

**MANISTEE CITY COUNCIL**  
**MEETING AGENDA**

**TUESDAY, DECEMBER 1, 2015 – 7:00 P.M. – COUNCIL CHAMBERS**

**I. Call to Order.**

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

**II. Public Hearings.**

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

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

- V. Approval of Minutes.
- VI. a.) Cash Balances.  
b.) Revenue & Expense.
- IX. b.) Notification Regarding Next Work Session.

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

**\*V. Approval of Minutes.** Approval of the minutes of the November 17, 2015 regular meeting as attached.

**VI. Financial Report.**

- \*a.) CASH BALANCES.
- \*b.) REVENUE AND EXPENSE.

**VII. Unfinished Business.**

**VIII. New Business.**

- a.) CONSIDERATION OF RESCHEDULING THE DECEMBER BOARD OF REVIEW TO WEDNESDAY, DECEMBER 16, 2015.

Traditionally the December Board of Review is held on the Tuesday following the second Monday in December. State law allows this to be rescheduled on another day of the same week. In order for the City Assessor to be present at the Board of Review, the day needs to be rescheduled to Wednesday, December 16, 2015.

At this time Council could take action to reschedule the December Board of Review to Wednesday, December 16, 2015.

- b.) CONSIDERATION OF ESTABLISHING 2016 POVERTY EXEMPTION GUIDELINES.

The adoption of a resolution establishing poverty exemption guidelines for exemption from property tax contributions is required in order for the Board of Review to grant poverty exemptions. The homestead of persons who the Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or in part from taxation under Public Act 390, 1994 (MCL 211.7u).

At this time Council could take action to approve a resolution establishing 2016 Poverty Exemption Guidelines.

- c.) CONSIDERATION OF RENEWING A LICENSE AGREEMENT WITH THE LAMAR COMPANIES.

The City licenses land on M-55 to the Lamar Companies for five billboards. The City has negotiated a five-year renewal that increases rent, includes an escalator and strengthens the indemnification section of the agreement. The City Attorney prepared the agreement and recommends Council approval.

At this time Council could take action to renew a license agreement with the Lamar Companies; and authorize the Mayor and City Clerk to execute the agreement.

d.) CONSIDERATION OF A BID, FHC MECHANICAL CONTRACTORS.

The item under consideration this evening is a bid to install five slide gates and two exterior doors at the Wastewater Treatment Plant as follows:

- Headworks gate
- Aeration tank influent gates x 2
- Final settling tank influent gates x 2
- Exterior door and air intake louver to the grit room
- Exterior door to the chemical storage building

The gates were custom manufactured utilizing funds from the FY14-15 budget. The two doors include furnishing and installation. Proposals for the project were solicited with two bids received:

Devere Construction	\$61,000
FHC Mechanical	\$30,923*

\*Recommended bid. The City Attorney has reviewed and approved the bid agreement.

At this time Council could take action to accept the bid from FHC Mechanical Contractors in the amount of \$30,923 for the installation of slide gates and doors at the WWTP.

e.) CONSIDERATION OF ENTERING INTO AN AGREEMENT WITH THE SPICER GROUP TO COMPLETE ASSET MANAGEMENT PLANS FOR THE CITY'S SANITARY AND STORM SEWER SYSTEMS.

The Public Works Department has applied for and received a SAW Grant from the State of Michigan to complete asset management programs. Total project amount is \$1,905,000 with \$1,757,500 to be funded by the grant and \$147,000 to be funded locally over the next three years.

At this time Council could take action to approve the Spicer Group to complete asset management plans for the City's sanitary and storm water sewer systems as outlined in the approved grant agreement with the Michigan Department of Environmental Quality.

f.) CONSIDERATION OF A RESOLUTION REGARDING TWELFTH STREET.

The matter of Twelfth Street between Oak and Maple Streets has been discussed for many years. The City and other governmental agencies have attempted to negotiate the acquisition of additional right-of-way (ROW) for the improvement of Twelfth Street, with no success. Every possible effort has been made to avoid having to acquire the ROW through a Resolution “finding a public necessity.”

It is not possible to reconstruct the Street within the existing ROW. The only remaining option to the “finding a public necessity” for additional ROW is to construct Twelfth Street as a one-way west bound within the existing ROW. City Council has previously heard from MAPS, the City Engineer and Public Safety Director regarding whether this is a safe and viable option. It is not.

The expansion of Twelfth Street into Filer Township, between Maple and Oak Streets is necessary for the public health, safety and welfare. The City Engineer has concluded that in order to expand Twelfth Street to the point of it being safe for two-way travel, 28 feet of ROW would be required immediately south of the City boundary from the two parcels immediately west of Maple Street.

Should City Council determine that a public necessity exists for the additional land to extend and improve Twelfth Street and it declare as such; it could take action to authorize the appraisal of the property, make a good faith offer to the property owners in accordance with the appraisal, declare a taking, and authorize the commencement of a condemnation action if a negotiated agreement in lieu of litigation was not made. If Council were to determine that it desired to move forward with the improvement of Twelfth Street as described above, a proposed Resolution prepared by the City Attorney’s Office is provided. The Interim City Manager recommends City Council take action to approve the Resolution.

At this time Council could take action to adopt a Resolution finding that a public necessity exists to expand and extend Twelfth Street 28 feet south, between Maple and Oak Streets and over the two privately owned parcels immediately west of Maple Street and south of the City, appraise the property required for the expansion and extension, make a good faith offer to the property owners in accordance with the appraisal and, if the good faith offer is rejected, take steps necessary to condemn the property.

g.) **CONSIDERATION OF APPLICATIONS TO BOARDS AND COMMISSIONS.**

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

The following applications have been received:

**BOARD OF REVIEW.** One regular member, term ending 12/31/18, 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 or appointed officials of the City; Council appointment.

None

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

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

a.) **A REPORT FROM THE CITY CLERK.**

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

At this time Ms. Michelle Wright will report on the activities of the City Clerk's Office and respond to any questions the Council may have regarding their activities. No action is required on this item.

\*b.) **NOTIFICATION REGARDING NEXT WORK SESSION.**

A Council work session has been scheduled for Tuesday, December 8, 2015 at 7 p.m. A discussion will be conducted on Council Guidelines, Boards / Commissions / Council Committees, Ad Hoc Deer Herd Committee report, and such business as may come before the Council. No action is required on this item.

**X. Concerns and Comments.**

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

**XI. Adjourn.**

RBB:cl

**COUNCIL AGENDA ATTACHMENTS:**

Council Meeting Minutes – November 17, 2015  
Cash Balances  
Revenue & Expense  
Resolution to Reschedule December Board of Review  
Resolution to Establish Poverty Exemption Guidelines  
Lamar License Agreement  
FHC Mechanical Contractors Bid  
SAW Grant Spicer Agreement  
Twelfth Street Resolution & Supporting Documents  
Board and Commission Applications

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## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – November 17, 2015

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A regular meeting of the Manistee City Council was called to order by her honor, Mayor Colleen Kenny on Tuesday, November 17, 2015 at 7:00 p.m. in the City Hall Council Chambers, 70 Maple Street, followed by the Pledge of Allegiance.

**PRESENT:** Colleen Kenny, Lynda Beaton, Robert Goodspeed, James Smith, Mark Wittlieff, and Eric Gustad.

**ABSENT:** Roger Zielinski.

**ALSO PRESENT:** Interim City Manager – R. Ben Bifoss, City Attorney – George Saylor, City Clerk – Michelle Wright, DPW Director – Jeff Mikula, Finance Director – Ed Bradford, Planning & Zoning Administrator - Denise Blakeslee, and City Engineer – Pat Bentley / Spicer Group.

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

Nichole / 276 Fifth Avenue voiced concerns about the MSDDA redevelopment liquor license program and the ability to acquire one; would like to purchase 318 River Street but must have the ability to purchase the liquor license, need a definitive timeline.

### **CONSENT AGENDA.**

- Minutes
  - November 4, 2015 - Regular Meeting
  - November 10, 2015 - Organizational Meeting
- Payroll
  - Oct. 26 – Nov. 8, 2015 - \$ 112,662.02
- Monthly Bills
  - October 15, 2015 - \$ 542,658.39
  - October 27, 2015 - \$ 131,784.57
- Notification Regarding Next Work Session – December 8, 2015  
A discussion will be conducted on Boards/Commissions/Council Committees, Ad Hoc Deer Herd Committee report, and such business as may come before the Council.

Beaton requested that the Monthly Bills be removed from the Consent Agenda.

**MOTION** by Goodspeed, second by Smith to approve the Consent Agenda as presented, excluding the Monthly Bills.

With a roll call vote this motion passed unanimously.

**AYES:** Kenny, Beaton, Goodspeed, Smith, Wittlieff, and Gustad

**NAYS:** None

**MONTHLY BILLS.**

Beaton stated that being new to Council, she doesn't know how the monthly bills compare to budget; did receive a revenue and expense report from the Finance Director which was very helpful; asked if there were any purchase order agreements with local vendors, or if there were any discounts given. A meeting will be set up with the Finance Director for more information.

MOTION by Goodspeed, second by Wittlieff to approve the Monthly Bills as presented.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Beaton, Goodspeed, Smith, Wittlieff, and Gustad

NAYS: None

**CONSIDERATION OF AN AGREEMENT WITH THE COUNTY PROSECUTING ATTORNEY / MANISTEE COUNTY.**

The City of Manistee currently has an agreement with the County Prosecuting Attorney and Manistee County to prosecute violations of certain City Ordinances, Codes and State Statutes, which are by definition misdemeanors. That agreement expires December 31, 2015. The agreement under consideration this evening would cover the period of January 1, 2016 through December 31, 2016 and allow for additional four-year periods upon written agreement of the parties. The total payment for one year of service is \$12,387.90.

MOTION by Goodspeed, second by Beaton to authorize an agreement with Manistee County and the County Prosecuting Attorney in the amount of \$12,387.90 for calendar year 2016. Brief discussion followed.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Beaton, Goodspeed, Smith, Wittlieff, and Gustad

NAYS: None

**CONSIDERATION OF THE MSDDA REDEVELOPMENT LIQUOR LICENSE PROGRAM AND APPLICATION FORM.**

At their meeting of July 7, 2015 City Council took action to approve a resolution establishing a Manistee Main Street Redevelopment Project Area to allow the application for and State of Michigan issuance of liquor licenses in the MSDDA District. Council also considered the first application from the Manistee Inn that same evening but requested that a standard application form be created for future consideration.

The DDA Economic Restructuring Committee has created a form for Council consideration. If approved this evening the program and form will be in place to accept applications. The DDA can make recommendations on an application but the City Council retains the right to review each application

submitted for formal approval or denial.

MOTION by Goodspeed, second by Smith to approve the MSDDA Redevelopment Liquor License Program and the accompanying application form. Discussion followed. Council agreed that a background check by the public safety department be required before it comes to City Council for approval.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Beaton, Goodspeed, Smith, Wittlieff, and Gustad

NAYS: None

**CONSIDERATION OF THE PURCHASE OF A 2016 TANDEM AXLE SNOW PLOW / HAUL TRUCK.**

The Department of Public Works has budgeted with Motor Pool funds to replace truck #140 which is a 1992 Ford L8000. The replacement truck has been priced through two MiDEAL vendors. Cab and Chassis: Weiland International (Contract #3958-0160D and Equipment: Truck & Trailer Specialties (Contract #071B5500010). Financing will be competitively bid within 60 days of the anticipated delivery date.

MOTION by Gustad, second by Wittlieff to authorize the purchase of a Cab and Chassis from Wieland International in the amount of \$94,145.00; and Equipment from Truck & Trailer Specialties in the amount of \$73,461.42. Discussion followed regarding financing, trade-in or auction of old vehicles, and extended warranties.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Beaton, Goodspeed, Smith, Wittlieff, and Gustad

NAYS: None

**CONSIDERATION OF THE PURCHASE OF A 2016 TANDEM AXLE SNOW PLOW / SALT / SAND TRUCK.**

The Department of Public Works has budgeted with Motor Pool funds to replace truck #134 which is a 1995 Ford L8000. The replacement truck has been priced through two MiDEAL vendors. Cab and Chassis: Weiland International (Contract #3958-0160D) and Equipment: Truck and Trailer Specialties (Contract #071B5500010). Financing will be competitively bid within 60 days of the anticipated deliver date.

MOTION by Gustad, second by Goodspeed to authorize the purchase of a Cab and Chassis from Wieland International in the amount of \$94,145.00 and Equipment from Truck & Trailer Specialties in the amount of \$107,909.36.

With a roll call vote this motion passed unanimously.

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## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – November 17, 2015

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AYES: Kenny, Beaton, Goodspeed, Smith, Wittlieff, and Gustad

NAYS: None

### CONSIDERATION OF APPLICATIONS TO BOARDS AND COMMISSIONS.

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

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

The following applications have been received:

**COMPENSATION COMMISSION.** Two vacancies, terms ending 09/30/17 and 09/30/19, applicants must be registered voters in the City, Mayoral appointment.

*None received.*

**DOWNTOWN DEVELOPMENT AUTHORITY.** One vacancy, term ending 06/30/19, applicants must have an interest in property in the downtown district, Mayoral appointment.

Jacquelyn Gielczyk, 2226 Staunton Street, Filer City  
James Matthews, 334 River Street

Mayor Kenny appointed Jacquelyn Gielczyk to the Downtown Development Authority for a term ending 06/30/19. MOTION by Goodspeed, second by Gustad to approve the Mayor's appointment.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Beaton, Goodspeed, Smith, Wittlieff, and Gustad

NAYS: None

**HARBOR COMMISSION.** Two vacancies, terms ending 10/31/18, Council appointment.

*None received.*

**PEG COMMISSION.** Two vacancies, terms ending 12/31/18, applicants must be Manistee County residents, Council appointment.

Mike Tillotson, 86 Hancock, Owosso

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## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – November 17, 2015

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Gustad nominated Mike Tillotson to the PEG Commission for a term ending 12/31/18. Question was asked if he was a Manistee County resident as required. MOTION failed for lack of support.

**PLANNING COMMISSION.** Two vacancies, unexpired terms ending 10/31/16 and 10/31/17, applicant must be city resident, Mayoral appointment.

*None received.*

**ZONING BOARD OF APPEALS.** One vacancy, term ending 05/31/18 (alternate member), Mayoral appointment.

*None received.*

### **A REPORT FROM THE 2-1-1 ACTION TEAM AND THE PLANNING & ZONING ADMINISTRATOR.**

Ms. Evelyn Szpliet reported on the activities of the 2-1-1 Action Team and responded to questions the Council had regarding their activities.

Ms. Denise Blakeslee reported on the activities of the Planning and Zoning Administrator and responded to questions the Council had regarding their activities.

### **CITIZEN COMMENT.**

*None received.*

### **OFFICIALS AND STAFF.**

Mikula commented on the City leaf pick up; also to minimize waste of yard waste bags by deterioration over the winter month, no more bags were ordered this fall; Gustad asked if they were being proactive on water freeze ups.

### **COUNCILMEMBERS.**

Goodspeed asked when alternate parking starts.

Smith stated that Councilmember Zielinski was not present this evening because of the passing of his uncle and his mother's surgery.

Wittlieff congratulated Famous Flynn's on their opening this past week.

Gustad also congratulated Famous Flynn's; asked that business owners in the DDA district bear with us on the liquor license process, we want to get it right.

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**PROCEEDINGS OF THE MANISTEE CITY COUNCIL – November 17, 2015**

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**CONSIDERATION OF A CLOSED SESSION, CITY ATTORNEY OPINION ON TWELFTH STREET.**

City Attorney George Saylor recommends a Closed Session this evening to discuss an Attorney's Opinion regarding Twelfth Street as permitted by Section 8 (h) of the Michigan Open Meetings Act as involving material covered by the attorney-client privilege.

MOTION by Smith, second by Gustad to proceed to Closed Session under Section 8 (h) of the Michigan Open Meetings Act. Time: 8:04 p.m.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Beaton, Goodspeed, Smith, Wittlieff, and Gustad

NAYS: None

MOTION by Wittlieff, second by Goodspeed to return to Regular Session. Time: 8:22 p.m.

With a roll call vote this motion passed unanimously.

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

NAYS: None

**ADJOURN.**

MOTION to adjourn was made by Smith, second by Goodspeed. Meeting adjourned at 8:23 p.m.

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

**CASH TRANSACTIONS REPORT**

DRAFT

MONTH: OCTOBER  
City of Manistee

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2:04 pm

Account Number	Beginning Balance	Debit	Credit	Ending Balance
<b>Fund: 101 - GENERAL FUND</b>				
Dept: 000				
001.000 Cash	2,223,067.76	793,431.91	611,019.98	2,405,479.69
001.002 Cash - Escrow	96,503.34	677,761.00	9,944.70	764,319.64
004.000 Cash - Petty	800.00	0.00	0.00	800.00
017.000 MBIA Mi Class Inv	46,172.12	6.90	0.00	46,179.02
Total Dept: 000	2,366,543.22	1,471,199.81	620,964.68	3,216,778.35
<b>Fund: 101</b>	2,366,543.22	1,471,199.81	620,964.68	3,216,778.35
<b>Fund: 202 - MAJOR STREET FUND</b>				
Dept: 000				
001.000 Cash	228,696.92	147,143.05	127,399.32	248,440.65
Total Dept: 000	228,696.92	147,143.05	127,399.32	248,440.65
<b>Fund: 202</b>	228,696.92	147,143.05	127,399.32	248,440.65
<b>Fund: 203 - LOCAL STREET FUND</b>				
Dept: 000				
001.000 Cash	47,265.40	382,187.86	33,750.93	395,702.33
Total Dept: 000	47,265.40	382,187.86	33,750.93	395,702.33
<b>Fund: 203</b>	47,265.40	382,187.86	33,750.93	395,702.33
<b>Fund: 204 - STREET IMPROVEMENT FUND</b>				
Dept: 000				
001.000 Cash	56,734.66	0.69	20,000.00	36,735.35
Total Dept: 000	56,734.66	0.69	20,000.00	36,735.35
<b>Fund: 204</b>	56,734.66	0.69	20,000.00	36,735.35
<b>Fund: 226 - CITY REFUSE FUND</b>				
Dept: 000				
001.000 Cash	213,060.32	25,737.13	93,054.61	145,742.84
001.030 Cash Mgt Chk	99,024.38	4.21	0.00	99,028.59
Total Dept: 000	312,084.70	25,741.34	93,054.61	244,771.43
<b>Fund: 226</b>	312,084.70	25,741.34	93,054.61	244,771.43
<b>Fund: 243 - BROWNFIELD REDEVELOPMENT AUTHO</b>				
Dept: 000				
001.000 Cash	24,681.42	0.00	2,909.50	21,771.92
Total Dept: 000	24,681.42	0.00	2,909.50	21,771.92
<b>Fund: 243</b>	24,681.42	0.00	2,909.50	21,771.92
<b>Fund: 245 - OIL &amp; GAS FUND</b>				
Dept: 000				
001.000 Cash	409,160.29	109,480.15	457,680.00	60,960.44
001.020 Money Market	307,867.51	0.00	0.00	307,867.51
Total Dept: 000	717,027.80	109,480.15	457,680.00	368,827.95
<b>Fund: 245</b>	717,027.80	109,480.15	457,680.00	368,827.95
<b>Fund: 275 - GRANT MANAGEMENT FUND</b>				
Dept: 000				
001.000 Cash	30,735.81	0.00	16,797.02	13,938.79
Total Dept: 000	30,735.81	0.00	16,797.02	13,938.79
<b>Fund: 275</b>	30,735.81	0.00	16,797.02	13,938.79

**CASH TRANSACTIONS REPORT**

DRAFT

MONTH: OCTOBER  
City of Manistee

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Account Number	Beginning Balance	Debit	Credit	Ending Balance
<b>Fund: 290 - PEG COMMISSION</b>				
Dept: 000				
001.000 Cash	21,327.65	0.17	3,221.56	18,106.26
Total Dept: 000	21,327.65	0.17	3,221.56	18,106.26
<b>Fund: 290</b>	21,327.65	0.17	3,221.56	18,106.26
<b>Fund: 296 - RAMSDELL THEATRE</b>				
Dept: 000				
001.000 Cash	94,320.76	30,164.98	24,520.62	99,965.12
001.002 Cash - Escrow	2,980.00	500.00	500.00	2,980.00
004.000 Cash - Petty	200.00	0.00	0.00	200.00
Total Dept: 000	97,500.76	30,664.98	25,020.62	103,145.12
<b>Fund: 296</b>	97,500.76	30,664.98	25,020.62	103,145.12
<b>Fund: 297 - FRIENDS OF THE RAMSDELL</b>				
Dept: 000				
001.000 Cash	3,584.62	100.04	0.00	3,684.66
Total Dept: 000	3,584.62	100.04	0.00	3,684.66
<b>Fund: 297</b>	3,584.62	100.04	0.00	3,684.66
<b>Fund: 430 - CAPITAL IMPROVEMENT FUND</b>				
Dept: 000				
001.000 Cash	1,894.37	470,809.92	245,180.00	227,524.29
Total Dept: 000	1,894.37	470,809.92	245,180.00	227,524.29
<b>Fund: 430</b>	1,894.37	470,809.92	245,180.00	227,524.29
<b>Fund: 490 - RENAISSANCE PARK</b>				
Dept: 000				
001.000 Cash	1,100.16	5,616.00	1,871.96	4,844.20
Total Dept: 000	1,100.16	5,616.00	1,871.96	4,844.20
<b>Fund: 490</b>	1,100.16	5,616.00	1,871.96	4,844.20
<b>Fund: 508 - BOAT RAMP FUND</b>				
Dept: 000				
001.000 Cash	35,875.52	2,440.22	15,367.58	22,948.16
004.000 Cash - Petty	951.00	0.00	950.00	1.00
Total Dept: 000	36,826.52	2,440.22	16,317.58	22,949.16
<b>Fund: 508</b>	36,826.52	2,440.22	16,317.58	22,949.16
<b>Fund: 573 - WATER &amp; SEWER UTILITY</b>				
Dept: 000				
001.000 Cash	388,965.94	872,453.77	1,097,893.24	163,526.47
001.002 Cash - Escrow	43,300.00	1,800.00	2,200.00	42,900.00
004.000 Cash - Petty	300.00	0.00	0.00	300.00
017.000 MBIA Mi Class Inv	489,514.90	73.42	0.00	489,588.32
017.001 MBIA MI Class - 2015 W&S RvBd	2,726,780.10	409.05	0.00	2,727,189.15
Total Dept: 000	3,648,860.94	874,736.24	1,100,093.24	3,423,503.94
<b>Fund: 573</b>	3,648,860.94	874,736.24	1,100,093.24	3,423,503.94
<b>Fund: 594 - MARINA FUND</b>				
Dept: 000				
001.000 Cash	47,780.75	1,104.88	40,937.76	7,947.87
001.002 Cash - Escrow	400.00	0.00	100.00	300.00

**CASH TRANSACTIONS REPORT**

DRAFT

MONTH: OCTOBER  
City of Manistee

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Account Number	Beginning Balance	Debit	Credit	Ending Balance
Total Dept: 000	48,180.75	1,104.88	41,037.76	8,247.87
<b>Fund: 594</b>	<b>48,180.75</b>	<b>1,104.88</b>	<b>41,037.76</b>	<b>8,247.87</b>
<b>Fund: 661 - MOTOR POOL FUND</b>				
Dept: 000				
001.000 Cash	500,556.05	27,042.59	0.00	527,598.64
Total Dept: 000	500,556.05	27,042.59	0.00	527,598.64
<b>Fund: 661</b>	<b>500,556.05</b>	<b>27,042.59</b>	<b>0.00</b>	<b>527,598.64</b>
<b>Fund: 703 - CURRENT TAX COLLECTION</b>				
Dept: 000				
001.000 Cash	105,780.95	28,661.97	120,923.51	13,519.41
Total Dept: 000	105,780.95	28,661.97	120,923.51	13,519.41
<b>Fund: 703</b>	<b>105,780.95</b>	<b>28,661.97</b>	<b>120,923.51</b>	<b>13,519.41</b>
<b>Fund: 704 - PAYROLL CLEARING FUND</b>				
Dept: 000				
001.000 Cash	64,172.90	669,220.62	706,504.30	26,889.22
001.007 Cash - Federal & State Taxes	6.35	80,553.73	80,553.69	6.39
Total Dept: 000	64,179.25	749,774.35	787,057.99	26,895.61
<b>Fund: 704</b>	<b>64,179.25</b>	<b>749,774.35</b>	<b>787,057.99</b>	<b>26,895.61</b>
<b>Fund: 705 - DELINQUENT TAX COLLECTION</b>				
Dept: 000				
001.000 Cash	1,518.34	144.73	1,518.34	144.73
Total Dept: 000	1,518.34	144.73	1,518.34	144.73
<b>Fund: 705</b>	<b>1,518.34</b>	<b>144.73</b>	<b>1,518.34</b>	<b>144.73</b>
<b>Grand Totals:</b>	<b>8,315,080.29</b>	<b>4,326,848.99</b>	<b>3,714,798.62</b>	<b>8,927,130.66</b>

**REVENUE/EXPENDITURE REPORT  
DRAFT**

City of Manistee

For the Period: 7/1/2015 to 10/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 101 - GENERAL FUND</b>							
Revenues							
Dept: 000							
402.000 Real & Personal Property Tax	2,927,678.00	2,927,678.00	2,946,014.61	50,052.53	0.00	-18,336.61	100.6
411.000 Delinq Real Property Tax	220,080.00	220,080.00	4,598.06	0.00	0.00	215,481.94	2.1
420.000 Delinq Personal Property Tax	16,498.00	16,498.00	3,393.14	352.02	0.00	13,104.86	20.6
445.000 Tax Penalties & Interest	32,592.00	32,592.00	12,520.48	7,861.47	0.00	20,071.52	38.4
447.000 Tax Administration Fee	94,928.00	94,928.00	61,862.32	1,088.75	0.00	33,065.68	65.2
450.000 Business Registration	1,500.00	1,500.00	225.00	0.00	0.00	1,275.00	15.0
485.000 Permits	8,500.00	8,500.00	1,250.00	325.00	0.00	7,250.00	14.7
490.000 Franchise Fees	108,000.00	108,000.00	0.00	-54,391.58	0.00	108,000.00	0.0
539.000 State Grant Revenue	8,500.00	8,500.00	1,086.72	0.00	0.00	7,413.28	12.8
539.002 Crim Just Training Grant	2,300.00	2,300.00	1,235.76	1,235.76	0.00	1,064.24	53.7
574.000 State Share Liquor Tax	8,500.00	8,500.00	8,187.85	563.75	0.00	312.15	96.3
575.000 State Shared Revenue	495,400.00	495,400.00	76,710.00	-1,664.00	0.00	418,690.00	15.5
575.001 State CVTRS	160,500.00	160,500.00	27,556.00	-1.00	0.00	132,944.00	17.2
626.000 Charge for Service	28,000.00	28,000.00	11,029.70	735.00	0.00	16,970.30	39.4
628.000 Charge for Service - Boat Ramp	2,381.00	2,381.00	2,381.00	0.00	0.00	0.00	100.0
629.000 Charge for Serv - Inspections	0.00	0.00	30.00	0.00	0.00	-30.00	0.0
630.000 Charge for Services-Local St.	81,000.00	81,000.00	27,000.00	6,750.00	0.00	54,000.00	33.3
631.000 Charge for Services-Major St.	206,000.00	206,000.00	68,666.68	17,166.67	0.00	137,333.32	33.3
632.000 Charge For Service - Marina	10,573.00	10,573.00	5,286.50	2,643.25	0.00	5,286.50	50.0
634.000 Charge for Services - Refuse	85,814.00	85,814.00	27,907.00	10,953.50	0.00	57,907.00	32.5
635.000 Charge for Service - W&S	320,496.00	320,496.00	106,832.00	26,708.00	0.00	213,664.00	33.3
636.000 Charge for Service-Transport	235,000.00	235,000.00	86,274.87	17,988.76	0.00	148,725.13	36.7
639.000 Utility Service Fee	170,931.00	170,931.00	56,977.00	-23,480.57	0.00	113,954.00	33.3
640.000 Payment in Lieu of Taxes	162,446.00	162,446.00	147,049.69	22,000.00	0.00	15,396.31	90.5
642.000 Sales	6,000.00	6,000.00	717.01	334.16	0.00	5,282.99	12.0
655.000 Fines & Forfeits	33,000.00	33,000.00	6,917.42	1,913.56	0.00	26,082.58	21.0
664.000 Interest Income	1,000.00	1,000.00	71.82	27.20	0.00	928.18	7.2
667.000 Rental Income	4,850.00	4,850.00	312.50	0.00	0.00	4,537.50	6.4
668.000 Riverfront Lease Income	21,470.00	21,470.00	0.00	0.00	0.00	21,470.00	0.0
671.000 Other Revenue	500.00	500.00	1,596.00	0.00	0.00	-1,096.00	319.2
674.000 Contributions/Donations	1,000.00	1,000.00	50.00	0.00	0.00	950.00	5.0
676.000 Reimbursement	164,150.00	164,150.00	142,821.32	7,340.63	0.00	21,328.68	87.0
687.000 Refunds	18,000.00	18,000.00	1,556.10	0.00	0.00	16,443.90	8.6
688.000 Refunds - W.C. Premium	2,000.00	2,000.00	20,162.00	20,162.00	0.00	-18,162.00	1008.1
695.000 Insurance Settlement	0.00	0.00	5,767.70	0.00	0.00	-5,767.70	0.0
699.000 Transfers In	429,035.00	429,035.00	331,242.50	0.00	0.00	97,792.50	77.2
<b>Dept: 000</b>	<b>6,068,622.00</b>	<b>6,068,622.00</b>	<b>4,195,288.75</b>	<b>116,664.86</b>	<b>0.00</b>	<b>1,873,333.25</b>	<b>69.1</b>
Revenues	6,068,622.00	6,068,622.00	4,195,288.75	116,664.86	0.00	1,873,333.25	69.1
Expenditures							
Dept: 100 GENERAL							
728.000 SUPPLIES - Operating	1,000.00	1,000.00	44.59	0.00	0.00	955.41	4.5
801.000 Professional Services	41,400.00	41,400.00	15,446.66	0.00	0.00	25,953.34	37.3
822.000 Insurance	81,000.00	81,000.00	85,677.58	0.00	0.00	-4,677.58	105.8
855.000 Utilities - Cell Phones	16,500.00	16,500.00	11,391.32	583.27	0.00	5,108.68	69.0
859.000 Utilities - Data/Internet	2,000.00	2,000.00	643.39	161.50	0.00	1,356.61	32.2
901.000 Postage	26,000.00	26,000.00	9,045.10	2,260.91	0.00	16,954.90	34.8
925.001 Electric - Street Lights	110,000.00	110,000.00	28,549.86	416.22	0.00	81,450.14	26.0
940.000 Rent	1,800.00	1,800.00	976.30	0.00	0.00	823.70	54.2
959.000 Bad Debt	500.00	500.00	0.00	0.00	0.00	500.00	0.0
960.000 Bank Charges	8,000.00	8,000.00	1,685.50	750.00	0.00	6,314.50	21.1
964.000 Refunds	1,000.00	1,000.00	6,291.03	0.00	0.00	-5,291.03	629.1
989.000 Computer Hardware & Software	10,000.00	10,000.00	1,975.00	0.00	0.00	8,025.00	19.8
992.002 Renaissance Park - Principal	5,616.00	5,616.00	0.00	0.00	0.00	5,616.00	0.0
992.006 2010 DDA Refunding - Principal	120,000.00	120,000.00	120,000.00	0.00	0.00	0.00	100.0
992.007 2010 Cap Imp Principal	230,000.00	230,000.00	230,000.00	0.00	0.00	0.00	100.0
992.008 2013 CI Refunding - Principal	165,000.00	165,000.00	165,000.00	0.00	0.00	0.00	100.0
997.006 2010 DDA Refunding - Interest	19,750.00	19,750.00	10,775.00	0.00	0.00	8,975.00	54.6
997.007 2010 Cap Imp Interest	199,035.00	199,035.00	101,242.50	0.00	0.00	97,792.50	50.9

**REVENUE/EXPENDITURE REPORT  
DRAFT**

City of Manistee

For the Period: 7/1/2015 to 10/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 101 - GENERAL FUND</b>							
Expenditures							
Dept: 100 GENERAL							
997.008 2013 CI Refunding - Interest	40,550.00	40,550.00	21,100.00	0.00	0.00	19,450.00	52.0
999.000 Transfers Out	160,000.00	160,000.00	177,718.00	98,116.00	0.00	-17,718.00	111.1
<b>GENERAL</b>	<b>1,239,151.00</b>	<b>1,239,151.00</b>	<b>987,561.83</b>	<b>102,287.90</b>	<b>0.00</b>	<b>251,589.17</b>	<b>79.7</b>
Dept: 101 LEGISLATIVE							
702.000 Salaries	27,052.00	27,052.00	9,017.40	2,254.35	0.00	18,034.60	33.3
712.001 Costs - Social Security	1,677.00	1,677.00	559.00	139.75	0.00	1,118.00	33.3
712.002 Costs - Medicare	392.00	392.00	130.84	32.71	0.00	261.16	33.4
712.009 Costs - Workers Compensation	80.00	80.00	25.68	5.18	0.00	54.32	32.1
728.000 SUPPLIES - Operating	6,600.00	6,600.00	9,747.56	1,873.02	0.00	-3,147.56	147.7
860.000 Travel & Training	6,500.00	6,500.00	1,296.80	0.00	0.00	5,203.20	20.0
<b>LEGISLATIVE</b>	<b>42,301.00</b>	<b>42,301.00</b>	<b>20,777.28</b>	<b>4,305.01</b>	<b>0.00</b>	<b>21,523.72</b>	<b>49.1</b>
Dept: 172 MANAGER							
702.000 Salaries	142,625.00	142,625.00	40,345.08	6,846.63	0.00	102,279.92	28.3
708.000 Holiday/Vacation/Sick Sellback	0.00	0.00	705.57	0.00	0.00	-705.57	0.0
712.001 Costs - Social Security	9,649.00	9,649.00	3,013.29	699.11	0.00	6,635.71	31.2
712.002 Costs - Medicare	2,257.00	2,257.00	704.73	163.51	0.00	1,552.27	31.2
712.004 Costs - ICMA Contribution	0.00	0.00	3,529.30	600.94	0.00	-3,529.30	0.0
712.005 Costs - MERS Contribution	13,007.00	13,007.00	1,533.25	532.53	0.00	11,473.75	11.8
712.007 Costs - SUTA	274.00	274.00	0.00	0.00	0.00	274.00	0.0
712.009 Costs - Workers Compensation	613.00	613.00	229.17	44.98	0.00	383.83	37.4
712.010 Costs - Blue Cross Insurance	21,589.00	21,589.00	3,985.12	796.90	0.00	17,603.88	18.5
712.011 Costs - Life Insurance	635.00	635.00	278.80	55.76	0.00	356.20	43.9
712.013 Costs - HSA Contribution	6,000.00	6,000.00	3,000.00	0.00	0.00	3,000.00	50.0
712.014 Costs - Dental Insurance	1,619.00	1,619.00	291.15	58.23	0.00	1,327.85	18.0
712.015 Costs - Vision / Ancillary	708.00	708.00	147.50	29.50	0.00	560.50	20.8
728.000 SUPPLIES - Operating	2,650.00	2,650.00	264.96	32.47	0.00	2,385.04	10.0
735.000 Periodicals & Publications	150.00	150.00	0.00	0.00	0.00	150.00	0.0
801.000 Professional Services	500.00	500.00	0.00	0.00	0.00	500.00	0.0
831.000 Contractual Repairs & Maint.	1,130.00	1,130.00	322.90	83.11	0.00	807.10	28.6
860.000 Travel & Training	3,350.00	3,350.00	672.92	0.00	0.00	2,677.08	20.1
870.000 Memberships & Dues	1,294.00	1,294.00	0.00	0.00	0.00	1,294.00	0.0
957.000 Motor Pool	9,270.00	9,270.00	3,090.00	772.50	0.00	6,180.00	33.3
985.000 Lease Purchase	2,220.00	2,220.00	742.57	187.72	0.00	1,477.43	33.4
<b>MANAGER</b>	<b>219,540.00</b>	<b>219,540.00</b>	<b>62,856.31</b>	<b>10,903.89</b>	<b>0.00</b>	<b>156,683.69</b>	<b>28.6</b>
Dept: 215 CLERK							
702.000 Salaries	117,047.00	117,047.00	37,709.80	10,701.62	0.00	79,337.20	32.2
704.000 Overtime	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
706.000 Part-Time	11,200.00	11,200.00	1,133.25	0.00	0.00	10,066.75	10.1
712.001 Costs - Social Security	8,712.00	8,712.00	2,666.81	901.32	0.00	6,045.19	30.6
712.002 Costs - Medicare	2,037.00	2,037.00	623.74	210.80	0.00	1,413.26	30.6
712.005 Costs - MERS Contribution	10,766.00	10,766.00	3,694.68	1,231.56	0.00	7,071.32	34.3
712.007 Costs - SUTA	274.00	274.00	0.00	0.00	0.00	274.00	0.0
712.009 Costs - Workers Compensation	556.00	556.00	211.28	58.09	0.00	344.72	38.0
712.010 Costs - Blue Cross Insurance	9,548.00	9,548.00	3,985.12	796.90	0.00	5,562.88	41.7
712.011 Costs - Life Insurance	522.00	522.00	214.21	45.37	0.00	307.79	41.0
712.013 Costs - HSA Contribution	3,000.00	3,000.00	3,000.00	0.00	0.00	0.00	100.0
712.014 Costs - Dental Insurance	720.00	720.00	291.15	58.23	0.00	428.85	40.4
712.015 Costs - Vision / Ancillary	354.00	354.00	147.50	29.50	0.00	206.50	41.7
728.000 SUPPLIES - Operating	3,000.00	3,000.00	1,407.32	378.70	0.00	1,592.68	46.9
735.000 Periodicals & Publications	155.00	155.00	0.00	0.00	0.00	155.00	0.0
740.000 Election Expense	7,805.00	7,805.00	-1,234.70	-957.20	0.00	9,039.70	-15.8
801.000 Professional Services	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
831.000 Contractual Repairs & Maint.	7,700.00	7,700.00	5,791.48	61.09	0.00	1,908.52	75.2
860.000 Travel & Training	6,000.00	6,000.00	568.45	288.45	0.00	5,431.55	9.5
870.000 Memberships & Dues	570.00	570.00	100.00	100.00	0.00	470.00	17.5
900.000 Printing & Publishing	5,110.00	5,110.00	646.27	26.00	0.00	4,463.73	12.6
985.000 Lease Purchase	3,000.00	3,000.00	745.56	0.00	0.00	2,254.44	24.9

**REVENUE/EXPENDITURE REPORT  
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City of Manistee

For the Period: 7/1/2015 to 10/31/2015

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 101 - GENERAL FUND</b>							
<b>Expenditures</b>							
CLERK	201,576.00	201,576.00	61,701.92	13,930.43	0.00	139,874.08	30.6
Dept: 253 FINANCE / TREASURER							
702.000 Salaries	149,360.00	149,360.00	40,812.24	12,106.67	0.00	108,547.76	27.3
704.000 Overtime	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
712.001 Costs - Social Security	9,715.00	9,715.00	2,893.71	997.18	0.00	6,821.29	29.8
712.002 Costs - Medicare	2,272.00	2,272.00	676.79	233.22	0.00	1,595.21	29.8
712.005 Costs - MERS Contribution	13,133.00	13,133.00	3,926.97	1,308.99	0.00	9,206.03	29.9
712.007 Costs - SUTA	376.00	376.00	9.56	9.56	0.00	366.44	2.5
712.009 Costs - Workers Compensation	619.00	619.00	227.42	64.58	0.00	391.58	36.7
712.010 Costs - Blue Cross Insurance	21,035.00	21,035.00	5,022.67	1,004.41	0.00	16,012.33	23.9
712.011 Costs - Life Insurance	654.00	654.00	233.11	49.15	0.00	420.89	35.6
712.013 Costs - HSA Contribution	5,250.00	5,250.00	3,000.00	0.00	0.00	2,250.00	57.1
712.014 Costs - Dental Insurance	1,574.00	1,574.00	363.90	72.78	0.00	1,210.10	23.1
712.015 Costs - Vision / Ancillary	620.00	620.00	147.50	29.50	0.00	472.50	23.8
728.000 SUPPLIES - Operating	3,900.00	3,900.00	4,518.22	734.49	0.00	-618.22	115.9
735.000 Periodicals & Publications	790.00	790.00	0.00	0.00	0.00	790.00	0.0
801.000 Professional Services	24,600.00	24,600.00	9,000.00	0.00	0.00	15,600.00	36.6
831.000 Contractual Repairs & Maint.	8,720.00	8,720.00	7,085.51	0.00	0.00	1,634.49	81.3
860.000 Travel & Training	4,500.00	4,500.00	1,372.97	135.92	0.00	3,127.03	30.5
870.000 Memberships & Dues	605.00	605.00	260.00	0.00	0.00	345.00	43.0
900.000 Printing & Publishing	650.00	650.00	507.82	40.50	0.00	142.18	78.1
970.000 Capital Outlay - under \$5,000	800.00	800.00	0.00	0.00	0.00	800.00	0.0
985.000 Lease Purchase	1,740.00	1,740.00	575.52	143.88	0.00	1,164.48	33.1
<b>FINANCE / TREASURER</b>	<b>251,913.00</b>	<b>251,913.00</b>	<b>80,633.91</b>	<b>16,930.83</b>	<b>0.00</b>	<b>171,279.09</b>	<b>32.0</b>
Dept: 257 ASSESSOR							
702.000 Salaries	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
706.000 Part-Time	0.00	0.00	905.25	-159.38	0.00	-905.25	0.0
712.001 Costs - Social Security	2,706.00	2,706.00	73.12	7.11	0.00	2,632.88	2.7
712.002 Costs - Medicare	633.00	633.00	17.09	1.66	0.00	615.91	2.7
712.005 Costs - MERS Contribution	3,648.00	3,648.00	0.00	0.00	0.00	3,648.00	0.0
712.007 Costs - SUTA	137.00	137.00	16.98	1.65	0.00	120.02	12.4
712.009 Costs - Workers Compensation	408.00	408.00	7.94	0.49	0.00	400.06	1.9
712.010 Costs - Blue Cross Insurance	12,041.00	12,041.00	0.00	0.00	0.00	12,041.00	0.0
712.011 Costs - Life Insurance	227.00	227.00	0.00	0.00	0.00	227.00	0.0
712.013 Costs - HSA Contribution	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
712.014 Costs - Dental Insurance	900.00	900.00	121.30	24.26	0.00	778.70	13.5
712.015 Costs - Vision / Ancillary	354.00	354.00	147.50	29.50	0.00	206.50	41.7
728.000 SUPPLIES - Operating	2,000.00	2,000.00	103.99	49.00	0.00	1,896.01	5.2
735.000 Periodicals & Publications	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
801.000 Professional Services	7,000.00	7,000.00	23,873.32	6,373.33	0.00	-16,873.32	341.0
831.000 Contractual Repairs & Maint.	2,475.00	2,475.00	2,532.34	0.00	0.00	-57.34	102.3
860.000 Travel & Training	1,600.00	1,600.00	0.00	0.00	0.00	1,600.00	0.0
870.000 Memberships & Dues	610.00	610.00	0.00	0.00	0.00	610.00	0.0
874.000 Retire. Costs - Blue Cross	4,500.00	4,500.00	2,007.77	401.24	0.00	2,492.23	44.6
<b>ASSESSOR</b>	<b>83,239.00</b>	<b>83,239.00</b>	<b>29,806.60</b>	<b>6,728.86</b>	<b>0.00</b>	<b>53,432.40</b>	<b>35.8</b>
Dept: 265 MUNICIPAL BUILDINGS							
728.000 SUPPLIES - Operating	7,500.00	7,500.00	1,397.17	534.35	0.00	6,102.83	18.6
801.000 Professional Services	2,500.00	2,500.00	325.00	0.00	0.00	2,175.00	13.0
831.000 Contractual Repairs & Maint.	12,000.00	12,000.00	11,265.25	503.75	0.00	734.75	93.9
850.000 Phone	12,000.00	12,000.00	6,701.03	1,672.90	0.00	5,298.97	55.8
920.000 Gas	6,000.00	6,000.00	496.24	141.37	0.00	5,503.76	8.3
920.336 Gas - Fire Dept	4,000.00	4,000.00	187.98	46.48	0.00	3,812.02	4.7
920.441 Gas - DPW	22,000.00	22,000.00	246.33	120.31	0.00	21,753.67	1.1
920.446 Gas - Bridge	1,300.00	1,300.00	149.94	40.76	0.00	1,150.06	11.5
922.000 Water	3,000.00	3,000.00	579.33	147.33	0.00	2,420.67	19.3
922.336 Water - Fire	1,200.00	1,200.00	466.44	106.62	0.00	733.56	38.9
922.441 Water - DPW	3,000.00	3,000.00	874.74	61.35	0.00	2,125.26	29.2
922.446 Water - Bridge	1,100.00	1,100.00	315.33	81.33	0.00	784.67	28.7

**REVENUE/EXPENDITURE REPORT  
DRAFT**

City of Manistee

For the Period: 7/1/2015 to 10/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 101 - GENERAL FUND</b>							
Expenditures							
Dept: 265 MUNICIPAL BUILDINGS							
925.000 Electric	21,500.00	21,500.00	8,946.44	1,878.52	0.00	12,553.56	41.6
925.336 Electric - Fire	5,000.00	5,000.00	1,771.38	356.06	0.00	3,228.62	35.4
925.441 Electric - DPW	13,500.00	13,500.00	3,345.11	898.66	0.00	10,154.89	24.8
925.446 Electric - Bridge	4,800.00	4,800.00	667.08	177.77	0.00	4,132.92	13.9
930.000 Repairs & Maintenance	8,500.00	8,500.00	7,595.00	1,547.97	0.00	905.00	89.4
970.000 Capital Outlay - under \$5,000	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
<b>MUNICIPAL BUILDINGS</b>	<b>131,900.00</b>	<b>131,900.00</b>	<b>45,329.79</b>	<b>8,315.53</b>	<b>0.00</b>	<b>86,570.21</b>	<b>34.4</b>
Dept: 266 ATTORNEY							
802.000 Professional Services - GWSH	50,000.00	50,000.00	18,808.49	4,050.00	0.00	31,191.51	37.6
803.000 Prof Serv - Atty (tax/labor)	30,000.00	30,000.00	19,698.71	5,499.66	0.00	10,301.29	65.7
<b>ATTORNEY</b>	<b>80,000.00</b>	<b>80,000.00</b>	<b>38,507.20</b>	<b>9,549.66</b>	<b>0.00</b>	<b>41,492.80</b>	<b>48.1</b>
Dept: 285 CITY ENGINEER							
801.000 Professional Services	12,000.00	12,000.00	3,000.00	0.00	0.00	9,000.00	25.0
<b>CITY ENGINEER</b>	<b>12,000.00</b>	<b>12,000.00</b>	<b>3,000.00</b>	<b>0.00</b>	<b>0.00</b>	<b>9,000.00</b>	<b>25.0</b>
Dept: 290 BOARDS & COMMISSIONS							
712.001 Costs - Social Security	100.00	100.00	9.92	0.00	0.00	90.08	9.9
712.002 Costs - Medicare	25.00	25.00	2.33	0.00	0.00	22.67	9.3
712.009 Costs - Workers Compensation	5.00	5.00	0.70	0.00	0.00	4.30	14.0
881.000 Board of Review	2,600.00	2,600.00	195.34	0.00	0.00	2,404.66	7.5
883.000 Harbor Commission	250.00	250.00	0.00	0.00	0.00	250.00	0.0
884.000 Historic District Commission	750.00	750.00	0.00	0.00	0.00	750.00	0.0
885.000 Non-Motorized Transportation	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
886.000 Parks Commission	850.00	850.00	179.00	84.00	0.00	671.00	21.1
887.000 Planning Commission	6,000.00	6,000.00	224.00	0.00	0.00	5,776.00	3.7
888.000 Tree Commission	350.00	350.00	161.64	0.00	0.00	188.36	46.2
889.000 Zoning Board of Appeals	1,300.00	1,300.00	94.00	0.00	0.00	1,206.00	7.2
<b>BOARDS &amp; COMMISSIONS</b>	<b>13,230.00</b>	<b>13,230.00</b>	<b>866.93</b>	<b>84.00</b>	<b>0.00</b>	<b>12,363.07</b>	<b>6.6</b>
Dept: 301 POLICE							
702.000 Salaries	626,625.00	626,625.00	196,456.10	57,356.06	0.00	430,168.90	31.4
704.000 Overtime	16,500.00	16,500.00	12,780.66	2,458.09	0.00	3,719.34	77.5
706.000 Part-Time	14,196.00	14,196.00	5,558.38	1,530.38	0.00	8,637.62	39.2
708.000 Holiday/Vacation/Sick Sellback	15,000.00	15,000.00	2,092.32	581.20	0.00	12,907.68	13.9
712.001 Costs - Social Security	1,444.00	1,444.00	373.41	123.65	0.00	1,070.59	25.9
712.002 Costs - Medicare	11,132.00	11,132.00	3,650.41	1,184.40	0.00	7,481.59	32.8
712.005 Costs - MERS Contribution	71,270.00	71,270.00	23,790.45	6,172.15	0.00	47,479.55	33.4
712.006 Costs - In Lieu of BC/BS	15,034.00	15,034.00	6,031.98	1,220.50	0.00	9,002.02	40.1
712.007 Costs - SUTA	2,131.00	2,131.00	116.05	52.84	0.00	2,014.95	5.4
712.009 Costs - Workers Compensation	16,404.00	16,404.00	6,845.70	1,877.98	0.00	9,558.30	41.7
712.010 Costs - Blue Cross Insurance	106,278.00	106,278.00	39,276.88	8,187.90	0.00	67,001.12	37.0
712.011 Costs - Life Insurance	2,845.00	2,845.00	1,196.54	248.38	0.00	1,648.46	42.1
712.013 Costs - HSA Contribution	27,000.00	27,000.00	25,160.33	0.00	0.00	1,839.67	93.2
712.014 Costs - Dental Insurance	7,946.00	7,946.00	2,899.07	594.37	0.00	5,046.93	36.5
712.015 Costs - Vision / Ancillary	3,363.00	3,363.00	1,401.26	280.25	0.00	1,961.74	41.7
715.000 Uniform & Cleaning Allowance	14,650.00	14,650.00	3,092.44	329.74	0.00	11,557.56	21.1
728.000 SUPPLIES - Operating	12,500.00	12,500.00	3,014.82	543.90	0.00	9,485.18	24.1
735.000 Periodicals & Publications	200.00	200.00	0.00	0.00	0.00	200.00	0.0
770.000 Vehicle Gas	17,000.00	17,000.00	5,541.34	1,132.49	0.00	11,458.66	32.6
801.000 Professional Services	5,600.00	5,600.00	360.00	0.00	0.00	5,240.00	6.4
831.000 Contractual Repairs & Maint.	8,155.00	8,155.00	5,282.19	47.96	0.00	2,872.81	64.8
860.000 Travel & Training	7,100.00	7,100.00	2,432.47	202.00	0.00	4,667.53	34.3
865.000 Vehicle Allowance	4,800.00	4,800.00	1,600.00	400.00	0.00	3,200.00	33.3
870.000 Memberships & Dues	500.00	500.00	0.00	0.00	0.00	500.00	0.0
874.000 Retire. Costs - Blue Cross	0.00	0.00	1,500.00	250.00	0.00	-1,500.00	0.0
900.000 Printing & Publishing	1,100.00	1,100.00	183.32	0.00	0.00	916.68	16.7
930.000 Repairs & Maintenance	11,000.00	11,000.00	9,296.76	6,033.97	0.00	1,703.24	84.5
957.000 Motor Pool	31,930.00	31,930.00	10,643.32	2,660.83	0.00	21,286.68	33.3

**REVENUE/EXPENDITURE REPORT  
DRAFT**

City of Manistee

For the Period: 7/1/2015 to 10/31/2015

	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 101 - GENERAL FUND</b>							
Expenditures							
Dept: 301 POLICE							
970.000 Capital Outlay - under \$5,000	0.00	0.00	1,698.00	0.00	0.00	-1,698.00	0.0
985.000 Lease Purchase	1,800.00	1,800.00	471.92	117.98	0.00	1,328.08	26.2
<b>POLICE</b>	<b>1,053,503.00</b>	<b>1,053,503.00</b>	<b>372,746.12</b>	<b>93,587.02</b>	<b>0.00</b>	<b>680,756.88</b>	<b>35.4</b>
Dept: 336 FIRE							
702.000 Salaries	445,256.00	445,256.00	143,396.16	40,633.01	0.00	301,859.84	32.2
704.000 Overtime	30,000.00	30,000.00	9,338.12	3,157.87	0.00	20,661.88	31.1
706.000 Part-Time	5,000.00	5,000.00	1,747.50	982.50	0.00	3,252.50	35.0
708.000 Holiday/Vacation/Sick Sellback	27,000.00	27,000.00	0.00	0.00	0.00	27,000.00	0.0
712.001 Costs - Social Security	310.00	310.00	119.51	72.08	0.00	190.49	38.6
712.002 Costs - Medicare	8,076.00	8,076.00	2,545.67	827.89	0.00	5,530.33	31.5
712.005 Costs - MERS Contribution	100,443.00	100,443.00	33,737.57	11,137.14	0.00	66,705.43	33.6
712.006 Costs - In Lieu of BC/BS	5,011.00	5,011.00	0.00	0.00	0.00	5,011.00	0.0
712.007 Costs - SUTA	1,608.00	1,608.00	27.75	16.73	0.00	1,580.25	1.7
712.009 Costs - Workers Compensation	17,825.00	17,825.00	7,583.73	2,034.50	0.00	10,241.27	42.5
712.010 Costs - Blue Cross Insurance	82,195.00	82,195.00	39,301.11	7,860.48	0.00	42,893.89	47.8
712.011 Costs - Life Insurance	1,938.00	1,938.00	856.34	172.78	0.00	1,081.66	44.2
712.013 Costs - HSA Contribution	21,000.00	21,000.00	23,839.67	0.00	0.00	-2,839.67	113.5
712.014 Costs - Dental Insurance	6,147.00	6,147.00	2,850.55	570.11	0.00	3,296.45	46.4
712.015 Costs - Vision / Ancillary	2,655.00	2,655.00	1,224.24	250.75	0.00	1,430.76	46.1
715.000 Uniform & Cleaning Allowance	6,000.00	6,000.00	1,791.69	168.00	0.00	4,208.31	29.9
716.000 Food Allowance	6,240.00	6,240.00	6,066.66	0.00	0.00	173.34	97.2
728.000 SUPPLIES - Operating	7,700.00	7,700.00	1,365.18	-207.55	0.00	6,334.82	17.7
732.000 SUPPLIES - Medical	16,000.00	16,000.00	9,497.43	3,386.82	0.00	6,502.57	59.4
735.000 Periodicals & Publications	350.00	350.00	0.00	0.00	0.00	350.00	0.0
770.000 Vehicle Gas	8,600.00	8,600.00	2,336.89	664.70	0.00	6,263.11	27.2
790.000 Fire Prevention	2,200.00	2,200.00	1,860.00	0.00	0.00	340.00	84.5
801.000 Professional Services	18,800.00	18,800.00	6,625.34	1,806.89	0.00	12,174.66	35.2
831.000 Contractual Repairs & Maint.	4,300.00	4,300.00	2,253.30	33.02	0.00	2,046.70	52.4
860.000 Travel & Training	8,300.00	8,300.00	3,877.68	0.00	0.00	4,422.32	46.7
870.000 Memberships & Dues	400.00	400.00	0.00	0.00	0.00	400.00	0.0
873.000 Education	13,000.00	13,000.00	0.00	0.00	0.00	13,000.00	0.0
874.000 Retire. Costs - Blue Cross	15,000.00	15,000.00	6,250.00	1,250.00	0.00	8,750.00	41.7
900.000 Printing & Publishing	500.00	500.00	0.00	0.00	0.00	500.00	0.0
930.000 Repairs & Maintenance	12,100.00	12,100.00	7,827.61	1,904.42	0.00	4,272.39	64.7
942.000 Hydrant Rental	21,600.00	21,600.00	10,800.00	5,400.00	0.00	10,800.00	50.0
956.000 Mutual Aid	200.00	200.00	0.00	0.00	0.00	200.00	0.0
957.000 Motor Pool	63,860.00	63,860.00	21,286.68	5,321.67	0.00	42,573.32	33.3
970.000 Capital Outlay - under \$5,000	7,200.00	7,200.00	2,990.00	0.00	0.00	4,210.00	41.5
985.000 Lease Purchase	600.00	600.00	157.28	39.32	0.00	442.72	26.2
<b>FIRE</b>	<b>967,414.00</b>	<b>967,414.00</b>	<b>351,553.66</b>	<b>87,483.13</b>	<b>0.00</b>	<b>615,860.34</b>	<b>36.3</b>
Dept: 441 PUBLIC WORKS							
702.000 Salaries	563,034.00	563,034.00	168,019.18	43,572.27	0.00	395,014.82	29.8
704.000 Overtime	27,000.00	27,000.00	11,806.06	3,381.71	0.00	15,193.94	43.7
706.000 Part-Time	29,120.00	29,120.00	17,950.00	5,070.00	0.00	11,170.00	61.6
708.000 Holiday/Vacation/Sick Sellback	9,000.00	9,000.00	1,283.75	0.00	0.00	7,716.25	14.3
712.001 Costs - Social Security	40,169.00	40,169.00	13,035.59	4,202.07	0.00	27,133.41	32.5
712.002 Costs - Medicare	9,394.00	9,394.00	3,048.69	982.75	0.00	6,345.31	32.5
712.004 Costs - ICMA Contribution	2,922.00	2,922.00	951.92	317.16	0.00	1,970.08	32.6
712.005 Costs - MERS Contribution	10,994.00	10,994.00	2,534.22	844.74	0.00	8,459.78	23.1
712.006 Costs - In Lieu of BC/BS	5,011.00	5,011.00	2,046.50	409.30	0.00	2,964.50	40.8
712.007 Costs - SUTA	2,198.00	2,198.00	265.52	80.04	0.00	1,932.48	12.1
712.009 Costs - Workers Compensation	37,578.00	37,578.00	16,201.13	4,341.92	0.00	21,376.87	43.1
712.010 Costs - Blue Cross Insurance	103,520.00	103,520.00	38,836.51	7,925.49	0.00	64,683.49	37.5
712.011 Costs - Life Insurance	2,270.00	2,270.00	844.21	173.89	0.00	1,425.79	37.2
712.013 Costs - HSA Contribution	28,500.00	28,500.00	22,500.00	0.00	0.00	6,000.00	78.9
712.014 Costs - Dental Insurance	7,766.00	7,766.00	2,828.77	577.40	0.00	4,937.23	36.4
712.015 Costs - Vision / Ancillary	4,071.00	4,071.00	1,593.00	324.50	0.00	2,478.00	39.1
715.000 Uniform & Cleaning Allowance	7,303.00	7,303.00	1,733.28	247.78	0.00	5,569.72	23.7
728.000 SUPPLIES - Operating	13,500.00	13,500.00	3,851.89	587.51	0.00	9,648.11	28.5

**REVENUE/EXPENDITURE REPORT  
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City of Manistee

For the Period: 7/1/2015 to 10/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 101 - GENERAL FUND</b>							
Expenditures							
Dept: 441 PUBLIC WORKS							
735.000 Periodicals & Publications	250.00	250.00	0.00	0.00	0.00	250.00	0.0
770.000 Vehicle Gas	72,750.00	72,750.00	11,520.72	2,273.27	0.00	61,229.28	15.8
801.000 Professional Services	3,560.00	3,560.00	0.00	0.00	0.00	3,560.00	0.0
831.000 Contractual Repairs & Maint.	10,450.00	10,450.00	6,242.68	0.00	0.00	4,207.32	59.7
860.000 Travel & Training	5,450.00	5,450.00	1,172.50	125.00	0.00	4,277.50	21.5
870.000 Memberships & Dues	400.00	400.00	0.00	0.00	0.00	400.00	0.0
874.000 Retire. Costs - Blue Cross	0.00	0.00	1,250.00	250.00	0.00	-1,250.00	0.0
900.000 Printing & Publishing	500.00	500.00	181.60	0.00	0.00	318.40	36.3
930.000 Repairs & Maintenance	78,000.00	78,000.00	16,162.64	463.43	0.00	61,837.36	20.7
955.000 Christmas Decorations	9,300.00	9,300.00	0.00	0.00	0.00	9,300.00	0.0
957.000 Motor Pool	74,160.00	74,160.00	24,720.00	6,180.00	0.00	49,440.00	33.3
985.000 Lease Purchase	1,560.00	1,560.00	505.49	125.90	0.00	1,054.51	32.4
<b>PUBLIC WORKS</b>	<b>1,159,730.00</b>	<b>1,159,730.00</b>	<b>371,085.85</b>	<b>82,456.13</b>	<b>0.00</b>	<b>788,644.15</b>	<b>32.0</b>
Dept: 748 COMMUNITY DEVELOPMENT OFFICE							
702.000 Salaries	91,688.00	91,688.00	32,143.14	9,099.66	0.00	59,544.86	35.1
704.000 Overtime	250.00	250.00	0.00	0.00	0.00	250.00	0.0
712.001 Costs - Social Security	6,263.00	6,263.00	2,214.92	744.79	0.00	4,048.08	35.4
712.002 Costs - Medicare	1,465.00	1,465.00	517.96	174.17	0.00	947.04	35.4
712.005 Costs - MERS Contribution	6,677.00	6,677.00	3,225.39	1,069.05	0.00	3,451.61	48.3
712.007 Costs - SUTA	274.00	274.00	0.00	0.00	0.00	274.00	0.0
712.009 Costs - Workers Compensation	238.00	238.00	957.80	264.09	0.00	-719.80	402.4
712.010 Costs - Blue Cross Insurance	21,589.00	21,589.00	9,007.79	1,801.31	0.00	12,581.21	41.7
712.011 Costs - Life Insurance	227.00	227.00	94.50	18.90	0.00	132.50	41.6
712.013 Costs - HSA Contribution	6,000.00	6,000.00	6,000.00	0.00	0.00	0.00	100.0
712.014 Costs - Dental Insurance	1,619.00	1,619.00	655.05	131.01	0.00	963.95	40.5
712.015 Costs - Vision / Ancillary	708.00	708.00	295.00	59.00	0.00	413.00	41.7
728.000 SUPPLIES - Operating	3,650.00	3,650.00	224.19	-100.00	0.00	3,425.81	6.1
735.000 Periodicals & Publications	250.00	250.00	32.00	0.00	0.00	218.00	12.8
831.000 Contractual Repairs & Maint.	2,400.00	2,400.00	1,289.73	25.22	0.00	1,110.27	53.7
860.000 Travel & Training	2,300.00	2,300.00	790.93	349.93	0.00	1,509.07	34.4
865.000 Vehicle Allowance	2,400.00	2,400.00	800.00	200.00	0.00	1,600.00	33.3
870.000 Memberships & Dues	400.00	400.00	0.00	0.00	0.00	400.00	0.0
900.000 Printing & Publishing	200.00	200.00	0.00	0.00	0.00	200.00	0.0
<b>COMMUNITY DEVELOPMENT OFFICE</b>	<b>148,598.00</b>	<b>148,598.00</b>	<b>58,248.40</b>	<b>13,837.13</b>	<b>0.00</b>	<b>90,349.60</b>	<b>39.2</b>
Dept: 751 PARKS & RECREATION							
702.000 Salaries	86,611.00	86,611.00	27,286.15	7,148.94	0.00	59,324.85	31.5
704.000 Overtime	7,960.00	7,960.00	9,258.76	1,603.32	0.00	-1,298.76	116.3
706.000 Part-Time	47,190.00	47,190.00	30,683.45	3,286.00	0.00	16,506.55	65.0
708.000 Holiday/Vacation/Sick Sellback	500.00	500.00	0.00	0.00	0.00	500.00	0.0
712.001 Costs - Social Security	8,820.00	8,820.00	4,446.88	1,104.75	0.00	4,373.12	50.4
712.002 Costs - Medicare	2,063.00	2,063.00	1,040.07	258.40	0.00	1,022.93	50.4
712.007 Costs - SUTA	1,907.00	1,907.00	489.77	95.24	0.00	1,417.23	25.7
712.009 Costs - Workers Compensation	3,998.00	3,998.00	2,490.62	498.32	0.00	1,507.38	62.3
712.010 Costs - Blue Cross Insurance	19,096.00	19,096.00	7,970.24	1,593.80	0.00	11,125.76	41.7
712.011 Costs - Life Insurance	302.00	302.00	126.00	25.20	0.00	176.00	41.7
712.013 Costs - HSA Contribution	6,000.00	6,000.00	6,000.00	0.00	0.00	0.00	100.0
712.014 Costs - Dental Insurance	1,439.00	1,439.00	582.30	116.46	0.00	856.70	40.5
712.015 Costs - Vision / Ancillary	708.00	708.00	295.00	59.00	0.00	413.00	41.7
715.000 Uniform & Cleaning Allowance	1,031.00	1,031.00	216.24	0.00	0.00	814.76	21.0
728.000 SUPPLIES - Operating	10,800.00	10,800.00	5,798.19	391.84	0.00	5,001.81	53.7
770.000 Vehicle Gas	6,000.00	6,000.00	4,540.38	921.40	0.00	1,459.62	75.7
801.000 Professional Services	500.00	500.00	0.00	0.00	0.00	500.00	0.0
831.000 Contractual Repairs & Maint.	22,500.00	22,500.00	10,243.19	0.00	0.00	12,256.81	45.5
860.000 Travel & Training	500.00	500.00	0.00	0.00	0.00	500.00	0.0
870.000 Memberships & Dues	250.00	250.00	0.00	0.00	0.00	250.00	0.0
900.000 Printing & Publishing	500.00	500.00	0.00	0.00	0.00	500.00	0.0
920.000 Gas	1,000.00	1,000.00	130.26	34.33	0.00	869.74	13.0
922.000 Water	13,000.00	13,000.00	9,179.33	695.42	0.00	3,820.67	70.6
925.000 Electric	20,000.00	20,000.00	8,089.11	1,491.66	0.00	11,910.89	40.4

**REVENUE/EXPENDITURE REPORT**  
DRAFT

City of Manistee

For the Period: 7/1/2015 to 10/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 101 - GENERAL FUND</b>							
Expenditures							
Dept: 751 PARKS & RECREATION							
930.000 Repairs & Maintenance	48,000.00	48,000.00	3,508.50	715.31	0.00	44,491.50	7.3
957.000 Motor Pool	37,080.00	37,080.00	12,360.00	3,090.00	0.00	24,720.00	33.3
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PARKS & RECREATION							
	347,755.00	347,755.00	144,734.44	23,129.39	0.00	203,020.56	41.6
Dept: 801 APPROPRIATIONS							
890.000 Alternatives for Area Youth	13,000.00	13,000.00	6,500.00	0.00	0.00	6,500.00	50.0
891.001 2-1-1	3,000.00	3,000.00	3,000.00	0.00	0.00	0.00	100.0
892.000 Alliance for Economic Success	46,518.00	46,518.00	23,259.00	11,629.50	0.00	23,259.00	50.0
893.000 Junior Baseball	3,500.00	3,500.00	3,500.00	0.00	0.00	0.00	100.0
893.500 MAPS Paine Pool	40,000.00	40,000.00	20,000.00	10,000.00	0.00	20,000.00	50.0
894.000 Manistee Recreation Assoc.	28,500.00	28,500.00	14,250.00	7,125.00	0.00	14,250.00	50.0
894.500 Manistee Saints	6,000.00	6,000.00	6,000.00	0.00	0.00	0.00	100.0
895.000 Man. Co. Historical Museum	10,500.00	10,500.00	5,250.00	0.00	0.00	5,250.00	50.0
896.000 PEG Studio	25,500.00	25,500.00	25,500.00	0.00	0.00	0.00	100.0
899.000 Veteran's Memorial Day	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
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APPROPRIATIONS							
	177,518.00	177,518.00	107,259.00	28,754.50	0.00	70,259.00	60.4
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Expenditures	6,129,368.00	6,129,368.00	2,736,669.24	502,283.41	0.00	3,392,698.76	44.6
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Net Effect for GENERAL FUND	-60,746.00	-60,746.00	1,458,619.51	-385,618.55	0.00	-1,519,365.51	-2,401.2
Change in Fund Balance:			1,458,619.51				

**REVENUE/EXPENDITURE REPORT**  
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City of Manistee

For the Period: 7/1/2015 to 10/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 202 - MAJOR STREET FUND</b>							
<b>Revenues</b>							
Dept: 000							
539.000 State Grant Revenue	5,839.00	5,839.00	5,838.55	0.00	0.00	0.45	100.0
576.000 Act 51 Revenue	385,000.00	385,000.00	75,689.19	-28,361.78	0.00	309,310.81	19.7
626.000 Charge for Service	185,000.00	185,000.00	75,261.37	48,503.49	0.00	109,738.63	40.7
664.000 Interest Income	100.00	100.00	98.14	14.93	0.00	1.86	98.1
676.000 Reimbursement	0.00	0.00	26,825.44	26,825.44	0.00	-26,825.44	0.0
699.000 Transfers In	10,000.00	10,000.00	0.00	0.00	0.00	10,000.00	0.0
Dept: 000	585,939.00	585,939.00	183,712.69	46,982.08	0.00	402,226.31	31.4
Revenues	585,939.00	585,939.00	183,712.69	46,982.08	0.00	402,226.31	31.4
<b>Expenditures</b>							
Dept: 000							
728.000 SUPPLIES - Operating	500.00	500.00	0.00	0.00	0.00	500.00	0.0
935.000 Traffic Services	12,000.00	12,000.00	232.65	0.00	0.00	11,767.35	1.9
936.000 Preservation Streets	150,000.00	150,000.00	63,559.86	28,037.90	0.00	86,440.14	42.4
937.000 Routine Maintenance Bridges	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
938.000 Winter Maintenance Streets	177,000.00	177,000.00	32,333.32	8,083.33	0.00	144,666.68	18.3
999.000 Transfers Out	191,369.00	191,369.00	172,836.70	110,000.00	0.00	18,532.30	90.3
Dept: 000	535,869.00	535,869.00	268,962.53	146,121.23	0.00	266,906.47	50.2
Expenditures	535,869.00	535,869.00	268,962.53	146,121.23	0.00	266,906.47	50.2
Net Effect for MAJOR STREET FUND	50,070.00	50,070.00	-85,249.84	-99,139.15	0.00	135,319.84	-170.3
Change in Fund Balance:			-85,249.84				

**REVENUE/EXPENDITURE REPORT**  
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City of Manistee

For the Period: 7/1/2015 to 10/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 203 - LOCAL STREET FUND</b>							
Revenues							
Dept: 000							
539.000 State Grant Revenue	5,839.00	5,839.00	5,838.55	0.00	0.00	0.45	100.0
576.000 Act 51 Revenue	138,000.00	138,000.00	26,274.49	-9,831.48	0.00	111,725.51	19.0
664.000 Interest Income	80.00	80.00	40.69	23.79	0.00	39.31	50.9
676.000 Reimbursement	140,000.00	140,000.00	0.00	0.00	0.00	140,000.00	0.0
699.000 Transfers In	368,369.00	368,369.00	422,836.70	360,000.00	0.00	-54,467.70	114.8
Dept: 000	652,288.00	652,288.00	454,990.43	350,192.31	0.00	197,297.57	69.8
Revenues	652,288.00	652,288.00	454,990.43	350,192.31	0.00	197,297.57	69.8
Expenditures							
Dept: 000							
728.000 SUPPLIES - Operating	500.00	500.00	304.80	0.00	0.00	195.20	61.0
935.000 Traffic Services	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
936.000 Preservation Streets	482,800.00	482,800.00	46,951.95	30,917.60	0.00	435,848.05	9.7
938.000 Winter Maintenance Streets	77,500.00	77,500.00	11,333.32	2,833.33	0.00	66,166.68	14.6
999.000 Transfers Out	81,369.00	81,369.00	62,836.70	0.00	0.00	18,532.30	77.2
Dept: 000	647,169.00	647,169.00	121,426.77	33,750.93	0.00	525,742.23	18.8
Expenditures	647,169.00	647,169.00	121,426.77	33,750.93	0.00	525,742.23	18.8
Net Effect for LOCAL STREET FUND	5,119.00	5,119.00	333,563.66	316,441.38	0.00	-328,444.66	6,516.2
Change in Fund Balance:			333,563.66				

REVENUE/EXPENDITURE REPORT  
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City of Manistee

For the Period: 7/1/2015 to 10/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 204 - STREET IMPROVEMENT FUND</b>							
Revenues							
Dept: 000							
495.000 ROW Fee	23,500.00	23,500.00	0.00	-20,741.21	0.00	23,500.00	0.0
664.000 Interest Income	360.00	360.00	202.05	0.69	0.00	157.95	56.1
672.000 Special Assessment Revenue	1,500.00	1,500.00	1,471.45	0.00	0.00	28.55	98.1
676.000 Reimbursement	7,143.00	7,143.00	0.00	0.00	0.00	7,143.00	0.0
699.000 Transfers In	83,000.00	83,000.00	0.00	0.00	0.00	83,000.00	0.0
Dept: 000	115,503.00	115,503.00	1,673.50	-20,740.52	0.00	113,829.50	1.4
Revenues	115,503.00	115,503.00	1,673.50	-20,740.52	0.00	113,829.50	1.4
Expenditures							
Dept: 000							
801.000 Professional Services	7,500.00	7,500.00	0.00	0.00	0.00	7,500.00	0.0
984.000 Capital Outlay - Trees	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
999.000 Transfers Out	103,000.00	103,000.00	0.00	0.00	0.00	103,000.00	0.0
Dept: 000	115,500.00	115,500.00	0.00	0.00	0.00	115,500.00	0.0
Expenditures	115,500.00	115,500.00	0.00	0.00	0.00	115,500.00	0.0
Net Effect for STREET IMPROVEMENT FUND	3.00	3.00	1,673.50	-20,740.52	0.00	-1,670.5055,783.3	
Change in Fund Balance:			1,673.50				

**REVENUE/EXPENDITURE REPORT**  
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City of Manistee

For the Period: 7/1/2015 to 10/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 226 - CITY REFUSE FUND</b>							
Revenues							
Dept: 000							
402.000 Real & Personal Property Tax	197,300.00	197,300.00	190,678.19	3,285.08	0.00	6,621.81	96.6
411.000 Delinq Real Property Tax	10,380.00	10,380.00	136.71	0.00	0.00	10,243.29	1.3
420.000 Delinq Personal Property Tax	200.00	200.00	194.86	14.63	0.00	5.14	97.4
626.000 Charge for Service	233,200.00	233,200.00	78,115.95	19,491.25	0.00	155,084.05	33.5
643.000 Yard Bags	12,250.00	12,250.00	3,584.00	956.00	0.00	8,666.00	29.3
644.000 Trash Bags	1,000.00	1,000.00	602.50	90.00	0.00	397.50	60.3
664.000 Interest Income	150.00	150.00	20.81	5.61	0.00	129.19	13.9
671.000 Other Revenue	0.00	0.00	1.00	1.00	0.00	-1.00	0.0
Dept: 000	454,480.00	454,480.00	273,334.02	23,843.57	0.00	181,145.98	60.1
Revenues	454,480.00	454,480.00	273,334.02	23,843.57	0.00	181,145.98	60.1
Expenditures							
Dept: 000							
728.000 SUPPLIES - Operating	2,500.00	2,500.00	132.45	0.00	0.00	2,367.55	5.3
755.000 Yard Bags	15,000.00	15,000.00	4,612.80	0.00	0.00	10,387.20	30.8
820.000 Administration	31,814.00	31,814.00	15,907.00	7,953.50	0.00	15,907.00	50.0
826.000 Refuse Contract Fees	331,593.00	331,593.00	61,548.71	0.00	0.00	270,044.29	18.6
827.000 Municipal Refuse Fees	24,000.00	24,000.00	3,069.90	0.00	0.00	20,930.10	12.8
828.000 Trash Haul Contract Fees	26,000.00	26,000.00	0.00	0.00	0.00	26,000.00	0.0
829.000 Trash Haul City	18,000.00	18,000.00	0.00	0.00	0.00	18,000.00	0.0
829.001 Yard Waste Contract Fees	8,000.00	8,000.00	0.00	0.00	0.00	8,000.00	0.0
829.002 Yard Waste City	36,000.00	36,000.00	12,000.00	3,000.00	0.00	24,000.00	33.3
Dept: 000	492,907.00	492,907.00	97,270.86	10,953.50	0.00	395,636.14	19.7
Expenditures	492,907.00	492,907.00	97,270.86	10,953.50	0.00	395,636.14	19.7
Net Effect for CITY REFUSE FUND	-38,427.00	-38,427.00	176,063.16	12,890.07	0.00	-214,490.16	-458.2
Change in Fund Balance:			176,063.16				

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City of Manistee

For the Period: 7/1/2015 to 10/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 243 - BROWNFIELD REDEVELOPMENT AUTHO</b>							
Expenditures							
Dept: 000							
801.000 Professional Services	0.00	0.00	8,277.75	970.50	0.00	-8,277.75	0.0
Dept: 000	0.00	0.00	8,277.75	970.50	0.00	-8,277.75	0.0
Expenditures	0.00	0.00	8,277.75	970.50	0.00	-8,277.75	0.0
Net Effect for BROWNFIELD REDEVELOPMENT AUTHO	0.00	0.00	-8,277.75	-970.50	0.00	8,277.75	0.0
Change in Fund Balance:			-8,277.75				

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City of Manistee

For the Period: 7/1/2015 to 10/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 245 - OIL &amp; GAS FUND</b>							
Revenues							
Dept: 000							
664.000 Interest Income	250,000.00	250,000.00	56,949.72	0.59	0.00	193,050.28	22.8
665.001 Unrealized Gain\Losson Investm	275,000.00	275,000.00	-676,624.57	0.00	0.00	951,624.57	-246.0
666.000 Oil Royalties	80,000.00	80,000.00	13,926.56	6,677.41	0.00	66,073.44	17.4
Dept: 000	605,000.00	605,000.00	-605,748.29	6,678.00	0.00	1,210,748.29	-100.1
Revenues	605,000.00	605,000.00	-605,748.29	6,678.00	0.00	1,210,748.29	-100.1
Expenditures							
Dept: 000							
728.000 SUPPLIES - Operating	200.00	200.00	0.00	0.00	0.00	200.00	0.0
801.000 Professional Services	52,000.00	52,000.00	13,278.45	0.00	0.00	38,721.55	25.5
999.000 Transfers Out	457,680.00	457,680.00	457,680.00	400,000.00	0.00	0.00	100.0
Dept: 000	509,880.00	509,880.00	470,958.45	400,000.00	0.00	38,921.55	92.4
Expenditures	509,880.00	509,880.00	470,958.45	400,000.00	0.00	38,921.55	92.4
Net Effect for OIL & GAS FUND	95,120.00	95,120.00	-1,076,706.74	-393,322.00	0.00	1,171,826.74	-1,131.9
Change in Fund Balance:			-1,076,706.74				

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For the Period: 7/1/2015 to 10/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 249 - BUILDING INSPECTOR</b>							
Expenditures							
Dept: 000							
831.000 Contractual Repairs & Maint.	0.00	0.00	186.33	0.00	0.00	-186.33	0.0
Dept: 000	0.00	0.00	186.33	0.00	0.00	-186.33	0.0
Expenditures	0.00	0.00	186.33	0.00	0.00	-186.33	0.0
Net Effect for BUILDING INSPECTOR	0.00	0.00	-186.33	0.00	0.00	186.33	0.0
Change in Fund Balance:			-186.33				

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For the Period: 7/1/2015 to 10/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 275 - GRANT MANAGEMENT FUND</b>							
Revenues							
Dept: 000							
501.000 Federal Grant	48,000.00	48,000.00	0.00	0.00	0.00	48,000.00	0.0
570.000 Local Grants	0.00	0.00	20,000.00	0.00	0.00	-20,000.00	0.0
570.066 2015 Cycle 1 -Fire Heart Monit	0.00	0.00	15,000.00	0.00	0.00	-15,000.00	0.0
570.067 2015 Cycle 1 - Police Vests	0.00	0.00	3,000.00	0.00	0.00	-3,000.00	0.0
674.000 Contributions\Donations	0.00	0.00	3,000.00	0.00	0.00	-3,000.00	0.0
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Dept: 000	48,000.00	48,000.00	41,000.00	0.00	0.00	7,000.00	85.4
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Revenues	48,000.00	48,000.00	41,000.00	0.00	0.00	7,000.00	85.4
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Expenditures							
Dept: 901 LOCAL REVENUE SHARING GRANTS							
965.065 2014 Cycle 2 - Police Video	0.00	0.00	66.65	0.00	0.00	-66.65	0.0
965.066 2015 Cycle 1 - Fire Heart Moni	0.00	0.00	15,000.00	0.00	0.00	-15,000.00	0.0
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LOCAL REVENUE SHARING GRANTS	0.00	0.00	15,066.65	0.00	0.00	-15,066.65	0.0
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Dept: 902 OTHER GRANTS							
970.002 Rotary Park	93,000.00	93,000.00	95,167.71	-79.99	0.00	-2,167.71	102.3
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OTHER GRANTS	93,000.00	93,000.00	95,167.71	-79.99	0.00	-2,167.71	102.3
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Expenditures	93,000.00	93,000.00	110,234.36	-79.99	0.00	-17,234.36	118.5
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Net Effect for GRANT MANAGEMENT FUND	-45,000.00	-45,000.00	-69,234.36	79.99	0.00	24,234.36	153.9
Change in Fund Balance:			-69,234.36				

**REVENUE/EXPENDITURE REPORT**  
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For the Period: 7/1/2015 to 10/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 290 - PEG COMMISSION</b>							
Revenues							
Dept: 000							
570.000 Local Grants	34,300.00	0.00	26,450.00	0.00	0.00	-26,450.00	0.0
578.000 Cable Grant	6,600.00	6,600.00	23.82	-1,380.00	0.00	6,576.18	0.4
664.000 Interest Income	0.00	0.00	0.78	0.17	0.00	-0.78	0.0
Dept: 000	40,900.00	6,600.00	26,474.60	-1,379.83	0.00	-19,874.60	401.1
Revenues	40,900.00	6,600.00	26,474.60	-1,379.83	0.00	-19,874.60	401.1
Expenditures							
Dept: 000							
728.000 SUPPLIES - Operating	1,339.00	1,339.00	1,350.48	180.60	0.00	-11.48	100.9
801.000 Professional Services	38,000.00	38,000.00	12,666.68	3,166.67	0.00	25,333.32	33.3
870.000 Memberships & Dues	275.00	275.00	0.00	0.00	0.00	275.00	0.0
930.000 Repairs & Maintenance	200.00	200.00	100.00	0.00	0.00	100.00	50.0
970.000 Capital Outlay - under \$5,000	1,086.00	1,086.00	0.00	0.00	0.00	1,086.00	0.0
Dept: 000	40,900.00	40,900.00	14,117.16	3,347.27	0.00	26,782.84	34.5
Expenditures	40,900.00	40,900.00	14,117.16	3,347.27	0.00	26,782.84	34.5
Net Effect for PEG COMMISSION	0.00	-34,300.00	12,357.44	-4,727.10	0.00	-46,657.44	-36.0
Change in Fund Balance:			12,357.44				

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For the Period: 7/1/2015 to 10/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 296 - RAMSDELL THEATRE</b>							
Revenues							
Dept: 000							
652.000 Sales - Movies/Opera	6,653.00	6,653.00	0.00	0.00	0.00	6,653.00	0.0
653.000 Sales - Performances	31,875.00	31,875.00	13,859.78	3,202.10	0.00	18,015.22	43.5
664.000 Interest Income	50.00	50.00	3.08	1.00	0.00	46.92	6.2
667.000 Rental Income	22,440.00	22,440.00	4,801.72	3,039.31	0.00	17,638.28	21.4
667.001 Rental Income - Ballroom	27,000.00	27,000.00	9,012.50	437.50	0.00	17,987.50	33.4
667.002 Rental Income - Theatre	4,700.00	4,700.00	1,075.00	1,075.00	0.00	3,625.00	22.9
667.003 Rental Income - Hardy Hall	1,600.00	1,600.00	150.00	0.00	0.00	1,450.00	9.4
671.000 Other Revenue	0.00	0.00	2,000.00	0.00	0.00	-2,000.00	0.0
674.000 Contributions/Donations	10,000.00	10,000.00	40.00	20.00	0.00	9,960.00	0.4
699.000 Transfers In	268,830.00	268,830.00	116,944.98	22,500.00	0.00	151,885.02	43.5
Dept: 000	373,148.00	373,148.00	147,887.06	30,274.91	0.00	225,260.94	39.6
Revenues	373,148.00	373,148.00	147,887.06	30,274.91	0.00	225,260.94	39.6
Expenditures							
Dept: 000							
702.000 Salaries	47,777.00	47,777.00	15,483.09	4,457.67	0.00	32,293.91	32.4
706.000 Part-Time	13,580.00	13,580.00	5,559.50	2,066.00	0.00	8,020.50	40.9
712.001 Costs - Social Security	3,804.00	3,804.00	1,437.35	506.27	0.00	2,366.65	37.8
712.002 Costs - Medicare	890.00	890.00	336.16	118.40	0.00	553.84	37.8
712.005 Costs - MERS Contribution	4,357.00	4,357.00	1,508.31	502.77	0.00	2,848.69	34.6
712.007 Costs - SUTA	137.00	137.00	71.71	21.41	0.00	65.29	52.3
712.009 Costs - Workers Compensation	2,158.00	2,158.00	247.68	52.92	0.00	1,910.32	11.5
712.010 Costs - Blue Cross Insurance	9,548.00	9,548.00	3,985.12	796.90	0.00	5,562.88	41.7
712.011 Costs - Life Insurance	113.00	113.00	110.58	23.62	0.00	2.42	97.9
712.013 Costs - HSA Contribution	3,000.00	3,000.00	3,000.00	0.00	0.00	0.00	100.0
712.014 Costs - Dental Insurance	720.00	720.00	291.15	58.23	0.00	428.85	40.4
712.015 Costs - Vision / Ancillary	354.00	354.00	147.50	29.50	0.00	206.50	41.7
728.000 SUPPLIES - Operating	10,000.00	10,000.00	1,010.68	195.30	0.00	8,989.32	10.1
752.000 Ramsdell - Movie / Opera Expen	4,090.00	4,090.00	548.00	548.00	0.00	3,542.00	13.4
753.000 Ramsdell - Performance Expense	28,381.00	28,381.00	11,321.89	320.00	0.00	17,059.11	39.9
801.000 Professional Services	8,500.00	8,500.00	10,000.00	0.00	0.00	-1,500.00	117.6
822.000 Insurance	2,000.00	2,000.00	4,159.67	0.00	0.00	-2,159.67	208.0
831.000 Contractual Repairs & Maint.	18,000.00	18,000.00	2,099.76	75.00	0.00	15,900.24	11.7
850.000 Phone	600.00	600.00	658.54	162.68	0.00	-58.54	109.8
860.000 Travel & Training	1,000.00	1,000.00	94.90	94.90	0.00	905.10	9.5
870.000 Memberships & Dues	485.00	485.00	0.00	0.00	0.00	485.00	0.0
892.500 Marketing	5,000.00	5,000.00	766.00	378.00	0.00	4,234.00	15.3
900.000 Printing & Publishing	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
901.000 Postage	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
920.000 Gas	14,000.00	14,000.00	1,061.41	446.61	0.00	12,938.59	7.6
922.000 Water	480.00	480.00	176.73	36.69	0.00	303.27	36.8
925.000 Electric	15,000.00	15,000.00	5,593.81	846.89	0.00	9,406.19	37.3
930.000 Repairs & Maintenance	10,000.00	10,000.00	898.98	898.98	0.00	9,101.02	9.0
970.000 Capital Outlay - under \$5,000	5,000.00	5,000.00	0.00	0.00	0.00	5,000.00	0.0
Dept: 000	212,974.00	212,974.00	70,568.52	12,636.74	0.00	142,405.48	33.1
Dept: 574 DEBT SERVICE							
998.000 Ramsdell Theatre Roof - Int	3,147.00	3,147.00	1,045.55	0.00	0.00	2,101.45	33.2
998.002 Ramsdell Theatre HVAC - Intere	36,412.00	36,412.00	18,534.05	0.00	0.00	17,877.95	50.9
DEBT SERVICE	39,559.00	39,559.00	19,579.60	0.00	0.00	19,979.40	49.5
Expenditures	252,533.00	252,533.00	90,148.12	12,636.74	0.00	162,384.88	35.7
Net Effect for RAMSDELL THEATRE	120,615.00	120,615.00	57,738.94	17,638.17	0.00	62,876.06	47.9
Change in Fund Balance:			57,738.94				

REVENUE/EXPENDITURE REPORT  
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City of Manistee

For the Period: 7/1/2015 to 10/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 297 - FRIENDS OF THE RAMSDELL</b>							
Revenues							
Dept: 000							
664.000 Interest Income	0.00	0.00	0.13	0.04	0.00	-0.13	0.0
674.000 Contributions\Donations	0.00	0.00	650.00	100.00	0.00	-650.00	0.0
Dept: 000	0.00	0.00	650.13	100.04	0.00	-650.13	0.0
Revenues	0.00	0.00	650.13	100.04	0.00	-650.13	0.0
Expenditures							
Dept: 000							
728.000 SUPPLIES - Operating	0.00	0.00	40.00	0.00	0.00	-40.00	0.0
Dept: 000	0.00	0.00	40.00	0.00	0.00	-40.00	0.0
Expenditures	0.00	0.00	40.00	0.00	0.00	-40.00	0.0
Net Effect for FRIENDS OF THE RAMSDELL	0.00	0.00	610.13	100.04	0.00	-610.13	0.0
Change in Fund Balance:			610.13				

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City of Manistee

For the Period: 7/1/2015 to 10/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 430 - CAPITAL IMPROVEMENT FUND</b>							
Revenues							
Dept: 000							
664.000 Interest Income	200.00	200.00	3.11	2.20	0.00	196.89	1.6
699.000 Transfers In	457,680.00	457,680.00	457,680.00	400,000.00	0.00	0.00	100.0
Dept: 000	457,880.00	457,880.00	457,683.11	400,002.20	0.00	196.89	100.0
Revenues	457,880.00	457,880.00	457,683.11	400,002.20	0.00	196.89	100.0
Expenditures							
Dept: 000							
970.000 Capital Outlay - under \$5,000	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
979.003 Ramsdell - Roof Note	69,880.00	69,880.00	17,469.98	0.00	0.00	52,410.02	25.0
979.004 Ramsdell - HVAC Note	108,950.00	108,950.00	54,475.00	0.00	0.00	54,475.00	50.0
979.019 Marina Bldg Note Support	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
979.020 First St Bond	72,640.00	72,640.00	0.00	0.00	0.00	72,640.00	0.0
979.023 Rotary Park Grnt Match FY14/15	0.00	0.00	20,000.00	0.00	0.00	-20,000.00	0.0
979.025 Fire Rear Garage Door FY13/14	0.00	0.00	2,059.76	0.00	0.00	-2,059.76	0.0
979.026 Wayfinding Signs FY 15/16	7,500.00	7,500.00	7,500.00	7,500.00	0.00	0.00	100.0
979.027 Simunitions FY 15/16	7,500.00	7,500.00	2,809.30	0.00	0.00	4,690.70	37.5
979.028 Heart Monitor FY 15/16	25,000.00	25,000.00	0.00	0.00	0.00	25,000.00	0.0
999.000 Transfers Out	180,000.00	180,000.00	236,079.36	180,000.00	0.00	-56,079.36	131.2
Dept: 000	551,470.00	551,470.00	340,393.40	187,500.00	0.00	211,076.60	61.7
Expenditures	551,470.00	551,470.00	340,393.40	187,500.00	0.00	211,076.60	61.7
Net Effect for CAPITAL IMPROVEMENT FUND	-93,590.00	-93,590.00	117,289.71	212,502.20	0.00	-210,879.71	-125.3
Change in Fund Balance:			117,289.71				

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City of Manistee

For the Period: 7/1/2015 to 10/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 490 - RENAISSANCE PARK</b>							
Revenues							
Dept: 000							
664.000 Interest Income	0.00	0.00	0.03	0.00	0.00	-0.03	0.0
699.000 Transfers In	5,616.00	5,616.00	5,616.00	5,616.00	0.00	0.00	100.0
Dept: 000	5,616.00	5,616.00	5,616.03	5,616.00	0.00	-0.03	100.0
Revenues	5,616.00	5,616.00	5,616.03	5,616.00	0.00	-0.03	100.0
Expenditures							
Dept: 000							
992.002 Renaissance Park - Principal	5,616.00	5,616.00	1,871.96	1,871.96	0.00	3,744.04	33.3
Dept: 000	5,616.00	5,616.00	1,871.96	1,871.96	0.00	3,744.04	33.3
Expenditures	5,616.00	5,616.00	1,871.96	1,871.96	0.00	3,744.04	33.3
Net Effect for RENAISSANCE PARK	0.00	0.00	3,744.07	3,744.04	0.00	-3,744.07	0.0
Change in Fund Balance:			3,744.07				

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City of Manistee

For the Period: 7/1/2015 to 10/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 508 - BOAT RAMP FUND</b>							
Revenues							
Dept: 000							
642.000 Sales	34,000.00	34,000.00	21,870.00	1,500.00	0.00	12,130.00	64.3
664.000 Interest Income	10.00	10.00	0.95	0.22	0.00	9.05	9.5
Dept: 000	34,010.00	34,010.00	21,870.95	1,500.22	0.00	12,139.05	64.3
Revenues	34,010.00	34,010.00	21,870.95	1,500.22	0.00	12,139.05	64.3
Expenditures							
Dept: 000							
728.000 SUPPLIES - Operating	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
801.000 Professional Services	500.00	500.00	0.00	0.00	0.00	500.00	0.0
820.000 Administration	2,381.00	2,381.00	2,381.00	0.00	0.00	0.00	100.0
850.000 Phone	330.00	330.00	387.12	97.11	0.00	-57.12	117.3
892.500 Marketing	500.00	500.00	0.00	0.00	0.00	500.00	0.0
922.000 Water	1,600.00	1,600.00	897.75	291.87	0.00	702.25	56.1
925.000 Electric	3,500.00	3,500.00	1,693.37	229.78	0.00	1,806.63	48.4
930.000 Repairs & Maintenance	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
960.000 Bank Charges	600.00	600.00	314.45	35.94	0.00	285.55	52.4
970.000 Capital Outlay - under \$5,000	800.00	800.00	0.00	0.00	0.00	800.00	0.0
Dept: 000	13,711.00	13,711.00	5,673.69	654.70	0.00	8,037.31	41.4
Dept: 574 DEBT SERVICE							
998.003 Interest - Internal Loan	1,897.00	1,897.00	1,897.48	1,897.48	0.00	-0.48	100.0
DEBT SERVICE	1,897.00	1,897.00	1,897.48	1,897.48	0.00	-0.48	100.0
Expenditures	15,608.00	15,608.00	7,571.17	2,552.18	0.00	8,036.83	48.5
Net Effect for BOAT RAMP FUND	18,402.00	18,402.00	14,299.78	-1,051.96	0.00	4,102.22	77.7
Change in Fund Balance:			14,299.78				

**REVENUE/EXPENDITURE REPORT  
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City of Manistee

For the Period: 7/1/2015 to 10/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 573 - WATER &amp; SEWER UTILITY</b>							
Revenues							
Dept: 000							
539.000 State Grant Revenue	0.00	0.00	3,462.50	0.00	0.00	-3,462.50	0.0
608.000 Penalties	36,225.00	36,225.00	14,256.20	3,671.77	0.00	21,968.80	39.4
610.000 Water Ready to Serve	199,099.00	199,099.00	48,910.03	256.73	0.00	150,188.97	24.6
611.000 Sewer Ready to Serve	604,240.00	604,240.00	140,986.89	765.84	0.00	463,253.11	23.3
612.000 New Service	2,500.00	2,500.00	8,800.00	3,150.00	0.00	-6,300.00	352.0
626.000 Charge for Service	1,000.00	1,000.00	150.00	0.00	0.00	850.00	15.0
648.000 Water Sales	867,178.00	867,178.00	265,466.64	-13,528.39	0.00	601,711.36	30.6
649.000 Sewer Sales	2,056,413.00	2,056,413.00	593,296.50	46,047.39	0.00	1,463,116.50	28.9
650.000 Meter Sales	3,500.00	3,500.00	2,504.00	-320.00	0.00	996.00	71.5
664.000 Interest Income	1,500.00	1,500.00	1,589.91	482.47	0.00	-89.91	106.0
667.000 Rental Income	69,922.00	69,922.00	10,580.00	0.00	0.00	59,342.00	15.1
669.000 Hydrant & Tunnel Rental	21,600.00	21,600.00	10,800.00	5,400.00	0.00	10,800.00	50.0
671.000 Other Revenue	3,500.00	3,500.00	3,522.50	1,702.50	0.00	-22.50	100.6
676.000 Reimbursement	0.00	0.00	20,678.23	961.14	0.00	-20,678.23	0.0
680.000 Capital Cost Recovery	31,924.00	31,924.00	46,046.94	-51.86	0.00	-14,122.94	144.2
699.000 Transfers In	457,680.00	457,680.00	457,680.00	457,680.00	0.00	0.00	100.0
<b>Dept: 000</b>	<b>4,356,281.00</b>	<b>4,356,281.00</b>	<b>1,628,730.34</b>	<b>506,217.59</b>	<b>0.00</b>	<b>2,727,550.66</b>	<b>37.4</b>
Revenues	4,356,281.00	4,356,281.00	1,628,730.34	506,217.59	0.00	2,727,550.66	37.4
Expenditures							
Dept: 100 GENERAL							
961.000 Utility Service Fee/COO	170,931.00	170,931.00	56,977.00	14,244.25	0.00	113,954.00	33.3
999.000 Transfers Out	457,680.00	457,680.00	670,006.44	457,680.00	0.00	-212,326.44	146.4
<b>GENERAL</b>	<b>628,611.00</b>	<b>628,611.00</b>	<b>726,983.44</b>	<b>471,924.25</b>	<b>0.00</b>	<b>-98,372.44</b>	<b>115.6</b>
Dept: 541 ADMINISTRATION							
702.000 Salaries	68,625.00	68,625.00	13,329.50	3,671.90	0.00	55,295.50	19.4
704.000 Overtime	1,200.00	1,200.00	226.35	90.54	0.00	973.65	18.9
712.001 Costs - Social Security	4,576.00	4,576.00	926.16	314.12	0.00	3,649.84	20.2
712.002 Costs - Medicare	1,070.00	1,070.00	216.62	73.47	0.00	853.38	20.2
712.005 Costs - MERS Contribution	3,984.00	3,984.00	1,341.81	448.65	0.00	2,642.19	33.7
712.007 Costs - SUTA	274.00	274.00	0.00	0.00	0.00	274.00	0.0
712.009 Costs - Workers Compensation	1,055.00	1,055.00	76.71	21.03	0.00	978.29	7.3
712.010 Costs - Blue Cross Insurance	15,569.00	15,569.00	3,985.12	796.90	0.00	11,583.88	25.6
712.011 Costs - Life Insurance	265.00	265.00	47.25	9.45	0.00	217.75	17.8
712.013 Costs - HSA Contribution	4,500.00	4,500.00	3,000.00	0.00	0.00	1,500.00	66.7
712.014 Costs - Dental Insurance	1,170.00	1,170.00	291.15	58.23	0.00	878.85	24.9
712.015 Costs - Vision / Ancillary	531.00	531.00	147.50	29.50	0.00	383.50	27.8
728.000 SUPPLIES - Operating	10,900.00	10,900.00	698.53	75.00	0.00	10,201.47	6.4
735.000 Periodicals & Publications	150.00	150.00	0.00	0.00	0.00	150.00	0.0
801.000 Professional Services	5,000.00	5,000.00	2,489.00	855.00	0.00	2,511.00	49.8
820.000 Administration	320,496.00	320,496.00	106,832.00	26,708.00	0.00	213,664.00	33.3
831.000 Contractual Repairs & Maint.	4,300.00	4,300.00	433.62	99.62	0.00	3,866.38	10.1
850.000 Phone	8,000.00	8,000.00	7,797.97	1,927.78	0.00	202.03	97.5
860.000 Travel & Training	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
870.000 Memberships & Dues	300.00	300.00	0.00	0.00	0.00	300.00	0.0
900.000 Printing & Publishing	6,000.00	6,000.00	570.80	0.00	0.00	5,429.20	9.5
960.000 Bank Charges	8,000.00	8,000.00	3,073.87	715.72	0.00	4,926.13	38.4
970.000 Capital Outlay - under \$5,000	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
<b>ADMINISTRATION</b>	<b>469,965.00</b>	<b>469,965.00</b>	<b>145,483.96</b>	<b>35,894.91</b>	<b>0.00</b>	<b>324,481.04</b>	<b>31.0</b>
Dept: 542 WATER OPERATION							
702.000 Salaries	131,560.00	131,560.00	36,976.65	12,019.04	0.00	94,583.35	28.1
704.000 Overtime	22,242.00	22,242.00	8,950.91	3,102.02	0.00	13,291.09	40.2
708.000 Holiday/Vacation/Sick Sellback	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
712.001 Costs - Social Security	8,602.00	8,602.00	2,894.24	1,078.73	0.00	5,707.76	33.6
712.002 Costs - Medicare	2,012.00	2,012.00	676.89	252.29	0.00	1,335.11	33.6
712.005 Costs - MERS Contribution	0.00	0.00	1,451.63	507.06	0.00	-1,451.63	0.0
712.007 Costs - SUTA	410.00	410.00	129.59	65.22	0.00	280.41	31.6

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City of Manistee

For the Period: 7/1/2015 to 10/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 573 - WATER &amp; SEWER UTILITY</b>							
Expenditures							
Dept: 542 WATER OPERATION							
712.009 Costs - Workers Compensation	4,859.00	4,859.00	2,023.50	574.95	0.00	2,835.50	41.6
712.010 Costs - Blue Cross Insurance	25,515.00	25,515.00	14,779.98	3,013.23	0.00	10,735.02	57.9
712.011 Costs - Life Insurance	454.00	454.00	176.40	37.80	0.00	277.60	38.9
712.013 Costs - HSA Contribution	7,500.00	7,500.00	8,500.00	0.00	0.00	-1,000.00	113.3
712.014 Costs - Dental Insurance	1,739.00	1,739.00	1,077.15	218.34	0.00	661.85	61.9
712.015 Costs - Vision / Ancillary	1,062.00	1,062.00	413.00	88.50	0.00	649.00	38.9
715.000 Uniform & Cleaning Allowance	1,455.00	1,455.00	1,113.36	587.07	0.00	341.64	76.5
728.000 SUPPLIES - Operating	3,750.00	3,750.00	1,234.67	35.98	0.00	2,515.33	32.9
745.000 Chemicals	35,500.00	35,500.00	10,249.80	0.00	0.00	25,250.20	28.9
750.000 Meters	45,000.00	45,000.00	908.24	0.00	0.00	44,091.76	2.0
770.000 Vehicle Gas	7,500.00	7,500.00	2,361.12	430.57	0.00	5,138.88	31.5
801.000 Professional Services	28,000.00	28,000.00	3,350.00	0.00	0.00	24,650.00	12.0
822.000 Insurance	3,500.00	3,500.00	5,230.92	0.00	0.00	-1,730.92	149.5
824.000 Lab Testing	9,000.00	9,000.00	4,189.24	567.53	0.00	4,810.76	46.5
831.000 Contractual Repairs & Maint.	57,000.00	57,000.00	18,009.29	938.00	0.00	38,990.71	31.6
860.000 Travel & Training	2,500.00	2,500.00	406.50	46.50	0.00	2,093.50	16.3
870.000 Memberships & Dues	525.00	525.00	404.25	0.00	0.00	120.75	77.0
925.000 Electric	70,000.00	70,000.00	23,387.54	4,473.72	0.00	46,612.46	33.4
930.000 Repairs & Maintenance	58,900.00	58,900.00	67,101.11	487.62	0.00	-8,201.11	113.9
957.000 Motor Pool	36,050.00	36,050.00	12,016.68	3,004.17	0.00	24,033.32	33.3
970.000 Capital Outlay - under \$5,000	20,800.00	20,800.00	5,640.00	0.00	0.00	15,160.00	27.1
<b>WATER OPERATION</b>	<b>587,435.00</b>	<b>587,435.00</b>	<b>233,652.66</b>	<b>31,528.34</b>	<b>0.00</b>	<b>353,782.34</b>	<b>39.8</b>
Dept: 543 SEWER - WWTP							
702.000 Salaries	175,365.00	175,365.00	48,410.80	19,058.80	0.00	126,954.20	27.6
704.000 Overtime	12,602.00	12,602.00	8,138.84	2,245.50	0.00	4,463.16	64.6
708.000 Holiday/Vacation/Sick Sellback	2,000.00	2,000.00	0.00	0.00	0.00	2,000.00	0.0
712.001 Costs - Social Security	11,493.00	11,493.00	3,627.29	1,520.28	0.00	7,865.71	31.6
712.002 Costs - Medicare	2,688.00	2,688.00	848.36	355.57	0.00	1,839.64	31.6
712.005 Costs - MERS Contribution	0.00	0.00	715.50	715.50	0.00	-715.50	0.0
712.007 Costs - SUTA	547.00	547.00	112.98	112.98	0.00	434.02	20.7
712.009 Costs - Workers Compensation	4,250.00	4,250.00	1,490.64	533.04	0.00	2,759.36	35.1
712.010 Costs - Blue Cross Insurance	31,934.00	31,934.00	10,883.43	4,244.99	0.00	21,050.57	34.1
712.011 Costs - Life Insurance	605.00	605.00	214.20	63.00	0.00	390.80	35.4
712.013 Costs - HSA Contribution	9,000.00	9,000.00	8,250.00	2,250.00	0.00	750.00	91.7
712.014 Costs - Dental Insurance	2,399.00	2,399.00	824.87	339.67	0.00	1,574.13	34.4
712.015 Costs - Vision / Ancillary	1,416.00	1,416.00	472.00	118.00	0.00	944.00	33.3
715.000 Uniform & Cleaning Allowance	3,728.00	3,728.00	580.30	235.06	0.00	3,147.70	15.6
728.000 SUPPLIES - Operating	25,040.00	25,040.00	7,159.84	2,111.26	0.00	17,880.16	28.6
745.000 Chemicals	30,000.00	30,000.00	8,240.33	3,294.21	0.00	21,759.67	27.5
770.000 Vehicle Gas	4,250.00	4,250.00	1,024.05	278.59	0.00	3,225.95	24.1
801.000 Professional Services	24,500.00	24,500.00	17,758.47	7,736.07	0.00	6,741.53	72.5
822.000 Insurance	20,000.00	20,000.00	23,088.42	0.00	0.00	-3,088.42	115.4
824.000 Lab Testing	10,900.00	10,900.00	1,285.00	225.00	0.00	9,615.00	11.8
831.000 Contractual Repairs & Maint.	73,000.00	73,000.00	11,175.97	0.00	0.00	61,824.03	15.3
860.000 Travel & Training	4,000.00	4,000.00	55.00	55.00	0.00	3,945.00	1.4
870.000 Memberships & Dues	600.00	600.00	65.00	0.00	0.00	535.00	10.8
920.000 Gas	21,000.00	21,000.00	3,394.83	733.27	0.00	17,605.17	16.2
925.000 Electric	117,000.00	117,000.00	47,990.07	9,980.92	0.00	69,009.93	41.0
930.000 Repairs & Maintenance	86,500.00	86,500.00	13,872.47	1,209.10	0.00	72,627.53	16.0
957.000 Motor Pool	36,050.00	36,050.00	12,016.68	3,004.17	0.00	24,033.32	33.3
<b>SEWER - WWTP</b>	<b>710,867.00</b>	<b>710,867.00</b>	<b>231,695.34</b>	<b>60,419.98</b>	<b>0.00</b>	<b>479,171.66</b>	<b>32.6</b>
Dept: 544 SEWER COLLECTION (STREETS)							
702.000 Salaries	41,746.00	41,746.00	13,456.93	3,823.33	0.00	28,289.07	32.2
704.000 Overtime	1,750.00	1,750.00	923.04	469.14	0.00	826.96	52.7
708.000 Holiday/Vacation/Sick Sellback	2,500.00	2,500.00	0.00	0.00	0.00	2,500.00	0.0
712.001 Costs - Social Security	2,890.00	2,890.00	891.66	311.43	0.00	1,998.34	30.9
712.002 Costs - Medicare	676.00	676.00	208.54	72.83	0.00	467.46	30.8
712.007 Costs - SUTA	137.00	137.00	0.00	0.00	0.00	137.00	0.0
712.009 Costs - Workers Compensation	1,544.00	1,544.00	666.44	187.63	0.00	877.56	43.2

**REVENUE/EXPENDITURE REPORT  
DRAFT**

City of Manistee

For the Period: 7/1/2015 to 10/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 573 - WATER &amp; SEWER UTILITY</b>							
Expenditures							
Dept: 544 SEWER COLLECTION (STREETS)							
712.010 Costs - Blue Cross Insurance	12,041.00	12,041.00	5,022.67	1,004.41	0.00	7,018.33	41.7
712.011 Costs - Life Insurance	151.00	151.00	63.00	12.60	0.00	88.00	41.7
712.013 Costs - HSA Contribution	3,000.00	3,000.00	3,000.00	0.00	0.00	0.00	100.0
712.014 Costs - Dental Insurance	900.00	900.00	363.90	72.78	0.00	536.10	40.4
712.015 Costs - Vision / Ancillary	354.00	354.00	147.50	29.50	0.00	206.50	41.7
715.000 Uniform & Cleaning Allowance	2,366.00	2,366.00	315.97	27.60	0.00	2,050.03	13.4
728.000 SUPPLIES - Operating	5,000.00	5,000.00	76.88	0.00	0.00	4,923.12	1.5
745.000 Chemicals	3,000.00	3,000.00	0.00	0.00	0.00	3,000.00	0.0
801.000 Professional Services	35,000.00	35,000.00	0.00	0.00	0.00	35,000.00	0.0
831.000 Contractual Repairs & Maint.	15,300.00	15,300.00	0.00	0.00	0.00	15,300.00	0.0
860.000 Travel & Training	1,000.00	1,000.00	0.00	0.00	0.00	1,000.00	0.0
930.000 Repairs & Maintenance	18,000.00	18,000.00	839.33	26.52	0.00	17,160.67	4.7
957.000 Motor Pool	36,050.00	36,050.00	12,016.64	3,004.16	0.00	24,033.36	33.3
970.000 Capital Outlay - under \$5,000	4,800.00	4,800.00	400.00	0.00	0.00	4,400.00	8.3
<b>SEWER COLLECTION (STREETS)</b>	<b>188,205.00</b>	<b>188,205.00</b>	<b>38,392.50</b>	<b>9,041.93</b>	<b>0.00</b>	<b>149,812.50</b>	<b>20.4</b>
Dept: 574 DEBT SERVICE							
960.000 Bank Charges	1,500.00	1,500.00	802.50	0.00	0.00	697.50	53.5
995.003 1997 B SRF Bond Interest	1,463.00	1,463.00	731.25	0.00	0.00	731.75	50.0
995.005 1998 B SRF Bond Interest	12,488.00	12,488.00	7,087.50	0.00	0.00	5,400.50	56.8
995.007 1999 B SRF Bond Interest	18,688.00	18,688.00	10,125.00	0.00	0.00	8,563.00	54.2
995.008 2005 W/S Refunding Interest	133,283.00	133,283.00	71,791.25	71,791.25	0.00	61,491.75	53.9
995.009 2006 SRF Bond Interest	28,393.00	28,393.00	14,196.57	0.00	0.00	14,196.43	50.0
995.010 2010 SRF Bond Interest	13,402.00	13,402.00	6,888.44	0.00	0.00	6,513.56	51.4
995.011 2010 DWRP Bond Interest	9,375.00	9,375.00	4,812.50	0.00	0.00	4,562.50	51.3
995.012 2010 Capital Imp Bond Interest	127,588.00	127,588.00	0.00	0.00	0.00	127,588.00	0.0
995.013 2011 SRF Bond Interest	27,769.00	27,769.00	13,884.68	0.00	0.00	13,884.32	50.0
995.014 2011 DWRP Bond Interest	9,314.00	9,314.00	4,656.94	0.00	0.00	4,657.06	50.0
995.015 2015 W/S Revenue Bond - Int	86,250.00	86,250.00	43,375.00	43,375.00	0.00	42,875.00	50.3
<b>DEBT SERVICE</b>	<b>469,513.00</b>	<b>469,513.00</b>	<b>178,351.63</b>	<b>115,166.25</b>	<b>0.00</b>	<b>291,161.37</b>	<b>38.0</b>
Dept: 903 CAPITAL OUTLAY - over \$5,000							
987.002 2015 RenPk PS Generator	0.00	0.00	6,600.00	0.00	0.00	-6,600.00	0.0
987.003 2015 Industrial Park PS Upgrad	0.00	0.00	2,439.95	401.54	0.00	-2,439.95	0.0
987.004 2015 Sweetnam PS Upgrades	0.00	0.00	1,858.68	401.54	0.00	-1,858.68	0.0
987.006 2015 Riverbank Sewer Line	0.00	0.00	10,601.50	4,590.95	0.00	-10,601.50	0.0
987.007 2015 Sixth Ave Pump Station	0.00	0.00	18,752.62	12,022.70	0.00	-18,752.62	0.0
987.008 2015 Flow Monitoring	0.00	0.00	11,089.48	4,004.10	0.00	-11,089.48	0.0
<b>CAPITAL OUTLAY - over \$5,000</b>	<b>0.00</b>	<b>0.00</b>	<b>51,342.23</b>	<b>21,420.83</b>	<b>0.00</b>	<b>-51,342.23</b>	<b>0.0</b>
<b>Expenditures</b>	<b>3,054,596.00</b>	<b>3,054,596.00</b>	<b>1,605,901.76</b>	<b>745,396.49</b>	<b>0.00</b>	<b>1,448,694.24</b>	<b>52.6</b>
<b>Net Effect for WATER &amp; SEWER UTILITY</b>	<b>1,301,685.00</b>	<b>1,301,685.00</b>	<b>22,828.58</b>	<b>-239,178.90</b>	<b>0.00</b>	<b>1,278,856.42</b>	<b>1.8</b>
Change in Fund Balance:			22,828.58				

**REVENUE/EXPENDITURE REPORT**  
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City of Manistee

For the Period: 7/1/2015 to 10/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 594 - MARINA FUND</b>							
<b>Revenues</b>							
Dept: 000							
642.000 Sales	3,500.00	3,500.00	1,757.50	0.00	0.00	1,742.50	50.2
645.000 Charge for Sales - Fuel	90,900.00	90,900.00	77,318.68	0.00	0.00	13,581.32	85.1
646.000 Charge for Sales - Dockage	75,000.00	75,000.00	44,286.00	0.00	0.00	30,714.00	59.0
664.000 Interest Income	50.00	50.00	1.08	0.22	0.00	48.92	2.2
667.000 Rental Income	2,000.00	2,000.00	770.00	0.00	0.00	1,230.00	38.5
699.000 Transfers In	40,000.00	40,000.00	0.00	0.00	0.00	40,000.00	0.0
<b>Dept: 000</b>	<b>211,450.00</b>	<b>211,450.00</b>	<b>124,133.26</b>	<b>0.22</b>	<b>0.00</b>	<b>87,316.74</b>	<b>58.7</b>
<b>Revenues</b>	<b>211,450.00</b>	<b>211,450.00</b>	<b>124,133.26</b>	<b>0.22</b>	<b>0.00</b>	<b>87,316.74</b>	<b>58.7</b>
<b>Expenditures</b>							
Dept: 000							
704.000 Overtime	500.00	500.00	0.00	0.00	0.00	500.00	0.0
706.000 Part-Time	25,000.00	25,000.00	16,399.93	593.88	0.00	8,600.07	65.6
712.001 Costs - Social Security	1,581.00	1,581.00	1,095.37	115.40	0.00	485.63	69.3
712.002 Costs - Medicare	370.00	370.00	256.18	26.99	0.00	113.82	69.2
712.007 Costs - SUTA	367.00	367.00	252.81	-3.21	0.00	114.19	68.9
712.009 Costs - Workers Compensation	895.00	895.00	733.94	65.88	0.00	161.06	82.0
728.000 SUPPLIES - Operating	7,500.00	7,500.00	2,740.48	-33.84	0.00	4,759.52	36.5
730.000 SUPPLIES - Fuel	81,990.00	81,990.00	67,901.45	0.00	0.00	14,088.55	82.8
801.000 Professional Services	500.00	500.00	0.00	0.00	0.00	500.00	0.0
820.000 Administration	10,573.00	10,573.00	5,286.50	2,643.25	0.00	5,286.50	50.0
822.000 Insurance	1,750.00	1,750.00	1,664.42	0.00	0.00	85.58	95.1
831.000 Contractual Repairs & Maint.	3,500.00	3,500.00	980.93	0.00	0.00	2,519.07	28.0
892.500 Marketing	4,000.00	4,000.00	0.00	0.00	0.00	4,000.00	0.0
920.000 Gas	1,400.00	1,400.00	272.24	52.48	0.00	1,127.76	19.4
922.000 Water	8,000.00	8,000.00	4,412.25	1,175.40	0.00	3,587.75	55.2
925.000 Electric	15,000.00	15,000.00	3,742.02	131.35	0.00	11,257.98	24.9
930.000 Repairs & Maintenance	3,000.00	3,000.00	2,061.70	1,170.74	0.00	938.30	68.7
958.000 Sales Tax	4,000.00	4,000.00	3,313.69	0.00	0.00	686.31	82.8
960.000 Bank Charges	8,500.00	8,500.00	3,910.39	0.00	0.00	4,589.61	46.0
<b>Dept: 000</b>	<b>178,426.00</b>	<b>178,426.00</b>	<b>115,024.30</b>	<b>5,938.32</b>	<b>0.00</b>	<b>63,401.70</b>	<b>64.5</b>
Dept: 574 DEBT SERVICE							
998.001 Marina Bldg - Interest	9,581.00	9,581.00	0.00	0.00	0.00	9,581.00	0.0
998.003 Interest - Internal Loan	5,540.00	5,540.00	5,540.24	5,540.24	0.00	-0.24	100.0
<b>DEBT SERVICE</b>	<b>15,121.00</b>	<b>15,121.00</b>	<b>5,540.24</b>	<b>5,540.24</b>	<b>0.00</b>	<b>9,580.76</b>	<b>36.6</b>
<b>Expenditures</b>	<b>193,547.00</b>	<b>193,547.00</b>	<b>120,564.54</b>	<b>11,478.56</b>	<b>0.00</b>	<b>72,982.46</b>	<b>62.3</b>
<b>Net Effect for MARINA FUND</b>	<b>17,903.00</b>	<b>17,903.00</b>	<b>3,568.72</b>	<b>-11,478.34</b>	<b>0.00</b>	<b>14,334.28</b>	<b>19.9</b>
Change in Fund Balance:			3,568.72				

**REVENUE/EXPENDITURE REPORT**  
DRAFT

City of Manistee

For the Period: 7/1/2015 to 10/31/2015	Original Bud.	Amended Bud.	YTD Actual	CURR MTH	Encumb. YTD	UnencBal	% Bud
<b>Fund: 661 - MOTOR POOL FUND</b>							
Revenues							
Dept: 000							
664.000 Interest Income	0.00	0.00	17.49	5.09	0.00	-17.49	0.0
670.002 Equipment Rental - City Mgr.	0.00	0.00	3,090.00	772.50	0.00	-3,090.00	0.0
670.003 Equipment Rental - Fire	0.00	0.00	21,286.68	5,321.67	0.00	-21,286.68	0.0
670.004 Equipment Rental - Parks	0.00	0.00	12,360.00	3,090.00	0.00	-12,360.00	0.0
670.005 Equipment Rental - Police	0.00	0.00	10,643.32	2,660.83	0.00	-10,643.32	0.0
670.006 Equipment Rental - Public Work	0.00	0.00	24,720.00	6,180.00	0.00	-24,720.00	0.0
670.007 Equipment Rental - StreetSewer	0.00	0.00	12,016.64	3,004.16	0.00	-12,016.64	0.0
670.008 Equipment Rental - Water	0.00	0.00	12,016.68	3,004.17	0.00	-12,016.68	0.0
670.009 Equipment Rental - WWTP	0.00	0.00	12,016.68	3,004.17	0.00	-12,016.68	0.0
Dept: 000	0.00	0.00	108,167.49	27,042.59	0.00	-108,167.49	0.0
Revenues	0.00	0.00	108,167.49	27,042.59	0.00	-108,167.49	0.0
Expenditures							
Dept: 000							
822.000 Insurance	0.00	0.00	33,177.00	0.00	0.00	-33,177.00	0.0
974.002 FIRE - Rescue Ambulance	0.00	0.00	29,000.00	0.00	0.00	-29,000.00	0.0
Dept: 000	0.00	0.00	62,177.00	0.00	0.00	-62,177.00	0.0
Expenditures	0.00	0.00	62,177.00	0.00	0.00	-62,177.00	0.0
Net Effect for MOTOR POOL FUND	0.00	0.00	45,990.49	27,042.59	0.00	-45,990.49	0.0
Change in Fund Balance:			45,990.49				
Grand Total Net Effect:	1,371,154.00	1,336,854.00	1,008,692.67	-565,788.54	0.00	328,161.33	

## Resolution to Set an Alternate Date for the December Board of Review

WHEREAS, Section 53b of the General Property Tax Act, MCL 211.53b, requires a Board of Review that meets in December on Tuesday following the second Monday in December.

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

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

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

NOW, THEREFORE, BE IT RESOLVED that Wednesday of the week of the second Monday of December (December 16, 2015) is set for the December 2015 Board of Review by the City Council of the City of Manistee on December 1, 2015.

The foregoing resolution offered by Council Member \_\_\_\_\_.

Second offered by Council Member \_\_\_\_\_.

Upon roll call vote the following voted "Yes": \_\_\_\_\_

"No": \_\_\_\_\_

The Mayor declared the resolution adopted.

\_\_\_\_\_  
Michelle Wright, Clerk

Date: 12-1-2015

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INTEROFFICE MEMORANDUM

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TO: ED BRADFORD *WMS 11/13/15*  
FROM: MOLLY WHETSTONE  
SUBJECT: CITY OF MANISTEE POVERTY EXEMPTION  
DATE: OCTOBER 9, 2015  
CC:

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I have attached the Poverty Exemption Guidelines that we use in all the units that we assess. It provides an asset test along with several changes that I think we need to make. The biggest issue is when you have multiple people on the deed, as in a life estate, you have to count the assets of all the people on the deed. Another change would be if you purchase a home or build a home you cannot apply for a hardship exemption for 3 years. These guidelines also give the Board of Review the ability to grant up to 100%. This allows the Board of Review some latitude in granting exemptions.

With the proposed changes that I have proposed the Board of Review can deviate from the guidelines as long as they are in accordance with the following.

MCL 211.7u(5), permits the Board of Review to deviate from this mandate only when there are "substantial and compelling reasons why there should be a deviation from the policy and guidelines." If the Board of Review deviates from the policy and guidelines, they are **required** by statute to communicate the substantial and compelling reasons for the deviation from the guidelines *in writing* to the claimant.

For example, a wife suffers a catastrophic illness, and the husband is forced to reduce his work hours to care for her. Their medical bills exceed their insurance coverage and they have used their savings, credit and income to pay those bills, leaving no funds to pay the taxes. Even if their assets exceed the township's maximum asset amount, a board of review might consider these substantial and compelling reasons to deviate from the guidelines.

I have enclosed Bulletin 12, the old guidelines and the proposed Hardship Guidelines for your review.

2016

**A RESOLUTION ESTABLISHING POVERTY GUIDELINES FOR EXEMPTION  
FROM PROPERTY TAX CONTRIBUTIONS**

**WHEREAS**, the adoption of guidelines for poverty exemptions is within the purview of the city council; and

**WHEREAS**, the homestead of persons who, in the judgment of the Board of Review, by reason of poverty, are unable to contribute to the public charges is eligible for exemption in whole or part from taxation under Public Act 390, 1994(MLC211.7u) and

**WHEREAS**, pursuant to PA390, 1994 City of Manistee, Manistee County adopts the following guidelines for the board of review to implement. The guidelines shall include but not be limited to the specific income and assets levels of the claimant and all persons residing in the household, including any property tax credit returns, filed in the current or immediately preceding year;

**PROCESS:**

To file a poverty exemption from property tax contribution in the City of Manistee, the following processes shall be used:

1. File a claim with the board of review, accompanied by federal and state tax returns for all persons residing in the homestead, including any property tax credit returns filed in the immediately preceding year or in a current year or an affidavit that states that you are not required to file a tax return as provided by the state tax commission.
2. Produce a valid driver's license or other form of identification if requested.
3. Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is requested.
4. The application for and exemption shall be filed after January 1, but before the day prior to the last day of board of review.
5. Any tax exemption given to an individual under these guidelines shall be for the one (1) year's taxes and a new application will be required for the next year.

**ELIGIBILITY:**

Eligibility for exemption from property tax contributions is set as follows:

1. Be an owner of and occupy as a homestead the property for which an exemption is requested.
  2. Meet the federal poverty income standards as defined and determined annually by the United States Office of Management and Budget and the State Tax Commission of Michigan.
  3. The guidelines apply to individuals and not to corporations, partnerships, associations, or trusts. In the event that a partnership, association, or co-owners apply, the guidelines apply to the total assets of all individuals involved. In the event that a trustee, guardian, personal representative or other administrator applies, the guidelines apply to the total assets of the beneficiaries, in or out of the trust or estate, no matter how held. The purpose of this rule is to have the guidelines apply to the assets of all individuals involved.
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4. The guidelines apply to both an owner of a life estate and all remainder interests together, but the incomes of the owner of a life estate and incomes of all interested persons and household members shall be combined for determination of whether the poverty threshold has been met. The owner of the life estate must reside upon and use the property as his or her principal residence in accordance with MCL211.7u and 211.7dd.
5. You will not qualify for an exemption if you have purchased your homestead or built a homestead within three (3) years of application.
6. The guidelines shall include an analysis of all gifts given by the applicants within three (3) years of the date of the application. An applicant cannot divest him or herself of assets and then claim poverty. No fixed amount is set as a factor, as each applicant must be handled on a case-by-case basis.
7. It is possible for an applicant to qualify under each separate factor but not qualify when all factors are considered together. The following are examples of how a combination of factors may disqualify a person:
  - a. An applicant has a total asset value of \$40,000.00 but gave away \$22,000.00 within the last three (3) years.
  - b. An applicant qualifies under income or asset factors but recently spent \$10,000.00 for a life insurance policy with his or her children as beneficiaries.
  - c. The applicant qualifies under the asset or income levels but voluntarily quits a job that would otherwise render the applicant ineligible for a poverty exemption.

#### **ASSET DETERMINATION:**

A number of factors will be weighed in order to determine whether an applicant qualifies for an exemption.

1. Factors analyzed will include the following:
  - a. Income levels
  - b. Total value of liquid assets
  - c. Total non-homestead real property
  - d. Total acreage owned: could include the minimum zoning footprint for the home
  - e. Non-essential personal property
  - f. Total value of all assets
  - g. Gifts made within three (3) years
  - h. Employability
  - i. Retirement account, value I.R.A., 401K, etc. Other factors suggesting an individual's worth, including, but not limited to life insurance, business, lawsuits, judgments due, etc.

In compliance with *Ferrero v Walton Township*, 295 Mich App 475: 813 NW2d 368 (2012), when determining "total applicant obtained from claiming homestead property tax exemption and receiving a property tax credit therefrom. Returns concerning the homestead property tax credit may be used only to ensure compliance with Paragraph 4 of this policy.

"Total household Income" is defined as money, wages, and salaries before deductions; net receipts from non-farm self-employment, business, professional, enterprise, or partnership after, deductions for business expenses; regular payments from social security, retirement, unemployment or worker's compensation, veteran's payments, public assistance; alimony, child support, military family allotments or other regular support from an absent family member or someone not living in the household; private pensions, government pensions, annuity or insurance

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payments; scholarships, grants, fellowships, assistantships, dividends, interest, rental income, royalties, periodic receipts from estates or trusts, and gambling or lottery winnings.

2. Total liquid assets must not exceed the value of \$10,000.00 unless the total liquid and non-liquid assets are underneath the applicable federal poverty guidelines threshold. Assets beneath \$10,000.00 shall be considered together with other factors in order to determine eligibility. Liquid assets to be considered include cash, unrestricted deposits and accounts, securities, bonds, promissory notes, stocks, and other similar type of assets.
3. Total non-homestead and non-qualified agricultural real property shall not exceed the value of \$1000.00 unless the total liquid and non-liquid assets to be considered are underneath the applicable federal poverty guidelines threshold.
4. The non-essential personal property shall not exceed \$5000.00. Non-essential personal property includes but is not limited to horses, snowmobiles, boats, motorcycles, jet skis, and all-terrain vehicles. The purpose of this factor is to exclude from poverty consideration those individuals who have purchased recreational, hobby, or sporting property, not related to essential needs.
5. Total assets should not exceed \$30,000.00. Prepaid funeral expenses are not considered an asset.
6. Board of Review may grant an exemption of up to a 100% .

**NOW, THEREFORE, BE IT HEREBY RESOLVED**, that the board of review shall follow the above stated policy and federal guidelines in granting or denying an exemption, unless the board of review determines that there are substantial and compelling reasons why there should be a deviation from the policy and federal guidelines and those are communicated in writing to the claimant.

The foregoing resolution offered by Council Member \_\_\_\_\_ and support by Council Member \_\_\_\_\_.

Upon Roll Call Vote motion carried unanimously.

Aye:

Nay:

Absent:

The Mayor declared the resolution adopted.

\_\_\_\_\_  
\_\_\_\_\_, Mayor

#### CERTIFICATION

I, the undersigned and duly qualified clerk of the City of Manistee, Manistee County, Michigan, (the "City") do hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council at a regular meeting held on \_\_\_\_\_ the original of which is on file in my office and that public notice of said meeting was given pursuant to and in compliance with Act 267 of the Public Acts of Michigan of 1976, as amended.

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**GUIDELINES FOR POVERTY EXEMPTION  
FROM PROPERTY TAX**

**ELIGIBILITY REQUIREMENTS OF THE CITY OF MANISTEE, COUNTY OF MANISTEE**

To be eligible, a person shall do all the following on an annual basis:

- 1) Be an owner of and occupy as a homestead the property for which an exemption is requested.
- 2) File a claim with the Assessor or Board of Review, accompanied by federal and state income tax returns for all persons residing in the homestead, including any property tax credit returns filed in the immediately preceding year or in the current year. Verification of income must be submitted if income tax returns are not filed.
- 3) Be available during the meeting time of the last day of the March Board of Review, or the meeting time of the July and December Boards of Review, to personally appear before the Board of Review, if requested.
- 4) Produce a valid driver's license or other form of identification if requested.
- 5) Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is requested if requested.
- 6) Meet the federal poverty income standards as defined and determined annually by the United States Department of Health and Human Services.
- 7) File a claim reporting that the combined assets of all persons residing in the homestead not exceed \$24,009 ( $\$23,631((2014 \text{ asset level})) \times 1.016((2015 \text{ Consumer Price Index})) = \$24,009$ ). Assets include but are not limited to, real estate other than the principal residence or homestead, personal property, motor vehicles, recreational vehicles and equipment, certificates of deposit, savings accounts, checking accounts, stocks, bonds, life insurance, retirement funds, etc.
- 8) The application for an exemption shall be filed after January 1, but before the day prior to the last day of board of review. The filing of this claim constitutes an appearance before the board of review for the purpose of preserving the right of appeal to the Michigan Tax Tribunal.

The following are the federal poverty income standards which are updated annually by the United States Department of Health and Human Services. The annual allowable income includes income for all persons residing in the homestead.

*Federal Poverty Guidelines for 2015 Assessments*

<b>Number of persons residing in homestead</b>	<b>Poverty Guidelines Annual allowable income</b>
1 person	11,670.
2 persons	15,730.
3 persons	19,790.
4 persons	23,850
5 persons	27,910.
6 persons	31,970.
7 persons	36,030.
8 persons	40,090.
Each additional person, add	4,060.



STATE OF MICHIGAN  
DEPARTMENT OF TREASURY  
LANSING

RICK SNYDER  
GOVERNOR

ANDY DILLON  
STATE TREASURER

**BULLETIN NO. 5 of 2012  
POVERTY EXEMPTIONS  
May 29, 2012**

**TO:** Assessor and Equalization Directors  
**FROM:** State Tax Commission  
**SUBJECT:** Poverty Exemptions

**Bulletin 7 of 2010 is rescinded. This Bulletin has been updated to reflect changes in what is considered income for the asset test, due to the Court of Appeals determination in Ferrero v Township of Walton. These changes are described in Section C below. Also included are changes in the requirement of federal and state income tax returns due to the passage of Public Act 135 of 2012.**

The purpose of this bulletin is to provide additional guidance to assessors and Equalization Directors to provide to Boards of Review regarding poverty exemptions, MCL 211.7u.

If a person's financial situation prevents them from being able to pay the property taxes on his/her home is there a way to reduce the amount of property taxes the taxpayer must contribute?

MCL 211.7u of the General Property Tax Act, MCL 211.1, et. seq., allows a property tax exemption for the principal residence of persons who, in the judgment of the supervisor and board of review, by reason of poverty, are unable to contribute to the public charges.

To be eligible for the poverty exemption, a person must own and occupy the principal residence for which the exemption is requested, file a claim (each year the exemption is sought) with the supervisor or board of review on the city/township's form, along with federal and state income tax returns for all persons residing in the principal residence or file an affidavit for all persons residing in the residence who were not required to file federal or state income tax returns for the current or preceding tax year, show proof of ownership, and meet federal poverty income standards annually determined by the U.S. Office Department of Health and Human Services or standards adopted by the local assessing unit's governing body (if the local assessing unit's standards are less strict than the federal guidelines). *See Section D: Filing for the Poverty Exemption below.*

## A. Poverty Exemption Guidelines Options

MCL 211.7u was significantly altered by PA 390 of 1994 and was further amended by PA 620 of 2002 and PA 104 of 2003.

Pursuant to MCL 211.7u(2)(e), local governing bodies are required to adopt guidelines that set income levels for their poverty exemption guidelines and those income levels **shall not be set lower** by a city or township than the federal poverty guidelines updated annually by the U.S. Department of Health and Human Services. This means, for example, that the income level for a household of 4 persons **shall not** be set lower than \$22,100, shown in the chart in Section B below. The income level for a family of 4 persons, however, may be set higher than \$22,400 by the local assessing unit.

In order to determine a taxpayer's eligibility for poverty exemption guidelines, PA 390 of 1994 states that the poverty exemption guidelines established by the governing body of the local assessing unit shall also include an asset level test. An asset test means the amount of cash, fixed assets or other property that could be used, or converted to cash for use in the payment of property taxes for the year the property exemption claim was filed. The asset test should calculate a maximum amount permitted and all other assets above that amount should be considered as available. The determination of the amount of the asset level test is left to the discretion of the local assessing unit.

## B. Federal Poverty Guidelines Used in the Determination of Poverty Exemptions for 2012.

The following are the federal poverty guidelines for use in setting poverty exemption guidelines for the 2012 assessments.

Size of Family Unit	Poverty Guidelines
1	\$ 10,900
2	\$ 14,700
3	\$ 18,500
4	\$ 22,400
5	\$ 26,200
6	\$ 30,000
7	\$ 33,800
8	\$ 37,600
For each additional person	\$3,800

The income guidelines shall include, but are not limited to, the specific income for the person claiming the exemption, and should also include anyone else who is living at the claimant's household. According to the U.S Census Bureau, "income" includes:

- Money, wages, and salaries before any deductions.
- Net receipts from non-farm self-employment. (These are receipts from a person's own business, professional enterprise, or partnership, after deductions for business expenses.)

- Net receipts from farm self-employment. (the same provisions as above for self-employment.)
- Regular payments from social security, railroad retirement, unemployment, worker's compensation, veteran's payments and public assistance.
- Alimony, child support, and military family allotments.
- Private pensions, governmental pensions, and regular insurance or annuity payments,
- College or university scholarships, grants, fellowships, and assistantships.
- Dividends, interest, net rental income, net royalties, periodic receipts from estates or trusts, and net gambling or lottery winnings.

For example, it is possible that a claimant might meet the income test for the poverty exemption for all the persons living at the claimant's household but the claimant does not meet the asset level test of the entire household or some additional test adopted by the local governing body. In this situation the claimant would **not qualify** for the poverty exemption even though the income level for the entire household test was met.

### **C. Asset Tests for the Poverty Exemption**

The local governing body must adopt poverty exemption income guidelines and an asset level test. The asset test may include a variety of assets that the board believes should be considered in determining the applicant's eligibility. The asset test, however, does not include the principal residence.

According to the Michigan Tax Tribunal in *Robert Taylor v Sherman Twp.* (MTT Small Claims Division, Docket No. 236230, August 13, 1997), the Tax Tribunal views the 'asset test' to be an indication of funds available which might be used to pay one's taxes. In *Taylor*, Tax Tribunal held, "If the equity of the homestead is included, it would require the Petitioner to sell his homestead or borrow against the equity to pay the taxes. The Tribunal finds that the inclusion of the value of the equity is inconsistent with the basic intent of the granting of poverty exemptions, that being to enable the petitioning party to maintain their homestead."

The Michigan Court of Appeals ruled in *Ferrero v Township of Walton* (302221) that monies received pursuant to MCL 206.520 (homestead property tax credit) is a rebate of property taxes and is not income for purposes of MCL 211.7u.

The local governing body should set a maximum asset amount that would likely result in receiving a 0% poverty exemption. This could be either a dollar amount or a percentage of total income.

For example, a governing body could decide that claimants with a total asset value of \$15,000 or more will receive a 0% poverty exemption, even though they meet the federal poverty income guidelines. Or, another township could decide that its maximum value of

assets eligible for the exemption is \$150,000.

Based upon the assets listed on a poverty exemption application, the Board of Review may grant the application a 0% to 100% exemption. This does not preclude the local governing body with from allowing an applicant to own other things, in addition to the house and still receive a poverty exemption. Possible examples include:

- Additional vehicles
- More land than a minimum “footprint” for the home
- Equipment or other personal property of value, including recreational vehicles (campers, motor homes, boats, ATV’s etc.)
- Bank account(s) up to a specified amount

A local governing unit, however, may require an applicant to list all of his/her assets to apply for a poverty exemption. Below are some examples of assets the local governing may choose to ask an applicant to list. (This is not an exhaustive list).

- A second home
- Land
- Vehicles
- Recreational vehicles such as campers, motor-homes, boats and ATV’s
- Buildings other than the residence
- Jewelry
- Antiques
- Artworks
- Equipment
- Other personal property of value
- Bank accounts over a specified amount
- Stocks
- Money received from the sale of property such as stocks, bonds, a house or a car unless a person is in the specific business of selling such property.
- Withdrawals of bank deposits and borrowed money.
- Gifts, loans, lump-sum inheritances, and one-time insurance payments.
- Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms.
- Federal non-cash benefits programs such a Medicare, Medicaid, food stamps, and school lunches.

Pursuant to PA 390 of 1994, all local governing units **shall** make available the local policy and guidelines established for granting poverty exemptions to a requesting taxpayer.

The local governing unit is required by MCL 211.7u(5) to follow the established policy and guidelines of the local assessing unit in granting or denying a poverty exemption. MCL 211.7u(5), permits the Board of Review to deviate from this mandate only when

there are “substantial and compelling reasons why there should be a deviation from the policy and guidelines.” If the Board of Review deviates from the policy and guidelines, they are **required** by statute to communicate the substantial and compelling reasons for the deviation from the guidelines *in writing* to the claimant.

For example, a wife suffers a catastrophic illness, and the husband is forced to reduce his work hours to care for her. Their medical bills exceed their insurance coverage and they have used their savings, credit and income to pay those bills, leaving no funds to pay the taxes. Even if their assets exceed the township’s maximum asset amount, a board of review might consider these substantial and compelling reasons to deviate from the guidelines.

#### **D. Filing Requirements for the Poverty Exemption**

In order to be eligible for the poverty exemption, the claimant must do all of the following on an annual basis.

- 1) Own and occupy as a principal residence for which the exemption is requested.
- 2) File a claim with the supervisor or the local board of review after January 1<sup>st</sup> but before the day prior to the last day of the Board of Review on a form provided by the local assessing unit. (Note: the filing of this claim constitutes an appearance before the March Board of Review for the purpose of preserving the right to appeal to the Michigan Tax Tribunal).
- 3) Provide federal and state income tax returns for all persons residing in the principal residence including any property tax credit returns. These income tax returns shall include those filed in the current year or in the immediately preceding year. An affidavit may be filed for all persons residing in the residence who were not required to file federal or state income tax returns in the current year or in the immediately preceding year.
- 4) Produce a valid driver’s license or other form of identification if requested by the supervisor or board of review.
- 5) Produce a deed, land contract, or other evidence of ownership of the property for which an exemption is being requested if requested by the supervisor or the board of review.
- 6) Meet the federal poverty income standards as defined and determined annually by the United States Department of Health and Human Services OR meet the alternative income standards adopted by the local governing body. **Important: alternative guidelines shall not require less income to qualify for the poverty exemption than the federal guidelines require.**
- 7) Meet the asset levels set by the local governing body.
- 8) Meet any other tests that may be set by the local governing body.

## **E. Poverty Exemption for Principal Residence and Qualified Agricultural Property**

According to PA 104 of 2003, Eff. January 1, 2004, the poverty exemption only applies to an individual homeowner for his/her "principal residence." As used in MCL 211.7u, "principal residence" means a principal residence or a qualified agricultural property as defined by MCL 211.7dd.

No property owned by a corporation may receive the poverty exemption. This means that even if a corporation meets the definition of a principal residence or of qualified agricultural property a corporation shall not be eligible to receive the poverty exemption.

## **F. Requesting a Poverty Exemption and Appealing Assessment**

PA 390 of 1994 allows a claimant requesting a poverty exemption to also appeal his/her assessment before the March Board of Review in the same year.

## **G. Appealing BOR decisions regarding the Poverty Exemption to the MTT**

A property owner or an assessor may appeal the March Board of Review's decision granting or denying a poverty exemption to the Michigan Tax Tribunal. Appeals to the MTT must be made by July 31 of the same year.

## **H. Partial Poverty Exemption for Principal Residences and Qualified Agricultural Property**

PA 390 of 1994 allows for partial poverty exemptions. A partial poverty exemption is an exemption of only a part of the taxable value of the property rather than the entire taxable value. The local governing body could limit its poverty exemptions to partial exemptions or to minimum or maximum exemptions of their choosing.

## **I. Comments by the State Tax Commission**

The State Tax Commission is concerned regarding the apparent trend toward the abuse of the poverty exemption. The rules and guidelines that PA 390 of 1994 will enable local units to more fairly and consistently exempt qualifying property owners, and will provide better audit tools to local units and the State Tax Commission to prevent abuse of the exemption. Assessors, Boards of Review and Supervisors should all be aware that the 1963 Michigan Constitution still provides a narrow construction of what is, and what is not exempt. Only those poverty exemptions where the claimant meets the requirements of the Act should be granted.



## Administrative Services Office



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**Memo to:** Ben Bifoss, Interim City Manager  
**From:** Edward Bradford, CFO *EB*  
**Re:** License Agreement with The Lamar Companies ("Lamar")  
**Date:** November 16, 2015

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Ben,

In 2010, the City signed a license agreement with Lamar for City property along M-55 where they have five illuminated billboards. These signs were previously acquired by Lamar from Amor Signs and Orchard Beach Aviation. The license agreement called for an annual license fee of \$2,500.

The new agreement is similar to the original. The primary changes are the term, amount of license fee and indemnification. The term is for five years instead of three. The license fee increases to \$2,750 January 1, 2016 and then to \$2,900 January 1, 2019. The indemnification clause requires Lamar to return the property to its natural state within sixty days of the license being terminated.

City Attorney George Saylor prepared the agreement.

## LICENSE AGREEMENT

THIS AGREEMENT, is entered into on the dates shown below, and effective as of the date the last party signs, by and between the CITY OF MANISTEE, a municipal corporation, of 70 Maple Street, Manistee, Michigan, 49660 (“Licensor”) and THE LAMAR COMPANIES, of 3639 Cass Road, Traverse City, Michigan, 49685-0152 (“Licensee”);

W I T N E S S E T H:

WHEREAS, Licensor is the owner of the following described lands situated in the Township of Manistee, County of Manistee and State of Michigan and further described as follows, to wit:

The NW 1/4 of the SE 1/4 and the NE 1/4 of the SW 1/4, lying Easterly of the M-55 Right of Way, Section 8, T21N, R16W, Manistee Township, Manistee County, Michigan. (the “Premises”); and,

WHEREAS, Licensee has previously erected and maintained five (5) illuminated highway signs on the Premises, pursuant to Permit Nos. 33517, 32701, 31386, 32263, 32690 issued by the Michigan Department of Transportation.

WHEREAS, Licensor desires to allow such signs to continue to be located and maintained on the Premises under the terms of this License Agreement;

NOW THEREFORE, the parties agree as follows:

1. Grant of License. Licensor hereby grants to Licensee a license to use the portion of the Premises now occupied by the highway signs, with reasonable access thereto for purposes of maintaining and improving the highway signs, subject to the terms and conditions of this Agreement. Licensee shall use the Premises only for the maintenance and display of the five (5) highway signs referred to above, and for no other purpose, and shall observe and comply with all federal, state and local laws and regulations in the placement and maintenance thereof. Licensee may clear and remove trees and underbrush that may interfere with the visibility of the highway signs from highway M-55.

2. Duration of License. The license herein granted shall continue for five (5) years beginning January 1, 2016 and ending December 31, 2020.. Licensor may terminate the license as follows:

A. At any time Licensee damages the Premises in any way; or,

B. At any time Licensee uses the Premises in any manner that is in violation of the terms of this Agreement, including failure to pay the annual license fee called for herein.

C. At any time Licensee transfers, assigns, sells or in any other way conveys its interest in the highway signs to anyone, regardless whether such transfer, assignment, sale or conveyance is voluntary, involuntary, or under threat of eminent domain or other judicial or administrative proceedings.

D. At any time upon ninety (90) days written notice to Licensee at its address stated above.

E. At any time should the highway signs become illegal under or by virtue of any federal, state or local law or regulation.

3. License Fee. Licensee shall pay to Licensor, annually, on or before the first day of each annual period, for a term of five (5) years, as follows:

2016 - \$2,750  
2017 - \$2,750  
2018 - \$2,750  
2019 - \$2,900  
2020 - \$2,900

If the license herein granted is terminated and such termination is effective as of a date other than an anniversary date hereof (January 1<sup>st</sup> of each year), Licensee shall be entitled to a pro-rata return of the licensing fee, paid in advance, but otherwise shall have no rights or interest in the Premises or the proceeds from the sale or other voluntary or involuntary transfer of the Premises, the return of a pro-rata portion of the licensing fee being Licensee's sole and exclusive remedy upon termination of the license herein granted.

4. Licensor's Agreement. Licensor agrees that it will not grant any other licenses or other permission to any other person, firm or corporation to erect and maintain advertising or display signs (but not including highway directional or traffic signs) on the Premises within Three Hundred (300) feet of the location of Licensee's highway signs, without Licensee's prior written consent. Licensor further agrees not to allow any other use of the Premises that would obstruct the clear view of Licensee's highway signs from highway M-55 or distract attention away from such highway signs.

5. Acknowledgment of Licensor's Title. Licensee does not claim title to or any interest in the Premises, except as a licensee pursuant to this Agreement. Licensee shall not have any property or liberty interest in the expectation of the continuing nature of this license or in its continuation, all such property or liberty interests being expressly disclaimed by the parties hereto in recognition of the terminable nature of a mere license.

6. Acknowledgment of Licensee's Title. Licensor does not claim title to or any interest in the highway signs presently located on the Premises, all of which shall remain the sole property of Licensee and may be removed as such.

7. Termination by Licensee. This license may be terminated by Licensee at any time by giving ninety (90) days written notice to Licensor or by Licensee's removal of its highway signs from the Premises. Any license fees paid in advance shall be returned pro-rata to Licensee in accordance with paragraph 3 above.

8. Indemnification. Licensee shall indemnify and hold harmless Licensor from and against all injury to persons (including death) and all damage to property arising from the erection, maintenance, improvement or removal of the highway signs or any part thereof, including all costs and expenses associated therewith, including actual attorneys fees, including costs associated with restoring the property to its natural state and removing any property not removed by Licensee within sixty (60) days of termination, and, upon demand by Licensor, shall undertake the defense of all such claims that may be asserted or threatened against Licensor.

9. Transfer and Assignment. This license does not inure to the benefit of, nor does it bind, the parties' successors and assigns and shall terminate automatically upon the sale or other transfer of the Premises or upon the sale or other transfer of any interest in the highway signs. Licensor has no obligation or duty to offer a license to any successor or assign of Licensee.

10. Governing Law. This Agreement shall be governed by Michigan law in its interpretation and enforcement.

11. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter and there are no prior or contemporaneous agreements, oral or written, not superseded hereby.

12. Amendments. This Agreement may be amended only by another instrument in writing and signed by both parties hereto.

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

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

City of Manistee, Licensor

By: \_\_\_\_\_  
Its: Mayor

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

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

The Lamar Sign Company, Licensee

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

Original Agreement

**LICENSE AGREEMENT**

THIS AGREEMENT, is entered into on the dates shown below, and dated as of the date the last party signs, by and between the CITY OF MANISTEE, a municipal corporation, of 70 Maple Street, Manistee, Michigan, 49660 ("Licensor") and THE LAMAR COMPANIES, of 3639 Cass Road, Traverse City, Michigan, 49685-0152 ("Licensee");

WITNESSETH:

WHEREAS, Licensor is the owner of the following described lands situated in the Township of Manistee, County of Manistee and State of Michigan and further described as follows, to wit:

The NW 1/4 of the SE 1/4 and the NE 1/4 of the SW 1/4, lying Easterly of the M-55 Right of Way, Section 8, T21N, R16W, Manistee Township, Manistee County, Michigan. (the "Premises"); and,

WHEREAS, Licensee has previously erected and maintained (5), five illuminated highway signs on the Premises, pursuant to Permit Nos. 33517, 32701, 31386, 32263, 32690 issued by the Michigan Department of Transportation.

WHEREAS, Licensor desires to consolidate all prior agreements between the parties and allow such signs to continue to be located and maintained on the Premises under the terms of one License Agreement;

NOW THEREFORE, the parties agree as follows:

1. Grant of License. Licensor hereby grants to Licensee a license to use the portion of the Premises now occupied by the highway signs, with reasonable access thereto for purposes of maintaining and improving the highway signs, subject to the terms and conditions of this Agreement. Licensee shall use the Premises only for the maintenance and display of the five (5) highway signs referred to above, and for no other purpose, and shall observe and comply with all federal, state and local laws and regulations in the placement and maintenance thereof. Licensee may clear and remove trees and underbrush that may interfere with the visibility of the highway signs from highway M-55.

2. Duration of License. The license herein granted shall continue until it is terminated. Licensor may terminate the license as follows:

A. At any time Licensee damages the Premises in any way; or,

B. At any time Licensee uses the Premises in any manner that is in violation of the terms of this Agreement, including failure to pay the annual license fee called for herein.

C. At any time Licensee transfers, assigns, sells or in any other way conveys its interest in the highway signs to anyone, regardless whether such transfer, assignment, sale or conveyance is voluntary, involuntary, or under threat of eminent domain or other judicial or administrative proceedings.

D. At any time upon ninety (90) days written notice to Licensee at its address stated above.

E. At any time should the highway signs become illegal under or by virtue of any federal, state or local law or regulation.

3. License Fee. Licensee shall pay to Licensor, annually, on the anniversary date of this Agreement, for a term of three (3) years the sum of \$2,500 Dollars as a license fee. Payments previously made pursuant to former license agreements or leases for any portion of the term provided herein will be prorated and applied to the payments provided for in this License Agreement. If the license herein granted is terminated for any reason and such termination is effective as of a date other than an anniversary date hereof, Licensee shall be entitled to a pro-rata return of the licensing fee, paid in advance, but otherwise shall have no rights or interest in the Premises or the proceeds from the sale or other voluntary or involuntary transfer of the Premises, the return of a pro-rata portion of the licensing fee being Licensee's sole and exclusive remedy upon termination of the license herein granted.

4. Licensor's Agreement. Licensor agrees that it will not grant any other licenses or other permission to any other person, firm or corporation to erect and maintain advertising or display signs (but not including highway directional or traffic signs) on the Premises within Three Hundred (300) feet of the location of Licensee's highway signs, without Licensee's prior written consent. Licensor further agrees not to allow any other use of the Premises that would obstruct the clear view of Licensee's highway signs from highway M-55 or distract attention away from such highway signs.

5. Acknowledgment of Licensor's Title. Licensee does not claim title to or any interest in the Premises, except as a licensee pursuant to this Agreement. Licensee shall not have any property or liberty interest in the expectation of the continuing nature of this license or in its continuation, all such property or liberty interests being expressly disclaimed by the parties hereto in recognition of the terminable nature of a mere license.

6. Acknowledgment of Licensee's Title. Licensor does not claim title to or any interest in the highway signs presently located on the Premises, all of which shall remain the sole property of Licensee and may be removed as such.

7. Termination by Licensee. This license may be terminated by Licensee at any time by giving ninety (90) days written notice to Licensor or by Licensee's removal of its highway signs from the Premises. Any license fees paid in advance shall be returned pro-rata to Licensee in accordance with paragraph 3 above.

8. Indemnification. Licensee shall indemnify and hold harmless Licensor from and against all injury to persons (including death) and all damage to property arising from the erection, maintenance, improvement or removal of the highway signs or any part thereof, including all costs and expenses associated therewith, including actual attorneys fees, and, upon demand by Licensor, shall undertake the defense of all such claims that may be asserted or threatened against Licensor.

9. Transfer and Assignment. This license does not inure to the benefit of, nor does it bind, the parties' successors and assigns and shall terminate automatically upon the sale or other transfer of the Premises or upon the sale or other transfer of any interest in the highway signs. Licensor has no obligation or duty to offer a license to any successor or assign of Licensee.

10. Governing Law. This Agreement shall be governed by Michigan law in its interpretation and enforcement.

11. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to its subject matter and there are no prior or contemporaneous agreements, oral or written, not superseded hereby.

12. Amendments. This Agreement may be amended only by another instrument in writing and signed by both parties hereto.

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

Dated: 12-1-2010

City of Manistee, Licensor

By: Mitchell D. Deind  
Its: City Manager

Dated: 11.17.10

The Lamar Sign Company, Licensee

By: [Signature]  
Its: [Signature]

h:\gvs\la-icity of manistee\Lamar license agreement.doc

MEMO TO: R. Ben Bifoss, Interim City Manager  
FROM: Jeffrey W. Mikula, Public Works Director  
DATE: November 23, 2015 *JWM*  
SUBJECT: WWTP Projects



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



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Several upgrades were considered at the WWTP including replacing five original slide gates and two exterior doorways that are severely deteriorated and corroded. It was decided to complete these upgrades out of the operating budgets and spread the cost across two Fiscal Years.

Last year we had the slide gates custom built. They are awaiting installation at the WWTP.

We looked locally to replace the doors, however the frame construction and louvers made the project complicated. We added the doors to the slide gate bid package as it is somewhat similar work.

The cost of the project will come out of the FY 15-16 Repairs and Maintenance line item.

**City of Manistee**  
**BID FORM**  
**FOR CONSTRUCTION CONTRACTS**

**ARTICLE 1 – BID RECIPIENT**

1.01 This Bid is submitted to:

*City of Manistee, 70 Maple Street, PO Box 358, Manistee, MI 49660*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 – BIDDER’S ACKNOWLEDGEMENTS**

2.01 Bidder accepts all of the terms and conditions of the Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of Owner.

**ARTICLE 3 – BIDDER’S REPRESENTATIONS**

3.01 In submitting this Bid, Bidder represents that:

A. Bidder has examined and carefully studied the Bidding Documents, and any data and reference items identified in the Bidding Documents, and hereby acknowledges receipt of the following Addenda:

<u>Addendum No.</u>	<u>Addendum, Date</u>
_____	_____
_____	_____
_____	_____
_____	_____

If no addenda have been issued, insert “N/A”. Bidder shall submit signed copies of the Addendum Acknowledgment receipt form issued with each addendum with the complete bid form.

B. Bidder has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and satisfied itself as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.

D. Bidder 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. Bidder has considered the information known to Bidder itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Bidding Documents; and any Site-related reports and drawings identified in the Bidding 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 Bidder; and (3) Bidder's safety precautions and programs.
- F. Bidder agrees, based on the information and observations referred to in the preceding paragraph, that no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price bid and within the times required, and in accordance with the other terms and conditions of the Bidding Documents.
- G. Bidder 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 Bidding Documents.
- H. Bidder has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and confirms that the written resolution thereof by Engineer is acceptable to Bidder.
- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
- J. The submission of this Bid constitutes an incontrovertible representation by Bidder that Bidder has complied with every requirement of this Article, and that without exception the Bid and all prices in the Bid are premised upon performing and furnishing the Work required by the Bidding Documents.

#### **ARTICLE 4 – BIDDER'S CERTIFICATION**

##### **4.01 Bidder certifies that:**

- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
- D. Bidder has not engaged in corrupt, fraudulent, collusive, or coercive practices in competing for the Contract. For the purposes of this Paragraph 4.01.D:
  - 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;
  - 2. "fraudulent practice" means an intentional misrepresentation of facts made (a) to influence the bidding process to the detriment of Owner, (b) to establish bid 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.

**ARTICLE 5 – BASIS OF BID**

5.01 Bidder will complete the Work in accordance with the Contract Documents for the following price(s):

<u>Item No.</u>	<u>Estimated Quantity</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>	<u>Amount</u>
1	5	Lump Sum	Removal and Replacement of five (5) manually operated surface mounted, aluminum slide gates.	\$ 4,200.00	\$ 21,000.00
2	2	Lump Sum	Removal and replacement of two (2) RFP doors with frames and hardware.	\$ 4,236.50	\$ 8,473.00
3	1	Lump Sum	Removal and replacement of one (1) aluminum louver in the bar screen room.	\$ 1,450.00	\$ 1,450.00
TOTAL (w/out Alternates):					\$ 30,923.00

NOTE: Aluminum louver is located above one of the RFP doors listed in Item No. 2 above.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

**ARTICLE 6 – TIME OF COMPLETION**

- 6.01 Bidder agrees to provide a time table to substantially complete the work and also to complete the work for final payment in accordance with Paragraph 15.06 of the General Conditions.
- 6.02 Bidder accepts the provisions of the Agreement as to liquidated damages.

**ARTICLE 7 – ATTACHMENTS TO THIS BID**

- 7.01 The following documents are submitted with and made a condition of this Bid:
  - A. Required Bid security;
  - B. Affidavit of Compliance – Iran Economic Sanctions Act;

**ARTICLE 8 – DEFINED TERMS**

- 8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

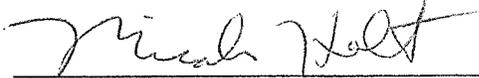
**ARTICLE 9 – BID SUBMITTAL**

BIDDER: *[Indicate correct name of bidding entity]*

Franklin Holwerda Company

By:

*[Signature]*



*[Printed name]*

Micah Holt, Secretary / Treasurer

*(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)*

Attest:

*[Signature]*



*[Printed name]*

Laura French

Title:

Administrative Assistant

Submittal Date:

November 6, 2015

Address for giving notices:

2509 29th Street, S.W.

Wyoming, MI 49519

Telephone Number:

(616) 538-3231

Fax Number:

(616) 538-2797

Contact Name and e-mail address:

James Oudbier

joudbier@franklinholwerda.com

Bidder's License No.:

7106527

*(where applicable)*

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

**CONSENT RESOLUTION OF THE BOARD  
OF DIRECTORS OF FRANKLIN HOLWERDA COMPANY**

WHEREAS, Robert Holt, Douglas Holt and Micah Holt are the sole members of the Board of Directors;

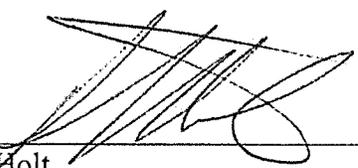
NOW THEREFORE, the following resolutions are adopted:

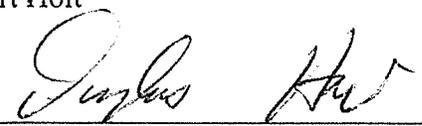
RESOLVED, that Robert Holt, Douglas Holt and Micah Holt shall continue as Directors until their successors are elected.

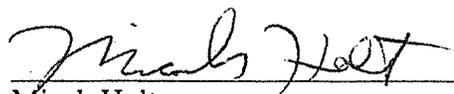
FURTHER RESOLVED that Robert Holt shall fill the office of C.E.O., Douglas Holt shall fill the office of President and Micah Holt shall fill the office of Secretary and Treasurer.

FURTHER RESOLVED that Robert Holt, Douglas Holt and Micah Holt have absolute authority to sign any contract documents.

Dated: January 1, 2015

  
\_\_\_\_\_  
Robert Holt

  
\_\_\_\_\_  
Douglas Holt

  
\_\_\_\_\_  
Micah Holt

**City of Manistee**  
**BID FORM**  
**FOR CONSTRUCTION CONTRACTS**

**ARTICLE 1 -- BID RECIPIENT**

1.01 This Bid is submitted to:

*City of Manistee, 70 Maple Street, PO Box 358, Manistee, MI 49660*

1.02 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with Owner in the form included in the Bidding Documents to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid and in accordance with the other terms and conditions of the Bidding Documents.

**ARTICLE 2 -- BIDDER'S ACKNOWLEDGEMENTS**

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_____	_____

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- C. Bidder is familiar with and has satisfied itself as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
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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.

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- I. The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the Work.
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- A. This Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any collusive agreement or rules of any group, association, organization, or corporation;
- B. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid;
- C. Bidder has not solicited or induced any individual or entity to refrain from bidding; and
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1	5	Lump Sum	Removal and Replacement of five (5) manually operated surface mounted, aluminum slide gates.	\$8,900.00	\$44,500.00
2	2	Lump Sum	Removal and replacement of two (2) RFP doors with frames and hardware.	\$7,500.00	\$15,000.00
3	1	Lump Sum	Removal and replacement of one (1) aluminum louver in the bar screen room.	\$1,500.00	\$1,500.00
TOTAL (w/out Alternates):					\$61,000.00

NOTE: Aluminum louver is located above one of the RFP doors listed in Item No. 2 above.

Bidder acknowledges that (1) each Bid Unit Price includes an amount considered by Bidder to be adequate to cover Contractor's overhead and profit for each separately identified item, and (2) estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all unit price Bid items will be based on actual quantities, determined as provided in the Contract Documents.

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7.01 The following documents are submitted with and made a condition of this Bid:

~~A. Required Bid security;~~

~~B. Affidavit of Compliance – Iran Economic Sanctions Act;~~

#### ARTICLE 8 – DEFINED TERMS

8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

ARTICLE 9 – BID SUBMITTAL

BIDDER: [Indicate correct name of bidding entity]

DeVere Construction Company, Inc.

By: Cheryl Lumsden  
[Signature]

[Printed name] Cheryl Lumsden Corporate Treasurer

(If Bidder is a corporation, a limited liability company, a partnership, or a joint venture, attach evidence of authority to sign.)

Attest: Cynthia Gabara  
[Signature]

[Printed name] Cynthia Gabara

Title: Corporate Secretary

Submittal Date: 11/6/15

Address for giving notices:

1030 DeVere Drive

Alpena MI 49707

Telephone Number: 989-356-4411

Fax Number: 989-356-1198

Contact Name and e-mail address: Tom Bennett

tbennett@deverecc.us

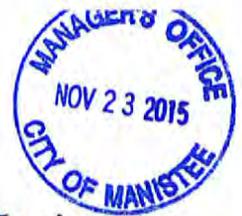
Bidder's License No.: NA  
(where applicable)

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

MEMO TO: R. Ben Bifoss, Interim City Manager  
FROM: Jeffrey W. Mikula, Public Works Director  
DATE: November 23, 2015  
SUBJECT: Sewer Asset Management Plans



Public Works  
231-723-7132



*JWM*

The City has been working to leverage MDEQ grant money to complete Asset Management Plans for the complete sanitary sewer system and storm sewer systems. The grant application was submitted in November 2013.

As you are aware, we have been successfully awarded the grant amount of \$1,757,500. \$147,500 is required for local match. The total proposed project is \$1,905,000. Several work items completed this past year are eligible to be used as local match or to be reimbursed by the grant.

Engineering Fees (to create the application)	\$16,000
Sewer Flow Monitoring Study	\$63,500
Mobile Mapping	\$21,500
Budgeted match money (FY 15-16)	\$20,000

The above amounts can either be utilized as match for the Storm Sewer work, or if attributed to the Sanitary Sewers they will be reimbursed to the water sewer fund by the grant and can be used for match during FY 16-17 and FY 17-18.

It will be essential for one entity to coordinate all the subcontracted work and keep all the data bases organized. We believe Spicer Group is uniquely qualified to perform these services. It will also be essential for Spicer to leverage the data collected to assist in our efforts in reducing the Inflow and Infiltration into the sanitary sewers and eventually closing CSO #018.

## ENGINEERING PROJECT REPORT

This report must be filled out and signed off by all parties prior to any work commencing on a project by the Engineer of Record that is not covered under the retainer. Estimates and/or explanatory memos should be included as an attachment if applicable.

Project Name Stormwater Asset Management Plans (SWAMP) and Wastewater Asset Management Plan (WWAMP) Preparation under the Stormwater Asset Management and Wastewater (SAW) Grant Program

Project Description Prepare a WWAMP and SWAMP in accordance with MDEQ guidelines under the MDEQ SAW Grant program, which was received by the City on October 29<sup>th</sup>, 2015. Assist the City with the implementation of this work as outlined in the attached revised professional services letter.

Project Number 12092415 - Task 2015-033

Date 11/23/2015

EPR Revision #

Responsible Department(s) DPW

Is this a budgeted item?  Yes  No Amount Budgeted \$ 59,000

Construction Cost Estimate \$ 0

+

Engineering Cost Estimate \$ 0

=

Total Project Cost Estimate \$ \$147,500 Match over 3 year SAW Grant Period. Approximately \$100,000 in reimbursable expenses will be requested with SAW reimbursement #1 for incurred costs in previous fiscal years or under separate budget items. Approximately \$45,000 in force account work has been included in the SAW grant request that when reimbursed could be applied to the City's match as well. Any remaining match will need to be accounted for in upcoming budget cycles.

Engineering as a Percent of Construction 0.00%

Comments Please see attached professional service letter a as revised per the 2015 SAW Grant award to the City outlining the tasks needed to fulfill the requirements of the grant. Budget is: Wastewater Asset Mgt. Plan: \$1,315,000, including approximately \$35,000 of force account work, no match required; Stormwater ASset Mgt. Plan: \$590,000, including approximately \$10,000 of force account work and \$147,500 of match funds.



Engineer of Record Signature

Date

Department Director Signature

Date

---

Finance Director Signature

Date

---

City Manager Signature

Date

November 23, 2015

Ben Bifoss, Interim City Manager  
The City of Manistee  
70 Maple Street  
P.O. Box 358  
Manistee, MI 49660

RE: Revised Professional Services Letter  
Wastewater Asset Management Plan (WWAMP) - SAW Grant  
Stormwater Asset Management Plan (SWAMP) - SAW Grant

Mr. Bifoss,

This document contains Spicer Group's proposal for the preparation of the City of Manistee Stormwater, Asset Management, and Wastewater (SAW) grant application and to assist the City with the implementation of the work plan outlined within this SAW grant application.

The following scope of work has been modified from the original agreement signed by the City and submitted with the SAW Grant Application in November of 2013. This change in scope has been submitted and approved by the MDEQ, and the SAW grant will be awarded to reflect this scope.

Specifically, the City requested the proposed activities and estimated costs listed under Wastewater Design Activities be reallocated to the Asset Management Plan for Wastewater.

The funds allocated for Wastewater Design Activities in the SAW permit application submitted in November of 2013 were based upon recommendations outlined in a draft SRF project being prepared by the City's current Engineer of Record at that time. The draft SRF plan was in the process of being completed and reviewed by the MDEQ in late 2013 at the same time the SAW grant application was being prepared and submitted to the MDEQ.

To date, an approved SRF project plan has not been accepted by the MDEQ and the City has elected to complete the SRF project plan after additional data is collected as part of the SAW grant activities. Therefore, the original design activities outlined in the SAW application for this phase based upon the draft SRF project plan are not cost eligible.

#### **Project Background**

The City of Manistee has received a SAW grant from the State of Michigan to establish an Asset Management Plan (AMP) for Wastewater and for Stormwater. Below is some background information from the MDEQ about the SAW program:

#### **Stormwater, Asset Management, and Wastewater (SAW) Program Highlights**

- New legislation establishing grants for asset management plan development, stormwater plan development, sewage collection and treatment plan development, and state-funded loans to construct projects identified in the asset management plans.

- Grants have \$2M cap per community. The first million has 10-percent local match; the second million has 25-percent local match. The local match is not eligible for loan assistance.
- Communities that are considered disadvantaged by the DEQ, in receivership, operating under emergency manager, or operating under a consent agreement under the Local Government Fiscal Responsibility Act can receive a 100-percent grant with no local match required. Additionally, these communities can expend up to \$500,000 in grant funds for the construction of projects identified in an existing asset management plan.
- Grant recipients must proceed with a project for which grant funding is provided within 3 years of grant award or face repayment of the grant plus interest. For the asset management grant, this means significant progress as determined by the DEQ toward achieving the funding structure to implement the asset management program.
- Funds are awarded to grant and loan recipients on a first come, first served basis.
- Applications are due December 2, 2013.

### **SAW Grant Commitments**

The acceptance of SAW grant assistance requires several commitments for fulfilling MDEQ requirements. These commitments include:

- City Council approval of a resolution to apply for the grant and understand the contract between the State and the City if the grant is awarded.
- Contribute the required match as determined by the MDEQ. Disadvantaged communities are not required to provide a match for the SAW grant program. All other communities will be required to provide a 10% match on the first million dollars in grant assistance and 25% on the second million dollars in grant assistance.
- The preparation of all required documents and deliverables outlined in Appendices A, C, and F as described in the SAW Grant Application (Rev. 10/21/2013).
- Failure to satisfy the conditions of the grant may require full repayment. This includes failure to precede with the grant eligible tasks, within 3 years of receiving the grant. The expectations of the various tasks are outlined below.
  - Grants for wastewater AMP must show significant progress toward a funding structure within three years. For wastewater, significant progress is defined as a 5-year plan to eliminate a funding gap, if it exists, with a minimum initial rate increase to close at least 10% of the funding gap, with this increase being implemented within 3 years of the executed grant. Applicant is required to submit the Wastewater AMP Certification of Project Completeness within three years of the executed grant
  - The stormwater AMP must be implemented within three years of the executed grant. The applicant is required to submit the Stormwater AMP Certification of Project Completeness within three years of the executed grant.
  - Stormwater management grants must develop a stormwater plan.
  - Grants for planning and design of sewage or stormwater treatment works and Non Point Source Pollution (NPS) must issue a notice to proceed or a similar document within three years of the grant award.
  - Innovative technology grant recipients must agree to implement a full scale project if shown to be feasible.

### **Scope of Work**

Spicer Group's scope of professional services, including subconsultant work, for this project follows. Our services are organized to reflect the structure of the SAW Grant application and to ensure orderly and reasonable progress of the project. This scope of work details our approach to completing a Wastewater and Stormwater Asset Management Plan. The asset management plans will be completed in accordance with the Michigan Department of Environmental Quality's "Asset Management Guidance for Wastewater and Stormwater Systems" document. We have attached a copy of this guidance document to this letter agreement for reference.

### **A. Establish a Wastewater Asset Management Plan (WWAMP)**

As a part of the AMP, the City's wastewater systems will be inventoried, including approximately 50 miles of gravity sewer and force main, 14 lift stations, and the Wastewater Treatment Plant (WWTP). The City's existing Geographical Information System (GIS) will be updated, a condition assessment of the wastewater system will be performed, a risk analysis of component failure within the wastewater system will be performed, a review of the long-term operation and maintenance costs will be performed, a long term capital improvement plan will be developed, and a rate structure review will be performed.

For the following steps listed, Asset Management tools will be utilized. These tools may vary from simple spreadsheets, free government software, to proprietary software packages. We will work with the City to identify the appropriate tool and coordinate training as necessary.

#### **1. Determine State of Assets**

- a. Research existing information to determine the age, size, and material of existing wastewater systems.
- b. Scan existing plan documents and develop a plan indexing system (Assume 1000 sheets).
- c. Perform a survey of the wastewater collection system including manholes and pump stations.
  - We have assumed a conventional survey crew for this proposal. The crews will obtain survey grade horizontal and vertical locations of all manholes, pump stations, or other collection system facilities.
  - This project is a good candidate for mobile mapping technology. This technology allows for the collection of dense point clouds of elevation and location data from mobile (truck mounted) laser scanning equipment. This approach will result in point cloud and photographic data being available on all city streets. This data will be available for this project as well as potential future projects. The data can be collected and preprocessed at comparable or lower costs to conventional survey. We will discuss this option with City staff prior to conducting any field survey work.
  - We will also work with local surveyors to assist with the collection of some survey data, control, manhole downs, utility locations, etc.
- d. Develop an Asset Inventory listing the various components of the system. This will include working with the City to identify the appropriate Asset Management Software.
- e. Create a CAD base map of the existing systems using the survey information and existing city maps in accordance with state standards.
- f. Develop, update, or utilize existing manhole and pipe numbering/identification systems.

- g. Pull structure lids to determine downs for calculating invert elevations and verify pipe sizes. This field work will be completed on structures in which invert and pipe size data is not available from the manhole inspection data.
- h. Subcontract with a company to clean sewer pipes.
- i. Subcontract with a company specializing in televising to have the pipes in the system televised. This inspection will be completed using PACP industry standards. A pipe condition rating will be provided as part of this televising.
- j. Subcontract with a company to have the manholes inspected. This inspection will be completed using MACP industry standards. A manhole condition rating will be provided as part of this inspection.
- k. Review the video and reports provided by our Subcontractor and include additional notes and comments.
- l. Develop a condition rating reporting system and rate the major components of the system.
- m. Perform an evaluation of major components including sanitary lift stations, junction chambers etc.
- n. Perform an evaluation of wastewater treatment facilities including the following major components:
  - Headworks Facilities
  - Primary Treatment Facilities
  - Activated Sludge Process
  - Secondary Treatment Facilities
  - Disinfection Facilities
  - Pumps
  - Valves
  - Motor Controls/VFD's
  - Blowers
  - Buildings/Structures
  - Samplers
  - Chemical Feed Systems
  - Major electrical components
  - Equipment instrumentation and SCADA needs
  - Safety equipment
  - HVAC components
  - System control/SCADA
  - Laboratory/analysis equipment
  - Office needs
- o. Update the existing Geographical Information System (GIS) to include, at a minimum, the above information. We can provide these services and/or work with the City's GIS contractor, InfoGeographics Inc., to provide these or similar services:
  - Present to you and your staff different strategies for implementing GIS technology, including viewing, editing and creation software for novice, proficient and expert user capabilities. Assist you in selecting the strategy that best fits your needs and your staff. If you decide the best strategy is to have your system hosted on the "cloud" we can provide you the options available to do so, the costs associated, and advantages and disadvantages of the alternative hosting strategies.
  - Integrate gathered, surveyed and mapped data into geodatabase format for use with GIS software strategy selected.
  - Prepare GIS map files formatted to best display the integrated information to support the project work plan goals.
  - Assist you in selecting the proper hardware and software to meet the selected strategy. As an additional service we can purchase the hardware and software as a reimbursable expense to simplify coordination efforts.
  - Setup, configure and test GIS hardware and software for City office staff.
  - Setup, configure and test GIS hardware and software for field personnel.
  - Provide you with software costs, license maintenance schedule so that you know when license maintenance costs are due.

- p. Provide training to your staff for the new Asset Management Software and GIS. We can provide these services and/or work with InfoGeographics or other subconsultants to provide these or similar services:
  - Develop and deliver training material, files and examples geared toward you and your staff needs and skill levels.
  - Provide training in your office or in the field using your hardware and software.
  - Provide on-going support for you and your staff as needed when questions arise in using the hardware and software. This will be provided when requested on an hourly basis.

## **2. Develop Level of Service Documentation**

- a. Work with you to determine the sustainable level of service the community would like to achieve over the long term.
- b. Meet with your Council to discuss various Levels of Service available.
- c. List the State and Federal minimum requirements that need to be met for your system.
- d. Prepare a brief report summarizing our findings.
- e. Prepare a "Level of Service Agreement" that describes the system's performance targets.
- f. Attend a public meeting to present the capacity study and communicate the "Level of Service Agreement".

## **3. Define the Critical Assets**

- a. Develop a risk assessment method for your system.
- b. Rate each major component as to the risk of failure to the overall system.
- c. Review the failure history of the system.
- d. Estimate the probably of failure and list assets by failure type.
- e. Analyze future risk and consequences.
- f. Utilize asset decay curves or another method to predict the life span of critical components.
- g. Develop a rating system to factor condition, criticality, probability of failure, and overall life span of the major components.
- h. Create a priority list of the critical assets in the system.
- i. Create a computer model of the system.
- j. Use the computer model to determine the capacities of the major components of the system.
- k. Review current flow rates to determine areas that may be approaching or exceeding their respective capacities.
- l. Prepare a future 5-year and 20-year wastewater flow projections using existing flow information, population estimates, and future land use plans.
- m. Perform an analysis of the system to determine areas that need improvement to meet the level of service that is chosen by the Community.
- n. Prepare infrastructure report including maps of the system showing age, type, size, condition, risk assessment, and hydraulic capacity of storm sewer system.

## **4. Determine the Minimum Life Cycle Costs**

- a. Review your current Operations & Maintenance (O&M) program.

- b. Review alternate strategies that exist for managing O&M, personnel, and capital budget accounts.
- c. Determine which strategies are the most feasible for your organization.
- d. Determine the costs of rehabilitation, repair and replacement for the critical assets.
- e. Determine the costs of a failure including environmental, rehab/replacement, reduction in the level of service to customers, collateral damage, social costs etc.
- f. Review life cycle costs including O&M, active rehabilitation, and replacement of the critical assets.
- g. Analyze the cause of asset failure for critical components and develop a specific response plan.

## **5. Develop the Long-Term Funding Plan**

- a. Develop a 20-year Capital Improvement Plan for the sanitary sewer system. A 5-year plan will also be developed for inclusion in the City's existing overall Capital Improvement Plan.
- b. Review your current rate structure. We can perform these services and/or work with your consultant currently performing rate studies for the City.
  - Analyze the rate structure to determine if it is adequate to address the long term needs of the community.
  - Develop a new rate structure if the existing structure is not adequate to meet the long term needs of the community.
- c. Prepare a report summarizing the findings of the tasks outlined above.
- d. Present the rate structure and report to the Council/Board/Committee.

## **B. Establish a Stormwater Asset Management Plan**

As a part of the AMP, the City's stormwater systems will be inventoried, including the approximately 30 miles of gravity sewer and associated appurtenances. The City's existing Geographical Information System (GIS) will be updated, a condition assessment of the stormwater system will be performed, a risk analysis of component failure within the stormwater system will be performed, a review of the long-term operation and maintenance costs will be performed, a long term capital improvement plan will be developed, and a rate structure review will be rendered.

For the following steps listed, Asset Management tools will be utilized. These tools may vary from simple spreadsheets, free government software, to proprietary software packages. We will work with the City to identify the appropriate tool and coordinate training as necessary.

### **1. Determine State of Assets**

- a. Research existing information to determine the age, size, and material of existing stormwater systems.
- b. Scan existing plan documents and develop a plan indexing system.
- c. Perform a survey of the utilities including manholes and catch basins.
  - We have assumed a conventional survey crew for this proposal. The crews will obtain survey grade horizontal and vertical locations of all manholes, pump stations, or other collection system facilities.
  - This project is a good candidate for mobile mapping technology. This technology allows for the collection of dense point clouds of elevation and location data from mobile (truck mounted) laser scanning equipment. This approach will result in point cloud and

photographic data being available on all city streets. This data will be available for this project as well as potential future projects. This data can be collected and preprocessed at comparable or lower costs to conventional survey. We will discuss this option with City staff prior to conducting any field survey work.

- We will also work with local surveyors to assist with the collection of some survey data, control, manhole downs, utility locations, etc.
- d. Develop an Asset Inventory listing the various components of the system. This will include working with the City to identify the appropriate Asset Management Software.
  - e. Create a base map of the existing system using the survey information.
  - f. Develop, update, or utilize existing manhole and pipe numbering/identification systems.
  - g. Pull structure lids to determine downs for calculating invert elevations and verify pipe sizes. This field work will be completed on structures in which invert and pipe size data is not available from the manhole inspection data.
  - h. Subcontract with a company to clean sewer pipes.
  - i. Subcontract with a company specializing in televising to have the pipes in the system televised. This inspection will be completed using PACP industry standards. A pipe condition rating will be provided as part of this televising.
  - j. Subcontract with a company to have the manholes and catch basins inspected. This inspection will be completed using MACP industry standards. A manhole and catch basin rating will be provided as part of this televising.
  - k. Review the video and reports provided by our Subcontractor and include additional notes and comments.
  - l. Develop a condition rating reporting system and rate the major components of the system.
  - m. Update the existing Geographical Information System (GIS) to include, at a minimum, the above information. We can provide these services and/or work with the City's GIS contractor, InfoGeographics Inc., to provide these or similar services:
    - Present to you and your staff different strategies for implementing GIS technology, including viewing, editing and creation software for novice, proficient and expert user capabilities. Assist you in selecting the strategy that best fits your needs and your staff. If you decide the best strategy is to have your system hosted on the "cloud" we can provide you the options available to do so, the costs associated, and advantages and disadvantages of the alternative hosting strategies.
    - Integrate gathered, surveyed and mapped data into geodatabase format for use with GIS software strategy selected.
    - Prepare GIS map files formatted to best display the integrated information to support the project work plan goals.
    - Assist you in selecting the proper hardware and software to meet the selected strategy. As an additional service we can purchase the hardware and software as a reimbursable expense to simplify coordination efforts.
    - Setup, configure and test GIS hardware and software for City office staff.
    - Setup, configure and test GIS hardware and software for field personnel.
    - Provide you with software costs, license maintenance schedule so that you know when license maintenance costs are due.
  - n. Provide training to your staff for the new Asset Management Software and GIS. We can provide these services and/or work with InfoGeographics or other subconsultants to provide these or similar services:

- Develop and deliver training material, files and examples geared toward you and your staff needs and skill levels.
- Provide training in your office or in the field using your hardware and software.
- Provide on-going support for you and your staff as needed when questions arise in using the hardware and software. This will be provided when requested on an hourly basis.

## **2. Develop Level of Service Documentation**

- a. Work with you to determine the sustainable level of service the community would like to achieve over the long term.
- b. Meet with your Council to discuss various Levels of Service available.
- c. List the State and Federal minimum requirements that need to be met for your system.
- d. Prepare a brief report summarizing our findings.
- e. Prepare a "Level of Service Agreement" that describes the system's performance targets.
- f. Attend a public meeting to present the capacity study and communicate the "Level of Service Agreement".

## **3. Define the Critical Assets**

- a. Develop a risk assessment method for your system.
- b. Rate each major component as to the risk of failure to the overall system.
- c. Review the failure history of the system.
- d. Estimate the probably of failure and list assets by failure type.
- e. Analyze future risk and consequences.
- f. Utilize asset decay curves or another method to try to predict the life span of critical components.
- g. Develop a rating system to factor condition, criticality, probability of failure, and overall life span of the major components.
- h. Create a priority list of the most critical assets in the system.
- i. Construct a computer model of the system.
- j. Use the computer model to determine the maximum capacities of the major components of the system.
- k. Review current flow rates to determine areas that may be approaching or exceeding their respective capacities.
- l. Prepare a future 5-year and 20-year wastewater flow projections using existing flow information, population estimates, and future land use plans.
- m. Perform an analysis of the system to determine areas that need improvement to meet the level of service that is chosen by the Community.
- n. Prepare infrastructure report including maps of the system showing age, type, size, condition, risk assessment, and hydraulic capacity of storm sewer system.

## **4. Determine the Minimum Life Cycle Costs**

- a. Review your current Operations & Maintenance (O&M) program.
- b. Review alternate strategies that exist for managing O&M, personnel, and capital budget accounts.
- c. Determine which strategies are the most feasible for your organization.
- d. Determine the costs of rehabilitation, repair and replacement for the critical assets.

- e. Determine the costs of a failure including environmental, rehab/replacement, reduction in the level of service to customers, collateral damage, social costs etc.
- f. Review the life cycle costs including O&M, active rehabilitation, and replacement of the critical assets.
- g. Analyze the cause of asset failure for critical components and develop a specific response plan.

**5. Develop the Long-Term Capital Improvement Plan and Funding Plan**

- a. Develop a 20-year Capital Improvement Plan for the storm sewer system. A 5- year plan will be developed for inclusion in the City's existing overall Capital Improvement Plan.
- b. Prepare a report summarizing the findings of the tasks outlined above.

**Additional Services**

Other additional services related to this project will be furnished by us after you authorize the work. Our fee for the additional services will be determined at the time they are agreed and rendered.

**Subconsultants**

To expedite the process, we may use subconsultants for portions of the work. We have estimated the fees for this proposal assuming our staff and hourly rates, obtained preliminary quotes and/or have allotted time or budgetary costs for sub consultant work. We will coordinate with the City regarding the use of sub consultants. All charges for subconsultants will be costs of the project covered by the Grant and paid for from Grant proceeds. Some potential services where subcontractors or suppliers may assist include:

- Cleaning and videotaping of storm and sanitary sewers, including rating of sewers
- Manhole inspections, including rating of sewers
- Survey work including assistance with utility locating, control, manhole downs, etc.
- Geographical Information Services – data entry, training, equipment purchases, etc.
- Asset management consulting, if needed or desired
- Asset management software
- Rate studies

**Fee Schedule**

Our proposed fee schedule follows. The following estimated fees have been calculated based upon 91% of Spicer Group's 2013 Standard Hourly Rates, in accordance with the Engineering Consultant Services Agreement, dated October 1, 2013 between the City of Manistee and Spicer Group, Inc. We will submit monthly invoices to you for our professional services, any additional authorized services and any reimbursable expenses.

**A. Establish a Wastewater Asset Management Plan (50 Miles, 1060 MH's)**

1. Grant Application Preparation	\$ 7,000
2. Determine the State of Assets:	\$ 348,000
3. Develop Level of Service Documentation:	\$ 28,000
4. Define the Critical Assets, Hydraulic Modeling:	\$ 160,000
5. Determine the Minimal Life Cycle Costs:	\$ 40,000
6. Develop the Long-term Funding Plan:	\$ 20,000
Sub-Total (SGI Services):	\$ 603,000
Light Clean, Video & Rate Pipes (27 Miles)	\$ 320,000
Heavy Clean, Video & Rate Pipes (3 Miles)	\$ 94,000
Inspect and Rate MH Condition (1060 MH Structures)	\$ 185,000
Sewer Rate Study	\$ 25,000
Asset Management Consultant	\$ 10,000
GIS Hardware, Software, Training:	\$ 43,000
Sub-Total (Sub consultant/ Subcontractor/Equipment):	\$ 677,000
Sub-Total (SGI, Sub consultant/ Subcontractor/Equipment):	\$1,280,000
Estimated Force Account Work:	\$ 35,000
<b>Wastewater Asset Management Plan - Sub-Total Grant Request</b>	<b>\$1,315,000</b>

**C. . Establish a Stormwater Asset Management Plan (30 Miles, 640 MH's, 1300 CB's )**

1. Grant Application Preparation	\$ 6,000
1. Determine the State of Assets:	\$ 145,000
2. Develop Level of Service Documentation:	\$ 19,000
3. Define the Critical Assets, H&H Modeling:	\$ 60,000
4. Determine the Minimal Life Cycle Costs:	\$ 30,000
5. Develop the Long-term Funding Plan:	\$ 15,000
Sub-Total (SGI Services):	\$ 275,000

Light Clean, Video & Rate Pipes (8 Miles)	\$ 105,000
Heavy Clean, Video & Rate Pipes (2 Miles)	\$ 45,000
Inspect and Rate MH Condition (640 MH's, 60 CB's)	\$ 125,000
Asset Management Consultant	\$ 5,000
GIS Hardware, Software, Training:	\$ 25,000
Sub-Total (Sub consultant/ Subcontractor/Equipment):	\$ 305,000

Sub-Total (SGI, Sub consultant/ Subcontractor/Equipment): \$ 580,000

Estimated Force Account Work: \$ 10,000

**Stormwater Asset Management Plan - Sub-Total Grant Request \$ 590,000**

**TOTAL GRANT REQUEST (Design, Stormwater AMP, Wastewater AMP): \$1,905,000**

**City of Manistee Match Requirements**

It has been determined by the MDEQ that the City of Manistee has disadvantaged status for the Wastewater portion of the project. That means there will be no match required on the \$1,315,000 amount. The City does not have disadvantaged status for the Stormwater portion of the project. The SAW Grant legislation states that a 10% local match is applied for the first \$1 million of grant funding and a 25% local match is applied to the second \$1 million of grant funding. The Stormwater Asset Management Plan costs fall into the second \$1 million of funding, therefore, a match amount of \$147,500 will be required for that portion of the project.

*The City of Manistee*  
*November 23, 2015*  
*Page 12 of 12*

We understand, with the exception of preparing the grant application, this agreement is contingent upon the City being awarded and accepting SAW grant funds. We will not start work until the grant has been awarded to the City and the City has accepted the grant.

We look forward to working with you and for you on your project.

Sincerely,



**Shawn P. Middleton, PE**

Senior Project Manager

**SPICER GROUP, INC**

302 River Street

Manistee, MI 49660

Cell: (989) 928-8027

Email: shawnm@spicergroup.com

cc: SGI File 12092415-033

# **Asset Management Guidance for Wastewater and Stormwater Systems**

## **What is Asset Management?**

Wastewater and stormwater systems are made up of assets; some are buried assets and “invisible,” while the rest are visible. These are the physical components of the system and can include: pipe, valves, tanks, pumps, outfalls, storage basins, treatment facilities, and any other components that make up the system. The assets that make up a wastewater or stormwater system lose value over time as the system ages and deteriorates. As the assets deteriorate, the level of service the utility’s customers desire may become compromised, operation and maintenance (O&M) costs can increase, and the utility may be faced with excessive costs it can no longer afford.

There is an approach to managing the assets of the system that can assist the utility with making better decisions on caring for these aging assets. This approach is called asset management. The International Infrastructure Management Manual defines the goal of asset management as meeting a required level of service in the most cost-effective way through the creation, acquisition, operation, maintenance, rehabilitation, and disposal of assets to provide for present and future customers. A wastewater or stormwater utility has a responsibility to manage its assets in a cost-effective manner for several reasons:

- 1) these assets represent a major public investment
- 2) well-run utilities are important to economic development
- 3) proper operation and maintenance of a utility is essential for public health and safety
- 4) utility assets provide an essential customer service
- 5) asset management promotes efficiency in the operation of the system
- 6) properly managing the assets is the basis of self-sufficiency

The intent of asset management is to ensure the long-term sustainability of the wastewater or stormwater utility. By helping a utility manager make better decisions on when it is most appropriate to repair, replace, or rehabilitate particular assets and by developing a long-term funding strategy, the utility can ensure its ability to deliver the required level of service perpetually.

Asset management is a set of procedures to manage assets through their life cycles, based on principles of life cycle costing. These procedures, to be effective, must be implemented in a programmatic way. Properly practiced, it involves all parts of the organization and entails a living set of asset performance goals to implement asset management. An Asset Management Plan is a tool to help the utility implement its Asset Management Program.

## Core Components of an Asset Management Plan

Typically there are five core components in an Asset Management Plan:

- 1) Asset Inventory
- 2) Level of Service
- 3) Critical Assets
- 4) Revenue Structure
- 5) Capital Improvement Project Plan

Effective asset management implementation is comprehensive. It may involve integrating a number of tools along with other existing systems (accounting, financial reporting, purchasing and stores, payroll, etc.) to create a comprehensive information system that will support an integrated Asset Management Program. An Asset Management Program will have a Mission Statement. This Mission Statement defines the program.

The following is an example of a Mission Statement:

*We commit to improving and maintaining the public health protection and performance of our wastewater plant/stormwater system and collection/catchment utility assets, while minimizing the long-term cost of operating those assets. We strive to make the most cost-effective renewal and replacement investments and provide the highest-quality customer service possible.*

A Department of Environmental Quality (DEQ)-approved Asset Management Plan will include a Mission Statement and list Asset Management Team members. A Mission Statement should be an overarching purpose for maintaining an Asset Management Program. Consider the impacts to public health, your ability to comply with regulations, and financial stability if you do not manage utility resources. An Asset Management Plan will have short-term and long-term processes to evaluate current conditions and revise/update as needed. It will also contain an Action Plan that identifies actions needed to make improvements and meet goals.

When assembling an Asset Management Team, consider current and past municipal staff (officials, board members, clerks, accountants, and engineers), current and past utility staff (operators and other service workers), and any other stakeholders that can help in assembling the information to develop your Asset Management Plan.

## Asset Inventory

The first core component of asset management is the asset inventory. This component is probably the most straightforward of all. It is also, arguably, the most important and time consuming. Questions that the utility will ask itself in this component are:

- What do I own?
- Where is it?
- What condition is it in?
- What is its remaining useful life?
- What is its value?

## What do I own?

The most fundamental question a utility owner, manager, or operator can ask is, "what assets do I have?" It is absolutely critical for a utility to understand what it owns. It is difficult to manage something effectively if you don't know what that "something" is. However, this is not an easy question to answer: some assets are underground and can't be seen; assets generally are put in at different times over a long period of time; records regarding what assets have been installed may be old, incomplete, inaccurate, or missing; and staff turnover in operations and management may limit the historical knowledge of system assets. Because of these difficulties, doing a complete asset inventory on the first try may not be possible. It is important to recognize that asset inventory is an ongoing process.

To develop the initial inventory, there are a number of resources a utility can draw upon such as as-built drawings, invoices, staff knowledge, visual observation, interviews with residents and consultants. A utility should use as many approaches as it deems necessary to get the best initial inventory of assets. Information on each asset may include the manufacturer, original price, and category (i.e., collection, catchment, treatment, etc.).

## Where are my assets?

Once you know what you have, it is important to know where the assets are located. This involves two steps:

- 1) connecting the asset in the inventory to a specific location
- 2) mapping the assets

The first step is to connect the asset with a location. The location could be a street name, street address, or building location such as pump house or treatment building. The addresses should be as specific as possible; that way, assets can be grouped together based on their asset type, such as all catch basins on Main Street.

Mapping will provide a visual picture of the asset locations, especially buried assets. The map can be as simple as a hand drawn map or as complex as a Geographic Information System (GIS) map.

## What is the condition of my assets?

After the assets have been identified and located, it is important to know the condition of the assets. A condition assessment can be completed in many different ways, depending on the capability and resources of the utility. The simplest way is to assign a numerical ranking to each asset. This approach uses the best information available. Below is an example of a ranking system.

### Condition Assessment

Condition Rating	Description
5	Unserviceable
4	Significant Deterioration
3	Moderate Deterioration
2	Minor Deterioration
1	New or Excellent Condition

If resources are available, a higher level of assessment could include televising sewer or stormwater pipes.

### **What is the remaining life of my assets?**

All assets will eventually reach the end of their remaining useful lives. Some assets will reach this point sooner than other assets. There are many factors that will affect the useful life of an asset such as maintenance practices, type of materials, usage, and surrounding environment. Useful life will also vary over time; for example, a pump may originally have been assigned a useful life of 15 years, but with proper maintenance that useful life may extend to 20 years. Useful life should be reevaluated on a regular basis. Past experience, system knowledge, existing and future conditions, and maintenance practices will dictate ongoing changes/updates to the useful life.

### **What is the value of my assets?**

The value of the asset is the cost to replace the asset after it has exhausted its useful life. Obtaining costs for the asset replacement is not easy. In some cases, the utility will use an estimate based on best practices; in other cases, the utility may rely on a consultant or manufacturer's catalogs and sales representatives. More reliable data can be added when available.

## **Organizing the Asset Inventory/Summary**

There are many options regarding how to manage the asset inventory data. Included in this workbook is an Excel spreadsheet. However, there are commercial and open-source software options available as well as the opportunity for a utility to create its own database for asset inventory. The key to any asset inventory is that the data is comprehensive, accessible, and there is a means to safeguard the data. It is important to develop at least a rudimentary asset inventory with all of the characteristics discussed above. The data quality can be increased over time as the system gathers more information and the Asset Management Team becomes more comfortable with the concept of asset management.

It is critical for utilities to understand that asset inventory is an ongoing process. Over time, assets will be added and deleted from the asset inventory. Utilities should also be careful to not let themselves get "bogged down" in the asset inventory component. Asset inventory, while critical, should not be all consuming. As time goes on, a utility should consider ways in which it can make the inventory more sophisticated. As an example, a system may want to develop a GIS map and database or add radio frequency tagging of the assets for tracking purposes.

### **Using the Asset Inventory Tab**

An Asset Inventory Tab has been included as part of the Asset Management Workbook. This Excel spreadsheet allows users to input data in each of the cells. The spreadsheet lists assets in column A and can be expanded by inserting any additional number of desired rows. More columns can be added to expand the number of asset identifiers such as serial number or date installed. Columns for Probability of Failure and Criticality of Asset perform mathematical functions to determine the Business Risk and should not be used to enter data. The forthcoming section on Critical Assets will provide information on inputting data into cells.

## Level of Service

Level of Service (LOS) defines the way in which the utility stakeholders want the utility to perform over the long term. The LOS can include any technical, managerial, or financial components the utility wishes, as long as all regulatory requirements are met. The LOS will become a fundamental part of how the utility is operated.

The best way to understand LOS may be to think of a worst case scenario. Imagine a wastewater system that struggles to keep the necessary chemicals ordered, has National Pollutant Discharge Elimination System (NPDES) violations on a regular basis, has seasonal basement flooding, has inaccurate billing numbers due to water meters over 30 years old, and has no idea how to start addressing their problems. Because of these issues, the wastewater system has difficulty with compliance and receives customer complaints regularly, even though sewer rates are low. The LOS for this system would be considered low.

All utilities must operate within the state and federal regulations and requirements. These regulations are generally specified in the Clean Water Act for wastewater and stormwater systems, but there are additional rules and regulations at the local, state, and federal level. Although the local, state, and federal regulations may set bare minimum standards of operation in the LOS, these standards may not adequately address all areas of operation and should not be the sole factor of the LOS. Utilities should include many other factors to delineate important areas of the utility's operation.

Within the range of the minimum (regulations) and maximum (absolute capabilities of assets), there are numerous items a utility could include within its LOS. Items may be included so the utility can communicate its intentions with its customers, measure its performance, and determine critical assets. Understanding what LOS to choose will help in developing an Asset Management Plan that truly captures the utility's performance and how to accomplish future goals.

It is important for the utility to communicate with its customers to avoid confusion, bad feelings, accusations of improper operation, and to make clear what the customer's expectations should be. This need for communication is particularly important for smaller, rural systems, but it is important for all systems. The Asset Management Team should develop a LOS Statement to help focus efforts on what an Asset Management Plan should accomplish and how to be most cost effective while meeting customer expectations and complying with local, state, and federal regulations. The LOS Statement should address the service areas, identify any deficiencies, and set goals for improvement.

Defining the LOS sets the goals for the utility. These goals allow the operations staff to have a better understanding of what is desired from them, and the management has a better understanding of how to use staff and other resources more efficiently and effectively. Reviewing how the utility is meeting LOS also allows the management to shift resources if needed from one task to another to meet all the goals most effectively. Understanding the desired LOS will help to prioritize and characterize the system's assets, as well as how to manage finances to reach the LOS goals.

There is a direct link between the LOS provided and the cost to the customer. When a higher LOS is provided, costs to provide that higher level will likely increase. This direct link demands that the utility have an open dialogue with its customers regarding the LOS desired and the amount the customers are willing to pay for this LOS or increased services.

Ideally, the public or customers of the utility would be actively involved in the development of the LOS. Similar to the overall Asset Management Plan that will change and adjust over time, the LOS may need to be adjusted from time to time. This adjustment may be required because the system may discover that it is too costly to operate the system at the levels previously defined. Or the adjustment may be necessary due to new rules or regulations that require a change in operation. Additionally, the customers may feel that they desire a different level of service. As with all components of asset management, LOS is an ongoing process and determining and detailing the level of service that the system is going to provide is a key step in asset management.

Typical questions to consider when developing the LOS for the system:

- 1) What is the LOS goal for health, safety, and security?
- 2) How often is the system out of compliance with regulations?
- 3) Are the operators properly certified?
- 4) How does the utility stay aware of and prepare for new regulations?
- 5) Do you share your LOS statement with your customers?
- 6) How do you track and respond to customer needs/complaints?
- 7) Can the current process be improved?
- 8) How quickly does the utility respond to customer issues?
- 9) Is maintenance being deferred to save money?
- 10) How much will the improvements cost and how will they be funded?
- 11) Are assets being properly maintained to insure they are in reliable working condition?
- 12) What areas within the system are most important to insure the best LOS possible?
- 13) When considering a preferred LOS, are asset age and life cycles, asset conditions, funding availability, etc. being factored in?
- 14) How often will the LOS statement be reviewed in order to capture changes such as funding availability (growth and decline), regulatory requirements, demand of customers (increases/decreases in customers), and physical deterioration of assets (addressing maintenance)?
- 15) Are O&M activities being maximized to meet the LOS goals?

## Critical Assets

Not all assets are equally important to the utility's operation. Some assets are highly critical to operations and others are not critical at all. Certain assets or types of assets may be critical in one location, but not critical in another. For example, a pump station serving the downtown area may be deemed more critical than a pump station servicing an industrial park under construction. A utility must examine its assets very carefully to determine which assets are critical and why.

### Determining Criticality

In determining criticality, two questions are important. The first is how likely is it that the asset will fail; and second, what is the consequence of failure. Determining an asset's criticality will allow a utility to manage its risk and aid in determining where to spend operation and maintenance dollars and plan capital expenditures.

To determine the probability of failure a utility needs to look at a number of factors: asset age, condition of asset, failure history, historical knowledge, experiences with that type of asset in general, maintenance records, and knowledge regarding how that type of asset is likely to fail. Below is an example of a ranking system for probability of failure.

**Probability of Failure Levels**

Description	Performance Rating	Failure of Individual Item	Type of Failure
<b>Imminent</b>	5	Likely to occur in the life of the item	Continuously experienced
<b>Probable</b>	4	Will occur several times in the life of an item	Will occur frequently
<b>Occasional</b>	3	Likely to occur sometime in the life of an item	Will occur a few times
<b>Remote</b>	2	Unlikely but possible to occur in the life of an item	Unlikely, but can reasonably be expected to occur
<b>Improbable</b>	1	So unlikely, it can be assumed occurrence may not be experienced	Unlikely to occur, but possible

To determine the consequence of failure, it is important to consider all of the possible costs of failure. These costs include: cost of repair; social cost associated with the loss of the asset; repair/replacement costs related to collateral damage caused by the failure; legal costs related to additional damage caused by the failure; environmental costs created by the failure; loss of business revenue to the community; and any other associated costs or asset losses. The consequence of failure can be high if any one of these costs are significant or the accumulation of several costs occur with a failure. Below is an example of a ranking system for the consequence of failure.

### Consequence of Failure Levels

Description	Level	
<b>Catastrophic disruption</b>	5	Massive system failure, severe health affect, persistent and extensive damage
<b>Major disruption</b>	4	Major effect, major loss of system capacity, major health effects, major costs, important LOS compromised
<b>Moderate disruption</b>	3	Moderate effect, moderate loss of system capacity, moderate health effects, moderate costs, important LOS still achieved
<b>Minor disruption</b>	2	Minor effect, minor loss of system capacity, minor health effects, minor costs
<b>Insignificant disruption</b>	1	Slight effect, slight loss of system capacity, slight health effects

#### Assessing Criticality

Assessing criticality requires an examination of the probability of failure and the consequence of failure as discussed above. The assets that have the greatest probability of failure and the greatest consequences associated with the failure will be the assets that are the most critical. The table below is an example of assessing criticality.

An analysis of different assets will reveal which asset has the highest criticality factor and, therefore, which asset would require the most attention either for repair or replacement.

#### Assessing Criticality

Multiplied		Consequence (Cost) of Failure					
		Low				High	
			1	2	3	4	5
<b>Probability of Failure</b>	Low	1	1	2	3	4	5
		2	2	4	6	8	10
		3	3	6	9	12	15
		4	4	8	12	16	20
	High	5	5	10	15	20	25

To use this table, estimate the probability of failure from 1 to 5, with 5 being very high probability of failure and 1 being a very low probability of failure. Then assess the consequence of failure from 1 to 5 in the same manner. Using the number for probability of failure, move across the row until the column associated with the number for consequence of failure is reached. Alternatively, move down the column for the consequence of failure until the row for probability of failure is reached. Locate the number that is in the box where the row and column intersect. That is the criticality number for the asset.

As an example in a wastewater system:

Asset: Pine Street Pump Station; constructed in 1950

Service History: One service repair in the past 5 years

Probability of failure: 4 – pump is old, but when repaired it was still in reasonable condition

Consequence of failure: 2 – The pump station services a now abandoned industrial park. The city wants to maintain service, but presently services no customers. The station has easy access, so repair is relatively easy and timely.

Probability of failure \* Consequence of failure = Criticality factor

$4 * 2 = 8$ .

Criticality Factor: 8 – An 8 would not be considered a critical rating. Typically an asset falling in the criticality range of 1 to 8 will not be considered critical. An asset falling in the criticality range of 9 to 16 will be important, but not critical. An asset above 16 in the criticality range will be considered critical.

### **Redundancy**

When determining the criticality factor of an asset, one more element is considered – that of redundancy. Redundancy can significantly reduce risk. If one part of a system fails and there is not another part for redundancy and/or backup to immediately take its place, then risk is increased. Lack of redundancy in any system is not good.

Redundancy refers to whether there are other assets that are able to provide the same service if failure occurs. For example, a large-diameter pipe responsible for gathering and conveying all the sewage for an entire city to the wastewater treatment plant is a critical asset because there is no alternative – the probability of failure may not be great, but the consequence of failure is catastrophic. Does the utility have any other asset, system, or approach that will completely fulfill the function of the critical asset if it fails? Does the utility have any other asset, system, or approach to partially fulfill the function of the critical asset if it fails? If an asset is determined to be critical, then redundancy is critical. Risk should be managed in any decision-making process. The utility should analyze and document acceptable risk tolerance for all critical assets.

### **Criticality Analysis Over Time**

The condition of the asset will change over time as will the consequences related to failure. Therefore, it will be necessary to periodically review the criticality analysis and make adjustments to account for changes in the probability of failure and the consequence of failure. As with all the components of the Asset Management Plan, the criticality analysis is an on-going process.

### **Using the Asset Inventory Tab**

The Asset Inventory Spreadsheet, which is part of the workbook, has cell inputs for Probability of Failure and Consequence of Failure and then calculates the Criticality Factor. Use the Asset Description Tab to determine the numerical rating for Probability and Consequence for each asset. The Asset Inventory Spreadsheet will then calculate a Criticality Factor. If the Criticality Factor is greater than 18, the number will be bolded and the cell will be highlighted in red. This indicates that the asset and its failure is significant and should be added to the Capital Improvement Project Plan Tab.

## **Revenue Structure**

The rate methodology is a tool to determine rates and charges that will provide sufficient revenues to cover operation, maintenance, replacement, capital improvement projects, and debt costs. A billable flow methodology will generate revenue through a commodity rate based on usage. A readiness to serve or fixed charge methodology will generate revenues through a fixed unit such as a residential equivalent unit or meter equivalent unit. A fixed and variable methodology is a combined methodology and will generate revenues for fixed expenses through a fixed unit and generate revenues for variable expenses through a commodity rate. The fixed unit generates a fixed revenue stream, which is used to recover those costs that are incurred regardless of flow, such as insurance and debt payments. The variable rate generates revenue based on flow, which is used to recover those costs incurred due to usage, such as chemicals and power.

The budget should consist of the actual budget line items as required by the State of Michigan Chart of Accounts and other accounting statutes, rules, regulations, and requirements applicable to municipal entities. Only those costs related to the wastewater or stormwater system should be listed in the wastewater or stormwater budget. Accurate budgeting will help track and control spending, ensure accountability, and improve the ability to anticipate expenses.

Once total expenses have been identified, rates and charges can be reviewed to determine which will provide sufficient revenues to cover expenses. If subsidies occur, then the users of the system are not paying for the true cost of service – someone else is making up the difference. While temporary subsidies are sometimes necessary to cover unexpected costs, continued use of subsidies will result in either significant rate increases in the future or a problematic deficit in the wastewater or stormwater budget.

### **Replacement**

The rate methodology should also include a replacement breakdown. This breakdown will identify items owned by the utility. These operating pieces of equipment generally have a useful life of 20 years or less with values of more than \$500, contain moving parts, and would include such things as vehicles, generators, pumps, motors, and computers. Replacement items will also appear in the asset inventory, but usually have a dedicated funding source due to their limited useful life and importance to the operation of the system. On an annual basis, replacement funds are set aside in a dedicated "Replacement Fund" and build up until needed. The purpose of the Replacement Fund is to set aside money on an annual basis for items that will need to be replaced during the normal course of operating the system. Once a particular item fails, money is drawn from the Replacement Fund to replace the item in question without disrupting the existing budget.

### **Using the Replacement Tab**

A Replacement Tab is developed that lists operating assets that will be replaced within the next 20 years that will be funded out of system revenues. The Replacement Tab will contain assets identified as replacement items. For each item, a remaining useful life and replacement cost is identified. The replacement cost is the cost to replace the item at failure or replacement time. The replacement cost is divided by the remaining useful life to calculate an annual contribution to the Replacement Fund for each item. The annual total amount for replacement will then be included in the budget as a line item. These items will be funded out of system revenues, so they must be accounted for in the annual budget and in the rates and charges.

## **Capital Improvement Project Plan**

A long-term Capital Improvement Plan (CIP) should look at the utility's needs for the future. Ideally, the planning period would be at least 20 years, with a minimum of 5 years. It is understood that the specific expenditures and needs of the utility in the latter years, say 15 to 20 years, are more speculative than the needs for the first 5 to 10 years, particularly the first 5 years. However, the inclusion of the needs for this longer time period will provide a better opportunity for the wastewater or stormwater system to plan for its capital needs. Capital improvement projects are projects that the utility has an extended period of time to plan for and are projects that usually cover high cost, non-recurring items.

There are several categories of capital improvements that must be considered. The categories are listed below.

- Capital Needs Related to Future/Upcoming Regulations
- Capital Needs Related to Major Asset Replacement
- Capital Needs Related to System Expansion
- Capital Needs Related to System Consolidation or Regionalization
- Capital Needs Related to Improved Technology

In order to fund any short or long-term project, the utility must first identify the desired project and its anticipated cost. Once costs have been identified, the utility can begin to set money aside to fund future projects. The Capital Improvement Fund is funded on an annual basis and the accumulated Capital Improvement Fund monies can be used to supplement bonding for the particular project, act as a down payment or cover the entire cost of the project as determined by the utility.

### **Funding for Capital Improvement Projects**

The utility determines the estimated cost of each identified project and the intended date for project initiation. The clear identification of the project, its cost, and the intended timeframe provides the utility with a defensible presentation for setting aside and safeguarding funds for projects.

The following information is helpful when prioritizing and gaining support for a capital improvement project:

- Description of the project
- Brief statement regarding the need for the project
- Year project needed
- Is the year needed flexible or absolute
- Estimate of project cost
- How costs were estimated
- Funding source(s) considered/available for this type of project

- Changes in overall operations that may occur as a result of the project (include operator requirements, additional O&M costs, regulatory changes, any efficiencies that may be gained, etc.)
- Impact of the project on LOS

As stated previously, the CIP should cover a 20-year period. It should be updated each year so that it always shows 20 years of needs. If there are no needs in a particular year, the CIP can reflect this. Annual review of the project list may reveal that some projects can safely be pushed back for several years or may not be needed due to changing conditions. The projects are planned several years in advance, so conditions may have changed, eliminating or reducing the need for an identified project. Alternatively, some projects may now need to be addressed sooner than anticipated and the CIP will need to be adjusted accordingly.

Some of the expenses related to capital improvements may be funded out of the system's revenues rather than solely outside sources. If system revenues are to be used either to offset costs or as a debt repayment stream, the budgets and rates must reflect the costs.

### **Using the Capital Improvement Project Tab**

A Capital Improvement Project Tab lists those projects that are planned for in the next 20 years. The spreadsheet will identify the projects, the anticipated timeframe in which the project will occur, the anticipated cost of the project, and the annual contribution to the Capital Improvement Fund for the item. The annual total amount for Capital Improvement Fund will then be included in the budget as a line item. These items will be funded out of system revenues, so they must be accounted for in the annual budget and in the rates.

### **Conclusion**

Asset management is a systematic process of operating, maintaining, and upgrading assets cost-effectively. It is an active, on-going process that provides information to managers in order to make sound decisions about their capital assets and allows decision makers to better identify and manage needed investments in their utility's infrastructure.

As the concept of asset management has grown in recent years, an extensive body of resources is now available to help develop and expand our knowledge and practice of asset management. This includes resources for utilities, such as software and guidebooks, as well as resources to help local officials understand and support asset management efforts. Asset management has been a major focus of the Environmental Protection Agency (EPA). The EPA has a dedicated website to asset management with numerous guidebooks for communities, which also offers on-line training and regional seminars on the subject. In addition, the EPA has also developed asset management software called Check Up Program for Small Systems (CUPSS), which is targeted for small communities. Furthermore, the DEQ has developed the asset management workbook described in this guide which is one of many tools a community can use for asset management.

Beginning in 2013, the DEQ will be including an asset management program requirement when reissuing NPDES permits for major municipal wastewater treatment plant permits that expire on October 1, 2012, and thereafter. In addition, evolving stormwater regulations are driving improved operation and maintenance of stormwater systems. With more and more focus on asset management, it is important for your community to begin asset management planning and seek out the resources that will provide for current and long-term sustainability of your wastewater and stormwater systems.

## Appendix A

### Useful Resources

#### Asset Management Tools

Cartegraph - Public Works and Utilities Software

<http://www.cartegraph.com/>

Check Up Program for Small Systems (CUPSS) – EPA Asset Management Software

<http://water.epa.gov/infrastructure/drinkingwater/pws/cupss/index.cfm>

Cityworks - Public Asset and Work Management Solutions for Infrastructure

<http://www.cityworks.com/products/software/the-cityworks-suite/>

eRPortal - Asset and Maintenance Management Software

<http://www.erportalsoftware.com/products/enterprise-asset-management-software.asp>

Plan-It – Capital Improvement Plan Software

<http://www.cipsoftware.com/>

PubWorks – Software for Public Works

<http://www.pubworks.com/Home.aspx>

#### GIS

Ersi/ArcGIS

<http://www.esri.com/>

MapInfo – Mapping Application

<http://www.pb.com/software/Location-Intelligence/MapInfo-Suite/MapInfo-Professional.shtml>



RICK SNYDER  
GOVERNOR

STATE OF MICHIGAN  
DEPARTMENT OF ENVIRONMENTAL QUALITY  
LANSING



DAN WYANT  
DIRECTOR

November 5, 2015

Mr. Ben Bifoss, Acting City Manager  
City of Manistee  
70 Maple Street  
P.O. Box 358  
Manistee, Michigan 49660

Dear Mr. Bifoss:

SUBJECT: Notice of Grant Application Approval (**Corrected**)  
City of Manistee  
Wastewater and Stormwater Asset Management Plans  
SAW Grant Project Number 1234-01

The Michigan Department of Environmental Quality (DEQ), pursuant to Parts 52 and 53, Clean Water Assistance, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA), has reviewed your Stormwater, Asset Management, and Wastewater (SAW) Grant Application received on December 2, 2013, and determined that the application is administratively complete. The DEQ has determined that the city of Manistee is eligible to receive grant assistance as provided by Part 5204(4)(b), of the amended NREPA and hereby approves the application. Exhibit A, attached, identifies the DEQ approved grant amount along with the approved project scope, budget items with approved project costs, effective grant period (start/end dates), and ineligible services, if any.

By copy of this letter, we are requesting the Michigan Finance Authority (MFA), who will also receive a copy of your SAW Grant Application, to prepare a grant agreement for the amount stated in the attached exhibit for signature under the provisions set forth in Part 5204(4)(b), of the NREPA, as amended.

You may anticipate the grant award in November 2015. Should you have any questions about this project, please contact the project manager, Jaclyn Merchant, by phone at 517-284-5412, e-mail at Merchantj1@michigan.gov, or by mail at DEQ, P.O. Box 30241, Lansing, Michigan 48909-7741, or you may contact me.

Sincerely,

Sonya T. Butler, Chief  
Revolving Loan Section  
Office of Drinking Water and Municipal Assistance  
517-284-5433

Attachment

cc/att: Ms. Mary G. Martin, Executive Director, MFA (w/copy of SAW Grant Application)  
Mr. Shawn Middleton, Spicer Group Inc., St. Johns  
Mr. Alan J. Lambert, Assistant Attorney General, Office of Attorney General  
Mr. Brian Jankowski, DEQ-WRD, Cadillac District Office  
Ms. Jaclyn Merchant and Ms. Debbie Martinson, DEQ-ODWMA

**SAW Grant Program**

**Exhibit A**

Grantee: City of Manistee

Project Name: Wastewater and Stormwater Asset Management Plans

DEQ Approved Grant Amount: **\$1,757,500 (One Million Seven Hundred Fifty-seven Thousand Five Hundred Dollars)**

Time Period for Eligible Costs: Start Date January 2013

End Date October 2018

Description of Approved Project Scope:

Preparation of a wastewater asset management plan and a stormwater asset management plan.

<b>DEQ Approved Project Costs</b>	
1. Project Planning Costs	\$0
2. Design Engineering Costs	\$0
3. User Charge System Development Costs	\$0
4. Wastewater Asset Management Plan Costs	\$1,315,000*
5. Stormwater Asset Management Plan Costs	\$590,000
6. Stormwater Management Plan Costs	\$0
7. Innovative Wastewater and Stormwater Technology Costs	\$0
8. Disadvantaged Community Construction Costs	\$0
9. Eligible Cost Subtotal	\$1,905,000
10. LESS Local Match ( <i>if applicable</i> ) SWAMP only	\$147,500
11. Requested SAW Grant Amount (Line 9 minus Line 10)	\$1,757,500

\*Disadvantaged for wastewater asset management plan; no local match required.



## Michigan Finance Authority

### Stormwater, Asset Management, and Wastewater (SAW) GRANT AGREEMENT

This Grant Agreement ("Agreement") is made as of November 24, 2015, among the Michigan Department of Environmental Quality, Office of Drinking Water and Municipal Assistance (the "DEQ"), the Michigan Finance Authority (the "Authority") (the DEQ and the Authority are, collectively, the "State") and the City of Manistee, County of Manistee ("Grantee") in consideration for providing grant assistance to the Grantee.

The purpose of this Agreement is to provide funding for the project named below. The State is authorized to provide grant assistance pursuant to the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. Legislative appropriation of funds for grant disclosure is set forth in 2013 Public Act 59.

**The Grantee shall be required to repay the grant made under this Agreement (the "Grant"), within 90 days of being informed by the State to do so, under certain conditions, as set forth in Section XVIII. Program Specific Requirements: SAW Grant.**

Award of a Grant under this Agreement and completion of the activities identified in Exhibit A does not guarantee loan assistance from the State Revolving Fund, Strategic Water Quality Initiatives Fund, or Stormwater, Asset Management or Wastewater.

#### GRANTEE INFORMATION:

Ben Bifoss, Interim City Manager  
Name/Title of Authorized Representative  
70 Maple St.  
Address  
Manistee, MI 49660  
Address  
231-398-2801  
Telephone number

#### GRANT INFORMATION:

Project Name: WW & SW Asset Mgt Plan  
Project #: 1234-01  
Amount of Grant: \$ 1,757,500  
Amount of Match \$ 147,500  
Project \$ 1,905,000 (grant plus match)  
Start Date: 1/1/2013 End Date: 10/1/2018

#### DEQ REPRESENTATIVE:

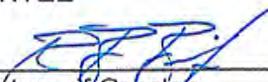
Sonya T. Butler, Chief  
Name/Title  
525 West Allegan St., PO Box 30473  
Address  
Lansing, MI 48909-7973  
Address  
(517) 373-2161  
Telephone number  
Butlers2@michigan.gov  
E-mail address

#### AUTHORITY REPRESENTATIVE:

Mary G. Martin, Executive Director, MFA  
Name/Title  
430 W. Allegan St., Austin Building  
Address  
Lansing, MI 48922  
Address  
(517) 335-0994  
Telephone number  
treas\_bondfinance@michigan.gov  
E-mail

The individuals signing below certify by their signatures that they are authorized to sign this Grant Agreement on behalf of their respective parties, and that the parties will fulfill the terms of this Agreement, including the attached Exhibit A, and use this Grant only as set forth in this Agreement.

GRANTEE

  
\_\_\_\_\_  
Signature of Grantee

\_\_\_\_\_  
November 24, 2015  
Date

R. BEN RIFOSS  
\_\_\_\_\_  
Name and title (typed or printed)

MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY

\_\_\_\_\_  
Its Authorized Officer

\_\_\_\_\_  
November 24, 2015  
Date

MICHIGAN FINANCE AUTHORITY

\_\_\_\_\_  
Its Authorized Officer

\_\_\_\_\_  
November 24, 2015  
Date

**I. PROJECT SCOPE**

This Agreement shall be in addition to any other contractual undertaking by the Grantee contained in the Resolution authorizing the Grant (the "Resolution").

This Agreement, including its exhibit(s), constitutes the entire agreement between the DEQ, the Authority, and the Grantee.

(A) The scope of this Grant is limited to the activities specified in Exhibit A (the "Project"), and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the Project identified in Exhibit A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

**II. AGREEMENT PERIOD**

This Agreement shall take effect on the date that it has been signed by all parties (the "Effective Date"). The Grantee shall complete the Project in accordance with all the terms and conditions specified in this Agreement no later than the End Date shown on page one. **Only costs incurred on or after January 2, 2013 and between the Start Date and the End Date shall be eligible for payment under this Grant.**

**III. CHANGES**

Any decreases in the amount of the Grantee's compensation, significant changes to the Project, or extension of the End Date, shall be requested by the Grantee in writing, and approved in writing by the State in advance. The State reserves the right to deny requests for changes to the Agreement including its Exhibit A. No changes can be implemented without approval by the State.

October 6, 2015

#### **IV. GRANTEE PAYMENTS AND REPORTING REQUIREMENTS**

The Grantee shall meet the reporting requirements specified in Section XVIII of this Agreement.

#### **V. GRANTEE RESPONSIBILITIES**

(A) The Grantee agrees to abide by all local, state, and federal laws, rules, ordinances and regulations in the performance of this Grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Grant is not a guarantee of permit approval by the state.

(C) The Grantee shall be solely responsible to pay all taxes, if any, that arise from the Grantee's receipt of this Grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services furnished by its subcontractors under this Agreement. The State will consider the Grantee to be the sole point of contact concerning contractual matters, including payment resulting from this Grant. The Grantee or its subcontractor shall, without additional grant award, correct or revise any errors, omissions, or other deficiencies in designs, drawings, specifications, reports, or other services.

(E) The DEQ's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The DEQ's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willfully file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the Grant.

#### **VI. ASSIGNABILITY**

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

#### **VII. NON-DISCRIMINATION**

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

October 6, 2015

## **VIII. UNFAIR LABOR PRACTICES**

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

## **IX. LIABILITY**

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, any subcontractor, or anyone employed by the Grantee.

(B) All liability as a result of claims, demands, costs, or judgments arising out of activities to be carried out by the State in the performance of this Agreement is the responsibility of the State and not the responsibility of the Grantee if the liability is materially caused by any State employee or agent.

(C) In the event that liability arises as a result of activities conducted jointly by the Grantee and the State in fulfillment of their responsibilities under this Agreement, such liability is held by the Grantee and the State in relation to each party's responsibilities under these joint activities.

(D) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

## **X. CONFLICT OF INTEREST**

No government employee or member of the legislative, judicial, or executive branches or member of the Grantee's governing body, its employees, partner, agencies or their families shall have benefit financially from any part of this Agreement.

## **XI. AUDIT AND ACCESS TO RECORDS**

See Section XVIII (C).

## **XII. INSURANCE**

(A) The Grantee shall maintain insurance or self insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement or from the actions of others for whom the Grantee may be held liable.

(B) The Grantee must comply with applicant workers' compensation laws while engaging in activities authorized under this Agreement.

## **XIII. OTHER SOURCES OF FUNDING**

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement shall not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State, the total amount representing such duplication of funding.

## **XIV. COMPENSATION**

(A) A breakdown of Project costs covered under this Agreement is identified in Exhibit A. The State will pay the Grantee a total amount not to exceed the amount on page one of this Agreement, in accordance with Exhibit A, and only for expenses incurred. All other costs over and above the Grant amount, necessary to complete the Project, are the sole responsibility of the Grantee.

October 6, 2015

(B) The Grantee is committed to the match amount on page one of this Agreement, in accordance with Exhibit A. The Grantee shall expend all local match committed to the Project by the End Date of this Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

#### **XV. CLOSEOUT**

(A) A determination of Project completion shall be made by the DEQ after the Grantee has met any match obligations and satisfactorily completed the activities and provided products and deliverables described in Exhibit A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments or funds in excess of the costs allowed by this Agreement.

#### **XVI. CANCELLATION**

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, or other lack of funding upon request by Grantee or upon mutual agreement by the State and Grantee. The State reserves the right to provide just and equitable compensation to the Grantee for all satisfactory work completed under this Agreement.

#### **XVII. TERMINATION**

(A) This Agreement may also be terminated by the State for any of the following reasons upon 30 days written notice to the Grantee:

(1) If the Grantee fails to comply with the terms and conditions of the Agreement or with the requirements of the authorizing legislation cited on page 1 or the rules promulgated thereunder, or with other applicable law or rules.

(2) If the Grantee knowingly and willfully presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

(3) If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.

(4) During the 30-day written notice period, the State shall also withhold payment for any findings under subparagraphs 1 through 3, above.

(5) If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.

(B) The State may immediately terminate this Agreement without further liability if the Grantee, or any agent of

*October 6, 2015*

the Grantee, or any agent of any subagreement, is:

- (1) Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract;
  - (2) Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
  - (3) Convicted under state or federal antitrust statutes;
  - (4) Convicted of any other criminal offense which, in the sole discretion of the State, reflects on the Grantee's business integrity; or
- (C) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

#### **XVIII. PROGRAM-SPECIFIC REQUIREMENTS: SAW REPAYABLE GRANT**

(A) General Representations. The Grantee represents and warrants to, and agrees with, the Authority and DEQ, as of the date hereof as follows:

- (1) Grant funds shall be expended only to cover costs for the development of an Asset Management Plan, Stormwater Management Plan, innovative wastewater or stormwater technology, construction costs for disadvantaged communities, or for planning, design and user charge development.
- (2) Grant funds used for administrative activities or activities performed by municipal employees shall be limited to work that is directly related to the Project and is conducted by employees of the Grantee.
- (3) The Grantee has full legal right, power and authority to execute this Agreement, and to consummate all transactions contemplated by this Agreement, the Resolution, and any and all other agreements relating thereto. The Grantee has duly authorized and approved the execution and delivery of this Agreement, the performance by the Grantee of its obligations contained in this Agreement, and this Agreement is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.
- (4) The Resolution has been duly adopted by the Grantee, acting through its executive(s) or governing body, is in full force and effect as of the date hereof, and is a valid, legally binding action of the Grantee, enforceable in accordance with the terms thereof except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the rights of creditors generally, and by principles of equity if equitable remedies are sought.
- (5) The execution and delivery of this Agreement by the Grantee, and the fulfillment of the terms and conditions of, and the carrying out of the transactions contemplated by the Resolution and this Agreement do not and will not conflict with or constitute on the part of the Grantee a breach of, or a default under any existing law (including, without limitation, the Michigan Constitution), any court or administrative regulation, decree or order or any agreement, indenture, mortgage, obligation, lease or other instrument to which the Grantee is subject or by which it is bound and which breach or default would materially affect the validity or binding effect of the Grant, or result in a default or lien on any assets of the Grantee. No event has occurred or is continuing which with the lapse of time or the giving of notice, or both, would constitute a default by the Grantee under the Resolution or this Agreement.
- (6) No consent or approval of, or registration or declaration with, or permit from, any federal, state or other governmental body or instrumentality, is or was required in connection with enactment by the Grantee of the

*October 6, 2015*

Resolution, or execution and delivery by the Grantee of this Agreement which has not already been obtained, nor is any further election or referendum of voters required in connection therewith which has not already been held and certified and all applicable referendum periods have expired.

(7) Proceeds of the Grant will be applied (i) to the financing of the Project or a portion thereof as set forth in the Resolution and Exhibit A or (ii) to reimburse the Grantee for a portion of the cost of the Project. The Grantee will expend the proceeds of each disbursement of the Grant for the governmental purpose for which the Grant was issued.

(8) The attached Exhibit A contains a summary of the estimated cost of the Project, which the Grantee certifies is a reasonable and accurate estimate.

(9) The Grantee reasonably expects (i) to fulfill all conditions set forth in this Agreement to receive and to keep the Grant, and (ii) that no event will occur as set forth in this Agreement which will require the Grantee to repay the Grant.

(B) Repayment of Grant. The Grantee shall repay the Grant, within 90 days of being informed to do so, with interest calculated from the date Grant funds are first drawn at a rate not to exceed 8% per year, to be determined by the Authority, to the Authority for deposit into the SWQIF.

“(a) A grant recipient (shall) proceed with a project for which grant funding is provided within 3 years after the department approves the grant (executed grant agreement). For asset management programs related to sewage collection and treatment systems, this includes significant progress, as determined by the department, toward achieving the funding structure necessary to implement the program.

(b) The grant recipient (shall) repay the grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority for deposit into the fund if the applicant is unable to, or decides not to, proceed with a construction project or begin implementation of an asset management program for which grant funding is provided.”

SAW grant recipients for wastewater system asset management plans are required to make significant progress on the funding structure. Significant progress is defined as a 5-year plan to eliminate the gap with a minimum initial rate increase to close at least 10 percent of the funding gap. The first rate increase must be implemented within three years of the executed grant. The applicant will need to certify that all grant activities have been completed at the end of three years. Asset management plans for stormwater systems are to be implemented. Stormwater management grant recipients must develop a stormwater management plan. Innovative project grant recipients must proceed with full implementation or certify that the project is not financially or technically feasible.

(C) Covenants and Certifications.

(1) The Grantee has the legal, managerial, institutional, and financial capability to plan, design, and build the Project, or cause the Project to be built, and cause all facilities eventually constructed to be adequately operated.

(2) The Grantee certifies that no undisclosed fact or event, or pending litigation, will materially or adversely affect the Project, the prospects for its completion, or the Grantee's ability to make timely repayments of the grant if any of the two (2) conditions identified under Section XVIII(B) occur.

(3) The Grantee agrees to provide the minimum appropriate local match for grant-eligible costs and disburse match funds to service providers concurrent with grant disbursements.

(4) The Grantee agrees to maintain complete books and records relating to the grant and financial affairs of the Project in accordance with generally accepted accounting principles ("GAAP") and generally accepted

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government auditing standards ("GAGAS").

(5) The Grantee agrees that all municipal contracts related to the Project will provide that the contractor and any subcontractor may be subject to a financial audit and must comply with GAAP and GAGAS.

(6) The Grantee agrees to provide any necessary written authorizations to the DEQ and the Authority for the purpose of examining, reviewing, or auditing the financial records of the Project. The applicant also agrees to require similar authorizations from all contractors, consultants, property owners or agents with which the applicant negotiates an agreement.

(7) The Grantee agrees that all pertinent records shall be retained and available to the DEQ and the Authority for a minimum of three years after satisfactory completion of the Project and final payment. If litigation, a claim, an appeal, or an audit is begun before the end of the three-year period, records shall be retained and available until the three years have passed or until the action is completed and resolved, whichever is longer.

(8) The Grantee agrees to ensure that planning and design activities of the Project are conducted in compliance with the requirements of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended, its Administrative Rules; and all applicable state and federal laws, executive orders, regulations, policies, and procedures.

(9) The Grantee agrees that the Project shall proceed in a timely fashion and will exercise its best efforts to satisfy the program requirements as identified under Section XVIII(B) within three years of award of the SAW Grant from the Strategic Water Quality Initiatives Fund in accordance with Section 5204(e) of the Natural Resources and Environmental Protection Act 1994, PA 451, as amended.

(10) The Grantee acknowledges that acceptance of a wastewater asset management grant will subsequently affect future NPDES permits to include asset management language as applicable.

(D) Grantee Reimbursements and Deliverables

The Grantee may request grant disbursements no more frequently than monthly, using the Disbursement Request Form provided by the DEQ. Upon receipt of a disbursement request, the DEQ will notify the Authority, which will in turn disburse grant funds equal to 75 percent, 90 percent, or 100 percent of eligible costs, whichever percentage is applicable, that have been adequately documented. The forms provided by the State will include instructions on their use and shall be submitted to the DEQ representative at the address on page 1. All required supporting documentation (invoices) for expenses must be included with the disbursement request form. The Grantee is responsible for the final submittal of all documents prepared under this Grant and included in the Project Scope identified in Exhibit A.

(E) Miscellaneous Provisions.

(1) Applicable Law and Nonassignability. This Agreement shall be governed by the laws of the State of Michigan.

(2) Severability. If any clause, provision or section of this Agreement be ruled invalid or unenforceable by any court of competent jurisdiction, the invalidity or unenforceability of such clause, provision or section shall not affect any of the remaining clauses, provisions or sections.

(3) Execution of Counterparts. This Agreement may be executed in several counterparts each of which shall be regarded as an original and all of which shall constitute one and the same document.

October 6, 2015

## **XIX. USE OF MATERIAL**

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the DEQ funded all or a portion of its development.

## **XX. SUBCONTRACTS**

The State reserves the right to deny the use of any consultant, contractor, associate or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

## **XXI. ANTI-LOBBYING**

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "'Lobbying' means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

## **XXII. IRAN SANCTIONS ACT**

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses as outlined in Michigan Compiled Law 129.312

## **XXIII. DEBARMENT AND SUSPENSION**

By signing this Agreement, the Grantee certifies to the best of its knowledge and belief that it, its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a 3-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

October 6, 2015

SAW Grant Program

Exhibit A

Grantee: City of Manistee

Project Name: Wastewater and Stormwater Asset Management Plans

DEQ Approved Grant Amount: ~~\$1,846,000 (One Million Eight Hundred Forty-six Thousand Dollars)~~ *\$1,757,500 ONE MILLION SEVEN HUNDRED FIFTY-SEVEN THOUSAND FIVE HUNDRED DOLLAR*

Time Period for Eligible Costs: Start Date January 2013

End Date October 2018

Description of Approved Project Scope:

Preparation of a wastewater asset management plan and a stormwater asset management plan.

DEQ Approved Project Costs	
1. Project Planning Costs	\$0
2. Design Engineering Costs	
3. User Charge System Development Costs	\$0
4. Wastewater Asset Management Plan Costs	\$1,315,000*
5. Stormwater Asset Management Plan Costs	\$590,000
6. Stormwater Management Plan Costs	\$0
7. Innovative Wastewater and Stormwater Technology Costs	\$0
8. Disadvantaged Community Construction Costs	\$0
9. Eligible Cost Subtotal	\$1,905,000
10. LESS Local Match (if applicable) SWAMP only	\$147,500
11. Requested SAW Grant Amount (Line 9 minus Line 10)	\$1,757,500

\*Disadvantaged for wastewater asset management plan; no local match required.



70 Maple Street, Manistee, Michigan 49660-1688

CERTIFICATION

I, Michelle Wright, the duly authorized City Clerk of the City of Manistee, Manistee County, Michigan, do hereby certify that the following is a true copy of the resolution adopted by the Manistee City Council at the meeting held on November 19, 2013 at which the SAW Grant application was approved.

The Authorized Representative for the City of Manistee was named as the City Manager, a position that was held by Mitchell D. Deisch. Mr. Deisch is no longer employed by the City of Manistee. The position is currently held by R. Ben Bifoss, Interim City Manager. He will represent the City of Manistee as the Authorized Representative and is authorized to take any actions necessary to comply with the requirements with the issuance of the Grant.

A handwritten signature in blue ink that reads 'Michelle Wright'.

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

Dated: October 29, 2015

CC 11/19/13

City of Manistee  
County of Manistee

Resolution Authorizing the SAW Grant Agreement

Minutes of the regular meeting of the City Council of the City of Manistee, County of Manistee, State of Michigan, (the "Municipality") held on November 19, 2013

PRESENT: Members: Kenny, Cote, Hornkohl, Goodspeed, Zaring, Wittlieff, and Gustad

ABSENT: Members: none

Member Hornkohl offered and moved the adoption of the following resolution, seconded by Member Goodspeed.

WHEREAS, Part 52 (strategic water quality initiatives) of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended ("Part 52"), provides at MCL 324.5204e that the Michigan Finance Authority (the "MFA") in consultation with the Michigan Department of Environmental Quality (the "DEQ") shall establish a strategic water quality initiatives grant program; and

WHEREAS, in accordance with the provisions of 2012 PA 511, which provides grants to municipalities for sewage collection and treatment systems or storm water or nonpoint source pollution control; and

WHEREAS, in accordance with the provisions of 1985 PA 227, as amended, Part 52, and other applicable provisions of law, the MFA, the DEQ, and the Municipality that is a grant recipient shall enter into a grant agreement (the "SAW Grant Agreement") that requires the Municipality to repay the grant under certain conditions as set forth in MCL 324.5204e, as amended; and

WHEREAS, the Municipality does hereby determine it necessary to (select one or more) **X establish an asset management plan**,  establish a stormwater management plan,  **establish a plan for wastewater/stormwater**, **X establish a design of wastewater/stormwater**,  pursue innovative technology, or  initiate construction activities (up to \$500,000 for disadvantaged community).

WHEREAS, it is the determination of the Municipality that at this time, a grant in the aggregate principal amount not to exceed \$1,905,000 ("Grant") be requested from the MFA and the DEQ to pay for the above-mentioned undertaking(s); and

WHEREAS, the Municipality shall obtain this Grant by entering into the SAW Grant Agreement with the MFA and the DEQ.

NOW, THEREFORE, BE IT RESOLVED THAT:

1. City Manager (*title of the designee's position*), a position currently held by Mitchell D. Deisch (*name of the designee*), is designated as the Authorized Representative for purposes of the SAW Grant Agreement.
2. The proposed form of the SAW Grant Agreement between the Municipality, the MFA and DEQ (attached Sample Grant Agreement) is hereby approved and the Authorized Representative is authorized and directed to execute the SAW Grant Agreement with such revisions as are permitted by law and agreed to by the Authorized Representative.
3. The Municipality shall repay the Grant, within 90 days of being informed to do so, with interest at a rate not to exceed 8 percent per year, to the Authority if the Municipality is unable to, or decides not to, proceed with constructing the project or implementing the asset management program for which the funding is provided within 3 years of the Grant award.
4. The Grant, if repayable, shall be a first budget obligation of the Municipality, and the Municipality is required, if necessary, to levy ad valorem taxes on all taxable property in the Municipality for the payment thereof, subject to applicable constitutional, statutory and Municipality tax rate limitations.
5. The Municipality shall not invest, reinvest or accumulate any moneys deemed to be Grant funds, nor shall it use Grant funds for the general local government administration activities or activities performed by municipal employees that are unrelated to the project.
6. The Authorized Representative is hereby jointly or severally authorized to take any actions necessary to comply with the requirements of the MFA and the DEQ in connection with the issuance of the Grant. The Authorized Representative is hereby jointly or severally authorized to execute and deliver such other contracts, certificates, documents, instruments, applications and other papers as may be required by the MFA or the DEQ or as may be otherwise necessary to effect the approval and delivery of the Grant.
7. The Municipality acknowledges that the SAW Grant Agreement is a contract between the Municipality, the MFA and the DEQ.
8. All resolutions and parts of resolutions insofar as they conflict with the provisions of this Resolution are rescinded.

YEAS: Members: Kenny, Cote, Hornkohl, Goodspeed, Zaring, Wittlieff, Gustad

NAYS: Members: none

RESOLUTION DECLARED ADOPTED

THE FORM WILL NOT BE ACCEPTED IF IT HAS BEEN EDITED, ALTERED, RETYPED, OR CONVERTED TO ANY OTHER FORMAT.

I hereby certify that the foregoing is a true and complete copy of a resolution adopted by the City Council of the City of Manistee, County of Manistee, said meeting was conducted and public notice of said meeting was given pursuant to and in full compliance with the Open Meetings Act, being Act 267, Public Acts of Michigan, 1976, and that the minutes of said meeting were kept and will be or have been made available as required by said Act.

  
Name Michelle Wright  
City \_\_\_\_\_ of Manistee, Clerk  
State of Michigan County of Manistee

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## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – November 19, 2013

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A regular meeting of the Manistee City Council was called to order by her honor, Mayor Colleen Kenny on Tuesday, November 19, 2013 at 7:00 p.m. in the City Hall Council Chambers, 70 Maple Street, followed by the Pledge of Allegiance.

**PRESENT:** Colleen Kenny, Edward Cote, Robert Hornkohl, Robert Goodspeed, Catherine Zaring, Mark Wittlieff, and Eric Gustad.

**ALSO PRESENT:** City Manager – Mitch Deisch, City Attorney – George Saylor, City Clerk – Michelle Wright, DPW Director – Jeff Mikula, Finance Director – Ed Bradford, Public Safety Director – Dave Bachman, and City Engineer – Shawn Middleton/Spicer Group.

### CITIZEN COMMENTS ON AGENDA RELATED ITEMS.

*None received.*

### CONSENT AGENDA.

- Minutes
  - October 15, 2013 - Regular Meeting
  - November 6, 2013 - Regular Meeting
  - November 12, 2013 - Organizational Meeting
- Payroll
  - October 14-27, 2013 - \$ 116,626.35
  - Oct. 28 – Nov. 10, 2013 - \$ 111,549.20
- Cash Balances Report - September 2013
- Monthly Bills
  - October 10, 2013 - \$ 487,865.73
  - October 10, 2013 EFT - \$ 48,574.31
  - October 18, 2013 EFT - \$ 7,065.21
  - October 29, 2013 - \$ 238,422.34
- Notification Regarding Next Work Session – December 10, 2013  
A discussion will be conducted on the Street Asset Management Plan; and such business as may come before the Council.
- Consideration of Victorian Sleighbell Parade and Old Christmas Weekend.  
The Annual Victorian Sleighbell Parade and Old Christmas Weekend are scheduled for December 5-8, 2013. The Manistee Main Street DDA and Festival Committee are requesting various street closures and other assistance from City personnel. This annual event includes a parade on River Street followed by fireworks and other activities throughout the weekend that highlight our Victorian heritage. Public Safety Director Dave Bachman supports approval of this request.

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

With a roll call vote this motion passed unanimously.

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## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – November 19, 2013

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AYES: Kenny, Cote, Hornkohl, Goodspeed, Zaring, Wittlieff, and Gustad  
NAYS: None

### CONSIDERATION OF APPOINTING STREET ADMINISTRATOR.

Whereas, Section 13 (9) of Act 51, Public Acts of 1951 provided that each incorporated city and village to which funds are returned under the provisions of this section, that, "the responsibility for street improvements, maintenance, and traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting shall be coordinated by a single administrator to be designated by the governing body who shall be responsible for and shall represent the municipality in transactions with the State Transportation Department pursuant to this act."

MOTION by Goodspeed, second by Hornkohl to designate Jeffrey W. Mikula as the single Street Administrator for the City of Manistee in all transactions with the State Transportation Department as provided in Section 13 of Act 51.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Cote, Hornkohl, Goodspeed, Zaring, Wittlieff, and Gustad  
NAYS: None

### CONSIDERATION OF PURCHASING WATER DEPARTMENT SERVICE TRUCK.

The City of Manistee Department of Public Works has solicited bids to replace the existing 2004 Econoline Van which is currently used daily by the service person in the water department. The existing van is not rated for the heavy loads that we have subjected it to over the last 10 years. As such, the van requires frequent maintenance and has reached its useful service life. The proposed replacement is a 2014 one ton truck with a full service body. This new water service truck was included in the revised Motor Pool plan which was presented to Council at the 10/8/13 work session. Bids were solicited from the three local vendors. Two bids were received with the low bid of \$33,613 submitted by Manistee Ford.

MOTION by Hornkohl, second by Cote to approve the purchase of one F350 Truck with a Reading Service body from Manistee Ford. The bid amount is \$33,613 less trade-in allowance of \$1,600 for the existing van; for a total purchase price of \$32,013.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Cote, Hornkohl, Goodspeed, Zaring, Wittlieff, and Gustad  
NAYS: None

**CONSIDERATION OF A RESOLUTION RECOGNIZING THE UNITED WAY AS A NON-PROFIT ORGANIZATION.**

As part of their annual fundraising campaign the United Way would like to conduct a raffle. Prior to the State of Michigan issuing a license for this raffle the City of Manistee would need to recognize the United Way as a non-profit organization.

MOTION by Cote, second by Goodspeed to recognize the Manistee United Way as a non-profit organization for the purpose of applying for a Charitable Gaming License through the State of Michigan.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Cote, Hornkohl, Goodspeed, Zaring, Wittlieff, and Gustad

NAYS: None

**CONSIDERATION OF A PROFESSIONAL SERVICES AGREEMENT WITH THE SPICER GROUP; SAW GRANT RESOLUTION.**

The City of Manistee has been working with the Spicer Group to prepare a scope of work to apply for and complete design work, studies and asset management plans for the wastewater and stormwater systems. The scope of work totals \$1,905,000 with the maximum local match being \$326,250. The Michigan Department of Environmental Quality (MDEQ) has determined on a preliminary basis that Manistee qualifies as a disadvantaged business based on the debt load of the utility systems. If confirmed, the local match would be \$0.00.

MOTION by Hornkohl, second by Goodspeed to approve a Professional Services Agreement with Spicer Group, Inc. in the amount of \$1,905,000; authorize the City Manager to execute the SAW Grant application on behalf of the City; and to approve the MDEQ resolution authorizing the SAW grant agreement. Lengthy discussion followed.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Cote, Hornkohl, Goodspeed, Zaring, Wittlieff, and Gustad

NAYS: None

**A REPORT FROM THE HARBOR COMMISSION, DPW/PARKS/TREE COMMISSION.**

Harbormaster Dave Bachman reported on the activities of the Harbor Commission and responded to questions the Council had regarding their activities.

Public Works Leadman Brandon Prince, Parks Leadman Gary Niesen, and DPW Director Jeff Mikula reported on the activities of the DPW/Parks/Tree Commission and responded to questions the Council had regarding their activities.

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**PROCEEDINGS OF THE MANISTEE CITY COUNCIL – November 19, 2013**

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**PRESENTATION OF FIRST QUARTER FINANCIAL REPORT AND INVESTMENT UPDATE BY FINANCE DIRECTOR ED BRADFORD.**

**CITIZEN COMMENT.**

Representative Ray Franz gave an update on recent bills that have been approved in Lansing.

**OFFICIALS AND STAFF.**

Deisch commented on the inaccuracy of recent paid advertisements in the Manistee News Advocate by “The Real Manistee” group.

**COUNCILMEMBERS.**

Goodspeed wished everyone a Happy Thanksgiving.

Zaring stated that the Sleighbell Parade committee is in need of information ambassadors.

Wittlieff reminded the public of the Planning Commission’s master plan visioning session to be held Thursday, November 21<sup>st</sup>.

Kenny stated that the work session on December 10<sup>th</sup> will have a discussion on the City’s street asset management plan; nice article in Midwest Living on Manistee and the Sleighbell Weekend; and wished everyone a safe and enjoyable Thanksgiving.

**ADJOURN.**

MOTION to adjourn was made by Goodspeed, second by Hornkohl. Meeting adjourned at 8:58 p.m.

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

**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 December 1, 2015, Councilmember \_\_\_\_\_, supported by Councilmember \_\_\_\_\_, moved the adoption of the following resolution.

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

**A RESOLUTION OF NECESSITY, AUTHORIZING THE ACQUISITION  
OF PROPERTY BY NEGOTIATION OR EMINENT DOMAIN IF  
NECESSARY**

WHEREAS, the City of Manistee (the "City") is a Michigan Home Rule City organized by The Home Rule City Act, 1909 PA 279, MCL 117.1 *et seq.*; and

WHEREAS, Twelfth Street (the "Street") within the City is owned and maintained by the City as a public street for the use and enjoyment of citizens and visitors; and

WHEREAS, the City Council believes it is necessary for the public health, safety and welfare to improve the Street and, specifically, to acquire an easement to expand and extend a portion thereof southerly over land privately owned and located in Filer Township, Manistee County, Michigan (the "Project"); and

WHEREAS, in order to expand and extend Twelfth Street between Oak and Maple Streets into Filer Township, the City must acquire an easement identified on EXHIBIT A to this Resolution (the "Property"); and

WHEREAS, the City is a body corporate possessing the authority, including, without limitation, to acquire such easement by eminent domain; and

WHEREAS, the Uniform Condemnation Procedures Act, 1980 P.A. 87, as amended (the "Act"), MCL 213.51 *et seq.*, established certain procedures for the taking of property by eminent domain; and

WHEREAS, the City has thus far been unable to acquire an easement on terms acceptable to it.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

1. The undertaking of the Project is necessary to protect and enhance the public health, safety, and welfare and is within the City's scope of powers.
2. The City Council finds that there is immediate public need to acquire an easement to expand and extend the Street; and

3. The City's Manager, City's staff, City's engineers and consultants, and the City's Attorneys, and their respective representatives, are authorized and directed to take any and all steps necessary to conduct inspection and testing of the Property and to acquire the Property either by a negotiated acquisition or by eminent domain including, without limitation, engaging, as needed, appraisers, engineers, environmental consultants, title examiners and other experts; establishing the amount of just compensation; making of good faith written offers; executing, completing, filing, and recording on behalf of the City deeds, declarations of taking, and other documents; entering into agreements in lieu of litigation; filing of one or more complaints and undertaking litigation;
  
4. All resolutions, parts of resolution or other City action in conflict herewith shall be and the same are hereby rescinded.

YEAS: \_\_\_\_\_  
 NAYS: \_\_\_\_\_  
 ABSENT: \_\_\_\_\_  
 ABSTAIN: \_\_\_\_\_

**RESOLUTION DECLARED ADOPTED.**

**CERTIFICATION**

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

\_\_\_\_\_  
 Michelle Wright, City Clerk

EXHIBIT A

See Attached drawing.

Legal description of the Property:

An exclusive, perpetual easement to improve public safety with the installation of public road improvements to widen 12th Street on, over, across, under and through the following described lands, the easement is described as follows, to wit:

The North Twenty-eight (28) feet of the following described parcels located in the Township of Filer, Manistee County, Michigan, to-wit:

Parcel 1: Parcel Tax ID# 06-114-100-01

Part of the Northeast (NE ¼) One-quarter of the Northeast (NE ¼) One-quarter, commencing at the Northeast corner of the said Section for point of beginning, thence West 157.96 feet, thence South 193 feet, thence East to the East Line of SD Section, thence North 193 feet to point of beginning, Section 14, T21N, R17W.

Parcel 2: Parcel Tax ID# 06-114-100-08

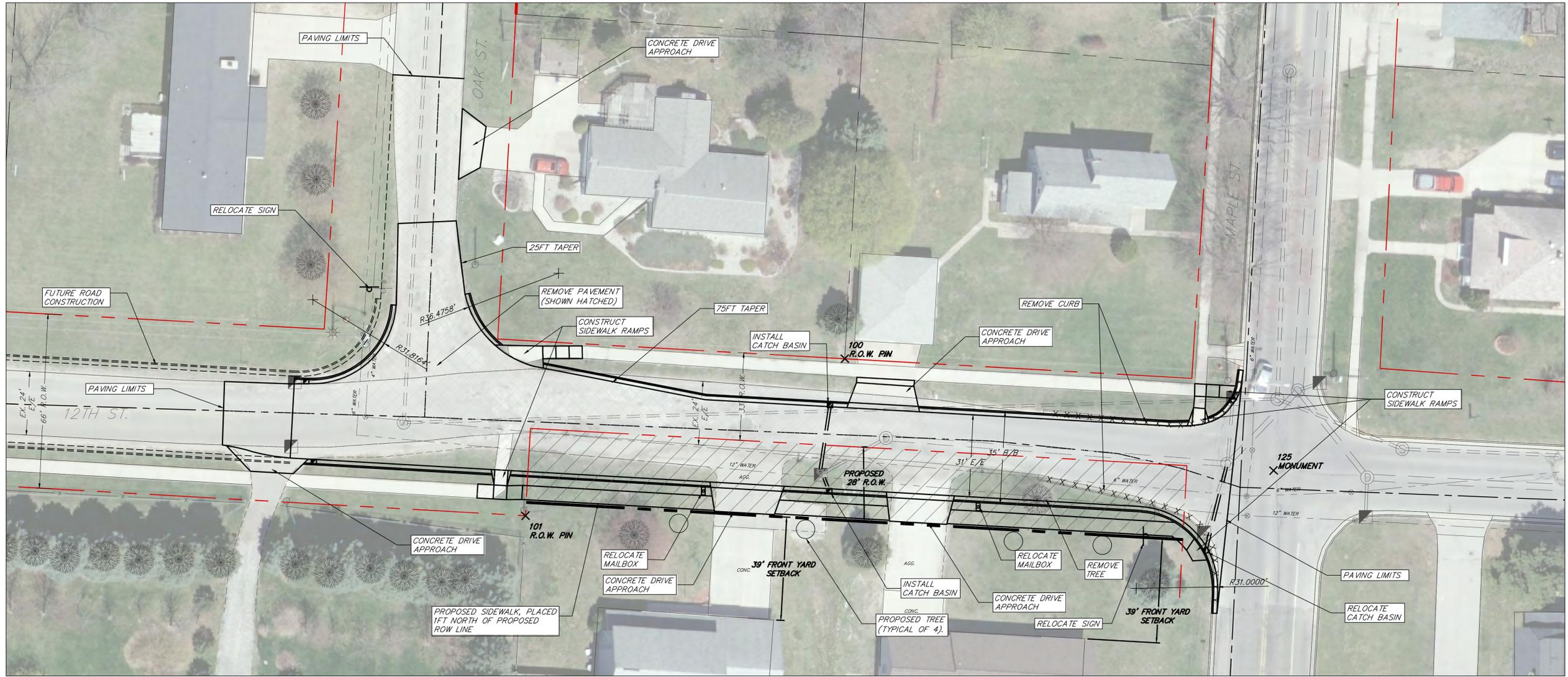
Part of the Northeast (NE ¼) One-quarter of the Northeast (NE ¼) One-quarter, commencing at the Northeast corner of the said Section, thence West 158 Feet for point of beginning, thence South 193 feet, West 125 feet, North 193 feet, East 125 feet to point of beginning. Section 14, T21N, R17W.

OWNERS: Deidra K. Robison (Parcel 1), David A. Edmondson and Hilary J. Edmondson (Parcel 2)

PARCEL NUMBERS: 06-114-100-01 (Robison) and 06-114-100-08 (Edmondson)

INTEREST TO BE TAKEN: Easement over North Twenty-eight (28') feet of each parcel.

ESTIMATED JUST COMPENSATION: TBD



**OPTION #1 - 35' B/B  
MAJOR STREET STANDARD  
(CONFORMS WITH MDOT STANDARDS)**

SCALE: 1" = 20'-0"

LEGEND	
	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	PROPOSED ACQUISITION AREA

FILE LOC: \PLOT DATE: 11/24/2015 11:30:27 AM  
 WORKORDER NO.: 120924SG2013 - Task 006 12th Street-Maple to Oak-Design-Plan-Street-Option1.dwg  
 DESIGNED BY: RCE  
 CHECKED BY: RCE  
 APPROVED BY: RCE  
 PLOTTING SCALE: 1" = 20'

BY	MARK	REVISIONS	DATE

THE WORK REPRESENTED BY THIS DRAWING WAS DESIGNED BY THE ENGINEER FOR THIS SPECIFIC APPLICATION AND SPECIFIC LOCATION DESCRIBED HEREIN IN ACCORDANCE WITH THE CONDITIONS PREVALENT AT THE TIME THE DESIGN WAS DONE. THE ENGINEER DOES NOT GUARANTEE AND WILL NOT BE LIABLE FOR ANY OTHER LOCATION, CONDITION, DESIGN OR PURPOSE.

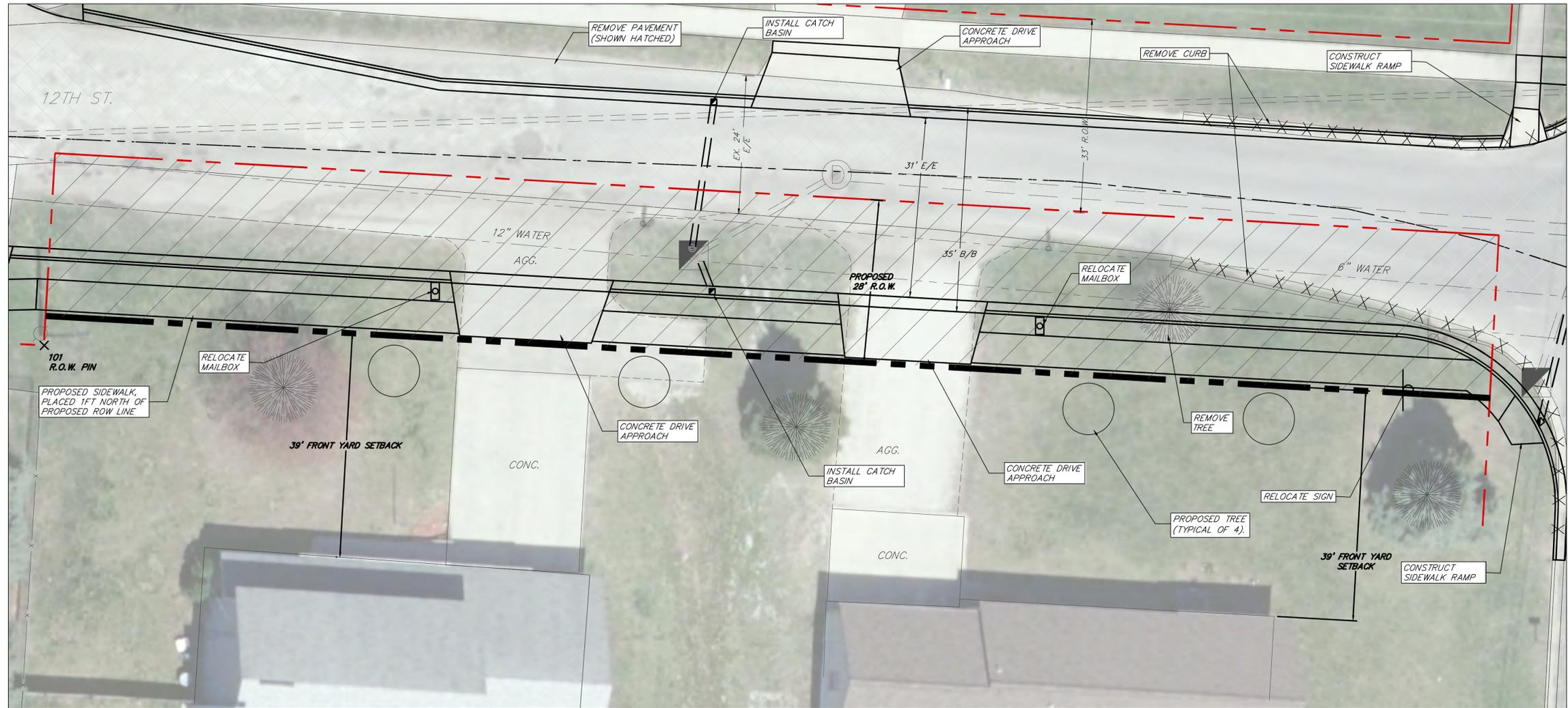
CITY OF MANISTEE  
MANISTEE COUNTY, MICHIGAN

**12TH ST - OAK ST TO  
MAPLE ST RECONSTRUCTION  
OPTION #1**

OFFICE LOCATIONS SAGINAW, MI ST. JOHNS, MI BELLEVILLE, MI GRAND RAPIDS, MI BENTON HARBOR, MI	<b>Spicer group</b>	ST. JOHNS OFFICE 1400 Zeeb Drive St. Johns, MI 48879 Tel. 989-224-2355 Fax. 989-224-2357 www.SpicerGroup.com
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DE. BY: RCE DR. BY: RCE	CH. BY: - APP. BY: -	PROJECT NO. <b>120924SG2013</b>
STDS.	SHEET <b>01</b> OF <b>01</b>	
DATE SCALE	NOV. 2015 1" = 20'	FILE NO.

FILE LOC: \PLOT DATE: 11/24/2015 11:29:40 AM  
 WORKORDER NO.: 120924SG2013 - Task 006 12th Street\_Mapsle to Oak\Design\Plan Street\Option1.dwg  
 DESIGNED BY: RCE  
 CHECKED BY: RCE  
 APPROVED BY: RCE  
 PLOTTING SCALE: 1" = 10'-0"



**OPTION #1 - 35' B/B  
 MAJOR STREET STANDARD  
 (CONFORMS WITH MDOT STANDARDS)**

SCALE: 1" = 10'-0"

LEGEND	
	EXISTING RIGHT-OF-WAY
	PROPOSED RIGHT-OF-WAY
	PROPOSED ACQUISITION AREA

BY	MARK	REVISIONS	DATE

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CITY OF MANISTEE  
 MANISTEE COUNTY, MICHIGAN

**12TH ST - OAK ST TO  
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DE. BY: RCE	CH. BY: -	PROJECT NO.
DR. BY: RCE	APP. BY: -	120924SG2013
STDS.	SHEET 01 OF 01	
DATE NOV., 2015	FILE NO.	
SCALE 1" = 10'		

City of Manistee  
12<sup>th</sup> Street Improvements  
Maple Street to Oak Street  
Special Meeting  
May 5<sup>th</sup>, 2015



# Existing Roadway Conditions



## CONDITION

- PASER Rating = 2
- Poor condition
- Potholes
- Pothole repairs
- Failing base
- Poor drainage
- Limited pedestrian access
  - No Shoulder for bikers
  - One Sidewalk on North side for walkers

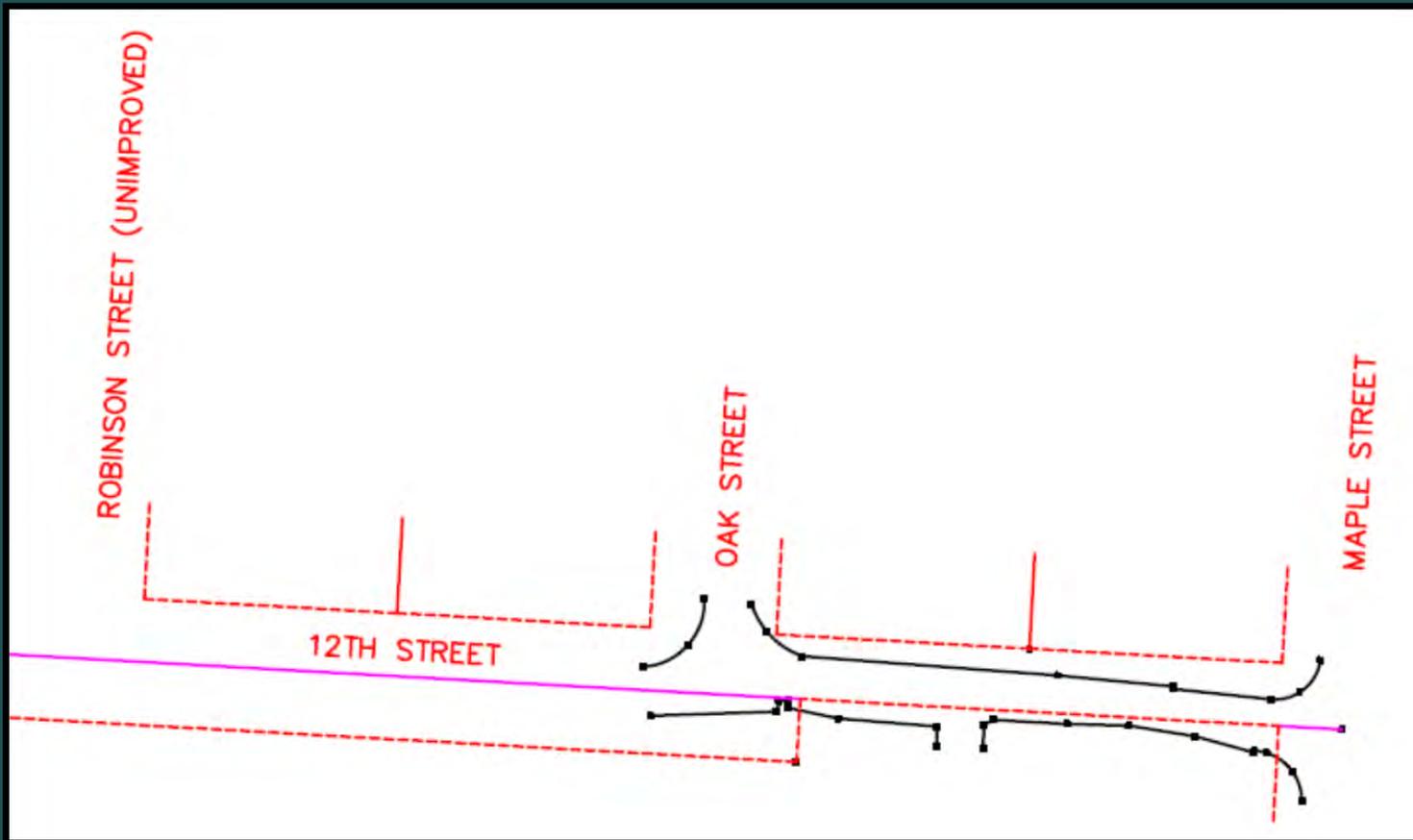
# Existing Condition - Winter 2014/2015



# City of Manistee Original Plat

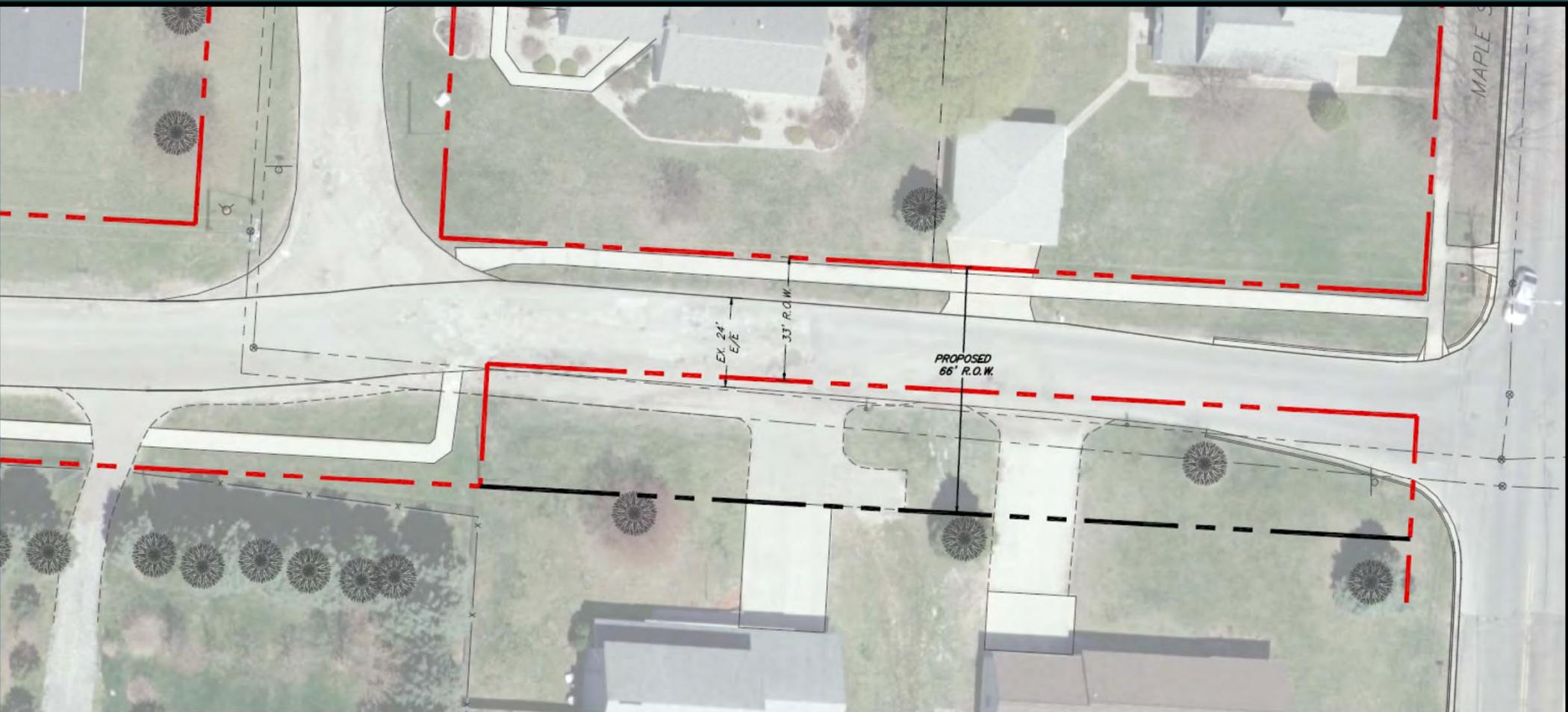


# Existing Conditions – Pavement and ROW



Existing Pavement Outside of Right of Way (ROW)

# Existing Conditions



# Need for Improvements

- ▶ Road - Poor Condition
  - ▶ Poor subgrade
  - ▶ Poor drainage and subgrade drainage
  - ▶ Deteriorated pavement section
- ▶ Not designed for current traffic loading
- ▶ Designated as a Major Street on MDOT Act 51 maps
  - ▶ Should be designed to meet this designation
- ▶ Motorized and non-motorized traffic flow/ safety

# Street Improvement Standards

- ▶ The American Association of State Highway Officials (AASHTO)
  - ▶ Policy on Geometric Design of Highways and Streets
- ▶ Michigan Department of Transportation (MDOT)
  - ▶ Local Agency Program Guidelines for Geometrics
    - ▶ New Construction/ Reconstruction (4R)
    - ▶ Resurfacing, Restoration, and Rehabilitation (3R)
- ▶ City of Manistee Major Street Standard

# Street Improvement Standards – 12<sup>th</sup> Street

- ▶ Minimum driving lane width (AASHTO/ MDOT 3R)
  - ▶ Minimum Lane Width = 12 feet
    - ▶ Average Daily Traffic (ADT) > 750 vehicles per day
    - ▶ Truck/bus traffic > 10% of traffic flow
    - ▶ Design speed <45 MPH
- ▶ Minimum turning radius = 25 Feet (AASHTO, Turning Radius Templates)
  - ▶ Inside turning radius, absolute minimum
  - ▶ Assume 40 foot typical bus

# City of Manistee – Major Street Standard

- ▶ 12<sup>th</sup> Street is a designated Major Street (MDOT Act 51 Maps)
- ▶ Designation is due to higher traffic volumes and higher pedestrian traffic
- ▶ Standard is in place to provide:
  - ▶ Improved traffic flow for higher traffic volumes
  - ▶ Improved safety for motorized traffic
  - ▶ Improved safety for non-motorized traffic
    - ▶ Bike traffic (Increased shoulder width/bike lanes)
    - ▶ Pedestrian Traffic (Sidewalks on each side to minimize crossing of roadways)

# City of Manistee – Major Street Standard

- ▶ Major Street Standard
  - ▶ Drive Lanes = 12 Foot
  - ▶ Shoulders/ Bike Lanes = 3.5 Foot
  - ▶ Curb and Gutter (Width = 2 feet – 6" Curb & 18" Gutter)
  - ▶ Standard 5 foot sidewalk on both sides
  - ▶ Sidewalk typically 1 foot off of ROW line
  - ▶ Typical green belt between sidewalk and Curb = 9.5 feet
    - ▶ Allows for mailboxes
    - ▶ Green buffer
    - ▶ Snow storage
    - ▶ Etc.

# Proposed Options

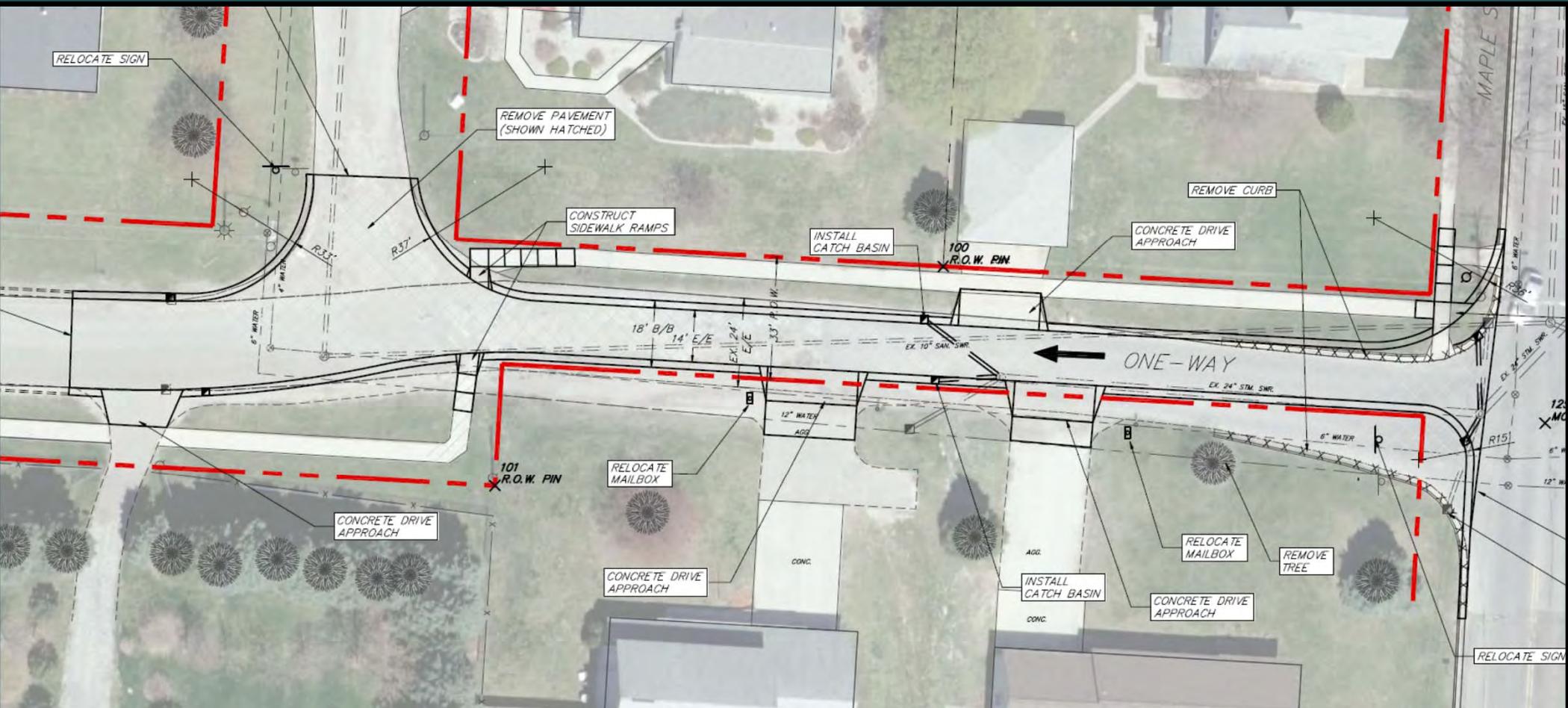
- ▶ Basis of Design Considerations
  - ▶ Construct future road within publicly owned Right of Way
  - ▶ Satisfy minimum AASHTO and MDOT 3R/4R Guidelines
    - ▶ Lane widths
    - ▶ Turning Radii
  - ▶ Meet City of Manistee Major Street Standard Key elements to the maximum extent practical
    - ▶ Motorized and non-motorized traffic flow/ safety
      - ▶ High traffic area
      - ▶ High School traffic

# Proposed Options

- ▶ Two options Identified which meet these criteria
  - ▶ Option #1 – Major Street Standard
    - ▶ Meets Major Street Standard
    - ▶ Meets lane width and turning radius requirements
    - ▶ Requires Additional ROW
  - ▶ Option #2 – One Way Traffic (Westbound)
    - ▶ No additional ROW required
    - ▶ Meets lane width and turning radius requirements
    - ▶ Allows for only one sidewalk on north side

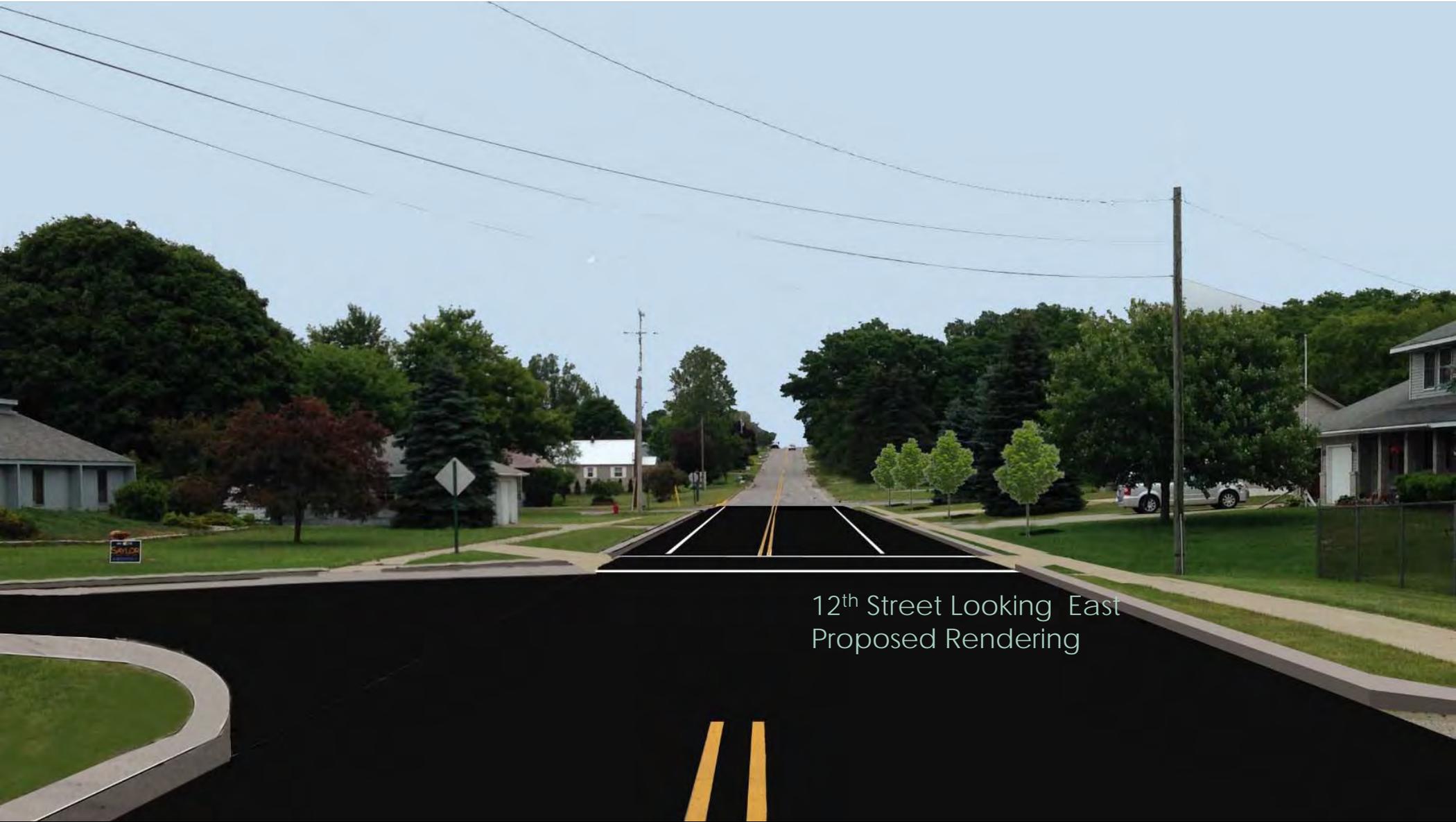


# Option #2 – One Way Westbound





12<sup>th</sup> Street Looking East  
Existing Condition



12<sup>th</sup> Street Looking East  
Proposed Rendering

**APPLICANTS NEEDED  
CITY OF MANISTEE**

**BOARD OF REVIEW.** (1) regular member - term ending 12/31/18.

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 or appointed officials of the City.

Application forms are available at the City Clerk's office, 70 Maple Street or <http://www.manistee.mi.gov>. Applications must be returned by Monday, November 23, 2015 at 5 p.m. to be considered for appointment at the December 1, 2015 City Council meeting.