

# MANISTEE CITY COUNCIL

## MEETING AGENDA

TUESDAY, FEBRUARY 4, 2020 – 7:00 P.M. – COUNCIL CHAMBERS

### I. Call to Order.

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

### II. Public Hearings.

- a.) PUBLIC HEARING ON THE DOWNTOWN DEVELOPMENT AUTHORITY DEVELOPMENT PLAN.

The current DDA Development Plan and TIF sunsets on March 1, 2020. The Downtown Development Authority approved a new Development Plan for Council's consideration. In order for City Council to consider adopting a new Downtown Development Authority Plan, a public hearing is required.

At this time the public has an opportunity to comment on the Downtown Development Authority Development Plan.

No action is anticipated at the conclusion of the public hearing; this item will be under consideration later this evening.

### 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.) Revenue and Expense.
- c.) Quarterly Financial Update.
- d.) Quarterly Investment Update.
- IX. b.) Notification Regarding Next Work Session.
- c.) Consideration of FiveCAP, Inc to hold a Walk for Warmth on Saturday, February 15, 2020.

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

- \*V. **Approval of Minutes.** Approval of the minutes of the January 21, 2020 regular meeting as attached.

**VI. Financial Report.**

- \*a.) CASH BALANCES.
- \*b.) REVENUE AND EXPENSE.
- \*c.) QUARTERLY FINANCIAL UPDATE.
- \*d.) QUARTERLY INVESTMENT UPDATE.

**VII. Unfinished Business.**

**VIII. New Business.**

- a.) CONSIDERATION OF APPROVING A CONTRACT WITH THE STATE OF MICHIGAN FOR 2020 TRUNKLINE MAINTENANCE.

Every five years the City contracts with the Michigan Department of Transportation (MDOT) to perform maintenance on the US31 Trunkline within the City limits. The State reimburses the City for the costs associated with the work.

At this time Council could take action to enter a State Trunkline Maintenance Contract with the Michigan Department of Transportation and authorize Public Works Director and Street Administrator Jeffrey W. Mikula to execute the agreement.

- b.) CONSIDERATION OF ADOPTION OF THE MANISTEE DOWNTOWN DEVELOPMENT AUTHORITY DEVELOPMENT AND TAX INCREMENT FINANCING PLAN AMENDMENTS TO THE ORDINANCE ADOPTED APRIL 2, 1985, AMENDED APRIL 3, 1989 AND AMENDED SEPTEMBER 16, 2008.

The Manistee DDA is proposing amendments to the current Development and Tax Increment Financing Plan. The amendments include identified projects and budget estimates for the organization over the next 25 years. The amendments additionally include attachments, requested by the Manistee City Council, of the City Service Agreement and Economic Development Agreement with the Manistee Area Chamber of Commerce.

At this time Council could take action to adopt the Manistee DDA amendments for the Development and Tax Increment Financing Plan.

- c.) CONSIDERATION OF BUDGET AMENDMENT 2020-2 FOR FISCAL YEAR END JUNE 30, 2020.

The City of Manistee is required by State law to ensure the actual expenditures do not exceed budget 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 statues regarding appropriations.

At this time Council could take action to adopt budget amendment 2020-2 for fiscal year ending June 30, 2020.

- d.) CONSIDERATION OF APPROVING A CONTRACT FOR THE ARTHUR STREET PUMP STATION IMPROVEMENTS.

The City has publicly bid out improvement to the Arthur Street Pump Station. One bid was received from Elmer's Crane and Dozer. Following value engineering, the bid was revised to \$206,027.00.

The engineer's estimate is \$165,000.00. In order to bring the project closer to the estimate and budgeted amount, a change order will be executed which will include the Department of Public Works providing bypass pumping and traffic control. The project cost after the change order will be \$164,077.00.

The contract documents were prepared by Spicer Group and approved by the City Attorney.

At this time Council could take action to award a construction contract to Elmer's Crane and Dozer in the amount of \$206,027.00 and a subsequent change order,

reducing the contract price to \$164,077.00 and authorize the Mayor, City Clerk and Public Works Director to execute the documents.

- e.) **CONSIDERATION OF ENTERING A FOUR-YEAR INSTALLMENT PURCHASE CONTRACT WITH WEST SHORE BANK, TRUCK & TRAILER SPECIALTIES OF BOYNE FALLS, INC AND D&K TRUCK COMPANY TO FINANCE THE PREVIOUSLY APPROVED PURCHASE OF A TANDEM AXLE PLOW TRUCK AND RELATED EQUIPMENT.**

On September 3, 2019 Council approved the purchase of a plow truck and related equipment in the amount of \$204,318.00. When approved, it was anticipated that financing arrangements would have to be made at a later date. The truck chassis is done and has been delivered to the equipment vendor for assembly. The equipment vendor will be paid upon delivery of the finished truck.

At this time Council could take action to adopt a resolution to enter into a four-year installment purchase contract with West Shore Bank, Truck & Trailer Specialties of Boyne Falls, Inc and D&K Truck Company to finance the purchase of a plow truck and related equipment; and further authorize the Chief Financial Officer to execute any needed documents.

- f.) **CONSIDERATION OF APPROVAL OF INVOICES AND DRAW REQUEST #1 FOR USDA RURAL DEVELOPMENT WASTEWATER IMPROVEMENTS PHASE I.**

USDA Rural Development requires that invoices for construction projects they fund be approved by City Council and submitted as a Draw Request on forms that they provide. The first Draw Request includes engineering, legal and bond counsel invoices up to the date of closing.

At this time Council could take action to approve invoices and Draw Request #1 for USDA Rural Development Wastewater Improvements Phase I.

- g.) **CONSIDERATION OF APPLICATIONS TO DDA BOARD.**

The City Clerk has taken action to advertise vacancies on the DDA Board.

Manager appointments require a motion, second and Council voted support.

The following applications have been received:

**DOWNTOWN DEVELOPMENT AUTHORITY** – One vacancy for a resident member, term ending 06/30/21 and one vacancy for an interest member, term ending 06/30/20; Manager appointment.

Bruce Allen, 74 Pine Street – resident member

James Beaudrie, 1249 Maple Road – interest member

Suzanne Riley, 314 Lakeshore Drive – interest member

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

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

a.) A REPORT FROM REPUBLIC SERVICES.

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

At this time Mr. Matt Biolette will report on the activities of the Republic Services and respond to any questions the Council may have regarding their activities.

No action is required on this item.

\*b.) NOTIFICATION REGARDING NEXT WORK SESSION.

A Council work session has been scheduled for Tuesday, February 11, 2020 at 7:00 p.m. A discussion will be conducted on RAD Conversion Plans, Ad Hoc Blight Committee Report, Racial Justice, Inclusion and Diversity; and such business as may come before Council.

No action is required on this item.

\*c.) CONSIDERATION OF FIVECAP, INC TO HOLD A WALK FOR WARMTH ON SATURDAY, FEBRUARY 15, 2020.

FiveCAP, Inc will hold a Walk for Warmth on Saturday, February 15, 2020. Walkers will walk a 2-mile route, commencing at the FiveCAP, Inc office on First Street, down to US31 to River Street, up Maple Street to Fifth Street to US31 and ending at the FiveCAP, Inc office on First Street. This event would be held from 10:00 a.m. – 12:00 p.m.

At this time Council could take action to support and approve the FiveCAP, Inc Walk for Warmth on Saturday, February 15, 2020. Subject to departmental approvals.

**X. Concerns and Comments.**

- a.) CITIZEN COMMENT. This is an opportunity for citizens to comment on municipal services, activities or areas of City involvement. Citizens in attendance shall be recognized by the Mayor for comments (limited to five minutes). Letters submitted to Council will not be publicly read.
- b.) OFFICIALS AND STAFF.
- c.) COUNCILMEMBERS.
- d.) CONSIDERATION OF A CLOSED SESSION, MANAGER ANNUAL EVALUATION AND UNION CONTRACT NEGOTIATIONS.

City Manager Thad N. Taylor has requested a Closed Session this evening as permitted by the Open Meetings Act, Section 8 (a) for discussion on the City Manager's Annual Evaluation and Section 8 (c) to discuss contract negotiations with the United Steelworkers.

At this time Council could take action to proceed to Closed Session under Section 8 (a) and 8 (c) of the Michigan Open Meetings Act.

**XI. Adjourn.**

TNT:km

**COUNCIL AGENDA ATTACHMENTS:**

- 1. Council Meeting Minutes – 01/21/2020
- 2. Cash Balance Report
- 3. Revenue & Expense Report
- 4. Quarterly Financial Update
- 5. Quarterly Investment Update
- 6. MDOT Contract
- 7. DDA Development/TIF & other
- 8. Budget Amendment
- 9. Arthur St Pump Station
- 10. Plow Truck Financing
- 11. USDA
- 12. DDA Board Applications
- 13. FiveCAP Walk for Warmth

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## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – JANUARY 21, 2020

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A regular meeting of the Manistee City Council was called to order by his honor, Mayor Roger Zielinski on Tuesday, January 21, 2020 at 7:00 pm in the City Hall Council Chambers, 70 Maple Street, followed by the Pledge of Allegiance.

**PRESENT:** Dale Cooper, Roger Zielinski, Jermaine Cipic, Michael Szymanski, James Grabowski and Erin Pontiac

**ABSENT:** Lynda Beaton

**ALSO PRESENT:** City Manager – Thad Taylor, City Attorney – Richard Wilson, City Clerk – Heather Pefley, DPW Director – Jeff Mikula, Finance Director – Ed Bradford, Planning & Zoning Administrator – Rob Carson, Public Safety Director – Tim Kozal and City Engineer – Shawn Middleton

**MOTION** by Szymanski, second by Cooper to amend the agenda to add items VIII. k.) Consideration of USDA Rural Development Loan Resolutions For \$4,400,000 And \$300,000 Of Sewer Revenue Bond Indebtedness and l.) Consideration of A Resolution To Approve The City of Manistee Harbor Commission 5-Year Recreation Harbor Plan.

With a roll call vote this motion passed unanimously.

**AYES:** Cooper, Zielinski, Cipic, Szymanski, Grabowski and Pontiac

**NAYS:** None

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

Bob Grabowski - 341 Fourth Street / spoke against the deer cull.

### **CONSENT AGENDA**

- Minutes - January 7, 2020 Regular Meeting  
- January 14, 2020 Work Session
- Financial Reports  
Payroll December 2019  
Invoices December 2019
- Consideration of Ordinance 20-1 Amending Chapters 866 and 867.
- Consideration of Zoning Ordinance Amendment Z19-25: Assembly Operation in Key Street Segment.
- Notification Regarding Next Work Session – February 11, 2020, 7:00 pm  
A discussion will be conducted on RAD Conversion Plans and Report from the Ad Hoc Blight Committee; and such business as may come before Council.

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

With a roll call vote this motion passed unanimously.

AYES: Cooper, Zielinski, Cipic, Szymanski, Grabowski and Pontiac

NAYS: None

**CONSIDERATION OF APPROVING THE MANISTEE CITY 5-YEAR RECREATION HARBOR PLAN.**

The City of Manistee partnered with the Manistee County Planning Department to draft a 5-Year Recreation Harbor Plan. This document is necessary per the DNR when writing grants through the waterways program. The plan outlines a prioritized development plan for accessible waterway areas within the City limits. The plan was reviewed/approved by the Manistee Harbor Commission.

MOTION by Cooper, second by Pontiac to approve the Manistee City 5-Year Recreation Harbor Plan.

With a roll call vote this motion passed unanimously.

AYES: Cooper, Zielinski, Cipic, Szymanski, Grabowski and Pontiac

NAYS: None

**CONSIDERATION OF PURCHASE OF ELECTION TABULATOR AND A BUDGET AMENDMENT TO COVER THE COST.**

Due to the increase in absentee voters, as a result of the passage of Proposal 3, the City Clerk has determined a need to purchase an additional tabulator for the processing of absentee ballots.

MOTION by Szymanski, second by Grabowski to authorize the purchase of an election tabulator and a budget amendment to cover the cost.

With a roll call vote this motion passed unanimously.

AYES: Cooper, Zielinski, Cipic, Szymanski, Grabowski and Pontiac

NAYS: None

**CONSIDERATION OF WERTZ WARRIORS SNOWMOBILE RIDE TO UTILIZE CITY STREETS FOR A SNOWMOBILE RIDE FOR THE PURPOSES OF A FUNDRAISER FOR SPECIAL OLYMPICS. THE RIDE WOULD TAKE PLACE ON TUESDAY, FEBRUARY 4, 2020.**

Wertz Warriors Snowmobile Ride would like to utilize city streets (from the city limits in the Red Apple & Cherry Road area to the area behind the high school, commencing from there to the Moose Lodge). This ride would take place on Tuesday, February 4, 2020 with the riders expected to arrive in the City at approximately 2:00 p.m. and departing the City one – two hours later.

MOTION by Cooper, second by Pontiac to support and approve the request to use City services, parks and streets for the Wertz Warriors Snowmobile Ride on Tuesday, February 4, 2020. Subject to departmental approvals.

With a roll call vote this motion passed unanimously.

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AYES: Cooper, Zielinski, Cipic, Szymanski, Grabowski and Pontiac

NAYS: None

### **CONSIDERATION OF ENTERING INTO AGREEMENT WITH THE MANISTEE DOWNTOWN DEVELOPMENT AUTHORITY THROUGH THE CITY OF MANISTEE DOWNTOWN DEVELOPMENT AUTHORITY SERVICE AGREEMENT.**

The Manistee Downtown Development Authority (DDA) is requesting consideration of entering into an agreement with the City of Manistee through the Service Agreement for enhanced and accelerated services for the up-coming year. The Manistee DDA approved the Service agreement during the January 8, 2020 board meeting after conversations with Manistee DDA committee members and City of Manistee staff. With the approval of the Manistee DDA and City of Manistee Service Agreement, the document will be added to the current Development and TIF plan amendment up for adoption this spring.

MOTION by Szymanski, second by Grabowski to enter into the service agreement with the Manistee Downtown Development Authority and to authorize the Mayor and City Clerk to execute the agreement. Mayor Zielinski thanked the DDA and City staff for their time and efforts on this agreement.

With a roll call vote this motion passed unanimously.

AYES: Cooper, Zielinski, Cipic, Szymanski, Grabowski and Pontiac

NAYS: None

### **CONSIDERATION OF BOND AUTHORIZING ORDINANCE 20-03 FOR THE ISSUANCE OF SEWER JUNIOR LIEN REVENUE BONDS SERIES 2020 IN AN AMOUNT OF \$4,700,000.**

The City is subject to an MDEQ NPDES permit that mandates a wet weather corrective action program (CAP) to remove the last combined sewer overflow. This requirement and progress towards completion has been discussed many times at past Council work sessions and meetings. A Notice of Intent Resolution was approved by Council on August 22, 2017 for the issuance of debt to finance the needed activities to comply with the CAP. No referendum petitions were filed so the City can proceed with issuing additional debt. The Series 2020 bonds, which fund Phase 1A and Phase 1B of the overall CAP, are being financed by USDA Rural Development. The approval of the Bond Authorizing Ordinance is necessary to authorize and proceed with the bond sale.

MOTION by Szymanski, second by Grabowski to adopt Bond Authorizing Ordinance 20-03 for the issuance of Sewer Junior Lien Revenue Bonds Series 2020 in an amount of \$4,700,000.

With a roll call vote this motion passed unanimously.

AYES: Cooper, Zielinski, Cipic, Szymanski, Grabowski and Pontiac

NAYS: None

### **CONSIDERATION OF RESOLUTION TO VACATE OLGA STREET.**

On March 19, 2019, City Council passed an action to vacate the Southern portion of Olga Street from midway block between Eighth Street and continuing to the remaining portion of the entire block of Olga Street between Ninth Street and Tenth Street; including reserving any existing utility easements and

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## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – JANUARY 21, 2020

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further expecting, conveying and reserving for the City an easement over the north 15 feet portion being vacated. To complete the vacation a resolution needs to be passed.

MOTION by Cooper, second by Grabowski action to approve the Olga Street Resolution based on the documentation and description above.

With a roll call vote this motion passed unanimously.

AYES: Cooper, Zielinski, Cipic, Szymanski, Grabowski and Pontiac

NAYS: None

### **CONSIDERATION OF ENTERING INTO A SANITARY SEWER SERVICE AGREEMENT WITH MANISTEE TOWNSHIP.**

The City has negotiated a Sanitary Sewer Service Agreement with Manistee Township. It was approved by the Township at their December 2019 meeting. The agreement was negotiated over a several year time frame and comprehensively addresses City sewer services being provided in Manistee Township.

MOTION by Grabowski, second by Pontiac to enter into a Sanitary Sewer Service Agreement with Manistee Township and authorize the Mayor & City Clerk to execute the agreement.

With a roll call vote this motion passed unanimously.

AYES: Cooper, Zielinski, Cipic, Szymanski, Grabowski and Pontiac

NAYS: None

### **CONSIDERATION OF ENTERING INTO A FIFTH AMENDMENT TO SITE LEASE WITH NEW CINGULAR WIRELESS PCS, LLC FOR AN EXISTING LEASE AT THE INDUSTRIAL PARK WATER TOWER.**

The City has an existing lease with New Cingular Wireless PCS, LLC for space at the Industrial Park water tower to accommodate cellular telephone antennas and related equipment. New Cingular has made a request to add a generator at the site and slightly expand the leased premises. The City has negotiated a lease amendment with a 6.5% increase in rent. Annual rental will now be \$39,488 with a 2.5% annual escalator.

MOTION by Grabowski, second by Cooper to approve the Fifth Amendment to Site Lease with New Cingular Wireless PCS, LLC and authorize the Mayor to execute the document.

With a roll call vote this motion passed unanimously.

AYES: Cooper, Zielinski, Cipic, Szymanski, Grabowski and Pontiac

NAYS: None

### **CONSIDERATION OF APPROVING A RECYCLING CENTER AGREEMENT WITH MANISTEE CATHOLIC CENTRAL SCHOOLS.**

The City currently operates a Recycling Center along Glocheski Drive in the City's Industrial Park. Changes in the commodities market for fiber products has increased the refuse expenses by \$16,000 per year. City

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staff have been exploring opportunities to reduce costs. Manistee Catholic Central (MCC) has agreed to host the City Recycling Center. The City would reduce fiber tipping fees by \$16,000 and MCC will receive new revenue from a program with Packaging Corporation of America. This agreement was prepared by the City Attorney and has been approved by MCC.

MOTION by Grabowski, second by Pontiac to approve the Recycling Center Agreement with Manistee Catholic Central and relocate the Recycling Center to the school along Twelfth Street.

Discussion included:

- Recycling items moved to MCC; co-mingled metal/plastics, fiberboard, and compost topsoil
- Existing center will be vacated and used for storage
- City will still pay for the metal /plastics, but will no longer pay for fiberboard
- Currently unable to monitor use by Non-City residents
- City cameras can be relocated if necessary

With a roll call vote this motion passed unanimously.

AYES: Cooper, Zielinski, Cipic, Szymanski, Grabowski and Pontiac

NAYS: None

### CONSIDERATION OF APPLICATIONS TO BOARDS AND COMMISSIONS.

The City Clerk has taken action to advertise vacancies on the Airport Authority, Board of Review, Compensation Commission, Downtown Development Authority Citizens Council, Harbor Commission, Historic District Commission, Parks Commission, PEG Commission, Tree Commission, and 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 vacancy, term (alternate) ending 12/31/22. Applicants shall be taxpaying electors of the City who are owners of property assessed for taxes in the City and, at the time of their appointment, are neither elected nor appointed officials of the City; Council appointment.

Angela M. Tabor, 523 Second Street

Szymanski nominated Angela M. Tabor, 523 Second Street to the Board of Review for an alternate member term ending 12/31/22.

With a roll call vote this nomination passed unanimously.

AYES: Cooper, Zielinski, Cipic, Szymanski, Grabowski and Pontiac

NAYS: None

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**PARKS COMMISSION** – One vacancy, term ending 6/30/20. Applicants may be nonresidents but must own real estate or a business/profession having a licensed business location in the City or have a child attending school within the City; Mayoral appointment.

Christopher Rowe, 187 Eighth Street

No appointment made.

**HISTORIC DISTRICT COMMISSION** – Two vacancies, one term ending 02/28/21, one term ending 02/28/23; One member is desired who meets professional qualification standards for archaeologist, architect, architectural historian, historian, or historical architect. Applicants must be City residents. Council appointment.

Debra Greenacre, 343 Second Street

\*Lee Trucks, 453 Second Street

Cooper nominated Lee Trucks, 453 Second Street to the Historic District Commission for a term ending 02/28/23.

With a roll call vote this nomination passed unanimously.

AYES: Cooper, Zielinski, Cipic, Szymanski, Grabowski and Pontiac

NAYS: None

Szymanski nominated Debra Greenache, 343 Second Street to the Historic District Commission for a term ending 02/28/21.

With a roll call vote this nomination passed unanimously.

AYES: Cooper, Zielinski, Cipic, Szymanski, Grabowski and Pontiac

NAYS: None

### **CONSIDERATION OF USDA RURAL DEVELOPMENT LOAN RESOLUTIONS FOR \$4,400,000 AND \$300,000 OF SEWER REVENUE BOND INDEBTEDNESS.**

The City is subject to an MDEQ NPDES permit that mandates a wet weather corrective action program (CAP) to remove the last combined sewer overflow. This requirement and progress towards completion has been discussed many times at past Council work sessions and meetings. The Series 2020 bonds which fund Phase 1A and Phase 1B of the overall CAP are being financed by USDA Rural Development. The USDA requires Loan Resolutions as part of the financing process.

MOTION by Cooper, second by Szymanski to approve USDA Rural Development Loan Resolutions in the amount of \$4,400,000 and \$300,000 of Sewer Revenue Bond indebtedness.

With a roll call vote this nomination passed unanimously.

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## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – JANUARY 21, 2020

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AYES: Cooper, Zielinski, Cipic, Szymanski, Grabowski and Pontiac

NAYS: None

### **CONSIDERATION OF A RESOLUTION TO APPROVE THE CITY OF MANISTEE HARBOR COMMISSION 5-YEAR RECREATION HARBOR PLAN.**

The State of Michigan requires that the governing body approve and support the 5- Year Recreation Harbor Plan adopted by the Manistee Harbor Commission.

MOTION by Szymanski, second by Pontiac to approve the City of Manistee Harbor Commission Resolution for Adoption of the Manistee City 5-Year Recreation Harbor Plan.

With a roll call vote this nomination passed unanimously.

AYES: Cooper, Zielinski, Cipic, Szymanski, Grabowski and Pontiac

NAYS: None

### **A REPORT FROM MANISTEE RECREATION ASSOCIATION.**

Ms. Stephanie Carpenter reported on the activities of the Manistee Recreation Association and responded to any questions the Council had regarding their activities.

### **CITIZEN COMMENT**

None

### **OFFICIALS AND STAFF**

Kozal stated the Fire Department is keeping busy. They had 138 documented runs last month which is well above normal average and continuing this month with 13 transports in a span of 48 hours.

### **COUNCILMEMBERS**

Grabowski commented on the ban on stun guns recently lifted by the State of Michigan and asked if an ordinance should be considered; Kozal said he would need to do more research.

### **ADJOURN**

MOTION to adjourn was made by Szymanski. Meeting adjourned at 7:43 p.m.

Heather Pefley CMC, CMMC / MiCPT  
City Clerk

CASH SUMMARY BY ACCOUNT FOR MANISTEE CITY

FROM 12/01/2019 TO 12/31/2019

FUND: 101 202 203 204 226 245 272 275 430 496 501 592 593 594 661 703 705

CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 12/01/2019	Total Debits	Total Credits	Ending Balance 12/31/2019
Fund 101	GENERAL FUND				
001.000	CASH - CHECKING	1,016,551.78	295,099.22	603,526.21	708,124.79
001.001	CASH - RESTRICTED	27,102.00	0.00	0.00	27,102.00
001.002	CASH - ESCROW	99,017.10	0.00	1,000.00	98,017.10
004.000	CASH - PETTY	806.65	2.36	100.30	708.71
017.000	INV - MI CLASS	1,708,488.80	6,089.43	3,442.63	1,711,135.60
	GENERAL FUND	2,851,966.33	301,191.01	608,069.14	2,545,088.20
Fund 202	MAJOR STREET FUND				
001.000	CASH - CHECKING	(42,379.82)	71,542.85	29,163.03	0.00
017.000	INV - MI CLASS	569,814.21	2,024.25	1,141.50	570,696.96
	MAJOR STREET FUND	527,434.39	73,567.10	30,304.53	570,696.96
Fund 203	LOCAL STREET FUND				
001.000	CASH - CHECKING	606,350.26	18,729.05	29,440.46	595,638.85
017.000	INV - MI CLASS	51,318.78	182.31	102.79	51,398.30
	LOCAL STREET FUND	657,669.04	18,911.36	29,543.25	647,037.15
Fund 204	MUNICIPAL STREET FUND				
001.000	CASH - CHECKING	64,377.35	4.59	7,062.03	57,319.91
Fund 226	CITY REFUSE FUND				
001.000	CASH - CHECKING	135,956.22	33,036.34	18,901.54	150,091.02
017.000	INV - MI CLASS	1,282.81	207.51	205.58	1,284.74
	CITY REFUSE FUND	137,239.03	33,243.85	19,107.12	151,375.76
Fund 245	OIL & GAS FUND				
001.000	CASH - CHECKING	76,979.41	2,927.34	0.00	79,906.75
001.020	CASH - MONEY MARKET	606,625.00	0.00	162,171.94	444,453.06
	OIL & GAS FUND	683,604.41	2,927.34	162,171.94	524,359.81
Fund 272	PEG COMMISSION				
001.000	CASH - CHECKING	24,184.13	1.73	0.00	24,185.86
Fund 275	GRANT MANAGEMENT FUND				
001.000	CASH - CHECKING	14,195.08	3,547.12	16,282.87	1,459.33
Fund 430	CAPITAL IMPROVEMENT FUND				
001.000	CASH - CHECKING	292,590.33	0.00	65,000.00	227,590.33
Fund 496	RENAISSANCE PARK				
001.000	CASH - CHECKING	2,980.28	0.21	0.00	2,980.49
Fund 501	BOAT LAUNCH FUND				
001.000	CASH - CHECKING	22,590.54	226.59	553.17	22,263.96
004.000	CASH - PETTY	(10.00)	10.00	0.00	0.00
	BOAT LAUNCH FUND	22,580.54	236.59	553.17	22,263.96
Fund 592	WATER UTILITY				
001.000	CASH - CHECKING	164,935.73	190,819.81	69,341.85	286,413.69
001.002	CASH - ESCROW	52,900.00	300.00	900.00	52,300.00
	WATER UTILITY	217,835.73	191,119.81	70,241.85	338,713.69
Fund 593	SEWER UTILITY				
001.000	CASH - CHECKING	183,147.95	231,200.90	146,185.44	268,163.41
001.002	CASH - ESCROW	10,000.00	0.00	0.00	10,000.00
017.000	INV - MI CLASS	7,002.57	10.84	0.00	7,013.41
017.005	INV - MI CLASS BOND DEBT RESERVE	488,511.42	756.80	0.00	489,268.22
		688,661.94	231,968.54	146,185.44	444,445.04

CASH SUMMARY BY ACCOUNT FOR MANISTEE CITY

FROM 12/01/2019 TO 12/31/2019

FUND: 101 202 203 204 226 245 272 275 430 496 501 592 593 594 661 703 705

CASH AND INVESTMENT ACCOUNTS

Fund Account	Description	Beginning Balance 12/01/2019	Total Debits	Total Credits	Ending Balance 12/31/2019
Fund 594	MARINA FUND				
001.000	CASH - CHECKING	(4,178.10)	74,017.88	13,592.66	56,247.12
001.001	CASH - RESTRICTED	1,627.12	0.00	0.00	1,627.12
001.002	CASH - ESCROW	600.00	0.00	200.00	400.00
004.000	CASH - PETTY	(20.00)	20.00	0.00	0.00
	MARINA FUND	<u>(1,970.98)</u>	<u>74,037.88</u>	<u>13,792.66</u>	<u>58,274.24</u>
Fund 661	MOTOR POOL FUND				
001.000	CASH - CHECKING	(81,768.66)	116,047.78	34,279.12	0.00
017.000	INV - MI CLASS	369,545.16	1,312.75	740.27	370,117.64
	MOTOR POOL FUND	<u>287,776.50</u>	<u>117,360.53</u>	<u>35,019.39</u>	<u>370,117.64</u>
Fund 703	CURRENT TAX COLLECTION				
001.000	CASH - CHECKING	9,262.95	1,141,095.98	456,369.38	693,989.55
	TOTAL - ALL FUNDS	<u>6,480,387.05</u>	<u>2,189,213.64</u>	<u>1,659,702.77</u>	<u>7,009,897.92</u>

PERIOD ENDING 12/31/2019

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GL NUMBER	DESCRIPTION	2019-20	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	12/31/2019 NORM (ABNORM)	MONTH 12/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 101 - GENERAL FUND							
Revenues							
Dept 000							
101-000-402.000	TAXES - REAL/PERSONAL PROPERT	3,053,070.00	3,053,070.00	3,000,341.63	18,736.99	52,728.37	98.27
101-000-411.000	TAXES - DELINQ REAL PROPERTY	151,630.00	151,630.00	0.00	0.00	151,630.00	0.00
101-000-412.000	TAXES - DELINQ PERSONAL PROP	3,546.00	3,546.00	0.00	0.00	3,546.00	0.00
101-000-432.000	TAXES - PAYMENT IN LIEU OF	137,160.00	137,160.00	48,101.97	0.00	89,058.03	35.07
101-000-445.000	TAXES - PENALTIES & INTEREST	17,625.00	17,625.00	13,841.51	528.83	3,783.49	78.53
101-000-447.000	TAXES - ADMINISTRATION FEE	87,737.00	87,737.00	68,476.67	4,453.96	19,260.33	78.05
101-000-476.000	PERMIT - BUSINESS REGISTRATIO	22,000.00	22,000.00	45,450.00	(75.00)	(23,450.00)	206.59
101-000-477.000	PERMIT - FRANCHISE FEES	121,000.00	121,000.00	30,016.32	0.00	90,983.68	24.81
101-000-490.000	PERMIT - NON-BUSINESS	11,500.00	11,500.00	14,005.00	50.00	(2,505.00)	121.78
101-000-540.000	STATE GRANT - OTHER	0.00	0.00	1,184.70	0.00	(1,184.70)	100.00
101-000-543.000	STATE GRANT - PUBLIC SAFETY (SSCENT)	8,000.00	8,000.00	0.00	0.00	8,000.00	0.00
101-000-543.001	STATE GRANT - UNDERAGE DRINKING	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
101-000-543.002	STATE GRANT - CRIMINAL JUSTIC	2,400.00	2,400.00	1,073.40	0.00	1,326.60	44.73
101-000-573.000	STATE GRANT - LOCAL COMM STAB	175,000.00	175,000.00	108,685.88	0.00	66,314.12	62.11
101-000-574.000	STATE GRANT - REVENUE SHARING	554,000.00	554,000.00	198,525.00	101,162.00	355,475.00	35.83
101-000-574.001	STATE GRANT - CVTRS	170,000.00	170,000.00	58,094.00	29,047.00	111,906.00	34.17
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	8,000.00	8,000.00	8,834.65	316.25	(834.65)	110.43
101-000-626.000	CHARGE FOR SERVICE	67,250.00	67,250.00	5,410.14	675.81	61,839.86	8.04
101-000-628.000	CHARGE FOR SERVICE - BOAT LAU	2,700.00	2,700.00	2,664.00	0.00	36.00	98.67
101-000-630.000	CHARGE FOR SERVICE - LOCAL ST	141,750.00	141,750.00	59,062.50	11,812.50	82,687.50	41.67
101-000-631.000	CHARGE FOR SERVICE - MAJOR ST	342,412.00	342,412.00	142,671.65	28,534.33	199,740.35	41.67
101-000-632.000	CHARGE FOR SERVICE - MARINA	12,175.00	12,175.00	6,087.50	0.00	6,087.50	50.00
101-000-634.000	CHARGE FOR SERVICE - REFUSE	159,564.00	159,564.00	79,781.98	9,567.58	79,782.02	50.00
101-000-635.000	CHARGE FOR SERVICE - W&S	397,146.00	397,146.00	198,573.00	33,095.50	198,573.00	50.00
101-000-636.000	CHARGE FOR SERVICE - TRANSPOR	258,000.00	258,000.00	136,499.97	27,413.11	121,500.03	52.91
101-000-637.000	UTILITY OWNERSHIP FEE	186,892.00	186,892.00	93,446.04	15,574.34	93,445.96	50.00
101-000-642.000	SALES	13,000.00	13,000.00	1,715.21	185.60	11,284.79	13.19
101-000-655.000	FINES & FORFEITS	25,000.00	25,000.00	8,135.29	863.00	16,864.71	32.54
101-000-665.000	INVESTMENT - INTEREST	26,000.00	26,000.00	13,931.09	2,737.08	12,068.91	53.58
101-000-667.000	RENTAL INCOME	6,850.00	6,850.00	650.00	0.00	6,200.00	9.49
101-000-667.030	RIVERFRONT LEASE INCOME	24,928.00	24,928.00	0.00	0.00	24,928.00	0.00
101-000-672.000	OTHER REVENUE	500.00	500.00	1,068.16	274.71	(568.16)	213.63
101-000-674.000	CONTRIBUTIONS / DONATIONS	2,000.00	2,000.00	1,510.00	1,500.00	490.00	75.50
101-000-676.000	REIMBURSEMENT	146,000.00	148,046.00	144,999.45	0.00	3,046.55	97.94
101-000-687.000	REFUNDS	15,000.00	15,000.00	13,958.72	0.00	1,041.28	93.06
101-000-688.000	REFUNDS - WORK/COMP PREMIUM	500.00	500.00	0.00	0.00	500.00	0.00
101-000-698.000	INSURANCE SETTLEMENT	0.00	0.00	14,589.00	0.00	(14,589.00)	100.00
Total Dept 000		6,355,335.00	6,357,381.00	4,521,384.43	286,453.59	1,835,996.57	71.12
TOTAL REVENUES		6,355,335.00	6,357,381.00	4,521,384.43	286,453.59	1,835,996.57	71.12
Expenditures							
Dept 101 - LEGISLATIVE							
101-101-702.000	WAGES - FULL TIME	27,052.00	27,052.00	13,526.10	2,254.35	13,525.90	50.00
101-101-709.000	COSTS - SOCIAL SECURITY	1,677.00	1,677.00	838.66	139.81	838.34	50.01
101-101-711.000	COSTS - MEDICARE	392.00	392.00	196.13	32.71	195.87	50.03
101-101-726.000	COSTS - WORKERS COMPENSATION	92.00	92.00	33.30	9.60	58.70	36.20
101-101-752.000	SUPPLIES - OPERATING	1,500.00	1,500.00	468.08	370.95	1,031.92	31.21
101-101-801.000	PROFESSIONAL & CONSULTING SERV	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00

PERIOD ENDING 12/31/2019

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GL NUMBER	DESCRIPTION	2019-20	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	12/31/2019 NORM (ABNORM)	MONTH 12/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 101 - GENERAL FUND							
Expenditures							
101-101-913.000	TRAVEL & TRAINING	3,900.00	3,900.00	60.00	0.00	3,840.00	1.54
101-101-915.000	MEMBERSHIPS & DUES	5,500.00	5,500.00	5,428.00	0.00	72.00	98.69
Total Dept 101 - LEGISLATIVE		50,113.00	50,113.00	20,550.27	2,807.42	29,562.73	41.01
Dept 172 - MANAGER							
101-172-702.000	WAGES - FULL TIME	165,238.00	165,238.00	78,478.28	16,150.99	86,759.72	47.49
101-172-708.000	COSTS - SUTA	45.00	45.00	0.00	0.00	45.00	0.00
101-172-709.000	COSTS - SOCIAL SECURITY	10,668.00	10,668.00	5,331.95	1,038.36	5,336.05	49.98
101-172-711.000	COSTS - MEDICARE	2,495.00	2,495.00	1,246.98	242.84	1,248.02	49.98
101-172-712.000	COSTS - IN LIEU OF BC/BS	4,023.00	4,023.00	2,770.48	738.64	1,252.52	68.87
101-172-717.000	COSTS - MERS CONTRIBUTION	12,671.00	12,671.00	6,336.00	1,056.00	6,335.00	50.00
101-172-718.000	COSTS - HEALTH INSURANCE	11,193.00	11,193.00	6,431.18	918.74	4,761.82	57.46
101-172-718.001	COSTS - HSA CONTRIBUTION	1,500.00	3,000.00	3,000.00	0.00	0.00	100.00
101-172-718.002	COSTS - DENTAL INSURANCE	1,318.00	1,318.00	723.52	103.36	594.48	54.90
101-172-718.003	COSTS - VISION / ANCILLIARY	237.00	237.00	116.28	19.38	120.72	49.06
101-172-724.000	COSTS - VEHICLE ALLOWANCE	4,800.00	4,800.00	2,000.00	400.00	2,800.00	41.67
101-172-725.000	COSTS - LIFE INSURANCE	558.00	558.00	327.81	54.75	230.19	58.75
101-172-726.000	COSTS - WORKERS COMPENSATION	771.00	771.00	429.30	123.76	341.70	55.68
101-172-752.000	SUPPLIES - OPERATING	2,000.00	2,000.00	595.17	400.00	1,404.83	29.76
101-172-791.000	SUBSCRIPTIONS & PUBLICATIONS	190.00	190.00	0.00	0.00	190.00	0.00
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	1,720.00	1,620.00	455.89	285.00	1,164.11	28.14
101-172-915.000	MEMBERSHIPS & DUES	450.00	550.00	475.00	0.00	75.00	86.36
101-172-933.000	SOFTWARE AGREE / COPIER MAINT	1,900.00	1,900.00	876.14	118.83	1,023.86	46.11
101-172-983.000	LEASE PURCHASE	1,983.00	1,983.00	991.56	165.26	991.44	50.00
101-172-985.000	CAPITAL OUTLAY	900.00	900.00	780.00	0.00	120.00	86.67
Total Dept 172 - MANAGER		225,160.00	226,660.00	111,365.54	21,815.91	115,294.46	49.13
Dept 215 - CLERK							
101-215-702.000	WAGES - FULL TIME	110,953.00	110,953.00	51,485.03	8,580.83	59,467.97	46.40
101-215-708.000	COSTS - SUTA	45.00	45.00	0.00	0.00	45.00	0.00
101-215-709.000	COSTS - SOCIAL SECURITY	7,505.00	7,505.00	3,683.95	572.95	3,821.05	49.09
101-215-711.000	COSTS - MEDICARE	1,755.00	1,755.00	861.57	134.00	893.43	49.09
101-215-712.000	COSTS - IN LIEU OF BC/BS	9,600.00	9,600.00	5,600.00	800.00	4,000.00	58.33
101-215-715.000	WAGES - PHYSICAL FITNESS	500.00	500.00	0.00	0.00	500.00	0.00
101-215-717.000	COSTS - MERS CONTRIBUTION	21,118.00	21,118.00	10,554.00	1,759.00	10,564.00	49.98
101-215-723.000	COSTS - RETIREE HEALTH CARE	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
101-215-723.001	COSTS - RETIREE HEALTH STIPEND	0.00	0.00	1,500.00	250.00	(1,500.00)	100.00
101-215-725.000	COSTS - LIFE INSURANCE	381.00	381.00	305.62	43.66	75.38	80.22
101-215-726.000	COSTS - WORKERS COMPENSATION	527.00	527.00	279.19	72.53	247.81	52.98
101-215-752.000	SUPPLIES - OPERATING	3,350.00	3,350.00	1,457.07	15.99	1,892.93	43.49
101-215-791.000	SUBSCRIPTIONS & PUBLICATIONS	190.00	190.00	0.00	0.00	190.00	0.00
101-215-900.000	PRINTING & PUBLISHING	5,000.00	5,000.00	2,503.70	411.00	2,496.30	50.07
101-215-913.000	TRAVEL & TRAINING	5,700.00	5,700.00	3,264.71	446.44	2,435.29	57.28
101-215-915.000	MEMBERSHIPS & DUES	580.00	580.00	270.00	50.00	310.00	46.55
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	8,386.02	172.84	1,033.98	89.02
101-215-983.000	LEASE PURCHASE	3,382.00	3,382.00	1,690.56	845.28	1,691.44	49.99
101-215-985.000	CAPITAL OUTLAY	2,250.00	2,250.00	1,585.00	0.00	665.00	70.44

PERIOD ENDING 12/31/2019

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		ORIGINAL BUDGET	AMENDED BUDGET	12/31/2019 NORM (ABNORM)	MONTH 12/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 101 - GENERAL FUND							
Expenditures							
Total Dept 215 - CLERK		185,756.00	185,756.00	93,426.42	14,154.52	92,329.58	50.30
Dept 247 - BOARD OF REVIEW							
101-247-704.000	WAGES - PART-TIME	2,000.00	2,000.00	250.00	150.00	1,750.00	12.50
101-247-709.000	COSTS - SOCIAL SECURITY	124.00	124.00	15.50	9.30	108.50	12.50
101-247-711.000	COSTS - MEDICARE	29.00	29.00	3.63	2.17	25.37	12.52
101-247-726.000	COSTS - WORKERS COMPENSATION	9.00	9.00	1.51	1.11	7.49	16.78
101-247-900.000	PRINTING & PUBLISHING	500.00	500.00	91.50	30.50	408.50	18.30
101-247-913.000	TRAVEL & TRAINING	500.00	500.00	0.00	0.00	500.00	0.00
Total Dept 247 - BOARD OF REVIEW		3,162.00	3,162.00	362.14	193.08	2,799.86	11.45
Dept 253 - FINANCE / TREASURER							
101-253-702.000	WAGES - FULL TIME	210,591.00	210,591.00	98,799.76	15,980.24	111,791.24	46.92
101-253-708.000	COSTS - SUTA	68.00	68.00	12.16	7.60	55.84	17.88
101-253-709.000	COSTS - SOCIAL SECURITY	13,460.00	13,460.00	6,518.78	970.31	6,941.22	48.43
101-253-711.000	COSTS - MEDICARE	3,148.00	3,148.00	1,524.56	226.93	1,623.44	48.43
101-253-712.000	COSTS - IN LIEU OF BC/BS	4,800.00	4,800.00	2,400.00	0.00	2,400.00	50.00
101-253-713.000	WAGES - OVERTIME	200.00	200.00	0.00	0.00	200.00	0.00
101-253-715.000	WAGES - PHYSICAL FITNESS	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
101-253-716.000	COSTS - ICMA CONTRIBUTION	0.00	0.00	486.14	303.84	(486.14)	100.00
101-253-717.000	COSTS - MERS CONTRIBUTION	16,894.00	16,894.00	8,448.00	1,408.00	8,446.00	50.01
101-253-718.000	COSTS - HEALTH INSURANCE	28,193.00	28,193.00	11,880.86	1,913.30	16,312.14	42.14
101-253-718.001	COSTS - HSA CONTRIBUTION	6,000.00	6,000.00	5,500.00	0.00	500.00	91.67
101-253-718.002	COSTS - DENTAL INSURANCE	1,647.00	1,647.00	667.33	107.63	979.67	40.52
101-253-718.003	COSTS - VISION / ANCILLIARY	425.00	425.00	161.43	30.08	263.57	37.98
101-253-723.000	COSTS - RETIREE HEALTH CARE	0.00	0.00	51.68	0.00	(51.68)	100.00
101-253-725.000	COSTS - LIFE INSURANCE	611.00	611.00	471.24	64.68	139.76	77.13
101-253-726.000	COSTS - WORKERS COMPENSATION	1,003.00	1,003.00	536.75	137.78	466.25	53.51
101-253-752.000	SUPPLIES - OPERATING	4,500.00	4,000.00	1,953.39	239.28	2,046.61	48.83
101-253-791.000	SUBSCRIPTIONS & PUBLICATIONS	1,570.00	1,570.00	725.00	0.00	845.00	46.18
101-253-801.000	PROFESSIONAL & CONSULTING SER	27,300.00	27,300.00	11,625.00	1,000.00	15,675.00	42.58
101-253-900.000	PRINTING & PUBLISHING	1,000.00	600.00	475.65	0.00	124.35	79.28
101-253-913.000	TRAVEL & TRAINING	5,500.00	5,500.00	5,329.88	99.00	170.12	96.91
101-253-915.000	MEMBERSHIPS & DUES	940.00	940.00	635.00	0.00	305.00	67.55
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	10,770.00	10,770.00	11,372.16	100.99	(602.16)	105.59
101-253-985.000	CAPITAL OUTLAY	1,800.00	2,700.00	2,663.98	0.00	36.02	98.67
Total Dept 253 - FINANCE / TREASURER		342,420.00	342,420.00	172,238.75	22,589.66	170,181.25	50.30
Dept 257 - ASSESSOR							
101-257-717.000	COSTS - MERS CONTRIBUTION	8,447.00	8,447.00	4,224.00	704.00	4,223.00	50.01
101-257-752.000	SUPPLIES - OPERATING	300.00	300.00	133.50	0.00	166.50	44.50
101-257-801.000	PROFESSIONAL & CONSULTING SER	83,304.00	83,304.00	40,152.00	6,692.00	43,152.00	48.20
101-257-931.000	REPAIRS/MAINT - EQUIPMENT	200.00	200.00	0.00	0.00	200.00	0.00
101-257-933.000	SOFTWARE AGREE / COPIER MAINT	3,680.00	3,680.00	2,207.48	63.80	1,472.52	59.99
101-257-985.000	CAPITAL OUTLAY	1,100.00	1,100.00	780.00	0.00	320.00	70.91
Total Dept 257 - ASSESSOR		97,031.00	97,031.00	47,496.98	7,459.80	49,534.02	48.95

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Fund 101 - GENERAL FUND							
Expenditures							
Dept 262 - ELECTIONS							
101-262-704.000	WAGES - PART-TIME	6,690.00	6,690.00	1,903.50	0.00	4,786.50	28.45
101-262-726.000	COSTS - WORKERS COMPENSATION	32.00	32.00	9.86	2.18	22.14	30.81
101-262-752.000	SUPPLIES - OPERATING	3,800.00	3,800.00	2,627.03	0.00	1,172.97	69.13
101-262-801.000	PROFESSIONAL & CONSULTING SER	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
101-262-900.000	PRINTING & PUBLISHING	3,450.00	3,450.00	0.00	0.00	3,450.00	0.00
Total Dept 262 - ELECTIONS		15,972.00	15,972.00	4,540.39	2.18	11,431.61	28.43
Dept 265 - CITY HALL BUILDINGS & GROUNDS							
101-265-702.000	WAGES - FULL TIME	54,066.00	54,066.00	24,953.49	4,158.92	29,112.51	46.15
101-265-708.000	COSTS - SUTA	23.00	23.00	0.00	0.00	23.00	0.00
101-265-709.000	COSTS - SOCIAL SECURITY	3,557.00	3,557.00	1,584.45	244.61	1,972.55	44.54
101-265-711.000	COSTS - MEDICARE	832.00	832.00	370.55	57.20	461.45	44.54
101-265-713.000	WAGES - OVERTIME	300.00	300.00	38.99	0.00	261.01	13.00
101-265-717.000	COSTS - MERS CONTRIBUTION	4,224.00	4,224.00	2,112.00	352.00	2,112.00	50.00
101-265-718.000	COSTS - HEALTH INSURANCE	11,193.00	11,193.00	6,431.18	918.74	4,761.82	57.46
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	659.00	659.00	364.36	51.68	294.64	55.29
101-265-718.003	COSTS - VISION / ANCILLIARY	119.00	119.00	58.14	9.69	60.86	48.86
101-265-724.000	COSTS - VEHICLE ALLOWANCE	3,000.00	3,000.00	1,250.00	250.00	1,750.00	41.67
101-265-725.000	COSTS - LIFE INSURANCE	111.00	111.00	64.68	9.24	46.32	58.27
101-265-726.000	COSTS - WORKERS COMPENSATION	257.00	257.00	1,342.54	329.04	(1,085.54)	522.39
101-265-752.000	SUPPLIES - OPERATING	7,000.00	7,000.00	2,615.36	187.56	4,384.64	37.36
101-265-801.000	PROFESSIONAL & CONSULTING SER	2,900.00	2,900.00	1,215.30	150.00	1,684.70	41.91
101-265-850.000	COMMUNICATIONS - PHONE	8,600.00	8,600.00	3,135.57	615.34	5,464.43	36.46
101-265-913.000	TRAVEL & TRAINING	500.00	500.00	0.00	0.00	500.00	0.00
101-265-915.000	MEMBERSHIPS & DUES	150.00	150.00	0.00	0.00	150.00	0.00
101-265-918.000	UTILITIES - WATER	2,850.00	2,850.00	2,024.54	161.41	825.46	71.04
101-265-920.000	UTILITIES - ELECTRIC	24,000.00	24,000.00	13,019.28	1,554.25	10,980.72	54.25
101-265-921.000	UTILITIES - NATURAL GAS	4,000.00	4,000.00	1,383.34	450.36	2,616.66	34.58
101-265-930.000	REPAIRS/MAINT - BUILDINGS/LAN	29,500.00	29,500.00	22,555.52	3,036.57	6,944.48	76.46
101-265-931.000	REPAIRS/MAINT - EQUIPMENT	1,200.00	1,200.00	0.00	0.00	1,200.00	0.00
101-265-933.000	SOFTWARE AGREE / COPIER MAINT	150.00	150.00	150.00	0.00	0.00	100.00
101-265-985.000	CAPITAL OUTLAY	3,000.00	3,000.00	1,309.98	0.00	1,690.02	43.67
Total Dept 265 - CITY HALL BUILDINGS & GROUNDS		165,191.00	165,191.00	88,979.27	12,536.61	76,211.73	53.86
Dept 275 - GENERAL							
101-275-752.000	SUPPLIES - OPERATING	1,000.00	1,000.00	457.42	0.00	542.58	45.74
101-275-801.000	PROFESSIONAL & CONSULTING SER	34,200.00	34,200.00	27,862.64	9,565.00	6,337.36	81.47
101-275-802.000	ATTORNEY	56,000.00	56,000.00	22,392.00	8,955.00	33,608.00	39.99
101-275-804.000	ATTORNEY - LABOR	20,000.00	20,000.00	4,902.30	4,492.75	15,097.70	24.51
101-275-805.000	ATTORNEY - TAX APPEALS	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
101-275-806.000	ATTORNEY - PROSECUTING ATTY	12,500.00	12,500.00	6,858.50	2,010.25	5,641.50	54.87
101-275-807.000	ATTORNEY - LITIGATION\PROJECTS	7,000.00	7,000.00	1,548.00	1,548.00	5,452.00	22.11
101-275-851.000	POSTAGE	29,000.00	29,000.00	14,048.16	3,147.10	14,951.84	48.44
101-275-852.000	COMMUNICATIONS - DATA\INTERNE	5,000.00	5,000.00	5,045.18	51.38	(45.18)	100.90
101-275-853.000	COMMUNICATIONS - CELL PHONES	12,000.00	12,000.00	5,568.01	936.96	6,431.99	46.40
101-275-920.001	UTILITIES - ELECTRIC STR LIGH	115,000.00	115,000.00	51,002.42	10,129.31	63,997.58	44.35
101-275-933.000	SOFTWARE AGREE / COPIER MAINT	750.00	750.00	1,432.35	793.20	(681.35)	190.98

PERIOD ENDING 12/31/2019

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

GL NUMBER	DESCRIPTION	2019-20	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	12/31/2019 NORM (ABNORM)	MONTH 12/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 101 - GENERAL FUND							
Expenditures							
101-275-935.000	INSURANCE	87,000.00	87,000.00	85,950.17	0.00	1,049.83	98.79
101-275-940.000	RENT	1,700.00	1,700.00	1,684.37	663.68	15.63	99.08
101-275-946.000	ENGINEERING SERVICES	12,000.00	12,000.00	7,200.00	2,400.00	4,800.00	60.00
101-275-955.000	MISCELLANEOUS EXPENSE	0.00	0.00	99.05	99.05	(99.05)	100.00
101-275-959.000	BAD DEBT	500.00	500.00	0.00	0.00	500.00	0.00
101-275-960.000	BANK CHARGES	6,500.00	6,500.00	1,941.40	67.99	4,558.60	29.87
101-275-964.000	REFUNDS	500.00	500.00	0.00	0.00	500.00	0.00
101-275-984.000	COMPUTER HARDWARE & SOFTWARE	6,000.00	6,000.00	3,510.89	0.00	2,489.11	58.51
101-275-995.000	TRANSFERS OUT	75,616.00	165,616.00	5,616.00	0.00	160,000.00	3.39
Total Dept 275 - GENERAL		487,266.00	577,266.00	247,118.86	44,859.67	330,147.14	42.81
Dept 301 - POLICE							
101-301-702.000	WAGES - FULL TIME	687,135.00	687,135.00	310,003.91	52,348.71	377,131.09	45.12
101-301-704.000	WAGES - PART-TIME	32,615.00	32,615.00	10,186.00	1,605.00	22,429.00	31.23
101-301-708.000	COSTS - SUTA	304.00	304.00	1.34	0.00	302.66	0.44
101-301-709.000	COSTS - SOCIAL SECURITY	1,092.00	1,092.00	631.53	99.51	460.47	57.83
101-301-711.000	COSTS - MEDICARE	10,778.00	10,778.00	6,282.82	1,028.65	4,495.18	58.29
101-301-712.000	COSTS - IN LIEU OF BC/BS	16,282.00	16,282.00	9,519.74	1,354.92	6,762.26	58.47
101-301-713.000	WAGES - OVERTIME	36,000.00	36,000.00	35,368.16	5,031.27	631.84	98.24
101-301-713.002	WAGES - OT UNDERAGE DRINKING GRANT	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
101-301-715.000	WAGES - PHYSICAL FITNESS	6,500.00	6,500.00	127.50	0.00	6,372.50	1.96
101-301-717.000	COSTS - MERS CONTRIBUTION	171,496.00	171,496.00	89,056.97	14,526.50	82,439.03	51.93
101-301-718.000	COSTS - HEALTH INSURANCE	104,986.00	104,986.00	52,225.32	7,460.76	52,760.68	49.75
101-301-718.001	COSTS - HSA CONTRIBUTION	22,500.00	22,500.00	21,000.00	0.00	1,500.00	93.33
101-301-718.002	COSTS - DENTAL INSURANCE	6,478.00	6,478.00	3,149.79	449.97	3,328.21	48.62
101-301-718.003	COSTS - VISION / ANCILLIARY	1,610.00	1,610.00	707.89	117.98	902.11	43.97
101-301-721.000	COSTS - UNIFORM/CLEANING ALLO	10,900.00	10,900.00	3,582.64	1,663.45	7,317.36	32.87
101-301-723.000	COSTS - RETIREE HEALTH CARE	4,500.00	4,500.00	0.00	0.00	4,500.00	0.00
101-301-723.001	COSTS - RETIREE HEALTH STIPEND	0.00	0.00	2,250.00	250.00	(2,250.00)	100.00
101-301-725.000	COSTS - LIFE INSURANCE	2,179.00	2,179.00	1,228.94	175.56	950.06	56.40
101-301-726.000	COSTS - WORKERS COMPENSATION	21,857.00	21,857.00	12,857.91	3,304.92	8,999.09	58.83
101-301-727.000	WAGES - HOL/VAC/SICK SELBACK	25,000.00	25,000.00	24,951.15	13,074.47	48.85	99.80
101-301-752.000	SUPPLIES - OPERATING	9,200.00	9,200.00	4,921.65	896.94	4,278.35	53.50
101-301-770.000	VEHICLE GAS / DIESEL	17,300.00	17,300.00	9,246.67	1,508.84	8,053.33	53.45
101-301-791.000	SUBSCRIPTIONS & PUBLICATIONS	100.00	100.00	0.00	0.00	100.00	0.00
101-301-801.000	PROFESSIONAL & CONSULTING SER	2,250.00	3,250.00	2,507.76	0.00	742.24	77.16
101-301-873.000	EDUCATION/TUITION REIMBURSE.	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
101-301-900.000	PRINTING & PUBLISHING	850.00	850.00	90.00	30.00	760.00	10.59
101-301-913.000	TRAVEL & TRAINING	11,550.00	10,550.00	4,548.39	255.00	6,001.61	43.11
101-301-915.000	MEMBERSHIPS & DUES	760.00	760.00	115.00	115.00	645.00	15.13
101-301-931.000	REPAIRS/MAINT - EQUIPMENT	1,800.00	1,800.00	276.24	144.00	1,523.76	15.35
101-301-932.000	REPAIRS/MAINT - VEHICLES	6,800.00	6,800.00	3,520.94	1,047.53	3,279.06	51.78
101-301-933.000	SOFTWARE AGREE / COPIER MAINT	6,600.00	6,600.00	4,408.89	388.48	2,191.11	66.80
101-301-957.000	MOTOR POOL	50,000.00	50,000.00	24,000.00	4,000.00	26,000.00	48.00
101-301-983.000	LEASE PURCHASE	315.00	315.00	117.98	0.00	197.02	37.45
101-301-985.000	CAPITAL OUTLAY	7,000.00	7,000.00	2,808.03	0.00	4,191.97	40.11
Total Dept 301 - POLICE		1,284,737.00	1,284,737.00	639,693.16	110,877.46	645,043.84	49.79

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

GL NUMBER	DESCRIPTION	2019-20	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	12/31/2019 NORM (ABNORM)	MONTH 12/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 101 - GENERAL FUND							
Expenditures							
101-336-702.000	WAGES - FULL TIME	453,700.00	453,700.00	204,738.36	36,449.84	248,961.64	45.13
101-336-708.000	COSTS - SUTA	191.00	191.00	23.07	11.56	167.93	12.08
101-336-711.000	COSTS - MEDICARE	6,378.00	6,378.00	4,507.26	1,061.87	1,870.74	70.67
101-336-712.000	COSTS - IN LIEU OF BC/BS	6,682.00	8,182.00	7,902.30	959.00	279.70	96.58
101-336-713.000	WAGES - OVERTIME	38,000.00	38,000.00	33,976.82	1,288.66	4,023.18	89.41
101-336-713.005	WAGES - OT FF PA 604	5,000.00	5,000.00	3,247.53	888.09	1,752.47	64.95
101-336-715.000	WAGES - PHYSICAL FITNESS	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00
101-336-717.000	COSTS - MERS CONTRIBUTION	155,353.00	155,353.00	79,480.30	13,194.50	75,872.70	51.16
101-336-718.000	COSTS - HEALTH INSURANCE	98,676.00	97,176.00	41,658.48	6,943.08	55,517.52	42.87
101-336-718.001	COSTS - HSA CONTRIBUTION	24,000.00	24,000.00	19,875.00	1,875.00	4,125.00	82.81
101-336-718.002	COSTS - DENTAL INSURANCE	6,917.00	6,917.00	2,551.27	419.83	4,365.73	36.88
101-336-718.003	COSTS - VISION / ANCILLIARY	1,761.00	1,761.00	590.91	112.97	1,170.09	33.56
101-336-721.000	COSTS - UNIFORM/CLEANING ALLO	8,000.00	8,000.00	3,651.27	3,195.02	4,348.73	45.64
101-336-722.000	COSTS - FOOD ALLOWANCE	6,560.00	6,560.00	740.23	512.48	5,819.77	11.28
101-336-723.000	COSTS - RETIREE HEALTH CARE	10,500.00	10,500.00	0.00	0.00	10,500.00	0.00
101-336-723.001	COSTS - RETIREE HEALTH STIPEND	0.00	0.00	5,000.00	750.00	(5,000.00)	100.00
101-336-725.000	COSTS - LIFE INSURANCE	1,514.00	1,514.00	972.77	133.98	541.23	64.25
101-336-726.000	COSTS - WORKERS COMPENSATION	22,108.00	22,108.00	14,159.08	4,640.44	7,948.92	64.05
101-336-727.000	WAGES - HOL/VAC/SICK SELLBACK	38,000.00	38,000.00	44,331.36	35,264.99	(6,331.36)	116.66
101-336-752.000	SUPPLIES - OPERATING	7,000.00	9,046.00	6,353.70	364.42	2,692.30	70.24
101-336-770.000	VEHICLE GAS / DIESEL	7,200.00	7,200.00	3,419.62	530.58	3,780.38	47.49
101-336-777.000	SUPPLIES - MEDICAL	18,400.00	18,400.00	10,582.69	1,918.94	7,817.31	57.51
101-336-780.000	FIRE PREVENTION	1,500.00	1,500.00	1,393.75	0.00	106.25	92.92
101-336-791.000	SUBSCRIPTIONS & PUBLICATIONS	700.00	700.00	2,482.00	0.00	(1,782.00)	354.57
101-336-801.000	PROFESSIONAL & CONSULTING SER	26,875.00	26,875.00	12,605.49	2,216.09	14,269.51	46.90
101-336-873.000	EDUCATION/TUITION REIMBURSE.	5,000.00	5,000.00	621.00	621.00	4,379.00	12.42
101-336-900.000	PRINTING & PUBLISHING	1,000.00	1,000.00	361.00	0.00	639.00	36.10
101-336-913.000	TRAVEL & TRAINING	8,300.00	9,800.00	10,411.75	520.74	(611.75)	106.24
101-336-915.000	MEMBERSHIPS & DUES	710.00	710.00	1,500.00	1,500.00	(790.00)	211.27
101-336-918.000	UTILITIES - WATER	1,650.00	1,650.00	1,432.66	536.19	217.34	86.83
101-336-920.000	UTILITIES - ELECTRIC	5,250.00	5,250.00	2,196.72	397.55	3,053.28	41.84
101-336-921.000	UTILITIES - NATURAL GAS	3,500.00	3,500.00	932.03	429.20	2,567.97	26.63
101-336-930.000	REPAIRS/MAINT - BUILDINGS/LAN	4,000.00	4,000.00	1,827.84	665.89	2,172.16	45.70
101-336-931.000	REPAIRS/MAINT - EQUIPMENT	7,560.00	7,560.00	4,886.26	2,196.95	2,673.74	64.63
101-336-932.000	REPAIRS/MAINT - VEHICLES	8,250.00	8,250.00	6,512.91	2,513.85	1,737.09	78.94
101-336-933.000	SOFTWARE AGREE / COPIER MAINT	3,750.00	3,750.00	2,064.50	270.00	1,685.50	55.05
101-336-942.000	HYDRANT RENTAL	21,600.00	21,600.00	10,800.00	0.00	10,800.00	50.00
101-336-957.000	MOTOR POOL	76,000.00	76,000.00	37,999.98	6,333.33	38,000.02	50.00
101-336-983.000	LEASE PURCHASE	315.00	315.00	39.32	0.00	275.68	12.48
101-336-985.000	CAPITAL OUTLAY	9,100.00	7,600.00	0.00	0.00	7,600.00	0.00
Total Dept 336 - FIRE		1,105,000.00	1,107,046.00	585,829.23	128,716.04	521,216.77	52.92
Dept 441 - PUBLIC WORKS							
101-441-702.000	WAGES - FULL TIME	629,302.00	629,302.00	305,671.19	51,288.27	323,630.81	48.57
101-441-704.000	WAGES - PART-TIME	18,000.00	18,000.00	11,270.00	0.00	6,730.00	62.61
101-441-708.000	COSTS - SUTA	360.00	360.00	30.50	0.00	329.50	8.47
101-441-709.000	COSTS - SOCIAL SECURITY	43,929.00	43,929.00	22,627.27	3,802.91	21,301.73	51.51
101-441-711.000	COSTS - MEDICARE	10,274.00	10,274.00	5,291.87	889.40	4,982.13	51.51
101-441-712.000	COSTS - IN LIEU OF BC/BS	14,400.00	14,400.00	5,600.00	800.00	8,800.00	38.89
101-441-713.000	WAGES - OVERTIME	29,000.00	29,000.00	19,088.98	3,963.23	9,911.02	65.82
101-441-713.001	2E STANDBY PAY	16,831.00	16,831.00	7,988.32	1,294.72	8,842.68	47.46
101-441-715.000	WAGES - PHYSICAL FITNESS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00

PERIOD ENDING 12/31/2019

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

GL NUMBER	DESCRIPTION	2019-20	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	12/31/2019 NORM (ABNORM)	MONTH 12/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 101 - GENERAL FUND							
Expenditures							
101-441-716.000	COSTS - ICMA CONTRIBUTION	2,804.00	2,804.00	1,572.76	353.46	1,231.24	56.09
101-441-717.000	COSTS - MERS CONTRIBUTION	46,362.00	46,362.00	24,030.02	4,010.21	22,331.98	51.83
101-441-718.000	COSTS - HEALTH INSURANCE	124,470.00	124,470.00	79,241.06	10,996.10	45,228.94	63.66
101-441-718.001	COSTS - HSA CONTRIBUTION	33,000.00	33,000.00	33,000.00	0.00	0.00	100.00
101-441-718.002	COSTS - DENTAL INSURANCE	9,114.00	9,114.00	4,461.10	637.30	4,652.90	48.95
101-441-718.003	COSTS - VISION / ANCILLIARY	2,213.00	2,213.00	934.44	155.74	1,278.56	42.23
101-441-721.000	COSTS - UNIFORM/CLEANING ALLO	7,000.00	7,000.00	3,852.85	426.79	3,147.15	55.04
101-441-723.000	COSTS - RETIREE HEALTH CARE	10,250.00	10,250.00	543.04	500.00	9,706.96	5.30
101-441-723.001	COSTS - RETIREE HEALTH STIPEND	0.00	0.00	3,000.00	0.00	(3,000.00)	100.00
101-441-725.000	COSTS - LIFE INSURANCE	1,812.00	1,812.00	1,164.24	166.32	647.76	64.25
101-441-726.000	COSTS - WORKERS COMPENSATION	48,358.00	48,358.00	25,933.69	7,062.28	22,424.31	53.63
101-441-727.000	WAGES - HOL/VAC/SICK SELLBACK	40,000.00	40,000.00	7,012.90	7,012.90	32,987.10	17.53
101-441-752.000	SUPPLIES - OPERATING	19,500.00	19,500.00	9,271.36	2,175.74	10,228.64	47.55
101-441-770.000	VEHICLE GAS / DIESEL	50,000.00	50,000.00	23,756.87	5,587.38	26,243.13	47.51
101-441-791.000	SUBSCRIPTIONS & PUBLICATIONS	200.00	200.00	0.00	0.00	200.00	0.00
101-441-801.000	PROFESSIONAL & CONSULTING SER	6,500.00	6,500.00	295.00	0.00	6,205.00	4.54
101-441-850.000	COMMUNICATIONS - PHONE	500.00	500.00	239.94	39.99	260.06	47.99
101-441-888.000	TREE COMMISSION	500.00	500.00	0.00	0.00	500.00	0.00
101-441-900.000	PRINTING & PUBLISHING	1,500.00	1,500.00	977.90	0.00	522.10	65.19
101-441-913.000	TRAVEL & TRAINING	2,000.00	2,000.00	129.99	0.00	1,870.01	6.50
101-441-915.000	MEMBERSHIPS & DUES	350.00	350.00	247.00	0.00	103.00	70.57
101-441-918.000	UTILITIES - WATER	2,200.00	2,200.00	409.12	60.36	1,790.88	18.60
101-441-920.000	UTILITIES - ELECTRIC	15,300.00	15,300.00	6,367.24	1,302.44	8,932.76	41.62
101-441-921.000	UTILITIES - NATURAL GAS	18,500.00	18,500.00	3,257.77	2,158.08	15,242.23	17.61
101-441-930.000	REPAIRS/MAINT - BUILDINGS/LAN	15,000.00	15,000.00	3,483.83	0.00	11,516.17	23.23
101-441-931.000	REPAIRS/MAINT - EQUIPMENT	16,000.00	16,000.00	10,262.50	2,655.69	5,737.50	64.14
101-441-932.000	REPAIRS/MAINT - VEHICLES	50,000.00	50,000.00	9,850.54	5,523.28	40,149.46	19.70
101-441-933.000	SOFTWARE AGREE / COPIER MAINT	2,750.00	2,750.00	2,081.07	237.81	668.93	75.68
101-441-954.000	CHRISTMAS DECORATIONS	6,000.00	6,000.00	2,681.67	2,102.37	3,318.33	44.69
101-441-957.000	MOTOR POOL	90,000.00	90,000.00	45,000.00	7,500.00	45,000.00	50.00
101-441-985.000	CAPITAL OUTLAY	2,300.00	2,300.00	1,151.00	0.00	1,149.00	50.04
Total Dept 441 - PUBLIC WORKS		1,387,579.00	1,387,579.00	681,777.03	122,702.77	705,801.97	49.13
Dept 701 - PLANNING & ZONING							
101-701-717.000	COSTS - MERS CONTRIBUTION	12,671.00	12,671.00	6,336.00	1,056.00	6,335.00	50.00
101-701-723.000	COSTS - RETIREE HEALTH CARE	3,000.00	3,000.00	469.06	250.00	2,530.94	15.64
101-701-723.001	COSTS - RETIREE HEALTH STIPEND	0.00	0.00	1,500.00	0.00	(1,500.00)	100.00
101-701-726.000	COSTS - WORKERS COMPENSATION	0.00	0.00	19.81	19.81	(19.81)	100.00
101-701-801.000	PROFESSIONAL & CONSULTING SERV	71,050.00	71,050.00	53,550.00	0.00	17,500.00	75.37
101-701-884.000	HISTORIC DISTRICT COMMISSION	600.00	600.00	24.50	0.00	575.50	4.08
101-701-887.000	PLANNING COMMISSION	1,500.00	1,500.00	535.10	30.00	964.90	35.67
101-701-889.000	ZONING BOARD OF APPEALS	500.00	500.00	140.50	0.00	359.50	28.10
101-701-900.000	PRINTING & PUBLISHING	100.00	100.00	512.00	0.00	(412.00)	512.00
101-701-933.000	SOFTWARE AGREE / COPIER MAINT	1,200.00	1,200.00	1,736.10	22.91	(536.10)	144.68
Total Dept 701 - PLANNING & ZONING		90,621.00	90,621.00	64,823.07	1,378.72	25,797.93	71.53
Dept 751 - PARKS & RECREATION							
101-751-702.000	WAGES - FULL TIME	92,830.00	92,830.00	42,220.37	7,140.81	50,609.63	45.48
101-751-704	Council Agenda Packet PART-TIME	56,000.00	56,000.00	35,623.63	0.00	20,376.37	63.61

User: ebradford

DB: Manistee

PERIOD ENDING 12/31/2019

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

GL NUMBER	DESCRIPTION	2019-20	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	12/31/2019 NORM (ABNORM)	MONTH 12/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 101 - GENERAL FUND							
Expenditures							
101-751-708.000	COSTS - SUTA	185.00	185.00	97.31	0.00	87.69	52.60
101-751-709.000	COSTS - SOCIAL SECURITY	9,816.00	9,816.00	5,788.73	523.79	4,027.27	58.97
101-751-711.000	COSTS - MEDICARE	2,296.00	2,296.00	1,353.83	122.50	942.17	58.96
101-751-713.000	WAGES - OVERTIME	8,500.00	8,500.00	6,425.35	828.07	2,074.65	75.59
101-751-713.001	WAGES - 2E STANDBY PAY	500.00	500.00	0.00	0.00	500.00	0.00
101-751-715.000	WAGES - PHYSICAL FITNESS	500.00	500.00	0.00	0.00	500.00	0.00
101-751-717.000	COSTS - MERS CONTRIBUTION	8,054.00	8,054.00	4,026.68	671.17	4,027.32	50.00
101-751-718.000	COSTS - HEALTH INSURANCE	25,290.00	25,290.00	14,531.44	2,075.92	10,758.56	57.46
101-751-718.001	COSTS - HSA CONTRIBUTION	4,500.00	4,500.00	6,000.00	0.00	(1,500.00)	133.33
101-751-718.002	COSTS - DENTAL INSURANCE	1,482.00	1,482.00	813.89	116.27	668.11	54.92
101-751-718.003	COSTS - VISION / ANCILLIARY	331.00	331.00	162.42	27.07	168.58	49.07
101-751-721.000	COSTS - UNIFORM/CLEANING ALLO	1,200.00	1,200.00	544.42	0.00	655.58	45.37
101-751-723.000	COSTS - RETIREE HEALTH CARE	1,500.00	1,500.00	490.58	250.00	1,009.42	32.71
101-751-723.001	COSTS - RETIREE HEALTH STIPEND	0.00	0.00	1,500.00	0.00	(1,500.00)	100.00
101-751-725.000	COSTS - LIFE INSURANCE	222.00	222.00	129.36	18.48	92.64	58.27
101-751-726.000	COSTS - WORKERS COMPENSATION	5,021.00	5,021.00	3,529.19	584.52	1,491.81	70.29
101-751-727.000	WAGES - HOL/VAC/SICK SELLBACK	1,000.00	1,000.00	936.36	936.36	63.64	93.64
101-751-752.000	SUPPLIES - OPERATING	24,000.00	24,000.00	10,217.99	1,495.37	13,782.01	42.57
101-751-770.000	VEHICLE GAS / DIESEL	8,600.00	8,600.00	3,703.71	611.10	4,896.29	43.07
101-751-801.000	PROFESSIONAL & CONSULTING SER	1,000.00	1,000.00	4,857.80	0.00	(3,857.80)	485.78
101-751-850.000	COMMUNICATIONS - PHONE	1,000.00	1,000.00	439.89	39.99	560.11	43.99
101-751-883.000	HARBOR COMMISSION	100.00	100.00	76.00	76.00	24.00	76.00
101-751-886.000	PARKS COMMISSION	800.00	800.00	125.99	23.99	674.01	15.75
101-751-900.000	PRINTING & PUBLISHING	1,000.00	1,000.00	228.60	0.00	771.40	22.86
101-751-913.000	TRAVEL & TRAINING	1,000.00	1,000.00	50.00	0.00	950.00	5.00
101-751-918.000	UTILITIES - WATER	22,000.00	22,000.00	12,871.80	523.35	9,128.20	58.51
101-751-920.000	UTILITIES - ELECTRIC	23,000.00	23,000.00	15,944.25	3,260.10	7,055.75	69.32
101-751-921.000	UTILITIES - NATURAL GAS	1,000.00	1,000.00	289.34	81.55	710.66	28.93
101-751-930.000	REPAIRS/MAINT - BUILDINGS/LAN	34,800.00	97,800.00	91,570.79	1,913.79	6,229.21	93.63
101-751-931.000	REPAIRS/MAINT - EQUIPMENT	25,000.00	25,000.00	1,256.46	273.07	23,743.54	5.03
101-751-932.000	REPAIRS/MAINT - VEHICLES	2,500.00	2,500.00	1,383.81	159.99	1,116.19	55.35
101-751-957.000	MOTOR POOL	19,000.00	19,000.00	9,499.98	1,583.33	9,500.02	50.00
101-751-985.000	CAPITAL OUTLAY	11,000.00	11,000.00	0.00	0.00	11,000.00	0.00
Total Dept 751 - PARKS & RECREATION		395,027.00	458,027.00	276,689.97	23,336.59	181,337.03	60.41
Dept 801 - APPROPRIATIONS							
101-801-890.000	ALTERNATIVES FOR AREA YOUTH	13,000.00	13,000.00	6,500.00	0.00	6,500.00	50.00
101-801-892.000	ECONOMIC DEVELOPMENT	20,000.00	20,000.00	20,000.00	5,000.00	0.00	100.00
101-801-893.500	MAPS PAINE POOL	40,000.00	40,000.00	10,000.00	0.00	30,000.00	25.00
101-801-894.000	MANISTEE RECREATION ASSOC.	27,000.00	27,000.00	13,500.00	0.00	13,500.00	50.00
101-801-894.500	MANISTEE SAINTS	2,000.00	2,000.00	2,000.00	0.00	0.00	100.00
101-801-895.000	MAN. CO. HISTORICAL MUSEUM	10,000.00	10,000.00	5,000.00	0.00	5,000.00	50.00
101-801-897.000	RAMSDELL REGIONAL CENTER FOR	50,000.00	50,000.00	25,000.00	0.00	25,000.00	50.00
Total Dept 801 - APPROPRIATIONS		162,000.00	162,000.00	82,000.00	5,000.00	80,000.00	50.62
Dept 905 - DEBT SERVICE							
101-905-991.006	2010 DDA REFUNDING - PRINCIPA	135,000.00	135,000.00	135,000.00	0.00	0.00	100.00
101-905-991.008	2013 CI REFUNDING - PRINCIPAL	210,000.00	210,000.00	210,000.00	0.00	0.00	100.00
101-905-992	Council Agenda Packet REFUNDING - INTEREST	2,700.00	2,700.00	2,700.00	0.00	0.00	100.00

PERIOD ENDING 12/31/2019

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GL NUMBER	DESCRIPTION	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 12/31/2019 NORM (ABNORM)	ACTIVITY FOR MONTH 12/31/19 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 101 - GENERAL FUND							
Expenditures							
101-905-992.108	2013 CI REFUNDING - INTEREST	25,600.00	25,600.00	13,850.00	0.00	11,750.00	54.10
Total Dept 905 - DEBT SERVICE		373,300.00	373,300.00	361,550.00	0.00	11,750.00	96.85
TOTAL EXPENDITURES		6,370,335.00	6,526,881.00	3,478,441.08	518,430.43	3,048,439.92	53.29
Fund 101 - GENERAL FUND:							
TOTAL REVENUES		6,355,335.00	6,357,381.00	4,521,384.43	286,453.59	1,835,996.57	71.12
TOTAL EXPENDITURES		6,370,335.00	6,526,881.00	3,478,441.08	518,430.43	3,048,439.92	53.29
NET OF REVENUES & EXPENDITURES		(15,000.00)	(169,500.00)	1,042,943.35	(231,976.84)	(1,212,443.35)	615.31

PERIOD ENDING 12/31/2019

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GL NUMBER	DESCRIPTION	2019-20	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	12/31/2019 NORM (ABNORM)	MONTH 12/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 202 - MAJOR STREET FUND							
Revenues							
Dept 000							
202-000-540.000	STATE GRANT - OTHER	195,000.00	195,000.00	0.00	0.00	195,000.00	0.00
202-000-546.001	STATE GRANT - ACT 51 REVENUE	672,516.00	672,516.00	224,703.35	53,815.48	447,812.65	33.41
202-000-546.003	STATE GRANT - MOVABLE BRIDGES	119,175.00	119,175.00	57,541.00	0.00	61,634.00	48.28
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	64,216.42	0.00	115,783.58	35.68
202-000-665.000	INVESTMENT - INTEREST	5,000.00	5,000.00	6,025.55	922.16	(1,025.55)	120.51
202-000-676.000	REIMBURSEMENT	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
202-000-699.000	TRANSFERS IN	10,000.00	10,000.00	0.00	0.00	10,000.00	0.00
Total Dept 000		1,201,691.00	1,201,691.00	352,486.32	54,737.64	849,204.68	29.33
TOTAL REVENUES		1,201,691.00	1,201,691.00	352,486.32	54,737.64	849,204.68	29.33
Expenditures							
Dept 000							
202-000-752.000	SUPPLIES - OPERATING	500.00	500.00	0.00	0.00	500.00	0.00
202-000-863.000	TRAFFIC SERVICES	15,000.00	15,000.00	793.93	0.00	14,206.07	5.29
202-000-864.000	PRESERVATION STREETS	113,250.00	113,250.00	59,077.84	10,461.08	54,172.16	52.17
202-000-864.001	PRESERVATION STREETS -PROJECT	875,543.00	875,543.00	395,487.08	0.00	480,055.92	45.17
202-000-865.000	ROUTINE MAINTENANCE BRIDGES	40,000.00	40,000.00	2,170.01	0.00	37,829.99	5.43
202-000-865.001	OPERATIONS - BRIDGE	111,412.00	111,412.00	46,421.65	9,284.33	64,990.35	41.67
202-000-866.000	WINTER MAINTENANCE STREETS	167,250.00	167,250.00	67,400.96	19,622.96	99,849.04	40.30
202-000-870.000	SIDEWALKS	12,500.00	12,500.00	2,418.45	0.00	10,081.55	19.35
202-000-918.000	UTILITIES - WATER	2,500.00	2,500.00	526.46	119.05	1,973.54	21.06
202-000-920.000	UTILITIES - ELECTRIC	4,500.00	4,500.00	1,559.02	496.21	2,940.98	34.64
202-000-921.000	UTILITIES - NATURAL GAS	1,500.00	1,500.00	337.31	110.33	1,162.69	22.49
202-000-995.000	TRANSFERS OUT	180,797.00	180,797.00	0.00	0.00	180,797.00	0.00
Total Dept 000		1,524,752.00	1,524,752.00	576,192.71	40,093.96	948,559.29	37.79
TOTAL EXPENDITURES		1,524,752.00	1,524,752.00	576,192.71	40,093.96	948,559.29	37.79
Fund 202 - MAJOR STREET FUND:							
TOTAL REVENUES		1,201,691.00	1,201,691.00	352,486.32	54,737.64	849,204.68	29.33
TOTAL EXPENDITURES		1,524,752.00	1,524,752.00	576,192.71	40,093.96	948,559.29	37.79
NET OF REVENUES & EXPENDITURES		(323,061.00)	(323,061.00)	(223,706.39)	14,643.68	(99,354.61)	69.25

PERIOD ENDING 12/31/2019

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GL NUMBER	DESCRIPTION	2019-20	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	12/31/2019 NORM (ABNORM)	MONTH 12/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 203 - LOCAL STREET FUND							
Revenues							
Dept 000							
203-000-540.000	STATE GRANT - OTHER	376,600.00	376,600.00	0.00	0.00	376,600.00	0.00
203-000-546.001	STATE GRANT - ACT 51 REVENUE	224,172.00	224,172.00	78,003.89	18,681.63	146,168.11	34.80
203-000-548.000	SNOW REMOVAL	500.00	500.00	0.00	0.00	500.00	0.00
203-000-665.000	INVESTMENT - INTEREST	500.00	500.00	1,114.00	126.94	(614.00)	222.80
203-000-699.000	TRANSFERS IN	340,797.00	340,797.00	0.00	0.00	340,797.00	0.00
Total Dept 000		942,569.00	942,569.00	79,117.89	18,808.57	863,451.11	8.39
TOTAL REVENUES		942,569.00	942,569.00	79,117.89	18,808.57	863,451.11	8.39
Expenditures							
Dept 000							
203-000-752.000	SUPPLIES - OPERATING	500.00	500.00	97.60	0.00	402.40	19.52
203-000-863.000	TRAFFIC SERVICES	6,000.00	6,000.00	68.42	0.00	5,931.58	1.14
203-000-864.000	PRESERVATION STREETS	93,250.00	93,250.00	47,181.57	8,711.07	46,068.43	50.60
203-000-864.001	PRESERVATION STREETS -PROJECTS	1,021,900.00	1,021,900.00	4,631.70	0.00	1,017,268.30	0.45
203-000-864.002	HASTINGS FREMONT NON-RD TASK 104	0.00	0.00	26,000.00	0.00	(26,000.00)	100.00
203-000-866.000	WINTER MAINTENANCE STREETS	97,500.00	97,500.00	38,435.44	13,935.44	59,064.56	39.42
203-000-870.000	SIDEWALKS	12,500.00	12,500.00	2,679.87	0.00	9,820.13	21.44
Total Dept 000		1,231,650.00	1,231,650.00	119,094.60	22,646.51	1,112,555.40	9.67
Dept 905 - DEBT SERVICE							
203-905-991.000	PRINCIPLE PORTION OF PAYMENTS	49,310.00	49,310.00	49,310.34	0.00	(0.34)	100.00
203-905-992.012	2010 CAPITAL IMP BOND INTEREST	31,487.00	31,487.00	16,236.62	0.00	15,250.38	51.57
Total Dept 905 - DEBT SERVICE		80,797.00	80,797.00	65,546.96	0.00	15,250.04	81.13
TOTAL EXPENDITURES		1,312,447.00	1,312,447.00	184,641.56	22,646.51	1,127,805.44	14.07
Fund 203 - LOCAL STREET FUND:							
TOTAL REVENUES		942,569.00	942,569.00	79,117.89	18,808.57	863,451.11	8.39
TOTAL EXPENDITURES		1,312,447.00	1,312,447.00	184,641.56	22,646.51	1,127,805.44	14.07
NET OF REVENUES & EXPENDITURES		(369,878.00)	(369,878.00)	(105,523.67)	(3,837.94)	(264,354.33)	28.53

PERIOD ENDING 12/31/2019

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GL NUMBER	DESCRIPTION	2019-20	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	12/31/2019 NORM (ABNORM)	MONTH 12/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 204 - MUNICIPAL STREET FUND							
Revenues							
Dept 000							
204-000-546.002	STATE GRANT - ROW FEE	28,000.00	28,000.00	0.00	0.00	28,000.00	0.00
204-000-665.000	INVESTMENT - INTEREST	0.00	0.00	61.20	4.59	(61.20)	100.00
Total Dept 000		28,000.00	28,000.00	61.20	4.59	27,938.80	0.22
TOTAL REVENUES		28,000.00	28,000.00	61.20	4.59	27,938.80	0.22
Expenditures							
Dept 000							
204-000-950.000	TREES	8,000.00	8,000.00	7,062.03	7,062.03	937.97	88.28
204-000-995.000	TRANSFERS OUT	20,000.00	20,000.00	0.00	0.00	20,000.00	0.00
Total Dept 000		28,000.00	28,000.00	7,062.03	7,062.03	20,937.97	25.22
TOTAL EXPENDITURES		28,000.00	28,000.00	7,062.03	7,062.03	20,937.97	25.22
Fund 204 - MUNICIPAL STREET FUND:							
TOTAL REVENUES		28,000.00	28,000.00	61.20	4.59	27,938.80	0.22
TOTAL EXPENDITURES		28,000.00	28,000.00	7,062.03	7,062.03	20,937.97	25.22
NET OF REVENUES & EXPENDITURES		0.00	0.00	(7,000.83)	(7,057.44)	7,000.83	100.00

PERIOD ENDING 12/31/2019

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GL NUMBER	DESCRIPTION	2019-20	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	12/31/2019 NORM (ABNORM)	MONTH 12/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 226 - CITY REFUSE FUND							
Revenues							
Dept 000							
226-000-402.000	TAXES - REAL/PERSONAL PROPERT	197,680.00	197,680.00	194,254.39	1,213.08	3,425.61	98.27
226-000-411.000	TAXES - DELINQ REAL PROPERTY	9,812.00	9,812.00	0.00	0.00	9,812.00	0.00
226-000-412.000	TAXES - DELINQ PERSONAL PROP	230.00	230.00	0.00	0.00	230.00	0.00
226-000-613.000	PENALTIES	8,400.00	8,400.00	4,545.36	738.41	3,854.64	54.11
226-000-626.000	CHARGE FOR SERVICE	390,600.00	390,600.00	181,594.94	32,612.46	209,005.06	46.49
226-000-643.000	SALES - YARD BAGS	11,000.00	11,000.00	5,854.50	40.50	5,145.50	53.22
226-000-644.000	SALES - TRASH BAGS	1,000.00	1,000.00	324.00	45.00	676.00	32.40
226-000-644.001	SALES - COMPOST	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
226-000-665.000	INVESTMENT - INTEREST	1,000.00	1,000.00	173.87	12.04	826.13	17.39
Total Dept 000		622,722.00	622,722.00	386,747.06	34,661.49	235,974.94	62.11
TOTAL REVENUES		622,722.00	622,722.00	386,747.06	34,661.49	235,974.94	62.11
Expenditures							
Dept 000							
226-000-752.000	SUPPLIES - OPERATING	12,000.00	12,000.00	10,277.48	7,728.74	1,722.52	85.65
226-000-755.000	SUPPLIES - YARD BAGS	14,000.00	14,000.00	7,053.75	0.00	6,946.25	50.38
226-000-803.000	ADMINISTRATION	44,753.00	44,753.00	22,376.50	0.00	22,376.50	50.00
226-000-826.000	RESIDENTIAL CONTRACT FEES	399,200.00	399,200.00	180,830.98	33,978.29	218,369.02	45.30
226-000-827.000	MUNICIPAL CONTRACT FEES	19,000.00	19,000.00	12,209.80	0.00	6,790.20	64.26
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	114,811.00	114,811.00	57,405.48	9,567.58	57,405.52	50.00
226-000-920.000	UTILITIES - ELECTRIC	500.00	500.00	168.70	36.25	331.30	33.74
Total Dept 000		607,264.00	607,264.00	290,322.69	51,310.86	316,941.31	47.81
TOTAL EXPENDITURES		607,264.00	607,264.00	290,322.69	51,310.86	316,941.31	47.81
Fund 226 - CITY REFUSE FUND:							
TOTAL REVENUES		622,722.00	622,722.00	386,747.06	34,661.49	235,974.94	62.11
TOTAL EXPENDITURES		607,264.00	607,264.00	290,322.69	51,310.86	316,941.31	47.81
NET OF REVENUES & EXPENDITURES		15,458.00	15,458.00	96,424.37	(16,649.37)	(80,966.37)	623.78

PERIOD ENDING 12/31/2019

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

GL NUMBER	DESCRIPTION	2019-20	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	12/31/2019 NORM (ABNORM)	MONTH 12/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 245 - OIL & GAS FUND							
Revenues							
Dept 000							
245-000-665.000	INVESTMENT - INTEREST	230,000.00	230,000.00	117,664.33	22,581.38	112,335.67	51.16
245-000-668.000	INVESTMENT - OIL ROYALTIES	60,000.00	60,000.00	15,452.24	2,921.85	44,547.76	25.75
245-000-669.000	INVESTMENT - GAINS & LOSSES	400,000.00	400,000.00	790,052.69	186,163.64	(390,052.69)	197.51
Total Dept 000		690,000.00	690,000.00	923,169.26	211,666.87	(233,169.26)	133.79
TOTAL REVENUES		690,000.00	690,000.00	923,169.26	211,666.87	(233,169.26)	133.79
Expenditures							
Dept 000							
245-000-752.000	SUPPLIES - OPERATING	500.00	500.00	0.00	0.00	500.00	0.00
245-000-801.000	PROFESSIONAL & CONSULTING SER	58,000.00	58,000.00	28,764.84	79.70	29,235.16	49.59
245-000-995.000	TRANSFERS OUT	401,647.00	401,647.00	380,000.00	0.00	21,647.00	94.61
Total Dept 000		460,147.00	460,147.00	408,764.84	79.70	51,382.16	88.83
TOTAL EXPENDITURES		460,147.00	460,147.00	408,764.84	79.70	51,382.16	88.83
Fund 245 - OIL & GAS FUND:							
TOTAL REVENUES		690,000.00	690,000.00	923,169.26	211,666.87	(233,169.26)	133.79
TOTAL EXPENDITURES		460,147.00	460,147.00	408,764.84	79.70	51,382.16	88.83
NET OF REVENUES & EXPENDITURES		229,853.00	229,853.00	514,404.42	211,587.17	(284,551.42)	223.80

PERIOD ENDING 12/31/2019

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

GL NUMBER	DESCRIPTION	2019-20	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	12/31/2019 NORM (ABNORM)	MONTH 12/31/19 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	950.00	0.00	7,850.00	10.80
272-000-626.000	CHARGE FOR SERVICE	500.00	500.00	0.00	0.00	500.00	0.00
272-000-665.000	INVESTMENT - INTEREST	0.00	0.00	21.28	1.73	(21.28)	100.00
272-000-672.000	OTHER REVENUE	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
272-000-679.000	CABLE GRANT	5,000.00	5,000.00	1,274.90	0.00	3,725.10	25.50
Total Dept 000		15,300.00	15,300.00	2,246.18	1.73	13,053.82	14.68
TOTAL REVENUES		15,300.00	15,300.00	2,246.18	1.73	13,053.82	14.68
Expenditures							
Dept 000							
272-000-752.000	SUPPLIES - OPERATING	1,000.00	1,000.00	0.00	0.00	1,000.00	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	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
272-000-985.000	CAPITAL OUTLAY	3,000.00	3,000.00	0.00	0.00	3,000.00	0.00
Total Dept 000		18,000.00	18,000.00	0.00	0.00	18,000.00	0.00
TOTAL EXPENDITURES		18,000.00	18,000.00	0.00	0.00	18,000.00	0.00
Fund 272 - PEG COMMISSION:							
TOTAL REVENUES		15,300.00	15,300.00	2,246.18	1.73	13,053.82	14.68
TOTAL EXPENDITURES		18,000.00	18,000.00	0.00	0.00	18,000.00	0.00
NET OF REVENUES & EXPENDITURES		(2,700.00)	(2,700.00)	2,246.18	1.73	(4,946.18)	83.19

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GL NUMBER	DESCRIPTION	2019-20	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	12/31/2019 NORM (ABNORM)	MONTH 12/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 275 - GRANT MANAGEMENT FUND							
Revenues							
Dept 000							
275-000-502.000	FEDERAL GRANT - GENERAL GOVT	0.00	0.00	18,986.25	0.00	(18,986.25)	100.00
275-000-582.000	LOCAL GRANTS	50,000.00	50,000.00	3,013.50	0.00	46,986.50	6.03
Total Dept 000		50,000.00	50,000.00	21,999.75	0.00	28,000.25	44.00
TOTAL REVENUES		50,000.00	50,000.00	21,999.75	0.00	28,000.25	44.00
Expenditures							
Dept 901 - LOCAL REVENUE SHARING GRANTS							
275-901-965.001	LRSB GRANT EXPENSE	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00
275-901-965.078	2018 CYCLE 1 - FEMA MATCH MON/EXT TOO	0.00	0.00	5,224.00	0.00	(5,224.00)	100.00
275-901-986.080	2018 CYCLE2-PD TASERS, ACCESSORIES	0.00	0.00	3,311.02	0.00	(3,311.02)	100.00
275-901-986.082	2019 CYCLE 1 - PD BODY CAMERAS	0.00	0.00	11,650.75	11,650.75	(11,650.75)	100.00
275-901-986.083	2019 CYCLE 1 - FIRST ST TENNIS COURTS	0.00	0.00	4,997.50	1,085.00	(4,997.50)	100.00
Total Dept 901 - LOCAL REVENUE SHARING GRANTS		50,000.00	50,000.00	25,183.27	12,735.75	24,816.73	50.37
Dept 902 - OTHER GRANTS							
275-902-986.106	FEMA HEART MONITOR\EXTRICATION EQUIP	0.00	4,500.00	4,190.24	0.00	309.76	93.12
275-902-986.107	FEDERAL COMMUNITY ENERGY MGT GRANT	0.00	25,000.00	18,985.25	0.00	6,014.75	75.94
Total Dept 902 - OTHER GRANTS		0.00	29,500.00	23,175.49	0.00	6,324.51	78.56
TOTAL EXPENDITURES		50,000.00	79,500.00	48,358.76	12,735.75	31,141.24	60.83
Fund 275 - GRANT MANAGEMENT FUND:							
TOTAL REVENUES		50,000.00	50,000.00	21,999.75	0.00	28,000.25	44.00
TOTAL EXPENDITURES		50,000.00	79,500.00	48,358.76	12,735.75	31,141.24	60.83
NET OF REVENUES & EXPENDITURES		0.00	(29,500.00)	(26,359.01)	(12,735.75)	(3,140.99)	89.35

PERIOD ENDING 12/31/2019

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GL NUMBER	DESCRIPTION	2019-20	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	12/31/2019 NORM (ABNORM)	MONTH 12/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 430 - CAPITAL IMPROVEMENT FUND							
Revenues							
Dept 000							
430-000-699.000	TRANSFERS IN	401,647.00	401,647.00	380,000.00	0.00	21,647.00	94.61
Total Dept 000		401,647.00	401,647.00	380,000.00	0.00	21,647.00	94.61
TOTAL REVENUES		401,647.00	401,647.00	380,000.00	0.00	21,647.00	94.61
Expenditures							
Dept 000							
430-000-985.000	CAPITAL OUTLAY	90,000.00	90,000.00	12,824.96	1,920.00	77,175.04	14.25
430-000-986.004	RAMSDELL - HVAC NOTE	108,950.00	108,950.00	54,475.00	0.00	54,475.00	50.00
430-000-986.019	MARINA BLDG NOTE SUPPORT	65,000.00	65,000.00	65,000.00	65,000.00	0.00	100.00
430-000-986.020	FIRST ST BOND	69,590.00	69,590.00	0.00	0.00	69,590.00	0.00
430-000-986.029	LOCAL STREETS	80,000.00	80,000.00	0.00	0.00	80,000.00	0.00
Total Dept 000		413,540.00	413,540.00	132,299.96	66,920.00	281,240.04	31.99
Dept 905 - DEBT SERVICE							
430-905-991.000	PRINCIPLE PORTION OF PAYMENTS	0.00	0.00	44,020.69	0.00	(44,020.69)	100.00
430-905-992.012	2010 CAPITAL IMP BOND INTEREST	0.00	0.00	14,494.87	0.00	(14,494.87)	100.00
Total Dept 905 - DEBT SERVICE		0.00	0.00	58,515.56	0.00	(58,515.56)	100.00
TOTAL EXPENDITURES		413,540.00	413,540.00	190,815.52	66,920.00	222,724.48	46.14
Fund 430 - CAPITAL IMPROVEMENT FUND:							
TOTAL REVENUES		401,647.00	401,647.00	380,000.00	0.00	21,647.00	94.61
TOTAL EXPENDITURES		413,540.00	413,540.00	190,815.52	66,920.00	222,724.48	46.14
NET OF REVENUES & EXPENDITURES		(11,893.00)	(11,893.00)	189,184.48	(66,920.00)	(201,077.48)	1,590.72

PERIOD ENDING 12/31/2019

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GL NUMBER	DESCRIPTION	2019-20	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	12/31/2019 NORM (ABNORM)	MONTH 12/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 496 - RENAISSANCE PARK							
Revenues							
Dept 000							
496-000-665.000	INVESTMENT - INTEREST	0.00	0.00	3.22	0.21	(3.22)	100.00
496-000-699.000	TRANSFERS IN	5,620.00	5,620.00	5,616.00	0.00	4.00	99.93
Total Dept 000		5,620.00	5,620.00	5,619.22	0.21	0.78	99.99
TOTAL REVENUES		5,620.00	5,620.00	5,619.22	0.21	0.78	99.99
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	5,619.22	0.21	0.78	99.99
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	3.22	0.21	(3.22)	100.00

PERIOD ENDING 12/31/2019

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GL NUMBER	DESCRIPTION	2019-20	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	12/31/2019 NORM (ABNORM)	MONTH 12/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 501 - BOAT LAUNCH FUND							
Revenues							
Dept 000							
501-000-642.000	SALES	38,000.00	38,000.00	18,901.00	225.00	19,099.00	49.74
501-000-665.000	INVESTMENT - INTEREST	50.00	50.00	34.91	1.59	15.09	69.82
501-000-698.000	INSURANCE SETTLEMENT	0.00	0.00	7,320.00	0.00	(7,320.00)	100.00
Total Dept 000		38,050.00	38,050.00	26,255.91	226.59	11,794.09	69.00
TOTAL REVENUES		38,050.00	38,050.00	26,255.91	226.59	11,794.09	69.00
Expenditures							
Dept 000							
501-000-752.000	SUPPLIES - OPERATING	3,000.00	3,000.00	372.59	0.00	2,627.41	12.42
501-000-801.000	PROFESSIONAL & CONSULTING SER	500.00	500.00	0.00	0.00	500.00	0.00
501-000-803.000	ADMINISTRATION	2,664.00	2,664.00	2,664.00	0.00	0.00	100.00
501-000-850.000	COMMUNICATIONS - PHONE	480.00	480.00	279.93	79.98	200.07	58.32
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	1,541.50	155.17	958.50	61.66
501-000-920.000	UTILITIES - ELECTRIC	3,800.00	3,800.00	1,939.32	272.46	1,860.68	51.03
501-000-930.000	REPAIRS/MAINT - BUILDINGS/LAN	3,000.00	22,725.00	19,736.25	0.00	2,988.75	86.85
501-000-931.000	REPAIRS/MAINT - EQUIPMENT	500.00	14,000.00	13,896.77	0.00	103.23	99.26
501-000-960.000	BANK CHARGES	700.00	700.00	417.72	104.95	282.28	59.67
Total Dept 000		17,644.00	50,869.00	40,848.08	612.56	10,020.92	80.30
Dept 905 - DEBT SERVICE							
501-905-991.203	PRINCIPAL - INTERNAL LOAN	13,690.00	13,690.00	0.00	0.00	13,690.00	0.00
501-905-992.203	INTEREST - INTERNAL LOAN	846.00	846.00	846.00	0.00	0.00	100.00
Total Dept 905 - DEBT SERVICE		14,536.00	14,536.00	846.00	0.00	13,690.00	5.82
TOTAL EXPENDITURES		32,180.00	65,405.00	41,694.08	612.56	23,710.92	63.75
Fund 501 - BOAT LAUNCH FUND:							
TOTAL REVENUES		38,050.00	38,050.00	26,255.91	226.59	11,794.09	69.00
TOTAL EXPENDITURES		32,180.00	65,405.00	41,694.08	612.56	23,710.92	63.75
NET OF REVENUES & EXPENDITURES		5,870.00	(27,355.00)	(15,438.17)	(385.97)	(11,916.83)	56.44

PERIOD ENDING 12/31/2019

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GL NUMBER	DESCRIPTION	2019-20	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	12/31/2019 NORM (ABNORM)	MONTH 12/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 592 - WATER UTILITY							
Revenues							
Dept 000							
592-000-540.000	STATE GRANT - OTHER	100,000.00	100,000.00	99,886.67	44,492.36	113.33	99.89
592-000-613.000	PENALTIES	13,000.00	13,000.00	12,905.69	1,013.69	94.31	99.27
592-000-614.000	WATER READY TO SERVE	227,630.00	227,630.00	108,945.81	19,659.56	118,684.19	47.86
592-000-616.000	NEW SERVICE	500.00	500.00	0.00	0.00	500.00	0.00
592-000-626.000	CHARGE FOR SERVICE	500.00	500.00	1,500.00	100.00	(1,000.00)	300.00
592-000-648.000	SALES - WATER	703,490.00	703,490.00	379,986.10	58,235.82	323,503.90	54.01
592-000-648.001	SALES - WATER SPRINKLERS	195,700.00	195,700.00	122,863.11	5,410.22	72,836.89	62.78
592-000-650.000	SALES - METERS	6,000.00	6,000.00	1,890.62	0.00	4,109.38	31.51
592-000-665.000	INVESTMENT - INTEREST	6,500.00	6,500.00	190.36	18.24	6,309.64	2.93
592-000-667.000	RENTAL INCOME	108,613.00	108,613.00	73,752.45	54,024.42	34,860.55	67.90
592-000-667.020	RENTAL - HYDRANT & TUNNEL	21,600.00	21,600.00	10,800.00	0.00	10,800.00	50.00
592-000-672.000	OTHER REVENUE	3,315.00	3,315.00	3,904.56	380.00	(589.56)	117.78
592-000-676.000	REIMBURSEMENT	3,000.00	3,000.00	162.80	81.40	2,837.20	5.43
592-000-680.000	CAPITAL COST RECOVERY	23,855.00	23,855.00	11,050.66	1,987.95	12,804.34	46.32
592-000-699.000	TRANSFERS IN	0.00	0.00	46,649.49	0.00	(46,649.49)	100.00
Total Dept 000		1,413,703.00	1,413,703.00	874,488.32	185,403.66	539,214.68	61.86
TOTAL REVENUES		1,413,703.00	1,413,703.00	874,488.32	185,403.66	539,214.68	61.86
Expenditures							
Dept 275 - GENERAL							
592-275-995.000	TRANSFERS OUT	0.00	83,000.00	82,890.29	0.00	109.71	99.87
Total Dept 275 - GENERAL		0.00	83,000.00	82,890.29	0.00	109.71	99.87
Dept 541 - ADMINISTRATION							
592-541-960.000	BANK CHARGES	0.00	0.00	59.10	59.10	(59.10)	100.00
Total Dept 541 - ADMINISTRATION		0.00	0.00	59.10	59.10	(59.10)	100.00
Dept 542 - WATER OPERATION							
592-542-702.000	WAGES - FULL TIME	204,993.00	204,993.00	89,104.11	15,807.29	115,888.89	43.47
592-542-708.000	COSTS - SUTA	91.00	91.00	0.00	0.00	91.00	0.00
592-542-709.000	COSTS - SOCIAL SECURITY	14,422.00	14,422.00	6,428.76	1,021.58	7,993.24	44.58
592-542-711.000	COSTS - MEDICARE	3,373.00	3,373.00	1,503.63	238.96	1,869.37	44.58
592-542-713.000	WAGES - OVERTIME	9,250.00	9,250.00	5,918.22	742.16	3,331.78	63.98
592-542-713.001	WAGES - 2E STANDBY PAY	17,363.00	17,363.00	8,676.04	1,387.54	8,686.96	49.97
592-542-715.000	WAGES - PHYSICAL FITNESS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
592-542-717.000	COSTS - MERS CONTRIBUTION	16,635.00	16,635.00	8,757.75	1,321.65	7,877.25	52.65
592-542-718.000	COSTS - HEALTH INSURANCE	54,935.00	54,935.00	29,371.39	4,509.52	25,563.61	53.47
592-542-718.001	COSTS - HSA CONTRIBUTION	11,250.00	11,250.00	12,000.00	0.00	(750.00)	106.67
592-542-718.002	COSTS - DENTAL INSURANCE	3,212.00	3,212.00	1,698.80	251.92	1,513.20	52.89
592-542-718.003	COSTS - VISION / ANCILLIARY	804.00	804.00	376.75	65.69	427.25	46.86
592-542-721.000	COSTS - UNIFORM/CLEANING ALLO	3,500.00	3,500.00	771.80	95.20	2,728.20	22.05
592-542-723.000	COSTS - RETIREE HEALTH CARE	3,000.00	3,000.00	490.58	250.00	2,509.42	16.35
592-542-723.001	COSTS - RETIREE HEALTH STIPEND	0.00	0.00	1,500.00	0.00	(1,500.00)	100.00
592-542-725.000	COSTS - LIFE INSURANCE	444.00	444.00	249.55	36.98	194.45	56.20
592-542-726.000	COSTS - WORKERS COMPENSATION	7,616.00	7,616.00	3,808.84	1,050.70	3,809.16	50.01

PERIOD ENDING 12/31/2019

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		ORIGINAL BUDGET	AMENDED BUDGET	12/31/2019 NORM (ABNORM)	MONTH 12/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 592 - WATER UTILITY							
Expenditures							
592-542-727.000	WAGES - HOL/VAC/SICK SELLBACK	1,500.00	1,500.00	0.00	0.00	1,500.00	0.00
592-542-752.000	SUPPLIES - OPERATING	12,050.00	12,050.00	7,415.57	1,157.34	4,634.43	61.54
592-542-753.000	SUPPLIES - CHEMICALS	25,000.00	25,000.00	8,812.70	0.00	16,187.30	35.25
592-542-754.000	SUPPLIES - METERS	50,000.00	50,000.00	3,534.30	0.00	46,465.70	7.07
592-542-770.000	VEHICLE GAS / DIESEL	7,000.00	7,000.00	2,147.17	245.44	4,852.83	30.67
592-542-801.000	PROFESSIONAL & CONSULTING SER	24,000.00	24,000.00	2,817.80	500.00	21,182.20	11.74
592-542-802.000	ATTORNEY	250.00	250.00	0.00	0.00	250.00	0.00
592-542-803.000	ADMINISTRATION	198,573.00	198,573.00	99,286.50	16,547.75	99,286.50	50.00
592-542-824.000	LAB TESTING	23,300.00	23,300.00	2,160.45	0.00	21,139.55	9.27
592-542-850.000	COMMUNICATIONS - PHONE	4,500.00	4,500.00	1,074.93	179.14	3,425.07	23.89
592-542-853.000	COMMUNICATIONS - CELL PHONES	1,250.00	1,250.00	2,238.83	401.08	(988.83)	179.11
592-542-900.000	PRINTING & PUBLISHING	3,250.00	3,250.00	508.00	0.00	2,742.00	15.63
592-542-913.000	TRAVEL & TRAINING	2,250.00	2,250.00	506.00	0.00	1,744.00	22.49
592-542-915.000	MEMBERSHIPS & DUES	575.00	575.00	0.00	0.00	575.00	0.00
592-542-920.000	UTILITIES - ELECTRIC	72,000.00	72,000.00	36,828.90	5,698.74	35,171.10	51.15
592-542-930.000	REPAIRS/MAINT - BUILDINGS/LAN	3,000.00	3,000.00	642.92	0.00	2,357.08	21.43
592-542-931.000	REPAIRS/MAINT - EQUIPMENT	106,700.00	106,700.00	41,483.48	3,925.34	65,216.52	38.88
592-542-932.000	REPAIRS/MAINT - VEHICLES	1,500.00	1,500.00	334.43	0.00	1,165.57	22.30
592-542-933.000	SOFTWARE AGREE / COPIER MAINT	5,675.00	5,675.00	1,702.11	0.00	3,972.89	29.99
592-542-935.000	INSURANCE	6,000.00	6,000.00	4,906.58	0.00	1,093.42	81.78
592-542-957.000	MOTOR POOL	50,000.00	50,000.00	25,000.02	4,166.67	24,999.98	50.00
592-542-960.000	BANK CHARGES	1,000.00	1,000.00	(59.10)	(59.10)	1,059.10	(5.91)
592-542-961.000	UTILITY OWNERSHIP FEE	93,446.00	93,446.00	46,723.02	7,787.17	46,722.98	50.00
592-542-985.000	CAPITAL OUTLAY	7,750.00	7,750.00	12,740.48	0.00	(4,990.48)	164.39
Total Dept 542 - WATER OPERATION		1,052,457.00	1,052,457.00	471,461.31	67,328.76	580,995.69	44.80
Dept 902 - OTHER GRANTS							
592-902-947.001	2018 WATER PILOT GRANT	0.00	100,000.00	52,518.75	0.00	47,481.25	52.52
Total Dept 902 - OTHER GRANTS		0.00	100,000.00	52,518.75	0.00	47,481.25	52.52
Dept 903 - CAPITAL OUTLAY - OVER \$5,000							
592-903-985.000	CAPITAL OUTLAY	122,000.00	0.00	0.00	0.00	0.00	0.00
592-903-987.019	WW IMPROVE PHASE I 070	0.00	122,000.00	0.00	0.00	122,000.00	0.00
Total Dept 903 - CAPITAL OUTLAY - OVER \$5,000		122,000.00	122,000.00	0.00	0.00	122,000.00	0.00
Dept 905 - DEBT SERVICE							
592-905-962.000	ACCRUED INTEREST EXPENSE	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
592-905-991.000	PRINCIPLE PORTION OF PAYMENTS	40,000.00	40,000.00	0.00	0.00	40,000.00	0.00
592-905-992.011	2010 DWRP BOND INTEREST	7,375.00	7,375.00	3,812.50	0.00	3,562.50	51.69
592-905-992.014	2011 DWRP BOND INTEREST	7,314.00	7,314.00	3,656.94	0.00	3,657.06	50.00
Total Dept 905 - DEBT SERVICE		55,689.00	55,689.00	7,469.44	0.00	48,219.56	13.41
TOTAL EXPENDITURES		1,230,146.00	1,413,146.00	614,398.89	67,387.86	798,747.11	43.48

PERIOD ENDING 12/31/2019

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

GL NUMBER	DESCRIPTION	2019-20	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT
		ORIGINAL BUDGET	AMENDED BUDGET	12/31/2019 NORM (ABNORM)	MONTH 12/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 592 - WATER UTILITY							
Fund 592 - WATER UTILITY:							
TOTAL REVENUES		1,413,703.00	1,413,703.00	874,488.32	185,403.66	539,214.68	61.86
TOTAL EXPENDITURES		1,230,146.00	1,413,146.00	614,398.89	67,387.86	798,747.11	43.48
NET OF REVENUES & EXPENDITURES		183,557.00	557.00	260,089.43	118,015.80	(259,532.43)	16,694.69

User: ebradford

DB: Manistee

PERIOD ENDING 12/31/2019

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

GL NUMBER	DESCRIPTION	2019-20	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	12/31/2019 NORM (ABNORM)	MONTH 12/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 593 - SEWER UTILITY							
Revenues							
Dept 000							
593-000-613.000	PENALTIES	37,000.00	37,000.00	10,954.83	2,554.43	26,045.17	29.61
593-000-615.000	SEWER READY TO SERVE	655,080.00	655,080.00	304,364.90	56,487.65	350,715.10	46.46
593-000-616.000	NEW SERVICE	9,500.00	9,500.00	0.00	0.00	9,500.00	0.00
593-000-649.000	SALES - SEWER	2,233,555.00	2,233,555.00	1,113,095.24	173,103.89	1,120,459.76	49.84
593-000-665.000	INVESTMENT - INTEREST	18,500.00	18,500.00	11,719.16	787.80	6,780.84	63.35
593-000-672.000	OTHER REVENUE	3,315.00	3,315.00	0.00	0.00	3,315.00	0.00
593-000-676.000	REIMBURSEMENT	0.00	0.00	580.00	27.50	(580.00)	100.00
593-000-696.000	BOND/NOTE PROCEEDS	8,632,000.00	8,632,000.00	0.00	0.00	8,632,000.00	0.00
593-000-699.000	TRANSFERS IN	0.00	0.00	82,890.29	0.00	(82,890.29)	100.00
Total Dept 000		11,588,950.00	11,588,950.00	1,523,604.42	232,961.27	10,065,345.58	13.15
TOTAL REVENUES		11,588,950.00	11,588,950.00	1,523,604.42	232,961.27	10,065,345.58	13.15
Expenditures							
Dept 543 - SEWER OPERATIONS							
593-543-702.000	WAGES - FULL TIME	283,914.00	283,914.00	127,562.54	18,317.18	156,351.46	44.93
593-543-708.000	COSTS - SUTA	136.00	136.00	0.00	0.00	136.00	0.00
593-543-709.000	COSTS - SOCIAL SECURITY	19,367.00	19,367.00	8,755.18	1,205.34	10,611.82	45.21
593-543-711.000	COSTS - MEDICARE	4,530.00	4,530.00	2,047.45	281.84	2,482.55	45.20
593-543-713.000	WAGES - OVERTIME	26,250.00	26,250.00	9,648.98	2,326.92	16,601.02	36.76
593-543-713.001	WAGES - 2E STANDBY PAY	1,200.00	1,200.00	621.76	0.00	578.24	51.81
593-543-715.000	WAGES - PHYSICAL FITNESS	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
593-543-717.000	COSTS - MERS CONTRIBUTION	19,123.00	19,123.00	11,247.57	1,833.97	7,875.43	58.82
593-543-718.000	COSTS - HEALTH INSURANCE	51,755.00	51,755.00	35,213.23	4,649.10	16,541.77	68.04
593-543-718.001	COSTS - HSA CONTRIBUTION	11,250.00	11,250.00	15,000.00	0.00	(3,750.00)	133.33
593-543-718.002	COSTS - DENTAL INSURANCE	3,047.00	3,047.00	1,969.42	260.50	1,077.58	64.63
593-543-718.003	COSTS - VISION / ANCILLIARY	730.00	730.00	422.36	64.32	307.64	57.86
593-543-721.000	COSTS - UNIFORM/CLEANING ALLOW	4,620.00	4,620.00	1,690.33	179.40	2,929.67	36.59
593-543-723.000	COSTS - RETIREE HEALTH CARE	111.00	111.00	0.00	0.00	111.00	0.00
593-543-725.000	COSTS - LIFE INSURANCE	1,510.00	1,510.00	408.14	46.18	1,101.86	27.03
593-543-726.000	COSTS - WORKERS COMPENSATION	5,296.00	5,296.00	2,542.35	638.08	2,753.65	48.01
593-543-727.000	WAGES - HOL/VAC/SICK SELLBACK	2,500.00	2,500.00	599.39	0.00	1,900.61	23.98
593-543-752.000	SUPPLIES - OPERATING	39,450.00	39,450.00	22,049.15	11,123.68	17,400.85	55.89
593-543-753.000	SUPPLIES - CHEMICALS	25,000.00	25,000.00	11,459.15	0.00	13,540.85	45.84
593-543-770.000	VEHICLE GAS / DIESEL	3,500.00	3,500.00	1,230.22	149.77	2,269.78	35.15
593-543-801.000	PROFESSIONAL & CONSULTING SERV	33,500.00	33,500.00	6,054.80	500.00	27,445.20	18.07
593-543-802.000	ATTORNEY	250.00	250.00	0.00	0.00	250.00	0.00
593-543-803.000	ADMINISTRATION	198,573.00	198,573.00	99,286.50	16,547.75	99,286.50	50.00
593-543-824.000	LAB TESTING	5,500.00	5,500.00	3,045.00	0.00	2,455.00	55.36
593-543-850.000	COMMUNICATIONS - PHONE	4,500.00	4,500.00	1,074.93	179.14	3,425.07	23.89
593-543-853.000	COMMUNICATIONS - CELL PHONES	1,250.00	1,250.00	873.19	120.03	376.81	69.86
593-543-900.000	PRINTING & PUBLISHING	3,250.00	3,250.00	0.00	0.00	3,250.00	0.00
593-543-913.000	TRAVEL & TRAINING	7,000.00	7,000.00	905.59	0.00	6,094.41	12.94
593-543-915.000	MEMBERSHIPS & DUES	625.00	625.00	292.00	0.00	333.00	46.72
593-543-920.000	UTILITIES - ELECTRIC	135,000.00	135,000.00	71,447.20	13,287.35	63,552.80	52.92
593-543-921.000	UTILITIES - NATURAL GAS	17,000.00	17,000.00	6,095.55	1,354.13	10,904.45	35.86
593-543-930.000	REPAIRS/MAINT - BUILDINGS/LAND	16,000.00	16,000.00	6,285.01	472.36	9,714.99	39.28
593-543-931.000	REPAIRS/MAINT - EQUIPMENT	179,400.00	179,400.00	48,075.48	32,371.14	131,324.52	26.80
593-543-932.000	REPAIRS/MAINT - VEHICLES	3,000.00	3,000.00	1,402.80	0.00	1,597.20	46.76
593-543-933.000	SOFTWARE AGREE / COPIER MAINT	3,775.00	3,775.00	850.11	48.00	2,924.89	22.52

PERIOD ENDING 12/31/2019

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GL NUMBER	DESCRIPTION	2019-20	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	12/31/2019 NORM (ABNORM)	MONTH 12/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
<b>Fund 593 - SEWER UTILITY</b>							
<b>Expenditures</b>							
593-543-935.000	INSURANCE	24,000.00	24,000.00	12,862.08	0.00	11,137.92	53.59
593-543-957.000	MOTOR POOL	116,000.00	116,000.00	58,000.02	9,666.67	57,999.98	50.00
593-543-960.000	BANK CHARGES	1,000.00	1,000.00	0.00	0.00	1,000.00	0.00
593-543-961.000	UTILITY OWNERSHIP FEE	93,446.00	93,446.00	46,723.02	7,787.17	46,722.98	50.00
593-543-985.000	CAPITAL OUTLAY	6,750.00	6,750.00	4,091.67	0.00	2,658.33	60.62
<b>Total Dept 543 - SEWER OPERATIONS</b>		<b>1,354,108.00</b>	<b>1,354,108.00</b>	<b>619,832.17</b>	<b>123,410.02</b>	<b>734,275.83</b>	<b>45.77</b>
<b>Dept 903 - CAPITAL OUTLAY - OVER \$5,000</b>							
593-903-985.000	CAPITAL OUTLAY	8,434,500.00	0.00	0.00	0.00	0.00	0.00
593-903-987.016	2018 TWELFTH ST SEWER MAIN	0.00	0.00	(15,316.60)	0.00	15,316.60	100.00
593-903-987.017	2018 CAP BASIS OF DESIGN PROJECT 047	0.00	0.00	9,011.00	0.00	(9,011.00)	100.00
593-903-987.018	2018 COLLECT SYSTEM REHAB PILOT PROJ	0.00	62,500.00	0.00	0.00	62,500.00	0.00
593-903-987.019	WW IMPROVE PHASE I 070	0.00	3,765,000.00	9,177.05	0.00	3,755,822.95	0.24
593-903-987.021	WW IMPROVE PHASE II 073	0.00	4,482,000.00	138,430.69	48,945.00	4,343,569.31	3.09
593-903-987.022	ARTHUR ST PUMP STATION IMPROVEMENTS	0.00	125,000.00	6,026.50	1,176.75	118,973.50	4.82
593-903-995.000	TRANSFERS OUT	0.00	0.00	46,649.49	0.00	(46,649.49)	100.00
<b>Total Dept 903 - CAPITAL OUTLAY - OVER \$5,000</b>		<b>8,434,500.00</b>	<b>8,434,500.00</b>	<b>193,978.13</b>	<b>50,121.75</b>	<b>8,240,521.87</b>	<b>2.30</b>
<b>Dept 905 - DEBT SERVICE</b>							
593-905-960.000	BANK CHARGES	2,500.00	2,500.00	750.00	750.00	1,750.00	30.00
593-905-962.000	ACCRUED INTEREST EXPENSE	4,000.00	4,000.00	0.00	0.00	4,000.00	0.00
593-905-963.000	BOND ISSUANCE EXPENSE	50,000.00	50,000.00	0.00	0.00	50,000.00	0.00
593-905-991.000	PRINCIPLE PORTION OF PAYMENTS	1,500,328.00	1,500,328.00	835,000.00	0.00	665,328.00	55.65
593-905-992.007	1999 B SRF BOND INTEREST	5,375.00	5,375.00	3,562.50	0.00	1,812.50	66.28
593-905-992.009	2006 SRF BOND INTEREST	19,293.00	19,293.00	9,646.57	0.00	9,646.43	50.00
593-905-992.010	2010 SRF BOND INTEREST	10,402.00	10,402.00	5,388.44	0.00	5,013.56	51.80
593-905-992.012	2010 CAPITAL IMP BOND INTEREST	106,426.00	106,426.00	54,879.76	0.00	51,546.24	51.57
593-905-992.013	2011 SRF BOND INTEREST	21,769.00	21,769.00	10,884.68	0.00	10,884.32	50.00
593-905-992.015	2015 W/S REVENUE BOND - INT	86,675.00	86,675.00	43,375.00	0.00	43,300.00	50.04
593-905-992.016	2017 W/S REVENUE & REFUNDING - INTERE	81,172.00	81,172.00	44,736.00	0.00	36,436.00	55.11
593-905-992.017	2018 USDA RD SEWER REHAB INTEREST	55,287.00	55,287.00	0.00	0.00	55,287.00	0.00
593-905-992.018	2018 USDA RD BASIN CONVEYANCE INTERES'	188,479.00	188,479.00	0.00	0.00	188,479.00	0.00
<b>Total Dept 905 - DEBT SERVICE</b>		<b>2,131,706.00</b>	<b>2,131,706.00</b>	<b>1,008,222.95</b>	<b>750.00</b>	<b>1,123,483.05</b>	<b>47.30</b>
<b>TOTAL EXPENDITURES</b>		<b>11,920,314.00</b>	<b>11,920,314.00</b>	<b>1,822,033.25</b>	<b>174,281.77</b>	<b>10,098,280.75</b>	<b>15.29</b>
<b>Fund 593 - SEWER UTILITY:</b>							
<b>TOTAL REVENUES</b>		<b>11,588,950.00</b>	<b>11,588,950.00</b>	<b>1,523,604.42</b>	<b>232,961.27</b>	<b>10,065,345.58</b>	<b>13.15</b>
<b>TOTAL EXPENDITURES</b>		<b>11,920,314.00</b>	<b>11,920,314.00</b>	<b>1,822,033.25</b>	<b>174,281.77</b>	<b>10,098,280.75</b>	<b>15.29</b>
<b>NET OF REVENUES &amp; EXPENDITURES</b>		<b>(331,364.00)</b>	<b>(331,364.00)</b>	<b>(298,428.83)</b>	<b>58,679.50</b>	<b>(32,935.17)</b>	<b>90.06</b>

PERIOD ENDING 12/31/2019

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

GL NUMBER	DESCRIPTION	2019-20	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BGDGT
		ORIGINAL BUDGET	AMENDED BUDGET	12/31/2019 NORM (ABNORM)	MONTH 12/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 594 - MARINA FUND							
Revenues							
Dept 000							
594-000-642.000	SALES	2,500.00	2,500.00	2,204.00	0.00	296.00	88.16
594-000-645.000	SALES - FUEL	90,000.00	90,000.00	93,986.70	0.00	(3,986.70)	104.43
594-000-646.000	SALES - DOCKAGE	77,000.00	77,000.00	45,704.81	0.00	31,295.19	59.36
594-000-665.000	INVESTMENT - INTEREST	0.00	0.00	205.34	0.00	(205.34)	100.00
594-000-667.000	RENTAL INCOME	9,000.00	9,000.00	5,170.00	0.00	3,830.00	57.44
594-000-672.000	OTHER REVENUE	0.00	0.00	(20.00)	0.00	20.00	100.00
594-000-698.000	INSURANCE SETTLEMENT	0.00	0.00	9,577.23	0.00	(9,577.23)	100.00
594-000-699.000	TRANSFERS IN	65,000.00	65,000.00	65,000.00	65,000.00	0.00	100.00
Total Dept 000		243,500.00	243,500.00	221,828.08	65,000.00	21,671.92	91.10
TOTAL REVENUES		243,500.00	243,500.00	221,828.08	65,000.00	21,671.92	91.10
Expenditures							
Dept 000							
594-000-704.000	WAGES - PART-TIME	25,000.00	25,000.00	18,005.02	60.00	6,994.98	72.02
594-000-708.000	COSTS - SUTA	63.00	63.00	51.13	0.15	11.87	81.16
594-000-709.000	COSTS - SOCIAL SECURITY	1,562.00	1,562.00	1,297.03	3.72	264.97	83.04
594-000-711.000	COSTS - MEDICARE	365.00	365.00	303.34	0.87	61.66	83.11
594-000-713.000	WAGES - OVERTIME	200.00	200.00	134.06	0.00	65.94	67.03
594-000-726.000	COSTS - WORKERS COMPENSATION	902.00	902.00	687.17	66.73	214.83	76.18
594-000-752.000	SUPPLIES - OPERATING	5,000.00	5,000.00	2,422.81	362.45	2,577.19	48.46
594-000-760.000	SUPPLIES - GASOLINE	54,180.00	79,180.00	64,802.92	0.00	14,377.08	81.84
594-000-761.000	SUPPLIES - DIESEL FUEL	23,220.00	23,220.00	19,000.45	0.00	4,219.55	81.83
594-000-801.000	PROFESSIONAL & CONSULTING SER	1,000.00	1,000.00	2,500.00	2,500.00	(1,500.00)	250.00
594-000-803.000	ADMINISTRATION	12,175.00	12,175.00	6,087.50	0.00	6,087.50	50.00
594-000-880.000	MARKETING & PROMOTION	2,000.00	2,000.00	0.00	0.00	2,000.00	0.00
594-000-918.000	UTILITIES - WATER	9,000.00	9,000.00	6,929.64	149.67	2,070.36	77.00
594-000-920.000	UTILITIES - ELECTRIC	9,500.00	9,500.00	5,027.75	742.66	4,472.25	52.92
594-000-921.000	UTILITIES - NATURAL GAS	3,500.00	3,500.00	801.93	322.99	2,698.07	22.91
594-000-930.000	REPAIRS/MAINT - BUILDINGS/LAN	10,000.00	19,600.00	11,348.21	876.94	8,251.79	57.90
594-000-930.001	REPAIRS/MAINT - SEICHE DAMAGE	10,000.00	530,000.00	529,071.92	0.00	928.08	99.82
594-000-931.000	REPAIRS/MAINT - EQUIPMENT	2,000.00	2,000.00	757.58	0.00	1,242.42	37.88
594-000-935.000	INSURANCE	2,500.00	2,500.00	820.58	0.00	1,679.42	32.82
594-000-958.000	SALES TAX	5,800.00	5,800.00	16,308.53	0.00	(10,508.53)	281.18
594-000-960.000	BANK CHARGES	5,500.00	5,500.00	5,540.36	0.00	(40.36)	100.73
594-000-985.000	CAPITAL OUTLAY	800.00	800.00	0.00	0.00	800.00	0.00
Total Dept 000		184,267.00	738,867.00	691,897.93	5,086.18	46,969.07	93.64
Dept 905 - DEBT SERVICE							
594-905-991.201	MARINA BLDG - PRINCIPAL	25,908.00	25,908.00	0.00	0.00	25,908.00	0.00
594-905-991.203	PRINCIPAL - INTERNAL LOAN	27,131.00	27,131.00	0.00	0.00	27,131.00	0.00
594-905-992.201	MARINA BLDG - INTEREST	6,479.00	6,479.00	0.00	0.00	6,479.00	0.00
594-905-992.203	INTEREST - INTERNAL LOAN	3,456.00	3,456.00	3,456.00	0.00	0.00	100.00
Total Dept 905 - DEBT SERVICE		62,974.00	62,974.00	3,456.00	0.00	59,518.00	5.49
TOTAL EXPENDITURES		247,241.00	801,841.00	695,353.93	5,086.18	106,487.07	86.72

PERIOD ENDING 12/31/2019

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

GL NUMBER	DESCRIPTION	2019-20 ORIGINAL BUDGET	2019-20 AMENDED BUDGET	YTD BALANCE 12/31/2019 NORM (ABNORM)	ACTIVITY FOR MONTH 12/31/19 INCR (DECR)	AVAILABLE BALANCE NORM (ABNORM)	% BDGT USED
Fund 594 - MARINA FUND							
Fund 594 - MARINA FUND:							
	TOTAL REVENUES	243,500.00	243,500.00	221,828.08	65,000.00	21,671.92	91.10
	TOTAL EXPENDITURES	247,241.00	801,841.00	695,353.93	5,086.18	106,487.07	86.72
	NET OF REVENUES & EXPENDITURES	(3,741.00)	(558,341.00)	(473,525.85)	59,913.82	(84,815.15)	84.81

PERIOD ENDING 12/31/2019

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

GL NUMBER	DESCRIPTION	2019-20	2019-20	YTD BALANCE	ACTIVITY FOR	AVAILABLE	% BDGT USED
		ORIGINAL BUDGET	AMENDED BUDGET	12/31/2019 NORM (ABNORM)	MONTH 12/31/19 INCR (DECR)	BALANCE NORM (ABNORM)	
Fund 661 - MOTOR POOL FUND							
Revenues							
Dept 000							
661-000-642.000	SALES	5,000.00	5,000.00	0.00	0.00	5,000.00	0.00
661-000-665.000	INVESTMENT - INTEREST	5,000.00	5,000.00	3,852.11	572.48	1,147.89	77.04
661-000-670.003	EQUIPMENT RENTAL - FIRE	76,000.00	76,000.00	37,999.98	6,333.33	38,000.02	50.00
661-000-670.004	EQUIPMENT RENTAL - PARKS	19,000.00	19,000.00	9,499.98	1,583.33	9,500.02	50.00
661-000-670.005	EQUIPMENT RENTAL - POLICE	50,000.00	50,000.00	24,000.00	4,000.00	26,000.00	48.00
661-000-670.006	EQUIPMENT RENTAL - PUBLIC WOR	90,000.00	90,000.00	45,000.00	7,500.00	45,000.00	50.00
661-000-670.007	EQUIPMENT RENTAL - STREETSEWE	0.00	0.00	58,000.02	9,666.67	(58,000.02)	100.00
661-000-670.008	EQUIPMENT RENTAL - WATER	50,000.00	50,000.00	25,000.02	4,166.67	24,999.98	50.00
661-000-670.009	EQUIPMENT RENTAL - WWTP	116,000.00	116,000.00	0.00	0.00	116,000.00	0.00
661-000-696.000	BOND/NOTE PROCEEDS	140,000.00	140,000.00	0.00	0.00	140,000.00	0.00
Total Dept 000		551,000.00	551,000.00	203,352.11	33,822.48	347,647.89	36.91
TOTAL REVENUES		551,000.00	551,000.00	203,352.11	33,822.48	347,647.89	36.91
Expenditures							
Dept 000							
661-000-935.000	INSURANCE	35,000.00	35,000.00	38,753.00	0.00	(3,753.00)	110.72
661-000-981.100	EQUIPMENT - DPW	436,027.00	436,027.00	118,036.75	0.00	317,990.25	27.07
661-000-981.200	EQUIPMENT - PARKS	15,500.00	15,500.00	0.00	0.00	15,500.00	0.00
661-000-981.300	EQUIPMENT - POLICE	53,000.00	53,000.00	53,435.02	11,615.90	(435.02)	100.82
661-000-981.400	EQUIPMENT - FIRE	29,000.00	29,000.00	29,000.00	0.00	0.00	100.00
661-000-981.600	EQUIPMENT - SEWER	91,311.00	91,311.00	66,310.92	0.00	25,000.08	72.62
661-000-981.700	EQUIPMENT - OTHER	0.00	0.00	29,647.00	29,647.00	(29,647.00)	100.00
Total Dept 000		659,838.00	659,838.00	335,182.69	41,262.90	324,655.31	50.80
TOTAL EXPENDITURES		659,838.00	659,838.00	335,182.69	41,262.90	324,655.31	50.80
Fund 661 - MOTOR POOL FUND:							
TOTAL REVENUES		551,000.00	551,000.00	203,352.11	33,822.48	347,647.89	36.91
TOTAL EXPENDITURES		659,838.00	659,838.00	335,182.69	41,262.90	324,655.31	50.80
NET OF REVENUES & EXPENDITURES		(108,838.00)	(108,838.00)	(131,830.58)	(7,440.42)	22,992.58	121.13
TOTAL REVENUES - ALL FUNDS		24,148,087.00	24,150,133.00	9,522,360.15	1,123,748.69	14,627,772.85	39.43
TOTAL EXPENDITURES - ALL FUNDS		24,879,824.00	25,836,695.00	8,698,878.03	1,007,910.51	17,137,816.97	33.67
NET OF REVENUES & EXPENDITURES		(731,737.00)	(1,686,562.00)	823,482.12	115,838.18	(2,510,044.12)	48.83



# Administrative Services

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

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

**From:** Edward Bradford, CFO *EB*

**Re:** December 31, 2019 Quarterly Financial Update

**Date:** January 28, 2020

Thad,

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

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

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

### **General Fund - 101**

General fund revenues are currently at 71.1% of budget. Most property taxes have been received and other line items are tracking well with the budget. Marihuana license fees have had a positive impact in business registration revenue and some additional insurance claim proceeds were received this fiscal year.

General fund expenditures are at 53.3% of amended budget. This is generally in line with expectations. Overtime in Police and Fire are approaching their budgeted amounts due to a variety of reasons and will require close attention moving forward, as well as a possible budget amendment.

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

The Major Street fund is at 29.3% of budgeted revenues. This appears low due to the timing of Act 51 and State Trunkline payments, and the treatment of revenue and expense for the 12<sup>th</sup> Street Grant by the State. Expenses are tracking well against budget at 37.8%.

*Soul of the Water. Spirit of the Woods.*

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

The Local Street fund is at 8.4% of budgeted revenues. This appears low due to the timing of Act 51 payments; and because we did not receive the MDOT Category B grant applied for. Expenses are at 14.1% of budget based on the timing of projects and not receiving the grant.

### **Refuse Fund - 226**

Revenue is at 62.1% of budget. Most property tax revenue has been received. Expenses are at 47.8% of budget. With the move of the recycling center to MCC, we should save some money on reduced fiber recycling charges.

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

Revenues are at 133.8% for the year. The exceptionally strong stock market of late has increased gains on our investments, although royalties are lagging a bit behind budget. Expenses are at 79.7% as most of the transfer out to the Capital Improvement Fund per the spending rule has occurred.

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

Revenues are at 94.6% of budget. The annual transfer in from the Oil & Gas fund has been largely made. Expenses are at 46.1% of budget and as expected. Timing of projects impacts the total percentage spent.

### **Boat Launch - 501**

Boat Launch revenue is at 69.0% of budget. Final insurance proceeds of \$7,320 from the last fiscal year loss are included. Operating expenses are at 80.3%. The expenses are in line with the amended budget which includes repairs for covered losses from the high-water damage.

### **Water - 592**

The Water utility revenue is at 61.9% of budget. This is generally in line with expectations. Operating expenses are at 44.8% of budget. This is also generally in line with the budget, except for capital outlay for service replacements funded by the water pilot grant.

### **Sewer - 593**

The Sewer utility revenue is at 13.1% of budget. This is generally in line with expectations. The reason the percentage is low is because bond proceeds have not been received since we haven't closed on the USDA loan and the timing has been pushed back several months. Operating expenses are at 45.8% of budget with no significant variances.

### **Marina - 594**

The Marina operating revenue is at 91.1% of budget. Fuel sales have already met the budgeted amount and the annual transfer in from the capital improvement fund has occurred. Operating expenses are at 93.7% of budget as these expenses fall primarily at the start of the year. The numbers look different than in past years because of the dock replacements.

*Soul of the Water. Spirit of the Woods.*



Investment Report 12/31/2019

**INVESTMENTS BY TYPE**

Cash on Hand	\$ 709	0.0%
Checking	\$ 3,378,007	18.8%
Money Market	\$ 444,453	2.5%
CD	\$ 199,999	1.1%
Investment Pool	\$ 3,200,915	17.8%
Internal Loan	\$ 173,097	1.0%
Equities	\$ 7,501,431	17.2%
Bonds	\$ 3,092,373	41.7%

**Total \$ 17,990,983 100.0%**

**INVESTMENTS BY CUSTODIAN**

Huntington	\$ 3,378,007	18.8%
Flagstar	\$ -	0.0%
West Shore Bank	\$ -	0.0%
Chemical	\$ -	0.0%
Michigan CLASS	\$ 3,200,915	17.8%
Honor State Bank	\$ -	0.0%
UBS	\$ -	0.0%
City	\$ 173,805	1.0%
Charles Schwab	\$ 11,238,256	62.5%

**Total \$ 17,990,983 100.0%**

**INVESTMENTS BY MATURITY (est)**

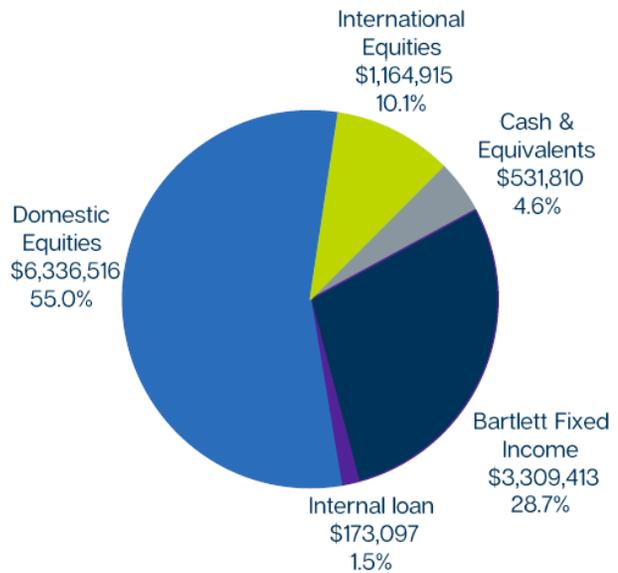
Available	\$ 7,024,083	39.0%
Equities	\$ 7,501,431	41.7%
Internal Loan	\$ 173,097	1.0%
CD's 0-2 years	\$ 199,999	1.1%
CD's 2+ years	\$ -	0.0%
<1 year bonds	\$ 301,473	1.7%
1-3 years bonds	\$ 558,680	3.1%
3-5 years bonds	\$ 669,786	3.7%
5-7 years bonds	\$ 694,851	3.9%
7-10 years bonds	\$ 370,020	2.1%
>10 years bonds	\$ 497,564	2.8%

**Total \$ 17,990,983 100.0%**

**COMMENTARY:**

The value of the oil & gas fund as of 12/31/2019 was \$11.5 million, an all-time high! For the six months of FY 2020 the fund generated revenue and capital gains of \$923,000. The rate of return for the second quarter was 5.8%, reflecting continued strong market growth.

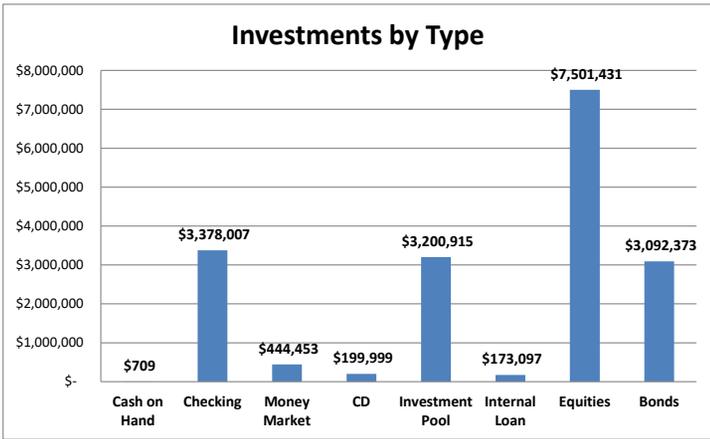
Asset allocation is shown below:



Performance is shown below:

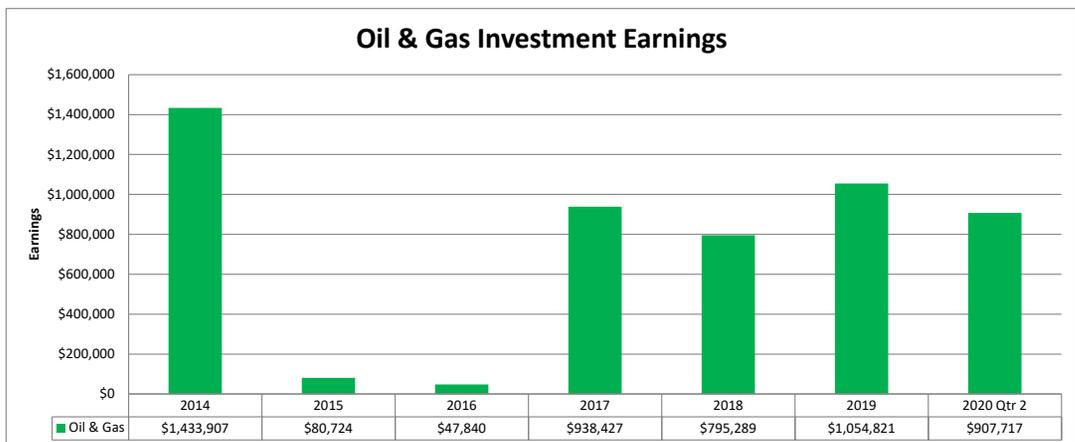
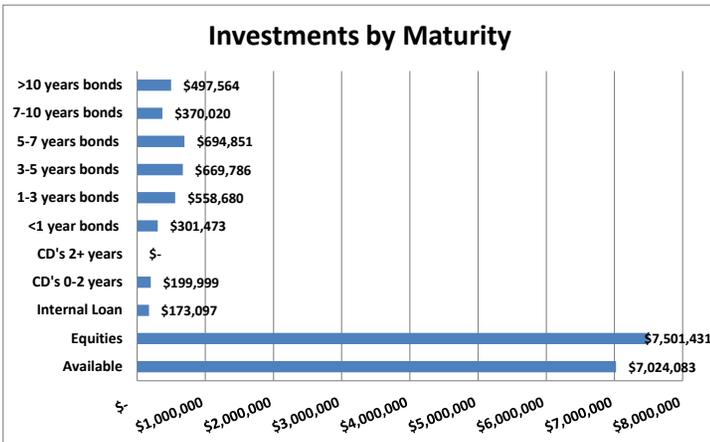
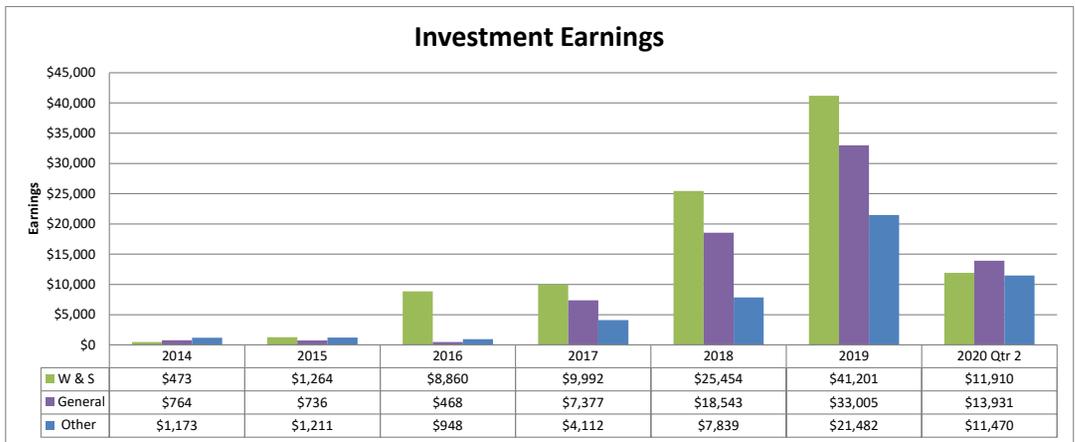
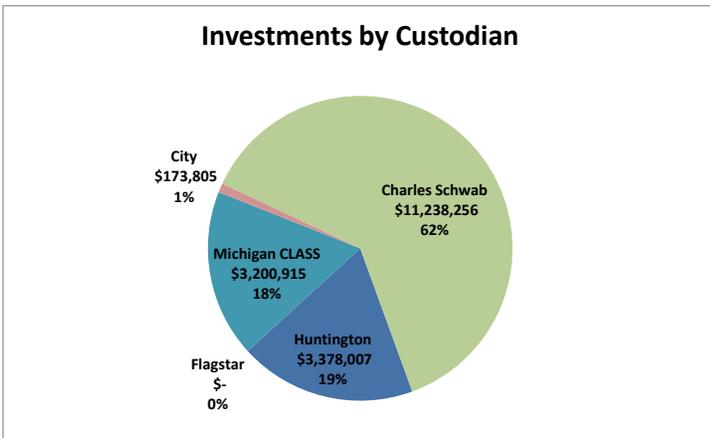
-----Annualized-----				
Quarter to Date	Trailing 1 Year	Trailing 3 Year	Trailing 5 Year	Since Inception (3/31/09)
5.8%	23.2%	11.4%	7.7%	10.0%

The Oil & Gas fund has returned an annualized rate of return of 10% since early 2009, an extraordinary track record.



### INVESTMENT EARNINGS

Fiscal Year	Oil & Gas	W & S	General	Other	Total
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	\$ 1,054,821	\$ 41,201	\$ 33,005	\$ 21,482	\$ 1,150,509
2020 Qtr 2	\$ 907,717	\$ 11,910	\$ 13,931	\$ 11,470	\$ 945,028
<b>Total</b>	<b>\$ 7,682,979</b>	<b>\$ 117,264</b>	<b>\$ 82,361</b>	<b>\$ 69,122</b>	<b>\$ 7,951,726</b>



MEMO TO: Thad Taylor, City Manager  
FROM: Jeffrey W. Mikula, Public Works Director  
DATE: January 21, 2020  
SUBJECT: State Trunkline Maintenance Contract  
Michigan Department of Transportation

*JWM*



**Public Works**

**231-723-7132**

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Every five years the City contracts with the Michigan Department of Transportation (MDOT) to perform routine maintenance on the US 31 Trunkline within the City limits. The State reimburses the City for the direct costs associated with the work. The term of the contract is October 1, 2019 through September 30, 2024.

MDOT has a new requirement to utilize digital signatures to sign documents. They utilize the program DocuSign. We have been working with the State to remedy issues with DocuSign which have prevented us from signing MDOT documents. This has delayed executing the Maintenance Contract and several other items. The issue hasn't completely been resolved but we now have access through their Web Portal and are ready to proceed.

**MICHIGAN DEPARTMENT OF TRANSPORTATION**  
**STATE TRUNKLINE MAINTENANCE CONTRACT**  
**CITY OF MANISTEE**

This Contract, made and entered into this date of \_\_\_\_\_, by and between the Michigan Department of Transportation (MDOT), and the Michigan municipal corporation (Municipality) of the

City of Manistee.

**RECITALS:**

MDOT is authorized by 1925 PA 17 Section 2, MCL 250.62 to contract with the Municipality for the construction, improvement, or maintenance of state trunkline highways. MDOT, subject to the approval of the State Administrative Board; and

MDOT has so advised the State Transportation Commission and the Appropriations Committees of the Senate and House of Representatives in accordance with 1951 PA 51 Section 11c, MCL 247.661c; and

MDOT has affirmatively found that contracting with this Municipality for the maintenance of state trunkline highways and bridges within its contract area, is in the best public interest.

The parties agree as follows:

**Section 1. ORGANIZATION, EQUIPMENT, AND FACILITIES**

The Municipality will provide personnel, equipment, materials, and facilities to maintain the state trunkline highways and provide agreed upon services under the terms of this Contract. MDOT will review the Municipality's operation and organizational plan, annually, relative to the work to be completed under this Contract. MDOT will approve the plan if it meets MDOT's goals for the state trunkline system. The Municipality will furnish an organizational chart showing garage locations, all facilities including salt sheds, the names of supervisory personnel, and any other information incidental to the performance of this maintenance contract as required by the Region Engineer.

**Section 2. SCOPE OF WORK**

- A. The Municipality will perform maintenance work under the direction of the Region Engineer of MDOT or a designee of the Region Engineer, acting under the general direction of the Engineer of Transportation Systems Management Operations of MDOT. Maintenance and other work will be performed under the terms of this Contract and as covered by the Field Activity Budget, subsequent work plans, and Transportation Work Authorizations (TWAs), for each fiscal year, which are incorporated herein by reference. Work performed under this Contract will be performed in accordance with accepted maintenance practices and/or specifications provided by MDOT as identified in a written Letter of Understanding.
  - 1. A written Letter of Understanding shall be drafted by MDOT and signed by both MDOT and the designated representative of the Municipality. The letter shall remain in effect until either replaced or modified by the Region Engineer and approved by the Municipality. The letter will outline the number and type of maintenance activities to be performed under this Contract (A sample Letter of Understanding is attached as Appendix F). The Letter of Understanding shall provide sufficient detail of the work activities to be performed, expectations or outcomes from the performance of this work, and identification of budget line items for budgeting and billing purposes.
  - 2. The executed Letter of Understanding and all subsequent approved revisions thereto, are incorporated herein by reference as if the same were repeated in full herein.
  - 3. If the Municipality is unable to perform any of the services outlined in the Letter of Understanding on a twenty-four (24) hour, seven (7) day-a-week basis, the Municipality will immediately notify MDOT. MDOT will work with the Municipality to ensure that the services defined in the Letter of Understanding are performed.
- B. When the Municipality inspects permits on MDOT's behalf or assists MDOT with a permit:
  - 1. MDOT will require all Permit Applicants to "save harmless" the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, and the Municipality, their officials, agents and employees, against any and all claims for damages arising from operations covered by the permit as a condition of all permits issued by MDOT.

2. MDOT will further require Permit Applicants to provide comprehensive general liability insurance, including coverage for contractual liability, completed operations, and/or product liability, X (Explosion), C (Collapse), & U (Underground), and a contractor's protective liability with a blasting endorsement when blasting is involved, or commercial general liability insurance which includes all the above, naming as additional parties insured on all such policies, the State of Michigan, Transportation Commission, MDOT, and all officers, agents, and employees thereof, the Municipality their officials, agents, and employees. The Permit Applicant will provide written proof of the insurance to MDOT. MDOT may waive this requirement for permits issued to governmental entities and public utilities or when specifically waived by the Municipality in writing.
3. The amounts of such insurance will be no less than:

Comprehensive General Liability:

Bodily Injury	--	\$500,000 each occurrence
	--	\$500,000 each aggregate
Property Damage	--	\$250,000 each occurrence
	--	\$250,000 each aggregate

Commercial General Liability Insurance:

\$500,000 each occurrence and aggregate

- C. TWAs may be issued by the Region Engineer for special maintenance work (work not covered by the Line Item Budget) and non-maintenance work. This work may be performed by the Municipality or a subcontractor as set forth in Section 9 of this Contract. TWAs will be performed in accordance with MDOT's accepted maintenance practices and specifications as specified on the TWA. The Municipality will provide the necessary supervision or inspection to assure that the work is performed in accordance with the TWA.

The Municipality and MDOT may agree to include additional maintenance items to be covered under this Contract. Such items may include, but are not limited to, maintenance of traffic control devices (signals), freeway lighting and intelligent traffic system (ITS). All such work will be listed in the Letter of Understanding, included in the line item budget and defined in a supplemental scope which will become an attachment to this Contract.

The Municipality shall be responsible for providing all traffic control necessary to complete the work as outlined in this Contract unless otherwise agreed to by MDOT.

The Municipality and MDOT may enter into separate agreements for the shared payment of installation, maintenance, and energy costs for traffic control devices.

- D. The Region Engineer is authorized to issue written orders, as necessary, for the performance of maintenance work under the provisions of this Contract.

**Section 3. INTEGRATION OF STATE AND MUNICIPAL WORK**

The Municipality will furnish qualified personnel and adequate equipment and may furnish materials, as set forth in this Contract, as needed to perform maintenance on state trunkline highways, consistent with MDOT's established core level of service for winter and non-winter maintenance activities, an approved annual budget, work plan, and work schedule. Personnel and equipment may be used on the local road system and state trunkline highways as conditions warrant.

**Section 4. HIGHWAY MAINTENANCE CONTRACT ADMINISTRATOR**

The Municipality hereby designates Jeffrey W. Mikula, DPW Director as Contract Administrator on state trunkline highways, who will be responsible for budget and the administration of the Contract. In the event the Municipality desires to replace the Contract Administrator, the Municipality will notify MDOT within (30) days of the change in writing.

**Section 5. SUPERVISION**

The Municipality hereby designates, where applicable, the following:

Maintenance Superintendent (Streets): Jeffrey W. Mikula

Signal/Electrical Superintendent: Jeffrey W. Mikula

Storm Sewer Superintendent: Jeffrey W. Mikula

Other (Specify): \_\_\_\_\_

who will supervise all work covered by this Contract. In the event the Municipality desires to replace the designated contacts, the Municipality will notify MDOT within (30) days of the change in writing.

**Section 6. WAGE SCHEDULE**

Wages paid by the Municipality for work on state trunkline highways will be the same as on street work for the Municipality.

Premium Pay and Overtime Pay (specify under what conditions and percentage of regular rate paid if not specified in the attached labor agreement).

See Union Agreement

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Pay for “show-up time” (Specify under what conditions and number of hours, if a minimum number is used and is not specified in the attached labor agreement).

See Union Agreement

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No “stand by at home” pay will be included in charges for work on state trunkline highways.

MDOT will reimburse the Municipality for Direct Labor Overhead costs on all labor costs properly chargeable to MDOT, including but not limited to, vacation, sick leave, holiday pay, workers’ compensation, retirement, social security, group life insurance, hospitalization, longevity, unemployment insurance, and military leave, hereinafter referred to as “EMPLOYEE BENEFITS,” in accordance with Section 16.

**Section 7. MATERIALS TO BE ACQUIRED AND SPECIFICATIONS**

Material necessary for the performance under this Contract, may, at the option of the Municipality, be purchased by the Municipality unless otherwise directed by the Region Engineer. The Municipality will advertise and receive competitive bids when such purchases exceed Ten Thousand Dollars (\$10,000.00) or if required by federal or state law.

The Municipality will retain documentation that such bids were taken. Failure to retain documentation that such bids were taken may result in denial of reimbursement of the costs of such materials.

The following materials: bituminous pre-mixed materials, bituminous materials, aggregates (except ice control sand), bulk salt and traffic control devices used on state trunkline highways by the Municipality will conform to current or supplemental specifications of MDOT, unless otherwise approved in advance by the Region Engineer. The Region Engineer may require approval by MDOT'S Construction Field Services Division or by a laboratory approved by the Construction Field Services Division. Copies of approvals will be placed on file in the offices of the Municipality and the Region Engineer. If MDOT-owned materials are stored jointly with Municipality-owned materials, proper and adequate inventory records must be maintained by the Municipality, clearly indicating the portion that is MDOT-owned.

**Section 8. PRICE SCHEDULE OF MATERIALS AND SERVICES**

Materials produced and/or supplied by the Municipality including aggregates and bituminous materials, may be furnished at a firm unit price subject to approval of source and price by the Region Engineer. Firm unit prices are not subject to unit price adjustment by review.

The Municipality may change, add, or delete firm unit prices when requested in writing and approved by the Region Engineer at least sixty (60) days prior to the effective date of the change, addition, or deletion.

FIRM UNIT PRICES

<u>ITEM KIND</u>	<u>ITEM LOCATION</u>	<u>PRICE UNIT</u>	<u>PRICE INCLUDES*</u>	<u>PER UNIT</u>
N/A				

Insert above, the following applicable number(s):

\*Firm Unit Price Includes:

<u>Item Kind</u>	<u>Item Locations</u>
1. Processing/or Mixing Costs	1. Pit Site
2. Stockpiling/or Hauling to Stockpile Costs	2. Yard
3. Royalty Costs	3. Other (Describe)
4. Municipal Supplied Salt or Calcium Chloride (when used in a winter salt/sand mixture)	
5. Winter Sand	
6. Bituminous Costs	
7. Other (Describe)	

MDOT may review all records necessary to confirm the accuracy of the material quantities for all materials on the Firm Unit Price List shown above for which the Municipality requests reimbursement.

Items purchased from a vendor source or vendor stockpile for direct use on the state trunkline highways, are not eligible for firm unit price consideration and should be billed at vendor pricing.

Reimbursement for all materials supplied by the Municipality which are not included in the firm unit price schedule will be reimbursed in accordance with Section 16(D). MDOT may review all records for materials purchased from a vendor source or vendor stockpile for direct use on state trunkline highways.

**Section 9. SUBCONTRACTS**

The Municipality may subcontract any portion of the work to be performed under this Contract. Bid/price solicitation and subcontracts will be in conformance with the Municipality’s contracting process, and applicable state laws, except as modified herein. All subcontracted work will require the Municipality to submit a Quotation Request for Services or Equipment (Form 426) along with relevant bid and contract documents and bid or quote tabulation.

All subcontracted work will be performed in accordance with the established Scope of Work outlined on Form 426 and any specifications developed by the Municipality and/or MDOT for said subcontracted work. The scope of work and specifications (if any) must be approved by the Region Engineer. The Municipality will provide the necessary supervision or inspection to assure the subcontracted work is performed in accordance with the scope of work and specifications. At no time will the Municipality pay for subcontracted work until the work has been inspected and approved for compliance with the scope of work and specifications.

Emergency work will be subcontracted based on a verbal approval given by the Region Engineer. The work must be supported by the subsequent submission of Form 426 upon completion of work. State Administrative Board approval is required within thirty (30) days of completion of emergency work for contracts of \$250,000 or greater.

It is the intent of the parties to extend the terms of the Contract if the subcontract work is in progress at the conclusion of the Contract term. This provision shall not apply if this Contract is terminated by the Municipality or MDOT.

Failure to obtain the necessary approvals or to retain the documentation that the bids, prices, or rate quotations were solicited as required under this Section, may result in a denial of the reimbursement of the costs.

For subcontracts involving the items of CLEANING DRAINAGE STRUCTURES, SWEEPING AND FLUSHING or GRASS AND WEED CONTROL, the Municipality will include a cancellation clause that will allow the Municipality to cancel the subcontract if funds are not made available by MDOT.

County and/or Municipality-based advantage programs (CBA Process) or any type of preference program that awards contracts based on criteria other than low bid through the competitive bidding process, will not be used for MDOT-funded projects.

The term of the subcontract will not exceed five (5) years; said term will include any time extensions.

**The subcontract solicitation and approval process will be as follows:**

- A. **Subcontracts \$24,999 or less:** The Municipality will solicit either a bid price, or rate quotation from three or more qualified sources. Documentation of solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. Region Engineer approval of Form 426 is required.
- B. **Subcontracts \$25,000 or greater:** The Municipality will advertise and award by competitive bid. Advertisements must clearly define contract term and location of work. Documentation of the solicitation from all qualified sources must be retained for at least three (3) years following final payment made for each subcontract. Region Engineer approval of Form 426 is required.

**State Administrative Board approval is required prior to the execution of contracts that are \$500,000 or greater.**

State Administrative Board requirements for Amendments (previously referred to as overruns, extra work and adjustments), are outlined in Appendix E, attached hereto and made a part hereof.

**Section 10. NON-DISCRIMINATION**

In connection with the performance of maintenance work under this Contract, the Municipality (hereinafter in Appendix C referred to as the “contractor”) agrees to comply with the State of Michigan provisions for “Prohibition of Discrimination in State Contracts,” as set forth in Appendix C, attached hereto and made a part hereof. The Municipality further covenants that it will comply with the Civil Rights Act of 1964, being P.L. 88-352, 78 Stat. 241, as amended, being Title 42 U.S.C. Sections 1971, 1975a-1975d, and 2000a-2000h-6 and will require similar covenants on the part of any contractor or subcontractor employed in the performance of this Contract.

**Section 11. ANTI-KICKBACK**

No official or employee of the Municipality or of the State of Michigan will receive remuneration (directly or indirectly) for the purchase of materials, supplies, equipment, or subcontracts in connection with the performance of this Contract.

**Section 12. SCOPE OF CONTRACT**

It is declared that the work performed under this Contract is a governmental function which the Municipality performs for MDOT. This Contract does not confer jurisdiction upon the Municipality over the state trunkline highways encompassed by this Contract or over any other state trunkline highways. This Contract may not be construed to confer temporary or concurrent jurisdiction upon the Municipality over a state trunkline highway. Nothing inconsistent with the underlying statutory jurisdiction, duties, prerogatives, and obligations of MDOT is herein intended. The parties hereto further declare that this Contract is not made for the benefit of any third party.

**Section 13. INSURANCE**

- A. The Municipality will furnish MDOT with a certificate of automobile liability insurance, which complies with the No-Fault Automobile Insurance laws of the State of Michigan, MCL 500.3101, *et seq.* The Insurance coverage will include vehicles owned, leased or rented by the Municipality. Such insurance will not be less than Two Hundred and Fifty Thousand Dollars (\$250,000.00) for bodily

injury or death of any one person. Coverage for public liability, property damage, and combined single limit will also comply with the No-Fault Automobile Insurance laws of the State of Michigan. The Municipality will provide thirty (30) days notice to MDOT prior to cancellation, termination, or material change of the policy. The certificate of said insurance, on MDOT Form shall be submitted to MDOT on DEPARTMENT Form 428 (Certificate of Insurance for State Highway Maintenance Contract) covering public liability and property damage, indicating thereon the policy number, and the aforesaid thirty (30) days notice provisions and the limits of liability. The Municipality agrees to review its insurance programs with its statewide association in an attempt to obtain cost savings and efficiency for MDOT.

If the Municipality is self-insured, a copy of the Secretary of State's Certificate of Self-insurance will be submitted to MDOT.

- B. In the event the Municipality receives a Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality for its alleged acts or omissions on a state trunkline highway, the Municipality will provide a copy of such notice to the Assistant Attorney General, within fifteen (15) days of receipt of said notice or complaint. The Notice of Intent to File Claim and/or any complaint filed by a person seeking to recover damages from the Municipality will be sent to:

Assistant Attorney General  
Division Chief  
Transportation Division  
Van Wagoner Building - 4<sup>th</sup> Floor  
425 West Ottawa Street  
P.O. BOX 30050  
Lansing, Michigan 48909

Thereafter, the Municipality will provide copies of pleadings and other information regarding the claim or lawsuit when requested by an Assistant Attorney General

#### **SECTION 14. WORKERS' DISABILITY COMPENSATION**

The Municipality will comply with the Michigan Workers' Disability Compensation Law for all employees performing work under this Contract, MCL 500.3400, *et seq.*

## SECTION 15. BUDGET GUARANTEE

Each MDOT fiscal year, a winter and non-winter maintenance budget will be prepared separately. These budgets will be established by the Region Engineer within guidelines established by MDOT. Prior to the development of an annual budget by the Region Engineer, the Municipality and MDOT will meet and develop a proposed work plan including a schedule for routine maintenance and the associated cost of the work plan for the coming year. This proposed work plan will be broken down by month and form the basis of the non-winter maintenance budget for the Municipality for the next fiscal year. The non-winter budget will be balanced over all twelve months of the fiscal year. The budget will be adjusted each month to address budget overruns and under-runs to ensure that total Municipality budget is not exceeded. MDOT will work with the Municipality to reach agreement on the components of this annual work plan, taking into consideration the features and conditions of the state trunkline system within the Municipality's contract area, as well as the size of the Municipality's staff that is available for state trunkline Highway maintenance. MDOT and the Municipality will identify maintenance activities that can be performed in the winter months when not performing winter maintenance.

The Municipality will work with MDOT to develop an annual priority plan for scheduling work over the term of this Contract consistent with MDOT'S road preservation objectives.

MDOT will establish the winter maintenance budget based on a five (5)-year average of winter expenditures which includes the costs for labor, fringe benefits, equipment, MDOT Salt Stores, Municipality supplied road salt, winter sand, other de-icing chemicals and overhead.

The Region Engineer and the Municipality will review the non-winter maintenance budget together at least every other month. This review will cover work planned and conducted, work planned and not conducted, and the current status of the non-winter maintenance budget. Any adjustments to the proposed work plan to curtail or expand operations to meet budget limitations will be covered in this budget review. During winter operations, the winter budget will be reviewed monthly by the Region Engineer and the Municipality.

MDOT and the Municipality will meet between March 1 and May 15 of each budget year to discuss a supplemental summer program. The supplemental summer program will be funded by the remainder of the winter budget. During this meeting, participants will estimate the remainder of the winter budget, review the status of current and future bills for winter maintenance and propose a supplemental summer. The proposed work activities will be prioritized to support MDOT'S preservation strategy as indicted in Appendix G.

## SECTION 16: REIMBURSEMENT SCHEDULE REQUEST FOR REIMBURSEMENT

MDOT will reimburse the Municipality for the following costs incurred in the performance of routine maintenance, non-maintenance, and all other work covered by this Contract, except as set forth in Sections 18, 19, 20, and 21. To be eligible for reimbursement under this Section, costs must be submitted to MDOT prior to the start of the review for each respective year of the Contract period.

- A. MDOT will reimburse the Municipality for the cost of all labor employed in the performance of this Contract. The reimbursement will include the expense of permit inspections, field and office engineering, and reviewing expenses in connection with force account work by subcontractors.
- B. MDOT'S share of the cost of EMPLOYEE BENEFITS as referred to in Section 6 as a percentage of payroll. The percentage shall be developed using MDOT Form 455M (Report of Employee Benefit Costs for the Municipality) and shall conform with the general accounts of the Municipality on the Municipality's previous fiscal years' experience. These charges are subject to review in accordance with Section 25.
- C. MDOT'S share of the actual cost of Municipality owned or purchased energy.
- D. MDOT will reimburse the Municipality for the cost of purchased bulk (measured by volume or weight) materials and Non-Bulk (measured by area or count) material used in the performance of this Contract. The Municipality shall deduct all discounts or rebates in excess of two percent (2%), to establish the reimbursed cost.
- E. MDOT will reimburse the Municipality for the cost of handling materials furnished by the Municipality and materials furnished by MDOT as follows:
  1. **Bulk Items (measured by volume or weight):**

The direct expenses of handling, such as unloading, processing, stockpiling, heating or loading of materials measured by volume or weight in bulk, bags or drums such as aggregates, bituminous materials and chemicals, on condition that reimbursement of such expenses is not provided elsewhere herein, provided that these costs can be identified within the records of the Municipality. When bulk items paid for by MDOT are co-mingled with the Municipality's materials, MDOT will only reimburse the Municipality for the cost of handling the portion expected to be used on the state trunkline highways. The Municipality will establish a rate of use annually, based on the previous year's use to

identify MDOT's share of handling cost. The Municipality's established rate is subject to adjustment by review.

2. **Non-Bulk Items (measured by area or count):**

A five percent (5%) handling and storage charge may be added to the purchase price of all materials measured by area or count provided such materials are stocked in and distributed from approved storage facilities. When reported by the Municipality, charges for handling and storage in excess of five percent (5%) will be reimbursed to the Municipality upon review, provided that these charges can be identified and supported within the records of the Municipality.

- F. Equipment owned by the Municipality will be reimbursed at the established rental rates found in Schedule C, Report 375 Equipment Rental Rates, issued annually by MDOT. Rented equipment will be reimbursed at actual cost for the equipment rental.
- G. MDOT will reimburse the Municipality for the amounts paid by the Municipality to a subcontractor as set forth in Section 9.
- H. MDOT will reimburse the Municipality for the cost of labor, materials, and equipment rental incurred in connection with engineering, supervision, and inspection of subcontract work.
- I. Overhead in Accordance with Attached Overhead Schedule.

MDOT will reimburse the Municipality for overhead costs at the appropriate percentage rate as indicated in Appendix B. The overhead rate shall be based upon the original annual budget established for the Municipality and shall not change.

The overhead amount payable under Section 16(I) is reimbursement to the Municipality for all costs and expenses arising out of the performance of this Contract not specifically described in other sections of this Contract. This reimbursement includes salary and expenses (including transportation) of the Maintenance Superintendent (except as noted in Section 16(K)), salaries of clerical assistants, including radio communication staff, office expense, storage rentals on Municipality owned property, and the cost of small road tools. Work tools without a power assist and used in a road or a bridge maintenance activity, are considered small road tools. Small road tools do not have an equipment rental rate listed in Schedule C, Report 375, Equipment Rental Rates. Small road tools are reimbursed as an overhead cost.

- J. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.

- J. MDOT will reimburse the Municipality for MDOT'S pro-rata share of the cost to maintain chemical storage facilities as provided for in the chemical storage facility contracts between the Municipality and MDOT.
- K. Requests for reimbursement to be made at least bi-monthly (every other month) on the basis of certified statement of charges prepared and submitted by the Municipality within thirty (30) days from the end of each bi-monthly period on forms furnished by MDOT or using an equivalent approved alternative format. Costs submitted beyond sixty (60) days from the end of each bi-monthly period will include written justification for the delay and will be paid only upon approval of the Region Engineer. Upon written request to the Region Engineer, payment may be made to the Municipality on a monthly basis, after submission to MDOT of certified statements of costs for each monthly payment period. Municipalities with a line item budget contract of \$100,000 or greater **shall** submit request for reimbursement on a **monthly** basis through MDOT'S Local Agency Payment System (LAPS).
- L. The Municipality will be reimbursed as a direct cost for work performed by the Maintenance Superintendent making regular inspections of state trunkline highways in accordance with written instructions from the Region Engineer. This time shall be specifically recorded on daily time sheets and reported as a direct labor charge.

It is further agreed that in smaller municipalities, the Maintenance Superintendent designated above may at times be engaged in tasks other than those of a strictly supervisory nature, such as operator of a truck or other highway equipment. The Municipality may be reimbursed for this time worked on state trunklines, provided that all such time for non-supervisory work is specifically recorded on the daily time sheet and reported on the Maintenance Payroll Report Form 410A. The exact dates on which the Maintenance Superintendent so worked, the number of hours worked, and the number of hours worked under each classification shall be indicated on the Maintenance Payroll Report Form 410A.

## SECTION 17: ELECTRONIC FUNDS TRANSFER

Public Act 533 of 2004 requires that payments under this Contract be processed by electronic funds transfer (EFT). The Municipality is required to register to receive payments by EFT at the SIGMA Vendor Self Service (VSS) website ([www.michigan.gov/SIGMAVSS](http://www.michigan.gov/SIGMAVSS)).

**SECTION 18: SNOW HAULING**

MDOT will share in the cost of snow hauling if each snow hauling effort is approved by the Region Engineer. MDOT'S share of snow hauling will be determined based on the ratio of area designated for traffic movement to the total area of the state trunkline highway right-of-way within the agreed upon area of snowhaul. MDOT will subtract the area of parking lanes and sidewalks from the total area of the state trunkline highway right-of-way to determine the area designated for traffic movement. MDOT'S reimbursement for snow hauling from state trunkline highways, based upon this calculation, is paid at the rate of 100 percent (%) of actual charges supported by proper documentation. The frequency (annually, each storm, etc.) will be at the discretion of the Region Engineer. The Municipality should denote snow hauling charges as Activity 149, Other Winter Maintenance, on Trunk Line Maintenance Reports. A prior written authorization for each snow haul event from the Region Engineer shall be required and kept on file for review purposes.

The Municipality agrees that it will prohibit additional snow from being deposited on the highway right-of-way from side streets.

**SECTION 19: PAVEMENT MARKING**

Compensation for the item of PAVEMENT MARKING will be made on the basis of actual expenditure only, except in no case will the Municipality be compensated for a total expenditure in excess of the amount designated for PAVEMENT MARKING in the Line Item Budget for the appropriate MDOT fiscal year. Compensation for PAVEMENT MARKING is limited to only painting authorized by the Region Engineer. The Municipality shall not include charges for curb painting in the routine maintenance cost for state trunkline maintenance.

**SECTION 20: COMPENSATION FOR AESTHETIC WORK ITEMS**

Compensation for the items of SWEEPING AND FLUSHING, GRASS AND WEED CONTROL and ROADSIDE CLEAN UP will be made on the basis of actual expenditures only, except that in no case will the Municipality be compensated for a total expenditure in excess of the budget amount designated each of these three work activities on the Summary of the Field Activity Budget for the appropriate MDOT fiscal year.

The number of work operations for each of these three activities will be agreed upon between the Municipality and Region Engineer; and reflected in each line activity budget amount.

## **SECTION 21: TREES AND SHRUBS**

Except for emergency work, the Municipality must request MDOT'S written approval to remove dead trees and/or trim trees prior to the start of work. MDOT will pay all costs to remove dead trees. MDOT and Municipality shall equally share costs when state and local forces combine efforts to trim trees within the trunkline right-of-way as approved by the Region Engineer.

## **SECTION 22: EQUIPMENT LIST**

The Municipality will furnish MDOT a list of the equipment it uses during performance under this Contract, on MDOT form 471 (Equipment Specifications and Rentals.) This form shall be furnished to MDOT no later than February 28 of each year.

## **SECTION 23: RECORDS TO BE KEPT**

The Municipality will:

- A. Establish and maintain accurate records, in accordance with generally accepted accounting principals, of all expenses incurred for which payment is sought or made under this Contract, said records to be hereinafter referred to as the "RECORDS." Separate accounts will be established and maintained for all costs incurred under the state trunkline maintenance contract. The Municipality will retain the following RECORDS, and others, in accordance with generally accepted accounting principles:
  1. Retain daily timecards or electronic timekeeping files for employees and equipment indicating the distribution of time to route sections and work items. Daily timecards must be signed by the employee, the immediate supervisor and by the timekeeper when the timekeeper is employed. If the Municipality uses crew-day cards, it will retain crew-day cards backed by a time record for the pay period signed as above, in lieu of daily individual timecards detailing the time distribution. If the Municipality uses electronic timekeeping, it will retain data files detailing time distribution and assigned supervisor approval.
  2. Retain properly signed material requisitions (daily distribution slips) which indicate type of material, quantity, units of measure, the date of distribution and the distribution to route sections and work items.

3. Retain additional cost records to support and develop unit cost charges and percentages as applied to invoice costs. No such cost records are necessary in support of the overhead percentage or the five percent (5%) handling charge.
- B. The Municipality will maintain the RECORDS for at least three (3) years from the date of MDOT'S receipt of the statement of charges for the quarter ending September 30 of each year of this Contract period. In the event of a dispute with regard to the allowable expenses or any other issue under this Contract, the Municipality will thereafter continue to maintain the RECORDS at least until that dispute has been finally decided and the time for all available challenges or appeals for that decision has expired.

Representatives of MDOT may inspect, copy or review the RECORDS at any mutually acceptable time. However, the Municipality cannot unreasonably delay the timely performance of the review.

#### **SECTION 24: COST CERTIFICATION, REIMBURSEMENT AND ADJUSTMENT**

The Municipality hereby certifies that, to the best of the Municipality's knowledge, the costs reported to MDOT under this Contract will represent only those items which are properly chargeable in accordance with the Contract. The Municipality also hereby certifies that it has read the Contract terms and is aware of the applicable laws, regulations, and terms of this Contract that apply to the reporting of costs incurred under the terms of this Contract.

#### **SECTION 25: CONTRACT REVIEW AND RESPONSE**

The Municipality's records will be subject to review/audit within the statute of limitations, and the review/audit period will coincide with the Municipality's fiscal year, unless the Contract is terminated or not renewed. The term "review/audit" hereafter will be referred to as "review".

Charges by the Municipality for maintenance of state trunkline highways and authorized non-maintenance work performed under this Contract will not be adjusted (increased or decreased) by review after twenty-four (24) months subsequent to the date of MDOT'S receipt of certified statement of charges for the quarter ending September 30 of each year of this Contract period. This limitation will not apply in case of fraud or misrepresentation of material fact or if mutually agreed to in writing.

The firm unit prices for aggregates and bituminous materials that are processed and furnished by the Municipality will not be subject to adjustment.

If any adjustments are to be made, the Municipality will be notified of the tentative exceptions and adjustments within the above twenty-four (24) month period. The twenty-four (24) month period is intended only as a limitation of time for making adjustments and does not limit the time for payment of such amounts. In the event that a review performed by or on behalf of MDOT indicates an adjustment to the costs reported under this Contract or questions the allowability of an item of expense, MDOT will promptly submit to the Municipality a Notice of Review Results and a copy of the Review Report, which may supplement or modify any tentative findings communicated to the Municipality at the completion of a review.

Within sixty (60) days after the date of the Notice of Review Results, the Municipality will:

1. Respond in writing to the responsible Bureau of MDOT indicating whether or not it concurs with the Review Report;
2. Clearly explain the nature and basis for any disagreement as to a disallowed item of expense; and
3. Include a written explanation as to any questioned item of expense. Hereinafter, the "RESPONSE" will be clearly stated and provide any supporting documentation necessary to resolve any disagreement or questioned item of expense. Where the documentation is voluminous, the Municipality may supply appropriate excerpts and make alternate arrangements to conveniently and reasonably make that documentation available for review by MDOT. The RESPONSE will refer to and apply the language of the Contract.
4. The Municipality agrees that failure to submit a RESPONSE within the sixty (60) day period constitutes agreement with any disallowance of an item of expense and authorizes MDOT to make a final decision to either allow or disallow any items of questioned cost.

MDOT will review submitted RESPONSE and attached documentation from the Municipality. MDOT will reply in writing acknowledging receipt of the Municipality RESPONSE. The submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. See Section 26, "Dispute Resolution Process".

## SECTION 26: DISPUTE RESOLUTION PROCESS

### A. Contract Disputes

For review disputes refer to Section 26 (B) below, all other disputes between the parties shall be resolved under the terms of this section. It is the intent that each party may communicate concerns relative to the contract and resolve any issues as they arise. After a contract issue has been resolved, a summary of the agreed upon resolution shall be jointly drafted and distributed. Some issues may require ongoing communication to resolve and may become an item for negotiation during the next review and renegotiation of the contract.

If the parties are unable to resolve any dispute, the parties must meet with the Engineer of Operations, Operations Field Services Division or designee. The following are steps to resolve the dispute without the need for formal legal proceedings:

- 1) The representative of the Municipality and MDOT must meet as often as the parties reasonably deem necessary to gather and furnish to each other all information with respect to the matter at issue which the parties believe to be appropriate and germane in connection with the dispute. The representatives shall discuss the problem and negotiate in good faith in an effort to resolve the dispute without the necessity of any legal proceeding.
- 2) During the course of negotiations, all reasonable requests made by one party to another for non-privileged information reasonably related to the Contract shall be honored in order that each of the parties may be fully advised of the other's position.
- 3) The specific format for the discussions shall be left to the discretion of the designated Municipality and MDOT representatives but may include the preparation of agreed upon statement of fact or written statements of position.
- 4) Statements made by the Municipality or MDOT during Dispute Resolution may not be introduced as evidence by either party in any judicial action related to or under this Contract.
- 5) In cases where disputes have not been resolved, any remaining issues will be referred to the MDOT Appeal Panel which consists of four Bureau Directors, three of which will constitute a quorum.
- 6) Every effort will be made to complete this process within 90 calendar days by both parties.

## B. Review Disputes

For Review Disputes the submitted RESPONSE and attached documentation from the Municipality will be referred to the MDOT Appeal Panel. The Appeal Panel consists of four Bureau Directors, three of which will constitute a quorum.

- 1) MDOT will provide the Municipality with an opportunity to appear before the Appeal Panel to explain and support their RESPONSE.
- 2) If, after an Appeal Panel written decision, the Municipality will either accept the decision or file a lawsuit in a court of proper jurisdiction to contest MDOT's decision. The filing of a lawsuit must be initiated by the Municipality within thirty (30) days of the receipt of the Appeal Panel's written decision. MDOT will not withhold or offset the funds in dispute if the Municipality files a lawsuit in a court of proper jurisdiction.
- 3) If the Municipality fails to repay an overpayment or reach an agreement with MDOT on a repayment schedule within the thirty (30) day period, the Municipality agrees that MDOT will deduct all or a portion of an overpayment from any funds due the Municipality by MDOT under the terms of this Contract.
- 4) Every effort will be made to complete this process within 60 calendar days by both parties.

This section shall not be construed to prevent either party from initiating, and a party is authorized to initiate, an action for breach of this Contract or for any other relief allowed by law earlier to avoid the expiration of any applicable limitations period, to preserve a superior position with respect to the other party, or under Injunctive Relief below. In the event that a dispute is not resolved through the Dispute Resolution Process, either party may initiate an action for breach of this Contract, or any other relief allowed by law in a court of proper jurisdiction. Time periods may be extended if mutually agreed upon by both parties.

### **Injunctive Relief**

The only circumstance in which disputes between MDOT and the Municipality shall not be subject to the provisions of this Dispute Resolution Process is when a party makes a good faith determination that it will suffer irreparable harm due to a breach of the terms of the Contract by the other party and that a temporary restraining order or other immediate injunctive relief is the only adequate remedy.

Each party agrees to continue performing its obligations under the Contract while a dispute is being resolved except to the extent the issue in dispute precludes performance (dispute over payment must not be deemed to preclude performance) and without limiting either party's right to terminate the Contract as provided in Section 28.

**SECTION 27: TERM OF CONTRACT**

This Contract will be in effect from October 1, 2019 through September 30, 2024.

**SECTION 28: BUDGET REDUCTION, TERMINATION OR NON-RENEWAL OF CONTRACT**

- A. For convenience and without cause, MDOT may reduce the budget, terminate, or choose not to renew this Contract, if written notice is given to the Municipality at least one (1) year prior to the beginning of the Contract year to which the budget reduction, termination, or expiration applies. One year from the date of such notice shall be deemed the termination date of the Contract.

The Municipality may reduce the budget, terminate, or choose not to renew this Contract if one (1) year's written notice, prior to the effective date of budget reduction, termination, or expiration is given to MDOT. One year from the date of such notice shall be deemed the termination date of the Contract.

- B. Upon termination of this Contract "for cause" or any reason, the Municipality must, for a period of time specified by MDOT (not to exceed 90 calendar days), provide all reasonable transition assistance requested by MDOT, to allow for the expired or terminated portion of the Contract Activities to continue without interruption or adverse effect, and to facilitate the orderly transfer of such Contract Activities to MDOT or its designees. This Contract will automatically be extended through the end of the transition period.

**SECTION 29: STATE OF MICHIGAN ADMINISTRATIVE BOARD RESOLUTION**

The provisions of the State Administrative Board Resolution 2017-2, April 25, 2017, as set forth in Appendix D, attached hereto and made a part hereof.

**SECTION 30: CONTRACTUAL INTERPRETATION**

All capitalized words and phrases used in this agreement have the meaning set forth in Appendix A.

All words and phrases not specifically defined in Appendix A shall be construed and understood according to the ordinary meaning of the words used, but technical words and phrases shall have the meanings set forth in MDOT's publications, manuals, advisories, or guides, as applicable. If no MDOT publication, manual, advisory or guide is applicable, such technical words shall be construed and understood according to the usual and accepted meaning used in the industry or field to which they relate. In case of any discrepancies between the body of this Contract and any appendices attached hereto, the body of this Contract will govern.



**APPENDIX A**  
**MICHIGAN DEPARTMENT OF TRANSPORTATION**  
**MUNICIPALITY CONTRACT**  
**DEFINITIONS**

**ANNUAL WORK PLAN:** A schedule developed by the Municipality, and a Region Engineer designee, of the routine maintenance work to be performed annually on state trunklines by the Municipality.

**BUDGET/FIELD ACTIVITY BUDGET:** Both items are defined as the budgeted amount distributed to the Municipality at the beginning of the fiscal year (October 1).

**CHEMICAL STORAGE FACILITIES:** Bulk salt storage buildings.

**COMPONENTS OF AN ANNUAL WORK PLAN:** An outline of agreed upon maintenance activities to be performed to meet the needs of the trunkline. The components of this plan shall be a list of prioritized maintenance needs and a general break-down of how the Municipality's budget will be applied to the standard maintenance activity groups to facilitate work on the maintenance needs.

**DEPARTMENT:** Means the Michigan Department of Transportation.

**MDOT APPEAL PANEL:** A panel comprised of four Bureau Directors responsible for deciding Contract disputes, three of which will constitute a quorum.

**EQUIPMENT SPECIFICATIONS AND RENTALS:** An annual list of equipment proposed to be used on the state trunkline system by the Municipality forwarded to the Department with the hourly rates of each piece of equipment.

**MICHIGAN STATE TRANSPORTATION COMMISSION:** The policy-making body for all state transportation programs. The Commission establishes policy for the Michigan Department of Transportation in relation to transportation programs and facilities and other such works as related to transportation development as provided by law. Responsibilities of the Commission include the development and implementation of comprehensive transportation plans for the entire state, including aeronautics, bus and rail transit, providing professional and technical assistance, and overseeing the administration of state and federal funds allocated for these programs.

**OFFICE OF COMMISSION AUDIT (OCA):** The Office of Commission Audit reports directly to the Michigan State Transportation Commission. The Office of Commission Audits is

charged with the overall responsibility to supervise and conduct review activities for the Department of Transportation. The auditor submits to the Commission reports of financial and operational audits and investigations performed by staff for acceptance.

**REGION ENGINEER:** The Department's designated chief engineer (or designee) responsible for the oversight of each MDOT region.

**RESPONSE:** A written explanation as to any questioned item of expense

**SCHEDULE C EQUIPMENT RENTAL RATES:** The Department's annual list of statewide hourly equipment rental rates that shall be charged for the use of road equipment.

**SMALL HAND TOOLS:** Hand tools which do not have power assist (non-powered) used for general road and bridge maintenance such as rakes, shovels, brooms, etc.

**STATE ADMINISTRATIVE BOARD:** The State Administrative Board consists of the Governor, Lieutenant Governor, Secretary of State, Attorney General, State Treasurer, and the Superintendent of Public Instruction. The State Administrative Board has general supervisory control over the administrative activities of all state departments and agencies, including but not limited to, the approval of contracts and leases, oversight of the state capitol outlay process, and the settlement of small claims against the state.

**STATE TRUNKLINE HIGHWAY:** A road, highway, or freeway under the jurisdiction of the Department, and usually designated with an M, US, or I, preceding the route number.

**WINTER MAINTENANCE:** Maintenance operations centered on the process to remove snow and ice from the trunkline to provide a reasonably clear and safe driving surface under winter conditions. The activity codes that define the budget line items for winter maintenance are:

1410: Winter maintenance

1440: Winter road patrol (*See winter maintenance patrol above*)

1490: Other winter maintenance (*Shall include maintenance items resulting from winter maintenance, but not actual winter maintenance, i.e. sweeping and flushing immediately after winter ends*)

This work includes all material costs required to conduct work under the above activity codes.

**APPENDIX B**  
**MICHIGAN DEPARTMENT OF TRANSPORTATION**  
**MUNICIPALITY CONTRACT**  
**OVERHEAD SCHEDULE**

**Effective October 1, 2019, through September 30, 2024**

Original Annual Budget Amount	Percent Allowed for Overhead	Percent Allowed for Small Tools	Total Percent Allowed
Up to \$25,000 _____	11.00 _____	.50 _____	11.50
\$25,001 to \$50,000 _____	10.25 _____	.50 _____	10.75
\$50,001 to \$75,000 _____	9.50 _____	.50 _____	10.00
\$75,001 to \$100,000 _____	8.75 _____	.50 _____	9.25
\$100,001 and over _____	8.00 _____	.50 _____	8.50

**APPENDIX C**  
**PROHIBITION OF DISCRIMINATION IN STATE CONTRACTS**

In connection with the performance of work under this contract; the contractor agrees as follows:

1. In accordance with Public Act 453 of 1976 (Elliott-Larsen Civil Rights Act), the contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, treatment, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. A breach of this covenant will be regarded as a material breach of this contract. Further, in accordance with Public Act 220 of 1976 (Persons with Disabilities Civil Rights Act), as amended by Public Act 478 of 1980, the contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of the above covenants will be regarded as a material breach of this contract.
2. The contractor hereby agrees that any and all subcontracts to this contract, whereby a portion of the work set forth in this contract is to be performed, shall contain a covenant the same as hereinabove set forth in Section 1 of this Appendix.
3. The contractor will take affirmative action to ensure that applicants for employment and employees are treated without regard to their race, color, religion, national origin, age, sex, height, weight, marital status, or any disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Such action shall include, but not be limited to, the following: employment; treatment; upgrading; demotion or transfer; recruitment; advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.
4. The contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, age, sex, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
5. The contractor or its collective bargaining representative shall send to each labor union or representative of workers with which the contractor has a collective bargaining agreement or other contract or understanding a notice advising such labor union or workers' representative of the contractor's commitments under this Appendix.
6. The contractor shall comply with all relevant published rules, regulations, directives, and orders of the Michigan Civil Rights Commission that may be in effect prior to the taking of bids for any individual state project.

7. The contractor shall furnish and file compliance reports within such time and upon such forms as provided by the Michigan Civil Rights Commission; said forms may also elicit information as to the practices, policies, program, and employment statistics of each subcontractor, as well as the contractor itself, and said contractor shall permit access to the contractor's books, records, and accounts by the Michigan Civil Rights Commission and/or its agent for the purposes of investigation to ascertain compliance under this contract and relevant rules, regulations, and orders of the Michigan Civil Rights Commission.
8. In the event that the Michigan Civil Rights Commission finds, after a hearing held pursuant to its rules, that a contractor has not complied with the contractual obligations under this contract, the Michigan Civil Rights Commission may, as a part of its order based upon such findings, certify said findings to the State Administrative Board of the State of Michigan, which State Administrative Board may order the cancellation of the contract found to have been violated and/or declare the contractor ineligible for future contracts with the state and its political and civil subdivisions, departments, and officers, including the governing boards of institutions of higher education, until the contractor complies with said order of the Michigan Civil Rights Commission. Notice of said declaration of future ineligibility may be given to any or all of the persons with whom the contractor is declared ineligible to contract as a contracting party in future contracts. In any case before the Michigan Civil Rights Commission in which cancellation of an existing contract is a possibility, the contracting agency shall be notified of such possible remedy and shall be given the option by the Michigan Civil Rights Commission to participate in such proceedings.
9. The contractor shall include or incorporate by reference, the provisions of the foregoing paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Michigan Civil Rights Commission; all subcontracts and purchase orders will also state that said provisions will be binding upon each subcontractor or supplier.

Revised June 2011

**APPENDIX D**

**STATE ADMINISTRATIVE BOARD  
RESOLUTION 2017-2  
PROCEDURES APPLICABLE TO MDOT CONTRACTS AND GRANTS  
AND  
RECISSION OF RESOLUTION 2011-2**

WHEREAS, the State Administrative Board (“Board”) exercises general supervisory control over the functions and activities of all administrative departments, boards, commissioners, and officers of this State, and of all State institutions pursuant to Section 3 of 1921 PA 2, MCL 17.3;

WHEREAS, the Board may adopt rules governing its procedures and providing for the general conduct of its business and affairs pursuant to Section 2, of 1921 PA 2, MCL 17.2;

WHEREAS, exercising its power to adopt rules, the Board adopted Resolution 2011-2 on August 30, 2011, establishing a \$500,000 or more threshold for Board approval of the Michigan Department of Transportation (“MDOT”) Professional Engineering Consultant Contracts and Construction Contracts and increasing the threshold for Board approval for Service Contracts to \$250,000 or more for initial contracts and \$125,000 or more for an amendment to a Service Contract;

WHEREAS, the Board has adopted Resolution 2017-1, raising the threshold for Board approval of contracts for materials and services to \$500,000 or more for the initial contract and \$500,000 or more for contract amendments, and rescinding Resolution 2011-1;

WHEREAS, MDOT is a party to a considerable number of contracts, the majority of which are funded via grants administered by federal agencies including the U.S. Department of Transportation’s Federal Highway Administration, Federal Transit Administration, Federal Railroad Administration, and Federal Aviation Administration, which oversee MDOT’s administration of such contracts and amendments thereto;

WHEREAS, MDOT has implemented internal procedures to assure the proper expenditure of state and federal funds and is subject to financial and performance audits by the Office of Commission Audits pursuant to 1982 PA 438, MCL 247.667a;

WHEREAS, MDOT is a party to a significant number of contracts which by their nature involve substantial consideration and often require amendments

arising out of changes in scope, differing field conditions and design errors and omissions;

WHEREAS, delays in the approval of amendments to contracts can result in postponement of payments to subcontractors and suppliers; work slowdowns and stoppages; delays in the completion of projects; exposure to additional costs; and exposure to litigation arising out of contractor claims; and

WHEREAS, recognizing the Board's duty to promote the efficiency of State Government, the Board resolves as follows:

1. Resolution 2011-2 is rescinded.

2. A contract for professional design, engineering or consulting services requiring MDOT prequalification in connection with the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Professional Engineering Consultant Contract") or a contract for the construction or physical improvement of a street, road, highway, bridge, transit or rail system, airport or other structure congruous with transportation ("Construction Contract") must be approved by the Board prior to execution by MDOT if the amount of the contract is \$500,000 or more. MDOT may obtain approval of the solicitation of a Professional Engineering Consultant Contract or a Construction Contract which, based on the estimate prepared by an engineer employed by the State of Michigan, is estimated to be \$500,000 or more. A contract arising out of such solicitation must be approved by the Board prior to execution by MDOT if the amount of the contract exceeds 110% of the State engineer's estimate.

3. An amendment to a Professional Engineering Consultant Contract or a Construction Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments exceed 10% of the original contract, except that an amendment to a Professional Engineering Consultant Contract or a Construction Contract need not be approved by the Board if: a) approved in accordance with applicable federal law or procedure by a representative of a federal agency contributing funds to the project that is the subject of the contract; or b) approved in accordance with MDOT's internal procedures provided the procedures include approval by at least one MDOT employee who has managerial responsibility and is neither the project manager nor directly involved in the administration of the project.

4. A contract for services not requiring MDOT prequalification ("Service Contract") in the amount of \$500,000 or more must be approved by the Board prior to execution by MDOT. A Service Contract does not include a Professional Engineering Consultant Contract or a Construction Contract.

5. An amendment to a Service Contract must be approved by the Board prior to execution by MDOT if the amount of the amendment and the sum of all previous amendments total \$500,000 or more. Thereafter, an amendment to a Service Contract must be approved by the Board if the amount of the amendment and the sum of all amendments executed after the most recent Board approval total \$500,000 or more.

6. A contract involving the conveyance of any real property interest under the jurisdiction of MDOT must be approved by the Board prior to execution by MDOT if the fair market value of the interest is \$500,000 or more. Fair market value must be determined in accordance with procedures approved by the State Transportation Commission.

7. MDOT may enter into a contract with a sub-recipient without approval of the Board if: a) the purpose of the contract is to provide federal or state matching funds for a project; b) MDOT has been authorized by an agency administering any federal funds to award them to the sub-recipient; and c) the sub-recipient has agreed to fully reimburse the State in the event the sub-recipient does not use the funds in accordance with the purpose of the funding. A sub-recipient includes, but is not limited to, a local unit of government, a governmental authority, a private non-profit entity, and a railroad or rail service provider.

8. MDOT may enter into a cost participation contract with a local unit of government without approval of the Board if: a) the contract involves the construction or physical improvement of a street, road, highway, bridge or other structure congruous with transportation; b) the construction or improvement is funded by federal, state or local funds; and c) the contract is approved by each entity providing funds or in accordance with applicable law.

9. MDOT may enter into a contract in connection with the award of a grant including state matching funds, to a local unit of government, a governmental authority, a private non-profit entity, a railroad or a rail service provider, without approval of the Board if the contract provides that the recipient will fully reimburse the State in the event grant funds are not used in accordance with the terms of the grant.

10. MDOT may enter into a contract with an airport sponsor without approval of the Board if the contract has been approved by the Michigan Aeronautics Commission.

11. MDOT may enter into a contract or award a grant without approval of the Board in situations where emergency action is required. For all emergency contracts or grants of \$250,000 or more, MDOT must transmit to the Board a

written report setting forth the nature of the emergency and the key terms of the contract or grant within 30 days of executing the contract or awarding the grant.

12. Notwithstanding any provisions of this resolution, the Board may require MDOT to report the status of any project and may require MDOT to obtain Board approval of any contract, grant or any amendment to a contract.

This Resolution is effective April 25, 2017.

APPROVED  
State  
Administrative Board  
  
4-25-17 *Paul M. Cousin*

**APPENDIX E**

**SUBCONTRACT REQUIREMENTS**

**SUMMARY OF STATE ADMINISTRATIVE BOARD  
REQUIREMENTS FOR AMENDMENTS  
(PREVIOUSLY REFERRED TO AS OVERRUNS,  
EXTRA'S AND ADJUSTMENTS)**

**Administrative Board Resolution (2017-2, April 25, 2017)**

**Amendments**

<b>Subcontract Requirements:</b>	<b>Amendment Amount</b>	<b>State Administrative Board (SAB) Approval Requirements:</b>
<ul style="list-style-type: none"> <li>• <b>Region Engineer approval required prior to start of work.</b></li> <li>• <b>Form 426 must be signed by the Region Engineer.</b></li> </ul>	<b>\$499,999 or less</b>	<p><b>Not required</b></p> <p><b>Note:</b> Emergency contracts \$250,000 or greater require SAB approval.</p>
<ul style="list-style-type: none"> <li>• <b>Documentation of amendment is required by the Municipality.</b></li> <li>• <b>Send revised Form 426 to the Operations Field Services Division Contract Administrator for review and approval prior to the start of work.</b></li> </ul>	<b>\$500,000 or greater</b>	<p><b>Required prior to the start of work</b></p> <p><b>Note:</b> When the sum of the contract and all amendments total \$500,000 or greater, SAB approval is required.</p>

**Definition of Term:** Amendment includes situations where the original contract quantity or contract cost is exceeded. It also includes situations where quantities or work are added to the original contract as extra's or adjustments.

April 25, 2017



STATE OF MICHIGAN  
DEPARTMENT OF TRANSPORTATION  
LANSING

GRETCHEN WHITMER  
GOVERNOR

PAUL C. AJEGBA  
DIRECTOR

APPENDIX F

**SAMPLE: Letter of Understanding**

Date

Contract Agency Name  
Address  
Contact Person, Title

**RE: Clarification of State Trunkline Maintenance Contract between Michigan  
Department of Transportation (MDOT) and the (insert name of contract agency)**

Dear \_\_\_\_\_:

This Letter of Understanding is in follow up to our recent meeting held on \_\_\_\_\_ and will serve as a reference to clarify the Scope of Work set forth in Section 2, of the State Trunkline Maintenance Contract.

The Scope of Work will be limited to (insert type of work activities and frequency of work to be performed) on the state trunkline (indicate routes) in the City of \_\_\_\_\_. The work activities are to be conducted by the City as a part of the Contract with MDOT.

The Scope of Work shall include traffic control to perform the work.

Request for reimbursement of the Scope of Work activities identified herein shall be in accordance with Section 16 of the Contract.

Subcontracting of any work activities shall be in accordance to Section 9 of the Contract.

Please sign each of the two original letters enclosed. Please keep one copy for your records and return the other copy to my attention.

Sincerely,

Name  
Maintenance Engineer  
MDOT \_\_\_\_ TSC

**APPROVED BY:**

City of \_\_\_\_\_ agrees to the terms and conditions stated in this agreement.

Dated this \_\_\_\_ day of \_\_\_\_\_, 2014

\_\_\_\_\_  
Name, Title

**APPROVED BY:**

\_\_\_\_\_  
Region Engineer  
Michigan Department of Transportation

Date \_\_\_\_\_

## APPENDIX G

### Non-Winter Maintenance Activity & Level of Service Priority

**For the purposes of defining priority levels, the following guidance is suggested:**

**"Critical"** work activities are those which address conditions in the infrastructure that pose an imminent threat to public health and safety. This would include instances in which defects or damage currently exist and must be repaired to restore the infrastructure to a safe operating condition. Examples may include filling existing potholes, repairing significantly damaged guardrail, grading shoulders with an edge drop in excess of 1 ½ inches or replacing a collapsed culvert.

**"High Priority"** work activities are those which address serious deficiencies in the condition of the infrastructure which, in the professional judgment of the Region and TSC management, could lead to defects or damage in the near future that would seriously impact public health and safety if they are not addressed now. Examples may include repairing significantly deteriorated pavement joints and cracks or repairing culverts with section loss.

**"Routine/Preventive"** work activities are those which address the condition of the infrastructure in such a way as to maintain or prevent the condition from deteriorating to serious condition. Examples may include sealing pavement cracks, grading shoulders, cleaning culverts and ditches, and brushing.

#### **Priority Group 1:**

Traffic Signal Energy  
Facility Utilities  
Freeway Lighting Energy  
Operation of Pump Houses  
Operation of Movable Bridges  
Auto Liability Insurance (county contracts)  
Supervision (county contracts)  
Roadway Inspection (minimum acceptable level- county contracts)  
Billable Construction Permits  
Equipment Repair and Servicing  
Fuel  
Critical Surface Maintenance  
Critical Guardrail Repair  
Critical Sign Replacement  
Critical Drainage Repair  
Critical Traffic Signal Repair  
Critical Freeway Lighting Repair  
Critical Response to Traffic Incidents (to assist in traffic control, facility restoration)  
Critical Drainage Area Sweeping (to prevent roadway flooding)

Critical Structural Maintenance on Bridges  
Critical Pump House Maintenance  
Critical Shoulder Maintenance (to address shoulder drops greater than 1 ½")  
Critical Impact Attenuator Repair  
Clear Vision Area Mowing  
Removal of Large Debris and Dead Animals (from the traveled portion of the roadway)  
Rest Area and Roadside Park Maintenance

**Priority Group 2:**

High Priority Surface Maintenance  
High Priority Guardrail Repair  
High Priority Sign Replacement  
High Priority Drainage Repair  
High Priority ROW Fence Repair  
High Priority Shoulder Maintenance  
High Priority Structural Maintenance  
Adopt-A-Highway  
Youth Corps in designated urban areas  
Mowing (First Cycle)  
Freeway Slope Mowing in designated urban areas  
Litter Pickup in designated urban areas  
Graffiti Removal in designated urban areas  
Freeway Lighting Maintenance & Repair

**Priority Group 3:**

Mowing (Additional Cycles)  
Brushing  
Sweeping, beyond critical drainage areas  
Litter Pickup, outside designated urban areas  
Graffiti Removal, outside designated urban areas  
Routine/Preventive Surface Maintenance  
Routine/Preventive Guardrail Repair  
Routine/Preventive Sign Replacement  
Routine/Preventive Drainage Repair  
Routine/Preventive Shoulder Maintenance  
Routine/Preventive Structural Maintenance  
Routine/Preventive Pump House Maintenance  
Routine/Preventive Traffic Signal Maintenance  
Youth Corps outside of designate urban areas  
Non-motorized path maintenance

# DOWNTOWN MANISTEE

— michigan

*The Mission of the Manistee Downtown Development Authority is to foster the development and promotion of an identifiable and attractive downtown area that will strengthen business and a sense of community ownership.*

January 27<sup>th</sup>, 2020

To: Mayor Zielinski and City Council

From: Manistee Downtown Development Authority, Manistee DDA

Subject: Consideration of adoption of the Manistee Downtown Development Authority Development and Tax Increment Financing Plan amendments to the ordinance adopted April 2<sup>nd</sup>, 1985, amended April 3<sup>rd</sup>, 1989 and amended September 16<sup>th</sup>, 2008.

Mayor Zielinski and City Council ,

On November 20<sup>th</sup>, 2019, the Manistee Downtown Development Authority, Manistee DDA, approved the proposed amendments to the City of Manistee Downtown Development Authority Development and TIF Plan. The Board additionally approved the City Service Agreement and Economic Development Agreement as additional attachments to the amendment, per City Council request, at the Board meeting on January 8<sup>th</sup>. Since the approval of these documents on the Manistee DDA Board level, the following timeline has been fulfilled to meet the requirements of approval with public hearing at the City Council level.

- City Council reviews Development and TIP Plan – January 7<sup>th</sup>
- City Council authorizes Public Hearing Dates – January 7<sup>th</sup>
- Public Hearing Notice mailed to residents - January 8<sup>th</sup>
- Public Hearing posted on the City of Manistee Website – January 8<sup>th</sup>
- Public Hearing posted on the Manistee DDA website – January 10<sup>th</sup>
- Hard Copies posted in the Lobby of City Hall, 70 Maple St – January 10<sup>th</sup>
- Public Hearing posted in the News Advocate – January 10<sup>th</sup>
- Public Hearing copies physically posted in twenty (20) locations in the Manistee DDA District – January 10<sup>th</sup> -14<sup>th</sup>
- Public Hearing posted in the News Advocate January 24<sup>th</sup>

I am requesting that the City of Manistee City Council approve of the proposed amendments to the Manistee DDA Development and TIF Plan for the purposes of establishing an organization for another twenty-five (25) years to the focus on engagement and activation in the Manistee Downtown District.

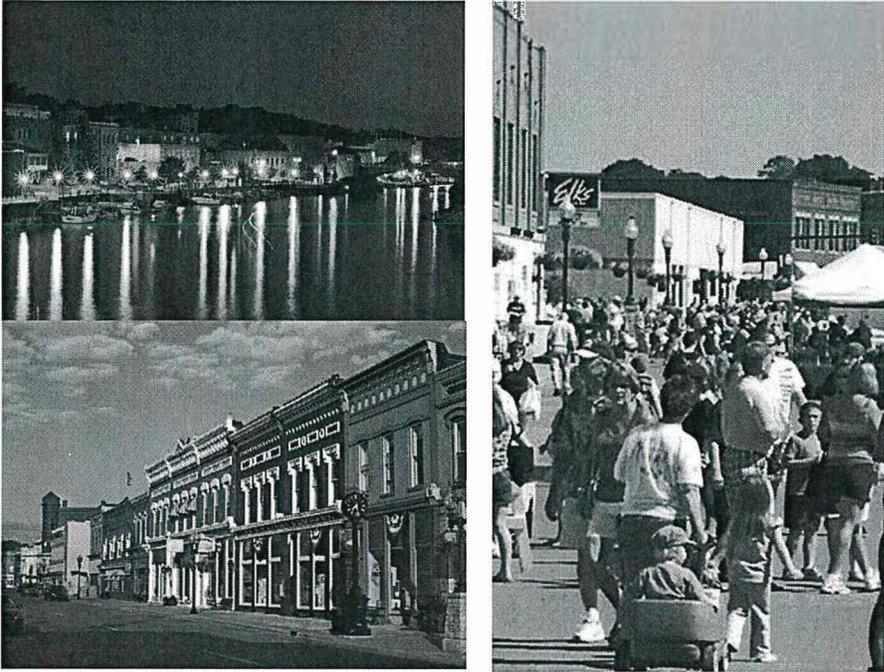
Thank you.

Caitlyn M Berard  
Executive Director  
Manistee Downtown Development Authority  
Council Agenda Packet

# DOWNTOWN MANISTEE

*— michigan*

Amended and Restated  
Development Plan and Tax Increment Financing Plan 2019



City of Manistee  
Manistee County, Michigan  
Manistee Downtown Development Authority

Adopted  
XXXXXX XX, 2019

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# DOWNTOWN MANISTEE

*Michigan*

City of Manistee  
Manistee County, Michigan  
Downtown Development Authority

## AMENDED and RESTATED DEVELOPMENT PLAN and TAX INCREMENT FINANCING PLAN

Adopted XX-XX-2019

### City Council

Roger Zielinski, Mayor  
Lynda Beaton, Mayor Pro-Tem  
Dale R. Cooper  
Robert Goodspeed  
Michael Szymanski  
James Grabowski  
Erin Martin Pontiac  
Thad Taylor, City Manager

### Manistee Downtown Development Authority

Rachel Brooks, Chairperson  
Kyle Mosher, Vice-Chairperson  
Barry Lind, Secretary  
Valarie Bergstrom, Treasurer  
Tamara DePonio  
T. Eftaxiadis  
Karen Goodman  
Thad Taylor  
Jodi Walter  
Caitlyn Berard, Executive Director

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DRAFT

-3-

11.04.2019

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## BACKGROUND AND PURPOSE

### Purpose of the Downtown Development Authority Act

**The State of Michigan Public Acts of 2018, Act 57, referred to as the Tax Increment Authority Act, incorporates PA 57 of 2018, formerly referred to as the Downtown Development Authority Act. Part 2 of PA 57 of 2018, contains the provisions for Downtown Development Authorities.**

Downtown Development Authorities were created in part to correct and prevent deterioration of business districts; to promote economic growth and revitalization; to encourage historic preservation; to authorize the acquisition and disposal of interests in real and personal property; to authorize the creation of the authority; to authorize the levy and collection of taxes, the issuance of bonds and the use of tax increment financing in the accomplishment of specific downtown development activities contained in locally-adopted development plans.

The Act seeks to attack problems of urban decline, strengthen existing areas and encourage new private developments in the downtown districts of Michigan communities. It seeks to accomplish this goal by providing communities with the necessary legal, monetary and organizational tools to revitalize downtown districts either through public-initiated projects or in concert with privately motivated development projects.

### Creation of the Manistee Downtown Development Authority

On April 2, 1985, the City of Manistee adopted an ordinance to add Chapter 282 to its Code of Ordinances, which established the Manistee Downtown Development Authority (DDA). A copy of this Ordinance is included under Exhibit 1 Title 8, Chapter 282, Boards, Commissions and Authorities, and can be found on the City's web site under the "Codified Ordinances" Administrative Section – Downtown Development Authority. The Authority was given all the powers and duties prescribed for a Downtown Development Authority pursuant to the Act.

### Basis for The Development Plan and Tax Increment Financing Plan

Act 57 of Public Acts of 2018, the Tax Increment Financing Act ("Act 57"), provides the legal mechanism for local officials to address the need for economic development in the central business district. Refer to Map 1: DDA District for a more detailed depiction of the properties within the DDA District.

The initial Development Plan and Tax Increment Financing Plan was adopted on April 2, 1985 (unnumbered ordinance) and amended on March 30, 1989 (unnumbered ordinance) and September 16, 2008 (Ordinance 08-07).

For purposes of designating a Development Plan District and for establishing a Tax Increment Financing Plan, the Act refers to a "downtown district" as being in a business district that is specifically designated by ordinance of the governing body of the municipality and a "business district" as being an area in the downtown of a municipality zoned and used principally for business. Tax Increment Financing can be used to provide the necessary funds for project implementation. By definition, a tax increment financing plan seeks to capitalize on and make use of the increased tax base created by economic development within the boundaries of a downtown district. The legal basis of support for the Development Plan and Tax Increment Financing Plan is identified in Act 57 of 2018, specifically Part 2 which relates to the DDA.

Since 1985, the DDA has utilized tax increment financing to implement variety of capital improvement projects within the DDA District.

GENERAL DEVELOPMENT PLAN

GENERAL DEVELOPMENT PLAN FOR THE MANISTEE DDA

The need for establishing the DDA District is founded on the basis that the future success of Manistee's efforts to revitalize its commercial area will depend, in large measure, on the readiness and ability of its public corporate entity to initiate public improvements that strengthen the commercial area, and to encourage and participate where feasible in the development of new private uses that clearly demonstrate the creation of new jobs, the attraction of new business, and the generation of additional tax revenues. Map 1 shows the geographic limits of the DDA effective as of April 2, 1985. The Development Area District, or boundary, (Map 2) must be equal to or less than the geographic limits of the DDA District.

Map 1

City of Manistee

DDA DISTRICT

Area within blue outline and shaded light red



Source: City of Manistee; prepared by Spicer Group, November 2018

## DEVELOPMENT PLAN

### 1. Designation of Boundaries of the Development Area

The Development Area boundary is located within the jurisdictional limits of the City of Manistee and the DDA. The City of Manistee established the DDA pursuant to Act 57 of 2018 through adoption and publication of an ordinance on April 2, 1985. The DDA District boundary and the Development Area boundary are illustrated on Map 2 below. As in most DDAs the DDA district and the Development Area District are one in the same.

#### Map 2

City of Manistee

DDA and TAX INCREMENT FINANCING PLAN BOUNDARY

Area within blue outline and shaded light red



Source: City of Manistee; prepared by Spicer Group, November 201

### **Legal Description of the Development Area**

The DDA shall exercise its powers and duties within the downtown development district, being specifically described as follows:

All of Blocks 1, 2, 3, 4, 5, 8, 9 AND Lots 1, 2, 3, 4, the North 56 feet of Lot 8 and the East 85 feet of the South 66 feet of said Lot 8 and the North 39 feet of the East 67.5 feet of Lot 7 of Block 7, Filer and Tyson's Addition to the Village (now City) of Manistee, as recorded in Manistee County Records.

All of Delos L. Filer's Subdivision of Block No. 6 of Filer and Tyson's Addition to the Village (now City) of Manistee, as recorded in Manistee County Records.

All Green and Milmoe's Addition to the City of Manistee, as recorded in Manistee County Records.

All of Blocks 1, 2, 3, 6 and 7 of Holden and Green in the Village (Now City) of Manistee, as recorded in Manistee County Records.

All of George W. Willard's Subdivision of Blocks 4 and 8 of Green's Addition to the Village (Now City) of Manistee, as recorded in Manistee County Records.

All of Block 1 and 12, Lots 1, 2, 3, 4, 5 and 6 of Block 6; All that part of Blocks 7, 8, 11 and 14 lying West of Cypress Street (US-31); Lots 8 and 9 of said Block 14; Lots 1, 2, 3, 4, 5, 6, 7, 8 and 9, Block 13; Part of Reservation lying North of River Street between Division Street and Cypress Street; Part of the reservation, commencing at the intersection of the North line of Mason Street and the West line of Jones Street, thence West on the North line of Mason Street 62 ft, thence Northerly parallel with the West line of Jones Street 290 ft to the dock line, Easterly along the dock line 68.42 ft to the extension of the West line of Jones Street, Southerly to the POB; Filer and Smith's Addition to the Village (now City) of Manistee, as recorded in Manistee County Records.

All of M.S. Tyson and Co's New Addition to the Village (Now City) of Manistee, as recorded in Manistee County Records.

All of Blocks 10 and 16, Lot 1 and 2 of Block 15, All of Block 9, EXCEPT Lots 9, 10 and 11, Lots 1 and 19 of Block 8 and Lots 2, 3, and 4 of Block 14, Amended Engelmann's Addition to the Village (Now City) of Manistee, as recorded in Manistee County Records.

Lot 1 of Block 3, Mark S. Tyson and Co's Addition to the Village (Now City) of Manistee, as recorded in Manistee County, Michigan.

All of Block 5 and Lots 1, 2 and 3 of Block 3, Ramsdell and Benedict's North Addition to the Village (Now City) of Manistee, as recorded in Manistee County Records.

Part of the Southwest 1/4 of Section 1, T.21 N.-R.17 W., City of Manistee, Manistee County, Michigan, lying Easterly of Memorial Drive and Cleveland Street, Southerly of the Extension of Lincoln Street and Westerly of Manistee River AND ALSO land Lying East of Blocks 8, 9 and 10 of Amended Engelmann's Addition to the Village (Now City) of Manistee, as recorded in Manistee County Records, lying West of Cypress Street and North of memorial Drive.

Part of the Northeast 1/4 of Section 11, T.21 N.-R.17 W., City of Manistee, Manistee County, Michigan, described as part of Government Lot 1, commencing 33 feet West and 33 feet South of Northeast Corner; thence West, 157 feet; thence South, 230 feet; thence West, 60 feet; thence South to the North line of Manistee River; thence East along said River to a point directly South of Point of Beginning; thence North to the point of beginning.

Part of Northwest 1/4 of Section 12, T.21 N.-R.17 W., City of Manistee, Manistee County, Michigan, described as Part of Government Lot 2, Commencing 2 Rods South & 2 Rods East of the Northwest Corner of said Lot 2; thence South, 183 feet; thence East, 132 feet; thence North, 183 feet; thence West, 132 feet to the point of beginning. AND, that part lying North of Manistee River, South of Memorial drive and East of Maple Street of said Section 12. <sup>1</sup>

<sup>1</sup> City of Manistee; provided April 10, 2019; prepared by Spicer Group

**2A. Location and Extent of Existing Streets and other Public Facilities within the Development Area; Location, Character and Extent of Existing Public and Private Land Uses.**

Due to the Manistee River, the two-primary north-south corridors through the DDA Development Area are US-31 (Cypress Street) and Washington Street (north of the river) / Maple Street (south of the river). Both streets have drawbridges to allow Great Lakes freighters access to Manistee Lake and Lake Michigan. East – west corridors through the Development Area include River Street (downtown’s main street) and 1<sup>st</sup> Street due to offsetting streets through the commercial and residential neighborhoods south of the Manistee River.

The development area is fully serviced with municipal water, sanitary sewer and storm sewer facilities, as well as electrical and gas services.

Existing land uses within the Development Area are comprised of public and private uses. These land uses include retail businesses, offices, parking, churches, and residential properties. Collectively, these land uses create a mixed-use and walkable downtown and business district.

**2B. Existing Public and Private Land Uses within the Development Area.**

*Public Land Uses*

City of Manistee City Hall, Manistee County Library and U.S. Post Office are within the boundaries of the Manistee DDA District. Veterans Park which is located along the north bank of the Manistee River between US-31 and Washington Street provides an open pavilion for summer entertainment venues and a Farmers’ Market. The Manistee Municipal Marina is located on River Street just west of Oak Street. Lastly, there are several public parking lots in the DDA Development Area with many located on the south side of the district behind buildings on the south side of River Street.

*Private Land Uses*

A. Residential – There are various residential, primarily single-family homes located within the DDA District.

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<sup>1</sup> City of Manistee; provided April 10, 2019; prepared by Spicer Group

B. Commercial - Most of the property within the DDA District and Development Area consists of commercial property. These commercial uses include professional, retail, banking, and service businesses.

C. Industrial - There are no current industrial uses within the DDA District or Development Area boundaries, however, there are several sites that may have contained industrial-related businesses at one time, and some would be considered “brownfields.”

#### *Recreational Uses*

Recreational uses within the development area consist of the Veteran Park located along Memorial Drive on the north side of the Manistee River and Manistee Municipal Marina located on River Street on the south side of the Manistee River. Although not considered a recreational park, the Manistee River Riverwalk along the south bank of the Manistee River provides pedestrian access to the river, as well as, adjacent businesses.

#### *Quasi-Public Uses*

There are no quasi-public uses in the Development Area.

#### *Educational Uses*

There are no current educational uses in the Development Area. West Shore Community College has purchased a building within the DDA District on River St., with the intentions of hosting classes and office space for local non-profits but is not yet established.

#### *Vacant Land*

There are no large vacant parcels of undeveloped property in the Development Area.

#### **2C. Existing Improvements in the Development Area to be Demolished, Repaired or Altered and Time Required for Completion.**

It is contemplated by the DDA that portions of the existing Riverwalk along the south bank of the Manistee River will require repair which may involve demolition of an existing improvement. Anticipated schedule for time completion would be three to five months depending on the scope of the project. In addition, refurbishment of Veterans Park is considered and would include demolition of the existing walks, decks and railings. The major focus of this project is to make the park, which is a favorite event venue, ADA compliant.

The Development Plan also envisions that the existing River Street streetscape will likely need some level of refurbishment due to its age and condition of the sidewalks.

#### **2D. The Location, Extent, Character and Estimated Cost of Improvements including Rehabilitation for the Development Area.**

The table below outlines the project name, description and estimated cost for those projects identified by the DDA Board.

Under the Project Name, the project will be identified as EDS if it is identified as a goal within the City of Manistee Economic Development Strategy. This document, prepared by Place + Main Advisors July 2019; is a living document adopted by the DDA on October 9<sup>th</sup>, 2019.

**Table 1**  
Estimated Cost and Phasing of Improvements

Project Name	Description	Probable Cost
<b>Riverwalk</b>		
The Riverwalk is not currently meeting its capacity to draw visitors downtown. The Riverwalk could be a destination and driving factor for the business district with the scenic walks near the Manistee River leading to Lake Michigan. In order to become a destination feature, businesses on the north side of the River Street need to also have a river orientation.		
River Façade and Deck Grants EDS: Façade	Provide funds to establish a cost-sharing grant program focused on the renovation of buildings facades along the Manistee River and adjacent decks that tie into the Riverwalk.	\$400,000
Dock Installation and Maintenance EDS: Façade	Funds to maintain docks and provide for the installation of new docks to encourage transient boaters to dock and access the downtown for shopping, dining and entertainment.	\$100,000
Conceptual Plans and Pre-Development Studies EDS: Placemaking	Funds that can be used by the DDA to assist with conceptual planning and pre-development studies for properties along the Manistee River.	\$50,000
Riverwalk Capital Improvements EDS: Placemaking	Funds for capital improvements of the Manistee Riverwalk	\$750,000
WSCC Riverwalk Plaza	Funds for the enhancement of the Riverwalk adjacent to the WSCC property	\$250,000

Project Name	Description	Probable Cost
<b>Gateway to Downtown</b>		
According to MDOT Annual Average Daily Traffic report, nearly 16,000 vehicles pass through the intersection of River Street and Cypress Street. This intersection is the primary gateway to downtown Manistee, and it should be reconfigured as such.		
Intersection Enhancements EDS: Placemaking	Funding available for the enhancement of safety, engagement and activation of the intersection indicated in the MSU Study.	\$200,000

Project Name	Description	Probable Cost
<b>Streetscape</b>		
The streetscape along River Street needs to be maintained, improved and enhanced to last an additional 25 years. Improving pedestrian traffic flows, aesthetics, providing 21 <sup>st</sup> century amenities, and managing parking, specifically on River Street is important to offering a quality environment for businesses to be successful.		
Update and Refurbishment of Streetscape EDS: Placemaking	Improvements to the existing streetscape to possibly include efficient LED lighting, public Wi-Fi, and sound system. Most of this funding is targeted for the repair or replacement of existing streetscape infrastructure.	\$1,450,000

Project Name	Description	Probable Cost
<b>Redevelopment Projects</b>		
Over the length of the Development Plan there are several properties that will take significant resources to redevelop. Additionally, the east side of the district contains most of the available parking and by creating parking on Water Street on the west end of the district that would effectively address parking concerns and eliminate blight.		
Property Acquisition EDS: Place: Housing: 2	Provide funds to acquire properties within the district when opportunities arise in the downtown area for the purpose of directing redevelopment efforts on the properties.	\$500,000

Project Name	Description	Probable Cost
<b>Downtown Building Programs</b>		
In addition to improvements to the public infrastructure (public realm), funds will be targeted to assist private property owners in the renovation, preservation, and repurposing of buildings. These include improvements to facades, compliance with building and fire codes, and repurposing upper stories for residential apartments.		
Façade Program EDS: Façade	Annual allocation of funds to assist property owners with façade improvements consistent with the Secretary of Interior Standards for historic renovations.	\$600,000
WSCC Façade Enhancements	Funds for the façade enhancements of the new WSCC buildings in the Downtown District.	\$500,000
Rental Rehab Program EDS: Target Vacant Buildings	Provide cost-sharing funding to property owners for conversion of underutilized or functionally obsolete space for new apartments.	\$600,000

Project Name	Description	Probable Cost
<b>Promotion, Marketing, and Events</b>		
The downtown is a collection of individual businesses that advertise and market their specific services and merchandise. The DDA's role is to market and promote the overall downtown area and the facilitation of events.		

Marketing of the Downtown Development District EDS: Business Development	This entails a professional approach to promotion of the DDA district.	\$250,000
Events EDS: Business Development	This entails the marketing / facilitation and/or support of events within the DDA district.	\$125,000

Project Name	Description	Probable Cost
<b>Administrative</b>		
Downtown Decorations EDS: Placemaking	Provide funding for downtown beautification including the annual flower boxes, holiday decorations, banners, etc.	\$550,000
Parking Management	Funding availability for parking-related issues such as signage, studies, and enforcement.	\$100,000
DDA Admin Expenses	Office expenses	\$375,000
DDA Administrative payroll and contracted services	Funding for DDA staff including contracted services.	\$2,750,000

Note: *The scope and cost of the project may vary depending on the final design of each component. Project descriptions reflect the overall scope of the projects envisioned by the Manistee DDA. The DDA recognizes that market forces, private investment, future public-private partnerships, and legislative amendments may result in changes to the final design and cost, consistent with overall concepts embodied in this Development Plan and Tax Increment Financing Plan.*

**2E A Statement of the Construction or Stages of Construction Planned, and the Estimated Time of Completion.**

The DDA Board met to review the results of the board prioritization survey and discuss the extent, probable cost and timing of projects and programs. The table below outlines the project name, description and priority and timing assigned for those projects by the DDA Board. Overall summary of the proposed development plan projects and programs is:

**Table 2A**  
Allocations and timeline for Priority Projects

DDA TIF PROJECTS BUDGET					
PROJECT CATEGORY	PRIORITY/ALLOCATION				TOTAL BUDGET (25 yr plan)
	High (1-5 yrs)	Medium (6-10 yrs)	Low (11-20 yrs)	(21-25 yrs)	
<b>Riverwalk</b>	\$ 550,000	\$ 400,000	\$ 550,000	\$ 50,000	\$ 1,550,000
River Façade & Deck Grants	\$ 100,000	\$ 100,000	\$ 200,000	\$ -	\$ 400,000
Dock Install/Maintain	\$ -	\$ 50,000	\$ 50,000	\$ -	\$ 100,000
Concept Plans	\$ -	\$ 50,000	\$ -	\$ -	\$ 50,000
Riverwalk Capital Improvements	\$ 200,000	\$ 200,000	\$ 300,000	\$ 50,000	\$ 750,000
WSSC Riverwalk Plaza	\$ 250,000	\$ -	\$ -	\$ -	\$ 250,000
<b>Gateway to Downtown</b>	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ 200,000
Intersection Enhancem.	\$ 100,000	\$ 100,000	\$ -	\$ -	\$ 200,000
<b>Streetscape</b>	\$ 200,000	\$ 400,000	\$ 800,000	\$ 50,000	\$ 1,450,000
Update & Refurbishment	\$ 200,000	\$ 400,000	\$ 800,000	\$ 50,000	\$ 1,450,000
<b>Redevelopment</b>	\$ 100,000	\$ 100,000	\$ 200,000	\$ 100,000	\$ 500,000
Property Acquisition	\$ 100,000	\$ 100,000	\$ 200,000	\$ 100,000	\$ 500,000
<b>Downtown Bldgs</b>	\$ 800,000	\$ 300,000	\$ 500,000	\$ 100,000	\$ 1,700,000
Façade Program	\$ 150,000	\$ 150,000	\$ 200,000	\$ 100,000	\$ 600,000
WSSC Façade Enhancements	\$ 500,000	\$ -	\$ -	\$ -	\$ 500,000
Rental Rehab Program	\$ 150,000	\$ 150,000	\$ 300,000	\$ -	\$ 600,000
<b>Promotion, Marketing &amp; Events</b>	\$ 75,000	\$ 75,000	\$ 150,000	\$ 75,000	\$ 375,000
Marketing	\$ 50,000	\$ 50,000	\$ 100,000	\$ 50,000	\$ 250,000
Events	\$ 25,000	\$ 25,000	\$ 50,000	\$ 25,000	\$ 125,000
<b>ADMIN</b>	\$ 735,000	\$ 735,000	\$ 1,570,000	\$ 735,000	\$ 3,775,000
Downtown Decorations	\$ 110,000	\$ 110,000	\$ 220,000	\$ 110,000	\$ 550,000
Parking Management	\$ -	\$ -	\$ 100,000	\$ -	\$ 100,000
DDA Admin Expenses	\$ 75,000	\$ 75,000	\$ 150,000	\$ 75,000	\$ 375,000
DDA Admin Payroll & Services	\$ 550,000	\$ 550,000	\$ 1,100,000	\$ 550,000	\$ 2,750,000
<b>TOTALS</b>	\$ 2,560,000	\$ 2,110,000	\$ 3,770,000	\$ 1,110,000	\$ 9,550,000
October 24, 2019	High (1-5 yrs)	Medium (6-10 yrs)	Low (11-20 yrs)	(21-25 yrs)	
				Projected TIF Revenue	\$ 6,346,678
				Projected Deficit	\$ (3,203,322)

**2F. Parts of the Development Area to be Left as Open Space and Contemplated Use.**

In reference to the public improvements outlined, open space within the DDA District and Development Area will be confined to rights-of-way, plazas, and parks within the District. Additional properties may be acquired by the DDA in the future to be developed to and used as “open” spaces. To increase engagement and activation of spaces if not already stimulated.

**2G. Portions of the Development Area which the Authority desires to Sell, Donate, Exchange, or Lease to or From the Municipality and the Proposed Terms.**

There are no parcels currently that the DDA plans to acquire, sell, donate, exchange, or lease from/to the Municipality, as part of this Development Plan.

**2H. Desired Zoning Changes and Changes in Streets, Street Levels, Intersections and Utilities.**

The Development Plan proposes no zoning changes proposed within the Development Area. The current zoning of “commercial” and “office” accommodates existing and future land uses in the subject area.

**2I. An Estimate of the Cost of the Development, Proposed Method of Financing and Ability of the Authority to Arrange the Financing.**

Financing for the public improvement projects outlined in Section 5 would be provided through funds generated by the Tax Increment Financing Plan induced by annual increases in property valuations within the Development Area. The amount of the funding will be predicated on the stability of the taxable valuation base of the downtown area and the extent of new future redevelopment and rehabilitation projects. Sources of funding may include tax increment revenues on a “pay-as-you-go” basis, the issuance of bonds by the DDA or City and other sources approved by the City in accordance with the Act 57 of 2018.

**2J. Designation of Person or Persons, Natural or Corporate, to whom all or a portion of the Development is to be Leased, Sold, or Conveyed in any manner and for whose benefit the Project is being undertaken if that information is available to the Authority.**

The public improvements undertaken pursuant to this Development Plan will remain in public ownership for the public benefit.

**2K. The Procedures for Bidding for the Leasing, Purchasing, or Conveying of all or a portion of the Development upon its completion, if there is no expressed or implied Agreement between the Authority and Persons, Natural or Corporate, that all or a portion of the Development will be Leased, Sold, or Conveyed to those Persons.**

At present there are no agreements for property conveyance between the City of Manistee, Manistee DDA or any person(s), natural or corporation. The Development Plan utilizes a voluntary acquisition strategy to acquire property within the Development Area. Acquisition of such property would be on a negotiated basis between the Downtown Development Authority and the interested party.

Any such sale, lease or exchange shall be conducted by the DDA pursuant to requirements specified in Act 57 of 2018 with the consent of the City Commission. If needed, more detailed procedures will be developed prior to the transactions, in accordance with applicable city policy and Michigan state law.

**2L. Estimates of the Number of Persons residing in the Development Area and the Number of Families and Individuals to be Displaced.**

Based upon a review of the properties within the DDA District and Development Area it is estimated that there are more than 100 individuals who reside within the Development Area. As a result, the City Council will need to establish a Development Area Citizens Council to review and comment on the Development Plan. The Development Area Citizens Council shall consist of not less than 9 members who reside within the development area and are at least 18 years old.

The Development Plan does not require the acquisition and clearance of occupied residential property or the displacement of individuals and families within the DDA District and Development Area.

**2M. A Plan for Establishing Priority for the Relocation of Persons Displaced by the Development in any New Housing in the Development Area.**

The Development Plan does not require the acquisition and clearance of occupied residential property or the displacement of individuals and families. As a result, a plan for compliance Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 is not addressed.

**2N. Provision for the Costs of Relocating Persons Displaced by the Development, and Financial Assistance and Reimbursement of Expenses, including Litigation expenses and expenses incident to the Transfer of Title in accordance with the Standards and Provisions of the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970.**

The Development Plan does not require the acquisition and clearance of occupied residential property or the displacement of individuals and families. As a result, a plan for compliance Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 is not addressed.

**2O. A Plan for compliance with Act 227 of the Public Acts of 1972.**

Act 227 of Public Acts of 1972 is an Act to provide financial assistance; advisory services and reimbursement of certain expenses to persons displaced from real property or deprived of certain rights in real property. This Act requires procedures and policies comparable to the Federal Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970. Because the Development Plan does not require the acquisition of property and displacement of persons a plan for compliance with Act 227 is not addressed.

## TAX INCREMENT FINANCING PLAN

### 1. Definitions as Used in This Plan.

- a. "Captured assessed value" means the amount in any 1 year by which the current assessed value of the project area, including the assessed value of property for which specific local taxes are paid in lieu of property taxes as determined in subdivision (c), exceeds the initial assessed value. The state tax commission shall prescribe the method for calculating captured assessed value.
- b. "Assessed value" means the assessed value, as equalized, as follows:
  - (i) For valuations made before January 1, 1995, the state equalized valuation as determined under the general property tax act, 1893 PA 206, MCL 211.1 to 211.155.
  - (ii) For valuations made after December 31, 1994, the taxable value as determined under section 27a of the general property tax 15 act, 1893 PA 206, MCL 211.27a.
- c. "Initial assessed value" means the assessed value, as equalized, of all the taxable property within the boundaries of the development area at the time the ordinance establishing the tax increment financing plan is approved, as shown by the most recent assessment roll of the municipality for which equalization has been completed at the time the resolution is adopted. Property exempt from taxation at the time of the determination of the initial assessed value shall be included as zero. For the purpose of determining initial assessed value, property for which a specific local tax is paid in lieu of a property tax shall not be property that is exempt from taxation. The initial assessed value of property for which a specific local tax was paid in lieu of a property tax shall be determined as provided in subdivision d.
- d. "Specific local tax" means a tax levied under 1974 PA 198, MCL 207.551 to 207.572, the commercial redevelopment act, 1978 PA 255, MCL 207.651 to 207.668, the technology park development act, 1984 PA 385, MCL 207.701 To 207.718, Section 5 of the State Essential Services Assessment Act, 2014 PA 92, MCL 14 211.1055, Section 5 Of The Alternative State Essential Services 15 Assessment Act, 2014 PA 93, MCL 211.1075, and 1953 PA 189, MCL 211.181 to 211.182.. The initial assessed value or current assessed value of property subject to a specific local tax shall be the quotient of the specific local tax paid divided by the ad valorem millage rate. However, after 1993, the state tax commission shall prescribe the method for calculating the initial assessed value and current assessed value of property for which a specific local tax was paid in lieu of a property tax.
- d. "Tax increment revenues" means the amount of ad valorem property taxes and specific local taxes attributable to the application of the levy of all taxing jurisdictions upon the captured assessed value of real and personal property in the development area, subject to the following requirements addressed in MCL 125.4201, Section 201 (cc).

### 2. Purpose of the Tax Increment Financing Plan

The Manistee Downtown Development District was created on April 2, 1985 and was established because the downtown area experienced notable property value deterioration. In order to halt property tax value deterioration, increase property tax valuations and facilitate the overall economic growth of its business district, it is deemed to be beneficial and necessary to create and provide for the operation of a downtown development authority in the City under the provisions of Act 197 Public Acts of Michigan, 1975 as amended now known as Act 57 of 2018 ("the Act"). On March 30, 1989, March 30, 1989, and September 16, 2008 there were amendments to the DDA District as well as the Development Plan and Tax Increment Financing Plan.

The Authority has determined that the extension, or amended and restated tax increment financing plan, is necessary for the achievement of the purposes of the Act and it is authorized to prepare and submit said plan to the governing body. The Tax Increment Financing Plan (the "Plan"), set forth herein includes the Development Plan, a detailed explanation of the tax increment procedure, the maximum amount of bonded indebtedness to be incurred, the duration of the program, the impact of tax increment financing on the assessed values of all taxing jurisdictions in which the development area is located and a statement of the portion of the captured assessed value to be used by the Authority.

### **3. Explanation of the Tax Increment Procedure**

The theory of tax increment financing holds that investment in necessary capital improvements in a designated area within a municipality will result in greater property tax revenues from that area than would otherwise occur if no special development were undertaken. This section is intended to explain the tax increment procedure.

- a. In order to provide a Downtown Development Authority with the means of financing development proposals, the Act affords the opportunity to undertake tax increment financing of development programs. These programs must be identified in a tax increment financing plan, which has been approved by the governing body of a municipality. Tax increment financing permits the Authority to capture incremental tax revenues attributable to increases in value of real and personal property located within an approved development area. The increases in property value may be attributable to new construction, rehabilitation, remodeling, alterations, additions or any other factors that cause growth in value.
- b. At the time the resolution or ordinance establishing a tax increment financing plan is adopted, the sum of the most recently taxable values, as equalized, of those taxable properties located within the development area is established as the "Initial Taxable Value" (the "ITV"). Property exempt from taxation at the time of determination of the Initial Taxable value is included as zero. In each subsequent year, the total real and personal property within the District, including abated property on separate rolls, is established as the "Current Taxable value."
- c. The amount by which the total taxable value exceeds the ITV is the Captured Taxable Value (the "CTV"). During the period in which a tax increment financing plan is in effect, local taxing jurisdictions continue to receive ad valorem taxes based on the ITV. Property taxes paid on a predetermined portion of the CTV in years subsequent to the adoption of tax increment financing plan, however, are payable to an authority for the purposes established in the tax increment financing plan.

### **4. Taxing Jurisdiction Agreements.**

Tax increment revenues for the Downtown Development Authority result from the application of the general tax rates of the incorporated municipalities and all other political subdivisions which levy taxes in the development area to the captured assessed value. Since the Plan may provide for the use of all or part of the captured tax increment revenue, the DDA may enter into agreements with any of the taxing units to share a portion of the revenue of the District. The only tax sharing agreement to date is with the Manistee Brownfield Redevelopment Authority for the South Washington Street Area Redevelopment Plan and all other future agreements with the City of Manistee.

#### South Washington Street Area Redevelopment Plan

The City of Manistee and the Manistee Brownfield Redevelopment Authority approved a redevelopment project known as the South Washington Street Area Redevelopment Project within the DDA District. This project involved six parcels; five of which are in the DDA District and DDA Development Area. These parcels include:

Parcel 1 - #51-211-100-0 (River Parc Place LLC), Parcel 2 - #51-211-100-02 (North Channel Investors LLC), Parcel 3 - #51-211-100-03 (Former Groves Property), Parcel 4 - #51-211-100-01 (Former Groves Property), Parcel 5 - #51-211-105-01 (City of Manistee), and Parcel 6 - #51-101-350-01 (City of Manistee, Memorial Park). All parcels noted except for Parcel 5 are in the DDA District.

Parcels 1 through 4 were acquired by Manistee Investment Partners LLC to redevelop the properties, including the historic furniture manufacturing building, into a mixed-use project. As a result of this redevelopment this property now includes a micro-brewery and restaurant, and residential apartments and condominiums. As noted in the Brownfield Redevelopment Plan, “the project is catalytic for this area of the City's Downtown District due to the expected increased economic and building redevelopment activity. Furthermore, this project is compatible with the City’s and the MSDDA’s vision for the South Washington Street Area as expressed in the “Manistee North Corridor Placemaking Project” plan prepared by Beckett & Raeder for the MSDDA in September 2012.”<sup>2</sup>

The Brownfield Plan was adopted and the increase in taxable valuation resulting for the project will be captured by the Manistee Brownfield Redevelopment Authority for a period of thirty (30) years or until the eligible costs outlined in the plan are paid. The duration of the brownfield plan extends from 2014 through 2044. After this period the DDA would be allocated the incremental revenues.

**5. Property Valuations and Captured Revenue.**

The property valuation on which tax increment revenues will be captured is the difference between the Initial Taxable Valuation and the Current Taxable Valuation. The purpose of this section is to set forth the Initial Taxable Valuation, the projected Captured Taxable Valuation and the anticipated increment revenues to be received by the Authority from the local taxing jurisdictions including the City of Manistee, Manistee County, Manistee County Public Library, West Shore Community College, and any other authorities or special tax districts that may be eligible to levy property taxes within the boundaries of the Downtown Development Authority, herein collectively referred to as the "Local Taxing Jurisdictions."

- a. The Initial Taxable Valuation is established based on the 1985 state equalized valuations on real and personal property and on all non-exempt parcels within that portion of the Development Area as of December 31, 1984 finalized in May 1985. The Initial Taxable Valuation of the Authority for the 1985 district is outlined below:

Base Year and Taxable Real and Personal Property Valuations

City of Manistee	1985 Taxable (12-31-1984)	2019 Taxable (12-31-2018)
Real Property Taxable Valuation	\$5,232,516	\$15,035,440
Personal Property Taxable Valuation	\$784,425	\$683,500
Total Taxable Valuation	\$6,016,941	\$15,718,940

- b. The anticipated Captured Assessed Value is equivalent to the annual total assessed value within the Development Area boundaries less the Initial Assessed Value as described above. The tax increment revenues are then the product of all millages levied by all taxing units in the Development Area on the CAV. The CAV is projected based on several factors including historical growth patterns, recent construction trends, economic indicators and the impact of certain development projects anticipated to be undertaken by the Downtown Development Authority. Since the enactment of Proposal A in 1994, the Consumers Price Index (CPI), which is the basis for taxable valuation

<sup>2</sup> South Washington Street Area Redevelopment Project; prepared for the City of Manistee Brownfield Redevelopment Authority, July 2014, page 3.

adjustments, has averaged 2.4%. For projection purposes, the taxable growth is estimated to stabilize at low growth increases with flat rate of .25% for years 2019-2039. Growth rates do not include taxable valuation resulting from new construction, redevelopment, or the conversion of tax-exempt properties to taxable parcels. In addition, the forecast includes an anticipated reduction of \$400,000 in personal property tax valuation resulting from Proposal 14-1.

- c. Although Personal Property Tax (PPT) Taxable Valuation is captured by the DDA it is not factored into the forecast due to reporting and reimbursement requirements provided through Act 86 of 2014; the Local Community Stabilization Authority Act. According to the Michigan Department of Treasury documents the Manistee DDA received a 2017 PPT reimbursement of \$23,230.44 and a 2018 reimbursement of \$14,947.89.

**Table 3**  
Forecast Taxable Valuation Growth Rate

Fiscal Year		<i>growth rates</i>
		District
2019	- 2044	0.25%

A more detailed depiction of the Captured Taxable Valuations can be found in Table 4.

- c. The Authority will receive that portion of the tax levy of all taxing jurisdictions paid each year on the Captured Assessed Value of the eligible property included in the Development Area. The Authority may use the revenues for any legal purpose as is established under the Act including the payment of principal and interest on bonds.

**Table 4**  
Anticipated Captured Taxable Valuation

	Fiscal Year	Tax Roll Assessment	Annual Taxable Growth	Taxable Valuation	South Washington Brownfield	Brownfield Capture from South Washington	Captured Valuation DDA
	July-June	Date	(+ / - )				
-	1985 - 86	12-31-84			\$ -		
1	2019 - 20	12-31-18		\$ 15,035,440	\$ 2,013,948	\$ 1,662,616	\$ 8,140,308
2	2020 - 21	12-31-19	0.25%	\$ 15,073,029	\$ 2,018,983	\$ 1,667,651	\$ 8,172,862
3	2021 - 22	12-31-20	0.25%	\$ 15,110,711	\$ 2,024,030	\$ 1,672,698	\$ 8,205,497
4	2022 - 23	12-31-21	0.25%	\$ 15,148,488	\$ 2,029,090	\$ 1,677,758	\$ 8,238,214
5	2023 - 24	12-31-22	0.25%	\$ 15,186,359	\$ 2,034,163	\$ 1,682,831	\$ 8,271,012
6	2024 - 25	12-31-23	0.25%	\$ 15,224,325	\$ 2,039,249	\$ 1,687,917	\$ 8,303,893
7	2025 - 26	12-31-24	0.25%	\$ 15,262,386	\$ 2,044,347	\$ 1,693,015	\$ 8,336,855
8	2026 - 27	12-31-25	0.25%	\$ 15,300,542	\$ 2,049,458	\$ 1,698,126	\$ 8,369,900
9	2027 - 28	12-31-26	0.25%	\$ 15,338,793	\$ 2,054,581	\$ 1,703,249	\$ 8,403,028
10	2028 - 29	12-31-27	0.25%	\$ 15,377,140	\$ 2,059,718	\$ 1,708,386	\$ 8,436,239
11	2029 - 30	12-31-28	0.25%	\$ 15,415,583	\$ 2,064,867	\$ 1,713,535	\$ 8,469,532
12	2030 - 31	12-31-29	0.25%	\$ 15,454,122	\$ 2,070,029	\$ 1,718,697	\$ 8,502,909
13	2031 - 32	12-31-30	0.25%	\$ 15,492,757	\$ 2,075,204	\$ 1,723,872	\$ 8,536,369
14	2032 - 33	12-31-31	0.25%	\$ 15,531,489	\$ 2,080,392	\$ 1,729,060	\$ 8,569,913
15	2033 - 34	12-31-32	0.25%	\$ 15,570,318	\$ 2,085,593	\$ 1,734,261	\$ 8,603,541
16	2034 - 35	12-31-33	0.25%	\$ 15,609,244	\$ 2,090,807	\$ 1,739,475	\$ 8,637,253
17	2035 - 36	12-31-34	0.25%	\$ 15,648,267	\$ 2,096,034	\$ 1,744,702	\$ 8,671,049
18	2036 - 37	12-31-35	0.25%	\$ 15,687,387	\$ 2,101,274	\$ 1,749,942	\$ 8,704,929
19	2037 - 38	12-31-36	0.25%	\$ 15,726,606	\$ 2,106,527	\$ 1,755,195	\$ 8,738,895
20	2038 - 39	12-31-37	0.25%	\$ 15,765,922	\$ 2,111,794	\$ 1,760,462	\$ 8,772,945
21	2039 - 40	12-31-38	0.25%	\$ 15,805,337	\$ 2,117,073	\$ 1,765,741	\$ 8,807,080
22	2040 - 41	12-31-39	0.25%	\$ 15,844,851	\$ 2,122,366	\$ 1,771,034	\$ 8,841,301
23	2041 - 42	12-31-40	0.25%	\$ 15,884,463	\$ 2,127,672	\$ 1,776,340	\$ 8,875,607
24	2042 - 43	12-31-41	0.25%	\$ 15,924,174	\$ 2,132,991	\$ 1,781,659	\$ 8,909,999
25	2043 - 44	12-31-42	0.25%	\$ 15,963,984	\$ 2,138,323	\$ 1,786,991	\$ 8,944,477

The Treasurer will collect the general property taxes from property owners in the DDA. After taxes are collected, the Treasurer will deduct that portion of the total tax revenues that is derived from captured assessed value of the DDA and distribute them to the DDA to use for purposes outlined in the development plan. Table 6 outlines the 2019 millage rates for all Local Taxing Jurisdictions in the DDA taken from the Manistee County Millage Report which are then used to create the revenue forecast enumerated in Table 5 below.

**Table 5**  
Anticipated Captured Revenue

Fiscal Year	Captured Valuation	City of Manistee	Manistee County	West Shore Comm College	Captured Revenue
July-June	DDA				
- 1985	86				
1 2019	20 \$ 8,140,308	\$ 153,943	\$ 62,925	\$ 25,159	\$ 242,027
2 2020	21 \$ 8,172,862	\$ 154,559	\$ 63,176	\$ 25,260	\$ 242,995
3 2021	22 \$ 8,205,497	\$ 155,176	\$ 63,428	\$ 25,361	\$ 243,965
4 2022	23 \$ 8,238,214	\$ 155,795	\$ 63,681	\$ 25,462	\$ 244,938
5 2023	24 \$ 8,271,012	\$ 156,415	\$ 63,935	\$ 25,563	\$ 245,913
6 2024	25 \$ 8,303,893	\$ 157,037	\$ 64,189	\$ 25,665	\$ 246,891
7 2025	26 \$ 8,336,855	\$ 157,660	\$ 64,444	\$ 25,767	\$ 247,871
8 2026	27 \$ 8,369,900	\$ 158,285	\$ 64,699	\$ 25,869	\$ 248,853
9 2027	28 \$ 8,403,028	\$ 158,911	\$ 64,955	\$ 25,971	\$ 249,838
10 2028	29 \$ 8,436,239	\$ 159,539	\$ 65,212	\$ 26,074	\$ 250,825
11 2029	30 \$ 8,469,532	\$ 160,169	\$ 65,469	\$ 26,177	\$ 251,815
12 2030	31 \$ 8,502,909	\$ 160,800	\$ 65,727	\$ 26,280	\$ 252,808
13 2031	32 \$ 8,536,369	\$ 161,433	\$ 65,986	\$ 26,383	\$ 253,802
14 2032	33 \$ 8,569,913	\$ 162,067	\$ 66,245	\$ 26,487	\$ 254,800
15 2033	34 \$ 8,603,541	\$ 162,703	\$ 66,505	\$ 26,591	\$ 255,800
16 2034	35 \$ 8,637,253	\$ 163,341	\$ 66,766	\$ 26,695	\$ 256,802
17 2035	36 \$ 8,671,049	\$ 163,980	\$ 67,027	\$ 26,800	\$ 257,807
18 2036	37 \$ 8,704,929	\$ 164,621	\$ 67,289	\$ 26,904	\$ 258,814
19 2037	38 \$ 8,738,895	\$ 165,263	\$ 67,552	\$ 27,009	\$ 259,824
20 2038	39 \$ 8,772,945	\$ 165,907	\$ 67,815	\$ 27,115	\$ 260,836
21 2039	40 \$ 8,807,080	\$ 166,552	\$ 68,079	\$ 27,200	\$ 261,851
22 2040	41 \$ 8,841,301	\$ 167,200	\$ 68,343	\$ 27,326	\$ 262,869
23 2041	42 \$ 8,875,607	\$ 167,848	\$ 68,608	\$ 27,432	\$ 263,889
24 2042	43 \$ 8,909,999	\$ 168,499	\$ 68,874	\$ 27,538	\$ 264,911
25 2043	44 \$ 8,944,477	\$ 169,151	\$ 69,141	\$ 27,645	\$ 265,936
		\$ 4,036,853	\$ 1,650,073	\$ 659,732	\$ 6,346,678
		64%	26%	10%	100%

**6. Maximum Indebtedness.**

It is anticipated that the maximum amount of indebtedness to be incurred, if any, based on 2019 costs will not exceed \$5,000,000 for projects identified in the Development Plan. A description of the various projects and the actual amounts expected to be financed are as set forth Revenues captured will be used to leverage other funding sources and accomplish projects in the Development Area.

**7. Use of Captured Revenues**

Revenues captured through this Tax Increment Plan will be used to finance those improvements and projects outlined in Table 1 and Table 2 of the Development Plan in accordance with procedures specified in this Plan. Further, captured revenues can be used for the following:

- Finance current financial obligations of DDA;
- Capital Improvement reimbursement to the City for public services expenses over approved capital improvements costs resulting from DDA-related capital project improvements.
- Capital Improvements of streetscape, landscaping, public parking lots, parks, Riverwalk and pedestrian plazas;
- Pay for costs incurred by the City/DDA in implementing both the Development Plan and the Tax Increment Financing Plan;
- Funding for DDA administrative staff and associated office expenses;
- Marketing, promotions and events costs;
- Special purpose grant and loan programs; and
- Pay for costs associated with the administration and operation of the Development and Tax Increment Plan and its associated projects and programs.

In addition, the Development Plan encourages the use of Tax Increment Financing Plan revenues to support public improvements associated with private redevelopment and new development projects. Table 1 enumerates the forecasted “uses” of the tax increment revenue and the amount available for capital projects.

**8. Duration of the Program**

The Development Plan and Tax Increment Financing Plan shall extend through December 31, 2044, or the completion of the projects described in the Development Plan, whichever is earlier.

**Table 6**  
Anticipated Millage to Be Captured

Name of Unit of Government	Anticipated Millage of Use	Anticipated Mileage in Unit of Government
City of Manistee		18.9112
Operating	17.7612	
Refuse	1.1500	
Manistee County		7.7300
Operating	5.5000	
Medical Care Voted	0.5000	
911 Voted	1.0000	
Dial-A-Ride	0.3300	
Council of Aging	0.3000	
Conservation District	0.1000	
West Shore Community College		3.0907
Operating	3.0907	
<b>Total</b>		<b>29.7319</b>

**9. Plan Impact on Local Taxing Jurisdictions**

The Authority recognizes that future development in the City's business district will not be likely in the absence of tax increment financing. The Authority also recognizes that enhancement of the value of nearby property will indirectly benefit all local governmental units included in this plan. It is expected

that the effected local taxing jurisdictions will not experience a gain in property tax revenues from the Development Area during the duration of the plan and should realize increased property tax revenues thereafter as a result of activities financed by the plan. Further, tax increment revenues captured from this plan will not be used to offset normal City operations.

**Table 7**  
 Captured Tax Increment Revenue by Municipality

<b>Name of Municipality</b>	<b>Captured Amounts</b>	<b>Captured Percentages</b>
City of Manistee	\$4,036,852.91	64%
County of Manistee	\$1,650,073.66	26%
West Shore Community College	\$659,751.96	10%
<b>Totals</b>	<b>\$6,346,678.53</b>	<b>100%</b>

**10. Release of Captured Revenues**

When the Development and Financing Plans have been accomplished, the captured revenue is released, and the local taxing jurisdictions receive all the taxes levied on it from that point on.

**11. Assumptions of Tax Increment Financing Plan.**

The following assumptions were considered in the formulation of the Tax Increment Financing Plan for the Manistee Downtown Development Authority:

- A. Property valuations are based on an annual growth rate of one quarter of one percent (1/4 of 1%).
- B. The Downtown Development Authority will not spend any funds outside of those annually approved through the budget process and shall not commit to any loans, leases, or purchases without enough evidence of adequate revenue source to support the proposal.
- C. Costs provided for the various DDA projects and programs enumerated in Table 2 are estimated costs in 2019 dollars. Final costs are determined after final design and the acceptance of bids at the time of construction. The effects of inflation may also have an undetermined amount of influence on these cost figures.

**12. Operating Agreement between Downtown Development Authority and Local Unit of Government Regarding Use of Tax Increment Revenues.**

The DDA may enter into an agreement or agreements with the City of Manistee Brownfield Redevelopment Authority to exclude from DDA TIF capture revenues generated by Brownfield redevelopment projects within the DDA Development Area.

**13. Relationship of the Tax Increment Financing Plan with Other Funding Programs.**

As discussed in the Development Plan, the revitalization of the downtown business district will include tax increment financing and other forms of intergovernmental financing such as grants, special assessments, and loans. It is strongly recommended that tax increment financing revenues be used to leverage public funds and private financing in order to implement the planned program.

**14. Relationship to Community Master Plan**

The Development Plan indicates the need to revitalize the business areas of the community, which is an integral component of the community's redevelopment program and master plan. If it is determined that any portions of the Development Plan conflict with the provisions of the Community Master Plan, then the Development Plan shall be adopted as a component of the Master Plan pursuant to Section 39 of Act 33 of 2008; the Michigan Planning Enabling Act.

**15. Submission of an Annual Report to Governing Body and State Tax Commission.**

Annually the Authority shall submit to the City of Manistee and the State Tax Commission a report on the status of the tax increment financing account. The report shall include those items enumerated in Part 9 of Public Act 57 of 2018. Further, the report shall be published in a newspaper of general circulation.

**City of Manistee  
and  
Manistee Downtown Development Authority  
Service Agreement**

THIS AGREEMENT is entered into this 21<sup>st</sup> day of January, 2020, by and between the MANISTEE DOWNTOWN DEVELOPMENT AUTHORITY (DDA), a component unit of the City of Manistee of 70 Maple Street, Manistee, MI 49660 and the CITY OF MANISTEE (City), a Michigan municipal corporation, (City) of 70 Maple Street, Manistee, Michigan 49660;

**1. Preamble**

The City works together with the DDA to provide a safe, clean, appealing, and efficient Downtown Development District (Downtown) to support objectives such as quality of life, placemaking, tourism, economic and business growth, resident retention and recruitment and community pride and identity.

Meeting these objectives requires a collaborative effort and fluid, consistent communication between the City and DDA to assure the Downtown remains both viable and vibrant.

Accordingly, the City and DDA desire to document various understandings and commitments relating to the Downtown and the City's and DDA's ongoing relationship. The inherent communication, planning and cooperative nature of this agreement will ensure future success.

**2. DDA Office Space**

The City will provide suitable office space to the DDA in City Hall should the DDA need such space. It will also provide scheduled access to meeting rooms and provide IT service and support; including tech support, internet, phone and file server resources. This space and services will be provided at no charge to the DDA as an in-kind contribution.

The DDA will be responsible to pay all bills incurred from using the printer (.05 cent a copy) and the postage meter (actual cost). The DDA Director will use the codes assigned by the City to meet this need.

**3. Joint Planning for Infrastructure and Capital Improvements**

The DDA (through the Executive Director) will work in collaboration with the City (through the City Manager or designees) to discuss plans for infrastructure and capital improvements in the Downtown. These should generally fall within the categories and projects identified in the Amended and Restated Development and Tax Increment Financing Plan. Attendance at the

DDA Design Committee and/or Board meetings by a City representative will help facilitate these discussions and assist in planning and budgeting for any improvements and their ongoing maintenance.

#### **4. Infrastructure**

Infrastructure is defined as streets, sidewalks, crosswalks, the Riverwalk and appurtenances, public restrooms, water mains, sewer mains, light poles, streetlights, signs, parking lots, fountain, and other items commonly referred to as infrastructure.

The City owns the infrastructure in the Downtown, whether paid for by the City or the DDA, and is responsible for its repair and maintenance. In practice, the City “takes over” the assets developed by the DDA and incorporates them into its maintenance and asset management plans.

New infrastructure requested or proposed by the DDA will require collaboration and joint planning with the City, to promote specific outcomes jointly developed between the two organizations. The initial cost of new infrastructure will be paid for by the DDA unless a written agreement specifies otherwise. The design of new infrastructure will be a collaboration between the City and DDA and meet City guidelines. The procurement of new infrastructure shall follow the DDA and/or City purchasing requirements as jointly agreed to.

The installation or construction of new infrastructure will be managed by the City in close collaboration with the DDA Director. All approved agreements and guidelines developed between the City and DDA will be followed.

#### **5. City Services in the Downtown**

The City provides a wide variety of services in the DDA District.

##### Basic Services:

Basic services are comprised of maintenance and standard municipal services in the DDA District.

This basic list of services is not all inclusive as there are numerous items that are “just managed” by the City to ensure the Downtown is visually appealing, safe, and provides a pleasant environment for citizens and tourists alike.

##### Enhanced Service

Enhanced services are those that go beyond Basic service and require additional time, staffing, expertise or materials to complete an activity; or assure a task, repair or maintenance can be scheduled and completed. These are typically requests made by the DDA that go beyond Basic Service including all DDA requests for support for special events, beautification, and those occasions that citizens and tourists may utilize our downtown area more than normal.

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Examples of Enhanced Services include, by way of example but not limitation:

- Flower baskets hung, watered and cared for in Spring and Fall.
- Putting up special signage or banners.
- Decorating both bridges and Downtown for Christmas Holiday events with lights and garland, bows and ribbons (all materials paid for by DDA).
- Taking down all DDA decorations, special signage and banners and storing them.
- Repairs to benches, flower boxes, lampposts, sidewalks and roadway and sidewalk brickwork and waste receptacles for public use.
- Removal of snow and salting of the sidewalks in the DDA District (River Street)
- Repair and maintenance of the historical clock and water fountain.
- Basic services provided more frequently, as agreed to.

#### Accelerated Services

Accelerated Services include repairs and maintenance required earlier than normal or planned.

Assets in the Downtown may require repair, replacement, updating or removal at a time sooner than planned by the City (such as in the capital improvement plan or budget) due to unexpected or extraordinary circumstances.

There may also be requests by the DDA through its various planning processes for asset service or maintenance on an expedited basis to support a project or initiative. For example, the DDA may want to switch out traditional streetlights to LED; or replace Streetscape pavers in a condensed time frame.

The Accelerated Service need will be discussed and coordinated between the City and DDA. These tasks and projects are often time sensitive and require a rapid response to planning and funding. The parties will discuss the plan for repair, replacement or removal; a review of costs to be provided along with the funding plan required to meet the planned outcome.

### **6. Review of and Requested Changes to City Services**

The DDA shall periodically meet with the City to complete walkthroughs of the Downtown to review how Basic and/or Enhanced services are being provided and discuss any concerns or issues.

Proposed changes to the general scope of services or baseline maintenance shall be discussed by the DDA and City and the proposing party will provide a well-developed outline of the specifics of the requested change. Any such changes must be mutually agreed to.

As an example; to paint and update flower boxes and garbage cans the DPW department may choose to apply basic black, however if the DDA want to have these items painted another color, that plan will be provided to the DPW director with enough time to cost the supplies needed for the change.

### **7. DDA Budget**

The DDA will participate in the overall City budget process working collaboratively with the City in development and completion of an annual budget for presentation to the City Council. All budgeting practices follow the DDA bylaws and observe City Charter requirements. The DDA Director will work with City personnel in submitting a budget proposal that is supportive of all current and projected projects and plans within the DDA district.

#### **8. Payment for Services**

The DDA will pay the City for Enhanced Services identified in this contract for the period of July 1 to June 30. Payments will be made quarterly by the end of September, December, March and June of each year. The total amount to be paid for fiscal year 2021 will be \$65,000. This amount shall increase annually thereafter by the State of Michigan Proposal A inflation rate but shall not be less than 0% nor more than 3% in any year.

The DDA will also pay the City for Accelerated services on a case by case basis. All Accelerated services require prior discussion, a review of the estimated costs and approval by the DDA Director and/or DDA Board. Accelerated services will be paid on a case by case basis.

#### **9. Notices**

Any notices regarding this agreement shall be directed to:

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

Manistee Downtown Development Authority  
Attention: Executive Director  
70 Maple Street  
Manistee, MI 49660

#### **10. Applicable Law & Dispute Resolution**

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

#### **11. Modification of Agreement**

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

#### **12. Entire Understanding**

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

#### **13. Effective Date of Agreement and Term**

It is expected that this agreement will be signed in multiple parts and at different times by the Parties. The agreement will be effective starting July 1, 2020 when representatives of both Parties have executed the agreement and dated the same. This agreement shall be for the period of July 1, 2020 to June 30, 2021 and shall extend for additional one (1) year terms, unless terminated by the mutual agreement of the parties or as provided herein.

**14. Termination**

This contract may be terminated with or without cause as of June 30 of each year provided the terminating party provide not less than 180 days written notice. Payment shall be made up to the point of termination.

**15. Authorization**

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

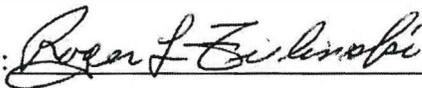
IN WITNESS WHEREOF, the Parties execute this agreement on the date denoted next to their respective signatures.

MANISTEE DOWNTOWN DEVELOPMENT AUTHORITY

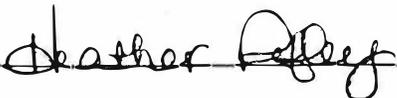
By:  Date: 1/27/2020

DDA Chairperson

CITY OF MANISTEE

By:  Date: 1/21/2020

Roger Zielinski, Mayor

By:  Date: 1/21/2020

Heather Pefley, Clerk

## Downtown Development Authority (DDA) Agreement with the Economic Development Council (EDC)

This agreement is made with an effective date of \_\_\_\_\_, by and between the Manistee Area Chamber of Commerce, a Michigan non-profit trade organization, a 501 (c) 6 organization (hereinafter "Contractor") of 11 Cypress Street, Manistee, MI and the Manistee Downtown Development Authority (DDA), of 70 Maple Street, Manistee, MI.

Whereas, the DDA desires to contract for certain economic development services and the Contractor desires to provide the service to the DDA; and

Whereas, the DDA and the Contractor desire to specify and define the scope of work to be completed, reporting requirements, and the compensation to be paid by the DDA to the Contractor for the agreed upon services.

Scope and expectations of services and collaboration with the EDC includes, all items in this contract.

A. **Economic Development Activities:** *Activities correspond with the Manistee Economic Development Strategy outline page 17; Place, Downtown.*

### 1. Market and develop large downtown properties/parcels

- Develop strategies and implement recruitment and development of Downtown Real estate projects and potential developments that exceed over 750,000.00. Such properties as:
  - Gateway project corner of River Street and US 31
  - Vacant Restaurant, 440 West River Street
  - Hotel Northern, 147 Washington Street
  - Amor building and property 443 Water Street
  - Jones Building 453 West River Street
  - Senior Center 457 West River Street
  - Vacant Mercantile/apartment building 319 River Street

### 2. Develop Entrepreneur Day (Small and large investors) and tasks associated with this event may include:

- Develop and implement a collaborative event to promote growth, investment and opportunities within the downtown district.
  - Education and opportunity loans
  - Property redevelopment opportunities
  - Developing a feasibility study
  - How to develop and present a business plan for investors
  - Marketing

### 3. Annual Review and update of Economic Development Activities.

#### a. Reporting:

- 
- The DDA Director will meet with the contractor and set specific goals and outcomes for projects.

**Downtown Development Authority (DDA) Agreement with the Economic Development Council (EDC)**

- o Activities and progress will be reported to the Director of the DDA. DDA director will provide monthly reports to the full board on all economic development in the District or impacting the district.
- o The DDA Director will request quarterly written reports with specific targets identified and progresses identified. DDA Director will coordinate with the ED Director to review progress at least quarterly to the full board. An annual report will be provided to the DDA full board by the Contractor.

**C. Compensation of Services:**

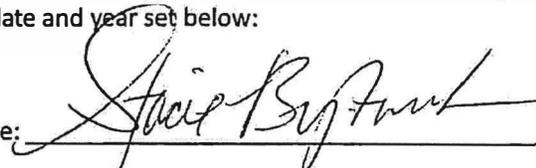
- o Compensation paid by the DDA is for the performance of services benefiting the DDA. In reporting performance under this agreement, the Contractor shall verify that its expenditures of wages and office expenses directly related to services performed for the DDA under this agreement is equal to or exceeds the compensation paid by DDA to Contractor.

**D. Price and Terms:**

- o The Contractor agrees to furnish the economic development services as outlined in this agreement for a period of three years (with annual rate negotiations) \_\_\_\_\_ and ending \_\_\_\_\_ in accordance with the specifications as outlined in this Agreement. Compensation shall be paid by the DDA to Contractor on a quarterly basis, upon receipt of detailed invoicing of services rendered/or to be rendered in the quarter. Annual compensation during the term of the Agreement shall be **fifteen thousand (15,000.00) Dollars.**
- o Invoice verifications and payment will be managed by the DDA Director

**E. Termination:** Termination of contract occurs with 90-day notice by either party. Notice of contract termination will be in writing.

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

Signature:  \_\_\_\_\_ Date: 1/23/20  
Manistee Area Chamber of Commerce, President

Signature:  \_\_\_\_\_ Date: 1/27/20  
Manistee Area Chamber of Commerce, Chair

Signature:  \_\_\_\_\_ Date: 1/27/20  
Downtown Development Authority, Chair



# Administrative Services

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

**Memo to:** Thad Taylor, City Manager  
**From:** Edward Bradford, CFO *EB*  
**Re:** 2020-2 Budget Amendment  
**Date:** January 28, 2020

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 2019-2020 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, insurance claims 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 expenditures variances impact the year end results; however, ***only increased expenditures must be explicitly authorized thru a budget amendment.***

We typically make formal budget amendments quarterly to be more proactive, accurate and transparent in our budgeting. Thru September, several budget amendments are needed as discussed below:

**101 General Fund: Manager**

Account #	Account Name	Original Budget	Amended Budget	Projected	Increase
172.727.000	Wages-Hol/Vac/Sick Sellback	\$0	\$0	\$12,000	\$12,000

The department’s long-time Administrative Assistant retired and was paid out for unused vacation and sick time. The retirement was not anticipated when the budget was developed.

*Soul of the Water. Spirit of the Woods.*

**101 General Fund: Elections**

<b>Account #</b>	<b>Account Name</b>	<b>Original Budget</b>	<b>Amended Budget</b>	<b>Projected</b>	<b>Increase</b>
262.752.000	Supplies – Operating	\$3,800	\$3,800	\$9,095	\$5,295

Council recently approved the purchase of an additional vote tabulator to assist in the timely counting of absentee ballots.

**101 General Fund: Fire**

<b>Account #</b>	<b>Account Name</b>	<b>Original Budget</b>	<b>Amended Budget</b>	<b>Projected</b>	<b>Increase</b>
336.752.000	Supplies – Operating	\$7,000	\$7,000	\$9,046	\$2,046

To leverage better pricing and work cooperatively, the Fire Department ordered a supply of firefighting foam for itself and some Townships and will be reimbursed by the Townships for their portion.

**661 Motor Pool**

<b>Account #</b>	<b>Account Name</b>	<b>Original Budget</b>	<b>Amended Budget</b>	<b>Projected</b>	<b>Increase</b>
000.981.700	Equipment-Other	\$0	\$0	\$30,000	\$30,000

Council approved the purchase of a new travel vehicle in August after the transmission on the old vehicle failed.

*Soul of the Water. Spirit of the Woods.*

MEMO TO: Thad Taylor, City Manager  
 FROM: Jeffrey W. Mikula, Public Works Director  
 DATE: January 27, 2020  
 SUBJECT: Arthur Street Pump Station Improvements

*J. Mikula*



The City has listed improvements to the Arthur Street Sanitary Pump Station in its Capital Improvement Plans for a number of years. The station requires replacement of both pumps, installation on a metering chamber and the addition of a back up generator. The pump station is a critical asset serving the north US-31 corridor in the City as well as all flows from Manistee Township, including the Oaks Correctional Facility. The City will pay for improvements with cash however, the expenses will be repaid over time with Brownfield tax captures from Joslin Cove Condominium Development.

The project was publicly advertised with only one bid being received.

Elmer's Crane and Dozer - \$244,020.00

Engineer's Estimate - \$165,500.00

The lone bid appeared to be priced higher than expected on several items. Engineers from Spicer group reviewed the bid with Elmer's and clarified several items. Elmer's then revised their bid to the following:

Elmer's Crane and Dozer - \$206,027.00

Engineer's Estimate - \$165,500.00

In order to bring the project closer to the Engineer's Estimate and City budget, the City Department of Public Works will provide the bypass pumping and traffic control for the project. This will reduce the contract price by \$41,950.00 after a change order is executed.

Elmer's Crane and Dozer - \$206,027.00

Change Order - (\$41,950.00)

Project Cost - \$164,077.00

Engineer's Estimate - \$165,500.00

January 21, 2020

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

RE: Arthur Street Pump Station Improvements  
Bid Tabulation and Recommendation  
VIA EMAIL

Jeff,

We received one bid for this project, with the base bid of \$244,020.00. Enclosed with this letter is a copy of the bid tabulation. After value engineering negotiations with Jeff Saxton at Elmer's we have agreed to a bid of \$206,027.00 with the understanding that the City would likely be performing the bypass pumping for the project. Contractually, this would be accomplished by a change order, eliminating Pay Item No.2 – Temporary Bypass Pumping from the contract. The resultant contract price would be \$164,077.00.

Elmer's Crane and Dozer is the bidder and has completed similar projects.

We recommend the award of this project to Elmer's Crane and Dozer at the unit prices bid which, when applied to the estimated quantities, result in a total bid of Two hundred six thousand, twenty-seven dollars (\$206,027.00).

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

If you have any question or comments, please contact me at (517) 214-0882.

Sincerely,



**Brian O. House, P.E.**  
Project Manager

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

Copy: SGI File 12092418-067  
Thad Taylor, City Manager  
Ed Bradford, Chief Financial Officer  
Jeff Saxton, Elmer's Crane and Dozer

Attachments: Revised Bid Tab

BIDS FOR: Arthur Street Pump Station Improvements  
City of Manistee

TAKEN ON: 11/26/19

BIDDERS>>>

Elmers Crane and Dozer  
11/26/2019

REVISED  
Elmers Crane and Dozer  
12/12/2019

Item No.	Estimated Quantity	Unit	Description	Unit Price	Amount	Unit Price	Amount
1.	1	LSUM	Mobilization and Demobilization (Maximum 5% of base bid amount)	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00
2.	1	LSUM	Temporary Bypass Pumping	\$ 41,950.00	\$ 41,950.00	\$ 41,950.00	\$ 41,950.00
3.	1	LSUM	Soil Erosion Sedimentation Control	\$ 4,225.00	\$ 4,225.00	\$ 3,280.00	\$ 3,280.00
4.	1	LSUM	Site Work	\$ 9,550.00	\$ 9,550.00	\$ 3,325.00	\$ 3,325.00
5.	1	LSUM	Concrete/Structural Demolition	\$ 3,075.00	\$ 3,075.00	\$ 3,075.00	\$ 3,075.00
6.	1	LSUM	Concrete/Structural Work	\$ 6,850.00	\$ 6,850.00	\$ 6,850.00	\$ 6,850.00
7.	1	LSUM	Mechanical Demolition	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00	\$ 2,300.00
8.	1	LSUM	Mechanical Work	\$ 7,450.00	\$ 7,450.00	\$ 7,450.00	\$ 7,450.00
9.	1	LSUM	Submersible Pumps and Appurtenances	\$ 70,225.00	\$ 70,225.00	\$ 41,052.00	\$ 41,052.00
10.	1	LSUM	Meter Chamber and Appurtenances	\$ 16,250.00	\$ 16,250.00	\$ 16,250.00	\$ 16,250.00
11.	3	EACH	Pipe Bollards and Appurtenances	\$ 1,450.00	\$ 4,350.00	\$ 900.00	\$ 2,700.00
12.	1	LSUM	Painting	\$ 7,275.00	\$ 7,275.00	\$ 7,275.00	\$ 7,275.00
13.	1	LSUM	Restoration and Clean Up	\$ 2,520.00	\$ 2,520.00	\$ 2,520.00	\$ 2,520.00
14.	1	LSUM	Allowance for Electrical Contractor / Instrumentation Control System Integrator	\$ 62,000.00	\$ 62,000.00	\$ 62,000.00	\$ 62,000.00
<b>TOTAL BID:</b>					<b>\$ 244,020.00</b>	<b>\$ 206,027.00</b>	



**AGREEMENT**

This agreement is by and between City of Manistee (“Owner”) and  
Elmer’s Crane and Dozer, Inc. (“Contractor”).

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

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

**ARTICLE 2 – THE PROJECT**

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

**ARTICLE 3 – ENGINEER**

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

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

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

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

4.02 *Contract Times: Days*

A. The Work will be substantially completed on or before June 15, 2020, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before June 30, 2020.

4.03 *Liquidated Damages*

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

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

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

4.04 *Special Damages*

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

**ARTICLE 5 – CONTRACT PRICE**

5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:

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

Item No.	Estimated Quantity	Unit	Description	Unit Price	Amount
1.	1	LSUM	Mobilization and Demobilization (Maximum 5% of base bid amount)	<u>\$ 6,000.00</u>	<u>\$ 6,000.00</u>
2.	1	LSUM	Temporary Bypass Pumping	<u>\$41,950.00</u>	<u>\$ 41,950.00</u>
3.	1	LSUM	Soil Erosion Sedimentation Control	<u>\$ 3,280.00</u>	<u>\$ 3,280.00</u>
4.	1	LSUM	Site Work	<u>\$ 3,325.00</u>	<u>\$ 3,325.00</u>
5.	1	LSUM	Concrete/Structural Demolition	<u>\$ 3,075.00</u>	<u>\$ 3,075.00</u>
6.	1	LSUM	Concrete/Structural Work	<u>\$ 6,850.00</u>	<u>\$ 6,850.00</u>
7.	1	LSUM	Mechanical Demolition	<u>\$ 2,300.00</u>	<u>\$ 2,300.00</u>

8.	1	LSUM	Mechanical Work	<u>\$ 7,450.00</u>	<u>\$ 7,450.00</u>
9.	1	LSUM	Submersible Pumps and Appurtenances	<u>\$41,052.00</u>	<u>\$ 41,052.00</u>
10.	1	LSUM	Meter Chamber and Appurtenances	<u>\$16,250.00</u>	<u>\$ 16,250.00</u>
11.	3	EACH	Pipe Bollards and Appurtenances	<u>\$ 900.00</u>	<u>\$ 2,700.00</u>
12.	1	LSUM	Painting	<u>\$ 7,275.00</u>	<u>\$ 7,275.00</u>
13.	1	LSUM	Restoration and Clean Up	<u>\$ 2,520.00</u>	<u>\$ 2,520.00</u>
14.	1	LSUM	Allowance for Electrical Contractor / Instrumentation Control System Integrator	<u>\$62,000.00</u>	<u>\$ 62,000.00</u>
<b>TOTAL BID:</b>					<b><u>\$ 206,027.00</u></b>

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

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

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

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

6.03 *Final Payment*

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

**ARTICLE 7 – INTEREST**

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

**ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS**

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

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

- I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
- J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## **ARTICLE 9 – CONTRACT DOCUMENTS**

### **9.01 Contents**

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

## **ARTICLE 10 – MISCELLANEOUS**

### **10.01 Terms**

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

### **10.02 Assignment of Contract**

- A. Unless expressly agreed to elsewhere in the Contract, no assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, money that may become due and money that is due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no

assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

10.06 *Other Provisions*

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

B. Equal Opportunity

Contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or because of a handicap that is unrelated to the person's ability to perform the duties of a particular job or position.

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

This Agreement will be effective on February 5, 2020 (which is the Effective Date of the Contract).

OWNER:

CONTRACTOR:

City of Manistee

Elmer's Crane and Dozer, Inc.

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

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

Title: Mayor

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

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

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

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

Title: City Clerk

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

Address for giving notices:

Address for giving notices:

70 Maple Street

3600 Rennie School Road

Manistee, MI 49660

Traverse City, MI 49685

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

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

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

**NOTICE OF AWARD**

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Date of Issuance: February 5, 2020

Owner:	City of Manistee	Owner's Contract No.:	
Engineer:	Spicer Group, Inc.	Engineer's Project No.:	12092418-067
Project:	Arthur Street Pump Station Improvements	Contract Name:	Arthur Street Pump Station Improvements
Bidder:	Elmer's Crane and Dozer, Inc.		
Bidder's Address:	3600 Rennie School Road, Traverse City, MI 49685		

**TO BIDDER:**

You are notified that Owner has accepted your Bid dated November 26, 2019 for the above Contract, and that you are the Successful Bidder and are awarded a Contract for: Arthur Street Pump Station Improvements

The Contract Price of the awarded Contract is: \$ 206,027.00.

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

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

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

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

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

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

---

Owner: City of Manistee

\_\_\_\_\_  
Authorized Signature  
By: Roger Zielinski  
Title: Mayor

\_\_\_\_\_  
Authorized Signature  
By: Heather Pefley  
Title: City Clerk

Copy: Engineer



# Administrative Services

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

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**Memo to:** Thad Taylor, City Manager  
**From:** Edward Bradford, CFO *EB*  
**Re:** Financing for Tandem Axle Plow Truck  
**Date:** January 28, 2020

---

Thad,

Council approved the purchase of a tandem axle plow truck at its September 3, 2019 meeting. It was anticipated that financing arrangements would be made at a later date due to the long lead time on the truck and equipment. The truck chassis is ready and needs to be paid for as it has been delivered to the equipment vendor for installation. The total purchase price for the chassis and equipment is \$204,318. The City will be financing \$160,000 of the price.

We solicited financing bids from several banks. The City received four bids:

West Shore Bank	2.40%	
Huntington Bank	2.50%	\$1,000 Fees
Shelby State Bank	2.70%	
PNC Equipment Finance	2.99%	\$250 Fees

I recommend that the City enter into a four-year installment purchase agreement with West Shore Bank Bank and the chassis and equipment vendors. This type of financing is authorized by Public Act 99 of 1933 as amended and is routinely used by the City. The City Attorney has prepared the agreement and necessary documentation. The resolution authorizes the City to enter into the installment purchase agreement on the terms and conditions presented and further authorizes the Chief Financial Officer to execute the needed documents.

Annual payments from the Motor Pool will be \$42,404. Total interest to be paid on the financing over the four-year period is about \$9,800.

*Soul of the Water. Spirit of the Woods.*



Public Works  
231-723-7132

MEMO TO: Thad Taylor, City Manager  
FROM: Jeffrey W. Mikula, Public Works Director  
DATE: August 27, 2019  
SUBJECT: Tandem Axle Snow Plow

*JWM*

As you are aware we have been extending the life of our fleet until economics and/or safety concerns require replacement. As such, we have continued to defer replacement of Snow Plow Truck #133 (a 1995 Ford L8000) as it mechanically has been in good working order. This summer while our mechanics were completing normal annual maintenance, they discovered the frame is severely cracked. The Truck has been red tagged and legally cannot be driven on the streets.

After 26 years of service, Truck #133 was scheduled to be replaced in the 2020-2021 budget year. However, ordering the truck in July of 2020 would likely result in delivery of the completed truck in the spring/summer of 2021. That would create two winters where we would be short a truck.

We are seeking approval to order the truck at this time. The cab and chassis would likely be built in the first quarter of 2020 and we would expect to receive the completed truck by the end of the year 2020.

Our specifications for the 2021 truck are nearly identical to the 2019 Tandem plow truck we last purchased. D & K Truck Company holds the MiDEAL contract and has quoted us \$115,646.00 for a 2021 Tandem Axle Truck. Truck and Trailer Specialties holds the MiDEAL contract for the truck equipment. They have quoted \$88,672.00. The total purchase is \$204,318.00.

These plow trucks are typically financed through an installment purchase agreement bid out to local banks by the Finance Director. The financing would be brought before Council for approval.

**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 February 4, 2020, Councilmember\_\_\_\_\_. Supported by Councilmember\_\_\_\_\_, moved the adoption of the following resolution.

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION TO AUTHORIZE  
THE FINANCING OF A PLOW TRUCK  
BY INSTALLMENT PURCHASE CONTRACT**

WHEREAS, the City of Manistee (the “City”) is authorized by Act 99 of the Public Acts of Michigan of 1933, as amended (“Act 99”), to purchase real or personal property for public purposes, and to pay for such property in installments over the lesser of a period of fifteen years or the useful life of such property; and

WHEREAS, the City proposes to purchase a new plow truck and related equipment, as more particularly described in a proposed Installment Purchase Contract attached hereto, which constitutes personal property within the meaning of Act 99 (the “Property”), from two separate contractors selected by the City (the “Vendors”) and at a purchase price of \$204,318; and

WHEREAS, it is in the best interest of the City to obtain financing for a portion of the Purchase Price in the not to exceed amount of \$160,000 (the “Financed Amount”); and

WHEREAS, the Financed Amount, when added to the currently outstanding balance of all other installment purchases made of real and personal property by the City pursuant to Act 99, less permitted exceptions, does not exceed \$2,453,034, which is one and one quarter of one percent (1-1/4%) of the 2018 Taxable Value of the real and personal property in the City.

NOW, THEREFORE, BE IT HEREBY RESOLVED AS FOLLOWS:

1. The City Council determines that it is necessary and in the best interest of the City to purchase the Property for an amount not to exceed the Purchase Price and to utilize such Property for public and City purposes. The difference between the Purchase Price and the Financed Amount shall be paid to the Vendor, as reflected in the Installment Purchase Contract, from City funds on hand and the payment of said amount is hereby appropriated and/or ratified.

2. The City Council determines that it is necessary and in the best interests of the City to finance the purchase of the Property pursuant to Act 99. The Financed Amount shall be financed by an installment purchase contract as provided in this Resolution.

3. The useful life of such Property is hereby determined to be not less than fifteen (15) years.

4. An Installment Purchase Contract by and between the City, West Shore Bank, and the Vendors in the form attached to this Resolution as Exhibit A (the "Installment Purchase Contract") is hereby approved.

5. The City Treasurer is hereby designated as the Registrar for the Installment Purchase Contract.

6. The Installment Purchase Contract is hereby designated as a "qualified tax exempt obligation" for purposes of deduction of interest expense by financial institutions under the provisions of Section 265(b)(3) of the Internal Revenue Code, it being reasonably anticipated that the aggregate amount of qualified tax exempt obligations which will be issued by the City and all subordinate entities to the City shall not exceed \$10,000,000 during calendar year 2020.

7. The obligation of the City to pay the principal installments of the Financed Amount and interest thereon shall be a limited tax general obligation of the City subject to applicable statutory and constitutional limitations.

8. The City shall at all times have control of the Property and shall maintain the same for public use and public purposes.

9. The City shall include in its annual general fund budget such sum or sums as may be necessary to pay and satisfy all payments when due under the Installment Purchase Contract.

10. The Treasurer is hereby authorized to execute and file the Installment Purchase Contract, and all documents, instruments and certificates necessary or required to effectuate the execution and delivery of the Installment Purchase Contract.

11. The execution and issuance of the Installment Purchase Contract shall be subject to the acquisition of the Property.

12. All resolutions and parts of resolutions in conflict herewith shall be and the same are hereby rescinded.

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

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

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

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Heather Pefley, 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 a Resolution adopted by the City Council of the City at a regular meeting held on the 4<sup>th</sup> day of February, 2020 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 \_\_\_\_\_, 2020.

\_\_\_\_\_  
Heather Pefley, City Clerk  
City of Manistee

**George V. Saylor, III**  
E-mail gsaylor@mikameyers.com

January 13, 2020

West Shore Bank  
415 West Parkdale Avenue  
Manistee, MI 49660

City of Manistee  
70 Maple Street  
Manistee, MI 49660

Re: Installment Purchase Agreement

You have requested our legal opinion in connection with the Installment Purchase Agreement referenced above between the City of Manistee (the "City"), Truck and Trailer Specialties of Boyne Falls, Inc. ("Truck Equipment Vendor"), D&K Truck Company ("Truck Cab and Chassis Vendor"), and West Shore Bank (the "Bank") (the "Agreement"). The Agreement provides for the installment purchase of the Equipment hereafter described and the assignment of the Agreement to the Bank who will pay the purchase price of Plow Truck, Model 4700SB, with dump body, underbody scraper, hydraulic system, fuel system, Roll-Rite tarp system, lighting and front plow hitch (the "Equipment"). The total price for the purchase of the Equipment is \$204,318.00 of which \$44,318.00 will be paid to the Vendors by the City. Under the terms of the Agreement, the Bank agrees to pay the Vendors the balance of the price of \$160,000.00 and the City agrees to pay the Bank the amount of \$160,000.00, in installments, with an interest rate of 2.40% per annum.

We have examined the Agreement and a resolution of the City authorizing execution of the Agreement. We have assumed the authenticity of all documents submitted to us as originals, the conformity to original documents of all documents submitted to us as certified or photostatic copies, the authenticity of the originals of such latter documents and the accuracy of the statements contained in such documents. We have also assumed the due authorization, execution and delivery of the parties thereto, other than the City, of the documents herein referred to. Based upon such examination as we have deemed necessary and appropriate, we are of the opinion that:

1. The City is a duly created, validly existing and fully-constituted home rule city under the laws of the State of Michigan and has the power and authority to enter into the Agreement.

2. The City is obligated to include in its budget, annually, a sum sufficient to meet its obligations under the Agreement. In the event of unavailability or insufficiency of monies for any reason, the Agreement is payable from taxes levied within the City's constitutional and statutory limitations or from its unencumbered funds.

3. The Agreement is a valid and binding obligation of the City enforceable against the City in accordance with its tenor, except to the extent that the enforceability thereof may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally now existing or hereafter enacted and by the application of general principals of equity including those relating to equitable subordination.

4. Under existing statutes, regulations and court decisions, interest to be received by the Bank pursuant to the Agreement is excluded from gross income for federal income tax purposes and is not an item of tax preference for purposes of the federal alternative minimum tax imposed on individuals and corporations. The opinion set forth in the proceeding sentence is subject to the condition that the City comply with all requirements of the Internal Revenue Code of 1986, as amended (the "Code"), that must be satisfied subsequent to the execution of the Agreement in order that interest thereon be, or continue to be, excluded from gross income for federal income tax purposes. Failure to comply with certain of such requirements could cause the interest component of the payments under the Agreement to be included in gross income retroactive to the date of the Agreement. The City has covenanted to comply with all such requirements. We express no opinion regarding other federal tax consequences arising with respect to the Agreement

5. The payment obligation of the City under the Agreement is a "qualified tax-exempt obligation" within the mean of Section 265(b)(3)(B) of the Code.

6. Under existing statutes, regulations, rulings and court decisions the Agreement and the interest component of the payments thereunder are exempt from all taxation in the State of Michigan except inheritance and estate taxes and taxes on gains realized from the sale, payment of other disposition thereof.

Our opinions are limited to the application of Michigan law to the City and the documents described herein, and we express no opinion on the laws of any other jurisdiction as they may be applied to the City, the Agreement or other related documents.

The opinions expressed herein are expressed solely to the addressees hereof, each of whom may rely hereon, and shall not be deemed to be extended to any other person or entity, except that this opinion may be relied upon by purchasers and assignees of Vendors' interests in the Agreement.

West Shore Bank  
City of Manistee  
January 13, 2020  
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We bring to your attention the fact that our legal opinions are an expression of professional judgment and are not a guarantee of result.

We do not undertake to advise you of matters which may come to our legal attention subsequent to the date hereof which may affect our legal opinions expressed herein.

By: \_\_\_\_\_  
George V. Saylor, III (P37146)  
Mika Meyers PLC  
414 Water Street  
Manistee, MI 49660

## INSTALLMENT PURCHASE CONTRACT

The parties to this Installment Purchase Contract are the **CITY OF MANISTEE**, a Michigan municipal corporation, whose address is 70 Maple Street, Manistee, MI 49660 (the "City"), **TRUCK AND TRAILER SPECIALTIES OF BOYNE FALLS, INC.**, a Michigan Corporation, whose address is PO Box 473, 00399 US 131, Boyne Falls, MI 49713 ("Truck Equipment Vendor") and **D&K TRUCK COMPANY**, a Michigan corporation, of 3020 Snow Rd., Lansing, MI 48917 ("Truck Cab and Chassis Vendor")(collectively, the "Vendors"), and **WEST SHORE BANK**, a Michigan banking corporation, whose address is 201 W. Loomis St., Ludington, MI 49431 (the "Bank").

1. The Vendors agree to sell, and the City agrees to purchase, upon terms and conditions set forth herein and upon the terms and conditions set forth in the attached invoices and/or quotations, (Exhibits A and B), as approved by the Governing Body of City, (Exhibit C) the truck and truck equipment (the "Property") for the price of **Two Hundred Four Thousand, Three Hundred Eighteen and 00/100 (\$204,318) Dollars**.

2. The sum of **Forty-Four Thousand, Three Hundred Eighteen and 00/100 (\$44,318) Dollars** will be paid directly by the City to the Truck Cab and Chassis Vendor.

3. The Bank as Assignee for the Truck Cab and Chassis Vendor will pay the sum of **Seventy-One Thousand, Three Hundred Twenty-Eight 00/100 (\$71,328) Dollars** to the Truck Cab and Chassis Vendor upon the request of the City and take an assignment of the Truck Cab and Chassis Vendor's rights under this contract, in accordance with the terms of the contract.

4. The Bank as Assignee for the Truck Equipment Vendor will pay the sum of **Eighty-Eight Thousand, Six Hundred Seventy-Two and 00/100 (\$88,672) Dollars** to the Truck Equipment Vendor upon the request of the City and take an assignment of the Truck Equipment Vendor's rights under this contract, in accordance with the terms of the contract.

5. The City promises to pay the Bank the principal sum of **One Hundred Sixty Thousand and 00/100 (\$160,000) Dollars** and interest on the unpaid principal balance from time to time unpaid at the rate of 2.40% per annum. All principal and interest shall be payable in accordance with the schedule set forth on Exhibit D. All payments shall be payable at the address for Bank set forth above, or to such other place or to such other person as the Bank or any subsequent Bank may designate in writing. The City may at any time prepay this Contract, in whole or in part, without penalty. The Bank further agrees to provide an invoice to City at least ten days prior to each payment being due, stating the full amount of principal and interest that is then due to Bank from City.

6. This Contract is a general obligation of the City. The City shall include in its general operating budget and pay each year until the Contract is paid in full such sum or sums as may be necessary each year to make payments of principal and interest thereon when and as the same become due; provided,

however, it is understood that the City is not authorized to levy taxes in excess of its legal limitations for such purposes without the approval of its electors.

7. The obligation of the City hereunder to pay principal and interest shall be absolute and unconditional and shall not be subject to any abatement, reduction, setoff, defense, counterclaim or recoupment for any reason whatsoever, including, without limitation, abatements or reductions due to any present or future claims of the City against either Vendor. This Contract shall not terminate, nor shall the obligation of the City be affected by reason of any defect in or damage to or destruction of all or any part of the Property from whatever cause, it being the intention of the parties hereto that the principal and interest payable hereunder shall be payable in all events.

8. If the City fails to make any payment when due or otherwise fails to keep and perform any of the terms and conditions set forth herein, the Bank or any subsequent Bank shall have the right to provide City written notice of the default and the obligation to cure the default within 15 days, the failure to cure giving the Bank the right to declare the entire obligation secured by this Contract immediately due and payable, and sue for the payment thereof.

9. All rights of the Bank shall inure to the benefit of the Bank's successors and assigns; and all obligations of the City shall bind the City's successors and assigns.

10. The City may not pledge, encumber, sell, assign, transfer or otherwise dispose of its rights or obligations under this Contract, except as may be consented to in writing by the Bank or any subsequent Bank. However, in the event of assignment, City shall remain obligated to make all payments and perform all of the obligations of City under this Contract, unless otherwise released by written agreement of Bank.

11. The City hereby waives any claim it might have against the Bank for any loss, damage or expense caused by the Property or any defect therein, or use or maintenance thereof. If the Property is unsatisfactory for any reason, the City shall make any claim on account thereof against the appropriate Vendor but not against the Bank.

12. The City represents and warrants that (a) it has complied with the provisions of Act 99, Public Acts of Michigan, 1933, as amended, and all other applicable laws and regulations, and all acts or conditions precedent to the execution of this Contract have been accomplished; (b) this Contract does not require any approval or consent of any holders of any indebtedness or obligations of the City, and does not contravene any law, regulation or order binding on the City or contravene the provisions of, or constitute a default under, or result in the creation of any lien or encumbrance upon the property of the City under any indenture, mortgage, contract or other agreement to which the City is a party, or by which it may be bound or affected; (c) the execution and delivery of this Agreement has been duly authorized by the City Council of the City; (d) the City believes and anticipates that the useful life of the Property will equal or exceed the term of the obligation, which is less than 15 years; (e) this Contract

constitutes a legal, valid and binding obligation of the City enforceable against the City in accordance with its terms; and (f) there are no pending or threatened actions or proceedings before any court or administrative agency which will materially affect the condition or operations of the City or the ability of the City to perform its obligations under this Contract.

13. The City hereby warrants that the aggregate outstanding balance, exclusive of interest, of all installment contracts or agreements for purchases by the City of lands, property or equipment for public purposes, including the purchase pursuant to this Contract, does not exceed 1 1/4% of the taxable value of the real and personal property of City located within the boundaries of the City.

14. The City has designated this Contract as a "qualified tax-exempt obligation" for the purpose of deduction of interest expense by financial institutions under the provisions of the Internal Revenue Code of 1986, as amended. The City covenants to comply with existing provisions of the Internal Revenue Code of 1986, as amended, necessary to maintain the exclusion of interest on this Contract from gross income for federal income tax purposes.

15. The City hereby certifies that there is no litigation of any nature pending for the purpose of restraining or enjoining the execution of the Agreement or the levy and collection of taxes, assessments or contract payments sufficient to pay the interest and principal obligations thereof, nor directly affecting the proceedings or authority by which the Agreement is entered into, the legality of the purpose for which the Agreement is entered into, or the validity of the Agreement, and that neither the corporate existence nor the boundaries of the City nor the title of its present officers to their respective offices is being contested; that to the best of City's knowledge there is no litigation pending indirectly or collaterally affecting any of the foregoing, and that the proceeding heretofore taken to authorize the execution of this Agreement and to provide security therefore has not been repealed, revoked or rescinded.

16. The individuals signing this Agreement represent and warrant that they have been duly authorized to execute the same. This Agreement may be signed in separate counterparts, which together may be considered to be a single document.

TRUCK EQUIPMENT VENDOR:

CITY:

**TRUCK AND TRAILER SPECIALTIES  
OF BOYNE FALLS, INC.**

**CITY OF MANISTEE**

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

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

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

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

Its: \_\_\_\_\_

Edward Bradford, Finance Director/Treasurer

TRUCK CAB AND CHASSIS VENDOR:

BANK

**D&K TRUCK COMPANY**

**WEST SHORE BANK**

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

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

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

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

Its: \_\_\_\_\_

Its: \_\_\_\_\_

Prepared By:  
Mika Meyers, PLC  
BY: George Saylor (37146)  
Attorneys at Law  
414 Water Street  
Manistee, MI 49660

# Exhibit A

**Jeff Mikula**

---

**From:** bpratt@dktruck.com  
**Sent:** Wednesday, July 24, 2019 1:42 PM  
**To:** Jeff Mikula; Brandon Prince  
**Subject:** Quote for 4700SB western Star Tandem Axle Truck

Gentlemen,

This is price is for a Model Yr. 2021 (built in 1<sup>st</sup> Quarter of 2020) Tandem Axle (or T/A) 4700SB western Star speced same as KN5217 your 1<sup>st</sup> Truck (or Very Close to it).

Note that this truck is two model years different and we have had a few component price increases as well.

We can have the truck built in the 1<sup>st</sup> quarter of next year, I will have better details once the order board opens for 2020. There is a very very small chance if this is an emergency, we could get it built in 2019, However the body would still not be completed before snow falls if I assume correct, so there may not be any benefit to that ??? just saying .

Spec's would be reviewed with you prior to order of course.

This would be contracted under the MI-Deal program as the others. Contract # 071B6600119

Price as speced should be very close and would only change if you wished to add or delete any items.

1) MD YR 2021 - 4700SB T/A Truck \$115,646.00      Last T/A unit purchase price was \$112,138.00

As always if you have any question let me know.

Have a GREAT Day

Brian Pratt  
D&K Truck Company  
Western Star / Freightliner



WESTERN STAR  
3020 Snow Rd.  
Lansing, MI 48197  
Mobile: 517-930-3558  
Home Office: 616-897-0697  
Office: 517-484-1905

# Exhibit B

## August 14, 2019 CITY OF MANISTEE TANDEM AXLE EQUIPMENT

### MI-DEAL State Contract # 071B5500010

#### DUMP BODY

Monroe RD-168-96-56 201 Stainless Steel Body, AR400 Overlay and Hi-lift Gate

- a. 14' in length, 87" inside width, outside width 96", 57" high front to 50" rear sloped sides, tailgate height 50" high, 13.9 cubic yard capacity, 100% continuously welded, sides, front and tailgate manufactured of 3/16" 201 stainless steel. Note: Tapered sides for more capacity.
- b. The body longsills 14" tall shall be manufactured of 1/4" 201 stainless steel,. Body crossmembers manufactured of 3/16, full height of the longsills and conform to the radius of the 1/4" 201 stainless steel floor, with 1/4" AR400 overlay over the stainless steel floor, sides 3/16" 210 stainless steel, radius of 43", dirt shedding boxed top rail 3/16" formed channel, front bulkhead, straight to accommodate a head lift cylinder with 12"x15" doghouse.
- c. Rear corner post 14" x 6" deep, 7 gauge 201 stainless steel, upper post conform to the radius of the body sides, rear body panels 7 gauge 201 stainless steel, rear body panel extends from the longsills to the corner posts, conform to the radius of the body, 4" x 6" x 7 gauge rectangular tube welded between the longsills and the rear corner post for added strength.
- d. 3/16 thick 201 stainless steel fenders.
- e. Tailgate double acting, rectangular six panel design, 7 gauge 201 stainless steel, tailgate boxed perimeter and inner bracing 10 gauge formed channels, 201 stainless steel, upper hinge 1" x 4" bar stock tailgate hardware with 1-1/4" pins, grease zerck, tailgate latches 1" flame cut, adjustable with threaded 3/4" clevis and keeper pins, latch, over center type, latch cross rod shall span the width of the body, 1.25" diameter, 4 grease-able bushings, air tailgate release/latch cylinder to be installed at the rear of the body, air tailgate and Hi-lift gate operated from inside the cab. **Note: Includes Hi-lift design, hydraulic cylinder mounted inside the corner post lifts gate 90°.**
- f. Mail hot hoist telescopic design trunion mounting, nitrated shaft, osculating design grease-able, operate on 2,500 PSI, self-bleeding, double acting on all stages, 2" stainless steel hinge pins, removable, grease-able composite bushings, grease-able dual body props designed to support the empty weight of the body.

- g. Custom Cab-shield shall be 3/16" thick 201 SS.18" coverage, installed. Welded 100% inside and out.

Dump Box Accessories:

- Electronic back-up alarm
- Heavy Duty 1/2" thick mud flaps (anti-sail type) installed ahead and behind the drive axles, total of 4 flaps
- Ladder style steps installed hinge down design using gtip strut steps – complete ladder made of 201 non-rusting stainless steel – exact location to be determined at installation
- One shovel holder installed left front corner of dump body, made of 201 non-rusting stainless steel

**Note: Will get with Jeremy on ladder installation.**

## UNDERBODY SCRAPER

### Monroe model HD 4500

- a. HANGERBOARD: Designed and engineered for optimum strength. 1/2" formed plate reinforced by 1/2" X 7-1/2" flat plate to make full 1" thickness. 3.25"X .344" mechanical tube outer hinge tubes. 3/4" bar reinforced full length of the hinge. 3/4" thick trunion arms. Outer trunion arms shall be bolted to hangerboard. Welded on is unacceptable. Shall include a Manifold bracket for the grease line kit, one installed each side of the hangerboard.
- b. HINGE SHAFT: 2-1/2" OD X 96" long with (4) grease points and (3) hinge points. The two (2) outer hinges are 3-1/4" OD X 6" long with .344 wall thickness. Each outer hinge has (1) 1/2" wrap – around gusset, center hinge shall be 3 1/4" OD X 10 3/4" long with .344 wall and have (2) 1/2" thick wrap – around gussets, including thrust bearing wear plates to prevent side to side shifting of moldboard.
- c. MOLDBOARD: 1" thick X 20" high X 12' long moldboard. Integral pressed in lower offset. Rolled formed or fabricated moldboards will not be considered where the cutting edge bolts to the moldboard. 1/2" X 6" double beveled cutting edge with standard highway punched.
- d. SHOCKS & HOUSINGS: Cushioned by two (2) extra heavy duty spring housings, allow 600 PSI down pressure. Two (2) 1/2" thick flange retaining plates held by (4) 5/8" bolts with prevailing lock nuts. Housings to be slotted to relieve contaminates. Grease-able trunion mount bushings are 2-3/4" OD with a .344" wall mechanical tube trunion mount pins are 2" solid rod, bolt in removable and replaceable design.
- e. ACTUATING CYLINDERS: Shall be 3-1/2" bore X 10" stroke with 2" socatri 1000 piston rods, with poly pac seals and cast steel heads, 1/2" hoses and piping (supported with poly clamps) to be externally mounted for easy access. Prince in-line relief valve shall be supplied.

- f. **CIRCLE:** Shall be 1" solid one piece with infinite plowing positions (no notches), minimum cut out for power reverse cylinder travel and full front circle ears as to have clamps in full contact of circle at 45 degree angle for maximum circle bearing surface. 5" ID X 6.5" OD X 1" hardened center pin bushing.
- g. **CENTER PIN:** Heavy Duty 5" diameter, hardened center pin, zinc coated. Grease-able with 3 port grease journal and 5/16" wide X 3/16" deep grease groove around pin. Center pin is piloted into the hangerboard.
- h. **CLAMPS:** 20.5 long X 7" deep X 1" thick. Shaped to follow the contour of the circle. 3/8" UHMW wear pads. Entire clamps must remain fully on the circle throughout the entire rotation of the scraper.
- i. **REVERSE CYLINDERS AND HARDWARE:** (2) 4" double – acting cylinders containing 1/2" #8 SAE ports, 2" socatri 1000 rods, poly pac seals, and cast steel heads. 3" OD – 2" ID anchor pivots, 2" hardened zinc coated with spiraled grease groove removable pivot pins (grease-able at each end). Prince Cross over relief valve set at 2200 PSI to protect reversing cylinders from shock impacts.
- j. **MOUNTING PLATES:** 3/4" thick 22 x 26 full plate steel construction. With 7" X 7" cut out for ease of cleaning. Attached to the truck using 3/4" grade 8 bolts, SAE washers and prevailing lock nuts that are electronically plated for corrosion resistance.
- k. **PAINT:** Shot-blasted, washed and powder coat paint TGIC polyester black. All parts are powder coated prior to assembly of scraper. Outer 12" of moldboard ends painted high visibility yellow.
- l. **SERRATED GRADE SAFETY STEP:** 12" x 12" welded to outer end of the moldboard on drivers side, optional 45 degree angle cut passenger side end of moldboard.
- m. **GREASE LINE KIT:** Remote grease kit that allows grease to be applied at centralized locations outside of the chassis frame. Grease hoses shall be SAE 107 Hytron hose rated at 3000 psi. Grease line kit will incorporate all 15 grease points on the scraper.

#### HYDRAULIC SYSTEM:

- a. Front mounted piston pump crank shaft driven, load sense hydraulic system to operate plow, plow reverse, scraper up & down, scraper reverse, double acting telescopic dump body hoist and a hi-lift gate.
- b. Plow/plow reverse/scraper/up/down/scraper reverse, dump body, and hi-lift gate shall be Air Proportional Controls, using Pneu-Logic joy stick, controls shall be mounted on a custom built arm rest pedestal, designed to also house tarp switch, air-gate control, low oil light and momentary over ride switch.

Pneu-Logic Control System features:

- Assignable functions.
  - Fully proportional operation.
  - Safety trigger.
  - LED indicated functions.
  - Heads-up display.
- c. Solenoid positive pump shut off with relay connected to low oil switch, and in-cab momentary over ride switch.
- d. System shall consist of a 1300 Series Spicer driveshaft including slip yoke and proper angle. Danfoss 8.9 model ERL147CLS, load sense piston pump. 27 gallons per minute at 700 engine RPM
- e. Rexroth, model M4-12 LSA, 6 bank airshift
- f. Supply line from reservoir to pump shall be 2 ½" ID SS hard pipe preferred with short hose assemblies at each end. Note: If not enough room – use 2 ½" hose full length.
- g. Piston pump – main pressure line shall be minimum 1" stainless steel pipe with 3,000 PSI rated jumper hoses with swivels each end.
- h. Hoses, fittings and adaptors: All hose to have crimp type fittings and have abrasive resistant sleeve covering in high wear areas. All clamps to be lined with abrasive resistant sleeve. Routing of pressure hoses shall be on the left side of engine as to stay away from turbo heat, using proper extension hangers and to leave room for service of engine filters.
- i. Hydraulic System shall be filled with AW32 oil, pressures set and system tested.

#### FUEL & HYDRUALIC COMBINATION RESERVIOR, 201 STAINLESS STEEL

- a. Tanks shall be designed to be installed in conjunction with a vertically mounted DPF/SCR exhaust system. The Fuel Hydraulic Tanks shall be 7ga. 201 Stainless Steel construction. The Fuel Tank shall be 110 gal. capacity. The Hydraulic Tank shall be 40 gal. capacity. The Fuel and Hydraulic Tanks shall be integrated into a single, integrally constructed unit. The mounting of the tank shall include four mounting pads and shall be equipped with rubber bushings and mounting bolts. Supports for the tanks shall be constructed of 4" 7.25 structural channel. The mounting brackets shall extend from the right frame rail and shall cantilever to the outside the left frame rail. A serrated step shall be installed on the left side. The tanks shall be bare stainless steel and include labels.
- b. The Fuel Tank shall include ball valve shut off valves on both the supply and the return fuel lines to facilitate changing of fuel filter. The proper fuel gauge sending unit shall be installed. The vent for the tank shall conform to the engine manufactures specifications. The tank shall also be equipped with a magnetic drain plug.

- c. The hydraulic tank shall include a 3” supply port with a Zinga top of the tank mounting flange. The filter shall be equipped with an internal drop tube and an anti-siphon device. A solid state, low oil sending unit shall be installed in the side of the tank. A float type sender will not be acceptable. A 5” sight/temperature gauge shall be installed on the side of tank. The tank shall be full of AW32 hydraulic oil.
- d. Hydraulic Tank also includes:
  - Zinga suction strainer, part # 2030-3.
  - Zinga return filter, RF1215-S-1 with RE-409-10 micron element.
  - 2 ½” - ¼ turn full flow ball valve installed at the reservoir outlet.
  - Gems low oil level sensor #15570.
- e. ACCESSORIES:
  - Serrated grate steps, drivers side end of mounting saddle, size and location to be determined at installation.
  - Decals as to the contents, “Diesel Fuel” or “Hydraulic Oil”.
  - Low oil light and alarm system installed in the cab.
  - Momentary over-ride switch installed in the cab.

#### ROLL-RITE TARP SYSTEM

Roll-Rite, model 6416, aluminum system:

- a. Fully automatic, 4 spring system, wind deflector, tarp spool, aluminum tension and tarp bows with 30 degree elbows, in-cab switch, indicator light and circuit breaker, 20 ft. heavy duty mesh tarp, complete and installed.

#### LIGHTING

- (2) Soundoff Strobe model ELB45BCHOPC amber/green clear lens strobe lights with one mounted each side of cab shield.
- Federal 108 LED rubber shock resistant clearance lights and reflectors.
- Oval 60 series lights, configuration - top to bottom installed.
- LED Strobe, Soundoff #ENFSLSRV12.
- LED stop/tail/turn, Soundoff #ECV062STT-AFA.
- LED Back-up lights, Soundoff #ECV062B2W-AFA.
- All wiring have heat shrink connectors and are terminated in a Betts Dri-Seal #35104 junction box with waterproof choke seals, installed on left rear corner post of the dump body.
- (2) Work lights – Maxxima LED MWL-19-675 Lumen (1) mounted each side to shine on scraper discharge.
- In cab independent switches. Chassis coming with 4 – 20amp switches

PLOW LIGHTS

- a. Auxiliary plow lights and turn signals. Nordic model N520 hood mounted, custom built ¼" thick X 4" wide aluminum brackets with fiberglass in hood support plates, height to be determined at time of installation. Chassis manufacture to supply in-cab switch and harness.

FRONT PLOW HITCH

- a. Hustings style heavy duty 34" wide Quick Hitch, top of hitch shall be gusseted with 3/8" plate. Plunger pins shall have grease zerks and secondary locking tabs. Plow cylinder shall be hydraulic double acting cylinder with the following specifications: 3" diameter bore, 10" stroke 2" socatri 1000 shaft – Boss O-ring ports. Hitch shall be bolted to a heavy duty structural channel. 12" minimum 20.7 lb., front bumper with flare back and boxed ends. Hitch shall include upper and lower bracing. Hitch, bumper and bracing shall be installed with grade 8 nuts and bolts; to include extended brackets for hood cables & pull back support cable. Supply chain box approximately 8" tall X 8" wide X 12" long, solid sides ¾" #9 expanded metal bottom. All to be epoxy. Primed and painted urethane black.

All equipment, components and lighting have standard 1 year warranty.

Will furnish one set of manufacturer's manuals for operation, maintenance, and parts for all auxiliary equipment installed.

NOTES;

1. City of Manistee would be invited to the installation shop to go over all phases of placement and installation of equipment and hydraulics.
2. Truck & Trailer will provide hands-on training for the service personnel and operators of the City of Manistee.

**EQUIPMENT PER SPECIFICATION: \$88,672.00 each**

Accepted by: \_\_\_\_\_

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

Bid submitted by: Butch

For Truck and Trailer Specialties of Boyne Falls, Inc.

**PROCEEDINGS OF THE MANISTEE CITY COUNCIL -SEPTEMBER 3, 2019**

A regular meeting of the Manistee City Council was called to order by his honor, Mayor Roger Zielinski on Tuesday, September 3, 2019 at 7:00 p.m. in the City Hall Council Chambers, 70 Maple Street, followed by the Pledge of Allegiance.

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

**ALSO PRESENT:** City Manager – Thad Taylor, City Attorney – George Saylor, City Clerk – Heather Pefley, DPW Director – Jeff Mikula, Deputy Finance Director – Angie Rabb, Planning & Zoning Administrator – Kyle Storey, Public Safety Director – Tim Kozal, and City Engineer – Shawn Middleton

**CITIZEN COMMENTS ON AGENDA RELATED ITEMS.**

None received.

**CONSENT AGENDA.**

- Minutes - August 20, 2019 - Regular Meeting
- Financial Reports
  - Cash Balances July 2019
  - Revenue & Expense July 2019
- Notification Regarding Next Work Session – September 10, 2019  
A discussion will be conducted on Refuse Collection Options, Project Rising Tide Update, Housing Action Plan, Pool Agreement, and the Strategic Plan Update; and such business as may come before Council.

MOTION by Beaton, second by Szymanski 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 LOCAL REVENUE SHARING BOARD GRANT APPLICATIONS.**

The Local Revenue Sharing Board (LRSB) distributes 2% money from the Little River Casino. The deadline for 2019 Cycle II applications is Friday, September 6, 2019 at 5:00 p.m. City staff has prepared two grant applications for submission to the Local Revenue Sharing Board. This agenda item will include two separate motions, one for each grant application.

MOTION by Goodspeed, second by Cooper to authorize the submission of a grant application to the Local Revenue Sharing Board for Police Department WatchGuard Redactive Software in the amount of \$5,990.

With a roll call vote this motion passed unanimously.

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

MOTION by Goodspeed, second by Cooper to authorize the submission of a grant application to the Local Revenue Sharing Board for the Fire Department thermal camera in the amount of \$7,720.

With a roll call vote the motion passed unanimously.

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

**CONSIDERATION OF PURCHASING A 2021 TANDEM AXLE SNOW PLOW / HAUL TRUCK.**

The Motor Pool schedule anticipated replacing truck #133, a 1995 Ford L8000 in fiscal year 2020-2021. However, the frame has failed and the truck has been permanently taken out of service. Public Works is requesting to order a replacement truck at this time. The delivery of the truck will likely occur in the summer of 2020. The replacement truck has been priced through two MIDEAL vendors. Cab and Chassis: D&K Truck

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**PROCEEDINGS OF THE MANISTEE CITY COUNCIL -SEPTEMBER 3, 2019**


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Company (contract #071B6600119) and Equipment: Truck & Trailer Specialties (Contract #071B5500010).

MOTION by Goodspeed, second by Szymanski to approve the purchase of a Cab and Chassis from D&K Truck Company in the amount of \$115,646 and Equipment from Truck & Trailer Specialties in the amount of \$88,672.

With a roll call vote the motion passed unanimously.

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

NAYS: None

**A REPORT FROM THE MANISTEE COUNTY HISTORICAL MUSEUM AND THE HISTORIC DISTRICT COMMISSION.**

Mr. Mark Fedder reported on the activities of the Manistee County Historical Museum and responded to any questions the Council had regarding their activities.

Mr. Kyle Storey reported on the activities of the Historic District Commission and responded to any questions the Council had regarding their activities.

**CITIZEN COMMENT.**

None Received.

**OFFICIALS AND STAFF.**

Kozal gave an update on the Fire Fighter applicant process; close to 20 applications received; letters being sent out; September 13 will be the in-house physical agility testing. Also thanked Mickey McCann for the work that he does.

Middleton stated numbers are still being run on data to confirm if there was an SSO today; gave an update on RD I & II.

Storey has enjoyed working with Mark Fedder and looks forward to future partnerships with the DDA; gave an update on marihuana special use permits and site plans that will be reviewed Thursday by the Planning Commission.

**COUNCILMEMBERS.**

Grabowski asked Mikula about upcoming paving projects; asked for update on Blight Ad Hoc Committee.

Szymanski thanked Mikula and Kozal for support provided for Laborfest.

Beaton asked that a discussion be added to the next work session on how marihuana permits will be awarded; questioned when the final TIF plan will be available from the DDA; also noticed the 5<sup>th</sup> Avenue concession was not open a lot this summer season and would like changes for next summer season.

Goodspeed read his letter of resignation from the 911 Board Authority; not running for re-election to City Council.

Zielinski thanked Goodspeed for serving; re-appointment for 911 Board Authority will be on the next Council meeting agenda.

**ADJOURN.**

MOTION to adjourn was made by Goodspeed. Meeting adjourned at 7:59 p.m.

*Heather Pefley*

Heather Pefley CMC, CMMC / MiCPT  
City Clerk

*Exhibit D*  
**AMORTIZATION SCHEDULE**

Principal	Loan Date	Maturity	Loan No	Call / Coll	Account	Officer	Initials
\$160,000.00	02-07-2020	01-31-2024				SGB	

References in the boxes above are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "\*\*\*\*" has been omitted due to text length limitations.

**Borrower:** CITY OF MANISTEE

**Lender:** West Shore Bank  
 Manistee Parkdale  
 415 Parkdale Ave  
 Manistee, MI 49660  
 (231) 845-3500

Disbursement Date: February 7, 2020  
 Interest Rate: 2.400

Repayment Schedule: Installment  
 Calculation Method: 30 /360 U.S. Rule

Payment Number	Payment Date	Payment Amount	Interest Paid	Principal Paid	Remaining Balance
1	01-31-2021	42,412.11	3,776.88	38,635.23	121,364.77
2	01-31-2022	42,412.11	2,912.75	39,499.36	81,865.41
3	01-31-2023	42,412.11	1,964.77	40,447.34	41,418.07
4	01-31-2024	42,412.11	994.04	41,418.07	0.00
<b>TOTALS:</b>		<b>169,648.44</b>	<b>9,648.44</b>	<b>160,000.00</b>	

**NOTICE:** This is an estimated loan amortization schedule. Actual amounts may vary if payments are made on different dates or in different amounts.

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## Administrative Services

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

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**Memo to:** Thad Taylor, City Manager  
**From:** Edward Bradford, CFO *EB*  
**Re:** USDA Rural Development Phase 1 Wastewater Improvements Draw #1  
**Date:** January 29, 2020

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Thad,

USDA Rural Development requires that invoices relating to projects that they fund be formally approved by City Council and documented on form(s) they provide. This signed form(s) are then submitted to the USDA for processing as a monthly "Draw Request" and USDA releases the funds to the City.

Although Council approves all invoices in the normal course of business, this is a required step in order to comply with USDA requirements.

The first draw is for the amount of \$295,515 and includes engineering, legal and bond counsel expenses up to the point of closing.

Moving forward, we will be processing the draws once per month as construction progresses.

*Soul of the Water. Spirit of the Woods.*

ESTIMATE OF FUNDS NEEDED  
FOR  
30-Day Period Commencing  
February 18, 2020

Name of Borrower City of Manistee

Items	Amount of Funds
Development .....	\$
Contract or Job No. <u>IPR</u>	
Contract or Job No. <u>Gerber</u>	
Contract or Job No. _____	
Land and Rights-of-Way .....	
Legal Services .....	36,549.00
Engineering Fees .....	258,966.00
Interest .....	
Equipment .....	
Contingencies .....	
Refinancing .....	
Initial O & M .....	
Other .....	
TOTAL .....	\$ 295,515.00

Prepared by City of Manistee *Name of Borrower*

By City Manager

Date \_\_\_\_\_

Approved by Rural Development

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 1 hour 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.*

City of Manistee  
General Wastewater Improvements Phase 1

The following bills and invoices, relating to the wastewater project, were approved for payment at the February 4, 2020 City Council meeting:

Engineering: (Not to exceed Agreement amounts without approved Amendment)

Basic Engineering: \$ 258,966.00

RPR: \$ \_\_\_\_\_

**Total Engineering:** \$ \_\_\_\_\_

**Total with RD PER and Application:** \$ 258,966.00

**(Attach copies of the Engineering invoices. It is the City's responsibility to properly track Engineering invoices to assure that approved amounts are not exceeded.)**

Miller Canfield: \$ 29,500.00

Mika Meyers: \$ 7,049.00

IPR: \$ 0.00

Gerber Construction: \$ 0.00

**(Attach copies of invoices or statements)**

The City of Manistee certifies that the above summary of bills and invoices were reviewed and they are directly related to the approved water project. **We will forward to Rural Development our updated tracking sheet and other required items after the above are paid.**

By: \_\_\_\_\_  
City Manager

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

**The City of Manistee is an equal opportunity provider.**

**Invoice**



**REMIT PAYMENT TO:**  
 230 S. Washington Avenue  
 Saginaw, MI 48607-1286  
 Phone (989)754-4717  
 Fax (989)754-4440

CITY OF MANISTEE  
 280 WASHINGTON AVENUE  
 MANISTEE, MI 49660

August 14, 2018  
 Invoice No: 192268  

<b>Amount Due This Invoice</b>	<b>\$3,769.75</b>
--------------------------------	-------------------

Project Manager JOHN BRADLEY

**EPR 120924SG2018 - Task 070 GENERAL WASTEWATER IMPROVEMENTS PHASE I**  
 EPR Budget: \$466,000

**Professional services rendered through July 2018**

- Services provided this period:**  
 \*Right-of-Way / easement review  
 \*Internal project kick off  
 \*Establish basis of design criteria

**Professional Charges**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Design Engineer I	5.50	115.00	632.50
Design Engineer III	12.00	125.00	1,500.00
Project Assistant	.75	83.00	62.25
Project Manager I	10.50	150.00	1,575.00
Totals	28.75		3,769.75
<b>Sub-Total Labor</b>			<b>3,769.75</b>
			<b>\$3,769.75</b>
<b>TOTAL DUE THIS INVOICE</b>			<b><u><u>\$3,769.75</u></u></b>

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Hourly Charges	3,769.75	0.00	3,769.75
<b>Totals</b>	<b>3,769.75</b>	<b>0.00</b>	<b>3,769.75</b>

---

Terms: Net Cash upon receipt of invoice. A late payment charge of 18% per annum may be added.

**Invoice**



**REMIT PAYMENT TO:**  
 230 S. Washington Avenue  
 Saginaw, MI 48607-1286  
 Phone (989)754-4717  
 Fax (989)754-4440

CITY OF MANISTEE  
 280 WASHINGTON AVENUE  
 MANISTEE, MI 49660

September 19, 2018  
 Invoice No: 192755

**Amount Due This Invoice \$14,038.75**

Project Manager JOHN BRADLEY

**EPR 120924SG2018 - Task 070 GENERAL WASTEWATER IMPROVEMENTS PHASE I**  
 EPR Budget: \$466,000

**Professional services rendered through August 2018**

**Services provided this period:**

- \*CCTV Review
- \*Pipe CIPP Candidate Selection
- \*Manhole CIPM Candidate Selection
- \*Review Manhole for Offsets and Bench/Flow channel reconstruction
- \*ROW / Easement Review for USDA

**Professional Charges**

	Hours	Rate	Amount
Intern Engineer	25.00	66.00	1,650.00
Design Engineer I	30.25	115.00	3,478.75
Design Engineer III	45.00	125.00	5,625.00
Project Manager I	11.50	150.00	1,725.00
Senior Project Manager II	8.00	195.00	1,560.00
Totals	119.75		14,038.75
<b>Sub-Total Labor</b>			<b>14,038.75</b>
			<b>\$14,038.75</b>
		<b>TOTAL DUE THIS INVOICE</b>	<b>\$14,038.75</b>

**Billings to Date**

	Current	Prior	Total
Hourly Charges	14,038.75	3,769.75	17,808.50
<b>Totals</b>	<b>14,038.75</b>	<b>3,769.75</b>	<b>17,808.50</b>

Terms: Net Cash upon receipt of invoice. A late payment charge of 18% per annum may be added.

**Invoice**



**REMIT PAYMENT TO:**  
**230 S. Washington Avenue**  
**Saginaw, MI 48607-1286**  
**Phone (989)754-4717**  
**Fax (989)754-4440**

CITY OF MANISTEE  
 280 WASHINGTON AVENUE  
 MANISTEE, MI 49660

October 17, 2018  
 Invoice No: 193180

**Amount Due This Invoice \$24,353.75**

Project Manager JOHN BRADLEY

**EPR 120924SG2018 - Task 070 GENERAL WASTEWATER IMPROVEMENTS PHASE I**  
 EPR Budget: \$466,000

Account: 592-903-987.019

**Professional services rendered through September 2018**

**Services provided this period:**

- \*CCTV Review
- \*Pipe CIPP Candidate Selection
- \*Manhole CIPM Candidate Selection
- \*ROW / Easement Review for USDA
- \*Cost Estimating

**Professional Charges**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Design Engineer I	89.75	115.00	10,321.25
Design Engineer III	66.00	125.00	8,250.00
Project Assistant	13.50	83.00	1,120.50
Project Manager I	17.50	150.00	2,625.00
Senior Project Manager II	9.00	195.00	1,755.00
Staff Surveyor III	2.00	141.00	282.00
Totals	197.75		24,353.75
<b>Sub-Total Labor</b>			<b>24,353.75</b>
<b>TOTAL DUE THIS INVOICE</b>			<b><u><u>\$24,353.75</u></u></b>

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Hourly Charges	24,353.75	17,808.50	42,162.25
<b>Totals</b>	<b>24,353.75</b>	<b>17,808.50</b>	<b>42,162.25</b>

**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
192755	9/19/2018	14,038.75
<b>Total Outstanding Invoices</b>		<b>14,038.75</b>

Terms: Net Cash upon receipt of invoice. A late payment charge of 18% per annum may be added.

**Invoice**



**REMIT PAYMENT TO:**  
**230 S. Washington Avenue**  
**Saginaw, MI 48607-1286**  
**Phone (989)754-4717**  
**Fax (989)754-4440**

CITY OF MANISTEE  
 280 WASHINGTON AVENUE  
 MANISTEE, MI 49660

November 19, 2018  
 Invoice No: 193799

<b>Amount Due This Invoice</b>	<b>\$20,434.50</b>
--------------------------------	--------------------

Project Manager JOHN BRADLEY

**EPR 120924SG2018 - Task 070 GENERAL WASTEWATER IMPROVEMENTS PHASE I**  
 EPR Budget: \$466,000

Account: 592-903-987.019

**Professional services rendered through October 2018**

**Services provided this period:**

- \*Pipe CIPP Candidate Selection
- \*Manhole CIPM Candidate Selection
- \*ROW / Easement Review for USDA
- \*Cost Estimating
- \*Storm sewer master planning
- \*Storm sewer and sanitary sewer CCTV review

**Professional Charges**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Design Engineer I	65.75	115.00	7,561.25
Design Engineer III	49.25	125.00	6,156.25
Project Assistant	9.00	83.00	747.00
Project Manager I	25.50	150.00	3,825.00
Senior Project Manager II	11.00	195.00	2,145.00
Totals	160.50		20,434.50
<b>Sub-Total Labor</b>			<b>20,434.50</b>
<b>TOTAL DUE THIS INVOICE</b>			<b><u><u>\$20,434.50</u></u></b>

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Hourly Charges	20,434.50	42,162.25	62,596.75
<b>Totals</b>	<b>20,434.50</b>	<b>42,162.25</b>	<b>62,596.75</b>

**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
192755	9/19/2018	14,038.75
193180	10/17/2018	24,353.75
<b>Total Outstanding Invoices</b>		<b>38,392.50</b>

Terms: Net Cash upon receipt of invoice. A late payment charge of 18% per annum may be added.

**Invoice**



**REMIT PAYMENT TO:**  
 230 S. Washington Avenue  
 Saginaw, MI 48607-1286  
 Phone (989)754-4717  
 Fax (989)754-4440

CITY OF MANISTEE  
 280 WASHINGTON AVENUE  
 MANISTEE, MI 49660

December 17, 2018  
 Invoice No: 194123

<b>Amount Due This Invoice</b>	<b>\$24,153.50</b>
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Project Manager JOHN BRADLEY

**EPR 120924SG2018 - Task 070 GENERAL WASTEWATER IMPROVEMENTS PHASE I**  
 EPR Budget: \$466,000

Account: 592-903-987.019

**Professional services rendered through November 2018**

**Services provided this period:**

- \*Pipe CIPP Candidate Selection
- \*Manhole CIPM Candidate Selection
- \*Cost Estimating
- \*Storm sewer master planning
- \*Storm sewer and sanitary sewer CCTV review
- \*Coordination with USDA-RD

**Professional Charges**

	Hours	Rate	Amount
Design Engineer I	72.25	115.00	8,308.75
Design Engineer III	76.25	125.00	9,531.25
Project Assistant	13.50	83.00	1,120.50
Project Manager I	20.50	150.00	3,075.00
Project Manager III	1.00	168.00	168.00
Senior Project Manager II	10.00	195.00	1,950.00
Totals	193.50		24,153.50
<b>Sub-Total Labor</b>			<b>24,153.50</b>
<b>TOTAL DUE THIS INVOICE</b>			<b><u><u>\$24,153.50</u></u></b>

**Billings to Date**

	Current	Prior	Total
Hourly Charges	24,153.50	62,596.75	86,750.25
<b>Totals</b>	<b>24,153.50</b>	<b>62,596.75</b>	<b>86,750.25</b>

**Outstanding Invoices**

Number	Date	Balance
192755	9/19/2018	14,038.75
193180	10/17/2018	24,353.75
193799	11/19/2018	20,434.50
<b>Total Outstanding Invoices</b>		<b>58,827.00</b>

Terms: Net Cash upon receipt of invoice. A late payment charge of 18% per annum may be added.

**Invoice**



**REMIT PAYMENT TO:**  
 230 S. Washington Avenue  
 Saginaw, MI 48607-1286  
 Phone (989)754-4717  
 Fax (989)754-4440

CITY OF MANISTEE  
 280 WASHINGTON AVENUE  
 MANISTEE, MI 49660

January 21, 2019  
 Invoice No: 194490

**Amount Due This Invoice \$37,757.25**

Project Manager JOHN BRADLEY

**EPR 120924SG2018 - Task 070 GENERAL WASTEWATER IMPROVEMENTS PHASE I**  
 EPR Budget: \$466,000

Account: 592-903-987.019

**Professional services rendered through December 2018**

**Services provided this period:**

- \*Pipe CIPP Candidate Selection
- \*Manhole CIPM Candidate Selection
- \*Cost Estimating
- \*Storm sewer master planning
- \*Storm sewer and sanitary sewer CCTV review
- \*Coordination with USDA-RD
- \*Client Meetings

**Professional Charges**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Design Engineer I	138.50	115.00	15,927.50
Design Engineer III	34.25	125.00	4,281.25
Project Assistant	6.00	83.00	498.00
Project Manager I	67.50	150.00	10,125.00
Project Manager III	4.00	168.00	672.00
Senior Designer	15.50	132.00	2,046.00
Senior Project Manager II	18.50	195.00	3,607.50
Totals	284.25		37,157.25
<b>Sub-Total Labor</b>			<b>37,157.25</b>

**Unit Billing**

7-12 Month Flow Meter Rental **600.00**

**TOTAL DUE THIS INVOICE \$37,757.25**

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Hourly Charges	37,157.25	86,750.25	123,907.50
Units	600.00	0.00	600.00
<b>Totals</b>	<b>37,757.25</b>	<b>86,750.25</b>	<b>124,507.50</b>

Terms: Net Cash upon receipt of invoice. A late payment charge of 18% per annum may be added.

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Project	12092418-070	GENERAL WASTEWATER IMPROVEMENTS PHASE I	Invoice	194490
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**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
193180	10/17/2018	24,353.75
194123	12/17/2018	24,153.50
<b>Total Outstanding Invoices</b>		<b>48,507.25</b>

---

Terms: Net Cash upon receipt of invoice. A late payment charge of 18% per annum may be added.

**Invoice**



**REMIT PAYMENT TO:**  
 230 S. Washington Avenue  
 Saginaw, MI 48607-1286  
 Phone (989)754-4717  
 Fax (989)754-4440

CITY OF MANISTEE  
 280 WASHINGTON AVENUE  
 MANISTEE, MI 49660

February 20, 2019  
 Invoice No: 194993

<b>Amount Due This Invoice</b>	<b>\$42,726.50</b>
--------------------------------	--------------------

Project Manager JOHN BRADLEY

**EPR 120924SG2018 - Task 070 GENERAL WASTEWATER IMPROVEMENTS PHASE I**  
 EPR Budget: \$466,000

Account: 592-903-987.019

**Professional services rendered through January 2019**

- Services provided this period:**  
 \*Pipe CIPP Candidate Selection  
 \*Manhole CIPM Candidate Selection  
 \*Cost Estimating  
 \*Storm sewer master planning  
 \*Storm sewer and sanitary sewer CCTV review  
 \*Coordination with USDA-RD  
 \*Client Meetings  
 \*Road Design

**Professional Charges**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Staff Surveyor III	6.00	141.00	846.00
Technician III	1.50	93.00	139.50
Construction Services Tech II	7.75	120.00	930.00
Crew Chief	7.00	120.00	840.00
Design Engineer I	162.00	120.00	19,440.00
Design Engineer III	92.50	130.00	12,025.00
Project Assistant	10.00	88.00	880.00
Project Manager II	12.00	170.00	2,040.00
Project Manager III	4.50	178.00	801.00
Senior Project Manager II	12.00	205.00	2,460.00
Technician III	25.00	93.00	2,325.00
Totals	340.25		42,726.50
<b>Sub-Total Labor</b>			<b>42,726.50</b>

**TOTAL DUE THIS INVOICE** \$42,726.50

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Hourly Charges	42,726.50	123,907.50	166,634.00
Units	0.00	600.00	600.00
<b>Totals</b>	<b>42,726.50</b>	<b>124,507.50</b>	<b>167,234.00</b>

Terms: Net Cash upon receipt of invoice. A late payment charge of 18% per annum may be added.

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Project	12092418-070	GENERAL WASTEWATER IMPROVEMENTS PHASE I	Invoice	194993
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**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
194490	1/21/2019	37,757.25
<b>Total Outstanding Invoices</b>		<b>37,757.25</b>

---

Terms: Net Cash upon receipt of invoice. A late payment charge of 18% per annum may be added.

**Invoice**



**REMIT PAYMENT TO:**  
 230 S. Washington Avenue  
 Saginaw, MI 48607-1286  
 Phone (989)754-4717  
 Fax (989)754-4440

CITY OF MANISTEE  
 280 WASHINGTON AVENUE  
 MANISTEE, MI 49660

March 21, 2019  
 Invoice No: 195329

**Amount Due This Invoice \$25,439.00**

Project Manager JOHN BRADLEY

**EPR 120924SG2018 - Task 070 GENERAL WASTEWATER IMPROVEMENTS PHASE I**  
 EPR Budget: \$466,000

Account: 592-903-987.019

**Professional services rendered through February 2019**

**Services provided this period:**

- \*Pipe CIPP Candidate Selection
- \*Manhole CIPM Candidate Selection
- \*Cost Estimating
- \*Storm sewer master planning
- \*Storm sewer and sanitary sewer CCTV review
- \*Coordination with USDA-RD
- \*Client Meetings
- \*Road Design

**Professional Charges**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Staff Surveyor III	1.00	141.00	141.00
Design Engineer I	89.25	120.00	10,710.00
Design Engineer II	9.00	125.00	1,125.00
Design Engineer III	50.00	130.00	6,500.00
Project Assistant	9.00	88.00	792.00
Project Manager I	1.00	155.00	155.00
Project Manager II	17.50	170.00	2,975.00
Project Manager III	4.50	178.00	801.00
Senior Project Manager II	8.00	205.00	1,640.00
Totals	189.25		24,839.00
<b>Sub-Total Labor</b>			<b>24,839.00</b>

**Unit Billing**

7-12 Month Flow Meter Rental **600.00**

**TOTAL DUE THIS INVOICE \$25,439.00**

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Hourly Charges	24,839.00	165,639.00	190,478.00
Consultant Fees	0.00	995.00	995.00

Terms: Net Cash upon receipt of invoice. A late payment charge of 18% per annum may be added.

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Project	12092418-070	GENERAL WASTEWATER IMPROVEMENTS			Invoice	195329
		PHASE I				
Units		600.00	600.00	1,200.00		
<b>Totals</b>		<b>25,439.00</b>	<b>167,234.00</b>	<b>192,673.00</b>		

---

Terms: Net Cash upon receipt of invoice. A late payment charge of 18% per annum may be added.

**Invoice**



**REMIT PAYMENT TO:**  
**230 S. Washington Avenue**  
**Saginaw, MI 48607-1286**  
**Phone (989)754-4717**  
**Fax (989)754-4440**

CITY OF MANISTEE  
 280 WASHINGTON AVENUE  
 MANISTEE, MI 49660

April 29, 2019  
 Invoice No: 195846

**Amount Due This Invoice \$14,995.75**

Project Manager JOHN BRADLEY

**EPR 120924SG2018 - Task 070 GENERAL WASTEWATER IMPROVEMENTS PHASE I**  
 EPR Budget: \$466,000

Account: 592-903-987.019

**Professional services rendered through March 2019**

- Services provided this period:**  
 \*Pipe CIPP Candidate Selection  
 \*Manhole CIPM Candidate Selection  
 \*Cost Estimating  
 \*Storm sewer master planning  
 \*Storm sewer and sanitary sewer CCTV review  
 \*Coordination with USDA-RD  
 \*Client Meetings  
 \*Road Design

**Professional Charges**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Design Engineer I	61.75	120.00	7,410.00
Project Assistant	5.50	88.00	484.00
Project Engineer I	1.25	141.00	176.25
Project Manager I	5.00	155.00	775.00
Project Manager II	14.50	170.00	2,465.00
Project Manager III	10.50	178.00	1,869.00
Senior Project Manager II	1.00	205.00	205.00
Technician VI	8.00	119.00	1,011.50
Totals	107.50		14,395.75
<b>Sub-Total Labor</b>			<b>14,395.75</b>

**Unit Billing**

7-12 Month Flow Meter Rental 600.00

**TOTAL DUE THIS INVOICE \$14,995.75**

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Hourly Charges	14,395.75	190,478.00	204,873.75
Consultant Fees	0.00	995.00	995.00

Terms: Net Cash upon receipt of invoice. A late payment charge of 18% per annum may be added.

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Project	12092418-070	GENERAL WASTEWATER IMPROVEMENTS			Invoice	195846
		PHASE I				
Units		600.00	1,200.00	1,800.00		
<b>Totals</b>		<b>14,995.75</b>	<b>192,673.00</b>	<b>207,668.75</b>		

**Outstanding Invoices**

Number	Date	Balance
195329	3/21/2019	25,439.00
<b>Total Outstanding Invoices</b>		<b>25,439.00</b>

---

Terms: Net Cash upon receipt of invoice. A late payment charge of 18% per annum may be added.

**Invoice**



**REMIT PAYMENT TO:**  
**230 S. Washington Avenue**  
**Saginaw, MI 48607-1286**  
**Phone (989)754-4717**  
**Fax (989)754-4440**

CITY OF MANISTEE  
 280 WASHINGTON AVENUE  
 MANISTEE, MI 49660

May 22, 2019  
 Invoice No: 196238  

<b>Amount Due This Invoice</b>	<b>\$20,023.25</b>
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Project Manager JOHN BRADLEY

**EPR 120924SG2018 - Task 070 GENERAL WASTEWATER IMPROVEMENTS PHASE I**  
 EPR Budget: \$466,000

Account: 592-903-987.019

**Professional services rendered through April 2019**

- Services provided this period:**  
 \*Technical Specifications  
 \*Water Permit Application  
 \*Final Plan revisions  
 \*Coordination with Utility Stakeholders  
 \*Road Design QA/QC

**Professional Charges**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Construction Services Tech I	39.25	105.00	4,121.25
Design Engineer I	5.00	120.00	600.00
Design Engineer III	9.00	130.00	1,170.00
Project Assistant	23.25	88.00	2,046.00
Project Manager III	.50	178.00	89.00
Technician III	129.00	93.00	11,997.00
Totals	206.00		20,023.25
<b>Sub-Total Labor</b>			<b>20,023.25</b>
<b>TOTAL DUE THIS INVOICE</b>			<b><u><u>\$20,023.25</u></u></b>

**Outstanding Invoices**

<b>Number</b>	<b>Date</b>	<b>Balance</b>
195846	4/29/2019	14,995.75
<b>Total Outstanding Invoices</b>		<b>14,995.75</b>

Terms: Net Cash upon receipt of invoice. A late payment charge of 18% per annum may be added.

**Invoice**



**REMIT PAYMENT TO:**  
 230 S. Washington Avenue  
 Saginaw, MI 48607-1286  
 Phone (989)754-4717  
 Fax (989)754-4440

CITY OF MANISTEE  
 280 WASHINGTON AVENUE  
 MANISTEE, MI 49660

July 18, 2019  
 Invoice No: 197076  

<b>Amount Due This Invoice</b>	<b>\$23,529.00</b>
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Project Manager JOHN BRADLEY

**EPR 120924SG2018 - Task 070 GENERAL WASTEWATER IMPROVEMENTS PHASE I**  
 EPR Budget: \$466,000

Account: 592-903-987.019

**Professional services rendered through June 2019**

- Services provided this period:**  
 \*Technical Specifications  
 \*Final Plan revisions  
 \*Coordination with Utility Stakeholders  
 \*Road Design QA/QC

**Professional Charges**

	<b>Hours</b>	<b>Rate</b>	<b>Amount</b>
Technician III	253.00	93.00	23,529.00
Totals	253.00		23,529.00
<b>Sub-Total Labor</b>			<b>23,529.00</b>
<b>TOTAL DUE THIS INVOICE</b>			<b>\$23,529.00</b>

**Billings to Date**

	<b>Current</b>	<b>Prior</b>	<b>Total</b>
Hourly Charges	23,529.00	225,892.00	249,421.00
Units	0.00	1,800.00	1,800.00
<b>Totals</b>	<b>23,529.00</b>	<b>227,692.00</b>	<b>251,221.00</b>

Terms: Net Cash upon receipt of invoice. A late payment charge of 18% per annum may be added.

**Invoice**



**REMIT PAYMENT TO:**  
 230 S. Washington Avenue  
 Saginaw, MI 48607-1286  
 Phone (989)754-4717  
 Fax (989)754-4440

CITY OF MANISTEE  
 280 WASHINGTON AVENUE  
 MANISTEE, MI 49660

December 16, 2019  
 Invoice No: 199440

<b>Amount Due This Invoice</b>	<b>\$7,745.00</b>
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Project Manager JOHN BRADLEY

**EPR 120924SG2018 - Task 070 GENERAL WASTEWATER IMPROVEMENTS PHASE I**  
 EPR Budget: \$466,000

Account: 592-903-987.019

**Professional services rendered through November 2019**

- Services provided this period:**  
 \*Answered Contractor questions  
 \*Issued Addendum  
 \*Revised Plans and Specifications

**Professional Charges**

	Hours	Rate	Amount
Design Engineer I	16.00	120.00	1,920.00
Project Assistant	32.50	88.00	2,860.00
Project Manager II	9.00	170.00	1,530.00
Senior Project Manager II	7.00	205.00	1,435.00
Totals	64.50		7,745.00
<b>Sub-Total Labor</b>			<b>7,745.00</b>
<b>TOTAL DUE THIS INVOICE</b>			<b>\$7,745.00</b>

**Billings to Date**

	Current	Prior	Total
Hourly Charges	7,745.00	212,900.00	220,645.00
Consultant Fees	0.00	36,521.00	36,521.00
Units	0.00	1,800.00	1,800.00
<b>Totals</b>	<b>7,745.00</b>	<b>251,221.00</b>	<b>258,966.00</b>

Terms: Net Cash upon receipt of invoice. A late payment charge of 18% per annum may be added.

LAW OFFICES OF  
MILLER, CANFIELD, PADDOCK AND STONE, P.L.C.  
150 W. JEFFERSON, SUITE 2500  
DETROIT, MICHIGAN 48226

TELEPHONE (313) 963-6420  
TAXPAYER IDENTIFICATION NO. 38-0836500

January 10, 2020

Edward Bradford  
Chief Financial Officer  
City of Manistee  
70 Maple Street  
Manistee, MI 49660

Re: \$4,400,000 City of Manistee, County of Manistee, State of Michigan,  
Sewage Disposal System Junior Lien Revenue Bonds, Series 2020A

\$300,000 City of Manistee, County of Manistee, State of Michigan,  
Sewage Disposal System Junior Lien Revenue Bonds, Series 2020B

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INVOICE FOR PROFESSIONAL SERVICES RENDERED as  
Bond Counsel to the City of Manistee in connection with the  
above-captioned Bonds, including preparation of proceedings  
with respect to issuance of both series of Bonds, including Notice  
of Intent Resolution and Bond Authorizing Ordinance;  
coordination with City and Rural Development Officials;  
telephone conferences and calls; preparation of closing  
documents, coordination of closing and preparation and delivery  
of approving opinions, including all disbursements:  
photocopying, Federal Express and transcript preparation.

**\$29,500.00**

**PLEASE WIRE TO:**

**Receiving Bank:** Comerica Bank  
**Bank ABA** #072000096  
**Account Name:** Miller Canfield Paddock and Stone, PLC  
**Account #** 1840-09284-3  
**Reference:** 055725/00029 and invoice # 1466244

***OR REFER TO INVOICE # 1466244***

**AND REMIT TO:**  
P O Box 640348  
Detroit MI 48264-0348

PFM #1672

Under the Firm's collection policy, payment is expected within 30 days.  
Our accounting department may contact you regarding invoices remaining unpaid after 60 days.

35045456.1\055725-00029

593-903-987.019

# Mika Meyers P.C.

Attorneys at Law

900 Monroe Ave NW Grand Rapids, MI 49503  
Tel (616) 632-8000 Fax (616) 632-8002  
Web mikameyers.com  
Fed-ID 38-1647107

City of Manistee  
Attn: Mr. Edward Bradford  
70 Maple Street  
Manistee MI 49660

Remittance Copy

Amount Enclosed \$ \_\_\_\_\_

Client No. 26943-54320  
Matter: Rural Development Loan

Invoice No. 636345

August 28, 2019

*For professional services rendered through 08/28/19*

Professional Fees	\$ 6,924.00
Incidental Costs	\$ <u>125.00</u>
Total Current Invoice	\$ <u>7,049.00</u>

*Account Summary*

Previous Balance	Payments	Current Invoice	Current Balance
\$2,345.00	(\$2,345.00)	\$7,049.00	\$7,049.00

*This invoice is payable upon receipt*

GVS

RECEIVED

AUG 30 2019

CITY OF MANISTEE

# Mika Meyers P.L.C.

Attorneys at Law

900 Monroe Ave NW Grand Rapids, MI 49503  
Tel (616) 632-8000 Fax (616) 632-8002  
Web mikameyers.com  
Fed-ID 38-1647107

City of Manistee  
Attn: Mr. Edward Bradford  
70 Maple Street  
Manistee MI 49660

For Your Records

Amount Enclosed \$ \_\_\_\_\_

Client No. 26943-54320  
Matter: Rural Development Loan

Invoice No. 636345

August 28, 2019

*For professional services rendered through 08/28/19*

Professional Fees	\$ 6,924.00
Incidental Costs	<u>\$ 125.00</u>
Total Current Invoice	<u>\$ 7,049.00</u>

*Account Summary*

<b>Previous Balance</b>	<b>Payments</b>	<b>Current Invoice</b>	<b>Current Balance</b>
\$2,345.00	(\$2,345.00)	\$7,049.00	\$7,049.00

*This invoice is payable upon receipt*

GVS

# Mika Meyers PLC

Attorneys at Law

900 Monroe Ave NW Grand Rapids, MI 49503  
Tel (616) 632-8000 Fax (616) 632-8002  
Web: mikameyers.com  
Fed-ID 39-1647107

City of Manistee  
Attn: Mr. Edward Bradford  
70 Maple Street  
Manistee MI 49660

---

Client No. 26943-54320

Invoice No. 636345

August 28, 2019

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Professional Services:

Matter:	Rural Development Loan			
10/09/18	Research Register of Deeds			
		GVS	Hours	.80
10/15/18	Review of easements			
		GVS	Hours	1.20
10/15/18	Review of easements; review of RD requirements			
		GVS	Hours	.50
10/18/18	Email to client			
		GVS	Hours	.20
10/25/18	Telephone conference with S. Ball; email to E. Bradford regarding separate bank accounts for RD funds			
		RMW	Hours	.20
10/29/18	Review of Easement and documents re: Railroad			
		GVS	Hours	.30
10/30/18	Review of worksheets; email exchanges with W. Beardsley			
		GVS	Hours	.40
10/30/18	Email exchange with City Engineer			
		GVS	Hours	.20
11/05/18	Research Register of Deeds Office			

	GVS	Hours	1.80
12/06/18	Review of title commitment and supporting documents; telephone conference with L. Kaiser; email to title company; revision of Purchase Agreement; email exchange with R. Taylor		
	GVS	Hours	1.25
12/06/18	Telephone conference with R. Taylor		
	GVS	Hours	.20
12/06/18	Telephone conference with S. Middleton; email to CM		
	GVS	Hours	.40
12/06/18	Receipt and review of additional supporting documents to title commitment; email to R. Taylor		
	GVS	Hours	.40
12/06/18	Receipt review of Exhibit; email to R. Taylor		
	GVS	Hours	.30
12/11/18	Telephone conference with R. Taylor		
	GVS	Hours	.25
12/11/18	Revision of Agreement; preparation of Agenda request; telephone conference with E. Bradford and J. Mikula		
	GVS	Hours	.50
12/12/18	Telephone conference with R. Taylor		
	GVS	Hours	.20
12/14/18	Telephone conference with D. Slivka		
	GVS	Hours	.30
12/14/18	Telephone conference with R. Taylor		
	GVS	Hours	.20
12/14/18	Email exchange with R. Taylor		
	GVS	Hours	.20
12/17/18	Email exchange with R. Taylor		
	GVS	Hours	.20
12/19/18	Review and revision of Land Division Application and Covenant Deed		
	GVS	Hours	.30
12/20/18	Revision of Application and Deed; email to R. Taylor		
	GVS	Hours	.30
12/20/18	Telephone conference with Clerk; email to R. Taylor; correspondence to R. Taylor		
	GVS	Hours	.40
12/25/18	Email exchange with title company; review of title commitment		

	GVS	Hours	
12/25/18	Various telephone conversations with Township and title company	.40	
	GVS	.50	
01/14/19	Telephone conference with C. Snay at Lighthouse Title		
	GVS	.20	
01/14/19	Telephone conference with D. Slivka		
	GVS	.20	
01/17/19	Review of title search (re: Oaks); telephone conference with C. Snay		
	GVS	.50	
01/18/19	Receipt and review of Title Searches		
	GVS	1.50	
01/21/19	Review of title searches, research, telephone conference with D. LaFleur; email exchange with title company; email to S. Middleton		
	GVS	1.70	
01/24/19	Review of documents		
	GVS	.30	
01/25/19	Conference with S. Middleton		
	GVS	1.10	
01/30/19	Preparation of Easement (Bison Construction)		
	GVS	.50	
01/30/19	Email to J. Mikula and S. Middleton		
	GVS	.20	
01/30/19	Preparation of Easement draft (State of Michigan)		
	GVS	.50	
01/30/19	Review and revision of Bison Construction Easement		
	GVS	.20	
01/30/19	Email to S. Middleton; email to J. Mikula		
	GVS	.20	
01/30/19	Review and revision of easements		
	GVS	.30	
02/06/19	Telephone conference with G. Ferguson		
	GVS	.20	
02/06/19	Review of LARA records; email to CM		
	GVS	.30	
02/06/19	Calls to State and email to Governor's Office		

		GVS	Hours	.30
02/08/19	Telephone conference with S. Middleton			
		GVS	Hours	.20
02/11/19	Conference call with B. Smith and City Engineer			
		GVS	Hours	.30
02/11/19	Telephone conference with L. Parish; telephone conference with E. Vallad; email to R. Burns			
		GVS	Hours	.60
02/13/19	Research re: Prescriptive Easement			
		GVS	Hours	.40
02/18/19	Telephone conference with G. Ferguson; email to G. Ferguson			
		GVS	Hours	.40
02/18/19	Email to State Director			
		GVS	Hours	.20
02/19/19	Email exchange with G. Ferguson; email to client			
		GVS	Hours	.20
02/21/19	Review of survey's and notes; email exchange with J. Mikula and S. Middleton			
		GVS	Hours	.40
02/22/19	Email exchange with S. Middleton			
		GVS	Hours	.20
02/25/19	Emails to J. Mikula and S. Middleton re: Ferguson; email to R. Burns; email to S. Middleton and review of easement			
		GVS	Hours	.40
02/25/19	Telephone conference with D. Arking; email to D. Arking			
		GVS	Hours	.40
02/26/19	Email exchange with D. Arking			
		GVS	Hours	.20
02/26/19	Email to G. Ferguson			
		GVS	Hours	.10
05/29/19	Review Ludington RD title opinions; discuss easement issues with GVS and possible solutions to lack of record title.			
		RMW	Hours	.30
05/31/19	Conference with G. Saylor to review email to OGC; review draft affidavit of J. Mikula; review Land Title Standards regarding implied easements			
		RMW	Hours	.50
06/03/19	Revision of Affidavit; preparation of Preliminary Title Opinion;			





## **APPLICANTS NEEDED BOARDS and COMMISSIONS VACANCIES**

**DOWNTOWN DEVELOPMENT AUTHORITY.** One vacancy – resident member– term ending 06/30/21. Purpose: Central Business District and Tax Increment Financing Authority.

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, January 28, 2020 to be considered for appointment at the February 4, 2020 City Council meeting.

RECEIVED

JAN 03 2020

CITY OF MANISTEE  
CLERK - TREASURER



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

NAME: Bruce Allen  
ADDRESS: 74 Pine St.  
Manistee, MI 49660

PHONE: (Home) 301-259-1759 (Work) \_\_\_\_\_

E-MAIL: bruce@bfallen.com (  personal or  work

I want to volunteer for this position because:

The DDA is central to economic development and my education and  
experience might be useful.

Please add any particular education, experience or background you think appropriate to include:

Prior to my very recent retirement, I was responsible for facilities management for our  
company's 750,000 sq feet of office space. I have also opened 16 offices in 8 states.  
My undergrad and grad degrees from Indiana University are in public administration  
with concentrations in law and public policy and policy analysis.

Feel free to attach any additional information.

I  (will)  (will not) be able to attend the Council meeting. Please circle one.

  
Signature

1-3-2020  
Dated

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**

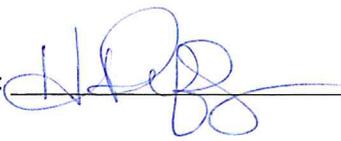
- Manistee County Resident

**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: 1/3/2020



## **APPLICANTS NEEDED BOARDS and COMMISSIONS VACANCIES**

**DOWNTOWN DEVELOPMENT AUTHORITY.** One vacancy – **interest member**– term ending 06/30/20. *Applicant must have interest in property in the downtown district.* Purpose: Central Business District and Tax Increment Financing Authority.

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, January 28, 2020 to be considered for appointment at the February 4, 2020 City Council meeting.



RECEIVED

JAN 10 2020

CITY OF MANISTEE  
CLERK - TREASURER

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 - interest member

NAME: James Beaudrivz

ADDRESS: 1249 Maple RD  
Manistee 49660

PHONE: (Home) 231-398-7435 (Work) 231-887-4644

E-MAIL: ManisteeClerk@cityofmanistee.com  personal or  work

I want to volunteer for this position because:

Please SEE Attached

Please add any particular education, experience or background you think appropriate to include:

Please SEE Attached

Feel free to attach any additional information.

I  (will)  (will not) be able to attend the Council meeting. Please circle one.

[Signature]  
Signature Dated

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  
401 River St.

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

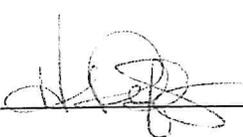
- Manistee County Resident

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: 1/13/2020

1. I want to volunteer for this position because:

I am a passionate member of the downtown Manistee business community and have a vested interest in its success. I own Manistee Beverage Company, which is a liquor store at 401 River Street, and also own this building and the attached parking lot. I also am an owner of Manistee Media, a social media marketing company that focuses on small businesses in the Manistee area. As an involved property owner and business operator rooted in the downtown community I wish to add my name to the list of potential candidates for this position. I was born and raised in Manistee and am now raising my children here, and I hope that I can help Manistee to reach its potential.

2. Background/Experience

I have been leading teams of high achieving individuals in both the public and private sectors for 20 years. I have a strong ability to organize people. An example is the 2019 Run the Pier 5K (organized by The Pier Foundation, of which I am a board member) that successfully provided to the downtown district with over 300 runners in its inaugural debut. In 2019 we gave \$3,500 to the Stomp out Cancer Fund, and \$1,500 to the City of Manistee for Public Safety training. Our goal is to double the entrants for this year's run.

I thank you for your consideration.

Cheers!!

James J. Beaudrie III



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

NAME: Suzanne Riley
ADDRESS: 314 Lakeshore Drive
Manistee,

PHONE: (Home) 231-620-9561 (Work) 723-6100

E-MAIL: Suzanne@callboardwalk.com personal or (X) work

I want to volunteer for this position because:

I'd like to be involved in the positive progress I've been seeing downtown so it continues in the right direction. And to learn why things are progressing so well.

Please add any particular education, experience or background you think appropriate to include:

Real estate; owner/broker; vacation rental company owner/broker; I've been on the Visitors Bureau board and the Portage Point Inn Condo Assoc board.

Feel free to attach any additional information.

I (will) (will not) be able to attend the Council meeting. Please circle one.

Suzanne Riley 1-13-2020
Signature Dated

I will be closing on 433 River St on Friday, Jan 31, 2020.

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

488 River St

**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**

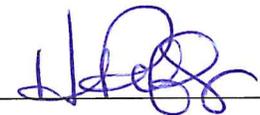
- Manistee County Resident

**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: 11/28/2020

# City of Manistee Police Department



70 Maple Street, Manistee, MI 49660-0358

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

TO: Thad Taylor, City Manager

DATE: January 21, 2020

FROM: Chief Timothy Kozal

RE: Special Event Request/Consideration for City Council

FiveCAP, Inc. is requesting consideration to hold a Walk for Warmth. Walkers will walk a 2 mile route, commencing at the FiveCAP, Inc. office on First Street, down to US 31 to River Street, up to Maple Street to Fifth Street to US 31 and ending at the FiveCAP, Inc. office. This event will occur on the following date:

Tuesday, February 15, 2020 from approximately 10:00 a.m. – 12:00 p.m.

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

Respectfully Submitted,

A handwritten signature in black ink, appearing to read 'Timothy E. Kozal'. The signature is fluid and cursive, with the first name 'Timothy' being the most prominent.

Timothy E. Kozal

01/22/2020 10:59 MANISTEE CITY POLICE

(FAX)12313982012

P.002/002



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

SPECIAL EVENT REQUEST

Please Print

The City must receive this form at least ninety (90) days prior to the date of the event. Forms received less than ninety (90) days prior to the date of the event may result in denial of the request. You are requested to submit a letter with this form that details your Special Event.
Name of Event: Walk for Warmth
Person(s)/Organization(s) making request: Mary Trucks - FiveCAP
Contact Person: Mary Trucks Phone Number: 231-757-3785
Address: 302 N Main St Email Address: fivecap@fivecap.org
Date(s) of Event: Scottville Time of Event: 10 am - 12 pm
02-15-2020 EVENT LOCATION: See attached
City Park(s):
Parking Lot(s):
City Street(s) Closure:
NUMBER OF UNITS PARTICIPATING For Parades
Marching/Walking: Driven: Other:
Assembly Starting Location:
Destination/Finishing Point:
Route that the special event will follow (attach map)
INSURANCE CERTIFICATE
The City of Manistee has been advised by our insurance carrier that when an event is held on City Properties we need to require an insurance certificate naming the City of Manistee as co-insured. An insurance certificate must be filed at the time this Special Event Request form is filed. The minimum amount that our insurance company will accept is \$1 million dollars of Liability Insurance. The Insurance Certificate, this form, and related correspondence should be sent to the attention of the Manistee City Police Department.
Signature: [Signature] Date: 1-22-2020
Office Use Only
Recommendation/Forward to City Council for Approval
Notes:
Event does not utilize City Services/Property - Does not require Council Approval
Notes:
Signature: Date:

NO City Services Requested

Five CAP  
Walk for Warmth

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

to be held on  
02-15-2020

*[Signature]*



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
1/21/2020

**THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.**

**IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).**

<b>PRODUCER</b> Magee Ins. Group 5965 E Ludington Ave  Ludington MI 49431	<b>CONTACT NAME:</b> Greg Magee <b>PHONE (A/C, No, Ext):</b> 2318455000 x-102 <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b> gmagee@mageeins.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center;">NAIC #</th> </tr> <tr> <td>INSURER A: HOME-OWNERS INS CO</td> <td style="text-align: center;">26638</td> </tr> <tr> <td>INSURER B: AUTO OWNERS INS CO</td> <td style="text-align: center;">18988</td> </tr> <tr> <td>INSURER C: AM-Wins</td> <td></td> </tr> <tr> <td>INSURER D:</td> <td></td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: HOME-OWNERS INS CO	26638	INSURER B: AUTO OWNERS INS CO	18988	INSURER C: AM-Wins		INSURER D:		INSURER E:		INSURER F:	
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INSURER D:															
INSURER E:															
INSURER F:															
<b>INSURED</b>  FIVE CAP INC PO BOX 37  SCOTTVILLE MI 49454-0037															

**COVERAGES      CERTIFICATE NUMBER:      REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL	SUBR	INSD	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJ-ECT <input type="checkbox"/> LOC OTHER:					33607716	10/01/2019	10/01/2020	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50000 MED EXP (Any one person) \$ 5000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 1000000 PRODUCTS - COMP/OP AGG \$ 1000000 EBLIA \$ 1000000
B	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					9691720100	10/01/2019	10/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ 1000000
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$								EACH OCCURRENCE \$ AGGREGATE \$
B	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below					33693507	10/03/2019	10/03/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER EL EACH ACCIDENT \$ 500000 EL DISEASE - EA EMPLOYEE \$ 500000 EL DISEASE - POLICY LIMIT \$ 500000
C	Cyber Liability					V204E2170101	10/01/2019	10/01/2020	Aggrgatic 1000000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

<b>CERTIFICATE HOLDER</b>  Proof of Insurance	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE <p style="text-align: center; font-size: 1.2em;">Greg Magee</p>
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# FiveCAP, Inc.

P.O. Box 37 • 302 N. Main Street • Scottville, Michigan 49454  
Phone (231) 757-3785 Fax (231) 757-9669 fivecap@fivecap.org



January 13, 2019



Thad Taylor, City Manager  
City of Manistee  
70 Maple Street  
Manistee, MI 49660

Dear Mr. Taylor:

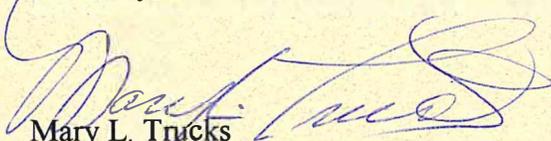
The purpose of this letter is to formally make you aware of our upcoming annual Walk for Warmth Event on Saturday, February 15<sup>th</sup>. No city services are needed.

Enclosed please find the brochure and pledge sheet for this year's annual charity walk to raise awareness and private funds to assist families and senior citizens of Manistee County with emergency heating needs.

The financial hardships for families and seniors are intensified by the severe impact of our Michigan winter. Federal and State resources intended to assist with these heating-related emergencies have declined dramatically in recent years. Many families in need are not eligible to receive state or federal assistance. The gap leaves many local families at risk.

Your support is greatly appreciated. If you have any questions or would like additional information please contact us at (231) 757-3785.

Sincerely,



Mary L. Trucks  
Executive Director

Enclosure

MLT/ada

Mary L. Trucks, Executive Director

FiveCAP, Inc. is an equal opportunity provider and employer  
Visit our Website: [www.fivecap.org](http://www.fivecap.org)



## Who Benefits From “Walk for Warmth”?

People who are low-income, have experienced loss of employment or underemployment, are on a fixed income, have felt a rise in prices and/or loss of economic opportunity, and are legitimately unable to meet basic payment of their utility bills, may receive assistance with Walk for Warmth funds. These individuals by their status, are or are near to being homeless.

Prior to assistance, the individual must have been denied help in writing by the Michigan Department of Health & Human Services (MDHHS).

People who volunteer, pledge, and/or walk receive the satisfaction of knowing that they helped individuals and families in need from our county.

Local companies who support, sponsor, or help in this effort will receive tax benefits and publicity.

Manistee County Walk for Warmth is a program sponsored by the Community Action Agency of FiveCAP, Inc. Other agencies sponsor this program in other parts of Michigan.

Walk for Warmth raises funds to help low income families in Manistee County with emergency utility assistance. These funds target people, who, for one reason or another, “fall through the cracks” of other State and Federal programs for assistance.

## Heat a Home, Walk for Warmth!

On February 15, 2020 there will be a two mile walk from the FiveCAP, Inc. Office, located at 265 First Street, down First Street to US 31, North on US 31 to River Street, West on River Street to Maple Street, South on Maple Street to Fifth Street, East on Fifth Street to US 31, North on US 31 back to First Street, East on First Street back to the FiveCAP, Inc. Office.

Registration begins at 9:30 a.m.  
Walk begins at 10:00 a.m.

A light lunch will be provided following the walk.



**FiveCAP, Inc.**  
Serving Mason, Lake,  
Manistee & Newaygo Counties

# WALK FOR WARMTH

## 2 Mile Walk

Sat. February 15, 2020  
10 am - 12 pm



265 First Street  
Manistee, MI 49660  
(231) 723-8327

