



AGENDA— JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY

June 12, 2024

9:00 AM

City Hall 10th Floor Conference Room

- I.** Call to Order
- II.** Roll Call
- III.** Adoption of Agenda
- IV.** Adoption the Meeting Minutes
 - A.** April 10, 2024 – Regular Meeting
- V.** Public Comment and Correspondence
- VI.** Consent Calendar
 - A.** Receipt of Budget Status Report – LSRRF
 - B.** Receipt of Budget Status Report – BRA Fund
- VII.** New Business
 - A.** 313 Oak Street – Phase I Work Order
 - B.** 315 Wisner Street – Phase I Work Order
 - C.** 545 Hupp Avenue - Air Hydraulics – Brownfield Plan
 - D.** Project Updates
- VIII.** Old Business
- IX.** Board Member Concerns and Comments
- X.** Adjournment

MINUTES – JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY

April 10, 2024

9:00 AM

MEMBERS PRESENT: Dan Greer, Daniel Mahoney, Heather Ehnis, Conner Wood, Mishele Wilkins, and Jonathan Greene

MEMBERS ABSENT: Scott Damich, John Willis, and Ken Straub

STAFF PRESENT: Chris Atkin

GUEST PRESENT: Dave Stegink

I. Call to Order

Member Greer called the meeting to order at 9:01 am.

II. Roll Call

III. Adoption of Agenda

Board Member Wood, with support from Board Member Mahoney, to adopt the April 10, 2024 agenda as presented.

The motion passed unanimously by voice vote.

IV. Adoption of Meeting Minutes.

A. December 13, 2023

Board Member Mahoney moved, with support from Board Member Greene, to adopt the December 13, 2023 meeting minutes.

The motion passed unanimously by voice vote.

V. Public Comment and Correspondence

Chad Grimes inquired about the property at 313 Oak St. and how an assessment or brownfield may apply. Dave Stegink of Fishbeck provided contact information.

VI. Consent Calendar

A. Receipt of Budget Status Report-LSRRF

Board Member Wood moved, with support from Board Member Wilkins to approve the LSRRF Budget Report.

The motion passed unanimously by roll call vote.

B. Receipt of Budget Status Report-BRA Fund

Board Member Wood moved, with support from Board Member Mahoney, to approve the BRA Fund Budget Report.

The motion passed unanimously by roll call vote.

VII. New Business

A. 1701 Woodbridge Street – Work Order for Pressure Field Extension Test

Staff provided a summary of the necessity for a vapor mitigation system at the site. Dave Stegink provided additional information.

Board Member Greene moved, with support from Board Member Wood, to approve the Fishbeck work order for 1701 Woodbridge Street.

The motion passed unanimously by roll call vote.

B. Project Updates

Dave Stegink provided updates for the Air Hydraulics project and the Autry residential development projects on MLK.

C. Election of Officers

1. Chairperson

Board Member Wood moved, with support from Board Member Wilkins, to elect Dan Greer for Chairperson.

2. Vice-Chairperson

Board Member Mahoney moved, with support from Board Member Wilkins, to elect Conner Wood for Vice-Chairperson.

3. Secretary

Board Member Greer moved, with support from Board Member Mahoney, to elect Heather Ehnis for Secretary.

Board Member Wood moved, with support from Board Member Greene, to elect those stated in previous motions to respective positions.

The motion passed unanimously by voice vote.

VIII. Old Business

None

IX. Board Members Concerns and Comments

None

X. Adjournment

Board Member Wood moved, with support from Board Member Mahoney, to adjourn April 10, 2024 JBRA meeting at 9:20 am.

The motion passed unanimously by voice vote.

Respectfully,



Christopher M. Atkin
Planning Director, City of Jackson

Local Site Remediation Revolving Fund
 Summary - By Fiscal Years - From FY 2014 - Current
 As of 6/5/2024

Fiscal Year	Fiscal Year - Actual										FY 2024	
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Budget	YTD
Revenues by Project:												
Home Depot - Local Tax	-	-	-	-	-	-	-	-	-	-	-	-
Die-Namic Tool - Local Tax	8,942	8,957	8,121	5,730	-	-	-	-	-	-	-	-
Full Spectrum	-	-	62,246	66,108	67,687	58,659	66,614	78,131	-	-	-	-
GLHHC	-	-	-	-	-	-	-	-	64,811	114,659	63,959	61,479
Interest	1,541	636	965	911	2,151	2,748	2,408	187	700	8,298	15,000	15,038
Miscellaneous	-	-	10,215	-	-	-	-	-	-	-	-	-
Total	10,483	9,593	81,547	72,749	69,838	61,407	69,022	78,318	65,511	122,957	78,959	76,517
Expenditures:												
From Local Tax:												
Contractual Services	-	-	10,600	14,850	-	-	-	1,409	-	22,500	20,000	-
Building Demolitions	-	-	-	-	-	-	-	-	-	-	-	-
Administration	34	-	-	-	-	-	-	-	-	-	-	-
Uncollectible Accts - Home Depot MTT	-	-	-	-	-	-	-	-	-	-	-	-
Contribution to CE Bldg. Demo Fund	414,417	17,500	-	-	-	-	-	-	-	-	-	-
Contribution to Cortland St Redev. Proj.	-	-	-	-	251,510	-	208,000	-	-	-	-	-
Total	414,451	17,500	10,600	14,850	251,510	-	208,000	1,409	-	22,500	20,000	-
Rev. Over (Under) Exp.	(403,968)	(7,907)	70,947	57,899	(181,672)	61,407	(138,978)	76,909	65,511	100,457	58,959	76,517
Balance - Beginning	589,452	185,484	177,577	248,524	306,423	124,751	186,158	47,180	124,089	189,600	290,057	290,057
Balance - Ending	185,484	177,577	248,524	306,423	124,751	186,158	47,180	124,089	189,600	290,057	349,016	366,574

City of Jackson
Brownfield Redevelopment Authority Fund # 489
Summary - By Fiscal Years - From FY 2014 - Current
As of 6/5/2024

	Fiscal Year - Actual										FY 2024	
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	Budget	YTD
Revenues:												
Consumers	963,588	943,683	947,673	1,082,966	1,107,256	1,141,408	1,192,814	1,214,642	1,271,668	1,327,361	1,186,054	1,186,054
JGW	12,774	-	-	-	-	-	-	-	-	-	-	-
Heat Controller	10,175	10,058	10,459	10,974	11,283	12,039	12,949	13,553	13,945	14,462	15,755	15,755
DNT	8,942	8,957	8,121	5,730	-	-	-	-	-	-	-	-
GLHHC	31,617	45,713	60,606	58,933	64,309	66,691	71,782	71,053	64,811	61,253	57,431	57,431
Full Spectrum	34,317	47,320	64,001	66,108	67,687	60,763	64,511	65,445	-	-	-	-
D.E.P. (County)	-	-	-	-	-	-	-	7,340	7,736	9,176	10,643	10,643
Popeye's	-	-	-	-	-	-	-	6,831	28,855	24,745	21,677	21,677
The 200	-	-	-	-	-	-	-	-	123,044	125,962	132,279	132,279
ACME	-	-	-	-	-	-	-	-	-	1,744	1,813	1,813
Objective	-	-	-	-	-	-	-	-	-	308,358	242,975	242,975
State Grant - EGLE (Pass-Thru)	-	-	-	-	-	-	-	-	-	-	-	30,213
Interest	6,027	4,019	3,487	4,007	7,686	19,369	14,364	2,867	5,996	59,857	69,100	69,444
Charges for Serv./Misc.	-	-	-	-	-	-	-	3,599	-	-	-	-
Total	1,067,440	1,059,750	1,094,347	1,228,718	1,258,221	1,300,270	1,356,420	1,385,330	1,516,055	1,932,918	1,737,727	1,768,284
Expenditures:												
Personnel	16,140	25,500	22,719	19,357	20,330	21,566	22,410	28,306	20,746	11,933	13,001	11,301
A) Contractual Services	3,003	-	-	2,996	-	-	403	5,860	8,281	96,493	10,000	(95,926)
JGW	11,245	155	-	-	-	-	-	-	-	-	-	-
Heat Controller	4,363	4,249	-	-	-	46,442	13,197	13,553	13,945	14,462	15,755	15,755
GLHHC	36,617	45,713	60,606	45,293	64,309	64,382	74,090	58,367	-	-	-	-
Full Spectrum	32,797	47,320	1,754	-	-	-	-	-	-	-	-	-
DEP (County)	-	-	-	-	-	-	-	7,340	7,736	9,176	10,643	10,643
Popeye's	-	-	-	-	-	-	-	-	32,114	14,894	12,345	12,344
The 200	-	-	-	-	-	-	-	-	122,044	125,173	132,279	131,279
ACME (County)	-	-	-	-	-	-	-	-	-	1,748	1,813	1,813
Objective	-	-	-	-	-	-	-	-	-	261,858	241,975	241,975
Administration	275	309	3,963	12,269	12,059	176	334	336	112	84	1,000	62
Miscellaneous - EGLE (Pass-Thru)	-	-	-	-	-	-	-	-	-	-	-	30,213
Contrib.-LSRRF	8,942	8,957	70,367	71,837	67,687	58,659	66,614	78,131	64,811	114,659	63,959	61,479
Cont.-BRA TIF D/S	1,069,023	1,025,273	1,023,573	1,120,307	1,131,636	1,154,989	1,174,637	1,202,892	1,174,404	1,193,068	1,211,983	1,211,982
Total	1,182,405	1,157,476	1,182,982	1,272,059	1,296,021	1,346,214	1,351,685	1,394,785	1,444,193	1,843,548	1,714,753	1,632,920
Rev. Over (Under) Exp.	(114,965)	(97,726)	(88,635)	(43,341)	(37,800)	(45,944)	4,735	(9,455)	71,862	89,370	22,974	135,364
Balance - Beginning	1,769,651	1,654,686	1,556,960	1,468,325	1,424,984	1,387,184	1,341,240	1,345,975	1,336,520	1,408,382	1,497,752	1,497,752
Balance - Ending	1,654,686	1,556,960	1,468,325	1,424,984	1,387,184	1,341,240	1,345,975	1,336,520	1,408,382	1,497,752	1,520,726	1,633,116
Components of Ending Fund Balance at 6/30:												
Reserved for CE Debt Service	1,431,608	1,350,018	1,274,118	1,236,777	1,212,397	1,198,816	1,216,993	1,228,743	1,326,007	1,460,300	-	-
Undistributed TIF Collections	-	-	-	23,368	32,717	-	-	-	-	-	-	-
Interest earnings	407,757	411,776	415,263	419,270	426,956	446,325	460,689	463,556	469,552	529,409	-	-
Net BRA Administration (Rev.- Exp.)	(184,679)	(204,834)	(221,056)	(254,431)	(284,886)	(303,901)	(331,707)	(355,779)	(387,177)	(491,957)	-	-
Total	1,654,686	1,556,960	1,468,325	1,424,984	1,387,184	1,341,240	1,345,975	1,336,520	1,408,382	1,497,752	-	-

I. Scope of Work

Background

City of Jackson has received a request from Chad Grimes at Exact Recon for assistance using the U.S. EPA Brownfield Assessment Grant. The property is the former “West & West Sign Studio” located at 313 Oak Street in downtown Jackson. The proposed redeveloped use of the property will contain at least one residential rental unit as well as a commercial space. The property was formerly used for the design and production of signs for several decades. The Michigan Department of Environment, Great Lakes and Energy (EGLE) has conducted soil, and limited soil gas evaluation of the building based on the presence of non-aqueous phase liquid (NAPL); however, additional evaluation of the Site is necessary to determine environmental risk based on the proposed redeveloped use. Exact Recon anticipates taking title to the property in July 2024. This Site is located near downtown Jackson and the redevelopment of this Site would provide housing in an area of high demand.

Scope of Work

Fishbeck will complete the following tasks:

1. Secure eligibility for the project. We will work with EGLE staff to secure an eligibility determination.
2. Develop a Sampling and Analysis Plan (SAP) and Health and Safety Plan (HASP) for submittal to U.S. EPA.
3. Soil gas investigation. Two rounds of soil gas sampling are proposed. Each round of soil gas sampling is expected to take 1 day (2 days total for both rounds).
4. Complete an asbestos containing materials survey (ACMS) and lead based paint inspection for the building on the property. This will be needed as future demolition/renovation activities are conducted.
5. Complete an AAI ASTM 1527-21 Phase I ESA, Baseline Environmental Assessment (BEA) and Documentation of Due Care Compliance Report (DDCCR).

II. Compensation

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

Environmental Assessment Activities

Eligibility Demonstration	\$ 1,500
Phase I.....	\$ 3,500
HMI	\$ 7,000
Baseline Environmental Assessment (BEA)	\$ 2,500
Documentation of Due Care Compliance (DDCCR)	\$ 2,500
Subtotal.....	\$17,000

Soil Gas Investigation (2 rounds of sampling)

SAP/HASP	\$ 2,000
Project Management.....	\$ 3,000
Site Investigation Staff.....	\$ 5,500
Equipment, Mileage	\$ 2,500
Laboratory Analyses	\$ 4,500
Report.....	\$ 4,500
Subtotal.....	\$22,000

TOTAL ESTIMATED COSTS \$39,000

III. Schedule

We will initiate project activities as needed and as directed by BRA staff and Board. We expect the scope of work will be completed between June/July 2024.

I. Scope of Work

Background

The City of Jackson has received a request from the Michigan’s Military Heritage Museum for assistance using the U.S. EPA Brownfield Assessment Grant. The property is the former “Jackson Car Wash” located at 315 N Wisner Street in the City of Jackson. The proposed redeveloped use of the property would be an expansion of the Military Heritage Museum. The property was formerly used as a self-serve car wash from at least 1970 to 2020. In addition, a site nearby to the northwest, the Kelsey-Hayes / TRW site, has a known volatile organic compound (VOC) groundwater contamination plume which is migrating toward the Subject Property. Due to this prior use and the nearby contaminated site to the northwest, evaluation of the Site is necessary to determine environmental risk based on the proposed redeveloped use. Michigan’s Military Heritage Museum anticipates taking title to the property in August 2024, beginning demolition immediately with completion of construction in 2025. This Site in its current state is unsightly, and potentially unsafe. Redevelopment of the property would improve environmental conditions and remove a liability to the public.

Scope of Work

Fishbeck will complete the following tasks:

1. Secure eligibility for the project. We will work with United States Environmental Protection Agency (US EPA) staff to secure an eligibility determination.
2. Develop a Sampling and Analysis Plan (SAP) and Health and Safety Plan (HASP) for submittal to U.S. EPA.
3. Complete an asbestos containing materials survey (ACMS) and lead based paint inspection for the building on the property. This will be needed as future demolition/renovation activities are conducted.
4. Soil, groundwater and soil gas investigation. The investigation proposed will be conducted in one day on site to collect soil, groundwater and soil gas samples.
5. Conduct a Baseline Environmental Assessment (BEA) and Documentation of Due Care Compliance Report (DDCCR), if necessary.

II. Compensation

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

Environmental Assessment Activities

Eligibility Demonstration	\$ 1,500
Phase I	\$ 3,500
HMI.....	\$ 5,000
Subtotal.....	\$ 10,000

Soil, Groundwater and Soil Gas Investigation

SAP/HASP	\$ 2,000
Project Management.....	\$ 3,000
Site Investigation Staff.....	\$ 4,200
Equipment, Mileage	\$ 1,000
Laboratory Analyses	\$ 5,500

Drilling/GPR Services	\$ 4,000
Report.....	\$ 4,500
Subtotal.....	\$ 24,200

TOTAL ESTIMATED COSTS **\$34,200**

III. Schedule

We will initiate project activities as needed and as directed by BRA staff and Board. We expect the scope of work will be completed between June/July 2024.

AIR HYDRAULICS ASSEMBLY BUILDING FACT SHEET

Project Overview: The Property is owned by A H P Inc. and is operated by Air Hydraulics, Inc., which is a manufacturer of pneumatic and hydraulic press equipment. The existing building footprint on site is 7,082 square feet. A portion of this building is no longer conducive to modern manufacturing, and Air Hydraulics, Inc. intends to demolish this portion of the building and construct a new addition. The new total building area will be 11,810 square feet. This will allow Air Hydraulics, Inc. to maintain and expand their manufacturing operations on site.

Parcel IDs: 6-013800000, 6-13600000, 6-013500000, and 6-0135.1000

Address: 545 Hupp Avenue, Jackson, Jackson County, Michigan

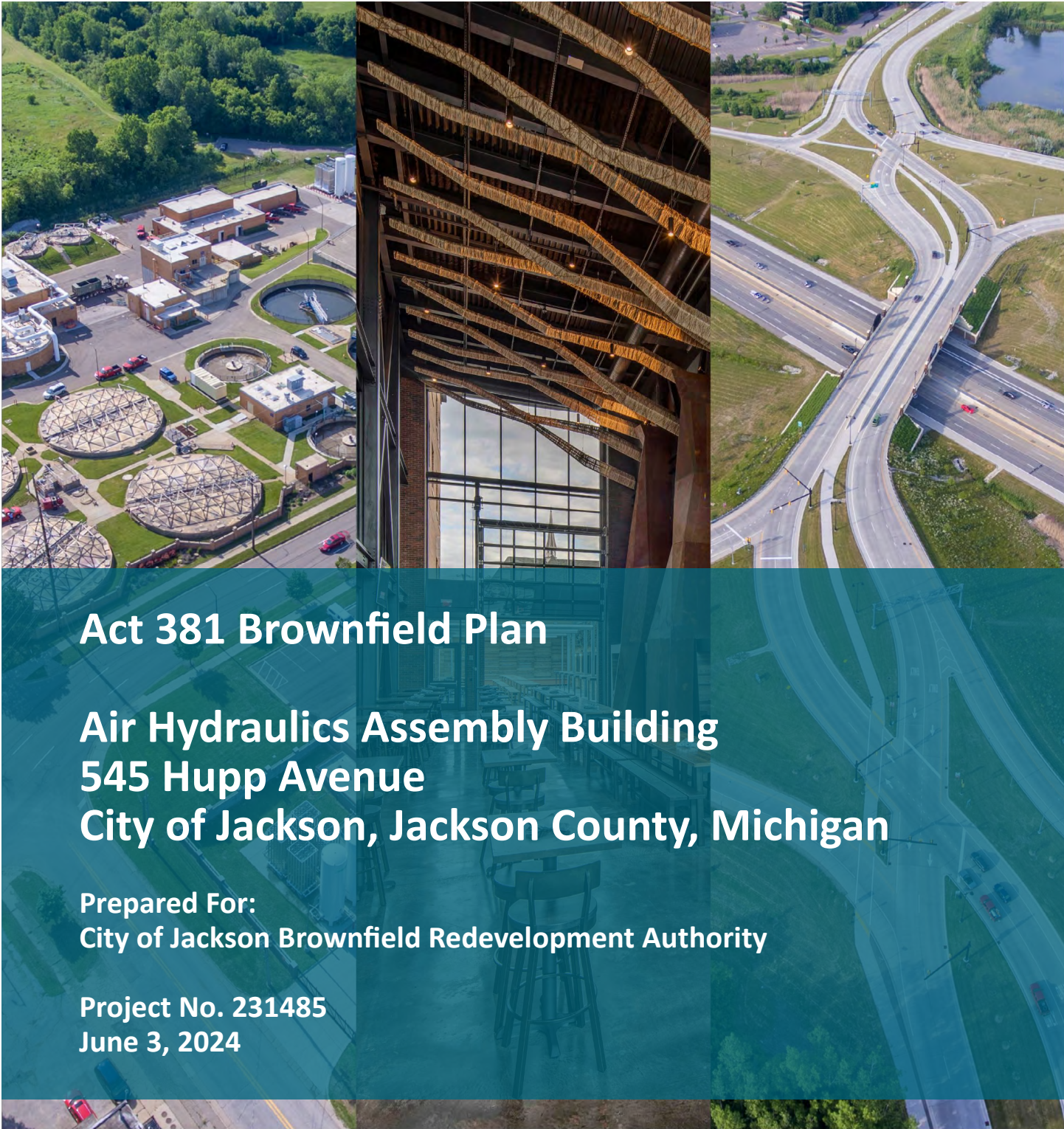
Size: Approximately 1.1 acres

Potential Eligible Activities

- **Pre-Approved Activities** (i.e., Baseline Environmental Assessment, Due Care, and Department Specific Activities) The total cost of these activities is anticipated to be \$140,370.
- **Building Demolition** (Demolition/deconstruction of the existing building, parking lots, miscellaneous improvements) The total cost of these activities is anticipated to be \$32,184.
- **Public Infrastructure:** Infrastructure improvements that directly benefit the eligible property include the sidewalks (\$3,500), curb and gutter (\$4,500), and urban storm water management systems (traditional) (\$69,750). The soft costs associated with Public Infrastructure Improvements are estimated to be \$2,500. The total cost of these activities is anticipated to be \$80,250.
- **Site Preparation:** Site preparation activities are anticipated on the subject project and include clearing and grubbing (\$2,000) and geotechnical engineering (\$5,650). The soft costs associated with site demolition are estimated to be \$26,000. The total cost of these activities is anticipated to be \$33,650.
- **Lead, Asbestos, and Mold Abatement:** Lead and Asbestos Abatement is anticipated on the eligible property. The cost for abatement including disposal and air monitoring is anticipated to be \$3,330.
- **Brownfield Plan Preparation/Implementation:** Preparation and implementation of the Brownfield Plan is estimated to cost \$4,500.
- **Act 381 Work Plan Preparation/Implementation:** Preparation and implementation of the Act 381 Work Plan is estimated to cost \$7,500.
- **15% Contingency:** A 15% Contingency on future costs is included to cover unexpected cost overruns encountered during construction on future costs. The total contingency cost is anticipated at \$40,232.
- **Anticipated Eligible Activities Total Cost:** \$324,196

Anticipated Outcomes:

- **\$108,108** Initial Taxable Value (2024)
- **\$900,000** Estimated Future Taxable Value
- **\$2M** Estimated Total Investment
- **20 Years of Brownfield Plan Capture** (15 Years for the Developer + 5 Years for LBRF)



Act 381 Brownfield Plan

**Air Hydraulics Assembly Building
545 Hupp Avenue
City of Jackson, Jackson County, Michigan**

**Prepared For:
City of Jackson Brownfield Redevelopment Authority**

**Project No. 231485
June 3, 2024**

Act 381 Brownfield Plan

**Air Hydraulics Assembly Building
545 Hupp Avenue
City of Jackson, Jackson County, Michigan**

**Prepared For:
City of Jackson Brownfield Redevelopment Authority
Jackson, Michigan**

**June 3, 2024
Project No. 231485**

Recommended for Approval by the Brownfield Redevelopment Authority on: _____

Adopted by the City Council on: _____

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List of Abbreviations/Acronyms

- CoJBRA City of Jackson Brownfield Redevelopment Authority
- ESA Environmental Site Assessment
- LBRF Local Brownfield Revolving Fund
- PA Public Act
- TIF tax increment financing

1.0 Introduction

The City of Jackson Brownfield Redevelopment Authority (Authority or CoJBRA) was established pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, as amended (Act 381). Act 381 enables the Brownfield Redevelopment Authority to help facilitate the redevelopment of brownfields by providing economic development incentives through tax increment financing (TIF).

This Brownfield Plan permits the use of TIF to reimburse Air Hydraulics, Inc. (Developer) for the cost of eligible activities required to redevelop 545 Hupp Avenue, Jackson County, City of Jackson, Michigan (Eligible Property, Site or Property) – see Site Map (Figure 2).

1.1 Proposed Redevelopment and Future Use for Each Eligible Property

The Property is owned by A H P Inc. and is operated by Air Hydraulics, Inc., which is a manufacturer of pneumatic and hydraulic press equipment. The existing building footprint on site is 7,082 square feet. A portion of this building is no longer conducive to modern manufacturing, and Air Hydraulics, Inc. intends to demolish this portion of the building and construct a new addition. The new total building area will be 11,810 square feet. This will allow Air Hydraulics, Inc. to maintain and expand their manufacturing operations on site.

1.2 Eligible Property Information

The property is located in the City of Jackson (the “City”), a qualified local governmental unit pursuant to Act 381. The property qualifies as “Eligible Property” under Act 381 on the basis of meeting the definition of “Facility,” as defined in Part 201 of the Natural Resources and Environmental Protection Act (1994 PA 451). Phase I and Phase II Environmental Site Assessments (ESAs) have been completed. The Phase II ESA indicated that tetrachloroethene was detected in groundwater below generic Residential Cleanup criteria immediately south of the assembly/maintenance area. Fine fraction lead was detected in soil at concentrations in excess of the Residential Direct Contact criterion at two locations on the northernmost parcel of the Subject Property.

Parcel ID Nos.: 6-013800000, 6-13600000, 6-013500000, and 6-0135.1000

Address: 545 Hupp Avenue, Jackson, Jackson County, Michigan

Size: Approximately 1.1 acres

Legal descriptions are included under Section 2.8.

2.0 Information Required by Section 13(2) of the Statute

2.1 Description of Costs to Be Paid for With Tax Increment Revenues

This Plan has been developed to reimburse eligible brownfield costs incurred by the Developer to support the revitalization of underutilized land. New local and state tax increment revenues will be captured for reimbursement of eligible expenses, following approval of this Brownfield Plan. Base local and state taxes associated with the Property will continue to be levied and distributed to local and state taxing jurisdictions. No local debt or special assessment taxes will be captured to reimburse eligible activity costs.

The total cost of eligible activities, including contingencies, is anticipated to be \$324,196, described below in Section 2.2 and summarized in the below table. The capture of tax increment revenue for the Local Brownfield Revolving Fund (LBRF) is estimated to be \$135,518.

2.1.1 EGLE Eligible Activities

Pre-approved environmental costs are anticipated to be reimbursed through a Brownfield Plan using both state and local tax revenues. Eligible activities include pre-demolition survey, lead and asbestos abatement, and

department specific activities consisting primarily of excavation, transport, and disposal of contaminated soil. The total of these costs is anticipated to be \$140,370.

2.1.2 Public Infrastructure Improvements

Infrastructure improvements that directly benefit the eligible property include the sidewalks (\$3,500), curb and gutter (\$4,500), and urban storm water management systems (traditional) (\$69,750). The soft costs associated with Public Infrastructure Improvements are estimated to be \$2,500. The total cost of these activities is anticipated to be \$80,250.

2.1.3 Site Preparation

Site preparation activities are anticipated on the subject project and include clearing and grubbing (\$2,000) and geotechnical engineering (\$5,650). The soft costs associated with site demolition are estimated to be \$26,000. The total cost of these activities is anticipated to be \$33,650.

2.1.4 Lead, Asbestos, and Mold Abatement

Lead and Asbestos Abatement is anticipated on the eligible property. The cost for abatement including disposal and air monitoring is anticipated to be \$3,330.

2.1.5 Building Demolition

Building Demolition is anticipated on the eligible property. This includes building demolition and deconstruction. These costs are estimated to be \$32,184.

2.1.6 Brownfield Plan Preparation/Implementation

Preparation and implementation of the Brownfield Plan is estimated to cost \$4,500.

2.1.7 Act 381 Work Plan Preparation/Implementation

Preparation and implementation of the Act 381 Work Plan is estimated to cost \$7,500.

2.1.8 Contingency

A 15% Contingency on future costs is included to cover unexpected cost overruns encountered during construction on future costs. The total contingency cost is anticipated at \$40,232.

2.2 Summary of Eligible Activities

2.2.1 EGLE Eligible Activities

Pre-approved environmental costs are anticipated to be reimbursed through a Brownfield Plan using both state and local tax revenues. Eligible activities include pre-demolition survey, lead and asbestos abatement, and department specific activities.

2.2.2 Public Infrastructure Improvements

Infrastructure improvements that directly benefit the eligible property include the sidewalks, curb and gutter, urban storm water management systems (traditional), and soft costs.

2.2.3 Site Preparation

Site preparation activities are anticipated on the subject project and include clearing and grubbing, geotechnical engineering, and soft costs.

2.2.4 Lead, Asbestos, and Mold Abatement

Lead and Asbestos Abatement is anticipated on the eligible property.

2.2.5 Building Demolition

Building Demolition is anticipated on the eligible property. This includes building demolition and deconstruction.

2.2.6 Brownfield Plan Preparation/Implementation

Eligible activities include preparation and implementation of the Brownfield Plan.

2.2.7 Act 381 Work Plan Preparation/Implementation

Eligible activities include preparation and implementation of the Act 381 Work Plan.

2.2.8 Contingency

A 15% Contingency on future costs is included to cover unexpected cost overruns encountered during construction on future costs.

2.3 Estimate of Captured Taxable Value and Tax Increment Revenues

The initial taxable value will be the 2024 taxable value of all four parcels combined is \$108,108. The City Assessor estimated the future taxable value after development to be \$900,000. An estimate of the captured taxable value for this redevelopment by year is depicted in Table 2. This Plan captures real property tax increment revenues and assumes 1% annual increase in the taxable value of the Eligible Property.

Project activities will commence in 2024. Completion of construction is estimated in late 2024 or early 2025. Tax increment revenue collection will start within five years of this plan and is anticipated to begin as early as 2025, but no later than 2026.

2.4 Method of Financing and Description of Advances Made by the Municipality

The eligible activities contemplated under this Plan will be financed by the Developer. Reimbursement of approved Developer eligible costs will conform to a Development and Reimbursement Agreement between the Developer and the CoBRA. TIF utilizing new local and state tax increment revenue from the Project will be the source of the reimbursement, as outlined in this Plan. A method and agreement for reimbursement is included as Appendix 2.

2.5 Maximum Amount of Note or Bonded Indebtedness

At this time, there are no plans by the Authority to incur indebtedness to support the development of this Site, but such plans could be made in the future to assist in the development if the Authority so chooses.

2.6 Duration of Brownfield Plan

The Authority intends to begin the capture of tax increment revenue in 2025 or 2026. This Plan will then remain in place until the eligible activities have been fully reimbursed and up to five full years of capture into the LBRF (not to exceed the amount of eligible activities) is complete or tax capture reaches 30 years by statute, whichever occurs sooner. An analysis showing the reimbursement schedule is attached in Table 3.

2.7 Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions is illustrated in Table 2.

2.8 Legal Description, Property Map, Statement of Qualifying Characteristics and Personal Property

The Property is in the City of Jackson, Jackson County, Michigan, a qualified local unit of government. The property is qualified as "Facility" and consists of four parcels occupying approximately 1.1 acres. The parcel ID numbers for the Property are below. A Site Map is attached as Figure 2. The legal descriptions are as follows:

Parcel ID 6-013600000:

0136.1, 0137 LAND OWNED & USED AS ONE PARCEL & DESC AS LOTS 20 & 21 BLK 56 ELM GROVE AMENDED ADD ALSO BEG AT A PT ON NLY LN OF PARK PL 74.7 FT FROM INTERS OF PARK PL & HUPP AVE TH SWLY ALG PARK PL TO SE COR OF LOT 21 TH NWLY TO NE COR OF LOT 20 TH SELY TO BEG BEING PART OF LOT 12 BLK 56 ELM GROVE AMENDED ADD

Parcel ID 6-013800000:

SWLY 132 FT OF LOT 19 BLK 56 ELM GROVE ADD

Parcel ID 6-013500000:

LAND COM AT PT ON WLY LN OF DARLING ST (PARK PL) 12 RDS SLY OF SLY LN OF LIBERTY ST TH WLY AT R/A TO DARLING ST 8 RDS TH S PARA TO DARLING ST 2 RDS TH ELY TO W LN OF DARLING ST TH N 4 RDS TO POB ALSO A PIECE OF LAND W OF & ADJ ABOVE DESC LAND BEING 1 RD WIDE AT NLY END & RUNNING TO A POINT AT DARLING ST BEING PART OF LOTS 11 & 12 & SECOND DESC LAND MAKING A PIECE OF LAND 3 RDS WIDE ON NLY END WITH FRONTAGE 4 RDS ON DARLING ST ELM GROVE AMENDED ADD

Parcel ID 6-0135.1000:

COM AT NE COR OF LOT 10 BLK 56 ELM GROVE AMENDED ADD TH S 24 DEG 6' 27" W 165 FT ALG WLY R/W OF PARK PL TO POB TH S 24 DEG 6' 27" W 33 FT ALG WLY R/W LN OF PARK PL TH N 65 DEG 43' 3" W 135.45 FT TH S 47 DEG 55' 35" W 49.50 FT TH N 42 DEG 9' 19" W 123.46 FT TH N 47 DEG 50' 41" E 9.98 FT TH S 74 DEG 14' 59" E 133.76 FT TH S 65 DEG 43' 3" E 132.10 FT TO POB

2.9 Estimates of Residents and Displacement of Individuals/Families

There are no residents or families residing at this Property; thus, no residents, families, or individuals will be displaced by the Project.

2.10 Plan for Relocation of Displaced Persons

No persons reside on the Eligible Property. Therefore, this section is not applicable.

2.11 Provisions for Relocation Costs

No persons reside on the Eligible Property. Therefore, this section is not applicable.

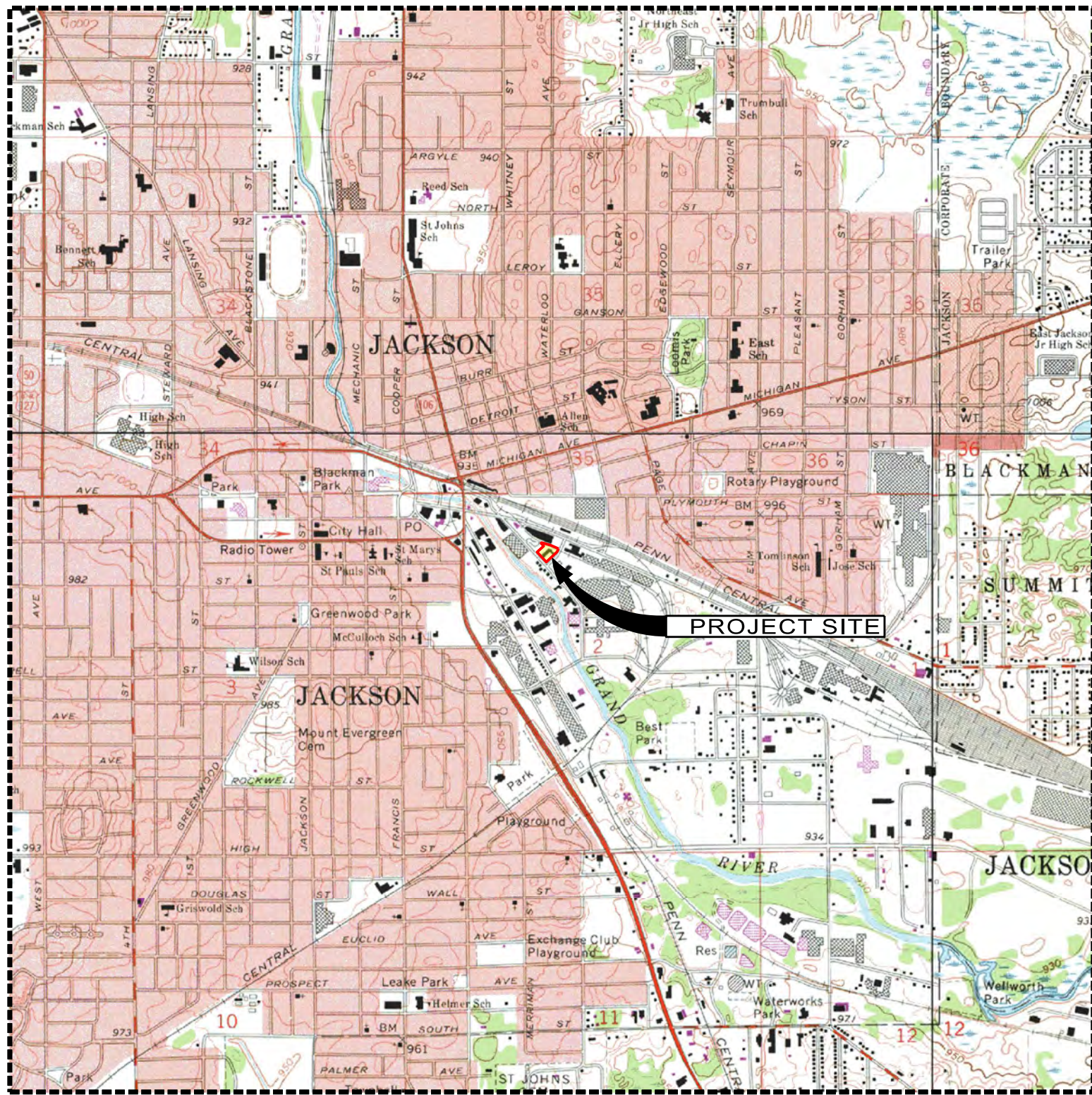
2.12 Strategy for Compliance with Michigan's Relocation Assistance Law

No persons reside on the Eligible Property. Therefore, this section is not applicable.

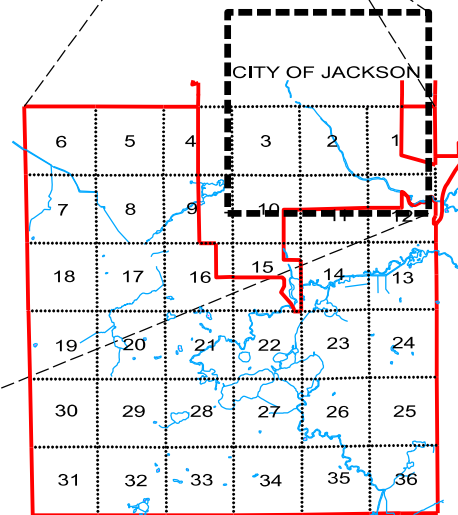
2.13 Other Material that the Authority or Governing Body Considers Pertinent

No information required.

Figures

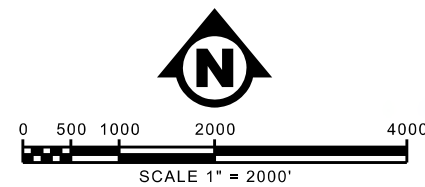


SOURCE: JACKSON NORTH AND JACKSON SOUTH, MICHIGAN USGS 7.5 MINUTE TOPOGRAPHIC QUADRANGLE MAPS
 MAPTECH1@ U.S. TERRAIN SERIES™ @MAPTECH, INC. 606-433-8500



T 3 S. R. 1 W.
 SUMMIT TOWNSHIP
 JACKSON COUNTY, MICHIGAN

090106_Site_Plan_Location_Map-000.pdf



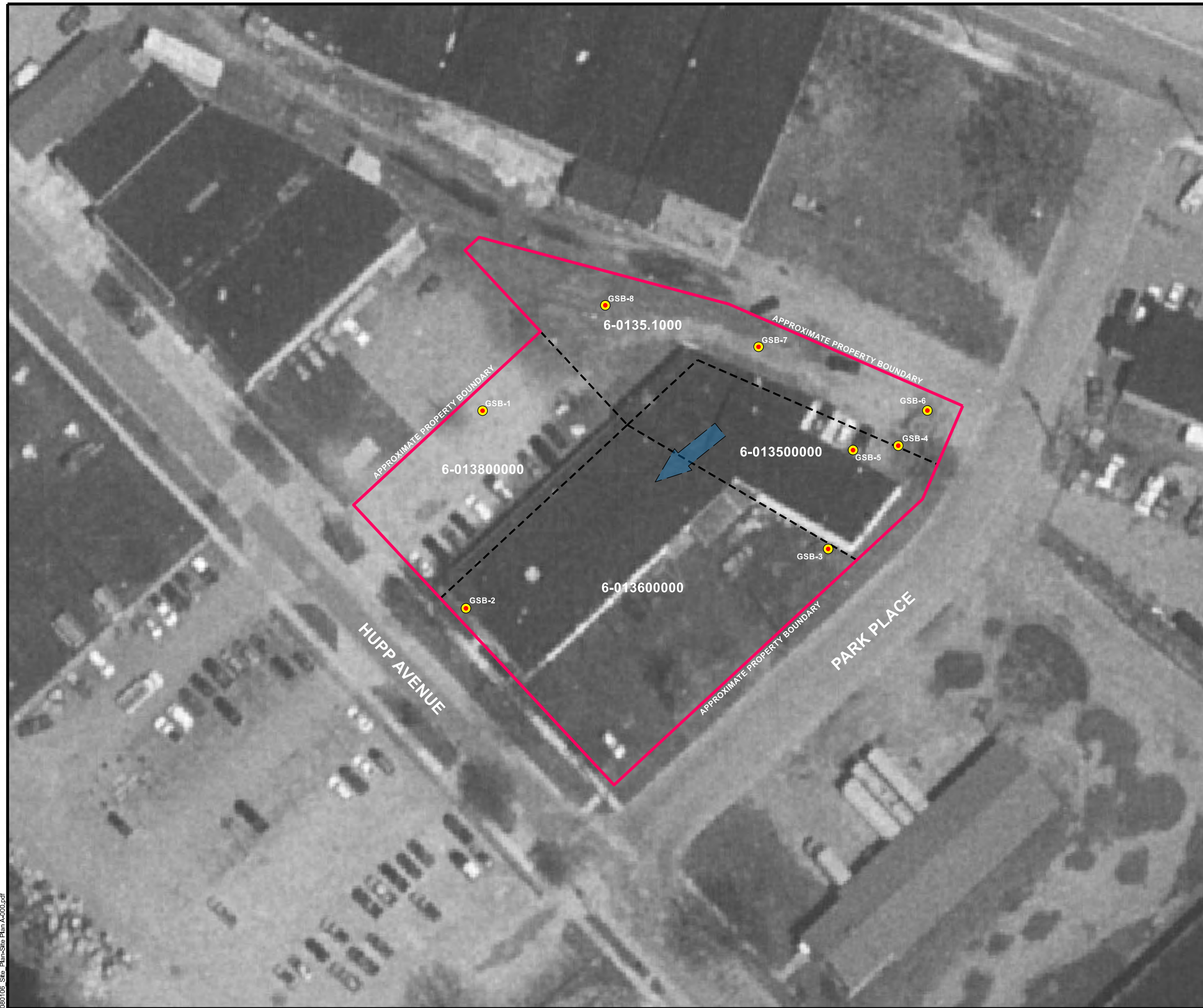
AIR HYDRAULICS, INC.
 545 HUPP AVENUE
 JACKSON, MICHIGAN

LOCATION MAP

PROJECT NO.
231485

FIGURE NO.

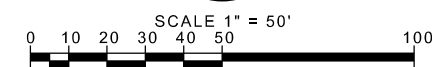
1



LEGEND

 GEOPROBE® SOIL BORING LOCATIONS

 PRESUMED GROUNDWATER FLOW DIRECTION



NOTE:
THIS IS NOT A PROPERTY BOUNDARY SURVEY. PROPERTY BOUNDARIES SHOWN ON THIS MAP ARE BASED ON AVAILABLE FURNISHED INFORMATION AND ARE APPROXIMATE ONLY AND SHOULD NOT BE USED TO ESTABLISH PROPERTY BOUNDARY LOCATION IN THE FIELD.

AIR HYDRAULICS, INC.

545 HUPP AVENUE
JACKSON, MICHIGAN

SITE PLAN



PROJECT NO.

231485

FIGURE No.

2

Tables

Table 1. Eligible Activities and Costs

EGLE Eligible Activities Costs and Schedule

EGLE Eligible Activities	Cost	Completion Season/Year
Baseline Environmental Assessment	\$2,250	2024/2025
<i>Asbestos, Lead and Mold Surveys</i>	\$2,250	
Due Care	\$1,500	2024/2025
<i>Investigation and Assessments</i>	\$1,500	
Department Specific Activities	\$118,800	2024/2025
<i>Excavation, Treatment, Transport, Disposal of Contaminated Soil</i>	\$108,000	
<i>Fill (backfill of environmental removals)</i>	\$10,800	
EGLE Eligible Activities Subtotal	\$122,550	2024/2025
Contingency (15%)	\$17,820	
Interest (0%)	\$0	
EGLE Eligible Activities Total Costs	\$140,370	

MSF Eligible Activities Costs and Schedule

MSF Eligible Activities	Cost	Completion Season/Year
Public Infrastructure Improvements	\$80,250	2024/2025
<i>Sidewalks</i>	\$3,500	
<i>Curb and Gutter</i>	\$4,500	
<i>Urban Storm Water Management Systems (Traditional)</i>	\$69,750	
<i>Soft Costs (Engineering, Design, Survey, Legal, Other Professional)</i>	\$2,500	
Site Preparation	\$33,650	2024/2025
<i>Clearing and Grubbing</i>	\$2,000	
<i>Geotechnical Engineering</i>	\$5,650	
<i>Soft Costs (Engineering, Design, Survey, Legal, Other Professional)</i>	\$26,000	
Lead, Asbestos, Mold Abatement	\$3,330	2024/2025
<i>Abatement Including Disposal and Air Monitoring</i>	\$3,330	
Building Demolition	\$32,184	2024/2025
<i>Building Demolition/Deconstruction</i>	\$32,184	
MSF Eligible Activities Subtotal	\$149,414	2024/2025
Contingency (15%)	\$22,412	
Interest (0%)	\$0	
Brownfield Plan Preparation/Implementation	\$4,500	
Act 381 Work Plan Preparation/Implementation	\$7,500	
MSF Eligible Activities Total Costs	\$183,826	

Table 2: Tax Increment Revenue Capture Estimates
 AIR HYDRAULICS ASSEMBLY BUILDING
 545 Hupp Avenue
 Jackson, Michigan
 June 2024

Estimated Taxable Value (TV) Increase Rate: 1%

Plan Year	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	TOTAL	
Calendar Year	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043		
*Base Taxable Value	\$ 108,108	\$ 108,108	\$ 108,108	\$ 108,108	\$ 108,108	\$ 108,108	\$ 108,108	\$ 108,108	\$ 108,108	\$ 108,108	\$ 108,108	\$ 108,108	\$ 108,108	\$ 108,108	\$ 108,108	\$ 108,108	\$ 108,108	\$ 108,108	\$ 108,108	\$ 108,108	\$ 108,108	
Estimated New TV	\$ 900,000	\$ 909,000	\$ 918,090	\$ 927,271	\$ 936,544	\$ 945,909	\$ 955,368	\$ 964,922	\$ 974,571	\$ 984,317	\$ 994,160	\$ 1,004,102	\$ 1,014,143	\$ 1,024,284	\$ 1,034,527	\$ 1,044,872	\$ 1,055,321	\$ 1,065,874	\$ 1,076,533	\$ 1,087,298		
Incremental Difference (New TV - Base TV)	\$ 791,892	\$ 800,892	\$ 809,982	\$ 819,163	\$ 828,436	\$ 837,801	\$ 847,260	\$ 856,814	\$ 866,463	\$ 876,209	\$ 886,052	\$ 895,994	\$ 906,035	\$ 916,176	\$ 926,419	\$ 936,764	\$ 947,213	\$ 957,766	\$ 968,425	\$ 979,190		
School Capture																						
Millage Rate																						
State Education Tax (SET)	6.0000	\$ 4,751	\$ 4,805	\$ 4,860																		\$ 14,417
School Operating Tax	18.0000	\$ 14,254	\$ 14,416	\$ 14,580																		\$ 43,250
School Total	24.0000	\$ 19,005	\$ 19,221	\$ 19,440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,666
Local Capture																						
Millage Rate																						
Med Care	0.2476	\$ 196	\$ 198	\$ 201	\$ 203	\$ 205	\$ 207	\$ 210	\$ 212	\$ 215	\$ 217	\$ 219	\$ 222	\$ 224	\$ 227	\$ 229	\$ 232	\$ 235	\$ 237	\$ 240	\$ 242	\$ 4,371
Senior Services	0.5966	\$ 472	\$ 478	\$ 483	\$ 489	\$ 494	\$ 500	\$ 505	\$ 511	\$ 517	\$ 523	\$ 529	\$ 535	\$ 541	\$ 547	\$ 553	\$ 559	\$ 565	\$ 571	\$ 578	\$ 584	\$ 10,533
Lifeways	0.4947	\$ 392	\$ 396	\$ 401	\$ 405	\$ 410	\$ 414	\$ 419	\$ 424	\$ 429	\$ 433	\$ 438	\$ 443	\$ 448	\$ 453	\$ 458	\$ 463	\$ 469	\$ 474	\$ 479	\$ 484	\$ 8,734
County Parks	0.4954	\$ 392	\$ 397	\$ 401	\$ 406	\$ 410	\$ 415	\$ 420	\$ 424	\$ 429	\$ 434	\$ 439	\$ 444	\$ 449	\$ 454	\$ 459	\$ 464	\$ 469	\$ 474	\$ 480	\$ 485	\$ 8,746
Animal Control	0.2476	\$ 196	\$ 198	\$ 201	\$ 203	\$ 205	\$ 207	\$ 210	\$ 212	\$ 215	\$ 217	\$ 219	\$ 222	\$ 224	\$ 227	\$ 229	\$ 232	\$ 235	\$ 237	\$ 240	\$ 242	\$ 4,371
Library	1.7411	\$ 1,379	\$ 1,394	\$ 1,410	\$ 1,426	\$ 1,442	\$ 1,459	\$ 1,475	\$ 1,492	\$ 1,509	\$ 1,526	\$ 1,543	\$ 1,560	\$ 1,577	\$ 1,595	\$ 1,613	\$ 1,631	\$ 1,649	\$ 1,668	\$ 1,686	\$ 1,705	\$ 30,739
Jackson ISD Oper	0.1700	\$ 135	\$ 136	\$ 138	\$ 139	\$ 141	\$ 142	\$ 144	\$ 146	\$ 147	\$ 149	\$ 151	\$ 152	\$ 154	\$ 156	\$ 157	\$ 159	\$ 161	\$ 163	\$ 165	\$ 166	\$ 3,001
Jackson ISD Voc	1.0643	\$ 843	\$ 852	\$ 862	\$ 872	\$ 882	\$ 892	\$ 902	\$ 912	\$ 922	\$ 933	\$ 943	\$ 954	\$ 964	\$ 975	\$ 986	\$ 997	\$ 1,008	\$ 1,019	\$ 1,031	\$ 1,042	\$ 18,790
Jackson ISD Spec	2.3492	\$ 1,860	\$ 1,881	\$ 1,903	\$ 1,924	\$ 1,946	\$ 1,968	\$ 1,990	\$ 2,013	\$ 2,035	\$ 2,058	\$ 2,082	\$ 2,105	\$ 2,128	\$ 2,152	\$ 2,176	\$ 2,201	\$ 2,225	\$ 2,250	\$ 2,275	\$ 2,300	\$ 41,475
Jackson ISD Sp12	0.7704	\$ 610	\$ 617	\$ 624	\$ 631	\$ 638	\$ 645	\$ 653	\$ 660	\$ 668	\$ 675	\$ 683	\$ 690	\$ 698	\$ 706	\$ 714	\$ 722	\$ 730	\$ 738	\$ 746	\$ 754	\$ 13,601
City Oper	6.6828	\$ 5,292	\$ 5,352	\$ 5,413	\$ 5,474	\$ 5,536	\$ 5,599	\$ 5,662	\$ 5,726	\$ 5,790	\$ 5,856	\$ 5,921	\$ 5,988	\$ 6,055	\$ 6,123	\$ 6,191	\$ 6,260	\$ 6,330	\$ 6,401	\$ 6,472	\$ 6,544	\$ 125,444
JTA	0.9897	\$ 784	\$ 793	\$ 802	\$ 811	\$ 820	\$ 829	\$ 839	\$ 848	\$ 858	\$ 867	\$ 877	\$ 887	\$ 897	\$ 907	\$ 917	\$ 927	\$ 937	\$ 948	\$ 958	\$ 969	\$ 17,473
City Pub Imp	1.9092	\$ 1,512	\$ 1,529	\$ 1,546	\$ 1,564	\$ 1,582	\$ 1,600	\$ 1,618	\$ 1,636	\$ 1,654	\$ 1,673	\$ 1,692	\$ 1,711	\$ 1,730	\$ 1,749	\$ 1,769	\$ 1,788	\$ 1,808	\$ 1,829	\$ 1,849	\$ 1,869	\$ 33,707
City Pol/Fire	8.6081	\$ 6,817	\$ 6,894	\$ 6,972	\$ 7,051	\$ 7,131	\$ 7,212	\$ 7,293	\$ 7,376	\$ 7,459	\$ 7,542	\$ 7,627	\$ 7,713	\$ 7,799	\$ 7,887	\$ 7,975	\$ 8,064	\$ 8,154	\$ 8,245	\$ 8,336	\$ 8,429	\$ 151,976
Local Total	26.3667	\$ 20,880	\$ 21,117	\$ 21,357	\$ 21,599	\$ 21,843	\$ 22,090	\$ 22,339	\$ 22,591	\$ 22,846	\$ 23,103	\$ 23,362	\$ 23,624	\$ 23,889	\$ 24,157	\$ 24,427	\$ 24,699	\$ 24,975	\$ 25,253	\$ 25,534	\$ 25,818	\$ 465,503
Non-Capturable Millages																						
Millage Rate																						
City Hall Debt	0.9500	\$ 752	\$ 761	\$ 769	\$ 778	\$ 787	\$ 796	\$ 805	\$ 814	\$ 823	\$ 832	\$ 842	\$ 851	\$ 861	\$ 870	\$ 880	\$ 890	\$ 900	\$ 910	\$ 920	\$ 930	\$ 16,772
JPS Debt 2004	1.1205	\$ 887	\$ 908	\$ 918	\$ 928	\$ 939	\$ 949	\$ 960	\$ 971	\$ 982	\$ 993	\$ 1,004	\$ 1,015	\$ 1,027	\$ 1,038	\$ 1,050	\$ 1,061	\$ 1,073	\$ 1,085	\$ 1,097	\$ 1,109	\$ 19,782
JPS Debt 2018	3.4757	\$ 2,752	\$ 2,784	\$ 2,815	\$ 2,847	\$ 2,879	\$ 2,912	\$ 2,945	\$ 2,978	\$ 3,012	\$ 3,045	\$ 3,080	\$ 3,114	\$ 3,149	\$ 3,184	\$ 3,220	\$ 3,256	\$ 3,292	\$ 3,329	\$ 3,366	\$ 3,403	\$ 34,033
JPS Debt 2009	1.6038	\$ 1,270	\$ 1,284	\$ 1,299	\$ 1,314	\$ 1,329	\$ 1,344	\$ 1,359	\$ 1,374	\$ 1,390	\$ 1,405	\$ 1,421	\$ 1,437	\$ 1,453	\$ 1,469	\$ 1,486	\$ 1,502	\$ 1,519	\$ 1,536	\$ 1,553	\$ 1,570	\$ 28,315
Total Non-Capturable Taxes	2.0705	\$ 1,640	\$ 1,658	\$ 1,677	\$ 1,696	\$ 1,715	\$ 1,735	\$ 1,754	\$ 1,774	\$ 1,794	\$ 1,814	\$ 1,835	\$ 1,855	\$ 1,876	\$ 1,897	\$ 1,918	\$ 1,940	\$ 1,961	\$ 1,983	\$ 2,005	\$ 2,027	\$ 36,555
Total Tax Increment Revenue (TIR) Available for Capture	\$ 39,885	\$ 40,338	\$ 40,796	\$ 41,259	\$ 41,723	\$ 42,188	\$ 42,654	\$ 43,121	\$ 43,589	\$ 44,058	\$ 44,528	\$ 44,999	\$ 45,471	\$ 45,944	\$ 46,418	\$ 46,893	\$ 47,369	\$ 47,846	\$ 48,324	\$ 48,803	\$ 49,283	\$ 523,169

Footnotes:
 Provide footnotes, as needed

Table 3: Tax Increment Revenue Reimbursement Allocation
 AIR HYDRAULICS ASSEMBLY BUILDING
 545 Hupp Avenue
 Jackson, Michigan
 June 2024

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	47.7%	\$ 324,196	\$ -	\$ 324,196
Local	52.3%	\$ -	\$ -	\$ -
TOTAL				
MSF	0.0%	\$ 183,826	\$ -	\$ 183,826
EGLE	100.0%	\$ 140,370	\$ -	\$ 140,370

Estimated Total
Years of Plan: 20

Estimated Capture	
BF Plan Implementation/Administrative Fees	\$ 46,550
State Brownfield Redevelopment Fund	\$ 7,208
Local Brownfield Revolving Fund	\$ 135,518

Year of Plan	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	TOTAL
Total State Incremental Revenue	\$ 19,005	\$ 19,221	\$ 19,440	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 57,666
State Brownfield Redevelopment Fund (50% of SET)	\$ (2,376)	\$ (2,403)	\$ (2,430)	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ (7,208)
State TIR Available for Reimbursement	\$ 16,630	\$ 16,819	\$ 17,010	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 50,458
Total Local Incremental Revenue	\$ 20,880	\$ 21,117	\$ 21,357	\$ 21,599	\$ 21,843	\$ 22,090	\$ 22,339	\$ 22,591	\$ 22,846	\$ 23,103	\$ 23,362	\$ 23,624	\$ 23,889	\$ 24,157	\$ 24,427	\$ 24,699	\$ 24,975	\$ 25,253	\$ 25,534	\$ 25,818	\$ 465,503
BF Plan Implementation Costs (10%)	\$ (2,088)	\$ (2,112)	\$ (2,136)	\$ (2,160)	\$ (2,184)	\$ (2,209)	\$ (2,234)	\$ (2,259)	\$ (2,285)	\$ (2,310)	\$ (2,336)	\$ (2,362)	\$ (2,389)	\$ (2,416)	\$ (2,443)	\$ (2,470)	\$ (2,497)	\$ (2,525)	\$ (2,553)	\$ (2,582)	\$ (46,550)
Local TIR Available for Reimbursement	\$ 18,792	\$ 19,005	\$ 19,221	\$ 19,439	\$ 19,659	\$ 19,881	\$ 20,106	\$ 20,332	\$ 20,561	\$ 20,792	\$ 21,026	\$ 21,262	\$ 21,500	\$ 21,741	\$ 21,984	\$ 22,229	\$ 22,477	\$ 22,728	\$ 22,981	\$ 23,236	\$ 418,952
Total State & Local TIR Available	\$ 35,421	\$ 35,824	\$ 36,231	\$ 19,439	\$ 19,659	\$ 19,881	\$ 20,106	\$ 20,332	\$ 20,561	\$ 20,792	\$ 21,026	\$ 21,262	\$ 21,500	\$ 21,741	\$ 21,984	\$ 22,229	\$ 22,477	\$ 22,728	\$ 22,981	\$ 23,236	\$ 469,410
ENTITY	Beginning Balance																				
ENTITY Reimbursement Balance	\$ 324,196	\$ 288,775	\$ 252,951	\$ 226,416	\$ 206,977	\$ 187,318	\$ 167,437	\$ 147,332	\$ 126,999	\$ 106,438	\$ 85,646	\$ 64,620	\$ 43,358	\$ 21,858	\$ 117	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)
MEDC Non-Environmental Costs	\$ 146,814	\$ 146,814	\$ 128,022	\$ 109,017	\$ 89,796	\$ 70,358	\$ 50,699	\$ 30,818	\$ 10,712	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ 146,814	\$ 18,792	\$ 19,005	\$ 19,221	\$ 19,439	\$ 19,659	\$ 19,881	\$ 20,106	\$ 20,332	\$ 20,561	\$ 20,792	\$ 21,026	\$ 21,262	\$ 21,500	\$ 21,741	\$ 21,984	\$ 22,229	\$ 22,477	\$ 22,728	\$ 22,981	\$ 146,814
Total MEDC Reimbursement Balance	\$ 146,814	\$ 128,022	\$ 109,017	\$ 89,796	\$ 70,358	\$ 50,699	\$ 30,818	\$ 10,712	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 146,814
Pre-approved Non-environmental Activities	\$ 37,012	\$ 37,012	\$ 24,132	\$ 7,314	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)
State Tax Reimbursement	\$ 37,012	\$ 12,880	\$ 16,819	\$ 7,314	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total MEDC Reimbursement Balance	\$ 37,012	\$ 24,132	\$ 7,314	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ (0)	\$ 37,012
EGLE Environmental Costs	\$ 140,370	\$ 140,370	\$ 136,620	\$ 136,620	\$ 136,620	\$ 136,620	\$ 136,620	\$ 136,620	\$ 136,620	\$ 127,000	\$ 106,439	\$ 85,646	\$ 64,620	\$ 43,358	\$ 21,858	\$ 117	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Reimbursement	\$ 3,750	\$ 3,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ 136,620	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 9,620	\$ 20,561	\$ 20,792	\$ 21,026	\$ 21,262	\$ 21,500	\$ 21,741	\$ 21,984	\$ 22,229	\$ 22,477	\$ 22,728	\$ 136,620
Total EGLE Reimbursement Balance	\$ 140,370	\$ 136,620	\$ 136,620	\$ 136,620	\$ 136,620	\$ 136,620	\$ 136,620	\$ 136,620	\$ 136,620	\$ 127,000	\$ 106,439	\$ 85,646	\$ 64,620	\$ 43,358	\$ 21,858	\$ 117	\$ -	\$ -	\$ -	\$ -	\$ -
Local Only Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Local Only Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual ENTITY Reimbursement	\$ 35,421	\$ 35,824	\$ 26,535	\$ 19,439	\$ 19,659	\$ 19,881	\$ 20,106	\$ 20,332	\$ 20,561	\$ 20,792	\$ 21,026	\$ 21,262	\$ 21,500	\$ 21,741	\$ 21,984	\$ 22,229	\$ 22,477	\$ 22,728	\$ 22,981	\$ 23,236	\$ 324,196
ENTITY	Beginning																				
LOCAL BROWNFIELD REVOLVING FUND																					
LBRF Deposits*	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Capture	\$ 3,750	\$ -	\$ -	\$ 3,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,750
Local Tax Capture	\$ 283,434	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total LBRF Capture	\$ 287,184	\$ -	\$ -	\$ 3,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,750
Total LBRF Available	\$ 287,184	\$ -	\$ -	\$ 3,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,750
Total LBRF Available	\$ 287,184	\$ -	\$ -	\$ 3,750	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,750

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Footnotes:
Provide footnotes, as needed

Appendix 1

JACKSON, MICHIGAN

**RESOLUTION ADOPTING A BROWNFIELD PLAN
OF
AIR HYDRAULICS ASSEMBLY BUILDING
BY THE CITY OF JACKSON, MICHIGAN
PURSUANT TO AND IN ACCORDANCE WITH
THE PROVISIONS OF ACT 381 OF THE PUBLIC ACTS
OF THE STATE OF MICHIGAN OF 1996, AS AMENDED**

At a regular meeting of the Board of Commissioners of the City of Jackson, Michigan, held in City Council Chambers, City Hall located at 161 W Michigan Avenue, Jackson, Michigan 49201, on the _____ day of _____ 2024 at ____ PM.

PRESENT:

ABSENT:

MOTION BY:

SUPPORTED BY:

WHEREAS, the City of Jackson, pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of the State of Michigan of 1996, as amended (the "Act"), has formally resolved to participate in the Brownfield Redevelopment Authority (BRA) of the City of Jackson (the "Authority") and have designated that all related activities shall proceed through the BRA; and

WHEREAS, the Authority, pursuant to and in accordance with Section 13 of the Act, has reviewed, and recommended for approval by the Jackson City Council, the Brownfield Plan (the "Plan") attached hereto, to be carried out within the City of Jackson, relating to the development of property located at 545 Hupp Ave, Jackson, Michigan (the "Site"), as shown in Figures 1 and 2 of the Plan and more particularly described in the legal description of the property contained within the attached Plan; and

WHEREAS, the Jackson City Council have reviewed the Plan, and have been provided a reasonable opportunity to express their views and recommendations regarding the Plan and in accordance with Section 14(5) of the Act; and

WHEREAS, the Jackson City Council have noticed and held a public hearing in accordance with Section 14 (1, 2, 3, 4, and 5) of the Act, and

WHEREAS, the City of Jackson Brownfield Redevelopment Authority has passed a resolution supporting the adoption of the Plan;

WHEREAS, the Jackson City Council have made the following determinations and findings:

1. The Plan constitutes a public purpose under the Act;
2. The Plan meets all of the requirements for a Brownfield plan set forth in Section 13 of the Act;
3. The proposed method of financing the costs of the eligible activities, as described in the Plan, was feasible and the Authority has the ability to arrange the financing;
4. The costs of the eligible activities proposed in the Plan are reasonable and necessary to carry out the purposes of the Act; and
5. The amount of captured taxable value estimated to result from the adoption of the Plan is reasonable; and

WHEREAS, as a result of the review of the Plan the Jackson City Council concur with the approval of the individual Plan.

NOW, THEREFORE BE IT RESOLVED THAT:

1. **Plan Support.** Pursuant to the authority vested in the Jackson City Council, by the Act, the Plan is hereby supported in the form attached to this Resolution.
2. **Severability.** Should any section, clause, or phrase of this Resolution be declared by the courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
3. **Repeals.** All resolutions or parts of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

AYES:

NAYES:

ABSTAINED:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)

)§

CITY OF JACKSON)ss:

I, the undersigned, the fully qualified and acting Clerk of the City of Jackson, State of Michigan, do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Jackson City Council at a regular meeting held on the ____ day of _____ 2024, the original of which resolution is on file in my office.

IN WITNESS WHEREOF, I have hereunto set my official signature
this ____ day of _____ 2024.

Andrea Muray

City of Jackson Clerk

Appendix 2

DEVELOPMENT AND REIMBURSEMENT AGREEMENT

THIS DEVELOPMENT AND REIMBURSEMENT AGREEMENT (the “**Agreement**”) is made on _____, 2024, by and between the CITY OF JACKSON, a Michigan municipal corporation, whose address is 161 W. Michigan Avenue, Jackson, Michigan 49201 (the “**City**”), the CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY, a Michigan public body corporate, whose address is 161 W. Michigan Avenue, Jackson, Michigan 49201 (the “**Authority**”), and Air Hydraulics Inc., a Michigan corporation, whose address is 545 Hupp Avenue, Jackson, MI 49203 (the “**Developer**”).

RECITALS

A. Pursuant to P.A. 381 of 1996, as amended, (“**Act 381**”), the Authority recommended adoption of a brownfield plan (the “**Brownfield Plan**”) on _____, 2024 to add property located at and adjacent to 545 Hupp Avenue, Jackson, Michigan (the “**Property**”).

B. The Developer owns the Property, which is included in the Brownfield Plan as an “eligible property” because it is a “facility” as defined by Act 381.

C. The Developer intends to conduct eligible activities on the Property in order to address brownfield conditions and redevelop the site by constructing a new building addition to create additional space for manufacturing, (the “**Project**”). The Project will include environmental activities, asbestos survey and abatement activities, demolition costs, site preparation activities, public infrastructure improvements, and brownfield plan/work plan preparation (the “**Eligible Activities**”), all as described in the

Brownfield Plan and eligible for reimbursement under Act 381. The total cost of Eligible Activities is \$324,196 (the “**Total Eligible Brownfield TIF Costs**”).

D. Act 381 permits the Authority to capture and use the school tax (where applicable) and local property tax revenues (both real and personal property) generated from the incremental increase in property value of a redeveloped brownfield site constituting an “eligible property” under Act 381 to pay or to reimburse the cost of Eligible Activities conducted on the “eligible property” (the “**Brownfield TIF Revenue**”).

E. In accordance with Act 381, the parties desire to establish the procedure for using the available Brownfield TIF Revenue generated from the Property to reimburse the Developer or others for completion of Eligible Activities on the Property in amounts not to exceed the Total Eligible Brownfield TIF Costs.

NOW, THEREFORE, the parties agree as follows:

1. Reimbursement Source.

During the Term (defined below) of this Agreement, and except as set forth in Paragraph 3 below, the Authority shall reimburse the Developer or their assigns for the cost of its Eligible Activities conducted on the Property from the Brownfield TIF Revenue collected from the Property. The amount reimbursed to the Developer or their assigns for the Eligible Activities shall not exceed the Total Eligible Brownfield TIF Costs. The cost of Eligible Activities conducted by Developer prior to the approval of the Brownfield Plan by the Authority, which are included in the Total Eligible Brownfield TIF Costs, are eligible for reimbursement from the Brownfield TIF Revenue collected from the Property. The Authority shall capture Brownfield TIF Revenue from the Property and reimburse the Developer or their assigns for Eligible Activities for the term set forth in section 4,

below. Reimbursement payments shall be made on an annual basis as incremental local and school taxes are captured and available.

2. Capture of Taxes.

During the term of this Agreement, the Authority shall capture all available Brownfield TIF Revenue from the Property as allowed under the Plan and use those revenues as provided in this Agreement.

3. Reimbursement Process.

(a) Developer shall submit to the Authority a “Request for Cost Reimbursement” of Eligible Activities paid for by the Developer on or before twelve (12) months after an unconditional certificate of occupancy has been issued for the Project. All costs for the Eligible Activities must be consistent with the approved Brownfield Plan. The Developer must include documentation sufficient for the Authority to determine whether the costs incurred were for Eligible Activities, including detailed construction draws or invoices and proof of payment or lien waivers. Copies of all invoices for Eligible Activities must note what Eligible Activities they support.

(b) Unless the Authority disputes whether such costs are for Eligible Activities within sixty (60) days after receiving a Request for Cost Reimbursement from the Developer, the Authority shall pay the Developer the amounts for which submissions have been made pursuant to paragraph 3(a) of this Agreement as set forth in paragraph 1 of this Agreement. The Developer shall cooperate with the Authority’s review by providing information and documentation to supplement the Request for Cost Reimbursement which may be reasonably requested by the Authority during its sixty (60) day review period. If the Authority determines that the requested costs are deemed

ineligible for reimbursement, the Authority shall notify the Developer in writing of its reasons for rejection within the Authority's sixty (60) day review period. The Developer shall then have forty-five (45) days to provide supplemental information or documents to the Authority demonstrating that the costs are eligible for reimbursement. A meeting of the Authority Board will be scheduled to render a final decision of the Authority on the reimbursement request.

(c) The Authority shall send all payments to the Developer or their assigns by U.S. mail, addressed to the Developer at the address shown above, or by electronic funds transfer directly to Developer's bank account. Developer may change the address by providing written notice sent by U.S. mail to the Authority.

(d) Payments to the developer will be made from available Brownfield TIF Revenue. If a partial payment is made by the Authority because of insufficient Brownfield TIF Revenue, the Authority shall make additional payments toward the remaining amount in subsequent fiscal years upon receipt of additional Brownfield TIF Revenue from the Property until all of the amounts for which submissions have been made have been fully paid to Developer or their assigns or the end of the Term (defined below), whichever occurs first. The Authority is not required to reimburse the Developer from any other source of revenue but may do so at its sole discretion.

(e) The Authority may charge an Administrative Expense on an annual basis for its actual cost of administering the Plan. The Administrative Expense will be paid for from Brownfield TIF Revenue on an annual or semi-annual basis prior to making payments to the Developer, or their assigns, from the remaining available Brownfield

TIF Revenue. This fee, if administered, will be 10% of the available tax increment revenues each year.

4. Term of Agreement.

The Authority shall capture Brownfield TIF Revenue from the Property and reimburse the Developer or their assigns for Eligible Activities until such time as the Developer is fully reimbursed for the Eligible Activities set forth in the Brownfield Plan and approved in accordance with section 3, above (the “**Term**”).

5. Adjustments.

In the event that a state agency of competent jurisdiction conducting an audit of payments made to the Developer under this Agreement or a court of competent jurisdiction determines that any portion of the payments made to the Developer under this Agreement is unlawful, the Developer shall pay back to the Authority that portion of the payments made to the Developer within 30 days of the determination made by a state agency or the court as the case may be. However, the Developer shall have the right, before any such repayment is made, to appeal on its or the Authority’s behalf, any such determination made by a state agency or court as the case may be. If the Developer is unsuccessful in such an appeal, the Developer shall repay the portion of payments found to be unlawful to the Authority within thirty (30) days of the date when the final determination is made on the appeal. Nothing in this Agreement shall limit the right of the Developer to appeal any tax assessment.

If the Developer appeals any tax assessment, the Authority shall place available Brownfield TIF Revenues in escrow and will dispense the appropriate Brownfield TIF Revenues upon final adjudication of the appeal by a court of competent jurisdiction.

6. Legislative Authorization.

This Agreement is governed by and subject to the restrictions set forth in Act 381. If there is legislation enacted in the future that alters or affects the amount of Brownfield TIF Revenue subject to capture, eligible property, or eligible activities, then the Developer's rights and the Authority's obligations under this Agreement shall be modified accordingly as required by law, or by agreement of the parties.

7. Notices.

All notices shall be given by registered or certified mail addressed to the parties at their respective addresses as shown above. Any party may change the address by written notice sent by registered or certified mail to the other party.

8. Assignment.

This Agreement and the rights and obligations under this Agreement shall not be assigned or otherwise transferred by any party without the consent of the other party, which shall not be unreasonably withheld, *provided, however*, the Developer may assign its interest in this Agreement to an affiliate without the prior written consent of the Authority, *provided*, any such assignee shall acknowledge to the Authority in writing on or prior to the effective date of such assignment its obligations upon assignment under this Agreement, *provided, further*, that the Developer may make a collateral assignment of the Brownfield TIF Revenue for project financing purposes. As used in this paragraph, "affiliate" means any corporation, company, partnership, limited liability company, trust, sole proprietorship or other entity or individual which (a) is owned or controlled by such Developer, (b) owns or controls such Developer or (c) is under

common ownership or control with such Developer. This Agreement shall be binding upon any successors or permitted assigns of the parties.

9. Promotion and Marketing.

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

10. Cooperation.

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

11. Entire Agreement.

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

12. Non-Waiver.

No delay or failure by any party to exercise any right under this Agreement, and no partial or single exercise of that right, constitutes a waiver of that or any other right, unless otherwise expressly provided herein.

13. Headings.

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

14. Governing Law.

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

15. Counterparts.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

16. Binding Effect.

The provisions of this Agreement shall be binding upon and inure to the benefit of all the parties and their respective heirs, legal representatives, successors and assigns.

[Signature page follows]

The parties have executed this Agreement on the date set forth above.

CITY OF JACKSON

By: _____

Its: _____

CITY OF JACKSON BROWNFIELD
REDEVELOPMENT AUTHORITY

By: _____

Its: _____

AIR HYDRAULICS, INC.

By: _____

Its: _____

Appendix 3

NOTICE TO ALL TAXING JURISDICTIONS

The City of Jackson proposes to approve a Brownfield Plan for a property in the City of Jackson, Jackson, Michigan.

The City of Jackson has established a Brownfield Redevelopment Authority (the "Authority") in accordance with the Brownfield Redevelopment Act, Act No. 381 of the Michigan Public Acts of 1996, as amended (the "Act"). The Act was enacted to provide a means for local units of government to facilitate the revitalization of environmentally impacted, functionally obsolete, or blighted properties. The Act permits the use of tax increment financing in order to provide the Authority with the means of financing the redevelopment project included in a Brownfield Plan.

The Authority Board has reviewed and recommended the adoption of a Brownfield Plan related to the development of four parcels of property located at 545 Hupp Ave, Jackson, Michigan. The property is four parcels that will be redeveloped into a new, extended building to maintain and expand the manufacturing operations of Air Hydraulics, Inc. onsite.

The property qualifies as "eligible property" under Act 381 on the basis of meeting the definition of a "facility" as defined in the Brownfield Redevelopment Financing Act (1996 PA 381).

This Brownfield Plan provides a means for the developer to recover their costs of eligible activities which primarily includes pre-approved environmental activities, asbestos abatement, building demolition, and site preparation costs.

The plan will be considered for adoption at the _____, 2024 meeting of the Jackson City Council held at _____ pm in the City Council Chambers, at Jackson City Hall, 161 W Michigan Avenue, Jackson, Michigan 49201. If you have any questions or comments concerning the Brownfield Redevelopment Authority or the adoption of the Plan you may attend the meeting and express those concerns during the Public Hearing. You may also direct inquiries to Chris Atkin, catkin@cityofjackson.org, or at (517) 768-6433.

Dated: _____, 2024

Appendix 4

NOTICE OF PUBLIC HEARING

CITY OF JACKSON BROWNFIELD REDEVELOPMENT AUTHORITY

**REGARDING THE ADOPTION OF A BROWNFIELD PLAN
OF
AIR HYDRAULICS ASSEMBLY BUILDING, CITY OF JACKSON
JACKSON COUNTY, MICHIGAN**

TO ALL INTERESTED PERSONS IN JACKSON COUNTY

PLEASE TAKE NOTICE that the Jackson City Council will hold a Public Hearing on _____, the ___ day of _____ 2024, at approximately _____ pm, Eastern Daylight time held in the City Council Chambers, City Hall, 161 W Michigan Avenue, Jackson, Michigan to receive public comment on a Brownfield Redevelopment Plan to include therein the property located at 545 Hupp Ave, City of Jackson, Jackson County, Michigan. The following legal parcels are included in the “eligible property”:

- Parcel ID # 6-013600000, 6-013800000, 6-013500000, 6-0135.1000

The project will involve the redevelopment of a new, extended building to maintain and expand the manufacturing operations of Air Hydraulics, Inc. onsite. Primary eligible activities include pre-approved environmental activities, asbestos abatement, building demolition, and site preparation activities.

The property qualifies as "eligible property" under Act 381 on the basis of meeting the definition of a “facility” as defined in the Brownfield Redevelopment Financing Act (1996 PA 381).

The Brownfield Plan, which includes a site map and legal description of the parcel, is available for public inspection at The City's Community Planning & Zoning Offices. All aspects of the plan are open for discussion at the public hearing.

FURTHER INFORMATION may be obtained from Chris Atkin, catkin@cityofjackson.org, or at (517) 768-6433.

THIS NOTICE is given by order of the City of Jackson, Michigan.

Andrea Muray
City of Jackson Clerk

Memo

DATE: June 5, 2023

RE: City of Jackson BRA Project Updates

-
1. **Former Gatshall Transmission, 224 S. Mechanic:** Field work completed for air sampling activities. Project report is being finalized. Assessment activities confirm there is sufficient contamination in soil gas to warrant mitigation systems for future users.
 2. **Former Adams Hotel, 212 S. Mechanic:** Phase I Environmental Site Assessment and Hazardous Materials Building Inspection activities completed. Project reports are being finalized. The vapor encroachment risk associated with the Gatshall Transmission property warrants further evaluation to determine if indoor air quality is affected by the nearby property. Work Order 9 has been presented. Fishbeck has also requested a budget adjustment associated with the Hazardous Materials Building Inspection to accommodate additional time required due to there being two basements, accessibility issues, and the volume of abandoned chemical containers (e.g., paints, etc.).
 3. **Former Winzeler Cleaners, 1515 and 1511 W. Morrell:** Phase I Environmental Site Assessment is 90% complete. Field work associated with soil gas, soil, and groundwater sampling is complete. A project report is being prepared for those results. The field work related to the vapor mitigation system design was completed. Those results are being evaluated, and system design work is underway. Results appear to indicate that only the former dry-cleaning building requires mitigation. Results will be presented to the prospective purchaser including projected system construction costs, timelines, etc. If the prospective purchaser moves to close on the property, Fishbeck will complete the Baseline Environmental Assessment.
 4. **Michner Plating, 506 N Mechanic and 1725 Angling Road:** On May 22, 2023, the Michigan PFAS Action Response Team (MPART) held a conference call with local officials regarding PFAS sampling proposed at the Angling Road site. 2022 groundwater sampling results showed elevated levels of certain PFAS above Michigan standards. EGLE is planning on additional groundwater sampling, sampling of six nearby residential wells, and sampling the twelve production wells operated by the city. Sampling activities are planned for June 2023. No news to report on the N. Mechanic Street site. Community engagement activities directed by the U.S. EPA should commence this summer.

By email