

MANISTEE CITY COUNCIL

WORK SESSION AGENDA

Tuesday, May 12, 2020 - 7:00 p.m. – Virtual Meeting

Good evening. Today is Tuesday May 12, 2020. I'm Heather Pefley, Clerk for the City of Manistee. The City Council's May 12, 2020, Work Session, is being conducted remotely; where all members of the City Council are in separate locations and not at the City Hall Council Chambers; will be called to order by Mayor Roger Zielinski shortly. As always, this meeting is being recorded and will be broadcast on Manistee TV Cable Channels 189/190 and available at manisteev.org. There will be no video associated with this meeting.

The microphones of all members of the City Council, the City Manager, City Attorney, and City Clerk will always be live unless there is an audio disruption. I will now begin to unmute and check each microphone that will be live during the meeting.

The City Clerk will now activate microphones one by one; and individually call on each City Council Member, City Attorney and City Manager to confirm they can hear and be heard. Once complete, the Clerk will continue reading below.

As a reminder Councilmembers, please clearly state your name before speaking and mute your device when you are not speaking.

Mayor Zielinski, we are ready to proceed with the meeting.

I. Call to Order.

II. Work Session Items.

a.) PUBLIC COMMENTS ON WORK SESSION RELATED ITEMS.

Each person waiting in the virtual waiting room will be called individually by the City Clerk by the last four digits of their telephone number. Individuals will be asked if they have a comment or if they are passing.

It is **very important** that those giving comment have a good phone connection and no sound or noise whatsoever in the background (televisions and all forms of audio should be muted); otherwise, there will be disruptive audio. If the issue cannot be corrected by the caller, we will move on to the next person in line.

We will now take public comments. The work session discussion topics, for those that do not have an agenda are:

- DISCUSSION ON A TEMPORARY PERMIT FOR DOWNTOWN RENTAL.
- DISCUSSION ON POLITICAL SIGNS.

The City Clerk will now take over and accept Public Comments on work session agenda items.

The City Clerk will unmute and call on each person who has called into the meeting by the last four digits of their phone number; and ask if they would like to comment on agenda items. Once complete, they will turn the meeting back over to the Mayor.

- b.) DISCUSSION ON A TEMPORARY PERMIT FOR DOWNTOWN RENTAL – City Manager Thad N. Taylor.

Councilmembers, please clearly state your name before speaking.

- c.) DISCUSSION ON POLITICAL SIGNS – Councilmember Lynda Beaton.

Councilmembers, please clearly state your name before speaking.

- d.) OTHER.

III. Adjourn.

ATTACHMENTS:

- 1.) Manistee Adventures Information

TNT:km



Nature of Business:

Manistee Paddlesport Adventures was recently purchased by the Reynolds family and the name was changed to Manistee Adventures. The old model of business is paddlesport rental on both the Big Manistee and Little Manistee Rivers. The new business model has a complete new focus on all adventures that are possible in the Manistee area with a prime focus on downtown partnerships. Currently, there are no rentals of any kind downtown or at the beaches. Our goal, if allowed, is to start several mobile sites within the city. Eventually, we'd like to open a 2nd brick and mortar location on River St. We have a desire to see business partnerships in the community along with an exciting tourist feel for visitors. Below are the thoughts and rentals for each location:

- 1st St Beach Rentals - Employee on site with a small setup with a few kayaks, SUP (Stand Up Paddle Boards), beach chairs, umbrellas, electric scooters and bikes. The idea is that there would be a small setup on the edge of the parking lot and beach that has some type of banner and items to draw people in. Pedicab pickup offered at this location.
- 5th Ave Beach Rentals - exact same set-up at 1st St Beach
- Downtown Rentals - Recreational truck (box truck) that is parked downtown on River Street. Bikes and scooters available for rent. Items can be returned to the truck or at a beach. Our hope is to push people to trek either to or from the beach and not worry about needing to take anything back. The goal is to create a connection between the beach and downtown businesses. Pedicab pickup offered at this location.
- Bike Tours - We would like to offer special bike tours in the city on scheduled times. We would partner with the museum to offer a 2-hour bike ride that would take individuals to different locations and tell some of the history of Manistee. We are also looking into a Taste of Manistee Bike Tour that stops at several restaurants and bars from Maxwell Town to downtown. There would be pre-arranged appointments with the businesses to offer a special drink or appetizer for people to get the full Manistee experience. Eventually, we would like to also offer these tours on scooters that are geared more towards younger individuals.

Rental descriptions:

- Kayak- Customer uses a Kayak at the beach to enjoy the amazing lake.
- SUP- Stand Up Paddle Board that looks like a surfboard and uses a paddle. Customers are able to rent right from the beach to enjoy the lake.
- Beach chairs/umbrellas- Offer beach equipment for visitors who don't have everything they need to spend a long day on the beach. Maybe offer some essentials such as towels and sun tan lotion for purchase.
- Scooters- Electric scooters are the new craze in cities across the US. Customer rents the scooter and enjoys Manistee at their leisure with a fun way to get around. Offer routes of good places to go.
- Bikes- Offer beach cruisers, mountain bikes, fat tire bikes, children's bikes and baby trailers for families and individuals to explore Manistee. Offer maps of suggested routes to ride.
- Pedicab- A cab peddler will take up to 2 individuals for a ride down River St, all the way from downtown to the beach, or from the beach to River St. This offers options for those who may want to walk the riverwalk and not have to walk back or those who just want to try a different tourist experience.

Hours/Duration:

- Because this is a new venture, the hours will have to be determined as we test it out. Weekends and holidays would definitely be staffed and then we will try different days to see what kind of response we receive. Hours will act the same. It will be a test to see which hours get the most usage. Our guess would be starting around 12pm until dark. We will be open seasonally as weather allows. Most likely May through October.

Employees:

- Beach employees would most likely be a college student who will staff the rentals.
- Downtown Rec Truck will most likely be a college student who will staff the truck
- Pedicabs would be staffed by a student or an adult who is at least 16 years or older.

Signage:

- Beach signage: Tear-drop banner, trailer on site with decals on the side
- Downtown truck: Decals on side of truck/trailer

Liability information:

- Attached

Waiver:

- Attached

Business Name : Manistee Outfitters, LLC, DBA Manistee Adventures
231 W. Parkdale Ave. Manistee
www.manisteeadventures.com
dan@manisteeadventures.com

Owners: Dan & Melanie Reynolds
5450 Carlson Rd, Manistee
231-655-9467

Adventure Offerings: We also offer these services in the county:

- Big Manistee paddlesport adventures (Kayak, Canoe, SUP, Tubing)
- Little Manistee paddlesport adventures (Kayak, Canoe, SUP, Tubing)
- Lake to Lake paddlesport adventures - Manistee Lake to Lake Michigan
- Backpacking outfitters for trips on the North Country Trail and River Loop
- Paddlesport rentals delivered to any location in the area for long-term rentals while you vacation
- Bike rentals delivered to any location
- Bike trips at Big M mountain bike trails, road bike trips up M-22, and local tours.
- Scooter rentals deliver to any location

Adventures to Come in the future:

- Motor boat and jet ski rentals
- Boat cruises
- Adventure tours to multiple sites in the county and surrounding counties
- Rafting boats for the rivers
- Pedi Pub
- Snorkling
- Guided backpacking trips
- Guided river trips
- Store location(s) to sell all adventure products along with a bike shop and skate shop
- Winter offerings on the river
- Winter offerings for snowshoeing, cross-country skiing and fat tire bikes



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

04/27/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Lake Michigan Financial Group, LLC 5550 Cascade Rd SE PO Box 2608 Grand Rapids MI 49501-2608		CONTACT NAME: Barb Nankervis PHONE (A/C, No, Ext): (616) 234-6979 E-MAIL ADDRESS: barbara.nankervis@lmcu.org FAX (A/C, No): (616) 643-0673	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: West Bend-NSI	NAIC # 15350
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	
		INSURER F:	
INSURED Manistee Outfitters, LLC 5450 Carlson Rd Manistee MI 49660-9497			

COVERAGES

CERTIFICATE NUMBER: CL2042722037

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			A738939	02/28/2020	02/28/2021	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
							MED EXP (Any one person)	\$
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 2,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
							Additional Insured	\$
A	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			A738939	02/28/2020	02/28/2021	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB DED: RETENTION \$			A738939	02/28/2020	02/28/2021	EACH OCCURRENCE	\$ 1,000,000
							AGGREGATE	\$ 1,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Name:	Address:
Phone:	E-mail:
Age:	

In consideration of Manistee Outfitters, LLC, DBA Manistee Adventures., their successors and/or assigns furnishing services and/or equipment to enable me to participate in rafting, canoeing, kayaking, SUP, biking, hiking, camping, scootering and any or all other related and/or secondary activities, I agree as follows:

I fully understand and acknowledge that outdoor recreational activities have: (a) inherent risks, dangers, and hazards and such exists in my use of rafting, canoeing, kayaking, SUP, biking, hiking, camping, scootering and any or all other outdoor equipment and my participation in rafting, canoeing, kayaking, SUP, biking, hiking, camping, scootering, and any/all related and/or secondary activities; (b) my participation in such activities and/or use of such equipment may result in injury or illness including, but not limited to bodily injury, drowning, disease, strains, fractures, partial and/or total paralysis, death or other ailments that could cause serious permanent disability; (c) these risks and dangers may be caused by the gross or actual negligence of the owners, employees, officers, or agents of Manistee Outfitters, LLC, DBA Manistee Adventures.; the negligence of the participants, the negligence of others, accidents, breaches of contract, the forces of nature or other causes. Risks and dangers may arise from foreseeable or unforeseeable causes including, but not limited to, guide decision making, including that a guide may misjudge terrain, weather, trail or river route location, and water level, risks of falling out of or drowning while in a raft, canoe, or kayak and such other risks, hazards and dangers that are integral to recreational activities that take place in a wilderness outdoor recreational environment; and (d) by my participation in these activities and for use of equipment, I hereby agree that I am voluntarily participating in such activity, that I have been advised of the risks and hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, or employees of Manistee Adventures LLC, DBA Manistee Outfitters, other guests, or by any other person.

I, on behalf of myself and my successors or assigns hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify Manistee Adventures LLC, DBA Manistee Outfitters, its owners, agents, officers, and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services or otherwise that may arise out of my use of rafting, canoeing, kayaking, SUP, biking, hiking, camping, scootering, and any other equipment or primary or secondary activities, or my participation in rafting, canoeing, kayaking, SUP, biking, hiking, camping, scootering, or any

other activities. I specifically understand that I am releasing, discharging, and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of Manistee Adventures LLC, DBA Manistee Outfitters, their successors and/or assigns.

I also agree to the following: I, the undersigned, acknowledge that I am aware of the risks and hazards involved in participating in a raft, canoe, SUP or kayak trip on the Manistee Rivers and Lake Michigan, as well as any associated activity, to include but not limited to; swimming, hiking, walking, and camping. I voluntarily participate in all such activities although knowing such dangers, I hereby release the State of Michigan, US Forest Service, Michigan DNR, The City of Manistee, their officers, employees, agents, successors and assigns and all other persons participating on their behalf in the expedition from and against any and all liabilities, claims, demands, actions and causes of action whatsoever, arising out of or relating to any loss, damage, disability or injury (including death), that may be sustained by me in connection with my participation in this activity. This release shall be binding upon the administrators and/or executors of my estate, my heirs and distributees. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which Manistee Adventures LLC, DBA Manistee Outfitters, or its agents is a party shall be either the City of Manistee, Michigan Justice Court or the County or State Supreme Court in Manistee County, Michigan State.

I HAVE READ THE ABOVE WAIVER AND LIABILITY RELEASE IN FULL AND BY SIGNING IT AGREE. IT IS MY INTENTION TO EXEMPT AND RELIEVE ADVENTURE CALLS OUTFITTERS, INC., THEIR SUCCESSORS AND ASSIGNS FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

Signature: _____

Age: _____ Dated: _____

Signature of Parent or Guardian (if participant is less than 18 years of age)
