MANISTEE CITY BROWNFIELD REDEVELOPMENT AUTHORITY

June 12, 2018

2:00 pm - Council Chambers, City Hall

AGENDA

1. CALL TO ORDER

2. ROLL CALL

3. ANNUAL BUSINESS

Oath/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.

Election of Officers

According to the By-Laws of the City of Manistee Brownfield Redevelopment Authority the annual election of Officers is held at the annual meeting in January. A quorum was not present at the January meeting.

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 2018.

Vice-Chair - The Brownfield Redevelopment Authority will select a Vice Chair for 2018.

Secretary/Treasurer - The Brownfield Redevelopment Authority will select a Secretary for 2018.

Appointment of a Recording Secretary 2018

The Brownfield Redevelopment Authority Bylaws allow for the appointment of a Recording Secretary to record minutes of the meetings.

At this time the Brownfield Redevelopment Authority Secretary may appoint Angela Rabb as Recording Secretary for 2018.

4. PUBLIC COMMENTS

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

5. CORRESPONDENCE

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

6. APPROVAL OF AGENDA

At this time the Brownfield Redevelopment Authority can act to approve the June 12, 2018 agenda.

7. APPROVAL OF MINUTES

At this time the Brownfield Redevelopment Authority can act to approve the December 5, 2017 meeting minutes.

8. PUBLIC HEARING

None

9. FINANCIAL REPORTS

At this time the Brownfield Redevelopment Authority can act to approve the financial reports.

- Balance Sheet
- Revenue & Expense

10. OLD BUSINESS

Size of the Board

A request was made by the Brownfield Administrator at the December 5, 2017 meeting to have the Brownfield Authority reduce the size of the board from seven to five members as is authorized in the Bylaws. This request was tabled until the June meeting in the hopes that members could be recruited to the Board. This has not occurred as the two vacancies have been advertised repeatedly and no one has applied.

At this time the Brownfield Redevelopment Authority can act to recommend to City Council that the size of the Board be reduced from seven to five members.

11. NEW BUSINESS

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.

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

Approval of Budget

The Brownfield Redevelopment Authority fiscal year runs from July 1 to June 30. The Brownfield Administrator has prepared a budget for consideration.

At this time the Brownfield Redevelopment Authority can act to adopt the FY 2019 budget.

Approval of Reimbursement of South Washington Area Eligible Expenses and Admin Fees
The Brownfield Redevelopment Authority must approve expenses submitted for reimbursement pursuant to adopted Brownfield plans. The BRA has received a request for reimbursement of infrastructure expenses incurred by the City of Manistee. The BRA must also approve the Administrative fees charged to the Brownfield Plan. The Brownfield Redevelopment Authority is requesting

At this time the Brownfield Redevelopment Authority can act to approve reimbursement and administrative fees for the South Washington Area Brownfield project.

Approval of TIF Reimbursement of 334 River Street (Matthews) Administrative Fees
The Brownfield Redevelopment Authority must approve the Administrative fees charged to the Brownfield Plan.

At this time the Brownfield Redevelopment Authority can act to approve administrative fees for the 334 River Street (Matthews) Brownfield project.

Termination of Contract with Eftaxiadis Consulting LLC
T. Eftaxiadis, Managing Member of Eftaxiadis Consulting, LLC has requested to terminate his contract pursuant to section 4 of the agreement effective no later than September 30, 2018.

No action is required on this item.

12. STAFF REPORTS

Staff will update the Brownfield Redevelopment Authority on the status of current projects and any other information the Commissioners should be aware of.

13. NEXT MEETING DATE(S)

14. MEMBERS DISCUSSION

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

15. ADJOURN

City of Manistee

BROWNFIELD REDEVELOPMENT AUTHORITY
OATH OF OFFICE

State of Michigan
County of Manistee
City of Manistee

I, _____ do hereby solemnly swear that I will support the Constitution of the United States, the Constitution of this State, and faithfully discharge the duties as a **MEMBER AND/OR OFFICER of the BROWNFIELD REDEVELOPMENT AUTHORITY** of the City of Manistee, to the best of my ability.

I further hereby certify that I have not violated any of the provisions governing municipal elections, as provided in Chapter 13, Sections 13-14 of the Charter of the City of Manistee, Michigan.

I further hereby certify that I have read and understood Section 2.6 of the City of Manistee Brownfield Redevelopment Authority Bylaws that requires disclosing direct conflicts of interest.

_____

Signature Date

_____

Attest Signature Date

Edward Bradford, Brownfield Administrator

MANISTEE CITY BROWNFIELD REDEVELOPMENT AUTHORITY

70 Maple Street
Manistee, MI 49660

MEETING MINUTES
December 5, 2017

A meeting of the Manistee City Brownfield Redevelopment Authority was held on December 5, 2017 at 2 pm in the Council Chambers, City Hall, 70 Maple Street, Manistee, Michigan.

Meeting was called to order at 2:17 pm by Brownfield Administrator Bradford, in the absence of the Chair & Vice Chair.

Roll Call:

Members Present:	Steve Brower, Megan Kempf, Jeffrey Stege, Roger Yoder
Members Absent:	Marlene McBride, Vacancy (2)
Others:	T. Eftaxiadis (BRA Consultant), Ed Bradford (BRA Administrator), Denise Blakeslee (Planning & Zoning Director) and others

Vacancy of Chair/Vice Chair

At this time the Brownfield Redevelopment Authority addressed the vacancy of the position of Chair and Vice Chair as provided in Section 3.4 of the By Laws.

Kemph nominated Stege to serve as Chair for the remainder of the 2017 term. Supported by Brower. No other nominations.

By unanimous voice vote Stege will serve as Chair for the remainder of the 2017 term.

Yoder nominated Kemph to serve as Vice Chair for the remainder of the 2017 term. Supported by Stege. No other nominations

By unanimous voice vote Kemph will serve as Vice Chair for the remainder of the 2017 term.

Chair Stege took his seat and conducted the meeting.

Ms. Blakeslee is unable to take minutes for the meeting. Bradford was appointed by the board to act as Recording Secretary for the meeting.

APPROVAL OF AGENDA

Motion by Brower, seconded by Yoder that the agenda be approved as prepared.

Motion passed unanimously.

APPROVAL OF MINUTES

Motion by Kemph, seconded by Yoder that the minutes of the June 6, 2017 Brownfield Redevelopment Authority Meeting be approved with the spelling of Commissioner Kemph's name corrected.

Motion passed unanimously.

PUBLC HEARING

None

FINANCIAL REPORTS

Approval of Invoices

Members reviewed the summary of paid invoices.

VENDOR NAME	DATE	INVOICE NUMBER	INVOICE AMOUNT	SERVICE DESCRIPTION
Eftaxiadis Consulting LLC.	8/1/17	CMBRA-1707	562.50	Professional and Consulting Services
TOTAL:			**$562.50**	

MOTION by Yoder seconded by Brower to approve previously paid invoices.

Motion passed unanimously.

Financial Statements - Finance Director and Brownfield Administrator Ed Bradford gave a financial status update on the Brownfield Redevelopment Authority Funds.

MOTION by Brower, seconded by Yoder to accept the financial report.

Motion passed unanimously.

NEW BUSINESS

Project Updates

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

Hotel Northern

The BRA has anticipated receiving information from the owners to review. They are aware what is reimbursable. However, there has been no contact with them in some time. The DDA has talked to them.

Music Vault

The owners are methodically moving thru the process. They have a consultant on board. They are continuing their due diligence and planning and we should be receiving an application soon.

SWA

Edgewater is complete. No reimbursable costs have been received for review. North Channel Outlet is about 2/3 done. Eftaxiadis reiterated that he is a part owner. MEDC has awarded a CRP grant. The project is anticipated to be complete in March or April.

Others

American Materials has acquired adjacent property. The City has communicated with them about the need to cap some monitoring wells that were installed as part of an EPA grant.

Application Forms

Staff reviewed existing application forms for the Brownfield Redevelopment Authority. Discussed the new developer forms that the City had created to streamline the process. The new City forms do not ask for all the information that the existing BRA forms do, nor address the pre-application.

Consensus that the Brownfield Redevelopment Authority continue to use the existing forms and that the Brownfield Administrator work with the City to incorporate any missing pieces into the new Developer Assistance Application and then present the revised forms at a later meeting for review and potential adoption.

Membership

Staff discussed with the members the option of reducing the number of members from seven to five.

The Board understood the difficulty in getting members and in ensuring a quorum for meetings. However, they were equally concerned with getting more qualified people on the Board. Discussed the need to recruit new Board Members.

Motion by Kemph seconded by Brower to table until the June meeting or first meeting thereafter the request that City Council reduce the size Brownfield Redevelopment Authority from seven to five members as allowed by the Brownfield Redevelopment Financing Act MCL 125.2655.

Motion passed unanimously.

OLD BUSINESS

None

PUBLIC COMMENTS AND COMMUNICATIONS

Chair Stege asked the public in attendance if they had any comments. No comments were received.

CORRESPONDENCE

Chair Stege asked if any correspondence had been received. Bradford again discussed the communication with Rieth-Riley\American materials about the monitoring wells.

STAFF REPORTS

T. Eftaxiadis, BRA Consultant -

Eftaxiadis commented that meetings must be of interest to the members and that there be relevant information to discuss. Otherwise, people lose interest and getting a quorum is difficult. He suggested that meetings be bi-monthly.

Ed Bradford, BRA Administrator –

Meetings will likely be videotaped in the future as the technology is now available.

MEMBERS DISCUSSION

None.

The next regular meeting of the Brownfield Redevelopment Authority will be held on January 9, 2018 at 2:00 PM in the City Council Chambers at City Hall/

ADJOURNMENT

Motion by Yoder, seconded by Brower that the meeting be adjourned. Motion passed unanimously.

Meeting adjourned at 3:23 pm

MANISTEE CITY BROWNFIELD REDEVLOPMENT AUTHORITY

_____

Acting as Recording Secretary

BALANCE SHEET FOR MANISTEE CITY
Period Ending 05/31/2018

Fund 243 BROWNFIELD REDEVELOPMENT AUTHO

GL Number	Description	Balance
*** Assets ***		
243-000-001.000	CASH - CHECKING	28,623.63
Total Assets		**28,623.63**
*** Liabilities ***		
243-000-210.000	TAX CAPTURE PAYABLE	14,535.60
Total Liabilities		**14,535.60**
*** Fund Balance ***		
243-000-390.000	FUND BALANCE	14,940.53
Total Fund Balance		**14,940.53**
Beginning Fund Balance		**14,940.53**
Net of Revenues VS Expenditures		**(852.50)**
Ending Fund Balance		**14,088.03**
Total Liabilities And Fund Balance		**28,623.63**

REVENUE AND EXPENDITURE REPORT FOR MANISTEE CITY

PERIOD ENDING 05/31/2018

GL NUMBER	DESCRIPTION	2017-18 ORIGINAL BUDGET	2017-18 AMENDED BUDGET	YTD BALANCE 05/31/2018 NORM (ABNORM)	UNENCUMBERED BALANCE	% BDGT USED	ENCUMBERED YEAR-TO-DATE
Fund 243 - BROWNFIELD REDEVELOPMENT AUTHO							
Revenues							
Dept 000							
243-000-402.000	TAXES - REAL/PERSONAL PROPERT	0.00	14,000.00	0.00	14,000.00	0.00	0.00
243-000-540.000	STATE GRANT - OTHER	0.00	0.00	0.00	0.00	0.00	0.00
243-000-626.000	CHARGE FOR SERVICE	0.00	4,000.00	0.00	4,000.00	0.00	0.00
243-000-665.000	INVESTMENT - INTEREST	0.00	0.00	0.00	0.00	0.00	0.00
243-000-676.000	REIMBURSEMENT	0.00	0.00	0.00	0.00	0.00	0.00
243-000-699.000	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 000		0.00	18,000.00	0.00	18,000.00	0.00	0.00
TOTAL REVENUES		0.00	18,000.00	0.00	18,000.00	0.00	0.00
Expenditures							
Dept 000							
243-000-752.000	SUPPLIES - OPERATING	0.00	0.00	0.00	0.00	0.00	0.00
243-000-801.000	PROFESSIONAL & CONSULTING SER	0.00	3,000.00	562.50	2,437.50	18.75	0.00
243-000-900.000	PRINTING & PUBLISHING	0.00	0.00	0.00	0.00	0.00	0.00
243-000-913.000	TRAVEL & TRAINING	0.00	0.00	0.00	0.00	0.00	0.00
243-000-915.000	MEMBERSHIPS & DUES	0.00	0.00	290.00	(290.00)	100.00	0.00
243-000-955.000	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	0.00	0.00	0.00
243-000-995.000	TRANSFERS OUT	0.00	0.00	0.00	0.00	0.00	0.00
Total Dept 000		0.00	3,000.00	852.50	2,147.50	28.42	0.00
TOTAL EXPENDITURES		0.00	3,000.00	852.50	2,147.50	28.42	0.00
Fund 243 - BROWNFIELD REDEVELOPMENT AUTHO:							
TOTAL REVENUES		0.00	18,000.00	0.00	18,000.00	0.00	0.00
TOTAL EXPENDITURES		0.00	3,000.00	852.50	2,147.50	28.42	0.00
NET OF REVENUES & EXPENDITURES		0.00	15,000.00	(852.50)	15,852.50	5.68	0.00

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, 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 form 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. 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 excluded, 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 depositaries 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 3rd day of January, 2017.

Edward Bradford, 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 nomination 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"]

[Annotation: Article 2, Directors, Section 2.7 Meetings was amended by deleting: "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." APPROVED BY BRA 1/3/17]

Approved by the City of Manistee Council

01/17/2017

Date

James Smith, Mayor

City of Manistee Brownfield Redevelopment Authority

Proposed FY 2019 Budget

243 Brownfield Authority	Actual 2016	Actual 2017	Projected 2018	Proposed 2019	Notes
402.000 Real & Personal Property Tax	$339	$0	$0	$0	
501.000 Federal Grant	0	0	0	0	
539.000 State Grants	0	0	0	0	
626.000 Charge for Service	0	0	3,000	5,000	Various applicants
Administration Fee	0	0	4,439	3,500	Brownfield plan administrative fees
676.000 Reimbursement	9,140	9,140	0	0	American Materials loan
699.000 Operating Transfer In	0	0	0	0	
Total Revenues	**$9,479**	**$9,140**	**$7,439**	**$8,500**	
752.000 Operating Supplies	$75	$14	50	500	
801.000 Professional & Consulting Services	13,399	1,961	1,500	5,000	Consultant
820.000 Administration	0	0	4,000	4,000	City staff time
913.000 Travel & Training Expense	0	0	0	500	MEDA Conferences\Workshops
915.000 Memberships & Dues	0	0	290	300	MEDA
900.000 Printing & Publishing	0	0	0	200	
970.000 Capital Outlay	0	0	0	0	
999.000 Transfer Out	0	0	0	0	
991.001 Amer. Mat Loan	9,140	9,140	0	0	
Total Expenses	**$22,614**	**$11,115**	**$5,840**	**$10,500**	
Net Income\Loss	**-$13,134**	**-$1,975**	**$1,599**	**-$2,000**	

City of Manistee

Administrative Services

Clerk | Finance | Treasury | IT | Assessing | Facilities | Ramsdell

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Memo to: City of Manistee Brownfield Redevelopment Authority
T. Eftaxiadis, Consultant

From: Edward Bradford, CFO **ENB**

Re: South Washington Area TIF Reimbursement

Date: June 8, 2018

BRA Board Members,

The South Washington Area Brownfield Plan ("Plan") included in its budget of reimbursable public infrastructure expenses $1,195,000 for sewer improvements. Specifically, this was for a sanitary sewer replacement and a pump station enlargement and renovation. Please see the attached budget from the plan.

The City has completed these projects at a total cost of $2,040,378 and is now requesting reimbursement for these costs (as TIF captured amounts allow) up to the full amount of the budget. We would like to reserve the right to come back at a later date and request a budget amendment, if desired, to reallocate costs among the various public infrastructure projects.

The invoices for the work completed have been submitted to the brownfield consultant and he will be reporting on the eligibility of the invoices at the meeting.

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

		INCREMENTAL TAX CAPTURE			
ACTIVITY	COST	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**

City of Manistee

Administrative Services

Clerk | Finance | Treasury | IT | Assessing | Facilities | Ramsdell

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Memo to: City of Manistee Brownfield Redevelopment Authority
T. Eftaxiadis, Consultant

From: Edward Bradford, Brownfield Administrator **ENB**

Re: 334 Matthews Reimbursement

Date: June 8, 2018

BRA Board Members,

The 334 River Street (Matthews) Brownfield Plan ("Plan") included in its budget $10,000 of BRA administrative costs. Please see the attached budget from the plan.

Due to declining property values shortly after the plan was adopted, and a tax appeal by the owner, the project has only generated about $1,000 of TIF revenue. Furthermore, the developer has not submitted any application for reimbursement of eligible expenses.

I recommend the BRA apply all TIF revenues received to the administrative fee, as it has first priority.

Furthermore, we will be completing the necessary steps to close out this Brownfield Plan over the next few months.

ATTACHMENT A - Eligible Activities and Eligible Costs
334 River Street Redevelopment

		INCREMENTAL TAX CAPTURE			
ACTIVITY	COST	SCHOOL	SCHOOL	LOCAL	LOCAL
ENVIRONMENTAL (MDEQ)					
Removal/Disposal Contaminated Wood Floors, Joists, Walls, Beams	$34,000	42.9%	$14,586	57.1%	$19,414
Capping Contaminated Soil, Ash, Debris – SE Crawl Space	$5,500	42.9%	$2,360	57.1%	$3,141
Removal/Disposal Contaminated Soil, Ash, Debris – East Sub-Basement	$12,000	42.9%	$5,148	57.1%	$6,852
Removal/Disposal Contaminated Soil, Coal Residue – Old Furnace Area	$5,000	42.9%	$2,145	57.1%	$2,855
Removal/Disposal Contaminated Oily Soil, Ash, Debris – NW Sub-Basement	$14,000	42.9%	$6,006	57.1%	$7,994
Capping Contaminated Soil, Ash, Debris – NW Sub-Basement	$6,500	42.9%	$2,789	57.1%	$3,712
ACM Disposal – Old Furnace Area	$12,000	42.9%	$5,148	57.1%	$6,852
ACM Disposal – Retail Spaces	$8,000	42.9%	$3,432	57.1%	$4,568
Auto Hoist Draining and Removal	$27,000	42.9%	$11,583	57.1%	$15,417
	$0	42.9%	$0	57.1%	$0
MDEQ Work Plan Preparation	$2,000	42.9%	$858	57.1%	$1,142
Contingency on Environmental Activities (15%)	$18,900	42.9%	$8,108	57.1%	$10,792
Subtotal:	**$144,900**		**$62,162**		**$82,738**
SITE PREPARATION (MEGA)					
ACM Abatement – Old Furnace Area and Retail Spaces	$16,000	42.9%	$6,864	57.1%	$9,136
LBP Abatement – North Exterior Surfaces (remaining)	$18,000	42.9%	$7,722	57.1%	$10,278
Demolition/Stabilization – NE Building Section	$22,000	42.9%	$9,438	57.1%	$12,562
Misc Structures Demolition/Removal	$8,000	42.9%	$3,432	57.1%	$4,568
	$0	42.9%	$0	57.1%	$0
	$0	42.9%	$0	57.1%	$0
Contingency (15%)	$9,600	42.9%	$4,118	57.1%	$5,482
Subtotal:	**$73,600**		**$31,574**		**$42,026**
INFRASTRUCTURE IMPROVEMENTS (MEGA)					
Sidewalk and Curb Cuts Repairs	$4,000	42.9%	$1,716	57.1%	$2,284
	$0	42.9%	$0	57.1%	$0
	$0	42.9%	$0	57.1%	$0
MEDC Work Plan Preparation	$2,000	42.9%	$858	57.1%	$1,142
Contingency (15%)	$900	42.9%	$386	57.1%	$514
Subtotal:	**$6,900**		**$2,960**		**$3,940**
Reimbursable Eligible Costs Subtotal:	**$225,400**		**$96,697**		**$128,703**
MDEQ/MEDC and BRA Work Plan Review/Processing	$3,000	42.9%	$1,287	57.1%	$1,713
Reimbursable Eligible Costs Total:	**$228,400**	**42.9%**	**$97,984**	**57.1%**	**$130,416**
BRA Administrative Cost	$10,000	0.0%	$0	100.0%	$10,000
Total Incremental Tax Capture:	**$238,400**		**$97,984**		**$140,416**

AGREEMENT

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

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

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

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

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

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

Dated: 4/28, 2015

City of Manistee Brownfield Redevelopment Authority

By _____

Its Chair

Dated: April 28, 2015

Eftaxiadis Consulting, Inc.

By _____

Its President

Dated: April 28, 2015

Eftaxiadis Consulting, LLC

By _____

Its Managing Member

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

INDEPENDENT CONTRACTOR AGREEMENT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Subscribed and sworn to before me this 24th day of February, 2012

Beverly Pahoski
Notary Public
For the County of Manistee
My Commission Expires: 11/28/2016

EFTAXIADIS CONSULTING INC.

Print Name: T. Eftaxiadis

Subscribed and sworn to before me this 24th day of February, 2012

Beverly Pahoski
Notary Public
For the County of Manistee
My Commission Expires: 11/28/2016

CITY OF MANISTEE BROWNFIELD REDEVELOPMENT AUTHORITY

By: Clinton McKinven - Copus

Its: Chairperson

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