

# MANISTEE CITY COUNCIL

## MEETING AGENDA

TUESDAY, OCTOBER 2, 2012 – 7:00 P.M. – COUNCIL CHAMBERS

**I. Call to Order.**

- a.) PLEDGE OF ALLEGIANCE.
- b.) ROLL CALL.

**II. Public Hearings.**

**III. Citizen Comments on Agenda Related Items.**

**IV. Consent Agenda.** All agenda items marked with an asterisk (\*) are on the consent agenda and considered by the City Manager to be routine matters. If the Mayor or any member of the Council wishes to discuss an item on the consent agenda, it will be deleted from the consent agenda and considered in its regular order on the agenda. Consent agenda items include:

- V. Approval of Minutes.
- VI. a.) Approval of Payroll.  
b.) Cash Balances.
- XI. b.) Notification Regarding Next Work Session.  
c.) Consideration of MCC Homecoming Parade.  
d.) Consideration of Annual Fire Prevention Week Parade.  
e.) Consideration of Boos, Brews & Brats Event.

At this time Council could take action to approve the Consent Agenda as presented.

**\*V. Approval of Minutes.** Approval of the minutes of the September 18, 2012 regular meeting as attached.

**VI. Financial Report.**

\*a.) APPROVAL OF PAYROLL.

\*b.) CASH BALANCES REPORT.

**VII. Unfinished Business.**

**VIII. New Business.**

a.) CONSIDERATION OF ESTABLISHING RENEWAL RATES FOR RIVERFRONT LEASES.

On December 21, 2012 the current ten-year Riverfront Leases will expire. On September 11, 2012 City Council held a work session to discuss establishing the fees for the renewal of riverfront leases. The rates discussed at the work session are as follows:

\$22.01 per foot of frontage for years 2013, 2014, 2015  
\$22.67 per foot of frontage for year 2016 (3% increase)  
\$23.35 per foot of frontage for year 2017 (3% increase)

At their work session Council opted for a five-year lease instead of the current ten-year lease. New leases have been drafted and have been reviewed by the City Attorney.

At this time Council could take action to establish rates for five-year Riverfront Leases; and authorize the Mayor and City Clerk to execute the necessary documents.

b.) CONSIDERATION OF INTRODUCING ORDINANCE #12-05 AMENDING CHAPTER 288 PEG COMMISSION.

The PEG Commission has recommended a change in their ordinance language to broaden the membership on the PEG Commission. The new language would enable interested residents in Manistee County to participate on the commission. The Council Ordinance Committee, along with the City Attorney, has reviewed and recommends the proposed ordinance amendment. Filer Charter Township has also reviewed and approved the proposed changes. This would be the first reading of the proposed Ordinance Amendment #12-05. A second reading and possible adoption could take place at the October 16, 2012 Council meeting.

At this time Council could take action to introduce Ordinance Amendment #12-05 amending Chapter 288 PEG Commission.

c.) CONSIDERATION OF ORDINANCE Z12-04 AMENDING SECTION 514 VEHICULAR PARKING SPACE, ACCESS AND LIGHTING.

This ordinance amends Section 514 Vehicular Parking Space, Access and Lighting of the Zoning Ordinance as recommended by the Planning Commission. Proposed changes include changing the required number of parking spaces for some uses; requires pedestrian walkways for parking lots with 10 or more spaces; establishes a 5 foot buffer (front property line); establishes Bike Parking for some uses; and requires the installation of sidewalks in some districts for certain uses. The City Attorney and the Council Ordinance Committee has reviewed and approved the proposed amendment.

This will be the first reading of proposed Ordinance Amendment Z12-04. A second reading and possible adoption could take place at the October 16, 2012 Council meeting.

At this time Council could take action to introduce Ordinance Z12-04 amending Section 514 Vehicular Parking Space, Access and Lighting of the City of Manistee Zoning Ordinance.

d.) CONSIDERATION OF ORDINANCE Z12-06 AMENDING SECTION 1813 BED AND BREAKFAST, ITEM B.1.h.

This ordinance amendment deletes Item B.1.h of Section 1813 Bed and Breakfast as recommended by the Planning Commission. This amendment deletes the item which establishes the number of sleeping rooms by Zoning District from the Special Use Permit Standards. The City Attorney and the Council Ordinance Committee has reviewed and approved the proposed amendment.

This will be the first reading of proposed Ordinance Amendment Z12-06. A second reading and possible adoption could take place at the October 16, 2012 Council meeting.

At this time Council could take action to introduce Ordinance Z12-06 amending Section 1813 Bed and Breakfast, Item B.1.h of the City of Manistee Zoning Ordinance.

e.) CONSIDERATION OF ORDINANCE Z12-07 AMENDING ARTICLE 2 DEFINITIONS AND SECTION 502 SPATIAL AND PHYSICAL REQUIREMENTS.

This ordinance amendment adds a definition for Outdoor Playset and Porch to Article 2 Definitions and amends Section 502 Spatial and Physical Requirements which allows people to construct porches on the front of their home in the front

yard setback where they would have previously needed to obtain a variance from the Zoning Board of Appeals, encouraging interaction in neighborhoods. The City Attorney and the Council Ordinance Committee has reviewed and approved the proposed amendment.

This will be the first reading of proposed Ordinance Amendment Z12-07. A second reading and possible adoption could take place at the October 16, 2012 Council Meeting.

At this time Council could take action to introduce Ordinance Z12-07 amending Article 2 Definitions and Section 5-2 Spatial and Physical Requirements to the City of Manistee Zoning Ordinance.

f.) CONSIDERATION OF ORDINANCE Z12-08 AMENDING PENINSULA DISTRICT STANDARDS, ARTICLE 5 GENERAL PROVISIONS, ARTICLE 18 STANDARDS AND REQUIREMENTS FOR SPECIAL USES AND ARTICLE 21 SIGNS.

The following Zoning Ordinance amendments have been prepared to address General Regulations, Special Use Permit Standards and Signage in the new Peninsula District (P-D) in the following sections of the ordinance:

Article 5: General Regulations – Section 505.B; Section 511.A and 515.G.3.a

Article 18: Standards and Requirements for Special Uses – 1807.C.2 and Section 1861.B.10

Article 21: Signs – Section 2101.A.7.a; Section 2101.A.7.b; Section 2101.A.7.c; Section 2103.H; Section 2106; Section 2007 and Section 2018

This is a housekeeping item and did not require City Attorney review. The Council Ordinance Committee has reviewed and approved the proposed amendment.

This will be the first reading of proposed Ordinance Amendment Z12-08. A second reading and possible adoption could take place at the October 16, 2012 Council Meeting.

At this time Council could take action to introduce Ordinance Z12-08 to carry over the Peninsula District Standards to section of Article 5 General Provisions, Article 18 Standards and Requirements for Special Uses and Article 21 Signs to the City of Manistee Zoning Ordinance.

g.) **CONSIDERATION OF A LICENSE AGREEMENT, JOHN & ANN MOONEY.**

A request has been received from John and Ann Mooney who would like to purchase the vacant parcel located at the south end of the Lakeshore II condominium of the Harbor Village Planned Unit Development. They would like to construct a duplex on this parcel.

Prior to purchasing the property Mr. & Mrs. Mooney are asking for a License Agreement from the City. This would allow them to excavate and operate equipment within a 40' x 140' area of adjacent City-owned property. The License Agreement specifies that once construction is completed Mr. & Mrs. Mooney are responsible for the restoration of City-owned property. The license shall terminate upon the earlier of December 1, 2014 or on completion of construction. The License Agreement has been prepared by the City Attorney.

At this time Council could take action to authorize the Mayor and City Clerk to execute a License Agreement to John and Ann Mooney once they purchase the property.

**IX. Notices, Communications, Announcements.**

a.) **A REPORT FROM THE BUILDING INSPECTOR'S OFFICE AND THE COMMUNITY DEVELOPMENT OFFICE.**

A regular part of each Council meeting is a report from a cooperating agency, organization or department.

At this time Mr. Mark Niesen will report on the activities of the Building Inspector's Office and respond to any questions the Council may have regarding their activities.

At this time Mr. Jon Rose will report on the activities of the Community Development Office and respond to any questions the Council may have regarding their activities.

No action is required on this item.

\*b.) **NOTIFICATION REGARDING NEXT WORK SESSION.**

A Council work session has been scheduled for Tuesday, October 9, 2012 at 7 p.m. Items will include a discussion with the Downtown Development Authority, discussion on deer herd management and project updates; and such business as may come before the Council. No action is required on this item.

\*c.) CONSIDERATION OF MCC HOMECOMING PARADE.

Manistee Catholic Central Schools requests permission to hold their annual homecoming parade on Friday, October 12 at 5 p.m. The parade would form at River/Division and end at Water Street. They expect 20 units and approximately 40 walkers.

At this time Council could take action to authorize the Manistee Catholic Schools Homecoming Parade on Friday, October 12, 2012.

\*d.) CONSIDERATION OF ANNUAL FIRE PREVENTION WEEK PARADE.

The Manistee County Fire Fighters Association requests permission to conduct their annual Fire Prevention Week parade on Saturday, October 6, 2012. The parade would assemble at 11 a.m. at Division and River Streets, travel west on River Street to Maple Street, turn south and travel to Twelfth Street, ending at Manistee Catholic Central.

At this time Council could take action to authorize the annual Fire Prevention Week parade on Saturday, October 6, 2012.

\*e.) CONSIDERATION OF BOOS, BREWS & BRATS FESTIVAL.

The Manistee Main Street Downtown Development Authority volunteer committee requests authorization to host the Boos, Brews & Brats Festival on Saturday, October 27, 2012 in downtown Manistee. A full agenda for the day includes a farmers market (tentative), music, kid events, costume parade for kids and adults, a beer/music tent and a 1 mile Zombie Walk/Run (tentative route attached).

At this time Council could take action to authorize the Boos, Brews & Brats Festival to be held in downtown Manistee on October 27, 2012 with required fencing and street closures.

**X. Concerns and Comments.**

- a.) CITIZEN COMMENT. This is an opportunity for citizens to comment on municipal affairs. Citizens in attendance may be recognized by the Mayor for comments. Citizen comments are not limited to agenda items but should be directed toward municipal services, activities or areas of involvement.

b.) OFFICIALS AND STAFF.

c.) COUNCILMEMBERS.

**XI. Adjourn.**

MDD:cl

**COUNCIL AGENDA ATTACHMENTS:**

Council Meeting Minutes – September 18, 2012  
Cash Balances Report  
Riverfront Leases  
12-05 PEG Commission Ordinance Amendment  
Ordinance Committee Minutes 9/24/12  
Z12-04 Zoning Ordinance Amendment  
Z12-06 Zoning Ordinance Amendment  
Z12-07 Zoning Ordinance Amendment  
Z12-08 Zoning Ordinance Amendment  
Mooney License Agreement  
MCC Homecoming Parade Request  
Fire Prevention Week Parade Request  
Boos, Brews & Brats Event Request

**PROCEEDINGS OF THE MANISTEE CITY COUNCIL – September 18, 2012**

A regular meeting of the Manistee City Council was called to order by her honor, Mayor Colleen Kenny on Tuesday, September 18, 2012 at 7:00 p.m. in the City Hall Council Chambers, 70 Maple Street, followed by the Pledge of Allegiance.

**PRESENT:** Colleen Kenny, Sid Scrimger, Robert Hornkohl, Ilona Haydon, Catherine Zaring, Beth Adams, and Alan Marshall.

**ALSO PRESENT:** City Manager – Mitch Deisch, City Attorney – George Saylor, City Clerk – Michelle Wright, Community Development Director – Jon Rose, Finance Director – Ed Bradford, and Public Safety Director – Dave Bachman.

**CITIZEN COMMENTS ON AGENDA RELATED ITEMS.**

*None received.*

**CONSENT AGENDA.**

- Minutes - September 4, 2012 - Regular Meeting  
- September 11, 2012 - Work Session
- Payroll - September 3 – 16, 2012 - \$ 109,657.36
- Monthly Bills - August 9, 2012 - \$1,488,141.66  
- August 15, 2012 - \$ 63,384.12  
- August 28, 2012 - \$5,612,466.20
- Notification Regarding Next Work Session – October 9, 2012  
Items will include a discussion with the Downtown Development Authority, discussion on deer herd management and project updates; and such business as may come before the Council.
- Consideration of Annual Paint the Town Pink Walk.  
The West Shore Healthcare Foundation is requesting to conduct their annual Paint the Town Pink Walk on Thursday, October 18, 2012 beginning at Cornerstone Park. Social hour will be from 4 to 5 p.m., with a short ceremony to follow. Following the ceremony participants will walk the Riverwalk to the House of Flavors and then follow River Street back to Cornerstone Park. Businesses and organizations will be offered the opportunity to host “pit stops” along the walk and River Street merchants will be asked to decorate in pink for the cause.

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

With a roll call vote this motion passed unanimously.

AYES: Kenny, Scrimger, Hornkohl, Haydon, Zaring, Adams, and Marshall  
NAYS: None

**CONSIDERATION OF HUD RECOVERY AGREEMENT AND ACTION PLAN FOR THE MANISTEE HOUSING COMMISSION.**

The Manistee Housing Commission, through the U.S. Department of Housing and Urban Development (HUD), received notification of a financially troubled status. The City of Manistee was requested by HUD to partner with the Housing Commission to rectify the troubled status. A Financial Recovery Plan was created and ultimately approved by the Manistee Housing Commission Board of Commissioners by Resolution 2011-04. With Housing Commission Resolution 2012-18 the Board of Commissioners has further authorized the President of the Board and the Executive Director of the Housing Commission to execute the HUD Recovery Agreement.

The City of Manistee is being asked to partner with the Housing Commission in the completion of the Action Plan. Section XXIV of the Recovery Agreement states:

“The City of Manistee, through its Appointing Authority, acknowledges the importance of effective governance as part of the recovery and sustainability of the Manistee Housing Commission. As a signatory of this Agreement, the City of Manistee commits to oversee and monitor its duly appointed agents, the appointees to the Manistee Housing Commission Governing Board, in the discharge of their duties. Upon the discovery of any failure of the Manistee Housing Commission Board to discharge its duties under this Agreement, the City of Manistee will take all necessary steps to correct the Board's actions or omissions and ensure compliance with the terms of this Agreement.”

MOTION by Haydon, second by Zaring to authorize the Mayor and City Clerk to execute the Manistee Housing Commission HUD Recovery Agreement. The Housing Commission Director gave the background to this situation and steps being taken to correct it.

After further discussion a roll call vote was taken, motion passed unanimously.

AYES: Kenny, Scrimger, Hornkohl, Haydon, Zaring, Adams, and Marshall  
NAYS: None

**CONSIDERATION OF MNRTF DEVELOPMENT PROJECT AGREEMENT, FIRST STREET BEACH HOUSE DEVELOPMENT.**

The Michigan Department of Natural Resources (MNRTF) approved the City of Manistee’s request for a \$280,000 grant to assist in funding the First Street Beach House Development. A Council resolution is required as an attachment to the MNRTF Development Project Agreement. The City Attorney has reviewed and approved the agreement.

MOTION by Haydon, second by Hornkohl to adopt a resolution accepting the terms of the Michigan Department of Natural Resources Trust Fund Development Project Agreement and authorize the Mayor and City Clerk to execute the necessary documents.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Scrimger, Hornkohl, Haydon, Zaring, Adams, and Marshall  
NAYS: None

**CONSIDERATION OF JOSLIN COVE WATER MAIN LOOP BID AND EASEMENT.**

On March 15, 2010 two bids were received to finish the Joslin Cove Water Main Loop. The bids were as follows:

Swidorski Brothers	\$34,400
Elmer's	\$37,656

Swidorski Brothers submitted the low bid for the project and agree to honor the bid of \$34,400.

In accordance with the Development Agreement between the City and the Developers, the Developers have provided a Utility Easement to the City. This Easement needs to be accepted by the City to proceed with the project. The City Attorney has reviewed and approved the contract and the easement.

MOTION by Hornkohl, second by Marshall to accept the easement and bid from Swidorski Brothers to finish the Joslin Cove Water Main Loop for a cost of \$34,400; and further authorize the Mayor and City Clerk to execute the necessary documents. Discussion followed.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Scrimger, Hornkohl, Haydon, Zaring, Adams, and Marshall  
NAYS: None

**CONSIDERATION OF AGREEMENT TO PROVIDE SERVICES, OAK GROVE CREMATION CENTER, INC.**

The City of Manistee approved an Agreement to Provide Services to Mowry Buick Pontiac Oldsmobile, Inc. at 309 Parkdale Avenue in 1992. This agreement allowed connection to the City sewer line that runs in front of the property.

Oak Grove Cremation Center, Inc. has purchased the property at 309 Parkdale Avenue and is in the process of constructing a new Funeral Home and would like to connect to City water also. The City Attorney has prepared a new Agreement to Provide Services that would allow Oak Grove Cremation Center, Inc., 309 Parkdale Avenue to connect to both City water and sewer.

MOTION by Haydon, second by Hornkohl to approve the request from Oak Grove Cremation Center, Inc., 309 Parkdale Avenue to connect to City water and sewer; and authorize the Mayor and City Clerk to execute the necessary documents. Ryan Kieszkowski of Oak Grove Cremation Center addressed questions raised by Councilmembers.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Scrimger, Hornkohl, Haydon, Zaring, Adams, and Marshall  
NAYS: None

**CONSIDERATION OF REMOVAL AND INSTALLATION OF NEW FENCING AT RIETZ PARK BALL DIAMOND.**

The City of Manistee / Manistee Saints received a Local Revenue Sharing Board grant in the amount of \$45,800 for improvements to Rietz Park Baseball Diamond. A portion of the money received is to remove the old fencing and replace the perimeter fencing around the entire diamond. The existing fence is more than twenty years old and failing in numerous locations; creating safety issues. Bids were received and opened on August 30, 2012. One bid was received from Straight Fence in the amount of \$33,900.

Straight Fence has signed a letter of agreement. The City Attorney is in the process of preparing a formal contract. Once the contract is completed it will be forwarded to Council for their review.

MOTION by Hornkohl, second by Marshall to award a contract to Straight Fence for the removal and installation of new fencing at Rietz Park in the amount of \$33,900; and further authorize the Mayor and City Clerk to execute the documents.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Scrimger, Hornkohl, Haydon, Zaring, Adams, and Marshall  
NAYS: None

**CONSIDERATION OF APPLICATIONS TO BOARDS AND COMMISSIONS.**

The City Clerk has taken action to advertise vacancies on the Brownfield Redevelopment Authority, Compensation Commission, and the Zoning Board of Appeals. The following applications have been received:

**BROWNFIELD REDEVELOPMENT AUTHORITY** – One unexpired term ending 6/30/14, Mayoral appointment.

*None received.*

**COMPENSATION COMMISSION** – Two vacancies, five year term ending 9/30/17, Mayoral appointment.

*None received.*

**ZONING BOARD OF APPEALS** – One vacancy (alternate member), unexpired term ending 5/31/15, Mayoral appointment.

*None received.*

Mayor Kenny asked that these positions be advertised again.

**A REPORT FROM THE ALLIANCE FOR ECONOMIC SUCCESS.**

Mr. Tim Ervin reported on the activities of the Alliance for Economic Success and responded to questions the Council had regarding their activities.

**CITIZEN COMMENT.**

Julie Raymond and Nancy Day spoke on the Paint the Town Pink event to be held Thursday, October 18, 2012.

**OFFICIALS AND STAFF.**

Deisch gave an update on the interceptor cleaning. He also stated that Council meeting agendas and packets are available on the City's website and on Facebook.

**COUNCILMEMBERS.**

Adams asked for an update on the Utility Director position and insurance provider bids.

**ADJOURN.**

MOTION to adjourn was made by Hornkohl, second by Marshall. Meeting adjourned at 8:02 p.m.

Michelle Wright MMC / CPFA, MICPT  
City Clerk/Deputy Treasurer

DRAFT

CASH TRANSACTIONS REPORT

08/31/2012

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9:49 am

MONTH: AUGUST

City of Manistee

Account Number	Beginning Balance	Debit	Credit	Ending Balance
<b>Fund: 100 - AIP PAYING FUND</b>				
001.000 Cash	4,652.12	7,164,499.54	7,164,427.73	4,723.93
Fund: 100	4,652.12	7,164,499.54	7,164,427.73	4,723.93
<b>Fund: 101 - GENERAL FUND</b>				
001.000 Cash	981,983.64	3,129,849.90	1,456,012.40	2,655,821.14
001.002 Cash - Escrow	140,764.94	7,000.00	66,311.05	81,453.89
004.000 Cash - Petty	800.00	0.00	0.00	800.00
017.000 MBIA Mi Class Inv	57,061.21	8.85	0.00	57,070.06
Fund: 101	1,180,609.79	3,136,858.75	1,522,323.45	2,795,145.09
<b>Fund: 202 - MAJOR STREET FUND</b>				
001.000 Cash	-3,756.03	217,566.32	175,838.76	37,971.53
Fund: 202	-3,756.03	217,566.32	175,838.76	37,971.53
<b>Fund: 203 - LOCAL STREET FUND</b>				
001.000 Cash	22,538.04	61,157.92	73,203.94	10,492.02
Fund: 203	22,538.04	61,157.92	73,203.94	10,492.02
<b>Fund: 204 - STREET IMPROVEMENT FUND</b>				
001.000 Cash	112,288.95	73.48	0.00	112,362.43
Fund: 204	112,288.95	73.48	0.00	112,362.43
<b>Fund: 226 - CITY REFUSE FUND</b>				
001.000 Cash	18,401.68	175,917.13	61,582.45	132,736.36
001.030 Cash Mgt Chk	223,775.65	9.48	0.00	223,785.13
Fund: 226	242,177.33	175,926.61	61,582.45	356,521.49
<b>Fund: 243 - BROWNFIELD REDEVELOPMENT AUTHO</b>				
001.000 Cash	49,861.54	158,359.25	164,520.75	43,700.04
017.000 MBIA Mi Class Inv	138,148.35	21.47	0.00	138,169.82
Fund: 243	188,009.89	158,380.72	164,520.75	181,869.86
<b>Fund: 245 - OIL &amp; GAS FUND</b>				
001.000 Cash	106,326.64	9,978.31	0.00	116,304.95
001.020 Money Market	411,274.63	0.00	0.00	411,274.63
003.000 CD	750,000.00	0.00	0.00	750,000.00
Fund: 245	1,267,601.27	9,978.31	0.00	1,277,579.58
<b>Fund: 249 - BUILDING INSPECTOR</b>				
001.000 Cash	15,980.53	742.99	1,481.89	15,241.63
Fund: 249	15,980.53	742.99	1,481.89	15,241.63
<b>Fund: 251 - EPA GRANT - PETROLEUM</b>				
001.000 Cash	13,904.52	0.00	6,335.46	7,569.06
Fund: 251	13,904.52	0.00	6,335.46	7,569.06
<b>Fund: 252 - EPA GRANT - HAZARDOUS</b>				
001.000 Cash	39,813.20	0.00	7,160.78	32,652.42
Fund: 252	39,813.20	0.00	7,160.78	32,652.42
<b>Fund: 275 - GRANT MANAGEMENT FUND</b>				
001.000 Cash	436,510.54	0.00	30,223.97	406,286.57
Fund: 275	436,510.54	0.00	30,223.97	406,286.57
<b>Fund: 290 - PEG COMMISSION</b>				
001.000 Cash	6,955.87	1,497.28	7,006.47	1,446.68
Fund: 290	6,955.87	1,497.28	7,006.47	1,446.68

**CASH TRANSACTIONS REPORT**  
08/31/2012

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MONTH: AUGUST  
City of Manistee

Account Number	Beginning Balance	Debit	Credit	Ending Balance
<b>Fund: 296 - RAMSDELL THEATRE</b>				
001.000 Cash	8,559.69	86,214.16	44,175.26	50,598.59
001.020 Money Market	27,436.38	1.16	0.00	27,437.54
004.000 Cash - Petty	300.00	0.00	0.00	300.00
Fund: 296	<u>36,296.07</u>	<u>86,215.32</u>	<u>44,175.26</u>	<u>78,336.13</u>
<b>Fund: 297 - RAMSDELL RESTORATION PROJECT</b>				
001.000 Cash	2,365.41	0.00	4,928.80	-2,563.39
Fund: 297	<u>2,365.41</u>	<u>0.00</u>	<u>4,928.80</u>	<u>-2,563.39</u>
<b>Fund: 401 - 2010 CAPITAL IMPROVEMENT BONDS</b>				
001.000 Cash	11,831.84	1.45	0.00	11,833.29
Fund: 401	<u>11,831.84</u>	<u>1.45</u>	<u>0.00</u>	<u>11,833.29</u>
<b>Fund: 430 - CAPITAL IMPROVEMENT FUND</b>				
001.000 Cash	123,383.53	32,260.26	129,231.50	26,412.29
Fund: 430	<u>123,383.53</u>	<u>32,260.26</u>	<u>129,231.50</u>	<u>26,412.29</u>
<b>Fund: 490 - RENAISSANCE PARK</b>				
001.000 Cash	12,320.20	1.51	0.00	12,321.71
Fund: 490	<u>12,320.20</u>	<u>1.51</u>	<u>0.00</u>	<u>12,321.71</u>
<b>Fund: 508 - BOAT RAMP FUND</b>				
001.000 Cash	11,397.12	9,844.93	5,498.75	15,743.30
004.000 Cash - Petty	1,000.00	0.00	0.00	1,000.00
Fund: 508	<u>12,397.12</u>	<u>9,844.93</u>	<u>5,498.75</u>	<u>16,743.30</u>
<b>Fund: 573 - WATER &amp; SEWER UTILITY</b>				
001.000 Cash	556,930.26	328,182.29	776,366.68	108,745.87
001.002 Cash - Escrow	31,000.00	1,600.00	1,200.00	31,400.00
004.000 Cash - Petty	300.00	0.00	0.00	300.00
017.000 MBIA Mi Class Inv	488,127.74	75.83	0.00	488,203.57
Fund: 573	<u>1,076,358.00</u>	<u>329,858.12</u>	<u>777,566.68</u>	<u>628,649.44</u>
<b>Fund: 594 - MARINA FUND</b>				
001.000 Cash	26,438.43	110,638.51	87,544.10	49,532.84
004.000 Cash - Petty	300.00	0.00	0.00	300.00
Fund: 594	<u>26,738.43</u>	<u>110,638.51</u>	<u>87,544.10</u>	<u>49,832.84</u>
<b>Fund: 661 - MOTOR POOL FUND</b>				
001.000 Cash	358,638.50	47,620.74	32,728.00	373,531.24
Fund: 661	<u>358,638.50</u>	<u>47,620.74</u>	<u>32,728.00</u>	<u>373,531.24</u>
<b>Fund: 703 - CURRENT TAX COLLECTION</b>				
001.000 Cash	848,837.55	4,670,221.18	5,285,284.64	233,774.09
Fund: 703	<u>848,837.55</u>	<u>4,670,221.18</u>	<u>5,285,284.64</u>	<u>233,774.09</u>
<b>Fund: 704 - PAYROLL CLEARING FUND</b>				
001.000 Cash	31,066.36	467,781.84	472,587.58	26,260.62
001.005 Cash - NEW Flex \ HRA	8,088.18	11,436.10	11,400.07	8,124.21
001.007 Cash - Federal & State Taxes	2.54	54,464.83	54,464.34	3.03
Fund: 704	<u>39,157.08</u>	<u>533,682.77</u>	<u>538,451.99</u>	<u>34,387.86</u>
<b>Fund: 705 - DELINQUENT TAX COLLECTION</b>				
001.000 Cash	4,715.63	647.07	5,356.69	6.01
Fund: 705	<u>4,715.63</u>	<u>647.07</u>	<u>5,356.69</u>	<u>6.01</u>
Grand Totals:	<u>6,080,325.38</u>	<u>16,747,673.78</u>	<u>16,124,872.06</u>	<u>6,703,127.10</u>



Planning & Zoning  
Community Development  
231.398.2805  
Fax 231.723-1546  
[www.mansiteemi.gov](http://www.mansiteemi.gov)

## MEMORANDUM

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TO: Mitch Deisch, City Manager

FROM:  Jon R. Rose, Community Development Director

DATE: September 14, 2012

RE: Riverfront Leases

Mitch, The current ten year Riverfront Leases will expire on December 31, 2012. Staff discussed the current leases and rates with City Council at their Worksession on September 11<sup>th</sup>. We have drafted five year leases with the new rates as directed by Council as follows:

\$22.01 per foot of frontage for years 2013, 2014, 2015  
\$22.67 per foot of frontage for year 2016 (3% increase)  
\$23.35 per foot of frontage for year 2017 (3% increase)

A Council Agenda item has been prepared for Council to establish the rates for new five year leases that will run from January 1, 2013 through December 31, 2017 and authorizes the Mayor and City Clerk to execute the documents once they are accepted, signed and returned for processing.

The City Attorney has reviewed and approved the leases.

JRR:djb

**COMMERCIAL RIVERFRONT LEASE**

This agreement is entered into this \_\_\_ day of \_\_\_, 2012 between the City of Manistee (hereinafter the "LESSOR" or "CITY"), a Michigan municipal corporation, of 70 Maple Street, Manistee, Michigan, Geoffrey R. Paine and Mary C. Paine, Husband and Wife (hereinafter "LESSEE"), of 531 Broad Avenue, Manistee, Michigan;

The LESSOR does hereby demise and let on to the LESSEE, the following described premises to wit:

The north fifteen feet of Lots Six (6), Seven (7), Eight (8) and the East Thirty Three (33) feet of vacated Elm Street, EXCEPT the East fifteen (15) feet of Lot Six (6), Subdivision of Block 1, of the Mrs. C.E. Marsh's Addition to the City of Manistee, running approximately 186 feet along the meandering line of the Manistee River Channel.

Landward Parcel #51-365-701-13; commonly known as 504 Water Street  
Building on Leased Land Parcel #51-365-701-90

To have and to hold the same with full riparian rights thereunto belonging, onto the LESSEE for and during the term of five years beginning on the 1<sup>st</sup> day of January, 2013 and ending on the 31<sup>st</sup> day of December, 2017.

LESSEE shall pay to LESSOR, during the term of this Agreement:

Year	Rate x Frontage	Annual Payment
2013	\$22.01 per foot x 186 feet	\$4,094.00
2014	\$22.01 per foot x 186 feet	\$4,094.00
2015	\$22.01 per foot x 186 feet	\$4,094.00
2016	\$22.67 per foot x 186 feet	\$4,217.00
2017	\$23.35 per foot x 186 feet	\$4,343.00

Payments shall be made annually not later than May 31 of the year to which the payment applies. Payments shall be made to the City of Manistee and remitted to the City Treasurer, 70 Maple Street, Manistee, Michigan 49660. In the event the payment is not made by the due date, the City may assess interest at the rate of seven percent per annum (or portion thereof), and interpret nonpayment as cancellation of the lease by the LESSEE, at the LESSOR's option. LESSEE also agrees to pay any and all real and personal property taxes related to their use of the leased premises as the same become due. In the event the City interprets the nonpayment as cancellation, all rights of the LESSEE under the lease are immediately terminated.

1. It is understood that the City has constructed a Riverwalk across the leased premises. The City will be responsible for all maintenance of the Riverwalk, including any site amenities such as benches, waste receptacles, lighting, etc.

2. The LESSEE shall be under no obligation to undertake any work of any kind associated with the maintenance of the Riverwalk, however the LESSEE shall take no action to impair the use of the Riverwalk, nor take any action restricting the ability of the City to access the property for maintenance, repair or replacement of the Riverwalk.
3. The LESSOR and LESSEE's both acknowledge that the Riverwalk is intended to be a seasonal improvement, and is not intended for year round use. Maintenance activities by the City will therefore be seasonal and specifically do not include snow removal, lighting, waste collection and other activities during the off season.
4. The LESSEE has the opportunity to construct docks, piles, sheet piling, walkways and other improvements or structure necessary to create boat slips; subject to permits required by the City of Manistee, United States Army Corps of Engineers, Michigan Department of Environmental Quality and other authorities of competent jurisdiction. Any and all such structures or improvements shall be maintained in a clean and safe condition; necessary repairs to maintain the physical and visual integrity of the improvements shall be at the expense of the LESSEE.
5. The LESSEE covenants not to use or occupy the leased premises for any unlawful purposes, and to conform to and obey all present and future laws and ordinances and rules, regulation and requirements of governmental authorities or agencies having jurisdiction.
6. The LESSEE shall not change or alter the use of the property without the prior written consent of the City.
7. The LESSEE shall file with the City a policy of insurance showing coverage of not less than \$100,000 for any property damage, or \$500,000 for any personal injury occurring on the leased premises.
8. The LESSEE agrees to indemnify and save the LESSOR harmless from and against any loss, damage or liability occasioned by, growing out of, or arising or resulting from any tortious or negligent act on the part of the LESSEE, and its guests, employees, agents and invitees, in the maintenance of the demised premises or from any activities carried on the above demised premises.
9. The lease may not be assigned or any part thereof assigned without the prior express written consent of the LESSOR. The assignment shall not be valid until recorded with the Manistee County Register of Deeds office.
10. Failure of the LESSEE to comply with any of the covenants contained herein, shall constitute a basis for termination of the lease. In the event that LESSEE's actions have resulted in extensive and continuing damage to LESSOR's property or have created a serious and continuing health hazard, the rights of LESSEE under the this Agreement shall terminate if it does not repair the damaged and/or removed the health hazard after 7-days notice of such obligation. In all other cases, the failure of LESSEE to comply with an obligation of this Agreement shall result in termination of LESSEE's rights if the default is not cured within 60-days of receipt of notice of such default. Upon termination LESSEE shall remove all improvements, including the dismantling and removal from the premises of any docks, piling and any other improvements constructed by the LESSEE, and repair any damage to the property, all at LESSEE's expense.



LESSEE

\_\_\_\_\_  
Geoffrey R. Paine Dated

STATE OF MICHIGAN        )  
                                      : SS.  
COUNTY OF MANISTEE     )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2012, by **Geoffrey R. Paine**, who acknowledged that the foregoing was his free act and deed.

\_\_\_\_\_  
Notary Public, Manistee County, MI  
My Commission Expires:

LESSEE

\_\_\_\_\_  
Mary C. Paine Dated

STATE OF MICHIGAN        )  
                                      : SS.  
COUNTY OF MANISTEE     )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 2012, by **Mary C. Paine**, who acknowledged that the foregoing was her free act and deed.

\_\_\_\_\_  
Notary Public, Manistee County, MI  
My Commission Expires:

Prepared by:  
JON R. ROSE  
COMMUNITY DEVELOPMENT DIRECTOR  
CITY OF MANISTEE  
70 Maple Street, P.O. Box 358  
Manistee, MI 49660  
231.398-2805

**COMMERCIAL RIVERFRONT LEASE**

This agreement is entered into this \_\_\_ day of \_\_\_, 2012 between the City of Manistee (hereinafter the "LESSOR" or "CITY"), a Michigan municipal corporation, of 70 Maple Street, Manistee, Michigan, Onekama Marine, Inc., a Michigan corporation (hereinafter "LESSEE"), of 4378 Crescent Beach Road, Onekama, Michigan 49675;

The LESSOR does hereby demise and let on to the LESSEE, the following described premises to wit:

The north fifteen feet (15) of Lots seventeen (17), eighteen (18), nineteen (19), twenty (20), twenty-one (21), and twenty-two (22), Subdivision of Block 1, of the Mrs. C.E. Marsh's Addition to the City of Manistee and the north fifteen feet (15) of the sixty six foot (66) Tamarack Street right-of-way, where the Tamarack Street right-of-way intersects the Manistee River, E&J Canfield's Addition to the City of Manistee, running approximately 441 feet along the meandering line of the Manistee River Channel.

Landward Parcel #51-365-703-01; commonly known as 522 Water Street  
Landward Parcel #51-365-703-07; commonly known as 540 Water Street  
Building on Leased Land Parcel #51-365-703-90

To have and to hold the same with full riparian rights thereunto belonging, onto the LESSEE for and during the term of five years beginning on the 1<sup>st</sup> day of January, 2013 and ending on the 31<sup>st</sup> day of December, 2017.

Yielding and paying therefore, during the term aforesaid, the following amount:

Year	Rate x Frontage	Annual Payment
2013	\$22.01 per foot x 441 feet	\$9,706.00
2014	\$22.01 per foot x 441 feet	\$9,706.00
2015	\$22.01 per foot x 441 feet	\$9,706.00
2016	\$22.67 per foot x 441 feet	\$9,997.00
2017	\$23.35 per foot x 441 feet	\$10,297.00

Payments shall be made annually not later than May 31 of the year to which the payment applies. Payments shall be made to the City of Manistee and remitted to the City Treasurer, 70 Maple Street, Manistee, Michigan 49660. In the event the payment is not made by the due date, the City may assess interest at the rate of seven percent per annum (or portion thereof), and interpret nonpayment as cancellation of the lease by the LESSEE, at the LESSOR's option. LESSEE also agrees to pay any and all real and personal property taxes related to their use of the leased premises as the same become due. In the event the City interprets the nonpayment as cancellation, all rights of the LESSEE under the lease are immediately terminated.

1. It is understood that the City has constructed a Riverwalk across the leased premises. The City will be responsible for all maintenance of the Riverwalk, including any site amenities such as benches, waste receptacles, lighting, etc.
2. The LESSEE shall be under no obligation to undertake any work of any kind associated with the maintenance of the Riverwalk, however the LESSEE shall take no action to impair the use of the Riverwalk, nor take any action restricting the ability of the City to access the property for maintenance, repair or replacement of the Riverwalk.
3. The LESSOR and LESSEE's both acknowledge that the Riverwalk is intended to be a seasonal improvement, and is not intended for year round use. Maintenance activities by the City will therefore be seasonal and specifically do not include snow removal, lighting, waste collection and other activities during the off season.
4. The LESSEE has the opportunity to construct docks, piles, sheet piling, walkways and other improvements or structure necessary to create boat slips; subject to permits required by the City of Manistee, United States Army Corps of Engineers, Michigan Department of Environmental Quality and other authorities of competent jurisdiction. Any and all such structures or improvements shall be maintained in a clean and safe condition; necessary repairs to maintain the physical and visual integrity of the improvements shall be at the expense of the LESSEE.
5. The LESSEE covenants not to use or occupy the leased premises for any unlawful purposes, and to conform to and obey all present and future laws and ordinances and rules, regulation and requirements of governmental authorities or agencies having jurisdiction.
6. The LESSEE shall not change or alter the use of the property without the prior written consent of the City.
7. The LESSEE shall file with the City a policy of insurance showing coverage of not less than \$100,000 for any property damage, or \$500,000 for any personal injury occurring on the leased premises.
8. The LESSEE agrees to indemnify and save the LESSOR harmless from and against any loss, damage or liability occasioned by, growing out of, or arising or resulting from any tortious or negligent act on the part of the LESSEE, and its guests, employees, agents and invitees, in the maintenance of the demised premises or from any activities carried on the above demised premises.
9. The lease may not be assigned or any part thereof assigned without the prior express written consent of the LESSOR. The assignment shall not be valid until recorded with the Manistee County Register of Deeds office.
10. Failure of the LESSEE to comply with any of the covenants contained herein, shall constitute a basis for termination of the lease. In the event that LESSEE's actions have resulted in extensive and continuing damage to LESSOR's property or have created a serious and continuing health hazard, the rights of LESSEE under the this Agreement shall terminate if it does not repair the damaged and/or removed the health hazard after 7-days notice of such obligation. In all other cases, the failure of LESSEE to comply with an obligation of this Agreement shall result in termination of LESSEE's rights if the default is not cured within 60-days of receipt of notice of such default. Upon termination LESSEE shall remove all improvements, including the dismantling and removal from the premises of any docks, piling and any





**COMMERCIAL RIVERFRONT LEASE**

This agreement is entered into this \_\_\_ day of \_\_\_, 2012 between the City of Manistee (hereinafter the "LESSOR" or "CITY"), a Michigan municipal corporation, of 70 Maple Street, Manistee, Michigan, Little River Management, LLC, a Michigan limited liability company (hereinafter "LESSEE"), of 1820 Maple Road, Manistee, Michigan;

The LESSOR does hereby demise and let on to the LESSEE, the following described premises to wit:

The North fifteen feet of Lots nine (9), ten (10), eleven (11), twelve (12), thirteen (13), and fourteen (14) and the East one-half (1/2) of lot fifteen (15), Subdivision of Block 1, of the Mrs. C.E. Marsh's Addition to the City of Manistee.

Landward Parcel #51-365-702-01; commonly known as 520 Water Street

To have and to hold the same with full riparian rights thereunto belonging, onto the LESSEE for and during the term of five years beginning on the 1<sup>st</sup> day of January, 2013 and ending on the 31<sup>st</sup> day of December, 2017.

LESSEE shall pay to LESSOR , during the term of this Agreement:

Year	Rate x Frontage	Annual Payment
2013	\$22.01 per foot x 230 feet	\$5,062.00
2014	\$22.01 per foot x 230 feet	\$5,062.00
2015	\$22.01 per foot x 230 feet	\$5,062.00
2016	\$22.67 per foot x 230 feet	\$5,214.00
2017	\$23.35 per foot x 230 feet	\$5,370.00

Payments shall be made annually not later than May 31 of the year to which the payment applies. Payments shall be made to the City of Manistee and remitted to the City Treasurer, 70 Maple Street, Manistee, Michigan 49660. In the event the payment is not made by the due date, the City may assess interest at the rate of seven percent per annum (or portion thereof), and interpret nonpayment as cancellation of the lease by the LESSEE, at the LESSOR's option. LESSEE also agrees to pay any and all real and personal property taxes related to their use of the leased premises as the same become due. In the event the City interprets the nonpayment as cancellation, all rights of the LESSEE under the lease are immediately terminated.

1. It is understood that the City has constructed a Riverwalk across the leased premises. The City will be responsible for all maintenance of the Riverwalk, including any site amenities such as benches, waste receptacles, lighting, etc.

2. The LESSEE shall be under no obligation to undertake any work of any kind associated with the maintenance of the Riverwalk, however the LESSEE shall take no action to impair the use of the Riverwalk, nor take any action restricting the ability of the City to access the property for maintenance, repair or replacement of the Riverwalk.
3. The LESSOR and LESSEE's both acknowledge that the Riverwalk is intended to be a seasonal improvement, and is not intended for year round use. Maintenance activities by the City will therefore be seasonal and specifically do not include snow removal, lighting, waste collection and other activities during the off season.
4. The LESSEE has the opportunity to construct docks, piles, sheet piling, walkways and other improvements or structure necessary to create boat slips; subject to permits required by the City of Manistee, United States Army Corps of Engineers, Michigan Department of Environmental Quality and other authorities of competent jurisdiction. Any and all such structures or improvements shall be maintained in a clean and safe condition; necessary repairs to maintain the physical and visual integrity of the improvements shall be at the expense of the LESSEE.
5. The LESSEE covenants not to use or occupy the leased premises for any unlawful purposes, and to conform to and obey all present and future laws and ordinances and rules, regulation and requirements of governmental authorities or agencies having jurisdiction.
6. The LESSEE shall not change or alter the use of the property without the prior written consent of the City.
7. The LESSEE shall file with the City a policy of insurance showing coverage of not less than \$100,000 for any property damage, or \$500,000 for any personal injury occurring on the leased premises.
8. The LESSEE agrees to indemnify and save the LESSOR harmless from and against any loss, damage or liability occasioned by, growing out of, or arising or resulting from any tortious or negligent act on the part of the LESSEE, and its guests, employees, agents and invitees, in the maintenance of the demised premises or from any activities carried on the above demised premises.
9. The lease may not be assigned or any part thereof assigned without the prior express written consent of the LESSOR. The assignment shall not be valid until recorded with the Manistee County Register of Deeds office.
10. Failure of the LESSEE to comply with any of the covenants contained herein, shall constitute a basis for termination of the lease. In the event that LESSEE's actions have resulted in extensive and continuing damage to LESSOR's property or have created a serious and continuing health hazard, the rights of LESSEE under the this Agreement shall terminate if it does not repair the damaged and/or removed the health hazard after 7-days notice of such obligation. In all other cases, the failure of LESSEE to comply with an obligation of this Agreement shall result in termination of LESSEE's rights if the default is not cured within 60-days of receipt of notice of such default. Upon termination LESSEE shall remove all improvements, including the dismantling and removal from the premises of any docks, piling and any other improvements constructed by the LESSEE, and repair any damage to the property, all at LESSEE's expense.





### COMMERCIAL RIVERFRONT LEASE

This agreement is entered into this \_\_\_ day of \_\_\_\_, 2012 between the City of Manistee (hereinafter the "LESSOR" or "CITY"), a Michigan municipal corporation, of 70 Maple Street, Manistee, Michigan, Paul Schlafley and Amy Schlafley, Husband and Wife (hereinafter "LESSEE"), of 4714 Red Apple Road, Manistee, Michigan;

The LESSOR does hereby demise and let on to the LESSEE, the following described premises to wit:

That portion of the East 33 feet of the Cedar Street right-of-way extended to the Manistee River, which is North of the public Riverwalk, Part of the Subdivision of Block 1, of the Mrs. C.E. Marsh's Addition to the City of Manistee.

Landward Parcel #51-365-702-14; commonly known as 85 Cedar Street

To have and to hold the same with full riparian rights thereunto belonging, onto the LESSEE for and during the term of five years beginning on the 1<sup>st</sup> day of January, 2013 and ending on the 31<sup>st</sup> day of December, 2017.

During the term aforesaid, the LESSEE shall pay the following amounts for the rental of the above described premises:

2013 through 2017 inclusive, \$1.00 per year.

The consideration for this Lease is \$1.00 per year, based upon the previous grant by Lessee of an easement to Lessor over adjoining property.

Payments shall be made annually not later than May 31 of the year to which the payment applies. Payments shall be made to the City of Manistee and remitted to the City Treasurer, 70 Maple Street, Manistee, Michigan 49660. In the event the payment is not made by the due date, the City may assess interest at the rate of seven percent per annum (or portion thereof), and interpret nonpayment as cancellation of the lease by the LESSEE, at the LESSOR's option. LESSEE also agrees to pay any and all real and personal property taxes related to their use of the leased premises as the same become due. In the event the City interprets the nonpayment as cancellation, all rights of the LESSEE under the lease are immediately terminated.

1. It is understood that the City has constructed a Riverwalk across the leased premises. The City will be responsible for all maintenance of the Riverwalk, including any site amenities such as benches, waste receptacles, lighting, etc.
2. The LESSEE shall be under no obligation to undertake any work of any kind associated with the maintenance of the Riverwalk, however the LESSEE shall take no action to impair the use of the Riverwalk, nor take any action restricting the ability of the City to access the property for maintenance,

repair or replacement of the Riverwalk.

3. The LESSOR and LESSEE's both acknowledge that the Riverwalk is intended to be a seasonal improvement, and is not intended for year round use. Maintenance activities by the City will therefore be seasonal and specifically do not include snow removal, lighting, waste collection and other activities during the off season.
4. The LESSEE has the opportunity to construct docks, piles, sheet piling, walkways and other improvements or structure necessary to create boat slips; subject to permits required by the City of Manistee, United States Army Corps of Engineers, Michigan Department of Environmental Quality and other authorities of competent jurisdiction. Any and all such structures or improvements shall be maintained in a clean and safe condition; necessary repairs to maintain the physical and visual integrity of the improvements shall be at the expense of the LESSEE.
5. The LESSEE covenants not to use or occupy the leased premises for any unlawful purposes, and to conform to and obey all present and future laws and ordinances and rules, regulation and requirements of governmental authorities or agencies having jurisdiction.
6. The LESSEE shall not change or alter the use of the property without the prior written consent of the City.
7. The LESSEE shall file with the City a policy of insurance showing coverage of not less than \$100,000 for any property damage, or \$500,000 for any personal injury occurring on the leased premises.
8. The LESSEE agrees to indemnify and save the LESSOR harmless from and against any loss, damage or liability occasioned by, growing out of, or arising or resulting from any tortious or negligent act on the part of the LESSEE, and its guests, employees, agents and invitees, in the maintenance of the demised premises or from any activities carried on the above demised premises.
9. The lease may not be assigned or any part thereof assigned without the prior express written consent of the LESSOR. The assignment shall not be valid until recorded with the Manistee County Register of Deeds office.
10. Failure of the LESSEE to comply with any of the covenants contained herein, shall constitute a basis for termination of the lease. In the event that LESSEE's actions have resulted in extensive and continuing damage to LESSOR's property or have created a serious and continuing health hazard, the rights of LESSEE under the this Agreement shall terminate if it does not repair the damaged and/or removed the health hazard after 7-days notice of such obligation. In all other cases, the failure of LESSEE to comply with an obligation of this Agreement shall result in termination of LESSEE's rights if the default is not cured within 60-days of receipt of notice of such default. Upon termination LESSEE shall remove all improvements, including the dismantling and removal from the premises of any docks, piling and any other improvements constructed by the LESSEE, and repair any damage to the property, all at LESSEE's expense.





### COMMERCIAL RIVERFRONT LEASE

This agreement is entered into this \_\_\_ day of \_\_\_, 2012 between the City of Manistee (hereinafter the "LESSOR" or "CITY"), a Michigan municipal corporation, of 70 Maple Street, Manistee, Michigan, Denis R. Johnson and Emmy L. Johnson, Husband and Wife (hereinafter "LESSEE"), of 464 Fifth Street, Manistee, Michigan;

The LESSOR does hereby demise and let on to the LESSEE, the following described premises to wit:

The north fifteen feet of Lot One (1) and Two (2) and extension thereof to the water's edge of Clara E. Marsh's Addition to the City of Manistee, Michigan. Running approximately 100 feet.

Landward Parcel #51-365-701-01; commonly known as 480 Water Street

To have and to hold the same with full riparian rights thereunto belonging, onto the LESSEE for and during the term of five years beginning on the 1<sup>st</sup> day of January, 2013 and ending on the 31<sup>st</sup> day of December, 2017.

During the term aforesaid, the LESSEE shall pay the following amounts for the rental of the above described premises:

2013 through 2017 inclusive, \$1.00 per year.

The consideration for this Lease is \$1.00 per year, based upon the previous grant by Lessee of an easement to Lessor over adjoining property.

Payments shall be made annually not later than May 31 of the year to which the payment applies. Payments shall be made to the City of Manistee and remitted to the City Treasurer, 70 Maple Street, Manistee, Michigan 49660. In the event the payment is not made by the due date, the City may assess interest at the rate of seven percent per annum (or portion thereof), and interpret nonpayment as cancellation of the lease by the LESSEE, at the LESSOR's option. LESSEE also agrees to pay any and all real and personal property taxes related to their use of the leased premises as the same become due. In the event the City interprets the nonpayment as cancellation, all rights of the LESSEE under the lease are immediately terminated.

1. It is understood that the City has constructed a Riverwalk across the leased premises. The City will be responsible for all maintenance of the Riverwalk, including any site amenities such as benches, waste receptacles, lighting, etc.
2. The LESSEE shall be under no obligation to undertake any work of any kind associated with the maintenance of the Riverwalk, however the LESSEE shall take no action to impair the use of the Riverwalk, nor take any action restricting the ability of the City to access the property for maintenance,

repair or replacement of the Riverwalk.

3. The LESSOR and LESSEE's both acknowledge that the Riverwalk is intended to be a seasonal improvement, and is not intended for year round use. Maintenance activities by the City will therefore be seasonal and specifically do not include snow removal, lighting, waste collection and other activities during the off season.
4. The LESSEE has the opportunity to construct docks, piles, sheet piling, walkways and other improvements or structure necessary to create boat slips; subject to permits required by the City of Manistee, United States Army Corps of Engineers, Michigan Department of Environmental Quality and other authorities of competent jurisdiction. Any and all such structures or improvements shall be maintained in a clean and safe condition; necessary repairs to maintain the physical and visual integrity of the improvements shall be at the expense of the LESSEE.
5. The LESSEE covenants not to use or occupy the leased premises for any unlawful purposes, and to conform to and obey all present and future laws and ordinances and rules, regulation and requirements of governmental authorities or agencies having jurisdiction.
6. The LESSEE shall not change or alter the use of the property without the prior written consent of the City.
7. The LESSEE shall file with the City a policy of insurance showing coverage of not less than \$100,000 for any property damage, or \$500,000 for any personal injury occurring on the leased premises.
8. The LESSEE agrees to indemnify and save the LESSOR harmless from and against any loss, damage or liability occasioned by, growing out of, or arising or resulting from any tortious or negligent act on the part of the LESSEE, and its guests, employees, agents and invitees, in the maintenance of the demised premises or from any activities carried on the above demised premises.
9. The lease may not be assigned or any part thereof assigned without the prior express written consent of the LESSOR. The assignment shall not be valid until recorded with the Manistee County Register of Deeds office.
10. Failure of the LESSEE to comply with any of the covenants contained herein, shall constitute a basis for termination of the lease. In the event that LESSEE's actions have resulted in extensive and continuing damage to LESSOR's property or have created a serious and continuing health hazard, the rights of LESSEE under the this Agreement shall terminate if it does not repair the damaged and/or removed the health hazard after 7-day's notice of such obligation. In all other cases, the failure of LESSEE to comply with an obligation of this Agreement shall result in termination of LESSEE's rights if the default is not cured within 60-days of receipt of notice of such default. Upon termination LESSEE shall remove all improvements, including the dismantling and removal from the premises of any docks, piling and any other improvements constructed by the LESSEE, and repair any damage to the property, all at LESSEE's expense.





## RESIDENTIAL RIVERFRONT LEASE

This Agreement is entered into this \_\_\_ day of \_\_\_\_, 2012 between the City of Manistee (hereinafter the "LESSOR" or "CITY"), a Michigan municipal corporation, of 70 Maple Street, Manistee, Michigan, and Michael K. Lemon and Karen E. Lemon (hereinafter "LESSEE") husband and wife, as tenants by the entireties, of 47265 Beechcrest Ct., Plymouth, MI 48170-3405

The LESSOR does hereby demise and let on to the LESSEE, the following described premises to wit:

Part of LESSOR's land lying directly north of the following description:

Commencing at the SE corner of Lot 1, Block 1 E & J Canfield's addition to the Village (now City) of Manistee, thence N 2° 55' W 105.383 ft to POB, thence N 2° 55' W 67.33 ft, thence S 75° 18' 30" W 51 feet, thence S 2° 55' E 67.33 feet, thence N 75° 18' 30" E 51 ft to POE, Section 11, T21N R17W, City of Manistee. Commonly known as the unimproved extension of Water Street right-of-way, located immediately North of the LESSEE's property extending LESSEE's Western and Eastern boundary's North.

The property being leased is 15 feet on each side of the existing dock owned by LESSEE, extending fifteen (15) feet southerly from the Manistee River Channel, landward, and is North of the parcel described above.

Subject to the right-of-way of the City of Manistee for maintenance, repair or replacement of the City sewer line, described as commencing at the SE corner of Lot 1, Block 1 of Edmund & John Canfield's Addition to the Village (now City) of Manistee, thence N 2° 65' W 199.66 feet for POB and the center line of the City sewer line, the S 75° 18' 30" W 655 feet more or less, thence S 100 ft more or less to the POE. Any structures placed within the City's property by LESSEE, as otherwise permitted under this Lease Agreement, are subject to the requirement to move, re-locate or reposition where necessary for the LESSOR's maintenance, repair or replacement of the City sewer line, at LESSEE's cost.

Landward Parcel ID# 51-340-701-01; commonly known as 546 First Street.

To have and to hold the same with full riparian rights thereunto belonging, onto the LESSEE for and during the term of five years beginning on the 1<sup>st</sup> day of January, 2013 and ending on the 31<sup>st</sup> day of December, 2017.

LESSEE shall pay to LESSOR, during the term of this Lease Agreement:

Year	Rate x Frontage	Annual Payment
2013	\$22.01 per foot x 30 feet	\$660.00
2014	\$22.01 per foot x 30 feet	\$660.00
2015	\$22.01 per foot x 30 feet	\$660.00
2016	\$22.67 per foot x 30 feet	\$680.00
2017	\$23.35 per foot x 30 feet	\$700.00

Payments shall be made annually not later than May 31 of the year to which the payment applies. Payments shall be made to the City of Manistee and remitted to the City Treasurer, 70 Maple Street, Manistee, Michigan 49660. In the event the payment is not made by the due date, the City may assess interest at the rate of seven percent per year, and/or interpret nonpayment as cancellation of the lease by the LESSEE, at the LESSOR's option. Lessee also agrees to pay any and all real and personal property taxes related to their use of the leased premises as the same become due. In the event the City interprets the nonpayment as cancellation, all rights of the LESSEE under the lease are immediately terminated.

1. It is understood that the City has constructed a Riverwalk across the leased premises. The City will be responsible for all maintenance of the Riverwalk, including any site amenities such as benches, waste receptacles, lighting, etc.
2. The LESSEE shall be under no obligation to undertake any work of any kind associated with the maintenance of the however the LESSEE shall take no action to impair the use of the Riverwalk, nor take any action restricting the ability of the City to access the property for maintenance, repair or replacement of the Riverwalk.
3. The LESSOR and LESSEE's both acknowledge that the Riverwalk is intended to be a seasonal improvement, and is not intended for year round use. Maintenance activities by the City will therefore be seasonal and specifically do not include snow removal, lighting, waste collection and other activities during the off season.
4. The LESSEE has the opportunity to construct a single dock, piles, sheet piling, walkways and other improvements or structure necessary to create boat slips; subject to permits required by the City of Manistee, United States Army Corps of Engineers, Michigan Department of Environmental Quality and other authorities of competent jurisdiction. Any and all such structures or improvements shall be maintained in a clean and safe condition; necessary repairs to maintain the physical and visual integrity of the improvements shall be at the expense of the LESSEE.
5. The LESSEE covenants not to use or occupy the leased premises for any unlawful purposes, and to conform to and obey all present and future laws and ordinances and rules, regulation and requirements of governmental authorities or agencies having jurisdiction.
6. The LESSEE shall not change or alter the use of the property without the prior written consent of the City.
7. The LESSEE shall file with the City a policy of insurance showing coverage of not less than \$100,000 for any property damage, or \$500,000 for any personal injury occurring on the leased premises.
8. The LESSEE agrees to indemnify and save the LESSOR harmless from and against any loss, damage or liability occasioned by, growing out of, or arising or resulting from any tortious or negligent act on the





RESIDENTIAL RIVERFRONT LEASE

This Agreement is entered into this \_\_\_ day of \_\_\_\_, 2012 between the City of Manistee (hereinafter the "LESSOR" or "CITY"), a Michigan municipal corporation, of 70 Maple Street, Manistee, Michigan, and Pauline Meister, (hereinafter "LESSEE") a woman, 552 First Street, Manistee, Michigan

The LESSOR does hereby demise and let on to the LESSEE, the following described premises to wit:

Part of LESSOR's land lying directly north of the following description:

Part of parcel lying north of and adjacent to Riverside Subdivision, Lot 2, said parcel extending to the Manistee River, that part of said parcel extending 15 feet from the river bank, landward, in a southerly direction, that part of said parcel being 30 feet, extending easterly and westerly along the river bank, which encompasses LESSEE'S dockage.

Subject to the right-of-way of the City of Manistee for maintenance, repair or replacement of the City sewer line, described as commencing at the SE corner of Lot 1, Block 1 of Edmund & John Canfield's Addition to the Village (now City) of Manistee, thence N 2 ° 65' W 199.66 feet for POB and the center line of the City sewer line, the S 75° 18' 30" W 655 feet more or less, thence S 100 ft more or less to the POE. Any structures placed within the City's property by LESSEE, as otherwise permitted under this Lease Agreement, are subject to the requirement to move, re-locate or reposition where necessary for the LESSOR's maintenance, repair or replacement of the City sewer line, at LESSEE's cost.

Landward Parcel ID# 51-370-701-01: Commonly known as 552 First Street.

To have and to hold the same with full riparian rights thereunto belonging, onto the LESSEE for and during the term of ten years beginning on the 1<sup>st</sup> day of January, 2013 and ending on the 31<sup>st</sup> day of December, 2017.

LESSEE shall pay to LESSOR, during the term of this Lease Agreement:

Year	Rate x Frontage	Annual Payment
2013	\$22.01 per foot x 30 feet	\$660.00
2014	\$22.01 per foot x 30 feet	\$660.00
2015	\$22.01 per foot x 30 feet	\$660.00
2016	\$22.67 per foot x 30 feet	\$680.00
2017	\$23.35 per foot x 30 feet	\$700.00

Payments shall be made annually not later than May 31 of the year to which the payment applies. Payments shall be made to the City of Manistee and remitted to the City Treasurer, 70 Maple Street, Manistee, Michigan 49660. In the event the payment is not made by the due date, the City may assess interest at the rate of seven percent per year, and/or interpret nonpayment as cancellation of the lease by the LESSEE, at the LESSOR's option. Lessee also agrees to pay any and all real and personal property taxes related to their use of the leased premises as the same become due. In the event the City interprets the nonpayment as cancellation, all rights of the LESSEE under the lease are immediately terminated.

1. It is understood that the City has constructed a Riverwalk across the leased premises. The City will be responsible for all maintenance of the Riverwalk, including any site amenities such as benches, waste receptacles, lighting, etc.
2. The LESSEE shall be under no obligation to undertake any work of any kind associated with the maintenance of the however the LESSEE shall take no action to impair the use of the Riverwalk, nor take any action restricting the ability of the City to access the property for maintenance, repair or replacement of the Riverwalk.
3. The LESSOR and LESSEE's both acknowledge that the Riverwalk is intended to be a seasonal improvement, and is not intended for year round use. Maintenance activities by the City will therefore be seasonal and specifically do not include snow removal, lighting, waste collection and other activities during the off season.
4. The LESSEE has the opportunity to construct a single dock, piles, sheet piling, walkways and other improvements or structure necessary to create boat slips; subject to permits required by the City of Manistee, United States Army Corps of Engineers, Michigan Department of Environmental Quality and other authorities of competent jurisdiction. Any and all such structures or improvements shall be maintained in a clean and safe condition; necessary repairs to maintain the physical and visual integrity of the improvements shall be at the expense of the LESSEE.
5. The LESSEE covenants not to use or occupy the leased premises for any unlawful purposes, and to conform to and obey all present and future laws and ordinances and rules, regulation and requirements of governmental authorities or agencies having jurisdiction.
6. The LESSEE shall not change or alter the use of the property without the prior written consent of the City.
7. The LESSEE shall file with the City a policy of insurance showing coverage of not less than \$100,000 for any property damage, or \$500,000 for any personal injury occurring on the leased premises.
8. The LESSEE agrees to indemnify and save the LESSOR harmless from and against any loss, damage or liability occasioned by, growing out of, or arising or resulting from any tortious or negligent act on the part of the LESSEE its guests and invitees in the maintenance of the demised premises or from any activities carried on the above demised premises.
9. The lease may not be assigned or any part thereof assigned without the prior written consent of the LESSOR. The assignment shall not be valid until recorded with the Manistee County Register of Deeds office.





RESIDENTIAL RIVERFRONT LEASE

This Agreement is entered into this \_\_\_ day of \_\_\_\_, 2012 between the City of Manistee (hereinafter the "LESSOR" or "CITY"), a Michigan municipal corporation, of 70 Maple Street, Manistee, Michigan, and Ruth H. Kras, Trustee of the Ruth H. Kras Revocable Living Trust u/a/d \_\_\_\_\_, (hereinafter "LESSEE"), 7600 Maceday Lake Road, Waterford, MI 48329

The LESSOR does hereby demise and let on to the LESSEE, the following described premises to wit:

Part of LESSOR's land lying directly north of the following description:

Part of parcel lying north of and adjacent to Riverside Subdivision, Lot 2, said parcel extending to the Manistee River, that part of said parcel extending 15 feet from the river bank, landward, in a southerly direction, that part of said parcel being 30 feet, extending easterly and westerly along the river bank, which encompasses LESSEE'S dockage.

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Landward Parcel ID# 51-370-701-03: Commonly known as 554 First Street.

To have and to hold the same with full riparian rights thereunto belonging, onto the LESSEE for and during the term of five years beginning on the 1<sup>st</sup> day of January, 2013 and ending on the 31<sup>st</sup> day of December, 2017.

LESSEE shall pay to LESSOR, during the term of this Lease Agreement:

Year	Rate x Frontage	Annual Payment
2013	\$22.01 per foot x 30 feet	\$660.00
2014	\$22.01 per foot x 30 feet	\$660.00
2015	\$22.01 per foot x 30 feet	\$660.00
2016	\$22.67 per foot x 30 feet	\$680.00
2017	\$23.35 per foot x 30 feet	\$700.00

Payments shall be made annually not later than May 31 of the year to which the payment applies. Payments shall be made to the City of Manistee and remitted to the City Treasurer, 70 Maple Street, Manistee, Michigan 49660. In the event the payment is not made by the due date, the City may assess interest at the rate of seven percent per year, and/or interpret nonpayment as cancellation of the lease by the LESSEE, at the LESSOR's option. Lessee also agrees to pay any and all real and personal property taxes related to their use of the leased premises as the same become due. In the event the City interprets the nonpayment as cancellation, all rights of the LESSEE under the lease are immediately terminated.

1. It is understood that the City has constructed a Riverwalk across the leased premises. The City will be responsible for all maintenance of the Riverwalk, including any site amenities such as benches, waste receptacles, lighting, etc.
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3. The LESSOR and LESSEE's both acknowledge that the Riverwalk is intended to be a seasonal improvement, and is not intended for year round use. Maintenance activities by the City will therefore be seasonal and specifically do not include snow removal, lighting, waste collection and other activities during the off season.
4. The LESSEE has the opportunity to construct a single dock, piles, sheet piling, walkways and other improvements or structure necessary to create boat slips; subject to permits required by the City of Manistee, United States Army Corps of Engineers, Michigan Department of Environmental Quality and other authorities of competent jurisdiction. Any and all such structures or improvements shall be maintained in a clean and safe condition; necessary repairs to maintain the physical and visual integrity of the improvements shall be at the expense of the LESSEE.
5. The LESSEE covenants not to use or occupy the leased premises for any unlawful purposes, and to conform to and obey all present and future laws and ordinances and rules, regulation and requirements of governmental authorities or agencies having jurisdiction.
6. The LESSEE shall not change or alter the use of the property without the prior written consent of the City.
7. The LESSEE shall file with the City a policy of insurance showing coverage of not less than \$100,000 for any property damage, or \$500,000 for any personal injury occurring on the leased premises.
8. The LESSEE agrees to indemnify and save the LESSOR harmless from and against any loss, damage or liability occasioned by, growing out of, or arising or resulting from any tortious or negligent act on the part of the LESSEE its guests and invitees in the maintenance of the demised premises or from any activities carried on the above demised premises.
9. The lease may not be assigned or any part thereof assigned without the prior written consent of the LESSOR. The assignment shall not be valid until recorded with the Manistee County Register of Deeds office.







MEMO



CITY CLERK'S OFFICE

**To:** Mitch Deisch, City Manager *m Deisch*  
**From:** Michelle Wright MMC, City Clerk/Deputy Treasurer *mw*  
**Subject:** Agenda Request  
**Date:** September 25, 2012

Mitch,

The PEG Commission has had troubles in the past getting enough volunteers to be on the Commission. They have had people interested in being on the Commission that were not able to apply because they did not live in the City of Manistee or Filer Township as the old ordinance required.

They have reviewed the ordinance language and have recommended that it be amended to include possibility of membership of Manistee County residents. The Council Ordinance Committee and the Filer Charter Township board have reviewed and approved the ordinance changes.

Please place this request on the October 2, 2012 City Council agenda. An agenda request form is attached. Thank you.

## CITY COUNCIL ORDINANCE COMMITTEE MEETING MINUTES OF APRIL 30, 2012

A meeting of the Manistee City Council Ordinance Committee was held on Monday, April 30, 2012 at 2:00 p.m. in the Second Floor Conference Room, City Hall, 70 Maple Street, Manistee, Michigan 49660.

MEMBERS PRESENT: Catherine Zaring, Alan Marshall

MEMBERS ABSENT: Bob Hornkohl

OTHERS PRESENT: City Manager Mitch Deisch, Community Development Jon Rose

***Discussion on Chapter 266 Harbor Commission.*** The Council Ordinance Committee received and reviewed copies of the current ordinance, Manager proposed ordinance from 2011 and the Harbor Commission proposed ordinance. Reviewed the timeline of creating the draft Harbor Commission ordinance. Councilmember Marshall went over the draft Harbor Commission Ordinances, specifically talking about the Harbor Commission's ordinance. He felt it would have been more appropriate to have discussed with the Council Ordinance Committee before they drafted and approved a draft ordinance. The Council Ordinance Committee (COC) reviewed the 2011 staff developed ordinance with the April 2012 Harbor Commission (HC) ordinance; section by section. The specific differences were as follows:

**Section 266.01 Commission Established, Terms, City Manager as Ex-Officio Member and Appointment of Harbor Master.** The COC reviewed all three of the Harbor Commission points and felt that all three were included in the staff developed ordinance. The primary area of difference is that the HC ordinance eliminated the City Manager serving as an Ex-Officio non-voting member and eliminated the Harbor Master serving as a voting member. The COC felt that both the City Manager and the Harbor Master are key positions to be members of the Harbor Commission to ensure accurate information is shared at Harbor Commission meetings. The COC approved all items in the staff prepared Section 266.01.

**Section 266.02 Qualifications of Members, Meetings.** The COC reviewed the three items listed on the draft HC ordinance and felt that they were all addressed in the staff draft ordinance except for the requirement of posting minutes on the website. Whereas the City is working in a direction to insure board and commission minutes are posted on the city's website; they felt this was an operational matter and not required to be in the ordinance. The staff draft ordinance had significant more detail about chairperson requirements, commission requirements, quorum and meeting frequencies. All items were discussed by the COC and approved to stay in the draft ordinance. These requirements were similar in nature to other board and commission ordinances for the City of Manistee.

**Section 266.03 Purpose and Duties A.** The COC reviewed the draft HC ordinance regarding the purpose of the Harbor Commission. It was believed by the COC that this HC draft language was too broad and far reaching for an advisory board. There was specific concern voiced over Harbor Commission involvement in finances and public/private waterfronts. The COC reviewed the staff developed ordinance and felt it accurately identified the purpose of the Harbor Commission as an advisory board to the City Council, City departments and other boards and commissions.

**Section 266.03 B.** The COC reviewed the HC draft ordinance Section 266.03 B items as compared to the staff draft ordinance. The COC requested that #1 on the HC draft ordinance replace staff draft ordinance #1 to read as follows: "Establish bylaws with consent of the City Council." The COC reviewed the remaining items on the HC draft ordinance Section 266.03 B and again the majority of items were felt to be too far reaching in terms of being involved in City finances and development of both the boat launch and city marina. The other remaining items in both the HC draft ordinance and the staff draft ordinance were similar in nature and appeared to be consistent with each other. These common points were in regards to making recommendations to operations, maintenance and policies, review and make recommendations on all significant projects; recommendations on acquisition of additional waterfront property, wharves or docks; study and make recommendations to Council (staff ordinance includes city departments) on use of waterways docks and navigational facilities; review of policies relating to public safety and provide an annual report to City Council.

*Consensus / Action:* Forward the revised ordinance to City Council.

*Discussion on Chapter 288 PEG Commission Ordinance.* Councilmember Alan Marshall requested that consideration be given to changing the PEG Commission ordinance as it relates to allocations and appointment of members. Discussed the proposed staff revised ordinance.

*Consensus / Action:* Revised ordinance language will be presented to both townships, City Attorney and PEG Commission before coming back to Council for review and approval.

*Update on Animal Ordinance.* As directed by Council the City Manager met with the Parks & Beautification Commission on April 19, 2012 to discuss the topic of dogs on the beach. After considerable discussion the Commission requested an opportunity to review the information presented and will make a recommendation to Council following their next meeting on May 17, 2012. At the March 13, 2012 Council work session, Council decided to not amend the ordinance and address dogs on the beach through signage.

*Consensus / Action:* No further action on this ordinance.

*Community Development Office Items.* Jon Rose provided an update to the Ordinance Committee on three upcoming ordinances: new peninsula district, complete streets ordinance and parking spaces/parking areas.

The meeting adjourned at approximately 4:30 p.m.

Respectfully submitted,



Mitch Deisch, City Manager

MDD:cl

c. Manistee City Council

**Chapter 288  
P.E.G. Commission**

288.01	Commission Established, Composition	288.03	Duties
288.02	Rate Regulation Authority		

CROSS REFERENCES
Cable Television Systems - see Ch. 816

**288.01 COMMISSION ESTABLISHED, COMPOSITION**

A. The Public, Education, and Government (P.E.G.) commission is hereby created and established to advise the City Council, the Filer Township Board and Staff on matters relating to cable television services and specifically public access.

~~B. The commission shall consist of seven members which may include one member of the City council and one appointed officer of the City. Two members will be appointed by the Filer Township Board of Supervisors. Other appointees will be citizens at large appointed by the City Council provided, however, than an employee of C-TEC or the P.E.G. operator, or a member of their immediate family, may not serve on the P.E.G. Commission. Employees of C-TEC and the P.E.G. operator will be provided notice of all meetings and invited to attend and participate in discussion of the P.E.G. commission.~~

B. The Commission shall consist of seven members. Up to two members may be appointed by the ~~Filer Township Board of Supervisors~~ Charter Township of Filer Board of Trustees. All other Commission members shall be Manistee County residents and appointed by the City Council provided, however, that an employee of the P.E.G. operator, or a member of their immediate family, may not serve on the P.E.G. Commission. Employees of the P.E.G. operator will be provided notice of all meetings and invited to attend and participate in discussions of the P.E.G. Commission.

C. The term of each member shall be for a period of three years except that members first appointed shall be appointed for terms of one, two and three years, as evenly as possible. Members shall serve without compensation. All terms shall expire at the end of the calendar year.

**288.02 RATE REGULATION AUTHORITY**

The P.E.G. Commission shall have no responsibility or authority for rate regulation, rate change request processing, financial analysis, or any responsibilities relating to the cable franchise except to the extent that they relate to the P.E.G. channel(s).

**288.03 DUTIES**

- A. The P.E.G. commission shall meet as often as is necessary to carry out its duties. The commission may elect its own officers and create its own rules of procedure so long as they are not inconsistent with rules or procedures adopted by the City Council or Township Board.

The duties of the Commission shall include:

1. To gather information, including input from the public via public hearings, the practices of other communities and current developments in cable technology relating to the selection of an operator for the governmental access channel.
  2. To advise the attorneys regarding a contract or agreement by which a P.E.G. operator is selected for a term not to exceed five years, with the agreement providing appropriate methods of monitoring the operator's performance in creating and encouraging public access opportunity.
  3. To review and critique any plans of the cable operator for the development of new services.
  4. To review, monitor, suggest modification and generally evaluate scheduling and programming services and activities.
  5. To monitor complaints that may be filed regarding the operator and the provision of public access to the community.
  6. To submit an annual report to the City Council and Township Board describing the activities of the P.E.G. Commission during the preceding year.
- B. The P.E.G. commission shall insure that all rules, regulations, procedures and policies regulating the P.E.G. channel are content neutral except as standards established by the Federal Communications Commission may otherwise allow. (Ord. 94-3 Passed 8-3-94) (Ord. Unno., Passed 12-5-95)

**Manistee PEG-TV Commission**  
**Meeting Minutes**  
**Monday July 9 – 6:30 P.M.**

The meeting was chaired by Kathy Ervin and called to order by Dan Wrzesinski at 6:30 p.m. with Pledge of Allegiance spoken

*Present:* Keith Brown, Kathy Ervin, Dean Kruse, Alan Marshall, Michelle Wright and Daniel Wrzesinski

*Absent:* Dale Kolanowski, Dan Freeburg and Mark Standstedt

Approval of the Agenda, Motion by Kruse, supported by Wrzesinski. Motion was passed.

Approval of May 14, 2012 minutes. Motion by Marshall, supported by Kruse. Motion passed.

There was no citizen comment.

Executive Director, Keith Brown, gave his monthly report. (See attachment)

**Unfinished Business:**

1. Brown reported that the TV-station's server is having some issues, and requested a new or refurbished server (plus necessary peripherals) be purchased from the revenue sharing board at a cost of approximately \$10,000. Motion was made by Kruse, supported by Marshall. Motion was passed.

**New Business:**

1. Alan Marshall discussed an e-mail he received regarding a bid that was rejected by Manistee County Commissioners to have the TV station tape their meetings. Marshall reported that cost was an issue and that county-wide Charter service was not available. Marshall suggested applying for money through the revenue sharing board to have meetings taped. Brown estimated that the cost estimated cost would be \$4,500 - \$6,000 per year. Motion was made by Marshall to have revenue-sharing board funds applied to the cost of taping Manistee County Commissioners meetings, supported by Wrzesinski.
2. Discussion was also made regarding the taping of Manistee County Road Commission meetings. The issue was tabled until the next meeting.
3. Approval was made for changes to the City of Manistee REG-TV Ordinance, Chapter 288, section B. The changes read as follows:

*The Commission shall consist of seven member. Up to two members may be appointed by the ~~Filer Township of Supervisors~~. All other Commission members shall be Manistee County residents and appointed by the City Council provided, however, that an employee of the PEG operator, or a member of their immediate family, may not serve on the PEG Commission. Employees of the PEG operator will be*

*Filer Charter Twp*



*provided notice of all meetings and invited to attend and participate in discussions of the PEG Commission.*

Motion to approve the amended language was made by Marshall and supported by Wrzesinski. Motion was passed.

4. Discussion was made about an audio issue for county/city meetings and how it can be approved. Brown explained that the audio problems are not coming from the TV station, but are rather caused by audio-issues from the meeting source such as; people not speaking directly in their microphones, or lack of a PA system altogether.

There was no other business.

The next meeting date is scheduled for September 10, 2012 – 6:30 at MHS Conference Room.

Motion to adjourn. All were in favor.

Meeting was adjourned at 7:09 p.m.

Minutes submitted by,  
Dan Wrzesinski

CHARTER TOWNSHIP OF FILER  
BOARD OF TRUSTEES REGULAR MEETING MINUTES  
2505 Filer City Road  
Manistee, Michigan 49660  
September 4, 2012

Present: Dean Kruse, Dale Kolanowski, Shirley Ball, Jim Espvik, Ruth Skiera and Ed Williams.

Absent: Larry Linke

Also present was Township Attorney, Richard Wilson

Meeting called to order by Supervisor Espvik at 6:00 p.m.

Motion by Skiera, seconded by Kolanowski to approve the meeting agenda as presented. All in favor. M/C

Motion by Kruse, seconded by Williams to approve the consent agenda as presented. All in favor. M/C

Public Comment

None offered at this time.

Department and Committee Reports

Motion by Kruse, seconded by Skiera to contract with Wade Trim at a cost not to exceed \$7,840 to complete the 14 items addressed by Scott Conradson, District Engineer, of the Department of Environmental Quality in a letter dated May 15, 2012 subject to contract being approved by the Township Attorney. Roll call vote: Espvik-yes, Kolanowski-yes, Kruse-yes, Williams-yes, Ball-yes, Skiera-yes. 6 yeas, 0 nays. M/C

Motion by Kruse, seconded by Kolanowski to remove Dan Lowe and Don James from the Fire Department Roster. All in favor. M/C

Motion by Williams, seconded by Skiera to add Kyla Falk, licensed EMT, pending necessary physical and checks and Vance Bates, Firefighter/EMT and Tactical Medic to the Fire Department Roster. All in favor. M/C

Motion by Kruse, seconded by Williams to approve the presented dental plan from Securian Dental PPO Plan D effective September 1, 2012 for employees eligible for health insurance coverage, with 90% of the premium being paid by the township and 10% being paid by the participant. Roll call vote: Espvik-yes, Skiera-yes, Kruse-yes, Williams-yes, Ball-yes, Kolanowski-yes. 6 yeas, 0 nays. M/C

Motion by Kruse, seconded by Williams to approve the presented resolution to establish the Charter Township of Filer Election Receiving Board. Roll call vote: Kruse-yes, Kolanowski-yes, Espvik-yes, Ball-yes, Skiera-yes, Williams-yes. 6 yeas, 0 nays. M/C



Motion by Kruse, seconded by Skiera to approve the suggested change to the Public Education and Government Commission City of Manistee ordinance 288.01 item B as presented with deletion of the language "The Filer Township Board of Supervisors" and add language "Charter Township of Filer Board of Trustees". All in favor. M/C

New Business

Motion by Kruse, seconded by Kolanowski to levy .2500 mils for the Fire Bond on the 2012 Winter Tax. Roll call vote: Kruse-yes, Skiera-yes, Ball-yes, Kolanowski-yes, Espvik-yes, Williams-yes. 6 yeas, 0 nays. M/C

Motion by Kruse, seconded by Skiera to approve the presented Agreement for Collection and Disposal of Trash from Allied Waste, a Republic Services Company, for a period commencing July 1, 2012 and ending June 30, 2015. Roll call vote: Williams-yes, Skiera-yes, Kruse-yes, Ball-yes, Kolanowski-yes, Espvik-yes. 6 yeas, 0 nays. M/C

Public Comment

- Has the U.S.D.A. loan for the sewer project been approved, and if so when is the sewer project commencement date.

Motion by Skiera, seconded by Kruse to adjourn the meeting. All in favor. M/C

Meeting adjourned at 6:42 p.m.

Submitted,

Shirley Ball, CMC  
Charter Township of Filer Clerk

**CITY COUNCIL ORDINANCE COMMITTEE MEETING  
MINUTES OF SEPTEMBER 24, 2012**

A meeting of the Manistee City Council Ordinance Committee was held on Monday, September 24, 2012 at 2:00 p.m. in the Second Floor Conference Room, City Hall, 70 Maple Street, Manistee, Michigan 49660.

MEMBERS PRESENT: Bob Hornkohl, Catherine Zaring, Alan Marshall

MEMBERS ABSENT: None

OTHERS PRESENT: City Manager Mitch Deisch, Community Development Office Jon Rose & Denise Blakeslee

***Discussion on Ordinance Language for Boards & Commissions that Require the Chair to be a Resident of the City of Manistee.***

City Council Ordinance Committee believes that advisory committee chairs should be either a resident or property owner in the City of Manistee.

*Consensus / Action:* City Manager will review language with the City Attorney to see if it is legal to exclude property owners that are not residents from some boards and commissions; such as the Compensation Commission. City Manager will report back to the Council Ordinance Committee.

***Discussion on Z12-04 Amending Section 514 Vehicular Parking Space, Access & Lighting.***

Denise Blakeslee presented the amendment and explained the changes as prompted by a request from the Non-Motorized Transportation Committee. Discussion on “room” changed to “rentable room” in Section 514.A. Hotels, Motels, Etc.

*Consensus / Action:* Forward the revised ordinance to City Council.

***Discussion on Z12-06 Proposed Zoning Amendment to Section 1813 Bed & Breakfast, Item B.1.h.***

*Consensus / Action:* Forward the revised ordinance to City Council.

Bob Hornkohl left the meeting at 2:58 p.m.

***Discussion on Z12-07 Proposed Zoning Amendment Article 2 Definitions (add definition for Outdoor Playset & Porch) amend Section 502 Spatial & Physical Requirements Item D.***

Discussed the need for front porches and the need to allow even when homes have small front yards.

*Consensus / Action:* Forward the revised ordinance to City Council.

***Discussion on Z12-08 Proposed Zoning Amendment to carry over the Peninsula District standards to sections of Article 5 General Provisions, Article 18 Standards & Requirements for Special Uses & Article 21 Signs.***

Item discussed as primarily housekeeping.

*Consensus / Action:* Forward the revised ordinance to City Council.

The meeting adjourned at approximately 3:22 p.m.

Respectfully submitted,



Jon R. Rose  
Community Development Director

JRR:cl

c. Manistee City Council



## MEMORANDUM Ordinance Amendments

Planning & Zoning  
Community Development  
231.398.2805  
Fax 231.723-1546  
www.ci.manistee.mi.us

TO: Mitch Deisch, City Manager *M Deisch*  
FROM: *J* Jon R. Rose, Community, Development Director  
DATE: September 25, 2012  
RE: Z12-04 Ordinance Amendment Section 514 Vehicular Parking Space, Access and Lighting

Mitch, the Council Ordinance Review Committee met on September 24, 2012. During the meeting they reviewed Ordinance Amendment Z12-04 which Amends Section 514 Vehicular Parking Space, Access and Lighting.

The City of Manistee Non-Motorized Transportation annually applies for and receives a Promoting Active Communities (PAC) Award. A component of the PAC Assessment is the Zoning Ordinance and Code of Ordinance. Over the past seven years this is the area we have scored the lowest in. The Non-Motorized Transportation asked staff to review the ordinance for areas that could be amended that encourages a more vibrant, active and economically viable community where all ages and abilities can thrive.

The Planning Commission reviewed the City of Manistee Zoning Ordinance and compared standards used by our neighboring Cities as it relates to establishing the number of parking spaces for uses. The Planning Commission determined that Section 514 Vehicular Parking Space, Access and Lighting should be changed as follows:

- Establish a maximum number of parking spaces
- Reduces the number of parking spaces for multi-family units
- Change the number of spaces for Hospitals, Nursing and Personal Care Facilities, Medical Clinics and Medical and Dental Offices, and Industrial and Warehouses
- Requires pedestrian walkways for parking lots with 10 or more spaces
- Establishes a 5 foot buffer (front property line)
- Establishes Bike Parking for some uses
- Requires the installation of sidewalks in some districts for certain uses

When the amendment was presented to the Council Ordinance Committee they asked that for Hotels, Motels, Inns and Transient Lodging Places the change from "unit" to "room" should be changed to "rentable room". This is included in the amendment for Council's consideration.

Council Agenda Items have been prepared and copies of the proposed amendment are attached.

**AN ORDINANCE TO AMEND IN PART  
AN ORDINANCE ENTITLED "MANISTEE CITY ZONING ORDINANCE"  
WHICH WAS ADOPTED FEBRUARY 21, 2006,**

To Amend the Manistee City Zoning Ordinance

**Article 5: General Provisions  
AMEND Section 514 Vehicular Parking Space, Access and Lighting**

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THE CITY OF MANISTEE, MANISTEE COUNTY, MICHIGAN, ORDAINS:

1. That **Article 5: General Provisions, Section 514 Vehicular Parking Space, Access and Lighting** be amended as follows:

**SECTION 514 VEHICULAR PARKING SPACE, ACCESS, *BIKE PARKING AND LIGHTING SIDEWALKS***

- A. For each principal building or establishment hereafter erected or altered and located in any Zoning District, including buildings and structures used principally as places of public assembly, there shall be provided and maintained suitable space off the public right-of-way which is adequate for the parking or loading of motor vehicles in the proportions shown below. The parking spaces called for hereunder shall be considered minimum requirements under this Ordinance. Where more than one use exists or is proposed on a parcel, the minimum shall be the sum of the required parking for each use, except where it is demonstrated to the Commission that such provisions would be excessive, in which case shared parking may be permitted. *All parking areas except for Dwelling Units for Single Family, duplex units and mobile homes; the maximum number of parking spaces shall not exceed 1.5 times the minimum number of required parking spaces*

Use	Number of Parking Spaces Per Unit of Measure
Dwellings	<del>Two (2) spaces for each dwelling unit for single family, duplex units and mobile homes, 2 per dwelling unit for multiple family</del> <i>Two (2) spaces per Dwelling Unit for Single Family, duplex units and mobile homes. One and a half (1.5) spaces for Multi-Family.</i>
Hotels, Motels, Inns and Transient Lodging Places	One (1) space for each unit. <del>rentable room.</del>

Hospitals, Nursing and Personal Care Facilities	One (1) space for each four beds, and one (1) space for each employee <i>during the time the largest number of employees are present.</i>
Places of public assembly	One (1) space for each four seats of legal capacity.
Medical clinics and medical and dental offices	<del>Three and one half (3.5) spaces for each 1,000 square feet of office space—</del> <i>One (1) space for each 50 square feet of usable floor area in waiting rooms, one (1) space for each examining room, dental chair and similar use area, and (1) space for each employee during the time the largest number of employees are present.</i>
Offices, other than medical or dental clinics	One (1) space for each 250 square feet of office space.
Eating and drinking establishments	One (1) space for each three seats of legal seating capacity.
Retail establishments	One (1) space for each 450 square feet of floor area dedicated to retail activity, exclusive of storage areas.
Industrial and Warehouse uses	<del>The greater of one (1) space for each 1,000 square feet of floor area, or one space for each employee in the largest shift.</del> <i>One (1) space for each employee during the time the largest number of employees are present plus five (5) spaces for visitors.</i>

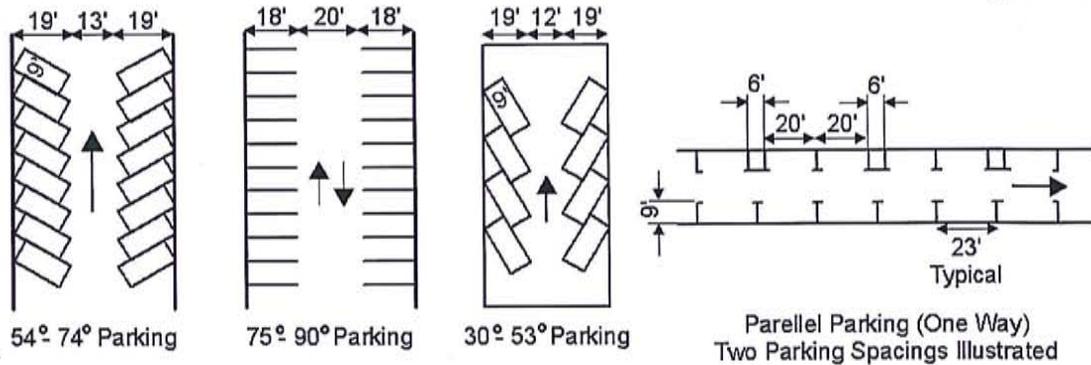
- B. In the case of uses or businesses not addressed in paragraph A hereof the required parking shall be determined by the Zoning Administrator, subject to Planning Commission concurrence. The latest edition of the Institute of Traffic Engineers *Parking Generation* shall be consulted in determining a parking requirement for any such use or business.
- C. The minimum dimensional standards for parking spaces and aisles shall be as follows.

Minimum Parking Space and Maneuvering Lane Standards						
Parking Pattern	Lane Width		Parking Space		Total Width of Two Tiers Plus Lane	
	One-way (ft)	Two-way (ft)	Width <sup>(1)</sup> (ft)	Length <sup>(2)</sup> (ft)	One-way (ft)	Two-way (ft)
Parallel	11	18	9	23	40	36
30°-53°	12	18	9	19	50	56
54°-74°	13	19	9	19	51	57
75°-90°	15	20	9	18	51	56

(1) Measured Perpendicular to the space centerline.

- (2) Measured along the space centerline.

Figure 514



Parking Area Dimensions  
(for standard-size vehicles)

- D. The approval of the City Engineer shall be obtained for the location of exits and entrances to parking areas and for the design and construction thereof.
- E. Off-street parking areas for all uses requiring City approval shall be paved with concrete or bituminous material with approved curbing and painted parking lines. Parking areas with ten (10) or more spaces shall include **designated pedestrian walkways through the parking lot in addition to** landscaped planting islands and perimeter buffers in accordance with **Section 531**, in all instances where sufficient space is available.
- F. For all permitted uses and special uses in the C-3 District the parking provisions of this section shall not apply, except to hotels, motels, and residential use condominiums. [Annotation: Item F was amended by Amendment Z10-03, effective 10/30/10]
- G. Parking areas required under this Section, and city-owned parking lots, shall not be used for the storage of, camping within, or continuous parking or storage of recreational vehicles, trailers, motor vehicles and junk for more than a twenty-four (24) hour period.
- H. Within the C-1, C-2 and C-3 Districts, the Planning Commission may approve shared parking arrangements among various uses when it can be demonstrated that parking in sufficient quantities for all such uses as set forth in this Section shall be available at all times.
- I. **No parking area designed for more than 4 vehicles shall be located closer than five (5) feet from the front property line.**
- J. **Bike Parking and the installation of a Bike Rack is required for all uses that require Medium Site Plan Review, unless waived in writing by the Zoning Administrator. Bike Parking and the installation of a Bike Rack is required for all uses that require Detailed Site Plan Review unless waived by the Planning Commission.**





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## MEMORANDUM Ordinance Amendments

TO: Mitch Deisch, City Manager *m Deisch*  
FROM: *J* Jon R. Rose, Community, Development Director  
DATE: September 25, 2012  
RE: Z12-06 Ordinance Amendment Section 1813 Bed and Breakfast

Mitch, the Council Ordinance Review Committee met on September 24, 2012. During the meeting they reviewed Ordinance Amendment Z12-06 which deletes item B.1.h of Section 1813 Bed and Breakfast.

When the new Peninsula District (PD) was established the Planning Commission began discussing the need to change Section 1813 Bed and Breakfast, item B.1.h which establishes the number of units a Bed and Breakfast (B&B) is limited based on the Zoning District in which the B&B is located. Item B.1.h read as follows:

- h. The number of sleeping rooms rented to transient guests within a Bed and Breakfast Establishment shall not exceed the following standards:
- |                               |                  |
|-------------------------------|------------------|
| Within the R-1:               | 4 sleeping rooms |
| Within the R-2, R-3:          | 5 sleeping rooms |
| Within the C-2, C-3 District: | 6 sleeping rooms |

There were two issues the Planning Commission noted.

- The number of rooms in a B&B is dictated by the size of the building and amount of parking spaces that can be provided.
- Some of our largest residents are located in the R-1 Zoning District where they are allowed the smallest number of sleeping rooms.

This resulted in the Planning Commission determining that Item B.1.h should be deleted from Section 1813 Bed and Breakfast Special Use Permit Standards.

Council Agenda Items have been prepared and copies of the proposed amendment are attached.

**AN ORDINANCE TO AMEND IN PART  
AN ORDINANCE ENTITLED "MANISTEE CITY ZONING ORDINANCE"  
WHICH WAS ADOPTED FEBRUARY 21, 2006,**

To Amend the Manistee City Zoning Ordinance

**Article 18 – Standards and Requirements for Special Uses  
DELETE Section 1813 Bed and Breakfast, Item B.h.**

---

THE CITY OF MANISTEE, MANISTEE COUNTY, MICHIGAN, ORDAINS:

1. That **Article 18 Standards and Requirements for Special Uses, Section 1813 Bed and Breakfast**, be amended by **DELETING Item B.1.h.** and renumber remainder of Section as follows:

**SECTION 1813 BED AND BREAKFAST**

- A. Definition.** An owner-occupied residential building wherein up to six (6) rooms or suites are offered, for compensation, as overnight lodging for transient guests and which may provide one or more meals per day for overnight guests only.
- B. Regulations and Conditions.** The applicant shall provide documentation acceptable to the Planning Commission that the proposed use shall meet the following standards:
  1. **Basic Standards.** It is the intent to establish reasonable standards for Bed and Breakfast establishments to assure that:
    - a. The property is suitable for transient lodging facilities. In this connection, a Bed and Breakfast establishment shall meet the requirements of the City of Manistee Rental Property Code (Section 1428 of the City of Manistee Codified Ordinances) and shall be subject to periodic inspections as provided in said code.
    - b. The use is not incompatible with other allowed uses in the vicinity.
    - c. The impact of the establishment is no greater than that of a private home with houseguests.
    - d. A bed and breakfast shall maintain a smoke detector in proper working order in every sleeping room and a fire extinguisher in proper working order on every floor in the immediate vicinity of the sleeping rooms.
    - e. All signs shall be in accordance with **Article 21** of this Zoning Ordinance.
    - f. All parking shall be in accordance with **Section 514** of this Zoning Ordinance.
    - g. Landscaping and Buffering shall be provided in accordance with **Section 531** of this Zoning Ordinance.
    - ~~h. The number of sleeping rooms rented to transient guests within a Bed and Breakfast Establishment shall not exceed the following standards:~~

~~Within the R-1: 4 sleeping rooms~~

~~Within the R-2, R-3: \_\_\_\_\_ 5 sleeping rooms~~  
~~Within the C-2, C-3 District: \_\_\_\_\_ 6 sleeping rooms~~

- h. A Bed and Breakfast establishment shall be regulated under the terms of this **Section 1813**, and not as a home occupation...

And make appropriate edits to indexes, tables and chart provisions as necessary

- 2. **CONFLICTING ORDINANCES:** that any and all ordinances of City of Manistee which may conflict with the provisions of this ordinance be and are hereby rescinded.
- 3. **EFFECTIVE DATE:** This Ordinance shall take effect seven days after publication in the Manistee News Advocate.

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

ATTEST:

\_\_\_\_\_  
Michelle Wright Dated  
City Clerk/Deputy Treasurer



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## MEMORANDUM

### Ordinance Amendments

TO: Mitch Deisch, City Manager 

FROM:  Jon R. Rose, Community, Development Director

DATE: September 25, 2012

RE: Z12-07 Ordinance Amendment Article 2 Definitions and Section 502 Spatial and Physical Requirements

Mitch, the Council Ordinance Review Committee met on September 24, 2012. During the meeting they reviewed Ordinance Amendment Z12-07 which adds a definition of Outdoor Playset and Porch to Article 2 Definitions and Amends Section 502 Spatial and Physical Requirements.

Discussion about this amendment began when over the past two years staff has had several requests from people who want to improve their property by constructing a new front porch with or without a roof. Typically they want it large enough to put out a chair or two or a swing to enjoy the outdoors. In many of the established neighborhoods, the homes already encroach into the front yard setback. When they come in for a permit staff has had to deny their request or they have to apply for a variance. Almost all of them have opted not to improve their home or just replace the existing structure.

The change to Article 5, Section 502 Spatial and Physical Requirements allows people to construct porches on the front of their home in the front yard setback where they would have previously needed to obtain a variance from the Zoning Board of Appeals. During the Planning Commission review of the request the commission noted that it is important to establish a feeling of neighborhood and that a home with a front porch encourages interaction in a neighborhood.

Since the Zoning Ordinance did not have a definition of Porch a definition was needed for the Ordinance. The addition of language for outdoor playsets was added because of the size and height of the new "kits" that are available at many stores.

Council Agenda Items have been prepared and copies of the proposed amendment are attached.

**AN ORDINANCE TO AMEND IN PART  
AN ORDINANCE ENTITLED “MANISTEE CITY ZONING ORDINANCE”  
WHICH WAS ADOPTED FEBRUARY 21, 2006,**

**To Amend the Manistee City Zoning Ordinance**

Article 2 – Definitions and Interpretation  
Section O – Add Definition for OUTDOOR PLAYSET  
Section P – Add Definition for PORCH

Article 5 – General Provisions  
Amend Section 502 Uses Spatial and Physical Requirements Item D.

---

THE CITY OF MANISTEE, MANISTEE COUNTY, MICHIGAN, ORDAINS:

1. That **Article 2 Definitions and Interpretation, Section O**, be amended by **ADDING a Definition for OUTDOOR PLAYSET** as follows:

OUTDOOR PLAYSET: A structure erected outside for children to play on and around less than eighteen (18) feet in height. Typical components of an outdoor playset include but are not limited to:

- A. Towers. In a playset, a tower is a vertical structure with one or more decks placed at various levels. A deck is essentially a horizontal play surface contained within or attached to a tower.
- B. Bridges. Towers may be connected to one another via fixed bridges or chain bridges for children to walk across.
- C. Ladders. Rope ladders and fixed ladders are common accessories for playsets.
- D. Sandboxes. A sandbox often accompanies an outdoor playset.
- E. Slides. Slides may be covered or uncovered.
- F. Swings. Swings are usually mounted on a free-standing swingset.
- G. Monkey bars. Towers may be connected by monkey bars as well as bridges.

2. That **Article 2 Definitions and Interpretation, Section P**, be amended by **ADDING a Definition for PORCH** as follows:

PORCH: Open air roofed structure attached to the exterior of a building forming a covered entrance to the building.

3. That **Article 5 General Provisions, Section 502 Uses, Spatial and Physical Requirements, Item D** be **AMENDED** as follows:

- D. Required spatial relationships and physical requirements of this ordinance shall apply uniformly within each respective zoning district to all uses, structures, buildings and parcels except that the following may be





MEMORANDUM  
Ordinance Amendments



Planning & Zoning  
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231.398.2805  
Fax 231.723-1546  
www.ci.manistee.mi.us

TO: Mitch Deisch, City Manager *MD*

FROM: *J* Jon R. Rose, Community, Development Director

DATE: September 25, 2012

RE: Z12-08 Ordinance Amendment carries over the Peninsula District standards to sections of Article 5 General Provisions, Article 18 Standards and Requirements for Special Uses and Article 21 Signs

Mitch, the Council Ordinance Review Committee met on September 24, 2012. During the meeting they reviewed Ordinance Amendment Z12-08 which adds the Peninsula District standards to Articles 5 General Provisions, 18 Standards and Requirements for Special Uses and 21 Signs.

After two years of discussion City Council determined that instead of amending the Waterfront District (WF) a new district should be established for the property we refer to as the Peninsula. The new Peninsula District (PD) was established by Ordinance in June 2012.

Staff discovered in August that an oversight had occurred that did not carry the PD standards to Sections of Article 5 General Provisions, Article 18 Standards and Requirements for Special Uses and Article 21 Signs in the previous amendment.

Ordinance Amendment Z12-08 includes the omitted standards for properties in the PD that were omitted when the district was established.

Council Agenda Items have been prepared and copies of the proposed amendment are attached.

**AN ORDINANCE TO AMEND IN PART  
AN ORDINANCE ENTITLED “MANISTEE CITY ZONING ORDINANCE”  
WHICH WAS ADOPTED FEBRUARY 21, 2006,**

**To Amend the Manistee City Zoning Ordinance**

**Article 5: General Provisions**

- ADD P-D to Section 505 Water Protection, Item B**
- ADD P-D to Section 511 Driveways and Curb Cuts, Item A**
- ADD P-D to Section 515 Accessory Buildings and Structures, Item G.3.a**

**Article 18: Standards and Requirements for Special Uses**

- ADD P-D to Section 1807 Adaptive Reuse, Item C.2**
- ADD P-D to Section 1861 Motel, Item B.10**

**Article 21 – Signs**

- ADD – P-D to Section 2102.A.7.a**
- ADD – P-D to Section 2102.A.7.b**
- ADD – P-D to Section 2102.A.7.c**
- ADD – P-D to Section 2103.H**
- ADD – P-D to Section 2106 Use Type 1, Low Intensity and Residential**
- ADD – P-D to Section 2007 Use Type 2, Commercial and Office**
- ADD – P-D to Section 2018 Use Type 3, Industrial**

---

THE CITY OF MANISTEE, MANISTEE COUNTY, MICHIGAN, ORDAINS:

1. That **Article 5: General Provisions** be amended by **ADDING P-D to Section 505 Water Protection, Item B** as follows:

District	P-D	GC	R-1	R-2	R-3	R-4	C-2	C-3	W-F	L-I	G-I
<b>Waterfront Yard (feet)</b>	20	100	100	20	20	20	20	20	20	n/a	50

Provided, that these increased setback standards shall not apply to walkways, boat docks, boat slips, boat houses and boat launches. The increased setback areas shall be designed to provide additional protection for the water bodies.

2. That **Article 5: General Provisions** be amended by **ADDING P-D to Section 511 Driveways and Curb Cuts, Item A** as follows:
  - A. In the **P-D**, R-4, C-1, C-2, W-F, L-I and G-I Districts, driveway entrances and exits to a property shall comply with the following standards unless superseded by State or Federal statute or rule.
  
3. That **Article 5: General Provisions** be amended by **ADDING P-D to Section 515 Accessory Buildings and Structures, Item G.3.a** as follows:
  3. Height – Accessory wind energy conversion systems shall be measured from the finished median grade elevation of the site as follows:
    - a. Accessory wind energy conversion systems in the **P-D**, G-C, R-1, R-2, R-3, R-4, and W-F District shall not be constructed to a height higher than thirty five (35) feet.
  
4. That **18: Standards and Requirements for Special Uses** be amended by **ADDING P-D to Section 1807 Adaptive Reuse, Item C.2** as follows:
  2. The Adaptive Reuse of a building in the **P-D**, R-1, R-2, R-3, W-F, C-1, C-2, Districts shall meet the following standards...
  
5. That **18: Standards and Requirements for Special Uses** be amended by **ADDING P-D to Section 1861 Motel, Item B.10** as follows:
  10. Within the **P-D and** W-F district, a Motel shall front on and be accessed primarily from a key street segment, as defined herein.
  
6. That **Article 21 – Signs** be amended by **ADDING P-D to Section 2102.A.7.a** as follows:
  - a. For Use Type 2, as provided in Section 2107, in the **P-D**, C-1, C-2, C-3 and W-F districts when fronting US-31, wall, projecting, window, marquee, and/or electronic signs shall be permitted and the maximum cumulative sign area permitted expressed in square feet shall be not more than 1.5 times the principal building width, measured from corner to corner, facing the public right-of-way or 50 square feet for each storefront, whichever is greater.
  
7. That **Article 21 – Signs** be amended by **ADDING P-D to Section 2102.A.7.b** as follows:
  - b. For Use Type 2, as provided in Section 2107, in the **P-D**, C-1, C-2, C-3 and WF districts that do not front US-31, wall, ground, projecting, window and marquee signs shall be permitted and the maximum cumulative sign area permitted expressed in square feet shall not be more than 1.5 times the principal building width, measured from corner to corner, facing the public right-of-way, or fifty (50) square feet for each storefront, whichever is greater.
  
8. That **Article 21 – Signs** be amended by **ADDING P-D to Section 2102.A.7.c** as follows:
  - c. For Use Type 2, as provided in Section 2107, in the **P-D**, C-2, C-3 and WF districts with water

frontage, wall, ground, projecting, window and marquee signs shall be permitted on the water front side and the maximum cumulative sign area permitted expressed in square feet shall not be more than .75 times the principal building width, measured from corner to corner, facing the public right-of-way, or twenty-five (25) square feet, for each storefront whichever is greater.

9. That **Article 21 – Signs** be amended by **ADDING P-D to Section 2103.H** as follows:

H. For sale and for rent and future development site signs on real property, provided such signs do not exceed six (6) square feet in the R-1, R-2, R-3, R-4, and C-2 districts or sixteen (16) square feet in the P-D, C-1, C-3, W-F, L-I or G-I districts. Future development Site Signs are only permitted after zoning approval is in place.

10. That **Article 21 – Signs** be amended by **ADDING P-D to Section 2106 Use Type 1, Low Intensity and Residential** as follows:

Zoning Districts	Permitted Sign Types	N <sup>o</sup> . Signs Permitted	Cumulative Sign Area	Lighting	Conditions
P-D, C-3 & W-F	Wall, Ground, Projecting*	1	16 Sq. Ft.	External	A multiple unit project or complex shall be permitted one, externally lit 16 square foot sign

11. That **Article 21 – Signs** be amended by **ADDING P-D to Section 2007 Use Type 2, Commercial and Office** as follows:

Zoning Districts	Permitted Sign Types	N <sup>o</sup> . Signs Permitted	Cumulative Sign Area	Lighting	Conditions
P-D, R-2, C-1, C-2 C-3, & W-F when fronting on US-31	Ground, Pole	1	80 Sq. Ft.	Either	
	Window	n/a	Unlimited	Either	No Sign Permit required
	Portable Sign "A Frame" Sign	1	8 Sq. Ft.	None	No Sign Permit required. One per storefront and only allowed during hours of operation.
	Wall, Projecting Marquee, Electronic Signs	n/a	1.5 x of principal building width per <b>Section 2102, A,7,a</b>	Either	Projecting signs limited to one per storefront and no greater than forty eight (48) square feet in area.
P-D, C-2, C-3 & W-F Waterfront side	Wall, Ground, Projecting Window, Marquee	n/a	.75 x of principal building width per <b>Section 2102,A,7,c</b>	External	Projecting signs limited to one per storefront and no greater than sixteen (16) square feet in area. One ground mount sign will be permitted on the waterfront no greater than sixteen (16) square feet in area. Lighting of ground mounts signs on the riverwalk shall be prohibited.





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## MEMORANDUM

TO: Mitch Deisch, City Manager

FROM: Jon R. Rose, Community Development Director

DATE: September 26, 2012

RE: License Agreement

Mitch, A request has been received from John and Ann Mooney who want to purchase the vacant parcel within the Lakeshore II portion of the Harbor Village Planned Unit Development. They would like to construct a duplex on this parcel. This property has a zero rear yard setback and the only way to construct to the zero set back is to encroach upon the neighboring (City owned) property.

Prior to purchasing the property Mr. & Mrs. Mooney are asking for a Temporary Construction License from the City. This would allow them to excavate and operate equipment within a 40' x 140' area of adjacent City owned property. The License Agreement specifies that once construction is completed Mr. & Mrs. Mooney are responsible for the restoration of the City owned property. The license shall terminate upon the earlier of December 1, 2014 or on completion of construction.

The License Agreement has been prepared by the City Attorney and would not be issued unless Mr. & Mrs. Mooney acquire the property. A copy of the request, license and an aerial of the area are enclosed for Council.

JRR:djb

## LICENSE AGREEMENT

**THIS AGREEMENT** entered into on the \_\_\_\_ day of \_\_\_\_\_, 2012, by and between the **City of Manistee**, a municipal corporation, of 70 Maple Street, Manistee, MI 49660, hereinafter referred to as "Grantor" and **John Mooney and Ann Mooney**, husband and wife, of 919 San Lucia Dr SE, Grand Rapids, MI 49506, hereinafter referred to as "Grantee".

### **WITNESSETH:**

**WHEREAS**, Grantee is the owner of, or expects to soon purchase, the following described lands situated in the City of Manistee, County of Manistee, State of Michigan, and further described as:

Building #11, Lakeshore 2 Condominium.

**WHEREAS**, Grantor is the owner of certain land adjacent to the land Grantee is purchasing; and

**WHEREAS**, upon purchasing the described property Grantee anticipates building a structure on the purchased property and has requested that the Grantee permit access to a 40' x 140' area of its property, as described in the Certificate of Survey dated September 21, 2012 and shown on Exhibit "A", attached hereto and incorporated herein by reference, for purposes of excavating and constructing the foundation for Grantee's anticipated structure; and

**WHEREAS**, Grantor desires to grant to Grantee a license to permit Grantee access to its property.

**NOW, THEREFORE**, in consideration of the mutual promises and covenants contained herein and other good and valuable considerations, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Grantor hereby grants to Grantee a non-transferable license for the sole purpose of allowing access to its property in the location depicted on Exhibit "A", for

purposes of constructing a foundation for a structure on the property Grantee anticipates acquiring as described above.

2. The size and location of the area depicted on Exhibit "A" shall not be increased or changed, except with the express prior written consent of Grantor.

3. This license shall terminate upon the earlier of December 1, 2014 or the Grantee's completion of construction to its property.

4. Upon termination of the License, Grantee shall return the area of the License to the condition that existed prior to commencement of its use and plant native dune grass on a one-foot grid throughout the area described in the attached Exhibit "A".

5. Grantees, their heirs, successors and assigns, shall indemnify and hold harmless Grantor from and against any and all claims, damages, causes of action, costs, expenses and actual attorney fees for any injury to persons (including death), or damages to property arising from or in any way relating to the use or location of the License.

6. This Agreement constitutes the entire agreement between the parties and there are no prior or contemporaneous written or oral agreements not set forth herein.

7. This Agreement may not be altered or amended, except by another suitable instrument, in writing and signed by all parties.

8. This Agreement shall be interpreted and construed in accordance with the laws of the State of Michigan.

Dated: \_\_\_\_\_

CITY OF MANISTEE  
GRANTOR

BY: \_\_\_\_\_  
Colleen Kenny, Mayor

BY: \_\_\_\_\_  
Michelle Wright, Clerk

GRANTEE

\_\_\_\_\_  
John Mooney

\_\_\_\_\_  
Ann Mooney

STATE OF MICHIGAN     )  
  ) SS.  
COUNTY OF MANISTEE    )

On \_\_\_\_\_, 2012, before me, a Notary Public in and for said County, personally appeared **Colleen Kenny and Michelle Wright, Mayor and Clerk, respectively**, of the **City of Manistee**, to me known to be the same persons described in and who executed the within instrument, who acknowledged the same to be the free act and deed of the City of Manistee.

\_\_\_\_\_  
Notary Public, Manistee County, MI  
My Commission Expires:

STATE OF MICHIGAN     )  
  ) SS.  
COUNTY OF \_\_\_\_\_)

On \_\_\_\_\_, 2012, before me, a Notary Public in and for said County, personally appeared John Mooney and Ann Mooney, to me known to be the same person(s) described in and who executed the within instrument, who acknowledged the same to be his/her free act and deed.

\_\_\_\_\_  
Notary Public, \_\_\_\_\_ County, MI  
My Commission Expires: \_\_\_\_\_

Prepared by:  
GOCKERMAN, WILSON, SAYLOR & HESSLIN, P.C.  
BY: GEORGE V. SAYLOR, III  
Attorneys at Law  
414 Water Street  
Manistee, MI 49660  
(231) 723-8333  
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Engineering  
Architecture  
Land Surveying  
Marina/Waterfront  
Community Planning  
Landscape Architecture  
Development Services

September 21, 2012

Jon Rose, Community Development Director  
City of Manistee  
70 Maple St.  
Manistee, MI 49660

RE: Lakeshore 2 Condominium Duplex

Dear Mr. Rose,

Abonmarche is assisting Mr. John Mooney and his brother in the possibility of constructing a new duplex condominium within Harbor Village. The site is currently referred to as Building #11, in the Lakeshore 2 Condominium.

In reviewing the site conditions with the Mooney's we pointed out that the Planned Unit Development (PUD) allows for the Lakeshore Condominiums to be built with a 0 ft setback from the property line. From a practical nature, there is no feasible way of building right on the property line without disturbing the soils on the adjacent property. This building site is quite narrow thus requiring the building to be built utilizing the allowed 0 ft setback.

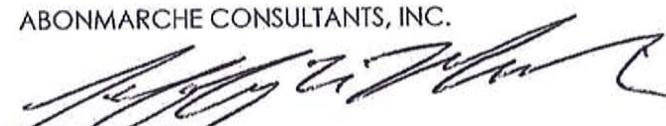
Please find attached a 24" x 36" drawing which depicts the approximate site plan of the proposed duplex. The final site plan will require approval from the City Planning Commission. West of the site, we are requesting a 40' x 140' grading and construction easement. The size of the easement was determined by reviewing the current topography of the site in relation to the proposed building section. In the lower right portion of the drawing you will find a cross section of the building. It indicates the required excavation to build the foundation. We then propose to level the easement area at the first floor framing of the building. This will allow construction equipment to access the west side of the building during construction.

The site will be further graded and native dune grass will be planted on a one foot grid in the disturbed areas of the easement.

Also attached, please find a legal description of the easement for your use. Please call should you have any questions.

Sincerely,

ABONMARCHE CONSULTANTS, INC.



Jeffrey W. Mikula  
Vice President

95 West Main Street  
Benton Harbor, MI 49022  
269.927.2295

361 First Street  
Manistee, MI 49660  
231.723.1198

503 Quaker Street  
South Haven, MI 49090  
269.637.1293

750 Lincoln Way East  
South Bend, IN 46601  
574.232.8700

3177 Willowcreek Road  
Portage, IN 46368  
219.617.4266

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



361 First Street  
Manistee, MI 49660  
T 231.723.1198  
F 231.723.1194

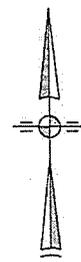
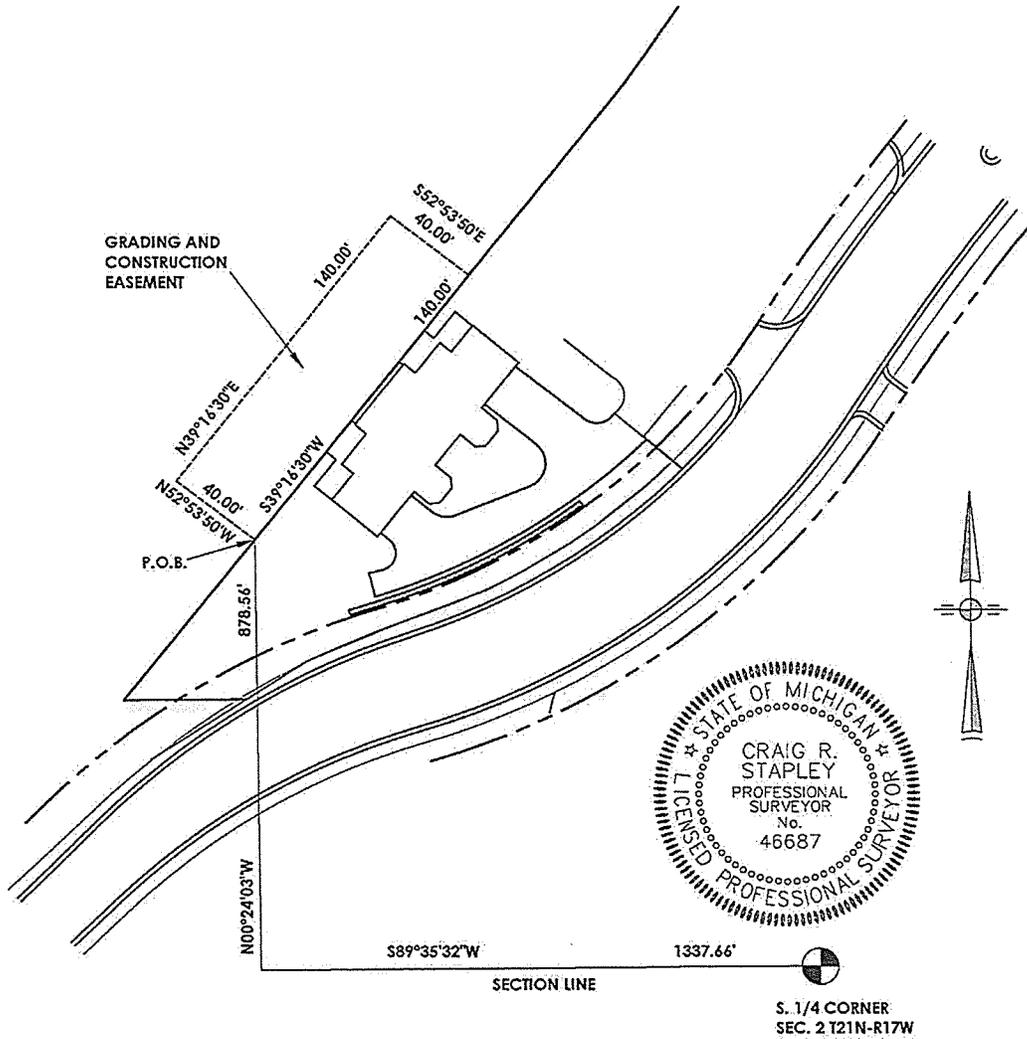
Benton Harbor, MI  
South Haven, MI  
South Bend, IN  
Fort Wayne, IN

# CERTIFICATE OF SURVEY

I, CRAIG R. STAPLEY, A LICENSED PROFESSIONAL SURVEYOR, NUMBER 46687, IN MICHIGAN, CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF A BOUNDARY SURVEY PERFORMED UNDER MY DIRECTION FOR THE FOLLOWING DESCRIBED PARCEL OF LAND:

EASEMENT FOR GRADING AND CONSTRUCTION

AN EASEMENT DESCRIBED AS PART OF THE WEST HALF OF SECTION 2, TOWNSHIP 21 NORTH, RANGE 17 WEST, CITY OF MANISTEE, MANISTEE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTH QUARTER CORNER OF SECTION 2; THENCE SOUTH 89°35'32" WEST ALONG THE SOUTH SECTION LINE 1337.66 FEET; THENCE NORTH 00°24'03" WEST 878.56 FEET TO THE POINT OF BEGINNING; THENCE NORTH 52°53'50" WEST 40.00 FEET; THENCE NORTH 39°16'30" EAST 140.00 FEET; THENCE SOUTH 52°53'50" EAST 40.00 FEET; THENCE SOUTH 39°16'30" WEST 140.00 FEET TO THE POINT OF BEGINNING.



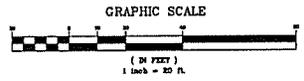
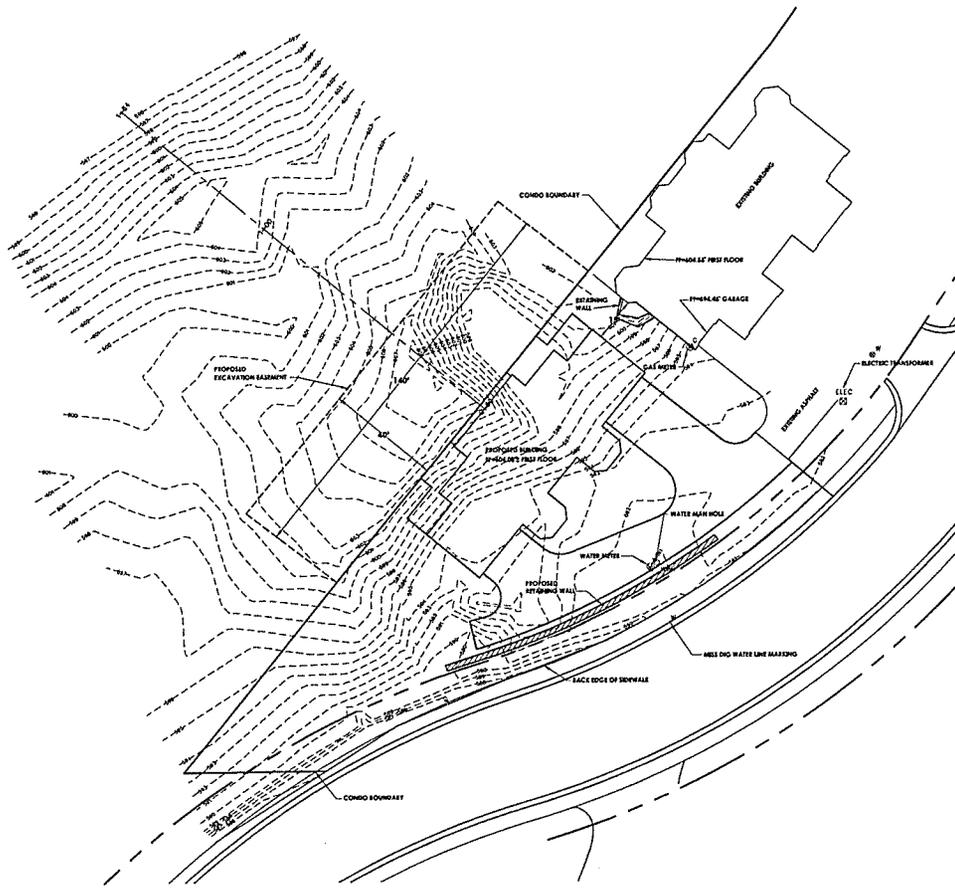
*Craig R. Stapley*  
CRAIG R. STAPLEY  
LICENSED PROFESSIONAL SURVEYOR NO. 46687  
ABONMARCHE CONSULTANTS, INC.

*9/21/12*  
DATE OF CERTIFICATE

THIS SURVEY WAS BASED ON THE INCLUDED LEGAL DESCRIPTION AS IT APPEARS ON A DEED OR TITLE INSURANCE POLICY PROVIDED TO US BY THE PERSON TO WHOM THE SURVEY IS CERTIFIED, AND SHOULD BE COMPARED WITH THE ABSTRACT OF TITLE OR TITLE INSURANCE POLICY FOR ACCURACY, EASEMENTS OR EXCEPTIONS. ANY WRITTEN OR UNWRITTEN RIGHTS OF ADJACINERS ARE UNKNOWN UNLESS SPECIFICALLY NOTED. THE SURVEYOR'S LIABILITY FOR ANY AND ALL CLAIMS, INCLUDING BUT NOT LIMITED TO THOSE ARISING OUT OF THE SURVEYOR'S PROFESSIONAL SERVICES, NEGLIGENCE, GROSS MISCONDUCT, WARRANTIES OR MISREPRESENTATIONS SHALL BE DEEMED LIMITED TO AN AMOUNT NO GREATER THAN THE SERVICE FEE.

PREPARED FOR:  <b>JOHN &amp; ANN MOONEY</b>	DRAWN BY: CRS	SSEC. 2
	APPROVED BY: CRS	T21N
	DATE: SEPT 21, 2012	R17W
	SCALE: 1"=60'	SHEET 1 OF 1

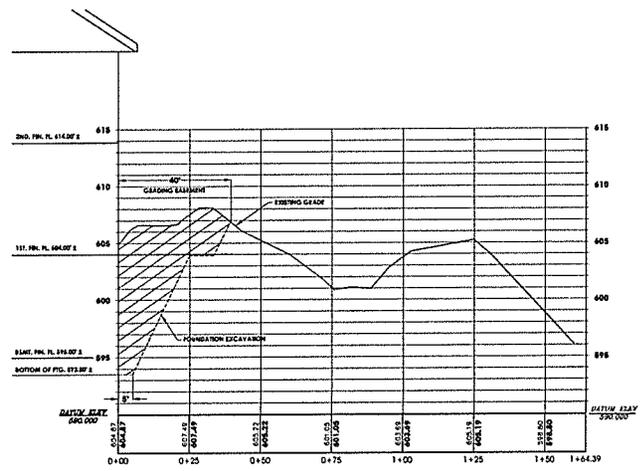
JOB NO. 12-0649



**NOTE:**  
 1. ELEVATIONS ARE BASED ON PREVIOUS HARBOR VILLAGE DATA USED IN ABONMARCHÉ PROJECT AM-084-196.  
 2. ELEVATIONS SHOWN ARE BASED ON PREVIOUS ABONMARCHÉ PROJECT REVISIONS 1 & 2. HIGHLIGHTS.  
 3. UTILITIES SHOWN ARE FROM A CASUAL SITE INSPECTION ONLY. NO UTILITY COMPANY DATA WAS FILED IN THE PREPARATION OF THIS DRAWING.  
 4. BOUNDARY LINES SHOWN ARE FROM PREVIOUS ABONMARCHÉ PROJECT AM-084-196. THIS SURVEY IS NOT A BOUNDARY SURVEY.

**LEGEND**

- TREE
- ELECTRICAL LOCATION
- GUY WIRE
- POWER POLE
- TELEPHONE LOCATION
- GAS LOCATION
- WATER LOCATION
- SANITARY MANHOLE
- STORM MANHOLE
- TELEPHONE FOOTSTAL
- STREET SIGN
- CURB E.V.
- FIRE HYDRANT
- CATCH BASIN
- WASTE VALVE
- TELEPHONE POLE
- WATER CYCLE STOP
- STREET POLE
- TRAFFIC SIGN
- BOMBING LOCATION
- GAS VALVE
- WATER METER
- GROUND POST
- LIGHT POLE
- SIGN
- ELECTRIC MANHOLE
- MANHOLE
- CURB CATCH BASIN



**ABONMARCHÉ**  
 CONSULTING ENGINEERS  
 1415 10th Street, S.E.  
 Grand Rapids, MI 49506  
 Phone: 616.453.1111  
 Fax: 616.453.1112

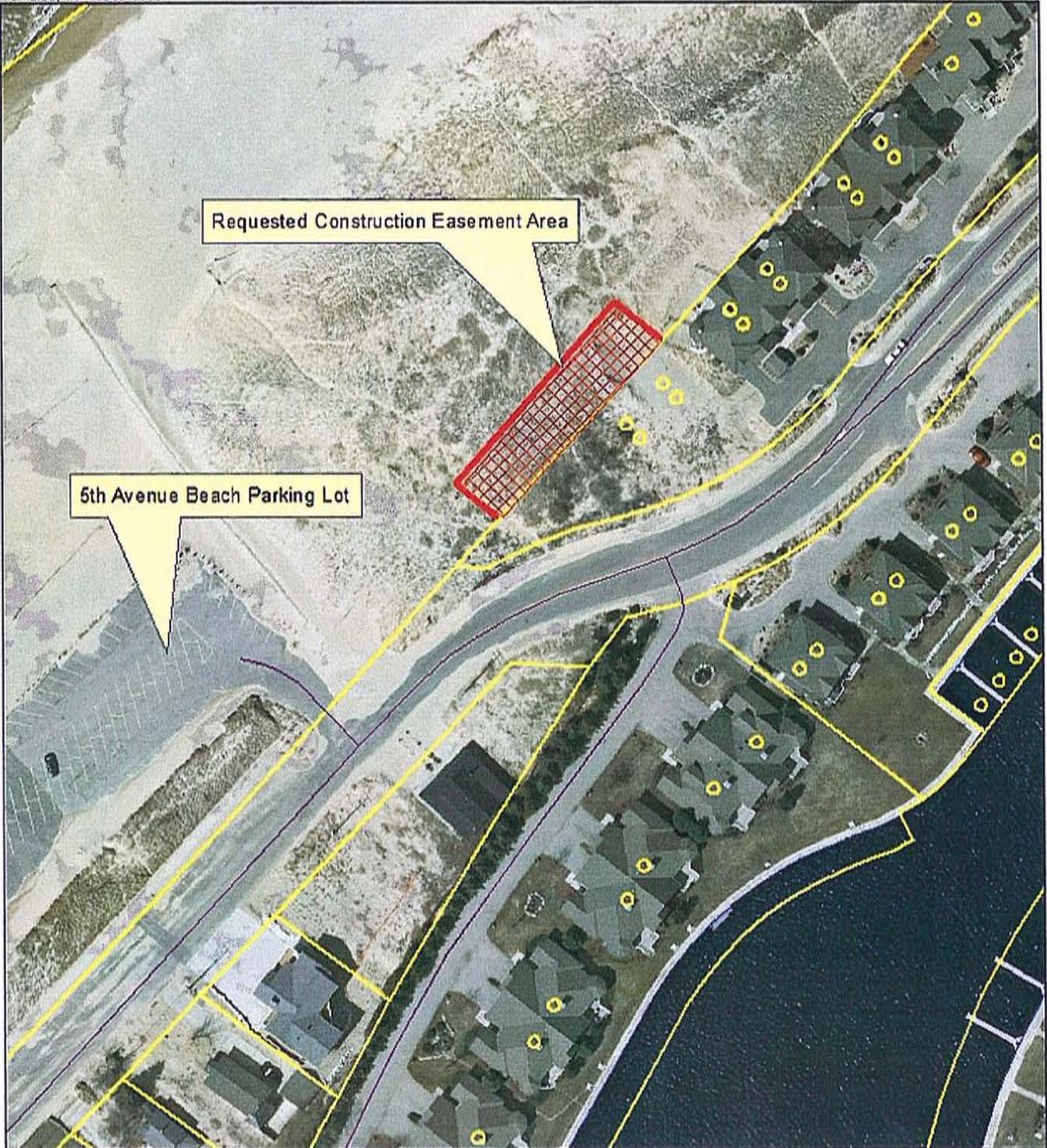
**PROJECT:**  
 JOHN & ANN MOONEY  
 919 SAN LUCIA DR. SE  
 GRAND RAPIDS, MI 49506

**TOPOGRAPHIC SURVEY  
 LAKESHORE CONDOMINIUM  
 HARBOR VILLAGE  
 MANISTEE CO., MICHIGAN**

**SHEET TITLE:**  
 DRAWN BY: CCB  
 DESIGNED BY: N/A  
 PAI REVIEW: JWM  
 CHECKED BY: CCB  
 DATE: 7-4-12  
 SEAL:  
 SIGNATURE:  
 DATE:  
 HARD COPY & PRINTING TO BE AT 1/4" WHEN PLOTTED. SCALES INDICATED AND GRAPHIC QUALITY MAY NOT BE ACCURATE FOR ANY OTHER USE.  
 SCALE:  
 HORIZ: 1" = 20'  
 VERT: 1" = 5'  
 ACROSS #  
**12-0649**  
 SHEET NO.

NO.	REVISION DESCRIPTION	BY	DATE

# Construction Easement



Aerial Photo Date: Apr., 2008  
© City of Manistee 2011



1 inch = 97 feet



**CITY HALL**  
70 Maple Street

**CITY MANAGER**  
231.398.2801

**CITY ASSESSOR**  
231.398.2802

**BUILDING INSPECTOR**  
231.398.2806

**PLANNING, ZONING &  
COMMUNITY DEV.**  
231.398.2805

**CITY CLERK**  
231.398.2803

**CITY TREASURER**  
231.398.2804

**WATER BILLING**  
231.723.2559

**ADMINISTRATION**  
FAX 231.723.1546

**CLERK/TREASURER**  
FAX 231.723.5410

**POLICE DEPARTMENT**  
70 Maple Street  
231.723.2533  
FAX 231.398.2012

**FIRE DEPARTMENT**  
281 First Street  
231.723.1549  
FAX 231.723.3519

**PUBLIC WORKS**  
280 Washington St.  
231.723.7132  
FAX 231.723.1803

**PARKS DEPARTMENT**  
231.723.4051

**WATER MAINTENANCE**  
231.723.3641

**WASTEWATER PLANT**  
50 Ninth St.  
231.723.1553

September 19, 2012

Memo To: Mitch Deisch   
From: David M Bachman  
Re: Special Event Request  
Manistee Catholic Central Homecoming

Mitch;

MCC is requesting approval of and an escort for the annual MCC Homecoming parade.

As usual, the Parade would start at River and Division Sts. A lead and trail vehicle would be provided by us. The parade is scheduled to form at 4:30 PM and start at 5PM. on Friday, October 12<sup>th</sup>.

I will assign a Sergeant to supervise the event.

I have no objection to the event and recommend approval for this event.





Name of Special Event: Manistee Catholic Central Homecoming Parade

DK

Date of Special Event: October 12, 2012

Time of Special Event: 4:30PM assembly; 5 PM parade

Number of Units Participating

Marching/Walking: 40 Driven: 20 Other:

Assembly/Starting Location: Division & River

Destination/Finishing Point: Water & River

Route that the Special Event will follow:

Starting point will be River and Division streets moving down towards the marina ending at Water St.

Person(s) / Organization(s) making request: Manistee Catholic Central School

Contact Person:

Norah Benson  
bensonn@manistecatholiccentral.org

Manistee, MI 49660  
Main 231.723.2529

Signature of Contact Person:

*The City of Manistee has been advised by our insurance carrier that when an event is held on City Properties we need to require an insurance certificate naming the City of Manistee as co-insured. An insurance certificate must be on file prior to your event. The minimum amount that our insurance company will accept is \$1 million dollars of Liability Insurance.*

*The Insurance Certificate should be sent to the attention of Mary Nemecek, Deputy Clerk. Ms. Nemecek can be reached at 231.398.2803 her fax# is 231.723.5410.*

**Return this request to the Manistee City Police Department after it has been filled out and only after the first requirement has been complied and approved.**

**Traffic Control Order #01-67  
Special Event Permit**

**Uniform Traffic Code adopted by the City of Manistee, Michigan November 5, 1963.**

Section 5.47 When permits are required for parades, processions and other special events.

No procession, Parade or Special Event, excepting the forces of the United States Armed Services, the Military forces of this State and the forces of the Police and Fire Departments, shall occupy, march or proceed along the roadway, except in accordance with a permit issued by the Chief of Police and such other regulations as are set forth herein which may apply.

**The following requirements must be complied with in order to obtain a permit.**

1. Any person, persons, or organization, must receive permission of the City Council. The request must be in writing and passed by the City Council at a regular or special meeting. The City Council meets regularly the 1<sup>st</sup> and 3<sup>rd</sup> Tuesdays of the month.
2. Applications must be completely filled out and submitted thirty (30) days prior to the Special Event date to the City Council through the Chief of Police.
3. Special Event Forms for the permits will be provided by the Chief of Police and can be obtained at the Manistee Police Department, 70 Maple Street, Manistee, MI 49660.

**This Traffic Control Order was passed by the City Council on October 3, 1967 at a regular meeting.**

This order was filed with the City Clerk on September 28<sup>th</sup>, 1967.

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



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70 Maple Street

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231.398.2801

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231.723.3641

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September 21, 2012

Mitch Deisch  
City Manager



Mitch:

The Manistee County Fire Fighters Association is requesting a parade route through downtown Manistee for October 6, 2012.

The route will start at 11 am, moving from Division to Maple on River Street, South on Maple through the city to 12<sup>th</sup> Street, ending at Manistee Catholic Central.

This is an on-going annual event in our community and has been celebrated without negative impact in previous years.

I have no objection to the request and can see no reason to deny it.

Respectfully,



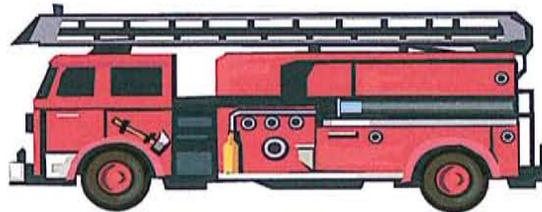
David M. Bachman  
Chief of Police





**Come Join the Manistee County Fire Fighters Association  
On Saturday, October 6, 2012**

**Parade 11:00 a.m. Downtown Manistee**



**The M.C.F.F.A. will showcase their rescue units and equipment  
Immediately following the parade at Manistee Catholic Central  
until 3 p.m.**

- \*Games and Prizes**
- \*Sparky the Fire Dog**
- \*Smokey Bear**
- \*Refreshments**
- \*Informational Material for Adults & Children**



**Manistee County Fire Fighters Association Members:  
City of Manistee, Filer Twp., Stronach Twp., Eastlake Fire,  
Manistee Twp., Onkama, Bear Lake, Arcadia, Cleon,  
Norman Twp., Maple Grove & Dickson**



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50 Ninth St.  
231.723.1553

September 24, 2012

Memo To: Mitch Deisch 

From: David M Bachman

Re: Boos, Brews & Brats Festival event request

Mitch:

With this memo is an agenda request item to hold Boos, Brews & Brats Festival. This event is requested for October 27, 2012.

As you can see from the attached schedule of events it is filled with many events to include members of the entire community. Children and adults will have several entertainments to participate in.

I believe this could be a solid addition to the events calendar and recommend approval.

DB 



September 24, 2012

Dear Mitch Deisch,

I'm a volunteer on the planning committee for the Boos, Brews & Brats Festival that will be held in downtown Manistee on October 27, 2012. We would like to incorporate a Zombie Fun Run into this year's festival activities. I have a few route choices for both a 1-mile Walk/Run and a 5k Run that I would like to present to the City Council for review. For this event, and possibly the trick-or-treating, we want to close some city streets to traffic for the safety of the children attending. I would like to be on the consent agenda portion of the city council meeting on October 2, 2012 to review this with everyone. I realize that it is past the 30 day mark for Council, but I am hoping that it still might be considered.

I am trying to schedule time with Dave Bachman prior to Tuesday night's meeting to review proposed Zombie Fun Run routes and ask for his input as well.

Thanks for considering my request.

Georgia Malinsky

Downtown Development Association Volunteer for Boos, Brews & Brats Festival October 27, 2012

Email: [gcaruthe@hotmail.com](mailto:gcaruthe@hotmail.com)

Address: 607 Pine St, Manistee

Cell Phone: 678-362-2903

**Boos, Brews & Brats Tentative Timeline:**

<b>9:00am - 1:00pm</b>	<b>Farmers' Market (tentative?)</b>
<b>12:00pm – 3:00pm</b>	<b>Buskers downtown</b>
<b>12:30pm</b>	<b>Pet Parade (Fountain to Tent)</b>
<b>1:00pm – 3:00pm</b>	<b>Trick-or- Treating</b>
<b>1:30pm – 3:30pm</b>	<b>Kids' Games near Fountain/Shuffleboard</b>
<b>1:30pm – 3:30pm</b>	<b>Zombie Run Registration (Tent)</b>
<b>3:30pm</b>	<b>Kids' Costume Contest (Tent)</b>
<b>4:00pm</b>	<b>Zombie Run – 1 Mile Start</b>
<b>4:10pm</b>	<b>Zombie Run – 5k Start</b>
<b>5:10pm</b>	<b>Announce Zombie Run/Costume Winners</b>
<b>6:00pm – 11:00pm</b>	<b>Music/Food/Beer Tent – start earlier?</b>
<b>9:00pm</b>	<b>Adult Costume Contest</b>



Proposed Zombie Fun Run - 1 mile



