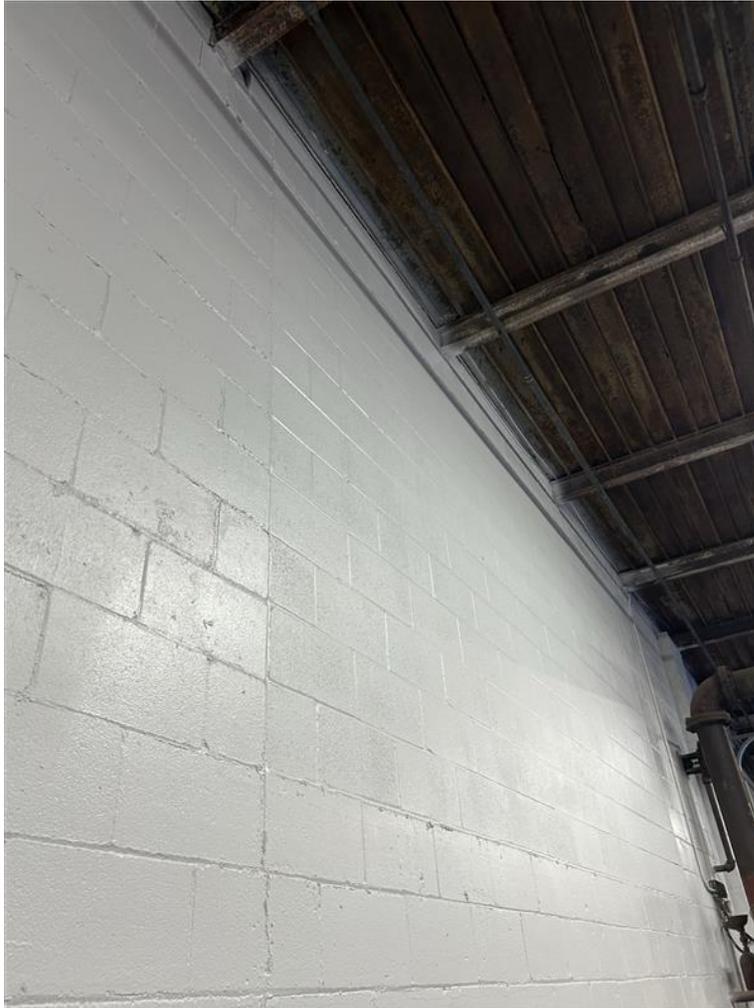
Wall Repair



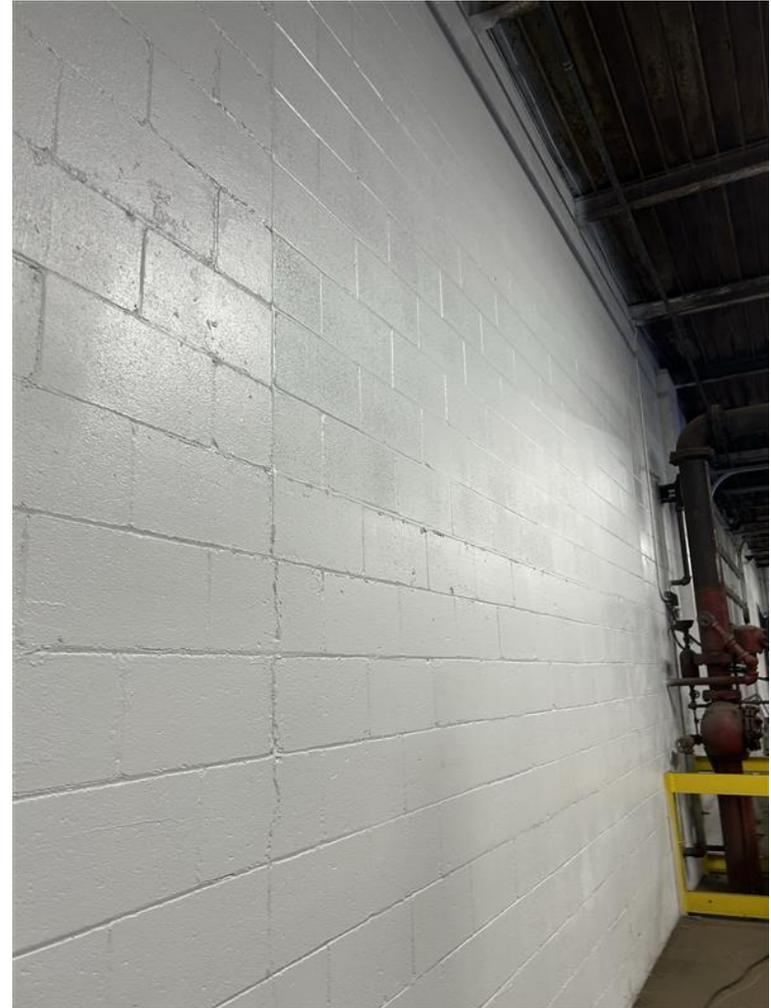
Wall Repair



Wall Repair



Wall Repair



Wall Repair



Wall Restoration



Wall Restoration



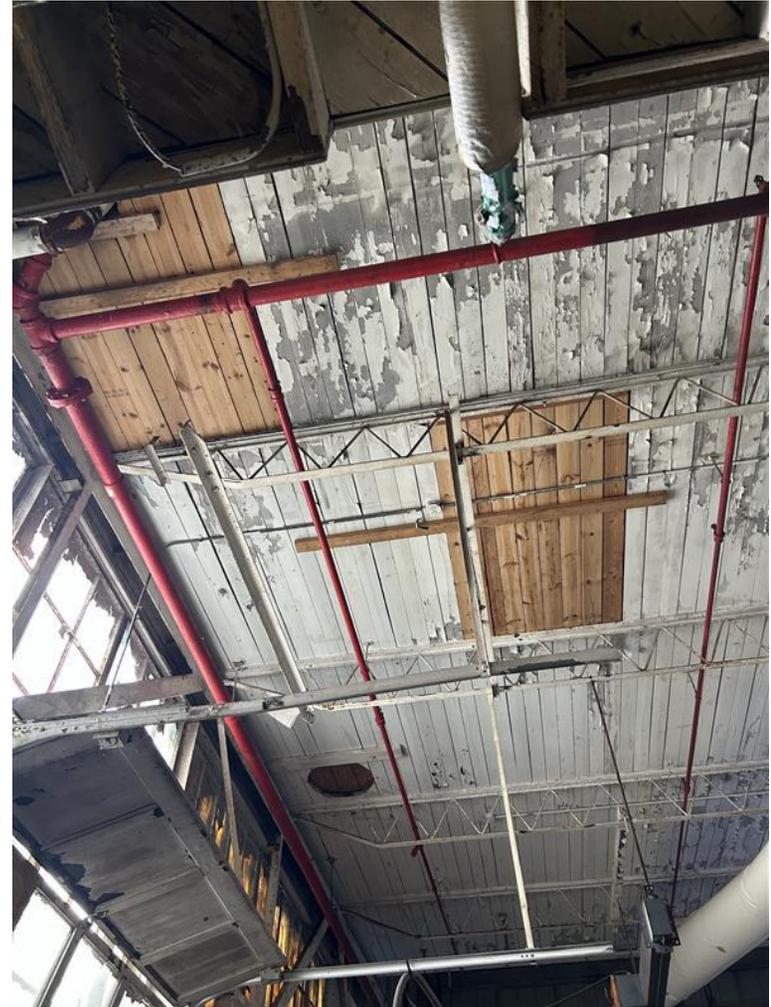
Wall Restoration



Wall Restoration



Wall Restoration



Dilapidated Portion



Dilapidated Portion



Dilapidated Portion



Dilapidated Portion



Dilapidated Portion



Dilapidated Portion

October 22, 2025

Keith Gillenwater  
President & CEO  
Accelerate Jackson County  
100 East Michigan Ave, Ste 1100  
Jackson, MI 49201

### Proposal for Professional Services

Fishbeck is pleased to provide this proposal for professional services to support the background research related to the Falahee Road site located in Jackson, Jackson County, Michigan. The following are our proposed scope of services and associated fee.

### Scope of Services

Fishbeck will review the available environmental documentation for the Falahee Road site and the adjacent industrial property (Parcel ID: 000-14-07-200-001-03) and prepare a summary of findings. The adjacent property records will be reviewed because they may be relevant to the subject property or provide insight into the environmental conditions affecting the site.

### Professional Services Fees

Service	Fee Structure	Fee
Document Review and Summary	Lump Sum	\$750

### Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed agreement to Shelby Senkewitz ([ssenkewitz@fishbeck.com](mailto:ssenkewitz@fishbeck.com)). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted monthly, and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 248.324.1338 or [edunbar@fishbeck.com](mailto:edunbar@fishbeck.com).

Sincerely,



**Emily Dunbar**  
Project Manager

Attachments  
By email

# Professional Services Agreement

**PROJECT NAME:** Document Review and Summary  
**PROJECT LOCATION:** Falahee Road, Jackson, Michigan  
**FISHBECK CONTACT:** Emily Dunbar/David Stegink  
**CLIENT CONTACT:** Keith Gillenwater  
**CLIENT:** Accelerate Jackson County, 100 East Michigan Ave, Ste 1100, Jackson, Michigan 49201

Client hereby requests and authorizes Fishbeck to perform the following:

**SCOPE OF SERVICES:** Scope of services as described in our attached letter proposal dated October 22, 2025.

**AGREEMENT.** The Agreement consists of this page and the documents that are checked:

- Terms and Conditions for Professional Services
- Proposal Dated: October 22, 2025
- Other:

**METHOD OF COMPENSATION:**

- Lump Sum for Defined Scope of Services
- Hourly Billing Rates Plus Reimbursable Expenses
- Other:

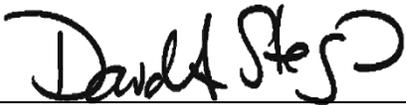
**Budget for Above Scope of Services:** Seven Hundred Fifty Dollars (\$750)

**ADDITIONAL PROVISIONS (IF ANY):** None

**APPROVED FOR:**  
Accelerate Jackson County

**ACCEPTED FOR:**  
Fishbeck

**SIGNATURE:** \_\_\_\_\_  
**NAME:** \_\_\_\_\_  
**TITLE:** \_\_\_\_\_  
**DATE:** \_\_\_\_\_

**SIGNATURE:**  \_\_\_\_\_  
**NAME:** David Stegink  
**TITLE:** Vice President  
**DATE:** 10/22/2025

1. **METHOD OF AUTHORIZATION.** Client may authorize Fishbeck to proceed with work either by signing a Professional Services Agreement or by issuance of an acknowledgment, confirmation, purchase order, or other communication. Regardless of the method of authorization, these Terms and Conditions shall prevail as the basis of Client's Agreement with Fishbeck. Any Client document or communication in addition to or in conflict with these Terms and Conditions is rejected.
2. **CLIENT RESPONSIBILITIES.** Client shall provide all requirements, criteria, data, and information for the Project and designate in writing a person with authority to act on Client's behalf on all matters concerning the Project. If Fishbeck's services under this Agreement do not include construction observation or review of Contractor's performance, Client shall assume responsibility for interpretation of contract documents and for construction observation, and shall waive all claims against Fishbeck that may be in any way connected thereto.
3. **HOURLY BILLING RATES.** Unless stipulated otherwise, Client shall compensate Fishbeck at hourly billing rates in effect when services are provided by Fishbeck employees of various classifications.
4. **REIMBURSABLE EXPENSES.** Client shall reimburse Fishbeck for costs incurred on or directly for Client's Project. Reimbursements shall be at Fishbeck's current rate for mileage for vehicles and automobiles, special equipment, and copying, printing, and binding. Reimbursement for commercial transportation, meals, lodging, special fees, licenses, permits, insurances, etc., and outside technical or professional services shall be on the basis of actual charges plus 10 percent.
5. **OPINIONS OF COST.** Any opinions or estimates provided by Fishbeck as to probable construction costs or total project costs will be based on Fishbeck's experience, judgment, qualifications, and general familiarity with the construction industry. Because Fishbeck has no control over market conditions or bidding procedures, Fishbeck does not warrant that actual bids, construction costs, or total project costs will not vary from Fishbeck's opinions or estimates.
6. **PROFESSIONAL STANDARDS.** The standard of care for services performed or furnished by Fishbeck will be the care and skill ordinarily used by members of the subject professional discipline practicing under similar circumstances at the same time and in the same locality. Fishbeck may use or rely upon design elements and information customarily provided by others. Fishbeck makes no warranties, express or implied, under this Agreement or otherwise, in connection with Fishbeck's services.
7. **TERMINATION.** Either Client or Fishbeck may terminate this Agreement by giving ten days' written notice to the other party. In such event, Client shall pay Fishbeck in full for all work performed prior to the effective date of termination, plus (at the discretion of Fishbeck) a reasonable termination charge for services and costs attributable to termination and costs necessary to bring ongoing work to a logical conclusion. Such charge shall not exceed 30 percent of all charges previously incurred. Upon receipt of such payment, Fishbeck will return to Client all documents and information which are the property of Client.
8. **SUBCONTRACTORS.** Fishbeck may engage subcontractors on behalf of Client to perform any portion of the services to be provided by Fishbeck hereunder.
9. **PAYMENT TO FISHBECK.** Invoices will be issued monthly, and will be due and payable upon receipt, unless otherwise agreed. Amounts not paid within 28 days from date of invoice shall accrue interest at a rate of 1 percent per 4-week period. Payments made thereafter will be applied first to accrued interest, and then to unpaid principal. Any attorney's fees or other costs incurred in collecting any delinquent amount shall be paid by Client.

Client agrees to pay on a current basis, in addition to any proposal or contract fee understandings, all taxes including, but not limited to, sales taxes on services or related expenses which may be imposed on Fishbeck by any governmental entity.

If Client directs Fishbeck to invoice another, Fishbeck will do so, but Client agrees to be ultimately responsible for Fishbeck's compensation until Client provides Fishbeck with that third party's written acceptance of all terms of this Agreement and until Fishbeck agrees to the substitution.

In addition to any other remedies Fishbeck may have, Fishbeck shall have the absolute right to cease performing any basic or additional services in the event payment has not been made on a current basis.

10. **HAZARDOUS WASTE.** Fishbeck has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at any site, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposure to such substances or conditions. Fishbeck shall not be responsible for any alleged contamination, whether such contamination occurred in the past, is occurring presently, or will occur in the future, and the performance of services hereunder does not imply risk-sharing on the part of Fishbeck.
11. **LIMITATION OF LIABILITY.** To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims based upon professional liability errors or omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the greater of \$250,000 or the amount of the fee earned under this Agreement.

To the fullest extent permitted by law, Fishbeck's total liability to Client for any cause or combination of causes, which arise out of claims for which Fishbeck is covered by insurance other than professional liability errors and omissions, whether based upon contract, warranty, negligence, strict liability, or otherwise is, in the aggregate, limited to the total insurance proceeds paid on behalf of or to Fishbeck by Fishbeck's insurers in settlement or satisfaction of Client's claims under the terms and conditions of Fishbeck's insurance policies applicable thereto.

Higher limits of liability may be considered upon Client's written request, prior to commencement of services, and agreement to pay an additional fee.

12. **DELEGATED DESIGN.** Client recognizes and holds Fishbeck harmless for the performance of certain components of the Project which are traditionally specified to be designed by the Contractor.
13. **INSURANCE.** Client shall cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds on all commercial general liability and property insurance policies carried by Client which are applicable to the Project. Client shall also provide workers' compensation insurance for Client's employees. Client agrees to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

Upon request, Client and Fishbeck shall each deliver to the other certificates of insurance evidencing their coverages.

Client shall require Contractor to purchase and maintain commercial general liability and other insurance as specified in the contract documents and to cause Fishbeck and Fishbeck's consultants, employees, and agents to be listed as additional insureds with respect to such liability and other insurance purchased and maintained by Contractor for the Project. Contractor must agree to have their insurers endorse these insurance policies to reflect that, in the event of payment of any loss or damages, subrogation rights under this Agreement are hereby waived by the insurer with respect to claims against Fishbeck.

14. **INDEMNIFICATION.** Fishbeck will indemnify and hold Client harmless from any third party claim, damage, or liability for injury or loss sustained by any third party, for which Client is legally obligated to pay, to the extent caused by Fishbeck's negligence. Client will defend, indemnify, and hold Fishbeck harmless from any claim, damage, liability, or defense cost arising from this Agreement for injury or loss sustained by any third party except to the extent caused by the negligence of Fishbeck. These indemnities are subject to specific limitations provided for in this Agreement.
15. **CONSEQUENTIAL DAMAGES.** To the fullest extent permitted by law, Client and Fishbeck waive special, incidental, indirect, and consequential damages for claims arising out of, resulting from, or in any way relating to this Agreement or the Project, including, but not limited to, loss of business, use, income, profit, financing, productivity, and reputation.
16. **LEGAL EXPENSES.** If either Client or Fishbeck makes a claim against the other as to issues arising out of the performance of this Agreement, the prevailing party will be entitled to recover its reasonable expenses of litigation, including reasonable attorney's fees. If Fishbeck brings a lawsuit against Client to collect invoiced fees and expenses, Client agrees to pay Fishbeck's reasonable collection expenses including attorney's fees.

17. OWNERSHIP OF WORK PRODUCT. Fishbeck shall remain the owner of all drawings, reports, and other material provided to Client, whether in hard copy or electronic media form. Client shall be authorized to use the copies provided by Fishbeck only in connection with the Project. Any other use or reuse by Client or others for any purpose whatsoever shall be at Client's risk and full legal responsibility, without liability to Fishbeck, and Client shall defend, indemnify, and hold Fishbeck harmless from all claims, damages, losses, and expenses, including attorney's fees arising out of or resulting therefrom.
18. ELECTRONIC MEDIA. Data, reports, drawings, specifications, and other material and deliverables will be transmitted to Client in either hard copy, digital, or both formats. If a discrepancy or conflict with the transmitted version occurs, the version of the material or document residing on Fishbeck's computer network shall govern. Fishbeck cannot guarantee the longevity of any material transmitted electronically nor can Fishbeck guarantee the ability of the Client to open and use the digital versions of the documents in the future.
19. GENERAL CONSIDERATIONS. Client and Fishbeck each are hereby bound, and the partners, successors, executors, administrators, and legal representatives of Client and Fishbeck are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.

Neither Client nor Fishbeck may assign this Agreement without the written consent of the other.

Neither Client nor Fishbeck will have any liability for nonperformance caused in whole or in part by causes beyond Fishbeck's reasonable control. Such causes include, but are not limited to, Acts of God, civil unrest and war, labor unrest and strikes, acts of authorities, and events that could not be reasonably anticipated.

This Agreement shall be governed exclusively by the laws of the State of Michigan, and any action arising out of or in connection with Agreement shall occur in the state or federal courts located in Grand Rapids, Michigan.

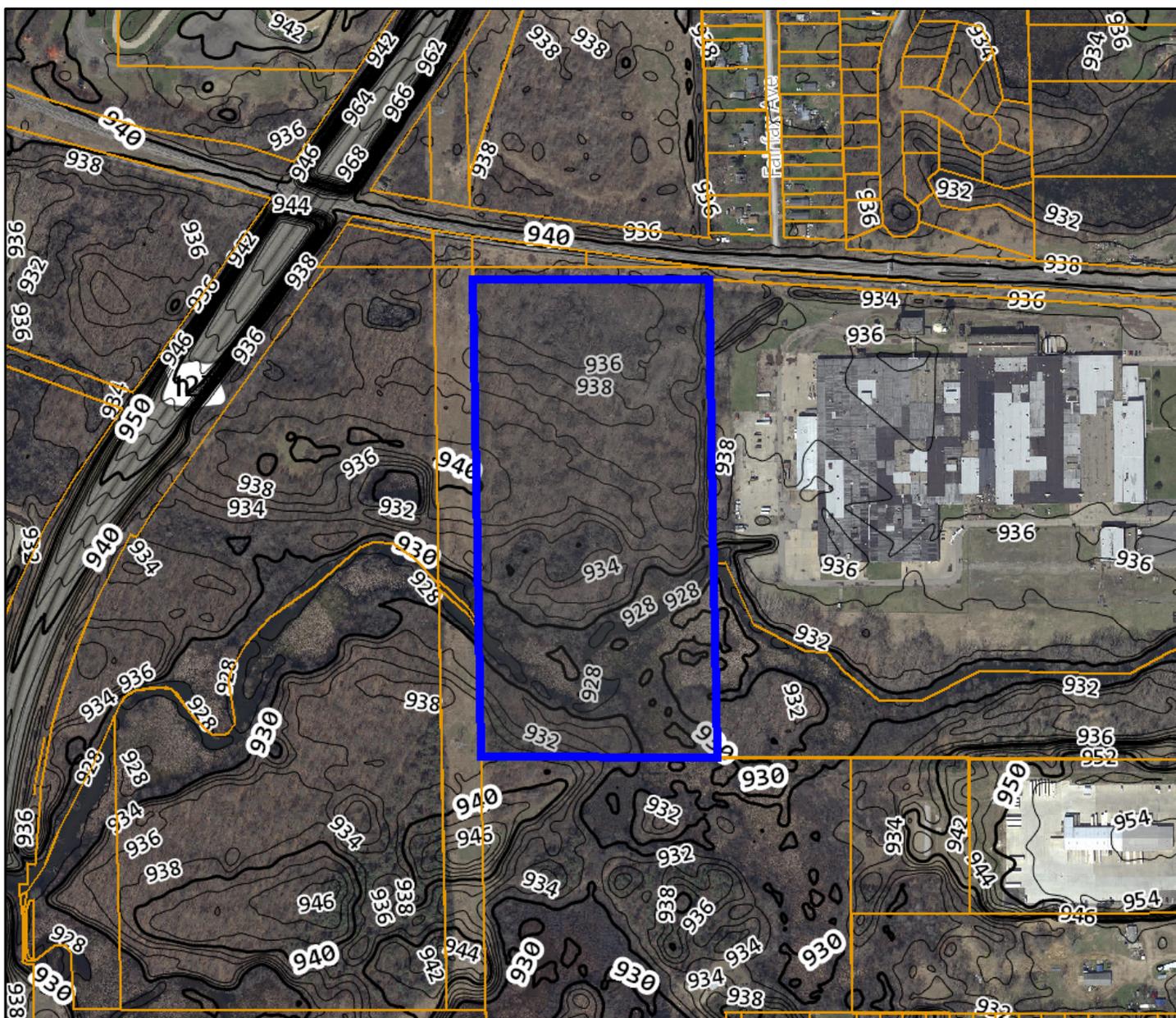
This Agreement constitutes the entire agreement between Client and Fishbeck and supersedes all prior written or oral understandings. This Agreement may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

End of Terms and Conditions for Professional Services



# Parcel Report - Parcel ID: 000-14-07-200-001-03

11/4/2025



**Owner Name** RHL INVESTMENT CORP  
**Owner Address** 2301 E MICHIGAN AVE  
 JACKSON, MI 49202  
**Homestead** 0  
**Parcel Address** FALAHEE RD  
 JACKSON, MI 49203  
**Property Class** 302 - INDUSTRIAL VACANT  
**Status** Active  
**Acreage** 33.129  
**Gov't Unit** Leoni  
**Tax Unit** Leoni  
**School District** MICHIGAN CENTER SCHOOL  
**Liber/Page** 1884-0095

	2023	2024	2025
<b>Taxable Value</b>	\$25,588	\$26,867	\$27,699
<b>Assessed Value</b>	\$86,589	\$86,589	\$86,589

### Tax Description:

COM AT THE N ¼ COR OF SEC 7 TH S01°00'07"E ALG THE N-S ¼ LN OF SAID SEC 40.19 FT TO POB TH CONT S01°00'07"E ALG SAID ¼ LN 1697.99 FT TH S89°52'08"E 850.17 FT TO THE E LN OF THE W 850 FT OF SAID NE ¼ TH N01°00'07"W ALG SAID E LN 1688.71 FT TO THE S LN OF CONSUMERS ENERGY FEE STRIP TH ALG A CURVE TO THE RIGHT ALG SAID S LN 133.45 FT SAID CURVE HAVING A RADIUS OF 10191.3 FT DELTA ANGLE OF 0°45'01" AND A CHORD OF 133.45 FT BEARING N85°27'21"W TH N89°56'53"W CONT ALG SAID S LN 717.30 FT TO POB. SEC 7 T3S R1E; SPLIT ON 07/26/2002 FROM 000-14-07-200-001-01;



WARNING: Displayed boundaries are NOT SURVEY GRADE and may not reflect legal property description. The intent of this map is to allow easy access and visual display of government information and services. Every reasonable effort is made to ensure the accuracy of this map and data; nevertheless, errors may occur.





# Jackson County, MI

11/4/2025

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