

MANISTEE CITY COUNCIL

MEETING AGENDA

TUESDAY, SEPTEMBER 18, 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 Annual Paint the Town Pink Walk.

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

***V. Approval of Minutes.** Approval of the minutes of the September 4, 2012 regular meeting and the September 11, 2012 work session as attached.

VI. Financial Report.

***a.) APPROVAL OF PAYROLL.**

*b.) MONTHLY BILLS.

VII. Unfinished Business.

VIII. New Business.

a.) CONSIDERATION OF HUD RECOVERY AGREEMENT AND ACTION PLAN FOR THE MANISTEE HOUSING COMMISSION.

The Manistee Housing Commission, through the U.S. Department of Housing and Urban Development (HUD), received notification of a financially troubled status. The City of Manistee was requested by HUD to partner with the Housing Commission to rectify the troubled status. A Financial Recovery Plan was created and ultimately approved by the Manistee Housing Commission Board of Commissioners by Resolution 2011-04. With Housing Commission Resolution 2012-18 the Board of Commissioners has further authorized the President of the Board and the Executive Director of the Housing Commission to execute the HUD Recovery Agreement.

The City of Manistee is being asked to partner with the Housing Commission in the completion of the Action Plan. Section XXIV of the Recovery Agreement states:

“The City of Manistee, through its Appointing Authority, acknowledges the importance of effective governance as part of the recovery and sustainability of the Manistee Housing Commission. As a signatory of this Agreement, the City of Manistee commits to oversee and monitor its duly appointed agents, the appointees to the Manistee Housing Commission Governing Board, in the discharge of their duties. Upon the discovery of any failure of the Manistee Housing Commission Board to discharge its duties under this Agreement, the City of Manistee will take all necessary steps to correct the Board's actions or omissions and ensure compliance with the terms of this Agreement.”

At this time Council could take action to authorize the Mayor and City Clerk to execute the Manistee Housing Commission HUD Recovery Agreement.

b.) CONSIDERATION OF MNRTF DEVELOPMENT PROJECT AGREEMENT, FIRST STREET BEACH HOUSE DEVELOPMENT.

The Michigan Department of Natural Resources (MNRTF) approved the City of Manistee's request for a \$280,000 grant to assist in funding the First Street Beach House Development. A Council resolution is required as an attachment to the MNRTF Development Project Agreement. The City Attorney has reviewed and approved the agreement.

At this time Council could take action to adopt a resolution accepting the terms of the Michigan Department of Natural Resources Trust Fund Development Project Agreement and authorize the Mayor and City Clerk to execute the necessary documents.

c.) CONSIDERATION OF JOSLIN COVE WATER MAIN LOOP BID AND EASEMENT.

On March 15, 2010 two bids were received to finish the Joslin Cove Water Main Loop. The bids were as follows:

Swidorski Brothers	\$34,400
Elmer's	\$37,656

Swidorski Brothers submitted the low bid for the project and agree to honor the bid of \$34,400.

In accordance with the Development Agreement between the City and the Developers, the Developers have provided a Utility Easement to the City. This Easement needs to be accepted by the City to proceed with the project. The City Attorney has reviewed and approved the contract and the easement.

At this time Council could take action to accept the easement and bid from Swidorski Brothers to finish the Joslin Cove Water Main Loop for a cost of \$34,400; and further authorize the Mayor and City Clerk to execute the necessary documents.

d.) CONSIDERATION OF AGREEMENT TO PROVIDE SERVICES, OAK GROVE CREMATION CENTER, INC.

The City of Manistee approved an Agreement to Provide Services to Mowry Buick Pontiac Oldsmobile, Inc. at 309 Parkdale Avenue in 1992. This agreement allowed connection to the City sewer line that runs in front of the property.

Oak Grove Cremation Center, Inc. has purchased the property at 309 Parkdale Avenue and is in the process of constructing a new Funeral Home and would like to connect to City water also. The City Attorney has prepared a new Agreement to Provide Services that would allow Oak Grove Cremation Center, Inc., 309 Parkdale Avenue to connect to both City water and sewer.

At this time Council could take action to approve the request from Oak Grove Cremation Center, Inc., 309 Parkdale Avenue to connect to City water and sewer; and authorize the Mayor and City Clerk to execute the necessary documents.

e.) **CONSIDERATION OF REMOVAL AND INSTALLATION OF NEW FENCING AT RIETZ PARK BALL DIAMOND.**

The City of Manistee / Manistee Saints received a Local Revenue Sharing Board grant in the amount of \$45,800 for improvements to Rietz Park Baseball Diamond. A portion of the money received is to remove the old fencing and replace the perimeter fencing around the entire diamond. The existing fence is more than twenty years old and failing in numerous locations; creating safety issues. Bids were received and opened on August 30, 2012. One bid was received from Straight Fence in the amount of \$33,900.

Straight Fence has signed a letter of agreement. The City Attorney is in the process of preparing a formal contract. Once the contract is completed it will be forwarded to Council for their review.

At this time Council could take action to award a contract to Straight Fence for the removal and installation of new fencing at Rietz Park in the amount of \$33,900; and further authorize the Mayor and City Clerk to execute the documents.

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

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

BROWNFIELD REDEVELOPMENT AUTHORITY – One unexpired term ending 6/30/14, Mayoral appointment.

None received.

COMPENSATION COMMISSION – Two vacancies, five year term ending 9/30/17, Mayoral appointment.

None received.

ZONING BOARD OF APPEALS – One vacancy (alternate member), unexpired term ending 5/31/15, Mayoral appointment.

None received.

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 ALLIANCE FOR ECONOMIC SUCCESS.

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

At this time Mr. Tim Ervin will report on the activities of the Alliance for Economic Success 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, October 9, 2012 at 7:00 p.m. Items will include a discussion with the Downtown Development Authority, discussion on deer herd management and project updates; and such business as may come before the Council. No action is required on this item.

*c.) CONSIDERATION OF ANNUAL PAINT THE TOWN PINK WALK.

The West Shore Healthcare Foundation is requesting to conduct their annual Paint the Town Pink Walk on Thursday, October 18, 2012 beginning at Cornerstone Park. Social hour will be from 4 to 5 p.m., with a short ceremony to follow. Following the ceremony participants will walk the Riverwalk to the House of Flavors and then follow River Street back to Cornerstone Park. Businesses and organizations will be offered the opportunity to host "pit stops" along the walk and River Street merchants will be asked to decorate in pink for the cause.

At this time Council could take action to authorize the annual Paint the Town Pink Walk on Thursday, October 18, 2012.

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.

XI. Adjourn.

MDD:cl

COUNCIL AGENDA ATTACHMENTS:

Council Meeting Minutes – September 4, 2012
Council Work Session Minutes – September 11, 2012
Monthly Bills
HUD Recovery Agreement
MNRTF Project Agreement
Joslin Cove Water Main Contract
Oak Grove Utility Extension Agreement
Rietz Park Fencing Agreement
Board and Commission Applications
Paint the Town Pink Request

PROCEEDINGS OF THE MANISTEE CITY COUNCIL – September 4, 2012

A regular meeting of the Manistee City Council was called to order by her honor, Mayor Colleen Kenny on Tuesday, September 4, 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 – Kate Glancy, Deputy City Clerk – Mary Bachman, Community Development Director – Jon Rose, DPW Director – Jack Garber, and Public Safety Director – Dave Bachman.

CITIZEN COMMENTS ON AGENDA RELATED ITEMS.

Dave Barber, Manistee News Advocate, introduced Eric Sagonowsky as the newest reporter for the Manistee News Advocate. Eric will be covering the City Beat.

CONSENT AGENDA.

- Minutes - August 21, 2012 - Regular Meeting
- Payroll - August 20 – September 2, 2012 - \$ 115,183.99
- Cash Balances Report - July 2012
- Notification Regarding Next Work Session – September 11, 2012
A discussion will be conducted on the Joslin Cove water main, Riverfront leases, and regular project updates; and such business as may come before the Council.
- Consideration of Hops & Props on the River
The Manistee Main Street Downtown Development Authority has submitted their annual request for an event on Saturday, September 8, 2012. The new event, Hops & Props on the River, replaces the Port City Street Fair. River Street will be closed to traffic from Oak Street to Spruce Street for vendors and entertainment. An event description and entertainment tent layout have been attached.

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

With a roll call vote this motion passed unanimously.

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

**MANISTEE CITY COUNCIL
WORK SESSION
MINUTES OF SEPTEMBER 11, 2012**

The Manistee City Council met in a work session on Tuesday, September 11, 2012 at 7:00 p.m., Council Chambers, City Hall, 70 Maple Street, Manistee MI 49660.

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

MEMBERS ABSENT:

OTHERS PRESENT: Department Directors. Media and Public

Discussion on Riverfront Leases. Current riverfront leases expire on December 31, 2012. The Community Development Director, the Finance Director and the City Assessor met to discuss and felt that the current economic downturn has impacted various values and rates in the community and that riverfront lease rates should be adjusted accordingly. Questions and comments by Council were answered by staff.

Majority of Council wanted to see the lease timeframe reduced from ten years to five years. Community Development Director Jon Rose will contact lessees to discuss.

Consensus: To support the recommendations from staff on riverfront leases, contingent upon lease terms to be reduced from ten years to five years; and have this item placed on a future agenda for formal Council action.

2012 Capital Project Update. Mitch Deisch, City Manager presented updates on the Maple Street Bridge, First Street Upgrade, Fish Cleaning Station, First Street Pavilion, SSES Project, Interceptor sewer cleaning, Joslin Cove water main, Riverbank sewer, Small Urban Grant application for Kosciusko, Maple Street drainage improvements, Phragmites treatment at Man-Made Lake, and project closeouts. Significant discussion was held on several of the projects. Councilmember Scrimger voiced a concern on using water and sewer funds on storm water related improvements; staff agreed. Regular updates will be made to Council throughout the construction season during work sessions.

Several questions and comments by Council were responded to by staff.

Adjourned at 8:45 p.m.

Respectfully submitted,



Mitch Deisch, City Manager

MDD:cl

INVOICE APPROVAL LIST BY FUND
08/09/12

Date: 08/09/2012
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.	RED CLOUD TELECOM ADVISORS	36504		08/02/2012	450.00
101-100-801.000	Pro.Serv.	June 12 - AT&T/MiDeal Services		1320		
101-100-822.000	Pro.Serv.	PNC BANK	36500	July 2012	08/24/2012	125.00
101-100-822.000	Insurance	Credit Card Charges				
101-100-822.000	Insurance	MICHIGAN MUNICIPAL LIABILITY	36481	6589201	08/17/2012	77,389.00
101-100-822.000	Insurance	Pool Renewal Premium				
101-100-855.000	Cell Phone	AT&T MOBILITY	36429		08/27/2012	1,047.11
101-100-855.000	Cell Phone	Monthly Service		837869502X07282012		
101-100-859.000	DataIntern	CHARTER COMMUNICATIONS INC.	36436		07/22/2012	224.99
101-100-859.000	DataIntern	Monthly Service - City Hall		#8245 12 209 0088022 - Aug 12		
101-100-859.000	DataIntern	CHARTER COMMUNICATIONS INC.	36436		07/22/2012	6.16
101-100-859.000	DataIntern	Monthly Service - City Hall		#8245 12 209 0076258 - Aug 12		
101-100-925.001	Electric	CONSUMERS ENERGY	36446		08/19/2012	10,636.62
101-100-925.001	Electric	Electric Usage				
101-100-960.000	Bank Charg	BANK OF NEW YORK MELLON	36431		07/20/2012	150.00
101-100-960.000	Bank Charg	Paying Agent Fee		252-1643072		
101-100-992.006	2010 DDA R	BANK OF NEW YORK MELLON TRUST	36432		07/23/2012	105,000.00
101-100-992.006	2010 DDA R	TAS 779991 - Princ + Int		Jul 12 - BNYLOANS/MNSTECTY1ORF		
101-100-997.006	2010 DDA R	BANK OF NEW YORK MELLON TRUST	36432		07/23/2012	14,700.00
101-100-997.006	2010 DDA R	TAS 779991 - Princ + Int		Jul 12 - BNYLOANS/MNSTECTY1ORF		
101-100-999.000	TrfOut	CITY OF MANISTEE COMMON ACCT	36439		08/01/2012	5,000.00
101-100-999.000	TrfOut	Ramsdell Theatre Oper.Transfer				
Total GENERAL						214,728.88
Dept: LEGISLATIVE						
101-101-860.000	Trav/Train	NORTHWEST MICHIGAN COUNCIL	36492		07/31/2012	55.00
101-101-860.000	Trav/Train	Placemaking & Historic Preserv				
101-101-860.000	Trav/Train	PNC BANK	36500	July 2012	08/24/2012	797.40
101-101-860.000	Trav/Train	Credit Card Charges				
Total LEGISLATIVE						852.40
Dept: MANAGER						
101-172-712.012	Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC	36424		09/05/2012	6.95
101-172-712.012	Costs-HRA	Flex/HRA Admin - Aug 12		5975		
101-172-860.000	Trav/Train	PNC BANK	36500	July 2012	08/24/2012	265.80
101-172-860.000	Trav/Train	Credit Card Charges				
101-172-860.000	Trav/Train	PNC BANK	36500	July 2012	08/24/2012	31.32
101-172-860.000	Trav/Train	Credit Card Charges				
101-172-860.000	Trav/Train	PNC BANK	36500	July 2012	08/24/2012	466.05
101-172-860.000	Trav/Train	Credit Card Charges				
101-172-860.000	Trav/Train	PNC BANK	36500	July 2012	08/24/2012	159.00
101-172-860.000	Trav/Train	Credit Card Charges				
101-172-870.000	Membership	MANISTEE SUNRISE ROTARY CLUB	36476		07/30/2012	130.00
101-172-870.000	Membership	Semi Annual Dues - Deisch				
101-172-957.000	Motor Pool	CITY OF MANISTEE COMMON ACCT	36439		08/01/2012	770.83
101-172-957.000	Motor Pool	Equipment Rental - Motor Pool				
101-172-985.000	Lease Pur.	US BANK EQUIPMENT FINANCE	36516		07/22/2012	92.48
101-172-985.000	Lease Pur.	Kyocera Copier - Manager/Polic		208107805		
Total MANAGER						1,922.43
Dept: CLERK						
101-215-712.012	Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC	36424		09/05/2012	6.95
101-215-712.012	Costs-HRA	Flex/HRA Admin - Aug 12		5975		
101-215-728.000	OperSupp	JACKPINE BUSINESS CENTERS	36466		08/25/2012	36.86
101-215-728.000	OperSupp	Add Label, File Pocket		334687-0		
101-215-728.000	OperSupp	ADVANCED BENEFIT SOLUTIONS INC	36424		09/05/2012	4.50
101-215-728.000	OperSupp	Flex/HRA Admin - Aug 12		5975		
101-215-740.000	Election E	JACKPINE BUSINESS CENTERS	36466		08/26/2012	8.97
101-215-740.000	Election E	Ribbons		334796-0		
101-215-740.000	Election E	FILER CHARTER TOWNSHIP	36455		08/07/2012	11.40
101-215-740.000	Election E	Reimburse - Advertisement		Primary Election - Aug 2012		
101-215-740.000	Election E	ELECTION SYSTEMS & SOFTWARE	36453		07/31/2012	607.50
101-215-740.000	Election E	Accuvote & Automark Maint		81711		
101-215-801.000	Pro.Serv.	ADVANCED BENEFIT SOLUTIONS INC	36424		08/30/2012	41.80
101-215-801.000	Pro.Serv.	COBRA Administration		Aug 2012		
101-215-860.000	Trav/Train	PNC BANK	36500	July 2012	08/24/2012	136.20
101-215-860.000	Trav/Train	Credit Card Charges				
101-215-860.000	Trav/Train	PNC BANK	36500	July 2012	08/24/2012	295.00
101-215-860.000	Trav/Train	Credit Card Charges				
101-215-900.000	PrintPub	THE PIONEER GROUP	36499		08/20/2012	531.70
101-215-900.000	PrintPub	Advertisements		#41100167 - 7/31/12		

INVOICE APPROVAL LIST BY FUND
08/09/12

Date: 08/09/2012
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: CLERK							
						Total CLERK	1,680.88
Dept: FINANCE / TREASURER							
101-253-712.012		Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC	36424		09/05/2012	6.95
			Flex/HRA Admin - Aug 12		5975		
101-253-728.000		OperSupp	JACKPINE BUSINESS CENTERS	36466		08/23/2012	33.29
			DVD-ROM DR		334641-0		
101-253-728.000		OperSupp	ADVANCED BENEFIT SOLUTIONS INC	36424		09/05/2012	9.00
			Flex/HRA Admin - Aug 12		5975		
101-253-728.000		OperSupp	JACKPINE BUSINESS CENTERS	36466		09/07/2012	221.40
			Copy Paper		335614-0		
101-253-728.000		OperSupp	JACKPINE BUSINESS CENTERS	36466		09/06/2012	77.97
			LJ Crtgdg		335566-0		
101-253-728.000		OperSupp	PNC BANK	36500		08/24/2012	8.95
			Credit Card Charges		July 2012		
						Total FINANCE / TREASURER	357.56
Dept: ASSESSOR							
101-257-712.012		Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC	36424		09/05/2012	6.95
			Flex/HRA Admin - Aug 12		5975		
101-257-728.000		OperSupp	ADVANCED BENEFIT SOLUTIONS INC	36424		09/05/2012	4.50
			Flex/HRA Admin - Aug 12		5975		
101-257-801.000		Pro.Serv.	JACKLYN OSGOOD	36497		09/01/2012	280.00
			28 Bldg Permits/Reappraisals				
101-257-801.000		Pro.Serv.	JACKLYN OSGOOD	36497		08/24/2012	510.00
			51 Bldg Permits/Reappraisals				
						Total ASSESSOR	801.45
Dept: MUNICIPAL BUILDINGS							
101-265-728.000		OperSupp	WAHR HARDWARE, INC.	36520		09/01/2012	30.55
			Countertop Magic		95062		
101-265-728.000		OperSupp	PURE WATER WORKS	36502		08/25/2012	40.00
			Purified Water		230380		
101-265-728.000		OperSupp	GLASS SPECIALTIES, INC.	36456		08/17/2012	13.00
			Window Glo		15071		
101-265-728.000		OperSupp	FASTENAL COMPANY	36454		08/18/2012	58.23
			Pine Sol, Can Liners		MIMAN92255		
101-265-831.000		Con.Repair	TOP LINE ELECTRIC LLC	36513		08/03/2012	65.49
			Outlet for Communication		3593		
101-265-831.000		Con.Repair	SCHINDLER ELEVATOR CORPORATION	36506		08/31/2012	452.52
			Yearly Service - City Hall		8103252439		
101-265-850.000		Phone	POWERNET GLOBAL COMMUNICATIONS	36501		08/22/2012	176.63
			Monthly Service		27294409		
101-265-850.000		Phone	AT&T	36428		08/31/2012	52.98
			Monthly Service		2012 - 231R01300608		
101-265-922.000		Water	CITY OF MANISTEE WATER &	36442		07/27/2012	278.16
			Water Usage				
101-265-922.336		Water - Fi	CITY OF MANISTEE WATER &	36442		07/27/2012	85.16
			Water Usage				
101-265-922.441		Water - DP	CITY OF MANISTEE WATER &	36442		07/27/2012	429.92
			Water Usage				
101-265-922.446		Water - Br	CITY OF MANISTEE WATER &	36442		07/27/2012	40.64
			Water Usage				
101-265-925.000		Electric	CONSUMERS ENERGY	36446		08/19/2012	2,422.29
			Electric Usage				
101-265-925.336		Electric -	CONSUMERS ENERGY	36446		08/19/2012	404.71
			Electric Usage				
101-265-925.441		Electric -	CONSUMERS ENERGY	36446		08/19/2012	595.38
			Electric Usage				
101-265-925.446		Electric -	CONSUMERS ENERGY	36446		08/19/2012	152.43
			Electric Usage				
						Total MUNICIPAL BUILDINGS	5,298.09
Dept: ATTORNEY							
101-266-802.000		Prof. Serv	GOCKERMAN, WILSON, SAYLOR AND	36457		07/30/2012	4,050.00
			Professional Services		24571		
101-266-803.000		Prof. Serv	ROBERT C KERZKA P.C.	36470		08/19/2012	1,250.00
			Professional Services - MTT				
101-266-803.000		Prof. Serv	ROBERT C KERZKA P.C.	36470		08/19/2012	400.00
			Professional Services - MTT				

INVOICE APPROVAL LIST BY FUND
08/09/12

Date: 08/09/2012
Time: 8:13am
Page: 3

City of Manistee

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept: ATTORNEY						
101-266-803.000	Prof. Serv	ROBERT C KERZKA P.C. Professional Services - MTT	36470		08/19/2012	1,500.00
101-266-803.000	Prof. Serv	ROBERT C KERZKA P.C. Professional Services - MTT	36470		08/19/2012	3,579.50
Total ATTORNEY						10,779.50
Dept: BOARDS & COMMISSIONS						
101-290-881.000						
101-290-881.000	Brd Review	THE PIONEER GROUP Advertisements	36499		08/20/2012	63.60
101-290-886.000	Parks\Beau	KEEP MICHIGAN BEAUTIFUL, INC. Membership Renewal	36468	#41100167 - 7/31/12 2012	06/30/2012	25.00
Total BOARDS & COMMISSIONS						88.60
Dept: POLICE						
101-301-712.012	Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC Flex/HRA Admin - Aug 12	36424		09/05/2012	69.50
101-301-715.000	Cleaning	NYE UNIFORM COMPANY Shirt - Shands	36494	5975 383996	08/25/2012	54.64
101-301-715.000	Cleaning	NYE UNIFORM COMPANY Shirt - Bachman	36494	382428	08/12/2012	92.59
101-301-728.000	OperSupp	DERMATEC DIRECT Black Viper Nitrite Lg	36448	1232353	08/24/2012	86.29
101-301-728.000	OperSupp	SIRCHIE FINGER PRINT Hinge Lifter Trans, Evidence	36508	0087057-IN	08/08/2012	242.40
101-301-728.000	OperSupp	JACKPINE BUSINESS CENTERS HP Ink Crtdgs, Toner	36466	334502-0	08/23/2012	142.45
101-301-728.000	OperSupp	JACKPINE BUSINESS CENTERS Balpnt Refill	36466	333988-0	08/16/2012	9.58
101-301-728.000	OperSupp	MICHIGAN TASER DISTRIBUTING Air Cartridges, DPM	36483	8247	08/17/2012	355.70
101-301-728.000	OperSupp	ADVANCED BENEFIT SOLUTIONS INC Flex/HRA Admin - Aug 12	36424	5975	09/05/2012	4.50
101-301-831.000	Con.Repair	KOPY SALES INC. Cost Per Copy - Police	36471	84901	07/22/2012	25.34
101-301-870.000	Membership	MANISTEE SUNRISE ROTARY CLUB Semi Annual Dues - Bachman	36476	196	07/30/2012	80.00
101-301-900.000	PrintPub	JACKPINE BUSINESS CENTERS Business Cards	36466	29993	08/25/2012	92.60
101-301-930.000	Repairs/Ma	L-3 COMMUNICATIONS MOBILE- Repaired Sticky Mic Buttons	36472	0187486-IN	08/17/2012	210.00
101-301-957.000	Motor Pool	CITY OF MANISTEE COMMON ACCT Equipment Rental - Motor Pool	36439		08/01/2012	2,708.33
101-301-985.000	Lease Pur.	US BANK EQUIPMENT FINANCE Kyocera Copier - Manager/Polic	36516	208107805	07/22/2012	92.47
Total POLICE						4,266.39
Dept: FIRE						
101-336-712.012	Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC Flex/HRA Admin - Aug 12	36424		09/05/2012	48.65
101-336-715.000	Cleaning	NYE UNIFORM COMPANY Shirt, EMT Pant	36494	383376	08/25/2012	194.09
101-336-715.000	Cleaning	LYNN M VASQUEZ 2 Yellow/Black Special Order	36518	2356	07/19/2012	16.00
101-336-715.000	Cleaning	NYE UNIFORM COMPANY Collar Brass	36494	381107	08/01/2012	14.40
101-336-728.000	OperSupp	AUTO VALUE \ BTB PARTS STORES Blk Bag Tire Wet, Tire Foam	36430	256-790832	08/02/2012	11.58
101-336-728.000	OperSupp	AUTO VALUE \ BTB PARTS STORES Mini Lamp	36430	256-791336	08/08/2012	18.88
101-336-728.000	OperSupp	DOUGLASS SAFETY SYSTEMS, LLC Viking Spectacle Frame Kit,	36450	30866	08/18/2012	94.35
101-336-728.000	OperSupp	MICHIGAN PIZZA HUT INC Pizza - retirement party	36482	70709-IN	06/29/2012	60.83
101-336-728.000	OperSupp	WAHR HARDWARE, INC. Screen, Screen Spline, labor	36520	94552	08/19/2012	27.64
101-336-728.000	OperSupp	COMFORT CENTER Bed	36444	51924	07/30/2012	395.00
101-336-728.000	OperSupp	OLESON'S FOOD STORES Misc Supplies - Fire	36495	#6230 - 06/29/12	07/29/2012	65.63
101-336-728.000	OperSupp	OLESON'S FOOD STORES Misc Supplies - Fire	36495	#6316 - 06/29/12	07/29/2012	18.82

INVOICE APPROVAL LIST BY FUND
08/09/12

Date: 08/09/2012
Time: 8:13am
Page: 4

City of Manistee

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept: FIRE						
101-336-728.000	OperSupp	CHARTER COMMUNICATIONS INC. Monthly Service - Fire	36436	8245 12 209 0073420 - July 12	07/08/2012	10.35
101-336-728.000	OperSupp	DOUGLASS SAFETY SYSTEMS, LLC 72" Roof Hook	36450	30792	07/22/2012	120.35
101-336-728.000	OperSupp	DOUGLASS SAFETY SYSTEMS, LLC CREDIT	36450	29981 - CR	02/17/2012	-107.67
101-336-728.000	OperSupp	ADVANCED BENEFIT SOLUTIONS INC Flex/HRA Admin - Aug 12	36424	5975	09/05/2012	13.50
101-336-728.000	OperSupp	PNC BANK Credit Card Charges	36500	July 2012	08/24/2012	297.86
101-336-732.000	SUPPLIES -	MOORE MEDICAL CORP. Mask, Nasal Cannula, Oxygen	36486	81887759 EI	08/17/2012	101.46
101-336-801.000	Pro.Serv.	D-N-R CONSULTANTS LLC AFG Grant Application	36447		07/25/2012	500.00
101-336-831.000	Con.Repair	NORTHERN FIRE & SAFETY Hydrotest, Recharge, Valve	36491	250232	07/20/2012	178.00
101-336-930.000	Repairs/Ma	AUTO VALUE \ BTB PARTS STORES CREDIT - return	36430	229-10682017	07/18/2012	-13.64
101-336-957.000	Motor Pool	CITY OF MANISTEE COMMON ACCT Equipment Rental - Motor Pool	36439		08/01/2012	2,308.33
				Total FIRE		4,374.41
Dept: PUBLIC WORKS						
101-441-712.012	Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC Flex/HRA Admin - Aug 12	36424	5975	09/05/2012	76.45
101-441-715.000	Cleaning	MODEL COVERALL SERVICE, INC. Uniform Cleaning - DPW	36484	0276105	08/29/2012	26.80
101-441-715.000	Cleaning	MODEL COVERALL SERVICE, INC. Uniform Cleaning - DPW	36484	0274370	08/22/2012	26.80
101-441-715.000	Cleaning	MODEL COVERALL SERVICE, INC. Uniform Cleaning - DPW	36484	0277882	09/05/2012	26.80
101-441-728.000	OperSupp	OLESON'S FOOD STORES Coffee, Filters	36495	#3009 - 07/30/12	08/29/2012	33.55
101-441-728.000	OperSupp	JACKPINE BUSINESS CENTERS Paper Towels	36466	333967-2	08/19/2012	51.96
101-441-728.000	OperSupp	MODEL FIRST AID, SAFETY & Cabinet Supplies	36485	101313	07/18/2012	44.97
101-441-728.000	OperSupp	ADVANCED BENEFIT SOLUTIONS INC Flex/HRA Admin - Aug 12	36424	5975	09/05/2012	9.00
101-441-831.000	Con.Repair	GRAND TRAVERSE CRANE CORP. Semi-Annual OSHA Inspect	36459	13851-G	07/31/2012	545.00
101-441-860.000	Trav/Train	PNC BANK Credit Card Charges	36500	July 2012	08/24/2012	45.00
101-441-930.000	Repairs/Ma	AUTO VALUE \ BTB PARTS STORES CREDIT - not our invoice	36430	229-10698467	08/22/2012	-82.19
101-441-930.000	Repairs/Ma	CHERRINGTON ENTERPRISES INC Screen Kit	36437	017011	07/25/2012	1,830.98
101-441-930.000	Repairs/Ma	AUTO VALUE \ BTB PARTS STORES Xtra HD Grease	36430	256-793581	08/31/2012	47.90
101-441-930.000	Repairs/Ma	LAKE WELDING SUPPLY CO. AR, ED, FG, O2	36473	00808968	08/30/2012	45.95
101-441-930.000	Repairs/Ma	NAPA AUTO PARTS Prem Aw 46 Hyd Fl 5G	36487	149867	08/01/2012	101.98
101-441-930.000	Repairs/Ma	AUTO VALUE \ BTB PARTS STORES Scraper, Cp Hmnr. Spr. Retn	36430	256-793493	08/30/2012	18.58
101-441-930.000	Repairs/Ma	FASTENAL COMPANY Lock Nut, Hex Cap Screw,	36454	MIMAN92319	08/22/2012	22.14
101-441-930.000	Repairs/Ma	FASTENAL COMPANY Lab Metal Compound	36454	MIMAN92326	08/22/2012	22.82
101-441-930.000	Repairs/Ma	WAHR HARDWARE, INC. Solder	36520	94641	08/22/2012	13.90
101-441-930.000	Repairs/Ma	CHERRINGTON ENTERPRISES INC Flight Blade	36437	016996	07/16/2012	1,045.91
101-441-930.000	Repairs/Ma	ALLDATA Subscription Renewal	36426	2012 - fw222075	08/05/2012	1,500.00
101-441-930.000	Repairs/Ma	LAKE WELDING SUPPLY CO. Oxygen	36473	00806793	08/19/2012	32.76
101-441-930.000	Repairs/Ma	NAPA AUTO PARTS 22 Ton Truck Jack	36487	149012	07/18/2012	999.00
101-441-930.000	Repairs/Ma	MANISTEE ACE HARDWARE Powercntr 6 Outlet	36423	100768	08/23/2012	5.99

INVOICE APPROVAL LIST BY FUND
08/09/12

Date: 08/09/2012
Time: 8:13am
Page: 5

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						
101-441-930.000	Repairs/Ma	WAHR HARDWARE, INC.	36520		08/23/2012	25.18
		Hi Viz Leather Palm Kink		94656		
101-441-930.000	Repairs/Ma	NAPA AUTO PARTS	36487		07/26/2012	24.49
		Adapter		149538		
101-441-930.000	Repairs/Ma	NAPA AUTO PARTS	36487		07/25/2012	27.20
		Hose End		149475		
101-441-930.000	Repairs/Ma	NAPA AUTO PARTS	36487		07/25/2012	7.24
		Ptex Clr Silicone		149431		
101-441-930.000	Repairs/Ma	LAKE WELDING SUPPLY CO.	36473		08/23/2012	20.06
		Dust Mask		00807293		
101-441-930.000	Repairs/Ma	NAPA AUTO PARTS	36487		08/07/2012	108.64
		Battery		150244		
101-441-930.000	Repairs/Ma	NAPA AUTO PARTS	36487		08/07/2012	29.90
		Cerulean 2 Grs Cart		150245		
101-441-930.000	Repairs/Ma	NAPA AUTO PARTS	36487		07/17/2012	-55.00
		CREDIT		148938		
101-441-930.000	Repairs/Ma	NAPA AUTO PARTS	36487		07/20/2012	3.95
		Misc Shop		149186		
101-441-957.000	Motor Pool	CITY OF MANISTEE COMMON ACCT	36439		08/01/2012	6,166.67
		Equipment Rental - Motor Pool				

				Total PUBLIC WORKS		12,850.38
Dept: COMMUNITY DEVELOPMENT OFFICE						
101-748-712.012	Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC	36424		09/05/2012	13.90
		Flex/HRA Admin - Aug 12		5975		
101-748-728.000	OperSupp	ADVANCED BENEFIT SOLUTIONS INC	36424		09/05/2012	9.00
		Flex/HRA Admin - Aug 12		5975		

				Total COMMUNITY DEVELOPMENT OFFICE		22.90
Dept: PARKS & RECREATION						
101-751-712.012	Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC	36424		09/05/2012	13.90
		Flex/HRA Admin - Aug 12		5975		
101-751-728.000	OperSupp	AERO RUBBER COMPANY INC	36425		08/24/2012	241.89
		Rubber Bands - Green		174017		
101-751-728.000	OperSupp	FASTENAL COMPANY	36454		08/24/2012	345.48
		Can Liners, Bathroom Tissue,		MIMAN92357		
101-751-728.000	OperSupp	FASTENAL COMPANY	36454		08/23/2012	202.29
		Paper Towel, Bathroom Tissue,		MIMAN92354		
101-751-728.000	OperSupp	WAHR HARDWARE, INC.	36520		08/23/2012	18.87
		Kitchen Bags, Countertop Magic		94683		
101-751-728.000	OperSupp	WAHR HARDWARE, INC.	36520		08/24/2012	12.00
		Antibacterial Hand Soap		94702		
101-751-728.000	OperSupp	FASTENAL COMPANY	36454		08/24/2012	9.26
		Lysol		MIMAN92361		
101-751-728.000	OperSupp	MODEL FIRST AID, SAFETY &	36485		07/18/2012	18.05
		Cabinet Supplies		101313		
101-751-831.000	Con.Repair	TURF CARE LAWN SERVICE INC.	36515		08/19/2012	2,174.00
		Summer Application - Parks		89268		
101-751-831.000	Con.Repair	JASON THOMPSON LANDSCAPE	36512		07/31/2012	1,146.66
		Lawn Maintenance - July 12		22026		
101-751-831.000	Con.Repair	TOP LINE ELECTRIC LLC	36513		07/11/2012	323.40
		Install Receptacle/Additional		3531		
101-751-831.000	Con.Repair	TOP LINE ELECTRIC LLC	36513		07/11/2012	152.16
		River Street Bath House -		3532		
101-751-831.000	Con.Repair	TOP LINE ELECTRIC LLC	36513		08/03/2012	103.15
		Red Szymarek Park - Repair		3590		
101-751-922.000	Water	CITY OF MANISTEE WATER &	36442		07/27/2012	2,504.92
		Water Usage				
101-751-925.000	Electric	CONSUMERS ENERGY	36446		08/19/2012	2,032.65
		Electric Usage				
101-751-930.000	Repairs/Ma	AUTO VALUE \ BTB PARTS STORES	36430		08/17/2012	5.00
		Straight Hose		256-792274		
101-751-930.000	Repairs/Ma	INDUSTRIAL MARKETING	36464		08/08/2012	412.01
		Spindle, Throttle Cable		037810		
101-751-930.000	Repairs/Ma	OLSON LUMBER COMPANY	36496		08/12/2012	116.52
		Cdx, Treated		100975		
101-751-930.000	Repairs/Ma	OLSON LUMBER COMPANY	36496		09/01/2012	19.95
		Treated		101156		
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC.	36520		09/02/2012	12.44
		Bleach		95104		

INVOICE APPROVAL LIST BY FUND
08/09/12

Date: 08/09/2012
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: GENERAL FUND						
Dept: PARKS & RECREATION						
101-751-930.000	Repairs/Ma	GRAND RENTAL STATION 22" Mower Blade	36458	518954	08/23/2012	21.47
101-751-930.000	Repairs/Ma	GRAND RENTAL STATION JD Blade	36458	1-519181	09/01/2012	170.52
101-751-930.000	Repairs/Ma	GRAND RENTAL STATION 7" Cooling Fan	36458	1-519127	08/31/2012	12.99
101-751-930.000	Repairs/Ma	GRAND RENTAL STATION Fuse, Misc Shop Material, Labo	36458	3272	08/24/2012	31.49
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC. Bulb	36520	95054	09/01/2012	4.54
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC. Mini Twist Bulb	36520	95033	09/01/2012	4.74
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC. Green Mask Tape	36520	94969	08/31/2012	2.69
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC. Bleach	36520	94768	08/25/2012	12.45
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC. Stencils, Wheelbarrow	36520	94817	08/26/2012	139.92
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC. Gloss White Spray	36520	94825	08/26/2012	9.97
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC. 1/4 Nut Srtter, Hex Screw, Tap	36520	94851	08/27/2012	34.36
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC. Slotted Screwdriver	36520	94751	08/25/2012	3.75
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC. Bushing, Nipple	36520	94862	08/28/2012	2.19
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC. Torx Tamperproof	36520	94863	08/28/2012	2.43
101-751-930.000	Repairs/Ma	MANISTEE TIRE SERVICE Carlisle Turfsaver	36477	135857	08/30/2012	53.85
101-751-930.000	Repairs/Ma	RATH MICROTECH Circuitry Repair	36503	162928	07/31/2012	135.00
101-751-930.000	Repairs/Ma	MARK HANSEN Install Knox Box - 5th Ave	36462		08/01/2012	51.34
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC. Freight	36520	94643	08/22/2012	10.18
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC. Chip Brush	36520	94711	08/24/2012	6.29
101-751-930.000	Repairs/Ma	GRAND RENTAL STATION Toro Blade	36458	1-518967	08/24/2012	57.00
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC. Flx Hose	36520	94546	08/19/2012	45.89
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC. Sprinkler Head, Impulse Sprklr	36520	94535	08/19/2012	26.08
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC. Sprinkler Impulse, Teflon	36520	94557	08/19/2012	17.35
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC. Sprinkler Impulse, Pistol Nozz	36520	94605	08/21/2012	44.96
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC. Fluor Tube Bulb, Bolt, Magneti	36520	94496	08/18/2012	24.23
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC. Drill Bit	36520	93828	08/01/2012	4.22
101-751-957.000	Motor Pool	CITY OF MANISTEE COMMON ACCT Equipment Rental - Motor Pool	36439		08/01/2012	3,083.33
101-751-970.000	Cap.Outlay	MANISTEE WELDING & PIPING Manistee Veterans Sign	36478	41050	07/21/2012	7,950.00
Total PARKS & RECREATION						21,827.83
Dept: APPROPRIATIONS						
101-801-891.001	2-1-1	2-1-1 UNITED WAY OF MANISTEE Leadership Council Commitment	36421		07/19/2012	2,500.00
Total APPROPRIATIONS						2,500.00
Fund Total						282,351.70
Fund: MAJOR STREET FUND						
Dept:						
202-000-936.000	PreservSts	CITY OF MANISTEE GENERAL FUND Major & Local Street Reimburse	36440		08/01/2012	8,750.00

INVOICE APPROVAL LIST BY FUND
08/09/12

Date: 08/09/2012
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: MAJOR STREET FUND						
Dept:						
202-000-937.000	Routine Ma	ABONMARCHE CONSULTANTS, INC. Maple Street Bridge Electrical	36422	104789	08/16/2012	6,697.10
202-000-938.000	Winter Mai	CITY OF MANISTEE GENERAL FUND Major & Local Street Reimburse	36440		08/01/2012	8,083.33
202-000-960.000	Bank Charg	BANK OF NEW YORK MELLON Paying Agent Fee	36431	252-1643071	07/20/2012	300.00
202-000-992.003	Bond Princ	BANK OF NEW YORK MELLON TRUST TAS 645474 - Princ + Int	36432	July 12 - BNYLOANS/A039	07/23/2012	125,000.00
202-000-997.003	Bond Inter	BANK OF NEW YORK MELLON TRUST TAS 645474 - Princ + Int	36432	July 12 - BNYLOANS/A039	07/23/2012	10,175.00
				Total		159,005.43
					Fund Total	159,005.43
Fund: LOCAL STREET FUND						
Dept:						
203-000-936.000	PreservSts	CITY OF MANISTEE GENERAL FUND Major & Local Street Reimburse	36440		08/01/2012	3,750.00
203-000-938.000	Winter Mai	CITY OF MANISTEE GENERAL FUND Major & Local Street Reimburse	36440		08/01/2012	2,666.67
				Total		6,416.67
					Fund Total	6,416.67
Fund: CITY REFUSE FUND						
Dept:						
226-000-755.000	Yard Bags	MARSHALL PLASTIC FILM, INC. Biodegradable Bags	36479	54065	05/07/2012	3,080.00
226-000-755.000	Yard Bags	MARSHALL PLASTIC FILM, INC. Biodegradable Bags	36479	53911	04/26/2012	5,600.00
226-000-799.000	MiscExp	THE PIONEER GROUP Advertisements	36499	#41100167 - 7/31/12	08/20/2012	148.05
226-000-829.002	Yard Waste	CITY OF MANISTEE GENERAL FUND Reimburse for Yard Waste	36440		08/01/2012	1,666.67
				Total		10,494.72
					Fund Total	10,494.72
Fund: BROWNFIELD REDEVELOPMENT AUTHO						
Dept: 334 River St Grant						
243-693-801.000	Pro.Serv.	EFTAXIADIS CONSULTING INC MDEQ Grant - Technical Serv	36452	CMBRA-1206D	08/19/2012	4,161.50
243-693-801.000	Pro.Serv.	NORDLUND & ASSOCIATES INC Professional Services	36489	12700	06/04/2012	2,000.00
				Total 334 River St Grant		6,161.50
					Fund Total	6,161.50
Fund: BUILDING INSPECTOR						
Dept:						
249-000-728.000	OperSupp	JACKPINE BUSINESS CENTERS Prnt Crtdgs	36466	335384-0	09/05/2012	221.91
249-000-728.000	OperSupp	JACKPINE BUSINESS CENTERS 3x3 Pad, Pens	36466	335053-0	08/31/2012	29.98
249-000-831.000	Con.Repair	BS&A SOFTWARE, INC. Building Dept - Annual Support	36435	083892	08/31/2012	1,080.00
249-000-870.000	Membership	STATE OF MICHIGAN Code Official Registration	36511	2012 - #004255	07/20/2012	150.00
				Total		1,481.89
					Fund Total	1,481.89
Fund: EPA GRANT - PETROLEUM						
Dept:						
251-000-810.000	Engineer	NTH CONSULTANTS, LTD Engineering & Consulting Servi	36493	584169	08/16/2012	1,459.50

INVOICE APPROVAL LIST BY FUND
08/09/12

Date: 08/09/2012
Time: 8:13am
Page: 8

City of Manistee

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: EPA GRANT - PETROLEUM Dept:						
					Total	1,459.50
					Fund Total	1,459.50
Fund: EPA GRANT - HAZARDOUS Dept: 252-000-810.000						
Engineer		NTH CONSULTANTS, LTD Engineering & Consulting Servi	36493		08/16/2012	1,693.83
				584169		
					Total	1,693.83
					Fund Total	1,693.83
Fund: GRANT MANAGEMENT FUND Dept: OTHER GRANTS 275-902-970.001						
FEMA grant		DOUGLASS SAFETY SYSTEMS, LLC #6" 2 Panel Leather Front Shie	36450		07/26/2012	749.32
				30801		
					Total OTHER GRANTS	749.32
					Fund Total	749.32
Fund: PEG COMMISSION Dept: 290-000-728.000						
OperSupp		KEITH R BROWN PHD Reimburse - Logmein, Batteries	36434		07/31/2012	329.86
				JULY 12		
290-000-801.000	Pro.Serv.	KEITH R BROWN PHD MPA Operations - Aug 2012	36434		08/01/2012	3,333.33
290-000-870.000	Membership	KEITH R BROWN PHD Reimburse - Logmein, Batteries	36434		07/31/2012	9.95
				JULY 12		
					Total	3,673.14
					Fund Total	3,673.14
Fund: RAMSDELL THEATRE Dept: 296-000-308.000						
Principal		WEST SHORE BANK Ramsdell Roof-Note #1104879710	36522		08/16/2012	14,546.10
296-000-728.000	OperSupp	LORI WELCH Ramsdell - Site Manager	36521		08/04/2012	82.50
296-000-728.000	OperSupp	NICHOLAS NIESEN Ramsdell - Site Manager	36488		08/04/2012	80.00
296-000-728.000	OperSupp	WAHR HARDWARE, INC. Bulb	36520		08/10/2012	7.95
296-000-728.000	OperSupp	WAHR HARDWARE, INC. Pine Sol	36520		08/11/2012	12.68
296-000-728.000	OperSupp	H & K ELECTRIC F26DTT/27K, F34T12CW	36460		08/10/2012	21.50
296-000-751.000	Concession	KERRY SCHUBACH Ramsdell - Concessions	36507		08/01/2012	60.00
296-000-751.000	Concession	TAYLOR PIETRASIK Ramsdell - Concessions	36498		07/29/2012	20.00
296-000-751.000	Concession	TAYLOR PIETRASIK Ramsdell - Concessions	36498		07/25/2012	35.00
296-000-752.000	Movie Exp	MARC C DIMMITT Ramsdell - Projector	36449		08/01/2012	60.00
296-000-752.000	Movie Exp	NICHOLAS NIESEN Ramsdell - Site Manager	36488		07/25/2012	40.00
296-000-753.000	Performanc	NICHOLAS NIESEN Ramsdell - Site Manager	36488		07/12/2012	100.00
296-000-753.000	Performanc	NICHOLAS NIESEN Ramsdell - Site Manager	36488		07/29/2012	45.00
296-000-753.000	Performanc	MARC C DIMMITT Ramsdell - Sound Tech	36449		07/29/2012	50.00
296-000-753.000	Performanc	EMMET REIMER Ramsdell - Light Tech	36505		07/15/2012	150.00
296-000-753.000	Performanc	HUGH POOL Ramsdell - Performance	36420		07/27/2012	200.00

INVOICE APPROVAL LIST BY FUND
08/09/12

Date: 08/09/2012
Time: 8:13am
Page: 9

City of Manistee

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: RAMSDELL THEATRE							
Dept:							
296-000-801.000		Pro.Serv.	SHELLY ANNETTE JURCEVIC	36467		07/25/2012	197.50
			Ramsdell Lessons		JULY 12		
296-000-822.000		Insurance	MICHIGAN MUNICIPAL LIABILITY	36481		08/17/2012	1,837.00
			Pool Renewal Premium		6589201		
296-000-892.500		Marketing	LISA SMITH	36509		06/30/2012	135.00
			Summer Concerts - Poster,		2012-050		
296-000-922.000		Water	CITY OF MANISTEE WATER &	36442		07/27/2012	34.04
			Water Usage				
296-000-925.000		Electric	CONSUMERS ENERGY	36446		08/19/2012	1,589.02
			Electric Usage				
296-000-930.000		Repairs/Ma	MARK HANSEN	36462		07/31/2012	79.12
			Ramsdell - Patch Hole from				
296-000-970.000		Cap.Outlay	UNITED COATING SYSTEMS	36419		07/26/2012	1,425.00
			Ramsdell Theatre - Epoxy Coat				
296-000-998.000		Interest	WEST SHORE BANK	36522		08/16/2012	2,923.88
			Ramsdell Roof-Note #1104879710				
					Total		23,731.29
						Fund Total	23,731.29
Fund: CAPITAL IMPROVEMENT FUND							
Dept:							
430-000-979.007		Wayfinding	AMOR SIGN STUDIOS, INC.	36427		08/06/2012	2,895.76
			Wayfinding Sign - Douglas Pk		5127		
430-000-979.007		Wayfinding	AMOR SIGN STUDIOS, INC.	36427		07/29/2012	1,142.19
			Fifth Ave Beach Wayfinding Sig		5130		
430-000-979.007		Wayfinding	AMOR SIGN STUDIOS, INC.	36427		07/29/2012	1,435.17
			Arthur Street Wayfinding Sign		5129		
					Total		5,473.12
						Fund Total	5,473.12
Fund: BOAT RAMP FUND							
Dept:							
508-000-728.000		OperSupp	THE PIONEER GROUP	36499		08/20/2012	51.60
			Advertisements		#41100167 - 7/31/12		
508-000-728.000		OperSupp	TRAVERSE CITY RECORD-EAGLE INC	36514		08/30/2012	63.50
			Bid Advertisement		07129227		
508-000-820.000		admin	CITY OF MANISTEE GENERAL FUND	36440		08/01/2012	4,750.00
			Administration - Boat Ramps				
508-000-922.000		Water	CITY OF MANISTEE WATER &	36442		07/27/2012	81.36
			Water Usage				
508-000-925.000		Electric	CONSUMERS ENERGY	36446		08/19/2012	274.67
			Electric Usage				
					Total		5,221.13
						Fund Total	5,221.13
Fund: WATER & SEWER UTILITY							
Dept: ADMINISTRATION							
573-541-712.012		Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC	36424		09/05/2012	6.95
			Flex/HRA Admin - Aug 12		5975		
573-541-728.000		OperSupp	JACKPINE BUSINESS CENTERS	36466		08/16/2012	6.56
			Highlighters		333967-0		
573-541-728.000		OperSupp	JACKPINE BUSINESS CENTERS	36466		08/19/2012	92.89
			Dry Erase Board, Calc		333967-1		
573-541-820.000		admin	CITY OF MANISTEE GENERAL FUND	36440		08/01/2012	23,083.33
			Administration - Water				
					Total ADMINISTRATION		23,189.73
Dept: WATER OPERATION							
573-542-712.012		Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC	36424		09/05/2012	13.90
			Flex/HRA Admin - Aug 12		5975		
573-542-728.000		OperSupp	MODEL FIRST AID, SAFETY &	36485		07/18/2012	22.85
			Cabinet Supplies		101313		
573-542-728.000		OperSupp	JACKPINE BUSINESS CENTERS	36466		08/19/2012	13.03
			Dry Erase Board, Calc		333967-1		

INVOICE APPROVAL LIST BY FUND
08/09/12

Date: 08/09/2012
Time: 8:13am
Page: 10

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						
573-542-728.000	OperSupp	HACH COMPANY	36461		08/12/2012	348.75
573-542-822.000	Insurance	DPD Free chlorine Rgt PP MICHIGAN MUNICIPAL LIABILITY	36481	7845233	08/17/2012	2,750.00
573-542-925.000	Electric	Pool Renewal Premium CONSUMERS ENERGY	36446	6589201	08/19/2012	37.72
573-542-930.000	Repairs/Ma	Electric Usage MICHIGAN METER TECHNOLOGY GRP	36480		08/17/2012	190.52
573-542-930.000	Repairs/Ma	3/4 x 2 1/2 Str Mtr Coupling WAHR HARDWARE, INC.	36520	87035	07/28/2012	74.99
573-542-930.000	Repairs/Ma	Ball Valve, Boiler Drain WAHR HARDWARE, INC.	36520	93682	07/26/2012	36.56
573-542-930.000	Repairs/Ma	Cords WAHR HARDWARE, INC.	36520	93560	07/26/2012	5.97
573-542-957.000	Motor Pool	Screwdriver CITY OF MANISTEE COMMON ACCT	36439	93561	08/01/2012	2,916.67
		Equipment Rental - Motor Pool				
						6,410.96
Total WATER OPERATION						
Dept: SEWER - WWTP						
573-543-712.012	Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC Flex/HRA Admin - Aug 12	36424	5975	09/05/2012	20.85
573-543-728.000	OperSupp	COMMUNICRAFT LTD.	36445		07/27/2012	50.30
573-543-822.000	Insurance	Shipping MICHIGAN MUNICIPAL LIABILITY	36481	28096	08/17/2012	18,687.00
573-543-925.000	Electric	Pool Renewal Premium CONSUMERS ENERGY	36446	6589201	08/19/2012	1,091.86
573-543-930.000	Repairs/Ma	Electric Usage KERR PUMP AND SUPPLY	36469		08/19/2012	1,066.00
573-543-957.000	Motor Pool	Re-pot/Install Cap & Cord Assy CITY OF MANISTEE COMMON ACCT	36439	INV143768	08/01/2012	2,916.67
		Equipment Rental - Motor Pool				
						23,832.68
Total SEWER - WWTP						
Dept: SEWER COLLECTION (STREETS)						
573-544-712.012	Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC Flex/HRA Admin - Aug 12	36424	5975	09/05/2012	13.90
573-544-715.000	Cleaning	MODEL COVERALL SERVICE, INC.	36484		08/29/2012	17.64
573-544-715.000	Cleaning	Uniform Cleaning - Str Sewers MODEL COVERALL SERVICE, INC.	36484	0276103	08/22/2012	17.64
573-544-715.000	Cleaning	Uniform Cleaning - Str Sewers MODEL COVERALL SERVICE, INC.	36484	0274368	09/05/2012	17.64
573-544-801.000	Pro.Serv.	Uniform Cleaning - Str Sewers ABONMARCHE CONSULTANTS, INC.	36422	0277880	06/08/2012	2,580.00
573-544-930.000	Repairs/Ma	Sanitary Sewer Evaluation AUTO VALUE \ BTB PARTS STORES	36430	104295	08/22/2012	23.29
573-544-930.000	Repairs/Ma	Hyd Fitting AUTO VALUE \ BTB PARTS STORES	36430	256-792744	08/24/2012	3.93
573-544-930.000	Repairs/Ma	Male Connector USA BLUE BOOK	36517	256-792859	08/15/2012	64.88
573-544-930.000	Repairs/Ma	APWA Green 20 oz Can JACK DOHENY SUPPLIES, INC.	36465	717367	08/16/2012	159.01
573-544-957.000	Motor Pool	Pressure Switch CITY OF MANISTEE COMMON ACCT	36439	A57804	08/01/2012	2,916.67
		Equipment Rental - Motor Pool				
						5,814.60
Total SEWER COLLECTION (STREETS)						
Dept: Water & Sewer Bond & Interest						
573-574-960.000	Bank Chrg	BANK OF NEW YORK MELLON Paying Agent Fee + Expenses	36431	252-1641584	07/17/2012	240.75
						240.75
Total Water & Sewer Bond & Interest						
						59,488.72
Fund Total						
Fund: MARINA FUND						
Dept:						
594-000-728.000	OperSupp	THE PIONEER GROUP	36499		08/20/2012	122.50
594-000-728.000	OperSupp	Advertisements THE HOME CITY ICE COMPANY	36463	#41100167 - 7/31/12	07/26/2012	176.00
		7 lb Bagged Ice		1997121516		

INVOICE APPROVAL LIST BY FUND
08/09/12

Date: 08/09/2012
Time: 8:13am
Page: 11

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	JACKPINE BUSINESS CENTERS Alex,clr - Freight	36466	334418-0	08/24/2012	9.85
594-000-728.000	OperSupp	STATE OF MICHIGAN Motor Fuel Retail Outlet Licen	36510	2012 - ID#52154	07/30/2012	100.00
594-000-728.000	OperSupp	WAHR HARDWARE, INC. Hose	36520	94168	08/10/2012	17.94
594-000-728.000	OperSupp	WAHR HARDWARE, INC. Brushes Carbon	36520	94681	08/23/2012	2.93
594-000-728.000	OperSupp	WAHR HARDWARE, INC. Roundup, Ant & Roach Killer	36520	94362	08/15/2012	17.80
594-000-728.000	OperSupp	WAHR HARDWARE, INC. Showerhead, Wasp & Hornet Spr	36520	94314	08/13/2012	25.63
594-000-728.000	OperSupp	WAHR HARDWARE, INC. Masking Tape	36520	94267	08/12/2012	13.47
594-000-728.000	OperSupp	THE HOME CITY ICE COMPANY 7 lb Bagged Ice	36463	1969121694	07/20/2012	90.20
594-000-728.000	OperSupp	OLESON'S FOOD STORES Facial Tissue, Hand Sanitizer,	36495	#2480 - 07/11/12	08/10/2012	8.85
594-000-728.000	OperSupp	NORTH SHORE SUPPLY Pump Out Adapter	36490	0019859	07/24/2012	30.19
594-000-728.000	OperSupp	FASTENAL COMPANY Bathroom Tissue	36454	MIMAN92352	08/23/2012	70.12
594-000-728.000	OperSupp	MANISTEE ACE HARDWARE Washer	36423	100452	08/15/2012	1.98
594-000-728.000	OperSupp	MANISTEE ACE HARDWARE Treated	36423	100677	08/20/2012	5.45
594-000-728.000	OperSupp	MANISTEE ACE HARDWARE CFL Bulb	36423	633605	08/10/2012	15.98
594-000-728.000	OperSupp	JACKPINE BUSINESS CENTERS Maptack	36466	334401-0	08/19/2012	3.79
594-000-728.000	OperSupp	JACKPINE BUSINESS CENTERS Index Card	36466	334629-0	08/23/2012	1.29
594-000-728.000	OperSupp	JACKPINE BUSINESS CENTERS Cork Board	36466	334402-0	08/23/2012	69.99
594-000-728.000	OperSupp	JACKPINE BUSINESS CENTERS Bultn Board	36466	334633-0	08/24/2012	108.49
594-000-728.000	OperSupp	CHARTER COMMUNICATIONS INC. Monthly Service - Marina	36436	8245 12 209 0099730 - Aug 12	07/18/2012	59.37
594-000-728.000	OperSupp	PNC BANK Credit Card Charges	36500	July 2012	08/24/2012	40.00
594-000-728.000	OperSupp	PNC BANK Credit Card Charges	36500	July 2012	08/24/2012	9.88
594-000-730.000	Fuel	BLARNEY CASTLE OIL CO. Diesel	36433	0401047-IN	08/30/2012	3,944.34
594-000-730.000	Fuel	BLARNEY CASTLE OIL CO. Gasoline - NL Prem	36433	0401046-IN	08/26/2012	7,321.63
594-000-730.000	Fuel	BLARNEY CASTLE OIL CO. Gasoline - NL Prem	36433	0398298-IN	08/11/2012	7,639.44
594-000-730.000	Fuel	BLARNEY CASTLE OIL CO. Diesel	36433	0399488-IN	08/18/2012	3,330.46
594-000-730.000	Fuel	BLARNEY CASTLE OIL CO. Gasoline - NL Prem	36433	0399487-IN	08/18/2012	3,782.85
594-000-822.000	Insurance	MICHIGAN MUNICIPAL LIABILITY Pool Renewal Premium	36481	6589201	08/17/2012	730.00
594-000-892.500	Marketing	JACKPINE BUSINESS CENTERS Cork Board	36466	333664-0	08/17/2012	195.69
594-000-922.000	Water	CITY OF MANISTEE WATER & Water Usage	36442		07/27/2012	425.64
594-000-925.000	Electric	CONSUMERS ENERGY Electric Usage	36446		08/19/2012	1,995.29
594-000-970.000	Cap.Outlay	ABONMARCHE CONSULTANTS, INC. Marina Building Replacement	36422	100927	12/29/2010	11,118.00
				Total		41,485.04
					Fund Total	41,485.04
Fund: MOTOR POOL FUND						
Dept:						
661-000-822.000	Insurance	MICHIGAN MUNICIPAL LIABILITY Pool Renewal Premium	36481	6589201	08/17/2012	32,728.00

INVOICE APPROVAL LIST BY FUND
08/09/12

Date: 08/09/2012
Time: 8:13am
Page: 12

City of Manistee

Fund	Department	Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: MOTOR POOL FUND								
Dept:								
							Total	32,728.00
							Fund Total	32,728.00
Fund: CURRENT TAX COLLECTION								
Dept:								
703-000-215.000			Due DDA	DOWNTOWN DEVELOPMENT Summer Tax Distribution	36451		09/07/2012	12,903.00
703-000-221.000			Due City	CITY OF MANISTEE Summer Tax Distribution - Ops	36438		08/08/2012	421,683.63
703-000-221.001			Due Refuse	CITY OF MANISTEE REFUSE FUND Summer Tax Distribution	36441		09/07/2012	27,982.70
703-000-221.002			Due Admin	CITY OF MANISTEE Summer Tax Distribution - Admi	36438		08/08/2012	8,360.69
703-000-221.004			Due WatDel	CITY OF MANISTEE WATER & Summer Tax Distribution - Dlq	36443		08/08/2012	160.73
703-000-221.005			DueRefDel	CITY OF MANISTEE REFUSE FUND Summer Tax Distribution - Dlq	36441		09/07/2012	24.24
703-000-221.006			DueGenDel	CITY OF MANISTEE Summer Tax Distribution - Weed	36438		08/08/2012	250.00
703-000-222.000			Due County	MANISTEE COUNTY TREASURER Summer Tax Distribution - Ops	36474		08/08/2012	133,654.00
703-000-228.000			Due State	MANISTEE COUNTY TREASURER Summer Tax Distribution - SET	36474		08/08/2012	109,350.11
703-000-234.000			Due ISD	MANISTEE INTERMEDIATE SCHOOL Summer Tax Distribution	36475		09/07/2012	56,988.84
703-000-235.000			Due WSCC	WEST SHORE COMMUNITY COLLEGE Summer Tax Distribution	36523		09/07/2012	75,178.72
							Total	846,536.66
							Fund Total	846,536.66
							Grand Total	1,488,151.66

INVOICE APPROVAL LIST BY FUND
08/15/12

Date: 08/15/2012
Time: 2:59pm
Page: 1

City of Manistee

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: GENERAL FUND							
Dept:							
	101-000-255.000	Escrow	MANISTEE COUNTY TREASURER	36526		08/15/2012	8,246.91
			2011 MSHDA PILT pmt				
	101-000-255.000	Escrow	CITY OF MANISTEE	36524		08/15/2012	18,134.20
			2011 MSHDA PILT pmt				
	101-000-255.000	Escrow	MANISTEE INTERMEDIATE SCHOOL	36527		09/14/2012	2,259.01
			2011 MSHDA PILT pmt				
	101-000-255.000	Escrow	WEST SHORE COMMUNITY COLLEGE	36529		09/14/2012	3,038.63
			2011 MSHDA PILT pmt				
	101-000-255.000	Escrow	MANISTEE AREA PUBLIC SCHOOLS	36525		09/14/2012	2,339.51
			2011 MSHDA PILT pmt				
	101-000-255.000	Escrow	STATE OF MICHIGAN	36528		08/15/2012	5,898.53
			2011 MSHDA PILT - SET				
	101-000-255.000	Escrow	STATE OF MICHIGAN	36528		08/15/2012	23,467.33
			2011 MSHDA PILT - SchOps				
					Total		63,384.12
						Fund Total	63,384.12
						Grand Total	63,384.12

INVOICE APPROVAL LIST BY FUND
08/28/2012

Date: 08/28/2012
Time: 2:24pm
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.	I.T. RIGHT INC IT Support Services	36580		08/21/2012	5,000.00
101-100-859.000	DataIntern	CHARTER COMMUNICATIONS INC. Monthly Service - City Hall	36551		08/22/2012	224.99
101-100-859.000	DataIntern	CHARTER COMMUNICATIONS INC. Monthly Service - City Hall	36551	#8245 12 209 0088022 - Sept 12	08/22/2012	6.16
101-100-901.000	Postage	PURCHASE POWER Postage	36626	#8245 12 209 0076258 - Sept 12	08/08/2012	3,124.40
101-100-992.005	2003 CI Pr	BANK OF NEW YORK MELLON TRUST 2003 Cap Imp - Princ + Int	36542	BNYLOANS/SGPL - Aug 12	08/15/2012	115,000.00
101-100-992.007	2010 CI Pr	BANK OF NEW YORK MELLON TRUST 2010 Cap Imp Bnds - Princ+Int	36542	BNYLOANS/MNSTECTY10CI - Aug 12	08/15/2012	210,000.00
101-100-997.005	2003 CI In	BANK OF NEW YORK MELLON TRUST 2003 Cap Imp - Princ + Int	36542	BNYLOANS/SGPL - Aug 12	08/15/2012	46,625.00
101-100-997.007	2010 CI In	BANK OF NEW YORK MELLON TRUST 2010 Cap Imp Bnds - Princ+Int	36542	BNYLOANS/MNSTECTY10CI - Aug 12	08/15/2012	108,242.50
101-100-999.000	TrfOut	CITY OF MANISTEE COMMON ACCT Ramsdell Theatre Oper.Transfer	36554		09/01/2012	5,000.00
Total GENERAL						493,223.05
Dept: LEGISLATIVE						
101-101-860.000	Trav/Train	NORTHWEST MICHIGAN COUNCIL Registration - Placemaking &	36616		08/24/2012	55.00
101-101-860.000	Trav/Train	MANISTEE COUNTY CONTROLLER Registration - Regional Summit	36598		08/27/2012	15.00
Total LEGISLATIVE						70.00
Dept: MANAGER						
101-172-831.000	Con.Repair	KOPY SALES INC. Cost Per Copy - Manager	36589	85183	08/17/2012	9.31
101-172-860.000	Trav/Train	MANISTEE COUNTY CONTROLLER Registration - Regional Summit	36598		08/27/2012	15.00
101-172-957.000	Motor Pool	CITY OF MANISTEE COMMON ACCT Equipment Rental - Motor Pool	36554		09/01/2012	770.83
101-172-985.000	Lease Pur.	US BANK EQUIPMENT FINANCE Kyocera Copier - Mgr/Police	36639	210211694	08/22/2012	92.48
Total MANAGER						887.62
Dept: CLERK						
101-215-728.000	OperSupp	PITNEY BOWES Red Ink Cartridge	36624	5501988454	08/07/2012	78.31
101-215-740.000	Election E	PRINTING SYSTEMS, INC. Pouches for Appl to Vote,	36625	75536	09/16/2012	302.83
101-215-740.000	Election E	GOVERNMENTAL BUSINESS SYSTEMS Coding, Ballot Desisgn/Layout,	36572	12-13652	09/16/2012	2,480.00
101-215-740.000	Election E	MC&E \ ELECTION SOURCE Vote Here Signs & Stands	36603	18167	09/01/2012	564.43
101-215-831.000	Con.Repair	KOPY SALES INC. Cost Per Copy - Finance/Clerk	36589	85182	08/17/2012	55.60
101-215-860.000	Trav/Train	APA DETROIT CHAPTER Conference Registration	36538	2012	08/24/2012	260.00
Total CLERK						3,741.17
Dept: FINANCE / TREASURER						
101-253-728.000	OperSupp	JACKPINE BUSINESS CENTERS Tape, Paper	36582	336104-0	09/15/2012	16.91
101-253-860.000	Trav/Train	MICHIGAN MUNICIPAL TREASURER'S Fall Conference - E. Bradford	36607		09/26/2012	350.00
101-253-985.000	Lease Pur.	US BANK EQUIPMENT FINANCE Kyocera Copier - Treasurer	36639	209852441	08/17/2012	125.90
Total FINANCE / TREASURER						492.81
Dept: ASSESSOR						
101-257-728.000	OperSupp	JACKPINE BUSINESS CENTERS Rubberband, Highlighter, Markr	36582	335099-0	08/31/2012	21.57
101-257-831.000	Con.Repair	BS&A SOFTWARE, INC. Assessing System - Annual	36549	084616	08/31/2012	1,115.00
101-257-860.000	Trav/Train	MAA EDUCATION Continuing Ed - J. Beardslee	36593		09/26/2012	175.00
Total ASSESSOR						1,311.57

INVOICE APPROVAL LIST BY FUND
08/28/2012

Date: 08/28/2012
Time: 2:24pm
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: MUNICIPAL BUILDINGS						
101-265-728.000	OperSupp	PURE WATER WORKS	36627		09/22/2012	34.00
		Purified Water		231360		
101-265-728.000	OperSupp	JACKPINE BUSINESS CENTERS	36582		09/01/2012	53.98
		Recycling Box		335121-0		
101-265-728.000	OperSupp	NORTHERN FIRE & SAFETY	36615		08/08/2012	32.00
		City Hall - Fire Ext Insp		250294		
101-265-728.000	OperSupp	NORTHERN FIRE & SAFETY	36615		08/08/2012	68.00
		Police Dept - Fire Ext Insp		250293		
101-265-728.000	OperSupp	FASTENAL COMPANY	36568		09/07/2012	138.94
		Hand Towel, Towel Roll		MIMAN92674		
101-265-831.000	Con.Repair	MARK HANSEN	36576		08/07/2012	26.50
		City Hall - Water St Door Rpr				
101-265-831.000	Con.Repair	TOP LINE ELECTRIC LLC	36638		08/03/2012	138.75
		City Hall - UPS Power Loss		3591		
101-265-850.000	Phone	AT&T	36540		09/12/2012	42.09
		Monthly Service		2012 - 231398075408		
101-265-850.000	Phone	AT&T	36540		09/12/2012	80.90
		Monthly Service		2012 - 231723351908		
101-265-850.000	Phone	AT&T	36540		09/12/2012	127.24
		Monthly Service		2012 - 231398067908		
101-265-850.000	Phone	AT&T	36540		09/12/2012	119.08
		Monthly Service		2012 - 231723180308		
101-265-920.000	Gas	DTE ENERGY	36565		09/08/2012	70.27
		Gas Usage - 70 Maple St				
101-265-920.336	Gas - Fire	DTE ENERGY	36565		09/06/2012	33.75
		Gas Usage - 281 First St				
101-265-920.441	Gas - DPW	DTE ENERGY	36565		09/05/2012	40.59
		Gas Usage - 280 Washington St				
101-265-920.446	Gas - Brid	DTE ENERGY	36565		09/08/2012	28.42
		Gas Usage - 51 Maple St				
Total MUNICIPAL BUILDINGS						1,034.51
Dept: ATTORNEY						
101-266-802.000	Prof. Serv	GOCKERMAN, WILSON, SAYLOR AND	36571		08/30/2012	4,050.00
		Professional Services		24659		
101-266-803.000	Prof. Serv	MIKA MEYERS BECKETT & JONES	36609		08/13/2012	644.00
		Professional Services		564173		
Total ATTORNEY						4,694.00
Dept: BOARDS & COMMISSIONS						
101-290-884.000	Historic D	NORTHWEST MICHIGAN COUNCIL	36616		08/24/2012	330.00
		Registration - Placemaking &				
101-290-885.000	Non-Motori	JACKPINE BUSINESS CENTERS	36582		09/12/2012	13.99
		Labels		335766-0		
101-290-885.000	Non-Motori	JACKPINE BUSINESS CENTERS	36582		09/12/2012	8.99
		60# White Offset		335766-1		
101-290-887.000	Plan Comm	NORTHWEST MICHIGAN COUNCIL	36616		08/24/2012	385.00
		Registration - Placemaking &				
101-290-889.000	Zoning Brd	NORTHWEST MICHIGAN COUNCIL	36616		08/24/2012	55.00
		Registration - Placemaking &				
Total BOARDS & COMMISSIONS						792.98
Dept: POLICE						
101-301-715.000	Cleaning	MANISTEE CLEANING SOLUTIONS	36596		07/31/2012	178.50
		Uniform Cleaning		July 2012		
101-301-715.000	Cleaning	SNYDER'S SHOES	36633		08/24/2012	145.00
		Shoes - Shands		12582		
101-301-728.000	OperSupp	FIREARMS PLUS	36569		07/31/2012	36.55
		Lead a Way, Super QCG		869199		
101-301-728.000	OperSupp	ABSOLUTE SAFETY, INC.	36533		08/29/2012	14.95
		North Hearing Muffs		MCP300712		
101-301-728.000	OperSupp	CMP DISTRIBUTORS, INC.	36558		09/01/2012	451.00
		Classic Pistol 38 Special 148g		33423		
101-301-728.000	OperSupp	JACKPINE BUSINESS CENTERS	36582		09/02/2012	111.73
		HP Ink Crtdg, Binder Clips		335231-0		
101-301-728.000	OperSupp	JACKPINE BUSINESS CENTERS	36582		09/08/2012	56.37
		CD-RW, Stapler, File Folder		335585-0		
101-301-728.000	OperSupp	JACKPINE BUSINESS CENTERS	36582		09/09/2012	21.99
		Stapler		335585-1		
101-301-728.000	OperSupp	FIREARMS PLUS	36569		08/06/2012	240.00
		S&W Model 52 Mags		869215		

INVOICE APPROVAL LIST BY FUND
08/28/2012

Date: 08/28/2012
Time: 2:24pm
Page: 3

City of Manistee

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept: POLICE						
101-301-728.000	OperSupp	MICHIGAN AMMO CO., INC. Competitive Match Ammunition	36605	24424	09/14/2012	238.81
101-301-770.000	Vehicle Ga	BLARNEY CASTLE FLEET PROGRAM Fuel Usage	36546	BC177 - 08/06/12	08/20/2012	1,533.27
101-301-831.000	Con.Repair	KOPY SALES INC. Cost Per Copy - Police	36589	85181	08/17/2012	28.20
101-301-831.000	Con.Repair	TELE-RAD INC. Mic Dock Antenna, Cup Holder I	36636	839328	08/25/2012	54.00
101-301-930.000	Repairs/Ma	AUTO VALUE \ BTB PARTS STORES Oil	36541	256-795565	09/19/2012	43.18
101-301-930.000	Repairs/Ma	AUTO VALUE \ BTB PARTS STORES Oil Filter	36541	256-795537	09/19/2012	8.92
101-301-957.000	Motor Pool	CITY OF MANISTEE COMMON ACCT Equipment Rental - Motor Pool	36554		09/01/2012	2,708.33
101-301-985.000	Lease Pur.	US BANK EQUIPMENT FINANCE Kyocera Copier - Mgr/Police	36639	210211694	08/22/2012	92.47
				Total POLICE		5,963.27
Dept: FIRE						
101-336-715.000	Cleaning	NYE UNIFORM COMPANY Name Bar, Collar Brass	36618	383377	09/12/2012	52.70
101-336-728.000	OperSupp	MCMASTER-CARR SUPPLY COMPANY Tool Retractor	36604	31856510	08/15/2012	154.89
101-336-728.000	OperSupp	MCMASTER-CARR SUPPLY COMPANY CREDIT - Tool Retractor	36604	32019253	08/17/2012	-154.89
101-336-728.000	OperSupp	BIG KMART STORE 4845 Homz 18 Gal, 3-Tray	36588	#04845 080312 002 8148	09/02/2012	25.98
101-336-728.000	OperSupp	WAHR HARDWARE, INC. Power Strip Mop	36642	95557	09/14/2012	11.57
101-336-728.000	OperSupp	WAHR HARDWARE, INC. Mini Twist Bulb	36642	95343	09/09/2012	7.02
101-336-728.000	OperSupp	WAHR HARDWARE, INC. Lamp Cord	36642	95407	09/10/2012	6.67
101-336-728.000	OperSupp	WAHR HARDWARE, INC. 65W Indoor Spot	36642	95130	09/03/2012	3.79
101-336-728.000	OperSupp	WAHR HARDWARE, INC. Clamp	36642	95280	09/07/2012	5.20
101-336-728.000	OperSupp	WAHR HARDWARE, INC. Drano Max	36642	95530	09/13/2012	5.21
101-336-728.000	OperSupp	WAHR HARDWARE, INC. Freight	36642	95295	09/08/2012	10.14
101-336-728.000	OperSupp	ABSOLUTE SAFETY, INC. Calibration Gas/met	36533	6263	09/05/2012	180.00
101-336-728.000	OperSupp	DOUGLASS SAFETY SYSTEMS, LLC Replacement Prong for	36563	30949	09/06/2012	109.93
101-336-728.000	OperSupp	DOUGLASS SAFETY SYSTEMS, LLC Vinyl Salvage Cover	36563	30936	08/29/2012	128.94
101-336-728.000	OperSupp	FASTENAL COMPANY Low Carbon Steel Angle	36568	MIMAN92737	09/12/2012	18.16
101-336-728.000	OperSupp	FASTENAL COMPANY High Capacity Towel Roll	36568	MIMAN92560	09/08/2012	71.37
101-336-728.000	OperSupp	JACKPINE BUSINESS CENTERS Copy Paper	36582	335705-0	09/08/2012	36.90
101-336-728.000	OperSupp	CHARTER COMMUNICATIONS INC. Monthly Service - Fire Dept	36551	8245 12 209 0073420 - Aug 12	08/08/2012	76.98
101-336-728.000	OperSupp	MANISTEE ACE HARDWARE Mulch	36535	100840	08/24/2012	4.79
101-336-728.000	OperSupp	JACKPINE BUSINESS CENTERS Dry Erase Marker	36582	335141-0	08/31/2012	1.69
101-336-728.000	OperSupp	OLESON'S FOOD STORES Fire - Misc Supplies	36619	#9645 - 07/06/12	08/05/2012	2.99
101-336-770.000	Vehicle Ga	BLARNEY CASTLE FLEET PROGRAM Fuel Usage	36546	BC177 - 08/06/12	08/20/2012	852.51
101-336-790.000	Fire Preve	KAESER & BLAIR INCORPORATED Badges, Mech Pencil, Eraser	36584	20704030	09/07/2012	1,708.75
101-336-801.000	Pro.Serv.	ACCUMED BILLING INC AccuMed Fees	36534	July 2012	08/01/2012	725.99
101-336-831.000	Con.Repair	KOPY SALES INC. Cost Per Copy - Fire	36589	85185	08/17/2012	10.04
101-336-831.000	Con.Repair	KOPY SALES INC. Cost Per Copy - Fire	36589	84899	07/22/2012	13.71

INVOICE APPROVAL LIST BY FUND
08/28/2012

Date: 08/28/2012
Time: 2:24pm
Page: 4

City of Manistee

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept: FIRE						
101-336-860.000	Trav/Train	HEALTH STREAM INC Subscription - EMT CE	36577	012704	07/31/2012	195.00
101-336-874.000	Blue Cross	JO L ARNOLD In Lieu of Blue Cross Insuranc	36539		08/25/2012	250.00
101-336-874.000	Blue Cross	DANIEL J JANOWIAK In Lieu of Blue Cross Insuranc	36583		08/25/2012	250.00
101-336-874.000	Blue Cross	MARK A MODJESKI In Lieu of Blue Cross Insuranc	36612		08/25/2012	250.00
101-336-874.000	Blue Cross	SID SCRIMGGER In Lieu of Blue Cross Insuranc	36630		08/25/2012	250.00
101-336-874.000	Blue Cross	TIMM H SMITH In Lieu of Blue Cross Insuranc	36632		08/25/2012	250.00
101-336-874.000	Blue Cross	JERRY J TABACZKA In Lieu of Blue Cross Insuranc	36635		08/25/2012	250.00
101-336-930.000	Repairs/Ma	BIG KMART STORE 4845 28 Gal Clear	36588	#04845 080612 002 85588	09/05/2012	45.98
101-336-930.000	Repairs/Ma	AUTO VALUE \ BTB PARTS STORES 12V credit, BXT65850, Diesel C	36541	256-795383	09/17/2012	59.33
101-336-930.000	Repairs/Ma	AUTO VALUE \ BTB PARTS STORES HD Elbow, 3-1/2 HD BX Clm	36541	256-794358	09/07/2012	28.58
101-336-930.000	Repairs/Ma	MANISTEE ACE HARDWARE Clicker, Battery	36535	101500	09/08/2012	50.48
101-336-930.000	Repairs/Ma	MCMMASTER-CARR SUPPLY COMPANY Tool Retractor	36604	33807040	09/07/2012	161.35
101-336-930.000	Repairs/Ma	MARK HANSEN Fire - Window Sill, Tuck Point	36576		08/17/2012	267.35
101-336-957.000	Motor Pool	CITY OF MANISTEE COMMON ACCT Equipment Rental - Motor Pool	36554		09/01/2012	2,308.33
				Total FIRE		8,687.43
Dept: PUBLIC WORKS						
101-441-715.000	Cleaning	SNYDER'S SHOES Safety Boots - Kotecki	36633	12548	08/19/2012	92.65
101-441-715.000	Cleaning	MODEL COVERALL SERVICE, INC. Uniform Cleaning - DPW	36611	0281425	09/19/2012	26.80
101-441-715.000	Cleaning	MODEL COVERALL SERVICE, INC. Uniform Cleaning - DPW	36611	0283181	09/26/2012	26.80
101-441-728.000	OperSupp	JACKPINE BUSINESS CENTERS Lysol Foam Cleaner	36582	335743-1	09/12/2012	48.95
101-441-728.000	OperSupp	JACKPINE BUSINESS CENTERS Lysol Disinfectant, Bowl Clean	36582	335743-2	09/13/2012	399.45
101-441-728.000	OperSupp	JACKPINE BUSINESS CENTERS Simple Green, Lava, Pine Sol	36582	335743-0	09/09/2012	85.93
101-441-728.000	OperSupp	JACKPINE BUSINESS CENTERS Air Freshener	36582	335743-3	09/16/2012	59.88
101-441-770.000	Vehicle Ga	BLARNEY CASTLE FLEET PROGRAM Fuel Usage	36546	BC177 - 08/06/12	08/20/2012	170.81
101-441-770.000	Vehicle Ga	BLARNEY CASTLE FLEET PROGRAM Fuel Usage	36546	BC177 - 08/06/12	08/20/2012	6,206.10
101-441-831.000	Con.Repair	CUSTOM SHEET METAL & HEATING Furnace/Boiler Maint	36561	0000058288	09/15/2012	259.80
101-441-831.000	Con.Repair	CUSTOM SHEET METAL & HEATING Furnace/Boiler Maint	36561	0000058287	09/15/2012	77.95
101-441-930.000	Repairs/Ma	AUTO VALUE \ BTB PARTS STORES Stabilizer	36541	256-795959	09/22/2012	6.89
101-441-930.000	Repairs/Ma	NAPA AUTO PARTS Fuel Filter	36613	150364	08/09/2012	26.95
101-441-930.000	Repairs/Ma	MANISTEE TIRE SERVICE Used Tire, Install	36601	136196	09/12/2012	25.00
101-441-930.000	Repairs/Ma	AUTO VALUE \ BTB PARTS STORES Oil Filter	36541	256-794472	09/08/2012	10.16
101-441-930.000	Repairs/Ma	NAPA AUTO PARTS Synthetic Blend	36613	151277	08/24/2012	63.47
101-441-930.000	Repairs/Ma	WAHR HARDWARE, INC. Galv Pipe, Pipe Threading	36642	95876	09/23/2012	6.82
101-441-930.000	Repairs/Ma	WAHR HARDWARE, INC. W&H Killer	36642	95884	09/23/2012	8.00
101-441-930.000	Repairs/Ma	NAPA AUTO PARTS Hos Clmp, Tractor, Freon	36613	151313	08/24/2012	94.00
101-441-930.000	Repairs/Ma	MANISTEE TIRE SERVICE Cooper Tires, Install	36601	136536	09/23/2012	383.22

INVOICE APPROVAL LIST BY FUND
08/28/2012

Date: 08/28/2012
Time: 2:24pm
Page: 5

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						
101-441-930.000	Repairs/Ma	NAPA AUTO PARTS	36613		08/08/2012	-12.00
		Core Deposit		150291		
101-441-930.000	Repairs/Ma	WAHR HARDWARE, INC.	36642		09/20/2012	51.45
		Nylon Rope, Snap Qk Rd Rgd		95759		
101-441-930.000	Repairs/Ma	WAHR HARDWARE, INC.	36642		09/01/2012	48.04
		Nylon Rope, Snap Quick Rd Swv		95758		
101-441-930.000	Repairs/Ma	WAHR HARDWARE, INC.	36642		09/19/2012	22.79
		CLR Cleaner, Gloves		95706		
101-441-930.000	Repairs/Ma	GRAND RENTAL STATION	36573		09/16/2012	38.99
		Misc Shop Materials, Oil, Labo		3336		
101-441-930.000	Repairs/Ma	WAHR HARDWARE, INC.	36642		09/16/2012	3.86
		Pipe		95644		
101-441-930.000	Repairs/Ma	MANISTEE ACE HARDWARE	36535		09/16/2012	23.94
		Cement		101857		
101-441-930.000	Repairs/Ma	BELL EQUIPMENT COMPANY	36545		09/07/2012	126.50
		Fill Hose - NST		0086984		
101-441-930.000	Repairs/Ma	NAPA AUTO PARTS	36613		08/06/2012	241.20
		Battery, Core Deposit, Seal		150146		
101-441-930.000	Repairs/Ma	AUTO VALUE \ BTB PARTS STORES	36541		09/09/2012	8.29
		Fuel Filter		256-794656		
101-441-930.000	Repairs/Ma	NAPA AUTO PARTS	36613		08/10/2012	2.22
		Fuel Fil		150467		
101-441-930.000	Repairs/Ma	FASTENAL COMPANY	36568		09/26/2012	21.93
		Flat Washer, Hex Nut, Hex Cap		MIMAN93056		
101-441-957.000	Motor Pool	CITY OF MANISTEE COMMON ACCT	36554		09/01/2012	6,166.67
		Equipment Rental - Motor Pool				
Total PUBLIC WORKS						14,823.51
Dept: COMMUNITY DEVELOPMENT OFFICE						
101-748-831.000	Con.Repair	KOPY SALES INC.	36589		08/17/2012	38.81
		Cost Per Copy - Comm Dev		85180		
101-748-860.000	Trav/Train	NORTHWEST MICHIGAN COUNCIL	36616		08/24/2012	110.00
		Registration - Placemaking &				
Total COMMUNITY DEVELOPMENT OFFICE						148.81
Dept: PARKS & RECREATION						
101-751-728.000	OperSupp	JACKPINE BUSINESS CENTERS	36582		09/22/2012	249.95
		Softpull Cntrpnl Towels		336330-0		
101-751-728.000	OperSupp	JACKPINE BUSINESS CENTERS	36582		09/15/2012	149.93
		Bath Tissue, Towels		335871-1		
101-751-728.000	OperSupp	JACKPINE BUSINESS CENTERS	36582		09/13/2012	163.97
		Towels, Liners		335871-0		
101-751-728.000	OperSupp	JACKPINE BUSINESS CENTERS	36582		09/13/2012	49.97
		Bath Tissue		335746-1		
101-751-728.000	OperSupp	FASTENAL COMPANY	36568		09/07/2012	225.86
		Pull Towel Dispenser, Dispens		MIMAN92655		
101-751-728.000	OperSupp	JACKPINE BUSINESS CENTERS	36582		09/09/2012	119.32
		Towels, Gojo Soap, Liners		335746-0		
101-751-770.000	Vehicle Ga	BLARNEY CASTLE FLEET PROGRAM	36546		08/20/2012	711.96
		Fuel Usage		BC177 - 08/06/12		
101-751-831.000	Con.Repair	LANCE LISTON	36591		07/22/2012	35.00
		Mack Park - Adjust Clock		415359		
101-751-831.000	Con.Repair	LANCE LISTON	36591		07/22/2012	140.00
		First St Ball Diamonds - Rotor		415358		
101-751-831.000	Con.Repair	LANCE LISTON	36591		08/12/2012	182.00
		Duffy Park - Replace Rotors		415357		
101-751-831.000	Con.Repair	LANCE LISTON	36591		08/12/2012	282.00
		Water Fountain - Solinoid,		415356		
101-751-831.000	Con.Repair	LANCE LISTON	36591		07/22/2012	114.00
		Veteran's Memorial - Rotor		415355		
101-751-831.000	Con.Repair	TOP LINE ELECTRIC LLC	36638		08/14/2012	111.00
		River Street Fountain		3620		
101-751-920.000	Gas	DTE ENERGY	36565		09/09/2012	29.94
		Gas Usage - 580 Maple St				
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC.	36642		09/21/2012	19.68
		Bowl Cleaner		95781		
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC.	36642		09/19/2012	0.50
		Tape		95719		
101-751-930.000	Repairs/Ma	MANISTEE TIRE SERVICE	36601		09/21/2012	15.00
		Inside Patch		136485		

INVOICE APPROVAL LIST BY FUND
08/28/2012

Date: 08/28/2012
Time: 2:24pm
Page: 6

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							
101-751-930.000	Repairs/Ma	GREAT LAKES HOLDERS	36574			08/21/2012	689.00
		Custom Holders		1497			
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC.	36642			09/19/2012	7.19
		Screw Ext		95710			
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC.	36642			09/12/2012	12.44
		Bleach		95463			
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC.	36642			09/20/2012	17.52
		Key		95731			
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC.	36642			08/25/2012	9.88
		Wasp & Hornet Spray		94776			
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC.	36642			08/15/2012	62.98
		Garden Hose		94375			
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC.	36642			08/28/2012	2.19
		Nipple, Bushing		94859			
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC.	36642			09/07/2012	8.44
		Chuck Key		95274			
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC.	36642			09/08/2012	2.16
		Bolts		95318			
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC.	36642			09/08/2012	5.39
		Carbide Tip		95317			
101-751-930.000	Repairs/Ma	GRAND RENTAL STATION	36573			08/23/2012	21.47
		22" Mower Blade		1-518954			
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC.	36642			09/07/2012	107.10
		Osc Sprinkler, PVC Nipple, Bus		95255			
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC.	36642			09/01/2012	4.22
		Drill Bit 3/8		95060			
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC.	36642			09/07/2012	4.69
		Titt/Nitr 7/32		95256			
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC.	36642			09/05/2012	15.92
		Ceiling Box, lampholder Fibrgl		95163			
101-751-930.000	Repairs/Ma	GRAND RENTAL STATION	36573			09/07/2012	31.38
		Echo - Spring, Button		1-519317			
101-751-930.000	Repairs/Ma	GRAND RENTAL STATION	36573			09/06/2012	31.80
		Echo Oil Mix		1-519288			
101-751-930.000	Repairs/Ma	AUTO VALUE \ BTB PARTS STORES	36541			09/15/2012	143.86
		Swivel Vise, Oil Filters		256-795169			
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC.	36642			09/15/2012	1.40
		Bolts		95601			
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC.	36642			09/14/2012	47.97
		Batteries		95535			
101-751-930.000	Repairs/Ma	CHEMSEARCH	36552			08/13/2012	342.56
		POW Plus Aerosol		810415			
101-751-930.000	Repairs/Ma	MANISTEE TIRE SERVICE	36601			09/12/2012	51.39
		Tire, Labor		136214			
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC.	36642			09/12/2012	12.59
		Tank Sprayer		95468			
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC.	36642			09/09/2012	4.69
		Drill Bit		95351			
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC.	36642			09/09/2012	5.12
		Spring Chain		95338			
101-751-930.000	Repairs/Ma	GRAND RENTAL STATION	36573			09/09/2012	107.94
		21" Snapper Blade		1-519385			
101-751-930.000	Repairs/Ma	GRAND RENTAL STATION	36573			09/07/2012	65.59
		Trimmer Line		1-519318			
101-751-930.000	Repairs/Ma	LEROY'S LOCKSHOP	36590			09/09/2012	78.00
		Dupl Key, Pick Lock, Rekey		11942			
101-751-957.000	Motor Pool	CITY OF MANISTEE COMMON ACCT	36554			09/01/2012	3,083.33
		Equipment Rental - Motor Pool					
Total PARKS & RECREATION							7,578.29
Fund Total							543,449.02
Fund: MAJOR STREET FUND							
Dept:							
202-000-936.000	PreservSts	CITY OF MANISTEE GENERAL FUND	36555			09/01/2012	8,750.00
		Major & Local Street Reimburse					
202-000-938.000	Winter Mai	CITY OF MANISTEE GENERAL FUND	36555			09/01/2012	8,083.33
		Major & Local Street Reimburse					
Total							16,833.33

INVOICE APPROVAL LIST BY FUND
08/28/2012

Date: 08/28/2012
Time: 2:24pm
Page: 7

City of Manistee

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Abbrev	Invoice Description	Number	Number	Date		
Fund: MAJOR STREET FUND							
						Fund Total	16,833.33
Fund: LOCAL STREET FUND							
203-000-936.000	PreservSts	CITY OF MANISTEE GENERAL FUND	36555		09/01/2012		3,750.00
		Major & Local Street Reimburse					
203-000-938.000	Winter Mai	CITY OF MANISTEE GENERAL FUND	36555		09/01/2012		2,666.67
		Major & Local Street Reimburse					
				Total			6,416.67
						Fund Total	6,416.67
Fund: CITY REFUSE FUND							
226-000-755.000	Yard Bags	MARSHALL PLASTIC FILM, INC.	36602		08/15/2012		8,400.00
		Biodegradable Bags		55512			
226-000-826.000	Res Cntrct	ALLIED WASTE SERVICES #239	36537		08/30/2012		26,699.21
		Residential, Recycle, Yard Wst		0239-001573861			
226-000-827.000	Muncpl Rfs	ALLIED WASTE SERVICES #239	36537		08/30/2012		1,581.52
		Parks, Marina, DPW, Fire		0239-001568418			
226-000-829.001	Yard Waste	ALLIED WASTE SERVICES #239	36537		08/30/2012		3,611.00
		Residential, Recycle, Yard Wst		0239-001573861			
226-000-829.002	Yard Waste	CITY OF MANISTEE GENERAL FUND	36555		09/01/2012		1,666.67
		Reimburse for Yard Waste					
226-000-829.002	Yard Waste	ELMER'S CRANE & DOZER, INC.	36567		09/13/2012		8,150.00
		Screen Rental		803300			
				Total			50,108.40
						Fund Total	50,108.40
Fund: BROWNFIELD REDEVELOPMENT AUTHO							
243-693-801.000	Pro.Serv.	ELMER'S CRANE & DOZER, INC.	36532		08/24/2012		158,359.25
		334 River St Brownfield Projec		1			
				Total 334 River St Grant			158,359.25
						Fund Total	158,359.25
Fund: EPA GRANT - PETROLEUM							
251-000-810.000	Engineer	NTH CONSULTANTS, LTD	36617		09/09/2012		4,875.96
		Phase II Environmental Service		584657			
				Total			4,875.96
						Fund Total	4,875.96
Fund: EPA GRANT - HAZARDOUS							
252-000-810.000	Engineer	NTH CONSULTANTS, LTD	36617		09/09/2012		3,700.00
		Phase I Environmental Services		584658			
252-000-810.000	Engineer	NTH CONSULTANTS, LTD	36617		09/09/2012		1,766.95
		Phase II Environmental Service		584657			
				Total			5,466.95
						Fund Total	5,466.95
Fund: GRANT MANAGEMENT FUND							
275-901-965.047	2011 Cycle	WEST SHORE FIRE, INC.	36647		08/30/2012		988.00
		Rechg LED Flashlight, Charger		4711			
275-901-965.053	2012 Cycle	MANISTEE CO. HISTORICAL MUSEUM	36597		08/27/2012		2,954.14
		Museum Computer Equip -					
				Total LOCAL REVENUE SHARING GRANTS			3,942.14

INVOICE APPROVAL LIST BY FUND
08/28/2012

Date: 08/28/2012
Time: 2:24pm
Page: 8

City of Manistee

Fund	Department	Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GRANT MANAGEMENT FUND								
							Fund Total	3,942.14
Fund: PEG COMMISSION								
	Dept:	290-000-801.000	Pro.Serv.	KEITH R BROWN PHD MPA Operations - Sept 2012	36548		09/01/2012	3,333.33
						Total		3,333.33
							Fund Total	3,333.33
Fund: RAMSDELL THEATRE								
	Dept:	296-000-728.000	OperSupp	KERRY SCHUBACH Ramsdell - Site Manager	36629		08/18/2012	72.50
		296-000-728.000	OperSupp	LORI WELCH Ramsdell - Site Manager	36645	AVENDT WEDDING	08/18/2012	87.50
		296-000-728.000	OperSupp	MAC'S CLEANING SERVICE Tissue, Toilet Paper, Hand Tow	36594	AVENDT WEDDING	07/30/2012	1,240.80
		296-000-728.000	OperSupp	WAHR HARDWARE, INC. D-Con Mouse Prufe	36642	8586	08/23/2012	18.84
		296-000-728.000	OperSupp	EMMET REIMER Ramsdell - Light Tech	36628	94690	08/25/2012	100.00
		296-000-728.000	OperSupp	MARC C DIMMITT Ramsdell - Sound Tech	36562	IWANUSA WEDDING	08/25/2012	100.00
		296-000-751.000	Concession	OLESON'S FOOD STORES Water	36619	IWANUSA WEDDING	09/16/2012	4.99
		296-000-751.000	Concession	TAYLOR PIETRASIK Ramsdell - Concessions	36622	#0542 - 08/17/12	08/15/2012	52.50
		296-000-751.000	Concession	KERRY SCHUBACH Ramsdell - Concessions	36629	FRANKENSTEIN DAUGHTER	08/11/2012	30.00
		296-000-751.000	Concession	OLESON'S FOOD STORES Ramsdell - concessions	36619	GLASS MENAGERIE	08/15/2012	82.00
		296-000-751.000	Concession	ASHLEY PEDDIE Ramsdell - Concessions	36621	#4384 - 07/16/12	08/19/2012	50.00
		296-000-751.000	Concession	ASHLEY PEDDIE Ramsdell - Concessions	36621	THE GLASS MENAGERIE	08/20/2012	22.50
		296-000-751.000	Concession	ZACHARY K PIETRASIK Ramsdell - Concessions	36623	GEORGE COLE	08/18/2012	50.00
		296-000-751.000	Concession	ZACHARY K PIETRASIK Ramsdell - Concessions	36623	THE GLASS MENAGERIE	08/15/2012	30.00
		296-000-751.000	Concession	ZACHARY K PIETRASIK Ramsdell - Concessions	36623	FRANKENSTEINS DAUGHTER	08/22/2012	40.00
		296-000-751.000	Concession	TAYLOR PIETRASIK Ramsdell - Concessions	36622	THE BRAIN THAT WOULDNT DIE	08/11/2012	50.00
		296-000-752.000	Movie Exp	NICHOLAS NIESEN Ramsdell - Site Manager	36614	THE GLASS MENAGERIE	08/15/2012	52.50
		296-000-753.000	Performanc	GEORGE COLE Ramsdell - Performance	36530	FRANKENSTEINS DAUGHTER	08/20/2012	200.00
		296-000-801.000	Pro.Serv.	THEODORE N BATZER MD Fitness to Work - Dimmitt	36544	61910	09/13/2012	97.00
		296-000-801.000	Pro.Serv.	NORTHERN FIRE & SAFETY Ramsdell - Fire Ext Insp	36615	250276	08/02/2012	180.00
		296-000-801.000	Pro.Serv.	SEAMUS SHINNERS Ramsdell Theatre - Presenter	36631		08/28/2012	450.00
		296-000-831.000	Con.Repair	TOP LINE ELECTRIC LLC Ramsdell - basement classroom	36638	3512	08/06/2012	6,601.30
		296-000-831.000	Con.Repair	MARK HANSEN Ramsdell / Topline - Light Brd	36576		08/09/2012	139.41
		296-000-831.000	Con.Repair	MARK HANSEN Ramsdell - Window Guardrail	36576		08/03/2012	187.95
		296-000-920.000	Gas	DTE ENERGY Gas Usage - 101 Maple St	36565		09/12/2012	48.97
		296-000-930.000	Repairs/Ma	MARC C DIMMITT Audio Wiring Upgrade - Ramsdel	36562		08/19/2012	120.00
						Total		10,108.76
							Fund Total	10,108.76
Fund: RAMSDELL RESTORATION PROJECT								

INVOICE APPROVAL LIST BY FUND
08/28/2012

Date: 08/28/2012
Time: 2:24pm
Page: 9

City of Manistee

Fund	Department	Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: RAMSDELL RESTORATION PROJECT								
Dept:								
		297-000-970.000	Cap.Outlay	RICHARD D CAYLOR Ramsdell - Satellite Dish,	36531	12713	08/20/2012	4,928.80
						Total		4,928.80
							Fund Total	4,928.80
Fund: BOAT RAMP FUND								
Dept:								
		508-000-850.000	Phone	AT&T Monthly Service	36540	2012 - 231398258508	09/12/2012	19.64
						Total		19.64
							Fund Total	19.64
Fund: WATER & SEWER UTILITY								
Dept:								
		573-000-300.005	1998 B Pri	BANK OF NEW YORK TRUST COMPANY 2969-MFA Princ + Int SRF	36543	Aug 2012	08/06/2012	140,000.00
		573-000-300.007	1999 B Pri	BANK OF NEW YORK TRUST COMPANY 2969-MFA Princ + Int SRF	36543	Aug 2012	08/06/2012	115,000.00
		573-000-300.010	2010 SRF B	BANK OF NEW YORK TRUST COMPANY 2969-MFA Princ + Int SRF	36543	Aug 2012	08/06/2012	25,000.00
		573-000-300.011	2010 DWRP	BANK OF NEW YORK TRUST COMPANY 2969-MFA Princ + Int SRF	36543	Aug 2012	08/06/2012	20,000.00
						Total		300,000.00
Dept: ADMINISTRATION								
		573-541-728.000	OperSupp	JACKPINE BUSINESS CENTERS Pad, Binders, Tape, Folders	36582	336217-0	09/16/2012	63.20
		573-541-728.000	OperSupp	LORI HANSEN Office Cleaning	36575		07/29/2012	75.00
		573-541-728.000	OperSupp	MISS DIG SYSTEM, INC. Monthly Service Charge, Faxes	36610	42312	08/30/2012	216.74
		573-541-728.000	OperSupp	LORI HANSEN Office Cleaning	36575		07/29/2012	75.00
		573-541-728.000	OperSupp	JACKPINE BUSINESS CENTERS Stamp Ink Cartridges	36582	334738-0	08/29/2012	12.70
		573-541-728.000	OperSupp	JACKPINE BUSINESS CENTERS Lam. Sheet	36582	335502-0	09/06/2012	39.99
		573-541-728.000	OperSupp	JACKPINE BUSINESS CENTERS Custom Stamp	36582	334738-1	09/05/2012	78.99
		573-541-728.000	OperSupp	JACKPINE BUSINESS CENTERS Sign Here Flags	36582	335510-0	09/06/2012	11.08
		573-541-820.000	admin	CITY OF MANISTEE GENERAL FUND Administration - Water	36555		09/01/2012	23,083.33
		573-541-831.000	Con.Repair	KOPY SALES INC. Cost Per Copy - Garage	36589	85184	08/17/2012	30.53
		573-541-850.000	Phone	AT&T Monthly Service	36540	2012 - 231723149608	09/12/2012	95.99
						Total ADMINISTRATION		23,782.55
Dept: WATER OPERATION								
		573-542-715.000	Cleaning	SNYDER'S SHOES Safety Boots - Hiller	36633	12451	08/02/2012	140.00
		573-542-745.000	Chemicals	WEBB CHEMICAL SERVICE CORP. Container Refund	36644	102844	09/08/2012	-90.00
		573-542-745.000	Chemicals	WEBB CHEMICAL SERVICE CORP. Container Refund	36644	102843	09/08/2012	-840.00
		573-542-745.000	Chemicals	WEBB CHEMICAL SERVICE CORP. Sodium Hypochlorite, Hydrofluo	36644	383684	07/20/2012	1,795.00
		573-542-745.000	Chemicals	WEBB CHEMICAL SERVICE CORP. Sodium Hypochlorite, Hydrofluo	36644	383685	07/20/2012	3,471.50
		573-542-750.000	Meters	MICHIGAN METER TECHNOLOGY GRP Meter, Coupling, Repair Clamp	36606	87126	08/31/2012	3,699.07
		573-542-770.000	Vehicle Ga	BLARNEY CASTLE FLEET PROGRAM Fuel Usage	36546	BC177 - 08/06/12	08/20/2012	443.68
		573-542-824.000	Lab Test	WAHR HARDWARE, INC. Freight	36642	94226	08/11/2012	8.96

INVOICE APPROVAL LIST BY FUND
08/28/2012

Date: 08/28/2012
Time: 2:24pm
Page: 11

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								
		573-543-860.000	Trav/Train	DOUGLAS HILL Registration - J. Szpliet	36578		08/06/2012	125.00
		573-543-925.000	Electric	CONSUMERS ENERGY Electric Usage	36560		09/13/2012	9,112.48
		573-543-930.000	Repairs/Ma	J.O. GALLOUP COMPANY Helix Wire Hose, Male Adapter,	36581	1534889-00	09/09/2012	749.94
		573-543-930.000	Repairs/Ma	NORTHERN FIRE & SAFETY Hydrotest/Rechg, Serv Collar	36615	245210	08/13/2012	264.00
		573-543-930.000	Repairs/Ma	MANISTEE ACE HARDWARE Shovel Handle	36535	101538	09/09/2012	15.49
		573-543-930.000	Repairs/Ma	AUTO VALUE \ BTB PARTS STORES Marine Stabil, Antifeez Tester	36541	256-794382	09/07/2012	38.34
		573-543-930.000	Repairs/Ma	WAHR HARDWARE, INC. Clvs Grd Hook	36642	95654	09/17/2012	10.42
		573-543-930.000	Repairs/Ma	KERR PUMP AND SUPPLY Freight - R&L Carriers	36587	INV143574FGT	08/25/2012	98.94
		573-543-930.000	Repairs/Ma	KERR PUMP AND SUPPLY Freight - Con-Way	36587	INV143623FGT	08/25/2012	79.06
		573-543-930.000	Repairs/Ma	MANISTEE ACE HARDWARE Greenworks, Elect Tape,	36535	100982	08/29/2012	75.34
		573-543-930.000	Repairs/Ma	MANISTEE ACE HARDWARE Elect Tape, Sponge	36535	100987	08/29/2012	14.32
		573-543-930.000	Repairs/Ma	WAHR HARDWARE, INC. Tape Rule	36642	94633	08/22/2012	10.33
		573-543-930.000	Repairs/Ma	AUTO VALUE \ BTB PARTS STORES Pm G1 5 80w90 Ge	36541	256-792365	08/18/2012	48.00
		573-543-930.000	Repairs/Ma	ALLIED MECHANICAL SERVICES INC Pneumatic Actuator	36536	105971	07/26/2012	250.71
		573-543-930.000	Repairs/Ma	J.O. GALLOUP COMPANY Tigerflex CE/BW Hoses	36581	1522241-00	08/26/2012	1,542.00
		573-543-930.000	Repairs/Ma	J.O. GALLOUP COMPANY SS Preformed Punch Lok Clamp	36581	1533449-00	08/29/2012	70.56
		573-543-930.000	Repairs/Ma	FASTENAL COMPANY China Bristle Paint Brush	36568	MIMAN92449	08/29/2012	8.01
		573-543-930.000	Repairs/Ma	FASTENAL COMPANY Split Lock Washer	36568	MIMAN92239	08/17/2012	1.40
		573-543-930.000	Repairs/Ma	USA BLUE BOOK 1/4 Fnpt Connection	36640	733358	09/01/2012	320.49
		573-543-957.000	Motor Pool	CITY OF MANISTEE COMMON ACCT Equipment Rental - Motor Pool	36554		09/01/2012	2,916.67
		573-543-970.000	Cap.Outlay	TERRAPIN NETWORKS Wireless Network Project	36637	31329 #5	09/01/2011	250.00
Total SEWER - WWTP								26,835.93
Dept: SEWER COLLECTION (STREETS)								
		573-544-715.000	Cleaning	MODEL COVERALL SERVICE, INC. Uniform Cleaning - Str Sewer	36611	0281423	09/19/2012	17.64
		573-544-715.000	Cleaning	MODEL COVERALL SERVICE, INC. Uniform Cleaning - Str Sewers	36611	0283179	09/26/2012	17.64
		573-544-728.000	OperSupp	ABSOLUTE SAFETY, INC. Streamlight Spotlight	36533	COM160712	08/15/2012	69.95
		573-544-860.000	Trav/Train	MICHIGAN SECTION - AWWA Water Distribution Registratio	36608		08/24/2012	450.00
		573-544-930.000	Repairs/Ma	EJ USA, INC Hist Manistee San / Stm	36566	3515909	09/13/2012	2,089.44
		573-544-930.000	Repairs/Ma	AUTO VALUE \ BTB PARTS STORES Connector	36541	256-795069	09/14/2012	9.39
		573-544-930.000	Repairs/Ma	PARKDALE BLOCK & BUILDING Manhole Blk	36620	20746	08/15/2012	10.00
		573-544-930.000	Repairs/Ma	CADILLAC PLUMBING-HEATING Pipe Wrench, H.D. Wrench	36550	634057	08/25/2012	108.04
		573-544-957.000	Motor Pool	CITY OF MANISTEE COMMON ACCT Equipment Rental - Motor Pool	36554		09/01/2012	2,916.67
Total SEWER COLLECTION (STREETS)								5,688.77
Dept: Water & Sewer Bond & Interest								
		573-574-995.003	1997 B Int	BANK OF NEW YORK TRUST COMPANY 2969-MFA Princ + Int SRF	36543	Aug 2012	08/06/2012	1,743.75
		573-574-995.005	1998 B Int	BANK OF NEW YORK TRUST COMPANY 2969-MFA Princ + Int SRF	36543	Aug 2012	08/06/2012	11,981.25

INVOICE APPROVAL LIST BY FUND
08/28/2012

Date: 08/28/2012
Time: 2:24pm
Page: 12

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 & Sewer Bond & Interest						
573-574-995.007	1999 B Int	BANK OF NEW YORK TRUST COMPANY 2969-MFA Princ + Int SRF	36543		08/06/2012	14,625.00
573-574-995.009	2006 SRF B	BANK OF NEW YORK TRUST COMPANY 2969-MFA Princ + Int SRF	36543	Aug 2012	08/06/2012	17,405.94
573-574-995.010	2010 SRF I	BANK OF NEW YORK TRUST COMPANY 2969-MFA Princ + Int SRF	36543	Aug 2012	08/06/2012	7,878.68
573-574-995.011	2010 DWRF	BANK OF NEW YORK TRUST COMPANY 2969-MFA Princ + Int SRF	36543	Aug 2012	08/06/2012	5,558.18
573-574-995.013	2011 SRF B	BANK OF NEW YORK TRUST COMPANY 2969-MFA Princ + Int SRF	36543	Aug 2012	08/06/2012	15,811.06
573-574-995.014	2011 DWRF	BANK OF NEW YORK TRUST COMPANY 2969-MFA Princ + Int SRF	36543	Aug 2012	08/06/2012	5,338.68
Total Water & Sewer Bond & Interest						80,342.54
Fund Total						459,237.95
Fund: MARINA FUND						
Dept:						
594-000-728.000	OperSupp	FASTENAL COMPANY Paper Towel, Oil Sorbent Pads,	36568	MIMAN92478	08/30/2012	174.24
594-000-728.000	OperSupp	JACKPINE BUSINESS CENTERS Prem Smooth Edge Bus	36582	335229-0	09/01/2012	8.99
594-000-728.000	OperSupp	BIG KMART STORE 4845 Hefty, Fac Tis	36588	#04845 080112 002 79966	08/31/2012	38.92
594-000-728.000	OperSupp	THE HOME CITY ICE COMPANY 7 lb Bagged Ice	36579	1969121790	08/04/2012	110.00
594-000-728.000	OperSupp	WAHR HARDWARE, INC. CREDIT - Soaker Hose	36642	94111	08/09/2012	-25.08
594-000-728.000	OperSupp	THE HOME CITY ICE COMPANY 7 lb Bagged Ice	36579	1963122870	08/10/2012	77.00
594-000-728.000	OperSupp	THE HOME CITY ICE COMPANY Bagged Ice	36579	1969121759	07/30/2012	155.10
594-000-728.000	OperSupp	GLOBAL EQUIPMENT COMPANY SureFlo Soap System	36570	105023184	09/08/2012	243.72
594-000-728.000	OperSupp	FASTENAL COMPANY Bathroom Tissue, Paper Towel,	36568	MIMAN92767	09/12/2012	155.88
594-000-728.000	OperSupp	MANISTEE ACE HARDWARE Dustpan, Broom, Grill Brush	36535	101650	09/12/2012	18.47
594-000-728.000	OperSupp	WAHR HARDWARE, INC. Utility Hook, Chip Brush	36642	95408	09/10/2012	11.80
594-000-728.000	OperSupp	JACKPINE BUSINESS CENTERS Index Cards	36582	335734-0	09/08/2012	5.16
594-000-728.000	OperSupp	MANISTEE ACE HARDWARE Key Tags, Coupl Brs, Hose Rplc	36535	101482	09/08/2012	30.95
594-000-728.000	OperSupp	OLESON'S FOOD STORES Coffee, Stir Sticks	36619	#0639 - 08/22/12	09/21/2012	22.65
594-000-728.000	OperSupp	FASTENAL COMPANY Simple Green	36568	MIMAN93017	09/22/2012	30.54
594-000-728.000	OperSupp	FASTENAL COMPANY Fabric Softener, Laundry Deter	36568	MIMAN93023	09/23/2012	141.58
594-000-728.000	OperSupp	JACKPINE BUSINESS CENTERS Cheyanne, Freight	36582	336268-0	09/22/2012	9.85
594-000-730.000	Fuel	BLARNEY CASTLE OIL CO. Gasoline - NL Prem	36547	0405921-IN	09/16/2012	7,647.40
594-000-730.000	Fuel	BLARNEY CASTLE OIL CO. Gasoline - NL Prem	36547	0407343-IN	09/23/2012	3,130.09
594-000-730.000	Fuel	BLARNEY CASTLE OIL CO. Gasoline - NL Prem	36547	0406921-IN	09/23/2012	6,505.65
594-000-730.000	Fuel	BLARNEY CASTLE OIL CO. Gasoline - NL Prem	36547	0403415-IN	09/02/2012	11,768.53
594-000-730.000	Fuel	BLARNEY CASTLE OIL CO. Diesel	36547	0405549-IN	09/13/2012	4,151.52
594-000-730.000	Fuel	BLARNEY CASTLE OIL CO. Gasoline - NL Prem	36547	0404615-IN	09/08/2012	3,644.98
594-000-831.000	Con.Repair	TOP LINE ELECTRIC LLC Marina Power Pedestal	36638	3618	08/14/2012	138.75
594-000-920.000	Gas	DTE ENERGY Gas Usage - 460 River St	36565		09/08/2012	75.08
594-000-930.000	Repairs/Ma	LUDINGTON LOCK & KEY Rekey Cylinder - Marina	36592	12516	08/03/2012	116.00

INVOICE APPROVAL LIST BY FUND
08/28/2012

Date: 08/28/2012
Time: 2:24pm
Page: 13

City of Manistee

Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: MARINA FUND						
Dept:						
594-000-930.000	Repairs/Ma	WAHR HARDWARE, INC. Showerhead	36642	94936	08/30/2012	20.69
				Total		38,408.46
					Fund Total	38,408.46
Fund: CURRENT TAX COLLECTION						
Dept:						
703-000-215.000	Due DDA	DOWNTOWN DEVELOPMENT Summer Tax Distribution	36564		09/27/2012	178,434.46
703-000-221.000	Due City	CITY OF MANISTEE Summer Tax Distribution - Oper	36553		08/28/2012	1,965,864.36
703-000-221.001	Due Refuse	CITY OF MANISTEE REFUSE FUND Summer Tax Distribution	36556		09/27/2012	130,775.77
703-000-221.002	Due Admin	CITY OF MANISTEE Summer Tax Distribution - Admi	36553		08/28/2012	42,463.82
703-000-221.004	Due WatDel	CITY OF MANISTEE WATER & Summer Tax Distribution - Dlq	36557		08/28/2012	6,568.35
703-000-221.005	DueRefDel	CITY OF MANISTEE REFUSE FUND Summer Tax Distribution - Dlq	36556		09/27/2012	884.42
703-000-221.006	DueGenDel	CITY OF MANISTEE Summer Tax Distribution - Weed	36553		08/28/2012	750.00
703-000-222.000	Due County	MANISTEE COUNTY TREASURER Summer Tax Distribution - Ops	36599		08/28/2012	625,328.96
703-000-228.000	Due State	MANISTEE COUNTY TREASURER Summer Tax Distribution - SET	36599		08/28/2012	716,656.97
703-000-228.000	Due State	STATE OF MICHIGAN Summer Tax Distribution - IFT	36634		08/28/2012	6,004.80
703-000-234.000	Due ISD	MANISTEE INTERMEDIATE SCHOOL Summer Tax Distribution	36600		09/27/2012	276,671.82
703-000-235.000	Due WSCC	WEST SHORE COMMUNITY COLLEGE Summer Tax Distribution	36646		09/27/2012	351,217.12
				Total		4,301,620.85
					Fund Total	4,301,620.85
Fund: DELINQUENT TAX COLLECTION						
Dept:						
705-000-215.000	Due DDA	DOWNTOWN DEVELOPMENT Delq Personal Property Tax	36564		09/27/2012	1,318.62
705-000-221.000	Due City	CITY OF MANISTEE Delq Personal Property Tax	36553		08/28/2012	618.03
705-000-221.001	Due Refuse	CITY OF MANISTEE REFUSE FUND Delq Personal Property Tax	36556		09/27/2012	36.32
705-000-221.002	Due Admin	CITY OF MANISTEE Delq Personal Property Tax-Adm	36553		08/28/2012	46.24
705-000-221.003	Due Pe\In	CITY OF MANISTEE Delq Personal Property - Int/P	36553		08/28/2012	192.40
705-000-222.000	Due County	MANISTEE COUNTY TREASURER Delq Personal Property Tax	36599		08/28/2012	662.07
705-000-225.002	MAPS Ops	MANISTEE AREA PUBLIC SCHOOLS Delq Personal Property Tax	36595		09/27/2012	1,352.75
705-000-225.003	MAPS Bond	MANISTEE AREA PUBLIC SCHOOLS Delq Personal Property Tax-Dbt	36595		09/27/2012	536.54
705-000-228.000	Due State	MANISTEE COUNTY TREASURER Delq Personal Property Tax-SET	36599		08/28/2012	365.97
705-000-234.000	Due ISD	MANISTEE INTERMEDIATE SCHOOL Delq Personal Property Tax	36600		09/27/2012	133.13
705-000-235.000	Due WSCC	WEST SHORE COMMUNITY COLLEGE Delq Personal Property Tax	36646		09/27/2012	94.62
				Total		5,356.69
					Fund Total	5,356.69
					Grand Total	5,612,466.20



City of Manistee Housing Commission

273 6th Avenue, Manistee, Michigan 49660

PROVIDING SAFE AFFORDABLE HOUSING



MEMO

Date: September 12, 2012
RE: Recovery Agreement between the U.S. Department of Housing and Urban Development, the City of Manistee and the Manistee Housing Commission
From: Clinton McKinven-Copus, Executive Director
To: Mayor Kenny
City of Manistee City Council Members
Mitch Deisch, City Manager *m Deisch*

Executive Summary:

The Housing Commission was notified by HUD on September 23, 2010 that it had been designated as “troubled or substandard in one area (troubled) for fiscal year-end December 31, 2009”. The designation was given by HUD since the Housing Commission reserves, at the end of the 2009 fiscal year, were less than three months. HUD requires that Public Housing Authorities (PHA) maintain a reserve level equal to three months of operating expense. The Housing Commission’s required reserve level is \$270,000. At fiscal year-end December 31, 2009 the Housing Commission’s reserve level was \$129,868 (1.4 months). The Housing Commission’s reserve level as of July 31, 2012 (last available financial statements) was \$236,813 (2.6 months). Once a PHA is designated “troubled”, HUD performs a complete review of the PHA’s operations. The Recovery Agreement and the attached action plan (Attachment A of the Recovery Agreement) is the result of HUD’s review.

How did the Housing Commission become “troubled”?

The Housing Commission, in 2009, discovered problems with the tenant accounting software that was in place and determined that a new software vendor was required. Through the procurement process a new software was secured. The transition from the previous vendor to the new vendor caused disruption in our financial records. In addition to the software issues, the Housing Commission accountant at that time was not producing accurate financial statements. By the time the Commissioners gained the full picture of the problems with the software and the accountant, the damage to our reserves had already occurred. The Commissioners rectified both issues at the start of fiscal year 2010 (January 1).

What is the status of the Housing Commission today?

At fiscal year-end 2011 HUD designated the Housing Commission a standard performer. The Housing Commission has completed the HUD review process and has adopted the Recovery Agreement and Action Plan to correct identified issues that affect day-to-day operations. The requirements of the Action Plan are achievable and the Housing Commission has successfully completed several of the requirements.

What needs to be done?

The Housing Commission will continue to fulfill the requirements of the Recovery Agreement and the Action Plan as stated by HUD. The Commissioners have approved the Recovery Agreement and the Action Plan and are committed to completing the requirements. It is the Housing Commission's goal to be designated a High Performer by HUD.

At this point in time, the City Council needs to approve the Recovery Agreement and the Action Plan for signature by the Mayor and the City Clerk.

Why is the City required to sign Recovery Agreement? Why is the City involved with this situation?

The City of Manistee's Code of Ordinances, Chapter 270 Housing Commission authorized the creation of the Housing Commission pursuant to Act 18 of the Extra Session of 1933, as amended by Act 80 of the Public Acts of 1935, Act 265 of the Public Acts of 1937 and act 5 of the Extra Session of 1938 (M.S.A. 5.3011) passed 4-5-66. The Ordinance provided for the creation of a Housing Commission that would provide public housing using Federal funds to build, maintain and operate the facilities. Each year, since the inception of the Housing Commission, the City, through the Housing Commission, has received Federal operating support for the day-to-day operations of the Housing Commission and Capital funds for the maintenance of the facilities. Since the City of Manistee holds the appointing authority of Commissioners, the Recovery Agreement must be signed by the City, as presented by HUD.

Neither the City nor the Housing Commission has the ability to alter the language in the Recovery Agreement. Failure to sign the Recovery Agreement could result in the defunding of the Housing Commission and/or receivership by HUD. The Housing Commission Commissioners and staff have made great strides in rectifying the issues that led to the troubled status and are now considered a Standard Performer. The Commissioners and staff have already been working on the requirements of the Recovery Agreement and the Action Plan, completing several of the requirements. By adoption of Housing Commission Resolution 2012-18 authorizing the execution of the Recovery Agreement and the Action Plan, the Commissioners have stated their agreement with the requirements from HUD and urges the City Council to authorize the execution of the Recovery Agreement.

Dale Priester, Commission Board President and Clinton McKinven-Copus, Executive Director will be present at the Council meeting of September 18 to answer any questions members of the Council have.

Sincerely,



Clinton McKinven-Copus
Executive Director



City of Manistee Housing Commission

273 6th Avenue, Manistee, Michigan 49660

PROVIDING SAFE AFFORDABLE HOUSING

MEMO

Date: September 7, 2012

RE: Recovery Agreement with HUD
From: Clinton McKinven-Copus, Executive Director
To: Mitch Deisch
Cindy Lockovich
Michelle Wright

Attachments:

- Copy of Executed Resolution 2012-18 Authorization to Execute the Recovery Agreement. (Original retained and available at the Housing Commission)
- Recovery Agreement between the Manistee Housing Commission and the United States Department of Housing and Urban Development and the City of Manistee. (Original document, see instructions below)
- The Recovery Action Plan (spreadsheet) referred to as Attachment A in the Recovery Agreement

Instructions:

- Page one of the Recovery Agreement
 - In the first paragraph, leave the date and month of execution blank. HUD will fill this section in when the Detroit Field Office executes the agreement
- Document language is not available for review and/or change and amendment
- Page six
 - Please have Mayor Kenny and Michelle Wright execute the document by their signatures
- **IMPERATIVE—the executed document ORIGINAL must be returned directly to me. Upon receipt I am required by HUD to overnight the document to Mr. Willie Garrett at the Detroit Field Office**
- The City should retain a copy of the Recovery Agreement and the Action Plan in its files. Once the terms of the Recovery Agreement and the Action Plan have been met, HUD will issue a release which should be filed at the Housing Commission and the City offices

Other:

- If Council members have questions and/or would like more information, please let me know.

Thanks,

Clint 

9/7/2012 11:14 AM

CHAPTER 270
Housing Commission

270.01	Establishment.	270.03	Powers and duties.
270.02	Appointments; composition; terms; compensation; removals; vacancies.	270.04	Employees of Commission.

CROSS REFERENCES

Municipal housing commissions - see M.C.L.A. Secs. 125.653 et seq.
 Adoption, promulgation and publication of rules - see M.C.L.A. Sec. 125.694b
 Acquisition and maintenance of housing projects - see M.C.L.A. Secs. 125.731 et seq.
 Appointments to commissions generally - see ADM. 210.01(d)(1)
 Retirement plan - see ADM. 294.17
 BOCA National Property Maintenance Code - see B. & H. Ch. 1480
 Rental dwellings - see B. & H. Ch. 1482

270.01 ESTABLISHMENT.

Pursuant to Act 18 of the Extra Session of 1933, as amended by Act 80 of the Public Acts of 1935, Act 265 of the Public Acts of 1937 and Act 5 of the Extra Session of 1938 (M. S. A. 5.3011), a commission is hereby established in and for the City to be known as the Housing Commission.
 (Ord. Unno. Passed 4-5-66.)

270.02 APPOINTMENTS; COMPOSITION; TERMS; COMPENSATION; REMOVALS; VACANCIES.

The Mayor of the City is hereby directed to appoint the members of the Housing Commission, with the consent and approval of the other members of the City Council. The Housing Commission shall consist of five members, each of whose term of office shall be five years. Members of the first Housing Commission shall be appointed for terms of one year, two years, three years, four years and five years, respectively, and annually thereafter one member shall be appointed for a term of five years. The members shall serve without compensation and may be removed from office by the appointing authority. Any vacancy in office shall be filled by the appointing authority for the remainder of the unexpired term. (Ord. Unno. Passed 4-5-66.)

270.03 POWERS AND DUTIES.

The Housing Commission shall have all the powers and duties vested or permitted to be vested in housing commissions by Act 18 of the Extra Session of 1933, as heretofore or hereafter amended, and any laws heretofore or hereafter enacted which are supplemental thereto, it being the intent of this chapter to vest in the Housing Commission all powers and duties permitted by law. (Ord. Unno. Passed 4-5-66.)

270.04 EMPLOYEES OF COMMISSION.

The Housing Commission shall select and appoint such employees as it shall deem necessary for the proper exercise of its powers, functions and duties, and shall pay them such compensation as it shall, with the approval of the Mayor and City Council, fix and determine from time to time.

(Ord. Unno. Passed 4-5-66.)



**City of Manistee
Housing Commission**

273 6th Avenue, Manistee, Michigan 49660

PROVIDING SAFE AFFORDABLE HOUSING

Resolution 2012-18
Authorization to Execute the Recovery Agreement

WHEREAS, the City of Manistee Housing Commission (CMHC) is a Public Housing Authority (PHA) of the United States Department of Housing and Urban Development (HUD), and ;

WHEREAS, CMHC was determined, by HUD, to be a “Financially Troubled Agency” for fiscal year 2009 due to insufficient reserve levels, and;

WHEREAS, HUD conducted a review of the CMHC and its operations, and;

WHEREAS, representatives from HUD met with the Board of Commissioners and the Executive Director to develop steps for recovery and assure the CMHC’s future success, and;

WHEREAS, it is in the mutual interest of the CMHC and HUD to memorialize the recovery plan through the execution of the Recovery Agreement;

NOW, THEREFORE, on the motion of Donna Korzeniewski, supported by Elbert Purdom, and voted upon as follows, **BE IT RESOLVED**, that the CMHC adopt the following resolution:

IT IS HEREBY RESOLVED that the CMHC Board of Commissioners authorizes the President of the Board of Commissions and the Executive Director to execute the Recovery Agreement as presented by HUD.

Those voting in favor:

Donna Korzeniewski Elbert Purdom Dale Priester

Those voting against:

L.B. Bacon

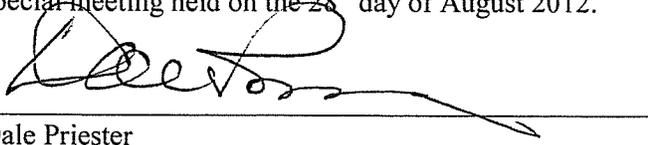
Those absent or abstaining:

Doug Parkes

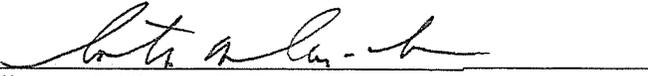
RESOLUTION DECLARED PASSED

CERTIFICATION

I, Clinton McKinven-Copus of the City of Manistee Housing Commission, do hereby CERTIFY that the foregoing is a true and correct copy of the Resolution adopted by the City of Manistee Housing Commission at a special meeting held on the 28th day of August 2012.



Dale Priester
Commission President



Clinton McKinven-Copus
Commission Secretary

Recovery Agreement between
Manistee Housing Commission
And
the United States Department of Housing and Urban Development
And
the City of Manistee

This Recovery Agreement is entered into between the Manistee Housing Commission, the UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT (“HUD”) and the City of Manistee as of this ____ day of _____, 2012.

RECITALS

WHEREAS, under the United States Housing Act of 1937, as amended, (“Act”), 42 U.S.C. § 1437 *et seq.*, the United States Department of Housing and Urban Development (“HUD”) is responsible for administering low income housing programs, and pursuant to the Act, HUD has entered into an Annual Contributions Contract (“ACC”) with the Manistee Housing Commission to develop and operate public housing projects of the Manistee Housing Commission; and

WHEREAS, pursuant to the Act, HUD must evaluate public housing performance and has instituted the Public Housing Assessment System (“PHAS”); and

WHEREAS, on the basis of an annual PHAS score, the Manistee Housing Commission has been designated Troubled or Substandard for financial, physical and/or management indicators, or other such deficiencies as HUD has identified; and

WHEREAS, the Act requires HUD to enter into agreements that establish performance targets, set out strategies for meeting targets, provide for incentives and sanctions for effective implementation of the strategies leading to recovery of performance and attain an improved status of at least a Standard Performer; and

WHEREAS, the recovery of performance is intended to lead to a sustainable sound fiscal management and good governance; and

WHEREAS, the parties desire to correct all HUD-identified deficiencies through the implementation of this Recovery Agreement, (“Agreement”);

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, HUD, the Manistee Housing Commission and the City of Manistee agree as follows:

- I. The Manistee Housing Commission agrees to achieve the outcomes outlined in the Action Plan and incorporated into this Agreement as Exhibit A.
- II. The Manistee Housing Commission and the City of Manistee agree to work together to develop and implement a Sustainability Plan if necessary to achieve recovery.

- III. The Action Plan describes the results following HUD's review and assessments of PHA performance, the measures that need to be implemented to improve the performance and the desired outcomes to be achieved and establishes a timetable to achieve those outcomes. The Action Plan also identifies the available remedies to resolve HUD's determination of non-performance.
- IV. Upon execution of the Agreement, the Manistee Housing Commission will commence with the required actions listed in the Plan within the timeframes set forth therein.
- V. The Manistee Housing Commission will cure identified deficiencies within the timeframes established in the Action Plan.
- VI. Subject to section XII, regardless of possible changes in the Manistee Housing Commission's Board composition, or the decision-making individuals for HUD or the City of Manistee, the term of this Agreement is effective as of the execution date of this document and will continue until completion of the Action Plan in accordance with 6(j) (2) and (3) of the Act, and any agreed upon extensions. This Agreement will remain in effect until the Manistee Housing Commission has completed all items listed in the Plan, even if HUD removes the Manistee Housing Commission's troubled/substandard designation.
- VII. HUD, in its discretion, may provide technical assistance, including training or contract support, to the Manistee Housing Commission to facilitate accomplishment of the items in the Action Plan. The Manistee Housing Commission's compliance with the Action Plan, however, shall not be contingent on HUD's provision of any technical assistance or other discretionary assistance.
- VIII. The Manistee Housing Commission shall provide HUD with written progress reports as identified in the Action Plan. The report shall detail the Manistee Housing Commission's progress towards the completion of the items required by the Action Plan. The reports shall identify those items that have been completed and provide any necessary documentation to support this determination.
- IX. HUD will review the Action Plan progress reports submitted by the Manistee Housing Commission and supporting documentation. HUD will confirm in writing to the Manistee Housing Commission the items that HUD determines to have been successfully completed, those that require additional documentation and those that are past due.
- X. If the Manistee Housing Commission disagrees with HUD's determination concerning the completion of any item, the Manistee Housing Commission may request a reconsideration of the determination and submit additional information to support its position. HUD will provide the Manistee Housing Commission with a written notice of its decision.
- XI. The failure of the Manistee Housing Commission, its employees, officers, agents, or contractors to comply with this Agreement, including the failure to achieve the agreed upon

outcomes or to take the actions or comply with the time frame set forth in the Action Plan, may result in HUD seeking any available remedies, including any of the following actions sequentially or simultaneously:

- a. Consolidation;
 - b. Consortia/Joint Venture;
 - c. Contraction of Operational Activities;
 - d. Cooperative Endeavor Agreement;
 - e. Debarment;
 - f. Deliver possession and control of project(s) to HUD;
 - g. Limited Denial of Participation;
 - h. Receivership; and/or
 - i. Suspension.
- XII. The parties by mutual written agreement may agree to extend the timeframes set forth in the Action Plan from time to time. In the event said timeframes are extended, HUD agrees that it will not take any of the actions against the Manistee Housing Commission as set forth in this section of the Agreement for noncompliance with original timeframes.
- XIII. Communication related to the Recovery Agreement and Action Plan shall be provided to the Public Housing Director and the HUD Recovery Team leader, if applicable.
- XIV. HUD, the Manistee Housing Commission and their employees, subcontractors, partners or assigns, and the City of Manistee shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement to which their activities are subject.
- XV. Notwithstanding any provisions of this Agreement to the contrary, the parties shall not be held liable for any failure or delay in the performance of this Agreement that arises from fires, floods, strikes, embargoes, acts of the public enemy, unusually severe weather, outbreak of war, riots, civil commotion, force majeure, acts of God, or for any other cause of same character which is unavoidable through the exercise of due care and beyond the control of the parties, provided that said failure or delay in the performance of this Agreement attributed to any of the events described herein is acknowledged in writing by HUD. Upon the issuance of HUD's written acknowledgement, the failure to perform shall be deemed excused during the continuance of such circumstances as determined by HUD, but this Agreement shall otherwise remain in effect.
- XVI. In the event of any conflict between terms in this Agreement, including all exhibits, attachments and all other documents specifically incorporated by reference, and HUD's applicable Public Housing requirements including, but not limited to, the Act, HUD regulations there under (and, to the extent applicable, any HUD-approved waivers of regulato-

ry requirements), the ACC, HUD notices, the HUD-approved Declaration of Trust or Declaration of Restrictive Covenants in favor of HUD, and all applicable Federal statutory, executive order and regulatory requirements, as those requirements may be amended from time to time, the applicable Public Housing requirements shall prevail. HUD reserves the right to resolve any conflict.

- XVII. Any modification or amendment of any condition or provision in this Agreement by either party will not imply or constitute a further modification or amendment of the same or any other condition or provision, nor shall it relieve the parties from performing any subsequent obligations strictly in accordance with the term of this Agreement. No modification or amendment shall be effective unless in writing and signed by the party against whom enforcement is sought. Such modification or amendment shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a modification or amendment of any other provision. No modification or amendment of this Agreement shall constitute a HUD-approved waiver of regulatory requirements.
- XVIII. Should any term or provision of this Agreement be held, to any extent invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not affect any other term or provision of this Agreement to the extent that the Agreement shall remain operable, enforceable and in full force and effect to the extent permitted by law.
- XIX. To the extent authorized by the Act and HUD regulations, HUD can unilaterally amend this Agreement. Otherwise, this agreement may be amended by mutual agreement of the parties.
- XX. This Agreement states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations, or agreements previously existing between the parties with respect to the subject matter of this Agreement. However, this Agreement does not supersede, modify or amend the ACC as further described in Paragraph XXII. The parties recognize that any representations, statements or negotiations made by the staff of either party does not suffice to legally bind either party in a contractual relationship unless they have been reduced to writing and signed by their authorized representative(s). This Agreement shall inure to the benefit of and shall be binding upon the parties, their respective assigns, and successors in interest.
- XXI. This Agreement may be executed and delivered in separate counterparts, which, when so executed and delivered, shall be deemed an original.
- XXII. This Agreement does not supersede, modify or amend the ACC between HUD and the Manistee Housing Commission, or in any way excuse the Manistee Housing Commission from complying fully with its obligations under the ACC. HUD does not waive its statutory, regulatory or contractual rights. Nothing contained in this Agreement shall serve to limit, modify or preclude HUD's right to take any remedial action allowed by the ACC or

any provision of the Act or related regulations. Nothing contained in this Agreement shall serve to limit, modify or preclude HUD or the Manistee Housing Commission's right to take any remedial action allowed by the Agreement.

XXIII. The parties agree that any cost associated with the implementation of this Agreement, the Action Plan and the Sustainability Plan shall be their individual responsibility unless specifically agreed in writing between the parties.

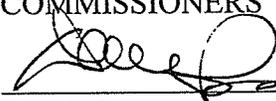
XXIV. The City of Manistee, through its Appointing Authority, acknowledges the importance of effective governance as part of the recovery and sustainability of the Manistee Housing Commission. As a signatory of this Agreement, the City of Manistee commits to oversee and monitor its duly appointed agents, the appointees to the Manistee Housing Commission Governing Board, in the discharge of their duties. Upon the discovery of any failure of the Manistee Housing Commission Board to discharge its duties under this Agreement, the City of Manistee will take all necessary steps to correct the Board's actions or omissions and ensure compliance with the terms of this Agreement.

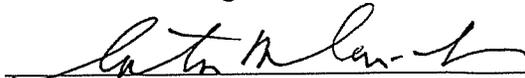
IN WITNESS WHEREOF, the parties or their duly authorized representatives hereby execute this Agreement on the date first written above.

UNITED STATES DEPARTMENT OF HOUSING
AND URBAN DEVELOPMENT

By: _____
Willie C. H. Garrett
Public Housing Director
Detroit Field Office

Manistee Housing Commission
ATTEST: BY ITS BOARD OF
COMMISSIONERS

By:  _____
Dale Priester
Board Chair
Manistee Housing Commission

By:  _____
Clinton McKinven-Copus
Executive Director
Manistee Housing Commission

By: _____
Colleen Kenny
Mayor
City of Manistee

By: _____
Michelle Wright
City Clerk
City of Manistee

Item Number	Results and Determinations from Assessment	Desired Outcome	Measures to Achieve Outcomes	Target Accomplishment	Actual Accomplishment	Remedies	Comments /Accomplishments
AREA: GOVERNANCE							
1	Lacks accurate monthly financial statements	Provide reports that accurately depicts performance and deliver to the Board of Commissioners on a monthly basis.	Hire new accountant and publication of monthly reports	6/28/2011	6/28/2011		MHC worked on and completed this task prior to the HUD team return to complete this agreement.
2	Regular communication needed between the HC and the City of Manistee	a. City being better informed of the operations of the HC b. HC participates on a regular basis in planning use of federal and state dollars targeted for low and moderate income families.	a. HC will include the City in the distribution of Monthly Board Reports (to be sent to the Mayor who will be asked to forward to the Council Members).	a. 08/01/12			
3	Lacks an annual performance plan and goals for the Executive Director by the Board.	Creation of a performance plan with clear and measurable standards.	General framework of the Board. Board to determine when the Executive Director will receive his evaluation. Board and Executive Director will meet to concur with plan. Plan to be voted on and executed.	10/1/2012			
4	Board need periodic training	A fully trained operational Board.	1) Board sets up policy and procedure that all new Board members receive training within three months of their appointment and that all Board Members receive at least 8 hours training (to be specified by the Board of Commissioners) per year. 2) All current Board members will be trained.	1) 10/1/2012 2) 02/01/13			The DFO will perform the training for the Board.
4a.	Implement Board Training	A fully trained operational Board.	HUD and HC establish a 12 month schedule for training	12/1/2012			
5	There is a need to demolish and clean up blighted property next to and adjacent to the Housing Commission's two buildings.	Demolish building and cap land.	The City and the HC will work together to develop a plan for demolishing and capping the site and future repurpose of the site. The HC and City will identify funding sources for the clean up and repurpose of the blighted property.	Initial meeting - 06/01/12 Completion of the plan and incorporation in the City's plan 12/01/12			
AREA: FINANCE							
1	Maintenance personnel costs significantly over budget.	Reduce costs by minimum of \$60,000 and eliminate minimum unit size.	Renegotiation and execution of new Labor Contract	9/1/2012			
2	Cash reserves below three months preferred by HUD	Cash reserves to a desirable five months (approx \$440k)	1) Increase Occupancy 2) Improve rent collection 3) Review tenant maintenance and usage charge to ensure it is adequate to overhead cost 4) Develop and adopt Annual purchasing plan 5) Create and implement a Board approved debt collection policy 6) Executive Director to ensure and monitor EIV usage by staff	12/31/2013 - 3 mos; 12/31/14 - 4mos; 12/31/15 - 5mos			
3	Forecasting non-rental revenue streams						
AREA: PHYSICAL							
1	Need to establish a maintenance policy, preventive maintenance program and related maintenance procedures (to include work performance measurements and standards).	Well maintained property that meets the REAC and UPCS Standards	Develop and implement an approved plan	12/1/2012			
2	Maintenance staff is in need of training (to include established policy and procedures).	Well maintained property that meets the REAC and UPCS Standards	Complete a skills assessment of staff; create a training schedule to fill skill gaps.	2/1/2013			
3	Need to establish a non smoking plan	Reduce maintenance cost as well as enhance the health of current and potential tenants.	1) Review PIH Notice 2009-21 (expired but will provide guidance) 2) Create a plan to include survey of residents; seek smoking cessation; partner with neighboring PHAs who have already implemented policy; date of implementation. 3) Establish and approve Non Smoking Policy 4) Revise ACOP and Lease.	1) 09/01/12 2) 01/01/13 3) TBD by Plan 4) TBD by plan prior to implementation			
4	High avg unit turnaround days (121.9 days)	Reducing turnaround days of units to 20 calendar days or less to include reducing make ready date to 15 days and lease up time to 5 days.	1) Train staff on importance of turning units and the affects of having vacant units 2) Update/Create Leasing Chart	2/24/12 (see comment section)			HC will make sure that all units vacant beginning 2/24/12 will be turned within 20 days or less while working on current vacant units. REAC scores will include all vacant units (currently 7).
5	Lacks a Physical Needs Assessment (PNA)	Well maintained property that meets REAC and UPCS Standards	1) Complete and Energy Audit 2) Complete 504 Accessibility study 3) Complete a Lead-Based Paint study	1) 7/31/2009 2) 09/01/12 3) 02/08/1989	1) 7/31/2009 3) 02/08/1989		HUD to provide TA from Fair Housing on 504 Accessibility study. HC had already completed some of the studies indicated in the assessment.
	Need PNA of properties	Determines priority use of scarce maintenance and Capital Fund	Complete a PNA	10/31/2011	10/31/2011		HC completed PNA prior to establishing Recovery Agreement

Item Number	Results and Determinations from Assessment	Desired Outcome	Measures to Achieve Outcomes	Target Accomplishment	Actual Accomplishment	Remedies	Comments /Accomplishments
7	High cost in materials	Reduce material cost	1) Create an Annual Purchasing Plan consistent with PHC annual budget planning per Procurement Handbook 7460.9 Rev 2; 2) Create an Inventory Sheet and monitor on a monthly basis. 3) Create sign out sheet of materials	1/1/2013			
AREA: OTHER							
1	High vacancy rate	Increase and maintain Public Housing Utilization of units	Increase and maintain Occupancy rate from 93% to 97%; maintain a current wait list by purging list annually; implement an approved policy of turning down units and update ACOP accordingly; create timeline metrics for staff and hold accountable; train on PHAS scores; expand market outreach (i.e. Social agencies, internet, social networking, etc.)	12/1/2012			
2	High amount of overdue tenant debt	Increase revenue to the HC and lower tenant aged receivables	Aggressive lease enforcement; collaborate working relations with judges by providing training of the operations of the agency and the importance of collecting current and past due rent; seek garnishing of State income taxes; Train on using the EIV System to include debt owed at move-out. Research a collection firm to collect bad debt.	08/01/2012 to meet with Judge; 04/01/12; Train on EIV by 09/01/2012; Collection firm 01/01/2013			
3	Lacks checks and balances of rent collection	Ensure proper internal control of deposits	At least two staff members will tally tenant payables	8/1/2011			HC completed prior to Recovery Agreement
4	Staff spends one and a half hour completing lease-in	Minimize staff's time completing a lease-in to complete other assigned duties.	Create and implement a lease-in video to be reviewed by potential residents	2/1/2013			
5	HC not aggressive with issuing 14 Day NonPayment Rent Notices	Timely serving of 14 Day NonPayment Rent Notices	Create and implement a Standard Operating Procedure of serving notices in a timely fashion.	8/1/2011			HC completed prior to Recovery Agreement
6	Lacks cross training of staff	Train staff on all aspects of the operations to ease with transferring of duties when staff are absent.	Create and implement a Cross Training plan	3/1/2013			
AREA:							



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

MEMORANDUM

TO: Mitch Deisch *M Deisch*
City Manager

FROM: Jon R. Rose *JR*
Community Development Director

DATE: September 11, 2012

RE: MNRTF Development Project Agreement – First Street Beach House Development

Mitch, we have received the Michigan Natural Resources Trust Fund Development Project Agreement for First Street Beach House Development. This is the \$280,000 grant that the City applied for to help fund the construction of the new Beach House at First Street Beach. The grant includes a \$120,000 local match.

The City needs to include with the Agreement a Certified Resolution. Using the template from MNRTF we have prepared the Resolution that will need to be forwarded to City Council for approval. The Agenda item includes authorization by the Mayor and City Clerk to execute the necessary documents.

Item 3.b of the Agreement requires the City's representative contact information for the project, which has been completed with my information.

The City Attorney has reviewed the Agreement. A Council Agenda Item has been prepared for the September 18, 2012 meeting for their consideration

JRR:djb

Denise Blakeslee

From: George Saylor <gvs@gwsh.com>
Sent: Wednesday, September 05, 2012 2:45 PM
To: Jon Rose; Denise Blakeslee
Subject: MNRTF Agreement

*Gockerman,
Wilson, Saylor &
Hesslin, P.C.*

Jon and Denise:

I have reviewed the proposed Michigan Natural Resources Trust Fund Development Project Agreement relating to the proposed First Street Beach House. The Agreement is in a standard form we see from similar type agreements made with the MNRTF. The Agreement provides for an Appendix A and Appendix B which are, respectively, the legal description for the project area and a boundary map of the project area. Neither was attached to the document I reviewed, but I assume those Appendix's will be attached prior to submission of the signed Agreement to the MNRTF.

I found the Agreement to be clear in its terms and once executed by both parties will provide for an enforceable contract. A few matters of note, include:

1. The Agreement, in Section 7, provides for the requirements regarding bidding of supplies and work on the project. The bidding requirements may be different than those typically applied to City projects, so care should be exercised to follow the Agreement requirements. The section includes other requirements, including that all telephone and electrical wiring be buried within the project area.
2. A sample Resolution that could be adopted by Council approving the Agreement and appropriating the matching funds is attached to the Agreement. The Resolution looked acceptable and either it, or a similarly drafted Resolution, can be utilized.
3. Much of the language is consistent with other Agreements of this type I have reviewed and from past experience I have found that the State is unlikely to permit any significant modification to the language. That being said, I found the Agreement to be in acceptable form considering what I understand to be the City's expectations.

George V. Saylor, III
Gockerman, Wilson, Saylor & Hesslin, P.C.
414 Water Street
Manistee, MI 49660
(231) 723-8333
<http://www.gwsh.com>



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF NATURAL RESOURCES
LANSING



KEITH CREAGH
DIRECTOR

August 22, 2012



Mr. Mitchell D. Deisch
City Manager
City of Manistee
70 Maple Street, Box 358
Manistee, MI 49660

Dear Mr. Deisch:

SUBJECT: TF11-026, Manistee First Street Beach House Development

I am pleased to offer you a project agreement for your Michigan Natural Resources Trust Fund (MNRTF) development project. We are looking forward to assisting you in the successful completion of this important public recreation project. Before you execute the attached agreement, I would like to remind you of certain obligations that come with an MNRTF grant.

A grant from the MNRTF is an agreement between the Department of Natural Resources (DNR) and your local government. As the grantee, you are responsible for taking all actions necessary to complete the project. All communication on this project must occur between the local government representative and DNR Grants Management as directed in the agreement. A Grant Coordinator has been assigned to your region of the state, and is prepared to assist you in the completion of this project.

The enclosed project agreement describes the purpose and scope of the development project, as well as the responsibilities you are committing to undertake by accepting this grant, **including the long-term obligation to commit the project area to public outdoor recreation in perpetuity.**

Enclosed with this letter you will find the following:

- Two copies of the Project Agreement (PR1920)
- *Checklist for Submission of Plans, Specifications, and Bid Documents for Recreation Grant Development Projects Form (PR1911)*
- Sample Boundary Map for reference only
- "Final Compliance Onsite Inspection Report" form (PR1905E)

The "Development Project Procedures" booklet (IC1912) is available on our website: www.michigan.gov/dnr-grants. Under "Available Grants" click on "Michigan Natural Resources Trust Fund". Under "Grantee Information" arrow down to "Forms for Development Grantees" and click "GO". Click on "Development Project Procedures Booklet IC1912".

In order to execute the agreement, please follow the steps listed below.

Step 1: Please complete all the SHADED PORTIONS OF THE AGREEMENT.

- **Section 3(b), GRANTEE'S representative:** Please provide the name and contact information for the person with the day-to-day authority for the project and who will routinely interact with the DNR Grant Coordinator. It does not need to be the same person who signs the agreement; however, this person should be authorized to sign all routine correspondence pertaining to the project.
- **Section 35:** Complete the information regarding your governing body resolution and sign and witness the agreement. **Please do not make and sign photocopies**. If you require additional originals or alterations to the signature page (based on the need for more than one local signature), please contact your Grant Coordinator.

Step 2: Please include the following attachments with your agreement:

- ✓ Legal description of the project area, placed in the Agreement as Appendix A in each copy of the agreement; and
- ✓ Boundary map of the project area, **outlined in RED, signed and dated** and placed in the Agreement as Appendix B in each copy of the agreement; and
- ✓ Certified resolution of your local governing body accepting the grant.

A Legal Description of the Project Area: The legal description defines the park or geographic area to be developed with grant assistance. The legal description can be an excerpt from the original deed to purchase the property or a formal survey, but in either case should match the boundary map. If any areas of the project area are to be excluded due to non-recreation uses or otherwise, the legal description must reflect these deletions and describe only the actual project boundary.

Boundary Map of the Project Area-signed and dated: The boundary map should be a visual representation of the park or geographic area defined in the legal description and be **outlined in RED**. The boundary should be clearly defined and include all of the items shown on the attached sample map. Be sure to include and label the scope items listed in Section 5 of the project agreement along with existing development on site. **Please remember, by way of this project agreement, the area included in the project boundary map will be committed to public outdoor recreation in perpetuity.**

Certified resolution of your local governing body accepting the grant: Sample language for the resolution is provided with the agreement. We **strongly** encourage you to use the sample resolution. If you choose to use a different format, be sure to include all statements included in the sample resolution.

IMPORTANT REMINDERS:

- Project agreements **must** be executed by the DNR prior to incurring project costs, including expenditures of matching funds, with the exception of engineering costs as described in the "Development Project Procedures" booklet.
- Detailed guidance on the steps you must take in completing your project is provided in the "Development Project Procedures" booklet. In reviewing the booklet and the agreement, it is particularly important to pay attention to issues of timing. Certain steps must be completed prior to others, and most steps must be completed within specific timeframes or the overall project will fall behind schedule.

Mr. Mitchell D. Deisch
Page 3
August 22, 2012

- Enclosed is a copy of the *Checklist for Submission of Plans, Specifications, and Bid Documents for Recreation Grant Development Projects* (form PR1911). Please complete this form and submit to our office each time you submit a plans and specifications package for your project. A complete list of the items that are to be submitted with your plans and specifications package is listed on the form. Be sure to include all these items.
- Upon completion of your project, the "Final Compliance Onsite Inspection Report" (PR1905E) must be completed and returned to Grants Management. The form must include the signature of your Prime Professional. If you have multiple Prime Professionals involved in the completion of your project, please note that each one will need to complete a form for the scope items they were responsible for.
- **NEW REQUIREMENT:** A dedication/ribbon-cutting ceremony must be conducted as soon as possible after the project is completed and the MNRTF sign is erected within the project area. Grants Management must be notified of the dedication/ribbon-cutting ceremony **at least 30 days prior to the ceremony**. At the discretion of Grants Management, this requirement may be waived. Please see Section 7k of the project agreement.
- Your Agreement commits you to complete your development project in two years -- no later than **August 1, 2014**.
- Please review Section 5, which lists the project facilities to be constructed with grant assistance. If you believe the list to be incorrect, contact your DNR Grant Coordinator.

Return both copies of the signed project agreement, with original signatures and all the required attachments, to the DNR no later than November 21, 2012, sooner if possible. We will return one executed original of the agreement and attachments to you.

We are looking forward to working with you on completion of your project and know it will be a valuable addition to Michigan's recreation estate. If you need any assistance or have any questions, please do not hesitate to contact us. Questions and correspondence should be directed to your Grant Coordinator, Ms. Christie Bayus, by telephone at 517-335-2253 or email bayusc@michigan.gov. Our mailing address is: Michigan Department of Natural Resources, P.O. Box 30425, Lansing, MI 48909-7925.

Sincerely,



Steven J. DeBrabander, Manager
Grants Management
517-241-3687
debrabanders@michigan.gov

SJD:lh
Enclosures
cc: Ms. Christie Bayus, DNR



**MICHIGAN NATURAL RESOURCES TRUST FUND
DEVELOPMENT PROJECT AGREEMENT**

Project Number: TF11-026

Project Title: Manistee First Street Beach House Development

This Agreement is between the Michigan Department of Natural Resources for and on behalf of the State of Michigan ("DEPARTMENT") and the **CITY OF MANISTEE IN THE COUNTY OF MANISTEE** ("GRANTEE"). The DEPARTMENT has authority to issue grants to local units of government for the development of public outdoor recreation facilities under Part 19 of the Natural Resources and Environmental Protection Act, Act 451 of 1994, as amended. The GRANTEE has been approved by the Michigan Natural Resources Trust Fund (MNRTF) Board of Trustees (BOARD) to receive a grant. In PA 283 of 2012, the Legislature appropriated funds from the MNRTF to the DEPARTMENT for a grant-in-aid to the GRANTEE. As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the necessary attachments by **November 21, 2012**.

1. The legal description of the project area (APPENDIX A); boundary map of the project area (APPENDIX B); and Recreation Grant application bearing the number **TF11-026** (APPENDIX C) are by this reference made part of this Agreement. The Agreement together with the referenced appendices constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
2. The time period allowed for project completion is the date of execution by the DEPARTMENT **through August 1, 2014**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be made in writing before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT. The project period may be extended only by an amendment to this Agreement.
3. This Agreement shall be administered on behalf of the DEPARTMENT through Grants Management.
 - a. All reports, documents, or actions required of the GRANTEE shall be submitted to the:

MICHIGAN NATURAL RESOURCES TRUST FUND
GRANTS MANAGEMENT
MICHIGAN DEPARTMENT OF NATURAL RESOURCES
PO BOX 30425
LANSING MI 48909-7925

b. The GRANTEE'S representative for this project is:

Name: _____ Title: _____
Mailing Address: _____
Phone Number: _____ FAX: _____
E-mail Address: _____

- c. All notices, reports, requests or other communications from the DEPARTMENT to the GRANTEE shall be sufficiently given when mailed and addressed as indicated above. The DEPARTMENT and the GRANTEE may by written notice designate a different address to which subsequent notices, reports, requests, or other communications shall be sent.
4. The words "project area" shall mean the land and area described in the attached legal description (APPENDIX A) and shown on the attached boundary map (APPENDIX B).
5. The words "project facilities" shall mean the following individual components, as further described in APPENDIX C.
- | | |
|--------------------------------|------------------------------|
| Beach House Facility | Parking Lot Improvements |
| Patio | Interpretive Exhibit/Signage |
| Equipment | MNRTF Sign |
| Landscaping with Native Plants | |
6. The DEPARTMENT agrees as follows:
- a. To grant to the GRANTEE a sum of money equal to **Seventy (70%) percent of Four Hundred Thousand (\$400,000.00) dollars**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Two Hundred Eighty Thousand (\$280,000.00) dollars**.
- b. To grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
- Payments will be made on a reimbursement basis at **Seventy (70%) percent** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
 - Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE on a form provided by the DEPARTMENT which includes an expenditure list supported by documentation as required by the

DEPARTMENT, including but not limited to copies of invoices, cancelled checks, and/or list of force account time and attendance records.

- iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT engineering staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
- iv. Final payment will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE agrees as follows:

- a. To immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **One Hundred Twenty Thousand (\$120,000.00) dollars** in local match. This sum represents **Thirty (30%) percent** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. With the exception of engineering costs as provided for in Section 8, to incur no costs toward completion of the project facilities before execution of this Agreement and before written DEPARTMENT approval of plans, specifications and bid documents.
- c. To complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project, including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. Within 180 days following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon written DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$25,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.

- iv. Upon written DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$1,000 and \$25,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and to submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including the federal Americans with Disabilities Act (ADA) of 1990, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; and the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Acts, Act 453 of 1976, as amended.
 - vii. Bury all new telephone and electrical wiring within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. To operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT, to regulate the use thereof to the satisfaction of the DEPARTMENT, and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
 - e. To provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Preferential membership or annual permit systems are prohibited on grant assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
 - f. To adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. To separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.

10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in APPENDIX C and this Agreement.
12. The project area and all facilities provided thereon and the land and water access ways to the project facilities shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof on the basis of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.
13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title acquired shall not be subject to: 1) any possibility of reverter or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
 - a. Received a written exemption from the DEPARTMENT before the execution of this Agreement, and
 - b. Received prior written approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated _____, and
 - c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.

15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
 - a. The GRANTEE agrees that the project area or any portion thereof will not be converted to other than public outdoor recreation use without prior written approval by the DEPARTMENT and the BOARD and implementation of mitigation approved by the DEPARTMENT and the BOARD, including but not limited to replacement with land of similar recreation usefulness and fair market value.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT and the BOARD.
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater fair market value, and of reasonably equivalent usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater fair market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
 - a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and

- c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing same.
19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts 451 of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give written approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
 - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
 - or
 - b. If any portion of the project area is a facility, documentation that Department of Natural Resources-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the MNRTF Board with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with

- companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
 25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
 26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
 27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
 28. Upon breach of the Agreement by the GRANTEE the DEPARTMENT, in addition to any other remedy provided by law, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund and the Land and Water Conservation Fund; and/or
 - d. Require repayment of grant funds already paid to GRANTEE.
 - e. Require specific performance of the Agreement.
 29. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State

for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.

30. Prior to the completion of the project facilities, the GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
31. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, familial status or disability that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
32. The DEPARTMENT shall terminate and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Labor and Economic Growth pursuant to Public Act No. 278 of 1980.
33. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
34. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.
35. The Agreement may be executed separately by the parties. This Agreement is not effective until:
 - a. The GRANTEE has signed the Agreement and returned it together with the necessary attachments within 90 days of the date the Agreement is issued by the DEPARTMENT, and
 - b. The DEPARTMENT has signed the Agreement. IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals, on this date.

Approved by resolution (true copy attached) of the _____, _____
date

_____ meeting of the _____
(special or regular) (name of approving body)

GRANTEE

SIGNED:

WITNESSED BY:

By _____

1) _____

Print Name: _____

Title: _____

2) _____

Date: _____

Grantee's Federal ID#

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:

WITNESSED BY:

By _____
Steven J. DeBrabander

1) _____

Title: Manager, Grants Management

2) _____

Date: _____

APPENDIX A
LEGAL DESCRIPTION OF THE PROJECT AREA

SKETCH OF DESCRIPTION

PARCEL No. 1. ALL THAT PART OF LOT ONE (1) OF SECTION TEN (10), T. 21 N., R. 17 W., LYING NORTH OF THE SOUTH LINE OF FOURTH STREET, EXTENDED WEST TO LAKE MICHIGAN, CONTAINING 4.85 ACRES, MORE OR LESS; ALSO, ALL THAT PART OF LOT THREE (3), SECTION ELEVEN (11), T. 21 N., R. 17 W., LYING NORTH OF THE SOUTH LINE OF FOURTH STREET, EXTENDED WEST TO LAKE MICHIGAN, CONTAINING 41.64 ACRES, MORE OR LESS; ALSO, ALL THAT PART OF LOT FOUR (4) OF SECTION ELEVEN (11), T. 21 N., R. 17 W., EXCEPT THE PLATTED PORTION THEREOF, LYING NORTH OF THE SOUTH LINE OF FOURTH STREET, EXTENDED WEST TO LAKE MICHIGAN, CONTAINING 23.62 ACRES, MORE OR LESS, EXCEPTING THEREFROM THAT PART OF LOT ONE (1) OF SAID SECTION 10 AND THAT PART OF LOT THREE (3) OF SAID SECTION 11 HERETOFORE CONVEYED TO THE UNITED STATES OF AMERICA BY CHARLES H. MOREY, RECEIVER OF THE MANISTEE AND GRAND RAPIDS RAILROAD COMPANY BY DEED DATED APRIL 10, 1913, RECORDED IN LIBER 79 OF DEEDS AT PAGE 225, MANISTEE COUNTY, MICHIGAN, RECORDS.

PARCEL No. 2. LOTS SEVENTEEN (17) AND TWENTY-TWO (22), BOTH INCLUSIVE, OF THE SUBDIVISION OF BLOCK ONE (1), MANISTEE, MICHIGAN; CONTAINING AN AREA OF 1.2 ACRE, MORE OR LESS.

PARCEL No. 3. LOT SIX (6), EXCEPT THE EAST FIFTEEN (15) FEET THEREOF, AND LOTS SEVEN (7) TO SIXTEEN (16), BOTH INCLUSIVE, ALL OF THE SUBDIVISION OF BLOCK ONE (1) OF CLARA E. MARSH'S ADDITION TO THE VILLAGE (NOW CITY) OF MANISTEE, MICHIGAN, EXCEPT THAT PART OF SAID LOT 15 AND THAT PART OF SAID LOT 16 CONVEYED BY THE MANISTEE & GRAND RAPIDS RAILROAD COMPANY TO THE MANISTEE FLOURING MILL COMPANY BY DEED DATED AUGUST 6, 1901, RECORDED IN LIBER 3 OF DEEDS AT PAGE 497, MANISTEE COUNTY, MICHIGAN, RECORDS; ALSO, THE LANDS INCLUDED WITHIN THE LIMITS OF THAT PART OF ELM STREET LYING NORTH OF WATER STREET; CONTAINING IN ALL AN AREA OF 2 ACRES, MORE OR LESS.

PARCEL No. 4. PART OF LOTS TWENTY-FIVE (25), TWENTY-SIX (26) AND TWENTY-SEVEN (27), OF THE SUBDIVISION OF BLOCK ONE (1) OF CLARA E. MARSH'S ADDITION TO THE VILLAGE (NOW CITY) OF MANISTEE, MICHIGAN; BEGINNING AT A POINT IN THE SOUTH LINE OF SAID LOT 25, WHICH POINT IS DISTANT FIFTY-TWO (52) FEET WEST FROM THE SOUTHEAST CORNER OF SAID LOT 25; THENCE EAST ON AND ALONG THE SOUTH LINE OF SAID LOT 25, FIFTY-TWO (52) FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTH-EASTERLY IN A STRAIGHT LINE TO A POINT IN THE EAST LINE OF SAID LOT 27, WHICH POINT IS DISTANT EIGHTEEN (18) FEET SOUTH FROM THE NORTHEAST CORNER OF SAID LOT 27; THENCE NORTH ON AND ALONG THE EAST LINE OF SAID LOT 27, EIGHTEEN (18) FEET TO THE NORTHEAST CORNER OF SAID LOT 27; THENCE WEST ON AND ALONG THE NORTH LINE OF SAID LOT 27, 38.25 FEET TO A POINT; THENCE SOUTHWESTERLY IN A STRAIGHT LINE TO THE PLACE OF BEGINNING; CONTAINING AN AREA OF 0.165 ACRE, MORE OR LESS.

PARCEL No. 5. LOTS FIVE (5) AND SIX (6), BLOCK FOUR (4), OF CLARA E. MARSH'S ADDITION TO THE VILLAGE (NOW CITY) OF MANISTEE, MICHIGAN; CONTAINING AN AREA OF 0.37 ACRE, MORE OR LESS.

PARCEL No. 6. LOT TWO (2), THREE (3) AND FOUR (4), BLOCK TWO (2), OF EDMOND AND JOHN CANFIELD'S ADDITION TO THE CITY OF MANISTEE, MICHIGAN; CONTAINING AN AREA OF 0.41 ACRE, MORE OR LESS.

PARCEL No. 7. A PARCEL OF LAND ONE HUNDRED (100) FEET IN WIDTH AND FIVE HUNDRED TEN (510) FEET, MORE OR LESS, IN LENGTH, BEING FIFTY (50) FEET IN WIDTH ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTER LINE; BEGINNING ON THE NORTH LINE OF SECOND STREET IN EDMOND AND JOHN CANFIELD'S ADDITION TO THE CITY OF MANISTEE, AT A POINT WHICH IS ONE HUNDRED THREE (103) FEET WEST OF THE WEST LINE OF TAMARACK STREET, IN SAID ADDITION, THENCE RUNNING SOUTH FORTY-FIVE DEGREES TWENTY-SIX MINUTES (45° 26') WEST (MAGNETIC) TO A POINT ON THE WEST LINE OF BIRCH STREET IN SAID ADDITION, WHICH IS THREE HUNDRED FORTY-FIVE (345) FEET NORTH OF THE SOUTH LINE OF FOURTH STREET IN SAID ADDITION PRODUCED WESTWARD, EXCEPTING THEREFROM SO MUCH THEREOF AS IS INCLUDED IN LOT TWO (2) OF BLOCK THREE (3) OF SAID ADDITION; CONTAINING AN AREA OF 1.10 ACRE, MORE OR LESS.

PARCEL No. 8. ALL THAT PART OF THE RIGHT OF WAY OF THE MICHIGAN EAST AND WEST SPUR, SO-CALLED, AS THE SAME IS LOCATED OVER AND ACROSS PART OF LOT ONE (1) OF SECTION TEN (10), T. 21N., R. 17W., AND OVER AND ACROSS THOSE PARTS OF LOTS THREE (3) AND FOUR (4) OF SECTION ELEVEN (11), T. 21N., R. 17 W., LYING SOUTH OF THE SOUTH LINE OF FOURTH STREET EXTENDED WEST TO LAKE MICHIGAN; AND OVER AND ACROSS THE NORTHWEST QUARTER OF THE SOUTH WEST QUARTER OF SAID SECTION 11; BEING COMPOSED OF THE SAME PARCEL OF LAND CONVEYED BY THE CANFIELD & WHEELER COMPANY ET AL., TO THE MANISTEE & GRAND RAPIDS RAILROAD COMPANY BY DEED DATED JULY 10, 1890, RECORDED IN LIBER 40 OF DEEDS AT PAGE 196, MANISTEE COUNTY, MICHIGAN, RECORDS; THE SAME PARCEL OF LAND CONVEYED BY JOHN CANFIELDS ET AL., TO THE MANISTEE & GRAND RAPIDS RAILROAD COMPANY BY DEED DATED AUGUST 1, 1898, RECORDED IN LIBER 49 OF DEEDS AT PAGES 240 & 241, MANISTEE COUNTY, MICHIGAN, RECORDS; AND PART OF THE SAME PARCEL OF LAND CONVEYED BY THE CANFIELD & WHEELER COMPANY ET AL., TO THE MANISTEE & GRAND RAPIDS RAILROAD COMPANY BY DEED DATED AUGUST 7, 1890, RECORDED IN LIBER 39 OF DEEDS AT PAGES 403-405, MANISTEE COUNTY, MICHIGAN, RECORDS; CONTAINING IN ALL AN AREA OF 9.10 ACRES, MORE OR LESS.

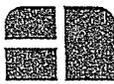
Daniel B. Zwar
 DANIEL B. ZWAR
 LICENSED PROFESSIONAL SURVEYOR #28435
 ABONMARCHÉ CONSULTANTS, INC.

DATE *July 2, 1996*

DESCRIPTION PREPARED FOR:

 CITY OF MANISTEE

 DOUGLAS PARK

ABONMARCHÉ CONSULTANTS, INC.

 401 River Street, Suite 202
 Manistee, Michigan 49660
 616-723-1198
 FAX: 616-723-1194
 95 West Mani Street
 Benton Harbor, Michigan 49022
 616-927-2295
 FAX: 616-927-4639
 ARCHITECTS / ENGINEERS / LAND SURVEYORS
 NATURAL RESOURCES / CONSTRUCTION MANAGEMENT

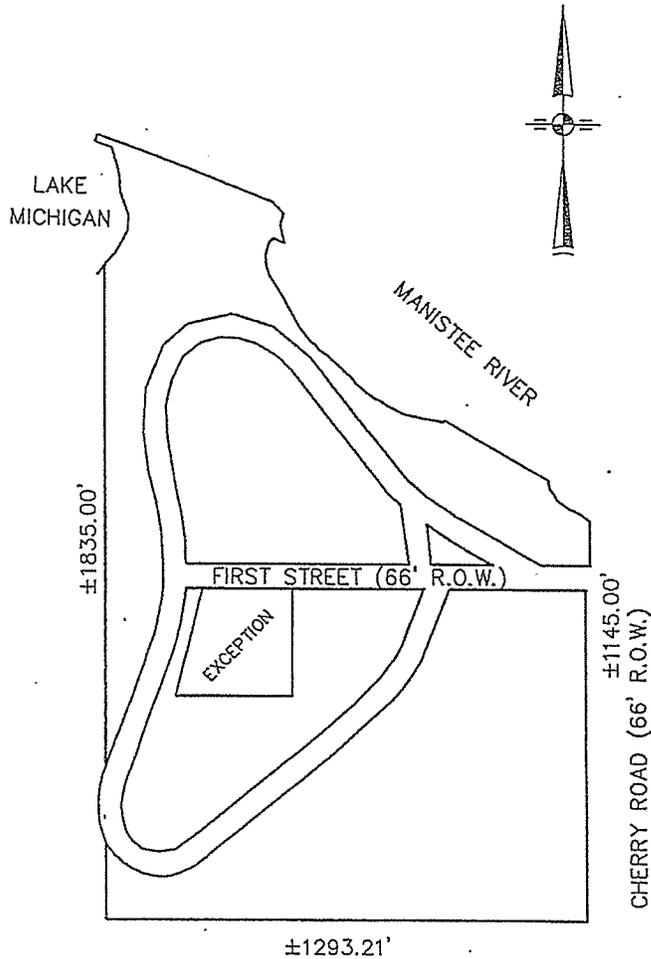
DATE: 6/18/96
 DRAWN BY: PGB
 SCALE: -
 SEC. - T. - R. -

JOB NO. 96-080-08

APPENDIX B
BOUNDARY MAP OF THE PROJECT AREA

SKETCH OF DESCRIPTION

DESCRIPTION ON PAGE 2



Daniel B. Zwar
 DANIEL B. ZWAR
 LICENSED PROFESSIONAL SURVEYOR #28435
 ABONMARCHE CONSULTANTS, INC.

DATE July 2, 1996

DESCRIPTION PREPARED FOR:

 CITY OF MANISTEE
 DOUGLAS PARK

 ABONMARCHE CONSULTANTS, INC. 401 River Street, Suite 202 Manistee, Michigan 49660 616-723-1198 FAX: 616-723-1194		95 West Main Street Benton Harbor, Michigan 49022 616-927-2295 FAX: 616-927-4639	
ARCHITECTS / NATURAL RESOURCES	ENGINEERS /	LAND SURVEYORS /	CONSTRUCTION MANAGEMENT
DATE: 6/18/96		DRAWN BY: PGB	
SCALE: 1" = 400'		SEC. 10 T. 21N. R. 17W.	

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JOB NO. 96-080-08

APPENDIX C

RECREATION GRANT APPLICATION TF11-026

(incorporated herein by reference)

SAMPLE RESOLUTION
(Development)

Upon motion made by _____, seconded by _____, the following Resolution was adopted:

"RESOLVED, that the _____, Michigan, does hereby accept the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the _____ does hereby specifically agree, but not by way of limitation, as follows:

1. To appropriate all funds necessary to complete the project during the project period and to provide _____ (\$ _____) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution."

The following aye votes were recorded: _____
The following nay votes were recorded: _____

STATE OF MICHIGAN)
) ss
COUNTY OF _____)

I, _____, Clerk of the _____, Michigan, do hereby certify that the above is a true and correct copy of the Resolution relative to the Agreement with the Michigan Department of Natural Resources, which Resolution was adopted by the _____ at a meeting held _____.

Signature

Title

Date



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

MEMORANDUM

TO: Mitch Deisch, City Manager *MD*
FROM: *JRR* Jon R. Rose, Community Development Director
DATE: September 11, 2012
RE: Joslin Cove Water Main Loop and Easement

Mitch, when developers installed the watermain at Joslin Cove, they did not connect it to the U.S. 31 Watermain on the north end of the project. In order to provide fire service and avoid stagnant water the watermain must be looped. Additionally, until this connection is made the DEQ will not approve the issuance of additional Certificates of Occupancy. Of the eight units currently constructed, five cannot be issued Certificates of Occupancy.

The developers have escrowed funds to pay for the project. The amount escrowed is \$28,117.50. On March 15, 2010 two bids were received to finish the Joslin Cove Water Main Loop. The bids were as follows:

*Swidorski Brothers	\$34,400
Elmer's	\$37,656

Because the bids were greater than the escrowed funds we did not move forward at that time. Now the Michigan Department of Transportation is repairing both railroad crossings in October. They will be using the detour of Monroe/Washington/Veterans Oak Grove Drive. This provides an opportunity to complete the project with less traffic control expense.

In accordance with the Development Agreement between the City and Developers, the Developers have provided a Utility Easement to the City. This Easement needs to be accept by the City to proceed with the project.

City Staff recommends that we proceed with awarding the contract to low bidder Swidorski Brothers who have agreed to hold their price. We will be attempting to recoup any costs in excess of the escrow amount.

The City Attorney has reviewed and approved the contract.

JRR:djb



2010 US 31 Watermain Extension
City of Manistee

2:00 p.m., March 15th, 2010, at the City Hall Building
Project No.

361 1st Street
Manistee, MI 49660
T 231-723-1198
F 231-723-1194
www.abonmarche.com

CONTRACTOR:					
	Swidorski	Elmers	Seng		
Base Bid:	\$ 34,400	37,656 ⁰⁰			
Bid Bond:	Yes	Yes			
Payment Bond Company	—	—			
Payment Bond Cost	—	—			
Performance Bond Company	—	—			
Performance Bond Cost	—	—			
Acknowledged Addenda #1	N/A	N/A			
Alternate	—	—			
List of Proposed subcontractors	Yes	—			
List of Proposed suppliers	Yes	—			
List of Project references	Yes	—			
Required bidder qualification statement with supporting data	Yes	—			
Affidavit of Non-collusion	—	—			
Notes:	—	—			

Jason P. [Signature] 3/15/10
[Signature] 3/13/10

Michelle Wright 3/15/10

**GRANT OF EASEMENT
and
TRANSFER OF JOSLIN COVE CONDOMINIMUM WATER & SEWER LINES**

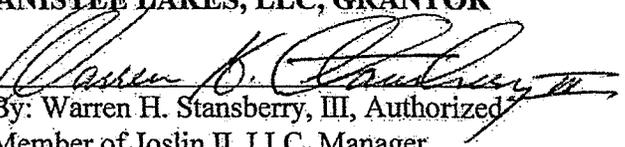
This conveyance is made on ____ day of _____, 2012, between **Manistee Lakes, LLC, a Michigan Limited Liability Company (“Grantor”)**, _____, and the **City of Manistee, a Michigan municipal corporation (“Grantee”)**, 70 Maple Street, Manistee, Michigan, upon the following terms and conditions.

1. Purpose. Grantor has asked the Grantee to assume ownership of certain water and sewer lines in that residential project within the City of Manistee, Michigan, generally known as “Joslin Cove” in accordance with that certain agreement between Grantor and Grantee entitled “Transfer and Acceptance of Sewer and Water Lines Agreement”, dated November 7, 2007.
2. Burdened Property. Grantor is the owner of land in City of Manistee, Michigan, described in the attached exhibits and generally known as “Joslin Cove Condominiums”;
3. Benefited Property. Grantee is the owner of adjoining Sewer and Water Mains in City of Manistee, Michigan, described as the “Benefited Premises”;
4. Consideration. The consideration for the easement is the City’s acceptance of the water and sewer lines, but only up to the lateral connections to the Joslin Cove Condominiums Units in accordance with all of the terms of the Transfer Agreement dated November 7, 2007;
5. Description of Easement. Grantor grants to Grantee a right-of-way for the maintenance, repair and replacement of those sewer and water lines contained in Joslin Cove Condominiums, located within the City of Manistee, Michigan and more particularly depicted in the attached Exhibits A1 through A4 over the burdened estate, and, further, a grant of easement for ingress and egress over Grantors property as described in pages 4 and 5 of the Master Deed for Joslin Cove Townhomes recorded beginning at Liber 1005, Page 0821, Manistee County Records, for Grantee to access the easement describe in Exhibits A1 through A4 for purposes of maintenance, repair and replacement of the sewer and water lines as described above.
6. Transfer of Sewer and Water Lines: Grantor also hereby grants and transfers the ownership of the water and sewer lines and related apparatus, up to the point of

connection to individual condominium units laterals, in accordance with the Transfer agreement of November 7, 2007;

- 6. Condition and Maintenance. Grantee shall be solely responsible for maintenance of the water and sewer lines once this transfer is completed.
- 7. Interest in Realty. The easement is an interest in real estate that runs with the land.
- 8. Warranty. Grantor warrants that it has good and marketable title to easement and right of way described herein.

MANISTEE LAKES, LLC, GRANTOR

/s/ 
 By: Warren H. Stansberry, III, Authorized
 Member of Joslin II, LLC, Manager
 Member
 Dated: 4/9/12

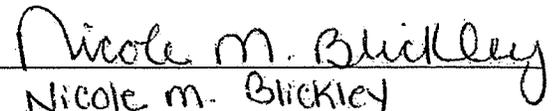
CITY OF MANISTEE, GRANTEE

/s/ _____
 By: Colleen Kenny, Mayor
 Dated:

/s/ _____
 By: Michelle Wright, City Clerk

STATE OF MICHIGAN)
) SS:
 COUNTY OF KENT)

On this 9th day of April, 2012, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared Warren H. Stansberry, III, to me personally known, who, by me being duly sworn, did say that he is the Authorized Member of Joslin II, LLC Manager Member of Manistee Lakes, LLC, a Michigan limited liability company, and that the said instrument was signed in behalf of the LLC by authority of its Manager and Members, and said Warren H. Stansberry acknowledged said instrument to be the free act and deed of the LLC.


 Nicole M. Blickley

Notary Public, Kent County, MI
Acting in Kent County, MI
My commission expires: 8/2/2013

STATE OF MICHIGAN)
) SS:
COUNTY OF MANISTEE)

On this ____ day of _____, 2012, before me, the undersigned, a Notary Public in and for said county, in the State aforesaid, personally appeared **Colleen Kenny and Michelle Wright**, to me personally known, who, by me being duly sworn, did say that they are the Mayor and Clerk/Deputy Treasurer of the City of Manistee, a municipal corporation, respectively, and that the said instrument was signed in behalf of the City by authority of its City Council, and said **Colleen Kenny and Michelle Wright** acknowledged said instrument to be the free act and deed of the City.

Notary Public, Manistee County, MI
Acting in Manistee County, MI
My commission expires:

Drafted by:

Gockerman, Wilson, Saylor & Hesslin, P.C.

Bruce C. Gockerman [P14066]

Attorneys at Law

414 Water Street

Manistee, Michigan 49660

231.723.8333

bcg@gwsh.com

h:\data2_n\bcg\city\joslin cove\lease\sement.doc

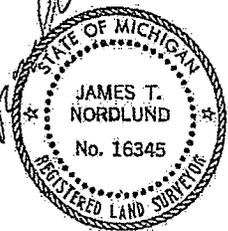
Easement Description for Watermain and Sanitary Sewer
Joslin Cove Condominium

The following described easement is for the operation and maintenance of a public watermain and sanitary sewer in the City of Manistee.

That part of Government Lot 3 and Lot D of S.C. Thompson's Addition to the City of Manistee described as:

The Point of Beginning is described as the point where the Easterly line of Arthur Street (sometimes known as US 31) in the City of Manistee intersects the North line of said Government Lot 3

Thence N14°43'16"E along said right-of-way of Arthur Street a distance of 83.48'
Thence S86°13'36"E a distance of 95.00'
Thence N23°40'14"W a distance of 80.09'
Thence S66°04'22"W a distance of 32.65';
Thence N23°55'38"W a distance of 30.00';
Thence N66°04'22"E a distance of 32.75';
Thence N23°46'48"W a distance of 154.17'
Thence N15°28'03"W a distance of 71.86' to the easterly right-of-way of Arthur Street;
Thence N06°22'01"W, on said right-of-way, a distance of 159.05'
Thence N85°01'29"E, a distance of 28.84'
Thence S00°00'00"E, a distance 62.64'
Thence N89°59'59"E, a distance of 7.33'
Thence S00°00'00"E, a distance 18.25'
Thence N89°59'59"E, a distance of 1.31'
Thence S15°44'28"E, a distance of 116.19'
Thence N90°00'00"E a distance of 15.67'
Thence S00°00'00"E a distance of 9.10'
Thence N90°00'00"W a distance of 13.10'
Thence S15°44'28"E, a distance of 35.67'
Thence S25°11'40"E, a distance of 135.39'
Thence S89°07'58"E, a distance of 9.81'
Thence S00°52'02"W a distance of 9.10'
Thence N89°07'58"W, a distance of 5.36'
Thence S25°11'40"E, a distance of 194.11'
Thence S38°25'28"W, a distance of 47.65'
Thence S20°13'05"W, a distance of 23.84'
Thence S69°44'28"E, a distance of 18.36'
Thence S20°15'33"W, a distance of 9.10'
Thence N69°44'23"W, a distance of 16.05'
Thence S20°18'53"W, a distance of 22.98'

James T. Nordlund


Thence S02°06'58"W, a distance of 96.05
Thence N69°41'03"W, a distance of 31.58
Thence N02°06'58"E, a distance of 69.54
Thence N69°42'00"W, a distance of 116.59
Thence S20°20'55"W, a distance of 92.51
Thence N69°42'00"W, a distance of 34.23 to the easterly right-of-way of Arthur Street;
Thence N33°00'00"E, on said right-of-way, a distance of 51.15
Thence northerly along said Easterly line on the arc of a 437.80 ft. radius curve to the left
a distance of 106.04 ft. (The long chord and long chord bearing being 105.78 and
N26°03'40"E) to a point where the easterly right-of-way of Arthur Street reduces in width.
Thence S89°29'50"W a distance of 21.84 to the Point of Beginning;

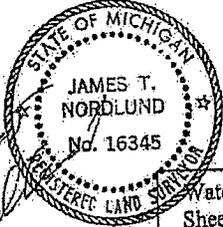
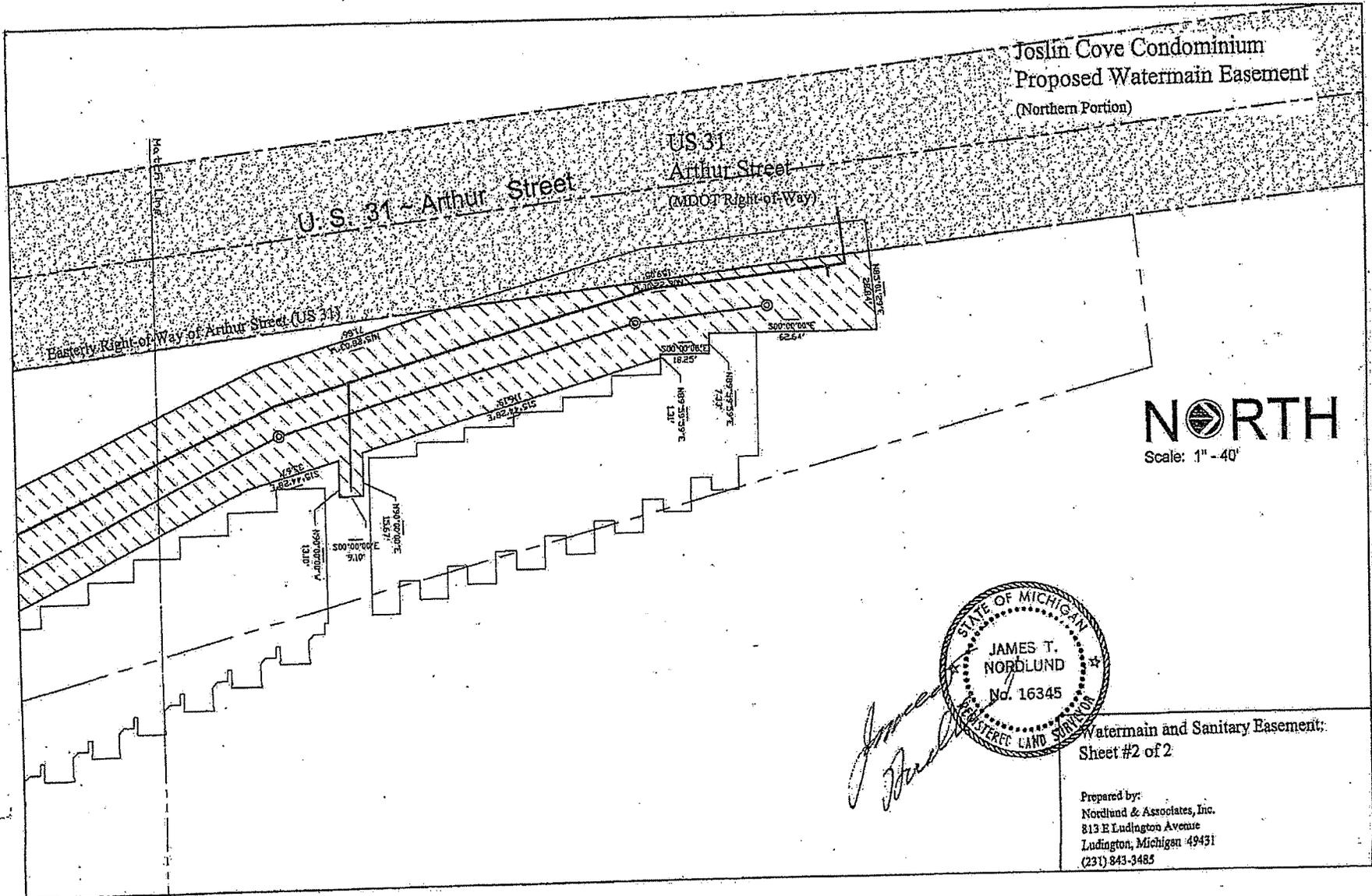
EXCEPTION:

The easement does not include the following area:

Commencing at the point where the Easterly line of Arthur Street (sometimes known as US 31) in the City of Manistee intersects the North line of said Government Lot 3.

Thence N89°29'50"E, a distance of 34.83 to the point of beginning
Thence N15°53'54"E, a distance of 50.51
Thence S86°15'36"E, a distance of 81.05
Thence S23°40'14"E, a distance of 49.79
Thence S19°02'56"W, a distance of 74.90
Thence N69°42'00"W, a distance of 99.19
Thence N16°06'49"E, a distance of 15.04
Thence N69°42'00"W, a distance of 8.02
Thence N15°53'54"E, a distance of 22.32 to the Point of Beginning

Joslin Cove Condominium
Proposed Watermain Easement
(Northern Portion)



Watermain and Sanitary Easement:
Sheet #2 of 2

Prepared by:
Nordlund & Associates, Inc.
813 E Ludington Avenue
Ludington, Michigan 49431
(231) 843-3485

NORTH

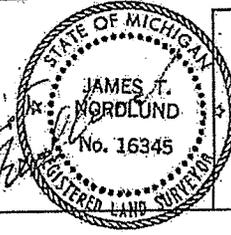
Scale: 1" = 40'

US 31
Arthur Street
(MDOT Right-of-Way)

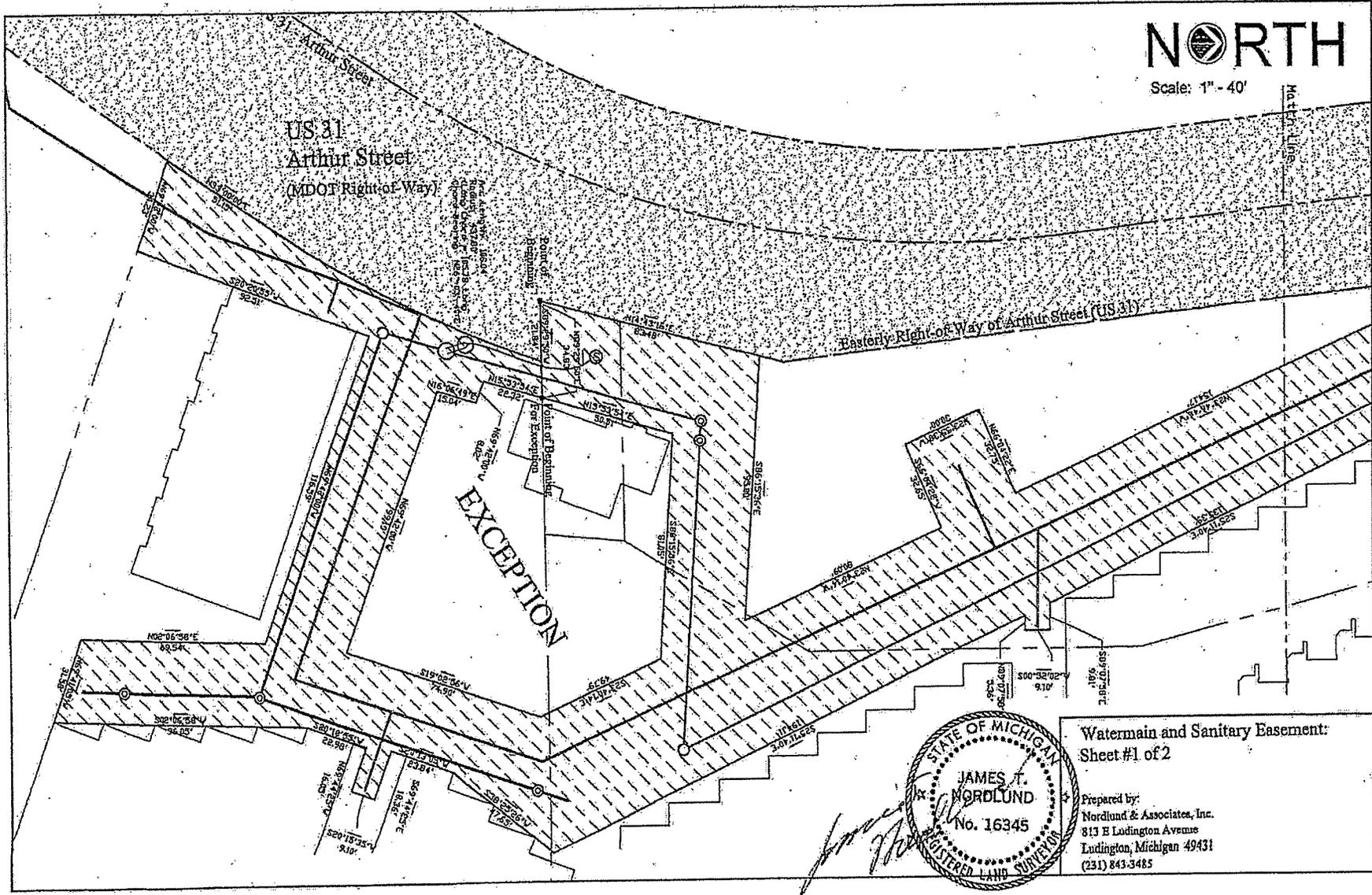
Easterly Right-of-Way of Arthur Street (US 31)

EXCEPTION

Watermain and Sanitary Easement:
Sheet #1 of 2



Prepared by:
Nordlund & Associates, Inc.
813 E Ludington Avenue
Ludington, Michigan 49431
(231) 843-3485



This document has important legal consequences; consultation with an attorney is encouraged with respect to its use or modification.

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

Prepared by

ENGINEERS JOINT CONTRACT DOCUMENTS COMMITTEE

and

Issued and Published Jointly By



PROFESSIONAL ENGINEERS IN PRIVATE PRACTICE
a practice division of the
NATIONAL SOCIETY OF PROFESSIONAL ENGINEERS

AMERICAN COUNCIL OF ENGINEERING COMPANIES

AMERICAN SOCIETY OF CIVIL ENGINEERS

This document has been approved and endorsed by



The Associated General Contractors of America



EJCDC C-520 Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
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00520 - i

This Suggested Form of Agreement has been prepared for use with the Standard General Conditions of the Construction Contract (C-700, 2002 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the other. The language contained in the Suggested Instructions to Bidders (C-200, 2002 Edition) is also carefully interrelated with the language of this Agreement. Their usage is discussed in the Commentary on EJCDC Construction Documents. See also Guide to the Preparation of Supplementary (C-800, 2002 Edition).

National Society of Professional Engineers
1420 King Street, Alexandria, VA 22314-2715

American Council of Engineering Companies
1015 15th Street, N.W., Washington, DC 20005

American Society of Civil Engineers
1801 Alexander Bell Drive, Reston, VA 20191-4400

EJCDC C-520 Form of Agreement Between Owner and Contractor for Construction Contract (Stipulated Price)
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Introduction

This Suggested Form of Agreement between Owner and Contractor for Construction Contract (Stipulated Price) ("Agreement") has been prepared for use with the Guide to the Preparation of Instructions to Bidders ("Instructions")(C-200, 2002 Edition) and with the Standard General Conditions of the Construction Contract ("General Conditions")(C-700, 2002 Edition). Their provisions are interrelated, and a change in one may necessitate a change in the others. For guidance in the preparation of Supplementary Conditions and coordination with Instructions to Bidders, see Guide to the Preparation of Supplementary Conditions ("Supplementary Conditions")(C-800, 2002 Edition). See also Suggested Bid Form ("Bid Form") (C-410, 2002 Edition). The EJCDC has not prepared a suggested form of Advertisement or Invitation to Bid because such documents will vary widely to conform to statutory requirements.

This form and the other Bidding Documents prepared and issued by the EJCDC assume acceptance of the Project Manual concept of the Construction Specifications Institute which provides for an organizational format for location of all bound documentary information for a construction project, namely: Bidding Requirements (which term refers to the Advertisement or Invitation to Bid, the Instructions, and any Bid Form that may be suggested or prescribed, all of which provide information and guidance for all Bidders) and the Contract Documents (defined in Article 1 of the General Conditions), which include the Agreement, bonds and certificates, the General Conditions, the Supplementary Conditions, the Drawings, and the Specifications. The Bidding Requirements are not considered part of the Contract Documents because much of their substance pertains to the relationships prior to the award of the Contract and has little effect or impact thereafter and because many contracts are awarded without going through the bidding process. In some cases, however, the actual Bid may be attached as an exhibit to the Agreement to avoid extensive retyping. (The terms "Bidding Documents" and "Bidding Requirements" are defined in Article 1 of the General Conditions.) The Project Manual concept is explained in the Manual of Practice issued by the Construction Specifications Institute.

Suggested language is presented herein with "Notes to User" to assist in preparing the Agreement. Much of the language should be usable on most projects, but modifications and additional provisions will often be necessary. The suggested language has been coordinated with the other standard forms produced by the EJCDC. When modifying the suggested language or writing additional provisions, the user must check the other documents thoroughly for conflicts and coordination of language usage and make appropriate revisions in all affected documents.

Refer to the discussions in EJCDC's Recommended Competitive Bidding Procedures for Construction Projects ("Bidding Procedures") (No. 1910-9-D, 1987 Edition) (to be reissued in 2002) on the particular paragraphs of which frequent reference is made below.

For brevity, paragraphs of the Instructions to Bidders are referenced with the prefix "I," those of the Bid Form are referenced with the prefix "BF," and those of this Agreement are referenced with the prefix "A."

NOTES:

1. EJCDC publications may be ordered from:

NSPE headquarters
1420 King Street
Alexandria VA 22314-2715
703-684-2800
www.nspe.org

ASCE headquarters
1801 Alexander Bell Drive
Reston, VA 20191-4400
800-548-2723
www.asce.org

ACEC headquarters
1015 15th Street NW
Washington DC 20005
202-347-7474
www.acec.org

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

THIS AGREEMENT is by and between

(Owner) the **City of Manistee**
and

(Contractor) **Swidorski Brothers Excavating LLC**

Owner and Contractor, in consideration of the mutual covenants set forth herein, 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:

**City of Manistee
US 31 Water Main Extension project**

Approximately 37-feet of water main with associated appurtenances. Work will also include roadway reconstruction, traffic control and restoration.

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:

**City of Manistee
US 31 Water Main Extension project**

ARTICLE 3 - ENGINEER

3.01 The Project has been designed by

Abonmarche

(Engineer), who 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 **US 31 Water Main Extension** work shall be complete and open to traffic on or before **November 15, 2012** and ready for final payment in accordance with Paragraph 14.07 of the General Conditions.

4.03 Liquidated Damages

A. Contractor and Owner recognize that time is of the essence of this Agreement 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 for each day that expires after the time specified in Paragraph 4.02 for Substantial Completion until the Work is substantially complete. Until 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 **\$500.00** for each day that expires after the time specified in Paragraph 4.02 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.B below:

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 estimated quantity of that item as indicated in this paragraph 5.01.B:

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. Unit prices have been computed as provided in Paragraph 11.03 of the General Conditions.

UNIT PRICE WORK

<u>Item No.</u>	<u>Description</u>	<u>Unit</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Estimated</u>
-----------------	--------------------	-------------	---------------------------	-------------------	------------------

SEE ATTACHED BID FORM (7 pages)

TOTAL OF ALL ESTIMATED PRICES Thirty Four Thousand Four Hundred Dollars and no cents **\$34,400.00**

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 on or about the 30th day of each month during performance of the Work as provided in Paragraphs 6.02.A.1 and 6.02.A.2 below. 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, Owner, on recommendation of Engineer, may determine that as long as the character and progress of the Work remain satisfactory to them, there will be no additional retainage; and

b. 10 percent of cost of materials and equipment not incorporated in the Work (with the balance being retainage).

2. Upon Substantial Completion, Owner shall pay an amount sufficient to increase total payments to Contractor to 95 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 0 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 5 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 in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.02 of the General Conditions and (2) reports and drawings of a Hazardous Environmental Condition, if any, at the Site which has been identified in the Supplementary Conditions as provided in Paragraph 4.06 of the General Conditions.

E. Contractor has obtained and carefully studied (or assumes responsibility for doing so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the Site which may affect cost, progress, or performance of the Work or which relate to any aspect of 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 Bidding Documents, and safety precautions and programs incident thereto.

F. Contractor does not consider that any 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 correlated the information known to Contractor, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

I. 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.

J. 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 7, inclusive).
 2. Performance bond (pages 1 to 2, inclusive).
 3. Payment bond (pages 1 to 2, 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 43, inclusive).

6. Supplementary Conditions (pages 1 to 5, inclusive).

7. Specifications as listed in the table of contents of the Project Manual.

8. Drawings consisting of 4 sheets with each sheet bearing the following general title: Cover Sheet, Existing Conditions (plan and profile), maintaining traffic plan and maintain traffic plan [or] the Drawings listed on attached sheet index.

9. Addenda (numbers 1).

10. Exhibits to this Agreement (enumerated as follows):

a. Contractor's Bid (pages 1 to 7, inclusive).

b. Documentation submitted by Contractor prior to Notice of Award (pages ____ to ____, inclusive).

c. _____.

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 1 to 1, inclusive).

b. Work Change Directives.

c. Change Order(s).

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 Other Provisions

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement in duplicate. One counterpart each has been delivered to Owner and Contractor. All portions of the Contract Documents have been signed or 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: Colleen Kenny, Mayor

[CORPORATE SEAL]

Attest:

Title: Michele Wright, City Clerk

Address for giving notices:

70 Maple Street

Manistee, MI 49660

(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 Owner-Contractor Agreement.)

Designated Representative:

Name: Jack Garber

Title: DPW Supervisor

Address: 280 Washington Street

Manistee, MI 49660

Phone: 231.723.7132

Facsimile: 231.7213.1803

CONTRACTOR:

Swidorski Bros Excavating, LLC

By:

Title:

[CORPORATE SEAL]

Attest:

Title:

Address for giving notices:

License No.:

(Where applicable)

Agent for service or process:

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

Designated Representative:

Name:

Title:

Address:

Phone:

Facsimile:

Joslin Cove



Aerial Photo Date: Apr., 2008
© City of Manistee 2011



1 inch = 125 feet



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

MEMORANDUM

TO: Mitch Deisch *M Deisch*
City Manager

FROM: *JR* Jon R. Rose
Community Development Director

DATE: September 10, 2012

RE: Oak Grove Cremation Center, Inc.

Mitch, in 1992 the City approved an Agreement to Provide Services to Mowry Buick Pontiac Oldsmobile, Inc., 309 Parkdale Avenue for connection to City Sewer. Oak Grove Cremation Center, Inc. as purchased the property at 309 Parkdale Avenue and is in the process of constructing a new Funeral Home and would like to connect to City Water in addition to City Sewer.

The City Attorney has prepared a new Agreement to Provide Services that would allow Oak Grove Cremation Center, Inc. , 309 Parkdale Avenue to connect to both City Water and Sewer. A copy of the Agreement is enclosed.

JRR:djb

AGREEMENT TO PROVIDE SERVICES

NOW COMES the City of Manistee, a Municipal Corporation, with its office at 70 Maple Street, Manistee, Michigan, hereinafter referred to as party of the first part; and Mowry Buick Pontiac Oldsmobile, Inc., hereinafter referred to as the party of the second part, and agree as follows:

WHEREAS the party of the first part operates a water and sewer utility system; and

WHEREAS the party of the second party owns a building in which an Auto Dealership is located in Manistee Township, Manistee County, Michigan; and

WHEREAS the party of the second part has requested that the water and/or sewer system operated by the party of the first part be made available for their use; and

WHEREAS the party of the first part has determined the same to be economically feasible; and

WHEREAS the cost of construction to the collection point will be paid by the party of the second part; and

WHEREAS the party of the first part has adopted a policy covering water and sewer extensions onto land not within the City of Manistee.

NOW, THEREFORE, IT IS AGREED between the parties:

1. That the party of the first part shall provide water and/or sewer service to the party of the second part for property legally described as follows:

309 Parkdale Avenue Parcel #51-07-336-079-00

PT E 1/2 GOVT LOT 5 COM 268.08' S OF SW COR NE 1/4 SE 1/4 ON S LI US 31, TH N 72 DEG 59' 30" E 567.3', TH S 17 DEG 0' 30" E 150', TH N 72 DEG 59' 30" E 150.61', TH S 1 DEG 12' 30" W 322.2'. TH S 72 DEG 59' W 768.6', TH N 1 DEG 24' 30" E TO POB. EXC COM 268.8' S OF SW COR NE 1/4 SE 1/4 TH N 72 DEG 59' 30" E 250', TH S 17 DEG 0' 30" E 400', TH S 72 DEG 59' 30" W 389', TN N 1 DEG 24' 30" E TO POB. SEC 36 T22N R17W.

2. That the party of the second part agrees to make payments in lieu of taxes to the City unless or until such time that the served property may be incorporated in the City; said payment to be determined by subtracting the then current Township mill levy from the then current City mill levy, with the remainder multiplied by the served property's state equalized valuation, to be paid as if same were property taxes at the time and subject to the same law and penalty as property taxes. These calculations shall be made annually and the payment in lieu of taxes shall be paid annually.
3. The party of the second part shall pay the same charges and be subject to the same rules and regulations relating to the water and/or sewer system as if the served property were in the City of Manistee.
4. At such time that enhanced 9-1-1 emergency services become available, and presuming it is possible to list the City as a responding emergency service provider in the data base which will be automatically available to the 9-1-1 dispatcher, the City shall then provide police and rescue fire emergency service to the party of the second part in accordance with the then current policies and procedures, as if the party of the second part were in the City limits.
5. The party of the second part agrees to participate equitably in any special assessment district which may be created to distribute the cost of future sewer collection or water distribution systems constructed to serve similar properties; provided however party of the second part retains the right to any statutory appeal or relief at equity.
6. In the event the party of the second part shall at any time choose to terminate the use of the City's services or this agreement, he may do so under a penalty five times the annual cost of the payment in lieu of taxes as determined by Section 2 of this agreement.
7. This agreement shall inure to the benefit of and be binding on all heirs, successors, assignees or other holders of interest in the property described above and that same shall be recorded with the Register of Deeds for the County of Manistee, Michigan.
8. This agreement includes no express or implied requirements regarding annexation.

CITY OF MANISTEE

Sarah J. Shew
Witness

Vickers C. Hansen 3/17/92
Vickers C. Hansen, Mayor Dated

Kathleen Parity
Witness

Kenneth J. Olemiczak 4/7/92
Kenneth J. Olemiczak Dated
City Clerk/Treasurer

NAME & ADDRESS: (print or type)

Mowry Building Products Oldsmobile Inc
309 PARKDALE AVE
MANISTEE, MICH 49660

Collette B. Hayes
Witness

Paul C. Bosschem 3/17/92
Signature Dated
Paul C. Bosschem

Collette B. Hayes
Witness

James R. Mowry 3/17/92
Signature Dated
James R. Mowry

AGREEMENT TO PROVIDE SERVICES

NOW COMES the City of Manistee, a municipal corporation, with its office at 70 Maple Street, Manistee, Michigan 49440, hereinafter referred to as City; and Oak Grove Cremation Center, Inc., a Michigan corporation, of 309 Parkdale Avenue, Manistee, MI 49660, hereinafter referred to as User, and agree as follows:

WHEREAS, the City operates and provides certain municipal services including a water and sewer utility system; and

WHEREAS, the User owns a property and building(s) at 309 Parkdale Avenue, Manistee, Michigan; and

WHEREAS, the User has requested that the City provide water and/or sewer system services as operated by the City to the location and property referenced above; and

WHEREAS, the City has determined that the extension of such services to be economically feasible under certain conditions; and

WHEREAS, the User has agreed to pay the cost of construction of such extension of services to the collection point; and

WHEREAS, the City has adopted a policy covering water and sewer extensions onto premises and location not located within the City of Manistee;

NOW, THEREFORE, IT IS AGREED between the parties as follows:

1. **Property Served.** That the City shall provide water and/or sewer services to the property of the User which is more particularly described as:

Township of Manistee, County of Manistee, State of Michigan, to-wit:
PT E 1/2 GOVT LOT 5, COM E 1/4 COR SD SEC 36, TH S 38 DEG 01 MIN 11
SEC W 1731.52 FT TO SW COR OF NE 1/4 SE 1/4, TH S 02 DEG 13 MIN 31
SEC W 267.76 FT TO S'LY R/W US 31, TH N 74 DEG 02 MIN 31 SEC E
250.07 FT TO POB, TH N 73 DEG 39 MIN 25 SEC E 317.23 FT, TH S 16 DEG
10 MIN 16 SEC E 150 FT, TH N 73 DEG 51 MIN 23 SEC E 150.96 FT TO

WLY R/W PARK AVE, TH S 02 DEG 12 MIN 54 SEC W 262.96 FT, TH S 73 DEG 46 MIN 13 SEC W 386.34 FT, TH N 16 DEG 52 SEC W 399.05 FT TO POB. 3.54 A*M/L SEC 36 T22N R17W.

Property Tax ID#: 51-07-336-079-00.

2. **Payment In Lieu of Taxes.** The User agrees to make payments for such services to the City unless and until such time that the served property is incorporated into the jurisdictional boundaries of the City of Manistee. The payment in lieu of taxes shall be equal to the difference between the current General Operating City mill levy less the current General Operating Township mill levy times the served property's taxable valuation [(current City mill levy – current Township mill levy) x taxable valuation]. Such payment in lieu of taxes shall be paid as and at the same time and subject to the same law and penalty as City property taxes. The calculation of such payment in lieu of taxes shall be made annually and such payment thereof shall be paid annually.

3. **Payment of Service Fee(s).** In addition to the payment in lieu of taxes, the User shall pay the sewer and water rates as established by the City of Manistee for the volume of such services utilized by User as if the served property were located within the jurisdictional limits of the City. A one-time connection fee of \$_____ will also be imposed.

4. **Ordinance(s) Incorporated.** User shall be subject to the same rules and regulations relating to water and sewer service systems as if the served property were within the jurisdictional limits of the City of Manistee, specifically including but not limited to, the City of Manistee's Sewer Use Ordinance and Industrial Pretreatment Program, including the penalties provided therein, which ordinance(s) are hereby incorporated by reference and made a part hereof.

5. **Termination.** In the event User shall at any time choose to terminate the use of the City's Services provided for under this agreement, there shall be imposed and paid by User a termination fee equal to five (5) times the annual payment in lieu of taxes as determined under Section 2 hereof, due at the time of terminating this agreement. User specifically acknowledges that this provision is part of the City's cost recovery, and not a penalty.

6. **Binding Effect.** This Agreement shall run with the land as described herein and shall be binding on User's heirs, successors and assigns of such land or interest(s) therein. Further, User agrees that this agreement shall be recorded with the Manistee County Register of Deeds office, and represent terms and conditions to which the real estate is subject.

7. **Applicable Law.** This agreement shall be interpreted in accordance with the law of the State of Michigan. Further, any invalidation of any particular provision herein shall not operate as to nullify or void the entire agreement.

8. **Entire Agreement.** This document includes all agreements of the parties as to the subject matter hereof and there are no other agreements, written or oral, relating thereto that are not incorporated into this agreement. This agreement may be modified only by written agreement of the parties.

9. **Preparation and Review of Document.** User acknowledges and has been advised that this document has been prepared for and on behalf of the City of Manistee by Gockerman, Wilson, Saylor & Hesslin, P.C., attorneys at law, Manistee, Michigan. User has had the opportunity to have this agreement reviewed by counsel of User's choice before the execution of the agreement.

Wherefore, the parties execute this agreement on the date(s) denoted next to their respective signatures.

Dated: _____.

City of Manistee

By _____
Colleen Kenny
Its Mayor

By _____
Michelle Wright
Its Clerk/Treasurer

Dated: _____.

Oak Grove Cremation Center, Inc.

By _____
Ryan L. Kieszkowski
Its Vice President



P. O. Box 358 • Manistee, Michigan 49660-0358 • www.ci.manistee.mi.us

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
231.723.7132

WASTEWATER PLANT
50 Ninth St.
231.723.1553

September 11, 2012

To: Mitch Deisch, City Manager

From: Jack R. Garber, DPW Director 

Re: Agenda Request for Fencing at Rietz Park Ball Diamond

Mitch, the City of Manistee and Manistee Saints was awarded a grant in the amount of \$45,800 from the LRSB for improvements to the Rietz Park Ball Diamonds. One portion of the grant is to go for the removal and installation of new fencing around the perimeter of the diamond. An advertisement to accept bids was placed in the Manistee News Advocate. Bids were opened on August 30, 2012 with one bidder. The bidder was Straight Fence in the amount of \$33,900. It is my recommendation to award Straight Fence for the removal in installation of new fencing at Rietz Park.

Also included in the grant was for removal of the old sprinkling system and installation of complete new system. An advertisement to accept bids was placed in the Manistee News Advocate. Bids were opened on August 30, 2012. Two bids were received:

- Advanced Irrigation \$13,000
- Lance Liston Irrigation \$ 9,972.70

Per Council Purchasing Policy we are awarding Lance Liston Irrigation for removal of old and installation of new sprinkling system at Rietz Park Ball Diamonds in the amount of \$9,972.70

Costs for Rietz Park Ball Diamond

Fencing	\$ 33,900.00
Sprinkling System	\$ 9,972.70

Sub Total \$ 43,872.70

Additional cost will be concrete work and steel poles for the batting cage. This work will be done internally and total amount should be close to the \$45,800 grant.



September 12, 2012

Straight Fence
1434 Pine Creek Road
Manistee, MI 49660
(231) 398-2073

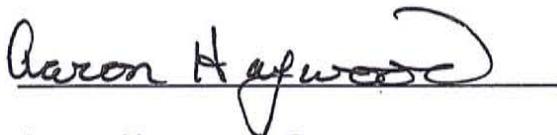
Rietz Park Ball Diamond

Straight Fence agrees to furnish material and labor for removal of old fencing and installation of new fencing around perimeter of entire ball diamond at Rietz Park for a cost total cost of \$33,900. All material and labor to complete project included in estimate.

Work to include approximately 1000' of 8" chain-link fence with three (3) double gates and 4' walk gates. I also agree to install 150' of 16' chain-link fence.

Project to be completed by October 31, 2012.

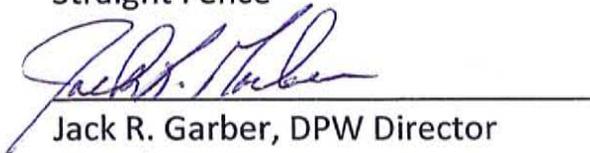
➤ Reference to estimate sheet for material list.



Aaron Haywood, Owner
Straight Fence

9-12-12

Dated



Jack R. Garber, DPW Director
City of Manistee

9-12-12

Dated

Straight Fence

1434 Pine Creek Road
Manistee, MI 49660
(231) 398-2073 Fax: (231) 398-0578
Email: hahaywood@charter.net

Estimate

Date: 08/22/2012

To: Manistee Saints
City of Manistee
Attn: Jack Garber
75 Maple Street
Manistee, MI 49660
(231) 723-3751

Fence estimate for Manistee Saints Ball Field:

Approximately 1,000' – 8' chainlink fence, 9 gage

3" SS 40 terminal posts

2 ½" SS 40 line posts

4" SS 40 gate posts

1 5/8" SS 40 top and bottom rail

3 – 16' double gates with 2" gate frames, SS 40

2 – 4' walk gates with 2" gate frames, SS 40

150' – 16' chainlink fence, 9 gage

1 5/8" top and bottom rail

All material and labor to complete project included in estimate.

Total Cost: \$33,900.00

Add bottom rail to 220' of existing fence. Cost Additional: \$440.00

Thank you,
Aaron Haywood
Straight Fence
(231) 690-3429



APPLICANTS NEEDED

BOARDS and COMMISSIONS VACANCIES

BROWNFIELD REDEVELOPMENT AUTHORITY. One unexpired term ending 06/30/14. Purpose: Promote revitalization of environmentally distressed & functionally obsolete areas.

COMPENSATION COMMISSION. Two vacancies – five year term ending 09/30/17. Purpose: Establishes compensation for city council members.

ZONING BOARD OF APPEALS – One vacancy (alternate member) – unexpired term ending 5/31/15. Purpose: Hears appeals to zoning and building issues.

Application forms are available at the City Clerk's office, 70 Maple Street or on the City website at <http://www.manisteemi.gov> . All applications should be returned prior to the September 18, 2012 City Council meeting when appointments will be made.



September 18, 2012

Memo To: Mitch Deisch *m Deisch*
From: David M Bachman
Chief of Police
Re: Paint the Town Pink Walk

Mitch:

With this memo is an agenda request form and a request from the West Shore Healthcare Foundation to host the 5th Annual "Paint the Town Pink Walk" October 18, 2012 4-7 PM.

This event is held in the downtown district and includes a walk from Seng's Cornerstone Park, up the Riverwalk and back down River Street to the starting point, with local business and organizations to sponsor "pit stops" along the route.

In past years, we did not encounter any issues that would cause us to pull our support for the event.

I am recommending the council approve the request.

A handwritten signature in blue ink, appearing to be "DWB".



WEST SHORE HEALTHCARE FOUNDATION

9-18-12

West Shore Healthcare Foundation

The mission of West Shore Healthcare Foundation is to inspire the spirit of giving to assist West Shore Medical Center in providing excellent care and improving community health.

Board Members

Pam Evans
Chairperson

Sonja Ganger
Vice Chairperson

Sandra Pelarski
Treasurer

Kathy Ervin
Secretary

Mary Ford

John Hoch

Kathleen Jeffreys

Beth McCarthy

Brian McComb, DO

Jan Morency

Sally Somsel

Richard Wilson

Glenn Zaring

James Barker
President
West Shore Medical Center

Manistee City Council
70 Maple Street
Manistee, Michigan 49660

Dear Council Members,

West Shore Healthcare Foundation respectfully requests Council's approval to host the fifth annual Paint the Town Pink event in downtown Manistee on Thursday, October 18, 2012, in honor of National Breast Cancer Awareness Month. As in previous years, the aim of the event is to raise public awareness of the importance of the early detection of breast cancer and to raise funds to support local breast health services at West Shore Medical Center.

This year's proceeds will benefit West Shore's positron emission tomography (PET) services, an advanced imaging technology used in the assessment of cancer. This service is new to the area and is a great benefit to community members fighting cancer who no longer have to travel great distances for this test.

The Paint the Town Pink Celebration and Pink Ribbon Walk will commence at 4 p.m. on October 18, with gathering and social hour in the Seng's lot near Cornerstone Park. A brief ceremony will begin at 5 p.m., immediately followed by the Ribbon Walk, which will travel up the River Walk and back down River Street. Businesses and organizations will be offered the opportunity to host "pit stops" on the River Walk, and River Street merchants will be asked to decorate in pink for the cause. Other "pink" events are being put on in the area by other organizations, truly bringing the community together.

We hope you will support us in our efforts to battle breast cancer. Last year over 800 people turned out in support of this cause!

Sincerely,

James Barker, President
West Shore Medical Center

Pamela Evans, Board Chair
West Shore Healthcare Foundation



Name of Special Event: 5th Annual Paint the Town Pink Ribbon Walk for breast cancer awareness

Date of Special Event: October 18, 2012

Time of Special Event: 4 – 7 p.m. (4 – 5 p.m. registration/ceremony; 5 – 7 p.m. walk)

During school day, students will walk to/from the Seng's lot with teachers and other adults and will be supervised while decorating the staging area sidewalks with chalk. Business will host "pit stops" along the Riverwalk and near the staging area, offering educational materials and giveaways to Paint the Town Pink participants. Stations will not impede the flow of pedestrian traffic.

Number of Units Participating

Marching/Walking: >600

Driven: _____

Other: _____

Assembly/Starting Location: Seng's parking lot near Cornerstone Park

Destination/Finishing Point: Same

Route that the Special Event will follow: From Seng's lot to River Walk via Marina entrance, River Walk to House of Flavors, back down River Street to Cornerstone Park

Person(s) / Organization(s) making request: West Shore Healthcare Foundation, Paint the Town Pink Event Co-Chairs Nancy Day and Julie Raymond

Contact Person:

Name: Julie Blaney, Marketing Mgr, West Shore Medical Center

Address: 1465 E. Parkdale Ave., Manistee, MI 49660

Telephone Work: (231) 398-1189

Home: (231) 690-4811

Signature of Contact Person:

The City of Manistee has been advised by our insurance carrier that when an event is held on City Properties we need to require an insurance certificate naming the City of Manistee as co-insured. An insurance certificate must be on file prior to your event. The minimum amount that our insurance company will accept is \$1 million dollars of Liability Insurance.

The Insurance Certificate should be sent to the attention of Mary Nemecek, Deputy Clerk. Ms. Nemecek can be reached at 231.398.2803 her fax# is 231.723.5410.

Return this request to the Manistee City Police Department after it has been filled out and only after the first requirement has been complied and approved.

**Traffic Control Order #01-67
Special Event Permit**

Uniform Traffic Code adopted by the City of Manistee, Michigan November 5, 1963.

Section 5.47 When permits are required for parades, processions and other special events.

No procession, Parade or Special Event, excepting the forces of the United States Armed Services, the Military forces of this State and the forces of the Police and Fire Departments, shall occupy, march or proceed along the roadway, except in accordance with a permit issued by the Chief of Police and such other regulations as are set forth herein which may apply.

The following requirements must be complied with in order to obtain a permit.

1. Any person, persons, or organization, must receive permission of the City Council. The request must be in writing and passed by the City Council at a regular or special meeting. The City Council meets regularly the 1st and 3rd Tuesdays of the month.
2. Applications must be completely filled out and submitted thirty (30) days prior to the Special Event date to the City Council through the Chief of Police.
3. Special Event Forms for the permits will be provided by the Chief of Police and can be obtained at the Manistee Police Department, 70 Maple Street, Manistee, MI 49660.

This Traffic Control Order was passed by the City Council on October 3, 1967 at a regular meeting.

This order was filed with the City Clerk on September 28th, 1967.

Date Received: _____

David M. Bachman, Chief of Police



CERTIFICATE OF INSURANCE
Claims-Made Coverage

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

RE: "Paint The Town Pink" community event to be held on
on October 18, 2012.

THIS IS TO CERTIFY as to the existence as of this date of the below described insurance with the MHA Insurance Company. Should any change occur in this insurance, the undersigned will endeavor to give written notice to the holder of this certificate, but failure to give such notice shall impose no obligation or liability upon the company or the undersigned.

Named Insured:	West Shore Medical Center 1465 East Parkdale Avenue Manistee, MI 49660-9785	
Additional Insured:	City of Manistee, as their interest may appear	
Policy Number:	01-10364	
Retroactive Dates:	Commercial General Liability – April 1, 1987	
Policy Period:	From: April 1, 2012	To: April 1, 2013
Professional Liability:	\$1,000,000 each medical incident	\$3,000,000 aggregate
Policy Deductible:	\$ 50,000 each claim	\$ 150,000 aggregate
General Liability:	\$1,000,000 each occurrence \$3,000,000 general aggregate (other than products and completed operations) \$3,000,000 products/completed operations aggregate	
<u>Healthcare Umbrella Liability:</u>	In excess of the above Professional Liability and Commercial General Liability.	
Policy Number:	01-55364	Retroactive Date: April 1, 1987
Policy Limits:	\$1,000,000 each occurrence	\$1,000,000 aggregate
Retained Limit:	\$25,000	

This Certificate of Insurance neither amends, extends nor alters the coverage afforded by the above mentioned policy.

Certified this 28th day of August, 20 12.

MHA INSURANCE COMPANY

Bradley D. Lonsberry
Authorized Representative