



JCBRA MEETING AGENDA
Thursday, August 6, 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 July 9, 2026, JCBRA Board Meeting
- b) **JCBRA Financial Statements through July 31, 2026.
- c) **JCBRA Invoices through July 31, 2026.

JCBRA Active Project Updates: Staff updates

Old Business

- a) Fishbeck Proposal

New Business

Director's/Staff Comments

Board Member Comments

Community/Public Comments

Next Meeting: Thursday, Aug 6, 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**

****Indicates Separate Attachment**

NOTE: JCBRA FINANCE COMMITTEE TO MEET IMMEDIATELY AFTERWARD TO REVIEW ZM FINANCIAL STATEMENTS.



JCBRA Board Meeting Minutes

July 9, 2026 - 7:30 a.m.

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

Present (6): Brad Runkel, Brad Brelinski, Ted Hilleary, Jim Seitz, Mark Schopmeyer, John O'Connor.

Absent (3): AJ Crownover, James Shotwell, Pete Jancek.

Task Force Partners (0):

Staff (2): Marcia Gebarowski, and Heather Holleque - Accelerate Jackson County.

Call to Order: Chairman Runkel called the meeting to order at 7:32 a.m.

Public Comment: None

JCBRA Meeting Minutes from May 4, 2026:

Amended to reflect John O'Connor present, removed Connor Woods.

JCBRA Financial Statements through June 30, 2026:

Approved unanimously.

JCBRA Invoices through June 30, 2026:

Approved unanimously.

Meeting Purpose: Regular Brownfield Redevelopment Authority Meeting

Executive Summary

The Authority reviewed the status of active redevelopment projects, discussed a proposed annual general services agreement with Fishbeck, received updates on several strategic redevelopment initiatives, and considered expanded collaboration with the County Land Bank. The Board requested additional financial analysis before acting on the proposed professional services agreement and continued advancing redevelopment opportunities throughout the community.

Project Updates

Marcia Gebarowski reported continued progress on multiple active Brownfield projects. The Brown Floral project realized an estimated \$18,000 cost reduction following environmental

investigation that confirmed no underground storage tanks were present. Other active projects remain on schedule as redevelopment planning and environmental work continue.

Fishbeck General Services Agreement

A proposal was presented to establish a \$20,000 annual retainer for general consulting services provided by Fishbeck. The proposed agreement is intended to streamline administrative processes, reduce time spent managing individual invoices, and provide consistent technical support as redevelopment activity increases.

Board members discussed the proposal in relation to historical consulting expenditures, cost allocation between public and private development projects, and the long-term financial implications for the Authority. No action was taken. Staff was directed to prepare additional analysis, including historical billing comparisons, for consideration at the August meeting.

County Land Bank Partnership

Staff outlined a proposed management agreement under which Accelerate Jackson would provide management services to the County Land Bank. The partnership is intended to strengthen coordination between land banking, brownfield redevelopment, housing initiatives, and future redevelopment projects throughout the county.

The Board also discussed planning a future redevelopment summit bringing together the Brownfield Authority, County Land Bank, Housing Coalition, Fishbeck, and other community partners.

Board Direction

The Board directed staff to:

Compile Fishbeck billing history from the previous five years for comparison with the proposed annual retainer.

Prepare a formal evaluation of the proposed Fishbeck general services agreement for Board consideration in August.

Invite Fishbeck representatives to attend the August meeting to discuss the proposal.

Complete revisions to Brownfield Authority policies, procedures, and process flow documentation.

Present the proposed management agreement to the County Land Bank Board.

Begin planning a joint redevelopment summit with regional partners.

Next Meeting:

Thursday, AUG 6, 2026, JCBRA Meeting will be held at the County Tower Building, Commission Chambers, 120 W. Michigan Ave, 5th Floor, at 7:30 a.m.

Adjourned: Chairman Runkel adjourned at 8:04 a.m.

Respectfully submitted by Heather Holleque, AJC Executive Assistant

JCBRA PROJECT UPDATES
August 6, 2026

1. Michner Plating (506 N Mechanic, City of Jackson) – EPA updated local officials that their team had trouble getting access to several properties to conduct sampling work and their visit will be delayed until around September.
2. Brown Floral – Have not received updated schedule for remainder of the pavement to be completed before a final payment is reviewed. Once eligible expenses are reimbursed, a repayment plan will be implemented.
3. Michigan Psychological Services/Messenger Properties, LLC (2532 Spring Arbor Road, Summit Twp)– Fishbeck is still working with the developer to obtain appropriate documentation on eligible activities – most of which were self-performed.
4. TIF Statements for 2026 Summer Taxes have been sent to the taxing jurisdictions.
5. JCBRA Policies & Procedures have been reviewed by AJC staff and Fishbeck with updates being made with final draft to be reviewed by the board at the September meeting. The JCBRA funding application was updated last year, and no major revisions have been made. Staff will continue to evaluate where additional updates are needed, specifically around application fees for large/complex projects to ensure JCBRA can cover initial project costs.
6. Fishbeck funding proposal – Fishbeck submitted a proposal for the JCBRA to consider a funding allowance of up to \$20,000 annually. This proposal is not a “use it or lose it” model. It would simply enable Fishbeck to work with JCBRA staff on projects and related work more seamlessly without coming to the board to quote a project before doing the work up to \$20,000 in services. Staff reviewed prior year expenditures with annual total expenditure breakdown as follows:

2026	\$ 8,721.65
2025	\$ 20,764.43
2024	\$ 4,059.10
2023	\$ 2,274.10

Dave Stegink will join us at the August meeting to speak in more detail.

July 2, 2026

Marcia Gebarowski
Accelerate Jackson
One Jackson Square, Suite 1100
Jackson, MI 49202

Proposal for General Brownfield Consulting Services

Thank you for the opportunity to present this proposal to establish annual budgets for our continuous work in supporting Accelerate Jackson and the Jackson County Brownfield Redevelopment Authority. For 20 years, Fishbeck has served the Jackson County Brownfield Redevelopment Authority in a variety of capacities including activities that are not project specific. These ongoing responsibilities have included, but are not limited to, the following:

- Completing semi-annual updates of financial tracking for active Brownfield Plans
- Articulating amounts of annual tax increment revenues to be reimbursed to developers, retained by the Authority for payment to the state or for its own accounts
- Assisting in the required annual MEDC reporting
- Meeting with prospective developers
- Conducting educational and community engagement activities
- Preparing marketing materials
- Amending Authority policy and application documents
- Other tasks requested by staff and the Authority Board

For several years, our work has been completed and invoiced on an as-needed basis. As Accelerate Jackson integrates new staff into the role of managing the Brownfield Redevelopment Authority, it is agreed that a more formal agreement for the financial commitment related to this work is appropriate. Fishbeck has reviewed our billings for the past several years related to these tasks to understand what is a typical annual cost for this work. Based on our past performance and in consideration of future ongoing work requested, we are proposing an annual budget of twenty thousand dollars (\$20,000) for general brownfield consulting services. For the remainder of 2026, the budget would be ten thousand dollars (\$10,000). Beginning January 1, 2027, we would create a new budget of \$20,000. If matters that require additional work arise, we will advise as soon as we foresee the need to increase the budget and will provide an updated proposal. Fishbeck's standard rates will apply.

Attached is our Professional Services Agreement. If this is acceptable to Accelerate Jackson and the Jackson County Brownfield Redevelopment Authority Board, please sign in the space provided and return the executed agreement to Shelby Senkewitz (ssenkewitz@fishbeck.com). This proposal is made subject to the attached Terms and Conditions for Professional Services. Invoices will be submitted monthly, and payment is due upon receipt.

If you have any questions or require additional information, please contact me at 269.544.6977 or dstegink@fishbeck.com.

Sincerely,

A handwritten signature in black ink, appearing to read "David Stegink". The signature is fluid and cursive, with the first name "David" and last name "Stegink" clearly distinguishable.

David Stegink

Vice President/Brownfield Program Manager

Attachment

By email

Professional Services Agreement

PROJECT NAME: 2026 and 2027 General Brownfield Consulting Services
FISHBECK CONTACT: David Stegink
CLIENT CONTACT: Marcia Gebarowski
CLIENT: Accelerate Jackson, One Jackson Square, Suite 1100, Jackson, MI 49202

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Conduct scope of services to support Accelerate Jackson and the Jackson County Brownfield Redevelopment Authority, as detailed in Fishbeck's attached letter proposal, dated July 2, 2026.

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

- ☒ Terms and Conditions for Professional Services
- ☒ Proposal Dated: July 2, 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:

General Brownfield Consulting Services for the remainder of 2026 – Ten Thousand Dollars (\$10,000)
General Brownfield Consulting Services for 2027 – Twenty Thousand Dollars (\$20,000)

ADDITIONAL PROVISIONS (IF ANY): None

APPROVED FOR:

Accelerate Jackson

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

ACCEPTED FOR:

Fishbeck

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____



David Stegink

Vice President

July 2, 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