

MANISTEE CITY BROWNFIELD REDEVELOPMENT AUTHORITY

Meeting of February 9, 2016
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 February 9, 2016 agenda.

IV Approval of Minutes

At this time Brownfield Redevelopment Authority can take action to approve the July 28, 2015 meeting minutes. There was not a quorum at the October 27, 2015 meeting.

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

Development Agreement – South Washington Area Redevelopment Project

A Development Agreement between the BRA, City of Manistee and private developer has been drafted regarding the South Washington Area Redevelopment Project. As one of the parties in the agreement the BRA needs to discuss and act on the agreement.

At this time the BRA will take action to approve/deny the South Washington Area Redevelopment Project Development Agreement.

Act 381 Work Plan – South Washington Area Redevelopment Project Area

The Act 381 Work Plan for the South Washington Area Redevelopment Project had been drafted to secure approval by the State of Michigan for the BRA to capture state tax increments for use on the South Washington Area Redevelopment Project. The BRA needs to discuss and act on the Plan.

At this time the BRA will take action to approve/deny the submittal of the Act 31 Work Plan for the South Washington Redevelopment Project to the State of Michigan (MEDC & MDEQ).

BRA Responsibilities - South Washington Area Redevelopment Project

Members of the BRA will discuss their responsibilities under the Development Agreement and Act 381 Work Plan.

Election of Officers

According to the By-Laws of the City of Manistee Brownfield Redevelopment Authority their annual election of Officers is held at their annual meeting in January. The January Meeting was moved to February 9, 2016.

At this time the meeting will be turned over to Ed Bradford who will ask for nominations.

Chair - The Brownfield Redevelopment Authority will select a Chair for 2016.

Vice-Chair - The Brownfield Redevelopment Authority will select a Vice Chair for 2016.

Secretary/Treasurer - The Brownfield Redevelopment Authority will select a Secretary for 2016.

Appointment of a Recording Secretary 2016

At this time the Brownfield Redevelopment Authority Secretary appointed for 2016 may appoint a Recording Secretary for 2016.

By Law Review

According to the By-Laws of the City of Manistee Brownfield Redevelopment Authority shall annually review their By-Laws at their annual meeting in January. The January Meeting was moved to February 9, 2016.

At this time the Brownfield Redevelopment Authority could take action to make changes to their By-Laws if necessary.

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.

At this time the members of the Brownfield Redevelopment Authority will take their 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.

Project Updates

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

VIII Old Business

Schedule Meetings 2016

There was not a quorum at the October 27, 2015 Brownfield Redevelopment Authority Meeting. The Authority needs to schedule the remainder of their meetings for 2016. The By-Laws require that quarterly meetings be held in January, April, July, and October. In 2015 the Authority met on the last Thursday of the month at 2:00 p.m. in the Council Chambers.

At this time the Brownfield Redevelopment Authority could take action to schedule the remainder of their meetings for 2016.

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: February 5, 2016

RE: February 9, 2016 Brownfield Redevelopment Authority Meeting

Directors, the next meeting of the Brownfield Redevelopment Authority will be on **Tuesday, February 9, 2016** at 2 pm in the Council Chambers. We have the following items on the Agenda.

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.

Development Agreement – South Washington Area Redevelopment Project - A Development Agreement between the BRA, City of Manistee and private developer has been drafted regarding the South Washington Area Redevelopment Project. As one of the parties in the agreement the BRA needs to discuss and act on the agreement.

Act 381 Work Plan – South Washington Area Redevelopment Project Area - The Act 381 Work Plan for the South Washington Area Redevelopment Project had been drafted to secure approval by the State of Michigan for the BRA to capture state tax increments for use on the South Washington Area Redevelopment Project. The BRA needs to discuss and act on the Plan.

BRA Responsibilities - South Washington Area Redevelopment Project - Members of the BRA will discuss their responsibilities under the Development Agreement and Act 381 Work Plan.

Election of Officers - According to the By-Laws of the City of Manistee Brownfield Redevelopment Authority their annual election of Officers is held at their annual meeting in January. The January Meeting was moved to February 9, 2016.

Appointment of a Recording Secretary 2016 - At this time the Brownfield Redevelopment Authority Secretary appointed for 2016 may appoint a Recording Secretary for 2016. .

By Law Review - According to the By-Laws of the City of Manistee Brownfield Redevelopment Authority shall annually review their By-Laws at their annual meeting in January. The January Meeting was moved to February 9, 2016.

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.

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

Schedule Meeting Dates 2016 – We did not have a quorum at the October Meeting and need to schedule meeting dates for 2016. The City of Manistee Brownfield Redevelopment Authority By Laws requires that quarterly meetings be held (January, April, July and October). This past year the Authority has met on the fourth Tuesday of the month at 2:00 pm in the Council Chambers.

MANISTEE CITY BROWNFIELD REDEVELOPMENT AUTHORITY

70 Maple Street
Manistee, MI 49660

MEETING MINUTES

July 28, 2015

A meeting of the Manistee City Brownfield Redevelopment Authority was held on July 28, 2015 at 2pm in the Council Chambers, City Hall, 70 Maple Street, Manistee, Michigan.

Meeting was called to order at 2:04 pm by Vice Chair Donald Kuk

Roll Call:

Members Present: Steve Brower, Dave Carlson, Donald Kuk, Marlene McBride, Jeffrey Stege

Members Absent: W. Frank Beaver (excused), Clinton McKinven-Copus (excused)

Others: T. Eftaxiadis (BRA Consultant), Ed Bradford (BRA Administrator), Denise Blakeslee (BRA Recording Secretary) and others

APPROVAL OF AGENDA

Motion by Dave Carlson, seconded by Steve Brower that the agenda be approved as prepared.

With a Voice Vote this motion passed unanimously.

APPROVAL OF MINUTES

Motion by Steve Brower, seconded by Marlene McBride that the minutes of the April 28, 2015 Brownfield Redevelopment Authority meeting be approved as prepared.

With a Voice Vote this motion passed unanimously.

PUBLIC HEARING

None

FINANCIAL REPORTS

Approval of Invoices

No invoices this quarter

Financial Statements

Finance Director Ed Bradford reviewed the Balance Sheet and Revenue/Expenditure Report with the Directors (attached).

NEW BUSINESS

Discussion of Lighthouse Park

T. Eftaxiadis spoke to the Directors about the concern about potential contamination at Lighthouse Park. There are several other communities that have wooden playground structures that were constructed at the same time where they have found arsenic contamination in the wood chips. After a request was received from the DPW Director and Interim City Manager he contacted some communities and the MDEQ about the matter. At the City DPW's request, and in consultation with MDEQ, T Eftaxiadis developed a Work Plan to collect samples of the wood used in the playground structure, woodchips and shallow soil at several locations at the park and analyze it for arsenic, copper and chromium. The sampling and analysis will be performed by Compliance Inc., an environmental consulting firm; T Eftaxiadis will provide liaison and oversight of the work. Compliance Inc. plans to perform the testing tomorrow; preliminary results are expected within approximately ten days. Once the report is received they will determine if more detailed testing is needed using the extra samples that will be collected tomorrow and held for testing, if needed. The results of the testing will determine how to proceed and if needed, coordinate actions with the MDEQ. Initial sampling, analysis and reporting is expected to cost about \$4,500, additional testing may cost an additional \$2,000.

MOTION by Steve Brower, seconded by Marlene McBride that the Brownfield Redevelopment Authority authorizes the Brownfield Administrator to use monies in the fund for third party sampling and analytical work to assess the presence of heavy metals potentially present at Lighthouse Park, in an amount not to exceed \$7,000 without additional authorization.

With a voice vote motion passed unanimously.

Project Update

T. Eftaxiadis reviewed the staff report that was submitted (attached).

OLD BUSINESS

Discussion on Fees for Assistance to Developers

The Authority discussed how and when fees will be charged for assisting developers and redevelopers on various projects and how to establish fee amounts. Staff was directed at the April meeting to work on a document that can be used to determine fees for assisting with redevelopment inquiries.

The Directors reviewed the proposed fee policy and schedule.

MOTION by Jeff Stege, seconded by Dave Carlson that the Brownfield Redevelopment Authority authorizes the Brownfield Director to use the attached fee schedule for assistance to developers.

With a voice vote motion passed unanimously

PUBLIC COMMENTS AND COMMUNICATIONS

No public in attendance

CORRESPONDENCE

No Correspondence was received.

STAFF REPORTS

Council Presentation

Ed Bradford and T. Eftaxiadis discussed the annual report that was given to City Council on June 2, 2015 reporting the Brownfield Redevelopment Authority's activities this past year.

Denise Blakeslee spoke to the Directors about the Redevelopment Ready Communities Program. Next year the members of the Brownfield Redevelopment Authority will be asked to attend the annual meeting with City Council and various Boards and Commissions.

MEMBERS DISCUSSION

Director Carlson spoke about how exciting it is to see what is happening on River Street and the need to educate the property owners on various programs available.

The next regular meeting of the Brownfield Redevelopment Authority will be held on October 27, 2015.

ADJOURNMENT

Motion by Marlene McBride, seconded by Dave Carlson that the meeting be adjourned. MOTION PASSED UNANIMOUSLY.

Meeting adjourned at 3:17 pm

MANISTEE CITY BROWNFIELD REDEVELOPMENT AUTHORITY

Denise J. Blakeslee, Recording Secretary

REVENUE/EXPENDITURE REPORT

City of Manistee
For the Period: 7/1/2014 to 6/30/2015

Page: 1
7/15/2015
3:04 pm

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 243 - BROWNFIELD REDEVELOPMENT AUTHO							
Revenues							
Dept: 000							
676.000 Reimbursement							
349619 05/15/2015 AR RIETH-RILEY CONSTRUCTION CO.	American Materials - Brownfield		9,140.09	Invoice #00002103		2114	
Reimbursement	0.00	0.00	9,140.09	0.00	0.00	-9,140.09	0.0
Dept: 000	0.00	0.00	9,140.09	0.00	0.00	-9,140.09	0.0
Revenues	0.00	0.00	9,140.09	0.00	0.00	-9,140.09	0.0
Expenditures							
Dept: 000							
801.000 Professional Services							
332684 08/07/2014 AP MORINKATHY//	River Parc Place & North		756.25	INV#		78961	
332679 09/02/2014 AP EFTAXIADIS CONSULTING INC	Consulting Services		403.75	INV#	CMBRA-1408	78956	
337612 11/13/2014 AP EFTAXIADIS CONSULTING INC	Consulting - Hotel Northern		191.25	INV#		80111	
342036 01/12/2015 AP EFTAXIADIS CONSULTING LLC	Consulting - BRA/334 River St.		318.75	INV#	CMBRA-1410R	81120	
343492 02/01/2015 AP EFTAXIADIS CONSULTING LLC	Consulting, Brownfield Service		743.75	INV#	CMBRA-1501	81413	
348348 04/15/2015 AP EFTAXIADIS CONSULTING LLC	Consulting, Brownfield Service		1,742.50	INV#	CMBRA-1503	82107	
Professional Services	0.00	0.00	4,156.25	0.00	0.00	-4,156.25	0.0
900.000 Printing & Publishing							
331487 07/31/2014 AP PIONEER GROUP/THE//	Advertisements		34.00	INV#	#11100167 - 07/31/14	78734	
337727 10/31/2014 AP PIONEER GROUP/THE//	Advertisements		78.25	INV#	#11100167 - 10/31/14	80226	
Printing & Publishing	0.00	0.00	112.25	0.00	0.00	-112.25	0.0
Dept: 000	0.00	0.00	4,268.50	0.00	0.00	-4,268.50	0.0
Dept: 891 MDEQ Loan							
990.000 American Materials MDEQ Loan							
349794 05/31/2015 AP STATE OF MICHIGAN - MDEQ	Brownfield Redevelopment Loan		9,140.09	INV#	PR #131839-00 - #0	82489	
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
Expenditures	0.00	0.00	13,408.59	0.00	0.00	-13,408.59	0.0
Net Effect for BROWNFIELD REDEVELOPMENT AUTHO	0.00	0.00	-4,268.50	0.00	0.00	-4,268.50	
Change in Fund Balance:			-4,268.50				

BALANCE SHEET

Page: 1
7/15/2015
3:03 pm

City of Manistee

As of: 6/30/2015

Balances

Fund: 243 - BROWNFIELD REDEVELOPMENT AUTHO

Assets

001.000 Cash

31,494.67

Total Assets

31,494.67

Reserves/Balances

390.000 Fund Balance

35,763.17

398.000 Change in Fund Balance

-4,268.50

Total Reserves/Balances

31,494.67

Total Liabilities & Balances

31,494.67

Memo

To: City of Manistee Brownfield Redevelopment Authority Directors and Administrator
From: T. Eftaxiadis, Eftaxiadis Consulting LLC
Date: July 28, 2015
Re: Project Status

The status of projects since the last Brownfield Redevelopment Authority ("Authority") meeting is as follows:

1. South Washington Area Redevelopment, River Park Place and North Channel Outlet. The Act 381 Work Plan is under preparation by the Authority. Staff is working with Developer, DPW and City Engineer to obtain cost breakdowns for public infrastructure improvements.
2. H&K Property and Hotel Northern Property. We have had no contacts by the new owners/developers concerning their desire to obtain Authority assistance for MSHDA/MEDC redevelopment grants for these projects. Further staff effort will be expended when/if owners/developers submit the project application (and associated fees) to the Authority.
3. Hokanson Property. We have had no contacts by the new owner/developer concerning his desire to obtain Authority assistance for a Brownfield TIF and/or MEDC redevelopment grant for this project. Therefore, no further staff effort will be expended until the owner/developer submits the project application (and associated fees) to the Authority.
4. Rodeway Inn. Authority staff has not had contacts by the new owner of the property concerning Brownfield TIF assistance.
5. Glick's Property. Staff has participated in public meetings with and assisted representatives of the MEDC and its real estate consultant generating conceptual redevelopment plan for the property.
6. 334 River Street Property. Based on increased property assessed and taxable values, staff anticipates that Brownfield TIF increments will be generated starting with payment of the Winter 2015 taxes. Estimated TIF capture and reimbursement projections have been generated by staff.
7. Lighthouse Park. Staff is assisting the City's DPW with an environmental assessment of material at the park (treated wood, wood chips, and soils) potentially impacted by chemicals associated with wood preservation. Staff prepared the Work Plan for the assessments and coordinates and oversees the field work by a third party environmental firm on behalf of the DPW.

Please let me know if you have any questions or require additional information

CITY OF MANISTEE BROWNFIELD REDEVELOPMENT AUTHORITY

Redevelopment Project Funding Assistance Process Outline

This document provides an outline of the steps and activities required to process requests for funding assistance by the City of Manistee Brownfield Redevelopment Authority (CMBRA) in support of redevelopment projects within the City.

STEP 1. PRE-APPLICATION ACTIVITIES (No Fee Required)

1. Receipt by staff (CMBRA Administrator, Zoning Administrator, CMBRA Consultant) of new/prospective property Owner or Developer ("Owner/Developer") inquiries concerning CMBRA/City assistance with pursuing redevelopment financial support through City and/or State (MEDC, MSHDA, etc.).
2. Initial staff discussion of inquiry. Assignment of staff contact with Owner/Developer.
3. Initial site visit and prospective project discussion with Owner/Developer.
4. Request for completion and submittal by Owner/Developer of CMBRA Redevelopment Pre-Application Form (Attachment A)
5. Staff review of Pre-Application and initial determination of project viability and desirability.

STEP 2. APPLICATION FOR REDEVELOPMENT PROJECT FUNDING (Fees Required)

1. Submittal of Application for Redevelopment Project Funding prepared by applicant and receipt of application fee **(\$2,000)**.
2. Administrative and technical review of Application by CMBRA, and City representatives (if needed).
3. Evaluation of applicant's request for financial assistance by CMBRA and City. Make Go – No Go decision.
4. Meeting with applicant, CMBRA, City and Michigan Department of Environmental Quality (MDEQ) and Michigan Strategic Fund (MSF).
5. Preparation by BRA of standard BRA Plan, including Eligible Costs and Tax Increment Financing (TIF) tables (if applicable) based on information provided in application.
6. Preparation by BRA and City, of Standard Development & Reimbursement Agreement between CMBRA, City (if appropriate) and applicant.

The application fee of **\$2,000** is due with the submittal of the Application and it is non-refundable. Legal fees incurred by the BRA and City for the preparation, review or negotiation of a non-standard Development & Reimbursement Agreement will be invoiced to the applicant at cost and will be payable prior to proceeding with Step 3 of the redevelopment assistance process.

STEP 3. BROWNFIELD PLAN PROCESSING

1. Scheduling of CMBRA public hearing, preparation of resolution, and posting (twice) of notice of public hearing.

- 1 -

2. Public hearing on BRA Plan by CMBRA, followed by meeting of CMBRA to discuss and act on BRA Plan and Development & Reimbursement Agreement.
3. Meeting of City Council to discuss and act on BRA Plan

A non-refundable BRA Plan processing base fee **(\$1,500)** is due prior to scheduling the CMBRA's meeting to act on the BRA Plan. An additional fee **(1%)** of the requested TIF reimbursement amount, not to exceed \$10,000, will be added to the \$1,500 base fee.

Substantially more complex projects that require integration of additional forms of financial support that may be pursued by the CMBRA or City on behalf of the Owner/Developer (MSHDA, USDA or MEDC Grants and/or Loans), will require an additional fee **(\$3,000)** per grant/loan application or a **(2.5%) fee** of the grant/loan application amount, whichever is more.

STEP 4. BROWNFIELD ACT 381 WORK PLAN PROCESSING

1. Preparation by CMBRA staff of Brownfield Act 381 Work Plan (Work Plan) for reimbursement of the Owner/Developer's "eligible" redevelopment costs.
2. Meeting of CMBRA to discuss and act on Work Plan.
4. Submittal by CMBRA, and coordination with MDEQ and/or MSF of Work Plan for review and approval.

A development and processing fee for the Work Plan **(\$4,000)** is due prior to the preparation of the Work Plan. The Work Plan development and processing fee covers the CMBRA's actual costs (estimated at \$1,000 to \$4,000 depending on the complexity of the project). The processing fee of \$4,000 will be placed in escrow to be used for payment of CMBRA's costs. The unused portion of the fee will be refunded to the Owner/Developer. This processing fee is an "eligible" cost, therefore it will be included in the BRA Plan and in the Work Plan to be reimbursed to the Owner/Developer by the CMBRA through future incremental tax revenues.

STEP 5. PROJECT IMPLEMENTATION

Following project initiation, the CMBRA will oversee the implementation of the project as approved in the BRA Plan, Work Plan and Development & Reimbursement Agreement including, but not limited to:

1. Review and approval of applicant's invoices for "eligible" costs.
2. Review of environmental assessment and remediation reports, if applicable.
3. Inspections of project construction and completion.
4. Capture of, and accounting for incremental tax revenues.
5. Reimbursement of "eligible" costs to applicant.
6. Preparation of annual reports to State.

The CMBRA's costs for performing these functions will be reimbursed through the Administrative Fees included in the BRA Plan and the Act 381 Work Plan.

MANISTEE CITY BROWNFIELD REDEVELOPMENT AUTHORITY

70 Maple Street
Manistee, MI 49660

MEETING MINUTES

October 27, 2015

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

Roll Call:

Members Present: Marlene McBride & Jeffrey Stege

Members Absent: W. Frank Beaver, Steve Brower, Dave Carlson, Donald Kuk, Clinton McKinven-Copus,

Others: T. Eftaxiadis (BRA Consultant) and Denise Blakeslee (BRA Recording Secretary)

Only two members of the Brownfield Redevelopment Authority were present. Four members are needed for a quorum to conduct business.

Several members were unable to attend due to last minute work commitments.

MANISTEE CITY BROWNFIELD REDEVELOPMENT AUTHORITY

Denise J. Blakeslee, Recording Secretary

CITY OF MANISTEE

BROWNFIELD REDEVELOPMENT AUTHORITY

SUMMARY OF INVOICES SUBMITTED FOR PAYMENT

REPORTING PERIOD: July 1, 2015 – December 31, 2015

VENDOR NAME	DATE	INVOICE NUMBER	INVOICE AMOUNT	SERVICE DESCRIPTION
Eftaxiadis Consulting Inc.	7/10/15	CMBRA-1506	\$1,445.00	Consulting Services
Eftaxiadis Consulting Inc.	8/5/15	CMBRA-1507	\$1,275.00	Consulting Services
Fibertec Environmental Service	9/1/15	INV69045-01	\$1,239.00	Lighthouse Park – Metal
Fibertec Environmental Service	9/1/15	INV69228-01	\$ 294.00	Lighthouse Park - Metal
Compliance Inc	9/1/15	46486	\$2,560.25	Lighthouse Park Materials
Fibertec Environmental Service	9/2/15	INV69045-02	\$ 210.00	Hexavalent Chromium Solid
Fibertec Environmental Service	9/10/15	INV69045-03	\$ 284.00	SPLP As – Lighthouse Park
Eftaxiadis Consulting Inc.	10/1/15	CMBRA-1509	\$2,247.50	Consulting Services
Fibertec Environmental Service	10/13/15	INV70013-01	\$ 168.00	Percent Moisture, Metal Analysis
Eftaxiadis Consulting Inc.	11/9/15	CMBRA-1510	\$1,593.75	Consulting, Environmental Services
TOTAL:			\$11,316.50	

REVENUE/EXPENDITURE REPORT
DRAFT

City of Manistee
For the Period: 7/1/2015 to 12/31/2015

Page: 1
2/5/2016
10:39 am

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
Fund: 243 - BROWNFIELD REDEVELOPMENT AUTHO							
Expenditures							
Dept: 000							
801.000 Professional Services							
355142 07/10/2015 AP EFTAXIADIS CONSULTING LLC			1,445.00	INV#:	CMBRA-1506	83703	
355143 08/05/2015 AP EFTAXIADIS CONSULTING LLC			1,275.00	INV#:	CMBRA-1507	83704	
357755 09/01/2015 AP FIBERTEC ENVIRONMENTAL SERVICE			1,239.00	INV#:	INV69045-01	84106	
357754 09/01/2015 AP FIBERTEC ENVIRONMENTAL SERVICE			294.00	INV#:	INV69228-01	84105	
357723 09/01/2015 AP COMPLIANCE INC			2,560.25	INV#:	46486	84074	
359275 09/02/2015 AP FIBERTEC ENVIRONMENTAL SERVICE			210.00	INV#:	INV69045-02	84780	
359274 09/10/2015 AP FIBERTEC ENVIRONMENTAL SERVICE			284.00	INV#:	INV69045-03	84779	
360173 10/01/2015 RE 2015 Accrued Payables			-1,445.00				
359264 10/01/2015 AP EFTAXIADIS CONSULTING LLC			2,247.50	INV#:	CMBRA-1509	84769	
359305 10/13/2015 AP FIBERTEC ENVIRONMENTAL SERVICE			168.00	INV#:	INV70013-01	84810	
361574 11/09/2015 AP EFTAXIADIS CONSULTING LLC			1,593.75	INV#:	CMBRA-1510	85293	
Professional Services	0.00	0.00	9,871.50	0.00	0.00	-9,871.50	0.0
Dept: 000	0.00	0.00	9,871.50	0.00	0.00	-9,871.50	0.0
Expenditures	0.00	0.00	9,871.50	0.00	0.00	-9,871.50	0.0

BALANCE SHEET

DRAFT

Page: 1

2/5/2016

10:38 am

City of Manistee

As of: 12/31/2015

Balances

Fund: 243 - BROWNFIELD REDEVELOPMENT AUTHO

Assets

001.000 Cash

20,178.17

Total Assets

20,178.17

Reserves/Balances

390.000 Fund Balance

30,049.67

398.000 Change in Fund Balance

-9,871.50

Total Reserves/Balances

20,178.17

Total Liabilities & Balances

20,178.17

**CITY OF MANISTEE
BROWNFIELD REDEVELOPMENT AUTHORITY
DEVELOPMENT & REIMBURSEMENT AGREEMENT**

This Development & Reimbursement Agreement is made as of this ____ day of _____, 2016, between **MANISTEE INVESTMENT PARTNERS, LLC**, a Michigan limited liability company, 300 Washington Avenue, Suite 100, Grand Haven, MI 49417 (“Private Developer”), River Parc Place II, LLC, a Michigan limited liability company; and North Channel Investors, LLC, a Michigan limited liability company (collectively “Owners”) and the **CITY OF MANISTEE**, a municipal corporation, 70 Maple Street, Manistee, Michigan 49660 (“City”); and the **CITY OF MANISTEE BROWNFIELD REDEVELOPMENT AUTHORITY**, a Michigan public body corporate, 70 Maple Street, Manistee, Michigan 49660 (the “CMBRA”) (all hereafter referred to as “the parties”):

PREMISES

- A. Owner wishes to rehabilitate and redevelop the historic and/or blighted structures and associated improvements for its mixed use project commonly known as the “South Washington Area Project”, described on attached Exhibit A (“Owner’s Development”), to be located on the property described on attached Exhibit B (“Owner’s Property”)
- B. City has determined in furtherance of its public purposes that it is in its best interest to acquire, construct, upgrade and maintain certain public facilities, described on attached Exhibit C (the “Public Development” or “Public Facilities”) including water, sewer, utilities, streets, sidewalks, riverwalks, retaining structures, streetscapes and parking to be located on property described in attached Exhibit D (the “Public Developments Site”) in connection with Owner’s Development. The Public Development Site consists of the Owner’s Property (Exhibit B) and the City’s Property (Exhibit E) collectively.
- C. City has obtained, and may seek from Owner additional public easements as needed for Public Facilities as described in Exhibit F.
- D. City has determined for purposes of this Agreement that it will construct Public Facilities in furtherance of City’s public purpose and the public purpose promoted by the construction of the Eligible Activities of Owner’s Development.
- E. Owner and City have determined that it would be to their mutual benefit to coordinate their respective construction projects.
- F. Owner and City have determined that it would be to their mutual interest to seek Blight Elimination and Rental Rehabilitation grants from the State of Michigan to partly

finance the rehabilitation and redevelopment of the blighted and historic buildings on Owner's Property.

G. Owner and City have determined that it would be to their mutual interest to pursue short term abatement of the real property taxes for the former "North Channel Outlet" building located on Owner's Property pursuant to the Obsolete Property Rehabilitation Act, Act 146, Public Acts of 2000 ("OPRA").

H. CMBRA has been formed pursuant to Act 381, Public Acts of Michigan, 1996, MCL 125.2651 et. seq. ("Act 381") to promote the revitalization of blighted, functionally obsolete or environmentally distressed areas. CMBRA and City Council have approved a Brownfield Plan (the "Brownfield Plan", attached to as Exhibit G) that includes Owner's Development and Public Development located within Owner's Property and City's property (collectively referred to as the "Site").

I. CMBRA has determined in furtherance of its purposes and to accomplish its goals, it is in CMBRA's best interest to finance certain "eligible activities" as defined by Sec. 2 (l) of Act 381 within Eligible Property, as defined below.

J. Pursuant to the Brownfield Plan and the Act 381 Work Plan (attached as Exhibit H), CMBRA will capture and retain 100% of the tax increment revenues authorized by law to be captured from the levies imposed by taxing jurisdictions upon taxable property for the Eligible Property consistent with Act 381, as amended, and the Brownfield Plan approved by the CMBRA and City (the "Tax Increments"). Upon satisfaction of the conditions expressed in this Agreement, CMBRA will use and distribute the Tax Increment revenues as provided by law and as described in this Agreement.

In consideration of the premises and the mutual covenants contained in this Agreement, Owner, City and CMBRA hereby enter into this Agreement and covenant and agree as follows:

ARTICLE 1

Section 1.1 Definitions. The following capitalized terms used in this Agreement shall have the following meanings, except to the extent the context in which they are used requires otherwise:

- a. "Act 381" means the Brownfield Redevelopment Financing Act, Act 381 of Michigan Public Acts of 1996, as amended, MCL 125.2651 et seq.
- b. "Act 381 Work Plan" or "Work Plan" means the work plan to be approved by CMBRA and attached as Exhibit H, and incorporated here by

reference, together with any subsequent amendments approved by CMBRA and MDEQ/MSF.

- c. "Agreement" means this Development Agreement.
- d. "Brownfield Plan" means the Brownfield Redevelopment Plan, as defined under Act 381, and adopted by CMBRA and City Council, and attached as Exhibit G and incorporated here by reference.
- e. "Brownfield Tax Increments" means tax increment revenues, as defined by Act 381, from all taxable real and personal property located on Eligible Property shown in the Brownfield Plan during the life of the Plan.
- f. "City" means the City of Manistee.
- g. "City Council" means the City of Manistee City Council.
- h. "CMBRA" means the City of Manistee Brownfield Redevelopment Authority, established by the City Council on June 6, 2006, or its successors.
- i. "County" means the County of Manistee, Michigan.
- j. "Eligible Activities" means those activities as defined by Sec. 2(1) of Act 381, MCL 125.2652, as amended, or approved by the Michigan Strategic Fund ("MSF") or the Michigan Department of Environmental Quality ("MDEQ") as part of the approved Act 381, including as hereafter amended or supplemented.
- k. "Eligible Property", or "Site" means the real property as defined by MCL 125.2652 as amended for purposes of completing Eligible Activities and described in Exhibit D which may be amended by the parties to reflect any transfer of land after the execution of this Agreement. Such a modification shall be by amendment of this Agreement and shall be in writing signed by the parties.
- l. "Environmental Consultant" and "Environmental Contactor" means the environmental consulting or contracting firm retained or hired by Owner or City to fulfill its obligations under this Agreement, including Eligible Activities set forth in the Act 381 Work Plan.
- m. "Event of Default" means the failure of performance or breach by a party to carry out its obligations under this Agreement or, with respect to a party, if any representation or warranty of such party was materially not accurate when made, and such obligation has not been performed or such representation or warranty corrected within the cure period and as

provided in Article 10 below. It also means any filing of bankruptcy or bankruptcy reorganization by Owner.

- n. "Maximum Cost of Eligible Activities" means CMBRA's maximum obligation to pay for Eligible Activities and not to exceed the amounts set forth in the approved Act 381 Work Plan, as amended or supplemented
- o. "MDEQ" means the Michigan Department of Environmental Quality.
- p. "MSF" means the Michigan Strategic Fund.
- q. "MSF Work Plan" and "MDEQ Work Plan" means the work plan submitted to CMBRA by Owner and approved by CMBRA outlining Eligible Activities in the Brownfield Plan to be performed on the Site that are subject to review and approval (or already approved by) MSF and MDEQ, respectively.
- r. "NREPA" means the Natural Resources and Environmental Protection Act being Act 451 of 1994.
- s. "Owner" means, collectively, Manistee Investment Partners, LLC, a Michigan limited liability company, River Parc Place II, LLC, a Michigan limited liability company and North Channel Investors, LLC, a Michigan limited liability company, jointly and severally, 300 Washington Avenue, Suite 100, Grand Haven, MI 49417, and its successors, affiliates and permitted assigns.
- t. "Owner's Development" means Owner's site work, building construction, utilities, and equipment relating to Eligible Property as described on attached Exhibit A incorporated here by reference.
- u. "Owner Property" means the real property located in Manistee, Michigan, as described in attached Exhibit B, and made a part hereof. Owner's Property and its description may be amended by the parties to reflect any transfer of land after the execution of this Agreement. Such a modification is subject to the parties' mutual agreement and shall be by amendment of this Agreement in writing and signed by the parties.
- v. "City" means the City of Manistee, a Michigan municipal corporation.
- w. "Public Development" or "Public Facilities" means the real property and improvements described in Exhibit C and incorporated herein by reference.
- x. "Public Development Site" means that property described in Exhibit "D"..

- y. "City Property" means the real property located in Manistee Michigan, as described in attached Exhibit E, and made a part hereof.
- z. "Tax Increment" means tax increment revenues, as defined by Act 381, from all taxable real and personal property located on the Site during the life of the Brownfield Plan.
- aa. "Transaction Costs" means CMBRA's costs and expenses related to the authorization, execution, administration, oversight, fulfillment of CMBRA's obligations under this Agreement and as allowed by Act 381, which such items shall include, but not be limited to, direct or indirect fees and expenses incurred as a result of the application, amendments to the Brownfield Plan, approvals of the developments contemplated herein, printing costs, costs of reproducing documents, filing and recording fees, attorney fees, financial expenses, insurance fees and expenses, administration and accounting for loan proceeds and tax increments revenues, oversight and review, and all other costs, liabilities, or expenses, related to preparation and carrying out or enforcing the Plans, the Act 381 Work Plan and this Agreement, or other related agreements with Owner, if any, and any other costs, charges, expenses, and professional and attorney fees in connection with the foregoing.
- bb. "Short Street Stabilization Structure" means the portion of the stabilization retaining wall designed by the City Engineer at City's cost and subject to the terms of the easement for the same attached in Exhibit E.
- cc. "Short Street Stabilization Structure Extension" means that portion of the stabilization retaining wall designed by Owner's engineer at Owner's cost and not subject to the terms of the easement referenced in paragraph bb. above, which shall be Owner's responsibility to maintain.

Section 1.2 **Number and Gender**. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and neuter forms.

ARTICLE 2 COVENANTS OF OWNER AND PUBLIC DEVELOPER

Section 2.1 **Construction of Developments**. Owner may construct the Owner Development and City may construct the Public Development, respectively, for their respective projects or development, provided that each shall use proper construction standards and that each proceed with due care and diligence and commence and complete Eligible Activities and their respective developments in accordance with this Agreement, and in accordance with any applicable law, regulation, code and ordinance with respect to their Eligible Activities. The parties' obligations to comply with the time requirements

set forth in this Article are subject to the applicable party's ability to secure any governmental permits and approvals necessary for the construction of same (the "Approvals"). The parties shall, in each instance, use their best efforts to secure such Approvals on a timely basis. The phasing or staging of the construction of Owner and Public Development as it impacts the redevelopment schedule and the generation and capture of Tax Increments shall be as follows:

- (a) Owner will initiate redevelopment of the River Parc Place property, including the construction of parking facilities and Eligible Activities on this property (referred to as "Owner's Development Phase I"), within three (3) months of both the execution of this Agreement and the execution of Blight Elimination Grant No. 1 agreements between MSF and CMBRA/City, and CMBRA/City and Owner. Substantial completion of Owner's Development Phase I shall be within twelve (12) months of commencement of same, but may be extended to a total of fifteen (15) months of commencement by the mutual agreement of the parties. Owner's obligation to complete Owner's Development Phase I is subject to City's completion of City's Development Phase I described below.
- (b) Owner will initiate redevelopment of the commercial component of the North Channel Outlet property, including construction of parking facilities, and Eligible Activities on this property (referred to as "Owner's Development Phase II"), within six (6) months after completion of both Owner's Development Phase I, and execution of Blight Elimination Grant No. 2 agreements between MSF and CMBRA, and CMBRA and Owner. Substantial completion of Owner's Development Phase II shall be within nine (9) months of commencement of same, but may be extended to a total of twelve months of commencement by the mutual agreement of the parties. Owner's commencement of Owner's Development Phase II is subject to City's completion of City's Development Phase I described below and the completion of the Short Street Stabilization Structure defined below.
- (c) Subject to Owner's ability to secure bank financing for same, Owner will construct a retaining wall, at least a portion of which will be located on parcel ID 51-211-100-03, the primary purpose of which is to stabilize the City's public roadway commonly known as Short Street. The retaining wall will be designed by the City's engineering firm (Spicer Group, Inc.) and at the City's expense, but with input from both the Owner and the City as pertains to both design specifications and specific location. The parties will grant such licenses and/or easements as are reasonably necessary to permit the construction and maintenance of same. Construction of the retaining wall shall begin within three (3) months of the execution of this Agreement. The retaining wall contemplated by this sub-paragraph (c) will be referred to hereinafter as the "Short Street Stabilization Structure". Construction shall be substantially completed within twelve (12) months of the commencement of the same. Cost of construction of the Short Street Stabilization Structure shall

be the responsibility of Owner, subject to the reimbursement provisions contained within Section 2.2.

- (d) Owner will initiate redevelopment of the residential component of the North Channel Outlet building, (referred to as “Owner’s Development Phase III”), within twelve (12) months after both completion of Owner’s Development Phase II and execution of Rental Rehabilitation grant agreements between MSHDA and City, and City and Owner. Substantial completion of Owner’s Development Phase III shall occur within twelve (12) months of commencement of same, but may be extended for an additional six (6) months upon the mutual agreement of the parties. Commencement of Owner’s Development Phase III is subject to City’s completion of City’s Public Development Phases I and II described below.
- (e) City will initiate or cause to be initiated construction necessary to supply City water to and for the benefit of the River Parc Place and North Channel Outlet buildings, and sidewalk & curb cuts on Washington Street and Fifth Avenue (referred to as “City’s Public Development Phase I”), within three (3) months of the execution of this Agreement. Construction shall be substantially complete within twelve (12) months of commencement of same, but may be extended to a total of fifteen (15) months of commencement by the mutual agreement of the parties.
- (f) City will commence construction of the Sanitary Sewer Replacement, River Walk Phase I and Pump Station Enlargement (referred to as “Public Development Phase II”) within three (3) months after Owner commences Owner’s Development Phase III. Construction of Public Development Phase II shall be substantially complete within nine (9) months of commencement of same, unless extended by the mutual agreement of the parties.
- (g) City will commence construction of the Washington Street Streetscape and the Memorial Drive Resurfacing (referred to as “Public Development Phase III”), within ten (10) years of the execution of this Agreement, subject to receipt of sufficient TIF revenues to cover the City’s cost of construction and complete reimbursement of the Owner’s TIF-eligible expenses.

Section 2.2 Covenant to Pay Financial Obligations. Owner and City will utilize their own funds for the work allocated to them in this agreement, such work including, but in no way limited to Eligible Activities. The parties hereto will receive reimbursement from CMBRA) to the extent of available Brownfield Tax Increment revenues for payment of their particular Eligible Activities in accordance with the terms of this Agreement, the Brownfield Plan, and the Act 381 Work Plan. Each party shall be entitled to reimbursement as provided in this Agreement for their particular Eligible Activities, regardless of whether any other party has performed and completed its Eligible Activities. Capture of Tax Increment revenues and Reimbursement of Eligible Activities shall be prioritized and paid as follows:

(a) First, captured Tax Increment revenues will be applied to CMBRA annual administrative costs in accordance with Attachment A to the Brownfield Plan and as allowed by law;

(b) Second, in the following order:

(1) reimburse, or set aside Tax Increments for the current and future eligible activity expenses incurred by Owner and City; and

(2) reimburse Owner by allocating 100% of the Tax Increments captured from the eligible properties to Owner until Owner's eligible activity expenses, plus the annual interest charge per Section 2.4 (g), associated with the Short Street Stabilization Structure and Short Street Stabilization Structure Extension have been reimbursed in full; and

(3) reimburse Owner and City for eligible activity expenses, plus the annual interest charge per Section 2.4 (g), by allocating 60% of the Tax Increments captured from the eligible property to Owner and 40% to City until Owner's eligible activity expenses for the redevelopment have been paid in full.

(c) Third, to reimburse or set aside tax increments captured from the eligible property (after payments have been made to the CMBRA, Owner and City as provided in subparagraphs (a) and (b) above) for remaining eligible activity expenses of the City, plus the annual interest charge per Section 2.4 (g), as described in the Brownfield Plan and Act 381 Work Plan.

It is anticipated that there will be sufficient available Tax Increment revenues to meet the eligible activities and public development expenses contemplated under this Agreement. However, if for any reason the Tax Increment revenues do not result in sufficient revenues to satisfy such obligation, Owner and City agree and understand that they will have no claim or further recourse of any kind or nature against CMBRA except from available captured Tax Increment revenues, and if for any reason the revenues are insufficient or there are none, then Owner and City assume full responsibility for any such loss or cost.

Section 2.3 Transfer of Reimbursement. In addition to City's primary Eligible Activities, City and Owner may authorize Owner, by separate written agreement approved and executed by the parties, to construct or have constructed, identified or additional Public Developer Eligible Activities; in such case Owner will transfer, as City and Owner may agree as necessary, to the City by easement or other form of conveyance the additional Public Development or Public Facility, and Owner shall receive reimbursement for the Eligible Activities expenses associated with that Public Development as provided in such separate agreement.

Section 2.4 Reimbursement Conditions. It is expressly understood and agreed that the reimbursement by CMBRA to a party in this Agreement is subject to the following conditions applicable to that party:

(a) Approval by MDEQ, MSF and CMBRA of the Act 381 Work Plan, as amended or supplemented.

(b) City shall provide sufficient proof of ownership, easement or other form of conveyance, over the Public Facilities Sites, and shall have performed all of the covenants, obligations, terms and conditions to be performed by it pursuant to this Agreement.

(c) Owner shall pay the real and personal property taxes levied on those portions of the Owner Development that are subject to such taxes and owned by Owner on or before the date the same are payable without interest or penalty.

(d) Adherence to the Brownfield Plan.

(e) Owner shall provide proof of ownership of the title, easement or other property interest of the Owner Property required for eligible activities or infrastructure, if applicable, and shall have performed all of the covenants, obligations, terms and conditions to be performed by it pursuant to this Agreement and any other agreement with CMBRA or City.

(f) Owner and City shall provide sworn written waivers of liens by consultants, contractors, and subcontractors providing services for their respective eligible activities as described in this Agreement.

(g) To the extent captured revenues are available, CMBRA shall pay Owner and City annual simple interest on Eligible Activity expenses as follows:

- (1) Interest shall be paid to the City and the Owner for Eligible Activities at a rate not to exceed 5%, subject to approval by the MFS and the MDEQ.
- (2) Interest shall be paid on eligible expenses and shall begin accruing after all of the following:
 - (i) Invoices for Eligible Activities and expense are approved by CMBRA as provided herein; and
 - (ii) Substantial completion of the Eligible Activity.
- (3) If there is not enough Brownfield Tax Increments in any year to pay for all Eligible Activities and interest, payment of Eligible Activities shall have priority. Once an Eligible Activity is paid without interest being paid, the interest owed shall not accrue any further interest, but

accrued and unpaid interest shall be paid when Tax Increments are available.

Section 2.5 Other Developers. Other developers shall be entitled to receive Owner's Reimbursement from Tax Increment Financing revenues as set forth in this Agreement under the Brownfield Plan as designated and allocated in an agreement between Owner and such other developer and approved by CMBRA, which approval shall not be unreasonably delayed or denied.

Section 2.6 Indemnification of CMBRA and City.

(a) Owner shall be considered an independent contractor and not an agent or employee of either CMBRA or City, nor shall any agent or employee of Owner be considered an agent or employee of CMBRA or City. Owner shall remain responsible for any claims arising out of its acts or omissions for the performance of its own eligible activities as described in this Agreement as provided by law. Additionally, Owner, City and CMBRA shall not be considered engaged in a joint venture or partnership, and Owner, City and CMBRA shall be responsible for any claims arising out of their own acts or omissions during the performance of their respective eligible activities described in this Agreement as provided by law.

(b) Except for claims arising out of CMBRA or City's own acts or omissions under subparagraph (a), Owner shall defend, indemnify and hold CMBRA and City harmless from any loss, expense (including reasonable counsel fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, or claims arising or resulting from injuries to persons or property as a result of the ownership or operation, use or maintenance of the Owner Development from and after the date hereof. If any suit, action or proceeding is brought against CMBRA or City, CMBRA and/or City promptly shall give notice to Owner and Owner shall defend with counsel selected by Owner, but which counsel shall be reasonably satisfactory to CMBRA.. In any such proceeding, CMBRA and/or City shall cooperate with Owner and Owner shall have the right to settle, compromise, pay or defend against any such claim on behalf of CMBRA and/or City, except that Owner may not, without CMBRA and/or City's prior written consent, settle or compromise any claim if the effect of doing so would be to subject CMBRA or City to civil or criminal penalties. Owner shall not be liable for payment or settlement of any such claim or proceeding made without its consent.

(c) Owner also shall indemnify CMBRA and City for actual and reasonable costs and expenses, including actual and reasonable attorneys' fees, incurred in successfully enforcing or pursuing any obligation of or claim against Owner under this Agreement. To the extent that the enforcement of such obligation or claim involves a claim against a consultant, contractor or subcontractor who performs work or services under the terms or within the scope of this Agreement, the consultant's, contractor's or subcontractor's agreement with Owner shall be deemed to be a third party beneficiary contract in favor of CMBRA and/or City.

(d) Owner shall use its reasonable best efforts to assure that to the extent a consultant, contractor or subcontractor provides services toward completion of any Eligible Activities, at a minimum, the consultant shall provide to CMBRA and City the indemnity provisions set forth in Sec. 6.12 of this Agreement.

(e) CMBRA and City shall add Owner as an additional insured, and Owner shall add CMBRA and City as additional insureds to their respective property and general liability and comprehensive liability insurance policies for the projects described and covered by this Agreement, the Brownfield Plan, as amended, or the Act 381 Plan, as amended or supplemented.

Section 2.7 Site Access. Owner as to the Developer's Property and City as to the Public Development Site, shall grant to CMBRA, City and MDEQ or MSF, or their designated agents, access to their respective properties, to exercise their respective rights related to the purposes and pursuant to the terms of this Agreement. CMBRA shall give either Owner or City, as appropriate, 24 hours written notice of its intent to access either the Site or the Public Developer Site whenever possible. If notice cannot be given due to an emergency or any other unforeseen circumstance, CMBRA shall give notice as is reasonable and practicable under the circumstances.

Section 2.8 City's Agreement to Approve Tax Abatements. City agrees to approve, in accordance with the applicable Acts, Owner's requests for real property tax abatements as follows:

(a) Effective in the first calendar year following the date of Owner's commencement of Owner's Development Phase II, City will grant municipal approval to Owner of an OPRA tax abatement request on the North Channel Outlet parcel, which abatement shall remain in effect for ten (10) years. Grant of the request of an OPRA tax abatement is subject to the approval of the Michigan State Tax Commission. The terms of any OPRA tax abatement will be in accordance with and subject to the provisions of the Michigan Obsolete Property Rehabilitation Act, MCL 125.2781 et seq.

Section 2.9 Separate Covenants and Obligations. Owner's and City's covenants and obligations to CMBRA are separate covenants solely running to and enforceable by CMBRA, MDEQ, or MSF as provided by law, and no other party, person, or entity. Unless otherwise expressly provided in this Agreement, a breach or default by Owner or City of its obligation to CMBRA shall not constitute a breach or default of the other party's obligations and covenants to CMBRA or bar enforcement of the other party's claims. Further, no third party beneficiary rights, interest, or claims are created by implied contract, operation of law, or any other means.

ARTICLE 3 CONDITIONS PRECEDENT TO OWNER'S OR CITY'S OBLIGATIONS UNDER THIS AGREEMENT

Section 3.1 Conditions Precedent to Owner's Obligations to Construct the Development. Owner's obligations to complete Eligible Activities and construct the Development, as contemplated herein, are subject to the following conditions precedent which must be satisfied by CMBRA as required herein, except as expressly provided in this Agreement or otherwise waived by Owner:

- (a) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which Owner, City or CMBRA is a party, or threatened against Owner, City or CMBRA contesting the validity or binding effect of this Agreement or the validity of the Plan, which could result in an adverse decision which would have one or more of the following effects:
 - (1) A material adverse effect upon the ability of CMBRA to collect and use Tax Increments revenues to repay its obligations under this Agreement.
 - (2) A material adverse effect on Owner's, City's or CMBRA's ability to comply with the obligations and terms of this Agreement, the Brownfield Plan, or the Act 381 Work Plan.
- (b) There shall have been no Event of Default by CMBRA or City.
- (c) CMBRA and City shall have performed all of the terms and conditions to be performed by it pursuant to this Agreement.
- (d) Approval of the Act 381 Work Plan by the MDEQ and/or MSF.

Notwithstanding anything contained in this Section 3.1 to the contrary, the Owner's obligations shall not be affected by any of the conditions described above if the cause of the occurrence is the act, or failure to act, of the Owner.

Section 3.2 Conditions Precedent to City's Obligations to Construct the Public Development. The obligations of City to complete its Eligible Activities and construct the Public Development as contemplated herein, are subject to the following conditions precedent which must be satisfied as required herein, except as expressly provided in this Agreement or otherwise waived by the City

- (a) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which Owner or City or CMBRA is a party, or threatened against any of them contesting the Brownfield Plan or the validity or binding effect of this Agreement, which could result in an adverse decision which would have one or more of the following effects:

- (1) A material adverse effect upon the ability of CMBRA to collect and use Tax Increments to pay the obligations under this Agreement.
 - (2) A material adverse effect on a party's ability to comply with the obligations and terms of this Agreement, the Brownfield Plan, or the Act 381 Work Plan.
- (b) There shall have been no Event of Default by CMBRA
 - (c) Owner and CMBRA shall have performed all of the terms and conditions to be performed by them pursuant to this Agreement.
 - (d) Tax Increment revenue and other needed revenue are assured from the actual development, imminent development, contractual obligations to pay the equivalent taxes, and other designated sources other than general tax revenues.
 - (e) Approval of the Act 381 Work Plan by the MDEQ and/or MSF.
 - (f) There has been no change in statutes or other law which would have one or more of the effects described above.
 - (g) Owner and City have executed public easement documents as needed for the Public Development.
 - (h) There has been no Event of Default by Owner.
 - (i) Proper zoning approvals for the Owner Development and the Public Development have been secured.
 - (j) The City has received the consent of any affected utility for relocation, burial or any other activity necessary to construct the Public Development.
 - (k) The Development Agreement remains in full force and effect and there is no default by Owner.

ARTICLE 4 COVENANTS OF CMBRA

Section 4.1 Adoption of Plan. CMBRA will prepare and submit the Act 381 Work Plan (and amendments as necessary) in accordance with Act 381 which will provide for the payment of transaction costs and reimbursement to Owner and City of Owner's and City's Eligible Activity expenses that have been conducted, completed and approved in accordance with the scope and terms of this Agreement, Act 381, the Brownfield Plan,

and any applicable Act 381 Work Plan, and approved by CMBRA pursuant to its policies and procedures. These policies and procedures include, but are not limited to, CMBRA's standards for local tax incremental financing eligibility.

Section 4.2 Completion of Eligible Activities. Upon Owner's and City's satisfactory completion of the Eligible Activities described in the Act 381 Work Plan, as amended or supplemented, pursuant to this Agreement, and approved by MDEQ and/or MEGA and where applicable approved by CMBRA, CMBRA shall reimburse Owner and City for Eligible Activities expenses subject to and in accordance with the terms set forth in this Agreement. Owner and City shall have sole responsibility to pay the consultants or other contractors or subcontractors for completion of such Eligible Activities and provide written waiver of any liens. If Owner or City incurs any expenses or costs for any activities other than the Eligible Activities or the costs exceed the Maximum Cost of Eligible Activities as set forth in the Brownfield Plan, the Act 381 Work Plan, or approval of the CMBRA, Owner or City shall bear such costs without any obligation on the part of CMBRA. If the costs of Eligible Activities are less than the Maximum Cost of Eligible Activities, then Owner and City shall have no further right of reimbursement beyond its actual costs.

Section 4.3 CMBRA or Contract Manager Oversight. CMBRA may retain the services of a qualified contract manager to exercise oversight of Owner or City and their consultants, contractors, or subcontractors for purposes of assuring that the respective activities, invoices and accounting by Owner and City are fair, reasonable, and constitute eligible activities within the meaning and scope of this Agreement, the Brownfield Plan, the Act 381 Work Plan and Act 381. Owner and City shall provide to CMBRA and/or its Contract Manager access to data, reports, sampling results, invoices, and related documents reasonably necessary to fulfill the exercise of such oversight. It is expressly understood that CMBRA has no right to control or to exercise any control over the actual services or performance by Owner or City of their or its respective Eligible Activities, except for the purpose of assuring that Owner or City has met its or their respective and applicable conditions and requirements of this Agreement.

ARTICLE 5 CONDITIONS PRECEDENT TO CMBRA'S OBLIGATIONS

Section 5.1 Conditions Precedent to CMBRA's obligation to reimburse Eligible Activities expenses for the Owner Development and the Public Development. The obligations of CMBRA related to the reimbursement of costs to Owner or City for completion of Eligible Activities expenses as contemplated herein shall be subject to the following conditions precedent which must be satisfied by Owner or City as required herein, except as expressly provided in this Agreement or otherwise waived in writing by CMBRA. It is expressly agreed that CMBRA makes or gives no assurance of payment to the Owner or City by the mere fact that an Eligible Activity or a dollar amount for such Eligible Activity is identified in the Act 381 Work Plan, or as hereafter supplemented or amended, and that its designated contract manager (if any) shall have the right to review

and approve all written summaries of and invoices for Eligible Activities for the reasonableness of services performed by any consultant or contractor under this Agreement. However, so long as an Eligible Activity by Owner or City has been approved and is authorized by Act 381 and has been completed and approved in accordance with the following procedure and this Agreement, Owner or City, depending on which is responsible for undertaking the Eligible Activity, shall be entitled to reimbursement of their respective Eligible Activities expenses.

(a) Before commencing work on each stage of Eligible Activities and pursuant to the policies adopted by CMBRA, City or Owner will present a Project Budget for each stage or phase of its development and eligible activities to the CMBRA Director at least two weeks prior to the next regular meeting of CMBRA, if any. The Project Budget must be approved by CMBRA Board. The Project Budget will be submitted at each such stage or phase of the Eligible Activities: BEA activities; due care 7(a) obligations; and additional response activities and, if applicable, lead and asbestos abatement, demolition, site preparation and infrastructure; and will contain detailed line item cost estimates.

(b) City and Owner shall submit evidence of their expenses and a written statement affirming completion of any Eligible Activities to the CMBRA Director, for preliminary review and approval, within 30 calendar days of Owner's or City's payment of the invoice. CMBRA shall not have any obligation to reimburse any invoice that is submitted to CMBRA later than one year after the original invoice date, regardless of when payment on the invoice was made. Within 30 calendar days of receipt of the invoice, the CMBRA shall review the invoice to determine the reasonableness of the invoice and activity as eligible, and recommend approval or denial of the invoice, in part or in full, at a meeting of CMBRA. In the event of an objection to the invoice, the CMBRA Director will notify Owner or City, and Owner or City shall meet with the CMBRA Director and attempt to resolve or cure the objection prior to CMBRA Director making a recommendation at a CMBRA meeting. If CMBRA does not authorize payment on an invoice, then there shall be no obligation on CMBRA's part to pay the invoice.

(c) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which City, Owner or CMBRA is a party, or threatened against City, Owner or CMBRA contesting the validity or binding effect of this Agreement or the validity of the Brownfield Plan or which could result in an adverse decision which would have one or more of the following effects:

- (1) A material adverse effect upon CMBRA's ability to collect and use Tax Increments to pay CMCBRA's obligations under this Agreement.
- (2) A material adverse effect upon either Owner's or City's ability to conduct Eligible Activities.

- (3) Any other material adverse effect on Owner's, City's, or CMBRA's ability to comply with the obligations and terms of this Agreement, or the Plan.
- (d) There shall have been no Event of Default by City or Owner.
- (e) Proper approvals required under applicable federal and state laws or regulations, and local ordinances, codes or regulations for land uses and the Owner Development and Public Development, have been secured.
- (f) Owner and Public Developer have the consent of any affected utility for relocation, burial or the activity to accomplish the eligible activities.
- (g) There is no change in law that would have one or more of the effects described above.

ARTICLE 6 OWNER'S AND PUBLIC DEVELOPER'S CONTRACTOR RESPONSIBILITIES

Section 6.1 Eligible Activities and Due Care Obligation. Owner covenant to CMBRA that each will contract with competent and qualified consultants, contractors or subcontractors ("Contractors") to conduct and complete its or their respective Eligible Activities set forth in this Agreement and as set forth in the Act 381 Work Plan, as amended or supplemented, or the Brownfield Plan, as amended or supplemented, and to meet any due care obligation under MCL 324.20107a, if applicable, in accordance with any MDEQ requirements and approval.

Section 6.2 Permits. Owner and City shall ensure that their respective Contractors examine all permits and licenses pertaining to Owner Site, Public Development Site, Owner Development or Public Development to determine whether all permits and licenses required to be issued by any governmental authority on account of any or all of the activities on Owner Site have been obtained or issued and are in full force and effect, and whether Owner Site or and the activities there are in compliance with the terms and conditions of such permits and licenses.

Section 6.3 ASTM and Industry Standards. Owner and City shall ensure that their respective Contractors perform all services and eligible activities under this Agreement in accordance with any applicable MDEQ, *ASTM* or other industry Standards.

Section 6.4 Other Services Performed by or for a Party. It is expressly understood that CMBRA is not responsible for payment or reimbursement of any services for or expenses incurred by Owner or City that are not within the scope of or in accordance with all of the terms, conditions and provisions of this Agreement and the Brownfield Plan and

Work Plan. This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise to the Contractors, or any subcontractors or other third parties; specifically, this Agreement shall not be construed to create any third party beneficiary contract or claim.

Section 6.5 Other Agreements. Owner and City each covenant that they will obtain a warranty from Contractor that it is not a party to any other existing or previous agreement or proceeding which would adversely affect Contractor's ability to perform the services with respect to the eligible activities.

Section 6.6 Contractors and Subcontractors. If Owner or City hires a Contractor or retains any other person or entity to perform services related to eligible activities under this Agreement, Owner shall first secure the written acknowledgment from such party that such party is not and shall not be or act as an agent or employee of CMBRA, nor assume or create any duty, commitment or obligation on behalf of nor bind CMBRA in any respect whatsoever. A copy of such written acknowledgment shall be provided to CMBRA.

Section 6.7 Non-Discrimination Clause. No party and no Contractor (including any party's or Contractor's employees, subcontractors or independent contractors) shall discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this provision may be regarded as a material breach of this Agreement.

Section 6.8 Independent Contractor. Contractors shall perform services under this Agreement entirely as independent contractors, and shall not be deemed agents, employees or legal representatives of CMBRA. CMBRA and Contractors shall each have and maintain complete control over all their employees, agents and operators. Facts or knowledge over which Contractor becomes aware shall not be imputed to CMBRA without communication to and receipt by managerial officials or employees of CMBRA. Contractors shall have no authority to assume or create, and will not assume or create, any commitment or obligation on behalf of CMBRA in any respect whatsoever. Further, Contractors shall exercise independent judgment for the services provided in this Agreement.

Section 6.9 Disposal of Hazardous Waste. In the event that samples or other materials contain "hazardous waste" under state or federal law, Owner or City shall, under a manifest signed by it or its agent, as the generator, have such material transported to a facility properly licensed for the disposal of hazardous waste for final disposal. It is expressly understood that CMBRA has no oversight or other control or authority over City's or Owner's obligation to dispose properly of any hazardous waste under the terms of this Agreement.

Section 6.10 Compliance With Laws. While on Owner Site or Public Development Site; Owner, City, and Contractors shall impose work orders on their employees, agents and subcontractors which are designed to assure that they comply with all applicable federal, state and local laws and regulations (including occupational safety and environmental protection statutes and regulations) in performing services under this Agreement, and shall comply with any directions of governmental agencies relating to site safety, security, traffic or other like matters.

Section 6.11 Contractor Insurance. Owner and City shall assure that Contractors and all persons performing any part of the Eligible Activities covered by this Agreement, shall obtain and maintain the following policies of insurance:

- (a) Worker's Compensation and Occupational Disease Insurance in the amounts required under the laws of the State of Michigan;
- (b) Comprehensive General Liability and Automobile Insurance for bodily injury, death or loss or damage to property or third persons in the minimum amount of at least \$1 million per occurrence, which policy shall name CMBRA and the County as additional insured to the extent of the indemnity provided in paragraph 6.13.
- (c) Pollution or Environmental Impairment Insurance in the amount of at least \$1 million per occurrence.
- (d) Owner and City shall furnish to CMBRA a certified copy of such policies within 30 calendar days of the date of the commencement of the Eligible Activities and the period of coverage shall commence with the date of performance of the first Eligible Activity. The limits of insurance shall not be construed as a limitation on the Contractors' liability for damages, costs or expenses under this Agreement.
- (e) Upon showing of no or minimal environmental impairment risk with respect to the activities to be performed by any specific Contractor or subcontractor, Owner or City may request in writing a reduction of the amount of coverage in subparagraph (b) to \$500,000; upon the same showing, Owner or City may also request as to a specific Contractor a waiver of the Environmental Impairment Insurance required by subparagraph (c), which waiver shall be at the sole and absolute discretion of CMBRA. CMBRA will provide written documentation in the event it approves of such a request, which shall be treated as an amendment to this Agreement effective on the date of such written approval.

Section 6.12 Contractor Indemnity Provisions.

- (a) Defend, Indemnify and Hold Harmless. Notwithstanding any other provision of this Agreement, Owner and City shall obtain Contractors'

agreements to defend, indemnify and hold CMBRA harmless against and from all liabilities, losses, damages, costs, expenses (including attorney fees), causes of action, suits, claims and demands for judgment arising out of:

- (1) Contractor's failure to comply with the provisions of this Agreement; and/or
 - (2) Any acts or omissions, negligent or otherwise, of any Contractor's employees, agents, contractors, or subcontractors in the performance of the work specified in this Agreement.
- (b) Survivorship of Covenants. Any Contractor's indemnity, hold harmless and release shall survive the termination of this Agreement.
- (c) Breach. Any breach of the provisions of this Section 6.12 may, at CMBRA's option, constitute a breach of this Agreement.
- (d) Acknowledgements Filed. The indemnity and acknowledgements required by subparagraphs (a) of this section shall be filed with CMBRA before any work begins or before any reimbursement under the terms of this Agreement.

ARTICLE 7 COORDINATED CONSTRUCTION

Section 7.1 Temporary Construction Easements. Owner and City shall enter into reciprocal temporary construction easements as needed and reasonable to allow for concurrent construction of the Owner Development and the Public Development.

Section 7.2 Construction Coordination. Owner and City may, upon their mutual agreement, select a professional to manage or coordinate the concurrent construction of all or portions of the Owner Development and the Public Development.

ARTICLE 8 REPRESENTATIONS AND WARRANTIES

Section 8.1 Representations and Warranties of CMBRA. CMBRA represents and warrants to Owner and City that:

- (a) CMBRA is a public body corporate, established pursuant to Act 381, with all necessary corporate powers pursuant to that Act to enter into and perform this Agreement.

(b) The execution and delivery of this Agreement has been duly authorized by all requisite action on the part of CMBRA, and this Agreement constitutes a valid and binding agreement of CMBRA enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or thereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.

Section 8.2 Representations and Warranties of the Owner. Owner represents and warrants to CMBRA and City that:

(a) Owner is a Michigan Limited Liability company with power under the laws of such state to carry on its business as now being conducted and has the power and authority to consummate the transactions contemplated under this agreement.

(b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on Owner's part, and this Agreement constitutes a valid and binding agreement of Owner in accordance with its terms,.

(c) Except as part of the performance and completion of Eligible Activities under the terms of this Agreement, Owner and its Contractors shall not use Owner Site for the storage, treatment or disposal of hazardous or toxic wastes of unaffiliated third parties and shall comply with all applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees and orders in connection with any use of the Site, and shall obtain all necessary permits in connection therewith.

(d) Owner warrants that it will comply with all obligations under Sec. 7a of Part 201 of the NREPA.

(e) Owner has not made any misrepresentation of fact in the inducement or in the performance or administration of this Agreement.

(f) On notice from City, Owner will execute conveyance documents for the sites reasonably necessary for the Public Facilities. Further, Owner shall, upon the full execution of this Agreement, convey a Riverwalk easement over the parcel immediately west of the River Parc Place parcel (Property Tax ID# 51-511-100-03) in substantially the same form as the Riverwalk easement previously granted over River Parc Place parcel, in the form of the Easement attached in Exhibit "E".

Section 8.3 Representations and Warranties of City. City represents and warrants to Owner and CMBRA that:

(a) City is a Michigan municipal corporation.

-
- (b) The execution and delivery of this Agreement has been duly authorized by all requisite action on City's part, and this Agreement constitutes City's valid and binding agreement, enforceable in accordance with its terms,
 - (c) Neither the execution and delivery of this Agreement nor the consummation of the transactions contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, or any agreement to which City is a party or by which they are bound.
 - (d) City warrants that it will comply with all obligations, covenants and conditions required of it or its agents or Contractors under the terms of this Agreement.
 - (e) City shall comply with all due care obligations under Sec. 7a of Part 201 of the NREPA.
 - (f) City has not made any misrepresentation of fact in the inducement or in the performance or administration of this Agreement.

**ARTICLE 9
DEFAULT, REMEDIES, AND TERMINATION**

Section 9.1 Remedies Upon Default. Upon the occurrence of an Event of Default, the non-defaulting party may terminate this Agreement as to the defaulting party by giving written notice to the defaulting party, and the defaulting party shall have 30 calendar days to cure the default. If the default is not cured within this time period, then the non-defaulting party shall have the right to terminate this Agreement with the defaulting party or, at the election of such non-defaulting party, may obtain any form of relief permitted under this Agreement, and any applicable laws and court rules of the State of Michigan, including the right to seek and obtain a decree of specific performance of a court of competent jurisdiction. Any right or remedy provided by a specific provision of this Agreement shall be deemed cumulative to, and not conditioned on, any other remedies upon default. The prevailing party shall be entitled to an award of reasonable costs and attorneys' fees. With respect to a default by Owner, if said default occurs prior to reimbursement to City from Tax Increment revenues, the following expenses shall be reimbursed by Owner to City:

- (a) Short Street Stabilization Structure engineering expenses incurred by City;
- (b) Cost of curb cuts on Washington Street and Fifth Avenue; and
- (c) Cost of establishing water service to development properties.

**ARTICLE 10
MISCELLANEOUS**

Section 10.1 Term. The term of this Agreement shall commence on the date first written above and shall expire upon payment in full of CMBRA's obligations. Owner and City shall proceed with and continue their Eligible Activities as described in the Act 381 Work Plan, as amended or supplemented. The parties agree to meet and confer as needed following the execution date of this Agreement to discuss the reimbursement priorities and interest in light of data which may then be available projecting TIF revenue and revenue from other sources for the public and private developments.

Section 10.2 Sale or Transfer of Eligible Property or Site within the Plan. Subject to approval by CMBRA as provided in Section 2.5 above, Owner may assign or transfer all or a portion of its interest in the project described in this Agreement to another owner to carry out the purposes and goals of the Plan, or any existing Act 381 Work Plan, subject to the amendment of the Plan. This does not prohibit Owner from selling property or units within structures to third parties for the land uses as contemplated by the Owner's Development. This section shall not impair Owner's right to grant liens or mortgages against any Eligible Property to secure financing.

Section 10.3 Assignment. Neither this Agreement nor any of the rights or obligations contained within it may be assigned or otherwise transferred by Owner or City, nor shall the benefits of this Agreement inure to the benefit of any trustee in bankruptcy, receiver

or creditor of Owner or City, whether by operation of law or otherwise, without CMBRA's prior written consent, which consent shall not be unreasonably withheld or delayed... Any attempt to assign or transfer this Agreement or any of its rights without such written consent shall be null and void and of no force or effect, and a breach of this Agreement.

Section 10.4 Notices. All notices, certificates or communications required by this Agreement to be given shall be in writing and shall be sufficiently given and shall be deemed delivered when personally served, or when received if mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to CMBRA:

Administrator
City of Manistee Brownfield Redevelopment Authority
70 Maple Street
Manistee, Michigan 49660

If to the Owner:

John Groothuis, Managing Member
Manistee Investment Partners, LLC
300 Washington Avenue, Suite 100
Grand Haven, Michigan 49417

If to the City:

City Manager
City of Manistee
70 Maple Street
Manistee, Michigan 49660

or to such other address as such party may specify by appropriate notice.

Section 10.5 Amendment and Waiver. No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by all parties hereto.

Section 10.6 Entire Agreement. This Agreement contains all agreements between the parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the parties, except to the extent reference is made thereto in this Agreement.

Section 10.7 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

Section 10.8 Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

Section 10.9 Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan. Enforcement of this Agreement or disputes arising hereunder shall be resolved in the State courts of Manistee County, Michigan.

Section 10.10 Mutual Cooperation. Each party to this Agreement shall take all actions required of it by the terms of this Agreement as expeditiously as possible and in conformance with specified timelines provided herein, and shall cooperate to the fullest extent possible with the other parties to this Agreement and with any individual, entity or governmental agency involved in or with jurisdiction regarding the purposes of this Agreement. Each party to this Agreement shall execute and deliver all documents necessary to accomplish the purposes and intent of this Agreement, including, but not limited to, such documents or agreements as may be required by the Owner's lenders with respect to the Owner Development to secure Owner's financing from such lenders, or easements to be provided by either the Owner or City.

Section 10.11 Binding Effect. This Agreement shall be binding upon the parties hereto, and in the event of assignment upon their respective successors, transferees, and assigns.

Section 10.12 No Waiver. No waiver by any party of any default by another party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future default, whether like or different in character.

Section 10.13 Survival of Covenants. Except for the financial obligations, the covenants and provisions shall survive the term of this Agreement.

Section 10.14 No Third Party Beneficiaries. This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise in any party's Contractors or any other persons or entities not a signatory hereto. This Agreement shall not be construed to create any third party beneficiary contract or claim, and the parties intend there to be no third party beneficiaries.

Section 10.15 Digital Signatures. The parties hereto acknowledge and agree under the Uniform Electronic Transactions Act, MCL 450.832, *et seq.* that this Agreement may be executed with the electronic signature of any person authorized and required to sign on behalf of the parties hereto.

Section 10.16 Severability. If any provision of this Agreement shall be determined to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the remaining provisions of this Agreement and shall not affect the validity and enforceability of any remaining provisions.

Section 10.17 Subordination. If Owner grants to City any easement or other property right it shall ensure that any lien or mortgage covering the property shall be subordinated to said easement or property right.

IN WITNESS WHEREOF, CMBRA, OWNER and CITY have caused this Agreement to be duly executed and delivered as of the date first written above.

MANISTEE INVESTMENT PARTNERS, LLC


By: John Groothuis
Its: Member

2-5-2016

CITY OF MANISTEE

By: _____
Its: _____

CITY OF MANISTEE BROWNFIELD
REDEVELOPMENT AUTHORITY

By: _____
Its: _____

EXHIBITS:

- A. OWNER DEVELOPMENT
- B. OWNER'S PROPERTY
- C. PUBLIC DEVELOPMENT
- D. PUBLIC DEVELOPMENT SITE
- E. CITY'S PROPERTY
- F. PUBLIC EASEMENTS
- G. BROWNFIELD PLAN
- H. ACT 381 WORK PLAN

EXHIBIT A

SOUTH WASHINGTON AREA REDEVELOPMENT PROJECT

OWNER (PRIVATE) DEVELOPMENT

The Tax Increment Financing (“TIF”) reimbursable activities to be performed by the Owner, will be implemented in two Phases as follows:

- Phase I of the project involves the redevelopment of the former River Parc Place building and vacant land located north, west and south of the building (80 Washington Street) into a complex consisting of:
 - Eighteen to twenty (18-20) residential condominium units
 - Two (2) commercial storefront spaces.
 - Two to four (2-4) boat docks.
 - At least 18 surface parking spaces.
 - Four (4) attached garages.
 - A Short Street retaining structure, and
 - Site improvements.
 - The redevelopment of this building involves approximately 22,000 square feet.

- Phase 2 of the project involves the historic rehabilitation and redevelopment of the former North Channel Outlet building and surrounding vacant parcels of land located north, northwest and west of the building into the following:
 - An 8,000 square feet commercial space located on the first floor of the building.
 - Fourteen (14) affordable and market rate residential rental units.
 - Site improvements.
 - At least ten (10) parking spaces.
 - The redevelopment of this building involves approximately 21,000 square feet.

EXHIBIT B - OWNER'S PROPERTY

KEY

- | | |
|--------------------------------|-----------------------|
| 1. River Parc Place II LLC | Parcel #51-211-100-05 |
| 2. North Channel Investors LLC | Parcel #51-211-100-02 |
| 3. Former Groves Property | Parcel #51-211-100-03 |
| 4. Former Groves Property | Parcel #51-211-100-01 |
| 5. City of Manistee | Parcel #51-211-105-01 |
| 6. City of Manistee | Parcel #51-101-350-01 |

South Washington Area

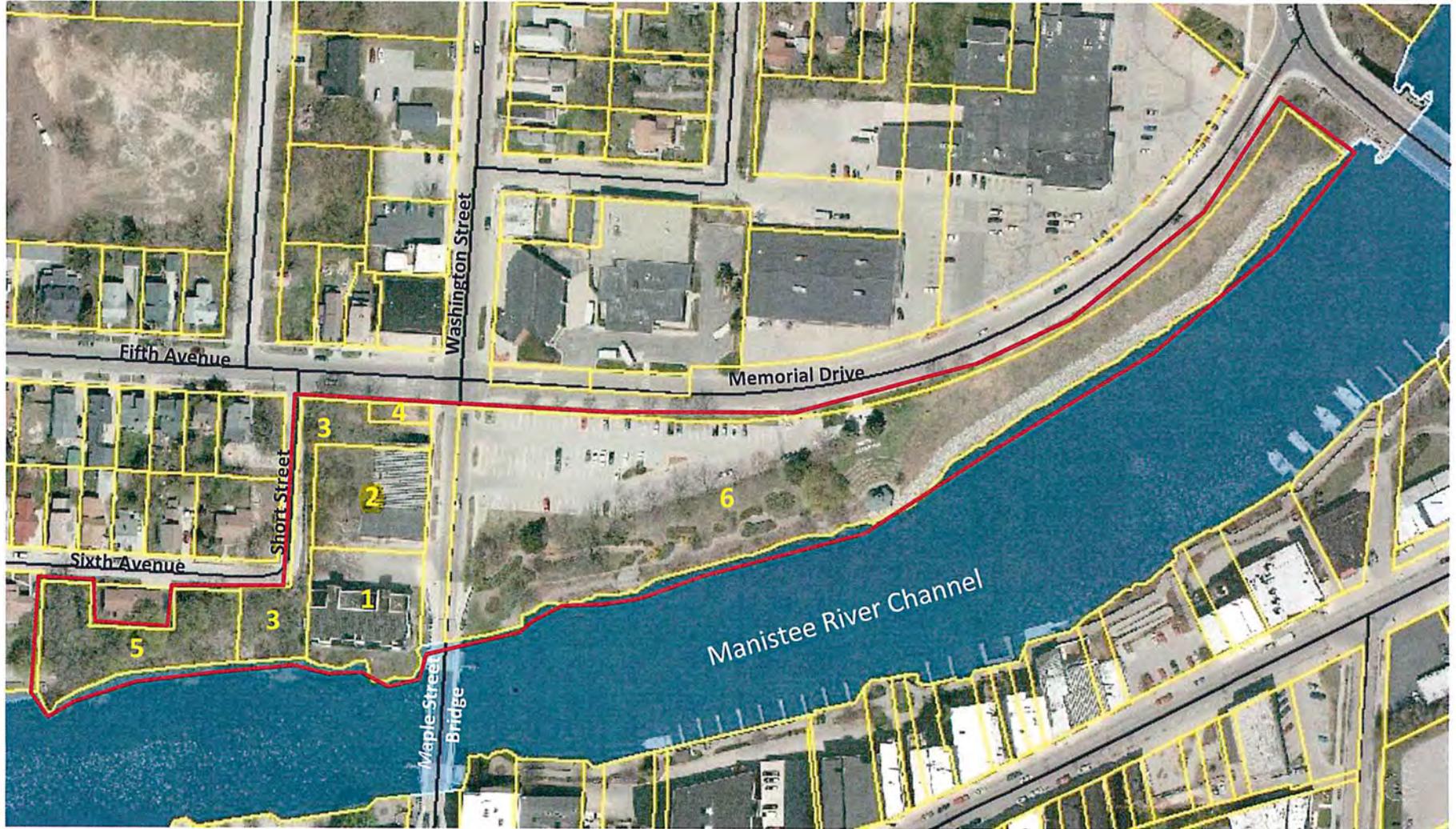


EXHIBIT C

SOUTH WASHINGTON AREA REDEVELOPMENT PROJECT

PUBLIC DEVELOPMENT

The Tax Increment Financing (“TIF”) reimbursable activities to be performed by the City will be implemented in several phases. The Public Infrastructure Improvements are as follows:

- Construction of sidewalks and associated curb and curb cuts along the entire length of the north (Fifth Avenue) and east (Washington Street) sides of Parcels 1, 2, 3 and 4; approximately 480 linear feet.
- Streetscape along the east side of Parcels 1, 2, 3 and 4 (Washington Street) from the Maple Street bridge to Fifth Avenue; approximately 350 linear feet. While the scope of this activity will be determined following completion of the North Channel building redevelopment and depending tax revenue availability, it is anticipated that it will include street repaving, tree planting, pedestrian-friendly crosswalks, flower planters, and lighting enhancements (LED).
- Installation of water supply from the east side of, and under Washington Street onto the Property to serve the development and, if needed, to provide “looping” capability with the water main located west of the property; needed for fire suppression pressure. The water supply may be installed partially on the Property within an easement provided to the City by the Developer. This activity includes cutting and repaving Washington Street, water piping installation, taps/valves and associated engineering services.
- Installation of sanitary sewer main along the south edge of the Property adjacent to the north shore of Manistee River Channel; approximately 515 linear feet. The sewer is currently “hanging” at the surface of the river, and often under water, making it vulnerable to damage, and associated sewage discharge by freighters using the river. The sewer is also required to accommodate the increased flow rate from the new development. The sewer main will be installed at the Property within an easement provided to the City by the Developer. This item includes installation of 15,000 sf of sheet piling, four manholes, excavation and fill, rip-rap, slope restoration, sewer bypass and engineering services.
- Upgrades to the sanitary pump station located west of the property to support the increased flows that will result from the sewer replacement and the increased flow volumes from the development. This activity will be undertaken by the City concurrently with the replacement of the sewer main. This activity includes, but it is not limited to pump station electrical/mechanical equipment, forcemain, installation, sheet piling, excavations, connections, erosion control, retaining walls, and engineering.

-
- Construction of the first phase of a river-walk along the south edge of the Property on the Manistee River Channel; approximately 250 linear feet. This structure will provide connectivity between the development and the Downtown, and enhance the walkability of the project. This activity includes but not limited to grading, concrete placement, railing, lighting, benches, landscaping, slope restoration, and engineering services. This activity will be undertaken by the City following the replacement of the sewer main. The river-walk will be installed on the Property within an easement provided to the City by the Developer.
 - Resurfacing of Memorial Drive along the north edge of Parcel 6, to provide connectivity between US-31 to the east and the development. This project will likely be undertaken by the City following completion of all other public infrastructure improvements and availability of adequate tax increments generated from the redevelopment.
 - Installation of a retaining structure between the west edge of the Property and Short Street located immediately west of the Property: approximately 3,600 sf. The two phases of this activity will be undertaken by the City and Developer. The retaining wall is required to stabilize the east and southeast banks of Short Street and the south slope of the hill west of the Property that are currently eroding and cause soils to spill onto the Property and into the Manistee River Channel due to the steep slope gradient. The stabilization of the Short Street slope will allow the reconstruction of the northwest corner of the River Parc building, and the construction of parking areas along the west edge of the Property.

EXHIBIT D - PUBLIC DEVELOPMENT SITE (ALL PARCELS)

KEY

- 1. River Parc Place II LLC Parcel #51-211-100-05
- 2. North Channel Investors LLC Parcel #51-211-100-02
- 3. Former Groves Property Parcel #51-211-100-03
- 4. Former Groves Property Parcel #51-211-100-01
- 5. City of Manistee Parcel #51-211-105-01
- 6. City of Manistee Parcel #51-101-350-01

South Washington Area

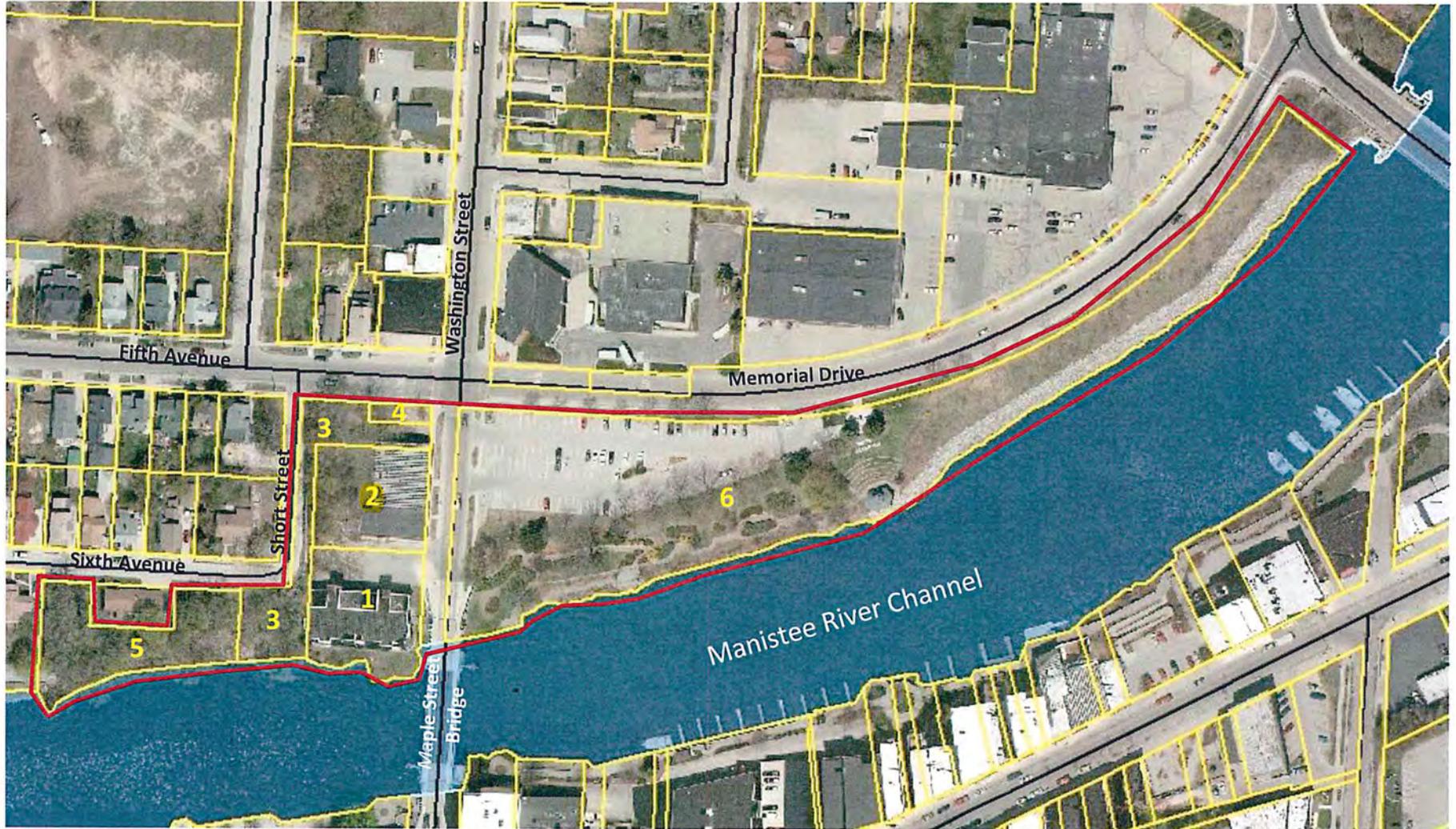


EXHIBIT E - CITY'S PROPERTY

KEY

- 1. River Parc Place II LLC Parcel #51-211-100-05
- 2. North Channel Investors LLC Parcel #51-211-100-02
- 3. Former Groves Property Parcel #51-211-100-03
- 4. Former Groves Property Parcel #51-211-100-01
- 5. City of Manistee Parcel #51-211-105-01
- 6. City of Manistee Parcel #51-101-350-01

South Washington Area

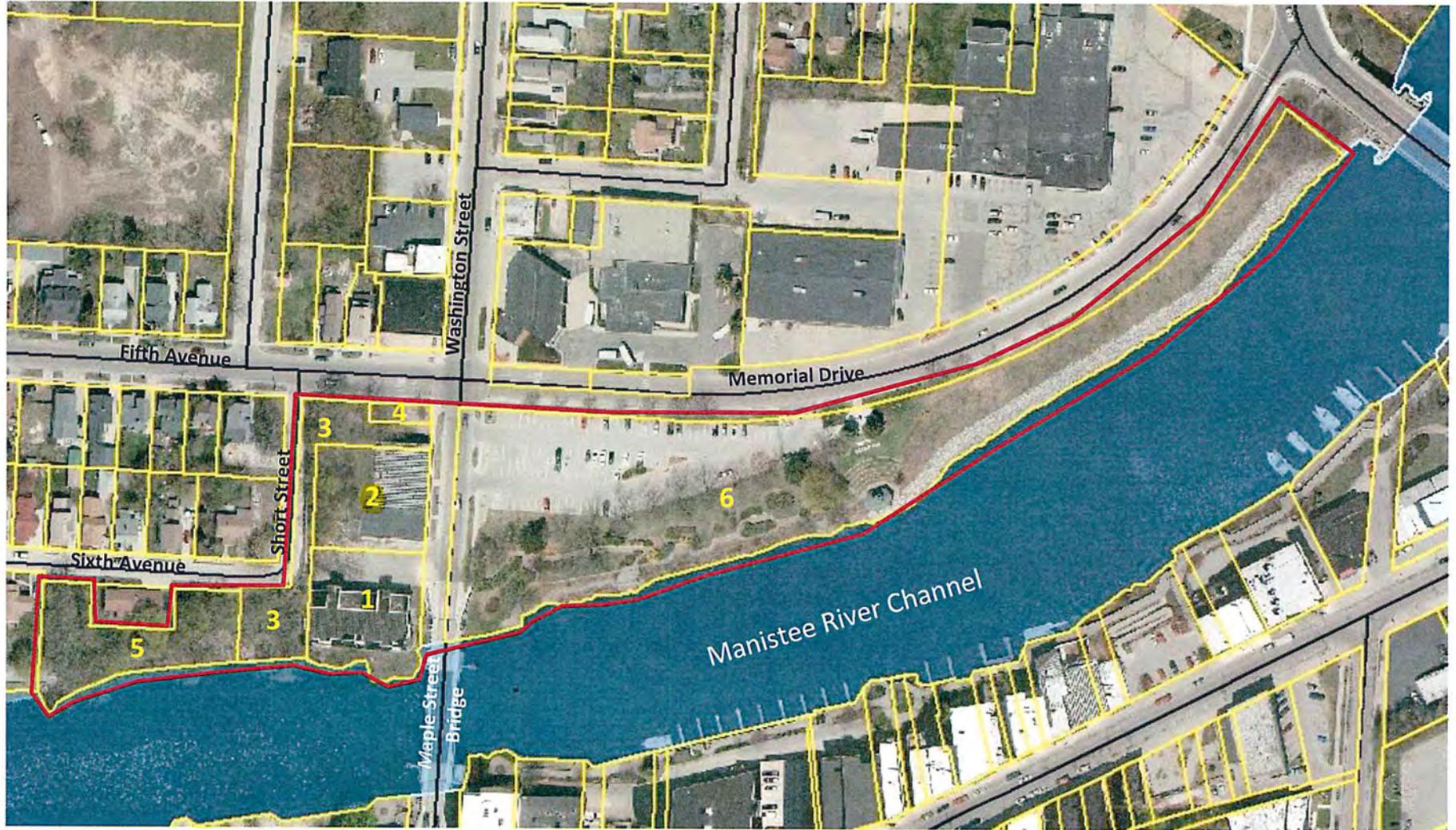


EXHIBIT F – EASEMENTS

Riverwalk Easement

Short Street Stabilization Structure Easement

PERMANENT EASEMENT AGREEMENT

This Easement is granted on _____, 2016, by **North Channel Investors, LLC**, a Michigan limited liability company of 300 Washington Avenue, Suite 200, Grand Haven, MI 49417, referred to in this instrument as “Grantor,” and to the **City of Manistee, a Michigan municipal corporation**, of 70 Maple Street, Manistee, MI 49660, referred to in this instrument as “Grantee”.

For and in consideration of the sum of One Dollar (\$1.00) and the considerations and agreements on the part of Grantee hereinafter outlines, Grantor has this day bargained and sold, and by these presents does hereby grant, bargain, sell and convey, transfer and deliver unto Grantee, a permanent, non-exclusive easement for the construction and maintenance of the Short Street Stabilization Structure and subject to the conditions and limitations as set forth in this agreement, namely:

The right to enter upon the Grantor’s below-described land (the “Easement Parcel”) and the right to construct, grade, level, fill, drain, build, maintain, repair, and rebuild the retaining wall commonly described between the parties as the Short Street Stabilization Structure on said Easement Parcel, said structure more particularly described in the attached Exhibit “A”, which is incorporated herein by reference. The Easement Parcel being Grantor’s land located in the City of Manistee, County of Manistee, State of Michigan, and described as follows, to-wit:

Part of Government Lot One (1), commencing 33 feet West and 55.79 feet South of the Northeast corner, West 75 feet, North 22.54 feet, West 82 feet, South 230 feet, West 60 feet, South to the North line of Manistee River, East along the North line of River to a point 20 feet East of the East line of Short St extending to River, North to point 170 feet West and 87 feet South of Northeast corner of Government Lot One (1) East 137 feet, North 31.21 feet to the point of beginning, Section Eleven (11), Township Twenty-one (21) North, Range Seventeen (17) West, South side of 5th Avenue to River-Bet. Washington and Short Streets.
Parcel ID#: 51-51-211-100-03

Grantee herein, said City of Manistee, accepts this grant of easement from Grantor subject to the following terms and conditions, which shall become effective upon the City’s assumptions of the property for the herein described purposes:

1. Grantee herein, the City of Manistee, assumes all liability for harm and injury to persons or property which may be caused by any of Grantee’s use of the easement herein granted, except, however, only such liability and damages as may be caused solely by use of such easement by Grantor or its officers and agents or the use of said easement. Grantee further agrees to repair any damages to Grantor’s property occasioned by Grantee’s use of the easement granted herein, including its construction, maintenances, or repair of the Short Street Stabilization Structure.
2. Grantee, by and on acceptance of this easement, agrees that it will do nothing to harm the foundations, buildings, equipment, utilities or any other property of Grantor (“Grantor’s

Property”) as they presently exist on Grantor’s premises, whether by reason of Grantee’s engineering, excavating, grading or the construction of the proposed Short Street Stabilization Structure or otherwise, and Grantee assumes and agrees to save Grantor harmless from any loss, injury or damage whatsoever to Grantor’s Property by reason of Grantee’s activities, whether such activities are in compliance or in violation of the rights herein granted.

3. Grantee agrees that it will maintain, repair, and keep up the Short Street Stabilization Structure and the Easement Parcel in a good, useable, and safe condition. The phrase “maintain, repair, and keep up” will be construed to require that which an ordinary, prudent person who would do to keep up and maintain the same in good, clean and safe condition. For purposes of construction and maintenance Grantor authorizes Grantee to enter on to Grantor’s property, but only in the least intrusive manner reasonably practicable to access the easement area.

This Permanent Easement Agreement will run with the land and will bind and inure to the benefit of the parties to this instrument, their heirs, successor and assigns.

In witness, Grantor and Grantee have executed this instrument on the date first written above.

NORTH CHANNEL INVESTORS, LLC
A Michigan limited liability company,

By:
Its:

CITY OF MANISTEE

By: Colleen Kenny, Mayor

By: Michelle Wright, Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF MANISTEE)

On this ___ day of _____, 2016, before me, the undersigned, a Notary Public in and for said County, in the State aforesaid, personally appeared **Colleen Kenny and Michelle Wright**, to me personally known, who by me being duly sworn, did say that they are the Mayor and Clerk of the City of Manistee, a municipal corporation, respectively, and that the

said instrument was signed in behalf of the City by authority of its City Council, and said **Colleen Kenny and Michelle Wright** acknowledged said instrument to be the free act and deed of the City.

_____, Notary Public
_____, County, Michigan
Acting in _____ County, Michigan
My commission expires:

Drafted by:
Mika Meyers, PLC
By: George V. Saylor, III (P37146)
Attorneys at Law
414 Water Street
Manistee, MI 49660
(231) 723-8333

PERMANENT EASEMENT AGREEMENT

This Easement is granted on _____, 2016, by **North Channel Investors, LLC**, a Michigan limited liability company of 300 Washington Avenue, Suite 200, Grand Haven, MI 49417, referred to in this instrument as “Grantor,” and to the **City of Manistee, a Michigan municipal corporation**, of 70 Maple Street, Manistee, MI 49660, referred to in this instrument as “Grantee”.

For and in consideration of the sum of One Dollar (\$1.00) and the considerations and agreements on the part of Grantee hereinafter outlines, Grantor has this day bargained and sold, and by these presents does hereby grant, bargain, sell and convey, transfer and deliver unto Grantee, a permanent, non-exclusive easement and right-of-way for the benefit of members of the general public and subject to the conditions and limitations as set forth in this agreement, namely:

The right to enter upon the South twenty (20) feet of the Grantor’s below-described land running adjacent to the Manistee River channel (the “Easement Parcel”) and grade, level, fill, drain, pave, build, maintain, repair, and rebuild a Riverwalk on said Easement Parcel (the “Riverwalk”), including the right of the public to utilize said Riverwalk once constructed, said Easement Parcel being the Southerly most portion of the Grantor’s land located in the City of Manistee, County of Manistee, State of Michigan, and described as follows, to-wit:

Part of Government Lot One (1), commencing 33 feet West and 55.79 feet South of the Northeast corner, West 75 feet, North 22.54 feet, West 82 feet, South 230 feet, West 60 feet, South to the North line of Manistee River, East along the North line of River to a point 20 feet East of the East line of Short St extending to River, North to point 170 feet West and 87 feet South of Northeast corner of Government Lot One (1) East 137 feet, North 31.21 feet to the point of beginning, Section Eleven (11), Township Twenty-one (21) North, Range Seventeen (17) West, South side of 5th Avenue to River-Bet. Washington and Short Streets.
Parcel ID#: 51-51-211-100-03

Grantee herein, said City of Manistee, accepts this grant of easement from Grantor subject to the following terms and conditions, which shall become effective upon the City’s assumptions of the property for the herein described purposes:

1. Grantee herein, the City of Manistee, assumes all liability for harm and injury to persons or property which may be caused by any of Grantee’s use of the easement herein granted, whether by reason of its own use or the use of members of the public, except, however,

only such liability and damages as may be caused solely by use of such easement by Grantor or its officers and agents or the use of said easement by any organized and regulated activity sponsored and promoted by Grantor herein. Grantee further agrees to repair any damages to Grantor's property occasioned by Grantee's use of the easement granted herein, including its construction, maintenances, or repair of the Riverwalk.

2. Grantee, by and on acceptance of this easement, agrees that it will do nothing to harm the foundations, buildings, equipment, utilities or any other property of Grantor ("Grantor's Property") as they presently exist on Grantor's premises, whether by reason of Grantee's engineering, excavating, grading or the construction of the proposed Riverwalk or otherwise, and Grantee assumes and agrees to save Grantor harmless from any loss, injury or damage whatsoever to Grantor's Property by reason of Grantee's activities, whether such activities are in compliance or in violation of the rights herein granted.

3. Grantee agrees that it will maintain, repair, and keep up the Riverwalk and the Easement Parcel in a good, useable, and safe condition. The phrase "maintain, repair, and keep up" will be construed to require that which an ordinary, prudent person who would erect a Riverwalk or similar structure would ordinarily do to keep up and maintain the same in good, clean and safe condition by reason of its use by the general public. For purposes of construction and maintenance Grantor authorizes Grantee to enter on to Grantor's property, but only in the least intrusive manner reasonably practicable to access the easement area.

This Permanent Easement Agreement will run with the land and will bind and inure to the benefit of the parties to this instrument, their heirs, successor and assigns.

In witness, Grantor and Grantee have executed this instrument on the date first written above.

NORTH CHANNEL INVESTORS, LLC
A Michigan limited liability company,

By:
Its:

CITY OF MANISTEE

By: Colleen Kenny, Mayor

By: Michelle Wright, Clerk

EXHIBIT G

**City of Manistee
Brownfield Redevelopment Authority
Brownfield Plan For
South Washington Street Area Redevelopment Project
City of Manistee, Manistee County**

Prepared By:

City of Manistee Brownfield Redevelopment Authority
and
Manistee Investment Partners, LLC

July 2014

Approved by the Brownfield Redevelopment Authority on 08/05/2014

Approved by the City Council on 10/21/2014

Table of Contents

	Page No.
I. INTRODUCTION AND PURPOSE	1
II. ELIGIBLE PROPERTY	3
1. Description of Costs to Be Paid for with Tax Increment Revenues, and Summary of Eligible Activities	4
2. Estimate of Captured Taxable Value and Tax Increment Revenues	5
3. Method of Financing for the Brownfield Plan	6
4. Maximum Amount of Note or Bonded Indebtedness	6
5. Duration of Brownfield Plan	6
6. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions	7
7. Legal Description and Property Map	7
8. Estimates of Residents and Displacement of Families	7
9. Plan for Relocation of Displaced Persons	7
10. Provisions for Relocation Costs	8
11. Strategy for Compliance with Michigan's Relocation Assistance Law	8
12. Description of Proposed Use of Local Site Remediation Revolving Fund	8
ATTACHMENTS	
Attachment A – Eligible Activities and Eligible Costs	
Attachment B – TIF Capture and Reimbursement Schedules	
Attachment C – Legal Description of the Eligible Properties	

I. INTRODUCTION AND PURPOSE

On June 6, 2006 the City Council of the City of Manistee, Michigan adopted a resolution to create the City of Manistee Brownfield Redevelopment Authority (“Authority”).

The purpose of this document, to be implemented by the Authority, is to satisfy the requirements for a Brownfield Plan (“Plan”) for the properties shown on Figure 1 and listed below and located within the City of Manistee, Manistee County, Michigan (“Property”) as specified in Act 381 of the Public Acts of 1996 as amended, which is known as the “Brownfield Redevelopment Financing Act”. The City of Manistee is a “qualified local governmental unit”.

The Property is comprised of six real estate parcels shown on Figure 1, mostly within the City of Manistee Downtown Development District and within the City of Manistee Historic District. The Property consists of the following parcels:

1. The “River Parc Place” parcel (Parcel 1), including a vacant and blighted four story building, vacant land north of the building, and a strip of vacant land west of the building.
2. The former “North Channel Outlet” parcel (Parcel 2), including a historic vacant and blighted three story building and a contiguous two story building, and vacant land west of the buildings.
3. Two vacant parcels located north and west of the North Channel Outlet and River Parc Place buildings (Parcels 3 and 4).
4. A vacant parcel (Parcel 5) located west of Parcel 3.
5. The Veterans Memorial Park parcel (Parcel 6) located east of Parcels 1 and 2, including parking areas, a Veterans Memorial, an open air performing arts stage and vacant land.

Due to the fact that the buildings in Parcels 1 and 2 have been vacant and underutilized for several years they are currently blighted and in need of substantial repairs, improvements and structural reinforcements. The portions of the Property where Parcels 1, 2, 3 and 4 are located are part of the historic furniture manufacturing complex started in the 1890's. Portions of the original manufacturing complex were demolished over many years, while some were destroyed by fires. The building in Parcel 2 was used as retail store for furniture and furnishings till the early 2010s. The building on Parcel 1 was partially constructed in 2006 but was soon abandoned and left to deteriorate. These four parcels have been acquired by Manistee Investment Partners, LLC that plan to redevelop them through an integrated mixed-use plan.

Parcels 5 is owned by the City of Manistee, and its inclusion in this Plan is critical to the redevelopment of Parcels 1, 2, 3 and 4 due to the public infrastructure improvements that will be constructed on it to support the project. Similarly, Parcel 6, the Veterans Memorial Park, is included in the Plan due to public infrastructure improvements and public parking facilities that will be constructed and improved on it to support the project.

The proposed project will consist of the redevelopment of the buildings into residential and retail spaces. The redevelopment project will be undertaken by the Manistee Investment Partners, LLC for Parcels 1, 2, 3 and 4, and by the City of Manistee for Parcels 5 and 6 and common public infrastructure improvements (collectively referred to as the “Developers”) with assistance by the Authority.

The redevelopment of the Property, subject to the approval of this Plan by the Authority, the City Council and the State of Michigan will include the following elements:

- Remediation of contaminated soils and media.
- Abatement of hazardous materials.
- Demolition of obsolete and structurally unsafe building components.
- Correction of blighted conditions and building elements.
- Construction of improved public water and wastewater facilities, and streetscapes.
- Construction of market rate and “controlled rent” residential spaces at Parcels 1 and 2.
- Construction of commercial and retail spaces on Parcel 2.
- Site improvements and landscaping.

Site plans will be discussed with, planned under and acted upon by City of Manistee zoning ordinance and the guidelines of the Planning Commission, Historic District Commission and the Main Street - Downtown Development Authority within which the Property is located. The redevelopment will involve meeting certain building, historic and environmental requirements to ensure sustainable and safe operation of the proposed uses.

Parcels 1, 2, 3 and 4 are “facilities”, as defined by Part 201 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994 as amended. Parcels 5 and 6 are contiguous to “facilities” and included in the Plan to support the project. Environmental assessments have been, or are being performed by the Authority on all parcels between January 2013 and the present. The environmental assessments have documented the presence of contaminants at concentrations exceeding State of Michigan Generic Residential Cleanup Criteria as described elsewhere in this Plan. The environmental assessments have also facilitated the preparation of Baseline Environmental Assessments for Parcels 1, 2, 3 and 4, and will be used to determine the scope of the Due Care and additional response activities required at the Property.

The redevelopment project will create ten to fifteen new jobs associated with the commercial and retail components of the redevelopment. This project is critical for the Main Street - Downtown Development Authority because it will eliminate the blighted conditions associated with the buildings in Parcels 1 and 2 for several years. The project is catalytic for

this area of the City's Downtown District due to the expected increased economic and building redevelopment activity. Furthermore, this project is compatible with the City's and the MSDDA's vision for the South Washington Street Area as expressed in the "Manistee North Corridor Placemaking Project" plan prepared by Beckett & Raeder for the MSDDA in September 2012.

The Developers require the assistance of the Authority, the City of Manistee Main Street - Downtown Development Authority ("MSDDA") and the City Council with securing Tax Increment Financing for the project. The Developers will also require the assistance of the City in applying for job creation, blight elimination, public infrastructure improvements and rental rehabilitation grant and loan funding from the Michigan Economic Development Corporation ("MEDC") and the Michigan State Housing Development Authority ("MSHDA") to allow this project to proceed.

Due to the substantial rehabilitation costs associated with the project and the continuing depressed real estate values, the Developers will also seek approval from the City and the State of Michigan for the project to qualify for short-term real property tax abatements under the Obsolete Property Rehabilitation Act ("OPRA") and the Neighborhood Enterprise Zone ("NEZ") programs.

II. ELIGIBLE PROPERTY

The eligible Property is located within the boundaries of the City of Manistee. The numbers of the tax parcels comprising the eligible Property are:

- PARCEL 1 : 51-51-211-100-05
- PARCEL 2 : 51-51-211-100-02
- PARCEL 3 : 51-51-211-100-03
- PARCEL 4 : 51-51-211-100-01
- PARCEL 5 : 51-51-211-105-01
- PARCEL 6 : 51-51-101-350-01

Phase I Environmental Site Assessments ("ESA"), Phase II ESAs and Baseline Environmental Assessments ("BEA") were conducted on Parcels 1 in October 2010, and on Parcels 2, 3 and in April and May 2014. The ESAs and BEA were conducted under a USEPA Brownfield Assessment grant awarded to the Authority. Based on the findings of the soil sampling performed under the Phase II ESAs, it was determined that Parcels 1, 2, 3 and 4 of the Property are "facilities" as defined by Part 201 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994 as amended. The "facility" determination was based on the presence of numerous hazardous substances in soils (Arsenic, Barium, Cadmium, Chromium, Copper, Lead, Mercury, Selenium, Silver, Zinc, Benzo(a)pyrene, Benzo(b)fluoranthene, Fluoranthene and Phenanthrene) at concentrations exceeding applicable State of Michigan generic residential cleanup criteria. Parcels 5 and 6 are contiguous to "facilities" and contributing to the redevelopment of Parcels 1 and 2.

1. Description of Costs to Be Paid for With Tax Increment Revenues, and Summary of Eligible Activities

A description of the costs of the plan intended to be paid for with the tax increment revenues, including a brief summary of the eligible activities that are proposed for each eligible property.

An estimate of costs that may be eligible for reimbursement using Brownfield TIF, associated with the project approved by the Authority, is presented as Attachment A. The eligible activities currently required for the redevelopment of the Property, include:

- Preparation of Act 381 Work Plan for environmental (MDEQ) and non-environmental (MSF) eligible activities;
- Preparation of Due Care Plans for the portions of the Property that are “facilities”;
- Preparation of biddable plans and specifications for environmental and non-environmental eligible construction activities;
- Removal/disposal or capping of contaminated soils, fly ash, coal residue and other waste material at basement and crawl spaces of the River Parc Place (“RPP”) and North Channel Outlet (“NCO”) buildings, respectively;
- Removal/disposal or capping of contaminated soils and wastes north, west and between the two buildings;
- Removal/replacement of contaminated floors in the NCO building;
- Abatement of hazardous materials (Asbestos and Lead Based Paint) in the NCO building;
- Grading and balancing of uneven surfaces north and west of the buildings to facilitate construction of parking spaces and support structures;
- Demolition of structurally unsafe exterior portions of the NCO building;
- Demolition of obsolete interior walls and structures in the RPP and NCO buildings;
- Structural reinforcement of the NCO building to allow the safe interior demolition and reconstruction activities;
- Stabilization of the slope of Short Street west of the two buildings;
- Reconstruction of sidewalks and curb cuts along the Washington Street and 5th Avenue boundaries of the property;
- Replacement of the failing sanitary sewer serving the buildings along the Manistee River Channel;
- Enlargement of the sanitary pump station to provide required capacity for the increased flows generated by the project;
- Extension of the water main to the vicinity of the project to provide the increased capacity for the project;
- Construction of Phase I of a river walk along the south boundary of the Property to enhance walkability for the project;
- Resurfacing of Memorial Drive to accommodate the increased traffic associated with the project;
- Installation of streetscape along the section of Washington Street, from 5th Avenue to the

- Memorial Bridge, along the east boundary of the project;
- Contingency for the construction components of the project;
- Carrying (financing) costs for the construction of eligible activities by the Developers;
- Administrative costs of the Authority for the duration of the TIF capture and reimbursement period;

The estimated cost of the eligible activities that may be reimbursed through revenues generated from the capture of future incremental School and Local taxes on the Property, is approximately \$3,252,400. In the event that a CDBG Blight Elimination grant is awarded by the MSF to the Authority or the City for the project, the cost of some eligible activities may be reduced accordingly. However, the estimated cost to be reimbursed to the Developers through TIF is subject to the capture and reimbursement duration limitation discussed in Section II.5 of this Plan.

Following approval of this Plan by the Authority, the MSDDA and the City Council, review and approval of a Brownfield (Act 381) Work Plan by the MDEQ and MSF will be required prior to beginning work. Additionally, a Development & Reimbursement Agreement between the Authority and the Developers of the Property will be required to establish the schedule and components of the redevelopment project, as well as the terms and conditions of the financing of eligible activities and reimbursement of associated eligible costs.

2. Estimate of Captured Taxable Value and Tax Increment Revenues

Provide an estimate of the captured taxable value and tax increment revenues for each year of the plan from each parcel of eligible property and in aggregate. The plan may provide for the use of part or all of the captured taxable value, including deposits in the local site remediation revolving fund, but the portion intended to be used shall be clearly stated in the plan. The plan shall not provide either for an exclusion from captured taxable value of a portion of the captured taxable value or for an exclusion of the tax levy of one or more taxing jurisdictions unless the tax levy is excluded from tax increment revenues in Section 2(aa), or unless the tax levy is excluded from capture under Section 15. MCLA 125.2663(1)(c)

The estimated captured taxable value and tax increment revenues associated with the project, subject to approval of the Authority, City Council and State of Michigan (MDEQ and MSF), are presented as Attachments B1 and B2.

The incremental taxable value of the parcels comprising the Property at the time of the approval of the Plan is \$1,845,700. This estimate is based on the current combined taxable value of the six parcels, of \$354,300 and an estimated future taxable value of Parcels 1, 2, 3 and 4 upon completion of the redevelopment project at the Property, of approximately \$2,200,000.

The incremental tax revenues that are currently expected to be generated from the parcels on the Property are approximately \$3,289,320. This estimate is based on capture of any and all incremental tax revenues during the duration of the Plan (Section II.5) with a seven-year

Neighborhood Enterprise Zone tax abatement for the RPP building and a ten-year Obsolete Property Rehabilitation Act tax abatement for the NCO building.

3. Method of Financing for the Brownfield Plan

The method, by which the costs of the plan will be financed, including a description of any advances made or anticipated to be made for the costs of the plan from the municipality.

Costs of implementing the eligible activities of the Plan may be financed by use of funding obtained from any of the following sources, at the discretion of the Authority:

- Developers' equity and/or other financing sources.
- Authority financing sources.
- State Site Reclamation and/or Brownfield Redevelopment Grants.
- Tax Increment Revenues as defined in Section 2(aa) of 1996 Mich. Pub. Acts 381, including capture of incremental taxes levied for school operating and non-school operating expenses, as amended.
- Other revenues obtained by the Authority.
- The Authority's Local Site Remediation Revolving Fund (if/when one is established).

The Authority may use proceeds from any of the listed sources, at its discretion and in compliance with applicable laws, to pay for eligible activities on the eligible Property, to reimburse the Developers, to repay revolving or other loan(s) or bonds, or reimburse the local site remediation revolving fund.

No advance by the Authority is anticipated at this time.

4. Maximum Amount of Note or Bonded Indebtedness

The maximum amount, of note or bounded indebtedness to be incurred, if any. MCLA 125.2663(1)(e).

At this time the Authority will not incur any bonded indebtedness for this Plan. The City of Manistee, at its discretion, may utilize public financing for the project or components of the project.

5. Duration of Brownfield Plan

The duration of the brownfield plan, which shall not exceed the lesser of the period authorized under Subsections (4) and (5) or 35 years. MCLA 125.2663(1)(f).

The Plan will remain in effect for as many years as is required to fully reimburse the eligible costs or thirty (30) years, whichever is less. The Authority will not capture for the Local Site

Remediation Revolving Fund. The estimated tax capture period and schedule is shown on Attachment B.

6. Estimated Impact of Tax Increment Financing on Revenues of Taxing Jurisdictions

An estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions in which the eligible property is located. MCLA 125.2663(1)(g).

Estimates of tax increment revenues from the taxing jurisdictions captured for the eligible project planned by the Authority are presented in Attachments B1 and B2.

7. Legal Description of Property

A legal description of each parcel of eligible property to which the plan applies, a map showing the location and dimensions of each eligible property, and a statement of whether personal property is included as part of the eligible property. MCLA 125.2663(1)(h).

Legal descriptions of the tax parcels comprising the eligible Property and a Property map (aerial photo) are included as Attachment C.

8. Estimates of Residents and Displacement of Families

Estimates of the number of persons residing on each eligible property to which the plan applies and the number of families and individuals to be displaced. If occupied residences are designated for acquisition and clearance by the authority, the plan shall include a demographic survey of the persons to be displaced; a statistical description of the housing supply in the community, including the number of private and public units in existence or under construction, the condition of those in existence, the number of owner-occupied and renter-occupied units, the annual rate of turnover of the various types of housing and the range of rents and sale prices, an estimate of the total demand for housing in the community, and the estimated capacity of private and public housing available to displaced families and individuals. MCLA 125.2663(1)(i).

There are no persons currently residing at the Property that will be redeveloped under the Plan and there are no families or individuals displaced as a result of redevelopment under the Plan.

9. Plan for Relocation of Displaced Persons

A plan for establishing priority for the relocation of persons displaced by implementation of the plan. MCLA 125.2663(1)(j)

No persons will be displaced as a result of implementation of the eligible activities of the

Plan. Therefore, a plan for relocation of displaced persons is not applicable and is not needed for the Plan.

10. Provisions for Relocation Costs

Provision for the costs of relocating persons displaced by implementation of the plan, and financial assistance and reimbursement of expenses, including litigation expenses and expenses incident to the transfer of title, in accordance with the standards and provisions of the federal uniform relocation assistance and real property acquisition policies Act of 1970, Public Law 91-646, 84 Stat. 1894 MCLA 125.2663(1)(k)

No persons will be displaced as a result of implementation of the eligible activities of the Plan and no relocation costs will be incurred. Therefore, provision for relocation costs is not applicable and is not needed for the Plan.

11. Strategy for Compliance with Michigan's Relocation Assistance Law

A strategy for compliance with Act No. 227 of the Public Acts of 1972, being Sections 213.321 to 213.332 of the Michigan Compiled Laws.

No persons will be displaced as a result of implementation of the eligible activities of the Plan. Therefore, no relocation assistance strategy is needed for the Plan.

12. Description of Proposed Use of Local Site Remediation Revolving Fund

A description of proposed use of the local site remediation revolving fund. MCLA 125.2663(1)(m).

The Authority will not capture for the Local Site Remediation Revolving Fund (LSRRF). If the Authority amends the plan at a future date to allow capture for the LSRRF, the proceeds of the Authority's , which may be established by a resolution of the Authority, including the maximum amount of tax increment revenues captured by the Authority and placed in the LSRRF under the Plan, will be used in accordance with the Act. The Authority will then use the fund to pay for the Authority's administrative costs, for repayment of any indebtedness incurred by the Authority for this project, for reimbursing the Developers qualifying for such reimbursement for eligible activities as defined in Section 2(k) of 1996 of 1996 Mich. Pub. Acts 381 as amended, and to pay for any eligible activity costs conducted by the Authority at approved properties within the City of Manistee and included in a Plan, but not limited to the property included in this Plan, as well as other eligible properties within the City of Manistee which may be included in the Plan as amended in the future by the Authority and the City Council. Eligible activities include but are not limited to:

Phase I and II Environmental Assessments

Baseline Environmental Assessments
Soil and Groundwater Investigations
Soil and/or Groundwater Remediation
Contaminated Structure Demolitions
Due Care Activities
Associated Infrastructure improvements associated with response activities
Administration Costs (Work Plans, MDEQ approvals, Authority administrative/operating expenses)

No estimates of tax increment revenues captured from the eligible Property for the LSRRF are presented in Attachment B.

ATTACHMENT A – Eligible Activities and Eligible Costs

**ATTACHMENT A - Eligible Activities and Eligible Costs
South Washington Area Redevelopment**

ACTIVITY	COST	INCREMENTAL TAX CAPTURE			
		SCHOOL	SCHOOL	LOCAL	LOCAL
ENVIRONMENTAL (MDEQ)					
RPP/NCO - Due Care Plan	\$10,000	42.3%	\$4,230	57.7%	\$5,770
RPP - Cap Exposed Contaminated Soils (Basement)	\$15,000	42.3%	\$6,345	57.7%	\$8,655
RPP - Cap Contaminated Soils (Open Area between RPP and NCO)	\$20,000	42.3%	\$8,460	57.7%	\$11,540
NCO - Cap Contaminated Soil, Coal, Ash, Debris (1st Floor Crawl Space)	\$35,000	42.3%	\$14,805	57.7%	\$20,195
NCO - Remove/Cap Contaminated Soil, Coal, Ash, Debris (West Open Area)	\$25,000	42.3%	\$10,575	57.7%	\$14,425
NCO - Remove/Cap Contaminated Soil, Ash (North Open Area)	\$20,000	42.3%	\$8,460	57.7%	\$11,540
NCO - Remove/Replace Contaminated Wooden Floors (3rd Floor N Building)	\$10,000	42.3%	\$4,230	57.7%	\$5,770
BRA Plan and Act 381 Work Plan (MDEQ Portion)	\$10,000	42.3%	\$4,230	57.7%	\$5,770
Contingency on Environmental Activities (15%)	\$21,750	42.3%	\$9,200	57.7%	\$12,550
Subtotal:	\$166,750		\$70,535		\$96,215
SITE PREPARATION (MSF)					
NCO - ACM Abatement	\$40,000	42.3%	\$16,920	57.7%	\$23,080
NCO - LBP Abatement	\$35,000	42.3%	\$14,805	57.7%	\$20,195
NCO - North and West Areas Grading & Balancing	\$10,000	42.3%	\$4,230	57.7%	\$5,770
NCO - Interior Structures and Walls Demolition	\$10,000	42.3%	\$4,230	57.7%	\$5,770
NCO - Exterior Structures and Walls Demolition	\$20,000	42.3%	\$8,460	57.7%	\$11,540
NCO - Building Structural Stabilization	\$200,000	42.3%	\$84,600	57.7%	\$115,400
RPP - West Area Grading & Balancing	\$10,000	42.3%	\$4,230	57.7%	\$5,770
RPP - Interior Structures and Walls Demolition	\$20,000	42.3%	\$8,460	57.7%	\$11,540
Contingency (15%)	\$51,750	42.3%	\$21,890	57.7%	\$29,860
Subtotal:	\$396,750		\$167,825		\$228,925
PUBLIC INFRASTRUCTURE IMPROVEMENTS (MSF)					
NCO - Sidewalk and Curb Cuts	\$50,000	42.3%	\$21,150	57.7%	\$28,850
RPP - Sidewalk and Curb Cuts	\$50,000	42.3%	\$21,150	57.7%	\$28,850
SWA - Short Street Retaining Structures	\$150,000	42.3%	\$63,450	57.7%	\$86,550
SWA - Sanitary Sewer Replacement	\$810,000	42.3%	\$342,630	57.7%	\$467,370
SWA - Pump Station Enlargement	\$385,000	42.3%	\$162,855	57.7%	\$222,145
SWA - Water Main Extension	\$47,600	42.3%	\$20,135	57.7%	\$27,465
SWA - River Walk Phase I	\$114,300	42.3%	\$48,349	57.7%	\$65,951
SWA - Memorial Drive Resurfacing	\$480,000	42.3%	\$203,040	57.7%	\$276,960
VMP - Streetscape (Washington Street; Bridge to 5th Avenue)	\$150,000	42.3%	\$63,450	57.7%	\$86,550
BRA Plan and Act 381 Work Plan (MSF Portion)	\$10,000	42.3%	\$4,230	57.7%	\$5,770
Contingency (15%)	\$337,035	42.3%	\$142,566	57.7%	\$194,469
Subtotal:	\$2,583,935		\$1,093,005		\$1,490,930
Reimbursable Eligible Costs Total:	\$3,147,435		\$1,331,365		\$1,816,070
BRA Administrative Cost	\$105,000	0.0%	\$0	100.0%	\$105,000
Total Incremental Tax Capture:	\$3,252,435		\$1,331,365		\$1,921,070

ATTACHMENT A - SWA 381 WP Eligible Costs 07-10-14

ATTACHMENT B – TIF Capture and Reimbursement Schedule

**SOUTH WASHINGTON AREA BROWNFIELD REDEVELOPMENT PROJECT
ATTACHMENT B-1a**

RIVER PARC PLACE - PARCEL 1 - REAL ESTATE

Projected Taxable Value (Real Estate) \$ 210,000
 Current Taxable Value (Real Estate) \$ 21,900 2014
 Incremental Taxable Value: \$ 167,100 Increase 1.5% annually after 2016

Millage Category	Millage Rate	Captured Millage	Year															
			2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
Capturable Taxable Value		\$	-	\$ 167,100	\$ 169,607	\$ 172,151	\$ 174,733	\$ 177,354	\$ 180,014	\$ 182,714	\$ 185,455	\$ 188,237	\$ 191,060	\$ 193,926	\$ 196,835	\$ 199,788	\$ 202,785	
School Operating	18.0000	\$	108,277	\$ 3,008	\$ 3,053	\$ 3,199	\$ 3,145	\$ 3,192	\$ 3,240	\$ 3,289	\$ 3,338	\$ 3,388	\$ 3,439	\$ 3,491	\$ 3,543	\$ 3,596	\$ 3,650	
State Education Tax	6.0000	\$	36,692	\$ 1,003	\$ 1,018	\$ 1,033	\$ 1,048	\$ 1,064	\$ 1,080	\$ 1,096	\$ 1,113	\$ 1,129	\$ 1,146	\$ 1,164	\$ 1,181	\$ 1,199	\$ 1,217	
School Debt Service	2.8000	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
West Shore CC Voted	3.9907	\$	18,592	\$ 516	\$ 524	\$ 532	\$ 540	\$ 548	\$ 556	\$ 565	\$ 573	\$ 582	\$ 591	\$ 599	\$ 608	\$ 617	\$ 627	
Manitowish ISD	2.3000	\$	13,835	\$ 384	\$ 390	\$ 396	\$ 402	\$ 408	\$ 414	\$ 420	\$ 427	\$ 433	\$ 439	\$ 446	\$ 453	\$ 460	\$ 466	
City Operating	17.7612	\$	106,840	\$ 2,968	\$ 3,012	\$ 3,058	\$ 3,103	\$ 3,150	\$ 3,197	\$ 3,245	\$ 3,294	\$ 3,343	\$ 3,393	\$ 3,444	\$ 3,496	\$ 3,548	\$ 3,602	
County Operating	5.5000	\$	33,085	\$ 919	\$ 933	\$ 947	\$ 961	\$ 975	\$ 990	\$ 1,005	\$ 1,020	\$ 1,035	\$ 1,051	\$ 1,067	\$ 1,083	\$ 1,099	\$ 1,115	
911 Voted	0.8000	\$	4,812	\$ 134	\$ 136	\$ 138	\$ 140	\$ 142	\$ 144	\$ 146	\$ 148	\$ 151	\$ 153	\$ 155	\$ 157	\$ 160	\$ 162	
Council on Aging Voted	0.3000	\$	1,505	\$ 50	\$ 51	\$ 52	\$ 52	\$ 53	\$ 54	\$ 55	\$ 56	\$ 56	\$ 57	\$ 58	\$ 59	\$ 60	\$ 61	
County Library Voted	1.0000	\$	6,015	\$ 167	\$ 170	\$ 172	\$ 175	\$ 177	\$ 180	\$ 183	\$ 185	\$ 188	\$ 191	\$ 194	\$ 197	\$ 200	\$ 203	
Dial A Ride Voted	0.3276	\$	1,971	\$ 55	\$ 56	\$ 56	\$ 57	\$ 58	\$ 59	\$ 60	\$ 61	\$ 62	\$ 63	\$ 64	\$ 64	\$ 65	\$ 66	
Medical Care Voted	0.5000	\$	3,008	\$ 84	\$ 85	\$ 86	\$ 87	\$ 89	\$ 90	\$ 91	\$ 93	\$ 94	\$ 96	\$ 97	\$ 98	\$ 100	\$ 101	
City Garbage	1.1500	\$	6,918	\$ 192	\$ 195	\$ 198	\$ 201	\$ 204	\$ 207	\$ 210	\$ 213	\$ 216	\$ 220	\$ 223	\$ 226	\$ 230	\$ 233	
Fire Truck & Station Bond	0.0500	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
County Jail Bond Voted	0.0000	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Incremental Tax	59.1095	\$	211,250	0	9,479	9,622	9,766	9,913	10,061	10,212	10,365	10,521	10,679	10,839	11,001	11,166	11,334	11,504
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
School Tax Captured		\$	144,369	\$ -	\$ 4,010	\$ 4,071	\$ 4,132	\$ 4,194	\$ 4,256	\$ 4,320	\$ 4,385	\$ 4,451	\$ 4,518	\$ 4,585	\$ 4,654	\$ 4,724	\$ 4,795	\$ 4,867
Non-School Tax Captured		\$	196,880	\$ -	\$ 5,469	\$ 5,551	\$ 5,634	\$ 5,719	\$ 5,805	\$ 5,892	\$ 5,980	\$ 6,070	\$ 6,161	\$ 6,253	\$ 6,347	\$ 6,442	\$ 6,539	\$ 6,637
Total Tax Captured		\$	341,250	\$0	\$9,479	\$9,622	\$9,766	\$9,913	\$10,061	\$10,212	\$10,365	\$10,521	\$10,679	\$10,839	\$11,001	\$11,166	\$11,334	\$11,504

Aggregate	Amortization of Funds														
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Capture for Eligible Costs	\$0	\$9,479	\$9,622	\$9,766	\$9,913	\$10,061	\$10,212	\$10,365	\$10,521	\$10,679	\$10,839	\$11,001	\$11,166	\$11,334	\$11,504
Capture for Revolving Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cumulative Total Capture	\$0	\$9,479	\$19,101	\$28,867	\$38,780	\$48,841	\$59,053	\$69,418	\$79,939	\$90,618	\$101,456	\$112,458	\$123,624	\$134,958	\$146,462

SOUTH WASHINGTON AREA BROWNFIELD REDEVELOPMENT PROJECT
ATTACHMENT B-1a

2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
\$ 205,826	\$ 208,914	\$ 212,047	\$ 215,228	\$ 218,457	\$ 221,733	\$ 225,059	\$ 228,435	\$ 231,862	\$ 235,340	\$ 238,870	\$ 242,453	\$ 246,090	\$ 249,781	\$ 253,528
\$ 3,705	\$ 3,760	\$ 3,817	\$ 3,874	\$ 3,932	\$ 3,991	\$ 4,051	\$ 4,112	\$ 4,174	\$ 4,236	\$ 4,300	\$ 4,364	\$ 4,430	\$ 4,496	\$ 4,564
\$ 1,255	\$ 1,253	\$ 1,272	\$ 1,291	\$ 1,311	\$ 1,330	\$ 1,350	\$ 1,371	\$ 1,391	\$ 1,412	\$ 1,433	\$ 1,455	\$ 1,477	\$ 1,499	\$ 1,521
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 636	\$ 646	\$ 655	\$ 665	\$ 675	\$ 685	\$ 696	\$ 706	\$ 717	\$ 727	\$ 738	\$ 749	\$ 761	\$ 772	\$ 784
\$ 473	\$ 481	\$ 488	\$ 495	\$ 502	\$ 510	\$ 518	\$ 525	\$ 533	\$ 541	\$ 549	\$ 558	\$ 566	\$ 574	\$ 583
\$ 3,656	\$ 3,711	\$ 3,766	\$ 3,823	\$ 3,880	\$ 3,938	\$ 3,997	\$ 4,057	\$ 4,118	\$ 4,180	\$ 4,243	\$ 4,306	\$ 4,371	\$ 4,436	\$ 4,503
\$ 1,132	\$ 1,149	\$ 1,166	\$ 1,184	\$ 1,202	\$ 1,220	\$ 1,238	\$ 1,256	\$ 1,273	\$ 1,294	\$ 1,314	\$ 1,333	\$ 1,353	\$ 1,374	\$ 1,394
\$ 165	\$ 167	\$ 170	\$ 172	\$ 175	\$ 177	\$ 180	\$ 183	\$ 185	\$ 188	\$ 191	\$ 194	\$ 197	\$ 200	\$ 203
\$ 62	\$ 63	\$ 64	\$ 65	\$ 66	\$ 67	\$ 68	\$ 69	\$ 70	\$ 71	\$ 72	\$ 73	\$ 74	\$ 75	\$ 76
\$ 206	\$ 209	\$ 212	\$ 215	\$ 218	\$ 222	\$ 225	\$ 228	\$ 232	\$ 235	\$ 239	\$ 242	\$ 246	\$ 250	\$ 254
\$ 67	\$ 68	\$ 69	\$ 71	\$ 72	\$ 73	\$ 74	\$ 75	\$ 76	\$ 77	\$ 78	\$ 79	\$ 81	\$ 82	\$ 83
\$ 103	\$ 104	\$ 106	\$ 108	\$ 109	\$ 111	\$ 113	\$ 114	\$ 116	\$ 118	\$ 119	\$ 121	\$ 123	\$ 125	\$ 127
\$ 237	\$ 240	\$ 244	\$ 248	\$ 251	\$ 255	\$ 259	\$ 263	\$ 267	\$ 271	\$ 275	\$ 279	\$ 283	\$ 287	\$ 292
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11,676	11,852	12,029	12,210	12,393	12,579	12,768	12,959	13,153	13,351	13,551	13,754	13,961	14,170	14,383

16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
\$ 4,940	\$ 5,014	\$ 5,089	\$ 5,165	\$ 5,243	\$ 5,322	\$ 5,401	\$ 5,482	\$ 5,565	\$ 5,648	\$ 5,733	\$ 5,819	\$ 5,906	\$ 5,995	\$ 6,085
\$ 6,737	\$ 6,838	\$ 6,940	\$ 7,044	\$ 7,150	\$ 7,257	\$ 7,366	\$ 7,477	\$ 7,589	\$ 7,703	\$ 7,818	\$ 7,935	\$ 8,054	\$ 8,175	\$ 8,298
511,676	511,852	512,029	512,210	512,393	512,579	512,768	512,959	513,153	513,351	513,551	513,754	513,961	514,170	514,383

511,676	511,852	512,029	512,210	512,393	512,579	512,768	512,959	513,153	513,351	513,551	513,754	513,961	514,170	514,383
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$158,138	\$169,990	\$182,019	\$194,229	\$206,622	\$219,201	\$231,968	\$244,927	\$258,081	\$271,431	\$284,982	\$298,737	\$312,697	\$326,867	\$341,250

**SOUTH WASHINGTON AREA BROWNFIELD REDEVELOPMENT PROJECT
ATTACHMENT B-1b**

RIVER PARC PLACE - PARCEL 1 - REAL PROPERTY

Projected Taxable Value (Real Property) \$ 1,190,000
 Current Taxable Value (Real Property) \$ 243,000 2014
 Incremental Taxable Value: \$ 947,000 Increase 1.5% annually after 2016

Millage Category	Millage Rate	Captured															
		Millage	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Capturable Taxable Value		\$	\$	\$ 500,000	\$ 947,000	\$ 961,205	\$ 975,623	\$ 990,257	\$ 1,005,111	\$ 1,020,185	\$ 1,035,491	\$ 1,051,023	\$ 1,066,788	\$ 1,082,790	\$ 1,099,032	\$ 1,115,518	\$ 1,132,250
School Operating	18.0000	\$ 596,771	\$	\$ 9,060	\$ 17,016	\$ 17,302	\$ 17,561	\$ 17,825	\$ 18,092	\$ 18,363	\$ 18,639	\$ 18,918	\$ 19,202	\$ 19,496	\$ 19,785	\$ 20,079	\$ 20,381
State Education Tax	6.9000	\$ 198,924	\$	\$ 3,460	\$ 5,682	\$ 5,767	\$ 5,854	\$ 5,942	\$ 6,031	\$ 6,121	\$ 6,213	\$ 6,306	\$ 6,401	\$ 6,497	\$ 6,594	\$ 6,693	\$ 6,794
School Debt Service	2.3800	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
West Shore CC Voted	3.6907	\$ 82,690	\$	\$	\$	\$	\$	\$	\$	\$	\$ 3,200	\$ 3,248	\$ 3,297	\$ 3,347	\$ 3,397	\$ 3,448	\$ 3,499
Manistee ISD	2.3000	\$ 61,536	\$	\$	\$	\$	\$	\$	\$	\$	\$ 2,382	\$ 2,417	\$ 2,454	\$ 2,490	\$ 2,528	\$ 2,566	\$ 2,604
City Operating	17.7612	\$ 475,193	\$	\$	\$	\$	\$	\$	\$	\$	\$ 18,392	\$ 18,667	\$ 18,947	\$ 19,232	\$ 19,520	\$ 19,813	\$ 20,110
County Operating	5.5000	\$ 147,150	\$	\$	\$	\$	\$	\$	\$	\$	\$ 5,695	\$ 5,781	\$ 5,867	\$ 5,955	\$ 6,045	\$ 6,135	\$ 6,227
911 Voted	0.8000	\$ 21,404	\$	\$	\$	\$	\$	\$	\$	\$	\$ 828	\$ 841	\$ 855	\$ 866	\$ 879	\$ 892	\$ 906
Council on Aging Voted	0.3000	\$ 8,026	\$	\$	\$	\$	\$	\$	\$	\$	\$ 311	\$ 315	\$ 320	\$ 325	\$ 330	\$ 335	\$ 340
County Library Voted	1.0000	\$ 26,755	\$	\$	\$	\$	\$	\$	\$	\$	\$ 1,035	\$ 1,051	\$ 1,067	\$ 1,083	\$ 1,099	\$ 1,116	\$ 1,132
Dial A Ride Voted	0.3276	\$ 8,765	\$	\$	\$	\$	\$	\$	\$	\$	\$ 339	\$ 344	\$ 349	\$ 355	\$ 360	\$ 365	\$ 371
Medical Care Voted	0.5000	\$ 13,377	\$	\$	\$	\$	\$	\$	\$	\$	\$ 518	\$ 526	\$ 533	\$ 541	\$ 550	\$ 558	\$ 566
City Garbage	1.1500	\$ 30,768	\$	\$	\$	\$	\$	\$	\$	\$	\$ 1,191	\$ 1,209	\$ 1,227	\$ 1,245	\$ 1,264	\$ 1,283	\$ 1,302
Hire Truck & Station Bond	0.0000	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
County Jail Bond Voted	0.0000	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total Incremental Tax	59.1095	\$ 1,671,359	\$ 0	\$ 12,000	\$ 22,728	\$ 23,069	\$ 23,415	\$ 23,766	\$ 24,123	\$ 24,485	\$ 24,853	\$ 25,225	\$ 25,603	\$ 25,987	\$ 26,377	\$ 26,772	\$ 27,174
School Tax Captured		\$ 795,695	\$	\$ 12,000	\$ 22,728	\$ 23,069	\$ 23,415	\$ 23,766	\$ 24,123	\$ 24,485	\$ 24,853	\$ 25,225	\$ 25,603	\$ 25,987	\$ 26,377	\$ 26,772	\$ 27,174
Non-School Tax Captured		\$ 875,664	\$	\$	\$	\$	\$	\$	\$	\$	\$ 33,891	\$ 34,399	\$ 34,915	\$ 35,439	\$ 35,971	\$ 36,510	\$ 37,058
Total Tax Captured		\$ 1,671,359	\$ 0	\$ 12,000	\$ 22,728	\$ 23,069	\$ 23,415	\$ 23,766	\$ 24,123	\$ 24,485	\$ 24,853	\$ 25,225	\$ 25,603	\$ 25,987	\$ 26,377	\$ 26,772	\$ 27,174

Aggregate	Application of Funds														
	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15
Capture for Eligible Costs:	\$0	\$12,000	\$22,728	\$23,069	\$23,415	\$23,766	\$24,123	\$24,485	\$24,853	\$25,225	\$25,603	\$26,377	\$26,772	\$27,174	
Capture for Revolving Fund:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Cumulative Total Capture	\$0	\$12,000	\$34,728	\$57,797	\$81,212	\$104,978	\$129,101	\$153,585	\$178,328	\$203,553	\$229,256	\$255,453	\$282,145	\$309,319	

SOUTH WASHINGTON AREA BROWNFIELD REDEVELOPMENT PROJECT
ATTACHMENT B-1b

	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
\$	1,149,234	1,106,473	1,183,970	1,201,729	1,219,755	1,238,052	1,256,622	1,275,472	1,294,604	1,314,023	1,333,733	1,353,739	1,374,045	1,394,656	1,415,576
\$	20,656	20,997	21,311	21,631	21,956	22,285	22,619	22,958	23,303	23,652	24,007	24,367	24,733	25,104	25,480
\$	6,895	6,999	7,104	7,210	7,319	7,428	7,540	7,653	7,768	7,884	8,002	8,122	8,244	8,368	8,493
\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
\$	3,552	3,605	3,659	3,714	3,770	3,826	3,884	3,942	4,001	4,061	4,122	4,184	4,247	4,310	4,375
\$	2,643	2,683	2,723	2,764	2,805	2,848	2,890	2,934	2,978	3,022	3,068	3,114	3,160	3,208	3,256
\$	20,412	20,718	21,029	21,344	21,664	21,989	22,319	22,654	22,994	23,339	23,689	24,044	24,405	24,771	25,142
\$	6,321	6,416	6,512	6,610	6,709	6,809	6,911	7,015	7,120	7,227	7,336	7,446	7,557	7,671	7,786
\$	919	933	947	961	976	990	1,005	1,020	1,036	1,051	1,067	1,083	1,099	1,116	1,132
\$	345	350	355	361	366	371	377	383	388	394	400	406	412	418	425
\$	1,149	1,166	1,184	1,202	1,220	1,238	1,257	1,275	1,295	1,314	1,334	1,354	1,374	1,395	1,416
\$	376	382	388	394	400	406	412	418	424	430	437	443	450	457	464
\$	575	583	592	601	610	619	628	638	647	657	667	677	687	697	708
\$	1,322	1,341	1,362	1,382	1,403	1,424	1,445	1,467	1,489	1,511	1,534	1,557	1,580	1,604	1,628
\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	65,195	66,173	67,166	68,174	69,196	70,234	71,288	72,357	73,442	74,544	75,662	76,797	77,949	79,118	80,305

	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
\$	27,582	27,995	28,415	28,842	29,274	29,713	30,159	30,611	31,070	31,537	32,010	32,490	32,977	33,472	33,974
\$	37,614	38,178	38,751	39,332	39,922	40,521	41,129	41,746	42,372	43,007	43,652	44,307	44,972	45,646	46,331
\$	565,195	566,173	567,166	568,174	569,196	570,234	571,288	572,357	573,442	574,544	575,662	576,797	577,949	579,118	580,305

\$	565,195	566,173	567,166	568,174	569,196	570,234	571,288	572,357	573,442	574,544	575,662	576,797	577,949	579,118	580,305
\$	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50
\$	5648,954	5715,128	5782,294	5850,467	5919,663	5989,898	51,061,185	51,133,542	51,206,984	51,281,528	51,357,190	51,433,987	51,511,936	51,591,034	51,671,359

**SOUTH WASHINGTON AREA BROWNFIELD REDEVELOPMENT PROJECT
ATTACHMENT B-2a**

NORTH CHANNEL OUTLET - PARCEL 2 - REAL ESTATE

Projected Taxable Value (Real Estate)	\$	120,000
Current Taxable Value (Real Estate)	\$	8,610 2014
Incremental Taxable Value	\$	111,390 Increase 1.5% annually after 2016

Millage Category	Millage Rate	Captured															
		2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
Capturable Taxable Value	\$	-	\$ 111,390	\$ 113,061	\$ 114,737	\$ 116,478	\$ 118,225	\$ 119,999	\$ 121,799	\$ 123,626	\$ 125,480	\$ 127,362	\$ 129,273	\$ 131,212	\$ 133,180	\$ 135,178	
School Operating	18.0000	\$ 72,178	\$ 2,005	\$ 2,035	\$ 2,066	\$ 2,097	\$ 2,128	\$ 2,160	\$ 2,192	\$ 2,225	\$ 2,259	\$ 2,293	\$ 2,327	\$ 2,362	\$ 2,397	\$ 2,433	
State Education Tax	0.0000	\$ 24,059	\$ 665	\$ 678	\$ 689	\$ 699	\$ 709	\$ 720	\$ 731	\$ 742	\$ 753	\$ 764	\$ 776	\$ 787	\$ 799	\$ 811	
School Debt Service	2.3800	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
West Shore CC Voted	3.0907	\$ 12,193	\$ 344	\$ 349	\$ 355	\$ 360	\$ 365	\$ 371	\$ 376	\$ 382	\$ 388	\$ 394	\$ 400	\$ 406	\$ 412	\$ 418	
Manistee ISD	2.3000	\$ 9,223	\$ 256	\$ 260	\$ 264	\$ 268	\$ 272	\$ 276	\$ 280	\$ 284	\$ 289	\$ 293	\$ 297	\$ 302	\$ 306	\$ 311	
City Operating	17.7612	\$ 71,221	\$ 1,978	\$ 2,008	\$ 2,038	\$ 2,069	\$ 2,100	\$ 2,131	\$ 2,163	\$ 2,196	\$ 2,229	\$ 2,262	\$ 2,296	\$ 2,330	\$ 2,365	\$ 2,401	
County Operating	5.5000	\$ 22,054	\$ 613	\$ 622	\$ 631	\$ 641	\$ 650	\$ 660	\$ 670	\$ 680	\$ 690	\$ 700	\$ 711	\$ 722	\$ 732	\$ 743	
911 Voted	0.8000	\$ 3,208	\$ 89	\$ 90	\$ 92	\$ 93	\$ 95	\$ 96	\$ 97	\$ 99	\$ 100	\$ 102	\$ 103	\$ 105	\$ 107	\$ 108	
Council on Aging Voted	0.3000	\$ 1,203	\$ 33	\$ 34	\$ 34	\$ 35	\$ 35	\$ 36	\$ 37	\$ 37	\$ 38	\$ 38	\$ 39	\$ 39	\$ 40	\$ 41	
County Library Voted	1.0000	\$ 4,010	\$ 111	\$ 113	\$ 115	\$ 116	\$ 118	\$ 120	\$ 122	\$ 124	\$ 125	\$ 127	\$ 129	\$ 131	\$ 133	\$ 135	
Dial A Ride Voted	0.3376	\$ 1,314	\$ 36	\$ 37	\$ 38	\$ 38	\$ 39	\$ 39	\$ 40	\$ 40	\$ 41	\$ 42	\$ 42	\$ 43	\$ 44	\$ 44	
Medical Care Voted	0.5000	\$ 2,005	\$ 50	\$ 51	\$ 52	\$ 53	\$ 54	\$ 55	\$ 56	\$ 57	\$ 58	\$ 59	\$ 60	\$ 61	\$ 62	\$ 63	
City Garbage	1.1500	\$ 4,611	\$ 128	\$ 130	\$ 132	\$ 134	\$ 136	\$ 138	\$ 140	\$ 142	\$ 144	\$ 146	\$ 149	\$ 151	\$ 153	\$ 155	
Fire Truck & Station Bond	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
County Jail Bond Voted	0.0000	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Incremental Tax	59.1095	\$ 227,479	0	6,319	6,414	6,510	6,608	6,707	6,807	6,910	7,013	7,118	7,225	7,334	7,444	7,555	7,669

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
School Tax Captured	\$ 96,237	\$ -	\$ 2,672	\$ 2,713	\$ 2,754	\$ 2,795	\$ 2,837	\$ 2,880	\$ 2,923	\$ 2,967	\$ 3,012	\$ 3,057	\$ 3,103	\$ 3,149	\$ 3,196	\$ 3,244
Non-School Tax Captured	\$ 131,242	\$ -	\$ 3,646	\$ 3,700	\$ 3,756	\$ 3,812	\$ 3,869	\$ 3,927	\$ 3,986	\$ 4,046	\$ 4,107	\$ 4,169	\$ 4,231	\$ 4,294	\$ 4,359	\$ 4,424
Total Tax Captured	\$227,479	0	\$6,319	\$6,414	\$6,510	\$6,608	\$6,707	\$6,807	\$6,910	\$7,013	\$7,118	\$7,225	\$7,334	\$7,444	\$7,555	\$7,669

Aggregate	Application of Funds															
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
Capture for Eligible Costs	\$227,479	\$0	\$6,319	\$6,414	\$6,510	\$6,608	\$6,707	\$6,807	\$6,910	\$7,013	\$7,118	\$7,225	\$7,334	\$7,444	\$7,555	\$7,669
Capture for Resilient Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cumulative Total Capture	\$227,479	\$0	\$6,319	\$12,733	\$19,243	\$25,851	\$32,558	\$39,365	\$46,275	\$53,288	\$60,406	\$67,632	\$74,965	\$82,409	\$89,964	\$97,632

SOUTH WASHINGTON AREA BROWNFIELD REDEVELOPMENT PROJECT
ATTACHMENT B-2a

	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
\$	137,205	139,263	141,352	143,473	145,625	147,809	150,026	152,277	154,561	156,879	159,232	161,621	164,045	166,506	169,003
\$	2,470	2,507	2,544	2,583	2,621	2,661	2,700	2,741	2,782	2,824	2,866	2,909	2,953	2,997	3,042
\$	823	836	848	861	874	887	900	914	927	941	955	970	984	999	1,014
\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
\$	424	430	437	443	450	457	464	471	478	485	492	500	507	515	522
\$	316	320	325	330	335	340	345	350	355	361	366	372	377	383	389
\$	2,437	2,473	2,511	2,548	2,586	2,625	2,665	2,705	2,745	2,786	2,828	2,871	2,914	2,957	3,002
\$	755	766	777	789	801	813	825	838	850	863	876	889	902	916	930
\$	110	111	113	115	116	118	120	122	124	126	127	129	131	133	135
\$	41	42	42	43	44	44	45	46	46	47	48	48	49	50	51
\$	137	139	141	143	146	148	150	152	155	157	159	162	164	167	169
\$	45	46	46	47	48	48	49	50	51	51	52	53	54	55	55
\$	69	70	71	72	73	74	75	76	77	78	80	81	82	83	85
\$	138	140	143	146	149	152	155	158	161	164	167	170	173	176	179
\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	7,784	7,900	8,019	8,139	8,261	8,385	8,511	8,639	8,768	8,900	9,033	9,169	9,306	9,446	9,587

	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
\$	3,293	3,342	3,392	3,443	3,495	3,547	3,601	3,655	3,709	3,765	3,822	3,879	3,937	3,996	4,056
\$	4,491	4,558	4,626	4,696	4,766	4,838	4,910	4,984	5,059	5,135	5,212	5,290	5,369	5,450	5,531
	57,784	57,900	58,019	58,139	58,261	58,385	58,511	58,639	58,768	58,900	59,033	59,169	59,306	59,446	59,587

\$7,784	\$7,900	\$8,019	\$8,139	\$8,261	\$8,385	\$8,511	\$8,639	\$8,768	\$8,900	\$9,033	\$9,169	\$9,306	\$9,446	\$9,587
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$105,416	\$113,316	\$121,335	\$129,474	\$137,736	\$146,121	\$154,632	\$163,270	\$172,038	\$180,938	\$189,971	\$199,140	\$208,446	\$217,892	\$227,479

**SOUTH WASHINGTON AREA BROWNFIELD PLAN
ATTACHMENT B-2b**

NORTH CHANNEL OUTLET - PARCEL 2 - REAL PROPERTY

Projected Taxable Value (Real Property) \$ 650,000
 Current Taxable Value (Real Property) \$ 48,700 2014
 Incremental Taxable Value: \$ 631,210 Increase 1.5% annually after 2016

Alliance Category	Alliance Rate	Captured																
		Alliance	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
Capturable Taxable Value		\$	-	\$ 500,000	\$ 631,210	\$ 640,678	\$ 650,288	\$ 660,043	\$ 669,943	\$ 679,992	\$ 690,192	\$ 700,545	\$ 711,053	\$ 721,719	\$ 732,545	\$ 743,533	\$ 754,686	
School Operating	18.0000	\$	400,771	\$ 9,000	\$ 11,362	\$ 11,532	\$ 11,705	\$ 11,881	\$ 12,059	\$ 12,240	\$ 12,423	\$ 12,610	\$ 12,799	\$ 12,991	\$ 13,186	\$ 13,384	\$ 13,584	
State Education Tax	6.0000	\$	133,590	\$ 3,000	\$ 3,787	\$ 3,844	\$ 3,902	\$ 3,960	\$ 4,020	\$ 4,080	\$ 4,141	\$ 4,203	\$ 4,266	\$ 4,330	\$ 4,395	\$ 4,461	\$ 4,528	
School Debt Service	2.3500	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
West Shore CC Voted	3.0000	\$	48,620	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,231	\$ 2,264	\$ 2,298	\$ 2,333	
Manatee ISD	2.3000	\$	36,182	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,660	\$ 1,685	\$ 1,710	\$ 1,736	
City Operating	17.7612	\$	279,403	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,819	\$ 13,011	\$ 13,206	\$ 13,404	
County Operating	5.5000	\$	66,521	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,909	\$ 4,029	\$ 4,089	\$ 4,151	
911 Voted	0.8000	\$	12,585	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 577	\$ 586	\$ 595	\$ 604	
Council on Aging Voted	0.3000	\$	4,719	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 217	\$ 220	\$ 223	\$ 226	
County Library Voted	1.0000	\$	15,731	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 722	\$ 733	\$ 744	\$ 755	
Dial A Ride Voted	0.3276	\$	5,154	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 236	\$ 240	\$ 244	\$ 247	
Medical Care Voted	0.5000	\$	7,866	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 361	\$ 366	\$ 372	\$ 377	
City Garbage	1.1500	\$	18,091	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 830	\$ 842	\$ 855	\$ 868	
Fire Truck & Station Bond	0.0000	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
County Jail Bond Voted	0.0000	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Incremental Tax	59.1095	\$	1,049,233	\$ 0	\$ 12,000	\$ 15,149	\$ 15,376	\$ 15,607	\$ 15,841	\$ 16,079	\$ 16,320	\$ 16,565	\$ 16,813	\$ 17,065	\$ 17,321	\$ 17,581	\$ 17,845	\$ 18,112
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
School Tax Captured		\$	534,261	\$ -	\$ 12,000	\$ 15,149	\$ 15,376	\$ 15,607	\$ 15,841	\$ 16,079	\$ 16,320	\$ 16,565	\$ 16,813	\$ 17,065	\$ 17,321	\$ 17,581	\$ 17,845	\$ 18,112
Non-School Tax Captured		\$	514,871	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,622	\$ 23,976	\$ 24,335	\$ 24,701	
Total Tax Captured		\$	1,049,233	\$ 0	\$ 12,000	\$ 15,149	\$ 15,376	\$ 15,607	\$ 15,841	\$ 16,079	\$ 16,320	\$ 16,565	\$ 16,813	\$ 17,065	\$ 17,321	\$ 17,581	\$ 17,845	\$ 18,112

Aggregate	Application of Funds														
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Capture for Eligible Costs:	\$1,049,233	\$0	\$12,000	\$15,149	\$15,376	\$15,607	\$15,841	\$16,079	\$16,320	\$16,565	\$16,813	\$17,065	\$17,321	\$17,581	\$17,845
Capture for Revolving Fund:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cumulative Total Capture	\$1,049,233	\$0	\$12,000	\$27,149	\$42,525	\$58,132	\$73,973	\$90,052	\$106,372	\$122,936	\$139,749	\$156,815	\$174,136	\$191,717	\$209,562

SOUTH WASHINGTON AREA BROWNFIELD PLAN
ATTACHMENT B-2b

2020	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
\$ 766,006	\$ 777,497	\$ 789,159	\$ 800,996	\$ 813,011	\$ 825,206	\$ 837,585	\$ 850,148	\$ 862,901	\$ 875,844	\$ 888,982	\$ 902,316	\$ 915,851	\$ 929,589	\$ 943,533
\$ 13,786	\$ 13,995	\$ 14,205	\$ 14,416	\$ 14,634	\$ 14,854	\$ 15,077	\$ 15,303	\$ 15,532	\$ 15,765	\$ 16,002	\$ 16,242	\$ 16,485	\$ 16,733	\$ 16,984
\$ 4,596	\$ 4,665	\$ 4,735	\$ 4,806	\$ 4,878	\$ 4,951	\$ 5,026	\$ 5,101	\$ 5,177	\$ 5,255	\$ 5,334	\$ 5,414	\$ 5,495	\$ 5,578	\$ 5,661
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 2,367	\$ 2,403	\$ 2,439	\$ 2,476	\$ 2,513	\$ 2,550	\$ 2,589	\$ 2,628	\$ 2,667	\$ 2,707	\$ 2,748	\$ 2,789	\$ 2,831	\$ 2,873	\$ 2,916
\$ 1,762	\$ 1,788	\$ 1,815	\$ 1,842	\$ 1,870	\$ 1,898	\$ 1,926	\$ 1,955	\$ 1,985	\$ 2,014	\$ 2,045	\$ 2,075	\$ 2,106	\$ 2,138	\$ 2,170
\$ 13,605	\$ 13,809	\$ 14,016	\$ 14,227	\$ 14,440	\$ 14,657	\$ 14,877	\$ 15,100	\$ 15,326	\$ 15,556	\$ 15,789	\$ 16,026	\$ 16,267	\$ 16,511	\$ 16,758
\$ 4,213	\$ 4,276	\$ 4,340	\$ 4,405	\$ 4,472	\$ 4,539	\$ 4,607	\$ 4,676	\$ 4,746	\$ 4,817	\$ 4,889	\$ 4,963	\$ 5,037	\$ 5,113	\$ 5,189
\$ 612	\$ 622	\$ 631	\$ 641	\$ 650	\$ 660	\$ 670	\$ 680	\$ 690	\$ 701	\$ 711	\$ 722	\$ 733	\$ 744	\$ 755
\$ 230	\$ 233	\$ 237	\$ 240	\$ 244	\$ 248	\$ 251	\$ 255	\$ 259	\$ 263	\$ 267	\$ 271	\$ 275	\$ 279	\$ 283
\$ 766	\$ 777	\$ 789	\$ 801	\$ 813	\$ 825	\$ 838	\$ 850	\$ 863	\$ 876	\$ 889	\$ 902	\$ 916	\$ 930	\$ 944
\$ 251	\$ 255	\$ 259	\$ 262	\$ 266	\$ 270	\$ 274	\$ 279	\$ 283	\$ 287	\$ 291	\$ 296	\$ 300	\$ 305	\$ 309
\$ 383	\$ 389	\$ 395	\$ 400	\$ 407	\$ 413	\$ 419	\$ 425	\$ 431	\$ 438	\$ 444	\$ 451	\$ 458	\$ 465	\$ 472
\$ 881	\$ 894	\$ 908	\$ 921	\$ 935	\$ 949	\$ 963	\$ 978	\$ 992	\$ 1,007	\$ 1,022	\$ 1,038	\$ 1,053	\$ 1,069	\$ 1,085
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
43,455	44,107	44,769	45,440	46,122	46,814	47,516	48,228	48,952	49,686	50,431	51,188	51,956	52,735	53,526

16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
\$ 18,384	\$ 18,660	\$ 18,940	\$ 19,224	\$ 19,512	\$ 19,805	\$ 20,102	\$ 20,404	\$ 20,710	\$ 21,020	\$ 21,336	\$ 21,656	\$ 21,980	\$ 22,310	\$ 22,645
\$ 25,071	\$ 25,447	\$ 25,829	\$ 26,216	\$ 26,609	\$ 27,009	\$ 27,414	\$ 27,825	\$ 28,242	\$ 28,666	\$ 29,096	\$ 29,532	\$ 29,975	\$ 30,425	\$ 30,881
43,455	44,107	44,769	45,440	46,122	46,814	47,516	48,228	48,952	49,686	50,431	51,188	51,956	52,735	53,526

\$43,455	\$44,107	\$44,769	\$45,440	\$46,122	\$46,814	\$47,516	\$48,228	\$48,952	\$49,686	\$50,431	\$51,188	\$51,956	\$52,735	\$53,526
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$367,763	\$411,870	\$456,638	\$502,078	\$548,200	\$595,014	\$642,530	\$690,758	\$739,710	\$789,390	\$839,828	\$891,016	\$942,971	\$995,706	\$1,049,233

ATTACHMENT C – Legal Description of the Eligible Property

ATTACHMENT C

LEGAL DESCRIPTION
SOUTH WASHINGTON AREA
MANISTEE, MICHIGAN

PARCEL 1 (RPP): 51-51-211-100-05 PT OF GOVT LOT 1, COM AT NE COR OF SD SEC, TH S 89 DEG 54 MIN 09 SEC W 33 FT, TH S 212.62 FT TO POB, TH CONT S 132.61 FT TO AN INTERMEDIATE TRAVERSE LN, TH ALG TRAVERSE LN N 87 DEG 55 MIN 28 SEC W 137.09 FT, TH N 127.41 FT, TH N 89 DEG 54 MIN 09 SEC E 137 FT TO POB. SEC 11 T21N R17W. .41 A*M/L. _____P.ADDR: S OF 86 WASHINGTON ST

PARCEL 2 (NCO): 51-51-211-100-02 PT GOVT LOT 1, COM AT NE COR OF SD SEC, TH S 89 DEG 54 MIN 09 SEC W 33 FT, TH S 87 FT TO POB, TH S 125.62 FT, TH S 89 DEG 54 MIN 09 SEC W 137 FT, TH N 125.62 FT, TH N 89 DEG 54 MIN 09 SEC E 137 FT TO POB. SEC 11 T21N R17W. .40 A*M/L. _____P.ADDR: 86 WASHINGTON ST.

PARCEL 3 (G L): 51-51-211-100-03 PT GOVT LOT 1 COM 33 FT W + 55.79 FT S OF NE COR, W 75 FT, N 22.54 FT, W 82 FT, S 230 FT, W 60 FT, S TO N LI MANISTEE RIVER, E ALG N LI OF RIV TO A PT 20 FT E OF E LI OF SHORT ST EXT TO RIV, N TO PT 170 FT W + 87 FT S OF NE COR GOVT LOT 1 E 137 FT, N 31.21 FT TO POB SEC 11 T21N R17W SOUTH SIDE 5TH AVE TO RIVER-BET. WASHINGTON + SHORT STS.

PARCEL 4 (G S): 51-51-211-100-01 PT GOVT LOT 1 COM 33 FT S + 33 FT W OF NE COR, W 75 FT, S 22.54 FT, E 75 FT, N 22.79 FT TO POB SEC 11 T21N R17W _____P.ADDR: 98 WASHINGTON ST.

PARCEL 5 (C): 51-51-211-105-01 PT OF GOVT LOT 1, COM AT NE COR OF SD GOVT LOT, TH S 269.82 FT, TH S 89 DEG 34 MIN 06 SEC W 249.4 FT TO POB, TH S 111 FT, TO N'LY EDGE OF MANISTEE RIVER, TH S 83 DEG 18 MIN 30 SEC W 238.44 FT, TH N 137 FT, TH N 89 DEG 34 MIN 06 SEC E 57.67 FT, TH S 50 FT, TH N 89 DEG 34 MIN 06 SEC E 100 FT, TH N 50 FT, TH N 89 DEG 34 MIN 06 SEC E 79.33 FT TO POB. .56 A*M/L. SEC 11 T21N R17W. _____P.ADDR: S SIDE OF 6TH AVE

PARCEL 6 (VMP): 51-51-101-350-01 AMENDED MAP OF ENGELMANN'S ADDITION S 25 FT OF LOT 8 BLOCK 16 NORTH SIDE OF MEMORIAL DR.

**CITY OF MANISTEE, MANISTEE COUNTY, MICHIGAN
RESOLUTION APPROVING BROWNFIELD PLAN FOR
SOUTH WASHINGTON AREA REDEVELOPMENT PROJECT**

At a regular meeting of the City Council of the City of Manistee, Manistee County, Michigan, held in the Council Chambers, at 7:00 p.m., on the 21st day of October, 2014

The following resolution was offered by Councilperson Gustad and supported by Councilperson Zaring:

WHEREAS, the City of Manistee has created the Brownfield Redevelopment Authority (the "Authority") pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of 1996, as amended (the "Act"); and

WHEREAS, the Authority has prepared and recommended for approval by the Manistee City Council a Brownfield Redevelopment Plan (the "Plan") for the project known as "South Washington Area Redevelopment Project" for six properties located at the south end of Washington Street and adjacent streets (the "Property"), pursuant to and in accordance with Section 13 of the Act; and

WHEREAS, the Authority has, at least ten (10) days before the meeting of the Manistee City Council at which this resolution has been considered, provided notice to and fully informed all taxing jurisdictions which are affected by the proposed Plan (the "Taxing Jurisdictions"), and the Manistee City Council has previously provided to the Taxing Jurisdictions a reasonable opportunity to express their views and recommendations regarding the Plan and in accordance with the Sections 13(10) and 14(1) of the Act; and

WHEREAS, the Manistee City Council has made the following determinations and findings:

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

WHEREAS, as a result of its review of the Plan and upon consideration of the views of the Taxing Jurisdictions, the Manistee City Council desires to proceed with approval of the Plan.

NOW, THEREFORE, IT IS RESOLVED by the Manistee City Council that:

1. **Plan Approved.** Pursuant to the authority vested in the Manistee City Council by the Act, and pursuant to and in accordance with the provisions of Section 14 of the Act, the Plan is hereby approved in the form attached as Exhibit "A" to this Resolution.
2. **Severability.** Should any section, clause or phrase of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
3. **Repeals.** All resolutions or part of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

AYES: Kenny, Cote, Hornkohl, Goodspeed, Zaring, Wittlieff, Gustad

NAYS: None

ABSENT: None

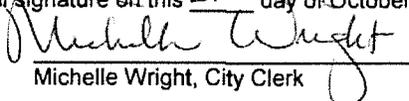
ABSTENTIONS: None

RESOLUTION DECLARED ADOPTED


Colleen Kenny, Mayor

I, Michelle Wright,, the undersigned, the duly appointed City Clerk for the City Manistee, Manistee County, Michigan do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Manistee City Council held on the 21st day of October, 2014.

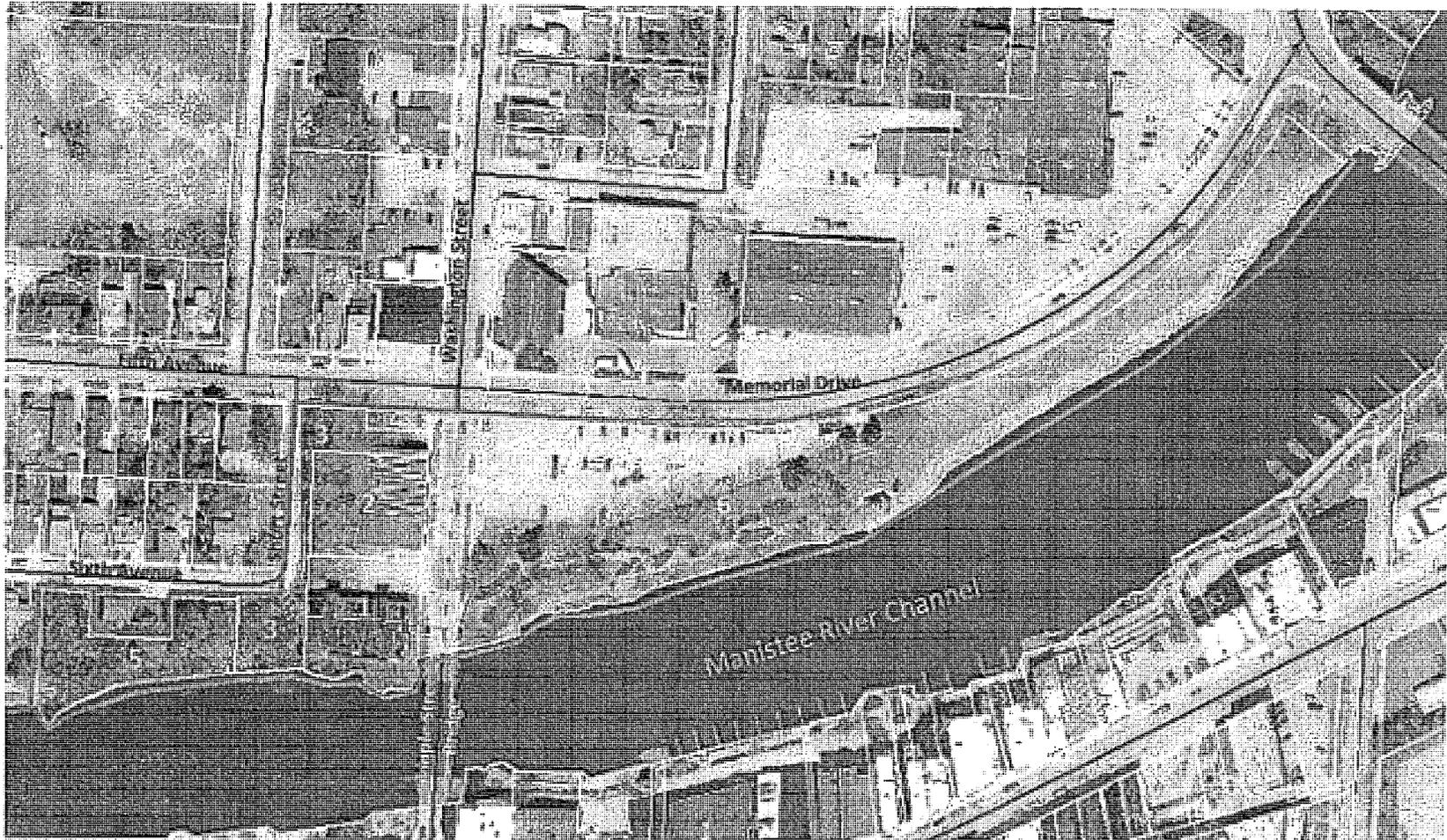
IN WITNESS WHEREOF, I have hereunto affixed my official signature on this 21st day of October, 2014.


Michelle Wright, City Clerk

KEY

- | | |
|--------------------------------|-----------------------|
| 1. River Parc Place II LLC | Parcel #51-211-100-05 |
| 2. North Channel Investors LLC | Parcel #51-211-100-02 |
| 3. Former Groves Property | Parcel #51-211-100-03 |
| 4. Former Groves Property | Parcel #51-211-100-01 |
| 5. City of Manistee | Parcel #51-211-105-01 |
| 6. City of Manistee | Parcel #51-101-350-01 |

South Washington Area



**ACT 381 WORK PLAN
TO CONDUCT ELIGIBLE BROWNFIELD REDEVELOPMENT ACTIVITIES
FOR
SOUTH WASHINGTON STREET AREA
CITY OF MANISTEE, MANISTEE COUNTY, MICHIGAN**

DRAFT: January 2015

Prepared for:

Michigan Department of Environmental Quality
and
Michigan Strategic Fund / Michigan Economic Development Corporation

Submitted by:

City of Manistee Brownfield Redevelopment Authority
70 Maple Street
Manistee, MI 49660

Prepared with assistance from:

Manistee Investment Partners, LLC
and
Eftaxiadis Consulting LLC

TABLE OF CONTENTS

- 1.0 INTRODUCTION
 - 1.1 Eligible Property Information
 - 1.1.1 Location
 - 1.1.2 Current Ownership
 - 1.1.3 Proposed Future Ownership
 - 1.1.4 Delinquent Taxes, Interest and Penalties
 - 1.1.5 Existing and Proposed Future Zoning for Each Eligible Property
 - 1.2 Historical Use of Each Eligible Property
 - 1.3 Current Use of Each Eligible Property
 - 1.4 Summary of Site Conditions and Known Environmental Contamination
 - 1.5 Summary of Functionally Obsolete and/or Blighted Conditions
 - 1.6 Summary of Proposed Redevelopment and Future Use for Each Eligible Property
 - 1.7 Information Required by Section 15(15) of the Statute
 - 1.7.1 Sufficiency of MEGA Eligible Activities
 - 1.7.2 Necessity of MEGA Eligible
 - 1.7.3 Reasonableness of Costs
 - 1.7.4 Benefit to the Public
 - 1.7.5 Reuse of Vacant Buildings
 - 1.7.6 Jobs Created
 - 1.7.7 Unemployment
 - 1.7.8 Contamination Alleviation
 - 1.7.9 Private Sector Contribution
 - 1.7.10 Greenfield Site Comparison
 - 1.7.11 Creation of Brownfield or Vacant Building
 - 1.7.12 Financial Statements
 - 1.7.13 Incentives
 - 1.7.14 Additional Information
- 2.0 SCOPE OF WORK
 - 2.1 MDEQ Eligible Activities
 - 2.1.1 Baseline Environmental Assessments
 - 2.1.2 Due Care
 - 2.1.3 Additional Response Activities
 - 2.1.4 Environmental Insurance
 - 2.1.5 Interest
 - 2.1.6 BRA Plan and Act 381 Work Plan
 - 2.1.7 Contingency
 - 2.2 MSF Eligible Activities
 - 2.2.1 Public Infrastructure Improvements
 - 2.2.2 Demolition
 - 2.2.3 Lead Abatement
 - 2.2.4 Asbestos Abatement

- 2.2.5 Site Preparation
- 2.2.6 Interest
- 2.2.7 Assistance to Land Bank
- 2.2.8 Public Building Relocation
- 2.2.9 BRA Plan and Act 381 Work Plan

3.0 SCHEDULE AND COSTS

- 3.1 Schedule of Activities
- 3.2 Estimated Costs
 - 3.2.1 Description of MDEQ Eligible Activities Costs
 - 3.2.2 Description of MSF Eligible Activities Costs

FIGURES

- Figure 1 Property Location and Tax Parcels (aerial photo)
- Figure 2-A Site Photographs
- Figure 2-B Site Photographs
- Figure 3-A Renderings (River Park Place building)
- Figure 3-B Rendering (North Channel Outlet building)
- Figure 4 Public Infrastructure Improvement Locations
- Figure 5 Historic District Map (North Channel Outlet building)

TABLES

- Table 1 Eligible Activities and Costs
- Table 2 Tax Capture/Reimbursement Schedules

ATTACHMENTS

- Attachment A Approved Brownfield Plan
- Attachment B Development Agreement
- Attachment C Blight Designation Letter (River Parc Place building)

1.0 INTRODUCTION

1.1 Eligible Property Information

1.1.1 Property Eligibility. The eligible Property consists of the following six (6) real estate parcels shown on Figure 1:

- **Parcel 1.** The “River Parc Place” parcel, including a vacant and blighted four-story building, vacant land north of the building, and strips of vacant land west, south and east of the building.
- **Parcel 2.** The former “North Channel Outlet” parcel, including a historic vacant and blighted three-story building and a contiguous two-story building, and vacant land west of the buildings.
- **Parcels 3 and 4.** Two vacant parcels located north and west of the North Channel Outlet and west of the River Parc Place parcels.
- **Parcel 5.** One vacant parcel located west of Parcel 3.
- **Parcel 6.** The Veterans Memorial Park parcel located east of Parcels 1 and 2, including parking areas, a Veterans Memorial, an open air performing arts stage, and vacant land.

Eligibility. Parcels 1, 2, 3 and 4 are “**facilities**”, as defined by Part 201 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994 as amended. Parcels 5 and 6 are **contiguous** to “facilities”. See Section 1.5 for information on Functionally Obsolete, Blighted and Historic conditions.

Location. All parcels are located within the City of Manistee, Manistee County. The City of Manistee is a “qualified local governmental unit”.

The address for Parcel 1 is 80 Washington Street, and the address for Parcel 2 is 86 Washington Street; the four vacant parcels do not have street numbers assigned to them.

Parcels 1, 2, 3, 4 and 6 are located within the City of Manistee Main Street - Downtown Development District (“MS-DDA”) and within the City’s Historic District (“HD”). Parcel 5 is located immediately west, but contiguous to the MS-DDA District and the HD.

On the date the Brownfield Plan established the “eligible” Property, it consisted of the

following tax parcels:

- PARCEL 1 : 51-51-211-100-05
- PARCEL 2 : 51-51-211-100-02
- PARCEL 3 : 51-51-211-100-03
- PARCEL 4 : 51-51-211-100-01
- PARCEL 5 : 51-51-211-105-01
- PARCEL 6 : 51-51-101-350-01

1.1.2 Current Ownership

The tax parcels comprising the Property are owned by the following entities (including contact information and addresses):

- PARCEL 1: River Parc Place II LLC. Mr. John Groothuis, 300 Washington Avenue, Suite 200, Grand Haven, MI 49417.
- PARCELS 2, 3 and 4: North Channel Investors LLC. Mr. John Groothuis, 300 Washington Avenue, Suite 200, Grand Haven, MI 49417.
- PARCELS 5 and 6: City of Manistee. Mr. Thad Taylor, Manager, 70 Maple Street, Manistee, MI 49660.

1.1.3 Proposed Future Ownership

The ownership of the parcels comprising the Property will be retained by the current owners.

1.1.4 Delinquent Taxes

The Property currently does not have delinquent property taxes.

1.1.5 Existing and Proposed Future Zoning

Parcels 1, 2, 3, 4 and 6 are zoned C-3 Central Business District. Parcel 5 is located in the R-3 High Density Residential zone. The zoning supports the proposed mixed-use commercial and housing development for the Property, as well as recreational and public uses.

1.2 Historical Use of Property

The south portion of Parcel 6 along the Manistee River Channel supported warehouses, lumber docks, coal docks, railroad dock, railroad spurs and railroad loading-unloading facilities as early as the 1890s and continued into the 1960s. Development of the City's Veterans Memorial Park started at this parcel in the 1980s and has continued to the present. Most of the parcel is vacant.

Parcels 1, 2, 3, 4 and 5 were historically part of the Manistee Manufacturing Company complex

whose construction and operations started in 1888 and continued through the 1960s. The buildings that occupied the south and north portions of the five parcels were damaged by several fires over the years and most buildings were eventually demolished in the 1970s and 1980s. Portion of the building that remained on Parcel 2 was operated as used furniture and furnishings retail operation (known as “North Channel Outlet”) through approximately the early 2010s; it has been vacant since that time.

Following the fires and demolition of the Manistee Manufacturing Company buildings on Parcel 1, a residential condominium building (known as the “River Parc Place”) was partially constructed in 2006 but was soon after abandoned and left to deteriorate due to exposure to the weather, vandals and animals. The building has been vacant and blighted since at least 2008.

1.3 Current Use of Property

The Property currently consists of mostly vacant parcels of land and two unoccupied buildings, as follows:

- PARCEL 1. Unoccupied building and vacant land.
- PARCEL 2. Unoccupied building and vacant land.
- PARCEL 3. Vacant land.
- PARCEL 4. Vacant land.
- PARCEL 5. Vacant land.
- PARCEL 6. Municipal park and vacant land.

Representative photographs of the Property are presented as Figures 2-A and 2-B.

1.4 Summary of Site Conditions and Known Environmental Contamination

Several Phase I and Phase II Environmental Site Assessments (“ESA”) and Baseline Environmental Assessments (“BEA”) have been conducted at the parcels comprising the Property by the City of Manistee Brownfield Redevelopment Authority (“CMBRA”) utilizing funds available through several USEPA Brownfield Assessment grants. These assessments are summarized as follows:

- PARCEL 1. Phase I and Phase II ESAs and a BEA were conducted in 2006 on the parcel. Additional Phase I and Phase II ESA and a BEA were conducted in November 2012, October 2010 and November 2012, respectively, on behalf of the current owner of this parcel. Soil and groundwater borings conducted inside and outside the building as part of the 2012 ESAs identified the presence of the following compounds:
 - Arsenic in soils at levels exceeding the State of Michigan Drinking Water Protection (“DWP”) and Groundwater-Surface Water Interface protection (“GSIP”) criteria.

- Benzo(a)pyrene in soils at levels exceeding the State of Michigan Direct Contact (“DC”) criterion.
 - Flouranthene and Phenanthrene in soils at levels exceeding the State of Michigan GSIP criteria.
 - No groundwater impacts were identified in the 2014 samples.
- PARCEL 2, 3 and 4. A Phase I ESA, two Phase II ESAs and a BEA were conducted in March 2014, May 2014, July 2014 and December 2014, respectively, on behalf of the current owner of these parcels. Surface and subsurface soil samples obtained outside and inside the building as part of the 2014 ESAs identified the presence of the following compounds:
 - Heavy Metals (Arsenic, Barium, Cadmium, Chromium, Copper, Lead, Mercury, Selenium, Silver and Zinc) at levels exceeding at least one of the following State of Michigan cleanup criteria: DWP, GSIP and/or DC.
 - Benzo(a)pyrene and Benzo(b)fluoranthene at levels exceeding the State of Michigan DC criteria.
 - Flouranthene and Phenanthrene at levels exceeding the GSIP criteria.
- PARCEL 5. A Phase II ESA was conducted in January 2013 on several City-owned parcels including this Parcel. Soil samples obtained from this site did not identify compounds of concern at concentrations exceeding applicable State of Michigan cleanup criteria.
- PARCEL 6. A Phase I ESA was performed in March 2013. While several Recognized Environmental Conditions (“REC”) were identified by this assessment, no sampling of soils or groundwater has been undertaken to date. Phase II ESAs will be performed in the future prior to proceeding with the further redevelopment of this site.
- Parcels 1, 2, 3 and 4 are subject to Due Care obligations under Michigan law. A Due Care Plan will be prepared prior to initiation of site improvement activities on the Property.
- The “facility” status of the Parcels 1, 2, 3 and 4 has been determined in the BEAs previously submitted to the MDEQ.

1.5 Summary of Functionally Obsolete, Blighted and/or Historic Conditions.

The building located on Parcel 1 (former River Parc Place) has been declared “blighted” by the City of Manistee Building Inspector. The City’s Blight Elimination demand letter is provided as Attachment C. While this building is located within the City’s Historic District, it is considered a “contributing” structure. Therefore, façade improvements require Historic District Commission

approvals; such approvals have been granted. The building also qualifies as “functionally obsolete”, however a formal determination has not been obtained.

The building located on Parcel 2 (former North Channel Outlet) is located within the City’s Historic District (Figure 5). A declaration of blight by the City’s blight official for this building will be obtained at a future date.

1.6 Proposed Redevelopment and Future Use

The proposed redevelopment project presents the City of Manistee, its Main Street-DDA and the State of Michigan with a unique opportunity to transform the portion of the Downtown where the Property is located into a vibrant and economically robust community, while simultaneously remediating the Downtown’s most blighted area.

The project consists of asbestos, lead-based paint, mold and animal waste abatement, interior and exterior demolition of obsolete building elements and structures, remediation of soils to applicable State cleanup criteria, Due Care maintenance and monitoring activities where applicable, site preparation activities, and public infrastructure improvements.

The proposed economic development project will consist of the following elements that will be constructed in two major phases, as follows:

- Phase I of the overall project involves the redevelopment of the former River Parc Place building on Parcel 1 into a complex of 18 residential condominium units and two to four commercial spaces, boat docks, surface parking and garages, public infrastructure (utilities) improvements, greenspace and a Riverwalk. The redevelopment of this building involves approximately 22,000 square feet, in almost two acres of land on the Manistee River Channel.
- Phase 2 of the project includes the historic rehabilitation and redevelopment of over 21,000 square feet of the former North Channel Outlet building into a first floor commercial space and 14 affordable and market-rate residential rental units, including site improvements, new parking, greenspace, street improvements and streetscape, and public utilities extensions.
- The future phases of the project include the improvements to the Veterans Memorial Park (Parcel 6) to accommodate increases in the capacity and amenities of the Farmers Market, and the ability to house additional public events. The project also foresees the potential development of Parcel 5 into residential and/or commercial building(s) as part of a future phase.
- The project will create at least 20 permanent jobs (FTEs) in the commercial sections of the two buildings, and will involve private investment of at least \$6,970,000 for

construction/rehabilitation. Personal property investment associated with the commercial component of the project is estimated in \$700,000 to \$1,200,000. The anticipated cost of the public infrastructure improvements will be additional \$2,580,000.

- The redevelopment of the two buildings and the vacant parcels will positively impact the entire Downtown area by removing a stain of blight and improving the quality of life for local residents, and enhancing the image of the City as a tourism destination location. The increase in retail and residential options will further spur relocation and reinvestment into the Downtown.

1.7 Information Required by Section 15(15) of the Statute

1.7.1 Sufficiency of Individual Activities to Complete Eligible Activities

It is anticipated that the proposed eligible activities are sufficient to prepare the Property for redevelopment, as follows:

- Abatement. The Asbestos Containing Materials (ACM) abatement will result in the removal of ACM present at the North Channel Outlet Building as floor tile and mastic and window caulking. The ACM will be abated prior to reconstruction. The Lead Based Paint (LBP) abatement activities, once completed, will alleviate the further chipping of LBP from interior and exterior surfaces, primarily walls and wooden building components, and deposition onto the soils surrounding the buildings, resulting in contamination of the soils with Lead and other heavy metals.
- Demolition. Interior demolition of walls and other structural elements in buildings on Parcels 1 and 2 will be required to remove obsolete structures to allow the creation of functional residential and commercial spaces, and replacement of unsound structural building components. Exterior demolition of structures on Parcels 2 and 3 will be necessary to remove old foundations and walls that pose safety hazards.
- Infrastructure Improvements. The proposed public infrastructure improvements will be publicly owned, maintained and operated. The proposed infrastructure improvements at and around the Property (sanitary and storm-water facilities, water main, street stabilization, street improvements and streetscaping, sidewalks, etc.), will be sufficient to accommodate the substantially higher number of residents, business workers, shoppers and visitors to the Property once it is fully redeveloped.
- Site Preparation. The proposed site preparation activities, such as land surface grading and balancing, south-west slope stabilization and river's edge stabilization will be sufficient to prepare the south portions of the Property where they will be implemented, for construction of docking facilities, installation of sanitary sewer replacement, parking areas, driveways and access roads, as well as to stabilize the Manistee River Channel shoreline and steep slopes.

1.7.2 Necessity of Individual Activities to Complete Eligible Activities

The proposed eligible activities are necessary to prepare the Property for redevelopment, as follows:

- Abatement. The ACM and LBP abatement are required to prepare surfaces at the North Channel Outlet building for interior demolition and refinishing without health and safety threats to the workers and the future users of the residential and commercial spaces. Abatement is also required to stop and prevent the ongoing deposition of hazardous substances (asbestos and lead) from the buildings onto the soils surrounding the buildings, and to prevent further contamination of the soils from these substances.
- Demolition. Interior demolition of walls and other building components is a major required redevelopment activity in this project to allow the conversion of former industrial and obsolete residential spaces to new functional residential and commercial spaces. Interior demolition is a critical, and expensive, necessary component of the redevelopment of the buildings on the Property.
- Infrastructure Improvements. Public infrastructure improvements (sanitary pumping station, sanitary sewer, water main, etc.) are required to replace and enhance the public infrastructure that served the Property starting in the 1890s and 1900s. These improvements along with the street improvements, streetscapes and parking lots are needed to serve the increased demand for services by the new residents, business workers, shoppers and visitors to the project.
- Site Preparation. The proposed site preparation activities are required to structurally support the heavily damaged North Channel Outlet building, to prevent further erosion of the steep site slopes into the Manistee River, and to prepare uneven land surfaces around the buildings by grading and balancing to construct sidewalks, public parking spaces and entrances to the Property. Site preparation activities are also required for the stabilization of sections of the Short Street adjacent to the Property.

1.7.3 Reasonableness of Costs

Estimates for the eligible activities provided in this Work Plan are based on bids for some of the work from several contractors and suppliers, and the experience of the Developer's and the City's consultants and engineers with similar projects in the Manistee area and throughout Michigan. The proposed costs also represent market rates provided by numerous contractors and suppliers. While the proposed costs appear reasonable, actual construction costs will be obtained by public procurement of the required services and material.

1.7.4 Benefit to the Public

The redevelopment of this Property is a major component of the overall redevelopment of the Downtown area, whose public benefits to the City and County include:

- Promotion of the reuse of vacant and environmentally distressed properties.
- Rehabilitation and reuse of a historically significant building and preservation of its

historic architectural elements.

- Remediation of contamination and abatement of significant quantities of hazardous substances, thus enhancing the public health.
- Opportunities for new business to move to Manistee, and for local entrepreneurs to expand their businesses and secure affordable housing close to home.
- Creation of permanent jobs, new investment and increased economic activity.
- Substantial enhancement of the tax base for the City of Manistee and Manistee County after the TIF capture is completed.
- Creation of a walkable neighborhood with a strong sense of community where people can live, work, and play.
- The addition of the 18 owner-occupied units at the former River Parc Place building will increase the stability of the neighborhood as well as increase the options available to individuals wishing to relocate to the Downtown.

1.7.5 Reuse of Vacant Buildings

Two large vacant, blighted and functionally obsolete buildings at the center of the Downtown will be rehabilitated in accordance with the requirements of the State Historic Preservation Office (SHPO) and the City's Historic District Commission. Renderings of the two buildings following rehabilitation are shown on Figures 3-A and 3-B.

1.7.6 Jobs Created

As stated previously, the project will create at least 20 permanent jobs (FTE) in the commercial sections of the two buildings. It is anticipated that the redevelopment of the Property will trigger significant economic benefit, impacting the Downtown, the City, and surrounding County.

1.7.7 Unemployment

According to the Michigan Department of Labor and Economic Growth, the Manistee County unemployment rate for January 2015 was 8.5%.

1.7.8 Contamination Alleviation

During the operation of the former Manistee Manufacturing Company for almost 90 years, various fabricating, varnishing, painting, equipment repair and maintenance and related activities involved the use and storage of numerous hazardous materials (paints, lacquers, varnishes, asbestos, lead paint, etc.) whose intentional and/or accidental discharges impacted the soils at the Property and the wood floors in one of the buildings. Additionally, coal and oil that were the original sources of fuel appear to have further impacted the site soils. Finally, several fires at the Property have resulted in the discharge of hazardous materials onto the soils. While some of the hazardous substances used in the operations have been removed from the interior of the building, quantities of ACM, LBP residue, mold and animal waste remain at several locations throughout

the Property.

Several surface, subsurface soil and groundwater, and baseline assessments have been performed at the Property on behalf of former and current property owners. Analytical data indicate that soil contamination is present at various locations as a result of the former operations of the Manistee Manufacturing Company. Contamination consists mainly of heavy metals and polynuclear aromatic hydrocarbons in soils.

The Property will be prepared to make it suitable for development, including preparation and implementation of Due Care Plans and measures to prevent exposure to materials that are hazardous to human health, safety and the environment.

1.7.9 Private Sector Contribution

The following financial commitments have been made, and will continue being made to project activities:

- Private Developer Equity. At least \$800,000 in project expenses represents private equity. Private equity will continue being a major component of the financing of planned and future activities at the Property.
- Bank Financing. While bank financing has been difficult to secure, financing commitments by local financial institutions for residential and certain commercial construction at the Property continue to be strong. Approximately 70% of financing needs for the redevelopment (\$4,500,000) will be through bank construction loans.
- Residential pre-sale proceeds are expected to be 10% to 20% of the funds secured for rehabilitation of the buildings.

In total, approximately \$6,000,000 of the financing required for the redevelopment of the buildings in Parcels 1 and 2 will be from private sources.

The City plans to utilize revenues from user fees, Brownfield TIF capture and general funds for the public infrastructure improvements.

1.7.10 Greenfield Site Comparison

An alternative Greenfield site was not considered for this development. The proposed project is well-suited to this location and would provide the most benefit to the City and Developer by redeveloping this Property.

1.7.11 Creation of Brownfield

No new Brownfield will be created elsewhere as a result of this proposed project. All uses will be new. There will not be relocation of businesses from another location.

1.7.12 Financial Statements

A preliminary proforma for the redevelopment of the former River Parc Place building has been previously provided to MSF as part of the Blight Elimination grant application for the River Parc building. The Developer will continue employing the same business model in redeveloping the rest of the Property.

1.7.13 State and Local Incentives

The Property is included in the approved Brownfield Plan (Attachment A). The capture of school taxes by the CMBRA for reimbursement of eligible activities is essential to reimburse the City and the Developer for financing and undertaking the eligible activities. The eligible activities which will be performed by the Developer and the City at the Property and in the vicinity of the Property are estimated to total \$3,147,450 plus the CMBRA's Administrative Costs (Local capture only).

The City has submitted an application to the MSF for a \$670,684 Blight Elimination grant to assist with the removal of the blight from the former River Parc Place building. Award of this grant is currently pending. The City intends to apply for a similar grant to address the blight at the former North Channel Outlet building; the amount of this grant will be determined upon receipt of a blight elimination demand letter from the blight official and obtain costs from contractors.

The City has committed a partial real property tax abatement under the Obsolete Property Rehabilitation Act ("OPRA") program to assist the Developer with securing a key tenant for the North Channel Outlet building once it is rehabilitated, and to assist the implementation of the proposed affordable housing component of the building.

1.7.14 Additional Information

The proposed project is consistent with the City's and the Main Street-DDA's vision for the South Washington Street Area as expressed in the "Manistee North Corridor Placemaking Project" plan prepared by Beckett & Raeder in September 2012. The South Washington Area redevelopment project will be the first, and key phase of the implementation of this plan.

2.0 SCOPE OF WORK

The Scope and the costs presented below are for eligible activities that will be implemented by the City and Developer based on the terms of a Development and Reimbursement Agreement among the CMBRA, City and Developer. Major cost items included in this Work Plan will be awarded through a competitive process, and documentation of that process will be available to the CMBRA. Estimates for the Developer's activities provided in this Work Plan were generated by, and based on the experience of the Developer and the Developer's consultants and engineers with similar projects. Cost estimates for the City's activities were generated by City staff and/or the City's Engineer of Record.

2.1 Department of Environmental Quality Eligible Activities

The Scope includes the development of building-specific Due Care plans; the design and implementation of engineering controls and/or other measures based on the Due Care plans; and placement of deed and land use restrictions. The Developer will be responsible for undertaking the environmental activities described in this Section for Parcels 1, 2, 3 and 4. The City will be responsible for ensuring compliance with Due Care Plan requirements when implementing Public Infrastructure Improvements on portions of Parcels 1, 2, 3 and 4 where public easements will be provided by the Developer.

2.1.1. Site Assessments, BEAs and Related Activities

Phase I ESAs, Phase II ESAs and BEAs have been completed for Parcels 1, 2, 3, 4 and 5; no BEA was required for Parcel 5. No further assessments are anticipated on Parcels 5 and 6 at this time. The BRA Plan and this Work Plan may be amended at a future date if site conditions encountered at Parcel 6 require such amendment.

2.1.2. Due Care Activities

The following activities related to the Developer's Due Care obligations are planned at this time:

- **Supplemental Due Care Assessments** – A Limited Supplemental Soil Assessment may be performed at Parcels 1, 2, 3 and 4 to define in more detail the extent of contamination previously documented at selected locations as needed for the implementation of engineering controls and installation of public and private utilities. While the scope of these assessments cannot be anticipated at this time, it may consist of collection and analysis of limited number of surface and subsurface soil samples and analysis for compounds of concern, and preparation of a site-specific report. For budgeting purposes it is estimated that up to two such assessments will be required involving the collection of up to 20 samples and analysis for selected metals. **Cost Estimate = \$5,000.**
- **Surveys:** Topographic survey will be performed for the preparation of the Due Care Plan

described below. The survey will be also required for the design of the anticipated engineering controls to be described in the Due Care Plan. **Cost Estimate = \$2,000.**

- **Due Care Plan:** A plan will be prepared to describe the required engineering controls and use restrictions for Parcels 1, 2, 3 and 4. **Cost Estimate = \$3,000.**
- **Contaminated Soil Capping - Interior:** Contaminated soils (exceeding Direct Contact criteria) located at the basement of the River Parc building (up to 3,500 sf) and at the crawl space of the North Channel building (up to 8,000 sf) remain exposed. Soils will be capped to eliminate contact by construction workers, building tenants, owners and customers. The cost provided here includes material, labor, engineering/field oversight, and reporting. **Cost Estimate = \$50,000.**
- **Contaminated Soil Capping/Removal - Exterior:** Contaminated soils at several locations at Parcels 1, 2, 3 and 4 exceed the Direct Contact and/or the GSIP criteria. The locations and proposed engineering controls proposed to address contamination by heavy metals and PNAs are summarized as follows:
 - Open area between the River Parc and North Channel buildings (7,200 sf). These soils will be capped with impervious material. **Cost Estimate = \$20,000.**
 - Open area west and northwest of the North Channel building (12,800 sf). These soils and associated coal, ash and debris will be capped with pervious and impervious material depending on the location-specific exceedances of the DC or GSIP criteria. Some soils and waste may be removed depending on the locations of utility trenches and other site work requirements. **Cost Estimate = \$25,000.**
 - Open area north of the North Channel building (3,500 sf). These soils and associated coal and ash will be capped with pervious and impervious material depending on the exceedances of the DC or GSIP criteria. Some soils may be removed depending on the locations of utility trenches and other site work. **Cost Estimate = \$20,000.**
- **Contaminated Wood Floors:** Contaminated wood flooring is present on the third floor of the North Channel building (850 sf). The wood flooring, and any supporting beams if needed, will be removed and replaced. **Cost Estimate: \$10,000.**

2.1.3 Additional Response Activities

Not applicable.

2.1.4 Environmental Insurance

Not applicable.

2.1.5 Interest

Due to the substantial financial burden on the Developer to undertake the eligible environmental activities, this item involves the financing cost of undertaking the eligible activities until reimbursement through TIF is completed. Interest will be calculated at the rate of 5%.

2.1.6 Brownfield Plan and Work Plan

This task includes the preparation of the environmental components of the Brownfield Plan and this Work Plan and associated documentation by the Developer on behalf of the CMBRA. **Cost Estimate: \$10,000.**

2.1.7 Contingency

Due to the unpredictability of the site environmental conditions, a contingency of 15% on the environmental costs is included in the project budget. **Cost Estimate: \$21,750**

2.2 Michigan Strategic Fund Eligible Activities

MSF eligible activities will be undertaken by the Developer and by the City as indicated in the description of each eligible activity below. The Public Infrastructure Improvements that will be undertaken by the Developer and City are shown on Figure 4. The infrastructure improvements proposed will be publicly owned, maintained and operated, will support the project and will serve the public.

2.2.1 Public Infrastructure Improvements

The following public infrastructure improvements are needed to serve the increased user density that will result from the development. The approximate locations of the Public infrastructure improvements are shown on Figure 4 and are identified as follows:

- Construction of sidewalks and associated curbs and curb cuts along the entire length of the north (Fifth Avenue) and east (Washington Street) sides of Parcels 1, 2, 3 and 4; approximately 500 linear feet. This activity will be undertaken by the City. **Cost Estimate: \$100,000.**
- Streetscape along the east side of Parcels 1, 2, 3 and 4 (Washington Street) from the Maple Street bridge to the intersection of Washington Street and Fifth Avenue; approximately 350 linear feet. While the scope of this activity will be determined following completion of the North Channel building redevelopment and will depend on tax revenue availability, it is anticipated that it will include street repaving, tree planting, pedestrian-friendly crosswalks, flower planters, and lighting enhancements (LED). This activity will be undertaken by the City. **Cost Estimate: \$150,000.**

- Installation of water main from the east side of, and under Washington Street onto the Property to serve the development and to provide future “looping” capability with the water main located west of the property; needed for increased pressure for fire suppression. This activity will be undertaken by the City. The water main will be installed partially on the Property within an easement provided to the City by the Developer. This activity includes cutting and repaving Washington Street, water main installation, taps/valves, piping, and associated engineering services. **Cost Estimate: \$47,600.**
- Installation of sanitary sewer forcemain along the south edge of the Property adjacent to the north shore of Manistee River Channel; approximately 515 linear feet. The sewer is currently “hanging” at the surface of the river, and often under water, making it vulnerable to damage by ocean-going freighters using the river, and associated sewage discharge into the surface waters. The sewer is also required to accommodate the increased flow rate resulting from the new development. This activity will be undertaken by the City. The sewer main will be installed partially at the Property within an easement provided to the City by the Developer. This item includes installation of 15,000 sf of sheet piling, four manholes, excavation and fill, rip-rap, slope restoration, sewer bypass and engineering services. **Cost Estimate: \$810,000.**
- Upgrades to the sanitary pump station located west of the property to support the increased flows that will result from the sewer replacement and the increased flow volumes from the development. This activity will be undertaken by the City concurrently with the replacement of the sewer main. This activity includes, but it is not limited to pump station electrical/mechanical equipment, installations, sheet piling, excavations, connections, erosion control, retaining walls, and engineering. **Cost Estimate: \$385,000.**
- Construction of the first phase of a river-walk along the south edge of the Property on the Manistee River Channel (Parcels 1 and 3); approximately 250 linear feet. This structure will provide connectivity between the new development and the Downtown, and enhance the walkability of the project. This activity includes grading, concrete placement (4,100 sf), railing, lighting, benches, landscaping, slope restoration, and engineering services. This activity will be undertaken by the City following the replacement of the sewer forcemain. The river-walk will be installed on the Property within an easement provided to the City by the Developer. **Cost Estimate: \$114,300.**
- Resurfacing of Memorial Drive along the north edge of Parcel 6, to provide connectivity between US-31 to the east and the development. This project will be undertaken by the

City following completion of all other public infrastructure improvements and availability of adequate tax increments generated from the redevelopment. **Cost Estimate: \$480,000.**

- Installation of a retaining structure between the west edge of the Property and Short Street located immediately west of, and encroaching onto the Property: approximately 3,600 sf. The two segments of this structure will be undertaken by the City and Developer. The retaining structure is required to stabilize the east and southeast banks of Short Street and the south slope of the hill west of the Property that are currently eroding and cause soils to spill onto the Property and into the Manistee River Channel due to the steep slope gradient. The stabilization of the Short Street slope will allow the stabilization of the northwest corner of the River Parc building, and the construction of parking areas along the west edges of Parcels 2 and 3. While an initial cost estimate for this eligible activity has been generated and is shown here, the final cost is expected to be revised substantially, therefore it would require a reallocation of available tax increments between eligible non-environmental activity categories. **Cost Estimate: \$150,000.**

2.2.2 Demolitions

Due to the functionally obsolete nature of both buildings and other structures on the Property, demolition and/or removal of existing interior and exterior structures and building segments will be required to transform the buildings into usable commercial and residential spaces, as described below:

Building Demolition: Both buildings require interior and/or exterior demolition. Based on similar work in other historical buildings in the City's Downtown, the range of demolition/removal cost is \$10.00 to \$15.00 per square foot depending on the nature of each specific structural element. The exterior demolition involves remnants of former industrial structures adjacent to the North Channel building, as well as the unstable north "shared" wall of this building. Interior demolition in both buildings involve removal of unstable interior and exterior walls, roof components, floors, staircases, doors and windows, and other structures prior to rehabilitating, rebuilding and/or replacing them. Several interior structures damaged by fires (North Channel building) and water/ice (both buildings) will also require demolition. **Cost Estimate: \$30,000.**

Site Demolition: This item includes removal of inactive aerial and underground utilities, obsolete pavements, sidewalks and concrete foundations of former historic structures. Structural inspections and engineering are included in the cost provided herein. **Cost Estimate: \$20,000.**

2.2.3 Lead Abatement

Based on the Hazardous Materials Survey performed at the North Channel building in March 2014 by the CMBRA, most interior, and some exterior surfaces contain Lead Based Paint (“LBP”) that will require abatement prior to rehabilitating the proposed commercial and residential sections of the building. At least 2,500 square feet of surfaces will require abatement, at the budget unit rate of \$12 to \$15/sf, including engineering services. **Cost Estimate: \$35,000.**

2.2.4 Asbestos Abatement

Also based on the Hazardous Materials Survey performed at the North Channel building in March 2014 by the CMBRA, Asbestos Containing Materials (“ACM”) are present throughout the building in the form of floor tile and mastic and window caulking, as well as light ballasts, electric switches potentially containing hazardous oils, and animal droppings. These materials will be abated concurrently with the ACM abatement prior to redevelopment. **Cost Estimate: \$40,000.**

2.2.5 Site Preparation

The following site preparation activities are required to prepare the North Channel building and exterior portions of the Property for redevelopment:

- **Site grading and balancing.** This activity is required on Parcels 1, 2, 3 and 4 to allow construction of access drives, surface parking, and for storm water control and re-direction. The areas where grading and balancing will be required include the west portion of Parcel 1, the west portion of Parcel 2 and most of Parcels 3 and 4. **Cost Estimate: \$15,000.**
- **Debris and fill material management.** Historic debris piles at the southwest portion of Parcel 2 will require removal to allow the construction of access drives. **Cost Estimate: \$5,000.**
- **Structural improvements.** Based on the Structural Survey conducted on behalf on the CMBRA in March 2014, the North Channel building will require major structural reinforcement of wooden supporting columns at the central section of the building due to partial collapse associated with the historic fire. Additionally, the entire north wall of the building is unstable due to the demolition of the buildings north of the North Channel building in the 1980s; the buildings shared that wall. This wall will require partial rebuilding and reinforcement. **Cost Estimate: \$200,000 (including engineering services).**

2.2.6 Interest

Due to the substantial financial burden on the City and the Developer to undertake the eligible non-environmental activities, this item involves the financing cost of undertaking the eligible non-environmental activities until reimbursement through TIF is completed. Interest will be calculated at the rate of 5%.

2.2.7 Assistance to a Land Bank

Not applicable.

2.2.8 Relocation of Public Buildings

Not applicable.

2.2.9 Brownfield Plan and Act 381 Work Plan

This task includes the preparation of the non-environmental components of the Brownfield Plan and this Act 381 Work Plan and associated documentation on behalf of the CMBRA. **Cost Estimate: \$10,000**

3.0 SCHEDULE AND COSTS

3.1 Schedule of Activities

<u>Development Activity</u>	<u>Projected Start/End Date</u>
Act 381 Work Plan approvals	March 2016
Due Care Plans and Measures	April 2016 to April 2017
Abatement	April 2016 (RPP) and June 2016 NCO)
Demolition	April 2016 (RPP) and August 2016 NCO)
Public Infrastructure Improvements	April 2016 to 2020
Redevelopment Construction (River Parc)	April 2016 to July 2016
Building Rehabilitation (North Channel)	September 2016 to June 2017

3.2 Estimated Costs

The MDEQ and MSF eligible costs are shown on attached Table 1. The detailed costs for each eligible activity are also provided following the description of each activity in Sections 2.1 and 2.2 of this Work Plan, above. A more detailed listing of all eligible costs as well as the ratio of Local and State tax capture for each eligible activity cost is included in Attachment A of the approved BRA Plan.

FIGURES

Figure 1

**Property Location and Tax Parcels
(aerial photograph)**

KEY

- | | |
|--------------------------------|-----------------------|
| 1. River Parc Place II LLC | Parcel #51-211-100-05 |
| 2. North Channel Investors LLC | Parcel #51-211-100-02 |
| 3. Former Groves Property | Parcel #51-211-100-03 |
| 4. Former Groves Property | Parcel #51-211-100-01 |
| 5. City of Manistee | Parcel #51-211-105-01 |
| 6. City of Manistee | Parcel #51-101-350-01 |

South Washington Area

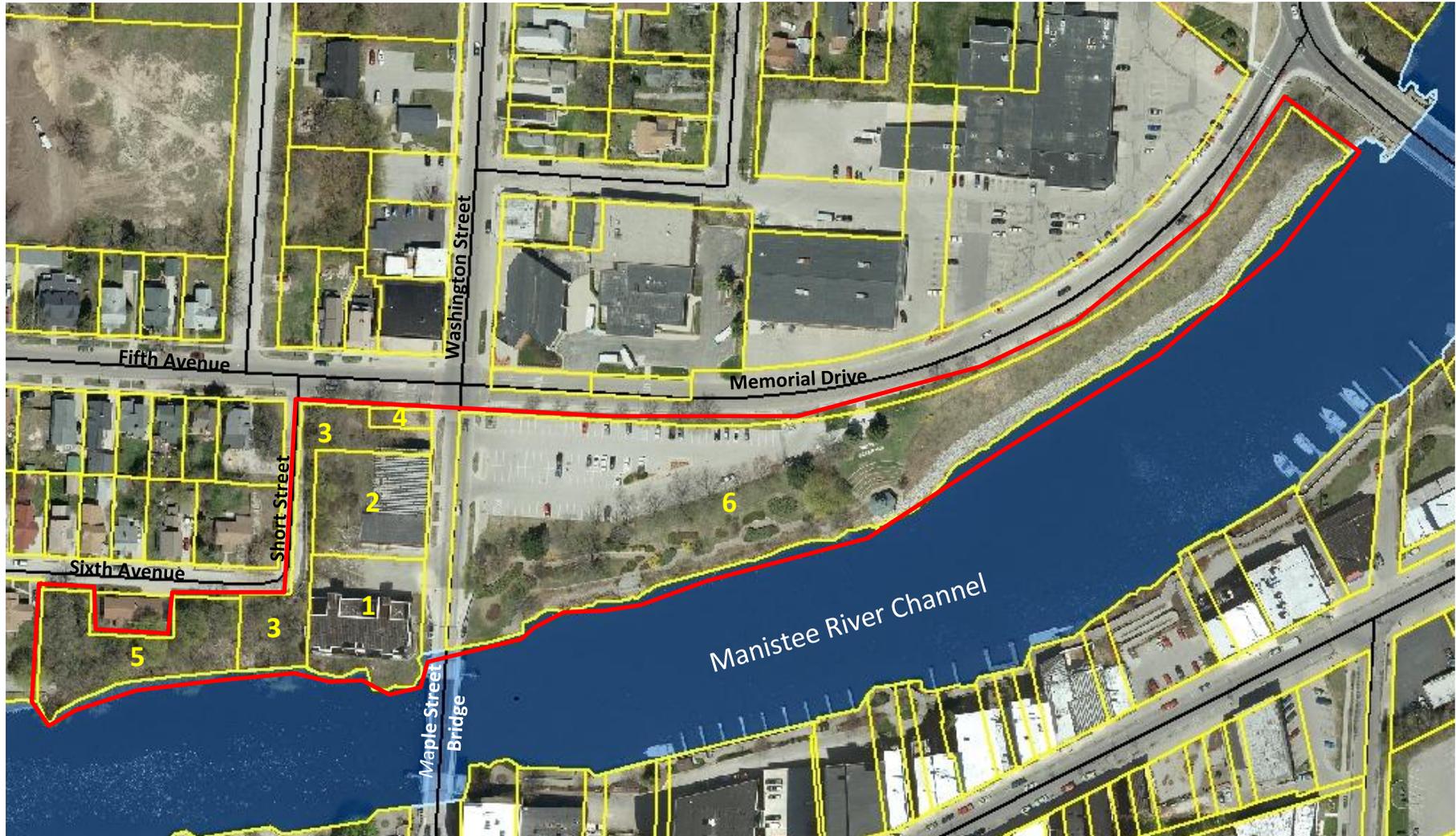


Figure 2-A

Site Photographs

North Channel Outlet Site – Building Exterior Views



East Building Side



North Building Side



West Building Side



South Building Side

Figure 2-B

Site Photographs

FORMER RIVER PARC PLACE BUILDING VIEWS



North Side



South Side



NW Building Corner and Short Street Slope



SE Building Corner - Blight

Figure 3-A

Renderings – River Parc Place Building

EXHIBIT 3 – RIVER PARC PLACE REDEVELOPMENT



Figure 3-B

Renderings – North Channel Outlet Building

Figure 4

Public Infrastructure Improvements Map

Key - Owner/Parcel #

- | | |
|--------------------------------|---------------|
| 1. River Parc Place II LLC | 51-211-100-05 |
| 2. North Channel Investors LLC | 51-211-100-02 |
| 3. Vacant Property | 51-211-100-03 |
| 4. Vacant Property | 51-211-100-01 |
| 5. City of Manistee | 51-211-105-01 |
| 6. City of Manistee | 51-101-350-01 |

Key – Project Area/Public Infrastructure

- | | |
|--|-------------------|
| South Washington Area | ----- (Red) |
| Sanitary Sewer/Pump Station | ----- (Purple) |
| Water Service | ----- (Blue) |
| Street Scape | ----- (Brown) |
| Sidewalks/Curbs | ----- (Green) |
| Short Street Retaining Structure | ----- (Orange) |
| Memorial Drive Repaving/Reconstruction | ----- (Dark Grey) |

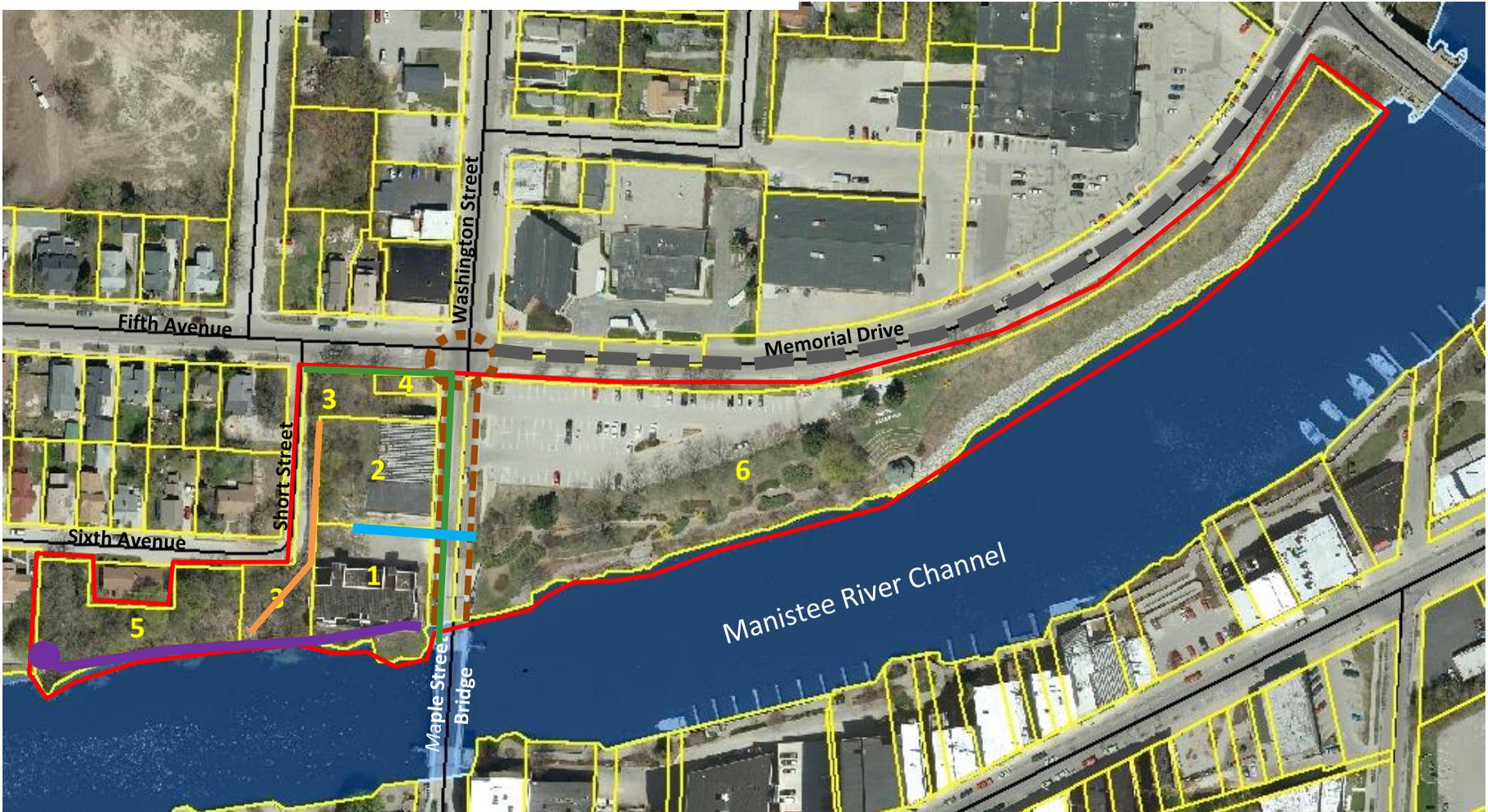


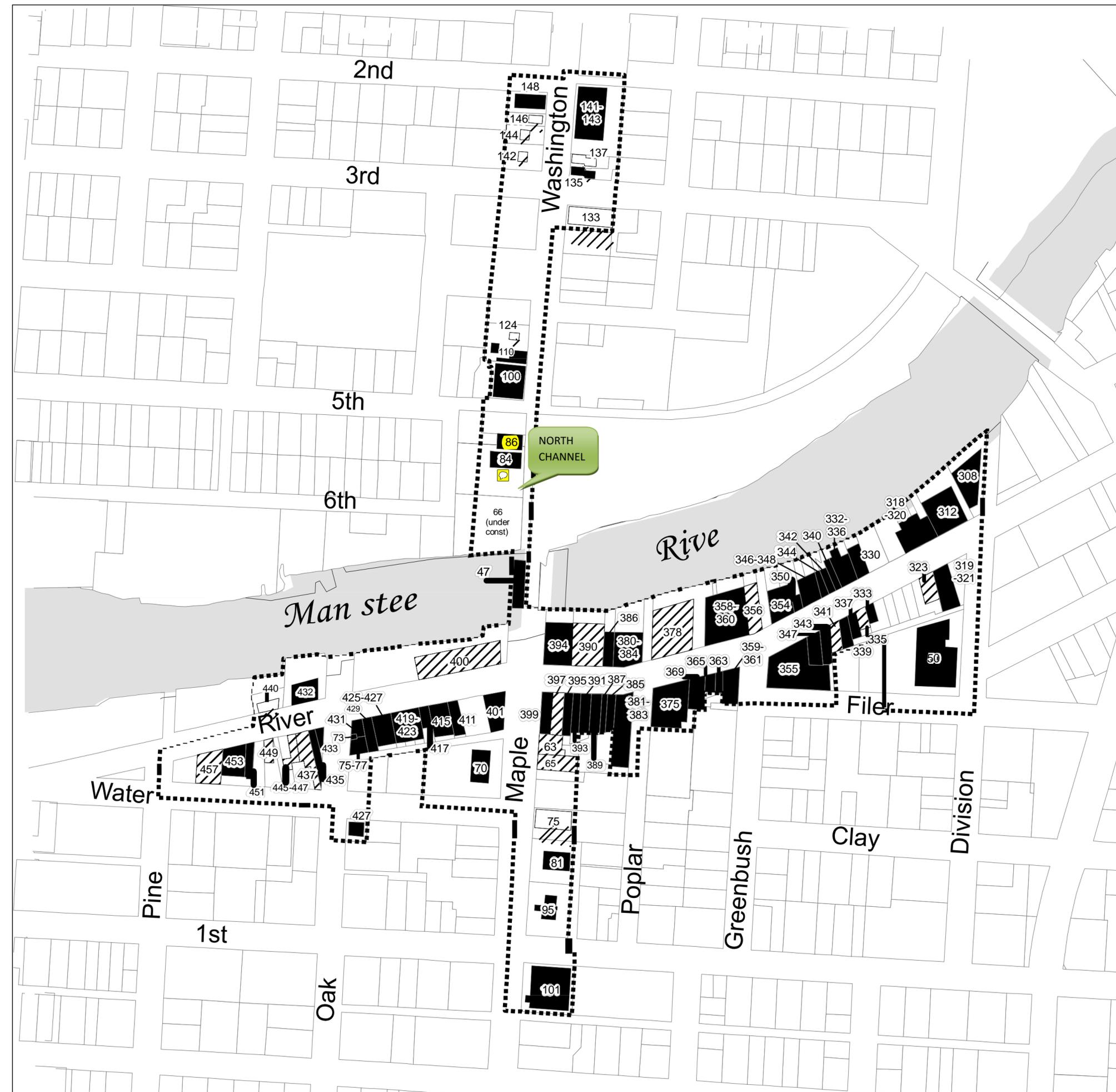
Figure 5

**Historic District Map
(North Channel Outlet Building)**

Manistee Commercial Historic District

Legend

- Open Water
- Parcels
- Local Historic District Boundary
- Historic Buildings**
 - Contributing
 - Non-contributing



TABLES

Table 1

Summary of Costs for Eligible Activities

Table 1

Summary of Costs for Eligible Activities

<u>MSF Eligible Activities</u>	<u>MSF Request</u>
Demolition	\$ 30,000
Lead and/or Asbestos Abatement	\$ 75,000
Infrastructure Improvements	\$ 2,236,900
Site Preparation	\$ 240,000
<i>Sub-Total</i>	<i>\$ 2,581,900</i>
Contingency (indicate %)*	\$ 388,785
<i>Sub-Total</i>	<i>\$ 2,970,685</i>
Interest**	5%
Brownfield/Work Plan Preparation***	\$ 10,000
MSF TOTAL	\$ 2,980,685
<u>DEQ Eligible Activities</u>	<u>DEQ Request</u>
Baseline Environmental Assessment	\$ 0
Due Care Activities	\$ 145,000
Additional Response Activities	\$ 0
Environmental Insurance	\$ 0
<i>Sub-Total</i>	<i>\$ 135,000</i>
Contingency (indicate %)*	\$ 21,750
<i>Sub-Total</i>	<i>\$ 156,750</i>
Brownfield/Work Plan Preparation***	\$ 10,000
DEQ TOTAL	\$ 166,750
GRAND TOTAL OF ELIGIBLE ACTIVITIES (MSF + DEQ)	\$ 3,147,435

*The DEQ and MEDC allow up to a 15% contingency.

**Upon request, the MSF Board will consider interest in accordance with the current MEDC Brownfield Program Guidelines.

***The DEQ and MEDC allow an agency-combined total of up to \$20,000 for preparation of Brownfield Plans and/or Act 381 Work Plans. This should be appropriately split between the agencies.

Table 2

Tax Capture/ Reimbursement Schedule

**SOUTH WASHINGTON AREA BROWNFIELD REDEVELOPMENT PROJECT
ATTACHMENT B-1a**

RIVER PARC PLACE - PARCEL 1 - REAL ESTATE

Projected Taxable Value (Real Estate) \$ 210,000
 Current Taxable Value: (Real Estate) \$ 29,900 2014
 Incremental Taxable Value: \$ 167,100 Increase 1.5% annually after 2016

Millage Category	Millage Rate	Captured Millage	Year															
			2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
Capturable Taxable Value		\$	-	\$ 167,100	\$ 169,607	\$ 172,151	\$ 174,733	\$ 177,354	\$ 180,014	\$ 182,714	\$ 185,455	\$ 188,237	\$ 191,060	\$ 193,926	\$ 196,835	\$ 199,788	\$ 202,785	
School Operating	18.0000	\$	108,277	\$ 3,008	\$ 3,053	\$ 3,199	\$ 3,145	\$ 3,192	\$ 3,240	\$ 3,289	\$ 3,338	\$ 3,388	\$ 3,439	\$ 3,491	\$ 3,543	\$ 3,596	\$ 3,650	
State Education Tax	6.0000	\$	36,692	\$ 1,003	\$ 1,018	\$ 1,033	\$ 1,048	\$ 1,064	\$ 1,080	\$ 1,096	\$ 1,113	\$ 1,129	\$ 1,146	\$ 1,164	\$ 1,181	\$ 1,199	\$ 1,217	
School Debt Service	2.8000	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
West Shore CC Voted	3.9907	\$	18,592	\$ 516	\$ 524	\$ 532	\$ 540	\$ 548	\$ 556	\$ 565	\$ 573	\$ 582	\$ 591	\$ 599	\$ 608	\$ 617	\$ 627	
Manitowish ISD	2.3000	\$	13,835	\$ 384	\$ 390	\$ 396	\$ 402	\$ 408	\$ 414	\$ 420	\$ 427	\$ 433	\$ 439	\$ 446	\$ 453	\$ 460	\$ 466	
City Operating	17.7612	\$	106,840	\$ 2,968	\$ 3,012	\$ 3,058	\$ 3,103	\$ 3,150	\$ 3,197	\$ 3,245	\$ 3,294	\$ 3,343	\$ 3,393	\$ 3,444	\$ 3,496	\$ 3,548	\$ 3,602	
County Operating	5.5000	\$	33,085	\$ 919	\$ 933	\$ 947	\$ 961	\$ 975	\$ 990	\$ 1,005	\$ 1,020	\$ 1,035	\$ 1,051	\$ 1,067	\$ 1,083	\$ 1,099	\$ 1,115	
911 Voted	0.8000	\$	4,812	\$ 134	\$ 136	\$ 138	\$ 140	\$ 142	\$ 144	\$ 146	\$ 148	\$ 151	\$ 153	\$ 155	\$ 157	\$ 160	\$ 162	
Council on Aging Voted	0.3000	\$	1,505	\$ 50	\$ 51	\$ 52	\$ 52	\$ 53	\$ 54	\$ 55	\$ 56	\$ 56	\$ 57	\$ 58	\$ 59	\$ 60	\$ 61	
County Library Voted	1.0000	\$	6,015	\$ 167	\$ 170	\$ 172	\$ 175	\$ 177	\$ 180	\$ 183	\$ 185	\$ 188	\$ 191	\$ 194	\$ 197	\$ 200	\$ 203	
Dial A Ride Voted	0.3276	\$	1,971	\$ 55	\$ 56	\$ 56	\$ 57	\$ 58	\$ 59	\$ 60	\$ 61	\$ 62	\$ 63	\$ 64	\$ 64	\$ 65	\$ 66	
Medical Care Voted	0.5000	\$	3,008	\$ 84	\$ 85	\$ 86	\$ 87	\$ 89	\$ 90	\$ 91	\$ 93	\$ 94	\$ 96	\$ 97	\$ 98	\$ 100	\$ 101	
City Garbage	1.1500	\$	6,918	\$ 192	\$ 195	\$ 198	\$ 201	\$ 204	\$ 207	\$ 210	\$ 213	\$ 216	\$ 220	\$ 223	\$ 226	\$ 230	\$ 233	
Fire Truck & Station Bond	0.0900	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
County Jail Bond Voted	0.0000	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Incremental Tax	59.1095	\$	211,250	0	9,479	9,622	9,766	9,913	10,061	10,212	10,365	10,521	10,679	10,839	11,001	11,166	11,334	11,504
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
School Tax Captured		\$	144,369	\$ -	\$ 4,010	\$ 4,071	\$ 4,132	\$ 4,194	\$ 4,256	\$ 4,320	\$ 4,385	\$ 4,451	\$ 4,518	\$ 4,585	\$ 4,654	\$ 4,724	\$ 4,795	\$ 4,867
Non-School Tax Captured		\$	196,880	\$ -	\$ 5,469	\$ 5,551	\$ 5,634	\$ 5,719	\$ 5,805	\$ 5,892	\$ 5,980	\$ 6,070	\$ 6,161	\$ 6,253	\$ 6,347	\$ 6,442	\$ 6,539	\$ 6,637
Total Tax Captured		\$	341,250	\$0	\$9,479	\$9,622	\$9,766	\$9,913	\$10,061	\$10,212	\$10,365	\$10,521	\$10,679	\$10,839	\$11,001	\$11,166	\$11,334	\$11,504

Aggregate	Amortization of Funds														
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Capture for Eligible Costs	\$0	\$9,479	\$9,622	\$9,766	\$9,913	\$10,061	\$10,212	\$10,365	\$10,521	\$10,679	\$10,839	\$11,001	\$11,166	\$11,334	\$11,504
Capture for Revolving Funds	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cumulative Total Capture	\$0	\$9,479	\$19,101	\$28,867	\$38,780	\$48,841	\$59,053	\$69,418	\$79,939	\$90,618	\$101,456	\$112,458	\$123,624	\$134,958	\$146,462

SOUTH WASHINGTON AREA BROWNFIELD REDEVELOPMENT PROJECT
ATTACHMENT B-1a

2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
\$ 205,826	\$ 208,914	\$ 212,047	\$ 215,228	\$ 218,457	\$ 221,733	\$ 225,059	\$ 228,435	\$ 231,862	\$ 235,340	\$ 238,870	\$ 242,453	\$ 246,090	\$ 249,781	\$ 253,528
\$ 3,705	\$ 3,760	\$ 3,817	\$ 3,874	\$ 3,932	\$ 3,991	\$ 4,051	\$ 4,112	\$ 4,174	\$ 4,236	\$ 4,300	\$ 4,364	\$ 4,430	\$ 4,496	\$ 4,564
\$ 1,255	\$ 1,253	\$ 1,272	\$ 1,291	\$ 1,311	\$ 1,330	\$ 1,350	\$ 1,371	\$ 1,391	\$ 1,412	\$ 1,433	\$ 1,455	\$ 1,477	\$ 1,499	\$ 1,521
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 636	\$ 646	\$ 655	\$ 665	\$ 675	\$ 685	\$ 696	\$ 706	\$ 717	\$ 727	\$ 738	\$ 749	\$ 761	\$ 772	\$ 784
\$ 473	\$ 481	\$ 488	\$ 495	\$ 502	\$ 510	\$ 518	\$ 525	\$ 533	\$ 541	\$ 549	\$ 558	\$ 566	\$ 574	\$ 583
\$ 3,656	\$ 3,711	\$ 3,766	\$ 3,823	\$ 3,880	\$ 3,938	\$ 3,997	\$ 4,057	\$ 4,118	\$ 4,180	\$ 4,243	\$ 4,306	\$ 4,371	\$ 4,436	\$ 4,503
\$ 1,132	\$ 1,149	\$ 1,166	\$ 1,184	\$ 1,202	\$ 1,220	\$ 1,238	\$ 1,256	\$ 1,273	\$ 1,294	\$ 1,314	\$ 1,333	\$ 1,353	\$ 1,374	\$ 1,394
\$ 165	\$ 167	\$ 170	\$ 172	\$ 175	\$ 177	\$ 180	\$ 183	\$ 185	\$ 188	\$ 191	\$ 194	\$ 197	\$ 200	\$ 203
\$ 62	\$ 63	\$ 64	\$ 65	\$ 66	\$ 67	\$ 68	\$ 69	\$ 70	\$ 71	\$ 72	\$ 73	\$ 74	\$ 75	\$ 76
\$ 206	\$ 209	\$ 212	\$ 215	\$ 218	\$ 222	\$ 225	\$ 228	\$ 232	\$ 235	\$ 239	\$ 242	\$ 246	\$ 250	\$ 254
\$ 67	\$ 68	\$ 69	\$ 71	\$ 72	\$ 73	\$ 74	\$ 75	\$ 76	\$ 77	\$ 78	\$ 79	\$ 81	\$ 82	\$ 83
\$ 103	\$ 104	\$ 106	\$ 108	\$ 109	\$ 111	\$ 113	\$ 114	\$ 116	\$ 118	\$ 119	\$ 121	\$ 123	\$ 125	\$ 127
\$ 237	\$ 240	\$ 244	\$ 248	\$ 251	\$ 255	\$ 259	\$ 263	\$ 267	\$ 271	\$ 275	\$ 279	\$ 283	\$ 287	\$ 292
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
11,676	11,852	12,029	12,210	12,393	12,579	12,768	12,959	13,153	13,351	13,551	13,754	13,961	14,170	14,383

16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
\$ 4,940	\$ 5,014	\$ 5,089	\$ 5,165	\$ 5,243	\$ 5,322	\$ 5,401	\$ 5,482	\$ 5,565	\$ 5,648	\$ 5,733	\$ 5,819	\$ 5,906	\$ 5,995	\$ 6,085
\$ 6,737	\$ 6,838	\$ 6,940	\$ 7,044	\$ 7,150	\$ 7,257	\$ 7,366	\$ 7,477	\$ 7,589	\$ 7,703	\$ 7,818	\$ 7,935	\$ 8,054	\$ 8,175	\$ 8,298
511,676	511,852	512,029	512,210	512,393	512,579	512,768	512,959	513,153	513,351	513,551	513,754	513,961	514,170	514,383

511,676	511,852	512,029	512,210	512,393	512,579	512,768	512,959	513,153	513,351	513,551	513,754	513,961	514,170	514,383
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$158,138	\$169,990	\$182,019	\$194,229	\$206,622	\$219,201	\$231,968	\$244,927	\$258,081	\$271,431	\$284,982	\$298,737	\$312,697	\$326,867	\$341,250

**SOUTH WASHINGTON AREA BROWNFIELD REDEVELOPMENT PROJECT
ATTACHMENT B-1b**

RIVER PARC PLACE - PARCEL 1 - REAL PROPERTY

Projected Taxable Value (Real Property) \$ 1,190,000
 Current Taxable Value (Real Property) \$ 243,000 2014
 Incremental Taxable Value: \$ 947,000 Increase 1.5% annually after 2016

Millage Category	Millage Rate	Captured															
		Millage	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Capturable Taxable Value		\$	\$	\$ 500,000	\$ 947,000	\$ 961,205	\$ 975,623	\$ 990,257	\$ 1,005,111	\$ 1,020,185	\$ 1,035,491	\$ 1,051,023	\$ 1,066,788	\$ 1,082,790	\$ 1,099,032	\$ 1,115,518	\$ 1,132,250
School Operating	18.0000	\$ 596,771	\$	\$ 9,060	\$ 17,016	\$ 17,302	\$ 17,561	\$ 17,825	\$ 18,092	\$ 18,363	\$ 18,639	\$ 18,918	\$ 19,202	\$ 19,496	\$ 19,785	\$ 20,079	\$ 20,381
State Education Tax	6.9000	\$ 198,924	\$	\$ 3,060	\$ 5,682	\$ 5,767	\$ 5,854	\$ 5,942	\$ 6,031	\$ 6,121	\$ 6,213	\$ 6,306	\$ 6,401	\$ 6,497	\$ 6,594	\$ 6,693	\$ 6,794
School Debt Service	2.3800	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
West Shore CC Voted	3.6907	\$ 82,690	\$	\$	\$	\$	\$	\$	\$	\$	\$ 3,200	\$ 3,248	\$ 3,297	\$ 3,347	\$ 3,397	\$ 3,448	\$ 3,499
Manistee ISD	2.3000	\$ 61,536	\$	\$	\$	\$	\$	\$	\$	\$	\$ 2,382	\$ 2,417	\$ 2,454	\$ 2,490	\$ 2,528	\$ 2,566	\$ 2,604
City Operating	17.7612	\$ 475,193	\$	\$	\$	\$	\$	\$	\$	\$	\$ 18,392	\$ 18,667	\$ 18,947	\$ 19,232	\$ 19,520	\$ 19,813	\$ 20,110
County Operating	5.5000	\$ 147,150	\$	\$	\$	\$	\$	\$	\$	\$	\$ 5,695	\$ 5,781	\$ 5,867	\$ 5,955	\$ 6,045	\$ 6,135	\$ 6,227
911 Voted	0.8000	\$ 21,404	\$	\$	\$	\$	\$	\$	\$	\$	\$ 828	\$ 841	\$ 855	\$ 866	\$ 879	\$ 892	\$ 906
Council on Aging Voted	0.3000	\$ 8,026	\$	\$	\$	\$	\$	\$	\$	\$	\$ 311	\$ 315	\$ 320	\$ 325	\$ 330	\$ 335	\$ 340
County Library Voted	1.0000	\$ 26,755	\$	\$	\$	\$	\$	\$	\$	\$	\$ 1,035	\$ 1,051	\$ 1,067	\$ 1,083	\$ 1,099	\$ 1,116	\$ 1,132
Dial A Ride Voted	0.3276	\$ 8,765	\$	\$	\$	\$	\$	\$	\$	\$	\$ 339	\$ 344	\$ 349	\$ 355	\$ 360	\$ 365	\$ 371
Medical Care Voted	0.5000	\$ 13,377	\$	\$	\$	\$	\$	\$	\$	\$	\$ 518	\$ 526	\$ 533	\$ 541	\$ 550	\$ 558	\$ 566
City Garbage	1.1500	\$ 30,768	\$	\$	\$	\$	\$	\$	\$	\$	\$ 1,191	\$ 1,209	\$ 1,227	\$ 1,245	\$ 1,264	\$ 1,283	\$ 1,302
Hire Truck & Station Bond	0.0000	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
County Jail Bond Voted	0.0000	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$
Total Incremental Tax	59.1095	\$ 1,671,359	\$ 0	\$ 12,000	\$ 22,728	\$ 23,069	\$ 23,415	\$ 23,766	\$ 24,123	\$ 24,485	\$ 24,853	\$ 25,225	\$ 25,603	\$ 25,987	\$ 26,377	\$ 26,772	\$ 27,174

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
School Tax Captured	\$ 795,695	\$	\$ 12,000	\$ 22,728	\$ 23,069	\$ 23,415	\$ 23,766	\$ 24,123	\$ 24,485	\$ 24,853	\$ 25,225	\$ 25,603	\$ 25,987	\$ 26,377	\$ 26,772	\$ 27,174
Non-School Tax Captured	\$ 875,664	\$	\$	\$	\$	\$	\$	\$	\$ 33,891	\$ 34,399	\$ 34,915	\$ 35,439	\$ 35,971	\$ 36,510	\$ 37,058	
Total Tax Captured	\$ 1,671,359	\$ 0	\$ 12,000	\$ 22,728	\$ 23,069	\$ 23,415	\$ 23,766	\$ 24,123	\$ 24,485	\$ 24,853	\$ 25,225	\$ 25,603	\$ 25,987	\$ 26,377	\$ 26,772	\$ 27,174

Aggregate	Application of Funds															
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
Capture for Eligible Costs	\$1,671,359	\$0	\$12,000	\$22,728	\$23,069	\$23,415	\$23,766	\$24,123	\$24,485	\$24,853	\$25,225	\$25,603	\$25,987	\$26,377	\$26,772	\$27,174
Capture for Revolving Fund:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cumulative Total Capture	\$1,671,359	\$0	\$12,000	\$34,728	\$57,797	\$81,212	\$104,978	\$129,101	\$153,585	\$178,328	\$203,553	\$229,256	\$255,443	\$282,110	\$309,257	\$336,871

SOUTH WASHINGTON AREA BROWNFIELD REDEVELOPMENT PROJECT
ATTACHMENT B-1b

	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
\$	1,149,234	1,106,473	1,183,970	1,201,729	1,219,755	1,238,052	1,256,622	1,275,472	1,294,604	1,314,023	1,333,733	1,353,739	1,374,045	1,394,656	1,415,576
\$	20,656	20,997	21,311	21,631	21,956	22,285	22,619	22,958	23,303	23,652	24,007	24,367	24,733	25,104	25,480
\$	6,895	6,999	7,104	7,210	7,319	7,428	7,540	7,653	7,768	7,884	8,002	8,122	8,244	8,368	8,493
\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
\$	3,552	3,605	3,659	3,714	3,770	3,826	3,884	3,942	4,001	4,061	4,122	4,184	4,247	4,310	4,375
\$	2,643	2,683	2,723	2,764	2,805	2,848	2,890	2,934	2,978	3,022	3,068	3,114	3,160	3,208	3,256
\$	20,412	20,718	21,029	21,344	21,664	21,989	22,319	22,654	22,994	23,339	23,689	24,044	24,405	24,771	25,142
\$	6,321	6,416	6,512	6,610	6,709	6,809	6,911	7,015	7,120	7,227	7,336	7,446	7,557	7,671	7,786
\$	919	933	947	961	976	990	1,005	1,020	1,036	1,051	1,067	1,083	1,099	1,116	1,132
\$	345	350	355	361	366	371	377	383	388	394	400	406	412	418	425
\$	1,149	1,166	1,184	1,202	1,220	1,238	1,257	1,275	1,295	1,314	1,334	1,354	1,374	1,395	1,416
\$	376	382	388	394	400	406	412	418	424	430	437	443	450	457	464
\$	575	583	592	601	610	619	628	638	647	657	667	677	687	697	708
\$	1,322	1,341	1,362	1,382	1,403	1,424	1,445	1,467	1,489	1,511	1,534	1,557	1,580	1,604	1,628
\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
\$	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
	65,195	66,173	67,166	68,174	69,196	70,234	71,288	72,357	73,442	74,544	75,662	76,797	77,949	79,118	80,305

	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
\$	27,582	27,995	28,415	28,842	29,274	29,713	30,159	30,611	31,070	31,537	32,010	32,490	32,977	33,472	33,974
\$	37,614	38,178	38,751	39,332	39,922	40,521	41,129	41,746	42,372	43,007	43,652	44,307	44,972	45,646	46,331
\$	565,195	566,173	567,166	568,174	569,196	570,234	571,288	572,357	573,442	574,544	575,662	576,797	577,949	579,118	580,305

\$	565,195	566,173	567,166	568,174	569,196	570,234	571,288	572,357	573,442	574,544	575,662	576,797	577,949	579,118	580,305
\$	50	50	50	50	50	50	50	50	50	50	50	50	50	50	50
\$	5648,954	5715,128	5782,294	5850,467	5919,663	5989,898	51,061,185	51,133,542	51,206,984	51,281,528	51,357,190	51,433,987	51,511,936	51,591,034	51,671,359

**SOUTH WASHINGTON AREA BROWNFIELD REDEVELOPMENT PROJECT
ATTACHMENT B-2a**

NORTH CHANNEL OUTLET - PARCEL 2 - REAL ESTATE

Projected Taxable Value (Real Estate) \$ 120,000
 Current Taxable Value (Real Estate) \$ 8,610 2014
 Incremental Taxable Value \$ 111,390 Increase 1.5% annually after 2016

Millage Category	Millage Rate	Captured															
		Millage	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028
Capturable Taxable Value		\$	-	\$ 111,390	\$ 113,061	\$ 114,737	\$ 116,478	\$ 118,225	\$ 119,999	\$ 121,799	\$ 123,626	\$ 125,480	\$ 127,362	\$ 129,273	\$ 131,212	\$ 133,180	\$ 135,178
School Operating	18.0000	\$	72,178	\$ 2,005	\$ 2,035	\$ 2,066	\$ 2,097	\$ 2,128	\$ 2,160	\$ 2,192	\$ 2,225	\$ 2,259	\$ 2,293	\$ 2,327	\$ 2,362	\$ 2,397	\$ 2,433
State Education Tax	0.0000	\$	24,059	\$ 665	\$ 678	\$ 689	\$ 699	\$ 709	\$ 720	\$ 731	\$ 742	\$ 753	\$ 764	\$ 776	\$ 787	\$ 799	\$ 811
School Debt Service	2.3800	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
West Shore CC Voted	3.0907	\$	12,193	\$ 344	\$ 349	\$ 355	\$ 360	\$ 365	\$ 371	\$ 376	\$ 382	\$ 388	\$ 394	\$ 400	\$ 406	\$ 412	\$ 418
Maristec ISD	2.3000	\$	9,223	\$ 256	\$ 260	\$ 264	\$ 268	\$ 272	\$ 276	\$ 280	\$ 284	\$ 289	\$ 293	\$ 297	\$ 302	\$ 306	\$ 311
City Operating	17.7612	\$	71,221	\$ 1,978	\$ 2,008	\$ 2,038	\$ 2,069	\$ 2,100	\$ 2,131	\$ 2,163	\$ 2,196	\$ 2,229	\$ 2,262	\$ 2,296	\$ 2,330	\$ 2,365	\$ 2,401
County Operating	5.5000	\$	22,054	\$ 613	\$ 622	\$ 631	\$ 641	\$ 650	\$ 660	\$ 670	\$ 680	\$ 690	\$ 700	\$ 711	\$ 722	\$ 732	\$ 743
911 Voted	0.8000	\$	3,208	\$ 89	\$ 90	\$ 92	\$ 93	\$ 95	\$ 96	\$ 97	\$ 99	\$ 100	\$ 102	\$ 103	\$ 105	\$ 107	\$ 108
Council on Aging Voted	0.3000	\$	1,203	\$ 33	\$ 34	\$ 34	\$ 35	\$ 35	\$ 36	\$ 37	\$ 37	\$ 38	\$ 38	\$ 39	\$ 39	\$ 40	\$ 41
County Library Voted	1.0000	\$	4,010	\$ 111	\$ 113	\$ 115	\$ 116	\$ 118	\$ 120	\$ 122	\$ 124	\$ 125	\$ 127	\$ 129	\$ 131	\$ 133	\$ 135
Dial A Ride Voted	0.3376	\$	1,314	\$ 36	\$ 37	\$ 38	\$ 38	\$ 39	\$ 39	\$ 40	\$ 40	\$ 41	\$ 42	\$ 42	\$ 43	\$ 44	\$ 44
Medical Care Voted	0.5000	\$	2,005	\$ 56	\$ 57	\$ 57	\$ 58	\$ 59	\$ 60	\$ 61	\$ 62	\$ 63	\$ 64	\$ 65	\$ 66	\$ 67	\$ 68
City Garbage	1.1500	\$	4,611	\$ 128	\$ 130	\$ 132	\$ 134	\$ 136	\$ 138	\$ 140	\$ 142	\$ 144	\$ 146	\$ 149	\$ 151	\$ 153	\$ 155
Fire Truck & Station Bond	0.0000	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
County Jail Bond Voted	0.0000	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Incremental Tax	59.1095	\$	227,479	6,319	6,414	6,510	6,608	6,707	6,807	6,910	7,013	7,118	7,225	7,334	7,444	7,555	7,669

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
School Tax Captured	\$ 96,237	\$ -	\$ 2,672	\$ 2,713	\$ 2,754	\$ 2,795	\$ 2,837	\$ 2,880	\$ 2,923	\$ 2,967	\$ 3,012	\$ 3,057	\$ 3,103	\$ 3,149	\$ 3,196	\$ 3,244
Non-School Tax Captured	\$ 131,242	\$ -	\$ 3,646	\$ 3,700	\$ 3,756	\$ 3,812	\$ 3,869	\$ 3,927	\$ 3,986	\$ 4,046	\$ 4,107	\$ 4,169	\$ 4,231	\$ 4,294	\$ 4,359	\$ 4,424
Total Tax Captured	\$227,479	\$0	\$6,319	\$6,414	\$6,510	\$6,608	\$6,707	\$6,807	\$6,910	\$7,013	\$7,118	\$7,225	\$7,334	\$7,444	\$7,555	\$7,669

Aggregate	Application of Funds															
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
Capture for Eligible Costs	\$227,479	\$0	\$6,319	\$6,414	\$6,510	\$6,608	\$6,707	\$6,807	\$6,910	\$7,013	\$7,118	\$7,225	\$7,334	\$7,444	\$7,555	\$7,669
Capture for Resilient Fund	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Cumulative Total Capture	\$227,479	\$0	\$6,319	\$12,733	\$19,243	\$25,851	\$32,558	\$39,365	\$46,275	\$53,288	\$60,406	\$67,632	\$74,965	\$82,409	\$89,964	\$97,632

SOUTH WASHINGTON AREA BROWNFIELD REDEVELOPMENT PROJECT
ATTACHMENT B-2a

	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
\$	137,205	\$ 139,263	\$ 141,352	\$ 143,473	\$ 145,625	\$ 147,809	\$ 150,026	\$ 152,277	\$ 154,561	\$ 156,879	\$ 159,232	\$ 161,621	\$ 164,045	\$ 166,506	\$ 169,003
\$	2,470	\$ 2,507	\$ 2,544	\$ 2,583	\$ 2,621	\$ 2,661	\$ 2,700	\$ 2,741	\$ 2,782	\$ 2,824	\$ 2,866	\$ 2,909	\$ 2,953	\$ 2,997	\$ 3,042
\$	823	\$ 836	\$ 848	\$ 861	\$ 874	\$ 887	\$ 900	\$ 914	\$ 927	\$ 941	\$ 955	\$ 970	\$ 984	\$ 999	\$ 1,014
\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$	424	\$ 430	\$ 437	\$ 443	\$ 450	\$ 457	\$ 464	\$ 471	\$ 478	\$ 485	\$ 492	\$ 500	\$ 507	\$ 515	\$ 522
\$	316	\$ 320	\$ 325	\$ 330	\$ 335	\$ 340	\$ 345	\$ 350	\$ 355	\$ 361	\$ 366	\$ 372	\$ 377	\$ 383	\$ 389
\$	2,437	\$ 2,473	\$ 2,511	\$ 2,548	\$ 2,586	\$ 2,625	\$ 2,665	\$ 2,705	\$ 2,745	\$ 2,786	\$ 2,828	\$ 2,871	\$ 2,914	\$ 2,957	\$ 3,002
\$	755	\$ 766	\$ 777	\$ 789	\$ 801	\$ 813	\$ 825	\$ 838	\$ 850	\$ 863	\$ 876	\$ 889	\$ 902	\$ 916	\$ 930
\$	110	\$ 111	\$ 113	\$ 115	\$ 116	\$ 118	\$ 120	\$ 122	\$ 124	\$ 126	\$ 127	\$ 129	\$ 131	\$ 133	\$ 135
\$	41	\$ 42	\$ 42	\$ 43	\$ 44	\$ 44	\$ 45	\$ 46	\$ 46	\$ 47	\$ 48	\$ 48	\$ 49	\$ 50	\$ 51
\$	137	\$ 139	\$ 141	\$ 143	\$ 146	\$ 148	\$ 150	\$ 152	\$ 155	\$ 157	\$ 159	\$ 162	\$ 164	\$ 167	\$ 169
\$	45	\$ 46	\$ 46	\$ 47	\$ 48	\$ 48	\$ 49	\$ 50	\$ 51	\$ 51	\$ 52	\$ 53	\$ 54	\$ 55	\$ 55
\$	69	\$ 70	\$ 71	\$ 72	\$ 73	\$ 74	\$ 75	\$ 76	\$ 77	\$ 78	\$ 80	\$ 81	\$ 82	\$ 83	\$ 85
\$	138	\$ 160	\$ 163	\$ 165	\$ 167	\$ 170	\$ 173	\$ 175	\$ 178	\$ 180	\$ 183	\$ 186	\$ 189	\$ 191	\$ 194
\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	7,784	7,900	8,019	8,139	8,261	8,385	8,511	8,639	8,768	8,900	9,033	9,169	9,306	9,446	9,587

	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
\$	3,293	\$ 3,342	\$ 3,392	\$ 3,443	\$ 3,495	\$ 3,547	\$ 3,601	\$ 3,655	\$ 3,709	\$ 3,765	\$ 3,822	\$ 3,879	\$ 3,937	\$ 3,996	\$ 4,056
\$	4,491	\$ 4,558	\$ 4,626	\$ 4,696	\$ 4,766	\$ 4,838	\$ 4,910	\$ 4,984	\$ 5,059	\$ 5,135	\$ 5,212	\$ 5,290	\$ 5,369	\$ 5,450	\$ 5,531
	57,784	57,900	58,019	58,139	58,261	58,385	58,511	58,639	58,768	58,900	59,033	59,169	59,306	59,446	59,587

\$7,784	\$7,900	\$8,019	\$8,139	\$8,261	\$8,385	\$8,511	\$8,639	\$8,768	\$8,900	\$9,033	\$9,169	\$9,306	\$9,446	\$9,587
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$105,416	\$113,316	\$121,335	\$129,474	\$137,736	\$146,121	\$154,632	\$163,270	\$172,038	\$180,938	\$189,971	\$199,140	\$208,446	\$217,892	\$227,479

**SOUTH WASHINGTON AREA BROWNFIELD PLAN
ATTACHMENT B-2b**

NORTH CHANNEL OUTLET - PARCEL 2 - REAL PROPERTY

Projected Taxable Value (Real Property) \$ 650,000
 Current Taxable Value (Real Property) \$ 48,700 2014
 Incremental Taxable Value: \$ 631,210 Increase 1.5% annually after 2016

Alliance Category	Alliance Rate	Captured																
		Alliance	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	
Capturable Taxable Value		\$	-	\$ 500,000	\$ 631,210	\$ 640,678	\$ 650,288	\$ 660,043	\$ 669,943	\$ 679,992	\$ 690,192	\$ 700,545	\$ 711,053	\$ 721,719	\$ 732,545	\$ 743,533	\$ 754,686	
School Operating	18.0000	\$	400,771	\$ 9,000	\$ 11,362	\$ 11,532	\$ 11,705	\$ 11,881	\$ 12,059	\$ 12,240	\$ 12,423	\$ 12,610	\$ 12,799	\$ 12,991	\$ 13,186	\$ 13,384	\$ 13,584	
State Education Tax	6.0000	\$	133,590	\$ 3,000	\$ 3,787	\$ 3,844	\$ 3,902	\$ 3,960	\$ 4,020	\$ 4,080	\$ 4,141	\$ 4,203	\$ 4,266	\$ 4,330	\$ 4,395	\$ 4,461	\$ 4,528	
School Debt Service	2.3500	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
West Shore CC Voted	3.0000	\$	48,620	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 2,231	\$ 2,264	\$ 2,298	\$ 2,333	
Manistee ISD	2.3000	\$	36,182	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 1,660	\$ 1,685	\$ 1,710	\$ 1,736	
City Operating	17.7612	\$	279,403	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 12,819	\$ 13,011	\$ 13,206	\$ 13,404	
County Operating	5.5000	\$	66,521	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 3,909	\$ 4,029	\$ 4,089	\$ 4,151	
911 Voted	0.8000	\$	12,585	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 577	\$ 586	\$ 595	\$ 604	
Council on Aging Voted	0.3000	\$	4,719	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 217	\$ 220	\$ 223	\$ 226	
County Library Voted	1.0000	\$	15,731	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 722	\$ 733	\$ 744	\$ 755	
Dial A Ride Voted	0.3276	\$	5,154	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 236	\$ 240	\$ 244	\$ 247	
Medical Care Voted	0.5000	\$	7,866	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 361	\$ 366	\$ 372	\$ 377	
City Garbage	1.1500	\$	18,091	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 830	\$ 842	\$ 855	\$ 868	
Fire Truck & Station Bond	0.0000	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
County Jail Bond Voted	0.0000	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Incremental Tax	59.1095	\$	1,049,233	\$ 12,000	\$ 15,149	\$ 15,376	\$ 15,607	\$ 15,841	\$ 16,079	\$ 16,320	\$ 16,565	\$ 16,813	\$ 17,065	\$ 17,321	\$ 17,581	\$ 17,845	\$ 18,112	
			1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
School Tax Captured		\$	534,261	\$ 12,000	\$ 15,149	\$ 15,376	\$ 15,607	\$ 15,841	\$ 16,079	\$ 16,320	\$ 16,565	\$ 16,813	\$ 17,065	\$ 17,321	\$ 17,581	\$ 17,845	\$ 18,112	
Non-School Tax Captured		\$	514,871	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,622	\$ 23,976	\$ 24,335	\$ 24,701	
Total Tax Captured		\$	1,049,233	\$ 12,000	\$ 15,149	\$ 15,376	\$ 15,607	\$ 15,841	\$ 16,079	\$ 16,320	\$ 16,565	\$ 16,813	\$ 17,065	\$ 17,321	\$ 17,581	\$ 17,845	\$ 18,112	

Aggregate	Application of Funds																
	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028		
Capture for Eligible Costs:	\$1,049,233	\$0	\$12,000	\$15,149	\$15,376	\$15,607	\$15,841	\$16,079	\$16,320	\$16,565	\$16,813	\$17,065	\$17,321	\$17,581	\$17,845	\$18,112	
Capture for Revolving Fund:	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	
Cumulative Total Capture	\$1,049,233	\$0	\$12,000	\$27,149	\$42,525	\$58,132	\$73,973	\$90,052	\$106,372	\$122,936	\$139,749	\$156,815	\$174,136	\$191,717	\$209,562	\$227,674	

SOUTH WASHINGTON AREA BROWNFIELD PLAN
ATTACHMENT B-2b

2020	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043
\$ 766,006	\$ 777,497	\$ 789,159	\$ 800,996	\$ 813,011	\$ 825,206	\$ 837,585	\$ 850,148	\$ 862,901	\$ 875,844	\$ 888,982	\$ 902,316	\$ 915,851	\$ 929,589	\$ 943,533
\$ 13,786	\$ 13,995	\$ 14,205	\$ 14,418	\$ 14,634	\$ 14,854	\$ 15,077	\$ 15,303	\$ 15,532	\$ 15,765	\$ 16,002	\$ 16,242	\$ 16,485	\$ 16,733	\$ 16,984
\$ 4,596	\$ 4,665	\$ 4,735	\$ 4,806	\$ 4,878	\$ 4,951	\$ 5,026	\$ 5,101	\$ 5,177	\$ 5,255	\$ 5,334	\$ 5,414	\$ 5,495	\$ 5,578	\$ 5,661
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ 2,367	\$ 2,403	\$ 2,439	\$ 2,476	\$ 2,513	\$ 2,550	\$ 2,589	\$ 2,628	\$ 2,667	\$ 2,707	\$ 2,748	\$ 2,789	\$ 2,831	\$ 2,873	\$ 2,916
\$ 1,762	\$ 1,788	\$ 1,815	\$ 1,842	\$ 1,870	\$ 1,898	\$ 1,926	\$ 1,955	\$ 1,985	\$ 2,014	\$ 2,045	\$ 2,075	\$ 2,106	\$ 2,138	\$ 2,170
\$ 13,605	\$ 13,809	\$ 14,016	\$ 14,227	\$ 14,440	\$ 14,657	\$ 14,877	\$ 15,100	\$ 15,326	\$ 15,556	\$ 15,789	\$ 16,026	\$ 16,267	\$ 16,511	\$ 16,758
\$ 4,213	\$ 4,276	\$ 4,340	\$ 4,405	\$ 4,472	\$ 4,539	\$ 4,607	\$ 4,676	\$ 4,746	\$ 4,817	\$ 4,889	\$ 4,963	\$ 5,037	\$ 5,113	\$ 5,189
\$ 612	\$ 622	\$ 631	\$ 641	\$ 650	\$ 660	\$ 670	\$ 680	\$ 690	\$ 701	\$ 711	\$ 722	\$ 733	\$ 744	\$ 755
\$ 230	\$ 233	\$ 237	\$ 240	\$ 244	\$ 248	\$ 251	\$ 255	\$ 259	\$ 263	\$ 267	\$ 271	\$ 275	\$ 279	\$ 283
\$ 766	\$ 777	\$ 789	\$ 801	\$ 813	\$ 825	\$ 838	\$ 850	\$ 863	\$ 876	\$ 889	\$ 902	\$ 916	\$ 930	\$ 944
\$ 251	\$ 255	\$ 259	\$ 262	\$ 266	\$ 270	\$ 274	\$ 279	\$ 283	\$ 287	\$ 291	\$ 296	\$ 300	\$ 305	\$ 309
\$ 383	\$ 389	\$ 395	\$ 400	\$ 407	\$ 413	\$ 419	\$ 425	\$ 431	\$ 438	\$ 444	\$ 451	\$ 458	\$ 465	\$ 472
\$ 881	\$ 894	\$ 908	\$ 921	\$ 935	\$ 949	\$ 963	\$ 978	\$ 992	\$ 1,007	\$ 1,022	\$ 1,038	\$ 1,053	\$ 1,069	\$ 1,085
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
43,455	44,107	44,769	45,440	46,122	46,814	47,516	48,228	48,952	49,686	50,431	51,188	51,956	52,735	53,526

16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
\$ 18,384	\$ 18,660	\$ 18,940	\$ 19,224	\$ 19,512	\$ 19,805	\$ 20,102	\$ 20,404	\$ 20,710	\$ 21,020	\$ 21,336	\$ 21,656	\$ 21,980	\$ 22,310	\$ 22,645
\$ 25,071	\$ 25,447	\$ 25,829	\$ 26,216	\$ 26,609	\$ 27,009	\$ 27,414	\$ 27,825	\$ 28,242	\$ 28,666	\$ 29,096	\$ 29,532	\$ 29,975	\$ 30,425	\$ 30,881
543,455	544,107	544,769	545,440	546,122	546,814	547,516	548,228	548,952	549,686	550,431	551,188	551,956	552,735	553,526

\$43,455	\$44,107	\$44,769	\$45,440	\$46,122	\$46,814	\$47,516	\$48,228	\$48,952	\$49,686	\$50,431	\$51,188	\$51,956	\$52,735	\$53,526
\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
\$367,763	\$411,870	\$456,638	\$502,078	\$548,200	\$595,014	\$642,530	\$690,758	\$739,710	\$789,390	\$839,828	\$891,016	\$942,971	\$995,706	\$1,049,233

ATTACHMENTS

Attachment A

**Approved Brownfield Plan
and Resolution(s) Approving**

MANISTEE CITY BROWNFIELD REDEVELOPMENT AUTHORITY

70 Maple Street
Manistee, MI 49660

SPECIAL MEETING MINUTES

August 5, 2014

A special meeting of the Manistee City Brownfield Redevelopment Authority was held on August 5, 2014 at 2:00 pm in the Council Chambers, City Hall, 70 Maple Street, Manistee, Michigan.

Meeting was called to order at 2:00 pm by Chair Clinton McKinven-Copus

Roll Call:

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

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

Others: Shari Wild (MSDDA Chair), Kathy Adair Morin (BRA Consultant), John Groothuis and T. Eftaxiadis (Development Team), Ed Bradford (BRA Administrator), Denise Blakeslee (BRA Recording Secretary), Brandon Ball (MSDDA – ER Committee) and others

APPROVAL OF AGENDA

Motion by Don Kuk, seconded by Jeff Stege that the agenda be approved with Public Comment being moved before New Business.

With a Voice Vote this motion passed unanimously.

APPROVAL OF MINUTES

Motion by Don Kuk, seconded by Steve Brower that the minutes of the July 29, 2014 Brownfield Redevelopment Authority Meeting be approved as prepared.

With a Voice Vote this motion passed unanimously.

inclusion of the Veterans Memorial Park in the Plan could result infrastructure improvements around it including paving of Memorial Drive, new Streetscape on Washington Street from the bridge to Fifth Avenue, repaving of the parking lot, and improvements to the current riverwalk by the Park, thus laying the groundwork for future expansion of the riverwalk to the west. Additionally, TIF generated from the redevelopment of the two properties can be used by the City and/or DDA for public infrastructure improvements that are needed to support the increased density that will result from the redevelopment, such as replacement of the sewer that runs along the north river channel; enlargement of the existing pump station; installation of a retaining wall on Short Street.

Mr. Eftaxiadis explained that the four private parcels are “facilities” (meaning they are contaminated); the City owned parcels are included in the Plan because they are contiguous to “facilities”. The parking lot on Memorial Drive is a public parking lot, therefore parking spaces cannot be reserved for private use. Even though there is no zoning requirement for creation of parking spaces in developments in the Downtown, the proposed development has adequate land for approximately 60 parking spaces to service the 30+ residential units. Customers for the proposed businesses would use the City parking Lot on Memorial Drive.

Director Kuk asked Staff to go over the Estimate of Captured Taxable Value & Tax Increment Financing.

Staff reviewed the tables and Attachment A – Eligible Activities and Eligible Costs with the Directors. It was noted that State tax increments captured for Brownfield “eligible” costs are reimbursed to the schools by the State.

MOTION by Don Kuk, seconded by Jeff Stege that the City of Manistee Brownfield Redevelopment Authority recommend to the City of Manistee Main Street – Downtown Development Authority and the City Council approval of the Brownfield Plan dated July 2014 developed by the Authority for the South Washington Area Redevelopment Project, based on the determination and finding that:

- 1. The Plan constitutes a public purpose under the Act.**
- 2. The Plan meets all of the requirements for a Brownfield Plan set forth in Section 13 of the Act.**
- 3. The proposed method of financing the costs of the eligible activities by the Authority, as described in the Plan, using school and local tax increment is feasible and the Authority has the ability to arrange the financing.**
- 4. The costs of eligible activities proposed in the Plan are reasonable and necessary.**
- 5. The amount of captured taxable value estimated to result from adoption of the Plan is reasonable.**

With a voice vote Motion passed unanimously.

10/21/14

CITY OF MANISTEE, MANISTEE COUNTY, MICHIGAN
RESOLUTION APPROVING BROWNFIELD PLAN FOR
SOUTH WASHINGTON AREA REDEVELOPMENT PROJECT

At a regular meeting of the City Council of the City of Manistee, Manistee County, Michigan, held in the Council Chambers, at 7:00 p.m., on the 21st day of October, 2014

The following resolution was offered by Councilperson Gustad and supported by Councilperson Zaring:

WHEREAS, the City of Manistee has created the Brownfield Redevelopment Authority (the "Authority") pursuant to and in accordance with the provisions of the Brownfield Redevelopment Financing Act, being Act 381 of the Public Acts of 1996, as amended (the "Act"); and

WHEREAS, the Authority has prepared and recommended for approval by the Manistee City Council a Brownfield Redevelopment Plan (the "Plan") for the project known as "South Washington Area Redevelopment Project" for six properties located at the south end of Washington Street and adjacent streets (the "Property"), pursuant to and in accordance with Section 13 of the Act; and

WHEREAS, the Authority has, at least ten (10) days before the meeting of the Manistee City Council at which this resolution has been considered, provided notice to and fully informed all taxing jurisdictions which are affected by the proposed Plan (the "Taxing Jurisdictions"), and the Manistee City Council has previously provided to the Taxing Jurisdictions a reasonable opportunity to express their views and recommendations regarding the Plan and in accordance with the Sections 13(10) and 14(1) of the Act; and

WHEREAS, the Manistee City Council has made the following determinations and findings:

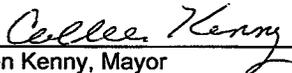
1. The Plan constitutes a public purpose under the Act.
2. The Plan meets all of the requirements for a Brownfield Plan set forth in Section 13 of the Act.
3. The proposed method of financing the costs of the eligible activities by the Authority, as described in the Plan, using school and local tax increment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

WHEREAS, as a result of its review of the Plan and upon consideration of the views of the Taxing Jurisdictions, the Manistee City Council desires to proceed with approval of the Plan.

NOW, THEREFORE, IT IS RESOLVED by the Manistee City Council that:

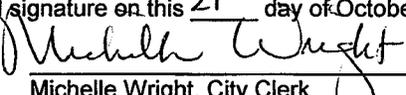
1. **Plan Approved.** Pursuant to the authority vested in the Manistee City Council by the Act, and pursuant to and in accordance with the provisions of Section 14 of the Act, the Plan is hereby approved in the form attached as Exhibit "A" to this Resolution.
2. **Severability.** Should any section, clause or phrase of this Resolution be declared by the Courts to be invalid, the same shall not affect the validity of this Resolution as a whole nor any part thereof other than the part so declared to be invalid.
3. **Repeals.** All resolutions or part of resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

AYES: Kenny, Cote, Hornkohl, Goodspeed, Zaring, Wittlieff, Gustad
NAYS: None
ABSENT: None
ABSTENTIONS: None
RESOLUTION DECLARED ADOPTED


Colleen Kenny, Mayor

I, Michelle Wright,, the undersigned, the duly appointed City Clerk for the City Manistee, Manistee County, Michigan do hereby certify that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Manistee City Council held on the 21st day of October, 2014.

IN WITNESS WHEREOF, I have hereunto affixed my official signature on this 21st day of October, 2014.


Michelle Wright, City Clerk

City of Manistee
Brownfield Redevelopment Authority
Brownfield Plan For
South Washington Street Area Redevelopment Project
City of Manistee, Manistee County

Prepared By:

City of Manistee Brownfield Redevelopment Authority
and
Manistee Investment Partners, LLC

July 2014

Approved by the Brownfield Redevelopment Authority on May 8, 2014

Approved by the City Council on October 21, 2014

Attachment B

Development & Reimbursement Agreement

Attachment C

Declaration of Blighted Building



P. O. Box 358 • Manistee, Michigan 49660-0358 • www.manisteemi.gov

River Parc Properties

CITY HALL 300 Washington Ave.

70 Maple Street, 200

Grand Haven, Mi. 49417

CITY MANAGER
231.398.2801

CITY ASSESSOR
231.398.2802

RE: 51-211-100-05

BUILDING INSPECTOR
231.398.2806

PLANNING, ZONING & COMMUNITY DEV.
Dear Sir/Madam,
231.398.2805

CITY CLERK
231.398.2803

CITY TREASURER
231.398.2804

WATER BILLING
231.723.2559

ADMINISTRATION
FAX 231.723.1546

WORK/TREASURER
FAX 231.723.5410

POLICE DEPARTMENT
70 Maple Street
231.723.2533
FAX 231.398.2017

FIRE DEPARTMENT
281 First Street
231.723.1549
FAX 231.723.1519

PUBLIC WORKS
280 Washington St.
231.723.7132
FAX 231.723.1803

PARKS DEPARTMENT
231.723.4051

WATER MAINTENANCE
231.723.3641

WASTEWATER PLANT
50 Ninth St.
231.723.1553

This letter serves as an order to remedy the Blight issues at the above mentioned property. This Building has been sitting for several years now in an escalating condition of disrepair. The Owners of the Building have been contacted several times regarding the Blight items and vandalism that repeats itself over and over again. Following is a list of items and conditions which must be fixed to avoid citations from being issued. The fines will be \$50.00 for the first day AND \$250.00 for every day after until the violations are corrected.

All broken windows must be fixed or replaced.

All openings in the Building envelope must be filled in with appropriate windows, doors or garage doors (no boarding up of openings).

All other holes in the structure must sealed up with approved material to make the Building secure from the weather, vandals and vermin.

All wood must be inspected for rot and repaired or replaced as necessary.

All exterior wood must be wrapped and an approved weather resistant 'siding' installed.

All debris must be pick up and removed from the site.

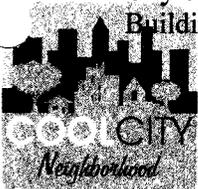
All bushes, brush and trees must be kept in landscape condition or removed from the lot.

From the outside, this Building needs to appear it is habitable from doors to windows and siding to hardware.

This Building is lacking frequent maintenance that would keep it off the City Blight radar. If it should remain there it will soon be placed on the City Demolition list.

An immediate response is requested with a strict time frame to prevent further action from the City.

Mark W. Niesen
City of Manistee
Building Inspector



BYLAWS OF THE CITY OF MANISTEE BROWNFIELD REDEVELOPMENT AUTHORITY

ARTICLE 1: NAME AND ADDRESS

Name: The name of the Authority is the City of Manistee Brownfield Redevelopment Authority (hereinafter referred to as the Authority).

Address: The address of the Authority is: 70 Maple Street, P.O Box 358, Manistee, Michigan 49660.

ARTICLE 2: DIRECTORS

- 2.1 **General Powers.** The business and affairs of the Authority shall be managed by its Board, except as otherwise provided by statute or by these Bylaws.
- 2.2 **Board of Directors.** The Board of Directors (hereinafter referred to as the Board) of the Authority shall consist of not less than five (5) persons and not more than nine (9) persons. BRA Board members are to be city residents or persons with an interest in property in the City of Manistee.
- 2.3 **Terms, Replacement and Vacancies.** Of the initial members appointed, an equal number, or as near as practicable, shall be appointed for one year, two years and three years. Thereafter, each member shall serve for a term of three years. Subsequent Directors shall be appointed in the same manner as original appointments at the expiration of each Director's term of office. A Director whose term of office has expired shall continue to hold office until his/her successor has been appointed with the advice and consent of the City Council. A Director may be reappointed with the advice and consent of the City Council to serve additional terms. If a vacancy is created by death or resignation, a successor shall be appointed with the advice and consent of the City Council within thirty (30) days to hold office for the remainder of the term of office so vacated.
- 2.4 **Board Absences.** In order to maintain the maximum participation of all appointed Brownfield Redevelopment Authority members at all scheduled meetings, the following is the attendance guide and Board member replacement policy for "excused" or "unexcused" absences.
1. When appointed, each Board Member should state his/her willingness and intention to attend each scheduled meeting of the Brownfield Redevelopment Authority.
 2. In the event of unplanned personal matters, business trips, family vacation trips, changed job requirements, sickness, or other physical disabilities that prohibit the Board Member from attending the scheduled meeting; the Commission Chair or Staff Liaison to the Brownfield Redevelopment Authority should be notified as soon as possible prior to the time of the scheduled meeting of their inability to attend. The Board Member upon this notification will receive an "excused absence" for the involved scheduled meeting.
 3. If any Board Member is absent from three (3) consecutive scheduled meetings without an "excused absence" for any of the three (3) meetings, the Board Member shall be reported in writing to the City Manager. The City Manager will contact the Board Member in writing and question his/her continued ability or interest in being on the Commission, giving the member a chance to rectify the attendance issue or submit a resignation.

4. There will be no limit on the number of consecutive “excused absences” for any Board Member. However, if the Board Member is repeatedly absent for at least 50% of the yearly scheduled meetings, that member will also be reported in writing to the City Manager. The City Manager will contact the Board Member in writing and question the member’s continued ability or interest to be on the Commission. The Board Member will be considered for an appointment nullification when the absences total six in the calendar year.
 5. The appointment nullification action would be initiated by the City Manager and forwarded on to the City Council for official action.
- 2.5 **Removal.** A Director may be removed from office for inefficiency, neglect of duty, or misconduct or malfeasance, by a majority vote of the City Council.
 - 2.6 **Conflict of Interest.** A Director who has a direct interest in any matter before the Authority shall disclose his/her interest prior to any discussion of that matter by the Authority, which disclosure shall become a part of the record of the Authority’s official proceedings. The interested Director shall further refrain from participation in the Authority’s action to the matter. Each Director, upon taking office and annually thereafter, shall acknowledge in writing that they have read and agree to abide by this section.
 - 2.7 **Meetings.** Meetings of the Board may be called by or at the request of the Chairperson of the Board or any two Directors. The meetings of the Board shall be public, and the appropriate notice of such meetings shall be provided to the public. Regular meetings of the Brownfield Redevelopment Authority shall be held in each calendar quarter of each year. In no event shall there be less than four (4) meetings per year. The Board shall hold an Annual Meeting in January of each year at which time officers of the Board shall be elected as provided in Article 3, Section 2.
 - 2.8 **Notice.** Notice of any meetings shall be given in accordance with the Open Meetings Act (Act No. 267 of the Public Acts of 1976).
 - 2.9 **Quorum.** A majority of the members of the Directors then in office constitutes a quorum for the transaction of business at any meeting of the Board, provided, that a majority of the Board present may adjourn the meeting from time to time without any further notice. The vote of the majority of the Directors present at a meeting at which a quorum is present constitutes the action of the Board, unless the vote of a larger number is required by statute or by these Bylaws. Amendment of the Bylaws by the Board requires the vote of not less than a majority of the members of the Board then in office.
 - 2.10 **Participation by Communication Equipment.** A member of the Board or of a committee designated by the Board may participate in a meeting by means of conference telephone or similar communications equipment by means of which all persons participating in the meeting can hear each other. Participation in a meeting pursuant to this provision constitutes presence at the meeting.
 - 2.11 **Committees.** The Board may, by resolution passed by a majority of the whole board, designate one or more committees, each committee to consist of two or more of the Directors of the Authority. The Board may designate one or more Directors as alternate members of a committee, who may replace an absent or disqualified member at a meeting of the committee. In the absence or disqualification of a member of a committee, the members thereof present at a meeting and not

disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in place of such an absent or disqualified member. A committee, and each member thereof, shall serve at the pleasure of the Board. A committee so designated by the Board, to the extent provided in the resolution by the Board, may exercise all powers and authority of the Board in the management of the business and affairs of the Authority, except that such committee so may exercise all powers and authority to: (a) recommend to members a dissolution of the Authority, or revocation of dissolution, (b) amend the Bylaws of the Authority, or (c) fill vacancies in the Board.

ARTICLE 3: OFFICERS

- 3.1 **Officers.** The officers of the Authority shall be elected by the Board and shall consist of a Chairperson, Vice Chairperson, and Secretary/Treasurer. The Board may also appoint a Recording Secretary who need not be a member of the Board. Two or more offices may be held by the same person, but an officer shall not execute, acknowledge, or verify an instrument in more than one capacity if the instrument is required by law or Bylaws to be executed, acknowledged, or verified by two or more officers.
- 3.2 **Nomination, Election and Term of Office.** The officers of the Authority shall be elected by the Board at an Annual Meeting held in January of each year. Candidates shall be nominated by any Brownfield Redevelopment Authority Board member present at the meeting.
- 3.3 **Vacancies.** A vacancy in any office because of death, resignation, removal, disqualification or otherwise, may be filled at any meeting of the Board for the unexpired portion of the terms of such office.
- 3.4 **Chairperson and Vice Chairperson.** The Chairperson shall be the chief executive officer of the Authority, but he or she may from time to time delegate all or any part of his/her duties to the Vice Chairperson. He or she, or in his/her absence, the Vice Chairperson, shall preside at all meetings of the Board, he or she shall have general and active management of the business of the Authority and shall perform all the duties of the office as provided by law or these Bylaws. He or she shall be ex-officio a member of all standing committees, and shall have the general powers and duties of supervision and management of the Authority.
- 3.5 **Secretary/Treasurer and Recording Secretary.** The Secretary/Treasurer shall attend all meetings of the Board and record all votes and the minutes of all proceedings in a book to be kept for that purpose, and shall perform like duties for the standing committees when required. They shall further perform all duties of the office of Secretary/Treasurer as provided by law or these Bylaws. They shall be sworn to the faithful discharge of these duties. For the purposes of recording minutes the Secretary/Treasurer may appoint a Recording Secretary.
- 3.6 **Delegation of Duties of Offices.** In the absence of any officer of the Authority, or for any other reason that the Board may deem sufficient, the Board may delegate, from time to time and for such time as it may deem appropriate, the powers or duties, or any of them, of such officer to any other officer, or to any Director, provided a majority of the Board then in office concurs therein.

- 3.7 **Executive Committee.** The Chairperson, Vice Chairperson and Secretary/Treasurer shall comprise the Executive Committee. The Executive Committee, may upon a majority vote, authorize the expenditure of up to \$500.00 for any expense listed as an eligible item for expenditure under the approved Authority funding guidelines. The Executive Committee must report any such expenditures to the Board at the next regularly scheduled Board meeting.

ARTICLE 4: CONTRACTS, LOANS, CHECKS AND DEPOSITS

- 4.1 **Contracts.** The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Authority, and such authority may be general or confined to specific instances.
- 4.2 **Loans/Grants.** No grant or loan shall be contracted on behalf of the Authority and no evidence of indebtedness shall be issued in its name unless authorized by a resolution of the Board and approved by the City Council. Such authority may be general or confined to specific instances.
- 4.3 **Checks, Drafts, etc.** All checks, drafts or other orders for the payment of money, notes or other evidence of indebtedness issued in the name of the Authority, shall be signed by such officer or officers, agent or agents of the Authority and in such manner as shall from time to time be determined by resolution of the Board.
- 4.4 **Deposits.** All funds of the Authority not otherwise employed shall be deposited from time to time to the credit of the Authority in such banks, trust companies or other depositories as the Board may select.

ARTICLE 5: FISCAL YEAR

The fiscal year of the Authority shall correspond at all times to the fiscal year of the City of Manistee.

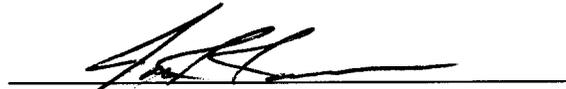
ARTICLE 6: Miscellaneous

- 6.1 **Seal.** The Board shall provide a corporate seal which shall be the official seal of the Authority.
- 6.2 **Waiver of Notice.** When the Board or any committee thereof may take action after notice to any person or after lapse of a prescribed period of time, the action may be taken without notice and without lapse of the period of time, if at any time before or after the action is completed the person entitled to notice or to participation in the action to be taken submits a signed waiver of such requirements.

ARTICLE 7: REVIEW AND AMENDMENTS

These Bylaws will be reviewed annually at the Annual Meeting. These Bylaws may be altered, amended or repealed by the affirmative vote of a majority of the Board then in office at any regular or special meeting called for that purpose. Any proposed changes are subject to review and approval of the City Council.

I HEREBY CERTIFY that the above Bylaws were adopted the 4th day of June, 2013.


Jon Rose, BRA Administrator

[Annotation: Article III Officers, Section 7 Executive Committee amended to be authorized to spend up to \$5,000.00. Approved by BRA 7/27/06]

[Annotation: As approved by the City Council at their June 2, 2009 Meeting – Council authorized the bylaw amendments for all Boards and Commissions to include the new Board Absences language; directed all boards or commissions to implement and follow these changes as Council has requested; and authorized the Mayor to sign the amended bylaws. Approved by BRA 7/7/09]

[Annotation: Article II Directors, Section 2, Board of Directors was amended to add “BRA Board members are to be city residents or persons with an interest in property in the City of Manistee.” Article III Officers, Section 2. Nomination, Election and Term of Office was amended by adding “any Brownfield Redevelopment Authority Board member present at the meeting” DELETING “a omination committee composed of three members appointed by the Chairperson. The term of each office shall be for one (1) year. Each officer shall hold office until his/her successor is appointed. No persons shall hold the same office for more than three successive terms.” Approved by BRA 9/7/10]

[Annotation: Article II, Directors, Section 2, Board of Directors was amended to delete “unless an EDC, DDA, TIFA, or LDFA board was appointed.” Section 7, Meetings, was amended to delete “second calendar quarter of each year” and add “third calendar quarter of each year.” Article VII, Review and Amendments, was amended to change “Organizational Meeting” to “Annual Meeting.” Article III, Officers, Section 2, Nomination, Election and Term of Office was amended to delete “during the second calendar quarter of each year” and add “during the third calendar quarter of each year.” Approved by BRA 6/7/11]

[Annotation: Article 2, Directors, Section 2.7 Meetings was amended by adding: “Regular meetings of the Brownfield Redevelopment Authority shall be held in each calendar quarter of each year. In no event shall there be less than four (4) meetings per year. The Board shall hold an Annual Meeting in January” deleting “during the third calendar quarter” and Article 3 Officers, Se3ction 3.2 Nomination, Election and Term of Office adding “held in January” deleting “during the third calendar quarter”]

Approved by the City of Manistee Council

6/18/2013
Date


Colleen Kenny, Mayor

365 January 2016

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
1						1	2
2	3	4	5	6	7	8	9
3	10	11	12	13	14	15	16
4	17	18	19	20	21	22	23
5	24	25	26	27	28	29	30
6	31						

365 February 2016

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
6		1	2	3	4	5	6
7	7	8	9	10	11	12	13
8	14	15	16	17	18	19	20
9	21	22	23	24	25	26	27
10	28	29					

365 March 2016

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
10		1	2	3	4	5	
11	6	7	8	9	10	11	12
12	13	14	15	16	17	18	19
13	20	21	22	23	24	25	26
14	27	28	29	30	31		

365 April 2016

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
14						1	2
15	3	4	5	6	7	8	9
16	10	11	12	13	14	15	16
17	17	18	19	20	21	22	23
18	24	25	26	27	28	29	30

365 May 2016

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
19	1	2	3	4	5	6	7
20	8	9	10	11	12	13	14
21	15	16	17	18	19	20	21
22	22	23	24	25	26	27	28
23	29	30	31				

365 June 2016

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
23				1	2	3	4
24	5	6	7	8	9	10	11
25	12	13	14	15	16	17	18
26	19	20	21	22	23	24	25
27	26	27	28	29	30		

365 July 2016

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
27						1	2
28	3	4	5	6	7	8	9
29	10	11	12	13	14	15	16
30	17	18	19	20	21	22	23
31	24	25	26	27	28	29	30
32	31						

365 August 2016

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
32		1	2	3	4	5	6
33	7	8	9	10	11	12	13
34	14	15	16	17	18	19	20
35	21	22	23	24	25	26	27
36	28	29	30	31			

365 September 2016

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
36					1	2	3
37	4	5	6	7	8	9	10
38	11	12	13	14	15	16	17
39	18	19	20	21	22	23	24
40	25	26	27	28	29	30	

365 October 2016

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
40							1
41	2	3	4	5	6	7	8
42	9	10	11	12	13	14	15
43	16	17	18	19	20	21	22
44	23	24	25	26	27	28	29
45	30	31					

365 November 2016

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
45		1	2	3	4	5	
46	6	7	8	9	10	11	12
47	13	14	15	16	17	18	19
48	20	21	22	23	24	25	26
49	27	28	29	30			

365 December 2016

	Sun	Mon	Tue	Wed	Thu	Fri	Sat
49					1	2	3
50	4	5	6	7	8	9	10
51	11	12	13	14	15	16	17
52	18	19	20	21	22	23	24
53	25	26	27	28	29	30	31

- 1 Jan** New Year's Day
- 18 Jan** Martin Luther King Day
- 9 Feb** Mardi Gras Carnival
- 12 Feb** Lincoln's Birthday
- 14 Feb** Valentine's Day
- 15 Feb** Presidents Day
- 13 Mar** Daylight Saving (Start)

- 17 Mar** St. Patrick's Day
- 25 Mar** Good Friday
- 27 Mar** Easter
- 28 Mar** Easter Monday
- 1 Apr** April Fool's Day
- 5 May** Cinco de Mayo
- 8 May** Mother's Day

- 15 May** Pentecost
- 16 May** Pentecost Monday
- 21 May** Armed Forces Day
- 30 May** Memorial Day
- 14 Jun** Flag Day
- 19 Jun** Father's Day
- 4 Jul** Independence Day

- 5 Sep** Labor Day
- 11 Sep** September 11th
- 17 Sep** Citizenship Day
- 23 Sep** Native American Day
- 10 Oct** Columbus Day
- 15 Oct** Sweetest Day
- 17 Oct** Boss's Day

- 31 Oct** Halloween
- 6 Nov** Daylight Saving (End)
- 11 Nov** Veterans' Day
- 24 Nov** Thanksgiving
- 7 Dec** Pearl Harbor
- 25 Dec** Christmas Day
- 31 Dec** New Year's Eve