

# Brownfield Redevelopment Authority

## Regular Meeting Agenda

Monday, November 9, 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 – October 12, 2015

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

### 6. Financial Report

### 7. Factory Condominium Reimbursement Request

### 8. Factory Condominium Demolition Revolving Fund Expenses

### 9. General Comments

### 10. 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, October 12, 2015  
4:00 p.m., Council Chambers



City of South Haven

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

### 2. Roll Call

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

### 3. Approval of Agenda

Motion by Valentine, second by Klavins to approve the October 12, 2015 regular meeting agenda as presented.

All in favor. Motion carried.

### 4. Approval of Minutes – July 13, 2015

Motion by Klavins, second by Timmer to approve the July 13, 2015 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 gave an overview of the financial reports.

Motion by Dotson, second by Erdmann to accept the financial reports.

All in favor. Motion carried.

### 7. Brownfield Report

VandenBosch explained this as an annual report where capture is reported and payments/reimbursements are made.

To Roland J. Peterson, LLC \$5,141.11 and to Lago Blue, LLC (Central Lofts; Larry Hollenbeck) \$24,878.20.

Discussion ensued regarding The Preserve, which is currently at the tax tribunal.

Motion by Valentine to approve Resolution #2015-03. Second by Erdmann.

All in favor. Motion carried.

Discussion ensued regarding the taxes being delinquent and at tax tribunal. Bolt noted the calendar is running on that and we are well into the 12-year calendar. VandenBosch noted that if they had paid those taxes the city would have to reimburse the reimbursement amount.

Dotson asked if there is a time table on the tribunal, generally, to which VandenBosch stated that he did not research that and does not know.

## **8. Central Lofts Eligible Expenses**

VandenBosch noted that Larry Hollenbeck has been working on adding units and has put the parking lot in that was part of the Brownfield plan with the former developer, capping the area where the coal and ash were formerly stored. The Central Lofts have submitted for reimbursement \$129,079.38 along with certification from the environmental consultant and with copies of invoices.

Discussion ensued about the delinquent taxes and VandenBosch explained, "We take delinquent taxes off of the amount we reimburse." VandenBosch stated that the developer will only recover what he gets from the tax capture.

In response to a question by Valentine regarding the different LLC name VandenBosch noted that we are going to be reimbursing Lago Blue because we have a chain of assignments for reimbursement and agreed it is important to determine who gets reimbursed.

Motion by Valentine to accept the expenses as eligible. Second by Henry.

Abstention by Klavins.

All others in favor. Motion carried.

## **9. General Comments**

None at this time.

## **10. Adjourn**

Motion by Klavins, second by Erdmann to adjourn at 4:28 p.m.

All in favor. Motion carried.

October 12, 2015  
Brownfield Authority  
Regular Meeting Minutes  
DRAFT

RESPECTFULLY SUBMITTED,

Marsha Ransom  
Recording Secretary

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

**Revenues**

Property Tax Captures	91,528	
Interest Income	2,072	
Other Revenue	-	
Other Transfers In	-	
<b>Total Revenue</b>		93,600

**Expenditures**

Administrative Costs		
General Fund	6,000	
Total Administrative Expenses	6,000	
Contractual Services	151,449	
Total Other Expenses	151,449	
<b>Total Expenditures</b>		157,449
Year-to-Date Fund Gain/(Loss)		(63,849)

**Cash and Investments**

Cash	254,749	
Certificates of Deposit	279,982	
Other Financial Investments	686,328	
<b>Total</b>	1,221,058	

November 2, 2015

TO: Brownfield Redevelopment Authority

FR: Paul VandenBosch

RE: Factory Condominium Brownfield Reimbursement Request

The Factory Condominium Association has submitted two invoices from Horizon Environmental for brownfield reimbursement.

\$6,281.30, invoice #20150798, September 28, 2015

\$4,478.71, invoice #22801009.00-01, September 28, 2015

The total amount is \$10,760.01.

Staff Recommendation:

Approve payment of \$10,760.01 as brownfield reimbursement of the invoiced environmental expenses to the Factory Condominium Association.

October 14, 2015

City of South Haven  
ATTN: Mr. Paul VandenBosch  
1199 8th Avenue  
South Haven, MI 49090

RE: REQUEST FOR PAYMENT UNDER BROWNFIELD ACT 381

Dear Mr. VandenBosch,

As treasurer of the Factory Condominium Association Board, I am requesting reimbursement for the following:

PROJECT NAME:

The Factory Condominium Association (a/k/a Belgravia site)  
125 Elkenburg Street  
South Haven, MI 49090

DESCRIPTION OF WORK PERFORMED: See consultant's summary letter and  
billing enclosed herewith.

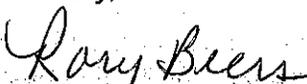
It is my understanding that the work was completed in accordance with the work plan along with proposed future monitoring; accordingly, we are requesting payment on invoice #20150798 for the period December 1, 2014 through July 31, 2015 in the amount of \$6,281.30 and Invoice #22801009.00-1 for the period from August 1, 2015 through September 4, 2015 in the amount of \$4,478.71.

Payment should be made payable to Factory Condominium Association

And mailed to: Factory Condominium Association  
ATTN: Rory Beers, Treasurer  
125 Elkenburg Street - Unit 11  
South Haven, MI 49090

Your expeditious handling of this request will be greatly appreciated.

Sincerely,

  
Rory Beers

DEPARTMENT OF ENVIRONMENTAL QUALITY  
300 WESTLAND AVENUE, SUITE 2000, ANN ARBOR, MI 48106-1500  
734.263.7000

# HORIZON ENVIRONMENTAL

October 1, 2015

The Factory Condominium Association  
Attn: Mr. Glenn Pietenpol  
125 Elkenburg Street  
South Haven, Michigan 49090

**RE: HORIZON ENVIRONMENTAL INVOICE FOR PROFESSIONAL CONSULTING SERVICES  
THE FACTORY CONDO SITE, SOUTH HAVEN, MICHIGAN**

Dear Mr. Pietenpol:

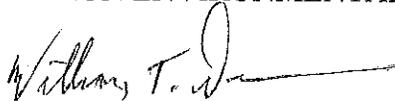
Enclosed are two (2) invoices for environmental consulting services provided by Horizon Environmental. Invoice #20150798 is for the period from December 1, 2014 through July 31, 2015 and Invoice #22801009.00-1 is for the period from August 1, 2015 through September 4, 2015.

The scope of work completed included evaluation of implications of the fitness center demolition and source area treatment projects on due care response activities associated with the vapor intrusion pathway, participation in conference calls with MDEQ, Global Remediation Technologies (consultants to MDEQ), City of South Haven, and Factory Condominium Association representatives; participation in a condominium association meeting; review of sub-slab depressurization system installation and operation; communications with Michigan Department of Community Health staff; and collection of soil gas and indoor air samples in August 2015. These types of due care activities were contemplated in the MDEQ-approved *Act 381 Work Plan to Conduct Eligible MDEQ Redevelopment Activities – Former Belgravia Project Site February 2006 (Revised May 2006)*.

If you have any questions, please contact us at (616) 554-3210 or via e-mail at [wtdavidson@horizonenv.com](mailto:wtdavidson@horizonenv.com).

Sincerely,

HORIZON ENVIRONMENTAL



William T. Davidson  
Project Manager

enclosure

**INVOICE**  
*Terms Net 30*

**HORIZON ENVIRONMENTAL CORPORATION**  
**4771 50th St. SE, Suite One**  
**Grand Rapids, MI 49512**  
**PH: 616-554-3210**  
**WTD**

FACTORY CONDOMINIUM ASSOCIATION  
ATTN: GLEN PIETENPOL  
125 ELKENBURG STREET  
SOUTH HAVEN, MI 49090

PROJECT NUMBER: WNJ-1001  
INVOICE NUMBER: 20150798  
28-Sep-15

**RE: DUE CARE RESPONSE ACTIVITY PLANNING - FACTORY CONDOMINIUM ASSOCIATION**

**INVOICE FOR PERIOD ENDING JULY 31, 2015**

---

**LABOR**

<u>Staff</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
William Davidson	38.2	134.00	5,118.80
Karen Hathaway	3.0	118.00	354.00
Christopher Miron	4.1	149.00	610.90
Kim Motherwell	2.6	76.00	197.60

**TOTAL THIS INVOICE**                      **\$ 6,281.30**

*Please make check payable to:  
Horizon Environmental Corporation and send to: 4771 50th St. SE, Suite One, Grand Rapids, MI 49512*

**INVOICE**  
*Terms Net 30*

**HORIZON ENVIRONMENTAL CORPORATION**  
**4771 50th St. SE, Suite One**  
**Grand Rapids, MI 49512**  
**PH: 616-554-3210**  
**WTD**

FACTORY CONDOMINIUM ASSOCIATION  
ATTN: GLEN PIETENPOL  
125 ELKENBURG STREET  
SOUTH HAVEN, MI 49090

PROJECT NUMBER: WNJ-1001  
INVOICE NUMBER: 22801009.00-1  
28-Sep-15

**RE: INDOOR AIR/SOIL GAS MONITORING AND DUE CARE PLANNING - FACTORY CONDOMINUMS**

**INVOICE FOR PERIOD ENDING SEPTEMBER 4, 2015**

---

**LABOR**

<u>Staff</u>	<u>Hours</u>	<u>Rate</u>	<u>Total</u>
William Davidson	22.8	134.00	3,055.20
Zach McCurley	16.8	76.00	1,276.80
		<b>Subtotal</b>	<b>\$ 4,332.00</b>

**EXPENSES**

Travel/Mileage Charges			146.71
		<b>Subtotal</b>	<b>\$ 146.71</b>

**TOTAL THIS INVOICE** **\$ 4,478.71**

---

*Please make check payable to:  
Horizon Environmental Corporation and send to: 4771 50th St. SE, Suite One, Grand Rapids, MI 49512*

October 21, 2015

TO: Brownfield Redevelopment Authority

FR: Paul VandenBosch

RE: Brownfield Reimbursement for Belgravia Health Club Demolition

The Belgravia Health Club demolition work has been paid as part of the general Brownfield Authority fund under a separate project number.

The terms of the Memorandum of Understanding with the Factory Condominium Association are that the funds will be paid out of the Factory Condominium brownfield plan, and that the brownfield plan total tax capture will be increased by the demolition amount.

The attached resolution by the Brownfield Redevelopment Authority would authorize the City to move funds from the Factory Condominium brownfield account to the demolition project account. This is a transfer internal to the City accounting system.

The resolution would also direct staff to increase the total tax capture allowed to the Factory Condominium brownfield plan by the total amount of demolition work.

Staff Recommendation:

Approve the resolution approving brownfield reimbursements for demolition work at Belgravia Factory Condominium.

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

RESOLUTION NO. 2015-04

A RESOLUTION AUTHORIZING BROWNFIELD REIMBURSEMENTS FOR DEMOLITION  
WORK AT BELGRAVIA FACTORY CONDOMINIUM

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 November 9, 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 City of South Haven and the Factory Condominium Association have entered into a Memorandum of Understanding related to demolition of the health club portion of the Belgravia building; and

WHEREAS, the City of South Haven has approved a brownfield plan for the Factory Condominium which increases the tax capture amount of the previous brownfield plan by the cost of demolition; and,

WHEREAS, An Act 381 Workplan has been approved by the DEQ which authorizes capture and reimbursement of school operating taxes for specific demolition activities.

NOW THEREFORE BE IT RESOLVED, that the Brownfield Redevelopment Authority approves and authorizes reimbursement from the Factory Condominium brownfield plan to the City for expenses related to demolition work at Belgravia Factory Condominium as follows:

Local Tax Capture	\$44,164.39
School Operating Tax Capture	\$29,010.61

BE IT FURTHER RESOLVED, that detail of the expenses are provided in Exhibit A.

BE IT FURTHER RESOLVED, that that the maximum brownfield plan tax capture of the Factory Condominium brownfield plan shall be increased by the total amount of \$65,090.00.

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 14th day of September, 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

Belgravia Factory Condo Demolition  
Expenses Eligible for Reimbursement

Factory Condo Act 381 Workplan Preparation Abonmarche  
Proposal Approved 1/15/15  
650 Data Collection for Required Work Plan Content  
1,235 Preparation and Submission of Work Plan  
1,885 TOTAL

Funding Source Notes  
Local Expense Class  
Local Included in a Brownfield Plan, May 4, 2015 Approval  
Local Included in a Brownfield Plan But Performed Prior to Approval (per 15(b) and 13(16)(c)(ii))  
Local Prior to Act 381 Workplan Approval  
School After Act 381 Workplan Approval May 27, 2015

Remaining	Invoice Amount	Date	Invoice Number	
1,312.50	1312.5	01/29/15	110560	Abonmarche
0	572.50	03/05/15	110748	Abonmarche

8,085.00 Brownfield Plan Eligible: 100% Local  
65,090.00 Work Plan Eligible: School 44.57%, Local 55.43%, not to exceed \$155,000

Factory Condominium Demolition Planning and Technical Assistance  
Proposal Approved July 1, 2014

700 Field Investigation  
0 Coordinate Environmental Work  
4,000 Develop Plans and Specifications  
500 Develop Cost Estimates  
1,000 Bidding Phase  
0 Grant Management  
TBD Surveying Services  
6,200 TOTAL

Remaining	Invoice Amount	Date	Invoice Number	
6,200.00	.00	07/24/14	109328	
3,160.50	3,039.50	08/20/14	109508	Abonmarche
2,566.75	593.75	09/19/14	109711	Abonmarche
1,754.25	812.50	11/10/14	110090	Abonmarche
1,350.25	404.00	11/20/14	110152	Abonmarche
1,042.00	308.25	04/14/15	110951	Abonmarche
740.75	301.25	04/29/15	111050	Abonmarche
355.75	385.00	05/15/15	111196	Abonmarche
0.00	355.75	05/21/15	111249	Abonmarche

Construction Administration Services Abonmarche  
Proposal Approved June 15, 2015  
2,850 Construction Administration Services  
2,850 TOTAL

Remaining	Invoice Amount	Date	Invoice Number	
2,146.25	703.75	06/18/15	111432	Abonmarche
1,446.25	700.00	06/26/15	111483	Abonmarche
144.25	1,302.00	08/14/15	111914	Abonmarche
0	144.25	09/10/15	112186	Abonmarche

NESHAP Inspection (Asbestos Report) Villa  
Proposal Approved 6/24/15  
1,500

Remaining	Invoice Amount	Date	Invoice Number	
270.00	1,230.00	07/14/15	51378	Villa

Factory Condo Melching Expense Log Melching  
Project 173  
260-622-801-000

Factory Condo Act 381 Workplan  
Proposal Approved 1/15/15  
53,930 Demolition  
4,085 CO #1  
58,015 TOTAL

Remaining	Invoice Amount	Date	Invoice Number	
5,393.00	52,622.00	08/18/15	1	Melching
0	5,393.00	09/17/15	2	Melching

Factory Condo Roof Restoration, Future Construction Future Construction  
Proposal Approved 8/19/15  
675 West Side Middle Roof PLUS WOOD  
1,250 West Side Middle Roof Gutter  
1,150 East Side Roof  
3,075 TOTAL

Remaining	Invoice Amount	Date	Invoice Number	
80	2,995.00	10/06/15	2884	Future Construction

Belgravia Factory Condominium Demolition  
Brownfield Plan and Act 381 Workplan Eligible

Brownfield Plan Eligible: 100% Local

Invoice Amoun	Date	nvoice Number	
1,312.50	01/29/15	110560	Abonmarche
572.50	03/05/15	110748	Abonmarche
3,039.50	08/20/14	109508	Abonmarche
593.75	09/19/14	109711	Abonmarche
812.50	11/10/14	110090	Abonmarche
404.00	11/20/14	110152	Abonmarche
308.25	04/14/15	110951	Abonmarche
301.25	04/29/15	111050	Abonmarche
385.00	05/15/15	111196	Abonmarche
355.75	05/21/15	111249	Abonmarche
8,085.00 TOTAL			

Work Plan Eligible: School 44.57%, Local 55.43%, not to exceed \$155,000

Invoice Amoun	Date	nvoice Number	
703.75	06/18/15	111432	Abonmarche
700.00	06/26/15	111483	Abonmarche
1,302.00	08/14/15	111914	Abonmarche
144.25	09/10/15	112186	Abonmarche
1,230.00	07/14/15	51378	Villa
52,622.00	08/18/15	1	Melching
5,393.00	09/17/15	2	Melching
2,995.00	10/06/15	2884	Future Construction
65,090.00 TOTAL			

8,085.00 Brownfield Plan Local  
36,079.39 Act 381 Workplan Local (55.43%)  
44,164.39 TOTAL Local

29,010.61 Act 381 Workplan School Operating (44.57%)



Engineering  
Architecture  
Land Surveying  
Marina/Waterfront  
Community Planning  
Landscape Architecture  
Development Services

**CITY OF SOUTH HAVEN**  
Attn: Paul Vandebosch  
539 Phoenix Street  
South Haven, MI 49090-1499

**INVOICE**

No. 110560  
01/29/2015

**15-0016**      **Factory Condos PA 381, Plan Development**  
Project Manager: Christopher J. Cook

Work Plan & Budget

**Invoice Amount**

**\$1,312.50**

*All invoices are due upon receipt. After 30 days, interest of 1.5% per month will be added to any unpaid balance.*

*If, upon receipt of an invoice from Abonmarche, the client has any questions, or if there are any discrepancies in the invoice, the Client shall identify the issue in writing within ten (10) days of its receipt. If no written objection is made within the ten (10) day period, any such objection shall be deemed waived.*

Please remit to **Abonmarche Consultants, Inc.**  
**PO Box 1088**  
**Benton Harbor, MI 49023**

**REMITTANCE  
COPY**

95 West Main Street  
Benton Harbor, MI 49022  
269.927.2295  
Fax 269.927.4639

361 First Street  
Manistee, MI 49660  
231.723.1198  
Fax 231.723.1194

503 Quaker Street  
South Haven, MI 49090  
269.637.1293  
Fax 269.927.1017

750 Lincoln Way East  
South Bend, IN 46601  
574.232.8700  
Fax 574.251.4440

3177 Willowcreek Road  
Portage, IN 46368  
219.850.4624  
Fax 219.850.4625

**www.abonmarche.com**





Engineering  
 Architecture  
 Land Surveying  
 Marina/Waterfront  
 Community Planning  
 Landscape Architecture  
 Development Services

**CITY OF SOUTH HAVEN**  
 Attn: Paul VandenBosch  
 539 Phoenix Street  
 South Haven, MI 49090-1499

**INVOICE**

No. 109508

08/20/2014

**14-0521 Demolition for Overton Factory and Factory Condos**

Project Manager: Jeffrey M. Saylor

**FACTORY CONDO'S**

Professional services through 8/15/14:

Completion of field work: \$ 600.00  
 Plans & Specifications +/- 60% Complete: \$ 2,410.50  
 Reimbursable:  
 Mileage - 1 Site Visits (1 x \$ 29.00) = \$ 29.00

Total Amount Due: \$ 3,039.50

(Total Fees = \$ 6,200.00)  
 (Total Previously Invoiced = \$ 0.00)  
 (Total Fees Invoiced to Date = \$ 3,039.50)  
 (Total Fees Remaining = \$ 3,160.50)

**Invoice Amount**

**\$3,039.50**

*All invoices are due upon receipt. After 30 days, interest of 1.5% per month will be added to any unpaid balance.*

*If, upon receipt of an invoice from Abonmarche, the client has any questions, or if there are any discrepancies in the invoice, the Client shall identify the issue in writing within ten (10) days of its receipt. If no written objection is made within the ten (10) day period, any such objection shall be deemed waived.*

Please remit to **Abonmarche Consultants, Inc.**

**PO Box 1088  
 Benton Harbor, MI 49023**

**REMITTANCE  
 COPY**

95 West Main Street  
 Benton Harbor, MI 49022  
 269.927.2295  
 Fax 269.927.4639

361 First Street  
 Manistee, MI 49660  
 231.723.1198  
 Fax 231.723.1194

503 Quaker Street  
 South Haven, MI 49090  
 269.637.1293  
 Fax 269.927.1017

750 Lincoln Way East  
 South Bend, IN 46601  
 574.232.8700  
 Fax 574.251.4440

3177 Willowcreek Road  
 Portage, IN 46368  
 219.850.4624  
 Fax 219.850.4625

[www.abonmarche.com](http://www.abonmarche.com)



Engineering  
 Architecture  
 Land Surveying  
 Marina/Waterfront  
 Community Planning  
 Landscape Architecture  
 Development Services

**CITY OF SOUTH HAVEN**  
 Attn: Paul VandenBosch  
 539 Phoenix Street  
 South Haven, MI 49090-1499

**INVOICE**

No. 109711  
 09/19/2014

**14-0521                    Demolition for Overton Factory and Factory Condos**  
 Project Manager: Jeffrey M. Saylor

**FACTORY CONDO'S**

Professional services through 8/31/14:

- 1. Cost Estimating - \$ 218.75
- 2. Plans & Specifications +/- 70% Complete: \$ 375.00

Total Amount Due: \$ 593.75

(Total Fees = \$ 6,200.00)  
 (Total Previously Invoiced = \$ 3,039.50)  
 (Total Fees Invoiced to Date = \$ 3,633.25)  
 (Total Fees Remaining = \$ 2,566.75)

**Invoice Amount                    \$593.75**

*All invoices are due upon receipt. After 30 days, interest of 1.5% per month will be added to any unpaid balance.*

*If, upon receipt of an invoice from Abonmarche, the client has any questions, or if there are any discrepancies in the invoice, the Client shall identify the issue in writing within ten (10) days of its receipt. If no written objection is made within the ten (10) day period, any such objection shall be deemed waived.*

Please remit to **Abonmarche Consultants, Inc.**  
**PO Box 1088**  
**Benton Harbor, MI 49023**

**REMITTANCE  
 COPY**

95 West Main Street  
 Benton Harbor, MI 49022  
 269.927.2295  
 Fax 269.927.4639

361 First Street  
 Manistee, MI 49660  
 231.723.1198  
 Fax 231.723.1194

503 Quaker Street  
 South Haven, MI 49090  
 269.637.1293  
 Fax 269.927.1017

750 Lincoln Way East  
 South Bend, IN 46601  
 574.232.8700  
 Fax 574.251.4440

3177 Willowcreek Road  
 Portage, IN 46368  
 219.850.4624  
 Fax 219.850.4625

d



Engineering  
 Architecture  
 Land Surveying  
 Marina/Waterfront  
 Community Planning  
 Landscape Architecture  
 Development Services

**CITY OF SOUTH HAVEN**  
 Attn: Paul VandenBosch  
 539 Phoenix Street  
 South Haven, MI 49090-1499

**INVOICE**

No. 110090  
 11/10/2014

**14-0521                    Demolition for Overton Factory and Factory Condos**  
 Project Manager:    Jeffrey M. Saylor

**FACTORY CONDO'S**

Professional services through 10/31/14:

- 1. Plans and specifications +/- 90% complete - Plan revisions required by "GRT, Inc." not yet made, possible changes for condo association not made.

Total Amount Due: \$ 812.50

(Total Fees = \$ 6,200.00)  
 (Total Previously Invoiced = \$ 3,633.25)  
 (Total Fees Invoiced to Date = \$ 4,445.75)  
 (Total Fees Remaining = \$ 1,754.25)

<b>Invoice Amount</b>	<b>\$812.50</b>
-----------------------	-----------------

*All invoices are due upon receipt. After 30 days, interest of 1.5% per month will be added to any unpaid balance.*

*If, upon receipt of an invoice from Abonmarche, the client has any questions, or if there are any discrepancies in the invoice, the Client shall identify the issue in writing within ten (10) days of its receipt. If no written objection is made within the ten (10) day period, any such objection shall be deemed waived.*

Please remit to **Abonmarche Consultants, Inc.**  
 PO Box 1088  
 Benton Harbor, MI 49023

**REMITTANCE  
 COPY**

95 West Main Street  
 Benton Harbor, MI 49022  
 269.927.2295  
 Fax 269.927.4639

361 First Street  
 Manistee, MI 49660  
 231.723.1198  
 Fax 231.723.1194

503 Quaker Street  
 South Haven, MI 49090  
 269.637.1293  
 Fax 269.927.1017

750 Lincoln Way East  
 South Bend, IN 46601  
 574.232.8700  
 Fax 574.251.4440

3177 Willowcreek Road  
 Portage, IN 46368  
 219.850.4624  
 Fax 219.850.4625

[www.abonmarche.com](http://www.abonmarche.com)





Engineering  
 Architecture  
 Land Surveying  
 Marina/Waterfront  
 Community Planning  
 Landscape Architecture  
 Development Services

**CITY OF SOUTH HAVEN**  
 Attn: Paul VandenBosch  
 539 Phoenix Street  
 South Haven, MI 49090-1499

**INVOICE**

No. 110951  
 04/14/2015

**14-0521 Demolition for Overton Factory and Factory Condos**

*JMS* Project Manager: Jeffrey M. Saylor

**FACTORY CONDO'S**

Professional services through 3/31/15:

- 1. Plans and specifications complete

Total Amount Due: \$ 308.25

(Total Fees = \$ 6,200.00 + \$2,000.00 Additional services request = \$ 8,200.00)  
 (Total Previously Invoiced = \$ 6,849.75)  
 (Total Fees Invoiced to Date = \$ 7,158.00)  
 (Total Fees Remaining = \$ 1,042.00)

**Invoice Amount**

**\$308.25**

*All invoices are due upon receipt. After 30 days, interest of 1.5% per month will be added to any unpaid balance.*

*If, upon receipt of an invoice from Abonmarche, the client has any questions, or if there are any discrepancies in the invoice, the Client shall identify the issue in writing within ten (10) days of its receipt. If no written objection is made within the ten (10) day period, any such objection shall be deemed waived.*

Please remit to **Abonmarche Consultants, Inc.**  
**PO Box 1088**  
**Benton Harbor, MI 49023**

*Proj 173  
 CMZ 6/18/15*

95 West Main Street  
 Benton Harbor, MI 49022  
 269.927.2295  
 Fax 269.927.4639

361 First Street  
 Manistee, MI 49660  
 231.723.1198  
 Fax 231.723.1194

503 Quaker Street  
 South Haven, MI 49090  
 269.637.1293  
 Fax 269.927.1017

750 Lincoln Way East  
 South Bend, IN 46601  
 574.232.8700  
 Fax 574.251.4440

3177 Willowcreek Road  
 Portage, IN 46368  
 219.850.4624  
 Fax 219.850.4625

**www.abonmarche.com**



Engineering  
 Architecture  
 Land Surveying  
 Marina/Waterfront  
 Community Planning  
 Landscape Architecture  
 Development Services

**CITY OF SOUTH HAVEN**  
 Attn: Paul VandenBosch  
 539 Phoenix Street  
 South Haven, MI 49090-1499

**INVOICE**

No. 111050  
 04/29/2015

**14-0521      Demolition for Overton Factory and Factory Condos**

Project Manager: Jeffrey M. Saylor

**FACTORY CONDO'S**

Professional services through 4/15/15:

Bidding Phase +/- 30% Complete

Total Amount Due: \$ 301.25

(Total Fees = \$ 6,200.00 + \$2,000.00 Additional services request = \$ 8,200.00)  
 (Total Previously Invoiced = \$ 7,158.00)  
 (Total Fees Invoiced to Date = \$ 7,459.25)  
 (Total Fees Remaining = \$ 740.75)

**Invoice Amount      \$301.25**

*All invoices are due upon receipt. After 30 days, interest of 1.5% per month will be added to any unpaid balance.*

*If, upon receipt of an invoice from Abonmarche, the client has any questions, or if there are any discrepancies in the invoice, the Client shall identify the issue in writing within ten (10) days of its receipt. If no written objection is made within the ten (10) day period, any such objection shall be deemed waived.*

proj 173  
 @mjs  
 6/18/15

Please remit to **Abonmarche Consultants, Inc.**  
**PO Box 1088**  
**Benton Harbor, MI 49023**

95 West Main Street  
 Benton Harbor, MI 49022  
 269.927.2295  
 Fax 269.927.4639

361 First Street  
 Manistee, MI 49660  
 231.723.1198  
 Fax 231.723.1194

503 Quaker Street  
 South Haven, MI 49090  
 269.637.1293  
 Fax 269.927.1017

750 Lincoln Way East  
 South Bend, IN 46601  
 574.232.8700  
 Fax 574.251.4440

3177 Willowcreek Road  
 Portage, IN 46368  
 219.850.4624  
 Fax 219.850.4625

*h*



Engineering  
 Architecture  
 Land Surveying  
 Marina/Waterfront  
 Community Planning  
 Landscape Architecture  
 Development Services

**CITY OF SOUTH HAVEN**  
 Attn: Paul VanderBosch  
 539 Phoenix Street  
 South Haven, MI 49090-1499

**INVOICE**

No. 111196  
 05/15/2015

**14-0521 Demolition for Overton Factory and Factory Condos**

JMS Project Manager: Jeffrey M. Saylor

**FACTORY CONDO'S**

Professional services through 4/30/15:

Bidding Phase 90% Complete

Total Amount Due: \$ 385.00

(Total Fees = \$ 6,200.00 + \$2,000.00 Additional services request = \$ 8,200.00)  
 (Total Previously Invoiced = \$ 7,459.25)  
 (Total Fees Invoiced to Date = \$ 7,844.25)  
 (Total Fees Remaining = \$ 355.75)

**Invoice Amount**

**\$385.00**

*All invoices are due upon receipt. After 30 days, interest of 1.5% per month will be added to any unpaid balance.*

*If, upon receipt of an invoice from Abonmarche, the client has any questions, or if there are any discrepancies in the invoice, the Client shall identify the issue in writing within ten (10) days of its receipt. If no written objection is made within the ten (10) day period, any such objection shall be deemed waived.*

Please remit to **Abonmarche Consultants, Inc.**  
 PO Box 1088  
 Benton Harbor, MI 49023

Prof 173  
 CMG 6/8/15

95 West Main Street  
 Benton Harbor, MI 49022  
 269.927.2295  
 Fax 269.927.4639

361 First Street  
 Manistee, MI 49660  
 231.723.1198  
 Fax 231.723.1194

503 Quaker Street  
 South Haven, MI 49090  
 269.637.1293  
 Fax 269.927.1017

750 Lincoln Way East  
 South Bend, IN 46601  
 574.232.8700  
 Fax 574.251.4440

3177 Willowcreek Road  
 Portage, IN 46368  
 219.850.4624  
 Fax 219.850.4625



Engineering  
 Architecture  
 Land Surveying  
 Marina/Waterfront  
 Community Planning  
 Landscape Architecture  
 Development Services

**CITY OF SOUTH HAVEN**  
 Attn: Paul VandenBosch  
 539 Phoenix Street  
 South Haven, MI 49090-1499

**INVOICE**

No. 111249  
 05/21/2015

**14-0521 Demolition for Overton Factory and Factory Condos**

JMS Project Manager: Jeffrey M. Saylor

**FACTORY CONDO'S**

Professional services through 5/15/15:

Bidding Phase 100% Complete

Total Amount Due: \$ 355.75

(Total Fees = \$ 6,200.00 + \$2,000.00 Additional services request = \$ 8,200.00)  
 (Total Previously Invoiced = \$ 7,844.25)  
 (Total Fees Invoiced to Date = \$ 8,200.00)  
 (Total Fees Remaining = \$ 0.00)

**Invoice Amount**

**\$355.75**

*All invoices are due upon receipt. After 30 days, interest of 1.5% per month will be added to any unpaid balance.*

*If, upon receipt of an invoice from Abonmarche, the client has any questions, or if there are any discrepancies in the invoice, the Client shall identify the issue in writing within ten (10) days of its receipt. If no written objection is made within the ten (10) day period, any such objection shall be deemed waived.*

Please remit to **Abonmarche Consultants, Inc.**  
 PO Box 1088  
 Benton Harbor, MI 49023

Proj 173  
 CMS  
 5/18/15

95 West Main Street  
 Benton Harbor, MI 49022  
 269.927.2295  
 Fax 269.927.4639

361 First Street  
 Manistee, MI 49660  
 231.723.1198  
 Fax 231.723.1194

503 Quaker Street  
 South Haven, MI 49090  
 269.637.1293  
 Fax 269.927.1017

750 Lincoln Way East  
 South Bend, IN 46601  
 574.232.8700  
 Fax 574.251.4440

3177 Willowcreek Road  
 Portage, IN 46368  
 219.850.4624  
 Fax 219.850.4625



Engineering  
 Architecture  
 Land Surveying  
 Marina/Waterfront  
 Community Planning  
 Landscape Architecture  
 Development Services

**CITY OF SOUTH HAVEN**  
 Attn: Paul VandenBosch  
 539 Phoenix Street  
 South Haven, MI 49090-1499

**INVOICE**

No. 111432  
 06/18/2015

**14-0521                      Demolition for Overton Factory and Factory Condos**

Project Manager: Jeffrey M. Saylor

**FACTORY CONDO'S**

Professional services through 5/31/15:

Construction services to date including drafting contract, review of documents, correspondence.

Total Amount Due: \$ 703.75

(Total Fees = \$ 6,200.00 + \$2,000.00 Additional services request + \$ 2,850 Construction Administration = \$ 11,050.00)

(Total Previously Invoiced = \$ 8,200.00)

(Total Fees Invoiced to Date = \$ 8,903.75)

(Total Fees Remaining = \$ 2,146.25)

**Invoice Amount**

**\$703.75**

*Project 173  
 OMB 6/22/15*

*All invoices are due upon receipt. After 30 days, interest of 1.5% per month will be added to any unpaid balance.*

*If, upon receipt of an invoice from Abonmarche, the client has any questions, or if there are any discrepancies in the invoice, the Client shall identify the issue in writing within ten (10) days of its receipt. If no written objection is made within the ten (10) day period, any such objection shall be deemed waived.*

Please remit to **Abonmarche Consultants, Inc.**  
 PO Box 1088  
 Benton Harbor, MI 49023

**REMITTANCE  
 COPY**

95 West Main Street  
 Benton Harbor, MI 49022  
 269.927.2295  
 Fax 269.927.4639

361 First Street  
 Manistee, MI 49660  
 231.723.1198  
 Fax 231.723.1194

503 Quaker Street  
 South Haven, MI 49090  
 269.637.1293  
 Fax 269.927.1017

750 Lincoln Way East  
 South Bend, IN 46601  
 574.232.8700  
 Fax 574.251.4440

3177 Willowcreek Road  
 Portage, IN 46368  
 219.850.4624  
 Fax 219.850.4625

[www.abonmarche.com](http://www.abonmarche.com)



Engineering  
 Architecture  
 Land Surveying  
 Marina/Waterfront  
 Community Planning  
 Landscape Architecture  
 Development Services

**CITY OF SOUTH HAVEN**  
 Attn: Paul VandenBosch  
 539 Phoenix Street  
 South Haven, MI 49090-1499

**INVOICE**

No. 111483  
 06/25/2015

**14-0521                      Demolition for Overton Factory and Factory Condos**  
 Project Manager:    Jeffrey M. Saylor

**FACTORY CONDO'S**

Professional services through 6/15/15:

Construction services to date including pre-construction meeting and review of submitted documents.

Total Amount Due: \$ 700.00

(Total Fees = \$ 6,200.00 + \$2,000.00 Additional services request + \$ 2,850 Construction Administration = \$ 11,050.00)  
 (Total Previously Invoiced = \$ 8,903.75)  
 (Total Fees Invoiced to Date = \$ 9,603.75)  
 (Total Fees Remaining = \$ 1,446.25)

**Invoice Amount                      \$700.00**

*All invoices are due upon receipt. After 30 days, interest of 1.5% per month will be added to any unpaid balance.*

*If, upon receipt of an invoice from Abonmarche, the client has any questions, or if there are any discrepancies in the invoice, the Client shall identify the issue in writing within ten (10) days of its receipt. If no written objection is made within the ten (10) day period, any such objection shall be deemed waived.*

*Project 173*

Please remit to **Abonmarche Consultants, Inc.**  
**PO Box 1088**  
**Benton Harbor, MI 49023**

*Com  
 6/26/15*

**REMITTANCE  
 COPY**

95 West Main Street  
 Benton Harbor, MI 49022  
 269.927.2295  
 Fax 269.927.4639

361 First Street  
 Manistee, MI 49660  
 231.723.1198  
 Fax 231.723.1194

503 Quaker Street  
 South Haven, MI 49090  
 269.637.1293  
 Fax 269.927.1017

750 Lincoln Way East  
 South Bend, IN 46601  
 574.232.8700  
 Fax 574.251.4440

3177 Willowcreek Road  
 Portage, IN 46368  
 219.850.4624  
 Fax 219.850.4625





Engineering  
 Architecture  
 Land Surveying  
 Marina/Waterfront  
 Community Planning  
 Landscape Architecture  
 Development Services

**CITY OF SOUTH HAVEN**  
 Attn: Paul VandenBosch  
 539 Phoenix Street  
 South Haven, MI 49090-1499

**INVOICE**

No. 112186

09/10/2015

**14-0521 Demolition for Overton Factory and Factory Condos**

JS Project Manager: Jeffrey M. Saylor

**FACTORY CONDO'S**

Professional services through 8/31/15:

Construction services 100% Complete

Total Amount Due: \$ 144.25

*Project 173  
 CND 9/15/15  
 Factory Condo*

(Total Fees = \$ 6,200.00 + \$2,000.00 Additional services request + \$ 2,850 Construction Administration = \$ 11,050.00)

(Total Previously Invoiced = \$ 10,905.75)

(Total Fees Invoiced to Date = \$ 11,050.00)

(Total Fees Remaining = \$ 0.00)

**Invoice Amount**

**\$144.25**

*All invoices are due upon receipt. After 30 days, interest of 1.5% per month will be added to any unpaid balance.*

*If, upon receipt of an invoice from Abonmarche, the client has any questions, or if there are any discrepancies in the invoice, the Client shall identify the issue in writing within ten (10) days of its receipt. If no written objection is made within the ten (10) day period, any such objection shall be deemed waived.*

Please remit to **Abonmarche Consultants, Inc.**  
 PO Box 1088  
 Benton Harbor, MI 49023

95 West Main Street  
 Benton Harbor, MI 49022  
 269.927.2295  
 Fax 269.927.4639

361 First Street  
 Manistee, MI 49660  
 231.723.1198  
 Fax 231.723.1194

503 Quaker Street  
 South Haven, MI 49090  
 269.637.1293  
 Fax 269.927.1017

750 Lincoln Way East  
 South Bend, IN 46601  
 574.232.8700  
 Fax 574.251.4440

3177 Willowcreek Road  
 Portage, IN 46368  
 219.850.4624  
 Fax 219.850.4625



**Villa Environmental Consultants, Inc.**

**Invoice**

408 W. Main St. Benton Harbor, MI 49022 ♦ PH: (269) 927-2434 ♦ Fax: (269) 927-2435 ♦ rvilla@villaenv.com

Bill To
<b>City of South Haven</b> <b>Attn: Accounts Payable</b> <b>539 Phoenix Street</b> <b>South Haven, MI 49090-1499</b>

Date	Invoice #
7/14/2015	51378

Due Date	Project	Job Number	PO/Claim #
7/14/2015	NESHAP Inspection - 178 Elkenburg, SH	15-174	Proposal Date 6/23/15

Description	Amount
<b>On-Site June 26, 2015</b> <b>Bulk Samples</b> <b>Site Review</b> <b>Notes/Sketches</b> <b>Summary Sheet</b> <b>Report to Paul Vandebosch</b>  <b>Inspection &amp; Report</b> <b>Analytical/Bulks</b>	          <b>870.00</b> <b>360.00</b>
<i>Asbestos Report</i> <i>Project 173 Factory Condo Demo</i> <i>QWZ 7/15/15</i>	
<b>Thank you for your business.</b>	<b>Total \$1,230.00</b>

Should you have any questions, please contact Richard P. Villa at 269/927-2434.



16942 WOODLANE DR. NUNICA, MICHIGAN 616-837-1214 FAX 616-837-0109

Date: 08/18/15

Project: Belgravia Demolition

To: Abonmarche  
503 Quaker St.  
South Haven, MI 49090

Attn: Jeff Saylor

Invoice

The following is an invoice for the demolition work performed at the Belgravia Condos site located at 125 Elkenburg in South Haven, MI:

- 90% Factory Condominium Demolition Per Bid Form (Including Performance Bond)	\$48,537.00
- CO#1 Dated 8/6/15	\$4,085.00
<b>Total</b>	<b>\$52,622.00</b>
*Payment Due Upon Receipt	

*QWR 8/25/15*  
*Project 173*  
*260-622-801-000*

Brandon Murphy / Project Manager

APPROVED BY:   
DATE: 8/20/15 JEFFREY SAYLOR  
ABONMARCHE CONSULTANTS



16942 WOODLANE DR. NUNICA, MICHIGAN 616-837-1214 FAX 616-837-0109

Date: 09/17/15

Project: Belgravia Demolition

To: Abonmarche  
503 Quaker St.  
South Haven, MI 49090

Attn: Jeff Saylor

Invoice

The following is an invoice for the demolition work performed at the Belgravia Condos site located at 125 Elkenburg in South Haven, MI:

- Final 10% Factory Condominium Demolition Per Bid Form (Including Performance Bond) \$5,393.00

**Total** **\$5,393.00**

\*Payment Due Upon Receipt

*OMG Project 173  
10/8/15  
Factory Condo*

APPROVED 10/5/15  
*JMS*  
JEFFREY M. SAYLOR  
ABONMARCHE

*[Signature]*  
Brandon Murphy / Project Manager

# FUTURE CONSTRUCTION

(269)468-3804 FAX(269)463-8199

585 N. Bainbridge Watervliet MI 49098

**INVOICE**

2884

**Customer**

Name City of South Haven/ Abonmarche  
 Address 175 Elkenburg  
 City South Haven State MI ZIP 49090  
 Phone \_\_\_\_\_

**Misc**

Date 10/6/2015

Rep \_\_\_\_\_

Qty	Description	Unit Price	TOTAL
1	Repaired EPDM roof, installed gutters and d.s. <i>OW 10/13/15</i> <i>Project 173</i> <i>Belgavia factory Condo</i> <i>Health Club Demolition</i>	\$ 2,995.00	\$ 2,995.00
Due Upon Receipt If using credit cards add 4% to final billing			
		Subtotal	\$ 2,995.00
		<b>TOTAL</b>	<b>\$ 2,995.00</b>

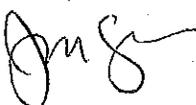
**NOTES**

Make checks payable to  
 Future Construction

Office Use Only

All accounts are subject to a delinquency charge of 2% per month (24 % per annum) of the unpaid balance upon completion of job. All court costs and attorney fees to be the responsibility of customer.

FUTURE CONSTRUCTION THANKS YOU FOR YOUR BUSINESS

APPROVED 10/8/15  
  
 JEFFREY M. SAYLOR

## MEMORANDUM OF UNDERSTANDING

This Memorandum of Understanding ("MOU") is made as of MAY 4, 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 ("L DFA") 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 1<sup>st</sup> 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 L DFA 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  
Robert Burr, Mayor

By: Glenn Pietenpol  
Glenn Pietenpol, President

By: Amanda Morgan  
Amanda Morgan, Clerk

Date signed: 4/14, 2015

Date signed: 5/7, 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  
Arthur Bolt, Chairperson

By: Arthur Bolt  
Arthur Bolt, Chairperson

By: Paul Vander Bosch  
Paul Vander Bosch, Secretary

By: Paul Vander Bosch  
Paul Vander Bosch, Secretary

Date signed: 4/13/15, 2015

Date signed: 4/13/15, 2015

**Exhibit A**

**Legal Description**

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

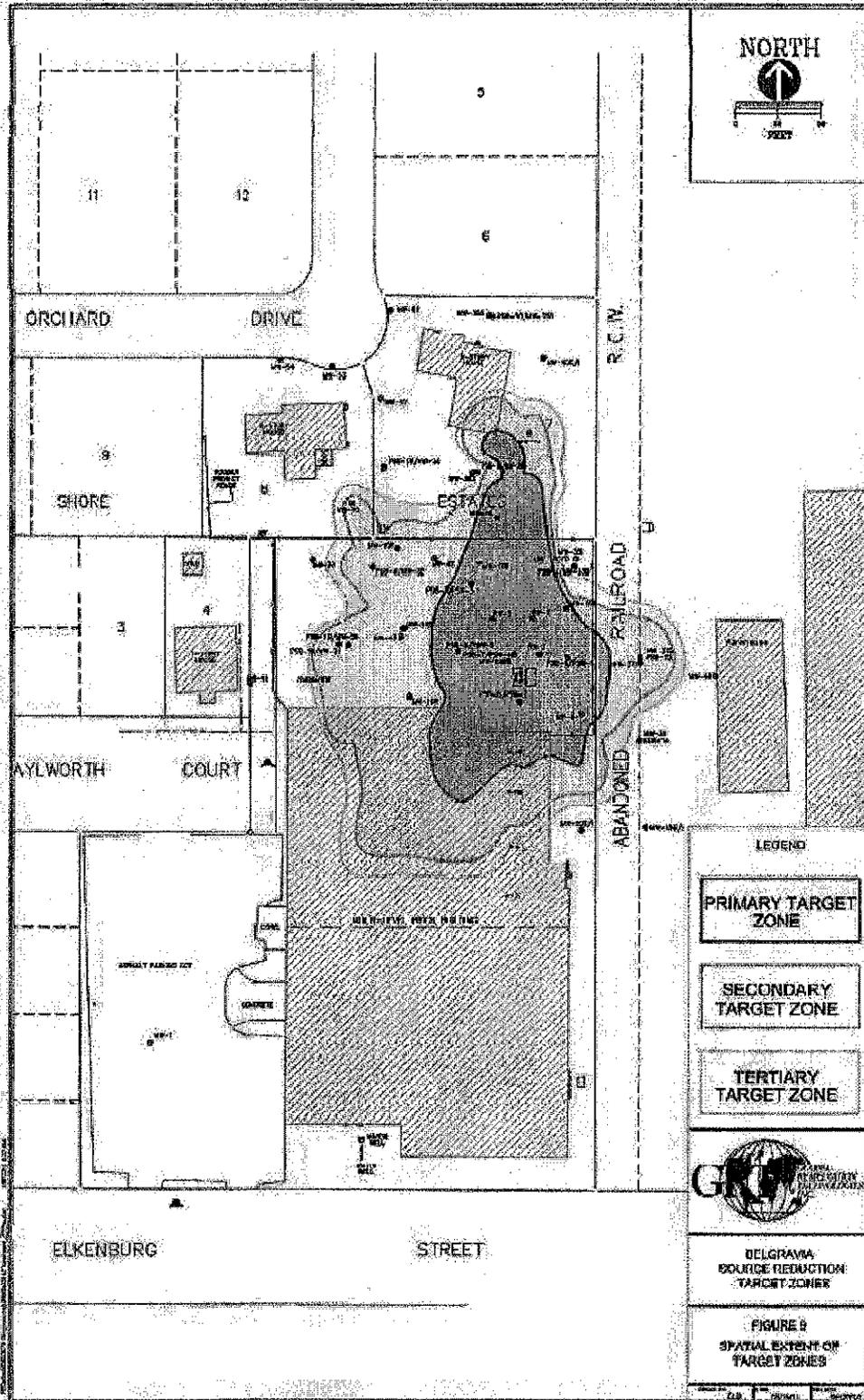
Lots 5, 6, 7, and 8, Block One, Aylworth Subdivision, part of the Elkenburg Addition to the City of South Haven, South Haven Township, Van Buren County, Michigan. ALSO, lots 5 through 16, inclusive, and that part of Aylworth Court that is vacated, Block Two, Aylworth Subdivision, part of the Elkenburg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