



**Brownfield Redevelopment Authority
of Jackson County
Served by The Enterprise Group**

JACKSON COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY

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 Size: Parcel size (acres): _____

Existing building area (square feet): _____

New building area (square feet): _____

12. 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 |

13. Project timeline (Proposed or Actual):

Start date: _____ Completion Date: _____

14. 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:

15. 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.

16. 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 |
| <input type="checkbox"/> Brownfield Tax Credit | <input type="checkbox"/> Clean-up (describe) | <input type="checkbox"/> Other (describe) | | |

17. Current Taxable Value: \$ _____

18. Estimated Taxable Value after Project Completion: \$ _____

Employment Information:

19. Full Time Equivalent (FTE) Employees:

FTE Jobs Retained: _____ FTE Jobs Created: _____

20. Project Narrative (Please attach separately)

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 and reimbursement agreement 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:

Signature Date

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

Application last reviewed and updated on 1/04/2011

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.

REIMBURSEMENT AGREEMENT:

This Reimbursement Agreement is made as of _____, 2011, 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 _____, 2011

Developer XYZ

By: _____

Authorized Agent