

# MANISTEE CITY COUNCIL

## MEETING AGENDA

TUESDAY, MAY 7, 2019 – 7:00 P.M. – COUNCIL CHAMBERS

**I. Call to Order.**

- a.) PLEDGE OF ALLEGIANCE.
- b.) ROLL CALL.

**II. Public Hearings.**

**III. Citizen Comments on Agenda Related Items.**

**IV. Consent Agenda.** All agenda items marked with an asterisk (\*) are on the consent agenda and considered by the City Manager to be routine matters. Prior to approval of the Consent Agenda, any member of Council may have an item from the Consent Agenda removed and taken up during the regular portion of the meeting. Consent agenda items include:

- V. Approval of Minutes.
- VI. a.) Cash Balances.
  - b.) Quarterly Financial Update.
  - c.) Quarterly Investment Update
- VII. a.) Consideration of Zoning Ordinance Amendment Z19-01 Article 5 Section 514 (E).
- IX. b.) Notification Regarding Next Work Session.

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

**\*V. Approval of Minutes.** Approval of the minutes of the April 16, 2019 regular meeting and the April 16, 2019 work session as attached.

**VI. Financial Report.**

- \*a.) CASH BALANCES.

\*b.) QUARTERLY FINANCIAL UPDATE.

\*c.) QUARTERLY INVESTMENT UPDATE.

**VII. Unfinished Business.**

\*a.) CONSIDERATION OF ZONING ORDINANCE AMENDMENT Z19-01 ARTICLE 5, SECTION 514 (E).

At their March 20, 2019 Planning Commission meeting a public hearing was held to amend Article 5 Section 514 (E) to replace the work “painted” with “approved.” The Planning Commission is recommending approval of this zoning amendment.

As an ordinance two separate readings are required. This ordinance was introduced at the April 16, 2019 meeting and could be adopted at this time.

At this time Council could take action to adopt Zoning Ordinance Z19-01 amending Article 5 Section 514 (E) replacing “painted” with “approved.”

**VIII. New Business.**

a.) CONSIDERATION OF APPROVING THE DOWNTOWN DEVELOPMENT AUTHORITY PROPOSED BUDGET FOR FISCAL YEAR 2019-2020.

The City of Manistee is required by state statute to approve the budget of the Downtown Development Authority (DDA) before it can be adopted by the Downtown Development Board. The DDA presented their proposed budget to City Council at the April 16, 2019 City Council work session. If approved by Council, the Downtown Development Authority Board must still hold a public hearing on their budget and vote to adopt it.

At this time Council could take action to approve the Downtown Development Authority’s proposed budget for Fiscal Year 2019-2020.

b.) CONSIDERATION OF ADOPTING THE 2019-2010 BUDGET AND CAPITAL IMPROVEMENT PLAN.

Under Section 7-4 of the Charter, the annual budget must be adopted before May 15 of each year. The budget has been the subject of multiple work sessions and a public hearing.

At this time Council could take action to adopt a resolution approving the 2019-2020 Budget and Capital Improvement Plan for the City of Manistee.

c.) CONSIDERATION OF DESIGNATING THE CITY CLERK AS THE TITLE VI NON-DISCRIMINATION PLAN COORDINATOR.

On January 21, 2014 City Council adopted the Title VI Non-Discrimination Plan and specifically named City Clerk Michelle Wright as the Title VI Coordinator. Upon Ms. Wright's retirement the new City Clerk took over the responsibility of making sure the City remains in compliance with Title VI. It is requested that Council change the Title VI Coordinator to be designated as the City Clerk, regardless of who holds the position.

At this time Council could take action to designate the City Clerk as the Title VI Non-Discrimination Plan Coordinator; and authorize the Mayor and City Clerk to sign the document.

d.) CONSIDERATION OF AMENDMENTS TO COUNCIL GUIDELINES CP-10.

Amendments to Council Guidelines Policy CP-10 are being recommended to reflect Council's decision to appoint the City Manager, rather than the Mayor, to the Downtown Development Authority and to add the newly created Downtown Development Authority Citizens Council under Mayoral appointments.

At this time Council could take action to amend CP-10, Section 21 Committees to add the Downtown Development Authority Citizens Council and Section 22 Appointments to strike the language that appoints the Mayor to the Downtown Development Authority.

e.) CONSIDERATION OF A LOT SPLIT, 170 GLOCHESKI DRIVE, PARCEL 51-190-143-00.

The applicant, Greg Ferguson, is requesting to split 170 Glocheski Drive into two parcels, with one lot being 42,688 square feet and the other lot 121,096 square feet. The Planning Commission has reviewed and recommends this action.

At this time Council could take action to approve a lot split for Greg Ferguson, 170 Glocheski Drive, parcel 51-190-143-00 into two separate lots.

f.) CONSIDERATION OF AUTHORIZING A CONSUMERS ENERGY JOINT APPLICATION FOR MANISTEE RIVER CHANNEL SAMPLING.

Consumers Energy wants to collect sediment samples and inspect rip-rap in the Manistee River channel adjacent to property owned by the City of Manistee. To perform the work Consumers Energy needs to file a joint permit application with the Army Corps of Engineers and the Michigan Department of Environmental Quality.

A condition of the joint application is a letter of authorization by the City of Manistee as the work will occur adjacent to property owned by the City.

At this time Council could take action to authorize the Mayor to sign a letter authorizing Consumers Energy to file a joint permit application.

g.) CONSIDERATION OF AN AGREEMENT WITH SAFE BUILT MICHIGAN, TO PERFORM BUILDING PLAN REVIEW SERVICES AND INSPECTIONS.

SAFEbuilt Michigan, LLC was one of four companies that responded to the City's Request for Proposal for professional building plan review services and professional building inspection services. It was determined that SAFEbuilt Michigan, LLC provided the best option for the City based on a review of all proposals and contact with four municipalities currently utilizing their services. The City Attorney has reviewed and approved the contract.

At this time Council could take action to authorize the Mayor to sign the professional services agreement that will allow SAFEbuilt Michigan, LLC to perform building plan review and building inspection services for the City of Manistee.

h.) CONSIDERATION OF A RESOLUTION CHANGING DATES FOR THE JULY AND DECEMBER BOARD OF REVIEW.

The Board of Review meets in July and December. As a contractor, Great Lakes Assessing is unable to attend BOR meetings in all of their contracted municipalities on the same date. The State of Michigan allows municipalities to select alternate dates.

At this time Council could take action to select alternate dates for the July and December Board of Review: Wednesday, July 17 and Wednesday, December 11, 2019; and authorize the Mayor and Clerk to sign the resolution.

i.) CONSIDERATION OF A RESOLUTION TO ALLOW THE JULY AND DECEMBER BOARD OF REVIEW TO GRANT PRIOR YEAR PRINCIPAL RESIDENCE EXEMPTIONS.

The resolution gives the July and December Board of Review authority to grant Principal Residence Exemptions for prior years with a signed request.

At this time Council could take action to authorize the Mayor and Clerk to sign a resolution allowing the July and December Board of Review to grant Principal Residence Exemptions to benefit the taxpayers of Manistee.

j.) CONSIDERATION OF THE PIER FOUNDATION RUN THE PIER 5K RACE.

The Pier Foundation is planning a Run the Pier 5K Race fundraiser on Saturday, August 10, 2019. The event will begin and end in the Memorial parking lot. The race will require street closures on Fifth Avenue, Monroe Street, and Lakeshore for approximately one hour.

At this time Council could take action to approve the request to use City services, parks, and streets for the Pier Foundation Run the Pier 5K Race on August 10, 2019; subject to appropriate departmental approvals.

k.) CONSIDERATION OF USDA RURAL DEVELOPMENT FORM 442-7 OPERATING BUDGET AND PROJECTED CASH FLOW.

As part of the process of obtaining a low interest wastewater loan from USDA Rural Development, the City is required to submit a Form 442-7 Operating Budget and Projected Cash Flow that must be approved by City Council.

At this time Council could take action to approve USDA Rural Development Form 442-7 Operating Budget and Projected Cash Flow and authorize the Mayor and Clerk to execute the form.

l.) CONSIDERATION OF LICENSE AGREEMENT WITH CONSUMERS ENERGY FOR ENVIRONMENTAL TESTING AND REMEDIATION ON CITY PROPERTY.

Consumers Energy is requesting a license agreement for a piece of City property along the river channel behind the American Legion Post on Mason Street; directly west of the property where Consumers is currently performing remediation efforts.

The license agreement is necessary as the shoreline stabilization required will extend beyond the boundaries of the property Consumers Energy is remediating and onto the City parcel.

At this time Council could take action to approve a license agreement with Consumers Energy.

m.) CONSIDERATION OF ADOPTING RESOLUTION 19-11 ESTABLISHING ORDINANCE FEES.

The City Attorney has drafted Resolution 19-11 establishing Application and Renewal License Fees for Recreational Marijuana Establishments. The City Attorney has also provided Council with a memorandum outlining the various

increase in services required of City Departments in connection with the licensing of Recreational Marihuana Establishments in the City. The memo and resolution support a \$5,000 application and renewal license fee for Recreational Marihuana Establishments.

At this time Council could take action to adopt Resolution 19-11 establishing ordinance fees.

n.) CONSIDERATION OF ADOPTING CHAPTER 867 RECREATIONAL MARIHUANA.

The City Attorney has drafted ordinance 19-14, Chapter 867 Recreational Marihuana, to address the authorization of marihuana establishments, operational standards for marihuana grower establishments, safety compliance establishments, secure transporter establishments, microbusiness establishments, and marihuana retailers within the City of Manistee. Authorization for the ordinance adoption comes from Initiated Law 1 of 2018 as was approved by voters at the November 6, 2018 election.

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.

At this time Council could take action to introduce Ordinance 19-14, Chapter 867 Recreational Marihuana.

o.) CONSIDERATION OF ORDINANCE 19-15 AMENDING CHAPTER 288 PEG COMMISSION.

The PEG Commission has had difficulty attracting new members and establishing a quorum for its meetings. Consequently the PEG Commission has requested that the City consider reducing the number of members from seven to five. The hope is that the reduced number will make finding new members more manageable and also allow for the presence of three members to establish a quorum for meetings. The City Attorney has prepared Ordinance 19-15 to address the requests of the PEG Commission.

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.

At this time Council could take action to introduce Ordinance 19-15 Chapter 288 PEG Commission.

p.) CONSIDERATION OF ORDINANCE 19-16 AMENDMENT TO CHAPTER 282 DOWNTOWN DEVELOPMENT AUTHORITY.

The Downtown Development Authority Act was repealed and replaced with similar provisions with the Recodified Tax Increment Financing Act. Ordinance 19-16 corrects Chapter 282 by reflecting the correct authorizing legislation for the DDA. In addition, the Ordinance reflects that the Chief Executive Officer for the City is the Mayor, while the current view is that the proper person to identify as the Chief Executive Officer for the City of Manistee is the City Manager.

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.

At this time Council could take action to introduce Ordinance 19-15 Chapter 282 Downtown Development Authority.

q.) CONSIDERATION OF BUDGET AMENDMENT 2019-3 FOR FISCAL YEAR END JUNE 30, 2019.

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

At this time Council could take action to adopt budget amendment 2019-3 for fiscal year ending June 30, 2019.

r.) CONSIDERATION OF APPLICATIONS TO BOARDS AND COMMISSIONS.

The City Clerk has taken action to advertise vacancies on the Downtown Development Authority Citizens Council, Harbor Commission, Historic District Commission, PEG Commission, and the Zoning Board of Appeals.

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

The following applications have been received:

\*Incumbent

**DOWNTOWN DEVELOPMENT AUTHORITY CITIZENS COUNCIL** – Nine vacancies, applicants must be residents of the DDA and shall be at least 18 years of age. This is a new advisory board to the DDA and the City of Manistee in the adoption of the development or tax increment financing plans; Mayoral appointment.

Dennis terHorst, 63 Clay Street  
Paul Gavlinski, 80 Washington Street, Unit 16

**HARBOR COMMISSION** – Two vacancies, one term ending 10/31/20 and one term ending 10/31/21. Two members can be non-residents but must own real estate or a business or profession having a licensed business location in the City; Council appointment.

Tracey Lindeman, 308 River Street

At this time the Mayor and Council could take action to make appointments as noted above.

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

a.) A REPORT FROM THE CITY ASSESSOR.

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

At this time Ms. Molly Whetstone will report on the activities of the Assessor's Office 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, May 14, 2019 at 7:00 p.m. A discussion will be conducted on Housing Commission Rental Inspection Program, Discussion with DDA on expectations, PRT Housing Approach discussion, Fablite expansion; and such business as may come before Council.

No action is required on this item.

c.) DISCUSSION ON RIVERWALK EROSION.

DPW Director Jeff Mikula and Engineer of Record Shawn Middleton will make a presentation on Riverwalk repairs, riverbank erosion, and scope of work.

**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 – April 16, 2019
- 2. Council Work Session Minutes – April 16, 2019
- 3. Cash Balances Report
- 4. Quarterly Financial Update
- 5. Quarterly Investment Update
- 6. Budget Adoption Resolution
- 7. Designate Title VI Plan Coordinator
- 8. Council Guidelines Amendments
- 9. Ferguson Lot Split
- 10. Consumers Energy Permit Application Letter
- 11. SAFEbuilt Agreement
- 12. Board of Review Meeting Dates
- 13. Board of Review PRES
- 14. Run the Pier 5K Race
- 15. USDA Form 442-7
- 16. Consumers Energy License Agreement
- 17. Resolution 19-11 Establishing Fees
- 18. Chapter 867 Recreational Marihuana
- 19. Chapter 288 PEG Commission
- 20. Chapter 282 Downtown Development Authority
- 21. Budget Amendment 2019-3
- 22. Board and Commission Applications

---

## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – APRIL 16, 2019

---

A regular meeting of the Manistee City Council was called to order by his honor, Mayor Roger Zielinski on Tuesday, April 16, 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, James Grabowski and Erin Pontiac

**ABSENT:**

**ALSO PRESENT:** City Manager – Thad Taylor, City Attorney – George Saylor, Deputy Clerk – Lora Laurain, DPW Director – Jeff Mikula, Finance Director – Edward Bradford, City Planning and Zoning Administrator – Rob Carson and City Engineer – Shawn Middleton

### **PUBLIC HEARING ON THE 2019-2020 BUDGET AND CAPITAL IMPROVEMENT PLAN**

The City fiscal year runs from July 1 through June 30. Under Section 7-4 of the Charter, a public hearing is required on the budget which must be adopted not later than May 15 of each year.

A work session was held on Tuesday, April 9 with an additional work session scheduled for later this evening. Optional work sessions are scheduled for Tuesday, April 23 and Tuesday, April 30, 2019. The Budget Calendar anticipates adoption of the budget at the May 7, 2019 meeting.

At this time the public has an opportunity to comment on the 2019-2020 Budget and Capital Improvement Plan.

No public comment.

### **CITIZEN COMMENTS ON AGENDA RELATED ITEMS**

None.

### **CONSENT AGENDA**

- Minutes - April 2, 2019 - Regular Meeting  
April 9, 2019 - Work Session
  
- Financial Reports
  - Payroll March 2019
  - Invoices March 2019
  
- NOTIFICATION REGARDING NEXT WORK SESSIONS – April 23, 2019, 7:00 pm and April 30, 2019, 7:00 pm  
Discussions will be conducted on the 2019-2010 Budget and Capital Improvement Plan; and such business as may come before Council.

---

## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – APRIL 16, 2019

---

- **CONSIDERATION OF A LETTER OF SUPPORT FOR THE MANISTEE COUNTY COUNCIL ON AGING**  
The Manistee County Council on Aging (MCCOA) is requesting a letter of support from the City Council for their Wagoner Center project. The MCCOA is seeking various grant opportunities and letters of support are needed as part of the application process.
- **CONSIDERATION OF A LETTER OF SUPPORT FOR THE MANISTEE SAINTS**  
The Manistee Saints are requesting a letter of support from City Council for their grant applications to the Manistee County Community Foundation. The grant request is to help fund repairs and maintenance needs at the Reitz Park baseball field.
- **CONSIDERATION OF ANNUAL MANISTEE LIONS WHITE CANE FUNDRAISER**  
The Manistee Lions Club is requesting permission to hold their annual White Cane fundraiser at various locations in the City of Manistee on Friday, May 3, 2019. This fundraiser helps support their service projects in the Manistee community.

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

With a roll call vote this motion passed unanimously.

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

**NAYS:** *None*

### **CONSIDERATION OF ZONING ORDINANCE AMENDMENT Z19-01 ARTICLE 5 SECTION 514 (E)**

At their March 20, 2019 Planning Commission meeting a public hearing was held to amend Article 5 Section 514 (E) to replace the work “painted” with “approved.” The Planning Commission is recommending approval of this zoning amendment.

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

MOTION by Szymanski, second by Cooper to introduce Zoning Ordinance Z19-01 amending Article 5 Section 514 (E) replacing “painted” with “approved.”

With a roll call vote this motion passed unanimously.

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

**NAYS:** *None*

### **CONSIDERATION OF THIRD AMENDMENT TO THE SITE LEASE WITH T-MOBILE CENTRAL LLC AT THE INDUSTRIAL PARK WATER TOWER**

The City has an existing lease with T-Mobile Central, LLC for space at the Industrial Park water tower to accommodate cellular telephone antennas and related equipment. T-Mobile has made a request to upgrade some of their equipment at the site and slightly expand the leased premises.

---

## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – APRIL 16, 2019

---

The City has negotiated a lease amendment with an 11% increase in rent. Annual rental will now be \$18,000 with a 2.75% annual escalator. The City Attorney has reviewed and approved the agreement.

MOTION by Grabowski, second by Szymanski to approve a Third Amendment to Site Lease with T-Mobile Central, LLC and authorize the Mayor to execute the document.

With a roll call vote this motion passed unanimously.

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

**NAYS:** *None*

### CONSIDERATION OF A NEW CRIMINAL ORDINANCE PROSECUTION AGREEMENT WITH MIKA MEYERS PLC

The City's agreement with Mika Meyers, PLC expired on December 31, 2018. Mika Meyers has continued to represent the City under the provisions of the expired agreement. Staff worked with Mika Meyers on a new agreement that runs from January 1, 2019 through June 30, 2020; with the possibility of two (2) one year extensions.

MOTION by Beaton, second by Cooper to approve a new agreement with Mika Meyers, PLC for the prosecution of misdemeanor ordinance violations.

With a roll call vote this motion passed unanimously.

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

**NAYS:** *None*

### CONSIDERATION OF A MDOT LOCAL BRIDGE FUNDING APPLICATION

Maple Street Bridge is a bascule bridge and classified as a complex bridge by the Michigan Department of Transportation (MDOT) and the Federal Highway Administration (FHA). The bridge is owned and operated by the City of Manistee. The City is applying for funding to assist with preventative maintenance work consisting of concrete repairs, painting, electrical, and miscellaneous repairs.

MOTION by Szymanski, second by Pontiac to approve the Authorizing Resolution to apply for up to \$750,000 in MDOT Local Bridge Funds with the City Major Street Fund providing matching funds at or above the minimum 5%; and authorize the City Manager to execute the application.

With a roll call vote this motion passed unanimously.

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

**NAYS:** *None*

---

## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – APRIL 16, 2019

---

### CONSIDERATION OF A CONTRACT WITH MDOT FOR THE RECONSTRUCTION OF TWELFTH STREET FROM MAPLE TO US-31

The City successfully applied for a \$375,000 Small Urban grant to reconstruct a portion of Twelfth Street. MDOT has bid the project and requires entering into a contract to administer the construction project.

MOTION by Goodspeed, second by Pontiac to approve the authorizing resolution to enter into a Local Agency contract with the Michigan Department of Transportation for the reconstruction of Twelfth Street from Maple to US-31.

With a roll call vote this motion passed unanimously.

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

**NAYS:** *None*

### CONSIDERATION OF A COMMUNITY FOUNDATION GRANT APPLICATION TO RESURFACE FIRST STREET BEACH TENNIS COURTS

The City of Manistee owns three tennis court facilities within our park system. In 2018 a focus group organized by the Manistee County Community Foundation (MCCF) recommended that First Street Beach was the most cost effective of the facilities to upgrade. The project would include resurfacing and restriping four tennis courts, with improved netting, fencing, and new barrier free access to the facility. The total project amount is estimated at \$67,200; with a grant request of \$39,700.

MOTION by Goodspeed, second by Szymanski to authorize submitting a grant application to the Manistee County Community Foundation to renovate the First Street Beach tennis courts.

With a roll call vote this motion passed unanimously.

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

**NAYS:** *None*

### CONSIDERATION OF APPLICATIONS TO BOARDS AND COMMISSIONS

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

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

The following applications have been received:

\*Incumbent

Board of Review – One *alternate* vacancy, term ending 12/31/19. Applicants must be City taxpayers and registered to vote in the City, Council appointment.

---

## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – APRIL 16, 2019

---

Angela M. Tabor, 523 Second Street

MOTION by Goodspeed to appoint Angela Tabor to the Board of Review as an Alternate term ending 12/31/19.

With a roll call vote this motion passed unanimously.

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

**NAYS:** *None*

### **A REPORT FROM THE ALTERNATIVES FOR AREA YOUTH**

Ms. Sheila Kaminski reported on the activities of the Alternatives for Area Youth and responded to questions the Council had regarding their activities.

### **CONSIDERATION OF A RESOLUTION, ADMINISTRATIVE PROFESSIONALS WEEK AND DAY**

In recognition of the contributions to the workplace provided by all Office Professionals, a resolution has been prepared proclaiming the week of April 22-26, 2019 as Administrative Professionals Week and Wednesday, April 24, 2019 as Administrative Professionals Day in the City of Manistee.

MOTION by Beaton, second by Pontiac to proclaim the week of April 22-26, 2019 as Administrative Professionals Week and Wednesday, April 24, 2019 as Administrative Professionals Day in the City of Manistee.

With a roll call vote this motion passed unanimously.

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

**NAYS:** *None*

### **CITIZEN COMMENT**

None.

### **OFFICIALS AND STAFF**

None.

### **COUNCILMEMBERS**

Pontiac asked Public Safety whether the City police officers worked on a recent shooting incident in Mason County. Pontiac also presented birthday cards and service anniversary cards to City employees and thanked Police and Fire Depts. for their recent presence at the Armory Youth Center.

## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – APRIL 16, 2019

---

Goodspeed thanked the City Fire Dept. for their recent work.

Zielinski wished everyone a Happy and safe Easter.

### **ADJOURN**

MOTION to adjourn was made by Goodspeed. Meeting adjourned at 7:42 pm.

Lora Y Laurain  
City Deputy Clerk

DRAFT

**MANISTEE CITY COUNCIL  
WORK SESSION  
MINUTES OF APRIL 16, 2019**

The Manistee City Council met in a work session on Tuesday, April 16, 2019 at 7:47 pm, following the regular City Council meeting, 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

***DISCUSSION ON FISCAL YEAR 2019-2020 DOWNTOWN DEVELOPMENT AUTHORITY BUDGET –***  
DDA Interim Director Tom Kaminski and several DDA Board members presented the proposed DDA Budget. Revenue items included: TIF, Committee revenue and Event revenue (Spark, Hops & Props and Sleighbell) along with fund balance usage. Expense items presented included: Payroll and possible contracted services, streetscape bond, audit, accounting, bank fees, legal fees, hanging baskets, City contract, landscaping, annual City fee, holiday decorations, maintenance, Riverwalk maintenance, façade grant, property acquisition and promotion committee.

DDA board members reported that they are in the process of interviewing applicants for a 30 hour per week administrative position but have not determined the complete staffing formulation as of yet. The DDA Board is currently working on their future economic development plan.

Discussion included the annual payment to the City of Manistee. Both the DDA Board and City Staff are satisfied with the proposed amount of \$22,000 but agreed that going forward it would be helpful to have a formula with an escalator in place.

Consensus: City Councilmembers were satisfied with the proposed 2019/2020 DDA Budget and proposed 2019/2020 City of Manistee Budget and directed staff to cancel the budget Work Sessions scheduled for 4/23/19 and 4/30/19.

Adjourned at approximately 8:35 pm.

Respectfully submitted,

Lora Y Laurain  
Deputy Clerk

FROM 03/01/2019 TO 03/31/2019

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

CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 03/01/2019	Total Debits	Total Credits	Ending Balance 03/31/2019
Fund 101	GENERAL FUND				
001.000	CASH - CHECKING	82,814.38	588,172.18	979,193.70	(308,207.14)
001.001	CASH - RESTRICTED	27,102.00	401,628.80	401,628.80	27,102.00
001.002	CASH - ESCROW	98,169.99	500.00	0.00	98,669.99
003.000	CASH - CERTIFICATES OF DEPOSIT	200,000.00	0.00	0.00	200,000.00
004.000	CASH - PETTY	853.78	36.99	110.76	780.01
017.000	INV - MI CLASS	1,689,060.48	3,662.72	0.00	1,692,723.20
	GENERAL FUND	2,098,000.63	994,000.69	1,380,933.26	1,711,068.06
Fund 202	MAJOR STREET FUND				
001.000	CASH - CHECKING	131,615.50	95,629.02	36,415.16	190,829.36
017.000	INV - MI CLASS	560,044.98	1,214.44	0.00	561,259.42
	MAJOR STREET FUND	691,660.48	96,843.46	36,415.16	752,088.78
Fund 203	LOCAL STREET FUND				
001.000	CASH - CHECKING	57,352.56	43,625.37	28,443.24	72,534.69
017.000	INV - MI CLASS	50,438.92	109.41	0.00	50,548.33
	LOCAL STREET FUND	107,791.48	43,734.78	28,443.24	123,083.02
Fund 204	MUNICIPAL STREET FUND				
001.000	CASH - CHECKING	50,371.82	0.00	0.00	50,371.82
Fund 226	CITY REFUSE FUND				
001.000	CASH - CHECKING	(21,080.12)	33,337.81	40,640.48	(28,382.79)
004.000	CASH - PETTY	(15.00)	0.00	0.00	(15.00)
017.000	INV - MI CLASS	100,877.92	218.74	0.00	101,096.66
	CITY REFUSE FUND	79,782.80	33,556.55	40,640.48	72,698.87
Fund 245	OIL & GAS FUND				
001.000	CASH - CHECKING	173,219.27	3,633.15	0.00	176,852.42
001.020	CASH - MONEY MARKET	481,865.84	0.00	42,613.17	439,252.67
	OIL & GAS FUND	655,085.11	3,633.15	42,613.17	616,105.09
Fund 272	PEG COMMISSION				
001.000	CASH - CHECKING	12,627.39	0.00	0.00	12,627.39
Fund 275	GRANT MANAGEMENT FUND				
001.000	CASH - CHECKING	417.97	0.00	0.00	417.97
Fund 430	CAPITAL IMPROVEMENT FUND				
001.000	CASH - CHECKING	63,938.72	0.00	14,494.87	49,443.85
Fund 496	RENAISSANCE PARK				
001.000	CASH - CHECKING	57.27	0.00	0.00	57.27
Fund 501	BOAT LAUNCH FUND				
001.000	CASH - CHECKING	26,005.82	1,040.00	405.51	26,640.31
Fund 592	WATER & SEWER UTILITY				
001.000	CASH - CHECKING	659,471.58	359,054.99	618,724.68	399,801.89
001.002	CASH - ESCROW	52,100.00	1,500.00	1,200.00	52,400.00
017.000	INV - MI CLASS	13.51	14.90	0.00	28.41
017.002	INV - MI CLASS 2017 W&S RVBD	308,946.28	669.94	0.00	309,616.22
017.004	INV - MI CLASS W&S RESTRICTED	438,277.92	950.41	0.00	439,228.33
017.005	INV - MI CLASS BOND DEBT RESERVE	555,734.92	1,190.20	0.00	556,925.12
	WATER & SEWER UTILITY	2,014,544.21	363,380.44	619,924.68	1,757,999.97
Fund 594	MARINA FUND				
001.000	CASH - CHECKING	418,169.00	1,834.32	421,359.34	(1,356.02)
001.001	CASH - RESTRICTED	86,944.81	401,628.80	0.00	488,573.61
001.002	CASH - ESCROW	900.00	400.00	0.00	1,300.00

CASH SUMMARY BY ACCOUNT FOR MANISTEE CITY

FROM 03/01/2019 TO 03/31/2019

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

CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 03/01/2019	Total Debits	Total Credits	Ending Balance 03/31/2019
	MARINA FUND	506,013.81	403,863.12	421,359.34	488,517.59
Fund 661	MOTOR POOL FUND				
001.000	CASH - CHECKING	43,186.99	38,890.71	76,520.77	5,556.93
017.000	INV - MI CLASS	363,209.38	787.62	0.00	363,997.00
	MOTOR POOL FUND	406,396.37	39,678.33	76,520.77	369,553.93
Fund 703	CURRENT TAX COLLECTION				
001.000	CASH - CHECKING	997,348.57	2.31	1,003,242.69	(5,891.81)
Fund 705	DELINQUENT TAX COLLECTION				
001.000	CASH - CHECKING	810.01	0.00	0.00	810.01
	TOTAL - ALL FUNDS	7,710,852.46	1,979,732.83	3,664,993.17	6,025,592.12



## Administrative Services

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

---

**Memo to:** Thad Taylor, City Manager  
**From:** Ed Bradford, CFO *EB*  
**Re:** March 31, 2019 Third Quarter Financial Update  
**Date:** April 30, 2019

---

This memo will serve as an update on where we are financially as of March 31, 2019 and discuss any developments that may impact projected year-end financial performance. It will focus on the primary city activities as captured by the following funds:

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

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

### **General Fund - 101**

General fund revenues are currently at 82.7% of budget. Overall, most items are in line with the budgetary and timing assumptions. Business registrations may come in lower than budgeted because of slower than expected progress in medical marijuana licensing. Fines and forfeits are lagging and will come in under expectations. Interest income will surpass budget at year end due to rising rates. Insurance settlement is higher due to our HazMat and City Hall water incidents; however, this will be offset by increased costs.

General fund expenditures are at 73.2% of budget. This is also generally in line with budget and timing assumptions, with a few notable exceptions. Labor attorney costs are higher, due to labor negotiations, arbitration and policy work. Building repairs and maintenance are higher due to police department water damage. Police and Fire OT are both higher due to department needs but should be offset by savings in other line items.

Erosion in the First St. beach area is being evaluated, but future repairs will likely be costly and will probably need to tap fund reserves.

### **Major Street Fund - 202**

The Major Street fund is at 53.0% of annual revenues. This seemingly low number is expected due to prior year accruals of Act 51 and moveable bridge revenue. The State has allocated additional funds for streets which will have a positive impact on revenues by year end. Interest income will be higher because of increasing rates. Expenses are at 39.9% of budget due to the timing of projects and transfers.

### **Local Street Fund - 203**

The Local Street fund is at 20.0% of budgeted revenue. This seemingly low number is expected due to prior year accruals of Act 51 revenue and timing of transfers. Expenses are at 24.0% of budget due to the timing of projects and is in line with expectations.

### **Refuse Fund - 226**

Revenue is at 82.2% of the budgeted total and has no significant unexpected items. Expenses are at 76.9% of budget. The increase in recycling costs may require a budget amendment by year-end and should slightly reduce the budgeted surplus.

### **Oil & Gas Fund - 245**

Revenues are at 98.9% of budget. The large market sell-off in December was offset by a very strong first quarter rally. Royalties are trending higher than budgeted and higher than the prior year and investment interest is stable and in line with expectations. Expenses are at 52.8% of budget. Investment advisor fees are as expected and a partial transfer to the capital improvement fund has been made.

### **Capital Improvement Fund - 430**

Revenues are at 50.8% for the year. The annual transfer in from the Oil & Gas fund has been partially made. Expenses are at 21% of budget. Transfers to the street funds have not yet been made. Debt service is at 100% as all payments have been made.

### **Boat Launch - 501**

Boat Launch revenue is at 59.5% of budget. Launch revenue is down about 12% from last year at this time. Expenses are at 50.1% of budget. The auto-attendant machine experienced several malfunctions upon start-up this spring and is being serviced, which may increase repair costs beyond the normal amount.

### **Water and Sewer - 592**

Water & sewer revenues are at 44.3% of budget. Operating revenues are trending in line with expectations. We have broken out sprinkling meter revenue from water to aid in forecasting and interest income is considerably ahead of budget due to an improved investment environment and investment of bond proceeds. Oaks Prison volumes are stable but are still below the contractual minimum. The biggest variance is in bond proceeds. USDA Rural development closing may not occur until FY 20.

Operating expenses overall are in line with or lower than budget. Admin is at 71.7% of budget. Water operations is at 51.0% of budget. WWTP is at 64.8% of budget, and sewer collection is at

50.2% of budget. Expenses are being aggressively managed to help address cash flow needs in upcoming periods.

**Marina - 594**

The Marina is at 254.4% of budgeted revenues. The seiche event closed docks and negatively impacted marina sales, but this was mitigated by the business interruption insurance payout. The full \$65,000 transfer in from the capital improvement fund for debt service support has been made. Additional insurance proceeds have been received in anticipation of the dock repairs. Expenses are at 27.9% of budget with no major surprises, although water usage is up. Docks should be repaired by the start of the boating season.

PERIOD ENDING 03/31/2019

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

GL NUMBER	DESCRIPTION	2018-19	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	03/31/2019 NORM (ABNORM)	MONTH 03/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 101 - GENERAL FUND							
Revenues							
Dept 000							
101-000-402.000	TAXES - REAL/PERSONAL PROPERT	2,976,032.00	2,976,032.00	3,007,003.08	27,828.75	(30,971.08)	101.04
101-000-411.000	TAXES - DELINQ REAL PROPERTY	178,302.00	178,302.00	0.00	0.00	178,302.00	0.00
101-000-412.000	TAXES - DELINQ PERSONAL PROP	3,375.00	3,375.00	0.00	0.00	3,375.00	0.00
101-000-432.000	TAXES - PAYMENT IN LIEU OF	176,517.00	176,517.00	78,586.32	0.00	97,930.68	44.52
101-000-445.000	TAXES - PENALTIES & INTEREST	17,365.00	17,365.00	17,930.42	1,904.07	(565.42)	103.26
101-000-447.000	TAXES - ADMINISTRATION FEE	86,749.00	86,749.00	94,298.50	9,849.87	(7,549.50)	108.70
101-000-476.000	PERMIT - BUSINESS REGISTRATIO	27,000.00	27,000.00	5,950.00	150.00	21,050.00	22.04
101-000-477.000	PERMIT - FRANCHISE FEES	122,000.00	122,000.00	59,657.67	0.00	62,342.33	48.90
101-000-490.000	PERMIT - NON-BUSINESS	8,500.00	8,500.00	4,580.00	300.00	3,920.00	53.88
101-000-540.000	STATE GRANT - OTHER	0.00	0.00	4,415.05	0.00	(4,415.05)	100.00
101-000-543.000	STATE GRANT - PUBLIC SAFETY (SSCENT)	8,600.00	8,600.00	1,758.61	0.00	6,841.39	20.45
101-000-543.001	STATE GRANT - UNDERAGE DRINKING	3,000.00	3,000.00	1,234.00	0.00	1,766.00	41.13
101-000-543.002	STATE GRANT - CRIMINAL JUSTIC	2,500.00	2,500.00	1,115.28	0.00	1,384.72	44.61
101-000-573.000	STATE GRANT - LOCAL COMM STAB	175,000.00	175,000.00	113,201.97	0.00	61,798.03	64.69
101-000-574.000	STATE GRANT - REVENUE SHARING	525,969.00	525,969.00	280,183.00	0.00	245,786.00	53.27
101-000-574.001	STATE GRANT - CVTRS	165,337.00	165,337.00	83,499.00	0.00	81,838.00	50.50
101-000-576.000	ELECTIONS	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
101-000-577.000	STATE GRANT - LIQUOR LICENSE	8,500.00	8,500.00	7,651.60	0.00	848.40	90.02
101-000-626.000	CHARGE FOR SERVICE	60,000.00	60,000.00	44,047.65	0.00	15,952.35	73.41
101-000-628.000	CHARGE FOR SERVICE - BOAT LAU	2,600.00	2,600.00	2,600.00	0.00	0.00	100.00
101-000-630.000	CHARGE FOR SERVICE - LOCAL ST	135,000.00	135,000.00	101,249.99	11,250.00	33,750.01	75.00
101-000-631.000	CHARGE FOR SERVICE - MAJOR ST	326,000.00	326,000.00	244,499.94	27,166.66	81,500.06	75.00
101-000-632.000	CHARGE FOR SERVICE - MARINA	11,853.00	11,853.00	5,926.50	0.00	5,926.50	50.00
101-000-634.000	CHARGE FOR SERVICE - REFUSE	141,192.00	141,192.00	105,894.03	8,374.42	35,297.97	75.00
101-000-635.000	CHARGE FOR SERVICE - W&S	371,843.00	371,843.00	278,521.94	30,986.92	93,321.06	74.90
101-000-636.000	CHARGE FOR SERVICE - TRANSPOR	300,000.00	300,000.00	186,073.52	13,860.65	113,926.48	62.02
101-000-637.000	UTILITY OWNERSHIP FEE	194,122.00	194,122.00	146,061.31	16,176.83	48,060.69	75.24
101-000-642.000	SALES	8,000.00	8,000.00	41,627.99	6,700.70	(33,627.99)	520.35
101-000-655.000	FINES & FORFEITS	25,000.00	25,000.00	13,327.10	620.00	11,672.90	53.31
101-000-665.000	INVESTMENT - INTEREST	20,000.00	20,000.00	23,986.20	3,662.72	(3,986.20)	119.93
101-000-667.000	RENTAL INCOME	6,850.00	6,850.00	3,550.00	0.00	3,300.00	51.82
101-000-667.030	RIVERFRONT LEASE INCOME	24,203.00	24,203.00	24,203.00	24,203.00	0.00	100.00
101-000-672.000	OTHER REVENUE	500.00	500.00	1,511.49	0.00	(1,011.49)	302.30
101-000-674.000	CONTRIBUTIONS / DONATIONS	2,000.00	2,000.00	2,050.00	0.00	(50.00)	102.50
101-000-676.000	REIMBURSEMENT	145,500.00	145,500.00	152,010.50	10,679.92	(6,510.50)	104.47
101-000-687.000	REFUNDS	17,000.00	17,000.00	15,012.00	89.00	1,988.00	88.31
101-000-688.000	REFUNDS - WORK/COMP PREMIUM	0.00	0.00	2,593.00	0.00	(2,593.00)	100.00
101-000-698.000	INSURANCE SETTLEMENT	1,000.00	1,000.00	35,533.35	14,366.34	(34,533.35)	3,553.34
Total Dept 000		6,279,409.00	6,279,409.00	5,191,344.01	208,169.85	1,088,064.99	82.67
TOTAL REVENUES		6,279,409.00	6,279,409.00	5,191,344.01	208,169.85	1,088,064.99	82.67
Expenditures							
Dept 101 - LEGISLATIVE							
101-101-702.000	WAGES - FULL TIME	27,052.00	27,052.00	20,289.16	2,254.35	6,762.84	75.00
101-101-709.000	COSTS - SOCIAL SECURITY	1,677.00	1,677.00	1,257.95	139.75	419.05	75.01
101-101-711.000	COSTS - MEDICARE	392.00	392.00	294.20	32.71	97.80	75.05
101-101-726.000	COSTS - WORKERS COMPENSATION	87.00	87.00	44.64	4.96	42.36	51.31
101-101-752.000	SUPPLIES - OPERATING	2,250.00	5,250.00	957.18	0.00	4,292.82	18.23
101-101-801.000	PROFESSIONAL & CONSULTING SERV	0.00	10,000.00	0.00	0.00	10,000.00	0.00

PERIOD ENDING 03/31/2019

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

GL NUMBER	DESCRIPTION	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORM (ABNORM)	ACTIVITY FOR MONTH 03/31/19 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND							
Expenditures							
101-101-913.000	TRAVEL & TRAINING	3,400.00	2,900.00	2,829.93	0.00	70.07	97.58
101-101-915.000	MEMBERSHIPS & DUES	5,350.00	5,350.00	5,317.00	0.00	33.00	99.38
Total Dept 101 - LEGISLATIVE		40,208.00	52,708.00	30,990.06	2,431.77	21,717.94	58.80
Dept 172 - MANAGER							
101-172-702.000	WAGES - FULL TIME	159,049.00	159,049.00	113,954.89	18,322.17	45,094.11	71.65
101-172-708.000	COSTS - SUTA	618.00	618.00	45.00	1.54	573.00	7.28
101-172-709.000	COSTS - SOCIAL SECURITY	10,433.00	10,433.00	7,639.25	1,156.24	2,793.75	73.22
101-172-711.000	COSTS - MEDICARE	2,439.00	2,439.00	1,786.60	270.41	652.40	73.25
101-172-712.000	COSTS - IN LIEU OF BC/BS	3,912.00	3,912.00	3,024.36	336.04	887.64	77.31
101-172-717.000	COSTS - MERS CONTRIBUTION	22,060.00	22,060.00	16,006.56	1,678.38	6,053.44	72.56
101-172-718.000	COSTS - HEALTH INSURANCE	10,358.00	10,358.00	7,702.76	878.50	2,655.24	74.37
101-172-718.001	COSTS - HSA CONTRIBUTION	3,000.00	3,000.00	3,000.00	0.00	0.00	100.00
101-172-718.002	COSTS - DENTAL INSURANCE	1,292.00	1,292.00	970.74	107.66	321.26	75.13
101-172-718.003	COSTS - VISION / ANCILLIARY	233.00	233.00	174.42	19.38	58.58	74.86
101-172-724.000	COSTS - VEHICLE ALLOWANCE	4,800.00	4,800.00	3,200.00	400.00	1,600.00	66.67
101-172-725.000	COSTS - LIFE INSURANCE	449.00	449.00	388.80	43.20	60.20	86.59
101-172-726.000	COSTS - WORKERS COMPENSATION	716.00	716.00	496.19	75.87	219.81	69.30
101-172-752.000	SUPPLIES - OPERATING	2,000.00	2,000.00	1,656.22	0.00	343.78	82.81
101-172-791.000	SUBSCRIPTIONS & PUBLICATIONS	175.00	175.00	186.00	0.00	(11.00)	106.29
101-172-801.000	PROFESSIONAL & CONSULTING SER	500.00	500.00	0.00	0.00	500.00	0.00
101-172-913.000	TRAVEL & TRAINING	2,250.00	2,250.00	1,410.78	37.77	839.22	62.70
101-172-915.000	MEMBERSHIPS & DUES	420.00	420.00	445.00	0.00	(25.00)	105.95
101-172-933.000	SOFTWARE AGREE / COPIER MAINT	1,300.00	1,300.00	653.13	(330.52)	646.87	50.24
101-172-983.000	LEASE PURCHASE	2,000.00	2,000.00	1,487.34	495.78	512.66	74.37
Total Dept 172 - MANAGER		228,004.00	228,004.00	164,228.04	23,492.42	63,775.96	72.03
Dept 215 - CLERK							
101-215-702.000	WAGES - FULL TIME	104,359.00	104,359.00	76,262.33	12,041.42	28,096.67	73.08
101-215-708.000	COSTS - SUTA	618.00	618.00	45.00	6.02	573.00	7.28
101-215-709.000	COSTS - SOCIAL SECURITY	6,799.00	6,799.00	5,198.19	780.99	1,600.81	76.46
101-215-711.000	COSTS - MEDICARE	1,589.00	1,589.00	1,215.70	182.65	373.30	76.51
101-215-712.000	COSTS - IN LIEU OF BC/BS	4,800.00	8,000.00	5,600.00	800.00	2,400.00	70.00
101-215-717.000	COSTS - MERS CONTRIBUTION	14,474.00	14,474.00	13,374.93	1,678.36	1,099.07	92.41
101-215-718.000	COSTS - HEALTH INSURANCE	0.00	1,150.00	1,106.87	0.00	43.13	96.25
101-215-718.002	COSTS - DENTAL INSURANCE	0.00	0.00	67.28	0.00	(67.28)	100.00
101-215-718.003	COSTS - VISION / ANCILLIARY	0.00	0.00	17.38	0.00	(17.38)	100.00
101-215-723.000	COSTS - RETIREE HEALTH CARE	3,000.00	3,000.00	2,500.00	250.00	500.00	83.33
101-215-725.000	COSTS - LIFE INSURANCE	294.00	294.00	255.78	28.42	38.22	87.00
101-215-726.000	COSTS - WORKERS COMPENSATION	470.00	470.00	331.53	49.86	138.47	70.54
101-215-752.000	SUPPLIES - OPERATING	3,150.00	3,150.00	2,380.20	338.04	769.80	75.56
101-215-791.000	SUBSCRIPTIONS & PUBLICATIONS	170.00	170.00	186.00	0.00	(16.00)	109.41
101-215-900.000	PRINTING & PUBLISHING	5,000.00	5,000.00	1,915.55	0.00	3,084.45	38.31
101-215-913.000	TRAVEL & TRAINING	4,525.00	4,525.00	1,316.95	46.50	3,208.05	29.10
101-215-915.000	MEMBERSHIPS & DUES	580.00	580.00	370.00	0.00	210.00	63.79
101-215-931.000	REPAIRS/MAINT - EQUIPMENT	500.00	500.00	0.00	0.00	500.00	0.00
101-215-933.000	SOFTWARE AGREE / COPIER MAINT	9,420.00	9,420.00	9,042.65	864.64	377.35	95.99
101-215-983.000	LEASE PURCHASE	3,000.00	3,000.00	2,336.40	0.00	663.60	77.88
101-215-985.000	CAPITAL OUTLAY	0.00	0.00	144.98	0.00	(144.98)	100.00

PERIOD ENDING 03/31/2019

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

GL NUMBER	DESCRIPTION	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORM (ABNORM)	ACTIVITY FOR MONTH 03/31/19 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND							
Expenditures							
Total Dept 215 - CLERK		162,748.00	167,098.00	123,667.72	17,066.90	43,430.28	74.01
Dept 247 - BOARD OF REVIEW							
101-247-704.000	WAGES - PART-TIME	750.00	1,500.00	1,500.00	1,180.00	0.00	100.00
101-247-709.000	COSTS - SOCIAL SECURITY	75.00	100.00	93.00	73.16	7.00	93.00
101-247-711.000	COSTS - MEDICARE	20.00	25.00	21.74	17.11	3.26	86.96
101-247-726.000	COSTS - WORKERS COMPENSATION	5.00	10.00	6.23	4.89	3.77	62.30
101-247-900.000	PRINTING & PUBLISHING	500.00	150.00	137.46	0.00	12.54	91.64
101-247-913.000	TRAVEL & TRAINING	500.00	65.00	0.00	0.00	65.00	0.00
Total Dept 247 - BOARD OF REVIEW		1,850.00	1,850.00	1,758.43	1,275.16	91.57	95.05
Dept 253 - FINANCE / TREASURER							
101-253-702.000	WAGES - FULL TIME	202,327.00	202,327.00	147,854.40	23,345.43	54,472.60	73.08
101-253-708.000	COSTS - SUTA	927.00	927.00	67.50	7.10	859.50	7.28
101-253-709.000	COSTS - SOCIAL SECURITY	12,941.00	12,941.00	9,455.31	1,424.37	3,485.69	73.06
101-253-711.000	COSTS - MEDICARE	3,026.00	3,026.00	2,211.33	333.11	814.67	73.08
101-253-712.000	COSTS - IN LIEU OF BC/BS	4,800.00	4,800.00	3,600.00	400.00	1,200.00	75.00
101-253-713.000	WAGES - OVERTIME	100.00	100.00	0.00	0.00	100.00	0.00
101-253-717.000	COSTS - MERS CONTRIBUTION	28,077.00	28,077.00	22,250.19	2,517.54	5,826.81	79.25
101-253-718.000	COSTS - HEALTH INSURANCE	26,093.00	26,093.00	19,414.32	2,213.74	6,678.68	74.40
101-253-718.001	COSTS - HSA CONTRIBUTION	6,000.00	6,000.00	6,000.00	0.00	0.00	100.00
101-253-718.002	COSTS - DENTAL INSURANCE	1,615.00	1,615.00	1,213.20	134.56	401.80	75.12
101-253-718.003	COSTS - VISION / ANCILLIARY	418.00	418.00	312.84	34.76	105.16	74.84
101-253-723.000	COSTS - RETIREE HEALTH CARE	0.00	0.00	661.72	0.00	(661.72)	100.00
101-253-725.000	COSTS - LIFE INSURANCE	474.00	474.00	411.66	45.74	62.34	86.85
101-253-726.000	COSTS - WORKERS COMPENSATION	912.00	912.00	642.81	96.65	269.19	70.48
101-253-752.000	SUPPLIES - OPERATING	5,000.00	4,030.00	2,915.67	212.19	1,114.33	72.35
101-253-791.000	SUBSCRIPTIONS & PUBLICATIONS	870.00	870.00	711.00	0.00	159.00	81.72
101-253-801.000	PROFESSIONAL & CONSULTING SER	28,750.00	29,100.00	29,018.70	0.00	81.30	99.72
101-253-900.000	PRINTING & PUBLISHING	1,000.00	600.00	240.16	0.00	359.84	40.03
101-253-913.000	TRAVEL & TRAINING	4,280.00	6,500.00	6,027.15	38.00	472.85	92.73
101-253-915.000	MEMBERSHIPS & DUES	940.00	940.00	785.00	170.00	155.00	83.51
101-253-931.000	REPAIRS/MAINT - EQUIPMENT	500.00	500.00	0.00	0.00	500.00	0.00
101-253-933.000	SOFTWARE AGREE / COPIER MAINT	10,670.00	10,670.00	9,463.10	377.95	1,206.90	88.69
101-253-985.000	CAPITAL OUTLAY	1,000.00	1,000.00	528.08	0.00	471.92	52.81
Total Dept 253 - FINANCE / TREASURER		340,720.00	341,920.00	263,784.14	31,351.14	78,135.86	77.15
Dept 257 - ASSESSOR							
101-257-723.000	COSTS - RETIREE HEALTH CARE	3,000.00	3,000.00	2,434.11	250.00	565.89	81.14
101-257-752.000	SUPPLIES - OPERATING	400.00	400.00	94.00	0.00	306.00	23.50
101-257-801.000	PROFESSIONAL & CONSULTING SER	81,348.00	81,348.00	65,730.00	6,929.00	15,618.00	80.80
101-257-933.000	SOFTWARE AGREE / COPIER MAINT	2,650.00	3,150.00	2,677.75	778.00	472.25	85.01
101-257-985.000	CAPITAL OUTLAY	1,000.00	500.00	0.00	0.00	500.00	0.00
Total Dept 257 - ASSESSOR		88,398.00	88,398.00	70,935.86	7,957.00	17,462.14	80.25
Dept 262 - ELECTIONS							
101-262-704.000	WAGES - PART-TIME	8,650.00	8,650.00	6,454.00	200.00	2,196.00	74.61

User: ebradford

PERIOD ENDING 03/31/2019

DB: Manistee

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

GL NUMBER	DESCRIPTION	2018-19	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	03/31/2019 NORM (ABNORM)	MONTH 03/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 101 - GENERAL FUND							
Expenditures							
101-262-709.000	COSTS - SOCIAL SECURITY	536.00	536.00	12.40	12.40	523.60	2.31
101-262-711.000	COSTS - MEDICARE	125.00	125.00	2.90	2.90	122.10	2.32
101-262-726.000	COSTS - WORKERS COMPENSATION	39.00	39.00	26.75	0.83	12.25	68.59
101-262-752.000	SUPPLIES - OPERATING	3,250.00	3,750.00	1,635.23	0.00	2,114.77	43.61
101-262-801.000	PROFESSIONAL & CONSULTING SER	2,100.00	2,100.00	1,970.00	0.00	130.00	93.81
101-262-900.000	PRINTING & PUBLISHING	1,700.00	1,200.00	130.87	0.00	1,069.13	10.91
Total Dept 262 - ELECTIONS		16,400.00	16,400.00	10,232.15	216.13	6,167.85	62.39
Dept 265 - CITY HALL BUILDINGS & GROUNDS							
101-265-702.000	WAGES - FULL TIME	51,306.00	51,306.00	37,292.80	5,919.90	14,013.20	72.69
101-265-708.000	COSTS - SUTA	309.00	309.00	22.50	0.78	286.50	7.28
101-265-709.000	COSTS - SOCIAL SECURITY	3,379.00	3,379.00	2,395.52	355.13	983.48	70.89
101-265-711.000	COSTS - MEDICARE	790.00	790.00	560.24	83.05	229.76	70.92
101-265-713.000	WAGES - OVERTIME	200.00	500.00	444.00	0.00	56.00	88.80
101-265-717.000	COSTS - MERS CONTRIBUTION	7,144.00	7,144.00	6,784.90	839.18	359.10	94.97
101-265-718.000	COSTS - HEALTH INSURANCE	10,358.00	10,358.00	7,702.76	878.50	2,655.24	74.37
101-265-718.001	COSTS - HSA CONTRIBUTION	3,000.00	3,000.00	3,000.00	0.00	0.00	100.00
101-265-718.002	COSTS - DENTAL INSURANCE	646.00	646.00	485.37	53.83	160.63	75.13
101-265-718.003	COSTS - VISION / ANCILLIARY	116.00	116.00	87.21	9.69	28.79	75.18
101-265-724.000	COSTS - VEHICLE ALLOWANCE	3,000.00	3,000.00	2,250.00	250.00	750.00	75.00
101-265-725.000	COSTS - LIFE INSURANCE	72.00	72.00	62.37	6.93	9.63	86.63
101-265-726.000	COSTS - WORKERS COMPENSATION	2,246.00	2,246.00	1,393.59	76.79	852.41	62.05
101-265-752.000	SUPPLIES - OPERATING	7,000.00	6,500.00	5,477.34	241.53	1,022.66	84.27
101-265-801.000	PROFESSIONAL & CONSULTING SER	2,500.00	1,500.00	520.00	330.00	980.00	34.67
101-265-850.000	COMMUNICATIONS - PHONE	6,000.00	8,500.00	7,096.28	1,502.92	1,403.72	83.49
101-265-913.000	TRAVEL & TRAINING	500.00	500.00	0.00	0.00	500.00	0.00
101-265-915.000	MEMBERSHIPS & DUES	0.00	200.00	150.00	0.00	50.00	75.00
101-265-918.000	UTILITIES - WATER	2,400.00	2,400.00	2,222.31	189.96	177.69	92.60
101-265-920.000	UTILITIES - ELECTRIC	22,500.00	22,500.00	16,188.46	1,855.78	6,311.54	71.95
101-265-921.000	UTILITIES - NATURAL GAS	5,000.00	5,000.00	2,575.83	573.38	2,424.17	51.52
101-265-930.000	REPAIRS/MAINT - BUILDINGS/LAN	20,000.00	45,000.00	29,443.38	15,572.95	15,556.62	65.43
101-265-931.000	REPAIRS/MAINT - EQUIPMENT	1,000.00	1,000.00	1,193.45	0.00	(193.45)	119.35
101-265-933.000	SOFTWARE AGREE / COPIER MAINT	50.00	550.00	48.00	0.00	502.00	8.73
101-265-985.000	CAPITAL OUTLAY	1,000.00	0.00	0.00	0.00	0.00	0.00
Total Dept 265 - CITY HALL BUILDINGS & GROUNDS		150,516.00	176,516.00	127,396.31	28,740.30	49,119.69	72.17
Dept 275 - GENERAL							
101-275-752.000	SUPPLIES - OPERATING	500.00	1,000.00	1,013.74	163.74	(13.74)	101.37
101-275-801.000	PROFESSIONAL & CONSULTING SER	31,550.00	31,550.00	27,797.05	2,755.00	3,752.95	88.10
101-275-802.000	ATTORNEY	55,000.00	55,000.00	35,975.47	0.00	19,024.53	65.41
101-275-804.000	ATTORNEY - LABOR	15,000.00	50,000.00	50,150.24	7,099.00	(150.24)	100.30
101-275-805.000	ATTORNEY - TAX APPEALS	7,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-275-806.000	ATTORNEY - PROSECUTING ATTY	8,000.00	17,000.00	11,333.75	0.00	5,666.25	66.67
101-275-807.000	ATTORNEY - LITIGATION\PROJECTS	10,000.00	5,000.00	0.00	(1,541.00)	5,000.00	0.00
101-275-851.000	POSTAGE	28,000.00	28,000.00	20,043.66	1,162.30	7,956.34	71.58
101-275-852.000	COMMUNICATIONS - DATA\INTERNE	5,000.00	5,000.00	4,194.00	0.00	806.00	83.88
101-275-853.000	COMMUNICATIONS - CELL PHONES	12,000.00	12,000.00	8,471.44	930.84	3,528.56	70.60
101-275-920.001	UTILITIES - ELECTRIC STR LIGH	109,000.00	109,000.00	90,751.69	10,640.76	18,248.31	83.26
101-275-933.000	SOFTWARE AGREE / COPIER MAINT	0.00	600.00	492.00	300.00	108.00	82.00

PERIOD ENDING 03/31/2019

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

GL NUMBER	DESCRIPTION	2018-19	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	03/31/2019 NORM (ABNORM)	MONTH 03/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
<b>Fund 101 - GENERAL FUND</b>							
<b>Expenditures</b>							
101-275-935.000	INSURANCE	92,000.00	92,000.00	83,681.80	0.00	8,318.20	90.96
101-275-940.000	RENT	1,700.00	1,700.00	1,650.49	0.00	49.51	97.09
101-275-946.000	ENGINEERING SERVICES	12,000.00	13,600.00	8,800.00	1,200.00	4,800.00	64.71
101-275-955.000	MISCELLANEOUS EXPENSE	0.00	0.00	0.00	(163.74)	0.00	0.00
101-275-959.000	BAD DEBT	500.00	500.00	0.00	0.00	500.00	0.00
101-275-960.000	BANK CHARGES	7,500.00	6,800.00	3,322.00	0.00	3,478.00	48.85
101-275-964.000	REFUNDS	500.00	500.00	0.00	0.00	500.00	0.00
101-275-984.000	COMPUTER HARDWARE & SOFTWARE	27,677.00	27,677.00	23,451.28	195.95	4,225.72	84.73
101-275-995.000	TRANSFERS OUT	75,616.00	75,616.00	24,797.20	24,601.25	50,818.80	32.79
<b>Total Dept 275 - GENERAL</b>		<b>498,543.00</b>	<b>533,543.00</b>	<b>395,925.81</b>	<b>47,344.10</b>	<b>137,617.19</b>	<b>74.21</b>
<b>Dept 301 - POLICE</b>							
101-301-702.000	WAGES - FULL TIME	674,421.00	674,421.00	447,775.11	69,510.69	226,645.89	66.39
101-301-704.000	WAGES - PART-TIME	17,225.00	17,225.00	12,455.00	1,855.00	4,770.00	72.31
101-301-708.000	COSTS - SUTA	4,167.00	1,167.00	309.08	21.68	857.92	26.49
101-301-709.000	COSTS - SOCIAL SECURITY	1,068.00	1,068.00	812.20	115.01	255.80	76.05
101-301-711.000	COSTS - MEDICARE	11,245.00	11,245.00	8,016.37	1,079.07	3,228.63	71.29
101-301-712.000	COSTS - IN LIEU OF BC/BS	16,356.00	16,356.00	12,406.96	1,377.90	3,949.04	75.86
101-301-713.000	WAGES - OVERTIME	32,000.00	48,000.00	39,871.04	4,549.00	8,128.96	83.06
101-301-713.002	WAGES - OT UNDERAGE DRINKING GRANT	3,000.00	3,000.00	970.22	0.00	2,029.78	32.34
101-301-715.000	WAGES - PHYSICAL FITNESS	0.00	6,500.00	500.00	0.00	6,000.00	7.69
101-301-717.000	COSTS - MERS CONTRIBUTION	147,445.00	147,445.00	115,945.91	13,284.43	31,499.09	78.64
101-301-718.000	COSTS - HEALTH INSURANCE	97,162.00	97,162.00	64,531.07	7,135.43	32,630.93	66.42
101-301-718.001	COSTS - HSA CONTRIBUTION	24,000.00	24,000.00	24,000.00	0.00	0.00	100.00
101-301-718.002	COSTS - DENTAL INSURANCE	6,351.00	6,351.00	4,402.19	468.72	1,948.81	69.31
101-301-718.003	COSTS - VISION / ANCILLIARY	1,636.00	1,636.00	1,107.02	117.98	528.98	67.67
101-301-721.000	COSTS - UNIFORM/CLEANING ALLO	11,000.00	9,000.00	6,394.55	231.92	2,605.45	71.05
101-301-723.000	COSTS - RETIREE HEALTH CARE	6,000.00	6,000.00	5,000.00	500.00	1,000.00	83.33
101-301-725.000	COSTS - LIFE INSURANCE	1,878.00	1,878.00	1,729.30	167.02	148.70	92.08
101-301-726.000	COSTS - WORKERS COMPENSATION	20,334.00	20,334.00	14,146.51	1,914.64	6,187.49	69.57
101-301-727.000	WAGES - HOL/VAC/SICK SELBACK	25,000.00	31,000.00	30,342.73	0.00	657.27	97.88
101-301-752.000	SUPPLIES - OPERATING	18,440.00	7,940.00	5,690.03	272.76	2,249.97	71.66
101-301-770.000	VEHICLE GAS / DIESEL	16,800.00	16,800.00	12,910.16	1,404.68	3,889.84	76.85
101-301-791.000	SUBSCRIPTIONS & PUBLICATIONS	100.00	400.00	399.00	186.00	1.00	99.75
101-301-801.000	PROFESSIONAL & CONSULTING SER	1,250.00	1,130.00	521.00	215.00	609.00	46.11
101-301-873.000	EDUCATION/TUITION REIMBURSE.	5,000.00	0.00	0.00	0.00	0.00	0.00
101-301-900.000	PRINTING & PUBLISHING	1,000.00	1,000.00	229.02	0.00	770.98	22.90
101-301-913.000	TRAVEL & TRAINING	11,500.00	9,645.00	3,137.99	861.50	6,507.01	32.53
101-301-915.000	MEMBERSHIPS & DUES	400.00	405.00	405.00	100.00	0.00	100.00
101-301-930.000	REPAIRS/MAINT - BUILDINGS/LAN	0.00	220.00	216.47	0.00	3.53	98.40
101-301-931.000	REPAIRS/MAINT - EQUIPMENT	4,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-301-932.000	REPAIRS/MAINT - VEHICLES	9,000.00	4,000.00	2,601.03	282.70	1,398.97	65.03
101-301-933.000	SOFTWARE AGREE / COPIER MAINT	5,550.00	7,000.00	6,564.74	0.00	435.26	93.78
101-301-957.000	MOTOR POOL	32,409.00	32,409.00	24,306.75	2,700.75	8,102.25	75.00
101-301-983.000	LEASE PURCHASE	1,420.00	1,420.00	983.16	0.00	436.84	69.24
101-301-985.000	CAPITAL OUTLAY	24,000.00	24,000.00	22,612.56	0.00	1,387.44	94.22
<b>Total Dept 301 - POLICE</b>		<b>1,231,157.00</b>	<b>1,231,157.00</b>	<b>871,292.17</b>	<b>108,351.88</b>	<b>359,864.83</b>	<b>70.77</b>
<b>Dept 336 - FIRE</b>							

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

GL NUMBER	DESCRIPTION	2018-19	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	03/31/2019 NORM (ABNORM)	MONTH 03/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 101 - GENERAL FUND							
Expenditures							
101-336-702.000	WAGES - FULL TIME	465,163.00	453,518.00	304,698.14	51,868.28	148,819.86	67.19
101-336-704.000	WAGES - PART-TIME	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
101-336-708.000	COSTS - SUTA	2,727.00	2,727.00	210.53	21.40	2,516.47	7.72
101-336-709.000	COSTS - SOCIAL SECURITY	186.00	186.00	14.41	0.00	171.59	7.75
101-336-711.000	COSTS - MEDICARE	6,702.00	6,702.00	5,220.51	838.47	1,481.49	77.89
101-336-712.000	COSTS - IN LIEU OF BC/BS	1,956.00	6,000.00	2,838.54	957.40	3,161.46	47.31
101-336-713.000	WAGES - OVERTIME	38,000.00	63,000.00	47,874.39	11,403.99	15,125.61	75.99
101-336-713.005	WAGES - OT FF PA 604	4,000.00	4,700.00	3,573.94	555.05	1,126.06	76.04
101-336-715.000	WAGES - PHYSICAL FITNESS	0.00	4,000.00	0.00	0.00	4,000.00	0.00
101-336-717.000	COSTS - MERS CONTRIBUTION	134,264.00	134,264.00	108,957.16	13,155.79	25,306.84	81.15
101-336-718.000	COSTS - HEALTH INSURANCE	104,373.00	90,000.00	63,522.64	6,641.22	26,477.36	70.58
101-336-718.001	COSTS - HSA CONTRIBUTION	24,000.00	24,000.00	21,000.00	0.00	3,000.00	87.50
101-336-718.002	COSTS - DENTAL INSURANCE	6,782.00	6,782.00	4,239.78	437.31	2,542.22	62.52
101-336-718.003	COSTS - VISION / ANCILLIARY	1,785.00	1,785.00	1,110.57	112.97	674.43	62.22
101-336-721.000	COSTS - UNIFORM/CLEANING ALLO	7,280.00	8,300.00	7,860.87	873.97	439.13	94.71
101-336-722.000	COSTS - FOOD ALLOWANCE	6,560.00	6,560.00	6,093.00	899.67	467.00	92.88
101-336-723.000	COSTS - RETIREE HEALTH CARE	11,250.00	11,250.00	8,750.00	1,500.00	2,500.00	77.78
101-336-725.000	COSTS - LIFE INSURANCE	1,302.00	1,302.00	1,028.26	125.43	273.74	78.98
101-336-726.000	COSTS - WORKERS COMPENSATION	21,670.00	21,670.00	15,304.72	2,172.81	6,365.28	70.63
101-336-727.000	WAGES - HOL/VAC/SICK SELLBACK	35,000.00	37,000.00	35,811.94	0.00	1,188.06	96.79
101-336-752.000	SUPPLIES - OPERATING	12,500.00	8,000.00	5,580.26	633.97	2,419.74	69.75
101-336-770.000	VEHICLE GAS / DIESEL	6,730.00	6,730.00	5,208.21	436.08	1,521.79	77.39
101-336-777.000	SUPPLIES - MEDICAL	18,400.00	14,400.00	10,151.57	1,315.29	4,248.43	70.50
101-336-780.000	FIRE PREVENTION	1,900.00	900.00	187.50	187.50	712.50	20.83
101-336-791.000	SUBSCRIPTIONS & PUBLICATIONS	350.00	350.00	0.00	0.00	350.00	0.00
101-336-801.000	PROFESSIONAL & CONSULTING SER	27,875.00	27,875.00	19,542.48	2,451.62	8,332.52	70.11
101-336-873.000	EDUCATION/TUITION REIMBURSE.	5,000.00	1,000.00	607.50	607.50	392.50	60.75
101-336-900.000	PRINTING & PUBLISHING	750.00	1,250.00	1,091.22	112.00	158.78	87.30
101-336-913.000	TRAVEL & TRAINING	7,300.00	6,000.00	5,025.59	210.00	974.41	83.76
101-336-915.000	MEMBERSHIPS & DUES	710.00	800.00	735.00	25.00	65.00	91.88
101-336-918.000	UTILITIES - WATER	1,600.00	1,600.00	1,202.58	143.70	397.42	75.16
101-336-920.000	UTILITIES - ELECTRIC	5,700.00	5,700.00	3,487.97	561.82	2,212.03	61.19
101-336-921.000	UTILITIES - NATURAL GAS	3,300.00	3,300.00	2,635.94	637.42	664.06	79.88
101-336-930.000	REPAIRS/MAINT - BUILDINGS/LAN	2,800.00	2,800.00	1,742.29	0.00	1,057.71	62.22
101-336-931.000	REPAIRS/MAINT - EQUIPMENT	6,836.00	6,300.00	3,950.71	151.91	2,349.29	62.71
101-336-932.000	REPAIRS/MAINT - VEHICLES	7,700.00	9,700.00	8,150.28	0.00	1,549.72	84.02
101-336-933.000	SOFTWARE AGREE / COPIER MAINT	3,700.00	5,700.00	4,972.48	0.00	727.52	87.24
101-336-942.000	HYDRANT RENTAL	21,600.00	21,600.00	16,200.00	0.00	5,400.00	75.00
101-336-957.000	MOTOR POOL	64,818.00	64,818.00	48,613.50	5,401.50	16,204.50	75.00
101-336-983.000	LEASE PURCHASE	480.00	480.00	275.24	0.00	204.76	57.34
101-336-985.000	CAPITAL OUTLAY	11,600.00	11,600.00	7,624.43	503.95	3,975.57	65.73
Total Dept 336 - FIRE		1,087,649.00	1,087,649.00	785,094.15	104,943.02	302,554.85	72.18
Dept 441 - PUBLIC WORKS							
101-441-702.000	WAGES - FULL TIME	647,439.00	647,439.00	474,894.02	74,775.35	172,544.98	73.35
101-441-704.000	WAGES - PART-TIME	18,000.00	11,600.00	6,943.88	0.00	4,656.12	59.86
101-441-708.000	COSTS - SUTA	4,939.00	4,939.00	629.41	55.65	4,309.59	12.74
101-441-709.000	COSTS - SOCIAL SECURITY	44,143.00	44,143.00	32,433.33	4,648.01	11,709.67	73.47
101-441-711.000	COSTS - MEDICARE	10,324.00	10,324.00	7,585.23	1,087.03	2,738.77	73.47
101-441-712.000	COSTS - IN LIEU OF BC/BS	4,800.00	14,400.00	9,600.00	1,200.00	4,800.00	66.67
101-441-713.000	WAGES - OVERTIME	29,000.00	29,000.00	17,293.81	841.20	11,706.19	59.63
101-441-713.001	WAGES - 2E STANDBY PAY	16,540.00	16,540.00	12,394.98	1,908.48	4,145.02	74.94

User: ebradford

PERIOD ENDING 03/31/2019

DB: Manistee

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

GL NUMBER	DESCRIPTION	2018-19	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	03/31/2019 NORM (ABNORM)	MONTH 03/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 101 - GENERAL FUND							
Expenditures							
101-441-716.000	COSTS - ICMA CONTRIBUTION	2,638.00	2,638.00	2,269.16	324.07	368.84	86.02
101-441-717.000	COSTS - MERS CONTRIBUTION	42,688.00	42,688.00	31,614.22	3,597.74	11,073.78	74.06
101-441-718.000	COSTS - HEALTH INSURANCE	150,066.00	140,466.00	87,520.52	9,770.93	52,945.48	62.31
101-441-718.001	COSTS - HSA CONTRIBUTION	37,500.00	37,500.00	34,500.00	0.00	3,000.00	92.00
101-441-718.002	COSTS - DENTAL INSURANCE	9,312.00	9,312.00	5,492.01	596.56	3,819.99	58.98
101-441-718.003	COSTS - VISION / ANCILLIARY	2,210.00	2,210.00	1,286.68	138.36	923.32	58.22
101-441-721.000	COSTS - UNIFORM/CLEANING ALLO	6,320.00	6,320.00	4,554.87	(185.94)	1,765.13	72.07
101-441-723.000	COSTS - RETIREE HEALTH CARE	6,000.00	6,000.00	4,904.58	500.00	1,095.42	81.74
101-441-725.000	COSTS - LIFE INSURANCE	1,562.00	1,562.00	1,353.51	150.39	208.49	86.65
101-441-726.000	COSTS - WORKERS COMPENSATION	41,858.00	41,858.00	30,607.86	4,359.95	11,250.14	73.12
101-441-727.000	WAGES - HOL/VAC/SICK SELLBACK	13,000.00	7,000.00	5,195.77	0.00	1,804.23	74.23
101-441-752.000	SUPPLIES - OPERATING	18,000.00	20,000.00	20,373.79	6,407.30	(373.79)	101.87
101-441-770.000	VEHICLE GAS / DIESEL	49,500.00	49,500.00	35,246.66	5,717.53	14,253.34	71.21
101-441-791.000	SUBSCRIPTIONS & PUBLICATIONS	150.00	200.00	186.00	0.00	14.00	93.00
101-441-801.000	PROFESSIONAL & CONSULTING SER	11,500.00	28,000.00	6,981.33	3,708.33	21,018.67	24.93
101-441-850.000	COMMUNICATIONS - PHONE	480.00	480.00	359.91	39.99	120.09	74.98
101-441-888.000	TREE COMMISSION	500.00	500.00	0.00	0.00	500.00	0.00
101-441-900.000	PRINTING & PUBLISHING	1,000.00	1,500.00	1,002.49	529.99	497.51	66.83
101-441-913.000	TRAVEL & TRAINING	2,000.00	2,000.00	1,498.64	0.00	501.36	74.93
101-441-915.000	MEMBERSHIPS & DUES	300.00	450.00	454.00	227.00	(4.00)	100.89
101-441-918.000	UTILITIES - WATER	2,500.00	2,500.00	604.26	69.66	1,895.74	24.17
101-441-920.000	UTILITIES - ELECTRIC	14,500.00	14,500.00	8,770.89	1,229.35	5,729.11	60.49
101-441-921.000	UTILITIES - NATURAL GAS	18,000.00	18,000.00	12,906.21	3,514.23	5,093.79	71.70
101-441-930.000	REPAIRS/MAINT - BUILDINGS/LAN	10,000.00	10,000.00	7,250.18	105.34	2,749.82	72.50
101-441-931.000	REPAIRS/MAINT - EQUIPMENT	10,000.00	20,000.00	18,120.56	4,804.79	1,879.44	90.60
101-441-932.000	REPAIRS/MAINT - VEHICLES	55,000.00	45,000.00	30,204.61	4,489.02	14,795.39	67.12
101-441-933.000	SOFTWARE AGREE / COPIER MAINT	1,850.00	2,400.00	2,116.50	750.00	283.50	88.19
101-441-954.000	CHRISTMAS DECORATIONS	5,000.00	5,650.00	5,632.00	0.00	18.00	99.68
101-441-957.000	MOTOR POOL	75,000.00	75,000.00	56,250.00	6,250.00	18,750.00	75.00
101-441-985.000	CAPITAL OUTLAY	15,000.00	7,000.00	1,401.30	0.00	5,598.70	20.02
Total Dept 441 - PUBLIC WORKS		1,378,619.00	1,378,619.00	980,433.17	141,610.31	398,185.83	71.12
Dept 701 - PLANNING & ZONING							
101-701-702.000	WAGES - FULL TIME	64,074.00	12,184.00	12,171.90	0.00	12.10	99.90
101-701-708.000	COSTS - SUTA	309.00	309.00	0.00	0.00	309.00	0.00
101-701-709.000	COSTS - SOCIAL SECURITY	4,084.00	3,844.00	1,522.44	0.00	2,321.56	39.61
101-701-711.000	COSTS - MEDICARE	955.00	955.00	356.05	0.00	598.95	37.28
101-701-717.000	COSTS - MERS CONTRIBUTION	8,887.00	8,887.00	3,143.02	0.00	5,743.98	35.37
101-701-718.000	COSTS - HEALTH INSURANCE	10,358.00	678.00	674.76	0.00	3.24	99.52
101-701-718.001	COSTS - HSA CONTRIBUTION	3,000.00	3,000.00	3,000.00	0.00	0.00	100.00
101-701-718.002	COSTS - DENTAL INSURANCE	646.00	56.00	54.28	0.00	1.72	96.93
101-701-718.003	COSTS - VISION / ANCILLIARY	116.00	116.00	9.69	0.00	106.31	8.35
101-701-723.000	COSTS - RETIREE HEALTH CARE	0.00	2,500.00	2,000.00	250.00	500.00	80.00
101-701-724.000	COSTS - VEHICLE ALLOWANCE	1,800.00	300.00	300.00	0.00	0.00	100.00
101-701-725.000	COSTS - LIFE INSURANCE	72.00	72.00	22.41	0.00	49.59	31.13
101-701-726.000	COSTS - WORKERS COMPENSATION	617.00	617.00	202.75	0.00	414.25	32.86
101-701-727.000	WAGES - HOL/VAC/SICK SELLBACK	0.00	10,200.00	10,103.97	0.00	96.03	99.06
101-701-752.000	SUPPLIES - OPERATING	2,700.00	2,500.00	719.38	0.00	1,780.62	28.78
101-701-791.000	SUBSCRIPTIONS & PUBLICATIONS	205.00	205.00	32.00	0.00	173.00	15.61
101-701-801.000	PROFESSIONAL & CONSULTING SERV	0.00	52,500.00	17,500.00	0.00	35,000.00	33.33
101-701-884.000	HISTORIC DISTRICT COMMISSION	1,090.00	1,090.00	13.50	13.50	1,076.50	1.24
101-701-887.000	PLANNING COMMISSION	3,260.00	3,260.00	235.50	13.50	3,024.50	7.22

PERIOD ENDING 03/31/2019

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

GL NUMBER	DESCRIPTION	2018-19	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	03/31/2019 NORM (ABNORM)	MONTH 03/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 101 - GENERAL FUND							
Expenditures							
101-701-889.000	ZONING BOARD OF APPEALS	840.00	840.00	96.00	0.00	744.00	11.43
101-701-900.000	PRINTING & PUBLISHING	0.00	300.00	288.45	0.00	11.55	96.15
101-701-913.000	TRAVEL & TRAINING	1,400.00	0.00	0.00	0.00	0.00	0.00
101-701-915.000	MEMBERSHIPS & DUES	60.00	60.00	0.00	0.00	60.00	0.00
101-701-931.000	REPAIRS/MAINT - EQUIPMENT	200.00	200.00	0.00	0.00	200.00	0.00
101-701-933.000	SOFTWARE AGREE / COPIER MAINT	3,280.00	3,280.00	3,258.23	835.59	21.77	99.34
Total Dept 701 - PLANNING & ZONING		107,953.00	107,953.00	55,704.33	1,112.59	52,248.67	51.60
Dept 751 - PARKS & RECREATION							
101-751-702.000	WAGES - FULL TIME	90,413.00	90,413.00	66,219.72	10,526.40	24,193.28	73.24
101-751-704.000	WAGES - PART-TIME	56,000.00	56,000.00	21,453.09	0.00	34,546.91	38.31
101-751-708.000	COSTS - SUTA	2,538.00	2,538.00	911.87	6.12	1,626.13	35.93
101-751-709.000	COSTS - SOCIAL SECURITY	9,667.00	9,667.00	6,233.89	642.18	3,433.11	64.49
101-751-711.000	COSTS - MEDICARE	2,261.00	2,261.00	1,457.93	150.19	803.07	64.48
101-751-713.000	WAGES - OVERTIME	8,500.00	8,500.00	8,008.23	288.50	491.77	94.21
101-751-713.001	WAGES - 2E STANDBY PAY	500.00	500.00	0.00	0.00	500.00	0.00
101-751-717.000	COSTS - MERS CONTRIBUTION	5,834.00	5,834.00	5,170.94	574.56	663.06	88.63
101-751-718.000	COSTS - HEALTH INSURANCE	23,405.00	23,405.00	17,409.93	1,985.37	5,995.07	74.39
101-751-718.001	COSTS - HSA CONTRIBUTION	6,000.00	6,000.00	6,000.00	0.00	0.00	100.00
101-751-718.002	COSTS - DENTAL INSURANCE	1,453.00	1,453.00	1,091.97	121.11	361.03	75.15
101-751-718.003	COSTS - VISION / ANCILLIARY	325.00	325.00	243.63	27.07	81.37	74.96
101-751-721.000	COSTS - UNIFORM/CLEANING ALLO	1,161.00	1,161.00	399.50	0.00	761.50	34.41
101-751-723.000	COSTS - RETIREE HEALTH CARE	3,000.00	3,000.00	2,452.11	250.00	547.89	81.74
101-751-725.000	COSTS - LIFE INSURANCE	192.00	192.00	166.32	18.48	25.68	86.63
101-751-726.000	COSTS - WORKERS COMPENSATION	4,709.00	4,709.00	2,729.73	301.33	1,979.27	57.97
101-751-727.000	WAGES - HOL/VAC/SICK SELLBACK	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-751-752.000	SUPPLIES - OPERATING	23,000.00	23,000.00	12,123.36	1,487.18	10,876.64	52.71
101-751-770.000	VEHICLE GAS / DIESEL	8,400.00	8,400.00	6,593.06	731.60	1,806.94	78.49
101-751-801.000	PROFESSIONAL & CONSULTING SER	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
101-751-850.000	COMMUNICATIONS - PHONE	1,000.00	1,000.00	719.82	119.97	280.18	71.98
101-751-883.000	HARBOR COMMISSION	100.00	100.00	0.00	0.00	100.00	0.00
101-751-886.000	PARKS COMMISSION	800.00	800.00	230.24	0.00	569.76	28.78
101-751-900.000	PRINTING & PUBLISHING	1,050.00	1,050.00	389.30	0.00	660.70	37.08
101-751-913.000	TRAVEL & TRAINING	1,200.00	1,200.00	50.00	0.00	1,150.00	4.17
101-751-918.000	UTILITIES - WATER	23,000.00	23,000.00	11,484.33	553.35	11,515.67	49.93
101-751-920.000	UTILITIES - ELECTRIC	21,000.00	21,000.00	16,939.79	2,539.23	4,060.21	80.67
101-751-921.000	UTILITIES - NATURAL GAS	1,000.00	1,000.00	667.38	122.71	332.62	66.74
101-751-930.000	REPAIRS/MAINT - BUILDINGS/LAN	34,800.00	34,800.00	30,112.04	611.59	4,687.96	86.53
101-751-931.000	REPAIRS/MAINT - EQUIPMENT	25,000.00	25,000.00	8,731.04	801.67	16,268.96	34.92
101-751-932.000	REPAIRS/MAINT - VEHICLES	2,500.00	2,500.00	1,169.49	0.00	1,330.51	46.78
101-751-957.000	MOTOR POOL	37,636.00	37,636.00	28,226.97	3,136.33	9,409.03	75.00
101-751-985.000	CAPITAL OUTLAY	8,500.00	8,500.00	915.92	0.00	7,584.08	10.78
Total Dept 751 - PARKS & RECREATION		406,944.00	406,944.00	258,301.60	24,994.94	148,642.40	63.47
Dept 801 - APPROPRIATIONS							
101-801-890.000	ALTERNATIVES FOR AREA YOUTH	13,000.00	13,000.00	13,000.00	0.00	0.00	100.00
101-801-892.000	ECONOMIC DEVELOPMENT	25,000.00	25,000.00	0.00	0.00	25,000.00	0.00
101-801-893.500	MAPS PAINE POOL	40,000.00	40,000.00	40,000.00	10,000.00	0.00	100.00
101-801-894.000	MANISTEE RECREATION ASSOC.	27,000.00	27,000.00	27,000.00	0.00	0.00	100.00

PERIOD ENDING 03/31/2019

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

GL NUMBER	DESCRIPTION	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORM (ABNORM)	ACTIVITY FOR MONTH 03/31/19 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND							
Expenditures							
101-801-894.500	MANISTEE SAINTS	3,000.00	2,000.00	2,000.00	0.00	0.00	100.00
101-801-895.000	MAN. CO. HISTORICAL MUSEUM	9,000.00	10,000.00	10,000.00	0.00	0.00	100.00
101-801-897.000	RAMSDELL REGIONAL CENTER FOR	55,000.00	55,000.00	55,000.00	13,750.00	0.00	100.00
Total Dept 801 - APPROPRIATIONS		172,000.00	172,000.00	147,000.00	23,750.00	25,000.00	85.47
Dept 905 - DEBT SERVICE							
101-905-991.006	2010 DDA REFUNDING - PRINCIPA	130,000.00	130,000.00	130,000.00	0.00	0.00	100.00
101-905-991.008	2013 CI REFUNDING - PRINCIPAL	200,000.00	200,000.00	200,000.00	0.00	0.00	100.00
101-905-992.106	2010 DDA REFUNDING - INTEREST	8,000.00	8,000.00	8,000.00	0.00	0.00	100.00
101-905-992.108	2013 CI REFUNDING - INTEREST	29,700.00	29,700.00	29,700.00	13,850.00	0.00	100.00
Total Dept 905 - DEBT SERVICE		367,700.00	367,700.00	367,700.00	13,850.00	0.00	100.00
TOTAL EXPENDITURES		6,279,409.00	6,358,459.00	4,654,443.94	578,487.66	1,704,015.06	73.20
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		6,279,409.00	6,279,409.00	5,191,344.01	208,169.85	1,088,064.99	82.67
TOTAL EXPENDITURES		6,279,409.00	6,358,459.00	4,654,443.94	578,487.66	1,704,015.06	73.20
NET OF REVENUES & EXPENDITURES		0.00	(79,050.00)	536,900.07	(370,317.81)	(615,950.07)	679.19

PERIOD ENDING 03/31/2019

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

GL NUMBER	DESCRIPTION	2018-19	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	03/31/2019 NORM (ABNORM)	MONTH 03/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 202 - MAJOR STREET FUND							
Revenues							
Dept 000							
202-000-540.000	STATE GRANT - OTHER	187,500.00	187,500.00	96,899.98	0.00	90,600.02	51.68
202-000-546.001	STATE GRANT - ACT 51 REVENUE	576,708.00	576,708.00	345,021.62	54,237.51	231,686.38	59.83
202-000-546.003	STATE GRANT - MOVABLE BRIDGES	0.00	113,500.00	70,693.87	19,719.19	42,806.13	62.29
202-000-548.000	SNOW REMOVAL	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
202-000-626.000	CHARGE FOR SERVICE	180,000.00	180,000.00	81,190.24	21,672.32	98,809.76	45.11
202-000-665.000	INVESTMENT - INTEREST	1,000.00	1,000.00	7,134.20	1,214.44	(6,134.20)	713.42
202-000-676.000	REIMBURSEMENT	113,500.00	0.00	10,602.41	0.00	(10,602.41)	100.00
202-000-699.000	TRANSFERS IN	85,000.00	85,000.00	0.00	0.00	85,000.00	0.00
Total Dept 000		1,153,708.00	1,153,708.00	611,542.32	96,843.46	542,165.68	53.01
TOTAL REVENUES		1,153,708.00	1,153,708.00	611,542.32	96,843.46	542,165.68	53.01
Expenditures							
Dept 000							
202-000-752.000	SUPPLIES - OPERATING	500.00	500.00	274.32	274.32	225.68	54.86
202-000-863.000	TRAFFIC SERVICES	19,500.00	19,500.00	21,392.01	656.87	(1,892.01)	109.70
202-000-864.000	PRESERVATION STREETS	110,000.00	110,000.00	68,652.33	7,083.33	41,347.67	62.41
202-000-864.001	PRESERVATION STREETS -PROJECT	432,050.00	432,050.00	94,147.54	946.50	337,902.46	21.79
202-000-865.000	ROUTINE MAINTENANCE BRIDGES	20,000.00	20,000.00	7,940.24	3.50	12,059.76	39.70
202-000-865.001	OPERATIONS - BRIDGE	106,000.00	106,000.00	79,499.97	8,833.33	26,500.03	75.00
202-000-866.000	WINTER MAINTENANCE STREETS	160,500.00	160,500.00	133,055.21	31,148.28	27,444.79	82.90
202-000-870.000	SIDEWALKS	12,500.00	12,500.00	9,075.30	6,829.00	3,424.70	72.60
202-000-918.000	UTILITIES - WATER	1,200.00	1,200.00	740.16	80.98	459.84	61.68
202-000-920.000	UTILITIES - ELECTRIC	4,500.00	4,500.00	2,874.25	610.70	1,625.75	63.87
202-000-921.000	UTILITIES - NATURAL GAS	2,000.00	2,000.00	805.37	152.66	1,194.63	40.27
202-000-995.000	TRANSFERS OUT	180,776.00	180,776.00	0.00	0.00	180,776.00	0.00
Total Dept 000		1,049,526.00	1,049,526.00	418,456.70	56,619.47	631,069.30	39.87
TOTAL EXPENDITURES		1,049,526.00	1,049,526.00	418,456.70	56,619.47	631,069.30	39.87
Fund 202 - MAJOR STREET FUND:							
TOTAL REVENUES		1,153,708.00	1,153,708.00	611,542.32	96,843.46	542,165.68	53.01
TOTAL EXPENDITURES		1,049,526.00	1,049,526.00	418,456.70	56,619.47	631,069.30	39.87
NET OF REVENUES & EXPENDITURES		104,182.00	104,182.00	193,085.62	40,223.99	(88,903.62)	185.33

PERIOD ENDING 03/31/2019

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

GL NUMBER	DESCRIPTION	2018-19	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	03/31/2019 NORM (ABNORM)	MONTH 03/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 203 - LOCAL STREET FUND							
Revenues							
Dept 000							
203-000-546.001	STATE GRANT - ACT 51 REVENUE	198,988.00	198,988.00	119,867.20	18,828.17	79,120.80	60.24
203-000-548.000	SNOW REMOVAL	500.00	500.00	0.00	0.00	500.00	0.00
203-000-665.000	INVESTMENT - INTEREST	50.00	50.00	548.33	109.41	(498.33)	1,096.66
203-000-699.000	TRANSFERS IN	524,776.00	524,776.00	24,797.20	24,797.20	499,978.80	4.73
Total Dept 000		724,314.00	724,314.00	145,212.73	43,734.78	579,101.27	20.05
TOTAL REVENUES		724,314.00	724,314.00	145,212.73	43,734.78	579,101.27	20.05
Expenditures							
Dept 000							
203-000-752.000	SUPPLIES - OPERATING	500.00	500.00	298.15	251.99	201.85	59.63
203-000-863.000	TRAFFIC SERVICES	6,000.00	6,000.00	1,376.42	343.00	4,623.58	22.94
203-000-864.000	PRESERVATION STREETS	90,000.00	90,000.00	56,300.05	5,416.67	33,699.95	62.56
203-000-864.001	PRESERVATION STREETS -PROJECTS	451,100.00	451,100.00	12,498.12	0.00	438,601.88	2.77
203-000-866.000	WINTER MAINTENANCE STREETS	92,500.00	92,500.00	84,305.14	25,731.58	8,194.86	91.14
203-000-870.000	SIDEWALKS	12,500.00	12,500.00	1,843.45	361.63	10,656.55	14.75
Total Dept 000		652,600.00	652,600.00	156,621.33	32,104.87	495,978.67	24.00
Dept 905 - DEBT SERVICE							
203-905-991.000	PRINCIPLE PORTION OF PAYMENTS	47,414.00	47,414.00	47,413.79	0.00	0.21	100.00
203-905-992.012	2010 CAPITAL IMP BOND INTEREST	33,362.00	33,362.00	33,362.25	16,236.62	(0.25)	100.00
Total Dept 905 - DEBT SERVICE		80,776.00	80,776.00	80,776.04	16,236.62	(0.04)	100.00
TOTAL EXPENDITURES		733,376.00	733,376.00	237,397.37	48,341.49	495,978.63	32.37
Fund 203 - LOCAL STREET FUND:							
TOTAL REVENUES		724,314.00	724,314.00	145,212.73	43,734.78	579,101.27	20.05
TOTAL EXPENDITURES		733,376.00	733,376.00	237,397.37	48,341.49	495,978.63	32.37
NET OF REVENUES & EXPENDITURES		(9,062.00)	(9,062.00)	(92,184.64)	(4,606.71)	83,122.64	1,017.27

PERIOD ENDING 03/31/2019

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

GL NUMBER	DESCRIPTION	2018-19	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	03/31/2019 NORM (ABNORM)	MONTH 03/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 204 - MUNICIPAL STREET FUND							
Revenues							
Dept 000							
204-000-546.002	STATE GRANT - ROW FEE	27,000.00	27,000.00	0.00	0.00	27,000.00	0.00
Total Dept 000		27,000.00	27,000.00	0.00	0.00	27,000.00	0.00
TOTAL REVENUES		27,000.00	27,000.00	0.00	0.00	27,000.00	0.00
Expenditures							
Dept 000							
204-000-801.000	PROFESSIONAL & CONSULTING SER	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
204-000-950.000	TREES	8,000.00	8,000.00	5,417.35	0.00	2,582.65	67.72
204-000-995.000	TRANSFERS OUT	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
Total Dept 000		29,500.00	29,500.00	5,417.35	0.00	24,082.65	18.36
TOTAL EXPENDITURES		29,500.00	29,500.00	5,417.35	0.00	24,082.65	18.36
Fund 204 - MUNICIPAL STREET FUND:							
TOTAL REVENUES		27,000.00	27,000.00	0.00	0.00	27,000.00	0.00
TOTAL EXPENDITURES		29,500.00	29,500.00	5,417.35	0.00	24,082.65	18.36
NET OF REVENUES & EXPENDITURES		(2,500.00)	(2,500.00)	(5,417.35)	0.00	2,917.35	216.69

PERIOD ENDING 03/31/2019

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

GL NUMBER	DESCRIPTION	2018-19	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	03/31/2019 NORM (ABNORM)	MONTH 03/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 226 - CITY REFUSE FUND							
Revenues							
Dept 000							
226-000-402.000	TAXES - REAL/PERSONAL PROPERT	218,685.00	218,685.00	194,685.15	1,801.66	23,999.85	89.03
226-000-411.000	TAXES - DELINQ REAL PROPERTY	12,396.00	12,396.00	0.00	0.00	12,396.00	0.00
226-000-412.000	TAXES - DELINQ PERSONAL PROP	200.00	200.00	0.00	0.00	200.00	0.00
226-000-613.000	PENALTIES	4,000.00	4,000.00	6,669.09	762.37	(2,669.09)	166.73
226-000-626.000	CHARGE FOR SERVICE	335,145.00	335,145.00	267,281.92	31,195.96	67,863.08	79.75
226-000-643.000	SALES - YARD BAGS	10,000.00	10,000.00	6,606.00	1,174.50	3,394.00	66.06
226-000-644.000	SALES - TRASH BAGS	800.00	800.00	923.25	121.00	(123.25)	115.41
226-000-644.001	SALES - COMPOST	0.00	0.00	360.00	0.00	(360.00)	100.00
226-000-665.000	INVESTMENT - INTEREST	200.00	200.00	1,096.66	218.74	(896.66)	548.33
226-000-672.000	OTHER REVENUE	0.00	0.00	73.10	0.00	(73.10)	100.00
Total Dept 000		581,426.00	581,426.00	477,695.17	35,274.23	103,730.83	82.16
TOTAL REVENUES		581,426.00	581,426.00	477,695.17	35,274.23	103,730.83	82.16
Expenditures							
Dept 000							
226-000-752.000	SUPPLIES - OPERATING	2,500.00	2,500.00	10,219.54	584.34	(7,719.54)	408.78
226-000-755.000	SUPPLIES - YARD BAGS	12,000.00	12,000.00	6,600.00	0.00	5,400.00	55.00
226-000-803.000	ADMINISTRATION	40,699.00	40,699.00	30,524.25	0.00	10,174.75	75.00
226-000-826.000	RESIDENTIAL CONTRACT FEES	388,433.00	388,433.00	294,929.48	32,847.58	93,503.52	75.93
226-000-827.000	MUNICIPAL CONTRACT FEES	18,500.00	18,500.00	17,084.86	0.00	1,415.14	92.35
226-000-830.000	YARD WASTE CONTRACT FEES	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
226-000-830.001	YARD WASTE CITY	100,493.00	100,493.00	75,369.78	8,374.42	25,123.22	75.00
226-000-920.000	UTILITIES - ELECTRIC	480.00	480.00	273.33	1.43	206.67	56.94
Total Dept 000		566,105.00	566,105.00	435,001.24	41,807.77	131,103.76	76.84
TOTAL EXPENDITURES		566,105.00	566,105.00	435,001.24	41,807.77	131,103.76	76.84
Fund 226 - CITY REFUSE FUND:							
TOTAL REVENUES		581,426.00	581,426.00	477,695.17	35,274.23	103,730.83	82.16
TOTAL EXPENDITURES		566,105.00	566,105.00	435,001.24	41,807.77	131,103.76	76.84
NET OF REVENUES & EXPENDITURES		15,321.00	15,321.00	42,693.93	(6,533.54)	(27,372.93)	278.66

PERIOD ENDING 03/31/2019

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

GL NUMBER	DESCRIPTION	2018-19	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	03/31/2019 NORM (ABNORM)	MONTH 03/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 245 - OIL & GAS FUND							
Revenues							
Dept 000							
245-000-665.000	INVESTMENT - INTEREST	225,000.00	225,000.00	175,062.96	21,072.08	49,937.04	77.81
245-000-668.000	INVESTMENT - OIL ROYALTIES	40,000.00	40,000.00	43,454.53	3,633.15	(3,454.53)	108.64
245-000-669.000	INVESTMENT - GAINS & LOSSES	400,000.00	400,000.00	438,757.78	201,405.63	(38,757.78)	109.69
Total Dept 000		665,000.00	665,000.00	657,275.27	226,110.86	7,724.73	98.84
TOTAL REVENUES		665,000.00	665,000.00	657,275.27	226,110.86	7,724.73	98.84
Expenditures							
Dept 000							
245-000-801.000	PROFESSIONAL & CONSULTING SER	55,000.00	55,000.00	41,207.16	0.00	13,792.84	74.92
245-000-995.000	TRANSFERS OUT	591,042.00	591,042.00	300,000.00	0.00	291,042.00	50.76
Total Dept 000		646,042.00	646,042.00	341,207.16	0.00	304,834.84	52.82
TOTAL EXPENDITURES		646,042.00	646,042.00	341,207.16	0.00	304,834.84	52.82
Fund 245 - OIL & GAS FUND:							
TOTAL REVENUES		665,000.00	665,000.00	657,275.27	226,110.86	7,724.73	98.84
TOTAL EXPENDITURES		646,042.00	646,042.00	341,207.16	0.00	304,834.84	52.82
NET OF REVENUES & EXPENDITURES		18,958.00	18,958.00	316,068.11	226,110.86	(297,110.11)	1,667.20

PERIOD ENDING 03/31/2019

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

GL NUMBER	DESCRIPTION	2018-19	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	03/31/2019 NORM (ABNORM)	MONTH 03/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 272 - PEG COMMISSION							
Revenues							
Dept 000							
272-000-581.000	CONTRIBUTION FROM LOCAL UNITS	8,800.00	8,800.00	0.00	0.00	8,800.00	0.00
272-000-679.000	CABLE GRANT	6,600.00	6,600.00	3,463.28	0.00	3,136.72	52.47
Total Dept 000		15,400.00	15,400.00	3,463.28	0.00	11,936.72	22.49
TOTAL REVENUES		15,400.00	15,400.00	3,463.28	0.00	11,936.72	22.49
Expenditures							
Dept 000							
272-000-752.000	SUPPLIES - OPERATING	1,345.00	1,345.00	0.00	0.00	1,345.00	0.00
272-000-801.000	PROFESSIONAL & CONSULTING SER	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
272-000-880.000	MARKETING & PROMOTION	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
272-000-931.000	REPAIRS/MAINT - EQUIPMENT	2,655.00	2,655.00	0.00	0.00	2,655.00	0.00
272-000-985.000	CAPITAL OUTLAY	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
Total Dept 000		19,000.00	19,000.00	0.00	0.00	19,000.00	0.00
TOTAL EXPENDITURES		19,000.00	19,000.00	0.00	0.00	19,000.00	0.00
Fund 272 - PEG COMMISSION:							
TOTAL REVENUES		15,400.00	15,400.00	3,463.28	0.00	11,936.72	22.49
TOTAL EXPENDITURES		19,000.00	19,000.00	0.00	0.00	19,000.00	0.00
NET OF REVENUES & EXPENDITURES		(3,600.00)	(3,600.00)	3,463.28	0.00	(7,063.28)	96.20

PERIOD ENDING 03/31/2019

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

GL NUMBER	DESCRIPTION	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORM (ABNORM)	ACTIVITY FOR MONTH 03/31/19 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 275 - GRANT MANAGEMENT FUND							
Revenues							
Dept 000							
275-000-505.000	FEDERAL GRANT - PUBLIC SAFETY	0.00	0.00	100,718.00	0.00	(100,718.00)	100.00
275-000-582.000	LOCAL GRANTS	50,000.00	50,000.00	16,976.96	0.00	33,023.04	33.95
Total Dept 000		50,000.00	50,000.00	117,694.96	0.00	(67,694.96)	235.39
TOTAL REVENUES		50,000.00	50,000.00	117,694.96	0.00	(67,694.96)	235.39
Expenditures							
Dept 901 - LOCAL REVENUE SHARING GRANTS							
275-901-965.001	LRSB GRANT EXPENSE	50,000.00	6,447.00	0.00	0.00	6,447.00	0.00
275-901-965.049	2011 CYCLE 2 SAFE ROUTE2SCHOO	0.00	0.00	10,602.41	0.00	(10,602.41)	100.00
275-901-965.077	2018 CYCLE 1 - EVIDENCE LOCKER P.D.	0.00	15,110.00	7,555.00	0.00	7,555.00	50.00
275-901-965.078	2018 CYCLE 1 - FEMA MATCH MON/EXT TOO	0.00	11,466.00	11,466.00	0.00	0.00	100.00
275-901-986.079	2018 CYCLE2-FD STRETCHER, BACKBD, BASKE'	0.00	5,356.00	4,937.99	0.00	418.01	92.20
275-901-986.080	2018 CYCLE2-PD TASERS, ACCESSORIES	0.00	11,621.00	11,621.00	0.00	0.00	100.00
Total Dept 901 - LOCAL REVENUE SHARING GRANTS		50,000.00	50,000.00	46,182.40	0.00	3,817.60	92.36
Dept 902 - OTHER GRANTS							
275-902-986.106	FEMA HEART MONITOR\EXTRICATION EQUIP	0.00	104,500.00	103,864.50	3,146.50	635.50	99.39
Total Dept 902 - OTHER GRANTS		0.00	104,500.00	103,864.50	3,146.50	635.50	99.39
TOTAL EXPENDITURES		50,000.00	154,500.00	150,046.90	3,146.50	4,453.10	97.12
Fund 275 - GRANT MANAGEMENT FUND:							
TOTAL REVENUES		50,000.00	50,000.00	117,694.96	0.00	(67,694.96)	235.39
TOTAL EXPENDITURES		50,000.00	154,500.00	150,046.90	3,146.50	4,453.10	97.12
NET OF REVENUES & EXPENDITURES		0.00	(104,500.00)	(32,351.94)	(3,146.50)	(72,148.06)	30.96

REVENUE AND EXPENDITURE REPORT FOR MANISTEE CITY  
 PERIOD ENDING 03/31/2019

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

GL NUMBER	DESCRIPTION	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORM (ABNORM)	ACTIVITY FOR MONTH 03/31/19 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 430 - CAPITAL IMPROVEMENT FUND							
Revenues							
Dept 000							
430-000-699.000	TRANSFERS IN	591,042.00	591,042.00	300,000.00	0.00	291,042.00	50.76
Total Dept 000		591,042.00	591,042.00	300,000.00	0.00	291,042.00	50.76
TOTAL REVENUES		591,042.00	591,042.00	300,000.00	0.00	291,042.00	50.76
Expenditures							
Dept 000							
430-000-986.019	MARINA BLDG NOTE SUPPORT	65,000.00	65,000.00	65,000.00	0.00	0.00	100.00
430-000-986.029	LOCAL STREETS	254,000.00	254,000.00	0.00	0.00	254,000.00	0.00
430-000-986.035	ACCOUNTING SOFTWARE FY17,18,1	15,500.00	15,500.00	15,500.00	0.00	0.00	100.00
430-000-986.036	MAJOR STREETS	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00
Total Dept 000		384,500.00	384,500.00	80,500.00	0.00	304,000.00	20.94
Dept 905 - DEBT SERVICE							
430-905-986.004	RAMSDELL - HVAC NOTE	80,850.00	80,850.00	80,850.00	0.00	0.00	100.00
430-905-991.000	PRINCIPLE PORTION OF PAYMENTS	42,328.00	42,328.00	42,327.59	0.00	0.41	100.00
430-905-992.012	2010 CAPITAL IMP BOND INTEREST	29,783.00	29,783.00	29,783.38	14,494.87	(0.38)	100.00
430-905-992.202	RAMSDELL THEATRE HVAC - INTERE	28,100.00	28,100.00	28,100.00	0.00	0.00	100.00
Total Dept 905 - DEBT SERVICE		181,061.00	181,061.00	181,060.97	14,494.87	0.03	100.00
TOTAL EXPENDITURES		565,561.00	565,561.00	261,560.97	14,494.87	304,000.03	46.25
Fund 430 - CAPITAL IMPROVEMENT FUND:							
TOTAL REVENUES		591,042.00	591,042.00	300,000.00	0.00	291,042.00	50.76
TOTAL EXPENDITURES		565,561.00	565,561.00	261,560.97	14,494.87	304,000.03	46.25
NET OF REVENUES & EXPENDITURES		25,481.00	25,481.00	38,439.03	(14,494.87)	(12,958.03)	150.85

PERIOD ENDING 03/31/2019

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

GL NUMBER	DESCRIPTION	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORM (ABNORM)	ACTIVITY FOR MONTH 03/31/19 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 496 - RENAISSANCE PARK							
Revenues							
Dept 000							
496-000-699.000	TRANSFERS IN	5,620.00	5,620.00	0.00	0.00	5,620.00	0.00
Total Dept 000		5,620.00	5,620.00	0.00	0.00	5,620.00	0.00
TOTAL REVENUES		5,620.00	5,620.00	0.00	0.00	5,620.00	0.00
Expenditures							
Dept 000							
496-000-991.002	RENAISSANCE PARK - PRINCIPAL	5,620.00	5,620.00	5,616.00	0.00	4.00	99.93
Total Dept 000		5,620.00	5,620.00	5,616.00	0.00	4.00	99.93
TOTAL EXPENDITURES		5,620.00	5,620.00	5,616.00	0.00	4.00	99.93
Fund 496 - RENAISSANCE PARK:							
TOTAL REVENUES		5,620.00	5,620.00	0.00	0.00	5,620.00	0.00
TOTAL EXPENDITURES		5,620.00	5,620.00	5,616.00	0.00	4.00	99.93
NET OF REVENUES & EXPENDITURES		0.00	0.00	(5,616.00)	0.00	5,616.00	100.00

PERIOD ENDING 03/31/2019

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

GL NUMBER	DESCRIPTION	2018-19	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	03/31/2019 NORM (ABNORM)	MONTH 03/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 501 - BOAT LAUNCH FUND							
Revenues							
Dept 000							
501-000-642.000	SALES	37,000.00	37,000.00	22,013.00	1,040.00	14,987.00	59.49
501-000-665.000	INVESTMENT - INTEREST	50.00	50.00	0.00	0.00	50.00	0.00
Total Dept 000		37,050.00	37,050.00	22,013.00	1,040.00	15,037.00	59.41
TOTAL REVENUES		37,050.00	37,050.00	22,013.00	1,040.00	15,037.00	59.41
Expenditures							
Dept 000							
501-000-752.000	SUPPLIES - OPERATING	2,800.00	2,800.00	1,015.88	0.00	1,784.12	36.28
501-000-801.000	PROFESSIONAL & CONSULTING SER	500.00	500.00	0.00	0.00	500.00	0.00
501-000-803.000	ADMINISTRATION	2,600.00	2,600.00	2,600.00	0.00	0.00	100.00
501-000-850.000	COMMUNICATIONS - PHONE	480.00	480.00	359.91	39.99	120.09	74.98
501-000-880.000	MARKETING & PROMOTION	500.00	500.00	0.00	0.00	500.00	0.00
501-000-918.000	UTILITIES - WATER	2,500.00	2,500.00	1,564.74	149.92	935.26	62.59
501-000-920.000	UTILITIES - ELECTRIC	3,800.00	3,800.00	2,544.66	215.60	1,255.34	66.96
501-000-930.000	REPAIRS/MAINT - BUILDINGS/LAN	3,000.00	3,000.00	382.39	0.00	2,617.61	12.75
501-000-931.000	REPAIRS/MAINT - EQUIPMENT	500.00	500.00	0.00	0.00	500.00	0.00
501-000-960.000	BANK CHARGES	700.00	700.00	386.60	0.00	313.40	55.23
Total Dept 000		17,380.00	17,380.00	8,854.18	405.51	8,525.82	50.94
Dept 905 - DEBT SERVICE							
501-905-991.203	PRINCIPAL - INTERNAL LOAN	13,419.00	13,419.00	0.00	0.00	13,419.00	0.00
501-905-992.203	INTEREST - INTERNAL LOAN	1,117.00	1,117.00	1,382.15	0.00	(265.15)	123.74
Total Dept 905 - DEBT SERVICE		14,536.00	14,536.00	1,382.15	0.00	13,153.85	9.51
TOTAL EXPENDITURES		31,916.00	31,916.00	10,236.33	405.51	21,679.67	32.07
Fund 501 - BOAT LAUNCH FUND:							
TOTAL REVENUES		37,050.00	37,050.00	22,013.00	1,040.00	15,037.00	59.41
TOTAL EXPENDITURES		31,916.00	31,916.00	10,236.33	405.51	21,679.67	32.07
NET OF REVENUES & EXPENDITURES		5,134.00	5,134.00	11,776.67	634.49	(6,642.67)	229.39

PERIOD ENDING 03/31/2019

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

GL NUMBER	DESCRIPTION	2018-19	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	03/31/2019 NORM (ABNORM)	MONTH 03/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 592 - WATER & SEWER UTILITY							
Revenues							
Dept 000							
592-000-540.000	STATE GRANT - OTHER	205,000.00	205,000.00	139,528.73	55,921.87	65,471.27	68.06
592-000-613.000	PENALTIES	44,006.00	44,006.00	39,079.27	4,610.62	4,926.73	88.80
592-000-614.000	WATER READY TO SERVE	221,403.00	221,403.00	160,814.28	18,913.31	60,588.72	72.63
592-000-615.000	SEWER READY TO SERVE	628,927.00	628,927.00	451,858.04	52,504.49	177,068.96	71.85
592-000-616.000	NEW SERVICE	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
592-000-626.000	CHARGE FOR SERVICE	500.00	500.00	635.42	235.42	(135.42)	127.08
592-000-642.000	SALES	0.00	0.00	3,576.17	3,576.17	(3,576.17)	100.00
592-000-648.000	SALES - WATER	1,005,139.00	1,005,139.00	515,716.52	54,980.50	489,422.48	51.31
592-000-648.001	SALES - WATER SPRINKLERS	0.00	0.00	151,905.04	5,146.39	(151,905.04)	100.00
592-000-649.000	SALES - SEWER	2,145,098.00	2,145,098.00	1,539,089.87	158,241.34	606,008.13	71.75
592-000-650.000	SALES - METERS	6,500.00	6,500.00	4,059.47	801.00	2,440.53	62.45
592-000-665.000	INVESTMENT - INTEREST	12,000.00	12,000.00	33,036.86	2,825.45	(21,036.86)	275.31
592-000-667.000	RENTAL INCOME	106,971.00	106,971.00	69,482.89	0.00	37,488.11	64.95
592-000-667.020	RENTAL - HYDRANT & TUNNEL	21,600.00	21,600.00	16,200.00	0.00	5,400.00	75.00
592-000-672.000	OTHER REVENUE	9,000.00	9,000.00	4,944.07	810.00	4,055.93	54.93
592-000-676.000	REIMBURSEMENT	8,000.00	8,000.00	1,202.87	293.76	6,797.13	15.04
592-000-680.000	CAPITAL COST RECOVERY	23,855.00	23,855.00	16,963.83	1,987.95	6,891.17	71.11
592-000-687.000	REFUNDS	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00
592-000-696.000	BOND/NOTE PROCEEDS	0.00	2,245,000.00	0.00	0.00	2,245,000.00	0.00
592-000-696.001	BOND PROCEEDS USED	2,245,000.00	0.00	0.00	0.00	0.00	0.00
592-000-699.000	TRANSFERS IN	391,042.00	391,042.00	0.00	0.00	391,042.00	0.00
Total Dept 000		7,098,041.00	7,098,041.00	3,148,093.33	360,848.27	3,949,947.67	44.35
TOTAL REVENUES		7,098,041.00	7,098,041.00	3,148,093.33	360,848.27	3,949,947.67	44.35
Expenditures							
Dept 275 - GENERAL							
592-275-961.000	UTILITY OWNERSHIP FEE	190,000.00	190,000.00	146,061.31	16,176.83	43,938.69	76.87
592-275-995.000	TRANSFERS OUT	391,042.00	391,042.00	0.00	0.00	391,042.00	0.00
Total Dept 275 - GENERAL		581,042.00	581,042.00	146,061.31	16,176.83	434,980.69	25.14
Dept 541 - ADMINISTRATION							
592-541-702.000	WAGES - FULL TIME	122,503.00	122,503.00	89,521.45	14,134.99	32,981.55	73.08
592-541-708.000	COSTS - SUTA	617.00	617.00	45.00	5.18	572.00	7.29
592-541-709.000	COSTS - SOCIAL SECURITY	7,657.00	7,657.00	5,463.74	831.16	2,193.26	71.36
592-541-711.000	COSTS - MEDICARE	1,791.00	1,791.00	1,277.82	194.39	513.18	71.35
592-541-713.000	WAGES - OVERTIME	1,000.00	1,000.00	105.51	0.00	894.49	10.55
592-541-717.000	COSTS - MERS CONTRIBUTION	17,130.00	17,130.00	14,259.33	1,678.36	2,870.67	83.24
592-541-718.000	COSTS - HEALTH INSURANCE	23,405.00	23,405.00	17,409.93	1,985.37	5,995.07	74.39
592-541-718.001	COSTS - HSA CONTRIBUTION	6,000.00	6,000.00	6,000.00	0.00	0.00	100.00
592-541-718.002	COSTS - DENTAL INSURANCE	1,453.00	1,453.00	1,091.97	121.11	361.03	75.15
592-541-718.003	COSTS - VISION / ANCILLIARY	325.00	325.00	243.63	27.07	81.37	74.96
592-541-725.000	COSTS - LIFE INSURANCE	168.00	168.00	145.53	16.17	22.47	86.63
592-541-726.000	COSTS - WORKERS COMPENSATION	556.00	1,656.00	1,043.34	59.99	612.66	63.00
592-541-752.000	SUPPLIES - OPERATING	10,980.00	10,980.00	6,962.00	319.81	4,018.00	63.41
592-541-801.000	PROFESSIONAL & CONSULTING SER	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
592-541-802.000	ATTORNEY	5,000.00	2,500.00	0.00	0.00	2,500.00	0.00
592-541-803.000	ADMINISTRATION	375,000.00	375,000.00	278,521.94	30,986.92	96,478.06	74.27

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

GL NUMBER	DESCRIPTION	2018-19	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	03/31/2019 NORM (ABNORM)	MONTH 03/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
<b>Fund 592 - WATER &amp; SEWER UTILITY</b>							
<b>Expenditures</b>							
592-541-850.000	COMMUNICATIONS - PHONE	10,800.00	10,800.00	3,776.18	200.05	7,023.82	34.96
592-541-853.000	COMMUNICATIONS - CELL PHONES	0.00	2,200.00	1,663.85	312.84	536.15	75.63
592-541-900.000	PRINTING & PUBLISHING	7,100.00	7,100.00	5,211.90	0.00	1,888.10	73.41
592-541-913.000	TRAVEL & TRAINING	2,000.00	1,200.00	0.00	0.00	1,200.00	0.00
592-541-915.000	MEMBERSHIPS & DUES	150.00	150.00	(83.00)	0.00	233.00	(55.33)
592-541-933.000	SOFTWARE AGREE / COPIER MAINT	3,950.00	3,950.00	949.93	0.00	3,000.07	24.05
592-541-960.000	BANK CHARGES	4,000.00	4,000.00	160.25	0.00	3,839.75	4.01
592-541-985.000	CAPITAL OUTLAY	7,000.00	7,000.00	6,000.00	0.00	1,000.00	85.71
<b>Total Dept 541 - ADMINISTRATION</b>		<b>613,585.00</b>	<b>613,585.00</b>	<b>439,770.30</b>	<b>50,873.41</b>	<b>173,814.70</b>	<b>71.67</b>
<b>Dept 542 - WATER OPERATION</b>							
592-542-702.000	WAGES - FULL TIME	139,250.00	139,250.00	97,533.14	16,149.60	41,716.86	70.04
592-542-708.000	COSTS - SUTA	926.00	926.00	67.50	5.92	858.50	7.29
592-542-709.000	COSTS - SOCIAL SECURITY	10,387.00	10,387.00	6,980.33	1,121.44	3,406.67	67.20
592-542-711.000	COSTS - MEDICARE	2,429.00	2,429.00	1,632.52	262.28	796.48	67.21
592-542-713.000	WAGES - OVERTIME	9,000.00	9,000.00	6,186.56	1,441.33	2,813.44	68.74
592-542-713.001	WAGES - 2E STANDBY PAY	17,363.00	17,363.00	11,455.81	1,720.68	5,907.19	65.98
592-542-717.000	COSTS - MERS CONTRIBUTION	7,436.00	7,436.00	5,488.73	729.14	1,947.27	73.81
592-542-718.000	COSTS - HEALTH INSURANCE	46,415.00	46,415.00	29,121.50	3,320.61	17,293.50	62.74
592-542-718.001	COSTS - HSA CONTRIBUTION	3,000.00	9,000.00	9,000.00	0.00	0.00	100.00
592-542-718.002	COSTS - DENTAL INSURANCE	2,422.00	2,422.00	1,819.80	201.84	602.20	75.14
592-542-718.003	COSTS - VISION / ANCILLIARY	626.00	626.00	469.26	52.14	156.74	74.96
592-542-721.000	COSTS - UNIFORM/CLEANING ALLO	3,330.00	3,330.00	1,109.99	(56.30)	2,220.01	33.33
592-542-723.000	COSTS - RETIREE HEALTH CARE	0.00	0.00	452.11	0.00	(452.11)	100.00
592-542-725.000	COSTS - LIFE INSURANCE	288.00	288.00	249.48	27.72	38.52	86.63
592-542-726.000	COSTS - WORKERS COMPENSATION	6,227.00	6,227.00	4,194.11	667.52	2,032.89	67.35
592-542-727.000	WAGES - HOL/VAC/SICK SELBACK	1,500.00	1,500.00	458.06	0.00	1,041.94	30.54
592-542-752.000	SUPPLIES - OPERATING	5,500.00	5,500.00	4,460.24	357.00	1,039.76	81.10
592-542-753.000	SUPPLIES - CHEMICALS	25,500.00	25,500.00	8,114.10	0.00	17,385.90	31.82
592-542-754.000	SUPPLIES - METERS	50,000.00	47,000.00	5,686.92	2,923.19	41,313.08	12.10
592-542-770.000	VEHICLE GAS / DIESEL	7,200.00	7,200.00	3,110.86	415.45	4,089.14	43.21
592-542-801.000	PROFESSIONAL & CONSULTING SER	21,500.00	21,500.00	3,500.00	500.00	18,000.00	16.28
592-542-824.000	LAB TESTING	13,500.00	13,500.00	2,333.62	27.84	11,166.38	17.29
592-542-913.000	TRAVEL & TRAINING	4,000.00	4,000.00	680.00	140.00	3,320.00	17.00
592-542-915.000	MEMBERSHIPS & DUES	600.00	600.00	261.00	83.00	339.00	43.50
592-542-920.000	UTILITIES - ELECTRIC	72,000.00	72,000.00	54,056.06	6,996.79	17,943.94	75.08
592-542-930.000	REPAIRS/MAINT - BUILDINGS/LAN	5,000.00	5,000.00	2,160.40	564.11	2,839.60	43.21
592-542-931.000	REPAIRS/MAINT - EQUIPMENT	101,500.00	98,500.00	13,686.21	621.64	84,813.79	13.89
592-542-932.000	REPAIRS/MAINT - VEHICLES	1,500.00	1,500.00	1,029.66	307.96	470.34	68.64
592-542-933.000	SOFTWARE AGREE / COPIER MAINT	5,000.00	5,000.00	3,120.50	1,808.00	1,879.50	62.41
592-542-935.000	INSURANCE	6,000.00	6,000.00	4,582.33	0.00	1,417.67	76.37
592-542-957.000	MOTOR POOL	50,000.00	50,000.00	37,500.03	4,166.67	12,499.97	75.00
592-542-985.000	CAPITAL OUTLAY	9,400.00	9,400.00	0.00	0.00	9,400.00	0.00
<b>Total Dept 542 - WATER OPERATION</b>		<b>628,799.00</b>	<b>628,799.00</b>	<b>320,500.83</b>	<b>44,555.57</b>	<b>308,298.17</b>	<b>50.97</b>
<b>Dept 543 - SEWER - WWTP</b>							
592-543-702.000	WAGES - FULL TIME	128,454.00	128,454.00	83,709.71	12,151.68	44,744.29	65.17
592-543-708.000	COSTS - SUTA	926.00	926.00	51.88	10.92	874.12	5.60
592-543-709.000	COSTS - SOCIAL SECURITY	8,814.00	8,814.00	5,676.49	789.46	3,137.51	64.40

User: ebradford

PERIOD ENDING 03/31/2019

DB: Manistee

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

GL NUMBER	DESCRIPTION	2018-19	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	03/31/2019 NORM (ABNORM)	MONTH 03/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
<b>Fund 592 - WATER &amp; SEWER UTILITY</b>							
<b>Expenditures</b>							
592-543-711.000	COSTS - MEDICARE	2,061.00	2,061.00	1,327.56	184.64	733.44	64.41
592-543-713.000	WAGES - OVERTIME	12,000.00	12,000.00	7,392.75	1,230.88	4,607.25	61.61
592-543-713.001	WAGES - 2E STANDBY PAY	1,200.00	1,200.00	909.60	0.00	290.40	75.80
592-543-717.000	COSTS - MERS CONTRIBUTION	6,072.00	6,072.00	4,364.38	529.68	1,707.62	71.88
592-543-718.000	COSTS - HEALTH INSURANCE	27,666.00	27,666.00	15,403.60	1,601.08	12,262.40	55.68
592-543-718.001	COSTS - HSA CONTRIBUTION	7,500.00	7,500.00	7,500.00	0.00	0.00	100.00
592-543-718.002	COSTS - DENTAL INSURANCE	1,722.00	1,722.00	980.13	98.67	741.87	56.92
592-543-718.003	COSTS - VISION / ANCILLIARY	401.00	401.00	237.61	22.39	163.39	59.25
592-543-721.000	COSTS - UNIFORM/CLEANING ALLO	2,920.00	2,920.00	1,651.05	182.38	1,268.95	56.54
592-543-723.000	COSTS - RETIREE HEALTH CARE	2,500.00	2,800.00	2,696.06	474.71	103.94	96.29
592-543-725.000	COSTS - LIFE INSURANCE	288.00	288.00	221.76	27.72	66.24	77.00
592-543-726.000	COSTS - WORKERS COMPENSATION	2,876.00	2,876.00	1,798.31	249.90	1,077.69	62.53
592-543-727.000	WAGES - HOL/VAC/SICK SELLBACK	2,000.00	2,000.00	324.48	0.00	1,675.52	16.22
592-543-752.000	SUPPLIES - OPERATING	28,700.00	28,700.00	27,328.78	1,217.96	1,371.22	95.22
592-543-753.000	SUPPLIES - CHEMICALS	26,500.00	26,500.00	10,373.85	0.00	16,126.15	39.15
592-543-770.000	VEHICLE GAS / DIESEL	3,600.00	3,600.00	1,982.94	175.39	1,617.06	55.08
592-543-801.000	PROFESSIONAL & CONSULTING SER	12,000.00	30,000.00	29,451.00	620.00	549.00	98.17
592-543-824.000	LAB TESTING	5,000.00	5,000.00	3,789.27	0.00	1,210.73	75.79
592-543-913.000	TRAVEL & TRAINING	4,000.00	4,000.00	3,792.67	481.50	207.33	94.82
592-543-915.000	MEMBERSHIPS & DUES	400.00	400.00	355.00	0.00	45.00	88.75
592-543-920.000	UTILITIES - ELECTRIC	130,000.00	130,000.00	100,630.24	10,267.21	29,369.76	77.41
592-543-921.000	UTILITIES - NATURAL GAS	16,000.00	16,000.00	10,933.97	1,717.40	5,066.03	68.34
592-543-930.000	REPAIRS/MAINT - BUILDINGS/LAN	35,000.00	35,000.00	19,723.93	2,966.03	15,276.07	56.35
592-543-931.000	REPAIRS/MAINT - EQUIPMENT	173,500.00	167,650.00	74,520.55	2,607.07	93,129.45	44.45
592-543-932.000	REPAIRS/MAINT - VEHICLES	2,000.00	2,000.00	1,420.82	230.95	579.18	71.04
592-543-933.000	SOFTWARE AGREE / COPIER MAINT	950.00	1,200.00	948.00	608.00	252.00	79.00
592-543-935.000	INSURANCE	21,000.00	21,000.00	12,809.16	0.00	8,190.84	61.00
592-543-957.000	MOTOR POOL	50,000.00	50,000.00	37,500.03	4,166.67	12,499.97	75.00
592-543-985.000	CAPITAL OUTLAY	0.00	7,300.00	7,218.60	0.00	81.40	98.88
<b>Total Dept 543 - SEWER - WWTP</b>		<b>716,050.00</b>	<b>736,050.00</b>	<b>477,024.18</b>	<b>42,612.29</b>	<b>259,025.82</b>	<b>64.81</b>
<b>Dept 544 - SEWER COLLECTION (STREETS)</b>							
592-544-702.000	WAGES - FULL TIME	84,822.00	84,822.00	61,803.41	9,787.21	23,018.59	72.86
592-544-708.000	COSTS - SUTA	617.00	617.00	45.00	10.33	572.00	7.29
592-544-709.000	COSTS - SOCIAL SECURITY	5,600.00	5,600.00	3,973.40	612.00	1,626.60	70.95
592-544-711.000	COSTS - MEDICARE	1,310.00	1,310.00	929.27	143.14	380.73	70.94
592-544-713.000	WAGES - OVERTIME	5,000.00	5,000.00	2,145.74	439.76	2,854.26	42.91
592-544-717.000	COSTS - MERS CONTRIBUTION	3,045.00	3,045.00	2,098.37	319.08	946.63	68.91
592-544-718.000	COSTS - HEALTH INSURANCE	17,308.00	17,308.00	12,873.89	1,468.16	4,434.11	74.38
592-544-718.001	COSTS - HSA CONTRIBUTION	4,500.00	4,500.00	4,500.00	0.00	0.00	100.00
592-544-718.002	COSTS - DENTAL INSURANCE	1,076.00	1,076.00	808.74	89.70	267.26	75.16
592-544-718.003	COSTS - VISION / ANCILLIARY	285.00	285.00	213.57	23.73	71.43	74.94
592-544-721.000	COSTS - UNIFORM/CLEANING ALLO	1,620.00	1,620.00	678.26	57.88	941.74	41.87
592-544-725.000	COSTS - LIFE INSURANCE	192.00	192.00	166.32	18.48	25.68	86.63
592-544-726.000	COSTS - WORKERS COMPENSATION	1,823.00	1,823.00	1,244.97	188.70	578.03	68.29
592-544-727.000	WAGES - HOL/VAC/SICK SELLBACK	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
592-544-752.000	SUPPLIES - OPERATING	3,500.00	3,500.00	1,849.15	153.57	1,650.85	52.83
592-544-753.000	SUPPLIES - CHEMICALS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
592-544-801.000	PROFESSIONAL & CONSULTING SER	35,000.00	35,000.00	302.50	0.00	34,697.50	0.86
592-544-913.000	TRAVEL & TRAINING	1,000.00	1,000.00	140.00	140.00	860.00	14.00
592-544-931.000	REPAIRS/MAINT - EQUIPMENT	35,500.00	35,500.00	1,240.55	55.00	34,259.45	3.49
592-544-932.000	REPAIRS/MAINT - VEHICLES	2,000.00	2,000.00	335.20	0.00	1,664.80	16.76

PERIOD ENDING 03/31/2019

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

GL NUMBER	DESCRIPTION	2018-19 ORIGINAL BUDGET	2018-19 AMENDED BUDGET	YTD BALANCE 03/31/2019 NORM (ABNORM)	ACTIVITY FOR MONTH 03/31/19 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 592 - WATER & SEWER UTILITY							
Expenditures							
592-544-957.000	MOTOR POOL	50,000.00	50,000.00	37,500.03	4,166.67	12,499.97	75.00
592-544-985.000	CAPITAL OUTLAY	7,500.00	7,500.00	0.00	0.00	7,500.00	0.00
Total Dept 544 - SEWER COLLECTION (STREETS)		264,698.00	264,698.00	132,848.37	17,673.41	131,849.63	50.19
Dept 902 - OTHER GRANTS							
592-902-947.000	SAW GRANT EXPENSE	230,000.00	230,000.00	163,185.36	50,677.55	66,814.64	70.95
592-902-947.001	2018 WATER PILOT GRANT	0.00	331,000.00	67,279.36	0.00	263,720.64	20.33
Total Dept 902 - OTHER GRANTS		230,000.00	561,000.00	230,464.72	50,677.55	330,535.28	41.08
Dept 903 - CAPITAL OUTLAY SEWER - OVER \$5,000							
592-903-985.000	CAPITAL OUTLAY	2,005,000.00	1,360,000.00	0.00	0.00	1,360,000.00	0.00
592-903-987.014	2018 STORAGE DIGESTER LID REF	0.00	0.00	56,602.56	0.00	(56,602.56)	100.00
592-903-987.015	2018 CHERRY ST PUMP STATION	0.00	0.00	35,560.00	0.00	(35,560.00)	100.00
592-903-987.016	2018 TWELFTH ST SEWER MAIN	0.00	232,000.00	107,905.98	0.00	124,094.02	46.51
592-903-987.017	2018 CAP BASIS OF DESIGN PROJECT 047	0.00	305,000.00	234,564.90	1,436.00	70,435.10	76.91
592-903-987.018	2018 COLLECT SYSTEM REHAB PILOT PROJ	365,000.00	500,000.00	451,846.86	0.00	48,153.14	90.37
592-903-987.019	WASTEWATER IMPROVEMENTS PHASE I 070	0.00	200,000.00	167,571.75	80,483.75	32,428.25	83.79
592-903-987.020	2018 WATER PILOT GRANT 065	0.00	331,000.00	0.00	0.00	331,000.00	0.00
592-903-987.021	WASTEWATER IMPROVEMENTS PHASE II 071	0.00	200,000.00	55,703.25	0.00	144,296.75	27.85
Total Dept 903 - CAPITAL OUTLAY SEWER - OVER \$5,000		2,370,000.00	3,128,000.00	1,109,755.30	81,919.75	2,018,244.70	35.48
Dept 905 - DEBT SERVICE							
592-905-960.000	BANK CHARGES	2,500.00	2,500.00	1,750.00	0.00	750.00	70.00
592-905-991.000	PRINCIPLE PORTION OF PAYMENTS	1,375,259.00	1,375,259.00	0.00	0.00	1,375,259.00	0.00
592-905-992.005	1998 B SRF BOND INTEREST	1,856.00	1,856.00	1,856.25	0.00	(0.25)	100.01
592-905-992.007	1999 B SRF BOND INTEREST	8,813.00	8,813.00	8,812.50	0.00	0.50	99.99
592-905-992.009	2006 SRF BOND INTEREST	21,649.00	21,649.00	21,649.38	0.00	(0.38)	100.00
592-905-992.010	2010 SRF BOND INTEREST	11,152.00	11,152.00	11,151.88	0.00	0.12	100.00
592-905-992.011	2010 DWRFBOND INTEREST	7,875.00	7,875.00	7,875.00	0.00	0.00	100.00
592-905-992.012	2010 CAPITAL IMP BOND INTERES	112,764.00	112,764.00	112,764.37	54,879.76	(0.37)	100.00
592-905-992.013	2011 SRF BOND INTEREST	23,269.00	23,269.00	23,269.36	0.00	(0.36)	100.00
592-905-992.014	2011 DWRFBOND INTEREST	7,814.00	7,814.00	7,813.88	0.00	0.12	100.00
592-905-992.015	2015 W/S REVENUE BOND - INT	86,750.00	86,750.00	43,375.00	0.00	43,375.00	50.00
592-905-992.016	2017 W/S REVENUE & REFUNDING - INTERE	95,872.00	95,872.00	51,136.00	0.00	44,736.00	53.34
Total Dept 905 - DEBT SERVICE		1,755,573.00	1,755,573.00	291,453.62	54,879.76	1,464,119.38	16.60
TOTAL EXPENDITURES		7,159,747.00	8,268,747.00	3,147,878.63	359,368.57	5,120,868.37	38.07
Fund 592 - WATER & SEWER UTILITY:							
TOTAL REVENUES		7,098,041.00	7,098,041.00	3,148,093.33	360,848.27	3,949,947.67	44.35
TOTAL EXPENDITURES		7,159,747.00	8,268,747.00	3,147,878.63	359,368.57	5,120,868.37	38.07
NET OF REVENUES & EXPENDITURES		(61,706.00)	(1,170,706.00)	214.70	1,479.70	(1,170,920.70)	0.02

PERIOD ENDING 03/31/2019

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

GL NUMBER	DESCRIPTION	2018-19	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	03/31/2019 NORM (ABNORM)	MONTH 03/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 594 - MARINA FUND							
Revenues							
Dept 000							
594-000-642.000	SALES	2,500.00	2,500.00	1,360.00	0.00	1,140.00	54.40
594-000-645.000	SALES - FUEL	90,000.00	90,000.00	70,307.33	0.00	19,692.67	78.12
594-000-646.000	SALES - DOCKAGE	73,000.00	73,000.00	32,535.00	669.00	40,465.00	44.57
594-000-665.000	INVESTMENT - INTEREST	50.00	50.00	0.00	0.00	50.00	0.00
594-000-667.000	RENTAL INCOME	7,500.00	7,500.00	9,360.00	1,280.00	(1,860.00)	124.80
594-000-687.000	REFUNDS	0.00	0.00	1,255.08	0.00	(1,255.08)	100.00
594-000-698.000	INSURANCE SETTLEMENT	0.00	0.00	425,876.64	0.00	(425,876.64)	100.00
594-000-699.000	TRANSFERS IN	65,000.00	65,000.00	65,000.00	0.00	0.00	100.00
Total Dept 000		238,050.00	238,050.00	605,694.05	1,949.00	(367,644.05)	254.44
TOTAL REVENUES		238,050.00	238,050.00	605,694.05	1,949.00	(367,644.05)	254.44
Expenditures							
Dept 000							
594-000-704.000	WAGES - PART-TIME	25,000.00	25,000.00	13,421.63	156.50	11,578.37	53.69
594-000-708.000	COSTS - SUTA	864.00	864.00	526.73	0.39	337.27	60.96
594-000-709.000	COSTS - SOCIAL SECURITY	1,562.00	1,562.00	961.15	9.71	600.85	61.53
594-000-711.000	COSTS - MEDICARE	365.00	365.00	224.79	2.27	140.21	61.59
594-000-713.000	WAGES - OVERTIME	200.00	200.00	0.00	0.00	200.00	0.00
594-000-726.000	COSTS - WORKERS COMPENSATION	859.00	859.00	481.75	4.91	377.25	56.08
594-000-752.000	SUPPLIES - OPERATING	5,500.00	5,500.00	2,379.33	85.85	3,120.67	43.26
594-000-760.000	SUPPLIES - GASOLINE	60,000.00	60,000.00	37,382.41	0.00	22,617.59	62.30
594-000-761.000	SUPPLIES - DIESEL FUEL	20,000.00	30,000.00	25,934.42	0.00	4,065.58	86.45
594-000-801.000	PROFESSIONAL & CONSULTING SER	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
594-000-803.000	ADMINISTRATION	11,753.00	11,753.00	5,926.50	0.00	5,826.50	50.43
594-000-880.000	MARKETING & PROMOTION	4,000.00	3,000.00	425.00	0.00	2,575.00	14.17
594-000-918.000	UTILITIES - WATER	7,200.00	12,000.00	9,347.40	144.60	2,652.60	77.90
594-000-920.000	UTILITIES - ELECTRIC	11,000.00	10,000.00	6,781.42	581.91	3,218.58	67.81
594-000-921.000	UTILITIES - NATURAL GAS	4,000.00	4,000.00	2,154.48	382.33	1,845.52	53.86
594-000-930.000	REPAIRS/MAINT - BUILDINGS/LAN	12,500.00	7,200.00	2,430.29	1,252.15	4,769.71	33.75
594-000-930.001	REPAIRS/MAINT - SEICHE DAMAGE	0.00	400,000.00	44,119.93	17,814.75	355,880.07	11.03
594-000-931.000	REPAIRS/MAINT - EQUIPMENT	1,500.00	4,000.00	2,846.71	285.98	1,153.29	71.17
594-000-935.000	INSURANCE	1,750.00	1,750.00	765.25	0.00	984.75	43.73
594-000-958.000	SALES TAX	6,000.00	6,000.00	5,255.54	0.00	744.46	87.59
594-000-960.000	BANK CHARGES	6,000.00	6,000.00	3,892.40	114.68	2,107.60	64.87
Total Dept 000		181,053.00	591,053.00	165,257.13	20,836.03	425,795.87	27.96
Dept 905 - DEBT SERVICE							
594-905-991.201	MARINA BLDG - PRINCIPAL	25,095.00	25,095.00	0.00	0.00	25,095.00	0.00
594-905-991.203	PRINCIPAL - INTERNAL LOAN	26,594.00	26,594.00	0.00	0.00	26,594.00	0.00
594-905-992.201	MARINA BLDG - INTEREST	7,292.00	7,292.00	8,079.44	0.00	(787.44)	110.80
594-905-992.203	INTEREST - INTERNAL LOAN	3,993.00	3,993.00	4,518.94	0.00	(525.94)	113.17
Total Dept 905 - DEBT SERVICE		62,974.00	62,974.00	12,598.38	0.00	50,375.62	20.01
TOTAL EXPENDITURES		244,027.00	654,027.00	177,855.51	20,836.03	476,171.49	27.19

PERIOD ENDING 03/31/2019

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

GL NUMBER	DESCRIPTION	2018-19	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	03/31/2019 NORM (ABNORM)	MONTH 03/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 594 - MARINA FUND							
Fund 594 - MARINA FUND:							
	TOTAL REVENUES	238,050.00	238,050.00	605,694.05	1,949.00	(367,644.05)	254.44
	TOTAL EXPENDITURES	244,027.00	654,027.00	177,855.51	20,836.03	476,171.49	27.19
	NET OF REVENUES & EXPENDITURES	(5,977.00)	(415,977.00)	427,838.54	(18,887.03)	(843,815.54)	102.85

PERIOD ENDING 03/31/2019

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

GL NUMBER	DESCRIPTION	2018-19	2018-19	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	03/31/2019 NORM (ABNORM)	MONTH 03/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 661 - MOTOR POOL FUND							
Revenues							
Dept 000							
661-000-642.000	SALES	0.00	0.00	23,114.50	8,114.50	(23,114.50)	100.00
661-000-665.000	INVESTMENT - INTEREST	3,000.00	3,000.00	6,374.92	787.62	(3,374.92)	212.50
661-000-670.003	EQUIPMENT RENTAL - FIRE	64,818.00	64,818.00	48,612.36	5,401.50	16,205.64	75.00
661-000-670.004	EQUIPMENT RENTAL - PARKS	37,636.00	37,636.00	28,227.96	3,136.33	9,408.04	75.00
661-000-670.005	EQUIPMENT RENTAL - POLICE	32,409.00	32,409.00	24,306.99	2,700.75	8,102.01	75.00
661-000-670.006	EQUIPMENT RENTAL - PUBLIC WOR	75,000.00	75,000.00	56,250.00	6,250.00	18,750.00	75.00
661-000-670.007	EQUIPMENT RENTAL - STREETSEWE	50,000.00	50,000.00	37,500.00	4,166.67	12,500.00	75.00
661-000-670.008	EQUIPMENT RENTAL - WATER	50,000.00	50,000.00	37,500.00	4,166.67	12,500.00	75.00
661-000-670.009	EQUIPMENT RENTAL - WWTP	50,000.00	50,000.00	37,500.00	4,166.67	12,500.00	75.00
661-000-675.000	SALE OF ASSET	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
Total Dept 000		367,863.00	367,863.00	299,386.73	38,890.71	68,476.27	81.39
TOTAL REVENUES		367,863.00	367,863.00	299,386.73	38,890.71	68,476.27	81.39
Expenditures							
Dept 000							
661-000-935.000	INSURANCE	35,000.00	35,000.00	38,765.50	0.00	(3,765.50)	110.76
661-000-981.101	DPW - PLOW TRUCKS	115,641.00	115,641.00	75,733.15	75,733.15	39,907.85	65.49
661-000-981.106	DPW - LOADER	143,622.00	143,622.00	36,538.30	0.00	107,083.70	25.44
661-000-981.201	PARKS - MOWERS	12,000.00	12,000.00	0.00	0.00	12,000.00	0.00
661-000-981.301	POLICE - PATROL CAR	48,000.00	48,000.00	1,401.02	0.00	46,598.98	2.92
661-000-981.402	FIRE - RESCUE AMBULANCE	29,000.00	29,000.00	29,000.00	0.00	0.00	100.00
661-000-981.501	WATER - PICKUP	0.00	42,861.00	0.00	0.00	42,861.00	0.00
661-000-981.503	WWTP - PICKUP	30,600.00	30,600.00	30,728.00	0.00	(128.00)	100.42
661-000-981.504	WS - VACTOR	67,881.00	67,881.00	0.00	0.00	67,881.00	0.00
Total Dept 000		481,744.00	524,605.00	212,165.97	75,733.15	312,439.03	40.44
TOTAL EXPENDITURES		481,744.00	524,605.00	212,165.97	75,733.15	312,439.03	40.44
Fund 661 - MOTOR POOL FUND:							
TOTAL REVENUES		367,863.00	367,863.00	299,386.73	38,890.71	68,476.27	81.39
TOTAL EXPENDITURES		481,744.00	524,605.00	212,165.97	75,733.15	312,439.03	40.44
NET OF REVENUES & EXPENDITURES		(113,881.00)	(156,742.00)	87,220.76	(36,842.44)	(243,962.76)	55.65
TOTAL REVENUES - ALL FUNDS							
TOTAL EXPENDITURES - ALL FUNDS							
NET OF REVENUES & EXPENDITURES		(27,650.00)	(1,773,061.00)	1,522,130.78	(186,379.86)	(3,295,191.78)	85.85

# City of Manistee

## Investment Report

3/31/2019

### INVESTMENTS BY TYPE

Cash on Hand	\$	765	0.0%
Checking	\$	1,373,444	8.3%
Money Market	\$	439,253	2.7%
CD	\$	298,931	1.8%
Investment Pool	\$	4,263,130	25.9%
Internal Loan	\$	213,918	1.3%
Equities	\$	7,088,888	17.0%
Bonds	\$	2,804,437	43.0%

**Total \$ 16,482,766 100.0%**

### INVESTMENTS BY CUSTODIAN

Huntington	\$	1,573,444	9.5%
Flagstar	\$	-	0.0%
West Shore Bank	\$	-	0.0%
Chemical	\$	-	0.0%
Michigan CLASS	\$	4,263,130	25.9%
Honor State Bank	\$	-	0.0%
UBS	\$	-	0.0%
City	\$	214,683	1.3%
Charles Schwab	\$	10,431,509	63.3%

**Total \$ 16,482,765 100.0%**

### INVESTMENTS BY MATURITY (est)

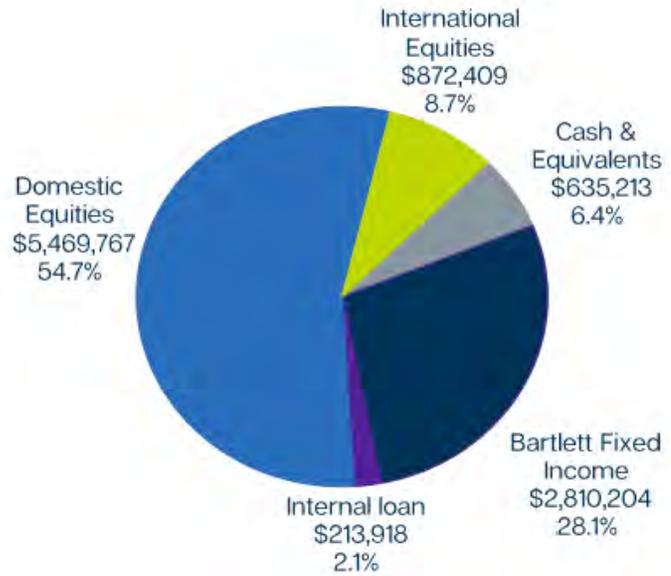
Available	\$	6,076,592	36.9%
Equities	\$	7,088,888	43.0%
Internal Loan	\$	213,918	1.3%
CD's 0-2 years	\$	298,931	1.8%
CD's 2+ years	\$	-	0.0%
<1 year bonds	\$	326,756	2.0%
1-3 years bonds	\$	552,297	3.4%
3-5 years bonds	\$	751,210	4.6%
5-7 years bonds	\$	507,064	3.1%
7-10 years bonds	\$	368,745	2.2%
>10 years bonds	\$	298,365	1.8%

**Total \$ 16,482,765 100.0%**

### COMMENTARY:

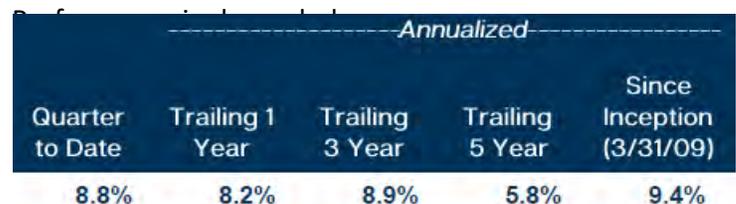
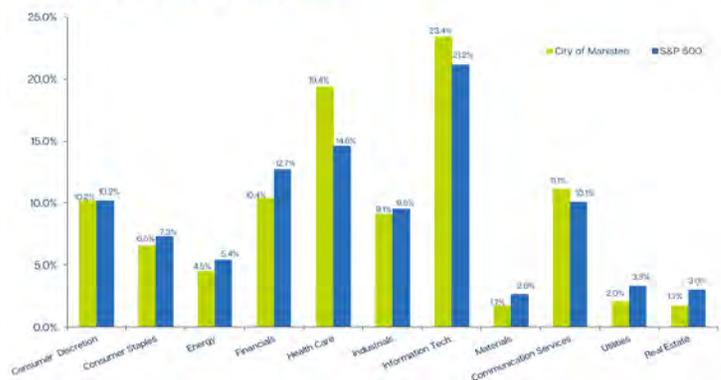
The value of the oil & gas fund as of 3/31/2019 was \$10.8 million. Thru the first nine months of FY 2019 the fund has generated revenue and capital gains of \$613,820. The rate of return for the quarter was 8.8%, reflecting a sharp rebound in the market.

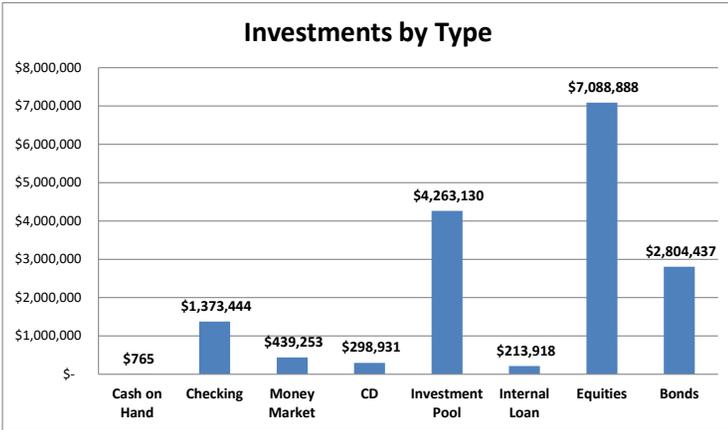
Asset allocation is shown below:



Sector allocations are shown below:

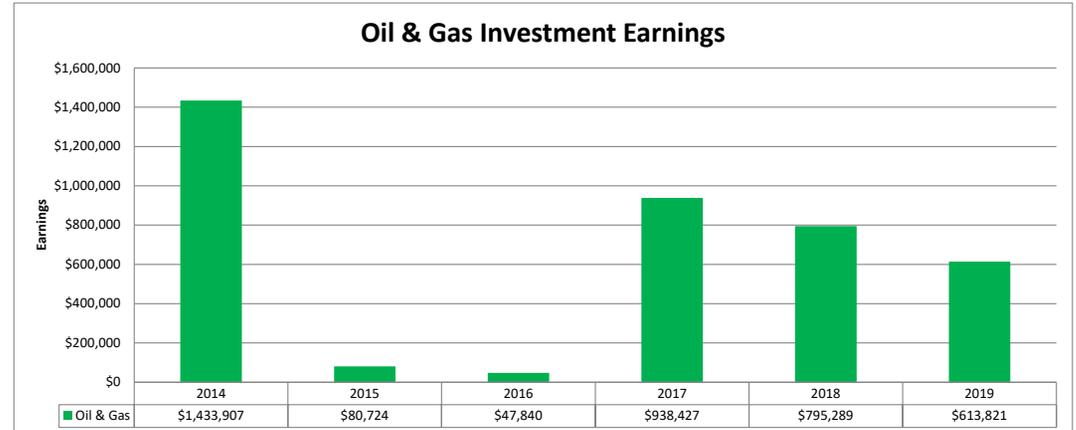
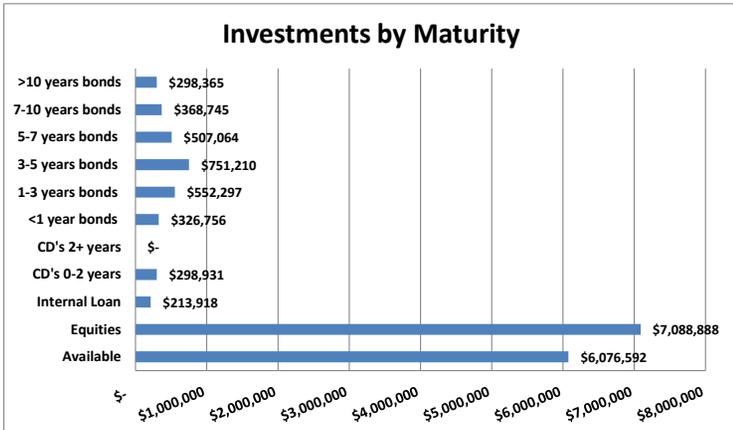
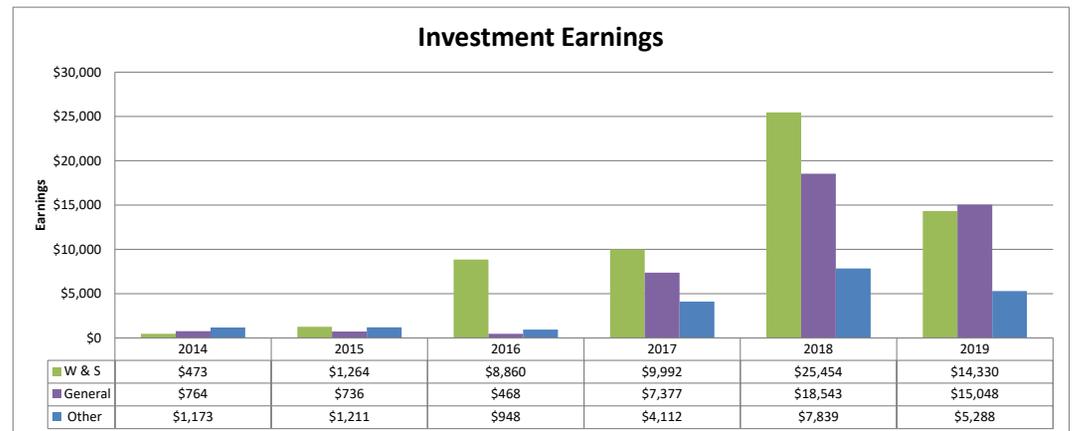
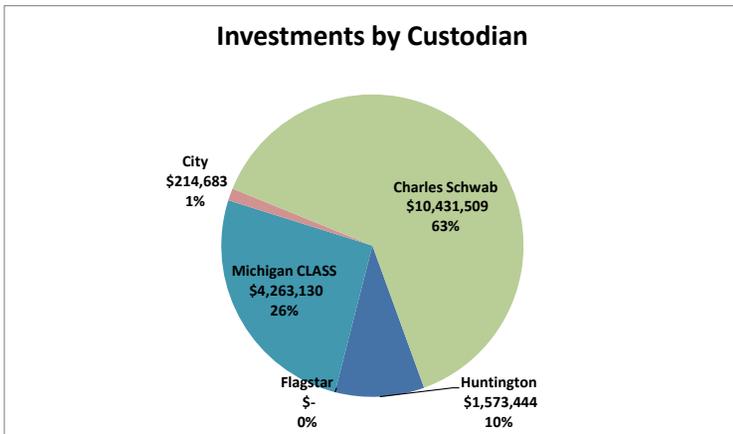
### Equity Sector Allocation





### INVESTMENT EARNINGS

Fiscal Year	Oil & Gas	W & S	General	Other	Total
2010	\$ 567,986	\$ 4,284	\$ 10,006	\$ 8,151	\$ 590,427
2011	\$ 1,180,708	\$ 2,838	\$ 2,999	\$ 9,845	\$ 1,196,391
2012	\$ 290,341	\$ 6,807	\$ 1,953	\$ 9,046	\$ 308,146
2013	\$ 953,206	\$ 8,466	\$ 2,584	\$ 1,997	\$ 966,253
2014	\$ 1,433,907	\$ 473	\$ 764	\$ 1,173	\$ 1,436,316
2015	\$ 80,724	\$ 1,264	\$ 736	\$ 1,211	\$ 83,934
2016	\$ 47,840	\$ 8,860	\$ 468	\$ 948	\$ 58,116
2017	\$ 938,427	\$ 9,992	\$ 7,377	\$ 4,112	\$ 959,908
2018	\$ 795,289	\$ 25,454	\$ 18,543	\$ 7,839	\$ 847,125
2019	\$ 613,821	\$ 14,330	\$ 15,048	\$ 5,288	\$ 648,487
<b>Total</b>	<b>\$ 6,902,248</b>	<b>\$ 82,768</b>	<b>\$ 60,479</b>	<b>\$ 49,608</b>	<b>\$ 7,095,103</b>



Budget Appropriation

**CITY OF MANISTEE  
FY 2020 GENERAL APPROPRIATIONS ACT  
BUDGET ADOPTION LIST**

It was moved by \_\_\_\_\_, supported by \_\_\_\_\_, that the City of Manistee Budgets for FY 2019-2020 be adopted as presented by the City Manager on April 2, 2019 and modified by Council work sessions, including tax levy, operating expenses, capital outlay, debt service, appropriations, schedule of fees and other matters included in the following:

<u>GENERAL FUND</u>	<u>2020</u>	<u>SPECIAL REVENUE FUNDS</u>	<u>2020</u>
<b>101 - GENERAL FUND</b>		<b>202 - MAJOR STREET FUND</b>	
Total Revenue	\$ 6,355,335	Revenue	\$ 1,201,691
Total Expense	\$ 6,370,335	Expense	\$ 1,524,752
101 - Legislative	\$ 50,113	<b>203 - LOCAL STREET FUND</b>	
172 - Manager	\$ 225,160	Revenue	\$ 942,569
215 - Clerk	\$ 185,756	Expense	\$ 1,231,650
247 - Board of Review	\$ 3,162	Debt	\$ 80,797
253 - Finance	\$ 342,420	<b>204 - CITY STREET FUND</b>	
257 - Assessor	\$ 97,031	Revenue	\$ 28,000
262 - Elections	\$ 15,972	Expense	\$ 28,000
265 - City Hall	\$ 165,191	<b>226 - REFUSE FUND</b>	
275 - General Government	\$ 487,266	Revenue	\$ 622,722
301 - Police	\$ 1,284,737	Expense	\$ 607,264
336 - Fire	\$ 1,105,000	<b>272 - PEG COMMISSION</b>	
441 - Public Works	\$ 1,387,579	Revenue	\$ 15,300
701 - Planning & Zoning	\$ 90,621	Expense	\$ 18,000
751 - Parks and Recreation	\$ 395,027	<b>275 - GRANT MANAGEMENT</b>	
801 - Appropriations	\$ 162,000	Revenue	\$ 50,000
574 - Debt	\$ 373,300	Expense	\$ 50,000

**ENTERPRISE FUNDS** **2020**

**592 - WATER & SEWER FUND**

Total Revenue	\$	13,002,653
Total Expenses	\$	2,406,565
Total Capital	\$	8,556,500
Total Debt	\$	2,187,395
General	\$	-
Administration	\$	-
Water	\$	1,052,457
WWTP	\$	-
Sewer	\$	1,354,108
SAW Grant	\$	-
Capital Outlay Water	\$	122,000
Capital Outlay Sewer	\$	8,434,500
Debt Service Water	\$	55,689
Debt Service Sewer	\$	2,131,706

**594 - MUNICIPAL MARINA FUND**

Revenue	\$	243,500
Expenses	\$	184,627
Debt	\$	62,974

**501 - BOAT LAUNCH FUND**

Revenue	\$	38,050
Expenses	\$	17,644
Debt	\$	14,536

**CAPITAL PROJECT FUNDS** **2020**

**430 - CAPITAL IMPROVEMENT FUND**

Revenue	\$	401,647
Expense	\$	413,540

**496 - RENAISSANCE PARK FUND**

Revenue	\$	5,620
Expense	\$	-
Debt Service	\$	5,620

**INTERNAL SERVICE FUNDS**

**661 - MOTOR POOL FUND**

Revenue	\$	551,000
Expense	\$	659,838

**PERMANENT FUNDS**

**245 - OIL & GAS FUND**

Revenue	\$	690,000
Expense	\$	460,147

The Manistee City Council hereby establishes a property tax levy of 17.7612 mills for General Fund operations and 1.15 mills for Refuse Fund operations for FY 2020.

In City water and sewer consumption charges are established at \$3.14 and \$8.60 per 1,000 gallons respectively for bills issued after July 1, 2019.

Refuse residential monthly user charges are established at \$5.70, \$11.40 and \$17.10, depending on level of service selected, for bills issued after July 1, 2019.

Other fees and charges are established in the included schedule of fees and/or City ordinance.

Designated depositories for the City for FY 2020 are: Charles Schwab, Chemical Bank, Flagstar Bank, Honor Bank, Huntington Bank, Michigan CLASS, PNC Bank, Shelby State Bank, and West Shore Bank.

Adopted by the Manistee City Council on May 7, 2019.

---

Roger Zielinski, Mayor

ATTEST:

---

Heather Pefley, City Clerk



CITY CLERK'S OFFICE

MEMO



**To:** Thad Taylor, City Manager  
**From:** Heather Pefley, City Clerk *HP*  
**Subject:** Agenda Request  
**Date:** April 11, 2019

Thad,

City Council adopted the Title VI Non-Discrimination Plan on January 21, 2014 and named specifically City Clerk Michelle Wright as the Title VI Coordinator. Upon Michelle's retirement, as the new City Clerk, I took over the responsibility of making sure the City remains in compliance with Title VI. I would like to request that City Council change the Title VI Coordinator to be designated as the City Clerk, regardless of who holds the position.

A copy of the Title VI Non-Discrimination Plan is attached. Please place this request on the May 7, 2019 City Council agenda. Thank you.



**TITLE VI  
NON-DISCRIMINATION PLAN**

**70 Maple Street  
Manistee, MI 49660  
Phone: (231) 398-2803  
Fax: (231) 723-5410  
Website: [www.manisteemi.gov](http://www.manisteemi.gov)**

**Title VI Coordinator:  
Heather Pefley, City Clerk  
Email: [hpefley@manisteemi.gov](mailto:hpefley@manisteemi.gov)**

**TABLE OF CONTENTS**

**Organization Chart..... 3**

**Introduction..... 4**

**Non-Discrimination Policy Statement..... 7**

**Standard Title VI Assurances ..... 9**

**Authorities ..... 11**

**Definitions ..... 12**

**Administration ..... 14**

**Limited English Proficiency (LEP) ..... 15**

**Environmental Justice (EJ) ..... 21**

**Filing a Title VI Complaint ..... 23**

**Investigation ..... 24**

**Appendix A – Required Contract Language ..... 26**

**Appendix B – Transfer of Property ..... 28**

**Appendix C – Permits, Leases, and Licenses ..... 29**

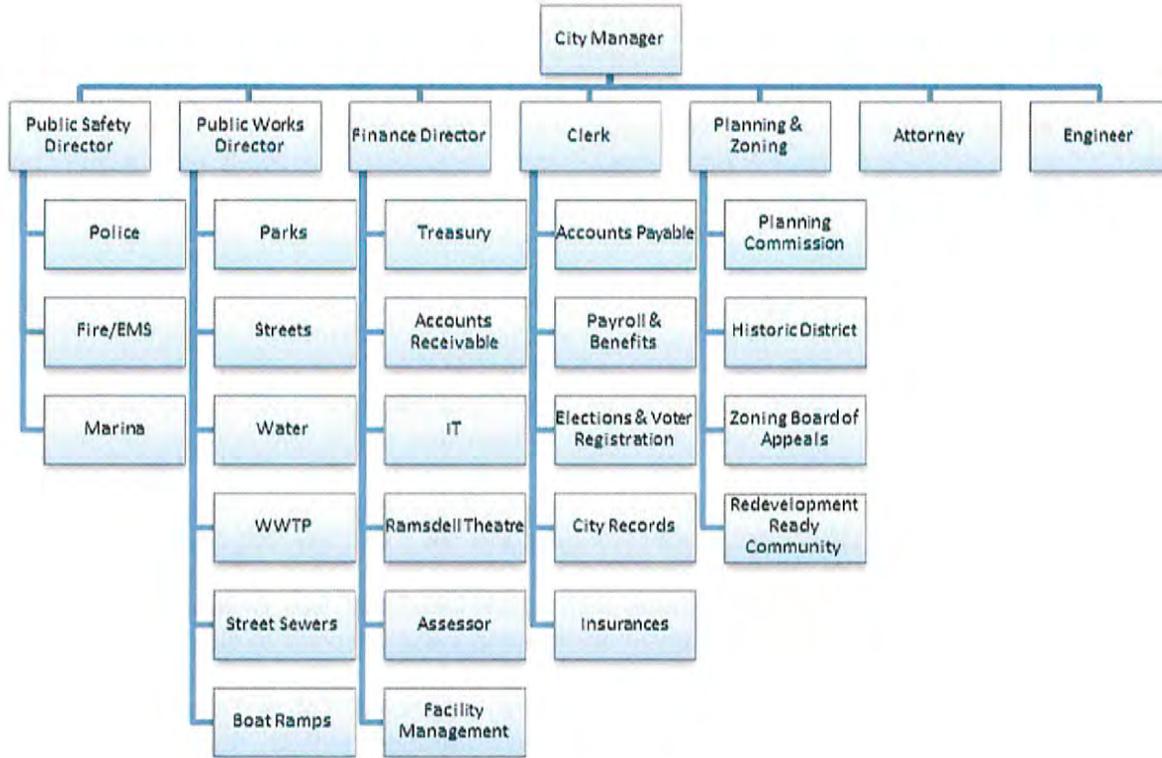
**Appendix D – Title VI Complaint Form ..... 30**

**Appendix E – Determine/Distinguish Significant/Non-Significant Effects ..... 32**

**Appendix F – Program Compliance/Program review Goals for Current Plan Year ..... 33**

**Adopted January 21, 2014**  
**Updated January 1, 2018 – names, e-mail, organizational chart**

**CITY OF MANISTEE  
ORGANIZATIONAL CHART**



## INTRODUCTION

In 1841, the John Stronach family constructed a sawmill on Manistee Lake and later another on the Manistee River. By 1849, more settlers were arriving and the reservation was dismantled, with land given to settlers. The city was set back in 1871 when a fire swept through and destroyed over one-half of the city's buildings. The name "Manistee" is from an Ojibwa word first applied to the principal river of the county. In 1881, salt was discovered beneath Manistee and another industry was born. By 1885, there were forty sawmills operating and by the end of the century the population reached 14,260. Manistee claimed to have more millionaires per capita than any other city in the United States. They also had city-provided fire protection, a parks department, water, sewer and street lighting. After 150 years Manistee County has both changed and remained the same. The early boom years of lumbering and exhaustive agriculture have evolved into a stable, diversified industrial base and a top fruit-producing agricultural center. It is the beauty and natural wonder that abounds in the region's forests, lakes and rivers that remain a constant factor and will always make Manistee County a special place to live and visit.

The City of Manistee is a home-rule city incorporated in 1869. The City provides a full array of services to all people of the City, including minority populations, low-income populations, the elderly, persons with disabilities, and those who traverse the State of Michigan. These services include police, fire, public works, water and sewer utility, wastewater treatment, and parks and recreation. The City of Manistee recognizes its responsibility to provide fairness and equity in all of its programs, services, and activities, and that it must abide by and enforce federal and state civil rights legislation.

Title VI of the Civil Rights Act of 1964, is the overarching civil rights law which prohibits discrimination based on race, color, or national origin, in any program, service or activity that receives federal assistance. Specifically, Title VI assures that, "No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or be otherwise subjected to discrimination under any program or activity receiving federal assistance." Title VI has been broadened by related statutes, regulations and executive orders. Discrimination based on sex is prohibited by Section 324 of the Federal-Aid Highway Act, which is the enabling legislation of the Federal Highway Administration (FHWA). The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 prohibit unfair and inequitable treatment of persons as a result of projects which are undertaken with Federal financial assistance. The Civil Rights Restoration Act of 1987 clarified the intent of Title VI to include all programs and activities of federal-aid recipients and contractors whether those programs and activities are federally funded or not.

In addition to statutory authorities, Executive Order 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations," signed in February of 1994, requires federal agencies to achieve Environmental Justice as part of its mission by identifying disproportionately high and adverse human health or environmental effects of its programs, policies, and activities on minority populations and low-income populations. Environmental Justice initiatives are accomplished by involving the potentially affected public in the development of transportation projects that fit within their communities without sacrificing safety or mobility. In 1997, the U.S. Department of Transportation (USDOT) issued its DOT Order to Address Environmental Justice in Minority Populations and Low-Income Populations to summarize and expand upon the requirements of Executive Order 12898 on Environmental Justice. Also, Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency (LEP)," provides that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives Federal financial assistance.

As a recipient of federal financial assistance, the City of Manistee must provide access to individuals with limited ability to speak, write, or understand the English language. The City will not restrict an individual in any way from the enjoyment of any advantage or privilege enjoyed by others receiving any service, financial aid, or other benefit under its programs or projects. Individuals may not be subjected to criteria or methods of administration which cause adverse impact because of their race, color, or national origin, or have the effect of

defeating or substantially impairing accomplishment of the objectives of the program because of race, color or national origin. Therefore, the primary goals and objectives of the City of Manistee's Title VI Program are:

1. To assign roles, responsibilities, and procedures for ensuring compliance with Title VI of the Civil Rights Act of 1964 and related regulations and directives;
2. To ensure that people affected by the City's programs and projects receive the services, benefits, and opportunities to which they are entitled without regard to race, color, national origin, age, sex, or disability;
3. To prevent discrimination in the City of Manistee's programs and activities, whether those programs and activities are federally funded or not;
4. To establish procedures for identifying impacts in any program, service, or activity that may create illegal adverse discrimination on any person because of race, color, national origin, age, sex, or disability; or on minority populations, low-income populations, the elderly, and all interested persons and affected Title VI populations;
5. To establish procedures to annually review Title VI compliance within specific program areas within the City;
6. To set forth procedures for filing and processing complaints by persons who believe they have been subjected to illegal discrimination under Title VI in the City's services, programs or activities.

As the sub-recipient of federal transportation funds, the City of Manistee must comply with federal and state laws, and related statutes, to ensure equal access and opportunity to all persons, with respect to transportation services, facilities, activities, and programs, without regard to race, color, religion, national origin, sex, socio-economic status, or geographical location. Every effort will be made to prevent discrimination in any program or activity, whether those programs and activities are federally funded or not, as guaranteed by the Civil Rights Restoration Act of 1987.

The City of Manistee shall also ensure that their sub-recipients adhere to state and federal law and include in all written agreements or contracts, assurances that the sub-recipient must comply with Title VI and other related statutes. The City of Manistee, as a sub-recipient who distributes federal transportation funds, shall monitor their sub-recipients for voluntary compliance with Title VI. In the event that non-compliance is discovered, the City will make a good faith effort to ensure that the sub-recipient corrects any deficiencies arising out of complaints related to Title VI; and that sub-recipients will proactively gauge the impacts of any program or activity on minority populations and low-income populations, the elderly, persons with disabilities, all interested persons and affected Title VI populations.

### **Discrimination under Title VI**

There are two types of illegal discrimination prohibited under Title VI and its related statutes. One type of discrimination which may or may not be intentional is "disparate treatment." Disparate treatment is defined as treating similarly situated persons differently because of their race, color, national origin, sex, disability, or age.

The second type of illegal discrimination is "disparate impact." Disparate impact discrimination occurs when a "neutral procedure or practice" results in fewer services or benefits, or inferior services or benefits, to members of a protected group. With disparate impact, the focus is on the consequences of a decision, policy, or practice rather than the intent.

The City of Manistee's efforts to prevent such discrimination must address, but not be limited to, a program's impacts, access, benefits, participation, treatment, services, contracting opportunities, training, investigation of complaints, allocation of funds, prioritization of projects, and the overarching functions of planning, project development and delivery, right-of-way, construction, and research.

The City of Manistee has developed this Title VI Plan to assure that services, programs, and activities of the City are offered, conducted, and administered fairly, without regard to race, color, national origin, sex, age, or disability of the participants or beneficiaries of federally funded programs, services, or activities (see Title VI Assurances).

**CITY OF MANISTEE  
NON-DISCRIMINATION POLICY STATEMENT**

The City of Manistee reaffirms its policy to allow all individuals the opportunity to participate in federal financially assisted services and adopts the following provision:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.” In applying this policy, the City and its sub-recipients of federal funds shall not:

1. Deny any individual with any services, opportunity, or other benefit for which such individual is otherwise qualified;
2. Provide any individual with any service, or other benefit, which is inferior (in quantity or quality) to, or which is provided in a different manner from that which is provided to others;
3. Subject any individual to segregated or disparate treatment in any manner related to such individual’s receipt of services or benefits;
4. Restrict an individual in any way from the enjoyment of services, facilities or any other advantage, privilege or other benefit provided to others;
5. Adopt or use methods of administration, which would limit participation by any group of recipients or subject any individual to discrimination;
6. Address any individual in a manner that denotes inferiority because of race, color, or national origin;
7. Permit discriminatory activity in a facility built in whole or in part with federal funds;
8. Deny any segment of the population the opportunity to participate in the operations of a planning or advisory body that is an integral part of a federally funded program;
9. Fail to provide information in a language other than English to potential or actual beneficiaries who are of limited English speaking ability, when requested and as appropriate;
10. Subject an individual to discriminatory employment practices under any federally funded program whose objective is to provide employment;
11. Locate a facility in any way, which would limit or impede access to a federally-funded service or benefit.

The City of Manistee will actively pursue the prevention of any Title VI deficiencies or violations and will take the necessary steps to ensure compliance. If irregularities occur in the administration of the program’s operation, procedures will be promptly implemented to resolve Title VI issues all within a period not to exceed 90 days.

The City of Manistee designates Heather Pefley, City Clerk as the City’s Title VI Coordinator. The City Clerk will be responsible for initiating and monitoring Title VI activities and other required matters, ensuring that the City of Manistee complies with the Title VI regulations and pursues prevention of Title VI deficiencies or violations. Inquiries concerning the City of Manistee and Title VI may be directed to the City Clerk, 70 Maple Street, Manistee MI 49660; telephone (231) 398-2803; fax (231) 723-5410; or e-mail [hpefley@manisteemi.gov](mailto:hpefley@manisteemi.gov).

---

Roger Zielinski, Mayor

---

Heather Pefley  
City Clerk / Title VI Coordinator

**CITY OF MANISTEE  
TITLE VI ASSURANCES**

The City of Manistee (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d-42 USC 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted Programs for the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, to the end that in accordance with the Act, Regulations, and other pertinent directives, no person in the United States shall, on the grounds of gender, race, color or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient received Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and hereby gives assurances that it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7 (a) (1) and (b) of the Regulations.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurance with respect to the Federal Aid Highway Program:

1. That the Recipient agrees that each "program" and each "facility" as defined in subsections 21.23(e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.
2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations and made in connection with all Federal Aid Highway Programs and, in adapted form in all proposals for negotiated agreements:

"The (Recipient), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Transportation, SubTitle A, Office the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and the Regulations.
4. That the Recipient shall insert the clauses of Appendix B of this assurance, as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over or under such property.

7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of or access to space on, over or under real property acquired, or improved under the Federal Aid Highway Program.
  
8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.
  
9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom it delegates specific authority to give reasonable guarantee that it, other recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Act, the Regulations and this assurance.
  
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

This assurance is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient under the Federal Aid Highway Program and is binding on it, other recipients, sub-grantees, contractors, sub-contractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

City of Manistee

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

\_\_\_\_\_  
 Date

## AUTHORITIES

### **Title VI of the Civil Rights Act of 1964, 42 USC 2000d to 2000d-4; 42 USC 4601 to 4655; 23 USC 109(h);**

Title VI of the Civil Rights Act of 1964 provides that no person in the United States shall, on the grounds of race, color, or national origin (including Limited English Proficiency), be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance (please refer to 23 CFR 200.9 and 49 CFR 21). Related statutes have broadened the grounds to include age, sex, low income, and disability.

The Civil Rights Restoration Act of 1987 also broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of Federal Aid recipients, sub-recipients, and contractors, whether such programs and activities are federally assisted or not (Public Law 100-259 [S. 557] March 22, 1988).

**Federal Aid Highway Act of 1973, 23 USC 324:** No person shall on the ground of sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal assistance under this title or carried on under this title.

**Age Discrimination Act of 1975, 42 USC 6101:** No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.

**Americans With Disabilities Act of 1990 PL 101-336:** No qualified individual with a disability shall, by reason of his/her disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination by a department, agency, special purpose district or other instrumentality of a state or local government.

**Section 504 of the Rehabilitation Act of 1973:** No qualified individual with a disability shall, solely by reason of his/her disability, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity that receives or benefits from federal financial assistance.

**USDOT Order 1050.2:** Standard Title VI Assurances

**EO12250:** Department of Justice Leadership and coordination of Non-discrimination Laws.

**EO12898:** Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations.

**28 CFR 50.3:** Guidelines for the enforcement of Title VI of the Civil Rights Act of 1964.

**EO13166:** Improving Access to Services for Persons with Limited English Proficiency.

## DEFINITIONS

Adverse Effects – The totality of significant individual or cumulative human health or environmental effects including interrelated social and economic effects, which may include, but are not limited to: (See Appendix E for additional discussion of “significant”)

- Bodily impairment, infirmity, illness or death
- Air, noise and water pollution and soil contamination
- Destruction or disruption of man-made or natural resources
- Destruction or diminution of aesthetic values
- Destruction or disruption of community cohesion or community’s economic vitality
- Destruction or disruption of the availability of public and private facilities and services
- Adverse employment effects
- Displacement of person’s businesses, farms or non-profit organizations
- Increased traffic congestion, isolation, exclusion or separation of minority or low-income individuals within a given community or from the broader community
- Denial of, reduction in, or significant delay in the receipt of benefits of the City programs, policies and activities

Federal Assistance – Includes grants and loans of federal funds; the grant or donation of federal property and interests in property; the detail of federal personnel, federal property or any interest in such property without consideration or at a nominal consideration or at a consideration which is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale or lease to the recipient; and any federal agreement, arrangement or other contract which has, as one of its purposes, the provision of assistance.

Limited English Proficiency - Individuals with a primary or home language other than English who must, due to limited fluency in English, communicate in that primary or home language if the individuals are to have an equal opportunity to participate effectively in or benefit from any aid, service or benefit provided by the City.

Low-Income – A person whose median household income is at or below the Department of Health and Human Service Poverty guidelines (see <http://aspe.hhs.gov/poverty/>).

Low-Income Population – Any readily identifiable group of low-income persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed City program, policy or activity.

Minority – A person who is:

- a. Black – A person having origins in any of the black racial groups of Africa;
- b. Hispanic – A person of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race;
- c. Asian American – A person having origins in any of the original people of the Far East, Southeast Asia, the Indian sub-continent, or the Pacific Islands; or
- d. American Indian and Alaskan Native – A person having origins in any of the original people of North America and who maintains cultural identification through tribal affiliation or community recognition.

Minority Population – Any readily identifiable groups of minority persons who live in geographic proximity and, if circumstances warrant, geographically dispersed/transient persons (such as migrant workers or Native Americans) who will be similarly affected by a proposed City program, policy or activity.

Non-Compliance – A recipient has failed to meet prescribed requirements and has shown an apparent lack of good faith effort in implementing all the requirements of Title VI and related statutes.

Persons – Where designation of persons by race, color or national origin is required, the following designation ordinarily may be used; “White not of Hispanic origin”, “Black not of Hispanic origin”, “Hispanic”, “Asian or Pacific Islander”, “American Indian or Alaskan Native”. Additional sub-categories based on national origin of primary language spoken may be used, where appropriate, on either a national or a regional basis.

Program – Includes any road or park project including planning or any activity for the provision of services financial aid or other benefits to individuals. This includes education or training, work opportunities, health welfare, rehabilitation, or other services, whether provided directly by the recipient of federal financial assistance or provided by others through contracts or other arrangements with the recipient.

Recipient - Any state, territory, possession, the District of Columbia, Puerto Rico, or any political subdivision, or instrumentality thereof, or any public or private agency, institution, or organization, or other entity, or any individual, in any state, territory, possession, the District of Columbia, or Puerto Rico, to whom Federal assistance is extended, either directly or through another recipient, for any program. Recipient includes any successor, assignee, or transferee thereof, but does not include any ultimate beneficiary under any such program.

Significant Adverse effects on Minority and Low-Income Populations – An adverse effect that:

- a. is predominantly borne by a minority population and/or a low-income population, or
- b. will be suffered by the minority population and/or low-income population and is shown to be appreciably more severe or greater in magnitude than the adverse effect that will be suffered by the non-minority population and/or non-low-income population.

Sub-Recipient – Any agency such as a council of governments, regional planning agency, or educational institution, for example, that received Federal Highway Administration (FHWA) funds through the State DOT and not directly from the FHWA. Other agencies, local governments, contractors, consultants that receive these funds are all considered sub-recipients.

## ADMINISTRATION – GENERAL

The City of Manistee designates Heather Pefley, City Clerk, as the Title VI Coordinator (hereinafter referred to as the "Title VI Coordinator"). Pefley shall have lead responsibility for coordinating the administration of the Title VI and related statutes, programs, plans, and assurances.

Complaints: If any individual believes that he/she or any other program beneficiaries have been the object of unequal treatment or discrimination as to the receipt of benefits and/or service, or on the grounds of race, color, national origin (including Limited English Proficiency), sex, age or disability, he/she may exercise his/her right to file a complaint with the City. Complaints may be filed with the Title VI Coordinator. Every effort will be made to resolve complaints informally at the lowest level.

Data Collection: Statistical data on race, color, national origin, English language ability and sex of participants in and beneficiaries of the City programs; e.g., impacted citizens and affected communities will be gathered and maintained by the City. The gathering procedures will be reviewed annually to ensure sufficiency of the data in meeting the requirements of the Title VI program.

Program Reviews: Special emphasis program reviews will be conducted based on the annual summary of Title VI activities, accomplishments, and problems. The reviews will be conducted by the Title VI Coordinator to assure effectiveness in their compliance of Title VI provisions. The Title VI Coordinator will coordinate efforts to ensure the equal participation in all their programs and activities at all levels. The City does not have any special emphasis programs at this time.

Title VI Reviews on Sub-Recipients: Title VI compliance reviews will be conducted annually by the Title VI Coordinator. Priority for conducting reviews will be given to those recipients of federal (U.S. Department of Transportation) funds with the greatest potential of impact to those groups covered by the Act. The reviews will entail examination of the recipients' adherence to all Title VI requirements. The status of each review will be reported in the annual update and reported to relevant U.S. Department of Transportation (USDOT) modes upon request.

Annual Reporting Form: The Title VI Coordinator will be responsible for coordination, compilation, and submission of the annual reporting form data to the Michigan Department of Transportation (MDOT), Civil Rights Program Unit via the Sub-Recipient Annual Certification Form (MDOT form #0179) by October 5<sup>th</sup>.

Title VI Plan Updates: If updated, a copy of Title VI Plan will be submitted to the MDOT, Civil Rights Program Unit, as soon as the update has been completed, or as soon as practicable, and no later than 30 days if significant changes are made.

Public Dissemination: The City of Manistee will disseminate Title VI Program information to the City of Manistee employees and to the general public. Title VI Program information will be submitted to sub-recipients, contractors and beneficiaries. Public dissemination will include inclusions of Title VI language in contracts and publishing the City's Title VI Plan within 90 days of approval on the main page of the City of Manistee's internet website, at [www.manisteemi.gov](http://www.manisteemi.gov).

Remedial Action: The City through the Title VI Coordinator, will actively pursue the prevention of Title VI deficiencies and violations and will take the necessary steps to ensure compliance with all program administrative requirements. When deficiencies are found, procedures will be promptly implemented to correct the deficiencies and to put in writing the corrective action(s). The period to determine corrective action(s) and put it/them in writing to effect compliance may not exceed 90 days from the date the deficiencies are found.

## LIMITED ENGLISH PROFICIENCY (LEP)

On August 11, 2000, President William J. Clinton signed an executive order, Executive Order 13166: Improving Access to Service for Persons with Limited English Proficiency<sup>i</sup>, to clarify Title VI of the Civil Rights Act of 1964. It had as its purpose, to ensure accessibility to programs and services to otherwise eligible persons who are not proficient in the English language.

This executive order stated that individuals who do not speak English well and who have a limited ability to read, write and speak, or understand English are entitled to language assistance under Title VI of the Civil Rights Act of 1964 with respect to a particular type of service, benefit, or encounter<sup>ii</sup>. These individuals are referred to as being limited in their ability to speak, read, write, or understand English, hence the designation, "LEP," or Limited English Proficient. The Executive Order states that:

"Each federal agency shall prepare a plan to improve access to its federally conducted programs and activities by eligible LEP persons. Each plan shall be consistent with the standards set forth in the LEP Guidance, and shall include the steps the agency will take to ensure that eligible LEP persons can meaningfully access the agency's programs and activities."

Not only do all federal agencies have to develop LEP plans as a condition of receiving federal financial assistance, recipients have to comply with Title VI and LEP guidelines of the federal agency from which funds are provided as well.

Federal financial assistance includes grants, training, use of equipment, donations of surplus property, and other assistance. Recipients of federal funds range from state and local agencies, to nonprofits and organizations. Title VI covers a recipient's entire program or activity. This means all parts of a recipient's operations are covered, even if only one part of a recipient's organization receives the federal assistance. Simply put, any organization that receives federal financial assistance is required to follow this Executive Order.

The City of Manistee receives funds from the US Department of Transportation via the Federal Highway Administration.

The US Department of Transportation published *Policy Guidance Concerning Recipients' responsibilities to Limited English Proficient Person* in the December 14<sup>th</sup>, 2005 Federal Register.<sup>iii</sup>

The Guidance implies that the City of Manistee is an organization that must follow this guidance:

This guidance applies to all DOT funding recipients, which include state departments of transportation, state motor vehicle administrations, airport operators, metropolitan planning organizations, and regional, state, and local transit operators, among many others. Coverage extends to a recipient's entire program or activity, i.e., to all parts of a recipient's operations. This is true even if only one part of the recipient receives the Federal assistance. For example, if DOT provides assistance to a state department of transportation to rehabilitate a particular highway on the National Highway System, all of the operations of the entire state department of transportation—not just the particular highway program or project—are covered by the DOT guidance.

### Elements of an Effective LEP Policy

The US Department of Justice, Civil Rights Division has developed a set of elements that may be helpful in designing an LEP policy or plan. These elements include:

1. Identifying LEP persons who need language assistance
2. Identifying ways in which language assistance will be provided
3. Training Staff
4. Providing notice to LEP persons
5. The recommended method of evaluating accessibility to available transportation services is the Four-Factor Analysis identified by the USDOT.

These recommended plan elements have been incorporated into this plan.

### **Methodology for Assessing Needs and Reasonable Steps for an Effective LEP Policy**

The DOT guidance outlines four factors recipients should apply to the various kinds of contacts they have with the public to assess language needs and decide what reasonable steps they should take to ensure meaningful access for LEP persons:

1. The number or proportion of LEP persons eligible to be served or likely to be encountered by a program, activity, or service of the recipient or grantee.
2. The frequency with which LEP individuals come in contact with the program.
3. The nature and importance of the program, activity, or service provided by the recipient to the LEP Community.
4. The resources available to the City of Manistee and overall cost.

The greater the number or proportion of eligible LEP persons, the greater the frequency with which they have contact with a program, activity, or service and the greater the importance of that program, activity, or service, the more likely enhanced language services will be needed. The intent of DOT's guidance is to suggest a balance that ensures meaningful access by LEP persons to critical services while not imposing undue burdens on small organizations and local governments.

Smaller recipients with more limited budgets are typically not expected to provide the same level of language service as larger recipients with larger budgets.

The DOT guidance is modeled after the Department of Justice's guidance and requires recipients and sub-recipients to take steps to ensure meaningful access to their programs and activities to LEP persons. More information for recipients and sub-recipients can be found at <http://www.lep.gov>.

### **The Four-Factor Analysis**

This plan uses the recommended four-factor analysis of an individualized assessment considering the four factors outlined above. Each of the following factors is examined to determine the level and extent of language assistance measures required to sufficiently ensure meaningful access to City of Manistee services and activities that may affect their quality of life. Recommendations are then based on the results of the analysis.

**Factor 1: The Proportion, Numbers and Distribution of LEP Persons**

The Census Bureau has a range for four classifications of how well people speak English. The classifications are: 'very well,' 'well,' 'not well,' and 'not at all.' For our planning purposes, we are considering people that speak English less than 'very well' as Limited English Proficient persons.

As seen in Table #1, the Census 2011 Data for the City of Manistee shows a small number of the population that speak English less than 'very well.'

**TABLE #1**

LANGUAGE SPOKEN AT HOME	Estimate	Percentage
Population 5 years and over	5,803	5,803
English only	5,622	96.9%
Language other than English	181	3.1%
Speak English less than "very well"	5	0.1%
Spanish	137	2.4%
Speak English less than "very well"	5	0.1%
Other Indo-European languages	22	0.4%
Speak English less than "very well"	0	0.0%
Asian and Pacific Islander languages	22	0.4%
Speak English less than "very well"	0	0.0%
Other languages	0	0.0%
Speak English less than "very well"	0	0.0%

**Factor 2: Frequency of Contact with LEP Individuals**

The City has conducted an informal survey of our employees with regard to whether they have had encounters with LEP individuals in the performance of their job functions and found that they rarely have encounters with LEP individuals. We have offices accessible to the public and therefore accessible to LEP individuals and we have staff that work in the field that could encounter LEP individuals. Additionally, regular City Council meetings are held twice per month which could potentially bring LEP individuals to these meetings. Given the small concentration of LEP individuals, as displayed in Table #1 (above), the probability of our employees to encounter an LEP individual is very low.

**Factor 3: The Nature and Importance of the Program, Activity, or Service to LEP**

The City of Manistee serves individuals throughout the City in a variety of ways including managing roads, water, sewer, police, fire, elections, and other services to residents and other individuals, such as visitors and those traversing the state. The nature of the services that the City provides is very important to an individual's day-to-day life. Therefore the denial of services to an LEP individual could have a significant detrimental effect. Although the number of LEP individuals in the City is small, we will ensure accessibility to all of our programs, services, and activities.

#### **Factor 4: The Resources Available to the City of Manistee and Overall Cost**

US Department of Transportation Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons published in the Federal Register: December 14, 2005 (Volume 70, Number 239) states:

*"Certain DOT recipients, such as those serving very few LEP persons or those with very limited resources, may choose not to develop a written LEP plan."*

The City of Manistee serves very few LEP persons and has very limited resources. However, it has decided to include a LEP section in its Title VI Plan in order to comply with the Executive Order and to ensure access and reasonable accommodations for LEP persons who may be unknown at this time.

#### **Safe Harbor Stipulation**

Federal law provides a "Safe Harbor" situation so that recipients can ensure with greater certainty that they comply with their obligation to provide written translations in languages other than English. A "Safe Harbor" means that if a recipient provides written translation in certain circumstances, such action will be considered strong evidence of compliance with the recipient's written-translation obligations under Title VI.

The failure to provide written translations under the circumstances does not mean there is non-compliance, but rather provides a guide for recipients that would like greater certainty of compliance than can be provided by a fact-intensive, four factor analysis. For example, even if a Safe Harbor is not used, if written translation of a certain document(s) would be so burdensome as to defeat the legitimate objectives of its program, it is not necessary. Other ways of providing meaningful access, such as effective oral interpretation of certain vital documents, might be acceptable under such circumstances.

Strong evidence of compliance with the recipient's written translation obligations under "Safe Harbor" includes providing written translations of vital documents for each eligible LEP language group that constitutes 5% or 1,000, whichever is less, of the population of persons eligible to be served or likely to be affected or encountered. Translation of other documents, if needed, can be provided orally.

This "Safe Harbor" provision applies to the translation of written documents only. It does not affect the requirement to provide meaningful access to LEP individuals through competent oral interpreters where oral language services are needed and are reasonable.

Given the small number of LEP language group members, the City of Manistee's budget and number of staff, it is deemed that written translations of vital documents would be so burdensome as to defeat the legitimate objectives of our programs. It is more appropriate for the City of Manistee to proceed with oral interpretation options for compliance with LEP regulations.

#### **Providing Notice to LEP Persons**

USDOT LEP guidance says:

Once an agency has decided, based on the four factors, that it will provide language service, it is important that the recipient notify LEP persons of services available free of charge. Recipients should provide this notice in languages LEP persons would understand.

The guidance provides several examples of notification including:

1. Signage, in languages that an LEP individual would understand that free language assistance is available with advance notice.
2. Stating in outreach documents that free language services are available from the agency.
3. Working with community-based organizations and other stakeholders to inform LEP individuals of the recipient's services, including the availability of language assistance services.

Statements in languages that an LEP individual would understand will be placed in public information and public notices informing LEP individuals that those requiring language assistance and/or special accommodations will be provided the requested service free of charge, with reasonable advance notice to the City of Manistee.

### **Options and Proposed Actions**

#### **Options:**

Federal fund recipients have two (2) main ways to provide language services: oral interpretation either in person or via telephone interpretation service and written translation. The correct mix should be based on what is both necessary and reasonable in light of the four-factor analysis.<sup>iv</sup>

The City of Manistee is defining an interpreter as a person who translates spoken language orally, as opposed to a translator, who translates written language or who transfers the meaning of written text from one language into another. The person who translates orally is not a translator, but an interpreter.<sup>v</sup>

Considering the relatively small size of the City of Manistee, the small number of LEP individuals in the service area, and limited financial resources, it is necessary to limit language aid to the most basic and cost-effective services. However, when requested appropriate assistance will be provided.

#### **What the City of Manistee will do. What actions will the City of Manistee take?**

- Notify the public that interpreter services are available upon request, with seven day advance notice.
- With advance notice of seven calendar days, the City will provide interpreter services at public meetings, including language translation and signage for the hearing impaired.
- The City will utilize the *Translators Resource List* as provided by MDOT for translation services and verbal interpretation.
- The Census Bureau "I-speak" Language Identification Card will be distributed to all employees that may potentially encounter LEP individuals.
- Once the LEP individual's language has been identified, an agency from the *Translators Resource List* will be contacted to provide interpretation services.

- Publications of the City’s complaint form will be made available online and upon request.
- In the event that a City employee encounters a LEP individual, they will follow the procedure listed below:

OFFICE ENCOUNTER

1. Provide an I-speak language identification card to determine the language spoken of the LEP individual.
2. Once the foreign language is determined, provide information to Title VI coordinator who will contact an interpreter from MDOT’s *Translators Resource List*.
3. If the need is for a document to be translated, the Title VI coordinator will have the document translated and provided to the requestor as soon as possible.

ROAD ENCOUNTER

1. Road crew employee will immediately contact the Title VI coordinator for assistance, and provide an I-speak language identification card to the LEP individual to determine the language spoken of the individual.
2. Once the foreign language is determined, provide information to Title VI coordinator who will contact an interpreter from MDOT’s *Translators Resource List* to provide telephonic interpretation.
3. If the need is for a document to be translated, the Title VI coordinator will have the document translated and provided to the requestor as soon as possible.

IN WRITING

1. Once a letter has been received it will be immediately forwarded to the Title VI Coordinator.
2. The Title VI Coordinator will contact a translator from the MDOT’s *Translators Resource List* to determine the specifics of the letter request information.
3. The Title VI Coordinator will work with the selected agency to provide the requested service to the individual in a timely manner.

OVER THE PHONE

1. If someone calls into our office speaking another language every attempt will be made to keep that individual on the line until an interpreter can be conferenced into the line and if possible determine the language spoken of the caller.
2. Once the language spoken by the caller has been identified, we will proceed with providing the requested assistance to the LEP individual.

**The City of Manistee’s Staff Training**

The City of Manistee’s staff will be provided training on the requirements for providing meaningful access to services for LEP persons.

## ENVIRONMENTAL JUSTICE (EJ)

Compliance with Title VI includes ensuring that no minority or low income population suffers “disproportionately high and adverse human health or environmental effect” due to any “programs, policies and activities” undertaken by any agency receiving federal funds. This obligation will be met by the City in the following ways:

- When planning specific programs or projects, identifying those populations that will be affected by a given program or project.
- If a disproportionate effect is anticipated, following mitigation procedures.
- If mitigation options do not sufficiently eliminate the disproportionate effect, discussing and, if necessary, implementing reasonable alternatives.

Disproportionate effects are those effects which are appreciably more severe for one group or predominantly borne by a single group. The City will use U.S. Census data to identify low income and minority populations.

Where a project impacts a small number or area of low income or minority populations, the City will document that:

- Other reasonable alternatives were evaluated and were eliminated for reasons such as the alternatives impacted a far greater number of people or did greater harm to the environment; etc.
- The project’s impact is unavoidable;
- The benefits of the project far out-weigh the overall impacts; and
- Mitigation measures are being taken to reduce the harm to low income or minority populations.

If it is concluded that no minority and/or low income population groups are present in the project area, the City will document how the conclusion was reached. If it is determined that one or more of these population groups are present in the area, the City will administer potential disproportionate effects test.

The following steps will be taken to assess the impact of projects on minorities and/or low income population groups:

**STEP ONE:** Determine if a minority or low income population is present within the project area. If the conclusion is that no minority and/or low income population is present within the project area, document how the conclusion was reached. If the conclusion is that there are minority population groups and/or low income population groups present, proceed to Step Two.

**STEP TWO:** Determine whether project impacts associated with the identified low income and minority populations are disproportionately high and adverse. In doing so, refer to the list of potential impacts and questions contained in Appendix E. If it is determined that there are disproportionately high and adverse impacts to minority and low income populations, proceed to Step Three.

**STEP THREE:** Propose measures that will avoid, minimize and/or mitigate disproportionately high and disproportionate adverse impacts and provide offsetting benefits and opportunities to enhance communities, neighborhoods and individuals affected by proposed project.

**STEP FOUR:** If after mitigation, enhancements and off-setting benefits to the affected populations, there remains a high and disproportionate adverse impact to minority or low income populations, then the following questions must be considered:

Question 1: Are there further mitigation measures that could be employed to avoid or reduce the adverse effect to the minority or low income population?

Question 2: Are there other additional alternatives to the proposed action that would avoid or reduce the impacts to the low income or minority populations?

Question 3: Considering the overall public interest, is there a substantial need for the project?

Question 4: Will the alternatives that would satisfy the need for the project and have less impact on protected populations (a) have other social economic or environmental impacts that are more severe than those of the proposed action (b) have increased costs of extraordinary magnitude?

**STEP FIVE:** Include all findings, determinations or demonstrations in the environmental document prepared for the project.

## FILING A TITLE VI COMPLAINT

### I. Introduction

The Title VI complaint procedures are intended to provide aggrieved persons an avenue to raise complaints of discrimination regarding the City programs, activities, and services as required by statute.

### II. Purpose

The purpose of the discrimination complaint procedures is to describe the process used by the City for processing complaints of discrimination under Title VI of the Civil Rights Act of 1964 and related statutes.

### III. Roles and Responsibilities

The Title VI Coordinator has overall responsibility for the discrimination complaint process and procedures. The Title VI Coordinator may, at his/her discretion assign a capable person to investigate the complaint.

The designated investigator will conduct an impartial and objective investigation, collect factual information and prepare a fact-finding report based upon information obtained from the investigation.

### IV. Filing a Complaint

The complainant shall make himself/herself reasonably available to the designated investigator, to ensure completion of the investigation within the timeframes set forth.

Applicability: The complaint procedures apply to the beneficiaries of City programs, activities, and services, including but not limited to: the public, contractors, sub-contractors, consultants, and other sub-recipients of federal and state funds.

Eligibility: Any person who believes that he/she has been excluded from participation in, denied benefits or services of any program or activity administered by the City or its sub-recipients, consultants, and contractors on the basis of race, color, national origin (including Limited English Proficiency), sex, age or disability may bring forth a complaint of discrimination under Title VI.

Time Limitation on Filing Complaints: Title VI complaints may be filed with the Title VI Coordinator's office. In all situations, the employees of the City must contact the Title VI Coordinator immediately upon receipt of Title VI related complaints.

Complaints must be filed within 180 days of the alleged discrimination. If the complainant could not reasonably be expected to know that the act was discriminatory within the 180 day period, he/she will have 60 additional days after becoming aware of the illegal discrimination to file the complaint.

Complaints must be in writing, and must be signed by the complainant and/or the complainant's representative. The complaint must set forth as fully as possible the facts and circumstances surrounding the claimed discrimination. In cases where the complainant is unable or incapable of providing a written statement, the complainant will be assisted in converting the verbal complaint into a written complaint. All complaints, however, must be signed by the complainant and/or by the complainant's representative.

Items that should not be considered a formal complaint: (unless the items contain a signed cover letter specifically alleging a violation of Title VI) include but are not limited to:

1. An anonymous complaint that is too vague to obtain required information
2. Inquiries seeking advice or information
3. Courtesy copies of court pleadings
4. Newspaper articles
5. Courtesy copies of internal grievances

## **V. Investigation**

Investigation Plan: The investigator shall prepare a written plan, which includes, but is not limited to the following:

- Names of the complainant(s) and respondent(s)
- Basis for complaint
- Issues, events or circumstances that caused the person to believe that he/she has been discriminated against
- Information needed to address the issue
- Criteria, sources necessary to obtain the information
- Identification of key people
- Estimated investigation time line
- Remedy sought by the complainant(s)

### Conducting the Investigation:

- The investigation will address only those issues relevant to the allegations in the complaint.
- Confidentiality will be maintained as much as possible.
- Interviews will be conducted to obtain facts and evidence regarding the allegations in the complaint. The investigator will ask questions to elicit information about aspects of the case.
- A chronological contact sheet is maintained in the case file throughout the investigation.
- If a Title VI complaint is received on a MDOT related contract against the City of Manistee, MDOT will be responsible for conducting the investigation of the complaint. Upon receipt of a Title VI complaint filed against the City of Manistee the complaint and any pertinent information should immediately be forwarded to the MDOT, Civil Rights Program Unit.

### Investigation Reporting Process:

- Complaints made against a City of Manistee sub-recipient should be investigated by the City following the internal complaint process.
- Within 40 days of receiving the complaint, the investigator prepares an investigative report and submits the report and supporting documentation to the office of City Clerk, the Title VI Coordinator, for review.
- The Title VI Coordinator reviews the file and investigative report. Subsequent to the review, the Title VI Coordinator makes a determination of "probable cause" or "no probable cause" and prepares the decision letter.

Retaliation:

The laws enforced by this City prohibit retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by these laws. If you experience retaliation or intimidation separate from the discrimination alleged in this complaint please contact:

Heather Pefley, City Clerk  
City of Manistee  
70 Maple Street  
Manistee MI 49660  
Phone: (231) 398-2803  
Fax: (231) 723-5410  
Email: [hpefley@manisteemi.gov](mailto:hpefley@manisteemi.gov)

**Reporting Requirements to an External Agency**

A copy of the complaint, together with a copy of the investigation report and final decision letter will be forwarded to the MDOT, Civil Rights Program Unit within 60 days of the date the complaint was received.

**Records**

All records and investigative working files are maintained in a confidential area. Records are kept for three years.

**APPENDIX A - [TO BE INSERTED IN ALL FEDERAL-AID CONTRACTS]**

During the performance of this contract, the contractor, for itself, its assignees and successors, in interest (hereinafter referred to as the "contractor") agrees, as follows:

1. **Compliance with Regulations:** The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.
3. **Solicitation for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event the contractor's noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
  - a. Withholding payments to the contractor under the contract until the contractor complies and/or
  - b. Cancellation, termination or suspension of the contract, in whole or in part.

6. **Incorporation of Provisions:** The contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## APPENDIX B - TRANSFER OF PROPERTY

The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

### (GRANTING CLAUSE)

NOW THEREFORE, the Department of Transportation, as authorized by law, and upon the condition that the State of Michigan, will accept title to the lands and maintain the project constructed thereon, in accordance with Title 23, United States Code, the Regulations for the Administration of the Department of Transportation and, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d-4) does hereby remise, release, quitclaim and convey unto the State of Michigan all the right, title and interest of the Department of Transportation in and to said lands described Exhibit "A" attached hereto and made a part hereof.

### (HABENDUM CLAUSE)\*

TO HAVE AND TO HOLD said lands and interests therein unto the State of Michigan, and its successors forever, subject, however, the covenant, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the State of Michigan, its successors and assigns.

The State of Michigan, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part, on, over, or under such lands hereby conveyed (,) (and)\*(2) that the State of Michigan shall use the lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended (,) and (3) that in the event of breach of any of the above-mentioned nondiscrimination conditions, the Department shall have a right to re-enter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the Department of Transportation and its assigns as such interest existed prior to this deed.

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.

## APPENDIX C - PERMITS, LEASES AND LICENSES

The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Michigan Department of Transportation, pursuant to the provisions of Assurance 7(a).

The grantee, licensee, lessee, permittee, etc., (as appropriate) for himself, his heirs, personal representative, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases, add, "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall remain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

(Include in licenses, leases, permits, etc.)\*

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to terminate the license, lease, permit, etc., and to re-enter and repossess said land and the facilities thereon, and hold the same as if said license, lease, permit, etc., had never been made or issued.

(Include in deeds)\*

That in the event of breach of any of the above nondiscrimination covenants, the Michigan Department of Transportation shall have the right to re-enter lands and facilities hereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Michigan Department of Transportation and its assigns.

\*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of the Title VI of the Civil Rights Act of 1964 and the Civil Rights Act of 1987.

APPENDIX D - TITLE VI COMPLAINT FORM

CITY OF MANISTEE  
TITLE VI COMPLAINT FORM

Title VI of the Civil Rights Act of 1964 states that "No person in the United States shall on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefit of, or otherwise be subjected to discrimination in any program, service, or activity receiving federal assistance."

This form may be used to file a complaint with the City of Manistee based on violations of Title VI of the Civil Rights Act of 1964. You are not required to use this form; a letter that provides the same information may be submitted to file your complaint. **Complaints should be filed within 180 days of the alleged discrimination. If you could not reasonably be expected to know the act was discriminatory within 180 day period, you have 60 days after you became aware to file your complaint.**

*If you need assistance completing this form, please contact the Heather Pefley by phone at (231) 398-2803 or via e-mail at [hpefley@manisteemi.gov](mailto:hpefley@manisteemi.gov).*

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ (home) \_\_\_\_\_ (work)

Individual(s) discriminated against, if different than above (use additional pages, if needed).

Name: \_\_\_\_\_ Date: \_\_\_\_\_

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ (home) \_\_\_\_\_ (work)

Please explain your relationship with the individual(s) indicated above: \_\_\_\_\_

Name of agency and department or program that discriminated:

Agency or department name: \_\_\_\_\_

Name of individual (if known): \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Date(s) of alleged discrimination:

Date discrimination began \_\_\_\_\_ Last or most recent date \_\_\_\_\_

**ALLEGED DISCRIMINATION:**

If your complaint is in regard to discrimination in the delivery of services or discrimination that involved the treatment of you by others by the agency or department indicated above, please indicate below the basis on which you believe these discriminatory actions were taken.

- |                                     |  |
|-------------------------------------|--|
| <input type="checkbox"/> Race       | <input type="checkbox"/> Religion        |
| <input type="checkbox"/> Color      | <input type="checkbox"/> National Origin |
| <input type="checkbox"/> Age        | <input type="checkbox"/> Sex             |
| <input type="checkbox"/> Disability | <input type="checkbox"/> Income          |

Explain: Please explain as clearly as possible what happened. Provide the name(s) of witness(es) and others involved in the alleged discrimination. (Attach additional sheets, if necessary, and provide a copy of written material pertaining to your case).

---

---

---

---

---

---

---

---

---

---

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

**Please return completed form to:** Heather Pefley, City Clerk, 70 Maple Street, Manistee, MI 49660; Phone: (231) 398-2803; Fax (231) 723-5410; E-Mail: [hpefley@manisteemi.gov](mailto:hpefley@manisteemi.gov).

**Note:** *The City of Manistee prohibits retaliation or intimidation against anyone because that individual has either taken action or participated in action to secure rights protected by policies of the City. Please inform the person listed above if you feel you were intimidated or experience perceived retaliation in relation to filing this complaint.*

## APPENDIX E - DETERMINE/DISTINGUISH SIGNIFICANT/NON-SIGNIFICANT EFFECTS

“Significant” requires considerations of both context and intensity:

- (a) *Context*. This means that the significance of an action must be analyzed in several contexts such as society as a whole (human, nation), the affected region, the affected interests, and the locality. Significance varies with the setting of the proposed action. For instance, in the case of a site-specific action, significance would usually depend upon the effects in the local area rather than in the world as a whole. Both short-and long-term effects are relevant.
- (b) *Intensity*. This refers to the severity of impact. Responsible officials must bear in mind that more than one agency may make decisions about partial aspects of a major action. The following should be considered in evaluating intensity:
  - (1) Impacts that may be both beneficial and adverse. A significant effect may exist even if, on balance, the effect would be beneficial.

“Non-significant effect” means no substantial change to an environmental component and this no material bearing on the decision-making process.

Scientific, technical, institutional, the public’s value, and the local economic conditions influence the meaning of significant effect.

If an alternative would provide a beneficial effect, then the alternative would cause no significant adverse effect. If an alternative would provide an adverse effect, the effect might be significant or the effect might be non-significant.

Determinations of “significant” and “non-significant” effects will be made by the City Clerk.

## APPENDIX F - PROGRAM COMPLIANCE/PROGRAM REVIEW GOALS FOR CURRENT PLAN YEAR

1. The City of Manistee's Title VI Plan will be communicated to each City Department Head who will review the plan with departmental employees. All City employees will be trained or made aware of the Title VI and LEP policies and complaint procedures.
2. The City of Manistee's Title VI Plan will be published on the main page of the City's website [www.manisteemi.gov](http://www.manisteemi.gov), within 90 days of approval.
3. Appendix A will be included in all City contracts as outlined in the Title VI Plan.
4. The language in Number 2 of the City of Manistee's Title VI Assurances will be included in all solicitations for bids for work or material subject to the Regulations and in all proposals for negotiated agreements.
5. The procedure(s) for responding to individuals with Limited English Proficiency will be implemented.
6. All City of Manistee employees will be trained or made aware of the LEP procedure and the Title VI complaint procedure.
7. A review of City facilities will be conducted in reference to compliance with the American Disabilities Act.
8. The following data will be collected and reviewed by the Title VI Coordinator and included, where appropriate, in the annual report submitted to MDOT.
  - a. **Boards and Commissions:** The number of vacancies; how vacancies are advertised and filled; the number of applicants; the representation of minorities will be evaluated.
  - b. **Public Meetings:** The number of open meetings; how meeting dates and times are communicated to the general public and to individuals directly affected by the meeting.
  - c. **Construction Projects:** The number of construction projects and minority contractors bidding and the number selected; verification that Title VI language was included in bids and contracts for each project.
  - d. **LEP Needs:** The number of requests for language assistance that were requested or required; the outcome of these requests.
  - e. **Complaints:** The number of Title VI complaints received; nature of the complaints; resolution of the complaints.
  - f. **Timeliness of Services:** The number of requests for services; amount of time from request to when service was delivered; number of requests denied.
  - g. **Right of Way/Imminent Domain:** The number of such actions and diversity of individual(s) affected.
  - h. **Program Participants:** Racial data of program participants where possible.

---

<sup>i</sup> The executive order verbatim can be found online at <http://www.usdoj.gov/crt/cor/Pubs/eolep.htm>.

<sup>ii</sup> Policy Guidance Concerning Recipients' Responsibilities to Limited English Proficient (LEP) Persons. Federal Register: December 14, 2005 (Volume 70, Number 239)

<sup>iii</sup> The DOT has also posted an abbreviated version of this guidance on their website at <http://www.dotcr.ost.dot.gov/asp/lep.asp>.

<sup>iv</sup> <http://www.dotcr.ost.dot.gov/asp/lep/asp>

<sup>v</sup> Department of Justice Final LEP Guidelines, Federal Register June 18, 2002-Vol. 67-Number 117,

MEMO TO: Mayor Roger Zielinski  
Members of Manistee City Council

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

DATE: April 29, 2019

SUBJECT: City Council Guidelines Policy CP-10



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

---

At the April 2, 2109 City Council meeting, Council authorized the appointment of the City Manager to represent the City on the Downtown Development (DDA) Board. Previously, the Mayor was the City's representative on the DDA Board.

City Council Guidelines Policy CP-10, section 24, Appointments, states in part "... the Mayor is a member of the Downtown Development Authority...". To comply with Council's action to appoint the City Manager to the DDA Board, CP-10 must be amended.

Attached is an amended copy of CP-10 for Council's consideration. It shows that "... the Mayor is a member of the Downtown Development Authority..." has been stricken.

CP-10 is further amended to include the newly created Downtown Development Authority Citizens Council in Section 21 under Mayoral appointments.

It is my recommendation that Council approve the amendments made to CP-10.

TNT:cl

MAYOR

CITY COUNCIL

- Airport Authority
- Brownfield Redevelopment Authority
- Compensation Commission-Residency Required
- Downtown Development Authority
- DDA Citizens Council
- Housing Commission
- Oil and Gas Investment Board
- Parks Commission
- Planning Commission
- Sands Park Control Board
- Tree Commission
- Zoning Board of Appeals

- Board of Review - Residency Required
- Harbor Commission
- Historic District Commission
- PEG Commission

All appointments by the Mayor are subject to the Council's approval, unless otherwise specified by statute or ordinance. Nominations for Council appointments do not require a second. After a member of Council nominates an individual for appointment, Council shall vote on the nomination. A majority vote in favor of placement of the nominee is required for appointment.

- 22. **Appointments.** By ordinance the Mayor is ~~a member of the Downtown Development Authority and~~ the Chair of the Oil and Gas Investment Board.
- 23. **Council Standing Committees.** Immediately after the annual Organizational Meeting of the Council, the Mayor shall appoint the following standing committees, subject to confirmation by the Council: a.) Audit Committee, b.) Ordinance Committee. Three members of the Council shall be appointed to each committee with the Mayor designating the member who is to serve as Chair of the committee. Vacancies occurring in any committee shall be filled in like manner.
  - a. The Audit Committee shall be responsible for the selection (through a recommendation to Council), retention and oversight of the City's independent auditors, using the Government Finance Officer's recommended practice for Audit Committees as a guideline. The committee shall consist of three Councilmembers. The Committee shall have access to the services of at least one financial expert familiar with municipal accounting and auditing practices. The Committee shall present annually a written report of how it has discharged its duties and responsibilities.
  - b. Ordinance Committee. All ordinances proposed, whether by a member of the Council, City Manager, Advisory Board or Commission or the public at large shall be put in proper form and reviewed by the Ordinance Committee. The Ordinance Committee shall make a recommendation to the City Council on each ordinance reviewed, with or without modification. If the recommendation of the Ordinance Committee is that the ordinance not be approved, the person or group sponsoring the proposed ordinance may request consideration by the entire Council with the committee's negative recommendation.
  - c. Personnel Committee. In accordance with Section 5-6 of the Charter, the City Manager may appoint a Personnel Committee subject to the approval of the City Council.
- 24. **Special Committees.** In accordance with Section 13-16 of the Charter, special committees for particular purposes may be appointed by the Mayor, by the City Council, or by the City

however that such referral shall be accompanied by a written statement from the person complaining of such improper hearing which statement shall delineate the specific charges in order that the board or commission concerned may be able to take appropriate action.

- c. All complaints with the respect to the management of the City shall be referred to the City Manager for necessary or appropriate action. A copy of written complaints will be forwarded to the City Council for information. In the case of those complaints against the management of the City wherein the Council desires further information, then the City Manager when so requested by a majority of the Council shall be given adequate time in which to make the necessary investigation and report to the City Council.
- d. Questions, comments or concerns regarding municipal services shall be conveyed to the City Manager or appropriate department during regular business hours and shall not be raised at Council meetings unless the City Manager has failed to adequately respond to the issue following a reasonable opportunity to address same.

32. **Administration.** In accordance with Section 2-10 and Section 5 of the Charter, the City Manager is responsible for the administrative affairs of the City including the appointment, discipline and removal of employees except as otherwise noted in the Charter. The Manager shall supervise and control the administrative affairs of the City and all departments thereof. Members of the Council shall not individually provide direction to City employees or departments, nor make inquiry thereof except through the office of the City Manager. This Section in no way limits the Council from fully and freely discussing its views with the City Manager pertaining to the appointment, discipline or removal of employees; nor limit the Council's ability to initiate investigations into municipal affairs in accordance with Section 13-10 of the Charter.

This Section shall not limit individual Councilmembers' ability to make requests for services from departments, nor convey a request for services to a department by a constituent as would be available to a citizen at large.

33. **Separability.** Any part of these Guidelines which shall conflict with any state or federal law now or in the future, or the Charter of the City of Manistee, or any ordinance of the City duly adopted now or in the future shall be null and void but only to the extent of the conflict. All other parts shall continue in full force and effect.

34. **Amendments.** These Guidelines may be amended by the City Council at the annual Organizational Meeting of the Council by majority vote. These Guidelines may be amended by the City Council at any other regular or special meeting of the City Council, by a majority of the members elect.

ADOPTED: March 16, 1993  
AMENDED: December 17, 1996  
AMENDED: November 9, 1999  
AMENDED: January 16, 2001  
AMENDED: November 15, 2005  
AMENDED: November 13, 2007  
AMENDED: February 2, 2010  
AMENDED: December 15, 2015  
AMENDED: December 5, 2017

AMENDED: November 15, 1994  
AMENDED: November 12, 1997  
AMENDED: December 5, 2000  
AMENDED: November 12, 2003  
AMENDED: November 21, 2006  
AMENDED: November 10, 2009  
AMENDED: November 20, 2012  
AMENDED: November 15, 2016  
AMENDED: May 7, 2019



**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

April 8, 2019

City Council Members;

Enclosed is an application to split an existing lot at 170 Glocheski Drive into two lots.

On April 4, 2019 the Planning Commission recommended approval of the lot split based on the information they had:

***170 Glocheski Drive Lot Split; Parcel 51-51-190-143-00***

*Ms. Buswinka has reviewed the lot split request located in the Industrial Park area. The split meets all the standard requirements of the Zoning Ordinance and the Land Division Act. Ms. Buswinka notified the Commission that through an email Jeff Mikula, City DPW, stated they City has utilities running underneath the property and the City is working with the applicant to obtain the easements. The 1 lot will be split into 2 lots. Each lot size will be beyond the lot size requirements. She recommended to approve the split.*

***Greg Ferguson, 170 Glocheski Drive;*** *stated the survey shows a parking lot with a retaining wall that is 12 feet from the split property line.*

*Motion by Szymanski, seconded by Commissioner Yoder to accept and forward to the City Council the recommendation of granting the land split of parcel 51-51-190-143-00, 170 Glocheski Drive.*

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

*Yes: Szymanski, Thomas, Yoder, Weiner, McBride and Wittlieff*

*No: None*

The following shows the submitted information.

		Required	Proposed/Provided in Application
Minimum lot area	Parcel A	12,000 sq. ft.	42,688 sq. ft.
	Parcel B	12,000 sq. ft.	121,096 sq. ft.
Lot width	Parcel A	120 ft.	378 ft.
	Parcel B	120 ft	294 ft.
Does the lot have road frontage?		Yes	Yes
Width to depth ratio LDA Sec. 560.109(1)(b)		Not more than 4:1 ratio	
		Parcel A	0.92:1
		Parcel B	2.16:1
Setbacks of existing structure		Front Side Rear	25ft 10ft (each side) 10ft
		Existing structure is setback from the property line exceeds the minimum requirements.	
Utility Easements		Map showing easements: new parcel(s) must have adequate easements for public utilities from the new parcel to existing public utility facilities (water, sewer hookup, electricity, gas) LDA Sec. 560.109 (1)(g)	
		The Plat map shows a 10 ft. private easement for public utilizes that runs parallel with Glocheski Drive.	

LDA: Land Division Act : Act 288 of 1967

Yours,

Tamara Buswinka, A.I.C.P.  
City of Manistee Zoning Administrator



PAID

MAR 04 2019

Edward Bradford  
CITY TREASURER

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

**Parcel Split and/or Combination Request Form**

Please Print

Parcel Combination Requirements	
<p>Any Split of a Parcel within the City of Manistee requires review and approval of the Planning Commission and City Council. Even if the Parcel contains platted lots approval is still required. Requests are reviewed for compliance with the Zoning Ordinance. If a request meets all of the requirements of the Zoning Ordinance it will be forwarded to the City Planning Commission. The Planning Commission reviews the request and makes recommendation to the City Council. Notification will be mailed to applicants regarding City Council's determination. Requests must include the fee of \$200.00 for the first split and \$75.00 for each additional split. Incomplete requests will be returned to the applicant. <i>Must be submitted 15 days prior to the Planning Commission meeting to be placed on the agenda. The City does not conduct a title search for the property.</i></p>	
<p>To update their property taxes the property owner should send a copy of the determination to: County Equalization Department 415 Third Street Manistee, MI 49660</p>	
<p>If the parcel involves a principal residence or homestead it is up to the applicant to notify the City Assessor at (231) 398-2802 to update their Homestead Exemption.</p>	
Property Information	
Address: 170 Gloczeski Dr. MANISTEE MI 49660	Parcel # 5151 190 14300
Applicant Information	
Name of Owner: Gregory V. Ferguson	
Address: 170 Gloczeski Dr. Manistee MI 49660	
Phone #: _____	Cell #: 707 440 8003
e-mail: GVFB@AUM.COM	
Project Information	
Reason for Request: Sale of business Nssed	
Site Plan Requirements	
<p>The applicant is responsible to provide a survey and legal descriptions of the proposed parcels (unless waived by the Zoning Administrator). If buildings or structures are located on a parcel a site plan showing set-backs is required. Requests are reviewed for compliance with the Zoning Ordinance. The Zoning Administrator 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 or Planning Commissioners permission to make site inspections as necessary. The undersigned affirms that the information included in this application is correct.</p>	
Signature: <u>Gregory V. Ferguson</u>	Date: <u>2/27/2019</u>
Signature: _____	Date: _____
<input type="checkbox"/> Fee of \$200.00 for the first split and \$75.00 for each additional split enclosed and Site Plan for project attached (permit cannot be issued without site plan)	
Office Use Only	
Fee: <input type="checkbox"/> \$	Receipt # 182770
Notes:	
Signature: _____	Date: _____

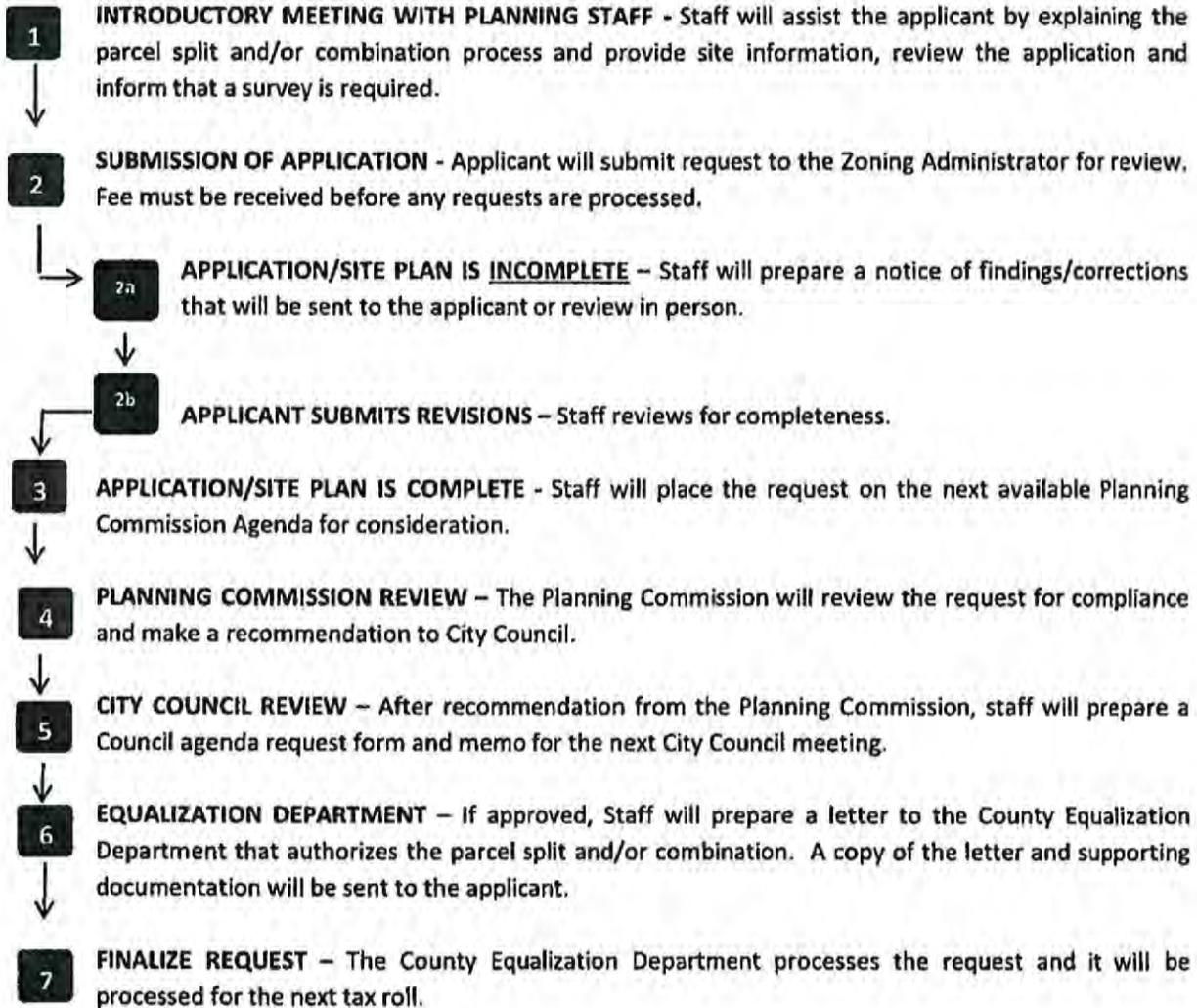
Parcel Split Request

Zoned L-1

Page 1 of 1



## Parcel Splits and/or Combination Requests Planning Commission A Step-By-Step Guide



Requests for parcel splits can only be approved if the request meets the requirements of the Zoning Ordinance. The resulting split cannot create a parcel that does not meet the minimum dimensional requirements for the district (street frontage and parcel area). If there are structures on the parcel they must meet the side yard and/or rear yard setback as applicable.

***It is the owner's responsibility to verify that there are no issues/objections to the request by any persons, firms or corporations having a legal or equitable interest in the land. The City does not conduct a title search for the property.***

(7/1/18)



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

City of Manistee Planning Commission

March 21, 2019

Dear Planning Commissioners;

I received an application from Greg Ferguson for a parcel split for 170 Glocheski Drive in the L-1 zoning district on March 4, 2019. The application proposes to:

- Create two new parcels from an already platted parcel.
  - One parcel being 0.98 acres- Parcel A and contains an existing structure.
  - One parcel being 2.78 acres-Parcel B and is vacant.

On March 11, 2019 I mailed a letter informing Mr. Ferguson that the application was incomplete. The following deficiencies were found:

	Required	Proposed/Provided in Application
Minimum lot area	Parcel A Parcel B 12,000 sq. ft. 12,000 sq. ft.	This information is not provided.
Lot width	120ft	This information is not provided.
Does the lot have road frontage?	Yes	Yes
Width to depth ratio LDA Sec. 560.109(1)(b)	Not more than 4Xwidth (4:1 ratio)	This information is not provided.
Setbacks of existing structure	Front Side Rear 25ft 10ft (each side) 10ft	This information is not provided.
Utility Easements	Map showing easements: new parcel(s) must have adequate easements for public utilities from the new parcel to existing public utility facilities (water, sewer hookup, electricity, gas) LDA Sec 560.109 (1)(g)	This information is not provided.
Indemnity: Building Permit	if the resulting parcel is less than 1 acre in size and per the Land Division Act Section 560.109(a)(2) the City of Manistee is not liable if a building permit is not issued for the parcel.	

LDA: Land Division Act : Act 288 of 1967

On March 14, 2019, Mr. Ferguson resubmitted the application with the information requested in the March 11, 2019 letter.

The following shows the submitted information.

	Required	Proposed/Provided in Application
Minimum lot area	Parcel A	12,000 sq. ft.
	Parcel B	12,000 sq. ft.
Lot width	Parcel A	42,688 sq. ft.
	Parcel B	121,096 sq. ft.
Does the lot have road frontage?	Yes	378 ft
Width to depth ratio LDA Sec. 560.109(1)(b)	Parcel A	294 ft
	Parcel B	Yes
Setbacks of existing structure	Not more than 4:1 ratio	0 92:1
	Front	2 16:1
	Side	Existing structure is setback from the property line exceeds the minimum requirements
Utility Easements	Map showing easements: new parcel(s) must have adequate easements for public utilities from the new parcel to existing public utility facilities (water, sewer hookup, electricity, gas) LDA Sec. 560.109 (1)(g)	The Plat map shows a 10 ft private easement for public utilities that runs parallel with Giocheski Drive
Indemnity: Building Permit	If the resulting parcel is less than 1 acre in size and per the Land Division Act Section 560.109(a)(2) the City of Manistee is not liable if a building permit is not issued for the parcel.	

LDA: Land Division Act : Act 288 of 1967

It is my understanding based on a conversation with George Saylor, City Attorney on March 18, 2019, that there are no deed restrictions prohibiting the split.

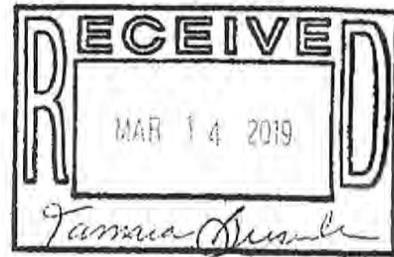
To the best of my knowledge the requirements of the City of Manistee Zoning Ordinance are met; I am recommending approval of the lot split.

Despite my request, please note that this recommendation is not accompanied by a review letter from the City Attorney, DPW Director, or City Engineer.

Yours,  
  
 Tamara Buswinka, A.I.C.P.

CC:  
 Rob Carson, Manistee County Planning Director  
 George Saylor, City of Manistee Attorney

Tamara Buswinka A.I.C.P  
City of Manistee Zoning Administrator  
395 3<sup>rd</sup> St.  
Manistee, Mi. 49660  
March 14<sup>th</sup> 2019



Re: Parcel split Lot 18 L-1 zoning district.

Thank you for your recent letter requesting the additional information to process my application for a lot split on lot 18 L-1 zoning district in the City of Manistee. I am submitting a revised survey, produce by Craig Stapley P.S. #46687 of Nordlund & Associates Inc.

(Minimum Lot Area) 12,000 Sq. Ft.

The revised surveyor's certificate reflects the actual square footage of the proposed split.

Parcel (A) containing an existing building is (42,688 Sq./Ft.) 0.98 Acres.

Parcel (B) a vacant lot is (121,096 Sq./Ft.) 2.73 Acres.

(Lot width) 120 lineal Ft.

The revised surveyor's certificate illustrates the (66 Ft. R.O.W.) for West Glocheski Drive. The interpretation as the width to parcel (A) is 378.05 Ft. running parallel to West Glocheski Dr.

The interpretation as to the width of parcel (B) is from the proposed north boundary line to the south boundary line in a perpendicular line is 276.76 Ft.

(Road frontage)

The revised surveyor's certificate illustrates the (66 Ft. R.O.W.) for West Glocheski Dr. that bouders the east boundary line of parcel (A) for 378.05 Ft. and Parcel (B) for 295.00 Ft.

(Width to depth Ratio) Not more than 4 to 1 ratio

Parcel (A) is 378.08 ft. wide and 225.80 ft. deep, at a ratio of (0.597 to 1)

Parcel (B) is 276.76 wide and 599.43 Ft. deep, at a ratio of (2.16 to 1)

(Setbacks of existing structure) West Glocheski Dr. being the front

The revised surveyor's certificate reflect the setbacks, Per L-1, district regulation, 25 ft. front, 10 ft. side (each side) and 10 ft. rear. (setbacks are illustrated for both proposed parcels)

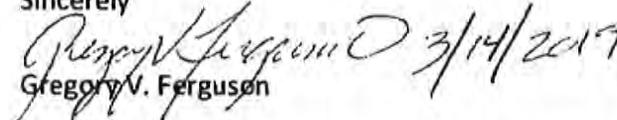
(Utility Easements) Map of lot 18, 10 Ft. easement for public utilities  
Recorded Division Plate, legal description: Lot 18 of Manistee Industrial Park, part of  
Government lots 1 and 2, Section 2, Township 21 North, Range 17 West, City of Manistee,  
Manistee County, Michigan. According to the Plat thereof recorded in Liber 6 of Plats, pages 56-  
58, Manistee County Records. Attached is a map of that which pertains to Lot 18.

(Indemnity) Building permits

Applicant acknowledges the statement has been made by the City of Manistee Zoning  
Administrator.

Please advise if here is anything else I need to submit for this Application.

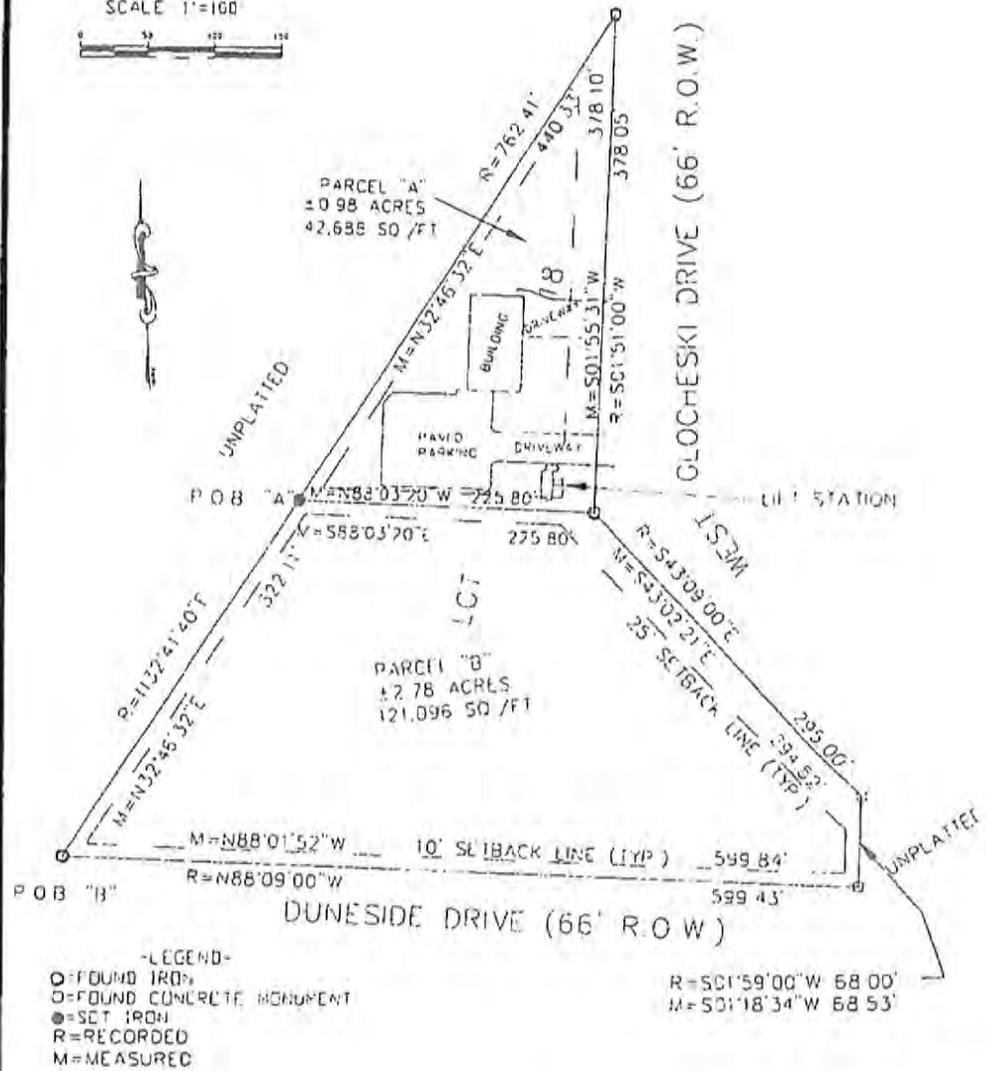
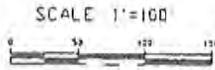
Sincerely

 3/14/2017  
Gregory V. Ferguson

GREG FERGUSON  
170 W. GLOCHESKI DRIVE  
MANISTEE, MI 49660

# SURVEYOR'S CERTIFICATE

SEE PAGE 2 OF 2 FOR LEGAL DESCRIPTIONS



I HEREBY CERTIFY that to the best of my professional knowledge and belief I have surveyed the property as described and shown herein and that there are no visible encroachments on said property unless noted and that this survey is in accordance with Public Act 132 of 1970, as amended. The survey was performed in accordance with a description furnished by others. The actual error of closure of the boundary of this survey was not greater than 1 in 5000.

FILE 519-007  
DATE FEB. 27, 2019 PAGE 1 OF 2  
CRAIG STAPLEY P.S. # 46687

	Providing Complete Engineering & Surveying Service Since 1972	Nordlund & Associates Inc
	813 E Ludington Ave Ludington, MI 49431 (231) 843-3495 fax 843-7676	207 River Street Manistee, MI 49660 (231) 723-8480 fax 723-6642

# SURVEYOR'S CERTIFICATE

## PARCEL "A"

A PARCEL OF LAND IN SECTION 2, TOWNSHIP 21 NORTH-RANGE 17 WEST, AND PART OF LOT 18 OF MANISTEE INDUSTRIAL PARK, MANISTEE COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID LOT 18; THENCE NORTH 32°46'32" EAST ALONG THE WEST LINE OF LOT 18, 322.11 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 32°46'32" EAST 440.33 FEET TO THE NORTHERLY CORNER OF LOT 18, THENCE SOUTH 01°55'31" WEST ALONG THE EAST LINE OF LOT 18 378.10 FEET; THENCE NORTH 88°03'20" WEST 225.80 FEET TO THE POINT OF BEGINNING, SUBJECT TO ANY EASEMENT, RIGHTS OF WAY OF RECORD, PARCEL CONTAINING ±0.98 ACRES OF LAND MORE OR LESS.

## PARCEL "B"

A PARCEL OF LAND IN SECTION 2, TOWNSHIP 21 NORTH-RANGE 17 WEST, AND PART OF LOT 18 OF MANISTEE INDUSTRIAL PARK, MANISTEE COUNTY, MICHIGAN, DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 18; THENCE NORTH 32°46'32" EAST ALONG THE WEST LINE OF LOT 18, 322.11 FEET; THENCE SOUTH 88°03'20" EAST 225.80 FEET TO THE EAST LINE OF LOT 18, THENCE SOUTH 43°02'21" EAST ALONG THE EAST LINE OF LOT 18, 294.52 FEET; THENCE SOUTH 01°18'34" WEST 68.53 FEET TO THE SOUTH LINE OF LOT 18; THENCE NORTH 88°01'52" WEST 599.84 FEET TO THE POINT OF BEGINNING, SUBJECT TO ANY EASEMENT, RIGHTS OF WAY OF RECORD, PARCEL CONTAINING ±2.78 ACRES OF LAND MORE OR LESS.



I HEREBY CERTIFY that to the best of my professional knowledge and belief, I have surveyed the property as described and shown herein and that there are no visible encroachments on said property unless noted and that this survey is in accordance with Public Act 132 of 1970, as amended. The survey was performed in accordance with a description furnished by others. The actual error of closure of the boundary of this survey was not greater than 1 in 5000.

FILE: S19-007  
DATE: FEB. 27, 2019

PAGE 2 OF 2

CRAIG STAPLEY P.S. # 46687



Providing Complete  
Engineering & Surveying  
Service Since 1972

**Nordlund & Associates Inc.**

813 E. Ludington Ave.      287 River Street  
Ludington, MI 49401      Manistee, MI 49660  
(231) 843-3485      (231) 723-6460  
fax: 843-7678      fax: 723-6442

ICE SHOW NO UNPAID TAXES OR SPECIAL ASSESSMENTS FOR THE  
Oct. 17, 1989, INVOLVING THE LANDS INCLUDED IN

# MANISTEE INDU

Alan G. Verheer  
 ALAN G. VERHEER,  
 MANISTEE COUNTY TREASURER



PART OF GOVERNMENT LOTS 1 AND  
 CITY OF MANISTEE, MANISTEE

ER'S CERTIFICATE

7, 1989 AS COMPLYING WITH SECTION 192 OF ACT 28  
 CABLE RULES AND REGULATIONS PUBLISHED BY MY OFFICE IN THE

Harvey Schaeffer  
 HARVEY SCHAEFFER,  
 MANISTEE COUNTY DRAIN COMMISSIONER

L APPROVAL

PLAT WAS APPROVED BY THE CITY COMMISSION OF THE CITY OF  
 MANISTEE ON Oct 17, 1989, AND WAS REVIEWED AND FOUND TO  
 COMPLY WITH ACT 289, P.A. OF 1967 AND THAT PUBLIC SEWER AND WATER ARE

Kenneth J. Gienick  
 KENNETH J. GIENICK  
 CITY CLERK/TREASURER

(IFICATE

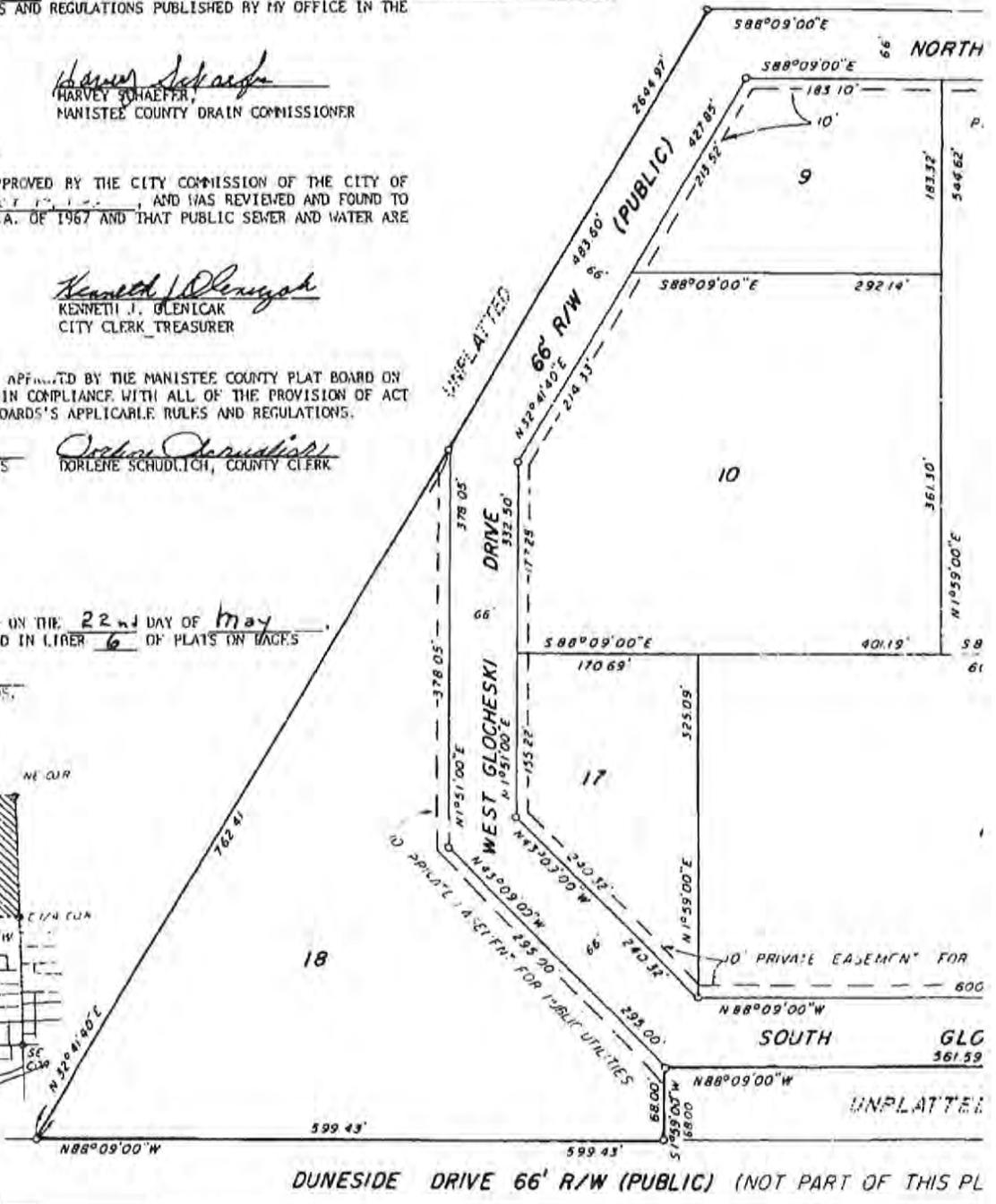
(E)VED AND IS APPROVED BY THE MANISTEE COUNTY PLAT BOARD ON  
 MAY 22, 1989, AND WAS REVIEWED AND FOUND TO  
 COMPLY WITH THE PLAT BOARD'S APPLICABLE RULES AND REGULATIONS.

Dorlene Schudlich  
 DORLENE SCHUDLICH, COUNTY CLERK

ER OF DEEDS  
 TREASURER

FOR RECORD ON THE 22nd DAY OF May  
 AND RECORDED IN LIBER 6 OF PLATS ON PAGE 6

ER OF DEEDS



DUNESIDE DRIVE 66' R/W (PUBLIC) (NOT PART OF THIS PL

UNPLATTED

**LEGEND**

1. ALL DIMENSIONS ARE IN FEET.
2. PLAT BEARINGS ARE BASED ON RODEMAKER SUBDIVISION (LIBER 36 OF PLATS ON PAGE 62).
3. MONUMENTS MADE OF 3/8 INCH BY 1/2 INCH DIAMETER STEEL RODS ENCASED IN CONCRETE 4 INCHES IN DIAMETER HAVE BEEN SET AT POINTS MARKED 'O'.
4. CURVILINEAR MEASUREMENTS ARE ARC MEASUREMENTS.
5. 1/2 INCH DIAMETER BY 24 INCH CAPPED IRONS HAVE BEEN SET AT LOT CORNERS.

Slawinski

MEMO TO: Mayor Roger Zielinski  
Manistee City Council Members

FROM: Thad N. Taylor, City Manager

DATE: April 24, 2019

SUBJECT: Consumers Energy Joint Permit Application



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

---

Consumer's Energy is requesting the City's authorization to submit a joint application to the Army Corps of Engineers and the Michigan Department of Environmental Quality to perform work in the Manistee River adjacent to City-owned property. Consumer's Energy intends to collect sediment samples and inspect submerged rip-rap along the northern bank of the river.

It is my recommendation that City Council authorizes the Mayor to sign the attached letter authorizing Consumers Energy to submit a joint application and conduct the described work.

TNT:cl



**CITY HALL**

**ADMINISTRATION**  
FAX 231.723.1546

**CITY MANAGER**  
231.398.2801

**CITY ASSESSOR**  
231.398.2802

**BUILDING INSPECTOR**  
231.398.2806

**PLANNING & ZONING**  
231.398.2805

**CLERK/TREASURER**  
FAX 231.723.5410

**CITY CLERK**  
231.398.2803

**CITY TREASURER/  
FINANCE DIRECTOR**  
231.398.2804

**WATER BILLING**  
231.723.2559

**POLICE DEPARTMENT**  
231.723.2533  
FAX 231.398.2012

**FIRE DEPARTMENT**  
281 First Street  
231.723.1549  
FAX 231.723.3519

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

**WASTEWATER PLANT**  
15 Ninth St.  
231.723.1553

April 24, 2019

Mr. Andrew Santini  
Consumers Energy  
1945 W. Parnall Road  
Jackson, MI 49201

**RE:** Authorization for Joint Permit Application

Dear Mr. Santini:

This letter is intended to provide Consumers Energy authorization to submit the joint permit application and conduct the scope of work generally described in this letter. Since this area of the Manistee River is a Section 10 waterway, a joint permit from the Michigan Department of Environmental Quality (MDEQ) is required to complete the work.

The work generally consists of collecting sediment samples for field classification and screening, proper disposal of sediment after collection, and visual inspection / survey of the extent of submerged rip rap along the northern bank. The work is anticipated to include collecting sediment within the Manistee River, adjacent to property owned by the City of Manistee, between the US-31 and Maple Street bridges. Final boring locations and depths will be based upon field conditions.

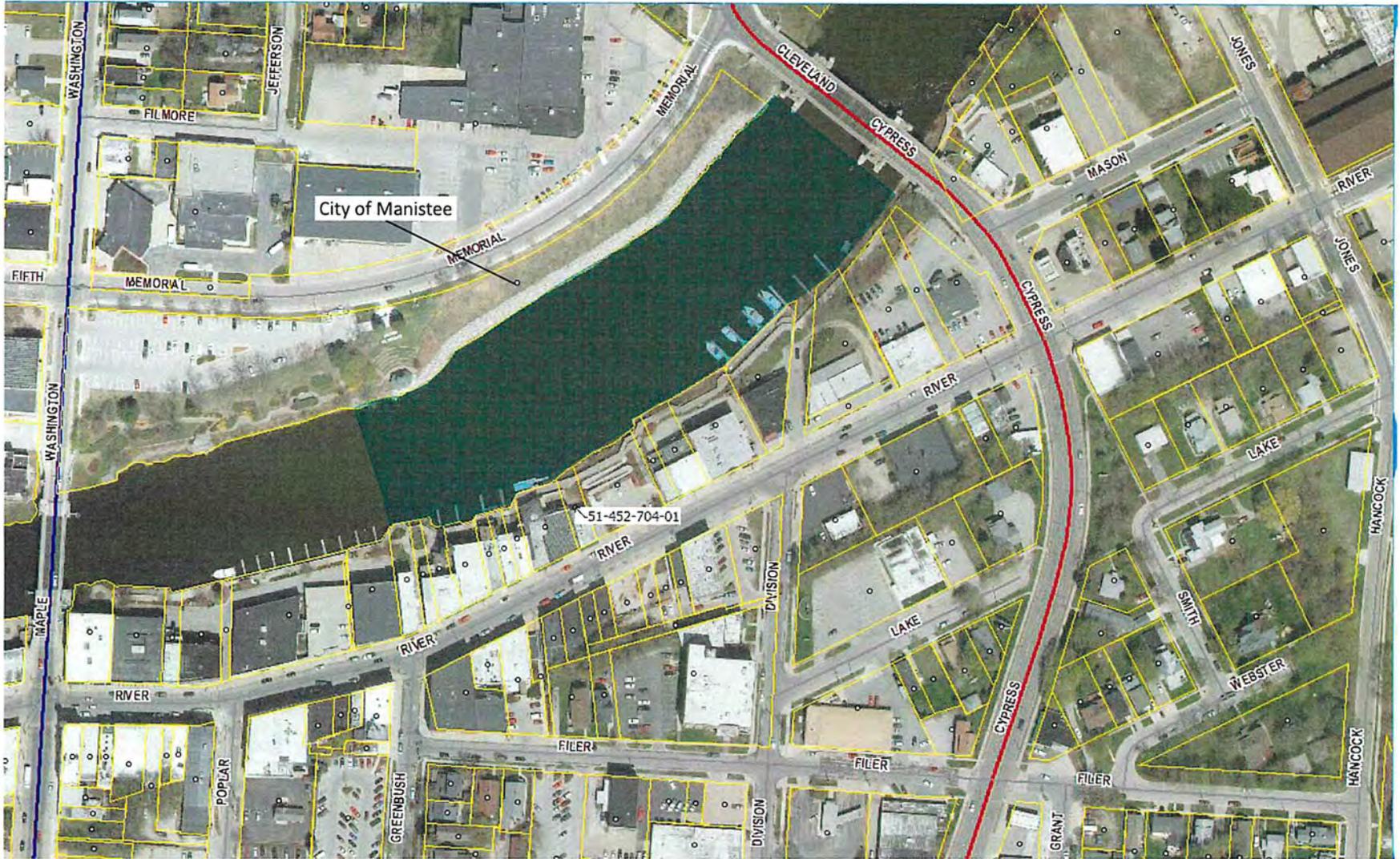
The City of Manistee, as property owner, gives Consumers Energy permission to submit a joint permit application to the MDEQ and complete the work as described above.

Sincerely,

CITY OF MANISTEE

Roger Zielinski, Mayor  
Manistee City Council  
[rzielinski@manisteemi.gov](mailto:rzielinski@manisteemi.gov)

RZ:cl



MEMO TO: Mayor Roger Zielinski  
Members of City Council

FROM: Thad N. Taylor, City Manager 

DATE: April 10, 2019

SUBJECT: Plan Review & Building Inspection  
Professional Services Agreement



City Manager's Office  
231-398-2801

---

Earlier this year the City issued a Request for Proposal (RFP) for Professional Building Plan Review Services and Professional Building Inspection Services. The RFP was issued to identify a company that could provide those services to the community instead of continuing our current practice of using the State of Michigan inspectors. Four (4) responses to the RFP were received.

**RFP's Received:**

1. SAFEbuilt Michigan, LLC.
  - National company with closest office in Muskegon, Michigan.
  - 65 locations and over 1,100 employees.
  - Cost for service based on company collecting 85% of permit fees in first six (6) months and thereafter 80%.
  - The additional 5% in the first six months is payment for company working to secure the State's approval for the City to have its own inspection program.
  - Permit fees based on City adopting State of Michigan fee schedule.
2. Associated Government Services, Inc.
  - Operates exclusively in Michigan and provides services to many communities.
  - Cost for service based on company collecting 100% of permit fees.
  - Permit fees based on City adopting State of Michigan fee schedule.
3. I Inspect, LLC.
  - Based in Manistee.
  - Cost for service based on company collecting 100% of permit fees.
  - Permit fees based on City adopting State of Michigan fee schedule.
  - City required to pay for recertification of the inspector and any other certifications required by the City.
4. Building Protection Group, LLC.
  - National firm with nearest office in New York.
  - Cost for service is based on an hourly rate, between \$85-\$95; and not as a percentage of a permit fee.
  - No suggestion for a fee schedule.

As part of the review process I enlisted the assistance of Don Gilmet, Building Official, Alpena, Michigan. Reviewing the RPF's independently we both determined that SAFEbuilt offered the best opportunity for the City. The determination was predicated on a satisfactory reference check.

SAFEbuilt submitted several municipal references and I checked four; Colon Township, City of Three Rivers, City of Albion and the City of Muskegon. All provided exceptional references. The municipalities all commented on SAFEbuilt's high level of customer service, willingness to adapt to local needs and quality of inspectors.

Upon completion of the reference checks I worked with SAFEbuilt on a professional service agreement, copy attached, that has been reviewed and approved by the City Attorney. The initial term of the agreement is one year and shall renew for additional 12 month terms unless either party provides notice of intent to end the agreement at least 30 days prior to the renewal date. Additionally, either party can terminate the agreement at any time, provided that 90 days advance notice is given.

It is my recommendation that the City enter into an agreement with SAFEbuilt Michigan, LLC. for building plan review and building inspection services. Once the agreement is signed SAFEbuilt will work with the City to receive authorization from the State to perform our own inspection services.

TNT:cl

**PROFESSIONAL SERVICES AGREEMENT  
BETWEEN CITY OF MANISTEE, MICHIGAN  
AND SAFEbuilt MICHIGAN, LLC**

This Professional Services Agreement ("Agreement") is made and entered into by and between City of Manistee, Michigan, ("Municipality") and SAFEbuilt Michigan, LLC , a subsidiary of SAFEbuilt, LLC, ("Contractor"). Municipality and Contractor shall be jointly referred to as "Parties".

**RECITALS**

WHEREAS, Municipality is seeking a Contractor to perform the services listed in Exhibit A – List of Services, ("Services"); and

WHEREAS, Contractor is ready, willing, and able to perform Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, Municipality and Contractor agree as follows:

**1. SCOPE OF SERVICES**

Contractor will perform Services in accordance with codes, amendments and ordinances adopted by the elected body of Municipality. The qualified professionals employed by Contractor will maintain current certifications, certificates, licenses as required for Services that they provide to Municipality. Contractor is not obligated to perform services beyond what is contemplated by this Agreement.

Unless otherwise provided in Exhibit C, Contractor shall provide the Services using hardware and Contractor's standard software package. In the event that Municipality requires that Contractor utilize hardware or software specified by or provided by Municipality, Municipality shall provide the information specified in Exhibit C. Contractor shall use reasonable commercial efforts to comply with the requirements of Exhibit C and Municipality, at its sole expense, shall provide such technical support, equipment or other facilities as Contractor may reasonably request to permit Contractor to comply with the requirements of Exhibit C.

**2. CHANGES TO SCOPE OF SERVICES**

Any changes to Services between Municipality and Contractor shall be made in writing that shall specifically designate changes in Service levels and compensation for Services. Both Parties shall determine a mutually agreed upon solution to alter services levels and a transitional timeframe that is mutually beneficial to both Parties. No changes shall be binding absent a written Agreement or Amendment executed by both Parties.

**3. FEE STRUCTURE**

In consideration of Contractor providing services, Municipality shall pay Contractor for Services performed in accordance with Exhibit B – Fee Schedule for Services.

**4. INVOICE & PAYMENT STRUCTURE**

Contractor will invoice Municipality as SAFEbuilt, LLC, on a monthly basis and provide all necessary supporting documentation. All payments are due to Contractor within 30 days of Contractor's invoice date. Payments owed to Contractor but not made within sixty (60) days of invoice date shall bear simple interest at the rate of one and one-half percent (1.5%) per month. If payment is not received within ninety (90) days of invoice date, Services will be discontinued until all invoices and interest are paid in full. Municipality may request, and Contractor shall provide, additional information before approving the invoice. When additional information is requested Municipality will identify specific disputed item(s) and give specific reasons for any request. Undisputed portions of any invoice shall be due within 30 days of Contractor's invoice date, if additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on \_\_\_\_\_. The initial term of this Agreement shall be twelve (12) months from the effective date, subsequently, Agreement shall renew for twelve (12) month terms; unless prior notification is delivered to either Party thirty (30) days in advance of the renewal date of this Agreement. In the absence of written documentation, this Agreement will continue in force until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Contractor shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by Contractor if approved by Municipality. Contractor's obligation is met upon completion of final inspection or permit expiration, provided that the time period to reach such completion and finalization does not exceed ninety (90) days. Alternately, Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Contractor and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Contractor to perform Services. Municipality grants Contractor full privilege, non-exclusive, non-transferable license to use all such materials as reasonably required to perform Service.

9. PERFORMANCE STANDARDS

Contractor shall perform the Services using that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Contractor represents to Municipality that Contractor retains employees that possess the skills, knowledge, and abilities to competently, timely, and professionally perform Services in accordance with this Agreement.

10. INDEPENDENT CONTRACTOR

Contractor is an independent contractor, and neither Contractor, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of Municipality. As Contractor is an independent contractor, Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for Municipality under this Agreement. Contractor shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with Contractor, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

11. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of Municipality, from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities ("Claims") alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that any such Claims are caused by the negligence of Contractor or any officer, employee, representative, or agent of Contractor. Contractor shall have no obligations under this Section to the extent that any Claim arises as a result of Contractor's proper compliance with Municipal law, ordinances, rules, regulations, resolution, executive orders or other instructions received from Municipality.

To the fullest extent permitted by law and without waiver of sovereign immunity, Municipality shall defend, indemnify, and hold harmless Contractor, its officers, employees, representatives, and agents, from and against any and all Claims alleging personal injury, including bodily injury or death, and/or property damage, but only to the extent that such Claims are caused by (a) the negligence of, or material breach of any obligation under this Agreement by, Municipality or any officer, employee, representative, or agent of Municipality or

(b) Contractor's compliance with Municipal law, ordinances, rules, regulations, resolutions, executive orders or other instructions received from Municipality. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

12. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of the other Party; consent shall not be unreasonably withheld. Notwithstanding the preceding, Contractor may assign this Agreement to its parent, subsidiaries or sister companies (Affiliates) without notice to Municipality. Contractor may subcontract any or all of the services to its Affiliates without notice to Municipality. Contractor may subcontract any or all of the services to other third parties provided that Contractor and Municipality have agreed in writing to subcontractor performing services. Contractor remains responsible for any Affiliate's or subcontractor's performance or failure to perform. Affiliates and subcontractors will be subject to the same performance criteria expected of Contractor. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

13. INSURANCE

A. Contractor agrees during the term of this Agreement to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by Contractor pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.

B. At a minimum, Contractor shall procure and maintain, and shall cause any subcontractor of Contractor to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.

C. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee.

D. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Contractor's, and products. The policy shall contain a severability of interest provision and shall be endorsed

to include Municipality and Municipality's officers, employees, and Contractors as additional insureds.

- E. Professional liability insurance with minimum limits of five million dollars (\$5,000,000) each claim and five million dollars (\$5,000,000) general aggregate.
- F. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- G. Municipality shall be named as an additional insured on Contractor's insurance coverage.
- H. Prior to commencement of Services, Contractor shall submit certificates of insurance acceptable to Municipality.

14. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of Parties hereto and no third-party rights are intended or implied.

15. OWNERSHIP OF DOCUMENTS

All documents, data, drawings, specifications, photographs, property cards, summaries, accounts, reports, and other information, products or materials produced or held by the Contractor, of whatsoever nature or type, in connection with this Agreement shall be the sole property of the City with the City having sole and exclusive right, title and interest in any and all records, compilation, documents, papers, maps or manuscripts pertaining to or prepared pursuant to this Agreement when Contractor has been compensated for the same as set forth herein. All of the foregoing shall be forwarded to the City at its request and may be used by the City as it sees fit. The City agrees that if any of the foregoing prepared by the Contractor are used for purposes other than those intended by this Agreement, the City does so at its sole risk and agrees to hold Contractor harmless for such use. All services performed under this Agreement shall be conducted solely for the benefit of the City and will not be used for any other purpose by Contractor without written consent of the City. Any information relating to the services shall not be released without the written permission of the City. The Contractor shall act and preserve the confidentiality of all City documents and data accessed for use in Contractor's work products to the extent allowed or required by law. Any requests for information under the Freedom of Information Act shall be forwarded to the City Manager within two (2) working day of request for a proper determination of the response to be provided. Notwithstanding the preceding, Contractor may use the work product, deliverables, applications, records, documents and other materials required for or resulting from the Services, all solely in anonymized form, for purposes of (i) benchmarking of Municipality's and others performance relative to that of other groups of customers served by Contractor; (ii) sales and marketing of existing and future Consultant services; (iii) monitoring Service performance and making improvements to the Services. For the avoidance of doubt, Municipality Data will be provided to third parties only on an anonymized basis and only as part of a larger body of anonymized data. Notwithstanding the preceding, Contractor shall own all rights and title to any Contractor provided software and any improvements or derivative works thereof.

Upon reasonable prior written notice, Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of Contractor that are related to this Agreement for the purposes of audit or examination, other than Contractor's financial records and may make excerpts and transcriptions of the same at the cost and expense of Municipality.

16. CONTRACTOR ACCESS TO RECORDS

Parties acknowledge that Contractor requires access to Records in order for Contractor to perform its obligations under this Agreement. Accordingly, Municipality will either provide to Contractor on a daily basis such data from the Records as Contractor may reasonably request (in an agreed electronic format) or grant Contractor access to its Records and Record management systems so that Contractor may download such data. Data provided to or downloaded by Contractor pursuant to this Section shall be used by Contractor solely in accordance with the terms of this Agreement.

17. CONFIDENTIALITY

Contractor shall not disclose, directly or indirectly, any confidential information or trade secrets of Municipality without the prior written consent of Municipality or pursuant to a lawful court order directing such disclosure.

18. CONTRACTOR PERSONNEL

Contractor shall employ a sufficient number of experienced and knowledgeable employees to perform Services in a timely, polite, courteous and prompt manner. Contractor shall determine appropriate staffing levels and shall promptly inform Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services. Additional staffing resources shall be made available to Municipality when assigned employee(s) is unavailable. Municipality may be provided advance opportunity to make recommendation to Contractor regarding any proposed hiring, retention, or selection of any new employee that will provide Services to Municipality. Such recommendation by Municipality concerning an employment-related action shall not be binding on Contractor.

19. DISCRIMINATION & ADA COMPLIANCE

Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of Equal Opportunity laws.

Contractor shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by Municipality at any time during the term of this Agreement.

20. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS

Contractor is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Contractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Contractor shall not enter into an agreement with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Contractor is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

21. SOLICITATION/HIRING OF CONTRACTOR'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Contractor who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Contractor). Parties agree that this provision is reasonable and necessary in order to preserve and protect Contractor's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable. In the event that Municipality hires any such employee during the specified period, Municipality shall pay to Contractor a placement fee equal to 25% of the employee's annual salary including bonus.

22. NOTICES

Any notice under this Agreement shall be in writing and shall be deemed sufficient when presented in person, or sent, pre-paid, first class United States Mail, or delivered by electronic mail to the following addresses:

If to Municipality:	If to Contractor:
Thad Taylor, City Manager City of Manistee 70 Maple Street Manistee, MI 49660 Email: <a href="mailto:ttaylor@manisteemi.gov">ttaylor@manisteemi.gov</a>	Tom T. Klein, CRO SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538 Email: <a href="mailto:tklein@safebuilt.com">tklein@safebuilt.com</a>

23. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

24. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, Parties agree first to try in good faith to settle the dispute by mediation. If the parties dispute is not resolved through non-binding mediation, and litigation is pursued, the courts of Manistee County, Michigan shall have jurisdiction over the Parties' dispute.

25. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees, unless otherwise ordered by a court during the course of litigation.

26. AUTHORITY TO EXECUTE

The person or persons executing this Agreement represent and warrant that they are fully authorized to sign and so execute this Agreement and to bind their respective entities to the performance of its obligations hereunder.

27. GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by the laws of the State of Michigan and all services to be provided will be provided in accordance with applicable federal, state and local law, without regard to its conflict of laws provisions. The courts of Manistee County, Michigan, shall have jurisdiction of any dispute between the Parties.

28. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

29. IRAN ECONOMIC SANCTIONS ACT

Contractor shall execute, with this Agreement, an Affidavit of Compliance in the form of the Affidavit attached hereto as Exhibit D.

**30. ELECTRONIC REPRESENTATIONS AND RECORDS**

Parties hereby agree to regard electronic representations of original signatures as legally sufficient for executing this Agreement and scanned signatures emailed by PDF or otherwise shall be as valid as the original. Parties agree not to deny the legal effect or enforceability of the Agreement solely because it is in electronic form or because an electronic record was used in its formation. Parties agree not to object to the admissibility of the Agreement in the form of an electronic record, or a paper copy of an electronic document, or a paper copy of a document bearing an electronic signature, on the ground that it is an electronic record or electronic signature or that it is not in its original form or is not an original.

**31. WAIVER**

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

**32. ENTIRE AGREEMENT**

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

\_\_\_\_\_  
Thomas P. Wilkas, CFO  
SAFEbuilt Michigan, LLC

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name and Title  
City of Manistee, Michigan

## EXHIBIT A – LIST OF SERVICES

### 1. LIST OF SERVICES

#### Building Official Services

- ✓ Manage and help administer the department and report to Municipality's designated official
- ✓ Be a resource for Contractor team members, Municipal staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Assist Municipal staff in revising and updating municipal code to comply with adopted requirements
- ✓ Provide Building Code interpretations for final approval
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for Municipality – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Work with Municipal staff to establish and/or refine building department processes
- ✓ Issue stop-work notices for non-conforming activities – as needed

#### Building, Electrical, Plumbing, and Mechanical Inspection Services

- ✓ Contractor utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform code compliant inspections to determine that construction complies with approved plans
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

#### Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review plans for compliance with adopted building codes, local amendments or ordinances
- ✓ Be available for pre-submittal meetings by appointment
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Communicate plan review findings and recommendations in writing
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

#### Reporting Services

- ✓ Contractor will work with Municipality to develop a mutually agreeable reporting schedule and format

### 2. MUNICIPAL OBLIGATIONS

- ✓ Municipality will adopt a fee schedule for building department services that is mutually agreed upon by Municipality and Contractor.

3. TIME OF PERFORMANCE

Services will be performed during normal business hours excluding Municipal holidays.

- ✓ Building Official will be on-site at the Municipal offices one (1) day each week; four (4) hour each day or as mutually agreed upon by Municipality and Contractor
- ✓ Inspectors will be dispatched two (2) days each week; days to be mutually agreed upon
- ✓ Contractors representative(s) will be available by cell phone and email
- ✓ Contractors representative(s) will meet with the public by appointment

Deliverables			
<b>PRE-SUBMITTAL MEETINGS</b>	Provide pre-submittal meetings to applicants by appointment		
<b>PLAN REVIEW TURNAROUND TIMES</b>	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	10 business days	10 business days or less
	✓ Multi-family within	10 business days	10 business days or less
	✓ Small commercial within (under \$2M in valuation)	10 business days	10 business days or less
	✓ Large commercial within	15 business days	15 business days or less

## EXHIBIT B – FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

- ✓ Municipality will promptly notify Contractor of any revisions or amendments to Municipal Fee Schedule
- ✓ Municipality will periodically review its Municipal Fee Schedule and valuation tables and make adjustment to reflect increases in the cost incurred by Contractor in providing Services
- ✓ Fee Schedule rates shall not be increased by more than \$2.00 per function on a biennial basis. Rate revisions shall be effective on the first day of September of qualifying years )
- ✓ Contractor fees for Services provided pursuant to this Agreement will be as follows:

<b>Service Fee Schedule: Six (6) month period beginning the date first permit is issued under Agreement</b>	
Inspection Services	85% of *Municipal Fee as established by ordinance
Plan Review Services - excludes engineer review fees	85% of *Municipal Fee as established by ordinance
<b>Service Fee Schedule: Thereafter</b>	
Inspection Services	80% of *Municipal Fee as established by ordinance
Plan Review Services - excludes engineer review fees	80% of *Municipal Fee as established by ordinance
Inspection Services (permits issued prior to service start date)	\$74.00 per inspection
Structural Engineering Plan Review	\$150.00 per hour – one (1) hour minimum
Building Official Services	Included in percentage of fees above
Permit Technician Service	Included in percentage of fees above
After Hours/Emergency Inspection Services	\$100.00 per hour – two (2) hour minimum
Meeting and Non-Permitted Activity (by request only)	\$90.00 per hour – one (1) hour minimum
Time tracked will start when Contractor checks in at Municipality or first inspection site.	
* Municipality will adopt a fee schedule for building department services that is mutually agreed upon by Municipality and Contractor.	

## EXHIBIT C – MUNICIPAL SPECIFIED OR PROVIDED SOFTWARE

Contractor shall use Municipality's BS&A Building Department Module

EXHIBIT D  
AFFIDAVIT OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT  
Michigan Public Act No. 517 of 2012

The undersigned owner or authorized officer of the below-named Contractor (the "Contractor"), hereby certifies, represents and warrants that the Contractor, including its officers, directors and employees, is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event Contractor is awarded a contract as a result of the aforementioned RFP, the Contractor will not become an "Iran Linked Business" at any time during the course of performing any services under the contract.

The Act defines an Iran Linked Business as an individual or an entity, including all successors, parent companies, subsidiaries and companies under common control, engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, including providing of products used to construct or maintain oil or liquefied natural gas pipelines. The Contractor further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or 2 times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the City's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a Request for Proposal for three (3) years from the date the City determined that a false certification was submitted.

CONTRACTOR: SAFEbuilt Michigan, LLC

By: \_\_\_\_\_  
Thomas P. Wilkas, CFO

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

---

**Memo to:** Thad Taylor, City Manager

**From:** Molly Whetstone, City Assessor **MW**

**Re:** Change for 2019 Board of Review Dates

**Date:** April 24, 2019

---



Thad,

The Board of Review typically meets in July on Tuesday following the third Monday in July; and in December on the Tuesday following the second Monday in December. For 2019, this would be July 18 and December 12.

As a contractor, Great Lakes Assessing, Inc does assessing for multiple local units of government. It is essential that the assessor be present at the Board of Review to assist both the taxpayer and the board and ensure a smooth and uneventful process.

To accommodate the increasing number of local units that are choosing to contract out their assessing services, and to provide local units more flexibility, the legislature passed PA 122 of 2008 which allows for an alternate Board of Review date during the same week.

In order to ensure that I be in attendance at the Board of Reviews in July and December, it is necessary to reschedule their dates. The attached resolution would move the July Board of Review to Wednesday, July 17 and the December Board of Review to Wednesday, December 11.

The City will take steps to ensure this change is widely publicized.



**Board of Review Alternate Date for July and December**

**WHEREAS**, Section 53b of the General Property Tax Act, MCL 211.53b, requires a Board of Review that meets in July to meet on the Tuesday following the third Monday in July and requires a Board of Review that meets in December to meet on the Tuesday following the second Monday in December; and

**WHEREAS**, assessors who work for multiple townships are not always able to attend the Board of Review meeting for each City when they meet on the same day; and

**WHEREAS**, Public Act 122 of 2008, effective May 9, 2008, allows an alternate July Board of Review meeting date during the week of the third Monday in July; and an alternate December Board of Review meeting date during the week of the second Monday in December; and

**WHEREAS**, it will benefit the residents of The City of Manistee to have the assessor available to assist the Board of Review and taxpayers in processing tax appeals and poverty exemptions; now, therefore be it

**RESOLVED** that the Wednesday of the week following the third Monday of July, (July 17, 2019) for the July 2019 Board of Review; and the Wednesday of the week following the second Monday in December (December 11, 2019) for the December 2019 Board of Review be established by the City Council of the City of Manistee as the meeting dates for the 2019 Board of Review.

**FURTHER SAYETH NOT THIS RESOLUTION.**

---

Mayor Roger Zielinski

Date

---

Heather Pefley, Clerk

Date



## Administrative Services

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

---

**Memo to:** Thad Taylor, City Manager

**From:** Molly Whetstone, City Assessor **MW**

**Re:** Principal Residence Exemption July and December Board of Review

**Date:** April 24, 2019

---



Thad,

The Board of Review for December and July have in the past granted prior year Principal Residence Exemptions for up to the 3 previous years. The State of Michigan is now saying that the Board of Review cannot grant prior years on the strength of the Principal Residence Affidavit. I now have to have a request signed by the taxpayer. This will allow us to accept the signed request to grant the Principal Residence Exemption for prior years.



**July and December BOR to Accept Principal Residence Exemptions**

**WHEREAS,** Public Act 206 of 1893 the governing body of a local tax collecting unit may allow, by resolution, a qualified property owner to file a written request with the July or December Board of Review to claim a Principal Residence Exemption as determined by the date an affidavit claiming the exemption was filed under subsection 2(MCL 211.7cc).

**RESOLVED,** that pursuant to Public Act 206 of 1893 the City of Manistee, Manistee County, authorizes a qualified property owner to file a written request with the July or December Board of Review to claim a Principal Residence Exemption as determined by the date on an affidavit claiming the exemption.

**FURTHER SAYETH NOT THIS RESOLUTION.**

---

Mayor Roger Zielinski

Date

---

Heather Pefley, Clerk

Date



MEMO TO: Thad Taylor, City Manager  
 FROM: Jeffrey W. Mikula, Public Works Director  
 DATE: April 25, 2019  
 SUBJECT: The Pier Foundation 5K

*JWM*



A new group has formed to raise funds for Cancer research and public safety training in Manistee County. They have requested to hold a 5K race on Saturday August 10<sup>th</sup>. This is the same day as Grapes on the River and The Catamaran Racing weekend.

They are requesting Street closures along Fifth Ave., Monroe St. and one lane of Lakeshore to Fifth Ave. Beach for approximately one hour beginning at 8:30 pm. They would also like to utilize a portion of the Memorial Parking Lot following the event.

Barricades and Cones have been requested for the closure. The organizers have pledged to provide the appropriate insurance policy prior to the event.

There are no objections to this event and Public Works and on duty officers can fulfill the requested items.

### SPECIAL EVENT REQUEST

Please Print

<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 <u>submit a letter</u> with this form that details your Special Event.</b>		
Name of Event: <u>Run the Pier</u>		
Person(s)/Organization(s) making request: <u>James Beaudric</u>		
<input checked="" type="checkbox"/> Non Profit	<input type="checkbox"/> For Profit	<input type="checkbox"/> Free to Attend
Contact Person: <u>James Beaudric</u>	Phone Number: <u>231-398-7435</u>	
Address: <u>P.O. Box 341 Manistee MI 49660</u>	Email Address: <u>runthepier@gmail.com</u>	
Date(s) of Event: <u>August 10<sup>th</sup> 2019</u>	Time of Event: <u>8:30pm</u>	
<b>EVENT LOCATION</b>		
City Park(s): <u>N/A</u>		
Parking Lot(s): <u>Veterans Memorial Parking Lot</u>		
City Street(s) Closure: <u>West on Northbound 5<sup>th</sup> AVE. / North on Monroe / West on Northbound Lakeshore Dr.</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: _____		Date: _____
<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: _____

This Section Completed by the Event Organizer				OFFICE USE ONLY
Item	Unit Price		Quantity	Total Cost
Picnic Tables	\$4.00	Each	4	16.00
90 Gal Tote	\$12.00	Each		
Trash Can	\$5.00	Each	2	10.00
Garbage Bags (case)	\$62.00	Each		
Barricades, horses	\$4.00	Each	26	104.00
Traffic Cones	\$3.00	Each	16	48.00
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	x 2	77.28
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>				
<i>Apply Discount Rate</i> 0% 25% 50% 100%				X
<b>TOTAL</b>				\$ 255.28

JMM

Special Event Request



City Manager Thad Taylor

The Pier Foundation was formed in February of 2019 with the mission to provide a family friendly event in the City of Manistee. The goal was to work with area partners in holding a 5K race/walk that would start at Veterans Memorial Park. The race would take city streets west to the 5<sup>th</sup> avenue pier, around the lighthouse and then return to the park.

Proceeds from sponsorships and race entries would go towards yearly donations to the Stomp Out Cancer foundation and to establish a sustaining funds for public safety training in Manistee County.

We are asking the City of Manistee to grant permission to use the Veterans Memorial Park on Saturday August 10<sup>th</sup>. We would also request temporary closure of 5<sup>th</sup> Avenue at Washington Street, west to Monroe, north on Monroe and the westbound lane on Lakeshore Drive. The race will commence at 8:30 p.m. We wish to provide the experience of "running the pier" at sunset. The closure of the street will be 1 hour. After the race we will have light sundries and refreshments in the Memorial Park parking lot.

Thanks for your support of the Run The Pier 5K!

Respectfully

James Beaudrie

Quinc  
Monroe St

Hughes St

2nd Ave

Lincoln

3rd Ave

Taylor

4th Ave

5th Ave

6th Ave

Memor

Maniste

1st St

2nd St

Lighthouse Park





## Administrative Services

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

---

**Memo to:** Thad Taylor, City Manager  
**From:** Edward Bradford, CFO *EB*  
**Re:** USDA Rural Development Form 442-7  
**Date:** April 29, 2019

---



Thad,

One of the required items for the USDA Rural Development wastewater loans we are applying for is a financial report RD 442-7 Operating Budget and Projected Cash Flow.

This report projects system revenue, expenses and cash flow for the first full year of operation and the preceding four years. Rural Development requires that this report be approved by City Council and signed, attested and sealed.

I have prepared the report and submitted a draft to our representative Blake Smith. He has reviewed it and said it was acceptable. It now needs City Council approval.

Name City of Manistee		Address 70 Maple St.			Manistee
Applicant Fiscal Year From 07/01 To 6/30		County Manistee			State (Including ZIP Code) MI, 49660
	20 18	20 19	20 20	20 21	First Full Year
	(1)	(2)	(3)	(4)	(5)
<b>OPERATING INCOME</b>					
1. Charge for Services	\$2,955,467.00	\$2,845,489.00	\$2,929,170.00	\$3,016,975.00	\$3,107,231.00
2. Other Revenue	\$0.00	\$6,365.00	\$6,452.00	\$6,581.00	\$6,712.00
3.					
4.					
5. Miscellaneous					
6. Less: Allowances and Deductions	( )	( )	( )	( )	( )
7. Total Operating Income (Add Lines 1 through 6)	\$2,955,467.00	\$2,851,854.00	\$2,935,622.00	\$3,023,556.00	\$3,113,943.00
<b>OPERATING EXPENSES</b>					
8. Personnel	\$421,013.00	\$409,272.00	\$436,339.00	\$441,993.00	\$458,016.00
9. Administration	\$183,760.00	\$185,922.00	\$198,573.00	\$202,906.00	\$207,892.00
10. Supplies	\$83,916.00	\$67,650.00	\$67,950.00	\$69,750.00	\$71,950.00
11. Repairs & Maintenance	\$122,725.00	\$224,500.00	\$208,925.00	\$209,300.00	\$210,850.00
12. Utilities	\$363,789.00	\$155,350.00	\$157,750.00	\$159,350.00	\$160,950.00
13. Contracted Service	\$648,378.00	\$45,000.00	\$39,250.00	\$34,050.00	\$34,800.00
14. Other	\$133,560.00	\$227,261.00	\$245,321.00	\$243,910.00	\$248,806.00
15. Interest (RD)	\$0.00	\$0.00	\$243,766.54	\$296,747.79	\$470,042.00
16. Depreciation	\$1,125,880.00	\$1,150,000.00	\$1,200,000.00	\$1,250,000.00	\$1,300,000.00
17. Total Operating Expense (Add lines 8 through 16)	\$3,083,021.00	\$2,464,955.00	\$2,797,874.54	\$2,908,006.79	\$3,163,306.00
18. NET OPERATING INCOME (LOSS) (Line 7 less 17)	(\$127,554.00)	\$386,899.00	\$137,747.46	\$115,549.21	(\$49,363.00)
<b>NONOPERATING INCOME</b>					
19. Interest Income	\$22,909.00	\$26,800.00	\$16,750.00	\$13,400.00	\$13,400.00
20. Grants	\$440,815.00	\$0.00	\$0.00	\$0.00	\$0.00
21. Total Nonoperating Income (Add Lines 19 and 20)	\$463,724.00	\$26,800.00	\$16,750.00	\$13,400.00	\$13,400.00
22. NET INCOME (LOSS) (Add Lines 18 and 21) (Transfer to Line A Schedule 2)	\$336,170.00	\$413,699.00	\$154,497.46	\$128,949.21	(\$35,963.00)

Budget and Projected Cash Flow Approved by Governing Body

Attest: \_\_\_\_\_  
Secretary Date

\_\_\_\_\_  
Appropriate Official Date

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0575-0015. The time required to complete this information collection is estimated to average 5 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

**PROJECTED CASH FLOW**

	20 18	20 19	20 20	20 21	First Full Year
A. Line 22 from Schedule 1 Income ( <i>Loss</i> )	\$336,170	\$413,699	\$154,497	\$128,949	(\$35,963)
<i>Add</i>					
B. Items in Operations not Requiring Cash:					
1. Depreciation ( <i>Line 16, Schedule 1</i> )	\$1,125,880	\$1,150,000	\$1,200,000	\$1,250,000	\$1,300,000
2. Others: _____	\$0	\$0	\$0	\$0	\$0
C. Cash Provided from:					
1. Proceeds from RD loan/grant	\$0	\$0	\$8,632,000	\$10,768,000	\$0
2. Proceeds from others	\$0	\$0	\$0	\$0	\$0
3. Increase ( <i>Decrease</i> ) in Accounts Payable, Accruals and other Current Liabilities	\$0	\$0	\$0	\$0	\$0
4. Decrease ( <i>Increase</i> ) in Accounts Receivable, inventories and Other Current Assets ( <i>Exclude Cash</i> )	\$0	\$0	\$0	\$0	\$0
5. Other: <u>Bond Proceeds</u>	\$3,475,000				
6. _____					
D. Total all A, B and C Items	\$4,937,050	\$1,563,699	\$9,986,497	\$12,146,949	\$1,264,037
E. <i>Less</i> : Cash Expended for:					
1. All Construction, Equipment and New Capital Items ( <i>Loan and grant funds</i> )	\$0	\$0	\$8,372,000	\$10,768,000	\$0
2. Replacement and Additions to Existing Property, Plant and Equipment	\$763,339	\$1,198,500	\$62,500	\$0	\$200,000
3. Principal Payment RD Loan	\$0	\$0	\$118,659	\$289,579	\$296,902
4. Principal Payment Other Loans	\$3,212,053	\$1,170,259	\$1,381,669	\$723,079	\$605,250
5. Other: <u>Interest Payment Other Loans</u>	\$329,294	\$359,269	\$387,612	\$312,074	\$294,177
6. Total E 1 through 5	\$4,304,686	\$2,728,028	\$10,322,440	\$12,092,732	\$1,396,329
<i>Add</i>					
F. Beginning Cash Balances	\$1,826,032	\$2,458,666	\$1,294,337	\$958,394	\$1,012,611
G. Ending Cash Balances ( <i>Total of D minus E 6 plus F</i> )	\$2,458,396	\$1,294,337	\$958,394	\$1,012,611	\$880,319
Item G Cash Balances Composed of:					
Construction Account	\$1,322,311	\$0	\$0	\$0	\$0
Revenue Account	\$595,933	\$806,337	\$428,027	\$465,044	\$315,552
Debt Payment Account					
O&M Account					
Reserve Account			\$17,200	\$34,400	\$51,600
Funded Depreciation Account					
Others: <u>Revenue Bonds - Bond Debt Reserve</u>	\$540,422	\$488,000	\$451,000	\$451,000	\$451,000
<u>Repair, Replacement &amp; Improvement Reserve</u>			\$62,167	\$62,167	\$62,167
Total - Agrees with Item G	\$2,458,666	\$1,294,337	\$958,394	\$1,012,611	\$880,319

MEMO TO: Mayor Roger Zielinski  
Members of City Council

FROM: Thad N. Taylor, City Manager 

DATE: April 30, 2019

SUBJECT: Consumers Energy Environmental Remediation



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

Consumers Energy is currently doing environmental remediation work on property along the river channel. Most of the property is owned by Consumers Energy. However, they are performing some of the work on property owned by the City. On October 17, 2017 the City granted Consumers Energy a license to work on City property.

Consumer's Energy is requesting a second License for Environmental Testing and Remedial Activities to perform work on an additional City parcel. The parcel in question is directly west of, and adjacent to, the property where Consumers Energy is currently performing remediation work and behind the American Legion Post on Mason Street.

The additional license is necessary as the shoreline stabilization work required on the original parcel will extend to this City parcel. Anticipated work on this parcel is to place rip-rap on the eastern end of the property along the river channel and it will be permanent. In addition to the permanent work, Consumers Energy will use temporary controls such as sheet pile, fencing and erosion controls.

The proposed License for Environmental Testing and Remedial Activities would become effective on the date approved by City Council and expire on December 31, 2021. It is my recommendation that City Council approve Consumers Energy's license request.

TNT:cl

**LICENSE FOR ENVIRONMENTAL TESTING AND REMEDIAL ACTIVITIES**

City of Manistee

(Full Name)

Mason Street

(Address)

Manistee

(City)

Michigan 49660

(Zip)

(hereafter "Grantor") hereby grants to CONSUMERS ENERGY COMPANY, a Michigan corporation, One Energy Plaza, Jackson, MI 49201, and its agents, employees, and contractors, the license and permit to enter and use certain land in the City of Manistee, County of Manistee, and State of Michigan described as follows:

Tax Record Number: 51-474-702-02

Tax Roll Description: M.S. TYSONS NEW ADDITION, THAT PART FORMERLY KNOWN AS THAT PART OF RES. OF FILER & SMITHS ADDITION DESC AS COM AT NE COR OF LOT 6 OF SD PLAT FOR POB, TH N TO S LI OF RIVER, TH NE ALG S LI OF RIVER TO INTER OF E LI OF LOT 4 EXTENDED TO RIVER, TH S TO NE COR LOT 4, TH SWLY TO POB. BEING A PT OF 'SLAB DOCK' IN SAID M.S. TYSON & CO'S NEW ADDITION

(see attached Figure1 with approximate property highlighted)

The Grantor allows Consumers Energy access for the purpose of conducting investigations of the environmental condition of the above designated land and implementation of remedial activities Consumers Energy deems appropriate. Grantor is the owner (tenant) of the land.

Consumers Energy shall pay the entire cost of all activities performed by it or its agent, employees, and contractors pursuant to this License, and shall, upon completing its activities return the surface of the land to a condition that is agreed upon by Consumers Energy and the Grantor. Consumers Energy will indemnify and hold Grantor harmless from any damages, loss, injury, or cost caused by the negligent acts or omissions of Consumers Energy, its employees, agents, or contractors in connection with work undertaken on the land under authority of this license.

Neither this License nor the activities conducted by Consumers Energy at its expense pursuant to this License will be construed as an admission by Consumers Energy that it is or may be responsible for the presence of any contamination on said land or the cost of the remediation of any such contamination or that it is responsible for taking or paying for any other or further remediation or remedial action with respect thereto.

The expiration date of said License is December 31, 2021 unless terminated earlier by either party. Termination shall be effective upon receipt of written notice of termination. All other terms and conditions of said License shall remain in effect.

Manistee License 2019 (City)

**CONSUMERS ENERGY COMPANY**

**City of Manistee**  
(Name of Grantor)

By: Andrew D. Santini

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

Title: Senior Engineer II

Title: Mayor

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

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

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

Title: City Clerk

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

Manistee License 2019 (City)

Figure 1 – Property Map



Map credit: <http://maps.liaa.org/manistee-parcels/propertysearch.asp>

Manistee License 2019 (City)



**Memorandum**

---

To: Thad Taylor

From: George Saylor

Date: 4/25/2019

Subject: Marihuana Establishment Ordinance Fees

---

Thad:

I have had a chance to gather the supporting information from various City Departments, as was previously supplied in connection with Medical Marihuana Permit Applications that describes the services that will be required in evaluating an Application for a Marihuana Establishment License and the ongoing oversight of Licenses that may be granted. This Memorandum is intended to provide a partial description of the city services that will be required. The result of staff review of the services that will be performed and the financial burden placed on the City is that the City services relating to the Application (including Renewal Applications) and ongoing oversight for Licenses granted, justifies a fee for each application of \$5,000.

A partial list of the services that are anticipated includes:

**Planning and Zoning Department:**

- Meeting with Developers;
- Developing/Maintaining Application Forms for City;
- Posting related information on Web Page;
- Review application submitted to City Clerk;
- Zoning Compliance Inspections.

**Special Use License Requests**

- Reviewing/Processing Application Forms;
- Preparing Resolutions/Agendas;
- Attending Planning Commission Meeting;
- Preparing/Processing Special Use Permits;

- Cost for advertisement/affidavit
- Mailing to property owners within 300 feet
- Recording Secretary Costs
- Attendance at meetings
- Preparation of Minutes

**City Clerk:**

- Receipt/Review of application and attachments;
- Distribution of application/attachments to necessary departments for review and approval including Planning & Zoning, Fire, Police, DPW, Finance
- Business Plan review;
- Review with City Manager, City Attorney;
- Follow up with departments as needed;
- Filing/ scanning of all documents in compliance with records retention policy;
- Recording of documents if needed;
- Documentation of inspections / follow up as needed.

**Application Process:**

- Meetings with Applicant;
- Requests for additional information;
- Meetings with City Manager, Zoning and Planning, Public Safety and City Attorney to review Application;
- Verification of information on Application;
- Issuance/Denial of License;
- Management of Appeals;
- Communication to Council.

**Post-granting of License:**

- Clerk's Office monitoring of Licensee's compliance with Ordinance;
- Coordination with City Staff re: ongoing monitoring of License compliance;
- Potential enforcement action against Licensee re: noncompliance;
- Audit of Business Plan compliance;
- Review of renewal applications/verification of continued state licensure.

**Fire Department**

- These establishments further bring to light our need to provide employees with adequate Hazardous Materials refresher courses. The State of Michigan requires this;
- Qualify personnel for Hazardous Materials Technician level, which could be very valuable to the City, especially with the presence of a railway in this jurisdiction, along with the chemicals associated with these grow houses;

- There may be associated costs of maintaining this higher level of training;
- In keeping with the Haz-Mat theme, there is some additional equipment, like: suits, decontamination, dikes, dams, tools, storage etc. that may be considered;
- More paperwork and administration costs in keeping compliant with SARA Title III and Community Right to Know requirements;
- Associated costs of training for things like BHO etc. that are germane to these types of operations;
- Fire Department Inspection verifying compliance with Recreational Marihuana Establishment Ordinance;
- There are costs associated with retaining these licenses and certifications;
- Periodic site walk through/inspection.

### **Police Department**

- Training as listed above for Hazmat response and BHO operations;
- Initial assessment of the permit application and annual renewal;
- On site-inspections;
- Transport company inspections;
- Costs associated with possible linking of video networks;
- Annual refresher training on the 4<sup>th</sup> amendment and recreational marihuana law;
- Verification of information supplied in connection with License Application;
- Added patrol/inspection of permit sites.

### **City Attorney**

- Meet with City Staff re: License Application;
- Ordinance Enforcement;
- Verification of compliance with Marihuana Establishment Ordinance.

### **City Manager**

- Meeting with City Clerk re: Application;
- Review of Business Plan;
- Meeting with Applicants and scheduling for Council consideration;
- Review of Appeals of denial of License;
- Meetings with developers, telephone calls, emails, etc.;
- Communications with Department Directors/City Council;
- General oversight post application.

**CITY OF MANISTEE COUNCIL  
MANISTEE, MICHIGAN**

At a regular meeting of the Manistee City Council held in the City Council Chambers, 70 Maple Street, Manistee, Michigan, on \_\_\_\_\_, 2019, Councilmember\_\_\_\_\_. Supported by Councilmember\_\_\_\_\_, moved the adoption of the following resolution.

**RESOLUTION NO. 19-11**

**RESOLUTION ESTABLISHING APPLICATION  
AND ANNUAL LICENSE FEES FOR MICHIGAN RECREATIONAL MARIHUANA  
ESTABLISHMENTS IN THE CITY OF MANISTEE**

**WHEREAS**, the City of Manistee Council has reviewed information from the City Manager’s office, Planning and Zoning Department, City Clerk, City Police Department, City Fire Department and City Attorney’s office, relative to the anticipated City services in connection with applications for recreational marihuana establishment licenses and, for licenses granted, the ongoing City oversight required of licensees;

**WHEREAS**, the City Council considered the information supplied and has determined what would be an appropriate fee for the application for marijuana establishment license and the annual charge for licenses granted such that the City is able recover its costs in connection with Recreational Marihuana Establishment Licenses.

**NOW, THEREFORE**, it is hereby resolved as follows:

1. That the application fee for a Recreational Marihuana Establishment License in the City of Manistee shall be Five Thousand (\$5,000.00) Dollars;
2. That if the application for Recreational Marihuana Establishment License is granted, the application fee paid shall be considered the 1<sup>st</sup> annual license fee for the license granted; and
3. That the annual renewal fee for a Recreational Marihuana Establishment License shall be Five Thousand (\$5,000.00) Dollars.

YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

ABSTAIN: \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED.**

**CERTIFICATION**

I certify that this is a true and complete copy of a resolution adopted by the City of Manistee Council, Manistee County, Michigan, at a regular meeting held on \_\_\_\_\_, 2019.

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

**Mika Meyers** PLC



## Memorandum

---

To: Thad Taylor

From: George Saylor

Date: 4/29/2019

Subject: Recreational Marihuana Ordinance

---

Ordinance 19-14 Recreational Marihuana is being submitted to Council for its consideration. Previously, Council approved an "opt-out" ordinance for Recreational Marihuana, with a sunset provision. The intention was to give City Staff time to draft an Ordinance regulating Recreational Marihuana Establishments. While the Ordinance that has been drafted is submitted prior to the Michigan Department of Licensing and Regulatory Affairs final regulations, Ordinance 19-14 addresses the anticipated requirements at the state level and also addresses matters that are of concern to the City.

Along with the police power ordinance (Ordinance 19-14), Rob Carson is working on changes to the zoning ordinance, which is being addressed first at the Planning Commission level and will subsequently come to Council.

**ORDINANCE 19-14**

**AN ORDINANCE TO AMEND CHAPTER 867 OF THE CITY OF MANISTEE CODE OF ORDINANCES BY DEFINING CERTAIN WORDS AND PHRASES; TO AUTHORIZE CERTAIN MARIHUANA ESTABLISHMENTS WITHIN THE BOUNDARIES OF THE CITY OF MANISTEE PURSUANT TO INITIATED LAW 1 OF 2018, MCL 333.27951 *ET SEQ.*; TO PROVIDE PENALTIES FOR VIOLATION OF THIS ORDINANCE; TO PROVIDE FOR SEVERABILITY; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND TO PROVIDE AN EFFECTIVE DATE.**

**THE CITY OF MANISTEE ORDAINS:**

**Section 1. Code Amendment**

Chapter 867 – Recreational Marihuana of the City of Manistee Codified Ordinances is hereby added to read in its entirety as follows:

**Chapter 867  
Recreational Marihuana**

<b>867.01</b>	<b>Definitions</b>	<b>867.09</b>	<b>Minimum Operational Standards for Marihuana Microbusiness Establishments</b>
<b>867.02</b>	<b>Authorization of Marihuana Establishments and Fee</b>	<b>867.10</b>	<b>Minimum Operational Standards for Marihuana Retailers</b>
<b>867.03</b>	<b>Requirements and Procedure for Issuing Municipal License</b>	<b>867.11</b>	<b>Location of Grower Establishment, Safety Compliance Establishment, Processor Establishment, and Secure Transport Establishment</b>
<b>867.04</b>	<b>Minimum Operational Standards for All Marihuana Establishments within the City of Manistee</b>	<b>867.12</b>	<b>Denial and Revocation</b>
<b>867.05</b>	<b>Minimum Operational Standards for Marihuana Grower Establishments</b>	<b>867.13</b>	<b>License Renewal</b>
<b>867.06</b>	<b>Minimum Operational Standards for Safety Compliance Establishments</b>	<b>867.14</b>	<b>Unlawful Activities</b>

02525823 1

<b>867.07</b>	<b>Minimum Operational Standards for Marihuana Processor Establishments</b>	<b>867.15</b>	<b>Applicability</b>
<b>867.08</b>	<b>Minimum Operational Standards for Secure Transporter Establishments</b>	<b>867.16</b>	<b>Penalties and Enforcement</b>
		<b>867.17</b>	<b>Severability</b>

<b>CROSS REFERENCES</b>	
<b>Michigan Regulation and Taxation of Marihuana Act, MCL 333.27951 et seq.</b>	
<b>Medical Marihuana Facilities - Chapter 866</b>	
<b>Penalty, Municipal Civil Infractions – Chapter 203</b>	

**867.01 DEFINITIONS**

- A. Words and phrases used herein shall have the definitions as provided for in Initiated Law 1 of 2018, MCL 333.27953 (hereafter, the “Act”) as the same may be amended from time to time, which words and phrases are incorporated herein by reference.
- B. “City Council” shall mean the City of Manistee Council.
- C. “City Clerk” shall mean the City of Manistee Clerk.
- D. “LARA” shall mean the Michigan Department of Licensing and Regulatory Affairs.
- E. “Person” shall mean an individual, corporation, limited liability company, partnership of any type, trust or other legal entity.
- F. “Stakeholder” shall mean and shareholder of a corporation, partner in a partnership, member of a limited liability company or individual of a sole proprietorship.
- G. “Zoning Ordinance” shall mean the City of Manistee Zoning Ordinance.

**867.02. AUTHORIZATION OF MARIHUANA ESTABLISHMENTS AND FEE**

- A. The City hereby authorizes, subject to the issuance of a municipal license by the City Clerk, the following marihuana establishments within the boundaries of the City, as are authorized pursuant to section 6.1. of the Act. The establishments authorized pursuant to this Chapter are relating to the Act and are not Marihuana Facilities that may be authorized pursuant to the Medical Marihuana Facilities Licensing Act, MCL 333.27101 et seq. and Chapter 866 of the City of Manistee Codified Ordinances.

- B. The marihuana establishments and the number authorized pursuant to this Ordinance are:

<u>Type of Establishment</u>	<u>Number Authorized</u>
Marihuana Grower	12
Marihuana Processor	12
Marihuana Microbusiness	3
Marihuana Retailer	3
Marihuana Safety Compliance Establishment	2
Marihuana Secure Transporter	2

- C. A nonrefundable municipal license application fee shall be paid by each marihuana establishment applying to be licensed under this ordinance in the amount of \$5,000.00. The municipal license fee is in addition to any other fees required, including, but not limited to, zoning fees.
- D. Should the City grant a marihuana establishment a municipal license, the municipal license application fee shall be considered as the fee imposed for the first year the license is granted. Prior to the expiration of the first year of the license, and as provided in this Ordinance in Section 866.12, the licensee may apply for an extension/renewal of the municipal license for an additional one year period at a nonrefundable fee of not more than \$5,000 as set by resolution of the City Council to defray the administrative and enforcement costs of the City associated with the operation of the licensed marihuana establishment.

### **867.03 REQUIREMENTS AND PROCEDURE FOR ISSUING MUNICIPAL LICENSE**

- A. No person shall operate a marihuana establishment in the City without a valid municipal license issued by the City pursuant to the provisions of this ordinance.
- B. No person shall be issued a municipal license by the City without first having obtained from the City of Manistee Planning Commission a Special Use Permit authorizing the operation of the establishment pursuant to the City of Manistee Zoning Ordinance.
- C. No person who is employed by the City, acts as a consultant for the City or acts as an advisor to the City, and is involved in the implementation, administration or enforcement of this Ordinance shall have an interest, directly or indirectly, in a Marihuana Establishment.

- D. Every applicant for a municipal license to operate a marihuana establishment shall file an application in the City Clerk's office upon a form provided by the City. The application shall include:
1. The appropriate nonrefundable municipal license application fee in the amount determined by the City;
  2. If the applicant is an individual, the applicant's name; date of birth; Social Security number; physical address, including residential and any business address; copy of government-issued photo identification; email address; one or more phone numbers, including emergency contact information;
  3. If the applicant is not an individual, the names; dates of birth; physical addresses, including residential and any business address; copy of government-issued photo identifications; email address; and one or more phone numbers of each Stakeholder of the applicant, including designation of the highest ranking representative as an emergency contact person; contact information for the emergency contact person; articles of incorporation or organization; assumed name registration; Internal Revenue Service EIN confirmation letter; copy of the operating agreement of the applicant, if a limited liability company; copy of the partnership agreement, if a partnership; names and addresses of the beneficiaries, if a trust, or a copy of the bylaws or shareholder agreement, if a corporation;
  4. The name and address of the proposed marihuana establishment;
  5. A copy of the Special Use Permit issued by the City of Manistee Planning Commission;
  6. A location area map of the marihuana establishment and surrounding area that identifies the relative locations and the distances (closest property line to the subject marihuana establishment's building) to the closest real property comprising a public or private elementary, vocational or secondary school;
  7. A signed acknowledgment that the applicant is aware and understands that all matters related to marihuana growing, cultivation, possession, testing, safety compliance and transporting, are currently subject to state and federal laws, rules and regulations, and that the approval or granting of a license hereunder does not exonerate or exculpate the applicant from abiding by the provisions and requirements and penalties associated with those laws, rules, and regulations, or exposure to any penalties associated therewith; and further, the applicant waives and forever releases any claim, demand, action, legal redress, or recourse against the City, its elected and appointed officials, and its employees and agents for any claims, damages, liabilities, causes of action, damages, or attorney fees that the applicant may incur as a result of the violation by the applicant, its Stakeholders and agents of those laws, rules, and regulations; and

8. Any other information which may be required by the City Clerk.
- E. Upon an applicant's completion of the above-described form and furnishing of all required information and documentation, the City Clerk shall file the same and assign it a sequential application number by establishment type based on the date and time of acceptance. The City Clerk shall act to approve or deny an application not later than twenty-one (21) days from the date the completed application is filed. If approved, the City Clerk shall issue the applicant a provisional License and subsequently a final license after issuance by the state of Michigan of an operating license. If the application is denied, the City Clerk shall issue a written notice of denial to the Applicant and mail the same by first class mail to the address for the Applicant provided in the application.
- F. Should the City Clerk deny an application, the Applicant shall have fourteen (14) days from the mailing of the denial to appeal the denial to the City Manager by filing a notice of appeal with the City Manager's Office. The City Manager may require additional information or Act upon the appeal based upon the information supplied to the City Clerk. Should the City Manager reverse the decision of the City Clerk, the City Clerk shall issue a provisional license. Should the City Manager affirm the decision of the City Clerk, the City Manager shall mail a written notice affirming the decision by first class mail to the address for the Applicant provided in the application.
- G. The Applicant shall have fourteen (14) days from the mailing of a decision by the City Manager affirming the decision of the City Clerk to appeal to the City Council. To appeal the decision of the City Manager the Applicant must file a notice of appeal with the City Clerk. City Council shall hear the appeal at its next regular meeting, but not sooner than 7 days from the receipt of the appeal.
- H. Maintaining a valid license issued by the state is a condition for the maintenance of a license under this ordinance and continued operation of a marijuana establishment. A provisional license does not authorize operations until a final license is issued, which will only occur upon issuance of the appropriate license by the state of Michigan and the issuance of a Certificate of Occupancy.
- I. A License issued under this ordinance is not transferable without the prior approval of the City under the same terms and conditions required for the initial issuance of a license under this Ordinance.
- J. The Act in Section 9. 4. (MCL 333.27959 4.) requires that the City establish a competitive process to select applicants who are best suited to operate in compliance with the Act and this Ordinance, when more than one applicant has applied for a single available license. Pursuant to this requirement the City requires that applicants:

1. An estimate of the number and type of jobs that the marihuana establishment is expected to create and the amount and type of compensation expected to be paid for such jobs;
2. A business plan which contains, but is not limited to, the following:
  - i. The applicant's experience in operating other similarly permitted or licensed businesses and the applicant's general business management experience;
  - ii. The proposed ownership structure of the establishment, including percentage ownership of each person or entity;
  - iii. A current organizational chart that includes position descriptions and the names of each person holding each position;
  - iv. Planned tangible capital investment in the City, including if multiple permits are proposed, an explanation of the economic benefits to the City and job creation, if any, to be achieved through the award of such multiple permits, with supporting factual data;
  - v. Expected job creation from the proposed marihuana establishment(s);
  - vi. If a Marihuana Grower Establishment is proposed, the number of plants anticipated
  - vii. Financial structure and financing of the proposed marihuana establishment(s); and;
  - viii. Community outreach/education plans and strategies.
3. A written description of the training and education that the Applicant will provide to all employees, including planned continuing education for existing employees. Further, a written description of the method(s) for record retention of all training provided to existing and former employees;
4. A location area map of the marihuana facility and surrounding area that identifies the relative locations and the distances (closest property line to the subject marihuana facility's building) to the closest real property comprising a public or private elementary, vocational or secondary school; and church or religious institution, if recognized as a tax-exempt entity by the City Assessor's Office; and
5. A facility sanitation plan to protect against any marihuana being ingested by any person or animal, indicating how the waste will be stored and disposed of, and

how any marihuana will be rendered unusable upon disposal. Disposal by on-site burning or introduction into the sewerage system is prohibited.

#### **867.04 MINIMUM OPERATIONAL STANDARDS FOR ALL MARIHUANA ESTABLISHMENTS WITHIN THE CITY OF MANISTEE**

The following minimum standards shall apply to all Marihuana Establishments within the City:

- A. Marihuana Establishments shall comply at all times and in all circumstances with the Act, and applicable Michigan law, and the general rules of the Department of Licensing and Regulatory Affairs, as they may be amended from time to time. It is the responsibility of the owner to be aware of changes in the Act. The City bears no responsibility for failure of the owner to be unaware of changes in the Act;
- B. Consumption and/or use of marihuana shall be prohibited at the establishment;
- C. The establishment shall be open, during regular business hours, to any representative of LARA, state police officer, or City of Manistee Police Officer, and said individual(s) may enter the premises, offices, Establishments, or other places of business of a Licensee, for the following purposes:
  - 1. To inspect and examine all premises of Marihuana Establishments;
  - 2. To inspect, examine, and audit relevant records of the Licensee and, if the Licensee or any employee fails to cooperate with an investigation, impound, seize, assume physical control of, or summarily remove from the premises all books, ledgers, documents, writings, photocopies, correspondence, records, and videotapes, including electronically stored records, money receptacles, or equipment in which the records are stored; and
  - 3. To investigate alleged violations of the Act, this ordinance and applicable Michigan law.
- D. The marihuana establishment shall be continuously monitored with a surveillance system that includes security cameras. The video recordings shall be maintained in a secure, off- site location for a period of fourteen (14) days and be available upon request of the City of Manistee Police Department. The storage establishment shall not be used for any other commercial purpose.
- E. The marihuana establishment shall secure every entrance to the establishment and only permit those individuals described in this Ordinance or the Act access to the premises.

- F. The marihuana establishment shall be maintained and operated so as to comply with all state and local rules, regulations and ordinances. All Marihuana Establishments shall comply with applicable requirements of the Zoning Ordinance, including obtaining and maintaining a Special Use License.
- G. All marihuana shall be contained within an enclosed, secure area;
- H. All necessary building, electrical, plumbing and mechanical permits shall be obtained for any portion of the structure in which electrical wiring, lighting and/or watering devices that support the Grower, growing or harvesting of marihuana are located;
- I. All persons working in direct contact with marihuana shall conform to acceptable hygienic practices while on duty, including, but not limited to:
  - 1. Maintaining adequate personal cleanliness;
  - 2. Washing hands thoroughly in adequate hand-washing areas before starting work and at any other time when their hands may have become soiled or contaminated; and
  - 3. Refraining from having direct contact with marihuana if the person has or may have an illness, open lesion, including boils, sores or infected wounds, or any other abnormal source of microbial contamination, until the condition is corrected.
- J. Litter and waste shall be properly removed and the operating systems for waste disposal shall be maintained in an adequate manner so that they do not constitute a source of contamination.
- K. Floors, walls and ceilings shall be constructed in such a manner that they may be adequately cleaned and kept clean and in good repair;
- L. There shall be adequate screening or other protection against the entry of pests. Rubbish shall be disposed of so as to minimize the development of odor and minimize the potential for the waste development of odor and minimize the potential for waste becoming an attractant, harborage or breeding place for pests;
- M. All building fixtures and other Establishments shall be maintained in a sanitary condition;
- N. Odor from operations shall be controlled as provided in the Zoning Ordinance and as may be required under the Special Use License issued to the Licensee.

**867.05 MINIMUM OPERATIONAL STANDARDS FOR MARIHUANA GROWER ESTABLISHMENTS**

The following minimum standards for Grower Establishments shall apply:

- A. Grower Establishments shall maintain a log book and/or database indicating the number of Marihuana Plants therein;
- B. A Stakeholder in a Grower Establishment shall not holder an ownership interest, directly or indirectly, in more than five (5) Marihuana Grower Establishments.
- C. The establishment shall be subject to inspection by the City of Manistee Fire Department to insure compliance with all applicable statutes, codes and ordinances; and
- D. Multiple Grower Establishment Licenses in a single location shall be permitted, subject to approval of the same by the City Clerk.

**867.06 MINIMUM OPERATIONAL STANDARDS FOR SAFETY COMPLIANCE ESTABLISHMENTS**

The following minimum standards for Safety Compliance Establishments shall apply:

- A. Safety Compliance Establishments shall maintain a log book and/or database which complies with the Act or applicable Michigan law; and
- B. There shall be no other accessory uses permitted within the same establishment other than those associated with testing marihuana.
- C. A Stakeholder in a Safety Compliance Establishment shall not hold an ownership interest, directly or indirectly, in a Grower, Processor, Retailer or Microbusiness Establishment.

**867.07 MINIMUM OPERATIONAL STANDARDS OF MARIHUANA PROCESSOR ESTABLISHMENTS**

The following minimum standards for Processor Establishments shall apply:

- A. All Activity related to the Processor Establishment shall occur indoors;
- B. Processor Establishments shall maintain a log book and/or database which complies with the Act or other applicable state laws;
- C. All marihuana shall be tagged as required by the Act or applicable state laws;

- D. That structure shall be subject to inspection at any time by the City of Manistee Fire Department to insure compliance with all applicable statutes, codes and ordinances; and
- E. Processor Establishments shall produce no products other than useable marihuana intended for human consumption.

**867.08 MINIMUM OPERATIONAL STANDARDS FOR SECURE TRANSPORTER ESTABLISHMENTS**

The following minimum standards for Secure Transporter Establishments shall apply:

- A. Secure Transporters and each Secure Transporter Stakeholder shall not hold an ownership interest, directly or indirectly, in a Grower, Processor, Retailer or Microbusiness Establishment.
- B. A Secure Transporter shall enter all transactions, current inventory, and other information as required by the state into the statewide monitoring system.
- C. A Secure Transporter shall comply with all of the following:
  - 1. Each driver transporting marihuana shall have a chauffeur's license issued by the state.
  - 2. Each employee who has custody of marihuana or money that is related to a marihuana transaction shall not have been convicted of delivery of a controlled substance.
  - 3. Each vehicle shall be operated with a two-person crew with at least one individual remaining with the vehicle at all times during the transportation of marihuana.
  - 4. The marihuana shall be transported by one or more sealed containers and shall not be accessible while in transit.
  - 5. A secure transporting vehicle shall not bear markings or other indication that it is carrying marihuana or a marihuana infused product.
- D. A vehicle used by a Secure Transporter is subject to administrative inspection by a law enforcement officer at any point during the transportation of marihuana to determine compliance with all state and local laws, rules, regulations and ordinances.

**867.09 MINIMUM OPERATIONAL STANDARDS FOR MARIHUANA MICROBUSINESS ESTABLISHMENTS**

The following minimum standards for Marihuana Microbusiness Establishments shall apply:

- A. A Stakeholder in a Microbusiness Establishment shall not hold an ownership interest, directly or indirectly, in a Grower, Processor, Retailer, Safety Compliance, or Secure Transporter Establishment.
- B. A Stakeholder in a Microbusiness Establishment shall not hold an ownership interest, directly or indirectly, in another Microbusiness Establishment.

**867.10 MINIMUM OPERATIONAL STANDARDS FOR MARIHUANA RETAILERS**

The following minimum standards for Marihuana Retailers shall apply:

- A. Marihuana Retailers shall not sell edible marihuana-infused candy in shapes or packages that are attractive to children or that are easily confused with commercially sold candy that does not contain marihuana.
- B. Marihuana Retailers shall not sell or otherwise transfer marihuana that is not contained in an opaque, resealable, child-resistant package designed to be significantly difficult for children under 5 years of age to open and not difficult for normal adults to use properly as defined by 16 C.F.R. 1700.20 (1995), unless the marihuana is transferred for consumption on the premises where sold.
- C. Marihuana Retailers and their agents shall ensure that all purchasers of marihuana are over 21 years of age.

**867.11 LOCATION OF GROWER ESTABLISHMENT, SAFETY COMPLIANCE ESTABLISHMENT, PROCESSOR ESTABLISHMENT, AND SECURE TRANSPORTER ESTABLISHMENT**

- A. All Grower Establishments, Safety Compliance Establishments, Processor Establishments, Microbusiness Establishments and Secure Transporter Establishments shall only operate and be located within the permitted areas as provided for in the Zoning Ordinance.
- B. Multiple Establishment Licenses at a single location shall be permitted subject to the review and approval by the City Clerk and subject to the requirements of the state of Michigan.

## 867.12 DENIAL AND REVOCATION

- A. A License issued under this Ordinance may be revoked after an administrative hearing at which the City Clerk determines that grounds for revocation under this Ordinance exist. Notice of the time and place of the hearing and the grounds for revocation must be given to the holder of a License at least five days prior to the date of the hearing, by first class mail to the address given on the license application; a licensee whose license is the subject of such hearing may present evidence and/or call witnesses at the hearing;
- B. A License applied for or issued under this Ordinance may be denied or revoked on any of the following basis:
1. Any violation of this Ordinance;
  2. Any conviction of delivery of a controlled substance to a minor;
  3. City Clerk finding of fraud, misrepresentation or the making of a false statement by the Applicant or any stakeholder of the Applicant while engaging in any Activity for which this Ordinance requires a License or in connection with the Application for a License or request to renew a License;
  4. Sufficient evidence that the Licensee lacks, or has failed to demonstrate, the requisite professionalism and/or business experience required to assure strict adherence to this ordinance, and the rules and regulations governing the Act;
  5. The License holder or any of its Stakeholders is in default to the City personally or in connection with any business in which they hold an ownership interest, for failure to pay property taxes, special assessments, fines, fees or other financial obligation;
  6. The marihuana establishment is determined by the City to have become a public nuisance; or
  7. LARA has denied, revoked or suspended the applicant's state operating license.
- C. Should the City Clerk revoke a License, the Licensee shall have fourteen (14) days from the mailing of the written notice of revocation to appeal the decision to the City Manager. The City Manager may require additional information or Act upon the appeal based upon the information supplied to the City Clerk. Should the City Manager reverse the decision of the City Clerk, the City Clerk shall reinstate the license. Should the City Manager affirm the decision of the City Clerk, he/she shall mail by first class mail a written notice affirming the decision to the address for the Licensee contained in the City Clerk's records.

- D. Should the City Manager affirm the denial, revocation or suspension of a License by the City Clerk, the Licensee shall have fourteen (14) days from the mailing of the decision of the City Manager to appeal the decision to City Council, by filing with the City Clerk a written notice of appeal. City Council shall hear the appeal at its next regularly scheduled meeting, but no sooner than 7 days from the receipt of the appeal.

#### **867.13 LICENSE RENEWAL**

- A. A License shall be valid for one year from the date of issuance, unless revoked as provided by law, including this Ordinance.
- B. A valid License may be renewed on an annual basis by submitting a renewal application upon a form provided by the City and payment of the annual license fee. Applications to renew a License shall be filed with the City Clerk at least thirty (30) days prior to the date of its expiration. As long as no changes to the Licensee have occurred and there is no pending request to revoke or suspend a License, and the Licensee has paid the License Renewal Fee, the City Clerk shall renew the License.

#### **867.14 UNLAWFUL ACTIVITIES**

Any act which is a violation of MCL 333.27954, or any amendment thereto, shall also be considered a violation of this Ordinance. It shall be unlawful to consume marihuana in a public place in the city of Manistee, except in a location designated by the act of the City Council for consumption and only when not accessible to persons under 21 years of age.

#### **867.15 APPLICABILITY**

The provisions of this Ordinance shall be applicable to all persons and Establishments described herein, including if the operations or Activities associated with a marihuana establishment were established without authorization before the effective date of this ordinance.

#### **867.16 PENALTIES AND ENFORCEMENT**

- A. Any person who violates any of the provisions of this Ordinance shall be responsible for a municipal civil infraction and subject to the payment of a civil fine of \$500, plus costs. Each day a violation of this Ordinance continues to exist constitutes a separate violation. A violator of this Ordinance shall also be subject to such additional sanctions, remedies and judicial orders as are authorized under Michigan law.
- B. A violation of this Ordinance is deemed to be a nuisance per se. In addition to any other remedy available at law, the City may bring an Action for an injunction or other process against a Licensee to restrain, prevent, or abate any violation of this Ordinance.

C. This Ordinance may be enforced and administered by the City Clerk, any City of Manistee Police Officer, City Manager or such other city official as may be designated from time to time by resolution of the City Council.

**867.17 SEVERABILITY**

In the event that any one or more sections, provisions, phrases or words of this Ordinance shall be found to be invalid by a court of competent jurisdiction, such holding shall not affect the validity or the enforceability of the remaining sections, provisions, phrases or words of this Ordinance.

**Section 2. Severability**

The provisions of this ordinance are hereby declared to be severable. If any clause, sentence, word, section, or provision is hereafter declared void or unenforceable for any reason by a court of competent jurisdiction, it shall not affect the remainder of this ordinance which shall continue in full force and effect.

**Section 3. Effective Date, Publication**

This Ordinance shall be effective ten (10) days after its enactment as provided in Section 4-3 of the City of Manistee Charter. The City Clerk shall cause a copy of this Ordinance to be published in a newspaper circulated in the city of Manistee, stating the date of the enactment and effective date of the Ordinance, a brief notice as to the subject matter of the Ordinance and such other facts as the City Clerk shall deem pertinent. A copy of the Ordinance shall be made available for public use and inspection at the office of the Manistee City Clerk.

**Section 4.**

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

YEAS:           Members: \_\_\_\_\_

\_\_\_\_\_

NAYS:           Members: \_\_\_\_\_

ABSTAIN:       Members: \_\_\_\_\_

ORDINANCE DECLARED ADOPTED.

\_\_\_\_\_  
City Clerk, City of Manistee

**CERTIFICATION**

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF MANISTEE    )

I, the undersigned, the duly qualified and Acting Clerk of the City of Manistee (the “City”), do hereby certify that the foregoing is a true and complete copy of the Ordinance adopted by the City Council of the City at a regular meeting held on the \_\_\_ day of \_\_\_\_\_, 2019, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this \_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
City Clerk, City of Manistee

**Mika Meyers** PLC



**Memorandum**

---

To: Thad Taylor

From: George Saylor

Date: 4/29/2019

Subject: Ordinance 19-15

---

Ordinance 19-15 amends Chapter 288. Chapter 288 established the PEG Commission. The only change being made is to reduce the number of members of the PEG Commission from 7 to 5. It is my understanding that the change was requested by the PEG Commission Board as it has been difficult recruiting members to the board and difficult meeting the quorum requirement of 4 members. This was the only change being proposed

## ORDINANCE 19-15

**AN ORDINANCE TO AMEND CHAPTER 288 OF THE CITY OF MANISTEE CODE OF ORDINANCES BY AMENDING LANGUAGE WITH RESPECT TO THE NUMBER OF MEMBERS APPOINTED TO THE P.E.G. COMMISSION; TO PROVIDE FOR SEVERABILITY; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND TO PROVIDE AN EFFECTIVE DATE.**

**THE CITY OF MANISTEE ORDAINS:**

### **Section 1. Code Amendment**

**Section 288.01 B. is amended by eliminating by changing the number of commission members from seven to five. Section 288.01 B. shall now read as follows:**

- B. The Commission shall consist of five members. Up to two members may be appointed by the Charter Township of Filer Board of Trustees. All other Commission members shall be Manistee County residents and appointed by the City Council provided, however, that an employee of the P.E.G. operator, or a member of their immediate family, may not serve on the P.E.G. Commission. Employees of the P.E.G. operator will be provided notice of all meetings and invited to attend and participate in discussions of the P.E.G. Commission. (Word with strikethrough is deleted.)

### **Section 2. Severability**

The provisions of this ordinance are hereby declared to be severable. If any clause, sentence, word, section, or provision is hereafter declared void or unenforceable for any reason by a court of competent jurisdiction, it shall not affect the remainder of this ordinance which shall continue in full force and effect.

### **Section 3. Effective Date, Publication**

This Ordinance shall be effective ten (10) days after its enactment as provided in Section 4-3 of the City of Manistee Charter. The City Clerk shall cause a copy of this Ordinance to be published in a newspaper circulated in the city of Manistee, stating the date of the enactment and effective date of the Ordinance, a brief notice as to the subject matter of the Ordinance and such other facts as the City Clerk shall deem pertinent. A copy of the Ordinance shall be made available for public use and inspection at the office of the Manistee City Clerk.



**Mika Meyers** PLC



## Memorandum

---

To: Thad Taylor

From: George Saylor

Date: 4/25/2019

Subject: DDA/Chief Executive Officer

---

The question has arisen recently as to whether the City Manager or the Mayor should serve on the DDA Board. The DDA enabling legislation reflects that the City's Chief Executive Officer would have a seat on the Board of the DDA. Manistee's DDA Ordinance, Bylaws and CP-10 all reference the Mayor serving. That is the way the City has handled this issue in the past.

The question that has arisen is whether we should consider the Mayor or City Manager as the Chief Executive Officer for the City. The City of Manistee Charter indicates that the Mayor is the "executive head" of the City. "Executive head" is not defined in the Home Rule City Act, nor anywhere else that I could find. The Home Rule City Act does indicate that an elected mayor is considered the chief executive officer of a City. In Manistee, the Mayor is not elected by the voters but is selected by Council. I believe that to be an important distinction.

There is also a question of whether Manistee has a "weak mayor" form of government. A "weak mayor" form of government is not in any way referencing the performance of the mayor, but is a term that is used by authors describing the various types of Home Rule Cities. Typically, a "strong mayor" form of city government is one where the mayor is directly elected by the citizens and the "weak mayor" form is where the mayor is a member of the city council, chairs meetings, and is the chief policy and ceremonial official for the city, rather than his/her having any specific authority extending beyond that of the other councilmembers.

The statutory provisions for DDA's describe the chief executive officer to mean a mayor or city manager of a city. I suggest that the distinction is dependent upon the difference between a city with a "weak mayor" or "strong mayor" form of government. It's my opinion that the more appropriate construction of the DDA enabling legislation is for the City Manager to be considered the Chief Executive Officer. If we are going to proceed with the City Manager being the city representative on the DDA Board, I suggest that along with changing the Ordinance we request that the DDA amend its Bylaws to reflect that change.

If the City Manager were to become the city's representative on the DDA Board, we should also amend CP-10, which designates the Mayor as the city's representative.

**Chapter 282  
Downtown Development Authority**

EDITOR'S NOTE: An unnumbered ordinance passed April 2, 1985, as amended by an unnumbered ordinance passed March 30, 1989, as amended by ordinance 08-07 passed September 16, 2008, adopted the Development and Tax Increment Financing Plan for the Manistee Downtown Development District and Area. Copies of such ordinances and Plan may be obtained, at cost, from the City Clerk.

Field Code Changed

282.01	Purposes	282.06	Board of Directors
282.02	Definitions	282.07	Powers
282.03	Determination of necessity	282.08	Director; posting of bond
282.04	Establishment; title	282.09	Fiscal year; adoption of budget; financial reports; audits.
282.05	Boundaries of Downtown District		

- Field Code Changed

CROSS REFERENCES
Taxation - see CHTR. Ch. 8
Municipal bonds - see M.C.L.A. Secs. 117.4a, 117.4b, 117.4e, 117.4g, 117.5, 117.14a, 117.35a
Improvements in home rule cities - see M.C.L.A. Secs. 117.4d et seq.
Business area redevelopment projects - see M.C.L.A. Secs. 125.981 et seq.
Downtown development authorities - see M.C.L.A. Secs. 125.4201 et seq.

Deleted: 1651

**282.01 PURPOSES**

The purposes of this chapter are to establish a Downtown Development Authority pursuant to Act 57 of the Public Acts of 2018 ("Act 57"), to establish a Board of Directors for the Authority; to define the boundaries of the Downtown District constituting the Downtown Development Authority; and to provide for all other matters necessary and related thereto. (Ord. Unno. Passed 1-19-82.)

- Field Code Changed
- Deleted: Pursuant
- Deleted: 197
- Deleted: 1975
- Deleted: as amended;

**282.02 DEFINITIONS**

The terms used in this chapter shall have the same meaning given to them in Act 57 of the Public Acts of 2018, or as hereinafter in this section provided, unless the context clearly indicates to the contrary:

- A. "Act 57" means Act 57 of the Public Acts of 2018, as now in effect or hereafter amended, being M.C.L.A. 125.4201 et seq.
- B. "Authority" means the Downtown Development Authority established by this chapter.
- C. "Board" or "Board of Directors" means the Board of Directors of the Authority, which is the governing body of the Authority.
- D. "Chief Executive Officer" means the City of Manistee City Manager.

- Deleted: 197
- Deleted:
- Deleted: 1975
- Deleted: as amended,
- Deleted: 197
- Deleted: 197
- Deleted: 1975
- Deleted: 1651
- Deleted: ., M.S.A. 5.3010(1) et seq.

Deleted: Mayor

E. "Downtown District" means the Downtown District designated by this chapter, as now existing or hereafter amended.  
(Ord. Unno. Passed 1-19-82.)

**282.03 DETERMINATION OF NECESSITY**

Council hereby determines that it is necessary for the best interests of the City to halt property value deterioration and increase property tax valuation where possible in the Business District of the City, to eliminate the causes of that deterioration and to promote economic growth by establishing a downtown development authority pursuant to Act 57, (Ord. Unno. Passed 1-19-82.)

Deleted: 197  
Deleted: of the Public Acts of 1975, as amended

**282.04 ESTABLISHMENT; TITLE**

Pursuant to Act 57, there is hereby established a Downtown Development Authority for the City. The Authority shall be a public body corporate and shall be known and exercise its powers under the title "Manistee Downtown Development Authority." The Authority may adopt a seal, may sue and be sued in any court of this state and shall possess all of the powers necessary to carry out the purpose of its incorporation as provided by this chapter and Act 57. The enumeration of a power in this chapter or in Act 57 shall not be construed as a limitation upon the general powers of the Authority.  
(Ord. Unno. Passed 1-19-82.)

Deleted: 197  
Deleted: of the Public Acts of 1975  
Deleted: as amended,  
Deleted: 197  
Deleted: 197

**282.05 BOUNDARIES OF DOWNTOWN DISTRICT**

The Downtown District in which the Authority shall exercise its powers as provided for in Act 57, as amended, shall consist of the following described territory in the City, subject to such changes as may hereinafter be made pursuant to this chapter and Act 197: Filer and Tyson's Addition, Block 1, 2, 3, 5, 9, and Island. Filer and Tyson's Addition, Block 7, except Lots 5, 6 and 7. Delo's Filer Subdivision, Block 6. All of Green and Milmo's Addition. All of George Willard Addition. Holden and Green Addition, Block 1, 2, 3, 6 and 7. Filer and Smith Addition, Block 7 and 8, Lots 3, 4, 5, 6, 7, 8, 9, 12 and 13, except Lots 9, 10, 11 and 12, Block 13. Filer and Smith Addition, Blocks 11, Lots 3, 4, 5, 6, 12, 11, 10 and part of Lot 9. Metes and bounds, part of gov't. Lot 2, Sec. 12. Filer and Smith Addition, Block 6, Lots 1, 2, 3, 4, 5 and 6. M. S. Tyson and Co. New Addition, Lots 1 through 7. Filer and Smith Addition, Block 1. Filer and Smith Addition, Block 14, Lots 5, 6, 11 and 12 and part of Lots 4, 10, 9 and Lot 8. Englemann's Addition, Block 8, Lots 1 and 19. Englemann's Addition, Block 9, except Lots 9 through 14. Englemann's Addition, Blocks 10 and 16. Englemann's Addition, Block 14, Lots 1, 2, 3 and 4. Englemann's Addition, Block 15, Lots 1, 2, 3 and 4. Metes and bounds, Lot 5, Sec. 12. Ramsdell and Benedicts Addition, Block 3, Lots 1, 2, and 3. Ramsdell and Benedicts Addition, Block 5. Filer and Smith Addition, part of Res., Lots 7, 6 and 8. Smith St. to Division St. and River St. to the middle of River. Metes and bounds, Section 12. Metes and bounds, part of gov't. Lot 1, Sec. 11, between Short St. and Washington St. and Fifth Ave. and River St. M. S. Tyson's Addition, Lot 1, Block 3; excepting therefrom Lot 1, Block 14, and Lots 3 and 4, Block 15, Englemann's Addition, to the City. (Ord. Unno. Passed 1-19-82.)

Deleted: 197 of the Public Acts of 1975

**282.06 BOARD OF DIRECTORS**

The Authority shall be under the control and supervision of a Board of Directors, consisting of the Chief Executive Officer of the City and eight members as provided by Act 57. The members shall be appointed by the Chief Executive Officer, subject to approval by the City Council, and shall hold office until their successors are appointed. (Ord. Unno. Passed 1-19-82.)

Deleted: 197  
Deleted: of the Public Acts of 1975, as amended

**282.07 POWERS**

Except as specifically otherwise provided in this chapter, the Authority shall have all powers provided by law, subject to the limitations imposed by law and this chapter. The Authority shall have the power to levy ad valorem taxes on the real and tangible personal property not exempt by law and as finally equalized in the Downtown District at the rate of not more than two mills each year if the City Council annually approves the levy thereof by the Authority. (Ord. Unno. Passed 1-19-82.)

**282.08 DIRECTOR; POSTING OF BOND**

If a director is employed as authorized by Section 5 of Act 57, a bond shall be posted in a sum to be prescribed by the City Council, as required by the Act. (Ord. Unno. Passed 1-19-82.)

Deleted: 197  
Deleted: of the Public Acts of 1975  
Deleted: as amended,  
Deleted: said Section of said

**282.09 FISCAL YEAR; ADOPTION OF BUDGET; FINANCIAL REPORTS; AUDITS**

- A. The fiscal year of the Authority shall begin on July 1 of each year and end on June 30 of the following year, or such other fiscal year as may hereafter be adopted by the City.
- B. The Board of Directors shall annually prepare a budget and shall submit it to the City Council on the same date that the proposed budget for the City is required by the City Charter to be submitted to the City Council. The Board shall not finally adopt a budget for any fiscal year until the budget has been approved by the City Council. The Board may, however, temporarily adopt a budget in connection with the operation of any improvements which have been financed by revenue bonds when required to do so by the ordinance authorizing the revenue bonds.
- C. The Authority shall submit financial reports to the City Council as requested by the City Council. The Authority shall be audited by the same independent auditors auditing the City, and copies of the audit report shall be filed with the City Council. (Ord. Unno. Passed 1-19-82.)

ORDINANCE 19-16

AN ORDINANCE TO AMEND CHAPTER 282 – DOWNTOWN DEVELOPMENT AUTHORITY OF THE CITY OF MANISTEE CODE OF ORDINANCES BY UPDATING CHAPTER 282 TO REFLECT THE CHANGE IN THE MICHIGAN AUTHORIZING LAW FOR DOWNTOWN DEVELOPMENT AUTHORITIES; AMENDING LANGUAGE TO CORRECT THE IDENTIFICATION OF CHIEF EXECUTIVE OFFICER; TO PROVIDE FOR SEVERABILITY; TO REPEAL ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT THEREWITH; AND TO PROVIDE AN EFFECTIVE DATE.

THE CITY OF MANISTEE ORDAINS:

Section 1. Code Amendment

The following sections of Chapter 282 are modified with the replaced language indicated by a strike though and new language underlined in bold:

CROSS REFERENCES
Taxation - see CHTR. Ch. 8
Municipal bonds - see M.C.L.A. Secs. 117.4a, 117.4b, 117.4e, 117.4g, 117.5, 117.14a, 117.35a
Improvements in home rule cities - see M.C.L.A. Secs. 117.4d et seq.
Business area redevelopment projects - see M.C.L.A. Secs. 125.981 et seq.
Downtown development authorities - see M.C.L.A. Secs. 125. <del>1651</del> <u>4201</u> et seq.

**282.01 PURPOSES**

The purposes of this chapter are to establish a Downtown Development Authority pursuant to Act ~~19757~~ of the Public Acts of ~~1975~~2018 ("**Act 57**"), ~~as amended~~; to establish a Board of Directors for the Authority; to define the boundaries of the Downtown District constituting the Downtown Development Authority; and to provide for all other matters necessary and related thereto. (Ord. Unno. Passed 1-19-82.)

**282.02 DEFINITIONS**

The terms used in this chapter shall have the same meaning given to them in Act ~~19757~~ of the Public Acts of ~~1975~~2018, ~~as amended~~, or as hereinafter in this section provided, unless the context clearly indicates to the contrary:

- A. "Act ~~19757~~" means Act ~~19757~~ of the Public Acts of ~~1975~~2018, as now in effect or hereafter amended, being M.C.L.A. 125.~~1651~~4201 et seq.; ~~M.S.A. 5.3010(1) et seq.~~

.....  
02564092 1

D. "Chief Executive Officer" means the ~~Mayer~~City of Manistee City Manager.

.....

**282.03 DETERMINATION OF NECESSITY**

Council hereby determines that it is necessary for the best interests of the City to halt property value deterioration and increase property tax valuation where possible in the Business District of the City, to eliminate the causes of that deterioration and to promote economic growth by establishing a downtown development authority pursuant to Act ~~1975~~19757 of the Public Acts of ~~1975, as amended~~. (Ord. Unno. Passed 1-19-82.)

**282.04 ESTABLISHMENT; TITLE**

Pursuant to Act ~~1975~~19757 of the Public Acts of ~~1975, as amended~~, there is hereby established a Downtown Development Authority for the City. The Authority shall be a public body corporate and shall be known and exercise its powers under the title "Manistee Downtown Development Authority." The Authority may adopt a seal, may sue and be sued in any court of this state and shall possess all of the powers necessary to carry out the purpose of its incorporation as provided by this chapter and Act ~~1975~~19757. The enumeration of a power in this chapter or in Act ~~1975~~19757 shall not be construed as a limitation upon the general powers of the Authority. (Ord. Unno. Passed 1-19-82.)

**282.05 BOUNDARIES OF DOWNTOWN DISTRICT**

The Downtown District in which the Authority shall exercise its powers as provided for in Act ~~57197~~57197 of the Public Acts of ~~1975, as amended~~, shall consist of the following described territory in the City, subject to such changes as may hereinafter be made pursuant to this chapter and Act 197: Filer and Tyson's Addition, Block 1, 2, 3, 5, 9, and Island. Filer and Tyson's Addition, Block 7, except Lots 5, 6 and 7. Delo's Filer Subdivision, Block 6. All of Green and Milmoie's Addition. All of George Willard Addition. Holden and Green Addition, Block 1, 2, 3, 6 and 7. Filer and Smith Addition, Block 7 and 8, Lots 3, 4, 5, 6, 7, 8, 9, 12 and 13, except Lots 9, 10, 11 and 12, Block 13. Filer and Smith Addition, Blocks 11, Lots 3, 4, 5, 6, 12, 11, 10 and part of Lot 9. Metes and bounds, part of gov't. Lot 2, Sec. 12. Filer and Smith Addition, Block 6, Lots 1, 2, 3, 4, 5 and 6. M. S. Tyson and Co. New Addition, Lots 1 through 7. Filer and Smith Addition, Block 1. Filer and Smith Addition, Block 14, Lots 5, 6, 11 and 12 and part of Lots 4, 10, 9 and Lot 8. Englemann's Addition, Block 8, Lots 1 and 19. Englemann's Addition, Block 9, except Lots 9 through 14. Englemann's Addition, Blocks 10 and 16. Englemann's Addition, Block 14, Lots 1, 2, 3 and 4. Englemann's Addition, Block 15, Lots 1, 2, 3 and 4. Metes and bounds, Lot 5, Sec. 12. Ramsdell and Benedicts Addition, Block 3, Lots 1, 2, and 3. Ramsdell and Benedicts Addition, Block 5. Filer and Smith Addition, part of Res., Lots 7, 6 and 8. Smith St. to Division St. and River St. to the middle of River. Metes and bounds, Section 12. Metes and bounds, part of gov't. Lot 1, Sec. 11, between Short St. and Washington St. and Fifth Ave. and River St. M. S. Tyson's Addition, Lot 1, Block 3; excepting therefrom Lot 1, Block 14, and Lots 3 and 4, Block 15,

02564092 1

Englemann's Addition, to the City. (Ord. Unno. Passed 1-19-82.)

**282.06 BOARD OF DIRECTORS**

The Authority shall be under the control and supervision of a Board of Directors, consisting of the Chief Executive Officer of the City and eight members as provided by Act 19757 of the Public Acts of 1975, as amended. The members shall be appointed by the Chief Executive Officer, subject to approval by the City Council, and shall hold office until their successors are appointed. (Ord. Unno. Passed 1-19-82.)

**282.07 POWERS**

Except as specifically otherwise provided in this chapter, the Authority shall have all powers provided by law, subject to the limitations imposed by law and this chapter. The Authority shall have the power to levy ad valorem taxes on the real and tangible personal property not exempt by law and as finally equalized in the Downtown District at the rate of not more than two mills each year if the City Council annually approves the levy thereof by the Authority. (Ord. Unno. Passed 1-19-82.)

**282.08 DIRECTOR; POSTING OF BOND**

If a director is employed as authorized by Section 5 of Act ~~19757~~ of the Public Acts of 1975, as amended, a bond shall be posted in a sum to be prescribed by the City Council, as required by ~~said Section of said~~ the Act. (Ord. Unno. Passed 1-19-82.)

**282.09 FISCAL YEAR; ADOPTION OF BUDGET; FINANCIAL REPORTS; AUDITS**

- A. The fiscal year of the Authority shall begin on July 1 of each year and end on June 30 of the following year, or such other fiscal year as may hereafter be adopted by the City.
- B. The Board of Directors shall annually prepare a budget and shall submit it to the City Council on the same date that the proposed budget for the City is required by the City Charter to be submitted to the City Council. The Board shall not finally adopt a budget for any fiscal year until the budget has been approved by the City Council. The Board may, however, temporarily adopt a budget in connection with the operation of any improvements which have been financed by revenue bonds when required to do so by the ordinance authorizing the revenue bonds.
- C. The Authority shall submit financial reports to the City Council as requested by the City Council. The Authority shall be audited by the same independent auditors auditing the City, and copies of the audit report shall be filed with the City Council. (Ord. Unno. Passed 1-19-82.)

**Section 2. Severability**

The provisions of this ordinance are hereby declared to be severable. If any clause, sentence, word, section, or provision is hereafter declared void or unenforceable for any reason by a court of competent jurisdiction, it shall not affect the remainder of this ordinance which shall continue in full force and effect.

**Section 3. Effective Date, Publication**

This Ordinance shall be effective ten (10) days after its enactment as provided in Section 4-3 of the City of Manistee Charter. The City Clerk shall cause a copy of this Ordinance to be published in a newspaper circulated in the city of Manistee, stating the date of the enactment and effective date of the Ordinance, a brief notice as to the subject matter of the Ordinance and such other facts as the City Clerk shall deem pertinent. A copy of the Ordinance shall be made available for public use and inspection at the office of the City Clerk.

**Section 4.**

All ordinances or parts of ordinances in conflict herewith are hereby repealed.

YEAS:           Members: \_\_\_\_\_  
\_\_\_\_\_

NAYS:           Members: \_\_\_\_\_

ABSTAIN:       Members: \_\_\_\_\_

ORDINANCE DECLARED ADOPTED.

\_\_\_\_\_  
City Clerk, City of Manistee

**CERTIFICATION**

STATE OF MICHIGAN     )  
  ) ss.  
COUNTY OF MANISTEE    )

I, the undersigned, the duly qualified and Acting Clerk of the City of Manistee (the “City”), do hereby certify that the foregoing is a true and complete copy of the Ordinance adopted by the City Council of the City at a regular meeting held on the \_\_\_ day of \_\_\_\_\_, 2019, the original of which is on file in my office. Public notice of said meeting was given pursuant to and in compliance with the Open Meetings Act, being Act No. 267, Public Acts of Michigan, 1976, as amended, including in the case of a special or rescheduled meeting notice by publication or posting at least eighteen (18) hours prior to the time set for the meeting.

IN WITNESS WHEREOF, I have hereunto affixed my official signature this \_\_\_ day of \_\_\_\_\_, 2019.

\_\_\_\_\_  
City Clerk, City of Manistee



# Administrative Services

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

**Memo to:** Thad Taylor, City Manager  
**From:** Edward Bradford, CFO *EB*  
**Re:** 2019-3 Budget Amendment  
**Date:** April 29, 2019



Thad,

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

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

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

The City typically makes formal budget amendments quarterly to be more proactive, accurate and transparent in its budgeting.

Several budget amendments are needed as shown and discussed below:

**General Fund: Attorney**

Account #	Account Name	Original Budget	Amended Budget	Projected	Increase
804.000	Attorney - Labor	\$15,000	\$30,000	\$57,000	<b>\$27,000</b>

Both the POAM and COAM unions have gone to binding arbitration on their contracts which has resulted in much, much higher labor attorney bills than originally anticipated. In addition, the City expended funds in updating its employee personnel policies, the culmination of a multi-year process.

**General Fund: City Hall**

<b>Account #</b>	<b>Account Name</b>	<b>Original Budget</b>	<b>Amended Budget</b>	<b>Projected</b>	<b>Increase</b>
930.000	Repairs & Maintenance – Building	\$20,000	\$20,000	\$46,000	<b>\$26,000</b>

This amendment covers the estimated cost of the Police water damage. Insurance proceeds will cover everything but the deductible.

**General Fund: Legislative**

<b>Account #</b>	<b>Account Name</b>	<b>Original Budget</b>	<b>Amended Budget</b>	<b>Projected</b>	<b>Increase</b>
801.000	Professional & Consulting Services	\$0	\$10,000	\$10,000	<b>\$10,000</b>
752.000	Operating Supplies	\$2,250	\$5,250	\$5,250	<b>\$3,000</b>

Council authorized a deer cull in the amount of \$10,000.

Old Council iPads are being replaced that were not originally budgeted. The increased cost will be offset by savings in Elections budget.



## APPLICANTS NEEDED

**DOWNTOWN DEVELOPMENT AUTHORITY CITIZENS COUNCIL.** Nine vacancies. *Applicants must be residents of the DDA and shall be at least 18 years of age.* Purpose: Advisory board to the DDA and the City of Manistee in the adoption of the development or tax increment financing plans.

Application forms are available at the City Clerk's office, 70 Maple Street or on the City website at <http://www.manisteemi.gov>. Applications must be returned by Tuesday, April 30, 2019 to be considered for appointment at the May 7, 2019 City Council meeting.



## APPLICATION FOR APPOINTMENT

Thank you for your expression of interest in serving this community by volunteering for appointment to a board or commission. Please provide the requested information in addition to any other information you think appropriate for the Mayor and City Council to consider. Please plan on attending the Council meeting at which this matter will be considered. The public notice for this vacancy included that date.

BOARD OR COMMISSION APPLIED FOR: Downtown Development Authority Citizens Council  
NAME: Dennis terHorst  
ADDRESS: 63 Clay St  
Manistee

PHONE: (Home) 123-9973 (Work) Same

E-MAIL: dthcommunicat@att.net  personal or  work

I want to volunteer for this position because:

attached

Please add any particular education, experience or background you think appropriate to include:

attached

Feel free to attach any additional information.

I  (will)  (will not) be able to attend the Council meeting. Please circle one.

Signature

D. terHorst

Dated

4-19-19

The City of Manistee does not discriminate on the basis of race, color, religion, sex, national origin, age or disability. If you have a disability and may need accommodation to participate fully on this board or commission, please contact the City ADA Officer, or check this box and someone will contact you to discuss your needs.

APPLICATION CHECKLIST – TO BE COMPLETED BY CITY CLERK

**Board of Review**

- City Taxpayer  Parcel # 51- \_\_\_\_\_
- Registered Voter in the City

**Brownfield Redevelopment Authority**

- City Resident or Interest in property in City  Parcel # 51- \_\_\_\_\_

**Compensation Commission**

- Registered Voter in the City

**Downtown Development Authority**

- At Large Member  Interest Member  Resident Member

**Downtown Development Authority Citizens Council**

- Must be at least 18 years of age  Resident of DDA District

**Harbor Commission**

- Two members can be non-residents *but*
  - must own real estate in the City *or*  Parcel # \_\_\_\_\_
  - own a business or profession having a licensed business location in the City.  \_\_\_\_\_

**Historic District Commission**

- City Resident  \_\_\_\_\_

**Parks Commission**

- Three members can be non-residents *but*
  - must own real estate *or*  Parcel # \_\_\_\_\_
  - own a business or profession having a license business location in the City *or*  \_\_\_\_\_
  - have a child attending school within the City  School - \_\_\_\_\_

**P.E.G Commission**

- Manistee County Resident

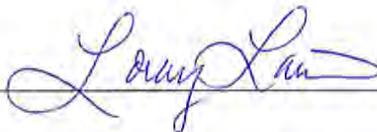
**Planning Commission**

- City Resident  \_\_\_\_\_

**Zoning Board of Appeals**

- City Resident  \_\_\_\_\_
- 1 Planning Commission member / term same as apt. on PC
- Representation of population & various interest present in City
- 1 Council member can be a ZBA member

Application Approval by City Clerk: \_\_\_\_\_



Date: 4/22/2019

I want to volunteer for this position because:

Tax Incremental Financing is what has given us the huge improvement of the central business district that probably would not have happened without it. Continuation of the TIF will provide maintenance funding preventing deterioration and allow capital improvement of a major asset. The details of how TIF is re-established could have a good out-come or a not so good out-come. I want to my part to making that out-come a good one.

Please add any particular education, experience or background you think appropriate to include:

I have been as intimate with the central business district as any general citizen could be. I spent 27 years as a charter member of the Downtown Development Authority and was a co-founder of Project Facelift before the Authority's establishment. I have followed with interest the DDA's progress in the intervening years and now see an opportunity to offer my background as a service to the community.



## APPLICATION FOR APPOINTMENT

Thank you for your expression of interest in serving this community by volunteering for appointment to a board or commission. Please provide the requested information in addition to any other information you think appropriate for the Mayor and City Council to consider. Please plan on attending the Council meeting at which this matter will be considered. The public notice for this vacancy included that date.

BOARD OR COMMISSION APPLIED FOR: DDA Citizens Council

NAME: Paul Gavlinski

ADDRESS: PO Box 382

80 Washington St Unit 16, Manistee

PHONE: (Home) 231 233 2543 (Work) \_\_\_\_\_

E-MAIL: paul.gavlinski@gmail.com  personal or  work

I want to volunteer for this position because:

We have a truly unique downtown area, and, like many, I believe it has additional potential.

With this opportunity, I would like to provide any help I can to make the area be the best it can be...

...to the benefit of merchants, visitors and residents alike.

Please add any particular education, experience or background you think appropriate to include:

I both reside (Edgewater) and work (Vogue Theatre) downtown, and frequent downtown businesses.

My education and work history have made me comfortable with finance, budgeting, and project

management, as well as business management and development. A brief resume is attached.

Feel free to attach any additional information.

I  (will)  (will not) be able to attend the Council meeting. Please circle one.

Paul Gavlinski 4/29/19  
Signature Dated

**RECEIVED**

APR 29 2019

CITY OF MANISTEE  
CLERK - TREASURER

The City of Manistee does not discriminate on the basis of race, color, religion, sex, national origin, age or disability. If you have a disability and may need accommodation to participate fully on this board or commission, please contact the City ADA Officer, or check this box and someone will contact you to discuss your needs.

**APPLICATION CHECKLIST – TO BE COMPLETED BY CITY CLERK**

**Board of Review**

- City Taxpayer  Parcel # 51- \_\_\_\_\_
- Registered Voter in the City

**Brownfield Redevelopment Authority**

- City Resident or Interest in property in City  Parcel # 51- \_\_\_\_\_

**Compensation Commission**

- Registered Voter in the City

**Downtown Development Authority**

- At Large Member  Interest Member  Resident Member

**Downtown Development Authority Citizens Council**

- Must be at least 18 years of age  Resident of DDA District

**Harbor Commission**

- Two members can be non-residents *but*
  - must own real estate in the City *or*  Parcel # \_\_\_\_\_
  - own a business or profession having a licensed business location in the City.  \_\_\_\_\_

**Historic District Commission**

- City Resident  \_\_\_\_\_

**Parks Commission**

- Three members can be non-residents *but*
  - must own real estate *or*  Parcel # \_\_\_\_\_
  - own a business or profession having a license business location in the City *or*  \_\_\_\_\_
  - have a child attending school within the City  School - \_\_\_\_\_

**P.E.G Commission**

- Manistee County Resident

**Planning Commission**

- City Resident  \_\_\_\_\_

**Zoning Board of Appeals**

- City Resident  \_\_\_\_\_
- 1 Planning Commission member / term same as apt. on PC
- Representation of population & various interest present in City
- 1 Council member can be a ZBA member

Application Approval by City Clerk: Shay Law, Deputy Clerk  
Date: 4/29/2019

Resume

Paul Gavlinski

231 2332543

[paul.gavlinski@gmail.com](mailto:paul.gavlinski@gmail.com)

Current Situation

Retired

Living in Manistee

Volunteer at Vogue Theatre

Volunteer at Community Garden

Education

BS Chemical Engineering

University of Illinois, Champaign, IL

Graduate Business Courses

Economics, Finance, Accounting,  
Operations Management

Keller Graduate School of Management, Chicago  
St. Joseph's University, Philadelphia

Past Work Experience

Engineering

Engineering Intern

Morton Chemical Co, Manistee, 1968

Process Engineer

Morton, Ringwood, IL

Project Manager

" , Chicago, IL

Plant Engineer

" , Paterson, NJ

Management

Plant Manager

Morton, Paterson, NJ

Director Manufacturing

Morton, Reading, PA

VP Manufacturing

Emulsion Systems of Illinois, Lemont, IL

VP Manufacturing and Engineering

Sovereign Specialty Chemicals, Chicago, IL

## Residential Lease Agreement

THIS RESIDENTIAL LEASE AGREEMENT ("Agreement") is made on April \_\_\_\_, 2018 by and between Paul Gavlinski and Susan Krino ("Resident") and Manistee River Investors, LLC ("Owner").

**NOTICE: MICHIGAN LAW ESTABLISHES RIGHTS AND OBLIGATIONS FOR PARTIES TO RENTAL AGREEMENTS. THIS AGREEMENT IS REQUIRED TO COMPLY WITH THE TRUTH IN RENTING ACT. IF YOU HAVE A QUESTION ABOUT THE INTERPRETATION OR LEGALITY OF A PROVISION OF THIS AGREEMENT, YOU MAY WANT TO SEEK ASSISTANCE FROM A LAWYER OR OTHER QUALIFIED PERSON.**

Resident rents from Owner, and Owner leases to Resident, the property commonly known as 80 Washington, Unit #16 and one indoor garage stall in the same building, all within the Edgewater Manistee condominium project located in Manistee, Michigan (the "Premises"), together with any furnishings, fixtures and other personal property located on or in the Premises, upon the terms and conditions stated in this Agreement. Resident and Owner agree as follows:

1. **Lease Term.** The original term of this Agreement shall be a period of 24 months. The term will begin on May 19, 2018, but Resident's obligation to pay "Rent" (as defined below) shall not begin until June 1, 2018 (June 1, 2018 being the "Commencement Date") and ending on May 30, 2020 (the "Termination Date"), unless terminated earlier as provided elsewhere in this Agreement. [Possession/occupancy and utilities to begin May 19; rent to begin June 1]

2. **Rent.** Rent under this Agreement ("Rent") shall be paid as follows: (i) by not later than the Commencement Date, Resident shall make a payment to Owner in the amount of \_\_\_\_\_ during the period beginning on the Commencement Date, to and including the last day of the calendar month during which the Commencement Date occurs; and (ii) thereafter Resident shall pay monthly rent in advance ("Monthly Rent"), in the amount of \_\_\_\_\_ per month, beginning on the first day of the month immediately following the month during which the Commencement Date occurs, and continuing on the first day of each month thereafter until the Termination Date. All Rent payments shall be made by check or money order payable to Owner and shall be delivered not later than the date due to Owner at the address above. Resident agrees that time is of the essence with respect to the payment of Rent and any and all other sums due under this Agreement. **If Resident fails to pay any installment of Rent as and when due (including any delinquency caused if any check given in payment of Rent shall be returned for insufficient funds), Resident shall be liable (in addition to the delinquent Rent) for a late fee in the amount of \$50.00 ("Late Fee"), which Late Fee is intended to compensate Owner for the administrative expense of processing delinquent Rent payments.** Owner's right to collect a Late Fee shall be in addition to any and all other rights and remedies of Owner at law or under this Agreement with respect to Resident's failure to make Rent payments as and when due. In the event that any check or draft given in payment of Rent shall be returned for insufficient funds, an additional processing charge of \$50.00 ("Returned Check Fee") shall be charged, in addition to any Late Fee and/or other amounts due to Owner hereunder. All Late Fees, Returned Check Fees, liability for damages to the Premises, or other sums from time to time due to Owner hereunder shall become additional rent and shall be due and payable upon Owner's demand. Notwithstanding anything in this Paragraph to the contrary, all Rent payments made after the date due (including payments made to cover checks that have been returned for insufficient funds) shall be made in the form of cashier's check, money order, or other certified funds.

3. **Utilities.** Resident shall have all utility services for the Premises, including, but not limited to gas, electric, telephone, cable TV and internet service, and any other utilities which are or may be separately metered, but specifically **excluding water/sewer, snow removal, and trash removal** (the "Utilities") placed and billed in Resident's name promptly upon Resident's taking possession of the Premises. Resident shall make payment for the cost of all Utilities to the Premises during the term of the Lease (including any holdover or renewal term). Owner shall not be liable for any interruption of such utility services because of a reason beyond the Owner's control. Resident shall not waste or misuse utility services that would cause an unreasonable increase in charges to Owner.

4. **Timely Payments Required.** Owner requires payment of Rent on or before the date due, and neither Owner's imposition of Late Fees, nor any acceptance by Owner of any payment of Rent, Late Fees or Returned Check Fees after the due date, nor any other omission, delay or forbearance on Owner's part in demanding any delinquent Rent shall be construed as creating a course of dealing under which late or delinquent payments shall be permitted, nor shall the same constitute a waiver of any rights of Owner arising with respect to said delinquent Rent payment or with respect to any future delinquency, default or event of default under this Agreement. To facilitate efficient and timely payments, Owner and Resident will cooperate to implement the use of an electronic payment system if at all possible.

5. **Security Deposit.** Resident has deposited with Owner the sum of \_\_\_\_\_ as a security deposit (the "Security Deposit") to be used to reimburse Owner for actual damages to the Premises or ancillary facilities that are the direct result of conduct not reasonably expected in the normal course of habitation of a dwelling, Rent due for premature termination of this lease by Resident as provided herein, unpaid cable bills that are required to be paid by Resident, and any other amounts due to Owner under this Agreement. Resident shall return the Premises to Owner in the same condition as received from Owner, reasonable wear and tear excepted. Notwithstanding the use of the Security Deposit by Owner, Resident shall remain liable for any deficiencies or balances remaining unpaid. Resident acknowledges that the Security Deposit is intended as security for any damages Owner might suffer hereunder, and is not to be construed the last month's Rent or as liquidated damages. The Security Deposit shall be held on deposit in an escrow account at Chase Bank, 300 Washington, Grand Haven, MI 49417.

**YOU MUST NOTIFY YOUR LANDLORD IN WRITING WITHIN 4 DAYS AFTER YOU MOVE**



## APPLICANTS NEEDED BOARDS and COMMISSIONS VACANCIES

**BOARD OF REVIEW.** One alternate vacancy – term ending 12/31/19. *Applicants must be City Taxpayers and registered to vote in the City.* Purpose: Hears Property Valuation Appeals.

**HARBOR COMMISSION.** Two vacancies – (1) term ending 10/31/20, (1) term ending 10/31/21. *Two members can be non-residents but must own real estate or a business or profession having a licensed business location in the City.* Purpose: Advisory on Marina, Harbor Development Issues.

**HISTORIC DISTRICT COMMISSION.** Two vacancies – terms ending 2/28/22. *Applicants must be City residents.* Purpose: Historic Preservation.

**PEG COMMISSION.** Three vacancies – (1) term ending 12/31/19, (2) terms ending 12/31/21. *Applicants must be Manistee County residents.* Purpose: Oversees operation of Manistee Public Access Television.

**ZONING BOARD OF APPEALS.** One vacancy – term ending 5/31/19. Purpose: Hears Appeals to Zoning, Building Issues.

Application forms are available at the City Clerk's office, 70 Maple Street or on the City website at <http://www.manisteemi.gov>. Applications must be returned by Tuesday, April 9, 2019 to be considered for appointment at the April 16, 2019 City Council meeting.



APPLICATION FOR APPOINTMENT

Thank you for your expression of interest in serving this community by volunteering for appointment to a board or commission. Please provide the requested information in addition to any other information you think appropriate for the Mayor and City Council to consider. Please plan on attending the Council meeting at which this matter will be considered. The public notice for this vacancy included that date.

BOARD OR COMMISSION APPLIED FOR: HARBOR COMMISSION

NAME: TRACY LINDEMAN
ADDRESS: 308 RIVER ST
MANISTEE MI 49660

RECEIVED
MAR 19 2019

PHONE: (Home) 856-297-0859 (Work)

CITY OF MANISTEE
CLERK - TREASURER

E-MAIL: TLINDEMAN@COMCAST.NET (X) personal or ( ) work

I want to volunteer for this position because:
I WOULD LIKE TO HELP TAKE CARE OF OUR
WATERWAYS AND BOAT RAMP

Please add any particular education, experience or background you think appropriate to include:
AND BOATING AND USE THE WATER

Feel free to attach any additional information.

I (will) (will not) be able to attend the Council meeting. Please circle one.

Signature: [Handwritten Signature] Dated: 3-15-19

The City of Manistee does not discriminate on the basis of race, color, religion, sex, national origin, age or disability. If you have a disability and may need accommodation to participate fully on this board or commission, please contact the City ADA Officer, or check this box and someone will contact you to discuss your needs.

APPLICATION CHECKLIST – TO BE COMPLETED BY CITY CLERK

**Board of Review**

- City Taxpayer  Parcel # 51- \_\_\_\_\_
- Registered Voter in the City

**Brownfield Redevelopment Authority**

- City Resident or Interest in property in City  Parcel # 51- \_\_\_\_\_

**Compensation Commission**

- Registered Voter in the City

**Downtown Development Authority**

- At Large Member  Interest Member  Resident Member

**Harbor Commission**

- Two members can be non-residents *but*
  - must own real estate in the City *or*  Parcel # 308 River St. 452-704-23
  - own a business or profession having a licensed business location in the City.  \_\_\_\_\_

**Historic District Commission**

- City Resident  \_\_\_\_\_

**Parks Commission**

- Three members can be non-residents *but*
  - must own real estate *or*  Parcel # \_\_\_\_\_
  - own a business or profession having a license business location in the City *or*  \_\_\_\_\_
  - have a child attending school within the City  School - \_\_\_\_\_

**P.E.G Commission**

- Manistee County Resident

**Planning Commission**

- City Resident  \_\_\_\_\_

**Zoning Board of Appeals**

- City Resident  \_\_\_\_\_
- 1 Planning Commission member / term same as apt. on PC
- Representation of population & various interest present in City
- 1 Council member can be a ZBA member

Application Approval by City Clerk: \_\_\_\_\_

*Larry Lau*

Date: 3/19/2019

## Lora Laurain

---

**From:** George V. Saylor <GSaylor@mikameyers.com>  
**Sent:** Tuesday, March 19, 2019 3:35 PM  
**To:** Lora Laurain  
**Subject:** RE: Question about Board/Commission Membership

Lora:

**There is nothing in the Ordinance nor in the Bylaws that would prevent a City Employee from serving on the Harbor Commission. I am not aware of any other policy that would include such a restriction. Of course, Council could decide that they don't want an employee on a board or commission and could decide not to appoint.**

**Mika Meyers**<sub>nc</sub>

George V. Saylor, III  
Mika Meyers PLC  
414 Water Street  
Manistee, MI 49660  
Firm Phone: 231-723-8333  
Firm Fax: 231-723-3888  
[mikameyers.com](http://mikameyers.com)

Email: [gsaylor@mikameyers.com](mailto:gsaylor@mikameyers.com)

This message is for the addressee only. It may be confidential, and may include communications protected by the attorney-client privilege, attorney work product protected from discovery in litigation, and/or insider information regarding business transactions. Unauthorized use, disclosure or copying is prohibited, and may be unlawful. If you have received this message in error, please call the sender at (231) 723-8333 and delete the message from your system.

IRS Circular 230 Disclosure: Except as specifically stated otherwise, this communication and any attachments are not intended or written to be used, and cannot be used, for: (i) avoiding Federal tax-related penalties, or (ii) promoting, marketing or recommending anything that is tax-related.

**From:** Lora Laurain [<mailto:llaurain@manisteemi.gov>]  
**Sent:** Tuesday, March 19, 2019 10:55 AM  
**To:** George V. Saylor <GSaylor@mikameyers.com>  
**Subject:** Question about Board/Commission Membership

George,

Are City employees allowed to be members of Boards/Commissions? Our new WWTP employee submitted an application for the Harbor Commission.

Thank you.

Kindest Regards,

## Lora Laurain

---

**From:** Jeff Mikula  
**Sent:** Thursday, April 11, 2019 1:27 PM  
**To:** Lora Laurain; Rick Mohr  
**Subject:** RE: Lindeman Application to Harbor Commission

I am ok with him attending meetings, however he will need to use vacation or comp time during his absence.

Jeffrey W. Mikula  
Public Works Director  
City of Manistee

(231) 723-7132 work  
(231) 510-6050 cell

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

**From:** Lora Laurain  
**Sent:** Thursday, April 11, 2019 9:58 AM  
**To:** Rick Mohr <[rmohr@manisteemi.gov](mailto:rmohr@manisteemi.gov)>; Jeff Mikula <[JMikula@manisteemi.gov](mailto:JMikula@manisteemi.gov)>  
**Subject:** Lindeman Application to Harbor Commission

Dear Jeff & Rick,

Tracey Lindeman submitted an application to the Harbor Commission. George Saylor says that there is nothing in the Ordinance or Bylaws that would prevent a City Employee from serving on the Harbor Commission and he is not aware of any policy restriction either.

The issue that we need your input regarding is that the Harbor Commission meets quarterly on Tuesday afternoons at 1:00 pm. If Council were to appoint Tracey to the Commission would he be available to attend meetings with his work schedule? When I spoke with Tracey he indicated that he could use Comp time to attend meetings, but Thad is requesting your approval/disapproval before submitting his application to Council.

Thank you.

Kindest Regards,

Lora Y Laurain  
Deputy Clerk | Payroll & Benefits  
City of Manistee | 70 Maple Street | Manistee, MI 49660  
p: 231-398-2803, ext# 206 | f: 231-723-5410  
[llaurain@manisteemi.gov](mailto:llaurain@manisteemi.gov) | [www.manisteemi.gov](http://www.manisteemi.gov)