



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

**JCBRA MEETING AGENDA**  
**Thursday, April 2, 2026, 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 February 5, 2026, JCBRA Board Meeting
- b) \*JCBRA Financial Statements through February 28, 2026
- c) \*JCBRA Invoices through March 31, 2026

**JCBRA Active Project Updates**

**Old Business**

**New Business**

- a) \*Review and consider approval of Work Order #127 for Michigan Psych Services Reimbursement Request
- b) Abolish Brownfield Plan for Dollar General
- c) Abolish Brownfield Plan for Jackson Storage
- d) \*Review and consider approval of Contract Renewal for Brownfield Redevelopment Services between Fishbeck and Jackson County BRA

**Director's/Staff Comments**

**Board Member Comments**

**Community/Public Comments**

**Next Meeting: Thursday, May 7, 2026**, JCBRA 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**  
**February 5, 2026 - 7:30 a.m.**  
**County Tower Building, Jackson County Commission**  
**Chambers, 5<sup>th</sup> Floor, 120 W. Michigan Ave.**

**Present (6):** Brad Breliniski, Ted Hilleary, Pete Jancek, Jim Seitz, Steve Shotwell, and Brad Runkel.

**Absent (3):** AJ Crownover, Mark Schopmeyer, and Connor Wood.

**Task Force Partners (1):** John O'Connor, Director of Planning & Zoning, City of Jackson.

**Staff (3):** Keith Gillenwater, Marcia Gebarowski, and Sara Owen - Accelerate Jackson County.

**Call to Order:** Chairman Runkel called the meeting to order at 7:33 a.m.

**Public Comment:** None

**JCBRA Meeting Minutes from December 4, 2025:**

*Motion by P. Jancek to approve the meeting minutes from the December 4, 2025, meeting.  
Supported by T. Hilleary. Approved unanimously.*

**JCBRA Financial Statements through January 31, 2026:**

*Motion by P. Jancek to approve the financial statements through January 31, 2026. Supported by J. Seitz. Approved unanimously by roll call vote.*

**JCBRA Invoices through January 31, 2026:**

*Motion by P. Jancek to approve the invoices totaling \$12,183.86. Supported by T. Hilleary.  
Approved unanimously by roll call vote.*

**JCBRA Project Updates:**

**Old Business:**

K. Gillenwater stated that Fishbeck has completed all TIF letters, which will be sent out today.

K. Gillenwater provided an update regarding the Michner Plating Site. The EPA responded to a recent status inquiry and indicated that while the project remains active, a delay of up to two years is possible. The EPA manager is expected to visit Jackson in the spring to discuss redevelopment opportunities and next steps.

Board discussion included the complexity of remediating emerging contaminants such as PFAS and the evolving regulatory environment impacting cleanup timelines.

**New Business:**

**Authorization to Prepare Recommendation to General Government Committee**

K. Gillenwater informed the board that Connor Wood would be stepping down, and the city is

recommending that John O'Connor replace him. *Motion by B. Brelinski to authorize AJC Staff to prepare a recommendation to the General Government Committee.*

#### **Falahee Road**

K. Gillenwater presented information regarding the Falahee Road site. Fishbeck recommended additional environmental investigation due to significant changes in sampling methodologies and laboratory capabilities over the past 30 years.

Board members discussed the importance of first assessing redevelopment potential prior to authorizing additional environmental expenditures. The potential benefit of rail access was noted.

It was recommended that Fishbeck's memorandum be shared with the property owner and the county's site-selection consultants to obtain feedback on development feasibility before proceeding with further investigation.

#### **Director and Staff Comments**

K. Gillenwater reiterated ongoing collaboration with the city on redevelopment projects and future pipeline opportunities.

Marcia Gaborowski was introduced as a new member of the organization who will begin attending Brownfield meetings.

#### **Other Business**

None.

#### **Next Meeting:**

The next JCBRA Board Meeting is scheduled for March 5, 2026, at 7:30 a.m. at Jackson County Tower Building, 120 W Michigan Ave, 5th Floor.

**Adjourned:** 8:05 a.m.

*Respectfully submitted by Sara Owen, AJC Executive Assistant*

**BROWNFIELD REDEVELOPMENT AUTHORITY**  
**STATEMENT OF FINANCIAL POSITION**  
**February 28, 2026**

**ASSETS**

**CURRENT ASSETS**

CHECKING ACCOUNT	\$	12,798.55	
TIF ACCOUNT		215,248.23	
CHECKING ACCOUNT- ZM BCRLF		185,745.40	
LOCAL BRNFLD REVOLV FUND		122,943.99	
SHORT TERM REC - ZM		<u>35,536.68</u>	
TOTAL CURRENT ASSETS			572,272.85

**OTHER ASSETS**

NOTE REC - ZM BCRLF		<u>331,676.28</u>	
TOTAL OTHER ASSETS			<u>331,676.28</u>

<b>TOTAL ASSETS</b>			<b><u><u>\$ 903,949.13</u></u></b>
---------------------	--	--	------------------------------------

**LIABILITIES AND NET ASSETS**

**CURRENT LIABILITIES**

TOTAL CURRENT LIABILITIES			0.00

**LONG TERM LIABILITIES**

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

TOTAL LIABILITIES			117,500.00
-------------------	--	--	------------

**NET ASSETS**

UNRESTRICTED FUND EQUITY		799,691.49	
EXCESS REVENUE OVER EXPENSE		<u>(13,242.36)</u>	
TOTAL NET ASSETS			<u>786,449.13</u>

<b>TOTAL LIABILITIES &amp; NET ASSETS</b>			<b><u><u>\$ 903,949.13</u></u></b>
---	--	--	------------------------------------

**BROWNFIELD REDEVELOPMENT AUTHORITY**  
**STATEMENT OF ACTIVITY**  
**For the Two Months Ending February 28, 2026**

	Current Month	Year to Date
<b>REVENUES</b>		
INTEREST INCOME - BRA	\$ 2.46	\$ 5.17
INTEREST INCOME - ZM BCRLF	36.22	76.76
INTEREST INCOME - TIF ACCT	42.33	89.76
INTEREST INCOME - LBRF	23.57	49.66
	104.58	221.35
<b>TOTAL REVENUES</b>		
	104.58	221.35
<b>EXPENSES</b>		
STAFF TIME - BRA - BCRLF	0.00	5,222.11
CONSULTING - BRA - BCRLF	1,279.85	1,986.10
TIF REIMBURSEMENT EXP - BRA	0.00	6,255.50
	1,279.85	13,463.71
<b>TOTAL EXPENSES</b>	<b>1,279.85</b>	<b>13,463.71</b>
<b>EXCESS REVENUE OVER EXPENSE</b>	<b>(\$ 1,175.27)</b>	<b>(\$ 13,242.36)</b>

## BROWNFIELD REDEVELOPMENT AUTHORITY

### General Ledger

For the Period From Feb 1, 2026 to Feb 28, 2026

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

Account ID	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
Account Description							
1010-BRA-000	2/1/26			Beginning Balance			12,796.09
CHECKING ACCOUNT	2/28/26	Interest	GENJ	Interest - Feburary	2.46		
				Current Period Change	2.46		2.46
	<b>2/28/26</b>			<b>Ending Balance</b>			<b>12,798.55</b>
1020-BRA-000	2/1/26			Beginning Balance			216,485.75
TIF ACCOUNT	2/24/26	1062	CDJ	Fishbeck		750.00	
	2/24/26	1063	CDJ	Fishbeck		529.85	
	2/28/26	Interest	GENJ	Interest - Feburary	42.33		
				Current Period Change	42.33	1,279.85	-1,237.52
	<b>2/28/26</b>			<b>Ending Balance</b>			<b>215,248.23</b>
1025-BRA-000	2/1/26			Beginning Balance			185,709.18
CHECKING ACCOUNT- Z	2/28/26	Interest	GENJ	Interest - Feburary	36.22		
				Current Period Change	36.22		36.22
	<b>2/28/26</b>			<b>Ending Balance</b>			<b>185,745.40</b>
1035-BRA-000	2/1/26			Beginning Balance			122,920.42
LOCAL BRNFLD REVOL\	2/28/26	Interest	GENJ	Interest - Feburary	23.57		
				Current Period Change	23.57		23.57
	<b>2/28/26</b>			<b>Ending Balance</b>			<b>122,943.99</b>
1150-BRA-000	2/1/26			Beginning Balance			35,536.68
SHORT TERM REC - ZM	<b>2/28/26</b>			<b>Ending Balance</b>			<b>35,536.68</b>
1205-BRA-000	2/1/26			Beginning Balance			331,676.28
NOTE REC - ZM BCRLF	<b>2/28/26</b>			<b>Ending Balance</b>			<b>331,676.28</b>

Account ID	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
Account Description							
2005-BRA-000	2/1/26			Beginning Balance			
A/P GENERAL	2/4/26	461095	PJ	Fishbeck		750.00	
	2/10/26	461538	PJ	Fishbeck		529.85	
	2/24/26	1062	CDJ	Fishbeck - Invoice: 461095	750.00		
	2/24/26	1063	CDJ	Fishbeck - Invoice: 461538	529.85		
				Current Period Change	1,279.85	1,279.85	
	<b>2/28/26</b>			<b>Ending Balance</b>			
2025-BRA-000	2/1/26			Beginning Balance			-117,500.00
COUNTY OF JACKSON LOAN							
	<b>2/28/26</b>			<b>Ending Balance</b>			<b>-117,500.00</b>
3005-BRA-000	2/1/26			Beginning Balance			-799,691.49
UNRESTRICTED FUND EQUITY							
	<b>2/28/26</b>			<b>Ending Balance</b>			<b>-799,691.49</b>
4910-BRA-000	2/1/26			Beginning Balance			-2.71
INTEREST INCOME - BR	2/28/26	Interest	GENJ	Interest - Feburary		2.46	
				Current Period Change		2.46	-2.46
	<b>2/28/26</b>			<b>Ending Balance</b>			<b>-5.17</b>
4915-BRA-000	2/1/26			Beginning Balance			-40.54
INTEREST INCOME - ZM	2/28/26	Interest	GENJ	Interest - Feburary		36.22	
				Current Period Change		36.22	-36.22
	<b>2/28/26</b>			<b>Ending Balance</b>			<b>-76.76</b>
4920-BRA-000	2/1/26			Beginning Balance			-47.43
INTEREST INCOME - TIF	2/28/26	Interest	GENJ	Interest - Feburary		42.33	
				Current Period Change		42.33	-42.33
	<b>2/28/26</b>			<b>Ending Balance</b>			<b>-89.76</b>
4935-BRA-000	2/1/26			Beginning Balance			-26.09
INTEREST INCOME - LBI	2/28/26	Interest	GENJ	Interest - Feburary		23.57	

Account ID	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
<hr/>							
				Current Period Change		23.57	-23.57
	<b>2/28/26</b>			<b>Ending Balance</b>			<b>-49.66</b>
5095-BRA-000	2/1/26			Beginning Balance			5,222.11
STAFF TIME - BRA - BCRLF	<b>2/28/26</b>			<b>Ending Balance</b>			<b>5,222.11</b>
5710-BRA-000	2/1/26			Beginning Balance			706.25
CONSULTING - BRA - BC	2/4/26	461095	PJ	Fishbeck - Project 2501922.00 Professional Services Thru 01/30/2026	750.00		
	2/10/26	461538	PJ	Fishbeck - Project E110164.00 Professional Services Thru 01/30/2026	529.85		
	<b>2/28/26</b>			Current Period Change	1,279.85		1,279.85
				<b>Ending Balance</b>			<b>1,986.10</b>
6005-BRA-000	2/1/26			Beginning Balance			6,255.50
TIF REIMBURSEMENT EXP - BRA	<b>2/28/26</b>			<b>Ending Balance</b>			<b>6,255.50</b>



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

**March 31, 2026  
JCBRA Invoice Report**

**TIF Account Expenses:**

**Fishbeck –**

TIF Capture Expenses through 05/30/2025:	\$ 3,862.30
TIF Capture Expenses through 08/29/2025:	\$ 2,215.25
TIF Capture Expenses through 09/26/2025:	\$ 797.50
TIF Capture Expenses through 12/31/2025:	\$ 688.75
TIF Capture Expenses through 11/28/2025:	\$ 461.25
TIF Capture Expenses through 09/26/2025:	\$ 700.00
TIF Capture Expenses through 08/29/2025:	\$ 3,255.33
TIF Capture Expenses through 07/27/2025:	\$ 2,093.75
TIF Capture Expenses through 05/30/2025:	\$ 11,964.50
TIF Capture Expenses through 02/27/2026:	\$ 785.00

**TOTAL TIF Account Expenses: \$ 26,823.63**

**ZM BCRLF LOAN STATUS/ACTIVITIES:**

FUND CATEGORY	AMOUNT
Revenue	
<b>Original Zimmer Marble BCRLF Loan</b> <i>Balance as of 11/24/2025: \$364,251.57</i>	<b>\$800,000.00 (Current through 05/01/2022)</b>
Expenses:	
<b>Total ZM/BCRLF Expenses:</b>	

**Invoices to be approved by the JCBRA Board of Directors on : \$26,823.63**



## I. Scope of Work

### Background

The Jackson County Board of Commissioners adopted a Brownfield Plan for the redevelopment of a functionally obsolete building in Summit Township located at 2532 Spring Arbor Road. The developer has submitted copies of invoicing and self-performed costs eligible for reimbursement under the Brownfield Plan.

### Scope of Work

Fishbeck will complete the following tasks:

1. Review the submitted invoices to ensure the costs requested for reimbursement are eligible,
2. Assure there is adequate backup documentation to show project activities were completed and paid for,
3. Prepare a memo for the Board to consider authorization of adequately documented eligible costs, and
4. Develop projected timelines for repayment based on projected available tax increment

## II. Compensation

Compensation for services provided under this Work Order will be invoiced at the rates shown in the Master Services Agreement between FISHBECK and CLIENT and completed on a time and materials basis.

### Michigan Psych Services Reimbursement Request Review

Professional Services .....	\$ 3,000
<b>TOTAL ESTIMATED COSTS .....</b>	<b>\$ 3,000</b>

## III. Schedule

We anticipate we will initiate project activities immediately and complete our review within 30 days as required by the development and reimbursement agreement.

## Memo

**TO:** Jackson County Commission and Accelerate Jackson County

**FROM:** Logan Mulholland, Brownfield Project Analyst III  
Olivia Selby, Brownfield Project Analyst

**DATE:** March 20, 2026 **PROJECT NO.:** E110164

**SUBJECT:** Procedures for Abolishing the Dollar General Redevelopment Project Brownfield Plan

Fishbeck assists the Jackson County Brownfield Redevelopment Authority (JCBRA) with the implementation of their adopted Brownfield Plans. During the capture and disbursement of the 2025 Tax Increment Revenues (TIR), Fishbeck noted that the Dollar General Redevelopment Project Brownfield Plan has reimbursed all approved eligible activity obligations, the Brownfield Plan Development Agreement dated March 5, 2020, has been satisfied, and the purposes for which the plan was established have been accomplished. Therefore, the Brownfield Plan should be abolished to close out the completed project and end Tax Increment Capture. This memo serves as a roadmap to assist Jackson County in abolishing the Brownfield Plan.

For the Dollar General Redevelopment Project Brownfield Plan to be abolished, the County must make the following determinations:

1. The purposes for which the plan was established are accomplished.
2. All obligations to which the tax increment revenues are pledged have been paid, or funds sufficient to make the payment have been identified or segregated.

Justification for the abolishment of the Brownfield Plan:

1. The subject Brownfield Plan was adopted by resolution on February 19, 2019, by the Jackson County Board of Commissioners at a regular meeting following a publicly noticed Public Hearing.
2. The developer, Midwest V LLC, has developed the site into a building for commercial use, occupied by a Dollar General.
3. The Developer has been fully reimbursed for their approved eligible expenses of \$44,709.13, and the JCBRA has been reimbursed for their eligible expenses of \$585.00. The JCBRA also collected TIR for administrative costs incurred in the amount of \$6,000, and deposits into the Local Brownfield Redevelopment Fund (LBRF) in the amount of \$45,294.13.
4. Therefore, the proposed redevelopment, as outlined above, has occurred since the adoption of the Brownfield Plan, and all outstanding obligations have been fully reimbursed.

Proposed Board Actions:

- **JCBRA:** Since the project described in the Dollar General Redevelopment Project Brownfield Plan has been accomplished and all obligations have been met, the JCBRA moves to recommend that the Jackson County Board of Commissioners begin the proceedings to abolish the Dollar General Redevelopment Project Brownfield Plan adopted on February 19, 2019.

- **Jackson County Board of Commissioners:** Since the project described in the Dollar General Redevelopment Project Brownfield Plan has been accomplished and all obligations have been met, the Jackson County Board of Commissioners moves to abolish the Dollar General Redevelopment Project Brownfield Plan, adopted by resolution on February 19, 2019.
- There are no specifications, such as a public hearing, for abolishing a Brownfield Plan as listed in the Act 381 Statute.

If you have any questions or require additional information, please contact me at 269.544.6966 or [lmulholland@fishbeck.com](mailto:lmulholland@fishbeck.com).

By email

---

## Memo

**TO:** Jackson County Board of Commissioners and Accelerate Jackson County

**FROM:** Logan Mulholland, Brownfield Project Analyst III  
Olivia Selby, Brownfield Project Analyst

**DATE:** March 20, 2026 **PROJECT NO.:** E110164

**SUBJECT:** Procedures for Abolishing the Jackson Self Storage – Southwest Redevelopment Project Brownfield Plan

---

Fishbeck assists the Jackson County Brownfield Redevelopment Authority (JCBRA) with the implementation of their adopted Brownfield Plans. During the capture and disbursement of the 2024 Tax Increment Revenues (TIR), Fishbeck noted that the Jackson Self Storage Brownfield Plan has reimbursed all approved eligible activity obligations, and the purposes for which the plan was established have been accomplished. Therefore, the Brownfield Plan should be abolished to close out the completed project and end Tax Increment Capture. This memo serves as a roadmap to assist Jackson County in abolishing the Brownfield Plan.

For the Jackson Self Storage – Southwest Redevelopment Project Brownfield Plan to be abolished, the County must make the following determinations:

1. The purposes for which the plan was established are accomplished.
2. All obligations to which the tax increment revenues are pledged have been paid, or funds sufficient to make the payment have been identified or segregated.

Justification for the abolishment of the Brownfield Plan:

1. The subject Brownfield Plan was adopted by resolution on December 18, 2018, by the Jackson County Board of Commissioners at a regular board meeting following a publicly noticed Public Hearing.
2. The Developer, 2603 W Michigan Ave LLC, has developed the site into multiple self-storage buildings and did not request reimbursement for any eligible activities.
3. The JCBRA incurred eligible environmental activities in support of the project and has been fully reimbursed for their approved eligible expenses of \$26,491.02. The JCBRA also collected TIR for administrative costs incurred in the amount of \$11,567.59 and deposits into the Local Brownfield Redevelopment Fund (LBRF) in the amount of \$26,491.02.
4. Therefore, the proposed redevelopment, as outlined above, has occurred since the adoption of the Brownfield Plan, and all outstanding obligations have been fully reimbursed.

Proposed Board Actions:

- **JCBRA:** Since the project described in the Jackson Self Storage – Southwest Redevelopment Project Brownfield Plan has been accomplished and all obligations have been fully reimbursed, the JCBRA moves to recommend that the Jackson County Board of Commissioners begin the proceedings to abolish the

Jackson Self Storage – Southwest Redevelopment Project Brownfield Plan adopted on December 18, 2018.

- **Jackson County Board of Commissioners:** Since the project described in the Jackson Self Storage – Southwest Redevelopment Project Brownfield Plan has been accomplished and all obligations have been fully reimbursed, the Board of Commissioners moves to abolish the Jackson Self Storage – Southwest Redevelopment Project Brownfield Plan, adopted by resolution on December 18, 2018.
- There are no specifications, such as a public hearing, for abolishing a Brownfield Plan as listed in the Act 381 Statute.

If you have any questions or require additional information, please contact me at 269.544.6966 or [lmulholland@fishbeck.com](mailto:lmulholland@fishbeck.com).

By email

March 26, 2026

Keith Gillenwater  
Marcia Gebarowski  
Jackson County Brownfield Redevelopment Authority

### **Proposal for Brownfield Redevelopment Services**

Fishbeck is pleased to be of service to the Jackson County Brownfield Redevelopment Authority (BRA). As discussed, our contract with the BRA has expired, and we would like to propose a renewal of our contract so that we may continue to be of service to Jackson County.

Our scope of services varies greatly, encompassing all elements associated with brownfield redevelopment. Generally, the following types of activities will be performed:

- During the term of the contract, individual projects may arise that require assistance from the county to aid in pre-acquisition redevelopment planning and evaluation of incentives. Fishbeck regularly performs these evaluations, helping the development team connect with available resources, preparing financial models that show the benefits of various incentives, and guiding the development team as appropriate.
- Fishbeck regularly helps the BRA maintain financial tracking of active Brownfield Plans, guiding the BRA on communications with local units of government to collect tax increment, and guiding staff on the disbursement of revenues. We complete this work in advance of both Summer and Winter property tax collection. As part of this work, we will also update the State of Michigan for each active plan using the State's reporting portal.
- From time to time, it becomes necessary to update processes, procedures, policies, and forms. Many changes with BRA staffing have occurred over the past years, along with the creation of the Housing TIF program, which creates a need for an update of new policies and procedures. Fishbeck will provide guidance to help create these program elements.
- Should the BRA receive State or Federal resources to implement, oversee, or otherwise assist a redevelopment project, we will provide, as needed, technical, oversight, or administrative services to implement those resources.
- Any other task considered necessary by the BRA Board or staff.

As has been our practice, we will prepare a Work Order for each assignment, which will provide a detailed scope of services and budget for that individual project. The Work Order number(s) for each project will be referenced on project invoices for easy reference and budget-tracking purposes.

Fishbeck shall provide regular communications and updates to the client, copies of all reports, and other documents prepared through our work.

We understand the level of confidentiality often required for this work and will manage communications accordingly.

We propose to enter into this contract for a term ending December 31, 2028. This contract may be revised or extended if agreeable to the two parties.

Keith Gillenwater  
Marcia Gebarowski  
March 26, 2026

Fishbeck | Page 2

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 for each active project will be submitted monthly, in accordance with the Work Order and our standard fees, and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 269.544.6977 or [dstegink@fishbeck.com](mailto:dstegink@fishbeck.com).

Sincerely,

A handwritten signature in black ink that reads "David Stegink". The signature is written in a cursive, slightly slanted style.

**David Stegink**

Vice President/Brownfield Program Manager

Attachments

By email

# Professional Services Agreement

**PROJECT NAME:** Brownfield Redevelopment Services for Jackson County  
**FISHBECK CONTACT:** David Stegink  
**CLIENT CONTACT:** Keith Gillenwater and Marcia Gebarowski  
**CLIENT:** Jackson County Brownfield Redevelopment Authority

Client hereby requests and authorizes Fishbeck to perform the following:

**SCOPE OF SERVICES:** Fishbeck's scope of services will vary greatly, encompassing all elements associated with brownfield redevelopment. Refer to our attached letter proposal, dated March 26, 2026, for the type of activities that will be performed.

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

- Terms and Conditions for Professional Services
- Proposal Dated: March 26, 2026
- Other:

**METHOD OF COMPENSATION:**

- Lump Sum for Defined Scope of Services
- Hourly Billing Rates Plus Reimbursable Expenses with an Administrative Fee of 10%
- Other:

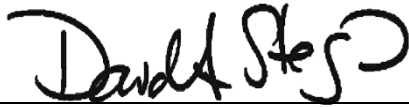
**Budget for Above Scope of Services:** Fishbeck will prepare a Work Order for each assignment, which will provide a detailed scope of services and budget for that individual project. Services will be performed in accordance with Fishbeck's standard fees.

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

**APPROVED FOR:**  
Jackson County Brownfield Redevelopment Authority

**ACCEPTED FOR:**  
Fishbeck

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

**SIGNATURE:**  \_\_\_\_\_  
**NAME:** David Stegink  
**TITLE:** Vice President  
**DATE:** March 26, 2026

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 the administrative fee.
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