

MANISTEE CITY COUNCIL

WORK SESSION AGENDA

Tuesday, December 11, 2018 - 7:00 p.m. - Council Chambers, City Hall

I. Call to Order.

II. Work Session Items.

- a.) PUBLIC COMMENTS ON WORK SESSION RELATED ITEMS.
- b.) DISCUSSION ON PROPOSED HOLLANDER DEVELOPMENT AND PILOT. – City Manager Thad N. Taylor.
- c.) DISCUSSION ON INTERGOVERNMENTAL COMMUNITY POOL AGREEMENT. – City Manager Thad N. Taylor.
- d.) ANNUAL RRC BOARD AND COMMISSION DISCUSSION TO IDENTIFY AND PRIORITIZE REDEVELOPMENT SITES. – Planning & Zoning Director Rob Carson.
- e.) OTHER.

III. Adjourn.

Intergovernmental Community Pool Agreement

THIS AGREEMENT entered into this 13th day of February, 2008, between Manistee Area Public Schools ["MAPS"], a duly authorized and operating Michigan general powers school district, of 550 Maple Street, Manistee, Michigan; and the City of Manistee ["City"], a Michigan municipal corporation, of 70 Maple Street, Manistee, Michigan; 49660, [collectively, the "Parties"];

WHEREAS, William and Marty Paine, Manistee, Michigan ["Benefactors"] have approached MAPS and the City regarding the possible construction and donation of a community swimming pool and related facilities ["Pool"], which would be located on property currently owned by MAPS adjacent to the Manistee High School facilities; and

WHEREAS, such donation is contingent upon, amongst other things, the Pool being a community pool accessible and usable as a community pool for all the citizens of the City and not just as a MAPS facility; and

WHEREAS, the feasibility of the Pool is also contingent upon the availability of yearly operational and maintenance funding on a continuing basis; and

WHEREAS, the Parties desire to collaborate and cooperate in making the gift of the Pool possible to MAPS by agreeing to provide support for the constructed Pool;

NOW, THEREFORE, MAPS and the City agree as follows:

1. **Contingent Effect of Agreement:**

The effectiveness of this Agreement is expressly conditioned upon completion of the Pool's construction, and its dedication for school and community purposes.

2. **Contribution of Operational and Maintenance Funds:**

Once the Pool has been constructed and dedicated as planned and contemplated by the Benefactors, and initial acceptable community pool hours and user fees are established to the mutual satisfaction of the Parties, the City and MAPS will be responsible for the annual operational and maintenance costs of the Pool as follows:

- A. **City Contribution:** Except as otherwise provided herein, City shall contribute Forty Thousand [\$40,000.00] Dollars per annum, payable in four equal quarterly payments for Pool operation and maintenance. Such contributions shall be used by MAPS to defray Pool operational and maintenance costs. For purposes of this agreement "pool operational and maintenance costs" shall not include expenses or charges for depreciation, amortization or capital expenses.

- B. **MAPS Contribution:** Except as otherwise provided herein, MAPS shall annually be responsible for all other costs necessary to fully operate and maintain the Pool.
- C. **Additional Capital Costs:** MAPS shall be responsible for all capital costs following the Pool's construction and dedication as a Community Pool by the Benefactors.

3. **Pool Staffing, Operating and Community Pool Hours:**

- A. **Staffing:** MAPS shall be responsible for fully staffing the Pool, for use by both the school and community. Such staffing shall include, but not be limited to, all required and necessary qualified and certified lifeguards and all necessary management and maintenance personnel.
- B. **Operations:** MAPS shall be responsible for all operations of the Pool, including but not limited to management, accounting and maintenance functions.
- C. **Insurance:** MAPS shall obtain and maintain general liability and premises liability, and errors and omission insurance coverage in amounts to which the Parties may mutually agree, but not less than \$2,000,000.00, and shall further name the City as an additional insured on all such policies.
- D. **Community Pool Hours:** The Parties contemplate the broadest possible use of the Pool for school activities and athletic functions and as a community pool. MAPS agrees to consult with the City prior to changing pool hours.
- E. **User Fees:** City residents will pay 50% of the non-resident fee. MAPS agrees to consult with the City prior to changing user fees.
- F. **Additional Contributors:** It is the intention of the Donors and the Parties to recruit additional institutional and governmental unit participation as contributors and /or users to the pool. If a local unit of municipal government [Example: Townships, but not School Districts] makes an annual contribution at a rate not less than that paid by the city on a per capita basis, or other reasonably fair basis, then the residents of that local unit of municipal government shall pay the same user fee as paid by City residents.

G. Annual Report: MAPS shall submit an annual report to the City, showing all expenses and revenues from the operation of the pool.

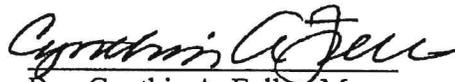
4. **Term of Agreement**: This Agreement shall continue from the completion and dedication of the Pool by the Benefactors for a period ten [10] years, and shall be renewable for an additional ten [10] years thereafter on terms and conditions mutually acceptable to the Parties, and for such other terms thereafter as the Parties shall deem appropriate.
5. **Failure to Comply**: If MAPS fails to establish mutually acceptable community pool hours and user fees, maintain the pool or otherwise breaches this agreement, that City may, at its election and in its sole discretion, declare the agreement null and void, and withdraw there from, without further responsibility for any annual payments. However, before electing to declare the agreement null and void, the City and MAPS will meet to discuss and attempt to resolve those matters of concern to the City.
6. **Power to Execute Agreement**: The Parties represent and warrant to each other that the persons executing this agreement on behalf of each of them have been fully empowered by their respective governing boards to execute the agreement on behalf of each respective party.
7. **Non-Discrimination**: MAPS agrees it will not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, height weight, marital status, disability, or other protected classification. The Parties further agree that they will not discriminate against any student, Pool program participant or Pool user because of race, color, sex, religion, national origin, disability, or other protected classification, in the performance of programs and services under this Agreement, consistent with the non-discrimination policies of each Party.
8. **Severability**: If any part of this Agreement is declared by any court or administrative body of competent jurisdiction to be null, void, or unenforceable, such invalidity shall not affect any other provision of this Agreement that can be given effect without the invalid provision and, to this end, this Agreement's terms are severable.
9. **Non-Waiver**: Failure to enforce or insist upon compliance with any of this Agreement's terms shall not constitute a general waiver or relinquishment of any of this Agreement's terms.
10. **Headings**: The headings in this Agreement are for convenience only, and shall not be considered a part of, or used in, this document's interpretation.
11. **Non-Assignability**: Neither Party shall assign its rights or obligations under this Agreement without first obtaining the opposite Party's written consent.

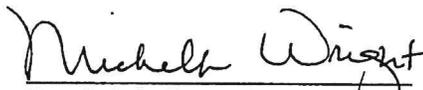
12. **Applicable Law:** The Parties acknowledge and agree that this Agreement shall be interpreted in accordance with the laws of the State of Michigan.

13. **Entire Agreement:** The Parties acknowledge that all of their discussion and negotiations related to the subject matter of this agreement have been incorporated into this document, and there are no other agreements, understandings or terms between them that are not incorporated herein. This agreement may only be modified if in writing and signed by each of the Parties.

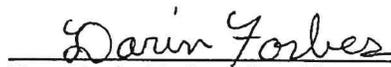
In Witness Whereof, the Parties hereto execute this Agreement on the date denoted next to each respective signature.

City of Manistee


By: Cynthia A. Fuller, Mayor Date: 01-16-08


By: Michelle Wright, City Clerk Date: 1/16/08

Manistee Area Public Schools


By: Darin Forbes, President Date: 2-13-08


By: Dale Sparks, Secretary Date: 2-13-08

A regular meeting of the Manistee City Council was called to order by her honor, Mayor Cyndy Fuller on Wednesday, January 16, 2008 at 7:00 p.m. in the City Hall Council Chambers, 70 Maple Street, followed by the Pledge of Allegiance.

PRESENT: Kenny, Fuller, Hornkohl, Haydon, Mack, and Marshall.

ABSENT: Yonkman.

ALSO PRESENT: City Manager - Mitch Deisch, City Attorney - Bruce Gockerman, City Clerk - Michelle Wright, Community Development Director - Jon Rose, and Utilities Supervisor - Ed Cote.

#08-04 CONSENT AGENDA.

Consent Agenda items include:

- ▶ Minutes - January 2, 2008 - Regular Meeting
- January 8, 2008 - Work Session
- ▶ Payroll - Dec. 24-30, 2007 - \$ 86,536.59
- Dec.31, 2007-Jan.6, 2008 - \$ 58,419.26
- Jan. 7-13, 2008 - \$ 53,609.10
- ▶ Monthly Bills - December 20, 2007- \$195,830.13
- December 21, 2007- \$538,327.92
- January 9, 2008 - \$742,575.33
- ▶ Notification Regarding Next Work Session - February 12, 2008
A discussion will be conducted on Refuse Millage, Youth Observation Policy, Council Policy review, lifeguard issue; and such business as may come before the Council.

MOTION by Hornkohl, second by Kenny to approve the Consent Agenda as presented.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Fuller, Hornkohl, Haydon, Mack, Marshall

NAYS: None

#08-05 CONSIDERATION OF PARKS COMMISSION BYLAW AMENDMENTS.

On December 20, 2007 the Manistee City Parks Commission took action to approve changes and updates to their bylaws. The proposed bylaws are referred to City Council for their consideration.

MOTION by Hornkohl, second by Haydon to adopt the Manistee Parks Commission Bylaws; and authorize the Mayor to execute the document. Discussion followed regarding excused/ unexcused absences of committee members. Further discussion on absences will held at the March work session.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Fuller, Hornkohl, Haydon, Mack, Marshall

NAYS: None

#08-06 CONSIDERATION OF AN INTERGOVERNMENTAL POOL AGREEMENT.

On October 16, 2007, the City of Manistee and the Manistee Area Public Schools held a joint meeting to accept the generous donation of Bill and Marty Paine of funds necessary to construct a community swimming pool located adjacent to the Manistee High School. The resolution passed by both MAPS and the City Council authorized the City Manager and School Superintendent to jointly negotiate an interlocal agreement that would ensure the pool would be available and open to the public. The agreement has been drafted and approved by the City Attorney.

MOTION by Mack, second by Hornkohl to approve an Intergovernmental Community Pool Agreement with the Manistee Area Public Schools and authorize the Mayor and City Clerk to execute the agreement. Discussion followed.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Fuller, Hornkohl, Yonkman, Mack, Marshall

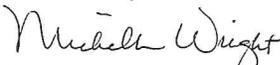
NAYS: None

#08-07 PRESENTATION BY MANISTEE COUNTY 2-1-1 DIRECTOR.

The Manistee County 2-1-1 Community Action Team has requested an opportunity to make a presentation this evening on possible support for a 2-1-1 service in Manistee County. No action is required on this item. Evelyn Szpliet, 2-1-1 director, and Clara Vargo, chair of the 2-1-1 board, gave the presentation and asked Council to consider giving an official endorsement of 2-1-1.

ADJOURN.

MOTION to adjourn was made by Marshall. Meeting adjourned at 7:39 p.m.



Michelle Wright CMC/CPFA
City Clerk/Deputy Treasurer

A special meeting of the Manistee City Council was called to order by her honor, Mayor Cyndy Fuller on Tuesday, October 16, 2007 at 7:00 p.m. in the Manistee High School Auditorium, 525 Twelfth Street, followed by the Pledge of Allegiance. This was a concurrent meeting with the Manistee Area Public School Board.

PRESENT: Kenny, Fuller, Hornkohl, Goodspeed, Yonkman, Mack, and Marshall.

ALSO PRESENT: City Manager - Mitch Deisch, City Attorney - Bruce Gockerman, Deputy City Clerk - Mary Nemecek, Police Chief - Dave Bachman, Community Development Director - Jon Rose, and Building Inspector - Mark Niesen.

#07-148 PRESENTATION BY MR. BILL PAINE ON A PROPOSED COMMUNITY POOL.

Darin Forbes, School Board President, introduced Mr. Bill Paine. Mr. Paine gave a presentation on a proposed community pool.

#07-149 CONSIDERATION OF AN INTER-LOCAL SERVICES AGREEMENT WITH MANISTEE AREA PUBLIC SCHOOLS.

The Manistee City Council is conducting a concurrent meeting with the Manistee Area Public Schools this evening for the purpose of entering into an Inter-local Services Agreement with Manistee Area Public Schools to assist with the operation and maintenance costs in an amount not to exceed \$40,000 annually, associated with operating the Manistee Community Pool.

The Manistee Area Public School Board unanimously supported entering into an Inter-Local Services Agreement with the City of Manistee for the operation of a community pool.

MOTION by Mack, second by Goodspeed to authorize the City Manager to jointly negotiate an Inter-local Services Agreement with the Manistee Area Public Schools for the operation of a community pool. It was noted that after the agreement is drafted, it will come back to Council for final approval.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Fuller, Hornkohl, Goodspeed, Yonkman, Mack, Marshall
 NAYS: None

CITIZEN COMMENT.

None received.

COUNCILMEMBERS.

Marshall stated this was a gracious gift, second to none.

Fuller stated she enjoyed working with the Paine family and commented how this lines up with the City Strategy.

ADJOURN.

MOTION to adjourn was made by Goodspeed, second by Hornkohl. Meeting adjourned at 7:25 p.m.

Mary Nemecek
 Mary Nemecek CMC
 Deputy City Clerk



Memorandum

To: Manistee City Council

From: Rob Carson, A.I.C.P., Manistee County Planning Director

RE: Redevelopment Ready Community Sites-Annual RRC Joint Meeting

Date: 11/21/2018

Rob Carson, A.I.C.P.
Manistee County Planning Director
415 Third St.
Manistee, MI 49660
231-398-3525
rcarson@manisteecountymi.gov

An item on the December 11th City Council Work Session Agenda is the annual joint meeting as required by the State of Michigan for Redevelopment Ready Communities. This joint meeting consists of the City Council, PC, HDC, BRA, DDA and Chamber of Commerce for the review of sites to be featured for redevelopment on Zoom Prospector through the State of Michigan RRC Program.

The list of sites is included in this agenda packet and was assembled by the City Planning Commission at their September meeting. The RRC program allows for any site to be nominated for inclusion in this marketing campaign, but we are seeking consensus at the work session of the various boards, commissions and agencies that are included in the process.

Please review the list of sites prior to the meeting and consider any sites that may not be currently on the list but warrant consideration or inclusion.

Please don't hesitate to contact our office if you have any questions.

