

# MANISTEE CITY COUNCIL

## MEETING AGENDA

TUESDAY, JANUARY 15, 2013 – 7:00 P.M. – COUNCIL CHAMBERS

**I. Call to Order.**

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

**II. Public Hearings.**

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

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

- V. Approval of Minutes.
- VI. a.) Approval of Payroll.  
b.) Monthly Bills.
- XI. b.) Notification Regarding Next Work Session.

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

**\*V. Approval of Minutes.** Approval of the minutes of the January 2, 2013 regular meeting, the January 8, 2013 work session, and the January 9, 2013 work session as attached.

**VI. Financial Report.**

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

\*b.) MONTHLY BILLS.

**VII. Unfinished Business.**

a. CONSIDERATION OF SUPPORTING HOUSING COMMISSION RESOLUTION 2012-27 BY REMOVING A MEMBER OF THE HOUSING COMMISSION.

The Mayor and City Council have been requested to support Housing Commission Resolution 2012-27 requesting the removal of Housing Commissioner L. B. Bacon from his position as a commissioner. City of Manistee Codified Ordinance Chapter 270 Housing Commission Section 270.02 Appointments states, "The Mayor of the City is hereby directed to appoint members of the Housing Commission with the consent and approval of the other members of the City Council."

At their meeting of Tuesday, December 18, 2012 concerns were raised by Council that this was the first Council had heard of these issues with the Housing Commission and requested more time to consider this item. A motion was made to table the discussion (in effect a motion to postpone) and to schedule a joint meeting of the City Council and the Housing Commission. The joint work session was held on January 9, 2013.

At this time Mayor Kenny, with the support of City Council, could take action on Housing Commission Resolution 2012-27. Council may proceed to a vote on the motion pending from the December 18, 2012 meeting or may choose to make a motion to amend that motion.

**VIII. New Business.**

a.) CONSIDERATION OF COUNCIL PURCHASING POLICY CP-13 AMENDMENTS.

City Council has adopted a Purchasing Policy for the City. Council had some concerns about a few areas and charged the Audit Committee to review the Purchasing Policy and suggest changes. The Audit Committee met and suggested changes. Administration has incorporated these changes in a new draft of the Purchasing Policy.

At this time Council could take action to amend Council Purchasing Policy CP-13.

b.) CONSIDERATION OF THE PURCHASE OF A 2013 VACTOR MODEL 2115 COMBINATION SEWER CLEANER.

The Sewer Maintenance Department uses a vactor for sewer line, catch basin and lift station cleaning; and water department dig jobs. The vactor is used daily and on emergency calls. The current vactor is a 2006 model and is operating at a lesser efficiency level and needing more frequent repairs.

In the 2012-2013 Motor Pool Budget, the City has allocated \$35,700 per year for the purchase of a new vactor. Earlier this year, the DPW Director and the sewer technicians tested three different machines (Vac-On, Aquatech and Vactor). Their mutual decision was that the Vactor Model 2115 from Jack Doheny Companies was in the best interest of the City of Manistee. Total cost of the unit is \$387,443.49 less trade-in of \$116,208.00; for a final unit price of \$271,235.49.

Jack Doheny Companies and PNC Bank offer an exclusive lease program. The lease agreement is for five years with an annual payment of \$26,705 and a guaranteed buyback/cost to purchase at the end of five years of \$163,000. The Finance Director recommends this method of financing and the City Attorney has reviewed the lease paperwork and approves the agreement.

At this time Council could take action to approve the purchase of a Vactor Manufacturing Model 2115 Combination Sewer Cleaner through a five-year lease with trade-in; and further authorize the Mayor, City Clerk and Finance Director to execute the appropriate documents.

c.) CONSIDERATION OF PLANNING COMMISSION BYLAWS.

On January 3, 2013 the City Planning Commission amended their bylaws, Section 3.5 Quorum and Section 6.2 Committees, to reflect the recent change in membership from nine members to seven members.

At this time Council could take action to adopt bylaws for the City of Manistee Planning Commission and authorize the Mayor to execute the document.

d.) CONSIDERATION OF ZONING BOARD OF APPEALS BYLAWS.

On January 3, 2013 the City Zoning Board of Appeals amended their bylaws, Section 3.5 Quorum, to reflect the recent change in Article 25 of the City of Manistee Zoning Ordinance.

At this time Council could take action to adopt bylaws for the City of Manistee Zoning Board of Appeals and authorize the Mayor to execute the document.

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

The City Clerk has taken action to advertise vacancies on the Board of Review, Brownfield Redevelopment Authority, Compensation Commission, Historic District Commission, PEG Commission and the Zoning Board of Appeals.

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

The following applications have been received:

**BOARD OF REVIEW** – One regular member, unexpired term ending 12/31/13; Council appointment. Applicants shall be taxpaying electors of the City who are owners of property assessed for taxes in the City and, at the time of their appointment, are neither elected or appointed officials of the City.

None received.

**BROWNFIELD REDEVELOPMENT AUTHORITY** – One unexpired term ending 06/30/14; Mayoral appointment.

None received.

**COMPENSATION COMMISSION** – Two vacancies, five year terms ending 09/30/17; Mayoral appointment.

None received.

**HISTORIC DISTRICT COMMISSION** – Two vacancies, three year terms ending 02/28/16; Council appointment.

David Carlson, 100 Oak Street, Apt. 203\*  
John H. Perschbacher, 420 Third Street\*

**PEG COMMISSION** – Two vacancies, three year terms ending 12/31/15; Council appointment.

Daniel James Wrzesinski, 515 Maple Street, Apt. #3\*

**ZONING BOARD OF APPEALS** – One vacancy (alternate member), unexpired term ending 05/31/15; Mayoral appointment.

None received.

\*Incumbent

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 MANISTEE COUNTY BLACKER AIRPORT.

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

At this time Mr. Barry Lind will report on the activities of the Manistee County Blacker Airport and respond to any questions the Council may have regarding their activities. No action is required on this item.

\*b.) NOTIFICATION REGARDING NEXT WORK SESSION.

A Council work session has been scheduled for Tuesday, February 12, 2013 at 7 p.m. A discussion will be conducted on the Ramsdell Theatre White Paper, Project Updates; and such business as may come before the Council. No action is required on this item.

**X. Concerns and Comments.**

a.) CITIZEN COMMENT. This is an opportunity for citizens to comment on municipal 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 – January 2, 2013  
Council Work Session Minutes – January 8, 2013  
Council Work Session Minutes – January 9, 2013  
Monthly Bills  
Purchasing Policy Amendments  
Vactor Sewer Cleaner Purchase  
Planning Commission Bylaw Amendments  
Zoning Board of Appeals Bylaw Amendments  
Board and Commission Applications

**PROCEEDINGS OF THE MANISTEE CITY COUNCIL – January 2, 2013**

A regular meeting of the Manistee City Council was called to order by her honor, Mayor Colleen Kenny on Wednesday, January 2, 2013 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, Beth Adams, and Eric Gustad.

**ABSENT:** Ilona Haydon and Catherine Zaring.

**ALSO PRESENT:** City Manager – Mitch Deisch, City Attorney – George Saylor, City Clerk – Michelle Wright, Finance Director – Ed Bradford, and Public Safety Director – Dave Bachman.

**CITIZEN COMMENTS ON AGENDA RELATED ITEMS.**

*None received.*

**CONSENT AGENDA.**

- Minutes - December 18, 2012 - Regular Meeting
- Payroll - December 10-23, 2012 - \$ 117,063.74
- Cash Balances Report - November 2012
- Consideration of Ordinance Z12-09 Amending Article 25 Zoning Board of Appeals.  
Staff discovered a conflict with the language for alternates who serve on the Zoning Board of Appeals. The Planning Commission held a public hearing at their meeting on December 6, 2012 that would amend Article 25 Zoning Board of Appeals to reflect the language in the Zoning Enabling Act.  
  
The City Attorney reviewed the proposed amendment and recommended changes to the language. This amendment was first introduced by Council at their meeting of December 18, 2012 and could be adopted this evening.
- Consideration of Ordinance 12-10 Amending Chapter 1220 Planning Commission of the Codified Ordinances.  
Prior to changes in the Michigan Planning Enabling Act of 2008 cities with populations of more than 5,000 were required to have nine members on their Planning Commission. Now municipalities can chose to have five, seven or nine members on their Planning Commission.  
  
Currently there are two vacancies on the Planning Commission. At their November 1, 2012 meeting the Planning Commission made a motion to recommend to City Council to amend

Chapter 1220 Planning Commission by reducing the number of Planning Commissioners from nine to seven.

The City Attorney reviewed and recommended changes to Chapter 1220. This amendment was first introduced by Council at their meeting of December 18, 2012 and could be adopted this evening.

- Notification Regarding Next Work Session – January 8, 2013  
A discussion will be conducted on project updates; and such business as may come before the Council.

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

With a roll call vote this motion passed unanimously.

AYES: Kenny, Scrimger, Hornkohl, Adams, and Gustad

NAYS: None

#### **CONSIDERATION OF A RESOLUTION, MICHIGAN DEPARTMENT OF TRANSPORTATION SMALL URBAN GRANT.**

The City of Manistee applied for and received a Small Urban Grant to assist with the milling and resurfacing of Kosciusko Street from Eighth Street to Twelfth Street. The estimated construction cost for the project is \$244,800 of which the City's share is \$40,849.98.

MOTION by Hornkohl, second by Adams to authorize the Mayor and City Clerk to sign a resolution and execute the necessary documents relating to the Michigan Department of Transportation Small Urban Grant for Kosciusko Street.

With a roll call vote this motion passed unanimously.

AYES: Kenny, Scrimger, Hornkohl, Adams, and Gustad

NAYS: None

#### **A REPORT FROM THE RAMSDELL GOVERNING AUTHORITY.**

Ms. Nancy Lyon and Mr. Ed Bradford reported on the activities of the Ramsdell Governing Authority and responded to questions the Council had regarding their activities.

#### **CITIZEN COMMENT.**

*None received.*

#### **OFFICIALS AND STAFF.**

Deisch stated the low bid received for the Kosciusko Street project came in at \$205,000 by a local

company – Elmers. He also stated that the Strategic Plan will be reviewed at next week’s work session.

**COUNCILMEMBERS.**

*None received.*

**ADJOURN.**

MOTION to adjourn was made by Hornkohl, second by Adams. Meeting adjourned at 7:39 p.m.

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

DRAFT

**MANISTEE CITY COUNCIL  
WORK SESSION  
MINUTES OF JANUARY 8, 2013**

The Manistee City Council met in a work session on Tuesday, January 8, 2013 at 7 p.m., Council Chambers, City Hall, 70 Maple Street, Manistee MI 49660.

**MEMBERS PRESENT:** Colleen Kenny, Catherine Zaring, Beth Adams, Bob Hornkohl, Eric Gustad

**MEMBERS ABSENT:** Ilona Haydon, Sid Scrimger

**OTHERS PRESENT:** Department Directors, Media and Public

*Presentation of Strategic Plan Update 2013-2014 through 2015-2016.* City Manager Mitch Deisch presented the Strategic Plan document that was updated by Council and Staff at a meeting held November 1, 2012. Several questions were asked by City Council. No changes were made to the Strategic Plan. Staff will clean up the document and present final copies to City Council.

*2012 Capital Project Update.* Community Development Director Jon Rose presented updates on the Maple Street Bridge, Fish Cleaning Station, First Street Shelter, SSES Project, and the Small Urban Grant application for Kosciusko. Discussion was held on several of the projects. Regular updates will be made to Council throughout the construction season during work sessions. Mayor Kenny requested that a Gantt chart be prepared for each project.

Adjourned at 7:45 p.m.

Respectfully submitted,



Mitch Deisch, City Manager

MDD:cl

**MANISTEE CITY COUNCIL  
WORK SESSION  
MINUTES OF JANUARY 9, 2013**

The Manistee City Council met in a work session on Wednesday, January 9, 2013 at 7 p.m., Council Chambers, City Hall, 70 Maple Street, Manistee MI 49660.

**MEMBERS PRESENT:** Colleen Kenny, Catherine Zaring, Beth Adams, Bob Hornkohl, Ilona Haydon, Eric Gustad

**MEMBERS ABSENT:** Sid Scrimger

**HOUSING COMMISSION PRESENT:** Dale Priester, L.B. Bacon, Donna Korzeniewski, Elbert Purdom

**HOUSING COMMISSION ABSENT:** Doug Parkes

**OTHERS PRESENT:** Housing Commission Director Clinton McKinven-Copus, Housing Commission Secretary Lorna Perski, Department Directors, Media and Public

*Joint Discussion of Housing Commission Resolution 2012-27 to Remove a Member of the Housing Commission.* At their meeting of December 18, 2012 City Council was asked to support a resolution by the Housing Commission to remove a member of the Housing Commission. Concerns were raised by Council that this was the first Council had heard of these issues and requested more time to consider this item. The discussion was tabled and a joint meeting between City Council and the Housing Commission was scheduled.

Following extensive discussion it was the consensus of Council that the Housing Commission endeavor to work cooperatively with all members and administration on improving internal communications. Based upon this being a tabled item this will be placed on the January 15, 2013 agenda.

Adjourned at 9 p.m.

Respectfully submitted,



Mitch Deisch, City Manager

MDD:cl

INVOICE APPROVAL LIST BY FUND  
12/11/12

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City of Manistee

Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Abbrev	Invoice Description	Number	Number	Date		
Fund: GENERAL FUND							
Dept: GENERAL							
101-100-859.000	DataIntern	CHARTER COMMUNICATIONS INC. Monthly Service - City Hall	37180		11/22/2012		224.99
101-100-859.000	DataIntern	CHARTER COMMUNICATIONS INC. Monthly Service - City Hall	37180	#8245 12 209 0088022 - Dec 12	11/22/2012		6.14
101-100-925.001	Electric	CONSUMERS ENERGY Electric Usage	37189	#8245 12 209 0076258 - Dec 12	12/25/2012		10,985.98
101-100-940.000	Rent	CITY OF MANISTEE 2012 Winter Taxes	37183		12/01/2012		670.90
101-100-999.000	TrfOut	CITY OF MANISTEE COMMON ACCT Ramsdell Theatre Oper.Transfer	37184		12/01/2012		5,000.00
						Total GENERAL	16,888.01
Dept: LEGISLATIVE							
101-101-728.000	OperSupp	JACKPINE BUSINESS CENTERS Name Plate - Gustad	37206	342588-0	01/02/2013		26.20
101-101-728.000	OperSupp	JACKPINE BUSINESS CENTERS Business Cards - Gustad	37206	30914	12/30/2012		40.50
101-101-728.000	OperSupp	PNC BANK Credit Card Charges	37234	Nov 12	12/24/2012		20.00
101-101-860.000	Trav/Train	MICHIGAN MUNICIPAL LEAGUE 2012 MML Conv - Boat Cruise	37221	7443	10/19/2012		30.00
101-101-860.000	Trav/Train	MICHIGAN MUNICIPAL LEAGUE 2012 MML Conv - Boat Cruise,	37221	7495	10/19/2012		90.00
						Total LEGISLATIVE	206.70
Dept: MANAGER							
101-172-712.012	Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC Flex/HRA Admin - Dec 2012	37173	6455	12/31/2012		6.95
101-172-831.000	Con.Repair	KOPY SALES INC. Cost Per Copy - Manager	37211	86267	12/13/2012		47.39
101-172-860.000	Trav/Train	MICHIGAN MUNICIPAL LEAGUE 2012 MML Conv - Boat Cruise	37221	7426	10/19/2012		30.00
101-172-957.000	Motor Pool	CITY OF MANISTEE COMMON ACCT Equipment Rental - Motor Pool	37184		12/01/2012		770.83
101-172-985.000	Lease Pur.	US BANK EQUIPMENT FINANCE Kyocera Copier - Manager/Polic	37244	216512947	11/21/2012		92.48
						Total MANAGER	947.65
Dept: CLERK							
101-215-712.012	Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC Flex/HRA Admin - Dec 2012	37173	6455	12/31/2012		6.95
101-215-728.000	OperSupp	JACKPINE BUSINESS CENTERS Desk Pad	37206	342804-0	01/03/2013		8.59
101-215-728.000	OperSupp	OLESON'S FOOD STORES Pointsettias, Forks, Spoons, F	37230	#7134 - 11/27/12	12/27/2012		16.79
101-215-728.000	OperSupp	JACKPINE BUSINESS CENTERS Hanging Binders, Rubberbands	37206	342131-0	12/27/2012		139.95
101-215-728.000	OperSupp	ADVANCED BENEFIT SOLUTIONS INC Flex/HRA Admin - Dec 2012	37173	6455	12/31/2012		4.50
101-215-728.000	OperSupp	JACKPINE BUSINESS CENTERS Desk Pad, Label, Correct Tape,	37206	342623-0	12/31/2012		66.91
101-215-801.000	Pro.Serv.	ADVANCED BENEFIT SOLUTIONS INC COBRA Administration	37173	Dec 2012	01/03/2013		42.75
101-215-831.000	Con.Repair	KOPY SALES INC. Cost Per Copy - Finance/Clerk	37211	86266	12/13/2012		38.22
101-215-860.000	Trav/Train	PNC BANK Credit Card Charges	37234	Nov 12	12/24/2012		74.65
101-215-870.000	Membership	MICHIGAN ASSOC. OF MUNICIPAL Membership Renewal - M. Wright	37220	2013	12/10/2012		60.00
101-215-900.000	PrintPub	PRINTING SYSTEMS, INC. W-3, 1096, W-2, 1099 Misc	37236	78036	12/31/2012		268.02
101-215-900.000	PrintPub	THE PIONEER GROUP Advertisements	37233	#41100167 - 11/30/12	12/20/2012		412.30
101-215-900.000	PrintPub	MANISTEE COUNTY REGISTER OF Record Riverfront Leases (5)	37215		01/10/2013		115.00
						Total CLERK	1,254.63
Dept: FINANCE / TREASURER							
101-253-712.012	Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC Flex/HRA Admin - Dec 2012	37173	6455	12/31/2012		6.95

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Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept: FINANCE / TREASURER						
101-253-728.000	OperSupp	JACKPINE BUSINESS CENTERS Stamp	37206	342896-0	01/03/2013	19.95
101-253-728.000	OperSupp	OLESON'S FOOD STORES Pointsettias, Forks, Spoons, F	37230	#7134 - 11/27/12	12/27/2012	16.79
101-253-728.000	OperSupp	ADVANCED BENEFIT SOLUTIONS INC Flex/HRA Admin - Dec 2012	37173	6455	12/31/2012	9.00
101-253-728.000	OperSupp	PNC BANK Credit Card Charges	37234	Nov 12	12/24/2012	109.53
101-253-728.000	OperSupp	PNC BANK Credit Card Charges	37234	Nov 12	12/24/2012	42.39
101-253-728.000	OperSupp	PNC BANK Credit Card Charges	37234	Nov 12	12/24/2012	8.95
101-253-728.000	OperSupp	PNC BANK Credit Card Charges	37234	Nov 12	12/24/2012	31.79
Total FINANCE / TREASURER						245.35
Dept: ASSESSOR						
101-257-712.012	Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC Flex/HRA Admin - Dec 2012	37173	6455	12/31/2012	6.95
101-257-728.000	OperSupp	ADVANCED BENEFIT SOLUTIONS INC Flex/HRA Admin - Dec 2012	37173	6455	12/31/2012	4.50
101-257-801.000	Pro.Serv.	INFO GEOGRAPHICS INC GeoConnector Annual Maint	37205	121203-01	01/02/2013	425.00
101-257-870.000	Membership	STATE OF MICHIGAN Pers Prop Examiner Cert Renew	37240	2012	11/09/2012	150.00
Total ASSESSOR						586.45
Dept: MUNICIPAL BUILDINGS						
101-265-728.000	OperSupp	WAHR HARDWARE, INC. Flood Light	37247	98955	12/21/2012	22.75
101-265-728.000	OperSupp	FASTENAL COMPANY Greenworks, Paper Towel	37197	MIMAN94699	12/26/2012	107.64
101-265-831.000	Con.Repair	CUSTOM SHEET METAL & HEATING Service Call - City Hall	37190	0000058986	12/28/2012	475.42
101-265-850.000	Phone	AT&T Monthly Service	37175	2012 - 231R01300612	12/31/2012	180.74
101-265-850.000	Phone	POWERNET GLOBAL COMMUNICATIONS Monthly Service	37235	28128785	12/22/2012	106.37
101-265-920.000	Gas	DTE ENERGY Gas Usage - 70 Maple St	37194		12/30/2012	650.27
101-265-920.336	Gas - Fire	DTE ENERGY Gas Usage - 281 1st St	37194		12/30/2012	374.59
101-265-920.441	Gas - DPW	DTE ENERGY Gas Usage - 280 Washington	37194		12/29/2012	1,892.46
101-265-922.000	Water	CITY OF MANISTEE WATER & Water Usage	37187		11/26/2012	271.01
101-265-922.336	Water - Fi	CITY OF MANISTEE WATER & Water Usage	37187		11/26/2012	89.72
101-265-922.441	Water - DP	CITY OF MANISTEE WATER & Water Usage	37187		11/26/2012	165.26
101-265-922.446	Water - Br	CITY OF MANISTEE WATER & Water Usage	37187		11/26/2012	50.87
101-265-925.000	Electric	CONSUMERS ENERGY Electric Usage	37189		12/25/2012	1,661.47
101-265-925.336	Electric -	CONSUMERS ENERGY Electric Usage	37189		12/25/2012	322.12
101-265-925.441	Electric -	CONSUMERS ENERGY Electric Usage	37189		12/25/2012	1,653.47
101-265-925.446	Electric -	CONSUMERS ENERGY Electric Usage	37189		12/25/2012	341.71
Total MUNICIPAL BUILDINGS						8,365.87
Dept: CITY ENGINEER						
101-285-801.000	Pro.Serv.	ABONMARCHE CONSULTANTS, INC. Engineer of Record	37169	105683	12/28/2012	3,000.00
Total CITY ENGINEER						3,000.00
Dept: BOARDS & COMMISSIONS						
101-290-887.000	Plan Comm	THE PIONEER GROUP Advertisements	37233		12/20/2012	79.50
Total BOARDS & COMMISSIONS						79.50

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Fund	Department	GL Number	Vendor Name	Check	Invoice	Due	Amount
Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: GENERAL FUND							
Dept: BOARDS & COMMISSIONS							
101-290-889.000	Zoning Brd		THE PIONEER GROUP Advertisements	37233		12/20/2012	108.00
					#41100167 - 11/30/12		
					Total BOARDS & COMMISSIONS		187.50
Dept: POLICE							
101-301-712.012	Costs-HRA		ADVANCED BENEFIT SOLUTIONS INC Flex/HRA Admin - Dec 2012	37173	6455	12/31/2012	69.50
101-301-715.000	Cleaning		NYE UNIFORM COMPANY Name Bars - Fraass	37229	394585	12/14/2012	25.90
101-301-715.000	Cleaning		MANISTEE CLEANING SOLUTIONS Uniform Cleaning	37214	Nov 2012	12/05/2012	155.67
101-301-715.000	Cleaning		NYE UNIFORM COMPANY Pants - Shands	37229	401022	01/03/2013	207.03
101-301-728.000	OperSupp		JACKPINE BUSINESS CENTERS Chairmat	37206	342286-0	12/26/2012	42.97
101-301-728.000	OperSupp		JASON P HALLEAD Fitness Club Reimbursement	37203		11/19/2012	120.00
101-301-728.000	OperSupp		ADVANCED BENEFIT SOLUTIONS INC Flex/HRA Admin - Dec 2012	37173	6455	12/31/2012	4.50
101-301-728.000	OperSupp		PNC BANK Credit Card Charges	37234	Nov 12	12/24/2012	283.60
101-301-770.000	Vehicle Ga		BLARNEY CASTLE FLEET PROGRAM Monthly Fuel Usage	37177	BC177 - 12/06/12	12/20/2012	1,253.29
101-301-831.000	Con.Repair		KOPY SALES INC. Cost Per Copy - Police	37211	86271	12/13/2012	28.25
101-301-860.000	Trav/Train		STATE OF MICHIGAN - MSP Undercover Narcotics School	37241	551-381445	11/06/2012	230.00
101-301-860.000	Trav/Train		PNC BANK Credit Card Charges	37234	Nov 12	12/24/2012	195.36
101-301-957.000	Motor Pool		CITY OF MANISTEE COMMON ACCT Equipment Rental - Motor Pool	37184		12/01/2012	2,708.33
101-301-985.000	Lease Pur.		US BANK EQUIPMENT FINANCE Kyocera Copier - Manager/Polic	37244	216512947	11/21/2012	92.47
					Total POLICE		5,416.87
Dept: FIRE							
101-336-712.012	Costs-HRA		ADVANCED BENEFIT SOLUTIONS INC Flex/HRA Admin - Dec 2012	37173	6455	12/31/2012	55.60
101-336-715.000	Cleaning		NYE UNIFORM COMPANY Name Tag - Riggs	37229	394774	12/07/2012	8.00
101-336-715.000	Cleaning		NYE UNIFORM COMPANY Name Tag - Henderson	37229	394789	12/07/2012	8.00
101-336-715.000	Cleaning		NYE UNIFORM COMPANY Coat, Hashmark, Stripe, Name	37229	394793	12/20/2012	305.10
101-336-715.000	Cleaning		NYE UNIFORM COMPANY Name Bar, Serving Since-Peddie	37229	394802	12/20/2012	34.13
101-336-715.000	Cleaning		NYE UNIFORM COMPANY Shirt, Name Tag - Jeffries	37229	394791	12/07/2012	91.91
101-336-715.000	Cleaning		TELE-RAD INC. Water Repellent Shirt Fire	37242	842097	12/01/2012	575.90
101-336-715.000	Cleaning		SNYDER'S SHOES Shoes - Jeffries	37239	13065	11/21/2012	140.50
101-336-728.000	OperSupp		OLESON'S FOOD STORES Cookies, Donut Holes	37230	#0652 - 11/17/12	12/17/2012	7.18
101-336-728.000	OperSupp		AUTO VALUE \ BTB PARTS STORES Baldwin Filter	37176	256-804168	01/02/2013	56.99
101-336-728.000	OperSupp		NAPA AUTO PARTS Bulb	37226	156562	12/03/2012	1.39
101-336-728.000	OperSupp		WAHR HARDWARE, INC. Keys	37247	99250	12/30/2012	4.38
101-336-728.000	OperSupp		WAHR HARDWARE, INC. Batteries	37247	99187	12/29/2012	8.99
101-336-728.000	OperSupp		WAHR HARDWARE, INC. Freight - Fire	37247	99181	12/28/2012	11.96
101-336-728.000	OperSupp		WAHR HARDWARE, INC. Bolts, Utility Hook	37247	99331	01/02/2013	15.03
101-336-728.000	OperSupp		JACKPINE BUSINESS CENTERS Hanging Hook, Pencil Cup	37206	342717-0	01/02/2013	14.08
101-336-728.000	OperSupp		JACKPINE BUSINESS CENTERS Disks, DVD+R	37206	342866-0	01/03/2013	19.87

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Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: GENERAL FUND							
Dept: FIRE							
101-336-728.000		OperSupp	MANISTEE ACE HARDWARE	37172		12/16/2012	29.25
101-336-728.000		OperSupp	Chain, Ferrule/Stops, Wire Rop		105349		
101-336-728.000		OperSupp	CHARTER COMMUNICATIONS INC.	37180		11/08/2012	78.13
101-336-728.000		OperSupp	Monthly Service - Fire		#8245 12 209 0073420 - Dec 12		
101-336-728.000		OperSupp	MANISTEE ACE HARDWARE	37172		11/19/2012	41.93
101-336-728.000		OperSupp	Pleat Air Filters		104401		
101-336-728.000		OperSupp	JACKPINE BUSINESS CENTERS	37206		12/30/2012	0.99
101-336-728.000		OperSupp	Manistee.com Lanyard		342309-0		
101-336-728.000		OperSupp	ADVANCED BENEFIT SOLUTIONS INC	37173		12/31/2012	13.50
101-336-732.000		SUPPLIES -	Flex/HRA Admin - Dec 2012		6455		
101-336-770.000		Vehicle Ga	MOORE MEDICAL CORP.	37224		12/28/2012	120.94
101-336-770.000		Vehicle Ga	Contour POC Tst Strip, Stifnec		82003890 EI		
101-336-801.000		Pro.Serv.	BLARNEY CASTLE FLEET PROGRAM	37177		12/20/2012	678.74
101-336-801.000		Pro.Serv.	Monthly Fuel Usage		BC177 - 12/06/12		
101-336-801.000		Pro.Serv.	FIRE PROGRAMS	37198		12/01/2012	1,740.00
101-336-801.000		Pro.Serv.	Support & Upgrade Service		7712		
101-336-801.000		Pro.Serv.	ACCUMED BILLING INC	37171		12/03/2012	505.52
101-336-801.000		Pro.Serv.	AccuMed Fee		November 2012		
101-336-831.000		Con.Repair	NON-DESTRUCTIVE TESTING GROUP	37228		12/13/2012	706.00
101-336-831.000		Con.Repair	5YR Aerial Inspection, Ground		11531790		
101-336-831.000		Con.Repair	KOPY SALES INC.	37211		11/11/2012	67.40
101-336-831.000		Con.Repair	Cost Per Copy - Fire		85909		
101-336-831.000		Con.Repair	CIRCLE K SERVICE CORP	37181		08/17/2012	361.70
101-336-860.000		Trav/Train	Service Test Fire Pump, Annual		62081		
101-336-860.000		Trav/Train	MSFA MEMORIAL & EDUCATION	37225		11/27/2012	360.00
101-336-860.000		Trav/Train	Fall Fire School		234		
101-336-860.000		Trav/Train	PNC BANK	37234		12/24/2012	122.40
101-336-860.000		Trav/Train	Credit Card Charges		Nov 12		
101-336-870.000		Membership	NATIONAL FIRE PROTECTION ASSOC	37227		11/30/2012	300.00
101-336-870.000		Membership	Membership (2 yr)		5668892X #1		
101-336-930.000		Repairs/Ma	DOUGLASS SAFETY SYSTEMS, LLC	37192		12/16/2012	51.00
101-336-930.000		Repairs/Ma	Universal Spanner Wrench		31520		
101-336-930.000		Repairs/Ma	G.T. TIRE & WHEEL, INC. OF	37199		11/22/2012	180.00
101-336-930.000		Repairs/Ma	Repair LF Tire - R-5		0045		
101-336-930.000		Repairs/Ma	MANISTEE FORD-MERCURY, INC.	37217		12/28/2012	596.43
101-336-930.000		Repairs/Ma	Hub Asy, Bra Kit, Bolt, Cone,		77573		
101-336-930.000		Repairs/Ma	PNC BANK	37234		12/24/2012	211.17
101-336-930.000		Repairs/Ma	Credit Card Charges		Nov 12		
101-336-957.000		Motor Pool	CITY OF MANISTEE COMMON ACCT	37184		12/01/2012	2,308.33
101-336-957.000		Motor Pool	Equipment Rental - Motor Pool				
Total FIRE							9,832.44
Dept: PUBLIC WORKS							
101-441-712.012		Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC	37173		12/31/2012	76.45
101-441-712.012		Costs-HRA	Flex/HRA Admin - Dec 2012		6455		
101-441-715.000		Cleaning	MODEL COVERALL SERVICE, INC.	37223		01/02/2013	28.01
101-441-715.000		Cleaning	Uniform Cleaning - DPW		0307613		
101-441-728.000		OperSupp	OLESON'S FOOD STORES	37230		01/04/2013	19.98
101-441-728.000		OperSupp	Coffee		#9785 - 12/05/12		
101-441-728.000		OperSupp	JACKPINE BUSINESS CENTERS	37206		01/06/2013	7.49
101-441-728.000		OperSupp	Magnetic Tape Adhes		343104-0		
101-441-728.000		OperSupp	JACKPINE BUSINESS CENTERS	37206		01/05/2013	70.99
101-441-728.000		OperSupp	Organizer Lamp		342937-0		
101-441-728.000		OperSupp	ADVANCED BENEFIT SOLUTIONS INC	37173		12/31/2012	9.00
101-441-728.000		OperSupp	Flex/HRA Admin - Dec 2012		6455		
101-441-728.000		OperSupp	JACKPINE BUSINESS CENTERS	37206		01/02/2013	23.51
101-441-728.000		OperSupp	Crbn Ppr Pncl		342750-0		
101-441-770.000		Vehicle Ga	BLARNEY CASTLE FLEET PROGRAM	37177		12/20/2012	26.05
101-441-770.000		Vehicle Ga	Monthly Fuel Usage		BC177 - 12/06/12		
101-441-770.000		Vehicle Ga	BLARNEY CASTLE FLEET PROGRAM	37177		12/20/2012	4,673.19
101-441-770.000		Vehicle Ga	Monthly Fuel Usage		BC177 - 12/06/12		
101-441-801.000		Pro.Serv.	EFTAXIADIS CONSULTING INC	37195		12/27/2012	1,657.50
101-441-801.000		Pro.Serv.	Env Consulting - DPW Garage		MNST-1210		
101-441-801.000		Pro.Serv.	WADE-TRIM, INC.	37246		12/26/2012	750.00
101-441-801.000		Pro.Serv.	2012 Maple St Bridge Inspectio		105115		
101-441-930.000		Repairs/Ma	WAHR HARDWARE, INC.	37247		01/03/2013	19.04
101-441-930.000		Repairs/Ma	Bulbs		99411		
101-441-930.000		Repairs/Ma	WAHR HARDWARE, INC.	37247		01/03/2013	210.34
101-441-930.000		Repairs/Ma	Floor Extra Deep, Roller Cover		99402		
101-441-930.000		Repairs/Ma	LAKE WELDING SUPPLY CO.	37212		12/30/2012	44.46
101-441-930.000		Repairs/Ma	AR, ED, FG, O2		00835742		

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Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: GENERAL FUND							
Dept: PUBLIC WORKS							
101-441-930.000	Repairs/Ma		NAPA AUTO PARTS	37226		12/07/2012	-50.00
			Core Deposit		156821		
101-441-930.000	Repairs/Ma		NAPA AUTO PARTS	37226		12/05/2012	45.08
			Oil Fil, Fuel Fil		156651		
101-441-930.000	Repairs/Ma		AUTO VALUE \ BTB PARTS STORES	37176		01/03/2013	3.99
			Univ Chrg Posts		256-804302		
101-441-930.000	Repairs/Ma		WAHR HARDWARE, INC.	37247		01/04/2013	14.07
			Batteries, Tray Liner, Paint T		99433		
101-441-930.000	Repairs/Ma		FASTENAL COMPANY	37197		12/26/2012	290.88
			Plow Bolt, Hex Nut, Split Lock		MIMAN94693		
101-441-930.000	Repairs/Ma		MANISTEE TIRE SERVICE	37219		12/27/2012	15.00
			Inside Patch - #119		139303		
101-441-930.000	Repairs/Ma		NAPA AUTO PARTS	37226		12/06/2012	99.35
			Caliper, Core Deposit		156741		
101-441-930.000	Repairs/Ma		WAHR HARDWARE, INC.	37247		01/05/2013	131.84
			Bolt, 4" Fabric, Roller Cover,		99510		
101-441-930.000	Repairs/Ma		AUTO VALUE \ BTB PARTS STORES	37176		12/27/2012	28.39
			24 Pc. S/D Set		256-803719		
101-441-930.000	Repairs/Ma		AUTO VALUE \ BTB PARTS STORES	37176		12/28/2012	94.96
			Sckt Holders		256-803803		
101-441-930.000	Repairs/Ma		AUTO VALUE \ BTB PARTS STORES	37176		12/29/2012	54.09
			Tongue Jack		256-803894		
101-441-930.000	Repairs/Ma		NAPA AUTO PARTS	37226		10/08/2012	269.00
			Bull Bar L Pl Rel		153653		
101-441-930.000	Repairs/Ma		BIG KMART STORE 4845	37210		01/02/2013	133.22
			Ext Cord, AC Cord, Shelf, Shad		#04845 120312 003 35257		
101-441-930.000	Repairs/Ma		WAHR HARDWARE, INC.	37247		01/02/2013	50.66
			Cord, Duct Tape, Trash Bag		99337		
101-441-955.000	Christmas		WAHR HARDWARE, INC.	37247		01/04/2013	7.08
			Gloss White Spray, Numbers		99445		
101-441-955.000	Christmas		STACEY K VAAS	37245		11/24/2012	282.00
			Cedar Roping, Bows				
101-441-955.000	Christmas		WAHR HARDWARE, INC.	37247		01/06/2013	7.69
			Lantern		99548		
101-441-955.000	Christmas		WAHR HARDWARE, INC.	37247		01/05/2013	30.81
			D-Con Mouse Prufe		99508		
101-441-957.000	Motor Pool		CITY OF MANISTEE COMMON ACCT	37184		12/01/2012	6,166.67
			Equipment Rental - Motor Pool				
Total PUBLIC WORKS							15,290.79
Dept: COMMUNITY DEVELOPMENT OFFICE							
101-748-712.012	Costs-HRA		ADVANCED BENEFIT SOLUTIONS INC	37173		12/31/2012	13.90
			Flex/HRA Admin - Dec 2012		6455		
101-748-728.000	OperSupp		ADVANCED BENEFIT SOLUTIONS INC	37173		12/31/2012	9.00
			Flex/HRA Admin - Dec 2012		6455		
101-748-728.000	OperSupp		JACKPINE BUSINESS CENTERS	37206		01/05/2013	16.63
			Wkly Refill		342992-0		
101-748-831.000	Con.Repair		KOPY SALES INC.	37211		12/13/2012	18.18
			Cost Per Copy - Comm Dev		86265		
Total COMMUNITY DEVELOPMENT OFFICE							57.71
Dept: PARKS & RECREATION							
101-751-712.012	Costs-HRA		ADVANCED BENEFIT SOLUTIONS INC	37173		12/31/2012	13.90
			Flex/HRA Admin - Dec 2012		6455		
101-751-728.000	OperSupp		GRAND RENTAL STATION	37202		12/30/2012	4.99
			Safety Glasses		1-521390		
101-751-770.000	Vehicle Ga		BLARNEY CASTLE FLEET PROGRAM	37177		12/20/2012	341.93
			Monthly Fuel Usage		BC177 - 12/06/12		
101-751-831.000	Con.Repair		LANCE LISTON	37213		10/26/2012	55.00
			2012 Winterize - City Garage		244036		
101-751-831.000	Con.Repair		LANCE LISTON	37213		10/26/2012	55.00
			2012 Winterize - City Hall		244037		
101-751-831.000	Con.Repair		LANCE LISTON	37213		10/26/2012	75.00
			2012 Winterize - Marina		244039		
101-751-831.000	Con.Repair		LANCE LISTON	37213		10/28/2012	65.00
			2012 Winterize - Rietz Park		242955		
101-751-831.000	Con.Repair		LANCE LISTON	37213		10/23/2012	65.00
			2012 Winterize - Mack Park		092938		
101-751-831.000	Con.Repair		LANCE LISTON	37213		11/17/2012	55.00
			2012 Winterize - Sands Park		092939		

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Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: GENERAL FUND						
Dept: PARKS & RECREATION						
101-751-922.000	Water	CITY OF MANISTEE WATER & Water Usage	37187		11/26/2012	64.09
101-751-925.000	Electric	CONSUMERS ENERGY Electric Usage	37189		12/25/2012	1,597.33
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC. 1/4 Sheet 60, Sandpaper 100	37247	99388	01/03/2013	2.90
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC. Lacquer Thinner	37247	99368	01/03/2013	7.82
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC. 4-1/2" Metal Cut Wheel	37247	99234	12/30/2012	1.59
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC. Duc Tape, Blue Tarp	37247	99147	12/28/2012	18.89
101-751-930.000	Repairs/Ma	FASTENAL COMPANY Glass Cleaner	37197	MIMAN94589	12/16/2012	13.49
101-751-930.000	Repairs/Ma	TOP LINE ELECTRIC LLC Repair Outlet Cover - River &	37243	3871	11/27/2012	148.43
101-751-930.000	Repairs/Ma	TOP LINE ELECTRIC LLC Memorial Parking Lot Lights	37243	3869	11/27/2012	55.50
101-751-930.000	Repairs/Ma	BOB'S ROOFING CO. INC. Wind Damage - Fifth Ave Beachh	37178	56875	11/26/2012	116.19
101-751-930.000	Repairs/Ma	AUTO VALUE \ BTB PARTS STORES Swivel Jack, return Tongue Jac	37176	256-803959	12/30/2012	-24.20
101-751-930.000	Repairs/Ma	PNC BANK Credit Card Charges	37234	Nov 12	12/24/2012	499.50
101-751-930.000	Repairs/Ma	PNC BANK Credit Card Charges	37234	Nov 12	12/24/2012	61.94
101-751-957.000	Motor Pool	CITY OF MANISTEE COMMON ACCT Equipment Rental - Motor Pool	37184		12/01/2012	3,083.33
					Total PARKS & RECREATION	6,377.62
					Fund Total	68,657.59
Fund: MAJOR STREET FUND						
Dept:						
202-000-935.000	TrafficSer	TOP LINE ELECTRIC LLC Repair Light by Marina	37243	3863	11/27/2012	83.25
202-000-936.000	PreservSts	CITY OF MANISTEE GENERAL FUND Major & Local Street Reimburse	37185		12/01/2012	8,750.00
202-000-936.000	PreservSts	ABONMARCHE CONSULTANTS, INC. Maple St Drainage Improvements	37169	105542	11/25/2012	3,681.50
202-000-936.000	PreservSts	ABONMARCHE CONSULTANTS, INC. Maple St Drainage Improvements	37169	105674	12/27/2012	655.17
202-000-937.000	Routine Ma	ABONMARCHE CONSULTANTS, INC. Maple St Bridge Electrical Upg	37169	105684	12/28/2012	1,507.00
202-000-938.000	Winter Mai	CITY OF MANISTEE GENERAL FUND Major & Local Street Reimburse	37185		12/01/2012	8,083.33
					Total	22,760.25
					Fund Total	22,760.25
Fund: LOCAL STREET FUND						
Dept:						
203-000-936.000	PreservSts	CITY OF MANISTEE GENERAL FUND Major & Local Street Reimburse	37185		12/01/2012	3,750.00
203-000-938.000	Winter Mai	CITY OF MANISTEE GENERAL FUND Major & Local Street Reimburse	37185		12/01/2012	2,666.67
					Total	6,416.67
					Fund Total	6,416.67
Fund: CITY REFUSE FUND						
Dept:						
226-000-826.000	Res Cntrct	ALLIED WASTE SERVICES #239 Residential, Recycling	37174	0239-001656207	12/30/2012	25,606.18
226-000-827.000	Muncpl Rfs	ALLIED WASTE SERVICES #239 DPW, Fire	37174	0239-001651222	12/30/2012	280.00
226-000-829.001	Yard Waste	ALLIED WASTE SERVICES #239 Residential, Recycling	37174	0239-001656207	12/30/2012	3,611.00



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Fund: RAMSDELL THEATRE								
Dept:								
		296-000-728.000	OperSupp	KERRY SCHUBACH Ramsdell - Site Manager &	37238		12/01/2012	90.00
		296-000-728.000	OperSupp	KERRY SCHUBACH Ramsdell - Site Manager &	37238	FLEWELLER WDG/OPERA/WHITE CHRI	12/02/2012	40.00
		296-000-728.000	OperSupp	PNC BANK Credit Card Charges	37234		12/24/2012	295.30
		296-000-751.000	Concession	ASHLEY PEDDIE Ramsdell - Concessions	37231		11/30/2012	30.00
		296-000-751.000	Concession	KERRY SCHUBACH Ramsdell - Site Manager &	37238	FLEWELLER WDG/OPERA/WHITE CHRI	12/01/2012	50.00
		296-000-751.000	Concession	KERRY SCHUBACH Ramsdell - Site Manager &	37238		12/02/2012	10.00
		296-000-801.000	Pro.Serv.	SEAMUS SHINNERS Ramsdell Theatre - Presenter	37167		11/28/2012	1,000.00
		296-000-801.000	Pro.Serv.	SHELLY ANNETTE JURCEVIC Ramsdell - Lessons	37208	November 12	11/21/2012	480.00
		296-000-831.000	Con.Repair	PERSONAL PLUMBING INC Ramsdell - Kiln Room Project	37232	121109-14	11/09/2012	1,756.08
		296-000-920.000	Gas	DTE ENERGY Gas Usage - 101 Maple St	37194		01/05/2013	2,440.63
		296-000-922.000	Water	CITY OF MANISTEE WATER & Water Usage	37187		11/26/2012	26.09
		296-000-925.000	Electric	CONSUMERS ENERGY Electric Usage	37189		12/25/2012	986.95
		296-000-930.000	Repairs/Ma	TOP LINE ELECTRIC LLC Ramsdell - New LED Lamps &	37243	3865	11/27/2012	2,239.92
		296-000-930.000	Repairs/Ma	PNC BANK Credit Card Charges	37234		12/24/2012	153.69
		296-000-970.000	Cap.Outlay	FOSTER COATING CONCEPTS Ramsdell Theatre - Epoxy Coat	37168		12/07/2012	1,730.00
		296-000-970.000	Cap.Outlay	PNC BANK Credit Card Charges	37234	Nov 12	12/24/2012	396.00
		296-000-970.000	Cap.Outlay	PNC BANK Credit Card Charges	37234	Nov 12	12/24/2012	319.00
								-----
Total								12,348.66
								-----
Fund Total								12,348.66
Fund: BOAT RAMP FUND								
Dept:								
		508-000-925.000	Electric	CONSUMERS ENERGY Electric Usage	37189		12/25/2012	113.66
								-----
Total								113.66
								-----
Fund Total								113.66
Fund: WATER & SEWER UTILITY								
Dept: ADMINISTRATION								
		573-541-712.012	Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC Flex/HRA Admin - Dec 2012	37173	6455	12/31/2012	6.95
		573-541-728.000	OperSupp	MISS DIG SYSTEM, INC. Annual Membership 2013	37222	20130441	12/21/2012	402.28
		573-541-820.000	admin	CITY OF MANISTEE GENERAL FUND Administration - Water	37185		12/01/2012	23,083.33
								-----
Total ADMINISTRATION								23,492.56
Dept: WATER OPERATION								
		573-542-712.012	Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC Flex/HRA Admin - Dec 2012	37173	6455	12/31/2012	13.90
		573-542-745.000	Chemicals	WEBB CHEMICAL SERVICE CORP. Sodium Hypochlorite, Hydrofluo	37248	387767	11/04/2012	1,436.50
		573-542-745.000	Chemicals	WEBB CHEMICAL SERVICE CORP. Sodium Hypochlorite, Hydrofluo	37248	387766	11/04/2012	4,850.00
		573-542-745.000	Chemicals	WEBB CHEMICAL SERVICE CORP. Container Refund	37248	103495	11/07/2012	-840.00
		573-542-770.000	Vehicle Ga	BLARNEY CASTLE FLEET PROGRAM Monthly Fuel Usage	37177	BC177 - 12/06/12	12/20/2012	549.72
		573-542-925.000	Electric	CONSUMERS ENERGY Electric Usage	37189		12/25/2012	383.18

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			Abbrev	Invoice Description	Number	Number	Date	
Fund: WATER & SEWER UTILITY								
Dept: WATER OPERATION								
		573-542-930.000	Repairs/Ma	WAHR HARDWARE, INC. Steel Cplg	37247	99110	12/27/2012	5.59
		573-542-957.000	Motor Pool	CITY OF MANISTEE COMMON ACCT Equipment Rental - Motor Pool	37184		12/01/2012	2,916.67
		573-542-970.000	Cap.Outlay	TOP LINE ELECTRIC LLC City Garage Generator	37243	3674	11/27/2012	8,300.00
		573-542-970.000	Cap.Outlay	ABONMARCHE CONSULTANTS, INC. Engineer of Record - Joslin Co	37169	105695	12/28/2012	1,360.00
								18,975.56
Total WATER OPERATION								
Dept: SEWER - WWTP								
		573-543-712.012	Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC Flex/HRA Admin - Dec 2012	37173	6455	12/31/2012	20.85
		573-543-715.000	Cleaning	MODEL COVERALL SERVICE, INC. Uniform Cleaning - WWTP	37223	0304151	12/19/2012	36.80
		573-543-728.000	OperSupp	COMMUNICRAFT LTD. Shipping - WWTP	37188	28139	12/03/2012	18.13
		573-543-728.000	OperSupp	ALLIED WASTE SERVICES #239 2 yd Front Laod - 53 9th St	37174	0239-001631428	11/30/2012	195.66
		573-543-728.000	OperSupp	ABSOLUTE SAFETY, INC. Safety Training - OSHA Record	37170	WWTP161112	12/16/2012	207.33
		573-543-728.000	OperSupp	JACKPINE BUSINESS CENTERS Copy Paper	37206	342255-0	12/26/2012	14.76
		573-543-770.000	Vehicle Ga	BLARNEY CASTLE FLEET PROGRAM Monthly Fuel Usage	37177	BC177 - 12/06/12	12/20/2012	381.31
		573-543-824.000	Lab Test	KAR LABORATORIES, INC. Mercury Analysis	37209	128041	12/26/2012	275.00
		573-543-824.000	Lab Test	DOUGLAS HILL Microscopic Examination	37204	373	11/18/2012	100.00
		573-543-925.000	Electric	CONSUMERS ENERGY Electric Usage	37189		12/25/2012	1,171.07
		573-543-930.000	Repairs/Ma	FASTENAL COMPANY Batteries	37197	MIMAN94536	12/13/2012	13.99
		573-543-930.000	Repairs/Ma	NAPA AUTO PARTS 1 4 Dr 6pt Skt 5 16	37226	155847	11/17/2012	2.69
		573-543-930.000	Repairs/Ma	AUTO VALUE \ BTB PARTS STORES Cap Screw	37176	256-803531	12/25/2012	4.39
		573-543-930.000	Repairs/Ma	AUTO VALUE \ BTB PARTS STORES Gear Oil 80W90	37176	256-803573	12/26/2012	36.93
		573-543-957.000	Motor Pool	CITY OF MANISTEE COMMON ACCT Equipment Rental - Motor Pool	37184		12/01/2012	2,916.67
		573-543-970.000	Cap.Outlay	ABSOLUTE SAFETY, INC. Single Point Hydrogen Sulfide	37170	WWTP161112A	12/16/2012	5,305.00
								10,700.58
Total SEWER - WWTP								
Dept: SEWER COLLECTION (STREETS)								
		573-544-712.012	Costs-HRA	ADVANCED BENEFIT SOLUTIONS INC Flex/HRA Admin - Dec 2012	37173	6455	12/31/2012	13.90
		573-544-715.000	Cleaning	MODEL COVERALL SERVICE, INC. Uniform Cleaning - Str Sewers	37223	0307611	01/02/2013	18.40
		573-544-801.000	Pro.Serv.	ABONMARCHE CONSULTANTS, INC. Storm Damage Litigation	37169	105672	12/27/2012	202.50
		573-544-930.000	Repairs/Ma	FASTENAL COMPANY Gloves	37197	MIMAN94552	12/14/2012	24.25
		573-544-957.000	Motor Pool	CITY OF MANISTEE COMMON ACCT Equipment Rental - Motor Pool	37184		12/01/2012	2,916.67
								3,175.72
Total SEWER COLLECTION (STREETS)								
								56,344.42
Fund Total								
Fund: MARINA FUND								
Dept:								
		594-000-728.000	OperSupp	CHARTER COMMUNICATIONS INC. Monthly Service - Marina	37180	#8245 12 209 0099730 - Dec 12	11/18/2012	59.37
		594-000-728.000	OperSupp	PNC BANK Credit Card Charges	37234	Nov 12	12/24/2012	300.00
		594-000-920.000	Gas	DTE ENERGY Gas Usage - 460 River St	37194		12/30/2012	120.67
		594-000-925.000	Electric	CONSUMERS ENERGY Electric Usage	37189		12/25/2012	1,033.89

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Fund Department Account	GL Number Abbrev	Vendor Name Invoice Description	Check Number	Invoice Number	Due Date	Amount
Fund: MARINA FUND						
Dept:						
Total						1,513.93
Fund Total						1,513.93
Fund: CURRENT TAX COLLECTION						
Dept:						
703-000-215.000	Due DDA	DOWNTOWN DEVELOPMENT Summer Tax Distribution	37193		01/09/2013	1,532.81
703-000-221.000	Due City	CITY OF MANISTEE Summer Tax Distribution - Ops	37182		12/10/2012	15,994.04
703-000-221.001	Due Refuse	CITY OF MANISTEE REFUSE FUND Summer Tax Distribution	37186		01/09/2013	1,054.28
703-000-221.002	Due Admin	CITY OF MANISTEE Summer Tax Distribution - Adm	37182		12/10/2012	337.17
703-000-221.003	Due Pe\In	CITY OF MANISTEE Summer Tax Distribution - Pen	37182		12/10/2012	1,343.71
703-000-222.000	Due County	MANISTEE COUNTY TREASURER Summer Tax Distribution - Ops	37216		12/10/2012	5,248.91
703-000-228.000	Due State	MANISTEE COUNTY TREASURER Summer Tax Distribution - SET	37216		12/10/2012	6,127.82
703-000-234.000	Due ISD	MANISTEE INTERMEDIATE SCHOOL Summer Tax Distribution	37218		01/09/2013	2,239.00
703-000-235.000	Due WSCC	WEST SHORE COMMUNITY COLLEGE Summer Tax Distribution	37250		01/09/2013	2,830.19
Total						36,707.93
Fund Total						36,707.93
Grand Total						300,005.64

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			Abbrev	Invoice Description	Number	Number	Date	
Fund: GENERAL FUND								
Dept: GENERAL								
		101-100-855.000	Cell Phone	AT&T MOBILITY Monthly Service, new equip	37256	837869502X11282012	12/28/2012	1,064.83
		101-100-901.000	Postage	EASYPERMIT POSTAGE Postage	37268	#8000-9090-0723-7170 - Dec 12	12/09/2012	3,092.83
								-----
Total GENERAL								4,157.66
Dept: MANAGER								
		101-172-728.000	OperSupp	OLESON'S FOOD STORES Soda, Butter Spray, Coffee	37302	#0898 - 12/19/12	01/18/2013	22.79
		101-172-985.000	Lease Pur.	US BANK EQUIPMENT FINANCE Kyocera Copier Lease - Finance	37316	218118222	12/17/2012	62.95
								-----
Total MANAGER								85.74
Dept: CLERK								
		101-215-728.000	OperSupp	JACKPINE BUSINESS CENTERS Certificates, Monthly Planner,	37280	343583-0	01/17/2013	29.86
		101-215-728.000	OperSupp	MANISTEE ACE HARDWARE Filters, Humdfr Treatment, Han	37252	106292	01/11/2013	19.22
		101-215-728.000	OperSupp	JACKPINE BUSINESS CENTERS HP 29X Printer Toner	37280	343583-1	01/18/2013	184.99
		101-215-728.000	OperSupp	JACKPINE BUSINESS CENTERS Tape Dispenser	37280	343780-0	01/18/2013	3.69
		101-215-870.000	Membership	MICHIGAN MUNICIPAL TREASURER'S Membership - M. Wright	37295	2013	01/17/2013	50.00
		101-215-900.000	PrintPub	JACKPINE BUSINESS CENTERS Envelopes, Letterhead	37280	31039	01/18/2013	336.34
		101-215-985.000	Lease Pur.	PITNEY BOWES Mailing System Rental	37304	4488375-DC12	01/12/2013	735.00
								-----
Total CLERK								1,359.10
Dept: FINANCE / TREASURER								
		101-253-870.000	Membership	MICHIGAN MUNICIPAL TREASURER'S Membership - E. Bradford	37295	2013.	01/16/2013	50.00
								-----
Total FINANCE / TREASURER								50.00
Dept: MUNICIPAL BUILDINGS								
		101-265-728.000	OperSupp	TOP LINE ELECTRIC LLC Bulbs for Council Chambers	37314	3892	12/07/2012	82.82
		101-265-728.000	OperSupp	PURE WATER WORKS Purified Water	37305	235075	01/12/2013	28.00
		101-265-831.000	Con.Repair	TOP LINE ELECTRIC LLC Repair Flag Pole Light	37314	3933	12/18/2012	474.64
		101-265-920.446	Gas - Brid	DTE ENERGY Gas Usage - 51 Maple St	37266		01/06/2013	165.98
								-----
Total MUNICIPAL BUILDINGS								751.44
Dept: POLICE								
		101-301-728.000	OperSupp	JACKPINE BUSINESS CENTERS CD-RW Disc	37280	343231-0	01/10/2013	29.99
		101-301-985.000	Lease Pur.	US BANK EQUIPMENT FINANCE Kyocera Copier Lease - Finance	37316	218118222	12/17/2012	62.95
								-----
Total POLICE								92.94
Dept: FIRE								
		101-336-728.000	OperSupp	CHIEF SUPPLY \ LAW ENFORCEMENT Ultimate Gear Bag	37260	158733	01/04/2013	50.48
		101-336-728.000	OperSupp	GRAND TRAVERSE RUBBER SUPPLY Hose Inspection, Repair	37275	513317	01/02/2013	144.52
		101-336-728.000	OperSupp	AT&T MOBILITY Monthly Service, new equip	37256	837869502X11282012	12/28/2012	199.99
		101-336-831.000	Con.Repair	KOPY SALES INC. Cost Per Copy, UPS - Fire	37285	86269	12/13/2012	22.61
		101-336-874.000	Blue Cross	JO L ARNOLD In Lieu of Blue Cross Insuranc	37255		12/25/2012	250.00
		101-336-874.000	Blue Cross	DANIEL J JANOWIAK In Lieu of Blue Cross Insuranc	37281		12/25/2012	250.00
		101-336-874.000	Blue Cross	MARK A MODJESKI In Lieu of Blue Cross Insuranc	37299		12/25/2012	250.00
		101-336-874.000	Blue Cross	SID SCRIMGGER In Lieu of Blue Cross Insuranc	37308		12/25/2012	250.00

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Account	Account	Abbrev	Invoice Description	Number	Number	Date	
Fund: GENERAL FUND							
Dept: FIRE							
101-336-874.000	Blue Cross	TIMM H SMITH		37309		12/25/2012	250.00
		In Lieu of Blue Cross Insuranc					
101-336-874.000	Blue Cross	JERRY J TABACZKA		37313		12/25/2012	250.00
		In Lieu of Blue Cross Insuranc					
101-336-930.000	Repairs/Ma	MANISTEE FORD-MERCURY, INC.		37291		01/17/2013	648.22
		Bra Kit, Rotor Asy, Joint Asy,			77635		
							2,565.82
					Total FIRE		
Dept: PUBLIC WORKS							
101-441-715.000	Cleaning	MODEL COVERALL SERVICE, INC.		37297		01/09/2013	28.01
		Uniform Cleaning - DPW			0309385		
101-441-715.000	Cleaning	MODEL COVERALL SERVICE, INC.		37297		01/16/2013	28.01
		Uniform Cleaning - DPW			0311104		
101-441-728.000	OperSupp	MODEL FIRST AID, SAFETY &		37298		12/07/2012	7.50
		Cabinet Supplies			00000102800		
101-441-728.000	OperSupp	LEXIS NEXIS OCCUPATIONAL		37286		11/30/2012	55.50
		Clinic Collection			782535		
101-441-930.000	Repairs/Ma	WAHR HARDWARE, INC.		37317		01/10/2013	20.07
		4" Foam, Mop & Glo, Cleaner, B			99693		
101-441-930.000	Repairs/Ma	WAHR HARDWARE, INC.		37317		01/13/2013	96.87
		Floor Paint, Vac Kit			99808		
101-441-930.000	Repairs/Ma	AUTO VALUE \ BTB PARTS STORES		37257		01/12/2013	11.71
		Junction Box			256-805029		
101-441-930.000	Repairs/Ma	BRIAN'S AUTO PARTS, INC.		37258		12/13/2012	341.32
		Cutting Edge			043562		
101-441-930.000	Repairs/Ma	TED FESTERLING LLC		37271		12/07/2012	962.00
		EV Sander Chain			2826		
101-441-930.000	Repairs/Ma	WAHR HARDWARE, INC.		37317		12/08/2012	11.98
		Battery			98507		
101-441-930.000	Repairs/Ma	WAHR HARDWARE, INC.		37317		12/08/2012	4.22
		1" Thred Coupl PVC, El Insrt,			98540		
101-441-930.000	Repairs/Ma	MANISTEE ACE HARDWARE		37252		12/01/2012	7.99
		Brush Wheel Tampico 21"			104756		
101-441-930.000	Repairs/Ma	JACKPINE BUSINESS CENTERS		37280		01/18/2013	251.90
		Pine Sol, Towels, Bathroom Tis			343581-2		
101-441-930.000	Repairs/Ma	JACKPINE BUSINESS CENTERS		37280		01/17/2013	89.99
		Simple Green			343581-1		
101-441-930.000	Repairs/Ma	NAPA AUTO PARTS		37300		12/19/2012	11.43
		Clamp			157333		
101-441-955.000	Christmas	NAPA AUTO PARTS		37300		12/12/2012	49.86
		Tape			157041		
101-441-955.000	Christmas	WAHR HARDWARE, INC.		37317		01/12/2013	11.39
		Plugin Indoor Timer			99770		
101-441-955.000	Christmas	MANISTEE CRANE SERVICE		37290		11/21/2012	1,955.00
		Set Christmas Trees			MCS-K 1080		
							3,944.75
					Total PUBLIC WORKS		
Dept: PARKS & RECREATION							
101-751-728.000	OperSupp	MODEL FIRST AID, SAFETY &		37298		12/07/2012	19.19
		Cabinet Supplies			00000102800		
101-751-728.000	OperSupp	FASTENAL COMPANY		37270		01/10/2013	85.98
		Toilet Paper Dispenser			MIMAN94968		
101-751-728.000	OperSupp	FASTENAL COMPANY		37270		01/11/2013	71.27
		Bath Tissue			MIMAN94999		
101-751-728.000	OperSupp	WAHR HARDWARE, INC.		37317		12/01/2012	8.26
		Phone Cord			98245		
101-751-831.000	Con.Repair	TOP LINE ELECTRIC LLC		37314		12/18/2012	166.50
		Fifth Ave Beachhouse -			3935		
101-751-920.000	Gas	DTE ENERGY		37266		01/09/2013	99.72
		Gas Usage - 580 Maple St					
101-751-930.000	Repairs/Ma	AUTO VALUE \ BTB PARTS STORES		37257		01/10/2013	4.79
		RainX			256-804833		
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC.		37317		01/04/2013	12.68
		Pine Sol			99447		
101-751-930.000	Repairs/Ma	AUTO VALUE \ BTB PARTS STORES		37257		01/16/2013	145.67
		Oil Filter, Air Filter, Oil			256-805193		
101-751-930.000	Repairs/Ma	AUTO VALUE \ BTB PARTS STORES		37257		01/18/2013	4.84
		Oil Filter			256-805381		
101-751-930.000	Repairs/Ma	AUTO VALUE \ BTB PARTS STORES		37257		01/18/2013	23.88
		Motor Tune-Up, Stabilizer			256-805405		

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Fund: GENERAL FUND							
Dept: PARKS & RECREATION							
101-751-930.000	Repairs/Ma	AUTO VALUE \ BTB PARTS STORES	Oil Filter	37257	256-805403	01/18/2013	4.02
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC.	Duc Tape, Tarp	37317	98960	12/21/2012	22.29
101-751-930.000	Repairs/Ma	WAHR HARDWARE, INC.	Ice Scoop	37317	99168	12/28/2012	4.99
Total PARKS & RECREATION							674.08
Fund Total							13,681.53
Fund: EPA GRANT - PETROLEUM							
Dept:							
251-000-810.000	Engineer	EFTAXIADIS CONSULTING INC	Consulting - USEPA Petroleum	37269	CMBRA-1209P	11/16/2012	2,214.00
251-000-810.000	Engineer	EFTAXIADIS CONSULTING INC	Consulting - USEPA Petroleum	37269	CMBRA-1211P	01/13/2013	1,414.50
Total							3,628.50
Fund Total							3,628.50
Fund: EPA GRANT - HAZARDOUS							
Dept:							
252-000-810.000	Engineer	EFTAXIADIS CONSULTING INC	Consulting - USEPA Hazardous	37269	CMBRA-1209H	11/16/2012	2,132.00
252-000-810.000	Engineer	EFTAXIADIS CONSULTING INC	Consulting - USEPA Hazardous	37269	CMBRA-1211H	01/13/2013	3,280.00
Total							5,412.00
Fund Total							5,412.00
Fund: PEG COMMISSION							
Dept:							
290-000-728.000	OperSupp	KEITH R BROWN PHD	Reimburse - Smartphone,	37259	Dec 2012	12/18/2012	158.47
Total							158.47
Fund Total							158.47
Fund: RAMSDELL THEATRE							
Dept:							
296-000-728.000	OperSupp	KERRY SCHUBACH	Ramsdell - Site Manager	37307		12/18/2012	277.50
296-000-728.000	OperSupp	NICHOLAS NIESEN	Ramsdell - Basement Cleaning	37301	FESTIVAL OF TREES	12/14/2012	80.00
296-000-728.000	OperSupp	NICHOLAS NIESEN	Ramsdell - Basement Cleaning	37301		12/13/2012	40.00
296-000-728.000	OperSupp	JACKPINE BUSINESS CENTERS	Manistee.Com Lanyard	37280	339336-0	11/04/2012	5.94
296-000-751.000	Concession	ASHLEY PEDDIE	Ramsdell - Concessions	37303	WHITE CHRISTMAS #2	12/09/2012	77.50
296-000-751.000	Concession	CANDICE COYLE	Ramsdell - Concessions	37264	AIDA	12/15/2012	32.50
296-000-753.000	Performanc	METROPOLITAN OPERA ASSOC. INC.	Ramsdell - La Clemenza, Un	37294	HD3993	12/19/2012	1,190.00
296-000-801.000	Pro.Serv.	SOUND ENVIRONMENTS LLC	Ramsdell Lighting System	37310	8835	12/12/2012	225.00
296-000-801.000	Pro.Serv.	SHELLY ANNETTE JURCEVIC	Ramsdell - Lessons	37282	December 2012	12/13/2012	135.00
296-000-831.000	Con.Repair	MARK HANSEN	Ramsdell - Caretakers Room	37278		12/14/2012	514.15
296-000-831.000	Con.Repair	SCHINDLER ELEVATOR CORPORATION	Ramsdell -Elevator Safety Test	37306	7100234173	01/05/2013	995.00
296-000-970.000	Cap.Outlay	FOSTER COATING CONCEPTS LLC	Ramsdell - Epoxy Coating	37273	PMT #2	12/20/2012	1,730.00
296-000-970.000	Cap.Outlay	FISHBECK, THOMPSON, CARR &	Ramsdell Theatre HVAC Project	37272	MA10	01/10/2013	38,461.08

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			Abbrev	Invoice Description	Number	Number	Date	
Fund: RAMSDELL THEATRE								
Dept:								
						Total		43,763.67
							Fund Total	43,763.67
Fund: WATER & SEWER UTILITY								
Dept: ADMINISTRATION								
573-541-728.000	OperSupp	LORI HANSEN	37277	Office Cleaning			12/02/2012	75.00
573-541-728.000	OperSupp	LORI HANSEN	37277	Office Cleaning			11/17/2012	75.00
573-541-728.000	OperSupp	JACKPINE BUSINESS CENTERS	37280	HP Color LaserJet, Pine Sol,		343581-0	01/16/2013	485.96
573-541-728.000	OperSupp	JACKPINE BUSINESS CENTERS	37280	Pad, Bond Paper, Portfolio		343493-0	01/12/2013	29.75
573-541-728.000	OperSupp	MISS DIG SYSTEM, INC.	37296	Monthly Service, Orders		42401	12/30/2012	163.28
573-541-728.000	OperSupp	LORI HANSEN	37277	Office Cleaning			12/16/2012	75.00
573-541-831.000	Con.Repair	KOPY SALES INC.	37285	Cost Per Copy - Garage		86268	12/13/2012	38.46
						Total ADMINISTRATION		942.45
Dept: WATER OPERATION								
573-542-728.000	OperSupp	MODEL FIRST AID, SAFETY &	37298	Cabinet Supplies		00000102800	12/07/2012	101.44
573-542-728.000	OperSupp	HACH COMPANY	37276	Chlorine, Phosver, Fluoride		8063848	01/09/2013	1,817.03
573-542-728.000	OperSupp	WAHR HARDWARE, INC.	37317	Power Bit, Battery		98300	12/02/2012	11.50
573-542-728.000	OperSupp	AT&T MOBILITY	37256	Monthly Service, new equip		837869502X11282012	12/28/2012	199.99
573-542-801.000	Pro.Serv.	ABONMARCHE CONSULTANTS, INC.	37251	Water System General Plan		105675	12/27/2012	1,400.00
573-542-824.000	Lab Test	KENT COUNTY HEALTH DEPARTMENT	37283	Water Samples		EH113012-3921	01/06/2013	336.00
573-542-824.000	Lab Test	WAHR HARDWARE, INC.	37317	Freight		98486	12/07/2012	8.83
573-542-824.000	Lab Test	WAHR HARDWARE, INC.	37317	Freight		98749	12/14/2012	9.23
573-542-831.000	Con.Repair	WINDEMULLER ELECTRIC, INC.	37318	Network Repairs - Maywood Towe		139135	12/30/2012	1,500.00
573-542-925.000	Electric	CONSUMERS ENERGY	37263	Electric Usage			01/05/2013	4,697.14
573-542-925.000	Electric	CONSUMERS ENERGY	37263	Electric Usage			01/05/2013	407.06
573-542-930.000	Repairs/Ma	AUTO VALUE \ BTB PARTS STORES	37257	Hitch Pin & Clip		256-804246	01/03/2013	3.69
573-542-930.000	Repairs/Ma	WAHR HARDWARE, INC.	37317	Freight		98365	12/05/2012	9.18
573-542-930.000	Repairs/Ma	UNIQUE PAVING MATERIALS CORP	37315	UPM #2 Winter Cold Mix		224076	01/05/2013	3,102.43
573-542-970.000	Cap.Outlay	SWIDORSKI BROS. EXCAVATING LLC	37312	Joslin Cove - US-31 Water		2571	10/31/2012	3,010.00
						Total WATER OPERATION		16,613.52
Dept: SEWER - WWTP								
573-543-715.000	Cleaning	MODEL COVERALL SERVICE, INC.	37297	Uniform Cleaning - WWTP		0305881	12/26/2012	36.80
573-543-715.000	Cleaning	MODEL COVERALL SERVICE, INC.	37297	Uniform Cleaning - WWTP		0309382	01/09/2013	36.80
573-543-715.000	Cleaning	MODEL COVERALL SERVICE, INC.	37297	Uniform Cleaning - WWTP		0307609	01/02/2013	36.80
573-543-728.000	OperSupp	MODEL COVERALL SERVICE, INC.	37297	Uniform Cleaning - WWTP		0307609	01/02/2013	29.88
573-543-728.000	OperSupp	STATE OF MICHIGAN - MDEQ	37311	NPDES Annual Permit Fee		792137	12/01/2012	5,500.00
573-543-728.000	OperSupp	KOPY SALES INC.	37285	Canon Toner - WWTP		86343	12/15/2012	93.00
573-543-728.000	OperSupp	ALLIED WASTE SERVICES #239	37254	2 Yd Front Load - 53 9th St		0239-001651200	12/30/2012	140.66

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			Abbrev	Invoice Description	Number	Number	Date	
Fund: WATER & SEWER UTILITY								
Dept: SEWER - WWTP								
573-543-728.000			OperSupp	AT&T MOBILITY	37256		12/28/2012	199.99
				Monthly Service, new equip		837869502X11282012		
573-543-801.000			Pro.Serv.	FISHBECK, THOMPSON, CARR & WWTP Regulatory Assistance	37272	276028	01/02/2013	1,110.00
573-543-831.000			Con.Repair	ALLIED MECHANICAL SERVICES INC Preventive Maint - Nov 2012	37253	107649	11/27/2012	700.00
573-543-831.000			Con.Repair	ALLIED MECHANICAL SERVICES INC Misc Service, Replace Sensor	37253	107650	11/27/2012	534.36
573-543-831.000			Con.Repair	TOP LINE ELECTRIC LLC WWTP Gas Meters	37314	3910	12/11/2012	1,125.04
573-543-920.000			Gas	DTE ENERGY	37266		01/10/2013	2,024.10
573-543-925.000			Electric	Gas Usage - 15 9th St CONSUMERS ENERGY	37263		01/05/2013	7,815.03
573-543-930.000			Repairs/Ma	Electric Usage MANISTEE TIRE SERVICE	37292		12/27/2012	847.52
573-543-930.000			Repairs/Ma	Tires & Install - #113 WAHR HARDWARE, INC.	37317	139278	12/26/2012	3.42
573-543-930.000			Repairs/Ma	Bolts AUTO VALUE \ BTB PARTS STORES	37257	99074	12/31/2012	35.88
573-543-930.000			Repairs/Ma	Oil MANISTEE WELDING & PIPING	37293	256-804080	12/30/2012	60.00
573-543-930.000			Repairs/Ma	Shop Labor - Packing Gland MANISTEE WELDING & PIPING	37293	41361	12/29/2012	334.71
573-543-930.000			Repairs/Ma	Build Stainless Steel Hopper J.O. GALLOUP COMPANY	37279	41358	12/27/2012	3.03
573-543-930.000			Repairs/Ma	Non-Asb Ring Gskt GRAINGER	37274	1605739-00	12/28/2012	146.00
573-543-930.000			Repairs/Ma	Incandescent Light Bulb DUBRIC	37267	9006341623	12/30/2012	771.14
573-543-930.000			Repairs/Ma	Ring Set - Split TOP LINE ELECTRIC LLC	37314	00048043	11/28/2012	291.45
573-543-930.000			Repairs/Ma	Joslin Cove Lift Station Repai GRAINGER	37274	3876	01/05/2013	316.75
573-543-930.000			Repairs/Ma	UPS Backup System FASTENAL COMPANY	37270	9013781068	12/26/2012	9.37
573-543-930.000			Repairs/Ma	Tap Bolt, Flat Washer J.O. GALLOUP COMPANY	37279	MIMAN94688	01/02/2013	9.50
573-543-930.000			Repairs/Ma	Elbow, Union, Adapter Coupl J.O. GALLOUP COMPANY	37279	1609691-00	01/05/2013	6.11
573-543-930.000			Repairs/Ma	Epoxy Putty Rezolin KERR PUMP AND SUPPLY	37284	1612473-00	01/06/2013	567.33
				Packing Gland for Plunger Pump		INV146492		
								-----
						Total SEWER - WWTP		22,784.67
Dept: SEWER COLLECTION (STREETS)								
573-544-715.000			Cleaning	MODEL COVERALL SERVICE, INC. Uniform Cleaning - Str Sewers	37297	0309383	01/09/2013	18.40
573-544-715.000			Cleaning	MODEL COVERALL SERVICE, INC. Uniform Cleaning - Str Sewers	37297	0311102	01/16/2013	18.40
573-544-930.000			Repairs/Ma	MANISTEE TIRE SERVICE Tires - Comm Dismount/Mount	37292	139597	01/05/2013	1,153.56
573-544-930.000			Repairs/Ma	LINKE LUMBER COMPANY Water Stop Quickrete, Cement	37287	10176425	11/23/2012	46.65
573-544-970.000			Cap.Outlay	ABONMARCHE CONSULTANTS, INC. Sanitary Sewer Evaluation	37251	105685	12/28/2012	14,159.42
573-544-970.000			Cap.Outlay	ABONMARCHE CONSULTANTS, INC. Intercepto Sewer Cleaning	37251	105673	12/27/2012	1,450.00
								-----
						Total SEWER COLLECTION (STREETS)		16,846.43
								-----
						Fund Total		57,187.07
Fund: CURRENT TAX COLLECTION								
Dept:								
703-000-215.000			Due DDA	DOWNTOWN DEVELOPMENT Winter Tax Distribution	37265		01/19/2013	2,079.76
703-000-221.002			Due Admin	CITY OF MANISTEE Winter Tax Distribution - Adm	37261		12/20/2012	2,715.52
703-000-221.007			DueStImpDe	CITY OF MANISTEE COMMON ACCT Winter Tax Distribution	37262		12/20/2012	417.39

INVOICE APPROVAL LIST BY FUND  
12/20/12

Date: 12/20/2012  
Time: 1:54pm  
Page: 6

City of Manistee

Fund	Department	Account	GL Number	Vendor Name	Check	Invoice	Due	Amount
			Abbrev	Invoice Description	Number	Number	Date	
Fund: CURRENT TAX COLLECTION								
Dept:								
	703-000-222.000		Due County	MANISTEE COUNTY TREASURER Winter Tax Distribution	37289		12/20/2012	65,917.61
	703-000-225.002		MAPS Ops	MANISTEE AREA PUBLIC SCHOOLS Winter Tax Distribution - Ops	37288		01/19/2013	148,565.50
	703-000-225.003		MAPS Bond	MANISTEE AREA PUBLIC SCHOOLS Winter Tax Distribution - Debt	37288		01/19/2013	55,283.41
						Total		274,979.19
							Fund Total	274,979.19
							Grand Total	398,810.43



## Finance\Treasurer's Office

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**Memo to:** Mitch Deisch, City Manager *MD*  
**From:** Edward Bradford, CFO *EB*  
**Re:** Council Purchasing Policy CP-13  
**Date:** January 7, 2013

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On August 21, 2012, the Council Audit Committee met to review the Council Purchasing Policy.

Council had previously raised some areas of concern with the policy. The audit committee was charged with reviewing the policy and suggesting changes to address the areas of concern. Three areas were discussed and changes were proposed.

1. The first area was section IV(b) Request for Qualifications (RFQ). During the selection process for the engineer for the First Street beach pavilion, it was determined that two firms were substantially equally qualified, but the selection committee, as allowed by the purchasing policy, chose to recommend and have administration negotiate a contract with our current engineering firm without soliciting a proposal that includes the cost.

The revised language makes it clear that after a RFQ process, if two vendors are determined to have substantially equivalent qualifications, than a Request for Proposals (RFP) shall be issued to determine which vendor is more cost effective.

2. The second area was section V(d) Purchasing Thresholds. The concern was that the individual procuring goods or service could break down a large purchase into separate smaller purchases to circumvent the purchasing thresholds.

Language was added to prevent this from occurring.

3. The third area was VIII Vendors of Record. The concern was that a Vendor of Record agreement should not be open ended.

Language was added to ensure that the length of the agreement is specified in any vendor of record arrangement.



## PURCHASING POLICY

Adopted: Mar. 16, 1994 Amended: Aug. 15, 1995; Oct. 21, 1997; July 17, 2007; Aug. 19, 2008;  
Feb. 21, 2012, Jan. 15, 2013

**PURPOSE:** It is the general intent and purpose of this policy to assure that purchasing of goods and services for the City results in the most economical and/or advantageous procurement in accordance with sound purchasing principles. All purchases, regardless of size, shall be covered by this principle.

It is also the intent of this policy that the City will attempt to purchase goods and services from businesses located within the City limits when the price, quality, service and other relevant factors relating to the goods and services are comparable with out-of-town businesses.

### I. Budgetary Control

All purchases must be in accord with approved budgetary allocations and policies.

### II. Interpretation of Policy Provisions

It is recognized that on occasion, there may be a question as to the application of this policy to a particular purchasing situation or circumstance. In these cases, the affected Department Director shall consult with the City Manager or designee to determine the appropriate course of action.

### III. Internal Purchasing Procedures

The City Manager and Finance Director shall establish the necessary practices and procedures to ensure that the general intent and specific provisions of this policy are adhered to.

### IV. Purchasing Practices and Methodologies

This policy recognizes the need to use a variety of purchasing techniques in order to obtain the product or service that is in the best interest of the City. Depending on the situation, one or more of the following techniques may be used:

- a. A **General Purpose Purchase (GPP)** is a purchase arising in the normal course of day to day City operations. These purchases should be evaluated based on the price, quality, service, and other relevant factors. If the relevant purchasing threshold is met, quotes may be required, as specified in Section V(b).

b. A **Request for Qualifications** (RFQ) is a technique where service providers are solicited to provide detailed information about them. The purpose of the RFQ is to evaluate various service providers and determine which one(s) can best meet the City's needs. Following a RFQ process, the City would typically either negotiate a contract or solicit a Request for Proposal. **If after evaluating the RFQ, more than one Vendor is determined to have substantially equivalent qualifications, then an RFP shall be issued to choose between the identified Vendors.**

c. A **Request for Proposal** (RFP) is a technique where the City is interested in procuring a good or service, but has not developed detailed specifications for the item. This would be typically used in a situation where the City is procuring a professional service, has limited expertise in an area, is considering new technology or has already narrowed the list of prospective vendors.

d. A **Request for Bids** (RFB) is a technique whereby the City develops detailed specifications for a particular good or service and solicits sealed bids from vendors. Department Directors shall prepare plans and specifications which identify the goods or services desired in sufficient detail to permit the receipt of competitive bids. Notice of the availability of the bid documents shall be published in the official publication (as established in the City Council Guidelines) as a box ad in the classified section at least three times. In addition, copies of the bidding documents shall be mailed or sent electronically to a reasonable number of known vendors who provide this good or service. Sealed bids will be accepted until the date and time specified in the bid documents. Bids will then be publicly opened and read in the presence of at least two City officials; one of whom shall be either the City Manager or the City Clerk, or designee. A record of all bids received shall be kept by the City Clerk with the paid invoice.

e. A **State Bid** item (SB) is any good or service that has been specified and competitively bid by the State of Michigan through MI Deal or other similar programs.

A GPP or GPP with quotes is considered a "standard purchasing practice." An RFQ, RFP, RFB or SB is considered an "extended purchasing practice."

All RFQ's, RFP's and RFB's shall be reviewed by the City Manager or designee and provided to the City Clerk prior to circulation. All bid openings shall be scheduled with the Clerk's office in conjunction with preparing the bid documents.

When purchasing goods or services, the employee shall ensure the vendor is aware of the City's tax exempt status.

## V. Purchasing Thresholds

a. **Purchasing Goods or Services. \$2,000 or Less.** Department Directors and their designees are authorized to purchase goods and services with a value of \$2,000

or less exercising sound judgment in the best interest of the City. Such purchases will generally be made in the local market area.

b. **Purchasing Goods or Services \$2,001 to \$7,500.** Department Directors are authorized to purchase goods or services with a value between \$2,001 and \$7,500 based on quotes received from known vendors. At least three quotes must be solicited unless fewer known vendors supply the required goods or services. The quote deemed most advantageous to the City, considering price, quality, service, and other relevant factors will be accepted. While written quotes are generally required, it is recognized that verbal or telephone quotes are sometimes necessary. In that event, the verbal or telephone quotes shall be recorded in writing. All quotes received, whether written or recorded verbal, will be submitted to the Clerk's office and filed with the paid invoice.

c. **Purchasing Goods or Services More Than \$7,500.** Any acquisition anticipated by the City with an estimated value of \$7,500 or more shall be subject to an extended purchasing practice, unless otherwise addressed in this policy. The City Manager shall determine the preferred extended purchasing practice in consultation with the affected Department Director.

d. Goods and services being procured shall not be broken down into separate purchases to circumvent the intent of V(a) through V(c) above.

## **VI. Awarding of Bids and Contracts**

The City Manager shall award all purchases, bids and contracts with a value of \$7,501 to \$25,000. City Council shall award all purchases, bids and contracts which exceed \$25,000; and all Vendor of Record Agreements regardless of value.

The City reserves the right to accept any or all quotes or bids and/or waive any irregularity or defect if deemed to be in the best interest of the City.

## **VII. Emergency Purchases**

In case of an emergency which requires the immediate purchase of supplies or contractual services, the City Manager or designee shall be empowered to purchase on the open market, under the most advantageous arrangement, any necessary contractual services or supplies. Emergencies are generally, but not exclusively, limited to those situations that threaten the health, welfare, safety and well-being of the community. A full report of the circumstances of an emergency purchase shall be provided to the City Manager and the Finance Director or designee to be filed with the paid invoice. Purchases over \$25,000 shall be reported back to City Council.

## **VIII. Vendors of Record**

It is recognized that it can be advantageous to the City to enter into long-term, negotiated agreements with vendors to supply goods and services. The City Manager shall recommend to Council which goods or services should be procured in this fashion. A Vendor of Record (VOR) shall be chosen through an extended purchasing practice,

such as RFQ or RFP. All VOR agreements shall be reviewed by the City Attorney prior to consideration by Council. The VOR agreement shall specifically identify what goods and services will be provided, the length of the contract and when the City may go outside of the VOR agreement for these goods and services.

**IX. Exceptions to Purchasing Thresholds**

The following items and situations are exempt from the specific guidelines established under the purchasing thresholds. However, all exempt purchases are expected to comply with the general intent of the policy:

- Emergency purchases
- Purchases of goods & services as specified under a Vendor of Record agreement
- Utilities, including but not limited to, electricity, gas, phone, water, internet
- Insurance renewals
- Change orders, additions or extensions to existing contracts where the City Manager determines that such action is reasonably necessary to meet the intent of the contract to be performed, and the amount is within 10% of project or up to \$50,000, whichever is less.
- Vendor specific software or hardware maintenance agreements and additional modules on existing software
- Systems, including but not limited to items such as phones, water meters, AV equipment, election equipment, which have been previously selected can be added to, upgraded or repaired
- Goods or services only available through one known vendor may be exempt from this policy, upon consultation with the City Manager
- Intergovernmental contracts
- Gasoline & diesel fuel

**X. Federal Funds and Compliance with 40 CFR Part 31, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments**

The City on occasion receives Federal Grants, either directly or as a pass thru. 40CFR 31.36 addresses procurement standards and requires that the City follow these standards. Required standards not addressed elsewhere in the policy are incorporated below:

- a. An employee, officer or agent shall not engage in the award, selection and/or administration of a contract if the employee, any of the employee's family members or partners, or an organization which employs or is about to employ any of these persons, has a financial or other interest in the organization selected for the contract.

- b. An employee, officer or agent shall not solicit or accept gratuities, favors, or anything of monetary value from a contractor.
- c. Violation of (a) or (b) above will result in disciplinary action as determined by the City Manager.
- d. In a situation where procurements have the option of lease rather than purchase, the following shall be considered and documented:
  - The annual cost of ownership and use.
  - The residual value after purchase is complete.
- e. Records shall be maintained to document significant decisions and the history of the procurement, including the rationale for the procurement method used, basis for the contract type used, reasons for contractor selection or rejection and basis for the established price or cost.
- f. Price and/or cost analysis shall be completed and documented in the procurement files in connection with every procurement action.
- g. All contracts shall contain specific provisions where they apply including:
  - Notice of awarding agency requirements and regulations regarding reporting;
  - Access by the grantee, sub-grantee, federal grantor agency, Comptroller General of the United States, or any authorized representatives to any books, documents, or records pertinent to that specific contract;
  - Retention of all the required records for three years after final payment and all pending matters are closed

**XI. Applicability of Purchasing Policy to Other City Entities**

This policy shall be applicable to the City of Manistee Brownfield Redevelopment Authority and Ramsdell Governing Authority.

# Memo

**To:** Mitch Deisch, City Manager  
**From:** Jack R. Garber, DPW Director  
**cc:** City Council  
**Date:** January 7, 2013  
**Re:** Purchase 2013 Vactor



---

Mitch,

Currently the DPW's Sewer Maintenance vactor is a 2006 model. The vactor is used for sewer line, catch basin, and lift station cleaning, and on water department dig jobs. The vactor is used daily and on emergency calls. The vactor is at a lesser efficiency level and repairs are needed more frequently. The DPW Director and the sewer technicians tested three different machines, (Vac-On, Aquatech and Vactor), decision from all agreed that the Vactor "Model 2115" was in the best interest for the City of Manistee.

In the 2012 - 2013 Motor Pool budget the city has allocated \$35,700 per year for the purchase of a new vactor. The City will enter into a five year lease purchase option agreement with Doheny Supply Company. Total cost for new vactor is \$387,443.49 less trade-in of \$116,208.00 for a total unit cost of \$271,235.49. I have discussed this purchase with Mr. Bradford and he has stated that there are sufficient funds in the Motor Pool for the five year lease purchase of a 2013 Vactor from Jack Doheny Companies and advised Mr. Bradford to seek the most fiscally responsible financing for this purchase. Doheny Supply Company is under the Municipal State and the National Joint Power Alliance contract.



Finance\Treasurer's Office

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**Memo to:** Mitch Deisch, City Manager *MD*  
**From:** Edward Bradford, CFO *EB*  
**Re:** Financing for Water & Sewer Vacuum (Vactor) Maintenance Truck Purchase  
**Date:** January 7, 2013

---

Mitch,

Replacement of the vacuum maintenance truck for the water and sewer utility was budgeted in the current fiscal year. The budget contemplated spending \$35,700 this year (and for each of the following four years). Public Works Director Jack Garber has reviewed the various options for replacing this equipment and has recommended a Vactor unit from Jack Doheny Supplies Company.

Jack Doheny and PNC Bank have partnered to put together an exclusive lease purchase program. It is similar to the program that we have use in the past. The numbers work out as shown below:

Cost of NEW vactor	\$387,443	
Less: Buyback of OLD vactor	<u>(\$116,208)</u>	
Amount to be financed	\$271,235	
Annual Payment (five years)	\$26,705	
Interest rate	2.5%	
Guaranteed buyback\cost to purchase at end of five years		\$163,000

In essence, we have been doing a perpetual lease on this piece of equipment for the last decade. We turn the old piece of equipment in and get a new one every five years. If this lease is approved, a decision in five years will once again have to be made on how to proceed.

City Attorney has reviewed and approved the lease paperwork. I recommend proceeding.

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

*Bruce C. Gockerman\**  
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\_\_\_\_\_  
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January 24, 2013

PNC Equipment Finance, LLC.  
155 E Broad Street  
Columbus, OH 43215

Re: Master Equipment Lease-Purchase Agreement dated January 23, 2013,  
Lease Schedules thereto and related Escrow Agreement

Ladies and Gentlemen:

As counsel for City of Manistee ("*Lessee*"), I have examined the Master Equipment Lease-Purchase Agreement duly executed by Lessee and dated January 23, 2013 (the "*Master Lease*"), which has been incorporated by reference into Lease Schedule No. 170958000 dated January 23, 2013 (the "*Original Lease Schedule*"), each between Lessee and PNC Equipment Finance, LLC, as lessor ("*Lessor*"), the *Schedule A-1* attached to the Original Lease Schedule (the "*Original Payment Schedule*"), the Escrow Agreement dated January 23, 2013 (the "*Original Escrow Agreement*"), among Lessee, Lessor and the escrow agent therein identified, and the proceedings taken by the governing body of Lessee to authorize on behalf of Lessee the execution and delivery of the Master Lease, the Original Lease Schedule, the Original Payment Schedule, the Original Escrow Agreement and all additional lease schedules and related payment schedules and escrow agreements to be entered into pursuant to the Master Lease (each of which is herein referred to as an "*Additional Lease Schedule*") and to be executed and delivered by the same authorized officers on behalf of Lessee in substantially the same manner and in substantially the same form as the Original Lease Schedule. The Original Lease Schedule, which incorporates by reference the terms and conditions of the Master Lease, and the related Original Payment Schedule and Original Escrow Agreement are herein collectively referred to as the "*Lease*." Any Additional Lease Schedule, which incorporates by reference the terms and conditions of the Master Lease, and the related

payment schedule and escrow agreement are herein collectively referred to as an "*Additional Lease.*"

Based upon the foregoing examination and upon an examination of such other documents and matters of law as I have deemed necessary or appropriate, I am of the opinion that:

1. Lessee is duly organized and legally existing as a political subdivision, municipal corporation or similar public entity under the Constitution and laws of the State of Michigan with full power and authority to enter into, and perform its obligations under, the Lease and each Additional Lease.
2. The Lease and each Additional Lease have each been duly authorized and have been or, with respect to each Additional Lease, will be, duly executed and delivered by Lessee. Assuming due authorization, execution and delivery thereof by Lessor, the Lease constitutes, and each Additional Lease will constitute, the legal, valid and binding obligation of Lessee, enforceable against Lessee in accordance with their respective terms, except to the extent limited by State and federal law affecting creditor's remedies and by bankruptcy, reorganization, moratorium or other laws of general application relating to or affecting the enforcement of creditors' rights.
3. Lessee has complied with any applicable property acquisition laws and public bidding requirements in connection with the Lease, each Additional Lease and the transactions contemplated thereby.
4. To the best of my knowledge, there is no litigation or proceeding pending or threatened before any court, administrative agency or governmental body that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization, approval and execution of the Lease, any Additional Lease or any documents relating thereto; the appropriation of monies to make payments under the Lease or any Additional Lease; or the ability of Lessee otherwise to perform its obligations under the Lease or any Additional Lease and the transactions contemplated thereby.
5. The resolution adopted by Lessee's governing body authorizing the execution and delivery of the Master Lease, the Original Lease Schedule, the Original Escrow Agreement, the Additional Lease Schedules and certain other matters was adopted at a meeting that was held in compliance with all applicable laws relating to the holding of open and public meetings.
6. The entering into and performance of the Lease and each Additional Lease do not and will not violate any judgment, order, law or regulation applicable to Lessee or

result in any breach of, or constitute a default under, or result in the creation of any lien, charge, security interest or other encumbrance upon any assets of Lessee or on the Equipment or the Escrow Fund (as each such term is defined in the Master Lease) pursuant to any indenture, mortgage, deed of trust, bank loan or credit agreement or other instrument to which Lessee is a party or by which it or its assets may be bound.

7. The correct legal name of Lessee for purposes of the Uniform Commercial Code in effect in the State is the City of Manistee.
8. While the execution of Additional Leases is authorized within the documents I have reviewed, I have not reviewed any specific Additional Lease to ensure it conforms to the terms and conditions set forth in the Master Lease and related documents. Additional Leases are permitted and authorized pursuant to the documents reviewed, including the Resolution adopted by the City of Manistee, City Council, as long as the Additional Lease conforms to the requirements set forth in the Master Lease and related documents.

This opinion may be relied upon by purchasers and assignees of Lessor's interests in the Lease and each Additional Lease.

Very truly yours,

GOCKERMAN, WILSON, SAYLOR & HESSLIN, P.C.

George V. Saylor, III

GVS/af

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## MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT

Dated as of January 23, 2013

This Master Equipment Lease-Purchase Agreement (this "*Master Lease*") is made and entered into by and between PNC Equipment Finance, LLC ("*Lessor*") and the Lessee identified below ("*Lessee*").

Lessee: City of Manistee

### 1. LEASE OF EQUIPMENT.

Subject to the terms and conditions of this Master Lease, Lessor agrees to sell, transfer and lease to Lessee, and Lessee agrees to acquire, purchase and lease from Lessor, all Equipment described in each Schedule signed from time to time by Lessee and Lessor. Each Schedule signed and delivered by Lessor and Lessee pursuant to this Master Lease shall constitute a separate and independent lease and installment purchase of the Equipment therein described. This Master Lease is not a commitment by Lessor or Lessee to enter into any Lease not currently in existence, and nothing in this Master Lease shall be construed to impose any obligation upon Lessor or Lessee to enter into any proposed Lease, it being understood that whether Lessor or Lessee enter into any proposed Lease shall be a decision solely within their respective discretion.

### 2. CERTAIN DEFINITIONS.

All terms defined in the Lease are equally applicable to both the singular and plural form of such terms. (a) "*Lease*" means each Schedule and the terms and conditions of this Master Lease incorporated therein. (b) "*Lien*" means any security interest, lien, mortgage, pledge, encumbrance, judgment, execution, attachment, warrant, writ, levy, other judicial process or claim of any nature whatsoever by or of any person. (c) "*Equipment*" means the property described in each Schedule, together with all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto. (d) "*Escrow Agreement*" means the Escrow Agreement relating to a Schedule, dated the Commencement Date under such Schedule and substantially in the form attached to this Master Lease, among Lessor, Lessee and the escrow agent therein identified, with respect to the Escrow Fund established and to be administered thereunder. (e) "*Escrow Fund*" means the fund of that name established pursuant to an Escrow Agreement. (f) "*Schedule*" means each Lease Schedule (substantially in the form attached to this Master Lease) signed and delivered by Lessee and Lessor, together with all addenda, riders, attachments, certificates and exhibits thereto, as the same may from time to time be amended, modified or supplemented.

### 3. LEASE TERM.

The term of each Lease ("*Lease Term*") commences on, and interest accrues from, the date identified in the related Schedule as the Commencement Date and, unless earlier terminated as expressly provided in the Lease, continues until Lessee's payment and performance in full of all of Lessee's obligations under such Lease.

### 4. RENT PAYMENTS.

4.1. For each Lease, Lessee agrees to pay to Lessor the rent payments ("*Rent Payments*") in the amounts and on the dates set forth in the Schedule A-1 attached to the Schedule (a "*Payment Schedule*"). A portion of each Rent Payment is paid as and represents the payment of interest as set forth in the applicable Payment Schedule. Rent Payments under each Lease are payable out of the general and other funds of Lessee that are legally available

therefor ("*Legally Available Funds*") in U.S. dollars, without notice or demand, at the office of Lessor identified below (or such other place as Lessor may designate from time to time in writing).

4.2. EXCEPT AS SPECIFICALLY PROVIDED IN SECTION 6 HEREOF, LESSEE'S OBLIGATION TO PAY RENT PAYMENTS UNDER EACH LEASE SHALL BE ABSOLUTE AND UNCONDITIONAL IN ALL EVENTS AND SHALL NOT BE SUBJECT TO ANY SETOFF, DEFENSE, COUNTERCLAIM, ABATEMENT OR RECOUPMENT FOR ANY REASON WHATSOEVER, INCLUDING (WITHOUT LIMITATION) BY REASON OF EQUIPMENT FAILURE, DISPUTES WITH THE VENDOR(S) OR MANUFACTURER(S) OF THE EQUIPMENT OR LESSOR, ACCIDENT OR ANY UNFORESEEN CIRCUMSTANCES.

**4.3. Lessor and Lessee understand and intend that the obligation of Lessee to pay Rent Payments under each Lease shall constitute a current expense of Lessee and shall not in any way be construed to be a debt of Lessee in contravention of any applicable constitutional or statutory limitations or requirements concerning the creation of indebtedness by Lessee, nor shall anything contained in any Lease constitute a pledge of the full faith and credit or taxing power of Lessee.**

4.4. If Lessor receives any Rent Payment from Lessee after its due date, Lessee shall pay Lessor on demand from Legally Available Funds as a late charge five percent (5%) of such overdue amount, limited, however, to the maximum amount allowed by law.

5. ESCROW AGREEMENT; EQUIPMENT DELIVERY AND ACCEPTANCE; FUNDING CONDITIONS.

5.1. In order to provide financing to pay the costs to acquire and install the Equipment ("*Purchase Price*") as described in a Schedule, Lessor and Lessee hereby agree to execute and deliver an Escrow Agreement relating to such Schedule on the date on which the Funding Conditions for such Schedule are satisfied as provided in Section 5.2. If Lessee signs and delivers a Schedule and an Escrow Agreement and if all Funding Conditions have been satisfied in full, then Lessor will deposit or cause to be deposited into an Escrow Fund under the related Escrow Agreement an amount (which may include estimated investment earnings thereon) equal to the Purchase Price for the Equipment to be financed under the related Schedule.

5.2. Lessor shall have no obligation to deposit any Purchase Price into an Escrow Fund under the related Schedule unless all reasonable conditions established by Lessor ("*Funding Conditions*") have been satisfied, including, without limitation, the following: (a) Lessee has signed and delivered to Lessor the Schedule, its related Payment Schedule and the related Escrow Agreement; (b) no Event of Default or Non-Appropriation Event shall have occurred and be continuing under any Lease; (c) no material adverse change shall have occurred in the financial condition of Lessee or any Supplier; (d) the Equipment is reasonably satisfactory to Lessor and is free and clear of any Liens (except Lessor's Liens); (e) all representations of Lessee in the Lease remain true, accurate and complete; (f) the amount (if any) that Lessor may require in advance that Lessee apply to the payment of Equipment costs; and (g) Lessor has received all of the following documents, which shall be reasonably satisfactory, in form and substance, to Lessor: (1) evidence of insurance coverage or self-insurance required by the Lease; (2) an opinion of Lessee's counsel; (3) Uniform Commercial Code (UCC) financing statements with respect to the Equipment; (4) real property waivers as Lessor may deem necessary; (5) copies of resolutions by Lessee's governing body, duly authorizing the Lease and the Escrow Agreement and incumbency certificates for the person(s) who will sign the Lease and the Escrow Agreement; (6) such documents and certificates as Lessor may request relating to federal tax-exemption of interest payable under the Lease, including (without limitation) IRS Form 8038-G or 8038-GC and evidence of the adoption of a reimbursement resolution or other official action in the event that Lessee is to be reimbursed for expenditures that it has paid more than sixty days prior to the date on which the Funding Conditions are satisfied; and (7) such other documents and information previously identified by Lessor or otherwise reasonably requested by Lessor.

5.3. Lessee shall, at its sole expense, arrange for the transportation, delivery and installation of all Equipment to the location specified in the Schedule ("*Location*") by Equipment suppliers ("*Suppliers*") selected by Lessee. Lessee shall accept Equipment for purposes of the related Lease as soon as it has been delivered and is operational. Lessee shall evidence its acceptance of any Equipment by signing and delivering to Lessor a Certificate of Acceptance in the form and manner required by the applicable Escrow Agreement.

5.4. If a Non-Appropriation Event or an Event of Default occurs prior to Lessee's acceptance of all the Equipment under the related Schedule, the amount then on deposit in the Escrow Fund shall be applied to prepay the unpaid principal component of the Rent Payments in whole on the first business day of the month next succeeding the occurrence of either such Event plus accrued interest to the prepayment date; *provided, however*, that the amount to be prepaid by Lessee pursuant to this Section 5.4 shall first be paid from moneys in the related Escrow Fund and then from Legally Available Funds and other moneys available for such purpose as a result of the exercise by Lessor of its rights and remedies under the related Schedule. Any funds on deposit in the Escrow Fund on the prepayment date described in this Section 5.4 in excess of the unpaid principal component of the Rent Payments to be prepaid plus accrued interest thereon to the prepayment date shall be paid promptly to Lessee.

5.5. To the extent that Lessee has not accepted items of Equipment before the eighteen-month anniversary of the Commencement Date identified on the related Schedule, the amount then on deposit in the related Escrow Fund shall be applied to prepay the unpaid principal component of the Rent Payments in part, in inverse order of Rent Payments, on the first business day of the next month plus accrued interest to the prepayment date; *provided, however*, that the amount to be prepaid by Lessee pursuant to this Section 5.5 shall first be paid from moneys in the related Escrow Fund and then from Legally Available Funds. Notwithstanding any such partial prepayment, the related Schedule shall remain in full force and effect with respect to the portion of the Equipment accepted by Lessee during such eighteen-month period, and the portion of the principal component of Rent Payments remaining unpaid after such prepayment plus accrued interest thereon shall remain payable in accordance with the terms of the related Schedule. Upon Lessor's request, Lessee shall execute an amendment to the related Payment Schedule that reflects the change to the Rent Payments as a result of such partial prepayment.

## 6. TERMINATION UPON NON-APPROPRIATION EVENT.

6.1. For each Lease, Lessee represents and warrants that (a) it has appropriated and budgeted Legally Available Funds to make all Rent Payments required pursuant to such Lease for the remainder of the fiscal year in which the Lease Term commences; (b) it currently intends to make Rent Payments for the full Lease Term as scheduled on the applicable Payment Schedule so long as funds are appropriated for each succeeding fiscal year by its governing body; and (c) during the 10 fiscal years prior to the date of the applicable Lease, its governing body has not failed (for whatever reason) to appropriate amounts sufficient to pay its obligations that are subject to annual appropriation. Lessee reasonably believes that moneys in an amount sufficient to make all Rent Payments can and will lawfully be appropriated and made available therefor.

6.2. If Lessee's governing body fails to appropriate sufficient funds in any fiscal year for Rent Payments and other amounts to be paid under a Lease in the next succeeding fiscal year, then a "*Non-Appropriation Event*" shall have occurred. If a Non-Appropriation Event occurs, then: (a) Lessee shall give Lessor written notice at least 30 days prior to the end of the then current fiscal year of such Non-Appropriation Event and provide written evidence of such failure by Lessee's governing body; (b) on the Return Date, Lessee shall return to Lessor all, but not less than all, of the Equipment covered by the affected Lease, at Lessee's sole expense, in accordance with Section 21 hereof; and (c) the affected Lease shall terminate on the Return Date without penalty or expense to Lessee, *provided*, that Lessee shall pay all Rent Payments and other amounts payable under the affected Lease for which funds shall have been appropriated, and *provided further*, that Lessee shall pay month-to-month rent at the rate set forth in the affected Lease for each month or part thereof that Lessee fails to return the Equipment under

this Section 6.2. "Return Date" means the last day of the fiscal year for which appropriations were made for the Rent Payments due under a Lease.

7. NO WARRANTY BY LESSOR.

LESSEE ACQUIRES AND LEASES THE EQUIPMENT UNDER EACH LEASE "AS IS." LESSEE ACKNOWLEDGES THAT LESSOR DID NOT MANUFACTURE THE EQUIPMENT UNDER ANY LEASE. LESSOR DOES NOT REPRESENT THE MANUFACTURER, SUPPLIER, OWNER OR DEALER, AND LESSEE SELECTED THE EQUIPMENT BASED UPON LESSEE'S OWN JUDGMENT. LESSOR MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE OR AS TO THE EQUIPMENT'S VALUE, DESIGN, CONDITION, USE, CAPACITY OR DURABILITY. LESSEE AGREES THAT REGARDLESS OF CAUSE, LESSOR IS NOT RESPONSIBLE FOR, AND LESSEE WILL NOT MAKE ANY CLAIM AGAINST LESSOR FOR, ANY DAMAGES, WHETHER CONSEQUENTIAL, DIRECT, SPECIAL OR INDIRECT INCURRED BY LESSEE IN CONNECTION WITH THE EQUIPMENT UNDER ANY LEASE. NEITHER THE MANUFACTURER, SUPPLIER OR DEALER NOR ANY SALESPERSON, EMPLOYEE OR AGENT OF THE MANUFACTURER, SUPPLIER OR DEALER IS LESSOR'S AGENT OR HAS ANY AUTHORITY TO SPEAK FOR LESSOR OR TO BIND LESSOR IN ANY WAY. For and during the Lease Term under each Lease, Lessor assigns to Lessee any manufacturer's or Supplier's product warranties, express or implied, applicable to any Equipment and Lessor authorizes Lessee to obtain the customary services furnished in connection with such warranties at Lessee's sole expense. Lessee agrees that (a) all Equipment will have been purchased by Lessor in accordance with Lessee's specifications from Suppliers selected by Lessee, (b) Lessor is not a manufacturer or dealer of any Equipment and has no liability for the delivery or installation of any Equipment, (c) Lessor assumes no obligation with respect to any manufacturer's or Supplier's product warranties or guaranties, (d) no manufacturer or Supplier or any representative of said parties is an agent of Lessor and (e) any warranty, representation, guaranty or agreement made by any manufacturer or Supplier or any representative of said parties shall not be binding upon Lessor.

8. TITLE; SECURITY INTEREST.

8.1. Upon Lessee's acceptance of any Equipment under a Lease and in accordance with the related Escrow Agreement, title to such Equipment shall vest in Lessee, subject to Lessor's security interest therein and all of Lessor's other rights under such Lease including, without limitation, Sections 6, 20 and 21 hereof.

8.2. As collateral security for Lessee's obligations to pay all Rent Payments and all other amounts due and payable under each Lease and to perform and observe all covenants, agreements and conditions (direct or indirect, absolute or contingent, due or to become due or existing or hereafter arising) of Lessee under such Lease, Lessee hereby grants to Lessor a first priority, exclusive security interest in any and all of the Equipment (now existing or hereafter acquired) under each Lease, moneys and investments held from time to time the Escrow Fund under each Escrow Agreement and any and all proceeds of any of the foregoing. Lessee agrees to execute and deliver to Lessor all necessary documents to evidence and perfect such security interest, including, without limitation, Uniform Commercial Code (UCC) financing statements and any amendments thereto and certificates of title or certificates of origin (or applications thereof) noting Lessor's interest thereon.

9. PERSONAL PROPERTY.

All Equipment is and will remain personal property and will not be deemed to be affixed or attached to real estate or any building thereon.

10. MAINTENANCE AND OPERATION.

Lessee shall, at its sole expense: (a) repair and maintain all Equipment in good condition and working order, in accordance with manufacturer's instructions, and supply and install all replacement parts or other devices when required to so maintain the Equipment or when required by applicable law or regulation, which parts or devices shall automatically become part of the Equipment; (b) use and operate all Equipment solely for the purpose of performing one or more governmental functions of Lessee and in a careful manner in the normal course of its operations and only for the purposes for which it was designed in accordance with the manufacturer's warranty requirements; and (c) comply with all laws and regulations relating to the Equipment. If any Equipment is customarily covered by a maintenance agreement, Lessee will furnish Lessor with a maintenance agreement by a party reasonably satisfactory to Lessor. No maintenance or other service for any Equipment will be provided by Lessor. Lessee will not make any alterations, additions or improvements ("*Improvements*") to any Equipment without Lessor's prior written consent unless the Improvements may be readily removed without damage to the operation, value or utility of such Equipment, but any such Improvements not removed prior to the termination of the applicable Lease shall automatically become part of the Equipment.

11. LOCATION; INSPECTION.

Equipment will not be removed from, or if Equipment is rolling stock its permanent base will not be changed from, the Location without Lessor's prior written consent which will not be unreasonably withheld. Upon reasonable notice to Lessee, Lessor may enter the Location or elsewhere during normal business hours to inspect the Equipment.

12. LIENS, SUBLEASES AND TAXES.

12.1. Lessee shall keep all Equipment free and clear of all Liens except those Liens created under each Lease. Lessee shall not sublet or lend any Equipment or permit it to be used by anyone other than Lessee or Lessee's employees.

12.2. Lessee shall pay when due all Taxes that may now or hereafter be imposed upon: any Equipment or its ownership, leasing, rental, sale, purchase, possession or use; any Lease or Escrow Agreement; any Rent Payments or any other payments due under any Lease; or any Escrow Fund. If Lessee fails to pay such Taxes when due, Lessor shall have the right, but not the obligation, to pay such Taxes. If Lessor pays any such Taxes, then Lessee shall, upon demand, immediately reimburse Lessor therefor. "*Taxes*" means present and future taxes, levies, duties, assessments or other governmental charges that are not based on the net income of Lessor, whether they are assessed to or payable by Lessee or Lessor, including, without limitation (a) sales, use, excise, licensing, registration, titling, gross receipts, stamp and personal property taxes and (b) interest, penalties or fines on any of the foregoing.

13. RISK OF LOSS.

13.1. Lessee bears the entire risk of loss, theft, damage or destruction of any Equipment in whole or in part from any reason whatsoever ("*Casualty Loss*"). No Casualty Loss to any Equipment shall relieve Lessee from the obligation to make any Rent Payments or to perform any other obligation under any Lease. Proceeds of any insurance recovery will be applied to Lessee's obligations under this Section 13.

13.2. If a Casualty Loss occurs to any Equipment, Lessee shall immediately notify Lessor of the same and Lessee shall, unless otherwise directed by Lessor, immediately repair the same.

13.3. If Lessor determines that any item of Equipment has suffered a Casualty Loss beyond repair (“*Lost Equipment*”), then Lessee shall either: (a) immediately replace the Lost Equipment with similar equipment in good repair, condition and working order free and clear of any Liens (except Lessor’s Liens) and deliver to Lessor a purchase order, bill of sale or other evidence of sale to Lessee covering the replacement equipment, in which event such replacement equipment shall automatically be Equipment under the applicable Lease, or (b) on the next scheduled Rent Payment due date, pay Lessor (i) all amounts owed by Lessee under the applicable Lease, including the Rent Payment due on such date, plus (ii) an amount equal to the applicable Termination Value set forth in the Payment Schedule to the applicable Lease. If Lessee is making such payment with respect to less than all of the Equipment under a Lease, then Lessor will provide Lessee with the pro rata amount of the Termination Value to be paid by Lessee with respect to the Lost Equipment.

13.4. Lessee shall bear the risk of loss for, shall pay directly and shall defend against any and all claims, liabilities, proceedings, actions, expenses (including reasonable attorney’s fees), damages or losses arising under or related to any Equipment, including, but not limited to, the possession, ownership, lease, use or operation thereof. These obligations of Lessee shall survive any expiration or termination of any Lease. Lessee shall not bear the risk of loss of, nor pay for, any claims, liabilities, proceedings, actions, expenses (including attorney’s fees), damages or losses which arise directly from events occurring after any Equipment has been returned by Lessee to Lessor in accordance with the terms of the applicable Lease or which arise directly from the gross negligence or willful misconduct of Lessor.

#### 14. INSURANCE.

14.1. (a) Lessee at its sole expense shall at all times keep all Equipment insured against all risks of loss or damage from every cause whatsoever (including collision in the case of vehicles) for an amount not less than the Termination Value of the Equipment under each Lease. Lessor shall be named as lender loss payee with respect to all insurance covering damage to or loss of any Equipment, and the proceeds of any such insurance shall be payable to Lessor as loss payee to be applied as provided in Section 13.3. (b) The Total Amount Financed as set forth on the applicable Payment Schedule does not include the payment of any premium for any liability insurance coverage for bodily injury and/or property damage caused to others and no such insurance will be purchased by Lessor. (c) Lessee at its sole expense shall at all times carry public liability and property damage insurance in amounts reasonably satisfactory to Lessor protecting Lessee and Lessor from liabilities for injuries to persons and damage to property of others relating in any way to any Equipment. Lessor shall be named as additional insured with respect to all such public liability and property damage insurance, and the proceeds of any such insurance shall be payable first to Lessor as additional insured to the extent of its liability and then to Lessee.

14.2. All insurers shall be reasonably satisfactory to Lessor. Lessee shall promptly deliver to Lessor satisfactory evidence of required insurance coverage and all renewals and replacements thereof. Each insurance policy will require that the insurer give Lessor at least 30 days prior written notice of any cancellation of such policy and will require that Lessor’s interests remain insured regardless of any act, error, misrepresentation, omission or neglect of Lessee. The insurance maintained by Lessee shall be primary without any right of contribution from insurance which may be maintained by Lessor.

14.3. If Lessee is self-insured under an actuarially sound self-insurance program that is acceptable to Lessor with respect to equipment such as the Equipment under a Lease, Lessee shall maintain during the Lease Term of such Lease such actuarially sound self-insurance program and shall provide evidence thereof in form and substance satisfactory to Lessor.

15. PURCHASE OPTION.

Upon thirty (30) days' prior written notice by Lessee to Lessor, and so long as there is no Event of Default then existing, Lessee shall have the option to purchase all, but not less than all, of the Equipment subject to a Lease on any Rent Payment due date by paying to Lessor all Rent Payments then due (including accrued interest, if any) plus the Termination Value set forth on the Payment Schedule to the applicable Lease for such date. Upon satisfaction by Lessee of such purchase conditions, Lessor shall release its Lien on such Equipment and Lessee shall retain its title to such Equipment "AS-IS, WHERE-IS," without representation or warranty by Lessor, express or implied, except for a representation that such Equipment is free and clear of any Liens created by Lessor.

16. LESSEE'S REPRESENTATIONS AND WARRANTIES.

With respect to each Lease, the Equipment subject thereto and the related Escrow Agreement, Lessee hereby represents and warrants to Lessor that:

(a) Lessee has full power, authority and legal right to execute and deliver the Lease and the Escrow Agreement and to perform its obligations under the Lease and the Escrow Agreement, and all such actions have been duly authorized by appropriate findings and actions of Lessee's governing body;

(b) the Lease and the Escrow Agreement have each been duly authorized, executed and delivered by Lessee and each constitutes a legal, valid and binding obligation of Lessee, enforceable in accordance with their respective terms;

(c) the Lease and the Escrow Agreement are each authorized under, and the authorization, execution and delivery of the Lease and the Escrow Agreement comply with, all applicable federal, state and local laws and regulations (including, but not limited to, all open meeting, public bidding and property acquisition laws) and all applicable judgments and court orders;

(d) the execution, delivery and performance by Lessee of its obligations under the Lease and the Escrow Agreement will not result in a breach or violation of, nor constitute a default under, any agreement, lease or other instrument to which Lessee is a party or by which Lessee's properties may be bound or affected;

(e) there is no pending, or to the best of Lessee's knowledge threatened, litigation of any nature that may have a material adverse effect on Lessee's ability to perform its obligations under the Lease and the Escrow Agreement; and

(f) Lessee is a state, or a political subdivision thereof, within the meaning of Section 103 of the Internal Revenue Code of 1986 (the "Code") and will do or cause to be done all things necessary to preserve and keep in full force and effect its existence as such.

17. TAX COVENANTS.

Lessee hereby covenants and agrees that:

(a) The parties anticipate that Lessor can exclude the interest component of the Rent Payments under each Lease from federal gross income. Lessee covenants and agrees that it will (i) complete and timely file an information reporting return with the Internal Revenue Service ("IRS") in accordance with Section 149(e) of the Code; (ii) not permit the Equipment to be directly or indirectly used for a private business use within the meaning of Section 141 of the Code including, without limitation, use by private

persons or entities pursuant to contractual arrangements which do not satisfy IRS guidelines for permitted management contracts, as the same may be amended from time to time; (iii) invest and reinvest moneys on deposit in the Escrow Fund related to each Lease from time to time in a manner that will not cause such Lease to be classified as an "arbitrage bond" within the meaning of Section 148(a) of the Code; (iv) rebate an amount equal to excess earnings in any Escrow Fund to the federal government if required by, and in accordance with, Section 148(f) of the Code and make the determinations and maintain the records required by the Code; and (v) comply with all provisions and regulations applicable to establishing and maintaining the excludability of the interest component of the Rent Payments under each Lease from federal gross income pursuant to Section 103 of the Code.

(b) If Lessor either (i) receives notice, in any form, from the IRS; or (ii) reasonably determines, based on an opinion of independent tax counsel selected by Lessor and approved by Lessee, which approval Lessee shall not unreasonably withhold, that Lessor may not exclude the interest component of any Rent Payment under a Lease from federal gross income because Lessee breached a covenant contained herein, then Lessee shall pay to Lessor, within thirty (30) days after Lessor notifies Lessee of such determination, the amount which, with respect to Rent Payments previously paid and taking into account all penalties, fines, interest and additions to tax (including all federal, state and local taxes imposed on the interest component of all Rent Payments under such Lease due through the date of such event) that are imposed on Lessor as a result of the loss of the exclusion, will restore to Lessor the same after-tax yield on the transaction evidenced by this Lease (assuming tax at the highest marginal corporate tax rate) that it would have realized had the exclusion not been lost. Additionally, Lessee agrees that upon the occurrence of such an event, it shall pay additional rent to Lessor on each succeeding Rent Payment due date in such amount as will maintain such after-tax yield to Lessor. Lessor's determination of the amount necessary to maintain its after-tax yield as provided in this subsection (b) shall be conclusive (absent manifest error). Notwithstanding anything in a Lease to the contrary, any payment that Lessee is required to make pursuant to this subsection (b) shall be made only from Legally Available Funds.

## 18. ASSIGNMENT.

18.1. Lessee shall not sell, assign, transfer, pledge, hypothecate or grant any Lien on, nor otherwise dispose of, any Lease, any Equipment, any Escrow Agreement or any Escrow Fund or any interest in any thereof.

18.2. Lessor may assign its rights, title and interest in and to any Lease, any Equipment or any Escrow Agreement (including the Escrow Fund thereunder), and/or may grant or assign a security interest in any Lease, its Equipment or any Escrow Agreement (including the Escrow Fund thereunder), in whole or in part, to any party at any time and from time to time without Lessee's consent. Any such assignee or lien holder (an "Assignee") shall have all of the rights of Lessor under the applicable Lease and Escrow Agreement. LESSEE AGREES NOT TO ASSERT AGAINST ANY ASSIGNEE ANY CLAIMS, ABATEMENTS, SETOFFS, COUNTERCLAIMS, RECOUPMENT OR ANY OTHER SIMILAR DEFENSES WHICH LESSEE MAY HAVE AGAINST LESSOR. Unless otherwise agreed by Lessee in writing, any such assignment transaction shall not release Lessor from any of Lessor's obligations under the applicable Lease. An assignment or reassignment of any of Lessor's right, title or interest in a Lease, its Equipment or any Escrow Agreement (including the Escrow Fund thereunder) shall be enforceable against Lessee only after Lessee receives a written notice of assignment that discloses the name and address of each such Assignee. Lessee shall keep a complete and accurate record of all such assignments in the form necessary to comply with Section 149(a) of the Code. Lessee agrees to acknowledge in writing any such assignments if so requested.

18.3. Subject to the foregoing, each Lease inures to the benefit of and is binding upon the successors and assigns of the parties hereto.

19. EVENTS OF DEFAULT.

For each Lease, “*Event of Default*” means the occurrence of any one or more of the following events as they may relate to such Lease: (a) Lessee fails to make any Rent Payment (or any other payment) as it becomes due in accordance with the terms of the Lease, and any such failure continues for ten (10) days after the due date thereof; (b) Lessee fails to perform or observe any of its obligations under Section 12.1, 14 or 18.1 hereof; (c) Lessee fails to perform or observe any other covenant, condition or agreement to be performed or observed by it under the Lease and such failure is not cured within thirty (30) days after receipt of written notice thereof by Lessor; (d) any statement, representation or warranty made by Lessee in the Lease or in any writing delivered by Lessee pursuant thereto or in connection therewith proves at any time to have been false, misleading or erroneous in any material respect as of the time when made; (e) Lessee applies for or consents to the appointment of a receiver, trustee, conservator or liquidator of Lessee or of all or a substantial part of its assets, or a petition for relief is filed by Lessee under any federal or state bankruptcy, insolvency, moratorium or similar law; or (f) Lessee shall be in default under any other Lease or under any other financing agreement executed at any time with Lessor.

20. REMEDIES.

If any Event of Default occurs, then Lessor may, at its option, exercise any one or more of the following remedies:

(a) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all amounts then currently due under all Leases and all remaining Rent Payments due under all Leases during the fiscal year in effect when the default occurs together with accrued interest on such amounts at the respective rates provided in such Leases from the date of Lessor’s demand for such payment;

(b) Lessor may require Lessee to promptly return all Equipment to Lessor in the manner set forth in Section 21 (and Lessee agrees that it shall so return the Equipment), or Lessor may, at its option, enter upon the premises where any Equipment is located and repossess such Equipment without demand or notice, without any court order or other process of law and without liability for any damage occasioned by such repossession;

(c) Lessor may sell, lease or otherwise dispose of any Equipment, in whole or in part, in one or more public or private transactions, and if Lessor so disposes of any Equipment, then Lessor shall apply the entire proceeds of such disposition as follows: *first*, to pay costs that Lessor has incurred in connection with exercising its remedies; *second*, to payment of amounts that are payable by Lessee under clause (a) above; and *then* to payment of the Termination Value set forth in the applicable Payment Schedule for the last Rent Payment due date for the fiscal year in which the related default occurs; *provided, however*, that any disposition proceeds in excess of payment of all of the foregoing amounts shall be paid promptly by Lessor to Lessee;

(d) Lessor may terminate, cancel or rescind any Lease as to any and all Equipment;

(e) Lessor may exercise any other right, remedy or privilege that may be available to Lessor under applicable law or, by appropriate court action at law or in equity, Lessor may enforce any of Lessee’s obligations under any Lease or with respect to the Escrow Fund under the related Escrow Agreement; and/or

(f) Lessor may require Lessee to pay (and Lessee agrees that it shall pay) all out-of-pocket costs and expenses incurred by Lessor as a result (directly or indirectly) of the Event of Default and/or of Lessor’s actions under this Section, including, without limitation, any attorney fees and expenses and any

costs related to the repossession, safekeeping, storage, repair, reconditioning or disposition of any Equipment.

None of the above remedies is exclusive, but each is cumulative and in addition to any other remedy available to Lessor. Lessor's exercise of one or more remedies shall not preclude its exercise of any other remedy. No delay or failure on the part of Lessor to exercise any remedy under any Lease shall operate as a waiver thereof, nor as an acquiescence in any default, nor shall any single or partial exercise of any remedy preclude any other exercise thereof or the exercise of any other remedy.

21. RETURN OF EQUIPMENT.

If Lessor is entitled under the provisions of any Lease, including any termination thereof pursuant to Section 6 or 20 hereof, to obtain possession of any Equipment or if Lessee is obligated at any time to return any Equipment, then (a) title to the Equipment shall vest in Lessor immediately upon Lessor's notice thereof to Lessee, and (b) Lessee shall, at its sole expense and risk, immediately de-install, disassemble, pack, crate, insure and return the Equipment to Lessor (all in accordance with applicable industry standards) at any location in the continental United States selected by Lessor. Such Equipment shall be in the same condition as when received by Lessee (reasonable wear, tear and depreciation resulting from normal and proper use excepted), shall be in good operating order and maintenance as required by the applicable Lease, shall be free and clear of any Liens (except Lessor's Lien) and shall comply with all applicable laws and regulations. Until Equipment is returned as required above, all terms of the applicable Lease shall remain in full force and effect including, without limitation, obligations to pay Rent Payments and to insure the Equipment. Lessee agrees to execute and deliver to Lessor all documents reasonably requested by Lessor to evidence the transfer of legal and beneficial title to such Equipment to Lessor and to evidence the termination of Lessee's interest in such Equipment.

22. LAW GOVERNING; UCC ARTICLE 2A WAIVER.

(a) Each Lease shall be governed by the laws of the state in which Lessee is located (the "State").

(b) Lessee hereby willingly and knowingly waives any rights or remedies to which it may otherwise be entitled under Sections 508 through 522, inclusive, of Article 2A of the Uniform Commercial Code in effect in the State.

23. NOTICES.

All notices to be given under any Lease shall be made in writing and either personally delivered or mailed by certified mail to the other party at its address set forth herein or at such address as the party may provide in writing from time to time. Any such notices shall be deemed to have been received five (5) days subsequent to mailing if sent by regular or certified mail, or on the next business day if sent by overnight courier, or on the day of delivery if delivered personally.

24. FINANCIAL INFORMATION; INDEMNITY; POWER OF ATTORNEY.

24.1. Within thirty (30) days after their completion for each fiscal year of Lessee during any Lease Term, Lessee will deliver to Lessor upon Lessor's request the publicly available annual financial information of Lessee.

24.2. To the extent authorized by the laws of the State, Lessee shall indemnify, hold harmless and, if Lessor requests, defend Lessor and its shareholders, affiliates, employees, dealers and agents against all Claims directly or indirectly arising out of or connected with (a) the manufacture, installation, use, lease, possession or

delivery of the Equipment, (b) any defects in the Equipment or any wrongful act or omission of Lessee or its employees and agents, or (c) any claims of alleged breach by Lessee of any Lease, any Escrow Agreement or any related document. "Claims" means all losses, liabilities, damages, penalties, expenses (including attorney's fees and costs), claims, actions and suits, whether in contract, tort or otherwise. Notwithstanding anything in any Lease to the contrary, any indemnity amount payable by Lessee as provided in this Section 24.2 shall be payable solely from Legally Available Funds.

24.3. Lessee hereby appoints Lessor its true and lawful attorney-in-fact (with full power of substitution) to prepare any instrument, certificate of title or financing statement covering the Equipment or otherwise protecting Lessor's interest in the Equipment; and to make claims for, receive payment of and execute and endorse all documents, checks or drafts for loss, theft, damage or destruction to the Equipment under any insurance.

25. SECTION HEADINGS.

All section headings contained herein or in any Schedule are for convenience of reference only and do not define or limit the scope of any provision of any Lease.

26. EXECUTION IN COUNTERPARTS.

This Master Lease and each Lease may be executed in several counterparts, each of which shall be an original, but all of which shall constitute one and the same instrument; *provided, however*, that only Counterpart No. 1 of each Lease (including the terms and conditions of this Master Lease incorporated therein by reference) shall constitute chattel paper for purposes of the applicable Uniform Commercial Code.

27. ENTIRE AGREEMENT; WRITTEN AMENDMENTS.

Each Lease, Escrow Agreement and other documents or instruments executed by Lessee and Lessor in connection therewith constitute the entire agreement between the parties with respect to the lease and financing of the Equipment covered thereby, and such Lease shall not be modified, amended, altered or changed except with the written consent of Lessee and Lessor. Any provision of any Lease found to be prohibited by law shall be ineffective to the extent of such prohibition without invalidating the remainder of the Lease.

City of Manistee, *as Lessee*

PNC Equipment Finance, LLC, *as Lessor*

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
70 Maple Street  
Manistee, MI 49660

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
995 Dalton Avenue  
Cincinnati, OH 45203

## ESCROW AGREEMENT

THIS ESCROW AGREEMENT ("*Escrow Agreement*") is made as of January 23, 2013 by and among PNC Equipment Finance, LLC ("*Lessor*"), City of Manistee ("*Lessee*") and U.S. BANK NATIONAL ASSOCIATION, as escrow agent ("*Escrow Agent*").

Lessor and Lessee have heretofore entered into that certain Master Equipment Lease-Purchase Agreement dated as of January 23, 2013 (the "*Master Lease*") and a Lease Schedule 170958000 thereto dated January 23, 2013 (the "*Schedule*" and, together with the terms and conditions of the Master Lease incorporated therein, the "*Lease*"). The Lease contemplates that certain equipment described therein (the "*Equipment*") is to be acquired from the vendor(s) or manufacturer(s) thereof. After acceptance of the Equipment by Lessee, the Equipment is to be leased by Lessor to Lessee pursuant to the terms of the Lease.

The Lease further contemplates that Lessor will deposit an amount equal to the anticipated aggregate acquisition cost of the Equipment (the "*Purchase Price*"), being \$271,235.49, with Escrow Agent to be held in escrow and applied on the express terms set forth herein. Such deposit, together with all interest and other additions received with respect thereto (hereinafter the "*Escrow Fund*") is to be applied to pay the vendor(s) or manufacturer(s) of the Equipment (the "*Vendor*") its invoice cost (a portion of which may, if required, be paid prior to final acceptance of the Equipment by Lessee); and, if applicable, to reimburse Lessee for progress payments already made by it to the Vendor of the Equipment .

The parties desire to set forth the terms on which the Escrow Fund is to be created and to establish the rights and responsibilities of the parties hereto.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) in hand paid, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. (a) Escrow Agent hereby agrees to serve as escrow agent upon the terms and conditions set forth herein. (b) The moneys and investments held in the Escrow Fund are irrevocably held in trust for the benefit of Lessee and Lessor, and such moneys, together with any income or interest earned thereon, shall be expended only as provided in this Escrow Agreement, and shall not be subject to levy or attachment or lien by or for the benefit of any creditor of either Lessee or Lessor. Lessor, Lessee and Escrow Agent intend that the Escrow Fund constitute an escrow account in which Lessee has no legal or equitable right, title or interest until satisfaction in full of all conditions contained herein for the disbursement of funds by the Escrow Agent therefrom. However, if the parties' intention that Lessee shall have no legal or equitable right, title or interest until all conditions for disbursement are satisfied in full is not respected in any legal proceeding, the parties hereto intend that Lessor have a security interest in the Escrow Fund, and such security interest is hereby granted by Lessee to secure payment of all sums due to Lessor under the Lease. For such purpose, Escrow Agent hereby agrees to act as agent for Lessor in connection with the perfection of such security interest and

agrees to note, or cause to be noted, on all books and records relating to the Escrow Fund, the Lessor's interest therein.

2. On such day as is determined to the mutual satisfaction of the parties (the "*Closing Date*"), Lessor shall deposit with Escrow Agent cash in the amount of the Purchase Price, to be held in escrow by Escrow Agent on the express terms and conditions set forth herein.

On the Closing Date, Escrow Agent agrees to accept the deposit of the Purchase Price by Lessor, and further agrees to hold the amount so deposited together with all interest and other additions received with respect thereto, as the Escrow Fund hereunder, in escrow on the express terms and conditions set forth herein.

3. Escrow Agent shall at all times segregate the Escrow Fund into an account maintained for that express purpose, which shall be clearly identified on the books and records of Escrow Agent as being held in its capacity as Escrow Agent. Securities and other negotiable instruments comprising the Escrow Fund from time to time shall be held or registered in the name of Escrow Agent (or its nominee). The Escrow Fund shall not, to the extent permitted by applicable law, be subject to levy or attachment or lien by or for the benefit of any creditor of any of the parties hereto (except with respect to the security interest therein held by Lessor).

4. The cash comprising the Escrow Fund from time to time shall be invested and reinvested by Escrow Agent in one or more investments as directed by Lessee in Exhibit 1. Escrow Agent will use due diligence to collect amounts payable under a check or other instrument for the payment of money comprising the Escrow Fund and shall promptly notify Lessee and Lessor in the event of dishonor of payment under any such check or other instruments. Interest or other amounts earned and received by Escrow Agent with respect to the Escrow Fund shall be deposited in and comprise a part of the Escrow Fund.

5. Upon request by Lessee and Lessor, Escrow Agent shall send monthly statements of account to Lessee and Lessor, which statements shall set forth all withdrawals from and interest earnings on the Escrow Fund as well as the investments in which the Escrow Fund is invested.

6. Escrow Agent shall take the following actions with respect to the Escrow Fund:

(a) Upon Escrow Agent's acceptance of the deposit of the Purchase Price, an amount equal to Escrow Agent's set-up fee, as set forth on Exhibit 2 hereto, shall be disbursed from the Escrow Fund to Escrow Agent in payment of such fee.

(b) From time to time, Escrow Agent shall pay to the Vendor of the Equipment payments then due and payable with respect thereto upon receipt of duly executed Requisition Request and Certificate of Acceptance form attached as Exhibit 3 hereto, subject to Lessor's prior written approval of each such Requisition Request and Certificate of Acceptance.

(c) If an Event of Default or Non-Appropriation Event occurs under the Lease prior to the Lessee's acceptance of all the Equipment or to the extent that funds have not

been disbursed from the Escrow Fund within the eighteen-month period identified in the Lease, funds then on deposit in the Escrow Fund shall be applied to the prepayment of Rent Payments under the Lease as instructed by Lessor.

(d) Upon receipt by Escrow Agent of written notice from Lessor that the purchase price of the Equipment has been paid in full, Escrow Agent shall apply the then remaining Escrow Fund, first, to all outstanding fees and expenses incurred by Escrow Agent in connection herewith as evidenced by its statement forwarded to Lessor and Lessee, and, second, to Lessor for application against the interest component of Rent Payments under the Lease as provided therein, unless otherwise agreed by Lessor.

7. The fees and expenses, including any legal fees, of Escrow Agent incurred in connection herewith shall be the responsibility of Lessee. The basic fees and expenses of Escrow Agent shall be as set forth on Exhibit 2 hereto and Escrow Agent is hereby authorized to deduct such fees and expenses from the Escrow Fund as and when the same are incurred without any further authorization from Lessee or Lessor. Escrow Agent may employ legal counsel and other experts as it deems necessary for advice in connection with its obligations hereunder. Escrow Agent waives any claim against Lessor with respect to compensation hereunder.

8. Escrow Agent shall have no liability for acting upon any written instruction presented by Lessor in connection with this Escrow Agreement, which Escrow Agent in good faith believes to be genuine. Furthermore, Escrow Agent shall not be liable for any act or omission in connection with this Escrow Agreement except for its own negligence, willful misconduct or bad faith. Escrow Agent shall not be liable for any loss or diminution in value of the Escrow Fund as a result of the investments made by Escrow Agent.

9. Escrow Agent may resign at any time by giving thirty (30) days' prior written notice to Lessor and Lessee. Lessor may at any time remove Escrow Agent as Escrow Agent under this Escrow Agreement upon written notice. Such removal or resignation shall be effective on the date set forth in the applicable notice. Upon the effective date of resignation or removal, Escrow Agent will transfer the Escrow Fund to the successor Escrow Agent selected by Lessor.

10. This Escrow Agreement and the escrow established hereunder shall terminate upon receipt by Escrow Agent of the written notice from Lessor specified in Section 6(c) or Section 6(d) hereof.

11. In the event of any disagreement between the undersigned or any of them, and/or any other person, resulting in adverse claims and demands being made in connection with or for any moneys involved herein or affected hereby, Escrow Agent shall be entitled at its option to refuse to comply with any such claim or demand, so long as such disagreement shall continue, and in so refusing Escrow Agent may refrain from making any delivery or other disposition of any moneys involved herein or affected hereby and in so doing Escrow Agent shall not be or become liable to the undersigned or any of them or to any person or party for its failure or refusal

to comply with such conflicting or adverse demands, and Escrow Agent shall be entitled to continue so to refrain and refuse so to act until:

(a) the rights of the adverse claimants have been finally adjudicated in a court assuming and having jurisdiction of the parties and the moneys involved herein or affected hereby; or

(b) all differences shall have been adjusted by agreement and Escrow Agent shall have been notified thereof in writing signed by all of the persons interested.

12. All notices (excluding billings and communications in the ordinary course of business) hereunder shall be in writing, and shall be sufficiently given and served upon the other party if delivered (a) personally, (b) by United States registered or certified mail, return receipt requested, postage prepaid, (c) by an overnight delivery by a service such as Federal Express or Express Mail from which written confirmation of overnight delivery is available, or (d) by facsimile with a confirmation copy by regular United States mail, postage prepaid, addressed to the other party at its respective address stated below the signature of such party or at such other address as such party shall from time to time designate in writing to the other party, and shall be effective from the date of mailing.

13. This Escrow Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns. No rights or obligations of Escrow Agent under this Escrow Agreement may be assigned without the prior written consent of Lessor.

14. This Escrow Agreement shall be governed by and construed in accordance with the laws in the state of the Escrow Agent's location. This Escrow Agreement constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and no waiver, consent, modification or change of terms hereof shall bind any party unless in writing signed by all parties.

IN WITNESS WHEREOF, the parties hereto have caused this Escrow Agreement to be duly executed as of the day and year first above set forth.

PNC Equipment Finance, LLC, as Lessor

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: 995 Dalton Avenue  
Cincinnati, OH 45203

City of Manistee,as Lessee

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: 70 Maple Street  
Manistee, MI 49660

U.S. BANK NATIONAL ASSOCIATION, as Escrow  
Agent

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address: 10 W. Broad St., 12<sup>th</sup> Floor  
CN OH BD12  
Columbus, OH 43215

**EXHIBIT 1**

**INVESTMENT DIRECTION LETTER**

U.S. Bank National Association  
10 W. Broad Street, 12<sup>th</sup> Floor  
CN OH BD12  
Columbus, OH 43215

Re: Escrow Agreement dated as of January 23, 2013,  
among PNC Equipment Finance, LLC, as Lessor,  
City of Manistee as Lessee, and  
U.S. Bank National Association, as Escrow Agent

Ladies and Gentlemen:

Pursuant to the above-referenced Escrow Agreement, \$271,235.49 will be deposited in escrow with you on or about January 23, 2013. Such funds shall be invested in one or more of the following qualified investments in the amounts indicated:

	PLEASE CHECK DESIRED QUALIFIED INVESTMENTS:	AMOUNT OF INVESTMENT
1.	<input type="checkbox"/> Direct general obligations of the United States of America;	\$ _____
2.	<input type="checkbox"/> Obligations – the timely payment of the principal of and interest on which is fully and unconditionally guaranteed by the United States of America;	\$ _____
3.	<input type="checkbox"/> General obligations of the agencies and instrumentalities of the United States of America acceptable to Lessor;	\$ _____
4.	<input type="checkbox"/> Money market funds whose investment parameters target investments in securities as described above;	\$ _____

**IF NONE OF THE ABOVE BOXES ARE CHECKED, INVESTMENT SHALL BE MADE IN MONEY MARKET FUNDS AS DESCRIBED IN THE FOURTH CATEGORY ABOVE, UNTIL LESSEE DIRECTS OTHERWISE.**

Very truly yours,

CITY OF MANISTEE, AS LESSEE

By:

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

**EXHIBIT 2**

**ESCROW AGENT FEES AND EXPENSES**

**SET-UP FEES**

Lessee has been Invoiced for \$250.00 for the escrow fee.

**EXPENSES**

Any and all out-of-pocket expenses incurred by Escrow Agent will be the responsibility of Lessee and paid from the Escrow Fund.

**U.S. BANK NATIONAL ASSOCIATION  
MONEY MARKET ACCOUNT  
DESCRIPTION AND TERMS**

The U.S. Bank Money Market account is an U.S. Bank National Association (“U.S. Bank”) interest-bearing time deposit account designed to meet the needs of U.S. Bank’s Corporate Trust Services Escrow Group and other Corporate Trust customers of U.S. Bank. Selection of this investment includes authorization to place funds on deposit with U.S. Bank.

U.S. Bank uses the daily balance method to calculate interest on this account (actual/365 or 366) by applying a daily periodic rate to the principal balance in the account each day. Interest is accrued daily and credited monthly to the account. Interest rates are determined at U.S. Bank’s discretion, and may be tiered based on customer deposit amount.

The owner of the account is U.S. Bank as Agent for its trust customers. U.S. Bank’s trust department performs all account deposits and withdrawals. The deposit account is insured by the Federal Deposit Insurance Corporation up to \$250,000.

**AUTOMATIC AUTHORIZATION**

In the absence of specific written direction to the contrary, U.S. Bank is hereby directed to invest and reinvest proceeds and other available moneys in the U.S. Bank Money Market Account.

City of Manistee  
Company Name

\_\_\_\_\_  
Signature of Authorized Directing Party

\_\_\_\_\_  
Trust Account Number – includes existing  
and future sub-accounts unless otherwise directed

\_\_\_\_\_  
Title / Date

EXHIBIT 3

REQUISITION REQUEST AND CERTIFICATE OF ACCEPTANCE NO. \_\_\_\_\_  
(to be submitted with each requisition request for payment to the vendor)

-or-

\_\_\_\_ (√) FINAL REQUISITION REQUEST AND CERTIFICATE OF ACCEPTANCE  
(to be submitted with the final requisition request upon acceptance of the Equipment)

The Escrow Agent is hereby requested to pay from the Escrow Fund established and maintained under that certain Escrow Agreement dated as of January 23, 2013 (the "Escrow Agreement") by and among PNC Equipment Finance, LLC (the "Lessor"), City of Manistee (the "Lessee"), and U.S. Bank National Association (the "Escrow Agent"), the amount set forth below to the named payee(s). The amount shown is due and payable under a purchase order or contract (or has been paid by and not previously reimbursed to Lessee) with respect to equipment being leased under that certain Master Equipment Lease-Purchase Agreement dated as of January 23, 2013 (the "Master Lease") and Lease Schedule 170958000 thereto dated January 23, 2013 (the "Schedule" and, together with the terms and conditions of the Master Lease incorporated therein, the "Lease"), by and between the Lessor and the Lessee, and has not formed the basis of any prior requisition request.

PAYEE	AMOUNT

Total requisition amount \$ \_\_\_\_\_

The undersigned, as Lessee under the Lease hereby certifies:

1. The items of the Equipment, as such term is defined in the Lease, fully and accurately described on the Equipment List attached hereto have been delivered and installed at the location(s) set forth therein.
2. A present need exists for the Equipment which need is not temporary or expected to diminish in the near future. The Equipment is essential to and will be used by the Lessee only for the purpose of performing one or more governmental functions of Lessee consistent with the permissible scope of Lessee's authority.
3. The estimated useful life of the Equipment based upon the manufacturer's representations and the Lessee's projected needs is not less than the Lease Term of lease with respect to the Equipment.
4. The Lessee has conducted such inspection and/or testing of the Equipment as it deems necessary and appropriate and hereby acknowledges that it accepts the Equipment for all purposes as of the date of this Certificate.
5. The Equipment is covered by insurance in the types and amounts required by the Lease.
6. No Event of Default or Non-Appropriation Event, as each such term is defined in the Lease, and no event which with the giving of notice or lapse of time, or both, would become such an Event of Default or Non-Appropriation Event has occurred and is continuing on the date hereof.

7. Sufficient funds have been appropriated by the Lessee for the payment of all Rent Payments due under the Lease during Lessee's current fiscal year.

8. Based on the foregoing, Lessor is hereby authorized and directed to fund the acquisition of the Equipment set forth on the Equipment List by paying, or causing to be paid, the manufacturer(s)/vendor(s) the amounts set forth on the attached invoices.

9. The following documents are attached hereto and made a part hereof:

(a) Original Invoice(s);

(b) Copies of Certificate(s) of Origin designating Lessor as lienholder if any part of the Equipment consists of motor vehicles, and evidence of filing; and

(c) Requisition for Payment

10. If this is the final acceptance of Equipment, then as of the Acceptance Date stated below and as between the Lessee and the Lessor, the Lessee hereby agrees that: (a) the Lessee has received and inspected all of the Equipment described in the Lease; (b) all Equipment is in good working order and complies with all purchase orders, contracts and specification; (c) the Lessee accepts all Equipment for purposes of the Lease "as-is, where-is"; and (d) the Lessee waives any right to revoke such acceptance.

If Lessee paid an invoice prior to the commencement date of the Lease and is requesting reimbursement for such payment, also attach a copy of evidence of such payment together with a copy of Lessee's Declaration of Official Intent and other evidence that Lessee has satisfied the requirements for reimbursement set forth in Treas. Reg. §1.150-2.

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

City of Manistee  
*as Lessee*

By \_\_\_\_\_

Name: \_\_\_\_\_

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

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

PNC Equipment Finance, LLC,  
*as Lessor*

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

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

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

**CERTIFICATE OF INCUMBENCY**

I, the undersigned, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of City of Manistee (“*Lessee*”), a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of Lessee holding the offices set forth opposite their respective names and are authorized on behalf of Lessee to enter into (a) that certain Master Equipment Lease-Purchase Agreement dated January 23, 2013 (the “*Master Lease*”) and separate Lease Schedules relating thereto from time to time as provided in the Master Lease (collectively, the “*Schedules*”), each between Lessee and PNC Equipment Finance, LLC, as lessor, and (b) that certain Escrow Agreement dated January 23, 2013 (the “*Escrow Agreement*”), among Lessee, the foregoing lessor and the escrow agent therein identified.

Name	Title	Signature
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Name	Title	Signature
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I hereby further certify that the individual named below holds the office set forth opposite his/her name and is duly authorized to execute Requisition Requests, Certificates of Acceptance and other documents under the Escrow Agreement or otherwise relating to the Master Lease and the Schedules.

Name	Title	Signature
------	-------	-----------

Name	Title	Signature
------	-------	-----------

Name	Title	Signature
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IN WITNESS WHEREOF, I have duly executed this Certificate and affixed the seal of Lessee on this \_\_\_ day of \_\_\_\_\_, 2013.

LESSEE: City of Manistee

[SEAL]

\_\_\_\_\_  
(Secretary/Clerk)

Print Name: \_\_\_\_\_

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

(other than the person signing the documents)

**LEASE SCHEDULE NO. 170958000**

Dated as of January 23, 2013

This Lease Schedule (this "*Schedule*") relates to the Master Equipment Lease-Purchase Agreement referenced below and, together with the terms and conditions of the Master Lease incorporated herein by reference, constitutes a Lease. Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Master Lease. All terms and conditions of the Master Lease are incorporated herein by reference.

Master Equipment Lease-Purchase Agreement dated January 23, 2013.

1. *Equipment Description.* As used in the Lease, "*Equipment*" means all of the property described in Schedule A-1 attached to this Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.
2. *Rent Payments; Lease Term.* The Rent Payments to be paid by Lessee to Lessor, the Commencement Date of this Lease and the Lease Term of this Lease are set forth on the Payment Schedule attached to this Schedule.
3. *Essential Use; Current Intent of Lessee.* Lessee represents that (a) the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens, (b) the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority and will not be used in a trade or business of any person or entity, and (c) the useful life of the Equipment is not less than the stated full Lease Term of this Lease. Lessee has determined that a present need exists for the Equipment which need is not temporary or expected to diminish in the near future. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and to make Rent Payments so long as funds are appropriated by its governing body for the succeeding fiscal year.
4. *Re-Affirmation of the Master Lease Representations, Warranties and Covenants.* Lessee hereby represents, warrants and covenants that its representations, warranties and covenants set forth in the Master Lease (particularly Sections 6.1 and 16 thereof) are true and correct as though made on the date of execution of this Schedule.
5. *BANK QUALIFIED.* LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.

City of Manistee, *as Lessee*

PNC Equipment Finance, LLC, *as Lessor*

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Counterpart No. \_\_\_\_\_ of \_\_\_ manually executed and serially numbered counterparts. To the extent that this Lease constitutes chattel paper (as defined in the Uniform Commercial Code), no security or ownership interest herein may be created through the transfer or possession of any Counterpart other than Counterpart No. 1.

**SCHEDULE A-1**

Attached to and made a part of that certain Lease Schedule No. 170958000 dated as of January 23, 2013 by and between PNC Equipment Finance, LLC, as lessor, and City of Manistee, as lessee.

Commencement Date: January 23, 2013

1. EQUIPMENT LOCATION & DESCRIPTION:  
280 Washington Street  
Manistee, MI 49660

Vactor Model 2115 Combination Sewer Cleaner

2. LEASE PAYMENT SCHEDULE:  
(a) Total Amount Financed: \$ 271,235.49  
(b) Payment Schedule:

Rent Payment Number	Rent Payment Date	Rent Payment Amount	Interest Portion	Principal Portion	Termination Value *
1	1/23/2013	26,704.73	0.00	26,704.73	249,421.38
2	1/23/2014	26,704.73	6,113.27	20,591.46	228,418.09
3	1/23/2015	26,704.73	5,598.48	21,106.25	206,889.71
4	1/23/2016	26,704.73	5,070.83	21,633.90	184,823.13
5	1/23/2017	26,704.73	4,529.98	22,174.75	162,204.89
6	1/23/2018	163,000.00	3,975.60	159,024.40	0.00

CITY OF MANISTEE, *as Lessee*

PNC Equipment Finance, LLC, *as Lessor*

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\* Assumes all Rent Payments and other amounts due on and prior to that date have been paid.

**FORM OF  
AUTHORIZING RESOLUTION/EXTRACT OF MINUTES**

At a duly called meeting of the governing body of City of Manistee, held in accordance with all applicable legal requirements, including open meeting laws, on the \_\_\_ day of \_\_\_\_\_ 20\_\_\_, the following resolution was introduced and adopted:

A RESOLUTION OF THE GOVERNING BODY OF CITY OF MANISTEE AUTHORIZING THE EXECUTION AND DELIVERY OF A MASTER EQUIPMENT LEASE-PURCHASE AGREEMENT WITH PNC EQUIPMENT FINANCE, LLC, AS LESSOR, AND SEPARATE LEASE SCHEDULES THERETO AND ESCROW AGREEMENT FOR THE ACQUISITION, PURCHASE, FINANCING AND LEASING OF CERTAIN EQUIPMENT WITHIN THE TERMS HEREIN PROVIDED; AUTHORIZING THE EXECUTION AND DELIVERY OF OTHER DOCUMENTS REQUIRED IN CONNECTION THEREWITH; AND AUTHORIZING ALL OTHER ACTIONS NECESSARY TO THE CONSUMMATION OF THE TRANSACTIONS CONTEMPLATED BY THIS RESOLUTION.

WHEREAS, City of Manistee (the "*Lessee*"), a body politic and corporate duly organized and existing as a political subdivision, municipal corporation or similar public entity of the State of Michigan is authorized by the laws of the State of Michigan to purchase, acquire and lease certain equipment and other property for the benefit of the Lessee and its inhabitants and to enter into contracts with respect thereto; and

WHEREAS, the governing body of the Lessee (the "*City Council*") has determined that a true and very real need exists for the acquisition, purchase and financing of certain property consisting of a Vactor Model 2115 Combination Sewer Cleaner (collectively, the "*Equipment*") on the terms herein provided; and

WHEREAS, in order to acquire such Equipment, the Lessee proposes to enter into that certain Master Equipment Lease-Purchase Agreement (the "*Master Lease*") with PNC Equipment Finance, LLC as lessor (the "*Lessor*"), substantially in the proposed form presented to the City Council at this meeting, and separate Lease Schedules thereto substantially in the form attached to the Master Lease and a separate Escrow Agreement substantially in the proposed form presented to the City Council at this meeting; and

WHEREAS, the City Council deems it for the benefit of the Lessee and the efficient and effective administration thereof to enter into the Master Lease and the separate Lease Schedules relating thereto from time to time as provided in the Master Lease and an Escrow Agreement for the purchase, acquisition, financing and leasing of the Equipment to be therein more specifically described on the terms and conditions provided therein and herein;

NOW, THEREFORE, BE IT AND IT IS HERBY RESOLVED BY THE GOVERNING BODY OF THE LESSEE AS FOLLOWS:

*Section 1.* It is hereby found and determined that the terms of the Master Lease (including the form of Lease Schedule, Payment Schedule and Escrow Agreement attached thereto), in the form presented at this meeting, are in the best interests of the Lessee for the acquisition, purchase, financing and leasing of the Equipment.

*Section 2.* The form, terms and provisions of the Master Lease (including the form of Lease Schedule, Payment Schedule and Escrow Agreement attached thereto) are hereby approved in the forms presented at this meeting, with such insertions, omissions and changes as shall be approved by the City Treasurer, City Clerk and/or Mayor of the Lessee (the “*Authorized Officer*”) executing the same, the execution of such documents being conclusive evidence of such approval. The Authorized Officers of the Lessee are each hereby authorized and directed to sign and deliver the Master Lease, each Lease Schedule thereto, each Payment Schedule relating thereto, each Escrow Agreement relating thereto and any related exhibits attached thereto if and when required; *provided, however*, that, without further authorization from the governing body of the Lessee, (a) the aggregate principal component of Rent Payments under all Leases entered into pursuant to the Master Lease shall not exceed \$271,235.49; (b) the maximum term under any Lease entered into pursuant to the Master Lease shall not exceed 5 years; and (c) the maximum interest rate used to determine the interest component of Rent Payments under each Lease shall not exceed the lesser of the maximum rate permitted by law or ten percent (10%) per annum. The Authorized Officers may sign and deliver Leases to the Lessor on behalf of the Lessee pursuant to the Master Lease on such terms and conditions as they shall determine are in the best interests of the Lessee up to the maximum aggregate principal component, maximum term and maximum interest rate provided above. The foregoing authorization shall remain in effect for a period of two years from the date hereof during which the Authorized Officers are authorized to sign and deliver Leases pursuant to the Master Lease and related Escrow Agreements on the terms and conditions herein provided and to be provided in each such Lease.

*Section 3.* The Authorized Officers and other officers and employees of the Lessee shall take all action necessary or reasonably required to carry out, give effect to and consummate the transactions contemplated by the Master Lease and each Lease Schedule (including, but not limited to, the execution and delivery of the certificates contemplated therein, including appropriate arbitration certifications) and to take all action necessary in conformity therewith, including, without limitation, the execution and delivery of any closing and other documents required to be delivered in connection with the Master Lease, each Lease Schedule and each Escrow Agreement.

*Section 4.* If any section, paragraph, clause or provision of this Resolution shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Resolution.

*Section 5. Effective Date.* This Resolution shall be effective immediately upon its approval and adoption.

The undersigned further certifies that the above Resolution has not been repealed or amended and remains in full force and effect and further certifies that the Master Lease (including the form of Lease Schedule, Payment Schedule and Escrow Agreement attached thereto) are the same as presented at said meeting of the governing body of Lessee, excepting only such changes, insertions and omissions as shall have been approved by the officers who executed the same.

Date: \_\_\_\_\_, 20\_\_

[SEAL]

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(Secretary/Clerk)



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

## MEMORANDUM

TO: Mitch Deisch *M Deisch*  
City Manager

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

DATE: January 7, 2013

RE: Planning Commission By-Law Amendments

Mitch, the City of Manistee Planning Commission amended Section 3.5 Quorum and Section 6.2 Committees of their By-Laws to reflect the recent ordinance amendment that reduced the number of Planning Commissioners from 9 to 7. The Change is as follows:

- 3.5 Quorum. In order for the Commission to conduct business or take any official actions, a quorum consisting of at least ~~five~~ **four** of the ~~nine~~ **seven** members of the Commission shall be present. When a quorum is not present, no official action, except for the closing of the meeting may take place. The members of the commission may discuss matters of interest, but shall take no action until the next regular or special meeting. All public hearings without a quorum shall be scheduled for the next regular or special meeting and no additional public notice is required provided the date, time and place is announced at the meeting.
- 6.2 Committees. The Planning Commission or Chair of the Planning commission may establish and appoint standing and/or ad hoc committees for special purposes or issues, as deemed necessary. No more than ~~four~~ **three** members of the Planning Commission may serve on a standing and/or ad hoc committee at any given time. Committee appointments shall be made at the first regular meeting held in January of each year or at the time the committee is formed.

Enclosed is a copy of the Meeting Minutes and By-Laws showing the proposed change for Council's consideration.

JRR:djb

**CITY OF MANISTEE  
PLANNING COMMISSION  
BY-LAWS AND RULES OF PROCEDURES**

**1. AUTHORITY**

These By-laws and Rules of Procedures are adopted by the Planning Commission of the City of Manistee, County of Manistee, (hereinafter referred to as the Commission) pursuant to Public Act 110 of 2006, as amended, the Michigan Zoning Enabling Act; Public Act 33 of 2008, as amended being the Michigan Planning Enabling Act, the City of Manistee Zoning Ordinance, and the Public Act 267 of 1976, as amended, the Open Meetings Act.

**2. OFFICERS**

- 2.1 Selection. At the December meeting, the Planning Commission shall elect a chair, vice-chair and secretary who shall serve for the next twelve (12) months and who shall be eligible for re-election. Vacancies in an office of the Commission shall be filled at the next regular meeting of the Commission. The membership shall elect one of its members to fill the vacancy until the next annual election.
- 2.2 Duties. The chair shall preside at all meetings and shall conduct all meetings in accordance with the rules provided herein.
- The vice-chair shall act in the capacity of the chair in the absence of the chair or in the event of a vacancy in the office of chair; in which case, the Commission shall select a successor to the office of vice-chair at the earliest practicable time.
  - The Secretary shall be responsible for execution of documents in the name of the Planning Commission, the preparation of minutes, keeping of pertinent public records, delivering communications, reports, and related items of business of the Commission, issuing notices of public hearings and performing related administrative duties to assure efficient and informed Commission operations.
  - The Secretary may appoint a Recording Secretary to handle the administrative functions of the office. In the event the Secretary is absent, the chair or acting chair shall appoint a temporary secretary for such meeting.
- 2.3 Tenure. The officers shall take office at the first regularly scheduled meeting immediately following their election. They shall hold their office for a term of one year, or until their successors are elected and assume office.

**3. MEETINGS**

- 3.1 Meeting Notice. Notice of all meetings shall be posted at City Hall by December 31<sup>st</sup> of each year. The notice shall include the date, time and place of the meeting. Any changes in the date or time of the regular meetings shall be posted and noticed in the same manner as originally established. When a regular meeting date falls on or near a legal holiday, the Commission shall select suitable alternate dates in the same month, in accordance with the Open Meeting act.
- 3.2 Removal from Office. The legislative body may remove a member of the planning commission for misfeasance, malfeasance, or nonfeasance in office upon written charges and after a public hearing.

- 3.3 Commission Absences. In order to maintain the maximum participation of all appointed Planning Commission members at all scheduled meetings, the following is the attendance guide and Commissioner replacement policy for “excused” or “unexcused” absences:
1. When appointed, each Commissioner should state his/her willingness and intention to attend each scheduled meeting of the Planning Commission.
  2. In the event of unplanned personal matters, business trips, family vacation trips, changed job requirements, sickness, or other physical disabilities that prohibit the Commissioner from attending the scheduled meeting; the Commission Chair or staff Liaison to the Planning Commission should be notified as soon as possible prior to the time of the scheduled meeting of their inability to attend. The Commissioner upon this notification will receive an “excused absence” for the involved scheduled meeting.
  3. If any Commissioner is absent from three (3) consecutive scheduled meetings without an “excused absence” for any of the three (3) meetings, the Commissioner shall be reported in writing to the City Manager. The City Manager will contact the Commissioner in writing and question his/her continued ability or interest in being on the Commission, giving the member a chance to rectify the attendance issue or submit a resignation.
  4. There will be no limit on the number of consecutive “excused absences” for any Commissioner. However, if the Commissioner is repeatedly absent for at least 50% of the yearly scheduled meetings, that member will also be reported in writing to the City Manager. The City Manager will contact the Commissioner in writing and question the member’s continued ability or interest to be on the Commission. The Commissioner will be considered for appointment nullification when the absences total six in the calendar year.
  5. The appointment nullification action would be initiated by the City Manager and forwarded on to the City Council for official action.
- 3.4 Special Meetings. A special meeting may be called by three members of the Planning Commission upon written request to the Secretary or by the Chairperson. The business which the Planning Commission may perform shall be conducted at a public meeting of the Planning Commission held in compliance with the Open meeting Act. Public Notice of the time, date, and place of the special meeting shall be given in a manner as required by the Open Meeting act, and the Secretary or Recording Secretary shall provide notice to commission members by writing, telephone, or e-mail.
- 3.5 Quorum. In order for the Commission to conduct business or take any official actions, a quorum consisting of at least four of the seven members of the Commission shall be present. When a quorum is not present, no official action, except for the closing of the meeting may take place. The members of the commission may discuss matters of interest, but shall take no action until the next regular or special meeting. All public hearings without a quorum shall be scheduled for the next regular or special meeting and no additional public notice is required provided the date, time and place is announced at the meeting.
- 3.6 Public Hearings. Hearings shall be scheduled and due notice given in accordance with the provisions of the Acts and Ordinance cited in Section 1. Public hearings conducted by the Planning Commission shall be run in an orderly and timely fashion. This shall be accomplished by the following procedure.

1. The Chair of the Planning Commission shall announce that a public hearing will be conducted on a request.
  2. The Chair may read the public hearing announcement as published in the newspaper and give a brief description of the hearing subject and the public notice procedure.
  3. The Chair may announce the following hearing rules:
    - a. The Chair will recognize each speaker. When a speaker has the floor, he/she is not to be interrupted unless time has expired. Persons speaking without being recognized shall be out of order.
    - b. Each speaker shall state their name and address for the record and may present written comments for the record.
    - c. Speakers shall address all comments and questions to the Planning Commission and comments will be limited to the subject matter of the Public Hearing.
    - d. Unless waived by the Planning Commission for a specific meeting or a specific speaker, public comment shall be limited to five (5) minutes per speaker, one time only. If a group of people wish to be heard on one subject, a spokesperson may be designated who may request that more than five (5) minutes be permitted for collective comments of the group as presented by that speaker.
    - e. The Chair may require that repetitive comments be limited or abbreviated in the interest of saving time and allowing others to speak. Everyone shall have an opportunity to speak before someone is allowed to speak a second time.
    - f. The Chair may establish additional rules of procedure for particular hearings as he/she determines appropriate.
    - g. Normal civil discourse and decorum is expected at all times. Applause, shouting, outbursts, demonstrations, name-calling or other provocative speech or behavior may result in removal from the hearing or an adjournment.
  4. Once all public comments have been stated, the Chair shall close the hearing. Any voting member of the Planning Commission may initiate a motion to close the hearing.
  5. Public Hearings may be carried out in the following format:
    - a. The Chair shall open the hearing.
    - b. The Applicant shall present any comments and explanation of the case. Applicant's presentation shall not be subject to the five (5) minute limitation.
    - c. The City staff and any consultants serving the City shall present their reports.
    - d. The hearing will be opened for public comment.
    - e. The public comment period will be closed.
    - f. Deliberation and discussion by the Planning Commission.
    - g. Disposition of the case by the Planning Commission.
- 3.7 Motions. Motions shall be restated by the Chair before a vote is taken. The name of the maker and supporter of each motion shall be recorded.
- 3.8 Voting. An affirmative vote of the majority of those members present shall be required for the approval of any requested action or motion placed before the Commission. Voting shall ordinarily be by voice vote; provided however that a roll call vote shall be required if requested by any Commission member or directed by the Chairperson. All members of the Commission including the Chairperson shall vote on all matters, but the Chairperson shall vote last.

- 3.9 Order of Business. A written agenda for all regular meetings shall be prepared as followed. The order of business shall be:
- Call to Order.
  - Roll Call
  - Approval of Agenda
  - Approval of Minutes
  - Public Hearings
  - Public Comment on Agenda related items
  - New Business
  - Old Business
  - Public Comments and Communications
  - Correspondence
  - Staff Reports
  - Members discussion
  - Adjournment

A written agenda for special meeting shall be prepared and followed, however the form as enumerated above shall not be necessary.

- 3.10 Rules of Order. All meetings of the Commission shall be conducted in accordance with generally accepted parliamentary procedure as adopted by City Council for all Boards and Commissions within the City of Manistee.
- 3.11 Agenda Items. For an item to be considered at a regular Planning Commission meeting, it must be submitted to the City Community Development Department no later than the established policy of the City prior to the next scheduled Planning Commission Meeting.
- 3.12 Conflict of Interest: Before casting a vote on a matter on which a member may reasonably be considered to have a conflict of interest, the member shall disclose the potential conflict of interest to the planning commission. The member is disqualified from voting on the matter if so provided by the bylaws or by a majority vote of the remaining members of the planning commission.
1. As used here, a conflict of interest shall at a minimum include, but not necessarily be limited to, the following:
    - a. A commission member issuing, deliberating, voting or reviewing a case concerning himself.
    - b. A commission member issuing, deliberating, voting or reviewing a case concerning work on land owned by himself.
    - c. A commission member issuing, deliberating, voting or reviewing a case involving a corporation, company, partnership, or other entity in which he is a part owner, or any other relationship where he may stand to have a financial gain or loss.
    - d. A commission member issuing, deliberating, voting or reviewing a case which is an action which results in a pecuniary benefit to himself.
    - e. A commission member issuing, deliberating, voting or reviewing a case concerning his spouse, children, step-child, grandchildren, parents, brother, sister, grandparents, parents in-law, grandparents in-law or member of his household.
    - f. A commission member may consider the possibility of declaring a conflict of interest if his/her home falls within a notification radius used for a Public Hearing. Because the sending of the notice automatically presumes some degree of interest, this fact

- should be recognized by declaring a conflict, particularly if a financial impact is likely.
- g. A commissioner who feels, in his/her judgment that his/her job, scope of duties and/or position may be at risk, pending the outcome of the permitting process.
2. A commission member shall, when he/she has a conflict of interest do the following immediately, upon the first review of the case and determining a conflict exists:
    - a. declare a conflict exists at the beginning of the meeting where the case appears on the agenda, or when the topic brought up so such declaration is recorded in the minutes, and
    - b. refrain from participating in the discussion, site inspection or review of the case, except where specific information has been requested by the commission, and
    - c. refrain from casting a vote on any motion having to do with the case.

#### **4. MINUTES**

- 4.1 Preparation. Commission minutes shall be prepared by the Secretary or Recording Secretary of the Commission. The minutes shall contain a brief synopsis of the meeting, including a complete restatement of all motions and recording votes; complete statement of the conditions or recommendations made on any action; and recording of attendance. All communications, action and resolutions shall be attached to the minutes.

#### **5. OPEN MEETINGS AND FREEDOM OF INFORMATION PROVISIONS**

- 5.1 All meetings of the Commission shall be open to the public and held in a place available to the general public.
- 5.2 All deliberations and decision of the Commission shall be made at a meeting open to the public.
- 5.3 A person shall be permitted to address a hearing of the Commission under the rules established in subsection 3.5, and to address the Commission concerning non-hearing matters at the time designated for such comments.
- 5.4 A person shall not be excluded from a meeting of the Commission except for breach of the peace, committed at the meeting.
- 5.5 All records, files, publications, correspondences, and other materials are available to the public for reading, copying, and other purposes as governed by the Freedom of Information Act.

#### **6. COMMITTEES**

- 6.1 Executive Committee. The Executive Committee of the Planning Commission shall consist of the Chair, Vice -Chair and Secretary. The Executive Committee shall be the Joint Ordinance Review Committee.
- 6.2 Committees. The Planning Commission or Chair of the Planning commission may establish and appoint standing and/or ad hoc committees for special purposes or issues, as deemed necessary. No more than three members of the Planning Commission may serve on a standing and/or ad hoc committee at any given time. Committee appointments shall be

made at the first regular meeting held in January of each year or at the time the committee is formed.

- 6.3 Rules of Procedure. All Sub-committees are subservient to the Planning Commission and report their recommendations to the Planning Commission for review and action and shall be conducted in accordance with generally accepted parliamentary procedure as adopted by City Council for all Boards and Commissions within the City of Manistee.

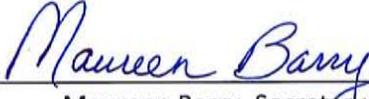
## 7. ANNUAL REVIEW OF BY-LAWS

The Commission shall annually review their By-Laws at the regularly scheduled meeting in January.

## 8. AMENDMENTS

These rules may be amended by the Commission by a concurring vote subject to subsection 3.7, during any regular meeting, provided that all members have received an advanced copy of the proposed amendments at least three (3) days prior to the meeting at which such amendments are to be considered.

I HEREBY CERTIFY that the above Bylaws were adopted the 3<sup>rd</sup> day of January 2013.

  
\_\_\_\_\_  
Maureen Barry, Secretary

As Amended by the Planning Commission at their regularly scheduled meeting of March 5, 2009.

[Amendments included requirements of the new Michigan Zoning Enabling Act and Michigan Planning Enabling Act.]

[Annotation: As approved by the City Council at their June 2, 2009 Meeting - Council authorized the bylaw amendments for all Boards and Commissions to include the new Board Absences language; directed all boards or commissions to implement and follow these changes as Council has requested; and authorized the Mayor to sign the amended bylaws.]

[Annotation: Section 3.9 Order of Business was amended at the January 6, 2011 Planning Commission Meeting by adding "Public Comment on Agenda related items" after Public Hearings]

[Annotation: Section 3.9 Order of Business was amended at the January 6, 2011 Planning Commission Meeting by adding "Public Comment on Agenda related items" after Public Hearings]

[Annotation: on January 3, 2013 the Planning Commission amended the first sentence of Section 3.5 Quorum as follows: In order for the Commission to conduct business or take any official actions, a quorum consisting of at least ~~five~~ **four** of the ~~nine~~ **seven** members of the Commission shall be present.]

Annotation: on January 3, 2013 the Planning Commission amended the second sentence of Section 6.2 Committees as follows: No more than ~~four~~ **three** members of the Planning Commission may serve on a standing and/or ad hoc committee at any given time.]

Approved by the City of Manistee Council

\_\_\_\_\_  
Date

\_\_\_\_\_  
Coleen Kenny, Mayor

**CITY OF MANISTEE PLANNING COMMISSION**

70 Maple Street  
Manistee, MI 49660

**MEETING MINUTES**

January 3, 2013

A meeting of the Manistee City Planning Commission was held on Thursday, January 3, 2013 at 7pm in the Council Chambers, City Hall, 70 Maple Street, Manistee, Michigan.

Meeting was called to order at 7:02 pm by Chair Yoder

Roll Call:

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

Members Absent: Marlene McBride (excused), Mark Wittlief (excused), 2 vacancies

Others: Denise Blakeslee (Planning & Zoning)

**APPROVAL OF AGENDA**

Motion by Ray Fortier, seconded by Bill Dean that the agenda be approved as prepared.

With a Roll Call vote this motion passed 5 to 0.

Yes: Barry, Crockett, Dean, Fortier, Yoder  
No: None

**APPROVAL OF MINUTES**

Motion by Bill Dean, seconded by Ray Fortier that the minutes of the December 6, 2012 Planning Commission Meeting be approved as prepared.

With a Roll Call vote this motion passed 5 to 0.

Yes: Dean, Fortier, Barry, Crockett, Yoder  
No: None

**PUBLIC HEARING**

None

**PUBLIC COMMENT ON AGENDA RELATED ITEMS**

No public in attendance

**NEW BUSINESS**

**Sub-Committee Appointments**

The Planning Commission recommended an amendment to City Council that reduces the number of Planning Commissioners from nine to seven (Chapter 1220 Planning Commission of the Code of Ordinance). City Council approved the amendment on January 2, 2013. With the reduction in Commissioners staff is recommending the Commission combined some of the Committees. Sub-committees will be limited to no more than three members of the Planning Commission. As in the past two alternates are recommended to be appointed to the Site Plan Review Committee.

Ms. Blakeslee reviewed the proposed combination of committees with the Commissioners. The Commission agreed with the Combination of Committees.

According to the By-Laws of the City of Manistee Planning Commission the Chair will appoint members of the Planning Commission to serve on Sub-Committees of the Planning Commission and one member who shall serve on the Zoning Board of Appeals. Chair Yoder appointed Commissioners to serve as follows:

2012 Sub-Committee's	2013 Sub-Committee's
<p><b>EXECUTIVE COMMITTEE (Chair, Vice Chair, Secretary)</b> Members of the Executive Committee review Zoning Ordinance Amendments with City Council Ordinance Review Committee</p>	<p><b>EXECUTIVE COMMITTEE (Chair, Vice Chair, Secretary)/ ORDINANCE RE-WRITE COMMITTEE</b> Members of this committee will assist in reviewing the Zoning Ordinance for areas that need to be changed and/or updated and if needed review Zoning Ordinance Amendments with the City Council Ordinance Review Committee</p> <p><i>Maureen Barry - Secretary</i> <i>Ray Fortier - Vice Chair</i> <i>Roger Yoder - Chair</i></p> <p><i>Meet as needed</i></p>
<p><b>ORDINANCE RE-WRITE COMMITTEE</b> Members of this committee will assist in reviewing the Zoning Ordinance for areas that need to be changed and/or updated. They also monitor ZBA Requests to see if a change in the ordinance is necessary (if multiple requests are received for the same issue).</p>	

2012 Sub-Committee's	2013 Sub-Committee's
<p><b>MASTER PLAN REVIEW COMMITTEE</b> Members of this committee will be responsible to keep current with new trends/changes that are going on in the community that could impact the Master Plan. An example would be the "Hotel Chippewa Fire"; the resulting vacant property would not necessary require a change in the plan, but should be noted for review during the annual review (January Meeting).</p>	<p><b>MASTER PLAN REVIEW COMMITTEE/GREEN INITIATIVE - AD HOC COMMITTEE</b> Members of this committee will be responsible to keep current with new trends/changes that are going on in the community that could impact the Master Plan and will review Green Initiative programs for the City of Manistee. These programs could include wind, solar and alternative energy programs that would benefit the community.</p> <p><i>Bill Dean</i> <i>Marlene McBride</i> <i>Mark Wittlief</i></p> <p><i>Meet as needed</i></p>
<p><b>GREEN INITIATIVE - AD HOC COMMITTEE</b> Ad Hoc Committee to review Green Initiative programs for the City of Manistee. These programs could include wind, solar and alternative energy programs that would benefit the community.</p>	
<p><b>SITE PLAN REVIEW/ SUBDIVISION COMMITTEE</b> Site Plan Review Committee – Needed for Medium Site Plans for new construction; the Zoning Administrator has the option to forward requests to the Committee. Committee Review required for Planned Unit Developments.</p> <p>Subdivision Committee - This committee is required under section 1242.03 of the Code of Ordinances.</p>	<p>Status Quo</p> <p><i>Bill Dean</i> <i>Mark Wittlief</i> <i>Roger Yoder</i></p> <p>2 Alternates <i>Maureen Barry</i> <i>Dave Crockett</i></p> <p><i>Meet as needed</i></p>

One member of the Planning Commission will be appointed as the **Planning Commission Representative on the Zoning Board of Appeals**. Chair Yoder appointed **Ray Fortier**.

**By Law Review**

According to the By-Laws of the City of Manistee Planning Commission shall annually review their By-Laws at the regularly scheduled meeting in January.

On January 2, 2013 City Council adopted an ordinance amendment that reduces the number of Planning Commission from nine to seven. Staff has prepared the necessary changes that need to be made to the Planning Commission By-Laws. The Commissioners were sent copies of the By-Laws to review that included the proposed changes. The changes proposed by staff are as

follows:

- 3.5 Quorum. In order for the Commission to conduct business or take any official actions, a quorum consisting of at least ~~five~~ **four** of the ~~nine~~ **seven** members of the Commission shall be present. When a quorum is not present, no official action, except for the closing of the meeting may take place. The members of the commission may discuss matters of interest, but shall take no action until the next regular or special meeting. All public hearings without a quorum shall be scheduled for the next regular or special meeting and no additional public notice is required provided the date, time and place is announced at the meeting.
- 6.2 Committees. The Planning Commission or Chair of the Planning commission may establish and appoint standing and/or ad hoc committees for special purposes or issues, as deemed necessary. No more than ~~four~~ **three** members of the Planning Commission may serve on a standing and/or ad hoc committee at any given time. Committee appointments shall be made at the first regular meeting held in January of each year or at the time the committee is formed.

MOTION by Ray Fortier, seconded by Dave Crocket that Section 3.5 Quorum and Section 6.2 Committees of the City of Manistee Planning Commission By Laws be amended to read as follows:

- 3.5 Quorum. In order for the Commission to conduct business or take any official actions, a quorum consisting of at least **four** of the **seven** members of the Commission shall be present. When a quorum is not present, no official action, except for the closing of the meeting may take place. The members of the commission may discuss matters of interest, but shall take no action until the next regular or special meeting. All public hearings without a quorum shall be scheduled for the next regular or special meeting and no additional public notice is required provided the date, time and place is announced at the meeting.
- 6.2 Committees. The Planning Commission or Chair of the Planning commission may establish and appoint standing and/or ad hoc committees for special purposes or issues, as deemed necessary. No more than **three** members of the Planning Commission may serve on a standing and/or ad hoc committee at any given time. Committee appointments shall be made at the first regular meeting held in January of each year or at the time the committee is formed.

With a Roll Call vote this motion passed 5 to 0.

Yes: Dean, Fortier, Barry, Crockett, Yoder  
No: None

**Master Plan Review**

Under Section 125.3845, Sec. 45 (2) "At least every 5 years after adoption of a master plan, a planning commission shall review the master plan and determine whether to commence the procedure to amend the master plan or adopt a new master plan. The review and its findings shall be recorded in the minutes of the relevant meeting or meetings of the planning commission."

Ms. Blakeslee discussed with the Commission the work that has been done to start the process of re-writing the Master Plan.

MOTION by Dave Crockett, seconded by Maureen Barry that the Planning Commission continue their work on rewriting the City of Manistee Master Plan.

With a Roll Call vote this motion passed 5 to 0.

Yes: Barry, Crockett, Dean, Fortier, Yoder  
No: None

**OLD BUSINESS**

None

**PUBLIC COMMENTS AND COMMUNICATIONS**

None

**CORRESPONDENCE**

None

**STAFF/SUB-COMMITTEE REPORTS**

**Denise Blakeslee, Planning & Zoning** – Commissioners were sent a copy of the compiled responses to the Planning Commission Questionnaire from the December 6, 2012 Meeting. Members are asked to bring that list with them to the Worksession to discuss. They are also

asked to add any additional items they may feel should be on the list. The Commission as a group will select the top five items from each category for additional discussion.

Commissioner Crocket will be out of town on January 17<sup>th</sup>, but will drop off his responses for the Commission to have at the Worksession.

The Planning Commission will hold a Worksession on January 17, 2013

The next regular meeting of the Planning Commission will be held on Thursday, February 7, 2013

### **ADJOURNMENT**

Motion by Ray Fortier, seconded by Maureen Barry that the meeting be adjourned. MOTION PASSED UNANIMOUSLY.

Meeting adjourned at 7:50 pm

MANISTEE PLANNING COMMISSION

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Denise J. Blakeslee, Recording Secretary



## MEMORANDUM



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

TO: Mitch Deisch *M Deisch*  
City Manager

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

DATE: January 7, 2013

RE: Zoning Board of Appeals By-Law Amendments

Mitch, the City of Manistee Zoning Board of Appeals amended Section 3.5 Quorum of their By-Laws to reflect the recent change in Article 25 of the City of Manistee Zoning Ordinance. The Change is as follows:

- 3.5 Quorum. In order for the Appeals Board to conduct business or take any official actions, a quorum consisting of at least three ~~of the five~~ members ~~and two alternates~~ of the Appeals Board shall be present. When a quorum is not present, no official action, except for the closing of the meeting may take place. The members of the Appeals Board may discuss matters of interest, but shall take no action until the next regular or special meeting. All public hearings without a quorum shall be scheduled for the next regular or special meeting and no additional public notice is required provided the date, time and place is announced at the meeting.

Enclosed is a copy of the Meeting Minutes and By-Laws showing the proposed change for Council's consideration.

JRR:djb

**CITY OF MANISTEE  
ZONING BOARD OF APPEALS  
BY-LAWS AND RULES OF PROCEDURES**

**1. AUTHORITY**

These By-laws and Rules of Procedures are adopted by the Zoning Board of Appeals of the City of Manistee, County of Manistee, (hereinafter known as Appeals Board) pursuant to Public Act 110 of 2006, as amended, the Michigan Zoning Enabling Act; and the Public Act 267 of 1976, as amended, the Open Meetings Act. Established by Article 25 of the City of Manistee Zoning Ordinance, the Appeals Board also acts as the Construction Board of Appeals as provided for in Chapter 1420 Michigan Building Code and as the Fire Code Board of Appeals as provided for in Chapter 1610 International Fire Code of the Codified Ordinances of the City of Manistee. The duties and responsibilities of the Appeals Board are specified and limited to those identified in the above referenced Article and Chapters.

**2. OFFICERS**

- 2.1 Selection. At the Organizational meeting in January, the Appeals Board shall elect a chair, vice-chair and secretary who shall serve for the next twelve (12) months and who shall be eligible for re-election. Vacancies in an office of the Appeals Board shall be filled at the next meeting of the Appeals Board. The membership shall elect one of its members to fill the vacancy until the next annual election.
- 2.2 Duties. The chair shall preside at all meetings and shall conduct all meetings in accordance with the rules provided herein. The vice-chair shall act in the capacity of the chair in the absence of the chair. In the event of a vacancy in the office of chair, the vice chair will assume the office of chair and the Appeals Board shall select a successor to the office of vice-chair at the earliest practicable time. The Secretary, or a Recording Secretary appointed by the Secretary shall be responsible for the preparation of minutes, keeping of pertinent public records, delivering communications, reports, and related items of business of the Appeals Board, issuing notices of public hearings and performing related administrative duties to assure efficient and informed Appeals Board operations. In the event the Secretary is absent, the chair or acting chair shall appoint a temporary secretary for such meeting.
- 2.3 Tenure. The officers shall take office immediately following their election. They shall hold their office for a term of one year, or until their successors are elected and assume office.

**3. MEETINGS**

- 3.1 Meetings. Meetings shall be scheduled upon receipt of a complete application. The business which the Appeals Board may perform shall be conducted at a public meeting of the Appeals Board held in compliance with the Michigan Zoning Enabling Act. Public Notice of the time, date, and place of the meeting shall be given in a manner as required by the Michigan Zoning Enabling Act.

- 3.2 Meeting Notice. Notice of all meetings shall be posted at City Hall. The notice shall include the date, time and place of the meeting. Any changes in the date or time of the meetings shall be posted and noticed in the same manner as originally established.
- 3.3 Board Absences. In order to maintain the maximum participation of all appointed Zoning Board of Appeals members at all scheduled meetings, the following is the attendance guide and Board Member replacement policy for “excused” or “unexcused” absences:
1. When appointed, each Board Member should state his/her willingness and intention to attend each scheduled meeting of the Zoning Board of Appeals.
  2. In the event of unplanned personal matters, business trips, family vacation trips, changed job requirements, sickness, or other physical disabilities that prohibit the Board Member from attending the scheduled meeting; the Commission Chair or staff Liaison to the Zoning Board of Appeals should be notified as soon as possible prior to the time of the scheduled meeting of their inability to attend. The Board Member upon this notification will receive an “excused absence” for the involved scheduled meeting.
  3. If any Board Member is absent from three (3) consecutive scheduled meetings without an “excused absence” for any of the three (3) meetings, the Board Member shall be reported in writing to the City Manager. The City Manager will contact the Board Member in writing and question his/her continued ability or interest in being on the Commission, giving the member a chance to rectify the attendance issue or submit a resignation.
  4. There will be no limit on the number of consecutive “excused absences” for any Board Member. However, if the Board Member is repeatedly absent for at least 50% of the yearly scheduled meetings, that member will also be reported in writing to the City Manager. The City Manager will contact the Board Member in writing and question the member’s continued ability or interest to be on the Commission. The Board Member will be considered for an appointment nullification when the absences total six in the calendar year.
  5. The appointment nullification action would be initiated by the City Manager and forwarded on to the City Council for official action.
- 3.4 Special Meetings. A special meeting may be called by two members of the Appeals Board upon written request to the Secretary or by the Chairperson. The business which the Appeals Board may perform shall be conducted at a public meeting of the Appeals Board held in compliance with the Open Meeting Act. Public Notice of the time, date, and place of the special meeting shall be given in a manner as required by the Open Meeting Act, and the Secretary or Recording Secretary shall provide notice to members of the Appeals Board by writing, telephone, or e-mail.
- 3.5 Quorum. In order for the Appeals Board to conduct business or take any official actions, a quorum consisting of at least three members of the Appeals Board shall be present. When a quorum is not present, no official action, except for the closing of the meeting may take place. The members of the Appeals Board may discuss matters of interest, but shall take no action until the next regular or special meeting. All public hearings without a quorum shall be scheduled for the next regular or special meeting and no additional public notice is required provided the date, time and place is announced at the meeting.

- 3.6 Public Hearings. Hearings shall be scheduled and due notice given in accordance with the provisions of the Acts and Ordinance cited in Section 1. Public hearings conducted by the Appeals Board shall be run in an orderly and timely fashion. This shall be accomplished by the following procedure.
1. The Chair of the Appeals Board shall announce that a public hearing will be conducted on a request.
  2. The Chair shall read the public hearing announcement as published in the newspaper and give a brief description of the hearing subject and the public notice procedure.
  3. The Chair shall announce the following hearing rules:
    - a. The Chair will recognize each speaker. When a speaker has the floor, he/she is not to be interrupted unless time has expired. Persons speaking without being recognized shall be out of order.
    - b. Each speaker shall state their name and address for the record and may present written comments for the record.
    - c. Speakers shall address all comments and questions to the Appeals Board and comments will be limited to the subject matter of the Public Hearing.
    - d. Unless waived by the Appeals Board for a specific meeting or a specific speaker, public comment shall be limited to five (5) minutes per speaker. If a group of people wish to be heard on one subject, a spokesperson may be designated who may request that more than five (5) minutes be permitted for collective comments of the group as presented by that speaker.
    - e. The Chair may allow people to speak a second time after everyone has had the opportunity to speak. The Chair may request that repetitive comments be limited or abbreviated in the interest of saving time and allowing others to speak.
    - f. The Chair may establish additional rules of procedure for particular hearings as he/she determines appropriate.
    - g. Normal civil discourse and decorum is expected at all times. Applause, shouting, outbursts, demonstrations, name-calling or other provocative speech or behavior may result in removal from the hearing or an adjournment.
  4. Once all public comments have been stated, the Chair shall close the hearing. Any voting member of the Appeals Board may initiate a motion to close the hearing.
  5. Public Hearings shall be carried out in the following format:
    - a. The Chair shall open the hearing.
    - b. The Applicant shall present any comments and explanation of the case. Applicant's presentation shall not be subject to the five (5) minute limitation.
    - c. The City staff and any consultants serving the City shall present their reports.
    - d. The hearing will be opened for public comment.
    - e. The public comment period will be closed.
    - f. Deliberation and discussion by the Appeals Board.
    - g. Disposition of the case by the Appeals Board.

If more than one public hearing has been scheduled for the meeting. The public hearings will be held in the order in which received. Deliberation and disposition by the Appeals Board will be held after all public hearings have been closed.

- 3.7 Misfeasance, Malfeasance, or Nonfeasance/Conflict of Interest. A member of the Zoning Board of Appeals may be removed by the legislative body for misfeasance, malfeasance, or nonfeasance in office upon written charges and after public hearing. A member shall disqualify himself or herself from a vote in which the member has a conflict of interest. Failure of a member to disqualify himself or herself from a vote in which the member has a conflict of interest constitutes malfeasance in office.
- 3.8 Motions. Motions shall be restated by the Chair before a vote is taken. The name of the maker and second of each motion shall be recorded.
- 3.9 Voting. An affirmative vote of the majority of the Appeals Board shall be required for the approval of any requested action or motion placed before the Appeals Board. Voting shall ordinarily be by voice vote; provided however that a roll call vote shall be required if requested by any Appeals Board member or directed by the Chairperson. All members of the Appeals Board including the Chairperson shall vote on all matters, but the Chairperson shall vote last.
- 3.10 Order of Business. A written agenda for all regular meetings shall be prepared as followed. The order of business shall be:
- Call to Order.
  - Roll Call
  - Approval of Agenda
  - Approval of Minutes.
  - Site Inspection
  - Public Hearings.
  - Business Session.
    - Action on Pending Case
    - Old Business
    - Other Business of the Appeals Board
  - Public Comments and Communications concerning items not on the agenda.
  - Adjournment.
- A written agenda for special meeting shall be prepared and followed, however the form as enumerated above shall not be necessary.
- 3.11 Rules of Order. All meetings of the Appeals Board shall be conducted in accordance with generally accepted parliamentary procedure, as adopted by City Council for all Boards and Commissions within the City of Manistee.
- 3.12 Agenda Items. For an item to be considered at a regular Appeals Board meeting, it must be submitted to the City Community Development Department no later than the established policy of the City prior to the next scheduled Appeals Board Meeting.
- 3.13 Conflict of Interest:
1. As used here, a conflict of interest shall at a minimum include, but not necessarily be limited to, the following:
    - a. A commission member issuing, deliberating, voting or reviewing a case concerning himself.

- b. A commission member issuing, deliberating, voting or reviewing a case concerning work on land owned by himself.
  - c. A commission member issuing, deliberating, voting or reviewing a case involving a corporation, company, partnership, or other entity in which he is a part owner, or any other relationship where he may stand to have a financial gain or loss.
  - d. A commission member issuing, deliberating, voting or reviewing a case which is an action which results in a pecuniary benefit to himself.
  - e. A commission member issuing, deliberating, voting or reviewing a case concerning his spouse, children, step-child, grandchildren, parents, brother, sister, grandparents, parents in-law, grandparents in-law or member of his household.
  - f. A commission member may consider the possibility of declaring a conflict of interest if his/her home falls within a notification radius used for a Public Hearing. Because the sending of the notice automatically presumes some degree of interest, this fact should be recognized by declaring a conflict, particularly if a financial impact is likely.
  - g. A Board Member who feels, in his/her judgment that his/her job, scope of duties and/or position may be at risk, pending the outcome of the permitting process.
  - h. The Planning Commission Representative to the Appeals Board will abstain from any case where as a member of the Planning Commission he/she made a decision which resulted in the appeal.
2. A commission member shall, when he/she has a conflict of interest do the following immediately, upon the first review of the case and determining a conflict exists:
    - a. declare a conflict exists at the beginning of the meeting where the case appears on the agenda, or when the topic brought up so such declaration is recorded in the minutes, and
    - b. refrain from participating in the discussion, site inspection or review of the case, except where specific information has been requested by the commission, and
    - c. refrain from casting a vote on any motion having to do with the case.
  3. Nothing in the above shall preclude a member from recusing him or herself from the board due to a conflict and participating as a member of the public.

#### **4. MINUTES**

- 4.1 Preparation. Appeals Board minutes shall be prepared by the Secretary or Recording Secretary of the Appeals Board. The minutes shall contain a brief synopsis of the meeting, including a complete restatement of all motions and recording votes; complete statement of the conditions or recommendations made on any action; and recording of attendance. All communications, action and resolutions shall be attached to the minutes.

#### **5. OPEN MEETINGS AND FREEDOM OF INFORMATION PROVISIONS**

- 5.1 All meetings of the Appeals Board shall be open to the public and held in a place available to the general public.
- 5.2 All deliberations and decision of the Appeals Board shall be made at a meeting open to the public.

- 5.3 A person shall be permitted to address a hearing of the Appeals Board under the rules established in subsection 3.5, and to address the Appeals Board concerning non-hearing matters at the time designated for such comments.
- 5.4 A person shall not be excluded from a meeting of the Appeals Board except for breach of the peace, committed at the meeting.
- 5.5 All records, files, publications, correspondences, and other materials are available to the public for reading, copying, and other purposes as governed by the Freedom of Information Act.

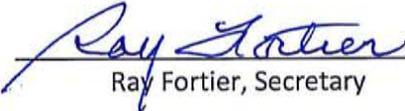
**6. ANNUAL REVIEW OF BY-LAWS**

The Appeals Board shall annually review their By-Laws at their Organizational Meeting in January after the election of Officers.

**7. AMENDMENTS**

These rules may be amended by the Appeals Board by a concurring vote to subsection 3.7, during any regular meeting, provided that all members have received an advanced copy of the proposed amendments at least three (3) days prior to the meeting at which such amendments are to be considered.

I HEREBY CERTIFY that the above Bylaws were adopted the 3rd day of January, 2013.

  
Ray Fortier, Secretary

[Annotation: As approved by the City Council at their June 2, 2009 Meeting - Council authorized the bylaw amendments for all Boards and Commissions to include the new Board Absences language; directed all boards or commissions to implement and follow these changes as Council has requested; and authorized the Mayor to sign the amended bylaws.]

[Annotation: on January 3, 2013 the Zoning Board of Appeals amended the first sentence of Section 3.5 Quorum as follows: In order for the Appeals Board to conduct business or take any official actions, a quorum consisting of at least three of the five members and two alternates of the Appeals Board shall be present.]

Approved by the City of Manistee Council

\_\_\_\_\_  
Date

\_\_\_\_\_  
Colleen Kenny, Mayor

**MANISTEE CITY ZONING BOARD OF APPEALS**

City Hall, 70 Maple Street  
Manistee, MI 49660

**ORGANIZATIONAL  
MEETING MINUTES**

January 3, 2013

A meeting of the Manistee City Zoning Board of Appeals was held on January 3, 2013 at 5:30 pm in the Council Chambers, City Hall, 70 Maple Street, Manistee, Michigan.

**MEMBERS PRESENT:** Ray Fortier, Mark Hoffman, Bill Kracht, John Perschbacher, Craig Schindlbeck

**MEMBER ABSENT:** None

**OTHERS:** Denise Blakeslee (Planning & Zoning)

The meeting was called to order at 5:30 p.m. by Chairman Perschbacher

**APPROVAL OF AGENDA:**

MOTION by Ray Fortier, seconded by Mark Hoffman to approve the Agenda as prepared.

With a voice vote this MOTION PASSED UNANIMOUSLY

**APPROVAL OF MINUTES:**

MOTION by Ray Fortier, seconded by Mark Hoffman to approve the December 19, 2012 Zoning Board of Appeals Meeting Minutes.

With a voice vote this MOTION PASSED UNANIMOUSLY

**PUBLIC HEARING:**

None

**BUSINESS SESSION:**

**Election of Officers 2013**

According to the By-Laws of the City of Manistee Zoning Board of Appeals their annual election of Officers is held at the January Organizational Meeting.

### **Chair**

At this time the meeting was turned over to Denise Blakeslee who asked for nominations for the Position of Chair.

Ray Fortier nominated John Perschbacher for the position of Chair

Nominations were asked for three times, there being no other nominations, nominations were closed.

With a roll call vote, John Perschbacher was elected Chair of the Zoning Board of Appeals for 2013, 5 to 0.

### **Vice-Chair**

Chair John Perschbacher asked for nominations for the Position of Vice-Chair.

Ray Fortier nominated Mark Hoffman for the position of Vice-Chair

Nominations were asked for three times, there being no other nominations, nominations were closed.

With a roll call vote, Mark Hoffman was elected Vice - Chair of the Zoning Board of Appeals for 2013, 5 to 0.

### **Secretary**

Chair John Perschbacher asked for nominations for the Position of Secretary.

Mark Hoffman nominated Ray Fortier for the position of Secretary.

Nominations were asked for three times, there being no other nominations, nominations were closed.

With a roll call vote, Ray Fortier was elected Secretary of the Zoning Board of Appeals for 2013, 5 to 0.

### **Appointment of a Recording Secretary 2013**

Once Elected the Secretary may appoint a Recording Secretary to handle the administrative functions of the office.

Ray Fortier appointed Denise Blakeslee to act as the Recording Secretary for the Zoning Board of Appeals for the year 2013.

**By Law Review**

According to the By-Laws of the City of Zoning Board of Appeals shall annually review their By-Laws at the January Organizational Meeting.

On January 2, 2013 City Council approved amending Article 25 Zoning Board of Appeals Section 2501 Membership, Terms of Office (Paragraph 3) as follows:

*...Council, by a majority vote of the members serving, may appoint up to two (2) alternate members, who shall serve for three (3) years.*

With the change to the Ordinance staff reviewed the Zoning Board of Appeals By-Laws and recommend changing Section 3.5 Quorum as follows:

- 3.5 Quorum. In order for the Appeals Board to conduct business or take any official actions, a quorum consisting of at least three ~~of the five members and two alternates~~ of the Appeals Board shall be present. When a quorum is not present, no official action, except for the closing of the meeting may take place. The members of the Appeals Board may discuss matters of interest, but shall take no action until the next regular or special meeting. All public hearings without a quorum shall be scheduled for the next regular or special meeting and no additional public notice is required provided the date, time and place is announced at the meeting.

Members and staff also discussed Section 3.9 Voting

MOTION by Ray Fortier, seconded by Bill Kracht to amend Section 3.5 Quorum of the City of Manistee Zoning Board of Appeals By-Laws to read as follows:

- 3.5 Quorum. In order for the Appeals Board to conduct business or take any official actions, a quorum consisting of at least three members of the Appeals Board shall be present. When a quorum is not present, no official action, except for the closing of the meeting may take place. The members of the Appeals Board may discuss matters of interest, but shall take no action until the next regular or special meeting. All public hearings without a quorum shall be scheduled for the next regular or special meeting and no additional public notice is required provided the date, time and place is announced at the meeting.

With a Roll Call vote this motion passed 5 to 0.

5 - Yes            Hoffman, Schindlbeck, Fortier, Kracht, Perschbacher  
0 - No            None

**Old Business:**

None

**Other Business of the Appeals Board:**

Chair Perschbacher thanked the members and staff for their service on the board and a special thank you to Member Kracht for still attending meetings during his recent illness.

**QUESTIONS, CONCERNS OF CITIZENS IN ATTENDANCE:**

None

**ADJOURNMENT:**

There being no further business meeting MOTION by Ray Fortier, seconded by Bill Kracht the meeting be adjourned.

Meeting adjourned at 5:45 p.m.

Respectfully Submitted

\_\_\_\_\_  
Denise J. Blakeslee, Recording Secretary



## 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 terms ending 09/30/17. Purpose: Establishes compensation for city council members.

**HISTORIC DISTRICT COMMISSION.** Two vacancies – three year terms ending 02/28/16. Purpose: Historic preservation.

**PEG COMMISSION.** Two vacancies – three year terms ending 12/31/15. Purpose: Oversees operation of Manistee Public Access Television.

**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 January 15, 2013 City Council meeting when appointments will be made.

**APPLICANTS NEEDED  
CITY OF MANISTEE**

**BOARD OF REVIEW.** (1) regular member - unexpired term ending 12/31/13. Applicants shall be taxpaying electors of the City who are owners of property assessed for taxes in the City and, at the time of their appointment, are neither elected or appointed officials of the City.

Application forms are available at the City Clerk's office, 70 Maple Street or <http://www.manisteemi.gov> . Appointments will be made at the January 2, 2013 City Council meeting.



### APPLICATION FOR APPOINTMENT

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

BOARD OR COMMISSION APPLIED FOR: Historic Commission

NAME: David Carlson

ADDRESS: 100 Oak St., Apt. 203

PHONE: (Home) 231-233-3341 (Work) \_\_\_\_\_

E-MAIL: \_\_\_\_\_ ( ) personal or ( ) work

I want to volunteer for this position because:

I am a charter member and have the background  
knowledge of the Historic District as well  
as a charter mber of the DDA,

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

50 years on River Street

Feel free to attach any additional information.

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

David Carlson  
Signature

12-24-12  
Dated

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



RECEIVED

JAN 03 2013

CITY OF MANISTEE  
CLERK/TREASURER

### APPLICATION FOR APPOINTMENT

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

BOARD OR COMMISSION APPLIED FOR: HISTORIC DISTRICT COMMISSION

NAME: John H. Perschbacher

ADDRESS: 420 Third Street  
Manistee, MI 49660

PHONE: (Home) 723-9803 (Work) none

E-MAIL: none ( ) personal or ( ) work

I want to volunteer for this position because:

I have been on this commission since it was began in 2007.  
I have been the vice chair ever since 2007 when it  
was started, I believe I have been a valuable contributor.

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

If more info is needed I direct you to review the  
info I supplied when I first applied in 2007.

Feel free to attach any additional information.

I  (will) (will not) be able to attend the Council meeting. Please circle one.  
*But only if I am informed my attendance is needed*

John Perschbacher Dec 30, 2012  
Signature Dated

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



### APPLICATION FOR APPOINTMENT

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

BOARD OR COMMISSION APPLIED FOR: PEG

NAME: Daniel James Wzsesinski  
ADDRESS: 515 Maple St Apt #3  
Manistee, MI 49660

PHONE: (Home) (231) 690-5935 (Work) \_\_\_\_\_

E-MAIL: danski430@yahoo.com  personal or  work

I want to volunteer for this position because:

I have been on the commission for 8 years and wish to continue serving.  
I have an extensive background in broadcasting and cinematic arts, and  
possess much knowledge in the area of TV, journalism, broadcast law, and film.

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Feel free to attach any additional information.

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

Daniel James Wzsesinski 1-10-13  
Signature Dated

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