

MANISTEE CITY BROWNFIELD REDEVELOPMENT AUTHORITY

Meeting of April 28, 2015
2 pm - Council Chambers, City Hall, 70 Maple Street,
Manistee, Michigan

AGENDA

I Call to Order

II Roll Call

III Approval of Agenda

At this time the Brownfield Redevelopment Authority can take action to approve the April 28, 2015 Agenda.

IV Approval of Minutes

At this time Brownfield Redevelopment Authority can take action to approve the January 27, 2015 meeting Minutes.

V Public Hearing

VI Financial Reports

Approval of Invoices

At this time the Brownfield Redevelopment Authority will review the summary of paid invoices.

Financial Statements

Finance Director Ed Bradford will give a financial status update on the Brownfield Redevelopment Authority Funds.

VII New Business

Independent Contractor Agreement

On February 24, 2012 the City of Manistee Brownfield Redevelopment Authority entered into a contract with Eftaxiadis Consulting Inc. The Independent Contractor Agreement provides in paragraph 8 that neither party may assign the obligations under the Agreement without prior written consent of the other party. The Independent Contractor is requesting to assign the Contractor Agreement to Eftaxiadis Consulting, LLC.

At this time the City of Manistee Brownfield Redevelopment Authority can enter into an agreement that transfers the Independent Contractor Agreement to Eftaxiadis Consulting LLC and authorized the Chair to execute the agreement.

Consideration of 2015-2016 Budget

Finance Director Ed Bradford has drafted a budget for FY 2015-2016 for the City of Manistee Brownfield Authorities consideration.

At this time the City of Manistee Brownfield Redevelopment Authority could adopt a 2015-2016 Budget for the Authority.

Discussion on Fees for Assistance to Developers

The Authority will discuss how fees will be charged for assisting developers on various projects and establish a fee amount.

At this time the City of Manistee Brownfield Redevelopment Authority can establish fees for assisting developers on various projects and the amount of the fees.

Project Updates

Staff will update the Brownfield Redevelopment Authority on the status of current projects.

VIII Old Business

Oath of Office/Section 6 Conflict of Interest

Members that were not present at the January meeting will be administered their Oath of Office and read and sign a Section 6 Conflict of Interest.

IX Public Comments and Communications

At this time the Chair will ask if there are any public comments.

X Correspondence

At this time the Chair will ask if any correspondence has been received to be read into the record.

XI Staff Reports

At this time the Chair will ask Staff for their report.

XII Members Discussion

At this time the Chair will ask members of the Brownfield Redevelopment Authority if they have any items they want to discuss.

XIII Adjournment



MEMORANDUM

Planning & Zoning
231.398.2805
Fax 231.723-1546
www.manisteemi.gov

TO: Brownfield Redevelopment Authority Directors

FROM: Denise Blakeslee
Planning & Zoning

DATE: April 16, 2015

RE: April 28, 2015 Brownfield Redevelopment Authority Meeting

Directors, the next meeting of the Brownfield Redevelopment Authority will be on **Tuesday, April 28, 2015** at 2 pm in the Council Chambers. We have the following items on the Agenda.

Approval of Invoices – A copy of the Invoice Summary is included in your packet for your review.

Financial Statements - Finance Director Ed Bradford will give a financial status update on the Brownfield Redevelopment Authority Funds.

Independent Contractor Agreement - The Independent Contractor Agreement provides in paragraph 8 that neither party may assign the obligations under the Agreement without prior written consent of the other party. The Independent Contractor is requesting to assign the Contractor Agreement to Eftaxiadis Consulting, LLC.

Consideration of 2015-2016 Budget - a budget for FY 2015-2016 has been drafted for consideration.

Discussion on Fees for Assistance to Developers - The Authority will discuss how fees will be charged for assisting developers on various projects and establish a fee amount.

Project Updates - Staff will update the Brownfield Redevelopment Authority on the status of current projects.

Oath of Office/Section 6 Conflict of Interest - Members that were not present at the January meeting will be administered their Oath of Office and read and sign a Section 6 Conflict of Interest.

If you are unable to attend the meeting please call me at 398.2805.

MANISTEE CITY BROWNFIELD REDEVELOPMENT AUTHORITY

70 Maple Street
Manistee, MI 49660

MEETING MINUTES

January 27, 2015

A meeting of the Manistee City Brownfield Redevelopment Authority was held on January 27, 2015 at 2 pm in the Council Chambers, City Hall, 70 Maple Street, Manistee, Michigan.

Meeting was called to order at 2:02 pm by Chair Clinton McKinven-Copus

Roll Call:

Members Present: Steve Brower, Dave Carlson, Donald Kuk, Clinton McKinven-Copus,

Members Absent: W. Frank Beaver (excused), Marlene McBride, Jeffrey Stege (excused)

Others: Shawn Middleton (City Engineer), T. Eftaxiadis (BRA Consultant), Ed Bradford (BRA Administrator), Denise Blakeslee (BRA Recording Secretary)

APPROVAL OF AGENDA

Motion by Don Kuk, seconded by Steve Brower that the agenda be approved as prepared.

With a Voice Vote this motion passed unanimously

APPROVAL OF MINUTES

Motion by Don Kuk, seconded by Dave Carlson that the minutes of the August 5, 2014 Brownfield Redevelopment Authority meeting be approved as prepared.

With a Voice Vote this motion passed unanimously

There was not a quorum at the October 28, 2014 meeting therefore, no meeting minutes required approval.

PUBLIC HEARING

None

FINANCIAL REPORTS

Approval of Invoices – Members reviewed the summary of paid invoices.

CITY OF MANISTEE				
BROWNFIELD REDEVELOPMENT AUTHORITY				
SUMMARY OF INVOICES SUBMITTED FOR PAYMENT				
		REPORTING PERIOD:		August 7, 2014 through December 31, 2014
VENDOR NAME	DATE	INVOICE NUMBER	INVOICE AMOUNT	SERVICE DESCRIPTION
Kathy Morin	8/7/14		\$756.25	River Parc Place & North Channel Outlet Project
Eftaxiadis Consulting Inc.	9/2/14	CMBRA-1408	\$403.75	Consulting Services
Pioneer Group	7/31/14	41100167-07/31/14	\$ 34.00	Advertisement – RFP Former Manistee Plating Building Demolition and Restoration
Eftaxiadis Consulting Inc.	11/13/14	CMBRA-1409	\$191.25	Consulting – Hotel Northern Brownfield Planning
Pioneer Group	10/31/14	41100167-10/31/14	\$ 78.25	Advertisement
TOTAL:			\$1,663.50	

MOTION by Don Kuk, seconded by Dave Carlson to approve previously paid invoices.

With a Voice Vote this motion passed unanimously.

BRA Financing - Authority Administrator Ed Bradford reviewed the Balance Sheet and Revenue/Expenditure Report with the Directors (attached). Mr. Bradford discussed with the Directors recommendation leaving the current balance of \$34,299.67 in the Authority's account as working capital for future eligible environmental and redevelopment expenses. It must be noted that this account does not contain State TIF revenues. The Directors agreed that was appropriate.

NEW BUSINESS

Election of Officers

According to the bylaws of the Manistee Brownfield Redevelopment Authority the election of officers is held at their annual meeting in January.

Chair

At this time the meeting was turned over to Ed Bradford who asked for nominations for the Position of Chair.

Don Kuk, seconded by Dave Carlson nominated Clinton McKinven-Copus for the position of Chair

There being no other nominations, nominations were closed.

With a voice vote, Clinton McKinven-Copus was elected Chair of the Brownfield Redevelopment Authority for 2015.

Vice-Chair

Clinton McKinven-Copus asked for nominations for the Position of Vice-Chair.

Steve Brower, seconded by Dave Carlson nominated Don Kuk for the position of Vice-Chair

There being no other nominations, nominations were closed.

With a voice vote, Don Kuk was elected Vice - Chair of the Brownfield Redevelopment Authority for 2015.

Secretary/Treasurer

Clinton McKinven-Copus asked for nominations for the Position of Secretary/Treasurer.

Don Kuk, seconded by Dave Carlson nominated Steve Brower for the position of Secretary/Treasurer.

There being no other nominations, nominations were closed.

With a voice vote, Steve Brower was elected Secretary/Treasurer of the Brownfield Redevelopment Authority for 2015.

Appointment of a Recording Secretary 2015

Once elected, the Secretary/Treasurer may appoint a Recording Secretary to handle the recording of the Authority's meetings and related matters.

Steve Brower appointed Denise Blakeslee to act as the Recording Secretary for the Brownfield Redevelopment Authority for the year 2015.

Bylaw Review

According to the Bylaws of the City of Manistee Brownfield Redevelopment Authority the commission shall annually review their Bylaws at the regularly scheduled meeting in January.

Members received copies of the Bylaws in their meeting packets. No Changes were made to the Bylaws.

Oath of Office/Section 6 Conflict of Interest - Annually the Brownfield Redevelopment Authority members will take an Oath of Office and agree to abide by Section 6 Conflict of Interest of the By-Laws of the City of Manistee Brownfield Redevelopment Authority. Ms. Blakeslee administered the Oath of Office to the Directors in Attendance. Each Director also read and signed a Section 6 Conflict of Interest.

Project Update

Staff reported to the Commission the status of the following projects:

Hotel Northern – owner may be looking at a Brownfield Plan that would assist with the abatement of Asbestos and lead, demolition of interior and exterior structures, site grading & balancing, and other potentially “eligible” redevelopment activities. The property is considered a “facility” based on a Phase II ESA previously performed by the Authority utilizing USEPA grant funds. The new property owner completed a Baseline Environmental Assessment as needed for his/her liability protection. The owner may also be requesting the City’s and/or the Authority’s assistance to secure Blight Elimination and Rental Rehabilitation Grants from the State. The Authority may need to meet to act on a Brownfield Plan for this property prior to its next regularly scheduled meeting.

South Washington Street Project – City approved the Brownfield Plan previously adopted by the Authority. The preparation of an Act 381 Work Plan and its submittal to the State by the Authority will be the next step in the Brownfield TIF approval process. The project is currently on hold while the developer secures financing for the redevelopment of the River Park building. The preparation and submittal of the Act 381 Work Plan will proceed as soon as the developer informs the Authority and the City of its intent and financial ability to initiate construction. The approval of the Work Plan may require a special meeting of the Authority depending on its timing. The City has submitted a Blight Elimination Grant application for the River Parc building; it is currently being reviewed by the State. If all goes well, construction work may begin this spring.

H&K Building – This is a smaller project that may not be large enough to benefit from the Brownfield Program. We are waiting to hear from the new owners of their plans to redevelop the building.

Roadway Inn – received an inquiry relating to the status of the property as a “Brownfield Redevelopment Zone” as needed by statute for a request for a Redevelopment Liquor License. Staff will investigate this further.

Finance Director, Ed Bradford submitted the EPA closeout paperwork for the grants. T. Eftaxiadis will be working on the project summaries.

We have been informed by the Manistee County Brownfield Redevelopment Authority that they were unable to utilize the entire balance of their USEPA Brownfield Assessment Grants prior to their expiration in September 2014.

Joslin Cove – the developer contacted staff several months ago inquiring about an extension for their plan, but there has been no follow up from the developer.

OLD BUSINESS

Schedule Meetings 2015

There was not a quorum at the October 28, 2014 Brownfield Redevelopment Authority Meeting. The Authority needs to schedule the remainder of their meetings for 2015. The By-Laws require that quarterly meetings be held in January, April, July, and October. In 2014 the Authority met on the last Thursday of the month at 2:00 p.m. in the Council Chambers.

MOTION by Don Kuk, seconded by Dave Carlson that the City of Manistee Brownfield Redevelopment Authority schedules the remainder of their meetings for 2015 as follows:

April 28, 2015

July 28, 2015

October 27, 2015

With a Voice Vote this motion passed unanimously.

PUBLIC COMMENTS AND COMMUNICATIONS

Shawn Middleton, City Engineer – Mr. Middleton introduced himself to the Directors. Mr. Middleton works for the Spicer Group and they have just opened an office at 302 River Street.

CORRESPONDENCE

None

STAFF REPORTS

None

MEMBERS DISCUSSION

None

The next regular meeting of the Brownfield Redevelopment Authority will be held on April 28, 2015

ADJOURNMENT

Motion by Don Kuk, seconded by Dave Carlson that the meeting be adjourned. MOTION PASSED UNANIMOUSLY.

Meeting adjourned at 2:37 pm

MANISTEE CITY BROWNFIELD REDEVELOPMENT AUTHORITY

Denise J. Blakeslee, Recording Secretary

REVENUE/EXPENDITURE REPORT

City of Manistee
For the Period: 7/1/2013 to 6/30/2014

Page: 1
1/22/2015
3:19 pm

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 243 - BROWNFIELD REDEVELOPMENT AUTHO							
Revenues							
Dept: 000							
485.000 Permits							
Permits	0.00	0.00	0.00	0.00	0.00	0.00	0.0
501.000 Federal Grant							
Federal Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.0
539.000 State Grant Revenue							
313609 09/13/2013 GJ EFT - State of Michigan / Brownfield	334 River Street - Prmt #3	\$17,611.75	17,611.75	& Prmt #4	\$8,637.81		
313609 09/13/2013 GJ EFT - State of Michigan / Brownfield	334 River Street - Prmt #3	\$17,611.75	8,637.81	& Prmt #4	\$8,637.81		
313610 09/13/2013 GJ EFT - State of Michigan / Brownfield	334 River Street - Prmt #4 remainder		2,557.19	Final Payment - Grant Closed			
328592 06/30/2014 CR Red From: ST OF MI	Ref ID:	AM	15,321.00	Drawer:EFT	Type:GRANT	766	
State Grant Revenue	0.00	0.00	44,127.75	15,321.00	0.00	-44,127.75	0.0
626.000 Charge for Service							
Charge for Service	0.00	0.00	0.00	0.00	0.00	0.00	0.0
664.000 Interest Income							
Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.0
676.000 Reimbursement							
324594 05/15/2014 AR RIETH-RILEY CONSTRUCTION CO.			9,140.09	Invoice #00001894		1905	
Reimbursement	0.00	0.00	9,140.09	0.00	0.00	-9,140.09	0.0
699.000 Transfers In							
319388 01/30/2014 GJ Transfer 251 Balance to BRA Fund			245.40				
Transfers In	0.00	0.00	245.40	0.00	0.00	-245.40	0.0
Dept: 000	0.00	0.00	53,513.24	15,321.00	0.00	-53,513.24	0.0
Revenues	0.00	0.00	53,513.24	15,321.00	0.00	-53,513.24	0.0
Expenditures							
Dept: 000							
799.000 Miscellaneous Expense							
Miscellaneous Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.0
801.000 Professional Services							
310968 08/13/2013 AP EFTAXIADIS CONSULTING INC	CMBRA Technical Services		297.50	INV#	CMBRA-1307	74320	
311731 09/06/2013 AP EFTAXIADIS CONSULTING INC	CMBRA Technical Services		191.25	INV#	CMBRA-1308	74527	
317707 12/13/2013 AP EFTAXIADIS CONSULTING INC	Env Consulting - Joslin Cove,		233.75	INV#	CMBRA-1311	75870	
317707 12/13/2013 AP EFTAXIADIS CONSULTING INC	Env Consulting - Joslin Cove,		170.00	INV#	CMBRA-1311	75870	
328633 06/13/2014 AP EFTAXIADIS CONSULTING INC	Consulting - Filer Twp Landfil		1,317.50	INV#	CMBRA-1405	77801	
Professional Services	0.00	0.00	2,210.00	1,317.50	0.00	-2,210.00	0.0
820.000 Administration							
Administration	0.00	0.00	0.00	0.00	0.00	0.00	0.0
900.000 Printing & Publishing							
Printing & Publishing	0.00	0.00	0.00	0.00	0.00	0.00	0.0
970.000 Capital Outlay							
Capital Outlay	0.00	0.00	0.00	0.00	0.00	0.00	0.0
988.000 Grant Expense - Land Improve							
Grant Expense - Land Improve	0.00	0.00	0.00	0.00	0.00	0.00	0.0
999.000 Transfers Out							
Transfers Out	0.00	0.00	0.00	0.00	0.00	0.00	0.0

REVENUE/EXPENDITURE REPORT

City of Manistee
For the Period: 7/1/2013 to 6/30/2014

Page: 2
1/22/2015
3:19 pm

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 243 - BROWNFIELD REDEVELOPMENT AUTHO							
Expenditures							
Dept: 000	0.00	0.00	2,210.00	1,317.50	0.00	-2,210.00	0.0
Dept: 691 MDEQ Loan							
801.000 Professional Services							
Professional Services	0.00	0.00	0.00	0.00	0.00	0.00	0.0
964.000 Refunds							
Refunds	0.00	0.00	0.00	0.00	0.00	0.00	0.0
990.000 American Materials MDEQ Loan							
327188 05/31/2014 AP STATE OF MICHIGAN - MDEQ		Brownfield Redevelopment Loan	9,140.09	INV#	PR #431839-00 - #2	77638	
American Materials MDEQ Loan	0.00	0.00	9,140.09	0.00	0.00	-9,140.09	0.0
MDEQ Loan	0.00	0.00	9,140.09	0.00	0.00	-9,140.09	0.0
Dept: 692 MDEQ Grant							
801.000 Professional Services							
Professional Services	0.00	0.00	0.00	0.00	0.00	0.00	0.0
MDEQ Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Dept: 693 334 River St Grant							
801.000 Professional Services							
315119 10/01/2013 AP ELMER'S CRANE & DOZER, INC.		334 River St Brownfield Proj	8,477.75	INV#	805340	75370	
315120 10/01/2013 AP RIO VISTA LLC		334 River St Brownfield	6,136.81	INV#		75371	
Professional Services	0.00	0.00	14,614.56	0.00	0.00	-14,614.56	0.0
334 River St Grant	0.00	0.00	14,614.56	0.00	0.00	-14,614.56	0.0
Expenditures	0.00	0.00	25,964.65	1,317.50	0.00	-25,964.65	0.0

BALANCE SHEET

Page: 1
1/22/2015
3:21 pm

City of Manistee

As of: 6/30/2014 (PFY)

Balances

Fund: 243 - BROWNFIELD REDEVELOPMENT AUTHO

Assets

001.000 Cash 26,623.08
040.000 AR - Invoices 9,140.09

Total Assets 35,763.17

Reserves/Balances

390.000 Fund Balance 8,214.58
398.000 Change in Fund Balance 27,548.59

Total Reserves/Balances 35,763.17

Total Liabilities & Balances 35,763.17

REVENUE/EXPENDITURE REPORT

City of Manistee
For the Period: 7/1/2014 to 12/31/2014

Page: 1
1/22/2015
3:20 pm

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 243 - BROWNFIELD REDEVELOPMENT AUTHO							
Revenues							
Dept: 000							
485.000							
Permits							
501.000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Federal Grant							
539.000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Federal Grant							
626.000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
State Grant Revenue							
664.000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Charge for Service							
676.000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Charge for Service							
699.000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Interest Income							
699.000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Reimbursement							
	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Transfers In							
	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Transfers In							
Dept: 000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Revenues							
	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Expenditures							
Dept: 000							
799.000							
Miscellaneous Expense							
801.000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Miscellaneous Expense							
801.000							
Professional Services							
			756.25	INV#		78961	
332684			08/07/2014	AP MORINKATHY//			
			River Parc Place & North				
332679			09/02/2014	AP EFTAXIADIS CONSULTING INC		78956	
			Consulting Services		CMBRA-1408		
337612			11/13/2014	AP EFTAXIADIS CONSULTING INC		80111	
			Consulting - Hotel Northern				
820.000	0.00	0.00	1,351.25	0.00	0.00	-1,351.25	0.0
Professional Services							
820.000							
Administration							
900.000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Administration							
900.000							
Printing & Publishing							
			34.00	INV#	#41100167 - 07/31/14	78734	
331487			07/31/2014	AP PIONEER GROUP/THE//			
			Advertisements				
337727			10/31/2014	AP PIONEER GROUP/THE//		80226	
			Advertisements		#41100167 - 10/31/14		
970.000	0.00	0.00	112.25	0.00	0.00	-112.25	0.0
Printing & Publishing							
970.000							
Capital Outlay							
988.000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Capital Outlay							
988.000							
Grant Expense - Land Improve							
999.000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Grant Expense - Land Improve							
999.000							
Transfers Out							
	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Transfers Out							
Dept: 000	0.00	0.00	1,463.50	0.00	0.00	-1,463.50	0.0
Dept: 691 MDEQ Loan							
801.000							
Professional Services							

REVENUE/EXPENDITURE REPORT

City of Manistee
For the Period: 7/1/2014 to 12/31/2014

Page: 2
1/22/2015
3:20 pm

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 243 - BROWNFIELD REDEVELOPMENT AUTHO							
Expenditures							
Dept: 691 MDEQ Loan							
Professional Services							
964.000 Refunds	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Refunds							
990.000 American Materials MDEQ Loan	0.00	0.00	0.00	0.00	0.00	0.00	0.0
American Materials MDEQ Loan							
MDEQ Loan	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Dept: 692 MDEQ Grant							
801.000 Professional Services							
Professional Services	0.00	0.00	0.00	0.00	0.00	0.00	0.0
MDEQ Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Dept: 693 334 River St Grant							
801.000 Professional Services							
Professional Services	0.00	0.00	0.00	0.00	0.00	0.00	0.0
334 River St Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Expenditures	0.00	0.00	1,463.50	0.00	0.00	-1,463.50	0.0

BALANCE SHEET

Page: 1
1/22/2015
3:22 pm

City of Manistee

As of: 12/31/2014

Balances

Fund: 243 - BROWNFIELD REDEVELOPMENT AUTHO

Assets

001.000 Cash

34,299.67

Total Assets

34,299.67

Reserves/Balances

390.000 Fund Balance

35,763.17

398.000 Change in Fund Balance

-1,463.50

Total Reserves/Balances

34,299.67

Total Liabilities & Balances

34,299.67

CITY OF MANISTEE

BROWNFIELD REDEVELOPMENT AUTHORITY

SUMMARY OF INVOICES SUBMITTED FOR PAYMENT

		REPORTING PERIOD:	<u>January 1, 2015 thru April 16, 2015</u>	
VENDOR NAME	DATE	INVOICE NUMBER	INVOICE AMOUNT	SERVICE DESCRIPTION
Eftaxiadis Consulting Inc.	1/12/15	CMBRA-1410R	\$318.75	Consulting Services – BRA 334 River Street
Eftaxiadis Consulting Inc.	2/1/15	CMBRA-1501	\$743.75	Consulting Services
Eftaxiadis Consulting Inc.	4/15/15	CMBRA-1503	\$1,742.50	Consulting Services – Joslin Cove Issues Brownfield Services - Hotel Northern, H&K, Hokanson, Rodeway
TOTAL:			\$2,850.00	

REVENUE/EXPENDITURE REPORT

City of Manistee

For the Period: 7/1/2014 to 3/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 243 - BROWNFIELD REDEVELOPMENT AUTHO							
Revenues							
Dept: 000							
485.000 Permits	0.00	0.00	0.00	0.00	0.00	0.00	0.0
501.000 Federal Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.0
539.000 State Grant Revenue	0.00	0.00	0.00	0.00	0.00	0.00	0.0
626.000 Charge for Service	0.00	0.00	0.00	0.00	0.00	0.00	0.0
664.000 Interest Income	0.00	0.00	0.00	0.00	0.00	0.00	0.0
676.000 Reimbursement	0.00	0.00	0.00	0.00	0.00	0.00	0.0
699.000 Transfers In	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Dept: 000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Revenues	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Expenditures							
Dept: 000							
799.000 Miscellaneous Expense	0.00	0.00	0.00	0.00	0.00	0.00	0.0
801.000 Professional Services	0.00	0.00	2,413.75	0.00	0.00	-2,413.75	0.0
820.000 Administration	0.00	0.00	0.00	0.00	0.00	0.00	0.0
900.000 Printing & Publishing	0.00	0.00	112.25	0.00	0.00	-112.25	0.0
970.000 Capital Outlay - under \$5,000	0.00	0.00	0.00	0.00	0.00	0.00	0.0
988.000 Grant Expense - Land Improve	0.00	0.00	0.00	0.00	0.00	0.00	0.0
999.000 Transfers Out	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Dept: 000	0.00	0.00	2,526.00	0.00	0.00	-2,526.00	0.0
Dept: 691 MDEQ Loan							
801.000 Professional Services	0.00	0.00	0.00	0.00	0.00	0.00	0.0
964.000 Refunds	0.00	0.00	0.00	0.00	0.00	0.00	0.0
990.000 American Materials MDEQ Loan	0.00	0.00	0.00	0.00	0.00	0.00	0.0
MDEQ Loan	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Dept: 692 MDEQ Grant							
801.000 Professional Services	0.00	0.00	0.00	0.00	0.00	0.00	0.0
MDEQ Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Dept: 693 334 River St Grant							
801.000 Professional Services	0.00	0.00	0.00	0.00	0.00	0.00	0.0
334 River St Grant	0.00	0.00	0.00	0.00	0.00	0.00	0.0
Expenditures	0.00	0.00	2,526.00	0.00	0.00	-2,526.00	0.0
Net Effect for BROWNFIELD REDEVELOPMENT AUTHO	0.00	0.00	-2,526.00	0.00	0.00	2,526.00	0.0
Change in Fund Balance:			-2,526.00				
Grand Total Net Effect:	0.00	0.00	-2,526.00	0.00	0.00	2,526.00	

BALANCE SHEET

City of Manistee

As of: 3/31/2015

Balances

Fund: 243 - BROWNFIELD REDEVELOPMENT AUTHO

Assets

001.000	Cash	33,237.17
017.000	MBIA Mi Class Inv	0.00
040.000	AR - Invoices	0.00
084.000	Due From Other Funds	0.00

Total Assets 33,237.17

Liabilities

202.000	Accounts Payable	0.00
203.000	Accrued Payables	0.00
214.000	Due To Other Funds	0.00

Total Liabilities 0.00

Reserves/Balances

390.000	Fund Balance	35,763.17
398.000	Change in Fund Balance	-2,526.00

Total Reserves/Balances 33,237.17

Total Liabilities & Balances 33,237.17

AGREEMENT

Whereas, on February 24, 2012, the City of Manistee Brownfield Redevelopment Authority (“CMBRA”) entered into an Independent Contractor Agreement with Eftaxiadis Consulting, Inc., a Michigan corporation (“Independent Contractor”), with respect to certain services Independent Contractor was to provide to CMBRA;

Whereas, the aforementioned Independent Contractor Agreement provides, in paragraph 8, that neither party may assign the obligations under the Agreement without the prior written consent of the other party;

Whereas, Independent Contractor desires to assign the rights and obligations it holds under the aforementioned Independent Contractor Agreement to Eftaxiadis Consulting, LLC, a Michigan limited liability company of 817 Cherry Street, Manistee, MI 49660 and the CMBRA and Independent Contractor wish to consent to said assignment.

Now, therefore, it is hereby agreed between the parties hereto as follows:

1. That all the rights and obligations of the Independent Contractor, pursuant to an Independent Contractor Agreement between the City of Manistee Brownfield Redevelopment Authority and Eftaxiadis Consulting, Inc. dated February 24, 2012 are hereby assigned to Eftaxiadis Consulting, LLC, a Michigan limited liability company, and all parties by their signature below acknowledge their consent to said assignment.

2. The parties signing this Agreement represent and warrant that they have the legal authority to execute this Agreement on behalf of their respective entity.

Dated: _____, 2015

City of Manistee Brownfield Redevelopment
Authority

By _____

Its _____

City of Manistee

2015-2016 Budget

Brownfield Redevelopment Authority

243 Brownfield Authority	Actual 2013-2014	Budget 2014-2015	Projected 2014-2015	Proposed 2015-2016	Notes
501.000 Federal Grant	\$0	\$0	\$0	\$0	
539.000 State Grants	44,128	0	0	0	
626.000 Charge for Service	0	15,000	1,500	8,000	Various applicants
676.000 Reimbursement	9,140	0	9,140	9,140	American Materials loan
699.000 Operating Transfer In	245	0	0	0	
Total Revenues	\$53,513	\$15,000	\$10,640	\$17,140	
000 Brownfield Authority					
799.000 Miscellaneous Expense	\$0	\$0	\$0	\$0	
801.000 Professional Services	2,210	11,000	8,000	12,000	Eftaxiadis, LLC (various)
820.000 Administration	0	4,000	4,000	4,000	City staff time
860.000 Travel & Training Expense	0	0	0	0	
900.000 Printing & Publishing	0	0	112	200	
970.000 Capital Outlay	0	0	0	0	
999.000 Transfer Out	0	0	0	0	
Subtotal Brownfield Authority	\$2,210	\$15,000	\$12,112	\$16,200	
691 MDEQ Loan					
799.000 Miscellaneous Expense	\$0	\$0	\$0	\$0	
990.000 American Materials Loan	9,140	0	9,140	9,140	American Materials loan
801.000 Professional Services	0	0	0	0	
820.000 Administration	0	0	0	0	
860.000 Travel & Training Expense	0	0	0	0	
900.000 Printing & Publishing	0	0	0	0	
970.000 Capital Outlay	0	0	0	0	
999.000 Transfer Out	0	0	0	0	
Subtotal Brownfield Authority	\$9,140	\$0	\$9,140	\$9,140	
334 River Street					
799.000 Miscellaneous Expense	\$0	\$0	\$0	\$0	
801.000 Professional Services	14,615	0	0	0	
820.000 Administration	0	0	0	0	
860.000 Travel & Training Expense	0	0	0	0	
900.000 Printing & Publishing	0	0	0	0	
970.000 Capital Outlay	0	0	0	0	
Subtotal 334 River Street	\$14,615	\$0	\$0	\$0	
Total Expenses	\$25,965	\$15,000	\$21,252	\$25,340	
TOTAL BROWNFIELD REDEVELOPMENT	\$27,548	\$0	-\$10,612	-\$8,200	
Beginning Fund Balance	\$8,215		\$35,763	\$25,151	
Projected Ending Fund Balance	\$35,763		\$25,151	\$16,951	

Dated: _____, 2015

Eftaxiadis Consulting, Inc.

By _____

Its _____

Dated: _____, 2015

Eftaxiadis Consulting, LLC

By _____

Its _____

Prepared by:
Gockerman, Wilson, Saylor & Hesslin
a Mika Meyers Beckett & Jones, PLC law firm
By: George V. Saylor, III (P37146)
Attorneys at Law
414 Water Street
Manistee, MI 49660
(231) 723-8333

INDEPENDENT CONTRACTOR AGREEMENT

This Independent Contractor Agreement (“Agreement”) is entered into by and between the **CITY OF MANISTEE BROWNFIELD REDEVELOPMENT AUTHORITY** (“CMBRA”) of 70 Maple Street, Manistee, Michigan 49660 and **EFTAXIADIS CONSULTING INC** (“Independent Contractor”) of 817 Cherry Street, Manistee, Michigan 49660.

WHEREAS, CMBRA desires to contract with Independent Contractor to provide the services described below; and

WHEREAS, Independent Contractor desires to render such services for and on behalf of CMBRA;

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements set forth herein, the parties agree as follows.

1. CMBRA agrees to engage Independent Contractor, and Independent Contractor agrees to such engagement, to provide environmental and redevelopment/rehabilitation technical support services (the “Services”) to the Administrator of the CMBRA, including but not limited to:

1. Coordinate the implementation of the CMBRA’s Brownfield Redevelopment Planning program, including but not limited to:
 - a. Consultation with CMBRA Administrator, developers and other parties.
 - b. Administrative/technical review of applications for redevelopment incentives.
 - c. Preparation of Development & Reimbursement Agreement between CMBRA, City and developers and coordination with CMBRA’s legal counsel.
 - d. Preparation of BRA Plan and Tax Increment Financing (TIF) tables.
 - e. Conferences and meetings with developers, MDEQ and MSHDA and MEGA.
 - f. Scheduling CMBRA and City Council meetings, preparation of resolutions, and preparation and posting of public notices of hearings and meetings.
 - g. Presentation, discussion and approval of BRA Plan, Brownfield (Act 381) Work Plan, and Development & Reimbursement Agreement at CMBRA meetings.
 - h. Presentation and discussion of BRA Plans at City Council hearings and meetings.
 - i. Preparation and/or review of Brownfield (Act 381) Work Plan and coordination of approvals by MDEQ and MEGA.
 - j. Review of developer’s invoices for eligible costs of redevelopment project.

- k. Review of environmental assessment and remediation reports for redevelopment project.
2. Coordinate the implementation of the US EPA Brownfield Assessment Grants, including but not limited to:
 - a. Assist the CMBRA and its Administrator in procuring environmental consultant(s), including the development of Requests for Proposals, reviewing proposals, interviewing consultants and making contract award recommendations.
 - b. Prepare and/or independently review technical documents prepared by the CMBRA's third party environmental consultant(s) (such as Site Inventories, QAPPs, Field Sampling Plans, Phase I and II Environmental Site Assessments, Baseline Environmental Assessments, and Remediation Plans).
 - c. Provide coordination and oversight of consultant(s)' work, manage contracts, review/recommend approval of invoices, and track contractual budget(s).
 - d. Assist the CMBRA with targeting properties for conducting environmental activities by the selected consultant(s).
 - e. Conduct the Public Involvement and Information components of the Grants.
 - f. Perform the administrative tasks of the Grants including but not limited to Grant budget tracking, preparation of Quarterly Progress Reports, Site Eligibility Determinations, Site Profiles, closeout and other reports required by the US EPA.
 3. Assist the CMBRA and its Administrator with the operations of the CMBRA, including but not limited to:
 - a. Research Federal, State or Local sources of funding and/or tax abatement for CMBRA's environmental, redevelopment and rehabilitation activities.
 - b. Apply for Federal, State or Local Brownfield grants, loans, reimbursements and/or tax abatements for environmental, redevelopment or rehabilitation activities.
 - c. Coordinate site assessments, remediation, site closure, monitoring, permitting and reporting services provided by consultants/contractors to CMBRA.
 - d. Implement Federal, State or Local grants, loans or eligible cost reimbursements secured on behalf of CMBRA for environmental, redevelopment or rehabilitation activities.
 4. Coordinate the procurement and implementation of State of Michigan Brownfield and Environmental Assessment and Cleanup Grants and Loans, including but not limited to:
 - a. Assist the CMBRA and its Administrator in securing Grants and Loans, including preparation and processing of applications, negotiation of

contracts, preparation of budgets and budget management, and performance of Grant/Loan administrative functions.

- b. Assist the CMBRA and its Administrator in procuring environmental consultant(s) and contractor(s), including the development of Requests for Proposals, reviewing proposals, interviewing consultants/contractors, making contract award recommendations, and drafting contract documents.
- c. Prepare and/or independently review technical documents prepared by third party environmental/engineering consultants (such as Environmental Site Assessments, Baseline Environmental Assessments, Due Care and Remediation Plans, Designs and Specifications, Bid Documents, and other technical documents).
- d. Provide coordination and oversight of consultants' and contractors' work, manage contracts, review/recommend approval of invoices, and track contractual budget(s).
- e. Perform administrative tasks of the Grants and Loans including but not limited to budget tracking, preparation of Progress Reports, closeout and other reports as required by the State of Michigan.

2. Independent Contractor is, and shall at all times be construed to be, an Independent Contractor in accordance with the laws of the State of Michigan and the rules and regulations established by the Internal Revenue Service. Nothing in this Agreement shall be construed or considered to create a partnership relationship or a relationship of an employer and employee between CMBRA and Independent Contractor. CMBRA and Independent Contractor shall have complete charge of the management and operation of their respective businesses, shall hire and pay wages and all other compensation of all of their respective employees and agents, and shall pay all bills, expenses, and other charges incurred with respect to their respective businesses, and neither shall have any rights, duties or obligations with respect to the management or operation of the other. Independent Contractor acknowledges and agrees that CMBRA shall not withhold any federal, state, or local taxes from amounts paid to Independent Contractor and that such obligations shall be Independent Contractor's alone, and that Independent Contractor shall not be entitled to and have no claim against CMBRA for vacation pay, sick leave, retirement, social security benefits, workers' compensation, disability, unemployment insurance benefits or any employee benefits of any kind whatsoever.

3. Independent Contractor shall be paid for the Services in the following manner:

- Hourly base rate of sixty five dollars (\$65.00) or as allowed by the terms of the US EPA Brownfield Assessment Grants and State of Michigan Grant(s) or Loan(s), plus all or a portion of the Independent Contractor's overhead costs at the Independent Contractor's discretion, not to exceed forty dollars (\$40) per hour, based on submitted documentation for dates of service, hours worked, work performed, etc.
- Independent Contractor shall submit monthly, or less frequent, invoices itemizing fees and charges. CMBRA agrees to pay these invoices within 30 days of invoice receipt.

CMBRA may request from Independent Contractor, and Independent Contractor will be

obligated to provide, reasonable documentation supporting or evidencing the Services performed by Independent Contractor. Upon termination of this Agreement, payments under this paragraph shall cease; however, Independent Contractor shall be entitled to payments for approved Services that were performed prior to the date of termination and for which Independent Contractor has not yet been paid.

4. This Agreement shall be terminable by either party with 30 day's prior written notice to the other provided, however, that the restriction stated in paragraph 10 below shall remain in full force and effect.

5. Independent Contractor agrees and guarantees that the Services will be performed in a workmanlike and professional manner consistent with general industry practices and to the satisfaction of CMBRA. While CMBRA will rely on Independent Contractor's representation to work as many hours as may be necessary to fulfill Independent Contractor's obligations under this Agreement, the scope of specific Services to be provided by the Independent Contractor and an estimate of hours required to complete such Services will be established between CMBRA and the Independent Contractor prior to the initiation of Independent Contractor's Services.

6. Independent Contractor shall pay all expenses involved in providing the Services and shall not be entitled to reimbursement from CMBRA for any expenses. However, direct project expenses, including subcontracted services requested by the CMBRA or its Administrator, incurred by Independent Contractor as a result of providing the services in Section 1, will be reimbursed by CMBRA upon written documentation of the expenses. Independent Contractor may, at its discretion, include a five percent (5%) administrative processing fee to subcontracted expenses. Mileage charges for vehicle usage will be based upon the then-current IRS standard mileage rate.

7. Independent Contractor acknowledges that CMBRA will not be responsible for providing any support services, including but not limited to office space and secretarial services, for the use or benefit of Independent Contractor. However, CMBRA and Independent Contractor may mutually agree on terms for the provision of such support services to Independent Contractor.

8. Independent Contractor's and CMBRA's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without the prior written consent of CMBRA and Independent Contractor, respectively.

9. Independent Contractor agrees that he/she shall not at any time (whether during or after termination of this Agreement) disclose to anyone any proprietary information or trade secret of CMBRA, or utilize such proprietary information or trade secret for his/her own benefit, or for the benefit of third parties. Further, all originals and copies of all memoranda, notes, records or other documents compiled by CMBRA, made available to him/her or to which he/she had access during the term of this Agreement concerning the business of CMBRA and its customers shall be the property of CMBRA and shall be delivered to CMBRA on the termination of this Agreement or at any other time upon request. Notwithstanding the above, Independent Contractor agrees not to copy any business records of CMBRA without the prior written

permission of CMBRA. For purposes of this Agreement, proprietary information includes any confidential or private technical, financial or business information or any records, practices, letters, plans, computer programs, pricing, copyrights, customer lists, agreements, files or formulae that CMBRA uses or employs in its business and which has not been made generally available to the public. All reports, drawings, plans, specifications, field data, field notes, calculations, estimates and other documents Independent Contractor prepares, as instruments of service, shall be for CMBRA's use only on this Agreement and shall remain Independent Contractor's property. Electronic data may be provided as an accommodation only. Paper documents are the Agreement deliverables. CMBRA agrees to hold harmless and indemnify Independent Contractor for any changes or modifications made by others to any electronic data provided by the Independent Contractor.

10. If CMBRA or Independent Contractor commit a breach or threatens to commit a breach of paragraph 9 above, CMBRA or Independent Contractor, respectively, shall have the right to have this Agreement specifically enforced and an injunction issued by any court having equity jurisdiction without being required to post bond or other security and without having to prove the inadequacy of the available remedies at law, it being acknowledged and agreed that any such breach or threatened breach will cause irreparable injury to CMBRA or Independent Contractor and that money damages will not provide an adequate remedy to CMBRA or CMBRA or Independent Contractor, respectively. In addition, CMBRA or Independent Contractor may take all such other action and remedies available to it under law or in equity and shall be entitled to such damages as it can show it has sustained by reason of such breach.

11. The parties recognize that Independent Contractor may provide services to third parties. However, Independent Contractor is bound by the confidentiality provisions in paragraph 9 of this Agreement, and Independent Contractor may not use the confidential information, directly or indirectly, for the benefit of third parties.

12. Upon termination of this Agreement, Independent Contractor shall deliver all records, notes, data, memoranda, and equipment of any nature that are in Independent Contractor's possession or under Independent Contractor's control and that are CMBRA's property or relate to CMBRA's business.

13. Waiver by either party of any provision of this Agreement, or waiver of any breach of any provision of this Agreement, shall not constitute waiver of any other provision of this Agreement, nor waiver of any prior, concurrent or subsequent breach of the same or of any other provision hereof.

14. This Agreement contains the entire understanding of the parties and may only be modified in a writing signed by both parties. This Agreement shall be construed in accordance with the laws of the State of Michigan, and the invalidity or enforceability of any provision of this Agreement shall not effect or limit the validity or enforceability of the other provisions hereof. The parties agree to submit to the jurisdiction of a Michigan state court or a federal district court sitting in Michigan (in the event that the jurisdiction of a federal court is appropriate), with respect to all claims arising out of this Agreement.

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

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates set forth below.

Subscribed and sworn to before me this 24th EFTAXIADIS CONSULTING INC.
day of February, 2012

Beverly Pahoski

Notary Public

For the County of Manistee

My Commission Expires: 11/28/2016

[Signature]

Print Name: T. Eftaxiadis

Subscribed and sworn to before me this 24th CITY OF MANISTEE BROWNFIELD
day of February, 2012 REDEVELOPMENT AUTHORITY

Beverly Pahoski

Notary Public

For the County of Manistee

My Commission Expires: 11/28/2016

[Signature]

By: Clinton McKinven - Cpus

Its: Chairperson

BEVERLY A. PAHOSKI
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF MASON
MY COMMISSION EXPIRES 11/28/2016
ACTING IN THE COUNTY OF Manistee