



JCBRA ANNUAL MEETING AGENDA
Thursday, December 4, 2025, at 7:30 a.m.
County Tower Building – Commission Chambers
120 W. Michigan Avenue, 5th Floor

Call to Order

Public Comment

Consent Agenda – Items removed to be considered separately

- a) *Minutes from November 6, 2025, JCBRA Board Meeting
- b) *JCBRA Financial Statements through October 31, 2025
- c) *JCBRA Invoice Report through November 30, 2025

BRA Active Project Updates – None.

Old Business – None.

New Business

- a. *Authorization to Execute the Brown Floral Loan Agreement (City Plan Adopted)
- b. *2025 End of Year Report
- c. *2026 Scope of Work
- d. *2026 Election of Officers
- e. *2026 JCBRA Budget
- f. *2026 AJC/JCBRA Management Agreement
- g. *2026 Meeting Schedule

Director's/Staff Comments

Board Member Comments

Community/Public Comments

Next Meeting: Board Meeting scheduled for Thursday, January 8, 2026, at the County Tower Building, Commission Chambers, 120 W. Michigan Ave, 5th Floor, at 7:30 a.m.

Adjourn

***Indicates attachment**



JCBRA Board Meeting Minutes

November 6, 2025 - 7:30 a.m.

**County Tower Building, Jackson County Commission
Chambers, 5th 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.

Staff (2): Keith Gillenwater 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 September 4 2025:

Motion by J. Seitz to approve the meeting minutes from the September 4, 2025, meeting. Supported by T. Hilleary. Approved unanimously.

JCBRA Financial Statements through September 30, 2025:

Motion by P. Jancek to approve the financial statements through September 30, 2025. Supported by T. Hilleary. Approved unanimously by roll call vote.

JCBRA Invoices through September 30, 2025:

Motion by P. Jancek to approve the invoices totaling \$15,149.79. 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:

Review of Brown Floral – JCBRA Draft Loan Agreement (Fishbeck)

Dave Stegink from Fishbeck presented the draft Loan Agreement, prepared using the State's standard template. Key points included:

- The agreement utilizes tax increment revenue to make annual payments toward the loan.

- Alignment with the City's Brownfield Plan requires action by the Jackson City Council on November 18.

Motion by S. Shotwell to approve the loan agreement for \$86,500 from the County BRA's Local Brownfield Revolving Loan Fund, contingent on the City Council's approval on November 18, 2025. Supported by C. Wood. Approved unanimously by roll call vote.

Consideration of Reimbursement Request #5 – Fern Ventures, LLC.:

Dave Stegink presented the fifth reimbursement request for the former Harvard Industries site on Wildwood.

Key details included:

- Total reimbursement amount: **\$771,758.13**
- Activities included demolition and building stabilization work.
- All expenses were verified as eligible and within the Brownfield Plan.

Motion by S. Shotwell to approve Reimbursement Request #5 totaling \$771,758.13. Supported by B. Brelinski. Approved unanimously by roll call vote.

Falahee Rd. Discussion:

K. Gillenwater discussed the need to contract with Fishbeck to review environmental documentation for the Falahee Road property.

Background included:

- Historic environmental concerns tied to incidents involving disposed barrels from the former Clark facility.
- The document review will determine suitability for future commercial or industrial reuse.

Motion by M. Shopmeyer to authorize the \$750 expense to have Fishbeck review environmental documentation for the Falahee Rd site. Supported by J. Seitz. Approved unanimously by roll call vote.

Director's/Staff Comments:

K. Gillenwater announced that Debbie Kelly has resigned. Sara Owen has expressed interest in assuming the primary point-of-contact role during the transition. Keith emphasized collaborative coordination among himself, Sara, Dave, and the Fishbeck team to ensure continuity.

Board Comments:

S. Shotwell emphasized the December meeting will be important for year-end wrap-up.

Next Meeting:

The next JCBRA Board Meeting is scheduled for December 4, 2025, at 7:30 a.m. at Jackson County Tower Building, 120 W Michigan Ave, 5th Floor.

Adjourned: 7:57 a.m.

Respectfully submitted by Sara Owen, AJC Executive Assistant

BROWNFIELD REDEVELOPMENT AUTHORITY
STATEMENT OF FINANCIAL POSITION
October 31, 2025

ASSETS

CURRENT ASSETS

| | |
|----------------------------|------------------|
| CHECKING ACCOUNT | \$ 12,788.03 |
| TIF ACCOUNT | 216,018.05 |
| CHECKING ACCOUNT- ZM BCRLF | 187,850.12 |
| LOCAL BRNFLD REVOLV FUND | 122,843.00 |
| SHORT TERM REC - ZM | <u>35,536.68</u> |
| TOTAL CURRENT ASSETS | 575,035.88 |

OTHER ASSETS

| | |
|-------------------------|---------------------------------|
| NOTE REC - ZM BCRLF | <u>334,637.67</u> |
| TOTAL OTHER ASSETS | <u>334,637.67</u> |
| TOTAL ASSETS | <u>\$ 909,673.55</u> |

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

| | |
|-------------------------------|--------------------|
| A/P GENERAL | <u>\$ 2,867.54</u> |
| TOTAL CURRENT LIABILITIES | 2,867.54 |

LONG TERM LIABILITIES

| | |
|---------------------------------|-----------------------|
| COUNTY OF JACKSON LOAN | <u>117,500.00</u> |
| TOTAL LONG TERM LIABILITIES | <u>117,500.00</u> |
| TOTAL LIABILITIES | 120,367.54 |

NET ASSETS

| | |
|---|---------------------------------|
| UNRESTRICTED FUND EQUITY | 767,039.82 |
| EXCESS REVENUE OVER EXPENSE | <u>22,266.19</u> |
| TOTAL NET ASSETS | <u>789,306.01</u> |
| TOTAL LIABILITIES & NET ASSETS | <u>\$ 909,673.55</u> |

BROWNFIELD REDEVELOPMENT AUTHORITY
STATEMENT OF ACTIVITY
For the Ten Months Ending October 31, 2025

| | Current Month | Year to Date |
|--|--------------------------------|--------------------------------|
| REVENUES | | |
| TIF INCOME | \$ 45,439.30 | 109,492.25 |
| INTEREST INCOME - BRA | 2.71 | 26.59 |
| INTEREST INCOME - ZM BCRLF | 39.88 | 376.82 |
| INTEREST INCOME - TIF ACCT | 52.75 | 526.43 |
| INTEREST INCOME - LBRF | 21.07 | 182.08 |
| TOTAL REVENUES | <u>45,555.71</u> | <u>110,604.17</u> |
| EXPENSES | | |
| STAFF TIME - BRA - BCRLF | 0.00 | 4,326.02 |
| CONSULTING - BRA - BCRLF | 1,793.75 | 6,800.35 |
| TIF REIMBURSEMENT EXP - BRA | 10,488.50 | 74,022.03 |
| MISCELLANEOUS - BRA | 2,867.54 | 3,189.58 |
| TOTAL EXPENSES | <u>15,149.79</u> | <u>88,337.98</u> |
| EXCESS REVENUE OVER EXPENSE | <u>\$ 30,405.92</u> | <u>\$ 22,266.19</u> |

BROWNFIELD REDEVELOPMENT AUTHORITY
General Ledger
For the Period From Oct 1, 2025 to Oct 31, 2025

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

| Account ID Account Description | Date | Reference | Jrnl | Trans Description | Debit Amt | Credit Amt | Balance |
|--|-----------------|-----------|------|---------------------------------------|-----------|------------|-------------------|
| 1010-BRA-000 CHECKING ACCOUNT | 10/1/25 | | | Beginning Balance | | | 12,785.32 |
| | 10/31/25 | Interest | | GENJ October Interest | 2.71 | | |
| | | | | Current Period Change | 2.71 | | 2.71 |
| | 10/31/25 | | | Ending Balance | | | 12,788.03 |
| 1020-BRA-000 TIF ACCOUNT | 10/1/25 | | | Beginning Balance | | | 282,961.42 |
| | 10/1/25 | 1050 | CDJ | American 1 Credit Union | | 6,939.09 | |
| | 10/1/25 | 1051 | CDJ | Village of Brooklyn | | 8,498.88 | |
| | 10/1/25 | 1052 | CDJ | Fern Ventures, LLC | | 24,304.88 | |
| | 10/1/25 | 1053 | CDJ | Kelcade Development, LLC | | 17,979.18 | |
| | 10/1/25 | 1054 | CDJ | State of Michigan | | 5,811.50 | |
| | 10/1/25 | 8976 | CRJ | Blackman Twp | 38,770.34 | | |
| | 10/28/25 | 1055 | CDJ | Accelerate Jackson County, Inc | | 2,185.54 | |
| | 10/28/25 | 1056 | CDJ | Blackman Charter Township | | 10,488.50 | |
| | 10/28/25 | 1057 | CDJ | Fishbeck | | 1,793.75 | |
| | 10/28/25 | 1055V | CDJ | Accelerate Jackson County, Inc | 2,185.54 | | |
| | 10/28/25 | | GENJ | Capture for 2024 Brownfield Plan | | 36,619.64 | |
| | 10/29/25 | 7374 | CRJ | Leoni Twp | 6,668.96 | | |
| | 10/31/25 | Interest | | GENJ October Interest | 52.75 | | |
| | | | | Current Period Change | 47,677.59 | 114,620.96 | -66,943.37 |
| | 10/31/25 | | | Ending Balance | | | 216,018.05 |
| 1025-BRA-000 CHECKING ACCOUNT- ZM BCRLF | 10/1/25 | | | Beginning Balance | | | 187,810.24 |
| | 10/31/25 | Interest | | GENJ October Interest | 39.88 | | |
| | | | | Current Period Change | 39.88 | | 39.88 |
| | 10/31/25 | | | Ending Balance | | | 187,850.12 |
| 1035-BRA-000 LOCAL BRNFLD REVOLV FUND | 10/1/25 | | | Beginning Balance | | | 86,202.29 |
| | 10/28/25 | | | GENJ Capture for 2024 Brownfield Plan | 36,619.64 | | |
| | 10/31/25 | Interest | | GENJ October Interest | 21.07 | | |
| | | | | Current Period Change | 36,640.71 | | 36,640.71 |

| Account ID Account Description | Date | Reference | Jrnl | Trans Description | Debit Amt | Credit Amt | Balance |
|--|-----------------|-----------------|------|--|-----------|------------|--------------------|
| | | | | 10/31/25 | | | 122,843.00 |
| | | | | Ending Balance | | | |
| 1150-BRA-000 SHORT TERM REC - ZM | 10/1/25 | | | Beginning Balance | | | 35,536.68 |
| | | | | 10/31/25 | | | 35,536.68 |
| | | | | Ending Balance | | | |
| 1205-BRA-000 NOTE REC - ZM BCRLF | 10/1/25 | | | Beginning Balance | | | 334,637.67 |
| | | | | 10/31/25 | | | 334,637.67 |
| | | | | Ending Balance | | | |
| 2005-BRA-000 A/P GENERAL | 10/1/25 | | | Beginning Balance | | | -63,533.53 |
| | 10/1/25 | 1050 | CDJ | American 1 Credit Union - Invoice: 20-24 TIF Reimb | 6,939.09 | | |
| | 10/1/25 | 1051 | CDJ | Village of Brooklyn - Invoice: 2024 TIF Reimb | 8,498.88 | | |
| | 10/1/25 | 1052 | CDJ | Fern Ventures, LLC - Invoice: 2024 TIF | 24,304.88 | | |
| | 10/1/25 | 1053 | CDJ | Kelcade Development, LLC - Invoice: 2024 TIF Reim | 17,979.18 | | |
| | 10/1/25 | 1054 | CDJ | State of Michigan - Invoice: INV-0000520 | 5,811.50 | | |
| | 10/28/25 | 455 555 | PJ | Fishbeck | | | 1,793.75 |
| | 10/28/25 | Reimb AJC ex PJ | | Accelerate Jackson County, Inc | | | 2,867.54 |
| | 10/28/25 | 2024 Reimb | PJ | Blackman Charter Township | | | 10,488.50 |
| | 10/28/25 | 1055 | CDJ | Accelerate Jackson County, Inc - Invoice: Reimb AJC | 2,185.54 | | |
| | 10/28/25 | 1056 | CDJ | Blackman Charter Township - Invoice: 2024 Reimb | 10,488.50 | | |
| | 10/28/25 | 1057 | CDJ | Fishbeck - Invoice: 455 555 | 1,793.75 | | |
| | 10/28/25 | 1055V | CDJ | Accelerate Jackson County, Inc - Invoice: Reimb AJC exp -2 | 2,185.54 | | |
| | | | | Current Period Change | 78,001.32 | | 17,335.33 |
| | 10/31/25 | | | Ending Balance | | | 60,665.99 |
| | | | | | | | -2,867.54 |
| 2025-BRA-000 COUNTY OF JACKSON LOAN | 10/1/25 | | | Beginning Balance | | | -117,500.00 |
| | | | | 10/31/25 | | | -117,500.00 |
| | | | | Ending Balance | | | |
| 3005-BRA-000 UNRESTRICTED FUND EQUITY | 10/1/25 | | | Beginning Balance | | | -767,039.82 |
| | | | | 10/31/25 | | | -767,039.82 |
| | | | | Ending Balance | | | |

| Account ID Account Description | Date | Reference | Jrnl | Trans Description | Debit Amt | Credit Amt | Balance |
|--|---|--------------|------|--|----------------|------------------------------------|--|
| 4825-BRA-000 TIF INCOME | 10/1/25 10/1/25 10/29/25 10/31/25 | 8976 7374 | CRJ | Beginning Balance Blackman Twp - 2025 SummerTIF for Brownfield Plans Leoni Twp - PT&T - 2025 Summer TIF 08/01/25 - 09/30/25 Current Period Change Ending Balance | | 38,770.34 6,668.96 45,439.30 | -64,052.95 -45,439.30 -109,492.25 |
| 4910-BRA-000 INTEREST INCOME - BRA | 10/1/25 10/31/25 10/31/25 | Interest | GENJ | Beginning Balance October Interest Current Period Change Ending Balance | 2.71 2.71 | 2.71 -2.71 | -23.88 -26.59 |
| 4915-BRA-000 INTEREST INCOME - ZM BCRLF | 10/1/25 10/31/25 10/31/25 | Interest | GENJ | Beginning Balance October Interest Current Period Change Ending Balance | 39.88 39.88 | 39.88 -39.88 | -336.94 -376.82 |
| 4920-BRA-000 INTEREST INCOME - TIF ACCT | 10/1/25 10/31/25 10/31/25 | Interest | GENJ | Beginning Balance October Interest Current Period Change Ending Balance | 52.75 52.75 | 52.75 -52.75 | -473.68 -526.43 |
| 4935-BRA-000 INTEREST INCOME - LBRF | 10/1/25 10/31/25 10/31/25 | Interest | GENJ | Beginning Balance October Interest Current Period Change Ending Balance | 21.07 21.07 | 21.07 -21.07 | -161.01 -182.08 |
| 5095-BRA-000 STAFF TIME - BRA - BCRLF | 10/1/25 10/31/25 | | | Beginning Balance Ending Balance | | | 4,326.02 4,326.02 |
| 5710-BRA-000 CONSULTING - BRA - BCRLF | 10/1/25 10/28/25 | 455 555 | PJ | Beginning Balance Fishbeck - Professional Services Thru 8/29/2025 | 1,793.75 | | 5,006.60 |

| Account ID Account Description | Date | Reference | Jrnl | Trans Description | Debit Amt | Credit Amt | Balance |
|---|---------------------|-----------------|------|---|-----------|------------|------------------|
| | | | | Current Period Change | 1,793.75 | | 1,793.75 |
| | 10/31/25 | | | Ending Balance | | | 6,800.35 |
| 6005-BRA-000 TIF REIMBURSEMENT EXP - BRA | 10/1/25 10/28/25 | | | Beginning Balance Blackman Charter Township - 2024 over capture for . | | 10,488.50 | 63,533.53 |
| | | 2024 Reimb | PJ | Current Period Change | 10,488.50 | | 10,488.50 |
| | 10/31/25 | | | Ending Balance | | | 74,022.03 |
| 9010-BRA-000 MISCELLANEOUS - BRA | 10/1/25 10/28/25 | | | Beginning Balance Accelerate Jackson County, Inc - Reimb for credit ca | | 2,867.54 | 322.04 |
| | | Reimb AJC ex PJ | | Current Period Change | 2,867.54 | | 2,867.54 |
| | 10/31/25 | | | Ending Balance | | | 3,189.58 |



**December 4, 2025
JCBRA Invoice Report**

TIF Account Expenses:

| | |
|--|-------------------|
| State of Michigan – 2024 State Education Tax (SET) | \$6,255.50 |
| TOTAL TIF Account Expenses: | \$6,255.50 |

ZM BCRLF LOAN STATUS/ACTIVITIES:

| FUND CATEGORY | AMOUNT |
|---|--|
| Revenue | |
| Original Zimmer Marble BCRLF Loan Balance as of 11/24/2025: \$364,251.57 | \$800,000.00 (Current through 05/01/2022) |
| Expenses: None to report. | \$0 |
| Total ZM/BCRLF Expenses: | \$0 |

Invoices to be approved by the JCBRA Board of Directors on 12/04/2025: **\$6,255.50**

November 26, 2025

Deborah Kelly
County of Jackson BRA
120 West Michigan Avenue
Jackson, MI 49201

Invoice: INV-0000593

Dear Deborah Kelly,

Legislative changes occurred on December 28, 2012, permitting the State of Michigan to collect 3 out of the 6 mill State Education Tax annually on new Act 381 Work Plan projects to provide future funding for Brownfield Grants and Loans. The County of Jackson BRA had Work Plan projects approved by the Michigan Strategic Fund (MSF) and/or the Department of Environment, Great Lakes, and Energy Quality (EGLE) after January 1, 2013.

Project Information is listed below:

| Project Name | Site Number | Annual Report Metric Number | Reported Calendar Year | Amount Due |
|---|---------------|-----------------------------|------------------------|------------|
| ACME Redevelopment Project | SITE-00001252 | M-0000154541 | 2024 | \$62.50 |
| American 1 Credit Union Spring Arbor Branch Redevelopment Project | SITE-00001630 | M-0000154548 | 2024 | \$908.00 |
| Great Lakes Industry | SITE-00001251 | M-0000154554 | 2024 | \$1,630.00 |
| Dollar General Redevelopment Project | SITE-00001572 | M-0000154550 | 2024 | \$1,235.00 |

| | | | | |
|--------------------------------------|-------------------|------------------|------|------------|
| Kelcade/DEP Redevelopment Project | SITE- 00001570 | M- 0000154568 | 2024 | \$921.50 |
| Jackson Self-Storage Southwest | SITE- 00001569 | M- 0000154567 | 2024 | \$1,498.50 |
| Subtotal Amount Due | | | | \$6,255.50 |

Previously Unreported Years (if applicable):

| Project Name | Site Number | Annual Report Metric Number | Previous Year(s) Being Reported | Amount Due |
|---|----------------|--------------------------------------|------------------------------------|------------|
| Previously Unreported Subtotal Due | | | | \$0.00 |

| | | |
|-------------------------|--|------------|
| Total Amount Due | | \$6,255.50 |
|-------------------------|--|------------|

Please remit payment of above total amount by **01-25-2026**.

The Amount Due is calculated directly from information entered in the Portal, and submitted by your jurisdiction. If you feel the Amount Due is not accurate, please contact MEDC Brownfield Staff at brownfield@michigan.org or (517) 896-9964, to adjust your reporting.

****See last page for payment information****

Pay by Electronic Funds Transfer:

1. Send payment to:
 - a. Routing #072000326
 - b. Account #878375851
 - c. If a description field is available, please enter "Brownfield Redevelopment Fund"

Pay by Check:

1. Make checks payable to: "State of Michigan"
2. Please be sure to write "Brownfield Redevelopment Fund" on the memo line
3. Mail the remittance check to:

MEDC Finance Department
Michigan Economic Development Corporation
300 N. Washington Square
Lansing, MI 48913

**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 Gran 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 (15th) 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 (1st) day of a calendar month, then the Commencement Date shall be deemed to have occurred on the first (1st) 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:

By: Jackson County BRA

Name:

Title: BRA Board Chair

Date: _____

DEVELOPER:



By:

Name: Debra Faust

Title: Owner, Brown Floral

Date: 11/24/2025

EXHIBIT A

PROPERTY DESCRIPTION

EXHIBIT B

BROWNFIELD PLAN

EXHIBIT C



2025 End of Year Report

Based upon the approved 2025 Scope of Work for The Jackson County Brownfield Redevelopment Authority (JCBRA), the achieved objectives are described below:

- 1. Work with developers to continue to seek eligible projects to provide funding for environmental assessments and Brownfield redevelopment:**
 - a. Brown Floral – City of Jackson & County BRA**
 - i. JCBRA reviewed and advanced the Brown Floral project throughout 2025, including early due-diligence funding and cost-sharing discussions between the City BRA and County BRA.
 - ii. Staff presented the proposed financing structure, including up to \$86,500 from the Local Brownfield Revolving Fund, contingent on the City adopting a Brownfield Plan.
 - iii. In November, the JCBRA formally approved the Draft Loan Agreement, contingent upon City Council approval on November 18.
 - b. Fern Ventures**
 - i. JCBRA reviewed multiple reimbursement components, including updated documentation requirements resulting from EGLE audit standards.
 - ii. The Authority approved a fifth reimbursement request totaling \$771,758.13, covering demolition and building stabilization activities.
 - c. Falahee Road Site – Environmental Review**
 - i. JCBRA authorized Fishbeck to complete an environmental documentation review for the Falahee Road property due to historic dumping and contamination concerns associated with the former Clark facility.
 - ii. The board approved a \$750 work order to evaluate site conditions before considering redevelopment.
 - d. MI Psychological Care – Brownfield Plan Advancement**
 - i. Staff coordinated Brownfield Plan presentations to local government committees in February. The plan was approved.
 - e. Parma LDFA – Evaluation of Due Diligence Needs**
 - i. Discussion occurred regarding a possible Phase II ESA (~\$26,000) on LDFA-owned property. Board feedback emphasized the need for buildable acreage analysis and LDFA cost participation before considering BRA funding.
- 2. Work closely with all County municipalities to coordinate Brownfield redevelopment and best use of funds. This includes managing Tax Increment Financing invoicing, collection and distribution for active Brownfields, in collaboration with Fishbeck.**
 - a.** Staff and Fishbeck participated in meetings with the City of Jackson, townships, EGLE, and County leadership to advance Brown Floral, Fern Ventures, MI Psychological Care, and various prospects throughout the year.

- b. The board received regular updates on potential eligible sites.
- c. TIF Statements for 2025 Winter Taxes for active Brownfield Plan projects will be completed in December 2025. Summer TIF Statements were sent out at the end of August 2025. Staff ensured all TIF Reimbursement payments through 2025 were processed and mailed to the developers.
- d. JCBRA Staff prepares documentation and presents at the General Government Committee, Jackson County and township meetings to obtain consent resolutions of approval for Brownfield Plans, as needed.
- e. The 2024 Annual Tax Increment Finance Reports were filed with the Michigan Economic Development Corporation, prior to the annual deadline of August 30, 2025. All ten (10) active Jackson County Brownfield Plans were included in the reporting, and staff ensured each account balanced with Fishbeck and adhered to brownfield legislation. The reports are available upon request.

3. Promote Brownfield sites to priority prospects:

- a. Active Brownfield projects were highlighted in meetings with prospects, as well as the Michigan Economic Development Corporation, for those searching for vacant land or buildings, and are featured on site search page of AJC's website.
- b. Accelerate Jackson County's available site and property database – Zoom Prospector - is linked to the Greater Ann Arbor Region (GAAR), but housed on AJC's website. This gives Jackson County properties more national and state-wide exposure and provides demographic and workforce reports for a specified radius for properties.
- c. Staff and Fishbeck explored redevelopment opportunities on sites such as the Falahee Road site, assisting prospects in understanding environmental constraints and next steps.

4. Continue to reinvigorate public outreach to increase public participation:

- a. Board packets continued to be posted on the AJC website and distributed to the BRA Task Force and Cooperative Partners, as in previous years.
- b. Staff helped present Brownfield-related projects and updates in community meetings and public governing bodies, supporting transparency and awareness.

5. Continue to improve marketing collateral and Brownfield redevelopment communication:

- a. Staff continued site promotion, BRA partner webpage updates, and marketing related to Brownfield projects.
- b. The National Brownfield Conference provided staff with updated knowledge on AI trends, data centers, Brightfields, and national redevelopment strategies.

6. Continue to improve Brownfield Redevelopment marketing collateral and enhanced website promotion and social media efforts:

- a. The JCBRA Partner Page on Accelerate Jackson County's website includes various federal, state and local Fact Sheets and links. The link is as follows: <http://www.acceleratejacksoncounty.org/partners/jcba/>.
- b. AJC will be revamping the JCBRA Partner Page and marketing pieces to reflect those changes in 2026.

7. Prepare and/or oversee the preparation of grant applications, as appropriate:

- a. Staff collaborated with Fishbeck and EGLE throughout the year on potential funding opportunities and redevelopment priorities.
- b. Staff continued exploring future environmental funding sources for Jackson County's Brownfield pipeline, including identifying sites that may qualify for environmental assessments or redevelopment assistance.



2026 Scope of Work

1. Work with developers and environmental partners to continue to seek eligible projects to provide funding for environmental assessments of Brownfield sites to redevelop and reuse them within the community.
2. Work closely with all County municipalities to coordinate Brownfield redevelopment and best use of funds. This includes managing Tax Increment Financing invoicing, collection and distribution for active Brownfields, in collaboration with Fishbeck.
3. Promote Brownfield sites to priority prospects.
4. Provide support to the EPA and community as it relates to the Michner Plating Site.
5. Continue to reinvigorate public outreach to increase public participation.
6. Increase staff knowledge and provide guidance to the community for new Brownfield initiatives, such as housing and EGLE Brownfield grants and loans.
7. Continue to improve Brownfield Redevelopment marketing collateral and enhanced website promotion and social media efforts.
8. In collaboration with Fishbeck, prepare and oversee grant applications with EGLE/EPA, as appropriate and as deemed necessary for projects.



2026 JCBRA Budget

Estimated Revenues:

| | |
|---|------------------|
| TIF Capture from Summer and Winter taxes | \$115,000 |
| Interest on Bank Accounts | \$ 1,500 |
| <u>BCRLF Loan Repayment – ZM Properties</u> | <u>\$ 35,500</u> |
| TOTAL ESTIMATED REVENUES | \$152,000 |

Estimated Expenses:

| | |
|-------------------------------------|------------------|
| AJC Management Agreement | \$ 8,000 |
| TIF Reimbursements | \$ 60,000 |
| Professional Fees/Fishbeck Expenses | \$ 25,000 |
| <u>Bank Fees</u> | <u>\$ 0</u> |
| TOTAL ESTIMATED EXPENSES | \$ 93,000 |

NET INCOME **\$ 59,000**

OTHER:

Long-Term Debt to County of Jackson \$117,500



2026 MANAGEMENT AGREEMENT

Between
ACCELERATE JACKSON COUNTY
And
THE BROWNFIELD REDEVELOPMENT AUTHORITY OF JACKSON COUNTY

This management agreement establishes the terms of the relationship between Accelerate Jackson County (AJC) and the Brownfield Redevelopment Authority of Jackson County (JCBRA). This management agreement may be terminated by either party with 30 days written notice. All files, records, and correspondence are considered the property of the Brownfield Redevelopment Authority of Jackson County and shall be returned upon termination of the management agreement.

AJC will provide the following staff services toward the daily operation of the JCBRA, as authorized by the JCBRA Board of Directors in its adopted annual Scope of Work and Budget:

- ◆ The development and approval of an annual Scope of Work and Budget for the JCBRA Board as its performance guide and financial plan,
- ◆ Short and long-term JCBRA staffing by Accelerate Jackson County.
- ◆ Oversight of the US EPA Assessment Grants and Brownfield Revolving Loan Fund (BRLF), and other activities of the JCBRA, as negotiated,
- ◆ Work closely with all County municipalities to coordinate Brownfield redevelopment and best use of funds. This includes managing Tax Increment Financing invoicing, collection, and distribution for active Brownfields, in collaboration with Fishbeck.
- ◆ Oversight and maintenance of the JCBRA Partner Page on AJC's website,
- ◆ Maintenance of all financial, loan, programmatic, and other records, as legally required,
- ◆ The creation and timely distribution of all reports legally required by the JCBRA, its program providers, and financial supporters, taking care to nurture good communications with the providers and constituents,
- ◆ Participation and support of the County's annual audit of JCBRA activities that reflects routine government accounting standards, to be presented independently from AJC's annual audit.
- ◆ Project management services relating to any or all of the following are authorized activities of AJC staff in the performance of their responsibilities to the JCBRA:
 - The identification of properties suitable for Brownfield Redevelopment, and
 - The combination, development, and redevelopment of those, and other, properties, as warranted, and
 - The construction, sale, lease, and/or management of buildings, any and all of which may be specifically undertaken to stabilize and strengthen the economic base of Jackson County, and
- ◆ Other services or activities as may be mutually agreed upon by the Boards of the JCBRA and AJC.

In return for these management services, no fixed compensation is expected from the JCBRA. Staff will prepare invoices that will be submitted to the various grant funding agencies or to be paid from BCRLF revenues, as budgeted, reflecting staff time spent on specific activities. The AJC Accounting Department will compute fringes and wages based upon JCBRA staff hours submitted and provide JCBRA Staff with an invoice for AJC Staff time billed. Payments for these services are due to AJC upon receipt from the respective funding sources and will not exceed actual time spent. This agreement was approved by the JCBRA Board at their Annual JCBRA Board Meeting on December 4, 2025.

FOR THE JCBRA:

FOR ACCELERATE JACKSON COUNTY:

Brad Runkel, Chairperson

Keith Gillenwater, President and CEO

Date

Date



2026 Monthly Schedule

In accordance with the Open Meetings Act (P.A. 267 of 1976, as amended) the following public meeting dates have been established by the Jackson County Brownfield Redevelopment Authority Board, although the Board will meet on a monthly basis in 2026; and cancelled meetings will be posted approximately one week prior to the meeting:

| DATE | | TIME | LOCATION |
|---------------------------|--------------------------------|-----------|---|
| January 8 th | 2 nd Thursday/Month | 7:30 a.m. | County Tower Building – Commission Chambers 120 W. Michigan Ave, Jackson, MI |
| February 5 th | 1 st Thursday/Month | 7:30 a.m. | County Tower Building – Commission Chambers 120 W. Michigan Ave, Jackson, MI |
| March 5 th | 1 st Thursday/Month | 7:30 a.m. | County Tower Building – Commission Chambers 120 W. Michigan Ave, Jackson, MI |
| April 2 nd | 1 st Thursday/Month | 7:30 a.m. | County Tower Building – Commission Chambers 120 W. Michigan Ave, Jackson, MI |
| May 7 th | 1 st Thursday/Month | 7:30 a.m. | County Tower Building – Commission Chambers 120 W. Michigan Ave, Jackson, MI |
| June 4 th | 1 st Thursday/Month | 7:30 a.m. | County Tower Building – Commission Chambers 120 W. Michigan Ave, Jackson, MI |
| July 9 th | 2 nd Thursday/Month | 7:30 a.m. | County Tower Building – Commission Chambers 120 W. Michigan Ave, Jackson, MI |
| August 6 th | 1 st Thursday/Month | 7:30 a.m. | County Tower Building – Commission Chambers 120 W. Michigan Ave, Jackson, MI |
| September 3 rd | 1 st Thursday/Month | 7:30 a.m. | County Tower Building – Commission Chambers 120 W. Michigan Ave, Jackson, MI |
| October 1 st | 1 st Thursday/Month | 7:30 a.m. | County Tower Building – Commission Chambers 120 W. Michigan Ave, Jackson, MI |
| November 5 th | 1 st Thursday/Month | 7:30 a.m. | County Tower Building – Commission Chambers 120 W. Michigan Ave, Jackson, MI |
| December 3 rd | 1 st Thursday/Month | 7:30 a.m. | County Tower Building – Commission Chambers 120 W. Michigan Ave, Jackson, MI |

The above schedule will be observed and all interested persons, organizations, agencies and institutions are welcome. For advance notice of Board meetings, cancellations and/or special meetings please contact Sara Owen (JCBRA Staff) at Accelerate Jackson County (517) 788-4455 or examine the bulletin board located in the lobby of the County Tower Building, 120 W. Michigan Avenue, Jackson, Michigan.