

**MANISTEE CITY COUNCIL MEETING  
AGENDA  
TUESDAY, SEPTEMBER 1, 2015 – 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. Prior to approval of the Consent Agenda, any member of Council may have an item from the Consent Agenda removed and taken up during the regular portion of the meeting. Consent Agenda items include:

- V. Approval of Minutes.
- VI.a.) Approval of Payroll.
- VI.b.) Cash Balances Report.
- IX.b.) Notification Regarding Next Work Session.
- IX.c.) Consideration of Hops & Props on the River.
- IX.d.) Consideration of MHS Homecoming Parade.
- IX.e.) Consideration of Paint the Town Pink 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 August 18, 2015 regular meeting as attached.

\*VI. **Financial Report.**

- a.) APPROVAL OF PAYROLL.
- b.) CASH BALANCES REPORT.

**VII. Unfinished Business.**

**VIII. New Business.**

a.) CONSIDERATION OF A RESOLUTION OF SUPPORT, MANISTEE NATIONAL GUARD ARMORY AND BRAVO TROOP.

Plans have been announced the Bravo Company may be transferred out of Manistee. A local group including Mayor Pro Tem Smith has been working to keep Bravo Company in Manistee. The resolution under consideration would encourage state and federal elected officials to work to save the Bravo Company and the local armory.

At this time the City Council could take action to adopt a resolution in support of the Manistee National Guard Armory and Bravo Troop.

b.) CONSIDERATION OF AUTHORIZING MANISTEE TOWNSHIP WATER AGREEMENT.

The agreement proposes that the City will provide potable water in those areas of Manistee Township where necessary infrastructure already exists. Existing property owners who are not connected to the water lines will not be required to connect until their existing system fails or unless required by the Health Department. Township customers will be treated similarly to City customers except they will pay a rate 118% of the City rate. That is the rate recommended in the final report issued by Burton & Associates in September 2014.

Current City customers within the Township also make a payment in lieu of taxes (PILT). Those customers would be offered the choice of changing to the new rate structure under this agreement and phasing out the PILT over three years or staying with their current contract with the City. The Township would adopt ordinances necessary to ensure the safety of the water supply. The initial term of the Agreement is for 10 years. The City would continue to own and operate the system.

At this time Council could take action to approve the terms of the Water Service Agreement between the City of Manistee and Manistee Township; and allow minor, non-substantive changes by the City Manager.

c.) CONSIDERATION OF AWARDING A CONTRACT FOR LOCAL STREET PAVING.

During the budgeting process for FY 2015-2016, a two-year Transportation Improvement Plan (TIP) was created. Year one included mill and fill paving operations for local streets which do not have immediate utility upgrades contemplated. The second year of the plan included resurfacing using a slurry seal process on major streets.

Spicer Group compiled a bid package for the local street projects. One addition street segment was added to the approved TIP along with two blocks of curb and gutter. The bid package also included a \$25,000 allocation from Michigan Department of Transportation to include sectional mill and fills along US-31 within the City limits.

Three bids were received:

- Reith Riley \$490,971.74
- Hallack Contracting \$456,451.14

- Elmer's Crane & Dozer \$422,349.64 (*recommended*)

At this time Council could take action to award a contract to Elmer's Crane & Dozer in the amount of \$422,349.64 and authorize the Mayor and City Clerk to execute the appropriate documents.

- d.) CONSIDERATION OF ENTERING INTO A MASTER AGREEMENT WITH THE MANISTEE UNITED METHODIST CHURCH.

The Manistee United Methodist Church and the Ramsdell Theatre are adjacent to each other. The parties have been working for a number of years to address issues of joint concern. The City and Church have negotiated a master agreement which addresses the outstanding issues.

At this time Council could take action to enter into a master agreement with the Manistee United Methodist Church and authorize the Mayor and City Clerk to execute the agreement.

- e.) CONSIDERATION OF DESIGNATING A VOTING DELEGATE TO THE MICHIGAN MUNICIPAL LEAGUE ANNUAL MEETING.

The Annual Convention of the Michigan Municipal League will be held September 16-18, 2015. Pursuant to the provisions of the League bylaws, we are requested to designate by action of the governing body, one official who will be in attendance at the convention as the official representative to cast the vote of the City of Manistee at the annual meeting, and if possible, to designate one other official to serve as an alternate. Signed up to attend the convention are Mayor Pro-Tem Smith, Councilmember Zielinski, and Interim City Manager Bifoss.

At this time Council could take action to appoint a voting delegate and an alternate to the Michigan Municipal League's annual convention.

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

- a.) A REPORT FROM THE DEPARTMENT OF PUBLIC WORKS AND THE TREE COMMISSION.

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

At this time Mr. Jeff Mikula will report on the activities of the Department of Public Works and the Tree Commission 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, September 8, 2015 at 7 p.m. A discussion will be conducted on Open Meetings Act, Combined Sewer Overflows, Fireworks

Discussion; and such business as may come before the Council. No action is required on this item.

\*c.) CONSIDERATION OF ANNUAL HOPS AND PROPS ON THE RIVER.

The Downtown Development Authority is requesting permission to use River Street, Marina property and other property to hold the annual Hops and Props on the River event scheduled for Saturday, September 19, 2015. This request includes street closures; with addition requests for City fencing, trash cans and picnic tables. The Public Safety Director and DPW Director have reviewed and approved this request.

At this time Council could take action to authorize the annual Hops and Props on the River event on Saturday, September 19, 2015.

\*d.) CONSIDERATION OF ANNUAL MHS HOMECOMING PARADE.

A request has been received from Manistee High School to hold their annual homecoming parade on Friday, September 25, 2015 at 4:30 p.m. Student and floats will gather by the Eagle's parking lot and travel down the length of River Street, ending at the City Marina.

At this time could take action to authorize the annual MHS Homecoming Parade on Friday, September 25, 2015.

\*e.) CONSIDERATION OF ANNUAL PAINT THE TOWN PINK EVENT.

The eighth annual Paint the Town Pink celebration and ribbon walk is scheduled for Thursday, October 8, 2015. This breast cancer awareness project and fundraiser starts with a gathering at the large parking lot adjacent to the fountain in front of the City Marina at 4 p.m.. There will be a walk from the City Marina to the House of Flavors, then back down River Street on the sidewalk to the City Marina.

**X. Concerns and Comments.**

a.) CITIZEN COMMENT. This is an opportunity for citizens to comment on municipal services, activities or areas of City involvement. Citizens in attendance shall be recognized by the Mayor for comments (limited to five minutes). Letters submitted to Council will not be publicly read.

b.) OFFICIALS AND STAFF.

c.) COUNCILMEMBERS.

**XI. Adjourn.**

RBB:mw

**COUNCIL AGENDA ATTACHMENTS:**

Council Meeting Minutes – August 18, 2015

Cash Balances Report

Resolution – Support Manistee National Guard & Bravo Troop

Manistee Township Water Agreement

Local Street Paving Bid Award

Ramsdell Theatre & Manistee United Methodist Church Agreement

MML Annual Meeting Notice

Hops & Props on the River

MHS Homecoming Parade

Paint the Town Pink

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## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – August 18, 2015

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A regular meeting of the Manistee City Council was called to order by her honor, Mayor Colleen Kenny on Tuesday, August 18, 2015 at 7:00 p.m. in the City Hall Council Chambers, 70 Maple Street, followed by the Pledge of Allegiance.

**PRESENT:** Colleen Kenny, Edward Cote, Roger Zielinski, Robert Goodspeed, James Smith, Mark Wittlieff, and Eric Gustad.

**ALSO PRESENT:** Interim City Manager – R. Ben Bifoss, City Attorney – George Saylor, City Clerk – Michelle Wright, Finance Director – Ed Bradford, Public Safety Director – Dave Bachman, and City Engineer – Shawn Middleton / Spicer Group.

### AMEND AGENDA.

**MOTION** by Smith, second by Cote to amend the agenda by adding Item VIII.C. under New Business – Consideration of Making a Conditional Offer of Employment to a City Manager Candidate.

With a roll call vote this motion passed unanimously.

**AYES:** Kenny, Cote, Zielinski, Goodspeed, Smith, Wittlieff, and Gustad

**NAYS:** None

### CITIZEN COMMENTS ON AGENDA RELATED ITEMS.

Gary Patulski – 159 Quincy Street / commented on the August 11, 2015 minutes and the correlation of the order of the candidate interviews and how Council rated them; and various details on Mr. Jordan’s work history.

### CONSENT AGENDA.

- Minutes
  - August 4, 2015 - Regular Meeting
  - August 11, 2015 - Special Session
- Payroll
  - August 3 – 16, 2015 - \$ 116,965.30
- Monthly Bills
  - July 10, 2015 - \$ 331,991.12
  - July 30, 2015 - \$ 1,452,324.92
- Notification Regarding Next Work Session – September 8, 2015
  - A discussion will be conducted on Open Meetings Act, Combined Sewer Overflows; and such business as may come before the Council.
- Consideration of Annual Strut Your Mutt Event
  - The Manistee County Humane Society would like to hold their annual Strut Your Mutt event on the Riverwalk on Sunday, September 20, 2015 from 12:00 p.m. to 3:00 p.m. Registration and activities will be conducted in front of the City Marina. This event raises funds for

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## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – August 18, 2015

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Homeward Bound, a no-kill shelter that serves Manistee County.

MOTION by Goodspeed, second by Wittlieff to approve the Consent Agenda as presented.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Cote, Zielinski, Goodspeed, Smith, Wittlieff, and Gustad

NAYS: None

### **CONSIDERATION OF A CONTRACT WITH THE CITY ATTORNEY.**

The City Attorney is appointed by Council pursuant to Section 5-8 of the Charter. Gockerman, Wilson, Saylor & Hesslin, by Bruce Gockerman and George Saylor have served as City Attorney since 1995. The proposed contract memorializes the terms of the retention of the City Attorney. The monthly retainer provided in the contract is the same amount that has been paid to the City Attorney since 2009. The City Attorney has agreed to the terms of the proposed contract.

MOTION by Goodspeed, second by Smith to approve the terms of the contract between the City and the City Attorney.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Cote, Zielinski, Goodspeed, Smith, Wittlieff, and Gustad

NAYS: None

### **CONSIDERATION OF UTILITY EASEMENT FOR CONSUMERS ENERGY.**

As part of the Industrial Park Pump Station Rehabilitation project , Consumers Energy will be installing new underground three-phase electric lines and a transformer. Consumers Energy has requested an easement for the location of these facilities. The City Attorney has reviewed and approved the attached language.

MOTION by Smith, second by Zielinski to approve a utility easement with Consumers Energy, and further authorize the Mayor and City Clerk to execute the document. Gustad asked if it was a conflict of interest for him to vote on this item (he works for Consumers Energy); Saylor indicated that it was.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Cote, Zielinski, Goodspeed, Smith, and Wittlieff

NAYS: None

ABSTAIN: Gustad

**CONSIDERATION OF MAKING A CONDITIONAL OFFER OF EMPLOYMENT TO A CITY MANAGER CANDIDATE.**

Last week at a special Council meeting, five city manager candidates were interviewed. At the end of the special meeting Council had approved making a conditional offer of employment to Mr. Patrick Jordan. Mr. Jordan has since withdrew his candidacy for the City Manager position. Ms. Kathie Grinzinger from the Michigan Municipal League offered Council some direction on how to proceed. She stated that the other two candidates that Council debated on, Mr. Ryan Heise / Florida and Mr. Kevin Bookout / Missouri, could still be offered the position if Council felt comfortable with either of them.

MOTION by Goodspeed, second by Gustad to extend a conditional offer of employment to Mr. Kevin Bookout, direct the MML to initiate the background due diligence process, and direct the City Attorney to initiate contract discussions with Mr. Bookout if he accepts.

With a roll call vote this motion passed, 6-1.

AYES: Kenny, Cote, Zielinski, Goodspeed, Wittlieff, and Gustad

NAYS: Smith

**A REPORT FROM THE PARKS COMMISSION AND THE PARKS DEPARTMENT.**

Ms. Lynn Vasquez reported on the activities of the Parks Commission and responded to questions the Council had regarding their activities.

A representative from the Parks Department was not present to give the report.

**CITIZEN COMMENT.**

Comments were received by:

- Rudy Linke / updated Council on the flag pole to be placed in the roundabout at First Street beach, Consumers Energy and OSHA have issues with the setbacks, suggested placing the 70' flag pole by the Lion's area and place six military flags and poles in the roundabout (poles & installation will be paid by his company); Council conceptually approved the plan.
- Kerry Gavigan – 380 First Street / new rental inspection program and the increased costs.
- Lynda Beaton – 256 Hughes Street / her first choice on city manager candidates was Bookout, glad fate handed the City another opportunity.
- Gary Patulski – 159 Quincy Street / had exchanged e-mails with some of the city manager candidates prior to the interviews, Bookout was very open about what happened with his previous job and gave a very good interview, had questions about his background; wished two candidates could be hired – one for the day-to-day operations, and one to promote Manistee.
- Lynn Vasquez – 307 Sibben Street / asked Council to keep the Parks Commission in the loop as to what will happen at the roundabout at First Street beach, doesn't want it to look too empty.

**OFFICIALS AND STAFF.**

Middleton / Spicer Group volunteered their service to help lay out the flag pole placement.

**COUNCILMEMBERS.**

Zielinski asked about the pay tube at Arthur Street boat launch.

Smith received information regarding the Armory from Rep. Dan Benishek stating the decision on Bravo Troop and the Armory have not been finalized, suggested Council adopt a resolution of support for them, encouraged everyone to be active and let their voice be known.

Wittlieff thanked Mr. Linke for the proposed service flags; asked for an update on the deer cull committee.

Kenny would like to have a meeting on the rental inspections with the Spicer Group to discuss rates and how they came up with them; thanked Council for their strong support of Mr. Bookout.

**ADJOURN.**

MOTION to adjourn was made by Goodspeed, second by Cote. Meeting adjourned at 7:42 p.m.

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

CASH TRANSACTIONS REPORT

\*\*\*DRAFT\*\*\*

MONTH: JULY  
City of Manistee

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8/26/2015  
12:24 pm

Account Number	Beginning Balance	Debit	Credit	Ending Balance
<b>Fund: 100 - AIP PAYING FUND</b>				
Dept: 000				
001.000 Cash	4,064.45	1,784,467.37	1,784,466.35	4,065.47
Total Dept: 000	4,064.45	1,784,467.37	1,784,466.35	4,065.47
<b>Fund: 100</b>	<b>4,064.45</b>	<b>1,784,467.37</b>	<b>1,784,466.35</b>	<b>4,065.47</b>
<b>Fund: 101 - GENERAL FUND</b>				
Dept: 000				
001.000 Cash	605,408.94	555,297.66	969,579.46	191,127.14
001.002 Cash - Escrow	106,985.13	28,728.49	72,993.91	62,719.71
004.000 Cash - Petty	800.00	0.00	0.00	800.00
017.000 MBIA Mi Class Inv	57,230.18	10.62	11,080.01	46,160.79
Total Dept: 000	770,424.25	584,036.77	1,053,653.38	300,807.64
<b>Fund: 101</b>	<b>770,424.25</b>	<b>584,036.77</b>	<b>1,053,653.38</b>	<b>300,807.64</b>
<b>Fund: 202 - MAJOR STREET FUND</b>				
Dept: 000				
001.000 Cash	231,133.90	55,363.74	33,753.57	252,744.07
Total Dept: 000	231,133.90	55,363.74	33,753.57	252,744.07
<b>Fund: 202</b>	<b>231,133.90</b>	<b>55,363.74</b>	<b>33,753.57</b>	<b>252,744.07</b>
<b>Fund: 203 - LOCAL STREET FUND</b>				
Dept: 000				
001.000 Cash	42,860.81	9,914.78	9,472.88	43,302.71
Total Dept: 000	42,860.81	9,914.78	9,472.88	43,302.71
<b>Fund: 203</b>	<b>42,860.81</b>	<b>9,914.78</b>	<b>9,472.88</b>	<b>43,302.71</b>
<b>Fund: 204 - STREET IMPROVEMENT FUND</b>				
Dept: 000				
001.000 Cash	35,781.50	20,743.63	1.02	56,524.11
Total Dept: 000	35,781.50	20,743.63	1.02	56,524.11
<b>Fund: 204</b>	<b>35,781.50</b>	<b>20,743.63</b>	<b>1.02</b>	<b>56,524.11</b>
<b>Fund: 226 - CITY REFUSE FUND</b>				
Dept: 000				
001.000 Cash	41,819.54	36,099.87	72,885.71	5,033.70
001.030 Cash Mgt Chk	99,011.91	8.27	4.07	99,016.11
Total Dept: 000	140,831.45	36,108.14	72,889.78	104,049.81
<b>Fund: 226</b>	<b>140,831.45</b>	<b>36,108.14</b>	<b>72,889.78</b>	<b>104,049.81</b>
<b>Fund: 243 - BROWNFIELD REDEVELOPMENT AUTHO</b>				
Dept: 000				
001.000 Cash	31,494.67	0.00	0.00	31,494.67
Total Dept: 000	31,494.67	0.00	0.00	31,494.67
<b>Fund: 243</b>	<b>31,494.67</b>	<b>0.00</b>	<b>0.00</b>	<b>31,494.67</b>
<b>Fund: 245 - OIL &amp; GAS FUND</b>				
Dept: 000				
001.000 Cash	59,587.54	3,236.62	0.52	62,823.64
001.020 Money Market	422,078.66	0.00	0.00	422,078.66
Total Dept: 000	481,666.20	3,236.62	0.52	484,902.30

CASH TRANSACTIONS REPORT

\*\*\*\*DRAFT\*\*\*\*

MONTH: JULY  
City of Manistee

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Account Number	Beginning Balance	Debit	Credit	Ending Balance
<b>Fund: 245</b>	481,666.20	3,236.62	0.52	484,902.30
<b>Fund: 275 - GRANT MANAGEMENT FUND</b>				
Dept: 000				
001.000 Cash	48,587.66	21,000.00	0.00	69,587.66
Total Dept: 000	48,587.66	21,000.00	0.00	69,587.66
<b>Fund: 275</b>	48,587.66	21,000.00	0.00	69,587.66
<b>Fund: 290 - PEG COMMISSION</b>				
Dept: 000				
001.000 Cash	4,188.22	25,500.27	3,166.71	26,521.78
Total Dept: 000	4,188.22	25,500.27	3,166.71	26,521.78
<b>Fund: 290</b>	4,188.22	25,500.27	3,166.71	26,521.78
<b>Fund: 296 - RAMSDELL THEATRE</b>				
Dept: 000				
001.000 Cash	97,443.61	25,436.30	72,192.26	50,687.65
004.000 Cash - Petty	200.00	0.00	0.00	200.00
Total Dept: 000	97,643.61	25,436.30	72,192.26	50,887.65
<b>Fund: 296</b>	97,643.61	25,436.30	72,192.26	50,887.65
<b>Fund: 297 - FRIENDS OF THE RAMSDELL</b>				
Dept: 000				
001.000 Cash	3,074.53	525.06	20.03	3,579.56
Total Dept: 000	3,074.53	525.06	20.03	3,579.56
<b>Fund: 297</b>	3,074.53	525.06	20.03	3,579.56
<b>Fund: 430 - CAPITAL IMPROVEMENT FUND</b>				
Dept: 000				
001.000 Cash	103,498.46	1.76	6,392.51	97,107.71
Total Dept: 000	103,498.46	1.76	6,392.51	97,107.71
<b>Fund: 430</b>	103,498.46	1.76	6,392.51	97,107.71
<b>Fund: 490 - RENAISSANCE PARK</b>				
Dept: 000				
001.000 Cash	1,100.13	0.02	0.01	1,100.14
Total Dept: 000	1,100.13	0.02	0.01	1,100.14
<b>Fund: 490</b>	1,100.13	0.02	0.01	1,100.14
<b>Fund: 508 - BOAT RAMP FUND</b>				
Dept: 000				
001.000 Cash	19,821.18	7,707.22	4,422.31	23,106.09
004.000 Cash - Petty	951.00	0.00	0.00	951.00
Total Dept: 000	20,772.18	7,707.22	4,422.31	24,057.09
<b>Fund: 508</b>	20,772.18	7,707.22	4,422.31	24,057.09
<b>Fund: 573 - WATER &amp; SEWER UTILITY</b>				
Dept: 000				
001.000 Cash	342,388.24	288,356.57	399,825.14	230,919.67
001.002 Cash - Escrow	42,200.00	1,300.00	300.00	43,200.00
004.000 Cash - Petty	300.00	0.00	0.00	300.00
017.000 MBIA Mi Class Inv	489,346.35	91.60	42.99	489,394.96
017.001 MBIA MI Class - 2015 W&S RvBd	2,725,841.21	510.31	239.54	2,726,111.98

CASH TRANSACTIONS REPORT

\*\*\*DRAFT\*\*\*

MONTH: JULY  
City of Manistee

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Account Number	Beginning Balance	Debit	Credit	Ending Balance
Total Dept: 000	3,600,075.80	290,258.48	400,407.67	3,489,926.61
<b>Fund: 573</b>	3,600,075.80	290,258.48	400,407.67	3,489,926.61
<b>Fund: 594 - MARINA FUND</b>				
Dept: 000				
001.000 Cash	11,873.80	65,224.04	37,871.61	39,226.23
004.000 Cash - Petty	300.00	0.00	0.00	300.00
Total Dept: 000	12,173.80	65,224.04	37,871.61	39,526.23
<b>Fund: 594</b>	12,173.80	65,224.04	37,871.61	39,526.23
<b>Fund: 661 - MOTOR POOL FUND</b>				
Dept: 000				
001.000 Cash	526,858.15	27,046.72	30,431.63	523,473.24
Total Dept: 000	526,858.15	27,046.72	30,431.63	523,473.24
<b>Fund: 661</b>	526,858.15	27,046.72	30,431.63	523,473.24
<b>Fund: 703 - CURRENT TAX COLLECTION</b>				
Dept: 000				
001.000 Cash	0.00	1,021,618.21	628,923.54	392,694.67
Total Dept: 000	0.00	1,021,618.21	628,923.54	392,694.67
<b>Fund: 703</b>	0.00	1,021,618.21	628,923.54	392,694.67
<b>Fund: 704 - PAYROLL CLEARING FUND</b>				
Dept: 000				
001.000 Cash	54,035.28	604,883.95	600,022.80	58,896.43
001.007 Cash - Federal & State Taxes	6.23	59,934.14	59,934.11	6.26
Total Dept: 000	54,041.51	664,818.09	659,956.91	58,902.69
<b>Fund: 704</b>	54,041.51	664,818.09	659,956.91	58,902.69
<b>Fund: 705 - DELINQUENT TAX COLLECTION</b>				
Dept: 000				
001.000 Cash	4,868.89	1,116.67	4,869.86	1,115.70
Total Dept: 000	4,868.89	1,116.67	4,869.86	1,115.70
<b>Fund: 705</b>	4,868.89	1,116.67	4,869.86	1,115.70
<b>Grand Totals:</b>	6,215,140.17	4,644,123.89	4,802,892.55	6,056,371.51



**RESOLUTION**

**SUPPORT OF MANISTEE NATIONAL GUARD ARMORY & BRAVO TROOP**

**WHEREAS**, the National Guard has been an integral part of the Manistee Community since 1950, and

**WHEREAS**, the National Guard Armory has been at its current location since 1955, and

**WHEREAS**, the local community participated in funding the Armory with local contributions totaling \$50,000; (worth over \$400,000 in 2015 dollars) and

**WHEREAS**, the Armory is staffed by members of Bravo Company, our friends and neighbors, and

**WHEREAS**, 65 years of tradition and history join the members of Bravo Company and the Armory to the City of Manistee

**NOW, THEREFORE BE IT RESOLVED** that the City Council of the City of Manistee hereby calls upon our State Representative, our State Senator, our Congressman and all other State and Federal officials to work toward maintaining Bravo Company in Manistee and to maintain the Armory that we helped to pay for as the community asset it has become.

**FURTHER SAYETH NOT THIS RESOLUTION.**

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

ATTEST:

\_\_\_\_\_  
Michelle Wright MMC/CPFA, MiCPT    Dated  
City Clerk/Deputy Treasurer

## CITY HALL

ADMINISTRATION  
FAX 231.723.1546

CITY MANAGER  
231.398.2801

CITY ASSESSOR  
231.398.2802

BUILDING INSPECTOR  
231.398.2806

PLANNING & ZONING  
231.398.2805

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CLERK/TREASURER  
FAX 231.723.5410

CITY CLERK  
231.398.2803

CITY TREASURER/  
FINANCE DIRECTOR  
231.398.2804

WATER BILLING  
231.723.2559

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POLICE DEPARTMENT  
231.723.2533  
FAX 231.398.2012

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FIRE DEPARTMENT  
281 First Street  
231.723.1549  
FAX 231.723.3519

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DEPT. OF  
PUBLIC WORKS  
280 Washington St.  
• Street Dept.  
• Parks Dept.  
• Water Maintenance  
280 Washington St.  
231.723.7132  
FAX 231.723.1803

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WASTEWATER PLANT  
15 Ninth St.  
231.723.1553

August 25, 2015

TO: City Council  
FROM: R. Ben Bifoss, Interim City Manager   
SUBJECT: Manistee Township Water Agreement

The City of Manistee and Manistee Township have tentatively agreed, subject to City Council and Township Board approval, to a Water Service Agreement. The June 23, 2015 draft under consideration has not been modified since last reviewed by the City Council Utilities Committee.

Under the terms of the Agreement, the City will supply potable water in those areas of the Township where necessary infrastructure already exists. Existing property owners who are not connected to the water lines will not be required to connect until their existing system fails or unless required by the Health Department. Township customers will be treated similarly to City customers except they will pay a rate 118% of the City rate. That is the rate recommended in the Final Report issued by Burton & Associates in September 2014.

Current City customers within the Township also make a payment in lieu of taxes (PILT). Those customers would be offer the choice of changing to the new rate structure under this agreement and phasing out the PILT over three years or staying with their current contract with the City. The Township would adopt ordinances necessary to ensure the safety of the water supply. The initial term of the Agreement is for 10 years. The City would continue to own and operate the system.

At this time the City Council could take action to approve the terms of the Water Service Agreement between the City of Manistee and Manistee Township; and allow minor, non-substantive changes by the City Manager .

## WATER SERVICE AGREEMENT

This Water Service Agreement is made as of \_\_\_\_\_, 2015, between the City of Manistee, a Michigan municipal corporation, the address of which is 70 Maple Street, Manistee, MI 49660 (the "City"), and the Township of Manistee, a Michigan general law township, the address of which is 410 Holden Street, Manistee, MI 49660 (the "Township").

### RECITALS

- A. The City owns and operates a public water supply system (the "Water System").
- B. The Township requested City water service to potential users in an area of the Township depicted on the attached Exhibit A.

### TERMS AND CONDITIONS

In exchange for the consideration in and referred to by this Agreement the parties agree:

1. Definitions. The following definitions should apply unless the context indicates another or different meaning:

- A. "Rate Methodology" means the method of establishing rates and charges for Water System Users in the Township as described in the Rate Study.
- C. "2015 Service Area" means the Service Area identified on the attached Exhibit A as amended from time to time.
- D. "2015 Service Area User" means a user of water service supplied by the Water System within the 2015 Service Area pursuant to this Agreement.
- E. "User" means a premise, individual, entity or other using water from or connected to the Water System.
- F. "Water System" or "System" means the City's water supply system, including wells, intakes, treatment works, pumps, towers, booster stations, valves, mains, pipes, control and monitoring equipment, and other facilities and appurtenances.

2. Provision of Water Service.

- A. Except for parcels and premises already served by another public water supply system and for additional premises owned by The Little River Band of Ottawa Indians that may also be connected to another public water system, the City shall be the exclusive provider of public water supply services in the Township. With the exception of those parcels and premises addressed in the preceding sentence, the Township shall not provide or allow any other person or entity to provide public water service, directly or indirectly, to any premises, person or entity in the Township, and shall not provide any franchise or consent for such service, without the City's prior written consent.
- B. The City shall supply Water System water directly to 2015 Service Area Users on a retail basis in accordance with this Agreement, subject to exceptions in Section 2.D. Those parcels and premises served under prior agreements with the owners of those parcels and premises shall be served as provided in those agreements until all parties to those prior agreements agree in writing to their modification.
- C. Except as otherwise provided in this subsection or as otherwise provided in a prior agreement, the Township shall, within 120 days of the date of this Agreement, adopt and enforce an ordinance compelling premises on any parcel located within the 2015 Service Area which parcel is within 200 feet of any Water System line within the 2015 Service Area to connect to and use the Water System for all water needs, provided that single family residences shall be required to connect to and use the Water System only in accordance with the following: Owners of single-family residences with properly operating and legally installed wells may be permitted to continue use of those wells until the first occurrence of any of the following: (i) the wells need repair, replacement or improvement requiring the issuance of a permit by the County Health Department in order to adequately serve the premises, or (ii) the residence is converted to use other than as a single family residence. [PETER IS

CHECKING WITH TOWNSHIP OFFICIALS TO DETERMINE WHAT OTHER USES SHOULD BE EXEMPT FROM MANDATORY CONNECTIONS AND HOW INSTITUTIONAL USES, APARTMENTS AND OTHERS WOULD BE CLASSIFIED.]

D. The terms of this agreement shall not apply to customers with existing water service contracts with the City. Those users of services of the Water System shall remain subject to those prior contracts until all parties to those prior contracts agree in writing to their modification in accordance with paragraph 16.

E. The parties intend that all Water System water provided to any users in the Township will ultimately be provided pursuant to a single agreement when other agreements can be amended or replaced with terms acceptable to the City and the other parties to those agreements. The City, the Township and other parties to those agreements will continue to discuss modifications to those agreements that will be acceptable to all parties. When agreements have been reached, depending on how all of the issues are addressed by the City, the Township and other affected parties, (i) this Agreement will be modified to also include those parcels, premises and, if necessary, those parties, (ii) the other prior agreements will be modified, or (iii) both the prior agreements and this Agreement will be modified.

3. Supply of Water. The City shall deliver potable water to the Service Area Users in the Service Area of the similar quality and similar pressure as that provided a water user in the City subject to such limitations and exceptions as are otherwise provided in this Agreement. Regardless of the previous sentence, except as otherwise required by law, the City shall not be responsible for a temporary water loss, temporary water service disruption, temporary water pressure reductions, or temporary excessive pressure and shall under no circumstance be responsible for any such occurrence arising from an emergency or other reasonably unanticipated or uncontrollable event. Notwithstanding the previous sentence, the City shall maintain and repair lines within the Township with the same degree of diligence it provides customers within City limits.

4. Conditions of Service.

A. The owners of parcels in the 2015 Service Area that desire or are required under this Agreement to connect to and use the Water System shall pay the full cost of extending mains and service leads to a curb stop to be installed at their property lines and the full cost of extending service from curb stop at their property line to the structures being served. This includes, but is not limited to, any costs needed to bore and jack or directionally drill a service lead to a main on the other side of a right-of-way.

B. The System will retain ownership of all water mains and service leads to and including the curb stop and Users will own the service leads from the curb stop to the structure.

C. All connections to the System shall be made by licensed contractors in accordance with City specifications and shall be inspected by a City inspector or an inspector designated by the City. The City may adopt ordinance provisions requiring connections to be made by City personnel or persons hired by the City. Regardless of what is required, the User connecting to the System shall bear all of the costs of the connection, at the same rates charged to property owners within the City.

D. All new connections and, if required by City ordinance, all upgraded connections (*i.e.*, those increasing usage capacity) within the 2015 Service Area shall require payment of a system development charge as provided in the Rate Study.

E. The City, at a standard fee equal to that charged Users in the City, will provide and maintain all meters for measuring water supplied to 2015 Service Area Users in accordance with the City's then current ordinances and rules, regulations, and policies. All meters shall be required to have a radio read unit.

F. If a 2015 Service Area User's meter fails to accurately measure the water provided to that that User's premises, the City shall be notified and the meter shall be promptly repaired or replaced in accordance with City ordinances and policies. 2015 Service Area Users shall be subject to the same adjustment policy regarding leaks as City users.

G. The City may, from time to time as needed or convenient, estimate the water supplied to the 2015 Service Area User based on a similar period of use or based on use by similar Users.

5. Reading of Meters. For the purpose of determining water usage of 2015 Service Area Users the City shall regularly read the meters of the 2015 Service Area Users within the Service Area and maintain a record of such readings for review, upon request, by the 2015 Service Area User and the Township.

6. Billing and Collection.

A. 2015 Service Area Users shall pay all applicable rates, fees and charges as provided in the City's water ordinance and/or schedule of fees, unless subject to an existing contract with the City. This includes, without limitation, readiness-to-serve charges, volume charges, turn-on and turn-off charges, system development charges, interest and other amounts charged because of late payments, and any other fees applicable to User of the System as provided in the City water ordinance, Council resolution, and/or schedule of fees. Where the Rate Study does not identify the applicable rate, fee or charge, the City's water ordinance, Council resolution and/or schedule of fees shall control and the resulting rate, fee or charge shall be the same for 2015 Service Area Users and Users in the City.

B. The City shall establish water rates and charges for 2015 Service Area Users using the Rate Methodology in the Rate Study applicable to Users outside the City, unless subject to an existing contract with the City. Rates will be adjusted on an annual basis using the Rate Methodology in the Rate Study. In unusual circumstances such as, for example and not for limitation, the closing of a major user, an unexpected increase in operating costs, or the need to undertake unexpected major repairs due to an extreme weather event or other unforeseen occurrence, rate adjustments may be made part-way through a year. The Rate Study attached as Exhibit A shows the current applicable rate to be 118% of the rate to be paid by Users in the City. The parties understand and agree that the Rate Study and the applicable rate are subject to modification by periodic update through another Rate Study commissioned by the City that utilizes the same rate methodology as is used in the Rate Study. Provided, however, that unless there is significant new Water System infrastructure required to be constructed within the 2015 Service Area to serve 2015 Service Area Users or there is another compelling reason why rates should be significantly different (such as a subsidy by the City's general fund on behalf of Users in the City), rates for 2015 Service Area Users will increase at no greater percentage than rates for Users in the City.

C. 2015 Service Area Users shall be billed at the same frequency with the same times allowed for payment as are provided Users in the City. The same late payment requirements, interest, penalties and other consequences shall apply to 2015 Service Area Users and to Users in the City.

D. The Township shall adopt such ordinances, resolutions, rules and regulations as and requested by the City to make water fees and charges a lien on the premises served and to authorize and enable the City to directly collect those fees and charges from Service Area Users. The Township shall also place delinquent water fees and charges on the Township property tax bills for the premises served when requested by the City and collect them in the same manner as *ad valorem* property taxes and promptly remit them to the City. The City may discontinue service to any Service Area User due to non-payment of bills in the same manner as it would do so for a User in the City. The applicability of the lien shall be the same for Service Area Users as for Users in the City.

7. Restriction of Water Service and Emergency Discontinuance.

A. If the City is unable during a temporary period of scarcity or emergency to provide water service to Service Area Users in the quantity and/or at the capacity required, the quantity and/or capacity that the City can provide shall be allocated insofar as physically possible during such period to all water Users within the City and all Service Area Users in equitable proportions so that all customers of the Water System are subject to similar restrictions on water service.

B. The City reserves the right to temporarily discontinue water service (a) without notice in times of emergency or (b) upon not less than 24-hours' notice to the affected Service Area Users and the Township upon the City finding it necessary for purposes of testing, maintaining, repairing, replacing or improving Water System facilities.

C. Upon notification by the City, the Township shall cooperate with the City to ensure Service Area Users comply with any water sprinkling/irrigation restriction that the City shall determine is necessary and that shall apply equally to all similarly situated Users of the Water System and any other restrictions or advisories that may be applicable during or following such periods.

D. The Township waives any and all claims for damages resulting from such restrictions and discontinuance as set forth in this Agreement and agrees to defend, indemnify and hold harmless the City, its Council, officers, employees and agents from and against any and all claims, damages, demands, expenses, liabilities, and losses of any character or nature whatsoever arising out of or resulting from such restrictions or discontinuance within the Service Areas, but only if such restrictions or discontinuance with the Service Areas are not caused in whole or in part by the negligence of the City, its Council, officers, employees or agents.

8. Consent and Franchise.

A. As provided in Article VII, Section 29 of the Michigan Constitution of 1963, the Township consents to the City's use, without cost to the City, of the rights-of-way in the Township and this Agreement constitutes a franchise, pursuant to Article VII, Sections 19, 29 and 30 of the Michigan Constitution of 1963, for the City to provide water service to any premises in the 2015 Service Area according to the terms of this Agreement.

B. Upon the request of the City, the Township shall provide the City, without cost to the City, such easements in Township property or rights-of-way in the Township as are reasonably needed to provide water service to the 2015 Service Area as provided in this Agreement and to use, operate, maintain, repair, replace, and improve Water System facilities in the Township. The Township further agrees, upon request of the City, to assist the City in obtaining any easement or consent over private property within the Township that the City determines is reasonably needed to provide water service to the 2015 Service Area as provided in this Agreement and to use, operate, maintain, repair, replace, and improve Water Systems facilities in the Township.

C. Following any work on any parts of the Water System located in the Township, the City shall ensure any affected premises is promptly restored to a general condition that is as good or better condition as before such work. In performing any work on the portions of the Water System in the Township, the City shall make reasonable efforts to minimize the duration and extent of any interruptions to use of affected rights-of-way or other premises.

9. Title to Water System. All right, title and interest in all parts of the Water System are and shall remain only the City's. This Agreement does not convey to the Township or entitle the Township to any right, title or interest in the Water System, any portion of the Water System or any capacity in the Water System.

10. Additional Service Areas. By amendment to this Agreement, the City and the Township may add additional areas of the Township to the Service Area or provide that other areas of the Township will be subject to the terms of this Agreement. In doing so, the parties must jointly agree to amend Exhibit A to carefully depict the areas of the Township covered by the terms of the Agreement as amended. If the parties do not agree, then no service area(s) shall be added.

11. Term. This Agreement shall be effective for an initial term of 10 years commencing from the date set forth in the first paragraph of this Agreement, expiring on December 31, 2025. This Agreement shall renew for successive five years terms beginning on January 1, 2026, unless either party, at least two years prior to the expiration of the Agreement or any additional five year renewal term, notifies the other party of its intent to not renew the Agreement.

12. Liability and Risk.

A. No provision of this Agreement is intended to waive any immunity the City, the Township, and their respective officers and employees may have under applicable law for damages to the property off or injuries suffered by third parties.

B. If any third person asserts a claim or initiates any judicial or administrative action against the Township or any Township officer or employee for any personal injury or property damage alleged arise from (i) from the services provided by the City pursuant to this Agreement, (ii) the City's use,

operation, maintenance, repair, replacement or improvement of any portion of the Water System, or (iii) any City acts or omissions related to this Agreement, and the Township notifies of the City with a copy of any assertion of a claim or the document initiating the judicial or administrative action within 7 business days of the Township's notification of its assertion or initiation and before any response has been made or is due, the City shall defend the Township without cost to the Township and shall pay any resulting award, judgment, fine or other amount determined to be due by any court, administrative officer or agency, arbitrator or other person or body of competent jurisdiction. In doing so, the City shall have the option to settle any such claim, demand, or liability on such terms as the City shall determine.

C. However, if such injury or property damage is caused in whole or in part by the acts or omissions of the Township or the Township's officers, employees or agents, then the City's obligation under paragraph B shall be reduced in proportion of the responsibility the Township, its officers, employees or agents have for such injury or property damage.

### 13. Township Ordinance and Enforcement.

A. Except for those ordinance provisions, rules, and regulations applicable only to the City, the Township shall, within 120 days of the date of this Agreement adopt a water ordinance applicable to the Service Areas that is substantively identical to the City's water ordinance. Regardless of this subparagraph 13.A, no ordinance provision, rule or regulation adopted by the Township as a result of this Agreement shall have any provisions contrary to the terms of this Agreement, unless such contrary terms are required by a federal or state law, rule, regulation or permit requirement.

B. Within 120 days after the City adopts any amendments to its water ordinance, the Township shall adopt amendments to the Township water ordinance applicable to the Service Area that are substantively identical to the City's amendments to the City's water ordinance. Regardless of this subparagraph 13.B, no ordinance provision, rule or regulation adopted by the Township as a result of this Agreement shall have any provisions contrary to the terms of this Agreement, unless such contrary terms are required by a federal or state law, rule, regulation or permit requirement.

C. In addition, the Township shall adopt provisions in its water ordinance applicable to the Service Area that fully authorize City officers and employees to enforce the Township ordinance as enforcement agents for the Township. This Agreement constitutes the contractual authority for the City and its officers and employees to do so. The City shall enforce the Township ordinance in the same manner as it enforces the City ordinance. As the City enforces the Township's ordinance, upon the Township's request, the City shall reasonably collaborate with Township officials allowing Township officials to participate in any meetings or conversations with affected Service Area Users and sharing with Township officials copies of any pertinent documents or other information.

14. Breach of Agreement and Remedies. The non-breaching party to this Agreement shall have such legal and equitable remedies against the breaching party as shall be awarded by a court of competent jurisdiction including the remedy of specific performance. To the extent not prohibited by law, jurisdiction and venue for any action under this Agreement is solely in the state courts in Manistee County, Michigan, and the party to any such action that most substantially prevails in its claims, counterclaims and defenses is entitled to recover its actual costs, including, without limitation, filing fees, expert costs, attorneys' fees and all other costs incurred to investigate, bring, maintain, or defend any action from its first accrual or first notice thereof through all appellate and collection proceedings.

15. Notices. All notices and other communications under this Agreement shall be sufficiently given and shall be deemed given when hand delivered to the addresses first given above or on the date when delivery to the addresses first given above is actually made by FedEx, UPS or by the United State Postal Service, certified mail, return receipt requested. The parties may, by notice given pursuant to this section, designate any further or different address, certificates or other communications may be sent. Unless it is confirmed by the receiving party, communications made by electronic transmission shall not be sufficient under this section.

16. Additional Issues. The parties are progressing in realigning their relationship with respect to City water and sanitary sewer services provided to property in the Township, including property that is served by City water alone, City sanitary sewer service alone, or both such services pursuant to other, pre-

existing agreements with the owners or occupants of the served property. Many of those agreements require the property owner or occupant to make payments in lieu of taxes ("PILT") to the City, but the water and/or sanitary sewer rates paid by those property owners may be less than what is provided in the Rate Study and less than will be paid pursuant to this Agreement. While the parties have addressed their relationship with respect to City water services, the parties have yet to address their on-going relationship with respect to City sanitary sewer services. Accordingly, the following shall apply to pre-existing contracts with non-governmental persons or entities for City water and/or sanitary sewer services:

A. If the other party to a pre-existing contract that provides only for City water service wishes, at that other party's option, to make this change and signs an amendment to that pre-existing contract to incorporate the change to be subject to the rates and other provisions provided in this Agreement, the provisions of this paragraph A shall apply. Beginning on January 1, 2016, the rates paid for City water service shall be the same rates as provided for 2015 Service Area Users under this Agreement. Beginning on January 1, 2016, the PILT to be paid pursuant to that pre-existing contract shall be two-thirds of the PILT that would otherwise be paid under that contract. Beginning on January 1, 2017, the PILT to be paid pursuant to that pre-existing contract shall be one-third of the PILT that would otherwise be paid under that contract. Beginning January 1, 2018, no PILT will be paid pursuant to that pre-existing contract.

B. For pre-existing contracts that provides only City sanitary sewer services to property in the Township, no changes will occur.

C. If the other party to a pre-existing contract that provides for both City water and sanitary service wishes, at that party's option, to make this change and signs an amendment to that pre-existing contract to incorporate the change to be subject to the rates and other provisions provided in this Agreement, the provisions of this paragraph C shall apply. Beginning on January 1, 2016, the rates paid for City water service shall be the same rates as provided for 2015 Service Area Users under this Agreement, but the rates paid for City sanitary sewer service shall remain at the rates provided in the pre-existing contract. Beginning on January 1, 2016, the PILT to be paid pursuant to that pre-existing contract shall be 90% of the PILT that would otherwise be paid under that contract. Beginning on January 1, 2017, the PILT to be paid pursuant to that pre-existing contract shall be 80% of the PILT that would otherwise be paid under that contract. Beginning January 1, 2018, the PILT to be paid pursuant to that pre-existing contract shall be 70% of the PILT that would otherwise be paid under that contract.

D. The following contracts are not addressed by this paragraph 16 and shall not be subject to modification except by the mutual consent of all parties: Meijer, the Oaks Prison, the West Shore Medical Center, the Northwest Michigan Health Center, the County Jail, and the County Medical Care Facility.

#### 17. Miscellaneous.

A. This Agreement constitutes the entire agreement between the parties as to its subject matter and there are no other representations, warranties, promises, guarantees or agreements, oral or written, express or implied, between the parties except as expressly made in this Agreement. The captions or headings in this Agreement are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Agreement. However, the Recitals are an integral part of this Agreement. All exhibits attached are fully incorporated as a part of this Agreement. The parties each had representation of counsel in the preparation of this Agreement and agree it was mutually drafted.

B. This Agreement may not be amended, changed, modified, altered, assigned or terminated before the end of its term without the written consent of the City and the Township after approval by the City Council and the Township Board. Notwithstanding the foregoing, the parties agree to amend the Agreement if additional language is required in order for the Agreement to comply with federal, state or local law; however, amendment pursuant to this paragraph shall not alter the substantive terms of the Agreement.

C. This Agreement and all rights and obligations under this Agreement are not assignable unless the parties both agree in writing to such assignment.

D. The waiver by either party of a breach of any provision of this Agreement shall not be a waiver of any subsequent breach of the same or any other provision of this Agreement.

E. This Agreement shall be enforceable only by the parties and their successors in interest. There are no intended third party beneficiaries to this Agreement.

The parties have signed this Agreement as of the date first above written.

CITY OF MANISTEE

TOWNSHIP OF MANISTEE

By: \_\_\_\_\_  
Colleen Kenny, Mayor

By: \_\_\_\_\_  
Dennis Bjorkquist, Supervisor

By: \_\_\_\_\_  
Michelle Wright, Clerk

By: \_\_\_\_\_  
Diane Taylor, Clerk

Date signed: \_\_\_\_\_, 2015

Date signed: \_\_\_\_\_, 2015

EXHIBIT A  
Depiction of 2015 Service Area

**EXHIBIT B**  
**Rate Study**

GRAPIDS 57718-1 364593v4

MEMO TO: R. Ben Bifoss, Interim City Manager  
FROM: Jeffrey W. Mikula, Public Works Director  
DATE: August 25, 2015  
SUBJECT: Local Street Paving

*JWM*



During the budgeting process for FY 2015-16, a two year Transportation Improvement Plan (TIP) was created. Year one included mill and fill paving operations for local streets which do not have immediate utility upgrades contemplated. The second year of the plan included resurfacing using a slurry seal process on major streets.

Spicer Group compiled a bid package for the local streets projects. One additional street segment was added to the approved TIP along with two blocks of curb and gutter. The bid package also included a \$25,000 allocation from Michigan Department of Transportation to include sectional mill and fills along US-31 within the City Limits.

Bids were opened on Friday August 21, 2015 with three bids being submitted.

The low bid was submitted by Elmer's Crane and Dozer in the amount of \$422,349.64.

Funding sources include the following:

\$67,000	Capital Improvement Fund (annual allocation)
\$30,000	Capital Improvement Fund (reserves)
\$70,000	General Fund
\$83,000	Additional Oil and Gas Money
\$110,000	Transfer from Major Street Fund
\$25,000	MDOT
<u>\$37,000</u>	Cash reserves from the local and/or major street funds*
\$423,000	

\* Additional cash reserves exist in the Local and Major Street Funds at the conclusion of FY 2014-15. Utilizing \$37,000 of those reserves will allow us to preserve the \$140,000 budgeted allocation from Reith Riley for additional paving projects anticipated in the spring of 2016



August 24, 2015

Jeff Mikula  
Director of Public Works  
City of Manistee  
70 Maple Street  
Manistee, MI 49660

RE: City of Manistee 2015 Street Improvements  
Bid Tabulation and Recommendation  
VIA EMAIL

Mr. Mikula,

We received three bids for this project, with the low bid being \$422,349.64 and the highest being \$490,971.74. Enclosed is a copy of the bid tabulation.

Elmers Crane and Dozer, Inc. submitted the low bid for the above mentioned project and has successfully completed similar projects in the area.

We recommend the award of this project to Elmers Crane and Dozer, Inc. at the unit prices bid which, when applied to the estimated quantities, result in a total cash bid of four hundred twenty two thousand, three hundred forty nine dollars and sixty four cents (\$422,349.64).

We will prepare the Contract documents and obtain the necessary insurances and bonding documents from the contractor when and if the City approves the recommended low bidder, and a Notice of Award is issued.

If you have any question or comments, please me at (989) 928-8027.

Sincerely,

**Shawn P. Middleton, P.E., CFM**

Sr. Project Manager

**SPICER GROUP, INC**

302 River St.

Manistee, MI 49660

E-mail: shawnm@spicergroup.com

Copy: SGI File 12092415-032  
Ben Bifoss, Interim City Manager  
Ed Bradford, Chief Financial Officer  
Bob Briggs, Spicer Group, Inc.

BIDS FOR: 2015 STREET IMPROVEMENTS  
CITY OF MANISTEE

TAKEN ON: 8/21/2015

BIDDERS>>>

Item No.	Estimated Quantity	Units	MDOT #	Description	Elmers Crane and Dozer, Inc. Traverse City, MI		Hallack Contracting, Inc. Hart, MI		Rieth-Riley Construction CO. Lduington, MI	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
1	1	LSUM	1500001	Mobilization, Max. _____	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00	\$20,000.00
2	920	Fl	2040020	Curb and Gutter, Rem	\$2.10	\$ 1,932.00	\$10.00	\$ 9,200.00	\$11.00	\$ 10,120.00
3	94	Syd	2040050	Pavt. Rem	\$14.36	\$ 1,349.84	\$10.00	\$ 940.00	\$11.00	\$ 1,034.00
4	32	Syd	2040055	Sidewalk, Rem	\$2.00	\$ 64.00	\$10.00	\$ 320.00	\$11.00	\$ 352.00
5	150	Cyd	2050016	Excavation, Earth	\$10.00	\$ 1,500.00	\$10.00	\$ 1,500.00	\$11.00	\$ 1,650.00
6	25	Eu	2080020	Erosion Control, Inlet Protection, Fabric Drop	\$55.00	\$ 1,375.00	\$75.00	\$ 1,875.00	\$76.00	\$ 1,900.00
7	646	Syd	3020016	Aggregate Base, 6 inch	\$6.50	\$ 4,199.00	\$7.50	\$ 4,845.00	\$8.00	\$ 5,168.00
8	76	Syd	3070008	Approach, C.I. 6 inch	\$6.50	\$ 494.00	\$7.50	\$ 570.00	\$8.00	\$ 608.00
9	42	Ton	3070121	Shoulder, C.I. II	\$11.00	\$ 462.00	\$17.50	\$ 735.00	\$18.00	\$ 756.00
10	57	Eu	4030005	Dr Structure Cover, Adj. Case 1	\$432.00	\$ 15,984.00	\$385.00	\$ 14,245.00	\$400.00	\$ 14,800.00
11	19,566	Syd	5010002	Cold Milling HMA Surface	\$3.15	\$ 61,632.90	\$1.00	\$ 19,566.00	\$2.00	\$ 39,132.00
12	835	Syd	5010005	HMA Surface, Rem	\$2.00	\$ 1,670.00	\$4.00	\$ 3,340.00	\$5.00	\$ 4,175.00
13	450	Syd	5010008	Pavt for Bull Joints, Rem	\$3.15	\$ 1,417.50	\$4.00	\$ 1,800.00	\$5.00	\$ 2,250.00
14	63	Ton	5010025	Hand Patching	\$90.00	\$ 5,670.00	\$70.00	\$ 4,410.00	\$150.00	\$ 9,450.00
15	3,778	Ton	5010037	HMA, 13A	\$64.00	\$ 241,792.00	\$78.11	\$ 295,099.58	\$78.11	\$ 295,099.58
16	79	Ton	5010061	HMA, Approach	\$64.00	\$ 5,056.00	\$153.00	\$ 12,087.00	\$153.00	\$ 12,087.00
17	194	Syd	8010005	Driveway, Nonreinf Conc, 6 inch	\$39.52	\$ 7,666.88	\$42.64	\$ 8,272.16	\$42.64	\$ 8,272.16
18	1,554	Fl	8020038	Curb and Gutter, Conc, Det F4	\$18.43	\$ 28,640.22	\$22.55	\$ 35,042.70	\$20.00	\$ 31,080.00
19	200	Sft	8030034	Sidewalk Ramp, Conc, 4 inch	\$4.73	\$ 946.00	\$15.40	\$ 3,080.00	\$10.00	\$ 2,000.00
20	80	Sft	8030044	Sidewalk, Conc, 4 inch	\$4.20	\$ 336.00	\$9.00	\$ 720.00	\$10.00	\$ 800.00
21	360	Fl	8110024	Pavt Mrkg, Only Cold Plastic, 6 inch, Crosswalk	\$5.00	\$ 1,800.00	\$3.00	\$ 1,080.00	\$4.00	\$ 1,440.00
22	126	Fl	8110231	Pavt Mrkg, Type NR, Paint, 4 inch, White, Temp	\$0.50	\$ 63.00	\$0.45	\$ 56.70	\$0.50	\$ 63.00
23	500	Fl	8110232	Pavt Mrkg, Type NR, Paint, 4 inch, Yellow, Temp	\$0.50	\$ 250.00	\$0.45	\$ 225.00	\$0.50	\$ 250.00
24	10	Eu	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Form	\$52.50	\$ 525.00	\$100.00	\$ 1,000.00	\$55.00	\$ 550.00

BIDDERS>>>

Item No.	Estimated Quantity	Units	MDOT#	Description	Elmers Crane and Dozer, Inc. Traverse City, MI		Hallack Contracting, Inc. Hunt, MI		Rich-Riley Construction CO. Ldington, MI	
					Unit Price	Amount	Unit Price	Amount	Unit Price	Amount
25	10	Ea	8120015	Barricade, Type III, High Intensity, Double Sided, Lghd, Oper	\$1.05	\$ 10.50	\$1.00	\$ 10.00	\$2.00	\$ 20.00
26	1	LSUM	8120170	Minor Traf Devices	\$5,412.50	\$ 5,412.50	\$4,945.00	\$ 4,945.00	\$10,230.00	\$ 10,230.00
27	128	Ea	8120250	Plastic Drum, High Intensity, Firm	\$11.55	\$ 1,478.40	\$10.00	\$ 1,280.00	\$12.00	\$ 1,536.00
28	128	Ea	8120251	Plastic Drum, High Intensity, Oper	\$1.05	\$ 134.40	\$1.00	\$ 128.00	\$2.00	\$ 256.00
29	505	Sft	8120350	Sign, Type B, Temp, Prismatic, Firm	\$3.15	\$ 1,590.75	\$3.00	\$ 1,515.00	\$4.00	\$ 2,020.00
30	505	Sft	8120351	Sign, Type B, Temp, Prismatic, Oper	\$1.05	\$ 530.25	\$1.00	\$ 505.00	\$2.00	\$ 1,010.00
31	1,037	Syd	8160100	Slope Restoration, Type B	\$2.50	\$ 2,592.50	\$2.00	\$ 2,074.00	\$4.00	\$ 4,148.00
32	21	Ea	8230431	Gate Box, Adj, Case	\$275.00	\$ 5,775.00	\$285.00	\$ 5,985.00	\$415.00	\$ 8,715.00
<b>TOTAL BID.....</b>						<b>\$422,349.64</b>		<b>\$456,451.14</b>		<b>\$490,971.74</b>

**NOTICE OF AWARD**

---

Date of Issuance: September 1, 2015

Owner: City of Manistee

Owner's Contract No.:

Engineer: Spicer Group, Inc.

Engineer's Project No.: 12092415-032

Project: 2015 Street Improvements

Contract Name:

Bidder: Elmers Crane and Dozer, Inc.

Bidder's Address: 3600 Rennie School Road, Traverse City, MI 49685

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated 8/21/2015 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for:

City of Manistee – 2015 Street Improvements.

The Contract Price of the awarded Contract is: \$ 422,349.64

3 unexecuted counterparts of the Agreement accompany this Notice of Award, and one copy of the Contract Documents accompanies this Notice of Award, or has been transmitted or made available to Bidder electronically.

You must comply with the following conditions precedent within 15 days of the date of receipt of this Notice of Award:

1. Deliver to Engineer 3 counterparts of the Agreement, fully executed by Bidder.
2. Deliver with the executed Agreement(s) the Contract security [*e.g., performance and payment bonds*] and insurance documentation as specified in the Instructions to Bidders and General Conditions, Articles 2 and 6.
3. Other conditions precedent (if any):

Failure to comply with these conditions within the time specified will entitle Owner to consider you in default, annul this Notice of Award, and declare your Bid security forfeited.

Within ten days after you comply with the above conditions, Owner will return to you one fully executed counterpart of the Agreement, together with any additional copies of the Contract Documents as indicated in Paragraph 2.02 of the General Conditions.

---

Owner: City of Manistee

By: \_\_\_\_\_  
Authorized Signature  
Colleen Kenny  
Title: Mayor

By: \_\_\_\_\_  
Authorized Signature  
Michelle Wright  
Title: City Clerk

Copy: Engineer

## AGREEMENT

This agreement is by and between City of Manistee ("Owner") and  
Elmers Crane and Dozer, Inc. ("Contractor").

Owner and Contractor hereby agree as follows:

### ARTICLE 1 – WORK

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents.

### ARTICLE 2 – THE PROJECT

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: 2015 Street Improvements.

### ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Spicer Group, Inc.

3.02 The Owner has retained Spicer Group, Inc. ("Engineer") to act as Owner's representative, assume all duties and responsibilities, and have the rights and authority assigned to Engineer in the Contract Documents in connection with the completion of the Work in accordance with the Contract Documents.

### ARTICLE 4 – CONTRACT TIMES

4.01 *Time of the Essence*

A. All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

4.02 *Contract Times: Dates*

A. The Work on US 31 will be completed on or before October 1, 2015. The remaining Work will be substantially completed on or before October 16, 2015, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 30, 2015.

4.03 *Liquidated Damages*

A. Contractor and Owner recognize that time is of the essence as stated in Paragraph 4.01 above and that Owner will suffer financial and other losses if the Work is not completed and Milestones not achieved within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with the Contract. The parties also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding the actual loss suffered by Owner if the Work is not completed on time. Accordingly, instead of requiring any such proof, Owner and Contractor agree that as liquidated damages for delay (but not as a penalty):

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.

2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.

#### 4.04 *Special Damages*

- A. In addition to the amount provided for liquidated damages, Contractor shall reimburse Owner (1) for any fines or penalties imposed on Owner as a direct result of the Contractor's failure to attain Substantial Completion according to the Contract Times, and (2) for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Substantial Completion (as duly adjusted pursuant to the Contract), until the Work is substantially complete.
- B. After Contractor achieves Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Times, Contractor shall reimburse Owner for the actual costs reasonably incurred by Owner for engineering, construction observation, inspection, and administrative services needed after the time specified in Paragraph 4.02 for Work to be completed and ready for final payment (as duly adjusted pursuant to the Contract), until the Work is completed and ready for final payment.

### **ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
  - A. For all Work, at the prices stated in Contractor's Bid, attached hereto as **Exhibit A**.

### **ARTICLE 6 – PAYMENT PROCEDURES**

#### 6.01 *Submittal and Processing of Payments*

- A. Contractor shall submit Applications for Payment in accordance with Article 15 of the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions.

#### 6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment on or about the 5th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract
    - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and

progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

- B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

#### 6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 15.06 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 15.06.

### **ARTICLE 7 – INTEREST**

7.01 All amounts not paid when due shall bear interest at the rate of 0 percent per annum.

### **ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:

- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
- B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
- C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
- D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
- E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
- F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
- G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.

- H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01 *Contents***

- A. The Contract Documents consist of the following:
  - 1. This Agreement.
  - 2. Performance bond.
  - 3. Payment bond.
  - 4. General Conditions.
  - 5. Supplementary Conditions.
  - 6. Specifications as listed in the table of contents of the Project Manual.
  - 7. The Drawings as listed on the document title page.
  - 8. Addenda (numbers 1 to 1, inclusive).
  - 9. Exhibits to this Agreement (enumerated as follows): Exhibit A.
  - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 *Terms***

- A. Terms used in this Agreement will have the meanings stated in the General Conditions and the Supplementary Conditions.

### **10.02 *Assignment of Contract***

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the

written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

- A. Owner and Contractor each binds itself, its successors, assigns, and legal representatives to the other party hereto, its successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

10.04 *Severability*

- A. Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and Contractor, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

10.05 *Contractor's Certifications*

- A. Contractor certifies that it has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for or in executing the Contract. For the purposes of this Paragraph 10.05:
  - 1. "corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value likely to influence the action of a public official in the bidding process or in the Contract execution;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process or the execution of the Contract to the detriment of Owner, (b) to establish Bid or Contract prices at artificial non-competitive levels, or (c) to deprive Owner of the benefits of free and open competition;
  - 3. "collusive practice" means a scheme or arrangement between two or more Bidders, with or without the knowledge of Owner, a purpose of which is to establish Bid prices at artificial, non-competitive levels; and
  - 4. "coercive practice" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the bidding process or affect the execution of the Contract.

10.06 *Other Provisions*

- A. Owner stipulates that if the General Conditions that are made a part of this Contract are based on EJCDC® C-700, Standard General Conditions for the Construction Contract, published by the Engineers Joint Contract Documents Committee®, and if Owner is the party that has furnished said General Conditions, then Owner has plainly shown all modifications to the standard wording of such published document to the Contractor, through a process such as highlighting or "track changes" (redline/strikeout), or in the Supplementary Conditions.
- B. *Equal Opportunity*

Contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex,

height, weight, marital status, or because of a handicap that is unrelated to the person's ability to perform the duties of a particular job or position.

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement.

This Agreement will be effective on \_\_\_\_\_ (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Manistee

Elmers Crane and Dozer, Inc.

By: \_\_\_\_\_

By: \_\_\_\_\_

Title: Mayor

Title: \_\_\_\_\_

*(If Contractor is a corporation, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest: \_\_\_\_\_

Attest: \_\_\_\_\_

Title: City Clerk

Title: \_\_\_\_\_

Address for giving notices:

Address for giving notices:

70 Maple Street

3600 Rennie School Road

Manistee, MI 49660

Traverse City, MI 49685

License No.: \_\_\_\_\_  
*(where applicable)*

*(If Owner is a corporation, attach evidence of authority to sign. If Owner is a public body, attach evidence of authority to sign and resolution or other documents authorizing execution of this Agreement.)*

*NOTE TO USER: Use in those states or other jurisdictions where applicable or required.*

**EXHIBIT A - Addendum 1**

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Units</u>	<u>MDOT #</u>	<u>Description</u>	<u>Unit Price</u>	<u>Amount</u>
1.	1	LSUM	1500001	Mobilization, Max, _____	\$20,000.00	\$20,000.00
2.	920	Ft	2040020	Curb and Gutter, Rem	\$ 2.10	\$ 1,932.00
3.	94	Syd	2040050	Pavt, Rem	\$ 14.36	\$ 1,349.84
4.	32	Syd	2040055	Sidewalk, Rem	\$ 2.00	\$ 64.00
5.	150	Cyd	2050016	Excavation, Earth	\$ 10.00	\$ 1,500.00
6.	25	Ea	2080020	Erosion Control, Inlet Protection, Fabric Drop	\$ 55.00	\$ 1,375.00
7.	646	Syd	3020016	Aggregate Base, 6 inch	\$ 6.50	\$ 4,199.00
8.	76	Syd	3070008	Approach, CI I, 6 inch	\$ 6.50	\$ 494.00
9.	42	Ton	3070121	Shoulder, CI II	\$ 11.00	\$ 462.00
10.	37	Ea	4030005	Dr Structure Cover, Adj, Case 1	\$ 432.00	\$ 15,948.00
11.	19,566	Syd	5010002	Cold Milling HMA Surface	\$ 3.15	\$ 61,632.90
12.	835	Syd	5010005	HMA Surface, Rem	\$ 2.00	\$ 1,670.00
13.	450	Syd	5010008	Pavt for Butt Joints, Rem	\$ 3.15	\$ 1,417.50
14.	63	Ton	5010025	Hand Patching	\$ 90.00	\$ 5,670.00
15.	3,778	Ton	5010033	HMA, 13A	\$ 64.00	\$ 241,792.00
16.	79	Ton	5010061	HMA, Approach	\$ 64.00	\$ 5,056.00
17.	194	Syd	8010005	Driveway, Nonreinf Conc, 6 inch	\$ 39.52	\$ 7,666.88

18.	1,554	Ft	8020038	Curb and Gutter, Conc, Det F4	\$ 18.43	\$ 28,640.22
19.	200	Sft	8030034	Sidewalk Ramp, Conc, 4 inch	\$ 4.73	\$ 946.00
20.	80	Sft	8030044	Sidewalk, Conc, 4 inch	\$ 4.20	\$ 336.00
21.	360	Ft	8110024	Pavt Mrkg, Ovly Cold Plastic, 6 inch, Crosswalk	\$ 5.00	\$ 1,800.00
22.	126	Ft	8110231	Pavt Mrkg, Type NR, Paint, 4 inch, White, Temp	\$ 0.50	\$ 63.00
23.	500	Ft	8110232	Pavt Mrkg, Type NR, Paint, 4 inch, Yellow, Temp	\$ 0.50	\$ 250.00
24.	10	Ea	8120012	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	\$ 52.50	\$ 525.00
25.	10	Ea	8120013	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	\$ 1.05	\$ 10.50
26.	1	LSUM	8120170	Minor Traf Devices	\$ 5412.50	\$ 5,412.50
27.	128	Ea	8120250	Plastic Drum, High Intensity, Furn	\$ 11.55	\$ 1,478.40
28.	128	Ea	8120251	Plastic Drum, High Intensity, Oper	\$ 1.05	\$ 134.40
29.	505	Sft	8120350	Sign, Type B, Temp, Prismatic, Furn	\$ 3.15	\$ 1,590.75
30.	505	Sft	8120351	Sign, Type B, Temp, Prismatic, Oper	\$ 1.05	\$ 530.25
31.	1,037	Syd	8160100	Slope Restoration, Type B	\$ 2.50	\$ 2,592.50
32.	21	Ea	8230431	Gate Box, Adj, Case 1	\$ 275.00	\$ 5,775.00
<b>TOTAL BID.....</b>					<b>\$</b>	<b>422,349.64</b>



## Finance\Treasurer's Office

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**Memo to:** Ben Bifoss, Interim City Manager  
**From:** Edward Bradford, CFO *EB*  
**Re:** Methodist Church\Ramsdell Theatre Agreement  
**Date:** August 25, 2015

---

Ben,

The Manistee United Methodist Church ("Church") and Ramsdell Theatre have had a long and productive working relationship. Since the buildings are adjacent to one another, over the years there have been a number of issues of mutual concern that have arisen.

The City and Church have been working cooperatively to address the issues and document our common understanding of them. The City met with the Church a few weeks ago and finalized the few remaining details. The attached agreement represents the culmination of a multi-year effort to address the areas of concern. The agreement is important to both parties.

Key areas included in the agreement include:

- Property between the buildings
- Ramsdell transformer encroachment
- Use of church parking lot by the Ramsdell
- Parking lot snow removal
- Alley drainage issues
- Future Ramsdell liquor license

City Attorney George Saylor prepared the documents on behalf of the City and Ramsdell Theatre.

**Ramsdell Theatre  
and  
Manistee United Methodist Church  
  
Master Agreement**

THIS AGREEMENT entered into this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between the MANISTEE UNITED METHODIST CHURCH, a Michigan nonprofit corporation (Church), of 387 First Street, Manistee, MI 49660 and the CITY OF MANISTEE (City), a Michigan municipal corporation, of 70 Maple Street, Manistee, Michigan 49660;

WHEREAS, the City owns the Ramsdell Theatre (Ramsdell), a historical structure that is important to the community's economic and cultural success, and;

WHEREAS, the Ramsdell is directly adjacent to the Church, and;

WHEREAS, the City and Church have had a long and productive working relationship, and;

WHEREAS, the City and Church desire to document various understandings and prior agreements in a comprehensive master agreement:

NOW, THEREFORE, the parties, for their mutual benefit, agree as follows:

**1. Property Line Between Church and Ramsdell Theatre**

- 1.1 The City has surveyed the property line between the Ramsdell and the Church.
- 1.2 The City and Church agree to maintain their respective property between their buildings cooperatively.
- 1.3 The City has re-graded the area between the Ramsdell and Church to drain surface water away from the respective buildings.
- 1.4 The City and Church agree to allow access to and use of the property between the Church and Ramsdell for purposes of maintaining and operating their respective

buildings. If such use causes damage, the responsible party agrees to correct any such damage.

- 1.5 The above provisions is not intended to require the City to maintain the property of the Church or the Church the property of the City and in no way should be interpreted to impair or restrict the protections afforded the City through governmental immunity.

## **2. Encroachment of Transformer**

- 2.1. The transformer for the Ramsdell encroaches on the Church's property as shown on the attached survey (Attachment 1).
- 2.2. The Church shall grant an easement for the transformer and access for its maintenance and/or replacement. Attached hereto and incorporated by reference as Attachment 2 is an Encroachment Easement which the parties agree to execute and the City agrees to record with the Manistee County Register of Deeds.
- 2.3. If the transformer requires replacement, the City will work with the electric utility to find an acceptable transformer that reduces the amount of encroachment. The decision as to whether the new transformer is acceptable shall be solely at the discretion of the City.

## **3. Ramsdell Theatre Use of Church Parking Lot**

- 3.1. The City and Church have a prior agreement regarding the use of the Church parking lot for the Ramsdell, which the parties agree is replaced by this Agreement.
- 3.2. The Church agrees to allow the City the use of its parking lot for employee, patron and guest parking at events at the Ramsdell.
- 3.3. In consideration of 3.2, the City agrees to pay the Church \$1,000 annually by December 31 each year with the first payment occurring in 2015.

## **4. Snow Removal from Church Parking Lot**

- 4.1. The City agrees to remove snow from the Church parking lot piled after plowing if the accumulation of snow appreciably impacts the number of parking spaces available in the Church parking lot.
- 4.2. The snow will be removed by the City within five working days of a request from the Church, unless prevented by extraordinary circumstances.
- 4.3. Requests for snow removal shall be directed to the Department of Public Works.
- 4.4. The Church agrees to be fully responsible for snow plowing the parking lot.

## **5. Alley in Back of Church**

- 5.1. The parties acknowledge that there are drainage issues associated with the alley on the south sides of the Church and Ramsdell. These issues contribute to occasional flooding of the Church property.
- 5.2. The Church represents that there is a line connecting its storm water catch basin at the rear of the Church with another Church catch basin east of the Church and the catch basins have been sealed off at both ends because there is a cross-connection with the City's sanitary sewer system in the alley.
- 5.3. The City will remove the plugs at either end of the existing line, remove or seal the cross connection and raise the height of the asphalt curb at the edge of the alley behind the Church.
- 5.4. The proposed drain connection will be in addition to the existing Church drain which flows west to an existing storm sewer manhole in the alley at the southeast corner of the Ramsdell Theatre. This drain will remain as is.
- 5.5. The City will periodically inspect the asphalt curb to ensure it has maintained a reasonable height and, if necessary, restore any curb height that has been lost due to snowplowing or other activities.
- 5.6. The work described in paragraph 5.3 will be completed by the City no later than December 31, 2015.
- 5.7. The Church and City acknowledge that such work may not completely eliminate future drainage and/or flooding issues, particularly during extreme rain events.
- 5.8. The City assumes no liability for any damage resulting from storm water either before or after the proposed corrective action. This Agreement in no way waives the protection and provisions of governmental immunity afforded the City.

## **6. Ramsdell Theatre Liquor License**

- 6.1. The Ramsdell hosts a wide variety of events including performances, weddings, receptions and private gatherings. The City desires to acquire a liquor license in the future to support these activities and help fund the operation and maintenance of the facility. The Church agrees to support and/or not to oppose the City's request for a liquor license and shall execute all necessary documents as required by the state to obtain such license.
- 6.2. Prior to acquiring a permanent liquor license, the Ramsdell or an associated entity may apply for special one or two day liquor license. The Church agrees to support such application.

**7. Alley Paving**

7.1. If in the future the alley behind the Church and Ramsdell requires repavement, the City and the Church shall discuss the repavement options.

**8. Notices**

Any notices required under this agreement shall be directed to:

City of Manistee  
Attention: City Manager  
70 Maple Street  
Manistee, Michigan 49660

Manistee United Methodist Church  
Attention: Chair, Board of Trustees  
387 First Street  
Manistee, MI 49660

**9. Applicable Law & Dispute Resolution:**

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

**10. Modification of Agreement:**

This Agreement may be modified only in a writing signed by the Parties.

**11. Entire Understanding:**

The Parties acknowledge that this is the entire understanding between them as to the subject matter hereof and that there are no other provisions or agreements, either express or implied, that have not been incorporated into this agreement.

**12. Unenforceability of Provisions:**

If any provision of this agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the agreement shall remain in full force and effects.

**13. Effective Date of Agreement:**

It is expected that this agreement will be signed in multiple parts and at different times by the Parties. The agreement will be effective when representatives of both Parties have executed the agreement and dated the same.

14. **Authorization:**

The individuals signing this Agreement represent that they have been duly authorized to execute the Agreement for and on behalf of their principal.

IN WITNESS WHEREOF, the Parties execute this agreement on the date denoted next to their respective signatures.

**MANISTEE UNITED METHODIST CHURCH**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Clarence Sullivan, Chair

**CITY OF MANISTEE**

By: \_\_\_\_\_ Date: \_\_\_\_\_

Colleen Kenny, Mayor

By: \_\_\_\_\_ Date: \_\_\_\_\_

Michelle Wright, Clerk

# CERTIFICATE OF SURVEY

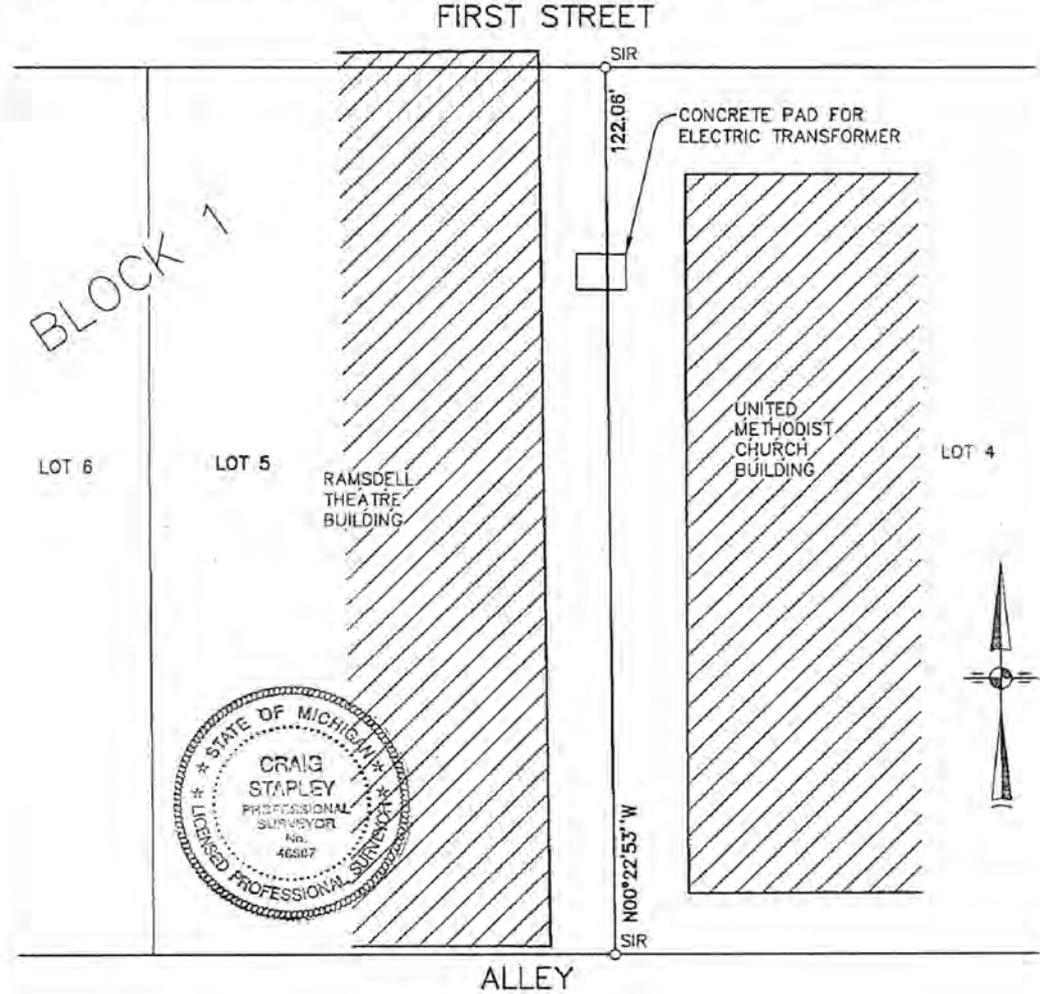
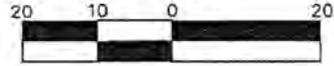
I, CRAIG R. STAPLEY, LICENSED PROFESSIONAL SURVEYOR NO. 46687 IN MICHIGAN, CERTIFY THAT THIS DRAWING IS AN ACCURATE REPRESENTATION OF A BOUNDARY SURVEY PERFORMED UNDER MY DIRECTION FOR THE FOLLOWING DESCRIBED PARCEL OF LAND

DESCRIPTION FROM WARRANTY DEED RECORDED IN LIBER 345, PAGE 956  
 LOTS NOS. FIVE (5) AND SIX (6) OF BLOCK ONE (1) OF MARK S. TYSON AND COMPANY'S ADDITION TO THE CITY OF MANISTEE, IN MANISTEE COUNTY, STATE OF MICHIGAN.

SHOWING THE EAST LINE ONLY OF THE ABOVE PARCEL.

**LEGEND**  
 ○ SIR SET IRON ROD W/CAP

**NOTE:**  
 BEARINGS ARE BASED ON AN UNRECORDED SURVEY BY TONY SLAWINSKI IN BLOCK 1, 1974



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

*12/07/07*  
 DATE OF CERTIFICATE

PLAT OF SURVEY FOR:

CITY OF  
 MANISTEE



**ABONMARCHE CONSULTANTS, INC.**

361 First Street, Manistee, Michigan 49660  
 231-723-1198  
 FAX: 231-723-1194

95 West Main Street, Benton Harbor, Michigan 49022  
 616-927-2295  
 FAX: 616-927-4639

ARCHITECTS / ENGINEERS / SURVEYORS / PLANNERS

DATE: DECEMBER 5, 2007

DRAWN BY: PGB

SCALE: 1" = 20'

SEC. — T. 21N. R. 17W.

COPYRIGHT 1994 — ABONMARCHE CONSULTANTS, INC.

Z:\CIVIL\3DSURVY PROJ\071061 CONA RAMSDELL.dwg (MT)1061.dwg, 8:58:4, 12/6/2007 1:07:15 PM, pgsstapley, 1:1

JOB NO. M7-1061

## ENCROACHMENT EASEMENT

This Agreement entered into on the dates shown below and dated as of the date the last party signs, by and between the City of Manistee, a Michigan municipal corporation, of 70 Maple Street, Manistee, MI 49660 (hereinafter referred to as "Grantee") and the Manistee United Methodist Church, a Michigan nonprofit corporation, of 387 First Street, Manistee, MI 49660, (hereinafter referred to as "Grantor") and;

### **WITNESSETH:**

WHEREAS, Grantor is the owner of the following described lands situated in the City of Manistee, Manistee County, Michigan, and further described as follows, to-wit:

Lots 1, 2, 3 and 4, Block 1, Tyson & Co. Addition to the City of Manistee,  
hereinafter referred to as the "Servient Estate"; and

WHEREAS, Grantee is the owner of the following described property situated in the City of Mansitee, Manistee County, Michigan, and further described as follows, to-wit:

Lots 5 and 6, Block 1, Tyson & Co. Addition to the City of Mansitee,  
hereinafter referred to as the "Dominant Estate"; and

WHEREAS, Grantee is currently encroaching on the Servient Estate by reason of the location of a concrete pad, transformer and related structures utilized by Grantee for the Ramsdell Theatre (the "encroachments"), as shown on the survey of Craig R. Stapley, dated December 7, 2007, a copy of which is attached hereto, marked Exhibit "A" and incorporated herein by reference; and

WHEREAS, the parties desire to allow the encroachments described to continue to encroach upon the Servient Estate on the terms and conditions hereinafter set forth.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL PROMISES AND COVENANTS CONTAINED HEREIN AND PURSUANT TO THE PARTIES MASTER AGREEMENT DATED \_\_\_\_\_, 2015, THE PARTIES HERETO AGREE AS FOLLOWS:

1. Grantor hereby grants to Grantee an easement for the sole purpose of allowing the encroachments, depicted on Exhibit "A", to continue to exist in their present location and for reasonable access over Grantor's property for Grantee, its successors and assigns, to repair, maintain or replace the encroachment, on all of the terms and conditions hereinafter set forth.

2. The size and location of the encroachments shall not be increased or changed, except with the express prior written consent of Grantor, or unless such change removes the encroachments from the Servient Estate.

3. Grantee shall reasonably maintain the encroachments in good condition during the continuation of this license at no cost to Grantor.

5. Grantee and its successors and assigns, hereby releases, remits, quit claims and, waives any and all claims Grantee may have against or to the Servient Estate, or any part thereof, arising by prescription, adverse possession, or otherwise, and arising from the use and location of the encroachments, except for the specific limited rights herein granted to Grantee by Grantor, pursuant to this Agreement.

6. Grantee and its successors and assigns shall indemnify and hold harmless Grantor, its officers, board members, agents and employees, and its successors and assigns, from and against any and all claims, damages, causes of action, costs, and expenses for any injury to persons or damages to property arising from or in any way relating to the use of the encroachments by Grantee and its successors and assigns, or any of its agents, servants, employees, guests or social or business invitees.

7. Except to the extent herein granted to Grantee, Grantor reserves all right, title and interest in and to the Servient Estate.

8. This Agreement constitutes the entire agreement between the parties and there are no prior or contemporaneous written or oral agreements not set forth herein, except those contained in the Master Agreement dated \_\_\_\_\_, 2015 and executed by the parties. This Agreement may not be altered or amended except by another suitable instrument, in writing, and signed by all parties.

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

10. This Agreement shall be binding upon the parties hereto, and their successors and assigns.

11. The signing individuals represent and warrant that they have been duly authorized by their represented party to execute this Encroachment Easement.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the dates indicated below.

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

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

MANISTEE UNITED METHODIST  
CHURCH, GRANTOR

By: \_\_\_\_\_  
Its Chairman

By: \_\_\_\_\_  
Its Secretary

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

WITNESSES:

CITY OF MANISTEE, GRANTEE

\_\_\_\_\_

By:

\_\_\_\_\_

Its Mayor

\_\_\_\_\_

\_\_\_\_\_

Its Clerk

STATE OF MICHIGAN )

: SS.

COUNTY OF MANISTEE)

Subscribed and sworn to before me, a notary public, this \_\_\_\_ day of \_\_\_\_\_, 2015, by \_\_\_\_\_, Chairman, and \_\_\_\_\_, Secretary, respectively of the Manistee United Methodist Church who certified that the foregoing instrument was duly executed and delivered as the free act and deed of the United Methodist Church.

\_\_\_\_\_

Notary Public

County, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

STATE OF MANISTEE)

: SS.

COUNTY OF MANISTEE)

Subscribed and sworn to before me, a notary public, this \_\_\_\_ day of \_\_\_\_\_, 2015, by .

\_\_\_\_\_

Notary Public

County, \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

Prepared by:

GOCKERMAN, WILSON, SAYLOR & HESSLIN, a  
Mika Meyers Beckett & Jones, PLC, law firm

By: George V. Saylor, III

Attorney for City of Manistee, 414 Water Street, Manistee, MI 49660, (231) 723-8333



July 16, 2015

**Michigan Municipal League Annual Meeting Notice**

(Please present at the next Council, Commission or Board Meeting)

Dear Official:

The Michigan Municipal League Annual Convention will be held in Traverse City, September 16-18, 2015. The League's "Annual Meeting" is scheduled for 12:00 pm on Thursday, September 17 in the West Bay Ballroom Dome at the Park Place Hotel. The meeting will be held for the following purposes:

1. Election of Trustees. To elect six members of the Board of Trustees for terms of three years each (see #1 on page 2).
2. Policy. A) **To vote on the Core Legislative Principles document.**  
In regard to the proposed League Core Legislative Principles, the document is available on the League website at <http://www.mml.org/delegate>. If you would like to receive a copy of the proposed principles by fax, please call Monica Drukis at the League at 800-653-2483.  
  
B) **If the League Board of Trustees has presented any resolutions to the membership, they also will be voted on.** (See #2 on page 2.)  
In regard to resolutions, member municipalities planning on submitting resolutions for consideration by the League Trustees are reminded that under the Bylaws, they must be submitted to the Trustees for their review by **August 17, 2015.**
3. Other Business. To transact such other business as may properly come before the meeting.

Designation of Voting Delegates

Pursuant to the provisions of the League Bylaws, you are requested to designate by action of your governing body one of your officials who will be in attendance at the Convention as your official representative to cast the vote of the municipality at the Annual Meeting, and, if possible, to designate one other official to serve as alternate. Please submit this information through the League website by visiting <http://www.mml.org/delegate> **no later than August 21, 2015.**

Regarding the designation of an official representative of the member to the annual meeting, please note the following section of the League Bylaws:

"Section 4.4 - Votes of Members. Each member shall be equally privileged with all other members in its voice and vote in the election of officers and upon any proposition presented for discussion or decision at any meeting of the members. Honorary members shall be entitled to participate in the discussion of any question, but such members shall not be entitled to vote. The vote of each member shall be cast by its official representative attending the meeting at which an election of officers or a decision on any proposition shall take place. Each member shall, by action of its governing body prior to the annual meeting or any special meeting, appoint one official of such member as its principal official representative to cast the vote of the member at such meeting, and may appoint one official as its alternate official representative to serve in the absence or inability to act of the principal representative."

1. Election of Trustees

Regarding election of Trustees, under Section 5.3 of the League Bylaws, six members of the Board of Trustees will be elected at the annual meeting for a term of three years. The regulations of the Board of Trustees require the Nominations Committee to complete its recommendations and post the names of the nominees for the Board of Trustees on a board at the registration desk at least four hours before the hour of the business meeting.

2. Statements of Policy and Resolutions

Regarding consideration of resolutions and statements of policy, under Section 4.5 of the League Bylaws, the Board of Trustees acts as the Resolutions Committee, and "no resolution or motion, except procedural and incidental matters having to do with business properly before the annual meeting or pertaining to the conduct of the meeting, shall be considered at the annual meeting unless it is either (1) submitted to the meeting by the Board of Trustees, or (2) submitted in writing to the Board of Trustees by resolution of the governing body of a member at least thirty (30) days preceding the date of the annual meeting." Thus the deadline this year for the League to receive resolutions is **August 17, 2015**. Please submit resolutions to the attention of Daniel P. Gilmartin, Executive Director/CEO at 1675 Green Rd., Ann Arbor, MI 48105. **Any resolution submitted by a member municipality will go to the League Board of Trustees, serving as the resolutions committee under the Bylaws, which may present it to the membership at the Annual Meeting or refer it to the appropriate policy committee for additional action.**

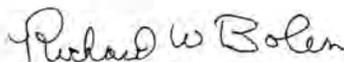
Further, "Every proposed resolution submitted by a member shall be stated in clear and concise language and shall be accompanied by a statement setting forth the reasons for recommending the proposed resolution. The Board shall consider the proposal at a Board meeting prior to the next annual meeting and, after consideration, shall make a recommendation as to the advisability of adopting each such resolution or modification thereof."

3. Posting of Proposed Resolutions and Core Legislative Principles

The proposed Michigan Municipal League Core Legislative Principles and any new proposed Resolutions recommended by the Board of Trustees for adoption by the membership will be available on the League website, or at the League registration desk to permit governing bodies of member communities to have an opportunity to review such proposals and delegate to their voting representative the responsibility for expressing the official point of view of the member at the Annual Meeting.

The Board of Trustees will meet on Wednesday, September 16 in the Corner Loft in downtown Traverse City for the purpose of considering such other matters as may be requested by the membership, in addition to other agenda items.

Sincerely,



Richard Bolen  
President  
Mayor Pro Tem of Wakefield



Daniel P. Gilmartin  
Executive Director & CEO

# DOWNTOWNMANISTEE

— michigan —

Manistee Main Street  
Downtown Development Authority  
294 River Street, Suite 2  
Manistee, MI 49660  
231-398-3262

August 12, 2015

Manistee City Council  
City Hall  
70 Maple Street  
PO Box 358  
Manistee, MI 49660

RE: 2015 Hops & Props on the River

Dear Mayor Kenny and Council Members,

On behalf of the Hops & Props on the River Committee we are asking City Council to consider approval for use of public lands during the Hops & Props on the River event, which is scheduled for September 19, 2015 from 12 pm – 9 pm.

The event will take place on River Street and on the grounds of the Manistee Municipal Marina.

At this time we respectfully request council approval to use public lands for Hops & Props on the River.

Respectfully Submitted,



Patrick Kay  
Executive Director

**Request for Services by the City of Manistee DPW  
From Manistee Main Street/DDA  
Hops & Props on the River**

- Electricity Hook up with existing electrical outlets
- 10 trash cans
- 10 recycling cans
- 12-18 picnic tables
- 8 sets of barricades
- All available snow fencing/posts
- Barricade street at Oak/River; Oak/Water; Pine Street (between Water and First); Spruce/River.
- Streets need to be closed for event no later than 4pm on Friday September 18<sup>th</sup>
- Streets can then open back up on Sunday September 20th at 1 pm.
- Cars need to be removed from street in location by 5 pm on Friday September 18th.
- Bathrooms at Marina should be cleaned anytime on Friday for event.

Respectfully Submitted,



Patrick Kay  
Executive Director



**SPECIAL EVENT PERMIT REQUEST**

**Name of Special Event:** Hops & Props on the River

**Date of Special Event:** September 19, 2015

**Time of Special Event:** 12 pm – 9 pm; Set up begins at 9 am and tear down by 9 pm

**Number of Units Participating**

**Marching/Walking:** \_\_\_\_\_ **Driven:** \_\_\_\_\_ **Other:** \_\_\_\_\_

**Assembly/Starting Location:** Manistee Municipal Marina Grounds and River Street

**Destination/Finishing Point:**

**Route that the Special Event will Follow:**

**Additional request for:** Barricade street at Oak/River; Oak/Water; Pine Street (between Water and First); Spruce/River. Streets need to be closed for event no later than 4pm on Friday September 18th; Streets can then open back up on Sunday September 20th at 1pm. Cars need to be removed from street in location by 5pm on Friday September 18th. Bathrooms at Marina should be cleaned anytime on Friday for event. We will not be using the upstairs of the Marina. We have already booked all available docks for of Marina.

**Person(s) / Organization(s) making request:** Manistee Main Street/DDA

**Contact Person:** Patrick Kay, Executive Director

**Address:** 294 River Street, Suite 2, Manistee MI 49660

**Phone Work:** 231-398-3262 **Home:** 864-934-9342

**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 Bachman, Deputy Clerk. Ms. Bachman 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: \_\_\_\_\_

David M. Bachman, Chief of Police



Memo To: Ben Bifoss  
From: David M. Bachman  
Re: Council Agenda Item

Sir:

Please find attached a request from Manistee High School, Mrs. Julia Radatz and Mr. Sam Joseph. They are requesting permission to hold their annual Homecoming parade on September 25<sup>th</sup>, 2015. Their parade begins on division Street near the Blarney building and runs the length of River Street.

This is an annual event and presents no special problems for the city and I recommend the council to approve it.

A handwritten signature in black ink, appearing to be 'DB', with a long, sweeping flourish extending to the right.

David M. Bachman  
Chief of police



SPECIAL EVENT PERMIT REQUEST

Name of Special Event: Homecoming

Date of Special Event: Sept 25<sup>th</sup>

Time of Special Event: 4:30pm parade 5-5:30

Number of Units Participating

Marching/Walking: ~~70~~ 100 Driven: 25 Other: \_\_\_\_\_

Assembly/Starting Location: Assemble in Eagles' Lot down Division to River. Route: River st to Marine/fountain

Destination/Finishing Point:

Route that the Special Event will Follow: 

Additional request for: \_\_\_\_\_  
\_\_\_\_\_

Person(s) / Organization(s) making request: Sam Joseph, Manistee High School

Contact Person: Julia Radatz / Sam Joseph

Address: 525 12<sup>th</sup>

Phone Work: 723 2547 Home: \_\_\_\_\_

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 Bachman, Deputy Clerk. Ms. Bachman 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**

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

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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: 8/10/15

David M. Bachman, Chief of Police

Memo to: Ben Bifoss  
From: David M Bachman  
RE: Council Agenda Item

Sir:

Please find attached to this memo a request from the Hospital Foundation to hold the 8<sup>th</sup> annual Paint the Town Pink Celebration and Ribbon walk. The event is scheduled for October 8<sup>th</sup>, 2015. It starts with a gathering at the large parking lot adjacent to the fountain on River Street at 4pm and ends with the walk from the City Marina to the House of Flavors, back down River Street on the sidewalk to City Marina where people will Disperse.

This event is a breast cancer awareness project and fundraiser for the Hospital's breast cancer biopsy unit. It is a hugely successful project and well attended by the community every year. This event uses minimal city services and deserves our full support.

There are no known objections to this event and I recommend the council approve it.

A handwritten signature in black ink, appearing to be 'DB', written in a cursive style.

David M. Bachman  
Chief of Police



# WEST SHORE HEALTHCARE FOUNDATION

August 12, 2015

Manistee City Council  
City Hall  
70 Maple Street  
PO Box 358  
Manistee, MI 49660

RE: 2015 Paint The Town Pink

Dear Mayor Kenny and Council Members,

On behalf of West Shore Healthcare Foundation we are asking City Council to consider approval for use of public lands during the Paint The Town Pink event, which is scheduled for October 8, 2015 from 4 pm – 7 pm.

The event will take place on River Street between Water Street and Pine Street, and the walk will take place along the downtown sidewalks on River Street. We have requested use of the Marina Building.

Set up for the event will be 9 a.m. on October 8 concluding at 7 p.m. All trash will be cleaned up and the area will be left in the same condition as prior to the event.

At this time we respectfully request council approval to use public lands for Paint The Town Pink.

Respectfully Submitted,

Rachel L. Brooks  
Executive Director

Enclosure



**Name of Special Event:** 8<sup>th</sup> Annual Paint the Town Pink Ribbon Walk for breast cancer awareness

**Date of Special Event:** October 8, 2015

**Time of Special Event:** 4 – 7 p.m. (4 – 5 p.m. registration/ceremony; 5 – 7 p.m. walk)

**Special Request:** We are requesting to hang pink weather proof bows in honor and memory of breast cancer victims on the downtown street lamp posts from October 1 – October 16, 2015.

We are also requesting barricades and no parking signs to be put up on Thursday, October 8 at 8 am to keep vehicles from parking in the street in front of the marina building where the tents will be set up for the event. River Street would be closed from 8 am until 7 pm on October 8 between Pine Street and Water Street. (Similar location and setup as Grapes on the River)

**Number of Units Participating**

Marching/Walking: >600

Driven: N/A

Other: N/A

Assembly/Starting Location: River Street in front of City Marina

Destination/Finishing Point: Same

Route that the Special Event will follow: From City Marina to House of Flavors, back down River Street on the sidewalk to City Marina.

Person(s) / Organization(s) making request: West Shore Healthcare Foundation,  
Paint the Town Pink Event Co-Chairs Nancy Day and Julie Raymond

Contact Person Name: Rachel L. Brooks, Executive Director of West Shore Healthcare Foundation

Address: 1465 E. Parkdale Ave., Manistee, MI 49660

Telephone Work: (231) 398-1270      Home: N/A

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.**

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

David M. Bachman, Chief of Police