

# MANISTEE CITY COUNCIL

## MEETING AGENDA

TUESDAY, FEBRUARY 16, 2016 – 7:00 P.M. – COUNCIL CHAMBERS

**I. Call to Order.**

- a.) PLEDGE OF ALLEGIANCE.
- b.) ROLL CALL.

**II. Public Hearings.**

**III. Citizen Comments on Agenda Related Items.**

**IV. Consent Agenda.** All agenda items marked with an asterisk (\*) are on the consent agenda and considered by the City Manager to be routine matters. Prior to approval of the Consent Agenda, any member of Council may have an item from the Consent Agenda removed and taken up during the regular portion of the meeting. Consent agenda items include:

- V. Approval of Minutes.
- VI. a.) Payroll.  
b.) Invoices.
- VIII. a.) Consideration of Historic District Commission Bylaws.
- IX. b.) Notification Regarding Next Work Session.

At this time Council could take action to approve the Consent Agenda as presented.

**\*V. Approval of Minutes.** Approval of the minutes of the February 2, 2016 regular meeting and the February 9, 2016 work session as attached.

**VI. Financial Report.**

- \*a.) PAYROLL.
- \*b.) INVOICES.

**VII. Unfinished Business.**

**VIII. New Business.**

**\*a.) CONSIDERATION OF HISTORIC DISTRICT COMMISSION BYLAWS.**

On February 2, 2016 the Historic District Commission amended Section 6 Annual Review of Bylaws from January to December. There are no other substantive changes.

At this time Council could take action to adopt bylaws for the Historic District Commission and authorize the Mayor to execute the document.

**b.) CONSIDERATION OF PARCEL SPLIT AND COMBINATION REQUEST FROM T. EFTAXIADIS AND VICKERS HANSEN.**

A request has been received from T. Eftaxiadis (817 Cherry Street) and Vickers Hansen (813 Cherry Street) for a parcel split and combination. The home at 815 Cherry Street was destroyed by a fire in 2014 and was not rebuilt. Adjoining property owners T. Eftaxiadis and Vickers Hansen purchased the property and are asking to divide the property in half and combine it with their parcels. The Planning Commission has reviewed and recommends this request.

At this time Council could take action to approve the request for a parcel split and combination request from T. Eftaxiadis and Vickers Hansen that would divide parcel 51-352-703-05 in half with the north 43.75 feet being combined with Mr. Hansen's parcel 51-352-703-03 and the south 43.75 feet being combined with Mr. Eftaxiadis' parcel 51-352-703-07.

**c.) CONSIDERATION OF A DEVELOPMENT AGREEMENT, MANISTEE CITY BROWNFIELD REDEVELOPMENT AUTHORITY AND MANISTEE INVESTMENT PARTNERS, LLC.**

On October 21, 2014 the City of Manistee approved a Brownfield Plan for the South Washington Area redevelopment project. The developer is now ready to proceed. A development agreement has been negotiated and approved by both the City of Manistee Brownfield Redevelopment Authority and the Developer. Council approval is now requested.

At this time Council could take action to approve a development agreement for the South Washington Area redevelopment project between the City, City of Manistee Brownfield Redevelopment Authority, and Manistee Investment Partners, LLC; and further authorize the Mayor and City Clerk to execute the agreement.

**IX. Notices, Communications, Announcements.**

a.) A REPORT FROM THE PUBLIC SAFETY DEPARTMENT.

A regular part of each Council meeting is a report from a cooperating agency, organization or department.

At this time Mr. Heath Darling will report on the activities of the Fire Department/EMS and respond to any questions the Council may have regarding their activities.

At this time Mr. Steve Schmeling will report on the activities of the Police Department and respond to any questions the Council may have regarding their activities.

No action is required on this item.

\*b.) NOTIFICATION REGARDING NEXT WORK SESSION.

A Council work session has been scheduled for Tuesday, March 9, 2016 at 7 p.m. A discussion will be conducted on Spring Trash Haul/Recycling, Strategic Plan; and such business as may come before the Council. No action is required on this item.

**X. Concerns and Comments.**

a.) CITIZEN COMMENT. This is an opportunity for citizens to comment on municipal services, activities or areas of City involvement. Citizens in attendance shall be recognized by the Mayor for comments (limited to five minutes). Letters submitted to Council will not be publicly read.

b.) OFFICIALS AND STAFF.

c.) COUNCILMEMBERS.

**XI. Adjourn.**

TNT:cl

**COUNCIL AGENDA ATTACHMENTS:**

Council Meeting Minutes – February 2, 2016

Council Work Session Minutes – February 9, 2016

2016-01-14 Invoices

2016-01-27 Invoices

Historic District Commission Bylaws

Parcel Split & Combination Request

South Washington Area Redevelopment Agreement

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## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – February 2, 2016

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A regular meeting of the Manistee City Council was called to order by her honor, Mayor Colleen Kenny on Tuesday, February 2, 2016 at 7:00 p.m. in the City Hall Council Chambers, 70 Maple Street, followed by the Pledge of Allegiance.

**PRESENT:** Colleen Kenny, Lynda Beaton, Roger Zielinski, Robert Goodspeed, James Smith, Mark Wittlieff.

**ABSENT:** Eric Gustad.

**ALSO PRESENT:** City Manager – Thad Taylor, City Attorney – George Saylor, City Clerk – Michelle Wright, DPW Director – Jeff Mikula, Finance Director – Ed Bradford, Public Safety Director – Dave Bachman, City Engineer – Shawn Middleton / Spicer Group.

### **CITIZEN COMMENTS ON AGENDA RELATED ITEMS.**

*None received.*

### **CONSENT AGENDA.**

- Minutes - January 19, 2016 - Regular Meeting
- Financial Reports
  - Cash Balances - December 2015
  - Quarterly Financial Update
  - Quarterly Investment Update
- Notification Regarding Next Work Session – February 9, 2016  
A discussion will be conducted on the Council Strategic Plan, Fireworks, Downtown Trees; and such business as may come before the Council.
- Consideration of Authorizing the Annual St. Patrick’s Day Parade.  
The Fraternal Order of Eagles is requesting permission to hold their annual St. Patrick’s Day Parade on Thursday, March 17, 2016 at 5 p.m. The parade would be staged at the Huntington Bank parking lot and run along Division Street, from First Street to the Eagles Lodge three blocks to the north. This request is subject to the appropriate department approvals.
- Consideration of Manistee World of Arts & Crafts Use of Red Szymarek Park.  
The Manistee World of Arts & Crafts is requesting the use of Red Szymarek Park for their 45<sup>th</sup> Annual Arts & Crafts Show to be held July 2 & 3, 2016. They would like Council approval to use the park starting June 30 through July 1 to allow time for set up. This request is subject to the appropriate department approvals.

**MOTION** by Goodspeed, second by Zielinski to approve the Consent Agenda as presented.

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## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – February 2, 2016

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With a roll call vote this motion passed unanimously.

AYES: Kenny, Beaton, Zielinski, Goodspeed, Smith, Wittlieff

NAYS: None

### **CONSIDERATION OF PROVIDING STAFF WITH ADDITIONAL DIRECTION ON PROPOSED DEER CULL.**

The U.S. Department of Agriculture (USDA) has identified one parcel of land as the only available location suitable for harvesting deer in the City. USDA representatives estimate 10 to 15 deer could be harvested over a three-day period in good conditions. Staff is requesting additional direction from Council on the continued feasibility of the proposed deer cull.

Considerable discussion followed regarding what direction to give.

MOTION by Wittlieff, second by Beaton to direct staff to investigate tranquilizing deer and culling them.

With a roll call vote this motion passed, 5-1.

AYES: Beaton, Zielinski, Goodspeed, Smith, Wittlieff

NAYS: Kenny

MOTION by Wittlieff, second by Beaton to direct staff to also explore other non-lethal methods of removing deer from the City and investigate any different methods that may come up.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Beaton, Zielinski, Goodspeed, Smith, Wittlieff

NAYS: None

### **CONSIDERATION OF APPLICATIONS TO BOARDS AND COMMISSIONS.**

The City Clerk has taken action to advertise vacancies on the Board of Review, Compensation Commission, Harbor Commission, Historic District Commission, Parks Commission, PEG Commission, Planning Commission, and the Zoning Board of Appeals.

All appointments by the Mayor are subject to the Council's approval, unless otherwise specified by statute or ordinance. Nominations for Council appointments do not require a second. After a member of Council nominates an individual for appointment, Council shall vote on the nomination. A majority vote in favor of placement of the nominee is required for appointment.

The following applications have been received: (\*Incumbent)

**BOARD OF REVIEW.** One *Regular Member* unexpired term ending 12/31/18, applicants must be a City taxpaying registered voter, Council appointment.

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## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – February 2, 2016

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*None received.*

**COMPENSATION COMMISSION.** Two vacancies, terms ending 09/30/17 and 09/30/19, applicants must be registered voters in the city, Mayoral appointment.

*None received.*

**HARBOR COMMISSION.** Two vacancies, terms ending 10/31/18, two members can be nonresidents if they own real estate in the city or own a business/profession directly related to commission areas, Council appointment.

*None received.*

**HISTORIC DISTRICT COMMISSION.** Two vacancies, terms ending 02/28/19, applicants must be a city resident; Council appointment.

David L. Carlson, 100 Oak Street\*

John H. Perschbacher, 420 Third Street\*

Goodspeed nominated Mr. David L. Carlson, 100 Oak Street to the Historic District Commission for a term ending 02/28/19.

With a roll call vote this nomination passed unanimously.

AYES: Kenny, Beaton, Zielinski, Goodspeed, Smith, Wittlieff

NAYS: None

Goodspeed also nominated Mr. John H. Perschbacher, 420 Third Street to the Historic District Commission for a term ending 02/28/19.

With a roll call vote this nomination passed unanimously.

AYES: Kenny, Beaton, Zielinski, Goodspeed, Smith, Wittlieff

NAYS: None

**PARKS COMMISSION.** One vacancy, unexpired term ending 06/30/17, two members can be nonresidents if they own real estate in the city or own a business/profession directly related to commission areas; Mayoral appointment.

*None received.*

**PEG COMMISSION.** Three vacancies, terms ending 12/31/18, applicants must be Manistee County residents, Council appointment.

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## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – February 2, 2016

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Barry Lind, 532 Fourth Street\*  
Mike Tillotson, 86 Hancock Street  
Daniel Wrzesinski, 486 First Street

Beaton nominated Mr. Barry Lind, 532 Fourth Street, to the PEG Commission for a term ending 12/31/18.

With a roll call vote this nomination passed unanimously.

AYES: Kenny, Beaton, Zielinski, Goodspeed, Smith, Wittlieff  
NAYS: None

Goodspeed nominated Mr. Dan Wrzesinski, 486 First Street, to the PEG Commission for a term ending 12/31/18.

With a roll call vote this nomination passed unanimously.

AYES: Kenny, Beaton, Zielinski, Goodspeed, Smith, Wittlieff  
NAYS: None

After a brief discussion, Goodspeed nominated Mr. Mike Tillotson to the PEG Commission for a term ending 12/31/18.

With a roll call vote this nomination passed, 4-2.

AYES: Beaton, Zielinski, Goodspeed, Smith  
NAYS: Kenny, Wittlieff

**PLANNING COMMISSION.** Two vacancies, unexpired terms ending 10/31/16 and 10/31/17, applicants must be city resident, Mayoral appointment.

Aaron A. Bennett, DO, 520 Fourth Street  
Gabriel Walker, 125 Franklin Street

Mayor Kenny appointed Dr. Aaron A. Bennett, 520 Fourth Street, to the Planning Commission for a term ending 10/31/17. MOTION by Goodspeed, second by Wittlieff to support the Mayor's appointment.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Beaton, Zielinski, Goodspeed, Smith, Wittlieff  
NAYS: None

Mayor Kenny appointed Mr. Gabriel Walker, 125 Franklin Street, to the Planning Commission for a term ending 10/31/16. MOTION by Goodspeed, second by Wittlieff to support the Mayor's

appointment.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Beaton, Zielinski, Goodspeed, Smith, Wittlieff

NAYS: None

**ZONING BOARD OF APPEALS.** *Alternate Member*, one vacancy, term ending 05/31/18, Mayoral appointment.

*None received.*

**A REPORT FROM REPUBLIC SERVICES.**

Mr. Mark Biolette, municipal services manager, reported on the activities of Republic Services and responded to questions the Council had regarding their activities.

**CITIZEN COMMENT.**

*None received.*

**OFFICIALS AND STAFF.**

Wright stated that absentee ballots are now available for the upcoming election.

Taylor commented on an e-mail received regarding snow removal from sidewalks, stated that it is only required in the Central Business District; property owners must maintain area between the street and the sidewalk.

Bradford stated the Ramsdell Theatre will be having a concert on February 13<sup>th</sup> for Valentine's Day, music will be by Miriam Pico.

Mikula attended the Filer Charter Township board meeting and DDA meeting today at which they discussed the sewer agreement; they are in the process of updating an internal agreement and reviewing the City agreement; a special meeting will be held next Wednesday. He also stated the recycling containers will be moved tomorrow from the City Garage to North Glocheski Drive location.

**COUNCILMEMBERS.**

Beaton commented on the letter regarding sidewalks; would like to review that ordinance, felt there were some valid points made; need to keep our sidewalks safe.

Zielinski commented on the sidewalks also; wished former councilmember Hornkohl well on his recovery after a fall.

## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – February 2, 2016

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Wittlieff thanked Chief Bachman and his crew for their work done in regards to the meth bust and the embezzlement case; keeping our City safe.

### **ADJOURN.**

MOTION to adjourn was made by Goodspeed, second by Zielinski. Meeting adjourned at 7:45 p.m.

Michelle Wright MMC / CPFA, MiCPT  
City Clerk/Chief Deputy Treasurer

DRAFT

**MANISTEE CITY COUNCIL  
WORK SESSION  
MINUTES OF FEBRUARY 9, 2016**

The Manistee City Council met in a work session on Tuesday, February 9, 2016 at 7 p.m., Council Chambers, City Hall, 70 Maple Street, Manistee, Michigan 49660.

**MEMBERS PRESENT:** Colleen Kenny, Lynda Beaton, Roger Zielinski, Robert Goodspeed, James Smith, Mark Wittlieff, Eric Gustad

**MEMBERS ABSENT:** None

**ALSO PRESENT:** City Manager, City Attorney, Department Directors, City Engineer, Alliance for Economic Success, Media, Public

***Public Comments.***

➤ None

***Discussion on Downtown Trees.*** Jeff Reau gave a brief history of the program, based on prior Mayors Exchange with Big Rapids as a start point. Received micro-grant for trees (\$4,000 with grant and DDA contribution). Cost to get trees in planters was cost prohibitive so grant was repurposed for invasive species mitigation. DDA no longer looking at a downtown tree program.

***Discussion on Fireworks.*** City Attorney talked about numerous House and Senate bills regarding fireworks. Discussion among Council on current ordinance and various modifications attempted in the past. Varied opinions offered by Council. Majority of Council would like a more restrictive ordinance (allowed per State law) and more latitude around the Fourth of July.

CONSENSUS: Work with City Attorney on a draft ordinance amendment. Present at a future meeting for Council consideration.

***Discussion on Strategic Plan Update.*** Facilitator Tamara Buswinka discussed her impression of the process and received a consensus of Council. Began the process with a discussion and review of the current strategic plan document.

Reviewed the mission / vision / purpose statements – began discussion on current goals to determine if they are still valid, and if not, eliminate and/or revise to some degree.

CONSENSUS: A special Council meeting has been scheduled for Tuesday, February 23, 2016 to continue review and plan updates.

Adjourned at approximately 8:40 p.m.

Thad N. Taylor, City Manager

**INVOICE APPROVAL LIST BY FUND REPORT**

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Date: 01/14/2016

Time: 10:54 am

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Invoice Date	Amount
<b>Fund: 101 GENERAL FUND</b>							
<b>Dept: 000</b>							
101-000-255.000	Funds Held In Es AMOR SIGN STUDIOS INC	8478	Duane Dewey Plaque - deposit	201600002	12/20/2015	12/10/2015	1,183.20
							<b>1,183.20</b>
<b>Total Dept. 000:</b>							<b>1,183.20</b>
<b>Dept: 100 GENERAL</b>							
101-100-728.000	SUPPLIES - Ope PNC BANK	Dec 15	Credit Card Charges	42009	01/24/2016	12/30/2015	68.86
							<b>68.86</b>
101-100-801.000	Professional Ser I.T. RIGHT INC	20146563	Service Contract - Semi-Annual	201600015	12/01/2015	12/01/2015	7,000.00
							<b>7,000.00</b>
101-100-859.000	Utilities - Data\n CHARTER COMMUNICATIONS INC	209 0088022 - Jan 16	Monthly Service - City Hall	41973	12/22/2015	12/22/2015	135.00
	CHARTER COMMUNICATIONS INC	209 0076258 - Jan 16	Monthly Service - City Hall	41973	12/22/2015	12/22/2015	28.66
							<b>163.66</b>
101-100-925.001	Electric - Street L CONSUMERS ENERGY		Electric Usage	41975	01/25/2016	12/31/2015	8,983.94
							<b>8,983.94</b>
101-100-989.000	Computer Hardw I.T. RIGHT INC	20146406	2TB Hard Drive Sata	201600015	11/16/2015	11/16/2015	100.83
	I.T. RIGHT INC	20146497	New File Server Intall/Setup	201600015	11/30/2015	11/30/2015	1,215.00
							<b>1,315.83</b>
101-100-999.000	Transfers Out CITY OF MANISTEE COMMOI		Ramsdell Theatre Oper.Transfer	201600005	01/01/2016	01/01/2016	22,500.00
							<b>22,500.00</b>
<b>Total Dept. GENERAL:</b>							<b>40,032.29</b>
<b>Dept: 172 MANAGER</b>							
101-172-728.000	SUPPLIES - Ope JACKPINE BUSINESS CENTE TAYLOR/THAD N//	396863-0	Wrlss Mouse	41989	01/30/2016	12/31/2015	30.99
		2016	Reimburse - Health Connection	42016	01/03/2016	01/03/2016	74.00
							<b>104.99</b>
101-172-831.000	Contractual Repa KOPY SALES INC.	98878	Cost Per Copy - Manager	201600019	01/17/2016	01/07/2016	240.40
							<b>240.40</b>
101-172-870.000	Memberships & I MICHIGAN LOCAL GOVERN	2016	Membership - T. Taylor	42000	01/01/2016	01/01/2016	110.00
							<b>110.00</b>
101-172-957.000	Motor Pool CITY OF MANISTEE COMMOI		Equipment Rental - Motor Pool	201600005	01/01/2016	01/01/2016	772.50
							<b>772.50</b>
101-172-985.000	Lease Purchase US BANK EQUIPMENT FINAN	294392089	Kyocera Copier - Manager	42018	12/22/2015	12/22/2015	184.95
							<b>184.95</b>
<b>Total Dept. MANAGER:</b>							<b>1,412.84</b>
<b>Dept: 215 CLERK</b>							
101-215-728.000	SUPPLIES - Ope						

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Fund/Dept/Acct	Vendor Name	Invoice #	Invoice Desc.	Check #	Due Date	Invoice Date	Amount
	PITNEY BOWES	5502875462	Connect+ Red FI Ink Ctg	201600023	12/22/2015	12/22/2015	84.99
							<b>84.99</b>
101-215-740.000	Election Expense						
	MICHIGAN ELECTION RESOL	34939	Imprint of AV Envelopes -	41999	01/27/2016	12/28/2015	203.16
	PNC BANK	Dec 15	Credit Card Charges	42009	01/24/2016	12/30/2015	84.99
							<b>288.15</b>
101-215-831.000	Contractual Repa						
	KOPY SALES INC.	98876	Cost Per Copy - Clerk	201600019	01/17/2016	01/07/2016	104.96
							<b>104.96</b>
101-215-860.000	Travel & Training						
	PNC BANK	Dec 15	Credit Card Charges	42009	01/24/2016	12/30/2015	90.79
							<b>90.79</b>
101-215-870.000	Memberships & [						
	MICHIGAN ASSOC. OF MUNI	2016 #2	Membership - Bachman & Pefley	41998	01/11/2016	01/11/2016	40.00
							<b>40.00</b>
							<b>Total Dept. CLERK: 608.89</b>
<b>Dept: 253 FINANCE / TREASURE</b>							
101-253-728.000	SUPPLIES - Ope						
	JACKPINE BUSINESS CENTE	396913-0	Calendar	41989	01/30/2016	12/31/2015	18.49
	STATE OF MICHIGAN		Notary Public Application -	42014	01/13/2016	01/13/2016	10.00
							<b>28.49</b>
101-253-735.000	Periodicals & Pul						
	WALL STREET JOURNAL	#041602957394 - 2016	Subscription Renewal - 1 yr	42021	01/27/2016	12/28/2015	536.80
							<b>536.80</b>
101-253-985.000	Lease Purchase						
	TEAM FINANCIAL GROUP INC	129237	Kyocera 3051i - Finance	201600026	01/19/2016	12/30/2015	143.88
							<b>143.88</b>
							<b>Total Dept. FINANCE / TREASURER: 709.17</b>
<b>Dept: 257 ASSESSOR</b>							
101-257-801.000	Professional Ser						
	GREAT LAKES ASSESSING II		Professional Assessing Service	201600012	01/01/2016	01/01/2016	5,833.33
							<b>5,833.33</b>
							<b>Total Dept. ASSESSOR: 5,833.33</b>
<b>Dept: 265 MUNICIPAL BUILDING:</b>							
101-265-728.000	SUPPLIES - Ope						
	ALLEN SUPPLY CO. INC.	31975	Electric Stri	41964	12/04/2015	12/04/2015	346.05
	PURE WATER WORKS INC	274796	Purified Water	42011	01/22/2016	12/23/2015	50.00
							<b>396.05</b>
101-265-831.000	Contractual Repa						
	CUSTOM SHEET METAL & HE	4893-2	City Hall - Insulation or Pipi	41976	12/23/2015	11/23/2015	774.00
	TOP LINE ELECTRIC LLC	6992	City Hall - Police Dept Lights	201600028	12/01/2015	12/01/2015	84.90
	TOP LINE ELECTRIC LLC	6997	City Hall - Replace Ballast by	201600028	12/01/2015	12/01/2015	89.36
							<b>948.26</b>
101-265-850.000	Phone						
	AT&T	2016 - 231R01300601	Monthly Service	41967	01/31/2016	01/01/2016	956.17
	CENTURYLINK BUSINESS SE	1361740260	Monthly Service	41972	01/22/2016	12/23/2015	35.42
							<b>991.59</b>
101-265-922.000	Water						
	CITY OF MANISTEE WATER		Water Usage	201600009	12/23/2015	12/23/2015	137.34

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							<b>137.34</b>
101-265-922.336	Water - Fire CITY OF MANISTEE WATER		Water Usage	201600009	12/23/2015	12/23/2015	106.62
							<b>106.62</b>
101-265-922.441	Water - DPW CITY OF MANISTEE WATER		Water Usage	201600009	12/23/2015	12/23/2015	61.35
							<b>61.35</b>
101-265-922.446	Water - Bridge CITY OF MANISTEE WATER		Water Usage	201600009	12/23/2015	12/23/2015	201.21
							<b>201.21</b>
101-265-925.000	Electric CONSUMERS ENERGY		Electric Usage	41975	01/25/2016	12/31/2015	1,658.62
							<b>1,658.62</b>
101-265-925.336	Electric - Fire CONSUMERS ENERGY		Electric Usage	41975	01/25/2016	12/31/2015	505.57
							<b>505.57</b>
101-265-925.441	Electric - DPW CONSUMERS ENERGY		Electric Usage	41975	01/25/2016	12/31/2015	1,466.81
							<b>1,466.81</b>
101-265-925.446	Electric - Bridge CONSUMERS ENERGY		Electric Usage	41975	01/25/2016	12/31/2015	712.87
							<b>712.87</b>
101-265-930.000	Repairs & Mainte MACALLISTER RENTAL	R85143833407	46' Straight Boom w/Jib	41991	11/20/2015	11/20/2015	516.30
							<b>516.30</b>
							<b>Total Dept. MUNICIPAL BUILDINGS: 7,702.59</b>
<b>Dept: 266 ATTORNEY</b>							
101-266-802.000	Professional Ser MIKA MEYERS BECKETT & Jc	596908	Professional Services	201600021	12/16/2015	12/16/2015	4,050.00
							<b>4,050.00</b>
101-266-803.000	Prof Serv - Atty ( MANISTEE COUNTY TREASL MIKA MEYERS BECKETT & Jc MIKA MEYERS BECKETT & Jc MIKA MEYERS BECKETT & Jc STONE/FORD//		Prosecuting Attorney	41994	01/15/2016	01/01/2016	5,698.43
		596911	Morton Salt Inc Tax Appeal	201600021	12/16/2015	12/16/2015	2.00
		596913	Seng Dock & Trucking Inc	201600021	12/16/2015	12/16/2015	1,445.22
		596914	Twelfth Street	201600021	12/16/2015	12/16/2015	604.75
			Prosecuting Attorney	201600025	01/15/2016	01/01/2016	6,689.47
							<b>14,439.87</b>
							<b>Total Dept. ATTORNEY: 18,489.87</b>
<b>Dept: 285 CITY ENGINEER</b>							
101-285-801.000	Professional Ser SPICER GROUP INC	178827	General Engineering	201600024	11/24/2015	11/24/2015	1,000.00
	SPICER GROUP INC	179356	General Engineering	201600024	12/22/2015	12/22/2015	1,000.00
							<b>2,000.00</b>
							<b>Total Dept. CITY ENGINEER: 2,000.00</b>
<b>Dept: 290 BOARDS &amp; COMMISSI</b>							
101-290-881.000	Board of Review NORTHWEST MICHIGAN AS		Board of Review Training	42005	02/07/2016	01/08/2016	140.00
							<b>140.00</b>

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101-290-887.000	Planning Commi PIONEER GROUP/THE//	#41100167 - 12/31/15	Advertisements	42008	01/20/2016	12/31/2015	63.49
							<b>63.49</b>
							<b>tal Dept. BOARDS &amp; COMMISSIONS: 203.49</b>
<b>Dept: 301 POLICE</b>							
101-301-715.000	Uniform & Cleani NYE UNIFORM COMPANY	533705	Pants, Shirts - Bachman	42006	01/09/2016	12/10/2015	296.20
	NYE UNIFORM COMPANY	537576	Shirt, Pant, Cap, Tie Bar -	42006	01/17/2016	12/18/2015	252.50
	NYE UNIFORM COMPANY	537646	Hat Badge Emblem, Back Emblen	42006	01/29/2016	12/30/2015	15.63
							<b>564.33</b>
101-301-728.000	SUPPLIES - Ope JACKPINE BUSINESS CENTE	396463-0	Cor Tape, Notebook, HP Ink Crt	41989	01/15/2016	12/16/2015	193.87
	PNC BANK	Dec 15	Credit Card Charges	42009	01/24/2016	12/30/2015	15.73
	WAHR HARDWARE, INC.	C72327	Freight	201600029	01/13/2016	12/14/2015	28.98
							<b>238.58</b>
101-301-770.000	Vehicle Gas BLARNEY CASTLE FLEET PR	BC177 - 01/06/16	Fuel Usage	201600003	01/20/2016	01/06/2016	1,034.15
							<b>1,034.15</b>
101-301-831.000	Contractual Repa FIRE PROGRAMS	2016	Support & Upgrade Service	41981	12/01/2015	11/01/2015	2,100.00
	KOPY SALES INC.	98361	Cost Per Copy - Police	201600019	12/13/2015	12/03/2015	41.14
	TELE-RAD INC.	869495	Maintenance - Jan-Mar 2016	201600027	12/31/2015	12/16/2015	447.00
							<b>2,588.14</b>
101-301-860.000	Travel & Training PNC BANK	Dec 15	Credit Card Charges	42009	01/24/2016	12/30/2015	255.00
							<b>255.00</b>
101-301-870.000	Memberships & I FBI - LEEDA	5566-16	2016 Annual Dues - T. Bruce	41980	12/29/2015	12/29/2015	50.00
							<b>50.00</b>
101-301-900.000	Printing & Publis PIONEER GROUP/THE//	#42102299 - 12/31/15	Advertisement - Public Safety	42008	01/20/2016	12/31/2015	25.00
							<b>25.00</b>
101-301-930.000	Repairs & Mainte DAVE'S AUTO REPAIR & DET	28247	Interior Cleaning	41977	01/04/2016	01/04/2016	115.00
	MANISTEE FORD INC	145822	Replace Sparkplugs	41995	12/31/2015	12/01/2015	128.16
	PNC BANK	Dec 15	Credit Card Charges	42009	01/24/2016	12/30/2015	35.00
							<b>278.16</b>
101-301-957.000	Motor Pool CITY OF MANISTEE COMMOI		Equipment Rental - Motor Pool	201600005	01/01/2016	01/01/2016	2,660.83
							<b>2,660.83</b>
101-301-985.000	Lease Purchase TEAM FINANCIAL GROUP INC	129089	Kyocera 3501i, 3550IDN -	201600026	01/14/2016	12/25/2015	117.98
							<b>117.98</b>
							<b>Total Dept. POLICE: 7,812.17</b>
<b>Dept: 336 FIRE</b>							
101-336-728.000	SUPPLIES - Ope CHARTER COMMUNICATIONS	209 0073420 - Jan 16	Monthly Service - Fire	41973	12/08/2015	12/08/2015	82.70
	JACKPINE BUSINESS CENTE	396646-0	Monitor	41989	01/17/2016	12/18/2015	109.99
	PNC BANK	Dec 15	Credit Card Charges	42009	01/24/2016	12/30/2015	30.50
	WAHR HARDWARE, INC.	C72940	Handle	201600029	01/20/2016	12/21/2015	7.29

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							<b>230.48</b>
101-336-732.000	SUPPLIES - Mec						
	J & B MEDICAL SUPPLY	2620881	Disp Electrodes, ECG Electrode	201600017	01/14/2016	12/15/2015	190.38
	J & B MEDICAL SUPPLY	2642763	Electrodes	201600017	01/27/2016	12/28/2015	5.02
	MOORE MEDICAL CORP.	82917611 I	LUCAS Disp Suction Cup	42001	01/14/2016	12/15/2015	135.07
	PNC BANK	Dec 15	Credit Card Charges	42009	01/24/2016	12/30/2015	325.00
	TELE-RAD INC.	869424	Responder BLS 2000 Bag	201600027	12/26/2015	12/11/2015	149.99
							<b>805.46</b>
101-336-770.000	Vehicle Gas						
	BLARNEY CASTLE FLEET PR	BC177 - 01/06/16	Fuel Usage	201600003	01/20/2016	01/06/2016	426.91
							<b>426.91</b>
101-336-801.000	Professional Ser						
	ARBOR PROFESSIONAL SOL#102411 - 11/30/15 Strnt		Collection Commission	41966	11/30/2015	11/30/2015	8.00
							<b>8.00</b>
101-336-860.000	Travel & Training						
	PNC BANK	Dec 15	Credit Card Charges	42009	01/24/2016	12/30/2015	65.00
							<b>65.00</b>
101-336-930.000	Repairs & Mainte						
	GLASS SPECIALTIES, INC.	16198	Glass	41982	01/14/2016	12/15/2015	123.19
	NAPAAUTO PARTS	206918	Door Handle - Exterior	42003	12/30/2015	12/30/2015	46.49
							<b>169.68</b>
101-336-942.000	Hydrant Rental						
	CITY OF MANISTEE WATER		Hydrant Rental - Fire Dept	201600008	01/01/2016	01/01/2016	5,400.00
							<b>5,400.00</b>
101-336-957.000	Motor Pool						
	CITY OF MANISTEE COMM		Equipment Rental - Motor Pool	201600005	01/01/2016	01/01/2016	5,321.67
							<b>5,321.67</b>
101-336-985.000	Lease Purchase						
	TEAM FINANCIAL GROUP INC	129089	Kyocera 3501i, 3550IDN -	201600026	01/14/2016	12/25/2015	39.32
							<b>39.32</b>
							<b>Total Dept. FIRE: 12,466.52</b>
<b>Dept: 441 PUBLIC WORKS</b>							
101-441-728.000	SUPPLIES - Ope						
	ABSOLUTE SAFETY, INC.	9484	Helmet Liners, Bilsom	41962	01/09/2016	12/10/2015	59.80
	AUTO VALUE \ AUTO-WARES	256-902280	Velcro Tape, Duct Tape	41968	01/20/2016	12/21/2015	7.28
	CADILLAC PLUMBING-HEATI	696435	Bulbs	41971	12/04/2015	11/04/2015	371.16
	NAPAAUTO PARTS	206559	Hitchpin	42003	12/18/2015	12/18/2015	14.28
	NAPAAUTO PARTS	206642	Cable Ties	42003	12/21/2015	12/21/2015	10.50
	PNC BANK	Dec 15	Credit Card Charges	42009	01/24/2016	12/30/2015	15.74
							<b>478.76</b>
101-441-770.000	Vehicle Gas						
	BLARNEY CASTLE FLEET PR	BC177 - 01/06/16	Fuel Usage	201600003	01/20/2016	01/06/2016	2,196.76
	BLARNEY CASTLE FLEET PR	BC177 - 01/06/16	Fuel Usage	201600003	01/20/2016	01/06/2016	23.03
							<b>2,219.79</b>
101-441-930.000	Repairs & Mainte						
	GRAND RENTAL STATION	1-542144	Chainsaw Sharp Off	41984	01/16/2016	12/17/2015	48.00
	GRAND TRAVERSE DIESEL S	200036	Exhaust Pipe	41985	09/28/2015	09/28/2015	724.43
	NAPAAUTO PARTS	206161	Oil Filters	42003	12/08/2015	12/08/2015	43.58
							<b>816.01</b>
101-441-957.000	Motor Pool						
	CITY OF MANISTEE COMM		Equipment Rental - Motor Pool	201600005	01/01/2016	01/01/2016	6,180.00

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							<b>6,180.00</b>
101-441-985.000	Lease Purchase US BANK EQUIPMENT FINAN	294032198	Kyocera Copier - DPW	42018	12/17/2015	12/17/2015	125.90
							<b>125.90</b>
<b>Total Dept. PUBLIC WORKS:</b>							<b>9,820.46</b>
<b>Dept: 748 COMMUNITY DEVELOPMENT OFFICE:</b>							
101-748-831.000	Contractual Repa KOPY SALES INC.	98873	Cost Per Copy - Comm Dev	201600019	01/17/2016	01/07/2016	27.59
							<b>27.59</b>
<b>COMMUNITY DEVELOPMENT OFFICE:</b>							<b>27.59</b>
<b>Dept: 751 PARKS &amp; RECREATION:</b>							
101-751-770.000	Vehicle Gas BLARNEY CASTLE FLEET PR	BC177 - 01/06/16	Fuel Usage	201600003	01/20/2016	01/06/2016	296.53
							<b>296.53</b>
101-751-922.000	Water CITY OF MANISTEE WATER		Water Usage	201600009	12/23/2015	12/23/2015	555.20
							<b>555.20</b>
101-751-925.000	Electric CONSUMERS ENERGY		Electric Usage	41975	01/25/2016	12/31/2015	2,126.35
							<b>2,126.35</b>
101-751-930.000	Repairs & Mainte GLASS SPECIALTIES, INC. GRAND RENTAL STATION	16113 541234	Window - Teen Center Trimmer Line	41982 41984	10/18/2015 11/19/2015	09/18/2015 10/20/2015	180.78 64.95
							<b>245.73</b>
101-751-957.000	Motor Pool CITY OF MANISTEE COMM		Equipment Rental - Motor Pool	201600005	01/01/2016	01/01/2016	3,090.00
							<b>3,090.00</b>
<b>Total Dept. PARKS &amp; RECREATION:</b>							<b>6,313.81</b>
<b>Dept: 801 APPROPRIATIONS</b>							
101-801-890.000	Alternatives for A ALTERNATIVES FOR AREA Y		Appropriation	41965	01/01/2016	01/01/2016	6,500.00
							<b>6,500.00</b>
101-801-892.000	Alliance for Econ ALLIANCE FOR ECONOMIC S		Appropriation	201600001	01/01/2016	01/01/2016	11,629.50
							<b>11,629.50</b>
101-801-893.500	MAPS Paine Poc MANISTEE AREA PUBLIC SC		Community Pool Agreement	41992	01/01/2016	01/01/2016	10,000.00
							<b>10,000.00</b>
101-801-894.000	Manistee Recrea MANISTEE RECREATION AS		Appropriation	41997	01/01/2016	01/01/2016	7,125.00
							<b>7,125.00</b>
101-801-895.000	Man. Co. Historic MANISTEE CO. HISTORICAL		Appropriation	41993	01/01/2016	01/01/2016	5,250.00
							<b>5,250.00</b>
<b>Total Dept. APPROPRIATIONS:</b>							<b>40,504.50</b>
<b>Total Fund GENERAL FUND:</b>							<b>155,120.72</b>

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<b>Fund: 202 MAJOR STREET FUND</b>							
<b>Dept: 000</b>							
202-000-936.000	Preservation Stre CITY OF MANISTEE GENERA		Major & Local Street Reimburse	201600006	01/01/2016	01/01/2016	9,083.34
							<u>9,083.34</u>
202-000-938.000	Winter Maintena CITY OF MANISTEE GENERA		Major & Local Street Reimburse	201600006	01/01/2016	01/01/2016	8,083.33
							<u>8,083.33</u>
						<b>Total Dept. 000:</b>	<b>17,166.67</b>
						<b>nd MAJOR STREET FUND:</b>	<b>17,166.67</b>
<b>Fund: 203 LOCAL STREET FUND</b>							
<b>Dept: 000</b>							
203-000-936.000	Preservation Stre CITY OF MANISTEE GENERA		Major & Local Street Reimburse	201600006	01/01/2016	01/01/2016	3,916.67
							<u>3,916.67</u>
203-000-938.000	Winter Maintena CITY OF MANISTEE GENERA		Major & Local Street Reimburse	201600006	01/01/2016	01/01/2016	2,833.33
							<u>2,833.33</u>
						<b>Total Dept. 000:</b>	<b>6,750.00</b>
						<b>nd LOCAL STREET FUND:</b>	<b>6,750.00</b>
<b>Fund: 226 CITY REFUSE FUND</b>							
<b>Dept: 000</b>							
226-000-820.000	Administration CITY OF MANISTEE GENERA		Administration - Refuse	201600006	01/01/2016	01/01/2016	7,953.50
							<u>7,953.50</u>
226-000-829.002	Yard Waste City CITY OF MANISTEE GENERA		Reimburse for Yard Waste	201600006	01/01/2016	01/01/2016	3,000.00
							<u>3,000.00</u>
						<b>Total Dept. 000:</b>	<b>10,953.50</b>
						<b>und CITY REFUSE FUND:</b>	<b>10,953.50</b>
<b>Fund: 290 PEG COMMISSION</b>							
<b>Dept: 000</b>							
290-000-801.000	Professional Ser BROWN/KEITH R/PHD		MPA Operations - Jan 2016	201600004	01/01/2016	01/01/2016	3,166.67
							<u>3,166.67</u>
290-000-930.000	Repairs & Mainte BAJTKA/MICHAEL S//		M Audio Amp Spk Repairs	41969	01/08/2016	01/08/2016	70.14
							<u>70.14</u>
						<b>Total Dept. 000:</b>	<b>3,236.81</b>
						<b>Fund PEG COMMISSION:</b>	<b>3,236.81</b>
<b>Fund: 296 RAMSDELL THEATRE</b>							
<b>Dept: 000</b>							
296-000-728.000	SUPPLIES - Ope JACKPINE BUSINESS CENTE	C395961-0	CREDIT - Toner	41989	01/08/2016	12/09/2015	-69.97

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	PNC BANK	Dec 15	Credit Card Charges	42009	01/24/2016	12/30/2015	23.80
	PNC BANK	Dec 15	Credit Card Charges	42009	01/24/2016	12/30/2015	52.99
							<b>6.82</b>
296-000-752.000	Ramsdell - Movie						
	PIONEER GROUP/THE//	#41100167 - 12/31/15	Advertisements	42008	01/20/2016	12/31/2015	106.00
	PNC BANK	Dec 15	Credit Card Charges	42009	01/24/2016	12/30/2015	17.00
	PNC BANK	Dec 15	Credit Card Charges	42009	01/24/2016	12/30/2015	23.35
	TRAVERSE MAGAZINE	2015-78610	Advertisement - MyNorth Newsle	42017	01/21/2016	12/22/2015	50.00
							<b>196.35</b>
296-000-753.000	Ramsdell - Perfo						
	PIONEER GROUP/THE//	#41100167 - 12/31/15	Advertisements	42008	01/20/2016	12/31/2015	159.00
							<b>159.00</b>
296-000-831.000	Contractual Repa						
	CUSTOM SHEET METAL & HE	0000066315	Ramsdell - Boiler Alarms	41976	12/13/2015	11/13/2015	209.00
	CUSTOM SHEET METAL & HE	0000066344	Ramsdell - Boiler Alarm #2	41976	12/18/2015	11/18/2015	104.00
	NORTHERN FIRE & SAFETY	0141777-IN	Monitoring - Annual Renewal	201600022	12/04/2015	12/04/2015	300.00
	TOP LINE ELECTRIC LLC	6996	Ramsdell - Emergency Light in	201600028	12/01/2015	12/01/2015	80.37
							<b>693.37</b>
296-000-870.000	Memberships & [						
	PNC BANK	Dec 15	Credit Card Charges	42009	01/24/2016	12/30/2015	400.00
							<b>400.00</b>
296-000-892.500	Marketing						
	TRAVERSE MAGAZINE	2016-77608	Advertisement - MyNorth Direct	42017	02/03/2016	01/04/2016	190.00
	TRAVERSE MAGAZINE	2015-77588	My North Weddings 2015/2016	42017	01/21/2016	12/22/2015	595.00
							<b>785.00</b>
296-000-922.000	Water						
	CITY OF MANISTEE WATER		Water Usage	201600009	12/23/2015	12/23/2015	36.69
							<b>36.69</b>
296-000-925.000	Electric						
	CONSUMERS ENERGY		Electric Usage	41975	01/25/2016	12/31/2015	1,154.22
							<b>1,154.22</b>
296-000-930.000	Repairs & Mainte						
	ACE HARDWARE & HOME CI	145687	Contractor Shims	41963	01/10/2016	12/11/2015	3.99
	ACE HARDWARE & HOME CI	145932	Paint	41963	01/16/2016	12/17/2015	65.98
	ACE HARDWARE & HOME CI	966684	Paint	41963	01/20/2016	12/21/2015	197.94
	LINKE LUMBER COMPANY	10192701	SPF #2 2 x 12 x 12'	41990	01/06/2016	12/16/2015	37.50
	MACALLISTER RENTAL	R85143833408	46' Straight Boom w/Jib - CRED	41991	12/10/2015	12/10/2015	-325.00
	MR NATURAL WOOD FLOOR		Ramsdell - Floor Refinish	42002	01/05/2016	01/05/2016	1,276.00
	WAHR HARDWARE, INC.	C72409	Staples, Glue	201600029	01/14/2016	12/15/2015	10.28
	WAHR HARDWARE, INC.	D37612	Primer	201600029	01/15/2016	12/16/2015	20.99
	WAHR HARDWARE, INC.	C72622	Neutral Base Paint	201600029	01/16/2016	12/17/2015	69.98
	WAHR HARDWARE, INC.	D37683	Primer	201600029	01/17/2016	12/18/2015	20.99
	WAHR HARDWARE, INC.	D37797	Ext Pole, Neutral Base Paint	201600029	01/21/2016	12/22/2015	80.48
	WAHR HARDWARE, INC.	C73113	Wire Brad	201600029	01/22/2016	12/23/2015	1.99
							<b>1,461.12</b>
							<b>Total Dept. 000: 4,892.57</b>
							<b>nd RAMSDELL THEATRE: 4,892.57</b>

**Fund: 508 BOAT RAMP FUND**

**Dept: 000**

508-000-922.000	Water						
	CITY OF MANISTEE WATER		Water Usage	201600009	12/23/2015	12/23/2015	132.03

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							<b>132.03</b>
508-000-925.000	Electric CONSUMERS ENERGY		Electric Usage	41975	01/25/2016	12/31/2015	173.27
							<b>173.27</b>
						<b>Total Dept. 000:</b>	<b>305.30</b>
						<b>Fund BOAT RAMP FUND:</b>	<b>305.30</b>
<b>Fund: 573 WATER &amp; SEWER UTIL</b>							
<b>Dept: 100 GENERAL</b>							
573-100-961.000	Utility Service Fe CITY OF MANISTEE GENERA		W&S Cost of Ownership	201600006	01/01/2016	01/01/2016	14,244.25
							<b>14,244.25</b>
						<b>Total Dept. GENERAL:</b>	<b>14,244.25</b>
<b>Dept: 541 ADMINISTRATION</b>							
573-541-728.000	SUPPLIES - Ope JACKPINE BUSINESS CENTE PNC BANK	396636-0	Sealing Tape, Pad Paper, Pens, Dec 15 Credit Card Charges	41989 42009	01/18/2016 01/24/2016	12/19/2015 12/30/2015	115.59 150.85
							<b>266.44</b>
573-541-801.000	Professional Ser DICKINSON WRIGHT PLLC	1046287	Professional Services	41978	12/12/2015	12/12/2015	95.00
							<b>95.00</b>
573-541-820.000	Administration CITY OF MANISTEE GENERA		Administration - Water	201600006	01/01/2016	01/01/2016	26,708.00
							<b>26,708.00</b>
573-541-850.000	Phone VERIZON WIRELESS	9757495409	Monthly Service	42020	12/19/2015	12/19/2015	20.48
							<b>20.48</b>
						<b>Total Dept. ADMINISTRATION:</b>	<b>27,089.92</b>
<b>Dept: 542 WATER OPERATION</b>							
573-542-750.000	Meters MICHIGAN METER TECHNOL	96175	2" T/F Compound, Snub Antenna	201600020	01/06/2016	12/07/2015	5,013.00
							<b>5,013.00</b>
573-542-770.000	Vehicle Gas BLARNEY CASTLE FLEET PR	BC177 - 01/06/16	Fuel Usage	201600003	01/20/2016	01/06/2016	205.58
							<b>205.58</b>
573-542-925.000	Electric CONSUMERS ENERGY		Electric Usage	41975	01/25/2016	12/31/2015	477.15
							<b>477.15</b>
573-542-930.000	Repairs & Mainte CADILLAC PLUMBING-HEATI FASTENAL COMPANY GREAT LAKES MATERIALS	696434 MIMAN116423 8054168 #2	Hex Bush, Galv Nip Round Adjustable Die Gravel	41971 201600011 201600013	12/04/2015 01/20/2016 05/07/2015	11/04/2015 12/21/2015 05/07/2015	9.00 41.78 23.93
							<b>74.71</b>
573-542-957.000	Motor Pool CITY OF MANISTEE COMMOI		Equipment Rental - Motor Pool	201600005	01/01/2016	01/01/2016	3,004.17
							<b>3,004.17</b>
						<b>Total Dept. WATER OPERATION:</b>	<b>8,774.61</b>
<b>Dept: 543 SEWER - WWTP</b>							

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573-543-715.000	Uniform & Cleani SNYDER SHOE CORP	130976	Safety Boots - R Mohr	42013	01/13/2016	12/14/2015	157.25
							<b>157.25</b>
573-543-728.000	SUPPLIES - Ope COMMUNICRAFT LTD	28439	Shipping - WWTP	41974	12/19/2015	12/09/2015	12.47
	NCL OF WISCONSIN, INC.	365298	M-FC Broth w/Rosolic in Plasti	42004	01/06/2016	12/07/2015	436.16
	REPUBLIC SERVICES #239	0239-001533568	2 Yd Front Load - 15 9th St	42012	11/30/2015	11/30/2015	153.31
	STATE OF MICHIGAN - MDEC	946669	NPDES Annual Permit Fee - 2016	42015	12/07/2015	12/07/2015	5,500.00
	USA BLUE BOOK	805571	Aquaplates	42019	12/18/2015	11/18/2015	89.24
							<b>6,191.18</b>
573-543-745.000	Chemicals HAVILAND PRODUCTS COMI	176716	Ferric Chloride	201600014	12/03/2015	11/03/2015	4,555.13
							<b>4,555.13</b>
573-543-770.000	Vehicle Gas BLARNEY CASTLE FLEET PR	BC177 - 01/06/16	Fuel Usage	201600003	01/20/2016	01/06/2016	233.17
							<b>233.17</b>
573-543-824.000	Lab Testing KAR LABORATORIES, INC.	512303	Mercury Analysis	201600018	01/14/2016	12/15/2015	225.00
							<b>225.00</b>
573-543-831.000	Contractual Repa TOP LINE ELECTRIC LLC	6923	Jerumbo Lift Station -	201600028	11/19/2015	11/19/2015	1,417.18
	TOP LINE ELECTRIC LLC	7000	Joslin Cove Lift Station -	201600028	12/01/2015	12/01/2015	1,167.21
	TOP LINE ELECTRIC LLC	6989	Industrial Park Lift Station -	201600028	12/01/2015	12/01/2015	73.78
	TOP LINE ELECTRIC LLC	6988	WWTP Grit Pump	201600028	12/01/2015	12/01/2015	156.46
							<b>2,814.63</b>
573-543-860.000	Travel & Training PNC BANK	Dec 15	Credit Card Charges	42009	01/24/2016	12/30/2015	485.00
							<b>485.00</b>
573-543-925.000	Electric CONSUMERS ENERGY		Electric Usage	41975	01/25/2016	12/31/2015	1,957.48
							<b>1,957.48</b>
573-543-930.000	Repairs & Mainte BLARNEY CASTLE OIL CO.	0680949-IN	Diesel #2 - Dyed	41970	08/01/2015	07/02/2015	57.51
	BLARNEY CASTLE OIL CO.	680949A-IN	Diesel #2 - Dyed	41970	08/01/2015	07/02/2015	58.94
	BLARNEY CASTLE OIL CO.	680949B-IN	Diesel #2 - Dyed	41970	08/01/2015	07/02/2015	605.46
	BLARNEY CASTLE OIL CO.	680949C-IN	Diesel #2 - Dyed	41970	08/01/2015	07/02/2015	32.26
	BLARNEY CASTLE OIL CO.	680949E-IN	Diesel #2 - Dyed	41970	08/01/2015	07/02/2015	53.61
	GRAINGER	9902343541	Spanner Wrench, Spring Latch	41983	12/24/2015	11/24/2015	67.98
	J.O. GALLOUP COMPANY	S104274639.001	3/4 PVC Elbow, Teflon Tape	41987	12/13/2015	11/13/2015	10.08
	J.O. GALLOUP COMPANY	S104341042.001	Coupler, PVC Nip	41987	01/07/2016	12/08/2015	45.92
	J.O. GALLOUP COMPANY	S104341154.001	Tee, Cleanout, Adapter, Pipe,	41987	01/08/2016	12/09/2015	242.01
	J.O. GALLOUP COMPANY	S104341154.002	CREDIT - Adapter	41987	01/09/2016	12/10/2015	-59.87
	J.O. GALLOUP COMPANY	S104354802.001	Cleanout w/Plug	41987	01/10/2016	12/11/2015	15.51
	J.O. GALLOUP COMPANY	S104345988.001	Coupling Gskt	41987	01/10/2016	12/11/2015	22.40
							<b>1,151.81</b>
573-543-957.000	Motor Pool CITY OF MANISTEE COMMOI		Equipment Rental - Motor Pool	201600005	01/01/2016	01/01/2016	3,004.17
							<b>3,004.17</b>
							<b>Total Dept. SEWER - WWTP: 20,774.82</b>
<b>Dept: 544 SEWER COLLECTION</b>							
573-544-930.000	Repairs & Mainte JACK DOHENY SUPPLIES, IN	A87338	Couplers, Nozzle, Hose Basket,	41988	11/06/2015	10/07/2015	615.15

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	PARKDALE BLOCK & BUILDIN	23046	4" Fiber Board	42007	12/03/2015	11/03/2015	14.00
	PARKDALE BLOCK & BUILDIN	23049	4" Fiber Board	42007	12/04/2015	11/04/2015	19.25
	PARKDALE BLOCK & BUILDIN	23051	Blk Con 4" Solid, Rubber Knee	42007	12/04/2015	11/04/2015	53.96
							<b>702.36</b>
573-544-957.000	Motor Pool						
	CITY OF MANISTEE COMMOI		Equipment Rental - Motor Pool	201600005	01/01/2016	01/01/2016	3,004.16
							<b>3,004.16</b>
							<b>at. SEWER COLLECTION (STREETS): 3,706.52</b>
<b>Dept: 903 CAPITAL OUTLAY - ovr</b>							
573-903-987.001	2015 Maywood T						
	INDUSTRIAL PAINTING CON	1076	Maywood Water Tank Painting	201600016	12/07/2015	12/07/2015	143,200.00
							<b>143,200.00</b>
573-903-987.003	2015 Industrial P						
	GRANDTECH INC	11903	Ind Park Lift Station - pump	41986	11/26/2015	11/26/2015	187.80
	TOP LINE ELECTRIC LLC	6981	Industrial Park Lift Station -	201600028	11/23/2015	11/23/2015	32,500.00
							<b>32,687.80</b>
							<b>Dept. CAPITAL OUTLAY - over \$5,000: 175,887.80</b>
							<b>VATER &amp; SEWER UTILITY: 250,477.92</b>
<b>Fund: 594 MARINA FUND</b>							
<b>Dept: 000</b>							
594-000-728.000	SUPPLIES - Ope						
	CHARTER COMMUNICATIONS	209 0099730 - Jan 16	Monthly Service - Marina	41973	12/18/2015	12/18/2015	8.14
							<b>8.14</b>
594-000-820.000	Administration						
	CITY OF MANISTEE GENERA		Administration - Marina	201600006	01/01/2016	01/01/2016	2,643.25
							<b>2,643.25</b>
594-000-831.000	Contractual Repa						
	D & W MECHANICAL	0000135321	Maintenance Inspection -Marina	201600010	01/08/2016	12/09/2015	735.00
	TOP LINE ELECTRIC LLC	6995	Marina - Keypad	201600028	12/01/2015	12/01/2015	119.37
							<b>854.37</b>
594-000-922.000	Water						
	CITY OF MANISTEE WATER		Water Usage	201600009	12/23/2015	12/23/2015	157.62
							<b>157.62</b>
594-000-925.000	Electric						
	CONSUMERS ENERGY		Electric Usage	41975	01/25/2016	12/31/2015	1,236.31
							<b>1,236.31</b>
							<b>Total Dept. 000: 4,899.69</b>
							<b>Total Fund MARINA FUND: 4,899.69</b>
<b>Fund: 661 MOTOR POOL FUND</b>							
<b>Dept: 000</b>							
661-000-977.001	WS - Vactor						
	PNC EQUIPMENT FINANCE	Lease #170958000 - 2016	2013 Vactor Model 2115	42010	01/23/2016	01/01/2016	26,704.73
							<b>26,704.73</b>
							<b>Total Dept. 000: 26,704.73</b>
							<b>Fund MOTOR POOL FUND: 26,704.73</b>
<b>Fund: 703 CURRENT TAX COLLE</b>							

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<b>Dept: 000</b>							
703-000-215.000	Due DDA						
	DOWNTOWN DEVELOPMEN		Winter Tax Distribution	41979	02/12/2016	01/13/2016	6,000.20
	DOWNTOWN DEVELOPMEN		Summer Tax Distribution -	41979	02/12/2016	01/13/2016	-313.84
							<b>5,686.36</b>
703-000-221.000	Due City						
	CITY OF MANISTEE GENERA		Summer Tax Distribution - Ops	201600006	01/13/2016	01/13/2016	10,513.45
							<b>10,513.45</b>
703-000-221.001	Due Refuse						
	CITY OF MANISTEE COMMOI		Summer Tax Distribution - Refu	201600005	01/13/2016	01/13/2016	709.95
							<b>709.95</b>
703-000-221.002	Due City Admin						
	CITY OF MANISTEE GENERA		Winter Tax Distribution - Admi	201600006	01/13/2016	01/13/2016	5,520.43
	CITY OF MANISTEE GENERA		Summer Tax Distribution - Admi	201600006	01/13/2016	01/13/2016	197.18
							<b>5,717.61</b>
703-000-221.003	Due City Pen\Int						
	CITY OF MANISTEE GENERA		Summer Tax Distribution - Pena	201600006	01/13/2016	01/13/2016	1,033.97
							<b>1,033.97</b>
703-000-221.004	Due Water Delinc						
	CITY OF MANISTEE WATER		Summer Tax Distribution - DlqW	201600007	01/13/2016	01/13/2016	191.09
							<b>191.09</b>
703-000-221.005	Due Refuse Delir						
	CITY OF MANISTEE COMMOI		Summer Tax Distribution - DlqR	201600005	01/13/2016	01/13/2016	44.80
							<b>44.80</b>
703-000-221.007	Due Street Imp C						
	CITY OF MANISTEE COMMOI		Winter Tax Distribution - Oxfo	201600005	01/13/2016	01/13/2016	626.08
							<b>626.08</b>
703-000-222.000	Due County						
	MANISTEE COUNTY TREASL		Winter Tax Distribution	41994	01/13/2016	01/13/2016	149,253.07
	MANISTEE COUNTY TREASL		Summer Tax Distribution - Ops	41994	01/13/2016	01/13/2016	3,001.10
							<b>152,254.17</b>
703-000-225.002	Due MAPS Ops						
	MANISTEE AREA PUBLIC SCI		Winter Tax Distribution - Ops	41992	02/12/2016	01/13/2016	300,171.68
							<b>300,171.68</b>
703-000-225.003	Due MAPS Bond						
	MANISTEE AREA PUBLIC SCI		Winter Tax Distribution - Debt	41992	02/12/2016	01/13/2016	103,523.20
							<b>103,523.20</b>
703-000-228.000	Due State of Micl						
	MANISTEE COUNTY TREASL		Summer Tax Distribution - SET	41994	01/13/2016	01/13/2016	3,299.78
							<b>3,299.78</b>
703-000-234.000	Due to Intermedi						
	MANISTEE INTERMEDIATE S		Summer Tax Distribution	41996	02/12/2016	01/13/2016	1,342.05
							<b>1,342.05</b>
703-000-235.000	Due Community						
	WEST SHORE COMMUNITY C		Summer Tax Distribution	42022	02/12/2016	01/13/2016	1,810.10
							<b>1,810.10</b>
							<b>Total Dept. 000: 586,924.29</b>
							<b>RENT TAX COLLECTION: 586,924.29</b>

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<b>Fund: 705 DELINQUENT TAX COL</b>							
<b>Dept: 000</b>							
705-000-221.000	Due City CITY OF MANISTEE GENERA		Delq Pers Prop Tax - Ops	201600006	01/13/2016	01/13/2016	145.17
							<b>145.17</b>
705-000-221.001	Due Refuse CITY OF MANISTEE COMMOI		Delq Pers Prop Tax - Refuse	201600005	01/13/2016	01/13/2016	9.40
							<b>9.40</b>
705-000-221.002	Due City Admin CITY OF MANISTEE GENERA		Delq Pers Prop Tax - Admin	201600006	01/13/2016	01/13/2016	3.01
							<b>3.01</b>
705-000-221.003	Due City Pen\Int CITY OF MANISTEE GENERA		Delq Pers Prop Tax - Int/Pen	201600006	01/13/2016	01/13/2016	44.18
							<b>44.18</b>
705-000-222.000	Due County MANISTEE COUNTY TREASL		Delq Pers Prop Tax	41994	01/13/2016	01/13/2016	62.56
							<b>62.56</b>
705-000-225.002	Due MAPS Ops MANISTEE AREA PUBLIC SCI		Delq Pers Prop Tax - Ops	41992	02/12/2016	01/13/2016	32.70
							<b>32.70</b>
705-000-225.003	Due MAPS Bond MANISTEE AREA PUBLIC SCI		Delq Pers Prop Tax - Debt	41992	02/12/2016	01/13/2016	12.26
							<b>12.26</b>
705-000-228.000	Due State of Mich MANISTEE COUNTY TREASL		Delq Pers Prop Tax - SET	41994	01/13/2016	01/13/2016	49.04
							<b>49.04</b>
705-000-234.000	Due to Intermedi MANISTEE INTERMEDIATE S		Delq Pers Prop Tax	41996	02/12/2016	01/13/2016	18.80
							<b>18.80</b>
705-000-235.000	Due Community WEST SHORE COMMUNITY (		Delq Pers Prop Tax	42022	02/12/2016	01/13/2016	25.26
							<b>25.26</b>
						<b>Total Dept. 000:</b>	<b>402.38</b>
						<b>DELINQUENT TAX COLLECTION:</b>	<b>402.38</b>
						<b>Grand Total:</b>	<b>1,067,834.58</b>

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<b>Fund/Dept/Acct</b>	<b>Vendor Name</b>	<b>Invoice #</b>	<b>Invoice Desc.</b>	<b>Check #</b>	<b>Due Date</b>	<b>Invoice Date</b>	<b>Amount</b>
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**Recap by Fund**

<b>Fund #</b>	<b>Fund Name</b>	<b>Amount To Pay</b>	<b>Amount To Relieve</b>
101	GENERAL FUND	155,120.72	0.00
202	MAJOR STREET FUND	17,166.67	0.00
203	LOCAL STREET FUND	6,750.00	0.00
226	CITY REFUSE FUND	10,953.50	0.00
290	PEG COMMISSION	3,236.81	0.00
296	RAMSDELL THEATRE	4,892.57	0.00
508	BOAT RAMP FUND	305.30	0.00
573	WATER & SEWER UTILITY	250,477.92	0.00
594	MARINA FUND	4,899.69	0.00
661	MOTOR POOL FUND	26,704.73	0.00
703	CURRENT TAX COLLECTION	586,924.29	0.00
705	DELINQUENT TAX COLLECTION	402.38	0.00
<b>Grand Total:</b>		<b>1,067,834.58</b>	<b>0.00</b>







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AUTO VALUE \ AUTO-WARE:		256-902357	Headlamp Adj Scr	42028	01/21/2016	01/01/2016	9.38
AUTO VALUE \ AUTO-WARE:		256-901334	Fuel Filter	42028	01/08/2016	01/01/2016	17.64
AUTO VALUE \ AUTO-WARE:		256-903183	3/8 Binder Chain	42028	02/03/2016	01/04/2016	52.29
AUTO VALUE \ AUTO-WARE:		256-903363	Mini Lamp	42028	02/05/2016	01/06/2016	6.18
AUTO VALUE \ AUTO-WARE:		256-903800	Antenna	42028	02/10/2016	01/11/2016	5.39
AUTO VALUE \ AUTO-WARE:		256-903883	Blower Motor	42028	02/11/2016	01/12/2016	53.59
AUTO VALUE \ AUTO-WARE:		256-903972	4G-4MP, 4M2TXREEL	42028	02/12/2016	01/13/2016	20.25
AUTO VALUE \ AUTO-WARE:		256-904024	Contour 22, Glass Cleaner	42028	02/12/2016	01/13/2016	185.82
BELL EQUIPMENT COMPAN		0115179	Seal Kit, Hydraulic Motor	20160030	12/24/2015	01/01/2016	194.92
FASTENAL COMPANY		MIMAN116432	Machine Screw Nut, Socket	20160037	01/20/2016	01/01/2016	12.80
FASTENAL COMPANY		MIMAN115954	4-Hole Offset Corner Angle	20160037	12/18/2015	01/01/2016	23.73
GRAND RENTAL STATION		1-542326	Chain, Links	42044	02/06/2016	01/07/2016	28.30
HARBOR STEEL & SUPPLY C		04206697	Stainless S/C	20160038	01/16/2016	01/01/2016	55.00
HARBOR STEEL & SUPPLY C		04207146	8 x 8 x 1 HR Angle S/C	20160038	02/10/2016	01/11/2016	91.00
MANISTEE TIRE SERVICE		40227	Tire - New, Mount, Disposal	42057	01/29/2016	01/01/2016	738.43
MICHIGAN CAT		PD5914205	Tube, Cable, Pedal, Seal	42058	12/16/2015	01/01/2016	537.20
NAPA AUTO PARTS		206877	Battery Cable Lug	42062	12/29/2015	01/01/2016	3.38
NAPA AUTO PARTS		206868	Hose End, Hose, Sleeve	42062	12/29/2015	01/01/2016	51.64
NAPA AUTO PARTS		206737	Spreader, Accessory	42062	12/23/2015	01/01/2016	6.32
NAPA AUTO PARTS		206922	Sunf Ye	42062	12/30/2015	01/01/2016	11.38
NAPA AUTO PARTS		206690	Fib Str Bdy Flr	42062	12/22/2015	01/01/2016	29.15
NAPA AUTO PARTS		206928	Hal Bulb	42062	12/30/2015	01/01/2016	19.44
NAPA AUTO PARTS		207197	Vaiv Unitrac Fj	42062	01/07/2016	01/07/2016	124.00
NAPA AUTO PARTS		207317	Battery, Core Deposit	42062	01/11/2016	01/11/2016	124.33
NAPA AUTO PARTS		207380	Air Filter	42062	01/12/2016	01/12/2016	86.22
NAPA AUTO PARTS		207406	Hose End, Hose	42062	01/13/2016	01/13/2016	90.88
PRAXAIR DISTRIBUTION INC		7194244	Cable Lug, Ground Clamp	20160044	12/18/2015	01/01/2016	30.09
TRUCK & TRAILER SPECIAL		D10163	Top Grate Kit	42074	09/11/2015	01/01/2016	2,695.00
WAHR HARDWARE, INC.		C73033	C-Clamp	20160053	01/21/2016	01/01/2016	12.49
WAHR HARDWARE, INC.		D38278	Shackles Anchor	20160053	02/10/2016	01/11/2016	9.48
							<b>5,327.72</b>
101-441-955.000	Christmas Decon						
	TOP LINE ELECTRIC LLC	7061	Move Traffic Lights - Sleigh-	20160051	12/24/2015	01/01/2016	1,260.00
							<b>1,260.00</b>
101-441-985.000	Lease Purchase						
	US BANK EQUIPMENT FINA	296124902	Kyocera Copier - DPW	42075	01/17/2016	01/17/2016	127.79
							<b>127.79</b>
						<b>Total Dept. PUBLIC WORKS:</b>	<b>12,380.95</b>
Dept: 748	COMMUNITY DEVELOP						
101-748-728.000	SUPPLIES - Ope						
	JACKPINE BUSINESS CENTI	397590-0	Stapler, Binders	42048	02/14/2016	01/15/2016	40.22
							<b>40.22</b>
						<b>COMMUNITY DEVELOPMENT OFFICE:</b>	<b>40.22</b>
Dept: 751	PARKS & RECREATION						
101-751-728.000	SUPPLIES - Ope						
	FAMILY FARM & HOME - MA	002964/H	Dead Blow Hammer	42041	01/08/2016	01/01/2016	18.99
							<b>18.99</b>
101-751-831.000	Contractual Reps						
	C & W PORTABLES & SEPTI	0178	2015 Season - Portables	20160031	01/27/2016	01/01/2016	8,232.50
							<b>8,232.50</b>
101-751-920.000	Gas						
	DTE ENERGY		Gas Usage - 580 Maple St	42040	02/05/2016	01/06/2016	108.49
							<b>108.49</b>
101-751-930.000	Repairs & Mainte						
	CADILLAC PLUMBING-HEAT	698422	Cartridge Assy	42031	01/08/2016	01/01/2016	84.00





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<b>Total Dept. ADMINISTRATION:</b>							<b>2,504.72</b>
<b>Dept: 542 WATER OPERATION</b>							
573-542-715.000	Uniform & Cleani						
	MODEL COVERALL SERVICE	0564593	Uniform Cleaning - Water	20160043	01/22/2016	01/01/2016	27.20
	MODEL COVERALL SERVICE	0565955	Uniform Cleaning - Water	20160043	01/29/2016	01/01/2016	27.20
	MODEL COVERALL SERVICE	0567444	Uniform Cleaning - Water	20160043	02/05/2016	01/06/2016	27.20
	MODEL COVERALL SERVICE	0568890	Uniform Cleaning - Water	20160043	02/12/2016	01/13/2016	27.20
							<b>108.80</b>
573-542-728.000	SUPPLIES - Ope						
	JACKPINE BUSINESS CENTI	37991	Water Dept On/Off Notice	42048	02/06/2016	01/07/2016	33.83
	MODEL FIRST AID, SAFETY	00000112979	Cabinet Supplies	42059	12/14/2015	01/01/2016	31.17
	WAHR HARDWARE, INC.	C72700	Battery	20160053	01/17/2016	01/01/2016	3.99
	WAHR HARDWARE, INC.	C72702	Battery	20160053	01/17/2016	01/01/2016	3.99
	WAHR HARDWARE, INC.	C73805	Bulb	20160053	02/03/2016	01/04/2016	9.49
	WAHR HARDWARE, INC.	C74418	Snow Pusher, Gloves	20160053	02/10/2016	01/11/2016	33.36
	WAHR HARDWARE, INC.	C74555	Gloves	20160053	02/12/2016	01/13/2016	14.99
							<b>130.82</b>
573-542-824.000	Lab Testing						
	KENT COUNTY HEALTH DEF	EH123115-3921	Water Samples	42050	02/03/2016	01/04/2016	212.00
	WAHR HARDWARE, INC.	C73804	Freight - Water	20160053	02/03/2016	01/04/2016	11.28
	WAHR HARDWARE, INC.	C73981	Freight - Water	20160053	02/05/2016	01/06/2016	11.28
	WAHR HARDWARE, INC.	C74402	Freight - Water	20160053	02/10/2016	01/11/2016	11.47
	WAHR HARDWARE, INC.	C74554	Freight - Water	20160053	02/12/2016	01/13/2016	11.47
							<b>257.50</b>
573-542-831.000	Contractual Reps						
	TOP LINE ELECTRIC LLC	7054	Water - Remote SCADA Support	20160051	12/17/2015	01/01/2016	90.00
	TOP LINE ELECTRIC LLC	7122	Remove Water Bond Wire	20160051	01/04/2016	01/04/2016	56.60
							<b>146.60</b>
573-542-925.000	Electric						
	CONSUMERS ENERGY		Electric Usage	42034	02/08/2016	01/14/2016	5,885.94
							<b>5,885.94</b>
573-542-930.000	Repairs & Mainte						
	AUTO VALUE \ AUTO-WARES	256-902061	Spark Plugs	42028	01/17/2016	01/01/2016	1.99
	BRIAN'S AUTO PARTS, INC.	050987	Pin, Untramount Receiver,	42030	12/29/2015	01/01/2016	50.40
	CADILLAC PLUMBING-HEATI	698424	Std Galv Nip, Red Coup, Hex	42031	01/08/2016	01/01/2016	26.47
	ETNA SUPPLY COMPANY	S101655836.001	PVC Cutter	20160036	01/14/2016	01/01/2016	273.65
	FAMILY FARM & HOME - MAP	2995/16	Oil Husqvarna, Bar & Chain Oil	42041	02/05/2016	01/06/2016	14.15
	FASTENAL COMPANY	MIMAN116678	Round NPT Die, Die Stock	20160037	02/10/2016	01/11/2016	160.94
	FREEMAN CREEK EQUIPME	5937	Stihl Arbor Adapter	42043	01/06/2016	01/06/2016	11.98
	GRAND RENTAL STATION	1-542317	Chains, Round File, File Handl	42044	02/05/2016	01/06/2016	48.20
	MICHIGAN PIPE & VALVE	T71675	Repair Clamps	20160042	01/16/2016	01/01/2016	390.00
	OLSON LUMBER COMPANY	107766	Blue Board	42065	02/07/2016	01/08/2016	78.50
	SMITH/KIM//		5 x 7 Utility Trailer	42068	12/17/2015	01/01/2016	300.00
							<b>1,356.28</b>
<b>Total Dept. WATER OPERATION:</b>							<b>7,885.94</b>
<b>Dept: 543 SEWER - WWTP</b>							
573-543-715.000	Uniform & Cleani						
	MODEL COVERALL SERVICE	0565950	Uniform Cleaning - WWTP	20160043	01/29/2016	01/01/2016	38.36
	MODEL COVERALL SERVICE	0564588	Uniform Cleaning - WWTP	20160043	01/22/2016	01/01/2016	38.36
	MODEL COVERALL SERVICE	0567436	Uniform Cleaning - WWTP	20160043	02/05/2016	01/06/2016	38.36
	MODEL COVERALL SERVICE	0568884	Uniform Cleaning - WWTP	20160043	02/12/2016	01/13/2016	38.36
							<b>153.44</b>
573-543-728.000	SUPPLIES - Ope						
	ABSOLUTE SAFETY, INC.	WWTP291215A	Ball Valve Lockout	42023	01/28/2016	01/01/2016	65.39
	ABSOLUTE SAFETY, INC.	WWTP291215	Safety Meeting	42023	01/28/2016	01/01/2016	114.75

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	ACE HARDWARE & HOME C	146437	Thrd SI Tape, Tube Poly	42024	02/05/2016	01/06/2016	11.43
	AUTO VALUE \ AUTO-WARE:	256-902344	Wiring Clip, Cable Ties	42028	01/21/2016	01/01/2016	24.59
	JACKPINE BUSINESS CENTI	395317-0	Copyholder, Binders, Paper	42048	12/13/2015	01/01/2016	23.67
	JACKPINE BUSINESS CENTI	397376-0	Rpt Covers	42048	02/11/2016	01/12/2016	23.94
	JACKPINE BUSINESS CENTI	397521-0	Index	42048	02/12/2016	01/13/2016	7.74
	KOPY SALES INC.	98586	WWTP - Evaluation / Quote	20180040	12/27/2015	01/01/2016	45.00
	MODEL FIRST AID, SAFETY I	00000112979	Cabinet Supplies	42059	12/14/2015	01/01/2016	67.41
	OLESON'S FOOD STORES	#4797 - 01/11/16	Petroleum	42064	02/10/2016	01/11/2016	1.89
	WAHR HARDWARE, INC.	C73385	Filter	20160053	01/27/2016	01/01/2016	15.98
							<b>401.79</b>
573-543-824.000	Lab Testing NCL OF WISCONSIN, INC.	365693	Pipet Bulb, Buffered Dil. Wate	42063	01/14/2016	01/01/2016	307.49
							<b>307.49</b>
573-543-831.000	Contractual Reps TOP LINE ELECTRIC LLC	7050	WWTP - Remote High Flow Alar	20160051	12/17/2015	01/01/2016	90.00
	TOP LINE ELECTRIC LLC	7053	WWTP - Remote Operator 10	20160051	01/04/2016	01/04/2016	270.00
							<b>360.00</b>
573-543-870.000	Memberships & I WEF MEMBERSHIP	9000356265	Membership Renewal - R. Mohr	42079	12/31/2015	01/01/2016	203.00
							<b>203.00</b>
573-543-920.000	Gas DTE ENERGY		Gas Usage - 15 9th St	42040	02/14/2016	01/15/2016	1,874.92
							<b>1,874.92</b>
573-543-925.000	Electric CONSUMERS ENERGY		Electric Usage	42034	02/08/2016	01/14/2016	9,423.87
							<b>9,423.87</b>
573-543-930.000	Repairs & Mainte ACE HARDWARE & HOME C	149654	Bar Flat	42024	02/10/2016	01/11/2016	5.79
	AUTO VALUE \ AUTO-WARE:	256-895729	PM R O Hydraulic, Oiler,	42028	11/06/2015	01/01/2016	-17.21
	AUTO VALUE \ AUTO-WARE:	256-903882	Hitch Ball, Hitch Pin & Clip,	42028	02/11/2016	01/12/2016	28.97
	CADILLAC PLUMBING-HEATI	698830	PVC DWV Fem Adp	42031	01/15/2016	01/01/2016	8.84
	J.O. GALLOUP COMPANY	S104371761.001	Coupling, Cement, Primer	42047	01/16/2016	01/01/2016	24.79
	J.O. GALLOUP COMPANY	S104368524.001	Tee, Bushing, Coupling	42047	01/15/2016	01/01/2016	8.53
	J.O. GALLOUP COMPANY	S104349813.001	PVC Pipe, Elbow, Cleanout,	42047	01/17/2016	01/01/2016	341.26
	J.O. GALLOUP COMPANY	S104363361.001	Male Adapter	42047	01/14/2016	01/01/2016	64.71
	WAHR HARDWARE, INC.	C74148	Hex Bolt	20180053	02/07/2016	01/09/2016	2.29
	WAHR HARDWARE, INC.	D38271	Alum Screen, Pail Lid, Paint	20160053	02/10/2016	01/11/2016	22.37
							<b>490.34</b>
							<b>Total Dept. SEWER - WWTP: 13,214.85</b>
<b>Dept: 544 SEWER COLLECTION I</b>							
573-544-715.000	Uniform & Cleani MODEL COVERALL SERVICE	0564592	Uniform Cleaning - Str Sewers	20160043	01/22/2016	01/01/2016	9.20
	MODEL COVERALL SERVICE	0565594	Uniform Cleaning - Str Sewers	20160043	01/29/2016	01/01/2016	9.20
	MODEL COVERALL SERVICE	0567443	Uniform Cleaning - Str Sewers	20160043	02/05/2016	01/06/2016	9.20
	MODEL COVERALL SERVICE	0568889	Uniform Cleaning - Str Sewers	20160043	02/12/2016	01/13/2016	9.20
							<b>36.80</b>
573-544-728.000	SUPPLIES - Ope CADILLAC PLUMBING-HEATI	698831	LED Spotlight Blk, Blue Magic	42031	01/15/2016	01/01/2016	25.56
	USA BLUE BOOK	821838	Manhole Safety Platform	42076	01/09/2016	01/01/2016	427.34
	USA BLUE BOOK	821796	Telesteps Extension Ladder	42076	01/09/2016	01/01/2016	268.22
							<b>721.11</b>
573-544-930.000	Repairs & Mainte CADILLAC PLUMBING-HEATI	699221	PVC DWV Cap, PVC Cement:	42031	01/22/2016	01/01/2016	23.22
	FORBES SANITATION & EXC		Repair Sewer Line - Bryant &	42042	01/16/2016	01/01/2016	2,410.00

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	NAPA AUTO PARTS	207407	Gauge, Hos Clmp	42062	01/13/2016	01/13/2016	58.66
							<b>2,491.88</b>
							<b>3,249.79</b>
<b>jt. SEWER COLLECTION (STREETS):</b>							<b>3,249.79</b>
<b>Dept: 902 OTHER GRANTS</b>							
573-902-988.000	SAW Grant Expe						
	SPICER GROUP INC	178949	Mobile Mapping	20160049	11/30/2015	01/01/2016	2,488.33
	SPICER GROUP INC	179358	SAW Grant	20160049	12/22/2015	01/01/2016	8,625.74
	SPICER GROUP INC	178957	SAW Grant	20160049	11/30/2015	01/01/2016	10,018.09
							<b>21,132.16</b>
							<b>Total Dept. OTHER GRANTS: 21,132.16</b>
<b>Dept: 903 CAPITAL OUTLAY - ove</b>							
573-903-987.001	2015 Maywood T.						
	CITY OF LUDINGTON		Total Coliform Testing	42032	12/15/2015	01/01/2016	60.00
	DIXON ENGINEERING INC	15-10366	Project Administration	42038	12/29/2015	01/10/2016	200.00
							<b>260.00</b>
573-903-987.003	2015 Industrial P.						
	SPICER GROUP INC	178821	Industrial Park Pump Station	20160049	11/24/2015	01/01/2016	244.83
	SPICER GROUP INC	179351	Industrial Park Pump Station	20160049	12/22/2015	01/01/2016	787.59
	TOP LINE ELECTRIC LLC	7067	WWTP - Industrial Park Lift	20160051	12/24/2015	01/01/2016	7,461.00
	TOP LINE ELECTRIC LLC	7087	Industrial Park Lift Station	20160051	12/28/2015	01/01/2016	7,650.00
							<b>16,143.42</b>
573-903-987.004	2015 Sweetnam						
	SPICER GROUP INC	179350	Sweetnam Pump Station Design	20160049	12/22/2015	01/01/2016	395.69
	SPICER GROUP INC	178820	Sweetnam Pump Station Design	20160049	11/24/2015	01/01/2016	876.69
	TOP LINE ELECTRIC LLC	7074	Sweetnam Lift Station Telemetr	20160051	12/18/2015	01/01/2016	13,300.00
	TOP LINE ELECTRIC LLC	7088	Sweetnam Lift Station - Instal	20160051	12/28/2015	01/01/2016	1,962.75
							<b>16,535.13</b>
573-903-987.005	2015 Return Acti						
	SPICER GROUP INC	179352	WWTP RAS Pumps	20160049	12/23/2015	01/01/2016	2,004.43
							<b>2,004.43</b>
573-903-987.006	2015 Riverbank S						
	SPICER GROUP INC	178822	Riverbank Sewer Replacement	20160049	11/24/2015	01/01/2016	18,805.69
	SPICER GROUP INC	179353	Riverbank Sewer Replacement	20160049	12/22/2015	01/01/2016	11,825.59
							<b>30,631.28</b>
573-903-987.007	2015 Sixth Ave P						
	SPICER GROUP INC	178823	6th Avenue Lift Station	20160049	11/24/2015	01/01/2016	12,449.16
	SPICER GROUP INC	179354	6th Avenue Lift Station	20160049	12/22/2015	01/01/2016	11,221.35
							<b>23,670.51</b>
573-903-987.008	2015 Flow Monit						
	SPICER GROUP INC	178824	I&I Flow Monitoring	20160049	11/24/2015	01/01/2016	2,283.80
							<b>2,283.80</b>
							<b>Dept. CAPITAL OUTLAY - over \$5,000: 91,528.57</b>
							<b>WATER &amp; SEWER UTILITY: 139,516.03</b>
<b>Fund: 594 MARINA FUND</b>							
<b>Dept: 000</b>							
594-000-308.001	Marina Bldg - Pri						
	WEST SHORE BANK		Marina Loan #1104879960	42080	02/11/2016	01/16/2016	22,805.26
							<b>22,805.26</b>
594-000-892.500	Marketing						
	MANISTEE CO VISITORS BU	5070	Advertisement - 2016 Visitors	42053	12/04/2015	01/01/2016	425.00

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							<b>425.00</b>
594-000-920.000 Gas	DTE ENERGY		Gas Usage - 480 River Street	42040	02/07/2016	01/08/2016	396.99
							<b>396.99</b>
						<b>Total Dept. 000:</b>	<b>23,627.25</b>
<b>Dept: 574 DEBT SERVICE</b>							
594-574-998.001 Marina Bldg - Int	WEST SHORE BANK		Marina Loan #1104879860	42080	02/11/2016	01/16/2016	9,581.16
							<b>9,581.16</b>
						<b>Total Dept. DEBT SERVICE:</b>	<b>9,581.16</b>
						<b>Total Fund MARINA FUND:</b>	<b>33,208.41</b>
<b>Fund: 703 CURRENT TAX COLLE</b>							
<b>Dept: 000</b>							
703-000-215.000 Due DDA	DOWNTOWN DEVELOPMEN		Winter Tax Distribution	42039	02/24/2016	01/25/2016	4,177.40
							<b>4,177.40</b>
703-000-221.000 Due City	CITY OF MANISTEE GENER/		Summer Tax Distribution - Ops	20160033	01/25/2016	01/25/2016	756.25
							<b>756.25</b>
703-000-221.001 Due Refuse	CITY OF MANISTEE COMMO		Summer Tax Distribution - Refu	20160032	01/25/2016	01/25/2016	48.96
							<b>48.96</b>
703-000-221.002 Due City Admin	CITY OF MANISTEE GENER/ CITY OF MANISTEE GENER/		Winter Tax Distribution - Admi Summer Tax Distribution - Admi	20160033 20160033	01/25/2016 01/25/2016	01/25/2016 01/25/2016	3,108.16 25.12
							<b>3,133.28</b>
703-000-221.003 Due City Pen/Int	CITY OF MANISTEE GENER/		Summer Tax Distribution - Pena	20160033	01/25/2016	01/25/2016	101.47
							<b>101.47</b>
703-000-222.000 Due County	MANISTEE COUNTY TREAS/		Winter Tax Distribution	42054	01/25/2016	01/25/2016	48,740.32
	MANISTEE COUNTY TREAS/		Summer Tax Distribution - Ops	42054	01/25/2016	01/25/2016	234.19
							<b>48,974.51</b>
703-000-225.002 Due MAPS Ops	MANISTEE AREA PUBLIC SC		Winter Tax Distribution - Ops	42051	02/24/2016	01/25/2016	209,620.60
							<b>209,620.60</b>
703-000-225.003 Due MAPS Bond	MANISTEE AREA PUBLIC SC		Winter Tax Distribution - Debt	42051	02/24/2016	01/25/2016	41,458.15
							<b>41,458.15</b>
703-000-228.000 Due State of Mich	MANISTEE COUNTY TREAS/		Summer Tax Distribution - SET	42054	01/25/2016	01/25/2016	255.47
							<b>255.47</b>
703-000-234.000 Due to Intermedi	MANISTEE INTERMEDIATE E		Summer Tax Distribution	42056	02/24/2016	01/25/2016	97.92
							<b>97.92</b>
703-000-235.000 Due Community	WEST SHORE COMMUNITY		Summer Tax Distribution	42081	02/24/2016	01/25/2016	230.85
							<b>230.85</b>

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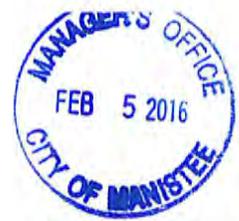
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<b>Fund/Dept/Acct</b>	<b>Vendor Name</b>	<b>Invoice #</b>	<b>Invoice Desc.</b>	<b>Check #</b>	<b>Due Date</b>	<b>Posting Date</b>	<b>Amount</b>
						<b>Total Dept. 000:</b>	<b>308,854.86</b>
						<b>RENT TAX COLLECTION:</b>	<b>308,854.86</b>
						<b>Grand Total:</b>	<b>646,267.64</b>



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

## MEMORANDUM

TO: Thad Taylor  
City Manager

FROM: Denise Blakeslee   
Planning & Zoning Administrator

DATE: February 5, 2016

RE: Historic District Commission By-Law Amendment

Thad, On February 4, 2016 the City of Manistee Historic District Commission amended Section 6 Annual Review of By-Laws. The Commission holds their annual election of officers in December and want to review their by-laws at the same time. The change would read as follows:

### 6. ANNUAL REVIEW OF BY-LAWS

The Commission shall annually review their By-Laws at the regularly scheduled meeting in ~~January~~ **December**.

Enclosed is a copy of the By-Laws for Council's consideration.

:djb

Motion by John Perschbacher, seconded by Aaron Bennett to approve the request from River Parc Place II LLC (Edgewater) for a certificate of appropriateness for the following changes to the building at 80 Washington Street submitted with application HDC-2016-03:

- East Elevation: Installation of two new windows to match existing
- West Elevation: Installation of two new windows to match existing; replacement of two round windows with new windows to match existing.
- North Elevation: Construction of new corridor, Installation of three windows in corridor same style window as existing except half the size, Remove two patio doors, Replace two garage doors with commercial storefronts as shown on spec sheet storefronts and entrances (EcoLuminum by Tubelite).

With a roll call vote this motion passed 6 to 0.

Yes: Bennett, Carlson, Perschbacher, Trucks, Russell, Kracht  
No: None

#### OLD BUSINESS

##### Amend By-Laws

At the January Historic District Commission Meeting the commissioners asked that the annual review of the By-Laws take place at the December Meeting. Staff has drafted a change to the By-laws to reflect the change for the Commissioners consideration.

MOTION by John Perschbacher, seconded by Mary Russell that Historic District Commission amends Section 6 Annual Review of By-Laws to read: *The Commission shall annually review their By-Laws at the regularly scheduled meeting in December.*

With a roll call vote this motion passed 6 to 0.

Yes: Russell, Trucks, Perschbacher, Bennett, Carlson, Kracht  
No: None

#### PUBLIC COMMENTS AND COMMUNICATIONS CONCERNING ITEMS NOT ON THE AGENDA

Chair Kracht spoke with Denis TerHorst who noted that City Council will be discussing if trees should be allowed in the downtown at their worksession on February 9th. Commissioners were encouraged to attend.

**CITY OF MANISTEE**  
**HISTORIC DISTRICT COMMISSION**  
**BY-LAWS AND RULES OF PROCEDURES**

1. AUTHORITY

These By-laws and Rules of Procedures are adopted by the Historic District Commission of the City of Manistee, County of Manistee, (hereinafter referred to as the Commission) pursuant to Public Act 169 of 1970, as amended, the Local Historic Districts Act; the City of Manistee Codified Ordinance, and the Public Act 267 of 1976, as amended, the Open Meetings Act.

2. OFFICERS

2.1 Selection. At the December meeting, the Historic District Commission shall elect a chair, vice-chair and appoint a recording secretary who shall serve for the next twelve (12) months and who shall be eligible for re-election. Vacancies in an office of the Commission shall be filled at the next regular meeting of the Commission. The membership shall elect one of its members to fill the vacancy until the next annual election.

2.2 Duties. The chair shall preside at all meetings and shall conduct all meetings in accordance with the rules provided herein and sign all official documents.  
The vice-chair shall act in the capacity of the chair in the absence of the chair or in the event of a vacancy in the office of chair; in which case, the Commission shall select a successor to the office of vice-chair at the earliest practicable time.

The Recording Secretary shall be responsible for execution of documents in the name of the Historic District Commission, the preparation of minutes, keeping of pertinent public records, delivering communications, reports, and related items of business of the Commission, issuing notices of public hearings and performing related administrative duties to assure efficient and informed Commission operations. In the event the Recording Secretary is absent, the chair or acting chair shall appoint a temporary recording secretary for such meeting.

2.3 Tenure. The officers shall take office at the first regularly scheduled meeting immediately following their election. They shall hold their office for a term of one year, or until their successors are elected and assume office.

3. MEETINGS

3.1 Meeting Notice. Notice of all meetings shall be posted at City Hall by December 31<sup>st</sup> of each year. The notice shall include the date, time and place of the meeting. Any changes in the date or time of the regular meetings shall be posted and noticed in the same manner

as originally established. When a regular meeting date falls on or near a legal holiday, the Commission shall select suitable alternate dates in the same month, in accordance with the Open Meeting act.

3.2 Commission Absences. In order to maintain the maximum participation of all appointed Historic District Commission members at all scheduled meetings, the following is the attendance guide and Commissioner replacement policy for “excused” or “unexcused” absences:

1. When appointed, each Commissioner should state his/her willingness and intention to attend each scheduled meeting of the Historic District Commission.
2. In the event of unplanned personal matters, business trips, family vacation trips, changed job requirements, sickness, or other physical disabilities that prohibit the Commissioner from attending the scheduled meeting; the Commission Chair or staff Liaison to the Historic District Commission should be notified as soon as possible prior to the time of the scheduled meeting of their inability to attend. The Commissioner upon this notification will receive an “excused absence” for the involved scheduled meeting.
3. If any Commissioner is absent from three (3) consecutive scheduled meetings without an “excused absence” for any of the three (3) meetings, the Commissioner shall be reported in writing to the City Manager. The City Manager will contact the Commissioner 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 Commissioner. However, if the Commissioner 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 Commissioner in writing and question the member’s continued ability or interest to be on the Commission. The Commissioner 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.

3.3 Special Meetings. A special meeting may be called by the Chair, or three members of the Historic District Commission upon written request to the Recording Secretary. The business which the Historic District Commission may perform shall be conducted at a public meeting of the Historic District Commission held in compliance with the Open meeting Act. Public Notice of the time, date, and place of the special meeting shall be given in a manner as required by the Open Meeting act, and the Recording Secretary shall provide notice to commission members by writing, telephone, or e-mail.

3.4 Quorum. In order for the Commission to conduct business or take any official actions, a

quorum consisting of at least a majority of the appointed Commissioners shall be present. When a quorum is not present, no official action, except for the closing of the meeting may take place. The members of the commission may discuss matters of interest, but shall take no action until the next regular or special meeting. All public hearings without a quorum shall be scheduled for the next regular or special meeting and no additional public notice is required provided the date, time and place is announced at the meeting.

- 3.5 Public Hearings. Hearings shall be scheduled and due notice given in accordance with the provisions of the Acts and Ordinance cited in Section 1. Public hearings conducted by the Historic District Commission shall be run in an orderly and timely fashion. This shall be accomplished by the following procedure.
1. The Chair of the Historic District Commission shall announce that a public hearing will be conducted on a request.
  2. The Chair shall read the public hearing announcement as published in the newspaper and give a brief description of the hearing subject and the public notice procedure.
  3. The Chair shall announce the following hearing rules:
    - a. The Chair will recognize each speaker. When a speaker has the floor, he/she is not to be interrupted unless time has expired. Persons speaking without being recognized shall be out of order.
    - b. Each speaker shall state their name and address for the record and may present written comments for the record.
    - c. Speakers shall address all comments and questions to the Historic District Commission and comments will be limited to the subject matter of the Public Hearing.
    - d. Unless waived by the Historic District Commission for a specific meeting or a specific speaker, public comment shall be limited to five (5) minutes per speaker, one time only. If a group of people wish to be heard on one subject, a spokesperson may be designated who may request that more than five (5) minutes be permitted for collective comments of the group as presented by that speaker.
    - e. The Chair may require that repetitive comments be limited or abbreviated in the interest of saving time and allowing others to speak. Everyone shall have an opportunity to speak before someone is allowed to speak a second time.
    - f. The Chair may establish additional rules of procedure for particular hearings as he/she determines appropriate.
    - g. Normal civil discourse and decorum is expected at all times. Applause, shouting, outbursts, demonstrations, name-calling or other provocative speech or behavior may result in removal from the hearing or an adjournment.
  4. Once all public comments have been stated, the Chair shall close the hearing. Any voting member of the Historic District Commission may initiate a motion to close the hearing.
  5. Public Hearings shall be carried out in the following format:

- a. The Chair shall open the hearing.
  - b. The Applicant shall present any comments and explanation of the case. Applicant's presentation shall not be subject to the five (5) minute limitation.
  - c. The City staff and any consultants serving the City shall present their reports.
  - d. The hearing will be opened for public comment.
  - e. The public comment period will be closed.
  - f. Deliberation and discussion by the Historic District Commission.
  - g. Disposition of the case by the Historic District Commission.
- 3.6 Motions. Motions shall be restated by the Chair before a vote is taken. The name of the maker and supporter of each motion shall be recorded.
- 3.7 Voting. An affirmative vote of the majority of those members present shall be required for the approval of any requested action or motion placed before the Commission. Voting shall ordinarily be by voice vote; provided however that a roll call vote shall be required if requested by any Commission member or directed by the Chairperson. All members of the Commission including the Chairperson shall vote on all matters, but the Chairperson shall vote last.
- 3.8 Order of Business. A written agenda for all regular meetings shall be prepared.
- 3.9 Rules of Order. All meetings of the Commission shall be conducted in accordance with generally accepted parliamentary procedure as adopted by City Council for all Boards and Commissions within the City of Manistee.
- 3.10 Agenda Items. For an item to be considered at a regular Historic District Commission meeting, it must be submitted to the City no later than the established policy of the City prior to the next scheduled Historic District Commission Meeting.
- 3.11 Conflict of Interest:
1. As used here, a conflict of interest shall at a minimum include, but not necessarily be limited to, the following:
    - a. A commission member issuing, deliberating, voting or reviewing a case concerning himself.
    - b. A commission member issuing, deliberating, voting or reviewing a case concerning work on land owned by himself.
    - c. A commission member issuing, deliberating, voting or reviewing a case involving a corporation, company, partnership, or other entity in which he is a part owner, or any other relationship where he may stand to have a financial gain or loss.
    - d. A commission member issuing, deliberating, voting or reviewing a case which is an action which results in a pecuniary benefit to himself.
    - e. A commission member issuing, deliberating, voting or reviewing a case concerning

his spouse, children, step-child, grandchildren, parents, brother, sister, grandparents, parents in-law, grandparents in-law or member of his household.

- f. A commission member may consider the possibility of declaring a conflict of interest if his/her home falls within a notification radius used for a Public Hearing. Because the sending of the notice automatically presumes some degree of interest, this fact should be recognized by declaring a conflict, particularly if a financial impact is likely.
  - g. A commissioner who feels, in his/her judgement that his/her job, scope of duties and/or position may be at risk, pending the outcome of the permitting process.
2. A commission member shall, when he/she has a conflict of interest do the following immediately, upon the first review of the case and determining a conflict exists:
- a. declare a conflict exists at the beginning of the meeting where the case appears on the agenda, or when the topic brought up so such declaration is recorded in the minutes, and
  - b. refrain from participating in the discussion, site inspection or review of the case, except where specific information has been requested by the commission, and
  - c. refrain from casting a vote on any motion having to do with the case.

#### 4. MINUTES

- 4.1 Preparation. Commission minutes shall be prepared by the Recording Secretary of the Commission. The minutes shall contain a brief synopsis of the meeting, including a complete restatement of all motions and recording votes; complete statement of the conditions or recommendations made on any action; and recording of attendance. All communications, action and resolutions shall be attached to the minutes.

#### 5. OPEN MEETINGS AND FREEDOM OF INFORMATION PROVISIONS

- 5.1 All meetings of the Commission shall be open to the public and held in a place available to the general public.
- 5.2 All deliberations and decision of the Commission shall be made at a meeting open to the public.
- 5.3 A person shall be permitted to address a hearing of the Commission under the rules established in subsection 3.5, and to address the Commission concerning non-hearing matters at the time designated for such comments.
- 5.4 A person shall not be excluded from a meeting of the Commission except for breach of the peace, committed at the meeting.
- 5.5 All records, files, publications, correspondences, and other materials are available to the public for reading, copying, and other purposes as governed by the Freedom of Information Act.

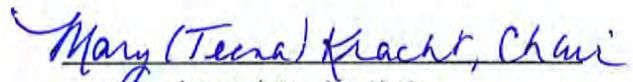
6. ANNUAL REVIEW OF BY-LAWS

The Commission shall annually review their By-Laws at the regularly scheduled meeting in December.

7. AMENDMENTS

These rules may be amended by the Commission by a concurring vote subject to subsection 3.7, during any regular meeting, provided that all members have received an advanced copy of the proposed amendments at least three (3) days prior to the meeting at which such amendments are to be considered.

I HEREBY CERTIFY that the above Bylaws were adopted the 4<sup>th</sup> day of February 2016.

  
Mary (Teena) Kracht, Chair

[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.]

[Annotation: On February 4, 2016 the Historic District Commission amended Section 6 Annual Review of By-Laws was amended for the annual review of the by-laws to take place in December instead of January]

Approved by the City of Manistee Council

\_\_\_\_\_  
Date

\_\_\_\_\_  
Colleen Kenny, Mayor

# Memorandum



TO: Thad Taylor  
City Manager

FROM: Denise Blakeslee  
Planning & Zoning Administrator 

DATE: February 5, 2016

RE: Parcel Split & Combination Request  
T. Eftaxiadis and Vickers Hansen

Denise Blakeslee  
Planning & Zoning  
Administrator  
70 Maple Street  
Manistee, MI 49660  
231.398.2805  
dblakeslee@manisteemi.gov  
www.manisteemi.gov

Thad, on February 4, 2016 the Planning Commission reviewed and made a recommendation to City Council to approve a request T. Eftaxiadis (817 Cherry Street) and Vickers Hansen (813 Cherry Street) for a Parcel Split and Combination. The home at 815 Cherry Street was destroyed in a fire in 2014 and was not rebuilt. Adjoining property owners T. Eftaxiadis and Vickers Hansen purchased the property and are asking to divide the property in half and combine it with their parcels.

A copy of the request and Planning Commission meeting minutes are attached.

# Memorandum



TO: Planning Commissioners

FROM: Denise Blakeslee  
Planning & Zoning Administrator 

DATE: January 13, 2016

RE: Eftaxiadis/Hansen Parcel Split and Combination Request

Denise Blakeslee  
Planning & Zoning  
Administrator  
70 Maple Street  
Manistee, MI 49660  
231.398.2805  
dblakeslee@manisteemi.gov  
www.manisteemi.gov

Commissioners, we have received a request from T. Eftaxiadis and Vickers Hansen for a parcel split and combination. The home at 815 Cherry was destroyed by fire in 2014. The adjoining property owners T. Eftaxiadis and Vickers Hansen purchased the now vacant parcel and wish to split it in half and combine it with their parcels. The survey shows the new parcels and provides new legal descriptions for the parcels.

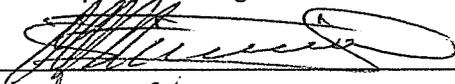




Planning & Zoning, City Hall  
 70 Maple Street  
 Manistee, MI 49660  
 231.398.2805 (phone)  
 231.723.1546 (fax)

## Parcel Split and/or Combination Request Form

Please Print

Parcel Combination Requirements	
<p>Any Split of a Parcel within the City of Manistee requires review and approval of the Planning Commission and City Council. Even if the Parcel contains platted lots approval is <b>still</b> required. Requests are reviewed for compliance with the Zoning Ordinance. If a request meets all of the requirements of the Zoning Ordinance it will be forwarded to the City Planning Commission. The Planning Commission reviews the request and makes recommendation to the City Council. Notification will be mailed to applicants regarding City Council's determination. Requests must include the <b>fee of \$100.00 for the first split and \$50.00 for each additional split</b>. Incomplete requests will be returned to the applicant. <i>Must be submitted 15 days prior to the Planning Commission meeting to be placed on the agenda. The City does not conduct a title search for the property.</i></p>	
<p>To update their property taxes the property owner should send a copy of the determination to:            County Equalization Department            415 Third Street            Manistee, MI 49660</p>	
<p>If the parcel involves a principal residence or homestead it is up to the applicant to notify the City Assessor at (231) 398-2802 to update their Homestead Exemption.</p>	
Property Information	
Address: 815 Cherry Street	Parcel # 51-51-352-703-05
Applicant Information	
Name of Owner: T. Eftaxiadis and Vickers Hansen	
Address: 817 Cherry Street and 813 Cherry Street, respectively	
Phone #:	Cell#: 231-233-5642 e-mail: eftaxiadis@charter.net
Project Information	
Reason for Request: <i>Increase size of both parent parcels to meet zoning requirements.</i>	
Site Plan Requirements	
<p>The applicant is responsible to provide a survey and legal descriptions of the proposed parcels (unless waived by the Zoning Administrator). If buildings or structures are located on a parcel a site plan showing set-backs is required. Requests are reviewed for compliance with the Zoning Ordinance. <b>The Zoning Administrator reserves the right to require additional information necessary to meet the requirements of the Zoning Ordinance.</b></p>	
Authorization	
<p>By signing the application the applicant is authorizing City Staff or Planning Commissioners permission to make site inspections as necessary. The undersigned affirms that the information included in this application is correct.</p>	
Signature: 	Date: <u>January 7, 2016</u>
Signature: <i>Vickers Hansen</i>	Date: <u>1-7-16</u>
<input checked="" type="checkbox"/> Fee of \$100.00 for the first split and \$50.00 for each additional split enclosed and Site Plan for project attached (permit cannot be issued without site plan)	
Office Use Only	
Fee: <input type="checkbox"/> \$ 100.00	Receipt # <u>33853</u>
Notes:	
Signature: _____ Date: _____	

361 First Street  
Manistee, MI 49660  
T 231.723.1198  
F 231.723.1194

Benton Harbor, MI  
South Haven, MI  
South Bend, IN  
Fort Wayne, IN

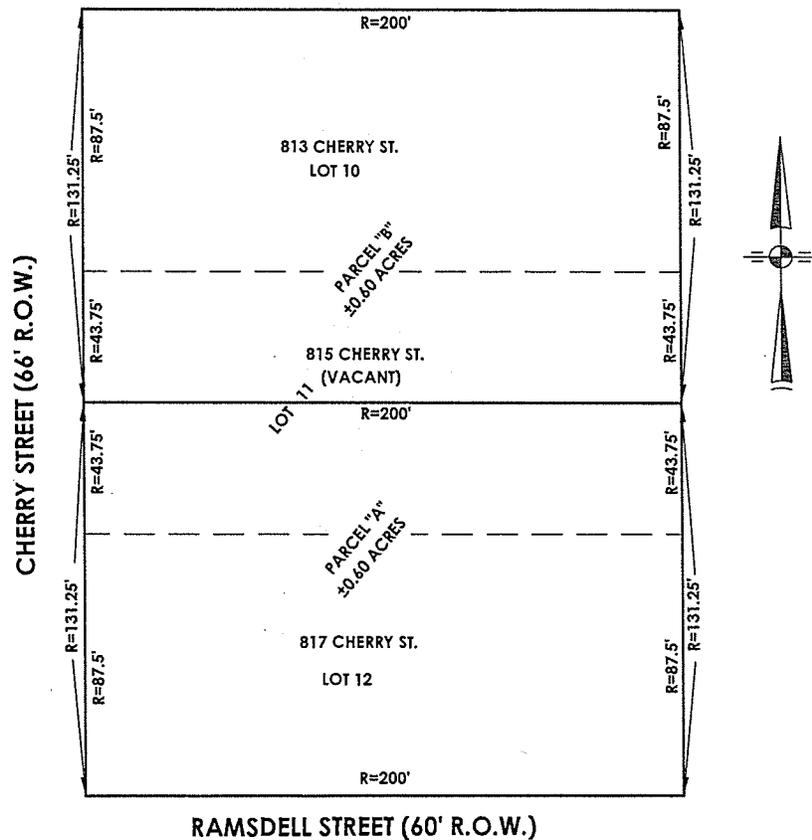
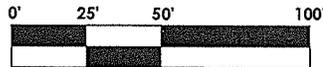
## SKETCH OF DESCRIPTION

**PARCEL "A"**

A PARCEL OF LAND IN THE CITY OF MANISTEE, MANISTEE COUNTY, MICHIGAN DESCRIBED AS LOT 12 AND THE SOUTH 1/2 OF LOT 11 GOLFMOOR SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 4 OF PLATS PAGE 7.

**PARCEL "B"**

A PARCEL OF LAND IN THE CITY OF MANISTEE, MANISTEE COUNTY, MICHIGAN DESCRIBED AS LOT 10 AND THE NORTH 1/2 OF LOT 11 GOLFMOOR SUBDIVISION ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 4 OF PLATS PAGE 7.



*Craig R. Stapley*  
CRAIG R. STAPLEY  
LICENSED PROFESSIONAL SURVEYOR No. 46687  
ABONMARCHE CONSULTANTS, INC.

1/16/16  
DATE OF CERTIFICATE

PREPARED FOR:  <b>THRASOS EFTAXIADIS</b>	DRAWN BY: CRS	GOLFMOOR SUB.
	APPROVED BY: CRS	-
	DATE: JAN. 5, 2016	
	SCALE: 1"=50'	SHEET 1 OF 1

**PUBLIC COMMENT ON AGENDA RELATED ITEMS**

None

**NEW BUSINESS**

**PC-2016-02 Parcel Split and Combination Request, T. Eftaxiadis (817 Cherry Street) and Vickers Hansen (813 Cherry Street)**

A request has been received from T. Eftaxiadis (817 Cherry Street) and Vickers Hansen (813 Cherry Street) for a Parcel Split and Combination. The home at 815 Cherry Street was destroyed in a fire in 2014 and was not rebuilt. Adjoining property owners T. Eftaxiadis and Vickers Hansen purchased the property and are asking to divide the property in half and combine it with their parcels.

Motion by Aaron Bennett, seconded by Mark Wittlieff that the Planning Commission recommend to City Council to approve the request for a Parcel Split and Combination from T. Eftaxiadis and Vickers Hansen that would divide parcel 51-352-703-05 in half with the north 43.75' being combined with Mr. Hansen's parcel #51-352-703-03 and the south 43.75' being combined with Mr. Eftaxiadis' parcel 51-352-703-07.

With a Roll Call vote this motion passed 5 to 0.

Yes: Wittlieff, Barry, Bennett, McBride, Yoder  
No: None

**Northern Michigan Recovery Residences**

Northern Michigan Recovery Residences has requested to be placed on the Planning Commission Agenda to discuss their one of a kind supportive transitional residential program.

**Al Frye, Northern Michigan Recovery Residences** – Mr. Frye spoke to the commission about their program and the need for a facility in Manistee. Previously Greg Stone (Stonehouse) operated a facility for Men on McKee Street (2005) and then a place for Woman was opened on Clay Street. Both were closed in 2014. The Stonehouse faculties were not managed well, had poor supervision and did not obtain the necessary approvals for the woman's facility. They want to work with the city and be upfront with their program.

They are now working with Northern Michigan Recovery Residences and are looking to start with a six bed facility for men in Manistee. They would have a 40 hour a week employee and volunteer's onsite and they would provide 24 hour coverage. They are working with the Catholic Human Services, Central Wellness and the Little River Band of Ottawa Indians. Guardian Angels Church has offered the use of the former Convent for their program.

Their program would include people from prison re-entry (Manistee and Benzie County). The State will pay their facility for accepting prisoner re-entry which will help support their facility. Sex-offenders would be screened and they may accept (by example) an 18 year old male who was charged with having sex with an under aged girl, but not allow a convicted pedophile.



## Finance\Treasurer's Office

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**Memo to:** Thad Taylor, City Manager

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

**Re:** South Washington Area Brownfield Plan Development Agreement

**Date:** February 10, 2016

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Thad,

The South Washington Area redevelopment project is starting to move forward. Council was briefed on the status of the project at the January 12, 2016 work session. As the next step in the process, the City has negotiated a development agreement between the City, Developer and Brownfield Redevelopment Authority (BRA) and is attached. City Attorney George Saylor was part of the negotiations and assisted in drafting the agreement.

The development agreement was approved by the BRA at their meeting on February 9, 2016. The Developer also has approved the agreement.

The agreement spells out the rights and obligations of the City, Developer and BRA. It is rather lengthy and detailed; however, that is necessary in a project of this complexity. The underlying goal of the agreement is to provide protection and assurances for the City and BRA while at the same time balancing that with the needs of the developer to ensure the project's success. The agreement has several sections as shown below, which will be discussed more fully at the Council meeting.

- Premises & Definitions
- Covenants of Owner and Developer
- Conditions Precedent to Owner's or City's Obligations under This Agreement
- Covenants of the BRA
- Conditions Precedent to CMBRA's Obligations
- Owner's & Public Developer's Contractor Responsibilities
- Coordinated Construction
- Representations & Warranties
- Defaults, Remedies, and Termination
- Miscellaneous

As was discussed with Council at the August 12, 2014 Council work session and again on the January 12, 2016 work session, this project is quite complex and requires additional approvals including: MEDC Blight Elimination Grant(s); Obsolete Property Rehabilitation Act designation for the North Channel Outlet building; and MSHDA Rental Rehabilitation Grant.

**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) 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 sub-contractor, 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

 2-10-16  
By: John Groothuis  
Its: Member

CITY OF MANISTEE

---

By: Colleen Kenny  
Its: Mayor

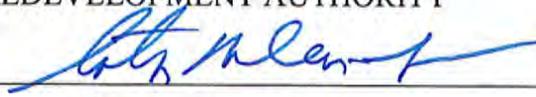
CITY OF MANISTEE

---

By: Michelle Wright  
Its: Clerk

CITY OF MANISTEE BROWNFIELD  
REDEVELOPMENT AUTHORITY

---

 2/9/2016

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By: Clinton McKinven-Copus  
Its: Chair

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:

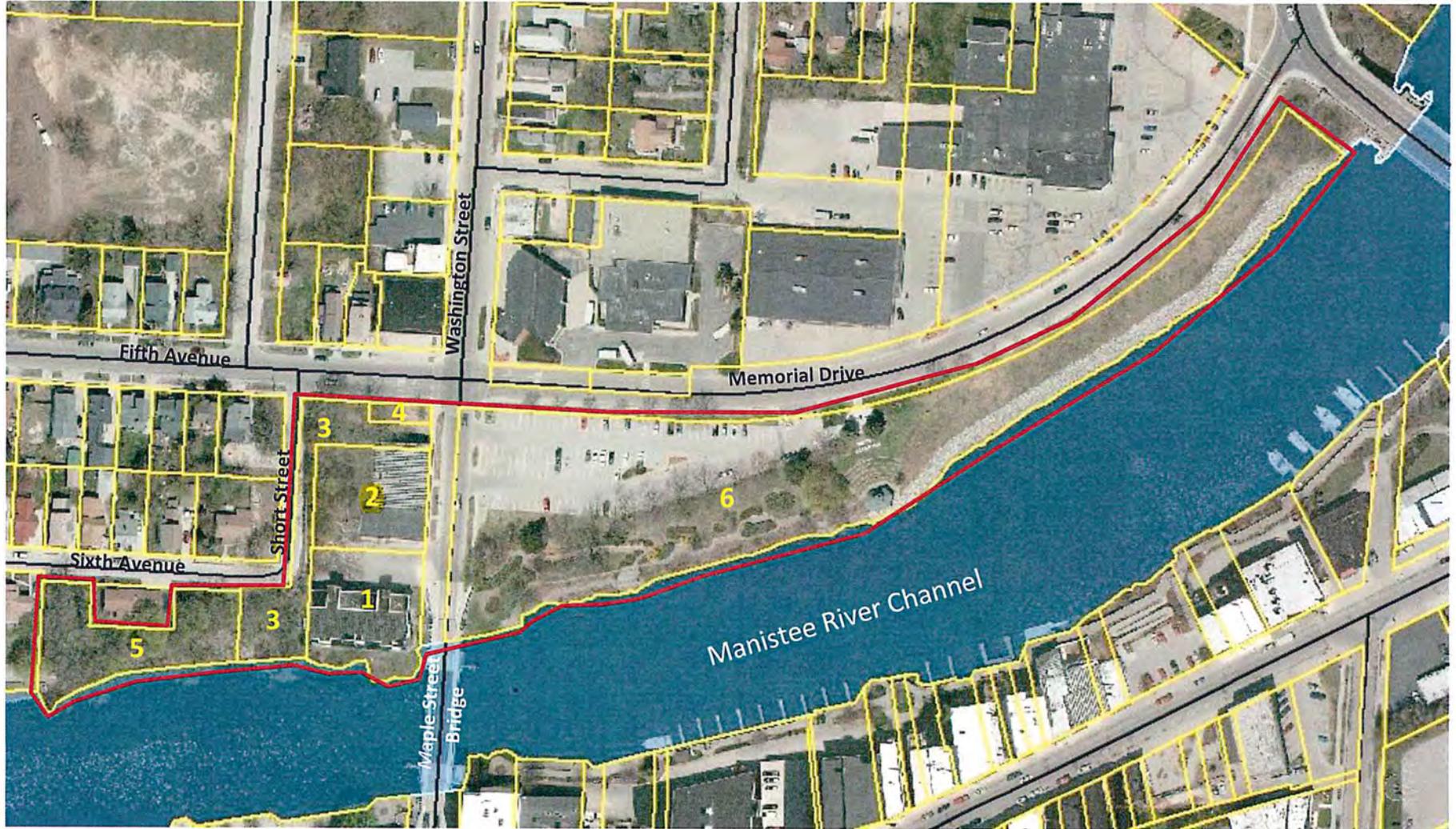
- Phase I of the project involves the redevelopment of the former River Parc Place building and vacant land located north, west and south of the building (80 Washington Street) into a complex consisting of:
  - Eighteen to twenty (18-20) residential condominium units
  - Two (2) commercial storefront 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

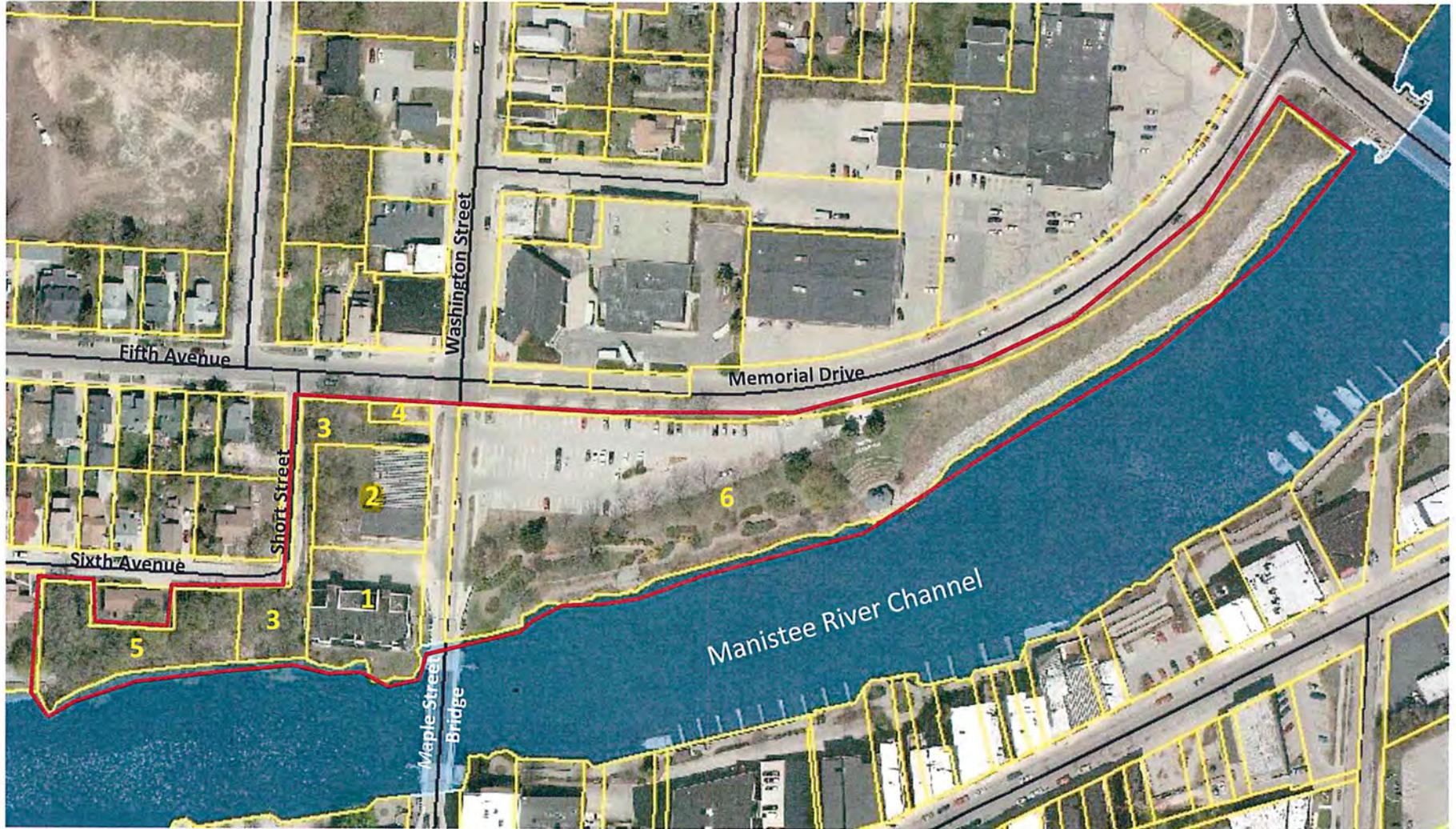
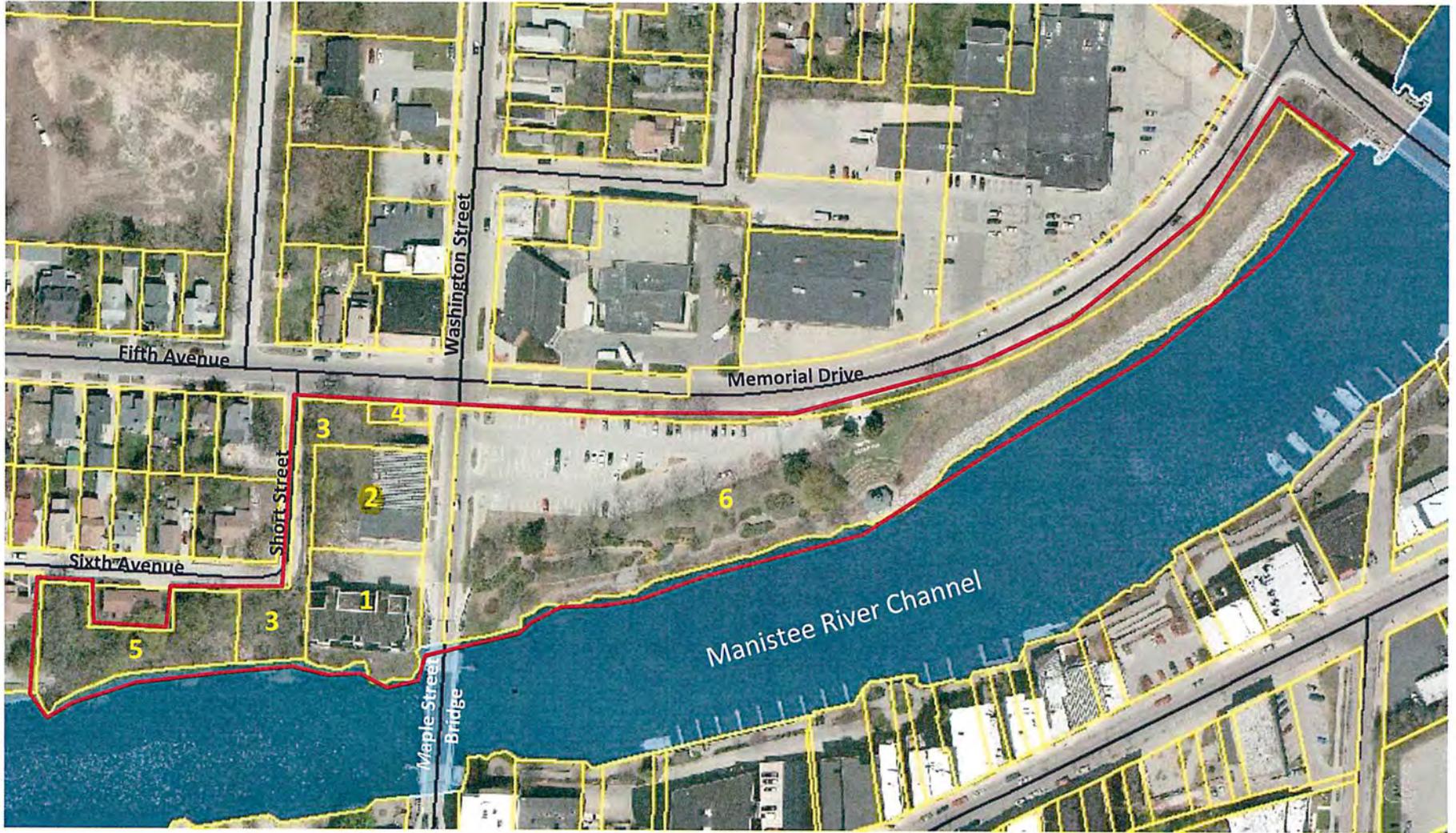


EXHIBIT E - CITY'S PROPERTY

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



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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 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 5<sup>th</sup> 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



**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 (as to Parcels 1 and 2) and **River Parc Place II**, a Michigan limited liability company of 300 Washington Avenue, Suite 200, Grand Haven, MI 49417 (as to Parcel 3), referred to in this instrument collectively 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 parties hereinafter outlined, 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 easement for repair, maintenance and rebuilding of the Short Street Stabilization Structure (as defined herein) 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 maintain, repair and rebuild the stabilization structure 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:

Parcel 1: 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 the 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 5<sup>th</sup> Avenue to River-Bet. Washington and Short Streets.

Parcel ID#: 51-51-211-100-03

Also,

Parcel 2: Part of Government Lot One (1), commencing at the Northeast corner of said Section, thence South 89°54’09” West 33 feet, thence South 87 feet to the Point of Beginning, thence South 125.62 feet, thence South 89°54’09” West, 137 feet, thence North 125.62 feet, thence North 89°54’09” East 137 feet to the Point of Beginning. Section Eleven (11), Township Twenty-one (21) North, Range Seventeen (17) West. .40 acres more or less.

Parcel ID#: 51-51-211-100-02

Also,

Parcel 3: Part of Government Lot One (1), commencing at the Northeast corner of said Section, thence South 89°54’09” West 33 feet, thence South 212.62 feet to the Point of

Beginning, thence continuing South 132.61 feet to an intermediate traverse line, thence along traverse line North 87°55'28" West 137.09 feet, thence North 127.41 feet, thence North 89°54'09" East 137 feet to the Point of Beginning. Section Eleven (11), Township Twenty-one (21) North, Range Seventeen (17) West. .41 acres more or less.  
Parcel ID#: 51-51-211-100-05

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. Grantee further agrees to repair any damages to Grantor's property occasioned by Grantee's use of the easement granted herein.

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, repair, maintenance or rebuilding 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. For purposes of engineering, repair, maintenance or rebuilding of the Short Street Stabilization Structure, Grantor authorizes Grantee to enter on to Grantor's property, but only in the least intrusive manner and reasonably practicable to access the easement area.

4. Separate from the Short Street Stabilization Structure, Grantors are responsible for the construction, maintenance, repair and rebuilding of the Short Street Stabilization Structure Extension (as described in Exhibit A). Grantor shall hold Grantee harmless from and be responsible for any damage to the Short Street Stabilization Structure occasioned through Grantor's repair, maintenance or rebuilding of the Short Street Stabilization Structure Extension.

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:

RIVER PARC PLACE II, 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 \_\_\_\_\_)

On this \_\_ day of \_\_\_\_\_, 2016, before me, the undersigned, a Notary Public in and for said County, in the State aforesaid, personally appeared \_\_\_\_\_, to me personally known, who by me being duly sworn, did say that he is the \_\_\_\_\_ of North Channel Investors, LLC, and that this instrument was signed in behalf of the company by authority of its members, and \_\_\_\_\_ acknowledged said instrument to be the free act and deed of the company

\_\_\_\_\_, Notary Public  
\_\_\_\_\_ County, Michigan  
Acting in \_\_\_\_\_ County, Michigan  
My commission expires:



## EXHIBIT A

The Short Street Stabilization Structure shall be located on the following parcel of land 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 5<sup>th</sup> Avenue to River-Bet. Washington and Short Streets.

Parcel ID#: 51-51-211-100-03

The approximate physical location of the structure on the above-described parcel shall be at a point that is approximately 90 feet south and 21 east of the northwest corner of the above-described parcel or approximately 16 feet east of the easterly edge of the Short Street pavement. The wall will continue in a southerly direction to a point that is approximately 207 feet south and 21 feet east of the northwest corner of said parcel, then continue in a south-southwesterly direction to a point that is 253 feet south and 8 feet east of the northwest corner of said parcel. The wall will have an overall length of approximately 165 feet and will have a maximum height above grade of approximately 20 feet when constructed.

Separately, and for purposes of identification, an extension of the above-described structure is to be constructed by the Grantor, which will be Grantor's separate property and shall be maintained by Grantor and not Grantee, which extension shall be referred to as the Short Street Stabilization Structure Extension. The approximate physical location of the extension is described as follows: The north end of the Short Street Stabilization Structure Extension will start at a point that is approximately 253 feet south and 8 feet east of the northwest corner of said the above-described parcel (the south end of the Short Street Stabilization Structure), then continue in a south-southwesterly direction to a point that is 303 feet south and 6 feet west of the northwest corner of said parcel. The Short Street Stabilization Structure Extension will have an overall length of approximately 53 feet and will have a maximum height above grade of approximately 12 feet when constructed.

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

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## 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 5<sup>th</sup> 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 5<sup>th</sup> 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

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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.

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**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
<b>ENVIRONMENTAL (MDEQ)</b>					
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
<b>Subtotal:</b>	<b>\$166,750</b>		<b>\$70,535</b>		<b>\$96,215</b>
<b>SITE PREPARATION (MSF)</b>					
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
<b>Subtotal:</b>	<b>\$396,750</b>		<b>\$167,825</b>		<b>\$228,925</b>
<b>PUBLIC INFRASTRUCTURE IMPROVEMENTS (MSF)</b>					
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
<b>Subtotal:</b>	<b>\$2,583,935</b>		<b>\$1,093,005</b>		<b>\$1,490,930</b>
<b>Reimbursable Eligible Costs Total:</b>	<b>\$3,147,435</b>		<b>\$1,331,365</b>		<b>\$1,816,070</b>
BRA Administrative Cost	\$105,000	0.0%	\$0	100.0%	\$105,000
<b>Total Incremental Tax Capture:</b>	<b>\$3,252,435</b>		<b>\$1,331,365</b>		<b>\$1,921,070</b>

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

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**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) \$ 22,900 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	\$	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Incremental Tax</b>	<b>59.1095</b>	\$	<b>211,250</b>	<b>0</b>	<b>9,479</b>	<b>9,622</b>	<b>9,766</b>	<b>9,913</b>	<b>10,061</b>	<b>10,212</b>	<b>10,365</b>	<b>10,521</b>	<b>10,679</b>	<b>10,839</b>	<b>11,001</b>	<b>11,166</b>	<b>11,334</b>	<b>11,504</b>
			<b>1</b>	<b>2</b>	<b>3</b>	<b>4</b>	<b>5</b>	<b>6</b>	<b>7</b>	<b>8</b>	<b>9</b>	<b>10</b>	<b>11</b>	<b>12</b>	<b>13</b>	<b>14</b>	<b>15</b>	
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
<b>Total Tax Captured</b>		\$	<b>341,250</b>	<b>\$0</b>	<b>\$9,479</b>	<b>\$9,622</b>	<b>\$9,766</b>	<b>\$9,913</b>	<b>\$10,061</b>	<b>\$10,212</b>	<b>\$10,365</b>	<b>\$10,521</b>	<b>\$10,679</b>	<b>\$10,839</b>	<b>\$11,001</b>	<b>\$11,166</b>	<b>\$11,334</b>	<b>\$11,504</b>

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
<b>Cumulative Total Capture</b>	<b>\$0</b>	<b>\$9,479</b>	<b>\$19,101</b>	<b>\$28,867</b>	<b>\$38,780</b>	<b>\$48,841</b>	<b>\$59,053</b>	<b>\$69,418</b>	<b>\$79,939</b>	<b>\$90,618</b>	<b>\$101,456</b>	<b>\$112,458</b>	<b>\$123,624</b>	<b>\$134,958</b>	<b>\$146,462</b>

SOUTH WASHINGTON AREA BROWNFIELD REDEVELOPMENT PROJECT  
ATTACHMENT B-1a

2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
\$ 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	\$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
Cumulative Total Capture	\$0	\$12,000	\$34,728	\$57,797	\$81,212	\$104,978	\$129,101	\$153,585	\$178,328	\$203,324	\$228,577	\$254,087	\$279,954	\$306,176	\$332,750

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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Incremental Tax</b>	<b>59.1095</b>	<b>\$ 227,479</b>	<b>0</b>	<b>6,319</b>	<b>6,414</b>	<b>6,510</b>	<b>6,608</b>	<b>6,707</b>	<b>6,807</b>	<b>6,910</b>	<b>7,013</b>	<b>7,118</b>	<b>7,225</b>	<b>7,334</b>	<b>7,444</b>	<b>7,555</b>	<b>7,669</b>

	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
<b>Total Tax Captured</b>	<b>\$227,479</b>	<b>0</b>	<b>\$6,319</b>	<b>\$6,414</b>	<b>\$6,510</b>	<b>\$6,608</b>	<b>\$6,707</b>	<b>\$6,807</b>	<b>\$6,910</b>	<b>\$7,013</b>	<b>\$7,118</b>	<b>\$7,225</b>	<b>\$7,334</b>	<b>\$7,444</b>	<b>\$7,555</b>	<b>\$7,669</b>

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
<b>Cumulative Total Capture</b>	<b>\$227,479</b>	<b>\$0</b>	<b>\$6,319</b>	<b>\$12,733</b>	<b>\$19,243</b>	<b>\$25,851</b>	<b>\$32,558</b>	<b>\$39,365</b>	<b>\$46,275</b>	<b>\$53,288</b>	<b>\$60,406</b>	<b>\$67,632</b>	<b>\$74,965</b>	<b>\$82,409</b>	<b>\$89,964</b>	<b>\$97,632</b>

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	
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	\$ 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	



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**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.

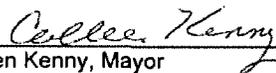
AYES: Kenny, Cote, Hornkohl, Goodspeed, Zaring, Wittlieff, Gustad

NAYS: None

ABSENT: None

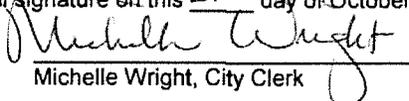
ABSTENTIONS: None

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 21<sup>st</sup> 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

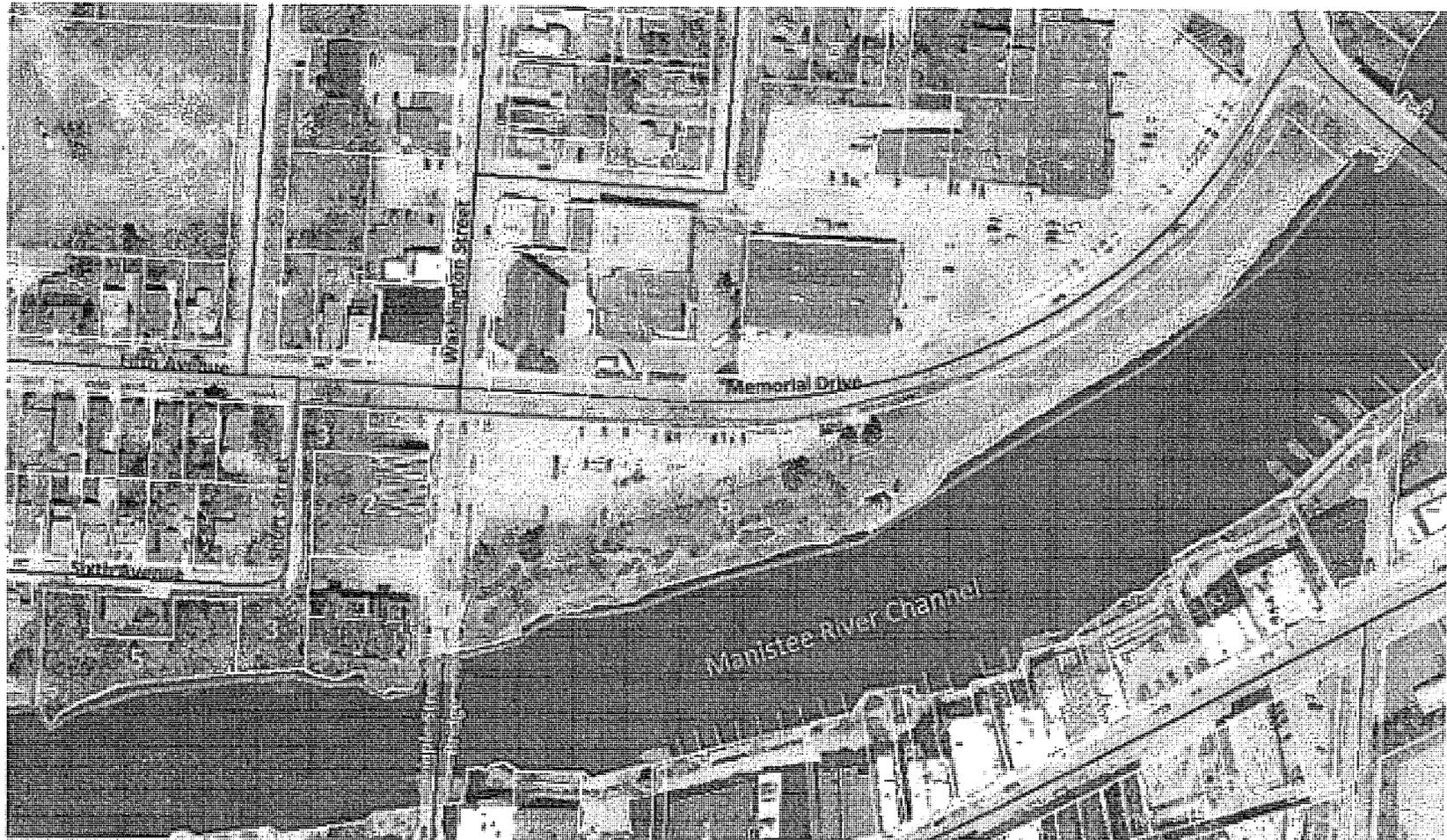


EXHIBIT H

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

**February 2016**

**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

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## 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

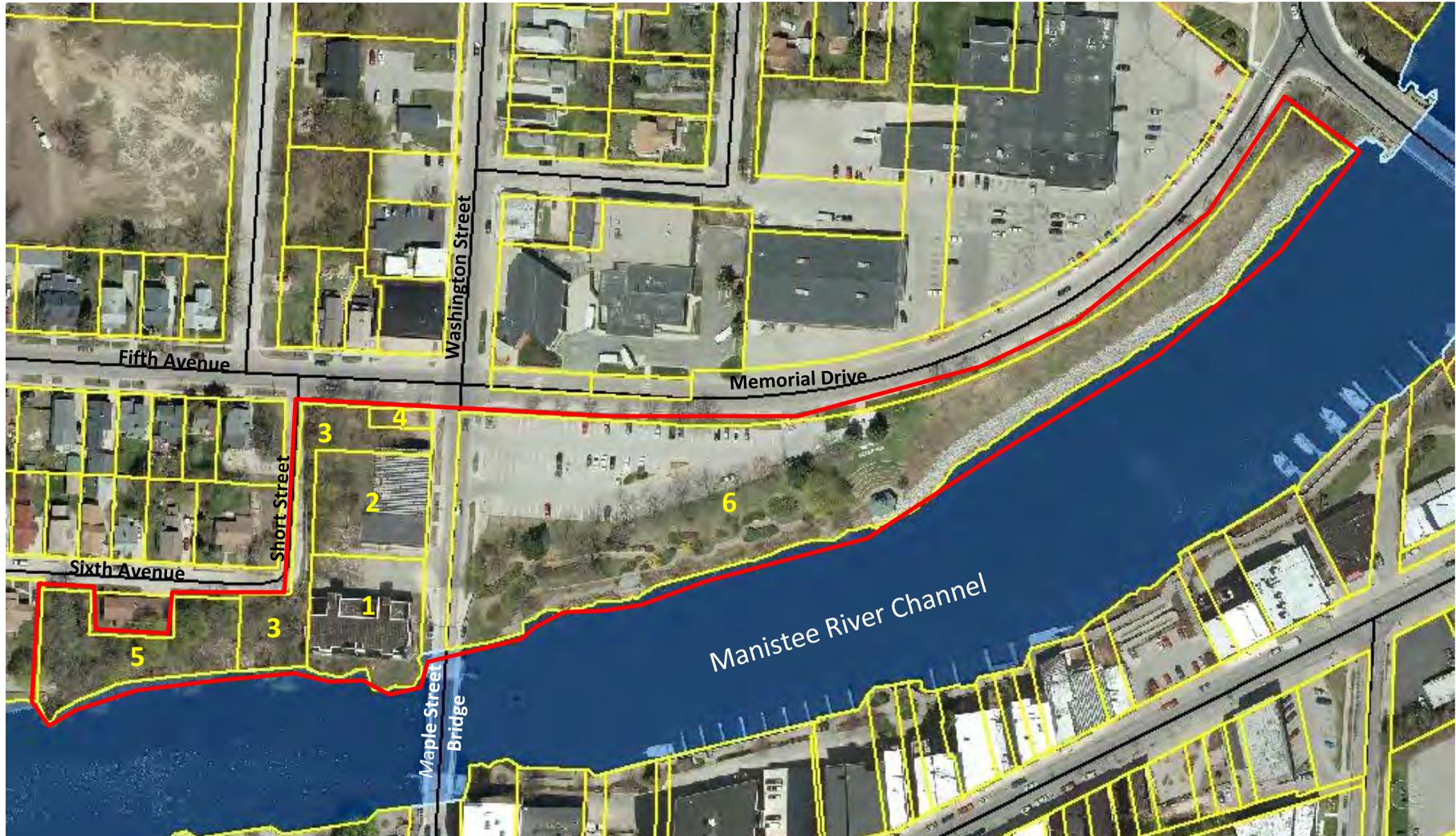
# **Figure 1**

**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) |



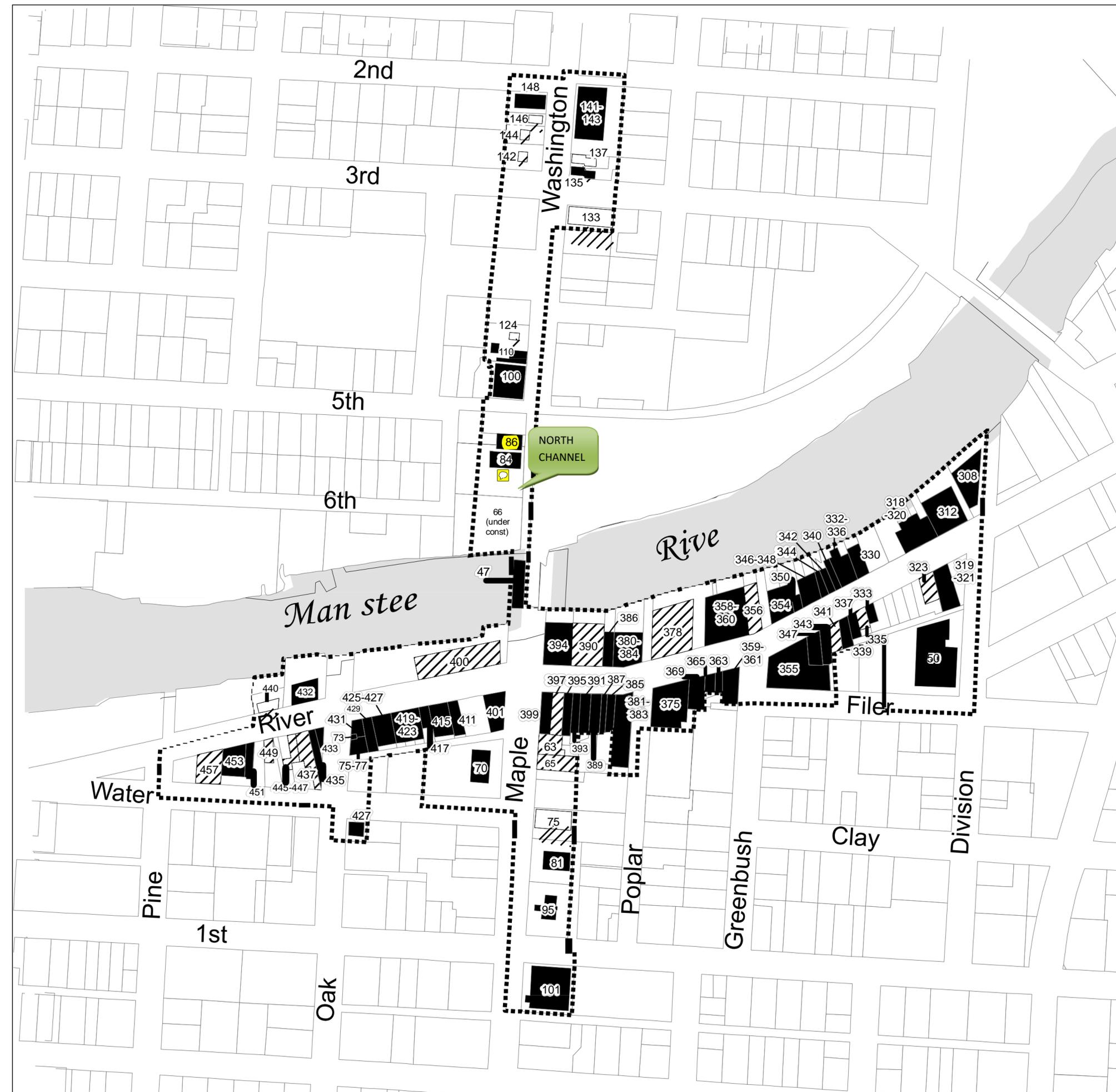
## **Figure 5**

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

\*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) \$ 22,900 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	\$ 1,018	\$ 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	\$ 1,805	\$ 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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Incremental Tax</b>	<b>59.1095</b>	<b>\$ 211,250</b>	<b>\$ 0</b>	<b>\$ 9,479</b>	<b>\$ 9,622</b>	<b>\$ 9,766</b>	<b>\$ 9,913</b>	<b>\$ 10,061</b>	<b>\$ 10,212</b>	<b>\$ 10,365</b>	<b>\$ 10,521</b>	<b>\$ 10,679</b>	<b>\$ 10,839</b>	<b>\$ 11,001</b>	<b>\$ 11,166</b>	<b>\$ 11,334</b>	<b>\$ 11,504</b>
			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	
<b>Total Tax Captured</b>	<b>\$341,250</b>	<b>\$0</b>	<b>\$9,479</b>	<b>\$9,622</b>	<b>\$9,766</b>	<b>\$9,913</b>	<b>\$10,061</b>	<b>\$10,212</b>	<b>\$10,365</b>	<b>\$10,521</b>	<b>\$10,679</b>	<b>\$10,839</b>	<b>\$11,001</b>	<b>\$11,166</b>	<b>\$11,334</b>	<b>\$11,504</b>	

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
<b>Cumulative Total Capture</b>	<b>\$341,250</b>	<b>\$9,479</b>	<b>\$19,101</b>	<b>\$28,867</b>	<b>\$38,780</b>	<b>\$48,841</b>	<b>\$59,053</b>	<b>\$69,418</b>	<b>\$79,939</b>	<b>\$90,618</b>	<b>\$101,456</b>	<b>\$112,458</b>	<b>\$123,624</b>	<b>\$134,958</b>	<b>\$146,462</b>

SOUTH WASHINGTON AREA BROWNFIELD REDEVELOPMENT PROJECT  
ATTACHMENT B-1a

2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044
\$ 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	
			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:	\$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
Cumulative Total Capture	\$0	\$12,000	\$34,728	\$57,797	\$81,212	\$104,978	\$129,101	\$153,585	\$178,328	\$203,324	\$228,571	\$254,024	\$279,684	\$305,456	\$331,330

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	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
<b>Total Incremental Tax</b>	<b>59.1095</b>	<b>\$ 227,479</b>	<b>0</b>	<b>6,319</b>	<b>6,414</b>	<b>6,510</b>	<b>6,608</b>	<b>6,707</b>	<b>6,807</b>	<b>6,910</b>	<b>7,013</b>	<b>7,118</b>	<b>7,225</b>	<b>7,334</b>	<b>7,444</b>	<b>7,555</b>	<b>7,669</b>

	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
<b>Total Tax Captured</b>	<b>\$227,479</b>	<b>0</b>	<b>\$6,319</b>	<b>\$6,414</b>	<b>\$6,510</b>	<b>\$6,608</b>	<b>\$6,707</b>	<b>\$6,807</b>	<b>\$6,910</b>	<b>\$7,013</b>	<b>\$7,118</b>	<b>\$7,225</b>	<b>\$7,334</b>	<b>\$7,444</b>	<b>\$7,555</b>	<b>\$7,669</b>

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
<b>Cumulative Total Capture</b>	<b>\$227,479</b>	<b>\$0</b>	<b>\$6,319</b>	<b>\$12,733</b>	<b>\$19,243</b>	<b>\$25,851</b>	<b>\$32,558</b>	<b>\$39,365</b>	<b>\$46,275</b>	<b>\$53,288</b>	<b>\$60,406</b>	<b>\$67,632</b>	<b>\$74,965</b>	<b>\$82,409</b>	<b>\$89,964</b>	<b>\$97,632</b>

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	\$ 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	\$ 14,416	\$ 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
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

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
50	50	50	50	50	50	50	50	50	50	50	50	50	50	50
5367,763	5411,870	5456,638	5502,078	5548,200	5595,014	5642,530	5690,758	5739,710	5789,390	5839,828	5891,016	5942,971	5995,706	6049,233

# **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:

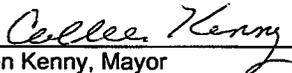
1. The Plan constitutes a public purpose under the Act.
2. The Plan meets all of the requirements for a Brownfield Plan set forth in Section 13 of the Act.
3. The proposed method of financing the costs of the eligible activities by the Authority, as described in the Plan, using school and local tax increment 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:

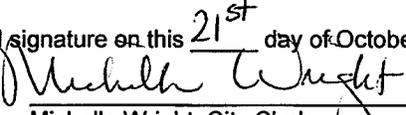
1. **Plan Approved.** Pursuant to the authority vested in the Manistee City Council by the Act, and pursuant to and in accordance with the provisions of Section 14 of the Act, the Plan is hereby approved in the form attached as Exhibit "A" to this Resolution.
2. **Severability.** Should any section, 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 21<sup>st</sup> day of October, 2014.

  
Michelle Wright, City Clerk

# **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

ERK/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

