

# DOWNTOWN MANISTEE

— michigan —

*The Mission of the Manistee Downtown Development Authority is to foster the development and promotion of an identifiable and attractive downtown area that will strengthen business and a sense of community ownership.*

Special Board Meeting January 27<sup>th</sup>, 2019 at 8 am  
City Hall Council Chambers, 3<sup>rd</sup> Floor

1. Call to order – Chair
2. Approval of Agenda
3. Public comment. (Limit 5 minutes per person).
4. Old Business
  - a. Action: Approval for \$5,000 for Sleighbell television production to market and promote Downtown Manistee/Sleighbell Parade
  - b. Action: Approval for budget amendment for \$1,000 out of the general fund for additional 248-902 Legal Fees
5. New Business
  - a. Action: Approval of Ramsdell Theatre Contract for Spark Manistee Competitions
6. Board Member comments
7. Public Comment. (Limit 5 minutes per person).
8. Action: Consideration of Closed Session for Executive Director Performance Review  
Director, Caitlyn M Berard, has requested a closed session permitted by the Michigan Open Meetings Act, Section 8 ( a ) for discussion on Executive Director six month professional review
9. Adjournment

## Caitlyn Berard

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**From:** Rachel Brooks <movingspiritsmanistee@gmail.com>  
**Sent:** Wednesday, December 18, 2019 12:24 PM  
**To:** Kendra Remail  
**Cc:** Mick Szymanski; David Mix; Janet Duchon; Jeff Mikula; Caitlyn Berard; Valarie Bergstrom; Kyle Mosher; Barry Lind  
**Subject:** Sleighbell Work Plan  
**Attachments:** 2020 Sleighbell Workplan - Excel.xlsx

Hi Kendra,

Attached please find the Sleighbell work plan. You may want to review it with the committee to make sure I'm not leaving anything out. In addition, you should get DDA approval on the work plan.

→ Reviewing w/ Comm 1/29/20  
Caitlyn, will you please include the below items on the January 8 board agenda. Kendra will be in attendance to speak during public comment on item number 2.

- 1) Approval to move forward with 2020 Victorian Sleighbell Parade & Old Christmas Weekend, Kendra Remail as event chair
- 2) Approval for \$5000 for Sleighbell television production to market and promote Downtown Manistee/Sleighbell Parade

If anyone has any questions or concerns, please let me know.

Best,  
Rachel

# Manistee Downtown Development Authority

## ACCOUNT QUICKREPORT

July 2019 - June 2020

DATE	TRANSACTION TYPE	NUM	NAME	MEMO/DESCRIPTION	ACCOUNT	CLR	AMOUNT	BALANCE
<b>Fee Related Expenses</b>								
<b>248-902 Legal Fees</b>								
09/25/2019	Bill	637028	MIKA MEYERS BECKETT & JONES PLC	Attorney Fees	248-902 Fee Related Expenses:Legal Fees		800.00	800.00
10/22/2019	Bill	637940	MIKA MEYERS BECKETT & JONES PLC	Attorney Fees	248-902 Fee Related Expenses:Legal Fees		150.00	950.00
11/21/2019	Bill	638857	MIKA MEYERS BECKETT & JONES PLC	Attorney Fees	248-902 Fee Related Expenses:Legal Fees		475.00	1,425.00
<b>Total for 248-902 Legal Fees</b>							<b>\$1,425.00</b>	
<b>Total for Fee Related Expenses</b>							<b>\$1,425.00</b>	
<b>TOTAL</b>							<b>\$1,425.00</b>	



# SPARK

## RAMSDELL/DDA MULTI-YEAR CONTRACT

This Agreement is made on January 13, 2020, between Ramsdell Regional Center for the Arts (RRCA) and the Downtown Development Authority (DDA), concerning the terms of their rental in the presentation of the annual SPARK MANISTEE event.

### MULTI-YEAR CONTRACT

The parties are making this Agreement because they desire to host an annual community event at the Ramsdell Theatre in Manistee, MI.

### General Overview

The DDA SPARK MANISTEE event will occur at the Ramsdell and feature finalists competing to win a popular vote and seed money to start a new business in Manistee. The main event is free to the public and takes place in the THEATRE. Finalists meet in HARDY HALL before the main event to share information about their business ideas to the community, CLASSROOM B is used to advance the education of Finalists through lectures led by the Small Business Development Center (SBDC). Walk-throughs with the finalists and production meetings are anticipated to go over the details of the entire event.

The RRCA agrees to provide the use of the following spaces:

### 2020

#### MAIN EVENT DATE

Saturday, January 25, 2020

#### TIME

10:30 A.M. – 1:00 P.M.

#### ROOMS RESERVED

Theatre, basement dressing rooms, green room, Hardy Hall

#### WALK-THROUGH DATE

1. Monday, January 13, 2020
2. Friday, January 24, 2020

#### TIME

8:00 A.M. – 9:00 A.M.  
6:00 P.M. – 7:00 P.M.

#### ROOMS RESERVED

N/A with DDA staff  
N/A with DDA staff and finalists

### 2021 - TBD

### 2022 - TBD

**Rental Costs**

\$400	Theatre rental (20% discount)
\$180	Hardy Hall rental (20% discount)
\$200	Production Crew (1 crew member)
\$400	Administrative and facilities fee (event coordinating, management, promotion, utilities)
Waived	Classroom B
\$250	Refundable Security Deposit

Total contract for 2020, 2021, and 2022 is \$1,430. The rental amount (\$1,180) is due 2 weeks before each year's event dates along with the refundable security deposit (\$250). A separate check is required for the security deposit. Both checks can be written out to the Ramsdell Regional Center for the Arts (RRCA) and mailed to 101 Maple St, Manistee, MI 49660.

The RRCA agrees to offer the same rate through 2022. In the event the RRCA's rental, production, or administrative fees change, DDA will not be subject to these rate increases until a new contract is issued for events in 2023.

**RRCA Obligations**

1.1 The RRCA agrees to provide the use of spaces within the Ramsdell, as outlined under 'General Overview.'

The RRCA agrees to provide necessary technical and administrative staff to cover all aspects of building access and use and audience seating during these days. This provision does not include the RRCA covering third party expenditures contracted independently by DDA such as, but not limited to, catering services, decorations, hotels, etc.

1.2 The RRCA will make best efforts to help promote the SPARK MANISTEE event in its web communications to RRCA patrons and subscribers and assist with marketing the event.

**DDA Obligations**

DDA agrees that it will do the following:

2.1 DDA will be responsible for producing the SPARK MANISTEE event, including but not limited to the coordination and selection of its key personnel and content.

2.2 DDA will recognize the RRCA's role through its logo in all major marketing and promotional materials, including but not limited to its printed materials, website and other media. This recognition shall reflect the RRCA's role as SPARK MANISTEE's venue.

2.3 DDA will be responsible for providing the RRCA staff will all event information, production and technical specifications, including stage set-up, lighting, and audio/visual requirements 30 days prior to the event dates. Any changes or updates to these must be reported to the Executive Director, Xavier Verna.

2.4 Insurance - DDA must provide proof of insurance acceptable to the RRCA as outlined below.

Public Events: If the event being held is a public event by an organization, or an individual sponsoring the event on behalf of an organization or business, the entity signing the rental contract shall provide to the RRCA a certificate of insurance showing that General Liability Coverage with the following limits has been obtained and includes the City of Manistee and the Ramsdell Regional Center for the Arts as Additional Insureds:

Each Occurrence Limit	\$500,000
Personal Injury Liability	\$500,000
Products/Completed Operations	\$1,000,000
General Aggregate	\$1,000,000
Medical Payments	\$5,000
Fire Legal Liability	\$50,000

The applicable insurance requirements must be provided to the RRCA no later than 30 days prior to the event.

DDA assumes all responsibility for its employees, staff, volunteers, guests and other attendees, and any injuries, damages or loss suffered shall be the responsibility of DDA. DDA shall hold the RRCA and City of Manistee harmless and indemnify both from any all claims associated with damage or injury occasioned by DDA or its guests.

### **General Understandings**

3.1 Activities shall be limited to the agreed areas under 'General Overview,' necessary common areas and restrooms. Spillover of the event into other areas or wandering through the complex is not permitted.

3.2 All agreed areas must be kept clean and organized at all times.

3.3 During walk-throughs and main event, all food and beverages, except water that is in a container and has a twist on cap, are NOT allowed in the theatre.

3.4 Report all problems, concerns, broken or improperly functioning equipment to Laura ([Lortiz@RamsdellTheatre.org](mailto:Lortiz@RamsdellTheatre.org)) or Xavier ([Xverna@RamsdellTheatre.org](mailto:Xverna@RamsdellTheatre.org)) by email. In the event of an emergency, call Laura (616-328-4840) or Xavier (231-690-5130).

3.5 Use of the Theatre light, sound or projection equipment must be arranged at least 30 days in advance of the event.

3.6 No tape, tacks or nails may be used on walls, woodwork, or floors without the approval of the RRCA.

3.7 The RRCA shall not be responsible for safekeeping of valuables.

3.8 The RRCA is not responsible for items left behind.

3.9 Arrangements for entrance into the building for set-up and the event, (including but not limited to employees, volunteers, technicians, caterers, flowers, music, etc.), must be scheduled in advance.

3.10 DDA will maintain and keep the premises in good repair and clean condition. DDA will pay RRCA for the cost of all repairs made necessary by the negligent or careless use of the premises and will surrender the premises at the conclusion of its use in a similar condition as when taken. Reasonable wear and tear resulting from careful usage is expected.

3.10.1 DDA shall have the right to solicit its own Sponsors for the 2020 events and all its other programming.

3.10.2 Conversely, the RRCA shall have the right to solicit its own underwriters for events at the Ramsdell. Said underwriters may earn required recognition in various advertising, program books, or in-house signage.

3.10.3 The intent from both parties is to continue the partnership in future years.

3.10.4 All relevant accounting shall be settled within 30 (thirty) business days following each event.

3.10.5 Force Majeure - Neither DDA nor the RRCA shall be liable for the failure to perform their respective obligations under this Agreement when such failure is caused by fire, explosion, flood, act of God or inevitable accident, civil disorder or disturbance, vandalism, war, riot, sabotage, weather and energy related closings, governmental rules or regulations, labor disputes or like causes beyond the reasonable control of the parties.

3.10.6 In the event of an emergency situation, where the DDA event may not take place at the Ramsdell due to an aforementioned force majeure occurrence, the RRCA will work with DDA to reseat, redirect, or accommodate patrons in a substitute venue or timeframe.

3.10.7 The Ramsdell is a smoke free facility. Absolutely **NO SMOKING** is allowed in the building or within 30 feet of any entrance.

**Authorization**

All individuals signing this Partnership Agreement represent and warrant that they have full authorization to execute the same.

**All terms as set forth in this Partnership Agreement shall be enforced.**

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**For the Ramsdell Regional Center for the Arts:**

\_\_\_\_\_  
Xavier Verna  
Executive Director

\_\_\_\_\_  
Date

**The Downtown Development Authority:**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Address: \_\_\_\_\_

**Please mail completed Agreement to:**

**Ramsdell Regional Center for the Arts  
101 Maple Street  
Manistee, MI 49660**

**OR email to [xverna@RamsdellTheatre.org](mailto:xverna@RamsdellTheatre.org)**