



Pamela Colestock – *Mayor*
William Steele – *Mayor Pro Tem*
Suzanne Politza – *Council Member*
Stacey Robison – *Council Member*
Ken Nicholas – *Council Member*

Yvonne Ridge – *City Manager*
Larry Joe Weeks – *Police Chief*
Roger McNutt – *Fire Chief*
LeRoy Hummel – *Building Official*
Rob Pierce – *Public Works/Utilities Director*
Genny Allen – *Treasurer/Finance Director*
Robin Webb – *City Clerk*
Randy Jewell – *City Assessor*
Corey Cagle – *Director of Parks, Recreation and Events*

**CITY OF EATON RAPIDS
WORK SESSION AGENDA**

November 27, 2023

Note the Change in
Start Time 5:30 pm

City Hall
200 S. Main Street

This meeting will be streamed live for viewing only at:

<https://us06web.zoom.us/j/85394331944>

Meeting ID: 853 9433 1944

Please note all public comments must be made in person.

Call To Order

Public Comments

Closed Session to consider a matter of attorney client privilege (MCL.15.268)

Unfinished and Special Business

New Business

1. Oakridge Park-Interlocal Agreement Draft

Public Comments

Closed Session to consider a matter of attorney client privilege (MCL.15.268)

Adjourn



MEETING DATE: 11/27/2023

CITY MANAGER

To: Mayor and City Council

Work Session

From: Yvonne Ridge, City Manager

Regular Meeting

Submitted: 11/22/2023

Subject: Interlocal Agreement Oak Ridge Park

SUMMARY

The City of Eaton Rapids and Eaton Rapids Township entered a joint Park Purchase Agreement for Oak Ridge Park on December 1, 2017. The agreement has worked well, however, for Oak Ridge Park to operate more efficiently, an interlocal agreement is being proposed.

The interlocal agreement will establish a board of directors who will have decision making authority for Oak Ridge Park operations. The board of directors will be able to provide better services to our community and work more efficiently. The details are listed in the proposed Interlocal Agreement.

STAFF RECOMMENDATION/MOTION

Review Interlocal Agreement/Discussion

LIST OF SUPPORTING DOCUMENTS

Proposed Interlocal Agreement – City of Eaton Rapids and Eaton Rapids Township

Spreadsheet of Revenue and Expenses – 1/1/17 to present

**INTERLOCAL AGREEMENT
FOR THE DEVELOPMENT AND MAINTENANCE OF OAKRIDGE PARK**

This interlocal agreement (“Agreement”) is entered into by and between the City of Eaton Rapids, a Michigan municipal corporation, whose address is 200 South Main Street, Eaton Rapids, Michigan 48827, and the Township of Eaton Rapids, a Michigan municipal corporation, whose address is 2512 South Canal, Eaton Rapids, Michigan 48827 (collectively referred to as the “Participating Municipalities”).

This Agreement establishes a Recreation Cooperative under the authority of the Urban Cooperation Act, Act 7 of the Public Acts of 1967, as amended; Act 156 of the Public Acts of 1917, as amended; and Act 35 of the Public Acts of 1951, as amended.

ARTICLE I – PURPOSE

1. Purpose

- a. The purpose of this Interlocal Agreement is to facilitate and support varied recreational opportunities principally for the residents of the City of Eaton Rapids (the “City”) and the Township of Eaton Rapids (the “Township”). Resources allocated and/or generated through the establishment of this Agreement will be directed toward, but not limited to, the development and maintenance of Oakridge Park
- b. This Agreement shall supersede the City of Eaton Rapids-Eaton Rapids Township Joint Park Purchase and Maintenance Agreement, executed December 1, 2017, and Joint Park Purchase and Maintenance Agreement Addendum, executed by the City on September 10, 2019 and Township on September 26, 2019.

ARTICLE II – RECREATIONAL COOPERATIVE

1. Name

The name of the body formed by way of this Agreement is the Oakridge Park Recreation Cooperative (“Cooperative”).

2. Board

- a. The Cooperative shall be governed by a board (“Board”) composed of five (5) members as follows:
 - i. Two (2) members appointed by the City of Eaton Rapids City Council who are residents of the City of Eaton Rapids.

- ii. Two (2) members appointed by the Eaton Rapids Township Board who are residents of the Township of Eaton Rapids.
 - iii. One (1) citizen-at-large member appointed by a three-fourths (3/4) majority vote of the other members of the Board.
- b. The Board members shall serve at the pleasure of the respective appointing body. The City of Eaton Rapids City Council and the Eaton Rapids Township Board may remove their respective Board members by Resolution at any time for cause. The Citizen-At-Large may be removed from the Board by a majority vote of the other members of the Board.
- c. The Citizen-At-Large appointee may, but is not required to be a resident of the City of Eaton Rapids or the Township of Eaton Rapids.
- d. The Participating Municipalities shall appoint their initial two (2) Board members such that one member will serve a one-year term and the second member shall serve a two-year term. Thereafter, all future Board members appointed by the Participating Municipalities shall serve for a term of two years, or until their successor(s) has been appointed and taken office.
- e. The initial Citizen-At-Large appointment shall occur within 30 days of the initial appointment of Board members by the City of Eaton Rapids City Council and Township of Eaton Rapids Board. The initial Citizen-At-Large appointee and all future Citizens-At-Large appointees shall serve a two-year term.
- f. Any vacancy on the Board arising for any reason shall be filled by appointment within thirty (30) days of the vacancy to serve the remainder of the unexpired term.
- g. Members of the Board shall not receive compensation.

Deleted: who is a resident of either the City of Eaton Rapids or the Township of Eaton Rapids

Deleted: 2/3

Deleted: must

Deleted: either

Deleted: , and shall continue be a resident of either such municipality for the duration of the appointee's term. To ensure equal opportunity in representation, the appointment of the Citizen-At-Large will occur in a rotating fashion among the Participating Municipalities in the following order: Township of Eaton Rapids Township, then the City of Eaton Rapids. If the Board is unable to identify an interested candidate from the appropriate Participating Municipality at the time of that Participating Municipality's designated order in the rotation, the Board may appoint a citizen from the next governmental unit in the order of rotation

Deleted: initial

Deleted: members

3. Officers

- a. The Board shall elect at its first meeting, to occur after January 1st of each year, from its membership, a Chairperson, Vice Chairperson, and Secretary/Treasurer, who shall hold respective offices for terms of one year and/or until a successor is elected.
- b. Vacancies in any office shall be filled by the Board within thirty (30) days of the vacancy, for the remainder of the unexpired term.
- c. Officer Responsibilities
 - i. The Chairperson shall preside at all meetings of the Board and shall have all privileges and duties of a Board Member.
 - ii. The Vice-Chairperson shall preside at all meetings of the Board at which the Chairperson is absent.
 - iii. The Secretary/Treasurer shall make and keep, all records, reports, and

minutes required by this Agreement and applicable law, [act as the Freedom of Information of Act coordinator](#), and shall serve as the Board signatory for financial transactions.

4. Meetings

- a. The Board shall meet no less than once per month. The Board, at its first meeting after January 1st of each year, shall establish a regular meeting schedule which shall be posted at the offices of the parties hereto in similar form and within similar times as required by law for governmental meeting schedules.
- b. Special meetings of the Board may be called by the Chairperson or, in the absence of the Chairperson, by the Vice Chairperson, with at least eighteen (18) hours prior notice provided to the members of the Board.
- c. The Board shall comply with the requirements of the Michigan Open Meetings Act, Act 267 of the Public Acts of 1976, as amended.
- d. The Board shall be subject to the Michigan Freedom of Information Act, Public Act 442 of 1976, MCL 15.231, et seq.

5. Quorum

- a. In order to conduct business, a minimum of three (3) members of the Board must be present.

6. Voting

- a. Three affirmative votes shall be necessary for the Board to take any official action at a regular or special meeting.

7. Minutes

- a. Complete written minutes of all Cooperative meetings shall be kept in compliance with applicable provisions of the Michigan Open Meetings Act, copies of which shall be sent to all Participating Municipalities members and the Clerks of the parties hereto as soon as reasonably possible after a Board meeting.

8. Rules

- a. The Board shall adopt rules of procedure to govern its meetings [and administrative procedure that does not otherwise violate this Agreement](#).

9. Registered office

- a. The registered office of the Cooperative shall be the office of the City of Eaton Rapids, 200 South Main Street, Eaton Rapids, Michigan 48827. The Board may designate another location as the registered office.

ARTICLE III – POWERS AND DUTIES

1. General Powers

- a. The Cooperative shall have the following powers, authority, obligations, and duties:
 - i. Contract with any other governmental units, public agencies, or private persons or organizations as appropriate to carry out Cooperative functions or fulfill Cooperative obligations.
 - ii. Authorize user fees and accept funds, grants, voluntary work, or other assistance, to carry out Cooperative functions and obligations from any source, public or private, including, but not limited to, local governmental funding, user fees, state and federal grants, and private donations. Any application for grants or other public funding shall be communicated to the parties hereto.
 - iii. Conduct and carry out any program, activity or function which advances and directly relates to the purpose expressed in this Agreement.
 - iv. Expend funds for the acquisition of real property and for construction, operation, and maintenance of recreational equipment and facilities when the property is available for and used for recreation.
 - v. Approve and authorize purchases and expenditures.
 - vi. Provide for the upkeep and maintenance of Oakridge Park, including contracting for maintenance and upkeep services, materials, and equipment, as necessary, for the term of this Agreement; monitor and maintain documentation relating to any such costs for maintenance and upkeep of Oakridge Park; provide an accounting to and/or submit to an audit by any Participating Municipality upon request;
 - vii. Exercise all powers and take such actions as are authorized by State law and consistent with the stated purpose of this Agreement.
 - viii. Shall have the ability to sue and be sued.

2. Limitations of Authority

- a. ~~The Cooperative does not have the power or authority to levy any type of tax within the governmental units that are parties hereto or to issue any type of bond in its name, or in any way indebt any of the parties hereto.~~ The Cooperative shall set an annual budget for its initiatives, subject to the approval of each of the Participating Municipalities, as governed by Art IV below.

Deleted: Annually, by March 1st of each calendar year, the Board shall prepare and submit a budget to each of the Participating Municipalities, which shall outline the initiatives to be carried on for the ensuing year, together with the projected costs for those initiatives. ...

3. Insurance

The Cooperative shall obtain policies of insurance, as part of its budget, for comprehensive and other appropriate and necessary purposes. The Cooperative shall have the parties hereto named as “named insured”, on the comprehensive liability and property damage insurance policy.

ARTICLE IV – FINANCE

1. Fiscal Year

- a. The fiscal year of the Cooperative shall be from July 1 through June 30 annually.

2. Funding

- a. Initial funding for the Cooperative shall be established by a contribution from each Participating Municipality in the amount equivalent to \$1.25 per resident or the funds accrued by each Participating Municipality, for use on joint projects in fulfillment of the interlocal agreements established between and among the parties prior to the establishment of this Agreement, whichever is greater.
- b. Annual funding for the Cooperative shall be established by an allocation of funds from each Participating Municipality in the amount equivalent to \$1.25 per resident.
- c. Annual funding payments shall be paid to the fiduciary of Cooperative by June 1 of each year.
- d. Participating Municipalities, individually or collectively, may, at any time, elect to allocate additional funds to the Cooperative.
- e. Funds may also be generated through user fees, grants and donations from any source, public or private, including, but not limited to, local governmental funding, individual users, state and federal grants, and private donations. Any application for grant funding or other public funding shall be communicated to the parties hereto prior to submission of application.

Deleted: the

Deleted: respective entity

Deleted: Agreement

Deleted: Eaton Rapids Township shall not be required to contribute to the Cooperative fund until such time that the City has paid maintenance costs equal to 50% of the purchase price of Oakridge Park and presented proof of such payment to the Township.

3. Annual Budget

- a. The Board shall each year develop an annual budget in such detail as required by the State of Michigan, which shall include all sums necessary to carry on obligations authorized herein. The budget shall be submitted to the Clerk of the City of Eaton Rapids and the Clerk of the Township of Eaton Rapids by February 1 of each year. The budget shall outline the initiatives to be carried on for the ensuing year, together with the projected costs for those initiatives. The governing bodies of the Participating Municipalities shall review and either approve as presented, or as modified, an annual budget, no later than April 1 of each year.
- b. Approval of the governing bodies of the Participating Municipalities shall be required for any amendments to the approved budget expenditures that exceed \$500.

Deleted: <#>Should either Participating Municipality fail to make its contribution to the annual fund, this shall constitute an automatic Termination of Participation and prompt dissolution of the Cooperative, as set forth in Art. V below. This subparagraph shall not be triggered by noncontribution by Eaton Rapids Township until the City has satisfied the conditions set forth in subparagraph (b).¶

Deleted: January 2

Deleted: May 30

4. Fiscal Agent of Cooperative

- a. The City of Eaton Rapids shall be the Fiscal Agent for the Cooperative. The Fiscal Agent shall have the responsibility of custody and control of all funds of the Cooperative.

The Fiscal Agent shall make, or cause to be made, a full and complete financial report to the Board and to the governing bodies of each of the Participating Municipalities, of the Cooperative's financial transactions at the end of the fiscal year. Such report shall include a complete audit of the Cooperative conducted by a Certified Public Accountant, according to the audit requirements which may be applicable to a cooperative.

- b. Upon written request, a Participating Municipality shall have the right to conduct or have conducted an annual independent audit of the Cooperative's books and financial records.

Formatted: Numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.83" + Indent at: 1.08"

5. Administration

- a. The Board shall administer the financial aspects of the Cooperative. All

expenditures shall be approved by the Board prior to being submitted to the City for payment.

- b. The Cooperative is an independent corporate entity separate and distinct from the parties hereto. Administration of the financial aspects of the Cooperative or any other acts done by any of the parties hereto in assistance or in cooperation with the Cooperative shall not have any effect upon, nor change the status of the Cooperative, nor create any legal responsibility by any of the parties hereto for acts or obligations of the Cooperative.
- c. The City of Eaton Rapids and the Township of Eaton Rapids, shall pay to the Cooperative their respective financial commitment on an annual basis. The treasurer shall invoice the parties annually.
- d. The funds received or set aside by the Fiscal Agent for the Cooperative shall be held in a separate fund and accounted for separately from the other funds of the Fiscal Agent.

ARTICLE V – ~~TERMINATION AND DISSOLUTION~~

1. Termination of Participation

~~a. No later than April 1 of the year the termination is to be effective, a Participating Municipality may terminate its participation in the Cooperative upon satisfying the following:~~

- ~~• The Participating Municipality must notice a public meeting during which the governing body will discuss terminating its participation in the Cooperative;~~
- ~~• The Participating Municipality’s governing body must pass a resolution, effective at least two months after the noticed meeting, terminating its participation in the Cooperative.~~
- ~~• The Participating Municipality must provide the clerk of the other Participating Municipality and the Board with a copy of the resolution to terminate participation as soon as practicable, but no more than fifteen days after the noticed meeting.~~

~~b. Upon receipt of the resolution to terminate participation, the Cooperative shall begin dissolution procedures, as set forth in Section 2 below.~~

2. Dissolution

~~a. If a Participating Municipality terminates its membership under this Agreement, the termination shall cause a dissolution of the Cooperative; however, the remaining Participating Municipality may continue the Cooperative if they deem it to be advantageous to do so.~~

~~b. If the Cooperative is dissolved and all debts and obligations are satisfied, any real property purchased by the Cooperative during the term of this Agreement shall be distributed to the parties on an equitable basis or sold based upon the agreement of the Participating Municipalities. Any property, either real or personal, which was donated or provided by either of the Participating Municipalities hereto shall remain the property of the donating or providing Participating Municipality. Any debts of the Cooperative shall be first satisfied from the sale of property.~~

ARTICLE VI – MISCELLANEOUS PROVISIONS

Deleted: ONGOING RESPONSIBILITIES

Formatted: Indent: Left: 0.83"

Formatted: Font: 12 pt

Formatted: Font: 12 pt

Formatted:

Formatted: Font: 12 pt

Deleted: ~~<#>Either Participating Municipality may terminate its membership by providing sixty (60) days written notice to the Board and to the governing bodies of the Participating Municipalities, no later than April 1st of any year in which such termination shall be effective. If notice of termination is given, the Participating Municipality terminating its membership shall remain liable for all obligations incurred by it pursuant to this Agreement, prior to the actual termination and according to the budget approved for that fiscal year.~~

Deleted: ny

Formatted: Right: 0", Numbered + Level: 2 + Numbering Style: a, b, c, ... + Start at: 1 + Alignment: Left + Aligned at: 0.83" + Indent at: 1.08", Tab stops: Not at 1.08"

Deleted: may

Deleted: ; however, the remaining Participating Municipality may continue the Cooperative if they deem it to be advantageous to do s

Deleted: o

Deleted: .

Deleted: Upon dissolution, the debts and liabilities of the Cooperative shall be paid and the net assets remaining shall be divided among the Participating Municipalities. Any debts of the Cooperative shall be first satisfied from the sale of real and personal property. If debts and obligations remain after the sale of property, the Participating Municipalities, including the terminating party, shall assume the debts and obligations on a pro rata basis.

Deleted: If the Cooperative is terminated,

Deleted: owned

Deleted: said

Deleted: Any debts of the Cooperative shall be first satisfied from the sale of property.

Formatted: Font: Not Bold

Formatted: Indent: Left: 1.08", No bullets or numbering

1. Amendments
 - a. This Agreement may be amended, in whole or in part, by written agreement of all of the parties who are parties to the Agreement at the time of any Amendment.
2. Effective Date
 - a. This Agreement shall be in full force and effect on January 1, 2024, provided that all Participating Municipalities have executed this Agreement.
3. Term
 - a. This Agreement shall remain in effect for a period of ten (10) years from the effective date.
4. Effect of Agreement
 - a. This Agreement shall be binding upon and serve to the benefit of the parties hereto and the residents of each of the governmental units hereof.
5. Severability
 - a. Should any section of this Agreement be held by a court of competent jurisdiction to be invalid, illegal or unconstitutional, such holding shall not be construed as affecting or invalidating the remaining sections or parts of this agreement.
6. Applicable Law
 - a. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan. Venue of any action brought with regard to this Agreement shall be in the state courts for Eaton County, State of Michigan.
7. Complete Agreement
 - a. This is the complete Agreement between the parties with respect to the subject matter and all prior discussions and negotiations are merged into this Agreement. This Agreement is entered into with neither party relying on any statement or representation made by the other party not embodied in this Agreement and there are no other agreements or understanding changing or modifying the terms.

Deleted: April

Deleted: September

Deleted: 3

****SPACE INTENTIONALLY LEFT BLANK****

****SIGNATURES ON FOLLOWING PAGE****

ATTEST:

The City of Eaton Rapids

Deleted: _____ Section Break (Next Page) _____

By: _____
Pam Colestock, Mayor

Date: _____

By: _____
~~Robin Webb~~, City Clerk

Date: _____

Deleted: Laura Boomer

ATTEST:

The Township of Eaton Rapids

By: _____
Scott Wilson, Township Supervisor

Date: _____

By: _____
Robin Morgan, Township Clerk

Date: _____

December 1, 2027 - November 22, 2023

<u>Oakridge Park</u>	<u>\$ 17,500.00</u>
Maintenance Through 10/30/23	\$ 23,171.50
Total	\$ (5,671.50)

Tree Revenue \$ 10,401.00

Expenses \$ 6,725.04

Tree Removal	\$ 400.00	
Portable Toilet	\$ 493.04	
Signs	\$ 3,675.46	
Deckboards & Signs (Eaton Rapids Twp)	\$ 1,078.27	Possible Double Payment
Deckboards & Signs (Rachel Loren)	\$ 1,078.27	Possible Double Payment