

Brownfield Redevelopment Authority

Regular Meeting Agenda

Monday, April 13, 2015
4:00 p.m., Council Chambers



City of South Haven

1. Call to Order

2. Roll Call

Chairman Art Bolt, Tyler Dotson, Thomas Erdmann, Eugen Gawreliuk, Mike Henry, Robert Herrera, Stephanie Timmer, Andy Klavins, Doug Schaffer, Christine Valentine.

3. Approval of Agenda

4. Approval of Minutes – March 9, 2015

5. Interested Citizens in the Audience Will be Heard on Items Not on the Agenda

6. Financial Report

7. Factory Condo Memorandum of Understanding

8. Overton Report

9. Budget

10. General Comments

11. Adjourn

RESPECTFULLY SUBMITTED,
Paul VandenBosch
Secretary, Brownfield Redevelopment Authority

SOUTH HAVEN CITY HALL IS BARRIER FREE AND THE CITY OF SOUTH HAVEN WILL PROVIDE THE NECESSARY REASONABLE AUXILIARY AIDS AND SERVICES FOR PERSONS WITH DISABILITIES, SUCH AS SIGNERS FOR THE HEARING IMPAIRED AND AUDIO TAPES OF PRINTED MATERIALS BEING CONSIDERED AT THE MEETING TO INDIVIDUALS WITH DISABILITIES AT THE MEETING UPON SEVEN (7) DAYS NOTICE TO THE SOUTH HAVEN CITY HALL.

Brownfield Redevelopment Authority

Regular Meeting Minutes

Monday, January 12, 2015
4:00 p.m., Council Chambers



City of South Haven

1. Call to Order by Valentine at 4:00 p.m.

2. Roll Call

Present: Erdmann, Gawreliuk, Henry, Herrera, Kerber, Klavins, Schaffer, Valentine
Absent: Bolt

3. Approval of Agenda

Motion by Henry, second by Schaffer to approve the agenda as presented.

All in favor. Motion carried.

4. Approval of Minutes – November 24, 2014

Motion by Erdmann, second by Henry to approve the November 24, 2014 regular Meeting Minutes as written.

All in favor. Motion carried.

5. Interested Citizens in the Audience Will be Heard on Items Not on the Agenda

None at this time.

6. Financial Report

VandenBosch presented the Financial Report.

Motion by Erdmann, second by Gawreliuk to accept the Financial Report.

All in favor. Motion carried.

7. Meeting Schedule

Motion by Henry, second by Klavins to approve the meeting schedule as follows:

January 12
February 9
March 9
April 13
May 11
June 8
July 13
August 10
September 14
October 12
November 9
December 14

All in favor. Motion carried.

8. Factory Condo Reimbursement Request

VandenBosch explained this request as being similar to other expenses seen coming from the Factory Condominiums Association; a fairly typical item to be reimbursed through the Brownfield for the Factory Condominiums.

Motion by Henry, second by Gawreliuk to approve the

Valentine abstained.

All in favor. Motion carried.

Work Plan Proposal.

VandenBosch explained using the school tax capture along with the local tax capture. Abonmarche has been asked to write the work plan, which includes environmental work with Department of Environmental Quality (DEQ) remediation. The DEQ will likely approve this Work Plan to assist the remediation so it is considered an environmental expense.

VandenBosch requested the board to authorize the expenditure as noted in the packet. By next month VandenBosch hopes to have a memorandum of approval between the City, Brownfield Authority and Local Development Finance Authority (LDFA) which lays out the process to follow; a Planned Unit Development amendment showing the health club being demolished and this Work Plan Agreement. VandenBosch also noted that if there are any Brownfield Plan amendments needed, the memorandum should address that. Staff believes there is currently enough money in the Brownfield Plan but there may be a need for additional funding for future environmental work. VandenBosch explained that staff does not know if continued monitoring will be required or whether the Factory Condominiums will be able to stop environmental monitoring and environmental expenses.

Erdmann asked for a ball park figure of the cost which VandenBosch said will be roughly \$100,000.

Motion by Henry, second by Klavins to approve the proposal from Abonmarche to write an Act 381 Brownfield Work Plan, authorize submittal to the DEQ and authorize the use of Brownfield Revolving Funds for the work described in the proposal.

Valentine and Schaffer abstained.

All in favor. Motion carried.

VandenBosch reviewed the information contained in the report provided by Abonmarche. Noted where the high level of TCE is located. The proposed remediation is to put heating elements in the ground powered by electricity, heat up the solvent TCE so vapors come out of the ground and are contained under tarps or covers, then are treated and let out into the atmosphere. VandenBosch noted this process will take about a million dollars' worth of electricity, is expected to take a year from start to finish, with continued testing after it is done. The city is preparing for a fairly major project which should eliminate the TCE in the residential neighborhood.

Kerber asked why the demolition is not included in the cost of the remediation to which VandenBosch responded that the DEQ offered that they would do the remediation if we would fund the demolition. Henry said if you can get the DEQ to fund the future remediation, the difference between one million dollars (\$1M) and one hundred thousand dollars (\$100,000) is a lot for the city. VandenBosch said the offer was in an email; staff has been following up on it. The funding is there if we do our work with the bid specs, which staff has been told are ninety percent (90%) ready and work with the DEQ on a few items to hopefully come back with a memo of understanding.

Kerber asked if our Board of Public Utilities will be the beneficiary of the electric costs to which VandenBosch responded, "Our utility policies are somewhat rigid, and have to be, because so many times people ask for discounts, it would be difficult to amend the policy." VandenBosch said our electric utility helps us in many different ways. Discussion ensued about the fact that the utility very rarely grants discounts. Erdmann asked why if the utility is benefitting why the Brownfield is not going to benefit. Henry said we have to look at the overall projects; there are expenses to offset that electric benefit.

9. General Comments

There were none.

11. Adjourn

Motion by Erdmann, second by Henry to adjourn at 4:43 p.m.

All in favor. Motion carried.

RESPECTFULLY SUBMITTED,
Marsha Ransom
Recording Secretary

City of South Haven
Brownfield Authority
For the period ended March 31, 2015

Revenues

Property Tax Captures	137,482	
Interest Income	5,290	
Other Revenue	-	
Other Transfers In	-	
Total Revenue		142,772

Expenditures

Administrative Costs		
General Fund/DDA Reimbursement	43,500	
Total Administrative Expenses	43,500	
Contractual Services	35,038	
Total Other Expenses	35,038	
Total Expenditures		78,537

Year-to-Date Fund Gain/(Loss)		64,234
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Cash and Investments

Cash	338,221	
Certificates of Deposit	278,694	
Other Financial Investments	677,283	
Total	1,294,198	

April 3, 2015

TO: Brownfield Redevelopment Authority

FR: Paul VandenBosch

RE: Resolution on Belgravia Demolition

The resolution prepared for the Brownfield Redevelopment Authority is somewhat complex. This memo is an attempt to break down the purpose of the various items into a more understandable overview.

Memorandum of Understanding (MOU)

The DEQ will perform a remediation if the health club building is demolished. The MOU is an agreement that states the process of demolition and lists a number of items which will occur as part of that demolition, such as:

After demolition and remediation, the City will quit claim the title to Unit B-1 to the Association
The Association will amend its Master Deed to convert Unit B-1 to open space
The parties agree to approve a brownfield plan amendment to finance the demolition
The Planned Unit Development will be amended to reflect demolition of Unit B-1

Brownfield Plan Amendment

The brownfield plan amendment amends an existing brownfield plan to increase the amount to be captured to the actual demolition cost incurred by the City.
The estimate provided in the brownfield plan is \$125,000, however the plan authorizes capture of the actual cost of demolition.
The current brownfield plan allows for total capture of \$814,650. The amendment would allow capture of this amount plus the actual cost of demolition.

Reimbursement Agreement Amendment

The reimbursement agreement amendment amends an existing reimbursement agreement to allow the City to be reimbursed for the cost of demolition, and extends the term of brownfield plan capture to allow for capture of this additional amount.

Act 381 Work Plan

The Act 381 Work Plan is a request to the DEQ to allow for use of school operating tax capture for the demolition. It includes a technical description of the contamination and a cost estimate of \$150,000.

Recommendation to City Council

The City Council is a party to all of the above agreements. The BRA is requested to recommend to City Council on approval of the items.

Factory Condominium Approval

The Factory Condominium Association will consider approval of the agreements at its meeting on April 10.

BROWNFIELD REDEVELOPMENT AUTHORITY
OF THE CITY OF SOUTH HAVEN
VAN BUREN AND ALLEGAN COUNTIES, MICHIGAN

RESOLUTION NO. 2015-02

A RESOLUTION AUTHORIZING AGREEMENTS AND ACTIONS
TO ENABLE ENVIRONMENTAL REMEDIATION AT THE FACTORY
CONDOMINIUM SITE

Minutes of a regular meeting of the Brownfield Redevelopment Authority of the City of South Haven, Van Buren and Allegan Counties, Michigan, held in the City Hall, 539 Phoenix Street, South Haven, Michigan 49090 on April 13, 2015 at 4:00 p.m. local time.

PRESENT: _____

ABSENT: _____

The following preamble and resolution was offered by Member _____ and supported by Member _____.

WHEREAS, the Factory Condominium Association is the condominium association for the Factory Condominium, located at 125 Elkenburg Street, which is a condominium project consisting of 10 residential units and 1 business unit ("Unit B-1"); and

WHEREAS, the Van Buren County Treasurer foreclosed on Unit B-1, thereby acquiring title to the unit and, when that unit failed to sell at the tax auction, conveyed it to the City of South Haven (the "City") pursuant to MCL 211.78(m); and

WHEREAS, the real estate upon which the Unit B-1 improvements are constructed is contaminated by hazardous materials in amounts or at concentrations exceeding applicable criteria under applicable Michigan environmental laws; and

WHEREAS, The Michigan Department of Environmental Quality ("MDEQ") has agreed to undertake the remediation efforts to address that contamination, which will be a significant benefit to the Association and owners of units within the Factory Condominium including Unit B-1, but portions of the Unit B-1 building need to first be demolished to provide the access needed for that remediation; and

WHEREAS, the City is willing to undertake the needed demolition, and the Factory Condominium Association, the City, the South Haven Brownfield Redevelopment Authority, and the South Haven Local Development Finance Authority wish to cooperate in that effort by taking certain actions to be reflected in a Memorandum of Understanding, Brownfield Plan Amendment, and other related documents.

NOW THEREFORE BE IT RESOLVED, that the Brownfield Redevelopment Authority approves and authorizes its Chair and Secretary to sign the Memorandum of Understanding attached as Exhibit A; and

BE IT FURTHER RESOLVED, that the Brownfield Redevelopment Authority approves and recommends to the City Council the Brownfield Plan Amendment for the Factory Condominium attached as Exhibit B; and

BE IT FURTHER RESOLVED, that the Brownfield Redevelopment Authority approves and authorizes its Chair and Secretary to sign the 2nd Amended Reimbursement Agreement attached as Exhibit C; and

BE IT FURTHER RESOLVED, that, should the City Council approve the Brownfield Plan Amendment, the Chair of the Brownfield Redevelopment Authority shall submit the Act 381 Work Plan attached as Exhibit D to the MDEQ along with all other documents that may be required for the approval of the Work Plan.

RECORD OF VOTE:

Yeas: _____

Nays: _____

RESOLUTION DECLARED ADOPTED.

Arthur Bolt, Chair
Brownfield Redevelopment Authority

CERTIFICATION

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City of South Haven Brownfield Redevelopment Authority at a meeting held on the 13th day of April, 2015, at which meeting a quorum was present, and that this resolution was ordered to take immediate effect. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, Act No. 167 of the Public Acts of Michigan 1976 (MCL 15.261 *et seq*).

Paul VandenBosch, Secretary

EXHIBIT A

MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made as of _____, 2015, between the City of South Haven, a Michigan municipal corporation, of 539 Phoenix Street, South Haven, MI 49090 (the "City"), and The Factory Condominium Association, a Michigan nonprofit corporation, of 125 Elkenburg Street, Unit 11, South Haven, MI 49090 (the "Association").

RECITALS

- A. The Association is the condominium association for the Factory Condominium, located at 125 Elkenburg Street in the City and legally described on the attached Exhibit A, which is a condominium project consisting of 10 residential units and 1 business unit ("Unit B-1").
- B. The Van Buren County Treasurer foreclosed on Unit B-1, thereby acquiring title to same and, when that unit failed to sell at the tax auction, conveyed it to the City pursuant to MCL 211.78(m).
- C. The real estate upon which the Unit B-1 improvements are constructed is contaminated by hazardous materials in amounts or at concentrations exceeding applicable criteria under applicable Michigan environmental laws.
- D. The Michigan Department of Environmental Quality ("MDEQ") has agreed to undertake the remediation efforts generally described in the attached Exhibit B (the "Remediation") to address that contamination, which is a significant benefit to the Association and owners of units within the Factory Condominium including Unit B-1, but portions of the building need to be demolished as generally described in the attached Exhibit C (the "Demolition") to provide the access needed for that remediation, which demolition the City is willing to undertake under the terms of this MOU.
- E. This MOU is intended to establish terms and conditions for the demolition and the Remediation relating to the Factory Condominium, the availability of certain brownfield funds, and subsequent use of Unit B-1.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this MOU, the sufficiency of which is acknowledged, the parties agree:

1. Demolition.

A. The Demolition is generally described on the attached Exhibit C. Abonmarche Consultants, Inc. ("Abonmarche") is preparing bid documents consisting of plans, specifications, general conditions, contract terms and other documents in order to seek competitive bids for the Demolition. Abonmarche representatives have met with Association representatives to discuss the Demolition. The City will ensure that the Association is furnished with a copy of Demolition plans and specifications before they are finalized so that the Association may review the plans and specifications and comment on them to the City and Abonmarche. The City will consider Association comments prior to finalizing the plans and specifications and other bid documents.

B. In its sole discretion, the City may choose to accept or reject any or all bids, to negotiate with a selected bidder, to waive any irregularities or non-conformities, otherwise to award or not award the bid to any or none of the bidders as it may determine to be in the best interests of the City. The City may, in its sole discretion, determine to confer or not to confer with the Association concerning the bids. The City will notify the Association of the date and time at which bids will be publicly opened and the date and time of any public meeting to consider bid awards.

C. The City will ensure that Demolition is completed in accordance with the bid documents. However, the parties acknowledge that the Demolition will not occur until the MDEQ approves or consents to it.

2. Remediation. The Remediation is being undertaken by the MDEQ. Neither the City nor the Association will have any control over the Remediation. The MDEQ will retain an environmental easement to enter the property for the purpose of maintaining, periodically accessing to take samples from, and protecting test wells and to conduct any other necessary follow-up activities in connection with the

Remediation as the MDEQ may determine to be necessary or prudent under applicable environmental laws. The Association and City acknowledge that the Remediation will not completely eliminate the hazardous materials from Unit B-1, but rather is planned to remediate the contamination to levels that comply with applicable criteria under Michigan environmental laws. Accordingly, following Remediation certain uses may be restricted on Unit B-1, as determined by MDEQ, which may prevent uses for residential purposes and may require that Unit B-1 remain vacant, green space.

3. Conveyance. Following completion of the Demolition and Remediation, the City shall convey title to Unit B-1 to the Association by quit claim deed, and the Association shall accept the same. The property will be subject to a continuing environmental easement and may also be subject to restrictive covenants related to environmental issues.

4. Master Deed Amendment. The Demolition and retention of Unit B-1 will require an amendment to the Factory Condominium Master Deed as will its conversion to an open “green” space, if so required. Accordingly, the Association shall, at the sole cost of the Association, amend the Master Deed to provide for the following:

- A. Amendment of the condominium subdivision plan to depict Unit B-1 as open space; and
- B. Amendment to describe Unit B-1 as being an undevelopable general common element.

5. Brownfield Plan.

A. The City and the Association, along with the Local Development Finance Authority of the City of South Haven (“LDFA”) and the Brownfield Redevelopment Authority of the City of South Haven (“BRA”), previously entered into a Reimbursement, Development and Access Agreement, dated November 10, 2003, and recorded with the Van Buren County Register of Deeds on December 5, 2003 at L-1402, Pg-322, as amended by 1st Amended Reimbursement, Development and Access Agreement, dated December 10, 2008, and recorded with the Van Buren County Register of Deeds on December 11, 2008 at L-1510, Pg-908 (collectively, the “Reimbursement Agreement”). The Reimbursement Agreement provides for, among other things, reimbursement to the Association for costs incurred in performing certain activities intended to mitigate potential exacerbation of identified environmental contamination at the Factory Condominium development, as more particularly defined as “Eligible Activities” in the Reimbursement Agreement.

B. The parties understand and agree that the City is entitled to recover costs advanced by it in connection with the Demolition, which is an eligible activity under the Brownfield Redevelopment Financing Act, 1996 PA 381, as amended. The Association and the City agree that the Demolition and Remediation will address mutual concerns arising from the environmental condition of the property underlying Unit B-1 and may also lessen future costs of the Association. Accordingly, the City shall have the first right to receive any tax increment funds captured from the Factory Condominium property until the costs the City incurs for the Demolition are fully reimbursed and, thereafter, the Association will receive any remaining tax increment funds captured from the Factory Condominium property to pay due care costs or costs of other eligible activities incurred by the Association and approved in the Reimbursement Agreement. If continued monitoring costs are to be incurred beyond the tax increment funds captured are exhausted, the City will cooperate with the Association to identify alternative funding sources that may be available to fund the continued monitoring, but shall not have any obligation to approve such funding. The parties agree to sign and record an amendment to the Reimbursement Agreement to provide for such tax increment funding priorities and all such further documents as maybe replied.

C. In addition, City, BRA and LDFA will together prepare, approve, and, as necessary submit for State approval(s), and any necessary amendment(s) to the City’s Brownfield Plan and Act 381 Work Plan for the Factory Condominium development to accomplish the reprioritization of tax increment funding detailed in the preceding subparagraph 5.B, and the Association shall not object to and will cooperate in making and submitting such amendment(s). The City’s performance of the Demolition is contingent upon any needed Act 381 Work Plan approvals from the MDEQ to ensure that school operations and state educational tax increment revenues can be captured to reimburse the City as provided in the preceding subparagraph 5.B.

6. PUD Amendment. Demolition of Unit B-1 will require an amendment to the current approved Factory

Condominium Planned Unit Development plan (the "PUD Plan") in order to modify it to depict Unit B-1 as open space. The City will initiate, and the Association shall cooperate in, that PUD Plan amendment process.

7. Salvage Materials. The Association shall have the right to salvage any materials located on Unit B-1 at any time prior to finalizing the Demolition bid documents. Contractors bidding the project will be factoring any salvage revenue into their bids, so that any change in conditions once the bid documents have been made public could affect the bid amounts. Accordingly, the Association shall have no right to salvage any materials located on Unit B-1 at any time after the bid documents are finalized. The Association shall provide the City with a summary detailing materials to be salvaged prior to the inception of Demolition.

8. Assessments and Voting. The Association agrees that the City shall have no obligation to pay any past or future condominium association assessments, dues or other charges as the owner of Unit B-1 incurred from the inception of its ownership of same and continuing through the Demolition and Remediation and ultimate conveyance of Unit B-1 to the Association as contemplated hereby. Since the City will not be paying condominium association assessments, it shall have no right to exercise any voting rights in connection with the Association. The Master Deed may be further amended accordingly.

9. Binding Effect. The parties agree to be bound by the provisions of this MOU, it being understood that such provisions, along with other normal and customary provisions or further elaboration of its provisions, shall be incorporated in the definitive agreements referred to in this MOU that are to be executed by the parties. The parties further agree to execute all such further commercially reasonable documents that are reasonably necessary to effectuate the terms of this Agreement not otherwise specifically referenced herein.

The City and the Association have signed this MOU as of the date first written above.

CITY OF SOUTH HAVEN

THE FACTORY CONDOMINIUM ASSOCIATION

By: _____
Robert Burr, Mayor

By: _____
Glenn Pietenpol, President

By: _____
Amanda Morgan, Clerk

Date signed: _____, 2015

Date signed: _____, 2015

Signed by the LDFA and BRA only as to paragraph 5.

LOCAL DEVELOPMENT FINANCE AUTHORITY
OF THE CITY OF SOUTH HAVEN

BROWNFIELD REDEVELOPMENT
AUTHORITY OF THE CITY OF SOUTH HAVEN

By: _____
Arthur Bolt, Chairperson

By: _____
Arthur Bolt, Chairperson

By: _____
Paul VandenBosch, Secretary

By: _____
Paul VandenBosch, Secretary

Date signed: _____, 2015

Date signed: _____, 2015

Exhibit A

Legal Description

Property located in the City of South Haven, Van Buren County, Michigan described as follows:

Lots 5, 6, 7, and 8, Block One, Aylworth Subdivision, part of the Elkenburg Addition to the City of South Haven, South Haven Township, Van Buren County, Michigan. ALSO, lots 5 through 16, inclusive, and that part of Aylworth Court that is vacated, Block Two, Aylworth Subdivision, part of the Elkenburg Addition to the City of South Haven, South Haven Township, Van Buren County, Michigan.

Now known as:

The Factory Condominium, as described on the Master Deed recorded with the Van Buren County Register of Deeds on June 25, 2001 in Liber 1334, Page 394, and any amendments to the same.

Exhibit B

General Description of MDEQ's Remediation

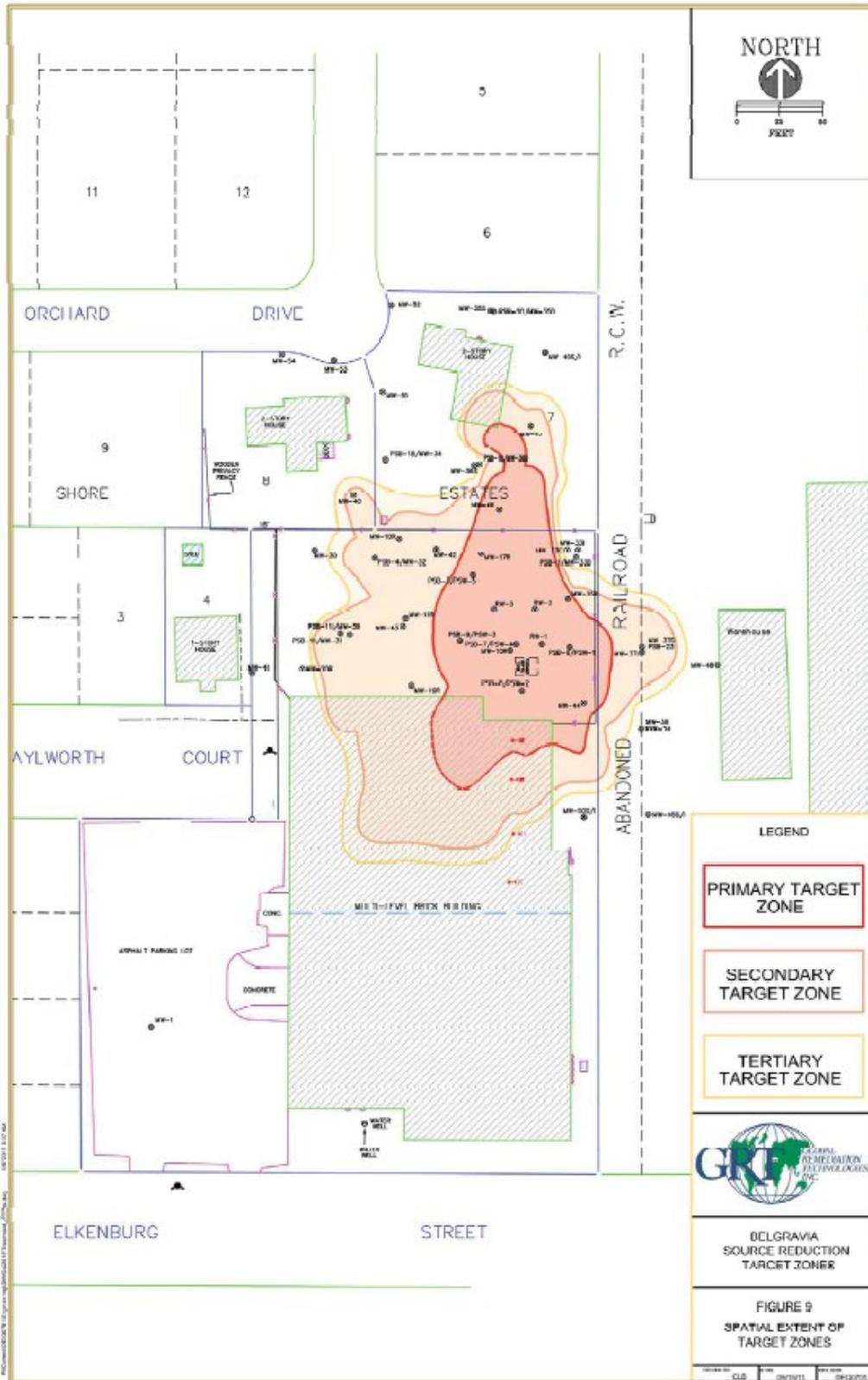


Exhibit C

General Description of Demolition

Removal and disposal of the building comprising Unit B-1, including removal and disposal of the concrete slab and other concrete remaining to a level of 4 feet below the surface. Filling as needed, adding top soil and grading to a finished grade that provides appropriate drainage of rain water, then seeding with grass seed comparable with that used in other general common elements of the Factory Condominium.

Careful removal required at existing structure to remain, including equipment room (to remain) and west steps at parking lot (to remain). Ten feet or existing floor slab at south limits of demolition to remain – full length of wall – to entrance to Room A. Slab to be saw cut at north edge of 10 foot width.

GRAPIDS 57671-1 337580v6

EXHIBIT B

**Brownfield Plan Amendment
Factory Condominium Property (Former Belgravia Site) – 125 Elkenburg Street
City of South Haven, Van Buren County, Michigan**

1.0 Introduction

In March 2002, the City of South Haven (the “City”) approved an amendment to the Brownfield Plan of the City of South Haven Brownfield Redevelopment Authority (the “Plan”), in order to reimburse the owners of the Factory Condominium Property at 125 Elkenburg Street (the “Property”) for eligible activities relating to environmental mitigation. In February 2007, the City further amended the Plan in order to: (i) expand the scope of the eligible environmental activities at the Property; (ii) increase the amount of tax increments to be captured; and (iii) extend the duration of tax increment reimbursement to the owner of the Property. Further, the right to reimbursement for the eligible activities was transferred from the original owner of the Property to the Factory Condominium Association, a Michigan nonprofit corporation (the “Association”).

The Property now consists of 10 residential units and 1 business unit, known as Unit B-1. The Van Buren County Treasurer foreclosed on Unit B-1 and, when that unit failed to sell at a tax auction, conveyed it to the City pursuant to MCL 211.78(m). The real estate upon which Unit B-1 is constructed is contaminated by hazardous materials. The Michigan Department of Environmental Quality (“MDEQ”) has committed to undertaking remediation efforts on that site, but the building situated on Unit B-1 needs to be demolished in order to provide access for the remediation. This Plan Amendment provides for the City to be reimbursed for the cost of demolishing Unit B-1. Specifically, the City will be reimbursed from the current fund balance of tax increment revenues collected from the local and school operating taxes captured on the Property since 2002. Further, the duration of tax capture under the 2007 Plan Amendment will be extended so as to expire 5 years after the later of: (i) the date on which the City is fully reimbursed for the eligible activities described in this Plan Amendment; and (ii) the date on which sufficient tax increment revenues have been collected to reimburse the Association the full \$814,650 in eligible environmental remediation activities approved under the 2007 Plan Amendment.

2.0 Basis of Eligibility

The Property, as depicted and legally described in the attached **Exhibits A and B**, is “eligible property” under Public Act 381 of 1996, as amended (“Act 381”), because the Property has been determined to be a “facility” pursuant to Part 201 of Public Act 451 of 1994, as amended.

3.0 Brownfield Plan Elements

Section 13(1) of Act 381 includes the minimum elements that must be included in a Brownfield Plan. The following sections address those statutory requirements.

3.1 Description of costs intended to be paid for with tax increment revenues

The City will seek reimbursement for the cost of demolishing the Unit B-1 structure, which is estimated to be \$140,000, a 10% contingency of \$14,000, and the cost of preparing this Plan Amendment and the accompanying work plan, which is estimated to be \$6,000.

3.2 Summary of the eligible activities that are proposed for the eligible property

The eligible activities include a demolition survey, demolition of the existing building, rough grading and other activities to restore disturbed areas of the site to like conditions after the building demolition is complete. Eligible activities also include preparation of this Plan Amendment and the accompanying work plan.

3.3 Estimate of captured taxable value and tax increment revenues for each year

An estimate of real property tax capture for tax increment financing is attached as **Exhibit C**.

3.4 Method by which the costs of this Plan Amendment will be financed

The cost of the eligible activities conducted under this Plan Amendment will be paid exclusively from the fund balance of tax increment revenues captured from local and school operating taxes assessed on the Property since 2002. The duration of tax capture will also be extended so that sufficient revenues will be collected to reimburse the full \$814,650 in eligible environmental remediation activities approved under the 2007 Plan Amendment.

3.5 Maximum amount of the note or bonded indebtedness to be incurred, if any

Currently, the City contemplates that bonds will not at this time be issued for this project and, therefore, no bonded indebtedness will be sought for the project.

3.6 Duration of the Plan Amendment

It is estimated to take approximately 7 years (through 2021) to capture sufficient revenues to reimburse the full \$814,650 in eligible environmental remediation activities approved under the 2007 Plan Amendment. The duration of tax capture under the 2007 Plan Amendment is extended so as to expire 5 years after the later of: (i) the date on which the City is fully reimbursed for the eligible activities described in this Plan Amendment; and (ii) the date on which sufficient tax increment revenues have been collected to reimburse the City and the Association the full \$814,650 in eligible environmental remediation activities approved under the 2007 Plan Amendment. In no event shall this Plan Amendment last more than 30 years from the beginning date of the capture of tax increment revenues on the Property, i.e. beyond December 31, 2032.

3.7 Estimate of the impact of tax increment financing on the revenues of all taxing jurisdictions in which the Property is located

An estimate of possible real property tax capture is attached as **Exhibit C**.

3.8 Information regarding the eligible property

A legal description and map of the Property is attached as **Exhibit B**. Personal property is not included as part of the Property.

3.9 Estimate of the number of persons residing on the eligible property to which this Plan Amendment applies and the number of families or individuals to be displaced, if any

There are 10 residential units on the Property, and approximately 20 total individuals living in those units. The eligible activities conducted under this Plan Amendment will not displace those individuals, since the eligible activities pertain entirely to an unoccupied business Unit B-1.

3.10 Plan for establishing priority for the relocation of persons displaced by implementation of the Plan, if applicable

This section is inapplicable because no persons will need to relocate.

3.11 Provision for the costs of relocating persons displaced by implementation of the Plan, and financial assistance and reimbursement of expenses, if any

This section is inapplicable because no persons will need to relocate.

3.12 A strategy for compliance with the Michigan Relocation Assistance Act, if applicable

This section is inapplicable because no persons will need to relocate.

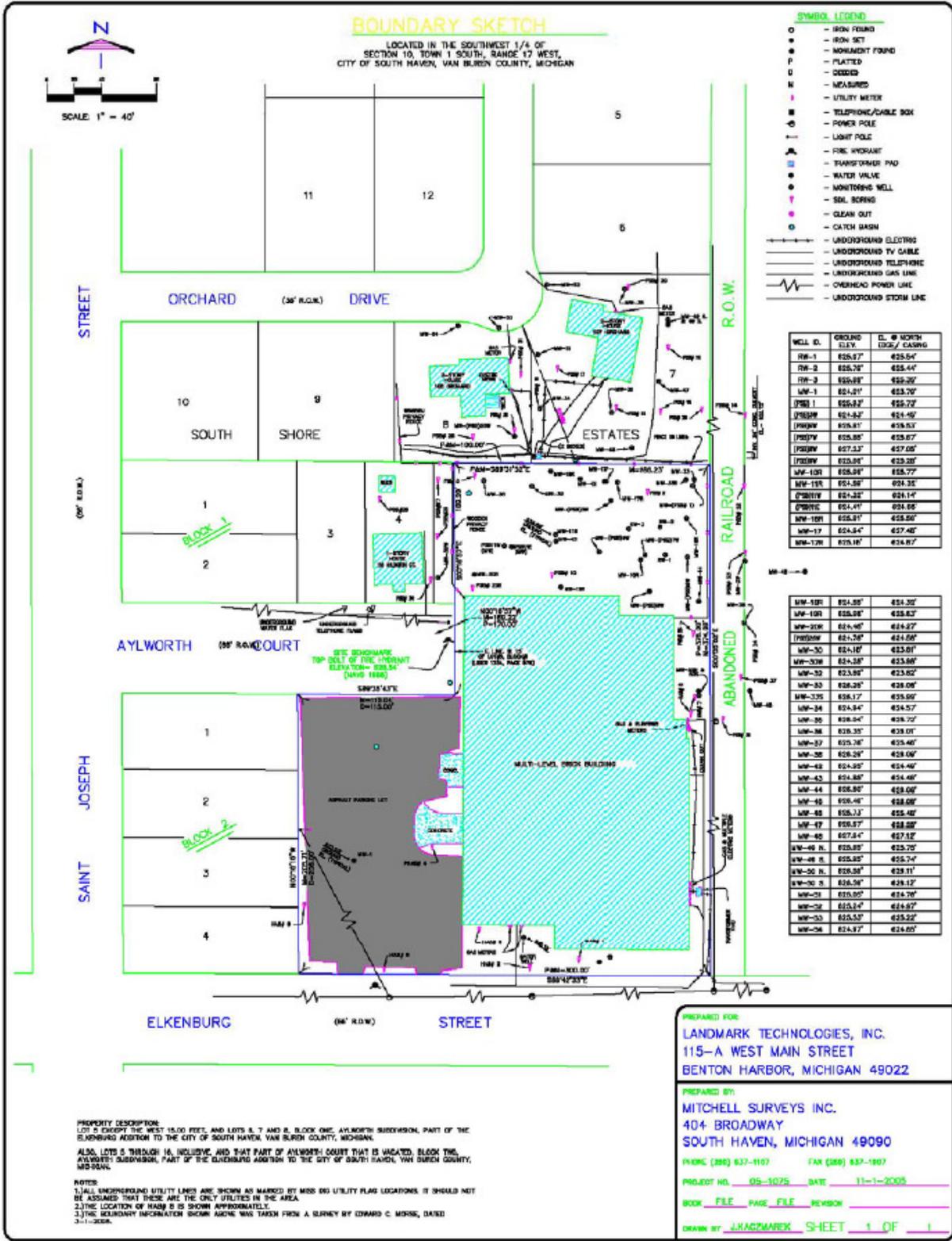
3.13 A description of the proposed use of the local site remediation revolving fund

No funds from the local site remediation revolving fund will be used to fund the eligible demolition activities. However, tax increment revenues from local and school taxes generated by the Property may be placed into the fund, to the extent authorized and permitted by law, after full reimbursement of the eligible activities authorized by this and prior Plan Amendments pertaining to the Property.

3.14 Other material that the Authority or the City considers pertinent

The Association has acknowledged that the demolition of the Unit B-1, and the planned remediation of the site by the MDEQ, will be of significant benefit to the Association.

Exhibit A Property Map



PROPERTY DESCRIPTION:
LOT 5 EXCEPT THE WEST 15.00 FEET, AND LOTS 6, 7 AND 8, BLOCK ONE, AYLWORTH SUBDIVISION, PART OF THE ELKENBURG ADDITION TO THE CITY OF SOUTH HAVEN, VAN BUREN COUNTY, MICHIGAN.

ALSO, LOTS 9 THROUGH 16, INCLUSIVE, AND THAT PART OF AYLWORTH COURT THAT IS VACATED, BLOCK TWO, AYLWORTH SUBDIVISION, PART OF THE ELKENBURG ADDITION TO THE CITY OF SOUTH HAVEN, VAN BUREN COUNTY, MICHIGAN.

NOTES:
1. ALL UNDERGROUND UTILITY LINES ARE SHOWN AS MARKED BY MISS DIG UTILITY FLAG LOCATIONS. IT SHOULD NOT BE ASSUMED THAT THESE ARE THE ONLY UTILITIES IN THE AREA.
2. THE LOCATION OF MAIN IS SHOWN APPROXIMATELY.
3. THE BOUNDARY INFORMATION SHOWN ABOVE WAS TAKEN FROM A SURVEY BY EDWARD C. MORSE, DATED 3-1-2008.

PREPARED FOR:
LANDMARK TECHNOLOGIES, INC.
115-A WEST MAIN STREET
BENTON HARBOR, MICHIGAN 49022

PREPARED BY:
MITCHELL SURVEYS INC.
404 BROADWAY
SOUTH HAVEN, MICHIGAN 49090

PHONE (268) 837-1107 FAX (268) 837-1907

PROJECT NO. 05-1075 DATE 11-1-2005

BOOK FILE PAGE FILE REVISION

DRAWN BY J.HACPMAREK SHEET 1 OF 1

Exhibit B
Legal Description

The Property is legally described as follows:

Lots 5, 6, 7, and 8, Block One, Aylworth Subdivision, part of the Elkenburg Addition to the City of South Haven, South Haven Township, Van Buren County, Michigan. ALSO, lots 5 through 16, inclusive, and that part of Aylworth Court that is vacated, Block Two, Aylworth Subdivision, part of the Elkenburg Addition to the City of South Haven, South Haven Township, Van Buren County, Michigan.

GRAPIDS 57671-1 352699v5

Exhibit C Estimated Tax Increments

AD VALOREM TAX - Real Property													
Local Increment								State/School Increment					Cumulative Available for Ass'n Reimbursement ⁽⁵⁾
	Taxable Value ⁽¹⁾	TV Increase	County	City	ISD	Other Local	Total Local	School Operating ⁽³⁾	State Ed.	Total School	Total Increment ⁽⁴⁾		
										Annual	Cumulative		
Operating Mills ⁽²⁾			7.1721	10.286	5.9728	6.417	29.8479	18.0000	6.0000	24.0000			
Calendar Year													
2001 (Base)	\$24,357												
2002-14												\$522,022	
2015	\$1,391,726	\$1,367,369	\$9,807	\$14,065	\$8,167	\$8,774	\$40,813	\$12,306	\$8,204	\$20,511	\$61,324	\$583,346	\$158,150
2016	\$1,419,561	\$1,395,204	\$10,007	\$14,351	\$8,333	\$8,953	\$41,644	\$12,557	\$8,371	\$20,928	\$62,572	\$645,918	\$220,722
2017	\$1,447,952	\$1,423,595	\$10,210	\$14,643	\$8,503	\$9,135	\$42,491	\$12,812	\$8,542	\$21,354	\$63,845	\$709,763	\$284,567
2018	\$1,476,911	\$1,452,554	\$10,418	\$14,941	\$8,676	\$9,321	\$43,356	\$13,073	\$8,715	\$21,788	\$65,144	\$774,907	\$349,711
2019	\$1,506,449	\$1,482,092	\$10,630	\$15,245	\$8,852	\$9,511	\$44,237	\$13,339	\$8,893	\$22,231	\$66,469	\$841,376	\$416,180
2020	\$1,536,578	\$1,512,221	\$10,846	\$15,555	\$9,032	\$9,704	\$45,137	\$13,610	\$9,073	\$22,683	\$67,820	\$909,196	\$483,999
2021	\$1,567,310	\$1,542,953	\$11,066	\$15,871	\$9,216	\$9,901	\$46,054	\$13,887	\$9,258	\$23,144	\$69,198	\$978,394	\$553,198
2022	\$1,598,656	\$1,574,299	\$11,291	\$16,193	\$9,403	\$10,102	\$46,990	\$14,169	\$9,446	\$23,614	\$70,604	\$1,048,998	\$623,802
2023	\$1,630,629	\$1,606,272	\$11,520	\$16,522	\$9,594	\$10,307	\$47,944	\$14,456	\$9,638	\$24,094	\$72,038	\$1,121,036	\$695,840
2024	\$1,663,241	\$1,638,884	\$11,754	\$16,858	\$9,789	\$10,517	\$48,917	\$14,750	\$9,833	\$24,583	\$73,501	\$1,194,536	\$769,340
2025 ⁽⁶⁾⁽⁷⁾	\$1,696,506	\$1,672,149	\$11,993	\$17,200	\$9,987	\$10,730	\$49,910	\$15,049	\$10,033	\$25,082	\$74,992	\$1,269,529	\$844,332
NOTES													
⁽¹⁾ This column represents current TV as of 2015 for all tax parcels within the boundaries of the eligible property, and is increased 2% per year for inflation.													
⁽²⁾ The tax levies are based on 2014 Summer and Winter millage rates, and are assumed to remain the same for purposes of this projection.													
⁽³⁾ The revenue estimates in this column assume that half of the condominium units in the eligible property will be subject to the principal residence exemption each year.													
⁽⁴⁾ Reflects actual cumulative increments through 2014 as provided by the City's Brownfield Redevelopment Authority.													
⁽⁵⁾ Reflects current fund balance of \$ 256,826, minus \$160,000 paid to the City to reimburse demolition activities, plus the annual capture in each year under this 2015 Plan Amendment.													
⁽⁶⁾ Year in which the \$814,650 estimated total cost of eligible activities authorized pursuant to the 2007 Plan Amendment would be reached and available to reimburse to the Association													
⁽⁷⁾ Tax increment revenues from local and school taxes generated by the Property may be placed into a Local Site Remediation Revolving Fund, to the extent authorized and permitted by law, for a period of up to five years after full reimbursement of the \$814,650 in Eligible Expenses authorized by this Plan Amendment.													

EXHIBIT C

2ND AMENDED REIMBURSEMENT, DEVELOPMENT AND ACCESS AGREEMENT

This 2nd Amended Reimbursement, Development and Access Agreement (the “2nd Amendment”) is made as of _____, 2015, among the City of South Haven, a Michigan municipal corporation (the “City”), the Local Development Finance Authority of the City of South Haven, a Michigan public body corporate (the “L DFA”) and the Brownfield Redevelopment Authority of the City of South Haven, a Michigan public body corporate (the “BRA”), all of which have a business address of 539 Phoenix Street, South Haven, MI 49090, and the Factory Condominium Association, a Michigan nonprofit corporation, the address of which is 125 Elkenburg Avenue, Unit 11, South Haven, MI 49090 (the “Association”).

RECITALS

A. The parties to this 2nd Amendment previously entered into a Reimbursement, Development and Access Agreement, dated November 10, 2003, and recorded with the Van Buren County Register of Deeds on December 5, 2003 at L-1402, P-322, as amended by a 1st Amended Reimbursement, Development and Access Agreement, dated December 10, 2008, and recorded with the Van Buren County Register of Deeds on December 11, 2008 at L-1510, P-908 (collectively, the “Reimbursement Agreement”).

B. The Reimbursement Agreement provides for, among other things, reimbursement to the Association for costs incurred in performing certain activities intended to mitigate environmental contamination at the Factory Condominium property, more particularly described as follows (the “Site”):

Lots 5, 6, 7, and 8, Block One, Aylworth Subdivision, part of the Elkenburg Addition to the City of South Haven, South Haven Township, Van Buren County, Michigan. ALSO, lots 5 through 16, inclusive, and that part of Aylworth Court that is vacated, Block Two, Aylworth Subdivision, part of the Elkenburg Addition to the City of South Haven, South Haven Township, Van Buren County, Michigan.

C. The Site includes 10 residential units and 1 business unit, known as Unit B-1, which business unit is constructed on real estate that is contaminated by hazardous materials.

D. The City is the current owner of Unit B-1

E. By resolution dated _____, 2015, the City Council approved an Amendment to the City’s Brownfield Plan providing that the City will demolish Unit B-1 and undertake other related activities that qualify as “eligible activities” under the Brownfield Redevelopment Financing Act, 1996 PA 381, as amended (the “Eligible Demolition Activities”), so that the Michigan Department of Environmental Quality (“MDEQ”) may undertake remediation efforts to address the contamination on the Site.

F. The Eligible Demolition Activities are estimated to cost \$160,000, and will provide a substantial benefit to the Association and the City.

G. As of the date of this 2nd Amendment, the BRA has captured a total of \$ 522,022 in Tax Increment Revenues from the Site and has a fund balance of \$256,826 because tax capture on the Site has exceeded, up through this date, the cost of the eligible activities subject to reimbursement under the Reimbursement Agreement.

H. This 2nd Amendment amends the Reimbursement Agreement so as to allow the City to be reimbursed for the cost of the Eligible Demolition Activities, and also extends the duration of tax capture so that the Association may still receive reimbursement for up to \$814,650 in eligible activities as authorized in the Reimbursement Agreement.

TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this 2nd Amendment, the parties agree as follows:

1. Reimbursement to the City. The City may perform the Eligible Demolition Activities pursuant to a work plan approved by the MDEQ. Upon incurring costs for the Eligible Demolition Activities, the City may submit those costs to the BRA for reimbursement, and shall be reimbursed by the BRA, in accordance with the reimbursement procedures described in paragraph 4 of the 1st Amended Reimbursement, Development and Access Agreement.
2. Extension of Reimbursement Agreement Term. The term of the Reimbursement Agreement shall be extended from December 31, 2023 to December 31, 2032. The BRA's obligation to reimburse the Association for eligible activities performed on the Site shall expire as of December 31, 2032, even if the Association has not received full reimbursement as of that date due to insufficient Tax Incremental Revenues.
3. Full Force and Effect. The terms and conditions of the Reimbursement Agreement remain in full force and effect except as explicitly modified in this 2nd Amendment.

The parties have signed this Agreement as of the date first written above.

CITY OF SOUTH HAVEN

STATE OF MICHIGAN
COUNTY OF VAN BUREN

By: _____
Robert Burr, Mayor

On _____, 2015, Robert Burr and Amanda Morgan, personally known to me at the Mayor and City Clerk, respectively, of the City of South Haven, appeared before me and acknowledged their signatures on this document on behalf of that City.

By: _____
Amanda Morgan, City Clerk

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

LOCAL DEVELOPMENT FINANCE AUTHORITY
OF THE CITY OF SOUTH HAVEN

STATE OF MICHIGAN
COUNTY OF VAN BUREN

By: _____
Arthur Bolt, Chairperson

On _____, 2015, Arthur Bolt and Paul VandenBosch, personally known to me at the Chairperson and Secretary, respectively, of the Local Development Finance Authority of the City of South Haven, appeared before me and acknowledged their signatures on this document on behalf of that Authority.

By: _____
Paul VandenBosch, Secretary

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

BROWNFIELD REDEVELOPMENT AUTHORITY
OF THE CITY OF SOUTH HAVEN

By: _____
Arthur Bolt, Chairperson

By: _____
Paul VandenBosch, Secretary

THE FACTORY CONDOMINIUM ASSOCIATION

By: _____
Glenn Pietenpol, President

STATE OF MICHIGAN
COUNTY OF VAN BUREN

On _____, 2015, Arthur Bolt and Paul VandenBosch, personally known to me at the Chairperson and Secretary, respectively, of the Brownfield Redevelopment Authority of the City of South Haven, appeared before me and acknowledged their signatures on this document on behalf of that Authority.

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

STATE OF MICHIGAN
COUNTY OF VAN BUREN

On _____, 2015, Glenn Pietenpol, personally known to me at the President of The Factory Condominium Association, appeared before me and acknowledged his signature on this document on behalf of that entity.

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

Exempt from transfer taxes because this document does not convey any interest in any real property.

Prepared by:
Scott G. Smith
Dickinson Wright PLLC
200 Ottawa Ave. NW, Suite 1000
Grand Rapids, MI 49503

When recorded return to:
Amanda Morgan, City Clerk
City of South Haven
539 Phoenix Street
South Haven, MI 49090

GRAPIDS 57671-1 352945v7

EXHIBIT D

ACT 381 WORK PLAN

TO CONDUCT
ELIGIBLE DEQ RESPONSE
AND/OR
MEGA NON-ENVIRONMENTAL
ACTIVITIES

[Replacement to Original Act 381 Work Plan dated February 2006 (Revised May 2006)]

Factory Condominiums
125 Elkenburg
South Haven, MI

March 2015

Prepared for:



City of South Haven
Brownfield Redevelopment Authority
539 Phoenix Street
South Haven, MI 49090

Prepared by:



95 West Main Street
Benton Harbor, MI 49022
T 269.927.2295
F 269.927.1017

TABLE OF CONTENTS

1.0 INTRODUCTION

1.1 Eligible Property Information

- 1.1.1. Physical Location/Address
-includes legal description(s) as shown on deed
- 1.1.2. Current Ownership
- 1.1.3. Proposed Future Ownership
- 1.1.4. Delinquent Taxes, Interest, and Penalties Due
- 1.1.5. Existing and Proposed Future Zoning for Each Eligible Property

1.2 Historical Use of Each Eligible Property

1.3 Current Use of Each Eligible Property

1.4 Summary of Site Conditions and Known Environmental Contamination

1.5 Summary of Functionally Obsolete and/or Blighted Conditions

1.6 Summary of Proposed Redevelopment and Future Use for Each Eligible Property

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

2.0 SCOPE OF WORK

2.1 DEQ Eligible Activities

- 2.1.1. Baseline Environmental Assessment
- 2.1.2. Due Care
- 2.1.3. Additional Response Activities
- 2.1.4. Environmental Insurance
- 2.1.5. Interest
- 2.1.6. Develop/Prepare Brownfield Plan and Work Plan

2.2 MSF Eligible Activities

- 2.2.1. Public Infrastructure Improvements
- 2.2.2. Demolition
- 2.2.3. Lead Abatement
- 2.2.4. Asbestos Abatement
- 2.2.5. Site Preparation
- 2.2.6. Interest
- 2.2.7. Assistance to a land bank fast track authority
- 2.2.8. Relocation of Public Buildings or Operations
- 2.2.9. Develop/Prepare Brownfield **SCHEDULE AND COSTS**

2.3 Schedule of Activities

2.4 Estimated Costs

- 3.2.1. Description of DEQ Eligible Activities Costs
- 3.2.2. Description of MSF Eligible Activities Costs

LIST OF EXHIBITS

Refer to the Outline Instructions to determine which Exhibits are required for your project.

FIGURES

Figure 1	Scaled Property Location Map
Figure 2	Eligible Property Map(s)
Figure 3	Proposed Sampling Location Map
Figure 4	Map of Known Extent of Vertical and Horizontal Contamination
Figure 5	Color Site Photographs
Figure 6	Engineering Site Plan(s) or Site Plan(s)

TABLES

Table 1	Summary of Costs for Eligible Activities
Table 2	DEQ Tax Capture/Reimbursement Schedule (if applicable)

ATTACHMENTS

Attachment A	Approved Brownfield Plan and Resolution(s) Approving
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1.0 INTRODUCTION

This Work Plan has been prepared pursuant to Act 381 of the Michigan Public Acts of 1996, as amended. The Work Plan, as presented or as otherwise approved by the Michigan Department of Environmental Quality (MDEQ), shall constitute authorization for the capture and use of school operating taxes. The capture and use of school operating taxes shall be in conformance with this Work Plan, which describes eligible activities to be performed on the Former Belgravia Project Site. The eligible properties detailed in this Work Plan are described in Section III (C) of the City's Brownfield Redevelopment Plan, dated 20 July 1998 as amended on 19 April 1999 and 11 March 2002, which has been provided as Attachment A.

1.1 Eligible Property Information

1.1.1 Physical Location/Address

The property consists of approximately 2.14 acres of land located at 125 Elkenburg Street in the City of South Haven within VanBuren County, including portions of land to the north of Elkenburg Street, to the west of Indiana Street, and to the east of St. Joseph Street. The property has been turned into condominiums—ten (10) residential living units and one (1) business unit-- under a master deed held by the Factory Condominium Association. Individual tax identification numbers, listed below, have been assigned to each condominium unit.

80-53-077-001-00
80-53-078-001-00
80-53-078-002-00
80-53-078-003-00
80-53-078-004-00
80-53-078-005-00
80-53-078-006-00
80-53-078-007-00
80-53-078-008-00
80-53-078-009-00
80-53-078-010-00

The property is legally described as follows:

125 Elkenburg Street
South Haven, South Haven Township, Michigan

Lots 5, 6, 7, and 8, Block One, Aylworth Subdivision, part of the Elkenburg Addition to the City of South Haven, South Haven Township, VanBuren County, Michigan. ALSO, lots 5 through 16, inclusive, and that part of Aylworth Court that is vacated, Block Two, Aylworth Subdivision, part of the Elkenburg Addition to the City of South Haven, South Haven Township, VanBuren County, Michigan.

A Scaled Property Location Map is attached as Figure 1 and an Eligible Property Boundary Map is attached as Figure 2. Photographs are included in Figure 5.

1.1.2 Current Ownership

The list below outlines the current owners of the condominium units.

Unit	Owner	Address	Phone Number
1	Neil & Christine Valentine	125 Elkenburg St., #1 South Haven, MI 49090	(269) 639-0350
2	Nancy Hnat	125 Elkenburg St., #2 South Haven, MI 49090	(248) 227-2048
3	Frank & Tonya Alfieri	4215 W. Four lakes Lane Linden, MI 48451	(616) 745-6330
4	Ken & Andrea Fairbank	522 Bobwhite Dr. Sebring, FL 33875	(863) 655-0841
5	Glen & Mary Pientenpol	125 Elkenburg St., #5 South Haven, MI 49090 Before 3/15: 104 Hwy. 98 E. Unit 201 Destin, FL 32541	(269) 637-6836
6	John & Rory Beers	125 Elkenburg St., #6 South Haven, MI 49090	(269) 639-2321
7	Patrick & Kathleen Campbell	125 Elkenburg St., #7 South Haven, MI 49090	
8	Managed by the Campbells	See above.	
9	David & Sandy Fenske	2 Pine Street South Haven, MI 49090	(269) 637-3764
10	Gary & Kathleen Bowman	8207 Fernwood St. Augusta, MI 49012	(269) 731-4084
11	Factory Condominium Association (not an actual dwelling, just an address)	125 Elkenburg St., #11 South Haven, MI 49090	
Health Club Unit	City of South Haven	539 Phoenix Street South Haven, MI 49090	(269) 637-0700

1.1.3 Proposed Future Ownership

The Factory Condominium Owners will possess ownership of the master deed as it will be ammended, despite the fact that individual condominium unit ownership may change.

1.1.4 Delinquent Taxes, Interest, and Penalties Due

On January 16, 2013, due to a culmination of the tax reversion process, the County Treasurer provided the City of South Haven with a quit claim deed for Unit B-1 (the former health and fitness club) of the Factory Condominiums. There are no restrictions on the property and there are no public use clauses or re-payment clauses attached to the property.

1.1.5 Existing and Proposed Future Zoning for Each Eligible Property

The residential area of the property has been rezoned from industrial to multi-family residential (RM1). The former health and fitness club area has been named a “special use” by the City of South Haven, for which there is no zoning code. This zoning approval was granted by the City of South Haven on May 7, 1998. The City plans to amend the PUD plan to allow the Health Club Unit of the property to remain vacant in the future.

1.2 Historical Use of Each Eligible Property

The property is the former location of an old factory, developed around 1916, which was home to a slew of industry throughout the years including woodworking, cyanide-based metal plating, pipe organ assembly, picture frame construction, and wood storage. A factory building and metal plating area were added to the original building and by 1961 the building foot-print was reconfigured to the present configuration. Contamination was introduced to the site when the Hamlin-Overton Company, subsequently Belgravia, improperly disposed of plating and solvent wastes. In 1979 the company went bankrupt.

The property was then occupied by Lee’s Automotive, a car repair and service company. Marc Bertorelli Builder, L.L.C. contracted PMI Environmental, Inc. to conduct a Phase I Environmental Site Assessment and additional investigative activities in anticipation of purchasing the property and obtaining a Baseline Environmental Assessment (BEA). The Phase I Environmental Site Assessment revealed an above-ground plating tank which, along with the associated floor drains, discharged to the exterior septic tank and drain field system, ultimately connecting to the storm sewer in the back yard. Contaminated soils and groundwater were identified.

Marc Bertorelli Builder, L.L.C. purchased the property in September of 1997 and constructed residential condominiums in the south portion of the building. The north portion of the building was converted to a health and fitness club.

In 1999, the city entered into a Site Reclamation Grant Agreement with the MDEQ (Project No. 450630-67, Project Name: Belgravia Site) for site investigation and response activities.

Monitoring wells have been installed on site as well as on residential properties to the north and west, and commercial properties to the east. There are 21 shallow groundwater units, 21 intermediate groundwater units, and 7 deep groundwater units.

Because portions of the property are highly contaminated, access to the “back yard” of the property has been restricted to commercial and residential usage. The MDEQ-RRD holds an easement to the property and is currently planning response actions in the area.

In 2001 the former septic tank was pumped out, removed and disposed of along with its contents.

In December, 2002, the aforementioned grant was augmented with additional funds to be used for response activities.

In 2003 the MDEQ approved a bid from Great Lakes Carbon Treatment (GLCT) for installation of a soil vapor recovery system with horizontal air supply, vapor recovery wells, and an extraction blower system was installed over the vacant portion of the building, the portion that would later be converted to a health and fitness club.

In pursuant to Act 381 of the Michigan Public Acts of 1996, as amended, a Work Plan was developed February 2006 (revised May 2006) for the capture and use of school operating taxes including that portion deposited into a local site remediation revolving account of the City of South Haven Brownfield Redevelopment Authority. The scope of work for that Work Plan includes MDEQ eligible due care activities detailed in the Section 7a CA DOC that was provided to the MDEQ-RRD Kalamazoo District Office.

On January 16, 2013 the City of South Haven received a quit claim deed for Unit B-1 (the former health and fitness club) of the Factory Condominium. At that time, the Factory Condominium Board submitted a request to the city which sought to have the building demolished and the underground contamination remedied. The city staff reached out to the Van Buren County Brownfield Authority and the Michigan Department of Environmental Quality (MDEQ) seeking environmental clean-up grant funds to apply to the property. Currently, the MDEQ is working in conjunction with the Factory Condominium Association and the City of South Haven to undergo environmental remediation on the property.

1.3 Current Use of Each Eligible Property

Ten (10) residential condominiums have been developed in the southern portion of the building. The northern portion of the building was developed into a health and fitness club by Marc Bertorelli Builder, L.L.C. but has since been property tax foreclosed and turned over to the city.

The property has been determined to be a “facility” pursuant to Part 201 of Act 451 of the Michigan Public Acts of 1994, as amended.

1.4 Summary of Site Conditions and Known Environmental Contamination

The property is listed by the MDEQ as a Site of Environmental Contamination (Site ID #80000010).

Contamination was identified on site prior to its purchase in 1997 by Marc Bertorelli Builder, L.L.C. Sources of the contamination are believed to be from degreasing, plating and painting in the 1960s and 1970s. These operations were discharged to septic tank and associated drain field. Floor drains, miscellaneous spills, and interior piping leaks exacerbated the release.

The primary chemicals of concern include Trichloroethylene (TCE), Cis-1,2-Dichloroethylene (DCE), and Vinyl Chloride. Free phase Trichloroethylene (TCE) has been identified in large quantities, mainly contained within the back yard area.

In 2012, Global Remediation Technologies, Inc. (GRT) was contracted by the MDEQ Remediation Division (RD) to conduct groundwater sampling for the site. Select monitoring wells were chosen for sampling in May 2012 to assess potential horizontal and vertical contamination migration. A map of the sampling locations utilized by GRT is attached as Figure 4.

The following summary of known environmental contamination was pulled from the GRT 2012 Groundwater Sampling Report:

“Previous investigations, conducted in both 2005 and 2009 identified significant soil and groundwater contamination, specifically volatile organic compounds (VOCs), with trichloroethylene (TCE) and its daughter products being the most prevalent. Concentrations of VOCs in groundwater and soil were above several DNRE Part 201 residential criteria including drinking water, groundwater volatilization to indoor air, and groundwater contact. Dense non-aqueous phase liquid (DNAPL) was first identified at the site in 2005 during remedial investigation and remained, although to a lesser extent, during the 2012 groundwater sampling events.

Results of the 2012 groundwater sampling event indicate no detectable concentration of TCE in the deep groundwater unit, consistent with results of the 2005 and 2009 sampling events.”

A map of the known extent of horizontal and vertical TCE contamination, as identified by GRT, is attached as Figure 4.

Remediation plans are interim and scheduled to begin spring of 2015 and close out spring of 2016. The remediation includes a thermal treatment project (TTP), specifically electrode resistance heating, within the primary target zone shown in the attached Figure 6.

1.5 Summary of Functionally Obsolete and/or Blighted Conditions

This section is not applicable.

1.6 Summary of Proposed Redevelopment and Future Use for Each Eligible Property

The future use of the property will continue as residential condominiums. The demolished area will become back-yard/open space.

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

This section is not applicable.

2.0 SCOPE OF WORK

2.1 DEQ Eligible Activities

2.1.1 Baseline Environmental Assessment (BEA)

This section is not applicable.

2.1.2 Due Care

This section is not applicable.

2.1.3 Additional Response Activities

Demolition of Unit B-1 (Parcel No. 80-53-077-001-00) is necessary to access and address the contamination. Building demolition includes a demolition survey and the actual demolition of the building. The foundations and floor slabs shall remain in areas noted on the demolition plan and care shall be taken to prevent cracking of existing slabs during demolition. The building will be demolished working from the perimeter of the building and coordinating with the environmental company over-seeing test well locations. All heavy equipment shall remain within the building area footprint during demolition in order to protect the existing wells located in the lawn areas. Details of the demolition plan can be found on the attached Figure 6.

The preferential access route for the demolition process is through the existing parking lot. Therefore, necessary restoration to restore disturbed areas of the parking lot, existing landscaping, and existing lawn has been included in this Work Plan; the cost of restoring the site to like conditions after the building demolition is complete. Additional care shall be taken during demolition to avoid damage to the bike path and landscaping at the east side of the building.

2.1.4 Environmental Insurance

None is planned and to the best of the City's knowledge, there is none existing.

2.1.5 Develop/Prepare Brownfield Plan and Work Plan

Abonmarche has prepared this Plan in accordance with the requirements of Act 381.

2.2 MSF Eligible Activities

MSF Eligible Activities are not considered applicable to this Work Plan.

3.0 SCHEDULE AND COSTS

3.1 Schedule of Activities

Demolition of the Health Club portion of the building is scheduled for June 15 - June 30, 2015.

3.2 Estimated Costs

A cost estimate to complete the DEQ eligible activities outlined in Section 2.1 above, along with a copy of the Tax Increment Financing Table prepared based on the anticipated taxable investment to be made, is provided as Attachment B.

There have been two brownfield plan amendments for the Factory Condominium: Plan 1 (February 2006) allowed a maximum tax capture of \$380,000. Plan 2 (May 2006) allows a maximum tax capture of \$434,650. Plan 1 was closed to tax capture when capture reached the maximum amount of \$380,000. Plan 1 has a balance of \$137,718 of school operating tax capture available for reimbursement of eligible activities. Plan 2 has \$50,592 of local tax capture available and \$68,516 of school operating tax capture available for reimbursement. The total plan balance for the Factory Condominiums is \$256,826, of which \$50,592 is local tax capture and \$206,234 is school tax capture. This balance is available for immediate reimbursement to fund demolition of the health club portion of the Factory Condominiums and is broken down in the table below.

	Max Capture	Balance Available	
		Local Capture	School Capture
Plan 1	\$ 380,000.00		\$ 137,718.00
<i>Closed to capture</i>			
Plan 2	\$ 434,650.00	\$ 50,592.00	\$ 68,516.00
Total Available		\$ 50,592.00	\$ 206,234.00

FIGURES

Figure 1

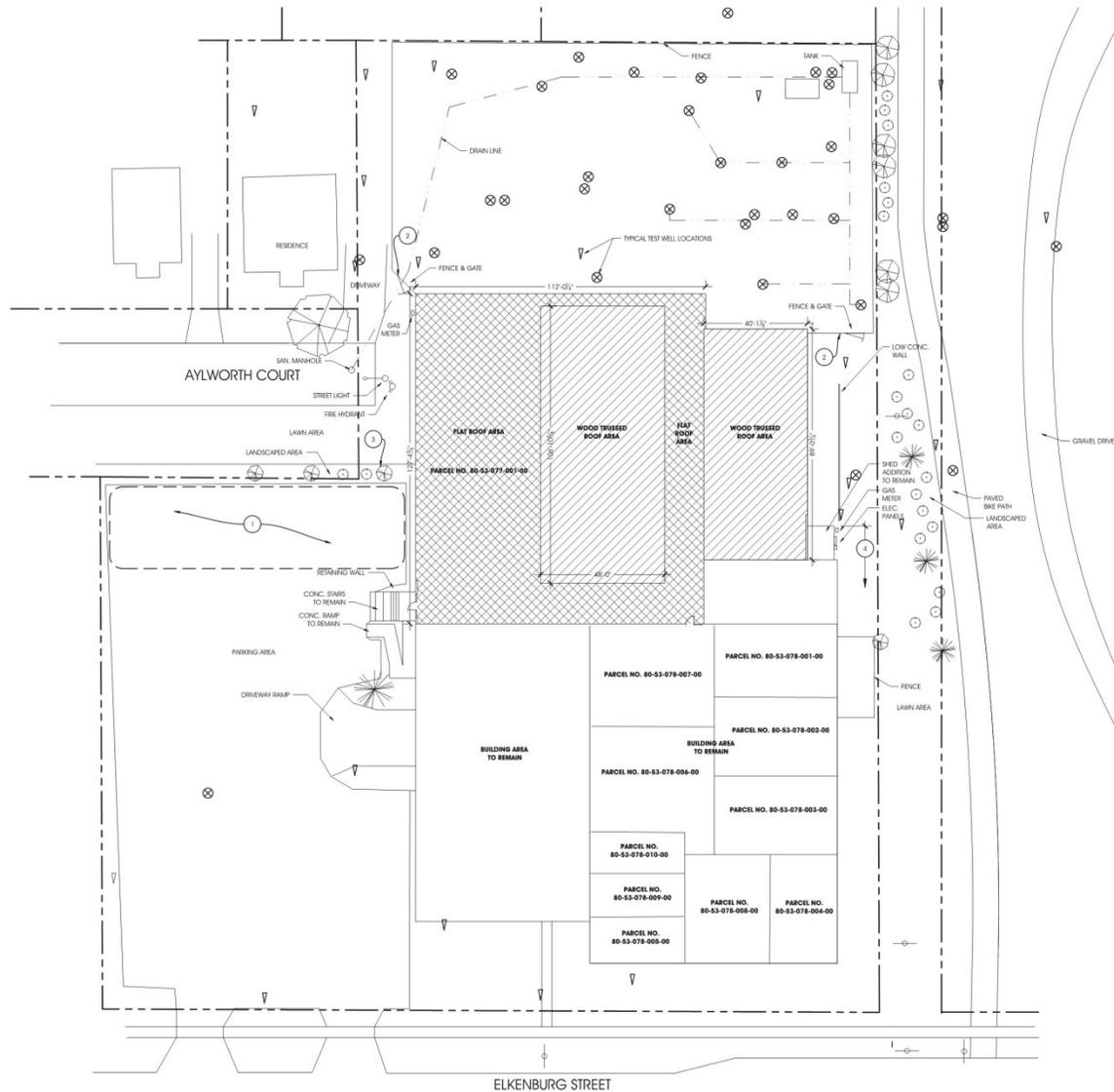
Scaled Property Location Map





Figure 2

Eligible Property Map(s)



DEMO SITE PLAN
SCALE: 1" = 20'-0"

GENERAL NOTES

- A. VERIFY ALL UTILITIES INCLUDING GAS, WATER & ELECTRIC HAVE BEEN DEACTIVATED IN AREAS OF DEMOLITION. ELECTRICAL SERVICE TO EXISTING POOL PUMP ROOM WILL REMAIN - SEE FLOOR PLAN SHEET D-2.

SITE PLAN KEYNOTES

1. NORTH END PARKING LOT WILL BE STAGING AREA AND LOCATION TO ENTER DEMOLITION AREA. NO TRAFFIC ALLOWED FROM EAST SIDE OF SITE OR ALTHORP COURT. PARKING LOT WILL BE RESTORED TO A SIMILAR OR BETTER CONDITION.
2. DISTURBED OR DAMAGED FENCING SHALL BE REPLACED WITH NEW FENCING MATCHING EXISTING.
3. DAMAGED LANDSCAPING WILL BE REPLACED AND RESTORED TO ITS EXISTING CONDITION AT COMPLETION OF DEMOLITION.
4. RESTORE DISTURBED LAWN AREAS SOUTH OF DEMOLITION AREA ONLY - WITH #7 TOPSOIL AND SEEDING PER SPECIFICATIONS. RESTORATION OF AREA TO NORTH BY OTHERS.

ABONMARCHÉ
Architectural
Engineering
Construction Planning
Construction Management
Construction Inspection
Construction Administration
Construction Services
10000 Southfield Ave. #2022
Southfield, MI 48034
Tel: 248.237.4839
Fax: 248.237.4839
www.abonmarche.com

PROJECT: **BELGRAVIA FACTORY CONDOS
DEMOLITION**
175 ELKENBURG STREET
SOUTH HAVEN, MI

SITE DEMOLITION PLAN

SHEET TITLE: _____
DRAWN BY: GMW
DESIGNED BY: JMS
PAI REVIEW: _____
GA/GC REVIEW: _____
DATE: 2014
SCALE: _____
SIGNATURE: _____
DATE: _____
HARD COPY IS INTENDED TO BE 24" x 36" WHEN PLOTTED. SCALE IS INDICATED AND GRAPHIC QUALITY MAY NOT BE ACCURATE FOR ANY OTHER SIZES.
SCALE: as noted
NO. JOB #: 14-0521
SHEET NO.: D-1B

NO.	REVISION DESCRIPTION	BY	DATE

Figure 3

Existing Sampling Location Map



FIGURE 1
SITE WELL LOCATIONS BY GROUNDWATER UNIT

		<p>Monitoring Wells</p> <ul style="list-style-type: none"> ◆ Shallow Groundwater Unit ◆ Intermediate Groundwater Unit ◆ Deep Groundwater Unit 	<p>DRAFTED: 01/24/11 BY: C. BECKETT SCALE: 1" = 40'</p>
<p>FILE: P:\Current\DEQ0701\Egg\GIS\Maps\2010\Monitoring_Well_Locations</p>			

Figure 4

Map of Known Extent of Vertical and Horizontal Contamination

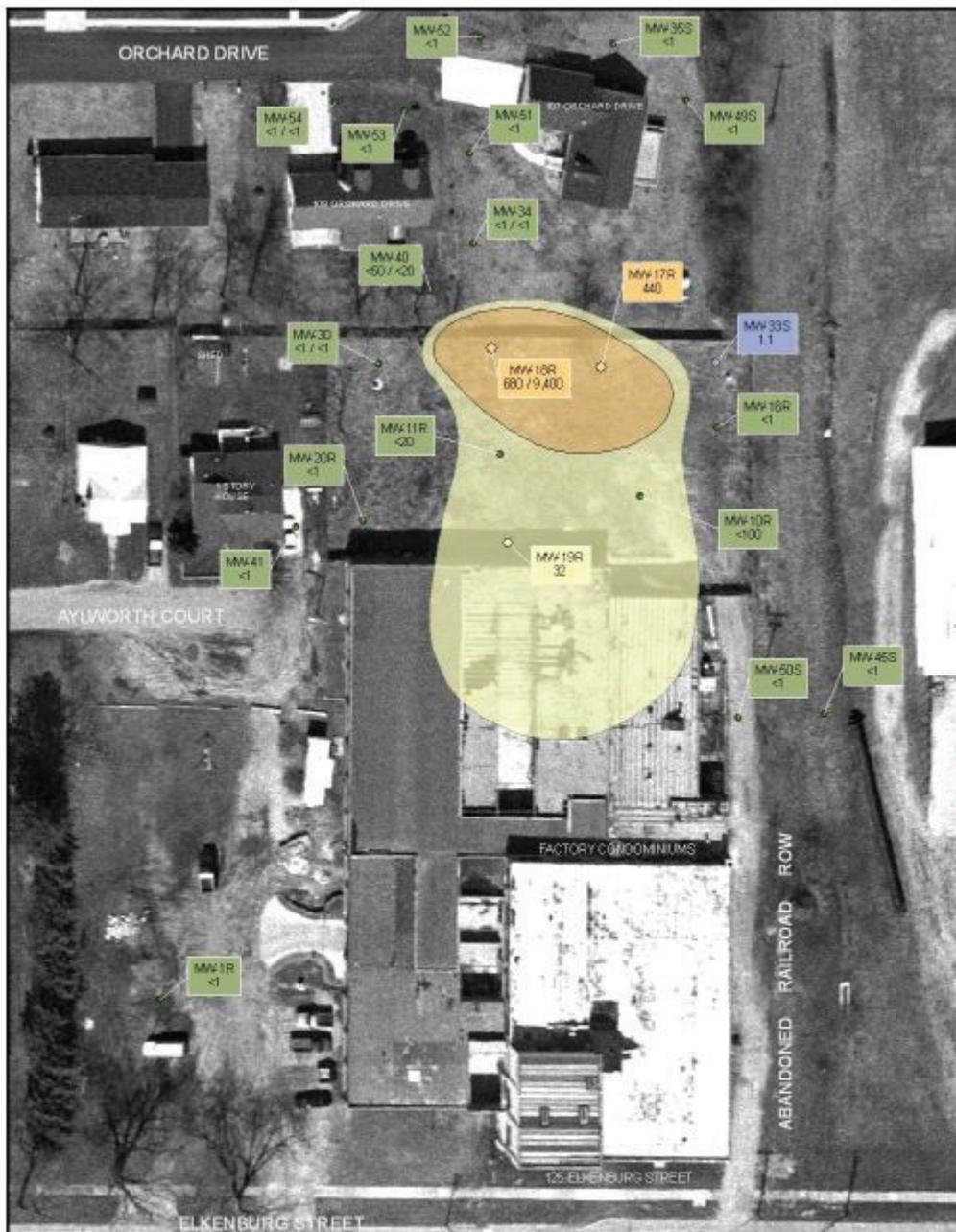


FIGURE 4
DISTRIBUTION OF TCE IN THE UNCONFINED GROUNDWATER UNIT - NOV 2010 / MAY 2012

		<p>TCE (ug/L) - Nov 2010 / May 2012</p> <ul style="list-style-type: none"> ● Non-detect ○ Less than Part 201 DW Criterion ○ Exceeds Part 201 DW Criterion ○ Exceeds Part 201 OS1 Criterion ○ Exceeds Part 201 OS2 Criterion ● Exceeds Part 201 OWC Criterion 	<p>DRAFTED: 05/30/12 BY: B. ROSS SCALE: 1" = 40' NOTE: SHALLOW GROUND WATER UNIT OCCURS FROM 2-7 FEET BELOW GROUND SURFACE</p>
<p>FILE: P:\Current\DEQ0701\Eng\GIS\Maps\2012\Fig 4TCE_Shallow_May2012</p>			



FIGURE 7
DISTRIBUTION OF TCE IN THE INTERMEDIATE GROUNDWATER UNIT - NOV 2010 / MAY 2012

		<p>TCE (ug/L) - Nov 2010 / May 2012</p> <ul style="list-style-type: none"> ● Non-detect ● Less than Part 301 DW Criterion ○ Exceeds Part 301 DW Criterion ○ Exceeds Part 301 OS1 Criterion ○ Exceeds Part 301 OS2 Criterion ● Exceeds Part 301 OWC Criterion 	<p>DRAFTED: 05/31/12 BY: B. ROSS SCALE: 1" = 40'</p> <p>NOTE: INTERMEDIATE GROUND WATER UNIT OCCURS FROM 7-32 FEET BELOW GROUND SURFACE</p>
<p>Plume boundary changes based on 2012 data</p>		<p>FILE: P:\Current\DEQ\701\Eng\GIS\Maps\2012\Fig 7 TCE_intermediate_May2012</p>	



FIGURE 10
DISTRIBUTION OF TCE IN THE DEEP GROUNDWATER UNIT - NOV 2010 / MAY 2012

	<p>GLOBAL REMEDICATION TECHNOLOGIES INC.</p>	<p>TCE (ug/L) - Nov 2010 / May 2012</p> <ul style="list-style-type: none"> ● Non-detect ● Less than Part 201 DW Criterion ● Exceeds Part 201 DW Criterion ● Exceeds Part 201 OS1 Criterion ● Exceeds Part 201 OS2 Criterion ● Exceeds Part 201 GWC Criterion 	<p>DRAFTED: 05/31/12 BY: B. BOSS SCALE: 1" = 40' NOTE: DEEP GROUND WATER UNIT OCCURS FROM 60-72 FEET BELOW GROUND SURFACE</p>
<p>Flume boundary changes based on 2012 data</p>		<p>FILE: P:\Current\DEQ0701\Eng\GIS\Maps\2012\Fig 10 TCE_Deep_May 2012</p>	

Figure 5

Color Site Photographs



Exterior, West Side



Exterior, East Side



Exterior, North Side

Figure 6

Engineering Site Plan(s) or Site Plan(s)

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	\$ _____
Lead and/or Asbestos Abatement	\$ _____
Infrastructure Improvements	\$ _____
Site Preparation	\$ _____
<i>Sub-Total</i>	\$ _____
Contingency (indicate %)*	\$ _____
<i>Sub-Total</i>	\$ _____
Interest**	\$ _____
Brownfield/Work Plan Preparation***	\$ _____
MSF TOTAL	\$ _____
<u>DEQ Eligible Activities</u>	<u>DEQ Request</u>
Baseline Environmental Assessment	\$ _____
Due Care Activities	\$ _____
Additional Response Activities	\$ ___ 135,000 ___
Environmental Insurance	\$ _____
<i>Sub-Total</i>	\$ _____
Contingency (indicate %)*	___ 14.8% ___
<i>Sub-Total</i>	\$ ___ 20,000 ___
Brownfield/Work Plan Preparation***	\$ ___ 5,000 ___
DEQ TOTAL	\$ ___ 160,000 ___
GRAND TOTAL OF ELIGIBLE ACTIVITIES (MSF + DEQ)	\$ ___ 160,000 ___

*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

DEQ Tax Capture/ Reimbursement Schedule

Exhibit C Estimated Tax Increments

AD VALOREM TAX - Real Property													
Local Increment								State/School Increment					Cumulative Available for Ass'n Reimbursement ⁽⁵⁾
	Taxable Value ⁽¹⁾	TV Increase	County	City	ISD	Other Local	Total Local	School Operating ⁽³⁾	State Ed.	Total School	Total Increment ⁽⁴⁾		
										Annual	Cumulative		
Operating Mills ⁽²⁾			7.1721	10.286	5.9728	6.417	29.8479	18.0000	6.0000	24.0000			
Calendar Year													
2001 (Base)	\$24,357												
2002-14												\$522,022	
2015	\$1,391,726	\$1,367,369	\$9,807	\$14,065	\$8,167	\$8,774	\$40,813	\$12,306	\$8,204	\$20,511	\$61,324	\$583,346	\$158,150
2016	\$1,419,561	\$1,395,204	\$10,007	\$14,351	\$8,333	\$8,953	\$41,644	\$12,557	\$8,371	\$20,928	\$62,572	\$645,918	\$220,722
2017	\$1,447,952	\$1,423,595	\$10,210	\$14,643	\$8,503	\$9,135	\$42,491	\$12,812	\$8,542	\$21,354	\$63,845	\$709,763	\$284,567
2018	\$1,476,911	\$1,452,554	\$10,418	\$14,941	\$8,676	\$9,321	\$43,356	\$13,073	\$8,715	\$21,788	\$65,144	\$774,907	\$349,711
2019	\$1,506,449	\$1,482,092	\$10,630	\$15,245	\$8,852	\$9,511	\$44,237	\$13,339	\$8,893	\$22,231	\$66,469	\$841,376	\$416,180
2020	\$1,536,578	\$1,512,221	\$10,846	\$15,555	\$9,032	\$9,704	\$45,137	\$13,610	\$9,073	\$22,683	\$67,820	\$909,196	\$483,999
2021	\$1,567,310	\$1,542,953	\$11,066	\$15,871	\$9,216	\$9,901	\$46,054	\$13,887	\$9,258	\$23,144	\$69,198	\$978,394	\$553,198
2022	\$1,598,656	\$1,574,299	\$11,291	\$16,193	\$9,403	\$10,102	\$46,990	\$14,169	\$9,446	\$23,614	\$70,604	\$1,048,998	\$623,802
2023	\$1,630,629	\$1,606,272	\$11,520	\$16,522	\$9,594	\$10,307	\$47,944	\$14,456	\$9,638	\$24,094	\$72,038	\$1,121,036	\$695,840
2024	\$1,663,241	\$1,638,884	\$11,754	\$16,858	\$9,789	\$10,517	\$48,917	\$14,750	\$9,833	\$24,583	\$73,501	\$1,194,536	\$769,340
2025 ⁽⁶⁾⁽⁷⁾	\$1,696,506	\$1,672,149	\$11,993	\$17,200	\$9,987	\$10,730	\$49,910	\$15,049	\$10,033	\$25,082	\$74,992	\$1,269,529	\$844,332
NOTES													
⁽¹⁾ This column represents current TV as of 2015 for all tax parcels within the boundaries of the eligible property, and is increased 2% per year for inflation.													
⁽²⁾ The tax levies are based on 2014 Summer and Winter millage rates, and are assumed to remain the same for purposes of this projection.													
⁽³⁾ The revenue estimates in this column assume that half of the condominium units in the eligible property will be subject to the principal residence exemption each year.													
⁽⁴⁾ Reflects actual cumulative increments through 2014 as provided by the City's Brownfield Redevelopment Authority.													
⁽⁵⁾ Reflects current fund balance of \$ 256,826, minus \$160,000 paid to the City to reimburse demolition activities, plus the annual capture in each year under this 2015 Plan Amendment.													
⁽⁶⁾ Year in which the \$814,650 estimated total cost of eligible activities authorized pursuant to the 2007 Plan Amendment would be reached and available to reimburse to the Association													
⁽⁷⁾ Tax increment revenues from local and school taxes generated by the Property may be placed into a Local Site Remediation Revolving Fund, to the extent authorized and permitted by law, for a period of up to five years after full reimbursement of the \$814,650 in Eligible Expenses authorized by this Plan Amendment.													

Millage Rates

2014 Summer Taxes:	Homestead	Non-Homestead
Charter Tax (City Operations)	10.286	10.286
Garbage Tax	1.2	1.2
South Haven Library	0.59	0.59
State Education Tax	6	6
South Haven Schools Operating	---	18
South Haven Schools Debt	4.8	4.8
Drug Enforcement	0.6798	0.6798
Lake Michigan College	1.7854	1.7854
City Streets	1.5813	1.5813
Van Buren County Op.	4.4719	4.4719
Total Millage for Summer Taxes	31.3944	49.3944
Note: A 1% Administration Fee is added to all taxes.	-	-
2014 Winter Taxes:		
South Haven Community Hospital	0.3305	0.3305
South Haven Senior Services	0.25	0.25
VB County Ambulance	0.9402	0.9402
VB County Public Safety	0.5351	0.5351
VB County Roads	0.9769	0.9769
VB County Public Transit	0.248	0.248
VB ISD - Operating	0.1414	0.1414
VB ISD - Special Education	3.3321	3.3321
VB ISD - Vocational Education	2.4993	2.4993
Total Millage for Winter Taxes	9.2535	9.2535
Note: A 1% Administration Fee is added to all taxes.		

ATTACHMENTS

Attachment A

Approved Brownfield Plan and Resolution(s) Approving

TO: Brownfield Redevelopment Authority

FR: Paul VandenBosch

RE: Overton Status and Options

The property owner of the Overton Building did not make the delinquent tax payment, and the County Treasurer reports that the parcel will go through tax foreclosure. This leads to a number of decisions on how the City should proceed with the Overton Building demolition.

Most of the decisions on this subject will be made by City Council, but City Council will rely on the Brownfield Redevelopment Authority and other boards to provide recommendation and advice.

We have initial results of the environmental assessment, which show some contamination, but not large amounts. Final results are still coming in.

It is unlikely that the DEQ will provide a grant to demolish the building. There is not enough contamination to warrant a cleanup grant.

The City has a number of tax liens in place, for utilities, mowing, boarding up and other code enforcement issues.

There are back taxes due on the property.

The cost estimate for demolition is \$380,000 plus legal, environmental, bidding and oversight. The Brownfield Local Site Remediation Revolving Fund is one potential source for funding.

The only demolition cost recovery at the moment seems to be brownfield plan tax capture on future development of the property.

The zoning is currently I-1 Light Industrial.

There may be litigation by the current owner against the City for its actions related to demolition.

Strategy Questions:

Should the City acquire the property through tax foreclosure?

What is the exit strategy for property ownership?

Which entity or authority should acquire the property?

Is there a public use for the property?

Is there a desired type of private development?

What type of public input and neighborhood input should be included in this decision?

Do we wish to be associated with placing a residential use on a former industrial site?

Should the property be rezoned? Single-Family or Multiple-Family?

Would commercial use be acceptable?

TRANSACTIONS FROM 07/01/2013 TO 03/31/2015

Project Code	Description	Type	Debits	Credits	Net
Date	JNL Jnl Line Description				
Project: 0156	229 ELKENBURG	Project			
101-371-809-023-0156	BUILDING DEMOLITIONS				
05/08/2014	AP WILTSE FENCING & KENNELS, INC		7,498.50	0.00	7,498.50
	FENCING 229 ELKENBURG				
06/02/2014	JE CREDIT CARD BILLING		12.98	0.00	12.98
06/30/2014	AP VILLA ENVIRONMENTAL CONSULTANTS		1,900.00	0.00	1,900.00
	ESA FOR 229 ELKENBURG				
06/30/2014	AP WILTSE FENCING & KENNELS, INC		7,498.50	0.00	7,498.50
	ALUMINIZED CHAIN LINK FENCING AT 229 ELK				
06/30/2014	JE LEGAL COST REDISTRIBUTION		12,188.00	0.00	12,188.00
06/30/2014	JE VILLA ENVIRONMENTAL-OVERTON 229 ELKENBRG		5,300.00	0.00	5,300.00
10/01/2014	AP ABONMARCHE CONSULTANTS INC		5,786.00	0.00	5,786.00
	OVERTON FACTORY DEMOLITION				
10/07/2014	AP ABONMARCHE CONSULTANTS INC		467.50	0.00	467.50
	DEMOLITION FOR OVERTON FACT/FACT CONDOS				
11/24/2014	AP ABONMARCHE CONSULTANTS INC		812.50	0.00	812.50
	DEMOLITION OVERTON/FACTORY CONDO				
12/08/2014	AP ABONMARCHE CONSULTANTS INC		404.00	0.00	404.00
	DEMOLITION OVERTON FACTORY/FACTORY CONDO				
12/08/2014	AP ABONMARCHE CONSULTANTS INC		467.50	0.00	467.50
	DEMOLITION OVERTON FACTORY/FACTORY CONDO				
	Total 101-371-809-023-0156:		42,335.48	0.00	42,335.48
	Total Project 0156:		42,335.48	0.00	42,335.48
			42,335.48	0.00	42,335.48

April 3, 2015

TO: Brownfield Redevelopment Authority

FR: Paul VandenBosch

RE: BRA Budget Recommendation

Attached is a budget draft for the Brownfield Redevelopment Authority, which has been prepared by City Staff. The annual budget is approved by City Council, and the Brownfield Redevelopment Authority may recommend to City Council on its budget.

The expenses listed in this budget require approval by the BRA prior to charging them to this account.

The area of interest on the attached table is the far right column, 2015-2016 Recommended Budget.

A few notable items:

Overton Building

The budget includes \$480,000 in Professional Fees for Environmental Cleanup. These expenditures are proposed to come from the Local Site Remediation Revolving Fund to demolish the Overton Building, and it includes legal fees, environmental consulting fees, demolition engineering and bidding fees, and the demolition itself. Note that while this item is budgeted, the BRA has not approved this expenditure, and there may be other approvals required, such as brownfield plan approval and DEQ approvals. Not all demolition expenditures may be eligible to be funded from the revolving fund.

We are currently incurring expenses that are being paid by general City funds, but the BRA should expect a request from staff to book eligible expenses to the Revolving Fund. The current expenses are related to initial response to the roof collapse (fencing) and preparation of a plan to demolish the building. Our intent is to show the BRA a complete estimate of cost of demolition prior to requesting approval. The approval would include approving a brownfield plan for the site.

Approving a budget for demolition of the Belgravia Building is the first step in approving use of the funds for demolition. It is not a final approval.

Factory Condominium Health Club Demolition

The budget includes \$150,000 towards demolition of the Factory Condominium Health Club building. We may be able to accomplish this prior to the end of the current fiscal year, in which case we will do a special amendment to the budget.

Other Brownfield Plan Items

The budget numbers for other brownfield plans are estimates of how much the developers may receive in reimbursement in 2015-2016. Actual numbers will be determined by the annual brownfield report, which is prepared in late summer each year. The brownfield report as of June 30, 2014 is attached for your review.

Staff Recommendation:

Recommend approval of the BRA budget to City Council.

BUDGET REPORT FOR CITY OF SOUTH HAVEN
 Fund: 260 BROWNFIELD AUTHORITY
 FY 2015-2016 PROPOSED BUDGET
 Calculations as of 03/31/2015

GL NUMBER	DESCRIPTION	2013-14 ACTIVITY	2014-15 AMENDED BUDGET	2014-15 ACTIVITY THRU 03/31/15	2014-15 PROJECTED ACTIVITY	2015-16 RECOMMENDED BUDGET
Dept 000-REVENUES						
260-000-402-056	REAL TAXES-FACTORY CONDO	54,880	57,253	57,253	57,253	58,190
260-000-402-060	REAL TAXES- 1070 INDIANA	12,627	11,102	11,102	11,102	11,159
260-000-402-061	REAL TAXES- CENTRAL LOFTS	42,264	48,076	48,076	48,076	48,937
260-000-402-062	REAL TAXES-THE PRESERVE	14,281	15,710	15,710	15,710	15,648
260-000-402-063	REAL TAXES-SHERMAN HILLS	5,330	2,536	2,536	2,536	4,576
260-000-410-050	PERSONAL TAXES-WYCKOFF/DUWEL	2,671	2,578	2,805	2,578	2,239
260-000-410-061	PERSONAL TAXES-CENTRAL LOFTS	9	0	0	0	9
260-000-410-062	PERSONAL TAXES-THE PRESERVE	(5)	0	0	0	0
260-000-665-000	INTEREST INCOME	13,041	10,000	5,290	10,000	10,000
260-000-665-260	MARKET VALUE ADJUSTMENTS	2,450	0	0	0	0
NET OF REVENUES/APPROPRIATIONS - 000-REVENUES		147,548	147,255	142,772	147,255	150,758
Dept 622-ENVIRONMENTAL CLEANUP						
260-622-801-000	PROFESSIONAL FEES - ADMIN	166	0	0	0	480,000
260-622-802-000	CONTRACTUAL SERVICES-ADMIN	0	0	0	0	10,000
260-622-802-050	OTHER CONT-WYCKOFF/DUWEL	0	20,000	0	20,000	0
260-622-802-056	OTHER CONTRACTUAL-FACTORY CON	9,862	50,000	9,623	50,000	150,000
260-622-802-060	OTHER CONTRACTUAL-1070 INDIANA	6,946	12,732	7,315	12,732	15,000
260-622-802-061	OTHER CONTRACTUAL-CENTRAL LOFT	27,794	49,829	18,100	49,829	75,000
260-622-802-062	CONTRACTUAL-THE PRESERVE	0	15,710	0	15,710	100,000
NET OF REVENUES/APPROPRIATIONS - 622-ENVIRONMENTAL C		(44,768)	(148,271)	(35,038)	(148,271)	(830,000)
Dept 965-OPERATING TRANSFERS OUT						
260-965-999-101	OPER TRANS OUT-ADMIN FEES	58,000	58,000	43,500	58,000	18,000
NET OF REVENUES/APPROPRIATIONS - 965-OPERATING TRANS		(58,000)	(58,000)	(43,500)	(58,000)	(18,000)
ESTIMATED REVENUES - FUND 260		147,548	147,255	142,772	147,255	150,758
APPROPRIATIONS - FUND 260		102,768	206,271	78,538	206,271	848,000
NET OF REVENUES/APPROPRIATIONS - FUND 260		44,780	(59,016)	64,234	(59,016)	(697,242)
BEGINNING FUND BALANCE		1,185,183	1,229,964	1,229,964	1,229,964	1,170,948
ENDING FUND BALANCE		1,229,963	1,170,948	1,294,198	1,170,948	473,706
ESTIMATED REVENUES - ALL FUNDS		483,095	443,510	433,607	443,510	424,949
APPROPRIATIONS - ALL FUNDS		379,020	571,295	256,524	571,295	1,384,375
NET OF REVENUES/APPROPRIATIONS - ALL FUNDS		104,075	(127,785)	177,083	(127,785)	(959,426)
BEGINNING FUND BALANCE - ALL FUNDS		2,626,496	2,730,573	2,730,573	2,730,573	2,602,788
ENDING FUND BALANCE - ALL FUNDS		2,730,571	2,602,788	2,907,656	2,602,788	1,643,362

**City of South Haven
Brownfield Redevelopment Authority
Brownfield Plan Revenue and Expenses
As of June 30, 2014**

08/06/14

	2013-2014 Revenue	Proposed 2013-2014 Reimbursements	Life of Plan Revenue	Life of Plan Reimbursements	Life of Plan Balance	Maximum Plan Amount	Capture Deadline
1421 Kalamazoo 1 Local	Closed	.00	109,337.09	109,337.09	.00	675,000.00	Closed
1421 Kalamazoo 1 School	Closed	.00	565,662.91	436,445.00	129,217.91		
Revolving Fund Local	Closed	.00	20,702.66	.00	20,702.66	675,000.00	Closed
Revolving Fund School	Closed	.00	565,662.91	.00	565,662.91		
1421 Kalamazoo 2 Local	10,578.67	.00	102,676.70	36,715.61	65,961.09	400,000.00	2034
KSU Local	150.66	.00	1,050.02	.00	1,050.02	436,500.00	2028
KSU School	561.56	.00	3,913.87	.00	3,913.87		
Factory Condo 1 Local	Closed	.00	198,087.08	198,087.08	.00	380,000.00	Closed
Factory Condo 1 School	Closed	.00	181,912.92	44,194.19	137,718.73		
Factory Condo 2 Local	23,139.10	.00	73,505.59	22,913.08	50,592.51	434,650.00	2022
Factory Condo 2 School	24,057.52	.00	68,516.83	.00	68,516.83		
900 Indiana Local	Closed	.00	.00	.00	.00	319,687.00	Closed
900 Indiana Revolving Fund	.00	.00	.00	.00	.00	Five Years	2017
1070 Indiana Local	7,314.65	.00	89,990.68	82,676.03	7,314.65	2,004,657.05	2022
Sherman Hills Local	12,634.99	.00	72,561.79	.00	72,561.79	2,000,000.00	2015
500 Erie Local	25,248.68	.00	243,486.89	218,236.98	25,249.91	817,232.00	2019
The Preserve Local	17,860.09	.00	85,990.29	3,025.98	82,964.31	3,967,407.00	2026
The Preserve School	Closed	.00	.00	.00	.00		Closed
TOTAL	121,545.92	.00	2,383,058.23	1,151,631.04	1,231,427.19	12,110,133.05	