

**ALBION ECONOMIC DEVELOPMENT CORPORATION/TIFA/BRA  
BOARD OF DIRECTORS' MEETING**

Thursday, September 17, 2026 – 7:30 a.m.

**Ludington Center Board Room - 101 N. Superior St., Albion, MI 49224**

**AGENDA**

**1. Call to Order**

**2. Roll Call**

**3. Public Comment**

(Persons addressing the Board shall limit their comments to no longer than 3 minutes.)

**4. Approval of Agenda**

**5. Welcome New AEDC Board Member: Jennifer Wilbur**

**6. Consent Agenda**

- a. \*Review & Approve Meeting Minutes from August 6<sup>th</sup>, 2026
- b. \*Review & Approve July 2026 Financials & Treasurer's Report
- c. \*Review & Approve August 2026 Financials & Treasurer's Report

**7. \*AEDC President's Report**

- a. 425 Work Group Advisory Committee Updates
- b. Small Business Support Hub 2.0 Grant with Region 8
- c. MI Neighborhood 5.0 Grant Update – transfer City BRA property to City
- d. City BRA project update – ACE Investments Rental Rehab Project

**8. New Business**

- a. \*Discuss and approve RFP to sell AEDC property in West Industrial Park
- b. \*Discuss and approve WJE Proposal for Limited Structural Condition Assessment for 100 S. Superior Street for not to exceed \$17,500 through City BRA

**9. Board of Directors' Discussion and Comments**

- |                     |                                      |
|---------------------|--------------------------------------|
| ▪ City of Albion    | ▪ Greater Albion Chamber of Commerce |
| ▪ Albion Township   | ▪ Albion College                     |
| ▪ Sheridan Township | ▪ Kellogg Community College          |
| ▪ Parma Township    | ▪ Board At-Large                     |

**10. Motion to Excuse Absent Members**

**11. Adjournment**

*\*Indicates items with attached supporting documentation*

**ALBION ECONOMIC DEVELOPMENT CORPORATION/TIFA/BRA**  
**BOARD OF DIRECTORS' MEETING MINUTES**  
**101 N Superior St, Albion, MI 49224 | August 6, 2026**

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**Board Members Present (8):** Ian Barbour; Andrew French; Jerome Harvey; Bruce Nelson; Chrissy Pfeil; Victoria Snyder; Jim Stuart; Trevor White

**Board Members Absent (2):** Timothy Zeller; Ben Wallace

**EDC Staff:** Deborah Kelly; Reagan Konkle

**Guests:** Sheryl Theriot – Albion City Manager

**Public Comment:** N/A

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**Meeting called to order by Chairman White at 7:32 a.m.**

Kelly suggested amendment to the agenda to add item 7F) Consider approval for the resignation of Board Member Wallace and noted the reason for no Financials or Treasurer's Report on the agenda. Motion made by Snyder, supported by French, to approve the amended agenda. 8-0

Motion made by Stuart, supported by Snyder, to approve AEDC Meeting Minutes from July 16, 2026. Kelly gave AEDC President's Report, sharing updates on the AEDC RLF and Finance Committees, the EDC Deficit Elimination Plan, Region 8 SBSH Grant award, and the Greater Albion Area Career Fair. 8-0

Motion made by French, supported by Snyder, to approve AEDC Deficit Elimination Plan as presented, forwarding to City Council for approval on August 17, 2026. Approved by roll call vote. 8-0  
**Barbour: Yes | French: Yes | Harvey: Yes | Nelson: Yes | Pfeil: Yes | Snyder: Yes | Stuart: Yes | White: Yes**

Motion made by Snyder, supported by Stuart, to approve Administrative Services Agreement as presented, contingent on City and AEDC Attorney review. Approved by roll call vote. 8-0  
**Barbour: Yes | French: Yes | Harvey: Yes | Nelson: Yes | Pfeil: Yes | Snyder: Yes | Stuart: Yes | White: Yes**

Motion made by Snyder, supported by Stuart, to award the quote for West Industrial Park Road repair to Concord Excavating as the lowest bid. Approved by roll call vote. 8-0  
**Barbour: Yes | French: Yes | Harvey: Yes | Nelson: Yes | Pfeil: Yes | Snyder: Yes | Stuart: Yes | White: Yes**

Motion made by Snyder, supported by French, to approve AEDC Board Resolution establishing a 425 Work Group with City of Albion, Sheridan Township, and Bruce Nelson as AEDC representative. 8-0

Discussion led by Kelly on AEDC meeting schedule noting a conflict now that she has been appointed to the County EDC/BRA Board and their meetings are the same day at 8 am. Motion made by Stuart, supported by Pfeil, to reschedule board meetings to 3<sup>rd</sup> Thursday of each month. 8-0

Motion made by French, supported by Snyder, to accept resignation from Board Member Wallace. 8-0

Motion made by French, supported by Snyder, to hold Board of Directors discussion and comments prior to entering Closed Session on agenda. 8-0

Kelly gave updates on behalf of Chamber of Commerce Albion Money Match program beginning 8/6 and shared that their Newsletter is available on the counter in the lobby.

City Manager Theriot gave updates on City of Albion events and upcoming road work closures.

Pfeil gave updates on KCC classes beginning August 24 for welding and electric. Lifelong Learning Series also resumes this Fall.

Motion made by French, supported by Stuart, to enter Closed Session at 8:27 a.m. to consider Option Agreement extensions, as stated pursuant to Section 8(d) of the Michigan Open Meetings Act, MCL 15.268(d), that addresses the purchase or lease of real property up to the time an option to purchase or lease of that property is obtained through negotiation. Approved by roll call vote. 8-0  
**Barbour: Yes | French: Yes | Harvey: Yes | Nelson: Yes | Pfeil: Yes | Snyder: Yes | Stuart: Yes | White: Yes**

Motion made by Snyder, supported by French, to move into regular session of the AEDC Board Meeting at 8:42 a.m. Approved by roll call vote. 8-0  
**Barbour: Yes | French: Yes | Harvey: Yes | Nelson: Yes | Pfeil: Yes | Snyder: Yes | Stuart: Yes | White: Yes**

Motion made by French, supported by Snyder, adding '*Approve Closed Session Discussion Items*' to the Agenda. 8-0

Motion made by Snyder, supported by Stuart, to approve Option Agreement extension for one year, expiring 9/16/27 in the amount discussed during Closed Session for the Haas Property. Approved by roll call vote. 8-0  
**Barbour: Yes | French: Yes | Harvey: Yes | Nelson: Yes | Pfeil: Yes | Snyder: Yes | Stuart: Yes | White: Yes**

Motion made by Snyder, supported by Stuart, to approve the Option Agreement extension for one year, expiring 9/16/27 in the amount discussed during Closed Session for the Kennakarin Property. Approved by roll call vote. 8-0  
**Barbour: Yes | French: Yes | Harvey: Yes | Nelson: Yes | Pfeil: Yes | Snyder: Yes | Stuart: Yes | White: Yes**

Motion made by Snyder, supported by Stuart, to approve the Option Agreement extension for one year, expiring 9/16/27 in the amount discussed during Closed Session for the Peckham Property. Approved by roll call vote. 8-0  
**Barbour: Yes | French: Yes | Harvey: Yes | Nelson: Yes | Pfeil: Yes | Snyder: Yes | Stuart: Yes | White: Yes**

Motion made by Stuart, supported by Pfeil, to excuse absent member Zeller. 8-0

Motion made by Stuart, supported by Snyder, to adjourn the meeting. 8-0

**Meeting adjourned at 8:45 a.m.**

# AEDC BOARD FUNDS

## July 2026 Financial Executive Summary

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### The Financial Funds Overview

This executive summary provides a financial snapshot through July 31, 2026, for the FIVE funds (BRA, RLF, EDC, BLRF, and TIFA), based on financial reports from the City of Albion Treasurer. Overall, the funds remain in a stable financial position with substantial reserves, minimal liabilities, and adequate liquidity. Financial results reflect all revenue accruals, all revenue earned, and all expenditures incurred on the grants.

### Financial Position (All Funds)

- **Total Assets:** approximately **\$2,052,831**
- **Total Liabilities:** approximately **\$382,402 (Deferred Rev./Accts Payable)**
- **Net Fund Balances:** approximately **\$1,670,429**

### July 2026 Results by Fund

#### Brownfield Redevelopment Authority (BRA) (Fund 243)

- Total Assets: \$251,469.83
- Total Liability: \$0
- Ending Fund Balance: **\$251,469.83**
- **July highlights/Activity:**
  - Interest earned \$455.63
  - Expenses totaled \$1,045.67 (Admin fees/Insurance)

#### Economic Development Fund (Fund 244)

- Total Assets: \$448,349.18
- Total Liability: \$382,401.85 (Deferred Revenue & Accts Payable)
- Ending Fund Balance: \$65,947.33
- **July Highlights/Activity:**
  - \$225,567.89 total revenues (transfer in from TIFA fund)
  - \$168,547.85 total expenses (salaries/benefits/operations – **ALL**)
- **MEDC MI Ready Site Grant Status:**
  - \$278,880.49 Spent
  - \$716,119.51 Available

#### Tax Increment Financing Authority (TIFA) Fund (Fund 247)

- Total Assets: \$494,738.05
- Total Liability: \$0
- Ending Fund Balance: **\$494,738.05**
- **July Highlights/Activity:**

- Interest earned \$1,866.97
- Property taxes received \$47,237.80
- Expenses totaled \$75,502.90
- CD Investment \$250,000
- Moved all expenses to EDC Fund
- Transfer \$200,000 out to EDC Fund

#### **Revolving Loan Fund (RLF) (Fund 296)**

- Total Assets: \$408,793.70
- Total Liability: \$0
- Ending Fund Balance: **\$408,793.70**
- **July Highlights/Activity:**
  - Interest earned \$921.99 (Interest)
  - Expenses totaled \$2,116.50 (Insurance/Admin fees)
  - CD Investment \$150,000

#### **Local Brownfield Revolving Fund (Fund 297)**

- Total Assets: \$449,480.60
- Total Liability: \$0
- Ending Fund Balance: **\$449,480.60**
- **July Highlights/Activity:**
  - Interest earned \$1,649.60
  - CD Investment \$300,000
  - Expense for Admin fee \$2,100
  - Expenses for brownfield assessment work:
    - 100 S. Superior Street: \$3,600/\$12,720.00 spent YTD
    - ACE Investments Rental Rehab Project 105 W. Porter & 300 S. Superior: \$3,802.50/\$35,318.87 spent YTD
    - ACE Investments Rental Rehab Project 215 & 217 S. Superior: \$3,739.17/\$39,904.68 spent YTD
    - **Total Expenses = \$13,241.67** *(Reimbursement will occur as a result of the Approved/Amended Brownfield Plans).*

## **Conclusion**

AEDC shows solid financial strength across Brownfield, Local Brownfield Revolving Fund, TIFA, and Revolving Loan Funds. The Economic Development Fund's (ED Fund) reflects a POSITIVE fund balance with the transfer in from the TIFA Fund. Addition funds will be added because of the Administration Services Agreement in place (retroactive to January 1, 2026) that includes a transfer of funds from each fund into the EDC Fund.

# AEDC BOARD FUNDS

## August 2026 Financial Executive Summary

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### The Financial Funds Overview

This executive summary provides a financial snapshot through August 31, 2026, for the FIVE funds (BRA, RLF, EDC, BLRF, and TIFA), based on financial reports from the City of Albion Treasurer. Overall, the funds remain in a stable financial position with substantial reserves, minimal liabilities, and adequate liquidity. Financial results reflect all revenue accruals, all revenue earned, and all expenditures incurred on the grants.

### Financial Position (All Funds)

- **Total Assets:** approximately **\$1,938,128**
- **Total Liabilities:** approximately **\$296,609 (Deferred Rev./Accts Payable)**
- **Net Fund Balances:** approximately **\$1,641,519**

### August 2026 Results by Fund

#### Brownfield Redevelopment Authority (BRA) (Fund 243)

- Total Assets: \$239,082.25
- Total Liability: \$0
- Ending Fund Balance: **\$239,082.25**
- **August highlights/Activity:**
  - Interest earned \$463.39
  - Brownfield Plan Reimbursement of \$12,355.30
  - Admin fees and insurance of \$495.67
  - Expenses totaled \$12,850.97

#### Economic Development Fund (Fund 244)

- Total Assets: \$341,663.67
- Total Liability: \$296,608.58 (Deferred Revenue & Accts Payable)
- Ending Fund Balance: \$45,055.09
- **August Highlights/Activity:**
  - Interest earned \$414.83
  - \$86,208.10 total revenues - grant funds (MI Ready Site Grant)
  - \$107,100.34 total expenses (salaries/benefits/operations – **ALL**)
- **MEDC MI Ready Site Grant Status:**
  - \$364,673.76 Spent
  - \$630,326.24 Available

#### Tax Increment Financing Authority (TIFA) Fund (Fund 247)

- Total Assets: \$495,775.66

- Total Liability: \$0
- Ending Fund Balance: **\$495,775.66**
- **August Highlights/Activity:**
  - Interest earned \$1,833.70
  - Expenses totaled \$796.09 – Admin fees and Insurance
  - CD Investment \$250,000

#### **Revolving Loan Fund (RLF) (Fund 296)**

- Total Assets: \$410,633.03
- Total Liability: \$0
- Ending Fund Balance: **\$410,633.03**
- **August Highlights/Activity:**
  - Interest earned \$1,855.83 - Interest
  - Expenses totaled \$16.50 - Insurance
  - CD Investment \$150,000

#### **Local Brownfield Revolving Fund (Fund 297)**

- Total Assets: \$450,973.31
- Total Liability: \$0
- Ending Fund Balance: **\$450,973.31**
- **August Highlights/Activity:**
  - Interest earned \$1,492.71
  - CD Investment \$300,000
  - Expenses for brownfield assessment work - **\$0 for August:**
    - 100 S. Superior Street: \$0/\$12,720.00 spent YTD
    - ACE Investments Rental Rehab Project 105 W. Porter & 300 S. Superior: \$0/\$35,318.87 spent YTD
    - ACE Investments Rental Rehab Project 215 & 217 S. Superior: \$0/\$39,904.68 spent YTD
    - **Total Expenses = \$0** (*Reimbursement will occur as a result of the Approved/Amended Brownfield Plans*).

## **Conclusion**

AEDC shows solid financial strength across Brownfield, Local Brownfield Revolving Fund, TIFA, and Revolving Loan Funds. The Economic Development Fund's (ED Fund) reflects a POSITIVE fund balance with the transfer in from the TIFA Fund. Addition funds will be added because of the Administration Services Agreement in place (retroactive to January 1, 2026) that includes a transfer of funds from each fund into the EDC Fund. The AEDC prepared Deficit Elimination Plan and Plan B, which demonstrated grant admin fees in case property does not sell, was unanimously approved by City Council at their September 8, 2026, Meeting.

## **REQUEST FOR PROPOSALS WEST INDUSTRIAL PARK**

**Albion Economic Development Corporation | Albion, Michigan**

### **AN OPPORTUNITY TO INVEST IN ALBION**

The Albion Economic Development Corporation (AEDC) is seeking an experienced business, developer, or investor to acquire and develop available AEDC-owned parcels within West Industrial Park in Albion, Michigan.

AEDC is looking for a high-quality development that creates long-term economic value for Albion. We welcome creative proposals and are open to a variety of industrial, commercial, or other compatible uses that represent the highest and best use of property.

Our goal is simple: put the property to productive use, attract investment, create quality employment opportunities, and strengthen Albion's economic base.

### **THE OPPORTUNITY**

AEDC-owned parcels available within West Industrial Park offer an opportunity to establish or expand a business in an established industrial setting with access to regional markets and a supportive local economic development organization.

#### **Available Property:**

|                         |             |                           |
|-------------------------|-------------|---------------------------|
| 1) 1105.5 Austin Avenue | 0.91 acres  | Parcel No.: 51-001-721-02 |
| 2) 1109 Austin Avenue   | 1 acre      | Parcel No.: 51-001-721-00 |
| 3) 1111 Austin Avenue   | 2.535 acres | Parcel No.: 51-001-722-00 |
| 4) 1101 Austin Avenue   | 0.25 acres  | Parcel No.: 51-001-717-00 |
| 5) 975 Austin Avenue    | 6.5 acres   | Parcel No.: 51-001-726-00 |
| 6) 908 Elliott Road     | 5 acres     | Parcel No.: 51-006-468-00 |

AEDC is willing to work collaboratively with a selected developer or business to help identify available resources, incentives, infrastructure needs, permitting considerations, and potential financing or grant opportunities. Please note that the sale of these properties is an as-is sale, meaning that land clearing, tree removal, structure demolition becomes the responsibility of the purchaser. The asking price for each parcel is negotiable and bidders may bid on one or more properties.

AEDC is particularly interested in proposals that demonstrate:

- Significant private investment;
- Creation or retention of quality jobs;
- Expansion of Albion's industrial and commercial tax base;
- A realistic and achievable development timeline;
- Compatibility with zoning requirements and all other applicable requirements;
- Sustainable, long-term use of the property; and

- A strong commitment and demonstrated ability to complete the proposed project.

## WHAT TO INCLUDE IN YOUR PROPOSAL

Proposers are encouraged to identify the use they believe represents the best opportunity for the property(s) and Albion. Please provide a concise proposal consisting of a word count with a maximum of 600 words for each section that addresses the following:

- 1. Executive Summary**
- 2. Your Vision:** Describe your proposed use of the property and why you believe it is the highest and best use.
- 3. Your Investment:** Provide the anticipated purchase price, total private investment, building size, and major improvements.
- 4. Financing:** Briefly describe your financing plan and provide information demonstrating your ability to successfully complete the project.
- 5. Jobs & Economic Impact:** Estimate the number of jobs to be created or retained and anticipated wages, if known.
- 6. Timeline:** Provide your anticipated closing date, construction start date, and project completion date.
- 7. Experience:** Briefly demonstrate your experience and ability to successfully complete similar projects.
- 8. Additional Needs:** Identify any infrastructure, incentives, approvals, or other assistance you anticipate needing from AEDC or the City of Albion.

AEDC will consider the overall value of each proposal to the community, rather than simply selecting the highest purchase price.

Consideration may be given to:

| <b><u>Evaluation Factor</u></b> | <b><u>Consideration</u></b>                               |
|---------------------------------|-----------------------------------------------------------|
| Development Quality             | Quality, compatibility and long-term viability            |
| Private Investment              | Amount of capital invested in the property                |
| Jobs                            | Number and quality of employment opportunities            |
| Tax Base                        | Anticipated increase in taxable value                     |
| Purchase Offer                  | Price and proposed terms                                  |
| Timeline                        | Ability to move the project forward promptly              |
| Experience                      | Demonstrated ability to successfully complete the project |
| Community Benefit               | Overall economic benefit to Albion                        |

The AEDC may negotiate with one or more proposers and reserves the right to accept or reject any or all proposals, negotiate terms, request additional information, or determine that a proposal is not in the best interests of AEDC or the community. The proposals will be evaluated/scored by the AEDC Executive Board to ensure a fair point system matrix. If the project construction does not commence within 18 months of the

closing date, the AEDC reserves the right to purchase the property back for the original sale price.

The AEDC recognizes that successful development is often a partnership. If you have a vision for the property but need assistance identifying incentives, infrastructure resources, financing, or other development tools, we want to hear from you.

Prospective developers are encouraged to contact AEDC before submitting a proposal to discuss the available property and their development concept.

**SUBMISSION**

Proposal Deadline: Friday, November 6, 2026 at 4 p.m.

**Submit Proposals To:**

Albion Economic Development Corporation  
101 N. Superior Street  
P.O. Box 32  
Albion, MI 49224

Attn: Debbie Kelly, President & CEO



Wiss, Janney, Elstner Associates, Inc.  
30700 Telegraph Road, Suite 3580  
Bingham Farms, Michigan 48025  
248.593.0900 tel  
www.wje.com

August 3, 2026

Dr. Sheryl Theriot  
City Manager  
City of Albion  
112 W Cass Street  
Albion, Michigan 49224

## 100 South Superior Street, Albion, Michigan

Proposal for Development of Temporary Stabilization Concepts  
WJE No. 2026.2357

Dear Dr. Theriot:

Wiss, Janney, Elstner Associates, Inc. (WJE) is pleased to submit this proposal for professional engineering services related to a limited structural condition assessment of the building located at 100 S. Superior Street in Albion, Michigan (the "Property") for the purposes of developing temporary stabilization concepts. This proposal describes our understanding of the project, the proposed scope of services, and the basis of compensation for this work.

### BUILDING DESCRIPTION AND BACKGROUND

The building fronts South Superior Street and is located on the southwest corner of South Superior and West Cass streets. The approximate 3,000 square-foot-per-floor building was originally constructed in 1900 (based on the cornerstone of the building) and extends two-stories above grade and over a basement level (Figure 1). The perimeter mass masonry walls support wood framed floor and roof structures spanning the short direction of the rectangular footprint of the building. The building is subdivided into north and south bays.

WJE understands that the City of Albion has recently purchased the Property and that the Albion Economic Development Corporation (AEDC) and the City are evaluating its conditions for rehabilitation. Triterra, an environmental consulting firm, has opined on the hazardous material conditions of the building, concluding that due to



Figure 1. Northeast corner elevation, Photograph and annotations from "Field Inspection Report (Pictures)" dated June 23, 2015, and prepared by Mike Sanders, Shaheen Development.

localized collapsed areas and other areas of structural concern, structural stabilization is required to be coordinated with hazardous material abatement efforts.

Along with Triterra's report, the City, through various representatives, has provided five other pertinent reports assessing the architectural and structural systems of the building in regard to its potential rehabilitation. Through these reports, WJE understands that, previous to the City ownership of the building, a fire event led to collapse of the wood framed floors and partial collapse of the roof of the north bay of the building. The Building Official condemned the building on February 27, 2014, presumably after the fire event. The building was vacated at that time (remnants of past retail use remain) and the localized collapse remains without stabilization or repair. In addition to the fire damage, the reports state significant displacements and cracking of the brick masonry exterior are of concern.

AEDC and the City have requested that WJE perform a limited visual assessment of the Property for the purposes of developing temporary stabilization concepts for the structural systems of the building. WJE's assessment will focus on readily observable structural conditions that may present critical life-safety or significant property loss concerns.

## **SCOPE OF SERVICES**

WJE recommends the following services to develop conceptual temporary stabilization approaches:

### **Task 1 – Project Initiation**

In preparation of this proposal, WJE has reviewed the provided architectural and engineering reports and have participated in multiple phone and virtual meeting discussions to develop the scope of work that provides the best value for the City.

WJE understands drone photography has been completed by Preservation Forward on this Property in April of 2026. WJE requests AEDC or the City request this photography for WJE's review prior to our site visit.

Additionally, in preparation for the site visit, WJE will prepare field sheets with the drawings provided in these reports.

### **Task 2 – Site Visit**

Two WJE staff members will perform a one-day site visit to visually review and document readily accessible portions of the structure that WJE determines can be safely accessed. Observations will be made from exterior grade and floor levels. Roof level access will be obtained at WJE's discretion. If a ladder is available for our use on site, WJE may utilize the ladder for close-up assessment of select areas. WJE will provide appropriate personal protective equipment (PPE) for WJE staff.

The site visit will focus on readily observable structural conditions that may present critical life-safety concerns or indicate a need for immediate or near-term repair or stabilization. WJE will review exposed and accessible portions of the primary structural systems, including foundations, load-bearing masonry walls, floor framing, roof framing, and areas of collapse or distress.

WJE will obtain representative measurements of spans, floor heights, members sizes, and member spacing at its discretion for the purposes of developing conceptual temporary stabilization measures.

### **Task 3 – Develop Conceptual Stabilization Methods**

WJE will prepare a document describing potential stabilization measures for conditions that may present critical life-safety concerns, are recommended for completion of the hazardous material abatement, or are recommended for immediate or near-term protection of the property or adjacent properties. This document is anticipated to be a brief letter supported with annotated photographs or sketches to present the stabilization approaches.

These sketches and annotated photographs will be conceptual and intended to support preliminary planning and decision-making; further investigation, documentation, design and detailing will be required under separate authorization to develop documents to be used for construction of the repairs or stabilization.

Within two weeks of delivery of the report, WJE will host a virtual meeting with AEDC and the City to present our findings and discuss the different conceptual solutions presented. AEDC and the City can then provide their decision on which measures are to be further developed for construction / implementation under separate written authorization.

### **TERMS AND CONDITIONS**

WJE will perform the services for a fixed fee of \$17,500 in accordance with the attached *Terms and Conditions for Professional Services*.

Under separate written authorization, WJE can participate in meetings beyond that described above; prepare a report describing observed structural conditions with conceptual recommendations for repair; coordinate or perform exploratory openings, material sampling, or testing; provide monitoring services; prepare shoring or temporary stabilization designs; perform structural analysis or code compliance evaluations; prepare cost estimates; develop construction documents; or provide construction period services for the stabilization implementation or repair design.

### **CLOSING**

Ms. Cheryl Early, a Senior Associate in WJE's Detroit office, will lead the project. WJE will use other personnel based on their specific expertise, qualifications, and availability. Professional qualifications for Ms. Early are included with this proposal for review.

Thank you for the opportunity to submit this proposal. If this proposal is acceptable, please indicate your authorization to proceed by signing below while also indicating your invoicing instructions and emailing the executed proposal to [cearly@wje.com](mailto:cearly@wje.com). We look forward to assisting you with this project.



Sincerely,

**WISS, JANNEY, ELSTNER ASSOCIATES, INC.**

Cheryl L. Early, PE, APT RP  
Project Manager & Senior Associate

Enclosure: *Terms and Conditions for Professional Services*  
Professional Qualifications for Ms. Cheryl Early

cc: Ms. Amber Kidder, City of Albion  
Ms. Debbie Kelly, AEDC

**Agreed and Approved**  
**100 South Superior Street**  
**Proposal for Development of Temporary Stabilization Concepts**  
**WJE No. 2026.2357**

Name: \_\_\_\_\_ (please print)

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

Title: \_\_\_\_\_

As Agent or Principal for: \_\_\_\_\_

**Invoicing Instructions**

*Please select how you would like to receive invoices and a PO Number or similar if applicable.*

☐ Mail      ☐ E-mail      ☐ Other

Additional / Special Instructions:

\_\_\_\_\_  
\_\_\_\_\_

**Accounts Payable Contact (if different than above)**

*Please provide the name a preferred contact to receive the invoices.*

Name: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

Wiss, Janney, Elstner Associates, Inc. or WJE Engineers & Architects, P.C. (WJE) has been requested to perform certain professional and other services. The parties agree that these services shall be performed under the following Terms and Conditions, and that Client's acceptance of WJE's proposal or its direction for WJE to commence any services constitutes acceptance of these Terms.

**1. Independent Contractor.** WJE is an independent contractor, and all persons employed to furnish services hereunder are employees of WJE or its subcontractors/subconsultants and not of the Client. WJE and Client agree to be solely responsible for compliance with all federal, state, and local laws, rules and regulations, and ordinances that apply to their own respective employees.

**2. Performance.** The standard of care for all professional services performed or furnished by WJE will be the skill and care ordinarily used by members of WJE's professions performing similar services and practicing under similar circumstances at the same time and in the same locality. WJE makes no guarantees or warranties, express or implied, with regard to the performance of its services. WJE shall not have control over or be in charge of and shall not be responsible for construction means, methods, techniques, sequences or procedures or for construction safety precautions and programs since these are the responsibilities of others. WJE agrees to perform its services in as timely a manner as is consistent with the professional standard of care and to comply with applicable laws, regulations, codes and standards that relate to WJE's services and that are in effect as of the date when the services are provided. Client agrees that no claim may be brought against any WJE employee individually for any claim involving performance of services.

**3. Client Duties.** In order for WJE to perform the services requested, the Client shall, at no expense to WJE, (1) provide all necessary information regarding Client's requirements as necessary for the orderly progress of the work; (2) designate a person to act as Client's representative for the services who shall have the authority to transmit instructions, receive instructions and information, and interpret and define Client's policies and requests for WJE's services; and (3) provide access to and make all provisions for WJE to enter, without cost, limitation, or burden to WJE, the specific property as required to perform the work, including the use of scaffolds or similar mechanical equipment. WJE is entitled to rely upon the information and services provided by the Client.

**4. Safety.** Field work will be performed only under conditions deemed safe by WJE personnel. Charges may be made for safety or security measures required by hazardous job conditions that WJE may encounter. Client understands that WJE is only responsible for the safety of its own employees and those of its subconsultants and is not responsible for the safety of other persons or property.

**5. Compensation and Expenses.** Client agrees to pay for WJE's requested services in accordance with WJE's standard hourly rate schedule or negotiated fee. Charges generally will be billed in monthly intervals with applicable taxes included. Travel, subsistence, and expenses incurred; communications; reproduction; and shipping charges will be billed at cost plus 5 percent and invoiced as an expense service fee. Use of vehicles will be billed at the federal business mileage rate current at the time. Expended materials for field and laboratory work, rental equipment, and any fees advanced on Client's behalf will be billed

at cost plus 10 percent and invoiced as an expense service fee. WJE equipment used in field or laboratory work is billed at WJE's equipment usage rate schedule in effect at the time the work is performed, subject to adjustment for minimum or extended usage. Portal-to-portal equipment usage rates are comparable to prevailing commercial rental rates (if available). Billing rates may be increased annually. Any subcontracted service will be billed at cost plus 10 percent providing the subcontract firm has in place adequate insurance coverage determined by WJE; otherwise, the cost will be marked up 20 percent and invoiced as an expense service fee. Client agrees to pay WJE's then-current time charges, attorneys' fees, and other expenses resulting from required attendance at depositions, administrative proceedings, or responding to subpoenas or court orders relating to the Project, but not for such expenses attributed to WJE's negligent performance of its services.

Payment for WJE's services is expected in full in US dollars upon receipt of the invoice. Invoices more than 30 days past due are subject to a 2% interest charge per month (but no more than the maximum extent allowed by law) compounded annually and any related attorneys' fees and collection expenses. WJE reserves the right to suspend its services if the Client fails to make payment when due. In such an event, WJE shall have no liability to the Client for delay or damage caused the Client because of such suspension.

**6. Termination.** Both the Client and WJE have the right to terminate WJE's services for convenience upon seven calendar days' written notice to the other party. In the event the Client terminates without cause, WJE shall be entitled to compensation for its services and expenses up to the time of such notification, including fees for any transition services, and shall have no liability for delay or damage to Client because of such termination.

**7. Reports, Drawings, and Work Product.** WJE retains ownership of reports, drawings, specifications, test data, techniques, photographs, letters, notes, and other work product, including those in electronic form, it has created. These documents or parts thereof may not be reproduced or used by the Client for any purpose other than the purpose for which they were prepared, including, but not limited to, use on other projects or future modifications to this Project, without the prior written consent of WJE. Upon request, WJE will provide Client with a copy of documentation for information and reference purposes and bill for such reproduction in accordance with Paragraph 5 above. Any unauthorized use of WJE's work product shall be at the Client's sole risk and Client shall indemnify WJE for any liability or legal exposure to WJE. To the extent WJE terminates its services due to non-payment of fees by Client, Client shall not be entitled to use the documents described herein for any purpose whatsoever.

**8. Environmental Hazards.** Client acknowledges that WJE's services do not include the detection, investigation, evaluation, or abatement of environmental conditions that WJE may encounter, such as mold, lead, asbestos, PCBs, hazardous substances, or toxic materials that may be present in buildings and structures involved in this Project. The Client agrees to defend, indemnify, and

hold WJE harmless from any claims relating to the actual or alleged existence or discharge of such materials through no fault of WJE's employees. WJE reserves the right to suspend its services, without liability for consequential or any other damages, if it has reason to believe that its employees may be exposed to hazardous materials and will notify the Client in such event.

**9. Dispute Resolution.** Prior to the initiation of any legal proceedings (except for WJE initiated claims for nonpayment for services), WJE and the Client agree to submit all claims, disputes, or controversies arising out of or in relation to the services provided by WJE to mediation. Such mediation shall be conducted under the auspices of the American Arbitration Association or such other mediation service or mediator upon which the parties agree. Client consents to suit for nonpayment in the state courts of Illinois.

**10. Successors and Assigns.** These Terms shall be binding upon Client and WJE and their respective successors, assigns and legal representatives. Neither party may assign, subcontract, or otherwise delegate its responsibilities without the prior consent of the other party, which consent shall not be unreasonably withheld. Additionally, in no instance shall this paragraph be interpreted to create any rights in any third party.

**11. Insurance.** WJE maintains commercial general liability, automobile, workers' compensation, and employers' liability and professional liability coverages under policies written by national insurance carriers rated by the A.M. Best Company, evidence of which will be provided upon request. Special endorsements are not allowed. No waiver of subrogation is allowed on WJE's professional liability policy. Upon written request, WJE agrees to name the Client as an additional insured to the commercial general liability and automobile coverages. Any request to add other parties as additional insureds must be made in writing and is subject to certain limitations. All policies are subject to annual renewal. Excess coverage is available for exposures over primary policy limits except for professional liability.

**12. Indemnity.** To the fullest extent permitted by law, Client and WJE each agree to indemnify and hold the other harmless, and their respective agents, officers and employees, from and against liability for all direct claims, losses, damages, and expenses, including reasonable attorneys' fees, to the extent such claims, losses, damages, or expenses are for bodily injury, sickness, disease, death, or property damage and to the extent they are caused by the negligent acts, errors, or omissions of the indemnifying party, and/or the indemnifying party's agents, officers, employees, independent contractors, or subcontractors of any tier. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of Client and WJE, or their respective agents, officers, employees, independent contractors, or subcontractors of any tier, they shall be borne by each party in proportion to that negligence.

**13. Agreed Remedy.** To the fullest extent permitted by law, the total liability, in the aggregate, of WJE and WJE's officers, directors, employees, agents, and consultants to Client and anyone claiming by, through, or under Client, for any and all injuries, claims, losses, expenses, or damages, including, without limitation, attorneys' fees, arising out of or in any way related to WJE's services, the

Project, or these Terms, from any cause or causes whatsoever, including but not limited to, negligence, strict liability, indemnity or breach of contract shall not exceed an amount equal to the proceeds obligated to be paid under WJE's applicable insurance policy for such claims. If, for any reason, the applicable insurance policy does not provide coverage for any particular claim described herein, then the liability amount shall not exceed WJE's fees for the services performed hereunder.

In no event shall WJE be liable in contract, tort, strict liability, warranty or otherwise, for any special, incidental or consequential damages, such as, but not limited to, delay, disruption, loss of product, loss of anticipated profits or revenue, loss of use of equipment or system, non-operation or increased expense of operation of other equipment or systems, cost of capital, or cost of purchase or replacement equipment systems or power.

**14. Third-Party Beneficiaries.** Nothing contained in these Terms shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Client or WJE. WJE's services hereunder are being performed solely for the benefit of the Client, and no other entity shall have any claim against WJE because of these Terms or WJE's performance or non-performance of services hereunder.

**15. Laboratory or Material Testing Services.** Material samples not consumed in WJE's work will be discarded 60 days after completion of the project unless the Client requests other disposition in writing. WJE cannot be responsible for material after 60 days and Client shall inform WJE in writing how to dispose of the samples. WJE will exercise reasonable care in safeguarding materials, records, or equipment, but disclaims any liability for loss or damage. Rates for sample storage will vary by sample size but in no event will sample charges be less than \$270 per year accruing upon the 61st day of storage and annually thereafter. Failure to pay for underlying services or storage constitutes permission to dispose of all samples held by WJE.

Any testing done on materials or products shall not prevent WJE from any services involving Client's materials or products in the built world. WJE shall have no liability to third parties for any products or materials developed from WJE's services. WJE's reports, trademarks or other property shall not be used to indicate endorsement of any material or product.

**16. Entire Agreement.** These Terms together with any written proposal shall constitute the entire understanding of the parties concerning the Project and supersede all prior negotiations and written agreements between them, and any amendment or modification to either WJE's proposal or these Terms may be made only by a written instrument expressly stated to be an amendment and signed by WJE.

**17. Severability.** If any provisions of these Terms, or portions thereof, are determined to be unenforceable, the remainder shall not be affected thereby and each remaining provision or portion thereof shall continue to be valid and effective and shall be enforceable to the fullest extent permitted by law.

### Cheryl L. Early | Senior Associate



#### EDUCATION

- Michigan Technological University
  - Bachelor of Science, Civil Engineering, Structural and Transportation Emphasis, 1996

#### PRACTICE AREAS

- Structural Analysis
- Historic Preservation
- Structural Design
- Historic Structures Reports
- Failure/Damage Investigations

#### REGISTRATIONS

- Professional Engineer in ID, IN, MI, and WI

#### PROFESSIONAL AFFILIATIONS

- American Society of Civil Engineers
- Association of Preservation Technology Eastern Great Lakes Region, Immediate Past President, 2022 APT Conference Chair
- Chi Epsilon Civil Engineering Honor Society
- Michigan Historic Preservation Network
- National Trust for Historic Preservation

#### CONTACT

cearly@wje.com  
248.593.0900  
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#### EXPERIENCE

Cheryl Early joined WJE in 2016 with more than twenty years of experience in structural engineering, structural design, and historic preservation. Leveraging her practical knowledge of vintage construction detailing with her sound understanding of engineering principles, she is able to creatively solve complex or unique structural issues for new buildings and renovation projects.

Ms. Early is experienced with many structural materials, including concrete, masonry, steel, and wood as well as aluminum, carbon fiber, autoclaved aerated concrete (AAC), and historic materials. She has worked with structures built in the 1800s through new construction, providing a range of services from feasibility studies through construction administration tasks. Ms. Early has provided consulting and design services for numerous building types, including monuments, residential, commercial, educational, healthcare, governmental, pedestrian bridges, and mixed-use properties.

#### REPRESENTATIVE PROJECTS

##### Structural Analysis

- The Grand Hotel - Mackinac Island, MI: Assessment, analysis, and repair documents for multiple buildings on hotel's campus
- Belle Isle Sawmill - Detroit, MI: Assessment and analysis of 1940 wood and steel roof structure; construction documents and construction period services
- Harry S. Truman Home - Independence, MO: Review and reinforcement of private home for museum use\*

##### Historic Preservation

- Edsel & Eleanor Ford House Pool Assessment - Grosse Pointe Shores, MI: Assessment and materials testing of Albert Kahn-designed swimming pool
- Starkweather Elementary School - Plymouth, MI: Structural analysis, construction documents, and consulting for 1930s cast-in-place concrete floor and masonry structure
- Ulysses S. Grant National Historic Site - St. Louis, MO: Relocation and restoration of timber-framed barn connected to new visitor center and office building\*
- Brown vs. Board of Education Monroe School - Topeka, KS: Preservation of concrete structure and damaged roof repair\*
- 457 E Kirby - Detroit, MI: Design for installation of new elevator inside a 1920s-era, four-story apartment building

##### Structural Design

- Woodward Willis Building - Detroit, MI: New steel moment frame structure with composite concrete floor\*
- DNR Maintenance Garage, Muskegon Lake State Park - Newberry, MI: New wood-framed maintenance garage\*
- Krome Kitchen - Miami, FL: Designed new CMU exterior wall and steel-framed roof structure for 186 mph wind zone
- Government Building - Michigan: Design for new CMU elevator tower and concrete mat foundation addition to exterior of 1930s-era multi-use government building.
- Woodward North Apartments - Royal Oak, MI: Assessment and replacement design of stair towers and exterior egress balconies of four-story, 1960s-era apartment building

##### Historic Structures Reports

- Michigan Offshore Lights - Upper Michigan: Thunder Bay Island, Manitou Island, Gull Rock, Stannard Rock and N Manitou Shoal Lighthouse
- Keweenaw National Historical Park - Calumet, MI: Historic Structures Report and structural consulting for several buildings\*
- Tallgrass National Prairie Preserve - Strong City, KS: Structural portions of conditions assessment report on more than twenty-five National Park structures and Historic Structures Report on the main house\*

##### Failure/Damage Investigations

- Iroquois Bike Shop - Mackinac Island, MI: Investigated condition of building and exposed timber piles\*
- Multiple Structures - Nashville, TN: Evaluation of buildings damaged by Christmas Day blast
- Riverfront Towers - Detroit, MI: Assessment of high-rise precast and EIFS-clad residential towers; preparation of construction documents and construction period services
- McKinley Apartments - Metro-Detroit, MI: Assessment of structural framing in crawl spaces and balconies of multiple apartment complexes; preparation of construction documents and construction period services
- Detroit Public Schools - Detroit, MI: Structural and building envelope assessments of 63 vacant historic school buildings

*\*Indicates experience with previous firms*