

MANISTEE CITY BROWNFIELD REDEVELOPMENT AUTHORITY

December 18, 2018

3:00 pm - Council Chambers, City Hall

AGENDA

1. CALL TO ORDER

2. ROLL CALL

3. APPROVAL OF AGENDA

At this time the Brownfield Redevelopment Authority can act to approve the December 18, 2018 agenda.

4. PUBLIC HEARING

None

5. PUBLIC COMMENTS

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

6. CORRESPONDENCE

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

7. APPROVAL OF MINUTES

At this time the Brownfield Redevelopment Authority can act to approve the October 30, 2018 meeting minutes.

8. FINANCIAL REPORTS

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

- Balance Sheet
- Revenue & Expense

9. OLD BUSINESS

Consideration of Entering into an Agreement with Fishbeck, Thompson, Carr & Huber, Inc.

The BRA conducted an RFQ\RFP process for as new brownfield consultant. A committee consisting of Chair Meagan Kempf, Administrator Ed Bradford and current consultant T. Eftaxiadis conducted interviews with the three finalists and recommends that Fishbeck, Thompson, Carr & Huber, Inc. be selected. The City Attorney has prepared an agreement which FTCH has executed.

At this time the Brownfield Redevelopment Authority can act to approve an agreement with Fishbeck, Thompson, Carr & Huber Inc. for professional & consulting services.

10. NEW BUSINESS

None

11. 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.

12. NEXT MEETING DATE(S)

Tuesday, January 15, 2018

13. MEMBERS DISCUSSION

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

14. ADJOURN

MANISTEE CITY BROWNFIELD REDEVELOPMENT AUTHORITY

70 Maple Street
Manistee, MI 49660

MEETING MINUTES

October 30, 2018

A meeting of the Manistee City Brownfield Redevelopment Authority was held on October 30, 2018 at 2:00 pm in the Council Chambers, City Hall, 70 Maple Street, Manistee, Michigan.

Meeting was called to order at 2:01 pm by Chairperson Kempf.

Roll Call:

Members Present: Meagan Kempf, Marlene McBride, Kipp Pomranky, Jeffrey Stege, Roger Yoder

Others: T. Eftaxiadis (BRA Consultant), Ed Bradford (BRA Administrator), and others

APPROVAL OF AGENDA

Motion by McBride, seconded by Yoder that the agenda be approved.

Motion passed unanimously.

PUBLIC HEARING

None

PUBLIC COMMENTS

None

CORRESPONDENCE

None

APPROVAL OF MINUTES

Motion by Yoder, seconded by Stege that the minutes of the June 12, 2018 Brownfield Redevelopment Authority Meeting be approved with the terms of Eftaxiadis' contract to be corrected as follows: The BRA should consider using Manistee County's consultant for North Channel since Eftaxiadis has a conflict of interest.

Motion passed unanimously.

FINANCIAL REPORTS

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

Motion by McBride, seconded by Stege to accept the financial report.

Motion passed unanimously.

OLD BUSINESS

None

NEW BUSINESS

Approval of Reimbursement of South Washington Area Eligible Expenses (River Parc, LLC)

Submittal #1, dated September 25, 2018, requests reimbursement for construction, design, and engineering expenses for the Short Street retaining wall. Eligible expenses are \$383,053, plus interest accrued on this principal starting with completion of wall and continuing during the full reimbursement period.

Submittal #2, dated September 25, 2018, requests reimbursement for redevelopment expenses associated with interior demolition, site grading and balancing, preparation of Brownfield plan and Act 381 work plan, environmental assessments and due care planning. Eligible expenses are \$44,960, plus interest accrued on principal during the full reimbursement period.

Motion by Yoder, seconded by McBride to approve reimbursement of eligible expenses of \$383,053, plus applicable interest, for Submittal #1, and \$44,960, plus applicable interest for Submittal #2.

Motion passed unanimously.

Eftaxiadis explained that the reimbursement period for private contractors is approximately nine (9) years and 30 years for City expenses.

Requests for Proposals – Brownfield Consultant

The Brownfield Redevelopment Authority issued a Request for Qualifications and Cost Proposal – Brownfield Redevelopment Consulting Services on October 9, 2018. The BRA received seven (7) responses. The Brownfield Consultant and the Brownfield Administrator reviewed the responses. Based on the responses received, the BRA agreed that a committee composed of the BRA Consultant, Administrator, and Chair interview the top three (3) firms. Tentatively, the interviews will take place on Monday November 19, 2018. After the completion of these interviews, a final recommendation will be made to the Authority at its next meeting.

No action taken.

STAFF REPORTS

There have been inquiries for Brownfield projects from:

Music Vault
Manistee Vocational Building
Joslin Cove

NEXT MEETING DATES

The BRA decided to tentatively meet on Tuesday December 4, 2018 at 2:00 p.m. at City of Manistee, 70 Maple St., Manistee, MI 49660 – Council Chambers; if work on the consultant selection was complete.

MEMBERS DISCUSSION

None.

The next regular meeting of the Brownfield Redevelopment Authority will be tentatively scheduled for Tuesday December 4, 2018 at 2:00 PM in the City Council Chambers at City Hall.

ADJOURNMENT

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

Meeting adjourned at 3:05 pm

MANISTEE CITY BROWNFIELD REDEVELOPMENT AUTHORITY

Angela L. Rabb, Recording Secretary

Fund 243 BROWNFIELD REDEVELOPMENT AUTHO

GL Number	Description	Balance
*** Assets ***		
243-000-001.000	CASH - CHECKING	33,417.20
243-000-123.000	PREPAID EXPENSES	241.67
Total Assets		33,658.87
*** Liabilities ***		
243-000-210.000	TAX CAPTURE PAYABLE	17,418.50
Total Liabilities		17,418.50
*** Fund Balance ***		
243-000-390.000	FUND BALANCE	18,767.42
Total Fund Balance		18,767.42
Beginning Fund Balance		18,767.42
Net of Revenues VS Expenditures		(2,527.05)
Ending Fund Balance		16,240.37
Total Liabilities And Fund Balance		33,658.87

PERIOD ENDING 11/30/2018

GL NUMBER	DESCRIPTION	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		AMENDED BUDGET	11/30/2018 (NORMAL (ABNORMAL))	MONTH 11/30/2018 (INCREASE (DECREASE))	BALANCE (NORMAL (ABNORMAL))	
Fund 243 - BROWNFIELD REDEVELOPMENT AUTHO						
Revenues						
Dept 000						
243-000-402.000	TAXES - REAL/PERSONAL PROPERT	0.00	0.00	0.00	0.00	0.00
243-000-540.000	STATE GRANT - OTHER	0.00	0.00	0.00	0.00	0.00
243-000-626.000	CHARGE FOR SERVICE	5,000.00	0.00	0.00	5,000.00	0.00
243-000-626.001	BROWNFIELD ADMINISTRATION SERVICES	3,500.00	0.00	0.00	3,500.00	0.00
243-000-665.000	INVESTMENT - INTEREST	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
243-000-699.000	TRANSFERS IN	0.00	0.00	0.00	0.00	0.00
Total Dept 000		8,500.00	0.00	0.00	8,500.00	0.00
TOTAL REVENUES		8,500.00	0.00	0.00	8,500.00	0.00
Expenditures						
Dept 000						
243-000-752.000	SUPPLIES - OPERATING	500.00	0.00	0.00	500.00	0.00
243-000-801.000	PROFESSIONAL & CONSULTING SER	5,000.00	2,362.50	2,362.50	2,637.50	47.25
243-000-803.000	ADMINISTRATION	4,000.00	0.00	0.00	4,000.00	0.00
243-000-900.000	PRINTING & PUBLISHING	200.00	59.55	0.00	140.45	29.78
243-000-913.000	TRAVEL & TRAINING	500.00	105.00	0.00	395.00	21.00
243-000-915.000	MEMBERSHIPS & DUES	300.00	0.00	0.00	300.00	0.00
243-000-955.000	MISCELLANEOUS EXPENSE	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
Total Dept 000		10,500.00	2,527.05	2,362.50	7,972.95	24.07
TOTAL EXPENDITURES		10,500.00	2,527.05	2,362.50	7,972.95	24.07
Fund 243 - BROWNFIELD REDEVELOPMENT AUTHO:						
TOTAL REVENUES		8,500.00	0.00	0.00	8,500.00	0.00
TOTAL EXPENDITURES		10,500.00	2,527.05	2,362.50	7,972.95	24.07
NET OF REVENUES & EXPENDITURES		(2,000.00)	(2,527.05)	(2,362.50)	527.05	126.35

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 **FISHBECK, THOMPSON, CARR AND HUBER, INC.**, a Michigan corporation ("Independent Contractor") of 1515 Arboretum Drive, SE, Grand Rapids, MI 49546.

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:
 - a.) Coordinate the implementation of the CMBRA's Brownfield Redevelopment Planning program, including, but not limited to:
 - i. Consultation with CMBRA Administrator, developers and other parties.
 - ii. Administrative/technical review of applications for redevelopment incentives.
 - iii. Preparation of Development & Reimbursement Agreements between CMBRA, City and developers and coordination with CMBRA's legal counsel.
 - iv. Preparation of BRA Plan and Tax Increment Financing (TIF) tables.
 - v. Conferences and meetings with developers, MDEQ, MSHDA and the Michigan Economic Development Corporation (MEDC).
 - vi. Scheduling CMBRA and City Council meetings, preparation of resolutions, and preparation and posting of public notices of hearings and meetings.
 - vii. Presentation, discussion and approval of BRA Plan, Brownfield (Act 381) Work Plan, and Development & Reimbursement Agreement at CMBRA meetings.
 - viii. Presentation and discussion of BRA Plans at City Council hearings and meetings.
 - ix. Preparation and/or review of Brownfield (Act 381) Work Plan and coordination of approvals by MDEQ and MEDC.
 - x. Review of developer's invoices for eligible costs of redevelopment project.
 - xi. Review of environmental assessment and remediation reports for redevelopment project.

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

- ii. 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 and/or contractors, making contract award recommendations, and drafting contract documents.
- iii. 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).
- iv. Provide coordination and oversight of consultant's and contractor's work, manage contracts, review/recommend approval of invoices, and track contractual budget(s).
- v. 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 or state 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:

Task	2019	2020	2021	2022	2023	Description
Travel Fee (time and expenses to Manistee)	\$375	\$375	\$375	\$375	\$375	Lump Sum
CMBRA Meeting Prep and Attendance	\$500	\$525	\$550	\$580	\$608	Lump Sum
Preparation of Brownfield Plans*	\$2,000	\$2,100	\$2,208	\$2,320	\$2,432	Lump Sum

As requested by the CMBRA, FTCH proposes the following fee guidance:

Hourly Professional Billing Rates						
Staff	2019	2020	2021	2022	2023	Role
Roman Wilson	\$125	\$131	\$138	\$145	\$152	Key Person
Brian Smits PE	\$125	\$131	\$138	\$145	\$152	Senior Engineer
Danielle Yoon	\$90	\$95	\$100	\$105	\$110	Grant Writer
Ashley Spicer	\$65	\$68	\$71	\$75	\$79	Admin Assistant
Andrew Schwallier	\$90	\$95	\$100	\$105	\$110	GIS/CAD

Other fees/charges:

- *Preparation of Act 381 Work Plan = \$2,500 lump sum (year 2019)
- Drafting of Development and Reimbursement Agreement = \$1,000 lump sum (year 2019)
- Markup on expenses and subcontractors = 5%

4. 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.
5. 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.
6. 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.
7. Independent Contractor shall pay all expenses involved in providing the Services and shall not be entitled to reimbursement from CMBRA for any expenses, except as may be otherwise

provided for herein. 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.

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 it 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 its 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 Independent Contractor or to which it 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.
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 equitable 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 to CMBRA 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 herein.
- 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 affect or limit the validity or enforceability of the other provisions hereof. This Agreement provides for services in Manistee County, Michigan and the parties agree that any unresolved dispute regarding this Agreement shall be resolved in the courts of Manistee County, Michigan.
- 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 document.

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

City of Manistee Brownfield Redevelopment Authority

 Meagan Kempf, Chair

Date: _____

 Edward Bradford, Administrator

Date: _____

Fishbeck, Thompson, Carr & Huber, Inc.



 Michael D. Colvin, Sr Vice President

Date: 12/6/18