



Brownfield Redevelopment Authority  
Of Jackson County

Served By The Enterprise Group

## **JACKSON COUNTY, MICHIGAN**

# **BROWNFIELD REDEVELOPMENT AUTHORITY POLICY AND PROCEDURES MANUAL**

### ***1. Purpose and Mission***

Jackson County actively supports the growth and development of local industry and business in a variety of ways, including areas where infrastructure, utilities and buildings already exist. This helps to preserve greenspace, open lands and makes efficient use of the capital improvements already in place in the County. Development of environmentally-distressed, abandoned and blighted properties (“Brownfields”) is also important to the County in order to eliminate blight, restore taxable value of land, create jobs and economic opportunity, and to address environmental contamination. To support this public purpose, the County established a Brownfield Redevelopment Authority in 1999.

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

### ***2. Contact Information***

The Jackson County Brownfield Redevelopment Authority is staffed and administered by the Enterprise Group of Jackson. Primary contacts for the Jackson County Brownfield Redevelopment Authority are:

Amy Torres, Executive Director  
Jackson County Brownfield Redevelopment Authority  
One Jackson Square, Suite 1100  
Jackson, MI 49201  
517-788-4458  
atorres@enterprisegroup.org

Debbie Kelly  
Director of Marketing, Manager Special Projects  
Jackson County Brownfield Redevelopment Authority  
One Jackson Square, Suite 1100  
Jackson, MI 49201  
517-788-4330  
dkelly@enterprisegroup.org

### **3. Programs Administered**

The County Brownfield Redevelopment Authority (BRA) has authority to administer the County's Brownfield Program in all areas of Jackson County, except for property within the city limits of the City of Jackson and Sandstone Township.

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

- a.) Phase I Environmental Site Assessments
- b.) Phase II Environmental Site Assessments
- c.) Baseline Environmental Assessments
- d.) Due Care Plans (Section 7a Compliance Analysis)
- e.) Brownfield Plan Development
- f.) Asbestos and Lead Paint Assessment and Removal
- g.) Demolition
- h.) Environmental Cleanup
- i.) Other Response Actions necessary to redevelop or cleanup a site

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

- a.) U.S. EPA Assessment Grant Funds (Hazardous Substances and Petroleum-Contaminated Sites) – Used for eligible assessment activities at eligible properties. Preference is given to projects that are located in the Target Area<sup>1</sup>, create economic growth and create tax increment.
- b.) Brownfield Cleanup Revolving Loan Fund (BCRLF) Repayment Fund – This fund is generated from repayment of the County's BCRLF Pilot. Preference is to use these funds for loans or grants for eligible activities on eligible properties.
- c.) Access to State Grants and Loans – As available, the County may secure Grants and Loans from the State of Michigan to assist in redevelopment of a site.
- d.) Support for State Brownfield Tax Credit – The County can support a business' pursuit of a Brownfield Tax Credit through adoption of Brownfield Plan.

1. The Target Area for the U.S. EPA Assessment Grants is defined as an area bounded by M-60 on the west and Jackson City Limits to the east, between I-94 and W. Michigan Avenue.

#### **4. Application Process**

Persons wishing to access funding or program support for a Brownfield Redevelopment project shall submit a Proposed Project Application describing the project, the projected needs, benefit to the community, and other pertinent information.

The completed Proposed Project Application Form (Appendix A) will be submitted to the Executive Director of the Brownfield Redevelopment Authority. The Executive Director will notify the Local Unit of Government in which the project exists to ascertain the Local Unit of Government's support for the project. In this notice (Attachment B), the Authority will notify the Local Unit of Government of its intent to pursue any local and school tax increment created for the reimbursement of eligible activities undertaken by the Authority, Developer or both. Support for the project by the Local Unit of Government does not obligate the Local Unit of Government to subsequently approve a brownfield plan, if applicable to the project. Once the Local Unit of Government has indicated its support for the project outlined in the Proposed Project Application form, the application shall be brought to the Brownfield Redevelopment Authority Board of Directors for any required action. To allow for adequate time to address this process, the applicant is advised to submit an application three weeks in advance of the scheduled Brownfield Authority meeting in order to be included as an agenda item at that meeting.

Once an application for development of a Brownfield Plan has been accepted, the applicant shall provide an application fee of \$2,500, unless waived by the Authority. In cases where grant funds will be used to pay for development of the Brownfield Plan, this fee will be waived. In return for the fee, the Brownfield Redevelopment Authority shall utilize its approved environmental consultant to prepare the Brownfield Plan. This ensures consistency of the Brownfield Plan, financial data and other factors of importance to the County and the Brownfield Redevelopment Authority. This service does not extend toward the development of Act 381 Work Plans or other Work Plans that may be required under different programs.

#### **5. Loan Review Process**

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

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

- 1) credit worthiness and the ability to repay the loan – projects with strong financial capacity and a secure means of repayment, such as tax increment will be ranked higher than those that do not;
- 2) economic development potential, such as job creation and retention – projects with job creation or retention or an increase in taxable value score higher than those that do not;

- 3) fit with community plans for growth – projects with appropriate development, compliance with zoning, land use and master plans and other factors will be preferred;
- 4) reuse of infrastructure and sustainability features – projects that utilize existing infrastructure, incorporate green building practices, LEED projects, have an alternative energy component or incorporate other sustainable features will be ranked higher than those that do not;
- 5) open space creation and preservation – projects incorporating open space into the development, particularly for trailways or public access will be ranked higher than those that do not; and
- 6) fund availability.

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

Once evaluated, potential Borrowers/Developers will also be required to provide detailed cleanup plans, budgets and schedules, and demonstrate that cleanup plans have been reviewed and approved by MDEQ. The Authority reserves the right to require a fee to cover actual costs of technical and legal oversight related to the review of these plans.

The existing EDC Loan Review Committee, which is comprised of two local lenders, an accountant, a title company representative and a member representing local business will act as the Authority’s Loan Review Committee. The Loan Review Committee will evaluate the borrower’s credit worthiness, collateral value, the relationship of this loan to other financing arrangements, anticipated investment and costs, environmental risks and other fiscal information to develop a loan package for Authority staff to present to the borrower. No minimum or maximum loan amounts will be established. Loan terms are envisioned to be three to 15 years with the possibility that payments are deferred for a limited time for certain projects (such as affordable housing). The intention is to coordinate the maturity of the loan with any other financial support for the project so that the developer/borrower can refinance the loan with the increased collateral value brought by the redevelopment effort. Interest rates charged for loans secured from Authority funds will be negotiated on a case-by-case basis with a typical rate of 4.5% being applied. Depending upon circumstances of the project, interest may be deferred until the redevelopment activities are complete (i.e., affordable housing projects). Guarantees will be required where the level of collateral is deemed insufficient. A fee will be charged if a monthly payment is more than 15 days overdue.

The Loan Review Committee will prepare loan documents for review by the borrower. In addition, the Authority will draft a development agreement (See Attachment C for examples) that memorializes the expectations of the proposed cleanup and/or development and sets requirements that will address the goals of the County’s Brownfield Program, i.e., improving community health and prosperity, affordable housing, preservation or creation of greenspace, reuse of infrastructure, etc. Within the loan and development agreements, the borrower will agree to provide access to the property for inspection by the Authority Staff, its approved environmental consultant, and other contractors and agents of the Authority.

## **6. Development Agreements**

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

Development Agreements are also required for projects where Michigan Economic Growth Authority (MEGA) approval is needed. Development Agreements will also be secured for projects accessing a loan from the Authority for redevelopment activities.

Sample Reimbursement and Development Agreements are provided in Appendix C.

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 Authority's financial position in support of the project.

## **7. Fees**

Applications accepted for development of a Brownfield Plan shall include a one-time fee of \$2,500, unless waived by the Authority. This fee will be used to fund the development of the Brownfield Plan by the Authority's approved environmental consultant and to cover expenses by the Authority in adoption of the Plan. Loans processed through the Brownfield Authority will also have closing fees, which will be detailed during the loan application process.

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

## **8. Project Considerations**

The Authority will allow a Developer to include interest expense in the Brownfield Plan. Typically, a nominal rate of 2% will be provided. Interest will begin to apply upon initiation of the Brownfield Plan (i.e., the year tax increment is first collected). Interest expense shall be calculated from the time that a complete and acceptable reimbursement request has been submitted to the Jackson County Brownfield Redevelopment Authority. No interest expense shall be requested for the period between incurring the expense and submittal of a complete reimbursement request. Interest will not be allowed to accrue during a period of time in which there is no tax increment.

Interest rates charged for loans secured from Authority funds will be negotiated on a case-by-case basis with a typical rate of 4.5% being applied.

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

## **9. Adoption of a Brownfield Plan**

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

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

## **10. Reimbursements**

### Request for Reimbursement

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

1. Authority expenses
2. Expended grant funds
3. Loan interest and principal
4. Tax increment financing eligible developer expenses

Following payment of the above eligible expenses, it is the full intention of the County BRA to include the capture of an additional five full years of tax increment for deposit in the County BRA's Local Site Remediation and Revolving Fund. Such action helps to sustain the County's brownfield program.

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

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

b.) A letter from an environmental professional shall be included with each reimbursement request with the following certifications and information, as applicable:

- The environmental professional shall certify that the reimbursement request is an eligible expense under Act 381, as amended.
- Project name and address where the work was performed
- Description of work
- Certification that the work was performed as stated in the Brownfield Plan, Work Plan and/or Development Agreement
- Total amount requested
- Cost breakdown by line item consistent with the budget in the Brownfield Plan, Work Plan and/or Development Agreement
- Signature and certification by an environmental professional regarding the above information

c.) Copies of invoices, including detailed invoice sheets shall be provided for all expenses included in a reimbursement request.

d.) Waivers of construction and material supplier liens

e.) Upon request by the County, the developer or owner shall provide evidence that the work was completed, such as notes, reports, pictures of work performed or a letter from an engineer or environmental professional certifying that the work was performed.

### Terms and Conditions of Reimbursement

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

The Package shall be reviewed by the Authority Staff and, once approved, the Authority Staff shall transmit a Statement to the Treasurer of the Local Unit of Government to ensure reimbursement of the approved costs.

Reimbursement will be transferred to the Authority from the local Treasurer within 30 days following the winter and summer tax collection deadline in February and September of each year. The Authority shall transmit any payments due to the Developer within 45 days of receipt of funds from the local Treasurer. Authority Staff shall maintain a schedule for reimbursements based on actual tax increment revenues. Should an applicant default on taxes, the Authority shall not be obligated to make reimbursement payments until the taxpayer is current.

Reimbursements shall not be paid to contractors or consultants who have worked on the project. Reimbursements shall be paid only to persons or corporations with an ownership interest in the parcel (or with the owner's consent, the development) at the time of request for reimbursement.

## **11. Amendments to Policy**

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

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

## **12. Attachments**



**Attachment A**

**JACKSON COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**

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**Project Application**

The Jackson County Brownfield Redevelopment Authority administers several Brownfield Redevelopment programs in Jackson County. Funding may be available for certain eligible activities including: Phase I and II Environmental Site Assessments, Baseline Environmental Assessments, Due Care Plans, Clean-up Planning and Clean-up activities. This application is also used for those projects where a Brownfield Tax Credit is being sought and enrollment in the County's Brownfield Plan is necessary.

This application has been developed for interested parties requesting potential Brownfield funding on a redevelopment project within Jackson County. Project funding will be considered by the Authority on a case-by-case basis considering the merits of the proposed project. Criteria for project consideration are listed on page 5 of this application. Based on a review of your completed application, we will contact you within ten (10) business days to discuss the next steps in the process or if we need additional information.

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

1. Date of Application: \_\_\_\_\_

**Business Information:**

2. Name of Applicant: \_\_\_\_\_

3. Business Address: \_\_\_\_\_

4. Business Telephone Number: \_\_\_\_\_

5. Contact Person(s): \_\_\_\_\_ Title: \_\_\_\_\_  
\_\_\_\_\_

6. Contact Person(s) Telephone Number: \_\_\_\_\_

7. Contact Person(s) Fax Number: \_\_\_\_\_

8. Contact Person(s) Email Address: \_\_\_\_\_

9. Entity Type:  Proprietorship     Partnership     Corporation  
 Other (specify): \_\_\_\_\_

10. Describe nature and history of business: \_\_\_\_\_  
\_\_\_\_\_

11. List similar projects developed over the last five years (if any): \_\_\_\_\_  
\_\_\_\_\_

12. Key Project Contacts:

Bank/Financing: \_\_\_\_\_

Attorney: \_\_\_\_\_

Accountant: \_\_\_\_\_

Others: \_\_\_\_\_

**Proposed Project Site Information:**

1. Address(es): \_\_\_\_\_

2. Tax I.D.(s) (if known): \_\_\_\_\_

3. Present Owner(s): \_\_\_\_\_

4. Date Present Owner(s) Acquired Property (if known): \_\_\_\_\_

5. Does applicant have land control:

No

Yes

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

6. Does the project comply with local zoning and other land use requirements?

No  Yes

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

7. Any currently known environmental issues? \_\_\_\_\_

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

9. Is access to site permitted?  No  Yes

10. Project type:  New  Relocation  Expansion   
Rehabilitation

11. Project Description: Provide a short project description below, and attach more detail and/or Business Plan, if available. \_\_\_\_\_
12. Project Size: Parcel size (acres): \_\_\_\_\_  
Existing building area (square feet): \_\_\_\_\_  
New building area (square feet): \_\_\_\_\_
13. Is project in one of the following (please check those that apply)
- |   |   |
|---|---|
| <input type="checkbox"/> Downtown Development District                | <input type="checkbox"/> Renaissance Zone |
| <input type="checkbox"/> Local Development Finance Authority District | <input type="checkbox"/> Smart Zone       |
14. Project timeline (Proposed or Actual):  
Start date: \_\_\_\_\_ Completion Date: \_\_\_\_\_
15. Does the project address sustainability features, creation of greenspace, preservation of valuable greenspace, energy conservation measures, alternative energy techniques, other unique environmental factors (Please explain): \_\_\_\_\_
16. Additional materials (Please check those items that are available and attach to your application, if possible)
- |  |  |   |
|--|--|---|
| <input type="checkbox"/> Business Plan   | <input type="checkbox"/> Financial Commitments             | <input type="checkbox"/> Architectural/Site Plans |
| <input type="checkbox"/> Market Analysis | <input type="checkbox"/> Environmental Information/Reports |   |

**Tax Base Information:**

17. Total Investment Anticipated: \$ \_\_\_\_\_

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

18. Activities for which potential support is sought:
- |                                      |                                       |                              |                                   |                                   |
|--------------------------------------|---------------------------------------|------------------------------|-----------------------------------|-----------------------------------|
| <input type="checkbox"/> Phase I ESA | <input type="checkbox"/> Phase II ESA | <input type="checkbox"/> BEA | <input type="checkbox"/> Due Care | <input type="checkbox"/> Clean-up |
|--------------------------------------|---------------------------------------|------------------------------|-----------------------------------|-----------------------------------|
- Planning  
 Brownfield Tax Credit  
(describe)  Clean-up (describe)  Other

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19. Current Taxable Value: \$ \_\_\_\_\_

20. Estimated Taxable Value after Project Completion: \$ \_\_\_\_\_

**Employment Information:**

21. Full Time Equivalent (FTE) Employees:

FTE Jobs Retained: \_\_\_\_\_ FTE Jobs Created: \_\_\_\_\_

I certify that the foregoing is true and accurate to the best of my knowledge and that I am hereby authorized to submit this application on behalf of the proposed project and requesting party. Further, I certify that the proposed project will be completed in a manner consistent and compliant with all applicable regulatory requirements:

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Signature \_\_\_\_\_ Date \_\_\_\_\_

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Title \_\_\_\_\_

*If you have questions regarding the application, please contact:*

***Jackson County Brownfield Redevelopment Authority  
Amy Torres, Executive Director  
One Jackson Square, Suite 1100  
Jackson, Michigan 49201  
Office Phone: (517) 788-4458  
Office Fax: (517) 782-0061  
E-mail: atorres@enterprisegroup.org***

**Evaluation Criteria:**

- Strength of Business Plan, financial commitments, architectural plans and/or market analysis
- Amount of property tax to be generated
- Amount of investment
- Business expansion, job retention, job creation
- 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.

## ***Attachment B***

### NOTIFICATION TO LOCAL UNIT OF GOVERNMENT

<Date>

<Village Manager/Township Supervisor>

<Address>

Re: <Project Name and Address>

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

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

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

Amy Torres, Executive Director  
Jackson County Brownfield Redevelopment Authority  
One Jackson Square, Suite 1100  
Jackson, MI 49201  
517-788-4458  
517-782-0061 (fax)  
[atorres@enterprisegroup.org](mailto:atorres@enterprisegroup.org)

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

Sincerely,

## ***Attachment C***

### **SAMPLE REIMBURSEMENT AND DEVELOPMENT AGREEMENT(S)**

### **BROWNFIELD PLAN DEVELOPMENT AGREEMENT**

THIS BROWNFIELD PLAN DEVELOPMENT AGREEMENT (the “Agreement”), is entered into on XXX \_\_\_, 2010 between the **JACKSON COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporate established pursuant to Act 381 of the Public Acts of 1996, as amended (“Act 381”), whose address is One Jackson Square, Suite 1100, Jackson, Michigan 49001 (the “Authority”), and XXX, a Michigan \_\_\_\_\_, whose address is XXX Street, CITY, Michigan ZIPCODE (the “Developer”).

#### **RECITALS**

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

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

**WHEREAS**, the Authority and the County have designated certain properties that have conditions of environmental contamination as appropriate sites for redevelopment and inclusion into the Plan.

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

**WHEREAS**, Developer owns property in the Jackson County located at XXX Street (the “Property”) and legally described on the attached Exhibit A.

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

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

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

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

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

- 1. Recitals.** The above recitals are acknowledged as true and correct, and are incorporated by reference into this paragraph.
- 2. The Plan.** The Plan, as it relates only to this Property, approved by the Authority and the County Commission of Jackson County is attached as Exhibit B and incorporated as part of this Agreement. To the extent provisions of the Plan or this Agreement conflict with Act 381, Act 381 controls.
- 3. Term of Agreement.** Pursuant to the Plan the Authority shall capture that amount of Tax Increment Revenues generated from real and personal property taxes allowed by law on the Eligible Property, beginning in the first year after the year in which the Developer completes the Project and continuing until the earlier of:
  - 3.1** Full reimbursement of the Developer's Eligible Costs for those Eligible Activities set forth in Paragraph 4, which shall not exceed \$XXX; or
  - 3.2** X years.
- 4. Eligible Activities.** The Developer shall diligently pursue completion of the Eligible Activities summarized in the Plan and set forth in this Paragraph. The Authority shall reimburse the Developer for Eligible Costs incurred on or after the date of the inclusion of this project in the Plan and include environmental due diligence and due care, site preparation, and infrastructure improvements which may require the services of various contractors, engineers, environmental consultants, attorneys and other professionals.
- 5. Reimbursement Source.** During the term of this Agreement and except as set forth in Paragraph 7 below, the Authority shall reimburse the Developer for its Eligible Costs, as limited under this Agreement, from all applicable non-school and school (if approved) Tax Increment Revenues collected from the real and personal property taxes on the Property.
- 6. Reimbursement Process.**



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

**6.2 Authority Staff Review.** The Authority Staff shall review the request within 30 days after receiving it. If Authority Staff determines that the documentation submitted by the Developer is not complete, then Developer shall cooperate in the Authority's review by providing any additional documentation of the Eligible Costs as deemed reasonable and necessary by the Authority in order to complete its review.

**6.3 Reimbursement.** After the summer and winter taxes are captured and collected on the Property, the Authority shall pay approved Eligible Costs to the Developer from Tax Increment Revenues that are generated from the Property in accordance with the Plan and Paragraph 6 to the extent that taxes have been captured and are available in that fiscal year. In the event that there are insufficient Tax Increment Revenues available in any given year to reimburse all of the Developer's Eligible Costs, as described in paragraph 4, then the Authority shall reimburse the Developer only from available Tax Increment Revenues.

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

Checks shall be payable to: XXX

Delivered to the following address: XXX Street

By certified mail.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

With copy to:                       ???

If to the Authority:               Director  
  Jackson County Brownfield Redevelopment  
  Authority  
  One Jackson Square, Suite 1100  
  Jackson, Michigan 49201

With copy to:

**14. Indemnification.** Developer shall defend, indemnify and hold harmless the Authority, to also include the County, and any of its past, present and future members, officials, employees, agents or representatives from all losses, demands, claims, judgments, suits, costs and expenses (including without limitation the costs and fees of attorneys or other consultants) arising from or related to the capture and use of Tax Increment Revenue paid to Developer as a reimbursable payment under this Agreement

made in excess of the amount of tax increment revenues the Authority is determined by the State or court to be allowed by law to use for that reimbursement.

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

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

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

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

**20. 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.

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

**22. Definitions.**

“Additional Response Activities” are defined by Section 2(a) of Act 381;

“Baseline Environmental Assessment Activities” is defined by Section 2(d) of Act 381;

“Brownfield Plan or Plans” is defined by Section 2(g) of Act 381;

“Due Care Activities” is defined by Section 2(k) of Act 381;

“Eligible Activities” is defined by Section 2(l) of Act 381;

“Eligible Property or Properties” is defined by Section 2(m) Act 381;

“Tax Increment Revenues” is defined by Section 2(aa) of Act 381, and, for purposes of this Agreement, includes both school taxes and local (non-school) taxes.

Witnesses:

JACKSON COUNTY  
BROWNFIELD  
REDEVELOPMENT AUTHORITY

\_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

XXX

\_\_\_\_\_ By \_\_\_\_\_

\_\_\_\_\_ Title \_\_\_\_\_

Date \_\_\_\_\_

## **SAMPLE REIMBURSEMENT AGREEMENT**

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

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

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

1. Agreement to Reimburse Authority. If the Authority incurs Costs on behalf of the Applicant with respect to the Site, and if the Applicant elects not to consummate the purchase of the Site for any reason, the Applicant will reimburse the Authority for all such Costs incurred by the Authority.
2. Reimbursement Procedure. The Authority may request reimbursement of Costs at any time after the Authority determines in its reasonable judgment that the Applicant has elected not to consummate the purchase of the Site. Such request shall be in writing and shall be accompanied by receipts or other documentation reasonably sufficient to establish the veracity and amount of the Costs being requested for reimbursement. The Applicant shall reimburse the Authority within 30 days after receiving a valid written request for reimbursement.
3. Effective Time; Termination. This Agreement shall govern and become operative if and when the Applicant's application for Funds is approved and the Authority incurs Costs; the Agreement shall then continue in full force and effect until the earlier of (i) acquisition of the Site by Applicant or (ii) reimbursement of all Costs by Applicant. If Applicant's application is not approved or the Authority does not incur any Costs with respect thereto, this Agreement shall be null, void and of no further effect.
4. Miscellaneous. This Agreement: shall be governed by the internal laws of the State of Michigan; may be signed in one or more counterparts, each of which shall

be enforceable as an original; may only be amended by further written agreement of the Authority and the Applicant; is intended to be legally binding on the parties and their successors and assigns; and constitutes the entire understanding of the parties with respect to its subject matter.

In witness of their agreement to be legally bound by the terms of this Reimbursement Agreement, the Authority and the Applicant have set forth their signatures below by their duly authorized representatives.

Jackson County Brownfield Redevelopment Authority

By: \_\_\_\_\_

Its: \_\_\_\_\_  
pursuant to resolution of the Authority dated May \_\_, 20\_\_

Developer XYZ

By: \_\_\_\_\_

Authorized Agent

By-Laws

**THE BROWNFIELD REDEVELOPMENT AUTHORITY  
OF  
JACKSON COUNTY**

(A Michigan corporation incorporated under Act 381 of the Public Acts of 1996, as amended)  
August 3, 1998

**Bylaws**

ARTICLE I

Name, Registered Office and Registered Agent

- Section 1. Name The name of this corporation shall be the Brownfield Redevelopment Authority of Jackson County (“the Authority”).
- Section 2. Registered Office and Agent The Authority shall continuously maintain a registered office in the County of Jackson, State of Michigan and a registered agent whose office address is identical to such registered office. The registered office and agent may be changed from time to time by the Board Members of the Authority (“the Board”) subject to the approval of the Board of Commissioners of the County of Jackson.
- Section 3. Other Offices The Authority may have such other offices as the Board may determine or the affairs of the Authority may require from time to time.

ARTICLE II

Intent, Vision, Mission and Powers of the Authority

- Section 1. Intent The intent of the Authority is:
- a. to promote the revitalization of environmentally distressed areas,
  - b. to facilitate the implementation of Brownfield plans relating to the designation and treatment of Brownfield Redevelopment zones.
- Section 2. Vision: The Authority will be the primary County vehicle through which environmentally contaminated, abandoned, vacant and underused buildings and sites throughout the County will be cleaned up and/or contained, guided into productive reuse, and whose future owners and users will be urged to follow environmentally friendly practices, create new jobs and return tax reverted properties to local tax rolls. The Authority will partner closely with the Michigan Department of Environmental Quality, other state agencies and departments, residents and local governmental units to realize this vision.

The Authority’s motto shall be “Brownfields before Greenfields”.



Section 3. Mission: The Authority is the land and building reuse committee of the County. Its mission is to aggressively steward the reuse and redevelopment of environmentally contaminated abandoned, vacant and underused properties, currently serviced by public utilities and roadways.

Properties not so served will constitute a lower work priority for the Authority.

The Authority will actively partner with appropriate public and private agencies, organizations, institutions and individuals and use all available financing incentives and resources allowed, including the creation of a County-wide Site Remediation Fund, to accomplish this objective. Firms targeted as priority users of these properties will include, tenants graduating from the Jackson Small Business Development Center, start-up firms, expanding local existing firms and firms wishing to locate in Jackson County.

Section 4. Powers: The Authority shall have the powers and duties as prescribed by law.

### ARTICLE III

#### Incorporation

Section 1. The Corporation: The Brownfield Redevelopment Authority of Jackson County is incorporated under Public Act 381 of 1996, as amended.

### ARTICLE IV

#### Appointment of Members

Section 1. Appointments: The Authority shall consist of not less than 5, nor more than 9 Members who shall constitute its Board Members. Appointments shall be for a term of 3 years, with the initial appointments serving a staggered series terms from one to three years. Appointments shall be made by the Chairperson of the Jackson County Board of Commissioners, with the concurrence of the full Board of Commissioners. There shall be Board representation from four specific groups, including one Board Position each for the Jackson County Board of Commissioners, the City Council, a representative from the Township Supervisors Association, and one position from a representative from a public utility, or the County Road Commission.

## ARTICLE V

### Oath of Office

Section 1. Oath of Office: Before assuming the duties of office, a Board Member shall qualify by taking and subscribing to the oath of office provided in Section 1 of Article XI of the State Constitution of 1963.

## ARTICLE VI

### Board Member Attendance, Replacement & Removal

Section 1. Attendance: All Board Members appointed will be expected to attend all scheduled BRA meetings. If any member of the Authority is absent from three (3) regularly scheduled meetings per calendar year, then that member shall be considered delinquent, unless prior oral or written justification is provided by the Board Member unable to be present. The Secretary shall keep attendance records and shall notify the County Board of Commissioners whenever any Member of the Authority is absent from three, regularly scheduled meetings per calendar year.

Section 2. Replacement: Subsequent Board Members shall be appointed in the same manner as original appointments at the expiration of each Member's term of office. A Member whose term of office has expired shall continue to hold office until his successor has been appointed. A Board Member may be re-appointed with the advice and consent of the County Board. If a vacancy is created by death or resignation, a successor shall be appointed within thirty (30) days to hold office for the remainder of the term of office so vacated.

Section 3. Removal: A Board Member may be removed from office for cause which may include, but shall not be limited to inefficiency, neglect of duty, or misconduct or malfeasance, by a majority vote of the Authority Board and the County Board of Commissioners. Delinquency in attendance shall also be grounds for the County Board of Commissioners to remove any member for non-performance of duty or misconduct, upon public hearing from the Authority. These actions shall be subject to judicial review as prescribed by law.

## ARTICLE VII

### Conflict of Interest

Section 1. Conflict of Interest: A Board Member who has a direct interest in any matter before the Authority shall disclose his/her interest prior to the Authority taking any action with respect to the matter. Such disclosure shall become an official part of the record of the Authority's official proceedings.

## ARTICLE VIII

### Quorum, Electronic Participation & Proxy

- Section 1. Quorum: A simple majority of the members of the Board appointed and serving constitutes a quorum for the transaction of business at any meeting of the Board. A simple majority of affirmative votes of quorum members present at the meeting are required to take official action on matters coming before the Authority.
- Section 2. Electronic Participation: A Board Member may participate in a meeting by means of conference telephone, video conferencing, Internet chat forums or other similar telecommunications equipment whereby all persons participating in the meeting can hear and/or see each other or each other's communications. Participation in a meeting pursuant to this provision constitutes presence in person at the meeting.
- Section 3. Proxies: A Board Member, when not able to attend a meeting, may elect to convey his/her concerns and opinions on specific agenda items via a written note. The note must be able to be traceable to the providing Board Member via company letterhead, signature and/or other means. Such communication shall be shared and represented, at the discretion of the BRA Chairperson or his designee and shall be valid for voting purposes on specific agenda items. However, such proxies shall not be used to constitute a meeting quorum.

## ARTICLE IX

### Committees

- Section 1. Committees The Board may, by resolution, designate one or more committees, each committee to consist of one or more of the Board Members. The Board may also designate one or more Board Members as alternate members of a committee, who may replace an absent or disqualified member at a meeting of the committee. In the absence or disqualification of a member of a committee, the members thereof present at a meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in place of such an absent or disqualified member. A committee, and each member thereof, shall serve at the pleasure of the Board.
- Section 2. Standing Committees
1. A Nominating Committee shall be appointed by the Chairperson to provide recommendations to the full Board for the nomination of officers. This committee shall also provide, to the BRA Board, the names of possible BRA Board replacements and/or renewals which, shall be forwarded to the Chairperson of the County Board of Commissioners when, and as, needed.
  2. Other standing committees may be formed, as necessary with BRA Board approval.

## ARTICLE X

### Ex-Officio Members

- Section 1. Technical Ex-Officio Members: Both the County Board of Commissioners and/or BRA Board Members may, from time to time, appoint ex-officio members who shall serve as a representative of an agency, institution or organization that offers valuable participation in Brownfield redevelopment matters. Such ex-officio members shall serve so long as the representative's relationship with the organization, institution or agency exists and shall have no voting rights.
- Section 2. Community Ex-Officio Members: Individuals and local elected officials may also become ex-officio members of the BRA Board via participation in the BRA Advisory Task Force. Local officials and County residents are urged to join and participate in the BRA Advisory Task Force. This body pre-dated the formation of the official Brownfield Redevelopment Authority of Jackson County, was the primary influence in its formation and continues to be viewed by the BRA Board as its foundation and primary community partner. To maintain this foundation, the Board shall request, from each local governmental unit in Jackson County, a local representative to represent that political jurisdiction as an ex-officio member of the Authority.

## ARTICLE XI

### Meetings

- Section 1. Meetings: There shall be an organizational meeting in the last quarter of each calendar year, to determine Officers of the Authority, and to approve the budget and scope of work for the following year. All other meetings of the Authority shall be held on an as-needed basis, and shall be called by the Chair of the Authority. All meetings shall be open and available for public attendance and participation and minutes of the meetings are to be made available for public inspection under the same principals found in the Michigan Open Meetings Act.

## ARTICLE XII

### Officers, Terms of Office & Duties

- Section 1. Officers: The officers of the Authority shall be elected by the Board and shall consist of a Chair, Vice-Chair, Secretary and Treasurer. Two or more offices may be held by the same person but an officer shall not execute, acknowledge or verify an instrument in more than one capacity if the instrument is required by law or the articles, or Bylaws, to be executed, acknowledged or verified by two or more officers.
- Section 2. Terms of Office: In the last quarter of each year, the Authority shall hold an organizational meeting and, by majority vote, elect a Chair, Vice-Chair, Secretary and Treasurer for the following year. This election shall be assumed at

the same meeting and shall run for the term of one year. Each officer so elected or appointed shall hold office until his/her successor is elected or appointed and qualified, or until his/her resignation or removal.

A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled at any meeting of the Board for the unexpired portion of the term of such office.

Section 3. Duties of Officers:

**CHAIR:** The Chair shall be the chief executive officer of the Authority, but may, from time to time, delegate all or any part of the Chair's duties to the Vice-Chair or Secretary. The Chair shall preside at all meetings of the Board Members; shall have general and active management of the business of the Authority, shall be an ex-officio member of all standing committees, and shall have the general powers and duties of supervision and management of the Authority. No person shall serve in the position of Chair before serving a minimum of one year as a Board Member of the Authority.

**VICE-CHAIR:** The Vice-Chair shall act in the capacity of the Chair in the Chair's absence, and shall succeed to the office of the Chair in the event the office of the Chair becomes vacant and shall serve as Chair until a successor is elected by the full Board.

**SECRETARY:** The secretary shall be responsible for maintaining the records, books, documents, and other papers of the Authority. The secretary shall attend all meetings of the Board and record all votes and the minutes of all proceedings, in a book to be kept for that purpose; and shall perform like duties for the standing committees, when required. The Director of the BRA may serve as deputy secretary and assist the secretary in these duties as required. The Secretary shall succeed to the office of Vice Chair in the event the office of Vice-Chair becomes vacant and shall serve as Vice-Chair until a successor is elected by the full Board.

**TREASURER:** The Treasurer of the Authority shall keep the financial records of the Authority and collectively, with the Chair, Vice-Chair, Secretary or Director, shall approve all vouchers for the expenditure of funds of the Authority. The Treasurer shall perform other duties as may be delegated by the Authority. The Director of the BRA may serve as Deputy Treasurer and assist the Treasurer in these duties as required. The Treasurer shall succeed to the office of Secretary in the event the office of Secretary becomes vacant and shall serve as Secretary until a successor is elected by the Full Board.

## ARTICLE XIII

### Staff & Consultants

Section 1. Staff: The Board recognizes the requirement for a staff to provide public and private access to the County BRA program and to provide for the day to day operations of the Authority. To this end, it may elect to hire or contract for services, as needed. A Board Member may not hold the position of Director. Before entering the office, the Director, or their agents, shall take the Oath of Office as administered to the BRA Board Members. Further, the Board shall approve of the bonded coverage of the Director, or their agents, that they are bonded in the amount equivalent to coverage required of other County bonded positions. The bond must be payable to the Authority and a certified copy of the bond must be filed with the County Clerk.

Director: The Director of the Authority shall report to the Chair and shall:

- a. be the first point of contact for public and private Brownfield redevelopment initiatives,
- b. manage the day-to-day operations of the BRA,
- c. develop and follow an approved management plan and budget,
- d. manage and maintain oversight on projects authorized in the BRA Brownfield Plan,
- e. actively seek developers for the priority redevelopment sites within the BRA Brownfield Plan
- f. provide a regular report to the Board and the County Board concerning the activities and financial condition of the Authority,
- g. Appraise the Board on legislation and rule changes affecting BRA operations (with recommendations),
- h. report on redevelopment requests and new initiatives
- i. act a deputy secretary and deputy treasurer for purposes of general administration of records of the BRA, record minutes and maintain records of BRA Board and standing committee meetings, as required,
- j. recommend funding sources for the operation and maintenance of the BRA,
- k. be a technical, ex-officio member of the BRA, and
- l. other assignments, as needed.

## ARTICLE XIV

### Fiscal Year

Section 1. Fiscal Year: The fiscal year of the Brownfield Redevelopment Authority shall mirror that used by the County of Jackson. As of the adoption of these Bylaws, the BRA fiscal year shall be January 1 through December 31.

## ARTICLE XV

### Document Depository Designation

- Section 1. Document Depository Designation: The office of the Director shall keep all records and files of the Authority. All records will be open to the public under the Freedom of Information Act, as prescribed by law.

## ARTICLE XVI

### Fiscal Issues

- Section 1. Fiscal Depository Designation: The Authority shall designate a bank, or banks, to be the depository for all funds of the Authority. The depository may be changed at any time by action of the Authority.
- Section 2. Annual Accounting: Annually the Authority shall have an audit of its financial records. This shall take any form deemed appropriate by the Board. The results of this audit shall be shared with the County Board of Commissioners as prescribed by law.

## ARTICLE XVII

### County Board Approvals

- Section 1. County Board Approvals: The Authority shall need approval, and official action, by the Jackson County Board of Commissioners for the issuance of bonds and other evidences of indebtedness

## ARTICLE XVIII

### Miscellaneous

- Section 1. Corporate Seal: The Board may provide a corporate seal which, if authorized, shall be in the form of two concentric circles and shall have inscribed thereon, at a minimum, the name of the corporation and the year 1998.

## ARTICLE XIX

### Amendments

- Section 1. Amendments These Bylaws may be altered, amended or repealed by the affirmative vote of the Board, then in office, at any regular or special meeting called for that purpose.

\*\*\*\*\*

I HEREBY CERTIFY that the above Bylaws were adopted the 3<sup>rd</sup> day of February, 2005.

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James S. Shotwell Jr.  
Jackson County BRA Secretary