



CITY COUNCIL

August 1, 2022

1. Call to Order – 7:00 P.M. – City Council Chambers
2. Recitation – Pledge of Allegiance to the Flag of the United States of America
3. Roll Call
4. Consent Agenda – Adoption of a proposed resolution that would confirm approval of the following:
 - (a) July 18, 2022 regular session City Council meeting minutes
 - (b) Acknowledge receipt of a report concerning certain administrative transactions since July 18, 2022
5. Miscellaneous Public Comments
6. City Manager Updates
7. Appointments – Consideration of appointments to the Greenwood Cemetery Board, TIFA Board and Zoning Board of Appeals
8. New Business
 - (a) Adoption of a proposed resolution that would accept the Michigan Department of Natural Resources Trust Fund Project Agreement for the Winter Sports Park Hockey Rink Pavilion
 - (b) Adoption of a proposed resolution that would accept the Michigan Department of Natural Resources Trust Fund Project Agreement for the Skyline Recreation Area Land Acquisition
 - (c) Review Initiative Petition – Recreational Marihuana and options for processing petition
 - (d) Adoption of a proposed resolution that would approve and adopt updated Ward and City Convention Procedures
 - (e) Discuss and possible adoption of a proposed resolution that would discontinue Zoom platform for City Council meetings
 - (f) Discuss and possible adoption of a proposed resolution that would approve Council meeting start time change from 7:00pm to 6:00pm
 - (g) Discuss City Council meeting minutes
9. City Council Comments
10. Adjournment

Alternatively, join the meeting via the Zoom platform

<https://us02web.zoom.us/j/89527485083>

Meeting ID: 895 2748 5083

+1 646 558 8656 US (New York)

Persons with disabilities who require assistance in order to participate in the electronic public meeting should contact the City Clerk at the earliest opportunity by emailing aterry@petoskey.us or by calling 231-347-2500 to request assistance.

Persons interested in addressing the City Council during the meeting under public comment period can press the "raise hand" button or send a chat message in Zoom or by phone press *9.

Public meetings are being monitored and violations of statutes will be prosecuted.



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: August 1, 2022

PREPARED: July 28, 2022

AGENDA SUBJECT: Consent Agenda Resolution

RECOMMENDATION: That the City Council approve this proposed resolution

The City Council will be asked to adopt a resolution that would approve the following consent agenda items:

- (1) Draft minutes of the July 18, 2022 regular session City Council meeting; and
- (2) Acknowledge receipt of a report from the City Manager concerning all checks that have been issued since July 18, 2022 for contract and vendor claims at \$1,234,204.80, intergovernmental claims at \$647,665.21, and the July 21 payroll at \$265,057.57 for a total of \$2,146,927.58.

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Enclosures



CITY COUNCIL

July 18, 2022

A regular meeting of the City of Petoskey City Council was held in the City Hall Council Chambers, Petoskey, Michigan, on Monday, July 18, 2022. This meeting was called to order at 7:00 P.M.; then, after a recitation of the Pledge of Allegiance to the Flag of the United States of America, a roll call then determined that the following were

Present: John Murphy, Mayor
Tina DeMoore, City Councilmember
Derek Shiels, City Councilmember
Brian Wagner, City Councilmember
Lindsey Walker, City Councilmember

Absent: None

Also in attendance were City Manager Shane Horn, Clerk-Treasurer Alan Terry, Public Safety Director Matthew Breed, Parks and Recreation Director Kendall Klingelsmith and Executive Assistant Sarah Bek.

Hear Proclamation

Mayor Murphy acknowledged Mikey Griffes as “The Kite Flying Ambassador” and read the following proclamation:

WHEREAS, kite flying renews dreams of free spirit, hope and independence; and

WHEREAS, watching a flying kite renews thoughts of youth and dreams; and

WHEREAS, residents, tourists and visitors have enjoyed the striking view of large kites flying over 450’ at Bayfront Park; and

WHEREAS, the kites encourage a great recreational activity; and

WHEREAS, people of all ages have been welcomed to interact with “The Kite Man” and discuss kite flying; and

WHEREAS, those driving along US-131 and at the waterfront are likely to view the kites:

NOW, THEREFORE, I, John Murphy, Mayor of the City of Petoskey, do hereby proclaim and acknowledge with thanks and appreciation, Mikey Griffes, as “The Kite Flying Ambassador” for the City of Petoskey.

Hear Michigan Street Traffic Study Presentation

Public Safety Director Breed gave a brief presentation on the Michigan Street Traffic Study after a Councilmember requested an update. Chief Breed reviewed speed data; that speed device was used twice to record data from middle of March to middle of July; reviewed data recorded and that speeds averaged under 30mph; that data was based on speed, volume and crash reports; that there is a perception that speeding is happening on Michigan Street, but based on data speed is not an issue; and that volume could be influenced by State Street and East Lake Street construction.

Councilmembers discussed averages; commented that a few fast cars give perception of many; discussed how time of day influences speed and volume; and appreciated the data and being able to share with the community.

Chief Breed responded that data is unbiased and ongoing and that peak traffic was faster after 5pm vs. during school hours/traffic.

Consent Agenda - Resolution No. 19672

Councilmember DeMoore commented that her statement concerning her position on ADUs be incorporated or summarized and included in the June 20, 2022 minutes. The City Clerk reviewed what should be included as part of Council minutes and the City Manager mentioned he sent out a handbook provided by Michigan Municipal League concerning agendas and minutes. Council agreed to discuss minutes at a future meeting.

Following introduction of the consent agenda for this meeting of July 18, 2022, City Councilmember Walker moved that, seconded by City Councilmember Shiels adoption of the following resolution:

BE IT RESOLVED that the City Council does and hereby confirms that the draft minutes of the June 20, 2022 regular session City Council meeting be and are hereby approved with addition of Councilmember DeMoore's comments; and

BE IT RESOLVED that receipt by the City Council of a report concerning all checks that had been issued since June 20, 2022 for contract and vendor claims at \$1,234,204.80, intergovernmental claims at \$0 and the June 23 and July 7 payrolls at \$488,711.74, for a total of \$1,722,916.54 be and is hereby acknowledged.

Said resolution was adopted by the following vote:

AYES: DeMoore, Shiels, Wagner, Walker, Murphy (5)
NAYS: None (0)

Hear Public Comment

Mayor Murphy asked for public comments and heard a suggestion for the City to look in to a public participation platform such as a text messaging application to increase public engagement and heard a concern on unoccupied buildings in town and the safety issues involved.

City Council requested to have vacant buildings placed on a future agenda for discussion and discussed code enforcement issues.

Hear City Manager Updates

The City Manager reviewed that he has had a lot of meet and greets the last few weeks with staff, elected officials and community stakeholders; that the City received its last ARPA payment for a total of \$604,890.67 in ARPA funding; reviewed the Finance Director recruitment status and that the application deadline is July 29; that the City Assessor resigned and his last day is August 5; reviewed status of State Street and East Lake Street construction projects; that DTE will be in the area completing natural gas upgrades; that he attended the City Convention and gave kudos to Councilmembers and citizens on the process and the engagement with neighbors; reviewed potential Council meeting time change and work sessions and continuation of Zoom; and reviewed the grassroots efforts of "Friends of the Winter Sports Park" fundraiser to create an all-season pavilion at the Winter Sports Park.

Approve Board & Commission Appointments – Resolution No. 19673-19677

Mayor Murphy reviewed that City Council consider the following appointments.

City Councilmember Wagner moved that, seconded by City Councilmember Shiels adoption of the following resolution:

BE IT RESOLVED that the City Council does and hereby approves the appointment of City Manager Shane Horn to fill a vacated, unexpired term of July 1, 2024, and reappointment of City Assessor Robert Englebrecht and Clerk-Treasurer Alan Terry, both for three-year terms ending July 2025, all to the Building Authority Board of Commissioners.

Said resolution was adopted by the following vote:

AYES: DeMoore, Shiels, Wagner, Walker, Murphy (5)

NAYS: None (0)

Resolution No. 19674

City Councilmember DeMoore moved that, seconded by City Councilmember Walker adoption of the following resolution:

BE IT RESOLVED that the City Council does and hereby approves the appointment of City Manager Shane Horn to the Election Commission to fill a vacated term.

Said resolution was adopted by the following vote:

AYES: DeMoore, Shiels, Wagner, Walker, Murphy (5)

NAYS: None (0)

Resolution No. 19675

City Councilmember DeMoore moved that, seconded by City Councilmember Shiels adoption of the following resolution:

BE IT RESOLVED that the City Council does and hereby approves the appointment of City Manager Shane Horn to the Emmet-Charlevoix-Cheboygan Central Dispatch Authority Board to fill an alternate position for Emmet County.

Said resolution was adopted by the following vote:

AYES: DeMoore, Shiels, Wagner, Walker, Murphy (5)

NAYS: None (0)

Resolution No. 19676

City Councilmember DeMoore moved that, seconded by City Councilmember Walker adoption of the following resolution:

BE IT RESOLVED that the City Council does and hereby approves the appointment of Frank Lamberti, 919 Waukazoo Avenue, to the Greenwood Cemetery Board to fill a vacated term ending May 2026.

Said resolution was adopted by the following vote:

AYES: DeMoore, Shiels, Wagner, Walker, Murphy (5)

NAYS: None (0)

Resolution No. 19677

City Councilmember Shiels moved that, seconded by City Councilmember Walker adoption of the following resolution:

BE IT RESOLVED that the City Council does and hereby approves the appointment of Doug Buck, 822 Grove Street, to the Planning Commission to fill a vacated term ending August 2023.

Said resolution was adopted by the following vote:

AYES: DeMoore, Shiels, Wagner, Walker, Murphy (5)

NAYS: None (0)

Approve Acting City Manager Designation – Resolution No. 19678

The City Manager reviewed that City Charter provisions require that the City Manager designate by letter, filed with the City Clerk, a qualified City administrative officer to serve as Acting City Manager in case of the City Manager's absence or disability and recommended designating Michael Robbins, Public Works Director, as the Acting City Manager to serve in his absence or inability to serve.

City Councilmember Walker moved that, seconded by City Councilmember DeMoore adoption of the following resolution:

BE IT RESOLVED that the City of Petoskey City Council does and hereby concurs with the City Manager's designation of Public Works Director Michael Robbins as the Acting City Manager to serve in the City Manager's absence or incapacity.

Said resolution was adopted by the following vote:

AYES: DeMoore, Shiels, Wagner, Walker, Murphy (5)

NAYS: None (0)

Approve Appointments to MPPA Board of Commissioners – Resolution No. 19679

The City Manager reviewed that the City is a member of the Board of Commissioners for the Michigan Public Power Agency (MPPA) and needs to be represented by an authorized voting delegate at MPPA meetings which has been the Public Works Director, but with the arrival of a new City Manager representatives needed to be updated.

City Councilmember Walker moved that, seconded by City Councilmember Shiels adoption of the following resolution:

WHEREAS, the City of Petoskey is a member of the Board of Commissioners for the Michigan Public Power Agency (MPPA); and

WHEREAS, the City of Petoskey needs to be represented by an authorized voting delegate at MPPA meetings:

NOW, THEREFORE BE IT RESOLVED, that the City of Petoskey City Council hereby appoints Public Works Director Michael Robbins as its Commissioner and City Manager Shane Horn as its Alternate Commissioner.

Said resolution was adopted by the following vote:

AYES: DeMoore, Shiels, Wagner, Walker, Murphy (5)

NAYS: None (0)

Approve MPPA Member Authorized Representative Appointments – Resolution 19680

The City Manager reviewed that the City is a member of MPPA and the Board of Commissioners created the Energy Services Project; that an Energy Services Agreement must be executed which the City entered into an Energy Services Agreement and authorized MPPA to purchase electric power supplies to meet its system demands; that the agreement requires members' governing body to designate a Member Authorized Representative (MAR); and that the MAR is delegated the responsibility of binding the member into Power Purchase Commitments with MPPA.

City Councilmember Shiels moved that, seconded by City Councilmember DeMoore adoption of the following resolution:

WHEREAS, on March 11, 2009, the Michigan Public Power Agency (MPPA) Board of Commissioners by action in open meeting created the Energy Services Project (“Project”); and

WHEREAS, the City of Petoskey is a Member of MPPA; and

WHEREAS, a member joining the Project, must execute an Energy Services Agreement (“ESA”); and

WHEREAS, the City of Petoskey entered into an Energy Services Agreement that authorized MPPA to purchase electric power supplies to meet its system demands; and

WHEREAS, Section 2 of the ESA requires the Member’s Governing Body to designate a Member Authorized Representative (“MAR”); and

WHEREAS, the MAR is delegated the responsibility of binding the Member into Power Purchase Commitments with MPPA:

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Petoskey authorizes Public Works Director Michael Robbins, to serve as its Member Authorized Representative and City Manager Shane Horn as its Alternate Member Authorized Representative and to execute Power Purchase Commitments with MPPA on behalf of the City of Petoskey.

Said resolution was adopted by the following vote:

AYES: DeMoore, Shiels, Wagner, Walker, Murphy (5)

NAYS: None (0)

Approve State Waterways Grant Agreement for Additional Funding for Marina Fuel Storage Replacement Project– Resolution No. 19681

The Parks and Recreation Director reviewed that in June 2021, the City was recommended for a DNR Waterways Commission grant amount of \$125,000 for removal and replacement of the Marina fuel storage tanks with an estimated total project cost of \$250,000; that the City received four bidders ranging from \$395,000 to \$544,000 and awarded the bid to the lowest bidder which was \$145,000 over estimated project cost; staff submitted another grant application to the State to help defray costs to help fund 50% of the overage, which is \$72,500; and the City would utilize Marina Reserve Funds to match the remaining 50%.

City Councilmembers inquired if there were enough marina funds to cover budget, gave kudos to the Director on his grant efforts and inquired on project timeline. The Director noted the project would begin at the close of marina season in mid-October and is expected to be completed by early spring for the 2023 season.

City Councilmember Wagner moved that, seconded by City Councilmember Walker adoption of the following resolution:

"RESOLVED, that the City of Petoskey, Michigan, accepts the terms of the Agreement as received from the Michigan Department of Natural Resources, and that the City agrees, but not by way of limitation, as follows:

1. To appropriate the sum of Seventy Two Thousand Five Hundred (\$72,500.00) to match the Seventy Two Thousand Five Hundred dollar (\$72,500) State grant authorized by the Michigan Department of Natural Resources.

2. To maintain satisfactory financial accounts, documents, and records, and to make them available to the Michigan Department of Natural Resources for auditing at reasonable times.
3. To construct the facilities and provide the funds, services, and materials as may be necessary to satisfy the terms of the Agreement.
4. To ensure that all premises, buildings, and equipment related procedures comply with all applicable State and Federal regulations.
5. To establish and appoint the Parks and Recreation Director to regulate the use of the facilities constructed under this Agreement to assure the use thereof by the public on equal and reasonable terms.
6. To enforce all State statutes and local ordinances pertaining to marine safety and to enforce statutes of the State of Michigan within the confines of the City pertaining to the licensing of watercraft. Watercraft not fully complying with the laws of the State of Michigan relative to licensing shall not be permitted to use the facility until full compliance with those laws has been made.
7. To comply with all terms of the Agreement, including all terms not specifically set forth in the foregoing portions of this Resolution."

Said resolution was adopted by the following vote:

AYES: DeMoore, Shiels, Wagner, Walker, Murphy (5)

NAYS: None (0)

Council Comments

Mayor Murphy asked for council comments and Councilmember Walker reviewed ward convention activities and that relationships were built at conventions. Councilmember Wagner complimented City staff and the community on July 4th activities. Councilmember Shiels commented that the Winter Sports Park initiative is a powerful grassroots effort and that Tip of the Mitt Watershed Council has a green stormwater initiative survey online and encouraged all residents to complete. Councilmember DeMoore commented that conventions were terrific and constructive comments show how to be better and that Art in the Park is an impressive community event. Mayor Murphy reported that he had been asked to serve on the Tip of the Mitt Watershed Board; that a public art commission is being setup to implement art city-wide; and that the City is fortunate to have good staff and is a desirable community.

There being no further business to come before the City Council, this July 18, 2022, meeting of the City Council adjourned at 8:48 P.M.

John Murphy, Mayor

Alan Terry, Clerk-Treasurer

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Invoice GL Account Title	Check Amount
07/22	07/20/2022	97714	5H Irrigation & Maintenance	204-444-802.000	Contracted Services	197.14
07/22	07/20/2022	97715	Access Locksmithing Inc.	101-789-802.000	Contracted Services	180.00
07/22	07/20/2022	97715	Access Locksmithing Inc.	101-770-802.000	Contracted Services	112.49
07/22	07/20/2022	97716	Airgas USA LLC	592-546-775.000	Materials & Supplies	150.00
07/22	07/20/2022	97717	All Scapes LLC	204-460-802.000	BH Contracted Services	2,980.00
07/22	07/20/2022	97718	Allyson Brunette Consulting LLC	514-587-802.000	Contracted Services	4,606.74
07/22	07/20/2022	97719	Amazon Credit Plan	271-790-751.000	Office/Library Supplies	85.83
07/22	07/20/2022	97719	Amazon Credit Plan	271-790-760.000	Books - Adult	15.94
07/22	07/20/2022	97719	Amazon Credit Plan	271-790-760.200	Books - Young Adult	6.56
07/22	07/20/2022	97719	Amazon Credit Plan	271-790-752.000	Building Supplies	259.90
07/22	07/20/2022	97719	Amazon Credit Plan	271-790-880.000	Community Outreach	75.96
07/22	07/20/2022	97719	Amazon Credit Plan	271-790-760.000	Books - Adult	17.99
07/22	07/20/2022	97719	Amazon Credit Plan	271-790-958.000	Programming - Children	72.53
07/22	07/20/2022	97719	Amazon Credit Plan	271-790-760.400	Periodicals	12.00
07/22	07/20/2022	97719	Amazon Credit Plan	271-790-958.200	Programming - Young Adult	57.28
07/22	07/20/2022	97719	Amazon Credit Plan	271-790-761.200	Audio Visual - Young Adult	162.17
07/22	07/20/2022	97720	American Water Works Assoc.	592-549-915.000	Education & Training	85.00
07/22	07/20/2022	97721	APX INC.	582-588-915.000	Memberships & Dues	54.56
07/22	07/20/2022	97722	AT & T MOBILITY	514-587-920.000	Public Utilities	258.91
07/22	07/20/2022	97723	AT&T	582-593-850.000	Communications	126.00
07/22	07/20/2022	97723	AT&T	592-560-850.000	Communications	103.68
07/22	07/20/2022	97723	AT&T	592-558-920.000	Public Utilities	45.33
07/22	07/20/2022	97724	AT&T Long Distance	101-345-850.000	Communications	40.89
07/22	07/20/2022	97725	B & G Enterprises LLC	101-345-802.100	Contracted Services-Station W	475.00
07/22	07/20/2022	97726	Ballard's Plumbing & Heating	592-545-802.000	Contracted Services	854.92
07/22	07/20/2022	97726	Ballard's Plumbing & Heating	592-545-802.000	Contracted Services	2,175.31
07/22	07/20/2022	97726	Ballard's Plumbing & Heating	592-545-802.000	Contracted Services	1,016.15
07/22	07/20/2022	97727	Baytees	101-770-767.000	Uniforms	318.75
07/22	07/20/2022	97728	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	16,749.14
07/22	07/20/2022	97728	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	11,594.52
07/22	07/20/2022	97728	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	4,341.35
07/22	07/20/2022	97728	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	4,470.63
07/22	07/20/2022	97728	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	7,212.01
07/22	07/20/2022	97728	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	7,831.99
07/22	07/20/2022	97729	Blue Care Network	101-172-724.000	Fringe Benefits	3,172.11
07/22	07/20/2022	97729	Blue Care Network	101-201-724.000	Fringe Benefits	3,489.32
07/22	07/20/2022	97729	Blue Care Network	101-215-724.000	Fringe Benefits	396.52
07/22	07/20/2022	97729	Blue Care Network	101-215-724.000	Fringe Benefits	547.19
07/22	07/20/2022	97729	Blue Care Network	101-268-724.000	Fringe Benefits	1,177.64
07/22	07/20/2022	97729	Blue Care Network	101-345-724.000	Fringe Benefits	12,450.53
07/22	07/20/2022	97729	Blue Care Network	101-789-724.000	Fringe Benefits	666.14
07/22	07/20/2022	97729	Blue Care Network	271-790-724.000	Fringe Benefits	5,471.90
07/22	07/20/2022	97729	Blue Care Network	514-587-724.000	Fringe Benefits	396.52
07/22	07/20/2022	97729	Blue Care Network	582-588-724.000	Fringe Benefits	3,330.71
07/22	07/20/2022	97729	Blue Care Network	592-549-724.000	Fringe Benefits	3,632.06
07/22	07/20/2022	97729	Blue Care Network	592-560-724.000	Fringe Benefits	1,189.54
07/22	07/20/2022	97729	Blue Care Network	101-400-724.000	Fringe Benefits	190.33
07/22	07/20/2022	97729	Blue Care Network	101-441-724.000	Fringe Benefits	1,141.96
07/22	07/20/2022	97729	Blue Care Network	101-754-724.000	Fringe Benefits	535.30
07/22	07/20/2022	97729	Blue Care Network	101-756-724.000	Fringe Benefits	1,562.25
07/22	07/20/2022	97729	Blue Care Network	101-770-724.000	Fringe Benefits	2,458.40
07/22	07/20/2022	97729	Blue Care Network	101-773-724.000	Fringe Benefits	285.49
07/22	07/20/2022	97730	BLUE CROSS\BLUE SHIELD - MICH.	101-441-724.000	Fringe Benefits	1,262.18
07/22	07/20/2022	97730	BLUE CROSS\BLUE SHIELD - MICH.	101-345-724.000	Fringe Benefits	7,068.20
07/22	07/20/2022	97730	BLUE CROSS\BLUE SHIELD - MICH.	204-481-724.000	Fringe Benefits	1,009.74
07/22	07/20/2022	97730	BLUE CROSS\BLUE SHIELD - MICH.	271-790-724.000	Fringe Benefits	1,262.18

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Invoice GL Account Title	Check Amount
07/22	07/20/2022	97730	BLUE CROSS\BLUE SHIELD - MICH.	582-588-724.000	Fringe Benefits	1,727.76
07/22	07/20/2022	97730	BLUE CROSS\BLUE SHIELD - MICH.	204-481-724.000	Fringe Benefits	420.72
07/22	07/20/2022	97730	BLUE CROSS\BLUE SHIELD - MICH.	271-790-724.000	Fringe Benefits	420.72
07/22	07/20/2022	97730	BLUE CROSS\BLUE SHIELD - MICH.	101-400-724.000	Fringe Benefits	1,009.74
07/22	07/20/2022	97730	BLUE CROSS\BLUE SHIELD - MICH.	592-549-724.000	Fringe Benefits	4,627.98
07/22	07/20/2022	97730	BLUE CROSS\BLUE SHIELD - MICH.	101-201-724.000	Fringe Benefits	420.72
07/22	07/20/2022	97730	BLUE CROSS\BLUE SHIELD - MICH.	204-481-724.000	Fringe Benefits	420.72
07/22	07/20/2022	97730	BLUE CROSS\BLUE SHIELD - MICH.	101-208-724.000	Fringe Benefits	504.87
07/22	07/20/2022	97730	BLUE CROSS\BLUE SHIELD - MICH.	592-560-724.000	Fringe Benefits	504.87
07/22	07/20/2022	97730	BLUE CROSS\BLUE SHIELD - MICH.	204-481-724.000	Fringe Benefits	1,262.18
07/22	07/20/2022	97730	BLUE CROSS\BLUE SHIELD - MICH.	514-587-724.000	Fringe Benefits	420.72
07/22	07/20/2022	97730	BLUE CROSS\BLUE SHIELD - MICH.	514-587-724.000	Fringe Benefits	420.72
07/22	07/20/2022	97731	Border States Industries Inc.	582-010-111.000	Inventory - Materials	22,161.00
07/22	07/20/2022	97732	BSN Sports Inc.	101-756-775.000	Materials & Supplies	186.87
07/22	07/20/2022	97732	BSN Sports Inc.	101-756-778.000	Playground & Athletic Equip.	428.96
07/22	07/20/2022	97733	Carrier & Gable Inc.	582-590-775.000	Materials & Supplies	10,395.00
07/22	07/20/2022	97734	Char-Em United Way	701-000-230.800	United Fund	49.75
07/22	07/20/2022	97735	CHARLEVOIX PUBLIC LIBRARY	271-790-955.000	Miscellaneous	30.00
07/22	07/20/2022	97736	CivicPlus LLC	101-215-802.000	Contracted Services	275.00
07/22	07/20/2022	97737	Consumers Energy	202-475-920.000	Public Utilities	107.72
07/22	07/20/2022	97737	Consumers Energy	592-558-920.000	Public Utilities	45.01
07/22	07/20/2022	97737	Consumers Energy	592-558-920.000	Public Utilities	92.78
07/22	07/20/2022	97737	Consumers Energy	592-558-920.000	Public Utilities	125.17
07/22	07/20/2022	97737	Consumers Energy	592-538-920.000	Public Utilities	6,224.59
07/22	07/20/2022	97737	Consumers Energy	592-558-920.000	Public Utilities	67.59
07/22	07/20/2022	97737	Consumers Energy	592-558-920.000	Public Utilities	193.82
07/22	07/20/2022	97737	Consumers Energy	592-558-920.000	Public Utilities	305.20
07/22	07/20/2022	97737	Consumers Energy	592-558-920.000	Public Utilities	87.78
07/22	07/20/2022	97737	Consumers Energy	592-558-920.000	Public Utilities	50.42
07/22	07/20/2022	97737	Consumers Energy	592-558-920.000	Public Utilities	327.61
07/22	07/20/2022	97738	Cummins Inc.	592-555-802.000	Contracted Services	559.45
07/22	07/20/2022	97739	David L Hoffman Landscaping & Nursery	204-470-802.000	Contracted Services	1,339.00
07/22	07/20/2022	97739	David L Hoffman Landscaping & Nursery	203-451-802.000	Contracted Services	2,199.00
07/22	07/20/2022	97739	David L Hoffman Landscaping & Nursery	204-444-802.000	Contracted Services	660.00
07/22	07/20/2022	97739	David L Hoffman Landscaping & Nursery	592-020-342.000	Distribution System	1,375.00
07/22	07/20/2022	97739	David L Hoffman Landscaping & Nursery	592-025-343.000	Distribution Systems	1,155.00
07/22	07/20/2022	97739	David L Hoffman Landscaping & Nursery	582-020-360.000	Distribution System	109.00
07/22	07/20/2022	97739	David L Hoffman Landscaping & Nursery	202-451-802.000	Contracted Services	2,584.00
07/22	07/20/2022	97739	David L Hoffman Landscaping & Nursery	204-444-802.000	Contracted Services	1,034.00
07/22	07/20/2022	97739	David L Hoffman Landscaping & Nursery	592-020-342.000	Distribution System	517.00
07/22	07/20/2022	97739	David L Hoffman Landscaping & Nursery	592-025-343.000	Distribution Systems	517.00
07/22	07/20/2022	97739	David L Hoffman Landscaping & Nursery	582-020-360.000	Distribution System	516.00
07/22	07/20/2022	97740	Derrer Oil Co.	661-598-759.000	Gas & Oil	3,110.78
07/22	07/20/2022	97741	Duncan Parking Technologies Inc	514-587-802.000	Contracted Services	2,200.50
07/22	07/20/2022	97742	Dunn's Business Solutions	101-172-751.000	Office Supplies	11.31
07/22	07/20/2022	97742	Dunn's Business Solutions	101-201-751.000	Office Supplies	11.31
07/22	07/20/2022	97742	Dunn's Business Solutions	101-208-751.000	Office Supplies	7.92
07/22	07/20/2022	97742	Dunn's Business Solutions	101-257-751.000	Office Supplies	5.66
07/22	07/20/2022	97742	Dunn's Business Solutions	101-215-751.000	Office Supplies	6.79
07/22	07/20/2022	97742	Dunn's Business Solutions	101-345-751.000	Office Supplies	29.41
07/22	07/20/2022	97742	Dunn's Business Solutions	101-400-751.000	Office Supplies	5.66
07/22	07/20/2022	97742	Dunn's Business Solutions	101-441-751.000	Office Supplies	16.97
07/22	07/20/2022	97742	Dunn's Business Solutions	101-770-751.000	Office Supplies	3.39
07/22	07/20/2022	97742	Dunn's Business Solutions	101-773-775.000	Materials & Supplies	1.13
07/22	07/20/2022	97742	Dunn's Business Solutions	101-756-751.000	Office Supplies	11.31
07/22	07/20/2022	97742	Dunn's Business Solutions	101-789-751.000	Office Supplies	2.26

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07/22	07/20/2022	97742	Dunn's Business Solutions	101-172-751.000	Office Supplies	6.95
07/22	07/20/2022	97742	Dunn's Business Solutions	101-201-751.000	Office Supplies	6.95
07/22	07/20/2022	97742	Dunn's Business Solutions	101-208-751.000	Office Supplies	4.86
07/22	07/20/2022	97742	Dunn's Business Solutions	101-257-751.000	Office Supplies	3.47
07/22	07/20/2022	97742	Dunn's Business Solutions	101-215-751.000	Office Supplies	4.17
07/22	07/20/2022	97742	Dunn's Business Solutions	101-345-751.000	Office Supplies	18.07
07/22	07/20/2022	97742	Dunn's Business Solutions	101-400-751.000	Office Supplies	3.47
07/22	07/20/2022	97742	Dunn's Business Solutions	101-441-751.000	Office Supplies	10.42
07/22	07/20/2022	97742	Dunn's Business Solutions	101-770-751.000	Office Supplies	2.08
07/22	07/20/2022	97742	Dunn's Business Solutions	101-773-775.000	Materials & Supplies	.69
07/22	07/20/2022	97742	Dunn's Business Solutions	101-756-751.000	Office Supplies	6.95
07/22	07/20/2022	97742	Dunn's Business Solutions	101-789-751.000	Office Supplies	1.41
07/22	07/20/2022	97743	Emmet County Treasurer	703-040-222.222	Due County - 2022	238,243.53
07/22	07/20/2022	97743	Emmet County Treasurer	703-040-222.222	Due County - 2022	14,991.49
07/22	07/20/2022	97743	Emmet County Treasurer	703-040-228.222	Due County Set - 2022	303,316.33
07/22	07/20/2022	97744	Englebrecht, Robert	101-257-802.100	Contracted Services - Assessor	3,750.00
07/22	07/20/2022	97745	Factor Systems LLC	101-208-803.000	Contracted Services - Billing	3,870.65
07/22	07/20/2022	97746	Gibby's Garage	582-593-930.000	Building Repair & Maintenance	70.00
07/22	07/20/2022	97746	Gibby's Garage	203-475-802.000	Contracted Services	70.00
07/22	07/20/2022	97746	Gibby's Garage	661-598-931.000	Equipment Repair	315.00
07/22	07/20/2022	97746	Gibby's Garage	661-598-932.000	Vehicle Repair & Maintenance	805.00
07/22	07/20/2022	97746	Gibby's Garage	101-770-802.000	Contracted Services	105.00
07/22	07/20/2022	97746	Gibby's Garage	582-593-930.000	Building Repair & Maintenance	245.00
07/22	07/20/2022	97746	Gibby's Garage	661-598-931.000	Equipment Repair	105.00
07/22	07/20/2022	97746	Gibby's Garage	661-598-932.000	Vehicle Repair & Maintenance	910.00
07/22	07/20/2022	97747	Gordon Food Service	101-756-808.010	Kid's Camp	64.42
07/22	07/20/2022	97747	Gordon Food Service	101-756-808.010	Kid's Camp	101.94
07/22	07/20/2022	97747	Gordon Food Service	101-770-775.000	Materials & Supplies	24.96
07/22	07/20/2022	97747	Gordon Food Service	661-598-751.000	Office Supplies	11.41
07/22	07/20/2022	97747	Gordon Food Service	204-481-751.000	Office Supplies	11.41
07/22	07/20/2022	97747	Gordon Food Service	582-588-751.000	Office Supplies	11.41
07/22	07/20/2022	97747	Gordon Food Service	582-593-751.000	Office Supplies	11.41
07/22	07/20/2022	97747	Gordon Food Service	592-549-751.000	Office Supplies	11.41
07/22	07/20/2022	97747	Gordon Food Service	592-560-751.000	Office Supplies	11.41
07/22	07/20/2022	97747	Gordon Food Service	101-789-775.000	Materials & Supplies	41.98
07/22	07/20/2022	97747	Gordon Food Service	101-773-775.000	Materials & Supplies	48.98
07/22	07/20/2022	97747	Gordon Food Service	101-756-808.010	Kid's Camp	25.65
07/22	07/20/2022	97747	Gordon Food Service	101-756-808.100	Skiing	52.93
07/22	07/20/2022	97748	Great Lakes Energy	592-538-920.000	Public Utilities	42.87
07/22	07/20/2022	97748	Great Lakes Energy	592-558-920.000	Public Utilities	60.27
07/22	07/20/2022	97748	Great Lakes Energy	101-345-920.100	Public Utilities-Station West	282.17
07/22	07/20/2022	97748	Great Lakes Energy	592-538-920.000	Public Utilities	47.07
07/22	07/20/2022	97748	Great Lakes Energy	592-558-920.000	Public Utilities	72.94
07/22	07/20/2022	97749	IR Electric Motor Service	592-554-802.000	Contracted Services	280.00
07/22	07/20/2022	97749	IR Electric Motor Service	592-554-802.000	Contracted Services	585.50
07/22	07/20/2022	97749	IR Electric Motor Service	592-558-802.000	Contracted Services	5,010.00
07/22	07/20/2022	97750	K & J Septic Service LLC	592-554-702.000	Salaries & Wages	325.00
07/22	07/20/2022	97751	LAKE AREA COLLISION INC.	661-081-682.000	Other	500.00
07/22	07/20/2022	97752	LEAF	592-549-751.000	Office Supplies	162.97
07/22	07/20/2022	97753	Little Traverse Disposal	271-790-802.000	Contracted Services	145.00
07/22	07/20/2022	97754	MARCO LLC	203-451-802.000	Contracted Services	160.00
07/22	07/20/2022	97755	McLaren Corporate Services Systoc	101-345-802.000	Contracted Services	93.00
07/22	07/20/2022	97755	McLaren Corporate Services Systoc	101-345-802.000	Contracted Services	93.00
07/22	07/20/2022	97755	McLaren Corporate Services Systoc	592-549-802.000	Contracted Services	46.00
07/22	07/20/2022	97755	McLaren Corporate Services Systoc	592-560-802.000	Contracted Services	46.00
07/22	07/20/2022	97756	Meengs, William	101-257-802.200	Contracted Services - B.O.R.	50.00

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07/22	07/20/2022	97757	Meyer Ace Hardware	582-590-775.000	Materials & Supplies	39.58
07/22	07/20/2022	97757	Meyer Ace Hardware	101-789-775.000	Materials & Supplies	480.00
07/22	07/20/2022	97758	Michigan Officeways Inc.	271-790-751.000	Office/Library Supplies	49.71
07/22	07/20/2022	97759	Michigan Pure Ice	101-789-775.000	Materials & Supplies	91.00
07/22	07/20/2022	97760	Northern Copy Express Inc.	101-101-751.000	Office Supplies	265.00
07/22	07/20/2022	97761	OCLC Inc.	271-790-802.000	Contracted Services	572.30
07/22	07/20/2022	97762	OHM Advisors	271-790-802.000	Contracted Services	5,460.00
07/22	07/20/2022	97763	P.C. Lawn Care	202-467-802.000	Contracted Services	2,347.50
07/22	07/20/2022	97763	P.C. Lawn Care	203-467-802.000	Contracted Services	417.50
07/22	07/20/2022	97763	P.C. Lawn Care	592-537-802.000	Contracted Services	1,345.00
07/22	07/20/2022	97763	P.C. Lawn Care	592-543-802.000	Contracted Services	160.00
07/22	07/20/2022	97763	P.C. Lawn Care	592-554-802.000	Contracted Services	635.00
07/22	07/20/2022	97763	P.C. Lawn Care	592-558-802.000	Contracted Services	1,337.50
07/22	07/20/2022	97764	Peninsula Fiber Network LLC	271-790-850.000	Communications	89.10
07/22	07/20/2022	97764	Peninsula Fiber Network LLC	101-228-850.000	Communications	446.00
07/22	07/20/2022	97765	Petoskey Public Schools	703-040-236.222	Due P.P.S./Operating - 2022	489,484.63
07/22	07/20/2022	97765	Petoskey Public Schools	703-040-237.222	Due P.P.S./Debt - 2022	72,586.50
07/22	07/20/2022	97765	Petoskey Public Schools	703-040-237.222	Due P.P.S./Debt - 2022	42,995.91
07/22	07/20/2022	97766	Plunkett Cooney	101-266-802.000	Contracted Services	1,997.20
07/22	07/20/2022	97766	Plunkett Cooney	101-266-802.000	Contracted Services	960.00
07/22	07/20/2022	97766	Plunkett Cooney	101-257-802.000	Contracted Services	772.50
07/22	07/20/2022	97766	Plunkett Cooney	101-266-802.000	Contracted Services	4,586.87
07/22	07/20/2022	97767	Siemens Energy Inc	582-020-388.000	Substations and Structures	3,580.19
07/22	07/20/2022	97768	Spectrum Business	101-172-850.000	Communications	85.23
07/22	07/20/2022	97768	Spectrum Business	101-201-850.000	Communications	68.18
07/22	07/20/2022	97768	Spectrum Business	101-208-850.000	Communications	42.61
07/22	07/20/2022	97768	Spectrum Business	101-257-850.000	Communications	42.61
07/22	07/20/2022	97768	Spectrum Business	101-215-850.000	Communications	34.09
07/22	07/20/2022	97768	Spectrum Business	101-345-850.000	Communications	93.75
07/22	07/20/2022	97768	Spectrum Business	101-345-850.100	Communications-Station West	186.54
07/22	07/20/2022	97768	Spectrum Business	101-770-850.000	Communications	119.98
07/22	07/20/2022	97768	Spectrum Business	592-560-850.000	Communications	38.30
07/22	07/20/2022	97768	Spectrum Business	101-345-850.000	Communications	70.46
07/22	07/20/2022	97768	Spectrum Business	514-587-802.100	Cont. Svcs - Downtown Office	137.57
07/22	07/20/2022	97768	Spectrum Business	582-593-850.000	Communications	38.19
07/22	07/20/2022	97768	Spectrum Business	582-588-850.000	Communications	99.99
07/22	07/20/2022	97768	Spectrum Business	582-588-850.000	Communications	99.99
07/22	07/20/2022	97768	Spectrum Business	582-593-850.000	Communications	34.09
07/22	07/20/2022	97768	Spectrum Business	592-549-850.000	Communications	51.14
07/22	07/20/2022	97768	Spectrum Business	592-560-850.000	Communications	51.14
07/22	07/20/2022	97768	Spectrum Business	101-770-850.000	Communications	17.05
07/22	07/20/2022	97768	Spectrum Business	101-773-850.000	Communications	17.05
07/22	07/20/2022	97768	Spectrum Business	101-789-850.000	Communications	17.05
07/22	07/20/2022	97768	Spectrum Business	101-400-850.000	Communications	42.61
07/22	07/20/2022	97768	Spectrum Business	101-441-850.000	Communications	76.71
07/22	07/20/2022	97768	Spectrum Business	101-756-850.000	Communications	42.61
07/22	07/20/2022	97768	Spectrum Business	204-481-850.000	Communications	25.57
07/22	07/20/2022	97768	Spectrum Business	204-481-850.000	Communications	25.57
07/22	07/20/2022	97768	Spectrum Business	582-588-850.000	Communications	85.23
07/22	07/20/2022	97769	Standard Electric Company	101-268-775.000	Materials & Supplies	120.90
07/22	07/20/2022	97769	Standard Electric Company	582-586-775.000	Materials & Supplies	274.26
07/22	07/20/2022	97770	Total Communications Services LLC	101-789-802.000	Contracted Services	1,635.00
07/22	07/20/2022	97771	Traverse City Record- Eagle	271-790-760.400	Periodicals	352.83
07/22	07/20/2022	97772	True Pest Control	101-770-802.000	Contracted Services	1,200.00
07/22	07/20/2022	97772	True Pest Control	101-773-802.000	Contracted Services	375.00
07/22	07/20/2022	97772	True Pest Control	101-789-802.000	Contracted Services	375.00

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07/22	07/20/2022	97773	Utility Financial Solutions LLC	582-588-802.000	Contracted Services	12,000.00
07/22	07/20/2022	97774	Value Line Publishing LLC	271-790-762.100	Data Bases	2,945.00
07/22	07/20/2022	97775	Vidosh North LLC	582-593-930.000	Building Repair & Maintenance	363.53
07/22	07/20/2022	97776	WATER ENVIRONMENT FEDERATION	592-560-915.000	Education & Training	220.00
07/22	07/20/2022	97777	Wild Flowers	101-770-802.000	Contracted Services	134.00
07/22	07/20/2022	97777	Wild Flowers	202-467-802.000	Contracted Services	100.50
07/22	07/20/2022	97778	Windmuller	592-554-802.000	Contracted Services	252.06
07/22	07/20/2022	97778	Windmuller	592-537-802.000	Contracted Services	242.69
07/22	07/20/2022	97778	Windmuller	592-537-802.000	Contracted Services	1,004.00
07/22	07/20/2022	97778	Windmuller	592-554-802.000	Contracted Services	1,004.00
07/22	07/20/2022	97779	Wurster, Joel	101-257-802.200	Contracted Services - B.O.R.	50.00
07/22	07/27/2022	97788	5H Irrigation & Maintenance	204-444-802.000	Contracted Services	117.07
07/22	07/27/2022	97788	5H Irrigation & Maintenance	101-770-802.000	Contracted Services	208.75
07/22	07/27/2022	97789	Aflac	701-000-230.180	AFLAC Insurance Premiums	727.16
07/22	07/27/2022	97790	All-Phase Electric Supply	592-558-775.000	Materials & Supplies	19.58
07/22	07/27/2022	97790	All-Phase Electric Supply	582-592-775.000	Materials & Supplies	19.91
07/22	07/27/2022	97790	All-Phase Electric Supply	101-770-775.000	Materials & Supplies	18.30
07/22	07/27/2022	97791	Amazon Capital Services	101-770-775.000	Materials & Supplies	138.00
07/22	07/27/2022	97791	Amazon Capital Services	582-588-785.000	Small Tools & Supplies	59.98
07/22	07/27/2022	97791	Amazon Capital Services	101-345-775.000	Materials & Supplies	37.99
07/22	07/27/2022	97791	Amazon Capital Services	101-215-751.000	Office Supplies	30.99
07/22	07/27/2022	97792	Asplundh Tree Expert LLC	582-586-802.000	Contracted Services	6,227.20
07/22	07/27/2022	97792	Asplundh Tree Expert LLC	582-586-802.000	Contracted Services	4,670.40
07/22	07/27/2022	97793	AT&T	592-538-850.000	Communications	58.10
07/22	07/27/2022	97793	AT&T	271-790-850.000	Communications	343.34
07/22	07/27/2022	97794	Benchmark Engineering Inc.	203-451-802.000	Contracted Services	1,823.00
07/22	07/27/2022	97794	Benchmark Engineering Inc.	204-444-802.000	Contracted Services	547.00
07/22	07/27/2022	97794	Benchmark Engineering Inc.	592-020-342.000	Distribution System	1,139.50
07/22	07/27/2022	97794	Benchmark Engineering Inc.	592-025-343.000	Distribution Systems	957.00
07/22	07/27/2022	97794	Benchmark Engineering Inc.	582-020-360.000	Distribution System	92.00
07/22	07/27/2022	97795	Blackman, Tina	101-756-778.000	Playground & Athletic Equip.	112.50
07/22	07/27/2022	97795	Blackman, Tina	101-756-808.140	Tennis	5,381.00
07/22	07/27/2022	97796	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	11,808.09
07/22	07/27/2022	97796	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	2,436.60
07/22	07/27/2022	97796	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	6,742.72
07/22	07/27/2022	97796	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	10,211.26
07/22	07/27/2022	97796	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	10,768.24
07/22	07/27/2022	97796	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	12,443.94
07/22	07/27/2022	97797	Bound Tree Medical LLC	101-268-775.000	Materials & Supplies	34.79
07/22	07/27/2022	97798	Cintas Corp #729	592-544-802.000	Contracted Services	50.44
07/22	07/27/2022	97798	Cintas Corp #729	582-593-930.000	Building Repair & Maintenance	37.42
07/22	07/27/2022	97798	Cintas Corp #729	204-481-767.000	Uniforms	85.05
07/22	07/27/2022	97798	Cintas Corp #729	582-588-767.000	Other - Uniforms	82.86
07/22	07/27/2022	97798	Cintas Corp #729	592-560-767.000	Other - Uniforms	38.49
07/22	07/27/2022	97798	Cintas Corp #729	592-549-767.000	Other - Uniforms	38.50
07/22	07/27/2022	97798	Cintas Corp #729	101-268-802.000	Contracted Services	17.23
07/22	07/27/2022	97798	Cintas Corp #729	582-593-930.000	Building Repair & Maintenance	10.07
07/22	07/27/2022	97798	Cintas Corp #729	204-481-767.000	Uniforms	85.05
07/22	07/27/2022	97798	Cintas Corp #729	582-588-767.000	Other - Uniforms	82.86
07/22	07/27/2022	97798	Cintas Corp #729	592-560-767.000	Other - Uniforms	38.49
07/22	07/27/2022	97798	Cintas Corp #729	592-549-767.000	Other - Uniforms	38.50
07/22	07/27/2022	97798	Cintas Corp #729	101-268-802.000	Contracted Services	17.23
07/22	07/27/2022	97798	Cintas Corp #729	592-544-802.000	Contracted Services	50.44
07/22	07/27/2022	97798	Cintas Corp #729	582-593-930.000	Building Repair & Maintenance	37.42
07/22	07/27/2022	97798	Cintas Corp #729	204-481-767.000	Uniforms	86.31
07/22	07/27/2022	97798	Cintas Corp #729	582-588-767.000	Other - Uniforms	84.12

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07/22	07/27/2022	97798	Cintas Corp #729	592-560-767.000	Other - Uniforms	42.91
07/22	07/27/2022	97798	Cintas Corp #729	592-549-767.000	Other - Uniforms	42.91
07/22	07/27/2022	97798	Cintas Corp #729	582-593-930.000	Building Repair & Maintenance	10.07
07/22	07/27/2022	97798	Cintas Corp #729	204-481-767.000	Uniforms	86.31
07/22	07/27/2022	97798	Cintas Corp #729	582-588-767.000	Other - Uniforms	84.12
07/22	07/27/2022	97798	Cintas Corp #729	592-560-767.000	Other - Uniforms	42.91
07/22	07/27/2022	97798	Cintas Corp #729	592-549-767.000	Other - Uniforms	42.91
07/22	07/27/2022	97799	Cummins Inc.	592-554-802.000	Contracted Services	808.99
07/22	07/27/2022	97799	Cummins Inc.	101-345-802.000	Contracted Services	804.49
07/22	07/27/2022	97800	Dearborn Life Insurance Co	701-000-230.190	Weekly Imdemnity Premiums	2,256.31
07/22	07/27/2022	97800	Dearborn Life Insurance Co	101-172-724.000	Fringe Benefits	32.24
07/22	07/27/2022	97800	Dearborn Life Insurance Co	101-201-724.000	Fringe Benefits	53.21
07/22	07/27/2022	97800	Dearborn Life Insurance Co	101-208-724.000	Fringe Benefits	17.00
07/22	07/27/2022	97800	Dearborn Life Insurance Co	101-215-724.000	Fringe Benefits	21.33
07/22	07/27/2022	97800	Dearborn Life Insurance Co	101-265-724.000	Fringe Benefits	5.67
07/22	07/27/2022	97800	Dearborn Life Insurance Co	582-588-724.000	Fringe Benefits	56.65
07/22	07/27/2022	97800	Dearborn Life Insurance Co	592-549-724.000	Fringe Benefits	89.77
07/22	07/27/2022	97800	Dearborn Life Insurance Co	592-560-724.000	Fringe Benefits	24.37
07/22	07/27/2022	97800	Dearborn Life Insurance Co	101-770-724.000	Fringe Benefits	38.52
07/22	07/27/2022	97800	Dearborn Life Insurance Co	101-773-724.000	Fringe Benefits	3.40
07/22	07/27/2022	97800	Dearborn Life Insurance Co	101-789-724.000	Fringe Benefits	7.93
07/22	07/27/2022	97800	Dearborn Life Insurance Co	204-481-724.000	Fringe Benefits	78.50
07/22	07/27/2022	97800	Dearborn Life Insurance Co	271-790-724.000	Fringe Benefits	115.93
07/22	07/27/2022	97800	Dearborn Life Insurance Co	514-587-724.000	Fringe Benefits	27.42
07/22	07/27/2022	97800	Dearborn Life Insurance Co	101-268-724.000	Fringe Benefits	14.16
07/22	07/27/2022	97800	Dearborn Life Insurance Co	101-345-724.000	Fringe Benefits	527.14
07/22	07/27/2022	97800	Dearborn Life Insurance Co	101-400-724.000	Fringe Benefits	15.86
07/22	07/27/2022	97800	Dearborn Life Insurance Co	101-441-724.000	Fringe Benefits	38.52
07/22	07/27/2022	97800	Dearborn Life Insurance Co	101-754-724.000	Fringe Benefits	6.23
07/22	07/27/2022	97800	Dearborn Life Insurance Co	101-756-724.000	Fringe Benefits	17.00
07/22	07/27/2022	97801	Decka Digital LLC	101-172-751.000	Office Supplies	32.12
07/22	07/27/2022	97801	Decka Digital LLC	101-201-751.000	Office Supplies	32.12
07/22	07/27/2022	97801	Decka Digital LLC	101-208-751.000	Office Supplies	22.48
07/22	07/27/2022	97801	Decka Digital LLC	101-257-751.000	Office Supplies	16.06
07/22	07/27/2022	97801	Decka Digital LLC	101-215-751.000	Office Supplies	19.27
07/22	07/27/2022	97801	Decka Digital LLC	101-789-751.000	Office Supplies	6.43
07/22	07/27/2022	97801	Decka Digital LLC	101-345-751.000	Office Supplies	83.51
07/22	07/27/2022	97801	Decka Digital LLC	101-400-751.000	Office Supplies	16.06
07/22	07/27/2022	97801	Decka Digital LLC	101-441-751.000	Office Supplies	48.18
07/22	07/27/2022	97801	Decka Digital LLC	101-770-751.000	Office Supplies	9.64
07/22	07/27/2022	97801	Decka Digital LLC	101-773-775.000	Materials & Supplies	3.21
07/22	07/27/2022	97801	Decka Digital LLC	101-756-751.000	Office Supplies	32.12
07/22	07/27/2022	97802	Delta Dental	101-172-724.000	Fringe Benefits	222.07
07/22	07/27/2022	97802	Delta Dental	101-201-724.000	Fringe Benefits	105.46
07/22	07/27/2022	97802	Delta Dental	101-208-724.000	Fringe Benefits	18.02
07/22	07/27/2022	97802	Delta Dental	101-215-724.000	Fringe Benefits	74.64
07/22	07/27/2022	97802	Delta Dental	101-265-724.000	Fringe Benefits	24.34
07/22	07/27/2022	97802	Delta Dental	101-268-724.000	Fringe Benefits	48.59
07/22	07/27/2022	97802	Delta Dental	592-549-724.000	Fringe Benefits	504.21
07/22	07/27/2022	97802	Delta Dental	592-560-724.000	Fringe Benefits	75.13
07/22	07/27/2022	97802	Delta Dental	701-000-230.110	Dental & Vision Payable	1,591.04
07/22	07/27/2022	97802	Delta Dental	101-773-724.000	Fringe Benefits	10.81
07/22	07/27/2022	97802	Delta Dental	101-789-724.000	Fringe Benefits	25.23
07/22	07/27/2022	97802	Delta Dental	204-481-724.000	Fringe Benefits	134.90
07/22	07/27/2022	97802	Delta Dental	271-790-724.000	Fringe Benefits	325.74
07/22	07/27/2022	97802	Delta Dental	514-587-724.000	Fringe Benefits	54.51

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07/22	07/27/2022	97802	Delta Dental	582-588-724.000	Fringe Benefits	231.65
07/22	07/27/2022	97802	Delta Dental	101-345-724.000	Fringe Benefits	895.15
07/22	07/27/2022	97802	Delta Dental	101-400-724.000	Fringe Benefits	50.46
07/22	07/27/2022	97802	Delta Dental	101-441-724.000	Fringe Benefits	103.97
07/22	07/27/2022	97802	Delta Dental	101-754-724.000	Fringe Benefits	25.47
07/22	07/27/2022	97802	Delta Dental	101-756-724.000	Fringe Benefits	57.61
07/22	07/27/2022	97802	Delta Dental	101-770-724.000	Fringe Benefits	119.52
07/22	07/27/2022	97803	Derrer Oil Co.	661-598-759.000	Gas & Oil	4,369.24
07/22	07/27/2022	97804	Dinon Law PLLC	101-266-802.000	Contracted Services	315.00
07/22	07/27/2022	97805	Drost Landscape	204-470-802.000	Contracted Services	1,930.00
07/22	07/27/2022	97805	Drost Landscape	101-770-802.100	Contracted Svcs. - Spraying	1,470.00
07/22	07/27/2022	97805	Drost Landscape	101-770-802.100	Contracted Svcs. - Spraying	600.00
07/22	07/27/2022	97806	DTE Energy	592-538-920.000	Public Utilities	46.59
07/22	07/27/2022	97806	DTE Energy	101-265-924.000	Heating Fuel	48.05
07/22	07/27/2022	97806	DTE Energy	582-593-924.000	Heating Fuel	42.91
07/22	07/27/2022	97806	DTE Energy	101-773-924.000	Heating Fuel	102.46
07/22	07/27/2022	97806	DTE Energy	592-538-920.000	Public Utilities	48.79
07/22	07/27/2022	97806	DTE Energy	101-265-924.000	Heating Fuel	56.87
07/22	07/27/2022	97806	DTE Energy	582-593-920.000	Public Utilities	59.86
07/22	07/27/2022	97806	DTE Energy	592-555-920.000	Public Utilities	49.31
07/22	07/27/2022	97806	DTE Energy	514-587-802.100	Cont. Svcs - Downtown Office	51.00
07/22	07/27/2022	97806	DTE Energy	592-538-920.000	Public Utilities	43.65
07/22	07/27/2022	97806	DTE Energy	101-345-920.000	Public Utilities	70.11
07/22	07/27/2022	97806	DTE Energy	271-790-924.000	Heating Fuel	48.33
07/22	07/27/2022	97806	DTE Energy	592-551-920.000	Public Utilities	60.56
07/22	07/27/2022	97806	DTE Energy	592-551-920.000	Public Utilities	2,541.48
07/22	07/27/2022	97806	DTE Energy	592-538-920.000	Public Utilities	42.91
07/22	07/27/2022	97806	DTE Energy	271-790-924.000	Heating Fuel	52.86
07/22	07/27/2022	97806	DTE Energy	101-345-920.100	Public Utilities-Station West	53.94
07/22	07/27/2022	97806	DTE Energy	101-268-924.000	Heating Fuel	60.56
07/22	07/27/2022	97806	DTE Energy	101-770-924.000	Heating Fuel	52.47
07/22	07/27/2022	97806	DTE Energy	592-558-920.000	Public Utilities	42.91
07/22	07/27/2022	97807	Elite Fund Inc.	271-790-802.000	Contracted Services	175.00
07/22	07/27/2022	97808	Elmer's Crane & Dozer Inc.	203-451-802.000	Contracted Services	299,805.32
07/22	07/27/2022	97808	Elmer's Crane & Dozer Inc.	204-444-802.000	Contracted Services	78,487.09
07/22	07/27/2022	97808	Elmer's Crane & Dozer Inc.	592-020-342.000	Distribution System	88,816.32
07/22	07/27/2022	97808	Elmer's Crane & Dozer Inc.	592-025-343.000	Distribution Systems	93,528.90
07/22	07/27/2022	97809	Emmet Plumbing & Heating Inc.	101-789-802.000	Contracted Services	340.52
07/22	07/27/2022	97809	Emmet Plumbing & Heating Inc.	101-773-931.000	Equipment Repair	2,510.19
07/22	07/27/2022	97810	EPS International	582-020-388.000	Substations and Structures	20,929.00
07/22	07/27/2022	97811	Ferguson Enterprises LLC #2000	101-789-775.000	Materials & Supplies	75.98
07/22	07/27/2022	97811	Ferguson Enterprises LLC #2000	101-770-775.000	Materials & Supplies	326.02
07/22	07/27/2022	97811	Ferguson Enterprises LLC #2000	101-770-775.000	Materials & Supplies	271.50
07/22	07/27/2022	97811	Ferguson Enterprises LLC #2000	101-770-775.000	Materials & Supplies	141.93
07/22	07/27/2022	97811	Ferguson Enterprises LLC #2000	101-789-775.000	Materials & Supplies	135.75
07/22	07/27/2022	97811	Ferguson Enterprises LLC #2000	101-268-930.000	Building Repair & Maintenance	41.99
07/22	07/27/2022	97812	Fettig's Landscaping Inc.	101-756-802.000	Contracted Services	315.18
07/22	07/27/2022	97812	Fettig's Landscaping Inc.	101-770-802.000	Contracted Services	1,404.32
07/22	07/27/2022	97812	Fettig's Landscaping Inc.	101-345-802.100	Contracted Services-Station W	187.84
07/22	07/27/2022	97812	Fettig's Landscaping Inc.	202-467-802.000	Contracted Services	1,274.37
07/22	07/27/2022	97813	FIRST CLASS WINDOW CLEANING	101-268-802.000	Contracted Services	975.00
07/22	07/27/2022	97813	FIRST CLASS WINDOW CLEANING	101-268-802.000	Contracted Services	1,350.00
07/22	07/27/2022	97813	FIRST CLASS WINDOW CLEANING	101-268-802.000	Contracted Services	475.00
07/22	07/27/2022	97813	FIRST CLASS WINDOW CLEANING	582-593-930.000	Building Repair & Maintenance	395.00
07/22	07/27/2022	97814	Five Star Screen Printing Plus	101-770-767.000	Uniforms	240.00
07/22	07/27/2022	97815	GFL Environmental	582-593-930.000	Building Repair & Maintenance	218.80

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07/22	07/27/2022	97815	GFL Environmental	592-551-806.000	Sludge Removal	418.31
07/22	07/27/2022	97815	GFL Environmental	101-770-802.000	Contracted Services	575.48
07/22	07/27/2022	97815	GFL Environmental	101-756-802.000	Contracted Services	235.42
07/22	07/27/2022	97815	GFL Environmental	101-789-802.000	Contracted Services	261.58
07/22	07/27/2022	97815	GFL Environmental	101-754-802.000	Contracted Services	601.63
07/22	07/27/2022	97815	GFL Environmental	101-268-802.000	Contracted Services	366.21
07/22	07/27/2022	97815	GFL Environmental	101-265-802.000	Contracted Services	575.48
07/22	07/27/2022	97815	GFL Environmental	101-773-931.000	Equipment Repair	212.30
07/22	07/27/2022	97815	GFL Environmental	101-265-802.000	Contracted Services	212.30
07/22	07/27/2022	97815	GFL Environmental	101-770-802.000	Contracted Services	212.30
07/22	07/27/2022	97815	GFL Environmental	101-754-802.000	Contracted Services	212.30
07/22	07/27/2022	97816	Gibson Excavating LLC	592-544-802.000	Contracted Services	14,465.00
07/22	07/27/2022	97817	Great Lakes Pipe & Supply	592-545-775.000	Materials & Supplies	11.57
07/22	07/27/2022	97817	Great Lakes Pipe & Supply	101-789-775.000	Materials & Supplies	53.10
07/22	07/27/2022	97817	Great Lakes Pipe & Supply	101-082-682.000	Other	.53-
07/22	07/27/2022	97817	Great Lakes Pipe & Supply	101-770-775.000	Materials & Supplies	21.31
07/22	07/27/2022	97817	Great Lakes Pipe & Supply	101-082-682.000	Other	.21-
07/22	07/27/2022	97817	Great Lakes Pipe & Supply	101-770-775.000	Materials & Supplies	85.59
07/22	07/27/2022	97817	Great Lakes Pipe & Supply	101-082-682.000	Other	.86-
07/22	07/27/2022	97817	Great Lakes Pipe & Supply	101-770-775.000	Materials & Supplies	171.18
07/22	07/27/2022	97817	Great Lakes Pipe & Supply	101-082-682.000	Other	1.71-
07/22	07/27/2022	97817	Great Lakes Pipe & Supply	101-770-775.000	Materials & Supplies	339.14
07/22	07/27/2022	97817	Great Lakes Pipe & Supply	101-082-682.000	Other	3.39-
07/22	07/27/2022	97817	Great Lakes Pipe & Supply	101-268-775.000	Materials & Supplies	45.28
07/22	07/27/2022	97817	Great Lakes Pipe & Supply	101-082-682.000	Other	.45-
07/22	07/27/2022	97818	Green, Dennis	101-756-808.140	Tennis	1,513.40
07/22	07/27/2022	97819	Haley's Plumbing & Heating	101-789-802.000	Contracted Services	213.80
07/22	07/27/2022	97819	Haley's Plumbing & Heating	101-773-802.000	Contracted Services	98.00
07/22	07/27/2022	97819	Haley's Plumbing & Heating	592-537-802.000	Contracted Services	250.00
07/22	07/27/2022	97819	Haley's Plumbing & Heating	101-770-802.000	Contracted Services	771.11
07/22	07/27/2022	97819	Haley's Plumbing & Heating	101-268-802.000	Contracted Services	125.00
07/22	07/27/2022	97819	Haley's Plumbing & Heating	592-554-802.000	Contracted Services	1,273.96
07/22	07/27/2022	97820	Heritage Fire Equipment	661-598-932.000	Vehicle Repair & Maintenance	513.49
07/22	07/27/2022	97821	Hotshots Drain Cleaning LLC	592-556-802.000	Contracted Services	350.00
07/22	07/27/2022	97821	Hotshots Drain Cleaning LLC	592-025-343.000	Distribution Systems	470.00
07/22	07/27/2022	97822	Hubbell Roth & Clark Inc.	592-549-802.000	Contracted Services	1,215.47
07/22	07/27/2022	97822	Hubbell Roth & Clark Inc.	592-560-802.000	Contracted Services	1,004.56
07/22	07/27/2022	97822	Hubbell Roth & Clark Inc.	592-560-802.000	Contracted Services	11,567.90
07/22	07/27/2022	97823	Hyde Services LLC	592-542-775.000	Materials & Supplies	153.70
07/22	07/27/2022	97824	Integrity Business Solutions	271-790-751.000	Office/Library Supplies	2.90
07/22	07/27/2022	97825	IR Electric Motor Service	592-537-802.000	Contracted Services	807.40
07/22	07/27/2022	97826	Jones & Jones Garage Door Service Inc.	582-593-930.000	Building Repair & Maintenance	845.00
07/22	07/27/2022	97827	K & J Septic Service LLC	592-025-343.000	Distribution Systems	230.00
07/22	07/27/2022	97827	K & J Septic Service LLC	101-770-802.000	Contracted Services	605.00
07/22	07/27/2022	97827	K & J Septic Service LLC	101-770-802.000	Contracted Services	535.00
07/22	07/27/2022	97827	K & J Septic Service LLC	101-770-802.000	Contracted Services	310.00
07/22	07/27/2022	97828	KIRTLAND COMMUNITY COLLEGE	101-345-912.000	Education & Training	300.00
07/22	07/27/2022	97829	Kolinske, Chrissy	101-756-808.010	Kid's Camp	46.33
07/22	07/27/2022	97830	LAKE AREA COLLISION INC.	661-081-682.000	Other	10,529.74
07/22	07/27/2022	97831	Lowery Underground Service	582-020-360.000	Distribution System	13,052.53
07/22	07/27/2022	97831	Lowery Underground Service	582-598-802.000	Contracted Services	9,823.22
07/22	07/27/2022	97832	MAGLOCLEN	101-345-915.000	Memberships & Dues	400.00
07/22	07/27/2022	97833	McLaren Northern Mich Hospital	101-345-802.000	Contracted Services	15.00
07/22	07/27/2022	97833	McLaren Northern Mich Hospital	101-345-802.000	Contracted Services	15.00
07/22	07/27/2022	97834	Mead & Hunt	592-556-802.000	Contracted Services	1,265.00
07/22	07/27/2022	97835	Michigan Pure Ice	101-789-775.000	Materials & Supplies	136.50

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07/22	07/27/2022	97836	Michigan Water Environment Assoc.	592-560-915.000	Education & Training	150.00
07/22	07/27/2022	97836	Michigan Water Environment Assoc.	592-560-915.000	Education & Training	150.00
07/22	07/27/2022	97837	Molon Asphalt Inc.	202-132-802.000	Contracted Services	1,927.80
07/22	07/27/2022	97838	North Central Laboratories	592-553-775.000	Materials & Supplies	6,267.85
07/22	07/27/2022	97838	North Central Laboratories	592-553-775.000	Materials & Supplies	1,268.12
07/22	07/27/2022	97839	Northern A-1 Environmental Services	592-025-343.000	Distribution Systems	4,720.00
07/22	07/27/2022	97840	Northern Lights Recreation	101-756-808.010	Kid's Camp	397.34
07/22	07/27/2022	97841	OHM Advisors	202-451-802.000	Contracted Services	3,805.00
07/22	07/27/2022	97841	OHM Advisors	204-444-802.000	Contracted Services	671.00
07/22	07/27/2022	97842	Pauls Meter Testing LLC	582-592-802.000	Contracted Services	641.16
07/22	07/27/2022	97843	Petoskey Christian Softball League	101-756-802.000	Contracted Services	100.00
07/22	07/27/2022	97844	Petoskey Lacrosse	101-756-808.060	Lacrosse	3,185.00
07/22	07/27/2022	97845	Plunkett Cooney	101-266-802.000	Contracted Services	1,053.00
07/22	07/27/2022	97846	Power Line Supply	582-586-775.000	Materials & Supplies	244.00
07/22	07/27/2022	97846	Power Line Supply	582-020-388.000	Substations and Structures	446.49
07/22	07/27/2022	97846	Power Line Supply	582-586-775.000	Materials & Supplies	122.00
07/22	07/27/2022	97846	Power Line Supply	582-590-775.000	Materials & Supplies	156.90
07/22	07/27/2022	97847	Proclean North	592-554-802.000	Contracted Services	726.00
07/22	07/27/2022	97847	Proclean North	582-593-930.000	Building Repair & Maintenance	1,396.50
07/22	07/27/2022	97848	Quality First Aid & Safety Inc.	592-554-775.000	Materials & Supplies	77.14
07/22	07/27/2022	97848	Quality First Aid & Safety Inc.	582-593-930.000	Building Repair & Maintenance	156.45
07/22	07/27/2022	97848	Quality First Aid & Safety Inc.	582-584-802.000	Contracted Services	156.46
07/22	07/27/2022	97849	Riedell Shoes Inc.	101-756-775.000	Materials & Supplies	201.14
07/22	07/27/2022	97850	Royal Tire	661-598-932.000	Vehicle Repair & Maintenance	25.00
07/22	07/27/2022	97851	SiteOne Landscape Supply	101-756-985.000	Equipment	649.16
07/22	07/27/2022	97852	Standard Electric Company	582-020-360.000	Distribution System	548.57
07/22	07/27/2022	97852	Standard Electric Company	582-082-682.000	Other	5.49-
07/22	07/27/2022	97852	Standard Electric Company	582-590-775.000	Materials & Supplies	92.20
07/22	07/27/2022	97852	Standard Electric Company	582-082-682.000	Other	.92-
07/22	07/27/2022	97852	Standard Electric Company	582-590-775.000	Materials & Supplies	92.20
07/22	07/27/2022	97852	Standard Electric Company	582-082-682.000	Other	.92-
07/22	07/27/2022	97852	Standard Electric Company	582-010-111.000	Inventory - Materials	68.69
07/22	07/27/2022	97852	Standard Electric Company	582-082-682.000	Other	.69-
07/22	07/27/2022	97852	Standard Electric Company	582-010-111.000	Inventory - Materials	137.38
07/22	07/27/2022	97852	Standard Electric Company	582-082-682.000	Other	1.38-
07/22	07/27/2022	97853	Thompson Park Avenue Properties LLC	514-587-802.100	Cont. Svcs - Downtown Office	844.63
07/22	07/27/2022	97854	Total Communications Services LLC	101-268-802.000	Contracted Services	300.00
07/22	07/27/2022	97855	Trace Analytical Laboratories LLC	592-553-801.000	Professional Services	738.00
07/22	07/27/2022	97855	Trace Analytical Laboratories LLC	592-553-801.000	Professional Services	116.50
07/22	07/27/2022	97856	Trophy Case, The	101-756-808.120	Softball	45.00
07/22	07/27/2022	97857	Troxel, Todd	101-345-783.000	Auxiliary	8.00
07/22	07/27/2022	97858	Tumbleweed Press Inc.	271-790-762.000	Electronic Materials	799.00
07/22	07/27/2022	97859	USA Blue Book	661-598-932.000	Vehicle Repair & Maintenance	135.98
07/22	07/27/2022	97859	USA Blue Book	661-598-932.000	Vehicle Repair & Maintenance	289.45
07/22	07/27/2022	97859	USA Blue Book	592-547-775.000	Materials & Supplies	609.90
07/22	07/27/2022	97859	USA Blue Book	592-551-775.000	Materials & Supplies	143.88
07/22	07/27/2022	97859	USA Blue Book	592-551-775.000	Materials & Supplies	27.60
07/22	07/27/2022	97860	VSP	101-172-724.000	Fringe Benefits	98.00
07/22	07/27/2022	97860	VSP	101-201-724.000	Fringe Benefits	53.76
07/22	07/27/2022	97860	VSP	101-208-724.000	Fringe Benefits	8.12
07/22	07/27/2022	97860	VSP	101-215-724.000	Fringe Benefits	39.76
07/22	07/27/2022	97860	VSP	101-265-724.000	Fringe Benefits	11.98
07/22	07/27/2022	97860	VSP	582-588-724.000	Fringe Benefits	112.00
07/22	07/27/2022	97860	VSP	592-549-724.000	Fringe Benefits	154.00
07/22	07/27/2022	97860	VSP	592-560-724.000	Fringe Benefits	37.24
07/22	07/27/2022	97860	VSP	701-000-230.110	Dental & Vision Payable	10.64

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07/22	07/27/2022	97860	VSP	101-770-724.000	Fringe Benefits	62.05
07/22	07/27/2022	97860	VSP	101-773-724.000	Fringe Benefits	4.87
07/22	07/27/2022	97860	VSP	101-789-724.000	Fringe Benefits	11.37
07/22	07/27/2022	97860	VSP	204-481-724.000	Fringe Benefits	66.64
07/22	07/27/2022	97860	VSP	271-790-724.000	Fringe Benefits	162.40
07/22	07/27/2022	97860	VSP	514-587-724.000	Fringe Benefits	31.92
07/22	07/27/2022	97860	VSP	101-268-724.000	Fringe Benefits	23.32
07/22	07/27/2022	97860	VSP	101-345-724.000	Fringe Benefits	448.56
07/22	07/27/2022	97860	VSP	101-400-724.000	Fringe Benefits	22.74
07/22	07/27/2022	97860	VSP	101-441-724.000	Fringe Benefits	51.86
07/22	07/27/2022	97860	VSP	101-754-724.000	Fringe Benefits	13.24
07/22	07/27/2022	97860	VSP	101-756-724.000	Fringe Benefits	28.17
07/22	07/20/2022	999345	ACH-CHILD SUPPORT	701-000-230.160	Child Support	1,022.30
07/22	07/20/2022	999346	ACH-EFTPS	701-000-230.200	FICA Withholding Payable	15,935.19
07/22	07/20/2022	999346	ACH-EFTPS	701-000-230.100	Federal Withholding Payable	25,915.26
07/22	07/20/2022	999346	ACH-EFTPS	701-000-230.200	FICA Withholding Payable	15,935.19
07/22	07/20/2022	999346	ACH-EFTPS	701-000-230.200	FICA Withholding Payable	3,726.76
07/22	07/20/2022	999346	ACH-EFTPS	701-000-230.200	FICA Withholding Payable	3,726.76
07/22	07/20/2022	999347	ACH-ICMA 457	701-000-230.700	Employees ICMA Payable	836.74
07/22	07/20/2022	999347	ACH-ICMA 457	701-000-230.700	Employees ICMA Payable	4,335.00
07/22	07/20/2022	999347	ACH-ICMA 457	701-000-230.700	Employees ICMA Payable	2,186.09
07/22	07/20/2022	999348	ACH-MERS Health Saving Plan	701-000-230.195	MERS Savings Plan	1,557.17
07/22	07/20/2022	999348	ACH-MERS Health Saving Plan	701-000-230.195	MERS Savings Plan	2,098.51
07/22	07/20/2022	999348	ACH-MERS Health Saving Plan	701-000-230.195	MERS Savings Plan	130.46
07/22	07/20/2022	999348	ACH-MERS Health Saving Plan	701-000-230.195	MERS Savings Plan	145.32
07/22	07/20/2022	999349	Mers DC 45	701-000-230.120	MERS Payable	804.49
07/22	07/20/2022	999349	Mers DC 45	701-000-230.120	MERS Payable	806.36
07/22	07/20/2022	999349	Mers DC 45	001-000-001.001	Cash	474.74
07/22	07/20/2022	999349	Mers DC 45	001-000-001.001	Cash	467.20
07/22	07/20/2022	999349	Mers DC 45	701-000-230.120	MERS Payable	2,373.70
07/22	07/20/2022	999349	Mers DC 45	701-000-230.120	MERS Payable	2,335.98
07/22	07/20/2022	999349	Mers DC 45	001-000-001.001	Cash	403.18
07/22	07/20/2022	999349	Mers DC 45	001-000-001.001	Cash	402.25
07/22	07/20/2022	999350	MissionSquare 401	701-000-230.700	Employees ICMA Payable	818.46
07/22	07/20/2022	999351	MissionSquare Roth	701-000-230.900	Roth IRA	140.00
07/22	07/20/2022	999352	MissionSquare Roth %	701-000-230.900	Roth IRA	84.98
Grand Totals:						2,313,507.82

Report Criteria:

Check.Check issue date = 07/14/2022-07/27/2022

Check Number	Check Issue Date	Name	GL Account	Amount
97780	07/20/2022	Foster, Steve	582588803000	50.00
97781	07/20/2022	Murray, James	582588803000	600.00
97782	07/20/2022	Premier Planning Professionals	701040274000	10.00
97783	07/20/2022	Rokop, Jeff	582081642300	115.37
97784	07/20/2022	Sielski, Ted and Jane	582588803000	25.00
97784	07/20/2022	Sielski, Ted and Jane	582588803000	50.00
97785	07/20/2022	Works, Margaret	582081642300	13.57
97786	07/20/2022	Leuck, Victor	582040285000	65.64
97787	07/20/2022	Vanderstelt, Alex	582040285000	65.30
97861	07/27/2022	Macnaughton, Mary	701040274000	33.59
Grand Totals:				1,028.47



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: August 1, 2022

PREPARED: July 28, 2022

AGENDA SUBJECT: Appointment Recommendation

RECOMMENDATION: That the City Council consider these appointments

The City Council will be asked to consider the following reappointments:

- GREENWOOD CEMETERY BOARD – Reappointment of Susanne Fantini, 1233 Atkins Road, for a five-year term ending May 2027.
- TIFA BOARD – Reappointment of Carla Crockett, 1043 Curtis Avenue, for a four-year term ending April 2026.
- ZONING BOARD OF APPEALS – Reappointment of Matthew McSweeney, 618 Bay Street, for a three-year term ending April 2025.

sb
Enclosures



City of Petoskey

101 East Lake Street, Petoskey, Michigan 49770 • 231 347-2500 • Fax 231 348-0350

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JUL 20 2022

CITY OF PETOSKEY
CITY MANAGER

SB

Application to Serve on a Board or Commission

Please print. Answer each question accurately and completely. If you require any accommodation to complete the application process, please notify a City staff member.

■ Name	Fantini	Susanne	A	■ Date	07	17	2022
	Last	First	Initial				
■ Residence Address	1233	Atkins Road	Petoskey	Mi	49770	■ Home Phone	231 347 5061
	Number	Street	City	State	Zip		
■ Email Address	bienvenito@charter.net					■ Work Phone	

Please answer the following questions using the space provided.

1. What Board or Commission interests you and why are you applying? Greenwood Cemetery Board
Would like to continue with a new term after replacing my late husband on the cemetery board. Have a good working relationship with Superintendent
2. How do you believe your appointment would benefit the City? I have the desire, passion and commitment to serve on the cemetery board. Familiar with projects over the years and respect staff. Attend public presentations such as dedication of the veterans area when Petoskey baseball team raised funds for the flag pole.
3. Describe any involvement in the community on a Board or Commission or in another volunteer capacity. Board of Advisors for the Area Agency on Aging Northwest Michigan representing Emmet county, Volunteer Advisory Committee for Hospice of Little Traverse Bay as well as capital campaign for Hiland Cottage. Current moderator of Presbytery of Mackinac.
4. How many continuous years have you lived in Petoskey? 30 years
5. Any other helpful information relevant to your application. _____

While it is not required, a resume is helpful in the recruitment process for City Boards and Commissions.

- YES NO Are you a City of Petoskey registered voter?
- YES NO Do you or immediate family members currently serve on a City Board or Commission? If yes, which Board or Commission? _____
- YES NO Are you applying to the Downtown Management Board? If yes, do you have an interest in property located in the downtown district or are you a resident of the downtown district? Please explain.

The applicant acknowledges that the City may be required from time to time to release records in its possession. The applicant hereby gives permission to the City to release any records or materials received by the City from the applicant as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et seq.

Applicant Signature: *Sue Fantine* Date: July 17, 2022



City of Petoskey

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JUL 15 2022

CITY OF PETOSKEY
CITY MANAGER

43

Application to Serve on a Board or Commission

Please print. Answer each question accurately and completely. If you require any accommodation to complete the application process, please notify a City staff member.

■ Name	Crockett	Carla	A	■ Date	7	15	22		
	Last		First		Initial				
■ Residence Address	1043	Curtis Ave	Petoskey	MI	49770	■ Home Phone	231	838	4606
	Number		Street		City		State	Zip	
■ Email Address	crockett.carla@gmail.com					■ Work Phone	231	838	5197

Please answer the following questions using the space provided.

1. What Board or Commission interests you and why are you applying? I have been, and continue to be interested in serving on the Planning Commission, which I have applied previously in 2019. I was later approved to serve on the TIFA. I would effectively serve on the Planning Commission. I am able to continue to serve on the TIFA.
2. How do you believe your appointment would benefit the City? I have been engaged with City of Petoskey Leadership since I chose to move back after Graduate School. I have attended meetings, and was a city council Ward 3 candidate in 2017.
3. Describe any involvement in the community on a Board or Commission or in another volunteer capacity. I have accepted a volunteer position on the TIFA committee. I serve on the Grant Distributions Committee for the Petoskey-Harbor Springs Community Foundation. I have served on the Executive Board for the Women's Resource Center, and the Long Term Planning Committee. I was a co-organizer of a citizen group, Positive Energy Petoskey
4. How many continuous years have you lived in Petoskey? 11
5. Any other helpful information relevant to your application. I have a Mater's in Science Degree. I am a business owner, Empowering the Best for 10 years. I am a parent of the next generation. I respect and value the past, present and future of Petoskey.

While it is not required, a resume is helpful in the recruitment process for City Boards and Commissions.

- YES NO Are you a City of Petoskey registered voter?
- YES NO Do you or immediate family members currently serve on a City Board or Commission? If yes, which Board or Commission? I am on the TIFA committee
- YES NO Are you applying to the Downtown Management Board? If yes, do you have an interest in property located in the downtown district or are you a resident of the downtown district? Please explain.

The applicant acknowledges that the City may be required from time to time to release records in its possession. The applicant hereby gives permission to the City to release any records or materials received by the City from the applicant as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et seq.

Applicant Signature: CCrockett Date: 7-15-22



City of Petoskey

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JUL 18 2022

CITY OF PETOSKEY
CITY MANAGER

CS

Application to Serve on a Board or Commission

Please print. Answer each question accurately and completely. If you require any accommodation to complete the application process, please notify a City staff member.

■ Name	McSweeney			Matthew			A			■ Date	7			18			22								
	Last			First			Initial																		
■ Residence Address	618			Bay			Petoskey			MI			49770			■ Home Phone	616			690			5947		
	Number			Street			City			State			Zip												
■ Email Address	m1mcswee@gmail.com												■ Work Phone	231			348			2128					

Please answer the following questions using the space provided.

1. What Board or Commission interests you and why are you applying? ZBA
2. How do you believe your appointment would benefit the City? I've been on the ZBA since January. I've attend training and feel I can be an asset to the ZBA.
3. Describe any involvement in the community on a Board or Commission or in another volunteer capacity. None currently.
4. How many continuous years have you lived in Petoskey? 11
5. Any other helpful information relevant to your application. Currently a teacher for the Public Schools of Petoskey. My wife and I have two young children and a vested interest in the City of Petoskey.

While it is not required, a resume is helpful in the recruitment process for City Boards and Commissions.

YES NO Are you a City of Petoskey registered voter?

YES NO Do you or immediate family members currently serve on a City Board or Commission? If yes, which Board or Commission? _____

YES NO Are you applying to the Downtown Management Board? If yes, do you have an interest in property located in the downtown district or are you a resident of the downtown district? Please explain.

The applicant acknowledges that the City may be required from time to time to release records in its possession. The applicant hereby gives permission to the City to release any records or materials received by the City from the applicant as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et seq.

Applicant Signature: Matthew McSweeney Date: 7/18/22



BOARD: City Council

MEETING DATE: August 1, 2022

DATE PREPARED: July 27, 2022

AGENDA SUBJECT: Accept Michigan Department of Natural Resources Trust Fund Project Agreement for the Winter Sports Park Hockey Rink Pavilion

RECOMMENDATION: Accept agreement provided by Michigan Department of Natural Resources

Background In April 2021, City Council authorized staff to submit a development grant to the Michigan Department of Natural Resources Trust Fund (MDNRTF) program in the amount of \$298,000 for matching funds for construction of a pavilion over the ice hockey rink at the Winter Sports Project. Petoskey Rotary and a local family fund committed an additional \$302,000 for a total of \$600,000 towards the project.

In December of 2021, the City was informed the MDNRTF Board recommended the project be funded. Just recently, the legislature passed the State of Michigan budget which included all of the recommended Trust Fund projects.

The pavilion over the ice hockey rink will provide year around, outdoor recreation for the next generation. Ice conditions will be substantially better as the sun, snow, rain and debris won't be factors for maintenance. Non-winter use will also increase with a multiuse area available for basketball, soccer, box lacrosse, events, and more opportunities for our day campers. The area will also be improved with bio swales, a rain garden and solar panels.

The state is fortunate to have a resource like the Trust Fund program. Petoskey's park system would not be what it is today without grant programs like the Trust Fund. These are very competitive grants and the Trust Fund Board only recommends projects meeting their criteria and expectations. Their priorities of preservation and providing outdoor recreation to the public are important factors to Northern Michigan!

The Trust Fund dollars come from oil, gas and mineral lease royalty payments, not tax payer/general fund dollars. The Trust Fund is a constitutionally protected, dedicated fund and has been in place since 1984. This is an extremely important and unique fund that allows natural resource (park development and land acquisition) opportunities for local communities and ALL citizens.

Action Accept the agreement as written.

kk
Enclosures



City of Petoskey

Resolution

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

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

1. To appropriate all funds necessary to complete the project during the project period and to provide Three Hundred and Two Thousand (\$302,000) dollars to match the grant authorized by the DEPARTMENT.
2. To maintain satisfactory financial accounts, documents, and records to make them available to the DEPARTMENT for auditing at reasonable times.
3. To construct the project and provide such funds, services, and materials as may be necessary to satisfy the terms of said Agreement.
4. To regulate the use of the facility constructed and reserved under this Agreement to assure the use thereof by the public on equal and reasonable terms.
5. To comply with any and all terms of said Agreement including all terms not specifically set forth in the foregoing portions of this Resolution.”

The following aye votes were recorded: _____

The following nay votes were recorded: _____

STATE OF MICHIGAN)

) ss

COUNTY OF _____)

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

Alan Terry, City Clerk



Michigan Natural Resources Trust Fund
Development Project Agreement

This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.

This Agreement is between City of Petoskey in the county of Emmet County, hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT."

The purpose of this Agreement is to provide funding in exchange for completion of the project named below. This Agreement is subject to the terms and conditions specified herein.

Project Title: Winter Sports Park Hockey Rink Pavilion Project #: TF21-0068

Grant Amount: \$298,000.00 50% PROJECT TOTAL: \$600,000.00

Match Amount: \$302,000.00 50%

Start Date: Date of Execution by DEPARTMENT End Date: 07/31/2024

As a precondition to the effectiveness of the Agreement, the GRANTEE is required to sign the Agreement and return it to the DEPARTMENT with the required attachments by 09/18/2022 or the Agreement may be cancelled by the DEPARTMENT. This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies, and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED

By [Print Name]:

Title:

Organization:

DUNS Number

CV0047721

SIGMA Vendor Number

SIGMA Address ID

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED

By:

Grants Section Manager

Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiGrants, which is accessed through www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Name/Title

Organization

Address

Address

Telephone Number

E-mail Address

DEPARTMENT CONTACT

MNRTF Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, and the development grant application bearing the number **TF21-0068** uploaded to MiGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. The time period allowed for project completion is from **07/20/2022** through **07/31/2024**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The words "project area" shall mean the land and area described in the uploaded legal description and shown on the uploaded boundary map.
5. The words "project facilities" shall mean the following individual components, as further described in the application.

Pavilion
Rain Garden with Native Plants
Solar Panels

6. The DEPARTMENT will:
 - a. grant to the GRANTEE a sum of money equal to **Fifty percent (50%) of Six Hundred Thousand dollars (\$600,000.00)**, which is the total eligible cost of construction of the project facilities including engineering costs, but in any event not to exceed **Two Hundred and Ninety-Eight Thousand dollars (\$298,000.00)**.
 - b. grant these funds in the form of reimbursements to the GRANTEE for eligible costs and expenses incurred as follows:
 - i. Payments will be made on a reimbursement basis at **Fifty percent (50%)** of the eligible expenses incurred

- by the GRANTEE up to 90% of the maximum reimbursement allowable under the grant.
- ii. Reimbursement will be made only upon DEPARTMENT review and approval of a complete reimbursement request submitted by the GRANTEE through the MiGrants website, including but not limited to copies of invoices, cancelled checks, EFTs, list of volunteer and/or force account time and attendance records.
- iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request by DEPARTMENT staff. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for reimbursement.
- iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected an MNRTF sign in compliance with Section 7(j) of this Agreement.

7. The GRANTEE will:

- a. immediately make available all funds needed to incur all necessary costs required to complete the project and to provide **Three Hundred and Two Thousand dollars (\$302,000.00)** in local match. This sum represents **Fifty percent (50%)** of the total eligible cost of construction including engineering costs. Any cost overruns incurred to complete the project facilities called for by this Agreement shall be the sole responsibility of the GRANTEE .
- b. with the exception of engineering costs as provided for in Section 8, incur no costs toward completion of the project facilities before execution of this Agreement and before DEPARTMENT approval of plans , specifications and bid documents.
- c. complete construction of the project facilities to the satisfaction of the DEPARTMENT and to comply with the development project procedures set forth by the DEPARTMENT in completion of the project , including but not limited to the following:
 - i. Retain the services of a professional architect, landscape architect, or engineer, registered in the State of Michigan to serve as the GRANTEE'S Prime Professional. The Prime Professional shall prepare the plans, specifications and bid documents for the project and oversee project construction.
 - ii. **Within 180 days** following execution of this Agreement by the GRANTEE and the DEPARTMENT and before soliciting bids or quotes or incurring costs other than costs associated with the development of plans, specifications, or bid documents, provide the DEPARTMENT with plans, specifications, and bid documents for the project facilities, sealed by the GRANTEE'S Prime Professional.
 - iii. Upon DEPARTMENT approval of plans, specifications and bid documents, openly advertise and seek written bids for contracts for purchases or services with a value equal to or greater than \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - iv. Upon DEPARTMENT approval of plans, specifications and bid documents, solicit three (3) written quotes for contracts for purchases or services between \$5,000 and \$50,000 and accept the lowest qualified bid as determined by the GRANTEE'S Prime Professional.
 - v. Maintain detailed written records of the contracting processes used and submit these records to the DEPARTMENT upon request.
 - vi. Complete construction to all applicable local, state and federal codes, as amended; including but not limited to the federal Americans with Disabilities Act (ADA) of 2010, as amended; the Persons with Disabilities Civil Rights Act, Act 220 of 1976, as amended; the Playground Equipment Safety Act, P.A. 16 of 1997, as amended; the Utilization of Public Facilities by Physically Limited Act, P.A. 1 of 1966, as amended; the Elliott-Larsen Civil Rights Act, Act 453 of 1976, as amended; and the 2013 Access Board's Final Guidelines for Outdoor Developed Areas.
 - vii. Bury all new utilities within the project area.
 - viii. Correct any deficiencies discovered at the final inspection within 90 days of written notification by the DEPARTMENT. These corrections shall be made at the GRANTEE'S expense and are eligible for reimbursement at the discretion of the DEPARTMENT and only to the degree that the GRANTEE'S prior expenditures made toward completion of the project are less than the grant amount allowed under this Agreement.
- d. operate the project facilities for a minimum of their useful life as determined by the DEPARTMENT , to regulate the use thereof to the satisfaction of the DEPARTMENT , and to appropriate such monies and/or provide such services as shall be necessary to provide such adequate maintenance.
- e. provide to the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any of the facilities constructed thereon, and to provide to the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments . Preferential

membership or annual permit systems are prohibited on grant-assisted sites, except to the extent that differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.

- f. adopt such ordinances and/or resolutions necessary to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - g. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - h. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of the project area and/or project facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - i. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable, and to make any and all payments required for all taxes, fees, or assessments legally imposed against the project area.
 - j. erect and maintain a sign on the property which designates this project as one having been constructed with the assistance of the MNRTF. The size, color and design of this sign shall be in accordance with DEPARTMENT specifications.
 - k. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
8. Only eligible costs and expenses incurred toward completion of the project facilities after execution of the Project Agreement shall be considered for reimbursement under the terms of this Agreement. Eligible engineering costs incurred toward completion of the project facilities beginning **January 1, 2022** and throughout the project period are also eligible for reimbursement. Any costs and expenses incurred after the project period shall be the sole responsibility of the GRANTEE.
9. To be eligible for reimbursement, the GRANTEE shall comply with DEPARTMENT requirements. At a minimum, the GRANTEE shall:
- a. Submit a progress report every 180 days during the project period.
 - b. Submit complete requests for partial reimbursement when the GRANTEE is eligible to request at least 25 percent of the grant amount and construction contracts have been executed or construction by force account labor has begun.
 - c. Submit a complete request for final reimbursement **within 90 days of project completion and no later than 10/31/2024**. If the GRANTEE fails to submit a complete final request for reimbursement by **10/31/2024**, the DEPARTMENT may audit the project costs and expenses and make final payment based on documentation on file as of that date or may terminate this Agreement and require full repayment of grant funds by the GRANTEE .
10. During the project period, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before adding, deleting or making a significant change to any of the project facilities as proposed. Approval of changes is solely at the discretion of the DEPARTMENT. Furthermore, following project completion, the GRANTEE shall obtain prior written authorization from the DEPARTMENT before implementing a change that significantly alters the project facilities as constructed and/or the project area, including but not limited to discontinuing use of a project facility or making a significant change in the recreational use of the project area. Changes approved by the DEPARTMENT pursuant to this Section may also require prior approval of the BOARD, as determined by the DEPARTMENT.
11. All project facilities constructed or purchased by the GRANTEE under this Agreement shall be placed and used at the project area and solely for the purposes specified in the application and this Agreement .
12. The project area and all facilities provided thereon, as well as the land and water access ways to them, shall be open to the general public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status, or disability.

13. Unless an exemption has been authorized by the DEPARTMENT pursuant to this Section, the GRANTEE hereby represents that it possesses fee simple title, free of all liens and encumbrances, to the project area. The fee simple title shall not be subject to: 1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or 2) to any reservation or prior conveyance of coal, oil, gas, sand, gravel or other mineral interests. For any portion of the project area that the GRANTEE does not possess in fee simple title, the GRANTEE hereby represents that it has:
- a. Received an exemption from the DEPARTMENT before the execution of this Agreement, and
 - b. Received prior approval from the DEPARTMENT of a lease and/or easement for any portion of the property not held in fee simple title as indicated in written correspondence from the DEPARTMENT dated _____, and
 - c. Supplied the DEPARTMENT with an executed copy of the approved lease or easement, and
 - d. Confirmed through appropriate legal review that the terms of the lease or easement are consistent with GRANTEE'S obligations under this Agreement and will not hinder the GRANTEE'S ability to comply with all requirements of this Agreement. In no case shall the lease or easement tenure be less than 20 years from the date of execution of this Agreement.
14. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area or project facilities included in this Agreement.
15. None of the project area, nor any of the project facilities constructed under this Agreement, shall be wholly or partially conveyed in perpetuity, either in fee, easement or otherwise, or leased for a term of years or for any other period, nor shall there be any whole or partial transfer of the lease title, ownership, or right of maintenance or control by the GRANTEE except with the written approval and consent of the DEPARTMENT. The GRANTEE shall regulate the use of the project area to the satisfaction of the DEPARTMENT.
16. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
- a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.
 - b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
 - c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.
17. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands and project facilities affected with outdoor recreation lands and project facilities of equal or greater market value, and of equal or greater usefulness and location. The DEPARTMENT and BOARD shall approve such replacement only upon such conditions as it deems necessary to assure the replacement by GRANTEE of other outdoor recreation properties and project facilities of equal or greater market value and of equal or greater usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.
18. The GRANTEE acknowledges that:
- a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE before beginning the project to assure safe use of the property by the public, and
 - b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area and project facilities, and that responsibility for actions taken to develop, operate, or maintain the property is solely that of the GRANTEE, and
 - c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in developing the project site.

19. The GRANTEE assures the DEPARTMENT that the proposed State-assisted action will not have a negative effect on the environment and, therefore, an Environmental Impact Statement is not required.
20. The GRANTEE hereby acknowledges that this Agreement does not require the State of Michigan to issue any permit required by law to construct the outdoor recreational project that is the subject of this Agreement. Such permits include, but are not limited to, permits to fill or otherwise occupy a floodplain, and permits required under Parts 301 and 303 of the Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended. It is the sole responsibility of the GRANTEE to determine what permits are required for the project, secure the needed permits and remain in compliance with such permits.
21. Before the DEPARTMENT will approve plans, specifications, or bid documents; or give approval to the GRANTEE to advertise, seek quotes, or incur costs for this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:
 - a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;
 - or
 - b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.
22. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.
23. The GRANTEE shall acquire and maintain insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.
24. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
25. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general rights, including appurtenant riparian rights, to and in the project area of any lands connected with or affected by this project.
26. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
27. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
28. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural

- Resources Trust Fund, Land and Water Conservation Fund and Recreation Passport Grant Program; and/or
- d. Require repayment of grant funds already paid to GRANTEE; and/or
 - e. Require specific performance of the Agreement.

29. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
30. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final reimbursement has been made shall be the specific performance of this Agreement.
31. The GRANTEE shall return all grant money if the project area or project facilities are not constructed, operated or used in accordance with this Agreement.
32. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
33. The DEPARTMENT shall terminate this Agreement and recover grant funds paid if the GRANTEE or any subcontractor, manufacturer, or supplier of the GRANTEE appears in the register compiled by the Michigan Department of Licensing and Regulatory Affairs pursuant to Public Act No. 278 of 1980.
34. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
35. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.



BOARD: City Council

MEETING DATE: August 1, 2022

DATE PREPARED: July 27, 2022

AGENDA SUBJECT: Accept Michigan Department of Natural Resources Trust Fund Project Agreement for the Skyline Recreation Area Land Acquisition

RECOMMENDATION: Accept agreement provided by Michigan Department of Natural Resources

Background In April 2021, City Council authorized staff to submit an acquisition grant to the Michigan Department of Natural Resources Trust Fund (MDNRTF) program in the amount of \$187,500 for 58 acres surrounded by city owned property. The project total is estimated at \$250,000.

In August, 2020 the Little Traverse Conservancy commissioned an appraisal of the property by a state certified appraiser who valued the land at \$206,000. Once approved, the City will pursue an updated amount based on the current market value. Additionally, the Little Traverse Conservancy will commit \$25,000 towards the purchase of the property. The Boor family has also committed \$5,000 towards the match of \$62,500 for a total City contribution of \$32,500.

In December of 2021, the City was informed the MDNRTF Board recommended the acquisition be funded. Just recently, the legislature passed the State of Michigan budget which included all of the recommended Trust Fund projects.

This is a great opportunity for the City to encumber additional contiguous land, work with interested organizations for preservation and provide more needed recreational opportunities as identified in the Parks and Recreation Master Plan. Unique recreational uses for the property could include expanded hiking trails, mountain biking, equestrian trails, or rustic camping. All of these options would be evaluated once the property is purchased. The acquisition is supported by Bear Creek Township, North Country Trail Association, Top of Michigan Mountain Bike Association and the Little Traverse Conservancy.

The state is fortunate to have a resource like the Trust Fund program. Petoskey's park system would not be what it is today without grant programs like the Trust Fund. These are very competitive grants and the Trust Fund Board only recommends projects meeting their criteria and expectations. Their priorities of preservation and providing outdoor recreation to the public are important factors to Northern Michigan!

The Trust Fund dollars come from oil, gas and mineral lease royalty payments, not tax payer/general fund dollars. The Trust Fund is a constitutionally protected, dedicated fund and has been in place since 1984. This is an extremely important and unique fund that allows natural resource (park development and land acquisition) opportunities for local communities and ALL citizens.

Action Accept the agreement as written.



MICHIGAN NATURAL RESOURCES TRUST FUND
LAND ACQUISITION PROJECT AGREEMENT

This information is required by authority of Part 5 of Act 451, P.A. 1994 as amended, to receive funds.

This Agreement is between City of Petoskey in the county of Emmet County hereinafter referred to as the "GRANTEE," and the MICHIGAN DEPARTMENT OF NATURAL RESOURCES, an agency of the State of Michigan, hereinafter referred to as the "DEPARTMENT."

The purpose of this Agreement is to provide funding to acquire land or rights in land for the project named below . This Agreement is subject to the terms and conditions specified herein.

Project Title: Skyline Recreation Area - Inholding Acquisition Project #: TF21-0108
Amount of grant: \$187,500.00 75% PROJECT TOTAL: \$250,000.00
Amount of match: \$62,500.00 25%
Start Date: Date of Execution by DEPARTMENT End Date: 07/31/2024

As a precondition to the effectiveness of this Agreement, the GRANTEE is required to sign and return it to the DEPARTMENT with the necessary attachments by 09/18/2022, or the Agreement may be cancelled by the DEPARTMENT. This Agreement is not effective until the GRANTEE has signed it, returned it, and the DEPARTMENT has signed it.

The individuals signing below certify by their signatures that they are authorized to sign this Agreement on behalf of their agencies , and that the parties will fulfill the terms of this Agreement, including any attached appendices, as set forth herein.

GRANTEE

SIGNED
By [Print Name]:
Title:
Organization:
Date:
DUNS #
CV0047721
SIGMA Vendor Number SIGMA Address ID

Required - Please choose one
Acquisition Closing Option Desired:
This project will be completed utilizing a grant reimbursement process.
This project will be completed utilizing an escrow closing process.

MICHIGAN DEPARTMENT OF NATURAL RESOURCES

SIGNED:
By
Grants Section Manager
Date of Execution by DEPARTMENT

1. This Agreement shall be administered on behalf of the DEPARTMENT by the Grants Management Section within the Finance and Operations Division. All notices, reports, documents, requests, actions or other communications required between the DEPARTMENT and the GRANTEE shall be submitted through the department's online grant management system, MiRecGrants, which is accessed through www.michigan.gov/dnr-grants, unless otherwise instructed by the DEPARTMENT. Primary points of contact pertaining to this agreement shall be:

GRANTEE CONTACT

Name/Title

Organization

Address

Address

Telephone Number

E-mail Address

DEPARTMENT CONTACT

MNRTF Grant Program Manager

Name/Title

Grants Management/DNR Finance & Operations

Organization

525 W. Allegan Street, Lansing, MI 48933

Address

P.O. Box 30425, Lansing, MI 48909

Address

517-284-7268

Telephone Number

DNR-Grants@michigan.gov

E-mail Address

2. The legal description of the project area, boundary map of the project area, and the land acquisition grant application bearing the number **TF21-0108** uploaded to MiRecGrants are by this reference made part of this Agreement. The Agreement together with the referenced documents in MiRecGrants constitute the entire Agreement between the parties and may be modified only in writing and executed in the same manner as the Agreement is executed.
3. The time period allowed for project completion is from **07/20/2022** through **07/31/2024**, hereinafter referred to as the "project period." Requests by the GRANTEE to extend the project period shall be submitted in MiRecGrants before the expiration of the project period. Extensions to the project period are at the discretion of the DEPARTMENT and may only be extended by an amendment to this Agreement.
4. The grant herein provided is for the acquisition by the GRANTEE of **58** acres of land in **Fee Simple** title free of all liens and encumbrances, situated and being in the city/village/township of **Petoskey**, in the County of **Emmet, STATE OF MICHIGAN** as described in the uploaded legal description and shown on the uploaded boundary map. As used in this Agreement, the words "project area" shall mean the lands acquired under this Agreement as described in this Section.
5. The project area shall be used for **habitat conservation, forest management and outdoor recreation**, as further described in the GRANTEE'S proposal to the DEPARTMENT and approved by the MNRTF Board. Significant changes in the use of the project area as described in this Section require the prior written authorization of the DEPARTMENT.
6. In order to preserve the financial resources of the State of Michigan and to prevent unjust enrichment of a third party interim owner, if the landowner listed in the project application grants any rights in the real property to an individual or agency other than the GRANTEE, the DEPARTMENT may inspect the terms of the conveyance as a condition to approving the GRANTEE to close.
7. The DEPARTMENT will:
 - a. grant to the GRANTEE a sum of money equal to **Seventy-Five percent (75%)** as reimbursement or as payment into an escrow account for escrow closing, of the total eligible cost of acquisition of fee simple title free of all liens

and encumbrances to the lands in the project area, not to exceed the sum of **One Hundred and Eighty-Seven Thousand Five Hundred dollars (\$187,500.00)**. Acquisition of easements or other rights in land less than fee simple will be considered on a case by case basis at the discretion of the DEPARTMENT .

- b. include the following in the total cost of acquisition eligible for grant funding (based on grant percentage) as provided for in Section 7(a):
 - i. Purchase price of the land, up to the market value, in the project area acquired by the GRANTEE during the project period as provided for in section 9(f) of this Agreement;
 - ii. Reasonable and appropriate costs incurred and paid by the GRANTEE during the project period for recording fees, title insurance, transfer tax, prorated property tax, closing fees and environmental assessments; and
 - iii. Costs incurred and paid by the GRANTEE for appraisal(s) as provided for in Section 9(f) and approved by the DEPARTMENT.
- c. grant funds to the GRANTEE for eligible costs and expenses incurred, as follows:
 - i. Payments will be made on a reimbursement basis or to an escrow account for escrow closing for **Seventy-Five percent (75%)** of the eligible expenses incurred by the GRANTEE up to 90% of the maximum amount allowable under the grant.
 - ii. Reimbursement (or payment to an escrow account for escrow closing) will be made only upon DEPARTMENT review and approval of a complete reimbursement (or escrow closing) request submitted by the GRANTEE on forms provided by the DEPARTMENT that meet all documentation requirements set forth by the DEPARTMENT. A complete reimbursement or escrow closing request must document the total cost of the acquisition and the GRANTEE's compliance with Section 8 of this Agreement and DEPARTMENT acquisition project procedures.
 - iii. The DEPARTMENT shall conduct an audit of the project's financial records upon approval of the final reimbursement request or completion of the escrow closing. The DEPARTMENT may issue an audit report with no deductions or may find some costs ineligible for final audit reimbursement.
 - iv. The final 10% of the grant amount will be released upon completion of a satisfactory audit by the DEPARTMENT and documentation that the GRANTEE has erected proper signage acknowledging MNRTF assistance in compliance with Section 9(q) of this Agreement.

8. Closing Options:

a. FOR REIMBURSEMENT PROJECTS:

The GRANTEE shall be eligible for reimbursement only upon GRANTEE'S completion of all of the following:

- i. Electing to use the grant reimbursement closing process at time of signing this project agreement (See grey box prior to signature section).
- ii. Acquisition by GRANTEE of fee simple title free of all liens and encumbrances of all land in the project area. Acquisition of easements or other rights in land less than fee simple will be considered on a case by case basis at the discretion of the DEPARTMENT.
- iii. Submission of proof of acquisition of marketable record title to the DEPARTMENT in the form of a policy of title insurance ensuring the GRANTEE possesses marketable record title in fee simple, free of all liens and encumbrances to the land in the project area. Said policy is to insure the GRANTEE against loss or damage at least equal to the purchase price of the subject land.
- iv. Proper conveyance to the State of Michigan of all mineral interest to which the State is entitled under this Agreement as outlined in Section 9(m).
- v. Submission of a complete request for reimbursement as set forth in this Agreement.

b. FOR ESCROW CLOSING PROJECTS:

The GRANTEE shall be eligible for grant funding through escrow closing process only upon GRANTEE'S completion of the following:

- i. Electing to use the escrow closing process at time of signing this project agreement (See grey box prior to signature section).
- ii. Securing the services of a reputable title company who will agree to serve as the escrow closing agent.
- iii. Execution of escrow closing agreement by GRANTEE, DEPARTMENT, LANDOWNER/SELLER and title company (agent).

- iv. Providing Department and title company an approximate desired timeframe for closing.
- v. Sending DEPARTMENT the draft closing packet (reference Land Acquisition Escrow Closing Package Checklist) at least 60 days prior to the desired closing date.
- vi. Coordinating with title company to schedule the exact closing date after DEPARTMENT'S approval of draft closing documents and submitting to DEPARTMENT an updated closing statement from the title company at least 10 days before the desired closing date.
- vii. Submitting local matching funds plus 10% of the eligible grant amount to title company for deposit into escrow account and providing proof of escrowed funds to the DEPARTMENT.

9. The GRANTEE will:

- a. immediately make available all funds needed to pay all necessary costs required to complete the project and to provide **Sixty-Two Thousand Five Hundred dollars (\$62,500.00)** as local match to this project. This sum represents **Twenty-Five percent (25%)** of the total eligible cost of acquisition including incidental costs. Any cost overruns incurred to complete the project called for by this Agreement shall be the sole responsibility of the GRANTEE.
- b. complete the acquisition in compliance with the acquisition project procedures set forth by the DEPARTMENT.
- c. make no written offer or commitment to purchase lands in the project area before execution of this Agreement and before written DEPARTMENT approval as provided for in Section 9. Failure to comply with this requirement shall, at the option of the DEPARTMENT, make the cost of the property an ineligible expense under this Agreement and subject this Agreement to termination by the DEPARTMENT.
- d. provide verification that the site is not a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended, based on the results of due diligence and, if needed, an environmental assessment or, if the site has been determined to be a facility, to provide documentation of due care compliance. The results of the due diligence must be accounted for in the appraisal(s).
- e. complete a 40-year title review on the property. The results of the title review must be accounted for in the appraisal(s).
- f. obtain an appraisal of the real estate within the project area in accordance with standards established by the DEPARTMENT to determine the market value thereof; two appraisals meeting these standards being required for properties valued at \$750,000 or more. Failure to complete the appraisal(s) in this manner shall make the cost of said appraisal(s) an ineligible expense under this Agreement.
- g. submit the appraisal(s) to the DEPARTMENT for approval no later than 120 days after the date of execution of this Agreement. No written offer or commitment to purchase land in the project area shall be transmitted by the GRANTEE until after approval has been given in writing by the DEPARTMENT.
- h. perform, or to directly contract for the performance of, all appraisal(s), appraisal review(s), title review, closing and acquisition of all lands in the project area.
- i. eliminate all pre-existing non-recreation uses of the project area within 90 days of the date of acquisition, unless otherwise approved by the DEPARTMENT in writing.
- j. remove existing structures or make ready for an appropriate use in a reasonable time frame after completion of the acquisition.
- k. complete acquisition of the entire project area before **07/31/2024**. Failure to acquire the project area by **07/31/2024** shall constitute a breach of this Agreement and subject the GRANTEE to the remedies provided by law and set forth in Section 23 of this Agreement.
- l. provide the DEPARTMENT all documents and information as specified in Sections 8a or 8b of this Agreement. If utilizing reimbursement process, documents must be submitted within 60 days after the transaction is closed. If utilizing escrow closing process, documents must be submitted no later than 60 days prior to desired closing. Failure to submit the required documents and information for review shall constitute a material breach of this Agreement. Proof of payment to seller (such as cancelled check, wire confirmation, etc.), recorded warranty deed, recorded mineral royalty deed and recorded Declaration and Notice must be submitted to the DEPARTMENT within 60 days after closing. The final 10% of eligible grant amount will be released upon satisfactory audit review and approval by the DEPARTMENT.
- m. for parcels over 5 acres, execute, acknowledge and deliver to the DEPARTMENT a deed conveying to the State of Michigan a perpetual nonparticipating royalty equal to 1/6 of the gross proceeds of sale of all oil and/or gas and other minerals produced and saved in any combination from the mineral rights in, on or under the lands in the project area.
- n. retain all rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in perpetuity.
- o. not develop any rights acquired by the GRANTEE in coal, oil, gas, sand, gravel or any other minerals in, on or under the lands in the project area in a manner that diminishes the usefulness of the project area for its intended purposes.

In addition, GRANTEE agrees not to develop, or allow others to develop, any such minerals from sites adjacent to the project area in a manner that diminishes the usefulness of the project area for its intended purposes.

- p. maintain satisfactory financial accounts, records, and documents and to make them available to the DEPARTMENT for auditing upon request. Such accounts, records, and documents shall be retained by the GRANTEE for not less than three years following submittal of the final audit reimbursement request.
 - q. erect and maintain a sign or other acknowledgement as approved by the DEPARTMENT on the property which designates this project as one having been acquired with the assistance of the MNRTF. The size, color, and design of this sign shall be in accordance with DEPARTMENT specifications.
 - r. conduct a dedication/ribbon-cutting ceremony as soon as possible after the project is completed and the MNRTF sign is erected within the project area. At least 30 days prior to the dedication/ribbon-cutting ceremony, the DEPARTMENT must be notified in writing of the date, time, and location of the dedication/ribbon-cutting ceremony. GRANTEE shall provide notice of ceremony in the local media. Use of the grant program logo and a brief description of the program are strongly encouraged in public recreation brochures produced by the GRANTEE. At the discretion of the DEPARTMENT, the requirement to conduct a dedication/ribbon-cutting ceremony may be waived.
 - s. provide the DEPARTMENT for approval, a complete tariff schedule containing all charges to be assessed against the public utilizing the project area and/or any facilities constructed thereon, and to provide the DEPARTMENT for approval, all amendments thereto before the effective date of such amendments. Any tariff schedule proposed shall provide solely for sufficient revenues to cover the costs of operating, maintaining and/or developing the premises and/or any facilities provided thereon. Preferential membership or annual permit systems are prohibited at this site. Differences in admission and other fees may be instituted on the basis of residence. Nonresident fees shall not exceed twice that charged residents. If no resident fees are charged, nonresident fees may not exceed the rate charged residents at other comparable state and local public recreation facilities.
 - t. separately account for any revenues received from the project area which exceed the demonstrated operating costs and to reserve such surplus revenues for the future maintenance and/or expansion of the GRANTEE'S park and outdoor recreation program.
 - u. furnish the DEPARTMENT, upon request, detailed statements covering the annual operation of project area and/or facilities, including income and expenses and such other information the DEPARTMENT might reasonably require.
 - v. adopt such ordinances and/or resolutions as shall be required to effectuate the provisions of this Agreement; certified copies of all such ordinances and/or resolutions adopted for such purposes shall be forwarded to the DEPARTMENT before the effective date thereof.
 - w. maintain the premises in such condition as to comply with all federal, state, and local laws which may be applicable and to make any and all payments required to pay any and all taxes, fees, or assessments legally imposed against the project area.
 - x. make the project area and any facilities located thereon, as well as the land and water access ways to them, open to the public within 90 days of the date of acquisition and keep them open to the public at all times on equal and reasonable terms. No individual shall be denied ingress or egress thereto or the use thereof because of sex, race, color, religion, national origin, residence, age, height, weight, familial status, marital status or disability.
 - y. make the project area and any future facilities provided thereon available for public outdoor recreation in perpetuity and in accordance with uses described in this Agreement and APPENDIX C, to regulate the use thereof and to provide for the maintenance thereof to the satisfaction of the DEPARTMENT, and to appropriate such moneys and/or provide such services as shall be necessary to provide such adequate maintenance.
10. The GRANTEE shall acquire fee simple title, free of all liens, encumbrances, or restrictions on future use to the lands in the project area. The fee simple title acquired shall not be subject to (1) any possibility of reversion or right of entry for condition broken or any other executory limitation which may result in defeasance of title or (2) to any reservations or prior conveyance of coal, oil, gas, sand, gravel or any other mineral interests.
11. The GRANTEE shall not allow any encumbrance, lien, security interest, mortgage or any evidence of indebtedness to attach to or be perfected against the project area.
12. The project area and any facilities located thereon shall not be wholly or partially conveyed, either in fee, easement or otherwise, or leased for a term of years, or for any other period, nor shall there be any whole or partial transfer of title, ownership, or right of ownership or control without the written approval and consent of the DEPARTMENT.
13. The assistance provided to the GRANTEE as a result of this Agreement is intended to have a lasting effect on the supply of outdoor recreation, scenic beauty sites, and recreation facilities beyond the financial contribution alone and permanently commits the project area to Michigan's outdoor recreation estate, therefore:
- a. The GRANTEE agrees that lands in the project area are being acquired with MNRTF assistance and shall be

maintained in public outdoor recreation use in perpetuity. No portion of the project area shall be converted to other than public outdoor recreation use without the approval of the DEPARTMENT. The DEPARTMENT shall approve such conversion only upon such conditions as it deems necessary to assure the substitution by GRANTEE of other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such substituted land shall become part of the project area and will be subject to all the provisions of this Agreement.

- b. Approval of a conversion shall be at the sole discretion of the DEPARTMENT.
- c. Before completion of the project, the GRANTEE and the DEPARTMENT may mutually agree to alter the project area through an amendment to this Agreement to provide the most satisfactory public outdoor recreation area.

14. Should title to the lands in the project area or any portion thereof be acquired from the GRANTEE by any other entity through exercise of the power of eminent domain, the GRANTEE agrees that the proceeds awarded to the GRANTEE shall be used to replace the lands affected with outdoor recreation properties of equal or greater market value, and of reasonably equivalent usefulness and location. The DEPARTMENT shall approve such replacement only upon such conditions as it deems necessary to assure the substitution with other outdoor recreation properties of equal or greater market value and of reasonably equivalent usefulness and location. Such replacement land shall be subject to all the provisions of this Agreement.

15. The GRANTEE acknowledges that:

- a. The GRANTEE has examined the project area and has found the property safe for public use or actions will be taken by the GRANTEE to make the property safe for public use no later than 90 days after the date of acquisition; and
- b. The GRANTEE is solely responsible for development, operation, and maintenance of the project area, and that responsibility for actions taken to develop, operate, or maintain the project area is solely that of the GRANTEE; and
- c. The DEPARTMENT'S involvement in the premises is limited solely to the making of a grant to assist the GRANTEE in acquiring the premises.
- d. The GRANTEE acknowledges that the DEPARTMENT is not responsible for any tax liability assessed on the property after closing by the GRANTEE. Further, the eligible amount of tax pro-rated at time of closing will be determined by the DEPARTMENT.

16. Before the DEPARTMENT will give approval to make a written offer to purchase the property included in this project, the GRANTEE must provide documentation to the DEPARTMENT that indicates either:

- a. It is reasonable for the GRANTEE to conclude, based on the advice of an environmental consultant, as appropriate, that no portion of the project area is a facility as defined in Part 201 of the Michigan Natural Resources and Environmental Protection Act, Act 451 of the Public Acts of 1994, as amended;

or

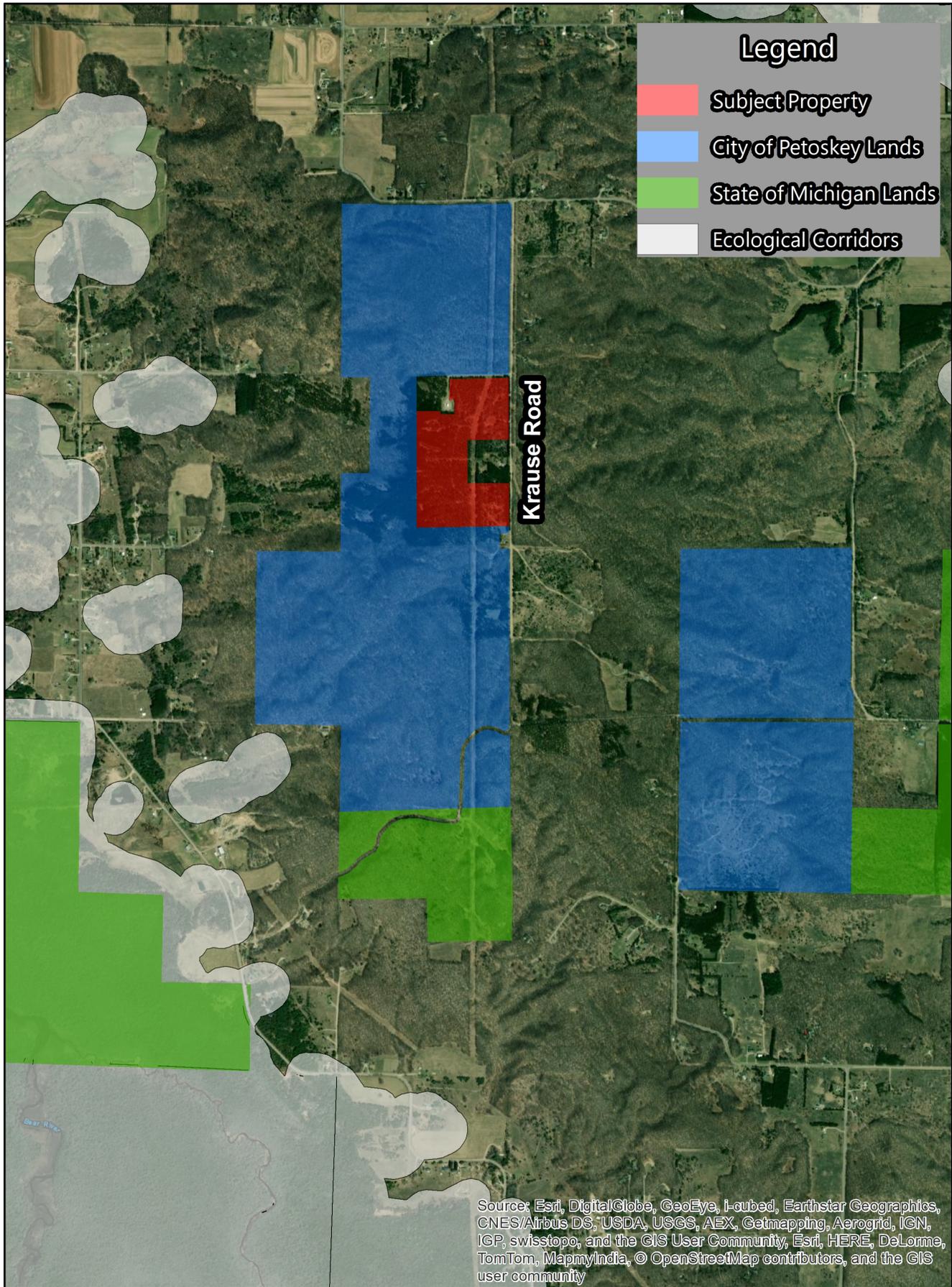
- b. If any portion of the project area is a facility, documentation that Department of Environment, Great Lakes and Energy-approved response actions have been or will be taken to make the site safe for its intended use within the project period, and that implementation and long-term maintenance of response actions will not hinder public outdoor recreation use and/or the resource protection values of the project area.

17. If the DEPARTMENT determines that, based on contamination, the project area will not be made safe for the planned recreation use within the project period, or another date established by the DEPARTMENT in writing, or if the DEPARTMENT determines that the presence of contamination will reduce the overall usefulness of the property for public recreation and resource protection, the grant may be cancelled by the DEPARTMENT with no reimbursement made to the GRANTEE.

18. The GRANTEE shall acquire and maintain, or cause to be acquired or maintained, insurance which will protect the GRANTEE from claims which may arise out of or result from the GRANTEE'S operations under this Agreement, whether performed by the GRANTEE, a subcontractor or anyone directly or indirectly employed by the GRANTEE, or anyone for whose acts may hold them liable. Such insurance shall be with companies authorized to do business in the State of Michigan in such amounts and against such risks as are ordinarily carried by similar entities, including but not limited to public liability insurance, worker's compensation insurance or a program of self-insurance complying with the requirements of Michigan law. The GRANTEE shall provide evidence of such insurance to the DEPARTMENT at its request.

19. Nothing in this Agreement shall be construed to impose any obligation upon the DEPARTMENT to operate, maintain or provide funding for the operation and/or maintenance of any recreational facilities in the project area.
20. The GRANTEE hereby represents that it will defend any suit brought against either party which involves title, ownership, or any other rights, whether specific or general, including any appurtenant riparian rights, to and in the project area and any lands connected with or affected by this project.
21. The GRANTEE is responsible for the use and occupancy of the premises, the project area and the facilities thereon. The GRANTEE is responsible for the safety of all individuals who are invitees or licensees of the premises. The GRANTEE will defend all claims resulting from the use and occupancy of the premises, the project area and the facilities thereon. The DEPARTMENT is not responsible for the use and occupancy of the premises, the project area and the facilities thereon.
22. Failure by the GRANTEE to comply with any of the provisions of this Agreement shall constitute a material breach of this Agreement.
23. Upon breach of the Agreement by the GRANTEE, the DEPARTMENT, in addition to any other remedy provided by law and this Agreement, may:
 - a. Terminate this Agreement; and/or
 - b. Withhold and/or cancel future payments to the GRANTEE on any or all current recreation grant projects until the violation is resolved to the satisfaction of the DEPARTMENT; and/or
 - c. Withhold action on all pending and future grant applications submitted by the GRANTEE under the Michigan Natural Resources Trust Fund, the Land and Water Conservation Fund and the Recreation Passport Grant Program; and/or
 - d. Require repayment of grant funds already paid to GRANTEE; and/or
 - e. Seek specific performance of the Agreement terms.
24. This Agreement may be canceled by the DEPARTMENT, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the GRANTEE, or upon mutual Agreement by the DEPARTMENT and GRANTEE. The DEPARTMENT may honor requests for just and equitable compensation to the GRANTEE for all satisfactory and eligible work completed under this Agreement up until 30 days after written notice, upon which time all outstanding reports and documents are due to the DEPARTMENT and the DEPARTMENT will no longer be liable to pay the GRANTEE for any further charges to the grant.
25. The GRANTEE agrees that the benefit to be derived by the State of Michigan from the full compliance by the GRANTEE with the terms of this Agreement is the preservation, protection and the net increase in the quality of public outdoor recreation facilities and resources which are available to the people of the State and of the United States and such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State of Michigan by way of assistance under the terms of this Agreement. The GRANTEE agrees that after final audit reimbursement has been made to the GRANTEE, repayment by the GRANTEE of grant funds received would be inadequate compensation to the State for any breach of this Agreement. The GRANTEE further agrees therefore, that the appropriate remedy in the event of a breach by the GRANTEE of this Agreement after final audit reimbursement has been made shall be the specific performance of this Agreement.
26. The GRANTEE agrees not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status, partisan considerations, or a disability or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. The GRANTEE further agrees that any subcontract shall contain non-discrimination provisions which are not less stringent than this provision and binding upon any and all subcontractors. A breach of this covenant shall be regarded as a material breach of this Agreement.
27. The GRANTEE may not assign or transfer any interest in this Agreement without prior written authorization of the DEPARTMENT.
28. The rights of the DEPARTMENT under this Agreement shall continue in perpetuity.

If this Agreement is approved by Resolution, a true copy must be attached to this Agreement. A sample Resolution is on the next page.





BOARD: City Council

MEETING DATE: August 1, 2022

PREPARED: July 28, 2022

AGENDA SUBJECT: Initiative Petition – Recreational Marihuana

RECOMMENDATION: Review petition and options for processing petition

Initiative On July 19, 2022 the City was presented an Initiative petition from Prosperity Petoskey that proposes to amend Chapter 8, Article VI of the Petoskey Code of Ordinances. The initiative petition would provide additional language to allow and provide for the licensing of adult use recreational marihuana retail establishments. Section 8-171 (a)(2) would require applicants to include within their application a copy of a permit issued by the City for medical marihuana provisioning center. Currently, the City allows up to 3 medical marihuana establishments.

Petitions Enclosed is a copy of the petition which includes the petition on the front page and the proposed ordinance amendment on the back, with a signed Affidavit of Petition Circulator attached. The initial petitions and subsequent petitions were reviewed by the Office of Clerk-Treasurer staff.

The submission, at this time, consists of 101 petition pages and contains 525 verified signatures, or 5 in addition to the 520 signatures required by City Charter provision. The Charter requires a minimum of 10% of the number of City registered voters in the last General Election. The 2021 General Election had 5,194 registered voters. The petitions contained 714 signatures of which 189 were not verified. The petitioner plans on submitting additional petitions on Friday.

City Charter Charter provisions require the City Clerk to submit the petition to City Council at the next regular meeting. Section 7.5 of the Charter provides Council with two options. Council may enact the ordinance as submitted in the petitions or submit the proposal to voters.

If City Council desires to enact the ordinance, this meeting would act as the introductory meeting and Council could take action on adopting the ordinance at the August 15 meeting. If Council does not desire to enact the ordinance the proposal would be placed on the ballot for the November General Election.

Ballot language would be prepared and provided by the City Attorney at the next regular meeting for City Council to approve, as State Election law requires ballot language to be provided to the County Clerk by August 16, 2022.

Action City Council will be asked to review the petition and possibly decide on which of the two City Charter options to pursue. If Council desires, staff can provide the additional information at the August 15, 2022 meeting and a decision can be made at that time.

at
Enclosure

The petition circulator is a (check one):

- Paid signature gatherer
- Volunteer signature gatherer

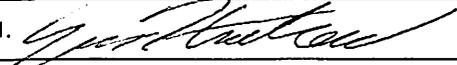
NOTICE: If the petition circulator does not comply with all of the requirements of the Michigan election law for petition circulators, any signature obtained on this petition is invalid and will not be counted.

COUNTY/LOCAL PROPOSAL PETITION

We, the undersigned qualified and registered electors, residents in the City of Petoskey, Emmet County, State of Michigan, respectively petition for:

Initiation of an ordinance, pursuant to Chapter 7 of the Petoskey City Charter, to amend Chapter 8, Article VI, of the Petoskey Code of Ordinances to allow and provide for the licensing of adult-use (recreational) marijuana retailers. This petition is addressed to the Petoskey City Council, as required by Charter Section 7.2. The full text of the proposed ordinance is on the reverse side of this petition.

WARNING – A person who knowingly signs this petition more than once, signs a name other than his or her own, signs when not a qualified and registered elector, or sets opposite his or her signature on a petition, a date other than the actual date the signature was affixed, is violating the provisions of the Michigan election law.

	SIGNATURE	PRINTED NAME	STREET ADDRESS OR RURAL ROUTE	ZIP CODE	DATE OF SIGNING		
					MO	DAY	YEAR
1.		Evan Hartland	777 Hayner Dr #5C Apt	49770	07	26	2022
2.							
3.							
4.							
5.							
6.							
7.							
8.							

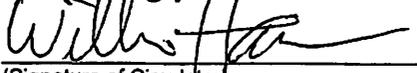
CERTIFICATE OF CIRCULATOR

The undersigned circulator of the above petition asserts that he or she is 18 years of age or older and a United States citizen; that each signature on the petition was signed in his or her presence; that he or she has neither caused nor permitted a person to sign the petition more than once and has no knowledge of a person signing the petition more than once; and that, to his or her best knowledge and belief, each signature is the genuine signature of the person purporting to sign the petition, the person signing the petition was at the time of signing a registered elector of the city or township indicated preceding the signature, and the elector was qualified to sign the petition.

If the circulator is not a resident of Michigan, the circulator shall make a cross or check mark in the box provided, otherwise each signature on this petition sheet is invalid and the signatures will not be counted by a filing official. By making a cross or check mark in the box provided, the undersigned circulator asserts that he or she is not a resident of Michigan and agrees to accept the jurisdiction of this state for the purpose of any legal proceeding or hearing that concerns a petition sheet executed by the circulator and agrees that legal process served on the Secretary of State or a designated agent of the Secretary of State has the same effect as if personally served on the circulator.

WARNING – A circulator knowingly making a false statement in the above certificate, a person not a circulator who signs as a circulator, or a person who signs a name other than his or her own as circulator is guilty of a misdemeanor.

CIRCULATOR – Do not sign or date certificate until after circulating petition.


(Signature of Circulator)

7, 27, 22
(Date)

William Hansen
(Printed Name of Circulator)

2200 Click Rd
Complete Residence Address (Street and Number or Rural Route) [Do Not Enter A Post Office Box]

Petoskey MI 49770
(City or Township, State, Zip Code)

(County of Registration, if Registered to Vote, of a Circulator who is not a Resident of Michigan)

INITIATED ORDINANCE NO. 2022-__

AN ORDINANCE TO AMEND CHAPTER 8, ARTICLE VI, OF THE PETOSKEY CODE OF ORDINANCES TO ALLOW AND PROVIDE FOR THE LICENSING OF ADULT-USE (RECREATIONAL) MARIHUANA RETAILERS AND PROVIDE PENALTIES FOR VIOLATIONS

The City of Petoskey ordains that Chapter 8, Article VI, of the Petoskey Code of Ordinances is amended to provide in its entirety as follows:

Article VI – Adult-Use Marihuana Establishments

Sec. 8-169. Definitions.

Words and phrases used in this article shall have the same meanings as ascribed to them in the Michigan regulation and taxation of marihuana act, 2018 IL 1, as amended MCL 333.27951 *et seq.* (the "MRTMA") unless the context clearly indicates otherwise.

Sec. 8-170. Authorization of Adult-Use (Recreational) Marihuana Retailers.

- (a) Marihuana retailers may be authorized to operate in the City of Petoskey pursuant to this article.
- (b) Before operating, a prospective marihuana retailer must apply for and obtain authorization granted by the City Clerk pursuant to section 8-171 of this article. A prospective marihuana retailer is not eligible for a state operating license until the City Clerk grants authorization.
- (c) No other marihuana establishments (aside from marihuana retailers) may operate within the City.

Sec. 8-171. Application Process.

- (a) *Submission.* An applicant may apply for authorization to operate a marihuana retailer by submitting the following items to the City Clerk:
 - (1) A copy of official paperwork issued by the Michigan Department of Licensing and Regulatory Affairs ("LARA") indicating that the applicant has successfully completed the prequalification step of the application for a state operating license.
 - (2) A copy of a final permit issued under Section 8-362(k) of the City Code authorizing the applicant to operate a medical marihuana provisioning center in the City.
 - (3) A signed statement from the applicant or an officer thereof certifying that the applicant, or an affiliated entity of the applicant, has operated a medical marihuana provisioning center in the City without receiving a criminal or civil infraction citation from any state or local authority for a consecutive period of at least 2 months. For purposes of this article, "affiliated entity" means, with respect to any entity, any other entity that controls, or is controlled by, or is under 100% common control with, such person or entity.
 - (3) A signed statement from the owner of record of the parcel on which the proposed establishment is to be located, indicating support for the application. Only 1 application may be submitted per parcel.
 - (4) The address, tax identification number, and zoning designation of the proposed location.
- (b) *Authorization.* The City Clerk shall accept and authorize any application that includes the items listed above. For any proposed establishment that has received authorization, the City Clerk shall, upon request of the applicant, certify that the City has not adopted an ordinance prohibiting adult-use marihuana establishments. It is the express intent of this article that the Clerk's review of the application, issuance of authorization, and issuance of the foregoing certification and other similar certifications shall be considered ministerial functions enforceable through an action for a writ of mandamus.

Sec. 8-172. Regulations.

- (a) *Compliance with applicable laws and regulations.* Marihuana establishments must be operated in compliance with the MRTMA and, as applicable, all applicable rules promulgated by LARA, all conditions of the establishment's state operating license, and all applicable ordinances and codes.
- (b) *Request for revocation of state operating license.* If at any time an authorized establishment violates this article or any other applicable ordinance, or if the City Clerk determines that an applicant engaged in material fraud in preparing its application under Section 8-171, the City may request that LARA revoke or refrain from renewing the establishment's state operating license.
- (c) *Transfers of state operating licenses.* A license for an existing business may be transferred to a new licensee that intends to continue operating at the same location, subject to approval by LARA
- (d) *Civil infraction.* It is unlawful to disobey, neglect, or refuse to comply with any provision of this article. A violation of this article is a municipal civil infraction and a nuisance per se. Each day the violation continues shall be a separate offense.
- (e) *Other remedies.* The foregoing sanctions are in addition to the City's right to seek other appropriate and proper remedies, including actions in law or equity.

Sec. 8-173. Severability; Effective Date.

- (a) *Severability.* Should any provision or section of this article be held invalid, such holding shall not be construed as affecting the validity of any of the remaining provisions or sections of this article or of any authorization or license issued hereunder, it being the express of this article that such provisions, sections, authorizations, and licenses shall stand, notwithstanding the invalidity.
- (b) *Effective date.* This ordinance shall take effect 14 days after the date of its adoption.

AFFIDAVIT OF PETITION CIRCULATOR

I, William Hansen, being first duly sworn, deposes and says as follows:

1. I personally circulated the attached petition sheet.
2. Each signature on the attached petition sheet is genuine in the sense that it was signed by an individual to whom I circulated the petition, and in the sense that such individual signed the petition only once.
3. To the best of my knowledge, each signature on the petition sheet is the signature of the person whose name it purports to be.
4. I believe that each and every signer of the attached petition sheet is a registered voter of the City of Petoskey.
5. This affidavit is being submitted in accordance with Section 7.3 of the Petoskey City Charter.

Further Affiant sayeth not.

William Hansen

PETITION CIRCULATOR

STATE OF MICHIGAN)
COUNTY OF Emmet)

On this 27 day of July, 2022, before me personally appeared William Hansen, who signed the foregoing Affidavit.

C. Woodbury

Notary's Name: _____
Notary Public, State of _____, County of _____
My Commission expires: _____
Acting in the County of _____

C. WOODBURY
Notary Public, State of Michigan
County of Emmet
My Commission Expires Jan. 11, 2025
Acting in the County of Emmet



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: August 1, 2022

PREPARED: July 28, 2022

AGENDA SUBJECT: Ward and City Convention Procedures Update

RECOMMENDATION: Motion to consider Ward and City Convention Procedures Update

Background The current Ward and City Convention Procedures updates have been drafted for review and consideration based upon the successful ballot measure in November 2021, extending the term of the Mayor from one year to two-year terms and City Council from two-year terms to three-year terms.

Action Motion to approve routine updates to the Ward and City Convention Procedures to be consistent with current election terms of the Mayor and City Councilmembers.

sh
Enclosures



City of Petoskey

Resolution

WHEREAS, the November 2021 ballot measure increased the length of the term for Mayor from one year to two years and that of City Council from two years to three years; and

WHEREAS, the current Ward and City Convention Procedures are included in agenda packet with proposed redlined updates to account for these term changes:

NOW, THEREFORE, BE IT RESOLVED that the City of Petoskey City Council hereby approves and adopts the proposed changes to the Ward and City Convention Procedures.

State of Michigan)
County of Emmet) ss.
City of Petoskey)

I, Alan Terry, Clerk of the City of Petoskey, do hereby certify that the foregoing is a true copy of a resolution adopted by the City of Petoskey City Council in regular session assembled on the 1st day of August 2022, and of the whole thereof.

In witness whereof, I have here unto set my hand and affirmed the corporate seal of said City this ____ day of _____, 2022.

Alan Terry, City Clerk



City of Petoskey

WARD CONVENTION PROCEDURES

PURPOSE OF THE WARD CONVENTIONS:

1. Select up to two non-partisan candidates for City Councilmember in each Ward every ~~three~~ other years. ~~The First and Third Wards select candidates for City Councilmember in odd calendar years and in the Second and Fourth Wards in even years.~~ These two candidates for City Councilmember will appear on the ___ November ballot.
2. Select up to 15 Delegates and 5 alternates from each Ward for the ~~annual~~ City Convention. These 60 Delegates will select up to two candidates for Mayor at the ~~annual~~ City Convention. These candidates for Mayor will appear on the November ballot.
3. Hear comments on Ward or City issues.

WARD CONVENTION MEETING AGENDA:

1. Call to order-
2. Eligibility-
3. Select Chairperson for the meeting-
4. Select Clerk for the meeting-
5. Select up to two candidates for City Councilmember-
~~(This applies to the First and Third Wards in odd years and the Second and Fourth Wards in even years.)~~
6. Select up to 15 Delegates and 5 Alternates for the annual City Convention-
7. Comments-
8. Adjourn-

WARD CONVENTION PARTICIPATION ELIGIBILITY:

To participate in the business of this meeting you must be all of the following:

1. A resident of the Ward;
2. At least 18 years of age;
3. A citizen of the United States; and
4. Otherwise qualified as a voter under the Constitution and laws of the State of Michigan.

You do not need to be registered as a voter.

[Charter 3.1, 3.3, 3.4]

MEETING PROCEDURES

STEP 1 - CALL TO ORDER

The meeting shall be called to order at 8:00 P.M. by any eligible person of the Ward, customarily the current City Councilmember. This person shall conduct the meeting until a Chairperson is selected. [Charter 3.4.]

STEP 2 - ANNOUNCE PARTICIPATION ELIGIBILITY RULES

The person calling the meeting to order shall announce the eligibility rules, above.

STEP 3 - WARD CONVENTION CHAIRPERSON SELECTION

Eligible attendees shall select a Chairperson. The Chairperson must be an eligible attendee. [Charter 3.4.]

Nominations for Chairperson do not require a second. A person can nominate themselves. Not hearing any further nominations, the person conducting the meeting may close nominations. A motion and second is not required. [Robert's Rules.]

If more than one candidate is nominated for the position of Ward Convention Chairperson, an election shall be conducted. Each voter shall vote for only one candidate. The candidate receiving the most votes is the Chairperson.

This election could be accomplished by voice vote, or preferably by a show of hands, but also could be accomplished by use of ballots that have been prepared on yellow paper by the City Clerk. At least two eligible attendees neither of whom are candidates for the position of Ward Convention Chairperson, shall be selected to count and confirm results of the ballot election for Ward Convention Chairperson.

Upon selection of a Ward Convention Chairperson, the Ward Convention Chairperson shall preside for the remainder of the Ward Convention.

STEP 4 - WARD CONVENTION CLERK SELECTION

Eligible attendees shall select a Ward Convention Clerk. The Clerk must be an eligible attendee. [Charter 3.4]

Nominations for Clerk do not require a second. A person can nominate themselves. Not hearing any further nominations, the person conducting the meeting may close nominations. A motion and second is not required.

If more than one candidate is nominated for the position of Ward Convention Clerk, an election shall be conducted. Each voter shall vote for only one candidate. The candidate receiving the most votes is the Clerk.

Again, this election could be accomplished by a voice vote, or preferably by a show of hands, but also could be accomplished by the use of ballots that have been prepared on green paper by the City Clerk. The Ward Convention Chairperson, and/or the Ward Convention Chairperson's designee(s), shall count and confirm results of the ballot election for Ward Convention Clerk.

STEP 5 - CITY COUNCILMEMBER CANDIDATE SELECTION, IF APPLICABLE

~~Each convention shall nominate two (2) candidates for councilmember (in the year in which a vacancy occurs from that ward). The voters present may determine to nominate only one (1) candidate for councilmember. [Charter 3.3.] This entire step only applies to the First and Third Wards in odd calendar years and the Second and Fourth Wards in even years. [Charter 3.3.]~~

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In applicable years, eligible attendees at the Ward Conventions may select up to two candidates for City Councilmember.

The following candidacy rules apply, and shall be announced:

To be a candidate for City Councilmember, you must be all of the following:

1. A resident of the Ward;
2. A resident of the City for at least one year;
3. At least 18 years of age;
4. A citizen of the United States; and
5. Otherwise qualified as a voter under the Constitution and laws of the State of Michigan. [Charter 3.1, 3.14.]

Nominations for City Councilmember do not require a second. A person can nominate themselves. Not hearing any further nominations, the person conducting the meeting may close nominations. A motion and second is not required.

If more than two candidates are nominated for the position of City Councilmember candidate, an election shall be conducted. Each voter shall vote for only one candidate. The two candidates receiving the most votes are candidates for City Councilmember for the Ward.

This election could be accomplished by voice vote, or preferably by a show of hands, but also could be accomplished by use of ballots that have been prepared on blue paper by the City Clerk. The Ward Convention Chairperson and/or Ward Convention Clerk - and, at the Ward Chairperson's option, assisted by other Convention attendee(s) who are not candidates for the position of City Councilmember - shall count and confirm results of the ballot election for City Councilmember candidates.

The Chairperson and Clerk shall certify the eligibility of the candidates for City Councilmember.

STEP 6 - CITY CONVENTION DELEGATE AND ALTERNATE DELEGATE SELECTIONS

Eligible attendees at the Ward Convention shall select up to 15 Delegates and 5 alternates to serve as the Ward's Delegates to the City Convention that will be conducted on the date and at the location specified by the City Council.

The Delegates and alternates shall be selected by impartial drawing as follows, using materials supplied by the City Clerk:

- a. Each eligible person in attendance may submit their name to be a Delegate, using materials supplied by the City Clerk. No absentee names are allowed.

- b. ___ There shall be an impartial drawing of submitted names. The first 15 names drawn are the Delegates, and the last 5 names drawn are the alternate Delegates, listed by order of drawing. A drawing is not necessary if there are 15 or fewer names submitted.
- c. The Clerk shall announce the names of the Delegates and alternates.
- d. The Chairperson and Clerk shall certify the eligibility of Delegates and alternates. If any person is ineligible, the name shall be removed from the list, and the remaining names shall move up on the list to fill any vacancies, and new names shall be drawn to replace each ineligible person. [Charter 3.5.]
- e. Repeat c. and d. until there are up to 15 Delegates and 5 alternates, or no more names to draw from.
- f. ___ Upon completion of steps (a) through (e), if there are fewer than 15 delegates and 5 alternates, then the names of eligible persons who are not in attendance could be submitted by any eligible attendee. A separate drawing shall be conducted of only these absentee names, in the same manner as steps (b) through (e), to add to the ___ Delegates already determined in steps (a) through (e), to reach a total of 15 delegates and 5 alternates. A drawing is not necessary if the number of absentee names submitted is equal to, or fewer than, the number of names needed to reach a total of 15 Delegates.

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Each Delegate and alternate shall be supplied with a copy of the City Convention Procedure which is available on the City's website at www.petoskey.us or may be obtained at City Hall.

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Names of City Convention Delegates and alternates, and candidates for City Councilmember must be listed on the Ward Convention Certification form. The Chairperson and Clerk shall ensure that the names of the City Councilmember candidates, Delegates, and alternates are submitted to the City Clerk by 5:00 P.M. of the day following the Ward Convention. [Charter 3.5.]

STEP 7 - COMMENTS

Ward Convention attendees may discuss any matters believed appropriate.
[Not a requirement of the City Charter, but a common practice.]

STEP 8 - ADJOURNMENT

Upon motion of an eligible attendee, seconded by an eligible attendee, the Ward Convention shall be adjourned. [Robert's Rules.]

Adopted ~~July 20, 2009~~ August 1, 2022



City of Petoskey

CITY CONVENTION PROCEDURES

PURPOSE OF THE CITY CONVENTION

1. Select up to two non-partisan candidates for Mayor every two years.
2. Hear comments on Ward or City issues.

CITY CONVENTION MEETING AGENDA

1. Call to order-
2. Seating of Delegates-
3. Select Chairperson for the meeting-
4. Select Clerk for the meeting-
5. Select up to two candidates for Mayor-
6. Comments-
7. Adjourn-

CITY CONVENTION PARTICIPATION ELIGIBILITY

To participate in the business of this meeting you must be a certified Delegate, or a certified alternate Delegate assigned to replace an absent Delegate, per the following procedure. [Charter 3.5]

STEP 1 - CALL TO ORDER

The meeting shall be called to order at 8:00 P.M. by any Delegate or City officer, customarily the current Mayor. This person shall conduct the meeting until a Chairperson is selected.

STEP 2 - SEATING OF CITY CONVENTION DELEGATES

~~Name tags for Delegates and alternates shall be supplied at the City Convention by the City Clerk.~~ Delegates shall seat themselves in reserved sections by Ward.

The person conducting the meeting shall determine if the Delegates are present in each Ward. If any Ward has absent Delegates, the person conducting the meeting shall call the roll of alternate Delegates in the order that they appear on the Certified List of Delegates and Alternates, until each vacancy is filled or until there are no more alternates on the list. These assigned alternates shall be seated with the Delegates in the section reserved for their Ward.

STEP 3 - CITY CONVENTION CHAIRPERSON SELECTION

Delegates shall select a Chairperson. The Chairperson must be a Delegate.

Nominations do not require a second. A person can nominate themselves. Not hearing any more nominations, the person conducting the meeting may close nominations. A motion and second is not required.

If more than one candidate is nominated for the position of City Convention Chairperson, an election shall be conducted. Each Delegate shall vote for only one candidate. The candidate receiving the most votes is the Chairperson.

This election could be accomplished by a voice vote, or preferably by a show of hands, but also could be accomplished by use of ballots that have been prepared on yellow paper. One Delegate from each of the Four Wards, none of whom are candidates for the position of City Convention Chairperson, then shall be selected to count and to confirm the results of the ballot election.

Upon the selection of the City Convention Chairperson, the City Convention Chairperson then would preside for the remainder of the City Convention.

STEP 4 - CITY CONVENTION CLERK SELECTION

The City Convention Chairperson would call for nominations for the position of City Convention Clerk. Similar to the position of City Convention Chairperson, only Ward delegates would be eligible to serve as City Convention Clerk.

Nominations do not require a second. A person can nominate themselves. Not hearing any more nominations, the person conducting the meeting may close nominations. A motion and second is not required.

If more than one candidate is nominated for the position of City Convention Clerk, an election shall be conducted. Each Delegate shall vote for only one candidate. The candidate receiving the most votes is the Clerk.

This election could be accomplished by a voice vote, or preferably by a show of hands, but also could be accomplished by use of ballots that have been prepared on green paper by the City Clerk. The Chairperson, and/or the Chairperson's designee(s), would count and confirm the results of a ballot election for City Convention Clerk.

STEP 5 - NOMINATION OF MAYORAL CANDIDATES

The following candidacy rules apply for Mayor, and shall be announced:

To be a candidate for Mayor, you must meet all of these criteria:

1. A resident of the City for at least one year;
2. At least 18 years of age;
3. A citizen of the United States;
4. Otherwise be qualified as a voter under the Constitution and laws of the State of Michigan; and
5. A candidate for Mayor shall not at the same time be a candidate for Councilmember.
[Charter 3.1, 3.7, 3.14.]

The City Convention Chairperson would call for the nominations by City Convention Delegates of candidates for the position of Mayor for a ~~one~~two-year term. City Convention Delegates may decide to select only one candidate for the Mayor position, but ultimately could not select more than two candidates.

Nominations do not require a second. A person can nominate themselves. Not hearing any more nominations, the person conducting the meeting may close nominations. A motion and second is not required.

If there are more than two candidates for the position of Mayor, an election must be conducted. Each voter shall vote for only one candidate. The two candidates receiving the most votes are candidates for Mayor.

This election could be accomplished by voice vote, or preferably by a show of hands, but also could be accomplished by use of ballots that have been prepared on blue paper. The City Convention Chairperson and City Convention Clerk - and/or, at the City Convention Chairperson's option, assisted by City Convention Delegates(s), who are not candidates for the position of Mayor, shall count and confirm the results of the ballot election for Mayor candidates.

The names of the candidates for Mayor shall be certified by the Chairperson and Clerk of the City Convention and shall be filed with the City Clerk before 5:00 PM on the day following the convention. [Charter 3.8]

STEP 6 - COMMENTS

City Convention attendees may discuss any matters believed appropriate. [Charter 3.9.]

STEP 7 - ADJOURNMENT

Upon motion of a City Convention Delegate, seconded by a City Convention Delegate, the City Convention shall be adjourned. [Robert's Rules.]

Adopted: ~~July 20, 2009~~August 1, 2022



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: August 1, 2022

PREPARED: July 28, 2022

AGENDA SUBJECT: Discontinue Zoom Council Meetings

RECOMMENDATION: Motion to consider discontinuing the Zoom platform for City Council

Background As a result of the Covid-19 pandemic, the City of Petoskey began utilizing the Zoom platform in an effort to allow for the continuation of City business throughout the time period when remote meetings were allowed under the Open Meetings Act. This platform has continued to be utilized since April 2020. This discussion was requested simply to check in with City Council to garner feedback and direction on the use of this platform.

Action Motion to consider discussion and input to discontinue the use of the Zoom platform and continue to livestream Council meetings and store recorded sessions for the public to view on the City website.

sh
Enclosure



City of Petoskey

Resolution

WHEREAS, the Zoom platform has been utilized to facilitate City Council meetings during the Covid-19 pandemic and has continued to be utilized since April 2020; and

WHEREAS, this platform is up for annual license renewal and direction is needed on how to proceed with the utilization of this platform.

NOW, THEREFORE, BE IT RESOLVED that the City of Petoskey City Council hereby approves and provides direction to staff to discontinue the use of the Zoom platform and seek out other opportunities to livestream, record, and store meeting videos on the City website.

State of Michigan)
County of Emmet) ss.
City of Petoskey)

I, Alan Terry, Clerk of the City of Petoskey, do hereby certify that the foregoing is a true copy of a resolution adopted by the City of Petoskey City Council in regular session assembled on the 1st day of August 2022, and of the whole thereof.

In witness whereof, I have here unto set my hand and affirmed the corporate seal of said City this ____ day of _____, 2022.

Alan Terry, City Clerk



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: August 1, 2022

PREPARED: July 28, 2022

AGENDA SUBJECT: City Council Meeting Time

RECOMMENDATION: That the City Council motion to consider Council Meeting time change

Background The start time for the City Council meetings is currently at 7:00pm. The purpose of this agenda item is to facilitate discussion and consideration to move up the normal start time to 6:00pm. This would allow for improved coordination for staff and a more reasonable time to finish City business for staff, Council and public participants.

Action Motion to discuss, consider, and approve a meeting start time change from 7:00pm to 6:00pm.

sh
Enclosure



City of Petoskey

Resolution

WHEREAS, the City Council currently meets on the first and third Monday's of every month at 7:00pm in the City Council Chambers of Petoskey City Hall at 101 East lake Street; and

WHEREAS, a start time of 6:00pm has been proposed to facilitate improved coordination for staff while also providing a more reasonable time to finish City business for public participants; and

WHEREAS, the City Council has discussed and provided appropriate input and direction:

NOW, THEREFORE, BE IT RESOLVED that the City of Petoskey City Council hereby approves the adjustment of the start time for City Council meetings from 7:00pm to 6:00pm.

State of Michigan)
County of Emmet) ss.
City of Petoskey)

I, Alan Terry, Clerk of the City of Petoskey, do hereby certify that the foregoing is a true copy of a resolution adopted by the City of Petoskey City Council in regular session assembled on the 1st day of August 2022, and of the whole thereof.

In witness whereof, I have here unto set my hand and affirmed the corporate seal of said City this ____ day of _____, 2022.

Alan Terry, City Clerk

Meetings: Agendas and Minutes

A handbook for municipal officials



michigan municipal league

Wells F. Cook, Ph.D., PRP, Central Michigan University
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Introduction

This handbook is part of the Michigan Municipal League's effort to improve the quality of local government through effective communication.

One responsibility of an elected body is to communicate clearly with its constituents. The Michigan Open Meetings Act requires clear, prompt notification of official meetings and actions of local government bodies. It also requires an accurate written record of those meetings.

This handbook is a guide to assist in complying with the sections of the Michigan Open Meetings Act (MCL 15.261 et seq.) which deal with recording the minutes of public meetings. Throughout the handbook, where the guidelines require compliance with specific sections of the Michigan Open Meetings Act, those sections are noted for easy reference.

Our thanks go to Wells F. Cook Ph.D., a professor at Central Michigan University and Professional Registered Parliamentarian, for developing the basic text for this handbook.

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I. Rules of Procedure

This publication deals specifically with governmental bodies elected to serve their constituents. City and village councils should adopt rules of procedure designed to expedite business and provide fair and open deliberation. Rules of procedure describe the processes for councils, clerks, and managers/administrators to bring matters before the council. Of special note is the General Law Village Act (MCL 61.1 et seq.)—which requires that the council “**shall** prescribe rules of its own proceedings.” (MCL 65.5) To access the sample rules of procedure drafted by the League, please click on the link in the Table of Contents.

The Sample Rules of Procedure that follow contain suggestions for items that **may** be included in your city’s or village’s rules of procedure. However, you may have rules that vary from those that are suggested. Your governing document, whether a charter or the General Law Village Act, should be the basis for your municipality’s rules of order. Home rule cities and home rule villages may have charter provisions that regulate special meetings or compulsory attendance, for instance. General law villages do not have a home rule charter, but operate under the General Law Village Act (MCL 61.1 et seq.). The General Law Village Act requires the council to hold at least one meeting in each month (MCL 65.4), and provides that special meetings may be called by the president or three trustees (MCL 65.4).

Rules of procedure may cover preparation of agendas, the order of business, methods for processing communications, conducting appeals and hearings, the length of discussion, and conduct in the council chambers. Rules of procedure are determined by the local governing body, and cannot contradict the provisions of the charter (of home rule cities and home rule villages) or the General Law Village Act (general law villages).

General Law Village Act MCL 65.5

(1) The council shall prescribe the rules of its own proceedings, and shall keep a record of those proceedings. A majority of the members of council shall be a quorum for the transaction of business.

Home Rule Cities and Home Rule Villages – check local rules.

II. Setting the Agenda

An agenda is a guide for conducting an official business meeting of a duly constituted body. Generally, the person who sets the agenda is the presiding officer (the mayor or president) in consultation with the recorder (clerk). The recorder (clerk) is generally the person who sends out the agenda along with supporting information.

In parliamentary procedure, the presiding officer would be advised to set a deadline before each meeting to receive agenda items. The deadline should allow enough time before the meeting for an agenda to be produced and supporting information and documents to be mailed or delivered to the members. In local government, this time for receiving an agenda item is set by local rule—usually council rules of procedure. Trustees/councilmembers/commissioners should have enough time before the meeting to read and digest the information. Allowing time for the members to prepare will help the meeting proceed at a more efficient pace. The council rules should also describe how the agenda items are brought to the presiding officer’s attention and the timeline for doing so.

III. Recording Minutes

See Michigan Open Meetings Act, MCL 15.269(1)

Minutes are required under Michigan's Open Meetings Act (OMA). Minutes are recorded to provide an accurate, written history of the proceedings of a council, board, commission, or committee meeting. Specifically, under section 9(1) of the OMA, the record must include those official actions taken by the group of persons legally charged with conducting the business of the organization. The minutes must also contain the purpose or purposes for which a closed meeting is held.

Identification

See Michigan Open Meetings Act MCL 15.269 (1)

The minutes must include the following information:

- Date, time, place, members present, members absent, any decisions made at the meeting, the purpose(s) for which a closed session is held, and all roll call votes.

*City of Green Valley
Regular Council Meeting, City Hall Council Chambers
Wednesday, March 8, 2017 7:00 p.m.*

The councilmembers present and absent should be listed alphabetically immediately under the applicable heading. It is suggested that in the minutes of the first official meeting of the council for each year, the full name of the councilmembers should be listed. After the first mention of names in those minutes and in minutes of later meetings, only the last names need be used.

Present: Bry, Dickenson, Heide, Krone, Lagus, Mohles, Padree, Pikk, Walper, Woorra

One way to obtain the names of those attending the meeting is to have them sign in as they enter the room and indicate if they desire to speak on a particular topic—however, a person may speak even if he or she has not signed in. This procedure will help the presiding officer and the clerk.

Open Meetings Act 15.269

(1) Each public body shall keep minutes of each meeting showing the date, time, place, members present, members absent, any decisions made at a meeting open to the public, and the purpose or purposes for which a closed session is held. The minutes shall include all roll call votes taken at the meeting.

Body of Minutes

See Michigan Open Meetings Act MCL 15.269(1)

Minutes must record all official actions once the meeting is called to order. Each official action taken by the board should be numbered for ease of locating.

1. *The Pledge of Allegiance was lead by councilmember Mohles.*
2. *The minutes of the Regular Council Meeting of March 8,2017 were presented.*

Open Meetings Act MCL 15.269

- (1) *Each public body shall keep minutes of each meeting showing the date, time, place, members present, members absent, any decisions made at a meeting open to the public, and the purpose or purposes for which a closed session is held. The minutes shall include all roll call votes taken at the meeting.*

- (2) Minutes are public records open to public inspection, and a public body shall make the minutes available at the address designated on posted public notices pursuant to section 4. The public body shall make copies of the minutes available to the public at the reasonable estimated cost for printing and copying.
- (3) A public body shall make proposed minutes available for public inspection within 8 business days after the meeting to which the minutes refer. The public body shall make approved minutes available for public inspection within 5 business days after the meeting at which the minutes are approved by the public body.

Motions

The only action that must be recorded in the minutes is when a motion is made, seconded, and voted upon in some way. Motions that are withdrawn or not seconded are **NOT** recorded.

The record of each motion must include the name of the person making the motion, but does not need to include the name of the seconder. The record must, however, include the fact that the motion was seconded, and it may be politically prudent to include the seconder's name. The minutes must also indicate the action taken on the motion, generally "carried" or "defeated." For ease of reading, the minutes should state the mover's name first, then the word, "moved;" followed by the seconder's name and the word, "seconded;" followed by the action of the motion in all capital letters; and finally the motion itself.

3. *Krone moved, Lagus seconded, CARRIED, to approve the minutes of February 8, 2017, as corrected.*

Votes – Roll Call and Division of the House

See Michigan Open Meetings Act MCL 15.269(1)

All roll call votes must be recorded by name. They may be recorded in one of two ways:

1. Record a list of those who voted "aye," and a list of those who voted "no."

Aye: Bry, Heide, Krone, Lagus, Mohles, Padree

No: Pikk, Walper, Woora

Or

2. Record the name of each individual and how he or she voted:

Bry, aye; Heide, aye; Krone, aye; Lagus, aye; Mohles, aye; Padree, aye; Pikk, no; Walper, no; Woora, no

Most recorders prefer the first method. When a member of the council calls for a division of the house after the presiding officer has declared the motion as passed or defeated, the presiding officer then asks the voting members to raise their hands or to stand up. The chair counts the number for and against the motion. The number of persons voting each way must be recorded.

Aye: 6 No: 3

Amendments

Amendments to motions are entered in the order in which they are made. They must be voted on in reverse order with the last amendment being voted on first. Then when the first amendment is voted on, it includes amendments made after it. After all amendments have been voted on, the main motion is voted on “as amended.” The entire motion, including all of the amendments passed, must be voted on as a total unit.

Points of Order and Appeals

Under parliamentary procedure (Robert’s Rules of Order), when a board member thinks that the rules of procedure are being violated, he or she can ask for a point of order or for a point of information or clarification. The member calls upon the presiding officer for a ruling and an enforcement of the rules of procedure. If the presiding officer rules against a member who raises a point of order, that person, or any other person, may appeal the chair’s decision to the council as a whole. Points of order and appeals are not recorded in the minutes. Robert’s Rules of Order are only binding on a local government council/commission if the body has adopted them.

Highlights of Discussion

The highlights of the discussion after a motion has been made and seconded do not have to be recorded. However, many recorders find it appropriate for future reference as well as politically practical to record both the points in favor of and against a motion. The best rule to follow in recording discussions is to put in as little as possible. It is prudent to address in your council rules of procedure whether or not discussion is to be recorded in your meeting minutes.

When the pros and cons are recorded, the discussion should be summarized and the minutes should reflect the amount of discussion on each side, both in content and length. The recorder should not attempt to record remarks exactly as stated. The record should reflect what was said without bias, prejudice, or opinion of the recorder. Retaining objectivity is probably the most difficult part of taking minutes.

Reports

Boards, commissions, and committees generally should present written reports. A reference should be made that the written report is attached to the minutes or may be found in a particular folder in the files. The minutes should indicate the name and official office of the person who made the report on behalf of the board, commission, or committee. The minutes should then indicate what action the council took to dispose of the report. If an action is to be taken, the minutes should reflect who is going to do what and when it is to be done. This should be described in the record of the motion made.

Councils often move to receive reports. This means only that the report is going to be filed. It is not necessary to have such a motion. If something is going to be done as a result of the report, then a motion to that effect will have to be made later. *Receiving* a report does not mean, or imply, that the council agrees with or endorses the report or its recommendations. However, *accepting* or *adopting* a report does mean that the council accepts or endorses the report’s contents. Reports from individuals, such as the organization’s attorney, are handled the same way as reports from boards, commissions, and committees. Generally, a brief description of the report is recorded along with the disposition of the report by the council.

Communications Received

Pertinent communications received by officials on the council/commission are read by the official. The communications are recorded with a brief statement that identifies the author and a summary of the topic or main idea. Generally, it is understood that the communication will be filed unless a councilmember moves to do something about the item. Junk mail should not be mentioned, as it takes up valuable time.

Appointments of Committees

A record should be kept of all individuals appointed to committees. Indicate the committee, the individual's appointment and the term of office. If the committee is a new one, the minutes should indicate the purpose of the committee and the time-frame within which the committee is to work and report back, if required. The minutes should also indicate whether the committee is a standing committee or an ad hoc committee.

Consent Agenda

A consent agenda contains routine items which do not need further discussion. The whole group of items is approved in one motion and one roll call vote. In the minutes, the actions passed in the consent agenda are recorded individually and in full. If discussion of an item is desired, it can be removed from the consent agenda and discussed immediately after approval of the consent agenda or in its normal sequence on the agenda.

The printed agenda should contain a consent agenda definition like the one below:

All matters listed under Item 7, Consent Agenda, are considered routine by the council and will be enacted by one motion. There will be no separate discussion of these items. If discussion of an item is required it will be removed from the consent agenda and considered separately.

Adjournment and Signature

The motion to adjourn should be recorded like all other motions. A motion to adjourn is not, however, required. The chair may declare the meeting adjourned, unless there are objections, when all of the business on the agenda has been covered. The exact time of adjournment should be recorded. A meeting may not be adjourned before the full agenda is finished, unless a motion to do so has passed. Remaining items are to be covered at the next meeting under "Unfinished Business." After indicating that the meeting was adjourned, the recorder's name and title should follow. The minutes are then signed in black or blue ink.

*Meeting adjourned at 9:30 p.m.
Thomas Hightower, Clerk, City of Green Valley*

Tape Recordings, Videotaping, Telecasting, Media

See Michigan Open Meetings Act MCL 15.262(1)

A tape recording of the proceedings will help the recorder prepare the minutes. Announce that the proceedings are being recorded before the meeting is officially called to order. This tape recording is not the official record of the meeting. The formally approved/accepted hard (written) copy of the minutes is official. Audiotapes of regular meetings are considered public records, and under an approved record retention schedule, may be erased after the minutes are transcribed and approved.

According to the OMA, the right of a person to attend a public meeting includes the right to tape record, videotape, or telecast the proceedings. However, the council may establish reasonable rules so that the meeting is not unduly disrupted. It is a good idea to provide the press with an agenda, a seating place from which the council can be seen and heard and a table on which to write. If the press can follow the proceedings, the reading public can as well. Adequate press coverage can be a tool by which the public is informed of public actions.

Open Meetings Act MCL 15.263

1) All meetings of a public body shall be open to the public and shall be held in a place available to the general public. All persons shall be permitted to attend any meeting except as otherwise provided in this act. The right of a person to attend a meeting of a public body includes the right to tape-record, to videotape, to broadcast live on radio, and to telecast live on television the proceedings of a public body at a public meeting. The exercise of this right shall not be dependent upon the prior approval of the public body. However, a public body may establish reasonable rules and regulations in order to minimize the possibility of disrupting the meeting.

(4) A person shall not be required as a condition of attendance at a meeting of a public body to register or otherwise provide his or her name or other information or otherwise to fulfill a condition precedent to attendance.

(5) A person shall be permitted to address a meeting of a public body under rules established and recorded by the public body. The legislature or a house of the legislature may provide by rule that the right to address may be limited to prescribed times at hearings and committee meetings only.

(6) A person shall not be excluded from a meeting otherwise open to the public except for a breach of the peace actually committed at the meeting.

Corrections

See Michigan Open Meetings Act MCL 15.269(1)

According to the OMA, corrections in the minutes shall be made not later than the regular meeting after the one in which the minutes in question were recorded. Corrected minutes shall be available no later than the next subsequent meeting after correction. The corrected minutes shall show both the original entry and the correction. A suggested method of correcting the minutes is to write the corrections in black or blue ink in the outside margins of the minutes when there are many corrections. If the correction is only one word, then it may be written in above the original word, with that word being crossed off. The corrections should be indicated in the next meeting's minutes, and it should be indicated that the minutes were approved with corrections.

Open Meetings Act 15.269(1)

...The public body shall make any corrections in the minutes at the next meeting after the meeting to which the minutes refer. The public body shall make corrected minutes available at or before the next subsequent meeting after correction. The corrected minutes shall show both the original entry and the correction.

Approval

Once the minutes have been approved, generally at the next regular meeting of the organization, the motion will appear in the minutes of that meeting; but a notation should be made near the signature of the recorder on the previous minutes with the following information: *“Approved (date and initials)”* or *“Approved as corrected (date and initials).”*

Open Meetings Act MCL 15.269(3)

A public body shall make proposed minutes available for public inspection within 8 business days after the meeting to which the minutes refer. The public body shall make approved minutes available for public inspection within 5 business days after the meeting at which the minutes are approved by the public body.

Publication

See Michigan Open Meetings Act MCL 15.269(1)-15.269(3)

According to the OMA, the unofficial minutes must be ready for the public to see within eight (8) business days after the meeting. Within five (5) business days after the minutes have been approved, the official minutes must be ready to be viewed by constituents. Publication of minutes is subject to the statute authorizing your form of government or your local charter.

Open Meetings Act MCL 15.269

(2) Minutes are public records open to public inspection, and a public body shall make the minutes available at the address designated on posted public notices pursuant to section 4. The public body shall make copies of the minutes available to the public at the reasonable estimated cost for printing and copying.

(3) A public body shall make proposed minutes available for public inspection within 8 business days after the meeting to which the minutes refer. The public body shall make approved minutes available for public inspection within 5 business days after the meeting at which the minutes are approved by the public body.

General Law Village Act MCL 65.5(3):

Within 15 days after a meeting of the council, a synopsis or the entirety of the proceedings, including the vote of the members, prepared by the clerk and approved by the president showing the substance of each separate decision of the council shall be published in a newspaper of general circulation in the village or posted in 3 public places in the village.

Home Rule Cities and Home Rule Villages – check local rules

Closed Meeting Minutes

See Michigan Open Meetings Act MCL 15.267(2)

A two-thirds roll call vote is required to call a closed session, except for certain exceptions. A separate set of minutes shall be taken by the clerk or the designated secretary of the public body at a closed session. These minutes shall be retained by the clerk of the public body. They shall not be available to the public for inspection and would be disclosed only if required by a civil action or court order. These minutes may be destroyed one year and one day after approval of the minutes of the regular meeting at which the motion to hold the closed session was approved, under an approved records management schedule. If an audiotape was made of the closed meeting, it must also be retained for a year and a day. Refer to the Open Meetings Act, MCL 15.268, below, for situations in which closed meetings of public bodies are allowed.

Open Meetings Act MCL 15.267 Closed sessions; roll call vote; separate set of minutes.

(1) A 2/3 roll call vote of members elected or appointed and serving is required to call a closed session, except for the closed sessions permitted under section 8(a) and (c). The roll call vote and the purpose or purposes for calling the closed session shall be entered into the minutes of the meeting at which the vote is taken.

(2) A separate set of minutes shall be taken by the clerk or the designated secretary of the public body at the closed session. These minutes shall be retained by the clerk of the public body, are not available to the public, and shall only be disclosed if required by a civil action filed under section 10, 11, or 13. These minutes may be destroyed 1 year and 1 day after approval of the minutes of the regular meeting at which the closed session was approved.

Open Meetings Act MCL15.268 Closed sessions; permissible purposes.

A public body may meet in a closed session only for the following purposes:

(a) To consider the dismissal, suspension, or disciplining of, or to hear complaints or charges brought against, or to consider a periodic personnel evaluation of, a public officer, employee, staff member, or individual agent, if the named person requests a closed hearing. A person requesting a closed hearing may rescind the request at any time, in which case the matter at issue shall be considered after the rescission only in open sessions.

(c) For strategy and negotiation sessions connected with the negotiation of a collective bargaining agreement if either negotiating party requests a closed hearing.

(d) To consider the purchase or lease of real property up to the time an option to purchase or lease that real property is obtained.

(e) To consult with its attorney regarding trial or settlement strategy in connection with specific pending litigation, but only if an open meeting would have a detrimental financial effect on the litigating or settlement position of the public body.

(f) To review and consider the contents of an application for employment or appointment to a public office if the candidate requests that the application remain confidential. However, except as otherwise provided in this subdivision, all interviews by a public body for employment or appointment to a public office shall be held in an open meeting pursuant to this act. This subdivision does not apply to a public office described in subdivision (j).

(h) To consider material exempt from discussion or disclosure by state or federal statute.

MML publications:

[Fact Sheet: Calling Closed Meetings](#)

[Fact Sheet: Closed Meeting Minutes](#)

IV. Sample Agenda Outline

A sample agenda from a fictional government body follows. Refer to your city or village charter and codes to clarify what discussion, topics, etc. are allowed before your council, boards, and commissions.

1. Call to Order (Pledge of Allegiance, if there is to be one)
2. Roll Call
3. Approval of (regular/special) minutes of the last meeting
4. Approval of Agenda
5. Public Comments - Reserved Time (for items listed on this agenda)
6. Petitions and Communications
7. Consent Agenda
8. Introduction and Adoption of Ordinances and Resolutions; Public Hearings
9. Reports of Officers, Boards and Committees; Routine Monthly Reports from Departments
10. Unfinished Business (unfinished or pending matters)
 - a.
 - b.
11. New Business
 - a.
 - b.
12. Miscellaneous
13. Public Comments - General
14. Closed Session (For situations that meet the circumstances specified in the Michigan Open Meetings Act.)
15. Return to open session
16. Adjournment

V. Sample Rules of Procedure

Sample rules of procedure from a fictional government body follows. Refer to your city or village charter and ordinances to clarify what discussion, topics, etc. are allowed before your boards and commissions. City and village councils should adopt rules of procedure designed to expedite business and provide fair and open deliberation. Rules of procedure describe the processes for councils, clerks, and city managers/administrators to bring matters before the council.

The sample rules of procedure that follow contain suggestions for items that may be included in your city's or village's rules of procedure. However, you may have rules that are at variance with those suggested. Your governing document, whether a home rule charter or the General Law Village Act, should be the basis for your municipality's rules of order. These rules may cover

preparation of agendas, the order of business, methods for processing communications, conducting appeals and hearings, and the length of discussion and conduct in the council chambers.

Agenda

1. Authority
2. Meetings
 - Regular Meetings
 - Special Meetings
 - Place of Meeting
 - Time of Meeting
 - Changes in Schedule
 - Public Notice of Meetings
3. Quorum
4. Agenda
 - Agenda Items
 - Previous Meeting Minutes
 - Proclamations
5. Conduct of Meeting
 - Mayor
 - Members of the Public
6. Appointments
7. Rules of Order
8. Record of Meetings
 - Recording Responsibility
 - Recording of Discussion
9. Voting Duty
10. Roll Call Votes
11. Expenses

1. Authority

These rules are adopted by resolution of Green Valley City Council under the authority of the city charter (Section 2.4). These rules are superseded by the city charter, city code, and laws of the State of Michigan.

2. Meetings

Regular Meetings. The regular meetings of the council will be on the first Wednesday of each month, unless that day is a holiday or holiday eve. Before the end of the year, the council will approve by resolution the regular meeting schedule for the following calendar year, including exceptions to the first Wednesday meeting.

Special Meetings. Special meetings of the council will be called by the city clerk upon the written request of the mayor, city manager, or any two (2) members of the council or by a majority vote of the council. Notice of special meetings will be delivered personally or left at the councilmember's usual place of residence by the city clerk or designee at least 18 hours prior to the special meeting. The notice will contain the time, place, and purpose of the meeting.

In accordance with the Open Meetings Act, a special meeting notice must be posted in a prominent and conspicuous place—both at city/village hall and on the municipality's website if it maintains one, 18 hours prior to the meeting, and shall contain the date, time, and place of the special meeting.

Note that the OMA does not require the purpose of the meeting to be listed on the notice of a special meeting. A provision requiring this is enacted at the discretion of the public body.

Place of Meeting. All regular and special meetings of the council will be held in the council chambers in the municipal building. The city clerk may change the meeting to a larger room, if needed. A notice of the change will be prominently posted on the door of the regular meeting place and will be published in the newspaper if time permits.

Time of Meeting. All regular council meetings will begin at 7:30 p.m., unless the council, by majority vote, sets a different starting time. Special meetings may be scheduled for other times. Meetings must be scheduled at a time when the public can attend.

Changes in Schedule. Changes in the regular meeting schedule may be made with the approval of a majority of members in session and will be published if time permits.

Public Notice of Meetings. The city clerk will post a notice of the regular meeting schedule for the next calendar year at the city hall, and publish the notice in the newspaper prior to the beginning of each calendar year. The notice will indicate the dates, times and places of the scheduled regular meetings.

3. Quorum

Four councilmembers shall constitute a quorum for the transaction of business at all meetings.

Note: This number will be set by the charter in home rule cities and home rule villages, and by the General Law Village Act in general law villages.

4. Agenda

Agenda Items. Agenda items will be given to the clerk by noon on the Friday preceding the regular council meeting. The clerk will prepare and deliver to the councilmembers the agenda with supporting material and explanations as soon as possible after setting the agenda. The agenda may be changed at the regular meeting by a majority vote. A special meeting agenda will consist only of the matter(s) stated in the notice of the meeting. The order of business at regular meetings will be as follows.

1. Call to Order
2. Roll Call
3. Approval of regular and/or special minutes of the last meeting
4. Approval of Agenda
5. Public Comments - Agenda Items
6. Petitions and Communications

7. Consent Agenda
8. Introduction and Adoption of Ordinances and Resolutions; Public Hearings
9. Reports of Officers, Boards and Committees; Routine Monthly Reports from Departments
10. Unfinished Business
 - a.
 - b.
11. New Business
 - a.
 - b.
12. Miscellaneous
13. Public Comments - General
14. Closed Session (if required, for situations that meet the circumstances specified in the Michigan Open Meetings Act).
15. Return to Open Session
16. Adjournment

Previous Meeting Minutes. The minutes of the previous meeting(s) will be distributed to the council with the next meeting's agenda and will not be read at the meeting.

Proclamations. Proclamations will be included in the agenda under "Petitions and Communications" and may be brought before the council by any member.

5. Conduct of Meeting

Presiding Officer. The mayor will preside at all meetings of the council. In the absence of the mayor, the mayor *pro tem* will preside. In the absence of both the mayor and mayor *pro tem*, the councilmember who has served the longest will preside.

Members of the Public. Members of the public will speak only when recognized by the chair. Members of the public will be limited to speaking during the "Public Comment - Agenda Items" time and during the "Public Comment – General" time. During the "Agenda Items" time, each speaker will be limited to three (3) minutes and to items on the agenda; during the "General" time, each speaker will be limited to three (3) minutes and to topics not listed on the agenda or acted upon at the meeting. Prior to addressing the council, members of the public are requested to identify themselves with their name and address – this time is not included in the three (3) minute limit.

6. Appointments

No member of the council will serve on any committee, commission, or board of the city of Green Valley except the Retirement System Board of Trustees, unless membership is required by statute or city charter.

7. Rules of Order

The current edition of Robert's Rules of Order Newly Revised is adopted and made part of these Rules of Order and Procedure except as modified by the charter and city ordinances or by these rules.

8. Record of Meetings

Recording Responsibility. The clerk will be responsible for maintaining the official record and minutes of each meeting of the council. The minutes will include all actions of the council with respect to motions, including the name of the maker of the motion. If the vote is by roll call, the minutes will show who voted "Aye" or "No" or abstained and the reason for the abstention along with the permission of the council for abstaining. The clerk will also maintain in city hall a file of each resolution and ordinance passed by the council.

Recording of Discussion. The clerk will NOT be responsible for maintaining a written record or summary of the discussion or comments of the council or members of the public made at council meetings, unless directed to do so by the council.

9. Voting Duty

Whenever a question is called by the chair, every member present will vote. No member will abstain from voting unless that member states his or her conflict of interest. Conflict of interest will be the only reason for a request to abstain from voting. The council will, by majority vote of the remaining members, determine if the member will be allowed to abstain.

10. Roll Call Votes

Roll call votes will be taken on all matters authorizing expenditure of money or when requested by a member of the council or when required by law.

11. Expenses

Necessary and reasonable expenses incurred when working for or representing the city at state or out-of-town meetings approved by the council will be paid to the mayor and council, provided that a detailed expense report with receipts, when available, is submitted at the end of each month and approved by the council. Mileage on city business will be reimbursed at the current IRS standard business mileage rate, according to the mileage policy.

VI. Sample Meeting Minutes

Sample minutes from a meeting of a fictional government body follows. Refer to your city or village council rules of procedure, charter, and ordinances to clarify what discussion, topics, etc. are allowed before your council, boards, and commissions.

City of Green Valley
Regular Council Meeting, Wednesday, March 15, 2017
Council Chambers

***Present:** Bry, Dickenson, Heide, Krone, Lagus, Mohles, Padree, Pikk, Walper, Woor.*

The meeting was called to order by Mayor Dickenson at 7:30 p.m.

1. The Pledge of Allegiance was led by councilmember Mohles.
2. The minutes of the regular council meeting of February 8, 2017, and the Committee of the Whole meeting of February 22, 2017, were presented.

Corrections to the minutes of February 8, 2017:

Item 5.(e) explain the type of resolution from Grand Woods; Item 7. the word “your” should be “you’re.”

Krone moved, Lagus seconded, CARRIED, to approve the minutes of February 8, 2017, as corrected.

Corrections to the minutes of February 22, 2017:

Item 2. Insert “MML” before the first “Legal”; delete the words “for a” and insert the words “requesting aid from the MML,” the motion should read “Krone moved, Woor seconded, ADOPTED, to adopt the Resolution requesting aid from the MML Legal Defense Fund.”

Lagus moved, Padree seconded, CARRIED, to approve the minutes of February 22, 2017, as corrected.

3. The bills for February, 2017, were presented for council’s review.

Lagus would like to have the township added to the explanation of those bills for the Fire Department for which the city will receive partial reimbursement.

Lagus moved, Woor seconded, CARRIED, to approve payment of \$71,719.71 for February 2017, bills.

4. Short Public Comment
 - a. The brick entrance to Indian Mound Subdivision is in need of repair.
 - b. There is also a speeding problem on Old River.
This problem was referred to the Public Safety Committee.

- c. The sidewalks in subdivision are being blocked both by overgrown trees and by cars at Country Farms Apartments.
Police Chief Auker is meeting with the managers of Country Farm Apartments and he will pass along the information.

The city manager will check on the overgrown trees.

- d. Concerns on fire protection for the residents on the west side of the railroad tracks.
This item was referred to the Public Safety Committee.

5. Awards

Mayor Dickenson, Green Valley Councilmember Woorra, and Awards Councilmember Mohles Presented the “Green Valley – You’re Looking Good Awards” to Smith Funeral Home, Connecticut Manor, Grant Karas and Hillcrest Apartment Complex.

6. Public Hearings

Mayor Dickenson opened the public Hearing on rezoning request Z-825 to rezone property on the south side of Clinton River Road between North and Hayes Roads in Section 24 to R-1-70 (Single-Family Residential, 8,400 square feet) from R-1-80 (Single-Family Residential, 10,000 square feet).

Gerald Carpenter, attorney representing the Petitioner, explained the request.

Five residents spoke against the request, citing land and house size preferences for this area and stated that they wish the area to remain R-1-80 as zoned.

Mayor Dickenson closed the public hearing.

Lagus moved, Walper supported, CARRIED, to deny the request for R-1-70 (Single-Family Residential, 8,400 square feet) from R-1-80 (Single-Family Residential, 10,000 square feet) for property located on the south side of Clinton River Road between North and Hayes Roads in Section 24, Z-825, for the following reasons:

- a. The property is capable of development as currently zoned;
- b. The proposed rezoning to R-1-70 would create a higher density development pattern, which would be inconsistent and incompatible with nearby developed properties;
- c. The proposed rezoning is inconsistent with the Master Land Use Plan of the City of Green Valley. Councilmember Padree questioned the amount of 22 acres that is designated as wetlands.

7. Communications

- a. Clare Rater - report on “Making the Sesquicentennial Work.” For information only.
- b. Community Development – notification of approval of the request the city made to reallocate unexpended CDBG Funds to the Streetscape Project.

8. Unfinished Business: None

9. New Business

a. Committee Reports:

Lagus reported that the Public Works Committee recommends approval of the sewer tap agreement with Jim and Lois Peterman, giving the Petermans permission to tap into the city's sanitary sewer system.

Lagus moved, Krone seconded, CARRIED, to approve the agreement and to have the mayor sign the agreement.

Mohles reported on the Public Safety Committee findings on the 9-1-1 emergency phone system. The initial cost of a Primary Public Safety Answering Point (PSAP) is estimated to be \$25,000 and an established \$1,500 monthly service fee. The county is planning to have 9-1-1 effective July, 2017. The committee recommends that the city council approve the following resolution notifying the county board of commissioners of the city's intent to become a PSAP for the emergency 9-1-1 phone system.

Resolution

Notice of Intent to Function as PSAP

Pursuant to Section 307 of the Emergency Telephone Enabling Act, the City of Green Valley shall function as a PSAP within the 9-1-1 service district of the tentative 9-1-1 service plan adopted by resolution of the board of commissioners for the County of Cook, January 8, 2017.

Krone moved, Mohles seconded, ADOPTED, to approve the Notice of Intent to Function as PSAP resolution.

Padree feels a local 9-1-1 would be a duplication of a county service.

b. American Cancer Society: Request for permission to solicit door to door April 15, 2017, through May 3, 2017.

Lagus moved, Woora seconded, CARRIED, to grant permission to solicit door to door April 15, 2017, through May 3, 2017, subject to a statement on why the American Cancer Society does not receive enough funding from the United Way.

10. Other Business

a. Police Chief - no report.

b. DPW Director-no report.

c. City Attorney - no report.

d. City Manager's Report:

1. The city manager reported on the bids that were received for the Green Park Tennis/Basketball Courts. All of the bids were considerably higher than anticipated. The city manager recommended that council deny all bids and rebid the project in the summer of 2017.

Krone moved, Walper seconded, CARRIED, to reject all bids and rebid in the summer of 2017.

2. The city manager reminded the city council that Fall Clean Up Day is the week of October 23, 2017, on the normal pickup day.

- e. Padree requested that November 7, 2017, be declared “Animal Park Day” and that a banner be placed across S. Detroit Street during the last two weeks of October.

Padree moved, Krone seconded, CARRIED, to approve the banner request.

- f. Mayor Dickenson had nothing to discuss.
- g. Mohles moved, Walper seconded, CARRIED, to hold a closed session under the Open Meetings Act to discuss the purchase of property.

Roll call vote:

Aye: Bry, Deckenson, Heide, Krone, Lagus, Mohles, Padree Pikk, Walper, Woorra.

No: None.

Adjournment at 9:08 p.m.

Thomas Hightower, Clerk, City of Green Valley