



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

JCBRA MEETING AGENDA
Thursday, May 7, 2026, 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 April 2, 2026, 2026, JCBRA Board Meeting
- b) *JCBRA Financial Statements through April 30, 2026
- c) *JCBRA Invoices through April 30, 2026

JCBRA Active Project Updates

Old Business

New Business

Director's/Staff Comments

- a) Brown Floral LBRF progress
- b) *JCBRA Policies & Procedures update

Board Member Comments

Community/Public Comments

Next Meeting: Thursday, June 4, 2026, JCBRA Meeting will be held at the County Tower Building, Commission Chambers, 120 W. Michigan Ave, 5th Floor, at 7:30 a.m.

Adjourn

***Indicates Attachment**



**JACKSON COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY**
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JCBRA Board Meeting Minutes

April 2, 2026 - 7:30 a.m.

**County Tower Building, Jackson County Commission
Chambers, 5th Floor, 120 W. Michigan Ave.**

Present (7): Ted Hilleary, Pete Jancek, Jim Seitz, Steve Shotwell, Mark Schopmeyer John O'Connor and Brad Runkel.

Absent (2): AJ Crownover, and Brad Brelinski.

Task Force Partners (2): Mike Overton, Administrator Controller – Jackson County, Dave Stegnick – Fishbeck.

Staff (3): Keith Gillenwater, Emily Weaver and Heather Holleque - Accelerate Jackson County.

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

Public Comment: None

JCBRA Meeting Minutes from February 5, 2026:

Motion to approve the meeting minutes from the Feb. 5, 2026, meeting. Supported. Approved unanimously.

JCBRA Financial Statements through February 28, 2026:

Motion to approve the financial statements through February 28, 2026. Supported. Approved unanimously by roll call vote.

JCBRA Invoices through March 31, 2026:

Motion to approve the invoices totaling \$26,823.63. Supported by T. Hilleary. Approved unanimously by roll call vote.

JCBRA Project Updates:

Old Business:

New Business:

A. Work order #127, Michigan Psychological Services Reimbursement.

K. Gillenwater presented regarding reimbursement request. Noted the project phase is complete and eligible activities have concluded. Brownfield plan implementation to proceed. *Approved unanimously by roll call vote.*

B. Abolishment of Brownfield Plans

Projects: Dollar General and Jackson Self Storage. K. Gillenwater presented both projects completed, Developers fully reimbursed, Brownfield funds captured. Taxes to return to local jurisdictions. Action requires recommendation to County Board of Commissioners. Motion made to approve abolishment of

both plans. *Approved unanimously by roll call vote.*

C. Contract Renewal – Brownfield Redevelopment Services (Fishbeck)

K. Gillenwater and D. Stagnick presented proposal review for professional services agreement. Updates include removal of legacy Envirologic contract language, alignment with Fishbeck terms and conditions, no significant changes to the fee structure. Concern raised whether bidding is required per bylaws.

Amended motion: Approve contract renewal subject to bylaw compliance review. *Approved unanimously by roll call vote.*

Director and Staff Comments

K. Gillenwater updated staffing changes. Marcia unavailable due to spring break. Sara has departed the organization and Heather has been appointed full time to the position.

Other Business

None.

Next Meeting:

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

Adjourned: 7:43 a.m.

Respectfully submitted by Heather Holleque, AJC Executive Assistant

BROWNFIELD REDEVELOPMENT AUTHORITY
STATEMENT OF FINANCIAL POSITION
March 31, 2026

ASSETS

CURRENT ASSETS

CHECKING ACCOUNT	\$ 12,801.26
TIF ACCOUNT	214,105.53
CHECKING ACCOUNT- ZM BCRLF	188,746.37
LOCAL BRNFLD REVOLV FUND	122,970.10
SHORT TERM REC - ZM	<u>35,536.68</u>

TOTAL CURRENT ASSETS 574,159.94

OTHER ASSETS

NOTE REC - ZM BCRLF	<u>328,714.89</u>
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TOTAL OTHER ASSETS 328,714.89

TOTAL ASSETS **\$ 902,874.83**

LIABILITIES AND NET ASSETS

CURRENT LIABILITIES

TOTAL CURRENT LIABILITIES 0.00

LONG TERM LIABILITIES

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

TOTAL LIABILITIES 117,500.00

NET ASSETS

UNRESTRICTED FUND EQUITY	799,691.49
EXCESS REVENUE OVER EXPENSE	<u>(14,316.66)</u>

TOTAL NET ASSETS 785,374.83

TOTAL LIABILITIES & NET ASSETS **\$ 902,874.83**

BROWNFIELD REDEVELOPMENT AUTHORITY
STATEMENT OF ACTIVITY
For the Three Months Ending March 31, 2026

	Current Month	Year to Date
REVENUES		
TIF INCOME	\$ 25,631.79	\$ 25,631.79
INTEREST INCOME - BRA	2.71	7.88
INTEREST INCOME - ZM BCRLF	39.58	116.34
INTEREST INCOME - TIF ACCT	49.14	138.90
INTEREST INCOME - LBRF	26.11	75.77
	25,749.33	25,970.68
EXPENSES		
STAFF TIME - BRA - BCRLF	0.00	5,222.11
CONSULTING - BRA - BCRLF	26,823.63	28,809.73
TIF REIMBURSEMENT EXP - BRA	0.00	6,255.50
	26,823.63	40,287.34
EXCESS REVENUE OVER EXPENSE	(\$ 1,074.30)	(\$ 14,316.66)

BROWNFIELD REDEVELOPMENT AUTHORITY

General Ledger

For the Period From Mar 1, 2026 to Mar 31, 2026

Filter Criteria includes: Report order is by ID. Report is printed with shortened descriptions and with Hide Period Subtotals on Multi-Period Report and in Detail Format.

Account ID	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
Account Description							
1010-BRA-000	3/1/26			Beginning Balance			12,798.55
CHECKING ACCOUNT	3/31/26	Interest	GENJ	Interest - March	2.71		
				Change	2.71		2.71
	3/31/26			Ending Balance			12,801.26
1020-BRA-000	3/1/26			Beginning Balance			215,248.23
TIF ACCOUNT	3/2/26	1064	CDJ	Fishbeck		3,862.30	
	3/2/26	1065	CDJ	Fishbeck		2,215.25	
	3/2/26	1066	CDJ	Fishbeck		797.50	
	3/2/26	1067	CDJ	Fishbeck		688.75	
	3/2/26	1068	CDJ	Fishbeck		461.25	
	3/2/26	1069	CDJ	Fishbeck		700.00	
	3/2/26	1070	CDJ	Fishbeck		3,255.33	
	3/2/26	1071	CDJ	Fishbeck		2,093.75	
	3/2/26	1072	CDJ	Fishbeck		11,964.50	
	3/12/26	9075	CRJ	Blackman Twp	15,418.56		
	3/12/26	7467	CRJ	Leoni Twp	6,544.99		
	3/17/26	5657	CRJ	Spring Arbor Township	3,668.24		
	3/24/26	1073	CDJ	Fishbeck		785.00	
	3/31/26	Interest	GENJ	Interest - March	49.14		
				Change	25,680.93	26,823.63	-1,142.70
	3/31/26			Ending Balance			214,105.53
1025-BRA-000	3/1/26			Beginning Balance			185,745.40
CHECKING ACCOUNT- Z	3/24/26	1283	CRJ	Zimmer Marble	2,961.39		
	3/31/26	Interest	GENJ	Interest - March	39.58		
				Change	3,000.97		3,000.97
	3/31/26			Ending Balance			188,746.37
1035-BRA-000	3/1/26			Beginning Balance			122,943.99
LOCAL BRNFLD REVOL\	3/31/26	Interest	GENJ	Interest - March	26.11		
				Change	26.11		26.11

Account ID	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
				Ending Balance			122,970.10
1150-BRA-000	3/1/26			Beginning Balance			35,536.68
SHORT TERM REC - ZM				Ending Balance			35,536.68
1205-BRA-000	3/1/26			Beginning Balance			331,676.28
NOTE REC - ZM BCRLF				1283 CRJ Zimmer Marble - Zimmer Marble		2,961.39	
				Change		2,961.39	-2,961.39
				Ending Balance			328,714.89
2005-BRA-000	3/1/26			Beginning Balance			
A/P GENERAL				452154 PJ Fishbeck		3,862.30	
				455502 PJ Fishbeck		2,215.25	
				456706 PJ Fishbeck		797.50	
				452160 PJ Fishbeck		11,964.50	
				452859 PJ Fishbeck		2,093.75	
				455567 PJ Fishbeck		3,255.33	
				457072 PJ Fishbeck		700.00	
				459446 PJ Fishbeck		461.25	
				460232 PJ Fishbeck		688.75	
				1064 CDJ Fishbeck - Invoice: 452154	3,862.30		
				1065 CDJ Fishbeck - Invoice: 455502	2,215.25		
				1066 CDJ Fishbeck - Invoice: 456706	797.50		
				1067 CDJ Fishbeck - Invoice: 460232	688.75		
				1068 CDJ Fishbeck - Invoice: 459446	461.25		
				1069 CDJ Fishbeck - Invoice: 457072	700.00		
				1070 CDJ Fishbeck - Invoice: 455567	3,255.33		
				1071 CDJ Fishbeck - Invoice: 452859	2,093.75		
				1072 CDJ Fishbeck - Invoice: 452160	11,964.50		
				3/19/26 463090 PJ Fishbeck		785.00	
				3/24/26 1073 CDJ Fishbeck - Invoice: 463090	785.00		
				Change	26,823.63	26,823.63	
2025-BRA-000	3/1/26			Beginning Balance			-117,500.00
COUNTY OF JACKSON LOAN				Ending Balance			-117,500.00

Account ID	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
Account Description							
3005-BRA-000	3/1/26			Beginning Balance			-799,691.49
UNRESTRICTED FUND EQUITY							
	3/31/26			Ending Balance			-799,691.49
4825-BRA-000	3/1/26			Beginning Balance			
TIF INCOME	3/12/26	9075	CRJ	Blackman Twp - 2025 Winter Tax		15,418.56	
	3/12/26	7467	CRJ	Leoni Twp - 2025 Winter TIF		6,544.99	
				Spring Arbor Township - 703-000-228.260			
	3/17/26	5657	CRJ	Due to State of Michigan		1,660.24	
				Spring Arbor Township - 703-000-225.000			
	3/17/26	5657	CRJ	Due to Schools		251.44	
				Spring Arbor Township - 703-000-225.000			
	3/17/26	5657	CRJ	Due to Schools		600.37	
				Spring Arbor Township - 703-000-222.000			
	3/17/26	5657	CRJ	Due to County		1,156.19	
				Change		25,631.79	-25,631.79
	3/31/26			Ending Balance			-25,631.79
4910-BRA-000	3/1/26			Beginning Balance			-5.17
INTEREST INCOME - BR	3/31/26	Interest	GENJ	Interest - March		2.71	
				Change		2.71	-2.71
	3/31/26			Ending Balance			-7.88
4915-BRA-000	3/1/26			Beginning Balance			-76.76
INTEREST INCOME - ZM	3/31/26	Interest	GENJ	Interest - March		39.58	
				Change		39.58	-39.58
	3/31/26			Ending Balance			-116.34
4920-BRA-000	3/1/26			Beginning Balance			-89.76
INTEREST INCOME - TIF	3/31/26	Interest	GENJ	Interest - March		49.14	
				Change		49.14	-49.14
	3/31/26			Ending Balance			-138.90

Account ID	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
Account Description							
4935-BRA-000	3/1/26			Beginning Balance			-49.66
INTEREST INCOME - LBI	3/31/26	Interest	GENJ	Interest - March		26.11	
				Change		26.11	-26.11
	3/31/26			Ending Balance			-75.77
5095-BRA-000	3/1/26			Beginning Balance			5,222.11
STAFF TIME - BRA - BCRLF							
	3/31/26			Ending Balance			5,222.11
5710-BRA-000	3/1/26			Beginning Balance			1,986.10
CONSULTING - BRA - BC	3/2/26	452154	PJ	Fishbeck - Project 2419100.00 For Professional Services through May 30, 2025	3,862.30		
	3/2/26	455502	PJ	Fishbeck - Project 2419100.00 For Professional Services through August 29, 2025	2,215.25		
	3/2/26	456706	PJ	Fishbeck - Project 2419100.00 For Professional Services through September 26, 2025	797.50		
	3/2/26	452160	PJ	Fishbeck - Project 110164.00 For Professional Services through May 30, 2025	11,964.50		
	3/2/26	452859	PJ	Fishbeck - Project 110164.00 For Professional Services through June 27, 2025	2,093.75		
	3/2/26	455567	PJ	Fishbeck - Project 110164.00 For Professional Services through August 29, 2025	3,255.33		
	3/2/26	457072	PJ	Fishbeck - Project 110164.00 For Professional Services through September 26, 2025	700.00		
	3/2/26	459446	PJ	Fishbeck - Project 110164.00 For Professional Services through November 28, 2025	461.25		
	3/2/26	460232	PJ	Fishbeck - Project 110164.00 For Professional Services through December 31, 2025	688.75		

Account ID	Date	Reference	Jrnl	Trans Description	Debit Amt	Credit Amt	Balance
Account Description							
	3/19/26	463090	PJ	Fishbeck - Project 110164.00 For Professional Services through February 27, 2025	785.00		
				Change	26,823.63		26,823.63
	3/31/26			Ending Balance			28,809.73
6005-BRA-000	3/1/26			Beginning Balance			6,255.50
TIF REIMBURSEMENT EXP - BRA	3/31/26			Ending Balance			6,255.50



JACKSON COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY
SERVED BY ACCELERATE JACKSON COUNTY

April 30, 2026
JCBRA Invoice Report

TIF Account Expenses:

Fishbeck –

TIF Capture Expenses through 03/27/2026:

\$ 2,097.90

TOTAL TIF Account Expenses:

\$ 2,097.90

ZM BCRLF LOAN STATUS/ACTIVITIES:

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

Invoices to be approved by the JCBRA Board of Directors on : \$2097.90



Jackson County Brownfield
Redevelopment Authority (JCBRA)

Policy and Procedures Manual

Approved by the JCBRA Board
On _____



JACKSON COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY POLICY AND PROCEDURES MANUAL

1. Purpose and Mission

Jackson County, Michigan actively supports the growth and development of local industry and business in a variety of ways, including areas where infrastructure, utilities and buildings already exist. This helps to preserve greenspace, open lands and makes efficient use of the capital improvements already in place in the County. Development of environmentally-distressed, abandoned and blighted properties (“Brownfields”) is also important to the County in order to eliminate blight, restore taxable value of land, create jobs and economic opportunity, address environmental contamination, advance development patterns and infrastructure investment programs that improve economic development prosperity, and create healthy, environmentally sustainable and opportunity-rich communities for all Americans, regardless of race or income.

To support this public purpose, the County established a Brownfield Redevelopment Authority in 1999.

It is widely recognized that there often is a greater cost of redeveloping Brownfield properties compared to undeveloped or uncontaminated property. The State of Michigan has enacted programs to assist in the redevelopment costs of Brownfields, including tax increment financing programs for eligible activities. State and Federal Grant and Loan programs are also available to assist with Brownfield redevelopment costs. The mission of the Jackson County Brownfield Redevelopment Authority is to promote Brownfield Redevelopment in the County through the administration of these programs and promotion of these incentives in the business community.

2. Contact Information

The Jackson County Brownfield Redevelopment Authority (JCBRA) is staffed and administered by Accelerate Jackson County. Primary contacts for the JCBRA are:

Marcia Gearowski, Executive Director
Jackson County Brownfield Redevelopment Authority
100 E. Michigan Avenue, Suite 1100
Jackson, MI 49201
517-788-4330
marcia@acceleratejacksoncounty.org

Heather Holleque
Executive Assistant
Jackson County Brownfield Redevelopment Authority
100 E. Michigan Avenue, Suite 1100
Jackson, MI 49201
517-788-4457
heather@acceleratejacksoncounty.org

3. Programs Administered

The JCBRA has authority to administer the County's Brownfield Program in all areas of Jackson County, with the adoption of a resolution by the respective local unit of government (LUG) when it pertains to adoption of Brownfield Plans.

The JCBRA assists in Brownfield Redevelopment activities at eligible properties through grants, loans, and other incentives to assist in the costs related to various eligible Brownfield Redevelopment activities including:

- a. Phase I Environmental Site Assessments
- b. Phase II Environmental Site Assessments
- c. Baseline Environmental Assessments
- d. Due Care Plans
- e. Brownfield Plan Development
- f. Asbestos and Lead Paint Assessment and Removal
- g. Demolition
- h. Environmental Cleanup
- i. Other Response Actions necessary to redevelop or cleanup a site

The JCBRA administers the following programs to assist in these activities, depending upon funding availability and eligibility:

- a. U.S. EPA Assessment Grant Funds (Hazardous Substances and Petroleum-Contaminated Sites) – Used for eligible assessment activities at eligible properties. Preference is given to projects that are located in a known brownfield site, support economic growth and create tax increment.
- b. Brownfield Cleanup Revolving Loan Fund (BCRLF) Repayment Fund – This fund is generated from repayment of the County’s BCRLF Pilot. Preference is to use these funds for loans or grants for eligible activities on eligible properties.
- c. Access to State Grants and Loans – As available, the County may secure Grants and Loans from the State of Michigan to assist in redevelopment of a site.

4. Application Process

Persons wishing to access funding or program support for a Brownfield Redevelopment project shall submit a Project Funding Application describing the project, the projected needs, benefit to the community, and other pertinent information. The application form can be found at <https://acceleratejacksoncounty.org/jcbra/>

The completed Project Funding Application Form (Attachment A) will be submitted to the Executive Director of the Brownfield Redevelopment Authority. The Executive Director will notify the Local Unit of Government (LUG) in which the project exists to ascertain the LUG’s support for the project, if a Brownfield Plan is anticipated. In this notice (Attachment B), the Authority will notify the LUG of its intent to pursue any local and school tax increment created for the reimbursement of eligible activities undertaken by the Authority, Developer or both. Support for the project by the LUG does not obligate them to subsequently approve a resolution in support of a Brownfield plan, if applicable, to the project.

Projects implemented utilizing U.S. EPA Assessment Grants or State Grants or Loans secured by the County shall be completed by an approved consultant retained by the JCBRA. The Applicant shall provide access to the property for inspection by the Authority Staff and its approved environmental consultant. The applicant shall provide regular updates and timely responses to any information requests to ensure full communication and cooperation between all parties.

The applicant will be asked to consider providing a public benefit, which would positively affect the neighborhood in which the project is located. A list of community organizations, opportunities, and resources will be provided to the applicant. Within two years after the project is deemed complete, the applicant will be asked to state how their project has provided a public benefit, if applicable.

This action will take place simultaneously, as the JCBRA considers the application for funding. In the case a LUG expresses lack of support for a project, the Executive Director

will facilitate meetings to reach a solution agreed upon by all parties. It may be necessary to suspend work while these negotiations take place.

5. Loan Review Process

Developers may wish to secure a loan financed by the JCBRA, subject to funds availability. Depending upon the source of funds, loans may be available for assessment activities (Phase I and II Environmental Assessment and Baseline Environmental Assessments), cleanup, demolition, asbestos and lead paint abatement, due care planning and implementation, and other response actions necessary to redevelop a site.

An interested party should complete the Project Funding Application Form (Attachment A) and submit it to the Executive Director of the JCBRA. Sites and loans will be evaluated and prioritized based on, but not limited to, the following criteria:

- a. Site eligibility, credit worthiness and the ability to repay the loan – projects with strong financial capacity and a secure means of repayment, such as tax increment will be ranked higher than those that do not;
- b. Economic development potential, such as investment, job creation and retention, and projects that leverage private funds. Projects with job creation or retention or an increase in taxable value score higher than those that do not;
- c. Fit with community plans for growth – projects with appropriate development, compliance with zoning, land use and master plans and other factors will be preferred;
- d. Potential to advance development patterns and infrastructure investment programs that achieve improved economic prosperity, and healthy, environmentally sustainable, and opportunity-rich communities for all Americans, regardless of race or income;
- e. Reuse of infrastructure and sustainability features – projects that utilize existing infrastructure, incorporate green building practices, LEED projects, or projects which have an alternative energy component or incorporate other sustainable features will be ranked higher than those that do not;
- f. Creation and preservation of open space– projects incorporating open space into the development, particularly for trail ways or public access will be ranked higher than those that do not; and
- g. Funds availability.

Where applicable, sites and borrowers will be screened for eligibility under Michigan's Brownfield Redevelopment Financing Act (1996 PA 381, as amended), U.S. EPA Grant Proposal Guidelines or other relevant criteria. This review will be completed by JCBRA staff.

Once evaluated, potential Borrowers/Developers will also be required to provide detailed cleanup plans, budgets and schedules, and demonstrate that cleanup plans

have been reviewed and approved by EGLE. The Authority reserves the right to require a fee to cover actual costs of technical and legal oversight related to the review of these plans.

The existing Economic Development Corporation of Jackson County (EDC) Loan Review Committee, which is comprised of two local lenders, an accountant, a title company representative, the EDC Executive Director, and a member representing local business will act as the Authority's Loan Review Committee. The Loan Review Committee will evaluate the borrower's credit worthiness, collateral value, and the relationship of this loan to other financing arrangements, anticipated investment and costs, environmental risks and other fiscal information to develop a loan package for JCBRA staff to present to the borrower. No minimum or maximum loan amounts will be established. Loan terms are envisioned to be three to 15 years with the possibility that payments are deferred for a limited time for certain projects (such as affordable housing). The intention is to coordinate the maturity of the loan with any other financial support for the project so that the developer/borrower can refinance the loan with the increased collateral value brought by the redevelopment effort. Interest rates charged for loans secured from JCBRA funds will be negotiated on a case-by-case basis. Depending upon circumstances of the project, interest may be deferred until the redevelopment activities are complete (i.e., affordable housing projects). Personal guarantees will be required. A fee will be charged if a monthly payment is more than 10 days overdue.

The Loan Review Committee's legal counsel will prepare loan documents for review by and at the expense of the borrower. In addition, the JCBRA will draft a development agreement (See Attachment C for an example) that memorializes the expectations of the proposed cleanup and/or development and sets requirements that will address the goals of the County's Brownfield Program, i.e., improving community health and prosperity, affordable housing, advance development patterns and infrastructure investment programs that improve economic development prosperity, and create healthy, environmentally sustainable and opportunity-rich communities for all Americans regardless of race or income, preservation or creation of greenspace, reuse of infrastructure, etc. Within the loan and development agreements, the borrower will agree to provide access to the property for inspection by the JCBRA Staff, its approved environmental consultant, and other contractors and agents of the JCBRA.

6. Reimbursement/Development Agreements

Applicants accessing funds to complete assessments, cleanup or other activities which will be reimbursed through tax increment may be asked to enter into a Reimbursement and/or Development Agreement with a promise to repay the JCBRA's expense should the project not come to fruition.

Development Agreements are also required for projects where Michigan Strategic Fund (MSF), Michigan State Housing Development Authority (MSHDA), or Michigan Department of Environment Great Lakes & Energy (EGLE) approval is needed. Development Agreements will also be secured for projects accessing a loan from the JCBRA for redevelopment activities.

Sample Reimbursement and Development Agreements are provided in Attachments C and D.

For certain projects, developers may also be required to provide a Performance Bond, Letter of Credit, or other means to secure the viability of the project and the JCBRA's financial position in support of the project.

7. Fees

Applicants must submit a completed and signed Project Funding Application to JCBRA Staff with a non-refundable fee. For projects under \$100,000 investment, the fee will be \$500. For projects between \$100,001 and \$500,000 investment, the fee shall be \$1,250. For projects over \$500,001 investment, the fee shall be \$2,500.

Applications accepted for development of a Brownfield Plan shall include a one-time fee of \$2,500, unless waived by the Authority. Loans processed through the JCBRA will also have closing fees, which will be detailed during the loan application process and closing negotiations.

Fees may be waived for projects undertaken by local units of government, non-profit organizations or other projects as deemed appropriate by JCBRA Staff and with full JCBRA approval.

8. Interest Policy

Under special circumstances, and at the discretion of the JCBRA Executive Director and JCBRA Board of Directors, The JCBRA may allow a Developer to include interest expense in the Brownfield Plan. Typically, a nominal rate of 2% will be provided. Interest expense shall be calculated from the time that a complete and acceptable reimbursement request has been approved by the JCBRA. No interest expense shall be accrued for the period between incurring the expense and submittal of a complete reimbursement request. Interest will not be allowed to accrue during a period of time in which there is no tax increment.

9. Adoption of a Brownfield Plan

The JCBRA shall adopt a Brownfield Plan through completion of the following, as applicable to the project:

- a. A Draft Brownfield Plan shall be prepared by the County Brownfield Redevelopment Authority's approved consultant.
- b. The Brownfield Redevelopment Authority shall review the Plan and make a recommendation for adoption of the Plan.
- c. The Local Unit of Government in which the property exists will be made aware of the proposed adoption of the Brownfield Plan.
- d. A presentation will be made to the Local Unit of Government and a Resolution of Supporting Adoption of the Brownfield Plan will be secured.
- e. A notice of a Public Hearing will be published once in a newspaper of general circulation not less than 10 days prior to the scheduled Public Hearing.
- f. Not less than 10 days prior to the Public Hearing, each of the affected Taxing Jurisdictions will be provided notice of the hearing.
- g. A Public Hearing will be held at a regular scheduled County Board of Commissioners' Meeting. Following the Public Hearing, the County Commission shall take action on the Plan, as they see appropriate.

10. Reimbursements

Request for Reimbursement

The preferred order for reimbursement through a Brownfield Plan will be:

- a. JCBRA expenses
- b. Expended grant funds by the JCBRA
- c. Loan principal and interest
- d. Tax increment financing eligible developer expenses

Following payment of the above eligible expenses, it is the full intention of the JCBRA to include the capture of an additional five full years of tax increment for deposit in the JCBRA's Local Brownfield Revolving Fund (LBRF). Such action helps to sustain the County's Brownfield program.

Applicants who have successfully completed a project and seek reimbursement shall prepare a Reimbursement Package for submittal to the Authority Staff. The Reimbursement Package shall contain the following:

- a. A cover letter shall be included with each reimbursement request. This letter shall be signed by the property owner. The letter should include the following items:
 - 1) Project name and location where the work was performed
 - 2) Description of work
 - 3) Total amount requested
 - 4) Name and address of the owner (person or corporation) who is to receive payment.
 - 5) Critical project timeline and dates.

- b. If necessary, a letter from an environmental professional shall be included with each reimbursement request with the following certifications and information, as applicable:
 - 1) The environmental professional shall certify that the reimbursement request is an eligible expense under Act 381, as amended.
 - 2) Project name and address where the work was performed
 - 3) Description of work
 - 4) Certification that the work was performed as stated in the Brownfield Plan, Work Plan and/or Development Agreement
 - 5) Total amount requested
 - 6) Cost breakdown by line item consistent with the budget in the Brownfield Plan, Work Plan and/or Development Agreement
 - 7) Signature and certification by an environmental professional regarding the above information
- c. Copies of invoices, including detailed invoice sheets shall be provided for all expenses included in a reimbursement request.
- d. Waivers of construction and material supplier liens
- e. Upon request by the JCBRA, the developer or owner shall provide evidence that the work was completed, such as notes, reports, pictures of work performed or a letter from an engineer or environmental professional certifying that the work was performed.

Terms and Conditions of Reimbursement

If the person or corporation who is to receive payment is not the owner of record of the parcel(s) at the time of the reimbursement request, there shall be included in the reimbursement request a signed affidavit that the parcel owner of record authorizes the reimbursement to the other party.

The Package shall be reviewed by the Authority Staff and once approved, the Authority Staff shall transmit a Statement to the Treasurer of the Local Unit of Government to ensure disbursement of tax increment to the JCBRA for the approved costs, through the JCBRA's tax increment finance (TIF) collection procedures.

Tax Increment revenues will be disbursed to the Authority from the local Treasurer within 30 days following the winter and summer tax collection deadlines in February and September of each year. The Authority shall transmit any payments due to the Developer within 45 days of receipt of funds from the local Treasurer. Authority Staff shall maintain a schedule for reimbursements based on actual tax increment revenues. Should an applicant default on taxes, the Authority shall not be obligated to make reimbursement payments until the taxpayer is current. These requirements are to be further memorialized in a Reimbursement and/or Development Agreement, which takes precedence over this Policies and Procedures Manual.

Reimbursements shall not be paid to contractors or consultants who have worked on the project. Reimbursements shall be paid only to persons or corporations with whom a Reimbursement and/or Development Agreement has been executed at the time of request for reimbursement. Sample Reimbursement and Development Agreements are provided in Attachments C and D.

11. Amendments to Policy

Jackson County, through the JCBRA, reserves the right to amend this policy for different purposes which may include, but are not limited to: improvements which serve to benefit the Brownfield Redevelopment Process; changes in law and other applicable regulations on a local, state or federal level; and organizational changes affected by the County.

Changes to the policy will be approved by the JCBRA and made available to the community at large through its Web site and other mechanisms available to the Authority.

12. Attachments



Attachment A

JACKSON COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

Project Funding Application

The Jackson County Brownfield Redevelopment Authority (JCBRA) administers several Brownfield Redevelopment programs in Jackson County. Funding may be available for certain eligible activities including: Phase I and II Environmental Site Assessments, Baseline Environmental Assessments, Due Care Plans, Clean-up Planning and Clean-up activities. This application (also found on the web site at <http://enterprisegroup.org/partners/jcbra>) has been developed for interested parties requesting potential Brownfield funding on a redevelopment project within Jackson County. Project funding will be considered by the JCBRA on a case-by-case basis considering the merits of the proposed project. Criteria for project consideration is listed on page 15 of this application. Based on a review of a completed application, you will be contacted within 10 business days to discuss the next steps in the process or if additional information is needed. Applicants must submit a completed and signed Project Funding Application to JCBRA Staff with a non-refundable fee, as follows:

<u>Project Investment</u>	<u>Application Fee</u>
\$100,000	\$ 500
\$100,001 to \$500,000	\$1,250
Over \$500,001	\$2,500

Please provide information in the areas listed below, if available. (Attach additional pages if needed)

1. Date of Application: _____

Business Information:

2. Name of Applicant: _____

3. Name of Project: _____

4. Business Address: _____

5. Business Telephone Number: _____

6. Contact Person(s): _____ Title: _____
7. Contact Person(s) Telephone Number: _____
8. Contact Person(s) Fax Number: _____
9. Contact Person(s) Email Address: _____
10. Entity Type: Proprietorship Partnership Corporation
 Other (specify): _____
11. Describe nature and history of business: _____

12. List similar projects developed over the last five years (if any): _____

13. Key Project Contacts:
- Bank/Financing: _____
- Attorney: _____
- Accountant: _____
- Others: _____

Project Information: (Attach maps, site plans, etc., if available. List as attachments at the end of the completed application)

14. Address(es) (if known): _____
15. Tax ID(s) (if known): _____
16. Present Owner(s): _____
17. Date Present Owner(s) Acquired Property (if known): _____

18. Does applicant have land control: No Yes

If yes, please describe (owner, lessee, option or purchase agreement, etc.):

19. Does the project comply with local zoning and other land use requirements?
 No Yes

If no, please describe processes being undertaken to address local government concerns: _____

20. Any currently known environmental issues? _____

21. Is applicant a liable party for environmental issues at site? No Yes

22. Is access to site permitted? No Yes

23. Project type: New Relocation Expansion Rehabilitation

24. Project Description: Provide a short project description below, and **attach more detail and/or a Business Plan**, if available. _____

25. Project Size: Parcel size (acres): _____

Existing building area (square feet): _____

New building area (square feet): _____

26. Is project in one of the following (please check those that apply)?

Downtown Development District Renaissance Zone
 Local Development Finance Authority District Smart Zone

27. Project timeline (Proposed or Actual – circle one):

Start date: _____ Completion Date: _____

28. Does the project have the potential to advance development patterns and infrastructure investment programs that improve economic development prosperity, and create healthy, environmentally sustainable, and opportunity-rich communities for all Americans, regardless of race or income; sustainability features; creation or preservation of green space; energy conservation measures; alternative energy techniques; other unique environmental factors? (Please explain): _____

29. As an applicant for this funding, you are being asked to demonstrate how your project could provide a public benefit which would positively affect the neighborhood in which the project is located. A list of community organizations and opportunities is provided as part of this application. Within two-years after the project is deemed complete, the applicant will be asked to state how their project has provided a public benefit.

30. Additional materials (Please check those items that are available and attach to your application, if possible)

- Business Plan Financial Commitments Architectural/Site Plans
 Market Analysis Environmental Information/Reports
 Rezoning Approvals

Tax Base Information:

31. Total Investment Anticipated: \$ _____

If available, please attach a detailed projection of project costs and proposed funding sources. Categories of costs may include real estate, demolition, environmental, new construction, renovation, new equipment, and other as appropriate.

32. Eligible activities for which potential funding may be sought:

- Phase I ESA Phase II ESA BEA Due Care
 Clean-up Planning Brownfield Plan
 Other (describe)
 All of the above, if applicable

33. Current Taxable Value: \$ _____

34. Estimated Taxable Value after Project Completion, if known: \$ _____

Employment Information:

35. Full Time Equivalent (*FTE) Employees:

FTE Jobs Retained: _____ FTE Jobs Created: _____

**FTE example: 3 employees work 50 hours, 40 hours, and 10 hours respectively, in a week. Total hours worked is 100 divided by 40 hours = 2.5 FTE.*

36. APPLICATION VALIDATION:

List of attachments included with this application:

- a. _____
- b. _____
- c. _____
- d. _____
- e. _____

37. I certify that the foregoing is true and accurate to the best of my knowledge and that I am hereby authorized to submit this application on behalf of the proposed project and requesting party. Further, I certify that:

- a. The proposed project will be completed in a manner consistent and compliant with all applicable regulatory requirements;
- b. The proposed project will have the potential to advance development patterns and infrastructure investment programs that improve economic development prosperity, and create healthy, environmentally sustainable, and opportunity-rich communities for all Americans, regardless of race or income, sustainability features, creation of green space, preservation of valuable greenspace, energy conservation measures, alternative energy techniques, and/or other unique environmental factors; and
- c. The proposed project will demonstrate how the project could provide a public benefit which would positively affect the neighborhood in which the project is located. A list of community organizations and opportunities will be provided to the applicant. Within two-years after the project is deemed complete, the applicant will be asked to provide a letter to the JCBRA stating how their project has provided a public benefit.

Signature

Date

Title

Direct Office or cell phone number

Email address

If you have questions regarding the application, please contact:

Amy Torres, JCBRA Executive Director

100 E. Michigan Avenue, Suite 1100

Jackson, Michigan 49201

Office Phone: (517) 788-4458

Cell Phone: (517) 262-4799

E-mail: atorres@enterprisegroup.org

Current as of 03/31/17

Evaluation Criteria for JCBRA Funding Consideration

- Strength of Business Plan, financial commitments, architectural plans and/or market analysis
- Amount of property tax to be generated
- Amount of investment
- Business expansion, Full Time Equivalent (FTE) job retention, and FTE job creation. *(An FTE is the hours worked by one employee on a full-time basis, traditionally an eight-hour day; 40-hour week; 2,080 hours per year).*
- Location, proximity to other Brownfield projects, proximity to Target Area(s), other factors
- Extent to which project meets zoning requirements, consistency with Comprehensive Plan/Master Land Use Plan, supported by Local Unit of Government
- For residential projects, the extent to which the project is consistent with community housing strategies, creates mixed use redevelopment, creates downtown housing opportunities
- Extent to which environmental conditions are alleviated
- Liability status of the applicant, eligibility of the property and proposed activities
- Adoption of Sustainability features, creation of greenspace, preservation of valuable greenspace, energy conservation measures, alternative energy techniques, other unique environmental factors.
- Potential to advance development patterns and infrastructure investment programs that improve economic prosperity, and create healthy, environmentally sustainable, and opportunity-rich communities for all Americans, regardless of race or income.
- Applicant's willingness to consider providing a public benefit within the neighborhood in which their brownfield project is located.

Attachment B – Only used for potential Brownfield Plans

NOTIFICATION TO LOCAL UNIT OF GOVERNMENT

<Date>

<Village Manager/Township Supervisor>

<Address>

Re: <Project Name and Address>

The Jackson County Brownfield Redevelopment Authority (JCBRA) has received a request for assistance in the redevelopment of the above-referenced site. The JCBRA administers several programs to assist in the redevelopment of environmentally contaminated, blighted and distressed properties. These tools, which can include grants loans, and/or tax increment financing of eligible activities, is administered by the JCBRA throughout the County.

In order for the JCBRA to evaluate this request, we wish to understand if the Local Unit of Government (LUG) supports the proposed redevelopment. If the JCBRA funds this project, we intend to pursue collection of the local and school tax increment created by the project through a Brownfield Plan. The details of the Plan, which describes eligible activities and the term for reimbursement will be presented to the LUG. The adoption of a Brownfield Plan helps to ensure a sustainable funding source to address brownfields throughout the County.

A copy of the application is attached for your review. Please respond within 10 days if you have any concerns about this project or the Jackson County Brownfield Redevelopment Authority's funding of this project. You may respond via phone, e-mail, fax or in writing to:

Amy Torres, Executive Director
Jackson County Brownfield Redevelopment Authority
100 E. Michigan Avenue, Suite 1100
Jackson, MI 49201
517-788-4458
517-782-0061 (fax)
atorres@enterprisegroup.org

Thank you for your attention to this matter and your support for Brownfield Redevelopment in Jackson County, Michigan.

Sincerely,

Amy L. Torres
JCBRA Executive Director

Attachment C

SAMPLE DEVELOPMENT AGREEMENT

BROWNFIELD PLAN DEVELOPMENT AGREEMENT

THIS BROWNFIELD PLAN DEVELOPMENT AGREEMENT (the "Agreement"), is entered into on XXX ____, 20__ between the **JACKSON COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporate established pursuant to Act 381 of the Public Acts of 1996, as amended ("Act 381"), whose address is 100 E. Michigan Avenue, Suite 1100, Jackson, Michigan 49001 (the "Authority"), and XXX, a Michigan _____, whose address is XXX Street, CITY, Michigan ZIPCODE (the "Developer").

RECITALS

WHEREAS, the Authority and Jackson County have determined that brownfield redevelopment constitutes the performance of an essential public purpose which protects and promotes the public health, safety and welfare.

WHEREAS, Jackson County has established a Brownfield Redevelopment Authority (the "Authority") and the Authority and the County have adopted a Brownfield Plan (the "Plan"), pursuant to the provisions of PA, 1996, Act 381, being MCL 125.2651, et seq., (the "Act").

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

WHEREAS, Developer owns property in the Jackson County located at XXX Street (the "Property") and legally described on the attached Attachment A.

WHEREAS, the Property has been included in the Plan and qualified as an "eligible property" under the terms of the Act since (date and/or year).

WHEREAS, Developer has/intends to redevelop the Property by investing approximately \$XXX into (define project), which investments are expected to create or retain at least __ FTE jobs at this location and would increase the property tax base within Jackson County (the "Project").

WHEREAS, the Project will require the Developer to incur eligible costs associated with certain Eligible Activities regarding (types of eligible activities anticipated) which may require the services of various contractors, engineers, environmental consultants, attorneys and other professionals, such eligible costs not to exceed \$XXX.

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

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

- 1. Recitals.** The above recitals are acknowledged as true and correct, and are incorporated by reference into this paragraph.
- 2. The Plan.** The Plan, as it relates only to this Property, approved by the Authority and the County Commission of Jackson County is attached as Attachment B and incorporated as part of this Agreement. To the extent provisions of the Plan or this Agreement conflict with Act 381, Act 381 controls.
- 3. Term of Agreement.** Pursuant to the Plan the Authority shall capture that amount of Tax Increment Revenues generated from real and personal property taxes allowed by law on the Eligible Property, beginning in the first year after the year in which the Developer completes the Project, with the JCBRA receiving the last five years for the Local Brownfield Revolving Fund (LBRF). Capture will continue until the earlier of:
 - 3.1** Full reimbursement of the Developer's Eligible Costs for those Eligible Activities set forth in Paragraph 4, which shall not exceed \$XXX; or
 - 3.2** X years.
- 4. Eligible Activities.** The Developer shall diligently pursue completion of the Eligible Activities summarized in the Plan and set forth in this Paragraph. The Authority shall reimburse the Developer for Eligible Costs incurred on or after the date of the inclusion of this project in the Plan and include environmental due diligence and due care, site preparation, and infrastructure improvements which may require the services of various contractors, engineers, environmental consultants, attorneys and other professionals.

5. Reimbursement Source. During the term of this Agreement and except as set forth in Paragraph below, the Authority shall reimburse the Developer for its Eligible Costs, as limited under this Agreement, from all applicable non-school and school (if approved) Tax Increment Revenues collected from the real and personal property taxes on the Property.

6. Reimbursement Process.

6.1 Cost Reimbursement Request. After Developer has completed the Project (to the point that a temporary occupancy permit may be or is issued) Developer will submit by July 31 of the following year all reimbursement requests, for Eligible Activities, to the Authority. The Developer will also provide sufficient documentation of the Eligible Costs incurred including the dates, complete description of the work, proof of payment and detailed invoices for the costs involved for each Eligible Activity as described in the Authority's Policy Manual. Failure to provide the above noted information when due, or within the time permitted by the Authority under Paragraph 6.2, may result in foregone reimbursement to the developer by the JCBRA for eligible costs that have not been requested within the timeframe described above.

6.2 Authority Staff Review. The Authority Staff shall review the request within 60 days after receiving it. If Authority Staff determines that the documentation submitted by the Developer is not complete, then Developer shall cooperate in the Authority's review by providing any additional documentation of the Eligible Costs as deemed reasonable and necessary by the Authority in order to complete its review

6.3 Reimbursement. Tax increment revenues will be dispursed to the Authority from the local Treasurer within 30 days following the winter and summer tax collection deadlines in February and September of each year. The Authority shall transmit any payments due to the Developer within 45 days of receipt of funds from the local Treasurer. Authority Staff shall maintain a schedule for reimbursements based on actual tax increment revenues. Should an applicant default on taxes, the Authority shall not be obligated to make reimbursement payments until the taxpayer is current. After the summer and winter taxes are captured and collected on the Property, the Authority shall pay approved Eligible Costs to the Developer from Tax Increment Revenues that are generated from the Property in accordance with the Plan and Paragraph 6 to the extent that taxes have been captured and are available in that fiscal year. In the event that there are insufficient Tax Increment Revenues available in any given year to reimburse all of the Developer's Eligible Costs, as described in paragraph 4, then the Authority shall reimburse the Developer only from available Tax Increment Revenues.

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

Checks (sent by certified mail or hand-delivered, with a signed delivery receipt) shall be payable to: Applicant/Developer and Delivered to the following address:

XXX Street

7. Adjustments. In the event that a state agency of competent jurisdiction conducting an audit of payments made to the Developer under this Agreement or a court of competent jurisdiction determines that any portion of the payments made to the Developer under this Agreement is unlawful, the Developer shall pay back to the Authority that portion of the payments made to the Developer within 30 days of the determination made by a state agency or the court as the case may be. However, the Developer shall have the right, before any such repayment is made, to appeal on its or the Authority's behalf, any such determination made by a state agency or court as the case may be. If the Developer is unsuccessful in such an appeal, the Developer shall repay the portion of payments found to be unlawful to the Authority within thirty (30) days of the date when the final determination is made on the appeal.

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

8.1 Project. (describe project). For example - relocate a XXX square foot historic residential dwelling to the site, for redevelopment/rehabilitation as professional offices with associated site improvements in compliance with all applicable federal, state and local laws, rules and regulations, including building and zoning codes at a total investment estimated at \$XXX. Subject to matters beyond the reasonable control of Developer (e.g., matters of force majeure, acts of God, labor and material interruption or delay, and receipt of necessary governmental approvals) construction shall be substantially completed to the point that a temporary occupancy permit may be issued within 12 months of this Agreement.

8.2 Employment Opportunities. Make every reasonable effort to work with the County and community employment agencies to hire County residents for new employment opportunities created by the Project, and to encourage the local contracting of construction and site related work.

8.3 Ordinances. Rehabilitate the building, and develop the Property, including landscaping and all other improvements required for the Project, in compliance with all local ordinances, site plan review and this Agreement.

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

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

8.6 Cooperation. Assist and cooperate with the Authority in providing information that it may require in providing necessary reports to governmental or other agencies.

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

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

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

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

11. Freedom of Information Act. Developer stipulates that all Petitions and documentation submitted by Developer shall be open to the public under the Freedom of Information Act, Act No. 442 of the Public Acts of 1976, being Sections 15.23 to 15.24 of the Michigan Compiled Laws and no claim of trade secrets or other privilege or exception to the Freedom of Information Act will be claimed by Developer as it relates to this Agreement or Petitions and supporting documentation.

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

13. Notices. All notices and other communications required or permitted under this Agreement shall be in writing and shall be deemed given when delivered personally, or one day after being sent by overnight courier, or three days after being mailed by registered mail, return receipt requested, to the following addresses (or any other address that is specified in writing by either party):

If to Developer: XXX
 c/o XXX
 XXX Street
 CITY, MI ZIP

With copy to: TBD

If to the JCBRA: JCBRA Executive Director
 100 E. Michigan Avenue, Suite 1100
 Jackson, Michigan 49201

With copy to: TBD

14. Indemnification. Developer shall defend, indemnify and hold harmless the Authority, to also include the County, and any of its past, present and future members, officials, employees, agents or representatives from all losses, demands, claims, judgments, suits, costs and expenses (including without limitation the costs and fees of attorneys or other consultants) arising from or related to the capture and use of Tax Increment Revenue paid to Developer as a reimbursable payment under this Agreement made in excess of the amount of tax increment revenues the Authority is determined by the State or court to be allowed by law to use for that reimbursement.

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

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

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

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

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

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

Witnesses:

JACKSON COUNTY BROWNFIELD
REDEVELOPMENT AUTHORITY

_____ By _____
<Name>

_____ Title _____

Date _____

APPLICANT/DEVELOPER

_____ By _____
<Name>

_____ Title _____

Date _____

Attachment D

SAMPLE REIMBURSEMENT AGREEMENT

This Reimbursement Agreement is made as of ____ ____, 20__, by and between "DEVELOPER XYZ" ("Applicant") and The Jackson County Brownfield Redevelopment Authority (the "Authority").

The Applicant has applied to the Authority for funding under the Brownfield Assessment Grant recently received by the Authority from the United States Environmental Protection Agency (the "Funds"). The Applicant desires to use the Funds to pay for the costs of *<list of proposed eligible activities e.g. Phase I and II environmental site assessment, baseline environmental assessment, due care plan and similar and related costs>* (the "Costs") to be incurred in connection with the Applicant's proposed acquisition and development of the property and facility at _____, Michigan, currently owned by _____ (the "Site"). If the Authority grants the application of the Applicant, the Authority may incur Costs, or obligate itself to incur Costs, on behalf of the Applicant. To induce the Authority to act favorably on the Applicant's application and assure the Authority that the Applicant will reimburse the Authority for any Costs incurred by it if Applicant does not consummate acquisition and development of the Site, the Applicant and Authority are hereby entering into this Reimbursement Agreement.

Accordingly, the Applicant and the Authority, in consideration of the foregoing premises and for other good and valuable consideration, hereby agree as follows, intending to be legally bound:

1. Agreement to Reimburse Authority. If the Authority incurs Costs on behalf of the Applicant with respect to the Site, and if the Applicant elects not to consummate the purchase of the Site for any reason, the Applicant will reimburse the Authority for all such Costs incurred by the Authority.
2. Reimbursement Procedure. The Authority may request reimbursement of Costs at any time after the Authority determines in its reasonable judgment that the Applicant has elected not to consummate the purchase of the Site. Such request shall be in writing and shall be accompanied by receipts or other documentation reasonably sufficient to establish the veracity and amount of the Costs being requested for reimbursement. The Applicant shall reimburse the Authority within 30 days after receiving a valid written request for reimbursement.
3. Effective Time; Termination. This Agreement shall govern and become operative if and when the Applicant's application for Funds is approved and the Authority incurs Costs; the Agreement shall then continue in full force and effect until

The Jackson County Board of Commissioners, in accordance with the Michigan Brownfield Redevelopment Financing Act (Act 381), approved the formation of a countywide Brownfield Redevelopment Authority. The mission of the Jackson County Brownfield Redevelopment Authority (JCBRA) is to facilitate the redevelopment of environmentally contaminated and underutilized properties located within municipalities in Jackson County through the use of tax increment financing (TIF) and other state and federal incentives. Act 381 authorizes BRAs to use TIF to prepare properties for redevelopment or to help developers with their redevelopment costs. Applicants may apply to the JCBRA for funding assistance on properties deemed to be eligible properties and for eligible activities, as outlined in Act 381.

TYPES OF FUNDING ASSISTANCE:

State and Federal Sources

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) and the U.S. Environmental Protection Agency (EPA) offer funding to help assess, clean up, and redevelop brownfield sites. Grants and loans through EGLE can assist with environmental assessments, cleanups, and due care activities. EPA grants are competitive grants which the county applies for in order to assist properties using brownfield assessments, cleanup, revolving loan funds, and planning activities on eligible sites.

Additionally, grants offered through MSHDA, or other agencies may be available to assist with a redevelopment project and could be used to layer different financial incentives on a site. These opportunities are reviewed on a project-by-project basis to determine if the site is eligible, and if funding is available.

Local Brownfield Revolving Fund (LBRF)

The LBRF is used by JCBRA to help assess, clean up and redevelop properties. The LBRF provides loans or sub-grants to eligible parties (such as developers, nonprofits, or municipalities). The LBRF is funded through TIF capture on brownfield plans, and borrowers repay their loans back into the fund, so funds become available for new projects. LBRFs can be used for:

- Environmental Cleanup
- Site Preparation – Activities related to readying a site for redevelopment after cleanup.
- Providing funds where other lending options fall short.
- Offering low-interest or forgivable loans, or grants, to attract developers.

Tax Increment Financing (TIF)

TIF is a way to help clean up and reuse properties, and help finance housing projects, as outlined in Public Act 381 of 1996. Act 381 defines a “brownfield” as property that is blighted, functionally obsolete, contaminated, owned by a land bank, historic, at a transit hub, or adjacent/contiguous to any of these if developing the adjacent/contiguous property increases the value of the first property. Property that will be developed for housing is also an eligible brownfield property, regardless of any other brownfield conditions, but adjacent and contiguous property is not eligible for incentives under Act 381 if housing is the only qualifying factor.

TIF is the capture of future property taxes from the improved development to reimburse the developer for eligible activities and is collected over a period of time (maximum 30 years). A brownfield plan is required and must be approved by the local government, the JCBRA, and the County Board of Commissioners. To capture state tax for TIF reimbursement, an additional Act 381 Work Plan must be developed and approved by the appropriate state agency, (MSHDA, MEDC or EGLE). Utilizing TIF on an eligible property also requires a developer reimbursement agreement between the JCBRA and the developer.

As defined in Act 381, eligible activities for TIF reimbursement include:

- Environmental response activities (including pre-acquisition due diligence costs)
- Abatement of lead, asbestos, and other hazardous or toxic materials
- Demolition
- Environmental insurance
- Interest expense
- Brownfield Plan/Act 381 Workplan development
- Plan administration costs of the Authority
- Plan implementation
- TIF collection for a Local Brownfield Redevelopment Fund (LBRF)
- “Housing Activities” as defined in Act 381:
 - * Reimbursement provided to owners of rental housing units for qualified rehabilitation.
 - * Costs for public and private infrastructure and site preparation necessary for a housing project.
 - * Costs of demolition and renovation of existing buildings and site preparation, to the extent necessary to accommodate an income qualified purchaser household or income qualified renting household.
 - * Temporary household relocation costs for an income qualified household for a period not to exceed 1 year.
 - * Acquisition cost for blighted or obsolete rental units, to the extent the acquisition would promote rehabilitation or adaptive reuse of the blighted or obsolete rental unit to accommodate an income qualified purchaser household or income qualified renting household.
 - * Reimbursement provided to a developer to fill a financing gap associated with the development of housing units priced for income qualified households.

If a Brownfield Plan for housing activities is approved, Act 381 Work Plan and required documents will be required as part of the submittal to the state, including documentation for keeping rents at or below MSHDA’s requirements (at or below 120% of Area Median Income) for the duration of the Brownfield Plan, and providing annual documentation to verify the rents and eligible households.

Additionally, Site Prep and Public Infrastructure are eligible activities in Qualified Local Units of Government (QLUG). The City of Jackson and Leoni Township are the only two areas in Jackson County that are QLUGs.

EVALUATION CRITERIA FOR JCBRA FUNDING CONSIDERATION:

The JCBRA will evaluate applications for assistance based on factors such as:

- The proposed method of financing eligible activity costs is feasible.
- The proposed activities are considered “eligible” for reimbursement under Act 381.
- The costs of the proposed eligible activities are reasonable and necessary to carry out the project.
- Strength of Business Plan, financial commitments, architectural plans, and/or market analysis
- Amount of property tax to be generated
- Amount of investment
- Business expansion, Full Time Equivalent (FTE) job retention, and FTE job creation. (An FTE is the hours worked by one employee on a full-time basis, traditionally an eight-hour day; 40-hour week; 2,080 hours per year).
- Location, proximity to other Brownfield projects, proximity to Target Area(s), other factors
- Extent to which project meets zoning requirements, consistency with Comprehensive Plan/Master Land Use Plan, supported by Local Unit of Government
- For residential projects, the extent to which the project is consistent with community housing strategies, creates mixed use redevelopment, creates downtown housing opportunities
- Extent to which environmental conditions are alleviated
- Liability status of the applicant, eligibility of the property and proposed activities
- Adoption of Sustainability features, creation of greenspace, preservation of valuable greenspace, energy conservation measures, alternative energy techniques, other unique environmental factors.
- Potential to advance development patterns and infrastructure investment programs that improve economic prosperity, and create healthy, environmentally sustainable, and opportunity-rich communities for all Americans, regardless of race or income.
- Applicant’s willingness to consider providing a public benefit within the neighborhood in which their brownfield project is located.

All applicants shall provide a letter of support for the project from the local unit of government. A pre-application meeting is required for any developer requesting brownfield financial incentives. (Refer to Application Process).

FEES

Applicants must submit a completed and signed Project Funding Application to JCBRA Staff with a non-refundable fee.

For projects under \$100,000 investment, the fee will be \$500.

For projects between \$100,001 and \$500,000 investment, the fee shall be \$1,250.

For projects over \$500,001 investment, the fee shall be \$2,500.

Applications accepted for development of a Brownfield Plan shall include a one-time fee of \$2,500.

Applications accepted for development of a Brownfield Plan for Housing, shall include a one-time fee of \$5,000.

Loans processed through the JCBRA will also have closing fees, which will be detailed during the loan application process and closing negotiations.

Fees may be waived for projects undertaken by local units of government, non-profit organizations or other projects as deemed appropriate by JCBRA Staff and with full JCBRA approval. For certain projects, developers may also be required to provide a Performance Bond, Letter of Credit, or other means to secure the viability of the project and the JCBRA’s financial position in support of the project.

APPLICATION

The Jackson County Brownfield Redevelopment Authority (JCBRA) administers several Brownfield Redevelopment programs in Jackson County. Funding may be available for certain eligible activities including: Phase I and II Environmental Site Assessments, Baseline Environmental Assessments, Due Care Plans, Clean-up Planning and Clean-up activities, housing development. This application (also found online at www.acceleratejacksoncounty.org/jcbra) has been developed for interested parties requesting potential Brownfield funding on a redevelopment project within Jackson County. Project funding will be considered by the JCBRA on a case-by-case basis considering the merits of the proposed project.

This Application form must be completed to initiate assistance with the Jackson County Brownfield Redevelopment Authority (JCBRA). There are no deadlines for the submittal of applications – applications will be accepted on an ongoing basis. Before submitting a project application, a pre-application meeting will take place with the applicant. Applicants must submit a completed and signed Project Funding Application with a non-refundable fee (Refer to Application Process).

Any fees required by other agencies are in addition to the fees cited herein and must be paid by the Applicant. Refer to the Schedule of Fees for any other applicable fees.

Business Information:

Project Name:

Applicant Name:

Business Name (If different from Applicant):

Business Address:

Contact Person: _____ Title: _____

Email:

Office Phone:

Cell Phone:

Entity Type: Proprietorship Partnership Corporation

Other (specify): _____

Describe nature and history of business:

List similar projects developed over the last five years (if any):

Key Project Contacts:

 Bank/Financing:

 Attorney:

 Accountant:

 Others:

Project Information: (Attach maps, site plans, etc., if available. List as attachments at the end of the completed application)

Address(es) (if known):

Tax ID(s) (if known):

Present Owner(s):

Date Present Owner(s) Acquired Property (if known)

Does applicant have land control: No Yes

If yes, please describe (owner, lessee, option, or purchase agreement, etc.):

Does the project comply with local zoning and other land use requirements? No Yes

If no, please describe processes being undertaken to address local government concerns:

Any currently known environmental issues?

Is applicant a liable party for environmental issues at site? No Yes

Is access to site permitted? No Yes

Project type: ___New Construction ___ Expansion ___ Rehabilitation

Project Description: Provide a short project description below and attach more detail and/or a Business Plan, if available.

Project Size: Parcel size (acres):

Existing building area (square feet):

New building area (square feet):

Is project in one of the following (please check those that apply)?

Downtown Development District Renaissance Zone

Local Development Finance Authority District Smart Zone

Project timeline (Proposed or Actual – circle one):

Start date: Completion Date:

Please summarize the proposed project and the assistance requested:

Does the project have the potential to advance development patterns and infrastructure investment programs that improve economic development prosperity, and create healthy, environmentally sustainable, and opportunity-rich communities for all Americans, regardless of race or income; sustainability features; creation or preservation of green space; energy conservation measures; alternative energy techniques; other unique environmental factors?

(Please explain):

As an applicant for this funding, you are being asked to demonstrate how your project could provide a public benefit which would positively affect the neighborhood in which the project is located. A list of community organizations and opportunities is provided as part of this application. Within two-years after the project is deemed complete, the applicant will be asked to state how their project has provided a public benefit.

Additional materials (Please check those items that are available and attach to your application, if possible)

Business Plan

Financial Commitments

Architectural/Site Plans

Market Analysis

Environmental Information/Reports

Rezoning Approval

Tax Base Information:

Current Taxable Value \$ _____

Estimated Taxable Value after Project Completion, if known \$ _____

Total Investment Anticipated: \$ _____

If available, please attach a detailed projection of project costs and proposed funding sources. Categories of costs may include real estate, demolition, environmental, new construction, renovation, new equipment, and other as appropriate.

Employment Information:

Full Time Equivalent (*FTE) Employees:

FTE Jobs Retained: _____ FTE Jobs Created: _____

*FTE example: 3 employees work 50 hours, 40 hours, and 10 hours respectively, in a week. Total hours worked is 100 divided by 40 hours = 2.5 FTE.

Application Validation:

Site Control: Attach a copy of proof of control of the property (i.e., current title commitment, proof of ownership, signed purchase agreement, option or site access agreement).

Site Plan: Attach copies of proposed preliminary site development or concept plans to illustrate how the proposed redevelopment and land uses will be situated on the subject property, and documenting access to all necessary utilities and infrastructure.

Environmental Work Completed: Attach all environmental reports that have been completed for this site (e.g., Phase I, Phase II, BEA, RCRA, Closure, and Due Care).

Financial Information: Attach simple project budget/pro forma illustrating all related project expenses, sources of financing, and project financing needs and spreadsheet detailing principal Act 381 brownfield eligible activities and project financing gap.

Brownfield activities for which potential assistance is sought:

- Environmental activities (assessment, abatement, etc.)
- Demolition, site prep, etc.
- Infrastructure
- Housing TIF
- Other (please list)

Funding Assistance Requested through JCBRA:

State and Federal Sources

- Grant - Michigan Department of Environment, Great Lakes, and Energy
- Grant - Michigan Department of Environment Great Lakes, and Energy
- EPA or EGLE Brownfield Site Assessment Grant
- Housing Grants through Michigan State Housing Development Authority (MSHDA)
- Other Loans or Grants (please identify)

Local Sources

- Brownfield Tax Increment Financing (TIF) (Brownfield Plan, Brownfield Plan Amendment and Act 381 Work Plans)
- Local Brownfield Revolving Fund (LBRF)

\$ _____ **ESTIMATED AMOUNT OF BROWNFIELD ASSISTANCE BEING REQUESTED WITH THIS APPLICATION**

CERTIFICATION

The undersigned hereby certifies that all information provided to the Jackson County Brownfield Redevelopment Authority (JCBRA) herein and furnished with this application is and will be true, accurate, and complete and fairly presents the financial condition of the undersigned.

The undersigned hereby certifies the Applicant is not a liable party for any contamination on the project site and acknowledges that full environmental disclosure is a requirement. Disclosure shall include copies of all available environmental data, reports and pertinent correspondence including documentation relating to liable or potentially liable parties and the environmental condition of the project site.

The proposed project will be completed in a manner consistent and compliant with all applicable regulatory requirements.

The proposed project will have the potential to advance development patterns and infrastructure investment programs that improve economic development prosperity, and create healthy, environmentally sustainable, and opportunity-rich communities for all Americans, regardless of race or income, sustainability features, creation of green space, preservation of valuable greenspace, energy conservation measures, alternative energy techniques, and/or other unique environmental factors.

The proposed project will demonstrate how the project could provide a public benefit which would positively affect the neighborhood in which the project is located. A list of community organizations and opportunities will be provided to the applicant. Within two-years after the project is deemed complete, the applicant will be asked to provide a letter to the JCBRA stating how their project has provided a public benefit.

AUTHORIZED SIGNATURE	TITLE	DATE
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AUTHORIZED SIGNATURE	TITLE	DATE
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Before submitting a project application, please make sure the application is complete and any required documents and required Fee are attached. Approval of the application by the JCBRA is NOT approval of a Brownfield Plan or the requested Housing Tax Increment Financing (HTIF) and/or other financial incentives.

Return the complete application, attachments and fee made payable to Jackson County Brownfield Redevelopment Authority, to:

**Marcia Gebarowski
Jackson County Brownfield Redevelopment Authority
100 East Michigan Avenue, Suite 1100
Jackson, MI 49201**

Alternatively, completed applications can be submitted through email to Marcia Gebarowski Jackson County Brownfield Redevelopment Authority Director: marcia@acceleratejacksoncounty.org

APPLICATION PROCESS

WHAT	WHEN
Developer Contacts the JCBRA staff to discuss the project (project is confidential at this point).	
Pre-application meeting with JCBRA staff, Environmental Consultant, Local Unit of Government, and developer to review the project, and use the evaluation checklist to determine whether it qualifies for BRA support. If yes, follow the steps below.	
Developer submits a complete application to staff, including fees and attachments.	Two weeks prior to JCBRA meeting
JCBRA staff review application for completion and provides recommendation to JCBRA. Applicant will be contacted within 10 business days of receipt by staff, if additional information is needed. Project is added to the agenda for the next feasible JCBRA meeting.	Before BRA meeting
JCBRA reviews the application, evaluation criteria and staff recommendation, and determines what level of brownfield support, if any, it is willing to consider for the project. If the JCBRA is willing to support the project, applicant will move to the flowchart below for the proper steps, depending on requested funding.	BRA meeting

- NOTE: Flow chart to be inserted here for next steps for the type(s) of funding requested.