



JCBRA MEETING AGENDA
Thursday, October 1, 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 August 6, JCBRA Board Meeting
- b) *JCBRA Financial Statements through August 31, 2026.
- c) *JCBRA Invoices through August 31, 2026.

JCBRA Active Project Updates: Staff updates

Old Business

New Business:

- a) *Zimmer Marble Loan Modification Request
- b) *Jackson District Library Funding Request

Director's/Staff Comments

Board Member Comments

Community/Public Comments

Next Meeting: Thursday, November 5, 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**



JCBRA Board Meeting Minutes
August 6, 2026 - 7:30 a.m.
County Tower Building, Jackson County Commission
Chambers, 5th Floor, 120 W. Michigan Ave.

Present (7): Brad Runkel, Brad Brelinski, Ted Hilleary, Mark Schopmeyer, John O'Connor, AJ Crownover, Pete Jancek.

Absent (1): Jim Seitz

Task Force Partners (2): Dave Stegink (Fishbeck), Emily Dunbar (Fishbeck)

Staff (2): Marcia Gebarowski, 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 July 9, 2026:
Approved unanimously.

JCBRA Financial Statements through July 31, 2026:
Unavailable

JCBRA Invoices through July 31, 2026:
Approved unanimously.

Meeting Purpose: Regular Brownfield Redevelopment Authority Meeting

Executive Summary

Staff Updates and Project Activity

Staff provided updates on current brownfield projects and ongoing redevelopment activities.

Michigan Psychological Services continues to move through the due diligence process.

Brown Floral continues working toward project completion, with remaining pavement work dependent on contractor scheduling. Staff continue to monitor progress and provide support to ensure active projects continue moving forward.

Fishbeck Consulting Services Agreement

The Board reviewed a proposed annual consulting services agreement with Fishbeck.

The purpose of the agreement is to formalize the existing working relationship, streamline project coordination, and establish a pre-approved budget for consulting services as needed.

Fishbeck clarified that the agreement is not a “use it or lose it” arrangement. Services will only be billed for work completed and authorized.

The Board approved moving forward with the consulting services agreement.

Brownfield Open House / Educational Event Discussion

Staff proposed hosting a Brownfield-focused open house or educational summit in October to highlight redevelopment opportunities and provide information regarding available brownfield tools and resources.

Potential presenters may include representatives from EGLE, MEDC, Fishbeck, and other redevelopment partners.

The event would target developers, real estate professionals, builders, municipal partners, and other stakeholders interested in redevelopment opportunities throughout Jackson County.

Board members encouraged strong outreach efforts, including engagement with local realtors, the Home Builders Association, municipalities, and potential developers.

Staff will prepare a proposed agenda and bring additional details forward at a future meeting.

Board Member Comments and Updates:

Kelsey-Hayes Property

The City of Jackson provided an update regarding redevelopment planning efforts for the Kelsey-Hayes property.

The City received a technical assistance grant to assist with future redevelopment planning. Potential concepts discussed include commercial redevelopment, green space, solar opportunities, EV charging infrastructure, and opportunities to support food truck operations.

Discussions continue with property stakeholders regarding potential future transfer of the property to local ownership.

Stetler / Direct Cleaner Site

The City reported that efforts to acquire the Stetler site were unsuccessful, as the property owner accepted another offer.

The City remains hopeful that future redevelopment of the site will address identified environmental concerns.

Adjourned: Chairman Runkel adjourned at 7:55 a.m.

Staff will:

- Review updated financial statements and company information.
- Confirm legal options for modifying the existing agreement.
- Develop a potential counterproposal, including consideration of good-faith payments prior to approval of any extension.

Action Items

- Staff will provide updated financial statements once available following the accounting software transition.
- Staff will finalize the Fishbeck consulting services agreement.
- Staff will develop a proposed agenda and outreach plan for the Brownfield open house.
- Staff will coordinate potential presenters and stakeholder invitations.
- Staff will review loan agreement modification options and gather updated financial information for Board consideration.

Next Meeting:

Thursday, Sept 3, 2026, JCBRA Meeting will be held at the County Tower Building, Commission Chambers, 120 W. Michigan Ave, 5th Floor, at 7:30 a.m.

Respectfully submitted by Heather Holleque, AJC Executive Assistant

Jackson County Brownfield Redevelopment Authority
Statement of Financial Position
June 30, 2026

Assets

Current Assets	
Bank Accounts	
1010 CHECKING ACCOUNT	12,809.24
1020 TIF ACCOUNT	204,202.25
1025 CHECKING ACCOUNT- ZM BCRLF	197,751.01
1035 LOCAL BRNFLD REVOLV FUND	107,189.27
Total for Bank Accounts	\$521,951.77
Other Current Assets	
1150001 SHORT TERM REC - ZM	35,536.68
1205001 NOTE REC - ZM BCRLF	319,830.72
1206001 NOTE REC - BROWN FLORAL LBRF	8,352.00
Total for Other Current Assets	\$363,719.40
Total for Current Assets	\$885,671.17
Total for Assets	\$885,671.17

Liabilities and Equity

Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	\$0.00
Total for Accounts Payable	\$0.00
Other Current Liabilities	
2025001 COUNTY OF JACKSON LOAN	117,500.00
Total for Other Current Liabilities	\$117,500.00
Total for Current Liabilities	\$117,500.00
Total for Liabilities	\$117,500.00
Equity	
Retained Earnings	799,691.49
Net Income	-31,520.32
Total for Equity	\$768,171.17
Total for Liabilities and Equity	\$885,671.17

Jackson County Brownfield Redevelopment Authority
Statement of Activity
For the Six Months Ending June 30, 2026

	Jun 2026	Jan 1 - Jun 30 2026 (YTD)
Income		
4825001 TIF INCOME	2,805.59	28,437.38
4905001 OTHER INCOME - BRA	40.55	40.55
4910001 INTEREST INCOME - BRA	68.23	81.46
4915001 INTEREST INCOME - ZM BCRLF		196.26
4920001 INTEREST INCOME - TIF ACCT		230.60
4935001 INTEREST INCOME - LBRF		124.92
Total for Income	\$2,914.37	\$29,111.17
Gross Profit	\$2,914.37	\$29,111.17
Expenses		
5095001 STAFF TIME - BRA - BCRLF	7,500.00	12,722.11
5710001 CONSULTING - BRA - BCRLF	3,246.25	34,153.88
6005001 TIF REIMBURSEMENT EXP - BRA		6,255.50
7011001 BROWN FLORAL LBRF EXP - BRA		7,500.00
Total for Expenses	\$10,746.25	\$60,631.49
Net Operating Income	-\$7,831.88	-\$31,520.32
Net Income	-\$7,831.88	-\$31,520.32

Jackson County Brownfield Redevelopment Authority
Statement of Financial Position
July 31, 2026

Assets

Current Assets		
Bank Accounts		
CHECKING ACCOUNT	12,785.36	
CHECKING ACCOUNT- ZM BCRLF	203,716.16	
LOCAL BRNFLD REVOLV FUND	107,212.03	
TIF ACCOUNT	204,224.94	
Total for Bank Accounts		\$527,938.49
Other Current Assets		
NOTE REC - BROWN FLORAL LBRF	8,352.00	
NOTE REC - ZM BCRLF	311,216.57	
SHORT TERM REC - ZM	35,536.68	
Total for Other Current Assets		\$355,105.25
Total for Current Assets		\$883,043.74
Total for Assets		\$883,043.74

Liabilities and Equity

Liabilities		
Current Liabilities		
Accounts Payable		
Accounts Payable	3,337.50	
Total for Accounts Payable		\$3,337.50
Other Current Liabilities		
COUNTY OF JACKSON LOAN	117,500.00	
Total for Other Current Liabilities		\$117,500.00
Total for Current Liabilities		\$120,837.50
Total for Liabilities		\$120,837.50
Equity		
Retained Earnings	799,691.49	
Net Income	-37,485.25	
Total for Equity		\$762,206.24
Total for Liabilities and Equity		\$883,043.74

Jackson County Brownfield Redevelopment Authority
Statement of Activity
For the Seven Months Ending July 31, 2026

	July-26	Jan 1 - Jul 31 2026 (YTD)
Income		
4825001 TIF INCOME		28,437.38
4905001 OTHER INCOME - BRA	42.37	82.92
4910001 INTEREST INCOME - BRA	70.70	152.16
4915001 INTEREST INCOME - ZM BCRLF		196.26
4920001 INTEREST INCOME - TIF ACCT		230.60
4935001 INTEREST INCOME - LBRF		124.92
Total for Income	\$113.07	\$29,224.24
Gross Profit	\$113.07	\$29,224.24
Expenses		
5095001 STAFF TIME - BRA - BCRLF		12,722.11
5710001 CONSULTING - BRA - BCRLF	2,713.90	36,867.78
6005001 TIF REIMBURSEMENT EXP - BRA		6,255.50
7011001 BROWN FLORAL LBRF EXP - BRA		7,500.00
9010001 MISCELLANEOUS - BRA	26.60	26.60
Total for Expenses	\$2,740.50	\$63,371.99
Net Operating Income	-\$2,627.43	-\$34,147.75
Net Income	-\$2,627.43	-\$34,147.75

Jackson County Brownfield Redevelopment Authority
Balance Sheet
As of Aug 31, 2026

Assets

Current Assets	
Bank Accounts	
CHECKING ACCOUNT	12,761.48
CHECKING ACCOUNT- ZM BCRLF	206,721.21
LOCAL BRNFLD REVOLV FUND	107,234.80
TIF ACCOUNT	215,112.66
Total for Bank Accounts	\$541,830.15
Other Current Assets	
NOTE REC - BROWN FLORAL LBRF	8,352.00
NOTE REC - ZM BCRLF	308,255.18
SHORT TERM REC - ZM	35,536.68
Total for Other Current Assets	\$352,143.86
Total for Current Assets	\$893,974.01
Total for Assets	\$893,974.01

Liabilities and Equity

Liabilities	
Current Liabilities	
Accounts Payable	
Accounts Payable	\$0.00
Total for Accounts Payable	\$0.00
Other Current Liabilities	
COUNTY OF JACKSON LOAN	117,500.00
Total for Other Current Liabilities	\$117,500.00
Total for Current Liabilities	\$117,500.00
Total for Liabilities	\$117,500.00
Equity	
Retained Earnings	799,691.49
Net Income	-23,217.48
Total for Equity	\$776,474.01
Total for Liabilities and Equity	\$893,974.01

Jackson County Brownfield Redevelopment Authority
Statement of Activity
For the Eight Months Ending August 31, 2026

	Aug 2026	Jan 1 - Aug 31 2026 (YTD)
Income		
4825001 TIF INCOME	39,905.23	68,342.61
4910001 INTEREST INCOME - BRA	113.53	348.61
4915001 INTEREST INCOME - ZM BCRLF		196.26
4920001 INTEREST INCOME - TIF ACCT		230.60
4935001 INTEREST INCOME - LBRF		124.92
Total for Income	\$40,018.76	\$69,243.00
Gross Profit	\$40,018.76	\$69,243.00
Expenses		
5095001 STAFF TIME - BRA - BCRLF		12,722.11
5710001 CONSULTING - BRA - BCRLF		40,205.28
6005001 TIF REIMBURSEMENT EXP - BRA	25,724.39	31,979.89
7011001 BROWN FLORAL LBRF EXP - BRA		7,500.00
9010001 MISCELLANEOUS - BRA	26.60	53.20
Total for Expenses	\$25,750.99	\$92,460.48
Net Operating Income	\$14,267.77	-\$23,217.48
Net Income	\$14,267.77	-\$23,217.48



Zimmer Marble Loan Modification Request

Zimmer Marble has formally requested a loan modification to their EPA Revolving Loan. AJC staff received a letter from Mr. Campau formally requested a re-amortization of the loan to extend the payment term by an additional twenty (20) years. The current loan maturity date is January 1, 2030. This request would reduce the monthly payment from \$2,961.39 to \$1,431.34.

The JCBRA Finance Committee met on September 3, 2026, to review the company's financial statements and the re-amortization request. Through this process, the committee supported that the request be moved to the full JCBRA for consideration. In addition to the reduced amount, the committee also supported including an amortizing late fee of prime minus 1% for any monthly payment 30-days past due.

Staff has compiled the following documents for the JCBRA Board to review as part of this request:

- Letter dated August 26, 2026, from Zimmer Marble requesting the loan modification
- A 2023 memo from Fishbeck providing an activity history of the Zimmer Marble project and past loan activity
- Proposed updated amortization schedule
- Draft Loan Amendment Agreement

ZM Properties, L.L.C.

1812 River Street Jackson, MI 49202-1755 (517) 787-1500 Fax (517) 787-1549

Marcia Gebarowski, Director
Economic & Community Development
100 E. Michigan Ave., Suite 1100
Jackson, MI 49201

August 7, 2026

Dear Marcia:

I prepared this summary for you and for any members of the Finance Committee who may not be familiar with the history of our brownfield redevelopment project.

With this letter, we are requesting a final re-amortization of our loan with the Brownfield Redevelopment Authority (BRA). Specifically, we are asking that the current balance of approximately \$340,000 be re-amortized over a new 20-year (240-month) term, resulting in a monthly payment of approximately \$1,400.

We believe this request is reasonable not only in light of the extraordinary circumstances surrounding this project, but also because it provides a practical path to full repayment while supporting the very outcome the brownfield program was intended to achieve: returning a contaminated property to productive use and allowing a local business to continue operating and investing in Jackson.

Background

In 2003, we were looking for a larger facility to accommodate the growth of our operating company, Zimmer Marble Co., Inc. (ZM). We contacted the Economic Development Group and the BRA to explore potential brownfield redevelopment opportunities.

At the time, BRA Executive Director David Miller told us about an EPA revolving loan fund that could provide approximately \$800,000 to a new owner willing to take on the cleanup and redevelopment of a contaminated industrial property. The program had been available for some time but was complicated, stringent, and cumbersome. There was no interest in the program and it was about to expire unused.

With the BRA's assistance, we ultimately identified the Mechanical Products (MP) property as a brownfield that was facing imminent abandonment. After several months of negotiations, we reached an agreement under which we would acquire the property for a nominal sum and commit up to \$800,000 toward environmental remediation. If the cleanup could not be satisfactorily completed within those parameters, MP would remain responsible for the additional cleanup effort.

The project appeared workable based on three important expectations presented to us at the time.

First, we were advised that much of the remediation had already been completed and that the remaining work could likely be accomplished for less than \$500,000.

Second, we understood that expenditures made through the project would make us eligible for a prorated Michigan tax credit of up to approximately \$200,000. We were also advised that, if we could not use the credit ourselves, it could be monetized.

Third, we reasonably expected that, after making the required investment and successfully completing the cleanup, the property would emerge with what we understood to be a clean environmental bill of health.

Those expectations were important to our decision to undertake a project that was, even under the anticipated circumstances, unusually complicated and risky.

What Actually Occurred

Unfortunately, the economics of the project ultimately turned out very differently.

The cleanup did not cost less than \$500,000—or even less than the \$800,000 available through the loan. Our entire \$800,000 commitment was consumed, and Mechanical Products subsequently spent approximately another \$1 million completing the remediation. What had initially been presented as a cleanup likely achievable for less than \$500,000 ultimately approached \$2 million.

The anticipated tax credit also disappeared. After the remediation expenditures had been made, we paid our accountants approximately \$10,000 to audit and document those costs in preparation for claiming the credit. We then learned that the qualifying work was deemed not to have occurred on our property and that we therefore did not qualify. An anticipated benefit of as much as \$200,000 became zero.

Finally, although the remediation was ultimately completed, the property did not receive the unrestricted environmental outcome we had anticipated. A restrictive covenant was imposed on the ground beneath the building. That covenant remains with the property today, affects its value, and creates additional obligations and complications for future work at the site.

The remediation process itself also became substantially more difficult than expected. As part of the original transaction, we were required to continue using the environmental consultants already involved with the property. Approximately \$350,000 of the \$800,000 loan was consumed under that arrangement without producing the progress that we, the BRA, or the other stakeholders expected.

Faced with that situation, we did not abandon the project. We terminated that consulting relationship, sought out a new remediation firm, and negotiated an first-of-its-kind lump-sum arrangement of approximately \$450,000 tied to a defined cleanup outcome. The new contractor successfully completed their work on time and on budget and achieved exceptional remediation results.

Even then, regulatory approval did not follow as anticipated. Additional testing, reporting, time, and expense were required; with MP ultimately contributing approximately another \$1 million before the remediation process was finally brought to a conclusion.

Zimmer Marble's Commitment

Throughout this process, we continued to fulfill our obligations and search for solutions.

We absorbed the full \$800,000 commitment. We dealt with an unsuccessful initial consulting arrangement. We found and implemented an innovative alternative remediation strategy. We lost the anticipated tax credit. We accepted a restrictive covenant on the property. And we continued moving forward even as the overall cost of the cleanup rose to more than twice the amount originally contemplated.

Then, as the project was reaching its conclusion, the financial crisis of 2008 and the collapse of the housing market struck.

As a countertop manufacturer, ZM was particularly exposed to the housing and construction industries. Customers failed, receivables went unpaid, employees and expertise were lost, and the financial damage affected the company for many years. It took us approximately fifteen years to fully work through the legacy of that period.

With the understanding and cooperation of the BRA, our creditors, our vendors, and our employees, we stayed in business and continued working toward better times. Many of the employees who helped us through those difficult years remain with us today.

The BRA was, and continues to be, an important partner in that story.

Despite everything that occurred, we stayed. We operated and improved the property. We employed people. We contributed to the local economy. And we helped transform a seriously challenged and blighted brownfield into a productive commercial property.

That is precisely the kind of outcome brownfield redevelopment programs are intended to produce.

Our Request

We have discussed forgiveness or partial forgiveness of this loan in the past, particularly in light of the unexpected loss of the tax credit and the other circumstances surrounding the project. We understand that the terms governing the Revolving Loan Fund do not permit the BRA to forgive the remaining debt.

We are not asking the BRA to change that requirement, nor are we asking the Authority to undo what happened more than twenty years ago.

Instead, we are asking the BRA to exercise the flexibility it *does* have over the terms of repayment.

The economic bargain we reasonably believed we were entering into in 2003 proved materially different from the outcome. We anticipated a cleanup costing less than the available loan proceeds; the total cost ultimately approached \$2 million. We anticipated a tax benefit of up to approximately \$200,000; we received nothing. We anticipated completing the remediation without an ongoing environmental restriction; the property remains subject to a restrictive covenant.

Through all of that, ZM honored its commitment and the redevelopment itself ultimately succeeded. In fact, it was a resounding success for the EPA, BRA, MP, ZM and for the consulting group who accomplished the job. They received high acclaim from their peer group and a special industry association recognition award for technical innovation, financial creativity, and site execution of the largest and most successful bioremediation in the state of Michigan.

We believe a final 20-year re-amortization represents a fair and practical conclusion for both parties. It does not ask the BRA to forgive the debt. It establishes a payment structure under which the remaining balance can be repaid in full, while recognizing the extraordinary financial circumstances surrounding the original project.

Most importantly, it allows the financing to continue serving the purpose for which it was originally provided: supporting a viable local business operating on a successfully redeveloped brownfield property.

For those reasons, we respectfully request that the BRA re-amortize the approximately \$340,000 remaining balance over a new 20-year (240-month) term, with an anticipated monthly payment of approximately \$1,400.

We appreciate the BRA's support and partnership over the years and hope to bring this long and unusually challenging project to an amicable, mutually beneficial, and successful conclusion.

Thank you for your consideration and for your continued support of redevelopment, local business, and investment in the Jackson community.

Cordially,

ZM Properties, LLC

A handwritten signature in blue ink, appearing to read "Joseph A. Campau", is written over a horizontal line.

Joseph Campau
President

JAC/ks

Encl.

Memo

TO: Jackson County Brownfield Redevelopment Authority

FROM: Logan Mulholland, Brownfield Project Analyst
David Stegink, Manager of Redevelopment Services

DATE: January 25, 2023 **PROJECT NO.:** E220157

RE: Zimmer Marble Timeline

Project Background

The Site is located at 1824 River Street, Jackson County, Michigan, within Blackman Charter Township. The Site consisted of four contiguous properties totaling 13.5 acres and owned by Zimmer Marble (ZM Properties, LLC), Consumers Energy, Norfolk Southern Railroad, and the Michigan Department of Transportation (MDOT). The portion Zimmer Marble (ZM) owned was previously owned and operated by Mechanical Products and was 5.5 acres, including the industrial building and an area just west. In total, ZM owns 10.2 acres of Industrial property and 1 acre of residentially zoned property to the north. An active Norfolk Southern Railroad line runs through the eastern portion of the identified contamination. An abandoned railroad bed runs through the western portion of the property and a depression is located between the abandoned and active tracks. The Grand River is located approximately 400 feet to the West, a downslope from the Site.

The contamination—primarily trichloroethylene (TCE), perchloroethylene (PCE), and their degradation products—is believed to be the result of historical discharges of industrial wastewater to two former septic tanks located in the vicinity of the southwest corner of the building. These septic tanks reportedly discharged through tiles to a depression located west of the facility between the abandoned railroad grade and the active railroad as described above. In 1973, the septic tanks were abandoned, and the industrial wastewater discharges were connected to the Blackman Township Publicly Owned Treatment Works (POTW). It is believed that the solvents identified as contaminants in the subsurface soils and groundwater were used exclusively in the Mechanical Products (MP) operations, thereby making MP the liable party.

A map of the site and the locations of the former tanks, subdrains, and source areas of contamination is provided as an Attachment.

Zimmer Marble Timeline

Late 1800s Property was utilized for the manufacture of brick and clay tile.

1949 Mechanical Products (MP) began production operations with initial operations in metalworking specific to the manufacture of tank treads. It is believed that the solvents identified as contaminants in the subsurface soils and groundwater were used exclusively in the MP operations.

1950 I-94 bridge was constructed and a significant portion of the floodplain area was used as a construction lay-down area and for general handling of construction equipment. Several heavy metals and wood

preservations unrelated to the MP operations have been found in the fill materials in the flood plain fill. The presence of these constituents is likely attributable to the highway project.

- 1950s** MP operations converted to the production of electrical circuit breakers and switches for a variety of aerospace and commercial contractors. Solvents and stamping compounds were used with stamping and de-burning operations. A vapor degreaser utilizing TCE was initially used for degreasing non-ferrous metal stampings that were coated with petroleum distillate-based compounds.
- 1967** Records indicate PCE replaced TCE with annual usage ranging from 2 to 24 barrels annually.
- 1970s** Aboveground storage tank (AST) gasoline discharge of unknown quantity
- 1973** The septic tanks were abandoned, and the industrial wastewater discharges were connected to the Blackman Township Publicly Owned Treatment Works (POTW).
- 1987** Jackson County Health Department (JCHD) sampled water-supply wells due to taste complaints from the plant's employees. PCE, TCE, and 1,2-DCE were detected in water samples.
- Keck Consulting Services, Inc. was retained by counsel for MP to conduct a hydrogeologic investigation at the site. The soil at various locations was found to contain benzene, toluene, xylenes, 1,2-DCE, TCE, PCE, and 1,1-DCE contaminants. The monitor wells installed as part of the investigation detected 1,2-DCE, TCE, and PCE.
- 1988** Screening site inspection (SSI) was conducted for the US EPA by the Ecology and Environment, Inc., Field Investigation Team (FIT). Compounds detected in on-site soil samples included halogenated hydrocarbons, aromatic hydrocarbons, phenols, polyaromatic hydrocarbons, pesticides, and heavy metals. Water in the drift and bedrock contained halogenated hydrocarbons. Compounds detected in sediment samples included halogenated hydrocarbons, polyaromatic hydrocarbons, PCBs, heavy metals, and cyanide.
- 1989** Listing site inspection (LSI) was conducted for the US EPA by the Ecology and Environment, Inc., FIT. Data from the analysis of sampling conducted during the LSI documented releases of compounds like those found during the SSI in the air, groundwater, and surface water.
- 1990** Groundwater Quality Consultants were retained by MP to conduct a Phase II Hydrogeologic investigation at the site. Additional wells were installed in the drift, the less permeable shale unit of the upper bedrock, and at the depth into the bedrock. Metals, PCE, TC, xylene, and toluene were detected in the soil. PCE, TCE, 1,1-DCA, 1,1,1-TCA, methylene chloride, vinyl chloride, and elevated zinc were encountered in the groundwater obtained from the drift. PCE, TCE, and 1,2-DCE were detected in the groundwater obtained from the bedrock aquifer. All the solvents in the deep bedrock were derived from some form of imperfection in well construction.
- 9/90** Subdrain 1 was installed immediately behind the MP plant between the unlined depression and the Conrail line to capture groundwater containing contaminants present in the drift. Water from this drain was pumped into the sanitary sewer.
- 1991** PCE usage concluded as the solvent and petroleum-based stamping and cleaning operations were converted to aqueous-based technology.
- 2/91** Subdrain 2 was installed approximately 200 feet west of the plant between the Conrail line and the Grand River.
- 5/91** Administrative Order by Consent between Mechanical Products and the State of Michigan Department of Natural Resources was signed. The order requires the preparation and performance of a Remedial Investigation/Feasibility Study, Remedial Action Plan, and Remedial Action.

- 1994** MP determined that seven metals found in the soil were likely derived from the MP operations—antimony, beryllium, cadmium, chromium, copper, nickel, and silver.
- 8/01** US EPA awarded \$1,000,000 Brownfield Cleanup Revolving Loan Fund (BCRLF) to the JCBRA.
- 2002** BCRLF Quarterly Report #2 January 1, 2002–March 31, 2002
- Consecutive quarterly reports mention the BRA’s continual marketing efforts as they searched for a site to use the BCRLF funds on.
- 1/03** MP scaled back its manufacturing operations to warehouse and distribution and entered into discussions with JCBRA.
- On a normal retention call between the Enterprise Group and Mechanical Products (MP) (the previous owner), MP noted that their business would be downsizing. The ongoing expenses associated with a recovery trench and groundwater treatment system installed to prevent contamination of the Grand River were effective but was never designed to address the contaminated soil which was the source of the contamination. Under the present scenario, it would be necessary to continue operating the system for an undetermined period of time.
 - On a similar retention call to ZM, it was discovered that ZM had outgrown its facilities and was looking for a new location to conduct business. In the process of bringing these two parties together, it was decided that the BRA would use its BCRLF grant to loan ZM \$800,000 to directly remediate the source areas of contamination at the Site in exchange for the title to the property. The actions by ZM were determined to substantially reduce the time and costs necessary to render the site clean.
 - In a later letter written by ZM, it is noted “The EPA money had a specific timeline for deployment and stringent criteria. As a result, there were no candidates for these funds and the BRA’s access to them was near expiration. The low-interest loan was not enough incentive for us (ZM) to take on the business risk of entering into a purchase agreement for a target industrial Brownfield site we were considering, so the BRA investigated the possibility of a Single Business Tax Credit (SBT). The JCBRA had no experience with SBT credit applications or the process for acquiring one.”
 - The Single Business Tax Act provided qualified taxpayers a credit against that tax for “eligible investment” they make at an “eligible” brownfield property. Unlike Brownfield Plans today that use tax increment financing, the SBT was based on eligible investments such as demolition, construction, restoration, and alteration; improvement of buildings or sites on an eligible property; and the addition of machinery, equipment, and fixtures to an eligible property. Eligible property must be in a Brownfield Plan and the State must approve the application for the credit before construction begins to qualify.
- 3/03** The EPA alerted the BRA that they were not in compliance with MBE-WBE reporting, Financial Reporting, and Quarterly Reporting.
- 4/03** The County BRA signed a Loan Agreement with ZM Properties, LLC
- Terms of the agreement included:
 - The BRA would loan ZM \$800,000 to directly remediate the source areas of contamination at the Site in exchange for the title to the property. Loan payments were set to begin on July 1, 2008.
 - The loan repayment schedule was equal to monthly payments over ten years with an interest of 1% per annum, accruing from the date of completion of the work required under the Remedial Action Plan (RAP) submitted to EGLE or as amended until the Loan Obligation is paid in full.
 - “If the principal of the Note is not repaid in full upon maturity, or if the Borrower does not make timely payments as indicated in the payment schedule, then interest shall be 10% per year from the date of default until such payments are made of until the indebtedness is repaid in full.”

- Zimmer Marble hired GaiaTech as their environmental consultant.
 - Immediately, ZM set about investing the loan funds into an environmental cleanup project at the location. As a result, hundreds of thousands of dollars were ineligible for the SBT credit as necessary applications were not yet submitted.
 - The liable party (MP) still leased a small part of the building as a tenant to ZM.
- 5/03** The BRA Board hired George Carpenter as a third-party oversight consultant (contracted 5/1/03–4/30/04).
- 10/03** Public notices for the Brownfield Plan Public Hearing were published.
- 11/03** The County Board of Commissioners passed a Resolution approving a Brownfield Plan for the ZM Site. This Brownfield Plan was for the sole purpose of securing tax credits for Zimmer Marble.
- 2004** Semi-Annual Groundwater Monitoring Report, Michigan Pure, LLC
- The groundwater flow data and lesser contaminant concentrations west of subdrain 2 indicate that the extraction and treatment activities continue to contain volatile organic compound (VOC) contaminants in the groundwater at the site.
 - Correspondence included in the Michigan Pure LLC Reports only includes MP and ZM, and therefore it is assumed that MP hired Michigan Pure to satisfy EGLE requirements.
- 6/04** Remedial Action Plan, GaiaTech
- 10/04** JCBRA Meeting Minutes
- ZM reported that they were looking at several options and opening up the environmental consultant role to bid, in place of GaiaTech.
 - George Carpenter was maintained as a consultant by the BRA.
- 11/04** JCBRA Meeting Minutes
- Perry Mulhollen (ZM Properties) gave notice of leaving for a new job. Joe Campau, in turn, hired a former employee from CertainTeed who was responsible for their environmental matters.
 - The SBT tax credit was not approved; however, the missing information was being submitted.
 - The team was struggling with GaiaTech's participation in the project. Alternative firms were being reviewed.
- 12/04** MEDC Brownfield Tax Credit Approval Letter
- \$210,000 maximum credit approved for the completed project: 10% of the total eligible investment (\$2,100,000).
 - A 1% fee of the total tax credit will be due to MEDC when the Certificate of Completion is requested for the project.
- 1/05** JCBRA Meeting Minutes
- GaiaTech was contracted by ZM under the BCRLF loan to perform the Health and Safety Plan (HASP). The invoice was to the EPA for review and was determined to be an unreasonably high cost (\$5,000) as compared to other HASP (\$500–\$1,500) and maintained an inadequate charge breakdown. The EPA noted that as the Cooperative Agreement (CA) Recipient, the JCBRA is responsible for ensuring all costs invoiced to the CA are reasonable and allowable. Based on the EPA's review, the Board did not support a motion to pay the invoice.
 - The cleanup work proceeded to transition from GaiaTech to Conestoga-Rovers & Associates (CRA).

- 1/05** The assistance agreement was amended to extend the grant period to December 31, 2005.
- 2/05** Letter from GaiaTech to ZM
- A total of \$21,973 of outstanding invoices was still owed. Work included a review of invoices, a Soil Vapor Extraction (SVE) system design, and the Health and Safety Plan. GaiaTech further noted that this cost only accounted for 60% of their total expenditure as travel time and costs were not charged.
 - It is assumed that ZM paid for these invoices as the EPA/BRA denied paying for the HASP.
- 3/05** County BRA Public Hearing on Loan Amendment (Switching Consultants, Remediation Strategies, and Updating & Restating Loan Guaranty Agreement)
- The original Loan Agreement was dated April 5, 2003, and was predicated upon the GaiaTech remediation (SVE) and timetables which had long passed. In addition, the original date was listed as June 1, 2008, or as soon as the remediation was completed. Joe Campau requested an amended date for his financial planning.
 - Amended and restated Brownfield Cleanup Revolving Loan Fund Promissory Note
 - Payments of approximately \$7,008, of which ~\$600 was interest.
 - Original timeline 07/07–06/17. Revised timeline 11/07–10/17.
 - Can sell part of vacant land in a “Fair Market Value Sale” and apply the sale amount onto the principal.
 - Amendment to Loan Agreement
 - A lot of funds were spent trying to craft a Remedial Action Plan that would meet EGLE’s approval but was not secured. An Interim Response Activity (IRA) will be requested and performed with EGLE’s approval before seeking closure of the site.
 - Significant funds had been spent to date in good faith investigating the potential of these strategies to clean the contamination up to acceptable standards including system design and pilot testing.
 - Toward the end of 2004, it was determined that an SVE treatment system would not be adequate or cost-effective, principally due to the types of soil encountered on site. Also, significant funds had been spent to date, and there were no longer sufficient resources to achieve cleanup using these strategies.
 - Expenses spent to date as of 3/05 were \$398,430.13.
- 4/05** Submitted draft IRA work plan to EGLE, EGLE provided comments, and CRA replied with necessary items.
- 7/05** EGLE Memo
- Recommended a stormwater management plan or authorization for groundwater discharge.
 - EGLE expressed concerns about the permanganate entering groundwater and mobilizing metals. If the permanganate entered the groundwater, it would be considered a discharge per Act 451.
 - Requested installation of monitoring wells in the catch basins and recovery trenches for quarterly sampling and monthly water level monitoring to evaluate the effectiveness for a year and a half. The IRA work plan included monitoring by CRA.
- 8/05** JCBRA Meeting Minutes
- IRA Project Design Document was conditionally approved by EGLE, which allowed CRA to begin remediation. The first step would be field testing and a pilot test of the permanganate.
- 10/05** JCBRA Meeting Minutes

- Most of the loan funds were anticipated to be expended by the end of 2005. After the loan was expended, a discussion regarding the \$100,000 of direct financial assistance to cover some of the O&M costs, as well as possibly decommissioning wells and the trench, was to ensue, which would be outside of the loan granted to ZM. These funds were designated for cost-cap insurance for Mechanical Products while transferring title under the Remedial Action Plan (RAP). Since the cleanup changed, and a RAP was no longer used, the insurance was no longer feasible. It is noted that in efforts to convince MP to change environmental consultants, the JCBRA had agreed to consider using the \$100,000 for post-remedial work. These funds were not loaned, nor were they to be repaid by ZM.

10/05 Refined VOC Soil Delineation and Remedial Design Report, Conestoga-Rovers & Associates

- Previous data indicated that groundwater was present at 4–5 feet, and the CRA investigation found the soil to be unsaturated at depths of 8–12 feet in area 1 and 7.5 feet in area 2. This increased the cubic yards of unsaturated soil. Previous data indicated the maximum concentrations of PCE in soils at 560 ppm, and the CRA investigation found PCE concentrations as high as 2,200 ppm.

10/05 Laboratory Bench Scale Pilot Test for Chemical Oxidation

- Based on the effective VOC destruction ratios from the pilot study, and a subsequent cost evaluation and comparison to other potential remedial technologic (e.g., soil excavation and disposal of hazardous waste at a licensed landfill), a full-scale oxidation treatment was selected as the preferred remedial approach.

11/05 Full-Scale Chemical Oxidation Activities Initiated

- Of the various VOCs detected in Site soils, only concentrations of tetrachloroethene (PCE) and trichloroethene (TCE) exceeded the June 2005 EGLE Direct Contact Criteria (DCC). The objective of the chemical oxidation activities was to substantially reduce the mass of PCE and TCE detected in several source areas at the site to concentrations below the 2005 EGLE Industrial DCC.
- 908 cubic yards was treated, 5,818 cubic yards did not require treatment, and 31.4 lbs. of potassium permanganate was used per cubic yard of impacted soil. Byproducts of carbon dioxide, manganese dioxide, potassium chloride, and hydrochloric acid were produced. The results of air monitoring did not identify any issues or exceedances. On average, concentrations were reduced by 95%.

12/05 JCBRA Meeting Minutes

- CRA completed the remediation to the extent defined in the contract, but still had some permanganate remaining. Joe (ZM) indicated that there was no money left in the budget for additional application, so CRA asked MP if they would like to pick up the additional charges and MP agreed to \$10,000 for additional application in the hot spots close to the building.
- The JCBRA directed ZM to put together a timeline and budget proposal for the additional \$100,000.

2/06 JCBRA Meeting Minutes

- Joe Campau (ZM) presented a history of the project and the successes of the remediation.
- The EPA indicated that to use the direct financial assistance (\$100,000) budget, the JCBRA would need to go out to bid and use the Federal procurement standards. Joe requested the remaining CRA invoices, which were secured using a competitive bid process, be paid with the Direct Financial Assistance budget, and the remaining loan funds are used for the post-remedial work (environmental monitoring and reporting, site restoration, and operations and maintenance). The Board motioned to authorize the use of the direct financial assistance funds in this manner, pending EPA approval.

4/06 The cooperative agreement was amended again to extend the grant period to December 31, 2006.

5/06 EGLE letter to Conestoga-Rovers & Associates

- EGLE only provided conditional approval of the interim response work plan to treat the soil and provided specific conditions that needed to be met.
- No work plan for an interim response designed to meet criteria (IRDC) was approved by EGLE.
- Approval of Interim Response invalid based on elements not met.

5/06 Conestoga-Rovers & Associates Reply to EGLE Letter

- Addressed some of the concerns that made the IR invalid.
- It was noted that 1,358 lbs. of PCE was removed from source area soils by the IRA.

9/06 Quarterly Report No. 20 (July 1–Sept 30, 2006)

- Activities completed this quarter included completion of the chemical oxidation soil remediation, documentation of the soil and vegetation cover of the treated areas, continued operation of subdrain 2 for groundwater collection, and quarterly groundwater sampling.
- Discussions with EGLE pertaining to the potential for the release of soil remedy reagents or contaminant byproducts to the groundwater.

12/06 Quarterly Report No. 21 – Final (October 1–December 31, 2006)

- Activities completed this quarter included the final quarter of groundwater monitoring relevant to soil remediation. The reduction in contaminant concentrations in the groundwater indicated that the soil remedy and rehabilitation of subdrain 2 conducted under the loan had reduced contaminant release to the Grand River.
- Completion of site activities will revert to the site responsible party, Mechanical Products, at the end of this quarter due to the loan funds being expended and loan closeout.
- Final Cleanup Report, Conestoga-Rovers & Associates

2006 Environmental Excellence Award from the Michigan Association of Environmental Professionals Industry Association, Awarded to ZM Properties and Conestoga-Rovers & Associates for VOC Reduction by Chemical Oxidation.

- The successful completion of the Potassium Permanganate soil treatment process was declared an innovative technology and the first completion in the State.

5/07 JCBRA Meeting Minutes

- Joe Campau had ongoing monitoring concerns and requested additional funding. Grant funds were not available given that Mechanical Products was a liable party.

7/07 Memorandum of Agreement Between US EPA and JCBRA

- \$800,000 of the assistance agreement was expended in the loan, all cleanup work was complete, and \$199,999.58 was expended on other eligible costs as approved by the EPA.

9/07 Closeout of Assistance Agreement BL-97572401-02 Submitted

10/07 End of Year Report/Meeting Minutes, JCBRA

- BCRLF officially closed and approved by EPA.
- Payments from ZM to BRA were not allowed until closeout. As a result, the first repayment was made on November 1, 2007, and a four-month loan extension was added.

1/08 Zimmer Marble Thank You Letter to BRA

- Goals Achieved: Cleaned up contaminated soil, saved an industrial facility, kept an old neighborhood from turning into urban blight, and enhanced the labor market in the Jackson County community.

2/08 Amy Torres Memo to the JCBRA

- The EPA contacted Amy for permission to use the reuse of BCRLF funds as an example for an EPA Conference. Amy explained the budget adoption and application for future use of the funds.

3/08 Enterprise Group Retention Visit to ZM

- 35 wells still exist on the property. Joe Campau (ZM) noted that “all of the contamination on the property had been addressed but they were still jumping through hoops.” Joe Campau also expressed concern about the impact of all of this on his tenant, Mechanical Products.

12/08 ZM Letter to JCBRA

- Explained the business hardships, cutting workers, days of work, etc. to try to stay afloat.
- Requested suspending all payments to BRA for six months, “when payments resume on July 1, 2009, we would like to begin under a new 120-month amortization schedule that reflects 0% interest.”

5/09 ZM Letter to JCBRA

- Asked for the forgiveness of \$350,000 of debt and to amortize the remaining balance of \$361,000 over 10 years.
- ZM noted that the restrictive covenant (RC) decreased the value of the property and was not originally considered when the project began. The RC primarily prohibited the drilling of water wells in the footprint of the building and required ongoing response activities including contaminated soil management.
- MP tenant was moving out by the end of the year. ZM noted that MP had invested \$250,000 into operations and maintenance of trenches and mitigating contamination.

6/09 Amy L Torres Memo to JCBRA

- ZM committed to creating 12 new jobs and created 17 at the time of the closeout agreement.
- Amy had researched loan forgiveness based on ZM’s previous request and noted that private, for-profit entities are not eligible for discounted loans. Staff recommended re-amortizing the loan balance over 20 years.

7/09 Thank you Letter, ZM to JCBRA

- Thanking the BRA for the amortization of the loan over 20 years, and the continued pause of payments until January 2010.
- Joe Campau noted that he had signed a Restrictive Covenant that EGLE required and was on track to close the environmental issue on site.

8/09 EGLE authorized the dismantling of the monitoring systems and approved site closure.

10/09 Request for Certification of Completion from ZM to MEDC, \$138,213 tax credit application submitted.

5/10 Certification of Completion ZM Letter to MEDC, submitted spreadsheet of eligible activities.

7/10 MEDC to ZM in response to submitted Tax Credit

- MEDC determined some investments were made but that others were not completed or were in a state of partial completion.
- Stone cutting and Fabrication Equipment — fully approved for costs dated after 12/14/04.
- Environmental Remediation (Site Improvements)

- The majority of work was carried out before the pre-approval letter on 12/14/04, making it ineligible under the SBT credit statute.
- The majority of the activities occurred outside of the eligible property description as defined in the Brownfield Plan (parcel 226-005-00 and 226-004-00).
- A calculation of the fraction of the remediation area within the eligible property versus the overall remediation area was determined to provide a reasonable estimate upon which to base credit.
- Building Renovation Including Roof Replacement and HVAC Equipment (Restoration, Alteration, Renovation, and Improvement of Buildings):
 - MEDC did a site tour in which portions of the building were completely renovated and others were left in varying states of demolition or rough carpentry. A calculation of the fraction of the completed square footage within the eligible property versus the overall square footage was determined to provide a reasonable estimate upon which to base the credit.
 - Similarly, on-site inspection showed roof replacement was not undertaken but roof patchers were applied. A calculation of the fraction of the re-roofed area was determined to provide a reasonable estimate.
- Contemplated Integration with Tool & Die Operation
 - This element of the project never materialized as a long-term investment, and MEDC could not provide tax incentives for any portion of it.

12/10 ZM Properties, LLC, Project S04-138, Envirologic Response to MEDC

- In summary, there appeared to be two issues associated with the eligibility of environmental remediation costs. First, some of the expenses were incurred before MEDC's December 14, 2004, Pre-Approval Letter for the tax credit. Secondly, the cleanup activities were completed on various parcels of land, including the ZM parcels (tax ID 226-005-00 and 226-004-00), the Conrail right-of-way adjacent to the west, and a portion of the property owned by Consumers Energy. MEDC indicated that the property in the Brownfield Plan included only the ZM parcels.
- The Brownfield Plan specifically references these two ZM parcels as the "eligible property." However, earlier in the Plan the definition of "eligible property" as defined in the Act is provided: "and includes parcels that are adjacent or contiguous to that property if the development of the adjacent and contiguous parcels is estimated to increase the captured taxable value of that property."
- The contamination on the adjacent and contiguous parcels originated from the operations formerly at the ZM parcels. The cleanup activities were intended to help abrogate or alleviate those cleanup liabilities, thereby improving the value of the ZM parcels.
- No response from MEDC is documented, but based on the following memos, it is assumed that MEDC did not agree with Envirologic, and a proportionality calculation was used.

2/11 Review of Supporting Documentation for MBT Brownfield Credit

- Envirologic reviewed MEDC comments and concerns and assisted ZM to find documentation supporting approximately \$76,118 of tax credits, accounting for \$761,181 of investment.
- Envirologic recommended that ZM should work with MEDC to complete an Amended Credit Application. This was both in part because of the expiration of the original credit application and the partial completion of the investment as described in the original application. Envirologic offered assistance to ZM in amending the application to secure the credit.

6/11 Correspondence from JCBRA and Envirologic to ZM on the status of Tax Credit.

6/11 ZM Letter to JCBRA

- The tax credit was still incomplete. The eligible expense portion was complete, but the application was not.
- “I may need the help of Envirologic to complete those documents ... Whatever it is that needs to be completed, I would like it done in the next 10 days. This process has also been a colossal waste of time (& a primary reason why I haven’t completed it). Regardless of the amount I may receive, if any, I want immediate closure. It is not a proper business endeavor for me to channel much more of my resources into it.”
- ZM never engaged Envirologic in an amended Credit Application, and to our knowledge never got back to MEDC.

Today Approximately \$358,752 of their \$800,000 has been repaid by ZM to the JCBRA.

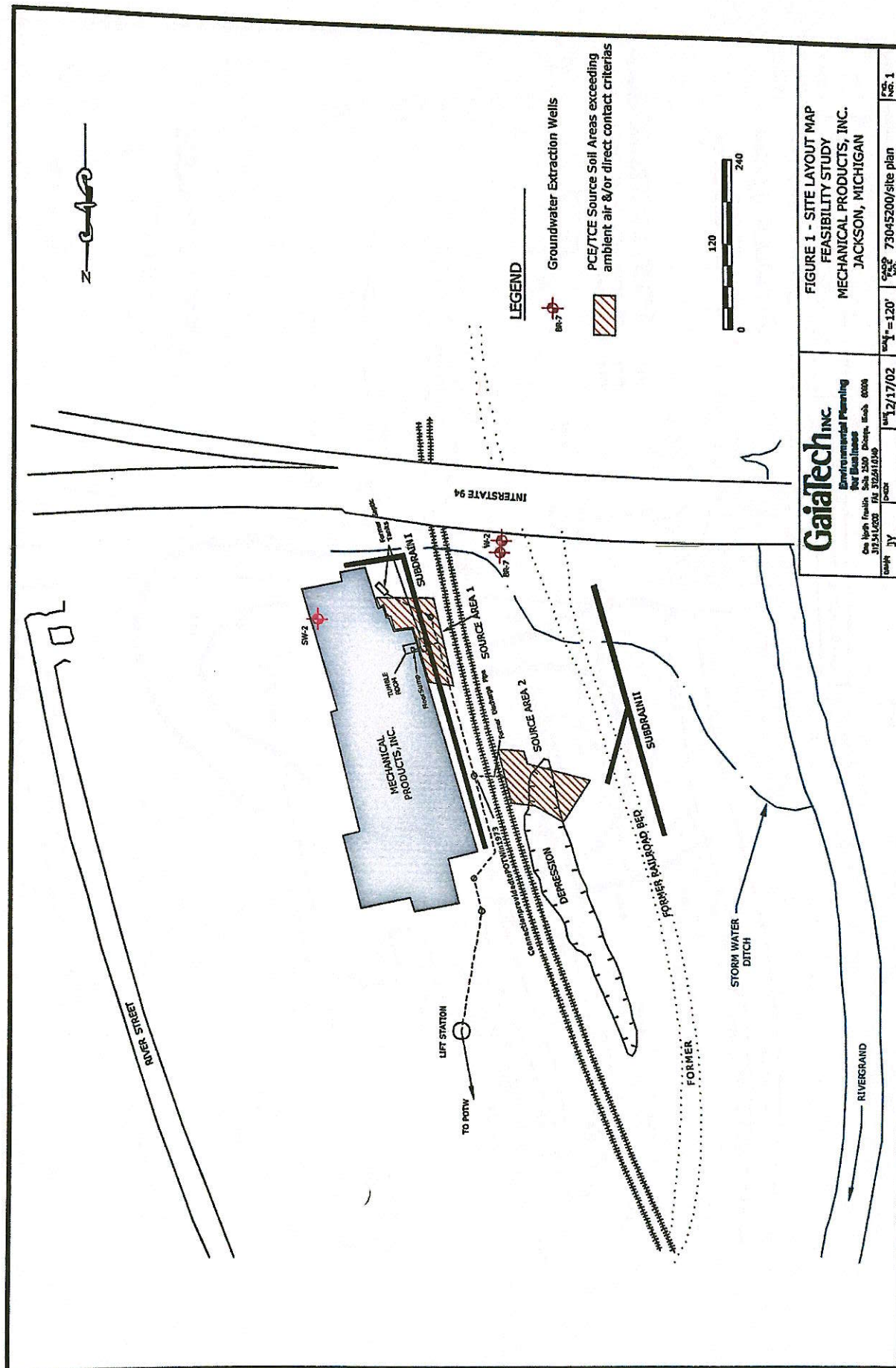
- When requested, ZM Properties provides Financial Statements to the JCBRA Finance Committee for review and discussion. ZM provides monthly payments of \$2,961.39 to the JCBRA, and the loan matures on January 1, 2030.
- ZM has a vigorous marketing plan, with several billboard advertisements throughout the county.

If you have any questions or require additional information, please contact me at 269.544.6966 or lmulholland@fishbeck.com.

Attachment: Site Map
By email

Attachment A

Site Map



GaiaTech Inc.

Environmental Planning
for Businesses
311540000 EIU 3/23/10/10

FIGURE 1 - SITE LAYOUT MAP
FEASIBILITY STUDY
MECHANICAL PRODUCTS, INC.
JACKSON, MICHIGAN

DATE	JY	DATE	12/17/02	SCALE	1"=120'	PROJECT	73045200/site plan	NO. 1
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ZM Properties, LLC
Brownfield Revolving Loan

BROWNFIELD CLEANUP REVOLVING LOAN

Loan Amount	\$ 340,560.45		
Annual Interest	0%		
Loan Period	238		
Start of Loan	11/1/2026	Loan Matures	8/15/2046

Monthly Payment	\$1,431.34	Number of Payments	238
Term	238 months		
Interest	0%		
Due Date	15th of each month		
Late Penalty	<i>Interest of prime -1% will be added to any payment not received by the JCBRA 30 days past its due date.</i>		

No.	Payment Date	Beginning		Interest	Principle	Ending Balance
		Balance	Payment			
1	11/15/2026	\$ 340,560.45	\$1,431.34	\$0.00	\$1,431.34	\$ 339,129.11
2	12/15/2026	\$ 339,129.11	\$1,431.34	\$0.00	\$1,431.34	\$ 337,697.77
3	1/15/2027	\$ 337,697.77	\$1,431.34	\$0.00	\$1,431.34	\$ 336,266.43
4	2/15/2027	\$ 336,266.43	\$1,431.34	\$0.00	\$1,431.34	\$ 334,835.09
5	3/15/2027	\$ 334,835.09	\$1,431.34	\$0.00	\$1,431.34	\$ 333,403.75
6	4/15/2027	\$ 333,403.75	\$1,431.34	\$0.00	\$1,431.34	\$ 331,972.41
7	5/15/2027	\$ 331,972.41	\$1,431.34	\$0.00	\$1,431.34	\$ 330,541.07
8	6/15/2027	\$ 330,541.07	\$1,431.34	\$0.00	\$1,431.34	\$ 329,109.73
9	7/15/2027	\$ 329,109.73	\$1,431.34	\$0.00	\$1,431.34	\$ 327,678.39
10	8/15/2027	\$ 327,678.39	\$1,431.34	\$0.00	\$1,431.34	\$ 326,247.05
11	9/15/2027	\$ 326,247.05	\$1,431.34	\$0.00	\$1,431.34	\$ 324,815.71
12	10/15/2027	\$ 324,815.71	\$1,431.34	\$0.00	\$1,431.34	\$ 323,384.37
13	11/15/2027	\$ 323,384.37	\$1,431.34	\$0.00	\$1,431.34	\$ 321,953.03
14	12/15/2027	\$ 321,953.03	\$1,431.34	\$0.00	\$1,431.34	\$ 320,521.69
15	1/15/2028	\$ 320,521.69	\$1,431.34	\$0.00	\$1,431.34	\$ 319,090.35
16	2/15/2028	\$ 319,090.35	\$1,431.34	\$0.00	\$1,431.34	\$ 317,659.01
17	3/15/2028	\$ 317,659.01	\$1,431.34	\$0.00	\$1,431.34	\$ 316,227.67
18	4/15/2028	\$ 316,227.67	\$1,431.34	\$0.00	\$1,431.34	\$ 314,796.33
19	5/15/2028	\$ 314,796.33	\$1,431.34	\$0.00	\$1,431.34	\$ 313,364.99
20	6/15/2028	\$ 313,364.99	\$1,431.34	\$0.00	\$1,431.34	\$ 311,933.65
21	7/15/2028	\$ 311,933.65	\$1,431.34	\$0.00	\$1,431.34	\$ 310,502.31
22	8/15/2028	\$ 310,502.31	\$1,431.34	\$0.00	\$1,431.34	\$ 309,070.97

23	9/15/2028	\$ 309,070.97	\$1,431.34	\$0.00	\$1,431.34	\$ 307,639.63
24	10/15/2028	\$ 307,639.63	\$1,431.34	\$0.00	\$1,431.34	\$ 306,208.29
25	11/15/2028	\$ 306,208.29	\$1,431.34	\$0.00	\$1,431.34	\$ 304,776.95
26	12/15/2028	\$ 304,776.95	\$1,431.34	\$0.00	\$1,431.34	\$ 303,345.61
27	1/15/2029	\$ 303,345.61	\$1,431.34	\$0.00	\$1,431.34	\$ 301,914.27
28	2/15/2029	\$ 301,914.27	\$1,431.34	\$0.00	\$1,431.34	\$ 300,482.93
29	3/15/2029	\$ 300,482.93	\$1,431.34	\$0.00	\$1,431.34	\$ 299,051.59
30	4/15/2029	\$ 299,051.59	\$1,431.34	\$0.00	\$1,431.34	\$ 297,620.25
31	5/15/2029	\$ 297,620.25	\$1,431.34	\$0.00	\$1,431.34	\$ 296,188.91
32	6/15/2029	\$ 296,188.91	\$1,431.34	\$0.00	\$1,431.34	\$ 294,757.57
33	7/15/2029	\$ 294,757.57	\$1,431.34	\$0.00	\$1,431.34	\$ 293,326.23
34	8/15/2029	\$ 293,326.23	\$1,431.34	\$0.00	\$1,431.34	\$ 291,894.89
35	9/15/2029	\$ 291,894.89	\$1,431.34	\$0.00	\$1,431.34	\$ 290,463.55
36	10/15/2029	\$ 290,463.55	\$1,431.34	\$0.00	\$1,431.34	\$ 289,032.21
37	11/15/2029	\$ 289,032.21	\$1,431.34	\$0.00	\$1,431.34	\$ 287,600.87
38	12/15/2029	\$ 287,600.87	\$1,431.34	\$0.00	\$1,431.34	\$ 286,169.53
39	1/15/2030	\$ 286,169.53	\$1,431.34	\$0.00	\$1,431.34	\$ 284,738.19
40	2/15/2030	\$ 284,738.19	\$1,431.34	\$0.00	\$1,431.34	\$ 283,306.85
41	3/15/2030	\$ 283,306.85	\$1,431.34	\$0.00	\$1,431.34	\$ 281,875.51
42	4/15/2030	\$ 281,875.51	\$1,431.34	\$0.00	\$1,431.34	\$ 280,444.17
43	5/15/2030	\$ 280,444.17	\$1,431.34	\$0.00	\$1,431.34	\$ 279,012.83
44	6/15/2030	\$ 279,012.83	\$1,431.34	\$0.00	\$1,431.34	\$ 277,581.49
45	7/15/2030	\$ 277,581.49	\$1,431.34	\$0.00	\$1,431.34	\$ 276,150.15
46	8/15/2030	\$ 276,150.15	\$1,431.34	\$0.00	\$1,431.34	\$ 274,718.81
47	9/15/2030	\$ 274,718.81	\$1,431.34	\$0.00	\$1,431.34	\$ 273,287.47
48	10/15/2030	\$ 273,287.47	\$1,431.34	\$0.00	\$1,431.34	\$ 271,856.13
49	11/15/2030	\$ 271,856.13	\$1,431.34	\$0.00	\$1,431.34	\$ 270,424.79
50	12/15/2030	\$ 270,424.79	\$1,431.34	\$0.00	\$1,431.34	\$ 268,993.45
51	1/15/2031	\$ 268,993.45	\$1,431.34	\$0.00	\$1,431.34	\$ 267,562.11
52	2/15/2031	\$ 267,562.11	\$1,431.34	\$0.00	\$1,431.34	\$ 266,130.77
53	3/15/2031	\$ 266,130.77	\$1,431.34	\$0.00	\$1,431.34	\$ 264,699.43
54	4/15/2031	\$ 264,699.43	\$1,431.34	\$0.00	\$1,431.34	\$ 263,268.09
55	5/15/2031	\$ 263,268.09	\$1,431.34	\$0.00	\$1,431.34	\$ 261,836.75
56	6/15/2031	\$ 261,836.75	\$1,431.34	\$0.00	\$1,431.34	\$ 260,405.41
57	7/15/2031	\$ 260,405.41	\$1,431.34	\$0.00	\$1,431.34	\$ 258,974.07
58	8/15/2031	\$ 258,974.07	\$1,431.34	\$0.00	\$1,431.34	\$ 257,542.73
59	9/15/2031	\$ 257,542.73	\$1,431.34	\$0.00	\$1,431.34	\$ 256,111.39
60	10/15/2031	\$ 256,111.39	\$1,431.34	\$0.00	\$1,431.34	\$ 254,680.05
61	11/15/2031	\$ 254,680.05	\$1,431.34	\$0.00	\$1,431.34	\$ 253,248.71
62	12/15/2031	\$ 253,248.71	\$1,431.34	\$0.00	\$1,431.34	\$ 251,817.37
63	1/15/2032	\$ 251,817.37	\$1,431.34	\$0.00	\$1,431.34	\$ 250,386.03
64	2/15/2032	\$ 250,386.03	\$1,431.34	\$0.00	\$1,431.34	\$ 248,954.69
65	3/15/2032	\$ 248,954.69	\$1,431.34	\$0.00	\$1,431.34	\$ 247,523.35
66	4/15/2032	\$ 247,523.35	\$1,431.34	\$0.00	\$1,431.34	\$ 246,092.01

67	5/15/2032	\$ 246,092.01	\$1,431.34	\$0.00	\$1,431.34	\$ 244,660.67
68	6/15/2032	\$ 244,660.67	\$1,431.34	\$0.00	\$1,431.34	\$ 243,229.33
69	7/15/2032	\$ 243,229.33	\$1,431.34	\$0.00	\$1,431.34	\$ 241,797.99
70	8/15/2032	\$ 241,797.99	\$1,431.34	\$0.00	\$1,431.34	\$ 240,366.65
71	9/15/2032	\$ 240,366.65	\$1,431.34	\$0.00	\$1,431.34	\$ 238,935.31
72	10/15/2032	\$ 238,935.31	\$1,431.34	\$0.00	\$1,431.34	\$ 237,503.97
73	11/15/2032	\$ 237,503.97	\$1,431.34	\$0.00	\$1,431.34	\$ 236,072.63
74	12/15/2032	\$ 236,072.63	\$1,431.34	\$0.00	\$1,431.34	\$ 234,641.29
75	1/15/2033	\$ 234,641.29	\$1,431.34	\$0.00	\$1,431.34	\$ 233,209.95
76	2/15/2033	\$ 233,209.95	\$1,431.34	\$0.00	\$1,431.34	\$ 231,778.61
77	3/15/2033	\$ 231,778.61	\$1,431.34	\$0.00	\$1,431.34	\$ 230,347.27
78	4/15/2033	\$ 230,347.27	\$1,431.34	\$0.00	\$1,431.34	\$ 228,915.93
79	5/15/2033	\$ 228,915.93	\$1,431.34	\$0.00	\$1,431.34	\$ 227,484.59
80	6/15/2033	\$ 227,484.59	\$1,431.34	\$0.00	\$1,431.34	\$ 226,053.25
81	7/15/2033	\$ 226,053.25	\$1,431.34	\$0.00	\$1,431.34	\$ 224,621.91
82	8/15/2033	\$ 224,621.91	\$1,431.34	\$0.00	\$1,431.34	\$ 223,190.57
83	9/15/2033	\$ 223,190.57	\$1,431.34	\$0.00	\$1,431.34	\$ 221,759.23
84	10/15/2033	\$ 221,759.23	\$1,431.34	\$0.00	\$1,431.34	\$ 220,327.89
85	11/15/2033	\$ 220,327.89	\$1,431.34	\$0.00	\$1,431.34	\$ 218,896.55
86	12/15/2033	\$ 218,896.55	\$1,431.34	\$0.00	\$1,431.34	\$ 217,465.21
87	1/15/2034	\$ 217,465.21	\$1,431.34	\$0.00	\$1,431.34	\$ 216,033.87
88	2/15/2034	\$ 216,033.87	\$1,431.34	\$0.00	\$1,431.34	\$ 214,602.53
89	3/15/2034	\$ 214,602.53	\$1,431.34	\$0.00	\$1,431.34	\$ 213,171.19
90	4/15/2034	\$ 213,171.19	\$1,431.34	\$0.00	\$1,431.34	\$ 211,739.85
91	5/15/2034	\$ 211,739.85	\$1,431.34	\$0.00	\$1,431.34	\$ 210,308.51
92	6/15/2034	\$ 210,308.51	\$1,431.34	\$0.00	\$1,431.34	\$ 208,877.17
93	7/15/2034	\$ 208,877.17	\$1,431.34	\$0.00	\$1,431.34	\$ 207,445.83
94	8/15/2034	\$ 207,445.83	\$1,431.34	\$0.00	\$1,431.34	\$ 206,014.49
95	9/15/2034	\$ 206,014.49	\$1,431.34	\$0.00	\$1,431.34	\$ 204,583.15
96	10/15/2034	\$ 204,583.15	\$1,431.34	\$0.00	\$1,431.34	\$ 203,151.81
97	11/15/2034	\$ 203,151.81	\$1,431.34	\$0.00	\$1,431.34	\$ 201,720.47
98	12/15/2034	\$ 201,720.47	\$1,431.34	\$0.00	\$1,431.34	\$ 200,289.13
99	1/15/2035	\$ 200,289.13	\$1,431.34	\$0.00	\$1,431.34	\$ 198,857.79
100	2/15/2035	\$ 198,857.79	\$1,431.34	\$0.00	\$1,431.34	\$ 197,426.45
101	3/15/2035	\$ 197,426.45	\$1,431.34	\$0.00	\$1,431.34	\$ 195,995.11
102	4/15/2035	\$ 195,995.11	\$1,431.34	\$0.00	\$1,431.34	\$ 194,563.77
103	5/15/2035	\$ 194,563.77	\$1,431.34	\$0.00	\$1,431.34	\$ 193,132.43
104	6/15/2035	\$ 193,132.43	\$1,431.34	\$0.00	\$1,431.34	\$ 191,701.09
105	7/15/2035	\$ 191,701.09	\$1,431.34	\$0.00	\$1,431.34	\$ 190,269.75
106	8/15/2035	\$ 190,269.75	\$1,431.34	\$0.00	\$1,431.34	\$ 188,838.41
107	9/15/2035	\$ 188,838.41	\$1,431.34	\$0.00	\$1,431.34	\$ 187,407.07
108	10/15/2035	\$ 187,407.07	\$1,431.34	\$0.00	\$1,431.34	\$ 185,975.73
109	11/15/2035	\$ 185,975.73	\$1,431.34	\$0.00	\$1,431.34	\$ 184,544.39
110	12/15/2035	\$ 184,544.39	\$1,431.34	\$0.00	\$1,431.34	\$ 183,113.05

111	1/15/2036	\$ 183,113.05	\$1,431.34	\$0.00	\$1,431.34	\$ 181,681.71
112	2/15/2036	\$ 181,681.71	\$1,431.34	\$0.00	\$1,431.34	\$ 180,250.37
113	3/15/2036	\$ 180,250.37	\$1,431.34	\$0.00	\$1,431.34	\$ 178,819.03
114	4/15/2036	\$ 178,819.03	\$1,431.34	\$0.00	\$1,431.34	\$ 177,387.69
115	5/15/2036	\$ 177,387.69	\$1,431.34	\$0.00	\$1,431.34	\$ 175,956.35
116	6/15/2036	\$ 175,956.35	\$1,431.34	\$0.00	\$1,431.34	\$ 174,525.01
117	7/15/2036	\$ 174,525.01	\$1,431.34	\$0.00	\$1,431.34	\$ 173,093.67
118	8/15/2036	\$ 173,093.67	\$1,431.34	\$0.00	\$1,431.34	\$ 171,662.33
119	9/15/2036	\$ 171,662.33	\$1,431.34	\$0.00	\$1,431.34	\$ 170,230.99
120	10/15/2036	\$ 170,230.99	\$1,431.34	\$0.00	\$1,431.34	\$ 168,799.65
121	11/15/2036	\$ 168,799.65	\$1,431.34	\$0.00	\$1,431.34	\$ 167,368.31
122	12/15/2036	\$ 167,368.31	\$1,431.34	\$0.00	\$1,431.34	\$ 165,936.97
123	1/15/2037	\$ 165,936.97	\$1,431.34	\$0.00	\$1,431.34	\$ 164,505.63
124	2/15/2037	\$ 164,505.63	\$1,431.34	\$0.00	\$1,431.34	\$ 163,074.29
125	3/15/2037	\$ 163,074.29	\$1,431.34	\$0.00	\$1,431.34	\$ 161,642.95
126	4/15/2037	\$ 161,642.95	\$1,431.34	\$0.00	\$1,431.34	\$ 160,211.61
127	5/15/2037	\$ 160,211.61	\$1,431.34	\$0.00	\$1,431.34	\$ 158,780.27
128	6/15/2037	\$ 158,780.27	\$1,431.34	\$0.00	\$1,431.34	\$ 157,348.93
129	7/15/2037	\$ 157,348.93	\$1,431.34	\$0.00	\$1,431.34	\$ 155,917.59
130	8/15/2037	\$ 155,917.59	\$1,431.34	\$0.00	\$1,431.34	\$ 154,486.25
131	9/15/2037	\$ 154,486.25	\$1,431.34	\$0.00	\$1,431.34	\$ 153,054.91
132	10/15/2037	\$ 153,054.91	\$1,431.34	\$0.00	\$1,431.34	\$ 151,623.57
133	11/15/2037	\$ 151,623.57	\$1,431.34	\$0.00	\$1,431.34	\$ 150,192.23
134	12/15/2037	\$ 150,192.23	\$1,431.34	\$0.00	\$1,431.34	\$ 148,760.89
135	1/15/2038	\$ 148,760.89	\$1,431.34	\$0.00	\$1,431.34	\$ 147,329.55
136	2/15/2038	\$ 147,329.55	\$1,431.34	\$0.00	\$1,431.34	\$ 145,898.21
137	3/15/2038	\$ 145,898.21	\$1,431.34	\$0.00	\$1,431.34	\$ 144,466.87
138	4/15/2038	\$ 144,466.87	\$1,431.34	\$0.00	\$1,431.34	\$ 143,035.53
139	5/15/2038	\$ 143,035.53	\$1,431.34	\$0.00	\$1,431.34	\$ 141,604.19
140	6/15/2038	\$ 141,604.19	\$1,431.34	\$0.00	\$1,431.34	\$ 140,172.85
141	7/15/2038	\$ 140,172.85	\$1,431.34	\$0.00	\$1,431.34	\$ 138,741.51
142	8/15/2038	\$ 138,741.51	\$1,431.34	\$0.00	\$1,431.34	\$ 137,310.17
143	9/15/2038	\$ 137,310.17	\$1,431.34	\$0.00	\$1,431.34	\$ 135,878.83
144	10/15/2038	\$ 135,878.83	\$1,431.34	\$0.00	\$1,431.34	\$ 134,447.49
145	11/15/2038	\$ 134,447.49	\$1,431.34	\$0.00	\$1,431.34	\$ 133,016.15
146	12/15/2038	\$ 133,016.15	\$1,431.34	\$0.00	\$1,431.34	\$ 131,584.81
147	1/15/2039	\$ 131,584.81	\$1,431.34	\$0.00	\$1,431.34	\$ 130,153.47
148	2/15/2039	\$ 130,153.47	\$1,431.34	\$0.00	\$1,431.34	\$ 128,722.13
149	3/15/2039	\$ 128,722.13	\$1,431.34	\$0.00	\$1,431.34	\$ 127,290.79
150	4/15/2039	\$ 127,290.79	\$1,431.34	\$0.00	\$1,431.34	\$ 125,859.45
151	5/15/2039	\$ 125,859.45	\$1,431.34	\$0.00	\$1,431.34	\$ 124,428.11
152	6/15/2039	\$ 124,428.11	\$1,431.34	\$0.00	\$1,431.34	\$ 122,996.77
153	7/15/2039	\$ 122,996.77	\$1,431.34	\$0.00	\$1,431.34	\$ 121,565.43
154	8/15/2039	\$ 121,565.43	\$1,431.34	\$0.00	\$1,431.34	\$ 120,134.09

155	9/15/2039	\$	120,134.09	\$1,431.34	\$0.00	\$1,431.34	\$	118,702.75
156	10/15/2039	\$	118,702.75	\$1,431.34	\$0.00	\$1,431.34	\$	117,271.41
157	11/15/2039	\$	117,271.41	\$1,431.34	\$0.00	\$1,431.34	\$	115,840.07
158	12/15/2039	\$	115,840.07	\$1,431.34	\$0.00	\$1,431.34	\$	114,408.73
159	1/15/2040	\$	114,408.73	\$1,431.34	\$0.00	\$1,431.34	\$	112,977.39
160	2/15/2040	\$	112,977.39	\$1,431.34	\$0.00	\$1,431.34	\$	111,546.05
161	3/15/2040	\$	111,546.05	\$1,431.34	\$0.00	\$1,431.34	\$	110,114.71
162	4/15/2040	\$	110,114.71	\$1,431.34	\$0.00	\$1,431.34	\$	108,683.37
163	5/15/2040	\$	108,683.37	\$1,431.34	\$0.00	\$1,431.34	\$	107,252.03
164	6/15/2040	\$	107,252.03	\$1,431.34	\$0.00	\$1,431.34	\$	105,820.69
165	7/15/2040	\$	105,820.69	\$1,431.34	\$0.00	\$1,431.34	\$	104,389.35
166	8/15/2040	\$	104,389.35	\$1,431.34	\$0.00	\$1,431.34	\$	102,958.01
167	9/15/2040	\$	102,958.01	\$1,431.34	\$0.00	\$1,431.34	\$	101,526.67
168	10/15/2040	\$	101,526.67	\$1,431.34	\$0.00	\$1,431.34	\$	100,095.33
169	11/15/2040	\$	100,095.33	\$1,431.34	\$0.00	\$1,431.34	\$	98,663.99
170	12/15/2040	\$	98,663.99	\$1,431.34	\$0.00	\$1,431.34	\$	97,232.65
171	1/15/2041	\$	97,232.65	\$1,431.34	\$0.00	\$1,431.34	\$	95,801.31
172	2/15/2041	\$	95,801.31	\$1,431.34	\$0.00	\$1,431.34	\$	94,369.97
173	3/15/2041	\$	94,369.97	\$1,431.34	\$0.00	\$1,431.34	\$	92,938.63
174	4/15/2041	\$	92,938.63	\$1,431.34	\$0.00	\$1,431.34	\$	91,507.29
175	5/15/2041	\$	91,507.29	\$1,431.34	\$0.00	\$1,431.34	\$	90,075.95
176	6/15/2041	\$	90,075.95	\$1,431.34	\$0.00	\$1,431.34	\$	88,644.61
177	7/15/2041	\$	88,644.61	\$1,431.34	\$0.00	\$1,431.34	\$	87,213.27
178	8/15/2041	\$	87,213.27	\$1,431.34	\$0.00	\$1,431.34	\$	85,781.93
179	9/15/2041	\$	85,781.93	\$1,431.34	\$0.00	\$1,431.34	\$	84,350.59
180	10/15/2041	\$	84,350.59	\$1,431.34	\$0.00	\$1,431.34	\$	82,919.25
181	11/15/2041	\$	82,919.25	\$1,431.34	\$0.00	\$1,431.34	\$	81,487.91
182	12/15/2041	\$	81,487.91	\$1,431.34	\$0.00	\$1,431.34	\$	80,056.57
183	1/15/2042	\$	80,056.57	\$1,431.34	\$0.00	\$1,431.34	\$	78,625.23
184	2/15/2042	\$	78,625.23	\$1,431.34	\$0.00	\$1,431.34	\$	77,193.89
185	3/15/2042	\$	77,193.89	\$1,431.34	\$0.00	\$1,431.34	\$	75,762.55
186	4/15/2042	\$	75,762.55	\$1,431.34	\$0.00	\$1,431.34	\$	74,331.21
187	5/15/2042	\$	74,331.21	\$1,431.34	\$0.00	\$1,431.34	\$	72,899.87
188	6/15/2042	\$	72,899.87	\$1,431.34	\$0.00	\$1,431.34	\$	71,468.53
189	7/15/2042	\$	71,468.53	\$1,431.34	\$0.00	\$1,431.34	\$	70,037.19
190	8/15/2042	\$	70,037.19	\$1,431.34	\$0.00	\$1,431.34	\$	68,605.85
191	9/15/2042	\$	68,605.85	\$1,431.34	\$0.00	\$1,431.34	\$	67,174.51
192	10/15/2042	\$	67,174.51	\$1,431.34	\$0.00	\$1,431.34	\$	65,743.17
193	11/15/2042	\$	65,743.17	\$1,431.34	\$0.00	\$1,431.34	\$	64,311.83
194	12/15/2042	\$	64,311.83	\$1,431.34	\$0.00	\$1,431.34	\$	62,880.49
195	1/15/2043	\$	62,880.49	\$1,431.34	\$0.00	\$1,431.34	\$	61,449.15
196	2/15/2043	\$	61,449.15	\$1,431.34	\$0.00	\$1,431.34	\$	60,017.81
197	3/15/2043	\$	60,017.81	\$1,431.34	\$0.00	\$1,431.34	\$	58,586.47
198	4/15/2043	\$	58,586.47	\$1,431.34	\$0.00	\$1,431.34	\$	57,155.13

199	5/15/2043	\$	57,155.13	\$1,431.34	\$0.00	\$1,431.34	\$	55,723.79
200	6/15/2043	\$	55,723.79	\$1,431.34	\$0.00	\$1,431.34	\$	54,292.45
201	7/15/2043	\$	54,292.45	\$1,431.34	\$0.00	\$1,431.34	\$	52,861.11
202	8/15/2043	\$	52,861.11	\$1,431.34	\$0.00	\$1,431.34	\$	51,429.77
203	9/15/2043	\$	51,429.77	\$1,431.34	\$0.00	\$1,431.34	\$	49,998.43
204	10/15/2043	\$	49,998.43	\$1,431.34	\$0.00	\$1,431.34	\$	48,567.09
205	11/15/2043	\$	48,567.09	\$1,431.34	\$0.00	\$1,431.34	\$	47,135.75
206	12/15/2043	\$	47,135.75	\$1,431.34	\$0.00	\$1,431.34	\$	45,704.41
207	1/15/2044	\$	45,704.41	\$1,431.34	\$0.00	\$1,431.34	\$	44,273.07
208	2/15/2044	\$	44,273.07	\$1,431.34	\$0.00	\$1,431.34	\$	42,841.73
209	3/15/2044	\$	42,841.73	\$1,431.34	\$0.00	\$1,431.34	\$	41,410.39
210	4/15/2044	\$	41,410.39	\$1,431.34	\$0.00	\$1,431.34	\$	39,979.05
211	5/15/2044	\$	39,979.05	\$1,431.34	\$0.00	\$1,431.34	\$	38,547.71
212	6/15/2044	\$	38,547.71	\$1,431.34	\$0.00	\$1,431.34	\$	37,116.37
213	7/15/2044	\$	37,116.37	\$1,431.34	\$0.00	\$1,431.34	\$	35,685.03
214	8/15/2044	\$	35,685.03	\$1,431.34	\$0.00	\$1,431.34	\$	34,253.69
215	9/15/2044	\$	34,253.69	\$1,431.34	\$0.00	\$1,431.34	\$	32,822.35
216	10/15/2044	\$	32,822.35	\$1,431.34	\$0.00	\$1,431.34	\$	31,391.01
217	11/15/2044	\$	31,391.01	\$1,431.34	\$0.00	\$1,431.34	\$	29,959.67
218	12/15/2044	\$	29,959.67	\$1,431.34	\$0.00	\$1,431.34	\$	28,528.33
219	1/15/2045	\$	28,528.33	\$1,431.34	\$0.00	\$1,431.34	\$	27,096.99
220	2/15/2045	\$	27,096.99	\$1,431.34	\$0.00	\$1,431.34	\$	25,665.65
221	3/15/2045	\$	25,665.65	\$1,431.34	\$0.00	\$1,431.34	\$	24,234.31
222	4/15/2045	\$	24,234.31	\$1,431.34	\$0.00	\$1,431.34	\$	22,802.97
223	5/15/2045	\$	22,802.97	\$1,431.34	\$0.00	\$1,431.34	\$	21,371.63
224	6/15/2045	\$	21,371.63	\$1,431.34	\$0.00	\$1,431.34	\$	19,940.29
225	7/15/2045	\$	19,940.29	\$1,431.34	\$0.00	\$1,431.34	\$	18,508.95
226	8/15/2045	\$	18,508.95	\$1,431.34	\$0.00	\$1,431.34	\$	17,077.61
227	9/15/2045	\$	17,077.61	\$1,431.34	\$0.00	\$1,431.34	\$	15,646.27
228	10/15/2045	\$	15,646.27	\$1,431.34	\$0.00	\$1,431.34	\$	14,214.93
229	11/15/2045	\$	14,214.93	\$1,431.34	\$0.00	\$1,431.34	\$	12,783.59
230	12/15/2045	\$	12,783.59	\$1,431.34	\$0.00	\$1,431.34	\$	11,352.25
231	1/15/2046	\$	11,352.25	\$1,431.34	\$0.00	\$1,431.34	\$	9,920.91
232	2/15/2046	\$	9,920.91	\$1,431.34	\$0.00	\$1,431.34	\$	8,489.57
233	3/15/2046	\$	8,489.57	\$1,431.34	\$0.00	\$1,431.34	\$	7,058.23
234	4/15/2046	\$	7,058.23	\$1,431.34	\$0.00	\$1,431.34	\$	5,626.89
235	5/15/2046	\$	5,626.89	\$1,431.34	\$0.00	\$1,431.34	\$	4,195.55
236	6/15/2046	\$	4,195.55	\$1,431.34	\$0.00	\$1,431.34	\$	2,764.21
237	7/15/2046	\$	2,764.21	\$1,431.34	\$0.00	\$1,431.34	\$	1,332.87
238	8/15/2046	\$	1,332.87	\$1,332.87	\$0.00	\$1,332.87	\$	(0.00)

LOAN AND NOTE MODIFICATION AGREEMENT

Effective Date: November 1, 2026

Original Loan Amount: \$800,000.00

WHEREAS, the JACKSON COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY, (the "Lender"), of One Jackson Square, Suite 1100, Jackson, Michigan 49201, and ZM PROPERTIES, LLC, a Michigan limited liability company, (the "Borrower"), of 1812 River Street, Jackson, Michigan 49202, entered into a certain loan (the "Loan") in connection with which the Borrower executed a certain Promissory Note, dated as of April 15, 2003, and signed on August 26, 2005, (the "Note"), the terms and conditions of which have been previously amended; and

WHEREAS, the Borrower has requested additional changes in terms and modifications to the Note, to which the Lender has agreed;

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, Lender and Borrower agree as follows:

- 1) **PRIOR AMENDMENTS:** The Note contained an amortization schedule requiring the commencement of monthly payments in the amount of \$2,961.39, beginning on January 1, 2010, and continuing each month thereafter, for twenty years. The Borrower and the Lender subsequently amended the Note to provide that the amortization schedule would be modified to require the commencement of monthly payments in the amount of \$2,961.39 on January 1, 2010, and continuing on the first day of each month thereafter for twenty years, with the final payment to be due on January 1, 2030.
- 2) **WAIVER OF INTEREST AND CHANGE IN INTEREST RATE:** The parties agree that effective as of January 1, 2010, the annual rate of interest on the Note shall be 0% per year.
- 3) **BEGINNING PRINCIPAL BALANCE:** The parties agree that the beginning principal balance of the Note as of November 1, 2026, shall be \$340,560.45.
- 4) **CHANGE IN PAYMENT DATES AND AMORTIZATION:** The parties further agree that the language of the Note in regard to the payments required and the amortization schedule, as amended, will be further modified by this Amendment to require monthly payments in the amount of \$1,431.34 each, commencing on November 1, 2026, and continuing on the first day of each month thereafter, for twenty years, with the final payment to be due on August 15, 2046, as set forth in the amortization schedule attached hereto as Exhibit A. A late fee in the amount of prime minus one (prime rate -1%) will be added to any payment 30 days past its due date. The due date of the Note is hereby changed to a maturity date of August 15, 2046, by which date the total amount due on the Note must be paid, as provided for on the attached Exhibit A.

RATIFICATION. The undersigned Borrower hereby affirms that it is a Michigan limited liability company in good standing, and that it has the authority to enter into this Agreement, and the Borrower also ratifies and reaffirms all of its obligations owed to the Lender pursuant to the documents executed in connection with the Loan and the Loan documents, as subsequently modified and as modified herein. All collateral pledged to secure the Note and any documents evidencing such security interest shall continue in

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 subgrants 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: JDL Summit Branch (new) Phase II Environmental Assessment

Applicant Name: Jackson District Library

Business Name (If different from Applicant):

Business Address: 290 W. Michigan Avenue, Jackson, MI 49201

Contact Person: Steve Wilson Title: Facilities & Capital Project Manager

Email: wilsons@myjdl.com

Office Phone: 517-905-1315

Cell Phone: 517-662-0299

Entity Type: ☒ Proprietorship ☐ Partnership ☐ Corporation

☐ Other (specify):

Describe nature and history of business: Public Library in Jackson County. JDL has been in the community for 140 years.

List similar projects developed over the last five years (if any): ***See page 7**

Key Project Contacts: Liz Breed & Diane Anderson

Bank/Financing: County National Bank

Attorney: Michael Blum, Foster, Swift, Collins, & Smith PC

Accountant: Scott McLane, Markowski & Co, CPAs

Others:

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

Address(es) (if known): 210 Hinkley Blvd., Jackson, MI 49203

Tax ID(s) (if known):

Present Owner(s): James Weatherwax

Date Present Owner(s) Acquired Property (if known) 1999

Does applicant have land control: No Yes **Yes**

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

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

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

Any currently known environmental issues? Phase I ESA shows construction materials and debris in the soil.

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

Is access to site permitted? No Yes **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. ****See page 7**

Project Size: Parcel size (acres): 1.46 acres

Existing building area (square feet): 10,128

New building area (square feet): 10,128

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: 01/2027 Completion Date: 12/2028

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): Yes, JDL has a comprehensive energy conservation program that it follows to provide safe, healthy, and educational spaces for all of Jackson County to explore. Jackson District Library prides itself on being good stewards to the tax payers of Jackson County residents in every possible way.

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

******See page 7**

Financial Commitments

Architectural/Site Plans

Market Analysis

Environmental Information/Reports

Rezoning Approval

Tax Base Information:

Current Taxable Value \$ 243,800

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

Total Investment Anticipated: \$ 5,000,000

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. ***See page 7

Employment Information:

Full Time Equivalent (*FTE) Employees:

FTE Jobs Retained: 5.5 FTE Jobs Created: unknown

*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). Closing scheduled for October 12, 2027

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)

\$ 18,750.00 **ESTIMATED AMOUNT OF BROWNFIELD ASSISTANCE BEING REQUESTED WITH THIS APPLICATION**

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

2022-2025 renovation of Spring Arbor senior center to a library branch, installation of 155 windows at the Carnegie Library, remodel of a building in Hanover to relocate branch, remodel of the exterior and interior of the Henrietta branch, remodel interior of Eastern Branch, many painting and carpeting projects at other locations

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

JDL wishes to relocate library services to the new site which would allow for a larger footprint for these services and for expanded accessibility to the Jackson community including meeting spaces and innovative work space. This assessment is needed to assure that the site is suitable for JDL operations.

*** Construction	3,845,600
Architect	180,000
Shelving	85,000
Furniture	60,000
Sign	17,500
Literacy Wall	30,000
Tech	130,000
Sub-total	4,348,100
15% contingency	<u>652,215</u>
Total	5,000,315

******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.**

Bringing a larger branch to the largest township in Jackson County, will allow JDL to provide services in a stronger and more accessible way than possible in the current branch location. Keeping the services in the same geographical location allows the the library to continue to serve the south side of the City of Jackson, and at the same time have more space to accommodate more services, programs and outreach to all of Jackson.

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

Director

TITLE

9-24-26

DATE



AUTHORIZED SIGNATURE

Facilities Manager

TITLE

9/24/2026

DATE

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.

September 22, 2026

Diane Anderson
Executive Project Strategist
Jackson District Library
290 West Michigan Avenue
Jackson, MI 49201

**Proposal for Professional Services
Phase II Environmental Site Assessment
210 Hinckley Boulevard, Jackson, Jackson County, Michigan
Parcel No.: 000-13-23-152-001-00**

Fishbeck is pleased to provide Jackson District Library with this proposal to conduct additional environmental due diligence in support of acquisition and redevelopment planning of the above-referenced property (Subject Property).

Background

Fishbeck completed a *Phase I Environmental Site Assessment* (ESA) of the Subject Property on behalf of Jackson District Library dated September 10, 2026. The Phase I ESA identified one recognized environmental condition (REC) associated with the presence of buried fill on the site. The 1999 geotechnical report prepared in support of construction of the existing building identified the presence of buried fill material. Based upon the experience of Fishbeck, the potential exists for buried fill material to be impacted.

Scope of Services

Phase II ESA

Soil Sampling

Fishbeck proposes the mobilization of a Geoprobe® for the installation of up to six soil borings across exterior portions of the Subject Property, as site conditions allow.

The soil borings will be advanced using a Geoprobe® with macro-cores equipped with single-use acetate liners. Soil samples will be collected for lithological description at each soil boring. Soil samples will be examined for visual or olfactory evidence of contamination, and they will be screened in the field for the presence of volatile organic compound (VOC) vapors using a photoionization detector (PID). Soil samples will be collected from each boring for potential laboratory analysis. The soil sample will be collected from the interval corresponding to the highest PID reading, or where visual evidence indicates the greatest potential for contamination. All drilling and sampling equipment will be decontaminated between each boring.

At this time, it is anticipated that one soil sample will be submitted for laboratory analysis from each boring, six samples total. The sample depth will be determined based on field observations, with shallow soil samples in the upper 5 feet anticipated.

Any excess soil cuttings resulting from the soil borings will be mixed with bentonite and placed back into the borehole. The bentonite will be hydrated with clean tap or deionized water. The surface will be restored to original grade.

Groundwater Sampling

Fishbeck proposes to collect one groundwater sample from a boring location proximal to the building. The boring will be advanced to a depth of 25 feet below ground surface in an effort to encounter groundwater. If groundwater is encountered by a depth of 25 feet below ground surface, a 1-inch-diameter polyvinyl chloride (PVC) temporary monitoring well will be installed with the screened interval straddling the groundwater surface. A groundwater sample will be collected from the monitoring well using low-flow/minimal drawdown techniques or following 30 minutes of purging, whichever occurs first.

Sub-Slab Soil Gas Sampling

The completion of soil gas sampling within the building is additionally proposed to provide an additional line of evidence regarding potential impacts and in support of evaluating potential due care response, if applicable. Fishbeck proposes the collection of two sub-slab soil gas samples from beneath the building. The Michigan Department of Environment, Great Lakes, and Energy (EGLE) guidance indicates the collection of nine soil gas samples based upon the square footage of the structure. To provide additional lines of evidence while being cognizant of project resources, Fishbeck proposes the collection of two sub-slab soil gas samples from beneath the building.

The vapor pin installation and soil gas sample collection will be conducted in accordance with the EGLE Standard Operating Procedure for installing and collecting vapor samples for analysis (EGLE *Guidance Document for the Vapor Intrusion Pathway*, May 2013 or revised editions). The vapor pins will be left in place at each location for potential future sampling/assessment.

During the collection of the soil gas samples for laboratory analysis, helium will be used as a tracer gas during purging activities to ensure there was no leakage through the aboveground fittings. Purging will consist of the removal of approximately 180 mL of soil gas (three casing volumes of air) from the vapor point, tubing, and flow regulator assembly utilizing a 60 mL syringe. If no leaks are observed at any of the locations, the vapor pins were installed with a sufficient seal, and the soil gas samples can be considered representative of subsurface conditions. Soil gas vapor readings will be performed to evaluate the carbon dioxide, oxygen, and methane concentrations.

The soil gas samples will be transported under chain-of-custody documentation to Merit for laboratory analysis of VOCs using U.S. Environmental Protection Agency (USEPA) Method TO-15 and polynuclear aromatic hydrocarbons (PNAs) using USEPA Method TO-17.

Subsequent to receipt of laboratory analytical results, Fishbeck will prepare a Phase II ESA report including a comparison of the analytical results to EGLE Part 201 Generic Residential Cleanup Criteria (GRCC) and Non-Residential Volatilization to Indoor Air Pathway Screening Levels.

BEA and DDCCR

If Phase II ESA soil or groundwater sampling results in identification of contaminants in excess of EGLE Part 201 GRCC, such a result would demonstrate that the Subject Property meets the definition of a *facility* as defined by Part 201 of the Natural Resources and Environmental Protection Act (NREPA). A *facility* designation indicates that the preparation of a Baseline Environmental Assessment (BEA) and compliance with due care going forward is applicable to a new owner/operator of the Subject Property to obtain an exemption to remedial liability for preexisting contaminant conditions. The state of Michigan has developed a specific format for the BEA. Generally,

the Phase I ESA and Phase II ESA findings are summarized, and the future use of the property is stated. The completed Phase I ESA and Phase II ESA documents are included as attachments to the BEA. The BEA must be conducted within 45 days of becoming the owner or operator of the property and submitted to EGLE within six months of becoming the owner or operator.

The preparation of a Documentation of Due Care Compliance Report (DDCCR) is proposed to be completed also utilizing existing data. Michigan environmental law and regulations (Part 201) require owners and operators take due care measures to ensure that existing contamination on a property does not cause unacceptable exposure risks and is not exacerbated. A DDCCR for the Subject Property will be prepared to address the potential for exposure and/or exacerbation of existing site contaminant conditions. This plan will include the following information, as required by Rule 299.51003 of the Michigan Administrative Code:

- Background information concerning contaminants located on the property
- Identification of potential exposure pathways and receptors
- Identification of precautions necessary to prevent reasonably foreseeable exposures
- Description of any required response activities
- Property owner's due care obligations

Other topics evaluated and addressed in the document required by Michigan environmental law and regulations will include:

- Offsite migration notice to EGLE
- Abandoned containers notice to EGLE
- Mitigation of fire/explosion hazards
- Notification of exposures to easement holders

Please note that the level of assessment necessary to fully evaluate due care is often greater than the level of assessment necessary to prepare a BEA. Fishbeck is available to discuss potential due care considerations at your convenience.

Estimated Fees

Fishbeck proposes to conduct the defined scope of services on a time-and-materials basis.

Phase II ESA:

Project Management/Health & Safety.....	\$ 1,200
Fishbeck Field Labor	\$ 2,400
Direct Expenses	\$ 600
Geoprobe®	\$ 3,600
Analytical	\$ 3,450
Summary Report	\$ 2,500
Phase II ESA Budget.....	\$ 13,750

BEA and DDCCR (If Phase II ESA demonstrates "facility" status):

BEA.....	\$ 2,500
DDCCR.....	\$ 2,500

Assumptions

- All Phase II ESA Geoprobe® sampling activities will be completed in one mobilization in one 10-hour business day.
- Laboratory samples will be submitted for standard analysis delivery time (10 business days).
- Delays, such as weather and site conditions, are not encountered.
- Fishbeck will have free and unobstructed access to the areas necessary to perform the sampling activities during regular business hours.
- There are no unidentified underground or aboveground obstructions, conduits, pipelines, or other surface and subsurface structures that would affect soil and/or groundwater collection efforts.

During the completion of the assessment, unknown conditions may occasionally arise that require additional effort over and above the defined scope of services in order to comply with applicable regulatory standards. Fishbeck will notify you if a change in the scope of services is required to complete the project. Additional services will not be performed without prior client approval of any amended scope and fee.

Schedule

The field activities can be completed approximately two weeks from authorization to proceed, subject to availability of subcontracted drilling services and site access. Laboratory analysis of samples will require 10 business days. A Phase II ESA report would be completed one week from receipt of analytical results. Thus, it is anticipated all project activities can be completed approximately six weeks from authorization to proceed.

Authorization

Attached is our Professional Services Agreement. If you concur with our scope of services, please sign in the space provided and return the executed agreement to Shelby Senkewitz (ssenkewitz@fishbeck.com). 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.

Thank you for this opportunity. We look forward to working with you on this project. If you have any questions or require additional information, please contact me at 269.544.6967 or epeterson@fishbeck.com.

Sincerely,



Erik Peterson

Senior Hydrogeologist

Attachments

By email

Copy: Courtney Dunaj – Fishbeck

Professional Services Agreement

PROJECT NAME: Phase II Environmental Site Assessment (ESA)
PROJECT LOCATION: 210 Hinckley Boulevard, Jackson, Jackson County, Michigan
Parcel No.: 000-13-23-152-001-00
FISHBECK CONTACT: Erik Peterson
CLIENT CONTACT: Diane Anderson
CLIENT: Jackson District Library, 290 West Michigan Avenue, Jackson, MI 49201

Client hereby requests and authorizes Fishbeck to perform the following:

SCOPE OF SERVICES: Conduct additional environmental due diligence services for the above-referenced property, as detailed in Fishbeck's attached letter proposal, dated September 22, 2026.

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

- ☒ Terms and Conditions for Professional Services
- ☒ Proposal Dated: September 22, 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:

Phase II ESA – Thirteen Thousand Seven Hundred Fifty Dollars (\$13,750)

BEA (if Phase II ESA demonstrates "facility" status) – Two Thousand Five Hundred Dollars (\$2,500)

DDCCR (if Phase II ESA demonstrates "facility" status) – Two Thousand Five Hundred Dollars (\$2,500)

ADDITIONAL PROVISIONS (IF ANY): None

APPROVED FOR:

Jackson District Library

ACCEPTED FOR:

Fishbeck

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____

SIGNATURE: _____

NAME: _____

TITLE: _____

DATE: _____



Roman A. Wilson

Senior Executive

September 22, 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