

## **MANISTEE COUNTY LAND BANK AUTHORITY**

### **SPECIAL MEETING AGENDA**

**January 23, 2023**  
**11:30 A.M.**

**Manistee County Court House**  
**Board of Commissioners' Meeting Room**  
**415 Third St, Manistee, MI 49660**

1. Call to Order
2. Roll Call
3. Approval of Agenda
4. Public Comment
5. Interview – Applicant Withdrew
  - a. Next Steps
  - b. Position Description (APPENDIX A)
6. Blight Elimination Grant
  - a. Resolution (APPENDIX B)
  - b. Purchase Agreement (APPENDIX C)
  - c. Access and Demolition Agreement (APPENDIX D)
7. Set Tentative Budget for ARPA Funds
8. Adjournment

## LAND BANK PROJECT MANAGER REQUEST FOR PROPOSALS FOR INDEPENDENT CONTRACTOR

### **History and Mission:**

The Manistee County Land Bank Authority (Land Bank) was established in 2018 under the Land Bank Fast Track Act (2003 PA 258, MCL 124.751 to 124.774) and is a separate legal entity and public body corporate. The Land Bank is governed by a 5 member Board of Directors representing specific groups: the County Treasurer (Chair by statute), one County Commissioner, one member representing the construction/building trades, one member representing community development/real estate, and one member at-large. The Land Bank is tasked with returning tax-reverted and abandoned properties back to the tax rolls. Land Banks help alleviate the burden of vacant, blighted, and abandoned properties on local municipalities and help to strengthen and revitalize communities by removing blight, increasing home values, creating a positive economic impact, and fueling economic development and growth. Priorities of the Land Bank include homeownership and affordable housing, residential and commercial development, neighborhood revitalization, and returning property to productive tax-paying status. Property can be acquired by donation, purchase, or through the property tax foreclosure process. Properties owned by the Land Bank are automatically eligible for a Brownfield Plan and incentives, are eligible for expedited quiet title, which takes a clouded title through the legal process for resolution, and many grant opportunities exist.

### **General Summary:**

The Project Manager Independent Contractor will work to achieve the goals set forth by the Land Bank. The position is not an employee of Manistee County, but rather an independent contractor that reports directly to the Land Bank. Any contract awarded shall be for a 12 month period, with an opportunity for an additional 12 months under the same contract terms, at the discretion of the Land Bank.

### **Essential Duties and Responsibilities:**

- Pursue the acquisition of properties for projects.
- Pursue developers for projects.
- Pursue grant opportunities and assist with managing grants that are received.
- Have good relationships throughout the community (local units of government, public and private community organizations and agencies, etc), and seek project ideas from community members.
- Work closely with local housing and economic development organizations to see how the Land Bank might assist with their projects.
- Have positive relationship with the Manistee County Brownfield Authority.
- Continue partnerships with Manistee Habitat for Humanity and Tiny Developers, and pursue other partners.
- Attend Land Bank trainings held locally or through webinar.
- Maintains frequent contact with the Board Chair and attends Land Bank meetings.
- Follow the Land Bank's Bylaws, Articles of Incorporation, Intergovernmental Agreement, Code of Ethics, and Priorities, Policies and Procedures.
- Other duties as assigned by the Land Bank.

**Qualification and Experience:**

- A Bachelor's Degree in Business Administration, Public Administration, Community Development, Urban Planning, or a similar field is preferred.
- Knowledge of Michigan Land Bank Authorities and Brownfield Redevelopment Authorities is preferred.
- Experience in business management, urban planning, environmental management, or related field.

**Required Proposal Content:**

- Letter of interest containing name, title, email, and phone number. If a firm is submitting a proposal, please also include the name of the lead individual and any subcontractors.
- Resume listing qualifications and detailed explanation of related experience.
- Pricing proposal including hourly rate and estimate of hours needed to provide service. It is estimated that this position will pay \$25-30/hour and be full time.
- Three references.
- Send to: Manistee County Land Bank Authority  
415 3<sup>rd</sup> Street  
Manistee, MI 49660  
[landbank@manisteecountymi.gov](mailto:landbank@manisteecountymi.gov)

Resolution #2023 - 1

**RESOLUTION AUTHORIZING ENGAGEMENT IN STATE LAND BANK  
BLIGHT ELIMINATION PROGRAM ROUND 1 AND AUTHORIZING SIGNATURE**

At the special meeting of the Manistee County Land Bank Authority held in the Manistee County Courthouse & Government Center, 415 Third Street, Manistee, Michigan, on the 23<sup>rd</sup> day of January, 2023.

PRESENT:

ABSENT:

The following resolution was offered by \_\_\_\_\_ and seconded by \_\_\_\_\_:

**WHEREAS**, the Manistee County Land Bank Authority wishes to participate in the State Land Bank Authority Blight Elimination Program Round 1 to further blight elimination efforts in Manistee County; and

**WHEREAS**, a Request for Proposals was issued on September 15, 2022, which requires a resolution authorizing engagement in the program, as well as authorizing a signatory.

**NOW, THEREFORE, BE IT RESOLVED**, that the Manistee County Land Bank Authority hereby authorizes engagement in the State Land Bank Authority Blight Elimination Program Round 1, and designates its Chair, Rachel Nelson, to sign all documents relating to the Program application and execution.

I, Julie Griffis, Secretary/Treasurer, do hereby certify that the foregoing is a true copy of a Resolution adopted by the Manistee County Land Bank Authority at its special meeting held on the 23<sup>rd</sup> day of January, 2023, by the following vote:

YEAS:

NAYS:

NOT VOTING:

SECRETARY/TREASURER OF THE  
MANISTEE COUNTY LAND BANK AUTHORITY

\_\_\_\_\_  
Julie Griffis, Secretary/Treasurer

## Purchase Agreement

**Purchase Agreement**, dated as of January 13, 2023 between the **City of Manistee**, a Michigan municipal corporation, whose address is 70 Maple Street, Manistee, MI 49660 (the "Seller") and the **Manistee County Land Bank Authority**, a Michigan public body corporate, whose address is 415 Third Street, Manistee, MI 49660 ("Buyer").

### Recitals

1. Buyer is an organization created pursuant to the Michigan Land Bank Fast Tract Act whose principal purpose is to aid in returning to productive use tax-foreclosed and other distressed real property located in Manistee County.
2. Seller wishes to collaborate with Buyer to help facilitate the revitalization of distressed real property located within the City of Manistee.
3. The Seller owns the following parcels of real property in the City of Manistee (collectively the "Subject Parcels):

#### Parcel 1

<b>PID:</b> 51-51-748-746-01	<b>Address:</b> 1001 Kosciusko St, Manistee, 49660
<b>Legal Description:</b> FREELAND W 1/2 OF LOT 7 BLOCK 25	

#### Parcel 2

<b>PID:</b> 51-51-644-702-06	<b>Address:</b> 530 Davis St, Manistee, 49660
<b>Legal Description:</b> J.M. DAVIS SUB OF LOTS 1 & 22 OF MAGILLS ADD S 1/2 OF LOT 8	

4. The Subject Parcels are distressed and in need of demolition and revitalization.

Accordingly, in consideration of the mutual promises stated in this Agreement, the parties agree as follows:

**1. Recitals.** The foregoing Recitals are expressly incorporated as part of this Agreement, and the Parties confirm and represent to one another that said Recitals are true and correct to the best of their knowledge, information, and belief.

**2. Purchase and Sale.** The Seller agrees to sell and Buyer agrees to buy the Subject Parcels for \$1.00 each.

**3. Conveyance by Quit Claim Deed.** The Seller shall convey at closing the Subject Parcels to Buyer by quitclaim deed.

4. **Closing.** Closing shall take place at a location and on a date mutually agreeable to the parties within 60 days of the effective date of this Agreement (“Closing”).

5. **Possession.** Unless otherwise agreed to in writing by the Parties, the Seller shall deliver possession of the Subject Parcels to Buyer at closing.

6. **Demolition.** Buyer agrees to complete demolition, removal of the demolished structure(s) and grade and smooth the parcels by December 31, 2023 or as soon as is practicable thereafter.

7. **Proceeds From Subsequent Transfer.** Seller has incurred expenses and costs associated with Parcel 1 of \$9,220 and it is anticipated that after closing Buyer shall incur expenses and costs associated with the Parcels 1 and 2 as contemplated by this Agreement. Upon sale of Parcel 1 by Buyer, Seller and Buyer shall divide the net sale proceeds as follows: Seller shall be reimbursed for their expenses and costs of \$9,220 and Buyer shall be reimbursed for their respective expenses and costs associated with Parcel 1. In the event that net sale proceeds are not sufficient to satisfy the entirety of Buyer and Seller’s expenses and costs, Buyer’s expenses and costs shall be reimbursed first with any remainder to Seller. Any Surplus Proceeds beyond the parties expense and cost reimbursement associated with Parcel 1 and Surplus Proceeds beyond Buyer’s expenses and costs associated with Parcel 2, shall be divided 85% to Buyer and 15% to Seller, with Seller’s maximum interest in Surplus Proceeds limited to \$10,000 for each parcel. Surplus Proceeds shall be calculated separately for Parcel 1 and Parcel 2. Surplus Proceeds shall mean any amount received by Buyer after sale of each parcel, greater than Seller’s expenses and costs of \$9,220 and the total of all expenses and costs incurred by Buyer for Parcel 1 and the total of all expenses and costs incurred by Buyer for Parcel 2, which are in any way related to the applicable parcel including, but not limited to, costs and expenses related to the ownership, demolition, maintenance, grading, remediation, redevelopment, and sale of said parcel. Buyer shall tender to Seller any portion of Surplus Proceeds to which Seller may be entitled within 60 days following the sale which results in Surplus Proceeds or as soon as is practicable thereafter. The obligations set forth in this paragraph shall survive closing and not be merged into the deed executed by Seller to Buyer. **Seller’s Representations.** Seller represents and warrants to Buyer as follows:

- a. There is no pending litigation affecting all or any part of the Subject Parcels or Seller’s interest therein.
- b. To the best of Seller’s knowledge, there are no unrecorded interests of any person (or persons) or entity (or entities) in and to the Subject Parcels whatsoever (including, but not limited to, easements, profits, and licenses).
- c. To the best of Seller’s knowledge, there are no underground storage tanks or hazardous or toxic substances existing on, under, or above the Subject Parcels as defined in any federal, state, or local law, regulation, rule, statute, or directive.

These representations and warranties will survive the closing of this transaction and will not be deemed merged into the deed.

8. **Authority.** Each party represents and warrants that the persons signing this Agreement have authority to bind the party and enter into the Agreement.

**9. Binding Agreement.** This Agreement will bind and inure to the benefit of the heirs, executors, administrators, successors, and assigns of the respective Parties.

**10. Entire Agreement.** The Parties agree that this Agreement contains the entire agreement between Parties and that there are no agreements, representations, statements, or understandings that have been relied on by the Parties to this Agreement that are not stated herein.

**11. All Agreements in Writing.** The Parties agree that this Agreement (and written and signed addenda, if any) cannot be modified, altered, or otherwise amended without a writing being duly signed by both the Seller and Buyer.

**12. Counterparts.** This Agreement may be executed in one or more counterparts, each of which is deemed an original but all of which together shall constitute one agreement.

**13. Electronic Signatures.** A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

To evidence the parties' agreement to this Agreement, each party has executed and delivered it on the date indicated under that party's signature but it is effective as of the date stated in the preamble.

~~City of Manistee~~

By: Jermaine Sullivan  
Its: Mayor

Date: \_\_\_\_\_

By: Heather Pefley  
Its: Clerk

Date: \_\_\_\_\_  
**Manistee County Land Bank Authority**

By: \_\_\_\_\_  
Rachel Nelson  
Its: Chairperson

Date: \_\_\_\_\_

**ACCESS AND DEMOLITION AGREEMENT**

**ACCESS AND DEMOLITION AGREEMENT**, dated as of January 23, 2023, between the Manistee County Land Bank Authority, a Michigan public body corporate, whose address is 415 3<sup>rd</sup> Street, Manistee, MI 49660 (the “**Land Bank**”) and Rick Adams, whose address is 6403 S. Brye Road, Ludington, MI 49431 (“**Landowner**”).

**Recitals**

1. The Land Bank is seeking funds from the Michigan State Land Bank Authority’s (the “SLBA”) Blight Elimination Program (RFP 2023-001) to complete blight elimination and demolition activities in Manistee County.
2. Landowner owns the real property which is identified on the attached Exhibit A (the “Subject Property”).
3. There are one or more structures located on the Subject Property which are blighted and which the Land Bank and Landowner agree require demolition. Such structures are identified on the attached Exhibit B (the “Blighted Structures”).
4. This Access and Demolition Agreement is necessary to permit the Land Bank to seek funding through RFP 2023-001 and to accomplish Demolition Activities, as outlined further below, if funding is ultimately awarded.

Accordingly, in consideration of the mutual promises stated in this Agreement, the Parties agree as follows:

**1. Recitals.** The foregoing Recitals are expressly incorporated as part of this Agreement, and the Parties confirm and represent to one another that said Recitals are true and correct to the best of their knowledge, information, and belief.

**2. Access to Subject Property.** The Land Bank and its agents and authorized representatives shall have the right to enter upon the Subject Property for any purpose related to the Land Bank’s response to RFP 2023-001 and to complete any Demolition Activities as contemplated by this Agreement. The Land Bank’s right to access the Subject Property shall commence upon the effective date of this Agreement.

**3. Demolition Activities.** If the Land Bank is awarded funding pursuant to RFP 2023-001, the Land Bank shall complete Demolition Activities on the Subject Property. Demolition Activities shall mean the removal of the Blighted Structures as well as any accompanying debris located on the Subject Property as well as any necessary fill and grading required to render the Subject Property safe due to the removal of the Blighted Structures. All Demolition Activities shall be completed by a licensed and insured contractor in a manner consistent with all applicable building, zoning, permitting, and environmental requirements. Demolition Activities shall be considered complete upon the provisions of written certification of same to Landowner by the Land Bank.



**4. Obligations Contingent Upon Funding.** The Land Bank's obligation to complete Demolition Activities as outlined in this Agreement is contingent upon the Land Bank being awarded funding pursuant to the SLBA's Blight Elimination Program (RFP 2023-001). If the Land Bank is not awarded funding pursuant to RFP 2023-001, the Land Bank shall have no further obligation with respect to this Agreement and this Agreement shall be null and void.

**5. Consent to Lien.** Pursuant to RFP 2023-001, program funds utilized on privately owned property require that a lien in favor of the SLBA be placed upon said privately owned property. Landowner hereby specifically consents and agrees that a lien in favor of the SLBA may be placed upon the Subject Property. A release of lien may be provided conditioned upon demonstration of future development plans satisfactory to the SLBA and the applicable local unit of government. If the Land Bank is not awarded funding pursuant to RFP 2023-001, no lien shall be placed upon the Subject Property as contemplated by this paragraph.

**6. Right to Terminate.** The Land Bank shall have the right to terminate this Agreement prior to the commencement of Demolition Activities if funding received pursuant to RFP 2023-001 is not sufficient to cover said Demolition Activities. Termination shall be effective upon written notice to Landowner of the Land Bank's exercise of said right to terminate.

#### **7. Representations and Warranties**

The Parties represent and warrant that they have read, understand, and agree to this Agreement and that the terms hereof are contractual and not by way of recital, and that they have signed this Agreement of their own free will; and that in making this Agreement they have obtained the advice of legal counsel if so desired.

Each party represents and warrants that the person signing this Agreement has authority to bind the party and enter into the Agreement.

Landowner represents and warrants that they own the Subject Property and have not heretofore sold, conveyed, or assigned to any other person or entity all or any portion of title to the Subject Property.

**8. Waiver.** Waiver of any right of the Parties under this Agreement shall not constitute a subsequent or continuing waiver of such right or any other rights under this Agreement.

**9. Severability.** Wherever possible each provision of this Agreement shall be interpreted in such manner as to be valid under applicable law, but if any provision of this Agreement shall be invalid or prohibited thereunder, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or the remaining provisions of this Agreement.

**10. Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto, and their respective successors, heirs, personal representatives and assigns.

**11. Governing Law.** This Agreement shall be deemed to have been executed and delivered within the State of Michigan, and the rights and obligations of the Parties hereunder shall

be construed and enforced in accordance with, and governed by, the laws of the State of Michigan without regard to principles of conflict of law.

**12. Entire Agreement.** This Agreement supersedes all prior agreements between the Parties with respect to its subject matter and constitutes a complete and exclusive statement of the terms of the agreement between the Parties.

**13. Counterparts and Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which is deemed an original but all of which together shall constitute one agreement. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

To evidence the Parties' agreement to this Agreement, each party has executed and delivered it on the date indicated under that party's signature.

**Manistee County Land Bank Authority**

By: \_\_\_\_\_  
Rachel Nelson  
Chair

Date: \_\_\_\_\_

**Landowner**

\_\_\_\_\_  
Rick Adams

Date: \_\_\_\_\_

**EXHIBIT A  
SUBJECT PROPERTY**

The following parcel of real property located in the City of Manistee, County of Manistee, State of Michigan:

FREELAND N 1/2 OF LOT 5 BLOCK 6

Commonly known as 616 Engelman Street and Further identified by tax parcel ID number 51-51-748-710-09

**EXHIBIT B  
BLIGHTED STRUCTURES**

The structure pictured below will be demolished. This is the only structure on the property.

