



SPECIAL MEETING MINUTES

Friday, October 20, 2023
1:00 P.M.

Manistee County Courthouse & Government Center
Board of Commissioners' Meeting Room

Members Present: Rachel Nelson, Chair; Gary Buren, Vice Chair; Julie Griffis, Secretary/Treasurer; Eric Gustad; Greg Carlson

Members Absent: none

Others Present: Susan Wenzlick, Fishbeck Consultant; Katie Mehl, Zoning Administrator/Planner; Lisa Sagala, County Administrator/Controller; Lindsey Traeger, Recording Secretary

Rachel Nelson, Chair, called the meeting to order at 1:01 P.M. Roll call was taken by the Recording Secretary.

No public comment.

Ms. Nelson introduces our discussion topic of the Blight Elimination Program for round 3 and 4. We will apply for round 4 funds first, as that is the competitive round and applications are due by December 8, 2023. Round 3 funds are guaranteed.

Discussion was had regarding potential projects that each Land Bank member had identified. Ms. Wenzlick will be writing the grant applications. After discussion,

There was a motion by Mr. Carlson, supported by Mr. Gustad, to apply for demolition of 518 1st Street in Manistee and stabilization of 540 1st Street in Manistee for round 4 of the State's Blight Elimination Program.

A roll call was taken:

Yeas: 5 (Nelson, Buren, Griffis, Gustad, Carlson)

Nays: 0

Absent: 0

Motion carried.

Ms. Nelson presented the Independent Contractor Agreement with Manistee County (APPENDIX A). Ms. Nelson did point out on page 1 of the Agreement that number four, **Compensation**, should read, "Compensation shall be made at the applicable hourly rate, including benefits,....." After discussion,

There was a motion by Mr. Gustad, supported by Mr. Carlson, to approve the Independent Contractor Agreement with Manistee County, with the change to "Compensation" as noted, and to authorize Ms. Nelson to execute the agreement.

A roll call was taken:

Yeas: 5 (Nelson, Buren, Griffis, Gustad, Carlson)

Nays: 0

Absent: 0

Motion carried.

There being no further business to come before the Authority, the meeting was adjourned at 2:26 P.M.

Respectfully Submitted,

Julie Griffis, Land Bank Authority Secretary/Treasurer

INDEPENDENT CONTRACTOR AGREEMENT

This Agreement, effective as of [effective_date] is made between **The Manistee County Land Bank Authority**, a Michigan public body corporate, whose principal place of business is 415 Third Street, Manistee, MI 49660 (the "Land Bank") and **Manistee County**, a Michigan public body corporate, whose principal place of business is 415 Third Street, Manistee, MI 49660 ("Contractor").

Background

- A. The Land Bank is tasked with returning tax-foreclosed, abandoned, and blighted properties located in Manistee County back to productive use.
- B. Pursuant to its responsibilities, the Land Bank engages in various development and remediation efforts related to real property that the Land Bank controls.
- C. The Land Bank requires administrative support in the form of project management services to assist with these efforts.
- D. Contractor, through its Planning Department, has experience and expertise in efforts related to community planning and development.
- E. The Parties therefore wish to enter into this Agreement to further their shared goals of continued growth and development in Manistee County.

Accordingly, in consideration of the mutual promises stated in this Agreement, the parties agree as follows:

1. **Term of Agreement.** The term of this Agreement shall commence on [redacted], 2023 and terminate on **September 30, 2024** (the "Term").
2. **Services to be Performed.** Contractor, through its Planning Department, shall serve as Project Manager consistent with the attached Scope of Work which is incorporated here by reference.
3. **Contract Administrators.** The Chairperson shall be the primary administrator of this Agreement on behalf of the Land Bank. The Chairperson shall be primarily responsible for communication with Contractor, assigning tasks, and monitoring Contractor's work. The primary administrator of this Agreement on behalf of the Contractor shall be the County Planning Director. The Director shall be primarily responsible for communication with the Land Bank and in coordinating services as requested by the Land Bank.
4. **Compensation.** The Land Bank shall compensate Contractor on an hourly basis for services rendered pursuant to this Agreement. Compensation shall be made at the applicable hourly rate for the personnel assigned by Contractor to accomplish its obligations under this Agreement. The Contractor shall not incur more than 75 total hours per month pursuant to this Agreement. The Land Bank shall not be responsible to compensate Contractor for more than 75 total hours in any given month unless agreed to in writing by the Land Bank. Contractor shall invoice the Land Bank monthly for time expended and shall provide the Land Bank with a detailed time log with each invoice.
5. **Timeliness.** Contractor shall complete all services in a timely, ethical, and professional manner. At the request of the Land Bank, Contractor shall provide a status report and estimated delivery date for all services in progress at that time.

6. **Independent Contractor Status.** Contractor's relationship to the Land Bank shall be that of an independent contractor and not of an officer, employee, or agent of the Land Bank. The Land Bank shall have no liability to Contractor except to compensate Contractor in accordance with the terms of this Agreement. The Land Bank will not withhold FICA (Social Security and Medicare taxes) from Contractor's compensation or make FICA payments on Contractor's behalf. Likewise, the Land Bank will not make state or federal unemployment compensation contributions on Contractor's behalf. Contractor shall pay all taxes incurred while performing services under this Agreement—including all applicable income taxes and, if Contractor is not a corporation, self-employment (Social Security) taxes. On demand, Contractor shall provide the Land Bank with proof that such payments have been made.

7. **Worker's Compensation.** Because Contractor is an independent contractor, the Land Bank shall not obtain worker's compensation insurance on behalf of Contractor or Contractor's employees. If Contractor hires employees to perform any work under this Agreement, Contractor will cover them with worker's compensation insurance where so required and provide the Land Bank with proof of such coverage upon request.

8. **Materials & Expenses.** Contractor shall furnish all materials, equipment, and supplies used to provide the services required by this Agreement unless otherwise specifically agreed to by the Land Bank.

9. **Confidentiality.** Contractor acknowledges that they may become privy to confidential information in performance of this Agreement and agrees that Contractor shall not, now or at any point in the future, use or disclose any confidential information provided to Contractor by the Land Bank nor allow the same to be acquired or transmitted to any third party under any circumstances in any form except to the extent necessary to perform services outlined in this Agreement. This provision shall survive beyond the term of this agreement or any early termination thereof.

10. **Termination.** Either party may terminate this agreement for any reason whatsoever at any time if they provide the other party thirty (30) days notice in writing. Notice of termination shall be by personal delivery, email, or certified mail, postage prepaid, return receipt requested and shall be given to the other party at the address listed at the top of this Agreement. Notice of termination shall be deemed given at the time it is submitted for delivery to any third party or external delivery method or system. However, the covenants contained herein shall survive such termination and extend for the full Term outlined in paragraph 1 or for the specific duration specified for such covenant if different than the Term. Contractor shall be compensated for any hours expended prior to notice of Termination but shall not be compensated for any additional time following such notice unless specifically agreed to in writing by the Land Bank.

11. **Applicable Law.** This Agreement will be governed by the laws of the State of Michigan.

12. **Exclusive Agreement.** This is the entire Agreement between the parties.

13. **No Partnership.** This Agreement does not create a partnership relationship. Contractor does not have authority to enter into contracts on the Land Bank's behalf or to bind the Land Bank in any other manner.

14. **Assignment and Delegation.** Contractor may not assign or subcontract any rights or obligations under this Agreement without the Land Bank's prior written approval.

15. **Severability and Enforceability.** If any provision of this Agreement shall be determined to be invalid, illegal or otherwise unenforceable by any court of competent jurisdiction, the validity, legality and

enforceability of the other provisions of this Agreement shall not be affected thereby. Any invalid, illegal or unenforceable provision of this Agreement shall be severable, and after any such severance, all other provisions hereof shall remain in full force and effect.

16. **No Third Party Beneficiary Rights.** This Agreement and the provisions contained herein are for the sole benefit of the parties hereto and their successors and permitted assigns. This Agreement shall not be construed as conferring any rights, including any third party beneficiary rights, to any person or entity of any kind that is not a party hereto.

17. **Waiver.** The waiver by any party hereto of a breach of any provision of this Agreement shall not operate or be construed as a continuing waiver or the waiver of any other or subsequent breach.

18. **Counterparts and Electronic Signatures.** This Agreement may be executed in one or more counterparts, each of which is deemed an original but all of which together shall constitute one agreement. A signed copy of this Agreement transmitted by facsimile, email or other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement for all purposes.

Manistee County

Manistee County Land Bank Authority

By: Jeffrey Dontz
Its: Board Chairperson

date

By: Rachel Nelson
Its: Chairperson

date

Scope of Work

The Project Manager shall assist with Land Bank projects as requested and assigned by the Land Bank. The Project Manager shall work to achieve project goals and objectives as defined by the Land Bank.

Essential duties and functions of the Project Manager position—as a particular project may require—include:

- Identifying real property suitable for projects and assisting with acquisition
- Identifying and vetting developers
- Identifying and pursuing grant opportunities and assisting in managing grants that are ultimately awarded
- Fostering and maintaining positive working relationships throughout the community including with local units of government, public and private community organizations and other agencies
- Soliciting community input and involvement for proposed projects
- Working closely with local housing and economic development organizations to identify how the Land Bank might offer assistance and further their development projects
- Maintaining a positive working relationship with the Manistee County Brownfield Authority
- Continuing partnerships with Manistee Habitat for Humanity and Tiny Developers, as well as identifying and pursuing other partners
- Attending Land Bank trainings
- Maintaining frequent communication with the Land Bank Chairperson and attending Land Bank meetings
- Complying with the Land Bank's Bylaws, Intergovernmental Agreements, Code of Ethics, and Priorities, and any other applicable Land Bank policies and procedures
- Performing other related duties as may be assigned by the Land Bank