

# MANISTEE CITY COUNCIL

## MEETING AGENDA

TUESDAY, MARCH 19, 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.) Payroll.

b.) Invoices.

VII. a.) Consideration of Ordinance 19-04 Chapter 663 Fireworks.

b.) Consideration of Ordinance 19-05 Chapter 662 Peace Disturbances.

c.) Consideration of Ordinance 19-06 Chapter 606 Animals.

d.) Consideration of Ordinance 19-07 Chapter 1482 Residential Rental Properties.

e.) Consideration of Ordinance 19-08 Chapter 1024 Sidewalks and Riverwalk.

f.) Consideration of Ordinance 19-09 Chapter 292 Employee Savings Plan and Chapter 294 Employees Retirement System.

IX. b.) Notification Regarding Next Work Session.

c.) Consideration of a Food Truck on River Street for the Ideal Kitchen Celebration.

d.) Consideration of Annual Forest Festival Events.

e.) Consideration of Annual Grapes on the River Event.

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

- \*V. **Approval of Minutes.** Approval of the minutes of the March 5, 2019 regular meeting and the March 12, 2019 work session as attached.

**VI. Financial Report.**

\*a.) PAYROLL.

\*b.) INVOICES.

**VII. Unfinished Business.**

- \*a.) CONSIDERATION OF ORDINANCE 19-04 CHAPTER 663 FIREWORKS.

There are two proposed changes to Chapter 663. The Michigan Fireworks Safety Act was amended at the end of 2018 to allow greater periods of time for cities to bar the use of consumer fireworks. The City's current ordinance bars the use of consumer fireworks in the City, except for those periods of time that Michigan law did not permit a city to regulate. The proposed modification to the ordinance bars the use of consumer fireworks except for those days and times that the 2018 amendment to the Michigan Fireworks Safety Act does not permit the City to regulate. The penalty section for the ordinance is also changed to follow the change to state law.

This ordinance has been reviewed by the Council Ordinance Committee. As an ordinance two separate readings are required. This ordinance was introduced at the March 5, 2019 meeting and could be adopted at this time.

At this time Council could take action to adopt Ordinance 19-04 amending Chapter 663 Fireworks.

- \*b.) CONSIDERATION OF ORDINANCE 19-05 CHAPTER 662 PEACE DISTURBANCES.

Two changes were made to Chapter 662. First, Section 662.01 B.1. provides that being intoxicated in a public place, standing alone, is not a violation, but the individual must also be acting in a way that endangers the safety of someone, endangers property, or is causing a public disturbance. This change was to conform to the requirements of Michigan law.

Section 662.01 B.15. was added to provide that consumption of marihuana in a public place, other than an area identified by a private property owner, is

prohibited. The Michigan Regulation and Taxation of Marihuana Act (Recreational Marihuana) allows municipalities to authorize consumption in a public place and the ordinance is intended to make clear that it is not authorized in Manistee. The Act is silent as to what penalty, if any, is imposed for violating the restriction against consumption in a public place. The ordinance makes it a misdemeanor to consume in a public place.

This ordinance has been reviewed by the Council Ordinance Committee. As an ordinance two separate readings are required. This ordinance was introduced at the March 5, 2019 meeting and could be adopted at this time.

At this time Council could take action to adopt Ordinance 19-05 amending Chapter 662 Peace Disturbances.

\*c.) CONSIDERATION OF ORDINANCE 19-06 CHAPTER 606 ANIMALS.

The proposed modifications to Chapter 606 are to incorporate, with respect to dogs and cats, state law. By incorporating state law, City Police Officers are able to charge what is described as a state offense as a City ordinance violation.

Section 606.5 D. was added to prohibit dogs on City beaches, except between the piers at First Street Beach and from the north end of Man-Made Lake to the north end of the City beach. While the City has posted the prohibition of dogs on the beaches, without an ordinance City Police Officers were unable to ticket violators.

This ordinance has been reviewed by the Council Ordinance Committee. As an ordinance two separate readings are required. This ordinance was introduced at the March 5, 2019 meeting and could be adopted at this time.

At this time Council could take action to adopt Ordinance 19-06 amending Chapter 606 Animals.

\*d.) CONSIDERATION OF ORDINANCE 19-07 CHAPTER 1482 RESIDENTIAL RENTAL PROPERTIES.

The ordinance to amend parts of Chapter 1482 is primarily intended to address confusion as to whether short-term rentals and bed and breakfasts are exempt from the rental inspection requirements. The ordinance refers to hotels, motels, and overnight rooms intended for transient use as being exempt. Pursuant to Michigan law hotels, motels, and overnight rooms designed for transient use are subject to inspection by the State of Michigan. Bed and breakfasts, Airbnb, etc. are not subject to inspection by the State, consequently they are subject to inspection by the City pursuant to the rental inspection program. The amendment clarifies which rentals must comply with the inspection requirement. It also clarifies that the

Certificate of Compliance issued after inspection terminates after three years, but is assignable to a new owner. The remaining changes were to correct or clarify language in the ordinance.

This ordinance has been reviewed by the Council Ordinance Committee. As an ordinance two separate readings are required. This ordinance was introduced at the March 5, 2019 meeting and could be adopted at this time.

At this time Council could take action to adopt Ordinance 19-07 amending Chapter 1482 Residential Rental Properties.

\*e.) CONSIDERATION OF ORDINANCE 19-08 CHAPTER 1024 SIDEWALKS AND RIVERWALK.

The proposed change to Chapter 1024 prohibits walking dogs along the Riverwalk from the west end of the City Marina to the west end of the Riverwalk. Bicycles, skateboarding, and rollerblading are prohibited along all portions of the Riverwalk. Just like Chapter 606, by providing these restrictions in the ordinance, City police officers are able to ticket violators. The proposed change makes clear that a violation of Chapter 1024 is a civil infraction.

This ordinance has been reviewed by the Council Ordinance Committee. As an ordinance two separate readings are required. This ordinance was introduced at the March 5, 2019 meeting and could be adopted at this time.

At this time Council could take action to adopt Ordinance 19-08 Chapter 1024 Sidewalks and Riverwalk.

\*f.) CONSIDERATION OF ORDINANCE 19-09 CHAPTER 292 EMPLOYEE SAVINGS PLAN AND CHAPTER 294 EMPLOYEES RETIREMENT SYSTEM.

The City has two ordinances regarding employee retirement that have been superseded by City Council adopting the Michigan Employees Retirement System (MERS) in 2005 and recent City Council action to set up a defined contribution plan for new nonunion hires. The ordinances are no longer needed and should be repealed.

This ordinance has been reviewed by the Council Ordinance Committee. As an ordinance two separate readings are required. This ordinance was introduced at the March 5, 2019 meeting and could be adopted at this time.

At this time Council could take action to adopt Ordinance 19-09 repealing Chapter 292 Employee Savings Plan and Chapter 294 Employees Retirement System.

## **VIII. New Business.**

### a.) CONSIDERATION OF AN OLGA STREET VACATION REQUEST.

The Little River Band of Ottawa Indians, Gary Niesen and Donald Pachesny request to vacate the southern portion of Olga Street from midway block between Eighth Street and continuing to the remaining portion of the entire block of Olga Street between Ninth Street and Tenth Street. The Planning Commission took action at their March 7, 2019 meeting to recommend approval.

At this time Council could take action to approve the request to vacate the southern portion of Olga Street.

### b.) CONSIDERATION OF RENEWING CHARTER COMMUNICATIONS LOCAL FRANCHISE AGREEMENT.

Charter Communications is requesting a ten-year renewal of the Local Franchise Agreement. The current franchise fee of 5% and the PEG fee of \$0.22 will remain the same in the renewal agreement.

At this time Council could take action to authorize a ten-year renewal of the Local Franchise Agreement with Charter Communications.

### c.) CONSIDERATION OF ACTING AS A FIDUCIARY FOR BLOSSOM BOULEVARD.

Blossom Boulevard has been part of the Manistee Community for decades. A new committee has formed to once again plant flowers along US-31 beginning this spring. Until the Blossom Boulevard Corporation can be reinstated with the State of Michigan, the committee is requesting the City of Manistee act as a fiduciary to process payments to vendors. The City would be reimbursed from existing funds and new donations being managed by the Manistee Community Foundation.

At this time Council could take action to approve acting as a fiduciary to Blossom Boulevard until such time as the Corporation can be reinstated with the State of Michigan.

### d.) CONSIDERATION OF A 2019 CATEGORY B GRANT APPLICATION.

The Michigan Department of Transportation notified the City that a new grant program had been created to assist with paving streets for communities with populations less than 10,000. The maximum grant amount is \$250,000 with a 50/50 match. The City has identified eligible street segments adjacent to planned

construction and will utilize these projects as match money. This application is for 2019 construction.

At this time Council could take action to adopt a resolution authorizing Jeffrey W. Mikula to act as agent on behalf of the City and sign the project agreement; commits the City to one-half of the construction costs; and commits the City to a maintenance program for design life of the facilities constructed.

e.) **CONSIDERATION OF A 2020 CATEGORY B GRANT APPLICATION.**

The Michigan Department of Transportation notified the City that a new grant program had been created to assist with paving streets for communities with populations less than 10,000. The maximum grant amount is \$250,000 with a 50/50 match. The City has identified eligible street segments adjacent to planned construction and will utilize these projects as match money. This application is for 2020 construction.

At this time Council could take action to adopt a resolution authorizing Jeffrey W. Mikula to act as agent on behalf of the City and sign the project agreement; commits the City to one-half of the construction costs; and commits the City to a maintenance program for design life of the facilities constructed.

f.) **CONSIDERATION OF ECONOMIC DEVELOPMENT SERVICES AGREEMENT WITH THE MANISTEE AREA CHAMBER OF COMMERCE.**

On February 5, 2019 City Council voted unanimously in support of the concept for the Manistee Area Chamber of Commerce to provide economic development services for the City and directed the City Attorney and staff to draft an agreement.

A three-year agreement has been drafted with an effective date of July 1, 2019 that includes the following: an annual payment of \$20,000, scope of services, and requires quarterly reports to the City Council on their activities.

At this time Council could take action to authorize the Mayor and City Clerk to execute the Economic Development Services Agreement with the Manistee Area Chamber of Commerce.

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

a.) **A REPORT FROM THE PUBLIC SAFETY DEPARTMENT.**

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

At this time Chief Tim Kozal will report on the activities of the Public Safety Departments 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, April 9, 2019 at 7:00 p.m. A discussion will be conducted on the 2019-2020 Budget and Capital Improvement Plan; and such business as may come before Council.

No action is required on this item.

**\*c.) CONSIDERATION OF A FOOD TRUCK ON RIVER STREET FOR THE IDEAL KITCHEN CELEBRATION.**

The Ideal kitchen is celebrating 13 years of operation in the City of Manistee. The Ideal Kitchen is requesting approval for a food truck to be parked in front of the business during the celebration on Saturday, April 13, 2019 from 10:00 a.m. to 6:00 p.m. The truck would take up three parking spaces in front of the Ideal Kitchen, 421 River Street and Surroundings, 423 River Street.

At this time Council could take action to approve the usage of a food truck in front of Ideal Kitchen and Surroundings on River Street on Saturday, April 13, 2019; subject to appropriate department approvals.

**\*d.) CONSIDERATION OF ANNUAL FOREST FESTIVAL EVENTS.**

The Manistee Area Chamber of Commerce has requested authorization to hold the 83<sup>rd</sup> Annual Manistee National Forest Festival and associated events scheduled for July 4-7, 2019. The event request includes parades, fireworks, hospitality tent, arts & crafts show, and much more.

At this time Council could take action to support and approve the request to use City services, parks and streets for the 83<sup>rd</sup> Annual Manistee National Forest Festival from July 4 – 7, 2019; subject to appropriate department approvals.

**\*e.) CONSIDERATION OF ANNUAL GRAPES ON THE RIVER EVENT.**

The Manistee Area Chamber of Commerce has requested authorization to hold the Annual Grapes on the River event on Saturday, August 10, 2019 between the hours of 4:00 p.m. and 8:00 p.m. This event will take place on River Street

between Water and Pine Streets; and on the grounds of the Manistee Municipal Marina.

At this time Council could take action to support and approve the request to use City services, parks and streets for the annual Grapes on the River event on Saturday, August 10, 2019; subject to appropriate department approvals.

**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 – March 5, 2019
- 2. Council Work Session Minutes – March 12, 2019
- 3. Payroll Report
- 4. Invoice Report
- 5. Olga Street Vacation Request
- 6. Charter Franchise Renewal
- 7. Blossom Boulevard Fiduciary
- 8. 2019 Category B Grant Application
- 9. 2020 Category B Grant Application
- 10. Chamber Economic Development Agreement
- 11. Ideal Kitchen Food Truck Request
- 12. Forest Festival Event Request
- 13. Grapes on the River Event Request

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## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – MARCH 5, 2019

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A regular meeting of the Manistee City Council was called to order by his honor, Mayor Roger Zielinski on Tuesday, March 5, 2019 at 7:00 pm 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 and Erin Pontiac

**ABSENT:** James Grabowski

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

### CITIZEN COMMENTS ON AGENDA RELATED ITEMS

Mike Herbert, 306 Hancock St. – urged City Council members not to adopt Ordinance 19-05 Chapter 662 Peace Disturbances.

### CONSENT AGENDA

- Minutes - February 19, 2019 - Regular Meeting
  
- Financial Reports
  - Cash Balances January 2019
  - Revenues & Expenses January 2019
  
- Notification Regarding Next Work Session – March 12, 2019, 7:00 pm  
A discussion will be conducted on Special Events/Use of Public Funds, Capital Improvement Plan presentation, discussion on MAPS Blighted Building/Paine Pool, and a discussion with the DDA; and such business as may come before Council.
  
- Consideration of the 2019 Catamaran Racing Association of Michigan Manistee Regatta  
The Catamaran Racing Association of Michigan is requesting the use of Douglas Park for the Manistee Regatta event. The event will take place Friday, August 9 from 3:00 p.m. to Sunday, August 11, 2019 at 4:00 p.m. and will include launching 20-30 catamarans from Douglas Park and sailing on Lake Michigan.

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

With a roll call vote this motion passed unanimously.

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

**NAYS:** None

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## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – MARCH 5, 2019

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### FIRE CAPTAIN PROMOTION PRESENTATION

Public Safety Director Tim Kozal made a presentation to Firefighter Brent Haskin of promotion to Captain.

### CONSIDERATION OF RESCHEDULING THE NEXT REGULAR MEETING

The second meeting in March had been scheduled for Monday, March 18, 2019 to allow Council and administrative staff to attend the Michigan Municipal League Capital Conference in Lansing. No councilmembers or city staff has signed up to attend. The City Manager recommends changing this meeting back to the normal Tuesday night schedule.

MOTION by Cooper, second by Goodspeed to reschedule the next regular meeting from Monday, March 18 to Tuesday, March 19, 2019 at the regular time and place.

With a roll call vote this motion passed unanimously.

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

NAYS: None

### CONSIDERATION OF ORDINANCE 19-04 CHAPTER 663 FIREWORKS

There are two proposed changes to Chapter 663. The Michigan Fireworks Safety Act was amended at the end of 2018 to allow greater periods of time for cities to bar the use of consumer fireworks. The City's current ordinance bars the use of consumer fireworks in the City, except for those periods of time that Michigan law did not permit a city to regulate. The proposed modification to the ordinance bars the use of consumer fireworks except for those days and times that the 2018 amendment to the Michigan Fireworks Safety Act does not permit the City to regulate. The penalty section for the ordinance is also changed to follow the change to state law.

This ordinance has been reviewed by the Council Ordinance Committee. As an ordinance two separate readings are required. If this ordinance is introduced at this time it could be adopted at the next regular meeting.

MOTION by Beaton, second by Cooper to introduce Ordinance 19-04 amending Chapter 663 Fireworks.

With a roll call vote this motion passed unanimously.

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

NAYS: None

### CONSIDERATION OF ORDINANCE 19-05 CHAPTER 662 PEACE DISTURBANCES

Two changes were made to Chapter 662. First, Section 662.01 B.1. provides that being intoxicated in a public place, standing alone, is not a violation, but the individual must also be acting in a way that

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## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – MARCH 5, 2019

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endangers the safety of someone, endangers property, or is causing a public disturbance. This change was to conform to the requirements of Michigan law.

Section 662.01 B.15. was added to provide that consumption of marihuana in a public place, other than an area identified by a private property owner, is prohibited. The Michigan Regulation and Taxation of Marihuana Act (Recreational Marihuana) allows municipalities to authorize consumption in a public place and the ordinance is intended to make clear that it is not authorized in Manistee. The Act is silent as to what penalty, if any, is imposed for violating the restriction against consumption in a public place. The ordinance makes it a misdemeanor to consume in a public place.

This ordinance has been reviewed by the Council Ordinance Committee. As an ordinance two separate readings are required. If this ordinance is introduced at this time it could be adopted at the next regular meeting.

MOTION by Cooper, second by Goodspeed to introduce Ordinance 19-05 amending Chapter 662 Peace Disturbances.

With a roll call vote this motion passed unanimously.

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

### CONSIDERATION OF ORDINANCE 19-06 CHAPTER 606 ANIMALS

The proposed modifications to Chapter 606 are to incorporate, with respect to dogs and cats, state law. By incorporating state law, City Police Officers are able to charge what is described as a state offense as a City ordinance violation.

Section 606.5 D. was added to prohibit dogs on City beaches, except between the piers at First Street Beach and from the north end of Man-Made Lake to the north end of the City beach. While the City has posted the prohibition of dogs on the beaches, without an ordinance City Police Officers were unable to ticket violators.

This ordinance has been reviewed by the Council Ordinance Committee. As an ordinance two separate readings are required. If this ordinance is introduced at this time it could be adopted at the next regular meeting.

MOTION by Beaton, second by Szymanski to introduce Ordinance 19-06 amending Chapter 606 Animals.

With a roll call vote this motion passed unanimously.

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

**CONSIDERATION OF ORDINANCE 19-07 CHAPTER 1482 RESIDENTIAL RENTAL PROPERTIES**

The ordinance to amend parts of Chapter 1482 is primarily intended to address confusion as to whether short-term rentals and bed and breakfasts are exempt from the rental inspection requirements. The ordinance refers to hotels, motels, and overnight rooms intended for transient use as being exempt. Pursuant to Michigan law hotels, motels, and overnight rooms designed for transient use are subject to inspection by the State of Michigan. Bed and breakfasts, Airbnb, etc. are not subject to inspection by the State, consequently they are subject to inspection by the City pursuant to the rental inspection program. The amendment clarifies which rentals must comply with the inspection requirement. It also clarifies that the Certificate of Compliance issued after inspection terminates after three years, but is assignable to a new owner. The remaining changes were to correct or clarify language in the ordinance.

This ordinance has been reviewed by the Council Ordinance Committee. As an ordinance two separate readings are required. If this ordinance is introduced at this time it could be adopted at the next regular meeting.

MOTION by Goodspeed, second by Pontiac to introduce Ordinance 19-07 amending Chapter 1482 Residential Rental Properties.

With a roll call vote this motion passed unanimously.

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

**CONSIDERATION OF ORDINANCE 19-08 CHAPTER 1024 SIDEWALKS AND RIVERWALK**

The proposed change to Chapter 1024 prohibits walking dogs along the Riverwalk from the west end of the City Marina to the west end of the Riverwalk. Bicycles, skateboarding, and rollerblading are prohibited along all portions of the Riverwalk. Just like Chapter 606, by providing these restrictions in the ordinance, City police officers are able to ticket violators. The proposed change makes clear that a violation of Chapter 1024 is a civil infraction.

This ordinance has been reviewed by the Council Ordinance Committee. As an ordinance two separate readings are required. If this ordinance is introduced at this time it could be adopted at the next regular meeting.

MOTION by Goodspeed, second by Szymanski to introduce Ordinance 19-08 Chapter 1024 Sidewalks and Riverwalk.

With a roll call vote this motion passed unanimously.

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

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## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – MARCH 5, 2019

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### **CONSIDERATION OF ORDINANCE 19-09 CHAPTER 292 EMPLOYEE SAVINGS PLAN AND CHAPTER 294 EMPLOYEES RETIREMENT SYSTEM**

The City has two ordinances regarding employee retirement that have been superseded by City Council adopting the Michigan Employees Retirement System (MERS) in 2005 and recent City Council action to set up a defined contribution plan for new nonunion hires. The ordinances are no longer needed and should be repealed.

This ordinance has been reviewed by the Council Ordinance Committee. As an ordinance two separate readings are required. If this ordinance is introduced at this time it could be adopted at the next regular meeting.

MOTION by Beaton, second by Cooper to introduce Ordinance 19-09 repealing Chapter 292 Employee Savings Plan and Chapter 294 Employees Retirement System.

With a roll call vote this motion passed unanimously.

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

### **CONSIDERATION OF ADOPTING AN UPDATED CITY OF MANISTEE PERSONNEL POLICIES AND PROCEDURES MANUAL**

The City of Manistee maintains personnel policies and procedures. These policies and procedures were documented in an employee handbook last updated in 2005, various General and Council policies, City Charter, and current practice. There was a need to update the policies and procedures and consolidate them in one Personnel Policy and Procedures Manual.

MOTION by Szymanski, second by Cooper to adopt an updated City of Manistee Personnel Policies and Procedures Manual as prepared by the City's Labor Attorney.

With a roll call vote this motion passed unanimously.

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

### **CONSIDERATION OF AN AUTOMATIC AID AGREEMENT WITH MANISTEE TOWNSHIP**

The Manistee Fire Department and the Manistee Township Fire Department desire to implement an agreement to voluntarily aid and assist each other in an event that an emergency situation occurs. Currently each department will respond on a mutual aid basis upon request. Both departments recognized the need for an automatic response which will significantly reduce response time. The agreement is specific to the fire apparatus response. Manistee Township has signed the agreement. The City Attorney has reviewed and approved the agreement.

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## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – MARCH 5, 2019

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MOTION by Szymanski, second by Cooper to authorize the 2019 Automatic Aid Agreement with Manistee Township.

With a roll call vote this motion passed unanimously.

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

NAYS: None

### CONSIDERATION OF A MANISTEE COUNTY MUTUAL AID AGREEMENT

The Manistee Fire Department is a member of the Manistee County Fire Association. The Association has recognized the need for a county-wide mutual aid agreement. The agreement is specific to the fire apparatus response. This agreement is for an emergent event where assistance is necessary and requested for by a participating jurisdiction. The City Attorney has reviewed and approved the agreement.

MOTION by Pontiac, second by Beaton to approve the Manistee County Mutual Aid Agreement.

With a roll call vote this motion passed unanimously.

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

NAYS: None

### A REPORT FROM THE MANISTEE RECREATION ASSOCIATION

Mr. Nick Doyle reported on the activities of the Manistee Recreation Association and responded to questions the Council had regarding their activities.

### CONSIDERATION OF THE MAXWELLTOWN WEE PARADE

The Maxwelltown Committee has requested to hold their inaugural Wee Parade on Sunday, March 17, 2019. The parade is part of the festivities planned for the day. The parade will commence at Stu's Pub, 506 Ramsdell Street, proceed to Seventh Street, then south on Kosciusko and ending at the Painted Lady Saloon, 723 Kosciusko Street. This will be a small quick parade starting at 2:00 p.m.

Deanna Marsh spoke on behalf of the Maxwelltown Committee asking that the planned route be reversed from the proposed plan. The parade will commence at the Painted Lady Saloon and proceed north on Kosciusko, west on Seventh St., then north on Ramsdell St. and ending at Stu's Pub.

MOTION by Szymanski, second by Pontiac to approve the Maxwelltown Wee Parade on Sunday, March 17, 2019; subject to appropriate department approvals.

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## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – MARCH 5, 2019

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With a roll call vote this motion passed unanimously.

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

NAYS: None

### CITIZEN COMMENT

Luna Walker, 471 Fifth St. – had questions regarding the deer cull. Zielinski asked that Ms. Walker direct her questions to City Manager Taylor. Ms. Walker also voiced concerns about her water bill and the City's Run Water Policy.

Mike Herbert, 306 Hancock St. – asked for clarification from City Attorney Saylor regarding the wording of Ordinance 19-05 Chapter 662 Peace Disturbances.

### OFFICIALS AND STAFF

Mikula updated Council on the Twelfth Street construction project and the Marina repairs. The low bid for the Twelfth Street project came in \$50,000 lower than estimated. Construction will begin mid-June and be completed before the next school year begins. The insurance company has approved the Marina repair costs. The contractor may need to request a small extension of time to complete the repairs.

Ms. Lissette Reyes of Project Rising Tide reported on the recent Economic Development Summit. Approximately 80 community members attended the event where community strengths and weaknesses were identified as well as opportunities for and threats to development.

### COUNCILMEMBERS

Pontiac presented birthday cards and work anniversary cards to City employees. Pontiac also asked Chief Kozal for an update on the City deer cull.

Goodspeed asked Chief Kozal to introduce new firefighter David LaCross to Council members.

Szymanski reported on the 150<sup>th</sup> Anniversary of the City of Manistee kick off program recently held as well as upcoming events including a movie at the Vogue Theater and a walking tour to be held on April 29, 2019. Szymanski also challenged others to attend/participate in the Polar Plunge being held at Little River Casino Resort in support of Special Olympics.

### 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 (POAM) and the Command Officers Association of Michigan (COAM).

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## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – MARCH 5, 2019

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MOTION by Goodspeed, second by Pontiac to proceed to Closed Session under Section 8 (c) of the Michigan Open Meetings Act. Time 8:00 pm.

With a roll call vote this motion passed unanimously.

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

NAYS: None

MOTION by Goodspeed, second by Szymanski to return to Regular Session. Time: 8:15 pm.

With a roll call vote this motion passed unanimously.

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

NAYS: None

### ADJOURN

MOTION to adjourn was made by Goodspeed. Meeting adjourned at 8:16 pm.

Lora Laurain  
City Deputy Clerk

**MANISTEE CITY COUNCIL  
WORK SESSION  
MINUTES OF MARCH 12, 2019**

The Manistee City Council met in a work session on Tuesday, March 12, 2019 at 7:00 p.m., Council Chambers, City Hall, 70 Maple Street, Manistee, Michigan 49660.

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

**MEMBERS ABSENT:**

**ALSO PRESENT:** City Manager, Department Directors, and Public

***Public Comments*** Councilmember Goodspeed stated he had to leave at 8:00

***DISCUSSION ON CHARGES FOR SPECIAL EVENTS AND USE OF PUBLIC FUNDS – City Manager Thad Taylor*** – City Manager Thad Taylor led a discussion about City charges for special events. Council had previously directed staff to review the matter and bring back recommendations.

Staff recommends breaking special events into two categories: Parades and Events. Parades for homecoming would be charged \$0, parades that are held under statutes allowing the expenditure of public funds would be charged \$0, other parades would be charged \$100.

Events that are held under statutes allowing the expenditure of public funds would be charged \$0, non-profit events not covered would be charged \$100, for profit events would be charged the actual cost of the services provided.

Council consensus to have the City Manager prepare a Council Policy for future consideration.

***DISCUSSION WITH MANISTEE AREA PUBLIC SCHOOLS ON PAINE POOL OPERATIONS AND THE BLIGHTED BUILDING ON SIXTH STREET – City Manager Thad Taylor*** – City Manager Thad Taylor introduced Manistee Area Public Schools Superintendent Ron Stoneman and Finance Director Howard Vaas. Stoneman will address the school blight issue and Vaas will discuss the community pool.

Stoneman stated that the school has taken several steps to address the blight, including fencing the site, removing brush and boarding up all windows for security. He then gave a presentation about the MAPS 2020 visioning effort which includes a facility needs assessment. He also discussed past MAPS bond initiatives and capital projects and upcoming community presentations. He would like feedback on three areas from the community. Stoneman answered Council questions and stated that there were no funds currently earmarked for demolishing the old high school.

Vaas then discussed the history of the community pool, including that the Paine family paid for the full construction cost. He mentioned the joint City\MAPS meeting in October 2007 that focused on operational issues and culminated in the 2008 Intergovernmental Community Pool Agreement.

Operations are funded primarily by MAPS (\$85,000), City (\$40,000), hospital (\$45,000), user fees (\$18,000) and Filer Township contribution. City residents pay ½ the standard rate. Capital needs and day to day operations are the responsibility of MAPS. In the last five years, 23,000 City residents used the pool, or about 56% of the total.

Questions were asked about the operational hours, Friends of the Paine Pool, staffing, other Township involvement, lifeguards and what would happen if City contribution was reduced or eliminated.

**CAPITAL IMPROVEMENT PLAN PRESENTATION – City Manager Thad Taylor and Public Works Director Jeff Mikula** – Public Works Director Jeff Mikula gave a presentation on the various asset management plans the City has including Water, Wastewater, Streets and Motor Pool. He discussed the work that is being done to create Buildings\Facilities and Parking Lot asset management plans. Several slides were shown illustrating the extent of these City assets.

Chief Financial Officer Ed Bradford presented information on the Capital Improvement fund. He discussed the history of the fund, mentioning that it is needed to supplement General Fund expenditures. Over \$5,000,000 has been spent since 2007. Several charts were shown showing the current breakdown by category of expenditures, and recent trends. There will be more demands on the fund in the future as capital projects are identified thru the various asset management plans. The 50-year old electrical panel at the City Garage was mentioned as an example.

**DISCUSSION WITH THE DOWNTOWN DEVELOPMENT AUTHORITY – City Manager Thad Taylor** City Manager Thad Taylor led a discussion about what Council expectations are for the DDA. Representatives from the DDA were unable to attend due to a miscommunication.

Mayor Zielinski said that communication and cooperation between the City and DDA are needed for the DDA to function properly. Currently, there is a lack of cooperation, communication and collaboration. There are new rules and reporting requirements for the DDA that will require diligence and compliance, or the TIF capture could be at risk. He also mentioned that the law and our Charter allow City Manager Thad Taylor to be appointed to the Board rather than the Mayor, and that he would like to do this. The City Manager stated that he is researching the needed changes for this to occur. Council consensus that this change would be beneficial. The Mayor also mentioned that the State seems to be focusing on job creation as a measurable outcome for DDA's. The DDA Board needs to be in sync with City Council.

Councilmember Beaton discussed some details of the mandated reporting, including expense details and also why cash hasn't been spent if there is a fund balance. She felt the DDA needed to work hard to be compliant with the reporting. She also stated that that the DDA would like

Council to provide them a list of expectations.

Consensus: City Manager Thad Taylor to research any needed action to put him on the DDA Board instead of the Mayor.

**OTHER** – None

Adjourned at approximately 8:25 pm.

Respectfully submitted,

Ed Bradford  
CFO

DRAFT

PERIOD ENDING 02/28/2019

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 02/28/2019 INCREASE (DECREASE) NORMAL	END BALANCE 02/28/2019 (ABNORMAL)	2018-19 AMENDED BUDGET	% BDGT USED
Fund 101 - GENERAL FUND					
Expenditures					
Dept 101 - LEGISLATIVE					
101-101-702.000	WAGES - FULL TIME	2,254.35	18,034.81	27,052.00	66.67
101-101-709.000	COSTS - SOCIAL SECURITY	139.80	1,118.20	1,677.00	66.68
101-101-711.000	COSTS - MEDICARE	32.65	261.49	392.00	66.71
101-101-726.000	COSTS - WORKERS COMPENSATION	4.96	39.68	87.00	45.61
Total Dept 101 - LEGISLATIVE		2,431.76	19,454.18	29,208.00	66.61
Dept 172 - MANAGER					
101-172-702.000	WAGES - FULL TIME	12,214.78	95,632.72	159,049.00	60.13
101-172-708.000	COSTS - SUTA	11.92	43.46	618.00	7.03
101-172-709.000	COSTS - SOCIAL SECURITY	781.75	6,483.01	10,433.00	62.14
101-172-711.000	COSTS - MEDICARE	182.83	1,516.19	2,439.00	62.16
101-172-712.000	COSTS - IN LIEU OF BC/BS	336.04	2,688.32	3,912.00	68.72
101-172-713.000	WAGES - OVERTIME	0.00	0.00	0.00	0.00
101-172-714.000	WAGES - LONGEVITY PAY	0.00	0.00	0.00	0.00
101-172-716.000	COSTS - ICMA CONTRIBUTION	0.00	0.00	0.00	0.00
101-172-717.000	COSTS - MERS CONTRIBUTION	1,678.38	14,328.18	22,060.00	64.95
101-172-718.000	COSTS - HEALTH INSURANCE	878.50	6,824.26	10,358.00	65.88
101-172-718.001	COSTS - HSA CONTRIBUTION	0.00	3,000.00	3,000.00	100.00
101-172-718.002	COSTS - DENTAL INSURANCE	107.66	863.08	1,292.00	66.80
101-172-718.003	COSTS - VISION / ANCILLIARY	19.38	155.04	233.00	66.54
101-172-718.004	COSTS - HRA PAYMENTS/FEEES	0.00	0.00	0.00	0.00
101-172-724.000	COSTS - VEHICLE ALLOWANCE	400.00	2,800.00	4,800.00	58.33
101-172-725.000	COSTS - LIFE INSURANCE	43.20	345.60	449.00	76.97
101-172-726.000	COSTS - WORKERS COMPENSATION	50.58	420.32	716.00	58.70
101-172-727.000	WAGES - HOL/VAC/SICK SELLBACK	0.00	0.00	0.00	0.00
Total Dept 172 - MANAGER		16,705.02	135,100.18	219,359.00	61.59
Dept 215 - CLERK					
101-215-702.000	WAGES - FULL TIME	8,027.61	64,220.91	104,359.00	61.54
101-215-704.000	WAGES - PART-TIME	0.00	0.00	0.00	0.00
101-215-708.000	COSTS - SUTA	18.90	38.98	618.00	6.31
101-215-709.000	COSTS - SOCIAL SECURITY	536.15	4,417.20	6,799.00	64.97
101-215-711.000	COSTS - MEDICARE	125.39	1,033.05	1,589.00	65.01
101-215-712.000	COSTS - IN LIEU OF BC/BS	800.00	4,800.00	8,000.00	60.00
101-215-713.000	WAGES - OVERTIME	0.00	0.00	0.00	0.00
101-215-714.000	WAGES - LONGEVITY PAY	0.00	0.00	0.00	0.00
101-215-715.000	WAGES - PHYSICAL FITNESS	0.00	0.00	0.00	0.00
101-215-717.000	COSTS - MERS CONTRIBUTION	1,678.36	11,696.57	14,474.00	80.81
101-215-718.000	COSTS - HEALTH INSURANCE	0.00	1,106.87	1,150.00	96.25
101-215-718.001	COSTS - HSA CONTRIBUTION	0.00	0.00	0.00	0.00
101-215-718.002	COSTS - DENTAL INSURANCE	0.00	67.28	0.00	100.00
101-215-718.003	COSTS - VISION / ANCILLIARY	0.00	17.38	0.00	100.00
101-215-718.004	COSTS - HRA PAYMENTS/FEEES	0.00	0.00	0.00	0.00
101-215-723.000	COSTS - RETIREE HEALTH CARE	500.00	2,250.00	3,000.00	75.00
101-215-725.000	COSTS - LIFE INSURANCE	28.42	227.36	294.00	77.33
101-215-726.000	COSTS - WORKERS COMPENSATION	33.24	281.67	470.00	59.93
101-215-727.000	WAGES - HOL/VAC/SICK SELLBACK	0.00	0.00	0.00	0.00
Total Dept 215 - CLERK		11,748.07	90,157.27	140,753.00	64.05
Dept 247 - BOARD OF REVIEW					
101-247-704.000	WAGES - PART-TIME	0.00	320.00	750.00	42.67
101-247-709.000	COSTS - SOCIAL SECURITY	0.00	19.84	75.00	26.45
101-247-711.000	COSTS - MEDICARE	0.00	4.63	20.00	23.15
101-247-726.000	COSTS - WORKERS COMPENSATION	0.00	1.34	5.00	26.80
Total Dept 247 - BOARD OF REVIEW		0.00	345.81	850.00	40.68
Dept 253 - FINANCE / TREASURER					
101-253-702.000	WAGES - FULL TIME	15,563.62	124,508.97	202,327.00	61.54
101-253-704.000	WAGES - PART-TIME	0.00	0.00	0.00	0.00
101-253-708.000	COSTS - SUTA	21.48	60.40	927.00	6.52
101-253-709.000	COSTS - SOCIAL SECURITY	947.49	8,030.94	12,941.00	62.06
101-253-711.000	COSTS - MEDICARE	221.60	1,878.22	3,026.00	62.07
101-253-712.000	COSTS - IN LIEU OF BC/BS	400.00	3,200.00	4,800.00	66.67
101-253-713.000	WAGES - OVERTIME	0.00	0.00	100.00	0.00
101-253-714.000	WAGES - LONGEVITY PAY	0.00	0.00	0.00	0.00
101-253-715.000	WAGES - PHYSICAL FITNESS	0.00	0.00	0.00	0.00
101-253-716.000	COSTS - ICMA CONTRIBUTION	0.00	0.00	0.00	0.00
101-253-717.000	COSTS - MERS CONTRIBUTION	2,517.54	19,732.65	28,077.00	70.28
101-253-718.000	COSTS - HEALTH INSURANCE	2,213.74	17,200.58	26,093.00	65.92

PERIOD ENDING 02/28/2019

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 02/28/2019 :REASE (DECREASE)ORMAL	END BALANCE 02/28/2019 (ABNORMAL)	2018-19 AMENDED BUDGET	% BDGT USED
Fund 101 - GENERAL FUND					
Expenditures					
101-253-718.001	COSTS - HSA CONTRIBUTION	0.00	6,000.00	6,000.00	100.00
101-253-718.002	COSTS - DENTAL INSURANCE	134.56	1,078.64	1,615.00	66.79
101-253-718.003	COSTS - VISION / ANCILLIARY	34.76	278.08	418.00	66.53
101-253-718.004	COSTS - HRA PAYMENTS/FEES	0.00	0.00	0.00	0.00
101-253-723.000	COSTS - RETIREE HEALTH CARE	(1,324.74)	661.72	0.00	100.00
101-253-725.000	COSTS - LIFE INSURANCE	45.74	365.92	474.00	77.20
101-253-726.000	COSTS - WORKERS COMPENSATION	64.44	546.16	912.00	59.89
Total Dept 253 - FINANCE / TREASURER		20,840.23	183,542.28	287,710.00	63.79
Dept 257 - ASSESSOR					
101-257-702.000	WAGES - FULL TIME	0.00	0.00	0.00	0.00
101-257-704.000	WAGES - PART-TIME	0.00	0.00	0.00	0.00
101-257-708.000	COSTS - SUTA	0.00	0.00	0.00	0.00
101-257-709.000	COSTS - SOCIAL SECURITY	0.00	0.00	0.00	0.00
101-257-711.000	COSTS - MEDICARE	0.00	0.00	0.00	0.00
101-257-714.000	WAGES - LONGEVITY PAY	0.00	0.00	0.00	0.00
101-257-716.000	COSTS - ICMA CONTRIBUTION	0.00	0.00	0.00	0.00
101-257-717.000	COSTS - MERS CONTRIBUTION	0.00	0.00	0.00	0.00
101-257-718.000	COSTS - HEALTH INSURANCE	0.00	0.00	0.00	0.00
101-257-718.001	COSTS - HSA CONTRIBUTION	0.00	0.00	0.00	0.00
101-257-718.002	COSTS - DENTAL INSURANCE	0.00	0.00	0.00	0.00
101-257-718.003	COSTS - VISION / ANCILLIARY	0.00	0.00	0.00	0.00
101-257-718.004	COSTS - HRA PAYMENTS/FEES	0.00	0.00	0.00	0.00
101-257-723.000	COSTS - RETIREE HEALTH CARE	250.00	2,184.11	3,000.00	72.80
101-257-724.000	COSTS - VEHICLE ALLOWANCE	0.00	0.00	0.00	0.00
101-257-725.000	COSTS - LIFE INSURANCE	0.00	0.00	0.00	0.00
101-257-726.000	COSTS - WORKERS COMPENSATION	0.00	0.00	0.00	0.00
101-257-727.000	WAGES - HOL/VAC/SICK SELLBACK	0.00	0.00	0.00	0.00
Total Dept 257 - ASSESSOR		250.00	2,184.11	3,000.00	72.80
Dept 262 - ELECTIONS					
101-262-704.000	WAGES - PART-TIME	0.00	6,254.00	8,650.00	72.30
101-262-709.000	COSTS - SOCIAL SECURITY	0.00	0.00	536.00	0.00
101-262-711.000	COSTS - MEDICARE	0.00	0.00	125.00	0.00
101-262-726.000	COSTS - WORKERS COMPENSATION	0.00	25.92	39.00	66.46
Total Dept 262 - ELECTIONS		0.00	6,279.92	9,350.00	67.16
Dept 265 - CITY HALL BUILDINGS & GROUNDS					
101-265-702.000	WAGES - FULL TIME	3,946.60	31,372.90	51,306.00	61.15
101-265-708.000	COSTS - SUTA	11.05	21.72	309.00	7.03
101-265-709.000	COSTS - SOCIAL SECURITY	251.41	2,040.39	3,379.00	60.38
101-265-711.000	COSTS - MEDICARE	58.80	477.19	790.00	60.40
101-265-713.000	WAGES - OVERTIME	222.00	444.00	500.00	88.80
101-265-717.000	COSTS - MERS CONTRIBUTION	839.18	5,945.72	7,144.00	83.23
101-265-718.000	COSTS - HEALTH INSURANCE	878.50	6,824.26	10,358.00	65.88
101-265-718.001	COSTS - HSA CONTRIBUTION	0.00	3,000.00	3,000.00	100.00
101-265-718.002	COSTS - DENTAL INSURANCE	53.83	431.54	646.00	66.80
101-265-718.003	COSTS - VISION / ANCILLIARY	9.69	77.52	116.00	66.83
101-265-724.000	COSTS - VEHICLE ALLOWANCE	250.00	2,000.00	3,000.00	66.67
101-265-725.000	COSTS - LIFE INSURANCE	6.93	55.44	72.00	77.00
101-265-726.000	COSTS - WORKERS COMPENSATION	164.26	1,316.80	2,246.00	58.63
Total Dept 265 - CITY HALL BUILDINGS & GROUNDS		6,692.25	54,007.48	82,866.00	65.17
Dept 301 - POLICE					
101-301-702.000	WAGES - FULL TIME	39,880.56	378,264.42	674,421.00	56.09
101-301-704.000	WAGES - PART-TIME	1,325.00	10,600.00	17,225.00	61.54
101-301-708.000	COSTS - SUTA	99.54	287.40	4,167.00	6.90
101-301-709.000	COSTS - SOCIAL SECURITY	82.15	697.19	1,068.00	65.28
101-301-711.000	COSTS - MEDICARE	759.01	6,937.30	11,245.00	61.69
101-301-712.000	COSTS - IN LIEU OF BC/BS	1,353.30	11,029.06	16,356.00	67.43
101-301-713.000	WAGES - OVERTIME	5,171.81	35,322.04	36,000.00	98.12
101-301-713.002	WAGES - OT UNDERAGE DRINKING GRANT	0.00	970.22	3,000.00	32.34
101-301-714.000	WAGES - LONGEVITY PAY	0.00	0.00	0.00	0.00
101-301-715.000	WAGES - PHYSICAL FITNESS	500.00	500.00	6,500.00	7.69
101-301-717.000	COSTS - MERS CONTRIBUTION	12,628.54	102,661.48	147,445.00	69.63
101-301-718.000	COSTS - HEALTH INSURANCE	7,135.43	57,395.64	97,162.00	59.07
101-301-718.001	COSTS - HSA CONTRIBUTION	0.00	24,000.00	24,000.00	100.00
101-301-718.002	COSTS - DENTAL INSURANCE	468.71	3,933.47	6,351.00	61.93
101-301-718.003	COSTS - VISION / ANCILLIARY	117.98	989.04	1,636.00	60.45
101-301-718.004	COSTS - HRA PAYMENTS/FEES	0.00	0.00	0.00	0.00

PERIOD ENDING 02/28/2019

GL NUMBER	DESCRIPTION	ACTIVITY FOR		2018-19 AMENDED BUDGET	% BDGT USED
		MONTH 02/28/2019 INCREASE (DECREASE)	END BALANCE 02/28/2019 NORMAL (ABNORMAL)		
Fund 101 - GENERAL FUND					
Expenditures					
101-301-721.000	COSTS - UNIFORM/CLEANING ALLO	1,471.69	6,162.63	9,000.00	68.47
101-301-723.000	COSTS - RETIREE HEALTH CARE	1,000.00	4,500.00	6,000.00	75.00
101-301-724.000	COSTS - VEHICLE ALLOWANCE	0.00	0.00	0.00	0.00
101-301-725.000	COSTS - LIFE INSURANCE	347.97	1,562.28	1,878.00	83.19
101-301-726.000	COSTS - WORKERS COMPENSATION	1,329.90	12,231.87	20,334.00	60.15
101-301-727.000	WAGES - HOL/VAC/SICK SELLBACK	3,215.52	30,342.73	25,000.00	121.37
Total Dept 301 - POLICE		76,887.11	688,386.77	1,108,788.00	62.08
Dept 336 - FIRE					
101-336-702.000	WAGES - FULL TIME	35,701.63	252,829.86	465,163.00	54.35
101-336-704.000	WAGES - PART-TIME	0.00	0.00	3,000.00	0.00
101-336-708.000	COSTS - SUTA	70.64	189.13	2,727.00	6.94
101-336-709.000	COSTS - SOCIAL SECURITY	0.00	14.41	186.00	7.75
101-336-711.000	COSTS - MEDICARE	465.74	4,382.04	6,702.00	65.38
101-336-712.000	COSTS - IN LIEU OF BC/BS	557.40	1,881.14	1,956.00	96.17
101-336-713.000	WAGES - OVERTIME	5,965.05	36,470.40	38,000.00	95.97
101-336-713.005	WAGES - OT FF PA 604	227.16	3,018.89	4,000.00	75.47
101-336-714.000	WAGES - LONGEVITY PAY	0.00	0.00	0.00	0.00
101-336-715.000	WAGES - PHYSICAL FITNESS	0.00	0.00	4,000.00	0.00
101-336-717.000	COSTS - MERS CONTRIBUTION	12,665.07	95,801.37	134,264.00	71.35
101-336-718.000	COSTS - HEALTH INSURANCE	6,641.22	56,881.42	104,373.00	54.50
101-336-718.001	COSTS - HSA CONTRIBUTION	0.00	21,000.00	24,000.00	87.50
101-336-718.002	COSTS - DENTAL INSURANCE	437.32	3,802.47	6,782.00	56.07
101-336-718.003	COSTS - VISION / ANCILLIARY	112.97	997.60	1,785.00	55.89
101-336-718.004	COSTS - HRA PAYMENTS/FEES	0.00	0.00	0.00	0.00
101-336-721.000	COSTS - UNIFORM/CLEANING ALLO	507.40	6,986.90	7,280.00	95.97
101-336-722.000	COSTS - FOOD ALLOWANCE	0.00	5,193.33	6,560.00	79.17
101-336-723.000	COSTS - RETIREE HEALTH CARE	1,500.00	7,250.00	11,250.00	64.44
101-336-725.000	COSTS - LIFE INSURANCE	139.29	902.83	1,302.00	69.34
101-336-726.000	COSTS - WORKERS COMPENSATION	1,365.02	13,131.91	21,670.00	60.60
101-336-727.000	WAGES - HOL/VAC/SICK SELLBACK	0.00	35,811.94	35,000.00	102.32
Total Dept 336 - FIRE		66,355.91	546,545.64	880,000.00	62.11
Dept 441 - PUBLIC WORKS					
101-441-702.000	WAGES - FULL TIME	49,962.98	400,118.67	647,439.00	61.80
101-441-704.000	WAGES - PART-TIME	0.00	6,943.88	18,000.00	38.58
101-441-708.000	COSTS - SUTA	126.53	573.76	4,939.00	11.62
101-441-709.000	COSTS - SOCIAL SECURITY	3,338.25	27,785.32	44,143.00	62.94
101-441-711.000	COSTS - MEDICARE	780.73	6,498.20	10,324.00	62.94
101-441-712.000	COSTS - IN LIEU OF BC/BS	1,200.00	8,400.00	14,400.00	58.33
101-441-713.000	WAGES - OVERTIME	4,642.70	16,452.61	29,000.00	56.73
101-441-713.001	WAGES - 2E STANDBY PAY	1,272.32	10,486.50	16,540.00	63.40
101-441-714.000	WAGES - LONGEVITY PAY	0.00	0.00	0.00	0.00
101-441-715.000	WAGES - PHYSICAL FITNESS	0.00	0.00	0.00	0.00
101-441-716.000	COSTS - ICMA CONTRIBUTION	244.16	1,945.09	2,638.00	73.73
101-441-717.000	COSTS - MERS CONTRIBUTION	3,381.37	28,016.48	42,688.00	65.63
101-441-718.000	COSTS - HEALTH INSURANCE	9,770.93	77,749.59	140,466.00	55.35
101-441-718.001	COSTS - HSA CONTRIBUTION	0.00	34,500.00	37,500.00	92.00
101-441-718.002	COSTS - DENTAL INSURANCE	596.56	4,895.45	9,312.00	52.57
101-441-718.003	COSTS - VISION / ANCILLIARY	138.36	1,148.32	2,210.00	51.96
101-441-718.004	COSTS - HRA PAYMENTS/FEES	0.00	0.00	0.00	0.00
101-441-721.000	COSTS - UNIFORM/CLEANING ALLO	58.75	4,740.81	6,320.00	75.01
101-441-722.000	COSTS - FOOD ALLOWANCE	0.00	0.00	0.00	0.00
101-441-723.000	COSTS - RETIREE HEALTH CARE	500.00	4,404.58	6,000.00	73.41
101-441-725.000	COSTS - LIFE INSURANCE	150.39	1,203.12	1,562.00	77.02
101-441-726.000	COSTS - WORKERS COMPENSATION	3,181.17	26,247.91	41,858.00	62.71
101-441-727.000	WAGES - HOL/VAC/SICK SELLBACK	0.00	5,195.77	13,000.00	39.97
Total Dept 441 - PUBLIC WORKS		79,345.20	667,306.06	1,088,339.00	61.31
Dept 701 - PLANNING & ZONING					
101-701-702.000	WAGES - FULL TIME	0.00	12,171.90	12,184.00	99.90
101-701-704.000	WAGES - PART-TIME	0.00	0.00	0.00	0.00
101-701-708.000	COSTS - SUTA	0.00	0.00	309.00	0.00
101-701-709.000	COSTS - SOCIAL SECURITY	0.00	1,522.44	3,844.00	39.61
101-701-711.000	COSTS - MEDICARE	0.00	356.05	955.00	37.28
101-701-712.000	COSTS - IN LIEU OF BC/BS	0.00	0.00	0.00	0.00
101-701-713.000	WAGES - OVERTIME	0.00	0.00	0.00	0.00
101-701-714.000	WAGES - LONGEVITY PAY	0.00	0.00	0.00	0.00
101-701-717.000	COSTS - MERS CONTRIBUTION	0.00	3,143.02	8,887.00	35.37
101-701-718.000	COSTS - HEALTH INSURANCE	0.00	674.76	678.00	99.52
101-701-718.001	COSTS - HSA CONTRIBUTION	0.00	3,000.00	3,000.00	100.00
101-701-718.002	COSTS - DENTAL INSURANCE	0.00	54.28	56.00	96.93

PERIOD ENDING 02/28/2019

GL NUMBER	DESCRIPTION	ACTIVITY FOR MONTH 02/28/2019 INCREASE (DECREASE) NORMAL	END BALANCE 02/28/2019 (ABNORMAL)	2018-19 AMENDED BUDGET	% BDGT USED
Fund 101 - GENERAL FUND					
Expenditures					
101-701-718.003	COSTS - VISION / ANCILLIARY	0.00	9.69	116.00	8.35
101-701-718.004	COSTS - HRA PAYMENTS/FEES	0.00	0.00	0.00	0.00
101-701-723.000	COSTS - RETIREE HEALTH CARE	250.00	1,750.00	2,500.00	70.00
101-701-724.000	COSTS - VEHICLE ALLOWANCE	0.00	300.00	300.00	100.00
101-701-725.000	COSTS - LIFE INSURANCE	0.00	22.41	72.00	31.13
101-701-726.000	COSTS - WORKERS COMPENSATION	0.00	202.75	617.00	32.86
101-701-727.000	WAGES - HOL/VAC/SICK SELLBACK	0.00	10,103.97	10,200.00	99.06
Total Dept 701 - PLANNING & ZONING		250.00	33,311.27	43,718.00	76.20
Dept 751 - PARKS & RECREATION					
101-751-702.000	WAGES - FULL TIME	7,017.60	55,693.32	90,413.00	61.60
101-751-704.000	WAGES - PART-TIME	0.00	21,453.09	56,000.00	38.31
101-751-708.000	COSTS - SUTA	20.27	905.75	2,538.00	35.69
101-751-709.000	COSTS - SOCIAL SECURITY	474.42	5,591.71	9,667.00	57.84
101-751-711.000	COSTS - MEDICARE	110.95	1,307.74	2,261.00	57.84
101-751-713.000	WAGES - OVERTIME	1,091.23	7,719.73	8,500.00	90.82
101-751-713.001	WAGES - 2E STANDBY PAY	0.00	0.00	500.00	0.00
101-751-714.000	WAGES - LONGEVITY PAY	0.00	0.00	0.00	0.00
101-751-715.000	WAGES - PHYSICAL FITNESS	0.00	0.00	0.00	0.00
101-751-717.000	COSTS - MERS CONTRIBUTION	574.56	4,596.38	5,834.00	78.79
101-751-718.000	COSTS - HEALTH INSURANCE	1,985.37	15,424.56	23,405.00	65.90
101-751-718.001	COSTS - HSA CONTRIBUTION	0.00	6,000.00	6,000.00	100.00
101-751-718.002	COSTS - DENTAL INSURANCE	121.11	970.86	1,453.00	66.82
101-751-718.003	COSTS - VISION / ANCILLIARY	27.07	216.56	325.00	66.63
101-751-718.004	COSTS - HRA PAYMENTS/FEES	0.00	0.00	0.00	0.00
101-751-721.000	COSTS - UNIFORM/CLEANING ALLO	0.00	399.50	1,161.00	34.41
101-751-723.000	COSTS - RETIREE HEALTH CARE	250.00	2,202.11	3,000.00	73.40
101-751-725.000	COSTS - LIFE INSURANCE	18.48	147.84	192.00	77.00
101-751-726.000	COSTS - WORKERS COMPENSATION	216.74	2,428.40	4,709.00	51.57
101-751-727.000	WAGES - HOL/VAC/SICK SELLBACK	0.00	0.00	1,000.00	0.00
Total Dept 751 - PARKS & RECREATION		11,907.80	125,057.55	216,958.00	57.64
TOTAL EXPENDITURES		293,413.35	2,551,678.52	4,110,899.00	62.07
Fund 592 - WATER & SEWER UTILITY					
Expenditures					
Dept 541 - ADMINISTRATION					
592-541-702.000	WAGES - FULL TIME	9,423.32	75,386.46	122,503.00	61.54
592-541-704.000	WAGES - PART-TIME	0.00	0.00	0.00	0.00
592-541-708.000	COSTS - SUTA	16.26	39.82	617.00	6.45
592-541-709.000	COSTS - SOCIAL SECURITY	543.60	4,632.58	7,657.00	60.50
592-541-711.000	COSTS - MEDICARE	127.13	1,083.43	1,791.00	60.49
592-541-713.000	WAGES - OVERTIME	0.00	105.51	1,000.00	10.55
592-541-717.000	COSTS - MERS CONTRIBUTION	1,678.36	12,580.97	17,130.00	73.44
592-541-718.000	COSTS - HEALTH INSURANCE	1,985.37	15,424.56	23,405.00	65.90
592-541-718.001	COSTS - HSA CONTRIBUTION	0.00	6,000.00	6,000.00	100.00
592-541-718.002	COSTS - DENTAL INSURANCE	121.11	970.86	1,453.00	66.82
592-541-718.003	COSTS - VISION / ANCILLIARY	27.07	216.56	325.00	66.63
592-541-723.000	COSTS - RETIREE HEALTH CARE	0.00	0.00	0.00	0.00
592-541-725.000	COSTS - LIFE INSURANCE	16.17	129.36	168.00	77.00
592-541-726.000	COSTS - WORKERS COMPENSATION	43.33	983.35	1,656.00	59.38
592-541-727.000	WAGES - HOL/VAC/SICK SELLBACK	0.00	0.00	0.00	0.00
Total Dept 541 - ADMINISTRATION		13,981.72	117,553.46	183,705.00	63.99
Dept 542 - WATER OPERATION					
592-542-702.000	WAGES - FULL TIME	10,766.40	81,383.54	139,250.00	58.44
592-542-708.000	COSTS - SUTA	31.56	61.58	926.00	6.65
592-542-709.000	COSTS - SOCIAL SECURITY	727.80	5,858.89	10,387.00	56.41
592-542-711.000	COSTS - MEDICARE	170.21	1,370.24	2,429.00	56.41
592-542-713.000	WAGES - OVERTIME	1,003.62	4,745.23	9,000.00	52.72
592-542-713.001	WAGES - 2E STANDBY PAY	1,043.02	9,735.13	17,363.00	56.07
592-542-715.000	WAGES - PHYSICAL FITNESS	0.00	0.00	0.00	0.00
592-542-717.000	COSTS - MERS CONTRIBUTION	585.36	4,759.59	7,436.00	64.01
592-542-718.000	COSTS - HEALTH INSURANCE	3,320.61	25,800.89	46,415.00	55.59
592-542-718.001	COSTS - HSA CONTRIBUTION	0.00	9,000.00	9,000.00	100.00
592-542-718.002	COSTS - DENTAL INSURANCE	201.84	1,617.96	2,422.00	66.80
592-542-718.003	COSTS - VISION / ANCILLIARY	52.14	417.12	626.00	66.63
592-542-721.000	COSTS - UNIFORM/CLEANING ALLO	71.40	1,166.29	3,330.00	35.02
592-542-722.000	COSTS - FOOD ALLOWANCE	0.00	0.00	0.00	0.00
592-542-723.000	COSTS - RETIREE HEALTH CARE	0.00	452.11	0.00	100.00

PERIOD ENDING 02/28/2019

GL NUMBER	DESCRIPTION	ACTIVITY FOR		2018-19	% BDGT
		MONTH 02/28/2019	END BALANCE 02/28/2019		
		INCREASE (DECREASE)	NORMAL (ABNORMAL)	AMENDED BUDGET	USED
<b>Fund 592 - WATER &amp; SEWER UTILITY</b>					
<b>Expenditures</b>					
592-542-725.000	COSTS - LIFE INSURANCE	27.72	221.76	288.00	77.00
592-542-726.000	COSTS - WORKERS COMPENSATION	437.76	3,526.59	6,227.00	56.63
592-542-727.000	WAGES - HOL/VAC/SICK SELLBACK	0.00	458.06	1,500.00	30.54
<b>Total Dept 542 - WATER OPERATION</b>		<b>18,439.44</b>	<b>150,574.98</b>	<b>256,599.00</b>	<b>58.68</b>
<b>Dept 543 - SEWER - WWTP</b>					
592-543-702.000	WAGES - FULL TIME	6,643.20	71,558.03	128,454.00	55.71
592-543-708.000	COSTS - SUTA	19.32	40.96	926.00	4.42
592-543-709.000	COSTS - SOCIAL SECURITY	449.82	4,887.03	8,814.00	55.45
592-543-711.000	COSTS - MEDICARE	105.20	1,142.92	2,061.00	55.45
592-543-713.000	WAGES - OVERTIME	919.20	6,161.87	12,000.00	51.35
592-543-713.001	WAGES - 2E STANDBY PAY	164.16	909.60	1,200.00	75.80
592-543-715.000	WAGES - PHYSICAL FITNESS	0.00	0.00	0.00	0.00
592-543-717.000	COSTS - MERS CONTRIBUTION	402.44	3,834.70	6,072.00	63.15
592-543-718.000	COSTS - HEALTH INSURANCE	1,239.79	13,802.52	27,666.00	49.89
592-543-718.001	COSTS - HSA CONTRIBUTION	0.00	7,500.00	7,500.00	100.00
592-543-718.002	COSTS - DENTAL INSURANCE	76.25	881.46	1,722.00	51.19
592-543-718.003	COSTS - VISION / ANCILLIARY	16.04	215.22	401.00	53.67
592-543-721.000	COSTS - UNIFORM/CLEANING ALLO	124.51	1,468.67	2,920.00	50.30
592-543-723.000	COSTS - RETIREE HEALTH CARE	250.00	2,221.35	2,500.00	88.85
592-543-725.000	COSTS - LIFE INSURANCE	18.48	194.04	288.00	67.38
592-543-726.000	COSTS - WORKERS COMPENSATION	144.30	1,548.41	2,876.00	53.84
592-543-727.000	WAGES - HOL/VAC/SICK SELLBACK	0.00	324.48	2,000.00	16.22
<b>Total Dept 543 - SEWER - WWTP</b>		<b>10,572.71</b>	<b>116,691.26</b>	<b>207,400.00</b>	<b>56.26</b>
<b>Dept 544 - SEWER COLLECTION (STREETS)</b>					
592-544-702.000	WAGES - FULL TIME	6,524.80	52,016.20	84,822.00	61.32
592-544-708.000	COSTS - SUTA	17.00	34.67	617.00	5.62
592-544-709.000	COSTS - SOCIAL SECURITY	399.88	3,361.40	5,600.00	60.03
592-544-711.000	COSTS - MEDICARE	93.51	786.13	1,310.00	60.01
592-544-713.000	WAGES - OVERTIME	275.89	1,705.98	5,000.00	34.12
592-544-715.000	WAGES - PHYSICAL FITNESS	0.00	0.00	0.00	0.00
592-544-717.000	COSTS - MERS CONTRIBUTION	212.19	1,779.29	3,045.00	58.43
592-544-718.000	COSTS - HEALTH INSURANCE	1,468.16	11,405.73	17,308.00	65.90
592-544-718.001	COSTS - HSA CONTRIBUTION	0.00	4,500.00	4,500.00	100.00
592-544-718.002	COSTS - DENTAL INSURANCE	89.70	719.04	1,076.00	66.83
592-544-718.003	COSTS - VISION / ANCILLIARY	23.73	189.84	285.00	66.61
592-544-721.000	COSTS - UNIFORM/CLEANING ALLO	43.41	620.38	1,620.00	38.30
592-544-725.000	COSTS - LIFE INSURANCE	18.48	147.84	192.00	77.00
592-544-726.000	COSTS - WORKERS COMPENSATION	125.26	1,056.27	1,823.00	57.94
592-544-727.000	WAGES - HOL/VAC/SICK SELLBACK	0.00	0.00	2,000.00	0.00
<b>Total Dept 544 - SEWER COLLECTION (STREETS)</b>		<b>9,292.01</b>	<b>78,322.77</b>	<b>129,198.00</b>	<b>60.62</b>
<b>TOTAL EXPENDITURES</b>		<b>52,285.88</b>	<b>463,142.47</b>	<b>776,902.00</b>	<b>59.61</b>
<b>Fund 594 - MARINA FUND</b>					
<b>Expenditures</b>					
<b>Dept 000</b>					
594-000-702.000	WAGES - FULL TIME	0.00	0.00	0.00	0.00
594-000-704.000	WAGES - PART-TIME	0.00	13,265.13	25,000.00	53.06
594-000-708.000	COSTS - SUTA	0.00	526.34	864.00	60.92
594-000-709.000	COSTS - SOCIAL SECURITY	0.00	951.44	1,562.00	60.91
594-000-711.000	COSTS - MEDICARE	0.00	222.52	365.00	60.96
594-000-713.000	WAGES - OVERTIME	0.00	0.00	200.00	0.00
594-000-726.000	COSTS - WORKERS COMPENSATION	0.00	476.84	859.00	55.51
<b>Total Dept 000</b>		<b>0.00</b>	<b>15,442.27</b>	<b>28,850.00</b>	<b>53.53</b>
<b>Dept 441 - PUBLIC WORKS</b>					
594-441-715.000	WAGES - PHYSICAL FITNESS	0.00	0.00	0.00	0.00
<b>Total Dept 441 - PUBLIC WORKS</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>Dept 542 - WATER OPERATION</b>					
594-542-715.000	WAGES - PHYSICAL FITNESS	0.00	0.00	0.00	0.00
<b>Total Dept 542 - WATER OPERATION</b>		<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>

PERIOD ENDING 02/28/2019

GL NUMBER	DESCRIPTION	ACTIVITY FOR		END BALANCE	2018-19	% BDGT	
		MONTH 02/28/2019	02/28/2019	02/28/2019			
		INCREASE	(DECREASE)	NORMAL	(ABNORMAL)	AMENDED BUDGET	USED
Fund 594 - MARINA FUND	Expenditures						
TOTAL EXPENDITURES		0.00		15,442.27		28,850.00	53.53

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PAID

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 101 GENERAL FUND							
Dept 000							
101-000-004.000	01/31/19	PETTY CASH	JANUARY PETTY CASH	01312019	02/01/19	33.60	47156
101-000-004.000	02/27/19	PETTY CASH	2/1-2/27/19 PETTY CASH	02272019	02/27/19	104.12	47220
Total For Dept 000						137.72	
Dept 172 MANAGER							
101-172-752.000	01/17/19	I.T. RIGHT INC	PC REPLACEMENT - CITY MGR	20158467	02/16/19	780.00	924
101-172-752.000	02/14/19	JACKPINE BUSINESS CENTERS	POCKET FOLDERS/POST ITS	438035-0	03/16/19	35.26	47175
101-172-913.000	02/01/19	PNC BANK	1/2-1/30/19 PURCHASES	01302019	02/25/19	5.00	47158
101-172-915.000	02/01/19	PNC BANK	1/2-1/30/19 PURCHASES	01302019	02/25/19	150.00	47158
101-172-933.000	02/01/19	PNC BANK	1/2-1/30/19 PURCHASES	01302019	02/25/19	19.99	47158
101-172-933.000	02/07/19	TEAM FINANCIAL GROUP INC.	W2H6XO1523 COPIER CONTRACT #4002081	3808	02/27/19	165.26	936
Total For Dept 172 MANAGER						1,155.51	
Dept 215 CLERK							
101-215-723.000	02/01/19	MICHELLE WRIGHT	IN LIEU OF BLUE CROSS INSURANCE	02/01/2019	02/08/19	250.00	926
101-215-723.000	02/22/19	MICHELLE WRIGHT	IN LIEU OF BLUE CROSS INSURANCE	02/22/2019	02/22/19	250.00	958
101-215-900.000	01/31/19	THE PIONEER GROUP	1/1-1/31/19 CLASSIFIED ADS 4110016	01312019	02/20/19	366.00	47157
101-215-900.000	02/06/19	PRINTING SYSTEMS, INC.	2,000 A/P LASER CHECKS	206338	03/08/19	235.36	47159
101-215-933.000	02/01/19	PNC BANK	1/2-1/30/19 PURCHASES	01302019	02/25/19	19.98	47158
Total For Dept 215 CLERK						1,121.34	
Dept 253 FINANCE / TREASURER							
101-253-723.000	02/12/19	DELTA DENTAL	MARCH RETIREE DENTAL	03012019	02/19/19	53.83	47171
101-253-723.000	03/01/19	PRIORITY HEALTH	MARCH RETIREE HEALTH CARE	03012019	02/19/19	(1,324.74)	47183
101-253-723.000	03/01/19	VISION SERVICE PLAN		03012019	02/19/19	9.69	47194
101-253-752.000	02/18/19	JACKPINE BUSINESS CENTERS	STAPLES/PAPER	438118-0	03/20/19	14.55	47175
101-253-752.000	02/21/19	JACKPINE BUSINESS CENTERS	ADMIN SERVICES ENVELOPES (500) 6X9	438248-0	03/23/19	96.48	47214
101-253-752.000	02/21/19	JACKPINE BUSINESS CENTERS	#10 WINDOW ENVELOPES (2,500)	438226-0	03/23/19	199.20	47214
101-253-752.000	09/06/18	CONTROLTEK	9X12 TRIPLOK CLEAR DEPOSIT BAGS	3460211	10/06/18	118.15	47205
101-253-801.000	01/07/19	MANISTEE COUNTY CONTROLLER	2018 MAPS/ASSESS ROLL/TAX ROLL/BILL	01072019	02/26/19	15,818.70	47216
101-253-913.000	01/30/19	EDWARD BRADFORD	1/17-1/18/19 MEALS - MMTA WINTER WO	01302019	02/01/19	38.00	918
101-253-913.000	02/01/19	PNC BANK	1/2-1/30/19 PURCHASES	01302019	02/25/19	258.92	47158
101-253-915.000	02/01/19	PNC BANK	1/2-1/30/19 PURCHASES	01302019	02/25/19	50.00	47158
101-253-933.000	02/01/19	PNC BANK	1/2-1/30/19 PURCHASES	01302019	02/25/19	52.99	47158
Total For Dept 253 FINANCE / TREASURER						15,385.77	
Dept 257 ASSESSOR							
101-257-723.000	02/12/19	DELTA DENTAL	MARCH RETIREE DENTAL	03012019	02/19/19	22.42	47171
101-257-723.000	03/01/19	PRIORITY HEALTH	MARCH RETIREE HEALTH CARE	03012019	02/19/19	202.29	47183
101-257-723.000	03/01/19	VISION SERVICE PLAN		03012019	02/19/19	6.35	47194
101-257-801.000	02/01/19	GREAT LAKES ASSESSING INC	PROFESSIONAL ASSESSING SERVICE	02/01/2019	02/08/19	6,529.00	923
101-257-801.000	02/22/19	GREAT LAKES ASSESSING INC	PROFESSIONAL ASSESSING SERVICE	02/22/2019	02/22/19	6,529.00	956
Total For Dept 257 ASSESSOR						13,289.06	
Dept 265 CITY HALL BUILDINGS & GROUNDS							
101-265-752.000	02/06/19	CDM MOBILE SHREDDING LLC	ON SITE SHREDDING	88697	02/11/19	65.00	47130
101-265-752.000	01/24/19	X-CEL CHEMICAL SPECIALTIES CO.	BIG FOLD TOWELS	72384	02/23/19	90.40	47166
101-265-752.000	02/06/19	X-CEL CHEMICAL SPECIALTIES CO.	TOILET PAPER; BIG FOLD TOWELS; PAPE	72401	03/08/19	161.20	47166
101-265-752.000	02/13/19	PURE WATER WORKS INC	WATER JUGS (6)	322567	03/15/19	39.00	47184
101-265-752.000	02/06/19	X-CEL CHEMICAL SPECIALTIES CO.	PAPER PRODUCTS	72529	03/08/19	161.20	47228
101-265-850.000	02/01/19	CHARTER COMMUNICATIONS INC.	2/11-3/10 8245122090138918 70 MAPLE	0138918020119	02/21/19	159.96	47131
101-265-850.000	02/13/19	AT&T	23139825843105 1/14-2/13/19	231398258402FEB	03/09/19	356.71	47198
101-265-918.000	02/21/19	CITY OF MANISTEE WATER &	1/19-2/15/19 WATER USAGE	02212019	03/11/19	201.30	953

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 101 GENERAL FUND							
Dept 265 CITY HALL BUILDINGS & GROUNDS							
101-265-920.000	02/11/19	CONSUMERS ENERGY	ELECTRIC	02112019	02/19/19	1,798.12	47132
101-265-921.000	02/07/19	DTE ENERGY	910021459003 1/9-2/6 CITY HALL	1/9-2/6CITYHALL	03/05/19	649.17	47173
101-265-930.000	02/04/19	GILL-ROYS HARDWARE	MATERIALS FOR SPRINKLER LINE BURST	1902-804596	02/11/19	13.29	47139
101-265-930.000	02/04/19	SUMMIT COMPANIES	SPRINKLER REPAIR FROM FROZEN / BROK	2142795	03/06/19	1,011.74	47161
101-265-930.000	02/08/19	SUMMIT COMPANIES	LEAK REPAIR IN THE FIRE SPRINKLER S	2143200	02/11/19	974.07	47161
101-265-930.000	01/10/19	CUSTOM SHEET METAL & HEATING	INVESTIGATE LEAK IN THE BULKHEAD BY	2452758	02/09/19	164.00	921
101-265-930.000	02/11/19	SUMMIT COMPANIES	DAMAGED PULL STATION IN THE PRIVATE	1346573	03/13/19	310.00	47190
101-265-930.000	02/14/19	CUSTOM SHEET METAL & HEATING	PRIVATE ENTRY GRILLES (2)	8611621	03/16/19	102.52	954
101-265-930.000	02/19/19	TOP LINE ELECTRIC LLC	2/3/19 TLS19167 CHECK CITY HALL	11587	03/21/19	232.00	968
101-265-931.000	02/07/19	TIM BOSMA	REPLACE ICE MAKER IN REFRIGERATOR	02072019	02/11/19	245.00	47128
101-265-931.000	01/30/19	GRAND RENTAL STATION	SNOWTHROWER REPAIR	1-9190	03/01/19	170.45	47211
Total For Dept 265 CITY HALL BUILDINGS & GROUNDS						6,905.13	
Dept 275 GENERAL							
101-275-801.000	02/15/19	AYLWARD CONSULTANTS LLC DBA A	PROF SERVICES - TELECOMMUNICATIONS	190212	02/15/19	182.24	951
101-275-802.000	02/16/19	MIKA MEYERS BECKETT & JONES	JANUARY 2019 GENERAL LEGAL	630996	02/26/19	4,455.00	959
101-275-804.000	01/21/19	MIKA MEYERS BECKETT & JONES	DECEMBER GENERAL LABOR	629850	02/19/19	13,613.17	950
101-275-804.000	02/16/19	MIKA MEYERS BECKETT & JONES	JANUARY 2019 GENERAL LABOR	630995	02/26/19	5,320.00	959
101-275-806.000	02/16/19	MIKA MEYERS BECKETT & JONES	PROSECUTING ATTY JANUARY 2019	630994	02/26/19	2,590.75	959
101-275-807.000	02/16/19	MIKA MEYERS BECKETT & JONES	JANUARY 2019 PERSONNEL POLICY REVIE	630997	02/26/19	1,541.00	959
101-275-851.000	02/08/19	EASYPERMIT POSTAGE	8000909007237170 JAN PERMIT/FEB POS	0723-7170FEB	03/07/19	3,226.48	947
101-275-920.001	02/11/19	CONSUMERS ENERGY	ELECTRIC	02112019	02/19/19	10,711.24	47132
101-275-920.001	02/26/19	CONSUMERS ENERGY	JANUARY/FEBRUARY	02272019	02/27/19	8,155.50	47203
Total For Dept 275 GENERAL						49,795.38	
Dept 301 POLICE							
101-301-721.000	02/01/19	NYE UNIFORM COMPANY	2 PAIR POLY/WOOL CARGO PANTS	685039	03/03/19	223.77	47154
101-301-721.000	01/18/19	NYE UNIFORM COMPANY	POLY/WOOL CARGO PANT	681760	02/17/19	96.50	47154
101-301-721.000	12/31/18	TELE-RAD INC.	STRYKE PANT/JOB SHIRT	889897	01/15/19	110.38	937
101-301-721.000	01/18/19	NYE UNIFORM COMPANY	BADGES	678881	02/17/19	239.02	47181
101-301-721.000	02/13/19	NYE UNIFORM COMPANY	POLY/WOOL CARGO PANT - HALLEAD	684281	03/15/19	119.53	47181
101-301-721.000	02/13/19	NYE UNIFORM COMPANY	HERITAGE PANT - KOZAL	686456	03/15/19	197.77	47181
101-301-721.000	02/13/19	NYE UNIFORM COMPANY	TAC LITE PRO PANT - COOK	687734	03/15/19	87.98	47181
101-301-721.000	01/31/19	SNYDER SHOE CORP	GOODSPEED - BOOTS	275022-32872	03/02/19	148.75	47186
101-301-723.000	02/01/19	DAVID BACHMAN	IN LIEU OF BLUE CROSS INSURANCE	02/01/2019	02/08/19	250.00	917
101-301-723.000	02/01/19	JOHN S RILEY	IN LIEU OF BLUE CROSS INSURANCE	02/01/2019	02/08/19	250.00	930
101-301-723.000	02/22/19	DAVID BACHMAN	IN LIEU OF BLUE CROSS INSURANCE	02/22/2019	02/22/19	250.00	952
101-301-723.000	02/22/19	JOHN S RILEY	IN LIEU OF BLUE CROSS INSURANCE	02/22/2019	02/22/19	250.00	962
101-301-752.000	12/31/18	TRANSUNION RISK	MOSLY. CHARGES	DEC2018	02/14/19	25.00	939
101-301-752.000	02/01/19	PNC BANK	1/2-1/30/19 PURCHASES	01302019	02/25/19	63.40	47158
101-301-752.000	02/06/19	JACKPINE BUSINESS CENTERS	500 PARKING CITATIONS	437707-0	03/08/19	216.25	47175
101-301-752.000	02/22/19	TELE-RAD INC.	BLACK BRISTOL PARKA	890669	03/09/19	247.99	967
101-301-770.000	02/06/19	BLARNEY CASTLE FLEET PROGRAM	BC177 1/6-2/5/19	02062019	02/27/19	1,425.01	943
101-301-801.000	02/06/19	STATE OF MICHIGAN - MSP	SOR FEES	551-531996	03/08/19	120.00	47189
101-301-900.000	01/25/19	UPS STORE #4718	PRESS RELEASE BANNER/STAND	7942A	02/14/19	300.00	47192
101-301-913.000	02/11/19	TIM KOZAL	POLICE CHIEF CONF REIMBURSEMENT	02112019	02/11/19	222.34	938
101-301-915.000	02/01/19	PNC BANK	1/2-1/30/19 PURCHASES	01302019	02/25/19	115.00	47158
101-301-930.000	02/16/19	BRIDGET QUINN-GUILLEN	PAINT	02162019	02/19/19	69.96	944
101-301-930.000	02/21/19	TOP LINE ELECTRIC LLC	MOVED RADIOS TO SQUAD ROOM 1/10, 1/	11601	03/23/19	146.51	968
101-301-932.000	01/30/19	AUTO VALUE \ AUTO-WARES GROUP	BLADE	256-1005658	03/01/19	12.99	47126
101-301-932.000	01/30/19	AUTO VALUE \ AUTO-WARES GROUP	CONTOUR BLADES (2)	256-1005625	03/01/19	25.98	47126
101-301-932.000	02/12/19	AUTO VALUE \ AUTO-WARES GROUP	WIPERS #603	256-1006681	03/14/19	25.98	47168
101-301-932.000	02/07/19	AUTO VALUE \ AUTO-WARES GROUP	DRILL BITS - POLICE ESCAPE	256-1006302	03/09/19	11.58	47168

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Fund 101 GENERAL FUND							
Dept 301 POLICE							
101-301-932.000	01/30/19	AUTO VALUE \ AUTO-WARES GROUP	WIPER BLADE	256-1005662	03/01/19	12.99	47168
101-301-932.000	02/15/19	AUTO VALUE \ AUTO-WARES GROUP	WIPER BLADES	256-1006975	03/17/19	25.98	47168
101-301-933.000	02/25/19	CORE TECHNOLOGY CORPORATION	ANNUAL CORE MAINTENANCE 4/19-3/20	MN3000885	02/19/19	3,053.00	945
101-301-983.000	01/24/19	TEAM FINANCIAL GROUP INC.	KYOCERA 3501I 05698,4301210 CONTRAC'	01242019	02/14/19	117.98	936
101-301-983.000	02/24/19	TEAM FINANCIAL GROUP INC.	KYOCERA 3501I-05698, 4301210	40017229-1 A	03/14/19	157.30	966
Total For Dept 301 POLICE						8,618.94	
Dept 336 FIRE							
101-336-721.000	01/25/19	NYE UNIFORM COMPANY	UNFORM PATCHES	683393	02/24/19	250.00	47154
101-336-721.000	02/22/19	SPORTS INK SCREEN PRINTING	DUTY T-SHIRTS	7067	02/22/19	257.40	47222
101-336-723.000	02/01/19	MARK A MODJESKI	IN LIEU OF BLUE CROSS INSURANCE	02/01/2019	02/08/19	250.00	928
101-336-723.000	02/01/19	SID SCRINGER	IN LIEU OF BLUE CROSS INSURANCE	02/01/2019	02/08/19	250.00	932
101-336-723.000	02/01/19	TIMM H SMITH	IN LIEU OF BLUE CROSS INSURANCE	02/01/2019	02/08/19	250.00	933
101-336-723.000	02/22/19	MARK A MODJESKI	IN LIEU OF BLUE CROSS INSURANCE	02/22/2019	02/22/19	250.00	960
101-336-723.000	02/22/19	SID SCRINGER	IN LIEU OF BLUE CROSS INSURANCE	02/22/2019	02/22/19	250.00	963
101-336-723.000	02/22/19	TIMM H SMITH	IN LIEU OF BLUE CROSS INSURANCE	02/22/2019	02/22/19	250.00	964
101-336-752.000	02/01/19	SPARTANNASH	JANUARY CHARGES CUST NO 018957	01312019	02/28/19	20.72	934
101-336-752.000	02/01/19	PNC BANK	1/2-1/30/19 PURCHASES	01302019	02/25/19	6.70	47158
101-336-752.000	01/22/19	PRAXAIR DISTRIBUTION INC	MEDICAL OXYGEN	87247512A	02/21/19	19.37	929
101-336-752.000	02/08/19	WAHR HARDWARE, INC.	AIR SAMPLE SHIPPING	C167736	03/31/19	10.61	941
101-336-752.000	02/08/19	CHARTER COMMUNICATIONS INC.	2/18-3/17/19 8245122090073420 281 1	0073420020819	02/28/19	140.83	47170
101-336-752.000	02/13/19	PURE WATER WORKS INC	WATER	322562	03/15/19	75.00	47184
101-336-752.000	02/13/19	JACKPINE BUSINESS CENTERS	FF ACCOUNTABILITY TAGS	437764-0	03/15/19	18.80	47214
101-336-752.000	02/20/19	VERIZON WIRELESS	1/20-2/19/19 342080794-00001	9824487267	03/11/19	14.04	47226
101-336-770.000	02/06/19	BLARNEY CASTLE FLEET PROGRAM	BC177 1/6-2/5/19	02062019	02/27/19	420.81	943
101-336-777.000	01/23/19	J & B MEDICAL SUPPLY	MEDICAL SUPPLIES	5026907	02/22/19	657.96	925
101-336-777.000	01/13/19	MUNSON HEALTHCARE MANISTEE	DECEMBER BAG EXCHANGES	12102018	02/11/19	180.00	47153
101-336-777.000	02/04/19	J & B MEDICAL SUPPLY	ORAL/NASAL DIVIDED CANNULA	5171263	03/06/19	51.12	925
101-336-801.000	02/01/19	THE ACCUMED GROUP	JAN BILLING SERVICE FEE (EMS)	21180	03/01/19	1,138.81	47121
101-336-801.000	01/11/19	MHM PROVIDER SERVICES	PRE-EMPLOYMENT PHYS	12032018	02/11/19	223.00	47150
101-336-801.000	12/31/18	ARBOR PROFESSIONAL SOLUTIONS	EMS COLLECTIONS #5707	01005707181231001	01/31/19	126.00	47167
101-336-900.000	01/25/19	UPS STORE #4718	PRESS RELEASE BANNER/STAND	7942	02/14/19	300.00	47192
101-336-918.000	02/21/19	CITY OF MANISTEE WATER &	1/19-2/15/19 WATER USAGE	02212019	03/11/19	177.72	953
101-336-920.000	02/11/19	CONSUMERS ENERGY	ELECTRIC	02112019	02/19/19	478.99	47132
101-336-921.000	02/07/19	DTE ENERGY	910021458872 1/9-2/6 FIRE	1/9-2/6FIRE	03/05/19	611.58	47173
101-336-930.000	02/04/19	GILL-ROYS HARDWARE	HANGING/DRYING HARDWARE	1902-804915	03/07/19	79.98	47139
101-336-931.000	01/28/19	GILL-ROYS HARDWARE	JAWS MOUNTING HARDWARE	1901-787150	02/27/19	25.54	47139
101-336-932.000	01/14/19	ACCURATE TRUCK SERVICE	MEDIC 5 REPAIR-TRANSMISSION	158142	01/14/19	1,209.50	47122
101-336-932.000	02/06/19	AUTO VALUE \ AUTO-WARES GROUP	FUEL ADDITIVE	256-1006238	03/08/19	18.29	47126
101-336-983.000	01/24/19	TEAM FINANCIAL GROUP INC.	KYOCERA 3501I 05698,4301210 CONTRAC'	01242019	02/14/19	39.32	936
101-336-985.000	02/01/19	PNC BANK	1/2-1/30/19 PURCHASES	01302019	02/25/19	466.99	47158
Total For Dept 336 FIRE						8,519.08	
Dept 441 PUBLIC WORKS							
101-441-721.000	01/28/19	CONTINENTAL LINEN SERVICE	CENTER FOLD PAPER TOWEL/DELIVERY	2345263	02/11/19	7.67	47133
101-441-721.000	01/28/19	CONTINENTAL LINEN SERVICE	UNIFORM RENTAL-RANDALL/LISTON	2345265	02/11/19	14.47	47133
101-441-721.000	02/04/19	CONTINENTAL LINEN SERVICE	DELIVERY CHARGE	2350416	02/11/19	7.67	47133
101-441-721.000	02/04/19	CONTINENTAL LINEN SERVICE	UNIFORM RENTAL-TABACZKA/SZYMANSKI	2350419	02/11/19	14.47	47133
101-441-721.000	02/11/19	CONTINENTAL LINEN SERVICE	UNIFORMS	2355610	02/26/19	14.47	47204
101-441-723.000	02/12/19	DELTA DENTAL	MARCH RETIREE DENTAL	03012019	02/19/19	44.84	47171
101-441-723.000	03/01/19	PRIORITY HEALTH	MARCH RETIREE HEALTH CARE	03012019	02/19/19	404.58	47183
101-441-752.000	02/01/19	SPARTANNASH	JANUARY CHARGES CUST NO 018957	01312019	02/28/19	30.96	934
101-441-752.000	01/28/19	AUTO VALUE \ AUTO-WARES GROUP	SHOP SUPPLIES - RAGS IN A BOX	256-1005466	02/27/19	44.97	47126

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Fund 101 GENERAL FUND							
Dept 441 PUBLIC WORKS							
101-441-752.000	02/05/19	AUTO VALUE \ AUTO-WARES GROUP	CHAIN LUBE/BRAKE CLEANER - SHOP SUP	256-1006078	03/07/19	71.58	47126
101-441-752.000	01/28/19	CONTINENTAL LINEN SERVICE	CENTER FOLD PAPER TOWEL/DELIVERY	2345263	02/11/19	31.50	47133
101-441-752.000	02/01/19	PNC BANK	1/2-1/30/19 PURCHASES	01302019	02/25/19	47.68	47158
101-441-752.000	01/29/19	FASTANEL COMPANY	VENDING MACHINE-GLOVES/SAFETY GLASS	MIMAN135760	02/28/19	85.02	922
101-441-752.000	02/05/19	PRAXAIR DISTRIBUTION INC	SAFETY GLASSES	87525871	03/07/19	4.56	929
101-441-752.000	01/22/19	PRAXAIR DISTRIBUTION INC	WELDING - CYLINDER RENTAL	87247512	02/21/19	44.80	929
101-441-752.000	02/04/19	WAHR HARDWARE, INC.	DRANO	C167489	03/06/19	13.78	941
101-441-752.000	02/04/19	WAHR HARDWARE, INC.	DRANO	C167533	03/06/19	4.99	941
101-441-752.000	02/14/19	AUTO VALUE \ AUTO-WARES GROUP	ALARM BACK-UP (2) - SHOP SUPPLIES	256-1006813	03/16/19	56.58	47199
101-441-752.000	02/18/19	FAMILY FARM & HOME - MANISTEE	MINI OIL CAN - WELDING/FAB	4955/H	03/20/19	4.99	47207
101-441-752.000	02/14/19	AUTO VALUE \ AUTO-WARES GROUP	RAGS IN A BOX - SHOP SUPPLIES	256-1006857	03/16/19	91.12	47199
101-441-752.000	02/11/19	CONTINENTAL LINEN SERVICE	BC FOLD TOWELS/DELIVERY	2355608	02/26/19	7.67	47204
101-441-770.000	02/06/19	BLARNEY CASTLE FLEET PROGRAM	BC177 1/6-2/5/19	02062019	02/27/19	6,946.86	943
101-441-850.000	02/02/19	CHARTER COMMUNICATIONS INC.	2/12-3/11 8245122090140088 280 WASH	0140088020219	02/22/19	39.99	47131
101-441-913.000	02/01/19	PNC BANK	1/2-1/30/19 PURCHASES	01302019	02/25/19	110.79	47158
101-441-918.000	02/21/19	CITY OF MANISTEE WATER &	1/19-2/15/19 WATER USAGE	02212019	03/11/19	69.66	953
101-441-921.000	02/07/19	DTE ENERGY	910021442272 1/9-2/6 GARAGE	1/9-2/6GARAGE	03/05/19	3,635.26	47173
101-441-930.000	02/01/19	PNC BANK	1/2-1/30/19 PURCHASES	01302019	02/25/19	1,146.85	47158
101-441-931.000	01/24/19	AIS CONSTRUCTION EQUIPMENT	LOADERS-HYD COUPLING/WEDGE/FREIGHT	T72864	02/10/19	1,191.25	47123
101-441-931.000	01/24/19	AIS CONSTRUCTION EQUIPMENT	LOADERS-HYD COUPLING/WEDGE/FREIGHT	T72856	02/10/19	788.95	47123
101-441-931.000	01/24/19	AIS CONSTRUCTION EQUIPMENT	RETURN	T72863	02/10/19	(788.95)	47123
101-441-931.000	01/28/19	AUTO VALUE \ AUTO-WARES GROUP	SNO-GO GEAR OIL	256-1005467	02/27/19	32.38	47126
101-441-931.000	02/06/19	FREEMAN CREEK EQUIPMENT INC	CHAINSAW BAR OIL	14541	02/11/19	28.98	47138
101-441-931.000	01/18/19	GILL-ROYS HARDWARE	NUTS/BOLTS/SCREWS/MAGNETIC BASE	1901-756205	02/11/19	15.96	47139
101-441-931.000	01/23/19	LARSEN'S LANDSCAPING LLC	KUBOTA-MOTOR/PUMP/OIL	58914	02/07/19	532.68	47144
101-441-931.000	02/06/19	WAHR HARDWARE, INC.	BRINE EQUIP-STRAINER	C167261	03/08/19	2.89	941
101-441-931.000	02/08/19	AMERICAN HOIST, AIR, & LUBE E	SERVICE CALL FOR LIFT	15344	02/18/19	297.00	47197
101-441-931.000	02/15/19	AUTO VALUE \ AUTO-WARES GROUP	DEX COOL - #134	256-1006929	03/17/19	113.94	47199
101-441-931.000	02/15/19	AUTO VALUE \ AUTO-WARES GROUP	SKID STEER PART	256-1006943	03/17/19	25.69	47199
101-441-932.000	01/28/19	AUTO VALUE \ AUTO-WARES GROUP	143 - WIPER BLADES	256-1005410	02/27/19	12.99	47126
101-441-932.000	01/28/19	AUTO VALUE \ AUTO-WARES GROUP	133 - FITTINGS/HOSES	256-1005413	02/27/19	18.56	47126
101-441-932.000	01/29/19	AUTO VALUE \ AUTO-WARES GROUP	136 - HOSES/FITTINGS	256-1005558	02/28/19	86.30	47126
101-441-932.000	01/29/19	AUTO VALUE \ AUTO-WARES GROUP	137 - FITTINGS/HOSES/FLUID	256-1005559	02/28/19	203.33	47126
101-441-932.000	01/31/19	AUTO VALUE \ AUTO-WARES GROUP	#139 - STROBE BEACON	256-1005763	03/02/19	186.59	47126
101-441-932.000	02/01/19	AUTO VALUE \ AUTO-WARES GROUP	#119 - FRIGED BLUE OIL	256-1005805	03/03/19	29.16	47126
101-441-932.000	02/01/19	AUTO VALUE \ AUTO-WARES GROUP	#143 - RADIATOR CAP	256-1005830	03/03/19	3.59	47126
101-441-932.000	02/04/19	AUTO VALUE \ AUTO-WARES GROUP	#136 - HYDRAULIC LINE	256-1006037	03/06/19	13.19	47126
101-441-932.000	02/05/19	AUTO VALUE \ AUTO-WARES GROUP	#139 - SPRAY LUBE	256-1006083	03/07/19	25.00	47126
101-441-932.000	02/05/19	AUTO VALUE \ AUTO-WARES GROUP	#139 - OIL FILTERS	256-1006131	03/07/19	13.82	47126
101-441-932.000	02/06/19	AUTO VALUE \ AUTO-WARES GROUP	#167 - SHOCK FOR TOOL BOX	256-1006201	03/08/19	69.58	47126
101-441-932.000	02/06/19	AUTO VALUE \ AUTO-WARES GROUP	#136 - HYDRAULIC LINE	256-1006214	03/08/19	25.75	47126
101-441-932.000	02/06/19	AUTO VALUE \ AUTO-WARES GROUP	#101 - BATTERY	256-1006225	03/08/19	119.20	47126
101-441-932.000	02/06/19	AUTO VALUE \ AUTO-WARES GROUP	#142 - BACK UP ALARM	256-1006239	03/08/19	27.39	47126
101-441-932.000	02/07/19	AUTO VALUE \ AUTO-WARES GROUP	STOCK WIPER BLADES	256-1006279	03/09/19	35.98	47126
101-441-932.000	01/31/19	BLARNEY CASTLE OIL CO.	PLOW TRUCKS - DIESEL EXHAUST FLUID	1068208	03/02/19	141.14	47127
101-441-932.000	01/30/19	BLARNEY CASTLE OIL CO.	PLOW TRUCKS - 55 GAL DRUM OF OIL	1067483	03/01/19	481.81	47127
101-441-932.000	01/30/19	FAMILY FARM & HOME - MANISTEE	SNOWBRUSHES (4)	4923/16	03/01/19	27.96	47135
101-441-932.000	01/28/19	FAMILY TIRE SERVICE	136 - TIRE REPAIR/DISPOSAL	2552	02/11/19	47.00	47136
101-441-932.000	02/05/19	FAMILY TIRE SERVICE	PLOW TRUCKS - SPARE TIRES/MOUNT/DIS	2556	02/11/19	544.00	47136
101-441-932.000	02/05/19	FREEMAN CREEK EQUIPMENT INC	PLOW TRUCKS-CUTTING EDGE (2)/SCREWS	14539	02/11/19	445.53	47138
101-441-932.000	01/11/19	GILL-ROYS HARDWARE	PLOW TRUCKS-FILLER ROPE	1901-735351	02/11/19	13.99	47139
101-441-932.000	01/29/19	MANISTEE TIRE SERVICE	#143-TIRES/DISPOSAL	69978	02/28/19	374.00	47149
101-441-932.000	02/04/19	MICHIGAN CAT	#139-OIL PAN/GASKET SET/FREIGHT	PD9536183	03/06/19	727.58	47151

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Fund 101 GENERAL FUND							
Dept 441 PUBLIC WORKS							
101-441-932.000	01/04/19	VALLEY TRUCK PARTS INC.	PLOW TRUCKS-HYDRAULIC PARTS	2-1215062	01/14/19	79.55	47163
101-441-932.000	02/01/19	ROAD EQUIPMENT PARTS CENTER	PLOW TRUCKS-GRIT GUARD SEAL/DRIVE A	456693	03/02/19	199.22	931
101-441-932.000	02/04/19	ROAD EQUIPMENT PARTS CENTER	PLOW TRUCKS-SEAL FRONT AXLE	456798	03/06/19	117.34	931
101-441-932.000	02/12/19	AUTO VALUE \ AUTO-WARES GROUP	DE-ICER/DEX COOL PLOW TRUCKS	256-1006634	03/14/19	145.02	47199
101-441-932.000	02/12/19	AUTO VALUE \ AUTO-WARES GROUP	STARTER FLUID - TRUCK 137	256-1006709	03/14/19	3.19	47199
101-441-932.000	02/14/19	AUTO VALUE \ AUTO-WARES GROUP	CREDIT FOR RETURNED CALIPER	256-1006835	03/16/19	(31.50)	47199
Total For Dept 441 PUBLIC WORKS						19,424.81	
Dept 701 PLANNING & ZONING							
101-701-723.000	03/01/19	PRIORITY HEALTH	MARCH RETIREE HEALTH CARE	03012019	02/19/19	202.29	47183
101-701-933.000	02/01/19	PNC BANK	1/2-1/30/19 PURCHASES	01302019	02/25/19	19.99	47158
Total For Dept 701 PLANNING & ZONING						222.28	
Dept 751 PARKS & RECREATION							
101-751-723.000	02/12/19	DELTA DENTAL	MARCH RETIREE DENTAL	03012019	02/19/19	22.42	47171
101-751-723.000	03/01/19	PRIORITY HEALTH	MARCH RETIREE HEALTH CARE	03012019	02/19/19	202.29	47183
101-751-723.000	03/01/19	VISION SERVICE PLAN		03012019	02/19/19	6.35	47194
101-751-752.000	01/17/19	GILL-ROYS HARDWARE	LOCKSET/LABOR	1901-752735	02/11/19	24.99	47139
101-751-752.000	01/29/19	FASTENAL COMPANY	VENDING MACHINE-GLOVES/SAFETY GLASS	MIMAN135760	02/28/19	85.01	922
101-751-752.000	02/04/19	WAHR HARDWARE, INC.	SANDPAPER	B13602	03/31/19	7.99	941
101-751-752.000	02/18/19	FAMILY FARM & HOME - MANISTEE	WHEEL PLASTIC 7X1.5 DIAMOND (2)	4954/H	03/20/19	15.98	47207
101-751-752.000	02/01/19	GRAND RENTAL STATION	SNOWBLOWER 7522E SERIAL #2017279161	1-561587	03/03/19	449.00	47211
101-751-770.000	02/06/19	BLARNEY CASTLE FLEET PROGRAM	BC177 1/6-2/5/19	02062019	02/27/19	403.17	943
101-751-850.000	02/01/19	CHARTER COMMUNICATIONS INC.	2/10-3/9 8245122090138926 108 LAKES	0138926020119	02/21/19	39.99	47131
101-751-918.000	02/21/19	CITY OF MANISTEE WATER &	1/19-2/15/19 WATER USAGE	02212019	03/11/19	516.99	953
101-751-920.000	02/11/19	CONSUMERS ENERGY	ELECTRIC	02112019	02/19/19	1,847.30	47132
101-751-921.000	02/07/19	DTE ENERGY	910021414172 1/9-2/6 TEEN CENTER	1/9-2/6TEENCENTE	03/05/19	137.41	47173
101-751-930.000	02/01/19	AL BUFKA CONSTRUCTION INC	CHESTNUT ROASTING PANS - NEW GRILLS	3173	02/11/19	168.75	47124
101-751-930.000	01/25/19	C & W PORTABLES & SEPTIC	COAST GUARD/5TH AVE PORTABLE TOILET	126620	02/24/19	85.00	920
101-751-930.000	01/25/19	C & W PORTABLES & SEPTIC	ARTHUR ST BOAT LAUNCH PORTABLE TOILET	126619	02/24/19	85.00	920
101-751-930.000	02/06/19	WAHR HARDWARE, INC.	BENCH REPAIR-BRUSH/GLOSS	C167619	03/08/19	20.95	941
101-751-930.000	02/05/19	FASTENAL COMPANY	BENCH REPAIR-WASHER, BOLT, NUT	MIMAN135828	03/07/19	30.08	955
101-751-931.000	02/01/19	GRAND RENTAL STATION	SNOWBLOWER	1-561596	03/03/19	449.00	47140
Total For Dept 751 PARKS & RECREATION						4,597.67	
Total For Fund 101 GENERAL FUND						129,172.69	
Fund 202 MAJOR STREET FUND							
Dept 000							
202-000-864.001	10/17/18	SPICER GROUP INC	TIP UPDATE & SOIL BORING TASK 063 1	193178	02/11/19	2,119.00	935
202-000-864.001	12/18/18	SPICER GROUP INC	12TH ST RECONSTRUCTION (MAPLE TO 31)	194157	02/12/19	10,907.50	935
202-000-864.001	01/21/19	SPICER GROUP INC	12TH ST RECONSTRUCTION MAPLE TO 31	194483	02/12/19	5,229.00	935
202-000-864.001	11/19/18	SPICER GROUP INC	TIP UPDATE & SOIL BORINGS TASK 063	193797	02/12/19	6,500.00	935
202-000-865.000	01/21/19	SPICER GROUP INC	MAPLE ST BRIDGE TASK 076 120924SG20	194493	02/12/19	7,672.50	935
202-000-918.000	02/21/19	CITY OF MANISTEE WATER &	1/19-2/15/19 WATER USAGE	02212019	03/11/19	92.32	953
202-000-921.000	02/07/19	DTE ENERGY	910021516935 1/9-2/6 MAPLE ST BRIDG	1/9-2/6MAPLEBRID	03/05/19	157.97	47173
Total For Dept 000						32,678.29	
Total For Fund 202 MAJOR STREET FUND						32,678.29	
Fund 203 LOCAL STREET FUND							
Dept 000							
203-000-864.001	10/17/18	SPICER GROUP INC	TIP UPDATE & SOIL BORING TASK 063 1	193178	02/11/19	2,119.00	935

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Fund 203 LOCAL STREET FUND							
Dept 000							
203-000-864.001	11/19/18	SPICER GROUP INC	TIP UPDATE & SOIL BORINGS TASK 063	193797	02/12/19	6,500.00	935
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Total For Dept 000						8,619.00	
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Total For Fund 203 LOCAL STREET FUND						8,619.00	
Fund 226 CITY REFUSE FUND							
Dept 000							
226-000-202.000	02/08/19	MUNDWILLER, NOLAN	UB REFUND FOR ACCOUNT: CYPS-000524-	CYPS-000524-0000	02/15/19	75.85	47152
226-000-202.000	02/26/19	BURSON, JON	UB REFUND FOR ACCOUNT: STMP-000224-	STMP-000224-0000	03/05/19	5.50	47201
226-000-202.000	02/26/19	JOHNSON, VICTORIA & DONALD	UB REFUND FOR ACCOUNT: EIGS-000187-	EIGS-000187-0000	03/05/19	2.97	47215
226-000-202.000	02/26/19	RIKER, MARY	UB REFUND FOR ACCOUNT: FRDS-000166-	FRDS-000166-0000	03/05/19	2.21	47221
226-000-826.000	02/01/19	REPUBLIC SERVICES #239	1/1-1/31 3-0239-004065 GLOCHESKI /	0239-002342185	02/21/19	31,631.95	47185
226-000-827.000	02/01/19	REPUBLIC SERVICES #239	302390003073 FIRE/DPW/101 MAPLE	0239-00239064	02/21/19	297.11	47185
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Total For Dept 000						32,015.59	
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Total For Fund 226 CITY REFUSE FUND						32,015.59	
Fund 275 GRANT MANAGEMENT FUND							
Dept 901 LOCAL REVENUE SHARING GRANTS							
275-901-965.077	02/11/19	MANISTEE COUNTY TREASURER	UNEXPENDED FUNDS - 2018 CYCLE 1-P.D	02112019	02/11/19	500.00	47147
275-901-965.078	02/11/19	MANISTEE COUNTY TREASURER	UNEXPENDED FUNDS-LRSB 2018 CYCLE 1	02112019A	02/11/19	756.00	47147
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Total For Dept 901 LOCAL REVENUE SHARING GRANTS						1,256.00	
Dept 902 OTHER GRANTS							
275-902-986.081	02/01/19	APOLLO FIRE EQUIPMENT	SPREADER/HYDRAULIC RAM/BATTERIES	0201	03/03/19	39,500.00	47125
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Total For Dept 902 OTHER GRANTS						39,500.00	
						<hr/>	
Total For Fund 275 GRANT MANAGEMENT FUND						40,756.00	
Fund 501 BOAT LAUNCH FUND							
Dept 000							
501-000-850.000	01/19/19	CHARTER COMMUNICATIONS INC.	8245122090139486 110 S LAKESHORE DR	0139486011919	02/08/19	39.99	47131
501-000-850.000	02/19/19	CHARTER COMMUNICATIONS INC.	3/1-3/28/19 8245122090139486 110 S	0139486021919	03/11/19	39.99	47202
501-000-918.000	02/21/19	CITY OF MANISTEE WATER &	1/19-2/15/19 WATER USAGE	02212019	03/11/19	149.92	953
501-000-920.000	02/11/19	CONSUMERS ENERGY	ELECTRIC	02112019	02/19/19	221.95	47132
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Total For Dept 000						451.85	
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Total For Fund 501 BOAT LAUNCH FUND						451.85	
Fund 592 WATER & SEWER UTILITY							
Dept 000							
592-000-202.000	02/08/19	MUNDWILLER, NOLAN	UB REFUND FOR ACCOUNT: CYPS-000524-	CYPS-000524-0000	02/15/19	179.22	47152
592-000-202.000	02/13/19	SOLEY, LAURA	UB REFUND FOR ACCOUNT: JOSCS-000159-	JOSCS-000159-0000	02/20/19	28.00	47187
592-000-202.000	02/20/19	WRZESINSKI, JEROME	UB REFUND FOR ACCOUNT: ARTS-000070-	ARTS-000070-0000	02/27/19	16.66	47227
592-000-202.000	02/22/19	BEAUMONT, AMBER	UB REFUND FOR ACCOUNT: ELES-000370-	ELES-000370-0000	03/01/19	68.80	47200
592-000-202.000	02/26/19	BURSON, JON	UB REFUND FOR ACCOUNT: STMP-000224-	STMP-000224-0000	03/05/19	16.66	47201
592-000-202.000	02/26/19	JOHNSON, VICTORIA & DONALD	UB REFUND FOR ACCOUNT: EIGS-000187-	EIGS-000187-0000	03/05/19	8.37	47215
592-000-202.000	02/26/19	RIKER, MARY	UB REFUND FOR ACCOUNT: FRDS-000166-	FRDS-000166-0000	03/05/19	6.02	47221
592-000-648.000	02/19/19	LAWITZKE, TONY & NICOLE	UB REFUND FOR ACCOUNT FIRS-000483-0	FIRS-000483-0000	02/19/19	22.37	47176
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Total For Dept 000						346.10	
Dept 541 ADMINISTRATION							
592-541-752.000	02/03/19	LORI HANSEN	OFFICE CLEANING-2/3	782342	02/11/19	75.00	47141
592-541-752.000	01/29/19	JACKPINE BUSINESS CENTERS	TONERS; MEMO PADS	437377-0	02/28/19	563.86	47142

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Fund 592 WATER & SEWER UTILITY							
Dept 541 ADMINISTRATION							
592-541-900.000	01/24/19	GEMINI GROUP LLC	CONSUMER CONFIDENCE REPORT (1,000)	MI002369-1	02/26/19	2,653.00	47209
Total For Dept 541 ADMINISTRATION						3,291.86	
Dept 542 WATER OPERATION							
592-542-721.000	01/28/19	CONTINENTAL LINEN SERVICE	UNIFORM RENTAL BANKS/RILEY/TAYLOR	2345264	02/11/19	23.80	47133
592-542-721.000	02/04/19	CONTINENTAL LINEN SERVICE	UNIFORM RENTAL-BANKS/RILEY/TAYLOR	2350417	02/11/19	23.80	47133
592-542-721.000	02/11/19	CONTINENTAL LINEN SERVICE	UNIFORMS	2355609	02/26/19	23.80	47204
592-542-723.000	02/12/19	DELTA DENTAL	MARCH RETIREE DENTAL	03012019	02/19/19	22.42	47171
592-542-723.000	03/01/19	PRIORITY HEALTH	MARCH RETIREE HEALTH CARE	03012019	02/19/19	452.29	47183
592-542-723.000	03/01/19	VISION SERVICE PLAN		03012019	02/19/19	6.35	47194
592-542-752.000	01/28/19	AUTO VALUE \ AUTO-WARES GROUP	INFRARED THERMAL - WATER	256-1005450	02/27/19	39.95	47126
592-542-752.000	01/29/19	FASTENAL COMPANY	VENDING MACHINE-GLOVES/SAFETY GLASS	MIMAN135760	02/28/19	85.02	922
592-542-752.000	02/05/19	DULTMEIER SALES	(5) PROBE TIPS, 5/16"	3539307	03/07/19	50.92	47206
592-542-753.000	10/31/18	HAVILAND PRODUCTS COMPANY INC	CREDIT	CREDIT 297033	02/26/19	(835.00)	957
592-542-753.000	02/17/19	HAVILAND PRODUCTS COMPANY INC	HYDROFLUOSILICIC ACID/BLEACH	306822	03/19/19	2,976.70	957
592-542-753.000	02/19/19	HAVILAND PRODUCTS COMPANY INC	DEPOSIT RETURNS	CM307244	03/21/19	(850.00)	957
592-542-753.000	02/19/19	HAVILAND PRODUCTS COMPANY INC	DEPOSIT RETURN	CM307243	03/21/19	(35.00)	957
592-542-770.000	02/06/19	BLARNEY CASTLE FLEET PROGRAM	BC177 1/6-2/5/19	02062019	02/27/19	293.61	943
592-542-801.000	12/17/18	SPICER GROUP INC	WATER/WW GENL ENG TASK 101 126455SG	194155	02/11/19	500.00	935
592-542-801.000	01/21/19	SPICER GROUP INC	WATER/WW GENL ENG TASK101 126455SG2	194494	02/11/19	500.00	935
592-542-824.000	02/07/19	WAHR HARDWARE, INC.	FREIGHT FOR WATER SAMPLES	C167702	03/09/19	15.48	969
592-542-920.000	02/11/19	CONSUMERS ENERGY	ELECTRIC	02112019	02/19/19	476.13	47132
592-542-920.000	02/26/19	CONSUMERS ENERGY	JANUARY/FEBRUARY	02272019	02/27/19	6,920.27	47203
592-542-930.000	01/29/19	FAMILY FARM & HOME - MANISTEE	TORCH BURNER/SEAL TAPE	4922/16	02/28/19	51.97	47135
592-542-930.000	01/23/19	FERGUSON WATERWORKS #3386	METER REPAIR-MEAS CHAMBER/GASKET BL	0066885	02/02/19	48.18	47137
592-542-930.000	01/29/19	WAHR HARDWARE, INC.	WELL 10-WIRE BRUSH/PAINT	B13506	02/28/19	15.28	941
592-542-930.000	02/06/19	WAHR HARDWARE, INC.	HOSE TO HOSE CONNECTORS	C167618	03/08/19	8.58	941
Total For Dept 542 WATER OPERATION						10,814.55	
Dept 543 SEWER - WWTP							
592-543-721.000	01/21/19	CONTINENTAL LINEN SERVICE	UNIFORMS/CLEANING	2340083	02/11/19	12.57	47133
592-543-721.000	01/21/19	CONTINENTAL LINEN SERVICE	UNIFORMS/CLEANING	2340084	02/11/19	15.86	47133
592-543-721.000	01/28/19	CONTINENTAL LINEN SERVICE	CENTER FOLD TOWELS	2345273	02/11/19	12.57	47133
592-543-721.000	01/28/19	CONTINENTAL LINEN SERVICE	UNIFORMS/CLEANING-HUNT/MOORE	2345274	02/11/19	15.86	47133
592-543-721.000	02/04/19	CONTINENTAL LINEN SERVICE	UNIFORMS/CLEANING-HUNT/MOORE	2350427	02/11/19	15.86	47133
592-543-721.000	02/04/19	CONTINENTAL LINEN SERVICE	CENTER FOLD TOWELS	2350426	02/11/19	12.57	47133
592-543-721.000	02/18/19	CONTINENTAL LINEN SERVICE	UNIFORMS/CLEANING	2360860	03/20/19	19.61	47204
592-543-721.000	02/11/19	CONTINENTAL LINEN SERVICE	UNIFORMS	2355619	02/26/19	19.61	47204
592-543-723.000	02/12/19	DELTA DENTAL	MARCH RETIREE DENTAL	03012019	02/19/19	22.42	47171
592-543-723.000	03/01/19	PRIORITY HEALTH	MARCH RETIREE HEALTH CARE	03012019	02/19/19	202.29	47183
592-543-752.000	02/01/19	SPARTANNASH	JANUARY CHARGES CUST NO 018957	01312019	02/28/19	28.02	934
592-543-752.000	02/02/19	JACKPINE BUSINESS CENTERS	CASE OF BATH TISSUE	437464-0	03/04/19	79.97	47142
592-543-752.000	01/30/19	JACKPINE BUSINESS CENTERS	BINDER CLIPS/MECHANICAL PENCILS	437465-0	03/01/19	6.27	47142
592-543-752.000	02/01/19	REPUBLIC SERVICES #239	WWTP WASTE CONTAINER 1/1-1/31/19 30	0239-002339042	02/21/19	165.19	47160
592-543-752.000	01/22/19	WIN-911 SOFTWARE	WIN-911 ANNUAL MAINTENANCE W0716144	117XT279-2019422	02/21/19	495.00	47165
592-543-752.000	01/24/19	FASTENAL COMPANY	ELECTRICAL TAPE	MIMAN135730	02/23/19	1.39	922
592-543-752.000	01/29/19	FASTENAL COMPANY	BARRICADE TAPE - YELLOW	MIMAN135769	02/28/19	8.01	922
592-543-752.000	02/19/19	GILL-ROYS HARDWARE	BRUSH/SPRAY NOZZLE	1902-850727	03/21/19	23.97	47210
592-543-752.000	02/14/19	GILL-ROYS HARDWARE	CLR CLEANER	1902-836686	03/16/19	59.98	47210
592-543-752.000	02/15/19	WAHR HARDWARE, INC.	OPERATING SUPPLIES	C168125	03/17/19	2.01	969
592-543-752.000	02/15/19	WAHR HARDWARE, INC.	O RING	B13880	03/17/19	1.79	969
592-543-752.000	02/11/19	CONTINENTAL LINEN SERVICE	C FOLD TOWELS/DELIVERY	2355618	02/26/19	12.57	47204
592-543-752.000	02/12/19	NCL OF WISCONSIN, INC.	LAB SUPPLIES	419044	03/14/19	748.07	47218

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Fund 592 WATER & SEWER UTILITY							
Dept 543 SEWER - WWTP							
592-543-752.000	02/22/19	TOWNLIN UNLIMITED	PAINT THIN/SPRAY BOTTLES/BRUSHES	16302	02/26/19	32.17	47225
592-543-770.000	02/06/19	BLARNEY CASTLE FLEET PROGRAM	BC177 1/6-2/5/19	02062019	02/27/19	158.21	943
592-543-801.000	10/17/18	SPICER GROUP INC	PROFESSIONAL CONSULTING SERVICES	193177	02/05/19	460.50	935
592-543-801.000	01/21/19	SPICER GROUP INC	TASK 053 120924SG2017 WWTP SLUDGE P	194488	02/11/19	398.75	935
592-543-801.000	12/17/18	SPICER GROUP INC	WATER/WW GENL ENG TASK 101 126455SG	194155	02/11/19	500.00	935
592-543-801.000	01/21/19	SPICER GROUP INC	WATER/WW GENL ENG TASK101 126455SG2	194494	02/11/19	500.00	935
592-543-801.000	02/13/19	STANTEC CONSULTING SERVICES IN	SEWER ADDER REVIEW	1472740	02/26/19	6,065.00	47223
592-543-824.000	01/30/19	PACE ANALYTICAL SERVICES, LLC	LAB TESTING	1950103574	02/28/19	300.00	47155
592-543-913.000	02/01/19	PNC BANK	1/2-1/30/19 PURCHASES	01302019	02/25/19	465.50	47158
592-543-913.000	02/07/19	BRIAN MOORE	PARKING/MEALS-JOINT EXPO LANSING	02072019	02/11/19	34.50	919
592-543-913.000	11/29/18	MWEA	MOHR, RICK - 2/5/19 JOINT EXPO	E22958	02/25/19	110.00	47217
592-543-913.000	02/07/19	RICK MOHR	TRAVEL MEALS	02072019	02/25/19	27.50	961
592-543-920.000	02/11/19	CONSUMERS ENERGY	ELECTRIC	02112019	02/19/19	452.84	47132
592-543-920.000	02/26/19	CONSUMERS ENERGY	JANUARY/FEBRUARY	02272019	02/27/19	10,476.36	47203
592-543-921.000	02/07/19	DTE ENERGY	910021459136 1/9-2/6 WWTP	1/9-2/6WWTP	03/05/19	1,830.21	47173
592-543-930.000	02/01/19	M & D PAINTERS, INC.	PAINTED CHEMICAL FEED ROOM	281	03/02/19	1,440.00	47145
592-543-931.000	01/17/19	KERR PUMP AND SUPPLY	REPAIR OF NO. 2 IPS PUMP	INV190812	02/16/19	6,244.00	47143
592-543-931.000	12/11/18	USA BLUE BOOK	POLYMER PUMP REPAIR PARTS	758886	01/10/19	417.56	47162
592-543-931.000	01/29/19	WAHR HARDWARE, INC.	BRASS COUPLING	C167201	02/28/19	4.29	941
592-543-931.000	02/15/19	GILL-ROYS HARDWARE	PLUMBING SUPPLIES	1902-839691	03/17/19	24.36	47210
Total For Dept 543 SEWER - WWTP						31,923.21	
Dept 544 SEWER COLLECTION (STREETS)							
592-544-721.000	01/28/19	CONTINENTAL LINEN SERVICE	UNIFORM RENTAL-TABACZKA/SZYMANSKI	2345266	02/11/19	14.47	47133
592-544-721.000	02/04/19	CONTINENTAL LINEN SERVICE	UNIFORM RENTAL	2350418	02/11/19	14.47	47133
592-544-721.000	02/11/19	CONTINENTAL LINEN SERVICE	UNIFORMS	2355611	02/26/19	14.47	47204
592-544-752.000	01/29/19	FASTENAL COMPANY	VENDING MACHINE-GLOVES/SAFETY GLASS	MIMAN135760	02/28/19	85.02	922
592-544-801.000	01/31/19	FIRST ADVANTAGE OCCUPATIONAL	EMPLOYEE DRUG TEST	2504161901	03/02/19	302.50	47208
Total For Dept 544 SEWER COLLECTION (STREETS)						430.93	
Dept 902 OTHER GRANTS							
592-902-947.001	12/17/18	SPICER GROUP INC	PILOT GRANT TASK 065 120924SG2018	194122	02/11/19	6,389.00	935
592-902-947.001	01/21/19	SPICER GROUP INC	PILOT GRANT WATER TASK065 120924SG2	194489	02/12/19	23,652.50	935
Total For Dept 902 OTHER GRANTS						30,041.50	
Dept 903 CAPITAL OUTLAY WATER - OVER \$5,000							
592-903-987.018	02/13/19	IPR GREAT LAKES, LLC	2019 SS REHAB 11/8/18-2/13/19 PMT 4	02132019	02/26/19	11,016.00	47213
592-903-987.018	10/17/18	SPICER GROUP INC	TASK049 NPDES CAP COLL SYS REHAB PI	193176	10/17/18	650.00	965
592-903-987.019	12/17/18	SPICER GROUP INC	CAP PHASE 1 TASK 047 NPDES 120924SG	194121	02/11/19	3,262.00	935
592-903-987.019	01/21/19	SPICER GROUP INC	NPDES CAP PHASE I TASK 047 120924SG	194487	02/11/19	845.50	935
592-903-987.019	12/17/18	SPICER GROUP INC	WW IMP PHASE I TASK 070 120924SG201	194123	02/12/19	24,153.50	935
592-903-987.021	12/17/18	SPICER GROUP INC	WW IMP PHASE II TASK 071 120924SG2	194124	02/12/19	25,008.50	935
Total For Dept 903 CAPITAL OUTLAY WATER - OVER \$5						64,935.50	
Total For Fund 592 WATER & SEWER UTILITY						141,783.65	
Fund 594 MARINA FUND							
Dept 000							
594-000-255.000	02/04/19	BRIAN CHICK	REFUND MARINA DEPOSIT	02042019	02/05/19	100.00	47129
594-000-752.000	02/18/19	CHARTER COMMUNICATIONS INC.	2/28-3/27/19 8245122090099730 480 R	0099730021819	03/10/19	81.45	47202
594-000-918.000	02/21/19	CITY OF MANISTEE WATER &	1/19-2/15/19 WATER USAGE	02212019	03/11/19	155.94	953
594-000-920.000	02/11/19	CONSUMERS ENERGY	ELECTRIC	02112019	02/19/19	560.40	47132
594-000-921.000	02/07/19	DTE ENERGY	910021458757 1/9-2/6 MARINA	1/9-2/6MARINA	03/05/19	434.63	47173

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GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund 594 MARINA FUND							
Dept 000							
594-000-930.000	01/23/19	GRAND RENTAL STATION	AAON UNIT NOT WORKING, HEATERS TO K:	1-561475	02/22/19	95.40	47174
594-000-930.000	02/19/19	PERSONAL PLUMBING INC	MARINA REPAIRS	190218-6	02/26/19	259.74	47219
594-000-930.001	01/31/19	THE PIONEER GROUP	1/1-1/31/19 CLASSIFIED ADS 4110016	01312019	02/20/19	79.30	47157
594-000-930.001	12/17/18	SPICER GROUP INC	RIVERWALK SEICHE REPAIR TASK075 120	194125	02/11/19	5,331.75	935
594-000-930.001	01/21/19	SPICER GROUP INC	RIVERWALK SEICHE REPAIR TASK075 120	194492	02/11/19	3,664.25	935
Total For Dept 000						10,762.86	
Total For Fund 594 MARINA FUND						10,762.86	
Fund 703 CURRENT TAX COLLECTION							
Dept 000							
703-000-215.000	02/11/19	DOWNTOWN DEVELOPMENT	2018 WINTER TAX DIST#4 1/16-1/31/19	18WINTAXDIST#4	02/15/19	3,724.18	47134
703-000-215.000	02/11/19	DOWNTOWN DEVELOPMENT	2018 SUMMER TAX DIST #13 1/16-1/31/	18SUMTAXDIST#13	02/15/19	1,610.54	47134
703-000-222.000	02/11/19	MANISTEE COUNTY TREASURER	2018 SUMMER TAX DIST #13 1/16-1/31/	18SUMTAXDIST#13	02/15/19	1,759.88	47147
703-000-222.000	02/11/19	MANISTEE COUNTY TREASURER	2018 WINTER TAX DIST#4 1/16-1/31/19	18WINTAXDIST#4	02/15/19	57,640.08	47147
703-000-222.010	02/11/19	MANISTEE COUNTY TREASURER	2018 SUMMER TAX DIST #13 1/16-1/31/	18SUMTAXDIST#13	02/15/19	3,293.33	47147
703-000-225.000	02/11/19	MANISTEE AREA PUBLIC SCHOOLS	2018 WINTER TAX DIST#4 1/16-1/31/19	18WINTAXDIST#4	02/15/19	211,928.73	47146
703-000-225.001	02/11/19	MANISTEE AREA PUBLIC SCHOOLS	2018 WINTER TAX DIST#4 1/16-1/31/19	18WINTAXDIST#4	02/15/19	42,967.29	47146
703-000-228.001	02/11/19	MANISTEE COUNTY TREASURER	2018 SUMMER TAX DIST #13 1/16-1/31/	18SUMTAXDIST#13	02/15/19	2,271.21	47147
703-000-234.000	02/11/19	MANISTEE INTERMEDIATE SCHOOL	2018 SUMMER TAX DIST#13 1/16-1/31/1	18SUMTAXDIST#13	02/15/19	870.49	47148
703-000-235.000	02/11/19	WEST SHORE COMMUNITY COLLEGE	2018 SUMMER TAX DIST#13 1/16-1/31/1	18SUMTAXDIST#13	02/15/19	989.18	47164
703-000-275.000	02/22/19	ZAISER PATRICIA J & JOHN A	2018 Win Tax Refund 51-654-706-05	02/22/2019	03/01/19	15.87	47229
Total For Dept 000						327,070.78	
Total For Fund 703 CURRENT TAX COLLECTION						327,070.78	

JOURNALIZED

PAID

GL Number	Invoice Date	Vendor	Invoice Desc.	Invoice	Due Date	Amount	check #
Fund Totals:							
			Fund 101 GENERAL FUND			129,172.69	
			Fund 202 MAJOR STREET FUND			32,678.29	
			Fund 203 LOCAL STREET FUND			8,619.00	
			Fund 226 CITY REFUSE FUND			32,015.59	
			Fund 275 GRANT MANAGEMENT FUND			40,756.00	
			Fund 501 BOAT LAUNCH FUND			451.85	
			Fund 592 WATER & SEWER UTILITY			141,783.65	
			Fund 594 MARINA FUND			10,762.86	
			Fund 703 CURRENT TAX COLLECTION			327,070.78	
			Total For All Funds:			<u>723,310.71</u>	



# Planning Commission: Staff Report

Tamara Buswinka, A.I.C.P.

Zoning Administrator

395 3<sup>rd</sup> St.

Manistee, MI 49660

231.398.3576

Zoningadministrator@manistee

countymi.gov

www.manisteemi.gov

FROM: Tamara Buswinka, A.I.C.P., City Zoning Administrator

DATE: March 11, 2019

RE: Olga Street Vacation Update

Dear City Council Members;

The City of Manistee Planning Commission, at their March 7, 2019 meeting, recommended that you approve the petition to vacate portions of Olga Street.

Enclosed you will find minutes from the January 3, 2019 Public Hearing and the March 7, 2019 Planning Commission meeting along with supporting documents.

Thank you, *Tamara Buswinka*

Tamara Buswinka, A.I.C.P.

Zoning Administrator: City of Manistee

**The petitioners are:**

- Gary Niesen 296 Tenth Street Manistee, MI 49660
- Donald Pachesny 305 Ninth Street Manistee, MI 49660
- Little River Band of Ottawa Indians 2608 Government Center Dr. Manistee, MI 49660

**The location of the request is:**

- The southern portion of Olga Street from midway block between Eighth Street and Ninth Street; and continuing to the remaining portion of the entire block of Olga Street between Ninth Street and Tenth Street.

**The action being requested is:**

- To vacate the southern portion of Olga Street from midway block between Eighth Street and Ninth Street; and continuing to the remaining portion of the entire block of Olga Street between Ninth Street and Tenth Street.

What follows is an informal record of the meetings and correspondence regarding the vacation of Olga Street since January 2018.

- **January 24, 2018** the City notified the Little River Band of Ottawa Indians that the parking lot they had under construction was on a portion of Olga Street.
- **February 15, 2018** Planning Commission placed on their agenda the issue of Olga Street and scheduled a public hearing. Notices for the public hearing were mailed. No motion was made.
- **October 1, 2018** the petitioners submitted another letter with a check requesting that the Planning Commission to take action to vacate portions of Olga Street.
- **November 2018:** Mr. Pachesny spoke at the Planning Commission meeting during Public Comment about the request to vacate Olga Street. At that time, the office file seemed to indicate that a public hearing had been held at the February 2018 Planning Commission meeting and therefore the remaining step was for the Planning Commission to make a recommendation to City Council. Mr. Pachesny was told that the Planning Commission would consider the request at the December meeting.
- **December 13, 2018:** In reviewing the application for completeness, Zoning Administration discovered that a public hearing was never held for the Olga Street vacation request and therefore the Planning Commission could not take action on the request until the public hearing was completed. Staff and the Planning Commission committed to holding a public hearing at the January meeting. Notices were sent out and publication produced for the paper.
- **January 3, 2019:** A public hearing was held on Thursday, January 3, 2019 at 7:00pm in accordance with the Open Meetings Act. At the meeting the Planning Commission pointed out that the application did not contain all the surveys of the property being considered. No survey has been submitted by Mr. Niesen for that portion of Olga Street abutting his property. Mr. Niesen has been notified that he needs to submit a survey, as per the request of the Planning Commission, for their review. Planning Commission closed the public hearing and postponed making a decision on the request until all the surveys were submitted and the applicants reached consensus on their application request. At the meeting, Mr. Pachesny pointed out his concern that he was going to be “land locked” from the rear of the property and therefore may no longer support the vacation request. Planning Commission and Staff recommended that Mr. Pachesny consider the option of obtaining an easement from the LRBOI to cross their portion of Olga Street in order to access his property or to evaluate whether 10<sup>th</sup> Street was an option for accessing property.
- **January 10, 2019:** Zoning Administration send a letter to all the applicants inviting them to meet with staff to go over their application and requested that they submit to the Planning Commission by January 30, 2019 the following:
  - All surveys of Olga Street; to date missing from the application is the survey of Mr. Niesen’s portion of Olga Street.
  - A letter, addressed from all the applicants, that informs the Planning Commission on their “detailed plan of agreement” reached that makes clear how the property will be distributed as requested in the motion made by the Planning Commission at the Jan. 2019 meeting.
  - The agreement or resolution of Mr. Pachesny’s concern regarding “land locking” the rear of his property.
- **January 15, 2019:** Staff met with Mr. Pachesny to discuss the Planning Commission motion and to seek solutions to his issue regarding “land locking” his property. Attached to this Update is an email from Jeff Mikula that clarifies that 10<sup>th</sup> Street does extent to US31. However, the surveys

do not show that Mr. Pachnesy's property directly abuts 10<sup>th</sup> Street therefore, it is still not clear how Mr. Pachesny could use 10<sup>th</sup> Street to access the rear of his property.

*Looking at GIS, it appears the Olga St ROW terminates at the south end into the Tenth St ROW and US31 ROW . Typically State Trunklines are fee owned strips. It appears the west 33 ft of Olga would connect to public ROW at the south end. I cannot speak to typography and this should all be verified by the survey they submitted.*

*Jeffrey W. Mikula  
Public Works Director  
City of Manistee*

Staff also had a phone conversation with Mr. Niesen to discuss the request. At that time Mr. Niesen felt that Commissioner's needed to visit the site to fully understand the request. Staff offered to connect Mark Wittlieff and Bob Slawinski with Mr. Niesen to assist him in extending his invitation to view the site(s). Mr. Niesen was notified that the Vacation Request application is missing the survey of that portion of Olga St. that abuts his property.

- **As of January 31, 2019:** No formal information regarding the Olga Street Vacation Request had been submitted by applicants to Zoning Administration for review and therefore the item was not on the February agenda other than this Update. On January 31, 2019, Mr. Niesen dropped off a survey for his property, which we were able to include in the February Planning Commission packet, no other information was submitted. While Mr. Niesen verbally told me that the LRBOI was writing a letter that updated the Planning Commission on an agreement between the applicants, to date no correspondence has been received by the City of Manistee Zoning Administration office.
- **February 6, 2019:** Mr. Niesen and Ms. Rollins on behalf of the LRBOI submitted a signed letter stating that they are in agreement over the terms of the vacation request. Staff communicated with MR. Pachesny and invited him to the Zoning Office to sign the letter; Mr. Pachesny signed the letter.
- **March 7, 2019:** The Planning Commission recommended to the City Council vacating the portions of Olga Street as requested in the application.
- **March 19, 2019:** City Council reviews the request.



Planning & Zoning, City Hall  
 70 Maple Street  
 Manistee, MI 49660  
 231.398.2805 (phone)  
 231.723.1546 (fax)

## Street or Alley Vacation Request Form

Please Print

Vacation of a Public Right-of-way Requirements			
<p><i>Requests must be received 30 days prior to the City of Manistee Planning Commission meeting to be placed on the agenda. Requests require a Public Hearing and Council Approval. Notice shall include publication in a newspaper, posting in City Hall, and notification by first class mail of all parties within 300 feet of the affected portion of street/alley. Applicants must furnish title work to show all easements.</i></p>			
Applicant Information			
Property Address: <u>310 Ninth Street</u>		Parcel # <u>51-672-701-07</u>	
Name of Owner #1: <u>Little River Band of Ottawa Indians</u>			
Mailing Address: <u>2108 Government Center Dr. Manistee, MI 49660</u>			
Phone #: <u>231-398-6819</u>	Cell#:	e-mail: <u>caitlinrollins@lrboi-mn.gov</u>	
Property Address: <u>296-10th St.</u>		Parcel # <u>51-672-706-09</u>	
Name of Owner #2: <u>GARY R. NIESEN</u>			
Mailing Address: <u>296-10th St.</u>			
Phone #:	Cell#: <u>231-655-9249</u>	e-mail:	
Property Address: <u>305-9th St.</u>		Parcel # <u>51-672-704-01</u>	
Name of Owner #3: <u>DONALD PACHESNY</u>			
Mailing Address: <u>305-9th St.</u>			
Phone #: <u>723-3616</u>	Cell#:	e-mail:	
Property Address: <u>vacant property</u>		Parcel # <u>51-672-706-03</u>	
Name of Owner #4: <u>Little River Band of Ottawa Indians</u>			
Mailing Address: <u>2108 Government Center Dr. Manistee, MI 49660</u>			
Phone #: <u>231-398-6819</u>	Cell#:	e-mail: <u>caitlinrollins@lrboi-mn.gov</u>	
Site Plan Requirements			
<p>The applicant is responsible to provide a survey showing the streets and street names and lot dimensions of all parcels involved in the vacation and legal descriptions of the proposed resulting parcels. The Planning Commission reserves the right to require additional information necessary to meet the requirements of the Zoning Ordinance.</p>			
Authorization			
<p>By signing the application the applicant is authorizing City Staff permission to make site inspections as necessary. The undersigned affirms that the information included in this application is correct.</p>			
Applicant #1 Signature: <u>Jany B Romanelli</u>		Date: <u>9-6-18</u>	
Applicant #2 Signature: <u>Gary R. Niesen</u>		Date: <u>7/23/18</u>	
Applicant #3 Signature: <u>Donald Pachensny</u>		Date: <u>7/23/18</u>	
Applicant #4 Signature: <u>Jany B Romanelli</u>		Date: <u>9-6-18</u>	
<input checked="" type="checkbox"/> Fee of \$750.00 and Site Plan for project attached (permit cannot be issued without site plan)			
Office Use Only			
Fee: <input type="checkbox"/> \$750.00		Receipt #	
Signature: _____		Date: _____	



**Gaá Čhíng Zifbi Daáwaa Aníshinaábek**  
**Little River Band of Ottawa Indians**  
2608 Government Center Drive  
Manistee, MI 49660

February 6, 2019

Tamara Buswinka, A.I.C.P.  
City of Manistee Zoning Administrator  
395 3<sup>rd</sup> Street  
Manistee, MI 49660

RE: Olga Street Vacation Request

Ms. Buswinka:

Please accept this letter as confirmation from all three applicants, Donald Pachesny, Gary Niesen, and the Little River Band of Ottawa Indians, to proceed with the Vacation Request of Olga Street, originally submitted on October 1, 2018, and in accordance with the attached City of Manistee Staff Report dated February 12, 2018. The applicants intend for the vacation request to apportion Olga Street as illustrated in Attachment A of the City of Manistee Staff Report—divided directly down the middle and then each portion to adjoin its adjacent property.

Sincerely,

Caitlin Rollins  
on behalf of the Little River Band of Ottawa Indians  
2608 Government Center Drive  
Manistee, MI 49660

Gary Niesen  
296 10<sup>th</sup> Street  
Manistee, MI 49660

Donald Pachesny  
305 9<sup>th</sup> Street  
Manistee, MI 49660



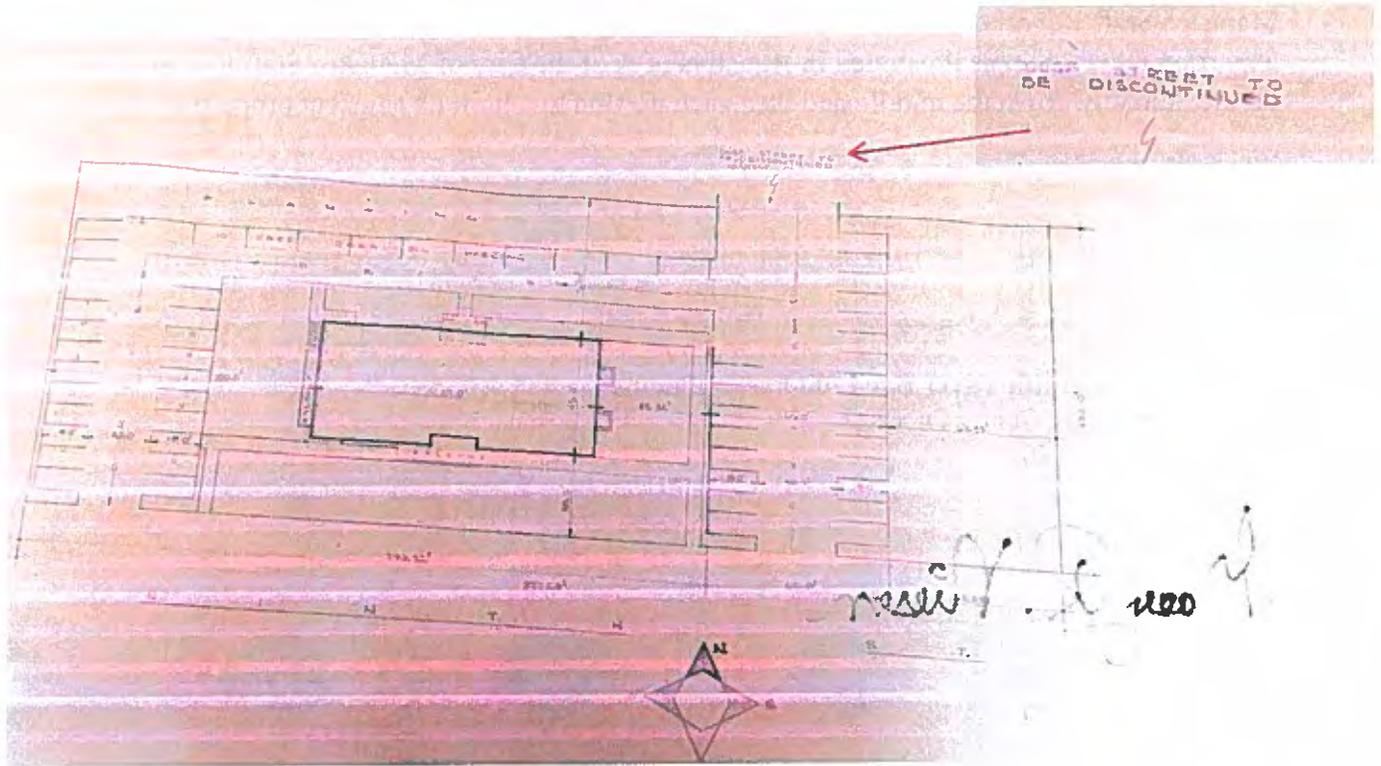
# Staff Report

FROM: Denise Blakeslee, Planning & Zoning Director  
DATE: February 12, 2018  
RE: 310 Ninth Street

Denise Blakeslee  
Planning & Zoning Director  
70 Maple Street  
Manistee, MI 49660  
231.398.2805  
dblakeslee@manisteemi.gov  
www.manisteemi.gov

On January 24, 2018 it was noted that a portion of the parking lot for the building at 310 Ninth Street was constructed across Olga Street. The property is owned by the Little River Band of Ottawa Indians (LRBOI). Tom St. Dennis, Attorney for the Little River Band of Ottawa Indians was informed of the issue by City Manager Thad Taylor.

While preparing for a meeting scheduled on February 15<sup>th</sup> I pulled out the building plans from when the building was constructed in 1960. The plans noted that "Olga Street to be discontinued".



Researching City Council meeting minutes on March 21, 1961 the minutes contained the following:

*"City Manager report that he would ask the City Attorney to take the proper steps to vacate Olga Street north of the Forest Clinic." Reference 8711 vacate Olga St.* City Clerk pulled voucher 8711 and there was nothing in the voucher folder.

The portion of Olga Street that the parking lot for 310 Ninth Street was constructed is **EAST** of the Forest Clinic.

# Attachment A



**Little River Band of  
Ottawa Indians**  
51-672-702-11

310 Ninth Street  
51-672-701-07  
Separate parcel east of  
Olga Street with parking

51-672-706-03  
Vacant Property south  
Side of Ninth Street  
East of 305 Ninth Street

**Donald Pachesny**  
51-672-704-01  
305 Ninth Street

**Gary Niesen**  
51-672-706-09  
296 Tenth Street



To follow up a call was placed to Logan Gorney at Lighthouse Title and asked if he would research his files relating to the Street Vacation issue. Mr. Gorney reviewed files at the register of deeds office and was unable to locate any documents that were recorded stating that that portion of Olga Street East of 310 Ninth Street had been vacated.

***The portion of Olga Street where the Parking Lot is located has not been vacated.***

With that determination, a Street Vacation request is needed to vacate that portion of Olga Street. A copy of the Street Vacation request will be provided to the Little River Band of Ottawa Indians. Once the Street Vacation is finalized the two parcels should be combined into one parcel since the parking is an ancillary use to the building and would not be allowed to be constructed under current zoning unless the parcels were combined. A copy of a Parcel Combination request will also be included in the packet.

---

***Vacant Lot East of 305 Ninth Street owned by the Little River Band of Ottawa Indians***

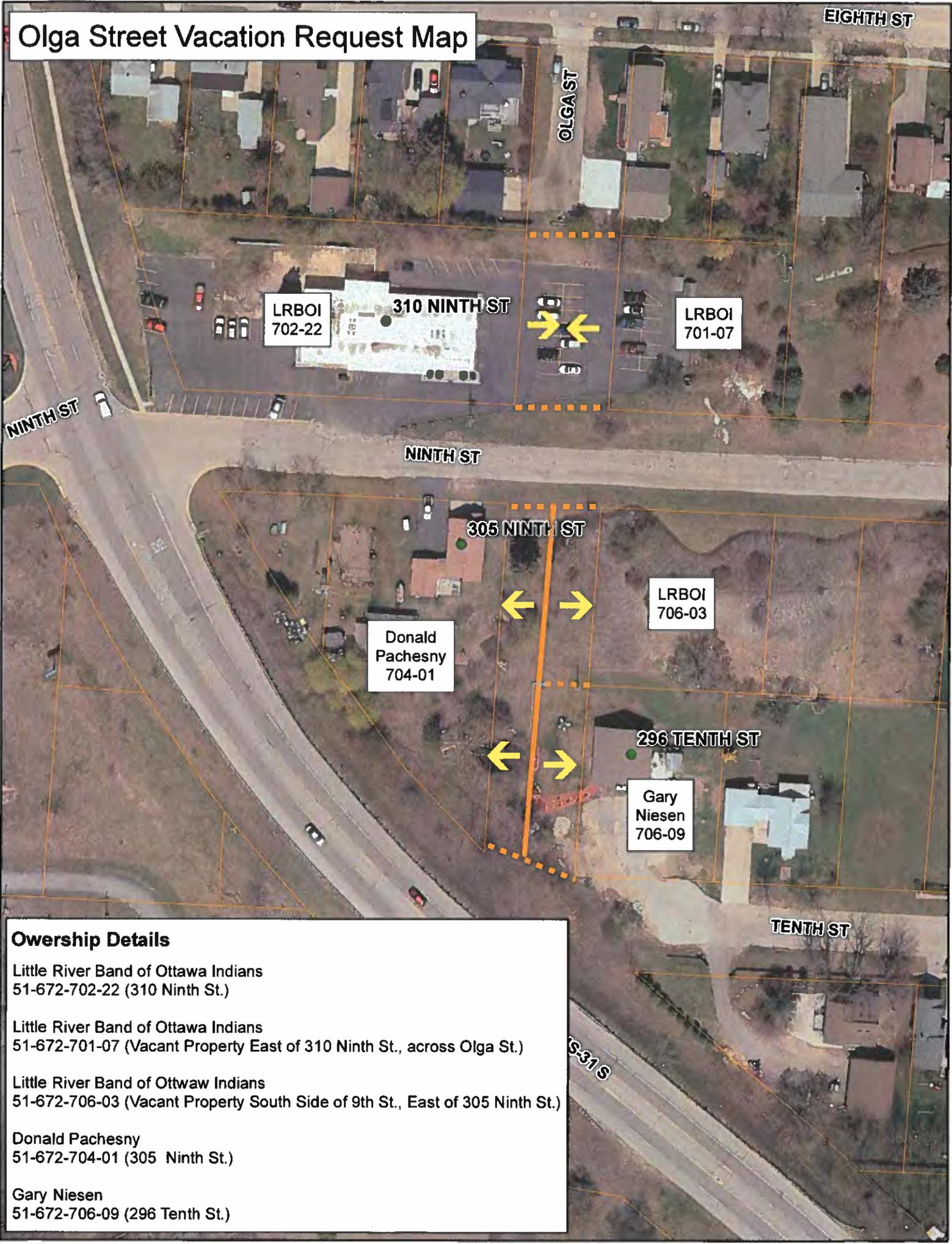
The property that the Little River Band of Ottawa Indians own on the south side of Ninth Street is adjacent to property owned by Gary Niesen to the South and Donald Pachesny to the West. Both Mr. Pachesny and Mr. Niesen has expressed an interest in vacating that portion of Olga Street.

If it were desirable, the request to vacate both the portion of Olga Street adjacent to 310 Ninth Street and the Section of Olga Street between Tenth Street and Ninth Street could be requested under one application.

Mr. Niesen had prepared a survey and request for the  $\frac{1}{4}$  portion of the street west of his property that could not be processed. The request to vacate a portion of a street must be signed by both adjoining property owners and a survey is required that provides legal descriptions for each parcel with the addition of the vacated street.

Mr. Pachesny would like to acquire the  $\frac{1}{2}$  of the street that is adjacent to the property owned by the LRBOI on the South side of Ninth Street. He was not as concerned about the portion adjacent to Mr. Niesen's property.

# Olga Street Vacation Request Map



## Owership Details

- Little River Band of Ottawa Indians  
51-672-702-22 (310 Ninth St.)
- Little River Band of Ottawa Indians  
51-672-701-07 (Vacant Property East of 310 Ninth St., across Olga St.)
- Little River Band of Ottawa Indians  
51-672-706-03 (Vacant Property South Side of 9th St., East of 305 Ninth St.)
- Donald Pachesny  
51-672-704-01 (305 Ninth St.)
- Gary Niesen  
51-672-706-09 (296 Tenth St.)

**CITY OF MANISTEE PLANNING COMMISSION**  
70 Maple Street  
Manistee, MI 49660

**MEETING MINUTES**  
January 3, 2019

A meeting of the Manistee City Planning Commission was held on Thursday, January 3, 2018 at 7 pm in the Council Chambers, City Hall, 70 Maple Street, Manistee, Michigan.

Meeting was called to order at 7:00 pm by Chair Wittlieff followed by the Pledge of Allegiance.

**ROLL CALL**

**Members Present:** Marlene McBride, Bob Slawinski, Michael Szymanski, Maureen Barry, Rochelle Thomas and Mark Wittlieff

**Members Absent:** Roger Yoder

**Others:** Tamara Buswinka, (City Zoning Administrator), Robert Carson (County Planning Director), Nancy Baker (Recording Secretary)

**APPROVAL OF AGENDA**

Motion by Michael Szymanski, seconded by Bob Slawinski that the agenda be approved as prepared.

With a Roll Call vote this motion passed 6 to 0.

Yes: Szymanski, Slawinski, Berry, McBride, Thomas and Wittlieff

No: None

**APPROVAL OF MINUTES**

Motion by Maureen Barry, seconded by Rochelle Thomas, that the minutes for the December 6, 2018 Planning Commission Meeting be approved as prepared.

With a Roll Call vote this motion passed 6 to 0.

Yes: Szymanski, Slawinski, Berry, McBride, Thomas and Wittlieff

No: None

**PUBLIC COMMENT ON AGENDA RELATED ITEMS**

Chair Wittlieff asked if anyone in attendance had any Public Comments on Agenda Related Items.

**Donald Pachesny, Homeowner of 305 Ninth Street.** Mr. Pachesny is not in total agreement of the survey division as he feels due to the constraints of topography he will not have access to the rear of his lot and the newly acquired land- in essence he feels that the rear of his lot will be "land locked". Mr. Pachesny stated that he uses Olga Street to enter into the rear of his lot.

**Gary Niesen, Homeowner of 296 9<sup>th</sup> Street.** Mr. Niesen inquired of which portion of Olga Street would he be entitled to?

**PUBLIC HEARING**

Chair Wittlieff asked if anyone in attendance had any comments relating to the Public Hearing.

**Lisette Reyes, Rising Tide Fellow.** Ms. Reyes introduced herself and stated that she will work on identifying the priority issues for the City of Manistee and asked for insight to assist in helping the community. She said the priorities that have been identified to date include economic development, housing, board development.

**Bob Brook, 352 Lakeshore Drive.** Mr. Brook is supportive of marijuana facilities but pointed out the concern that the plants dispense of an odor and therefore the City should consider provisions to require facilities have a well filtered air system in place to control the odor.

## **NEW BUSINESS**

### **Olga Street Vacating Request**

**Tamara Buswinka, City Zoning Administrator,** stated that there are three petitioners seeking the vacation of Olga Street: Little River Band of Ottawa Indians, Donald Pachesny, and Gary Niesen. As a result of the Public Hearing the Zoning office and Planning Commission have been informed that the three petitioners for the street vacation have now decided that they are not in full agreement with the petition as presented in the Street Vacation Application. The change in agreement changes the way the Planning Commission deliberates on this petition.

Buswinka pointed out that the Planning Commission can deliberate on the application evaluating it from a planning perspective. From a planning perspective, Planning Commission could consider that Olga Street no longer acts as a functioning street as evidence by the parking lot that was built on the road right-of-way property, the fences that have been built within the street right of way, and the trees and other brush that has been allowed to grow within the open space, nor does it appear that anyone utilizes the road as a thoroughfare.

Buswinka stated that the Planning Commission is providing City Council with only a recommendation and therefore, if the Planning Commission so chose, they could make a recommendation and move this request forward to City Council for their approval and staff will ensure that all surveys and legal descriptions will be included in their packet for Council and legal counsels review.

However, because the petitioners are not in agreement on who would assume ownership of different portions of the street, Buswinka recommends that the three original applicants meet to discuss their issues, come to an agreement, have the road properly and completely surveyed, and then present their application to the City. The Planning Commission could still make a recommendation that the street become vacated conditioned on the end result of the petitioners reaching an agreement regarding land ownership and providing a survey of the property.

**Bob Slawinski** requested legal property descriptions and a survey be included with the information. The petitioners may come up with an easement agreement that would allow Mr. Pachesny to cross his neighbor's private property and therefore achieve the type of access he has become accustomed to the rear of his property. Mr. Slawinski asked that the applicants meet to discuss these issues to develop a solution between themselves and present this agreement to the Planning Commission.

**Rob Carson, County Planner,** in order to vacate the street, the Planning Commission can recommend to the City Council how the road right-of-way should be divided between the property owners.

**Mick Szymanski** stated Olga Street should have been vacated when US 31 went through. This street has never been a usable street.

**Donald Pachesny, 305 Ninth Street,** is concerned if the street is sectioned off a certain way, he will be landlocked and will own only a section of hill and no flat piece of ground.

**Gary Niesen, 296 Tenth Street,** care must be taken if Olga Street is vacated and divided between the 3

adjacent landowners that their property still be in compliance. If the street is not vacated and is left as a street this may make his property a nonconforming lot.

**Chair Wittlieff** stated all pertinent information needs to be presented to the Planning Commission at the next meeting before making a decision and moving the matter forward to the City Council.

**MOTION** by Maureen Barry, seconded by Marlene McBride to table the vacating of Olga Street until the following information is presented at the next Planning Commission meeting: more detailed information of the legal descriptions, surveys of the properties, a more detailed plan of agreement between the landowners of who would be getting what portion of the right-of-way and can the city sell the land to the adjoining parcel owners.

With a Roll Call vote the motion passed 6 to 0.

Yes: Barry, Slawinski, McBride, Thomas, Szymanski and Wittlieff

No: None

#### **OLD BUSINESS**

None.

#### **MEMBERS DISCUSSION**

Chair Wittlieff stated those in attendance need to introduce themselves and the agenda be in the old format.

The next regular meeting of the Planning Commission will be held on Thursday, January 3, 2019.

#### **ADJOURNMENT**

Motion by Bob Slawinski, seconded by Rochelle Thomas that the meeting be adjourned. **MOTION PASSED UNANIMOUSLY.**

Meeting adjourned at 7:55 pm.

MANISTEE PLANNING COMMISSION



Nancy Baker, Recording Secretary



# CITY OF MANISTEE PLANNING COMMISSION

70 Maple Street  
Manistee, MI 49660

## MEETING MINUTES

March 7, 2019

A meeting of the Manistee City Planning Commission was held on Thursday, March 7, 2019 at 7pm in the Council Chambers, City Hall, 70 Maple Street, Manistee, Michigan.

### OLD BUSINESS

#### Olga Street Vacation Request

MOTION by Commissioner Szymanski, seconded by Commissioner Slawinski for recommendation to have City Council approve the Olga Street vacation.

With a Roll Call vote this motion passed 6 to 0.

Yes: Slawinski, Weiner, Yoder, Szymanski, McBride, Wittlieff  
No: None  
Abstained: None

MANISTEE PLANNING COMMISSION

  
Nancy Baker, Recording Secretary



- (R) - RECORDED
- (M) - MEASURED
- ⊙ - FOUND SURVEY CORNER
- - SET 1/2" x REBAR W/ CAP No. 47944



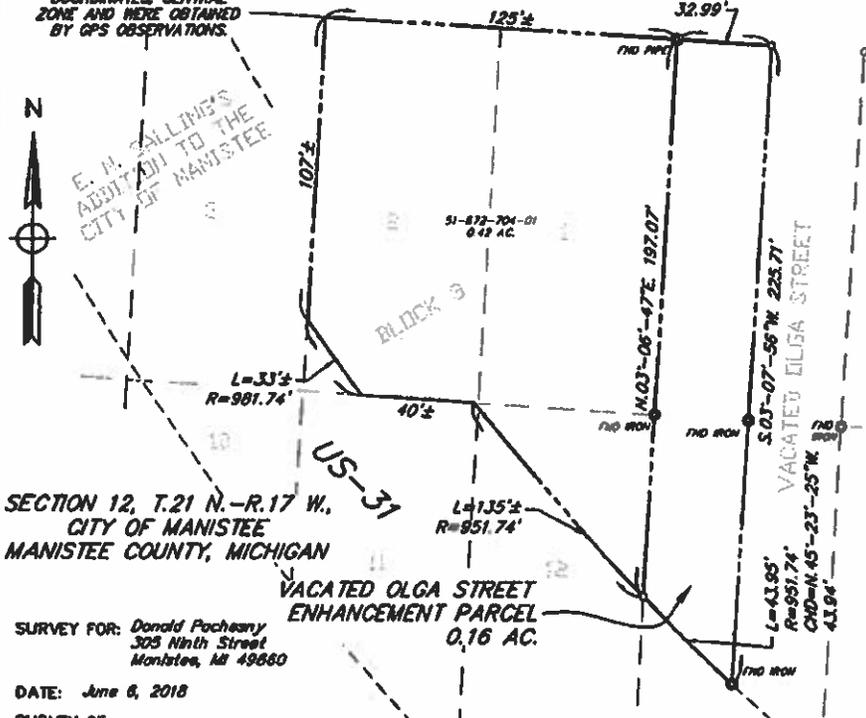
Spicer Group  
302 River Street  
Manistee, MI 49660  
TEL (231) 794-5620

SCALE: 1" = 40'

**9TH STREET**

DWG. NO.: JA-4878-02

NOTE: BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATES, CENTRAL ZONE AND WERE OBTAINED BY GPS OBSERVATIONS.



**SURVEY OF:**  
**VACATED OLGA STREET ENHANCEMENT PARCEL LEGAL DESCRIPTION:**  
 The West half of Olga Street adjacent to Lots 1 and 12, Block 3, E. N. Salling's Addition to the City of Manistee, as recorded in Manistee County Records, Section 12, T.21 N.-R.17 W., City of Manistee, Manistee County, Michigan, more particularly described as follows: Beginning of the Northeast Corner of said Lot 1, Block 3, E. N. Salling's Addition to the City of Manistee; thence S.88°-04'-01"E, 32.99 feet; thence S.03°-07'-56"W, 225.71 feet to the Northwestery right-of-way line of US-31; thence Northwestery on the arc of a 951.74 feet radius curve to the right, 43.95 feet, said curve having an long chord bearing and distance of N.45°-23'-25"W, 43.94 feet to the East line of Lot 12; thence N.03°-06'-47"E, on the East line of Lot 1 & 12, 197.07 feet to the point of beginning, containing 0.16 acres of land, more or less.

**COMBINED PARCEL 51-872-704-01 AND VACATED OLGA STREET ENHANCEMENT PARCEL LEGAL DESCRIPTION**  
 Lots 1, 2, 11 and 12, Block 3, E. N. Salling's Addition to the City of Manistee, as recorded in Manistee County Records, Section 12, T.21 N.-R.17 W., City of Manistee, Manistee County, Michigan, lying Northwestery of US-31, AND ALSO the West half of Olga Street adjacent to Lots 1 and 12, Block 3, E. N. Salling's Addition to the City of Manistee, as recorded in Manistee County Records, Section 12, T.21 N.-R.17 W., City of Manistee, Manistee County, Michigan, more particularly described as follows: Beginning of the Northeast Corner of said Lot 1, Block 3, E. N. Salling's Addition to the City of Manistee; thence S.88°-04'-01"E, 32.99 feet; thence S.03°-07'-56"W, 225.71 feet to the Northwestery right-of-way line of US-31; thence Northwestery on the arc of a 951.74 feet radius curve to the right, 43.95 feet, said curve having an long chord bearing and distance of N.45°-23'-25"W, 43.94 feet to the East line of Lot 12; thence N.03°-06'-47"E, on the East line of Lot 1 & 12, 197.07 feet to the point of beginning.

I hereby certify that I have surveyed the parcel of land hereon shown and described



By: Patrick G. Bentley Date: 6-13-18  
 Patrick G. Bentley  
 Professional Surveyor No. 47944

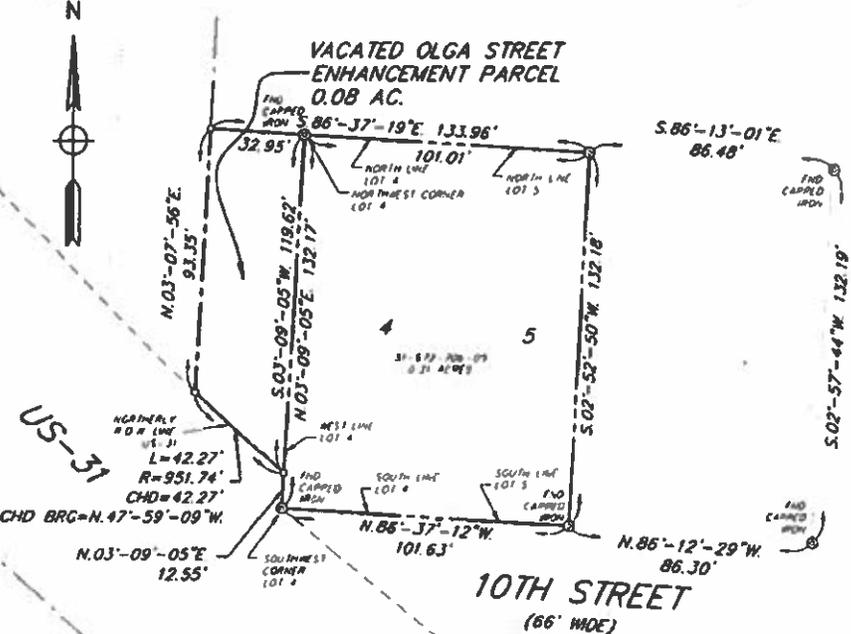
(R) - RECORDED  
 (M) - MEASURED  
 ● - FOUND SURVEY CORNER  
 ○ - SET 1/2" Ø REBAR W/ CAP No. 47944



Spicer Group  
 302 River Street  
 Manistee, MI 49860  
 TEL (231) 794-5620

SCALE: 1" = 40'

DWG. NO.: JA-4716



SURVEY FOR: Gary Niesen  
 296 Tenth Street  
 Manistee, MI 49860

DATE: May 31, 2017

SURVEY OF:

SECTION 12, T.21 N.-R.17 W.,  
 CITY OF MANISTEE  
 MANISTEE COUNTY, MICHIGAN

**VACATED OLGA STREET ENHANCEMENT PARCEL LEGAL DESCRIPTION:**

The East half of Olga Street lying North of US-31 and West of and adjacent to Lot 4, Block 4, E. N. Solling's Addition to the City of Manistee, as recorded in Manistee County Records, Section 12, T.21 N.-R.17 W., City of Manistee, Manistee County, Michigan, more particularly described as follows: Beginning at the Northwest Corner of Lot 4, Block 4, E. N. Solling's Addition to the City of Manistee; thence S.03°-09'-05"W, on said West line, 119.62 feet to a point on the Northerly right of way line of US-31 (so-called), said point being on a 951.74 foot radius curve to the right; thence Northeasterly on the arc of said curve, 42.27 feet, said arc being subtended by a chord bearing and distance of N.47°-59'-09"W, 42.27 feet; thence N.03°-07'-36"E, 93.35 feet; thence S.86°-37'-19"E, 32.95 feet to the point of beginning, containing 0.08 acres of land, more or less.

**COMBINED PARCEL 51-673-706-09 AND VACATED OLGA STREET ENHANCEMENT PARCEL LEGAL DESCRIPTION:**

Lot 4, Part of Lot 5 and part of Vacated Olga Street, Block 4, E. N. Solling's Addition to the City of Manistee, as recorded in Manistee County Records, Section 12, T.21 N.-R.17 W., City of Manistee, Manistee County, Michigan, more particularly described as follows: Beginning at the Northwest Corner of said Lot 4, thence S.86°-37'-19"E, on the North line of said Lots 4 and 5, 101.01 feet; thence S.02°-52'-50"W, 132.18 feet to a point on the South line of Lot 5; thence N.86°-37'-12"W, on the South line of said Lots 4 and 5, 101.63 feet to the Southwest Corner of said Lot 4, thence N.03°-09'-05"E, 12.55 feet to a point on the Northerly right of way line of US-31 (so-called), said point being on a 951.74 foot radius curve to the right; thence Northeasterly on the arc of said curve, 42.27 feet, said arc being subtended by a chord bearing and distance of N.47°-59'-09"W, 42.27 feet; thence N.03°-07'-36"E, 93.35 feet; thence S.86°-37'-19"E, 32.95 feet to the point of beginning, containing 0.39 acres of land, more or less.

I hereby certify that I have surveyed the parcel of land hereon shown and described



By Patrick C. Bentley Date 6-6-17  
 Patrick C. Bentley  
 Professional Surveyor No. 47944

DRAWN BY: MKU  
 CHECKED BY: PCB

PLOT DATE: 05-31-17  
 SHEET 1 OF 1

JOB#: 124735SG2017  
 DWG#: JA-4716

(R) - RECORDED  
 (M) - MEASURED  
 ● - FOUND SURVEY CORNER  
 ○ - SET 1/2" Ø REBAR W/ CAP No. 47944



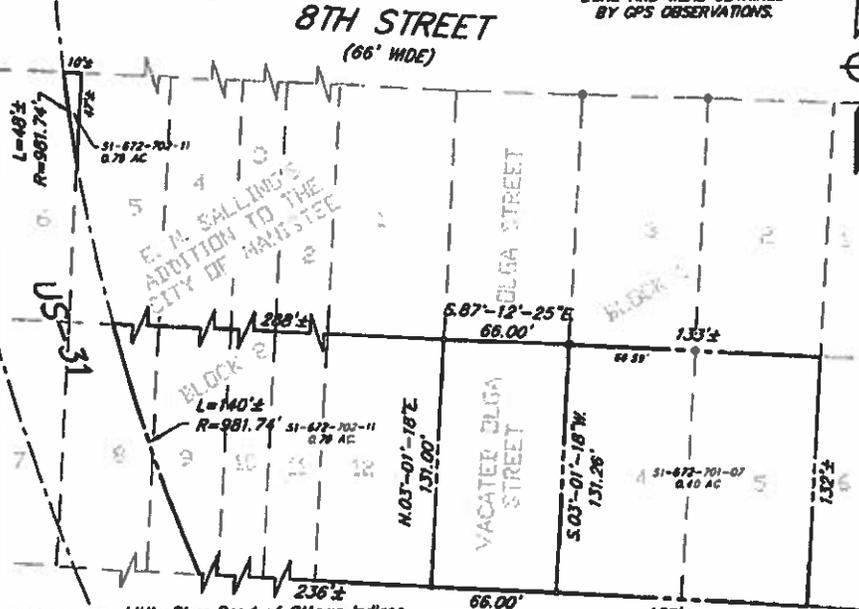
Spicer Group  
 302 River Street  
 Manistee, MI 49860  
 TEL (231) 794-5620

SCALE: 1" = 40'

DWG. NO.: JA-4878-03

SECTION 12, T.21 N.-R.17 W.,  
 CITY OF MANISTEE  
 MANISTEE COUNTY, MICHIGAN

NOTE: BEARINGS ARE BASED  
 ON MICHIGAN STATE PLANE  
 COORDINATES, CENTRAL  
 ZONE AND WERE OBTAINED  
 BY GPS OBSERVATIONS.



SURVEY FOR: Little River Band of Ottawa Indians  
 2600 Government Center Dr.  
 Manistee, MI 49860

DATE: June 6, 2018

SURVEY OF:

**VACATED OLGA STREET ENHANCEMENT PARCEL LEGAL DESCRIPTION:**

That part of Olga Street adjacent to Lot 4, Block 1 AND Lot 12, Block 2, E. N. Salling's Addition to the City of Manistee, as recorded in Manistee County Records, Section 12, T.21 N.-R.17 W., City of Manistee, Manistee County, Michigan, more particularly described as follows: Beginning at the Northwest Corner of said Lot 4, Block 1, E. N. Salling's Addition to the City of Manistee; thence S.03-01-18"W, on the West line of said Lot 4, 131.28 feet to the Southwest Corner of said Lot 4; thence N.85-58-42"W, 66.00 feet to the Southeast Corner of said Lot 12, Block 2; thence N.03-01-18"E, on the East line of said Lot 12, 131.00 feet to the Northeast Corner of said Lot 12; thence S.87-12-25"E, 66.00 feet to the point of beginning, containing 0.20 acres of land, more or less.

**COMBINED PARCEL 51-672-701-07, 51-672-702-11 AND VACATED OLGA STREET ENHANCEMENT PARCEL LEGAL DESCRIPTION:**

Lots 4 and 5, Block 1, AND ALSO Lots 8 and 9, Block 2, being Northeastery of US-31 and Lots 8, 10 11 and 12 of Block 2, E. N. Salling's Addition to the City of Manistee, as recorded in Manistee County Records, Section 12, T.21 N.-R.17 W., City of Manistee, Manistee County, Michigan, AND ALSO That part of Olga Street adjacent to Lot 4, Block 1 AND Lot 12, Block 2, E. N. Salling's Addition to the City of Manistee, as recorded in Manistee County Records, Section 12, T.21 N.-R.17 W., City of Manistee, Manistee County, Michigan, more particularly described as follows: Beginning at the Northwest Corner of said Lot 4, Block 1, E. N. Salling's Addition to the City of Manistee; thence S.03-01-18"W, on the West line of said Lot 4, 131.28 feet to the Southwest Corner of said Lot 4; thence N.85-58-42"W, 66.00 feet to the Southeast Corner of said Lot 12, Block 2; thence N.03-01-18"E, on the East line of said Lot 12, 131.00 feet to the Northeast Corner of said Lot 12; thence S.87-12-25"E, 66.00 feet to the point of beginning, containing 0.20 acres of land, more or less.

I hereby certify that I have surveyed the parcel of land hereon shown and described.



By: Patrick G. Bentley Date 6-13-18  
 Patrick G. Bentley  
 Professional Surveyor No. 47944

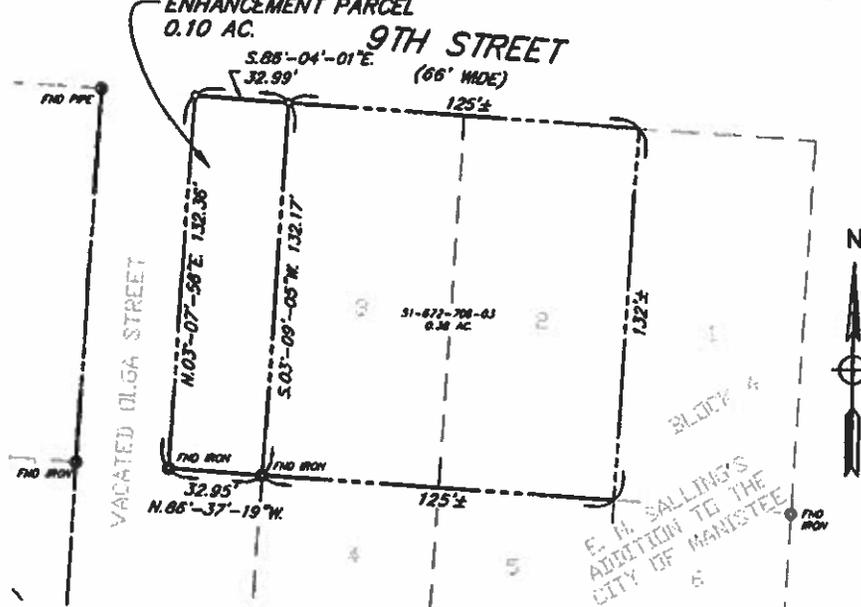
DRAWN BY: MLV  
 CHECKED BY: PGB  
 PLOT DATE: 06-06-18  
 SHEET 3 OF 3  
 JOB# 126036SC2018  
 DWG# JA-4878-03

(R) --RECORDED  
 (M) --MEASURED  
 ● --FOUND SURVEY CORNER  
 ○ --SET 1/2" Ø REBAR W/ CAP No. 47944



Spicer Group  
 302 River Street  
 Manistee, MI 49660  
 TEL (231) 794-5620

SCALE: 1" = 40' **VACATED OLGA STREET ENHANCEMENT PARCEL 0.10 AC.** **9TH STREET (66' WIDE)** DWG. NO.: JA-4878-01



NOTE: BEARINGS ARE BASED ON MICHIGAN STATE PLANE COORDINATES, CENTRAL ZONE AND WERE OBTAINED BY GPS OBSERVATIONS.

SURVEY FOR: Little River Band of Ottawa Indians  
 2508 Government Center Dr.  
 Manistee, MI 49660

DATE: June 6, 2018

SURVEY OF:

SECTION 12, T.21 N.-R.17 W.,  
 CITY OF MANISTEE  
 MANISTEE COUNTY, MICHIGAN

**VACATED OLGA STREET ENHANCEMENT PARCEL LEGAL DESCRIPTION:**

The East half of Olga Street adjacent to Lot 3, Block 4, E. N. Salling's Addition to the City of Manistee, as recorded in Manistee County Records, Section 12, T.21 N.-R.17 W., City of Manistee, Manistee County, Michigan, more particularly described as follows: Beginning at the Northwest Corner of said Lot 3, Block 4, E. N. Salling's Addition to the City of Manistee; thence S.03°-09'-05"W, on the West line of said Lot 3, 132.17 feet to the Southwest Corner of said Lot 3; thence N.86°-37'-19"W, 32.95 feet; thence N.03°-07'-56"E, 132.36 feet; thence S.88°-04'-01"E, 32.99 feet to the point of beginning, containing 0.10 acres of land, more or less.

**COMBINED PARCEL 51-872-706-03 AND VACATED OLGA STREET ENHANCEMENT PARCEL LEGAL DESCRIPTION**  
 Lots 2 and 3, Block 4, N. Salling's Addition to the City of Manistee, as recorded in Manistee County Records, Section 12, T.21 N.-R.17 W., City of Manistee, Manistee County, Michigan, AND ALSO The East half of Olga Street adjacent to Lot 3, Block 4, E. N. Salling's Addition to the City of Manistee, as recorded in Manistee County Records, Section 12, T.21 N.-R.17 W., City of Manistee, Manistee County, Michigan, more particularly described as follows: Beginning at the Northwest Corner of said Lot 3, Block 4, E. N. Salling's Addition to the City of Manistee; thence S.03°-09'-05"W, on the West line of said Lot 3, 132.17 feet to the Southwest Corner of said Lot 3; thence N.86°-37'-19"W, 32.95 feet; thence N.03°-07'-56"E, 132.36 feet; thence S.88°-04'-01"E, 32.99 feet to the point of beginning.



I hereby certify that I have surveyed the parcel of land hereon shown and described.

By: Patrick G Bentley Date: 6-13-18  
 Patrick G Bentley  
 Professional Surveyor No. 47944

DRAWN BY: JLU  
 CHECKED BY: PCB

PLOT DATE: 06-06-18  
 SHEET 1 OF 3

JOB#: 126038562018  
 DWG#: JA-4878-01

MEMO TO: Mayor Roger Zielinski  
Members of City Council

FROM: Thad N. Taylor, City Manager 

DATE: March 12, 2019

SUBJECT: Charter Communications Franchise Renewal



**City Manager's Office**  
**231-398-2801**

---

Charter Communications is requesting a ten-year renewal of its local franchise agreement with the City. The current agreement stipulates a franchise fee of 5% of gross revenues and a per month Public, Education, and Government (PEG) fee of \$0.22 per cable subscriber. With the current agreement the City receives over \$116,000 annually from the franchise fee and almost \$5,200 annually from the PEG fee.

The proposed ten-year renewal agreement stipulates a continuation of the 5% franchise fee, maximum allowed by statute, and continuing the PEG fee at \$0.22. I spoke with Barry Lind, Chair, PEG Commission regarding a change to the PEG fee. He stated that an increase was not needed.

It is my recommendation that Council authorize the Mayor and City Clerk to sign the proposed ten-year Charter Communication local franchise agreement renewal as presented. The City Attorney reviewed and approved the renewal agreement.

TNT:cl



February 11, 2019

**VIA Federal Express / Signature Required**

Mr. Thad Taylor, City Manager  
City of Manistee  
70 Maple Street  
Manistee, MI 49660  
(231) 723-2558

Dear City Manager Taylor:

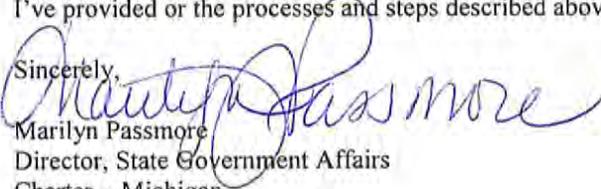
As you may know, the Michigan legislature passed Public Act 480, known as the Uniform Video Services Franchise Act ("the Act"), which became effective January 1, 2007. The Michigan Public Service Commission provided the Uniform Video Service Local Franchise Agreement ("Agreement") for use by cable operators and municipalities shortly thereafter. Charter is hereby filing for a cable television franchise **renewal** under the terms and conditions of the uniform Agreement established by the state of Michigan. Therefore, I'd like to direct your attention to the enclosed Agreement.

- **Franchise Fees:** As you review the Agreement, please note the franchise fee section. On page four of the Agreement, the directions stipulate that the municipality must indicate the franchise fee percentage they wish Charter to collect from customers for the term of the Agreement (from 0 to 5%). **The current franchise fee in your community is 5%.** Therefore, if your community chooses to elect a franchise fee to be collected from customers and paid to your community, as allowed by the Act, please write the franchise fee percentage (%) in the blank on page four, paragraph VI.
- **Public Education Government (PEG) Fees:** Your community currently produces PEG programming for insertion on Charter's cable network and Charter currently collects PEG fee from Charter cable customers in support the operations of the City's PEG channels. The current PEG fee is \$.42/per subscriber per month. If your community chooses to elect a PEG fee to be collected from customers and paid to your community, as allowed for in the Act, please write the city's proposed PEG fee in the blank on page six, section VIII, sub section A.

I have enclosed **two originals** of the **Agreement** and both have been signed by an authorized Charter representative. Please **complete and sign both documents** and **return one fully executed (signed & dated) original to me** using the enclosed self-addressed envelope. Be sure that you keep one signed/dated original for your records.

Charter Communications is proud to provide our products and services in your community and we are committed to providing the highest level of customer service to our customers. Should you have any questions on the materials I've provided or the processes and steps described above, please call me at (616) 607-2377.

Sincerely,

  
Marilyn Passmore  
Director, State Government Affairs  
Charter ~ Michigan

Enclosures

## INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

### **The forms shall meet the following requirements:**

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "Attachment 2 - Uniform Video Service Local Franchise Agreement" is not required to be filed at this time *unless* it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement. (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.
  1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]  
[CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
  3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.
- Responses to all questions must be provided and must be amended appropriately when changes occur.
  - All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
  - The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
  - For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
  - The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
  - A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
  - For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.
  - For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission  
Attn: Video Franchising  
P.O. Box 30221  
Lansing, MI 48909

Fax: (517) 284-8200

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 284-8190.

## UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between the City of Manistee, a Michigan municipal corporation (the "Franchising Entity"), and Spectrum Mid-America, LLC, a Delaware Limited Liability corporation doing business as n/a.

### I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

## II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
  - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

## III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
  - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
  - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
  - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
  - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
  - iv. Natural disasters
  - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

#### **IV. Responsibility of the Franchising Entity**

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
  - ii. Access to a building owned by a governmental entity.
  - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has

paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

## V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by (a) the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or (b) the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

## VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
  - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
  - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of 5 % (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
  - 1. **Gross revenues shall include all of the following:**
    - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
    - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
    - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
    - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
    - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
    - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
  - 2. **Gross revenues do not include any of the following:**
    - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
    - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.

- iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services, capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
  - iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
  - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
  - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
  - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
  - viii. Sales of capital assets or surplus equipment.
  - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
  - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

## **VII. Public, Education, and Government (PEG) Channels**

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the

particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

### VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
  - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount \$0.22) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
  - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is \_\_\_\_\_% of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
  - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is \_\_\_\_\_% of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
  - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

### IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

## **X. Termination and Modification**

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XI. Transferability**

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

## **XII. Change of Information**

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

## **XIII. Confidentiality**

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and MUST BE KEPT CONFIDENTIAL.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:  
    "[insert PROVIDER'S NAME]  
    [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

## **XIV. Complaints/Customer Service**

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(I) in the Act**.

**XV. Notices**

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

*If to the Franchising Entity:*  
(must provide street address)

*If to the Provider:*  
(must provide street address)

**City of Manistee:**

City of Manistee
70 Maple Street
Manistee, MI 49660
Attn: City Manager or Clerk
Fax No.:

Charter Communications
12405 Powerscourt Drive
St. Louis, MO 63131
Attn: Legal Department
Fax No.: 314-965-6640

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

**XVI. Miscellaneous**

- A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

**City of Manistee, a Michigan Municipal Corporation**

By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Title \_\_\_\_\_  
Address \_\_\_\_\_  
70 Maple Street  
City, State, Zip \_\_\_\_\_  
Manistee, MI 49660  
Phone \_\_\_\_\_  
231-723-2558  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

**Spectrum Mid-America, LLC, a Delaware Limited Liability corporation doing business as n/a**

  
By \_\_\_\_\_  
Print Name \_\_\_\_\_  
Paul D. Abbott  
Title \_\_\_\_\_  
Vice President, Local Government Affairs  
Address \_\_\_\_\_  
12405 Powerscourt Drive  
City, State, Zip \_\_\_\_\_  
St. Louis, MO 6313  
Phone \_\_\_\_\_  
774-243-9738  
Fax \_\_\_\_\_  
Email \_\_\_\_\_

**FRANCHISE AGREEMENT** *(Franchising Entity to Complete)*

Date submitted:
Date completed and approved:

## ATTACHMENT 1

### UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480)

(Form must be typed)

Date: 02-6-19		
Applicant's Name: Spectrum Mid-America, LLC,		
Address 1: 12405 Powerscourt Drive		
Address 2:		Phone: 314-965-0555
City: St. Louis	State: Missouri	Zip: 63131
Federal I.D. No. (FEIN): 45-4593320		

**Company executive officers:**

Name(s): Thomas M. Rutledge
Title(s): President and Chief Executive Officer

**Person(s) authorized to represent the company before the Franchising Entity and the Commission:**

Name: Marilyn Passmore		
Title: Director, Government Affairs		
Address: 4670 E. Fulton, #102, Ada, MI 49301		
Phone: 616-607-2377	Fax: 616-975-1107	Email: marilyn.passmore@charter.com

**Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)**

<p>As an incumbent video provider, the Provider is satisfying this requirement by allowing the Franchising Entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise from the Franchising Entity entered before the effective date of this Act.”</p> <p>The area provided for service is in the City of Manistee, MI. Upon request, the Provider shall provide a route map showing the location of the Cable System within the municipality, to the Franchising Entity.</p>
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[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date: N/A

**For All Applications:**

**Verification  
(Provider)**

I, Paul D. Abbott, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Paul D. Abbott, Vice President, Local Government Affairs	
Signature: 	Date: 2/5/2019

(Franchising Entity)

City of Manistee, a Michigan municipal corporation

By \_\_\_\_\_

Print Name \_\_\_\_\_

Title \_\_\_\_\_

Address \_\_\_\_\_  
70 Maple Street

City, State, Zip \_\_\_\_\_  
Manistee, MI 49660

Phone \_\_\_\_\_  
231-723-2558

Fax \_\_\_\_\_

Email \_\_\_\_\_

Date \_\_\_\_\_

MEMO TO: Thad Taylor, City Manager  
FROM: Jeffrey W. Mikula, Public Works Director  
DATE: March 12, 2019  
SUBJECT: Blossom Boulevard



Public Works  
231-723-7132



Blossom Boulevard has been a part of the community for decades. Several years ago the committee resigned, closed their checking account and transferred the remaining funds to the Manistee Community Foundation in hopes that a new committee would form to run the annual program.

Earlier this year a group of volunteers stepped up to reestablish Blossom Boulevard. Research has indicated Blossom Boulevard was a registered Michigan Corporation. The Corporation will need to be reestablished in order to properly operate. The goal of the committee is to reinstate the Corporation in 2019. Until that can occur, they are asking the City of Manistee to act as a fiduciary to access current funds and new donations from the Manistee Community Foundation. The City's role would be to pay vendors for expenses such as flowers, watering, fertilizer, etc. and then request reimbursement from the Manistee Community Foundation.

There are no expected funding requests from the City. The Public Works Department will assist with functions such as topsoil placement, traffic control, composting and watering similar to how it has functioned in previous years.

MEMO TO: Thad Taylor, City Manager  
FROM: Jeffrey W. Mikula, Public Works Director  
DATE: March 12, 2019 *JWM*  
SUBJECT: MDOT Category B Grant Application



**Public Works**  
**231-723-7132**



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Last month the Michigan Department of Transportation notified the City that a new Grant Program had been created to assist with paving streets for communities with populations less than 10,000. This new Category B Grant allows requests up to \$250,000 and requires a 50/50 match.

Preference will be given to applications for the following:

Projects which utilize the funds for local streets.

Projects which can be constructed in 2019.

Projects which have other infrastructure improvements such as utility upgrades.

Rising Tide communities.

Originally we planned upgrades on the Northside and expanded the project utilizing Rural Development Loan 1 funds and \$200,000 allocated to local street reconstruction from the Oil and Gas Fund.

We plan to construct the original project with RD1 proceeds and create a new project in close proximity utilizing the \$200,000 from the Oil and Gas Fund, \$50,000 from the street funds and \$250,000 Category B Grant to upgrade sections of Hastings, 3<sup>rd</sup> Avenue and Fremont with associated storm sewer improvements. If the grant is received, construction would occur in 2019.

**CITY OF MANISTEE**  
**2019 TEDF CATEGORY B RESOLUTION**

A RESOLUTION TO ESTABLISH A REQUEST FOR FUNDING, DESIGNATE AN AGENT, ATTEST TO THE EXISTENCE OF FUNDS AND COMMIT TO IMPLEMENTING A MAINTENANCE PROGRAM FOR ROAD RECONSTRUCTION, ROAD REHABILITATION AND ASSOCIATED UTILITY WORK FUNDED BY THE TRANSPORTATION ECONOMIC DEVELOPMENT FUND CATEGORY B PROGRAM.

**WHEREAS**, the City of Manistee is applying for UP TO \$250,000.00 in funding through MDOT from the Transportation Economic Development Category B Program to construct road improvements with storm sewer, Hastings Street, Third Avenue, and Fremont.

**WHEREAS**, MDOT requires a formal commitment from the public agency that will be receiving these funds and will be implementing and maintaining these infrastructure projects.

**NOW, THEREFORE, BE IT RESOLVED**, that the City has authorized Jeffrey W. Mikula, Public works Director to act as agent on behalf of the City to request Transportation Economic Development Fund Category B Program funding, to act as the applicant's agent during the project development, and to sign a project agreement upon receipt of a funding award.

**BE IT FURTHER RESOLVED**, that the City attests to the existence of, and commits to, providing at least half of the construction costs as required, toward the construction costs of the project(s), and all costs for design, permit fees, administration costs, and cost overruns.

**BE IT FURTHER RESOLVED**, that the City commits to owning operating, funding and implementing a maintenance program over the design life of the facilities constructed with Transportation Economic Development Fund Category B Program funding.

**FURTHER SAYETH NOT THIS RESOLUTION.**

YEAS:

NAYS:

RESOLUTION DECLARED ADOPTED.

The foregoing resolution was certified at a regular meeting of the City Council of the City of Manistee held on March 19, 2019.

\_\_\_\_\_  
Mayor Roger Zielinski

\_\_\_\_\_  
Dated

Attest:

\_\_\_\_\_  
Heather Pefley, City Clerk

\_\_\_\_\_  
Dated



MEMO TO: Thad Taylor, City Manager  
 FROM: Jeffrey W. Mikula, Public Works Director  
 DATE: March 12, 2019  
 SUBJECT: MDOT Category B Grant Application



Last month the Michigan Department of Transportation notified the City that a new Grant Program had been created to assist with paving streets for communities with populations less than 10,000. This new Category B Grant allows requests up to \$250,000 and requires a 50/50 match.

Preference will be given to applications for the following:

- Projects which utilize the funds for local streets.
- Projects which have other infrastructure improvements such as utility upgrades.
- Rising Tide communities.

We have identified street improvements in 2020 which are included in the current Transportation Improvement Plan. We plan to utilize these planned projects on 7<sup>th</sup>, Lincoln, and High Streets and add additional street segments exceeding \$250,000. These segments include a section of Kosciusko, 14<sup>th</sup> Street and Maywood Avenue. If the grant is received, construction would occur in 2019.



MEMO TO: Mayor Roger Zielinski  
Members of City Council

FROM: Thad N. Taylor, City Manager *TNT*

DATE: March 12, 2019

SUBJECT: Manistee Area Chamber of Commerce  
Economic Development Agreement



**City Manager's Office  
231-398-2801**

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At the February 5, 2019 City Council meeting the Chamber of Commerce provided an update on their economic development initiative. They have public and private financial support for their economic development efforts and offered their services to the City. After discussion, Council voted unanimously to support the Chamber's efforts for three years with funding of \$20,000 annually.

Staff and the City Attorney were directed to develop an agreement for consideration at a future Council meeting. To that end, attached is a draft agreement for Council's consideration and action. I reviewed the draft agreement with Stacie Bytwork, President of the Manistee Area Chamber of Commerce. She approves of the draft agreement.

Highlights of the agreement are:

1. Three-year term with an effective date of July 1, 2019.
2. Payments of \$20,000 annually.
3. The ability of either party to terminate the agreement with a 90-day written notice.
4. Scope of services to include:
  - a.) Chamber to serve as City's initial point for economic development.
  - b.) Chamber to build relationships with state and regional economic development entities.
  - c.) Business retention/expansion visits, at least four visits per month.
  - d.) Outreach and follow-up with developers to market various sites in the City.
  - e.) Other such services as necessary.

I believe the draft agreement reflects economic development services that are realistic, achievable, and that will be of benefit to the community. It is my recommendation that Council approve the agreement.

TNT:cl

## AGREEMENT

**This Agreement** is made with an effective date of July 1, 2019, by and between the **Manistee Area Chamber of Commerce**, a Michigan nonprofit corporation, (hereinafter “Contractor”) of 11 Cypress Street, Manistee, Michigan and the **City of Manistee**, a Michigan municipal corporation (hereinafter “City”) of 70 Maple Street, Manistee, Michigan;

**WHEREAS**, the City desires to contract for certain economic development services and the Contractor desires to provide the services to City; and

**WHEREAS**, the City and the Contractor desire to specify and define the scope of work to be completed, reporting requirements, and the compensation to be paid by City to the Contractor for the services to be rendered;

**NOW, THEREFORE**, for the mutual promises and considerations contained herein, the City and Contractor agree as follows:

1. **Scope of Services.**
  - a. **Economic Development Activities.** The Contractor is being retained to perform services related to economic development within the City of Manistee. Those services will include, but not be limited to:
    - i. Serving as the City’s first point of economic development;
    - ii. Building mutually beneficial relationships with state and regional entities engaged in economic development;
    - iii. Establish Business Retention and Expansion Visitation Program, performing at least four retention visits per month;
    - iv. Outreach to, and follow-up with, developers to market Redevelopment Ready sites and other sites as identified by the City; and
    - v. Such services that the parties agree may be appropriate to expand the City’s job base and improve the City’s tax base.
  - b. **Reporting.** The Contractor shall report on its activities to the City Manager on a monthly basis. Contractor shall report to the Manistee City Council on the progress and completion of each activity on a quarterly basis.
  - c. **City Services.** Compensation paid by the City is for the performance of services benefiting the City. In reporting on its

performance under this Agreement, Contractor shall verify that its expenditure of wages and office expenses directly related to services performed for the City under this Agreement is equal to or exceeds the compensation paid by City to Contractor.

2. **Price and Terms.** The Contractor agrees to furnish the economic development services as outlined in this Agreement for a period of three (3) years, beginning on July 1, 2019 and ending on June 30, 2022 in accordance with the specifications as outlined in this Agreement. Compensation shall be paid by City to Contractor on a quarterly basis, in advance. Annual compensation during the term of the Agreement shall be Twenty Thousand (\$20,000) Dollars.

3. **Modifications.** No alteration, variation, modification or waiver of the provisions of this Agreement shall be valid unless it has been reduced to writing signed by an authorized representative of both the City and the Contractor.

4. **Independent Contractor Status.** In performing its obligations hereunder, Contractor shall be deemed and shall act as an independent contractor and not an agent or employee of the City. Contractor shall have exclusive authority to manage, direct, and control its employees. Contractor shall have no authority to bind the City in any way and shall not purport to exercise any such authority. Contractor shall be exclusively and solely responsible for any and all state and federal wage, withholding, and other employment taxes related to persons performing services for the Contractor and will hold the City harmless and indemnify the City therefrom.

5. **Subcontractors; Assignments.** Contractor shall not assign this Agreement in whole or in part or enter into any subcontract without the prior written consent of the City.

6. **Cost Included.** The Contract Price set forth above shall also include any and all other costs, whether direct or indirect, associated with the work to be performed, unless otherwise authorized in writing by the City.

7. **Applicable Law, Jurisdiction and Waiver of Jury Trial.** This Agreement shall be construed and interpreted in accordance with the laws of the State of Michigan and any dispute over the terms or interpretation of this Agreement shall be subject to the jurisdiction of the Courts for the County of Manistee. Further, Contractor and the City each acknowledge that they may have a right to trial by jury of any dispute concerning this Agreement, but that such right to jury trial may be waived. Each Party, after consulting with, or having the opportunity to consult with, counsel of their respective choice, knowingly and voluntarily WAIVE ANY RIGHT TO TRIAL BY JURY.

8. **Entire Agreement.** This Agreement expressly includes all of the understandings, discussions, and negotiations of the Parties. There are no other agreements, express or implied, unless specifically incorporated into this written contract. In conformance with Paragraph 3 hereof, this Agreement may be modified or changed only by a written, signed agreement of the Parties.

9. **Termination.** Either party may terminate this Agreement, with or without cause, by providing ninety (90) days written notice to the other party. The effective date of termination shall be at the end of ninety (90) days from the date of the notice. Should this Agreement be terminated by City it shall be responsible for the prorata portion of Contractor's compensation, through the effective date of termination. Notice of termination shall be provided by first class mail at the address provided in this Agreement or by personal delivery.

**IN WITNESS WHEREOF**, the Parties have caused this Agreement to be signed by their authorized officers on the date and year set below.

**Manistee Area Chamber of Commerce**

Dated: \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
Stacie Bytwork, President

**City of Manistee**

Dated: \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
Roger Zielinski, Mayor

Dated: \_\_\_\_\_, 2019.

By: \_\_\_\_\_  
Heather Pefley, City Clerk



# City of Manistee Police Department

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



Memo: Thad Taylor  
From: Timothy E. Kozal  
Re: Council Agenda item

Sir:

The Ideal Kitchen is celebrating 13 years of operation in the City of Manistee. The Ideal Kitchen is requesting approval for a food truck to be parked in front of the business during the celebration on April 13, 2019 from 10-6 p.m. the truck would take up 4 parking spaces.

There are no objections to this event and present no special problems for the city.



Timothy E. Kozal  
Manistee Director of Public Safety



Tim Kozal, Director of Public Safety  
 Police Department  
 70 Maple Street  
 Manistee, MI 49660  
 231.723-2533 (phone)  
 231-398-2012 (Fax)  
 tkozal@manisteemi.gov

## SPECIAL EVENT REQUEST

Please Print

<p><b>The City <u>must</u> receive this form at least ninety (90) days prior to the date of the event. Forms received less than ninety (90) days prior to the date of the event may result in denial of the request. You are requested to submit a letter with this form that details your Special Event.</b></p>		
Name of Event: <u>The Ideal Kitchen 13 yr. Anniversary Celebration</u>		
Person(s)/Organization(s) making request: <u>Shelley Doyen</u>		
<input type="checkbox"/> Non Profit	<input type="checkbox"/> For Profit	<input checked="" type="checkbox"/> Free to Attend
Contact Person: <u>Shelley Doyen</u>	Phone Number: <u>231-398-9895</u>	
Address: <u>421 River St.</u>	Email Address:	
Date(s) of Event: <u>April 13, 2019</u>	Time of Event: <u>10 - 6 pm</u>	
<b>EVENT LOCATION</b>		
City Park(s): <u>Ø</u>		
Parking Lot(s): <u>Ø</u>		
City Street(s) Closure: <u>Ø</u> <u>421 River St - on Street</u> <u>7 Parking Places in front of TIK + Surrounding</u> <u>(Saladino Smoke Food Truck)</u>		
<b>NUMBER OF UNITS PARTICIPATING</b>		
<b>For Parades</b>		
Marching/Walking:	Driven:	Other:
Assembly Starting Location:		
Destination/Finishing Point:		
Route that the special event will follow (attach map) -		
<b>INSURANCE CERTIFICATE</b>		
<p>The City of Manistee has been advised by our insurance carrier that when an event is held on City Properties we need to require an insurance certificate naming the City of Manistee as co-insured. An insurance certificate <b>must be filed at the time this Special Event Request form is filed</b>. The minimum amount that our insurance company will accept is \$1 million dollars of Liability Insurance. The Insurance Certificate, this form, and related correspondence should be sent to the attention of the Manistee City Police Department.</p>		
Signature: <u>[Signature]</u>	Date: <u>2-28-19</u>	
<b>Office Use Only</b>		
<input type="checkbox"/> Recommendation/Forward to City Council for Approval		
Notes:		
<input type="checkbox"/> Event does not utilize City Services/Property – Does not require Council Approval		
Notes:		
Signature: _____ Date: _____		



# CERTIFICATE OF INSURANCE

Scan Code  
CERT

FARM BUREAU MUTUAL INSURANCE COMPANY OF MICHIGAN  
■ FARM BUREAU GENERAL INSURANCE COMPANY OF MICHIGAN  
Lansing, Michigan 48909

**AMENDED**

Name and Address of Certificate Holder:

**CITY OF MANISTEE  
70 MAPLE STREET  
MANISTEE MI 49660**

Named Insured and Address:

**THE IDEAL KITCHEN LLC  
1300 PERRY ST  
MANISTEE, MI 49660**

Issue Date: **02/28/2019**

This is to certify that the following policy(ies) of insurance has (have) been or will be issued by the Company to the Named Insured. This certificate is not a guarantee that the policy(ies) will remain in effect until its (their) stated expiration date. In the event of cancellation of any of the insurance policies before the expiration date, the Company will endeavor to mail notice of such cancellation to the Certificate Holder designated above at the Certificate Holder's last known address, but failure to mail such notice shall impose no obligation or liability of any kind upon the Company. This certificate is issued as a matter of information only and confers no rights upon the Certificate Holder. This certificate does not amend, extend, or alter the coverage afforded by the policy(ies) of insurance indicated below. The information conveyed in this Certificate of Insurance is only valid for the indicated policy periods. Certificates of Insurance for subsequent policy periods must be requested by the Certificate Holder.

Type of Insurance	Policy Number	Policy Period	Limits of Liability
Business Auto Liability ● Specifically Described Autos (Symbol 7)  Hired Auto (Symbol 8) Non-Owned Auto (Symbol 9)		Eff. Exp.	Combined Single Limit Each Accident \$
Worker's Disability Compensation	<b>WCC-2960145</b>	Eff. <b>08/28/2018</b> Exp. <b>08/28/2019</b>	Coverage A - Statutory Coverage B - Bodily Injury by Accident \$ <b>100,000</b> Each Accident (Employer's Liab.) Bodily Injury by Disease \$ <b>100,000</b> Each Employee Bodily Injury by Disease \$ <b>500,000</b> Policy Limit
Comprehensive General Liability or Commercial Package ■ Including Excluding Products-Completed Operations Personal Injury and Advertising Injury Liability Coverage is included Hired Auto Non-Owned Auto ■ CERTIFICATE HOLDER is an Additional Insured Excluding:	<b>S-296014413</b>	Eff. <b>08/28/2018</b> Exp. <b>08/28/2019</b>	Each Occurrence \$ <b>2,000,000</b> Products Aggregate \$ <b>4,000,000</b> General Aggregate \$ <b>4,000,000</b>  Medical Payments Limit \$ <b>10,000</b>
Owners and Contractors Protective Liability		Eff. Exp.	Each Occurrence \$ General Aggregate \$
Products - Completed Operations Liability		Eff. Exp.	Each Occurrence \$ Products Aggregate \$
Umbrella Liability		Eff. Exp.	Limit \$
Farmowners Liability including Products Business Pursuits Excluded Included		Eff. Exp.	Limit \$ Type: Describe
Other		Eff. Exp.	

X Matt Kucackey<sup>13</sup>  
Authorized Signature

4541  
Agent Number

(231) 398-3000  
Agent Phone Number



# City of Manistee Police Department

70 Maple Street, Manistee, MI 49660-0358 · [www.manisteemi.gov](http://www.manisteemi.gov)



TO: Thad Taylor, City Manager

DATE: March 12, 2019

FROM: Chief Timothy Kozal

RE: Special Event Request/Consideration for City Council

Manistee Area chamber of Commerce to hold the 83rd Manistee National Forest Festival and associated events. This festival will occur on the following dates:

Thursday, July 4, 2019 – Sunday, July 7, 2019

Please see attached document for proposed requested assistance, along with the time tables for that proposed assistance.

There are no objections to this event and present no special problems for the City.

Respectfully Submitted,

Timothy E. Kozal  
Manistee Director of Public Safety  
70 Maple Street  
Manistee, Michigan 49660  
Office: 231-398-2810



11 Cypress Street  
Manistee, MI 49660  
(231) 723-2575 Fax: (231) 723-1515

February 19, 2019

Manistee City Council  
City Hall  
70 Maple Street  
Manistee, MI 49660

RE: 2019 Manistee National Forest Festival

Dear Mayor Zielinski and Council Members,

On behalf of the Manistee National Forest Festival Committee we are asking City Council to consider approval for use of public lands during for the Manistee National Forest Festival scheduled for July 4-7, 2019. This signature event is celebrating its 83rd Anniversary and is a huge economic impact to the community of Manistee and surrounding area.

The majority of events will take place in and around Douglas Park, First Street Beach. The area will have vendors, concerts and numerous other activities. Kids Day will be held at Lighthouse Park, the Duck Race will be held on the Manistee River and the Independence Day Parade will be held Downtown. The Fireworks will be held on July 4th at 10:30 pm and will be shot off the stub pier.

The Manistee World of Arts & Crafts will be held at Red Szymarek Park, and that committee would need use of the park from Wednesday, July 3 through Sunday, July 7.

New this year the Jaycees will holding their Summer Beach Bash on Friday, July 5 near the volleyball area.

At this time we respectfully request council approval to use public lands for the Manistee National Forest Festival.

Respectfully Submitted,

A handwritten signature in black ink that reads "Stacie Bytwork". The signature is fluid and cursive.

Stacie Bytwork  
President





11 Cypress Street  
 Manistee, MI 49660  
 (231) 723-2575 Fax: (231) 723-1515

## Request for Services from the City of Manistee for Manistee National Forest Festival

TASK	DATE/TIME	NOTES
Arrange for Dumpsters at the beach, garbage cans for parade route.	Prior to Festival	Flea Market, Carnival & Lion's Shelter Area
Set up snow fencing in Lion's Shelter area.	Prior to Festival	
Take down snow fencing in Lion's Shelter area.	After Festival	
Put up barricades for Independence Day Parade	July 4 by 8 am	Downtown Area
Take down barricades.	After Parade	
Street sweep after the parade.	July 5	
Set up parade viewing stand.	Prior to Parade	On River Street by the fountain.
Take down parade viewing stand.	After Parade	
Inspect electrical outlets.	Prior to Festival	Lions Shelter, boat launch and Red Szymarek Park.
Hang festival banner on River Street Arch.	June 24	Application submitted.
Take down festival banner from River Street Arch.	After Festival	
Hang festival flags along First Street leading to the beach.	Prior to Festival	
Take down festival flags along First Street leading to the beach.	After Festival	
Hang Manistee World of Arts & Crafts banner by Chamber Building	June 24	Application submitted.
Take down Manistee World of Arts & Crafts banner.	After Festival	
Block off Lighthouse Park	July 5 by 8 am	Kids Day
2 Additional trash cans & bags at Lighthouse Park	July 2 by 8 am	Kids Day
Block off Maple Street Bridge for Duck Race	July 6 by 1:15 pm	Swidorski Trucking will release Ducks at 1:30 pm.
Turn off sprinklers in South Softball Field	June 22	Flea Market
Drop barricades on Division Street	Prior to Festival	Bed Race
Hang No Parking Signs for Parade	July 3	
Take down No Parking Signs	After Parade	
Clean beaches following Fireworks		
Install safety perimeter fencing, barricades and caution tape.	July 3	Fireworks
Take down safety perimeter fencing, barricades and caution tape.	After Fireworks	
Traffic control for parade and fireworks		
Relocate bleachers for petting zoo	Prior to Festival	
Return bleachers	After Festival	
Extra garbage cans at beaches & Red Szymarek Park	Prior to Festival	
Pick up garbage cans at beach and Red Szymarek Park	After Festival	





Denise Blakeslee, Planning & Zoning Administrator

City Hall

70 Maple Street

Manistee, MI 49660

231.398.2805 (phone)

[dblakeslee@manisteemi.gov](mailto:dblakeslee@manisteemi.gov)

## SPECIAL EVENT SIGNAGE REQUEST

Please Print

Under Section 2101.A.8 City Council may approve exceptions to Article 21 Signs of the City of Manistee Zoning Ordinance for signage for community events. Permission must be granted from private property owners before signs can be installed for Council approved events. Requests must be received no later than 10 days before the next regularly scheduled Council Meeting to be placed on the agenda.

*Under no circumstance are signs to be installed in the City right-of-way (area between the sidewalk and curb if there is no curb signs need to be placed at least 15 feet from the edge of the street. If your event is proposing to post signs to promote your event you must complete the following:*

### EVENT SIGNAGE

**Event Name:** Manistee World of Arts & Crafts

**Date of Event:** July 5 - 6, 2019

**Reoccurring Event (specify):**

### SIGNAGE INFORMATION

**Number of Signs Proposed:** 10:30 pm |

**Types of Sign(s):** Banner

**Size of Sign(s):** 3 ft x 12 ft

**Proposed Location of Sign(s):** on the poles by the Chamber building (Mason Street)

**Date Signs to be installed:** June 24, 2019

**Date Signs to be removed:** July 8, 2019

### CONTACT INFORMATION

**Person(s)/Organization(s) Making Request:** Manistee Area Chamber of Commerce

**Main Contact Person:** Dianna Wall, Event & Program Coordinator

**Address:** 11 Cypress Street Manistee MI 49660

**Email:** [dianna@manisteechamber.com](mailto:dianna@manisteechamber.com)

**Phone:** 231-723-2575

**Cell:** 231-299-5918

**Email:** see above

### AUTHORIZATION

*I hereby certify that the locations for the proposed signage have been authorized by the owner(s) of the property and that signs will not be placed in the MDOT or City Right-of-way. All information submitted on this application is accurate to the best of my knowledge.*

Signature: Dianna Wall Date: 2/19/19

### Office Use Only

Request complete/Forward to City Council for Consideration

Notes:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_



11 Cypress Street  
 Manistee, MI 49660  
 (231) 723-2575 Fax: (231) 723-1515

## Request for Services from the City of Manistee for Manistee National Forest Festival

TASK	DATE/TIME	NOTES
Arrange for Dumpsters at the beach, garbage cans for parade route.	Prior to Festival	Flea Market, Carnival & Lion's Shelter Area
Set up snow fencing in Lion's Shelter area.	Prior to Festival	
Take down snow fencing in Lion's Shelter area.	After Festival	
Put up barricades for Independence Day Parade	July 4 by 8 am	Downtown Area
Take down barricades.	After Parade	<i>\$1,252.00 PARADE</i>
Street sweep after the parade.	July 5	<i>on DUTY &amp; OT OFFICERS</i>
Set up parade viewing stand.	Prior to Parade	On River Street by the fountain.
Take down parade viewing stand.	After Parade	
Inspect electrical outlets.	Prior to Festival	Lions Shelter, boat launch and Red Szymarek Park.
Hang festival banner on River Street Arch.	June 24	Application submitted.
Take down festival banner from River Street Arch.	After Festival	
Hang festival flags along First Street leading to the beach.	Prior to Festival	
Take down festival flags along First Street leading to the beach.	After Festival	
Hang Manistee World of Arts & Crafts banner by Chamber Building	June 24	Application submitted.
Take down Manistee World of Arts & Crafts banner.	After Festival	
Block off Lighthouse Park	July 5 by 8 am	Kids Day <i>on DUTY CREW \$154,56</i>
2 Additional trash cans & bags at Lighthouse Park	July 2 by 8 am	Kids Day
Block off Maple Street Bridge for Duck Race	July 6 by 1:15 pm	Swidorski Trucking will release Ducks at 1:30 pm.
Turn off sprinklers in South Softball Field	June 22	Flea Market
Drop barricades on Division Street	Prior to Festival	Bed Race <i>on DUTY CREW \$154,56</i>
Hang No Parking Signs for Parade	July 3	
Take down No Parking Signs	After Parade	
Clean beaches following Fireworks		
Install safety perimeter fencing, barricades and caution tape.	July 3	Fireworks <i>\$1,861.80 on DUTY + OT OFFICERS</i>
Take down safety perimeter fencing, barricades and caution tape.	After Fireworks	
Traffic control for parade and fireworks		
Relocate bleachers for petting zoo	Prior to Festival	
Return bleachers	After Festival	
Extra garbage cans at beaches & Red Szymarek Park	Prior to Festival	
Pick up garbage cans at beach and Red Szymarek Park	After Festival	

*Amounts for Police, as completed by Sgt. Schmeling*

# Arts & Crafts

This Section Completed by the Event Organizer				OFFICE USE ONLY
Item	Unit Price		Quantity	Total Cost
Picnic Tables	\$4.00	Each	12	48.00
90 Gal Tote	\$12.00	Each		
Trash Can	\$5.00	Each	7	35.00
Garbage Bags (case)	\$62.00	Each	1	62.00
Barricades, horses	\$4.00	Each	2	8.00
Traffic Cones	\$3.00	Each		
HC Signs	\$1.00	Each	5	5.00
No Parking Signs	\$1.00	Each		
Standard Cones	\$1.00	Each		
Fence, Plastic	\$70.00	Per 50 feet		
Fence, Wood	\$90.00	Per 50 feet		
Grand Stand	\$80.00	Each		
Plywood	\$3.00	Each		
Grill	\$15.00	Each		
Festival Street Banners	\$10.00	Each		
Hang Banner	\$60.00	Each	1	60.00
Relocate Bleachers	\$60.00	Each		
Other: Dumpster		TBD	1	
Other:		TBD		
Other		TBD		
<b>Staff Charges (Office Use Only)</b> Hours will be logged and billed after event				<b>OFFICE USE ONLY</b>
<b>DPW/Parks Department Services</b>		<b>Cost</b>		
Restroom Cleaning	\$45.00	Per hour		
Restroom Cleaning (overtime rate)	\$60.00	Per hour		
Street Sweeping	\$25.00	Per Block		
Street Sweeping (overtime rate)	\$35.00	Per Block		
Safety Perimeter installation	\$10.00	Per 50 feet		
Beach Cleaning (overtime rate)	\$95.00	Per hour		
Other:		TBD		
Other:		TBD		
<b>Police Department Services</b>		<b>Cost</b>		
Per Officer	\$38.64	Per hour		\$ 3,423.78
Per Officer (overtime rate)	\$50.61	Per hour		USE ON DUTY CREW + OT OFFICERS.
Other:		TBD		
<b>Fire Department Services</b>		<b>Cost</b>		
Ambulance/Pumper	\$22.62	Per Hour		
Ambulance/Pumper (overtime rate)	\$29.07	Per Hour		EVENT ORGANIZER
Other		TBD		TOTAL: \$ 4,769.00
			<b>SUB-TOTAL</b>	POLICE TOTAL: \$ 3,423.78
<b>Apply Discount Rate 0%</b>			25% 50% 100% X	%
			<b>TOTAL</b>	\$ 8,192.78

# DUCK RACE

This Section Completed by the Event Organizer				OFFICE USE ONLY	
Item	Unit Price		Quantity	Total Cost	
Picnic Tables	\$4.00	Each			
90 Gal Tote	\$12.00	Each			
Trash Can	\$5.00	Each			
Garbage Bags (case)	\$62.00	Each			
Barricades, horses	\$4.00	Each	2		8.00
Traffic Cones	\$3.00	Each			
HC Signs	\$1.00	Each			
No Parking Signs	\$1.00	Each			
Standard Cones	\$1.00	Each			
Fence, Plastic	\$70.00	Per 50 feet			
Fence, Wood	\$90.00	Per 50 feet			
Grand Stand	\$80.00	Each			
Plywood	\$3.00	Each			
Grill	\$15.00	Each			
Festival Street Banners	\$10.00	Each			
Hang Banner	\$60.00	Each			
Relocate Bleachers	\$60.00	Each			
Other:	TBD				
Other:	TBD				
Other:	TBD				
				<b>TOTAL: \$ 8.00</b>	
<b>Staff Charges (Office Use Only)</b>				<b>OFFICE USE ONLY</b>	
Hours will be logged and billed after event					
<b>DPW/Parks Department Services</b>		<b>Cost</b>			
Restroom Cleaning	\$45.00	Per hour			
Restroom Cleaning (overtime rate)	\$60.00	Per hour			
Street Sweeping	\$25.00	Per Block			
Street Sweeping (overtime rate)	\$35.00	Per Block			
Safety Perimeter installation	\$10.00	Per 50 feet			
Beach Cleaning (overtime rate)	\$95.00	Per hour			
Other:	TBD				
Other:	TBD				
<b>Police Department Services</b>		<b>Cost</b>			
Per Officer	\$38.64	Per hour			
Per Officer (overtime rate)	\$50.61	Per hour			
Other:	TBD				
<b>Fire Department Services</b>		<b>Cost</b>			
Ambulance/Pumper	\$22.62	Per Hour			
Ambulance/Pumper (overtime rate)	\$29.07	Per Hour			
Other:	TBD				
<b>SUB TOTAL</b>					
<b>Apply Discount Rate 0%</b>				25% 50% 100%	X %
<b>TOTAL</b>					

KID'S DAY

This Section Completed by the Event Organizer				OFFICE USE ONLY	
Item	Unit Price		Quantity	Total Cost	
Picnic Tables	\$4.00	Each			
90 Gal Tote	\$12.00	Each			
Trash Can	\$5.00	Each	4		20.00
Garbage Bags (case)	\$62.00	Each			
Barricades, horses	\$4.00	Each	2		8.00
Traffic Cones	\$3.00	Each			
HC Signs	\$1.00	Each			
No Parking Signs	\$1.00	Each			
Standard Cones	\$1.00	Each			
Fence, Plastic	\$70.00	Per 50 feet			
Fence, Wood	\$90.00	Per 50 feet			
Grand Stand	\$80.00	Each			
Plywood	\$3.00	Each			
Grill	\$15.00	Each			
Festival Street Banners	\$10.00	Each			
Hang Banner	\$60.00	Each			
Relocate Bleachers	\$60.00	Each			
Other:	TBD				
Other:	TBD				
Other:	TBD				TOTAL: \$28.00
<b>Staff Charges (Office Use Only)</b>				<b>OFFICE USE ONLY</b>	
Hours will be logged and billed after event					
<b>DPW/Parks Department Services</b>		<b>Cost</b>			
Restroom Cleaning	\$45.00	Per hour			
Restroom Cleaning (overtime rate)	\$60.00	Per hour			
Street Sweeping	\$25.00	Per Block			
Street Sweeping (overtime rate)	\$35.00	Per Block			
Safety Perimeter installation	\$10.00	Per 50 feet			
Beach Cleaning (overtime rate)	\$95.00	Per hour			
Other:	TBD				
Other:	TBD				
<b>Police Department Services</b>		<b>Cost</b>			
Per Officer	\$38.64	Per hour			
Per Officer (overtime rate)	\$50.61	Per hour			
Other:	TBD				
<b>Fire Department Services</b>		<b>Cost</b>			
Ambulance/Pumper	\$22.62	Per Hour			
Ambulance/Pumper (overtime rate)	\$29.07	Per Hour			
Other:	TBD				
<b>SUB TOTAL</b>					
<b>Apply Discount Rate 0%</b>				25%	50%
				100%	X
<b>TOTAL</b>					%

# SUMMER SOUND WAVES

This Section Completed by the Event Organizer				OFFICE USE ONLY	
Item	Unit Price		Quantity	Total Cost	
Picnic Tables	\$4.00	Each			
90 Gal Tote	\$12.00	Each			
Trash Can	\$5.00	Each			
Garbage Bags (case)	\$62.00	Each			
Barricades, horses	\$4.00	Each	4	16.00	
Traffic Cones	\$3.00	Each	4	12.00	
HC Signs	\$1.00	Each			
No Parking Signs	\$1.00	Each	2	2.00	
Standard Cones	\$1.00	Each			
Fence, Plastic	\$70.00	Per 50 feet			
Fence, Wood	\$90.00	Per 50 feet	40	3,600.00	
Grand Stand	\$80.00	Each			
Plywood	\$3.00	Each			
Grill	\$15.00	Each			
Festival Street Banners	\$10.00	Each			
Hang Banner	\$60.00	Each			
Relocate Bleachers	\$60.00	Each			
Other: Dumpster		TBD	1		
Other:		TBD			
Other		TBD			TOTAL: \$ 3,630.00
<b>Staff Charges (Office Use Only)</b> Hours will be logged and billed after event				OFFICE USE ONLY	
<b>DPW/Parks Department Services</b>		<b>Cost</b>			
Restroom Cleaning	\$45.00	Per hour			
Restroom Cleaning (overtime rate)	\$60.00	Per hour			
Street Sweeping	\$25.00	Per Block			
Street Sweeping (overtime rate)	\$35.00	Per Block			
Safety Perimeter installation	\$10.00	Per 50 feet			
Beach Cleaning (overtime rate)	\$95.00	Per hour			
Other:		TBD			
Other:		TBD			
<b>Police Department Services</b>		<b>Cost</b>			
Per Officer	\$38.64	Per hour			
Per Officer (overtime rate)	\$50.61	Per hour			
Other:		TBD			
<b>Fire Department Services</b>		<b>Cost</b>			
Ambulance/Pumper	\$22.62	Per Hour			
Ambulance/Pumper (overtime rate)	\$29.07	Per Hour			
Other		TBD			
<b>SUB TOTAL</b>					
<b>Apply Discount Rate 0%</b>				25%	50%
				100%	X
<b>TOTAL</b>					

4th of JULY PARADE

This Section Completed by the Event Organizer				OFFICE USE ONLY	
Item	Unit Price		Quantity	Total Cost	
Picnic Tables	\$4.00	Each			
90 Gal Tote	\$12.00	Each			
Trash Can	\$5.00	Each			
Garbage Bags (case)	\$62.00	Each			
Barricades, horses	\$4.00	Each	70		280.00
Traffic Cones	\$3.00	Each			
HC Signs	\$1.00	Each	8		8.00
No Parking Signs	\$1.00	Each	20		20.00
Standard Cones	\$1.00	Each			
Fence, Plastic	\$70.00	Per 50 feet			
Fence, Wood	\$90.00	Per 50 feet			
Grand Stand	\$80.00	Each			
Plywood	\$3.00	Each			
Grill	\$15.00	Each			
Festival Street Banners	\$10.00	Each			
Hang Banner	\$60.00	Each			
Relocate Bleachers	\$60.00	Each			
Other:	TBD				
Other:	TBD				
Other:	TBD				TOTAL: \$ 308.00
<b>Staff Charges (Office Use Only)</b> Hours will be logged and billed after event				<b>OFFICE USE ONLY</b>	
<b>DPW/Parks Department Services</b>		<b>Cost</b>			
Restroom Cleaning	\$45.00	Per hour			
Restroom Cleaning (overtime rate)	\$60.00	Per hour			
Street Sweeping	\$25.00	Per Block			
Street Sweeping (overtime rate)	\$35.00	Per Block			
Safety Perimeter installation	\$10.00	Per 50 feet			
Beach Cleaning (overtime rate)	\$95.00	Per hour			
Other:	TBD				
Other:	TBD				
<b>Police Department Services</b>		<b>Cost</b>			
Per Officer	\$38.64	Per hour			
Per Officer (overtime rate)	\$50.61	Per hour			
Other:	TBD				
<b>Fire Department Services</b>		<b>Cost</b>			
Ambulance/Pumper	\$22.62	Per Hour			
Ambulance/Pumper (overtime rate)	\$29.07	Per Hour			
Other:	TBD				
<b>SUB TOTAL</b>					
<b>Apply Discount Rate 0%</b>				25%	50%
				100%	X
<b>TOTAL</b>				%	

*BED RACE*

This Section Completed by the Event Organizer				OFFICE USE ONLY
Item	Unit Price	Quantity	Total Cost	
Picnic Tables	\$4.00 Each			
90 Gal Tote	\$12.00 Each			
Trash Can	\$5.00 Each			
Garbage Bags (case)	\$62.00 Each			
Barricades, horses	\$4.00 Each	4		16.00
Traffic Cones	\$3.00 Each			
HC Signs	\$1.00 Each			
No Parking Signs	\$1.00 Each			
Standard Cones	\$1.00 Each			
Fence, Plastic	\$70.00 Per 50 feet			
Fence, Wood	\$90.00 Per 50 feet			
Grand Stand	\$80.00 Each			
Plywood	\$3.00 Each			
Grill	\$15.00 Each			
Festival Street Banners	\$10.00 Each			
Hang Banner	\$60.00 Each			
Relocate Bleachers	\$60.00 Each			
Other:	TBD			
Other:	TBD			
Other:	TBD			
<b>TOTAL: \$16.00</b>				
<b>Staff Charges (Office Use Only)</b> Hours will be logged and billed after event				OFFICE USE ONLY
<b>DPW/Parks Department Services</b>		<b>Cost</b>		
Restroom Cleaning	\$45.00	Per hour		
Restroom Cleaning (overtime rate)	\$60.00	Per hour		
Street Sweeping	\$25.00	Per Block		
Street Sweeping (overtime rate)	\$35.00	Per Block		
Safety Perimeter installation	\$10.00	Per 50 feet		
Beach Cleaning (overtime rate)	\$95.00	Per hour		
Other:	TBD			
Other:	TBD			
<b>Police Department Services</b>		<b>Cost</b>		
Per Officer	\$38.64	Per hour		
Per Officer (overtime rate)	\$50.61	Per hour		
Other:	TBD			
<b>Fire Department Services</b>		<b>Cost</b>		
Ambulance/Pumper	\$22.62	Per Hour		
Ambulance/Pumper (overtime rate)	\$29.07	Per Hour		
Other:	TBD			
<b>SUB TOTAL</b>				
<b>Apply Discount Rate 0%</b>	25%	50%	100%	X %
<b>TOTAL</b>				

# SUMMER BEACH BASH

This Section Completed by the Event Organizer				OFFICE USE ONLY
Item	Unit Price	Quantity		Total Cost
Picnic Tables	\$4.00 Each	5		20.00
90 Gal Tote	\$12.00 Each			
Trash Can	\$5.00 Each	3		15.00
Garbage Bags (case)	\$62.00 Each			
Barricades, horses	\$4.00 Each			
Traffic Cones	\$3.00 Each	12		36.00
HC Signs	\$1.00 Each			
No Parking Signs	\$1.00 Each			
Standard Cones	\$1.00 Each			
Fence, Plastic	\$70.00 Per 50 feet	7		490.00
Fence, Wood	\$90.00 Per 50 feet			
Grand Stand	\$80.00 Each			
Plywood	\$3.00 Each			
Grill	\$15.00 Each			
Festival Street Banners	\$10.00 Each			
Hang Banner	\$60.00 Each			
Relocate Bleachers	\$60.00 Each			
Other:	TBD			
Other:	TBD			
Other:	TBD			
<b>TOTAL:</b>				<b>\$561.00</b>
<b>Staff Charges (Office Use Only)</b>				OFFICE USE ONLY
Hours will be logged and billed after event				
<b>DPW/Parks Department Services</b>		<b>Cost</b>		
Restroom Cleaning	\$45.00	Per hour		
Restroom Cleaning (overtime rate)	\$60.00	Per hour		
Street Sweeping	\$25.00	Per Block		
Street Sweeping (overtime rate)	\$35.00	Per Block		
Safety Perimeter installation	\$10.00	Per 50 feet		
Beach Cleaning (overtime rate)	\$95.00	Per hour		
Other:	TBD			
Other:	TBD			
<b>Police Department Services</b>		<b>Cost</b>		
Per Officer	\$38.64	Per hour		
Per Officer (overtime rate)	\$50.61	Per hour		
Other:	TBD			
<b>Fire Department Services</b>		<b>Cost</b>		
Ambulance/Pumper	\$22.62	Per Hour		
Ambulance/Pumper (overtime rate)	\$29.07	Per Hour		
Other:	TBD			
<b>SUB TOTAL</b>				
<b>Apply Discount Rate 0%</b>				
				25% 50% 100% X %
<b>TOTAL</b>				

# FIREWORKS

This Section Completed by the Event Organizer			OFFICE USE ONLY
Item	Unit Price	Quantity	Total Cost
Picnic Tables	\$4.00 Each		
90 Gal Tote	\$12.00 Each		
Trash Can	\$5.00 Each		
Garbage Bags (case)	\$62.00 Each		
Barricades, horses	\$4.00 Each		
Traffic Cones	\$3.00 Each		
HC Signs	\$1.00 Each		
No Parking Signs	\$1.00 Each		
Standard Cones	\$1.00 Each		
Fence, Plastic	\$70.00 Per 50 feet		
Fence, Wood	\$90.00 Per 50 feet		
Grand Stand	\$80.00 Each		
Plywood	\$3.00 Each		
Grill	\$15.00 Each		
Festival Street Banners	\$10.00 Each		
Hang Banner	\$60.00 Each		
Relocate Bleachers	\$60.00 Each		
Other: Safety Perimeter	TBD	50	
Other:	TBD		
Other	TBD		
<b>Staff Charges (Office Use Only)</b> Hours will be logged and billed after event			OFFICE USE ONLY
<b>DPW/Parks Department Services</b>		<b>Cost</b>	
Restroom Cleaning	\$45.00 Per hour		
Restroom Cleaning (overtime rate)	\$60.00 Per hour		
Street Sweeping	\$25.00 Per Block		
Street Sweeping (overtime rate)	\$35.00 Per Block		
Safety Perimeter installation	\$10.00 Per 50 feet		
Beach Cleaning (overtime rate)	\$95.00 Per hour		
Other:	TBD		
Other:	TBD		
<b>Police Department Services</b>		<b>Cost</b>	
Per Officer	\$38.64 Per hour		
Per Officer (overtime rate)	\$50.61 Per hour		
Other:	TBD		
<b>Fire Department Services</b>		<b>Cost</b>	
Ambulance/Pumper	\$22.62 Per Hour		
Ambulance/Pumper (overtime rate)	\$29.07 Per Hour		
Other	TBD		
<b>SUB TOTAL</b>			
<b>Apply Discount Rate 0%</b>			25% 50% 100% X %
<b>TOTAL</b>			



Tim Kozal, Director of Public Safety  
 Police Department  
 70 Maple Street  
 Manistee, MI 49660  
 231.723-2533 (phone)  
 231-398-2012 (Fax)  
[tkozal@manisteemi.gov](mailto:tkozal@manisteemi.gov)

## SPECIAL EVENT REQUEST

Please Print

The City must receive this form at least ninety (90) days prior to the date of the event. Forms received less than 90 days prior to the date of the event may result in denial of the request. You are requested to submit a letter with this form that details your Special Event.

Name of Event: Manistee World of Arts & Crafts

Person(s)/Organization(s) making request: Manistee Area Chamber of Commerce

Non Profit                       For Profit                       Free to Attend

Contact Person: Stacie Bytwork                      Phone Number: 231-723-2575

Address: 11 Cypress Street                      Email Address: [stacie@manisteechamber.com](mailto:stacie@manisteechamber.com)

Date(s) of Event: 7/5/19 and 7/6/19                      Time of Event: 9 am - 5 pm

### EVENT LOCATION

City Park(s): Red Syzmarek Park

Parking Lot(s):

City Street(s) Closure:

### NUMBER OF UNITS PARTICIPATING For Parades

Marching/Walking:                      Driven:                      Other:

Assembly Starting Location:

Destination/Finishing Point:

Route that the special event will follow (attach map)

### INSURANCE CERTIFICATE

The City of Manistee has been advised by our insurance carrier that when an event is held on City Properties we need to require an insurance certificate naming the City of Manistee as co-insured. An insurance certificate **must be filed at the time this Special Event Request form is filed**. The minimum amount that our insurance company will accept is \$1 million dollars of Liability Insurance. The Insurance Certificate, this form, and related correspondence should be sent to the attention of the Manistee City Police Department.

Signature: *Stacie Bytwork*                      Date: February 18, 2019

### Office Use Only

Recommendation/Forward to City Council for Approval

Notes:

Event does not utilize City Services/Property – Does not require Council Approval

Notes:

Signature:                      Date:

<b>This Section Completed by the Event Organizer</b>				<b>OFFICE USE ONLY</b>	
<b>Item</b>	<b>Unit Price</b>		<b>Quantity</b>	<b>Total Cost</b>	
Picnic Tables	\$4.00	Each	12		
90 Gal Tote	\$12.00	Each			
Trash Can	\$5.00	Each	7		
Garbage Bags (case)	\$62.00	Each	1		
Barricades, horses	\$4.00	Each	2		
Traffic Cones	\$3.00	Each			
HC Signs	\$1.00	Each	5		
No Parking Signs	\$1.00	Each			
Standard Cones	\$1.00	Each			
Fence, Plastic	\$70.00	Per 50 feet			
Fence, Wood	\$90.00	Per 50 feet			
Grand Stand	\$80.00	Each			
Plywood	\$3.00	Each			
Grill	\$15.00	Each			
Festival Street Banners	\$10.00	Each			
Hang Banner	\$60.00	Each	1		
Relocate Bleachers	\$60.00	Each			
Other: Dumpster		TBD	1		
Other:		TBD			
Other		TBD			
<b>Staff Charges (Office Use Only)</b> Hours will be logged and billed after event				<b>OFFICE USE ONLY</b>	
<b>DPW/Parks Department Services</b>	<b>Cost</b>				
Restroom Cleaning	\$45.00	Per hour			
Restroom Cleaning (overtime rate)	\$60.00	Per hour			
Street Sweeping	\$25.00	Per Block			
Street Sweeping (overtime rate)	\$35.00	Per Block			
Safety Perimeter installation	\$10.00	Per 50 feet			
Beach Cleaning (overtime rate)	\$95.00	Per hour			
Other:		TBD			
Other:		TBD			
<b>Police Department Services</b>	<b>Cost</b>				
Per Officer	\$38.64	Per hour			
Per Officer (overtime rate)	\$50.61	Per hour			
Other:		TBD			
<b>Fire Department Services</b>	<b>Cost</b>				
Ambulance/Pumper	\$22.62	Per Hour			
Ambulance/Pumper (overtime rate)	\$29.07	Per Hour			
Other		TBD			
<b>SUB TOTAL</b>					
<b>Apply Discount Rate 0%</b>			25% 50% 100%	X	%
<b>TOTAL</b>					



Tim Kozal, Director of Public Safety  
 Police Department  
 70 Maple Street  
 Manistee, MI 49660  
 231.723-2533 (phone)  
 231-398-2012 (Fax)  
[tkozal@manisteemi.gov](mailto:tkozal@manisteemi.gov)

## SPECIAL EVENT REQUEST

Please Print

The City **must** receive this form at least ninety (90) days prior to the date of the event. Forms received less than 90 days prior to the date of the event may result in denial of the request. You are requested to **submit a letter** with this form that details your Special Event.

Name of Event: Forest Festival Duck Race

Person(s)/Organization(s) making request: Manistee Area Chamber of Commerce

Non Profit
  For Profit
  Free to Attend

Contact Person: Stacie Bytwork Phone Number: 231-723-2575

Address: 11 Cypress Street Email Address: [stacie@manisteechamber.com](mailto:stacie@manisteechamber.com)

Date(s) of Event: July 6, 2019 Time of Event: 1:30 pm

### EVENT LOCATION

City Park(s):

Parking Lot(s):

City Street(s) Closure: Maple Street Bridge from 1:15 pm - 1:30 pm when the Ducks are dumped off the bridge.

### NUMBER OF UNITS PARTICIPATING For Parades

Marching/Walking: Driven: Other:

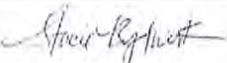
Assembly Starting Location: Ducks will be dropped off the Maple Street Bridge

Destination/Finishing Point: On the river by the Elks Lodge.

Route that the special event will follow (attach map)

### INSURANCE CERTIFICATE

The City of Manistee has been advised by our insurance carrier that when an event is held on City Properties we need to require an insurance certificate naming the City of Manistee as co-insured. An insurance certificate **must be filed at the time this Special Event Request form is filed**. The minimum amount that our insurance company will accept is \$1 million dollars of Liability Insurance. The Insurance Certificate, this form, and related correspondence should be sent to the attention of the Manistee City Police Department.

Signature:  Date: February 18, 2019

### Office Use Only

Recommendation/Forward to City Council for Approval

Notes:

Event does not utilize City Services/Property – Does not require Council Approval

Notes:

Signature: Date:

This Section Completed by the Event Organizer				OFFICE USE ONLY	
Item	Unit Price		Quantity	Total Cost	
Picnic Tables	\$4.00	Each			
90 Gal Tote	\$12.00	Each			
Trash Can	\$5.00	Each			
Garbage Bags (case)	\$62.00	Each			
Barricades, horses	\$4.00	Each	2		
Traffic Cones	\$3.00	Each			
HC Signs	\$1.00	Each			
No Parking Signs	\$1.00	Each			
Standard Cones	\$1.00	Each			
Fence, Plastic	\$70.00	Per 50 feet			
Fence, Wood	\$90.00	Per 50 feet			
Grand Stand	\$80.00	Each			
Plywood	\$3.00	Each			
Grill	\$15.00	Each			
Festival Street Banners	\$10.00	Each			
Hang Banner	\$60.00	Each			
Relocate Bleachers	\$60.00	Each			
Other:	TBD				
Other:	TBD				
Other:	TBD				
<b>Staff Charges (Office Use Only)</b> Hours will be logged and billed after event				<b>OFFICE USE ONLY</b>	
<b>DPW/Parks Department Services</b>	<b>Cost</b>				
Restroom Cleaning	\$45.00	Per hour			
Restroom Cleaning (overtime rate)	\$60.00	Per hour			
Street Sweeping	\$25.00	Per Block			
Street Sweeping (overtime rate)	\$35.00	Per Block			
Safety Perimeter installation	\$10.00	Per 50 feet			
Beach Cleaning (overtime rate)	\$95.00	Per hour			
Other:	TBD				
Other:	TBD				
<b>Police Department Services</b>	<b>Cost</b>				
Per Officer	\$38.64	Per hour			
Per Officer (overtime rate)	\$50.61	Per hour			
Other:	TBD				
<b>Fire Department Services</b>	<b>Cost</b>				
Ambulance/Pumper	\$22.62	Per Hour			
Ambulance/Pumper (overtime rate)	\$29.07	Per Hour			
Other:	TBD				
<b>SUB TOTAL</b>					
<b>Apply Discount Rate 0%</b>	25%	50%	100%	X	%
<b>TOTAL</b>					



Tim Kozal, Director of Public Safety  
 Police Department  
 70 Maple Street  
 Manistee, MI 49660  
 231.723-2533 (phone)  
 231-398-2012 (Fax)  
[tkozal@manisteemi.gov](mailto:tkozal@manisteemi.gov)

## SPECIAL EVENT REQUEST

Please Print

The City must receive this form at least ninety (90) days prior to the date of the event. Forms received less than 90 days prior to the date of the event may result in denial of the request. You are requested to submit a letter with this form that details your Special Event.

Name of Event: Kids Day Events & Parade

Person(s)/Organization(s) making request: Manistee Area Chamber of Commerce

Non Profit
  For Profit
  Free to Attend

Contact Person: Stacie Bytwork Phone Number: 231-723-2575

Address: 11 Cypress Street Email Address: [stacie@manisteechamber.com](mailto:stacie@manisteechamber.com)

Date(s) of Event: July 5, 2019 Time of Event: 11 am - 1 pm

### EVENT LOCATION

City Park(s): Lighthouse Park - Children will gather in the park for games, parade and the crowning of the Prince & princess.

Parking Lot(s): Please barricade the parking lot by 8 am on July 5, 2019

City Street(s) Closure:

### NUMBER OF UNITS PARTICIPATING For Parades

Marching/Walking: Driven: Other:

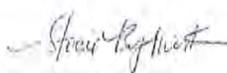
Assembly Starting Location:

Destination/Finishing Point:

Route that the special event will follow (attach map)

### INSURANCE CERTIFICATE

The City of Manistee has been advised by our insurance carrier that when an event is held on City Properties we need to require an insurance certificate naming the City of Manistee as co-insured. An insurance certificate **must be filed at the time this Special Event Request form is filed**. The minimum amount that our insurance company will accept is \$1 million dollars of Liability Insurance. The Insurance Certificate, this form, and related correspondence should be sent to the attention of the Manistee City Police Department.

Signature:  Date: February 18, 2019

### Office Use Only

Recommendation/Forward to City Council for Approval

Notes:

Event does not utilize City Services/Property – Does not require Council Approval

Notes:

Signature: Date:

<b>This Section Completed by the Event Organizer</b>				<b>OFFICE USE ONLY</b>	
<b>Item</b>	<b>Unit Price</b>		<b>Quantity</b>	<b>Total Cost</b>	
Picnic Tables	\$4.00	Each			
90 Gal Tote	\$12.00	Each			
Trash Can	\$5.00	Each	4		
Garbage Bags (case)	\$62.00	Each			
Barricades, horses	\$4.00	Each	2		
Traffic Cones	\$3.00	Each			
HC Signs	\$1.00	Each			
No Parking Signs	\$1.00	Each			
Standard Cones	\$1.00	Each			
Fence, Plastic	\$70.00	Per 50 feet			
Fence, Wood	\$90.00	Per 50 feet			
Grand Stand	\$80.00	Each			
Plywood	\$3.00	Each			
Grill	\$15.00	Each			
Festival Street Banners	\$10.00	Each			
Hang Banner	\$60.00	Each			
Relocate Bleachers	\$60.00	Each			
Other:	TBD				
Other:	TBD				
Other:	TBD				
<b>Staff Charges (Office Use Only)</b>				<b>OFFICE USE ONLY</b>	
<b>Hours will be logged and billed after event</b>					
<b>DPW/Parks Department Services</b>	<b>Cost</b>				
Restroom Cleaning	\$45.00	Per hour			
Restroom Cleaning (overtime rate)	\$60.00	Per hour			
Street Sweeping	\$25.00	Per Block			
Street Sweeping (overtime rate)	\$35.00	Per Block			
Safety Perimeter installation	\$10.00	Per 50 feet			
Beach Cleaning (overtime rate)	\$95.00	Per hour			
Other:	TBD				
Other:	TBD				
<b>Police Department Services</b>	<b>Cost</b>				
Per Officer	\$38.64	Per hour			
Per Officer (overtime rate)	\$50.61	Per hour			
Other:	TBD				
<b>Fire Department Services</b>	<b>Cost</b>				
Ambulance/Pumper	\$22.62	Per Hour			
Ambulance/Pumper (overtime rate)	\$29.07	Per Hour			
Other	TBD				
<b>SUB TOTAL</b>					
<b>Apply Discount Rate 0%</b>	25%	50%	100%	X	%
<b>TOTAL</b>					



Tim Kozal, Director of Public Safety  
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[tkozal@manisteemi.gov](mailto:tkozal@manisteemi.gov)

## SPECIAL EVENT REQUEST

Please Print

The City **must** receive this form at least ninety (90) days prior to the date of the event. Forms received less than 90 days prior to the date of the event may result in denial of the request. You are requested to **submit a letter** with this form that details your Special Event.

Name of Event: Summer Sound Waves Concert

Person(s)/Organization(s) making request: Manistee Area Chamber of Commerce

Non Profit                                       For Profit                                       Free to Attend

Contact Person: Stacie Bytwork                                      Phone Number: 231-723-2575

Address: 11 Cypress Street                                      Email Address: [stacie@manisteechamber.com](mailto:stacie@manisteechamber.com)

Date(s) of Event: July 6, 2019                                      Time of Event: 6 pm - 1 am

### EVENT LOCATION

City Park(s): Douglas Park First Street Beach by Lions Shelter

Parking Lot(s):

City Street(s) Closure:

### NUMBER OF UNITS PARTICIPATING For Parades

Marching/Walking:                                      Driven:                                      Other:

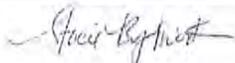
Assembly Starting Location:

Destination/Finishing Point:

Route that the special event will follow (attach map)

### INSURANCE CERTIFICATE

The City of Manistee has been advised by our insurance carrier that when an event is held on City Properties we need to require an insurance certificate naming the City of Manistee as co-insured. An insurance certificate **must be filed at the time this Special Event Request form is filed**. The minimum amount that our insurance company will accept is \$1 million dollars of Liability Insurance. The Insurance Certificate, this form, and related correspondence should be sent to the attention of the Manistee City Police Department.

Signature:                                       Date: February 18, 2019

### Office Use Only

Recommendation/Forward to City Council for Approval

Notes:

Event does not utilize City Services/Property – Does not require Council Approval

Notes:

Signature:                                      Date:

This Section Completed by the Event Organizer				OFFICE USE ONLY	
Item	Unit Price		Quantity	Total Cost	
Picnic Tables	\$4.00	Each			
90 Gal Tote	\$12.00	Each			
Trash Can	\$5.00	Each			
Garbage Bags (case)	\$62.00	Each			
Barricades, horses	\$4.00	Each	4		
Traffic Cones	\$3.00	Each	4		
HC Signs	\$1.00	Each			
No Parking Signs	\$1.00	Each	2		
Standard Cones	\$1.00	Each			
Fence, Plastic	\$70.00	Per 50 feet			
Fence, Wood	\$90.00	Per 50 feet	40		
Grand Stand	\$80.00	Each			
Plywood	\$3.00	Each			
Grill	\$15.00	Each			
Festival Street Banners	\$10.00	Each			
Hang Banner	\$60.00	Each			
Relocate Bleachers	\$60.00	Each			
Other: Dumpster		TBD	1		
Other:		TBD			
Other		TBD			
<b>Staff Charges (Office Use Only)</b> Hours will be logged and billed after event				<b>OFFICE USE ONLY</b>	
<b>DPW/Parks Department Services</b>		<b>Cost</b>			
Restroom Cleaning	\$45.00	Per hour			
Restroom Cleaning (overtime rate)	\$60.00	Per hour			
Street Sweeping	\$25.00	Per Block			
Street Sweeping (overtime rate)	\$35.00	Per Block			
Safety Perimeter installation	\$10.00	Per 50 feet			
Beach Cleaning (overtime rate)	\$95.00	Per hour			
Other:		TBD			
Other:		TBD			
<b>Police Department Services</b>		<b>Cost</b>			
Per Officer	\$38.64	Per hour			
Per Officer (overtime rate)	\$50.61	Per hour			
Other:		TBD			
<b>Fire Department Services</b>		<b>Cost</b>			
Ambulance/Pumper	\$22.62	Per Hour			
Ambulance/Pumper (overtime rate)	\$29.07	Per Hour			
Other		TBD			
<b>SUB TOTAL</b>					
<b>Apply Discount Rate 0%</b>				25% 50% 100% X	%
<b>TOTAL</b>					



Tim Kozal, Director of Public Safety  
 Police Department  
 70 Maple Street  
 Manistee, MI 49660  
 231.723-2533 (phone)  
 231-398-2012 (Fax)  
[tkozal@manisteemi.gov](mailto:tkozal@manisteemi.gov)

## SPECIAL EVENT REQUEST

Please Print

**The City must receive this form at least ninety (90) days prior to the date of the event. Forms received less than 90 days prior to the date of the event may result in denial of the request. You are requested to submit a letter with this form that details your Special Event.**

Name of Event: Independence Day Parade

Person(s)/Organization(s) making request: Manistee Area Chamber of Commerce

Non Profit                       For Profit                       Free to Attend

Contact Person: Stacie Bytwork                      Phone Number: 231-723-2575

Address: 11 Cypress Street                      Email Address: [stacie@manisteechamber.com](mailto:stacie@manisteechamber.com)

Date(s) of Event: July 4, 2019                      Time of Event: 10 am

### EVENT LOCATION

City Park(s):

Parking Lot(s):

City Street(s) Closure: River Street to First Street and adjacent south side streets.

### NUMBER OF UNITS PARTICIPATING For Parades

Marching/Walking: 80                      Driven: 30                      Other:

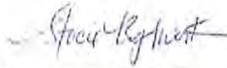
Assembly Starting Location: Division St and River St (additionally all side streets from River St. South to First St.)

Destination/Finishing Point: First Street by Armory Youth Project

Route that the special event will follow (attach map)

### INSURANCE CERTIFICATE

The City of Manistee has been advised by our insurance carrier that when an event is held on City Properties we need to require an insurance certificate naming the City of Manistee as co-insured. An insurance certificate **must be filed at the time this Special Event Request form is filed.** The minimum amount that our insurance company will accept is \$1 million dollars of Liability Insurance. The Insurance Certificate, this form, and related correspondence should be sent to the attention of the Manistee City Police Department.

Signature:                       Date: February 18, 2019

### Office Use Only

Recommendation/Forward to City Council for Approval

Notes:

Event does not utilize City Services/Property – Does not require Council Approval

Notes:

Signature:                      Date:

This Section Completed by the Event Organizer				OFFICE USE ONLY	
Item	Unit Price		Quantity	Total Cost	
Picnic Tables	\$4.00	Each			
90 Gal Tote	\$12.00	Each			
Trash Can	\$5.00	Each			
Garbage Bags (case)	\$62.00	Each			
Barricades, horses	\$4.00	Each	70		
Traffic Cones	\$3.00	Each			
HC Signs	\$1.00	Each	8		
No Parking Signs	\$1.00	Each	20		
Standard Cones	\$1.00	Each			
Fence, Plastic	\$70.00	Per 50 feet			
Fence, Wood	\$90.00	Per 50 feet			
Grand Stand	\$80.00	Each			
Plywood	\$3.00	Each			
Grill	\$15.00	Each			
Festival Street Banners	\$10.00	Each			
Hang Banner	\$60.00	Each			
Relocate Bleachers	\$60.00	Each			
Other:	TBD				
Other:	TBD				
Other:	TBD				
<b>Staff Charges (Office Use Only)</b> Hours will be logged and billed after event				<b>OFFICE USE ONLY</b>	
<b>DPW/Parks Department Services</b>		<b>Cost</b>			
Restroom Cleaning	\$45.00	Per hour			
Restroom Cleaning (overtime rate)	\$60.00	Per hour			
Street Sweeping	\$25.00	Per Block			
Street Sweeping (overtime rate)	\$35.00	Per Block			
Safety Perimeter installation	\$10.00	Per 50 feet			
Beach Cleaning (overtime rate)	\$95.00	Per hour			
Other:	TBD				
Other:	TBD				
<b>Police Department Services</b>		<b>Cost</b>			
Per Officer	\$38.64	Per hour			
Per Officer (overtime rate)	\$50.61	Per hour			
Other:	TBD				
<b>Fire Department Services</b>		<b>Cost</b>			
Ambulance/Pumper	\$22.62	Per Hour			
Ambulance/Pumper (overtime rate)	\$29.07	Per Hour			
Other:	TBD				
<b>SUB TOTAL</b>					
<b>Apply Discount Rate 0%</b>				25% 50% 100% X	%
<b>TOTAL</b>					



Tim Kozal, Director of Public Safety  
 Police Department  
 70 Maple Street  
 Manistee, MI 49660  
 231.723-2533 (phone)  
 231-398-2012 (Fax)  
[tkozal@manisteemi.gov](mailto:tkozal@manisteemi.gov)

## SPECIAL EVENT REQUEST

Please Print

The City **must** receive this form at least ninety (90) days prior to the date of the event. Forms received less than 90 days prior to the date of the event may result in denial of the request. You are requested to **submit a letter** with this form that details your Special Event.

Name of Event: Bed Race

Person(s)/Organization(s) making request: Manistee Area Chamber of Commerce

Non Profit                       For Profit                       Free to Attend

Contact Person: Stacie Bytwork

Phone Number: 231-723-2575

Address: 11 Cypress Street

Email Address: [stacie@manisteechamber.com](mailto:stacie@manisteechamber.com)

Date(s) of Event: July 7, 2019

Time of Event: 6:30 pm

### EVENT LOCATION

City Park(s):

Parking Lot(s):

City Street(s) Closure: Division Street by Wahr Hardware to Filer Street

### NUMBER OF UNITS PARTICIPATING For Parades

Marching/Walking:                      Driven:                      Other:

Assembly Starting Location: Division Street by Wahr Hardware

Destination/Finishing Point: Division Street and Filer Street

Route that the special event will follow (attach map)

### INSURANCE CERTIFICATE

The City of Manistee has been advised by our insurance carrier that when an event is held on City Properties we need to require an insurance certificate naming the City of Manistee as co-insured. An insurance certificate **must be filed at the time this Special Event Request form is filed**. The minimum amount that our insurance company will accept is \$1 million dollars of Liability Insurance. The Insurance Certificate, this form, and related correspondence should be sent to the attention of the Manistee City Police Department.

Signature:

Date: February 18, 2019

### Office Use Only

Recommendation/Forward to City Council for Approval

Notes:

Event does not utilize City Services/Property – Does not require Council Approval

Notes:

Signature:

Date:

This Section Completed by the Event Organizer				OFFICE USE ONLY
Item	Unit Price		Quantity	Total Cost
Picnic Tables	\$4.00	Each		
90 Gal Tote	\$12.00	Each		
Trash Can	\$5.00	Each		
Garbage Bags (case)	\$62.00	Each		
Barricades, horses	\$4.00	Each	4	
Traffic Cones	\$3.00	Each		
HC Signs	\$1.00	Each		
No Parking Signs	\$1.00	Each		
Standard Cones	\$1.00	Each		
Fence, Plastic	\$70.00	Per 50 feet		
Fence, Wood	\$90.00	Per 50 feet		
Grand Stand	\$80.00	Each		
Plywood	\$3.00	Each		
Grill	\$15.00	Each		
Festival Street Banners	\$10.00	Each		
Hang Banner	\$60.00	Each		
Relocate Bleachers	\$60.00	Each		
Other:	TBD			
Other:	TBD			
Other	TBD			
<b>Staff Charges (Office Use Only)</b> Hours will be logged and billed after event				OFFICE USE ONLY
<b>DPW/Parks Department Services</b>	<b>Cost</b>			
Restroom Cleaning	\$45.00	Per hour		
Restroom Cleaning (overtime rate)	\$60.00	Per hour		
Street Sweeping	\$25.00	Per Block		
Street Sweeping (overtime rate)	\$35.00	Per Block		
Safety Perimeter installation	\$10.00	Per 50 feet		
Beach Cleaning (overtime rate)	\$95.00	Per hour		
Other:	TBD			
Other:	TBD			
<b>Police Department Services</b>	<b>Cost</b>			
Per Officer	\$38.64	Per hour		
Per Officer (overtime rate)	\$50.61	Per hour		
Other:	TBD			
<b>Fire Department Services</b>	<b>Cost</b>			
Ambulance/Pumper	\$22.62	Per Hour		
Ambulance/Pumper (overtime rate)	\$29.07	Per Hour		
Other	TBD			
<b>SUB TOTAL</b>				
<b>Apply Discount Rate 0%</b>	25%	50%	100%	X %
<b>TOTAL</b>				



Tim Kozal, Director of Public Safety  
 Police Department  
 70 Maple Street  
 Manistee, MI 49660  
 231.723-2533 (phone)  
 231-398-2012 (Fax)  
[tkozal@manisteemi.gov](mailto:tkozal@manisteemi.gov)

## SPECIAL EVENT REQUEST

Please Print

The City **must** receive this form at least ninety (90) days prior to the date of the event. Forms received less than 90 days prior to the date of the event may result in denial of the request. You are requested to **submit a letter** with this form that details your Special Event.

Name of Event: Jaycees Summer Beach Bash

Person(s)/Organization(s) making request: Manistee Area Chamber of Commerce

Non Profit                                       For Profit                                       Free to Attend

Contact Person: Stacie Bytwork                                      Phone Number: 231-723-2575

Address: 11 Cypress Street                                      Email Address: [stacie@manisteechamber.com](mailto:stacie@manisteechamber.com)

Date(s) of Event: July 5, 2019                                      Time of Event: 7 pm - 1 am

### EVENT LOCATION

City Park(s): First Street Beach near the volleyball area

Parking Lot(s): First Street Beach Lots

City Street(s) Closure:

### NUMBER OF UNITS PARTICIPATING For Parades

Marching/Walking:                                      Driven:                                      Other:

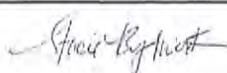
Assembly Starting Location:

Destination/Finishing Point:

Route that the special event will follow (attach map)

### INSURANCE CERTIFICATE

The City of Manistee has been advised by our insurance carrier that when an event is held on City Properties we need to require an insurance certificate naming the City of Manistee as co-insured. An insurance certificate **must be filed at the time this Special Event Request form is filed**. The minimum amount that our insurance company will accept is \$1 million dollars of Liability Insurance. The Insurance Certificate, this form, and related correspondence should be sent to the attention of the Manistee City Police Department.

Signature:                                       Date: February 18, 2019

### Office Use Only

Recommendation/Forward to City Council for Approval

Notes:

Event does not utilize City Services/Property – Does not require Council Approval

Notes:

Signature:                                      Date:

<b>This Section Completed by the Event Organizer</b>				<b>OFFICE USE ONLY</b>	
<b>Item</b>	<b>Unit Price</b>		<b>Quantity</b>	<b>Total Cost</b>	
Picnic Tables	\$4.00	Each	5		
90 Gal Tote	\$12.00	Each			
Trash Can	\$5.00	Each	3		
Garbage Bags (case)	\$62.00	Each			
Barricades, horses	\$4.00	Each			
Traffic Cones	\$3.00	Each	12		
HC Signs	\$1.00	Each			
No Parking Signs	\$1.00	Each			
Standard Cones	\$1.00	Each			
Fence, Plastic	\$70.00	Per 50 feet	7		
Fence, Wood	\$90.00	Per 50 feet			
Grand Stand	\$80.00	Each			
Plywood	\$3.00	Each			
Grill	\$15.00	Each			
Festival Street Banners	\$10.00	Each			
Hang Banner	\$60.00	Each			
Relocate Bleachers	\$60.00	Each			
Other:	TBD				
Other:	TBD				
Other	TBD				
<b>Staff Charges (Office Use Only)</b>				<b>OFFICE USE ONLY</b>	
<b>Hours will be logged and billed after event</b>					
<b>DPW/Parks Department Services</b>	<b>Cost</b>				
Restroom Cleaning	\$45.00	Per hour			
Restroom Cleaning (overtime rate)	\$60.00	Per hour			
Street Sweeping	\$25.00	Per Block			
Street Sweeping (overtime rate)	\$35.00	Per Block			
Safety Perimeter installation	\$10.00	Per 50 feet			
Beach Cleaning (overtime rate)	\$95.00	Per hour			
Other:	TBD				
Other:	TBD				
<b>Police Department Services</b>	<b>Cost</b>				
Per Officer	\$38.64	Per hour			
Per Officer (overtime rate)	\$50.61	Per hour			
Other:	TBD				
<b>Fire Department Services</b>	<b>Cost</b>				
Ambulance/Pumper	\$22.62	Per Hour			
Ambulance/Pumper (overtime rate)	\$29.07	Per Hour			
Other	TBD				
<b>SUB TOTAL</b>					
<b>Apply Discount Rate 0%</b>		25%	50%	100%	X %
<b>TOTAL</b>					



Tim Kozal, Director of Public Safety  
 Police Department  
 70 Maple Street  
 Manistee, MI 49660  
 231.723-2533 (phone)  
 231-398-2012 (Fax)  
[tkozal@manisteemi.gov](mailto:tkozal@manisteemi.gov)

## SPECIAL EVENT REQUEST

Please Print

The City must receive this form at least ninety (90) days prior to the date of the event. Forms received less than 90 days prior to the date of the event may result in denial of the request. You are requested to submit a letter with this form that details your Special Event.

Name of Event: Fireworks Show

Person(s)/Organization(s) making request: Manistee Area Chamber of Commerce

Non Profit                                       For Profit                                       Free to Attend

Contact Person: Stacie Bytwork                                      Phone Number: 231-723-2575

Address: 11 Cypress Street                                      Email Address: [stacie@manisteechamber.com](mailto:stacie@manisteechamber.com)

Date(s) of Event: July 4, 2019                                      Time of Event: 10:30 pm

### EVENT LOCATION

City Park(s): Douglas Park First Street Beach and Stub Pier

Please have the safety perimeter in place by noon on July 4th.

Parking Lot(s):

City Street(s) Closure:

### NUMBER OF UNITS PARTICIPATING For Parades

Marching/Walking:                                      Driven:                                      Other:

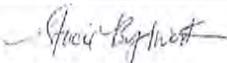
Assembly Starting Location:

Destination/Finishing Point:

Route that the special event will follow (attach map)

### INSURANCE CERTIFICATE

The City of Manistee has been advised by our insurance carrier that when an event is held on City Properties we need to require an insurance certificate naming the City of Manistee as co-insured. An insurance certificate **must be filed at the time this Special Event Request form is filed**. The minimum amount that our insurance company will accept is \$1 million dollars of Liability Insurance. The Insurance Certificate, this form, and related correspondence should be sent to the attention of the Manistee City Police Department.

Signature:                                       Date: February 18, 2019

### Office Use Only

Recommendation/Forward to City Council for Approval

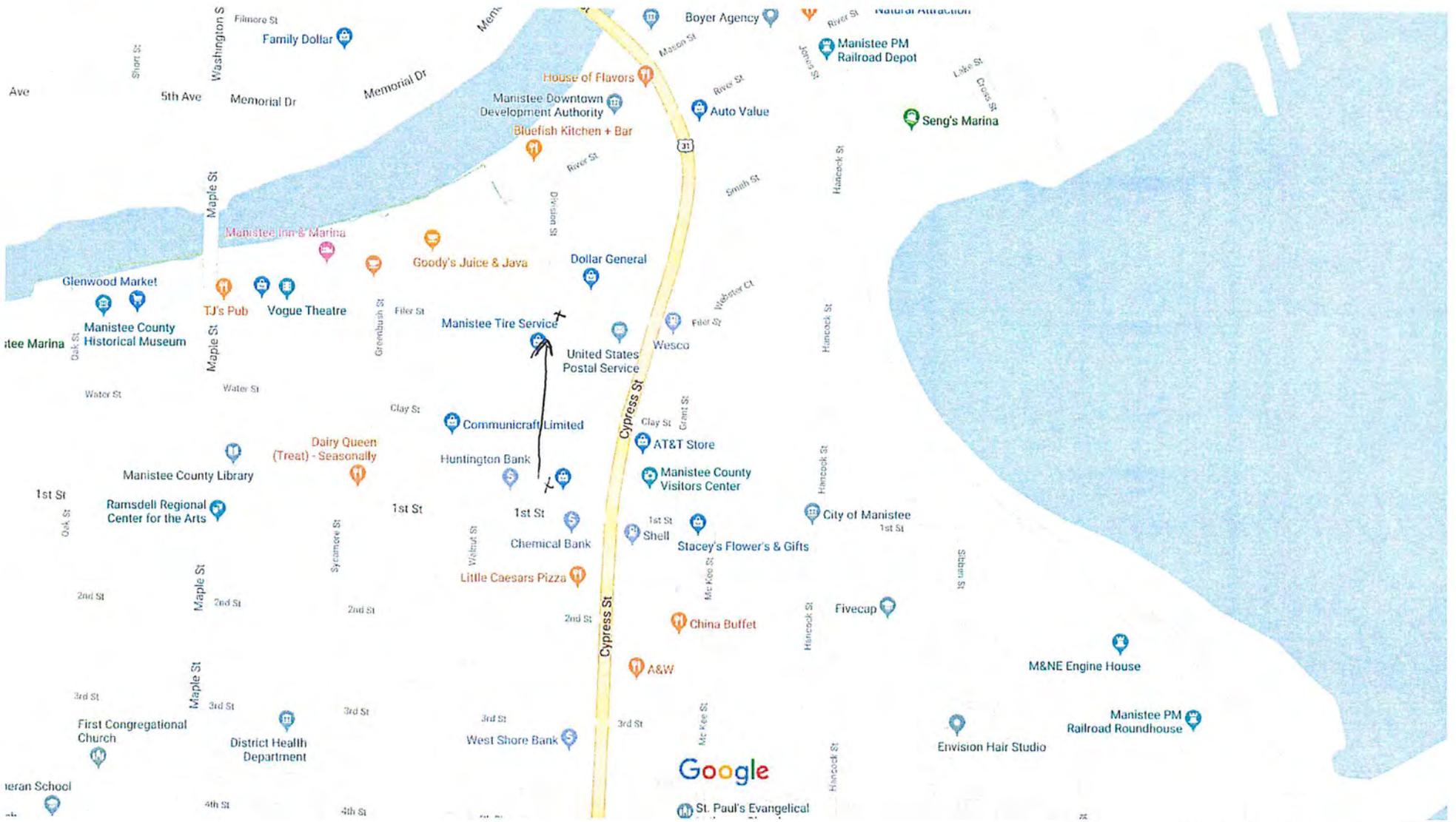
Notes:

Event does not utilize City Services/Property – Does not require Council Approval

Notes:

Signature:                                      Date:

<b>This Section Completed by the Event Organizer</b>				<b>OFFICE USE ONLY</b>	
<b>Item</b>	<b>Unit Price</b>		<b>Quantity</b>	<b>Total Cost</b>	
Picnic Tables	\$4.00	Each			
90 Gal Tote	\$12.00	Each			
Trash Can	\$5.00	Each			
Garbage Bags (case)	\$62.00	Each			
Barricades, horses	\$4.00	Each			
Traffic Cones	\$3.00	Each			
HC Signs	\$1.00	Each			
No Parking Signs	\$1.00	Each			
Standard Cones	\$1.00	Each			
Fence, Plastic	\$70.00	Per 50 feet			
Fence, Wood	\$90.00	Per 50 feet			
Grand Stand	\$80.00	Each			
Plywood	\$3.00	Each			
Grill	\$15.00	Each			
Festival Street Banners	\$10.00	Each			
Hang Banner	\$60.00	Each			
Relocate Bleachers	\$60.00	Each			
Other: Safety Perimeter	TBD		50		
Other:	TBD				
Other	TBD				
<b>Staff Charges (Office Use Only)</b> Hours will be logged and billed after event				<b>OFFICE USE ONLY</b>	
<b>DPW/Parks Department Services</b>	<b>Cost</b>				
Restroom Cleaning	\$45.00	Per hour			
Restroom Cleaning (overtime rate)	\$60.00	Per hour			
Street Sweeping	\$25.00	Per Block			
Street Sweeping (overtime rate)	\$35.00	Per Block			
Safety Perimeter installation	\$10.00	Per 50 feet			
Beach Cleaning (overtime rate)	\$95.00	Per hour			
Other:	TBD				
Other:	TBD				
<b>Police Department Services</b>	<b>Cost</b>				
Per Officer	\$38.64	Per hour			
Per Officer (overtime rate)	\$50.61	Per hour			
Other:	TBD				
<b>Fire Department Services</b>	<b>Cost</b>				
Ambulance/Pumper	\$22.62	Per Hour			
Ambulance/Pumper (overtime rate)	\$29.07	Per Hour			
Other	TBD				
<b>SUB TOTAL</b>					
<b>Apply Discount Rate 0%</b>		25%	50%	100%	X %
<b>TOTAL</b>					



# City of Manistee Police Department



70 Maple Street, Manistee, MI 49660-0358

[www.manisteemi.gov](http://www.manisteemi.gov)



TO: Thad Taylor, City Manager

DATE: March 12, 2019

FROM: Chief Timothy Kozal

RE: Special Event Request/Consideration for City Council

Grapes on the River is requesting consideration to hold the Grapes on the River event. This event will occur over the following date:

Saturday, August 10, 2019 from 4 p.m. – 8 p.m.

Setup for event will take place on Saturday August 10, 2019 at 9 a.m. with cleanup by Grapes on the River committee completed by Saturday, August 10, 2019 at 10 p.m.

Please see the attached document for proposed requested assistance, along with the time tables for that proposed assistance.

There are no objections to this event and present no special problems for the City.

Respectfully Submitted,

Timothy E. Kozal  
Manistee Director of Public Safety  
70 Maple Street  
Manistee, Michigan 49660  
Office: 231-398-2810



11 Cypress Street  
Manistee, MI 49660  
(231) 723-2575 Fax: (231) 723-1515  
contact@manisteechamber.com

February 19, 2019

Manistee City Council  
City Hall  
70 Maple Street  
Manistee, MI 49660

RE: 2019 Grapes on the River

Dear Mayor Zielinski and Council Members,

On behalf of the Grapes on the River Committee we are asking City Council to consider approval for use of public lands during the Grapes on the River event, which is scheduled for August 10, 2019 from 4 pm – 8 pm.

The event will take place on River Street between Water Street and Pine Street and on the grounds of the Manistee Municipal Marina. There will be wine, beer, spirits, art and food vendors set up under the tents on River Street, a band in the shuffle board area along with the art vendors.

Set up for the event will be 9 am on August 10th. Following the event by 10 pm on August 10th the fence will be taken down and rolled up, the tables, chairs, tents and barricades will be taken down. All trash will be cleaned up and the area will be left in the same condition as prior to the event.

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

Respectfully Submitted,

Stacie Bytwork  
President

Enclosure



growing. sustaining. connecting.





Tim Kozal, Director of Public Safety  
 Police Department  
 70 Maple Street  
 Manistee, MI 49660  
 231.723-2533 (phone)  
 231-398-2012 (Fax)  
[tkozal@manisteemi.gov](mailto:tkozal@manisteemi.gov)

## SPECIAL EVENT REQUEST

Please Print

The City **must** receive this form at least ninety (90) days prior to the date of the event. Forms received less than 90 days prior to the date of the event may result in denial of the request. You are requested to **submit a letter** with this form that details your Special Event.

Name of Event: Grapes on the River

Person(s)/Organization(s) making request: Manistee Area Chamber of Commerce

Non Profit                       For Profit                       Free to Attend

Contact Person: Stacie Bytwork                      Phone Number: 231-723-2575

Address: 11 Cypress Street                      Email Address: [stacie@manisteechamber.com](mailto:stacie@manisteechamber.com)

Date(s) of Event: August 10, 2019                      Time of Event: 4 pm - 8 pm

### EVENT LOCATION

City Park(s): Manistee Municipal Marina

Parking Lot(s):

City Street(s) Closure: We are requesting no parking signs and barricades be put up on Friday, August 9th by 5 pm on the River Street by the Manistee Municipal Marina where the tents will be set up. The Streets will be closed from 9 am - 10 pm on August 10th.

### NUMBER OF UNITS PARTICIPATING For Parades

Marching/Walking:                      Driven:                      Other:

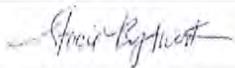
Assembly Starting Location:

Destination/Finishing Point:

Route that the special event will follow (attach map)

### INSURANCE CERTIFICATE

The City of Manistee has been advised by our insurance carrier that when an event is held on City Properties we need to require an insurance certificate naming the City of Manistee as co-insured. An insurance certificate **must be filed at the time this Special Event Request form is filed**. The minimum amount that our insurance company will accept is \$1 million dollars of Liability Insurance. The Insurance Certificate, this form, and related correspondence should be sent to the attention of the Manistee City Police Department.

Signature:                       Date: February 18, 2019

### Office Use Only

Recommendation/Forward to City Council for Approval

Notes:

Event does not utilize City Services/Property – Does not require Council Approval

Notes:

Signature:                      Date:

This Section Completed by the Event Organizer				OFFICE USE ONLY
Item	Unit Price		Quantity	Total Cost
Picnic Tables	\$4.00	Each	6	24.00
90 Gal Tote	\$12.00	Each		
Trash Can	\$5.00	Each	4	20.00
Garbage Bags (case)	\$62.00	Each		
Barricades, horses	\$4.00	Each	4	16.00
Traffic Cones	\$3.00	Each		
HC Signs	\$1.00	Each		
No Parking Signs	\$1.00	Each	6	6.00
Standard Cones	\$1.00	Each		
Fence, Plastic	\$70.00	Per 50 feet	40	2,800.00
Fence, Wood	\$90.00	Per 50 feet		
Grand Stand	\$80.00	Each		
Plywood	\$3.00	Each		
Grill	\$15.00	Each		
Festival Street Banners	\$10.00	Each		
Hang Banner	\$60.00	Each	1	60.00
Relocate Bleachers	\$60.00	Each		
Other:	TBD			
Other:	TBD			
Other	TBD			
<b>Staff Charges (Office Use Only)</b> Hours will be logged and billed after event				OFFICE USE ONLY
<b>DPW/Parks Department Services</b>		<b>Cost</b>		
Restroom Cleaning	\$45.00	Per hour		
Restroom Cleaning (overtime rate)	\$60.00	Per hour		
Street Sweeping	\$25.00	Per Block		
Street Sweeping (overtime rate)	\$35.00	Per Block		
Safety Perimeter installation	\$10.00	Per 50 feet		
Beach Cleaning (overtime rate)	\$95.00	Per hour		
Other:	TBD			
Other:	TBD			
<b>Police Department Services</b>		<b>Cost</b>		
Per Officer	\$38.64	Per hour		USE OF ON DUTY CREW 2 OFFICERS @ 2 HRS EACH \$154.56 TOTAL
Per Officer (overtime rate)	\$50.61	Per hour		
Other:	TBD			
<b>Fire Department Services</b>		<b>Cost</b>		
Ambulance/Pumper	\$22.62	Per Hour		
Ambulance/Pumper (overtime rate)	\$29.07	Per Hour		
Other	TBD			
			<b>SUB TOTAL</b>	\$3080.56
<b>Apply Discount Rate 0%</b>		25% 50% 100%	X	%
			<b>TOTAL</b>	\$ 3,080.56



