

MANISTEE CITY COUNCIL

MEETING AGENDA

TUESDAY, AUGUST 21, 2012 – 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. If the Mayor or any member of the Council wishes to discuss an item on the consent agenda, it will be deleted from the consent agenda and considered in its regular order on the agenda. Consent agenda items include:

- V. Approval of Minutes.
- VI. a.) Approval of Payroll.
b.) Monthly Bills.
- XI. b.) Notification Regarding Next Work Session.
c.) Consideration of Manistee County Humane Society Tag Day Fundraiser.
d.) Consideration of Homeward Bound Animal Shelter Strut Your Mutt Fundraising Event.

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

- *V. Approval of Minutes.** Approval of the minutes of the August 8, 2012 regular meeting and the August 14, 2012 work session as attached.

VI. Financial Report.

*a.) APPROVAL OF PAYROLL.

*b.) MONTHLY BILLS.

VII. Unfinished Business.

VIII. New Business.

a.) CONSIDERATION OF PARCEL SPLIT AND COMBINATION, HARBOR VILLAGE.

On April 19, 2011 City Council approved a parcel split that removed the former sales office at Harbor Village creating a new parcel 51-202-335-00. A request was received from Harbor Village at Manistee Beach to split off an additional parcel for combination with the former sales office parcel. At their meeting of August 2, 2012 the Planning Commission reviewed and approved this request.

At this time Council could take action to split Parcel A as shown on the survey prepared by Abonmarche Job No. 11-0713 from parcel 51-202-300-00 and combine it with parcel 51-202-335-00.

b.) CONSIDERATION OF OWNERSHIP AND LICENSE TRANSFER FOR FORMER FIRST STREET TAVERN.

John Hanson and Venture Business Limited, LLC are in the process of transferring the liquor license from Honor State Bank for the former First Street Tavern located at 303-305 First Street. In order to complete the transfer an approval from City Council is needed. The Police Department has reviewed and approved this request.

At this time Council could take action to approve the request for transfer of ownership and liquor license from the Honor State Bank to John Hanson of Venture Business Limited, LLC for the former First Street Tavern located at 303-305 First Street.

c.) CONSIDERATION OF A CONTRACT WITH IT RIGHT FOR NETWORK AND INFORMATION TECHNOLOGY CONSULTING AND SUPPORT SERVICES.

The City uses a contractor of record to provide IT consulting and support services. The agreement with the previous contractor, Terrapin Networks, expired on June 30, 2012. Rather than extending this contract the City issued a Request for Proposals for these services. Eleven responses were received and the review committee recommends that the contract be awarded to the responsible low bidder,

IT Right. The City Attorney prepared a five-year agreement that has been reviewed and executed by IT Right.

At this time Council could take action to approve a five-year agreement with IT Right for Network and Information Technology Consulting and Support Services; and further authorize the Mayor to execute the document.

d.) CONSIDERATION OF ANTENNA SPACE LEASE ON THE INDUSTRIAL PARK WATER TOWER WITH AGRI-VALLEY BROADBAND, INC.

Agri-Valley Broadband, Inc. has expressed interest in providing 4G broadband service to Manistee. They would like to construct antenna facilities on the City's Industrial Park water tower. The proposed lease anticipates total monthly rent of \$515 in cash and additional broadband service to be negotiated; with a 3% annual escalator. The City Attorney has drafted a lease that provides appropriate protection to the City's infrastructure.

At this time Council could take action to approve a lease with Agri-Valley Broadband, Inc. and authorize the Mayor and Clerk to execute the agreement.

e.) CONSIDERATION OF AN AGREEMENT WITH PLUMMER'S ENVIRONMENTAL SERVICES, INC. FOR INTERCEPTOR CLEANING / TELEVISIONING.

As a result of the Sanitary Sewer Evaluation Study (SSES) it was identified that the main sewer interceptor east of River Street was significantly blocked with debris and that before the SSES could continue this section of the interceptor needed to be cleaned.

Bids were sought from qualified firms to clean approximately 1.2 miles of the City's interceptor sewer and 26 manhole structures from Jones Street to Eighth and Vine. Four bids were received with the low bid from Advanced Underground Inspection being rejected for not complying with the bid request and a clerical error on the base bid.

Staff is recommending the lowest responsible bid from Plummer's Environmental Service, Inc. of \$79,397.50. The City Department of Public Works crew will be responsible for hauling the material to the landfill. The cleaning should take approximately one month to complete. City Attorney George Saylor has reviewed and approved the agreement.

At this time Council could take action to accept the alternate bid in the amount of \$79,397.50 from Plummer's Environmental Service, Inc. and authorize the Mayor and City Clerk to execute the contract.

f.) **CONSIDERATION OF CITY MANAGER EMPLOYMENT AGREEMENT.**

Following the completion of the City Manager's annual evaluation, City Council could consider a revised employment agreement with City Manager Mitchell D. Deisch. The attached employment agreement is amended to increase the salary by 3% to \$92,824 and increase the severance pay from six months to twelve months. No other changes except dates and mayoral signature line were made to the agreement.

At this time Council could take action to approve an amended employment agreement with City Manager Mitchell D. Deisch and authorize the Mayor and City Clerk to execute the agreement.

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

The City Clerk has taken action to advertise vacancies on the Board of Review and the Brownfield Redevelopment Authority. The following applications have been received:

BROWNFIELD REDEVELOPMENT AUTHORITY – One vacancy, three-year term ending 6/30/15, Mayoral appointment.

Michael Wayne Mackin, 237 Sixth Avenue

BOARD OF REVIEW – one regular member, unexpired term ending 12/31/12; and possibly one alternate member term ending 12/31/14. Applicants shall be taxpaying electors of the City of Manistee who are owners of property assessed for taxes in the City and, at the time of their appointment, are neither elected nor appointed officials of the City. Appointments to the Board of Review are made by City Council.

Lynda Beaton, 256 Hughes Street (currently an alternate member applying for regular member)

Mary Murton, 349 Fifth Avenue (applying for either alternate or regular member)

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

IX. Notices, Communications, Announcements.

a.) A REPORT FROM THE PARKS & BEAUTIFICATION COMMISSION AND THE PARKS DEPARTMENT.

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

At this time Mr. Ed Tegler will report on the activities of the Parks & Beautification Commission and respond to any questions the Council may have regarding their activities.

At this time Mr. Gary Niesen will report on the activities of the Parks Department and respond to any questions the Council may have regarding their activities.

No action is required on this item.

*b.) NOTIFICATION REGARDING NEXT WORK SESSION.

A Council work session has been scheduled for Tuesday, September 11, 2012 at 7 p.m. A discussion will be conducted on project updates, deer herd management, and such business as may come before the Council. No action is required on this item.

*c.) CONSIDERATION OF MANISTEE COUNTY HUMANE SOCIETY TAG DAY FUNDRAISER.

The Manistee County Humane Society has requested authorization to conduct a tag day on August 24 & 25, 2012 in the City of Manistee. Proceeds from this event goes to support the Homeward Bound Animal Shelter.

At this time Council could take action to authorize a tag day on August 24 & 25, 2012 for the Manistee County Humane Society.

*d.) CONSIDERATION OF HOMEWARD BOUND ANIMAL SHELTER STRUT YOUR MUTT EVENT.

The Manistee County Homeward Bound Animal Shelter has requested authorization to conduct their annual Strut Your Mutt fundraising event on Sunday, September 30, 2012 and requests permission to hold this event utilizing the Riverwalk. Set up would be at 1 p.m. in front of the Municipal Marina and the walking route would be west on River to First Street, First Street to the boat launch, back east on the Riverwalk to the House of Flavors and then west along River Street to the Marina. This is a one day opportunity for citizens and visitors in our community to enjoy the Riverwalk with their four-legged family members while raising funds for the Homeward Bound Shelter.

At this time Council could take action to authorize the Strut Your Mutt Fundraiser on Sunday, September 20, 2012 for the Homeward Bound Animal Shelter.

X. Concerns and Comments.

- a.) CITIZEN COMMENT. This is an opportunity for citizens to comment on municipal affairs. Citizens in attendance may be recognized by the Mayor for comments. Citizen comments are not limited to agenda items but should be directed toward municipal services, activities or areas of involvement.
- b.) OFFICIALS AND STAFF.
- c.) COUNCILMEMBERS.
- d.) CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION.

City Manager Mitchell D. Deisch has requested an Executive Session this evening as permitted by the Open Meetings Act, Section 8 (c) to discuss contract negotiations with the International Association of Firefighters.

- e.) CONSIDERATION OF A COLLECTIVE BARGAINING AGREEMENT WITH THE IAFF.

At this time Council could take action to approve a collective bargaining agreement with the International Association of Firefighters.

XI. Adjourn.

COUNCIL AGENDA ATTACHMENTS:

Council Meeting Minutes – August 8, 2012
Council Work Session Minutes – August 14, 2012
Monthly Bills
Harbor Village Parcel Split & Combination
Liquor License Transfer Request
IT Service Provider Contract
Water Tower Antenna Lease Agreement
Interceptor Cleaning Bids & Agreement
Manager Employment Agreement
Board and Commission Applications
Humane Society Tag Day Request
Homeward Bound Strut Your Mutt Request

PROCEEDINGS OF THE MANISTEE CITY COUNCIL – August 8, 2012

A regular meeting of the Manistee City Council was called to order by her honor, Mayor Colleen Kenny on Wednesday, August 8, 2012 at 7:00 p.m. in the City Hall Council Chambers, 70 Maple Street, followed by the Pledge of Allegiance.

PRESENT: Colleen Kenny, Sid Scrimger, Robert Hornkohl, Ilona Haydon, Catherine Zaring, Beth Adams, and Alan Marshall.

ALSO PRESENT: City Manager – Mitch Deisch, City Attorney – George Saylor, City Clerk – Michelle Wright, Community Development Director – Jon Rose, and DPW Director – Jack Garber.

CITIZEN COMMENTS ON AGENDA RELATED ITEMS.

None received.

CONSENT AGENDA.

- Minutes - July 17, 2012 - Regular Meeting
- Payroll - July 9 – July 22, 2012 - \$ 113,913.75
- July 23 – Aug. 5, 2012 - \$ 115,498.03
- Cash Balances Report - June 2012
- Notification Regarding Next Work Session – August 14, 2012 - 6:00 p.m.
A project update bus tour will be conducted; and such business as may come before the Council.
- Consideration of Annual Disabled American Veterans Forget-Me-Not Sale.
The Manistee Salt City Chapter 43 of the Disabled American Veterans have requested authorization to conduct their annual Forget-Me-Not sale on August 16, 17 and 18, 2012. Funds raised go toward state and local DAV service projects.
- Consideration of Second Annual Labor Day Bridge Walk.
The Non-Motorized Transportation Committee is requesting authorization for the Second Annual Labor Day Bridge Walk on Monday, September 3, 2012. The event will start at 9 a.m. at the Fifth Avenue Beach House and crosses over both the US-31 Bridge and the Maple Street Bridge. The walk will take participants through Historic Downtown Manistee to First Street Beach and back by the Riverwalk. This is another event that promotes healthy activities for people of all abilities to enjoy.

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

With a roll call vote this motion passed unanimously.

AYES: Kenny, Scrimger, Hornkohl, Haydon, Zaring, Adams, and Marshall

NAYS: None

UNFINISHED BUSINESS.

None.

NEW BUSINESS.

None.

A REPORT FROM THE WATER DEPARTMENT.

Mr. Bruce Banks reported on the activities of the Water Department and responded to questions the Council had regarding their activities.

MAYORS EXCHANGE DEBRIEFING.

Council and staff reviewed the recent Mayors Exchange Program conducted with the City of Big Rapids. Comments included:

- Liked the public arch and dwarf trees on their Main Street - really stood out; does the referendum on our streetscape still prohibit trees or was there a time limit?
- Cleanliness and neatness of storefronts, even if they were vacant.
- Their city provides more support to downtown / DDA.
- Impressed by the library at the university; businesses they attract are because of the university; how can we utilize the college students here?
- Liked the tables and chairs available in downtown area; building we had dinner in was a MSHDA project – are there still funds available to do more MSHDA projects?
- Would like to have a Council work session with the DDA to come up with ideas.
- How can we improve the mayor exchange program, is two days better, need better information, or learning experiences?
- Should do more one-on-one with departments; how do they conduct their meetings, budget issues; we see just the outer shell of the city, not the inner workings – that's the purpose of mayors exchange.
- Likes the idea to have the department heads that go break out with their respective departments to learn.
- Liked the public art, street trees, and cleanliness; their DDA is set up completely different than ours – receives 2 mill operating instead of the TIF funds; our downtown falls under the Historic District Commission – would be good to include them also in a meeting; MSHDA funds are still available; looking forward to more conversations on this;
- Never did like the DDA being funded by TIF, when it sunsets, their funding goes to zero; TIF is hard on the City though; consider a 2 mill funding to get us back to the TIF amount when

it sunsets.

CITIZEN COMMENT.

None received.

OFFICIALS AND STAFF.

Deisch congratulated Councilman Marshall on his election victory of the 7th district County Commissioner seat.

COUNCILMEMBERS.

Marshall thanked all the people that got out to vote yesterday.

CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION.

City Manager Mitchell D. Deisch has requested an Executive Session this evening as permitted by the Open Meetings Act, Section 8 (a) for the City Manager's annual evaluation.

MOTION by Hornkohl, second by Haydon to adjourn to Executive Session. Time: 7:48 p.m.

MOTION by Haydon, second by Adams to return to Regular Session. Time: 9:07 p.m.

ADJOURN.

MOTION to adjourn was made by Haydon, second by Adams. Meeting adjourned at 9:08 p.m.

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

**MANISTEE CITY COUNCIL
WORK SESSION
MINUTES OF AUGUST 14, 2012**

The Manistee City Council met in a work session on Tuesday, August 14, 2012 at 6 p.m. for their annual Project Bus Tour.

MEMBERS PRESENT: Colleen Kenny, Catherine Zaring, Beth Adams, Bob Hornkohl, Alan Marshall, Sid Scrimger

MEMBERS ABSENT: Ilona Haydon

OTHERS PRESENT: Department Directors. Media and Public

Bus Tour of Project Areas. The Manistee City Council conducted their annual bus tour of current projects including: Maple Street Bridge, Chalet West/WODA Group, Monroe Street, Quincy Street, MDOT RR Crossings, Joslin Cove, Interceptor Cleaning, Underground Utilitiies, Rietz Park Fence and Sprinklers, Lightning Protection, Cedar Street CSO, First Street Reconstruction, Fish Cleaning Station, First Street Beach Pavilion, Playground Equipment, River Street, blighted areas, and other places of interest.

Numerous questions were asked by Council and answered by Staff and Abonmarche Representative Jeff Mikula.

Adjourned at 8:00 p.m.

Respectfully submitted,



Mitch Deisch, City Manager

MDD:cl

INVOICE APPROVAL LIST BY FUND
07/10/2012

Date: 07/10/2012
Time: 11:30am
Page: 1

City of Manistee

Fund	Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND							
Dept: GENERAL							
	101-100-859.000	DataIntern	PNC BANK Credit Card Charges	36274	June 2012	07/24/2012	59.90
	101-100-859.000	DataIntern	CHARTER COMMUNICATIONS INC. Monthly Service - City Hall	36247	#8245 12 209 0076258 - July 12	06/22/2012	6.16
	101-100-859.000	DataIntern	CHARTER COMMUNICATIONS INC. Monthly Service - City Hall	36247	#8245 12 209 0088022 - July 12	06/22/2012	224.99
	101-100-925.001	Electric	CONSUMERS ENERGY Electric Usage	36249		07/22/2012	333.37
	101-100-925.001	Electric	CONSUMERS ENERGY Electric Usage	36250		07/25/2012	9,754.25
Total GENERAL							10,378.67
Dept: LEGISLATIVE							
	101-101-728.000	OperSupp	PNC BANK Credit Card Charges	36274	June 2012	07/24/2012	29.63
	101-101-728.000	OperSupp	PNC BANK Credit Card Charges	36274	June 2012	07/24/2012	60.40
	101-101-728.000	OperSupp	PNC BANK Credit Card Charges	36274	June 2012	07/24/2012	822.00
	101-101-728.000	OperSupp	MICHIGAN MUNICIPAL LEAGUE Annual Membership	36266	2012-2013 - ID #298	06/25/2012	4,226.00
	101-101-728.000	OperSupp	MANISTEE COUNTY TRANSPORTATION Transportation -Mayor Exchange	36263	4247	07/29/2012	210.00
	101-101-728.000	OperSupp	EDDIE & DARCI SCOTT Mayor Exchange Luncheon	36278		06/30/2012	276.00
	101-101-860.000	Trav/Train	PNC BANK Credit Card Charges	36274	June 2012	07/24/2012	1,272.00
Total LEGISLATIVE							6,896.03
Dept: MANAGER							
	101-172-728.000	OperSupp	PNC BANK Credit Card Charges	36274	June 2012	07/24/2012	32.24
	101-172-728.000	OperSupp	NEWTON MANUFACTURING CO. Tumblers	36268	989600	07/28/2012	457.85
	101-172-728.000	OperSupp	DONNA TAYLOR Shirts, Embroidery	36280	2639	06/30/2012	69.00
Total MANAGER							559.09
Dept: CLERK							
	101-215-740.000	Election E	MICHIGAN ELECTION RESOURCES Imprint - AV Envelopes	36265	29206	07/28/2012	364.50
	101-215-740.000	Election E	MICHIGAN ELECTION RESOURCES QVF Voter ID Cards, Data	36265	29191	07/25/2012	2,058.36
	101-215-860.000	Trav/Train	PNC BANK Credit Card Charges	36274	June 2012	07/24/2012	236.44
	101-215-860.000	Trav/Train	PNC BANK Credit Card Charges	36274	June 2012	07/24/2012	102.31
	101-215-860.000	Trav/Train	PNC BANK Credit Card Charges	36274	June 2012	07/24/2012	-13.38
	101-215-900.000	PrintPub	THE PIONEER GROUP Advertisements	36273	#41100167 - 06/30/12	07/20/2012	445.10
Total CLERK							3,193.33
Dept: FINANCE / TREASURER							
	101-253-728.000	OperSupp	PNC BANK Credit Card Charges	36274	June 2012	07/24/2012	32.24
	101-253-728.000	OperSupp	PNC BANK Credit Card Charges	36274	June 2012	07/24/2012	8.95
Total FINANCE / TREASURER							41.19
Dept: MUNICIPAL BUILDINGS							
	101-265-831.000	Con.Repair	CUSTOM SHEET METAL & HEATING City Hall Lobby - blowing heat	36251	0000058007	07/26/2012	169.44
	101-265-922.000	Water	CITY OF MANISTEE WATER & Water Usage	36248		06/29/2012	272.48
	101-265-922.336	Water - Fi	CITY OF MANISTEE WATER & Water Usage	36248		06/29/2012	76.64
	101-265-922.441	Water - DP	CITY OF MANISTEE WATER & Water Usage	36248		06/29/2012	577.60
	101-265-922.446	Water - Br	CITY OF MANISTEE WATER & Water Usage	36248		06/29/2012	49.16

INVOICE APPROVAL LIST BY FUND
07/10/2012

Date: 07/10/2012
Time: 11:30am
Page: 2

City of Manistee

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: GENERAL FUND							
Dept: MUNICIPAL BUILDINGS							
101-265-925.000	Electric		CONSUMERS ENERGY Electric Usage	36249		07/22/2012	1,919.74
101-265-925.000	Electric		CONSUMERS ENERGY Electric Usage	36250		07/25/2012	34.94
101-265-925.336	Electric -		CONSUMERS ENERGY Electric Usage	36249		07/22/2012	337.34
101-265-925.441	Electric -		CONSUMERS ENERGY Electric Usage	36249		07/22/2012	88.26
101-265-925.446	Electric -		CONSUMERS ENERGY Electric Usage	36249		07/22/2012	158.69
Total MUNICIPAL BUILDINGS							3,684.29
Dept: BOARDS & COMMISSIONS							
101-290-888.000	Tree Comm		THE BOOKSTORE\MANISTEE Chalk Art Event Prizes	36245		06/25/2012	135.58
Total BOARDS & COMMISSIONS							135.58
Dept: POLICE							
101-301-801.000	Pro.Serv.		STATE OF MICHIGAN - MSP LEIN - Token	36279	551-375461	06/22/2012	66.00
101-301-831.000	Con.Repair		TELE-RAD INC. Docking Station Repair	36281	838127	07/07/2012	298.50
101-301-970.000	Cap.Outlay		TERRAPIN NETWORKS Ramsdell & Police Dept Work	36282	32122	06/30/2012	834.50
Total POLICE							1,199.00
Dept: FIRE							
101-336-715.000	Cleaning		NYE UNIFORM COMPANY Badge, Badge Wallet	36269	374059	07/19/2012	143.45
101-336-715.000	Cleaning		NYE UNIFORM COMPANY Badge, Collar Brass, Name Bar	36269	374069	07/19/2012	157.00
101-336-715.000	Cleaning		NYE UNIFORM COMPANY Display Case	36269	379825	07/19/2012	39.50
101-336-728.000	OperSupp		PNC BANK Credit Card Charges	36274	June 2012	07/24/2012	267.20
101-336-728.000	OperSupp		DOUGLASS SAFETY SYSTEMS, LLC SCBA Walkway Bracket	36252	30701	07/13/2012	190.38
101-336-728.000	OperSupp		WAHR HARDWARE, INC. Tap	36286	93262	07/18/2012	3.94
101-336-728.000	OperSupp		WAHR HARDWARE, INC. Bolt	36286	93256	07/18/2012	1.87
101-336-728.000	OperSupp		FASTENAL COMPANY Sq Attachment Nut for Concrete	36255	MIMAN91689	07/18/2012	2.54
101-336-728.000	OperSupp		GT PACKAGING JANITORIAL Medaphene Scrubs Disinfect Wip	36259	0145217-IN	07/21/2012	55.85
101-336-801.000	Pro.Serv.		ACCUMED BILLING INC AccuMed Fees	36241	JUNE 2012	06/30/2012	342.67
101-336-930.000	Repairs/Ma		GRAND TRAVERSE MOBILE Portable Radio Rebuild	36258	36016	07/18/2012	146.75
Total FIRE							1,351.15
Dept: PUBLIC WORKS							
101-441-715.000	Cleaning		SAFETY SERVICES, INC. RX Safety Glasses - Tetsworth	36276	020238	07/28/2012	151.87
101-441-801.000	Pro.Serv.		WADE-TRIM, INC. 2012 Maple Street Bridge Inspe	36285	44239	07/20/2012	2,250.00
101-441-831.000	Con.Repair		TELE-RAD INC. Antenna Rod, Coupling Nut,	36281	838326	07/14/2012	70.30
101-441-930.000	Repairs/Ma		NAPA AUTO PARTS Air Filter, Oil Filter	36267	147988	06/29/2012	84.77
101-441-930.000	Repairs/Ma		AUTO VALUE \ BTB PARTS STORES Oil Filter, Fuel Filter, Air F	36243	256-790419	07/29/2012	56.03
101-441-930.000	Repairs/Ma		FASTENAL COMPANY Hex Cap Screws	36255	MIMAN91868	07/28/2012	20.76
101-441-930.000	Repairs/Ma		FASTENAL COMPANY Spiral Point Plug Tap	36255	MIMAN91915	07/29/2012	4.87
101-441-930.000	Repairs/Ma		LAKE WELDING SUPPLY CO. XL Glove	36262	00801307	07/27/2012	3.50
101-441-930.000	Repairs/Ma		LAKE WELDING SUPPLY CO. AR, ED, FG, O2	36262	00802351	07/30/2012	44.46

INVOICE APPROVAL LIST BY FUND
07/10/2012

Date: 07/10/2012
Time: 11:30am
Page: 3

City of Manistee

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: GENERAL FUND							
Dept: PUBLIC WORKS							
101-441-930.000	Repairs/Ma		GRAND TRAVERSE DIESEL SERVICE	36257		06/06/2012	33.75
			JD/Yanmar Injectors		180292		
101-441-930.000	Repairs/Ma		WAHR HARDWARE, INC.	36286		07/26/2012	9.88
			Swivel		93576		
101-441-930.000	Repairs/Ma		PARKDALE BLOCK & BUILDING	36270		06/07/2012	28.32
			Manhole Blks		101441930		
101-441-930.000	Repairs/Ma		VALLEY TRUCK PARTS INC.	36283		06/16/2012	27.11
			Misc Engine Parts, Freight		2-1048483		
101-441-930.000	Repairs/Ma		VERMEER OF MICHIGAN, INC.	36284		07/27/2012	576.53
			LH Complete Br, RH Complete Br		T17250		
							3,362.15
Total PUBLIC WORKS							
Dept: COMMUNITY DEVELOPMENT OFFICE							
101-748-728.000	OperSupp		PNC BANK	36274		07/24/2012	32.24
			Credit Card Charges		June 2012		
101-748-831.000	Con.Repair		KOPY SALES INC.	36261		05/11/2012	22.15
			Cost Per Copy - Comm Dev		84102		
101-748-860.000	Trav/Train		PNC BANK	36274		07/24/2012	258.95
			Credit Card Charges		June 2012		
101-748-970.000	Cap.Outlay		ESRI	36254		07/22/2012	1,350.00
			ArcGIS Single Use License		Quote 20407845		
							1,663.34
Total COMMUNITY DEVELOPMENT OFFICE							
Dept: PARKS & RECREATION							
101-751-728.000	OperSupp		PNC BANK	36274		07/24/2012	837.90
			Credit Card Charges		June 2012		
101-751-728.000	OperSupp		PNC BANK	36274		07/24/2012	980.35
			Credit Card Charges		June 2012		
101-751-728.000	OperSupp		FASTENAL COMPANY	36255		07/29/2012	112.80
			Can Liners		MIMAN91922		
101-751-728.000	OperSupp		RATH MICROTECH	36275		06/29/2012	135.00
			Circuitry Repair		162252		
101-751-728.000	OperSupp		RATH MICROTECH	36275		06/20/2012	20.13
			Speaker Mylar for Tower Phone		162014		
101-751-922.000	Water		CITY OF MANISTEE WATER &	36248		06/29/2012	349.36
			Water Usage				
101-751-925.000	Electric		CONSUMERS ENERGY	36249		07/22/2012	1,817.98
			Electric Usage				
101-751-925.000	Electric		CONSUMERS ENERGY	36250		07/25/2012	85.68
			Electric Usage				
101-751-930.000	Repairs/Ma		MANISTEE ACE HARDWARE	36242		07/26/2012	109.99
			Roundup		95182		
101-751-930.000	Repairs/Ma		WAHR HARDWARE, INC.	36286		07/29/2012	5.39
			Chrome Flush Lever		93748		
101-751-930.000	Repairs/Ma		WAHR HARDWARE, INC.	36286		07/30/2012	12.43
			Blowl Clnr Applicator, Bowl Cl		93766		
101-751-930.000	Repairs/Ma		WAHR HARDWARE, INC.	36286		07/30/2012	3.75
			Wrench Combo		93783		
101-751-930.000	Repairs/Ma		WAHR HARDWARE, INC.	36286		07/30/2012	7.11
			Masnry Bit, Bolts		93774		
101-751-930.000	Repairs/Ma		FASTENAL COMPANY	36255		07/28/2012	0.73
			Phillips Pan Head Machine Scrw		MIMAN91872		
101-751-930.000	Repairs/Ma		MANISTEE TIRE SERVICE	36264		07/14/2012	8.00
			Repair - 2 plugs & bead seal		134649		
101-751-930.000	Repairs/Ma		WAHR HARDWARE, INC.	36286		07/23/2012	2.52
			Bolts		93499		
101-751-930.000	Repairs/Ma		WAHR HARDWARE, INC.	36286		07/23/2012	21.94
			Bleach, Key		93479		
101-751-930.000	Repairs/Ma		WAHR HARDWARE, INC.	36286		07/27/2012	1.40
			Cutting Wheel		93629		
101-751-930.000	Repairs/Ma		WAHR HARDWARE, INC.	36286		07/27/2012	80.00
			General Hardware		93643		
101-751-930.000	Repairs/Ma		WAHR HARDWARE, INC.	36286		07/27/2012	6.74
			Screw Ext		93626		
101-751-930.000	Repairs/Ma		WAHR HARDWARE, INC.	36286		07/18/2012	3.28
			Masnry Blade		93242		
							4,602.48
Total PARKS & RECREATION							
Fund Total							37,066.30

INVOICE APPROVAL LIST BY FUND
07/10/2012

Date: 07/10/2012
Time: 11:30am
Page: 4

City of Manistee

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: MAJOR STREET FUND							
Dept:							
202-000-937.000		Routine Ma	ABONMARCHE CONSULTANTS, INC. Maple St Bridge Electrical Upg	36240		07/11/2012	9,716.03
					104522		
					Total		9,716.03
						Fund Total	9,716.03
Fund: CITY REFUSE FUND							
Dept:							
226-000-799.000		MiscExp	THE PIONEER GROUP Advertisements	36273		07/20/2012	148.05
					#41100167 - 06/30/12		
					Total		148.05
						Fund Total	148.05
Fund: EPA GRANT - PETROLEUM							
Dept:							
251-000-810.000		Engineer	FIBERTEC ENVIRONMENTAL SERVICE 334 River St - Redevelopment	36256		05/17/2012	2,089.00
					95971		
					Total		2,089.00
						Fund Total	2,089.00
Fund: RAMSDELL THEATRE							
Dept:							
296-000-728.000		OperSupp	KERRY SCHUBACH Ramsdell - Site Manager	36277		06/02/2012	55.00
296-000-728.000		OperSupp	PNC BANK Credit Card Charges	36274	YATES WEDDING	07/24/2012	22.58
296-000-728.000		OperSupp	WAHR HARDWARE, INC. Bulbs	36286	June 2012	07/27/2012	7.49
296-000-751.000		Concession	KERRY SCHUBACH Ramsdell - Concessions	36277	93660	06/08/2012	35.00
296-000-751.000		Concession	KERRY SCHUBACH Ramsdell - Concessions	36277	GOONIES	06/13/2012	20.00
296-000-751.000		Concession	TAYLOR PIETRASIK Ramsdell - Concessions	36272	DEMENTIA	06/29/2012	87.50
296-000-831.000		Con.Repair	PERSONAL PLUMBING INC Ramsdell - Flush Tank Lever,	36271	LIL ABNER	05/11/2012	122.38
296-000-922.000		Water	CITY OF MANISTEE WATER & Water Usage	36248	120511-12	06/29/2012	51.08
296-000-925.000		Electric	CONSUMERS ENERGY Electric Usage	36249		07/22/2012	942.88
296-000-970.000		Cap.Outlay	TERRAPIN NETWORKS Ramsdell & Police Dept Work	36282		06/30/2012	834.50
					32122		
					Total		2,178.41
						Fund Total	2,178.41
Fund: BOAT RAMP FUND							
Dept:							
508-000-922.000		Water	CITY OF MANISTEE WATER & Water Usage	36248		06/29/2012	47.28
508-000-925.000		Electric	CONSUMERS ENERGY Electric Usage	36249		07/22/2012	94.35
508-000-925.000		Electric	CONSUMERS ENERGY Electric Usage	36250		07/25/2012	67.54
					Total		209.17
						Fund Total	209.17
Fund: WATER & SEWER UTILITY							
Dept: ADMINISTRATION							
573-541-900.000		PrintPub	THE PIONEER GROUP Advertisements	36273		07/20/2012	1,279.20
					#41100167 - 06/30/12		
					Total ADMINISTRATION		1,279.20

INVOICE APPROVAL LIST BY FUND
07/10/2012

Date: 07/10/2012
Time: 11:30am
Page: 5

City of Manistee

Fund	Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: WATER & SEWER UTILITY							
Dept: WATER OPERATION							
	573-542-925.000	Electric	CONSUMERS ENERGY Electric Usage	36249		07/22/2012	4,887.20
	573-542-930.000	Repairs/Ma	WAHR HARDWARE, INC. Cntr Punch, Jersey Glove, Tefl	36286	93511	07/25/2012	14.87
							4,902.07
Total WATER OPERATION							4,902.07
Dept: SEWER - WWTP							
	573-543-925.000	Electric	CONSUMERS ENERGY Electric Usage	36249		07/22/2012	1,309.59
							1,309.59
Total SEWER - WWTP							1,309.59
Fund Total							7,490.86
Fund: MARINA FUND							
Dept:							
	594-000-728.000	OperSupp	JACKPINE BUSINESS CENTERS Index File	36260	332885-0	07/27/2012	1.29
	594-000-728.000	OperSupp	CHARTER COMMUNICATIONS INC. Monthly Service - Marina	36247	#8245 12 209 0099730 - July 12	06/18/2012	59.37
	594-000-730.000	Fuel	BLARNEY CASTLE OIL CO. Gasoline - NL Prem	36244	0395417	07/27/2012	4,908.63
	594-000-801.000	Pro.Serv.	CENTRAL INTERCONNECT, INC. Install Toshiba SIP License &	36246	21232	06/27/2012	413.00
	594-000-892.500	Marketing	DOWNTOWN DEVELOPMENT 2012 Downtown Manistee	36253	MMM01	07/01/2012	1,500.00
	594-000-922.000	Water	CITY OF MANISTEE WATER & Water Usage	36248		06/29/2012	224.00
	594-000-925.000	Electric	CONSUMERS ENERGY Electric Usage	36249		07/22/2012	1,102.36
							8,208.65
Total							8,208.65
Fund Total							8,208.65
Grand Total							67,106.47

INVOICE APPROVAL LIST BY FUND
07/11/2012

Date: 07/10/2012
Time: 4:00pm
Page: 1

City of Manistee

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: GENERAL FUND							
Dept: GENERAL							
101-100-801.000	Pro.Serv.	TERRAPIN NETWORKS	36316			07/02/2012	1,795.00
		Prepaid Proactive/Reactive IT		32123			
101-100-801.000	Pro.Serv.	TERRAPIN NETWORKS	36316			07/09/2012	515.00
		Monthly Service Pack - Aug 12		32135			
101-100-801.000	Pro.Serv.	CIVIC PLUS	36299			07/01/2012	954.00
		2012 Fee for Advanced Redesign		99631			
101-100-801.000	Pro.Serv.	CIVIC PLUS	36299			07/01/2012	3,150.00
		Annual Fee		99618			
101-100-940.000	Rent	CITY OF MANISTEE	36293			07/01/2012	1,017.14
		2012 Summer Taxes					
101-100-999.000	TrfOut	CITY OF MANISTEE COMMON ACCT	36294			07/01/2012	5,000.00
		Ramsdell Theatre Oper.Transfer					
Total GENERAL							12,431.14
Dept: MANAGER							
101-172-957.000	Motor Pool	CITY OF MANISTEE COMMON ACCT	36294			07/01/2012	770.83
		Equipment Rental - Motor Pool					
Total MANAGER							770.83
Dept: CLERK							
101-215-740.000	Election E	JACKPINE BUSINESS CENTERS	36306			08/09/2012	23.78
		Dymo Labels		333488-0			
101-215-831.000	Con.Repair	DSS CORPORATION	36301			07/16/2012	6,565.00
		LaserFiche Maint Agreement		12711			
Total CLERK							6,588.78
Dept: ASSESSOR							
101-257-801.000	Pro.Serv.	JACKLYN OSGOOD	36314			08/01/2012	1,180.00
		118 Bldg Permits/Reappraisals					
101-257-860.000	Trav/Train	MICHIGAN ASSESSORS ASSOCIATION	36312			07/10/2012	200.00
		Summer Conference - Beardslee					
Total ASSESSOR							1,380.00
Dept: MUNICIPAL BUILDINGS							
101-265-728.000	OperSupp	FASTENAL COMPANY	36304			08/01/2012	123.81
		Paper Hand Towel, Wypalls		MIMAN91848			
101-265-920.441	Gas - DPW	DTE ENERGY	36302			08/01/2012	85.22
		Gas Usage - 280 Washington St					
Total MUNICIPAL BUILDINGS							209.03
Dept: POLICE							
101-301-770.000	Vehicle Ga	BLARNEY CASTLE FLEET PROGRAM	36290			07/20/2012	1,546.30
		Fuel Usage		BC177 - 7/6/12			
101-301-957.000	Motor Pool	CITY OF MANISTEE COMMON ACCT	36294			07/01/2012	2,708.33
		Equipment Rental - Motor Pool					
Total POLICE							4,254.63
Dept: FIRE							
101-336-770.000	Vehicle Ga	BLARNEY CASTLE FLEET PROGRAM	36290			07/20/2012	628.76
		Fuel Usage		BC177 - 7/6/12			
101-336-942.000	Hydrant Rn	CITY OF MANISTEE WATER &	36298			07/01/2012	5,400.00
		Hydrant Rental - Fire Dept					
101-336-957.000	Motor Pool	CITY OF MANISTEE COMMON ACCT	36294			07/01/2012	2,308.33
		Equipment Rental - Motor Pool					
Total FIRE							8,337.09
Dept: PUBLIC WORKS							
101-441-715.000	Cleaning	MODEL COVERALL SERVICE, INC.	36313			08/01/2012	26.80
		Uniform Cleaning - DPW		0269089			
101-441-770.000	Vehicle Ga	BLARNEY CASTLE FLEET PROGRAM	36290			07/20/2012	122.29
		Fuel Usage		BC177 - 7/6/12			
101-441-770.000	Vehicle Ga	BLARNEY CASTLE FLEET PROGRAM	36290			07/20/2012	5,788.65
		Fuel Usage		BC177 - 7/6/12			
101-441-930.000	Repairs/Ma	FASTENAL COMPANY	36304			08/08/2012	17.31
		Fender Washer		MIMAN92047			
101-441-930.000	Repairs/Ma	WAHR HARDWARE, INC.	36317			08/04/2012	3.41
		Gloves		93927			
101-441-930.000	Repairs/Ma	FASTENAL COMPANY	36304			08/02/2012	3.76
		Machine Screw & Nut		MIMAN91960			
101-441-930.000	Repairs/Ma	AUTO VALUE \ BTB PARTS STORES	36289			08/02/2012	28.99
		2-1/4 Lcknut Wr		256-790876			

INVOICE APPROVAL LIST BY FUND
07/11/2012

Date: 07/10/2012
Time: 4:00pm
Page: 2

City of Manistee

Fund	Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND							
Dept: PUBLIC WORKS							
	101-441-957.000	Motor Pool	CITY OF MANISTEE COMMON ACCT Equipment Rental - Motor Pool	36294		07/01/2012	6,166.67

Total PUBLIC WORKS							12,157.88
Dept: PARKS & RECREATION							
	101-751-728.000	OperSupp	FASTENAL COMPANY Bathroom Tissue, Gloves	36304	MIMAN92059	08/08/2012	89.99
	101-751-728.000	OperSupp	FASTENAL COMPANY Bathroom Tissue, Paper Towel,	36304	MIMAN92009	08/05/2012	440.15
	101-751-728.000	OperSupp	FASTENAL COMPANY Paper Hand Towel	36304	MIMAN92018	08/05/2012	24.29
	101-751-728.000	OperSupp	WAHR HARDWARE, INC. Keys	36317	93946	08/05/2012	4.38
	101-751-770.000	Vehicle Ga	BLARNEY CASTLE FLEET PROGRAM Fuel Usage	36290	BC177 - 7/6/12	07/20/2012	677.74
	101-751-930.000	Repairs/Ma	FASTENAL COMPANY Cable Ties, Paper Towel	36304	MIMAN91975	08/02/2012	182.49
	101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC. Rake	36317	93928	08/04/2012	13.49
	101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC. Magnetic Nut Setter, Mag Bit	36317	93957	08/05/2012	11.05
	101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC. Irwin Pro Pump Pliers	36317	93956	08/05/2012	30.06
	101-751-930.000	Repairs/Ma	MICHAEL TODD AND COMPANY, INC. Tennis Play Only - Sign	36311	133239	08/04/2012	258.82
	101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC. Bolts	36317	93807	07/31/2012	2.70
	101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC. Masnry Bits	36317	93864	08/02/2012	4.68
	101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC. Masnry Bits	36317	93866	08/02/2012	11.26
	101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC. Sandpaper, Key	36317	93852	08/01/2012	3.34
	101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC. Bolts	36317	93832	08/01/2012	4.97
	101-751-957.000	Motor Pool	CITY OF MANISTEE COMMON ACCT Equipment Rental - Motor Pool	36294		07/01/2012	3,083.33

Total PARKS & RECREATION							4,842.74
Dept: APPROPRIATIONS							
	101-801-890.000	AAY	ALTERNATIVES FOR AREA YOUTH Appropriation	36288		07/01/2012	6,500.00
	101-801-892.000	Alliance	ALLIANCE FOR ECONOMIC SUCCESS Appropriation	36287		07/01/2012	11,558.75
	101-801-893.000	Junior Bas	MANISTEE COUNTY BASEBALL Appropriation	36309		07/01/2012	3,500.00
	101-801-894.000	M.R.A.	MANISTEE RECREATION ASSOC. Appropriation	36310		07/01/2012	7,125.00
	101-801-895.000	Museum	MANISTEE CO. HISTORICAL MUSEUM Appropriation	36308		07/01/2012	5,250.00
	101-801-896.000	PEG Studio	CITY OF MANISTEE COMMON ACCT Appropriation - PEG Commission	36294		07/01/2012	6,000.00

Total APPROPRIATIONS							39,933.75

Fund Total							90,905.87
Fund: MAJOR STREET FUND							
Dept:							
	202-000-936.000	PreservSts	CITY OF MANISTEE GENERAL FUND Major & Local Street Reimburse	36295		07/01/2012	8,750.00
	202-000-938.000	Winter Mai	CITY OF MANISTEE GENERAL FUND Major & Local Street Reimburse	36295		07/01/2012	8,083.33

Total							16,833.33

Fund Total							16,833.33
Fund: LOCAL STREET FUND							
Dept:							

INVOICE APPROVAL LIST BY FUND
07/11/2012

Date: 07/10/2012
Time: 4:00pm
Page: 3

City of Manistee

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: LOCAL STREET FUND							
Dept:							
203-000-936.000		PreservSts	CITY OF MANISTEE GENERAL FUND Major & Local Street Reimburse	36295		07/01/2012	3,750.00
203-000-938.000		Winter Mai	CITY OF MANISTEE GENERAL FUND Major & Local Street Reimburse	36295		07/01/2012	2,666.67
							6,416.67
Total							6,416.67
Fund Total							6,416.67
Fund: CITY REFUSE FUND							
Dept:							
226-000-820.000		admin	CITY OF MANISTEE GENERAL FUND Administration - Refuse	36295		07/01/2012	7,250.00
226-000-829.002		Yard Waste	CITY OF MANISTEE GENERAL FUND Reimburse for Yard Waste	36295		07/01/2012	1,666.67
							8,916.67
Total							8,916.67
Fund Total							8,916.67
Fund: BUILDING INSPECTOR							
Dept:							
249-000-820.000		admin	CITY OF MANISTEE GENERAL FUND Administration - Bldg Insp	36295		07/01/2012	2,500.00
							2,500.00
Total							2,500.00
Fund Total							2,500.00
Fund: EPA GRANT - PETROLEUM							
Dept:							
251-000-810.000		Engineer	EFTAXIADIS CONSULTING INC Env Consulting, Consulting	36303		08/04/2012	1,599.00
					CMBRA-1206P		
							1,599.00
Total							1,599.00
Fund Total							1,599.00
Fund: EPA GRANT - HAZARDOUS							
Dept:							
252-000-810.000		Engineer	EFTAXIADIS CONSULTING INC Env Consulting, Consulting	36303		08/04/2012	2,132.00
					CMBRA-1206H		
							2,132.00
Total							2,132.00
Fund Total							2,132.00
Fund: PEG COMMISSION							
Dept:							
290-000-728.000		OperSupp	JACKPINE INTERNET SERVICES INC Domain Hosting	36307		07/11/2012	120.00
290-000-801.000		Pro.Serv.	KEITH R BROWN PHD MPA Operations - July 2012	36291		07/01/2012	3,333.33
					MANTV - 7/1/12		
							3,453.33
Total							3,453.33
Fund Total							3,453.33
Fund: RAMSDELL THEATRE							
Dept:							
296-000-728.000		OperSupp	WAHR HARDWARE, INC. Toilet Bowl Cleaner	36317		08/04/2012	28.00
296-000-751.000		Concession	TAYLOR PIETRASIK Ramsdell - Concessions	36315		07/08/2012	85.00
					939i8		
					LIL ABNER - 2nd Weekend		
							113.00
Total							113.00
Fund Total							113.00
Fund: BOAT RAMP FUND							
Dept:							

INVOICE APPROVAL LIST BY FUND
07/11/2012

Date: 07/10/2012
Time: 4:00pm
Page: 4

City of Manistee

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: BOAT RAMP FUND						
Dept:						
508-000-820.000	admin	CITY OF MANISTEE GENERAL FUND Administration - Boat Ramps	36295		07/01/2012	4,750.00
				Total		4,750.00
					Fund Total	4,750.00
Fund: WATER & SEWER UTILITY						
Dept: ADMINISTRATION						
573-541-820.000	admin	CITY OF MANISTEE GENERAL FUND Administration - Water	36295		07/01/2012	23,083.33
				Total ADMINISTRATION		23,083.33
Dept: WATER OPERATION						
573-542-770.000	Vehicle Ga	BLARNEY CASTLE FLEET PROGRAM Fuel Usage	36290		07/20/2012	570.03
				BC177 - 7/6/12		
573-542-957.000	Motor Pool	CITY OF MANISTEE COMMON ACCT Equipment Rental - Motor Pool	36294		07/01/2012	2,916.67
				Total WATER OPERATION		3,486.70
Dept: SEWER - WWTP						
573-543-770.000	Vehicle Ga	BLARNEY CASTLE FLEET PROGRAM Fuel Usage	36290		07/20/2012	562.93
				BC177 - 7/6/12		
573-543-957.000	Motor Pool	CITY OF MANISTEE COMMON ACCT Equipment Rental - Motor Pool	36294		07/01/2012	2,916.67
				Total SEWER - WWTP		3,479.60
Dept: SEWER COLLECTION (STREETS)						
573-544-715.000	Cleaning	MODEL COVERALL SERVICE, INC. Uniform Cleaning - Str Sewers	36313		08/01/2012	17.64
				0269087		
573-544-957.000	Motor Pool	CITY OF MANISTEE COMMON ACCT Equipment Rental - Motor Pool	36294		07/01/2012	2,916.67
				Total SEWER COLLECTION (STREETS)		2,934.31
					Fund Total	32,983.94
Fund: MARINA FUND						
Dept:						
594-000-820.000	admin	CITY OF MANISTEE GENERAL FUND Administration - Marina	36295		07/01/2012	3,500.00
				Total		3,500.00
					Fund Total	3,500.00
Fund: MOTOR POOL FUND						
Dept:						
661-000-972.001	Mowers	FREEMAN CREEK EQUIPMENT INC Lazer X-Series Mowers	36305		07/01/2012	21,914.00
				2616		
				Total		21,914.00
					Fund Total	21,914.00
Fund: CURRENT TAX COLLECTION						
Dept:						
703-000-215.000	Due DDA	DOWNTOWN DEVELOPMENT 2011 County Delinq Tax Distrib	36300		08/04/2012	24,864.45
703-000-221.000	Due City	CITY OF MANISTEE 2011 County Delinq Tax Distrib	36292		07/05/2012	168,063.96
703-000-221.001	Due Refuse	CITY OF MANISTEE REFUSE FUND 2011 County Delinq Tax Distrib	36296		08/04/2012	11,082.57
703-000-221.002	Due Admin	CITY OF MANISTEE 2011 County Delinq Tax Distrib	36292		07/05/2012	6,505.79
703-000-221.003	Due Pe\In	CITY OF MANISTEE 2011 County Delinq Tax Distrib	36292		07/05/2012	12,493.57
703-000-221.004	Due WatDel	CITY OF MANISTEE WATER & 2011 County Delinq Tax Distrib	36297		07/05/2012	6,856.54
703-000-221.005	DueRefDel	CITY OF MANISTEE REFUSE FUND 2011 County Delinq Tax Distrib	36296		08/04/2012	84.20

INVOICE APPROVAL LIST BY FUND
07/11/2012

Date: 07/10/2012
Time: 4:00pm
Page: 5

City of Manistee

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: CURRENT TAX COLLECTION							
Dept:							
	703-000-221.006	DueGenDel	CITY OF MANISTEE 2011 County Delinq Tax Distrib	36292		07/05/2012	2,296.85
	703-000-221.007	DueStImpDe	CITY OF MANISTEE COMMON ACCT 2011 County Delinq Tax Distrib	36294		07/05/2012	2,894.93
					Total		235,142.86
						Fund Total	235,142.86
						Grand Total	431,160.67

INVOICE APPROVAL LIST BY FUND
07/25/12

Date: 07/25/2012
Time: 8:13am
Page: 1

City of Manistee

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept: GENERAL						
101-100-801.000	Pro.Serv.	TERRAPIN NETWORKS Pre-Paid Proactive/Reactive IT	36408	32154	07/23/2012	3,590.00
101-100-855.000	Cell Phone	AT&T MOBILITY Monthly Service	36330	837869502X05282012	06/27/2012	1,021.08
101-100-855.000	Cell Phone	AT&T MOBILITY Monthly Service	36330	837869502X06282012	07/28/2012	1,106.00
101-100-901.000	Postage	PURCHASE POWER Postage	36399	55557150202 - Jul 12	07/08/2012	3,076.35
101-100-989.000	Computer	TERRAPIN NETWORKS Emergency Replacement of	36408	32152	07/20/2012	6,055.00
101-100-989.000	Computer	CDW GOVERNMENT HP SB 300GB 6G SAS 10K 2.5IN	36334	N254921	08/18/2012	1,799.25
Total GENERAL						16,647.68
Dept: MANAGER						
101-172-712.012	Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC HRA/Flex Admin - July 12	36325	5860	08/10/2012	6.95
101-172-831.000	Con.Repair	KOPY SALES INC. Cost Per Copy - Manager	36372	84903	07/22/2012	43.58
Total MANAGER						50.53
Dept: CLERK						
101-215-712.012	Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC HRA/Flex Admin - July 12	36325	5860	08/10/2012	6.95
101-215-728.000	OperSupp	ADVANCED BENEFIT SOLUTIONS INC HRA/Flex Admin - July 12	36325	5860	08/10/2012	4.50
101-215-740.000	Election E	MICHIGAN ELECTION RESOURCES QVF Voter ID Card	36380	29514	08/15/2012	19.47
101-215-801.000	Pro.Serv.	ADVANCED BENEFIT SOLUTIONS INC COBRA Admin	36325	JULY 12	08/09/2012	41.80
101-215-831.000	Con.Repair	KOPY SALES INC. Cost Per Copy - Finance/Clerk	36372	84902	07/22/2012	32.85
Total CLERK						105.57
Dept: FINANCE / TREASURER						
101-253-712.012	Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC HRA/Flex Admin - July 12	36325	5860	08/10/2012	6.95
101-253-728.000	OperSupp	ADVANCED BENEFIT SOLUTIONS INC HRA/Flex Admin - July 12	36325	5860	08/10/2012	9.00
101-253-735.000	Periodical	TIME MAGAZINE Subscription	36410	#2124110343 - 2012	07/01/2012	33.34
101-253-985.000	Lease Pur.	US BANK EQUIPMENT FINANCE Kyocera Copier - Finance	36413	207781121	07/17/2012	125.90
Total FINANCE / TREASURER						175.19
Dept: ASSESSOR						
101-257-712.012	Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC HRA/Flex Admin - July 12	36325	5860	08/10/2012	6.95
101-257-728.000	OperSupp	ADVANCED BENEFIT SOLUTIONS INC HRA/Flex Admin - July 12	36325	5860	08/10/2012	4.50
Total ASSESSOR						11.45
Dept: MUNICIPAL BUILDINGS						
101-265-728.000	OperSupp	WAHR HARDWARE, INC. Flood Bulb	36416	94052	08/08/2012	30.33
101-265-850.000	Phone	AT&T Monthly Service	36329	2012 - 231R01300607	08/22/2012	111.77
101-265-850.000	Phone	AT&T Monthly Service	36329	2012 - 231723180307	08/12/2012	120.90
101-265-850.000	Phone	AT&T Monthly Service	36329	2012 - 231723351907	08/12/2012	80.68
101-265-850.000	Phone	AT&T Monthly Service	36329	2012 - 231398067907	08/12/2012	118.95
101-265-850.000	Phone	POWERNET GLOBAL COMMUNICATIONS Monthly Service	36398	27085977	07/22/2012	131.91
101-265-920.000	Gas	DTE ENERGY Gas Usage - 70 Maple St	36350		08/08/2012	93.38
101-265-920.336	Gas - Fire	DTE ENERGY Gas Usage - 281 1st St	36350		08/08/2012	35.54
101-265-920.446	Gas - Brid	DTE ENERGY Gas Usage - 51 Maple St	36350		08/08/2012	1.70

INVOICE APPROVAL LIST BY FUND
07/25/12

Date: 07/25/2012
Time: 8:13am
Page: 2

City of Manistee

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: GENERAL FUND							
Dept: MUNICIPAL BUILDINGS							
						Total MUNICIPAL BUILDINGS	725.16
Dept: ATTORNEY		Prof. Serv	MIKA MEYERS BECKETT & JONES	36383		07/13/2012	207.00
101-266-803.000			Professional Services		563152		
						Total ATTORNEY	207.00
Dept: CITY ENGINEER		Pro.Serv.	ABONMARCHE CONSULTANTS, INC.	36321		08/12/2012	3,000.00
101-285-801.000			Engineer of Record M7-0664		104772		
101-285-801.000		Pro.Serv.	ABONMARCHE CONSULTANTS, INC.	36321		08/12/2012	500.00
			Water Works Museum		104774		
						Total CITY ENGINEER	3,500.00
Dept: POLICE		Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC	36325		08/10/2012	69.50
101-301-712.012			HRA/Flex Admin - July 12		5860		
101-301-715.000		Cleaning	MANISTEE CLEANING SOLUTIONS	36376		06/30/2012	205.50
			Uniform Cleaning		June 2012		
101-301-728.000		OperSupp	OLESON'S FOOD STORES	36393		08/03/2012	13.96
			Water		#9023 - 07/04/12		
101-301-728.000		OperSupp	OLESON'S FOOD STORES	36393		08/02/2012	39.98
			Gatorade		#2979 - 07/03/12		
101-301-728.000		OperSupp	MICHIGAN PIZZA HUT INC	36382		07/04/2012	62.38
			Pizza, Sauce, Breadsticks		70710		
101-301-728.000		OperSupp	JACKPINE BUSINESS CENTERS	36367		08/03/2012	31.81
			Binder Clips, Pens, Mech Penci		333231-0		
101-301-728.000		OperSupp	ADVANCED BENEFIT SOLUTIONS INC	36325		08/10/2012	4.50
			HRA/Flex Admin - July 12		5860		
101-301-930.000		Repairs/Ma	NAPA AUTO PARTS	36388		07/18/2012	13.24
			Battery		149011		
101-301-930.000		Repairs/Ma	RADIO SHACK CORPORATION	36400		08/17/2012	21.49
			AC Adapter		021685		
						Total POLICE	462.36
Dept: FIRE		Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC	36325		08/10/2012	48.65
101-336-712.012			HRA/Flex Admin - July 12		5860		
101-336-728.000		OperSupp	RADIO SHACK CORPORATION	36400		08/02/2012	17.99
			Batteries		021287		
101-336-728.000		OperSupp	WAHR HARDWARE, INC.	36416		08/08/2012	3.19
			Utility Hook		94043		
101-336-728.000		OperSupp	WAHR HARDWARE, INC.	36416		08/05/2012	3.39
			Brasso Polish		93938		
101-336-728.000		OperSupp	ADVANCED BENEFIT SOLUTIONS INC	36325		08/10/2012	13.50
			HRA/Flex Admin - July 12		5860		
101-336-860.000		Trav/Train	EDWARD J DRAPER	36349		06/07/2012	120.00
			EMS Education - patient assess		12-002		
101-336-873.000		Education	FREDERICK R LAPOINT	36374		07/10/2012	2,500.00
			Education Reimbursement				
101-336-874.000		Blue Cross	JO L ARNOLD	36328		07/25/2012	250.00
			In Lieu of Blue Cross Insuranc				
101-336-874.000		Blue Cross	DANIEL J JANOWIAK	36368		07/25/2012	250.00
			In Lieu of Blue Cross Insuranc				
101-336-874.000		Blue Cross	MARK A MODJESKI	36387		07/25/2012	250.00
			In Lieu of Blue Cross Insuranc				
101-336-874.000		Blue Cross	SID SCRIMGER	36402		07/25/2012	250.00
			In Lieu of Blue Cross Insuranc				
101-336-874.000		Blue Cross	TIMM H SMITH	36403		07/25/2012	250.00
			In Lieu of Blue Cross Insuranc				
101-336-874.000		Blue Cross	JERRY J TABACZKA	36406		07/25/2012	250.00
			In Lieu of Blue Cross Insuranc				
						Total FIRE	4,206.72
Dept: PUBLIC WORKS		Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC	36325		08/10/2012	76.45
101-441-712.012			HRA/Flex Admin - July 12		5860		
101-441-715.000		Cleaning	MODEL COVERALL SERVICE, INC.	36385		08/08/2012	26.80
			Uniform Cleaning - DPW		0270851		
101-441-715.000		Cleaning	MODEL COVERALL SERVICE, INC.	36385		08/15/2012	26.80
			Uniform Cleaning - DPW		0272587		

INVOICE APPROVAL LIST BY FUND
07/25/12

Date: 07/25/2012
Time: 8:13am
Page: 3

City of Manistee

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: GENERAL FUND							
Dept: PUBLIC WORKS							
101-441-728.000		OperSupp	WAHR HARDWARE, INC. 25' Drain Auger	36416	94506	08/18/2012	17.54
101-441-728.000		OperSupp	FASTENAL COMPANY Gloves	36354	MIMAN92266	08/18/2012	13.99
101-441-728.000		OperSupp	MODEL COVERALL SERVICE, INC. Centerpull Twl	36385	0272586	08/15/2012	32.00
101-441-728.000		OperSupp	GLASS SPECIALTIES, INC. Insulated Glass Window	36356	15052	07/25/2012	212.72
101-441-728.000		OperSupp	ABSOLUTE SAFETY, INC. Safety Meeting - DPW	36322	DPW160712	08/15/2012	152.40
101-441-728.000		OperSupp	ADVANCED BENEFIT SOLUTIONS INC HRA/Flex Admin - July 12	36325	5860	08/10/2012	9.00
101-441-831.000		Con.Repair	TOM NOTEWARE COMMUNICATIONS City Garage - Computer Line	36392	603577	07/18/2012	97.50
101-441-831.000		Con.Repair	TOP LINE ELECTRIC LLC City Garage - Vibra Plowed	36411	3514	07/05/2012	1,388.78
101-441-831.000		Con.Repair	ABSOLUTE SAFETY, INC. Safety Meeting - DPW	36322	DPW160712	08/15/2012	378.20
101-441-930.000		Repairs/Ma	NAPA AUTO PARTS Oil Fil	36388	148506	07/09/2012	3.68
101-441-930.000		Repairs/Ma	LAKE WELDING SUPPLY CO. Onyx Ear Muff	36373	00806185	08/16/2012	9.51
101-441-930.000		Repairs/Ma	LAKE WELDING SUPPLY CO. Solder	36373	00806186	08/16/2012	21.96
101-441-930.000		Repairs/Ma	NAPA AUTO PARTS Antifreeze	36388	149134	07/19/2012	19.98
101-441-930.000		Repairs/Ma	MANISTEE ACE HARDWARE Auger Pwr Snake	36323	100596	08/18/2012	16.99
101-441-930.000		Repairs/Ma	MANISTEE TIRE SERVICE dismount/Mount, Valves, Dispos	36379	135435	08/15/2012	45.00
101-441-930.000		Repairs/Ma	BELL EQUIPMENT COMPANY Runners, Baffle	36331	0086309	08/09/2012	773.16
101-441-930.000		Repairs/Ma	NAPA AUTO PARTS Fuel Fil	36388	148601	07/11/2012	11.27
101-441-930.000		Repairs/Ma	LAKE WELDING SUPPLY CO. Onyx Ear Muff	36373	00805067	08/09/2012	11.56
101-441-930.000		Repairs/Ma	WAHR HARDWARE, INC. Methly Ethyl Ketone	36416	94204	08/11/2012	25.19
101-441-930.000		Repairs/Ma	OLSON LUMBER COMPANY Silica Sand	36394	101028	08/11/2012	17.90
101-441-930.000		Repairs/Ma	WAHR HARDWARE, INC. Hose Repair	36416	94239	08/12/2012	2.97
101-441-930.000		Repairs/Ma	INTERSTATE BILLING SERVICE Fenders, Latch	36365	T01307	07/27/2012	2,172.20
101-441-970.000		Cap.Outlay	CUSTOM SHEET METAL & HEATING Air Conditioning - City Garage	36344	4352-3	08/08/2012	2,564.00
Total PUBLIC WORKS							8,127.55
Dept: COMMUNITY DEVELOPMENT OFFICE							
101-748-712.012		Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC HRA/Flex Admin - July 12	36325	5860	08/10/2012	13.90
101-748-728.000		OperSupp	ADVANCED BENEFIT SOLUTIONS INC HRA/Flex Admin - July 12	36325	5860	08/10/2012	9.00
101-748-831.000		Con.Repair	KOPY SALES INC. Cost Per Copy - Comm Dev	36372	84900	07/22/2012	36.60
Total COMMUNITY DEVELOPMENT OFFICE							59.50
Dept: PARKS & RECREATION							
101-751-712.012		Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC HRA/Flex Admin - July 12	36325	5860	08/10/2012	13.90
101-751-728.000		OperSupp	FASTENAL COMPANY Antibacterial Hand Wash	36354	MIMAN92245	08/17/2012	3.92
101-751-728.000		OperSupp	INTELLIGENT PRODUCTS INC Mutt Mitts	36364	144179A	08/09/2012	442.02
101-751-728.000		OperSupp	WAHR HARDWARE, INC. Kitchen Bags	36416	94243	08/12/2012	13.45
101-751-728.000		OperSupp	FASTENAL COMPANY Bathroom Tissue	36354	MIMAN92170	08/12/2012	282.77
101-751-728.000		OperSupp	MODEL FIRST AID, SAFETY & Cabinet Supplies	36386	100120	04/03/2012	55.30

INVOICE APPROVAL LIST BY FUND
07/25/12

Date: 07/25/2012
Time: 8:13am
Page: 4

City of Manistee

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: GENERAL FUND							
Dept: PARKS & RECREATION							
101-751-831.000	Con.Repair		ACTION TERMITE & PEST CONTROL	36324		08/04/2012	213.00
			General Spray Program - Teen		2453-12		
101-751-831.000	Con.Repair		JASON THOMPSON LANDSCAPE	36409		07/03/2012	666.66
			Lawn Maintenance - June 12		22013		
101-751-920.000	Gas		DTE ENERGY	36350		08/09/2012	32.87
			Gas Usage - 580 Maple St				
101-751-930.000	Repairs/Ma		WAHR HARDWARE, INC.	36416		08/09/2012	8.76
			Key		94077		
101-751-930.000	Repairs/Ma		TOP LINE ELECTRIC LLC	36411		07/09/2012	55.50
			5th Ave Bathhouse Motion Senso		3524		
101-751-930.000	Repairs/Ma		TOP LINE ELECTRIC LLC	36411		07/09/2012	138.75
			Arthur St Motion Sensors		3521		
101-751-930.000	Repairs/Ma		WAHR HARDWARE, INC.	36416		08/09/2012	4.38
			Key		94061		
101-751-930.000	Repairs/Ma		WAHR HARDWARE, INC.	36416		07/30/2012	-248.83
			CREDIT - Elect Heat, Latch		93791		
101-751-930.000	Repairs/Ma		WAHR HARDWARE, INC.	36416		07/30/2012	248.83
			Elec Heater, Push Button Latch		93781		
101-751-930.000	Repairs/Ma		WAHR HARDWARE, INC.	36416		07/16/2012	5.11
			Tube		93193		
101-751-930.000	Repairs/Ma		WAHR HARDWARE, INC.	36416		07/20/2012	11.69
			Roundup		93371		
101-751-930.000	Repairs/Ma		WAHR HARDWARE, INC.	36416		07/14/2012	35.99
			Rub Hose		93098		
101-751-930.000	Repairs/Ma		WAHR HARDWARE, INC.	36416		08/17/2012	6.74
			Screw Ext		94435		
101-751-930.000	Repairs/Ma		WAHR HARDWARE, INC.	36416		08/02/2012	25.64
			Post Driver St		93882		
101-751-930.000	Repairs/Ma		OLSON LUMBER COMPANY	36394		08/15/2012	11.78
			Gravel Mix		101046		
101-751-930.000	Repairs/Ma		FORBES SANITATION & EXCAVATION	36355		08/09/2012	150.00
			Sink & Urinal - First St Beach				
101-751-930.000	Repairs/Ma		OLSON LUMBER COMPANY	36394		08/11/2012	39.80
			Treated		101027		
101-751-930.000	Repairs/Ma		UPBEAT INC.	36412		07/19/2012	831.54
			Classico Smoking Urn, Anchor K		514349		
101-751-930.000	Repairs/Ma		WAHR HARDWARE, INC.	36416		08/12/2012	14.40
			Key, Pop-Up, Sprinklr		94245		
101-751-930.000	Repairs/Ma		WAHR HARDWARE, INC.	36416		08/09/2012	13.10
			Bulb		94092		
101-751-930.000	Repairs/Ma		WAHR HARDWARE, INC.	36416		08/10/2012	0.84
			Bolts		94153		
101-751-930.000	Repairs/Ma		WAHR HARDWARE, INC.	36416		08/11/2012	51.81
			Bowl Cleaner, Carriage, Lock		94188		
101-751-930.000	Repairs/Ma		WAHR HARDWARE, INC.	36416		08/13/2012	6.99
			CLR Cleaner		94311		
101-751-930.000	Repairs/Ma		WAHR HARDWARE, INC.	36416		08/12/2012	12.68
			Pine Sol		94261		
101-751-930.000	Repairs/Ma		CHERRINGTON ENTERPRISES INC	36336		07/06/2012	878.12
			Alternator		016983		
101-751-930.000	Repairs/Ma		MANISTEE TIRE SERVICE	36379		08/10/2012	25.00
			Inside Patch, Plug Lawn Tire		35286		
101-751-930.000	Repairs/Ma		FASTENAL COMPANY	36354		08/12/2012	1.79
			Tamper Resistant Hex Insert Bt		MIMAN92164		
101-751-930.000	Repairs/Ma		FASTENAL COMPANY	36354		07/28/2012	13.24
			Cable Tie		MIMAN91864		
101-751-930.000	Repairs/Ma		FASTENAL COMPANY	36354		07/28/2012	13.24
			Cable Tie		MIMAN91874		
Total PARKS & RECREATION							4,080.78
Fund Total							38,359.49
Fund: MAJOR STREET FUND							
Dept:							
202-000-937.000	Routine Ma		STATE OF MICHIGAN - MDOT	36405		08/10/2012	21,637.51
			Local Progress Billing -		AP 345062		
Total							21,637.51

INVOICE APPROVAL LIST BY FUND
07/25/12

Date: 07/25/2012
Time: 8:13am
Page: 5

City of Manistee

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: MAJOR STREET FUND							
						Fund Total	21,637.51
Fund: STREET IMPROVEMENT FUND							
Dept:							
204-000-984.000	Trees		KEVIN D DIEBEL Tree Gators, Install & Fill,	36346		07/18/2012	1,870.00
					Total		1,870.00
						Fund Total	1,870.00
Fund: CITY REFUSE FUND							
Dept:							
226-000-826.000	Res Cntrct		ALLIED WASTE SERVICES #239 Residential, Recycle, Fuel Rec	36327		07/30/2012	27,718.39
226-000-827.000	Muncpl Rfs		ALLIED WASTE SERVICES #239 Parks, Marina, DPW, Fire	36327	0239-001553156 0239-001547455	07/30/2012	1,631.54
					Total		29,349.93
						Fund Total	29,349.93
Fund: BROWNFIELD REDEVELOPMENT AUTHO							
Dept:							
243-000-801.000	Pro.Serv.		EFTAXIADIS CONSULTING INC MDEQ Loan - Consulting	36351		08/04/2012	656.00
					CMBRA-1206L		
					Total		656.00
						Fund Total	656.00
Fund: RAMSDELL THEATRE							
Dept:							
296-000-308.002	Ramsdell T		THE HUNTINGTON NATIONAL BANK Ramsdell HVAC	36363		07/17/2012	32,246.55
296-000-728.000	OperSupp		WAHR HARDWARE, INC. Bulbs	36416	11210334352 93699	07/28/2012	26.18
296-000-728.000	OperSupp		MANISTEE ACE HARDWARE Bungee Cord	36323	100535	08/17/2012	3.99
296-000-728.000	OperSupp		TAMMIE DALKE Ramsdell - Site Manager	36345		07/21/2012	80.00
296-000-728.000	OperSupp		KERRY SCHUBACH Ramsdell - Site Manager	36401		07/21/2012	75.00
296-000-751.000	Concession		TAYLOR PIETRASIK Ramsdell - Concessions	36397		07/18/2012	55.00
296-000-751.000	Concession		TAYLOR PIETRASIK Ramsdell - Concessions	36397		07/16/2012	20.00
296-000-751.000	Concession		TAYLOR PIETRASIK Ramsdell - Concessions	36397		07/15/2012	50.00
296-000-751.000	Concession		TAYLOR PIETRASIK Ramsdell - Concession/Tickets	36397		07/11/2012	55.00
296-000-751.000	Concession		OLESON'S FOOD STORES Vit Water	36393		08/10/2012	48.00
296-000-752.000	Movie Exp		NICHOLAS NIESEN Ramsdell - Site Manager	36390		07/18/2012	47.50
296-000-753.000	Performanc		MARC C DIMMITT Ramsdell - Sound Tech	36347		07/16/2012	50.00
296-000-753.000	Performanc		NICHOLAS NIESEN Ramsdell - Site Manager	36390		07/16/2012	52.50
296-000-753.000	Performanc		MARC C DIMMITT Ramsdell - Sound Tech	36347		07/15/2012	150.00
296-000-753.000	Performanc		RAY BONNEVILLE Ramsdell - Performance	36318		07/16/2012	200.00
296-000-753.000	Performanc		KOPY SALES INC. Cost Per Copy - Finance/Clerk	36372	84902	07/22/2012	30.00
296-000-753.000	Performanc		MANISTEE ACE HARDWARE Anchor Eye, Venetian Cord, Acr	36323	100204	08/10/2012	91.46
296-000-831.000	Con.Repair		PERSONAL PLUMBING INC Toilet Replacement - Ramsell	36396	120620-42	07/13/2012	795.71
296-000-831.000	Con.Repair		TOP LINE ELECTRIC LLC Ramsdell - Ticket Booth Outlet	36411	3345	04/12/2012	86.33

INVOICE APPROVAL LIST BY FUND
07/25/12

Date: 07/25/2012
Time: 8:13am
Page: 6

City of Manistee

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: RAMSDELL THEATRE						
Dept:						
296-000-850.000	Phone	AT&T Monthly Service	36329	2012 - 231398075407	08/12/2012	39.60
296-000-892.500	Marketing	THE COPY SHOP INC Ramsdell - Tickets, 12x48 Colo	36342		06/28/2012	71.40
296-000-892.500	Marketing	LITTLE RIVER CASINO RESORT Bridal Show Services	36375	2012	07/16/2012	448.00
296-000-920.000	Gas	DTE ENERGY Gas Usage - 101 Maple St	36350		08/12/2012	42.99
296-000-970.000	Cap.Outlay	UNITED COATING SYSTEMS Ramsdell - Epoxy Coating depos	36319		07/16/2012	1,425.00
296-000-998.002	Ramsdell T	THE HUNTINGTON NATIONAL BANK Ramsdell HVAC	36363	11210334352	07/17/2012	22,228.45
				Total		58,418.66
					Fund Total	58,418.66
Fund: CAPITAL IMPROVEMENT FUND						
Dept:						
430-000-979.018	Server Upg	TERRAPIN NETWORKS Server	36320	31902 #2	04/05/2012	2,000.00
				Total		2,000.00
					Fund Total	2,000.00
Fund: BOAT RAMP FUND						
Dept:						
508-000-850.000	Phone	AT&T Monthly Service	36329	2012 - 231398258507	08/12/2012	18.20
				Total		18.20
					Fund Total	18.20
Fund: WATER & SEWER UTILITY						
Dept: ADMINISTRATION						
573-541-712.012	Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC HRA/Flex Admin - July 12	36325	5860	08/10/2012	6.95
573-541-728.000	OperSupp	JACKPINE BUSINESS CENTERS #10 Regular Envelopes - Garage	36367	29919	08/17/2012	100.97
573-541-728.000	OperSupp	LORI HANSEN Office Cleaning	36360		07/14/2012	75.00
573-541-728.000	OperSupp	LORI HANSEN Office Cleaning	36360		07/01/2012	75.00
573-541-728.000	OperSupp	MISS DIG SYSTEM, INC. Monthly Service Chg, Orders Fa	36384	42289	07/30/2012	149.94
573-541-831.000	Con.Repair	KOPY SALES INC. Cost Per Copy - Garage	36372	84904	07/22/2012	30.53
				Total ADMINISTRATION		438.39
Dept: WATER OPERATION						
573-542-712.012	Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC HRA/Flex Admin - July 12	36325	5860	08/10/2012	13.90
573-542-728.000	OperSupp	HACH COMPANY DPD Tot Chlorine Rgt,	36359	7815801	07/25/2012	935.55
573-542-745.000	Chemicals	ELHORN ENGINEERING COMPANY Carus 8150 Dry 50#	36352	248356	08/12/2012	5,360.00
573-542-824.000	Lab Test	WAHR HARDWARE, INC. Freight	36416	92720	07/07/2012	8.88
573-542-824.000	Lab Test	WAHR HARDWARE, INC. Freight	36416	92905	07/11/2012	8.88
573-542-824.000	Lab Test	WAHR HARDWARE, INC. Freight	36416	93096	07/14/2012	8.88
573-542-824.000	Lab Test	KENT COUNTY HEALTH DEPARTMENT Water Samples	36370	EH063012-3921	08/10/2012	300.00
573-542-831.000	Con.Repair	WINDEMULLER ELECTRIC, INC. 2012 Annual Calibrations at 6	36418	134573	07/29/2012	1,944.00
573-542-831.000	Con.Repair	WINDEMULLER ELECTRIC, INC. Well 6 Communication	36418	134557	07/28/2012	506.25

INVOICE APPROVAL LIST BY FUND
07/25/12

Date: 07/25/2012
Time: 8:13am
Page: 7

City of Manistee

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: WATER & SEWER UTILITY						
Dept: WATER OPERATION						
573-542-831.000	Con.Repair	WINDEMULLER ELECTRIC, INC. Well 8, Well 9 - Labor Automat	36418	134524	07/28/2012	527.50
573-542-831.000	Con.Repair	CUMMINS BRIDGEWAY LLC PM Contract - Well Field / HS	36343	015-69355	07/26/2012	449.11
573-542-831.000	Con.Repair	WINDEMULLER ELECTRIC, INC. Rework Communications	36418	134574	07/29/2012	6,070.96
573-542-831.000	Con.Repair	WINDEMULLER ELECTRIC, INC. Appl #4 - Network Repairs	36418	134567	07/29/2012	243.00
573-542-925.000	Electric	CONSUMERS ENERGY Electric Usage	36341		08/05/2012	6,991.41
573-542-930.000	Repairs/Ma	WAHR HARDWARE, INC. Silcock Valve	36416	93947	08/05/2012	23.36
573-542-930.000	Repairs/Ma	WAHR HARDWARE, INC. Batteries, Latex Gloves	36416	93727	07/29/2012	200.20
573-542-930.000	Repairs/Ma	WAHR HARDWARE, INC. Bulbs, Freight	36416	93894	08/02/2012	22.65
573-542-930.000	Repairs/Ma	MICHIGAN METER TECHNOLOGY GRP Ball Curb Valve, Flares, Valve	36381	86973	08/08/2012	1,267.07
573-542-930.000	Repairs/Ma	MICHIGAN METER TECHNOLOGY GRP Threaded Ball Values, Valve,	36381	86943	07/28/2012	812.88
573-542-970.000	Cap.Outlay	TERRAPIN NETWORKS Wireless Expansion & Remaining	36320	32073	06/26/2012	821.98
573-542-970.000	Cap.Outlay	TERRAPIN NETWORKS Wireless Project	36320	31329 #4	09/01/2011	250.00
573-542-970.000	Cap.Outlay	CUSTOM SHEET METAL & HEATING Air Conditioning - City Garage	36344	4352-3	08/08/2012	2,564.00
Total WATER OPERATION						29,330.46
Dept: SEWER - WWTP						
573-543-712.012	Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC HRA/Flex Admin - July 12	36325	5860	08/10/2012	20.85
573-543-715.000	Cleaning	MODEL COVERALL SERVICE, INC. Uniform Cleaning - WWTP	36385	0267329	07/25/2012	35.28
573-543-715.000	Cleaning	MODEL COVERALL SERVICE, INC. Uniform Cleaning - WWTP	36385	0269086	08/01/2012	35.28
573-543-715.000	Cleaning	MODEL COVERALL SERVICE, INC. Uniform Cleaning - WWTP	36385	0272583	08/15/2012	35.28
573-543-715.000	Cleaning	MODEL COVERALL SERVICE, INC. Uniform Cleaning - WWTP	36385	0270848	08/08/2012	35.28
573-543-728.000	OperSupp	FASTENAL COMPANY Gloves	36354	MIMAN91943	08/01/2012	28.74
573-543-728.000	OperSupp	STATE OF MICHIGAN Boiler Inspection - Sewage Pl	36404	BLR329829	06/25/2012	130.00
573-543-728.000	OperSupp	COMMUNICRAFT LTD. Shipping - WWTP	36340	28088	06/25/2012	39.98
573-543-728.000	OperSupp	ABSOLUTE SAFETY, INC. Calibration, Gas Monitor	36322	WWTP110612	07/11/2012	40.00
573-543-728.000	OperSupp	NCL OF WISCONSIN, INC. Orion Classic Ammonia Probe	36389	306015	07/20/2012	572.32
573-543-728.000	OperSupp	ALLIED WASTE SERVICES #239 2 Yd Front Load - 53 9th St	36327	0239-001547426	07/30/2012	146.25
573-543-728.000	OperSupp	ABSOLUTE SAFETY, INC. Safety Meeting - WWTP	36322	WWTP060712	08/05/2012	223.60
573-543-801.000	Pro.Serv.	ABONMARCHE CONSULTANTS, INC. Sanitary Sewer Evaluation	36321	104773	08/12/2012	15,128.00
573-543-824.000	Lab Test	ENVIRONMENTAL RESOURCE ASSOC. DMR-QA, Coliform Microbe	36353	645332	04/18/2012	1,039.15
573-543-824.000	Lab Test	KAR LABORATORIES, INC. Analysis - DMR/QA Study 32 PE	36369	123911	07/20/2012	75.00
573-543-831.000	Con.Repair	TOP LINE ELECTRIC LLC WWTP Install Outlet for	36411	3498	06/25/2012	328.66
573-543-831.000	Con.Repair	TOP LINE ELECTRIC LLC 8th & Vine Relays	36411	3497	06/25/2012	31.46
573-543-831.000	Con.Repair	WINDEMULLER ELECTRIC, INC. 2012 Annual Calibrations	36418	134570	07/29/2012	1,944.00
573-543-831.000	Con.Repair	CUMMINS BRIDGEWAY LLC PM Contract - WWTP	36343	015-69081	07/11/2012	449.11
573-543-831.000	Con.Repair	CUMMINS BRIDGEWAY LLC PM Contract - Oaks	36343	015-69082	07/11/2012	449.11
573-543-831.000	Con.Repair	BISBEE INFRARED SERVICES Infrared Electrical Inspection	36332	18049	06/30/2012	475.00

INVOICE APPROVAL LIST BY FUND
07/25/12

Date: 07/25/2012
Time: 8:13am
Page: 8

City of Manistee

Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	
Fund: WATER & SEWER UTILITY								
Dept: SEWER - WWTP								
		573-543-920.000	Gas	DTE ENERGY	36350		08/17/2012	1,980.16
		573-543-925.000	Electric	Gas Usage - 15 9th St CONSUMERS ENERGY	36341		08/05/2012	8,938.08
		573-543-930.000	Repairs/Ma	Electric Usage GRAINGER	36357		07/25/2012	129.60
		573-543-930.000	Repairs/Ma	Clamp On Ammeter	36323	9860813519	07/30/2012	10.36
		573-543-930.000	Repairs/Ma	MANISTEE ACE HARDWARE Plug Sq Head 1/4" Galv	36354	095357	07/27/2012	143.29
		573-543-930.000	Repairs/Ma	FASTENAL COMPANY Extreme Pressure Grease, Glove	36354	MIMAN91832	07/26/2012	32.81
		573-543-930.000	Repairs/Ma	FASTENAL COMPANY Hitch Pin Clip, Eye Bolt, Eye	36418	MIMAN91825	07/25/2012	400.00
		573-543-930.000	Repairs/Ma	WINDEMULLER ELECTRIC, INC. Oaks Prison Lift Station	36418	134282	07/25/2012	400.00
		573-543-930.000	Repairs/Ma	WINDEMULLER ELECTRIC, INC. First Street Lift Station	36418	134283	07/25/2012	400.00
		573-543-930.000	Repairs/Ma	WINDEMULLER ELECTRIC, INC. Arthur Street Lift Station	36418	134284	07/25/2012	400.00
		573-543-930.000	Repairs/Ma	WINDEMULLER ELECTRIC, INC. Renaissance Park Lift Station	36418	134313	07/25/2012	400.00
		573-543-930.000	Repairs/Ma	WINDEMULLER ELECTRIC, INC. Jerumbo Lift Station	36414	134314	07/19/2012	103.31
		573-543-930.000	Repairs/Ma	USA BLUE BOOK Superior 2-3 Minute Smoke	36414	697024	07/19/2012	72.41
		573-543-930.000	Repairs/Ma	USA BLUE BOOK Beaker & BOD Bottle Brush	36416	697511	08/11/2012	10.12
		573-543-930.000	Repairs/Ma	WAHR HARDWARE, INC. Bolts, 3/8" Turbomax Bit	36416	94202	08/15/2012	5.63
		573-543-930.000	Repairs/Ma	WAHR HARDWARE, INC. Deep Socket 3/4"	36388	94365	07/17/2012	415.90
		573-543-930.000	Repairs/Ma	NAPA AUTO PARTS Brake Pads, Caliper, Core Dep	36371	148912	08/11/2012	683.00
		573-543-930.000	Repairs/Ma	KERR PUMP AND SUPPLY 20' Pultruded Guiderail	36371	INV143623	08/10/2012	6,782.00
		573-543-970.000	Cap.Outlay	KERR PUMP AND SUPPLY Vertical Sewage Pump	36320	INV143574	06/26/2012	821.97
		573-543-970.000	Cap.Outlay	TERRAPIN NETWORKS Wireless Expansion & Remaining	36320	32073	09/01/2011	250.00
				TERRAPIN NETWORKS Wireless Project		31329 #4		
						Total SEWER - WWTP		43,640.99
Dept: SEWER COLLECTION (STREETS)								
		573-544-712.012	Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC HRA/Flex Admin - July 12	36325	5860	08/10/2012	13.90
		573-544-715.000	Cleaning	MODEL COVERALL SERVICE, INC. Uniform Cleaning - Str Sewers	36385	0270849	08/08/2012	17.64
		573-544-715.000	Cleaning	MODEL COVERALL SERVICE, INC. Uniform Cleaning - Str Sewers	36385	0272585	08/15/2012	17.64
		573-544-745.000	Chemicals	CHEMSEARCH ND-66, 50 lb, NAC NC	36335	780019	07/15/2012	4,988.00
		573-544-801.000	Pro.Serv.	ABONMARCHE CONSULTANTS, INC. Storm Damage Litigation	36321	103950	04/14/2012	1,294.32
		573-544-930.000	Repairs/Ma	OLSON LUMBER COMPANY Gravel Mix	36394	100987	08/01/2012	23.56
		573-544-930.000	Repairs/Ma	JACK DOHENY SUPPLIES, INC. Shipping & Handling - CB Nozzi	36366	A56142 #2	05/30/2012	28.88
						Total SEWER COLLECTION (STREETS)		6,383.94
						Fund Total		79,793.78
Fund: MARINA FUND								
Dept:								
		594-000-728.000	OperSupp	OLESON'S FOOD STORES Bleach, Veg Oil	36393	#8350 - 07/03/12	08/02/2012	11.16
		594-000-728.000	OperSupp	THE HOME CITY ICE COMPANY Bagged Ice	36362	1969121639	07/07/2012	155.10
		594-000-728.000	OperSupp	WAHR HARDWARE, INC. CLR Cleaner	36416	93710	07/28/2012	4.99

INVOICE APPROVAL LIST BY FUND
07/25/12

Date: 07/25/2012
Time: 8:13am
Page: 9

City of Manistee

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: MARINA FUND						
Dept:						
594-000-728.000	OperSupp	WAHR HARDWARE, INC. Soaker Hose	36416	93787	07/30/2012	34.18
594-000-728.000	OperSupp	WAHR HARDWARE, INC. Soaker Hose - Return	36416	93796	07/30/2012	-37.98
594-000-728.000	OperSupp	WAHR HARDWARE, INC. Hose, RV Marine	36416	93935	08/04/2012	26.03
594-000-728.000	OperSupp	WAHR HARDWARE, INC. Spray Bottle	36416	94110	08/09/2012	2.03
594-000-728.000	OperSupp	WAHR HARDWARE, INC. Blk Rnd Adhesive Fastener	36416	94158	08/10/2012	3.29
594-000-728.000	OperSupp	MANISTEE ACE HARDWARE Boat/Camper Hose	36323	95378	07/30/2012	16.99
594-000-728.000	OperSupp	OLSON LUMBER COMPANY 2x6 - 8 Select & Rip to 2 5/8	36394	100788	07/07/2012	50.59
594-000-728.000	OperSupp	NORTHERN FIRE & SAFETY New 5# ABC, Plexi Glass	36391	245196	07/06/2012	70.00
594-000-728.000	OperSupp	H & K ELECTRIC 32W / 4 Pin	36358	3929	08/04/2012	10.39
594-000-728.000	OperSupp	FASTENAL COMPANY Paper Towel, Bathroom Tissue	36354	MIMAN91986	08/02/2012	111.71
594-000-728.000	OperSupp	JACKPINE BUSINESS CENTERS Copy Paper, Index Card	36367	333465-0	08/08/2012	9.96
594-000-728.000	OperSupp	JACKPINE BUSINESS CENTERS Index Card, Kit, Marker	36367	333556-0	08/09/2012	59.97
594-000-730.000	Fuel	BLARNEY CASTLE OIL CO. Diesel	36333	0396633	08/02/2012	1,427.30
594-000-730.000	Fuel	BLARNEY CASTLE OIL CO. Gasoline - NL Prem	36333	0396631	08/02/2012	2,095.59
594-000-730.000	Fuel	BLARNEY CASTLE OIL CO. CREDIT - Inv 0392458-IN pd 2x	36333	CR 0392458-IN	07/15/2012	-1,091.93
594-000-730.000	Fuel	BLARNEY CASTLE OIL CO. Gasoline - NL Prem	36333	0389444-IN	06/24/2012	4,580.33
594-000-831.000	Con.Repair	CUSTOM SHEET METAL & HEATING Serv Agreement - Cooling Seaso	36344	0000058033	07/29/2012	275.00
594-000-892.500	Marketing	HOKANSON CAMERA & OFFICE Olympus, SD Card	36361	73690	08/01/2012	142.94
594-000-920.000	Gas	DTE ENERGY Gas Usage - 460 River St	36350		08/08/2012	53.20
594-000-930.000	Repairs/Ma	PERSONAL PLUMBING INC Marina Toilets - Labor	36396	120716-21	07/17/2012	72.50
594-000-970.000	Cap.Outlay	ORSHAL CONSTRUCTION LLC Marina Building Repairs	36395	1228	06/29/2012	3,655.00
594-000-970.000	Cap.Outlay	ALLEN SUPPLY CO. INC. Access Lock, Cards - Marina	36326	26681	04/24/2012	2,617.00
				Total		14,355.34
					Fund Total	14,355.34
Fund: MOTOR POOL FUND						
Dept:						
661-000-973.001	Police Car	TELE-RAD INC. Lighthead, Havis Console, Lapt	36407	838315	07/14/2012	3,201.00
661-000-973.001	Police Car	TELE-RAD INC. Hole Plugs, Strap & Bolt Mount	36407	838324	07/14/2012	5,500.00
				Total		8,701.00
					Fund Total	8,701.00
Fund: CURRENT TAX COLLECTION						
Dept:						
703-000-215.000	Due DDA	DOWNTOWN DEVELOPMENT Summer Tax Distribution	36348		08/23/2012	19,002.24
703-000-221.000	Due City	CITY OF MANISTEE Summer Tax Distribution - Ops	36337		07/24/2012	386,865.23
703-000-221.001	Due Refuse	CITY OF MANISTEE REFUSE FUND Summer Tax Distribution	36338		08/23/2012	25,720.87
703-000-221.002	Due Admin	CITY OF MANISTEE Summer Tax Distribution - Admi	36337		07/24/2012	8,110.23

INVOICE APPROVAL LIST BY FUND
07/25/12

Date: 07/25/2012
Time: 8:13am
Page: 10

City of Manistee

Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	
Fund: CURRENT TAX COLLECTION								
Dept:								
		703-000-221.004	Due WatDel	CITY OF MANISTEE WATER & Summer Tax Distribution - Dlq	36339		07/24/2012	747.51
		703-000-221.005	DueRefDel	CITY OF MANISTEE REFUSE FUND Summer Tax Distribution - Dlq	36338		08/23/2012	102.93
		703-000-221.006	DueGenDel	CITY OF MANISTEE Summer Tax Distribution - Weed	36337		07/24/2012	250.00
		703-000-222.000	Due County	MANISTEE COUNTY TREASURER Summer Tax Distribution - Ops	36377		07/24/2012	123,122.08
		703-000-228.000	Due State	MANISTEE COUNTY TREASURER Summer Tax Distribution - SET	36377		07/24/2012	134,459.94
		703-000-234.000	Due ISD	MANISTEE INTERMEDIATE SCHOOL Summer Tax Distribution	36378		08/23/2012	53,061.22
		703-000-235.000	Due WSCC	WEST SHORE COMMUNITY COLLEGE Summer Tax Distribution	36417		08/23/2012	69,129.72
						Total		820,571.97
							Fund Total	820,571.97
							Grand Total	1,075,731.88



MEMORANDUM

Planning & Zoning
Community Development
231.398.2805
Fax 231.723-1546
www.mansiteemi.gov



TO: Mitch Deisch
City Manager

FROM:  Jon R. Rose
Community Development Director

DATE: August 3, 2012

RE: Harbor Village at Manistee Beach /Manistee Village Properties, LLC – Parcel Split and Combination

Mitch, the Planning Commission reviewed and approved a request from Harbor Village at Manistee Beach and Manistee Village Properties, LLC for a Parcel Split and Combination at their meeting on August 2, 2012.

On April 19, 2011 City Council approved a parcel split that removed the former sales office at Harbor Village creating a new parcel #51-202-335-00. A request was received from Harbor Village at Manistee Beach to split off an additional parcel for combination with the former sales office parcel. This property is shown on the attached survey as Parcel A.

A copy of the request and draft Planning Commission meeting minutes are enclosed.

JRR:djb

August 2, 2012

RE: Manistee Village Properties, LLC
100 Marina Drive at Harbor Village, Manistee, Michigan
Parcel split and combination ordinance

Dear Planning Commissioner's,

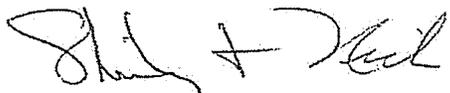
On July 20, 2011 Manistee Village Properties, LLC closed on the old Harbor Village information and sales center at 100 Marina Drive. Prior to this closing the City of Manistee had approved a partial split on this property.

After the closing, we along with the Master Association for Harbor Village decided that a small piece of property owned by the Master Association which included a flagpole and which has historically been considered part of the sales center should be conveyed to our LLC.

We received Board approval from the Harbor Village Master Association to transfer ownership from the Master to Manistee Village Properties, LLC on April 21, 2012.

We are now requesting that the Planning Commission approve this transfer under your parcel split and combination ordinance.

Thank you for your consideration.



Shirley and Ralph "Nick" Baker
Manistee Village Properties, LLC
298 Lakeshore Drive N
Manistee, Michigan 49660

CITY OF MANISTEE PLANNING COMMISSION

70 Maple Street
Manistee, MI 49660

MEETING MINUTES

August 2, 2012

A meeting of the Manistee City Planning Commission was held on Thursday, August 2, 2012 at 7pm in the Council Chambers, City Hall, 70 Maple Street, Manistee, Michigan.

Meeting was called to order at 8:00 pm by Chair Yoder

Roll Call:

Members Present: Linda Albee, Maureen Barry, David Crockett, Bill Dean, Ray Fortier, Marlene McBride, Mark Wittlief, Roger Yoder

Members Absent: Eric Gustad (excused)

Others: Jon R. Rose (Community Development Director), Denise Blakeslee (Planning & Zoning) and others

APPROVAL OF AGENDA

Motion by Ray Fortier, seconded by Mark Wittlief that the agenda be approved as prepared.

With a Roll Call vote this motion passed 8 to 0.

Yes: Albee, Barry, Crockett, Dean, Fortier, McBride, Wittlief, Yoder

No: None

APPROVAL OF MINUTES

Motion by Bill Dean, seconded by Maureen Barry that the minutes of the July 12, 2012 Planning Commission Meeting be approved as prepared.

With a Roll Call vote this motion passed 8 to 0.

Yes: Dean, Fortier, Albee, Barry, Crockett, McBride, Wittlief, Yoder

No: None

PUBLIC HEARING

None

PUBLIC COMMENT ON AGENDA RELATED ITEMS

None

NEW BUSINESS

PC-2012-05 Harbor Village at Manistee Beach – a nonprofit corporation/Manistee Village Properties, LLC – Parcel Split and Combination

On April 7, 2011 the Planning Commission approved a parcel split that removed the former sales office at Harbor Village creating a new parcel #51-202-335-00. A request has been received from Harbor Village at Manistee Beach – a nonprofit corporation for a Parcel Split and Combination that would remove parcel A as shown on the survey submitted with the application and combine it with parcel 51-202-335-00 owned by Manistee Village Properties, LLC.

The applicants were unable to attend the meeting and sent a letter to the Commission (attached). Jon Rose reviewed the request with the Commission and discussion followed.

MOTION by Ray Fortier, seconded by Marlene McBride that the Planning Commission approves and makes a recommendation to City Council to split parcel A as shown on the survey prepared by Abonmarche Job No. 11-0713 from parcel 51-202-300-00 and combine it with parcel 51-202-335-00.

With a Roll Call vote this motion passed 8 to 0.

Yes: McBride, Wittlief, Dean, Fortier, Albee, Barry, Crockett, Yoder
No: None

OLD BUSINESS

None

PUBLIC COMMENTS AND COMMUNICATIONS

None

CORRESPONDENCE

Commissioners were given information on a Placemaking and Historic Preservation Workshop.

STAFF/SUB-COMMITTEE REPORTS

Denise Blakeslee, Planning & Zoning – The Public Hearing for the two Zoning Amendments has been noticed.

MEMBERS DISCUSSION

Commissioner McBride – spoke of concerns expressed by a Charter Boat Fisherman and how there needs to be more things for visitors to do, or a better way to inform people about things to do.

Commissioner Wittlief – asked about the status of the Tuscan Grill and Tax Abatements.

Commissioner Albee – reminded everyone to vote in the Primary Election.

Commissioner Crocket – asked about the status of the First Street Beach House Project and the need to get information out to visitors in our community.

Jon Rose, Community Development Director – said that we were waiting on Grant Funds to advertise for bids on the Beach House and Fish Cleaning Station

There is not a Worksession scheduled for August

The next regular meeting of the Planning Commission will be held on Thursday, September 6, 2012.

ADJOURNMENT

Motion by Ray Fortier, seconded by Mark Wittlief that the meeting be adjourned. MOTION PASSED UNANIMOUSLY.

Meeting adjourned at 7:37 pm

MANISTEE PLANNING COMMISSION

Denise J. Blakeslee, Recording Secretary



CITY HALL
70 Maple Street

CITY MANAGER
231.398.2801

CITY ASSESSOR
231.398.2802

BUILDING INSPECTOR
231.398.2806

PLANNING, ZONING &
COMMUNITY DEV.
231.398.2805

CITY CLERK
231.398.2803

CITY TREASURER
231.398.2804

WATER BILLING
231.723.2559

ADMINISTRATION
FAX 231.723.1546

CLERK/TREASURER
FAX 231.723.5410

POLICE DEPARTMENT
70 Maple Street
231.723.2533
FAX 231.398.2012

FIRE DEPARTMENT
281 First Street
231.723.1549
FAX 231.723.3519

PUBLIC WORKS
280 Washington St.
231.723.7132
FAX 231.723.1803

PARKS DEPARTMENT
231.723.4051

WATER MAINTENANCE
231.723.3641

WASTEWATER PLANT
50 Ninth St.
231.723.1553

Monday, August 13, 2012

Memo To: Mitch Deisch 
From: David M Bachman
Re: Liquor License Transfer

Mitch:

With this memo is an agenda request item to transfer the liquor license from Honor State Bank, formerly the First Street Tavern to John Hansen of Venture Business Limited LLC.

You may recall that this license has been in escrow held by the Bank for several months.

We have completed our background check and cleared Mr. Hanson for ownership of the liquor license.

We have been working through his attorney at the office of Gockerman, Wilson, Saylor and Hesslen to process the paperwork. Mr. Hanson has not shared his business plan with us and I do not know if he intends to open the business at its former location or if he has other plans for the license.

I talked to George Saylor this morning and this is the answer we came up with when I asked about his plans.

I have no additional information concerning the transfer request of this license.


DB





Michigan Department of Licensing and Regulatory Affairs
 Liquor Control Commission (MLCC)
 7150 Harris Drive, P.O. Box 30005 - Lansing, Michigan 48909-7505
 Toll Free (866) 813-0011 • www.michigan.gov/lcc

Business ID: _____
 Request ID: _____
 (For MLCC use only)

Local Government Approval

(Authorized by MCL 436.1501)

Instructions for Applicants:

- Provide a copy of your Application for New Licenses, Permits, or Transfer of Ownership or Interest in License (form LCC-3011 for Retail or form LCC-3015 for Manufacturers and Wholesalers) to the local unit of government.

Instructions for Local Legislative Body:

- Complete this resolution, or provide a resolution, a letter of certification from the clerk, or minutes from the meeting at which this request was considered.

At a _____ meeting of the _____ council/board
 (regular or special) (township, city, village)

called to order by _____ on _____ at _____
 (date) (time)

the following resolution was offered:

Moved by _____ and supported by _____
 that the application from _____
 (name of applicant)

for the following license(s): _____
 (e.g. Class C, Tavern, B-Hotel, Micro Brewer)

and the following permits, if applied for: Dance Permit Entertainment Permit Topless Activity Permit

Extended Hours Dance Permit Hours Required: _____

Extended Hours Entertainment Permit Hours Required: _____

to be located at _____

be considered for _____
 (approval or disapproval)

Approval

Disapproval

Yeas: _____

Yeas: _____

Nays: _____

Nays: _____

Absent: _____

Absent: _____

It is the consensus of this body that it _____ this application be considered for
 (recommends/does not recommend)

approval by the Michigan Liquor Control Commission.

I hereby certify that the foregoing is true and is a complete copy of th resolution offered and adopted by the _____
 council/board at a _____ meeting held on _____ (township, city, village)
 (regular or special) (date)

Name and title of authorized officer (please print): _____

Signature and date of authorized clerk: _____

Phone number and e-mail of authorized officer: _____



Finance\Treasurer's Office

Memo to: Mitch Deisch, City Manager

From: Edward Bradford, CFO **ENB**

Re: RFP for IT Services

Date: August 9, 2012



Mitch,

The City's contract with its current IT provider, Terrapin Networks, expired June 30, 2012. Although the contract provided the ability to extend the contract for two additional three year terms, I felt it was time to go out for bid for these services.

The City issued an RFP for an Information Technology Consultant and Network Support Services on July 5, 2012 shown as Attachment 1. We advertised in the News Advocate, but also utilized the Michigan Intergovernmental Trade Network to post the RFP and get higher visibility. Responses were due July 24.

The City received eleven responses to the RFP as shown in Attachment 2 ranging from \$14,000 per year to \$86,400 per year.

A committee of Jon Rose; Roy Anciso, Manistee Intermediate School District Technology Director; Ken Blakey-Shell, MAPS Director of Technology; and myself reviewed the responses and met as a group on August 1. The committee looked at a variety of factors in evaluating the responses, including relevant expertise, certifications, experience, response time, references and cost. IT Right was the top choice of the committee. Their proposal is Attachment 3.

I called several references for IT Right, including City of Clare, City of Ithaca, City of Ionia, City of Sterling Heights and Pere Marquette Charter Township. Every one of them gave a glowing recommendation for IT Right. For example, Sterling Heights, with a full-time IT department of six, said that when they get stuck with a troublesome issue, they call IT Right to assist.

I also contacted IT Right to ask some follow up questions regarding transitioning from Terrapin, specific aspects of the City's technology and the level of cost for their bid. All of my questions were answered satisfactorily.

The City Attorney has prepared a five year agreement which has been reviewed and executed by IT Right and is included as Attachment 4.

I recommend approving the agreement.



Request for Proposals

Information Technology Consultant

and

Network & Information Technology Support Services

July 5, 2012

Request For Proposals

General Description

The City of Manistee is looking to select a qualified firm to serve as its Information Technology Consultant and provide Network and Information Technology Support Services ("Technology Services Provider").

Principal Contact

The principal contact with the City of Manistee will be:

Edward Bradford
CFO
70 Maple Street
PO Box 358
Manistee, MI 49660
(231) 398-2804
(231) 723-5410 (fax)
ebradford@manisteemi.gov

Bid Information

The City of Manistee is part of the MITN (Michigan Inter-governmental Trade Network) Bid System and will post their bid opportunities to this site. Please go to www.MITN.info to register and download information for this proposal.



Any changes and addenda to this RFP will be posted on this site. Any and all questions regarding this RFP shall be directed to the principal contact listed above.

As a vendor, you can register with the MITN Bid System and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once the City of Manistee has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies as well.

Due Date

Bids are due 12:00 noon Tuesday, July 24, 2012.

Request For Proposals

Submission of Proposals

Please submit your sealed proposals using the attached bid form, as well as all other requested information. One copy of the proposal shall be delivered to:

City of Manistee
Attn: City Clerk
70 Maple Street
PO Box 358
Manistee, MI 49660

All responses must be clearly labeled **IT Support Services Proposal**.

Evaluation of Proposals

The City will review submitted prices, firm information, references and other relevant information. The City reserves the right to accept or reject any response for any or no reason and to waive any minor irregularity if determined to be in the best interest of the City of Manistee.

Selection of Proposals

Once the winning proposal is selected, the City will draft an agreement for the scope of work. Upon bidder approval and execution, it will be presented to Council for approval.

It is anticipated that this agreement will be considered at the City Council meeting of August 7, 2012.

Background Information

The City of Manistee is a full service community with approximately 55 full-time employees and several on a part-time or seasonal basis. It maintains full-time 24 x 7 Police and Fire\EMS services. The City also provides essential municipal services, such as maintenance of public roadways, water and sewer services, wastewater treatment, inspection of new and existing construction, planning and zoning, parks and general administration. In addition, it operates a Municipal Marina, the historic Ramsdell Theatre and several boat launches.

Request For Proposals

Description of Network

The City has an extensive, modern network combining both fiber optic and wireless technology. The information below provides a snapshot of the network and is for informational purposes only, subject to verification.

Locations

City Hall	Fifth Avenue Beach House
DPW Garage	First Street Beach Pavilion
Fire Station	Water Well Field and Well 10 (5 locations)
Wastewater Treatment Plant	Wastewater Treatment Lift Stations (7 locations)
Municipal Marina	Maywood and Industrial Park Water towers
Maple Street Bridge	Ramsdell Theatre

Servers

The City maintains the following servers:

- | | | |
|--------------------------|---------------------------|------------|
| 1. HP G6 | Main Domain Server | SBS 2008 |
| 2. HP G6 VMWARE ESXI 5.0 | Application Server | WS 2008 R2 |
| 3. Police Video Server | In Car Video | WS 2003 R2 |
| 4. "Management" Server | Mgt Tools + Remote Access | |

Other Major Equipment

Network security is handled by an Untangle Security Appliance.

Core routing is handled by a MikroTik Power Router

Internet is provided by Charter communications

CISCO Catalyst 3560

NetGear Switches

Web cams and DVR systems

QNAP storage device with Shadow Protect

Ubiquiti and Microtik Wireless equipment

MicroTik public wireless access points (3)

Computers 40-50

Mobile Data Terminals 7

iPads 14

iPhones 14

Point to Multi-Point Links 18

Approximate device count 386

Domains

www.manisteemi.gov

www.ci.manistee.mi.us

www.ramsdelltheatre.org

Request For Proposals

Primary Software

Tyler Technology Fund Balance
BS&A Software
APEX
LaserFiche
TALON
Fire Tools
ESRI
Roadsoft
Operator 10
Adobe Acrobat
Microsoft Office
Microsoft Exchange\Outlook

Accounting
Tax, Delinquent Tax, Assessing, Building
Sketch software
Document Imaging
Police reporting software
Fire reporting software
GIS Software
Street management software
Wastewater
Document preparation
Office suite
Email

Scope of Work

The City of Manistee is looking to select a qualified firm to serve as its Information Technology Consultant and provide Network and Information Technology Support Services. The City currently has no dedicated IT staff, but relies primarily on outside contractual support. The CFO serves as Chief Technology Officer and provides some basic triage of user issues. The chosen vendor would coordinate work through the CFO or designee.

It is the City's preference for the successful bidder to provide support services remotely while providing on-site support when deemed necessary. Due to the 24-hour nature and criticality of Police, Fire, EMS, Water and Wastewater services provided by the City, services must include the ability to provide support if needed 24-hours per day, seven days per week, and work cooperatively with other vendors.

The City wishes to enter into a 5-year contract to provide Computer Network Support Services for the fiscal years beginning July 1, 2012 through July 1, 2016.

The Scope of Services of this RFP includes, but is not limited to, network and computer support services following best practices as further described below:

Network architecture planning, design & implementation (wired & wireless)
Network maintenance (performance, security, etc)
Network security (internal & external)
Maintain up to date network and systems documentation
Develop hardware and software inventory and replacement program
Computer, peripherals and software maintenance and installation

Request For Proposals

Operating system\software patches\upgrades
Configuring and installing new computers
Capacity planning & implementation
Remote access configuration/maintenance
Backup planning and implementation
Disaster recovery planning and implementation
Remote management

Implementation of new technologies and major equipment, as jointly agreed to, shall be excluded from this contract and addressed in a separate proposal.

Required Information

Required information for the proposal is listed below. Respondents must include all information requested when submitting their proposals.

1. Name and contact information for the firm and primary contact, including email and website, if applicable.
2. Profile of the firm (age of firm, business structure, office locations, number of employees, number of similar clients, etc.)
3. Provide references for (4) four clients of similar size and complexity for whom you have served as Technology Services Provider for in the last five years. Provide the names of contact personnel and phone numbers.
4. Describe the education, experience, credentials and certifications of staff, by individual, who are likely to service our account. Describe specific expertise with Ubiquiti, Mikrotik and Cisco hardware and software.
5. For onsite service, response time to Manistee; both regular and emergency.
6. For remote service, describe the technology being used to provide such service.
7. Provide any additional information that you deem important to the selection of your company; e.g. skills specifically applicable to City network, phone system capabilities, audio/visual, hardware-software sales, web design, etc.

Request For Proposals



Information Technology Consultant and Network & Information Technology Support Services

RFP Response Sheet

This response sheet must be completed and submitted with the other requested information as part of the response submittal. Based on the scope of work outlined in this request for proposal, please provide rates as indicated below:

Option 1: Annual all-inclusive (per scope of work) rate

Year 1	Aug 15 , 2012 to June 30, 2013	_____	per year
Year 2	July 1, 2013 to June 30, 2014	_____	per year
Year 3	July 1, 2014 to June 30, 2015	_____	per year
Year 4	July 1, 2015 to June 30, 2016	_____	per year
Year 5	July 1, 2016 to June 30, 2017	_____	per year

Option 2: Monthly all-inclusive (per scope of work) rate

Year 1	July 1, 2012 to June 30, 2013	_____	per month
Year 2	July 1, 2013 to June 30, 2014	_____	per month
Year 3	July 1, 2014 to June 30, 2015	_____	per month
Year 4	July 1, 2015 to June 30, 2016	_____	per month
Year 5	July 1, 2016 to June 30, 2017	_____	per month

=====
This proposal is hereby submitted on behalf of:

Name of Service Provider

By: (print name)

Signature

Date

City of Manistee

RFP Technology Bids

Vendor	Annual		Annual					Monthly					
	Rank	Monthly Rank	Year 1	Year 2	Year 3	Year 4	Year 5	Annual Monthly	Year 1	Year 2	Year 3	Year 4	Year 5
IT Right	1	1	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 14,000	\$ 15,000	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250	\$ 1,250
Bitwise	2	2	\$ 16,800	\$ 15,360	\$ 15,360	\$ 15,360	\$ 15,360	\$ 16,800	\$ 1,400	\$ 1,280	\$ 1,280	\$ 1,280	\$ 1,280
Windemuller	3	3	\$ 20,395	\$ 22,920	\$ 23,610	\$ 24,320	\$ 25,050	\$ 22,260	\$ 1,855	\$ 1,910	\$ 1,970	\$ 2,030	\$ 2,090
Jasper Group	4	4	\$ 23,650	\$ 25,800	\$ 25,800	\$ 25,800	\$ 25,800	\$ 25,800	\$ 2,150	\$ 2,150	\$ 2,150	\$ 2,150	\$ 2,150
Terrapin**	11		Did not bid					\$ 35,400	\$ 2,950	\$ 3,038	\$ 3,129	\$ 3,222	\$ 3,318
SafetyNet	5	6	\$ 51,600	\$ 53,664	\$ 55,800	\$ 58,032	\$ 60,348	\$ 51,600	\$ 4,300	\$ 4,472	\$ 4,650	\$ 4,836	\$ 5,029
Secant	6	7	\$ 59,880	\$ 61,077	\$ 62,298	\$ 63,544	\$ 64,814	\$ 59,880	\$ 4,990	\$ 5,089	\$ 5,192	\$ 5,296	\$ 5,402
CIS IT	7	8	\$ 60,000	\$ 65,000	\$ 70,000	\$ 75,000	\$ 80,000	\$ 60,000	\$ 5,000	\$ 5,500	\$ 6,000	\$ 6,500	\$ 7,000
Key Biz***	8	9	\$ 70,452	\$ 73,975	\$ 77,680	\$ 81,567	\$ 85,648	\$ 74,160	\$ 6,180	\$ 6,489	\$ 6,814	\$ 7,155	\$ 7,513
Incito*	11	10	Did not bid					\$ 84,000	\$ 7,000	\$ 6,750	\$ 6,500	\$ 6,250	\$ 6,000
ISI	9	11	\$ 86,400	\$ 86,400	\$ 86,400	\$ 86,400	\$ 86,400	\$ 96,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000	\$ 8,000

Incito* Also included a bid for remote support only , on-site billed hourly.

Terrapin** Bid included remote support only, on-site billed at \$99 per hour

Key*** An additional \$8,000 is included to get up and running first month. Onsite support is hourly.

I.T. RIGHT/ MANISTEE MICHIGAN
NETWORK SERVICES RFP

2012

City of Manistee
C/O Edward Bradford, CFO
70 Maple Street
PO Box 358
Manistee, MI 49660

RE: Network Consulting Request for Proposal

I.T. Right, Inc. is requesting consideration for the right to provide Computer Network Maintenance and Support for the Customer. It is understood that this includes but is not limited to all labor involving:

- Network maintenance & performance tuning
- Hardware installation and configuration
- Operating system upgrades and Patches
- Software upgrades and patches
- VPN configuration/maintenance
- Operations and Design analysis, capacity, backup and recovery planning
- Training
- Hardware and Software inventory and replacement program.
- Network security (including virus/spyware prevention and removal, firewall maintenance and configuration)
- Miscellaneous On Site and Remote Services as requested by the City.

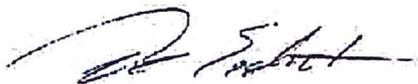
Should this bid be accepted, it is our understanding that specific contract language will be finalized at that time. To that end we are providing a template of our standard contract for your review. The sample contract included in the RFP is also very acceptable.

The City's primary point of contact concerning both this RFP and associated work will be:

Randal Allen, MCSE
Technical Manager
RAllen@itright.com
517.903.0000 xt. 205

Randy manages the technicians and coordinates the daily schedule. He will be able to answer any questions you might have.

Thank you again for your time and consideration of I.T. Right.



Dan Eggleston, MCSE+I
517.903.0000

Microsoft
GOLD CERTIFIED
Partner

Executive Summary

Established in 1998, IT Right Inc. is located just north of Lansing in Bath Michigan. The staff of 15 includes 12 technicians (4 dedicated to the office and remote support) and 3 support staff.

- Microsoft Certified Partner.
- Over 98% of our customers are Local Government
- We have approximately 300 municipal customers throughout the Michigan.
- All technicians figure printed, background checked and approved to work on LEIN and MICJN systems.
- Average age of technician = 32.5
- All technicians hold at least 1 Microsoft Certification
 - ❖ 7 Microsoft Certified Professionals
 - ❖ 3 Microsoft Certified System Engineers
 - ❖ 3 Bachelor of Science in Computer/Network systems
- Extensive experience with municipal software vendors including but not limited to BS&A Software, Fund Balance, LEIN, MICJN, TALON, CLEMIS, VISION HAWK, Talon, LaserFiche, Apex, ESRI, Roadsoft, and Pontem
- Authorized to do work on BS&A Software's behalf.

IT Right has Strategic partnerships/reseller agreements with HP, EQUUS, Microsoft, AVG, GFI, Barracuda and Digium.

Office Roster Technical Staff

Daniel Eggleston B.A. MCSE+I: Dan is the founder and owner of our company. All those letters stand for Microsoft Certified Systems Engineer + Internet. Dan's degree is actually in Literature. He is real picky about his coffee (Starbucks knows him by name) and should not be left alone in a room with a bucket of cashews.

Randy Allen; MCSE; Director of Information Technology Randy has been with IT Right for 4 years. Randy brings with him over 7 years of experience working with varied network environments and is MCSE certified. Before that he was in the United States Army. Randy is not only highly skilled, but also a pleasure to talk with. We are very pleased to have him join us and we feel you will agree when you have an opportunity to meet him. Randy keeps us stocked up on the flavored coffee creamers.

Jarud Koenigsknecht, B.S., MCSE; Road Manager. Jarud has been with I.T. Right for 5 years. Jarud has his bachelor's degree in Computer Science, and is a Microsoft Certified Systems Engineer. Before IT Right, Jarud was in College. Jarud is newly married and does not yet drink coffee. But he is one of 10 children, so we suspect his parents will teach him about coffee when the time comes.

Adam Thompson BS MCP; Hosted Services Manager. Adam has a BS in Computer Science from Lake Superior State University and 9 years' experience installing routers and wide area networks for a Lansing area IT firm. Thus far Adam seems to drink Mountain Dew. Our guess is that will change.

Victor Arden MCP; Helpdesk Manager, Victor joined the I.T. Right team four years ago and has made himself an invaluable part of our office. If you ever call into the office, you will most likely talk to Victor. He does an awesome job fielding remote assistance issues, and troubleshooting issues for BS&A. He drinks his coffee black.

Caleb Eifert MCP; Road Technician. Caleb has been with IT Right for over two years. Caleb is a Microsoft Certified Professional. After a year working in house, he migrated to the road. Like Jarud Caleb grew up on a Dairy Farm. He sneaks a cup of whatever is brewing from time to time, and despite his background he doesn't use cream.

John McIntosh, BS (Management), Road Technician. John is new to IT Right, and working toward his AAS in computer science. His previous position was as manager of Biggby Coffee in Coldwater, and before that he was in the Air Force /Air National Guard.

Nathan Feldpausch, AS (computer science), CCNA. Road Technician. Nathan's prior experience was with a local telecommunications firm, and a local municipality. Before that, he worked on his parents' (Wait for it.....) dairy farm. He doesn't seem to drink coffee, but that may be because he is too polite to help himself and nobody has brought him a cup.

Steven Brooks, AS (computer science). Phone Support/Hosted Services Support. Steve is new to IT Right, and working toward his Bachelors & Microsoft Certifications. Steve worked at Panera Bread through College and Melissa would like to officially deny he has been hired for his barista skills.

Devin Chambers, AS (computer science), MCP Phone Support. Devin is new to IT Right, and working toward his Bachelors in computer science. He claims he drinks coffee but it looks more like chocolate milk to us.

Paul Xiong, Paul joined IT Right in the second quarter of 2012. His BS in Computer Science is from Davenport University. He has a fairly extensive resume as an actor/extra in several major movies. Coffee preference is currently unknown, but we are guessing its some sort of "Fancy Hollywood" thing with soy milk and cinnamon or chocolate sprinkles.

Kyle Schafer, BS (computer science) Kyle joined IT Right in the second quarter of 2012, fresh off his graduation from Central Michigan University. Raised on a small farm outside of Beal City

Tina Lynch, Back Office/Website Support. Tina joined IT Right in 2010. Previously in local government in Idaho; Tina helps with inventory/quotes/invoices and websites. She is a Mountain Dew drinker and we don't think anybody hear is tough enough to make her change.

Barry Buchholz, B.S. MCSE; Part Time/On Call. Barry is an Electrical Engineer and MCSE. Barry has worked with and for Dan for 15 years. He has extensive wireless networking and routing experience. He monitors his caffeine intake closely so he won't always accept coffee—but appreciates the offer.

Office Roster Support Staff

Melissa Eggleston; Yep, this is Dan's wife. In her previous life, she was a preschool teacher with a Child Development degree from the University of Maine. Then Dan convinced her to work for him. Melissa handles Web Development and helps with paperwork in the office and prefers her coffee with lots of milk and chocolate.

Ellen Eggleston: 3 days a week, Dan's mom comes into the office to answer the phones and help with paperwork. She is also I.T.Right's official baker, with a mean chocolate chip cookie. If you ever want a recipe for chocolate sheet cake, give her a call. Ellen always has a pot of fresh coffee on the burner. Traditionally she has been a Maxwell House girl, but Dan has spoiled her with the Starbucks beans.

History/Biography

Founded in 1998 By Dan Eggleston and Richard Brewer, IT Right began as the independent consulting division of a Lansing based technology school. By the year 2000, company operations had taken a significant turn away from the traditional teaching roles.

Early ties with BS&A Software brought township and municipal business that required travel throughout the state. While successful, the consulting division was not symbiotic with the technical school. Consequently a decision was made that Mr. Eggleston would purchase all outstanding shares of the business; and thus become its sole owner.

Between 2000-2006 experienced steady growth within Michigan. In 2006 IT Right began offering Hosted Services including Website, Email, Email filtration and Offsite/managed Backup.

From 2007-2012 IT Right has experienced double digit year over year growth, still focusing almost exclusively on Michigan Local Government. Currently at 15 employees with plans to move to 17 by Q1 2013.

2012 and beyond. With the growth of BS&A Software into the fund accounting market and it's plans to expand to Indiana and Ohio; We are expecting to continue our current pace of double digit growth for the foreseeable future. Within 5 Years we will be servicing the Ohio and Indiana Markets. We anticipate having around 25 people on staff by 2016

Fiscal summary: IT Right is a Michigan Based "S Corporation." Its growth is funded exclusively by revenue/profits. With the exception of a couple of revolving lines of credit from its hardware vendors, IT Right has no debt. IT Right is fully insured with Auto, workers comp, and a million dollar umbrella liability policy. Employees enjoy paid vacation, H.S.A. Health insurance, company matched 401k plan, and other benefits.

Identifying information

IT Right, Inc. maintains one office:

**IT Right, Inc.
5815 East Clark Rd Suite G
Bath MI 48808
1-855-ITRIGHT
517-318-0350**

**Mailing address
IT Right, Inc.
Box 160
Bath MI 48808**

**Dan Eggleston, MCSE
Owner
deggleston@itright.com**

Qualifications

IT Right is the leading local government network consultant in Michigan. a Microsoft Gold Partner with 14 years' experience. We have over 300 Municipal customers, #1 in the state. Each member of our staff is an individually certified networking specialist (specifics listed above). IT Right is the only Authorized BS&A Software Network consultant; and will work with any vendor or contractor required to get the job done. IT Right has no known relationship to or conflict of interest with the Customer or any of its staff.

IT Right has extensive experience with Microtik and Cisco hardware, utilizing them in many of our existing networks. Two of our staff (Adam and Nate) have several years' experience working for Internet Service Providers with extensive experience/exposure to installing and maintaining wireless networking. A third (Barry) is part time/on call for us; and runs a wireless ISP of his own the rest of the time.

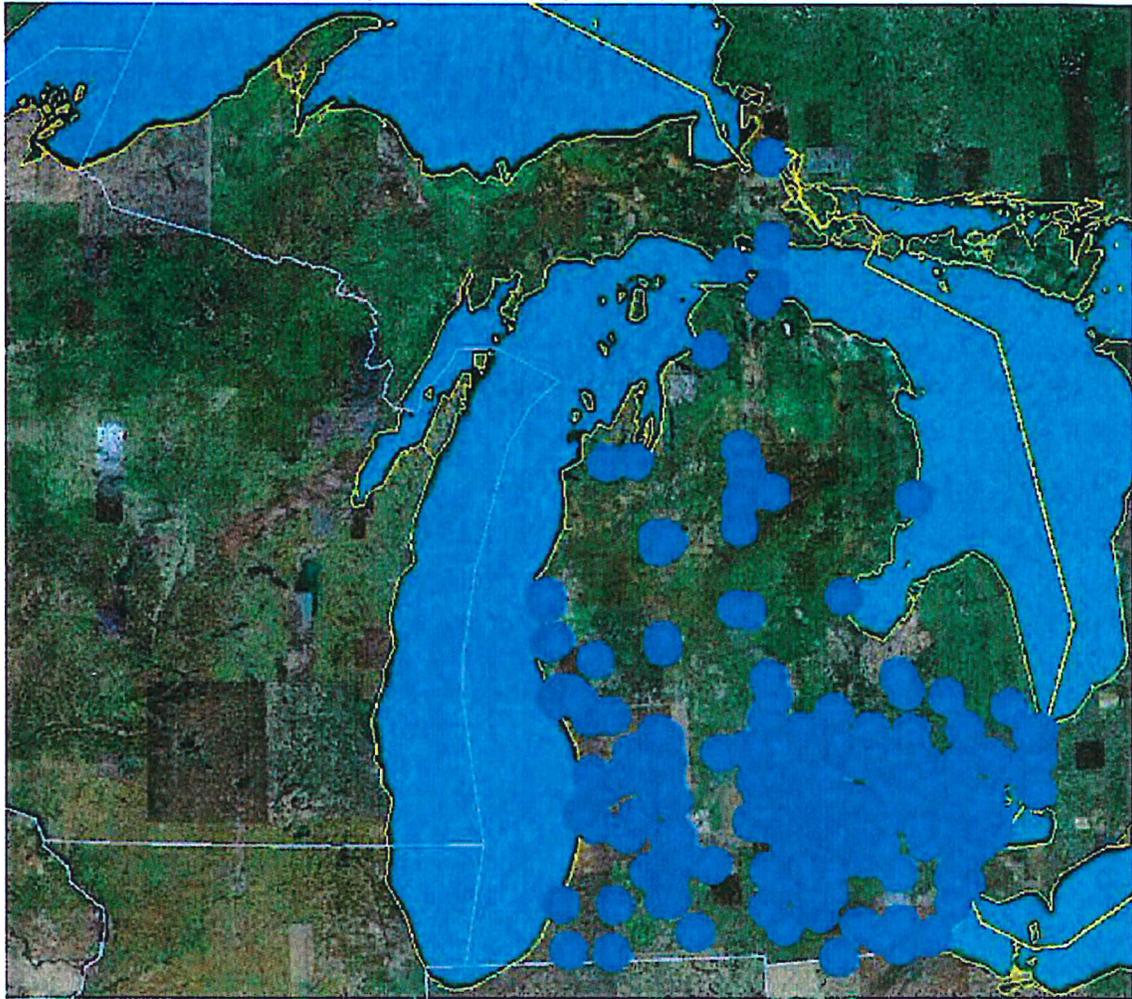
Response Time/Technology Used

Remote repair services are provided from our location in Bath MI. We have 3-5 technicians on staff during regular business hours, and an on-call tech after hours. Our Network is a redundant fiber-optic network with generator backup that services BS&A Software as well as IT Right. We use a combination of Secure RDP and Team Viewer/VNC remote access software to service customers remotely.

Remote response during business hours: 95% of our calls are answered by a tech, with the average "call-back" occurring with 15 minutes.

On-site response time: While our main office is 3 hours from Manistee, it is quite common for us to have road techs deployed much closer than that. With multiple customers in Cadillac, Baldwin, Ludington, Muskegon, and Grand Rapids; we often have a physical presence much closer. Our current maximum on-site response time in an emergency should be no more than 4 hours. It is our intention to open an office in Traverse City within the next year.

Customer Distribution Map



Customer References

The project involving the upgrade of our domain controller was a complete success. The upgrade was completed without any network down time or inconvenience to our users. Dan spent time with the staff here to ensure the network was performing properly, answered all questions pertaining to the upgrade, and explained all the new functionality with DNS and Active Directory Dan is extremely knowledgeable, personable, and an overall pleasure to work with. Finding a consultant of Dan's stature is not an easy task and we appreciate the knowledge and expertise he has provided.

*Steven Deon
Network Administrator
City of Sterling Heights*

In world that seems to be far too oriented to going faster at the expense of quality relationships it is very reassuring that there are still companies such as IT Right that quite frankly do the right things for the right reasons with the right people.

*Steven J. Kingsbury
Treasurer, Finance Director and
Director of Information Technology
City of Clare*

I am always pleased with the service we receive from your staff. Great Job! I have experienced dealing with many other IT persons and I feel that ITRight's staff is the best. Thank You.

*Josy Medina,
Clerk
Village of Ovid*

Customer Reference List

Clare, City of Steve Kingsbury	Clare, City of 202 W. Fifth Street Clare MI 48617 989-386-4508
Brighton Township Dan Bishop	Brighton Township 4363 Buno Rd. Brighton, MI 48116 810-229-0550
BS&A Software Ted Droste	BS&A Software Tom Szur 14965 Abbey Lane Bath MI 48808 517-641-8900
Caledonia Township Jennifer	Caledonia Township 8196 Broadmoor Ave SE Caledonia, MI 49316 616-891-0070
Cannon Township Jim Lapeer	Cannon Township 6878 Belding Road NE Rockford MI 48341 616-874-6966
Clinton County Craig Thelen	Clinton County 100 East State St. St. Johns, MI 48879 989-224-8944
Clinton County Road Jennifer Sanchez	Clinton County Road Commision 3536 S. BR 127 St. Johns, MI 48879 989-224-3274 ext 225
Crawford County Joe Wakeley	Crawford County 200 W. Michigan Ave. Grayling, MI 49738 989.344.3229
Crawford County Library Bambi Sanderson	Devereaux Crawford County Library 201 Plum St. Grayling, MI 49738 989-348-9214
Crawford Sheriff Jim Baker	Crawford Sheriff Department 200 W. Michigan Ave. Grayling, MI 49738 989-344-3205
Dewitt, City of Chris Olson	DeWitt, City of Chris Olson 414 East Main Street DeWitt, MI 48820 (517) 669-8311
Grosse Pointe Farms, Mary Millich	City of Grosse Pointe Farms 90 Kerby Road Grosse Pointe Farms, MI 48236-3161 313-885-6600
Hartland Township James Wickman	Hartland Township 2655 Clark Road Hartland MI 48353 (810) 632-7498

Ithaca, City
Chelsey Foster

Ithaca, City of 129 W. Emerson St. Ithaca, MI 48847
989-875-3200

Ionia, City
Robin Marhofer

114 N. Kidd St Ionia MI, 48846
(616) 527-4170 x120

Plymouth, City of
Tom Alexandris

Plymouth, City of 201 S. Main Plymouth MI 48170
(734) 453-1234

Roseville, City of
Phil Longueil

City of Roseville 29777 Gratiot PO Box 290 Roseville, MI 48066
810-447-4675

Sterling Heights
Steve Deon

Sterling Heights 40555 Utica Rd. Sterling Heights, MI 48311-8009
586-446-2489

Staffing Plan

IT Right, inc is growing. We will be adding 2-3 people in 2012. All of our staff are Microsoft Certified, additional staff will be so when we hire them or will be required to become so shortly thereafter. Should the City or its staff ever have a problem with any IT Right employee, feel free to contact either Randy Allen or Myself. There should be no problem maintaining a consistent level of qualified support.

Project Manager

Randy Allen, MCSE
517.903.0000 xt 205
rallen@itright.com

Randy has 10 years' experience in the industry, and a background as an Army Paratrooper before that. He is a Microsoft Certified System Engineer. He has been with IT Right for four years, and has a relationship with Dan (the owner) another 6 years before that. He is the technical lead of our staff, and will take good care of the City.

Some of our Clients

41B District Court	Kimball Fire
Addison, Village of	Kimball Township
Adrian, City of	Lakewood Club, Village of
Alaiedon Township	Lansing Charter Township
Addison, Township	Lansing Charter Township Police
Ada Township	Lansing City
	Lansing Glass
Aurilius Twp	Leighton Township
Ausable Charter Township	Leoni Township
Battle Creek City	Liberty Township
Beaver Creek Township	Litchfield, City Of
Benton Charter Township	Locke Township
Blackman Township	Luna Pier, City of
Blissfield Police Department	Lyon Township
Blissfield, Village	Maple Forest Township
Bloomfield Hills, City	Mecosta Township
Brady Township	Michigan Petroleum Association
Brighton Township	Michigan State Fireman's Assoc
BS&A Software	Midland County
Bunker Hill Township	Millington Township
Burr Oak Township	Mundy Township
Caledonia Township Kent	Mundy Township Police Dept
Caledonia Township Shiawassee	Municipal Inspection Services

Caledonia, Village of	North Branch Township
Cannon Township	Oakland Township
Cascade Charter Township	Oceana County
Charter Township of Canton	OCMAA.ORG
Charter Twp. of Meridian	Ogemaw County Building Department
Cheboygan City	Olive Township
China Township	Ortonville, Village of
City of Clare Police Department	Oscoda Township, Iosco
City of the Village of Douglas	Oshtemo Township
Clare, City of	Ovid Township
Clinton County	Ovid, Village of
Clinton County RESA	Pac2/Northland Library Consortium
Clinton Township	Pere Marquette Charter Township
cocm.org	Perry, City of
Columbia Township	Petersburg, City of
Comstock Township	Pewamo, Village of
Concord, Village of	Pinckney, Village of
Corunna, City	Pine River Township
County of Otsego	Pittsfield Township
Crawford County	Plymouth Township
Crawford County Library	Pottersville, City of
Crawford Sheriff Department	Putnam Fire
Dallas Township	Richland Twp.

Davison DPW	Richmond Township
Davison, City of	Roseville Public Library
Decatur, Village of	Roseville, City of
Detroit, City of	SAEM
Dewitt, City of	Scio Township
Dornbos Sign & Safety	Signature Appraisal
Douglas, City of the Village	Southern Clinton County Municipal
Eaton Township	St. Claire Shores
Egelston Township	St. Joseph County
Elsie Public Library	Sterling Heights
Elsie, Village of	Steven Owens DO
Erie Township	Stockbridge Area Ambulance
Flushing	Stockbridge, Village of
Fowler Public Schools	Troy, City of
Fowlerville, Village of	Tyrone Township
Frederic Township	Vernon Insurance Agency
Fruitland Township	Vernon, Village of
Gaines Township	Victor Township
Gaines, Village of	Walker, City of
Georgetown Charter Township	Waterloo Township
Goodrich, Villiage	Watertown Charter Township
Grand Blanc, City of	Webberville, Village of
Grand Rapids, City of	Webster Township
Grayling Animal Hospital	Wexford County

Grayling, City of

Grosse Pointe Farms, City of

Grosse Pointe Farms, City of

Gull Lake Sewer

Hartland Township

Health EFX

Henrietta Township

HFA

HFA Southfield

Hopkins Township

Houghton Lake Sewer Authority

Imlay City

Independence Charter Twp.

Ingham County

Jackson County

Wexford County Civic Center

Wheatfield Township

Williamston PD

Williamston, City of

Zeeland, City of

Cost Proposal

I.T. Right, Inc. offers 3 separate plans.

1) Time and materials: \$135/hr. (The City currently uses this plan) IT Right will charge for time and materials on a Net30 basis. The rate for labor is \$135.00/hr. IT Right does not charge for drive time, or tier the rate between techs. All time (remote and on site) is billed in quarter hour increments.

2) Retainer/Prepay discount: \$100/hr. purchased in a 40 hour blocks. "Blocks of time" do not expire and can be used over the course of one or multiple years. IT Right does not charge for drive time, or tier the rate between techs. All time (remote and on site) is billed in quarter hour increments.

3) Unlimited Annual Service Contract: \$14,000/year. This contract is pre-paid for the year and includes all labor related to maintaining the City's existing network. Software installation, Operating system patches and upgrades, and labor related to pc and server maintenance is all included. Not included is cost of Non-warrantied parts and labor related to large projects that expand the scope of the City's existing network. Such projects will be quoted to the City on a discounted time and materials basis. An example of our contract is enclosed.

I.T. Right guarantees customer satisfaction by providing the City to cancel a pre-paid arrangement at any time. The City need only provide a standard notification of cancelation in writing or by email, and IT Right will return the Pro-rated balance of the contract to the City within 60 days.

Request For Proposals



Information Technology Consultant and Network & Information Technology Support Services

RFP Response Sheet

This response sheet must be completed and submitted with the other requested information as part of the response submittal. Based on the scope of work outlined in this request for proposal, please provide rates as indicated below:

Option 1: Annual all-inclusive (per scope of work) rate

Year 1	Aug 15 , 2012 to June 30, 2013	<u>\$14,000</u>	per year
Year 2	July 1, 2013 to June 30, 2014	<u>\$14,000</u>	per year
Year 3	July 1, 2014 to June 30, 2015	<u>\$14,000</u>	per year
Year 4	July 1, 2015 to June 30, 2016	<u>\$14,000</u>	per year
Year 5	July 1, 2016 to June 30, 2017	<u>\$14,000</u>	per year

Option 2: Monthly all-inclusive (per scope of work) rate

Year 1	July 1, 2012 to June 30, 2013	<u>\$ 1,250</u>	per month
Year 2	July 1, 2013 to June 30, 2014	<u>\$ 1,250</u>	per month
Year 3	July 1, 2014 to June 30, 2015	<u>\$ 1,250</u>	per month
Year 4	July 1, 2015 to June 30, 2016	<u>\$ 1,250</u>	per month
Year 5	July 1, 2016 to June 30, 2017	<u>\$ 1,250</u>	per month

=====

This proposal is hereby submitted on behalf of:

I.T. Right, inc.

 Name of Service Provider
 Dan Eggleston

 By: (print name)



 Signature

7/20/2012

 Date

This Agreement is made effective as of _____, by and between *City of Manistee*, and I.T. Right, of 5815 East Clark Road, Bath Michigan 48808.

In this Agreement, the party who is contracting to receive services shall be referred to as "The Client", and the party who will be providing the services shall be referred to as "I.T. RIGHT". I.T. RIGHT has a background in Computer technology and is willing to provide services to The Client based on this background. The Client desires to have services provided by I.T. RIGHT.

Therefore, the parties agree as follows:

- 1. DESCRIPTION OF SERVICES.** Beginning on _____ I.T. RIGHT will provide the following services (collectively, the "Services"): Repair and maintenance of computer equipment and the computer network. This includes the existing computers and related network equipment within the client's office.
- 2. SERVICES NOT COVERED.** I.T. Right reserves the right to charge an hourly rate for labor related to the design and implementation of new equipment/technologies. Client will be notified ahead of time of any extra charges involved before the work is started. Client will be responsible for the purchase of any hardware or software items. Replacement of Servers, and Wiring services are considered new technology, are not covered under this contract and will be billed separately.
- 3. PAYMENT.** The Client will pay a fee to I.T. RIGHT for the Services in the amount of \$14,000. This fee shall be payable within 30 days unless otherwise notated in this document.
- 4. PERFORMANCE OF SERVICES.** I.T. RIGHT shall determine the manner in which the Services are to be performed and the specific hours to be worked by I.T. RIGHT. The Client will rely on I.T. RIGHT to work as many hours as may be reasonably necessary to fulfill I.T. RIGHT's obligations under this Agreement.
- 5. THIS SECTION INTENTIONALLY LEFT BLANK.**
- 6. NEW PROJECT APPROVAL.** I.T. RIGHT and The Client recognize that I.T. RIGHT's Services will include working on various projects for The Client. I.T. RIGHT shall obtain the approval of The Client prior to the commencement of a new project.
- 7. TERM/TERMINATION.** This Agreement shall be effective for a period of 1 year. Either party reserves the right to terminate this contract at any time provided 30 days notice is given. The remaining time will be pro rated and paid to the client.
- 8. EMPLOYEES.** I.T. RIGHT's employees, if any, who perform services for The Client under this Agreement shall also be bound by the provisions of this Agreement.
- 9. NOTICES.** All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

Service contract:

IF for The Client:

City of Manistee

IF for I.T. RIGHT:

I.T. Right
Dan Eggleston
Director of Information Technology
5815 East Clark Road Suite G
Bath Michigan 48808

Either party may change such address from time to time, by providing written notice to the other in the manner set forth above.

- 10. ENTIRE AGREEMENT.** This Agreement contains the entire agreement of the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties.
- 11. AMENDMENT.** This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.
- 12. APPLICABLE LAW.** The laws of the State of Michigan shall govern this Agreement.

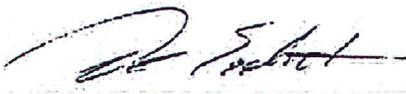
Party receiving services: *City of Manistee*

Accepted By: _____

Title: _____

Party providing services: I.T. Right

Proposed By



Dan Eggleston, Director of Information Technology

I.T. RIGHT

CONTACT US TODAY

517-318-0350

WWW.ITRIGHT.COM

ALSO ASK ABOUT...

ONLINE BACKUP

WEBSITE SERVICES

EMAIL HOSTING

DOCUMENT LOOKUP

PHONE SYSTEMS

About IT Right

- Founded in 1998
- Michigan Based Company
- Specializes in Local Government
- Over 300 Local Gov. Customers
- Microsoft Gold Certified Partner
- Toll Free Remote Support

Network Support and Service

A service contract with our company covers all network consulting services for a full calendar year. Many of our clients use this to help control the cost of network maintenance and support.



Please contact our office today for a free onsite network consultation and service contract quote by one of our qualified technicians.

What Does A Service Contract Cover?

- All labor related to computer or network repair including maintenance and troubleshooting for the computer equipment in your office.
- Troubleshooting equipment in your office related to your network such as printers, faxes, and label printers.
- Assistance in making hardware purchasing decisions: including recommending specifications for your needs and building quotes for equipment.

What It Does Not Cover

- Hardware and software purchases.
- Wiring services requiring new wire drops
- Network Expansions

Microsoft
GOLD CERTIFIED
Partner

BS&A SOFTWARE
EQUALIZER SOFTWARE SYSTEMS
AUTHORIZED NETWORK CONSULTANT

I.T. RIGHT

CONTACT US TODAY

517-318-0350

WWW.ITRIGHT.COM

ALSO ASK ABOUT....

ONLINE BACKUP

NETWORK CONSULTING

SERVICE CONTRACTS

DOCUMENT LOOKUP

PHONE SYSTEMS

About IT Right

-Founded in 1998

-Michigan Based Company

-Specializes in Local

Government

-Over 300 Local Gov. Customers

-Microsoft Gold Certified Partner

-Toll Free Remote Support

WEBSITE AND EMAIL HOSTING



HOW IT WORKS

- We provide to you, at an affordable price, the service of constructing a basic professional website using software that will be hosted on our server.
- You will be given a password which will allow you to log in at any time and post real time changes on your site when they are needed.
- The software is very easy to use and you need no technical or webpage programming knowledge to get started. We provide start up instruction and access to our helpdesk when questions arise.

We know that your website is an important way of communicating with the community. It is essential that information be easily available as well as up to date. Our clients have expressed an interest in being able to update information on their own, without having to call a third party and wait for the changes to show up. We offer a solution that has worked well for our government clients. Web content management software is an exciting new concept that allows us to offer much more than just hosting your website. DNN software gives you control to make changes to your site at any time, and from any computer with an internet connection.

INCLUDES....

- Optional, One time fee to transfer your current site or design one for you
- Phone and email support for questions or problems
- Includes free email accounts; filtered for Spam (up to 50 users.)
- Hosting fees start at \$500/year
- Visit our website to see some of the sites used by our clients.

Microsoft
GOLD CERTIFIED
Partner

BS&A SOFTWARE
EQUIVALENT SOFTWARE SYSTEMS
AUTHORIZED NETWORK CONSULTANT

Remote Support

I.T. RIGHT

CONTACT US TODAY

517-318-0350

WWW.ITRIGHT.COM

Also Ask About...

NETWORK CONSULTING

SERVICE CONTRACTS

ONLINE BACKUPS

WEBSITE SERVICES

EMAIL HOSTING

PHONE SYSTEMS

DOCUMENT LOOKUP

About I.T. Right

-Founded in 1998

-Michigan Based Company

-Specializes in Local

Government

-Over 300 Local Gov. Customers

-Microsoft Gold Certified Partner

-Toll Free Remote Support

Contacting I.T. Right, Inc.



We are trying to make it easy to get a hold of us. Contact our friendly support staff any way you want.

Email: support@itright.com

Fax: 517.318.0351

Phone: 517.318.0350

Web based ticket system: <http://support.itright.com>

And Effective February 14th 2011 our new TOLL FREE NUMBER!!!

1-855-ITRIGHT

Perhaps the easiest way to contact us is by sending an email to support@itright.com. When you do that, a trouble ticket is automatically created in our web based ticket system, and you are emailed a confirmation that we have received notification of your trouble. We will then contact you, and upon resolving your problem enter the resolution into the system for you. The site is secure, and all your correspondence is date and time stamped for quality control.

Remote Control Support

Fixing your Network and computer problems is simple, and secure

Step 1 Visit our website at www.itright.com

Step 2 Click on the computer within the Blue Dot

Step 3 Read us the number

Step 4 Grab a cup of coffee and watch the show.

Using encrypted remote control software, we can often fix what ails your computer in mere minutes



**Remote
Control
Support**



Microsoft
GOLD CERTIFIED
Partner

PHONE SYSTEMS

I. T. RIGHT

CONTACT US TODAY

517-318-0350

WWW.ITRIGHT.COM

ALSO ASK ABOUT...

NETWORK CONSULTING

SERVICE CONTRACTS

ONLINE BACKUPS

WEBSITE SERVICES

EMAIL HOSTING

DOCUMENT LOOKUP

About IT Right

-Founded in 1998

-Michigan Based Company

-Specializes in Local

Government

-Over 300 Local Gov. Customers

-Microsoft Gold Certified Partner

-Toll Free Remote Support

VOICE OVER IP PHONE SYSTEMS



EASY TO USE ONLINE INTERFACE INCLUDES:

- Unlimited extensions and voice mail
- Powerful interactive voice response editor
- Call center / Call queue management
- Music / info on hold
- Detailed call records
- Voice mail to your email inbox
- Call routing and forwarding
- Automated company directory
- Integration with your own databases and applications.
- Hardware and network monitoring
- Time based behaviors
- Assisted and unassisted transfers
- Call blocking
- Conference calling

A COMMUNICATION SYSTEM
BUILT WITH ONE OVERRIDING
FOCUS — **SIMPLICITY.**

SIMPLE

EASY TO MANAGE

BOOSTS PRODUCTIVITY

Switchvox incorporates today's high speed data networks and traditional telephony infrastructure to allow you to change at your own pace.

Because Switchvox uses an online method of administration and interaction, and it uses VoIP and regular phone line, employees can access all PBX facilities via any telephone or Internet connected computer. Allowing business to get done—anytime, anywhere. Now you can go from 3 to 300 extensions. And you can have the features that you need now, for a fraction of the cost of a traditional PBX.

Microsoft
GOLD CERTIFIED
Partner

BS&A SOFTWARE
EQUIPIZE SOFTWARE SYSTEMS
AUTHORIZED NETWORK CONSULTANT

Document Lookup

I.T. RIGHT

CONTACT US TODAY

517-318-0350

WWW.ITRIGHT.COM

ALSO ASK ABOUT...

NETWORK CONSULTING

SERVICE CONTRACTS

ONLINE BACKUPS

WEBSITE SERVICES

EMAIL HOSTING

PHONE SYSTEMS

About IT Right

-Founded in 1998

-Michigan Based Company

-Specializes in Local

Government

-Over 300 Local Gov. Customers

-Microsoft Gold Certified Partner

-Toll Free Remote Support

Microsoft Search Server 2010



- Web Browser Based Search Engine
Indexes local documents throughout the network. With no per seat license fee.
- .pdf, .jpg, .gif, .tif, .htm, .html, .doc, .xls,
And dozens more native search filters.
- Reduce scan time by half or more
- Subscribe to a network document and
get notified when it's changed.
- Active Directory Integration offers built
in security. Search results are filtered
to match network Rights

Search Engine for your network

Document retrieval doesn't have to be complicated.

Microsoft Search Server 2010 provides an interface that is sleek and easy to use. Capitalizing on modern web-site searching technology, Search Server 2010 crawls your network and automatically indexes up to 10 Million documents. Predictive search technologies and user analytics help constantly refine results rankings.

Simple and Intuitive

Using Search Server is as straight forward as using Microsoft Bing or Google. Because of this common interface there is very little training required for end users.

Complete Network Integration

Active directory integration brings the simplicity of single sign on with full network security. Users search results are customized to their network rights. Documents and folders that they don't have rights to are not displayed. Search results can be further filtered by creator of the document, date it was created, and type of document.

Unlike other Document Management solutions, Search server does not require any data input to build its index. This significantly reduces the amount of time and payroll required to implement a working solution. Your digital documents are completely searchable just hours after it is installed.

Microsoft
GOLD CERTIFIED
Partner

BS&A SOFTWARE
EQUALIZE SOFTWARE SYSTEMS
AUTHORIZED NETWORK CONSULTANT

GOV-BACKUP

**Secure, Off Site, Automated
Daily Online Back Up**

I.T. RIGHT

CONTACT US TODAY

517-318-0350

WWW.ITRIGHT.COM

ALSO ASK ABOUT...

NETWORK CONSULTING

SERVICE CONTRACTS

WEBSITE SERVICES

EMAIL HOSTING

PHONE SYSTEMS

DOCUMENT LOOKUP

About IT Right

-Founded in 1998

-Michigan Based Company

-Specializes in Local

Government

-Over 300 Local Gov. Customers

-Microsoft Gold Certified Partner

-Toll Free Remote Support

Online Backup Services



- **THE ADVANTAGES OF A MANAGED BACKUP SERVICE ARE ENORMOUS**
- All files are protected by state of the art encryption. Completely automated off-site protection
- Fast online recovery of any version of any protected file
- Easy installation and setup
- Only an internet connection is required, eliminating the need for expensive backup equipment and media.
- Monitored by highly skilled Technicians.

HOW IT WORKS

- We operate an off-site storage facility for the user's data. At the facility, an account is maintained for each user. Each account is protected by a password known only to the user.
- I.T. Right installs and configures backup software on your server.
- The electronic vault system is set up so that at a preset time, usually late at night, the client's computer prepares its data for backup. It determines which files have been modified since the last backup, compresses them, and encrypts them for security. When the data is ready, the computer uses its Internet connection to contact our servers in Lansing, and transmit the data.
- The entire process is monitored and most problems are resolved before you knew they existed. You can rest easy knowing your backup is being professionally managed.

Microsoft
GOLD CERTIFIED
Partner

BS&A SOFTWARE
EQUALIZER SOFTWARE SYSTEMS
AUTHORIZED NETWORK CONSULTANT

IT solutions that work for Government.

WE UNDERSTAND YOUR BUSINESS

OUR CLIENT BASE INCLUDES TOWNSHIPS, CITIES, COUNTIES, AND MANY OTHER GOVERNMENT ORGANIZATIONS ACROSS THE STATE OF MICHIGAN.

IT SUPPORT SOLUTIONS
SINCE 1998

- MICROSOFT GOLD CERTIFIED
- NO CHARGE FOR DRIVE TIME
- 300+ GOVERNMENT CUSTOMERS
- TOLL FREE REMOTE SUPPORT



PLEASE CONTACT OUR OFFICE TODAY FOR A
FREE ONSITE NETWORK CONSULTATION AND
SERVICE CONTRACT QUOTE BY ONE OF OUR
QUALIFIED TECHNICIANS!



ONLINE BACKUP SERVICES

In response to our clients requests to make backing up critical data simpler and more reliable, we offer managed online back-up services.

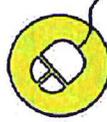
WEBSITE AND EMAIL SOLUTIONS

Web content management software is an exciting new concept that allows us to offer much more than just hosting your website. DNN software gives you control to make changes to your site at any time, and from any computer with an internet connection.



PHONE SYSTEMS

Using VoIP and regular phone lines, employees can access PBX facilities via any telephone or internet connected computer, allowing business to get done — anytime, anywhere.

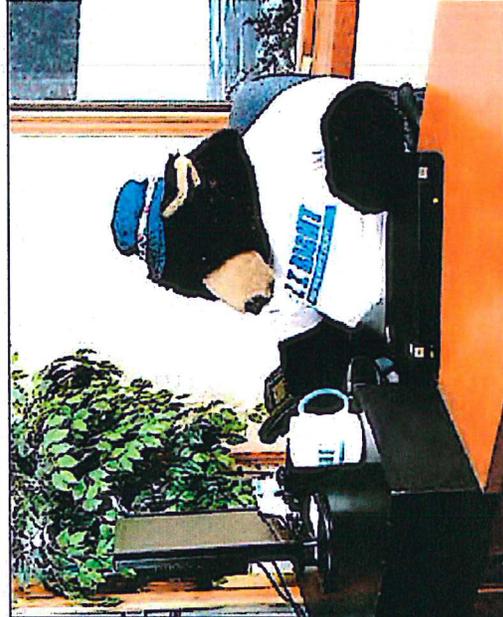


COMPLETE NETWORK MANAGEMENT

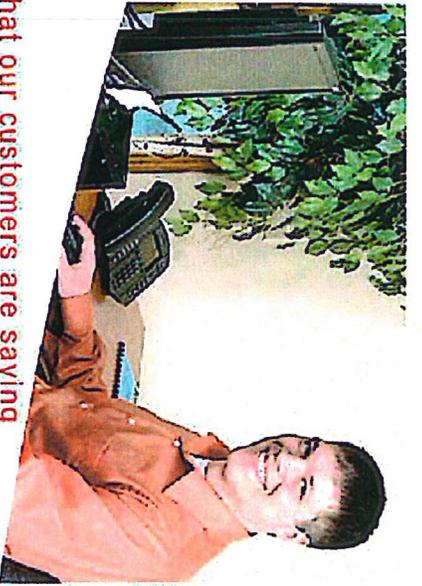
A service contract with our company covers all network consulting services for a full calendar year. Many of our clients use this option for controlling the cost of network maintenance and support. We also offer hourly rates. Contact us today for a complimentary onsite consultation and contract quote.

DOCUMENT LOOKUP SOLUTIONS

Document retrieval doesn't have to be complicated. Microsoft Search Server 2010 provides an interface that is sleek and easy to use. Capitalizing on modern website searching technology, Search Server 2010 crawls your network and automatically indexes up to 10 Million documents. Predictive search technologies and user analytics help constantly refine results rankings.



HOW CAN WE HELP YOU? CONTACT US AT 517-318-0350
SUPPORT@ITRIGHT.COM WWW.ITRIGHT.COM



What our customers are saying about I.T. Right...

No other consultant is more experienced or familiar with "Equalizer Software" than I.T. Right. I am pleased to recommend I.T. Right!"

Tom Szur
President, BS&A Software

In a world that seems to be far too oriented to going faster at the expense of quality relationships, it is very reassuring that there are still companies such as IT Right that (quite frankly) do the right things for the right reasons, with the right people

Steven J. Kingsbury
Treasurer, Finance Director and
Director of Information Technology
City of Clare

I am always pleased with the service we receive from your staff. Great Job! I have experienced dealing with many other IT persons and I feel that IT Right's staff is the best. Thank You.

Josy Medina,
Clerk, Village of Cvid



- TECHNOLOGY CONSULTING
- SALES
- SUPPORT

CONTACT US AT

517-318-0350

WWW.ITRIGHT.COM

I.T. RIGHT

Information Technology Consulting and Network & Information Technology Support Services Agreement

This Agreement is entered into this _____ day of August, 2012, between **CITY OF MANISTEE**, 70 Maple Street, Manistee Michigan 49660 (hereinafter "CITY") and **I.T. RIGHT**, 5815 East Clark Road, Bath, Michigan 48808.

In this Agreement, the CITY is the party who is contracting to receive services and the party who will be providing the services is I.T. RIGHT. I.T. RIGHT has a background in computer and networking technology and is willing to provide services to the CITY based on this background. The CITY desires to have services provided by I.T. RIGHT.

Therefore, the parties agree as follows:

1. DESCRIPTION OF SERVICES Beginning on August 22, 2012, I.T. RIGHT will provide the Services outlined in the CITY's Request for Proposals dated July 5, 2012 and attached as Appendix A and the proposal submitted by I.T. RIGHT to the CITY dated July 24, 2012 and attached as Appendix B.

2. SERVICES NOT COVERED I.T. Right reserves the right to charge an hourly rate for labor related to the design and implementation of significant new equipment/technologies as mutually agreed to. The CITY will be notified and must approve ahead of time of any extra charges involved before the work is started. The CITY will be responsible for the purchase of any hardware or software items. Replacement of servers and wiring services are considered new technology and are not covered under this contract and will be billed separately as a project.

3. TERM OF CONTRACT This agreement is for five years beginning August 22, 2012. The CITY and I.T. RIGHT may extend this agreement for an additional three-year term if both parties mutually agree to terms.

4. PAYMENT. The CITY will pay a fee to I.T. RIGHT for the Services as indicated in the schedule below:

Year 1	August 22, 2012	June 30, 2013	\$12,000
Year 2	July 1, 2013	June 30, 2014	\$14,000
Year 3	July 1, 2014	June 30, 2015	\$14,000
Year 4	July 1, 2015	June 30, 2016	\$14,000
Year 5	July 1, 2016	June 30, 2017	\$14,000

This fee shall be payable semi-annually in advance within 30 days after July 1 and January 1 of each year of the agreement.

4. PERFORMANCE OF SERVICES. I.T. RIGHT shall determine the manner in which the Services are to be performed and the specific hours to be worked by I.T. RIGHT. The CITY will rely on I.T. RIGHT to work as many hours as may be reasonably necessary to fulfill I.T. RIGHT's obligations under this Agreement.

5. THIRD PARTY LABOR. In recognition of the fact that IT RIGHT will be responsible for maintaining The CITY's network, The CITY agrees not to engage other firms or individuals to install, expand or configure The CITY's network without the prior knowledge and consent of IT RIGHT. Notwithstanding the foregoing, nothing in this paragraph shall be construed to prevent The CITY from engaging other firms or individuals to install, expand or configure The CITY's network in the event of a breach or any other non-performance, in the City's sole discretion, of this Agreement by I.T. RIGHT.

6. NEW PROJECT APPROVAL I.T. RIGHT and The CITY recognize that I.T. RIGHT's Services will include from time to time working on various projects for the CITY unrelated to this agreement. I.T. RIGHT shall submit a proposal for any project not covered under the scope of this agreement and obtain the approval of the CITY prior to the commencement of a new project.

7. TERM/TERMINATION This Agreement shall be effective for a period of 5 years. Either party reserves the right to terminate this contract at any time and for any reason upon ninety (90) days' written notice. In the event of termination, fees for service shall be prorated and refunded to the CITY by I.T. RIGHT within 30 days of termination.

8. EMPLOYEES I.T. RIGHT's officers, employees and agents, including any subcontractors, if any, who perform services for The CITY under this Agreement shall also be bound by the provisions of this Agreement. I.T. Right shall not assign nor subcontract any material part of this agreement without the prior written consent of the City.

9. NOTICES All notices required or permitted under this Agreement shall be in writing and shall be deemed delivered when delivered in person or deposited in the United States mail, postage prepaid, addressed as follows:

If to the CITY:

Edward Bradford
Chief Financial Officer
City of Manistee
70 Maple Street
PO Box 358
Manistee, Michigan 49660

If to I.T. RIGHT:

Dan Eggleston
Director of Information Technology
I.T. Right
5815 East Clark Road Suite G
Bath, Michigan 48808

Either party may change such address from time to time, by providing written notice to the other in the manner set forth above.

10. ENTIRE AGREEMENT. This Agreement, together with the proposal submitted by I.T. RIGHT to the CITY dated July 24, 2012 and the Request for Proposals issued by the CITY dated July 5, 2012, contains the entire agreement of the parties and supersedes any prior written or oral agreements between the parties. There are no other promises or conditions in any other agreement whether oral or written.

11. AMENDMENT. This Agreement may be modified or amended if the amendment is made in writing and is signed by both parties.

12. APPLICABLE LAW. The laws of the State of Michigan shall govern this Agreement. Any disputes shall be resolved in the Courts of Manistee County, Michigan.

Party receiving services: **City of Manistee**

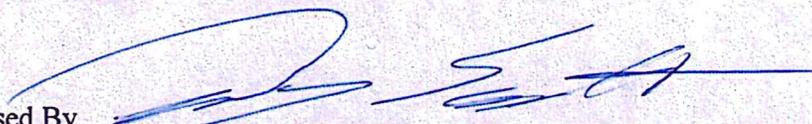
Accepted By: _____
Colleen Kenny, Mayor

and

Michelle Wright, Clerk

Date: August __, 2012

Party providing services: **I.T. Right**

Proposed By  _____
Dan Eggleston, Director of Information Technology

Date: August 14, 2012



Finance\Treasurer's Office

Memo to: Mitch Deisch, City Manager *M Deisch*
From: Edward Bradford, Finance Director *EB*
Re: Agri-Valley Broadband, Inc. Lease
Date: August 14, 2012



Mitch,

Over the course of the last few years, the City has been participating in the Connect Manistee broadband initiative. The initiatives' goal was to position Manistee County to partner with organizations that were seeking ARRA stimulus funds to provide last mile broadband services to the County. The group met with several organizations that were interested in partnering with Manistee and/or applying for broadband stimulus funds.

One of these organizations was Agri-Valley Broadband, Inc. ("AVBI"). AVBI previously had acquired spectrum in the 700 MHz range for all of Northern Michigan and the Upper Peninsula. They submitted an ARRA broadband application to provide broadband coverage across much of this area. Although unsuccessful in receiving grant funds, they nonetheless decided to proceed with their initiative. Manistee County was chosen as one of their initial roll out areas because of the interest it had shown thru Connect Manistee. The service that AVBI will be providing is 4G (4th Generation) wireless broadband. This is very similar to the technology that Verizon is currently rolling out in select areas of the country. The City and AVBI signed a lease agreement for space on the City's Maywood water tower in December 2010. The service is in the testing phase and is close to being rolled out.

Over the last few months, the City has been negotiating with AVBI on a lease for antenna space on the Industrial Park water tower. Currently, the City, AT&T & Sprint\Nextel have antenna facilities on the tank.

We have arrived at what I believe are acceptable terms. The lease calls for a five year initial term with two five year extension terms. The rate is \$515 per month with a 3% annual escalator clause. In addition, the City is will be negotiating details of additional internet access, likely to be used as failover access for the City. If the parties cannot agree on these details, the rent will be increased by \$200 per month. The cash portion of the rent will go into the water & sewer fund.

The City attorney has reviewed and approved the lease. Also, Dixon Engineering is preparing the installation plans and will be providing inspection services. I recommend approval.

SITE LEASE

THIS SITE LEASE ("Lease") is made and entered into this ____ day of _____, 2012 ("Effective Date"), between The City of Manistee, a Michigan Municipal Corporation whose address is 70 Maple Street, Manistee, Michigan 49660, ("City") and Agri-Valley Broadband, Inc. ("AVBI"), a Michigan Corporation whose principal office and place of business is at 7585 W. Pigeon Road, Pigeon, Michigan 48755.

WITNESSETH:

1. Leased Site.

The City is the owner of real property set forth and described on Exhibit A ("the Property") to this Lease. The City grants to AVBI a non-exclusive lease of a portion of the Property as set out generally on Exhibit B, but which is briefly described herein as follows (collectively, the "Leased Site"):

Space on or at the top of the existing City-owned water tower located on the Property; and an area approximately 50 square feet in size of ground space at the base of the water tower as is necessary for AVBI to locate equipment or shelter space, to assist in mounting antennas on the tower, for cable runs to connect AVBI equipment on the tower and on the ground space, or as is otherwise necessary for AVBI to make use of the Leased Site for its telecommunications purposes.

This Lease conveys rights of ingress to and egress from the Leased Site, as well as the right of access to the source of electrical and telephone facilities on the Property. The parties acknowledge and agree that:

The City's execution of this Lease constitutes full City permission for AVBI to use the Leased Site for telecommunications purposes and to install all equipment necessary for its telecommunications operations, including an AVBI antenna array and associated cables, wires, electrical equipment, base station, etc. (collectively, the "Antenna Facilities") as set out on Exhibit C; and except as to Section 7, AVBI need not apply for or obtain from the City any further permission, permits, land use permit, or building permit to perform under this Lease, as such is granted by this Lease. AVBI may use the Leased Site to install, remove, replace, maintain, modify, and operate, at AVBI's expense, the Antenna Facilities, including without limitation related antennae, equipment, equipment shelters, cables, wiring, and electrical equipment.

2. Term

- a. This Lease shall become effective, for the purpose of AVBI paying rent, (the "Commencement Date") upon the sooner of the following: (a) the date that AVBI starts to physically install Antenna Facilities on the Leased Site; or (b) the date that is 120 days following the Effective Date.
- b. This Lease shall continue in effect for a term (hereinafter "Initial Term") of 5 years subject to early termination or extension as provided herein.

Notwithstanding the first two sentences of this Section 2, if AVBI is unable or fails to obtain any necessary permit or approval to perform under this Lease (beyond the City-granted permission set out in Section 1 within 120 days following the Effective Date, this Lease will be deemed to have never taken effect and AVBI has no duty to pay rents under this Lease. AVBI warrants that it shall employ reasonable efforts to obtain all required local permits for construction and operation of its facilities and shall inform City promptly of its receipt of those permits.

3. Rental

Subject to Section 2 above, rent for the Initial Term of this Lease shall be \$51500 per month, payable in advance on the first day of each month, starting on the Commencement Date as defined in Section 2. This amount shall be increased by 3% annually. In the event the Commencement Date is any day other than the first day of a calendar month, then the initial month's rental shall be prorated accordingly.

4. Renewal Option

The Initial Term of this Lease will be automatically extended upon the same terms for two successive, additional five-year terms (the "Extension Terms") as long as AVBI does not give written notice of its intention to not extend the Initial Term or any Extension Term of this Lease at least 120 days before the expiration of the Initial Term or any Extension Term. The 3% annual rent escalator shall apply to any Extension Terms.

5. Possession

AVBI may take possession of the Leased Site on the Commencement Date. AVBI is entitled to the non-exclusive possession of the Leased Site throughout the Initial Term and each Extension Term so long as AVBI is not in default beyond the expiration of any cure period.

6. Use of Site

- a. AVBI's installation of its Antenna Facilities shall be done according to plans the City has approved which are attached as *Exhibit D*.
- b. AVBI may use the Leased Site, on a non-exclusive basis, as described generally in Section 1 of this Lease, and attached in *Exhibits A- D*, which includes but is not limited to the following uses: the installation, operation and maintenance of its Antenna Facilities for the transmission, reception and operation of its telecommunications system; for uses incidental thereto; and for the storage of related equipment.
- c. The City may permit others to use other portions of the water tower so long as that does not interfere with AVBI's rights under this Lease. AVBI acknowledges that there is currently existing on the Tower antenna facilities owned and operated by the City and other telecommunications entities or tenants, such as IPCS and AT&T. .
- d. AVBI has the right of free and unrestricted access (ingress and egress) 24 hours per day, 7 days per week, to the Property and Leased Site to carry out its rights under this Lease. AVBI will provide advance notice to the City of any entry AVBI is to make of the Leased Premises as reasonably practicable under the circumstances.
- e. AVBI shall be strictly liable for any contamination it causes to water in the tower or damage it does to the water tower or Leased Site during its installation and its operations. Any contamination it causes to water in the tower shall be remedied by AVBI within 24 hours of being notified of the same. Any damage it does to the water tower or Leased Site during installation or during operations shall be repaired or replaced within 10 days at AVBI's expense.
- f. AVBI shall, at its expense, comply with all present and future federal, state and local laws, ordinances, rules and regulations (including laws and ordinances relating to health, radio frequency emissions, other radiation and safety), if applicable, in connection with its use, operation, maintenance, construction and/or installation of the Antenna Facilities on the Leased Site. The City agrees to reasonably cooperate with AVBI in AVBI's attempts to obtain any licenses and permits required for or substantially required for AVBI's use of the Leased Site (beyond those that the City has granted AVBI under this Lease).
- g. The City reserves the right to install additional bracketing material or similar structural supports to allow for the location, or relocation, of other lessees'

antenna or similar radiating or broadcasting equipment. The City will not permit the installation of any future equipment which results in electrical interference problems with AVBI's then-existing equipment. AVBI shall promptly notify the City in writing if AVBI experiences any interference with its equipment. Notwithstanding anything to the contrary contained in this Lease, in the event additional equipment installed by the City or a third party creates unacceptable interference problems with AVBI's then-existing equipment and the interference problems cannot be resolved, the City will cause or cause its tenants to cease operations on the Premises until such interference is corrected other than intermittent tests of said equipment necessary to eliminate said interference, or AVBI may terminate this Lease or seek specific performance of the City's obligations under this Lease.

- h. The City reserves the right to require AVBI to relocate its Antenna Facilities to other locations on the water tower so long as the relocation does not unreasonably interfere with AVBI's broadcasting and reception abilities and City pays for the costs of relocation. However, temporary full or partial relocation costs to accommodate the water painting, if necessary, shall be borne by AVBI. If the City requests that AVBI relocate its Antenna Facilities based, in whole or in part, on the City's desire to permit a third party on the tower, then AVBI has the right to refuse that relocation request.

7. Equipment Upgrade

- a. AVBI may update, revise, alter, or replace the Antenna Facilities set out on Exhibit C with the prior written approval of the City, which approval shall not be unreasonably withheld, provided that such action does not exceed the size or scope of the facility approved under the terms of this Lease. AVBI shall submit to the City a detailed proposal for any such replacement facilities and any supplemental materials as may be requested, for the City's evaluation and approval.
- b. Subsection 7a does not apply where AVBI seeks to make minor alterations to the Antenna Facilities. For purposes of this Lease, "minor alterations" includes altering, substituting, or replacing some or all of the Antenna Facilities as part of ordinary repairs; and replacing some or all of the Antenna Facilities with equivalent parts or equipment as part of ordinary maintenance and repairs. Minor changes do not include changes to the location or structure, which exceed in scope or size what has been approved under the terms of this Lease.

8. Maintenance

- a. AVBI shall, at its own expense, maintain its Antenna Facilities in a safe condition and in good repair. In carrying out its maintenance responsibilities, AVBI shall not interfere with the City's use of the water tower or of the Property, or with related facilities or other equipment of other entities.
- b. AVBI shall have sole responsibility for the maintenance, repair, and security of its Antenna Facilities, and leasehold improvements.
- c. AVBI shall keep the Leased Site free of debris and anything of a dangerous, noxious or offensive nature or which would create a hazard or undue vibration, heat, noise or interference.
- d. City shall be solely responsible for compliance with all painting and lighting requirements arising out of operation of the Property and ownership of the water tower, in accord with the existing rules and regulations adopted or which the Federal Aviation Administration ("FAA") or the Federal Communications Commission ("FCC") might adopt. City shall indemnify AVBI for all fines levied against AVBI for City's failure to comply with such FAA and FCC rules and regulations.
- e. City hereby warrants that the water tower has been constructed and will be operated and maintained in accordance with all laws, rules, statutes, and regulations adopted or to be adopted by all applicable governmental bodies.

9. Utilities

AVBI shall be responsible for paying all charges for utilities required for its operation of the Antenna Facilities on the Leased Site. However, the City must provide AVBI with access, subject to City's approval of location, to necessary utilities to allow AVBI to perform under this Lease.

10. Taxes

AVBI will be responsible for paying all personal property taxes assessed directly upon and arising solely from its ownership and use of the Antenna Facilities on the Leased Site during the term of this Lease and shall be responsible for the timely filing of a Personal Property Tax Statement with City

11. Use of Technician/Inspectors

- a. Notwithstanding anything contained herein to the contrary, in order to protect the health, welfare and safety of its residents, the City shall have the right to have a technician and/or inspector witness all work done at the Leased Site by AVBI or its contractors. Accordingly, AVBI shall give the City reasonable advance notice of all work to be performed at the Site. AVBI is not obligated to pay the cost of the City's technician or inspector. At no time shall work be

performed, or operations conducted, that would jeopardize the integrity of the water tower, water quality, or the health, welfare or safety of the City residents or employees, or the equipment and/or facilities of other tenants.

- b. As to the initial plans as described in Exhibit C and Exhibit D, AVBI shall reimburse City for the reasonable cost of its engineer's review of said plans and inspection of final installation in accordance with the plans to insure that it does not conflict with City or any of its tenants use of the property. Further, the plans submitted by AVBI shall include an appropriate RF Interference Study, demonstrating that AVBI's intended use of the tank and ground shall not interfere with any other tenant's use of the property, a copy of such study to be provided to the City and reviewed by the City engineer as part of the review provided for in this paragraph.

12. Interference

AVBI's installation, operation, and maintenance of its Antenna Facilities shall not damage or interfere in any way with City's water tower operations or related repair and maintenance activities (including painting), or activities of other tenants of the water tower. City, at all times during this Lease, reserves the right to take any action it deems necessary, in its sole discretion, to repair, maintain, alter or improve the Property in connection with the water tower operations. However, the City may not take actions that interfere with AVBI's rights under this Lease.

13. Default and Remedies.

- a. It shall be a default if AVBI fails to make payment of rent to City when due, and does not cure such default within 10 days; or if AVBI defaults in the performance of any other covenant or condition of this Lease and does not cure such default within 30 days after written notice from the City specifying the default complained of; or if AVBI affirmatively abandons or vacates the Leased Site; or if AVBI is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or if AVBI becomes insolvent.
- b. In the event of a default by AVBI, City shall have the right, at its option, in addition to and not exclusive of any other remedy City may have by operation of law, without any further demand or notice, to declare this Lease terminated and notify AVBI of its determination, in which event AVBI shall immediately remove the Antenna Facilities, without cost to City. Further, if AVBI defaults under the terms of this Lease, all unpaid rent provided for in this Agreement, or an extension of this Agreement (i.e., all rent that was due and unpaid up through the date City declares this Lease terminated), shall become immediately due and payable, as termination of this Lease does not release AVBI from its rental obligation.

- c. It shall be a default if the City violates any term of this Lease and fails to cure that violation within 30 days written notice from AVBI specifying the violation complained of; or if the City is adjudicated as bankrupt or makes any assignment for the benefit of creditors; or if the City becomes insolvent.
- d. In the event of a default by the City, AVBI has the right, at its option, in addition to and not exclusive of any other remedy it may have by operation of law, without any further demand or notice, to declare this Lease terminated and notify the City of its determination.

14. Cure by City

In the event of any default in this Lease by AVBI under Section 13(a), the City may at any time, after notice, cure the default for the account of and at the expense of AVBI and notify AVBI that it has done so. Default by AVBI under the terms of the Lease and the failure of AVBI to timely cure the default operates as a termination of this Lease and requires AVBI to remove its equipment and vacate the Leased Site. AVBI continues to be responsible for all costs and unpaid rent owing under the terms of this Lease or any extension hereof (i.e., all rent that was due and unpaid up through the date the City declares this Lease terminated). Further, if City is required to take legal action to evict AVBI or to collect monies owing under the terms of this Lease, AVBI shall be responsible for all court costs and reasonable attorney fees incurred by City.

15. Cure by AVBI

In the event of any default in this Lease by City, AVBI may at any time, after notice, cure the default for the account of and at the expense of the City and notify the City that it has done so. Any AVBI curing of the default does not terminate this Lease. If AVBI's curing of the default requires AVBI to pay money, then AVBI is entitled to recover that sum actually paid including all court costs and reasonable attorneys' fees from the City on the first day of the month following the incurring of the respective expenses, upon written demand from AVBI to the City.

16. Insurance

- a. AVBI shall maintain, at its sole cost while this Lease is effective, commercial general liability insurance naming the City as an additional insured against liability for personal injury, death or damage to personal property arising out of the use of the Site. Such insurance shall be occurrence-based and shall provide coverage in an amount not less than one million (\$1,000,000) U.S. dollars for property damage. AVBI shall provide the City with certificates of insurance evidencing such coverage which state that the carrier will not cancel or change the policy of insurance issued to AVBI except after 30 days notice. The City hereby waives all right of recovery against AVBI for losses covered by insurance.

- b. The City and AVBI are each responsible for maintaining insurance covering (i) their own improvements, structures, property, and equipment on the Property, (ii) the lives and health of their respective agents, employees, and invitees; (iii) damage or injury to the other persons or other persons' property caused by the acts or omissions of their own agents, employees, or invitees; and (iv) any other business or liability insurance that each may deem necessary to protect their own interests.

17. Assumption of Risk

AVBI undertakes and assumes for its officers, agents, affiliates, contractors and subcontractors and employees all risk of dangerous conditions, if any, on or about the water tower.

18. AVBI's Property

All items AVBI places on the Leased Site, including its Antenna Facilities, machinery, equipment, and trade fixtures, remain the property of AVBI even if affixed or attached to the Property, Leased Site, or water tower. Upon termination of this Lease, the above items belong to and are removable by AVBI, subject to the obligation of AVBI to repair any damage to the City's property as a result of the removal. Those items are not subject to any lien or encumbrance of the City or any third party acting pursuant to an agreement with the City. The City, however, does not relinquish any right to place a lien on those AVBI items pursuant to unpaid taxes as allowed by law.

19. Damage to Owner's Facilities

AVBI shall exercise reasonable precaution to avoid damage to the water tower and leased site, including contamination caused to the water supply.

20. Water Tower Maintenance

The City shall maintain in good order and repair the water tower.

21. Indemnity

- a. AVBI must indemnify the City against any and all claims and demands a third party asserts against the City arising out of damages to property and injury or death to persons, to the extent arising out of or caused by AVBI's installation, maintenance, presence, use, or removal of AVBI's equipment on the Leased Site, unless such damages or injury or death shall be due to the negligence or willful misconduct of the City (or the City's employees, agents, contractors or invitees).
- b. The City must indemnify AVBI against any and all claims and demands a third party asserts against AVBI arising out of damages to property and injury

or death to persons, to the extent arising out of or caused by the City's actions under this Lease. The indemnity obligations under this Paragraph 21 survive the expiration or earlier termination of the Lease.

22. Hazardous Substances

- a. For purposes of this Section 22, "Hazardous Substance" shall be interpreted to mean any substance or material defined or designated as hazardous or toxic waste, hazardous or toxic material, hazardous or toxic or radioactive substance, or other similar term by any applicable federal, state or local environmental law, regulation or rules presently in effect or promulgated in the future.
- b. The City represents and warrants that it has no knowledge, nor reasonably should have any knowledge, of any Hazardous Substance on the Leased Site.
- c. AVBI represents and warrants that its use of the Property will not generate any Hazardous Substance, and it will not store or dispose on the Property nor transport to or over the Property any hazardous substance.
- d. The parties each must indemnify, defend, and hold the other harmless from and against all losses arising from any breach of any representation made in Paragraph 22(a) by such party.

23. Assignment

This Lease may be freely assigned by AVBI, provided that no assignee may use the Tower for other than an AVBI communications system without the express written consent of the City. Upon such consent, any assignee assumes all applicable rights and obligations of AVBI under this Lease.

24. Termination

- a. AVBI shall have the right to terminate this Lease at any time without further liability to the City if: (i) AVBI cannot obtain all certificates, permits, licenses or other approvals (collectively "Approvals") required from any governmental authority and/or any easements required from any third party to conduct its telecommunications operations; (ii) such Approvals are canceled, expire, lapse, withdrawn or terminate; (iii) the City fails to hold legal title to the Property on which the Leased Site is located; (iv) the City does not have the authority to enter into this Lease under Section 27 of this Lease; (v) AVBI, in its sole discretion, determines that its equipment will not properly function at the Leased Site; or (vi) the results of any environmental analysis conducted during the term of this Lease or other test conducted on the Property shows material defects that would unduly restrict AVBI's proposed use of the Premises or show that it would be cost prohibitive in AVBI's view to proceed with AVBI's proposed use of the Leased Site.

- b. Upon termination of the Lease, if requested to do so by the City, AVBI shall remove the Antenna Facilities and all other equipment of AVBI located on the Leased Site. Such removal shall be done in a workmanlike and careful manner and without interference or damage to the water in the tower, the water tower, or any other equipment, structures or operations on the Leased Site and shall be completed within ninety (90) days of the termination of this Lease. Should AVBI fail to comply with this paragraph, City may contract for the removal of the property of AVBI from the Leased Site, dispose of said property at City's discretion and AVBI shall reimburse City for all costs associated with said removal and disposal.
- c. The parties may terminate this Lease upon mutual, written agreement.

25. Notices

All notices (except for notice of emergency access to the Property, which can be via telephone) shall be in writing and sent by U.S. certified mail; postage prepaid, return receipt requested or by overnight express delivery to the address of the party set forth above or as otherwise directed in writing by such party or as provided under applicable state law. Notice is deemed given three (3) days after being deposited in the U.S. Mail for certified mail delivery or one (1) day after being deposited with an overnight express delivery courier for delivery to the correct address. Notices shall be given to the Parties as follows:

Lessee:

Agri-Valley Broadband, Inc.
Attn: General Manager
7858 W. Pigeon Road
Pigeon, MI 48755
Phone: 989-453-1776 Fax: 989-453-3322

Ronald Richards
Foster, Swift, P.C.
313 S. Washington Square
Lansing, MI 48933
Phone: 517-371-8154 Fax: 517-367-7154

City:

As to Lease matters:
City of Manistee
Attn: City Manager
70 Maple Street, PO Box 358

Manistee, Michigan 49660
Phone: 231.398.2801

As to notice of work on Leased Site:
City of Manistee
Attn: Public Works Director
70 Maple Street, PO Box 358
Manistee, Michigan 49660
Phone: 231-723-7132 231 887-5073
 M-F 7:00-3:30 After hours

26. Compliance with Laws

- a. The City represents that the City's Property (including, without limitation, the Leased Site) and all improvements thereto, are in compliance with all building, life/safety, disability and other laws, codes and regulations of any governmental or quasi-governmental authority.
- b. AVBI agrees that, subject to the City's compliance with the terms of 26a, any improvements constructed by AVBI on the Leased Site and all of the operations of AVBI within the Leased Site shall be in compliance with all applicable laws, codes and regulations.

27. Miscellaneous

- a. AVBI shall peaceably and quietly have, hold and enjoy the Leased Site. The City shall not cause or permit any use of its Property to interfere with or impair the quality of the communications services being rendered by AVBI from the Leased Site, nor shall the City have unsupervised access to AVBI's equipment. However, AVBI assumes the risk that the City's use and operation of the Tower as a water tower is compatible with AVBI's intended wireless operations, equipment and antenna facilities.
- b. AVBI has agreed to provide the City at a later date some additional service or equipment of a to-be-determined nature upon both parties' mutual separate agreement for use in City business. at no cost to the City for the term of this Agreement and any Extension Term. Upon agreeing on the terms of the to-be-provided equipment or services, the parties must execute a written amendment to this Lease. If after negotiating for said additional service or equipment, the City and AVBI cannot arrive at a mutually acceptable agreement, AVBI shall increase its monthly rent by \$200 per month, subject to all other terms and conditions of the agreement.
- c. The City represents and warrants that the City has full authority to enter into and sign this Lease upon approval of the same by the City Council.

- d. The terms and conditions of this Lease shall extend to and bind the successors and assigns of the City and AVBI.
- e. The City, upon receipt of the fully executed lease from AVBI, shall immediately place this Lease on the next available City Council agenda, and if approved, execute and deliver within 5 days to AVBI.
- f. This Lease shall be construed to the laws of the State of Michigan.
- g. This Lease may only be amended by a writing signed by the City and AVBI.
- h. This Lease is not a franchise pursuant to Mich Const, 1963, Article VI, § 25 or § 30. Any such franchise must be obtained separately from the City. This lease contains all agreements, promises and understandings between the City and AVBI regarding the subject of this Lease, and any prior agreements are merged into this Lease. All exhibits are incorporated by reference. AVBI warrants that the officer signing this lease on behalf of the corporation has the necessary and appropriate authorizations for and on behalf of the governing board of the corporation, to execute this lease and bind AVBI to the same.
- i. Any dispute arising over this lease shall be heard in a court of competent jurisdiction in Manistee County, Michigan.
- j. If any part of this Lease is declared invalid by a court of competent jurisdiction, that declaration does not invalidate the remaining parts of this Lease.

The parties have executed this Lease as of the day and year set forth below:

AGRI-VALLEY BROADBAND, INC.

Witness

By: Raymond K. Leppien
Its: General Manager

CITY OF MANISTEE

By: Colleen Kenny
Its: Mayor

By: Michelle Wright
Its: Clerk

EXHIBIT A

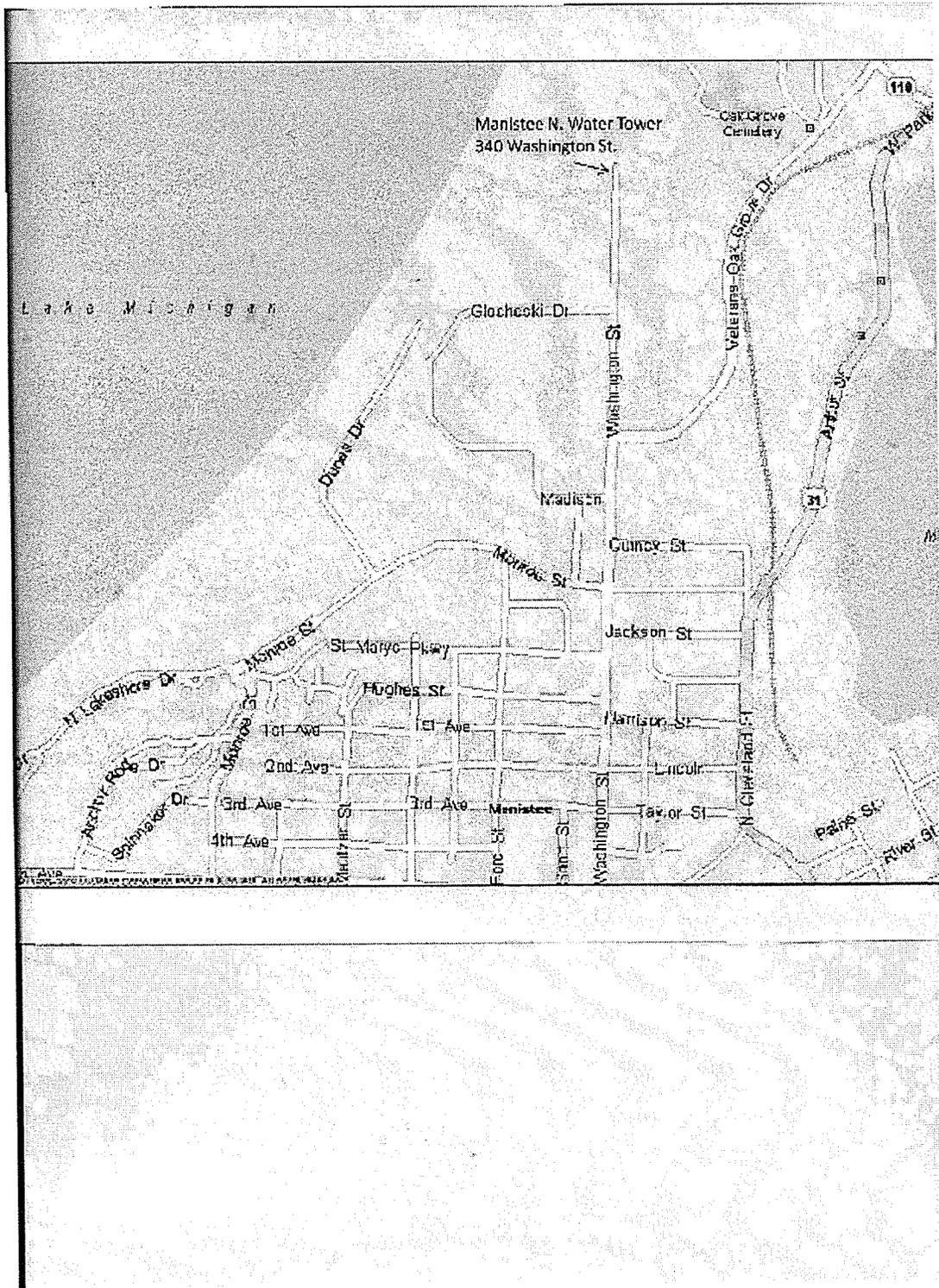
The legal description is: MANISTEE INDUSTRIAL PARK LOT 1. | P.ADDR: 340 WASHINGTON ST
[[SALE(74) 1325 0527 (89) 3514 0827, 830

The parcel number is: 51-155-001-00

The property address is: 340 Washington St., Manistee, MI 49660

EXHIBIT B

The lease site comprises approximately 50 square foot at the base of the Manistee North Water Tower and sufficient space on the Manistee North Water Tower to allow AVBI to locate the Antenna Facilities per the plan attached on Exhibit D and use the lease site per the site lease.



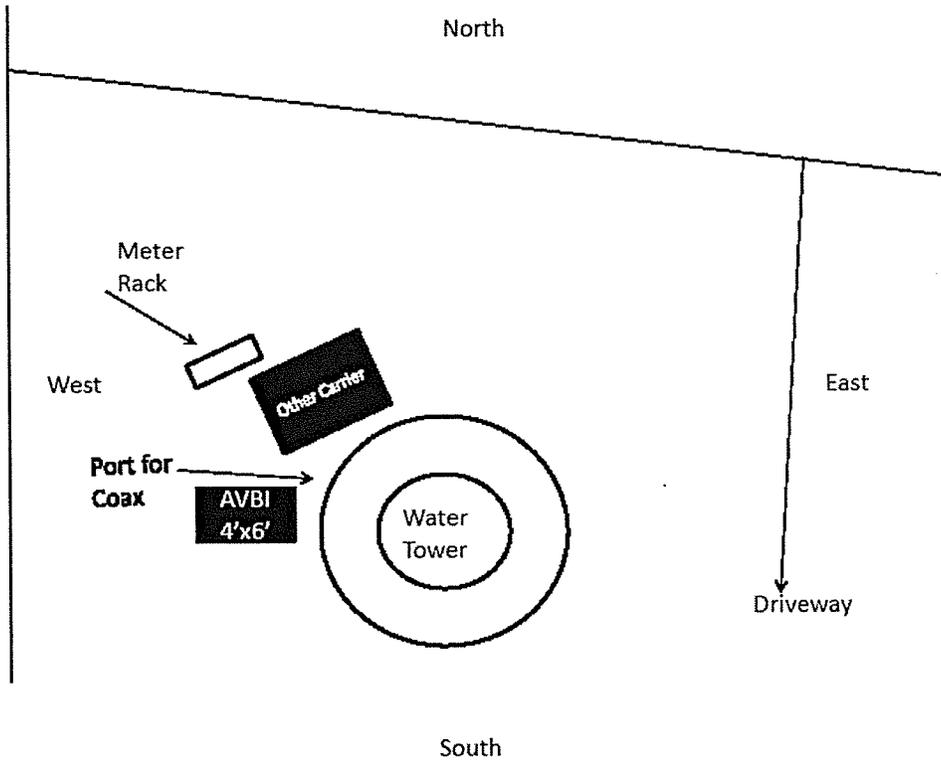


EXHIBIT C

Two (2) RET dual band Antenna (Andrew DBNXH-6565B-A2M)

Antenna mount on existing hand rail using a pipe mount if necessary

One (1) Hybrid Power/Fiber Cable 1 5/8"

Two (2) Remote Radio Units (Ericsson RRUS 11)

One (1) Base Station Cabinet (Ericsson RBS 6101)

Miscellaneous jumpers, fastening hardware, mounts and conduits

TX and RX Frequencies: TX: 740-746/2110-2120/2145-2155 RX: 710-716/1710-1720/1745-1755

Memo



MD
JRG

To: Mitch Deisch, City Manager
From: Jack R. Garber, DPW Director
cc: City Council
Date: August 16, 2012
Re: Interceptor Sewer Cleaning and Televising

Mitch,

Bids were received for the above mentioned project on August 15, 2012. Four contractors submitted bids for the City Project. Please note the contract consisted of a base bid to clean and televise approximately 6350 LFT of pipe and cleaning and televising 26 manhole structures. Bids received were as follows:

- | | | |
|--|----------|-----------------|
| <u>Advanced Underground Inspection, LLC</u> | Base Bid | = \$ 40,880.00 |
| ➤ No Bid Bond included | | |
| ➤ No Insurance Certificate Included | | |
| ➤ No schedule Submitted | | |
| ➤ No disposal bid (verbal) | | |
| ➤ Staff inserted incorrect unit price (verbal) | | |
| <u>Plummer's Environmental Services, Inc</u> | Base Bid | = \$ 110,610.00 |
| | Alt. Bid | = \$ 79,397.50 |
| ➤ Offered Alternate. Debris to be delivered to WWTP and City to be responsible for disposal. Would deduct \$ 31,212.50 | | |
| ➤ Schedule (verbal) 3 weeks | | |
| <u>Terra Contracting LLC-</u> | Base Bid | = \$ 148,625.58 |
| ➤ No Bid Bond included | | |
| ➤ No Insurance Certificate | | |
| ➤ Schedule is 24 working days (5 weeks) | | |
| <u>National Power Rodding Corp.</u> | Base Bid | = \$ 631,250.00 |
| ➤ No Bid Bond included | | |
| ➤ No Insurance Certificate included | | |
| ➤ No Schedule submitted. | | |

Admitted
JRG

BID TABULATION



PROJECT: _____

BID DATE: _____

CONTRACTOR NAME	BID BOND	INSURANCE	BASE BID	ALT. NO.	ALT. NO.	ALT. NO.	COMMENTS
Manistee	yes		\$10,610. ⁰⁰				Bid Bond X
National Power Holding Co	No		\$601,250. ⁰⁰				No Bid Bond
Advanced Industrial Co	No		\$40,880. ⁰⁰				No Bid Bond
The Tens Company	No		\$148,605. ⁵⁸				No Bid Bond

DEPARTMENT ORIGINATION: _____

SIGNATURES: _____

[Handwritten signatures]

National Power Rodding Corp. - Base Bid = \$631,250.00

- No Bid Bond included
- No Insurance Certificate Included
- No Schedule submitted

Based upon our review of the bids and conversations with company representatives, we are recommending the bid submitted by Advanced Underground Inspection, LLC be rejected due to clerical errors and non-responsiveness to the bid requirements.

We are recommending the City award a contract to Plummer's Environmental Services, Inc. in the amount of \$110,610.00. Should the City determine that they have the equipment and manpower available to clear debris from the drying beds at the WWTP and transport to the landfill, we further recommend that the alternate bid amount of \$79,368.00 be awarded. Please note, this amount differs from the Alternate bid amount by \$9.50, due to a rounding error. We have notified the contractor and they agree to the proposed amount.

Sincerely,

ABONMARCHE



Jeffrey W. Mikula
Vice President



Cindy Lokovich

From: George Saylor <gvs@gwsh.com>
Sent: Thursday, August 16, 2012 2:14 PM
To: Jeff Mikula; Mitch Deisch; Jack Garber
Cc: Cindy Lokovich
Subject: RE: Interceptor Sewer Cleaning

I have reviewed the proposed Contract and Recommendation Letter. The Contract incorporates by reference the General Conditions and Supplemental Conditions that were previously reviewed and revised. My assumption is that the revised Supplemental Conditions are those that are referenced in Article 9 of the Contract. I also understand that while there is no specific description of the Payment and Performance Bonds within the Contract, those documents provided in blank form in the package that was previously reviewed and will be attached with the signed Contract.

With the above assumptions, the language of the proposed Contract is acceptable.

George

From: Jeff Mikula [mailto:jmikula@abonmarche.com]
Sent: Thursday, August 16, 2012 9:04 AM
To: Mitch Deisch; Jack Garber; George Saylor
Subject: Interceptor Sewer Cleaning

Please find a copy of the Contract and a REVISED recommendation letter.

Jeffrey W. Mikula
Vice President
Abonmarche
T 231.723.1198 ext. 11
C 231.794.0551
F 231.723.1194
E jmikula@abonmarche.com
W www.abonmarche.com

Follow Abonmarche on Facebook:
www.facebook.com/abonmarche

Please consider the environment before printing this e-mail.

CONFIDENTIALITY NOTICE: This e-mail and any attachments are for the exclusive and confidential use of the intended recipient. If you are not the intended recipient, please do not read, distribute or take action in reliance upon this message. If you have received this e-mail in error, please notify us immediately by return mail or at the telephone number indicated above and promptly delete this message and its attachments from your computer system. We do not waive any work product privilege by the transmission of this message.

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

THIS AGREEMENT is by and between _____ City of Manistee _____ (“Owner”) and
_____ Plummer’s Environmental Services, Inc. _____ (“Contractor”).

Owner and Contractor hereby agree as follows:

ARTICLE 1 – WORK

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

Interceptor Sewer Cleaning and Televising

ARTICLE 2 – THE PROJECT

2.01 The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Interceptor Sewer Cleaning and Televising

ARTICLE 3 – ENGINEER

3.01 The Project has been designed by Abonmarche (Engineer), which is 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 *Dates for Substantial Completion and Final Payment*

- A. The Work will be substantially completed on or before Nov. 15, 2012, and completed and ready for final payment in accordance with Paragraph 14.07 of the General Conditions on or before November 15, 2012.

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 loss if the Work is not completed within the times specified in Paragraph 4.02 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. 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), Contractor shall pay Owner \$0.00 for each day that expires after the time specified in Paragraph 4.02 above for Substantial Completion until the Work is substantially complete. After Substantial Completion, if Contractor shall neglect, refuse, or fail to complete the remaining Work within the Contract Time or any proper extension thereof granted by Owner, Contractor shall pay Owner \$300.00 for each day that expires after the time specified in Paragraph 4.02 above for completion and readiness for final payment 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 an amount in current funds equal to the sum of the amounts determined pursuant to Paragraphs 5.01.A, 5.01.B, and 5.01.C below:

- A. For all Work other than Unit Price Work, a lump sum of: \$ _____

All specific cash allowances are included in the above price in accordance with Paragraph 11.02 of the General Conditions.

- B. For all Unit Price Work, an amount equal to the sum of the established unit price for each separately identified item of Unit Price Work times the actual quantity of that item:

Item No.	Description	UNIT PRICE WORK			
		Unit	Estimated Quantity	Bid Unit Price	Bid Price
1.	Clean and Televiser, Sanitary Sewer, Greater than 24"	FT	6350	\$11.68	\$74,168.00
2.	Clean and Televiser, Manhole	Ea	26	\$200.00	\$5,200.00
Total of all Bid Prices (Unit Price Work)					<u>\$79,368.00</u>

The Bid prices for Unit Price Work set forth as of the Effective Date of the Agreement are based on estimated quantities. As provided in Paragraph 11.03 of the General Conditions, estimated quantities are not guaranteed, and determinations of actual quantities and classifications are to be made by Engineer as provided in Paragraph 9.07 of the General Conditions.

C. For all Work, at the prices stated in Contractor's Bid, attached hereto as an exhibit.

ARTICLE 6 – PAYMENT PROCEDURES

6.01 *Submittal and Processing of Payments*

A. Contractor shall submit Applications for Payment in accordance with Article 14 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 during performance of the Work as provided in Paragraph 6.02.A.1 below. The contractor may make an Application for Payment every two weeks. All such payments will be measured by the schedule of values established as provided in Paragraph 2.07.A of 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 in the General Requirements.

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 Engineer may determine or Owner may withhold, including but not limited to liquidated damages, in accordance with Paragraph 14.02 of the General Conditions.

a. 90 percent of Work completed (with the balance being retainage). If the Work has been 50 percent completed as determined by Engineer, and if the character and progress of the Work have been satisfactory to Owner and Engineer, then as long as the character and progress of the Work remain satisfactory to Owner and Engineer, there will be no additional retainage; and

b. 50 percent of cost of materials and equipment not incorporated in the Work (with the balance being 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 as Engineer shall determine in accordance with Paragraph 14.02.B.5 of the General Conditions and less 200 percent of Engineer's estimate of the value of Work to be completed or corrected as shown on

the tentative list of items to be completed or corrected attached to the certificate of Substantial Completion.

6.03 *Final Payment*

- A. Upon final completion and acceptance of the Work in accordance with Paragraph 14.07 of the General Conditions, Owner shall pay the remainder of the Contract Price as recommended by Engineer as provided in said Paragraph 14.07.

ARTICLE 7 – INTEREST

- 7.01 All moneys not paid when due as provided in Article 14 of the General Conditions 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 Agreement, Contractor makes the following representations:
 - A. Contractor has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.
 - B. Contractor has visited the Site 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 federal, state, and local 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 contiguous to the Site and all drawings of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities), if any, that have been identified in Paragraph SC-4.02 of the Supplementary Conditions as containing reliable "technical data," and (2) reports and drawings of Hazardous Environmental Conditions, if any, at the Site that have been identified in Paragraph SC-4.06 of the Supplementary Conditions as containing reliable "technical data."
 - E. Contractor has considered the information known to Contractor; 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, including any specific means, methods, techniques, sequences, and procedures of construction expressly required by the Contract Documents; and (3) Contractor's safety precautions and programs.

- F. Based on the information and observations referred to in Paragraph 8.01.E above, Contractor does not consider that 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 Documents.
- 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.

ARTICLE 9 – CONTRACT DOCUMENTS

9.01 *Contents*

- A. The Contract Documents consist of the following:
 - 1. This Agreement (pages 1 to 8, inclusive).
 - 2. Performance bond (pages _____ to _____, inclusive).
 - 3. Payment bond (pages _____ to _____, inclusive).
 - 4. Other bonds (pages _____ to _____, inclusive).
 - a. _____ (pages _____ to _____, inclusive).
 - b. _____ (pages _____ to _____, inclusive).
 - c. _____ (pages _____ to _____, inclusive).
 - 5. General Conditions (pages 1 to 62, inclusive).
 - 6. Supplementary Conditions (pages 1 to 11, inclusive).
 - 7. Specifications as listed in the table of contents of the Project Manual.
 - 8. Drawings consisting of _____ sheets with each sheet bearing the following general title: _____ [or] the Drawings listed on attached sheet index.
 - 9. Addenda (numbers _____ to _____, inclusive).
 - 10. Exhibits to this Agreement (enumerated as follows):
 - a. Contractor's Bid (pages 1 to 5, inclusive).

- b. Documentation submitted by Contractor prior to Notice of Award (pages 1 to 5, inclusive).
 - c. *[List other required attachments (if any), such as documents required by funding or lending agencies].*
11. The following which may be delivered or issued on or after the Effective Date of the Agreement and are not attached hereto:
- a. Notice to Proceed (pages _____ to _____, inclusive).
 - b. Work Change Directives.
 - c. Change 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 Paragraph 3.04 of 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. 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, moneys that may become due and moneys that are 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 partners, successors, assigns, and legal representatives to the other party hereto, its partners, 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*

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement. Counterparts have been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or have been identified by Owner and Contractor or on their behalf.

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

OWNER:

City of Manistee _____

By: _____

Title: _____

Attest: _____

Title: _____

Address for giving notices:

(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.)

CONTRACTOR

Plummer's Environmental, Inc. _____

By: _____

Title: _____

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

Attest: _____

Title: _____

Address for giving notices:

License No.: _____

(Where applicable)

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

Agent for service of process:

MEMO TO: Mayor Colleen Kenny
Members of City Council

FROM: Mitch Deisch, City Manager



DATE: August 14, 2012

SUBJECT: Agreement between the City of Manistee
and Mitchell D. Deisch

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

During the annual City Manager review conducted on Wednesday, August 8, 2012 City Council and the City Manager agreed to amend their employment agreement.

The agreed upon changes were as follows:

1. Increase salary (Section 4.1.) by 3%; which is the same increase received by other Department Directors who have not reached the top of the wage scale. The new annual salary will be \$92,824.00.
2. Increase severance pay from six months to twelve months (Section 4.C.vii).

No other changes, except dates and mayoral signature line were made to this agreement.

MDD

Cindy Lokovich

From: George Saylor <gvs@gwsh.com>
Sent: Wednesday, August 15, 2012 11:15 AM
To: Cindy Lokovich
Subject: RE: Manager Contract -2012
Attachments: image001.png

Cindy:

I have reviewed the Manager Contract with changes that were made per my understanding of what may be acceptable both to the City Manager and Council. The changes accurately reflect my understanding and the Agreement appears to be clear and unambiguous, thus I am conveying my approval of the form of the Agreement.

George

From: Cindy Lokovich [mailto:clokovich@manisteemi.gov]
Sent: Wednesday, August 15, 2012 8:30 AM
To: George Saylor
Subject: Manager Contract -2012
Importance: High

Good Morning George:

I have attached the revised Manager Contract for your review and approval. It is on the next agenda so Mitch should have had this to you last week however I just received it late yesterday.

Following the annual review held on August 8, 2012 the agreed upon changes were as follows:

1. Increase salary (Section 4.1.) by 3%; which is the same increase received by other Department Directors who have not reached the top of the wage scale. The new annual salary will be \$92,824.00.
2. Increase severance pay from six months to twelve months (Section 4.C.vii).

No other changes, except dates and mayoral signature line were made to this agreement.

Please review and respond ASAP. Thanks,

Cindy

Cynthia J. Lokovich, CAP-OM
Executive Secretary
City of Manistee
P. O. Box 358
Manistee MI 49660-0358
231-398-2801
231-723-1546 fax
clokovich@manisteemi.gov
www.manisteemi.gov

AGREEMENT

This Agreement is entered into this 21st day of August, 2012, by and between the **City of Manistee**, a Municipal Corporation (hereinafter “City”), of 70 Maple Street, Manistee, MI 49660, and **Mitchell D. Deisch** (hereinafter “MD”). The parties agree and contract as follows:

1. **Appointment and Employment as City Manager.** The City hereby appoints MD as the City Manager in accordance with the Charter of the City of Manistee, Sections 2.14 and 5.1, *et seq.*, to serve in the capacity of City Manager and perform the duties and functions as described in the Charter of the City of Manistee in Section 5.3, and perform such other duties and functions as may from time to time be assigned by the City Council. Such appointment shall continue from MD’s original appointment of September 10, 2001 and be effective as of July 1, 2006, and shall continue until such appointment is withdrawn by the City Council or MD terminates employment with the City.
2. **Acceptance of Appointment.** MD accepts the appointment as City Manager and promises to faithfully, and to the best of his efforts, discharge the duties, functions and responsibilities of such office as the same are contained in the Charter of the City of Manistee and that may be assigned from time to time by the City Council.
3. **At-Will Appointment and Employment.** MD acknowledges and agrees that the appointment and employment as City Manager for the City is an “at-will” appointment in accordance with the Charter provisions of the City of Manistee, being Section 2.14 and 5.1, *et seq.* The City may terminate the employment of MD as City Manager at its pleasure, subject to the terms and conditions contained in this Agreement only.
4. **Remuneration.**
 - A. **Salary and Evaluation.** During the term of appointment, the City Manager shall be remunerated at a salary to be set from time to time by the City Council. The annual rate of remuneration for MD shall be Ninety-Two Thousand, Eight Hundred and Twenty-Four Dollars (\$92,824.00) per year, payable weekly, less any applicable federal, state and local taxes.
 - B. **Performance Evaluation and Salary Adjustment(s).** Performance goals and objectives will be established annually.
 - C. **Fringe Benefits.** During the term of appointment, MD, as the City Manager, shall also receive the following fringe benefits:
 - i. If available, the City will continue MD’s Michigan Employment Retirement Systems defined contribution plan (MERS), with the City contributing Thirteen percent (13%) of the City Manager’s annual base salary to such plan. As an alternative, and not in addition to continuing his MERS plan, MD may elect to participate in the City’s deferred compensation and pension plan, subject to the terms and conditions of eligibility and contribution limits

of such plans. If MD elects to participate in the deferred compensation and pension plans of the City in lieu of continuing his MERS plan, or if the MERS plan cannot be continued with MD's appointment and employment as the City Manager for the City of Manistee, the City and MD will, in good faith, negotiate the terms of the City's contribution to its deferred compensation and pension plan on behalf of MD.

Pension Plan/Deferred Compensation plan contribution amounts will be reviewed annually.

- ii. **Vacations**. MD shall be entitled to four (4) weeks paid vacation per annum commencing January 1, in addition to any vacation accrued but not used from previous contracts.
- iii. **Insurance**. MD shall receive those insurance benefits provided other City supervisory personnel excluding compensatory time but including:
 - a. Blue Cross/Blue Shield (family coverage B medical and health insurance);
 - b. Term life insurance in an amount of 150% of the City Manager's annual salary;
 - c. Sickness and accident insurance; and
 - d. Paid holidays.
- iv. **Car Allowance** The City shall lease, and insure, a motor vehicle for use by MD on official City business.
- v. **Professional Dues and Continuing Education**. The City shall provide membership dues for involvement in professional organizations, such as the International City, County Management Association, and the Michigan Local Government Management Association that are directly in the interest of the City and MD's performance as City Manager on behalf of the City, as approved by the City Council. Further, the City will pay for attendance at continuing education for seminars and classes directly in the interest of the City and MD's performance as City Manager on behalf of the City, as approved in advance by the City Council. MD shall also be eligible for those educational benefits provided for under the City's education policy, as the same is established and amended from time to time.
- vi. **Hold Harmless**. The City will indemnify and hold MD harmless from liability for any claims or demands arising out of an act or omission occurring in the performance of MD's duties as City Manager, except as to those acts or omissions deemed to constitute gross negligence, deliberate misconduct, intentional discrimination or criminal acts.

**APPLICANTS NEEDED
CITY OF MANISTEE**

BOARD OF REVIEW. (1) regular member - unexpired term ending 12/31/12; and possibly (1) alternate member term ending 12/31/14. Applicants shall be taxpaying electors of the City who are owners of property assessed for taxes in the City and, at the time of their appointment, are neither elected or appointed officials of the City.

Application forms are available at the City Clerk's office, 70 Maple Street or <http://www.manisteemi.gov> . Appointments will be made at the August 21, 2012 City Council meeting.



RECEIVED

JUL 23 2012

CITY OF MANISTEE
CLERK-TREASURER

CITY
ASSESSOR

JUL 23 2012

CITY OF
MANISTEE

APPLICATION FOR APPOINTMENT

Thank you for your expression of interest in serving this community by volunteering for appointment to a board or commission. Please provide the requested information in addition to any other information you think appropriate for the Mayor and City Council to consider. Please plan on attending the Council meeting at which this matter will be considered. The public notice for this vacancy included that date.

BOARD OR COMMISSION APPLIED FOR: Board of Review (Reg member)

NAME: LYNDA BEATON

ADDRESS: 256 Hughes St
Manistee, Mi. 49660

PHONE: (Home) 887-4039 (Work) 231-383-0404

E-MAIL: LjBeat52@yahoo.com personal or work

I want to volunteer for this position because:
I have already served as an alternate

Please add any particular education, experience or background you think appropriate to include:
As alternate, I've already served as a
reg member for all tax review meetings
since the beginning of 2012

Feel free to attach any additional information.

I (will) (will not) be able to attend the Council meeting. Please circle one. *depends on date of mtg.*

Lynda Beaton 7/23/12
Signature Dated

The City of Manistee does not discriminate on the basis of race, color, religion, sex, national origin, age or disability. If you have a disability and may need accommodation to participate fully on this board or commission, please contact the City ADA Officer, or check this box and someone will contact you to discuss your needs.



RECEIVED
JUL 26 2012
CITY OF MANISTEE
TREASURER

APPLICATION FOR APPOINTMENT

Thank you for your expression of interest in serving this community by volunteering for appointment to a board or commission. Please provide the requested information in addition to any other information you think appropriate for the Mayor and City Council to consider. Please plan on attending the Council meeting at which this matter will be considered. The public notice for this vacancy included that date.

BOARD OR COMMISSION APPLIED FOR: BOARD OF REVIEW

NAME: MARY MURTON
ADDRESS: 349 5th Ave.
MANISTEE MI 49660

PHONE: (Home) 231-887-4083 (Work) _____

E-MAIL: MaryMURTON@aol.com (X) personal or () work

I want to volunteer for this position because: OF MY INTEREST IN PROPERTY VALUES AND METHOD OF DETERMINING VALUES. I WANT TO BE INVOLVED WITH OUR GREAT LITTLE CITY!

Please add any particular education, experience or background you think appropriate to include:
THIRTY PLUS YEARS AS A REAL ESTATE BROKER, VALUE OF REAL ESTATE HAS BEEN VERY IMPORTANT TO MY SUCCESSFUL CAREER, MOSTLY IN ANN ARBOR AREA. I HAVE OWNED PROPERTY IN MANISTEE FOR TEN + YEARS.

I (will) (will not) be able to attend the Council meeting. Please circle one.

Mary Murton 7-25-12
Signature Dated

Regular or alternate

The City of Manistee does not discriminate on the basis of race, color, religion, sex, national origin, age or disability. If you have a disability and may need accommodation to participate fully on this board or commission, please contact the City ADA Officer, or check this box and someone will contact you to discuss your needs.



RECEIVED

AUG 13 2012

CITY OF MANISTEE
CLERK-TREASURER

APPLICATION FOR APPOINTMENT

Thank you for your expression of interest in serving this community by volunteering for appointment to a board or commission. Please provide the requested information in addition to any other information you think appropriate for the Mayor and City Council to consider. Please plan on attending the Council meeting at which this matter will be considered. The public notice for this vacancy included that date.

BOARD OR COMMISSION APPLIED FOR: Brownfield redevelopment
authority

NAME: Michael Wayne Mackin

ADDRESS: 237 6th Ave
Manistee MI

PHONE: (Home) 231 510 0876 (Work) _____

E-MAIL: HandofShiva@yahoo.com personal or work

I want to volunteer for this position because:

I believe in this town and I want to help
make it a better place. I have been insight and
knowledge of some of the sights you are dealing
with

Please add any particular education, experience or background you think appropriate to include:

I have served on both The Friendship Society Board
and the Rice for 4 years, also 2 years on the
CMHMM advisory Board for 2 years once as co chair

Feel free to attach any additional information.

I (will) (will not) be able to attend the Council meeting. Please circle one.

[Signature]
Signature

8 13 12
Dated

The City of Manistee does not discriminate on the basis of race, color, religion, sex, national origin, age or disability. If you have a disability and may need accommodation to participate fully on this board or commission, please contact the City ADA Officer, or check this box and someone will contact you to discuss your needs.



**Manistee County Humane Society
PO Box 144
736 Paws Trail
Manistee, MI 49660**

July 24, 2012

**City of Manistee
City Council
280 Washington St.
Manistee, MI 49660**

Dear City Manager,

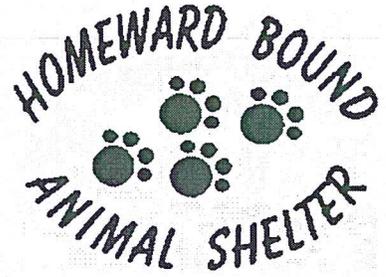
The Manistee County Humane Society would like to hold our annual Tag Day fundraiser on August 24 and 25, 2012 in the city of Manistee. This is one of our largest fundraisers of the year to support Homeward Bound Animal Shelter.

Thank you for your consideration.

Lorrie Manthei

Lorrie

Comm. Chair, MCHS



To: Mayor Kenny
Manistee City Council Members

CC: Mitch Diesch, City Manager

From: Deb Green

Date: 8/14/2012

Re: Strut Your Mutt on the River Walk

Dear Mayor Kenny and City Council Members,

Manistee County Homeward Bound Animal Shelter will be holding its annual fundraising event Strut Your Mutt on Sunday, September 30th. Once again we are asking for permission to hold this event utilizing the River walk. Last year the Manistee City Council granted us this great one-day opportunity for citizens and visitors in our community to enjoy the river walk with their four-legged family member while raising funds for Homeward Bound, a no-kill shelter. Because of this unique opportunity, last year we raised over \$2,700 for the shelter.

In the first ever Strut Your Mutt on the River walk we had over sixty participants and their dogs who came out to enjoy the beautiful day and the rare opportunity to walk along the river. It was a fabulous day and everyone commented on how much fun they had and looked forward to the next one. Not only did we have many of our local citizens but the event drew in a couple from Ohio who were in Ludington vacationing. They had heard about the event and decided to walk their dog before their journey back to Ohio. They had never been to Manistee until then and had a wonderful time. This year we hope to have more participants and working hard to achieve that goal.

With the construction now complete on the west end of First Street, we would once again like to set up in front of the marina and be able to utilize the entire walk. We had many people requesting a longer walk and hoped that the next walk would include the entire length of the river walk. We are requesting to start on the street by the Marina continuing west on the sidewalk of First Street, turning on to the river walk near the boat launch and moving east along the river walk and back up to River Street before House of Flavors and then back through town. We would like to hold this event from 1:00 pm until 4:00 pm. Each participating dog will receive a special bandana to identify that they are part of the event. Volunteers will be stationed along the river walk to assist the participants. We hope you will consider and grant us this opportunity.

Thank you,

Deb Green
Manistee County Humane Society
Board Member