

# **MANISTEE CITY HISTORIC DISTRICT COMMISSION**

Meeting of Monday, June 3, 2019  
4:00 p.m. - Council Chambers, City Hall, 70 Maple Street,  
Manistee, Michigan

## **AGENDA**

### **I Call to Order**

### **II Roll Call**

### **III Approval of Agenda**

At this time the Historic District Commission can act to approve the June 3, 2019 Agenda.

### **IV Approval of Minutes**

At this time Historic District Commission can act to approve the May 6, 2019 meeting Minutes.

### **V Public Comment on Agenda Related Items**

At this time the Chair will ask if there are any public comments.

### **VI New Business**

#### **Certificate of Appropriateness Permit: Amendment Request**

Permit #: PHDC18-004 - approved on Jun 26, 2018 Ramsdell Theatre: 101 Maple St.

#### **Status of Officers**

HDC board member, Mark Wittlief is resigning from HDC effective Monday, May 6<sup>th</sup>. Correspondence is attached.

Update on recruiting new board members.

#### **Schedule Meeting Times 2019**

At this time the Commission could act to schedule meeting dates/times for remainder of 2019.

### **VII Old Business**

#### **Permit Review**

**PHDC09014 – 347/349 River Street**

Brown paper window coverings replaced as stipulated in recent permit extension.

**PHDC18-007 – 338 River Street**

Repair of East brick wall at 338 River Street has been completed to the stipulations on permit: PHDC18-007. Permit is ready to be closed out.

**PHDC16-002 – 337 River Street**

Of the five open permits for this property, four have been completed to the stipulated parameters of the specific permit. The four permits requiring close out including:

- PHDC18-001
- PHDC17-004
- PHDC17-005
- PHDC14-015

PHDC16-002, last remaining open permit needs review. At this time the Historic District Commission could ask current owner to either update and amend existing permit from previous applicant or re-submit new Certificate of Appropriateness stating the current renovation plans.

**VIII Public Comments and Communications concerning Items not on the Agenda**

At this time the Chair will ask if there are any public comments.

**Reports**

**IX Members Discussion**

At this time the Chair will ask members of the Historic District Commission if they have any items they want to discuss.

**X Adjournment**

## **HISTORIC DISTRICT COMMITTEE**

70 Maple Street  
Manistee, MI 49660

### **MEETING MINUTES**

May 6, 2019

A meeting of the 2019 Historic District Committee was held on Monday, May 6, 2019 at 4:00 pm in the Council Chambers, City Hall, 70 Maple Street, Manistee, Michigan.

The meeting was called to order at 4:09 by Chair Trucks.

**Members Present:** Dick Albee, William Connor and Lee Trucks

**Members Absent:** Mark Wittlieff and Aaron Bennett

**Others:** Kyle Storey (City Zoning), Tamara Buswinka (City Zoning), Mark Fedder (City Museum) and Nancy Baker (Recording Secretary)

#### **APPROVAL OF AGENDA**

MOTION by Commissioner Connor, seconded by Commissioner Albee to approve the Agenda as presented.

With a voice vote motion passed 3 to 0.

#### **APPROVAL OF MINUTES**

MOTION by Commissioner Albee, seconded by Commissioner Connor to approve the March 7, 2019 minutes as printed.

With a voice vote motion passed 3 to 0.

#### **PUBLIC COMMENT ON AGENDA RELATED ITEMS**

Shari Wild, 7700 Milarch Rd Onekama/property owner 429 River Street, commented on the Rosmarek/Gordon project in the downtown area. She stated although some project renovations have been done, visitors to the area comment on the brown paper still being in the window and the lack of visible progress.

#### **NEW BUSINESS**

1. Lissette Reyes: Community Development Fellow – Project Rising Tide  
Ms. Reyes stated Rising Tide is a State of Michigan program. They (the State) look at different aspects of communities within the state that meet the guidelines for growth development assistance. The Manistee Rising Tide is focused on 4 projects; Economic

Development, Board Governance Training and Development, Branding and Marketing, Housing. A downtown community mural idea was discussed. The considered mural location has been approved by the owner of the building. The HDC raised concerns on maintaining the mural, keeping it updated and the mural being appropriate for the community heritage. A tribute to Byron M. Cutcheon was suggested.

2. 432 River St. Application for Routine Maintenance

An Elks Lodge representative requested the replacement of the building's 3 bottom windows that face River Street. The windows would be full-length and will resemble the original building windows. Future projected projects are painting the building and replacing the upper windows and those facing the river.

MOTION by Commissioner Connor, seconded by Commissioner Albee to approve the replacement of the 3 bottom windows that face River Street with those resembling the original windows.

With a voice vote motion passed 3 to 0.

3. Reapplication of Certificate of Appropriateness:

- 411 River St

Mr. Gordon reviewed his historic renovation plans. His completed time frame is October/November 2019.

MOTION by Commissioner Connor, seconded by Commissioner Albee to approve the appropriateness of 411 River Street with a completion date of November 30, 2019 with the understanding the permit will not be extended past this date.

With a voice vote motion passed 3 to 0.

- 347/349 River St

Mr. Gordon went over the renovations of 347 River Street. New columns have been built to match specifications of the previous look and new doors have been installed. He stated the project completion date will be late summer. The HDC expressed concerns regarding the permit being over ten-years old with the project showing little visible progress and the fact that Mr. Gordon/Ms. Rosmarek did not attend meetings or make contact when requested by the HDC.

Mr. Gordon stated the 349 River Street project will be using the same materials and perspective as 347 River Street with the exception of the columns. The door entryway will be moved over to balance out the look. The two locations will not exactly match

each other. The HDC stated concern of the projects being completed by the discussed due date and the permit not being extended past this date.

MOTION by Commissioner Connor, seconded by Commissioner Albee to approve the appropriateness of 347/349 River Street with a completion date of September 30, 2019 with the brown paper in the windows being replaced within the next 2 weeks.

With a voice vote motion passed 3 to 0.

## **OLD BUSINESS**

### **Permit Review**

#### **1. Two permits expiring in June:**

- **PHDC18-007 – Expires 6/7/19: 338 River St.**  
Ms. Buswinka stated the office has received no contact from Mr. Mathews. An outreach letter will be sent to him requesting contact and will inform him he must present an extension request to the HDC to have his permit extended.
- **PHDC16-020 – Expires 7/31/19: 348 River St.**  
Ms. Buswinka stated this project may be completed. A visual inspection will be done to determine if the project has been completed according to the permit plan. Closing of the permit will occur if it meets the permit plan.

#### **2. Date and Time of HDC Meetings**

Moving the meeting date and/or time was discussed. Further discussion regarding the matter will occur at the next meeting when more HDC members can be present.

## **PUBLIC COMMENTS AND COMMUNICATIONS CONCERNING ITEMS ON THE AGENDA**

None

## **CORRESPONDENCE**

None

## **REPORTS**

DDA Executive & Economic Development Director

No report

Museum Curator

No report

Museum Director

Mr. Fedder expressed his appreciation to the HDC for their letter of support regarding the lighthouse grant. They will not be moving forward with this due to the requirement of flood insurance which is too expensive. They will be looking into other grants. The paint selection for the Sunrise Sewing building has been approved. A new business sign for Dr. Gardin's business office has been approved.

Zoning Administrator

No report

**MEMBERS DISCUSSION**

Mr. Trucks stated the need for more applicants to the HDC. The city policy will be investigated so consideration can be made for allowing conference calling by a member when they are unable to attend a meeting. Mr. Albee requested Mr. Gordon stay in contact with the HDC and keep them updated on his progress.

**ADJOURNMENT**

Commissioner Connor moved, seconded by Commissioner Albee to adjourn the meeting. Meeting was adjourned at 5:10 pm

2019 Historic Study Review Committee

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Nancy Baker, Recording Secretary



**PLANNING DEPARTMENT**  
**Kyle Storey**  
**Zoning Administrator**  
**395 Third St. Manistee, Michigan 49660**  
**(231) 398-3576**  
**Fax (231) 398-3526**  
**kstorey@manisteecountymi.gov**

5/16/2019

Historic District Commission  
395 3<sup>rd</sup> St. Manistee, MI 49660  
Re: Ramsdell Theatre Sign

Historic District Commission:

The historic Ramsdell Theatre is owned by the City of Manistee and is recognized for communal significance including economic development. On June 25, 2018, the HDC approved the request for a Certificate of Appropriateness for a full color RGB Display Sign. Permit#: PHDC18-004 was issued and the sign was located where the HDC approved.

According to the City of Manistee's sign ordinance, Article 21 Section 2102 (B)(2)(b):  
"Illuminated Signs: Sources of Illumination shall not flash on and off or change color or intensity. Exceptions include: A dynamic element that does not change more than once every 15 minutes, and changes and instantaneous without any special effects."

Noticeably, the sign has been changing within the 15-minute time window, therefore is in violation of Permit#: PHDC18-004. The Ramsdell Theatre is requesting "a governmental agency exemption pursuant to section 2103 (D) of the City of Manistee Zoning Ordinance."

Attached is correspondence and documents from Ramsdell Theatre regarding their Historic District Certificate of Appropriateness Permit #: PHDC18-004 as well as Section 2103 of the City of Manistee Ordinance outlining Exempt Signs and their lease agreement with The City of Manistee.

The Commission may act to approve of exemption of Ramsdell Theatre's previously approved signage to affectively amend Permit #: PHDC18-004.

Respectfully,

**Kyle Storey**  
Manistee County Planner  
City Zoning Administrator



Permit #: PHDC18-004  
 Issued: 06/26/2018  
 Expires: 06/26/2019

## Historic District Certificate of Appropriateness

**Planning & Zoning Department**

70 Maple Street  
 Manistee, MI 49660  
 Phone 231.398.2805  
 Fax 231.723.1546  
 www.manisteemi.gov

LOCATION	OWNER	APPLICANT
101 MAPLE ST 51-574-701-09 C-3	70 MAPLE ST MANISTEE MI 49660	70 MAPLE ST MANISTEE MI 49660

**Work Description:**

The Historic District Commission during their meeting of June 25, 2018 approved the request for a Certificate of Appropriateness to the Ramsdell Theater for a certificate of appropriateness for a full color RGB Display Sign as submitted with application HDC-2018-04. This sign can be programed by a computer that allows the sign to be changed for events as necessary. The location for the sign is where the Historic District Commission has approved the installation of changeable banners for the Civic Players and Manistee Art Institute in the past.

MOTION by Commissioner Wittlief, seconded by Commissioner Trucks that the Historic District Commission approve the request from the Ramsdell Theater, 101 Maple Street for a Certificate of Appropriateness for a full color RGB Display sign as submitted with application HDC-2018-04.

With a roll call vote this motion passed 5 to 1.

Yes: Albee, Russell, Bennett, Trucks, Wittlief

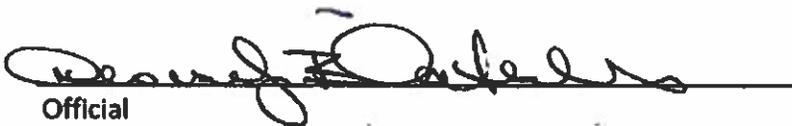
No: Perschbacher

Stipulations:

Permit Item	Work Type	Fee Basis	Item Total
Certificate of Appropriateness	Application	0.00	0.00

**This permit is valid for a period of one year from the date issued.**

Fee Total:	\$0.00
Amount Paid:	\$0.00
Balance Due:	\$0.00

  
 \_\_\_\_\_  
 Official



Historic District Commission  
 Planning & Zoning Department  
 70 Maple Street  
 Manistee, MI 49660  
 231.398.2805  
[www.manisteemi.gov](http://www.manisteemi.gov)

**Signage – Awnings**  
**Application for a Certificate of Appropriateness**

Please Print

<b>Submission of Application</b>			
Signage within the Historic District requires an approved Sign Permit prior to review/approval by the Manistee County Historical Museum Director or Curator. Projecting Signs require a Building Permit prior to installation.			
Awning material and dimensions must be approved by the Manistee County Historical Museum Director or Curator. A Building Permit must be obtained prior to installation.			
<b>Property Information</b>			
Address: 101 Maple St, Manistee, MI 49660		Parcel #	
<b>Applicant Information</b>			
Name of Owner or Lessee: RRCA			
Address: 101 Maple			
Phone #: 231-398-9990	Cell#: 231-690-5136	e-mail: Xverna@RamsdellTheatre.org	
Name of Contractor (if applicable):			
Address:			
Phone #:	Cell#:	e-mail:	
License Number:		Expiration Date:	
<b>Sign Plan Requirements</b>			
<input checked="" type="checkbox"/>	Proposed signage or awning, drawn to scale showing dimensions as it will appear on the property.		
<input checked="" type="checkbox"/>	Description of proposed materials for signage or awning. (i.e. wood, vinyl lettering for windows, metal bands, etc.)		
<input checked="" type="checkbox"/>	Description of proposed materials for signage or awning. (i.e. wood, vinyl lettering for windows, metal bands, etc.)		
<b>Authorization</b>			
I hereby certify that the proposed work is authorized by the owner of record and that I have been authorized by the owner to make this application as his authorized agent, and we agree to conform to all applicable laws of the State of Michigan. All information submitted on this application is accurate to the best of my knowledge.			
Applicant Signature:		Date: 5/16/18	
By Signing this form the Applicant/Owner agrees to the terms of the Sign Permit and agrees to remove any non-conforming signs prior to installation of new signage.			
<input checked="" type="checkbox"/> Sign Plan for project attached (permit cannot be issued without plan)			
<b>Office Use Only</b>			
HDC -	-	Notes:	
Signature: _____		Date: _____	



*The*  
**Ramsdell**  
Regional Center for the Arts

www.RamsdellTheatre.org  
Office 231-398-9770  
Box Office 231-398-9269  
101 Maple St., Manistee, MI 49660



Sarah Helge  
*President*

David Mix  
*Vice President*

Edward Bradford  
*Treasurer*

Nancy Ferguson  
*Secretary*

Al Frye  
*Member*

William Hattendorf  
*Member*

Rosalind Jaffe  
*Member*

Xavier Verna  
*Executive Director*

5/13/2019

RE: HDC-2018-04

Dear Kyle,

The Ramsdell Theatre, owned by the City of Manistee and operated under agreement by the Ramsdell Regional Center for the Arts, previously received a Certificate of Appropriateness for an LED sign.

We would like to request a governmental agency exemption pursuant to section 2103 (D) of the zoning ordinance.

Enclosed are copies of the agreement made between the City of Manistee and the Ramsdell Regional Center for the Arts and the Certificate of Appropriateness.

Sincerely,

Xavier Verna  
Executive Director  
Ramsdell Regional Center for the Arts

Edward Bradford  
City of Manistee, CFO  
Ramsdell Regional Center for the Arts, Treasurer

**SECTION 2103 EXEMPT SIGNS**

The following signs shall be exempt from regulations in this Article.

- A. Any public notice, traffic control or warning required by a valid and applicable federal, state, or local law, regulation, or ordinance.
- B. Any sign wholly located within a building including window signs. Except signs in the Historic District that require Historic District Commission approval
- C. Flags up to twenty-four (24) square feet in area.
- D. Signs posted by a governmental agency or on their behalf by an authorized contractor.
- E. Portable signs shall be permitted in the R-2, R-3 for properties with a minimum of 10,000 sq. ft. of area that front on a Key Street Segment, G-C, W-F, and C-1 districts subject to a determination by the Zoning Administrator that its placement will not impact safety or visibility for motorists and pedestrians and further limited as follows:
  - 1. 8 square feet per side;
  - 2. One per storefront; and
  - 3. Permitted only during hours of operation of business.
- F. Temporary Signs on the property during construction, maintenance or improvements and relating to construction, maintenance or improvements on the property during the period of time of work.

## **RAMSDSELL THEATRE LEASE AGREEMENT**

This Management and Lease Agreement ("Agreement") made this 17<sup>th</sup> day of May 2016 by and between the City of Manistee, a Michigan municipal corporation, hereinafter referred to as the City, and the Ramsdell Regional Center for the Arts, a Michigan non-profit corporation, hereinafter referred to as the RRCA, collectively referred to as the "Parties."

### **WITNESSETH:**

**WHEREAS**, the City owns the historic Ramsdell Theatre ("Ramsdell"); and

**WHEREAS**, the City recognizes the significance of the Ramsdell to the community and as a catalyst for economic development and quality of life; and

**WHEREAS**, a significant amount of public and private resources have been invested to restore the Ramsdell and that investment needs to be preserved and protected; and

**WHEREAS**, the City desires to remove itself from the day-to-day management and operations of the Ramsdell and for the Ramsdell to become more self-sufficient financially, and

**WHEREAS**, a group of interested citizens has expressed a desire to operate the Ramsdell thru a non-profit corporation, and

**WHEREAS** the City and RRCA agree that such an arrangement would benefit the Ramsdell and greater community;

**NOW, THEREFORE** in consideration of the mutual covenants and agreements contained herein, the parties hereto agree as follows:

#### **1. Term**

The term of this contract shall begin on July 1, 2016 and end on June 30, 2017. If not terminated or modified pursuant to this Agreement, the Agreement will extend for additional one year terms at each anniversary date.

#### **2. Rent**

Rent for the facility shall be \$1 per year, payable by July 31 each year this Agreement is in effect.

#### **3. Ownership**

- a. The Ramsdell is and shall remain the property of the City, and any improvements to the Ramsdell by RRCA shall inure to the benefit of the City and Ramsdell.
- b. All fixtures and personal property within or attached to the Ramsdell shall remain the property of the City and Ramsdell, including any items purchased by RRCA for the repair and/or maintenance of such fixtures and personal property.

- c. Any items of personal property purchased by the RRCA for the primary benefit of the Ramsdell shall become the property of the City and Ramsdell.

#### **4. RRCA Requirements**

- a. The City shall have the right to appoint at least one voting member of the RRCA Board to serve as City representative.
- b. The RRCA shall maintain its status as an independent 501 (c) (3) charitable organization. It shall file all required reports, filings and documents State of Michigan, IRS and other agencies as required in a timely manner compliant with law.
- c. The RRCA shall conduct its corporate business in a manner compliant with the law, including accurate minutes of its proceedings. Minutes of the RRCA meetings shall be provided to the City after approval by the RRCA board.
- d. The RRCA shall be responsible for and preserve all records of the organization, including the earlier Ramsdell Theatre Restoration Project and Friends of the Ramsdell. Such records shall be kept at the Ramsdell and centrally organized and accessible.
- e. The RRCA shall maintain up-to-date Bylaws and shall provide a copy to the City any time they are amended or changed.
- f. The RRCA at all times will function as an independent contractor and will not be construed to be an agent or employee of the City.

#### **5. Operations**

- a. The RRCA will endeavor, per its mission, to optimize an irreplaceable regional center for cultural, educational, and social activities through programming excellence, fiscal stability, strong community partnerships, and committed volunteers.
- b. All of the undertakings of the RRCA that the RRCA is obligated to perform under the terms of this Agreement shall be judged by the reasonably prudent man rule, it being intended thereby that the RRCA be neither the guarantor nor insurer of the success of the operation of the Ramsdell.
- c. The RRCA shall be the sole and exclusive entity to supervise, control, manage, operate, program and rent the Ramsdell; and all of the personal property, equipment, and fixtures attendant to and associated with the use of the Ramsdell, consistent with this agreement and the RRCA mission.
- d. The RRCA shall apply sound administrative, accounting, budgeting, operational, sales, advertising, marketing and personnel practices.
- e. Access to the Ramsdell shall be controlled by the RRCA; however, the City, or its representative(s), shall have access at reasonable times and intervals. The City shall also

have use of the Ramsdell for meetings and events from time to time at no charge as long as it does not interfere with paid use of the space(s). Such use must be scheduled as far in advance as possible.

- f. The RRCA shall be responsible for the employment of, or contracting with, competent individuals to run, operate and maintain the Ramsdell, and shall supervise and monitor their performance.
- g. The RRCA shall be responsible for all utilities, including electricity, gas and water. Refuse collection and internet access is paid for by the City.
- h. The RRCA shall be responsible for the integrity and security of the Ramsdell to protect it and its contents from damage and loss. The RRCA shall attempt to secure the facility from theft and vandalism.
- i. The RRCA shall be responsible for the annual rent payment to the Methodist Church per a separate agreement between the Church and City that addressed a variety of issues, including use of the Church parking lot.
- j. The RRCA shall maintain a safety program to attempt to prevent injuries to visitors, performers and staff.
- k. The RRCA will prohibit and prevent any and all smoking in the Ramsdell.

#### **6. Maintenance**

- a. Day to day maintenance of the Ramsdell shall be the responsibility of the RRCA. This includes but is not limited to custodial cleaning, normal maintenance and repairs, incidental repairs caused by daily use, annual preventative maintenance and annual inspections.
- b. Maintenance of building systems including, but not limited to, heating, cooling, electrical, plumbing, sound and lighting shall be coordinated with and thru the City's Facility Manager and contractors of record.
- c. Major or extraordinary repairs or maintenance shall be the responsibility of the City. This is generally defined as any repair exceeding \$7,500 in cost.
- d. The City's Facility Manager will provide in-kind services as specified in the Agreement.

#### **7. Financial**

- a. The RRCA shall endeavor to produce sufficient revenues from a variety of sources, including but not limited to rentals, fees, sponsorships, fundraising and grants to permit it to be self-sustaining operationally. However, the past experience in Manistee and at other performing art centers in Michigan and elsewhere demonstrates that in all likelihood such revenue will not be sufficient to achieve full self-sufficiency.

- b. Recognizing this situation the City agrees it may, but is not required to, upon request and justification by RRCA, support the operation of the Ramsdell thru an annual appropriation. The City budget for FY 2017 anticipates a \$70,000 appropriation.
- c. The City's Administrative Services department will provide in-kind services as specified in the Agreement.
- d. The RCRA shall present an annual budget to the City for review by no later than January 31 of each year. The budget shall include a narrative explaining the budget and outlining the assumptions used. The budget shall also include any request for operational support from the City.
- e. The RRCA shall present an annual report to Council by no later than October 31 of each year detailing the activities of the past year, the economic condition as of the close of its past fiscal year including a fundraising update and a report of the activities planned for the Ramsdell for the upcoming year.
- f. Monthly financial statements for the RRCA will be prepared by the City and be included in the Council packets.
- g. All funds received by the RRCA or its agents or employees shall be deposited in an account designated by the City.

**8. Debt**

The existing debt incurred by the City for improvements to the Ramsdell shall remain the sole responsibility of the City.

**9. Capital Expenditures**

The RRCA shall make no major renovations or alterations to the structure or interior spaces of the Ramsdell without the prior written approval of the City. Any minor changes or alterations shall be, to the extent advisable, consistent with the historical design and atmosphere of the building. Such changes will also be consistent with continued personal safety of all persons using the Ramsdell.

**10. City In-Kind Services**

- a. The City's Administrative Services department shall provide all accounting, bookkeeping and financial reporting services for the RRCA, including but not limited to payroll, accounts payable, accounts receivable, deposits and annual audit.
- b. The City Facility Manager shall manage and coordinate all periodic or scheduled maintenance, capital projects, preventative maintenance and inspections.
- c. The City may provide other in-kind services upon request and approval by the City Manager.

## 11. Employees

- a. Current Ramsdell employees, including the Executive Director, shall remain City employees until December 31, 2016. At that time, if the RRCA desires to retain any or all of the employees, including the Executive Director, they shall become employees of the RRCA.
- b. From the effective date of this agreement until December 31, 2016, the services of the Ramsdell employees shall be assigned to the RRCA.
- c. The RRCA may employ staff of its choosing to fulfill its mission and obligations under this agreement.

## 12. Insurance

RRCA shall maintain at all times the following coverages with respect to this Agreement and its occupancy of the Ramsdell Theatre:

- a. Comprehensive General Liability Insurance covering bodily injury for \$300,000 each person; \$300,000 each occurrence and property damage for \$100,000 each occurrence;
- b. Comprehensive Automobile Liability (if applicable) covering bodily injury for \$300,000 each person and each accident and property damage for \$50,000 each occurrence;
- c. All other coverage required by Michigan statutes, including, but not limited to, Worker's Compensation Insurance in an amount not less than statutory minimum.

All such policies shall name the City as additional named insured. RRCA shall provide the City with evidence of such insurance upon City's request.

## 13. Termination

This Agreement may be terminated upon failure of either party to cure a material breach within thirty (30) days written notice thereof by the other party hereto. Further, either party to this Agreement may terminate it, with or without cause, upon ninety (90) days written notice to the other. Any termination pursuant to this section shall be completed without causing either party hereto to breach any contracts/agreements it has with third parties including, but not limited to, third persons renting the Ramsdell or groups scheduled to entertain at the Ramsdell.

## 14. Assignment

This Agreement may not be assigned or otherwise transferred in part or in whole without the written consent of the City.

**15. Modifications**

This Agreement constitutes the entire agreement between the parties. There are no understandings, agreements or representations, oral or written, regarding this Agreement except as specified or referenced herein. The terms of this Agreement shall not be waived, altered, modified, supplemented or amended, in any manner whatsoever, except by written instrument signed by both parties to this Agreement.

**16. Severability and Interpretation Consistent With Law**

This agreement is intended to comply with all applicable Michigan statutes relative to lease agreements. If any provision of this agreement is deemed by a court of competent jurisdiction to violate a Michigan statute, the violation is inadvertent. If a provision is found to be so violative, the provision will be considered void and severed from the lease and the balance of the lease will remain in full force and effect. Nothing contained in this lease will be construed as exculpating the City from liability for the City's failure to perform or City's negligent performance of a duty imposed by law. Also, nothing contained in this lease will be construed as releasing either party from a duty to mitigate or minimize the damages to the other party. This agreement will be interpreted according to the laws of the State of Michigan.

**17. Compliance With Applicable Law**

The RRCA shall comply with and assist in the enforcement of all federal, state and local laws, regulations and ordinances applicable to the work under this Agreement.

**18. Non-Discrimination**

RRCA agrees, that during the term of this Agreement, not to discriminate against any employee, applicant for employment, patron or potential user of the Ramsdell Theatre on the basis of race, color, religion, sex, or nation origin, and furthermore will include this statement in solicitations or advertisements for employees.

**19. Review by Counsel**

RRCA acknowledges that this agreement has been prepared by Mika Meyers PLC, attorneys at law, Manistee, Michigan, for and on behalf of the City of Manistee. RRCA, prior to executing this lease, has had the opportunity to have the lease examined and reviewed by counsel of its choosing.

**20. Authority**

The individuals signing this Agreement represent and warrant that they have the authority on behalf of their respective organization to sign the same.

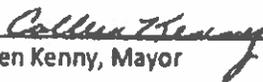
**21. Entire Agreement**

This document includes all agreements of the parties as to the subject matter hereof and there are no other agreements, written or oral, relating thereto that are not incorporated into this agreement. This agreement may be modified only by written agreement of the parties.

In witness of the above, the parties cause this agreement to be executed.

Lessor:

CITY OF MANISTEE

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

Date: 5/19/16

  
\_\_\_\_\_  
Michelle Wright, City Clerk

Date: 5/19/16

Lessee:

Ramsdell Regional Center for the Arts

  
\_\_\_\_\_  
Sarah Helge, President

Date: 6/1/16

Drafted by:  
Gockerman, Wilson, Saylor & Hesslin  
A Mika Meyers Beckett & Jones, PLC law firm  
BY: George V. Saylor, III (P37146)  
Attorneys at Law  
414 Water Street  
Manistee, MI 49660  
(231) 723-8333

## Kyle Storey

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**From:** Rob Carson, AICP Manistee County Planning Director  
**Sent:** Tuesday, May 07, 2019 9:50 AM  
**To:** Heather Pefley; Lora Laurain; Nancy Baker; Kyle Storey  
**Subject:** FW: HDC

All,

Mark Wittlief is resigning from the HDC, see his correspondence below.

Thanks,

Rob

*Robert T. Carson, A.I.C.P.  
Manistee County Planning Director*

*Manistee County Planning Department  
395 Third St.  
Manistee, MI 49660*

*231-398-3525  
[rcarson@manisteecountymi.gov](mailto:rcarson@manisteecountymi.gov)*

**From:** Mark.M. Wittlief <m\_wittlief@hotmail.com>  
**Sent:** Monday, May 6, 2019 10:42 PM  
**To:** Rob Carson, AICP Manistee County Planning Director <rcarson@manisteecountymi.gov>  
**Subject:** HDC

[WARNING: External Message]

Hi Rob,

First of all I'm sorry for missing the meeting today I had a customer come in and i couldn't get away. With that said I'm go have to resign as it not fair to the other HDC members who work for the betterment of Manistee.

With best regards,

Mark M Wittlief  
Skype: *Century761*



Permit #: PHDC16-002  
Issued: 02/05/2016  
Expires: 02/04/2017

## Historic District Certificate of Appropriateness

Planning & Zoning Department

70 Maple Street  
Manistee, MI 49660  
Phone 231.398.2805  
Fax 231.723.1546  
[www.manisteemi.gov](http://www.manisteemi.gov)

LOCATION	OWNER	APPLICANT
337 RIVER ST 51-453-710-23 C-3	PO BOX 809 TRAVERSE CITY MI 49685-0809	PO BOX 809 TRAVERSE CITY MI 49685-0809

Work Description:

\* Previous  
Applicant  
↳ NOT  
COMPLETE



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On February 4, 2016 the Historic District Commission approved the request from Rohan O'Neil and Vanessa Bowden (Bairdall Properties LLC), 337 River Street for a Certificate of Appropriateness for the following façade improvements as submitted with application HDC-2016-02.

**BRICK** – Applicant is to salvage brick from the Rear (south) façade to use on the Front (north) and East Facades. Unpainted brick is not to be painted. Bricks are to be cleaned and repaired as needed. Applicant is to clean using method prescribed in Preservation Brief #1 – Assessing Cleaning and Water-Repellent Treatment for Historic Masonry Buildings and Preservation Brief #2 – Repointing Mortar Joints in Historic Masonry Buildings. Specifications for replacement brick and mortar mixtures are to be submitted to the Museum Director for review and approval.

#### **NORTH FAÇADE (RIVER STREET)**

**Upper Cornice** – The design of the upper cornice and corbel layout will be determined after the removal of the T1-11 siding and inspection of the area. The applicant will need to submit an application for a Certificate of Appropriateness once inspection of the structure is made after removal of the T1-11 siding is completed.

**Second Story Windows** – The front of the building is the most important façade of the building for restoration. The applicant shall either:

1. Use the existing windows which are original to the building (two over two). The existing windows, frames, sills, and sashes are to be restored using the method prescribed in Preservation Brief #3 – The Repair of Historic Wooden Windows.
2. Replace/replicate any missing components, replacement Glass needs to be the same thickness.
3. The windows need to be assessed to determine if they are salvageable. The Museum Director will need to be present for inspection. If the windows are deemed unsalvageable, the applicant will need to come back to the commission.

**Accent bricks around second story windows** - currently painted white will be repainted with approval of the color by the Museum Director.

**Lower Cornice** – Repair and Repaint (reproduce if necessary) the major and minor corbels that are present on the existing lower cornice. The corbels size and location will be maintained.

**Transom Windows** - Eight existing transom windows will be cleaned and returned to the original condition.

**Existing commercial storefront** – storefront is to be reconfigured to allow room for the upstairs apartment stairway in accordance with the corbel placement.

**Apartment entry door** - create a new entrance using a 3' x 8' six panel wood or fiberglass entry door (no grain) with transom window that will provide access to three (3) new second floor apartments. Door will be painted with final color approval by the museum director.

**Transom Window Apartment entrance**- Installation of a glass transom window over second floor entry door; glass will be clear with no tinting.

**Exterior Light for Apartment Entrance** – Bellacor Maximum Lighting International Bronze Dover one-light outdoor wall light #478453.

**Storefront windows** - Update the front storefront windows using aluminum-framed thermo-pane safety glass. Glass will be clear with no tinting. Aluminum frame to be hidden behind wood trim. Edges of the aluminum frame windows to be concealed behind molding or wood trim. The wood trim is to be painted to match the color of the doors/windows.

**Storefront door with sidelight** – Fiberglass door (no grain) with ¾ light door with two panels below the glass lite. A sidelight will be installed on the right hand side and painted. Glass will be clear with no tinting. Hardware to be period type ADA approved.

**Transom Window storefront entrance** – Installation of a glass transom window over storefront entry door; Glass will be clear with no tinting.

**Exterior Light Storefront Entrance** – Historic District Commission is asking for a round flush mount globe style light to be approved by the Museum Director.

**Bulkhead** – a wood paneled bulkhead will be installed under the new storefront windows using plywood with trimmed wooden panels. Design of bulkhead panels will match doors and will be painted.

Design of brickwork panels will match drawing and will be painted.

**EAST FAÇADE**

Second Story Windows – Installation of three 36” x 92” aluminum clad double hung windows “Jeld-Wen” prefinished color dark brown where there originally were windows; the windows need to be two over two; glass will be clear with no tinting; no plastic snap in divider. Top of arch frame will have a solid panel that will be painted to match. The commission will not allow the installation of frosted glass for a window located in the bathroom. The applicant can address the need for privacy through interior window treatments (i.e. blinds, shutters, curtains, etc).

Existing Concrete Block – Block will be painted.

New First Floor Window - Installation of one new 36” x 68” aluminum clad double hung windows “Jeld-Wen” prefinished color dark brown. Glass will be clear with no tinting. No arch above window.

Rear Apartment Entry Door – Installation of a paintable steel six panel security door with peep. Hardware to be ADA approved – with final approval by the Museum Director.

Exterior Light for Apartment Entrance –Bellacor Maximum Lighting International Bronze Dover one-light outdoor wall light #478453.

**SOUTH FAÇADE**

Convert existing second floor doorway to window - Installation of 36” x 92” aluminum clad double hung window “Jeld-Wen” prefinished color dark brown where there originally was a door. The window needs to be two over two; glass will be clear with no tinting; no plastic snap in divider. Top of arch frame will have a solid panel that will be painted to match.

Second floor windows - Installation of two 36” x 92” aluminum clad double hung windows “Jeld-Wen” prefinished color dark brown where there originally were windows; the windows need to be two over two; glass will be clear with no tinting; no plastic snap in divider. Top of arch frame will have a solid panel that will be painted to match.

New First Floor Windows - Installation of three new 36” x 68” aluminum clad double hung windows “Jeld-Wen” prefinished color dark brown; glass will be clear with no tinting. No arch above windows.

Rain Gutter – Installation of rain gutter to control and remove all roof water.

**ROOF**

Front Façade – repair/reinforce as needed to safely support the brick and transom windows. All modern steel or engineered lumber to be concealed under trim bards painted in accordance with the approved color scheme.

Rafters/Roof Deck – inspect and repair a needed

Existing Roof – Install a new rubber membrane roof if needed

South Facia/Drip Edge – Wood structure to be inspected and repaired as needed. Install a wood or aluminum-clad soffit that will be painted in accordance with the approved color scheme.

Parapet Cap – Install a metal parapet cap that is to be painted in accordance with the approved color scheme.

**OTHER**

Retaining Wall - Applicant will need to bring back request to the Commission once they determine the type of material they propose to use to construct the wall with.

Door Hardware and Paint Colors - require review and approval by the Museum Director.

**Stipulations:**

Permit Item	Work Type	Fee Basis	Item Total
Certificate of Appropriateness	Application	0.00	0.00

**This permit is valid for a period of one year from the date issued.**

<b>Fee Total:</b>	<b>\$0.00</b>
<b>Amount Paid:</b>	<b>\$0.00</b>
<b>Balance Due:</b>	<b>\$0.00</b>

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**Official**