

MANISTEE CITY COUNCIL

MEETING AGENDA

TUESDAY, FEBRUARY 5, 2019 – 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.) Cash Balances.
b.) Quarterly Financial Update.
c.) Quarterly Investment Update.
- VII. a.) Consideration of Ordinance 19-02, Chapter 867 Recreational Marihuana.
b.) Consideration of PILOT Ordinance 19-03 Hollander Hillcrest Apartment Development.
- IX. b.) Notification Regarding Next Work Session.

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

***V. Approval of Minutes.** Approval of the minutes of the January 15, 2019 regular meeting and the January 22, 2019 special meeting as attached.

VI. Financial Report.

- *a.) CASH BALANCES.
- *b.) QUARTERLY FINANCIAL UPDATE.
- *c.) QUARTERLY INVESTMENT UPDATE.

VII. Unfinished Business.

- *a.) CONSIDERATION OF ORDINANCE 19-02, CHAPTER 867 RECREATIONAL MARIHUANA.

Initiated Law 1 of 2018 was approved by voters at the November 6, 2018 general election. Unlike the Medical Marihuana Facilities Licensing Act, for a city to prohibit marihuana facilities within its boundaries, it must affirmatively “opt out” of the law. Until Council reviews its options regarding Recreational Marihuana, City Staff is recommending that the City adopt an ordinance opting-out of the provisions of the Michigan Regulation and Taxation of Marihuana Act with the ordinance containing a sunset provision that provides for the ordinance to cease from and after July 1, 2019, unless modified by Council before that date. The City Attorney has prepared Ordinance 19-02, Chapter 867 Recreational Marihuana.

As an ordinance two separate readings are required. This ordinance was introduced at the special council meeting on January 22, 2019 and could be adopted this evening.

At this time Council could take action to adopt Ordinance 19-02, Chapter 867 Recreational Marihuana.

- *b.) CONSIDERATION OF PILOT ORDINANCE 19-03 HOLLANDER HILLCREST APARTMENT DEVELOPMENT.

At its January 15, 2019 meeting City Council directed the City Attorney to draft a PILOT Ordinance relating to the proposed Hillcrest Apartment Development being proposed by Hollander Development Corporation. The City Attorney has prepared PILOT Ordinance 19-03. The PILOT Ordinance provides for an Annual Service Fee of 4% of the Annual Sheltered Rents. The term of the PILOT Ordinance is thirty (30) years from enactment of the Ordinance.

As an ordinance two separate readings are required. This ordinance was introduced at the special council meeting on January 22, 2019 and could be adopted this evening.

At this time Council could take action to adopt Ordinance 19-03, a PILOT Ordinance for the Hillcrest Apartment Development.

VIII. New Business.

- a.) CONSIDERATION OF SUPPORTING THE MANISTEE AREA CHAMBER OF COMMERCE’S ECONOMIC DEVELOPMENT INITIATIVE.

The Manistee Area Chamber of Commerce is moving forward with a plan to provide economic development services to the County. They would like the city to provide \$20,000 per year, for three years, to support their economic development initiative.

At this time Council could take action to support the economic development services concept that includes \$20,000 per year funding, for three years, with the Manistee Area Chamber of Commerce; and direct City staff and the City Attorney to develop an agreement for Council’s future consideration.

- b.) CONSIDERATION OF BUDGET AMENDMENT 2019-2 FOR FISCAL YEAR-END JUNE 30, 2019.

The City of Manistee is required by State law to ensure that actual expenditures do not exceed budgeted amounts. Over the course of the current fiscal year unanticipated and unbudgeted events and/or Council approved expenditures have occurred. The proposed budget amendments address expenditures associated with these events to ensure compliance with State statute regarding appropriations.

At this time Council could take action to adopt budget amendment 2019-2 for fiscal year-end June 30, 2019.

- c.) CONSIDERATION OF A CONTRACT AWARD TO COMPLETE MARINA DOCK AND RIVERWALK REPAIRS.

The City Marina docks and sections of the Riverwalk were damaged during the spring 2018 seiche event. Repair work has been designed and competitively bid. Four bids were received on Friday, January 25, 2019 as follows:

| | |
|------------------------------|-------------|
| Fisher Contracting | \$635,400 |
| Hardman Construction | \$890,230 |
| Great Lakes Dock & Materials | \$1,360,607 |
| Kokosing Industrial, Inc. | \$2,203,043 |

All expenses are being funded by insurance proceeds.

At this time Council could take action to award a contract to the low bidder, Fisher Contracting in the amount of \$635,400 and authorize the Mayor and Clerk to execute the documents subject to final approval by our insurance carrier.

d.) CONSIDERATION OF A CONTRACT RENEWAL WITH ACCUMED.

The City has contracted with AccuMed for insurance billing since 2011 for medical runs. The new contract will be at the same rate of 7.5% of the collected amount for the next five years. There are no annual fees. Included in the renewal is new software to allow for monitor data to be ported into our patient care report; a \$4,500 savings. This software can significantly reduce error and time completing State required reports. The City Attorney has reviewed and approved the contract document.

At this time Council could take action to approve the five-year contract with AccuMed.

e.) CONSIDERATION OF A RESOLUTION TO INSTALL A NEW STREET LIGHT.

Residents in the area of Second and Pine Street have requested an additional street light at the intersection of Second and Pine Streets. Consumers Energy has prepared a work order and requires a resolution from City Council in order to proceed with the installation.

At this time Council could take action to approve the resolution from Consumers Energy for the addition of a street light at the intersection of Second and Pine Streets; and further authorize the City Manager to execute any necessary documents.

f.) CONSIDERATION OF THE PURCHASE OF A SURF RAKE AND A LEASE AGREEMENT FOR A NEW TRACTOR.

Strategic purchases made by the Department of Public works (DPW) this fiscal year have resulted in a savings of approximately \$72,000 in Motor Pool funds compared to budgeted amounts. The DPW is requesting to utilize a portion of these funds to replace the 2007 Cherrington Beach Cleaner.

Upgrading the equipment would result in reduced annual maintenance costs, improve quality of beaches, and replace an aging piece of equipment. The DPW is requesting the purchase of a Surf Rake 400HD from H. Barber & Sons and a New Holland Powerstar 75 tractor using a lease agreement with Ellen's Equipment.

At this time Council could take action to approve the purchase of a Surf Rake 400HD from H. Barber & Sons, Inc. in the amount of \$41,946; and enter into a one-year lease with Ellen's Equipment for a 2019 New Holland Powerstar 75 Tractor for \$3,400.

IX. Notices, Communications, Announcements.

a.) A REPORT FROM THE MANISTEE AREA CHAMBER OF COMMERCE.

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

At this time Ms. Stacie Bytwork will report on the activities of the Manistee Area Chamber of Commerce 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, February 12, 2019 at 7:00 p.m. A discussion will be conducted on the Quarterly Strategic Plan update and 2019 Construction Projects; and such business as may come before Council.

No action is required on this item.

c.) PRESENTATION OF THE ANNUAL STATE OF THE STREETS REPORT.

City staff will present the annual State of the Streets report.

No action is required on this item.

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.

TNT:cl

COUNCIL AGENDA ATTACHMENTS:

1. Council Meeting Minutes – January 15, 2019
2. Council Special Meeting Minutes – January 22, 2019
3. Cash Balances Report
4. Quarterly Financial Update
5. Quarterly Investment Update
6. Chamber Funding Initiative
7. Budget Amendment 2019-2
8. Marina Dock & Riverwalk Repairs
9. AccuMed Contract Renewal
10. New Street Light Resolution
11. Surf Rake Purchase

PROCEEDINGS OF THE MANISTEE CITY COUNCIL –JANUARY 15, 2019

A regular meeting of the Manistee City Council was called to order by his honor, Mayor Roger Zielinski on Tuesday, January 15, 2019 at 7:00 p.m. in the City Hall Council Chambers, 70 Maple Street, followed by the Pledge of Allegiance.

PRESENT: Dale Cooper, Lynda Beaton, Roger Zielinski, Robert Goodspeed, Michael Szymanski, James Grabowski and Erin Pontiac.

ALSO PRESENT: City Manager – Thad Taylor, City Attorney – George Saylor, Deputy Clerk – Lora Laurain, DPW Director – Jeff Mikula, Finance Director – Ed Bradford, Public Safety Director – Tim Kozal, and City Engineer – Shawn Middleton

CITIZEN COMMENTS ON AGENDA RELATED ITEMS

Mike Herbert, 306 Hancock Street – encouraged Council not to opt out of the Recreational Marijuana law.

Jeff Dontz, 405 E Kott Road, Manistee County Commissioner – read a letter of unanimous support from Manistee County Commissioners for the Hollander Development Corporation PILOT agreement.

Stacie Bytwork, 297 Lakeshore Drive, Chamber of Commerce – encouraged Council to approve the proposed Hollander Development Corporation PILOT agreement to provide affordable housing for the working community.

Jody Walter, 2141 Stronach Road, Little River Casino Resort – spoke in support of the Hollander Development Corporation PILOT agreement.

CONSENT AGENDA

- Minutes
 - January 2, 2019 - Regular Meeting
 - January 8, 2019 - Work Session
- Financial Reports
 - Payroll December 2018
 - Invoices December 2018
- Notification Regarding Next Work Session –February 12, 2019, 7:00 p.m.
A discussion will be conducted on the Quarterly Strategic Plan Update, 2019 Construction Projects and a presentation on the Capital Improvement Plan; and such business as may come before Council.

MOTION by Szymanski, second by Beaton to approve the Consent Agenda as presented.

With a roll call vote this motion passed unanimously.

AYES: Cooper, Beaton, Zielinski, Goodspeed, Szymanski, Grabowski, and Pontiac

NAYS: None

PROCEEDINGS OF THE MANISTEE CITY COUNCIL –JANUARY 15, 2019

CONSIDERATION OF CHAPTER 867 RECREATIONAL MARIHUANA

Initiated Law 1 of 2018 was approved by voters at the November 6, 2018 general election. Unlike the Medical Marihuana Facilities Licensing Act, for a city to prohibit marihuana facilities within its boundaries, it must affirmatively “opt out” of the law. Until Council reviews its options regarding Recreational Marihuana, City Staff is recommending that the City adopt an ordinance opting-out of the provisions of the Michigan Regulation and Taxation of Marihuana Act with the ordinance containing a sunset provision that provides for the ordinance to cease from and after April 1, 2019, unless modified by Council before that date. The City Attorney has prepared Ordinance 19-01, Chapter 867 Recreational Marihuana.

As an ordinance two separate readings are required. The first reading occurred at the January 2, 2019 meeting and the ordinance could be adopted at this time.

MOTION by Grabowski, second by Cooper to adopt Ordinance 19-01, Chapter 867 Recreational Marihuana.

City Manager Thad Taylor recommended not passing this ordinance, and suggested extending the sunset date to July 1, 2019.

With a roll call vote this motion failed, 5-2.

AYES: Cooper and Grabowski

NAYS: Beaton, Zielinski, Goodspeed, Szymanski and Pontiac

CONSIDERATION OF A PAYMENT IN LIEU OF TAXES (PILOT) AND AN ESSENTIAL SERVICES AGREEMENT (ESA) FROM HOLLANDER DEVELOPMENT CORPORATION TO SUPPORT THE CONSTRUCTION OF A PROPOSED 50 UNIT HOUSING DEVELOPMENT

The Hollander Development Corporation is requesting Council’s approval of a 4% Payment in Lieu of Taxes (PILOT) and an Essential Services Agreement (ESA) of \$200 per unit that would increase 3% annually.

MOTION by Szymanski, second by Beaton to approve the 4% PILOT and Essential Services Agreement of \$200 per unit that would increase 3% annually and direct the City Attorney to prepare the necessary PILOT ordinance and Essential Services Agreement for Council consideration.

With a roll call vote this motion passed unanimously.

AYES: Cooper, Beaton, Zielinski, Goodspeed, Szymanski, Grabowski and Pontiac

NAYS: None

CONSIDERATION OF APPLICATIONS TO BOARDS AND COMMISSIONS

The City Clerk has taken action to advertise vacancies on Board of Review, PEG Commission, and the Zoning Board of Appeals.

PROCEEDINGS OF THE MANISTEE CITY COUNCIL –JANUARY 15, 2019

Mayoral appointments require a motion, second and Council voted support. Nominations for Council appointments do not require a second. After all nominations are made, Council votes on the nominees until one nominee receives majority support.

The following applications have been received:

*Incumbent

PEG Commission. Four vacancies, one term ending 12/31/19, three terms ending 12/31/21. Applicants must be Manistee County residents. Council appointment.

Mike Tillotson, 86 Hancock Street*

Goodspeed nominated Mike Tillotson, to the PEG Commission with a term ending 12/31/21.

With a roll call vote this nomination passed unanimously.

AYES: Cooper, Beaton, Zielinski, Goodspeed, Szymanski, Grabowski and Pontiac

NAYS: None

A REPORT FROM THE DOWNTOWN DEVELOPMENT AUTHORITY

Tom Kaminski, Barry Lind, Thrasos Eftaxiadis and Karen Goodman reported on the activities of the Downtown Development Authority and responded to questions the Council had regarding their activities.

DISCUSSION OF BUDGET PRIORITIES

City Manager Thad Taylor requested a discussion with Council to get feedback on their budget priorities for the upcoming budget process. Councilmembers provided direction to staff on areas of concern in the budget with consensus that priorities are a balanced budget, no use of fund balance, streets, north side of the river improvements, parks improvements and economic development. Council also requested input from the City Manager and Department Directors regarding budget priorities.

CITIZEN COMMENT

Jean Walker, 471 Fifth Street – spoke against engaging in a deer cull in the City.

OFFICIALS AND STAFF

City Manager Thad Taylor announced that with the approval of the Hollander Development Corporation PILOT agreement there will be a City Council Special Meeting held on Tuesday, January 22, 2019, 7:00 p.m. at City Hall Council Chambers to consider a PILOT ordinance. Taylor also requested that Councilmembers begin thinking of ways to acknowledge 2019 as the 150th year of the City of Manistee.

PROCEEDINGS OF THE MANISTEE CITY COUNCIL –JANUARY 15, 2019

COUNCILMEMBERS

Beaton announced that NU 2 U Resale Shop is collecting nonperishables and gift cards for Coast Guard members and their families during the federal government shut down.

Pontiac commented that Forest Service employees are also not being paid during the government shut down.

Goodspeed stated that he is unable to attend the Special Council Meeting on January 22, 2019.

Grabowski handed out employee birthday cards and years of service recognition cards.

Zielinski thanked everyone for attending and sharing their comments.

CONSIDERATION OF A CLOSED SESSION, UNION CONTRACT NEGOTIATIONS

City Manager Thad Taylor has requested a Closed Session this evening as permitted by the Michigan Open Meetings Act, Section 8 (c) to discuss contract negotiations with the Police Officers Association of Michigan and the Command Officers Association of Michigan.

MOTION by Cooper, second by Goodspeed to proceed to Closed Session under Section 8 (c) of the Michigan Open Meetings Act, time 8:05 p.m.

With a roll call vote this motion passed unanimously.

AYES: Cooper, Beaton, Zielinski, Goodspeed, Szymanski, Grabowski and Pontiac

NAYS: None

MOTION by Goodspeed, second by Cooper to return to Regular Session. Time: 8:19 p.m.

With a roll call vote this motion passed unanimously.

AYES: Cooper, Beaton, Zielinski, Goodspeed, Szymanski, Grabowski and Pontiac

NAYS: None

ADJOURN

MOTION to adjourn was made by Goodspeed. Meeting adjourned at 8:20 p.m.

Lora Laurain
City Deputy Clerk

PROCEEDINGS OF THE MANISTEE CITY COUNCIL –JANUARY 22, 2019

A special meeting of the Manistee City Council was called to order by his honor, Mayor Roger Zielinski on Tuesday, January 22, 2019 at 7:00 p.m. in the City Hall Council Chambers, 70 Maple Street, followed by the Pledge of Allegiance.

PRESENT: Dale Cooper, Lynda Beaton, Roger Zielinski, Michael Szymanski, James Grabowski and Erin Pontiac.

ABSENT: Robert Goodspeed

ALSO PRESENT: City Manager – Thad Taylor, City Attorney – George Saylor and Deputy Clerk – Lora Laurain

CITIZEN COMMENTS ON AGENDA RELATED ITEMS

Mike Herbert, 306 Hancock St / encouraged City Council not to opt out of the recreational marihuana law.

Theodore Doty, 112 Ford St / presented questions regarding the Hollander Development Corp. project. Council and Staff provided clarification as to the process of the proposed development.

CONSIDERATION OF ORDINANCE 19-02, CHAPTER 867 RECREATIONAL MARIHUANA

Initiated Law 1 of 2018 was approved by voters at the November 6, 2018 general election. Unlike the Medical Marihuana Facilities Licensing Act, for a city to prohibit marihuana facilities within its boundaries, it must affirmatively “opt out” of the law. Until Council reviews its options regarding Recreational Marihuana, City Staff is recommending that the City adopt an ordinance opting-out of the provisions of the Michigan Regulation and Taxation of Marihuana Act with the ordinance containing a sunset provision that provides for the ordinance to cease from and after July 1, 2019, unless modified by Council before that date. The City Attorney has prepared Ordinance 19-02, Chapter 867 Recreational Marihuana.

As an ordinance two separate readings are required. If this ordinance is introduced this evening, it could be adopted at the next regular meeting.

MOTION by Grabowski, second by Cooper to introduce Ordinance 19-02, Chapter 867 Recreational Marihuana.

With a roll call vote this motion passed, 4-2.

AYES: Cooper, Beaton, Zielinski, Grabowski

NAYS: Szymanski and Pontiac

PROCEEDINGS OF THE MANISTEE CITY COUNCIL –JANUARY 22, 2019

CONSIDERATION OF PILOT ORDINANCE 19-03 HOLLANDER HILLCREST APARTMENT DEVELOPMENT

At its January 15, 2019 meeting City Council directed the City Attorney to draft a PILOT Ordinance relating to the proposed Hillcrest Apartment Development being proposed by Hollander Development Corporation. The City Attorney has prepared PILOT Ordinance 19-03. The PILOT Ordinance provides for an Annual Service Fee of 4% of the Annual Sheltered Rents. The term of the PILOT Ordinance is thirty (30) years from enactment of the Ordinance.

As an ordinance two separate readings are required. If this ordinance is introduced this evening, it could be adopted at the next regular meeting.

MOTION by Szymanski, second by Cooper to introduce Ordinance 19-03, a PILOT Ordinance for the Hillcrest Apartment Development.

With a roll call vote this motion passed unanimously.

AYES: Cooper, Beaton, Zielinski, Szymanski, Grabowski and Pontiac
NAYS: None

CONSIDERATION OF A MUNICIPAL SERVICES AGREEMENT

At its January 15, 2019 meeting City Council directed the City Attorney to draft a Municipal Services Agreement relating to the Hillcrest Apartment Development being proposed by Hollander Development Corporation. The Municipal Services Agreement would be a supplement to the PILOT Ordinance also proposed. The City Attorney has prepared the Municipal Services Agreement. The Municipal Services Agreement provides for a payment to the City by the developer of \$200 per year, per apartment. The minimum amount paid under the Municipal Services Agreement is \$10,000. The payment increases by 3% each year. The term of the Municipal Services Agreement is 30 years from the adoption of the PILOT Ordinance.

MOTION by Cooper, second by Beaton to approve the Municipal Services Agreement and authorize and direct the Mayor and City Clerk to execute the same.

With a roll call vote this nomination passed unanimously.

AYES: Cooper, Beaton, Zielinski, Szymanski, Grabowski and Pontiac
NAYS: None

CITIZEN COMMENT

Mark Wittlieff, 363 Tenth St., Planning Commission Chairperson / requested a proclamation from City Council honoring Maureen Barry's 14 years of service to the City of Manistee.

Mark Fedder, 251 Tenth St., Manistee County Historical Museum / provided information on upcoming events celebrating the 150th anniversary of the incorporation of the City of Manistee including honoring service clubs, walking tours, trolley tour, MHS play and parks program.

OFFICIALS AND STAFF

City Manager Thad Taylor reported that 10 days ago the DPW issued run water notices to residents on the permanent run water list. Staff is monitoring frost levels.

COUNCILMEMBERS

Beaton wished everyone safe travels in the winter weather conditions.

Zielinski thanked everyone for attending and sharing their comments.

ADJOURN

MOTION to adjourn was made by Szymanski. Meeting adjourned at 7:40 p.m.

Lora Laurain
City Deputy Clerk

DRAFT

FROM 12/01/2018 TO 12/31/2018

FUND: 101 202 203 204 226 245 272 275 430 496 501 592 594 661 703 705

CASH AND INVESTMENT ACCOUNTS

| Fund Account | Description | Beginning Balance 12/01/2018 | Total Debits | Total Credits | Ending Balance 12/31/2018 |
|--------------|-------------------------------------|---------------------------------|-------------------|-------------------|------------------------------|
| Fund 101 | GENERAL FUND | | | | |
| 001.000 | CASH - CHECKING | 670,018.36 | 308,918.07 | 580,002.99 | 398,933.44 |
| 001.001 | CASH - RESTRICTED | 27,102.00 | 0.00 | 0.00 | 27,102.00 |
| 001.002 | CASH - ESCROW | 92,953.11 | 0.00 | 0.00 | 92,953.11 |
| 003.000 | CASH - CERTIFICATES OF DEPOSIT | 200,000.00 | 0.00 | 0.00 | 200,000.00 |
| 004.000 | CASH - PETTY | 838.78 | 36.99 | 36.99 | 838.78 |
| 017.000 | CASH - MI CLASS | 1,678,653.33 | 3,442.63 | 0.00 | 1,682,095.96 |
| | GENERAL FUND | <u>2,669,565.58</u> | <u>312,397.69</u> | <u>580,039.98</u> | <u>2,401,923.29</u> |
| Fund 202 | MAJOR STREET FUND | | | | |
| 001.000 | CASH - CHECKING | 92,759.33 | 57,078.79 | 45,840.50 | 103,997.62 |
| 017.000 | CASH - MI CLASS | 556,594.23 | 1,141.50 | 0.00 | 557,735.73 |
| | MAJOR STREET FUND | <u>649,353.56</u> | <u>58,220.29</u> | <u>45,840.50</u> | <u>661,733.35</u> |
| Fund 203 | LOCAL STREET FUND | | | | |
| 001.000 | CASH - CHECKING | 64,656.92 | 19,822.82 | 11,296.16 | 73,183.58 |
| 017.000 | CASH - MI CLASS | 50,128.18 | 102.79 | 0.00 | 50,230.97 |
| | LOCAL STREET FUND | <u>114,785.10</u> | <u>19,925.61</u> | <u>11,296.16</u> | <u>123,414.55</u> |
| Fund 204 | MUNICIPAL STREET FUND | | | | |
| 001.000 | CASH - CHECKING | 50,371.82 | 0.00 | 0.00 | 50,371.82 |
| Fund 226 | CITY REFUSE FUND | | | | |
| 001.000 | CASH - CHECKING | 43,186.47 | 30,631.81 | 46,436.79 | 27,381.49 |
| 017.000 | CASH - MI CLASS | 100,256.39 | 205.58 | 0.00 | 100,461.97 |
| | CITY REFUSE FUND | <u>143,442.86</u> | <u>30,837.39</u> | <u>46,436.79</u> | <u>127,843.46</u> |
| Fund 245 | OIL & GAS FUND | | | | |
| 001.000 | CASH - CHECKING | 163,628.79 | 0.00 | 0.00 | 163,628.79 |
| 001.020 | CASH - MONEY MARKET | 537,413.18 | 0.00 | 74,125.40 | 463,287.78 |
| | OIL & GAS FUND | <u>701,041.97</u> | <u>0.00</u> | <u>74,125.40</u> | <u>626,916.57</u> |
| Fund 272 | PEG COMMISSION | | | | |
| 001.000 | CASH - CHECKING | 11,376.03 | 0.00 | 0.00 | 11,376.03 |
| Fund 275 | GRANT MANAGEMENT FUND | | | | |
| 001.000 | CASH - CHECKING | 6,480.00 | 100,718.00 | 1,253.52 | 105,944.48 |
| Fund 430 | CAPITAL IMPROVEMENT FUND | | | | |
| 001.000 | CASH - CHECKING | 183,413.72 | 0.00 | 65,000.00 | 118,413.72 |
| Fund 496 | RENAISSANCE PARK | | | | |
| 001.000 | CASH - CHECKING | 57.27 | 0.00 | 0.00 | 57.27 |
| Fund 501 | BOAT LAUNCH FUND | | | | |
| 001.000 | CASH - CHECKING | 27,561.72 | 160.00 | 853.31 | 26,868.41 |
| Fund 592 | WATER & SEWER UTILITY | | | | |
| 001.000 | CASH - CHECKING | 185,935.18 | 589,623.69 | 278,001.48 | 497,557.39 |
| 001.002 | CASH - ESCROW | 51,800.00 | 300.00 | 1,500.00 | 50,600.00 |
| 017.000 | CASH - MI CLASS | 552,324.20 | 1,132.73 | 0.00 | 553,456.93 |
| 017.002 | CLASS 2017 WATER & SEWER REVENUE | 703,902.05 | 1,394.07 | 184,330.20 | 520,965.92 |
| 017.004 | WATER AND SEWER RESTRICTED MI CLASS | 435,577.46 | 893.30 | 0.00 | 436,470.76 |
| | WATER & SEWER UTILITY | <u>1,929,538.89</u> | <u>593,343.79</u> | <u>463,831.68</u> | <u>2,059,051.00</u> |
| Fund 594 | MARINA FUND | | | | |
| 001.000 | CASH - CHECKING | 58,665.99 | 87,450.79 | 90,984.11 | 55,132.67 |
| 001.001 | CASH - RESTRICTED | 0.00 | 86,944.81 | 0.00 | 86,944.81 |
| 001.002 | CASH - ESCROW | 730.00 | 100.00 | 100.00 | 730.00 |
| | MARINA FUND | <u>59,395.99</u> | <u>174,495.60</u> | <u>91,084.11</u> | <u>142,807.48</u> |

CASH SUMMARY BY ACCOUNT FOR MANISTEE CITY

FROM 12/01/2018 TO 12/31/2018

FUND: 101 202 203 204 226 245 272 275 430 496 501 592 594 661 703 705

CASH AND INVESTMENT ACCOUNTS

| Fund Account | Description | Beginning Balance 12/01/2018 | Total Debits | Total Credits | Ending Balance 12/31/2018 |
|--------------|---------------------------|---------------------------------|---------------------|---------------------|------------------------------|
| Fund 661 | MOTOR POOL FUND | | | | |
| 001.000 | CASH - CHECKING | 69,951.22 | 29,988.59 | 35,343.00 | 64,596.81 |
| 017.000 | CASH - MI CLASS | 360,971.48 | 740.27 | 0.00 | 361,711.75 |
| | MOTOR POOL FUND | <u>430,922.70</u> | <u>30,728.86</u> | <u>35,343.00</u> | <u>426,308.56</u> |
| Fund 703 | CURRENT TAX COLLECTION | | | | |
| 001.000 | CASH - CHECKING | 22,751.57 | 1,010,299.70 | 408,701.51 | 624,349.76 |
| Fund 705 | DELINQUENT TAX COLLECTION | | | | |
| 001.000 | CASH - CHECKING | 810.01 | 0.00 | 0.00 | 810.01 |
| | TOTAL - ALL FUNDS | <u>7,000,868.79</u> | <u>2,331,126.93</u> | <u>1,823,805.96</u> | <u>7,508,189.76</u> |



Administrative Services

Clerk | Finance | Treasury | IT | Assessing | Facilities | Ramsdell

Memo to: Thad Taylor, City Manager
From: Ed Bradford, CFO *EB*
Re: December 31, 2018 Second Quarter Financial Update
Date: January 30, 2019

This memo will serve as an update on where we are financially versus budget as of 12/31/2018 and any developments that may impact projected year-end financial performance. It will focus on the primary city activities as captured by the following funds:

| | | |
|--------------|---------------------|--------|
| General | Oil & Gas | Marina |
| Major Street | Capital Improvement | |
| Local Street | Boat Launch | |
| Refuse | Water & Sewer | |

Other City funds financial statements are also included, but with no narrative.

General Fund - 101

General fund revenues are currently at 71.0% of budget. Overall, most items are in line with the budgetary and timing assumptions. Business registrations may come in lower than budgeted because of slower than expected progress in medical marijuana licensing. Fines and forfeits are lagging, but this is being investigated to make sure we are receiving all the funds from the County we are entitled to. Interest income will exceed budget at year end due to rising rates. Insurance settlement is higher due to our HazMat incident; however, this will be offset by increased costs.

General fund expenditures are at 51.0% of budget. This is also generally in line with budget and timing assumptions. There are some expense items that merit discussion. Labor attorney costs are trending higher, primarily due to ongoing union negotiations, and require a budget amendment. Police OT may exceed budget at year end due to department needs. Fire OT will likely be much higher than budgeted due to extended union negotiations requiring a position be held open, and an expected employee medical leave.

Major Street Fund - 202

The Major Street fund is at 33.2% of annual revenues. This seemingly low number is expected due to prior year accruals of Act 51 and moveable bridge revenue. The State has allocated additional funds for streets which will have a positive impact on revenues by year end. Interest income will be higher because of increasing rates. Expenses are at 24.9% of budget due to the timing of projects.

Local Street Fund - 203

The Local Street fund is at 10.1% of budgeted revenue. This seemingly low number is expected due to prior year accruals of Act 51 revenue. Expenses are at 12.5% of budget due to the timing of projects and is in line with expectations.

Refuse Fund - 226

Revenue is at 64.7% of the budgeted total and has no unexpected items. Expenses are at 43.5% of budget. The increase in recycling costs may require a budget amendment by year-end and should reduce the budgeted surplus.

Oil & Gas Fund - 245

Revenues are at -30.7% of budget. The large market sell-off in December resulted in a portfolio decline compared to last quarter. Royalties are trending higher than budgeted and investment interest is stable and in line with expectations. Expenses are at 50.8% of budget. Investment advisor fees are as expected and a partial transfer to the capital improvement fund has been made.

Capital Improvement Fund - 430

Revenues are at 50.8% for the year. The annual transfer in from the Oil & Gas fund has been partially made. Expenses are at 43.6% of budget. Expenses so far almost entirely relate to previously committed Ramsdell HVAC debt, accounting software and Marina support.

Boat Launch - 501

Boat Launch revenue is at 56.5% of budget. Launch revenue is down about 10% from last year at this time. Expenses are at 43.6% of budget. The auto-attendant machine functioned well this season and still has useable life.

Water and Sewer - 592

Water & sewer revenues are at 29.7% of budget. We have broken out sprinkling meter revenue from water to aid in forecasting and interest income is considerably ahead of budget due to an improving investment environment. Sewer revenue is lagging projections and is being analyzed. Oaks Prison volumes are stable but are still below the contractual minimum.

Operating expenses are overall also generally in line with expectations. Admin is at 47.8% of budget. Water operations is at 32.2% of budget. WWTP is at 59.0% of budget, mainly because of the digester lid painting timing. Sewer collection is at 32.8% of budget. Expenses are being aggressively managed to help address cash flow needs in upcoming periods.

Marina - 594

The Marina is at 82.0% of budgeted revenues. The seiche event closed docks and negatively impacted marina sales, but this should be mitigated by our business interruption insurance payout. The full \$65,000 transfer in from the capital improvement fund for debt service support has been made. Expenses are at 23.2% of budget with no major surprises, although water usage is up slightly. Seiche damage bids were just received and will be on an upcoming Council agenda.

PERIOD ENDING 12/31/2018

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

| GL NUMBER | DESCRIPTION | 2018-19 | YTD BALANCE | ACTIVITY FOR | AVAILABLE | % BDGT USED |
|-------------------------|--------------------------------------|----------------|-----------------------------------|---|--------------------------------|-------------|
| | | AMENDED BUDGET | 12/31/2018 (NORMAL (ABNORMAL)) | MONTH 12/31/2018 (INCREASE (DECREASE)) | BALANCE (NORMAL (ABNORMAL)) | |
| Fund 101 - GENERAL FUND | | | | | | |
| Revenues | | | | | | |
| Dept 000 | | | | | | |
| 101-000-402.000 | TAXES - REAL/PERSONAL PROPERT | 2,976,032.00 | 3,017,399.68 | 13,084.86 | (41,367.68) | 101.39 |
| 101-000-411.000 | TAXES - DELINQ REAL PROPERTY | 178,302.00 | 0.00 | 0.00 | 178,302.00 | 0.00 |
| 101-000-412.000 | TAXES - DELINQ PERSONAL PROP | 3,375.00 | 0.00 | 0.00 | 3,375.00 | 0.00 |
| 101-000-432.000 | TAXES - PAYMENT IN LIEU OF | 176,517.00 | 123,128.40 | 0.00 | 53,388.60 | 69.75 |
| 101-000-445.000 | TAXES - PENALTIES & INTEREST | 17,365.00 | 5,469.86 | 1,046.00 | 11,895.14 | 31.50 |
| 101-000-447.000 | TAXES - ADMINISTRATION FEE | 86,749.00 | 4,964.11 | 3,879.05 | 81,784.89 | 5.72 |
| 101-000-476.000 | PERMIT - BUSINESS REGISTRATIO | 27,000.00 | 5,675.00 | 75.00 | 21,325.00 | 21.02 |
| 101-000-477.000 | PERMIT - FRANCHISE FEES | 122,000.00 | 0.00 | 0.00 | 122,000.00 | 0.00 |
| 101-000-490.000 | PERMIT - NON-BUSINESS | 8,500.00 | 2,105.00 | 50.00 | 6,395.00 | 24.76 |
| 101-000-505.000 | FEDERAL GRANT - PUBLIC SAFETY | 0.00 | 0.00 | (63,193.00) | 0.00 | 0.00 |
| 101-000-543.000 | STATE GRANT - PUBLIC SAFETY (SSCENT) | 8,600.00 | 1,758.61 | 0.00 | 6,841.39 | 20.45 |
| 101-000-543.001 | STATE GRANT - UNDERAGE DRINKING | 3,000.00 | 1,234.00 | 1,234.00 | 1,766.00 | 41.13 |
| 101-000-543.002 | STATE GRANT - CRIMINAL JUSTIC | 2,500.00 | 1,115.28 | 0.00 | 1,384.72 | 44.61 |
| 101-000-573.000 | STATE GRANT - LOCAL COMM STAB | 175,000.00 | 113,201.97 | 0.00 | 61,798.03 | 64.69 |
| 101-000-574.000 | STATE GRANT - REVENUE SHARING | 525,969.00 | 191,627.00 | 94,698.00 | 334,342.00 | 36.43 |
| 101-000-574.001 | STATE GRANT - CVTRS | 165,337.00 | 55,105.00 | 28,394.00 | 110,232.00 | 33.33 |
| 101-000-576.000 | ELECTIONS | 2,000.00 | 0.00 | 0.00 | 2,000.00 | 0.00 |
| 101-000-577.000 | STATE GRANT - LIQUOR LICENSE | 8,500.00 | 7,651.60 | 0.00 | 848.40 | 90.02 |
| 101-000-626.000 | CHARGE FOR SERVICE | 60,000.00 | 3,191.85 | (96.38) | 56,808.15 | 5.32 |
| 101-000-628.000 | CHARGE FOR SERVICE - BOAT LAU | 2,600.00 | 2,600.00 | 0.00 | 0.00 | 100.00 |
| 101-000-630.000 | CHARGE FOR SERVICE - LOCAL ST | 135,000.00 | 67,499.99 | 11,250.00 | 67,500.01 | 50.00 |
| 101-000-631.000 | CHARGE FOR SERVICE - MAJOR ST | 326,000.00 | 162,999.96 | 27,166.66 | 163,000.04 | 50.00 |
| 101-000-632.000 | CHARGE FOR SERVICE - MARINA | 11,853.00 | 5,926.50 | 0.00 | 5,926.50 | 50.00 |
| 101-000-634.000 | CHARGE FOR SERVICE - REFUSE | 141,192.00 | 55,029.49 | 0.00 | 86,162.51 | 38.97 |
| 101-000-635.000 | CHARGE FOR SERVICE - W&S | 371,843.00 | 185,561.18 | 30,986.92 | 186,281.82 | 49.90 |
| 101-000-636.000 | CHARGE FOR SERVICE - TRANSPOR | 300,000.00 | 135,360.65 | 21,269.07 | 164,639.35 | 45.12 |
| 101-000-637.000 | UTILITY OWNERSHIP FEE | 194,122.00 | 97,530.82 | 16,176.83 | 96,591.18 | 50.24 |
| 101-000-642.000 | SALES | 8,000.00 | 8,860.07 | 1.10 | (860.07) | 110.75 |
| 101-000-655.000 | FINES & FORFEITS | 25,000.00 | 8,036.07 | 120.00 | 16,963.93 | 32.14 |
| 101-000-665.000 | INVESTMENT - INTEREST | 20,000.00 | 13,283.92 | 3,442.63 | 6,716.08 | 66.42 |
| 101-000-667.000 | RENTAL INCOME | 6,850.00 | 650.00 | 0.00 | 6,200.00 | 9.49 |
| 101-000-667.030 | RIVERFRONT LEASE INCOME | 24,203.00 | 0.00 | 0.00 | 24,203.00 | 0.00 |
| 101-000-672.000 | OTHER REVENUE | 500.00 | 2,539.90 | 0.01 | (2,039.90) | 507.98 |
| 101-000-674.000 | CONTRIBUTIONS / DONATIONS | 2,000.00 | 50.00 | 0.00 | 1,950.00 | 2.50 |
| 101-000-676.000 | REIMBURSEMENT | 145,500.00 | 143,045.63 | 2,000.00 | 2,454.37 | 98.31 |
| 101-000-687.000 | REFUNDS | 17,000.00 | 14,923.00 | 0.00 | 2,077.00 | 87.78 |
| 101-000-688.000 | REFUNDS - WORK/COMP PREMIUM | 0.00 | 2,593.00 | 0.00 | (2,593.00) | 100.00 |
| 101-000-698.000 | INSURANCE SETTLEMENT | 1,000.00 | 21,167.01 | 17,366.20 | (20,167.01) | 2,116.70 |
| Total Dept 000 | | 6,279,409.00 | 4,461,284.55 | 208,950.95 | 1,818,124.45 | 71.05 |
| TOTAL REVENUES | | 6,279,409.00 | 4,461,284.55 | 208,950.95 | 1,818,124.45 | 71.05 |
| Expenditures | | | | | | |
| Dept 101 - LEGISLATIVE | | | | | | |
| 101-101-702.000 | WAGES - FULL TIME | 27,052.00 | 13,526.11 | 2,254.36 | 13,525.89 | 50.00 |
| 101-101-709.000 | COSTS - SOCIAL SECURITY | 1,677.00 | 838.65 | 139.80 | 838.35 | 50.01 |
| 101-101-711.000 | COSTS - MEDICARE | 392.00 | 196.13 | 32.71 | 195.87 | 50.03 |
| 101-101-726.000 | COSTS - WORKERS COMPENSATION | 87.00 | 29.76 | 4.96 | 57.24 | 34.21 |
| 101-101-752.000 | SUPPLIES - OPERATING | 2,250.00 | 429.18 | 158.58 | 1,820.82 | 19.07 |
| 101-101-913.000 | TRAVEL & TRAINING | 3,400.00 | 2,472.44 | 176.36 | 927.56 | 72.72 |

User: ebradford

DB: Manistee

PERIOD ENDING 12/31/2018

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

| GL NUMBER | DESCRIPTION | 2018-19 | YTD BALANCE | ACTIVITY FOR | AVAILABLE | % BDGT USED |
|------------------------------|-------------------------------|----------------|-----------------------------------|---|--------------------------------|-------------|
| | | AMENDED BUDGET | 12/31/2018 (NORMAL (ABNORMAL)) | MONTH 12/31/2018 (INCREASE (DECREASE)) | BALANCE (NORMAL (ABNORMAL)) | |
| Fund 101 - GENERAL FUND | | | | | | |
| Expenditures | | | | | | |
| 101-101-915.000 | MEMBERSHIPS & DUES | 5,350.00 | 5,317.00 | 0.00 | 33.00 | 99.38 |
| Total Dept 101 - LEGISLATIVE | | 40,208.00 | 22,809.27 | 2,766.77 | 17,398.73 | 56.73 |
| Dept 172 - MANAGER | | | | | | |
| 101-172-702.000 | WAGES - FULL TIME | 159,049.00 | 70,803.15 | 11,942.75 | 88,245.85 | 44.52 |
| 101-172-708.000 | COSTS - SUTA | 618.00 | 0.00 | 0.00 | 618.00 | 0.00 |
| 101-172-709.000 | COSTS - SOCIAL SECURITY | 10,433.00 | 4,919.50 | 764.66 | 5,513.50 | 47.15 |
| 101-172-711.000 | COSTS - MEDICARE | 2,439.00 | 1,150.53 | 178.84 | 1,288.47 | 47.17 |
| 101-172-712.000 | COSTS - IN LIEU OF BC/BS | 3,912.00 | 2,016.24 | 336.04 | 1,895.76 | 51.54 |
| 101-172-717.000 | COSTS - MERS CONTRIBUTION | 22,060.00 | 10,971.42 | 1,678.56 | 11,088.58 | 49.73 |
| 101-172-718.000 | COSTS - HEALTH INSURANCE | 10,358.00 | 5,067.26 | 878.50 | 5,290.74 | 48.92 |
| 101-172-718.001 | COSTS - HSA CONTRIBUTION | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 100.00 |
| 101-172-718.002 | COSTS - DENTAL INSURANCE | 1,292.00 | 647.76 | 107.66 | 644.24 | 50.14 |
| 101-172-718.003 | COSTS - VISION / ANCILLIARY | 233.00 | 116.28 | 19.38 | 116.72 | 49.91 |
| 101-172-724.000 | COSTS - VEHICLE ALLOWANCE | 4,800.00 | 2,400.00 | 400.00 | 2,400.00 | 50.00 |
| 101-172-725.000 | COSTS - LIFE INSURANCE | 449.00 | 259.20 | 43.20 | 189.80 | 57.73 |
| 101-172-726.000 | COSTS - WORKERS COMPENSATION | 716.00 | 319.20 | 49.45 | 396.80 | 44.58 |
| 101-172-752.000 | SUPPLIES - OPERATING | 2,000.00 | 772.89 | 197.75 | 1,227.11 | 38.64 |
| 101-172-791.000 | SUBSCRIPTIONS & PUBLICATIONS | 175.00 | 0.00 | 0.00 | 175.00 | 0.00 |
| 101-172-801.000 | PROFESSIONAL & CONSULTING SER | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| 101-172-913.000 | TRAVEL & TRAINING | 2,250.00 | 1,363.01 | 0.00 | 886.99 | 60.58 |
| 101-172-915.000 | MEMBERSHIPS & DUES | 420.00 | 295.00 | 135.00 | 125.00 | 70.24 |
| 101-172-933.000 | SOFTWARE AGREE / COPIER MAINT | 1,300.00 | 364.34 | 122.17 | 935.66 | 28.03 |
| 101-172-983.000 | LEASE PURCHASE | 2,000.00 | 991.56 | 165.26 | 1,008.44 | 49.58 |
| Total Dept 172 - MANAGER | | 228,004.00 | 105,457.34 | 17,019.22 | 122,546.66 | 46.25 |
| Dept 215 - CLERK | | | | | | |
| 101-215-702.000 | WAGES - FULL TIME | 104,359.00 | 48,165.69 | 8,027.62 | 56,193.31 | 46.15 |
| 101-215-708.000 | COSTS - SUTA | 618.00 | 0.00 | 0.00 | 618.00 | 0.00 |
| 101-215-709.000 | COSTS - SOCIAL SECURITY | 6,799.00 | 3,344.90 | 536.15 | 3,454.10 | 49.20 |
| 101-215-711.000 | COSTS - MEDICARE | 1,589.00 | 782.27 | 125.38 | 806.73 | 49.23 |
| 101-215-712.000 | COSTS - IN LIEU OF BC/BS | 8,000.00 | 3,200.00 | 800.00 | 4,800.00 | 40.00 |
| 101-215-717.000 | COSTS - MERS CONTRIBUTION | 14,474.00 | 8,339.85 | 1,678.32 | 6,134.15 | 57.62 |
| 101-215-718.000 | COSTS - HEALTH INSURANCE | 1,150.00 | 1,106.87 | 0.00 | 43.13 | 96.25 |
| 101-215-718.002 | COSTS - DENTAL INSURANCE | 100.00 | 67.28 | 0.00 | 32.72 | 67.28 |
| 101-215-718.003 | COSTS - VISION / ANCILLIARY | 20.00 | 17.38 | 0.00 | 2.62 | 86.90 |
| 101-215-723.000 | COSTS - RETIREE HEALTH CARE | 3,000.00 | 1,500.00 | 250.00 | 1,500.00 | 50.00 |
| 101-215-725.000 | COSTS - LIFE INSURANCE | 294.00 | 170.52 | 28.42 | 123.48 | 58.00 |
| 101-215-726.000 | COSTS - WORKERS COMPENSATION | 470.00 | 215.21 | 33.22 | 254.79 | 45.79 |
| 101-215-752.000 | SUPPLIES - OPERATING | 3,000.00 | 1,440.14 | 100.44 | 1,559.86 | 48.00 |
| 101-215-791.000 | SUBSCRIPTIONS & PUBLICATIONS | 170.00 | 0.00 | 0.00 | 170.00 | 0.00 |
| 101-215-900.000 | PRINTING & PUBLISHING | 5,000.00 | 991.89 | 0.00 | 4,008.11 | 19.84 |
| 101-215-913.000 | TRAVEL & TRAINING | 4,525.00 | 1,270.45 | 600.00 | 3,254.55 | 28.08 |
| 101-215-915.000 | MEMBERSHIPS & DUES | 580.00 | 370.00 | 0.00 | 210.00 | 63.79 |
| 101-215-931.000 | REPAIRS/MAINT - EQUIPMENT | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| 101-215-933.000 | SOFTWARE AGREE / COPIER MAINT | 9,420.00 | 7,851.76 | 199.97 | 1,568.24 | 83.35 |
| 101-215-983.000 | LEASE PURCHASE | 3,000.00 | 1,491.12 | 745.56 | 1,508.88 | 49.70 |
| 101-215-985.000 | CAPITAL OUTLAY | 150.00 | 144.98 | 144.98 | 5.02 | 96.65 |

PERIOD ENDING 12/31/2018

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

| GL NUMBER | DESCRIPTION | YTD BALANCE | | ACTIVITY FOR | | AVAILABLE | | % BGDG USED |
|--------------------------------------|-------------------------------|---------------------------|---------------------------------|---|---------------------|------------------------------|--|----------------|
| | | 2018-19 AMENDED BUDGET | 12/31/2018 NORMAL (ABNORMAL) | MONTH 12/31/2018 INCREASE (DECREASE) | DECREASE (INCREASE) | NORMAL (ABNORMAL) BALANCE | | |
| Fund 101 - GENERAL FUND | | | | | | | | |
| Expenditures | | | | | | | | |
| Total Dept 215 - CLERK | | 167,218.00 | 80,470.31 | 13,270.06 | | 86,747.69 | | 48.12 |
| Dept 247 - BOARD OF REVIEW | | | | | | | | |
| 101-247-704.000 | WAGES - PART-TIME | 750.00 | 320.00 | 160.00 | | 430.00 | | 42.67 |
| 101-247-709.000 | COSTS - SOCIAL SECURITY | 75.00 | 19.84 | 9.92 | | 55.16 | | 26.45 |
| 101-247-711.000 | COSTS - MEDICARE | 20.00 | 4.63 | 2.31 | | 15.37 | | 23.15 |
| 101-247-726.000 | COSTS - WORKERS COMPENSATION | 5.00 | 1.34 | 0.67 | | 3.66 | | 26.80 |
| 101-247-900.000 | PRINTING & PUBLISHING | 500.00 | 30.63 | 0.00 | | 469.37 | | 6.13 |
| 101-247-913.000 | TRAVEL & TRAINING | 500.00 | 0.00 | 0.00 | | 500.00 | | 0.00 |
| Total Dept 247 - BOARD OF REVIEW | | 1,850.00 | 376.44 | 172.90 | | 1,473.56 | | 20.35 |
| Dept 253 - FINANCE / TREASURER | | | | | | | | |
| 101-253-702.000 | WAGES - FULL TIME | 202,327.00 | 93,381.72 | 15,563.63 | | 108,945.28 | | 46.15 |
| 101-253-708.000 | COSTS - SUTA | 927.00 | 0.00 | 0.00 | | 927.00 | | 0.00 |
| 101-253-709.000 | COSTS - SOCIAL SECURITY | 12,941.00 | 6,135.94 | 947.07 | | 6,805.06 | | 47.41 |
| 101-253-711.000 | COSTS - MEDICARE | 3,026.00 | 1,435.03 | 221.49 | | 1,590.97 | | 47.42 |
| 101-253-712.000 | COSTS - IN LIEU OF BC/BS | 4,800.00 | 2,400.00 | 400.00 | | 2,400.00 | | 50.00 |
| 101-253-713.000 | WAGES - OVERTIME | 100.00 | 0.00 | 0.00 | | 100.00 | | 0.00 |
| 101-253-717.000 | COSTS - MERS CONTRIBUTION | 28,077.00 | 14,697.57 | 2,517.48 | | 13,379.43 | | 52.35 |
| 101-253-718.000 | COSTS - HEALTH INSURANCE | 26,093.00 | 12,773.10 | 2,213.74 | | 13,319.90 | | 48.95 |
| 101-253-718.001 | COSTS - HSA CONTRIBUTION | 6,000.00 | 6,000.00 | 0.00 | | 0.00 | | 100.00 |
| 101-253-718.002 | COSTS - DENTAL INSURANCE | 1,615.00 | 809.52 | 134.56 | | 805.48 | | 50.13 |
| 101-253-718.003 | COSTS - VISION / ANCILLIARY | 418.00 | 208.56 | 34.76 | | 209.44 | | 49.89 |
| 101-253-723.000 | COSTS - RETIREE HEALTH CARE | 0.00 | 1,324.09 | 662.37 | | (1,324.09) | | 100.00 |
| 101-253-725.000 | COSTS - LIFE INSURANCE | 474.00 | 274.44 | 45.74 | | 199.56 | | 57.90 |
| 101-253-726.000 | COSTS - WORKERS COMPENSATION | 912.00 | 417.30 | 64.43 | | 494.70 | | 45.76 |
| 101-253-752.000 | SUPPLIES - OPERATING | 4,480.00 | 1,854.37 | 235.47 | | 2,625.63 | | 41.39 |
| 101-253-791.000 | SUBSCRIPTIONS & PUBLICATIONS | 870.00 | 0.00 | 0.00 | | 870.00 | | 0.00 |
| 101-253-801.000 | PROFESSIONAL & CONSULTING SER | 28,750.00 | 13,085.52 | 0.00 | | 15,664.48 | | 45.51 |
| 101-253-900.000 | PRINTING & PUBLISHING | 1,000.00 | 240.16 | 0.00 | | 759.84 | | 24.02 |
| 101-253-913.000 | TRAVEL & TRAINING | 6,000.00 | 5,692.23 | 344.97 | | 307.77 | | 94.87 |
| 101-253-915.000 | MEMBERSHIPS & DUES | 940.00 | 565.00 | 0.00 | | 375.00 | | 60.11 |
| 101-253-931.000 | REPAIRS/MAINT - EQUIPMENT | 500.00 | 0.00 | 0.00 | | 500.00 | | 0.00 |
| 101-253-933.000 | SOFTWARE AGREE / COPIER MAINT | 10,670.00 | 8,583.17 | 52.99 | | 2,086.83 | | 80.44 |
| 101-253-985.000 | CAPITAL OUTLAY | 1,000.00 | 528.08 | 0.00 | | 471.92 | | 52.81 |
| Total Dept 253 - FINANCE / TREASURER | | 341,920.00 | 170,405.80 | 23,438.70 | | 171,514.20 | | 49.84 |
| Dept 257 - ASSESSOR | | | | | | | | |
| 101-257-723.000 | COSTS - RETIREE HEALTH CARE | 3,000.00 | 1,684.11 | 250.00 | | 1,315.89 | | 56.14 |
| 101-257-752.000 | SUPPLIES - OPERATING | 400.00 | 0.00 | 0.00 | | 400.00 | | 0.00 |
| 101-257-801.000 | PROFESSIONAL & CONSULTING SER | 81,348.00 | 39,174.00 | 6,529.00 | | 42,174.00 | | 48.16 |
| 101-257-933.000 | SOFTWARE AGREE / COPIER MAINT | 2,650.00 | 1,851.75 | 0.00 | | 798.25 | | 69.88 |
| 101-257-985.000 | CAPITAL OUTLAY | 1,000.00 | 0.00 | 0.00 | | 1,000.00 | | 0.00 |
| Total Dept 257 - ASSESSOR | | 88,398.00 | 42,709.86 | 6,779.00 | | 45,688.14 | | 48.32 |
| Dept 262 - ELECTIONS | | | | | | | | |
| 101-262-704.000 | WAGES - PART-TIME | 8,650.00 | 6,254.00 | 0.00 | | 2,396.00 | | 72.30 |

User: ebradford

PERIOD ENDING 12/31/2018

DB: Manistee

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

| GL NUMBER | DESCRIPTION | 2018-19 | YTD BALANCE | ACTIVITY FOR | AVAILABLE | % BDGT USED |
|---|--------------------------------|-------------------|-----------------------------------|---|--------------------------------|--------------|
| | | AMENDED BUDGET | 12/31/2018 (NORMAL (ABNORMAL)) | MONTH 12/31/2018 (INCREASE (DECREASE)) | BALANCE (NORMAL (ABNORMAL)) | |
| Fund 101 - GENERAL FUND | | | | | | |
| Expenditures | | | | | | |
| 101-262-709.000 | COSTS - SOCIAL SECURITY | 536.00 | 0.00 | 0.00 | 536.00 | 0.00 |
| 101-262-711.000 | COSTS - MEDICARE | 125.00 | 0.00 | 0.00 | 125.00 | 0.00 |
| 101-262-726.000 | COSTS - WORKERS COMPENSATION | 39.00 | 25.92 | 0.00 | 13.08 | 66.46 |
| 101-262-752.000 | SUPPLIES - OPERATING | 3,750.00 | 3,605.23 | 180.45 | 144.77 | 96.14 |
| 101-262-801.000 | PROFESSIONAL & CONSULTING SER | 2,100.00 | 0.00 | 0.00 | 2,100.00 | 0.00 |
| 101-262-900.000 | PRINTING & PUBLISHING | 1,200.00 | 0.00 | 0.00 | 1,200.00 | 0.00 |
| Total Dept 262 - ELECTIONS | | 16,400.00 | 9,885.15 | 180.45 | 6,514.85 | 60.28 |
| Dept 265 - CITY HALL BUILDINGS & GROUNDS | | | | | | |
| 101-265-702.000 | WAGES - FULL TIME | 51,306.00 | 24,979.68 | 4,196.61 | 26,326.32 | 48.69 |
| 101-265-708.000 | COSTS - SUTA | 309.00 | 0.00 | 0.00 | 309.00 | 0.00 |
| 101-265-709.000 | COSTS - SOCIAL SECURITY | 3,379.00 | 1,546.75 | 237.65 | 1,832.25 | 45.78 |
| 101-265-711.000 | COSTS - MEDICARE | 790.00 | 361.74 | 55.57 | 428.26 | 45.79 |
| 101-265-713.000 | WAGES - OVERTIME | 500.00 | 148.00 | 0.00 | 352.00 | 29.60 |
| 101-265-717.000 | COSTS - MERS CONTRIBUTION | 7,144.00 | 4,267.36 | 839.16 | 2,876.64 | 59.73 |
| 101-265-718.000 | COSTS - HEALTH INSURANCE | 10,358.00 | 5,067.26 | 878.50 | 5,290.74 | 48.92 |
| 101-265-718.001 | COSTS - HSA CONTRIBUTION | 3,000.00 | 3,000.00 | 0.00 | 0.00 | 100.00 |
| 101-265-718.002 | COSTS - DENTAL INSURANCE | 646.00 | 323.88 | 53.83 | 322.12 | 50.14 |
| 101-265-718.003 | COSTS - VISION / ANCILLIARY | 116.00 | 58.14 | 9.69 | 57.86 | 50.12 |
| 101-265-724.000 | COSTS - VEHICLE ALLOWANCE | 3,000.00 | 0.00 | 0.00 | 3,000.00 | 0.00 |
| 101-265-725.000 | COSTS - LIFE INSURANCE | 72.00 | 41.58 | 6.93 | 30.42 | 57.75 |
| 101-265-726.000 | COSTS - WORKERS COMPENSATION | 2,246.00 | 992.26 | 158.32 | 1,253.74 | 44.18 |
| 101-265-752.000 | SUPPLIES - OPERATING | 6,500.00 | 4,357.01 | 1,426.46 | 2,142.99 | 67.03 |
| 101-265-801.000 | PROFESSIONAL & CONSULTING SER | 2,500.00 | 190.00 | 0.00 | 2,310.00 | 7.60 |
| 101-265-850.000 | COMMUNICATIONS - PHONE | 6,000.00 | 3,685.28 | 532.90 | 2,314.72 | 61.42 |
| 101-265-913.000 | TRAVEL & TRAINING | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| 101-265-915.000 | MEMBERSHIPS & DUES | 200.00 | 150.00 | 0.00 | 50.00 | 75.00 |
| 101-265-918.000 | UTILITIES - WATER | 2,400.00 | 1,629.75 | 391.26 | 770.25 | 67.91 |
| 101-265-920.000 | UTILITIES - ELECTRIC | 22,500.00 | 10,790.79 | 1,855.72 | 11,709.21 | 47.96 |
| 101-265-921.000 | UTILITIES - NATURAL GAS | 5,000.00 | 837.30 | 423.57 | 4,162.70 | 16.75 |
| 101-265-930.000 | REPAIRS/MAINT - BUILDINGS/LAN | 20,000.00 | 8,473.02 | 300.55 | 11,526.98 | 42.37 |
| 101-265-931.000 | REPAIRS/MAINT - EQUIPMENT | 1,000.00 | 778.00 | 0.00 | 222.00 | 77.80 |
| 101-265-933.000 | SOFTWARE AGREE / COPIER MAINT | 50.00 | 0.00 | 0.00 | 50.00 | 0.00 |
| 101-265-985.000 | CAPITAL OUTLAY | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 0.00 |
| Total Dept 265 - CITY HALL BUILDINGS & GROUNDS | | 150,516.00 | 71,677.80 | 11,366.72 | 78,838.20 | 47.62 |
| Dept 275 - GENERAL | | | | | | |
| 101-275-752.000 | SUPPLIES - OPERATING | 1,000.00 | 800.00 | 0.00 | 200.00 | 80.00 |
| 101-275-801.000 | PROFESSIONAL & CONSULTING SER | 31,550.00 | 24,734.81 | 7,750.00 | 6,815.19 | 78.40 |
| 101-275-802.000 | ATTORNEY | 55,000.00 | 27,056.72 | 8,932.49 | 27,943.28 | 49.19 |
| 101-275-804.000 | ATTORNEY - LABOR | 30,000.00 | 24,118.07 | 12,870.00 | 5,881.93 | 80.39 |
| 101-275-805.000 | ATTORNEY - TAX APPEALS | 3,000.00 | 0.00 | 0.00 | 3,000.00 | 0.00 |
| 101-275-806.000 | ATTORNEY - PROSECUTING ATTY | 12,000.00 | 8,449.50 | 1,666.25 | 3,550.50 | 70.41 |
| 101-275-807.000 | ATTORNEY - LITIGATION\PROJECTS | 10,000.00 | 0.00 | 0.00 | 10,000.00 | 0.00 |
| 101-275-851.000 | POSTAGE | 28,000.00 | 14,308.06 | 3,178.90 | 13,691.94 | 51.10 |
| 101-275-852.000 | COMMUNICATIONS - DATA\INTERNE | 5,000.00 | 4,194.00 | 0.00 | 806.00 | 83.88 |
| 101-275-853.000 | COMMUNICATIONS - CELL PHONES | 12,000.00 | 4,743.20 | (442.78) | 7,256.80 | 39.53 |
| 101-275-920.001 | UTILITIES - ELECTRIC STR LIGH | 109,000.00 | 50,671.53 | 10,509.11 | 58,328.47 | 46.49 |
| 101-275-933.000 | SOFTWARE AGREE / COPIER MAINT | 200.00 | 0.00 | 0.00 | 200.00 | 0.00 |

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DB: Manistee

PERIOD ENDING 12/31/2018

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

| GL NUMBER | DESCRIPTION | 2018-19 | | YTD BALANCE | ACTIVITY FOR | AVAILABLE | | % BGDG USED |
|--------------------------|------------------------------------|----------------|--------|--------------------------|---|-----------|-----------------------|----------------|
| | | AMENDED BUDGET | NORMAL | 12/31/2018 (ABNORMAL) | MONTH 12/31/2018 INCREASE (DECREASE) | NORMAL | BALANCE (ABNORMAL) | |
| Fund 101 - GENERAL FUND | | | | | | | | |
| Expenditures | | | | | | | | |
| 101-275-935.000 | INSURANCE | 92,000.00 | | 83,681.80 | 229.14 | | 8,318.20 | 90.96 |
| 101-275-940.000 | RENT | 1,700.00 | | 1,650.49 | 653.70 | | 49.51 | 97.09 |
| 101-275-946.000 | ENGINEERING SERVICES | 12,000.00 | | 5,200.00 | 0.00 | | 6,800.00 | 43.33 |
| 101-275-955.000 | MISCELLANEOUS EXPENSE | 0.00 | | 123.61 | 0.00 | | (123.61) | 100.00 |
| 101-275-959.000 | BAD DEBT | 500.00 | | 0.00 | 0.00 | | 500.00 | 0.00 |
| 101-275-960.000 | BANK CHARGES | 6,800.00 | | 3,112.21 | 393.92 | | 3,687.79 | 45.77 |
| 101-275-964.000 | REFUNDS | 500.00 | | 0.00 | 0.00 | | 500.00 | 0.00 |
| 101-275-984.000 | COMPUTER HARDWARE & SOFTWARE | 27,677.00 | | 23,155.33 | 68.98 | | 4,521.67 | 83.66 |
| 101-275-995.000 | TRANSFERS OUT | 75,616.00 | | 195.95 | 0.00 | | 75,420.05 | 0.26 |
| Total Dept 275 - GENERAL | | 513,543.00 | | 276,195.28 | 45,809.71 | | 237,347.72 | 53.78 |
| Dept 301 - POLICE | | | | | | | | |
| 101-301-702.000 | WAGES - FULL TIME | 674,421.00 | | 290,060.97 | 47,024.89 | | 384,360.03 | 43.01 |
| 101-301-704.000 | WAGES - PART-TIME | 17,225.00 | | 7,950.00 | 1,325.00 | | 9,275.00 | 46.15 |
| 101-301-708.000 | COSTS - SUTA | 4,167.00 | | 36.37 | 0.00 | | 4,130.63 | 0.87 |
| 101-301-709.000 | COSTS - SOCIAL SECURITY | 1,068.00 | | 532.89 | 82.15 | | 535.11 | 49.90 |
| 101-301-711.000 | COSTS - MEDICARE | 11,245.00 | | 5,314.65 | 923.69 | | 5,930.35 | 47.26 |
| 101-301-712.000 | COSTS - IN LIEU OF BC/BS | 16,356.00 | | 8,270.32 | 1,369.04 | | 8,085.68 | 50.56 |
| 101-301-713.000 | WAGES - OVERTIME | 36,000.00 | | 25,440.60 | 5,091.40 | | 10,559.40 | 70.67 |
| 101-301-713.002 | WAGES - OT UNDERAGE DRINKING GRANT | 3,000.00 | | 970.22 | 0.00 | | 2,029.78 | 32.34 |
| 101-301-715.000 | WAGES - PHYSICAL FITNESS | 6,500.00 | | 0.00 | 0.00 | | 6,500.00 | 0.00 |
| 101-301-717.000 | COSTS - MERS CONTRIBUTION | 147,445.00 | | 77,193.79 | 12,669.71 | | 70,251.21 | 52.35 |
| 101-301-718.000 | COSTS - HEALTH INSURANCE | 97,162.00 | | 43,124.78 | 7,135.43 | | 54,037.22 | 44.38 |
| 101-301-718.001 | COSTS - HSA CONTRIBUTION | 24,000.00 | | 24,000.00 | 0.00 | | 0.00 | 100.00 |
| 101-301-718.002 | COSTS - DENTAL INSURANCE | 6,351.00 | | 2,989.32 | 468.71 | | 3,361.68 | 47.07 |
| 101-301-718.003 | COSTS - VISION / ANCILLIARY | 1,636.00 | | 751.34 | 117.98 | | 884.66 | 45.93 |
| 101-301-721.000 | COSTS - UNIFORM/CLEANING ALLO | 9,000.00 | | 3,449.03 | 1,335.07 | | 5,550.97 | 38.32 |
| 101-301-723.000 | COSTS - RETIREE HEALTH CARE | 6,000.00 | | 3,000.00 | 500.00 | | 3,000.00 | 50.00 |
| 101-301-725.000 | COSTS - LIFE INSURANCE | 1,878.00 | | 1,044.38 | 167.02 | | 833.62 | 55.61 |
| 101-301-726.000 | COSTS - WORKERS COMPENSATION | 20,334.00 | | 9,381.29 | 1,626.70 | | 10,952.71 | 46.14 |
| 101-301-727.000 | WAGES - HOL/VAC/SICK SELBACK | 25,000.00 | | 20,877.33 | 11,345.54 | | 4,122.67 | 83.51 |
| 101-301-752.000 | SUPPLIES - OPERATING | 9,940.00 | | 4,462.75 | 1,267.44 | | 5,477.25 | 44.90 |
| 101-301-770.000 | VEHICLE GAS / DIESEL | 16,800.00 | | 8,722.50 | 1,217.42 | | 8,077.50 | 51.92 |
| 101-301-791.000 | SUBSCRIPTIONS & PUBLICATIONS | 100.00 | | 0.00 | 0.00 | | 100.00 | 0.00 |
| 101-301-801.000 | PROFESSIONAL & CONSULTING SER | 1,250.00 | | 186.00 | 30.00 | | 1,064.00 | 14.88 |
| 101-301-873.000 | EDUCATION/TUITION REIMBURSE. | 5,000.00 | | 0.00 | 0.00 | | 5,000.00 | 0.00 |
| 101-301-900.000 | PRINTING & PUBLISHING | 1,000.00 | | 115.02 | 0.00 | | 884.98 | 11.50 |
| 101-301-913.000 | TRAVEL & TRAINING | 11,500.00 | | 1,903.65 | 573.75 | | 9,596.35 | 16.55 |
| 101-301-915.000 | MEMBERSHIPS & DUES | 400.00 | | 0.00 | 0.00 | | 400.00 | 0.00 |
| 101-301-931.000 | REPAIRS/MAINT - EQUIPMENT | 4,000.00 | | 0.00 | 0.00 | | 4,000.00 | 0.00 |
| 101-301-932.000 | REPAIRS/MAINT - VEHICLES | 9,000.00 | | 2,097.83 | 273.00 | | 6,902.17 | 23.31 |
| 101-301-933.000 | SOFTWARE AGREE / COPIER MAINT | 5,550.00 | | 2,426.61 | 76.06 | | 3,123.39 | 43.72 |
| 101-301-957.000 | MOTOR POOL | 32,409.00 | | 16,204.50 | 2,700.75 | | 16,204.50 | 50.00 |
| 101-301-983.000 | LEASE PURCHASE | 1,420.00 | | 707.88 | 235.96 | | 712.12 | 49.85 |
| 101-301-985.000 | CAPITAL OUTLAY | 24,000.00 | | 21,213.56 | 7,292.41 | | 2,786.44 | 88.39 |
| Total Dept 301 - POLICE | | 1,231,157.00 | | 582,427.58 | 104,849.12 | | 648,729.42 | 47.31 |
| Dept 336 - FIRE | | | | | | | | |
| 101-336-702.000 | WAGES - FULL TIME | 465,163.00 | | 183,827.89 | 32,133.55 | | 281,335.11 | 39.52 |

User: ebradford

PERIOD ENDING 12/31/2018

DB: Manistee

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

| GL NUMBER | DESCRIPTION | 2018-19 | YTD BALANCE | ACTIVITY FOR | AVAILABLE | % BGDG USED |
|-------------------------|-------------------------------|----------------|-----------------------------------|---|--------------------------------|----------------|
| | | AMENDED BUDGET | 12/31/2018 (NORMAL (ABNORMAL)) | MONTH 12/31/2018 (INCREASE (DECREASE)) | BALANCE (NORMAL (ABNORMAL)) | |
| Fund 101 - GENERAL FUND | | | | | | |
| Expenditures | | | | | | |
| 101-336-704.000 | WAGES - PART-TIME | 3,000.00 | 0.00 | 0.00 | 3,000.00 | 0.00 |
| 101-336-708.000 | COSTS - SUTA | 2,727.00 | 7.97 | 0.00 | 2,719.03 | 0.29 |
| 101-336-709.000 | COSTS - SOCIAL SECURITY | 186.00 | 14.41 | 0.00 | 171.59 | 7.75 |
| 101-336-711.000 | COSTS - MEDICARE | 6,702.00 | 3,208.75 | 679.38 | 3,493.25 | 47.88 |
| 101-336-712.000 | COSTS - IN LIEU OF BC/BS | 1,956.00 | 818.48 | 141.66 | 1,137.52 | 41.84 |
| 101-336-713.000 | WAGES - OVERTIME | 38,000.00 | 28,312.89 | 3,501.04 | 9,687.11 | 74.51 |
| 101-336-713.005 | WAGES - OT FF PA 604 | 4,000.00 | 2,058.66 | 599.09 | 1,941.34 | 51.47 |
| 101-336-715.000 | WAGES - PHYSICAL FITNESS | 4,000.00 | 0.00 | 0.00 | 4,000.00 | 0.00 |
| 101-336-717.000 | COSTS - MERS CONTRIBUTION | 134,264.00 | 70,620.75 | 12,353.78 | 63,643.25 | 52.60 |
| 101-336-718.000 | COSTS - HEALTH INSURANCE | 104,373.00 | 43,598.98 | 6,641.22 | 60,774.02 | 41.77 |
| 101-336-718.001 | COSTS - HSA CONTRIBUTION | 24,000.00 | 21,000.00 | 0.00 | 3,000.00 | 87.50 |
| 101-336-718.002 | COSTS - DENTAL INSURANCE | 6,782.00 | 2,934.56 | 437.32 | 3,847.44 | 43.27 |
| 101-336-718.003 | COSTS - VISION / ANCILLIARY | 1,785.00 | 773.40 | 130.35 | 1,011.60 | 43.33 |
| 101-336-721.000 | COSTS - UNIFORM/CLEANING ALLO | 7,280.00 | 5,721.69 | 444.30 | 1,558.31 | 78.59 |
| 101-336-722.000 | COSTS - FOOD ALLOWANCE | 6,560.00 | 5,193.33 | 0.00 | 1,366.67 | 79.17 |
| 101-336-723.000 | COSTS - RETIREE HEALTH CARE | 11,250.00 | 5,000.00 | 750.00 | 6,250.00 | 44.44 |
| 101-336-725.000 | COSTS - LIFE INSURANCE | 1,302.00 | 654.88 | 111.57 | 647.12 | 50.30 |
| 101-336-726.000 | COSTS - WORKERS COMPENSATION | 21,670.00 | 9,619.36 | 2,024.70 | 12,050.64 | 44.39 |
| 101-336-727.000 | WAGES - HOL/VAC/SICK SELBACK | 35,000.00 | 16,958.22 | 16,357.90 | 18,041.78 | 48.45 |
| 101-336-752.000 | SUPPLIES - OPERATING | 8,500.00 | 4,223.13 | 667.50 | 4,276.87 | 49.68 |
| 101-336-770.000 | VEHICLE GAS / DIESEL | 6,730.00 | 3,841.43 | 488.20 | 2,888.57 | 57.08 |
| 101-336-777.000 | SUPPLIES - MEDICAL | 18,400.00 | 6,804.27 | 1,305.67 | 11,595.73 | 36.98 |
| 101-336-780.000 | FIRE PREVENTION | 1,900.00 | 0.00 | 0.00 | 1,900.00 | 0.00 |
| 101-336-791.000 | SUBSCRIPTIONS & PUBLICATIONS | 350.00 | 0.00 | 0.00 | 350.00 | 0.00 |
| 101-336-801.000 | PROFESSIONAL & CONSULTING SER | 27,875.00 | 13,046.40 | 3,016.15 | 14,828.60 | 46.80 |
| 101-336-873.000 | EDUCATION/TUITION REIMBURSE. | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 0.00 |
| 101-336-900.000 | PRINTING & PUBLISHING | 750.00 | 459.22 | 0.00 | 290.78 | 61.23 |
| 101-336-913.000 | TRAVEL & TRAINING | 5,300.00 | 3,924.59 | 1,687.30 | 1,375.41 | 74.05 |
| 101-336-915.000 | MEMBERSHIPS & DUES | 710.00 | 535.00 | 210.00 | 175.00 | 75.35 |
| 101-336-918.000 | UTILITIES - WATER | 1,600.00 | 714.78 | 219.36 | 885.22 | 44.67 |
| 101-336-920.000 | UTILITIES - ELECTRIC | 5,700.00 | 2,001.55 | 423.22 | 3,698.45 | 35.11 |
| 101-336-921.000 | UTILITIES - NATURAL GAS | 3,300.00 | 893.51 | 436.96 | 2,406.49 | 27.08 |
| 101-336-930.000 | REPAIRS/MAINT - BUILDINGS/LAN | 2,800.00 | 1,202.44 | 438.34 | 1,597.56 | 42.94 |
| 101-336-931.000 | REPAIRS/MAINT - EQUIPMENT | 6,836.00 | 3,369.66 | 429.41 | 3,466.34 | 49.29 |
| 101-336-932.000 | REPAIRS/MAINT - VEHICLES | 7,700.00 | 6,781.49 | 65.83 | 918.51 | 88.07 |
| 101-336-933.000 | SOFTWARE AGREE / COPIER MAINT | 5,700.00 | 4,156.48 | 60.00 | 1,543.52 | 72.92 |
| 101-336-942.000 | HYDRANT RENTAL | 21,600.00 | 10,800.00 | 0.00 | 10,800.00 | 50.00 |
| 101-336-957.000 | MOTOR POOL | 64,818.00 | 32,409.00 | 5,401.50 | 32,409.00 | 50.00 |
| 101-336-983.000 | LEASE PURCHASE | 480.00 | 235.92 | 78.64 | 244.08 | 49.15 |
| 101-336-985.000 | CAPITAL OUTLAY | 11,600.00 | 6,577.35 | 0.00 | 5,022.65 | 56.70 |
| Total Dept 336 - FIRE | | 1,087,649.00 | 502,300.44 | 91,233.94 | 585,348.56 | 46.18 |
| Dept 441 - PUBLIC WORKS | | | | | | |
| 101-441-702.000 | WAGES - FULL TIME | 647,439.00 | 300,192.70 | 49,962.99 | 347,246.30 | 46.37 |
| 101-441-704.000 | WAGES - PART-TIME | 18,000.00 | 6,943.88 | 0.00 | 11,056.12 | 38.58 |
| 101-441-708.000 | COSTS - SUTA | 4,939.00 | 314.41 | 0.00 | 4,624.59 | 6.37 |
| 101-441-709.000 | COSTS - SOCIAL SECURITY | 44,143.00 | 21,280.40 | 3,445.26 | 22,862.60 | 48.21 |
| 101-441-711.000 | COSTS - MEDICARE | 10,324.00 | 4,976.87 | 805.76 | 5,347.13 | 48.21 |
| 101-441-712.000 | COSTS - IN LIEU OF BC/BS | 14,400.00 | 6,000.00 | 1,200.00 | 8,400.00 | 41.67 |
| 101-441-713.000 | WAGES - OVERTIME | 29,000.00 | 9,912.87 | 654.72 | 19,087.13 | 34.18 |
| 101-441-713.001 | WAGES - 2E STANDBY PAY | 16,540.00 | 7,941.86 | 1,272.32 | 8,598.14 | 48.02 |
| 101-441-716.000 | COSTS - ICMA CONTRIBUTION | 2,638.00 | 1,478.49 | 318.68 | 1,159.51 | 56.05 |

User: ebradford

PERIOD ENDING 12/31/2018

DB: Manistee

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

| GL NUMBER | DESCRIPTION | 2018-19 | | YTD BALANCE | ACTIVITY FOR | AVAILABLE | | % BGDG USED |
|-------------------------------|--------------------------------|----------------|--------|--------------------------|---|-----------|-----------------------|----------------|
| | | AMENDED BUDGET | NORMAL | 12/31/2018 (ABNORMAL) | MONTH 12/31/2018 INCREASE (DECREASE) | NORMAL | BALANCE (ABNORMAL) | |
| Fund 101 - GENERAL FUND | | | | | | | | |
| Expenditures | | | | | | | | |
| 101-441-717.000 | COSTS - MERS CONTRIBUTION | 42,688.00 | | 21,275.16 | 3,357.53 | | 21,412.84 | 49.84 |
| 101-441-718.000 | COSTS - HEALTH INSURANCE | 140,466.00 | | 58,207.73 | 9,770.93 | | 82,258.27 | 41.44 |
| 101-441-718.001 | COSTS - HSA CONTRIBUTION | 37,500.00 | | 34,500.00 | 0.00 | | 3,000.00 | 92.00 |
| 101-441-718.002 | COSTS - DENTAL INSURANCE | 9,312.00 | | 3,702.33 | 596.56 | | 5,609.67 | 39.76 |
| 101-441-718.003 | COSTS - VISION / ANCILLIARY | 2,210.00 | | 871.60 | 138.36 | | 1,338.40 | 39.44 |
| 101-441-721.000 | COSTS - UNIFORM/CLEANING ALLO | 6,320.00 | | 4,381.98 | 274.32 | | 1,938.02 | 69.34 |
| 101-441-723.000 | COSTS - RETIREE HEALTH CARE | 6,000.00 | | 3,404.22 | 500.00 | | 2,595.78 | 56.74 |
| 101-441-725.000 | COSTS - LIFE INSURANCE | 1,562.00 | | 902.34 | 150.39 | | 659.66 | 57.77 |
| 101-441-726.000 | COSTS - WORKERS COMPENSATION | 41,858.00 | | 19,976.37 | 3,356.67 | | 21,881.63 | 47.72 |
| 101-441-727.000 | WAGES - HOL/VAC/SICK SELLBACK | 13,000.00 | | 5,195.77 | 5,195.77 | | 7,804.23 | 39.97 |
| 101-441-752.000 | SUPPLIES - OPERATING | 18,000.00 | | 10,716.84 | 1,707.08 | | 7,283.16 | 59.54 |
| 101-441-770.000 | VEHICLE GAS / DIESEL | 49,500.00 | | 19,424.80 | 4,227.37 | | 30,075.20 | 39.24 |
| 101-441-791.000 | SUBSCRIPTIONS & PUBLICATIONS | 150.00 | | 0.00 | 0.00 | | 150.00 | 0.00 |
| 101-441-801.000 | PROFESSIONAL & CONSULTING SER | 11,500.00 | | 3,273.00 | 2,448.50 | | 8,227.00 | 28.46 |
| 101-441-850.000 | COMMUNICATIONS - PHONE | 480.00 | | 239.94 | 39.99 | | 240.06 | 49.99 |
| 101-441-888.000 | TREE COMMISSION | 500.00 | | 0.00 | 0.00 | | 500.00 | 0.00 |
| 101-441-900.000 | PRINTING & PUBLISHING | 1,000.00 | | 472.50 | 315.00 | | 527.50 | 47.25 |
| 101-441-913.000 | TRAVEL & TRAINING | 2,000.00 | | 1,387.85 | 0.00 | | 612.15 | 69.39 |
| 101-441-915.000 | MEMBERSHIPS & DUES | 300.00 | | 0.00 | 0.00 | | 300.00 | 0.00 |
| 101-441-918.000 | UTILITIES - WATER | 2,500.00 | | 395.28 | 139.32 | | 2,104.72 | 15.81 |
| 101-441-920.000 | UTILITIES - ELECTRIC | 14,500.00 | | 4,300.80 | 994.86 | | 10,199.20 | 29.66 |
| 101-441-921.000 | UTILITIES - NATURAL GAS | 18,000.00 | | 3,233.24 | 2,096.12 | | 14,766.76 | 17.96 |
| 101-441-930.000 | REPAIRS/MAINT - BUILDINGS/LAN | 10,000.00 | | 4,833.14 | 55.57 | | 5,166.86 | 48.33 |
| 101-441-931.000 | REPAIRS/MAINT - EQUIPMENT | 20,000.00 | | 10,021.89 | 1,661.92 | | 9,978.11 | 50.11 |
| 101-441-932.000 | REPAIRS/MAINT - VEHICLES | 45,000.00 | | 15,270.47 | 2,362.00 | | 29,729.53 | 33.93 |
| 101-441-933.000 | SOFTWARE AGREE / COPIER MAINT | 1,850.00 | | 694.50 | 0.00 | | 1,155.50 | 37.54 |
| 101-441-954.000 | CHRISTMAS DECORATIONS | 5,000.00 | | 4,034.17 | 2,028.71 | | 965.83 | 80.68 |
| 101-441-957.000 | MOTOR POOL | 75,000.00 | | 37,500.00 | 6,250.00 | | 37,500.00 | 50.00 |
| 101-441-985.000 | CAPITAL OUTLAY | 15,000.00 | | 1,401.30 | 0.00 | | 13,598.70 | 9.34 |
| Total Dept 441 - PUBLIC WORKS | | 1,378,619.00 | | 628,658.70 | 105,326.70 | | 749,960.30 | 45.60 |
| Dept 701 - PLANNING & ZONING | | | | | | | | |
| 101-701-702.000 | WAGES - FULL TIME | 12,184.00 | | 12,171.90 | 0.00 | | 12.10 | 99.90 |
| 101-701-708.000 | COSTS - SUTA | 309.00 | | 0.00 | 0.00 | | 309.00 | 0.00 |
| 101-701-709.000 | COSTS - SOCIAL SECURITY | 3,844.00 | | 1,522.44 | 0.00 | | 2,321.56 | 39.61 |
| 101-701-711.000 | COSTS - MEDICARE | 955.00 | | 356.05 | 0.00 | | 598.95 | 37.28 |
| 101-701-717.000 | COSTS - MERS CONTRIBUTION | 8,887.00 | | 3,143.02 | 0.00 | | 5,743.98 | 35.37 |
| 101-701-718.000 | COSTS - HEALTH INSURANCE | 678.00 | | 674.76 | 0.00 | | 3.24 | 99.52 |
| 101-701-718.001 | COSTS - HSA CONTRIBUTION | 3,000.00 | | 3,000.00 | 0.00 | | 0.00 | 100.00 |
| 101-701-718.002 | COSTS - DENTAL INSURANCE | 56.00 | | 54.28 | 0.00 | | 1.72 | 96.93 |
| 101-701-718.003 | COSTS - VISION / ANCILLIARY | 116.00 | | 9.69 | 0.00 | | 106.31 | 8.35 |
| 101-701-723.000 | COSTS - RETIREE HEALTH CARE | 2,500.00 | | 1,250.00 | 250.00 | | 1,250.00 | 50.00 |
| 101-701-724.000 | COSTS - VEHICLE ALLOWANCE | 300.00 | | 300.00 | 0.00 | | 0.00 | 100.00 |
| 101-701-725.000 | COSTS - LIFE INSURANCE | 72.00 | | 22.41 | 0.00 | | 49.59 | 31.13 |
| 101-701-726.000 | COSTS - WORKERS COMPENSATION | 617.00 | | 202.75 | 0.00 | | 414.25 | 32.86 |
| 101-701-727.000 | WAGES - HOL/VAC/SICK SELLBACK | 10,200.00 | | 10,103.97 | 0.00 | | 96.03 | 99.06 |
| 101-701-752.000 | SUPPLIES - OPERATING | 2,700.00 | | 711.52 | 28.99 | | 1,988.48 | 26.35 |
| 101-701-791.000 | SUBSCRIPTIONS & PUBLICATIONS | 205.00 | | 32.00 | 0.00 | | 173.00 | 15.61 |
| 101-701-801.000 | PROFESSIONAL & CONSULTING SERV | 52,500.00 | | 17,500.00 | 0.00 | | 35,000.00 | 33.33 |
| 101-701-884.000 | HISTORIC DISTRICT COMMISSION | 1,090.00 | | 0.00 | 0.00 | | 1,090.00 | 0.00 |
| 101-701-887.000 | PLANNING COMMISSION | 3,260.00 | | 222.00 | 0.00 | | 3,038.00 | 6.81 |
| 101-701-889.000 | ZONING BOARD OF APPEALS | 840.00 | | 96.00 | 0.00 | | 744.00 | 11.43 |

User: ebradford

PERIOD ENDING 12/31/2018

DB: Manistee

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

| GL NUMBER | DESCRIPTION | 2018-19 | | YTD BALANCE | ACTIVITY FOR | AVAILABLE | | % BDGT USED |
|-------------------------------------|-------------------------------|----------------|--------|-----------------------|--------------------------------------|-----------|--------------------|-------------|
| | | AMENDED BUDGET | NORMAL | 12/31/2018 (ABNORMAL) | MONTH 12/31/2018 INCREASE (DECREASE) | NORMAL | (ABNORMAL) BALANCE | |
| Fund 101 - GENERAL FUND | | | | | | | | |
| Expenditures | | | | | | | | |
| 101-701-900.000 | PRINTING & PUBLISHING | 100.00 | | 0.00 | 0.00 | | 100.00 | 0.00 |
| 101-701-915.000 | MEMBERSHIPS & DUES | 60.00 | | 0.00 | 0.00 | | 60.00 | 0.00 |
| 101-701-931.000 | REPAIRS/MAINT - EQUIPMENT | 200.00 | | 0.00 | 0.00 | | 200.00 | 0.00 |
| 101-701-933.000 | SOFTWARE AGREE / COPIER MAINT | 3,280.00 | | 2,275.86 | 142.59 | | 1,004.14 | 69.39 |
| Total Dept 701 - PLANNING & ZONING | | 107,953.00 | | 53,648.65 | 421.58 | | 54,304.35 | 49.70 |
| Dept 751 - PARKS & RECREATION | | | | | | | | |
| 101-751-702.000 | WAGES - FULL TIME | 90,413.00 | | 41,658.11 | 7,017.60 | | 48,754.89 | 46.08 |
| 101-751-704.000 | WAGES - PART-TIME | 56,000.00 | | 21,453.09 | 0.00 | | 34,546.91 | 38.31 |
| 101-751-708.000 | COSTS - SUTA | 2,538.00 | | 866.87 | 0.00 | | 1,671.13 | 34.16 |
| 101-751-709.000 | COSTS - SOCIAL SECURITY | 9,667.00 | | 4,684.02 | 433.20 | | 4,982.98 | 48.45 |
| 101-751-711.000 | COSTS - MEDICARE | 2,261.00 | | 1,095.46 | 101.32 | | 1,165.54 | 48.45 |
| 101-751-713.000 | WAGES - OVERTIME | 8,500.00 | | 6,200.86 | 426.45 | | 2,299.14 | 72.95 |
| 101-751-713.001 | WAGES - 2E STANDBY PAY | 500.00 | | 0.00 | 0.00 | | 500.00 | 0.00 |
| 101-751-717.000 | COSTS - MERS CONTRIBUTION | 5,834.00 | | 3,447.28 | 574.56 | | 2,386.72 | 59.09 |
| 101-751-718.000 | COSTS - HEALTH INSURANCE | 23,405.00 | | 11,453.82 | 1,985.37 | | 11,951.18 | 48.94 |
| 101-751-718.001 | COSTS - HSA CONTRIBUTION | 6,000.00 | | 6,000.00 | 0.00 | | 0.00 | 100.00 |
| 101-751-718.002 | COSTS - DENTAL INSURANCE | 1,453.00 | | 728.64 | 121.11 | | 724.36 | 50.15 |
| 101-751-718.003 | COSTS - VISION / ANCILLIARY | 325.00 | | 162.42 | 27.07 | | 162.58 | 49.98 |
| 101-751-721.000 | COSTS - UNIFORM/CLEANING ALLO | 1,161.00 | | 399.50 | 0.00 | | 761.50 | 34.41 |
| 101-751-723.000 | COSTS - RETIREE HEALTH CARE | 3,000.00 | | 1,702.11 | 250.00 | | 1,297.89 | 56.74 |
| 101-751-725.000 | COSTS - LIFE INSURANCE | 192.00 | | 110.88 | 18.48 | | 81.12 | 57.75 |
| 101-751-726.000 | COSTS - WORKERS COMPENSATION | 4,709.00 | | 2,008.09 | 204.14 | | 2,700.91 | 42.64 |
| 101-751-727.000 | WAGES - HOL/VAC/SICK SELBACK | 1,000.00 | | 0.00 | 0.00 | | 1,000.00 | 0.00 |
| 101-751-752.000 | SUPPLIES - OPERATING | 23,000.00 | | 9,332.66 | 1,219.96 | | 13,667.34 | 40.58 |
| 101-751-770.000 | VEHICLE GAS / DIESEL | 8,400.00 | | 5,136.79 | 97.69 | | 3,263.21 | 61.15 |
| 101-751-801.000 | PROFESSIONAL & CONSULTING SER | 1,000.00 | | 0.00 | 0.00 | | 1,000.00 | 0.00 |
| 101-751-850.000 | COMMUNICATIONS - PHONE | 1,000.00 | | 479.88 | 79.98 | | 520.12 | 47.99 |
| 101-751-883.000 | HARBOR COMMISSION | 100.00 | | 0.00 | 0.00 | | 100.00 | 0.00 |
| 101-751-886.000 | PARKS COMMISSION | 800.00 | | 230.24 | 0.00 | | 569.76 | 28.78 |
| 101-751-900.000 | PRINTING & PUBLISHING | 1,050.00 | | 389.30 | 0.00 | | 660.70 | 37.08 |
| 101-751-913.000 | TRAVEL & TRAINING | 1,200.00 | | 50.00 | 0.00 | | 1,150.00 | 4.17 |
| 101-751-918.000 | UTILITIES - WATER | 23,000.00 | | 9,773.73 | 1,022.64 | | 13,226.27 | 42.49 |
| 101-751-920.000 | UTILITIES - ELECTRIC | 21,000.00 | | 10,315.85 | 2,038.57 | | 10,684.15 | 49.12 |
| 101-751-921.000 | UTILITIES - NATURAL GAS | 1,000.00 | | 296.70 | 96.54 | | 703.30 | 29.67 |
| 101-751-930.000 | REPAIRS/MAINT - BUILDINGS/LAN | 34,800.00 | | 25,959.68 | 1,510.11 | | 8,840.32 | 74.60 |
| 101-751-931.000 | REPAIRS/MAINT - EQUIPMENT | 25,000.00 | | 7,424.60 | 0.00 | | 17,575.40 | 29.70 |
| 101-751-932.000 | REPAIRS/MAINT - VEHICLES | 2,500.00 | | 515.88 | 0.00 | | 1,984.12 | 20.64 |
| 101-751-957.000 | MOTOR POOL | 37,636.00 | | 18,817.98 | 3,136.33 | | 18,818.02 | 50.00 |
| 101-751-985.000 | CAPITAL OUTLAY | 8,500.00 | | 915.92 | 0.00 | | 7,584.08 | 10.78 |
| Total Dept 751 - PARKS & RECREATION | | 406,944.00 | | 191,610.36 | 20,361.12 | | 215,333.64 | 47.09 |
| Dept 801 - APPROPRIATIONS | | | | | | | | |
| 101-801-890.000 | ALTERNATIVES FOR AREA YOUTH | 13,000.00 | | 13,000.00 | 0.00 | | 0.00 | 100.00 |
| 101-801-892.000 | ECONOMIC DEVELOPMENT | 25,000.00 | | 0.00 | 0.00 | | 25,000.00 | 0.00 |
| 101-801-893.500 | MAPS PAINE POOL | 40,000.00 | | 30,000.00 | 10,000.00 | | 10,000.00 | 75.00 |
| 101-801-894.000 | MANISTEE RECREATION ASSOC. | 27,000.00 | | 27,000.00 | 0.00 | | 0.00 | 100.00 |
| 101-801-894.500 | MANISTEE SAINTS | 2,000.00 | | 2,000.00 | 0.00 | | 0.00 | 100.00 |
| 101-801-895.000 | MAN. CO. HISTORICAL MUSEUM | 10,000.00 | | 10,000.00 | 5,000.00 | | 0.00 | 100.00 |

PERIOD ENDING 12/31/2018

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

| GL NUMBER | DESCRIPTION | 2018-19 | YTD BALANCE | ACTIVITY FOR | AVAILABLE | % BGD USED |
|---------------------------------|-------------------------------|----------------|---------------------------------|---|------------------------------|---------------|
| | | AMENDED BUDGET | 12/31/2018 NORMAL (ABNORMAL) | MONTH 12/31/2018 INCREASE (DECREASE) | BALANCE NORMAL (ABNORMAL) | |
| Fund 101 - GENERAL FUND | | | | | | |
| Expenditures | | | | | | |
| 101-801-897.000 | RAMSDELL REGIONAL CENTER FOR | 55,000.00 | 41,250.00 | 13,750.00 | 13,750.00 | 75.00 |
| Total Dept 801 - APPROPRIATIONS | | 172,000.00 | 123,250.00 | 28,750.00 | 48,750.00 | 71.66 |
| Dept 905 - DEBT SERVICE | | | | | | |
| 101-905-991.006 | 2010 DDA REFUNDING - PRINCIPA | 130,000.00 | 130,000.00 | 0.00 | 0.00 | 100.00 |
| 101-905-991.008 | 2013 CI REFUNDING - PRINCIPAL | 200,000.00 | 200,000.00 | 0.00 | 0.00 | 100.00 |
| 101-905-992.106 | 2010 DDA REFUNDING - INTEREST | 8,000.00 | 5,300.00 | 0.00 | 2,700.00 | 66.25 |
| 101-905-992.108 | 2013 CI REFUNDING - INTEREST | 29,700.00 | 15,850.00 | 0.00 | 13,850.00 | 53.37 |
| Total Dept 905 - DEBT SERVICE | | 367,700.00 | 351,150.00 | 0.00 | 16,550.00 | 95.50 |
| TOTAL EXPENDITURES | | 6,300,079.00 | 3,213,032.98 | 471,745.99 | 3,087,046.02 | 51.00 |
| Fund 101 - GENERAL FUND: | | | | | | |
| TOTAL REVENUES | | 6,279,409.00 | 4,461,284.55 | 208,950.95 | 1,818,124.45 | 71.05 |
| TOTAL EXPENDITURES | | 6,300,079.00 | 3,213,032.98 | 471,745.99 | 3,087,046.02 | 51.00 |
| NET OF REVENUES & EXPENDITURES | | (20,670.00) | 1,248,251.57 | (262,795.04) | (1,268,921.57) | 6,038.95 |

PERIOD ENDING 12/31/2018

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

| GL NUMBER | DESCRIPTION | 2018-19 | YTD BALANCE | ACTIVITY FOR | AVAILABLE | % BDGT USED |
|--------------------------------|-------------------------------|----------------|---------------------------------|---|------------------------------|-------------|
| | | AMENDED BUDGET | 12/31/2018 NORMAL (ABNORMAL) | MONTH 12/31/2018 INCREASE (DECREASE) | BALANCE NORMAL (ABNORMAL) | |
| Fund 202 - MAJOR STREET FUND | | | | | | |
| Revenues | | | | | | |
| Dept 000 | | | | | | |
| 202-000-540.000 | STATE GRANT - OTHER | 187,500.00 | 48,449.99 | 0.00 | 139,050.01 | 25.84 |
| 202-000-546.001 | STATE GRANT - ACT 51 REVENUE | 576,708.00 | 210,216.16 | 57,048.79 | 366,491.84 | 36.45 |
| 202-000-546.003 | STATE GRANT - MOVABLE BRIDGES | 0.00 | 50,974.68 | 50,974.68 | (50,974.68) | 100.00 |
| 202-000-548.000 | SNOW REMOVAL | 10,000.00 | 0.00 | 0.00 | 10,000.00 | 0.00 |
| 202-000-626.000 | CHARGE FOR SERVICE | 180,000.00 | 59,517.92 | 0.00 | 120,482.08 | 33.07 |
| 202-000-665.000 | INVESTMENT - INTEREST | 1,000.00 | 3,610.51 | 1,141.50 | (2,610.51) | 361.05 |
| 202-000-676.000 | REIMBURSEMENT | 113,500.00 | 10,602.41 | (50,974.68) | 102,897.59 | 9.34 |
| 202-000-699.000 | TRANSFERS IN | 85,000.00 | 0.00 | 0.00 | 85,000.00 | 0.00 |
| Total Dept 000 | | 1,153,708.00 | 383,371.67 | 58,190.29 | 770,336.33 | 33.23 |
| TOTAL REVENUES | | 1,153,708.00 | 383,371.67 | 58,190.29 | 770,336.33 | 33.23 |
| Expenditures | | | | | | |
| Dept 000 | | | | | | |
| 202-000-752.000 | SUPPLIES - OPERATING | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| 202-000-863.000 | TRAFFIC SERVICES | 19,500.00 | 16,840.14 | 0.00 | 2,659.86 | 86.36 |
| 202-000-864.000 | PRESERVATION STREETS | 110,000.00 | 50,987.91 | 7,883.33 | 59,012.09 | 46.35 |
| 202-000-864.001 | PRESERVATION STREETS -PROJECT | 432,050.00 | 68,445.54 | 0.00 | 363,604.46 | 15.84 |
| 202-000-865.000 | ROUTINE MAINTENANCE BRIDGES | 20,000.00 | 264.24 | 0.00 | 19,735.76 | 1.32 |
| 202-000-865.001 | OPERATIONS - BRIDGE | 106,000.00 | 52,999.98 | 8,833.33 | 53,000.02 | 50.00 |
| 202-000-866.000 | WINTER MAINTENANCE STREETS | 160,500.00 | 67,500.00 | 11,250.00 | 93,000.00 | 42.06 |
| 202-000-870.000 | SIDEWALKS | 12,500.00 | 2,246.30 | 0.00 | 10,253.70 | 17.97 |
| 202-000-918.000 | UTILITIES - WATER | 1,200.00 | 485.88 | 150.62 | 714.12 | 40.49 |
| 202-000-920.000 | UTILITIES - ELECTRIC | 4,500.00 | 1,662.07 | 932.56 | 2,837.93 | 36.93 |
| 202-000-921.000 | UTILITIES - NATURAL GAS | 2,000.00 | 356.87 | 122.91 | 1,643.13 | 17.84 |
| 202-000-995.000 | TRANSFERS OUT | 180,776.00 | 0.00 | 0.00 | 180,776.00 | 0.00 |
| Total Dept 000 | | 1,049,526.00 | 261,788.93 | 29,172.75 | 787,737.07 | 24.94 |
| TOTAL EXPENDITURES | | 1,049,526.00 | 261,788.93 | 29,172.75 | 787,737.07 | 24.94 |
| Fund 202 - MAJOR STREET FUND: | | | | | | |
| TOTAL REVENUES | | 1,153,708.00 | 383,371.67 | 58,190.29 | 770,336.33 | 33.23 |
| TOTAL EXPENDITURES | | 1,049,526.00 | 261,788.93 | 29,172.75 | 787,737.07 | 24.94 |
| NET OF REVENUES & EXPENDITURES | | 104,182.00 | 121,582.74 | 29,017.54 | (17,400.74) | 116.70 |

REVENUE AND EXPENDITURE REPORT FOR MANISTEE CITY
 PERIOD ENDING 12/31/2018

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

| GL NUMBER | DESCRIPTION | 2018-19 AMENDED BUDGET | YTD BALANCE | | ACTIVITY FOR | | AVAILABLE | | % BDGT USED |
|--------------------------------|--------------------------------|---------------------------|-------------|------------|---|------------------------------|------------|--|----------------|
| | | | NORMAL | (ABNORMAL) | MONTH 12/31/2018 INCREASE (DECREASE) | NORMAL (ABNORMAL) BALANCE | | | |
| Fund 203 - LOCAL STREET FUND | | | | | | | | | |
| Revenues | | | | | | | | | |
| Dept 000 | | | | | | | | | |
| 203-000-546.001 | STATE GRANT - ACT 51 REVENUE | 198,988.00 | 73,044.13 | | 19,822.82 | | 125,943.87 | | 36.71 |
| 203-000-548.000 | SNOW REMOVAL | 500.00 | 0.00 | | 0.00 | | 500.00 | | 0.00 |
| 203-000-665.000 | INVESTMENT - INTEREST | 50.00 | 230.97 | | 102.79 | | (180.97) | | 461.94 |
| 203-000-699.000 | TRANSFERS IN | 524,776.00 | 0.00 | | 0.00 | | 524,776.00 | | 0.00 |
| Total Dept 000 | | 724,314.00 | 73,275.10 | | 19,925.61 | | 651,038.90 | | 10.12 |
| TOTAL REVENUES | | 724,314.00 | 73,275.10 | | 19,925.61 | | 651,038.90 | | 10.12 |
| Expenditures | | | | | | | | | |
| Dept 000 | | | | | | | | | |
| 203-000-752.000 | SUPPLIES - OPERATING | 500.00 | 46.16 | | 46.16 | | 453.84 | | 9.23 |
| 203-000-863.000 | TRAFFIC SERVICES | 6,000.00 | 1,033.42 | | 0.00 | | 4,966.58 | | 17.22 |
| 203-000-864.000 | PRESERVATION STREETS | 90,000.00 | 40,050.04 | | 6,216.67 | | 49,949.96 | | 44.50 |
| 203-000-864.001 | PRESERVATION STREETS -PROJECTS | 451,100.00 | 3,879.12 | | 0.00 | | 447,220.88 | | 0.86 |
| 203-000-866.000 | WINTER MAINTENANCE STREETS | 92,500.00 | 34,999.98 | | 5,833.33 | | 57,500.02 | | 37.84 |
| 203-000-870.000 | SIDEWALKS | 12,500.00 | 1,481.82 | | 0.00 | | 11,018.18 | | 11.85 |
| Total Dept 000 | | 652,600.00 | 81,490.54 | | 12,096.16 | | 571,109.46 | | 12.49 |
| Dept 905 - DEBT SERVICE | | | | | | | | | |
| 203-905-991.000 | PRINCIPLE PORTION OF PAYMENTS | 47,414.00 | 47,413.79 | | 0.00 | | 0.21 | | 100.00 |
| 203-905-992.012 | 2010 CAPITAL IMP BOND INTEREST | 33,362.00 | 17,125.63 | | 0.00 | | 16,236.37 | | 51.33 |
| Total Dept 905 - DEBT SERVICE | | 80,776.00 | 64,539.42 | | 0.00 | | 16,236.58 | | 79.90 |
| TOTAL EXPENDITURES | | 733,376.00 | 146,029.96 | | 12,096.16 | | 587,346.04 | | 19.91 |
| Fund 203 - LOCAL STREET FUND: | | | | | | | | | |
| TOTAL REVENUES | | 724,314.00 | 73,275.10 | | 19,925.61 | | 651,038.90 | | 10.12 |
| TOTAL EXPENDITURES | | 733,376.00 | 146,029.96 | | 12,096.16 | | 587,346.04 | | 19.91 |
| NET OF REVENUES & EXPENDITURES | | (9,062.00) | (72,754.86) | | 7,829.45 | | 63,692.86 | | 802.86 |

PERIOD ENDING 12/31/2018

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

| GL NUMBER | DESCRIPTION | 2018-19 | YTD BALANCE | ACTIVITY FOR | AVAILABLE | % BDGT USED |
|-----------------------------------|-------------------------------|----------------|---------------------------------|---|------------------------------|----------------|
| | | AMENDED BUDGET | 12/31/2018 NORMAL (ABNORMAL) | MONTH 12/31/2018 INCREASE (DECREASE) | BALANCE NORMAL (ABNORMAL) | |
| Fund 204 - MUNICIPAL STREET FUND | | | | | | |
| Revenues | | | | | | |
| Dept 000 | | | | | | |
| 204-000-546.002 | STATE GRANT - ROW FEE | 27,000.00 | 0.00 | 0.00 | 27,000.00 | 0.00 |
| Total Dept 000 | | 27,000.00 | 0.00 | 0.00 | 27,000.00 | 0.00 |
| TOTAL REVENUES | | 27,000.00 | 0.00 | 0.00 | 27,000.00 | 0.00 |
| Expenditures | | | | | | |
| Dept 000 | | | | | | |
| 204-000-801.000 | PROFESSIONAL & CONSULTING SER | 1,500.00 | 0.00 | 0.00 | 1,500.00 | 0.00 |
| 204-000-950.000 | TREES | 8,000.00 | 5,417.35 | 0.00 | 2,582.65 | 67.72 |
| 204-000-995.000 | TRANSFERS OUT | 20,000.00 | 0.00 | 0.00 | 20,000.00 | 0.00 |
| Total Dept 000 | | 29,500.00 | 5,417.35 | 0.00 | 24,082.65 | 18.36 |
| TOTAL EXPENDITURES | | 29,500.00 | 5,417.35 | 0.00 | 24,082.65 | 18.36 |
| Fund 204 - MUNICIPAL STREET FUND: | | | | | | |
| TOTAL REVENUES | | 27,000.00 | 0.00 | 0.00 | 27,000.00 | 0.00 |
| TOTAL EXPENDITURES | | 29,500.00 | 5,417.35 | 0.00 | 24,082.65 | 18.36 |
| NET OF REVENUES & EXPENDITURES | | (2,500.00) | (5,417.35) | 0.00 | 2,917.35 | 216.69 |

PERIOD ENDING 12/31/2018

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

| GL NUMBER | DESCRIPTION | 2018-19 | YTD BALANCE | ACTIVITY FOR | AVAILABLE | % BGD USED |
|--------------------------------|-------------------------------|----------------|---------------------------------|---|------------------------------|---------------|
| | | AMENDED BUDGET | 12/31/2018 NORMAL (ABNORMAL) | MONTH 12/31/2018 INCREASE (DECREASE) | BALANCE NORMAL (ABNORMAL) | |
| Fund 226 - CITY REFUSE FUND | | | | | | |
| Revenues | | | | | | |
| Dept 000 | | | | | | |
| 226-000-402.000 | TAXES - REAL/PERSONAL PROPERT | 218,685.00 | 190,910.20 | 847.07 | 27,774.80 | 87.30 |
| 226-000-411.000 | TAXES - DELINQ REAL PROPERTY | 12,396.00 | 0.00 | 0.00 | 12,396.00 | 0.00 |
| 226-000-412.000 | TAXES - DELINQ PERSONAL PROP | 200.00 | 0.00 | 0.00 | 200.00 | 0.00 |
| 226-000-613.000 | PENALTIES | 4,000.00 | 4,396.96 | 742.52 | (396.96) | 109.92 |
| 226-000-626.000 | CHARGE FOR SERVICE | 335,145.00 | 173,688.43 | 31,209.46 | 161,456.57 | 51.82 |
| 226-000-643.000 | SALES - YARD BAGS | 10,000.00 | 5,422.50 | 40.50 | 4,577.50 | 54.23 |
| 226-000-644.000 | SALES - TRASH BAGS | 800.00 | 662.25 | 90.00 | 137.75 | 82.78 |
| 226-000-644.001 | SALES - COMPOST | 0.00 | 360.00 | 0.00 | (360.00) | 100.00 |
| 226-000-665.000 | INVESTMENT - INTEREST | 200.00 | 461.97 | 205.58 | (261.97) | 230.99 |
| 226-000-672.000 | OTHER REVENUE | 0.00 | 73.10 | 0.00 | (73.10) | 100.00 |
| Total Dept 000 | | 581,426.00 | 375,975.41 | 33,135.13 | 205,450.59 | 64.66 |
| TOTAL REVENUES | | 581,426.00 | 375,975.41 | 33,135.13 | 205,450.59 | 64.66 |
| Expenditures | | | | | | |
| Dept 000 | | | | | | |
| 226-000-752.000 | SUPPLIES - OPERATING | 2,500.00 | 2,779.70 | 494.39 | (279.70) | 111.19 |
| 226-000-755.000 | SUPPLIES - YARD BAGS | 12,000.00 | 6,600.00 | 0.00 | 5,400.00 | 55.00 |
| 226-000-803.000 | ADMINISTRATION | 40,699.00 | 19,080.75 | 0.00 | 21,618.25 | 46.88 |
| 226-000-826.000 | RESIDENTIAL CONTRACT FEES | 388,433.00 | 168,123.09 | 33,997.63 | 220,309.91 | 43.28 |
| 226-000-827.000 | MUNICIPAL CONTRACT FEES | 18,500.00 | 13,693.53 | 4,023.35 | 4,806.47 | 74.02 |
| 226-000-830.000 | YARD WASTE CONTRACT FEES | 3,000.00 | 0.00 | 0.00 | 3,000.00 | 0.00 |
| 226-000-830.001 | YARD WASTE CITY | 100,493.00 | 35,948.74 | 0.00 | 64,544.26 | 35.77 |
| 226-000-920.000 | UTILITIES - ELECTRIC | 480.00 | 163.44 | 35.09 | 316.56 | 34.05 |
| Total Dept 000 | | 566,105.00 | 246,389.25 | 38,550.46 | 319,715.75 | 43.52 |
| TOTAL EXPENDITURES | | 566,105.00 | 246,389.25 | 38,550.46 | 319,715.75 | 43.52 |
| Fund 226 - CITY REFUSE FUND: | | | | | | |
| TOTAL REVENUES | | 581,426.00 | 375,975.41 | 33,135.13 | 205,450.59 | 64.66 |
| TOTAL EXPENDITURES | | 566,105.00 | 246,389.25 | 38,550.46 | 319,715.75 | 43.52 |
| NET OF REVENUES & EXPENDITURES | | 15,321.00 | 129,586.16 | (5,415.33) | (114,265.16) | 845.81 |

PERIOD ENDING 12/31/2018

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

| GL NUMBER | DESCRIPTION | 2018-19 | YTD BALANCE | ACTIVITY FOR | AVAILABLE | % BGD USED |
|--------------------------------|-------------------------------|----------------|---------------------------------|---|------------------------------|---------------|
| | | AMENDED BUDGET | 12/31/2018 NORMAL (ABNORMAL) | MONTH 12/31/2018 INCREASE (DECREASE) | BALANCE NORMAL (ABNORMAL) | |
| Fund 245 - OIL & GAS FUND | | | | | | |
| Revenues | | | | | | |
| Dept 000 | | | | | | |
| 245-000-665.000 | INVESTMENT - INTEREST | 225,000.00 | 118,390.20 | 21,674.03 | 106,609.80 | 52.62 |
| 245-000-668.000 | INVESTMENT - OIL ROYALTIES | 40,000.00 | 30,230.90 | 0.00 | 9,769.10 | 75.58 |
| 245-000-669.000 | INVESTMENT - GAINS & LOSSES | 400,000.00 | (352,823.22) | (530,054.20) | 752,823.22 | (88.21) |
| Total Dept 000 | | 665,000.00 | (204,202.12) | (508,380.17) | 869,202.12 | (30.71) |
| TOTAL REVENUES | | 665,000.00 | (204,202.12) | (508,380.17) | 869,202.12 | (30.71) |
| Expenditures | | | | | | |
| Dept 000 | | | | | | |
| 245-000-801.000 | PROFESSIONAL & CONSULTING SER | 55,000.00 | 27,961.47 | 73.61 | 27,038.53 | 50.84 |
| 245-000-995.000 | TRANSFERS OUT | 591,042.00 | 300,000.00 | 0.00 | 291,042.00 | 50.76 |
| Total Dept 000 | | 646,042.00 | 327,961.47 | 73.61 | 318,080.53 | 50.76 |
| TOTAL EXPENDITURES | | 646,042.00 | 327,961.47 | 73.61 | 318,080.53 | 50.76 |
| Fund 245 - OIL & GAS FUND: | | | | | | |
| TOTAL REVENUES | | 665,000.00 | (204,202.12) | (508,380.17) | 869,202.12 | 30.71 |
| TOTAL EXPENDITURES | | 646,042.00 | 327,961.47 | 73.61 | 318,080.53 | 50.76 |
| NET OF REVENUES & EXPENDITURES | | 18,958.00 | (532,163.59) | (508,453.78) | 551,121.59 | 2,807.07 |

PERIOD ENDING 12/31/2018

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

| GL NUMBER | DESCRIPTION | 2018-19 | YTD BALANCE | ACTIVITY FOR | AVAILABLE | % BGD USED |
|--------------------------------|-------------------------------|----------------|-----------------------------------|---|------------------------------|---------------|
| | | AMENDED BUDGET | 12/31/2018 (NORMAL (ABNORMAL)) | MONTH 12/31/2018 INCREASE (DECREASE) | BALANCE NORMAL (ABNORMAL) | |
| Fund 272 - PEG COMMISSION | | | | | | |
| Revenues | | | | | | |
| Dept 000 | | | | | | |
| 272-000-581.000 | CONTRIBUTION FROM LOCAL UNITS | 8,800.00 | 0.00 | 0.00 | 8,800.00 | 0.00 |
| 272-000-679.000 | CABLE GRANT | 6,600.00 | 2,211.92 | 0.00 | 4,388.08 | 33.51 |
| Total Dept 000 | | 15,400.00 | 2,211.92 | 0.00 | 13,188.08 | 14.36 |
| TOTAL REVENUES | | 15,400.00 | 2,211.92 | 0.00 | 13,188.08 | 14.36 |
| Expenditures | | | | | | |
| Dept 000 | | | | | | |
| 272-000-752.000 | SUPPLIES - OPERATING | 1,345.00 | 0.00 | 0.00 | 1,345.00 | 0.00 |
| 272-000-801.000 | PROFESSIONAL & CONSULTING SER | 10,000.00 | 0.00 | 0.00 | 10,000.00 | 0.00 |
| 272-000-880.000 | MARKETING & PROMOTION | 3,000.00 | 0.00 | 0.00 | 3,000.00 | 0.00 |
| 272-000-931.000 | REPAIRS/MAINT - EQUIPMENT | 2,655.00 | 0.00 | 0.00 | 2,655.00 | 0.00 |
| 272-000-985.000 | CAPITAL OUTLAY | 2,000.00 | 0.00 | 0.00 | 2,000.00 | 0.00 |
| Total Dept 000 | | 19,000.00 | 0.00 | 0.00 | 19,000.00 | 0.00 |
| TOTAL EXPENDITURES | | 19,000.00 | 0.00 | 0.00 | 19,000.00 | 0.00 |
| Fund 272 - PEG COMMISSION: | | | | | | |
| TOTAL REVENUES | | 15,400.00 | 2,211.92 | 0.00 | 13,188.08 | 14.36 |
| TOTAL EXPENDITURES | | 19,000.00 | 0.00 | 0.00 | 19,000.00 | 0.00 |
| NET OF REVENUES & EXPENDITURES | | (3,600.00) | 2,211.92 | 0.00 | (5,811.92) | 61.44 |

PERIOD ENDING 12/31/2018

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

| GL NUMBER | DESCRIPTION | 2018-19 | | YTD BALANCE | ACTIVITY FOR | AVAILABLE | | % BGD USED |
|---|--|----------------|--------|--------------------------|--------------------------------|-----------|--------------|---------------|
| | | AMENDED BUDGET | NORMAL | 12/31/2018 (ABNORMAL) | MONTH 12/31/2018 (DECREASE) | NORMAL | (ABNORMAL) | |
| Fund 275 - GRANT MANAGEMENT FUND | | | | | | | | |
| Revenues | | | | | | | | |
| Dept 000 | | | | | | | | |
| 275-000-505.000 | FEDERAL GRANT - PUBLIC SAFETY | 0.00 | | 100,718.00 | 100,718.00 | | (100,718.00) | 100.00 |
| 275-000-582.000 | LOCAL GRANTS | 50,000.00 | | 0.00 | 0.00 | | 50,000.00 | 0.00 |
| 275-000-585.049 | 2011 CYCLE 2 SAFE ROUTE2SCHOO | 0.00 | | 0.00 | 10,602.41 | | 0.00 | 0.00 |
| Total Dept 000 | | 50,000.00 | | 100,718.00 | 111,320.41 | | (50,718.00) | 201.44 |
| TOTAL REVENUES | | 50,000.00 | | 100,718.00 | 111,320.41 | | (50,718.00) | 201.44 |
| Expenditures | | | | | | | | |
| Dept 901 - LOCAL REVENUE SHARING GRANTS | | | | | | | | |
| 275-901-965.001 | LRSB GRANT EXPENSE | 6,447.00 | | 0.00 | 0.00 | | 6,447.00 | 0.00 |
| 275-901-965.049 | 2011 CYCLE 2 SAFE ROUTE2SCHOO | 0.00 | | 10,602.41 | 10,602.41 | | (10,602.41) | 100.00 |
| 275-901-965.077 | 2018 CYCLE 1 - EVIDENCE LOCKER P.D. | 15,110.00 | | 7,055.00 | 0.00 | | 8,055.00 | 46.69 |
| 275-901-965.078 | 2018 CYCLE 1 - FEMA MATCH MON/EXT TOOLS | 11,466.00 | | 10,710.00 | 5,224.00 | | 756.00 | 93.41 |
| Total Dept 901 - LOCAL REVENUE SHARING GRANTS | | 33,023.00 | | 28,367.41 | 15,826.41 | | 4,655.59 | 85.90 |
| Dept 902 - OTHER GRANTS | | | | | | | | |
| 275-902-986.079 | 2018 CYCLE2-FD STRETCHER, BACKBD, BASKET | 5,356.00 | | 0.00 | 0.00 | | 5,356.00 | 0.00 |
| 275-902-986.080 | 2018 CYCLE2-PD TASERS, ACCESSORIES | 11,621.00 | | 0.00 | 0.00 | | 11,621.00 | 0.00 |
| 275-902-986.106 | FEMA HEART MONITOR\EXTRICATION EQUIP | 104,500.00 | | 59,317.94 | 59,317.94 | | 45,182.06 | 56.76 |
| Total Dept 902 - OTHER GRANTS | | 121,477.00 | | 59,317.94 | 59,317.94 | | 62,159.06 | 48.83 |
| TOTAL EXPENDITURES | | 154,500.00 | | 87,685.35 | 75,144.35 | | 66,814.65 | 56.75 |
| Fund 275 - GRANT MANAGEMENT FUND: | | | | | | | | |
| TOTAL REVENUES | | 50,000.00 | | 100,718.00 | 111,320.41 | | (50,718.00) | 201.44 |
| TOTAL EXPENDITURES | | 154,500.00 | | 87,685.35 | 75,144.35 | | 66,814.65 | 56.75 |
| NET OF REVENUES & EXPENDITURES | | (104,500.00) | | 13,032.65 | 36,176.06 | | (117,532.65) | 12.47 |

PERIOD ENDING 12/31/2018

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

| GL NUMBER | DESCRIPTION | 2018-19 | YTD BALANCE | ACTIVITY FOR | AVAILABLE | % BDGT USED |
|--------------------------------------|--------------------------------|----------------|---------------------------------|---|------------------------------|----------------|
| | | AMENDED BUDGET | 12/31/2018 NORMAL (ABNORMAL) | MONTH 12/31/2018 INCREASE (DECREASE) | BALANCE NORMAL (ABNORMAL) | |
| Fund 430 - CAPITAL IMPROVEMENT FUND | | | | | | |
| Revenues | | | | | | |
| Dept 000 | | | | | | |
| 430-000-699.000 | TRANSFERS IN | 591,042.00 | 300,000.00 | 0.00 | 291,042.00 | 50.76 |
| Total Dept 000 | | 591,042.00 | 300,000.00 | 0.00 | 291,042.00 | 50.76 |
| TOTAL REVENUES | | 591,042.00 | 300,000.00 | 0.00 | 291,042.00 | 50.76 |
| Expenditures | | | | | | |
| Dept 000 | | | | | | |
| 430-000-986.019 | MARINA BLDG NOTE SUPPORT | 65,000.00 | 65,000.00 | 65,000.00 | 0.00 | 100.00 |
| 430-000-986.029 | LOCAL STREETS | 254,000.00 | 0.00 | 0.00 | 254,000.00 | 0.00 |
| 430-000-986.035 | ACCOUNTING SOFTWARE FY17,18,1 | 15,500.00 | 15,500.00 | 0.00 | 0.00 | 100.00 |
| 430-000-986.036 | MAJOR STREETS | 50,000.00 | 0.00 | 0.00 | 50,000.00 | 0.00 |
| Total Dept 000 | | 384,500.00 | 80,500.00 | 65,000.00 | 304,000.00 | 20.94 |
| Dept 905 - DEBT SERVICE | | | | | | |
| 430-905-986.004 | RAMSDELL - HVAC NOTE | 80,850.00 | 80,850.00 | 26,375.00 | 0.00 | 100.00 |
| 430-905-991.000 | PRINCIPLE PORTION OF PAYMENTS | 42,328.00 | 42,327.59 | 0.00 | 0.41 | 100.00 |
| 430-905-992.012 | 2010 CAPITAL IMP BOND INTEREST | 29,783.00 | 15,288.51 | 0.00 | 14,494.49 | 51.33 |
| 430-905-992.202 | RAMSDELL THEATRE HVAC - INTERE | 28,100.00 | 28,100.00 | 28,100.00 | 0.00 | 100.00 |
| Total Dept 905 - DEBT SERVICE | | 181,061.00 | 166,566.10 | 54,475.00 | 14,494.90 | 91.99 |
| TOTAL EXPENDITURES | | 565,561.00 | 247,066.10 | 119,475.00 | 318,494.90 | 43.69 |
| Fund 430 - CAPITAL IMPROVEMENT FUND: | | | | | | |
| TOTAL REVENUES | | 591,042.00 | 300,000.00 | 0.00 | 291,042.00 | 50.76 |
| TOTAL EXPENDITURES | | 565,561.00 | 247,066.10 | 119,475.00 | 318,494.90 | 43.69 |
| NET OF REVENUES & EXPENDITURES | | 25,481.00 | 52,933.90 | (119,475.00) | (27,452.90) | 207.74 |

PERIOD ENDING 12/31/2018

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

| GL NUMBER | DESCRIPTION | 2018-19 | YTD BALANCE | ACTIVITY FOR | AVAILABLE | % BDGT USED |
|--------------------------------|------------------------------|----------------|---------------------------------|---|------------------------------|----------------|
| | | AMENDED BUDGET | 12/31/2018 NORMAL (ABNORMAL) | MONTH 12/31/2018 INCREASE (DECREASE) | BALANCE NORMAL (ABNORMAL) | |
| Fund 496 - RENAISSANCE PARK | | | | | | |
| Revenues | | | | | | |
| Dept 000 | | | | | | |
| 496-000-699.000 | TRANSFERS IN | 5,620.00 | 0.00 | 0.00 | 5,620.00 | 0.00 |
| Total Dept 000 | | 5,620.00 | 0.00 | 0.00 | 5,620.00 | 0.00 |
| TOTAL REVENUES | | 5,620.00 | 0.00 | 0.00 | 5,620.00 | 0.00 |
| Expenditures | | | | | | |
| Dept 000 | | | | | | |
| 496-000-991.002 | RENAISSANCE PARK - PRINCIPAL | 5,620.00 | 5,616.00 | 0.00 | 4.00 | 99.93 |
| Total Dept 000 | | 5,620.00 | 5,616.00 | 0.00 | 4.00 | 99.93 |
| TOTAL EXPENDITURES | | 5,620.00 | 5,616.00 | 0.00 | 4.00 | 99.93 |
| Fund 496 - RENAISSANCE PARK: | | | | | | |
| TOTAL REVENUES | | 5,620.00 | 0.00 | 0.00 | 5,620.00 | 0.00 |
| TOTAL EXPENDITURES | | 5,620.00 | 5,616.00 | 0.00 | 4.00 | 99.93 |
| NET OF REVENUES & EXPENDITURES | | 0.00 | (5,616.00) | 0.00 | 5,616.00 | 100.00 |

PERIOD ENDING 12/31/2018

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

| GL NUMBER | DESCRIPTION | 2018-19 | YTD BALANCE | ACTIVITY FOR | AVAILABLE | % BGD USED |
|--------------------------------|-------------------------------|----------------|-----------------------------------|---|------------------------------|---------------|
| | | AMENDED BUDGET | 12/31/2018 (NORMAL (ABNORMAL)) | MONTH 12/31/2018 INCREASE (DECREASE) | BALANCE NORMAL (ABNORMAL) | |
| Fund 501 - BOAT LAUNCH FUND | | | | | | |
| Revenues | | | | | | |
| Dept 000 | | | | | | |
| 501-000-642.000 | SALES | 37,000.00 | 20,933.00 | 160.00 | 16,067.00 | 56.58 |
| 501-000-665.000 | INVESTMENT - INTEREST | 50.00 | 0.00 | 0.00 | 50.00 | 0.00 |
| Total Dept 000 | | 37,050.00 | 20,933.00 | 160.00 | 16,117.00 | 56.50 |
| TOTAL REVENUES | | 37,050.00 | 20,933.00 | 160.00 | 16,117.00 | 56.50 |
| Expenditures | | | | | | |
| Dept 000 | | | | | | |
| 501-000-752.000 | SUPPLIES - OPERATING | 2,800.00 | 1,015.88 | 0.00 | 1,784.12 | 36.28 |
| 501-000-801.000 | PROFESSIONAL & CONSULTING SER | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| 501-000-803.000 | ADMINISTRATION | 2,600.00 | 2,600.00 | 0.00 | 0.00 | 100.00 |
| 501-000-850.000 | COMMUNICATIONS - PHONE | 480.00 | 239.94 | 79.98 | 240.06 | 49.99 |
| 501-000-880.000 | MARKETING & PROMOTION | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| 501-000-918.000 | UTILITIES - WATER | 2,500.00 | 1,114.98 | 299.84 | 1,385.02 | 44.60 |
| 501-000-920.000 | UTILITIES - ELECTRIC | 3,800.00 | 1,861.28 | 288.86 | 1,938.72 | 48.98 |
| 501-000-930.000 | REPAIRS/MAINT - BUILDINGS/LAN | 3,000.00 | 382.39 | 0.00 | 2,617.61 | 12.75 |
| 501-000-931.000 | REPAIRS/MAINT - EQUIPMENT | 500.00 | 0.00 | 0.00 | 500.00 | 0.00 |
| 501-000-960.000 | BANK CHARGES | 700.00 | 371.60 | 0.00 | 328.40 | 53.09 |
| Total Dept 000 | | 17,380.00 | 7,586.07 | 668.68 | 9,793.93 | 43.65 |
| Dept 905 - DEBT SERVICE | | | | | | |
| 501-905-991.203 | PRINCIPAL - INTERNAL LOAN | 13,419.00 | 0.00 | 0.00 | 13,419.00 | 0.00 |
| 501-905-992.203 | INTEREST - INTERNAL LOAN | 1,117.00 | 1,382.15 | 0.00 | (265.15) | 123.74 |
| Total Dept 905 - DEBT SERVICE | | 14,536.00 | 1,382.15 | 0.00 | 13,153.85 | 9.51 |
| TOTAL EXPENDITURES | | 31,916.00 | 8,968.22 | 668.68 | 22,947.78 | 28.10 |
| Fund 501 - BOAT LAUNCH FUND: | | | | | | |
| TOTAL REVENUES | | 37,050.00 | 20,933.00 | 160.00 | 16,117.00 | 56.50 |
| TOTAL EXPENDITURES | | 31,916.00 | 8,968.22 | 668.68 | 22,947.78 | 28.10 |
| NET OF REVENUES & EXPENDITURES | | 5,134.00 | 11,964.78 | (508.68) | (6,830.78) | 233.05 |

User: ebradford

PERIOD ENDING 12/31/2018

DB: Manistee

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

| GL NUMBER | DESCRIPTION | 2018-19 | YTD BALANCE | ACTIVITY FOR | AVAILABLE | % BDGT USED |
|----------------------------------|-------------------------------|----------------|---------------------------------|---|------------------------------|-------------|
| | | AMENDED BUDGET | 12/31/2018 NORMAL (ABNORMAL) | MONTH 12/31/2018 INCREASE (DECREASE) | BALANCE NORMAL (ABNORMAL) | |
| Fund 592 - WATER & SEWER UTILITY | | | | | | |
| Revenues | | | | | | |
| Dept 000 | | | | | | |
| 592-000-540.000 | STATE GRANT - OTHER | 205,000.00 | 83,606.86 | 60,992.49 | 121,393.14 | 40.78 |
| 592-000-613.000 | PENALTIES | 44,006.00 | 25,219.94 | 3,912.73 | 18,786.06 | 57.31 |
| 592-000-614.000 | WATER READY TO SERVE | 221,403.00 | 104,081.01 | 18,876.73 | 117,321.99 | 47.01 |
| 592-000-615.000 | SEWER READY TO SERVE | 628,927.00 | 294,363.52 | 53,174.07 | 334,563.48 | 46.80 |
| 592-000-616.000 | NEW SERVICE | 20,000.00 | 0.00 | 0.00 | 20,000.00 | 0.00 |
| 592-000-626.000 | CHARGE FOR SERVICE | 500.00 | 300.00 | 100.00 | 200.00 | 60.00 |
| 592-000-648.000 | SALES - WATER | 1,005,139.00 | 435,172.42 | 72,918.37 | 569,966.58 | 43.29 |
| 592-000-648.001 | SALES - WATER SPRINKLERS | 0.00 | 133,409.20 | 5,968.05 | (133,409.20) | 100.00 |
| 592-000-649.000 | SALES - SEWER | 2,145,098.00 | 909,903.83 | 141,067.58 | 1,235,194.17 | 42.42 |
| 592-000-650.000 | SALES - METERS | 6,500.00 | 2,879.47 | 2,184.00 | 3,620.53 | 44.30 |
| 592-000-665.000 | INVESTMENT - INTEREST | 12,000.00 | 24,180.89 | 3,420.10 | (12,180.89) | 201.51 |
| 592-000-667.000 | RENTAL INCOME | 106,971.00 | 69,482.89 | 52,450.90 | 37,488.11 | 64.95 |
| 592-000-667.020 | RENTAL - HYDRANT & TUNNEL | 21,600.00 | 10,800.00 | 0.00 | 10,800.00 | 50.00 |
| 592-000-672.000 | OTHER REVENUE | 9,000.00 | 3,524.07 | 375.00 | 5,475.93 | 39.16 |
| 592-000-676.000 | REIMBURSEMENT | 8,000.00 | (105.00) | 500.00 | 8,105.00 | (1.31) |
| 592-000-680.000 | CAPITAL COST RECOVERY | 23,855.00 | 10,999.98 | 1,987.95 | 12,855.02 | 46.11 |
| 592-000-687.000 | REFUNDS | 4,000.00 | 0.00 | 0.00 | 4,000.00 | 0.00 |
| 592-000-696.001 | BOND PROCEEDS USED | 2,245,000.00 | 0.00 | 0.00 | 2,245,000.00 | 0.00 |
| 592-000-699.000 | TRANSFERS IN | 391,042.00 | 0.00 | 0.00 | 391,042.00 | 0.00 |
| Total Dept 000 | | 7,098,041.00 | 2,107,819.08 | 417,927.97 | 4,990,221.92 | 29.70 |
| TOTAL REVENUES | | 7,098,041.00 | 2,107,819.08 | 417,927.97 | 4,990,221.92 | 29.70 |
| Expenditures | | | | | | |
| Dept 275 - GENERAL | | | | | | |
| 592-275-961.000 | UTILITY OWNERSHIP FEE | 190,000.00 | 97,530.82 | 16,176.83 | 92,469.18 | 51.33 |
| 592-275-995.000 | TRANSFERS OUT | 391,042.00 | 0.00 | 0.00 | 391,042.00 | 0.00 |
| Total Dept 275 - GENERAL | | 581,042.00 | 97,530.82 | 16,176.83 | 483,511.18 | 16.79 |
| Dept 541 - ADMINISTRATION | | | | | | |
| 592-541-702.000 | WAGES - FULL TIME | 122,503.00 | 56,539.83 | 9,423.30 | 65,963.17 | 46.15 |
| 592-541-708.000 | COSTS - SUTA | 617.00 | 0.00 | 0.00 | 617.00 | 0.00 |
| 592-541-709.000 | COSTS - SOCIAL SECURITY | 7,657.00 | 3,545.39 | 543.59 | 4,111.61 | 46.30 |
| 592-541-711.000 | COSTS - MEDICARE | 1,791.00 | 829.17 | 127.13 | 961.83 | 46.30 |
| 592-541-713.000 | WAGES - OVERTIME | 1,000.00 | 105.51 | 0.00 | 894.49 | 10.55 |
| 592-541-717.000 | COSTS - MERS CONTRIBUTION | 17,130.00 | 9,224.25 | 1,678.32 | 7,905.75 | 53.85 |
| 592-541-718.000 | COSTS - HEALTH INSURANCE | 23,405.00 | 11,453.82 | 1,985.37 | 11,951.18 | 48.94 |
| 592-541-718.001 | COSTS - HSA CONTRIBUTION | 6,000.00 | 6,000.00 | 0.00 | 0.00 | 100.00 |
| 592-541-718.002 | COSTS - DENTAL INSURANCE | 1,453.00 | 728.64 | 121.11 | 724.36 | 50.15 |
| 592-541-718.003 | COSTS - VISION / ANCILLIARY | 325.00 | 162.42 | 27.07 | 162.58 | 49.98 |
| 592-541-725.000 | COSTS - LIFE INSURANCE | 168.00 | 97.02 | 16.17 | 70.98 | 57.75 |
| 592-541-726.000 | COSTS - WORKERS COMPENSATION | 1,656.00 | 814.38 | 125.64 | 841.62 | 49.18 |
| 592-541-752.000 | SUPPLIES - OPERATING | 10,980.00 | 5,701.69 | 1,274.86 | 5,278.31 | 51.93 |
| 592-541-801.000 | PROFESSIONAL & CONSULTING SER | 5,000.00 | 0.00 | 0.00 | 5,000.00 | 0.00 |
| 592-541-802.000 | ATTORNEY | 2,500.00 | 0.00 | 0.00 | 2,500.00 | 0.00 |
| 592-541-803.000 | ADMINISTRATION | 375,000.00 | 185,561.18 | 30,986.92 | 189,438.82 | 49.48 |
| 592-541-850.000 | COMMUNICATIONS - PHONE | 10,800.00 | 3,272.51 | 613.64 | 7,527.49 | 30.30 |
| 592-541-853.000 | COMMUNICATIONS - CELL PHONES | 1,400.00 | 442.78 | 442.78 | 957.22 | 31.63 |

User: ebradford

PERIOD ENDING 12/31/2018

DB: Manistee

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

| GL NUMBER | DESCRIPTION | 2018-19 | | YTD BALANCE | ACTIVITY FOR | AVAILABLE | | % BDGT USED |
|----------------------------------|-------------------------------|----------------|--------|-----------------------|--------------------------------------|-----------|--------------------|-------------|
| | | AMENDED BUDGET | NORMAL | 12/31/2018 (ABNORMAL) | MONTH 12/31/2018 INCREASE (DECREASE) | NORMAL | BALANCE (ABNORMAL) | |
| Fund 592 - WATER & SEWER UTILITY | | | | | | | | |
| Expenditures | | | | | | | | |
| 592-541-900.000 | PRINTING & PUBLISHING | 7,100.00 | | 2,558.90 | 0.00 | | 4,541.10 | 36.04 |
| 592-541-913.000 | TRAVEL & TRAINING | 2,000.00 | | 0.00 | 0.00 | | 2,000.00 | 0.00 |
| 592-541-915.000 | MEMBERSHIPS & DUES | 150.00 | | (83.00) | 0.00 | | 233.00 | (55.33) |
| 592-541-933.000 | SOFTWARE AGREE / COPIER MAINT | 3,950.00 | | 540.91 | 127.60 | | 3,409.09 | 13.69 |
| 592-541-960.000 | BANK CHARGES | 4,000.00 | | 160.25 | 0.00 | | 3,839.75 | 4.01 |
| 592-541-985.000 | CAPITAL OUTLAY | 7,000.00 | | 6,000.00 | 0.00 | | 1,000.00 | 85.71 |
| Total Dept 541 - ADMINISTRATION | | 613,585.00 | | 293,655.65 | 47,493.50 | | 319,929.35 | 47.86 |
| Dept 542 - WATER OPERATION | | | | | | | | |
| 592-542-702.000 | WAGES - FULL TIME | 139,250.00 | | 59,850.74 | 10,766.41 | | 79,399.26 | 42.98 |
| 592-542-708.000 | COSTS - SUTA | 926.00 | | 0.00 | 0.00 | | 926.00 | 0.00 |
| 592-542-709.000 | COSTS - SOCIAL SECURITY | 10,387.00 | | 4,448.90 | 757.95 | | 5,938.10 | 42.83 |
| 592-542-711.000 | COSTS - MEDICARE | 2,429.00 | | 1,040.48 | 177.27 | | 1,388.52 | 42.84 |
| 592-542-713.000 | WAGES - OVERTIME | 9,000.00 | | 3,144.68 | 610.71 | | 5,855.32 | 34.94 |
| 592-542-713.001 | WAGES - 2E STANDBY PAY | 17,363.00 | | 8,044.07 | 1,332.08 | | 9,318.93 | 46.33 |
| 592-542-717.000 | COSTS - MERS CONTRIBUTION | 7,436.00 | | 3,598.50 | 564.29 | | 3,837.50 | 48.39 |
| 592-542-718.000 | COSTS - HEALTH INSURANCE | 46,415.00 | | 19,159.67 | 3,320.61 | | 27,255.33 | 41.28 |
| 592-542-718.001 | COSTS - HSA CONTRIBUTION | 9,000.00 | | 9,000.00 | 0.00 | | 0.00 | 100.00 |
| 592-542-718.002 | COSTS - DENTAL INSURANCE | 2,422.00 | | 1,214.28 | 201.84 | | 1,207.72 | 50.14 |
| 592-542-718.003 | COSTS - VISION / ANCILLIARY | 626.00 | | 312.84 | 52.14 | | 313.16 | 49.97 |
| 592-542-721.000 | COSTS - UNIFORM/CLEANING ALLO | 3,330.00 | | 978.19 | 177.55 | | 2,351.81 | 29.38 |
| 592-542-723.000 | COSTS - RETIREE HEALTH CARE | 0.00 | | 452.11 | 0.00 | | (452.11) | 100.00 |
| 592-542-725.000 | COSTS - LIFE INSURANCE | 288.00 | | 166.32 | 27.72 | | 121.68 | 57.75 |
| 592-542-726.000 | COSTS - WORKERS COMPENSATION | 6,227.00 | | 2,674.28 | 454.78 | | 3,552.72 | 42.95 |
| 592-542-727.000 | WAGES - HOL/VAC/SICK SELBACK | 1,500.00 | | 458.06 | 458.06 | | 1,041.94 | 30.54 |
| 592-542-752.000 | SUPPLIES - OPERATING | 5,500.00 | | 3,678.14 | 1,510.47 | | 1,821.86 | 66.88 |
| 592-542-753.000 | SUPPLIES - CHEMICALS | 25,500.00 | | 1,462.40 | 0.00 | | 24,037.60 | 5.73 |
| 592-542-754.000 | SUPPLIES - METERS | 47,000.00 | | 2,763.73 | 0.00 | | 44,236.27 | 5.88 |
| 592-542-770.000 | VEHICLE GAS / DIESEL | 7,200.00 | | 2,109.85 | 233.86 | | 5,090.15 | 29.30 |
| 592-542-801.000 | PROFESSIONAL & CONSULTING SER | 21,500.00 | | 2,000.00 | 0.00 | | 19,500.00 | 9.30 |
| 592-542-824.000 | LAB TESTING | 13,500.00 | | 1,716.30 | 16.13 | | 11,783.70 | 12.71 |
| 592-542-913.000 | TRAVEL & TRAINING | 4,000.00 | | 540.00 | 540.00 | | 3,460.00 | 13.50 |
| 592-542-915.000 | MEMBERSHIPS & DUES | 600.00 | | 95.00 | 95.00 | | 505.00 | 15.83 |
| 592-542-920.000 | UTILITIES - ELECTRIC | 72,000.00 | | 32,937.26 | 4,919.72 | | 39,062.74 | 45.75 |
| 592-542-930.000 | REPAIRS/MAINT - BUILDINGS/LAN | 5,000.00 | | 1,211.00 | 0.00 | | 3,789.00 | 24.22 |
| 592-542-931.000 | REPAIRS/MAINT - EQUIPMENT | 98,500.00 | | 7,776.98 | 351.45 | | 90,723.02 | 7.90 |
| 592-542-932.000 | REPAIRS/MAINT - VEHICLES | 1,500.00 | | 739.50 | 0.00 | | 760.50 | 49.30 |
| 592-542-933.000 | SOFTWARE AGREE / COPIER MAINT | 5,000.00 | | 1,312.50 | 0.00 | | 3,687.50 | 26.25 |
| 592-542-935.000 | INSURANCE | 6,000.00 | | 4,582.33 | 0.00 | | 1,417.67 | 76.37 |
| 592-542-957.000 | MOTOR POOL | 50,000.00 | | 25,000.02 | 4,166.67 | | 24,999.98 | 50.00 |
| 592-542-985.000 | CAPITAL OUTLAY | 9,400.00 | | 0.00 | 0.00 | | 9,400.00 | 0.00 |
| Total Dept 542 - WATER OPERATION | | 628,799.00 | | 202,468.13 | 30,734.71 | | 426,330.87 | 32.20 |
| Dept 543 - SEWER - WWTP | | | | | | | | |
| 592-543-702.000 | WAGES - FULL TIME | 128,454.00 | | 58,271.63 | 9,076.80 | | 70,182.37 | 45.36 |
| 592-543-708.000 | COSTS - SUTA | 926.00 | | 0.00 | 0.00 | | 926.00 | 0.00 |
| 592-543-709.000 | COSTS - SOCIAL SECURITY | 8,814.00 | | 3,929.82 | 626.43 | | 4,884.18 | 44.59 |
| 592-543-711.000 | COSTS - MEDICARE | 2,061.00 | | 919.06 | 146.50 | | 1,141.94 | 44.59 |
| 592-543-713.000 | WAGES - OVERTIME | 12,000.00 | | 3,230.67 | 964.08 | | 8,769.33 | 26.92 |

User: ebradford

PERIOD ENDING 12/31/2018

DB: Manistee

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

| GL NUMBER | DESCRIPTION | 2018-19 | YTD BALANCE | ACTIVITY FOR | AVAILABLE | % BDGT USED |
|--|-------------------------------|-------------------|-----------------------------------|---|--------------------------------|--------------|
| | | AMENDED BUDGET | 12/31/2018 (NORMAL (ABNORMAL)) | MONTH 12/31/2018 (INCREASE (DECREASE)) | BALANCE (NORMAL (ABNORMAL)) | |
| Fund 592 - WATER & SEWER UTILITY | | | | | | |
| Expenditures | | | | | | |
| 592-543-713.001 | WAGES - 2E STANDBY PAY | 1,200.00 | 745.44 | 0.00 | 454.56 | 62.12 |
| 592-543-717.000 | COSTS - MERS CONTRIBUTION | 6,072.00 | 3,017.16 | 396.60 | 3,054.84 | 49.69 |
| 592-543-718.000 | COSTS - HEALTH INSURANCE | 27,666.00 | 11,322.94 | 132.92 | 16,343.06 | 40.93 |
| 592-543-718.001 | COSTS - HSA CONTRIBUTION | 7,500.00 | 7,500.00 | 0.00 | 0.00 | 100.00 |
| 592-543-718.002 | COSTS - DENTAL INSURANCE | 1,722.00 | 728.96 | 8.97 | 993.04 | 42.33 |
| 592-543-718.003 | COSTS - VISION / ANCILLIARY | 401.00 | 183.14 | 16.04 | 217.86 | 45.67 |
| 592-543-721.000 | COSTS - UNIFORM/CLEANING ALLO | 2,920.00 | 1,233.16 | 123.84 | 1,686.84 | 42.23 |
| 592-543-723.000 | COSTS - RETIREE HEALTH CARE | 2,500.00 | 1,721.35 | 250.00 | 778.65 | 68.85 |
| 592-543-725.000 | COSTS - LIFE INSURANCE | 288.00 | 157.08 | 18.48 | 130.92 | 54.54 |
| 592-543-726.000 | COSTS - WORKERS COMPENSATION | 2,876.00 | 1,250.14 | 189.63 | 1,625.86 | 43.47 |
| 592-543-727.000 | WAGES - HOL/VAC/SICK SELLBACK | 2,000.00 | 324.48 | 324.48 | 1,675.52 | 16.22 |
| 592-543-752.000 | SUPPLIES - OPERATING | 28,700.00 | 19,874.84 | 7,550.44 | 8,825.16 | 69.25 |
| 592-543-753.000 | SUPPLIES - CHEMICALS | 26,500.00 | 6,187.26 | 0.00 | 20,312.74 | 23.35 |
| 592-543-770.000 | VEHICLE GAS / DIESEL | 3,600.00 | 1,538.00 | 179.02 | 2,062.00 | 42.72 |
| 592-543-801.000 | PROFESSIONAL & CONSULTING SER | 24,700.00 | 20,906.75 | 0.00 | 3,793.25 | 84.64 |
| 592-543-824.000 | LAB TESTING | 5,000.00 | 3,489.27 | 1,843.00 | 1,510.73 | 69.79 |
| 592-543-913.000 | TRAVEL & TRAINING | 4,000.00 | 2,221.17 | 573.42 | 1,778.83 | 55.53 |
| 592-543-915.000 | MEMBERSHIPS & DUES | 400.00 | 355.00 | 0.00 | 45.00 | 88.75 |
| 592-543-920.000 | UTILITIES - ELECTRIC | 130,000.00 | 65,957.46 | 11,769.88 | 64,042.54 | 50.74 |
| 592-543-921.000 | UTILITIES - NATURAL GAS | 16,000.00 | 5,619.71 | 1,530.08 | 10,380.29 | 35.12 |
| 592-543-930.000 | REPAIRS/MAINT - BUILDINGS/LAN | 35,000.00 | 15,196.29 | 286.27 | 19,803.71 | 43.42 |
| 592-543-931.000 | REPAIRS/MAINT - EQUIPMENT | 173,500.00 | 152,845.83 | 10,245.81 | 20,654.17 | 88.10 |
| 592-543-932.000 | REPAIRS/MAINT - VEHICLES | 2,000.00 | 178.99 | 0.00 | 1,821.01 | 8.95 |
| 592-543-933.000 | SOFTWARE AGREE / COPIER MAINT | 950.00 | 340.00 | 0.00 | 610.00 | 35.79 |
| 592-543-935.000 | INSURANCE | 21,000.00 | 12,809.16 | 0.00 | 8,190.84 | 61.00 |
| 592-543-957.000 | MOTOR POOL | 50,000.00 | 25,000.02 | 4,166.67 | 24,999.98 | 50.00 |
| 592-543-985.000 | CAPITAL OUTLAY | 7,300.00 | 7,218.60 | 7,218.60 | 81.40 | 98.88 |
| Total Dept 543 - SEWER - WWTP | | 736,050.00 | 434,273.38 | 57,637.96 | 301,776.62 | 59.00 |
| Dept 544 - SEWER COLLECTION (STREETS) | | | | | | |
| 592-544-702.000 | WAGES - FULL TIME | 84,822.00 | 38,966.60 | 6,524.81 | 45,855.40 | 45.94 |
| 592-544-708.000 | COSTS - SUTA | 617.00 | 0.00 | 0.00 | 617.00 | 0.00 |
| 592-544-709.000 | COSTS - SOCIAL SECURITY | 5,600.00 | 2,545.06 | 393.83 | 3,054.94 | 45.45 |
| 592-544-711.000 | COSTS - MEDICARE | 1,310.00 | 595.22 | 92.11 | 714.78 | 45.44 |
| 592-544-713.000 | WAGES - OVERTIME | 5,000.00 | 886.78 | 178.23 | 4,113.22 | 17.74 |
| 592-544-717.000 | COSTS - MERS CONTRIBUTION | 3,045.00 | 1,346.58 | 209.13 | 1,698.42 | 44.22 |
| 592-544-718.000 | COSTS - HEALTH INSURANCE | 17,308.00 | 8,469.41 | 1,468.16 | 8,838.59 | 48.93 |
| 592-544-718.001 | COSTS - HSA CONTRIBUTION | 4,500.00 | 4,500.00 | 0.00 | 0.00 | 100.00 |
| 592-544-718.002 | COSTS - DENTAL INSURANCE | 1,076.00 | 539.64 | 89.70 | 536.36 | 50.15 |
| 592-544-718.003 | COSTS - VISION / ANCILLIARY | 285.00 | 142.38 | 23.73 | 142.62 | 49.96 |
| 592-544-721.000 | COSTS - UNIFORM/CLEANING ALLO | 1,620.00 | 492.22 | 41.34 | 1,127.78 | 30.38 |
| 592-544-725.000 | COSTS - LIFE INSURANCE | 192.00 | 110.88 | 18.48 | 81.12 | 57.75 |
| 592-544-726.000 | COSTS - WORKERS COMPENSATION | 1,823.00 | 801.73 | 125.07 | 1,021.27 | 43.98 |
| 592-544-727.000 | WAGES - HOL/VAC/SICK SELLBACK | 2,000.00 | 0.00 | 0.00 | 2,000.00 | 0.00 |
| 592-544-752.000 | SUPPLIES - OPERATING | 3,500.00 | 1,336.58 | 413.89 | 2,163.42 | 38.19 |
| 592-544-753.000 | SUPPLIES - CHEMICALS | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 0.00 |
| 592-544-801.000 | PROFESSIONAL & CONSULTING SER | 35,000.00 | 0.00 | 0.00 | 35,000.00 | 0.00 |
| 592-544-913.000 | TRAVEL & TRAINING | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 0.00 |
| 592-544-931.000 | REPAIRS/MAINT - EQUIPMENT | 35,500.00 | 1,185.55 | 24.99 | 34,314.45 | 3.34 |
| 592-544-932.000 | REPAIRS/MAINT - VEHICLES | 2,000.00 | 96.59 | 0.00 | 1,903.41 | 4.83 |
| 592-544-957.000 | MOTOR POOL | 50,000.00 | 25,000.02 | 4,166.67 | 24,999.98 | 50.00 |
| 592-544-985.000 | CAPITAL OUTLAY | 7,500.00 | 0.00 | 0.00 | 7,500.00 | 0.00 |

User: ebradford

DB: Manistee

PERIOD ENDING 12/31/2018

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

| GL NUMBER | DESCRIPTION | YTD BALANCE | | ACTIVITY FOR | | AVAILABLE | | % BDGT USED |
|--|--|---------------------------|---------------------------------|---|------------------------------|-----------|--|----------------|
| | | 2018-19 AMENDED BUDGET | 12/31/2018 NORMAL (ABNORMAL) | MONTH 12/31/2018 INCREASE (DECREASE) | BALANCE NORMAL (ABNORMAL) | | | |
| Fund 592 - WATER & SEWER UTILITY | | | | | | | | |
| Expenditures | | | | | | | | |
| Total Dept 544 - SEWER COLLECTION (STREETS) | | 264,698.00 | 87,015.24 | 13,770.14 | 177,682.76 | 32.87 | | |
| Dept 902 - OTHER GRANTS | | | | | | | | |
| 592-902-947.000 | SAW GRANT EXPENSE | 230,000.00 | 112,507.81 | 0.00 | 117,492.19 | 48.92 | | |
| 592-902-947.001 | 2018 WATER PILOT GRANT | 331,000.00 | 34,470.84 | 2,841.75 | 296,529.16 | 10.41 | | |
| Total Dept 902 - OTHER GRANTS | | 561,000.00 | 146,978.65 | 2,841.75 | 414,021.35 | 26.20 | | |
| Dept 903 - CAPITAL OUTLAY - OVER \$5,000 | | | | | | | | |
| 592-903-985.000 | CAPITAL OUTLAY | 1,360,000.00 | 0.00 | 0.00 | 1,360,000.00 | 0.00 | | |
| 592-903-987.016 | 2018 TWELFTH ST SEWER MAIN | 110,000.00 | 107,905.98 | 0.00 | 2,094.02 | 98.10 | | |
| 592-903-987.017 | 2018 CAP BASIS OF DESIGN PROJECT 047 | 305,000.00 | 217,501.40 | 11,133.00 | 87,498.60 | 71.31 | | |
| 592-903-987.018 | 2018 COLLECT SYSTEM REHAB PILOT PROJ 049 | 500,000.00 | 440,180.86 | 198,324.00 | 59,819.14 | 88.04 | | |
| 592-903-987.019 | WASTEWATER IMPROVEMENTS PHASE I 070 | 200,000.00 | 34,473.25 | 34,473.25 | 165,526.75 | 17.24 | | |
| 592-903-987.021 | WASTEWATER IMPROVEMENTS PHASE II 071 | 200,000.00 | 22,215.50 | 22,215.50 | 177,784.50 | 11.11 | | |
| Total Dept 903 - CAPITAL OUTLAY - OVER \$5,000 | | 2,675,000.00 | 822,276.99 | 266,145.75 | 1,852,723.01 | 30.74 | | |
| Dept 905 - DEBT SERVICE | | | | | | | | |
| 592-905-960.000 | BANK CHARGES | 2,500.00 | 750.00 | 750.00 | 1,750.00 | 30.00 | | |
| 592-905-991.000 | PRINCIPLE PORTION OF PAYMENTS | 1,375,259.00 | 0.00 | 0.00 | 1,375,259.00 | 0.00 | | |
| 592-905-992.005 | 1998 B SRF BOND INTEREST | 1,856.00 | 1,856.25 | 0.00 | (0.25) | 100.01 | | |
| 592-905-992.007 | 1999 B SRF BOND INTEREST | 8,813.00 | 5,250.00 | 0.00 | 3,563.00 | 59.57 | | |
| 592-905-992.009 | 2006 SRF BOND INTEREST | 21,649.00 | 10,824.69 | 0.00 | 10,824.31 | 50.00 | | |
| 592-905-992.010 | 2010 SRF BOND INTEREST | 11,152.00 | 5,763.44 | 0.00 | 5,388.56 | 51.68 | | |
| 592-905-992.011 | 2010 DWRFBOND INTEREST | 7,875.00 | 4,062.50 | 0.00 | 3,812.50 | 51.59 | | |
| 592-905-992.012 | 2010 CAPITAL IMP BOND INTERES | 112,764.00 | 57,884.61 | 0.00 | 54,879.39 | 51.33 | | |
| 592-905-992.013 | 2011 SRF BOND INTEREST | 23,269.00 | 11,634.68 | 0.00 | 11,634.32 | 50.00 | | |
| 592-905-992.014 | 2011 DWRFBOND INTEREST | 7,814.00 | 3,906.94 | 0.00 | 3,907.06 | 50.00 | | |
| 592-905-992.015 | 2015 W/S REVENUE BOND - INT | 86,750.00 | 43,375.00 | 0.00 | 43,375.00 | 50.00 | | |
| 592-905-992.016 | 2017 W/S REVENUE & REFUNDING - INTEREST | 95,872.00 | 51,136.00 | 0.00 | 44,736.00 | 53.34 | | |
| Total Dept 905 - DEBT SERVICE | | 1,755,573.00 | 196,444.11 | 750.00 | 1,559,128.89 | 11.19 | | |
| TOTAL EXPENDITURES | | 7,815,747.00 | 2,280,642.97 | 435,550.64 | 5,535,104.03 | 29.18 | | |
| Fund 592 - WATER & SEWER UTILITY: | | | | | | | | |
| TOTAL REVENUES | | 7,098,041.00 | 2,107,819.08 | 417,927.97 | 4,990,221.92 | 29.70 | | |
| TOTAL EXPENDITURES | | 7,815,747.00 | 2,280,642.97 | 435,550.64 | 5,535,104.03 | 29.18 | | |
| NET OF REVENUES & EXPENDITURES | | (717,706.00) | (172,823.89) | (17,622.67) | (544,882.11) | 24.08 | | |

PERIOD ENDING 12/31/2018

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

| GL NUMBER | DESCRIPTION | 2018-19 | YTD BALANCE | ACTIVITY FOR | AVAILABLE | % BGD USED |
|--------------------------------------|-------------------------------|-------------------|---------------------------------|---|------------------------------|---------------|
| | | AMENDED BUDGET | 12/31/2018 NORMAL (ABNORMAL) | MONTH 12/31/2018 INCREASE (DECREASE) | BALANCE NORMAL (ABNORMAL) | |
| Fund 594 - MARINA FUND | | | | | | |
| Revenues | | | | | | |
| Dept 000 | | | | | | |
| 594-000-642.000 | SALES | 2,500.00 | 1,360.00 | 0.00 | 1,140.00 | 54.40 |
| 594-000-645.000 | SALES - FUEL | 90,000.00 | 70,307.33 | 0.00 | 19,692.67 | 78.12 |
| 594-000-646.000 | SALES - DOCKAGE | 73,000.00 | 30,518.00 | 0.00 | 42,482.00 | 41.81 |
| 594-000-665.000 | INVESTMENT - INTEREST | 50.00 | 0.00 | 0.00 | 50.00 | 0.00 |
| 594-000-667.000 | RENTAL INCOME | 7,500.00 | 5,160.00 | 150.00 | 2,340.00 | 68.80 |
| 594-000-672.000 | OTHER REVENUE | 0.00 | 80.00 | 0.00 | (80.00) | 100.00 |
| 594-000-687.000 | REFUNDS | 0.00 | 587.54 | 0.00 | (587.54) | 100.00 |
| 594-000-698.000 | INSURANCE SETTLEMENT | 0.00 | 22,170.79 | 22,170.79 | (22,170.79) | 100.00 |
| 594-000-699.000 | TRANSFERS IN | 65,000.00 | 65,000.00 | 65,000.00 | 0.00 | 100.00 |
| Total Dept 000 | | 238,050.00 | 195,183.66 | 87,320.79 | 42,866.34 | 81.99 |
| TOTAL REVENUES | | 238,050.00 | 195,183.66 | 87,320.79 | 42,866.34 | 81.99 |
| Expenditures | | | | | | |
| Dept 000 | | | | | | |
| 594-000-704.000 | WAGES - PART-TIME | 25,000.00 | 13,265.13 | 0.00 | 11,734.87 | 53.06 |
| 594-000-708.000 | COSTS - SUTA | 864.00 | 526.34 | 0.00 | 337.66 | 60.92 |
| 594-000-709.000 | COSTS - SOCIAL SECURITY | 1,562.00 | 951.44 | 0.00 | 610.56 | 60.91 |
| 594-000-711.000 | COSTS - MEDICARE | 365.00 | 222.52 | 0.00 | 142.48 | 60.96 |
| 594-000-713.000 | WAGES - OVERTIME | 200.00 | 0.00 | 0.00 | 200.00 | 0.00 |
| 594-000-726.000 | COSTS - WORKERS COMPENSATION | 859.00 | 476.84 | 0.00 | 382.16 | 55.51 |
| 594-000-752.000 | SUPPLIES - OPERATING | 5,500.00 | 2,069.60 | 445.65 | 3,430.40 | 37.63 |
| 594-000-760.000 | SUPPLIES - GASOLINE | 60,000.00 | 37,382.41 | 0.00 | 22,617.59 | 62.30 |
| 594-000-761.000 | SUPPLIES - DIESEL FUEL | 20,000.00 | 25,934.42 | 0.00 | (5,934.42) | 129.67 |
| 594-000-801.000 | PROFESSIONAL & CONSULTING SER | 1,000.00 | 0.00 | 0.00 | 1,000.00 | 0.00 |
| 594-000-803.000 | ADMINISTRATION | 11,753.00 | 5,926.50 | 0.00 | 5,826.50 | 50.43 |
| 594-000-880.000 | MARKETING & PROMOTION | 4,000.00 | 425.00 | 0.00 | 3,575.00 | 10.63 |
| 594-000-918.000 | UTILITIES - WATER | 7,200.00 | 8,845.56 | 357.24 | (1,645.56) | 122.86 |
| 594-000-920.000 | UTILITIES - ELECTRIC | 11,000.00 | 4,976.29 | 910.75 | 6,023.71 | 45.24 |
| 594-000-921.000 | UTILITIES - NATURAL GAS | 4,000.00 | 905.10 | 390.27 | 3,094.90 | 22.63 |
| 594-000-930.000 | REPAIRS/MAINT - BUILDINGS/LAN | 12,500.00 | 4,425.69 | 0.00 | 8,074.31 | 35.41 |
| 594-000-930.001 | REPAIRS/MAINT - SEICHE DAMAGE | 0.00 | 13,055.19 | 1,602.00 | (13,055.19) | 100.00 |
| 594-000-931.000 | REPAIRS/MAINT - EQUIPMENT | 1,500.00 | 2,560.73 | 198.23 | (1,060.73) | 170.72 |
| 594-000-935.000 | INSURANCE | 1,750.00 | 765.25 | 0.00 | 984.75 | 43.73 |
| 594-000-958.000 | SALES TAX | 6,000.00 | 11,301.61 | 0.00 | (5,301.61) | 188.36 |
| 594-000-960.000 | BANK CHARGES | 6,000.00 | 3,573.16 | 0.00 | 2,426.84 | 59.55 |
| Total Dept 000 | | 181,053.00 | 137,588.78 | 3,904.14 | 43,464.22 | 75.99 |
| Dept 905 - DEBT SERVICE | | | | | | |
| 594-905-991.201 | MARINA BLDG - PRINCIPAL | 25,095.00 | 0.00 | 0.00 | 25,095.00 | 0.00 |
| 594-905-991.203 | PRINCIPAL - INTERNAL LOAN | 26,594.00 | 0.00 | 0.00 | 26,594.00 | 0.00 |
| 594-905-992.201 | MARINA BLDG - INTEREST | 7,292.00 | 8,079.44 | 8,079.44 | (787.44) | 110.80 |
| 594-905-992.203 | INTEREST - INTERNAL LOAN | 3,993.00 | 4,518.94 | 0.00 | (525.94) | 113.17 |
| Total Dept 905 - DEBT SERVICE | | 62,974.00 | 12,598.38 | 8,079.44 | 50,375.62 | 20.01 |
| TOTAL EXPENDITURES | | 244,027.00 | 150,187.16 | 11,983.58 | 93,839.84 | 61.55 |

REVENUE AND EXPENDITURE REPORT FOR MANISTEE CITY

PERIOD ENDING 12/31/2018

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

| GL NUMBER | DESCRIPTION | 2018-19 | YTD BALANCE | ACTIVITY FOR | AVAILABLE | % BDGT USED |
|-------------------------|--------------------------------|----------------|---------------------------------|---|------------------------------|----------------|
| | | AMENDED BUDGET | 12/31/2018 NORMAL (ABNORMAL) | MONTH 12/31/2018 INCREASE (DECREASE) | BALANCE NORMAL (ABNORMAL) | |
| Fund 594 - MARINA FUND | | | | | | |
| Fund 594 - MARINA FUND: | | | | | | |
| | TOTAL REVENUES | 238,050.00 | 195,183.66 | 87,320.79 | 42,866.34 | 81.99 |
| | TOTAL EXPENDITURES | 244,027.00 | 150,187.16 | 11,983.58 | 93,839.84 | 61.55 |
| | NET OF REVENUES & EXPENDITURES | (5,977.00) | 44,996.50 | 75,337.21 | (50,973.50) | 752.83 |

PERIOD ENDING 12/31/2018

*NOTE: Available Balance / Pct Budget Used does not reflect amounts encumbered.

| GL NUMBER | DESCRIPTION | 2018-19 | | YTD BALANCE | ACTIVITY FOR | AVAILABLE | | % BGDG USED |
|--------------------------------|-------------------------------|----------------|--------|--------------------------|--------------------------------|--------------|--------------------|----------------|
| | | AMENDED BUDGET | NORMAL | 12/31/2018 (ABNORMAL) | MONTH 12/31/2018 (DECREASE) | NORMAL | (ABNORMAL) BALANCE | |
| Fund 661 - MOTOR POOL FUND | | | | | | | | |
| Revenues | | | | | | | | |
| Dept 000 | | | | | | | | |
| 661-000-642.000 | SALES | 0.00 | | 15,000.00 | | 15,000.00 | (15,000.00) | 100.00 |
| 661-000-665.000 | INVESTMENT - INTEREST | 3,000.00 | | 4,089.67 | | 740.27 | (1,089.67) | 136.32 |
| 661-000-670.003 | EQUIPMENT RENTAL - FIRE | 64,818.00 | | 32,407.86 | | 5,401.50 | 32,410.14 | 50.00 |
| 661-000-670.004 | EQUIPMENT RENTAL - PARKS | 37,636.00 | | 18,818.97 | | 3,136.33 | 18,817.03 | 50.00 |
| 661-000-670.005 | EQUIPMENT RENTAL - POLICE | 32,409.00 | | 16,204.74 | | 2,700.75 | 16,204.26 | 50.00 |
| 661-000-670.006 | EQUIPMENT RENTAL - PUBLIC WOR | 75,000.00 | | 37,500.00 | | 6,250.00 | 37,500.00 | 50.00 |
| 661-000-670.007 | EQUIPMENT RENTAL - STREETSEWE | 50,000.00 | | 24,999.99 | | 4,166.67 | 25,000.01 | 50.00 |
| 661-000-670.008 | EQUIPMENT RENTAL - WATER | 50,000.00 | | 24,999.99 | | 4,166.67 | 25,000.01 | 50.00 |
| 661-000-670.009 | EQUIPMENT RENTAL - WWTP | 50,000.00 | | 24,999.99 | | 4,166.67 | 25,000.01 | 50.00 |
| 661-000-675.000 | SALE OF ASSET | 5,000.00 | | 0.00 | | 0.00 | 5,000.00 | 0.00 |
| 661-000-696.000 | BOND/NOTE PROCEEDS | 0.00 | | 0.00 | | (660,000.00) | 0.00 | 0.00 |
| Total Dept 000 | | 367,863.00 | | 199,021.21 | | (614,271.14) | 168,841.79 | 54.10 |
| TOTAL REVENUES | | 367,863.00 | | 199,021.21 | | (614,271.14) | 168,841.79 | 54.10 |
| Expenditures | | | | | | | | |
| Dept 000 | | | | | | | | |
| 661-000-935.000 | INSURANCE | 35,000.00 | | 38,765.50 | | 0.00 | (3,765.50) | 110.76 |
| 661-000-981.101 | DPW - PLOW TRUCKS | 115,641.00 | | 0.00 | | (112,138.00) | 115,641.00 | 0.00 |
| 661-000-981.106 | DPW - LOADER | 143,622.00 | | 36,538.30 | | (178,475.00) | 107,083.70 | 25.44 |
| 661-000-981.201 | PARKS - MOWERS | 12,000.00 | | 0.00 | | 0.00 | 12,000.00 | 0.00 |
| 661-000-981.301 | POLICE - PATROL CAR | 48,000.00 | | 1,401.02 | | 0.00 | 46,598.98 | 2.92 |
| 661-000-981.402 | FIRE - RESCUE AMBULANCE | 29,000.00 | | 29,000.00 | | 0.00 | 0.00 | 100.00 |
| 661-000-981.501 | WATER - PICKUP | 0.00 | | 0.00 | | (42,861.00) | 0.00 | 0.00 |
| 661-000-981.503 | WWTP - PICKUP | 30,600.00 | | 30,728.00 | | 30,728.00 | (128.00) | 100.42 |
| 661-000-981.504 | WS - VACTOR | 67,881.00 | | 0.00 | | (403,653.00) | 67,881.00 | 0.00 |
| Total Dept 000 | | 481,744.00 | | 136,432.82 | | (706,399.00) | 345,311.18 | 28.32 |
| TOTAL EXPENDITURES | | 481,744.00 | | 136,432.82 | | (706,399.00) | 345,311.18 | 28.32 |
| Fund 661 - MOTOR POOL FUND: | | | | | | | | |
| TOTAL REVENUES | | 367,863.00 | | 199,021.21 | | (614,271.14) | 168,841.79 | 54.10 |
| TOTAL EXPENDITURES | | 481,744.00 | | 136,432.82 | | (706,399.00) | 345,311.18 | 28.32 |
| NET OF REVENUES & EXPENDITURES | | (113,881.00) | | 62,588.39 | | 92,127.86 | (176,469.39) | 54.96 |
| TOTAL REVENUES - ALL FUNDS | | | | | | | | |
| | | 17,833,923.00 | | 8,015,591.48 | | (185,720.16) | 9,818,331.52 | 44.95 |
| TOTAL EXPENDITURES - ALL FUNDS | | | | | | | | |
| | | 18,642,743.00 | | 7,117,218.56 | | 488,062.22 | 11,525,524.44 | 38.18 |
| NET OF REVENUES & EXPENDITURES | | (808,820.00) | | 898,372.92 | | (673,782.38) | (1,707,192.92) | 111.07 |

City of Manistee

Investment Report
12/31/2018

INVESTMENTS BY TYPE

| | | |
|-----------------|--------------|-------|
| Cash on Hand | \$ 839 | 0.0% |
| Checking | \$ 2,549,858 | 15.2% |
| Money Market | \$ 463,288 | 2.8% |
| CD | \$ 297,987 | 1.8% |
| Investment Pool | \$ 4,263,130 | 25.3% |
| Internal Loan | \$ 213,918 | 1.3% |
| Equities | \$ 6,340,876 | 16.0% |
| Bonds | \$ 2,694,930 | 37.7% |

Total \$ 16,824,825 100.0%

INVESTMENTS BY CUSTODIAN

| | | |
|------------------|--------------|-------|
| Huntington | \$ 2,549,858 | 15.2% |
| Flagstar | \$ 200,000 | 1.2% |
| West Shore Bank | \$ - | 0.0% |
| Chemical | \$ - | 0.0% |
| Michigan CLASS | \$ 4,263,130 | 25.3% |
| Honor State Bank | \$ - | 0.0% |
| UBS | \$ - | 0.0% |
| City | \$ 214,756 | 1.3% |
| Charles Schwab | \$ 9,597,081 | 57.0% |

Total \$ 16,824,825 100.0%

INVESTMENTS BY MATURITY (est)

| | | |
|------------------|--------------|-------|
| Available | \$ 7,277,114 | 43.3% |
| Equities | \$ 6,340,876 | 37.7% |
| Internal Loan | \$ 213,918 | 1.3% |
| CD's 0-2 years | \$ 297,987 | 1.8% |
| CD's 2+ years | \$ - | 0.0% |
| <1 year bonds | \$ 277,096 | 1.6% |
| 1-3 years bonds | \$ 425,381 | 2.5% |
| 3-5 years bonds | \$ 836,689 | 5.0% |
| 5-7 years bonds | \$ 422,010 | 2.5% |
| 7-10 years bonds | \$ 433,414 | 2.6% |
| >10 years bonds | \$ 300,339 | 1.8% |

Total \$ 16,824,825 100.0%

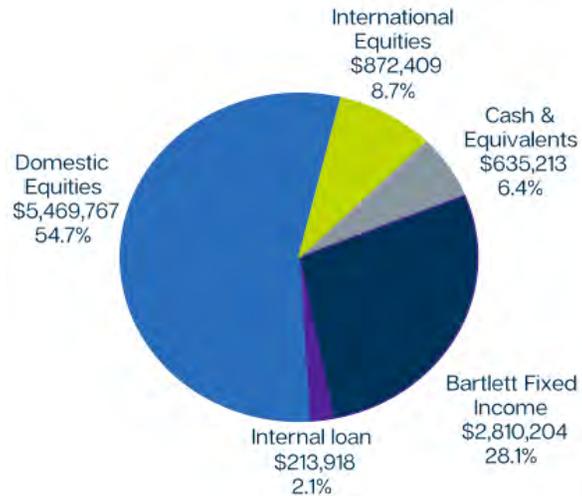
INVESTMENT EARNINGS

| Fiscal Year End | Oil & Gas | W & S | General | Other | Total |
|----------------------|---------------------|------------------|------------------|------------------|---------------------|
| 2010 | \$ 567,986 | \$ 4,284 | \$ 10,006 | \$ 8,151 | \$ 590,427 |
| 2011 | \$ 1,180,708 | \$ 2,838 | \$ 2,999 | \$ 9,845 | \$ 1,196,391 |
| 2012 | \$ 290,341 | \$ 6,807 | \$ 1,953 | \$ 9,046 | \$ 308,146 |
| 2013 | \$ 953,206 | \$ 8,466 | \$ 2,584 | \$ 1,997 | \$ 966,253 |
| 2014 | \$ 1,433,907 | \$ 473 | \$ 764 | \$ 1,173 | \$ 1,436,316 |
| 2015 | \$ 80,724 | \$ 1,264 | \$ 736 | \$ 1,211 | \$ 83,934 |
| 2016 | \$ 47,840 | \$ 8,860 | \$ 468 | \$ 948 | \$ 58,116 |
| 2017 | \$ 938,427 | \$ 9,992 | \$ 7,377 | \$ 4,112 | \$ 959,908 |
| 2018 | \$ 795,289 | \$ 25,454 | \$ 18,543 | \$ 7,839 | \$ 847,125 |
| 2019 thru 12/31/2019 | \$ (234,433) | \$ 24,181 | \$ 13,284 | \$ 8,393 | \$ (188,575) |
| Total | \$ 6,053,994 | \$ 92,618 | \$ 58,715 | \$ 52,714 | \$ 6,258,041 |

COMMENTARY:

The value of the oil & gas fund of 12/31/2018 was \$9.6 million. For the first half of FY 2019 the fund has generated revenue and capital gains of \$(234,433). The rate of return for the quarter was a -7.8%, reflecting steep declines in the market.

Asset allocation is shown below:

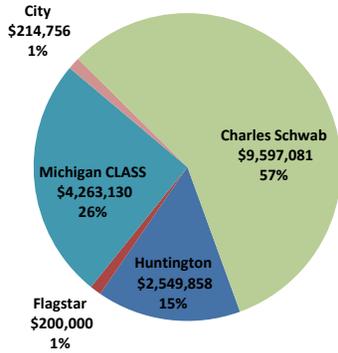


| | Value on 12/31/18 | Percent Portfolio | Target Allocation |
|--------------------------|-------------------|-------------------|-------------------|
| Cash & Equivalents* | \$635,213 | 6.4% | 5% |
| Fixed Income | 3,024,122 | 30.2% | 30% |
| ▪ Bartlett Fixed Income | 2,810,204 | 28.1% | |
| ▪ Internal Loan** | 213,918 | 2.1% | |
| Equities | 6,342,176 | 63.4% | 65% |
| ▪ Domestic Equities | 5,469,767 | 54.7% | |
| ▪ International Equities | 872,409 | 8.7% | |
| | \$10,001,511 | 100.0% | 100% |

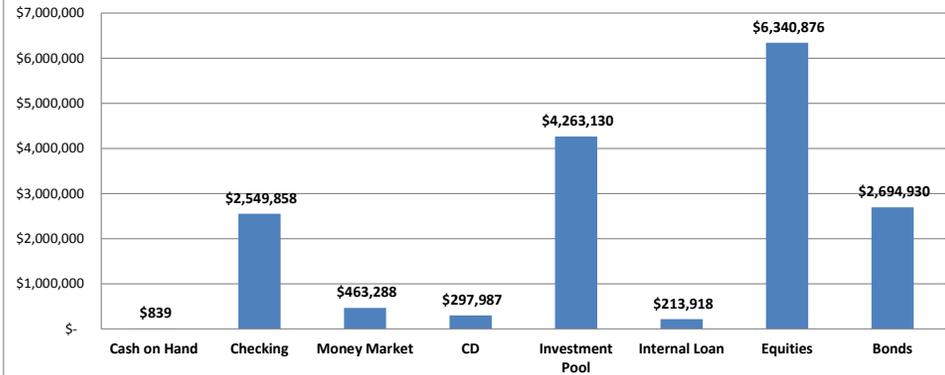
*Includes cash held on hand at Manistee

** Unsupervised Assets

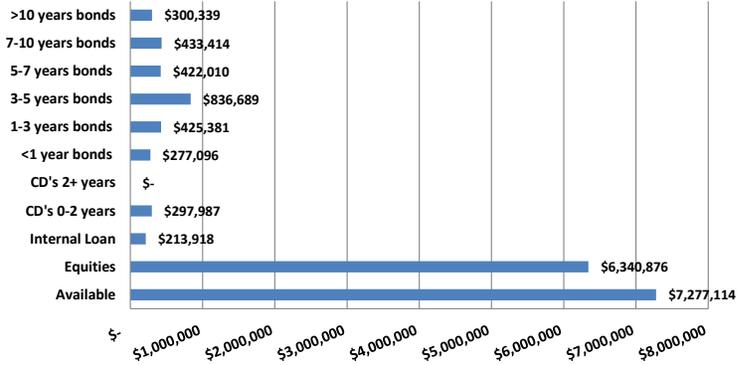
Investments by Custodian



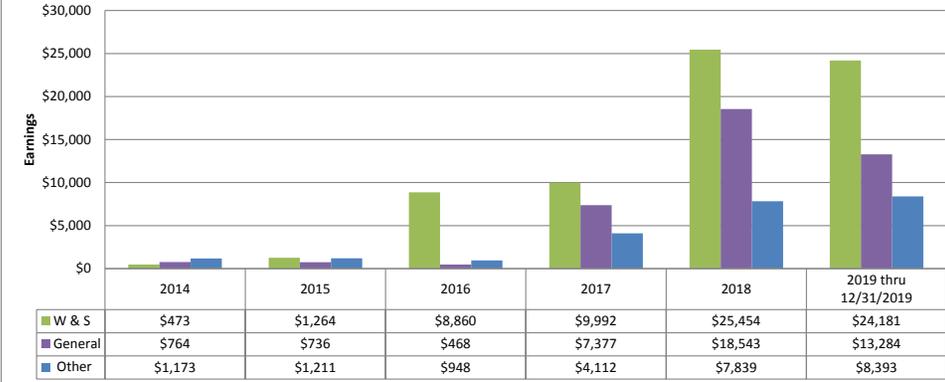
Investments by Type



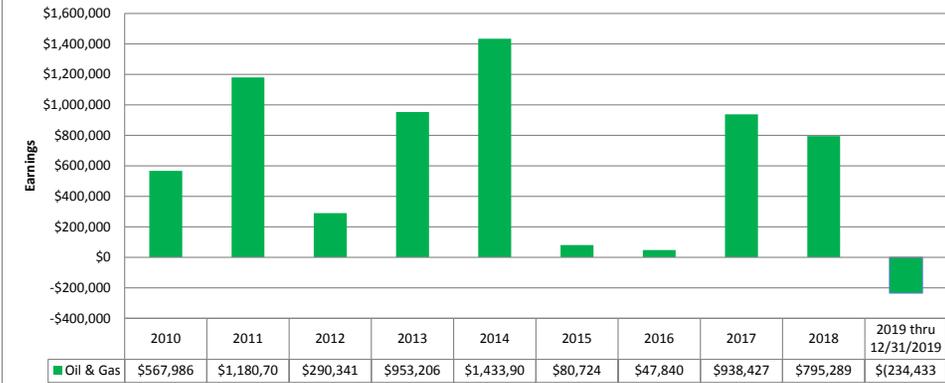
Investments by Maturity



Investment Earnings



Oil & Gas Investment Earnings



MEMO TO: Mayor Roger Zielinski
Members of City Council

FROM: Thad N. Taylor, City Manager 

DATE: January 31, 2019

SUBJECT: Funding Request for Economic
Development Services



City Manager's Office
231-398-2801

The Manistee Area Chamber of Commerce is moving forward with a plan to provide economic development services to Manistee County. At present they have secured funding for the project from the public and private sectors. Some of the funding partners are Manistee County, Blarney Castle Oil and Propane, West Shore Community College, Consumers Energy and Munson Healthcare Manistee Hospital.

The Chamber is asking the City to become a funding partner and to provide \$20,000 per year, for three years, to support their economic development endeavors.

It is my recommendation that Council enter into an agreement with the Manistee Area Chamber of Commerce to provide economic development services on behalf of the City. Further, that Council authorizes the City Attorney and staff to work with representatives of the Chamber to develop the agreement and present it to Council for their consideration at the March 5, 2019 Council meeting.

TNT:cl

MANISTEE AREA CHAMBER OF COMMERCE

11 CYPRESS ST
MANISTEE MI 49660
(231) 723-2575

Economic Development Proposal

OVERVIEW

Over the last several years the Chamber has been expanding its role in economic and workforce development as a direct result of member and community needs. This proposal is the next logical step for the Chamber moving forward, filling a gap to become the leader in economic development for Manistee County.

Adding economic development as a separate enterprise of the Chamber, with two separate Boards, will increase funding levels. This will be achieved through public and private partnerships, diversifying funding due to the connectivity with the business community.

The benefits of having the Chamber as the leader in economic development offers a simplified process for developers and investors, becoming the single point of contact regardless of the type of development.

The Chamber has over 300 public and private business and organizations within our network, which increases the communication conduit to the business community.

The model the Chamber is developing is in line with many of our partner Chambers throughout the State, such as the Alpena Area Chamber of Commerce and Barry County Chamber of Commerce.

GOALS

1. Build a dynamic and sustainable organization to serve the businesses, workforce, and economic development needs of the entire Manistee County.
2. Expand and secure private and public sector financial support to diversify funding.
3. Provide a focused approach to Economic Development to include, but not limited to direct business recruitment and retention, workforce training, funding with accountability and sustainability.

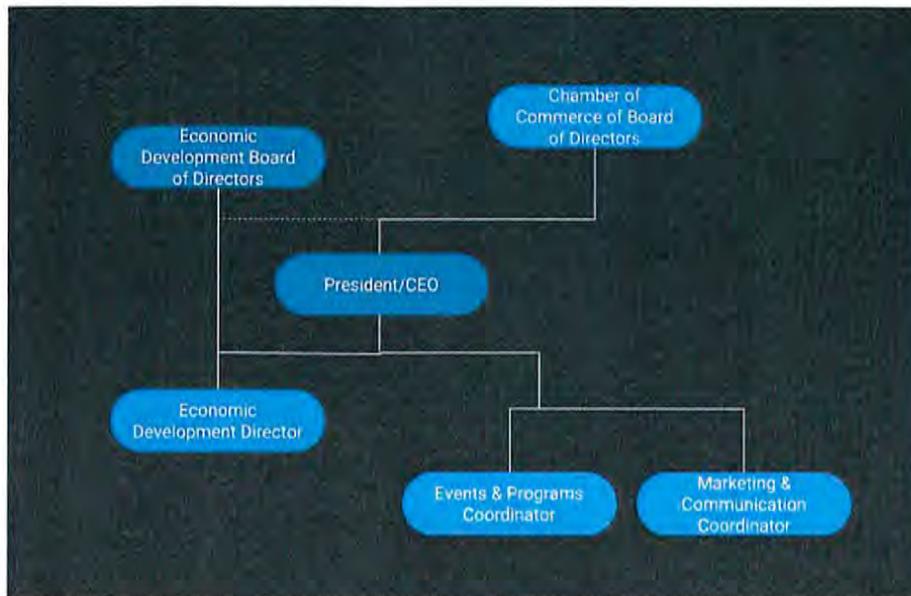
BOARD STRUCTURE

The Board will be made up of 7-9 individuals and will meet on a scheduled monthly basis. The Economic Development Director will be required to provide monthly reports to the Board. Board members will represent the following areas:

- Government/Public Sector (1-2 seats) (Jeff Dontz)
- Private Sector (3 - 4 seats) (Dennis McCarthy, James Barker, Sarah Anderson)
- Little River Band of Ottawa Indians (1 seat)
- Industrial Development Corporation (1 seat) (Scott Ward)
- Manistee Manufacturers Council (1 seat)

- Chamber President (1 seat)

TARGETED ORGANIZATIONAL STRUCTURE



*Consultants to be utilized on a per project basis, with a contract outlining scope of work, deadline, and payment schedule.

ACCOUNTABILITY

The Economic Development Director will provide monthly reports to the Board of Directors and quarterly reports and presentations as requested. An annual report will be produced on the activity for the year, progress, and deliverables.

GREATEST AREAS OF GROWTH & SUCCESS

- Business & Career Expo
- Government Relations & Legislative Advocacy
- Manistee Area Leadership Program

2018 ECONOMIC DEVELOPMENT PROJECTS

- Relocation Guide
 - Development & Distribution of 5,000 copies, available as an electronic version on website
- Developer Day - held 8/10/18
 - Hosted over 30 people; 6 different development groups from around the state, locally and from Northern Indiana.
- HR Roundtable
 - First meeting held with top 10 largest employers, meetings will continue quarterly.
- Workforce Trainings
 - Working with ISD on the Adult Career Training Program

FUNDING

The Chamber currently has secured funding from the following businesses/organizations for 2019-2021.

- Industrial Development Corporation - \$25,000 annually; 3 year commitment
- West Shore Community College - \$25,000 annually; 3 year agreement
- Manistee County - \$20,000 annually, 3 year commitment
- Munson Healthcare Manistee Hospital - \$5,000 annually; 3 year commitment
- Blarney Castle Oil & Propane - \$5,000 annually; 3 year commitment
- Filer Credit Union - \$2,000; 3 year commitment
- Consumers Energy - \$1,500; 3 year commitment
- *Martin Marietta - PENDING*
- *Iron Fish Distillery - PENDING*

Potential Funders:

- City of Manistee
- Manistee Manufacturers Council
- Charter Township of Filer/Filer DDA
- Manistee Township
- Manistee County Visitors Bureau
- Private Funders from the Business Community

A separate set of financials will be maintained for the economic development arm of the Chamber.



Report on Economic Development Activities

Funding

The Chamber currently has secured funding from the following businesses/organizations for 2019-2021.

- Industrial Development Corporation - \$25,000 annually; 3 year commitment
- West Shore Community College - \$25,000 annually; 3 year agreement
- Manistee County - \$20,000 annually, 3 year commitment
- Munson Healthcare Manistee Hospital - \$5,000 annually; 3 year commitment
- Blarney Castle Oil & Propane - \$5,000 annually; 3 year commitment
- Flier Credit Union - \$2,000; three year commitment
- Consumers Energy - \$1,500; 3 year commitment
- *Martin Marietta - PENDING*
- *Iron Fish Distillery - PENDING*

The Chamber met with Charter Township of Filer and Filer DDA along with the Manistee Manufacturers Council.

Economic Development Board/Committee

The Board will be made up of 7-9 individuals.

- Government/Public Sector (1-2 seats) ([Jeff Dontz](#))
- Private Sector (3 - 4 seats) ([Dennis McCarthy](#), [James Barker](#), [Sarah Anderson](#))
- Little River Band of Ottawa Indians (1 seat)
- Industrial Development Corporation (1 seat) ([Scott Ward](#))
- Manistee Manufacturers Council (1 seat)

Relocation Guide & HR Roundtable

The guide was developed and is in distribution, along with an electronic version. The Chamber hosted an HR Roundtable that was held with the top 10 largest employers in the area. The employers agreed that they would like to continue this meeting quarterly.

Developer Day

Developer Day was held in August at the North Channel Brewing Co. The Chamber worked in partnership with the Michigan Economic Development Corporation (MEDC), Downtown Development Authority (DDA), the City of Manistee and West Shore Community College. The event included some key individuals from the community in attendance to network with the developers, a short presentation and a walking tour with selected priority sites in the DDA district. Packets included an invitation, Relocation Guide and Visitors Guide. These were mailed to over 60 developers/firms, We received 11 RSVPS and in attendance the day of 6 developers/firms attended. Follow up has been sent to those that RSVP'd and in contact with two of the developers currently, and two investors.

Potential Developments/Business Assistance

- Workforce Housing Development; Multiple meetings and contacts with the developer, connected him to the property owners of the old Washington school property that's been vacant for over 8 years. The proposed project was brought to the City Council work session on Tuesday, 12/11/18. This individual was in attendance at Developer Day.
[PILOT approved, 7-0 vote at the City Council on 1/15/19.](#)
- New Owners of the old Stefano's Restaurant building are trying to obtain a liquor license to operate a restaurant for dinner. The City is over quota for liquor licences and only two onsite premise licenses are available in the county, and not available for sale. Another option is a broker, however the cost would be \$80,000-\$100,000. I have been working with Senator VanderWall and his Chief of Staff to find a solution. Spoke with Michigan Economic Development Corporation (MEDC) and there is an option to set a redevelopment district. Informed the owners that I will continue to pursue options for them.
- A meeting was held with developers looking at property to put in a potential apartment complex. These individuals were invited to developer day.
- Filer Credit Union is expanding and opening a branch in Bear Lake. A meeting was held to introduce the CEO to the Village Clerk and another active volunteer in Bear Lake. Also, been working with individuals in Bear Lake as they are starting the Redevelopment Ready Certification process.
- 400 River Street property, the Chamber signed a letter of interest to enter into a 10 year lease agreement with West Shore Community College (WSCC). We are working collaboratively with WSCC and other potential partners to encourage sale and development of the property.

- Thoroughbred Boat Company- Presented to IDC Board on 12/10/18; held investor meeting; a follow up meeting was held on 2/1/19.
- Working with company that has purchase agreement on the Boathouse restaurant to look at possibly funding opportunities and grants from the MEDC, DDA, etc. Held meeting on 2/1/19.
- Connected investor with MEDC to see if project qualifies for funding for second story apartments.
- Held meeting with Taco 'Bout It Mexican Fusion.
- Met with consultant in regards to potential hotel development.
- Rental Car Company - Working with local dealership to recruit company.

Economic Development Initiatives & Committees

- Project Rising Tide Steering Committee and involved with the interview process for the selection of the CEDAM Fellowship.
- DDA Business Development Committee
- SPARK Manistee Committee and sponsorship of \$1,000 to the competition.
- Launch Manistee Leadership Team
- Michigan Association of Chamber Professionals Board
- Networks Northwest Workforce Development Board & Finance Committee
- Northern Michigan Chamber Alliance Partner
- Annual joint meeting to select priority development sites for the City of Manistee

Economic Development Conferences

- Grayling Developer Day
- Northern Michigan Chamber Alliance Policy Conference
 - [Visioning for the Future: What Does Northern Michigan Economy Look Like in 2030?](#)
Speaker Panel: Terry VanderCook, Northwest MI Works!; Lisa McComb, Otsego County Economic Alliance; Marty Fittante, InvestUP; Warren Call, Grand Traverse EDC; Amy Clickner, Lake Superior Community Partnership
- Networks Northwest, Tis' the Season, Seasonal Economy Summit

14 Grand Opening & Ribbon Cutting Ceremonies

Over 40 jobs created and over \$7 million invested

- **Save A Lot:** New Business, Opened 1/10/18
- **Amor Sign Studios, Inc.:** Business Expansion/New Location, 5/11/18
- **Onekama EZ Market:** Business Expansion, 5/25/18
- **Manistee Beverage Company:** New Business, 5/25/18
- **West Shore Bank:** Business Expansion, 6/7/18
- **Manistee Bridal:** New business, 6/8/18
- **Blue Slipper Tavern:** New Ownership, 6/8/18
- **Lighthouse Title Group:** New location, 6/13/18
- **United Way of Manistee County & Project READ Northwest:** New Location, 6/27/18
- **Sunset Valley Resort:** New Ownership, 7/30/18
- **Iron Fish Distillery:** Business Expansion, 8/30/18
- **Farmers Insurance Agency:** New Ownership, 9/20/18
- **Panozzo Storage & Marine Service:** New Business/Ownership, 9/28/18
- **J. Catlett & Company:** New Business, 12/12/18, SPARK Manistee Winner

Manistee County Property Inventory

This project will be ongoing and will we continue to work with the County Planning Department. Manistee Township submitted information and the Village of Bear Lake will be putting it on the agenda for a future meeting. The City of Manistee held meeting on priority sites for redevelopment at the City Council work session on 12/11/18.

Other Economic Development Activities

Letters of Support for Economic Development:

The Manistee Area Chamber of Commerce fully supported the proposal of the Manistee Blacker Airport Authority to continue participation in the Alternate Essential Air Service Program with Public Charters Inc. dba North County Sky.

The Manistee Area Chamber of Commerce fully supported the Little River Band of Ottawa Indians USDA Grant Application for the feasibility study on development options for New Town Center.

The Manistee Area Chamber of Commerce fully supported the legislative change that allows civic centers to obtain a liquor license. We wrote a letter of support to Senator Meekhof for the Ramsdell Regional Center for the Arts (RRCA) to obtain a liquor licence.

The Manistee Area Chamber of Commerce fully supported Portage Point Inn and pledged \$1,000 to Renew Onekama, which would help offset legal expenses.

The Manistee Area Chamber of Commerce fully supported the G&D Alpaca Farm and encouraged Filer Township to come to an agreement with them on the ordinance.

The Manistee Area Chamber of Commerce fully supported a grant request from Manistee Township to receive 25% of the project from the Minger Family Endowment Fund for Pickleball Courts. The project will promote recreation, community health and stimulate the local economy through tourism and encouraging residents through leagues, tournaments and special events.

The Manistee Area Chamber of Commerce fully supported the request for the Veterans Administration Clinic in Manistee. It would help our veterans in this area and would prevent them from traveling such a long way to seek medical treatment.



Administrative Services

Clerk | Finance | Treasury | IT | Assessing | Facilities | Ramsdell

Memo to: Thad Taylor, City Manager
From: Edward Bradford, CFO *EB*
Re: 2019-2 Budget Amendment
Date: January 29, 2019



Thad,

The City of Manistee is required by State law to ensure that actual expenditures do not exceed budgeted amounts. I have prepared a proposed budget amendment for the 2018-2019 fiscal year that makes the necessary budget adjustments to comply with the statutory requirement.

Over the course of a fiscal year, unanticipated events and unbudgeted expenditures occur. Typical examples include things such as excess overtime, harsh winter weather, fuel price fluctuations, employee payouts at retirement, unanticipated equipment or infrastructure repairs, or projects that span multiple fiscal years. Savings can also occur thru things like loss of employees, insurance premium renewals and departments exercising restraint.

On the revenue side, positive or negative variances can also occur, whether thru mid-year state budget cuts, the sale of assets, revenue sharing, timing differences on receipt of funds or other unexpected revenue. Both revenue and expenditure variances impact the year end results; however, ***only increased expenditures must be explicitly authorized thru a budget amendment.***

The City has started making formal budget amendments quarterly instead of at the end of the year in an effort to be more proactive, accurate and transparent.

Several budget amendments are needed as shown and discussed below:

General Fund: Finance

| | | |
|---------------------------|----------|---------|
| 913.000 Travel & Training | Increase | \$1,200 |
|---------------------------|----------|---------|

The Deputy Finance Director\Treasurer is attending the Chamber Leadership program which was not anticipated when the budget was approved.

General Fund: General

MEMO TO: Thad Taylor, City Manager
FROM: Jeffrey W. Mikula, Public Works Director
DATE: January 29, 2019
SUBJECT: Marina Dock and Riverwalk Repairs



Public Works
231-723-7132



Substantial damages to City owned structures were suffered during the Seiche event in the spring of 2018. Repairs have been approved by the City's insurance carrier and designed by the Spicer Group. The repair work was publicly bid earlier this month. Bids were publicly opened on Friday, January 25, 2019 with the following base bids received.

| | |
|---------------------------------|-------------|
| Fisher Contracting: | \$635,400 |
| Hardman Construction: | \$890,230 |
| Great Lakes Dock and Materials: | \$1,360,607 |
| Kokosing Industrial, Inc, | \$2,203,043 |

Spicer Group has recommended awarding a contract to the low responsive bidder, Fisher Contracting.

The bid information has been submitted to the insurance representative and we are awaiting approval of the funds.

January 25, 2019

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

RE: Manistee Marina Docks and Riverwalk Seiche Repairs
Bid Tabulation and Recommendation
VIA EMAIL

Jeff,

We received four bids for this project, with the low base bid of \$635,400.00 and the high base bid of \$2,203,043.00. Enclosed with this letter is a copy of the bid tabulation.

Fisher Contracting Company is the apparent low bidder, and has completed similar projects.

We recommend the award of this project to Fisher Contracting Company at the unit prices bid which, when applied to the estimated quantities, result in a total bid of six hundred thirty-five thousand, four hundred dollars (\$635,400.00).

We will prepare the Contract documents and obtain the necessary insurances and bonding documents from the contractor once the City has approved the contract, and the Notice of Award is issued.

If you have any question or comments, please contact me at (517) 749-4274.

Sincerely,



Richard D. Kathrens, P.E.
Project Manager

SPICER GROUP, INC
302 River Street
Manistee, MI 49660
E-mail: rich.kathrens@spicergroup.com

Copy: SGI File 12092418-075
Thad Taylor, City Manager
Ed Bradford, Chief Financial Officer

BIDS FOR: **Manistee Marina Docks and Riverwalk Seiche Repairs
City of Manistee**

TAKEN ON: **01/25/19**

BIDDERS>>>

Fisher Contracting

Hardman Construction

| Item No. | MDOT Pay Item | Estimated Quantity | Unit | Description | Unit Price | Amount | Unit Price | Amount |
|---|---------------|--------------------|------|--|-------------|----------------------|---------------|----------------------|
| BASE BID Phase 1 - 2019 Construction | | | | | | | | |
| (12 Docks, Gas Kiosk Repair, Sidewalk Underpinning, Lifted Riverwalk and Net Shed) | | | | | | | | |
| 1. | 1500001 | 1 | LSUM | Mobilization Max (10%) | \$50,000.00 | \$ 50,000.00 | \$ 85,000.00 | \$ 85,000.00 |
| 2. | 2087051 | 1 | LSUM | Soil Erosion and Sedimentation Control | \$1,500.00 | \$ 1,500.00 | \$ 44,000.00 | \$ 44,000.00 |
| 3. | 2040060 | 1 | LSUM | Structures, Rem, Existing Docks | \$45,000.00 | \$ 45,000.00 | \$ 185,000.00 | \$ 185,000.00 |
| 4. | 7050038 | 1 | LSUM | Pile, Galv | \$25,000.00 | \$ 25,000.00 | \$ 53,000.00 | \$ 53,000.00 |
| 5. | 7057001 | 3,650 | Ft | Pile, Steel, Furn and Driven, 8 inch | \$60.00 | \$ 219,000.00 | \$ 47.00 | \$ 171,550.00 |
| 6. | 7070060 | 4,200 | Lb | Structural Steel, Plate, Erect | \$1.50 | \$ 6,300.00 | \$ 2.00 | \$ 8,400.00 |
| 7. | 7077030 | 4,200 | Lb | Structural Steel, Plate, Furn and Fab, Galv | \$3.00 | \$ 12,600.00 | \$ 3.00 | \$ 12,600.00 |
| 8. | 7070070 | 26,700 | Lb | Structural Steel, Rolled Shape, Erect | \$4.00 | \$ 106,800.00 | \$ 2.00 | \$ 53,400.00 |
| 9. | 7077030 | 26,700 | Lb | Structural Steel, Rolled Shape, Furn and Fab, Galv | \$4.00 | \$ 106,800.00 | \$ 3.00 | \$ 80,100.00 |
| 10. | 7097010 | 2,700 | Sft | Structural Timber Decking, Treated | \$8.00 | \$ 21,600.00 | \$ 49.00 | \$ 132,300.00 |
| 11. | 7097051 | 1 | LSUM | Boardwalk Pile Repair | \$6,000.00 | \$ 6,000.00 | \$ 17,000.00 | \$ 17,000.00 |
| 12. | 7097051 | 1 | LSUM | Netshed Pier, Pile Repair | \$12,000.00 | \$ 12,000.00 | \$ 16,500.00 | \$ 16,500.00 |
| 13. | 7120042 | 72 | Ea | Bolt, Adhesive Anchored, 3/4 inch | \$25.00 | \$ 1,800.00 | \$ 40.00 | \$ 2,880.00 |
| 14. | 8037001 | 300 | Ft | Sidewalk Underpinning | \$70.00 | \$ 21,000.00 | \$ 95.00 | \$ 28,500.00 |
| TOTAL BID: | | | | | | \$ 635,400.00 | | \$ 890,230.00 |

Potential Future Work Phase 2 - 2020 Construction, 5 Docks (Alternate Bid Items)

| | | | | | | | | |
|---------------------------|---------|------|------|--|-------------|----------------------|--------------|----------------------|
| 1. | 1500001 | 1 | LSUM | Mobilization Max (15%) | \$45,000.00 | \$ 45,000.00 | \$ 50,000.00 | \$ 50,000.00 |
| 2. | 2040060 | 1 | LSUM | Structures, Rem, Existing Docks, | \$30,000.00 | \$ 30,000.00 | \$ 70,000.00 | \$ 70,000.00 |
| 3. | 7050038 | 1 | LSUM | Pile, Galv | \$15,000.00 | \$ 15,000.00 | \$ 20,000.00 | \$ 20,000.00 |
| 4. | 7057001 | 1400 | Ft | Pile, Steel, Furn and Driven, 8 inch | \$80.00 | \$ 112,000.00 | \$ 47.00 | \$ 65,800.00 |
| 5. | 7070060 | 1550 | Lb | Structural Steel, Plate, Erect | \$2.00 | \$ 3,100.00 | \$ 2.00 | \$ 3,100.00 |
| 6. | 7077030 | 1550 | Lb | Structural Steel, Plate, Furn and Fab, Galv | \$4.00 | \$ 6,200.00 | \$ 3.00 | \$ 4,650.00 |
| 7. | 7070070 | 9200 | Lb | Structural Steel, Rolled Shape, Erect | \$5.00 | \$ 46,000.00 | \$ 2.00 | \$ 18,400.00 |
| 8. | 7077030 | 9200 | Lb | Structural Steel, Rolled Shape, Furn and Fab, Galv | \$5.00 | \$ 46,000.00 | \$ 3.00 | \$ 27,600.00 |
| 9. | 7097010 | 900 | Sft | Structural Timber Decking, Treated | \$9.00 | \$ 8,100.00 | \$ 49.00 | \$ 44,100.00 |
| 10. | 7120042 | 30 | Ea | Bolt, Adhesive Anchored, 3/4 inch | \$30.00 | \$ 900.00 | \$ 40.00 | \$ 1,200.00 |
| Sub-Total PHASE 2: | | | | | | \$ 312,300.00 | | \$ 304,850.00 |

BIDS FOR: **Manistee Marina Docks and Riverwalk Seiche Repairs
City of Manistee**

TAKEN ON: **01/25/19**

BIDDERS>>>

| Item No. | MDOT Pay Item | Estimated Quantity | Unit | Description | Great Lakes Dock and Materials | | Kokosing Industrial, Inc. | |
|---|---------------|--------------------|------|--|--------------------------------|-----------------------|---------------------------|-----------------------|
| | | | | | Unit Price | Amount | Unit Price | Amount |
| BASE BID Phase 1 - 2019 Construction | | | | | | | | |
| (12 Docks, Gas Kiosk Repair, Sidewalk Underpinning, Lifted Riverwalk and Net Shed) | | | | | | | | |
| 1. | 1500001 | 1 | LSUM | Mobilization Max (10%) | \$ 134,450.00 | \$ 134,450.00 | \$ 215,000.00 | \$ 215,000.00 |
| 2. | 2087051 | 1 | LSUM | Soil Erosion and Sedimentation Control | \$ 30,833.00 | \$ 30,833.00 | \$ 51,750.00 | \$ 51,750.00 |
| 3. | 2040060 | 1 | LSUM | Structures, Rem, Existing Docks | \$ 109,468.00 | \$ 109,468.00 | \$ 513,000.00 | \$ 513,000.00 |
| 4. | 7050038 | 1 | LSUM | Pile, Galv | \$ 32,224.00 | \$ 32,224.00 | \$ 281,700.00 | \$ 281,700.00 |
| 5. | 7057001 | 3,650 | Ft | Pile, Steel, Furn and Driven, 8 inch | \$ 86.20 | \$ 314,630.00 | \$ 64.00 | \$ 233,600.00 |
| 6. | 7070060 | 4,200 | Lb | Structural Steel, Plate, Erect | \$ 12.30 | \$ 51,660.00 | \$ 31.15 | \$ 130,830.00 |
| 7. | 7077030 | 4,200 | Lb | Structural Steel, Plate, Furn and Fab, Galv | \$ 4.40 | \$ 18,480.00 | \$ 8.15 | \$ 34,230.00 |
| 8. | 7070070 | 26,700 | Lb | Structural Steel, Rolled Shape, Erect | \$ 7.00 | \$ 186,900.00 | \$ 6.80 | \$ 181,560.00 |
| 9. | 7077030 | 26,700 | Lb | Structural Steel, Rolled Shape, Furn and Fab, Galv | \$ 4.40 | \$ 117,480.00 | \$ 5.08 | \$ 135,636.00 |
| 10. | 7097010 | 2,700 | Sft | Structural Timber Decking, Treated | \$ 33.90 | \$ 91,530.00 | \$ 76.00 | \$ 205,200.00 |
| 11. | 7097051 | 1 | LSUM | Boardwalk Pile Repair | \$ 15,436.00 | \$ 15,436.00 | \$ 64,650.00 | \$ 64,650.00 |
| 12. | 7097051 | 1 | LSUM | Netshed Pier, Pile Repair | \$ 30,872.00 | \$ 30,872.00 | \$ 70,375.00 | \$ 70,375.00 |
| 13. | 7120042 | 72 | Ea | Bolt, Adhesive Anchored, 3/4 inch | \$ 202.00 | \$ 14,544.00 | \$ 146.00 | \$ 10,512.00 |
| 14. | 8037001 | 300 | Ft | Sidewalk Underpinning | \$ 707.00 | \$ 212,100.00 | \$ 250.00 | \$ 75,000.00 |
| TOTAL BID: | | | | | | \$1,360,607.00 | | \$2,203,043.00 |
| Potential Future Work Phase 2 - 2020 Construction, 5 Docks (Alternate Bid Items) | | | | | | | | |
| 1. | 1500001 | 1 | LSUM | Mobilization Max (15%) | \$ 62,822.00 | \$ 62,822.00 | \$ 149,000.00 | \$ 149,000.00 |
| 2. | 2040060 | 1 | LSUM | Structures, Rem, Existing Docks, | \$ 48,500.00 | \$ 48,500.00 | \$ 254,000.00 | \$ 254,000.00 |
| 3. | 7050038 | 1 | LSUM | Pile, Galv | \$ 12,402.00 | \$ 12,402.00 | \$ 126,000.00 | \$ 126,000.00 |
| 4. | 7057001 | 1400 | Ft | Pile, Steel, Furn and Driven, 8 inch | \$ 92.40 | \$ 129,360.00 | \$ 114.45 | \$ 160,230.00 |
| 5. | 7070060 | 1550 | Lb | Structural Steel, Plate, Erect | \$ 12.40 | \$ 19,220.00 | \$ 35.00 | \$ 54,250.00 |
| 6. | 7077030 | 1550 | Lb | Structural Steel, Plate, Furn and Fab, Galv | \$ 4.40 | \$ 6,820.00 | \$ 10.00 | \$ 15,500.00 |
| 7. | 7070070 | 9200 | Lb | Structural Steel, Rolled Shape, Erect | \$ 8.60 | \$ 79,120.00 | \$ 9.50 | \$ 87,400.00 |
| 8. | 7077030 | 9200 | Lb | Structural Steel, Rolled Shape, Furn and Fab, Galv | \$ 4.40 | \$ 40,480.00 | \$ 5.70 | \$ 52,440.00 |
| 9. | 7097010 | 900 | Sft | Structural Timber Decking, Treated | \$ 29.00 | \$ 26,100.00 | \$ 101.40 | \$ 91,260.00 |
| 10. | 7120042 | 30 | Ea | Bolt, Adhesive Anchored, 3/4 inch | \$ 202.00 | \$ 6,060.00 | \$ 294.50 | \$ 8,835.00 |
| Sub-Total PHASE 2: | | | | | | \$ 430,884.00 | | \$ 998,915.00 |

NOTICE OF AWARD

Date of Issuance:

| | | | |
|-------------------|--|-------------------------|--|
| Owner: | City of Manistee | Owner's Contract No.: | |
| Engineer: | Spicer Group, Inc. | Engineer's Project No.: | 12092418-075 |
| Project: | Manistee Marina Docks and Riverwalk Seiche Repairs | Contract Name: | Manistee Marina Docks and Riverwalk Seiche Repairs |
| Bidder: | Fisher Contracting Company | | |
| Bidder's Address: | 3401 Contractor Drive, Midland, MI 48642 | | |

TO BIDDER:

You are notified that Owner has accepted your Bid dated January 25, 2019 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Manistee Marina Docks and Riverwalk Seiche Repairs.

The Base Bid Contract Price of the awarded Contract is: \$ 635,400.00

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. *[revise if multiple copies accompany the Notice of Award]*

a set of the Drawings will be delivered separately from the other Contract Documents.

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): N/A

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
By: Roger Zielinski
Title: Mayor

By: _____
Authorized Signature
By: Heather Pefley
Title: City Clerk

Copy: Owner

AGREEMENT

This agreement is by and between City of Manistee (“Owner”) and
Fisher Contracting Company (“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: Manistee Marina Docks and Riverwalk Seiche Repairs.

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: Days*

A. The Work will be substantially completed on or before April 19, 2019, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before May 3, 2019.

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 Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

| Item No. | MDOT Pay Item | Estimated Quantity | Unit | Description | Unit Price | Amount |
|----------|---------------|--------------------|------|-------------|------------|--------|
|----------|---------------|--------------------|------|-------------|------------|--------|

**BASE BID Phase 1 - 2019 Construction
(12 Docks, Gas Kiosk Repair, Sidewalk Underpinning, Lifted Riverwalk and Net Shed)**

| | | | | | | |
|----|---------|-------|------|--|-------------|---------------|
| 1. | 1500001 | 1 | LSUM | Mobilization Max (10%) | \$50,000.00 | \$ 50,000.00 |
| 2. | 2087051 | 1 | LSUM | Soil Erosion and Sedimentation Control | \$1,500.00 | \$ 1,500.00 |
| 3. | 2040060 | 1 | LSUM | Structures, Rem, Existing Docks | \$45,000.00 | \$ 45,000.00 |
| 4. | 7050038 | 1 | LSUM | Pile, Galv | \$25,000.00 | \$ 25,000.00 |
| 5. | 7057001 | 3,650 | Ft | Pile, Steel, Furn and Driven, 8 inch | \$60.00 | \$ 219,000.00 |
| 6. | 7070060 | 4,200 | Lb | Structural Steel, Plate, Erect | \$1.50 | \$ 6,300.00 |

| | | | | | | |
|------------------------|---------|--------|------|--|-------------|----------------------|
| 7. | 7077030 | 4,200 | Lb | Structural Steel, Plate, Furn and Fab, Galv | \$3.00 | \$ 12,600.00 |
| 8. | 7070070 | 26,700 | Lb | Structural Steel, Rolled Shape, Erect | \$4.00 | \$ 106,800.00 |
| 9. | 7077030 | 26,700 | Lb | Structural Steel, Rolled Shape, Furn and Fab, Galv | \$4.00 | \$ 106,800.00 |
| 10. | 7097010 | 2,700 | Sft | Structural Timber Decking, Treated | \$8.00 | \$ 21,600.00 |
| 11. | 7097051 | 1 | LSUM | Boardwalk Pile Repair | \$6,000.00 | \$ 6,000.00 |
| 12. | 7097051 | 1 | LSUM | Netshed Pier, Pile Repair | \$12,000.00 | \$ 12,000.00 |
| 13. | 7120042 | 72 | Ea | Bolt, Adhesive Anchored, 3/4 inch | \$25.00 | \$ 1,800.00 |
| 14. | 8037001 | 300 | Ft | Sidewalk Underpinning | \$70.00 | \$ 21,000.00 |
| TOTAL BASE BID: | | | | | | \$ 635,400.00 |

Potential Future Work Phase 2 - 2020 Construction, 5 Docks (Alternate Bid Items)

| | | | | | | |
|---------------------------|---------|------|------|--|-------------|----------------------|
| 1. | 1500001 | 1 | LSUM | Mobilization Max (15%) | \$45,000.00 | \$ 45,000.00 |
| 2. | 2040060 | 1 | LSUM | Structures, Rem, Existing Docks, | \$30,000.00 | \$ 30,000.00 |
| 3. | 7050038 | 1 | LSUM | Pile, Galv | \$15,000.00 | \$ 15,000.00 |
| 4. | 7057001 | 1400 | Ft | Pile, Steel, Furn and Driven, 8 inch | \$80.00 | \$ 112,000.00 |
| 5. | 7070060 | 1550 | Lb | Structural Steel, Plate, Erect | \$2.00 | \$ 3,100.00 |
| 6. | 7077030 | 1550 | Lb | Structural Steel, Plate, Furn and Fab, Galv | \$4.00 | \$ 6,200.00 |
| 7. | 7070070 | 9200 | Lb | Structural Steel, Rolled Shape, Erect | \$5.00 | \$ 46,000.00 |
| 8. | 7077030 | 9200 | Lb | Structural Steel, Rolled Shape, Furn and Fab, Galv | \$5.00 | \$ 46,000.00 |
| 9. | 7097010 | 900 | Sft | Structural Timber Decking, Treated | \$9.00 | \$ 8,100.00 |
| 10. | 7120042 | 30 | Ea | Bolt, Adhesive Anchored, 3/4 inch | \$30.00 | \$ 900.00 |
| Sub-Total PHASE 2: | | | | | | \$ 312,300.00 |

The extended prices for Unit Price Work set forth as of the Effective Date of the Contract are based on estimated quantities. As provided in Paragraph 13.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer.

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): None.
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:

City of Manistee

By: _____

Title: Mayor

Attest: _____

Title: City Clerk

Address for giving notices:

70 Maple Street

Manistee, MI 49660

(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.)

CONTRACTOR:

Fisher Contracting Company

By: _____

Title: _____

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

Attest: _____

Title: _____

Address for giving notices:

3401 Contractor Drive

Midland, MI 49642

License No.: _____
(where applicable)

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

City of Manistee Police Department

70 Maple Street, Manistee, MI 49660-0358 · www.manisteemi.gov



To: Thad Taylor
From: Chief Timothy Kozal
Re: AccuMed

Sir

We are in the process of moving to new heart monitors that were purchased through a grant. One of the processes that we use with these systems is an EMS reporting system called ESO. As of now we do not have an interface built in that allows for the monitor data produced on EMS runs to be ported into electronic patient care report (PCR). We are in the final year of our contract with AccuMed. We are currently at a contingency fee of 7.5% and have a collection rate of over 80% with AccuMed. AccuMed has offered to extend our billing agreement for another five years to include the ESO monitor interface that our paramedics need at a savings of \$4,500.00. The contingency fee would also remain the same at 7.5%. Outside of the software the following are my reasons and recommendations for retaining AccuMed EMS Billing services for the City of Manistee Fire Department.

- Competitive Rates unchanged since first contracting in 2011.
- Exceptional customer service including on-site visit for council meeting and face-to-face dialogue at conferences.
- Quality on-line webinar training with partners PWW (EMS law firm) for documentation and compliance 3-4 times/year.
- Easy to contact for customer service from both the agency and/or patients with either immediate or same-day service.
- AccuMed continues to grow its presence in the region.
- AccuMed and reporting software partners ESO, handle all electronic reports and forward them into the State of Michigan Imagetrend system, the repository for all EMS run reporting as dictated by law allowing staff to enter, submit, and forget.
- AccuMed has the staff, technology, and partnerships that allow our agency to remain compliant and maintain a steady revenue stream.
- Detailed and robust accounting information and custom reports on request.

I would suggest that the City of Manistee stay with our preferred vendor of record AccuMed for the next five years. City Attorney George Saylor has reviewed and approved the language of the contract.

Regards





P.O. Box 2122
Riverview, MI 48193
Phone: 800.926.6985

December 12, 2018

To: Manistee Fire Department
281 First Street
Manistee, MI 49660
Deputy Chief Heath Darling

RE: Quote for monitor interface/extended billing agreement

Dear Chief Darling,

The AccuMed Group has offered a new agreement as a cost savings to the Manistee Fire Department. Here are the quote details:

- ESO Monitor Interface will be funded by The AccuMed Group. (\$4,500.00 value)
- The contingency fee would remain at 7.5% for a new five year agreement between The AccuMed Group and Manistee Fire Department

We value your business and appreciate the services your agency provides to the community!

Please do not hesitate to contact me with any questions.

Best regards,

Teri Johnson
Vice President

BILLING SERVICE AGREEMENT

| | | | |
|-------------------|--|------------------------|--|
| AccuMed: | AccuMed Billing, Inc. a Michigan corporation P.O. Box 2122 Riverview, MI 48192 | Customer: | Manistee Fire Department 281 First Street Manistee, Michigan 49660 |
| Phone: | (734) 479-6300 | Contact: | Heath Darling |
| Facsimile: | (734) 479-6319 | Phone: | 231-723-1549 |
| | | Facsimile: | 231-723-3519 |
| | | Effective Date: | February 1, 2019 or the 1st day of the month immediately following the date this Agreement is accepted by AccuMed, whichever is later. |

THIS BILLING SERVICE AGREEMENT ("Agreement") is made by and between AccuMed and Customer.

THE TERMS AND CONDITIONS SET FORTH HEREINAFTER ARE A PART OF THIS AGREEMENT. THE CUSTOMER ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT UNDERSTANDS IT AND AGREES TO BE BOUND BY IT. CUSTOMER AGREES THAT THIS AGREEMENT SHALL NOT BE BINDING UNTIL ACCEPTED BY ACCUMED AT ITS OFFICE IN THE STATE OF MICHIGAN.

TERMS AND CONDITIONS

1. SERVICES.

A. From the Effective Date to the date of the termination of this Agreement AccuMed agrees to perform those activities which are reasonably necessary to invoice on behalf of Customer the following services provided by Customer (check the applicable boxes):

- Emergency Medical Services, including insurance only billing if that box is checked in 4 A ("EM Services")
- EM Services provided by Customer prior to the Effective Date ("Old EM Services").
- Fire Services, including insurance only billing if that box is checked in 4 A ("Fire Services"). For purposes of this Agreement the term "Fire Services" shall include services provided by Customer, excluding EM Services, which AccuMed agrees to invoice on behalf of Customer, such as, but not limited to, Haz Mat, Extrication, stand-by suppression and similar services.

Further AccuMed agrees to provide to Customer the following software solutions and hardware products (check the applicable boxes):

Electronic Patient Care Reporting described in Schedule A ("ePCR").

Hardware products described in Schedule B ("Hardware").

B. Customer acknowledges and agrees that: (i) during the term of this Agreement all relevant information relating to the selected services identified in Section 1.A. shall be delivered to AccuMed and AccuMed shall be the sole source for processing such bills; (ii) AccuMed is not responsible for the accuracy of any of the back-up documentation relating to the selected services identified in Section 1.A.; (iii) AccuMed is not responsible for validating or verifying the accuracy of such documentation or detecting or correcting errors in documentation relating to the selected services identified in Section 1.A.; (iv) Customer has reviewed with its legal counsel its rights and obligations under the law and represents and warrants that it has the authority under applicable federal, state and local law and regulations to implement, enforce and collect the costs and/or fees for the selected services; and (v) Except for gross negligence or intentional misconduct on the part of AccuMed, Customer shall defend, indemnify and hold AccuMed harmless from all liabilities, costs and expenses (including actual attorney's fees) related or arising out of the services AccuMed performs relating to the selected services identified in Section 1.A.

C. AccuMed shall begin processing all invoices for services rendered by Customer within a reasonable time following the date AccuMed receives accurate and complete information, which will permit it to perform its services identified in Section 1.A. of this Agreement, such information shall include, but not necessarily be limited to: the amount Customer charges for its services, fully completed incident reports which satisfy all signature requirements, including the then current Medicare signature and authorization requirements, demographic, procedure, charge, diagnosis and treatment related information, Advance Beneficiary Notice, Physician's Certification Statement, copy of the Advanced Life Support incident report when receiving intercept services, all supplemental forms and reports as well as such other information and documentation as AccuMed shall reasonably request (collectively the "Billing Information"). AccuMed shall promptly notify Customer if AccuMed fails to process such invoices within thirty (30) days of AccuMed's receipt of accurate and complete Billing Information. Customer agrees that AccuMed shall have no liability or responsibility for any change or changes made by Customer to any of the Billing Information, until AccuMed has accepted in writing such change or changes. Customer agrees that it must use AccuMed's approved forms to make any change or changes to the Billing Information and that such change or changes shall only be effective as of the date AccuMed accepts such change or changes in writing.

D. Customer shall have the right to request AccuMed to direct the payment of all Customer funds and the delivery of all Customer correspondence in one of two ways (i) to AccuMed's then current Post Office Box, or (ii) to a lock box established, controlled and paid for by Customer. Such request shall be in writing and shall be implemented by AccuMed as soon as reasonably practical following its receipt of such written request. AccuMed shall have no right to negotiate checks and funds payable to Customer. AccuMed shall instruct all prospective payers billed for the selected services identified in Section 1.A. to make all funds payable to Customer. If AccuMed receives Customer funds directly, it will deposit those Customer funds

into a nationally recognized bank account designated by Customer in writing to AccuMed which has a physical location that is reasonably accessible to AccuMed. Such bank account shall be established, controlled and paid for by Customer. AccuMed shall not co-mingle Customer funds with AccuMed funds at any time.

2. TERM. Except as otherwise provided in this Agreement, this Agreement will commence on the Effective Date and shall continue for a period of five (5) years (the "Initial Term"). At the end of the Initial Term and except as otherwise provided in this Agreement, this Agreement shall renew for additional one (1) year terms until canceled by either party, by giving to the other written notice of such cancellation not more than ninety (90) days nor less than thirty (30) day's prior to the expiration of the current term.

3. CUSTOMER'S OBLIGATIONS AND AUTHORIZATION REQUIREMENTS.

A. Customer agrees that, during the term of this Agreement, all Billing Information relating to the selected services identified in Section 1.A. shall be delivered to AccuMed and AccuMed shall be the sole source for processing such bills for Customer.

B. Customer agrees to provide any and all information which AccuMed may, from time to time, request in order for it to perform its services hereunder, including, but not limited to, complete, accurate and prompt (i) Billing Information, including incident reports, which satisfy all signature requirements, including Medicare's then current signature and authorization requirements (ii) notification to AccuMed of names of each person or entity who has paid an invoice billed by AccuMed on the Customer's behalf and (iii) all supplemental forms and reports required for billing such as, but not limited to, Advanced Beneficiary Notice, Physician's Certification Statement and a copy of the Advanced Life Support incident report when receiving intercept services. With respect to all payments received by Customer for services, specifically including Fire Services, that were billed by AccuMed, Customer agrees to give written notice to AccuMed stating the name of the payee and the amount received by Customer for said services within fourteen (14) days of Customer's receipt of such payment.

C. Customer hereby authorizes AccuMed to use its provider numbers and agrees to execute any and all documentation, which may be necessary in connection therewith.

D. In the event Customer at any time uses ePCR software, Customer hereby authorizes AccuMed to access and use such information available on such ePCR software that is reasonably necessary to assist AccuMed in performing its services under this Agreement.

E. Customer agrees that AccuMed, including but not limited to its employees, representatives, contractors and agents, shall not be required to travel to visit Customer's location(s) or for any other reason connected with Customer's business more than one (1) time in any consecutive twelve (12) month period. In the event Customer requests more than one (1) such visit within said time period, all out of pocket expenses incurred in connection therewith shall be paid by Customer upon receipt of an invoice from AccuMed.

4. PAYMENT AND COLLECTION.

A. Customer agrees to pay AccuMed for all payments made on accounts billed by AccuMed in the following amounts (check the applicable boxes):

- An amount equal to 7.50% of the amount collected each month for EM Services based upon an annual billable run volume of **500** subject to the provisions of 4 G below.
- An amount equal to 0.00% of the amount collected each month for Fire Services.
- For ePCR software the fee payable in the amount and in the manner set forth in Schedule A hereto. In addition the name of the ePCR software supplier, a description of the software, the value of the software and the anticipated annual run volume are also set forth in Schedule A hereto. Further, Customer also agrees to pay (i) the amount of all increases charged by the ePCR software, including but not limited to increases as a result in an increase in the annual run volume; and (ii) all taxes, if any, charged by the ePCR software supplier.
- For the Hardware described in Schedule B hereto the fee payable in the amount and in the manner set forth in Schedule B.

B. AccuMed shall invoice Customer on a monthly basis for the services provided under this Agreement. Customer agrees to pay each such invoice by the 28th day of the month in which the invoice is issued. In the event AccuMed receives more than one (1) payment for its services with respect to an invoice processed by AccuMed on behalf of Customer, AccuMed agrees to refund to Customer the amount it receives that is in excess of the amount AccuMed is entitled to under the terms of this Agreement.

C. Any amounts which Customer fails to pay by the last day of the month in which the invoice is issued, shall bear interest at the rate of one and one/half (1-1/2%) percent per month or the maximum monthly rate permitted by applicable law, whichever is less, from the day on which payment was due, as specified above in 4.B. until said amount is paid in full. Further, Customer agrees to pay all costs and expenses, including actual attorney's fees, which AccuMed incurs in collecting any past due amounts from Customer.

D. If Customer refunds amounts collected or waives payment of any amount billed by AccuMed for any reason other than (i) it is a refund of a duplicate payment, or (ii) it is because of a breach by AccuMed of its obligations under this Agreement; AccuMed shall be

entitled to retain the fees paid by Customer in connection therewith or in the case of a waiver Customer agrees to pay AccuMed the fee AccuMed would have been entitled but for such waiver. If AccuMed has not yet been paid its fees in connection therewith, Customer shall remain obligated to pay the fees in accordance with this Agreement.

E. Reserved.

F. In the event the box relating to providing ePCR software is checked in Section 4 A above and AccuMed has agreed to pay the ePCR software supplier all or a portion of the fees for the ePCR software and/or AccuMed has agreed to supply at no cost to Customer Hardware, then the provisions of this 4 F shall apply. If AccuMed agrees to supply Hardware a description of such Hardware shall appear on Schedule B hereto together with the value of the Hardware (the "Initial Value") and the fees and the manner of payment of those fees to be paid by Customer to AccuMed for the Hardware. Customer shall be owner of the Hardware and shall be fully responsible for all maintenance, repairs and replacements of the Hardware of every kind. The warranty obligations of AccuMed for the Hardware will in all respects conform and be limited to the warranty extended by the manufacturer of the Hardware, if transferable. The sole remedy available to Customer with respect to defects in the Hardware will be against the manufacturer under any applicable manufacturer's warranty to the extent available to Customer. WHETHER OR NOT THE MANUFACTURER WARRANTY IS TRANSFERRED OR AVAILABLE TO CUSTOMER, ACCUMED MAKES NO WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO OR IN ANY WAY RELATING TO THE HARDWARE, WHETHER BASED ON BREACH OF WARRANTY OR CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. FURTHER IN NO EVENT WILL ACCUMED BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR EXPENSE OCCASIONED BY THE USE OF DEFECTIVE HARDWARE. CUSTOMER ASSUMES FULL RESPONSIBILITY THAT THE HARDWARE SUPPLIED UNDER THE AGREEMENT MEETS THE SPECIFICATIONS AND/OR INTENDED USE OF CUSTOMER, AND ACCUMED MAKES NO REPRESENTATION WITH RESPECT TO THEM. There shall be no initial charge to Customer for the Hardware. Provided, however, in the event this Agreement, the Agreement between the ePCR software provider and Customer or both is/are terminated by any party to those agreements for any reason whatsoever and whether with or without cause at any time prior to the end of the Initial Term of this Agreement set forth in Section 2 (for purposes of the ePCR Early Termination Fee a termination prior to the Initial Term or any renewal term shall apply); Customer shall pay to AccuMed within thirty (30) days from the date such termination becomes effective the Hardware Early Termination Fee together with the ePCR Early Termination Fee, whichever or both is/are applicable. The Hardware Early Termination Fee shall be determined by dividing the Initial Value by the number of months of the Initial Term set forth in Section 2 and multiplying that result by the number of months remaining in the Initial Term following the date the termination becomes effective. The ePCR Early Termination Fee shall be equal to the fees paid and/or owed by AccuMed to the ePCR software supplier for the remaining months of the Initial Term or any renewal term following the date the termination becomes effective. In the event the termination becomes effective on a date other than the last day of a month, the month in which the termination becomes effective will be counted as a full month remaining in the term.

G. In the event that either or both of the boxes relating to EM Services is checked in Section 4 A above and there is a decrease of five (5%) percent or more in the stated annual billable run volume, or an increase in total annual run volume, which necessitates a ePCR software fee increase, then Customer agrees to negotiate in good faith with AccuMed to increase the percentage payable to AccuMed for all amounts collected for those EM Services. In the event AccuMed and Customer are unable to reach an agreement within thirty (30) days from the date AccuMed gives written notice to Customer that it desires to negotiate such increase, then AccuMed shall have the right to terminate this Agreement by giving fifteen (15) days prior written notice of termination to Customer.

H. Any other provision of this Agreement notwithstanding, in the event (i) AccuMed issues to Customer a Collection Detail Report stating that AccuMed has exhausted its efforts to collect the amount due to Customer, (ii) the account is then assigned to a third party debt collection agency and (iii) thereafter a payment is made on such account; Customer will not be obligated to pay AccuMed the fees that would otherwise be due under this Agreement for that account.

5. BUSINESS ASSOCIATE AGREEMENT. AccuMed and Customer agree to be bound by the terms and conditions of the Business Associate Agreement attached hereto on Schedule C and as the same may from time to time be amended.

6. TERMINATION.

A. Either party has the right to terminate this Agreement on thirty (30) days' written notice of termination to the other, if (i) the other party defaults on any of its material obligations under this Agreement (excluding Customer's payment obligations, which shall be controlled by Section 6.B.) and such party has not begun to cure such default (which cure must be diligently pursued in a timely manner until completed) within fifteen (15) days after written notice of such default is delivered; (ii) a court having appropriate jurisdiction enters a decree or order for relief in respect of the other party in an involuntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect; or (iii) the other party commences a voluntary case under any applicable bankruptcy, insolvency or other similar law now or hereafter in effect.

B. AccuMed will have the right to terminate this Agreement as provided in Section 4 G; further AccuMed will have the right to terminate this Agreement, which may in AccuMed's sole discretion be effective on any date including immediately upon delivery of notice thereof to Customer, if Customer defaults on its payment obligations under Section 4.

C. In the event this Agreement is terminated by either party whether with or without cause the ePCR Early Termination Fee and the Hardware Early Termination Fee defined in Section 4 F shall apply.

7. TERMINATION PROCEDURES.

A. In the event of termination of this Agreement under the provisions of Sections 2 or 6, AccuMed shall, on the effective date of such termination (the "Termination Date"), cease to accept new Billing Information from Customer, but may, at AccuMed's sole discretion (i) continue to perform for a period ninety (90) days following the Termination Date (the "Wind Down Period") its services relating to Billing Information received prior to the Termination Date, in which case Customer shall be obligated to pay AccuMed all amounts invoiced to Customer through the end of the Wind Down Period in accordance with the provisions of Section 4 hereof, or (ii) discontinue all services effective as of the Termination Date, in which case Customer shall be obligated to pay the amounts invoiced by AccuMed for work performed through the Termination Date in accordance with the provisions of Section 4 hereof.

B. Provided Customer has made full payment of all amounts due and owing to AccuMed and AccuMed has reasonable grounds to believe that future amounts owed to it will be paid by Customer in a timely manner (together the "Transitional Pre-Conditions"), AccuMed agrees to provide to Customer reasonable assistance following the Termination Date to transition the services formerly provided by AccuMed back to Customer or to a third party selected by Customer. Customer agrees to promptly pay AccuMed's reasonable costs and expenses incurred in connection with said transitional services. AccuMed shall have no obligation to provide any transitional assistance to Customer until the Transitional Pre-Conditions shall, in AccuMed's sole discretion, have been met to its satisfaction.

8. CUSTOMER AUDITS. Customer will have the right under this Agreement to engage, at the sole expense of Customer, independent auditors (the "Auditors") (provided that such persons are not employed by or in any manner affiliated with any entity that performs services substantially similar to any services then being provided by AccuMed) for the purpose of performing audits that may be considered necessary by Customer to determine the accuracy and correctness of the accounting and internal control performed and maintained by AccuMed. AccuMed will cooperate by furnishing such Auditors with any and all information as is reasonably necessary to perform and complete all audit procedures determined to be necessary by the Auditors. Prior to performing such audits, Customer will cause the Auditors and Customer to execute an agreement to maintain the confidentiality of any information they receive about AccuMed's and, if applicable, the ePCR software provider's computer programs and software it employs, inventions, processes, trade secrets, technical information, know-how, plans, specifications, identity of customers and identity of suppliers, financial plans, patient records, its business practices, including but not limited to those relating to, its accounts payable, accounts receivable and billing systems such agreement to be in the form and substance satisfactory to AccuMed in its sole discretion. Customer agrees that any such audit will be conducted at such times and in such a manner so as to avoid undue disruption of AccuMed's operations, and shall not be performed more than once during any consecutive twelve (12) month period. Customer agrees to promptly pay to AccuMed all out of the ordinary costs and expenses AccuMed incurs relating to the audit.

9. OPERATING DISCLAIMER. Customer acknowledges that AccuMed has incentive to perform its services hereunder in a timely and proficient manner but that the timing and amount of collections generated by its services are subject to numerous variables beyond the control of AccuMed. THEREFORE, ACCUMED DISCLAIMS ANY AND ALL WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE TIMING AND AMOUNT OF COLLECTIONS GENERATED BY ITS SERVICES. Notwithstanding the foregoing, AccuMed agrees to perform its services hereunder in accordance with industry standards and applicable laws, rules and regulations.

10. LIMITATION OF LIABILITY. AccuMed shall exercise commercially reasonable efforts to prevent the loss or destruction of Customer's records. In the event of error or omission in the performance of its services, AccuMed will re-perform the services at no additional cost to Customer. Customer acknowledges that Customer shall be responsible for the accuracy of the codes, fees, Billing Information, and all other data provided to AccuMed for use in the provision of its services. Notwithstanding the foregoing, it is expressly understood and agreed that AccuMed's sole obligation for any breach of this Agreement or failure to meet its obligations hereunder is limited to the obligation of AccuMed to return all monies paid it by Customer relating to the bill or bills in question. THE FOREGOING OBLIGATIONS ARE IN LIEU OF ALL WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING MERCHANTABILITY AND FITNESS FOR PURPOSE. IN NO EVENT SHALL ACCUMED BE LIABLE FOR DIRECT, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHETHER BASED ON CONTRACT, REPRESENTATION, WARRANTY OR TORT, ARISING OUT OF THIS AGREEMENT.

11. NOTICES. Any notice required or permitted to be delivered hereunder shall be (i) delivered in person; (ii) sent by certified mail, return receipt requested, or by national overnight delivery service to the address set forth above; or (iii) by facsimile transmission to the facsimile phone number set forth above, until written notice of change of address or facsimile number has been delivered in the manner set forth herein. Such notice shall be deemed to have been received on the day it was personally delivered or sent by facsimile transmission or the date it was received in the case of mailing or overnight delivery.

12. FORCE MAJEURE. Neither party shall be liable for any failure or delay in performing its obligations under this Agreement due to any cause beyond its reasonable control, including but not limited to fire, accident, labor dispute or unrest, flood, riot, war, rebellion, insurrection, sabotage, transportation delays, shortage of raw materials, energy or machinery, acts of God or of the civil or military authorities of a state or nation, or the inability, due to the aforementioned causes, to obtain necessary labor or facilities.

13. WAIVER. The failure of either party to enforce any term or condition of this Agreement shall not be construed as a waiver by such party of such term or condition, nor shall a waiver of any breach of a term or condition of this Agreement on any one occasion constitute a waiver of any subsequent breach of the same or similar term or condition.

14. ENTIRE AGREEMENT/MODIFICATION. This Agreement embodies the entire agreement and understanding between the parties hereto with respect to the subject matter hereof. Neither this Agreement nor any provision hereof may be changed, waived or discharged orally, but only by an instrument duly signed by the party against which enforcement of the changes, waiver or discharge is sought; provided, however, changes made in order to comply with the provisions of HIPAA shall be deemed accepted and made a part of this Agreement without said signed instrument unless the party receiving such change within thirty (30) days of its receipt thereof delivers written notice to the other party that such change is not acceptable.

15. BINDING EFFECT/ASSIGNMENT. Except as otherwise provided in this Section 15, neither party may assign this Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed; provided, however, AccuMed shall have the right without obtaining Customer's consent to assign this Agreement and all rights and obligations hereunder to any successor of AccuMed due to acquisition, whether by sale of stock or assets, merger, consolidation, reorganization or otherwise. This Agreement shall be binding upon and inure to the benefit of the permitted successors and assignees of the parties hereto and upon such assignment by AccuMed, AccuMed shall be released from all further obligations.

16. INDEPENDENT CONTRACTOR. The parties agree that Customer shall exercise no control over the activities or operations of AccuMed, other than to enforce the specific obligations of AccuMed under this Agreement, and further agree that their relationship is as independent contractors.

17. SEVERABILITY. If any term or provision contained in this Agreement shall be found to be invalid, illegal or unenforceable by a court of competent jurisdiction, such term or provision shall be considered independent and severable from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect. The parties agree that, to the extent allowed by law, any such term or provision found to be invalid, illegal or unenforceable shall be reinterpreted or adapted by the parties in such a way that the intended business purpose of such term or provision is achieved to the maximum extent possible.

18. GOVERNING LAW. As to all matters, including, validity, construction and effect, this Agreement shall be governed by, and construed in accordance with the laws of the State of Michigan without regard to its principles of conflicts of laws.

19. JURISDICTION. Customer consents and agrees that the following courts shall have personal jurisdiction over Customer and all lawsuits relating or arising out of this Agreement: (a) all courts included within Manistee County.

IN WITNESS WHEREOF the parties have signed this Agreement on the dates set forth below their signatures hereto.

ACCEPTANCE

ACCEPTANCE:

ACCUMED BILLING, INC.

(CUSTOMER NAME)

BY: _____
(AUTHORIZED SIGNATURE)

BY: _____
(AUTHORIZED SIGNATURE)

NAME:

NAME: _____
(PRINT OR TYPE NAME AND TITLE)

DATE _____

DATE: _____

SCHEDULE A
ePCR FEE, PAYMENT SCHEDULE, SUPPLIER NAME, SOFTWARE DESCRIPTION,
VALUE AND ANTICIPATED ANNUAL RUN VOLUME

ePCR Supplier: ESO Solutions, Inc., a Texas corporation (“ESO”)

Total Anticipated Billable Annual Run Volume: **500**

Payment Method:

Included with 7.50% contingency fee

Description of the ePCR Product provided and the Current Cost Thereof:

Below is a description of the product being provided by ESO and the current costs being charged to AccuMed by ESO based upon the Anticipated Annual Run Volume.

AccuMed Pay:

AccuMed shall fund \$1,192.00 annually in support of a NEMESIS compliant ePCR solution. This current includes ESO “WEB” based solution and monitor intergration.

SCHEDULE B
DESCRIPTION OF HARDWARE, INITIAL VALUE
AND HARDWARE FEES AND PAYMENT METHOD

NONE PROVIDED

SCHEDULE C

HIPAA BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") is between Manistee Fire Department (Company) and ACCUMED BILLING, INC., a Michigan corporation ("Business Associate"), including all office locations and other business locations at which Business Associate data may be used or maintained. The purpose of this Agreement is to comply with the privacy and security regulations issued by the United States Department of Health and Human Services ("HHS") under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the provisions of the Health Information Technology for Economic and Clinical Health Act ("HITECH"), which is a part of the American Recovery and Reinvestment Act of 2009 ("ARRA"). COMPANY and Business Associate may be referred to herein individually as "Party" or collectively as "Parties."

RECITALS

- A. COMPANY acknowledges that it is a Covered Entity subject to the Privacy and Security Rules (45 CFR Parts 160 and 164) promulgated by the United States Department of Health and Human Services pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA Rules), Public Law 104-191.
- B. Business Associate provides services to COMPANY pursuant to one or more Billing Services Agreements ("Service Agreements").
- C. In the course of executing the Service Agreement requests, Business Associate may come into contact with, maintain, Use or Disclose Protected Health Information ("PHI") (defined in Section 1 below). Said Service Agreements are hereby incorporated by reference and shall be taken and considered as a part of this document the same as if fully set out herein.
- D. By signing Said Service Agreements, AccuMed agrees that it is a Business Associate and will comply with the terms below, in addition to other applicable Contract terms and conditions, and applicable law, relating to the safekeeping, use, and disclosure of PHI. This Amended Schedule C to the Services Agreement comprises the Business Associate Agreement.
- E. In accordance with the federal privacy and security regulations set forth at 45 CFR Part 160 and Part 164, Subparts A, C, D and E, which require COMPANY to have a written memorandum with each of its Business Associates, the Parties wish to establish satisfactory assurances that Business Associate will appropriately safeguard PHI and, therefore, execute this Agreement.

1. DEFINITIONS.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms under the HIPAA Security and Privacy Rules (45 CFR Parts 160, 162 and 164), in the HITECH Act (42 USC §§17901 *et seq*), and in any subsequent creation or modification thereof.

For purposes of this Agreement, the following terms shall have the meaning ascribed to them below:

- A. "**Authorized Employee**" means any member of the Workforce of COMPANY who may receive PHI relating to Treatment, Payment, and Health Care Operations
- B. "**Breach**" or "**Breached**" as defined in 45 CFR §164.402, is the acquisition, access, use, or disclosure of PHI that is not permitted by the HIPAA privacy rule and which compromises the security or privacy of the PHI. The acquisition, access, use or disclosure of PHI in a manner not permitted by the privacy rule is presumed to be a

breach unless a risk assessment, which will include the factors in 45 CFR §164.402(2), demonstrates that there is a low probability that the PHI has been compromised.

C. "**Business Associate**" shall have the same meaning as the term is defined at 45 CFR § 164.103, and in reference to this Agreement shall mean **AccuMed Billing, Inc.**

D. "**Business Associate Agreement**" means the agreement between a Covered Entity and Business Associate or Business Associate and Subcontractor, and a Subcontractor with its Subcontractors, regardless of tier as provided in 45 CFR § 164.502(e).

E. "**Covered Entity**" shall generally have the same meaning as the term "covered entity" at 45 CFR 160.103, and in reference to the party to this agreement, shall mean [COMPANY].

F. **"Designated Record Set"** shall have the meaning set out in its definition at 45 CFR § 164.501, including the group of medical records and billing records maintained by or for COMPANY or (ii) used, in whole or in part, to make decisions about Individuals. As used in these HIPAA Policies and Procedures the term "record" means any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for COMPANY.

G. **"Electronic Protected Health Information"** (e-PHI) shall have the meaning set out in its definition at 45 CFR § 160.103.

H. **"Encryption"** means the process using publicly known algorithms to convert plain text and other data into a form intended to protect the data from being able to be converted back to the original plain text by known technological means.

I. **"Individually Identifiable Health Information"** means information that is a subset of health information, including demographic information collected from an individual, and which is created or received by a health care provider, health plan, employer, or health care clearinghouse; and relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual; or the past, present, or future Payment for the provision of health care to an Individual; and that identifies the Individual; or with respect to which there is reasonable basis to believe the information can be used to identify the Individual. Individually Identifiable Health Information includes part or all of the following demographic information: name or partial name, address, Social Security number, Zip code, birth date, phone number, diagnosis or mental health status, employer, relatives, billing information or any other combination of information used to identify a Individual, in addition to additional information enumerated in 45 CFR. 160.103.

J. **"Limited Data Set"** means PHI that excludes the following direct identifiers of a Individual or of relatives, employers, or household members of a Individual: (i) names; (ii) postal address information, other than town or city, State, and zip code; (iii) telephone numbers; (iv) fax numbers; (v) electronic mail addresses; (vi) Social Security numbers; (vii) medical record numbers; (viii) health COMPANY beneficiary numbers; (ix) account numbers; (x) certificate/license numbers; (xi) vehicle identifiers and serial numbers, including license plate numbers; (x) device identifiers and serial numbers; (xi) Web Universal Resource Locators (URLs); (xii) Internet Protocol (IP) address numbers; (xiii) biometric identifiers, including finger and voice prints; and (ix) full face photographic images and any comparable images.

K. **"Minimum Necessary"** means the Use and Disclosure of PHI, to the extent practicable, of the Limited Data Set, or, if needed, to the minimum PHI necessary to accomplish

the intended purpose of the Use, Disclosure or request, pending further guidance from the Secretary of HHS.

L. **"Physical Safeguards"** shall mean physical measures, policies, and procedures to protect an Entity's electronic Information Systems and related buildings and equipment, from natural and environmental hazards and unauthorized intrusions.

M. **"Privacy Rule"** shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A, and E.

N. **"Protected Health Information"** or "PHI" shall have the same meaning as the term "protected health information" in 45 CFR § 160.103, including Individually Identifiable Health Information created or received by COMPANY., in any form, electronic or paper, that relates to a Individual's past, present or future: (i) physical or mental health or condition; (ii) provision of health care; or (iii) Payment for the provision of health care.

O. **"Required By Law"** shall have the same meaning as the term "required by law" in 45 CFR § 164.103.

P. **"Security Incident"** shall mean the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information or interference with System operations in an information System

Q. **"Security Rule"** shall mean the Security Standards for the Protection of Electronic Protected Health Information" at 45 CFR Parts 160 and 164, Subparts A and C.

R. **"Subcontractor"** shall mean a person to whom a Business Associate delegates a function, activity or service, and the subcontractor of the subcontractor regardless of tier, *i.e.*, all of the downstream entities that receive, access, maintain and/or disclose PHI, other than in the capacity of a member of the Workforce of such Business Associate or Subcontractor.

S. **"Technical Safeguards"** means the technology and the policy and procedures for its use that protect ePHI and control access to it.

T. **"Unsecured PHI"** shall mean protected health information that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of Encryption or a technology or methodology specified by the Secretary.

U. **"Violation"** means (i) a Breach of Unsecured PHI, (ii) a Security Incident; and/or (iii) a non-permitted Use or Disclosure of PHI.

2. OBLIGATIONS OF BUSINESS ASSOCIATE.

Business Associate includes its directors, officers, subcontractors, employees, affiliates, agents, and representatives.

A. **Uses and Disclosures.** Business Associate agrees not to use or disclose Protected Health Information other than

as permitted or required by this Agreement, the Services Agreement or as Required By Law.

B. Appropriate Safeguards. Business Associate shall use appropriate administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of the Covered Entity's PHI and ePHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity and to prevent the use, disclosure or access of the PHI, other than as provided for by this Agreement or the Services Agreement. For ePHI, appropriate safeguards mean all the safeguards of the HIPAA security rule and shall include encryption or any other technologies and methodologies prescribed by the Secretary of the Department of Health and Human Services in regulations implementing the HITECH Act. Business Associate shall verify that it has implemented such safeguards and complies with all standards and implementation specifications set out in the privacy and security regulations.

C. Reporting of Improper Use or Disclosures, Security Incidents and Breaches.

1. **Improper Use or Disclosure.** Business Associate shall report to Privacy Officer of the Covered Entity any use or disclosure of PHI or ePHI not provided for by the Services Agreement and this Agreement within (5) days of becoming aware of such use or disclosure. A full written report will be provided to the Privacy Officer no later than ten (10) business days from the date the Business Associate becomes aware of the improper use or disclosure.

2. **Security Incident.** Business Associate shall report to Privacy Officer of the Covered Entity any successful security incident within five (5) days of becoming aware of such incident, regardless of whether the incident constitutes a Breach as defined in 45 CFR §164.202. A full written report will be provided to the Privacy officer no later than ten (10) business days from the date the Business Associate becomes aware of the incident, provided that to avoid unnecessary burden on either Party, Business Associate will only report attempted but unsuccessful Security Incidents which Business Associate becomes aware of in accordance with a schedule mutually acceptable to the Parties and provided that any reporting shall be made no more often than is reasonable based upon the relevant facts, circumstances and industry.

3. **Breaches.** In the event of a Breach of Unsecured PHI that Business Associate accesses, maintains, retains, modified, records, stores, destroys, or otherwise holds or uses on behalf of Covered Entity, Business Associate shall report such Breach to Covered Entity immediately, but in no event more than five (5) days after discovering the Breach. A Breach shall be treated as discovered at the point when any member of the Business Associate's workforce, contractors, agents or officials is aware, or would be aware by exercising reasonable diligence, of the Breach. A full written report will be provided to the

Privacy Officer no later than ten (10) business days from the date the Business Associate becomes aware of the Breach.

Notice of a Breach shall be in writing and shall include, at a minimum: (a) the identification of each individual whose PHI has been, or is reasonably believed to have been, accessed, acquired, or disclosed during the breach; (b) a description of what happened, including the date of the Breach and the date of discovery of the Breach; (c) a description of the types of PHI that were involved in the Breach; (d) steps individuals should take to protect themselves from potential harm resulting from the Breach; (e) the identity of who made the non-permitted access, use or disclosure and who received the non-permitted access, use or disclosure, (f) a description of the Business Associates' investigation and response to the Breach, (g) actions taken to prevent any further non-permitted access, uses or disclosures, and (h) actions taken to mitigate any deleterious effect of the non-permitted access, use or disclosure. Business Associate will provide additional information to the Covered Entity as requested.

4. **Mitigation.** Business Associate shall, in consultation with Covered Entity, mitigate, to the extent practicable, any harmful effect to Covered Entity from an unauthorized use or disclosure of PHI or from any security incident by Business Associate in violation of the requirements of this Agreement or from a Breach of Unsecured PHI.

D. Minimum Necessary. Business Associate, its agents or subcontractors shall only request, use and disclose the minimum amount of PHI necessary to accomplish the purpose of the request, use or disclosure.

E. Access to and Amendment of PHI. If Business Associate maintains PHI in a Designated Record Set, Business Associate shall, at the request of Covered Entity and as specifically directed by the Covered Entity,, (1) make the PHI available to an Individual in compliance with 45 CFR §164.524 and section 13405(e) of the HITECH Act and any regulations promulgated thereunder; or (2) make amendment(s) to PHI in accordance with 45 CFR §164.526. If an Individual makes a request for access or for amendment of PHI directly to Business Associate, such request shall be forwarded to Covered Entity in writing within two (2) business days of the request. Covered Entity shall be responsible for responding to such requests in accordance with the regulations.

F. Accounting and Documentation of Disclosures. Business Associate agrees to document disclosures of PHI and information as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures in accordance with 45 CFR §164.528 and the HITECH Act, as applicable. At a minimum, such documentation shall include: (i) the date of the disclosure; (ii) the name of the entity or person who received PHI and, if known, the address of the entity or person; (iii) a brief

description of the PHI disclosed; and (iv) a brief statement of the purpose of the disclosure that reasonably informs the Individual of the basis for the disclosure. This documentation will be retained for a period of six (6) years following the disclosure unless it is transferred to the Covered Entity at the termination of the Services Agreement. Upon request by Covered Entity, Business Associate shall provide such documentation to Covered Entity to respond to request by an Individual for an accounting of disclosures of PHI in accordance with 45 CFR §164.528. In the event that an Individual requests an accounting directly to Business Associate, Business Associate shall forward such request to Covered Entity in writing within two (2) business days of receipt of such request. It shall be Covered Entity's responsibility to prepare and deliver any such accounting to the Individual.

G. Audits, Inspection, and Enforcement. Within ten (10) days of a written request by Covered Entity, Business Associate shall allow Covered Entity to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of PHI pursuant to this Agreement for the purpose of determining whether Business Associate has complied with this Agreement. The fact that Covered Entity inspects, or fails to inspect, does not relieve Business Associate of its responsibility to comply with this agreement, nor does Covered Entity's failure to detect an unsatisfactory practice constitute acceptance of such practice or a waiver of Covered Entity's enforcement of rights under this Agreement.

H. Governmental Access to Records. Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI relating to the use and disclosure of PHI received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary, in a time and manner reasonably designated by Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Regulations.

I. Training. Business Associate agrees to provide adequate training to its employees and subcontractors to ensure compliance with HIPAA and the HITECH Act.

J. Marketing. Business Associate shall use and disclose PHI for marketing purposes only as expressly directed by the Covered Entity, and in accordance with sec. 13406(a) of the HITECH Act and the Telephone Consumer Protection Act of 1991 ("TCPA"), 47 USC § 227 and regulations issued by the Federal Communications Commission pursuant thereto set forth in 47 CFR § 64.1200.

K. Sale of PHI and EHRs. Business Associate is prohibited from selling EHRs and PHI in accordance with sec. 13305(d) of the HITECH Act.

L. Business Associate's Agents. Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by

Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

M. Privacy and Security Compliance: Business Associate will comply with all obligations of the Covered Entity when performing duties for the Covered Entity related to compliance with the HIPAA, HITECH or any regulations promulgated thereunder.

N. Prevention of Identity Theft: If Business Associate is a Service Provider, as defined above, Business Associate shall perform all services and conduct all activities under the Service Agreement and this Agreement in accordance with reasonable policies and procedures which are designed to identify, prevent, and mitigate identity theft in accordance with the standards established by 16 CFR Part 681 and other applicable law. Business Associate shall provide such policies and procedures to Covered Entity upon request.

O. Exporting PHI: Business Associate, its agents and subcontractors will not export PHI beyond the borders of the United States without approval from Covered Entity.

3. COMPLIANCE WITH HIPAA PRIVACY AND SECURITY RULES.

Business Associate Acknowledges that it has a statutory duty under the HITECH Act to, among other duties, maintain, use and disclose PHI in compliance with 45 CFR §164.504(e) (the provisions of which have been incorporated into the Agreement), 45 CFR §164.308 (Security Standards), 45 CFR §164.310 (Administrative Safeguards), 45 CFR §164.312 (Technical Safeguards), and 45 CFR §164.316 (Policies and Procedures and Documentation Requirements), as amended from time to time. The Parties acknowledge that failure to comply with these or any other statutory duties may result in civil and/or criminal penalties under 42 USC §§1320d-5 and 1320d-6.

4. OBLIGATIONS OF COVERED ENTITY

A. Covered Entity shall notify Business Associate of any limitation(s) in the notice of privacy practices of Covered Entity under 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of protected health information.

B. Covered Entity shall notify Business Associate of any changes in or revocation of, the permission by an individual to use or disclose his or her protected health information, to the extent that such changes may affect the Business Associate's use or disclosure of protected health information.

C. Covered Entity shall notify Business Associate of any restriction on the use or disclosure of protected health information that Covered Entity has agreed to or is required to abide by under 45 CFR § 164.522, to the extent

that such restriction may affect Business Associate's user or disclosure of protected health information.

D. Covered Entity shall not request Business Associate to use or disclose protected health information in any manner that would not be permissible under Subpart E of 45 CFR part 164 if done by Covered Entity.

5. TERM AND TERMINATION

A. **Term.** This Agreement shall be effective as of the date on which it has been signed by both parties. This Agreement shall terminate upon the expiration or termination of the Services Agreement of this Agreement.

B. **Termination in General.** Termination of the Services Agreement or this Agreement shall require Business Associate to return or destroy all PHI received from, or created or received by the Business Associate on behalf of COMPANY and shall further require Business Associate to ensure that all Subcontractors it may engage on its behalf that will have access to PHI agree to the same restrictions and conditions that apply to Business Associate with respect to disposition of such PHI.

C. **Termination for Cause.** This Agreement authorizes and Business Associate acknowledges and agrees COMPANY shall have the right to immediately terminate this Agreement and Service Agreement in the event Business Associate fails to comply with, or violates a material provision of this Agreement and any provision of the Privacy and Security Rules.

Upon COMPANY's knowledge of a material breach by Business Associate, COMPANY shall either: (1) Provide notice of breach and an opportunity for Business Associate to reasonably and promptly cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the reasonable time specified by COMPANY; or (2) Immediately terminate this Agreement if Business Associate has breached a material term of this Agreement and cure is not possible; or

D. **Effect of Termination.** Upon termination of this Agreement for any reason, except as provided below, Business Associate shall at its own expense either return and/or destroy all PHI or ePHI and other Confidential Information received from COMPANY or created or received by Business Associate on behalf of COMPANY. This provision applies to all Confidential Information regardless of form, including but not limited to electronic or paper format. This provision shall also apply to PHI and other confidential information in the possession of Subcontractors of Business Associate. The Business Associate shall consult with the COMPANY as necessary to assure an appropriate means of return and/or destruction and shall notify COMPANY in writing when such destruction is complete. If information is to be returned, the Parties shall document when all information has been received by the COMPANY.

E. **Equitable Remedies.** Business Associate acknowledges and agrees that COMPANY will suffer irreparable damage upon Business Associate's breach of this Agreement, and that such damages shall be difficult to quantify. Business Associate acknowledges and agrees that COMPANY may file an action for an injunction to enforce the terms of this Agreement against Business Associate, in addition to any other remedy COMPANY may have, including reporting violations to the Secretary of HHS. Where COMPANY has knowledge of any material breach by Business Associate, COMPANY may take proceedings against Business Associate before any court having jurisdiction to obtain an injunction or any legal proceedings to cure or stop such material breach, without more notice than is set forth in this Section of this Agreement.

6. MISCELLANEOUS.

A. **Indemnification.** Business Associate shall indemnify, defend and hold harmless, and shall require its Subcontractors to indemnify, defend and hold harmless COMPANY and its trustees, COMPANY administrators, directors, officers, Subcontractors, members of the Workforce, affiliates, agents, and representatives from and against any and all third party liabilities, costs, claims, suits, actions, proceedings, demands, losses and liabilities of any kind (including court costs and reasonable attorneys' fees) brought by any one or more of the following: (1) a third party, including Individuals and/or Authorized Representatives of Individuals; (2) the Secretary of HHS or any other governmental entity; (3) in accordance with the federal common law of agency, as provided in 45 CFR 164.402(c); 160.103; and/or (4) for breach of this Agreement arising solely from or relating to the acts or omissions of Business Associate or any of its directors, officers, Subcontractors, members of the Workforce, affiliates, agents, and representatives in connection with the Business Associate's or Subcontractor's performance under this Agreement, without regard to any limitation or exclusion of damages provision otherwise set forth in the Agreement. The indemnification provisions of this Section shall survive the termination of this Agreement.

B. **Identity Theft Program Compliance.** To the extent that COMPANY is required to comply with the final rule entitled "Identity Theft Red Flags and Address discrepancies under the Fair and Accurate Credit Transactions Act of 2003," as promulgated and enforced by the Federal Trade Commission (16 CFR Part 681) (the "Red Flags Rule") and that AccuMed is performing an activity in connection with one or more "covered accounts," as that term is defined in the Red Flags Rule, pursuant to the Contract, AccuMed shall establish and comply with its own reasonable policies and procedures designed to detect, prevent, and mitigate the risk of identity theft, which shall be consistent with and no less stringent than those required under the Red Flags Rule or the policies and procedures of COMPANY's Red Flags

Program. AccuMed shall provide its services pursuant to the Contract in accordance with such policies and procedures. AccuMed shall report any detected "red flags," as that term is defined in the Red Flags Rule, to COMPANY and shall, in cooperation with COMPANY, take appropriate steps to prevent or mitigate identity theft.

C. **Insurance.** Business Associate shall obtain no later than one (1) month from effective date of this Agreement and maintain during the term of this Agreement liability insurance covering claims based on a violation of the Privacy Rule or any applicable law or regulation concerning the privacy of a patient information and claims based on its obligations pursuant to this Section in an amount not less than \$1,000,000 per claim. Such insurance shall be in the form of occurrence- based coverage and shall name COMPANY as an additional name insured. A copy of such policy or certificate evidencing the policy shall be provided to COMPANY upon written notice.

D. **Limitation of Liability.** Neither party shall be liable to the other party for any incidental, consequential, special, or punitive damages of any kind or nature, whether such liability is asserted on the basis of contract, tort (including, without limitation, negligence or strict liability) or otherwise, even if the other party has been advised of the possibility of such loss or damages. The parties acknowledge and agree that Business Associate's liability to Covered Entity in connection with any claim by a third party, including, without limitation, any liability of Business Associate for contribution, shall be limited to the amount of liability to which Business Associate would be subject in a direct action by such third party under Michigan law.

E. **Regulatory Reference.** A reference in this Agreement to a section in the Privacy and/or Security Rule means the section as in effect or as amended.

F. **Amendment.** The parties agree to take such action as necessary to amend this Agreement from time to time to comply with the requirements of the Security and Privacy Rules, the HITECH Act and HIPAA.

G. **Survival.** The respective rights and obligations of Business Associate and Subcontractors shall survive the termination of this Agreement.

H. **Interpretation.** Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits COMPANY and the Business Associate and Subcontractors to comply with the HIPAA Rules.

I. **Notices and Communications.** All instructions, notices, consents, demands, or other communications required or contemplated by this Agreement shall be in writing and shall be delivered by hand, by facsimile transmission, by overnight courier service, or by first class mail, postage prepaid, addressed to the respective party at the appropriate facsimile number or address as set forth on the first page of this Agreement, or to such other party, facsimile number, or address as may be hereafter specified by written notice. (For purposes of this section, effective

notice to "Respective Party" is not dependent on whether the person named below remains employed by such Party.) The Parties agree to use their best efforts to immediately notify the other Party of changes in address, telephone number, fax numbers to promptly supplement this Agreement as necessary with corrected information.

All instructions, notices, consents, demands, or other communications shall be considered effectively given as of the date of hand delivery; as of the date specified for overnight courier service delivery; as of three (3) business days after the date of mailing; or on the day the facsimile transmission is received mechanically by the facsimile machine at the receiving location and receipt is verbally confirmed by the sender.

H. **Strict Compliance.** No failure by any Party to insist upon strict compliance with any term or provision of this Agreement, to exercise any option, to enforce any right, or to seek any remedy upon any default of any other Party shall affect, or constitute a waiver of, any Party's right to insist upon such strict compliance, exercise that option, enforce that right, or seek that remedy with respect to that default or any prior, contemporaneous, or subsequent default. No custom or practice of the Parties at variance with any provision of this Agreement shall affect, or constitute a waiver of, any Party's right to demand strict compliance with all provisions of this Agreement.

I. **Severability.** With respect to any provision of this Agreement finally determined by a court of competent jurisdiction to be unenforceable, such court shall have jurisdiction to reform such provision so that it is enforceable to the maximum extent permitted by applicable law, and the Parties shall abide by such court's determination. In the event that any provision of this Agreement cannot be reformed, such provision shall be deemed to be severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

J. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan except to the extent that Michigan law has been pre-empted by HIPAA and without giving effect to principles of conflicts of law. Jurisdiction shall be Oakland County, Michigan for purposes of any litigation resulting from disagreements of the parties for purpose of this Agreement and the Service Agreement (s).

K. **Independent Contractors.** None of the provisions of this Agreement are intended to create nor will they be deemed to create any relationship between the parties other than that of independent parties contracting with each other as independent contractors solely for the purposes effecting the provisions of this Agreement.

L. **Rights of Third Parties.** This Agreement is between the Provider and the Business Associate and shall not be

construed, interpreted, or deemed to confer any rights whatsoever to any third party or parties.

M. **Validity of Execution.** Unless otherwise agreed, the parties may conduct the execution of this Business Associate Agreement transaction by electronic means. The parties may agree that an Electronic Record of the Agreement containing an electronic signature is valid as an executed Agreement.

MEMO TO: Thad Taylor, City Manager
FROM: Brandon Prince, Public Works Leadman *BP*
DATE: January 29, 2019
SUBJECT: Street Light Addition



Public Works
231-723-7132

A request for a street light addition to the residential area of Pine St. north of 2nd St. at the dead end. Consumers Energy was contacted to verify if the addition of the light to a current utility pole would be available to handle the request. They confirmed that the location is an appropriate area for the addition of a street light and would install the light structure to the existing utility pole for \$100.00. Consumers requires an authorization of resolution to install a Light at Pine St. north of 2nd St.

RESOLUTION

RESOLVED, that it is hereby deemed advisable to authorize Consumers Energy Company to make changes in the lighting service as provided in the Standard Lighting Contract between the Company and the City of MANISTEE, dated 6/12/2012, in accordance with the Authorization for Change in Standard Lighting Contract dated 6/12/2012,

heretofore submitted to and considered by this commission council board ;and

RESOLVED, further, that the CITY Clerk be and are authorized to execute such authorization for change on the behalf of the City.

STATE OF MICHIGAN
COUNTY OF Manistee

I, _____, Clerk of the City of MANISTEE, do hereby certify that the foregoing resolution was duly adopted by the commission council board of said municipality, at the meeting held on _____.

Dated:

Municipal Customer Type: City

GENERAL SERVICE UNMETERED LIGHTING RATE GUL, STANDARD HIGH INTENSITY DISCHARGE

| <i>Number of Luminaires</i> | <i>Nominal Watts</i> | <i>Luminaire Type</i> | <i>Fixture Type</i> | <i>Fixture Style</i> | <i>Install Remove</i> | <i>Location</i> |
|---------------------------------|--------------------------|---------------------------|---------------------|----------------------|---------------------------|---|
| 1 | <u>100</u> | <u>HPS</u> | <u>Cobrahead</u> | <u>Cutoff</u> | <u>Install</u> | 1 Block North of Pine St. Intersection and 2nd St. |



**AUTHORIZATION FOR CHANGE IN
STANDARD LIGHTING CONTRACT
(COMPANY-OWNED) FORM 547**

Contract Number: 100000279636

Consumers Energy Company is authorized as of 6/12/2012, by the City of MANISTEE, to make changes, as listed below, in the lighting system(s) covered by the existing Standard Lighting Contract between the Company and the City of MANISTEE, dated 6/12/2012.

Lighting Type:

General Service Unmetered Lighting Rate GUL, Standard High Intensity Discharge

Notification Number(s):

1043195901

Construction Work Order Number(s):

32714729

Except for the changes in the lighting system(s) as herein authorized, all provisions of the aforesaid Standard Lighting Contract dated 6/12/2012 shall remain in full force and effect.

City of MANISTEE

By:

(Signature)

(Printed)

Its

(Title)

This Agreement may be executed and delivered in counterparts, including by a facsimile or an electronic transmission thereof, each of which shall be deemed an original. Any document generated by the parties with respect to this Agreement, including this Agreement, may be imaged and stored electronically and introduced as evidence in any proceeding as if original business records. Neither party will object to the admissibility of such images as evidence in any proceeding on account of having been stored electronically.

MEMO TO: Thad Taylor, City Manager
FROM: Jeffrey W. Mikula, Public Works Director
DATE: January 31, 2019
SUBJECT: Beach Cleaner



Public Works
231-723-7132

The current fiscal year budget included a total of \$77,000 to purchase a new skidsteer and mower. The new skidsteer was leased for \$2,200 and the mower was purchased for under \$12,000. With our trade-in allowance for the existing skidsteer, total Motor Pool expenditures have totaled approximately \$4,600 to date.

DPW has been researching options to replace the existing Cherrington Beach Cleaner. The Cherrington adequately cleans our beaches however, the annual maintenance costs are very high. The machine screens sand by utilizing metal on metal techniques and has been averaging over \$3,000 in annual maintenance costs. We have researched other means of cleaning beaches and have found that communities throughout Michigan have been converting to a Barber Surf Rake. The Surf Rake utilizes tines to screen the sand and eliminates metal on metal contact. The Surf Rake also cleans the sand deeper, removes smaller sized debris, can clean the beaches and transport the equipment to and from the DPW Garage faster, reducing staff time. We have demonstrated this machine two separate times in Manistee and are quite impressed with its performance. The Surf Rake is towed behind a tractor so there would be two pieces of equipment to acquire.

We received a quote for a Surf Rake 400HD (I believe the same unit Ludington purchased two years ago) in the amount of \$41,946.00. H. Barber & Sons, Inc. is the exclusive dealer for the Surf Rake.

We have identified that New Holland offers a Municipal Leasing program for tractors. This is the same program we used to lease a new skidsteer in 2018. A 2019 New Holland Powerstar 75 can be leased for one year for \$3,400.00. A new tractor would be leased each year while the program is available. The quoted Municipal purchase for this tractor is \$49,500.00. We have not identified other companies that offer a similar Municipal Lease Program.

There is approximately \$72,000 in budgeted Motor Pool expenditures remaining this fiscal year. We are proposing to purchase a Surf Rake and lease a tractor for a total of \$45,400. The remaining \$26,600 would remain in the Motor Pool fund for future purchases. The annual maintenance costs would also substantially be reduced. Future tractor leases or an outright purchase would be required in future years, however the current lease program is more economical than an outright purchase.

If approved, the budgeted DPW Motor Pool purchases this year will have leveraged the funds to replace two pieces of equipment by actually upgrading three pieces of equipment and reducing annual maintenance costs by \$5-6,000 and staying \$26,600 under budget. The existing mower and Cherrington beach cleaner will be sold with proceeds (estimated at \$25,000+) returned to the Motor Pool Fund.

