

# MANISTEE CITY COUNCIL

## MEETING AGENDA

TUESDAY, SEPTEMBER 2, 2014 – 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.) Approval of Payroll.  
b.) Cash Balances Report.
- XI. a.) 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 August 19, 2014 regular meeting as attached.

**VI. Financial Report.**

- \*a.) APPROVAL OF PAYROLL.
- \*b.) CASH BALANCES REPORT.

**VII. Unfinished Business.**

**VIII. New Business.**

a.) CONSIDERATION OF LOCAL REVENUE SHARING BOARD GRANT APPLICATIONS.

The Local Revenue Sharing Board (LRSB) distributes 2% money from the Little River Casino. The deadline for 2014 Cycle II applications is Friday, September 5, 2014. City Staff has prepared grant applications for submission to the LRSB.

At this time Council could take action to authorize the submission of grant applications to the Local Revenue Sharing Board for the second cycle in 2014.

b.) CONSIDERATION OF INTRODUCING ORDINANCE 14-07 CHAPTER 606 ANIMALS AMENDMENTS.

The Ad Hoc Domestic Animals Committee first met in July of 2013 to undertake a review of the current ordinance. Following numerous meetings a draft ordinance was prepared and the committee took action on May 22, 2014 to submit the draft to the Council Ordinance Committee. At their meeting of June 10, 2014 the Council Ordinance Committee sent the draft back to the Domestic Animals Committee stating that cats and dogs should be treated equally in regards to licensing and running free. A joint meeting of both committees was held on August 6, 2014 when there was significant discussion on the draft ordinance; specifically on how cats were addressed in the draft. Following this discussion both committees agreed that there would not be the same restrictions on cats as there are with dogs and formed a consensus that the revised draft ordinance should be forwarded to full Council for action. The attached draft was prepared by the City Attorney and is recommended for adoption.

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

At this time Council could take action to introduce Ordinance 14-07 amending Chapter 606 Animals.

c.) CONSIDERATION OF THE PURCHASE OF A PIONEER PORTABLE PUMP.

The Water and Sewer Departments have been implementing a plan to provide redundancy for its critical components. This portable pump station will be used in the event of a pump failure, communications failure, WWTP maintenance, and water main breaks.

This is a budgeted item in the 2014-2015 fiscal year budget. While this is over the budgeted amount, the generator bid came in under budget and will offset the difference. The generator bid will be considered at an upcoming meeting.

At this time Council could take action to authorize the purchase of a Pioneer Portable Pump from Kennedy Industries in the amount of \$43,015.

d.) **CONSIDERATION OF A CONTRACT TO CLOSE CSO #008, SWIDORSKI EXCAVATING.**

CSO #008 is located along the riverbank south of Century Terrace and has been taken out of service. The current weir structure does not extend to the top of the diversion chamber and could allow sewage to be discharged into the river. The Michigan Department of Environmental Quality has required the City to complete a full closure. Only one bid was received to close CSO #008, however, the bid is within the budgeted amount. The City Attorney has reviewed and approved the contract.

At this time Council could take action to accept the bid from Swidorski Excavating in the amount of \$19,800 to close CSO #008; and further authorize the Mayor and City Clerk to execute the agreement.

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

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

A Council work session has been scheduled for Tuesday, September 9, 2014 at 7 p.m. A discussion will be conducted on the Board and Commission Application Process, the DPW Recycling Center; 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.**

MDD:cl

**COUNCIL AGENDA ATTACHMENTS:**

Council Meeting Minutes – August 19, 2014

Cash Balances Report

LRSB Grant Applications

Animal Ordinance

Portable Pump Station Purchase

Swidorski Contract CSO #008

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## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – August 19, 2014

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A regular meeting of the Manistee City Council was called to order by her honor, Mayor Colleen Kenny on Tuesday, August 19, 2014 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 – Richard Wilson, City Clerk – Michelle Wright, DPW Director – Jeff Mikula, and City Engineer – Shawn Middleton/Spicer Group.

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

Judy Carl – 159 Quincy Street commented on approving the 8/6/14 City Council minutes, read an excerpt from the Council Guidelines, and referred to comments made by a Councilmember regarding rumors against Mr. Patulski.

Jon Madsen – 521 Browning Avenue commented on the deer culling issue, money involved, no increase in accidents, and didn't see it being a problem.

### **CONSENT AGENDA.**

- Minutes
  - August 6, 2014 - Regular Meeting
  - August 12, 2014 - Work Session
- Payroll
  - August 4 - 16, 2014 - \$ 127,494.14
- Monthly Bills
  - July 14, 2014 - \$ 466,429.36
  - July 17, 2014 - \$ 673,166.68
  - July 30, 2014 - \$ 887,925.21
- Notification Regarding Next Work Session – September 9, 2014  
A discussion will be conducted on the Board and Commission Application Process, the DPW Recycling Center; and such business as may come before the Council.

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

With a roll call vote this motion passed unanimously.

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

**NAYS:** None

### **CONSIDERATION OF MSDDA BUDGET AMENDMENTS FOR FISCAL YEAR 2013-2014.**

The Manistee Main Street Downtown Development Authority is required by State law to ensure that actual expenditures do not exceed budgeted amounts. The proposed budget amendment addresses

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## PROCEEDINGS OF THE MANISTEE CITY COUNCIL – August 19, 2014

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expenditures to avoid any year-end negative budget variances.

MOTION by Zaring, second by Hornkohl to adopt budget amendments for the Manistee Main Street Downtown Development Authority 2013-2014 Fiscal Year Budget. Patrick Kay, executive director of the MSDDA, gave an explanation of the budget amendments.

With a roll call vote this motion passed unanimously.

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

NAYS: None

### **PRESENTATION OF THE WATER GENERAL PLAN STUDY COMPLETED BY ABONMARCHE CONSULTANTS, INC.**

### **A REPORT FROM THE PARKS & BEAUTIFICATION COMMISSION, THE PARKS DEPARTMENT, THE TREE COMMISSION AND THE PUBLIC WORKS DEPARTMENT.**

Ms. Lynn Vasquez reported on the activities of the Parks & Beautification Commission and responded to questions the Council had regarding their activities.

Mr. Brandon Prince – DPW leadperson and Mr. Gary Niesen – Parks leadperson reported on the activities of the Public Works Department, Tree Commission, and Parks Department and responded to questions the Council had regarding their activities.

### **CITIZEN COMMENT.**

Comments were received by:

- Judy Carl – 159 Quincy Street / council accusation of a resident starting a blog, compared oil and gas impact study to prior information given, asked for other analyses.

### **OFFICIALS AND STAFF.**

*None received.*

### **COUNCILMEMBERS.**

Goodspeed applauded the Parks, Water, and DPW employees.

### **ADJOURN.**

MOTION to adjourn was made by Goodspeed, second by Hornkohl. Meeting adjourned at 7:50 p.m.

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

**CASH TRANSACTIONS REPORT**

07/31/14

Page: 1

MONTH: JULY

8/26/2014

City of Manistee

1:04 pm

Account Number	Beginning Balance	Debit	Credit	Ending Balance
<b>Fund: 100 - A/P PAYING FUND</b>				
Dept: 000				
001.000 Cash	9,410.27	2,027,529.52	2,027,521.25	9,418.54
Total Dept: 000	9,410.27	2,027,529.52	2,027,521.25	9,418.54
<b>Fund: 100</b>	9,410.27	2,027,529.52	2,027,521.25	9,418.54
<b>Fund: 101 - GENERAL FUND</b>				
Dept: 000				
001.000 Cash	264,530.66	959,633.07	613,653.02	610,510.71
001.002 Cash - Escrow	115,144.79	26,321.96	0.00	141,466.75
004.000 Cash - Petty	800.00	0.00	0.00	800.00
017.000 MBIA Mi Class Inv	57,174.61	4.65	0.00	57,179.26
Total Dept: 000	437,650.06	985,959.68	613,653.02	809,956.72
<b>Fund: 101</b>	437,650.06	985,959.68	613,653.02	809,956.72
<b>Fund: 202 - MAJOR STREET FUND</b>				
Dept: 000				
001.000 Cash	156,105.31	73,479.24	160,806.67	68,777.88
Total Dept: 000	156,105.31	73,479.24	160,806.67	68,777.88
<b>Fund: 202</b>	156,105.31	73,479.24	160,806.67	68,777.88
<b>Fund: 203 - LOCAL STREET FUND</b>				
Dept: 000				
001.000 Cash	31,286.54	10,744.82	6,750.00	35,281.36
Total Dept: 000	31,286.54	10,744.82	6,750.00	35,281.36
<b>Fund: 203</b>	31,286.54	10,744.82	6,750.00	35,281.36
<b>Fund: 204 - STREET IMPROVEMENT FUND</b>				
Dept: 000				
001.000 Cash	47,406.05	216.39	0.00	47,622.44
Total Dept: 000	47,406.05	216.39	0.00	47,622.44
<b>Fund: 204</b>	47,406.05	216.39	0.00	47,622.44
<b>Fund: 226 - CITY REFUSE FUND</b>				
Dept: 000				
001.000 Cash	31,618.17	65,346.85	11,095.75	85,869.27
001.030 Cash Mgt Chk	98,929.34	8.40	0.00	98,937.74
Total Dept: 000	130,547.51	65,355.25	11,095.75	184,807.01
<b>Fund: 226</b>	130,547.51	65,355.25	11,095.75	184,807.01
<b>Fund: 243 - BROWNFIELD REDEVELOPMENT AUTHO</b>				
Dept: 000				
001.000 Cash	26,623.08	0.00	0.00	26,623.08
Total Dept: 000	26,623.08	0.00	0.00	26,623.08
<b>Fund: 243</b>	26,623.08	0.00	0.00	26,623.08
<b>Fund: 245 - OIL &amp; GAS FUND</b>				
Dept: 000				
001.000 Cash	113,720.62	7,876.68	0.00	121,597.30
001.020 Money Market	274,422.36	0.00	0.00	274,422.36
Total Dept: 000	388,142.98	7,876.68	0.00	396,019.66

**CASH TRANSACTIONS REPORT**

07/31/14

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8/26/2014

1:04 pm

MONTH: JULY

City of Manistee

Account Number	Beginning Balance	Debit	Credit	Ending Balance
<b>Fund: 245</b>	388,142.98	7,876.68	0.00	396,019.66
<b>Fund: 249 - BUILDING INSPECTOR</b>				
Dept: 000				
001.000 Cash	5,739.05	551.10	3,918.30	2,371.85
Total Dept: 000	5,739.05	551.10	3,918.30	2,371.85
<b>Fund: 249</b>	5,739.05	551.10	3,918.30	2,371.85
<b>Fund: 275 - GRANT MANAGEMENT FUND</b>				
Dept: 000				
001.000 Cash	53,594.44	63,750.00	0.00	117,344.44
Total Dept: 000	53,594.44	63,750.00	0.00	117,344.44
<b>Fund: 275</b>	53,594.44	63,750.00	0.00	117,344.44
<b>Fund: 290 - PEG COMMISSION</b>				
Dept: 000				
001.000 Cash	4,680.69	25,501.06	3,750.25	26,431.50
Total Dept: 000	4,680.69	25,501.06	3,750.25	26,431.50
<b>Fund: 290</b>	4,680.69	25,501.06	3,750.25	26,431.50
<b>Fund: 296 - RAMSDELL THEATRE</b>				
Dept: 000				
001.000 Cash	85,369.87	44,963.92	73,730.55	56,603.24
004.000 Cash - Petty	500.00	0.00	300.00	200.00
Total Dept: 000	85,869.87	44,963.92	74,030.55	56,803.24
<b>Fund: 296</b>	85,869.87	44,963.92	74,030.55	56,803.24
<b>Fund: 297 - FRIENDS OF THE RAMSDELL</b>				
Dept: 000				
001.000 Cash	4,073.03	0.16	0.00	4,073.19
Total Dept: 000	4,073.03	0.16	0.00	4,073.19
<b>Fund: 297</b>	4,073.03	0.16	0.00	4,073.19
<b>Fund: 430 - CAPITAL IMPROVEMENT FUND</b>				
Dept: 000				
001.000 Cash	68,504.05	2.53	5,600.00	62,906.58
Total Dept: 000	68,504.05	2.53	5,600.00	62,906.58
<b>Fund: 430</b>	68,504.05	2.53	5,600.00	62,906.58
<b>Fund: 490 - RENAISSANCE PARK</b>				
Dept: 000				
001.000 Cash	1,099.04	0.04	0.00	1,099.08
Total Dept: 000	1,099.04	0.04	0.00	1,099.08
<b>Fund: 490</b>	1,099.04	0.04	0.00	1,099.08
<b>Fund: 508 - BOAT RAMP FUND</b>				
Dept: 000				
001.000 Cash	10,287.80	6,990.59	2,499.85	14,778.54
004.000 Cash - Petty	1,001.00	0.00	0.00	1,001.00
Total Dept: 000	11,288.80	6,990.59	2,499.85	15,779.54
<b>Fund: 508</b>	11,288.80	6,990.59	2,499.85	15,779.54

**CASH TRANSACTIONS REPORT**

07/31/14

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MONTH: JULY

8/26/2014

City of Manistee

1:04 pm

Account Number	Beginning Balance	Debit	Credit	Ending Balance
<b>Fund: 573 - WATER &amp; SEWER UTILITY</b>				
Dept: 000				
001.000 Cash	518,000.08	298,571.20	125,177.57	691,393.71
001.002 Cash - Escrow	36,200.00	1,100.00	3,400.00	33,900.00
004.000 Cash - Petty	300.00	0.00	0.00	300.00
017.000 MBIA Mi Class Inv	488,874.42	39.42	0.00	488,913.84
Total Dept: 000	1,043,374.50	299,710.62	128,577.57	1,214,507.55
<b>Fund: 573</b>	1,043,374.50	299,710.62	128,577.57	1,214,507.55
<b>Fund: 594 - MARINA FUND</b>				
Dept: 000				
001.000 Cash	63,936.07	18,000.20	26,473.04	55,463.23
004.000 Cash - Petty	300.00	0.00	0.00	300.00
Total Dept: 000	64,236.07	18,000.20	26,473.04	55,763.23
<b>Fund: 594</b>	64,236.07	18,000.20	26,473.04	55,763.23
<b>Fund: 661 - MOTOR POOL FUND</b>				
Dept: 000				
001.000 Cash	425,895.62	26,268.17	0.00	452,163.79
Total Dept: 000	425,895.62	26,268.17	0.00	452,163.79
<b>Fund: 661</b>	425,895.62	26,268.17	0.00	452,163.79
<b>Fund: 703 - CURRENT TAX COLLECTION</b>				
Dept: 000				
001.000 Cash	220,059.76	1,981,224.07	1,371,663.98	829,619.85
Total Dept: 000	220,059.76	1,981,224.07	1,371,663.98	829,619.85
<b>Fund: 703</b>	220,059.76	1,981,224.07	1,371,663.98	829,619.85
<b>Fund: 704 - PAYROLL CLEARING FUND</b>				
Dept: 000				
001.000 Cash	37,406.77	528,413.42	536,585.66	29,234.53
001.005 Cash - NEW Flex \ HRA	11,064.35	9,732.11	9,575.34	11,221.12
001.007 Cash - Federal & State Taxes	100.55	62,613.35	62,645.77	68.13
Total Dept: 000	48,571.67	600,758.88	608,806.77	40,523.78
<b>Fund: 704</b>	48,571.67	600,758.88	608,806.77	40,523.78
<b>Fund: 705 - DELINQUENT TAX COLLECTION</b>				
Dept: 000				
001.000 Cash	1.25	100.00	0.00	101.25
Total Dept: 000	1.25	100.00	0.00	101.25
<b>Fund: 705</b>	1.25	100.00	0.00	101.25
<b>Grand Totals:</b>	3,264,159.64	6,238,982.92	5,045,147.00	4,457,995.56

MEMO TO: Mayor Colleen Kenny  
Members of City Council

FROM: Mitch Deisch, City Manager

DATE: August 26, 2014

SUBJECT: LRSB Cycle II Grant Applications



City Manager's Office  
231-398-2801

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Administration is recommending that the following Local Revenue Sharing Board grant applications be submitted for 2014 Cycle II grant funding. The deadline for grant submission is Friday, September 5, 2014 at 5 p.m. Copies of the applications are attached for your review. Proposed grant applications are as follows:

<b>PUBLIC SAFETY GRANT REQUESTS</b>	<b>GRANT REQUEST</b>
Police – Interrogation Room Video Recording System	\$6,220
Police – Spay & Neuter Feral & Stray Cats	\$3,500

MDD:cl

Enclosures



**CITY HALL**

**ADMINISTRATION**  
FAX 231.723.1546

**CITY MANAGER**  
231.398.2801

**CITY ASSESSOR**  
231.398.2802

**BUILDING INSPECTOR**  
231.398.2806

**PLANNING & ZONING**  
231.398.2805

**CLERK/TREASURER**  
FAX 231.723.5410

**CITY CLERK**  
231.398.2803

**CITY TREASURER/  
FINANCE DIRECTOR**  
231.398.2804

**WATER BILLING**  
231.723.2559

**POLICE DEPARTMENT**  
231.723.2533  
FAX 231.398.2012

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

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

**WASTEWATER PLANT**  
15 Ninth St.  
231.723.1553

Memo To: Mitch Deisch   
From: Chief Bachman   
Re: Agenda Items  
LRSB  
Date: August 14, 2014

Mitch:

This cycle I prepared two LRSB grants for submission. The first grant requests \$6,220 for a video recording system in the interrogation room. Michigan law requires police agencies to record all interview and interrogations in certain custodial felony cases. We do not have any system that is compliant with the mandatory standards set forth in the law. If awarded this system would bring us into compliance with Michigan Law and award certain protections to officers and suspects in terms of recorded statements.

The second request is for \$3,500 to be used to spay and neuter stray and feral cats. We will be partnering with the nonprofit Spay Neuter Action Group Inc. Money from this grant will be used specifically to spay and neuter cats from town. The Spay Neuter Action group will capture the cats and get them to the vet. We will use the money to pay those bills. A female cat costs \$105 while a male cat costs \$45 each. Depending on the mixture of male to female we might get 100 cats taken care of. According to research on the web through the humane society a single male cat can sire as many as 2,500 kittens a year. While a female and her offspring can produce as many as 420,000 cats in 7 years.

In order of priority, the video system is my number one project

**LOCAL REVENUE SHARING BOARD  
FOR THE LITTLE RIVER BAND OF OTTAWA INDIANS/  
STATE OF MICHIGAN GAMING COMPACT**

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**2014-CYCLE 2 APPLICATION FORM FOR GRANT  
OF COMPACT REVENUES**

(Revised December 4, 2008)

**\$6,220 for interrogation room video recording equipment**

1. Local unit of Government(s) filing the application (City, County, Township, Village, School District):

Name: **City of Manistee**

Mailing Address: **70 Maple Street  
Manistee, MI 49660**

Telephone: **231-398-2801**

Fax: **231-723-1546**

E-mail address: **mdeisch@manisteemi.gov**

Contact person: **Mitchell D. Deisch** Title: **City Manager**

2. Department/Agency making application through local unit of government (Fire Department, Planning Commission, Police Agency, etc.):

Name: **City of Manistee Police Department**

Mailing Address: **70 Maple Street  
Manistee, Michigan 49660**

Telephone: **231-723-2533**

Fax: **231-398-2012**

E-mail address: **dbachman@manisteemi.gov**

Contact person: **Chief David M Bachman** Title: **Director of Public Safety**

Signature of Contact person completing the application:



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Project Name: **Interrogation Room Video**

4. Date of application: **Wednesday, August 06, 2014**
  
5. Please check the category of grant sought by applicant. If more than one category applies, file a separate application form for each category. Please refer to the Local Revenue Sharing Board's bylaws for a further description of the categories listed below, as well as the distribution formula mandated by the Compact:

**XXXXXXXXXX Local Public Safety Organization ("Public Safety Grant").**

6. Amount requested for this Grant Cycle: **\$6,220**
  
7. The Bylaws of the Manistee Local Revenue Sharing Board define the Local Unit of Government and Local Public Safety Organization as follows:

**Eligible Local Unit of Government.** "Eligible Local Unit of Government" means a local unit of government which has a popularly elected governing body and which is in the geographic vicinity of the Band's casino.

**Local Public Safety Organization.** "Local public safety organization" includes but is not limited to law enforcement agencies maintained by political subdivisions of this State, fire and emergency medical service departments maintained by political subdivisions of this State, and 911 or central dispatch agencies maintained by political subdivisions of this State.

**Local Unit of Government.** "Local unit of government" means a political subdivision of this State, including a school district, a community college district, an intermediate school district, a city, a village, a township, a county, a road commission, and an authority, if the political subdivision has as its primary purpose the providing of local governmental services for residents in a geographically limited area of this State and has the power to act primarily on behalf of that area.

- A) Is the applicant an eligible local unit of government as defined above? Please explain.

**Yes, the City of Manistee is an eligible local unit of government and a local public safety organization as defined in the bylaws.**

- B) If the applicant is making application on behalf of a non-governmental entity, please explain the connection between the local unit of government and the

non-governmental entity.

**Not applicable.**

8. **PUBLIC SAFETY GRANT ONLY.**

Public Safety Definition: "Public Safety involves the prevention of and protection from events that could endanger the safety of the general public from significant danger, injury/harm or damage, such as crimes or disasters, natural or man-made."

A) Please explain how your application meets this definition of public safety.

**Applicant is a public safety organization as defined by Section 1.7 of the Local Revenue Sharing Board bylaws: The City of Manistee Police Department is a Public Safety Agency maintained by a political subdivision of this State (City of Manistee**

B) What is the applicant's public safety purpose/function?

**As a police agency we provide 24/7 patrol and investigative services for the City of Manistee. We provide investigative service and documentation of cases for prosecution, record keeping and evidence collection. In addition we provide education, inspection and emergency services to the community for fire and EMS.**

C) Under what legal authority was the applicant formed and/or what local unit of government is it a part of?

**The City of Manistee is a political subdivision of the State of Michigan, with a primary purpose of providing local governmental services for the residents of the City of Manistee and its visitors. The City of Manistee is empowered by Charter, most recently adopted April 1, 1968, and has the power to act on behalf of the citizenship of the City.**

D) What communities and/or local units of government does the applicant serve?

**Applicant serves the City of Manistee, its citizens and visitors.**

E) Is the funding application being made to purchase equipment or for a proposed local government project? Please explain. What are the projected start and completion dates?

**The video system has been designed as a part of this grant preparation package. Consequently we would order the equipment if the grant were awarded in December of 2014. Our expectation is the system would be installed and fully operational including any training by Feb 15, 2015**

9. **PILT GRANT ONLY.** Not applicable.
10. **OFFSET GRANT ONLY.** Not applicable
11. **OTHER GRANT ONLY.** Not applicable.
12. Please provide a complete description of the project and/or equipment being requested for funding. In addition, please list the order of priority for spending grant funds in the event that the actual grant is less than the requested amount.

**This grant is requesting the purchase of a video capture system for our interrogation room. The purpose of the system is to record suspect interrogations and interviews for court purposes. The system would record all actions and conversations in the interrogation room between police and a suspect. The system we specified in the bids completely complies with the standards as set forth by the Michigan Commission on Law Enforcement Standards MCOLES as required under Public Act 479 of 2012**

**Michigan Law Public Can No 479 of 2012 requires that Law Enforcement agencies make a time stamped, audiovisual recording of custodial interrogations for certain felonies. MCOLES was charged with creating the standards for these recordings. This system represents a best practice standard for custodial interrogations. In our case it will be used to record all interrogations conducted in the interrogation room.**

**Priority 1: Is the audio visual side of the system which includes, cameras and microphones. They cost \$4,997**

**Priority 2: Is the Computer system necessary for recording and copying interrogation video for court purposes. The cost of these components is \$1,223**

**Proposals for both components are included in the grant package.**

13. If funding is less than the requested amount, how will reduced funding affect the equipment purchase and/or project?

**Equipment estimates and installation are \$6,220 Reduced funding from the LRSB would require me to locate additional funding through the general fund or through a reduction in other department budget items. If the LRSB were able to only fund a part of the grant I would request the \$4,997 for the audio visual equipment. I would then work with staff to find a way to fund the computer side of the system. Currently I have no funds in my budget for that purchase.**

- 14.

Total budget for project/equipment:	<b>\$ 6,220</b>	Other sources:	
Portion funded by applicant:	<b>\$, 0</b>	Organization:	Amount:
Total from other source:	<b>\$</b>	<b>Previous LRSB Grant</b>	<b>\$6,220</b>
List Each →			\$ _____
Revenue Sharing Board			\$ _____
Grant funds requested:	<b>\$ 6,220</b>		\$ _____
		<b>TOTAL</b>	<b>\$6,220</b>

15. Additional information:

**Funding this grant will serve the interest of public safety by protecting the suspect and the officers from false accusations. It will ensure accurate statements get presented to a jury in a criminal case. In addition it will bring us into compliance with State Law to record suspect interrogations**

16. Has the applicant received prior grants from the Local Revenue Sharing Board? If the answer is yes, have all funds been spent?

**Yes and NO**

**In the grant cycle 1 of 2014 we received money to match a federal grant of \$107,000. As I write this application the federal government continues to post weekly awards to that program. As of today we have yet to be awarded a federal grant as requested. Until all funding is expended they will continue to make weekly awards and I am optimistic we will be awarded a grant. At that time we will expend the funds. If we are not awarded a grant we will return funds to the LRSB**

17. Project and application authorized by: **Manistee City Council On Sept. 2, 2014.**

We understand that if all or a partial grant is awarded, we will be required to complete a Grant Award Expense Report and return it to the Local Revenue Sharing Board Office.

\_\_\_\_\_  
(Signature of Governing Board Official)

\_\_\_\_\_  
**September 2, 2014**

**Colleen Kenny**  
**Mayor, City of Manistee**



P. O. Box 150530  
Grand Rapids, Michigan 49515-0530  
Telephone 616.490.1885  
[WWW.UniversalCabling.com](http://WWW.UniversalCabling.com)

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August 12, 2014

Proposal for **City of Manistee**

Attn: **Chief David M Bachman**  
Re: City of Manistee  
70 Maple St.  
Manistee, Michigan 49660

Proposal # **7567**

**Labor and material for following:**

- Provide and install a Honeywell or Samsung DVR.
- Provide and install a Honeywell or Samsung camera.
- Provide a Louroe audio interrogation room kit. The kit will include a microphone and an attorney privacy switch back to control the line level to DVR.
- Install all necessary wiring to accommodate interrogation systems.
- Adhere to fire and building codes in the install of the wiring and the system.
- System to adhere to specs spelled out in MCOLES Public Act 479 of 2012.

**Total: \$4,997.00**

Price is same for Honeywell or Samsung option.

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

**Thank you for the opportunity to provide services for the City of Manistee.**



## Quote ITRQ3388

### Prepared For:

Manistee, City  
 Dave Bachman  
 Phone:  
 dbachman@manisteemi.gov

### Prepared By:

Monique Allen  
 Assistant to Director  
 Phone: 855-487-4448 x210  
 Fax:  
 Email: mallen@itright.com



For the full presentation proposal, [click here](#) to view or download the PDF version of this quote. You can sign and fax this in, or you can save time by simply electronically accepting this quote below.

## Line Item Detail

QTY	Description	Picture	Unit Price	Ext Price
<b>Interrogation Room PC Quote</b>				
1	PC Mid Range I-5 8GB Ram..INTEL DH55TC MEDIA SERIES mATX/DDR3..WINDOWS 7 PROFESSIONAL 64-BIT OEM ..INTEL BOX CORE /I5-650 3.20GHZ..8GB 2 x 2GB DDR3-1333 ..SG 500GB / SATA / 7200RPM (ST3500418AS) w/NCQ ..SATA DVDRW..INTEL CORE GRAPHICS W/VGA DVI-D AND H...		\$750.00	\$750.00
2	2TB Sata for a Mirror		\$199.00	\$398.00
1	ASUS GT610-2GD3-CSM GeForce GT 610 2GB 64-Bit DDR3 PCI Express 2.0 x16 HDCP Ready Video Card		\$75.00	\$75.00
* all the Audio / Visual equipment for the project will be provided by Universal Cabling.				
			<b>SubTotal:</b>	<b>\$1,223.00</b>
			<b>Shipping:</b>	<b>\$0.00</b>
			<b>Sales Tax:</b>	<b>\$0.00</b>
			<b>Total:</b>	<b>\$1,223.00</b>

Ready to Accept?

Order Confirmation



[close print view](#)

## Audiovisual Recording of Custodial Interrogations ~ Public Act 479 of 2012

Public Act 479 of 2012 was signed into law late last year. This Act requires all law enforcement agencies to "make a time-stamped, audiovisual recording" of custodial interrogations for certain felonies. MCOLES was required to set the quality standards for the recordings as well as standards for geographic accessibility of equipment. Public Act 479 of 2012 is accessible by following this link:

<http://www.legislature.mi.gov/documents/2011-2012/publicact/htm/2012-PA-0479.htm> (<http://www.legislature.mi.gov/documents/2011-2012/publicact/htm/2012-PA-0479.htm>).

The MCOLES' goal was to create standards that are logistically achievable and practical for Michigan law enforcement. The challenge was to identify existing law enforcement audiovisual recording practices, research other states and federal procedures, and identify reasonable equipment options and costs. MCOLES staff completed the relevant research, conducted site visits at several law enforcement agencies with a variety of audiovisual systems, and consulted with two advisory groups. The groups offered insight from both managerial and organizational perspectives as well as technical specifications of audiovisual equipment and their application in law enforcement as defined by the Act. A field survey was also conducted in which all Michigan law enforcement agencies were invited to participate.

Based on the completed analysis, staff recommended six standards for the audiovisual recording of certain felonies as defined by the Act. On September 18, 2013 the Commission accepted the standards as follows:

### Standard 1: Recording Capability

Audiovisual equipment shall:

- Use a digital recording format;
- Capture at least 24 frames per second;
- Be compatible with a universal playback system;
- Have the capability for an authorized user to redact a copy of the original digital evidence;
- Export duplicate recordings in the original format;
- Allow for a compressed file sharing copy without loss of picture/audio quality;
- Record, without user intervention, at least a continuous 6-hour event; and
- Playback recordings in original quality, without loss of picture/audio integrity.

### Standard 2: Camera

Video cameras must:

- Record in color;
- Have a minimum of 452 horizontal lines of resolution; and
- Be positioned so all individuals within the interrogation room are captured.

### Standard 3: Microphone

Audio recording equipment shall:

- Record simultaneously with the video for recording and archiving;
- Be positioned to capture voices of individuals within the interrogation room; and
- Be of a quality to accurately record all verbal communication taking place in the interrogation room.

### Standard 4: Date/Time Stamp

Recording systems shall:

- Continually record the time/date stamp as metadata; and
- Be administrator-configurable to allow or disallow visual display.

### Standard 5: Agency Policy and Procedure

Michigan law enforcement agencies shall establish operational guidelines for the audiovisual recording of interrogations identified in law. The guidelines shall include:

- Procedures for audiovisual recordings;
- Miranda rights within the recording;
- The treatment of recordings as evidence;
- The secured storage of audiovisual recordings;
- Procedures for the copying of recordings;
- Procedures for the retention and/or destruction of recordings; and
- How the recording equipment is tested and verified.

### Standard 6: Geographic Accessibility

The geographic accessibility requirement shall be met by an agency if all of the following occur:

- Equipment meeting MCOLES audiovisual standards is reasonably accessible by an agency; and
- There is a mutual agreement in place for use of another agency's audiovisual equipment in effect; and

- The location housing the audiovisual equipment is considered to be a place of detention as defined in the Act.

**It is important to note the MCOLES cannot interpret law. If there are questions regarding the legislation, definitions, or timelines it is recommended those concerns be addressed with agency counsel or local prosecutors.**

MCOLES was also mandated to conduct an assessment of the initial cost necessary for law enforcement agencies to purchase audiovisual recording equipment and this process is ongoing. No funds have been appropriated for agency implementation of these standards by the legislature. Should an agency decide to purchase, enhance, or upgrade equipment prior to the legislature appropriating funding, those purchases will not be reimbursable as the state budget process does not work retroactively.

Updates will be posted on this Web page as they occur. Questions regarding the specific standards should be addressed to our Career Development Section, either Joyce Nelson at 517-636-0699, [nelsonj20@michigan.gov](mailto:nelsonj20@michigan.gov) or Wayne Carlson at 517-322-5614, [carlsonw1@michigan.gov](mailto:carlsonw1@michigan.gov).



Act No. 479

Public Acts of 2012

Approved by the Governor

December 27, 2012

Filed with the Secretary of State

December 28, 2012

EFFECTIVE DATE: March 28, 2013

**STATE OF MICHIGAN**

**96TH LEGISLATURE**

**REGULAR SESSION OF 2012**

**Introduced by Senator Schuitmaker**

## **ENROLLED SENATE BILL No. 152**

AN ACT to amend 1927 PA 175, entitled "An act to revise, consolidate, and codify the laws relating to criminal procedure and to define the jurisdiction, powers, and duties of courts, judges, and other officers of the court under the provisions of this act; to provide laws relative to the rights of persons accused of criminal offenses and ordinance violations; to provide for the arrest of persons charged with or suspected of criminal offenses and ordinance violations; to provide for bail of persons arrested for or accused of criminal offenses and ordinance violations; to provide for the examination of persons accused of criminal offenses; to regulate the procedure relative to grand juries, indictments, informations, and proceedings before trial; to provide for trials of persons complained of or indicted for criminal offenses and ordinance violations and to provide for the procedure in those trials; to provide for judgments and sentences of persons convicted of criminal offenses and ordinance violations; to establish a sentencing commission and to prescribe its powers and duties; to provide for procedure relating to new trials and appeals in criminal and ordinance violation cases; to provide a uniform system of probation throughout this state and the appointment of probation officers; to prescribe the powers, duties, and compensation of probation officers; to provide penalties for the violation of the duties of probation officers; to provide for procedure governing proceedings to prevent crime and proceedings for the discovery of crime; to provide for fees of officers, witnesses, and others in criminal and ordinance violation cases; to set forth miscellaneous provisions as to criminal procedure in certain cases; to provide penalties for the violation of certain provisions of this act; and to repeal all acts and parts

of acts inconsistent with or contravening any of the provisions of this act,” (MCL 760.1 to 777.69) by adding sections 7, 8, 9, 10, and 11 to chapter III.

*The People of the State of Michigan enact:*

### CHAPTER III

Sec. 7. As used in this section and sections 8 to 10 of this chapter:

- (a) “Custodial detention” means an individual’s being in a place of detention because a law enforcement official has told the individual that he or she is under arrest or because the individual, under the totality of the circumstances, reasonably could believe that he or she is under a law enforcement official’s control and is not free to leave.
- (b) “Interrogation” means questioning in a criminal investigation that may elicit a self-incriminating response from an individual and includes a law enforcement official’s words or actions that the law enforcement official should know are reasonably likely to elicit a self-incriminating response from the individual.
- (c) “Law enforcement official” means any of the following:
- (i) A police officer of this state or a political subdivision of this state as defined in section 2 of the commission on law enforcement standards act, 1965 PA 203, MCL 28.602.
  - (ii) A county sheriff or his or her deputy.
  - (iii) A prosecuting attorney.
  - (iv) A public safety officer of a college or university.
  - (v) A conservation officer of the department of natural resources and environment.
  - (vi) An individual acting under the direction of a law enforcement official described in subparagraphs (i) to (v).
- (d) “Major felony” means a felony punishable by imprisonment for life, for life or any term of years, or for a statutory maximum of 20 years or more, or a violation of section 520d of the Michigan penal code, 1931 PA 328, MCL 750.520d.
- (e) “Major felony recording” means the interrogation recording required under section 8 of this chapter or a duplicate of that recording.
- (f) “Place of detention” means a police station, correctional facility, or prisoner holding facility or another governmental facility where an individual may be held in connection with a criminal charge that has been or may be filed against the individual.

Sec. 8. (1) This section applies if the law enforcement agency has audiovisual recording equipment that is operational or accessible as provided in section 11(3) or (4) or upon the expiration of the relevant time periods set forth in section 11(3) or (4), whichever occurs first.

(2) A law enforcement official interrogating an individual in custodial detention regarding the individual's involvement in the commission of a major felony shall make a time-stamped, audiovisual recording of the entire interrogation. A major felony recording shall include the law enforcement official's notification to the individual of the individual's Miranda rights.

(3) An individual who believes the individual's interrogation is being recorded may object to having the interrogation recorded. The individual's objection shall be documented either by the individual's objection stated on the recording or the individual's signature on a document stating the objection. If the individual refuses to document the objection either by recording or signature, a law enforcement official shall document the objection by a recording or signed document. A major felony recording may be made without the consent or knowledge of, or despite the objection of, the individual being interrogated.

(4) A major felony recording shall be produced using equipment and procedures that are designed to prevent alteration of the recording's audio or visual record.

(5) Pursuant to any request of discovery, the prosecutor shall provide a copy of the recorded statement to the defense counsel of record or to the defendant if he or she is not represented by defense counsel. The court shall not require the police or the prosecutor to prepare or pay for a transcript of a recorded statement. A court or the defense may have a transcript prepared at its own expense.

(6) Prior to conviction or acquittal, a statement recorded under this section is exempt from disclosure under the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246.

Sec. 9. Any failure to record a statement as required under section 8 of this chapter or to preserve a recorded statement does not prevent any law enforcement official present during the taking of the statement from testifying in court as to the circumstances and content of the individual's statement if the court determines that the statement is otherwise admissible. However, unless the individual objected to having the interrogation recorded and that objection was properly documented under section 8(3), the jury shall be instructed that it is the law of this state to record statements of an individual in custodial detention who is under interrogation for a major felony and that the jury may consider the absence of a recording in evaluating the evidence relating to the individual's statement.

Sec. 10. A failure to comply with sections 8 and 9 of this chapter does not create a civil cause of action against a department or individual. The requirement in section 8 of this chapter to produce a major felony recording is a directive to departments and law enforcement officials and not a right conferred on an individual who is interrogated.

Sec. 11. (1) The commission on law enforcement standards created under section 3 of the commission on law enforcement standards act, 1965 PA 203, MCL 28.603, shall set quality standards for the audiovisual recording of statements under section 8 of this chapter and standards for geographic accessibility of equipment in the state. The commission shall also conduct an assessment of the initial cost necessary for law enforcement agencies to purchase audiovisual recording equipment. The first assessment shall be conducted within 120 days after the effective date of the amendatory act that added this section. The commission on law enforcement standards shall conduct subsequent assessments regarding the necessary costs of purchasing, upgrading, or replacing the equipment every 2 years.

(2) The commission on law enforcement standards shall recommend to the legislature each year an annual appropriation amount to be determined by the commission's assessment performed under this section. The legislature shall annually appropriate funds to the commission on law enforcement standards for distribution to law enforcement agencies throughout the state to allow the agencies to purchase audiovisual recording equipment for purposes of this chapter. Any funds appropriated for this purpose shall be in addition to the appropriations provided to the commission on law enforcement standards and the department of state police in the immediately preceding fiscal year and shall not be appropriated from the Michigan justice training fund created in section 5 of 1982 PA 302, MCL 18.425, or the department of state police budget.

(3) Except as otherwise provided in subsection (4), law enforcement agencies shall implement sections 7 to 10 of this chapter and this section within 120 days after receiving funds under this section from the commission on law enforcement standards or acquiring access to audiovisual recording equipment as directed by the standards set forth by that commission.

(4) Notwithstanding subsection (3), a law enforcement agency shall comply with the provisions of the amendatory act that added this subsection within 60 days after the date the commission adopts the standards for audiovisual recording equipment required by this section if the law enforcement agency has audiovisual recording equipment that complies with those standards on that date, or within 60 days after the date the law enforcement agency subsequently obtains audiovisual recording equipment that complies with the adopted standards.

Secretary of the Senate

Clerk of the House of Representatives

Approved

Governor

**LOCAL REVENUE SHARING BOARD  
FOR THE LITTLE RIVER BAND OF OTTAWA INDIANS/  
STATE OF MICHIGAN GAMING COMPACT**

---

**2014-CYCLE 2 APPLICATION FORM FOR GRANT  
OF COMPACT REVENUES  
(Revised December 4, 2008)**

**\$3,500 to Spay and Neuter Feral and Stray Cats**

1. Local unit of Government(s) filing the application (City, County, Township, Village, School District):

Name: **City of Manistee**

Mailing Address: **70 Maple Street  
Manistee, MI 49660**

Telephone: **231-398-2801**

Fax: **231-723-1546**

E-mail address: **mdeisch@manisteemi.gov**

Contact person: **Mitchell D. Deisch** Title: **City Manager**

2. Department/Agency making application through local unit of government (Fire Department, Planning Commission, Police Agency, etc.):

Name: **City of Manistee Police Department**

Mailing Address: **70 Maple Street  
Manistee, Michigan 49660**

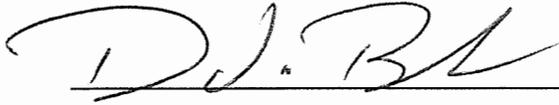
Telephone: **231-723-2533**

Fax: **231-398-2012**

E-mail address: **dbachman@manisteemi.gov**

Contact person: **Chief David M Bachman** Title: **Director of Public Safety**

Signature of Contact person completing the application:



---

Project Name: **Spay, Neuter and Release Program Partnership**

4. Date of application: **Wednesday, August 13, 2014**
  
5. Please check the category of grant sought by applicant. If more than one category applies, file a separate application form for each category. Please refer to the Local Revenue Sharing Board's bylaws for a further description of the categories listed below, as well as the distribution formula mandated by the Compact:

**XXXXXXXXXX Local Public Safety Organization ("Public Safety Grant").**

6. Amount requested for this Grant Cycle: **\$3,500**
  
7. The Bylaws of the Manistee Local Revenue Sharing Board define the Local Unit of Government and Local Public Safety Organization as follows:

**Eligible Local Unit of Government.** "Eligible Local Unit of Government" means a local unit of government which has a popularly elected governing body and which is in the geographic vicinity of the Band's casino.

**Local Public Safety Organization.** "Local public safety organization" includes but is not limited to law enforcement agencies maintained by political subdivisions of this State, fire and emergency medical service departments maintained by political subdivisions of this State, and 911 or central dispatch agencies maintained by political subdivisions of this State.

**Local Unit of Government.** "Local unit of government" means a political subdivision of this State, including a school district, a community college district, an intermediate school district, a city, a village, a township, a county, a road commission, and an authority, if the political subdivision has as its primary purpose the providing of local governmental services for residents in a geographically limited area of this State and has the power to act primarily on behalf of that area.

- A) Is the applicant an eligible local unit of government as defined above? Please explain.

**Yes, the City of Manistee is an eligible local unit of government and a local public safety organization as defined in the bylaws.**

- B) If the applicant is making application on behalf of a non-governmental entity, please explain the connection between the local unit of government and the

non-governmental entity.

**Not applicable.**

8. **PUBLIC SAFETY GRANT ONLY.**

Public Safety Definition: "Public Safety involves the prevention of and protection from events that could endanger the safety of the general public from significant danger, injury/harm or damage, such as crimes or disasters, natural or man-made."

A) Please explain how your application meets this definition of public safety.

**Applicant is a public safety organization as defined by Section 1.7 of the Local Revenue Sharing Board bylaws: The City of Manistee Police Department is a Public Safety Agency maintained by a political subdivision of this State (City of Manistee**

B) What is the applicant's public safety purpose/function?

**As a police agency we provide 24/7 patrol and investigative services for the City of Manistee. We provide investigative service and documentation of cases for prosecution, record keeping and evidence collection. In addition we provide education, inspection and emergency services to the community for fire and EMS.**

C) Under what legal authority was the applicant formed and/or what local unit of government is it a part of?

**The City of Manistee is a political subdivision of the State of Michigan, with a primary purpose of providing local governmental services for the residents of the City of Manistee and its visitors. The City of Manistee is empowered by Charter, most recently adopted April 1, 1968, and has the power to act on behalf of the citizenship of the City.**

D) What communities and/or local units of government does the applicant serve?

**Applicant serves the City of Manistee, its citizens and visitors.**

E) Is the funding application being made to purchase equipment or for a proposed local government project? Please explain. What are the projected start and completion dates?

**This program and partnership would happen as soon as the grant is awarded. Currently there is no money dedicated from the City for this project. It would continue as long as funding is available. If the program is successful, we will make an effort to generate additional funding through the police department budgeting process.**

9. **PILT GRANT ONLY.** Not applicable.
10. **OFFSET GRANT ONLY.** Not applicable
11. **OTHER GRANT ONLY.** Not applicable.
12. Please provide a complete description of the project and/or equipment being requested for funding. In addition, please list the order of priority for spending grant funds in the event that the actual grant is less than the requested amount.

**This grant requests \$3,500 from the LRSB to Spay, Neuter and Release Stray and Feral cats in the City.**

**The City Police and our Animal Control Officer have entered into a mutually agreeable partnership with the Spay Neuter Action Group INC. a 501 C Non-Profit organization with the mission of reducing the cat population in the City and County of Manistee.**

**The group has generated nearly \$5,000 in donations throughout the county and has already spayed and neutered over 300 cats. Our goal is to work with them and significantly reduce the number of stray and feral cats in the city by capturing them with the intention of spay and neutering them. The funding received would go specifically for vet surgical services for cats captured in the city.**

**City Government officials have been working for about 3 years to find the right partnership to address the stray cat problem. We feel this group represents the best possible solution for addressing that problem. The volunteers capture and take the cats to the vet for surgery,. The cats have their ears clipped so they are easily recognized and not trapped subsequent times. These cats live out their lives without breeding hundreds of kittens.**

**Because of the nature of feral and stray cats it has proven impossible to hold owners accountable for their breeding. We feel this program will positively impact the cat population and reduce the number of complaints received about cats breeding and causing a nuisance throughout the city.**

**There is no reliable estimate on the number of stray cats in the city, however it is in the hundreds. There is no shelter with the capacity to house stray and feral cats and neuter them prior to adoption.**

**Reduced funding would result in less cats having the procedure. Any amount will help the program.**

13. If funding is less than the requested amount, how will reduced funding affect the equipment purchase and/or project?

**Dollars provided all go towards vet fees for the surgery. Less money means fewer surgeries. Any amount will be specifically dedicated to the city cat population and accounted for.**

- 14.

Total budget for project/equipment:	<b>\$ 3,500</b>	Other sources:	
Portion funded by applicant:	<b>\$, 0</b>	Organization:	Amount:
Total from other source:	<b>\$</b>	<b>Previous LRSB Grant</b>	<b>\$3,500</b>
List Each →			\$
Revenue Sharing Board Grant funds requested:	<b>\$ 3,500</b>		\$
			\$
		<b>TOTAL</b>	<b>\$3,500</b>

15. Additional information:

**This is a pilot project and partnership with the Spay Neuter Action Group. With their volunteer base already established, it is a good time for us to join forces. They manage all the cats and this program will pay for surgery. It will impact the quality of life of our residents without a negative impact on our department resources. Supporting this program is a win win for us.**

16. Has the applicant received prior grants from the Local Revenue Sharing Board? If the answer is yes, have all funds been spent?

**Yes and NO**

**In the grant cycle 1 of 2014 we received money to match a federal grant of \$107,000. As I write this application the federal government continues to post weekly awards to that program. As of today we have yet to be awarded a federal grant as requested. Until all funding is expended they will continue to make weekly awards and I am optimistic we will be awarded a grant. At that time we will expend the funds. If we are not awarded a grant we will return funds to the LRSB**

17. Project and application authorized by: **Manistee City Council On Sept. 2, 2014.**

We understand that if all or a partial grant is awarded, we will be required to complete a Grant Award Expense Report and return it to the Local Revenue Sharing Board Office.

(Signature of Governing Board Official)

**September 2, 2014**

**Colleen Kenny  
Mayor, City of Manistee**

g+1 0

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# LA Animal Shelter

The LA Animal Shelter is an independent shelter which cares for and rehomes stray or neglected dogs and cats in Cumberland County, Nova Scotia. It is based just outside Amherst and is run mainly by volunteers. At the Shelter, we provide love and care, but we are not a replacement for the loving home that all companion animals deserve. If you are looking to adopt a cat or dog please try the LA Animal Shelter first.

TUESDAY, SEPTEMBER 8, 2009

## How many Litters of Kittens can a female cat have in a lifetime if not spayed?



Have you ever wondered how many litters of kittens a cat can have?

Well here are some basic numbers to show how fast cat populations can get out of hand.

The average number of litters a fertile cat can produce in one year is 3.

The average number of kittens in a feline litter is 4-6.

In seven years, one female cat and her offspring can theoretically produce 420,000 cats.

Only 1 in 12 of those 420,000 cats born find a home. :(

Even if you found homes for all your cats, you are still taking away homes that other homeless cats could have had by adding to the population.

There are no excuses for your allowing a pet cat to have kittens.

Please Spay your cat!!!!



Posted by Corinne Burke at 9:10 PM

Labels: [how many litters of kittens?](#)

### 26 comments:



Anonymous [November 23, 2010 at 9:10 PM](#)

Don't let a cat suffer please spay them.

[Reply](#)



Anonymous [October 23, 2011 at 9:58 PM](#)

Spayed cats don't poop.

[Reply](#)

#### Replies



Anonymous [January 14, 2013 at 5:41 PM](#)

There was an error in this gadget

### Cute Baby Animals

Click image for fullsize



[Concealed Carry Guide](#)

[usconcealedcarry.net](#)

### My Blog List

**Me and my dogs in Halifax, Nova Scotia**



**People for Stronger Animal Protection put on a rally in New Brunswick and tons of people come out to support them!** - A small

portion of the audience from my view at the podium I was so lucky that I was invited this past Saturday to a rally in Fredericton for the group "Pe...  
3 months ago

**Mindful Leadership**

**New Blogspot blog site** - Hello Friends, Clients, and Readers After about four months in, I am still liking my new website [silvia4dogs.com](#), however, putting up posts is a pain in th...  
8 months ago

**Poodle Muffin in Canada**



**Klaus BamBus †**  
18.11.2012 - Mach's gut, Klaus, ich werd Dich vermissen! [www.bam-bus.de](#)

1 year ago

**The NS Homeless Pet Project Blog**  
Dominic - Ummm .... my name is Dominic and I

# ORDINANCE 14-\_\_\_\_

**AN ORDINANCE TO AMEND AN ORDINANCE ENTITLED  
“CHAPTER 606 – ANIMALS”, BY REPLACING ALL EXISTING PROVISIONS WITH  
THE BELOW SECTIONS 606.01-606.99 TO THE  
CODIFIED ORDINANCES OF MANISTEE, MICHIGAN AND TO REPEAL ALL  
ORDINANCES IN CONFLICT HEREWITH**

**THE CITY OF MANISTEE ORDAINS:**

**Section 1.**

**Chapter 606 is amended by replacing all existing provisions with the following:**

**Chapter 606  
Animals**

606.01	Prohibited Animals	606.07	Sanitation of Premises
606.02	Confinement to Premises	606.08	Cruelty; Poisoning
606.03	Access to Public Ways and Places	606.09	Disposal of Dead Animals
606.04	Removal of Defecation	606.10	Appearance Tickets
606.05	Dogs	606.99	Penalty
606.06	Cats		

<b>CROSS REFERENCES</b>	
Dog Law generally see MCL 287.261 et seq.	
Registration and Identification of Dogs see MCL 287.301 et seq.	
Use of firearms to control pests - see GEN. OFF. 690.05	

**606.01 PROHIBITED ANIMALS**

- A. Annoying Animals. No person shall harbor or keep any animal or bird which causes annoyance or disturbance in a neighborhood, by making sounds common to its species or otherwise, or which endangers the safety of any person or property.
  
- B. Non-domesticated animals. No person shall keep any non-domesticated animals in violation of the Michigan Right to Farm Act or Generally Accepted Agricultural Management Practices.
  
- C. Penalty. A person who violates this section is responsible for a municipal civil infraction pursuant to Chapter 203.

**606.02            CONFINEMENT TO PREMISES**

The owner or custodian of any animal or bird shall keep such animal or bird confined to his or her own premises if necessary to avoid annoyance or disturbance in the neighborhood. A person who violates this section is responsible for a municipal civil infraction pursuant to Chapter 203.

**606.03            ACCESS TO PUBLIC WAYS AND PLACES**

No person shall tie, stake or fasten any animal in such a manner that the animal has access to any portion of any street, alley, or public place. A person who violates this section is responsible for a municipal civil infraction pursuant to Chapter 203.

**606.04            REMOVAL OF DEFECATION**

No owner or person having custody of any dog, cat or other animal shall permit such dog, cat or other domestic animal to defecate on any school grounds, public street, alley, sidewalk, tree, lawn, park, or other public grounds or private property in the City, other than on the premises or such owner or person, unless such defecation is removed immediately. A person who violates this section is responsible for a municipal civil infraction pursuant to Chapter 203.

**606.05            DOGS**

- A. Application of State Law. No person shall violate any law of the State pertaining to dogs, or any rule or regulation pertaining to dogs adopted by any State agency.
- B. License Required. Any dog subject to license, which dog is not licensed, is a nuisance and may be impounded in the County animal shelter.
- C. Running at Large. Any dog, licensed or unlicensed, which is not attached to a leash, and which is running at large in public places or private property, other than the premises of the owner or person having custody of such dog, may be impounded in the County animal shelter. When any dog is running at large, the owner or custodian may be notified by the City of a violation of this section, and after three such notices, the dog may be taken from the owner or custodian and impounded. This subsection shall not apply to City parkland which has been designated as an off-leash area by resolution of the City Council and so posted by sign.

**606.06            CATS**

- A. Application of State Law. No person shall violate any law of the State pertaining to cats, or any rule or regulation pertaining to cats adopted by any State agency.
- B. Running at Large. The owner or custodian of a cat which is not spayed nor neutered and is running at large in public places or private property, other than the premises of the owner or person having custody of such cat, is responsible for a municipal civil infraction pursuant to Chapter 203.

**606.99            PENALTY**

Any violation of this Chapter for which no penalty is stated shall be considered a municipal civil infraction pursuant to Chapter 203.

**Section 2.**

Effective Date; Publication.

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

MADE, PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MANISTEE, MANISTEE COUNTY, MICHIGAN, THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2014.

ENACTMENT DATE: \_\_\_\_\_

**CERTIFICATION**

I, Michelle Wright, do hereby certify that I am the duly appointed and acting City Clerk of the City of Manistee and that the foregoing ordinance was adopted by the City of Manistee on the \_\_\_\_ day of \_\_\_\_\_, 2014.

\_\_\_\_\_  
City Clerk

h:\data2\_n\gvs\city of manistee\ordinance amendments\animal ordinance\ordinance 14-\_\_\_\_.docx

MEMO TO: Mitch Deisch *M Deisch*  
FROM: Jeffrey W. Mikula, Public Works Director  
DATE: August 25, 2014 *Jimmy 8/25/14*  
SUBJECT: Pioneer Portable Pump



**DPW Director's Office**  
**231-723-7132**

Last year we had extensive discussions on our equipment and how we handle emergency situations. In reviewing past occurrences and future situations, it was determined that the addition of a portable pump with automatic priming, computer programmability allowing for the station to act as a portable pump station would provide us with the most flexibility and preparedness for emergency situations. The pumps capabilities will allow us to perform the following functions.

- Function as a stand-alone pump station in the event a pump station is out of service.
- Bypass pumping during pump station maintenance and rehabilitation.
- Bypass pumping the WWTP during maintenance and rehabilitation.
- Dewatering during water main breaks

Pump specifications were developed and submitted to our regular vendors and advertised on Builders Exchange and the MITN site. Six bids were received, however only the bid from Kennedy Industries met our specifications. The responsive bid was \$43,015. While this is \$5,015 over the budgeted amount, the low bid for the Renaissance Park Generator was \$9,590 lower than the budgeted amount and we will use the difference for funding.

# Portable Pump Selection

**Kennedy Industries:** Only bid that met all City specifications

**United Rentals:** Pump met specification however none of the specified accessories were included in bid price. (floats, hose racks, hose tray, hoses, reducers, strainer)

**USA Blue Book:** Did not meet specifications

**Xylem:** Did not meet specifications

**Dubois-Cooper:** Did not meet specifications

**Kerr Pump:** Did not meet specifications



BID TABULATION

PROJECT: Portable Pump - WWTP  
 BID DATE: 8/8/14 4pm

CONTRACTOR NAME	BID BOND	INSURANCE	BASE BID	ALT. NO.	ALT. NO	ALT. NO	COMMENTS
Dubois Cooper Assoc			44,229				
→ Kennedy Industries			43,015				
Xylem		45	48,254.40				+ 1200 <sup>SS</sup> delivery
United Rentals			38,425				SAME PUMP w/OUT ACCESSORIES
USA Blue Book	JD	<del>3.6</del> 3.6	29,437				not same pump
Kerr Pump	LAB	<del>3.1</del> 3.1	29,500				MAGNUM VENTURI NO HOSES OR ACCESS

DISTRIBUTER  
 COMPLETE  
 BY 10 AM 8/8  
 → KERR

DEPARTMENT ORIGINATION: WWTP / DPW

SIGNATURES: Michelle Wright City Clerk



QUOTATION		
DATE	NUMBER	PAGE
8/4/2014	56041	1 of 1

B MAN300  
 I City of Manistee  
 L 70 Maple Street  
 L MANISTEE, MI 49660  
 T  
 O

Accepted By: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 PO#: \_\_\_\_\_

ATTENTION:  
 JODY BANKS P: 231-723-1553 JBANKS@MANISTEEMI.GOV

WE ARE PLEASED TO PROPOSE THE FOLLOWING FOR YOUR CONSIDERATION:

CUSTOMER REF/PO #	JOB #	JOB TITLE	SLP	SHIPPING TYPE
QUOTE	56041	PORTABLE PUMP, PIONEER	AKM / REA	FREIGHT ALLOWED

QTY	DESCRIPTION
-----	-------------

- (1) PIONEER PRIME PREMIUM TRAILER MOUNTED PUMP PACKAGE, MODEL PP66S10L71-C4.4T WITH:
  - PIONEER HEAVY DUTY HIGH PERFORMANCE END SUCTION CENTRIFUGAL PUMP
  - 6"X6" STANDARD ANSI 150 LB FLANGE SUCTION & DISCHARGE CONNECTIONS.
  - 50 CFM AIR FLOW CAPACITY DIAPHRAGM STYLE VACUUM ASSISTED PUMP.
  - STANDARD DUCTILE IRON PUMP END CONSTRUCTION WITH RUN DRY MECHANICAL SEAL.
  - STANDARD, 10.00 INCH FULL DIAMETER, ASTM A744 CA6NM STAINLESS STEEL IMPELLER.
  - CAT MODEL C4.4T DIESEL ENGINE RATED FOR 50 CONTINUOUS HP @ 1800 RPM.
  - STANDARD LOFA CP750, ENGINE CONTROLLER WITH (2) 50' FLOATS.
  - HEAVY DUTY DOT TRAILER MOUNTED PACKAGE WITH AN 85 GALLON CAPACITY FUEL TANK.
  - ADDITIONAL (2) STABILIZER JACKS ON REAR OF TRAILER.
  - TOOL BOX MOUNTED ON TRAILER.
  - HOSE RACKS AND HOSE TRAY.
  - (2) 50' SECTIONS OF 6" HOSE WITH CAM LOCK FITTINGS.
  - (2) 6"x4" REDUCERS.
  - (2) 10' SECTIONS OF 6" HOSE WITH CAM LOCK FITTINGS.
  - (1) 6" SUCTION STRAINER.

NET PRICE INCLUDING FREIGHT, BUT NO TAXES: --- \$ 43,015.00 TOTAL

PLEASE ADD FOR THE FOLLOWING OPTIONS:

- (1) ELECTRONIC THROTTLE ACTUATOR AND HARNESS TO PROVIDE AUTOMATIC THROTTLE UP/DOWN VIA LOFA CP750 CONTROLLER: --- \$2,315.00

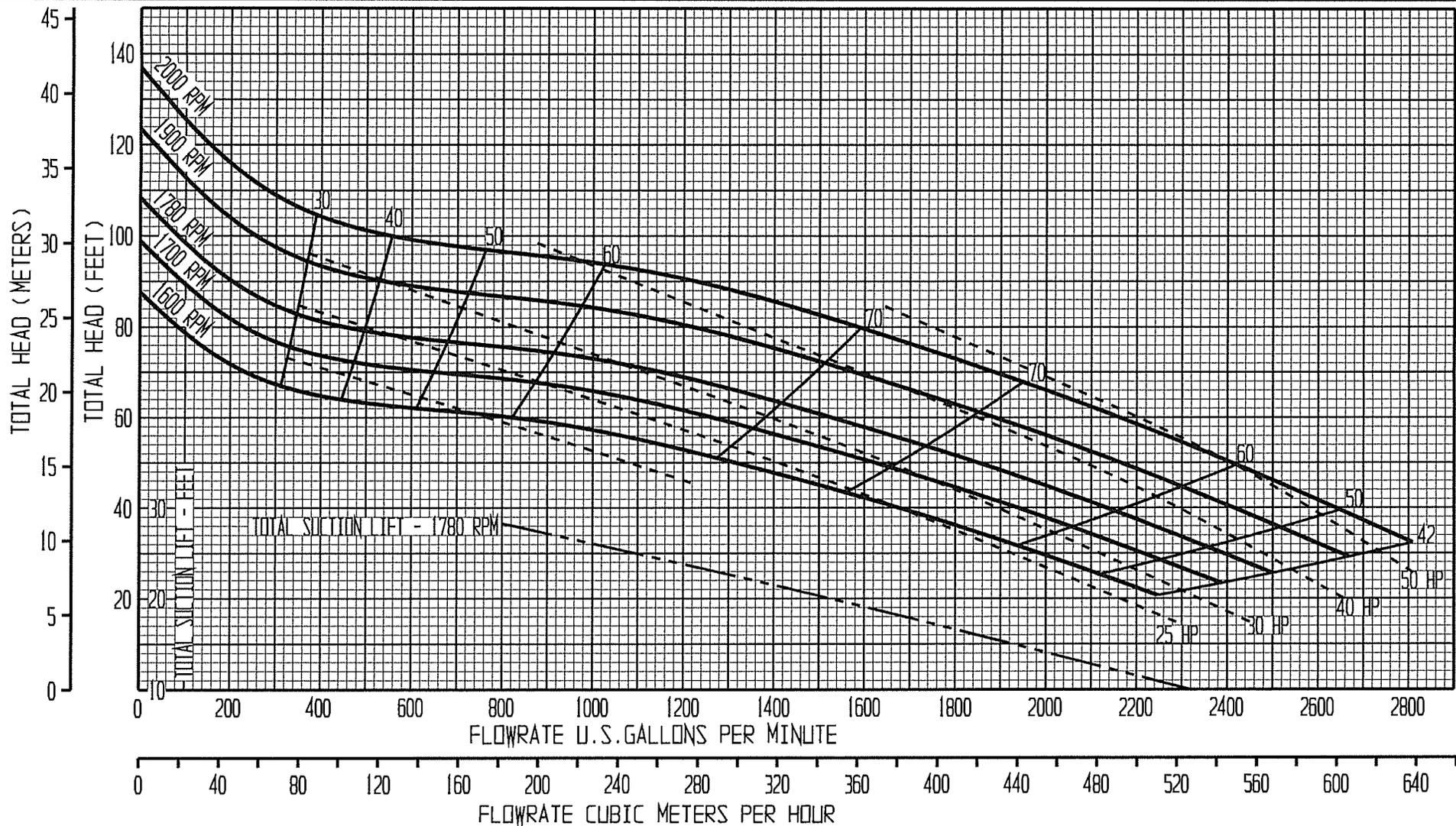
\*\*\*\*\*  
 DELIVERY: 8-10 WEEKS

WE DO NOT INCLUDE: START-UP ASSISTANCE, ASSEMBLY OF ANY COMPONENTS, VALVES, BOLT OR GASKET KITS.

WE APPRECIATE THIS OPPORTUNITY TO QUOTE AND LOOK FORWARD TO BEING OF FUTURE SERVICE.  
 SINCERELY,  
 ADAM MUDGE / RICK ALVAREZ

This proposal is subject to Kennedy's standard terms and conditions of sale (rev'd 6/2014), which are attached or viewable at [www.kennedyind.com](http://www.kennedyind.com). Terms of payment are net 30 days from date of invoice with 1-1/2% per month additional charge on unpaid balance. Credit card orders are subject to an additional 3% charge.  
**NO TAXES OF ANY KIND ARE INCLUDED IN THIS PROPOSAL**

MODEL: PP66S10 | SIZE: 6" X 6" | IMPELLER DIAM.: 10.0" | SPEED: VARIOUS | SOLIDS: 3" DIAM. | DRG NO. A6089HQ



TESTED PERFORMANCE 7/12/05

MODEL: PP66S10

**PIONEER PUMP, INC.**

**PIONEER PRIME SERIES**

DRG NO.  
A6089HQ



# Pioneer Pump, Inc.

## SPECIFICATION SHEET

### **PIONEER PRIME - ENGINE DRIVEN - END SUCTION CENTRIFUGAL PUMP SIZE 6" x 6"**

**General Specifications:** Model: PP66S10L71-C4.4T

Engine Driven, Fully Automatic Dry Priming, Vacuum Assisted,  
Run Dry, Heavy Duty Solids Handling Pump, Silent Pack Pump

**Pump Specifications:**

Size: 6" x 6" w/3 inch Spherical  
Solids Handling Capability

**Volute Casing:** ASTM A536 Grade 65-45-12 Ductile Iron

**Wear Ring:** ASTM A48 Class 30/35 Gray Iron

**Volute Cleanout:** Handhole Type, O-Ring Mounted  
ASTM A536 Grade 65-45-12 Ductile Iron

**Backplate:** ASTM A536 Grade 65-45-12 Ductile Iron

**Bracket:** ASTM A536 Grade 65-45-12 Ductile Iron  
Enclosed w/ Lip Seal for Mechanical Seal  
Dry Running w/Oil level Sight Glass

**Mechanical Seal:** Single Type Seal w/ Tungsten vs Silicon Carbide Seal  
Faces, Viton Elastomers, 300 Series  
Stainless Hardware & Spring, Seal  
System Designed for Indefinite Dry  
Running

**Impeller:** Enclosed Type Two Port Non-Clog  
w/3.0 Inch Spherical Solids Handling Capability  
Construction of CA6NM Stainless Steel

(Other Materials Available Including:  
316 Stainless Steel, CD4-MCu and Ductile Iron)

**Bearing Housing:** ASTM A48 Class 30/35 Gray Iron

**Pump End Bearing:** Single Row Ball - 6313-C3

**Drive End Bearing:** Single Row Ball - 6315-C3

**Shaft:** 1144 Stress Proof Steel  
(Other Metals Available Including:  
17-4 PH Corrosion Resistant)

**Flanges:** ANSI 150 # Flanges Standard  
(250 # Flanges Available)

**O-Rings:** Buna-N Standard (Others Available Including:  
Neoprene and Viton)

**Bearing Isolators:** INPRO/SEAL

**Optional Materials:** (Pump End)-Stainless Steel, CD4-MCu & Ductile Iron

**Vacuum Pump Specifications:**

50 CFM Air Flow Capacity, Diaphragm Style, Continuous Vacuum,  
Mechanically Driven

**Materials of Construction:**

Casing - Corrosion Resistant Aluminum

Actuator - Corrosion Resistant

Aluminum w/Buna-N Elastomer

Drive Assembly - Cast Iron-Class 30  
w/Steel Shaft & Connecting Rod-Oil Lubricated

**Separator Specifications:**

Separator Spool: Double Chamber, Standard Steel

**Air/Water Chamber:** Bolted to Suction Spool/Volute of Centrifugal  
Pump-Chamber Designed to Separate Air & Water before  
Entering the Pump Case, O-Ring Sealed w/Vacuum Pump  
Isolation Valve

**Air/Separation Valve:** Constructed of Non-Corrosive Manganese Bronze  
with 316 Stainless Steel (SS) Valve Stem & Seat, Actuator  
Assembly with Float Ball & Hardware in 316 SS

**Engine Specifications:**

Model: C4.4T (CAT)

Type: Four Cylinder, Four Cycle, Water Cooled  
Diesel Engine

Displacement: 269 Cu. In. (4.4 L.)

Governor: Electronic

Lubrication: Forced Feed

Air Cleaner: Filter Element

Fuel Tank: 85 U.S. Gallons (321.73L)

Operating Time: Full Load, 30 Hours

Starter: 12 Volt Electric

Standard Features:

Safety Shut Down Switches for Low Oil  
Pressure, High Temperature & V-belt  
Failure, Instrument Panel with  
Temperature & Oil Pressure Gauge,  
Ammeter, Hourmeter & Tachometer,  
Muffler with Rain Cap & Battery

**Engine/Pump Coupling:**

S.A.E. Bell Housing w/ Rubber Disc Drive  
(Stub Shaft w/Flexible Coupling also Available)

**Skid:**

Heavy Duty Fabricated Steel Frame, Integral Fuel  
Tank with Fuel Gauge, Lifting Bail, Lockable Fuel  
Cap, Lockable Battery Rack & Four 2" Clean-Out/  
Drain Plugs

**Standard Trailer:**

Heavy Duty Fabricated Steel Frame, Integral Fuel  
Tank with Fuel Gauge, Suspension-5200# Single  
Torsion-Flex Axle, Lifting Bail, Adjustable Front  
Leveling Jack, Adjustable Towing Bar (Latch &  
Safety Chains), Lockable Fuel Filler Cap, Lockable  
Battery Rack, 7.00 X 15" LT Load Range "C" Tires  
& Wheels, Lights, Fenders, "D" Rings for Tie Downs  
Brakes

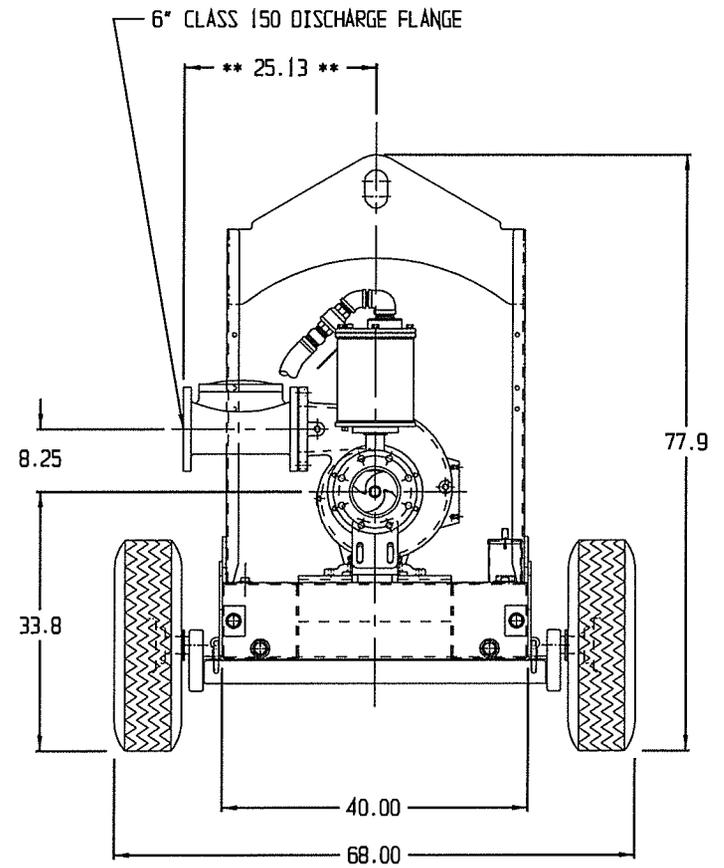
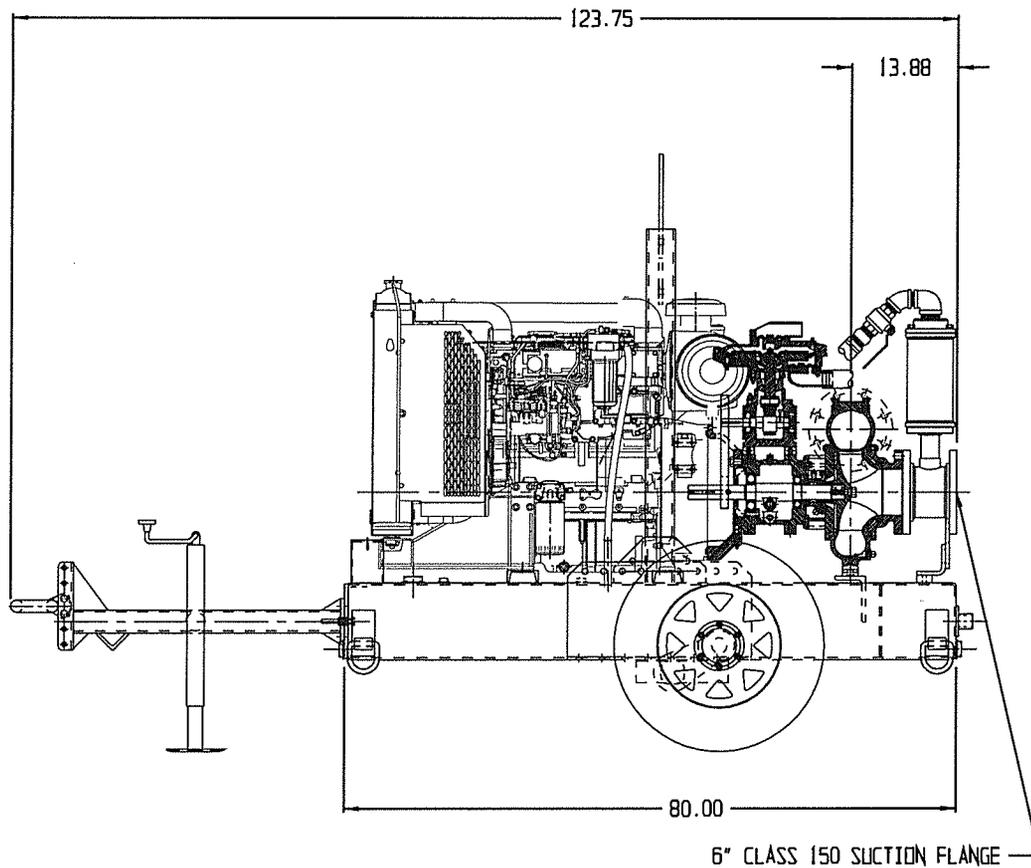
**Standard Silent Pack Features:**

14 Gauge Stainless Steel Canopy, Center Lifting Point,  
Insulation, Inlet and Outlet Connection for Water, Inlet  
and Outlet for Air, Internal Spill Basin, Removable  
Canopy, 70 DBa Rating @ 7 Meters, Automatic  
Programmable Panel with Low/High Level Float  
Switches for Automatic On/Off Operation

**Start/Stop Programmable Controller:**

LOFA Programmable Control Panel, Automatic  
Start/Stop Operation of Pump

SAMPLE DRAWING - REFERENCE ONLY



MODEL: PP66S10-C4.4T-80 TRAILER  
REFERENCE: 70 GALLON FUEL CAPACITY

DWG NO. 14115A  
REVISION: 000  
DRAWN BY: JAW  
DATE: 03/24/2014

# City of Manistee Portable Pump Specifications

The unit required and described by this specification shall be the manufacturer's latest production model for the year solicited and shall be equipped with all the standard equipment in accordance with the manufacturer's pertinent literature. A copy of the literature shall accompany the bid along with any applicable information necessary to verify the unit either meets or exceeds each of the following specifications.

## General Requirements

Specifications include, but are not limited to stated conditions, components, etc. The unit and all components shall be of heavy duty reinforced construction. Construction shall conform to industry quality and safety standards.

Bidder shall be a pump manufacturer, or an authorized dealer for a pump manufacturer with factory trained service technicians.

An explanation for any "cannot comply" to this specification is required. Alternative specifications require approval prior to submission.

## Delivery

The unit shall be delivered complete, assembled accordingly, serviced and ready for operation. Please indicate timeframe to delivery from date of order.

## Warranty

Bidder shall provide written warranty terms, conditions, and location of warranty service with the bid and with delivery.

## Pump Specifications

Heavy duty, high performance, 6" x 6" centrifugal pump. It shall be of the solids handling type with a continually rising performance curve to shut-off. All internal passages, impeller vanes, and ports shall pass a 3.00 inch minimum spherical solid. Pump duty range of 200 gpm to 1800 gpm.

Completely automatic priming system, fitted with a mechanically driven vacuum pump that requires no cooling liquid. The vacuum pump must be capable of delivering up to 50 C.F.M. of air handling ability. The pump must be capable of running completely dry for extended periods of time, then re-priming and returning to normal pumping volumes. The pump and priming system must be capable of priming the pump from a completely dry pump casing.

### **Unit Design**

The pumping unit is capable of fully dry-priming from a start-up mode. The system shall be able to handle large volumes of air and liquid, in addition to intermittent flow conditions. The unit is capable of automatic priming and re-priming throughout its operation.

### **Engine**

The engine shall be a four cylinder, four cycle, water cooled, turbocharged diesel engine. The package shall include all necessary hardware and accessories to include, but not limited to electronic governor, 12 volt electric start, heavy duty air cleaner, safety shut down switches for low oil pressure, high temperature, & V-belt failure. The engine is fitted with a muffler with rain cap and battery. The fuel tank shall be sized for a minimum of 24 hours of operation at full load.

### **Engine Control Panel**

Automatic Start/Stop control panel  
LCD display  
Engine monitoring and diagnostics  
Configurable RPM limits  
Two float system

### **Frame and Trailer**

The package shall include a heavy duty Fabricated Steel Frame, fuel tank with fuel gauge, and fuel containment. Rear jack stabilizer, center point lifting bail, safety chains, lights, fenders, tongue jack, side mounted hose racks, top mounted hose tray, heavy duty tires/wheels.

### **Factory Painting**

Pump package shall be shop primed and finish painted. Materials and thickness for priming shall be in accordance with manufacturer's standards.

### **Warranty**

The engine/pump package shall have a warranty for 2 years starting at the time of shipment. (Manufacturer to supply copy of warranty)

### **Accessories**

- (2) 50 ft. sections of 6" flexible roll-up hose with cam lock end fittings
- (2) 6" x 4" reducers (for pump suction and discharge to cam lock end fittings)
- (2) 10 ft. sections of 6" rugged flexible hose with cam lock end fittings (similar to Versiflo)
- (1) 6" suction strainer fitting
- (1) Tool box

MEMO TO: Mitch Deisch *M Deisch*  
FROM: Jeffrey W. Mikula, Public Works Director  
DATE: August 26, 2014 *Jim 8/26/14*  
SUBJECT: CSO 008 Contract



**DPW Director's Office  
231-723-7132**

---

During the spring of 2013 the US Coast Guard and MDEQ identified a sanitary sewer discharge to the Manistee River from a storm sewer outfall. Upon investigation, it was determined that the adjacent sanitary sewer line was fully plugged. The pipe surcharged and raw sewage topped a weir structure at the former CSO 008 and discharged out the storm sewer. The blockage was cleared that day.

The City was issued a Notice of Violation from the MDEQ which required corrective action. Since receiving the NOV, we have inspected the pipeline daily and contracted with the Spicer Group to design a full closure of CSO 008. We have budgeted \$30,000 in the Water/Sewer Capital Improvement Budget. The bid submitted by Swidorski Excavating is \$19,800.



August 19, 2014

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

RE: Century Terrace CSO #008 Upgrades  
Bid Tabulation and Recommendation  
VIA EMAIL

Jeff,

We received one bid for this project, in the amount of \$19,800. Though we only received one bid, this bid was consistent with the Engineer's Estimate of Cost and within the budget for the project. Enclosed is a copy of the bid form.

Swidorski Bros. Excavating, LLC submitted the low bid for the above mentioned project and has successfully completed similar projects in the area.

We recommend the award of this project to Swidorski Bros. at the unit prices bid which, when applied to the estimated quantities, result in a total cash bid of nineteen thousand eight hundred dollars (\$19,800.00).

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

If you have any question or comments, please contact me at (989) 928-8027.

Sincerely,

**Shawn P. Middleton, P.E., CFM**  
Sr. Project Manager

**SPICER GROUP, INC**  
1400 Zeeb Drive  
St. Johns, MI 48879  
Phone: (989) 224-2355  
Cell: (989) 928-8027  
E-mail: shawnm@spicergroup.com

Copy: SGI File 121081SG2013  
Mitch Detsch, City Manager  
Brian House, Spicer Group, Inc.  
Ed Bradford, Chief Financial Officer

p:\proj2013\120924sg2013\1\_project work\120924sg2013 - task 005 centuryterrace sanitaryupgrades\\_correspondence\2014-08-19 bid rec letter.doc



- 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):

Item No.	Est. Qty	Unit	Description	Unit Price	Amount
1	1	LS	Weir Construction	\$ 3900.00	\$ 3900.00
2	1	LS	Structure Access Manhole and Ladder	\$ 12300.00	\$ 12300.00
3	1	LS	Soil Erosion and Sedimentation Control	\$ 1000.00	\$ 1000.00
4	1	LS	Restoration	\$ 2600.00	\$ 2600.00
<b>TOTAL:</b>					<u>\$ 19,800.00</u>

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 that the Work will be substantially complete on or before September 24, 2014, and will be completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 1, 2014.

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**

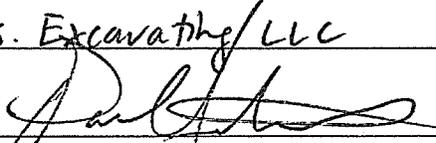
8.01 The terms used in this Bid with initial capital letters have the meanings stated in the Instructions to Bidders, the General Conditions, and the Supplementary Conditions.

**ARTICLE 9 – BID SUBMITTAL**

BIDDER: [Indicate correct name of bidding entity]

Swidorski Bros. Excavating/LLC

By:  
[Signature]

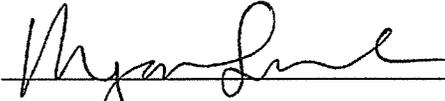


[Printed name]

Paul Swidorski

(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]

Megan Saveta

Title:

Office Manager

Submittal Date:

8/19/14

Address for giving notices:

4786 Red Apple Road  
Manistee, MI 49660

Telephone Number:

(231) 723-7244

Fax Number:

(231) 723-7244

Contact Name and e-mail address:

Paul Swidorski

swidbros@hotmail.com

Bidder's License No.:

State of MI Soil Erosion & Water Sedimentation Control #4562  
(where applicable)

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

**AGREEMENT  
BETWEEN OWNER AND CONTRACTOR  
FOR CONSTRUCTION CONTRACT (STIPULATED PRICE)**

THIS AGREEMENT is by and between City of Manistee ("Owner") and  
Swidorski Bros. Excavating LLC ("Contractor").

Owner and Contractor hereby agree as follows:

**ARTICLE 1 – WORK**

1.01 Contractor shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

**ARTICLE 2 – THE PROJECT**

2.01 The Project, of which the Work under the Contract Documents is a part, is generally described as follows: Century Terrace CSO 008 Upgrades.

**ARTICLE 3 – ENGINEER**

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

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

**ARTICLE 4 – CONTRACT TIMES**

4.01 *Time of the Essence*

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

4.02 *Contract Times: Dates*

A. The Work will be substantially completed on or before September 24, 2014, and completed and ready for final payment in accordance with Paragraph 15.06 of the General Conditions on or before October 1, 2014.

4.03 *Liquidated Damages*

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

1. Substantial Completion: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified in Paragraph 4.02.A above for Substantial Completion until the Work is substantially complete.
2. Completion of Remaining Work: After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time (as duly adjusted pursuant to the Contract) for completion and readiness for final payment, Contractor shall pay Owner \$500 for each day that expires after such time until the Work is completed and ready for final payment.
3. Liquidated damages for failing to timely attain Substantial Completion and final completion are not additive and will not be imposed concurrently.
4. Milestones: Contractor shall pay Owner \$500 for each day that expires after the time (as duly adjusted pursuant to the Contract) specified above for achievement of Milestone 1, until Milestone 1 is achieved.

4.04 *Special Damages*

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

**ARTICLE 5 – CONTRACT PRICE**

- 5.01 Owner shall pay Contractor for completion of the Work in accordance with the Contract Documents the amounts that follow, subject to adjustment under the Contract:
  - A. For all Unit Price Work, an amount equal to the sum of the extended prices (established for each separately identified item of Unit Price Work by multiplying the unit price times the actual quantity of that item):

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
1.	Weir Construction	LS	1	\$ 3,900.00	\$ 3,900.00
2.	Structure Access Manhole and Ladder	LS	1	\$12,300.00	\$12,300.00
3.	Soil Erosion and Sedimentation Control	LS	1	\$ 1,000.00	\$ 1,000.00

Unit Price Work					
Item No.	Description	Unit	Estimated Quantity	Unit Price	Extended Price
4.	Restoration	LS	1	\$ 2,600.00	\$ 2,600.00
Total of all Extended Prices for Unit Price Work (subject to final adjustment based on actual quantities)					<b>\$19,800.00</b>

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

**ARTICLE 6 – PAYMENT PROCEDURES**

6.01 *Submittal and Processing of Payments*

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

6.02 *Progress Payments; Retainage*

- A. Owner shall make progress payments on account of the Contract Price on the basis of Contractor’s Applications for Payment on or about the 5th day of each month during performance of the Work as provided in Paragraph 6.02.A.1 below, provided that such Applications for Payment have been submitted in a timely manner and otherwise meet the requirements of the Contract. All such payments will be measured by the Schedule of Values established as provided in the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no Schedule of Values, as provided elsewhere in the Contract.
  - 1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Owner may withhold, including but not limited to liquidated damages, in accordance with the Contract.
    - a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage.
  - B. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 100 percent of the Work completed, less such amounts set off by Owner pursuant to Paragraph 15.01.E of the General Conditions, and less 100 percent of Engineer’s estimate of the value of Work to be completed or corrected as shown on the punch list of items to be completed or corrected prior to final payment.

6.03 *Final Payment*

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

## ARTICLE 7 – INTEREST

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

## ARTICLE 8 – CONTRACTOR'S REPRESENTATIONS

- 8.01 In order to induce Owner to enter into this Contract, Contractor makes the following representations:
- A. Contractor has examined and carefully studied the Contract Documents, and any data and reference items identified in the Contract Documents.
  - B. Contractor has visited the Site, conducted a thorough, alert visual examination of the Site and adjacent areas, and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.
  - C. Contractor is familiar with and is satisfied as to all Laws and Regulations that may affect cost, progress, and performance of the Work.
  - D. Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings, and (2) reports and drawings relating to Hazardous Environmental Conditions, if any, at or adjacent to the Site that have been identified in the Supplementary Conditions, especially with respect to Technical Data in such reports and drawings.
  - E. Contractor has considered the information known to Contractor itself; information commonly known to contractors doing business in the locality of the Site; information and observations obtained from visits to the Site; the Contract Documents; and the Site-related reports and drawings identified in the Contract Documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the Work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor; and (3) Contractor's safety precautions and programs.
  - F. Based on the information and observations referred to in the preceding paragraph, Contractor agrees that no further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract.
  - G. Contractor is aware of the general nature of work to be performed by Owner and others at the Site that relates to the Work as indicated in the Contract Documents.
  - H. Contractor has given Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract Documents, and the written resolution thereof by Engineer is acceptable to Contractor.
  - I. The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.
  - J. Contractor's entry into this Contract constitutes an incontrovertible representation by Contractor that without exception all prices in the Agreement are premised upon performing and furnishing the Work required by the Contract Documents.

## ARTICLE 9 – CONTRACT DOCUMENTS

### 9.01 *Contents*

- A. The Contract Documents consist of the following:
  - 1. This Agreement
  - 2. Performance bond
  - 3. Payment bond
  - 4. Other bonds – None.
  - 5. General Conditions
  - 6. Supplementary Conditions
  - 7. Specifications as listed in the table of contents of the Project Manual.
  - 8. Drawings (not attached but incorporated by reference) consisting of ~~four~~ (4) sheets with each sheet bearing the following general title: Century Terrace CSO 008 Upgrades, City of Manistee, Michigan.
  - 9. Addenda – None.
  - 10. The following which may be delivered or issued on or after the Effective Date of the Contract and are not attached hereto:
    - a. Notice to Proceed.
    - b. Work Change Directives.
    - c. Change Orders.
    - d. Field Orders.
- B. The documents listed in Paragraph 9.01.A are attached to this Agreement (except as expressly noted otherwise above).
- C. There are no Contract Documents other than those listed above in this Article 9.
- D. The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

## ARTICLE 10 – MISCELLANEOUS

### 10.01 *Terms*

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

### 10.02 *Assignment of Contract*

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

assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

10.03 *Successors and Assigns*

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

10.04 *Severability*

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

10.05 *Contractor's Certifications*

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

10.06 *Other Provisions*

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

Contractor shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age,

sex, height, weight, marital status, or because of a handicap that is unrelated to the person's ability to perform the duties of a particular job or position.

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

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

OWNER:

CONTRACTOR:

City of Manistee

Swidorski Bros. Excavating LLC

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

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

Title: Director of Public Works

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

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

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

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

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

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

Address for giving notices:

Address for giving notices:

70 Maple Street, ~~PO Box 358~~

4786 Red Apple Road

Manistee, MI 49660

Manistee, MI 49660

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

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

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