



CITY COUNCIL

August 21, 2023

1. Call to Order – 6:00 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) August 7, 2023 regular session and August 8, 2023 special joint session City Council meeting minutes
 - (b) Acknowledge receipt of a report concerning certain administrative transactions since August 7, 2023
5. Public Comments
6. City Manager Updates
7. Old Business – Second reading and possible adoption of a proposed sign ordinance amendment concerning projecting nameplate signs
8. New Business
 - (a) Discussion on Maple Block Flats financials and incentive requests
 - (b) Adoption of a proposed resolution authorizing execution of EGLE Brownfield Grant and Loan Agreement for Maple Block Flats LLC
 - (c) Adoption of a proposed resolution approving the Implementation Agreement for the EGLE Grant and Loan for the Maple Block Flats project and authorize the Mayor and City Manager to execute the agreement on behalf of the City
 - (d) Adoption of a proposed resolution approving a State High Water Infrastructure Grant Agreement between the City and EGLE concerning the Little Traverse Wheelway
 - (e) Adoption of a proposed resolution authorizing to contract with W.F. Baird and Associates Ltd, Madison, Wisconsin, for engineering services associated with construction documents and probable costs for reconstruction of the Little Traverse Wheelway in the amount of \$1,010,200
 - (f) Adoption of a proposed resolution authorizing submittal of a Michigan Community Center Grant for Carnegie Building Improvements
 - (g) Adoption of a proposed resolution approving the City's proposed 2024-2029 Capital Improvement Plan
9. City Council Comments
10. Adjournment

Alternatively, join the meeting via the Zoom platform

Zoom link: <https://us02web.zoom.us/j/82840253220>

Meeting ID: 828 4025 3220

+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 sbek@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.



BOARD: City Council

MEETING DATE: August 21, 2023 **PREPARED:** August 17, 2023

AGENDA SUBJECT: Consent Agenda Resolution

RECOMMENDATION: That the City Council approve this proposed resolution

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

- a) Draft minutes of the August 7, 2023 regular session and August 8, 2023 special joint session City Council meetings; and
- b) Acknowledge receipt of a report from the City Manager concerning all checks that have been issued since August 7, 2023 for contract and vendor claims at \$3,075,679.91, intergovernmental claims at \$1,377,210.08, and the August 3 and August 17 payrolls at \$510,506.84 for a total of \$4,963,396.83.

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Enclosures



CITY COUNCIL

August 7, 2023

A regular meeting of the City of Petoskey City Council was held in the City Hall Council Chambers, Petoskey, Michigan, on Monday, August 7, 2023. This meeting was called to order at 6:00 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 (arrived at 6:13pm)

Absent: None

Also in attendance were City Manager Shane Horn, City Clerk Sarah Bek and approximately six members of the public.

Consent Agenda - Resolution No. 23-58

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

BE IT RESOLVED that City Council does and hereby confirms that the draft minutes of the July 17, 2023 regular and closed session City Council meetings be and are hereby approved; and

BE IT RESOLVED that receipt by City Council of a report concerning all checks that had been issued since July 17, 2023 for contract and vendor claims at \$4,249,478.13, intergovernmental claims at \$1,733,067.27 and the July 20 payroll at \$268,200.16, for a total of \$6,250,745.56 be and is hereby acknowledged.

Said motion carried and resolution was adopted by the following vote:

AYES: DeMoore, Shiels, Wagner, Murphy (4)

NAYS: None (0)

Hear Public Comment

Mayor Murphy asked for public comments and heard from committee members for the Water is Life Festival scheduled for September 2 and gave a brief overview of the event, discussed alternative parking solutions and if certain requirements for the transient trader license application could be waived for the participating vendors.

Hear City Manager Updates

The City Manager recognized staff with August birthdays and work anniversaries; reported that the City received a \$800,000 State High Water Infrastructure grant for design and engineering the Little Traverse Wheelway; that Lofts at Lumber Square project will begin mid-September with contractors on-site and that MEDC was in Petoskey a few weeks ago and highlighted the Lofts project along with several other pending projects in town; that Maple Block Flats applied for a Missing Middle grant and staff hopes a financial discussion will occur at the next meeting; and thanked Parks and Recreation staff for their efforts and other partners in town preparing for events for residents and visitors to enjoy.

Adopt Ordinance 790 Adopting the Most Recent Edition of the IPMC – Resolution No. 23-59

The City Manager reviewed that the City uses the 2009 edition of the International Property Maintenance Code (IPMC); that the IPMC is updated every three years and the 2021 edition is the current version; and the City Attorney recommended an ordinance amendment to allow the City to use the most current IPMC version.

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

INTERNATIONAL PROPERTY MAINTENANCE CODE

An ordinance of the City of Petoskey adopting the most recently adopted edition of the *International Property Maintenance Code*, regulating and governing the conditions and maintenance of all property, buildings and structures; by providing the standards for supplied utilities and facilities and other physical things and conditions essential to ensure that structures are safe, sanitary and fit for occupation and use; and the condemnation of buildings and structures unfit for human occupancy and use, and the demolition of such existing structures in the City of Petoskey; providing for the issuance of permits and collection of fees therefore; repealing and Restating Article II of Chapter 13 of the City of Petoskey Code of Ordinances entitled “International Property Maintenance Code” and all other ordinances and parts of the ordinances in conflict therewith.

The City Council of the City of Petoskey does ordain as follows:

Section 1. That Sections 13.21 through 13.89 of Article II of Chapter 13 of the City of Petoskey Code of Ordinances entitled “International Property Maintenance Code,” are hereby repealed in their entirety and replaced with the following:

Pursuant to MCL 117.3(k), that certain document marked and designated as the International Property Maintenance Code, most recently adopted edition, as published by the International Code Council, is hereby adopted as the International Property Maintenance Code of the city, and each and all of the provisions of such code are hereby referred to, adopted and made a part hereof as if fully set out in this chapter, save and except such provisions as may be hereinafter amended or deleted.

Section 2. That if any section, subsection, sentence, clause or phrase of this ordinance is, for any reason, held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have passed this ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional. The various parts, sections and clauses of this Ordinance are hereby declared to be severable. If any part, sentence, paragraph, section, or clause is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of the Ordinance shall not be affected thereby.

Section 3. That nothing in this ordinance or in the International Property Maintenance Code hereby adopted shall be construed to affect any suit or proceeding impending in any court, or any rights acquired, or liability incurred, or any cause or causes of action acquired or existing, under any act or ordinance hereby repealed as cited in Section 1 of this ordinance; nor shall any just or legal right or remedy of any character be lost, impaired or affected by this ordinance.

Section 4. That the City of Petoskey's City Clerk is hereby ordered and directed to cause this ordinance to be published once within seven (7) days after its adoption in a newspaper of general circulation within the City of Petoskey.

Section 5. If any of the standards set forth in this amendment conflict with any other standards of previous or further ordinances or amendments, the stricter standards shall apply.

Section 6. All ordinances inconsistent with the provisions of this ordinance are hereby repealed.

Section 7. That this ordinance and the rules, regulations, provisions, requirements, orders and matters established and adopted hereby shall take effect and be in full force and effect fourteen (14) days from and after the date of its final passage and adoption.

Said motion carried and ordinance was adopted by the following vote:

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

NAYS: None (0)

First Reading of Proposed Sign Ordinance Amendment for Projecting Nameplate Signs

The City Manager reviewed that the Zoning Administrator received a sign application which included a request to place a projecting (nameplate) sign along the pedestrian promenade on Pennsylvania Park which was not approved; that currently the only projecting signs on the walkway are along the park between Bay Street and Lake Street and this proposed amendment would allow to extend all the way to East Mitchell Street; and that Planning Commission held a public hearing on July 19, 2023 and there were no objections in-person or in writing to the ordinance revisions.

Councilmembers inquired if the Sign Committee met on this matter and the Planning Commission Chairperson responded that the Sign Committee met and both Sign Committee and Design Committee had no objections on proposed amendment.

Council will conduct a second discussion and possible approval at the next meeting.

Approve Public Art Policy – Resolution No. 23-60

The City Manager reviewed that in July 2022, a committee was formed comprised of the Mayor, City Manager, Parks and Recreation Director, City Planner, Downtown Director and two representatives from the Crooked Tree Arts Center; that the committee has met on a regular basis over the past year to discuss and compile a Public Art Policy for the City; that the Public Art Policy provides the framework and guidelines for developing, approving, installing and displaying public art in the City; that the Petoskey Art Commission, with members appointed by Mayor and confirmed by City Council, would oversee the implementation of the Public Art Policy; that the Petoskey Arts Selection Committee would be formed from Petoskey community members with backgrounds in art, architecture, community planning, landscape or related expertise; and thanked Crooked Tree Arts Center staff for their efforts on the policy layout.

Mayor Murphy gave a brief overview of the policy; that some services would be contracted out due to expertise; that Parks and Recreation staff would approve location; Crooked Tree Arts Center would organize a call for artists; and that the Arts Committee would work with the Arts Commission who would have final approval.

Councilmembers inquired if contracts would come back to Council for approval; heard a suggestion to change Mayor or appointee to Mayor or Councilmember; heard from those in support of having two elected officials on commission and heard from those in favor of keeping one elected official; heard from those that feel the policy is bureaucratic and that art is about self-expression and should not be political or come before Council for approval; discussed budgeting and available funds; heard from those in favor of bringing art to the City; that a commission is beneficial and can seek grants to help fund these efforts; and thanked Crooked Tree Arts Center staff for impressive policy layout.

The City Manager confirmed with Council to keep seven members on the Arts Commission and that names and term limits would potentially be discussed at the next meeting.

Crooked Tree Arts Center representatives commented that art is needed and policy is important which is a way for the City to allow it and that the policy is a nice tool to allow art and pleased to see Council's response.

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

WHEREAS, public art provides for access to cultural resources to engage and inspire, it provides for opportunities for community dialog, and elevates the appearance and appeal of our public spaces; and

WHEREAS, a committee comprised of the Mayor, City Manager, Park and Recreation Director, Planning Director, Downtown Director, and two members of the Crooked Tree Arts Center has been meeting and working on a Public Art Policy since July 2022; and

WHEREAS, the Public Art Policy provides the framework and guidelines for developing, approving, installing, and displaying public art in the City of Petoskey; and

WHEREAS, the Petoskey Art Commission, with members appointed by Mayor and confirmed by City Council, would oversee the implementation of the Public Art Policy and would be responsible for:

- Working with the City of Petoskey to develop a public art plan in coordination with the City master plan
- Determining sites for public art works and developing RFP's to meet objectives outlined in the public art plan
- Approving or denying public art projects proposed by the Arts Selection Committee through public meetings
- Regularly monitoring and assessing public artworks for general upkeep, maintenance, and safety
- Contracting maintenance and repair for artwork as needed
- Working with the City of Petoskey regarding securing and monitoring program budget
- Cataloging and archiving information for all public artworks
- Developing and maintaining accession and deaccession policies and records for public works owned and stewarded by the City of Petoskey; and

WHEREAS, the Petoskey Arts Selection Committee would be formed from Petoskey community members with backgrounds in art, architecture, community planning, landscape or related expertise. The Art Selection Committee is responsible for considering proposed artworks and installations to fulfil the City of Petoskey's Public Art Plan. This committee would review proposed projects in accordance with guidelines, goals and selection criteria outlined in the Public Art Policy:

NOW THEREFORE BE IT RESOLVED that the Petoskey City Council hereby approves the Petoskey Public Arts Policy.

Said motion carried and resolution was adopted by the following vote:

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

NAYS: None (0)

Schedule Short-term Rental Work Sessions

The City Manager asked Council to consider dates for work sessions on reviewing and modifying the short-term rental ordinance.

Councilmembers scheduled a work session for 6pm, Monday, September 11 and 6pm, Monday, September 28, if needed, to discuss proposed short-term rental ordinance.

Council Comments

Mayor Murphy asked for Council comments and Councilmember Walker is grateful for the art policy and would like a renewable energy committee formed to meet the City's 2030 goal. Councilmember Wagner attended the MEDC event at City Park Grill and is pleased to see that Petoskey is a leader and setting a precedent with approved projects. Councilmember Shiels suggested coffee hours for residents to meet and collaborate with Councilmembers. Councilmember DeMoore thanked Crooked Tree Arts Center staff for their efforts on the Public Art Policy. Mayor Murphy attended MEDC event and is proud how the City is moving forward.

There being no further business to come before the City Council, this August 7, 2023, meeting of the City Council adjourned at 7:26 P.M.

John Murphy, Mayor

Sarah Bek, City Clerk

DRAFT



**CITY COUNCIL
AND
PLANNING COMMISSION**

August 8, 2023

A special joint meeting of the City of Petoskey City Council and Planning Commission was held in the City Hall Council Chambers, Petoskey, Michigan, on Tuesday, August 8, 2023. This meeting was called to order at 6:00 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

Betony Braddock
Doug Buck
Carolyn Dettmer
Matt McSweeney
Richard Mooradian
Rick Neumann
Ted Pall
Cynthia Robson
Charlie Willmott

Absent: None

Also in attendance were City Manager Shane Horn, City Clerk Sarah Bek, Public Works Director Mike Robbins, Public Safety Director Adrian Karr, Parks and Recreation Director Kendall KlingelSmith and Finance Director Audrey Plath.

Hear 2024-2029 Capital Improvement Plan Presentation

The City Manager reviewed that copies of the proposed 2024-2029 CIP were distributed to City Council and Planning Commission in advance of this meeting; the draft plan was posted on the City's website; that the six-year plan is a planning and fiscal management tool for capital expenditures and totals \$73.8M in expenditures, with capital spending in 2024 proposed at \$8.3M, of which \$810,000 from the General Fund and \$2.9M anticipated to come from grants and other outside sources of revenue; and that if approved, projects will be included within the 2024 proposed annual City budget.

The Parks and Recreation Director and Public Safety Director highlighted 2024 projects in detail including installation of exhaust extraction systems at both fire stations; Pennsylvania Park upgrades; Resource Center landscaping upgrades; Winter Sports Park Pavilion; Winter Sports Park roof and windows and Bates Field roof upgrades; Sunset Park improvements; Little Traverse Wheelway resurfacing; and park master plans for Pennsylvania, Arlington and Washington Parks. Staff briefly touched on 2025 and future projects, but noted that projects are fluid in future years.

The Public Works Director highlighted 2024 projects in detail including parking lot improvements to Saville Lot; reviewed streets and drainage projects including resurfacing East Mitchell Street from Division Street to the City limit in conjunction with Emmet County Road Commission who will be picking up at the City limit and extending repaving to Division Road; reconstruction of Bay View Avenue from East Mitchell to the dead end; miscellaneous pavement preservation and repairs; water and sanitary sewer main replacements as part of street reconstruction work; lead and copper rule materials inventory work that is due by January 2025; upgrades to wastewater treatment plant aeration blowers; sidewalk construction and replacement at Howard and East Mitchell southwest corner as well as miscellaneous City-wide sidewalk spot repairs; installation of underground lines in residential areas including portions of Jennings Avenue, Howard Street, Jefferson, Waukazoo, Fulton, Petoskey, Grove, Hill, Morgan, Priebe and Hillcrest; reviewed proposed Motor pool purchases; and reviewed future projects including the DPW and Parks and Recreation Facility upgrades proposed for 2026 as a three-year approach.

Councilmembers and Commissioners asked several questions on proposed projects including funding sources; how needs are evaluated; the excessive expenditures proposed for 2026 due to DPW facility improvements; discussed the possibility of a millage for parks or public safety since General Fund is not sustainable; and thanked staff for the overview and that the joint meeting is valuable for both bodies.

The City Manager responded that to continue Petoskey's great services and standards an operating millage could benefit the City moving forward and would take a grass roots effort and an outside group to champion and support the millage; that the DPW facility improvements would most likely be funded through bonds; and that Planning Commission will further discuss at their August 16 meeting and Council could potentially approve the CIP at their August 21 meeting.

There being no further business to come before the City Council and Planning Commission, this August 8, 2023, special joint meeting adjourned at 8:27 P.M.

John Murphy, Mayor

Sarah Bek, City Clerk

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Invoice GL Account Title	Check Amount
08/23	08/16/2023	10009	EMMET COUNTY BROWNFIELD	703-040-230.223	Due General - 2023	4,885.52
08/23	08/16/2023	10009	EMMET COUNTY BROWNFIELD	703-040-230.223	Due General - 2023	330.37
08/23	08/16/2023	10009	EMMET COUNTY BROWNFIELD	703-040-229.223	Due R.O.W. Fund - 2023	2,515.72
08/23	08/16/2023	10009	EMMET COUNTY BROWNFIELD	703-040-231.223	Due Library - 2023	1,154.96
08/23	08/16/2023	10009	EMMET COUNTY BROWNFIELD	703-040-237.223	Due P.P.S./Debt - 2023	970.98
08/23	08/16/2023	10009	EMMET COUNTY BROWNFIELD	703-040-222.223	Due County - 2023	3,277.01
08/23	08/16/2023	10010	Emmet County Treasurer	703-040-222.223	Due County - 2023	487,047.71
08/23	08/16/2023	10010	Emmet County Treasurer	703-040-222.223	Due County - 2023	11,981.95
08/23	08/16/2023	10010	Emmet County Treasurer	703-040-228.223	Due County Set - 2023	625,081.83
08/23	08/16/2023	10010	Emmet County Treasurer	703-040-222.223	Due County - 2023	166.95
08/23	08/16/2023	10010	Emmet County Treasurer	703-040-222.223	Due County - 2023	3.95
08/23	08/16/2023	10010	Emmet County Treasurer	703-040-228.223	Due County Set - 2023	206.54
08/23	08/16/2023	10010	Emmet County Treasurer	703-040-237.223	Due P.P.S./Debt - 2023	78.73
08/23	08/16/2023	10010	Emmet County Treasurer	703-040-230.223	Due General - 2023	248.90
08/23	08/16/2023	10010	Emmet County Treasurer	703-040-229.223	Due R.O.W. Fund - 2023	128.17
08/23	08/16/2023	10010	Emmet County Treasurer	703-040-231.223	Due Library - 2023	58.84
08/23	08/16/2023	10010	Emmet County Treasurer	703-040-230.223	Due General - 2023	16.83
08/23	08/16/2023	10011	Petoskey Public Schools	703-040-236.223	Due P.P.S./Operating - 2023	1,176,167.79
08/23	08/16/2023	10011	Petoskey Public Schools	703-040-237.223	Due P.P.S./Debt - 2023	148,793.73
08/23	08/16/2023	10011	Petoskey Public Schools	703-040-237.223	Due P.P.S./Debt - 2023	88,580.38
08/23	08/09/2023	101890	24/7 Sewer & Drain Cleaning	271-790-930.000	Building Repair & Maintenance	385.00
08/23	08/09/2023	101891	5H Irrigation & Maintenance	101-528-802.000	Contracted Services	3,393.00
08/23	08/09/2023	101891	5H Irrigation & Maintenance	101-770-802.000	Contracted Services	21.75
08/23	08/09/2023	101892	Advanced Turf Solutions Inc.	101-770-775.000	Materials & Supplies	561.00
08/23	08/09/2023	101893	Alliance Entertainment	271-790-761.000	Audio Visual - Adult	167.96
08/23	08/09/2023	101893	Alliance Entertainment	271-790-761.000	Audio Visual - Adult	306.31
08/23	08/09/2023	101894	All-Phase Electric Supply	582-020-360.000	Distribution System	196.22
08/23	08/09/2023	101894	All-Phase Electric Supply	582-020-360.000	Distribution System	125.85
08/23	08/09/2023	101894	All-Phase Electric Supply	101-770-775.000	Materials & Supplies	23.06
08/23	08/09/2023	101894	All-Phase Electric Supply	582-590-775.000	Materials & Supplies	125.24
08/23	08/09/2023	101894	All-Phase Electric Supply	582-584-775.000	Materials & Supplies	53.75
08/23	08/09/2023	101894	All-Phase Electric Supply	582-586-775.000	Materials & Supplies	17.60
08/23	08/09/2023	101895	Amazon Capital Services	582-593-785.000	Small Tools & Supplies	47.95
08/23	08/09/2023	101895	Amazon Capital Services	101-228-775.000	Materials & Supplies	47.95
08/23	08/09/2023	101895	Amazon Capital Services	661-598-932.000	Vehicle Repair & Maintenance	299.97
08/23	08/09/2023	101895	Amazon Capital Services	101-172-751.000	Office Supplies	12.35
08/23	08/09/2023	101895	Amazon Capital Services	101-201-751.000	Office Supplies	12.35
08/23	08/09/2023	101895	Amazon Capital Services	101-208-751.000	Office Supplies	8.64
08/23	08/09/2023	101895	Amazon Capital Services	101-253-751.000	Office Supplies	7.41
08/23	08/09/2023	101895	Amazon Capital Services	101-345-751.000	Office Supplies	32.10
08/23	08/09/2023	101895	Amazon Capital Services	101-400-751.000	Office Supplies	6.17
08/23	08/09/2023	101895	Amazon Capital Services	101-441-751.000	Office Supplies	18.52
08/23	08/09/2023	101895	Amazon Capital Services	101-770-751.000	Office Supplies	3.70
08/23	08/09/2023	101895	Amazon Capital Services	101-773-775.000	Materials & Supplies	1.23
08/23	08/09/2023	101895	Amazon Capital Services	101-756-751.000	Office Supplies	12.35
08/23	08/09/2023	101895	Amazon Capital Services	101-789-751.000	Office Supplies	2.46
08/23	08/09/2023	101895	Amazon Capital Services	592-553-775.000	Materials & Supplies	99.99
08/23	08/09/2023	101896	Barta, Lee	101-756-808.120	Softball	110.00
08/23	08/09/2023	101897	Benchmark Engineering Inc.	204-481-802.000	Contracted Services	2,070.00
08/23	08/09/2023	101897	Benchmark Engineering Inc.	582-588-802.000	Contracted Services	2,069.00
08/23	08/09/2023	101897	Benchmark Engineering Inc.	592-549-802.000	Contracted Services	2,070.00
08/23	08/09/2023	101897	Benchmark Engineering Inc.	592-560-802.000	Contracted Services	2,069.00
08/23	08/09/2023	101897	Benchmark Engineering Inc.	582-588-802.000	Contracted Services	2,348.40
08/23	08/09/2023	101898	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	12,772.66
08/23	08/09/2023	101898	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	11,120.06
08/23	08/09/2023	101898	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	5,023.52

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Invoice GL Account Title	Check Amount
08/23	08/09/2023	101898	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	17,695.49
08/23	08/09/2023	101899	Boor, Doug	204-470-802.000	Contracted Services	130.00
08/23	08/09/2023	101899	Boor, Doug	204-470-802.000	Contracted Services	120.00
08/23	08/09/2023	101900	Carter's Imagewear & Awards	101-789-767.000	Uniforms	192.00
08/23	08/09/2023	101901	CCP Industries Inc.	204-481-767.000	Uniforms	135.94
08/23	08/09/2023	101901	CCP Industries Inc.	661-598-767.000	Other - Uniforms	67.96
08/23	08/09/2023	101901	CCP Industries Inc.	592-560-767.000	Other - Uniforms	67.96
08/23	08/09/2023	101902	Cook, Jerald P	101-756-808.120	Softball	110.00
08/23	08/09/2023	101903	Derrer Oil Co.	661-598-759.000	Gas & Oil	3,064.24
08/23	08/09/2023	101903	Derrer Oil Co.	514-587-802.200	Trolley Operations	737.17
08/23	08/09/2023	101904	Drost Landscape	582-593-930.000	Building Repair & Maintenance	744.00
08/23	08/09/2023	101905	Emmet Co. Dept of Public Works	101-529-802.000	Contracted Services	7,734.25
08/23	08/09/2023	101906	Emmet County Treasurer	101-253-802.000	Contracted Services	3,187.03
08/23	08/09/2023	101907	Empiric Solutions Inc.	101-228-802.000	Contracted Services	8,654.00
08/23	08/09/2023	101908	Envisionware Inc.	271-790-802.000	Contracted Services	1,189.35
08/23	08/09/2023	101909	Eyes Only Media LLC	248-540-882.120	Street Sale	308.00
08/23	08/09/2023	101910	Factor Systems LLC	101-208-803.000	Contracted Services - Billing	4,559.81
08/23	08/09/2023	101911	Fishbeck Thompson Carr & Huber	101-400-975.000	Rental Rehab	2,783.95
08/23	08/09/2023	101912	Fletch's Inc.	661-598-932.000	Vehicle Repair & Maintenance	790.33
08/23	08/09/2023	101912	Fletch's Inc.	661-598-932.000	Vehicle Repair & Maintenance	49.94
08/23	08/09/2023	101913	Francis, Gary	101-756-808.120	Softball	110.00
08/23	08/09/2023	101914	Gale/Cengage Learning Inc.	271-790-760.000	Books - Adult	63.98
08/23	08/09/2023	101914	Gale/Cengage Learning Inc.	271-790-760.000	Books - Adult	25.59
08/23	08/09/2023	101915	Gibby's Garage	661-598-931.000	Equipment Repair	144.00
08/23	08/09/2023	101915	Gibby's Garage	661-598-932.000	Vehicle Repair & Maintenance	648.00
08/23	08/09/2023	101915	Gibby's Garage	582-593-930.000	Building Repair & Maintenance	144.00
08/23	08/09/2023	101915	Gibby's Garage	101-770-802.000	Contracted Services	252.00
08/23	08/09/2023	101916	Gordon Food Service	101-756-808.010	Kid's Camp	113.08
08/23	08/09/2023	101917	Grangoood, Daniel Wilhelm	101-756-808.120	Softball	110.00
08/23	08/09/2023	101918	Great Lakes Pipe & Supply	101-770-775.000	Materials & Supplies	21.39
08/23	08/09/2023	101918	Great Lakes Pipe & Supply	101-082-682.000	Other	.21-
08/23	08/09/2023	101918	Great Lakes Pipe & Supply	592-554-775.000	Materials & Supplies	6.73
08/23	08/09/2023	101918	Great Lakes Pipe & Supply	592-081-682.000	Other	.07-
08/23	08/09/2023	101919	Green, Dennis	101-756-808.140	Tennis	1,325.40
08/23	08/09/2023	101920	GRP Engineering Inc.	582-588-802.000	Contracted Services	2,910.00
08/23	08/09/2023	101920	GRP Engineering Inc.	582-588-802.000	Contracted Services	9,855.00
08/23	08/09/2023	101920	GRP Engineering Inc.	582-588-802.000	Contracted Services	3,830.00
08/23	08/09/2023	101921	Hamlin, Wilce S	101-756-808.120	Softball	110.00
08/23	08/09/2023	101922	Harbor-Petoskey Area	101-728-902.000	Airport Authority	17,557.04
08/23	08/09/2023	101923	HEWITT, CLARK	101-756-808.120	Softball	110.00
08/23	08/09/2023	101924	Hubbell Roth & Clark Inc.	592-549-802.000	Contracted Services	1,955.84
08/23	08/09/2023	101924	Hubbell Roth & Clark Inc.	592-560-802.000	Contracted Services	401.27
08/23	08/09/2023	101925	Integra Realty Resources	101-257-802.000	Contracted Services	12,000.00
08/23	08/09/2023	101926	Integrity Business Solutions	514-587-802.100	Cont. Svcs - Downtown Office	112.58
08/23	08/09/2023	101927	John E. Green Co.	271-790-930.000	Building Repair & Maintenance	578.76
08/23	08/09/2023	101928	Keep It Real Social LLC	248-739-880.200	Image Campaign	400.00
08/23	08/09/2023	101929	M32 Enterprise LLC	661-598-931.000	Equipment Repair	317.61
08/23	08/09/2023	101930	MARCO LLC	582-584-802.000	Contracted Services	450.00
08/23	08/09/2023	101931	Mitchell Graphics Inc.	271-790-905.000	Printing/Advertising/Postage	178.00
08/23	08/09/2023	101931	Mitchell Graphics Inc.	271-790-905.000	Printing/Advertising/Postage	123.00
08/23	08/09/2023	101931	Mitchell Graphics Inc.	248-739-880.200	Image Campaign	534.00
08/23	08/09/2023	101932	NAPA Auto Parts	582-584-775.000	Materials & Supplies	72.10
08/23	08/09/2023	101932	NAPA Auto Parts	661-598-932.000	Vehicle Repair & Maintenance	18.00-
08/23	08/09/2023	101932	NAPA Auto Parts	661-598-785.000	Small Tools & Supplies	22.61
08/23	08/09/2023	101932	NAPA Auto Parts	661-598-931.000	Equipment Repair	21.12
08/23	08/09/2023	101932	NAPA Auto Parts	661-598-932.000	Vehicle Repair & Maintenance	36.30

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GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Invoice GL Account Title	Check Amount
08/23	08/09/2023	101932	NAPA Auto Parts	661-010-111.000	Inventory - Materials	39.44
08/23	08/09/2023	101932	NAPA Auto Parts	661-598-932.000	Vehicle Repair & Maintenance	56.03
08/23	08/09/2023	101932	NAPA Auto Parts	582-584-775.000	Materials & Supplies	36.05
08/23	08/09/2023	101932	NAPA Auto Parts	661-598-931.000	Equipment Repair	13.82
08/23	08/09/2023	101932	NAPA Auto Parts	661-010-111.000	Inventory - Materials	142.05
08/23	08/09/2023	101932	NAPA Auto Parts	661-598-931.000	Equipment Repair	24.95
08/23	08/09/2023	101932	NAPA Auto Parts	661-598-785.000	Small Tools & Supplies	24.84
08/23	08/09/2023	101933	NORTH BAY HYDROSEED INC.	202-451-802.000	Contracted Services	1,397.00
08/23	08/09/2023	101933	NORTH BAY HYDROSEED INC.	203-451-802.000	Contracted Services	279.00
08/23	08/09/2023	101933	NORTH BAY HYDROSEED INC.	204-444-802.000	Contracted Services	200.00
08/23	08/09/2023	101933	NORTH BAY HYDROSEED INC.	592-020-342.000	Distribution System	638.00
08/23	08/09/2023	101933	NORTH BAY HYDROSEED INC.	592-025-343.000	Distribution Systems	479.00
08/23	08/09/2023	101933	NORTH BAY HYDROSEED INC.	582-020-360.000	Distribution System	997.00
08/23	08/09/2023	101934	North Central Laboratories	592-553-775.000	Materials & Supplies	79.34
08/23	08/09/2023	101935	Northern Michigan Review Inc.	101-172-802.000	Contracted Services	71.45
08/23	08/09/2023	101936	OMS Compliance Services Inc	204-481-802.000	Contracted Services	50.00
08/23	08/09/2023	101936	OMS Compliance Services Inc	582-588-802.000	Contracted Services	50.00
08/23	08/09/2023	101937	On Duty Gear LLC	101-345-985.000	Equipment	734.92
08/23	08/09/2023	101937	On Duty Gear LLC	101-345-775.000	Materials & Supplies	471.10
08/23	08/09/2023	101938	OTEC Radio Comm. Equipment	661-020-142.000	Vehicles	4,840.55
08/23	08/09/2023	101939	P.C. Lawn Care	202-467-802.000	Contracted Services	2,651.00
08/23	08/09/2023	101939	P.C. Lawn Care	203-467-802.000	Contracted Services	634.50
08/23	08/09/2023	101939	P.C. Lawn Care	582-584-802.000	Contracted Services	532.50
08/23	08/09/2023	101939	P.C. Lawn Care	592-537-802.000	Contracted Services	1,150.00
08/23	08/09/2023	101939	P.C. Lawn Care	592-543-802.000	Contracted Services	160.00
08/23	08/09/2023	101939	P.C. Lawn Care	592-554-802.000	Contracted Services	754.00
08/23	08/09/2023	101939	P.C. Lawn Care	592-558-802.000	Contracted Services	1,045.00
08/23	08/09/2023	101939	P.C. Lawn Care	582-593-930.000	Building Repair & Maintenance	907.50
08/23	08/09/2023	101940	Performance Painting	592-547-802.000	Contracted Services	4,410.00
08/23	08/09/2023	101940	Performance Painting	592-554-802.000	Contracted Services	1,288.00
08/23	08/09/2023	101941	Petoskey Rotary Club	101-345-915.000	Memberships & Dues	145.50
08/23	08/09/2023	101942	Police and Firemen's Insurance	701-000-230.185	Police and Fire Insurance	379.38
08/23	08/09/2023	101943	Power Line Supply	582-010-111.000	Inventory - Materials	1,040.00
08/23	08/09/2023	101943	Power Line Supply	582-588-785.000	Small Tools & Supplies	722.50
08/23	08/09/2023	101943	Power Line Supply	582-010-111.000	Inventory - Materials	1,190.00
08/23	08/09/2023	101943	Power Line Supply	582-584-775.000	Materials & Supplies	1,728.61
08/23	08/09/2023	101943	Power Line Supply	582-010-111.000	Inventory - Materials	877.64
08/23	08/09/2023	101943	Power Line Supply	582-010-111.000	Inventory - Materials	33,180.84
08/23	08/09/2023	101943	Power Line Supply	582-588-785.000	Small Tools & Supplies	1,010.00
08/23	08/09/2023	101944	Preston Feather	101-789-775.000	Materials & Supplies	52.26
08/23	08/09/2023	101944	Preston Feather	582-590-775.000	Materials & Supplies	13.99
08/23	08/09/2023	101944	Preston Feather	101-082-682.000	Other	5.24
08/23	08/09/2023	101944	Preston Feather	582-082-682.000	Other	1.39
08/23	08/09/2023	101945	Quality Seal Coating	202-477-802.000	Contracted Services	450.00
08/23	08/09/2023	101946	R.W. MERCER CO INC.	101-789-985.000	Equipment	1,600.45
08/23	08/09/2023	101947	Royal Tire	661-598-931.000	Equipment Repair	27.10
08/23	08/09/2023	101947	Royal Tire	661-598-931.000	Equipment Repair	884.22
08/23	08/09/2023	101948	Ryan Brothers Inc.	101-789-802.000	Contracted Services	13,350.00
08/23	08/09/2023	101948	Ryan Brothers Inc.	247-751-802.000	Contracted Services	2,394.00
08/23	08/09/2023	101949	Select Electric	101-773-802.000	Contracted Services	155.00
08/23	08/09/2023	101950	SIEGRIST FARM AND GREENHOUSE	101-789-775.000	Materials & Supplies	2,287.95
08/23	08/09/2023	101950	SIEGRIST FARM AND GREENHOUSE	101-770-775.000	Materials & Supplies	491.20
08/23	08/09/2023	101950	SIEGRIST FARM AND GREENHOUSE	101-754-775.000	Materials & Supplies	729.90
08/23	08/09/2023	101950	SIEGRIST FARM AND GREENHOUSE	101-773-775.000	Materials & Supplies	69.20
08/23	08/09/2023	101950	SIEGRIST FARM AND GREENHOUSE	248-739-774.000	Flowers	8,219.50
08/23	08/09/2023	101951	Spartan Distributors Inc.	661-598-931.000	Equipment Repair	359.06

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08/23	08/09/2023	101952	Standard Electric Company	101-268-775.000	Materials & Supplies	25.62
08/23	08/09/2023	101952	Standard Electric Company	101-268-775.000	Materials & Supplies	59.79
08/23	08/09/2023	101953	Staples Advantage	101-172-751.000	Office Supplies	25.36
08/23	08/09/2023	101953	Staples Advantage	101-201-751.000	Office Supplies	25.36
08/23	08/09/2023	101953	Staples Advantage	101-208-751.000	Office Supplies	17.75
08/23	08/09/2023	101953	Staples Advantage	101-253-751.000	Office Supplies	15.22
08/23	08/09/2023	101953	Staples Advantage	101-345-751.000	Office Supplies	73.55
08/23	08/09/2023	101953	Staples Advantage	101-400-751.000	Office Supplies	12.68
08/23	08/09/2023	101953	Staples Advantage	592-549-751.000	Office Supplies	348.69
08/23	08/09/2023	101953	Staples Advantage	592-560-751.000	Office Supplies	348.70
08/23	08/09/2023	101953	Staples Advantage	101-441-751.000	Office Supplies	38.04
08/23	08/09/2023	101953	Staples Advantage	101-770-751.000	Office Supplies	7.61
08/23	08/09/2023	101953	Staples Advantage	101-773-775.000	Materials & Supplies	2.54
08/23	08/09/2023	101953	Staples Advantage	101-756-751.000	Office Supplies	25.36
08/23	08/09/2023	101953	Staples Advantage	101-789-751.000	Office Supplies	10.14
08/23	08/09/2023	101953	Staples Advantage	101-345-751.000	Office Supplies	71.46
08/23	08/09/2023	101954	State of Michigan-Department of LARA	582-081-642.300	Residential	3,563.10
08/23	08/09/2023	101954	State of Michigan-Department of LARA	582-081-642.400	Commercial	711.90
08/23	08/09/2023	101954	State of Michigan-Department of LARA	582-081-642.500	Industrial Sales	4.50
08/23	08/09/2023	101954	State of Michigan-Department of LARA	582-081-642.200	Non-Profit Sales	167.40
08/23	08/09/2023	101955	Thompson, Tori	101-756-808.120	Softball	150.00
08/23	08/09/2023	101956	T-Mobile	271-790-850.000	Communications	336.92
08/23	08/09/2023	101957	Trace Analytical Laboratories LLC	592-553-802.000	Contracted Services	388.00
08/23	08/09/2023	101957	Trace Analytical Laboratories LLC	592-553-802.000	Contracted Services	872.50
08/23	08/09/2023	101957	Trace Analytical Laboratories LLC	592-553-802.000	Contracted Services	271.00
08/23	08/09/2023	101958	Trophy Case, The	101-756-808.120	Softball	90.00
08/23	08/09/2023	101959	Valley City Linen	271-790-752.000	Building Supplies	26.00
08/23	08/09/2023	101959	Valley City Linen	271-790-752.000	Building Supplies	26.00
08/23	08/09/2023	101959	Valley City Linen	271-790-752.000	Building Supplies	26.00
08/23	08/09/2023	101960	Van's Business Machines	514-587-802.000	Contracted Services	175.49
08/23	08/09/2023	101961	W.W. Fairbairn & Sons	101-773-775.000	Materials & Supplies	110.28
08/23	08/09/2023	101961	W.W. Fairbairn & Sons	101-773-775.000	Materials & Supplies	5.60
08/23	08/09/2023	101962	Willson's Garden Center	101-789-775.000	Materials & Supplies	135.50
08/23	08/09/2023	101963	Windemuller	592-537-802.000	Contracted Services	525.00
08/23	08/09/2023	101964	Wolverine Ice Company	101-789-802.000	Contracted Services	126.00
08/23	08/09/2023	101964	Wolverine Ice Company	101-789-775.000	Materials & Supplies	140.00
08/23	08/09/2023	101964	Wolverine Ice Company	101-789-802.000	Contracted Services	182.00
08/23	08/16/2023	101967	All-Phase Electric Supply	101-773-775.000	Materials & Supplies	10.98
08/23	08/16/2023	101967	All-Phase Electric Supply	101-268-775.000	Materials & Supplies	11.21
08/23	08/16/2023	101968	Amazon Capital Services	271-790-958.000	Programming - Children	30.58
08/23	08/16/2023	101968	Amazon Capital Services	271-790-761.200	Audio Visual - Young Adult	190.69
08/23	08/16/2023	101968	Amazon Capital Services	271-790-760.200	Books - Young Adult	45.28
08/23	08/16/2023	101968	Amazon Capital Services	271-790-958.200	Programming - Young Adult	19.99
08/23	08/16/2023	101968	Amazon Capital Services	271-790-761.000	Audio Visual - Adult	19.99-
08/23	08/16/2023	101968	Amazon Capital Services	271-790-964.000	Makerspace - Equip & Supplies	70.84
08/23	08/16/2023	101968	Amazon Capital Services	271-790-964.000	Makerspace - Equip & Supplies	291.80
08/23	08/16/2023	101968	Amazon Capital Services	271-790-761.000	Audio Visual - Adult	22.46
08/23	08/16/2023	101968	Amazon Capital Services	271-790-964.000	Makerspace - Equip & Supplies	11.99
08/23	08/16/2023	101968	Amazon Capital Services	271-790-752.000	Building Supplies	286.68
08/23	08/16/2023	101968	Amazon Capital Services	271-790-958.200	Programming - Young Adult	69.71
08/23	08/16/2023	101969	American Security Cabinets Inc.	271-790-751.000	Office/Library Supplies	66.00
08/23	08/16/2023	101970	Apex Software	101-257-802.000	Contracted Services	260.00
08/23	08/16/2023	101971	Armstrong, Janet Elaine	271-790-802.000	Contracted Services	150.00
08/23	08/16/2023	101972	AT & T Mobility	514-587-920.000	Public Utilities	263.44
08/23	08/16/2023	101973	AT&T	592-560-850.000	Communications	102.44
08/23	08/16/2023	101973	AT&T	592-558-920.000	Public Utilities	44.92

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08/23	08/16/2023	101973	AT&T	582-593-850.000	Communications	126.00
08/23	08/16/2023	101974	Avineon	204-481-802.000	Contracted Services	783.00
08/23	08/16/2023	101974	Avineon	582-593-802.000	Contracted Services	782.00
08/23	08/16/2023	101974	Avineon	592-549-802.000	Contracted Services	783.00
08/23	08/16/2023	101974	Avineon	592-560-802.000	Contracted Services	783.00
08/23	08/16/2023	101975	Bailey, Jennifer	271-790-802.000	Contracted Services	120.00
08/23	08/16/2023	101976	Beckett & Raeder Inc.	101-770-802.000	Contracted Services	1,080.00
08/23	08/16/2023	101977	Bell Equipment Company	661-598-932.000	Vehicle Repair & Maintenance	1,338.00
08/23	08/16/2023	101978	Berg Assessing & Consulting Inc	101-257-802.100	Contracted Services - Assessor	9,717.50
08/23	08/16/2023	101979	Blackman, Tina	101-756-808.140	Tennis	1,697.64
08/23	08/16/2023	101980	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	6,261.51
08/23	08/16/2023	101981	Bound Tree Medical LLC	101-345-775.000	Materials & Supplies	224.51
08/23	08/16/2023	101981	Bound Tree Medical LLC	101-268-930.000	Building Repair & Maintenance	105.03
08/23	08/16/2023	101981	Bound Tree Medical LLC	101-345-775.000	Materials & Supplies	158.08
08/23	08/16/2023	101982	Buelmann, Fred	248-540-882.300	Back to Bricks	2,000.00
08/23	08/16/2023	101983	Carrier & Gable Inc.	582-590-775.000	Materials & Supplies	3,097.51
08/23	08/16/2023	101984	Carter's Imagewear & Awards	101-789-767.000	Uniforms	284.70
08/23	08/16/2023	101985	Centaris	271-790-802.000	Contracted Services	386.00
08/23	08/16/2023	101986	Center Point Large Print	271-790-760.000	Books - Adult	135.65
08/23	08/16/2023	101987	Cintas Corp #729	101-268-802.000	Contracted Services	22.67
08/23	08/16/2023	101987	Cintas Corp #729	592-544-802.000	Contracted Services	65.11
08/23	08/16/2023	101987	Cintas Corp #729	582-593-930.000	Building Repair & Maintenance	12.75
08/23	08/16/2023	101987	Cintas Corp #729	204-481-767.000	Uniforms	66.68
08/23	08/16/2023	101987	Cintas Corp #729	582-588-767.000	Other - Uniforms	85.95
08/23	08/16/2023	101987	Cintas Corp #729	592-560-767.000	Other - Uniforms	32.18
08/23	08/16/2023	101987	Cintas Corp #729	592-549-767.000	Other - Uniforms	32.19
08/23	08/16/2023	101987	Cintas Corp #729	101-268-802.000	Contracted Services	22.67
08/23	08/16/2023	101987	Cintas Corp #729	592-544-802.000	Contracted Services	65.11
08/23	08/16/2023	101987	Cintas Corp #729	582-593-930.000	Building Repair & Maintenance	48.74
08/23	08/16/2023	101987	Cintas Corp #729	204-481-767.000	Uniforms	66.68
08/23	08/16/2023	101987	Cintas Corp #729	582-588-767.000	Other - Uniforms	85.95
08/23	08/16/2023	101987	Cintas Corp #729	592-560-767.000	Other - Uniforms	32.18
08/23	08/16/2023	101987	Cintas Corp #729	592-549-767.000	Other - Uniforms	32.19
08/23	08/16/2023	101988	Collias-Glaser, Hellene Kay	271-790-802.000	Contracted Services	600.00
08/23	08/16/2023	101989	Contractors Supply Inc.	101-265-930.000	Building Repair & Maintenance	26.10
08/23	08/16/2023	101990	David L Hoffman Landscaping & Nursery	514-587-970.000	Capital Outlay	4,213.15
08/23	08/16/2023	101990	David L Hoffman Landscaping & Nursery	204-470-802.000	Contracted Services	1,720.00
08/23	08/16/2023	101990	David L Hoffman Landscaping & Nursery	582-584-802.000	Contracted Services	3,842.50
08/23	08/16/2023	101991	Derrer Oil Co.	661-598-759.000	Gas & Oil	2,877.87
08/23	08/16/2023	101992	Ducastel, Barbara	271-790-802.000	Contracted Services	120.00
08/23	08/16/2023	101993	Dunkel Excavating Services Inc.	101-770-802.000	Contracted Services	5,548.88
08/23	08/16/2023	101994	Emmet Co. Dept of Public Works	271-790-958.100	Programming - Adult	55.00
08/23	08/16/2023	101995	Etna Supply	592-546-775.000	Materials & Supplies	1,968.32
08/23	08/16/2023	101995	Etna Supply	592-546-775.000	Materials & Supplies	81.90-
08/23	08/16/2023	101995	Etna Supply	592-546-775.000	Materials & Supplies	756.00
08/23	08/16/2023	101995	Etna Supply	592-546-775.000	Materials & Supplies	540.00
08/23	08/16/2023	101995	Etna Supply	592-546-775.000	Materials & Supplies	895.00
08/23	08/16/2023	101995	Etna Supply	592-546-775.000	Materials & Supplies	54.00
08/23	08/16/2023	101995	Etna Supply	592-010-111.000	Inventory - Materials	500.00
08/23	08/16/2023	101995	Etna Supply	592-546-775.000	Materials & Supplies	1,210.00-
08/23	08/16/2023	101996	Fastenal Company	582-586-775.000	Materials & Supplies	125.43
08/23	08/16/2023	101996	Fastenal Company	101-770-775.000	Materials & Supplies	105.77
08/23	08/16/2023	101997	Fettig's Landscaping Inc.	101-770-802.000	Contracted Services	1,600.32
08/23	08/16/2023	101997	Fettig's Landscaping Inc.	101-789-802.000	Contracted Services	385.54
08/23	08/16/2023	101998	FMW Construction	582-593-930.000	Building Repair & Maintenance	1,847.24
08/23	08/16/2023	101999	Gibby's Garage	661-598-931.000	Equipment Repair	684.00

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08/23	08/16/2023	101999	Gibby's Garage	661-598-932.000	Vehicle Repair & Maintenance	72.00
08/23	08/16/2023	101999	Gibby's Garage	582-593-930.000	Building Repair & Maintenance	36.00
08/23	08/16/2023	101999	Gibby's Garage	202-475-802.000	Contracted Services	72.00
08/23	08/16/2023	101999	Gibby's Garage	661-598-931.000	Equipment Repair	288.00
08/23	08/16/2023	101999	Gibby's Garage	661-598-932.000	Vehicle Repair & Maintenance	396.00
08/23	08/16/2023	101999	Gibby's Garage	582-593-930.000	Building Repair & Maintenance	216.00
08/23	08/16/2023	101999	Gibby's Garage	101-770-802.000	Contracted Services	72.00
08/23	08/16/2023	101999	Gibby's Garage	661-598-931.000	Equipment Repair	720.00
08/23	08/16/2023	101999	Gibby's Garage	661-598-932.000	Vehicle Repair & Maintenance	144.00
08/23	08/16/2023	102000	Goodman, Becky	248-540-882.265	Friday Night at the Movies	239.21
08/23	08/16/2023	102001	Hammond, Linda Lawless	271-790-802.000	Contracted Services	180.00
08/23	08/16/2023	102002	Hansen, Carol Margaret	271-790-802.000	Contracted Services	240.00
08/23	08/16/2023	102003	Harrell's LLC	101-770-775.000	Materials & Supplies	687.50
08/23	08/16/2023	102004	Himebauch, Kelly L	271-790-802.000	Contracted Services	60.00
08/23	08/16/2023	102005	Idexx Distribution Inc.	592-553-775.000	Materials & Supplies	1,313.06
08/23	08/16/2023	102006	Ingram Library Services	271-790-760.000	Books - Adult	2,412.91
08/23	08/16/2023	102006	Ingram Library Services	271-790-760.100	Books-Children's	1,934.50
08/23	08/16/2023	102006	Ingram Library Services	271-790-760.200	Books - Young Adult	404.06
08/23	08/16/2023	102006	Ingram Library Services	271-790-885.000	Donation Expense	80.00
08/23	08/16/2023	102006	Ingram Library Services	271-790-880.000	Community Outreach	183.26
08/23	08/16/2023	102007	Jakeway, Patricia	271-790-802.000	Contracted Services	360.00
08/23	08/16/2023	102008	John E. Green Co.	271-790-930.000	Building Repair & Maintenance	1,169.49
08/23	08/16/2023	102009	K & J Septic Service LLC	101-770-802.000	Contracted Services	400.00
08/23	08/16/2023	102009	K & J Septic Service LLC	101-770-802.000	Contracted Services	400.00
08/23	08/16/2023	102010	Leifson, Christopher	203-469-802.000	Contracted Services	33.50
08/23	08/16/2023	102010	Leifson, Christopher	101-770-802.000	Contracted Services	125.00
08/23	08/16/2023	102011	LexisNexis Risk Data Management Inc.	101-208-802.000	Contracted Services	150.00
08/23	08/16/2023	102011	LexisNexis Risk Data Management Inc.	514-587-802.000	Contracted Services	150.00
08/23	08/16/2023	102012	Little Traverse Disposal	271-790-802.000	Contracted Services	148.63
08/23	08/16/2023	102013	Lowery Underground Service	582-020-360.000	Distribution System	7,635.93
08/23	08/16/2023	102013	Lowery Underground Service	582-598-802.000	Contracted Services	5,970.57
08/23	08/16/2023	102014	MacDonald Garber Broadcasting	248-540-882.120	Street Sale	2,000.00
08/23	08/16/2023	102015	Mackinac Environmental Technology Inc	101-789-802.000	Contracted Services	1,967.50
08/23	08/16/2023	102016	MacQueen Emergency	101-345-802.000	Contracted Services	2,685.00
08/23	08/16/2023	102017	MARCO LLC	204-444-802.000	Contracted Services	660.00
08/23	08/16/2023	102017	MARCO LLC	514-587-802.000	Contracted Services	720.00
08/23	08/16/2023	102017	MARCO LLC	101-754-802.000	Contracted Services	480.00
08/23	08/16/2023	102017	MARCO LLC	101-773-802.000	Contracted Services	126.00
08/23	08/16/2023	102018	McCardel Culligan	101-770-802.000	Contracted Services	12.00
08/23	08/16/2023	102018	McCardel Culligan	101-770-802.000	Contracted Services	19.00
08/23	08/16/2023	102018	McCardel Culligan	101-770-802.000	Contracted Services	11.00
08/23	08/16/2023	102018	McCardel Culligan	514-587-802.100	Cont. Svcs - Downtown Office	11.00
08/23	08/16/2023	102019	McLaren Corporate Services Systoc	101-345-775.000	Materials & Supplies	54.00
08/23	08/16/2023	102020	Meyer Ace Hardware	101-789-775.000	Materials & Supplies	6.99
08/23	08/16/2023	102020	Meyer Ace Hardware	101-789-775.000	Materials & Supplies	47.57
08/23	08/16/2023	102020	Meyer Ace Hardware	101-268-775.000	Materials & Supplies	8.09
08/23	08/16/2023	102020	Meyer Ace Hardware	101-754-775.000	Materials & Supplies	12.58
08/23	08/16/2023	102020	Meyer Ace Hardware	101-773-931.000	Equipment Repair	53.99
08/23	08/16/2023	102020	Meyer Ace Hardware	101-268-775.000	Materials & Supplies	16.18
08/23	08/16/2023	102020	Meyer Ace Hardware	271-790-752.000	Building Supplies	22.28
08/23	08/16/2023	102020	Meyer Ace Hardware	101-773-775.000	Materials & Supplies	14.38
08/23	08/16/2023	102020	Meyer Ace Hardware	101-770-775.000	Materials & Supplies	38.99
08/23	08/16/2023	102020	Meyer Ace Hardware	202-475-775.000	Materials & Supplies	11.69
08/23	08/16/2023	102020	Meyer Ace Hardware	592-551-775.000	Materials & Supplies	152.99
08/23	08/16/2023	102020	Meyer Ace Hardware	661-598-931.000	Equipment Repair	66.97
08/23	08/16/2023	102021	Mitchell Graphics Inc.	248-540-882.400	Photo Calender	531.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Invoice GL Account Title	Check Amount
08/23	08/16/2023	102021	Mitchell Graphics Inc.	248-540-882.400	Photo Calender	4,996.00
08/23	08/16/2023	102022	New Pig Corporation	101-789-775.000	Materials & Supplies	1,780.68
08/23	08/16/2023	102023	Northern A-1	202-469-802.000	Contracted Services	10,063.20
08/23	08/16/2023	102023	Northern A-1	203-469-802.000	Contracted Services	10,063.20
08/23	08/16/2023	102024	Northern Copy Express Inc.	101-345-775.000	Materials & Supplies	125.45
08/23	08/16/2023	102025	Northern Gale Cleaning & Property Mgmt	271-790-802.000	Contracted Services	1,250.00
08/23	08/16/2023	102026	Northern Lights Recreation	101-756-808.010	Kid's Camp	559.36
08/23	08/16/2023	102027	Northland Library Cooperative	271-790-802.000	Contracted Services	4,442.16
08/23	08/16/2023	102028	OHM Advisors	271-790-802.000	Contracted Services	2,100.00
08/23	08/16/2023	102029	OMS Compliance Services Inc	592-549-802.000	Contracted Services	22.50
08/23	08/16/2023	102029	OMS Compliance Services Inc	592-560-802.000	Contracted Services	22.50
08/23	08/16/2023	102029	OMS Compliance Services Inc	592-549-802.000	Contracted Services	25.00
08/23	08/16/2023	102029	OMS Compliance Services Inc	592-560-802.000	Contracted Services	25.00
08/23	08/16/2023	102030	PARKMOBILE LLC	514-587-775.000	Materials & Supplies	27.59
08/23	08/16/2023	102031	Peninsula Fiber Network LLC	271-790-850.000	Communications	89.10
08/23	08/16/2023	102031	Peninsula Fiber Network LLC	101-228-850.000	Communications	446.00
08/23	08/16/2023	102032	Performance Painting	582-593-930.000	Building Repair & Maintenance	1,431.00
08/23	08/16/2023	102033	Plath, Audrey	101-253-912.000	Education & Training	785.03
08/23	08/16/2023	102034	Pomp's Tire Service Inc	661-598-931.000	Equipment Repair	4,251.02
08/23	08/16/2023	102035	Power System Engineering	582-588-802.000	Contracted Services	58.75
08/23	08/16/2023	102035	Power System Engineering	592-549-802.000	Contracted Services	58.75
08/23	08/16/2023	102036	Pro Image Design	661-020-142.000	Vehicles	251.73
08/23	08/16/2023	102037	Proclean North	592-554-802.000	Contracted Services	786.50
08/23	08/16/2023	102037	Proclean North	582-593-930.000	Building Repair & Maintenance	1,396.50
08/23	08/16/2023	102038	Purity Cylinder Gases Inc.	101-345-775.000	Materials & Supplies	28.28
08/23	08/16/2023	102039	Range Telecommunications	204-481-850.000	Communications	80.00
08/23	08/16/2023	102039	Range Telecommunications	101-756-850.000	Communications	50.00
08/23	08/16/2023	102039	Range Telecommunications	582-593-850.000	Communications	70.00
08/23	08/16/2023	102039	Range Telecommunications	592-560-850.000	Communications	63.67
08/23	08/16/2023	102039	Range Telecommunications	592-549-850.000	Communications	63.68
08/23	08/16/2023	102040	REID FURNITURE COMPANY	514-587-802.100	Cont. Svcs - Downtown Office	1,349.00
08/23	08/16/2023	102041	RESCO	582-020-388.000	Substations and Structures	26,650.00
08/23	08/16/2023	102042	Ryan Brothers Inc.	514-587-970.000	Capital Outlay	6,563.00
08/23	08/16/2023	102042	Ryan Brothers Inc.	592-545-802.000	Contracted Services	842.50
08/23	08/16/2023	102042	Ryan Brothers Inc.	101-770-802.000	Contracted Services	3,036.00
08/23	08/16/2023	102043	S & S WORLDWIDE INC.	101-756-808.010	Kid's Camp	39.96
08/23	08/16/2023	102044	SiteOne Landscape Supply	101-770-775.000	Materials & Supplies	33.22
08/23	08/16/2023	102045	Spok	204-481-850.000	Communications	2.78
08/23	08/16/2023	102045	Spok	582-588-850.000	Communications	2.78
08/23	08/16/2023	102045	Spok	592-560-850.000	Communications	2.78
08/23	08/16/2023	102045	Spok	592-549-850.000	Communications	2.78
08/23	08/16/2023	102045	Spok	661-598-850.000	Communications	2.78
08/23	08/16/2023	102046	Staples Advantage	101-172-751.000	Office Supplies	20.85
08/23	08/16/2023	102046	Staples Advantage	101-201-751.000	Office Supplies	20.85
08/23	08/16/2023	102046	Staples Advantage	101-208-751.000	Office Supplies	14.59
08/23	08/16/2023	102046	Staples Advantage	101-253-751.000	Office Supplies	12.51
08/23	08/16/2023	102046	Staples Advantage	101-345-751.000	Office Supplies	60.45
08/23	08/16/2023	102046	Staples Advantage	101-400-751.000	Office Supplies	10.42
08/23	08/16/2023	102046	Staples Advantage	101-441-751.000	Office Supplies	31.27
08/23	08/16/2023	102046	Staples Advantage	101-770-751.000	Office Supplies	6.25
08/23	08/16/2023	102046	Staples Advantage	101-773-775.000	Materials & Supplies	2.08
08/23	08/16/2023	102046	Staples Advantage	101-756-751.000	Office Supplies	20.85
08/23	08/16/2023	102046	Staples Advantage	101-789-751.000	Office Supplies	8.33
08/23	08/16/2023	102046	Staples Advantage	101-172-751.000	Office Supplies	58.92
08/23	08/16/2023	102047	Stuart C Irby Co	582-586-775.000	Materials & Supplies	963.42
08/23	08/16/2023	102047	Stuart C Irby Co	582-586-775.000	Materials & Supplies	1,926.84

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Invoice GL Account Title	Check Amount
08/23	08/16/2023	102048	Summit Fire Protection	271-790-930.000	Building Repair & Maintenance	3,011.00
08/23	08/16/2023	102049	Symonds, Andrea	514-587-802.100	Cont. Svcs - Downtown Office	104.80
08/23	08/16/2023	102049	Symonds, Andrea	248-540-882.400	Photo Calender	37.55
08/23	08/16/2023	102049	Symonds, Andrea	248-540-882.265	Friday Night at the Movies	29.55
08/23	08/16/2023	102050	Temperature Control Inc.	592-554-802.000	Contracted Services	1,148.75
08/23	08/16/2023	102051	Trace Analytical Laboratories LLC	592-553-802.000	Contracted Services	271.00
08/23	08/16/2023	102051	Trace Analytical Laboratories LLC	592-553-802.000	Contracted Services	689.75
08/23	08/16/2023	102052	Unique Management Services Inc.	271-790-802.000	Contracted Services	46.60
08/23	08/16/2023	102053	UpNorth Fire & Safety LLC	101-789-802.000	Contracted Services	80.00
08/23	08/16/2023	102054	UPS Store, The	592-553-802.000	Contracted Services	15.88
08/23	08/16/2023	102055	Verizon Wireless	101-345-850.000	Communications	41.14
08/23	08/16/2023	102055	Verizon Wireless	101-770-850.000	Communications	36.01
08/23	08/16/2023	102055	Verizon Wireless	101-773-850.000	Communications	54.36
08/23	08/16/2023	102055	Verizon Wireless	101-789-850.000	Communications	52.81
08/23	08/16/2023	102055	Verizon Wireless	101-770-850.000	Communications	18.01
08/23	08/16/2023	102055	Verizon Wireless	101-345-850.000	Communications	18.00
08/23	08/16/2023	102055	Verizon Wireless	101-770-850.000	Communications	72.02
08/23	08/16/2023	102055	Verizon Wireless	101-345-850.000	Communications	36.01
08/23	08/16/2023	102055	Verizon Wireless	101-770-850.000	Communications	18.00
08/23	08/16/2023	102055	Verizon Wireless	101-345-850.000	Communications	18.01
08/23	08/16/2023	102055	Verizon Wireless	101-345-850.000	Communications	41.14
08/23	08/16/2023	102055	Verizon Wireless	592-538-850.000	Communications	80.04
08/23	08/16/2023	102055	Verizon Wireless	592-538-920.000	Public Utilities	280.07
08/23	08/16/2023	102055	Verizon Wireless	204-481-850.000	Communications	26.12
08/23	08/16/2023	102055	Verizon Wireless	582-588-850.000	Communications	26.13
08/23	08/16/2023	102055	Verizon Wireless	592-549-850.000	Communications	26.12
08/23	08/16/2023	102055	Verizon Wireless	592-560-850.000	Communications	26.13
08/23	08/16/2023	102055	Verizon Wireless	101-345-802.000	Contracted Services	51.64
08/23	08/16/2023	102056	Visual Edge IT Inc.	101-172-751.000	Office Supplies	13.01
08/23	08/16/2023	102056	Visual Edge IT Inc.	101-201-751.000	Office Supplies	13.01
08/23	08/16/2023	102056	Visual Edge IT Inc.	101-208-751.000	Office Supplies	9.11
08/23	08/16/2023	102056	Visual Edge IT Inc.	101-253-751.000	Office Supplies	7.81
08/23	08/16/2023	102056	Visual Edge IT Inc.	101-345-751.000	Office Supplies	37.73
08/23	08/16/2023	102056	Visual Edge IT Inc.	101-400-751.000	Office Supplies	6.50
08/23	08/16/2023	102056	Visual Edge IT Inc.	101-441-751.000	Office Supplies	19.51
08/23	08/16/2023	102056	Visual Edge IT Inc.	101-770-751.000	Office Supplies	3.90
08/23	08/16/2023	102056	Visual Edge IT Inc.	101-773-775.000	Materials & Supplies	1.30
08/23	08/16/2023	102056	Visual Edge IT Inc.	101-756-751.000	Office Supplies	13.01
08/23	08/16/2023	102056	Visual Edge IT Inc.	101-789-751.000	Office Supplies	5.20
08/23	08/16/2023	102057	Windemuller	592-558-802.000	Contracted Services	428.00
08/23	08/16/2023	102057	Windemuller	592-537-802.000	Contracted Services	1,397.50
08/23	08/16/2023	102057	Windemuller	592-555-802.000	Contracted Services	698.75
08/23	08/16/2023	102057	Windemuller	592-558-802.000	Contracted Services	698.75
08/23	08/16/2023	102057	Windemuller	592-554-802.000	Contracted Services	2,577.50
08/23	08/16/2023	102058	Wolverine Ice Company	101-789-802.000	Contracted Services	154.00
08/23	08/16/2023	102059	Yallup, Tracey	271-790-802.000	Contracted Services	180.00
08/23	08/16/2023	999516	ACH-EFTPS	701-000-230.200	FICA Withholding Payable	15,307.13
08/23	08/16/2023	999516	ACH-EFTPS	701-000-230.100	Federal Withholding Payable	21,833.39
08/23	08/16/2023	999516	ACH-EFTPS	701-000-230.200	FICA Withholding Payable	15,307.13
08/23	08/16/2023	999516	ACH-EFTPS	701-000-230.200	FICA Withholding Payable	3,579.84
08/23	08/16/2023	999516	ACH-EFTPS	701-000-230.200	FICA Withholding Payable	3,579.84
08/23	08/16/2023	999517	ACH-ICMA 457	701-000-230.700	Employees ICMA Payable	973.14
08/23	08/16/2023	999517	ACH-ICMA 457	701-000-230.700	Employees ICMA Payable	4,795.00
08/23	08/16/2023	999517	ACH-ICMA 457	701-000-230.700	Employees ICMA Payable	1,925.93
08/23	08/16/2023	999518	MissionSquare 401	701-000-230.700	Employees ICMA Payable	842.92
08/23	08/16/2023	999519	MissionSquare Roth	701-000-230.900	Roth IRA	370.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Invoice GL Account Title	Check Amount
08/23	08/16/2023	999520	MissionSquare Roth %	701-000-230.900	Roth IRA	57.23
Grand Totals:						<u>3,072,781.57</u>

Report Criteria:

Check.Check issue date = 08/03/2023-08/16/2023

Check Number	Check Issue Date	Name	GL Account	Amount
10008	08/16/2023	Johnson, Dora	703040280000	10.00
101965	08/09/2023	Cartwright, Kathleen	101087654000	100.00
101966	08/09/2023	Rigney, Frances	582040285000	23.13
102060	08/16/2023	9 Oaks Inn	101345912000	1,231.20
102060	08/16/2023	9 Oaks Inn	101345912000	1,231.20
102061	08/16/2023	Bootz, Brock	582081642300	48.60
102062	08/16/2023	Northwest MI Community Actions Agency	582081642300	60.00
102063	08/16/2023	Peresky, Chris	582040285000	50.21
102064	08/16/2023	Sproule, Leslie	101087653000	144.00
Grand Totals:				<u>2,898.34</u>



BOARD: City Council

MEETING DATE: August 21, 2023

DATE PREPARED: August 17, 2023

AGENDA SUBJECT: Projecting Nameplates

RECOMMENDATION: That City Council conduct a second reading and possible adoption of proposed sign ordinance amendment

Request The Zoning Administrator was presented with a sign application several months ago from the owner of Ruff Life Pet Outfitters at 309 Howard Street. Their sign request included placing a projecting (nameplate) sign along the pedestrian promenade on Pennsylvania Park which wasn't approved. The nameplate sign was not approved along the pedestrian promenade side of the building because each ground-floor business is only allowed one projecting nameplate sign. The owner elected to install it on the street fronting side of his business.

Site The Pennsylvania Park promenade is a unique feature of downtown Petoskey that is rarely found in other downtowns. The character of this district is enhanced by the scale of the adjacent buildings and its frontage on a park. Currently, wall signs are used by the various building owners which are parallel to the park and not perpendicular to the sidewalk which is odd for a pedestrian walkway. The only projecting signs on the walkway are along the park between Bay Street and Lake Street.





Planning Commission A Public Hearing was conducted at the July 19, 2023, Planning Commission. There were no objections in-person or in writing to the ordinance revisions, and the Planning Commission recommended forwarding the revision to the City Council for adoption.

Action That City Council conduct a second reading and possible adoption of proposed sign ordinance amendment.

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Enclosure

ORDINANCE NO. ____

AN ORDINANCE TO AMEND APPENDIX C: SIGN ORDINANCE OF THE CITY OF PETOSKEY

THE CITY OF PETOSKEY ORDAINS:

1. Article VII, Section 7.1 of Appendix C to the Petoskey Code of Ordinances is amended as follows:

(1) Projecting nameplate signs. One projecting nameplate sign (Figure 40) shall be allowed for each ground-floor use that fronts a public right-of-way, or alley, and one projecting nameplate sign shall be allowed for each below-ground-floor use that has direct access to a public right-of-way or alley, or subject to the following conditions and exceptions:

e. Properties that abut the west side of Pennsylvania Park between Bay Street and East Mitchell Street may have a projecting nameplate sign, in addition to other signage allowed under this ordinance.

2. Conflict and Severability Clause.

All ordinances, resolutions and orders or part thereof in conflict with the provisions of this Chapter are to the extent of such conflict hereby repealed, and each section of this Chapter and each subdivision of any section thereof is hereby declared to be independent, and the finding or holding of any section or subdivision thereof to be invalid or void shall not be deemed or held to affect the validity of any other section or subdivision of this Chapter.

3. Enactment and Effective Date.

This Appendix is hereby determined by the City Council to be immediately necessary for the interest of the City. Consistent with City Charter Sec. 6.3, the effective date of this Chapter shall not be less than fourteen (14) days after enactment and shall be published once within seven days after its enactment as provided by Charter.

Adopted, enacted and ordained by the City of Petoskey City Council this ____ day of _____, 2023.

John Murphy
Its Mayor

Sarah Bek
Its Clerk



BOARD: City Council

MEETING DATE: August 21, 2023

PREPARED: August 17, 2023

AGENDA SUBJECT: Maple Block Flats Financial Incentives

RECOMMENDATION: Review and Discussion

Background The Maple Block Flats project with developer Great Lakes Capital, will be available for review and discussion of the current financials and proforma for the development.

Overview The documents for review include:

- Formal Ask Letter
- Updated Brownfield TIF Tables
- Updated Proforma

Our financial consultant, Jeff Hawkins, of Fishbeck, will be joining our discussion via Zoom.

Action This is for discussion only at this time.

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Enclosures



August 8th, 2023

Shane Horn
City Manager
City of Petoskey
101 East Lake Street
Petoskey, MI 49770

Shane,

We appreciate your support for our transformational, \$51+ Million apartment development in Petoskey. Per our recent discussion please find our “ask” of the city in regard to the city portion of incentives we are seeking. We would like to pursue a Residential Housing Facilities Act tax abatement on half of the development (102 Units). With the recently passed tax increment financing legislation (SB 129-132), there is an opportunity to add the “gap” created by the loss in income created by the AMI restricted units. This will allow us to better close the project’s gap in financial performance. In order for this to work, we are requesting a 30-year brownfield plan to reimburse our Brownfield Eligible Activity expenditures – projections indicate that such costs may not be fully reimbursed within the 30-year timeframe. In addition to this, we will continue to pursue state incentives (RAP, CRP, and Missing Middle funds) for the remaining offsets needed.

We already received a Land Bank award of \$1,000,000 along with a conditional approval of \$3,850,000 for the missing middle program. This missing middle award is contingent on us getting site plan approval and relevant incentives by September 30th from the city.

City Incentive Request

- Seeking 50% Tax Abatement on half of the development (Residential Housing Facilities Act)
 - Full Taxes are estimated at \$900,000, Total new taxes with abatement on 50% of units is \$675,000
- Brownfield Tax Increment Financing for reimbursement for environmental and non-environmental activities totaling \$27.3M over a **30-year period** (separate attachment).
 - Brownfield plan includes \$4.2M for public infrastructure which will include the construction of a 10’ wide bicycle path along Standish Avenue among other priority Projects that Petoskey wishes to pursue.
 - Reimbursement will be split between the developer and City, 85% and 15% respectively.
- Brownfield Tax Increment Financing of \$9.3M for reimbursement for affordable housing gap (Senate Bill 129-132)
 - The burden of AMI units is calculated by rent growth at 3% (historical AMI growth) falls short of the market rent growth of 4% and over 12 years is approximately \$6,000,000



- EGLE Loan of \$1M
 - Great Lakes Capital will provide Guarantee/Letter of Credit

GLC Commitment

- 204 Unit Multifamily Investment of over \$51 million in the City of Petoskey which is inclusive of extensive environmental clean-up.
- 50% (approx. 102 units) will be designated AMI restricted units (80-120%) for a term of 12 years (the term of the Residential Housing Facilities Act)
- Units will not be permitted for AirBNB style short-term rentals.
- Easement granted to the City of Petoskey for construction of a bridge across the Bear River on the south end of the property and 10' wide bicycle path along Standish Avenue.

Estimated Monthly Rental Range: (Market and 80%-120% AMI)

- 1 Bedroom: \$1,275 - \$1,550+
- 2 Bedroom: \$1,575 - \$2,100+

Emmet Co AMI Rates Adjusted for Utility Allowance		
AMI	1 Bedroom	2 Bedroom
80%	\$ 1,079	\$ 1,275
100%	\$ 1,391	\$ 1,649
120%	\$ 1,703	\$ 2,024

We look forward to discussing this approach with you. A copy of our current site plan and a summary of the brownfield plan are attached to this letter for your reference.

Sincerely,

Jeff Smoke
 Managing Director and Principal
 Great Lakes Capital



BROWNFIELD PLAN SUMMARY MAPLE BLOCK FLATS

The following is a summary of the key elements of the proposed Brownfield Plan for Maple Block Flats.

- The Brownfield Plan includes Eligible Activity budgets for Environmental, Non-Environmental, and Housing Eligible Activities, as shown in Table 1.
- An EGLE Brownfield Grant for Environmental Eligible Activities and a Blight Elimination Grant (already awarded) for asbestos abatement and demolition will reduce the Brownfield obligation for reimbursement from Brownfield Tax Increment Financing (TIF) revenues.
- Recent amendments to Act 381 provide reimbursement for the financial gap between costs and revenues for residential units for households of <120% Average Median Income (AMI). This is a critical tool to close the financing gap for the project.
- The tax increment revenues generated by the \$51+ million investment will likely not fully reimburse the Brownfield Eligible Activity budget expenses within the 30-year timeframe of the Brownfield Plan.
- The Brownfield Eligible Activity budget is conservative and actual expenses will likely be less but cannot be greater than the Brownfield Plan budget. Reimbursement is based on actual expenses from revenues based on actual taxable value and actual millage rates.
- The Reimbursement Schedule assumes a Residential Housing Facility Act abatement on 50% of the overall project for 50% of the taxable value, for a net abatement of 25%.
- The total capture over the 30-year period based on the conservative Eligible Activity budget is significant – principal and interest totaling over \$27 million. The City’s share is 25.37% of that total, approximately \$7.1 million, leveraging 74.63% from outside sources, including 46.29% from the State. The allocation between taxing jurisdictions is estimated in Table 3.
- Interest costs are based on a 15-year term, while Eligible Activities will likely be reimbursed over 30 years.



- Public Schools of Petoskey and the Char – Em ISD are made whole through the State Education Fund for Brownfield TIF capture for the School Operating Tax and ISD millage. However, the Petoskey Schools Sinking Fund is subject to capture.

Environmental	\$	3,653,000
Non-Environmental	\$	10,094,900
Public Infrastructure	\$	4,217,565
Affordable Housing Gap	\$	9,301,000
Total Brownfield TIF	\$	27,266,465

Inclusive of Interest



Project Site Plan





DRAFT ESTIMATES ONLY			
Petoskey, MI		Maple Block Flats	August 8th, 2023
Project Financial Gap Analysis		50% tax abatement on entire development	
Source of Funds			
Developer (equity and loan)	\$	37,971,852	
RAP Grant	\$	2,250,000	
Missing Middle Grant	\$	3,850,000	
MEDC Grant	\$	750,000	
MEDC Loan	\$	3,000,000	
EGLE Loan	\$	1,000,000	
EGLE Grant	\$	1,000,000	
Blight Grant	\$	1,000,000	
Total Sources	\$	50,821,852	
Use of Funds			
Total Project Costs	\$	50,821,852	
Value Assumptions			
Net Operating Income - Stabilized (after RE taxes)	\$	1,868,310	
Development Costs	\$	50,821,852	
Current Yield on Cost		3.68%	
Target Yield on Cost		6.75%	
Development Costs to Meet Target Yield	\$	27,678,672	
Cost Reduction Needed (Financial Gap)	\$	23,143,180	
Grants	\$	8,850,000	
Financial Gap	\$	14,293,180	
TIF Value (Net Present Value)	\$	(9,070,405)	
(Environmental and NON environmental + GAP)			
NPV of Tax Abatement	\$	(2,407,180)	
Remaining Financial Gap	\$	2,815,595	
Underwriting Assumptions			
	<u>Avg SF</u>		<u>Rent/SF</u>
Multifamily Income	877	\$	1.80
Net Operating Income			
Multifamily Income (w/ 5% Vacancy)	\$		3,577,113
Misc. Income	\$		347,179
Gross Effective Income	\$		3,924,292
Expenses before Taxes	\$		(1,155,981)
Net Operating Income	Year #1	\$	2,768,310
Property Tax Estimate (Market Rate Units)	\$		(675,000)
Replacement Reserves	\$		(48,000)
Net Operating Income After Taxes	\$		2,045,310
TIF Reimbursement	\$		487,852
Net Operating Income + TIF	\$		2,533,162
Yield on Cost w/ Incentives			6.04%
Notes:			
Overage mitigated with lower cost or increased NOI			
Taxes estimated at \$4,412 per unit (current land taxes around \$28,000)			
Total # of units: 204			
DSC Year One stabilized 1.30			
50% units 80-120% AMI Commitment			
TIF Value includes \$6,000,000 GAP financing			
Blight & EGLE Grant Approved. Missing Middle Grant has Contingent Approval			

Table 1.1 EGLE Environmental Eligible Activities Costs MICHIGAN MAPLE BLOCK REDEVELOPMENT EMMET COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY					
EGLE Environmental Eligible Activities	Cost	EGLE Grant	EGLE Loan*	Other Sources - RRC	Brownfield TIF Balance
Department Specific Activities					
BEA Activities					
Phase I ESA	\$3,000			\$3,000	
Phase II ESA	\$30,000			\$30,000	
Baseline Environmental Assessment	\$5,000			\$5,000	
<i>Subtotal</i>	\$38,000	\$0		\$38,000	\$0
Due Care Activities					
Due Care Investigation	\$100,000		\$100,000	\$0	\$100,000
Section 7A Compliance Analysis	\$5,000		\$5,000	\$0	\$5,000
Due Care Measures				\$0	\$0
Soil Removal, Transport and Disposal	\$1,510,000	\$410,000	\$445,000		\$1,100,000
Dewatering Effluent Treatment	\$65,000				\$65,000
Vapor Mitigation	\$1,210,000	\$300,000	\$300,000		\$910,000
Engineering Controls	\$0	\$0		\$0	\$0
<i>Subtotal</i>	\$2,890,000	\$710,000	\$850,000	\$0	\$2,180,000
Subtotal	\$2,928,000	\$710,000	\$850,000	\$38,000	\$2,180,000
Contingency (15%)	\$439,200				\$327,000
EGLE Eligible Activities Subtotal	\$3,367,200	\$710,000	\$850,000	\$38,000	\$2,507,000
Interest (5% for 15 Years)	\$1,499,000				\$1,116,000
Brownfield Plan/Act 381 Work Plan Preparation	\$15,000				\$15,000
Brownfield Plan/Act 381 Work Plan Implementation	\$15,000				\$15,000
EGLE Environmental Eligible Activities Total Costs	\$4,896,200	\$710,000	\$850,000	\$38,000	\$3,653,000

Administrative and Operation Costs \$50,000

***EGLE Loan will be reimbursed through Brownfield TIF**

Table 1.2 MSF Non-Environmental Eligible Activities Costs MICHIGAN MAPLE BLOCK REDEVELOPMENT EMMET COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY					
MSF Non-Environmental Eligible Activities	Cost	EGLE Loan	Blight Elimination Grant	Other Sources - LBRF	Brownfield TIF Balance
Lead, Asbestos, Mold Abatement					
Survey	\$16,300			\$16,300	\$16,300
Monitoring	\$50,000		\$20,000		\$30,000
Abatement	\$300,000		\$260,000		\$40,000
<i>Subtotal</i>	\$366,300	\$0	\$280,000	\$16,300	\$86,300
Demolition					
Site Demolition	\$184,380		\$184,380		\$0
Building Demolition	\$1,150,000		\$470,050		\$679,950
<i>Subtotal</i>	\$1,334,380	\$0	\$654,430	\$0	\$679,950
Site Preparation					
Clearing and Grubbing	\$3,000				\$3,000
Compaction and Sub-Base Preparatin	\$569,000				\$569,000
Excavation for Unstable Soils	\$690,500				\$690,500
Fill	\$200,100				\$200,100
Special Foundations	\$2,100,000	\$300,000			\$2,100,000
Geotechnical Engineering	\$35,000			\$15,000	\$35,000
Grading and Land Balancing	\$223,750				\$223,750
Relocation of Active Utilities	\$50,000				\$50,000
Staking	\$10,000				\$10,000
Temporary Facilities, Site Control, Protection	\$50,000				\$50,000
Engineering Costs	\$393,135				\$393,135
<i>Subtotal</i>	\$4,324,485	\$300,000		\$15,000	\$4,324,485
Private Infrastructure Improvements					
Vertical, underground, or integrated parking	\$0				\$0
Urban stormwater management system -traditional	\$485,500				\$485,500
Road Driveway Entrances in Public ROW	\$37,000				\$37,000
Water / Wastewater Improvements - Public	\$419,000				\$419,000
Engineering Costs	\$48,550				\$48,550
<i>Subtotal</i>	\$990,050	\$0		\$0	\$990,050
Private MSF Eligible Activities Sub-Total	\$7,015,215	\$300,000	\$934,430	\$31,300	\$6,080,785
Contingency (15%)	\$1,052,280		\$140,165		\$912,115
Private MSF Eligible Activities SubTotal	\$8,067,495	\$300,000	\$1,074,595	\$31,300	\$6,992,900
Interest (5% for 15 years)	\$3,592,000		\$515,000		\$3,077,000
Private MSF Eligible Activities Total	\$11,659,495	\$300,000	\$1,589,595	\$31,300	\$10,069,900
Brownfield Plan/Act 381 Work Plan Preparation					
	\$25,000				\$25,000
Brownfield Plan/Act 381 Work Plan Implementation					
Private MSF Eligible Activities Total	\$11,684,495	\$0		\$0	\$10,094,900
Public Infrastructure Improvements (Public ROW Only)					
Non-Motorized Trails	\$2,000,000				\$2,000,000
Sidewalks	\$130,000				\$130,000
Landscaping	\$50,000				\$50,000
Lighting	\$30,000				\$30,000
Engineering Costs	\$193,375				\$193,375
<i>Subtotal</i>	\$2,403,375	\$0		\$0	\$2,403,375
MSF Non-Environmental Eligible Activities Sub-Total	\$2,403,375	\$0		\$0	\$2,403,375
Contingency (15%)	\$360,505	\$0		\$0	\$360,505
Public MSF Eligible Activities SubTotal	\$2,763,880	\$0		\$0	\$2,763,880
Interest (5% for 15 years)	\$1,453,685				\$1,453,685
Public MSF Eligible Activities Total	\$4,217,565	\$0		\$0	\$4,217,565
Brownfield Plan/Act 381 Work Plan Preparation					
Brownfield Plan/Act 381 Work Plan Implementation					
MSF Non-Environmental Eligible Activities Total Costs	\$15,917,061	\$300,000	\$1,589,595	\$31,300	\$14,327,465
Adminstrative and Operation Costs	\$100,000				\$100,000

*EGLE Loan and LBRF will be reimbursed through Brownfield TIF

Table 1.3 MSHDA Housing Eligible Activities Costs MICHIGAN MAPLE BLOCK REDEVELOPMENT EMMET COUNTY BROWNFIELD REDEVELOPMENT AUTHORITY	
MSHDA Housing Eligible Activities	Cost
Financing Gap	
<i>Financing Gap between Development and Qualified Income</i>	\$6,000,000
<i>Subtotal</i>	\$6,000,000
Private MSHDA Eligible Activities Sub-Total	\$6,000,000
Contingency (15%)	\$600,000
Brownfield Plan/Act 381 Work Plan Preparation	\$15,000
Private MSHDA Eligible Activities SubTotal	\$6,615,000
Interest (5% for 15 years)	\$2,671,000
Private MSHDA Eligible Activities Total	\$9,286,000
Brownfield Plan/Act 381 Work Plan Implementation	\$15,000
City MSF Eligible Activities Total	\$15,000
MSHDA Eligible Activities Total Costs	\$9,301,000
ECBRA Administrative and Operating Costs	\$100,000

**Table 2.1 - Annual Revenue and Brownfield Capture Estimates
Former Michigan Maple Block Redevelopment
Emmet County Brownfield Redevelopment Authority**

Plan Year	Res Housing Ends																			
	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039			
Percentage Non-Homestead	100.00%																			
Estimated Taxable Value (TV) Increase Rate:	1.50%																			
Revenue Year	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039			
*Base Taxable Value	\$ 442,680	\$ 442,680	\$ 442,680	\$ 442,680	\$ 442,680	\$ 442,680	\$ 442,680	\$ 442,680	\$ 442,680	\$ 442,680	\$ 442,680	\$ 442,680	\$ 442,680	\$ 442,680	\$ 442,680	\$ 442,680	\$ 442,680			
*Base Taxable Value - Land	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000	\$ 200,000			
*Base Taxable Value - Building	\$ 242,680	\$ 242,680	\$ 242,680	\$ 242,680	\$ 242,680	\$ 242,680	\$ 242,680	\$ 242,680	\$ 242,680	\$ 242,680	\$ 242,680	\$ 242,680	\$ 242,680	\$ 242,680	\$ 242,680	\$ 242,680	\$ 242,680			
*Land Value	\$ 200,000	\$ 203,000	\$ 206,045	\$ 209,136	\$ 212,273	\$ 215,457	\$ 218,689	\$ 221,969	\$ 225,299	\$ 228,678	\$ 232,108	\$ 235,590	\$ 239,124	\$ 242,710	\$ 246,351	\$ 250,046	\$ 253,797			
Annual Value Additions \$	33,000,000		\$ 16,500,000	\$ 16,500,000																
Cumulative Value Additions			\$ 16,500,000	\$ 33,247,500	\$ 33,746,213	\$ 34,252,406	\$ 34,766,192	\$ 35,287,685	\$ 35,817,000	\$ 36,354,255	\$ 36,899,569	\$ 37,453,062	\$ 38,014,858	\$ 38,585,081	\$ 39,163,857	\$ 39,751,315	\$ 40,347,585			
Estimated New TV	\$ 442,680	\$ 442,680	\$ 8,692,680	\$ 17,066,430	\$ 17,315,786	\$ 17,568,883	\$ 17,825,776	\$ 18,086,522	\$ 18,351,180	\$ 18,619,807	\$ 18,892,464	\$ 19,169,211	\$ 19,450,109	\$ 19,735,221	\$ 20,024,609	\$ 20,318,338	\$ 20,616,472			
Incremental Difference (New TV - Base TV)			\$ 8,250,000	\$ 16,623,750	\$ 16,873,106	\$ 17,126,203	\$ 17,383,096	\$ 17,643,842	\$ 17,908,500	\$ 18,177,127	\$ 18,449,784	\$ 18,726,531	\$ 19,007,429	\$ 19,292,541	\$ 19,581,929	\$ 19,875,658	\$ 20,173,792			
Base Taxes - State	\$ 10,624	\$ 10,624	\$ 10,624	\$ 10,624	\$ 10,624	\$ 10,624	\$ 10,624	\$ 10,624	\$ 10,624	\$ 10,624	\$ 10,624	\$ 10,624	\$ 10,624	\$ 10,624	\$ 10,624	\$ 10,624	\$ 10,624			
Base Taxes - Local (w/out CAPS debt)	\$ 12,276	\$ 12,276	\$ 12,276	\$ 12,276	\$ 12,276	\$ 12,276	\$ 12,276	\$ 12,276	\$ 12,276	\$ 12,276	\$ 12,276	\$ 12,276	\$ 12,276	\$ 12,276	\$ 12,276	\$ 12,276	\$ 12,276			
Base Taxes - Total	\$ 22,900	\$ 22,900	\$ 22,900	\$ 22,900	\$ 22,900	\$ 22,900	\$ 22,900	\$ 22,900	\$ 22,900	\$ 22,900	\$ 22,900	\$ 22,900	\$ 22,900	\$ 22,900	\$ 22,900	\$ 22,900	\$ 22,900			
State Capture w/out NEZ	\$ -	\$ -	\$ 198,000	\$ 398,970	\$ 404,955	\$ 411,029	\$ 417,194	\$ 423,452	\$ 429,804	\$ 436,251	\$ 442,795	\$ 449,437	\$ 456,178	\$ 463,021	\$ 469,966	\$ 477,016	\$ 484,171			
Local Capture w/out NEZ	\$ -	\$ -	\$ 426,781	\$ 859,963	\$ 872,863	\$ 885,956	\$ 899,245	\$ 912,734	\$ 926,425	\$ 940,321	\$ 954,426	\$ 968,742	\$ 983,273	\$ 998,022	\$ 1,012,993	\$ 1,028,188	\$ 1,043,610			
Total Capture	\$ -	\$ -	\$ 426,781	\$ 859,963	\$ 872,863	\$ 885,956	\$ 899,245	\$ 912,734	\$ 926,425	\$ 940,321	\$ 954,426	\$ 968,742	\$ 983,273	\$ 998,022	\$ 1,012,993	\$ 1,028,188	\$ 1,043,610			
State Taxes w/out NEZ	\$ -	\$ 10,624	\$ 208,624	\$ 409,594	\$ 415,579	\$ 421,653	\$ 427,819	\$ 434,077	\$ 440,428	\$ 446,875	\$ 453,419	\$ 460,061	\$ 466,803	\$ 473,645	\$ 480,591	\$ 487,640	\$ 494,795			
Local Taxes w/out NEZ	\$ -	\$ 12,703	\$ 249,445	\$ 489,738	\$ 496,894	\$ 504,157	\$ 511,528	\$ 519,011	\$ 526,605	\$ 534,314	\$ 542,138	\$ 550,080	\$ 558,140	\$ 566,322	\$ 574,626	\$ 583,055	\$ 591,610			
Total Taxes	\$ -	\$ 23,327	\$ 458,069	\$ 899,333	\$ 912,473	\$ 925,810	\$ 939,347	\$ 953,087	\$ 967,034	\$ 981,189	\$ 995,557	\$ 1,010,141	\$ 1,024,943	\$ 1,039,967	\$ 1,055,217	\$ 1,070,695	\$ 1,086,406			
Res Housing Tax Abatement - State	25% SET/School Operating	\$0	\$0	\$49,500	\$99,743	\$101,239	\$102,757	\$104,299	\$105,863	\$107,451	\$109,063	\$110,699	\$112,359	\$114,045						
Res Housing Tax Abatement - Local	25%	\$0	\$0	\$57,195	\$115,248	\$116,977	\$118,732	\$120,513	\$122,320	\$124,155	\$126,017	\$127,908	\$129,826	\$131,774						
Res Housing Tax Abatement - Total		\$0	\$0	\$106,695	\$214,991	\$218,216	\$221,489	\$224,811	\$228,183	\$231,606	\$235,080	\$238,606	\$242,186	\$245,818						
Net Capture - State		\$ -	\$ -	\$ 148,500	\$ 299,228	\$ 303,716	\$ 308,272	\$ 312,896	\$ 317,589	\$ 322,353	\$ 327,188	\$ 332,096	\$ 337,078	\$ 342,134	\$ 463,021	\$ 469,966	\$ 477,016	\$ 484,171		
Net Capture - Local		\$ -	\$ -	\$ 171,586	\$ 345,745	\$ 350,931	\$ 356,195	\$ 361,538	\$ 366,961	\$ 372,465	\$ 378,052	\$ 383,723	\$ 389,479	\$ 395,321	\$ 535,001	\$ 543,026	\$ 551,172	\$ 559,439		
Net Capture Total		\$ -	\$ -	\$ 320,086	\$ 644,972	\$ 654,647	\$ 664,467	\$ 674,434	\$ 684,550	\$ 694,818	\$ 705,241	\$ 715,819	\$ 726,557	\$ 737,455	\$ 998,022	\$ 1,012,993	\$ 1,028,188	\$ 1,043,610		
Total School Revenue	Millage Rate	45.54%	24.0000	\$ 10,624	\$ 10,624	\$ 159,124	\$ 309,852	\$ 314,340	\$ 318,896	\$ 323,520	\$ 328,213	\$ 332,977	\$ 337,813	\$ 342,720	\$ 347,702	\$ 352,758	\$ 473,645	\$ 480,591	\$ 487,640	\$ 494,795
Total Local Revenue	Millage Rate	54.46%	28.6960	\$ 12,703	\$ 12,703	\$ 192,250	\$ 374,490	\$ 379,917	\$ 385,425	\$ 391,016	\$ 396,690	\$ 402,450	\$ 408,297	\$ 414,230	\$ 420,253	\$ 426,367	\$ 566,322	\$ 574,626	\$ 583,055	\$ 591,610
Total Revenue	Millage Rate		52.6960	\$ 23,327	\$ 23,327	\$ 351,374	\$ 684,342	\$ 694,257	\$ 704,321	\$ 714,536	\$ 724,904	\$ 735,428	\$ 746,109	\$ 756,951	\$ 767,955	\$ 779,125	\$ 1,039,967	\$ 1,055,217	\$ 1,070,695	\$ 1,086,406
School Capture	Millage Rate		46.39%																	
State Education Tax (SET)	25.00%	6.0000	\$ -	\$ -	\$ 37,125	\$ 74,807	\$ 75,929	\$ 77,068	\$ 78,224	\$ 79,397	\$ 80,588	\$ 81,797	\$ 83,024	\$ 84,269	\$ 85,533	\$ 115,755	\$ 117,492	\$ 119,254	\$ 121,043	
School Operating Tax	75.00%	18.0000	\$ -	\$ -	\$ 111,375	\$ 224,421	\$ 227,787	\$ 231,204	\$ 234,672	\$ 238,192	\$ 241,765	\$ 245,391	\$ 249,072	\$ 252,808	\$ 256,600	\$ 347,266	\$ 352,475	\$ 357,762	\$ 363,128	
School Total		24.0000	\$ -	\$ -	\$ 148,500	\$ 299,228	\$ 303,716	\$ 308,272	\$ 312,896	\$ 317,589	\$ 322,353	\$ 327,188	\$ 332,096	\$ 337,078	\$ 342,134	\$ 463,021	\$ 469,966	\$ 477,016	\$ 484,171	
Local Capture	Millage Rate		53.61%																	
CITY																				
General Operating	26.07%	7.2306	\$ -	\$ -	\$ 44,739	\$ 90,150	\$ 91,502	\$ 92,875	\$ 94,268	\$ 95,682	\$ 97,117	\$ 98,574	\$ 100,052	\$ 101,553	\$ 103,076	\$ 139,497	\$ 141,589	\$ 143,713	\$ 145,869	
Right of Way	13.43%	3.7233	\$ -	\$ -	\$ 23,038	\$ 46,421	\$ 47,118	\$ 47,824	\$ 48,542	\$ 49,270	\$ 50,009	\$ 50,759	\$ 51,521	\$ 52,293	\$ 53,078	\$ 71,832	\$ 72,909	\$ 74,003	\$ 75,113	
Library	2.92%	0.8103	\$ -	\$ -	\$ 5,014	\$ 10,103	\$ 10,254	\$ 10,408	\$ 10,564	\$ 10,723	\$ 10,883	\$ 11,047	\$ 11,212	\$ 11,381	\$ 11,551	\$ 15,633	\$ 15,867	\$ 16,105	\$ 16,347	
Library (Voted)	3.24%	0.8991	\$ -	\$ -	\$ 5,563	\$ 11,210	\$ 11,378	\$ 11,549	\$ 11,722	\$ 11,898	\$ 12,076	\$ 12,257	\$ 12,441	\$ 12,628	\$ 12,817	\$ 17,346	\$ 17,606	\$ 17,870	\$ 18,138	
Refuse Clean Up	1.76%	0.4890	\$ -	\$ -	\$ 3,026	\$ 6,097	\$ 6,188	\$ 6,281	\$ 6,375	\$ 6,471	\$ 6,568	\$ 6,666	\$ 6,766	\$ 6,868	\$ 6,971	\$ 9,434	\$ 9,576	\$ 9,719	\$ 9,865	
COUNTY	0.00%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Operating	17.49%	4.8500	\$ -	\$ -	\$ 30,009	\$ 60,469	\$ 61,376	\$ 62,297	\$ 63,231	\$ 64,179	\$ 65,142	\$ 66,119	\$ 67,111	\$ 68,118	\$ 69,140	\$ 93,569	\$ 94,972	\$ 96,397	\$ 97,843	
CCE/911	0.00%		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Senior Citizens	1.80%	0.5000	\$ -	\$ -	\$ 3,094	\$ 6,234	\$ 6,327	\$ 6,422	\$ 6,519	\$ 6,616	\$ 6,716	\$ 6,816	\$ 6,919	\$ 7,022	\$ 7,128	\$ 9,646	\$ 9,791	\$ 9,938	\$ 10,087	
Medical Care Facility	0.89%	0.2463	\$ -	\$ -	\$ 1,524	\$ 3,071	\$ 3,117	\$ 3,164	\$ 3,211	\$ 3,259	\$ 3,308	\$ 3,358	\$ 3,408	\$ 3,459	\$ 3,511	\$ 4,752	\$ 4,823	\$ 4,895	\$ 4,969	
Ambulance & Emergency	2.43%	0.6739	\$ -	\$ -	\$ 4,170	\$ 8,402	\$ 8,528	\$ 8,656	\$ 8,786	\$ 8,918	\$ 9,051	\$ 9,187	\$ 9,325	\$ 9,465	\$ 9,607	\$ 13,001	\$ 13,196	\$ 13,394	\$ 13,595	
GREENWOOD CEMETERY	2.19%	0.6074	\$ -	\$ -	\$ 3,758	\$ 7,573	\$ 7,687	\$ 7,802	\$ 7,919	\$ 8,038	\$ 8,158	\$ 8,281	\$ 8,405	\$ 8,531	\$ 8,659	\$ 11,718	\$ 11,894	\$ 12,072	\$ 12,254	
PETOSKEY AREA SCHOOLS SINKING FUND	5.18%	1.4371	\$ -	\$ -	\$ 8,892	\$ 17,917	\$ 18,186	\$ 18,459	\$ 18,736	\$ 19,017	\$ 19,302	\$ 19,592	\$ 19,886	\$ 20,184	\$ 20,487	\$ 27,725	\$ 28,141	\$ 28,563	\$ 28,992	
NCMC	7.20%	1.9958	\$ -	\$ -	\$ 12,349	\$ 24,883	\$ 25,257	\$ 25,635	\$ 26,020	\$ 26,410	\$ 26,806	\$ 27,208	\$ 27,617	\$ 28,031	\$ 28,451	\$ 38,504	\$ 39,082	\$ 39,668	\$ 40,263	
ISD	15.39%	4.2682	\$ -	\$ -	\$ 26,409	\$ 53,215	\$ 54,013	\$ 54,824	\$ 55,646	\$ 56,481	\$ 57,328	\$ 58,188	\$ 59,061	\$ 59,946	\$ 60,846	\$ 82,344	\$ 83,580	\$ 84,833	\$ 86,106	
Local Total	100.00%	27.7310	\$ -	\$ -	\$ 171,586	\$ 345,745	\$ 350,931	\$ 356,195	\$ 361,538	\$ 366,961	\$ 372,465	\$ 378,052	\$ 383,723	\$ 389,479	\$ 395,321	\$ 535,001	\$ 543,026	\$ 551,172	\$ 559,439	
Total Capture	Millage Rate	51.7310	\$ -	\$ -	\$ 320,086	\$ 644,972	\$ 654,647	\$ 664,467	\$ 674,434	\$ 684,550	\$ 694,818	\$ 705,241	\$ 715,819	\$ 726,557	\$ 737,455	\$ 998,022	\$ 1,012,993	\$ 1,028,188	\$ 1,043,610	
Non-Capturable Millages	Millage Rate				94.25%															
CCE/911	0.1150		\$ -	\$ -	\$ 949	\$ 1,912	\$ 1,940	\$ 1,970	\$ 1,999	\$ 2,029	\$ 2,059									

**Table 2.1 - Annual Revenue and Brownfield Capture Estimates
Former Michigan Maple Block Redevelopment
Emmet County Brownfield Redevelopment Authority**

Percentage Non-Homestead Estimated Taxable Value (TV) Increase Rate:	100.00%																
	Plan Year	1.50%	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Revenue Year			2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054
*Base Taxable Value	\$		442,680	442,680	442,680	442,680	442,680	442,680	442,680	442,680	442,680	442,680	442,680	442,680	442,680	442,680	442,680
*Base Taxable Value - Land	\$		200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000	200,000
*Base Taxable Value - Building	\$		242,680	242,680	242,680	242,680	242,680	242,680	242,680	242,680	242,680	242,680	242,680	242,680	242,680	242,680	242,680
*Land Value	\$		257,604	261,468	265,390	269,371	273,412	277,513	281,675	285,901	290,189	294,542	298,960	303,444	307,996	312,616	317,305
Annual Value Additions	\$	33,000,000															
Cumulative Value Additions	\$		40,952,799	41,567,091	42,190,597	42,823,456	43,465,808	44,117,795	44,779,562	45,451,255	46,133,024	46,825,019	47,527,395	48,240,306	48,963,910	49,698,369	50,443,844
Estimated New TV	\$		20,919,079	21,226,225	21,537,978	21,854,408	22,175,584	22,501,577	22,832,461	23,168,308	23,509,192	23,855,190	24,206,377	24,562,833	24,924,635	25,291,864	25,664,602
Incremental Difference (New TV - Base TV)	\$		20,476,399	20,783,545	21,095,298	21,411,728	21,732,904	22,058,897	22,389,781	22,725,628	23,066,512	23,412,510	23,763,697	24,120,153	24,481,955	24,849,184	25,221,922
Base Taxes - State	\$		10,624	10,624	10,624	10,624	10,624	10,624	10,624	10,624	10,624	10,624	10,624	10,624	10,624	10,624	10,624
Base Taxes - Local (w/out CAPS debt)	\$		12,276	12,276	12,276	12,276	12,276	12,276	12,276	12,276	12,276	12,276	12,276	12,276	12,276	12,276	12,276
Base Taxes - Total	\$		22,900	22,900	22,900	22,900	22,900	22,900	22,900	22,900	22,900	22,900	22,900	22,900	22,900	22,900	22,900
State Capture w/out NEZ	\$		491,434	498,805	506,287	513,881	521,590	529,414	537,355	545,415	553,596	561,900	570,329	578,884	587,567	596,380	605,326
Local Capture w/out NEZ	\$		567,831	576,348	584,994	593,769	602,675	611,715	620,891	630,204	639,657	649,252	658,991	668,876	678,909	689,093	699,429
Total Capture	\$		1,059,265	1,075,154	1,091,281	1,107,650	1,124,265	1,141,129	1,158,246	1,175,619	1,193,254	1,211,153	1,229,320	1,247,760	1,266,476	1,285,473	1,304,755
State Taxes w/out NEZ	\$		502,058	509,429	516,911	524,506	532,214	540,038	547,979	556,039	564,221	572,525	580,953	589,508	598,191	607,005	615,950
Local Taxes w/out NEZ	\$		600,294	609,108	618,054	627,134	636,351	645,705	655,200	664,838	674,620	684,549	694,626	704,855	715,237	725,775	736,471
Total Taxes	\$		1,102,352	1,118,537	1,134,965	1,151,640	1,168,565	1,185,743	1,203,179	1,220,877	1,238,840	1,257,073	1,275,579	1,294,363	1,313,429	1,332,780	1,352,422
Res Housing Tax Abatement - State																	
Res Housing Tax Abatement - Local																	
Res Housing Tax Abatement - Total																	
Net Capture - State	\$		491,434	498,805	506,287	513,881	521,590	529,414	537,355	545,415	553,596	561,900	570,329	578,884	587,567	596,380	605,326
Net Capture - Local	\$		567,831	576,348	584,994	593,769	602,675	611,715	620,891	630,204	639,657	649,252	658,991	668,876	678,909	689,093	699,429
Net Capture Total	\$		1,059,265	1,075,154	1,091,281	1,107,650	1,124,265	1,141,129	1,158,246	1,175,619	1,193,254	1,211,153	1,229,320	1,247,760	1,266,476	1,285,473	1,304,755
Total School Revenue		Millage Rate															
		45.54%	24.0000	\$	502,058	\$	509,429	\$	516,911	\$	524,506	\$	532,214	\$	540,038	\$	547,979
Total Local Revenue		Millage Rate															
		54.46%	28.6960	\$	600,294	\$	609,108	\$	618,054	\$	627,134	\$	636,351	\$	645,705	\$	655,200
Total Revenue		Millage Rate															
			52.6960	\$	1,102,352	\$	1,118,537	\$	1,134,965	\$	1,151,640	\$	1,168,565	\$	1,185,743	\$	1,203,179
School Capture		Millage Rate															
State Education Tax (SET)		25.00%	6.0000	\$	122,858	\$	124,701	\$	126,572	\$	128,470	\$	130,397	\$	132,353	\$	134,339
School Operating Tax		75.00%	18.0000	\$	368,575	\$	374,104	\$	379,715	\$	385,411	\$	391,192	\$	397,060	\$	403,016
School Total			24.0000	\$	491,434	\$	498,805	\$	506,287	\$	513,881	\$	521,590	\$	529,414	\$	537,355
Local Capture		Millage Rate															
CITY																	
General Operating		26.07%	7.2306	\$	148,057	\$	150,278	\$	152,532	\$	154,820	\$	157,142	\$	159,499	\$	161,892
Right of Way		13.43%	3.7233	\$	76,240	\$	77,383	\$	78,544	\$	79,722	\$	80,918	\$	82,132	\$	83,364
Library		2.92%	0.8103	\$	16,592	\$	16,841	\$	17,094	\$	17,350	\$	17,610	\$	17,874	\$	18,142
Library (Voted)		3.24%	0.8991	\$	18,410	\$	18,686	\$	18,967	\$	19,251	\$	19,540	\$	19,833	\$	20,131
Refuse Clean Up		1.76%	0.4890	\$	10,013	\$	10,163	\$	10,316	\$	10,470	\$	10,627	\$	10,787	\$	10,949
COUNTY		0.00%		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Operating		17.49%	4.8500	\$	99,311	\$	100,800	\$	102,312	\$	103,847	\$	105,405	\$	106,986	\$	108,590
CCE/911		0.00%		\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-
Senior Citizens		1.80%	0.5000	\$	10,238	\$	10,392	\$	10,548	\$	10,706	\$	10,866	\$	11,029	\$	11,195
Medical Care Facility		0.89%	0.2463	\$	5,043	\$	5,119	\$	5,196	\$	5,274	\$	5,353	\$	5,433	\$	5,515
Ambulance & Emergency		2.43%	0.6739	\$	13,799	\$	14,006	\$	14,216	\$	14,429	\$	14,646	\$	14,865	\$	15,088
GREENWOOD CEMETERY		2.19%	0.6074	\$	12,437	\$	12,624	\$	12,813	\$	13,005	\$	13,201	\$	13,399	\$	13,600
PETOSKEY AREA SCHOOLS SINKING FUND		5.18%	1.4371	\$	29,427	\$	29,868	\$	30,316	\$	30,771	\$	31,232	\$	31,701	\$	32,176
NMC		7.20%	1.9958	\$	40,867	\$	41,480	\$	42,102	\$	42,734	\$	43,375	\$	44,025	\$	44,686
ISD		15.39%	4.2682	\$	87,397	\$	88,708	\$	90,039	\$	91,390	\$	92,760	\$	94,152	\$	95,564
Local Total		100.00%	27.7310	\$	567,831	\$	576,348	\$	584,994	\$	593,769	\$	602,675	\$	611,715	\$	620,891
Total Capture		Millage Rate															
TOTAL			51.7310	\$	1,059,265	\$	1,075,154	\$	1,091,281	\$	1,107,650	\$	1,124,265	\$	1,141,129	\$	1,158,246
Non-Capturable Millages		Millage Rate															
CCE/911		0.1150		\$	2,355	\$	2,390	\$	2,426	\$	2,462	\$	2,499	\$	2,537	\$	2,575
Petoskey Schools Debt		0.8500		\$	17,405	\$	17,666	\$	17,931	\$	18,200	\$	18,473	\$	18,750	\$	19,031
				\$	19,760	\$	20,056	\$	20,357	\$	20,662	\$	20,972	\$	21,287	\$	21,606
			52.5810														

Table 2.2 - Tax Increment Revenue Reimbursement Allocation Table
Former Michigan Maple Block Redevelopment
Emmet County Brownfield Redevelopment Authority

Maximum Reimbursement	Proportionality	School & Local Taxes	State Brownfield Fund	LBRF	Local-Only Taxes	Total
State	46.4%	\$ 12,656,921	\$ 1,452,739	\$ -	\$ -	\$ 14,109,660
Local	53.6%	\$ 14,624,544	\$ -	\$ -	\$ 248,859	\$ 14,873,403
TOTAL	100.0%	\$ 27,281,465	\$ 1,452,739	\$ -	\$ -	\$ 28,983,063
EGLE Environmental		\$ 3,653,000				
MSF Non-Environmental		\$ 14,327,465				
MSHDA Housing		\$ 9,301,000				
TOTAL		\$ 27,281,465				

Estimated Total Years of Capture:	
Local Eligible Activities	30
State Eligible Activities	30
LBRF	N/A

Estimated Capture	\$ 27,281,465
Administrative Fees	\$ 248,859
State Revolving Fund	\$ 1,452,739
LSRRF	\$ -
TOTAL	\$ 28,983,063

Plan Year	Res Housing Ends																	
	notes	2023	2024	1 2025	2 2026	3 2027	4 2028	5 2029	6 2030	7 2031	8 2032	9 2033	10 2034	11 2035	12 2036	13 2037	14 2038	15 2039
Total State Incremental Revenue		\$ -	\$ -	\$ 148,500	\$ 299,228	\$ 303,716	\$ 308,272	\$ 312,896	\$ 317,589	\$ 322,353	\$ 327,188	\$ 332,096	\$ 337,078	\$ 342,134	\$ 463,021	\$ 469,966	\$ 477,016	\$ 484,171
State Brownfield Revolving Fund (50% of SET)		\$ -	\$ -	\$ 24,750	\$ 49,871	\$ 50,619	\$ 51,379	\$ 52,149	\$ 52,932	\$ 53,725	\$ 54,531	\$ 55,349	\$ 56,180	\$ 57,022	\$ 57,878	\$ 58,746	\$ 59,627	\$ 60,521
State TIR Available for Reimbursement		\$ -	\$ -	\$ 123,750	\$ 249,356	\$ 253,097	\$ 256,893	\$ 260,746	\$ 264,658	\$ 268,627	\$ 272,657	\$ 276,747	\$ 280,898	\$ 285,111	\$ 405,143	\$ 411,221	\$ 417,389	\$ 423,650
Total Local Incremental Revenue		\$ -	\$ -	\$ 171,586	\$ 345,745	\$ 350,931	\$ 356,195	\$ 361,538	\$ 366,961	\$ 372,465	\$ 378,052	\$ 383,723	\$ 389,479	\$ 395,321	\$ 535,001	\$ 543,026	\$ 551,172	\$ 559,439
BRA Administrative Fee	5%	\$ 248,859	\$ -	\$ 8,579	\$ 17,287	\$ 17,547	\$ 18,348	\$ 18,077	\$ 18,348	\$ 18,623	\$ 18,903	\$ 19,186	\$ 19,474	\$ 19,766	\$ 26,750	\$ 27,151	\$ 27,552	\$ 27,953
Local TIR Available for Reimbursement		\$ -	\$ -	\$ 163,006	\$ 328,458	\$ 333,385	\$ 338,385	\$ 343,461	\$ 348,613	\$ 353,842	\$ 359,150	\$ 364,537	\$ 370,005	\$ 375,555	\$ 508,251	\$ 515,875	\$ 523,631	\$ 531,482
Total State & Local TIR Available		\$ -	\$ -	\$ 286,756	\$ 577,814	\$ 586,481	\$ 595,278	\$ 604,208	\$ 613,271	\$ 622,470	\$ 631,807	\$ 641,284	\$ 650,903	\$ 660,667	\$ 913,395	\$ 927,096	\$ 936,020	\$ 945,132
DEVELOPER	Beginning Balance	\$ 23,033,900	% Allocation	84%	84%	84%	84%	84%	84%	84%	84%	84%	84%	84%	84%	84%	84%	
Developer Reimbursement	Phase I			\$ 242,110	\$ 487,852	\$ 495,169	\$ 502,597	\$ 510,136	\$ 517,788	\$ 525,555	\$ 533,438	\$ 541,440	\$ 549,561	\$ 557,805	\$ 771,184	\$ 782,752	\$ 816,615	\$ 830,028
Developer Reimbursement Balance		\$ 23,033,900	\$ 23,033,900	\$ 22,791,790	\$ 22,303,938	\$ 21,808,769	\$ 21,306,172	\$ 20,796,036	\$ 20,278,248	\$ 19,752,693	\$ 19,219,255	\$ 18,677,815	\$ 18,128,254	\$ 17,570,449	\$ 16,799,265	\$ 16,016,513	\$ 15,199,897	\$ 14,369,870
CITY	Beginning Balance	\$ 4,247,565	% Allocation	16%	16%	16%	16%	16%	16%	16%	16%	16%	16%	16%	16%	16%	16%	
City Reimbursement				\$ 44,646	\$ 89,962	\$ 91,312	\$ 92,681	\$ 94,072	\$ 95,483	\$ 96,915	\$ 98,369	\$ 99,844	\$ 101,342	\$ 102,862	\$ 142,210	\$ 144,343	\$ 150,588	\$ 153,061
City Reimbursement Balance		\$ 4,247,565	\$ 4,202,919	\$ 4,112,957	\$ 4,021,645	\$ 3,928,964	\$ 3,834,892	\$ 3,739,409	\$ 3,642,494	\$ 3,544,126	\$ 3,444,282	\$ 3,342,940	\$ 3,240,078	\$ 3,097,868	\$ 2,953,524	\$ 2,802,936	\$ 2,649,875	
MSF Non-Environmental Costs		\$ 14,327,465	\$ -	\$ 150,596	\$ 303,452	\$ 308,004	\$ 312,624	\$ 317,313	\$ 322,073	\$ 326,904	\$ 331,807	\$ 336,784	\$ 341,836	\$ 346,964	\$ 479,689	\$ 486,885	\$ 507,948	\$ 516,291
State Tax Reimbursement	52.52%	\$ 6,647,062	\$ -	\$ 64,990	\$ 130,955	\$ 132,919	\$ 134,913	\$ 136,937	\$ 138,991	\$ 141,076	\$ 143,192	\$ 145,340	\$ 147,520	\$ 149,733	\$ 212,770	\$ 215,962	\$ 219,201	\$ 222,489
Local Tax Reimbursement	52.52%	\$ 7,680,403	\$ -	\$ 85,606	\$ 172,497	\$ 175,084	\$ 177,711	\$ 180,376	\$ 183,082	\$ 185,828	\$ 188,615	\$ 191,445	\$ 194,316	\$ 197,231	\$ 266,919	\$ 270,923	\$ 288,747	\$ 293,802
Total MSF Reimbursement Balance		\$ 14,327,465	\$ 14,176,869	\$ 13,873,417	\$ 13,565,413	\$ 13,252,790	\$ 12,935,477	\$ 12,613,404	\$ 12,286,500	\$ 11,954,693	\$ 11,617,909	\$ 11,276,073	\$ 10,929,109	\$ 10,449,419	\$ 9,962,535	\$ 9,454,587	\$ 8,938,296	
State MSF Balance to Be Reimbursed		\$ 6,647,062	\$ 6,582,072	\$ 6,451,117	\$ 6,318,198	\$ 6,183,285	\$ 6,046,348	\$ 5,907,357	\$ 5,766,281	\$ 5,623,090	\$ 5,477,750	\$ 5,330,230	\$ 5,180,497	\$ 4,967,727	\$ 4,751,766	\$ 4,532,565	\$ 4,310,076	
Local MSF Balance to Be Reimbursed		\$ 7,680,403	\$ 7,594,797	\$ 7,422,300	\$ 7,247,216	\$ 7,069,505	\$ 6,889,129	\$ 6,706,047	\$ 6,520,219	\$ 6,331,604	\$ 6,140,159	\$ 5,945,843	\$ 5,748,611	\$ 5,481,692	\$ 5,210,769	\$ 4,922,022	\$ 4,628,220	
EGLE Environmental Costs		\$ 3,653,000	\$ -	\$ 38,397	\$ 77,370	\$ 78,530	\$ 79,708	\$ 80,904	\$ 82,117	\$ 83,349	\$ 84,599	\$ 85,868	\$ 87,156	\$ 88,464	\$ 122,304	\$ 124,139	\$ 129,509	\$ 131,636
State Tax Reimbursement	13.39%	\$ 1,694,767	\$ -	\$ 16,570	\$ 33,389	\$ 33,890	\$ 34,398	\$ 34,914	\$ 35,438	\$ 35,969	\$ 36,509	\$ 37,057	\$ 37,612	\$ 38,177	\$ 54,249	\$ 55,063	\$ 55,889	\$ 56,727
Local Tax Reimbursement	13.39%	\$ 1,958,233	\$ -	\$ 21,827	\$ 43,981	\$ 44,640	\$ 45,310	\$ 45,990	\$ 46,679	\$ 47,380	\$ 48,090	\$ 48,812	\$ 49,544	\$ 50,287	\$ 68,055	\$ 69,076	\$ 73,620	\$ 74,909
Total MDEQ Reimbursement Balance		\$ 3,653,000	\$ 3,614,603	\$ 3,537,234	\$ 3,458,704	\$ 3,378,996	\$ 3,298,092	\$ 3,215,975	\$ 3,132,626	\$ 3,048,027	\$ 2,962,158	\$ 2,875,002	\$ 2,786,539	\$ 2,664,235	\$ 2,540,096	\$ 2,410,587	\$ 2,278,951	
State EGLE Balance to Be Reimbursed		\$ 1,694,767	\$ 1,678,197	\$ 1,644,808	\$ 1,610,918	\$ 1,576,520	\$ 1,541,606	\$ 1,506,168	\$ 1,470,199	\$ 1,433,690	\$ 1,396,634	\$ 1,359,021	\$ 1,320,845	\$ 1,266,596	\$ 1,211,533	\$ 1,155,645	\$ 1,098,918	
Local EGLE Balance to Be Reimbursed		\$ 1,958,233	\$ 1,936,406	\$ 1,892,426	\$ 1,847,785	\$ 1,802,475	\$ 1,756,486	\$ 1,709,806	\$ 1,662,427	\$ 1,614,336	\$ 1,565,525	\$ 1,515,981	\$ 1,465,694	\$ 1,397,639	\$ 1,328,563	\$ 1,254,943	\$ 1,180,033	
MSHDA Housing Development Costs		\$ 9,301,000	\$ -	\$ 97,763	\$ 196,993	\$ 199,948	\$ 202,947	\$ 205,991	\$ 209,081	\$ 212,217	\$ 215,400	\$ 218,631	\$ 221,911	\$ 225,239	\$ 311,401	\$ 316,072	\$ 329,746	\$ 335,162
State Tax Reimbursement	34.09%	\$ 4,315,092	\$ -	\$ 42,190	\$ 85,012	\$ 86,288	\$ 87,582	\$ 88,896	\$ 90,229	\$ 91,582	\$ 92,956	\$ 94,351	\$ 95,766	\$ 97,202	\$ 138,124	\$ 140,196	\$ 142,299	\$ 144,434
Local Tax Reimbursement	34.09%	\$ 4,985,908	\$ -	\$ 55,573	\$ 111,980	\$ 113,660	\$ 115,365	\$ 117,095	\$ 118,852	\$ 120,635	\$ 122,444	\$ 124,281	\$ 126,145	\$ 128,037	\$ 173,277	\$ 175,876	\$ 187,447	\$ 190,728
Total MDEQ Reimbursement Balance		\$ 9,301,000	\$ 9,203,237	\$ 9,006,244	\$ 8,806,297	\$ 8,603,350	\$ 8,397,359	\$ 8,188,278	\$ 7,976,061	\$ 7,760,661	\$ 7,542,030	\$ 7,320,119	\$ 7,094,880	\$ 6,783,478	\$ 6,467,406	\$ 6,137,660	\$ 5,802,498	
State EGLE Balance to Be Reimbursed		\$ 4,315,092	\$ 4,272,902	\$ 4,187,889	\$ 4,101,602	\$ 4,014,020	\$ 3,925,124	\$ 3,834,895	\$ 3,743,313	\$ 3,650,357	\$ 3,556,006	\$ 3,460,240	\$ 3,363,038	\$ 3,224,913	\$ 3,084,717	\$ 2,942,418	\$ 2,797,984	
Local EGLE Balance to Be Reimbursed		\$ 4,985,908	\$ 4,930,335	\$ 4,818,355	\$ 4,704,695	\$ 4,589,330	\$ 4,472,235	\$ 4,353,383	\$ 4,232,749	\$ 4,110,305	\$ 3,986,024	\$ 3,859,879	\$ 3,731,842	\$ 3,558,565	\$ 3,382,689	\$ 3,195,242	\$ 3,004,514	
Local Only Costs	3%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Tax Reimbursement		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Local Only Reimbursement Balance		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total Annual Reimbursement		\$ -	\$ -	\$ 286,756	\$ 577,814	\$ 586,481	\$ 595,278	\$ 604,208	\$ 613,271	\$ 622,470	\$ 631,807	\$ 641,284	\$ 650,903	\$ 660,667	\$ 913,395	\$ 927,096	\$ 936,020	\$ 945,132
LOCAL BROWNFIELD REVOLVING FUND		0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
LBRF Deposits *		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
State Tax Capture		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Local Tax Capture		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	
Total LBRF Capture		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	

* Up to five years of capture for LBRF Deposits after eligible activities are reimbursed. May be taken from EGLE & Local TIR only.

Total Capture	\$ -	\$ 213,743	\$ 430,693	\$ 437,153	\$ 443,710	\$ 450,366	\$ 457,121	\$ 463,978	\$ 470,938	\$ 478,002	\$ 485,172	\$ 492,450	\$ 659,871	\$ 669,769	\$ 697,084	\$ 708,448
	\$ 0	\$ 106,342	\$ 214,280	\$ 217,494	\$ 220,756	\$ 224,068	\$ 227,429	\$ 230,840	\$ 234,303	\$ 237,817	\$ 241,385					

Footnotes:

Table 2.2 - Tax Increment Revenue Reimbursement Allocation Table
Former Michigan Maple Block Redevelopment
Emmet County Brownfield Redevelopment Authority

Plan Year	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30
Calendar Year	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054
Total State Incremental Revenue	\$ 491,434	\$ 498,805	\$ 506,287	\$ 513,881	\$ 521,590	\$ 529,414	\$ 537,355	\$ 545,415	\$ 553,596	\$ 561,900	\$ 570,329	\$ 578,884	\$ 587,567	\$ 596,380	\$ 605,326
State Brownfield Revolving Fund (50% of SET)	\$ 61,429	\$ 62,351	\$ 63,286	\$ 64,235	\$ 65,199	\$ 66,177	\$ 67,169	\$ 68,177	\$ 69,200	\$ 70,238					
State TIR Available for Reimbursement	\$ 430,004	\$ 436,454	\$ 443,001	\$ 449,646	\$ 456,391	\$ 463,237	\$ 470,185	\$ 477,238	\$ 484,397	\$ 491,663	\$ 570,329	\$ 578,884	\$ 587,567	\$ 596,380	\$ 605,326
Total Local Incremental Revenue	\$ 567,831	\$ 576,348	\$ 584,994	\$ 593,769	\$ 602,675	\$ 611,715	\$ 620,891	\$ 630,204	\$ 639,657	\$ 649,252	\$ 658,991	\$ 668,876	\$ 678,909	\$ 647,512	\$ 657,848
BRA Administrative Fee															
Local TIR Available for Reimbursement	\$ 567,831	\$ 576,348	\$ 584,994	\$ 593,769	\$ 602,675	\$ 611,715	\$ 620,891	\$ 630,204	\$ 639,657	\$ 649,252	\$ 658,991	\$ 668,876	\$ 678,909	\$ 647,512	\$ 657,848
Total State & Local TIR Available	\$ 997,835	\$ 1,012,803	\$ 1,027,995	\$ 1,043,415	\$ 1,059,066	\$ 1,074,952	\$ 1,091,076	\$ 1,107,443	\$ 1,124,054	\$ 1,140,915	\$ 1,229,320	\$ 1,247,760	\$ 1,266,476	\$ 1,243,892	\$ 1,263,174
DEVELOPER	84%	84%	84%	84%	84%	84%	84%	84%	84%	84%	84%	84%	84%	84%	84%
Developer Reimbursement	\$ 842,478	\$ 855,115	\$ 867,942	\$ 880,961	\$ 894,176	\$ 907,588	\$ 921,202	\$ 934,120	\$ 949,046	\$ 963,281	\$ 1,037,922	\$ 1,053,491	\$ 1,069,293	\$ 1,050,225	\$ 1,066,505
Developer Reimbursement Balance	\$ 13,527,391	\$ 12,672,276	\$ 11,804,334	\$ 10,923,372	\$ 10,029,197	\$ 9,121,608	\$ 8,200,406	\$ 7,266,286	\$ 6,317,241	\$ 5,353,959	\$ 4,316,037	\$ 3,262,547	\$ 2,193,254	\$ 1,143,028	\$ 76,523
CITY	16%	16%	16%	16%	16%	16%	16%	16%	16%	16%	16%	16%	16%	16%	16%
City Reimbursement	\$ 155,357	\$ 157,688	\$ 160,053	\$ 162,454	\$ 164,890	\$ 167,364	\$ 169,874	\$ 172,768	\$ 175,009	\$ 177,634	\$ 191,398	\$ 194,269	\$ 197,183	\$ 193,667	\$ 196,669
City Reimbursement Balance	\$ 2,494,518	\$ 2,336,830	\$ 2,176,778	\$ 2,014,324	\$ 1,849,434	\$ 1,682,070	\$ 1,512,196	\$ 1,339,427	\$ 1,164,418	\$ 986,785	\$ 795,387	\$ 601,118	\$ 403,935	\$ 210,268	\$ 13,599
MSF Non-Environmental Costs	\$ 524,035	\$ 531,896	\$ 539,874	\$ 547,972	\$ 556,192	\$ 564,535	\$ 573,003	\$ 581,598	\$ 590,322	\$ 599,177	\$ 645,605	\$ 655,289	\$ 665,118	\$ 653,257	\$ 663,384
State Tax Reimbursement	\$ 225,826	\$ 229,214	\$ 232,652	\$ 236,142	\$ 239,684	\$ 243,279	\$ 246,928	\$ 250,632	\$ 254,392	\$ 258,208	\$ 299,521	\$ 304,014	\$ 308,574	\$ 313,202	\$ 317,900
Local Tax Reimbursement	\$ 298,209	\$ 302,682	\$ 307,222	\$ 311,831	\$ 316,508	\$ 321,256	\$ 326,075	\$ 330,966	\$ 335,930	\$ 340,969	\$ 346,084	\$ 351,275	\$ 356,544	\$ 340,055	\$ 345,483
Total MSF Reimbursement Balance	\$ 8,414,260	\$ 7,882,364	\$ 7,342,490	\$ 6,794,518	\$ 6,238,326	\$ 5,673,791	\$ 5,100,788	\$ 4,519,190	\$ 3,928,868	\$ 3,329,691	\$ 2,684,087	\$ 2,028,798	\$ 1,363,680	\$ 710,423	\$ 47,039
State MSF Balance to Be Reimbursed	\$ 4,084,250	\$ 3,855,036	\$ 3,622,384	\$ 3,386,242	\$ 3,146,558	\$ 2,903,279	\$ 2,656,351	\$ 2,405,719	\$ 2,151,327	\$ 1,893,120	\$ 1,593,599	\$ 1,289,585	\$ 981,012	\$ 667,809	\$ 349,909
Local MSF Balance to Be Reimbursed	\$ 4,330,011	\$ 4,027,328	\$ 3,720,106	\$ 3,408,275	\$ 3,091,767	\$ 2,770,511	\$ 2,444,437	\$ 2,113,471	\$ 1,777,541	\$ 1,436,571	\$ 1,090,488	\$ 739,213	\$ 382,668	\$ 42,613	\$ (302,870)
EGLE Environmental Costs	\$ 133,611	\$ 135,615	\$ 137,649	\$ 139,714	\$ 141,809	\$ 143,937	\$ 146,096	\$ 148,287	\$ 150,511	\$ 152,769	\$ 164,606	\$ 167,076	\$ 169,582	\$ 166,558	\$ 169,140
State Tax Reimbursement	\$ 57,578	\$ 58,441	\$ 59,318	\$ 60,208	\$ 61,111	\$ 62,028	\$ 62,958	\$ 63,902	\$ 64,861	\$ 65,834	\$ 76,367	\$ 77,513	\$ 78,675	\$ 79,856	\$ 81,053
Local Tax Reimbursement	\$ 76,033	\$ 77,173	\$ 78,331	\$ 79,506	\$ 80,698	\$ 81,909	\$ 83,138	\$ 84,385	\$ 85,650	\$ 86,935	\$ 88,239	\$ 89,563	\$ 90,906	\$ 86,702	\$ 88,086
Total EGLE Reimbursement Balance	\$ 2,145,341	\$ 2,009,726	\$ 1,872,077	\$ 1,732,363	\$ 1,590,554	\$ 1,446,617	\$ 1,300,522	\$ 1,152,235	\$ 1,001,723	\$ 848,954	\$ 684,348	\$ 517,272	\$ 347,690	\$ 181,133	\$ 11,993
State EGLE Balance to Be Reimbursed	\$ 1,041,340	\$ 982,899	\$ 923,581	\$ 863,373	\$ 802,262	\$ 740,234	\$ 677,276	\$ 613,374	\$ 548,513	\$ 482,679	\$ 406,312	\$ 328,799	\$ 250,123	\$ 170,268	\$ 89,214
Local EGLE Balance to Be Reimbursed	\$ 1,104,000	\$ 1,026,827	\$ 948,496	\$ 868,990	\$ 788,292	\$ 706,383	\$ 623,245	\$ 538,861	\$ 453,210	\$ 366,275	\$ 278,036	\$ 188,473	\$ 97,567	\$ 10,865	\$ (77,221)
MSHDA Housing Development Costs	\$ 340,189	\$ 345,292	\$ 350,472	\$ 355,729	\$ 361,065	\$ 366,481	\$ 371,978	\$ 377,558	\$ 383,221	\$ 388,969	\$ 419,109	\$ 425,395	\$ 431,776	\$ 424,077	\$ 430,651
State Tax Reimbursement	\$ 146,600	\$ 148,799	\$ 151,031	\$ 153,297	\$ 155,596	\$ 157,930	\$ 160,299	\$ 162,704	\$ 165,144	\$ 167,621	\$ 194,441	\$ 197,357	\$ 200,318	\$ 203,322	\$ 206,372
Local Tax Reimbursement	\$ 193,589	\$ 196,493	\$ 199,440	\$ 202,432	\$ 205,468	\$ 208,551	\$ 211,679	\$ 214,854	\$ 218,077	\$ 221,348	\$ 224,668	\$ 228,038	\$ 231,459	\$ 220,755	\$ 224,278
Total MDEQ Reimbursement Balance	\$ 5,462,309	\$ 5,117,016	\$ 4,766,544	\$ 4,410,816	\$ 4,049,751	\$ 3,683,270	\$ 3,311,292	\$ 2,933,735	\$ 2,550,514	\$ 2,161,545	\$ 1,742,436	\$ 1,317,040	\$ 885,264	\$ 461,187	\$ 30,536
State EGLE Balance to Be Reimbursed	\$ 2,651,384	\$ 2,502,584	\$ 2,351,553	\$ 2,198,256	\$ 2,042,660	\$ 1,884,730	\$ 1,724,431	\$ 1,561,727	\$ 1,396,583	\$ 1,228,962	\$ 1,034,521	\$ 837,164	\$ 636,846	\$ 433,524	\$ 227,151
Local EGLE Balance to Be Reimbursed	\$ 2,810,925	\$ 2,614,432	\$ 2,414,991	\$ 2,212,559	\$ 2,007,091	\$ 1,798,540	\$ 1,586,862	\$ 1,372,008	\$ 1,153,931	\$ 932,583	\$ 707,915	\$ 479,877	\$ 248,418	\$ 27,663	\$ (196,615)
Local Only Costs	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Reimbursement	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Local Only Reimbursement Balance	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Annual Reimbursement	\$ 997,835	\$ 1,012,803	\$ 1,027,995	\$ 1,043,415	\$ 1,059,066	\$ 1,074,952	\$ 1,091,076	\$ 1,107,443	\$ 1,124,054	\$ 1,140,915	\$ 1,229,320	\$ 1,247,760	\$ 1,266,476	\$ 1,243,892	\$ 1,263,174
LOCAL BROWNFIELD REVOLVING FUND	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
LBRF Deposits *	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
State Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Local Tax Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total LBRF Capture	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

* Up to five years of capture for LBRF Deposits from EGLE & Local TIR only.

Total Capture \$ 719,075 \$ 729,861 \$ 740,809 \$ 751,921 \$ 763,200 \$ 774,648 \$ 786,268 \$ 798,062 \$ 810,033 \$ 822,183 \$ 810,211 \$ 822,364 \$ 834,700 \$ 819,815 \$ 832,523

Footnotes:

Maple Block Flats			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10		
Income Growth			3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Gross Possible Income	\$	3,924,292	\$3,924,292	\$4,042,020	\$4,163,281	\$4,288,179	\$4,416,825	\$4,549,330	\$4,685,810	\$4,826,384	\$4,971,175	\$5,120,311		
Effective Gross Income			3,924,292	4,042,020	4,163,281	4,288,179	4,416,825	4,549,330	4,685,810	4,826,384	4,971,175	5,120,311		
Expense Growth			3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%	3.00%		
Payroll		284,600	284,600	293,138	301,932	310,990	320,320	329,929	339,827	350,022	360,523	371,338		
Admin Expenses		188,458	188,458	194,112	199,935	205,933	212,111	218,475	225,029	231,780	238,733	245,895		
Utilities		236,085	236,085	243,167	250,462	257,976	265,715	273,687	281,898	290,354	299,065	308,037		
Building Maintenance		116,542	116,542	120,038	123,640	127,349	131,169	135,104	139,157	143,332	147,632	152,061		
Grounds Expenses		105,296	105,296	108,455	111,709	115,060	118,512	122,067	125,729	129,501	133,386	137,388		
Insurance		225,000	225,000	231,750	238,703	245,864	253,239	260,837	268,662	276,722	285,023	293,574		
Total Operating Expenses less taxes			29.5%	1,155,981	1,155,981	1,190,661	1,226,381	1,263,172	1,301,067	1,340,099	1,380,302	1,421,711	1,464,363	1,508,293
Taxes (On market Rate units, 25% of total)		675,000	675,000	\$ 695,250	\$ 716,108	\$ 737,591	\$ 759,718	\$ 782,510	\$ 805,985	\$ 830,165	\$ 855,070	\$ 880,722		
Total Operating Expenses w taxes			46.7%	1,830,981	1,830,981	1,885,911	1,942,488	2,000,763	2,060,786	2,122,609	2,186,288	2,251,876	2,319,432	2,389,015
Net Operating Income			2,093,310	2,156,110	2,220,793	2,287,417	2,356,039	2,426,720	2,499,522	2,574,508	2,651,743	2,731,295		
TIF Reimbursement	\$	487,852	\$ 487,852	\$ 495,169	\$ 502,597	\$ 510,136	\$ 517,788	\$ 525,555	\$ 533,438	\$ 541,440	\$ 549,561	\$ 557,805		
Replacement Reserves		48,000	48,000	49,440	50,923	52,451	54,024	55,645	57,315	59,034	60,805	62,629		
Net Cash Flow Before Debt Service			2,533,162	2,601,839	2,672,467	2,745,102	2,819,803	2,896,630	2,975,645	3,056,914	3,140,499	3,226,471		
Cash Flow after Senior Debt			Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7	Year 8	Year 9	Year 10		
Principal	\$	289,219	\$ 307,822	\$ 327,622	\$ 348,695	\$ 371,124	\$ 394,995	\$ 420,402	\$ 447,443	\$ 476,223	\$ 506,855			
Interest	\$	1,534,415	\$ 1,515,812	\$ 1,496,012	\$ 1,474,939	\$ 1,452,510	\$ 1,428,639	\$ 1,403,232	\$ 1,376,191	\$ 1,347,411	\$ 1,316,779			
Total Debt Service	\$	1,823,634	1,823,634	1,823,634	1,823,634	1,823,634	1,823,634	1,823,634	1,823,634	1,823,634	1,823,634	1,823,634		
Cash Flow	\$	709,528	778,205	848,833	921,468	996,169	1,072,996	1,152,012	1,233,280	1,316,865	1,402,837			
Senior Debt DSCR			1.39	1.43	1.47	1.51	1.55	1.59	1.63	1.68	1.72	1.77		
Cash Flow After MEDC Loan														
Principal	\$	86,185	\$ 87,050	\$ 87,925	\$ 88,808	\$ 89,700	\$ 90,601	\$ 91,512	\$ 92,431	\$ 93,360	\$ 94,297			
Interest	\$	29,606	\$ 28,740	\$ 27,865	\$ 26,982	\$ 26,090	\$ 25,189	\$ 24,279	\$ 23,359	\$ 22,431	\$ 21,493			
Total Debt Service	\$	115,790	115,790	115,790	115,790	115,790	115,790	115,790	115,790	115,790	115,790			
Cash Flow	\$	593,738	662,414	733,043	805,678	880,379	957,206	1,036,221	1,117,490	1,201,075	1,287,047			
Cash Flow After EGLE Loan														
Principal							\$ 93,390	\$ 94,801	\$ 96,232	\$ 97,686	\$ 99,161			
Interest							\$ 14,360	\$ 12,949	\$ 11,517	\$ 10,064	\$ 8,588			
Total Debt Service	\$	-	-	-	-	-	107,750	107,750	107,750	107,750	107,750			
Cash Flow	\$	593,738	662,414	733,043	805,678	880,379	849,456	928,472	1,009,740	1,093,325	1,179,297			
Total Debt Service														
Principal	\$	375,404	\$ 394,873	\$ 415,547	\$ 437,503	\$ 460,824	\$ 578,987	\$ 606,714	\$ 636,106	\$ 667,269	\$ 700,314			
Interest	\$	1,564,021	\$ 1,544,552	\$ 1,523,877	\$ 1,501,921	\$ 1,478,600	\$ 1,468,187	\$ 1,440,460	\$ 1,411,068	\$ 1,379,905	\$ 1,346,860			
Total Debt Service	\$	1,939,424	1,939,424	1,939,424	1,939,424	1,939,424	2,047,174	2,047,174	2,047,174	2,047,174	2,047,174			
Cash Flow After Debt Service	\$	593,738	662,414	733,043	805,678	880,379	849,456	928,472	1,009,740	1,093,325	1,179,297			
Overall DSCR			1.31	1.34	1.38	1.42	1.45	1.41	1.45	1.49	1.53	1.58		



BOARD: City Council

MEETING DATE: August 21, 2023

PREPARED: August 17, 2023

AGENDA SUBJECT: Michigan Maple Block EGLE Brownfield Grant & Loan

RECOMMENDATION: Authorize Execution of EGLE Brownfield Grant and Loan Agreement

Background The proposal for an EGLE Brownfield Grant and Loan authorized by the City Council on March 20, 2023 was well received and EGLE has set aside a \$1 million Grant and \$1 million Loan to the City to fund environmental response activities, abatement, and demolition in support of the redevelopment of the former Michigan Maple Block property. The EGLE grant and loan will provide important funding and reduce the burden on future Brownfield Tax Increment Financing capture.

Overview The Michigan Department of Environment, Great Lakes, and Energy (EGLE) provides Brownfield Grants and Loans of up to \$1 million each to local units of government and brownfield authorities for environmental response activities, asbestos abatement and demolition to support private redevelopment projects.

Great Lakes Capital has a purchase agreement for the former Michigan Maple Block property and has submitted a mixed-use project through Maple Block Flats, LLC with over 200 workforce and market-rate housing units with an estimated investment of over \$50 million.

Redevelopment of the former Michigan Maple Block property has many challenges: A large industrial building that must be abated and demolished, soil contamination that requires special soil management considerations and the potential for vapor mitigation under buildings, groundwater contamination that may require treatment for dewatering, and unstable soils that require special foundations.

On August 15, 2023 we received notice that our June 2023 application for funding for the Michigan Maple Block Project was awarded \$2.0 million in Brownfield Redevelopment Grant and Loan funds.

Action Authorize the Mayor to execute the grant and loan agreements.

sh
Enclosures



Resolution No. 23 - ____

WHEREAS, the Michigan Department of Environment, Great Lakes and Energy (EGLE) provides grants and loans to communities through its Brownfield Redevelopment Grant and Loan program to encourage reuse of brownfield properties by funding environmental response activities, lead and asbestos abatement, and demolition; and

WHEREAS, the redevelopment of the former Michigan Maple Block property at 1420 Standish Avenue in Petoskey for a mixed-use development including 200+ residential units is a partnership between the State of Michigan, the City of Petoskey, the Emmet County Brownfield Redevelopment Authority, Emmet County, and Maple Block Flats, LLC and environmental activities and lead/asbestos abatement and selective demolition are required as part of the redevelopment; and

WHEREAS, the project effectively meets the EGLE Brownfield program criteria of need for financial assistance, local financial commitment, site reuse, and economic development and job creation; and

WHEREAS, the City of Petoskey submitted a non-binding application to EGLE Brownfield Redevelopment Program for a \$1.0 million dollar Brownfield Grant and \$1.0 million dollar Brownfield Loan which was accepted on August 15, 2023:

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Petoskey, Emmet County, Michigan, authorizes the execution of a \$1.0 million dollar Brownfield Redevelopment Grant Agreement and a \$1.0 million dollar Brownfield Redevelopment Loan Agreement for the Michigan Maple Block Project and authorizes the Mayor to execute said agreements on behalf of the City.

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

I, Sarah Bek, City 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 21st day of August 2023, 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 August 2023.

Sarah Bek, City Clerk

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement other than budget line item revisions 20 percent or less of the total Agreement amount shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending

September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation for expenses must be included with the report as outlined in Appendix A.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) The Grantee must provide electronic copies of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by EGLE, per the guidelines provided by the program.

(E) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

(F) An amount equal to ten percent (10%) of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, 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 State and Grantee. The State 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 State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d above, and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XXIII. ACCESS AGREEMENTS

A voluntary access agreement or court-ordered access must be secured by the Grantee prior to performance of the scope of work described in Appendix A for any portion of the project area or property where grant activities will be undertaken and that is not owned by the Grantee. Evidence of access must be provided to the State at its request.

XXIV. GRANT ADMINISTRATION

Grant Administration costs are eligible for reimbursement in accordance with Appendix A. Grant administration costs will be limited to three percent (3%) of the total award amount.

XXV. INELIGIBLE EXPENSES

Although the following costs may be related to the scope of work described in Appendix A, the following are ineligible for reimbursement under the grant:

Office equipment; software; insurance; taxes, except sales taxes; replacement or purchase of equipment; drinking water supply replacement, defined as but is not limited to, providing bottled water, constructing a new well, and extending or constructing a water supply system; operation and maintenance of long term response and due care activities; restoration of property or infrastructure, unless included in Appendix A; fees for attorneys or legal advice except for administrative or management costs directly related to implementing the grant; grant recipient staff time for application submittal; costs for eligible activities reimbursed under the Brownfield Redevelopment Financing Act, 1996 Public Act 381, as amended (Act 381); costs incurred for activities outside a State-approved work plan; labor overtime rates; and training.

Travel costs for either vehicle use or vehicle mileage will be reimbursed, but not both. Vehicle mileage will be reimbursed at a maximum of the federal rate allowed by the Internal Revenue Service at the time the costs are incurred.

Fees, such as those incurred for state or local permits; underground storage tank registration; late fees; or other fees may be eligible at the State's discretion. Other expenses may be determined ineligible in the course of invoice reviews.

XXVI. BIDS, CONTRACTORS

(A) For contracts for work performed under this agreement that totals \$20,000 or more, the Grantee shall provide, or cause to be provided, the qualifications of the selected contractor(s) to the State. The State reserves the right to object to the selected contractor(s) or their qualifications. If the State has objections, it will inform the Grantee in writing within 30 days of receipt of the selected contractor's qualifications.

(B) For any contract for work performed under this agreement that totals \$20,000 or more, except professional services, the Grantee shall solicit, or cause to be solicited, bids from at least three qualified contractors. The way in which bids or requests for quotes (RFQs) are solicited must be done in a manner acceptable to the Grantee. The Grantee shall provide the State copies of the bid specifications, proof of bid solicitation to at least three qualified contractors, copies of all bids received, a bid tabulation, and a written contractor recommendation. If the contractor that submitted the lowest bid is not the contractor selected, the Grantee must submit written justification for the selection.

(C) Any contractor(s) retained for corrective action on regulated underground storage tanks shall be a qualified underground storage tank consultant that meets the requirements of Section 21325 of Part 213, Leaking Underground Storage Tanks of the NREPA.

(D) Any contractor(s) and professionals retained with state funds must possess appropriate qualifications, experience, licensing, and insurance for the work including but not limited to, surveying; engineering; asbestos, lead, mold, and hazardous material abatement; and transport, storage, and disposal of hazardous and non-hazardous waste.

(E) All subsurface work on contaminated properties including penetrating or disturbing the existing surfaces, work with subsurface infrastructure, monitoring wells or sewers, handling of existing soil, sediments or groundwater, or any other site activity with the reasonable potential for exposure must be conducted by personnel currently certified under HAZWOPER, MIOSHA-STD-1216 and 29 CFR 1910.120.

(F) Contractor markup on subcontractors and equipment is limited to a maximum of ten percent (10%) of the original cost, and subject to approval by the State.

XXVII. WORK PLANS AND PROJECT IMPLEMENTATION

(A) Prior to conducting any activities under the Agreement, the Grantee or its contractor shall submit a detailed work plan to the State for its approval. Work plans must include a description of the proposed activities, a budget, and a schedule for conducting the activities under Appendix A. A supplementary work plan, budget, and schedule are required for each subsequent phase of work. The Grantee and its contractor shall not proceed with grant-funded activities until the State approves the work plan, budget, and schedule in writing. The State may approve, modify and approve, or require amendments to the work plan.

(B) The Grantee or its contractor shall implement the work plan upon the State's written approval and according to the schedules contained therein. Changes or additions to the work plan may be submitted in writing and are subject to approval by the State. Changes to work plans without prior approval from the State, or performance of activities that are not part of an approved work plan or an amendment to a work plan, may result in the Grantee being responsible for payment of unapproved activities.

XXVIII. ECONOMIC DEVELOPMENT

(A) The Grant Recipient acknowledges by its signature of this Agreement that there have been no material changes in the economic development proposal, property ownership, or other conditions of the property or project since the date the grant funds were awarded.

(B) In the event the proposed development changes or is not implemented, the Grantee shall immediately notify the State in writing and shall try to secure a new development project for the property. The Grantee shall then notify the State in writing of the proposed development. The alternate development project is also subject to approval by the State.

XXIX. OTHER TERMS AND CONDITIONS

(A) The State may withhold the grant until the State determines that the Grantee is able to proceed with the project scope described in Appendix A, pursuant to Part 196, Section 19612(3), of the NREPA.

(B) Following completion of the project, the State may conduct compliance inspections to determine whether the project is being maintained for the use specified in this Agreement.

(C) The Grantee acknowledges, by signature of this Agreement, that the State is not obligated to

provide additional funding beyond the Agreement amount should additional environmental costs be necessary to complete the project.

(D) If necessary to allow for completion of the project, the Grantee and State may mutually agree to extend the term of the Agreement. Agreement extensions should be requested by the Grantee or the State in writing, prior to the Agreement end date. This Agreement may only be extended by a signed agreement between both parties.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

APPENDIX A

APPENDIX A

for **BROWNFIELD REDEVELOPMENT GRANT / LOAN AGREEMENT**

Project Details			
Project Name and Address	Michigan Maple Block 1420 Standish Petoskey, MI 49770	Grantee / Borrower	City of Petoskey
Tracking Code	2023-2536	Location Code	6K23
Capital Investment	\$50,000,000	Jobs Created	10 full-time equivalent
Total Grant Funding	\$1,000,000	Total Loan Funding	\$1,000,000

PROJECT DESCRIPTION:

The grant and loan will be used to facilitate the redevelopment of a former wood block manufacturing facility near downtown Petoskey. The development will consist of a 200+ workforce and market-rate unit development. This mixed-use complex consists of eight residential buildings, one commercial building, a dog park, swimming pool, and river access to the Bear River with an extension of the non-motorized path called the Greenway link.

The property includes a former wood block manufacturing plant, believed to be the source of soil and groundwater contamination which pose a vapor intrusion risk to the future buildings. Grant and loan funding will be used to address contaminated soil and groundwater encountered during construction and install vapor mitigation systems in the new buildings.

ANTICIPATED SCOPE OF WORK / BUDGET: The scope of work will take place within the project boundaries identified in Figure 1 and includes the following activities to facilitate the safe reuse of the property:

1. Due care including, but not limited to, health and safety plans, preparation of Documentation of Due Care Compliance and/or Response Activity Plans, additional due care investigation, management of contaminated soil, soil excavation, transport and disposal, dewatering and disposal of contaminated groundwater, design, installation and commissioning of a vapor mitigation system(s), and specialized foundations.
2. To request closeout of the grant/loan, the Grantee must provide a comprehensive grant/loan closeout report in the format provided by EGLE. The report will include a summary of each activity completed under the grant/loan, relevant documentation, and any outstanding deliverables.
3. During the time of the grant funded activities, the Grantee is required to install a full color, 48" by 96" grommeted vinyl sign, or equivalent, on the property displaying the Department of Environment, Great Lakes, and Energy (EGLE) logo. An image file with the sign design will be provided to the Grantee by the brownfield coordinator.

4. Grant/loan administration including, but not limited to grant management, tracking, and reporting activities by Grantee.
5. Contingency for unanticipated conditions that may be encountered during the performance of eligible activities. Contingency will not be utilized without authorization from EGLE.

PROJECT BUDGET		
Task	Grant	Loan
1. Due Care	\$800,000	\$850,000
2. EGLE Grant/Loan Closeout Report	\$5,000	\$0
3. EGLE Sign	\$500	\$0
4. Grant/Loan Administration (up to 3 percent of grant or loan amount)	\$44,500	\$0
5. Contingency (up to 15 percent of grant or loan amount)	\$150,000	\$150,000
Total	\$1,000,000	\$1,000,000

In addition to the broad budget items above, the grant and/or loan may be used for work plan and budget development, bid solicitation, technical specifications, oversight, project management, reporting and other task related activities approved by the EGLE brownfield coordinator. All grant- or loan-eligible work, including tasks not listed above, must be approved in advance. Work completed without an approved work plan may not be eligible for grant or loan reimbursement.

The grant and loan administration and EGLE sign budgets are approved upon signature of this agreement. Prior to the start of any other grant- or loan-eligible work, a work plan must be submitted to EGLE for review and approval.

A pre-approved budget amount for work plan development is provided that includes up to \$1,000 per work plan for site assessment work and up to \$2,500 per work plan for all other activities. If development of a work plan is expected to cost more than the pre-approved budgets, the anticipated cost to develop the work plan must be approved by the brownfield coordinator in advance, or the excess cost will not be eligible for reimbursement. Work plan development will be paid for under the appropriate budget items listed above.

Progress reports must be submitted quarterly even if no expenses were incurred during the quarter. Progress reports must include invoices for expenses incurred during the quarter.

Project deliverables for activities paid for by the grant and loan must be provided to EGLE throughout the course of the grant and loan. Deliverables may include, but are not limited to, bid documentation as required by the agreement, invoices and appropriate backup documentation for reimbursement, technical reports, and summaries of activities completed under the grant and loan (including dates, quantities, transport and/or disposal documentation, monitoring summaries, photos, logs, figures/as built drawings/site plans, data/analytical results, or other relevant documentation.) A copy of EGLE’s Brownfield Grant and Loan Deliverable Guidance will be provided during the Kick-Off Meeting or can be requested at any time.

Ten percent of the grant award or amount spent will be retained by EGLE until the project is complete, including receipt of all deliverables, closeout reporting, and documentation that the vapor mitigation system is fully commissioned and operating as designed.

SCHEDULE: The grant and loan administration will be conducted during the entire length of the agreement. Work under the contingency task will be completed as necessary. Following the start of the agreement, the remaining tasks are anticipated to be conducted in the timeframes described below.

Task #	Task	Schedule (Months following signed agreement)
1	Due Care Investigation	(Months 1-2)
1	Soil & Groundwater Management, Vapor Mitigation Design and Installation, Installation of Specialized Foundations	(Months 4-24)
1	Vapor Mitigation Performance Testing	(Months 24-36)
2	EGLE Grant/Loan Closeout Report	(Month 35-36)

A more detailed schedule for above tasks shall be provided by the Grantee within the project work plans.

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Borrower and may be modified only by written agreement between the State and the Borrower.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Borrower commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Borrower for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Borrower prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement [other than budget line item revisions 20 percent or less of the Agreement amount] shall be requested by the Borrower or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. BORROWER DELIVERABLES AND REPORTING REQUIREMENTS

The Borrower shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Borrower must complete and submit quarterly progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Borrower. If the Borrower is unable to submit a report in early

October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation for expenses must be included with the report as outlined in Appendix A.

(B) The Borrower shall provide a final project report in a format prescribed by the State. The Borrower shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) The Borrower must provide electronic copies of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by the State, per the guidelines provided by the program.

V. BORROWER RESPONSIBILITIES

(A) The Borrower agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this loan.

(B) All local, state, and federal permits, if required, are the responsibility of the Borrower. Award of this loan is not a guarantee of permit approval by the State.

(C) The Borrower shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Borrower's receipt or execution of this loan.

(D) The Borrower is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State by the Borrower under this Agreement. The Borrower shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Borrower of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Borrower acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Borrower, its agents, and/or employees to criminal and civil prosecution and/or termination of the loan.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Borrower may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this loan whether or not the material is copyrighted by the Borrower or another person. The Borrower will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Borrower shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Borrower and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Borrower is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Borrower to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Loan. All subcontractors used by the Borrower in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Borrower shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Borrower agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Borrower shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Borrower, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Borrower under this Agreement, if the liability is caused by the Borrower, or any employee or agent of the Borrower acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Borrower, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Borrower's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with state funds, then the Borrower shall not use any of the loan funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Borrower shall not use any of the loan funds awarded in this Agreement for the purpose of litigation against the State. Further, the Borrower shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Borrower certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Borrower will be required to maintain all pertinent records and evidence pertaining to this Agreement, including loan and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Borrower will provide proper facilities for such access and inspection. All records must be maintained for a minimum of 10 years after the final payment has been issued to the Borrower by the State.

XVI. INSURANCE

(A) The Borrower must maintain insurance or self-insurance that will protect it from claims that may arise from the Borrower's actions under this Agreement or from the actions of others for whom the Borrower may be held liable.

(B) The Borrower must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Borrower guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Borrower agrees to delete from Borrower's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Borrower a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Borrower.

(B) Expenses incurred by the Borrower prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.

(C) Loan payments, or draws, are based on work plans and budgets submitted to and approved by the State. The entire loan amount will not be disbursed at one time unless a single work plan for the full Loan amount is approved. After the work plan and budget are approved, the Borrower will receive payment for the amount of the approved budget only.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Borrower may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

(F) All draws must be completed prior to the agreement expiration date.

1. If the project has not been completed prior to the agreement expiration date, the Borrower may request in writing an extension of time to complete the project in accordance with Section III of this Agreement. Request for an extension of time must be received by the State's Project Administrator 30 days prior to the Project End Date.
2. If the entire amount of the approved loan is not drawn prior to the agreement expiration date and the project work is completed, a new amortization schedule will be prepared reflecting the total amount drawn.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Borrower has satisfactorily completed the activities and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Borrower releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Borrower.

(C) The Borrower shall immediately refund to the State any payments in excess of the costs allowed by this Agreement including funds disbursed for activities deemed to be ineligible upon invoice review and unspent interest earned on loan funds disbursed.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Borrower, or upon mutual agreement by the State and Borrower. The State may honor requests for just and equitable compensation to the Borrower 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 State and the State will no longer be liable to pay the borrower for any further charges to the loan.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Borrower:

- a. If the Borrower fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Borrower knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.
- c. If the State finds that the Borrower, or any of the Borrower's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Borrower or any subcontractor, manufacturer, or supplier of the Borrower appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d above, and the Borrower will immediately cease charging to the loan and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Borrower, or any agent of the Borrower, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Borrower's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a loan is terminated, the State reserves the right to require the Borrower to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement the Borrower is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XXIII. ACCESS AGREEMENT

A voluntary access agreement or court-ordered access must be secured by the Borrower prior to performance of the scope of work described in Appendix A for any portion of the project area or

property where loan activities will be undertaken and that is not owned by the Borrower. Evidence of access must be provided to the State at its request.

XXIV. BIDS, CONTRACTORS

(A) For contracts for work performed under this agreement that totals \$20,000 or more, the Borrower shall provide, or cause to be provided, the qualifications of the selected contractor(s) to the State. The State reserves the right to object to the selected contractor(s) or their qualifications. If the State has objections, it will inform the Borrower in writing within thirty (30) days of receipt of the selected contractor's qualifications.

(B) For any contract for work performed under this agreement that totals \$20,000 or more, except professional services, the Borrower shall solicit, or cause to be solicited, bids from at least three qualified contractors. The way in which bids or requests for quotes (RFQs) are solicited must be done in a manner acceptable to the Borrower. The Borrower shall provide the State copies of the bid specifications, proof of bid solicitation to at least three qualified contractors, copies of all bids received, a bid tabulation, and a written contractor recommendation. If the contractor that submitted the lowest bid is not the contractor selected, the Borrower must submit written justification for the selection.

(C) Any contractor(s) retained for corrective action on regulated underground storage tanks shall be a qualified underground storage tank consultant that meets the requirements of Section 21325 of Part 213, Leaking Underground Storage Tanks of the NREPA.

(D) Any contractor(s) and professionals retained with state funds must possess appropriate qualifications, experience, licensing, and insurance for the work including but not limited to, surveying; engineering; for asbestos, lead, mold, and hazardous material abatement; and transport, storage, and disposal of hazardous and non-hazardous waste.

(E) All subsurface work on contaminated properties including penetrating or disturbing the existing surfaces, work with subsurface infrastructure, monitoring wells or sewers, handling of existing soil, sediments or groundwater, or any other site activity with the reasonable potential for exposure must be conducted by personnel currently certified under HAZWOPER, MIOSHA-STD-1216 and 29 CFR 1910.120.

(F) Contractor markup on subcontractors and equipment is limited to a maximum of ten percent (10%) of the original cost, and subject to approval by the State.

XXV. WORK PLANS AND PROJECT IMPLEMENTATION

(A) Prior to conducting any activities except property acquisition under the Agreement, the Borrower or its contractor shall submit a detailed work plan to the State for its approval. Work plans must include a description of the proposed activities, a budget and draw request, and a schedule for conducting the activities under Appendix A. A supplementary work plan, budget and draw request, and schedule are required for each subsequent phase of work. The Borrower and its contractor shall not proceed with loan-funded activities until the State approves the work plan, budget, and schedule in writing. The State may approve, modify and approve, or require amendments to the work plan.

(B) The Borrower or its contractor shall implement the work plan upon the State's written approval and according to the schedules contained therein. Changes or additions to the work plan may be submitted in writing and are subject to approval by the State. Changes to work plans without prior approval from the State, or performance of activities that are not part of an approved work plan or an amendment to a work plan, are considered ineligible expenses and may result in the Borrower being responsible for payment of unapproved activities.

XXVI. INELIGIBLE EXPENSES

Although the following costs may be related to the scope of work described in Appendix A, the following are ineligible for reimbursement under the loan:

Office equipment; software; insurance; taxes, except sales taxes; replacement or purchase of equipment; drinking water supply replacement, defined as but is not limited to, providing bottled water, constructing a new well, and extending or constructing a water supply system; operation and maintenance of long term response and due care activities; restoration of property or infrastructure, unless included in Appendix A; fees for attorneys or legal advice except for administrative or management costs directly related to implementing the loan; loan recipient staff time for application submittal; costs for eligible activities reimbursed under the Brownfield Redevelopment Financing Act, 1996 Public Act 381, as amended (Act 381); costs incurred for activities outside a State-approved work plan; labor overtime rates; and training.

Travel costs for either vehicle use or vehicle mileage will be reimbursed, but not both. Vehicle mileage will be reimbursed at a maximum of the federal rate allowed by the Internal Revenue Service at the time the costs are incurred.

Fees, such as those incurred for state or local permits; underground storage tank registration; late fees; or other fees may be eligible at the State's discretion. Other expenses may be determined ineligible in the course of invoice reviews.

XXVII. OTHER TERMS AND CONDITIONS

(A) Loan Administration costs are eligible for reimbursement in accordance with Appendix A. Loan administration costs will be limited to three percent (3%) of the total award amount.

(B) The State may withhold the loan until the State determines that the Borrower is able to proceed with the project scope described in Appendix A, pursuant to Part 196, Section 19612(3), of the NREPA.

(C) Following completion of the project, the State may conduct compliance inspections to determine whether the project is being maintained for the use specified in this Agreement.

(D) The Borrower acknowledges, by signature of this Agreement, that the State is not obligated to provide additional funding beyond the Agreement amount should additional environmental costs be necessary to complete the project.

(E) The Loan Recipient acknowledges by its signature of this Agreement that there have been no material changes in the economic development proposal, property ownership, or other conditions of

the property or project since the date the loan funds were awarded. If the proposed development changes, the Borrower shall immediately notify the State in writing.

(F) If necessary to allow for completion of the project, the Borrower and State may mutually agree to extend the term of the Agreement. Agreement extensions should be requested by the Borrower or the State in writing, prior to the Agreement end date. This Agreement may only be extended by a signed agreement between both parties.

XXVIII. SUCCESSOR PARTIES

At any time, the Borrower may substitute any affiliate or successor in interest after a merger or consolidation or other legal act that transfers fiduciary responsibility of the Borrower through receivership, etc. for this Agreement and all other documents related to the Loan. Similarly, any statutory successor or successor agency named in an Executive Order of the Governor may be substituted for the Department of Environment, Great Lakes, and Energy in this Agreement and all other documents related to the Loan. Each party shall notify the other in writing of a substitution under this section.

XXIX. LOAN TERMS

(A) The Borrower understands that regardless of any financial assurance agreement between the Borrower and the developer, the final line of security on all loans is state payments including state revenue sharing.

(B) Borrowers shall submit with the Loan application, a resolution that provides a formal commitment to take on and repay the loan. The resolution is attached to this Agreement as Appendix C.

(C) Loan repayments are made in equal annual installments of principal and interest beginning not later than five (5) years after the date of the first draw of the loan and concluding not later than 15 years after the first draw of the loan. Appendix B contains the Amortization Schedule for this Loan. There is no penalty for early repayment of the loan. If the loan is repaid in full prior to the Interest Start Date, no interest shall be charged on the loan principal.

(D) The interest rate established when the loan is executed will remain in effect throughout the term of the loan.

(E) Interest on approved loans is fixed and is calculated under simple interest terms, based on a 360-day year. Interest is charged on the remaining principal beginning five years from the Loan Execution Date. See the attached Amortization Schedule in Appendix B of this Agreement.

(F) Borrowers should deposit funds disbursed under a Brownfield Redevelopment Loan into a segregated account where the funds will not be commingled with other funds. Funds disbursed under a Brownfield Redevelopment Loan may be used solely for payment of expenses incurred under approved work plans.

(G) Any interest earned by the Borrower on loan funds disbursed for an approved work plan, shall be reported in each quarterly progress report with supporting documentation. The interest earned is

treated the same as the loan funds, and must be used for approved project costs. If interest earned is used for eligible project expenses, the borrower must provide copies of invoices and payment evidence for the interest as well as for the loan funds used.

XXX. REPAYMENTS/DELINQUENCY/DEFAULTS

(A) A Borrower may pay off a portion or the entire amount of the loan within the first five (5) years without interest or penalty. Any partial payments made during the first five (5) years of the term of the Loan will reduce the principal amount of the Loan subject to interest beginning in year six (6). If partial repayments are made during the first five (5) years, a new Amortization Schedule will be provided by the State to the Borrower reflecting those transactions and the new balance. No prepayment shall relieve the Borrower's obligation to make subsequent scheduled annual payments when due.

(B) The Borrower shall remit annual payments in accordance with the annual payment notice letter provided by the State.

(C) Annual payments unpaid 30 days after the annual due date can be considered delinquent.

(D) A loan can be considered in default when the annual payment remains unpaid 90 days after the annual due date.

(E) Upon default, the Department of Treasury can withhold from the Borrower state payments in amounts consistent with the repayment schedule of the Loan Agreement until the Loan is repaid.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

APPENDIX A

APPENDIX A

for **BROWNFIELD REDEVELOPMENT GRANT / LOAN AGREEMENT**

Project Details			
Project Name and Address	Michigan Maple Block 1420 Standish Petoskey, MI 49770	Grantee / Borrower	City of Petoskey
Tracking Code	2023-2536	Location Code	6K23
Capital Investment	\$50,000,000	Jobs Created	10 full-time equivalent
Total Grant Funding	\$1,000,000	Total Loan Funding	\$1,000,000

PROJECT DESCRIPTION:

The grant and loan will be used to facilitate the redevelopment of a former wood block manufacturing facility near downtown Petoskey. The development will consist of a 200+ workforce and market-rate unit development. This mixed-use complex consists of eight residential buildings, one commercial building, a dog park, swimming pool, and river access to the Bear River with an extension of the non-motorized path called the Greenway link.

The property includes a former wood block manufacturing plant, believed to be the source of soil and groundwater contamination which pose a vapor intrusion risk to the future buildings. Grant and loan funding will be used to address contaminated soil and groundwater encountered during construction and install vapor mitigation systems in the new buildings.

ANTICIPATED SCOPE OF WORK / BUDGET: The scope of work will take place within the project boundaries identified in Figure 1 and includes the following activities to facilitate the safe reuse of the property:

1. Due care including, but not limited to, health and safety plans, preparation of Documentation of Due Care Compliance and/or Response Activity Plans, additional due care investigation, management of contaminated soil, soil excavation, transport and disposal, dewatering and disposal of contaminated groundwater, design, installation and commissioning of a vapor mitigation system(s), and specialized foundations.
2. To request closeout of the grant/loan, the Grantee must provide a comprehensive grant/loan closeout report in the format provided by EGLE. The report will include a summary of each activity completed under the grant/loan, relevant documentation, and any outstanding deliverables.
3. During the time of the grant funded activities, the Grantee is required to install a full color, 48" by 96" grommeted vinyl sign, or equivalent, on the property displaying the Department of Environment, Great Lakes, and Energy (EGLE) logo. An image file with the sign design will be provided to the Grantee by the brownfield coordinator.

4. Grant/loan administration including, but not limited to grant management, tracking, and reporting activities by Grantee.
5. Contingency for unanticipated conditions that may be encountered during the performance of eligible activities. Contingency will not be utilized without authorization from EGLE.

PROJECT BUDGET		
Task	Grant	Loan
1. Due Care	\$800,000	\$850,000
2. EGLE Grant/Loan Closeout Report	\$5,000	\$0
3. EGLE Sign	\$500	\$0
4. Grant/Loan Administration (up to 3 percent of grant or loan amount)	\$44,500	\$0
5. Contingency (up to 15 percent of grant or loan amount)	\$150,000	\$150,000
Total	\$1,000,000	\$1,000,000

In addition to the broad budget items above, the grant and/or loan may be used for work plan and budget development, bid solicitation, technical specifications, oversight, project management, reporting and other task related activities approved by the EGLE brownfield coordinator. All grant- or loan-eligible work, including tasks not listed above, must be approved in advance. Work completed without an approved work plan may not be eligible for grant or loan reimbursement.

The grant and loan administration and EGLE sign budgets are approved upon signature of this agreement. Prior to the start of any other grant- or loan-eligible work, a work plan must be submitted to EGLE for review and approval.

A pre-approved budget amount for work plan development is provided that includes up to \$1,000 per work plan for site assessment work and up to \$2,500 per work plan for all other activities. If development of a work plan is expected to cost more than the pre-approved budgets, the anticipated cost to develop the work plan must be approved by the brownfield coordinator in advance, or the excess cost will not be eligible for reimbursement. Work plan development will be paid for under the appropriate budget items listed above.

Progress reports must be submitted quarterly even if no expenses were incurred during the quarter. Progress reports must include invoices for expenses incurred during the quarter.

Project deliverables for activities paid for by the grant and loan must be provided to EGLE throughout the course of the grant and loan. Deliverables may include, but are not limited to, bid documentation as required by the agreement, invoices and appropriate backup documentation for reimbursement, technical reports, and summaries of activities completed under the grant and loan (including dates, quantities, transport and/or disposal documentation, monitoring summaries, photos, logs, figures/as built drawings/site plans, data/analytical results, or other relevant documentation.) A copy of EGLE’s Brownfield Grant and Loan Deliverable Guidance will be provided during the Kick-Off Meeting or can be requested at any time.

Ten percent of the grant award or amount spent will be retained by EGLE until the project is complete, including receipt of all deliverables, closeout reporting, and documentation that the vapor mitigation system is fully commissioned and operating as designed.

SCHEDULE: The grant and loan administration will be conducted during the entire length of the agreement. Work under the contingency task will be completed as necessary. Following the start of the agreement, the remaining tasks are anticipated to be conducted in the timeframes described below.

Task #	Task	Schedule (Months following signed agreement)
1	Due Care Investigation	(Months 1-2)
1	Soil & Groundwater Management, Vapor Mitigation Design and Installation, Installation of Specialized Foundations	(Months 4-24)
1	Vapor Mitigation Performance Testing	(Months 24-36)
2	EGLE Grant/Loan Closeout Report	(Month 35-36)

A more detailed schedule for above tasks shall be provided by the Grantee within the project work plans.

**APPENDIX B
AMORTIZATION SCHEDULE**

APPENDIX C
LOCAL UNIT OF GOVERNMENT RESOLUTION



GRETCHEN WHITMER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF
ENVIRONMENT, GREAT LAKES, AND ENERGY
LANSING



PHILLIP D. ROOS
DIRECTOR

August 15, 2023

VIA EMAIL

The Honorable John Murphy
Mayor of Petoskey
101 East Lake Street
Petoskey, Michigan 49770

Dear Mayor Murphy:

I am pleased to inform you that the Michigan Department of Environment, Great Lakes, and Energy (EGLE) has completed its review of your June 2023 application for funding under the Brownfield Redevelopment Program. Your application for the Michigan Maple Block Project was awarded \$2,000,000 in Brownfield Redevelopment Grant and Loan funds. The funding was approved by Chief Deputy Director Aaron B. Keatley on August 14, 2023. This award has also been approved by the State Administrative Board.

Your brownfield coordinator, Julie Lowe, will assist in forwarding the grant and loan agreements for your signature. These agreements describe the terms and conditions for the expenditure of funds. Julie will work with you to initiate the project once the agreements are signed by you and EGLE.

If you have questions regarding your award, please contact Ryan Londrigan, Supervisor, Brownfield Redevelopment Unit, Remediation and Redevelopment Division, at 989-891-6072; LondriganR@Michigan.gov; or EGLE, P.O. Box 30426, Lansing, Michigan 48909-7926.

Sincerely,

Mike Neller, Director
Remediation and Redevelopment Division
517-512-5859

cc: Senator John Damoose
Representative Neil Friske
Phillip D. Roos, Director, EGLE
Aaron B. Keatley, Chief Deputy Director, EGLE
Travis Boeskool, Deputy Director, EGLE
Hugh C. McDiarmid Jr., Communications Manager, EGLE
Carrie Geyer, EGLE
Ryan Londrigan, EGLE
Julie Lowe, EGLE
File #2023-2536

The Michigan Department of Environment, Great Lakes, and Energy (EGLE) offers grants and loans for projects that promote the reuse of contaminated properties and provide economic benefit to the community. These grants and loans can help to:

- Revitalize abandoned properties and return them to the tax rolls.
- Attract developers to brownfield properties.
- Avoid sprawl by reusing properties with existing infrastructure.

ELIGIBLE ACTIVITIES

EGLE Brownfield Grants and Loans can be used to address environmental costs associated with the contaminated property being redeveloped, including:

- Environmental investigations and Baseline Environmental Assessments
- Due care planning and implementation
- Underground storage tank removal
- Response activities
- Demolition, lead, mold, and asbestos abatement, when certain criteria are met

GRANT REQUIREMENTS AND FUNDING

- Grants are available to address environmental activities at contaminated properties with a specific redevelopment. The economic benefit of the project must exceed the grant amount.
- The maximum award amount is \$1 million. Recipients are limited to one grant per year.

LOAN REQUIREMENTS AND FUNDING

- Loans may be used to address environmental activities at properties with known or suspected contamination and that have economic development potential.
- The maximum award amount is \$1 million. Communities are limited to one loan per year.



LOAN TERMS

- 1.5 percent interest rate
- 15-year payback, beginning with a 5-year interest-free, payment-free grace period
- Loans may be repaid through a BRA using tax increment financing

LIABILITY

Grants and loans cannot benefit a party responsible for an activity causing contamination at the property.

WHO CAN APPLY?

Local units of government, including brownfield redevelopment authorities (BRAs), economic development corporations, or other public bodies created pursuant to state law. Applications are accepted year-round.

HOW TO APPLY

EGLE Brownfield Redevelopment staff collaborate with communities to determine eligibility and the optimal mix of project funding prior to application. Please contact an EGLE Grant Coordinator to discuss your project.

CONTACT US

Jeff Hukill, Brownfield Coordinator
HukillJ@Michigan.gov | 517-242-9276
Michigan.gov/EGLEBrownfields
#MiBrownfields



EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations.

To request this material in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.



BOARD: City Council

MEETING DATE: August 21, 2023

PREPARED: August 17, 2023

AGENDA SUBJECT: Michigan Maple Block Brownfield Grant and Loan Implementation Agreement

RECOMMENDATION: Authorize Execution of Brownfield Grant and Loan Implementation Agreement

Background The Michigan Department of Environment, Great Lakes, and Energy (EGLE) has awarded a \$1,000,000 Brownfield Redevelopment Loan for the Michigan Maple Block Project. The Brownfield Loan is between the City of Petoskey and State of Michigan. The Brownfield Loan is for a 15 year term and includes the first 5 years interest free, payment free grace period. The loan would be repaid through Brownfield Redevelopment Authority Tax Increment Financing.

Overview The City has worked collaboratively with our consultant, Susan Wenzlick, of Fishbeck, and Mac McClelland of Mac Consulting Service, LLC, to compile and review the attached Implementation Agreement. The Implementation Agreement functions to describe the terms and conditions for the use of the EGLE Brownfield Grant and Loan for the development.

Action Discuss and approve the Implementation Agreement for the EGLE Grant and Loan for the Michigan Maple Block Project and authorize the Mayor and City Manager to execute the document on behalf of the City.

sh
Enclosures



Resolution No. 23 - ____

WHEREAS, the Michigan Department of Environment, Great Lakes and Energy (EGLE) provides grants and loans to communities through its Brownfield Redevelopment Grant and Loan program to encourage reuse of brownfield properties by funding environmental response activities, lead and asbestos abatement, and demolition; and

WHEREAS, the redevelopment of the former Michigan Maple Block property at 1420 Standish Avenue in Petoskey for a mixed-use development including 200+ residential units is a partnership between the State of Michigan, the City of Petoskey, the Emmet County Brownfield Redevelopment Authority, Emmet County, and Great Lakes Capital and environmental activities and lead/asbestos abatement and selective demolition are required as part of the redevelopment; and

WHEREAS, the project effectively meets the EGLE Brownfield program criteria of need for financial assistance, local financial commitment, site reuse, and economic development and job creation; and

WHEREAS, the proposed development is consistent with local development plans and City of Petoskey master plan and zoning ordinance with the approval of a Planned Unit Development (PUD); and

WHEREAS, a portion of the EGLE financial support may include a Brownfield Loan and, if so, EGLE requires that the City of Petoskey accepts and commits to repay the loan, based on the terms and conditions of the loan agreement and provide financial assurance; and

WHEREAS, the obligation to repay the Brownfield Loan will be transferred to Great Lakes Capital, and guaranteed by an irrevocable letter of credit through the EGLE Brownfield Grant and Loan Implementation Agreement:

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Petoskey, Emmet County, Michigan, resolves as follows:

1. The City of Petoskey accepts and commits to repay the Brownfield Loan up to \$1,000,000, based on the terms and conditions of the Loan Agreement, with revenues for loan repayment derived from the capture of increased incremental revenues generated by additional private investment through the approval of a Brownfield Plan and Act 381 Work Plan or if adequate Brownfield tax increment revenues are not available, first through contractual obligation of Great lakes Capital, second through an irrevocable letter of credit.

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

I, Sarah Bek, 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 21st day of August 2023, 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 August 2023.

Sarah Bek, City Clerk

CITY OF PETOSKEY

EGLE BROWNFIELD GRANT AND LOAN IMPLEMENTATION AGREEMENT

This EGLE Brownfield Grant and Loan Implementation Agreement (the “**Agreement**”) is made on _____ between **GREAT LAKES CAPITAL** (the “**Developer**”) and the **CITY OF PETOSKEY** (the “**City**”), a Michigan municipal corporation.

PREMISES

- A. The Developer is engaged in the redevelopment of 1420 Standish Avenue in Petoskey, Michigan for a mixed use commercial and residential building (the “**Development**”), described on attached Exhibit A.
- B. The City has received a \$1,000,000 Michigan Department of Environment, Great Lakes and Energy (EGLE) Brownfield Grant (the “**EGLE Grant**”) and up to a \$1,000,000 loan (the “**EGLE Loan**”) to fund environmental response activities, lead and asbestos abatement, and demolition for the Development, in accordance with the EGLE Brownfield Grant and Loan Agreements (attached as Exhibit B).
- C. The purpose of this Agreement is to describe the terms and conditions for the use of the EGLE Brownfield Grant and Loan for the Development.

In consideration of the premises and the mutual covenants contained in this Agreement, the Developer and the City hereby enter into this Agreement and covenant and agree as follows:

ARTICLE 1.

DEFINITIONS

Section 1.1 Definitions. The following capitalized terms used in this Agreement shall have the following meanings, except to the extent the context in which they are used requires otherwise:

- a) “Act 381” means the Brownfield Redevelopment Financing Act, 1996 PA 381, as amended.
- b) “Administrative Costs” means those costs provided for in the EGLE Brownfield Grant and Loan Agreements, attached as Exhibit B, to review work plans, reports and other documents prepared by the Developer or their Environmental Consultant, review invoices, write project status reports, and coordinate project activities and communications, not to exceed 3% of the total grant amount, as described in Exhibit B.
- c) “Agreement” means this Implementation Agreement entered into between the City and the Developer.

d) “Brownfield Tax Increment Revenues” or “TIR” means taxes approved by the Emmet County Brownfield Redevelopment Authority for capture and reimbursement of eligible activities for the Development under a Brownfield Plan or amended Brownfield Plan.

e) “Contractor” means any general or environmental contractor or subcontractor with whom the Developer contracts to complete work at the Eligible Property and/or Site.

f) “City” means the City of Petoskey.

g) “City Project Manager” means the person designated by the City with responsibility for implementation of the Grant and Loan Agreements.

h) “Developer” means Maple Block Flats, LLC.

i) “Development” means the site work, building construction, utilities, and equipment relating to the Eligible Property as described on attached Exhibit A.

j) “EGLE Grant Coordinator” means the EGLE staff person assigned to manage the terms and conditions of the Grant and Loan Agreements.

k) “Environmental Consultant” means any environmental consulting firm retained or hired by the Developer to fulfill all or part its obligations under this Agreement, including the Grant and Loan Eligible Activities set forth in the Grant and Loan Agreement and Brownfield Eligible Activities as set for the in the Brownfield Plan and the Act 381 Work Plan, as amended and supplemented.

l) “Event of Default” means the failure of performance or breach by a party to carry out its obligations under this Agreement or, with respect to a party, if any representation or warranty of such party was materially not accurate when made, and such obligation has not been performed or such representation or warranty corrected within the cure period provide in Article 7 below after written notice thereof has been given by the other party. It also means any filing of bankruptcy or bankruptcy reorganization by the Developer.

m) “Grant Agreement” means the EGLE Brownfield Grant Agreement executed between the EGLE and the City for the reimbursement of Grant and Loan Eligible Activities, a copy of which is attached hereto as Exhibit B.

n) “Grant and Loan Eligible Activities” means environmental response activities, lead and asbestos abatement, and demolition that are identified in the Grant and Loan Agreement.

o) “Grant and Loan Work Plan” means a work plan submitted to EGLE for approval which includes a description of proposed Grant and Loan Eligible Activities, budget and schedule consistent with Appendix A of the Grant and Loan Agreements.

p) “Indemnified Persons” means the City and its members, officers, agents and employees.

q) “Loan Agreement” means the EGLE Brownfield Loan Agreement executed between the EGLE and the City for the reimbursement of Loan Eligible Activities, a copy of which is attached hereto as Exhibit B.

r) “Maximum Cost of Grant and Loan Eligible Activities” means the City's maximum obligation to pay for the Eligible Activities and not to exceed the amounts set forth in the approved EGLE Brownfield Grant and Loan Agreements, as amended or supplemented.

Section 1.2 Number and Gender. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine, and non-gendered forms.

ARTICLE 2.

COVENANTS OF THE DEVELOPER

Section 2.1 Construction of Development. The Developer shall proceed with the development and the obligations under this Agreement in its discretion. If it decides to do so, Developer shall proceed with due care and diligence and commence and complete the Grant and Loan Eligible Activities and the Development in accordance with this Agreement, and in accordance with any applicable law, regulation, code and ordinance.

Section 2.2 Compliance with Grant and Loan Agreements. The Developer shall comply with all terms and conditions of the Grant and Loan Agreements for which it has direct responsibility, including but not limited to preparing Work Plans, conducting Grant and Loan Eligible Activities, providing documentation of expenses, and general terms and conditions.

Section 2.3 Completion of Eligible Activities. The Developer will contract with a competent and qualified Environmental Consultant or Consultants and/or other competent and qualified Contractor or Contractors to manage and/or conduct and complete the Grant and Loan Eligible Activities approved by the EGLE set forth in this Agreement and the Grant and Loan Agreements, as amended or supplemented, and to meet any due care obligation under Sec. 20107a, NREPA, MCL 324.20107a, in accordance with any EGLE requirements and approval. The Developer shall have sole responsibility to pay the Developer’s Environmental Consultant or Contractors for completion of such Eligible Activities.

Section 2.4 Documentation and Reimbursement. The Developer shall provide documentation, invoices and proof of payment as required by the Grant and Loan Agreements to receive reimbursement from EGLE. The Developer and the City understand that lead and asbestos abatement and demolition reimbursement cannot exceed the cost of environmental response activities, as stated in Appendix A of the Grant and Loan Agreements, a copy of which is attached hereto as Exhibit B. Under no circumstances will the developer be entitled to receive reimbursement from the City for costs incurred but determined by EGLE to be ineligible for grant or loan reimbursement.

Section 2.5 Covenant to Secure EGLE Brownfield Grant and Loan. The Developer shall comply with all terms and conditions of the Grant and Loan Agreements.

The EGLE Loan will be in first position for payment with Brownfield Tax Increment Revenues. If there are not sufficient Brownfield Tax Increment Revenues to repay the Brownfield Redevelopment Loan annual payment under the approved Brownfield Plan and Act 381 Work Plan, the Developer agrees to pay for the difference. Such payment shall be reimbursed from future Brownfield Tax Increment Revenues, if available.

Prior to, and as a condition to the City receiving loan proceeds under the Loan Agreement, Developer will provide an irrevocable letter of credit (“ILOC”) to the City of Petoskey in the amount of \$1 million, or the maximum EGLE Loan to be advanced, whichever is less. The ILOC shall be from a recognized lender acceptable to the City. If and in the event of a payment default by Developer hereunder, beyond any applicable notice and cure period, the City shall have the right to draw an amount on the ILOC, limited to that amount necessary to pay the annual EGLE Loan payment (which is not otherwise covered by TIR under the approved Brownfield Plan and Act 381 Work Plan).

The parties agree that the amount of the ILOC may be reduced annually to match the remaining balance of EGLE Loan principal and interest on the EGLE Loan by Brownfield Tax Increment Revenues or Developer. At such time that annual Brownfield TIR equals 125% of the annual EGLE Loan payment, the Development is substantially complete, and EGLE releases City financial security requirement, the ILOC shall be fully released. Pursuant to this Section, the Developer is obligated to pay the difference between TIR and Loan payments in the event that TIR is not sufficient to meet the Loan payment, even if the ILOC has been released.

If construction does not proceed and/or an occupancy permit cannot be secured within five years of the date of this Agreement, the Developer shall be obligated to repay the full amount of Grant Funds and Loan Funds expended for Eligible Activities and interest incurred on the Loan, if required by EGLE.

Section 2.6 Indemnification of Indemnified Persons.

- (a) The Developer shall defend, indemnify and hold the Indemnified Persons harmless from any loss, damages, costs, expense (including reasonable counsel fees) or liability of any nature due to any and all suits, actions, legal or administrative proceedings, demands or claims arising or resulting from the following:
 - (1) Any activity undertaken pursuant to this Agreement or from injuries to persons or property as a result of the construction, Developer ownership or operation, use or maintenance of the Development.
 - (2) Any material acts or omissions, negligent or otherwise, of the Environmental Consultant and/or Contractors or their employees or agents in the performance of the work specified in this Agreement.

- (3) The failure of the Environmental Consultant and/or Contractors to comply with the provisions of this Agreement.

- (b) If any suit, action or proceeding is brought against any Indemnified Person, the Indemnified Person promptly shall give notice to the Developer and the Developer shall defend such Indemnified Person with counsel selected by the Developer, which counsel shall be reasonably satisfactory to the Indemnified Person. In any such proceeding, the Indemnified Person shall cooperate with the Developer and the Developer shall have the right to settle, compromise, pay or defend against any such claim on behalf of such Indemnified Person, except that the Developer may not settle or compromise any claim if the effect of doing so would be to subject the Indemnified Person to criminal penalties, unless such Indemnified Person gives its consent. The Developer shall not be liable for payment or settlement of any such claim or proceeding made without its consent.

- (c) The Developer shall not be required to indemnify the Indemnified Persons against loss, damages, costs, expense or liability of any nature which arises solely from the gross negligence or willful misconduct of such Indemnified Persons or any of them.

Section 2.7 Insurance. The Developer shall assure that the Environmental Consultant or any Contractors performing any part of the Eligible Activities covered by this Agreement shall obtain and maintain the following policies of insurance:

- (a) Worker's Compensation Insurance in the amounts required under the laws of the State of Michigan.

- (b) Comprehensive General Liability and Automobile Insurance for bodily injury, death or loss or damage to property or third persons in the minimum amount of at least \$1 million per occurrence.

- (c) As to those Contractors engaging in environmental response activities, Pollution or Environmental Impairment Insurance in the amount of at least \$ 1 million per occurrence.

- (d) As to the Environmental Consultant only, Professional Liability Insurance in the minimum amount of \$1 million per occurrence.

- (e) The Developer shall furnish to City a certified copy of such policies of insurance within 30 days of the date of the commencement of the Eligible Activities by such Environmental Consultant or Contractor, and the period of coverage shall commence with the date of performance of the first Eligible Activity by such insured person or entity.

Section 2.8 Regulatory Compliance. While on the Site or Development, the Developer, the Environmental Consultant, and any Contractor shall impose work orders on its employees, agents and subcontractors which are designed to assure that they comply with all applicable federal, state and local laws and regulations (including occupational safety and environmental protection statutes and regulations) in performing services under this Agreement, and shall comply with any directions of governmental agencies relating to site safety, security, traffic or other like matters as it relates to those Eligible Activities performed by the Developer, Environmental Consultant or Contractor, as applicable.

Section 2.9 Hazardous Waste Management. In the event that samples or other materials contain substances classified as “hazardous waste” under applicable state or federal law, the Developer shall, under a manifest signed by the Developer or its agent, as the generator, have such samples transported for final disposal to a location selected by the Developer or its Environmental Consultant or Contractor. It is expressly understood that the City has no oversight or other control or authority over the Developer's obligation to properly dispose of Hazardous Waste under the terms of this Section.

Section 2.10 Site Access. The Developer shall grant to the City, EGLE, or their designated agents, access to the Site to exercise their respective rights related to the purposes and pursuant to the terms of this Agreement and the EGLE Grant and Loan Agreements. Site access shall include the right to inspect the performance of any Grant and Loan Eligible Activities, as provided in Grant and Loan Agreements, in the City’s discretion. The City shall give the Developer at least 24 hours prior written notice of its intent to access the site. If notice cannot be given due to an emergency or any other similar unforeseen circumstance, the City shall give such prior notice as is reasonable and practicable under the circumstances. All such agents must comply with all Site safety standards while accessing the Site.

ARTICLE 3.

CONDITIONS PRECEDENT TO DEVELOPER'S OBLIGATION

Section 3.1 Conditions Precedent to Developer's Obligations to Construct the Development.

The obligations of Developer to complete the Eligible Activities and construct the Development, as contemplated herein, are subject to the following conditions precedent which must be satisfied by the City as required herein, except as expressly provided in this Agreement or otherwise waived by the Developer:

- (a) No action, suit, proceeding or investigation shall be pending before any court, public board or body to which the Developer or the City is a party, or threatened against the Developer or the City contesting the validity or binding effect of this Agreement or the validity of the Grant and Loan Agreements, which could result in an adverse decision which would have one or more of the following effects:
 - (1) A material adverse effect upon the ability of the City to access EGLE Brownfield Grant and Loan funds to repay its obligations under this Agreement.

- (2) A material adverse effect on the Developer's or the City's ability to comply with the obligations and terms of this Agreement or the EGLE Brownfield Grant and Loan Agreements.
- (b) There shall have been no Event of Default by the City and no action or inaction by the City eventually which with the passage of time could become an Event of Default.
- (c) The City shall have performed all of the terms and conditions to be performed by it pursuant to this Agreement and the Grant and Loan Agreements.

ARTICLE 4.

COVENANTS OF THE CITY

Section 4.1 Execution of the EGLE Brownfield Grant and Loan Agreements. The City shall execute the Grant and Loan Agreements which will provide for the reimbursement to the City for the Developer's Grant and Loan Eligible Activities expenses that have been conducted, completed and approved in accordance with the scope and terms of this Agreement and the Grant and Loan Agreements.

Section 4.2 Approval of Eligible Activities

The Developer or their Environmental Consultant shall prepare documents for EGLE and Emmet County Brownfield Redevelopment Authority (ECBRA) approval, as necessary, according to the terms of the EGLE Grant and Loan Agreements and ECBRA policy.

- (a) The Developer shall prepare draft Work Plans according to EGLE requirements which describe the scope of work, cost estimates, and schedule for each Grant and Loan Eligible Activity included in Appendix A of the Grant and Loan Agreements. Loan eligible activities are assumed to also be Act 381 eligible activities and Loan work plans should be prepared according to EGLE requirements for an Act 381 Work Plan.
- (b) Draft Work Plans will be submitted to the City for review and approval. Loan / Act 381 Work Plans must also be submitted to the ECBRA for its approval.
- (c) The City Project Manager will review Work Plans, request any recommended revisions and authorize the submittal of the Work Plan by the Developer to EGLE. Act 381 / Loan Work Plans must also be approved by the ECBRA prior to submittal to EGLE.
- (d) EGLE will review the Work Plan and may approve the Work Plan or request revisions, which will be made by the Developer and resubmitted to the EGLE for approval, with a copy to the City Project Manager. Revisions to Loan / Act 381 Work Plans must also be approved by the ECBRA Staff before the Work Plan is resubmitted to EGLE.
- (e) Following EGLE approval of a Work Plan, the Developer will proceed with the Eligible Activities. For contracts over \$20,000, except for professional services, the Developer will comply with the requirements of the Grant and Loan Agreements for bid solicitation.

Section 4.3 Reimbursement of Eligible Activities. Upon the Developer's satisfactory completion of Eligible Activities described in Exhibit B, as amended or supplemented, pursuant to this Agreement and the Grant and Loan Agreements, and approved by EGLE and when applicable, by the ECBRA, the City shall reimburse the Developer subject to and in accordance with the terms set forth in this Agreement.

The Developer shall have sole responsibility to pay the Developer's Environmental Consultant and Contractors for completion of such Eligible Activities and provide proof of payment to the City. The City has no obligation to reimburse the Developer and the Developer shall bear such excess costs without any obligation on the part of City if:

- (a) The Developer incurs any expenses or costs for any activities other than the Eligible Activities;
- (b) Costs exceed the maximum cost of Grant and Loan Eligible Activities as set forth in the Grant and Loan Agreements or work plans approved by EGLE or the City;
- (c) Costs are incurred without EGLE approval;
- (d) Incurred costs are denied by EGLE in the course of their review of payment requests; or
- (e) The Developer's incurred costs are not reimbursed to the City for any other reason.

If the costs of Eligible Activities set forth in Exhibit B, as amended or supplemented, are less than such maximum cost, then the Developer shall have no further right of reimbursement beyond its actual costs.

The following is the process by which the City will reimburse Grant and Loan Eligible Activity expenses to the Developer.

- (a) The Developer will submit documentation to the City Project Manager of Grant and Loan Eligible Activity expenses, including approved invoices or contractor schedules of value and documentation of payment, completed EGLE Progress Reports for the Grant and the Loan, and cancelled checks or electronic funds transfer (EFT) statements.
- (b) Immediately upon receipt of the same by the City Project Manager, the City Project Manager shall forward the documentation to the EGLE Grant Coordinator for review and preliminary approval.
- (c) EGLE will review and provide preliminary approval or request additional information as required under the terms of the Grant and Loan Agreements. The City Project Manager and the Developer will cooperate in the preparation of any additional documentation required by EGLE under the terms of the Grant Agreement for EGLE final approval of Grant payment.

- (d) Within 15 days of receipt of Grant funds by the City from EGLE, the City will reimburse the Developer for Eligible Grant Activities either by check or EFT transfer, as agreed to by the Developer and the City.
- (e) Loan funds will be disbursed by EGLE to the City upon approval of a Loan / Act 381 Work Plan. Reimbursement for Loan Eligible Activities to the Developer will be processed concurrently with reimbursement for Grant Eligible Activities provided the Developer or their Environmental Consultant has provided adequate documentation to the City Project Manager.
- (f) Upon completion of Grant and Loan Eligible Activities, the Developer shall provide to the City Project Manager a final report in the format and time frame prescribed in the Grant and Loan Agreements.

It is anticipated that there will be sufficient EGLE Brownfield Grant and Loan funds to meet the obligations under this Agreement. However, if for any reason the EGLE Brownfield Grant and Loan does not provide sufficient funds to satisfy such obligations, the Developer agrees and understands that it will have no claim or further recourse of any kind or nature against the City except from available EGLE Brownfield Grant and Loan funds, and if for any reason the EGLE Brownfield Grant and Loan funds are insufficient or there are none, then Developer assumes full responsibility for any such loss or cost. The parties acknowledge and agree that nothing in the preceding shall limit or restrict the Developer's ability to request an amendment to the EGLE Brownfield Grant and Loan or Grant and Loan Agreements, subject to City's review process and full discretion to approve, modify or deny any proposed amendment.

Section 4.3 City or Contract Manager Oversight. The City may, using funds provided in the Grant and Loan Agreements with the approval of the EGLE Grant Coordinator, retain the services of a qualified contract manager for purposes of assuring that the activities, invoices and accounting by the Developer are fair, reasonable, and constitute Grant and Loan Eligible Activities within the meaning and scope of this Agreement and the Grant and Loan Agreements. The Developer shall provide to the City Project Manager and the City's contract manager, if applicable, access to data, reports, sampling results, invoices, and related documents reasonably necessary to fulfill the exercise of such oversight. It is expressly understood that City has no right to control or to exercise any control over the actual services or performance by the Developer of the Eligible Activities, except as to assurance that the Developer has met the conditions and requirements of this Agreement and the Grant and Loan Agreements.

ARTICLE 5.

CONDITIONS PRECEDENT TO CITY'S OBLIGATIONS

Section 5.1 Conditions Precedent to City's Reimbursement Obligation. The City's obligation to reimburse costs to the Developer for completion of Grant and Loan Eligible Activities expenses as contemplated herein shall be subject to the following conditions precedent which must be satisfied by the Developer as required herein, except as expressly provided in this Agreement or otherwise waived in writing by the City.

- (a) The City shall have secured approval by EGLE of the Grant and/or Loan / Act 381 Work Plan for Grant and Loan Eligible Activities, as amended or supplemented.
- (b) The Developer shall have performed all of the covenants, obligations, terms and conditions to be performed by it pursuant to this Agreement and the Grant and Loan Agreements, and all preconditions to the performance of the Developer shall have been satisfied.
- (c) Developer shall provide written proof of payment, including cancelled checks or waivers of liens by any Environmental Consultant or Contractor providing services as described in this Agreement.
- (d) City shall only be obligated to reimburse the Grant and Loan Eligible Activities that have been reviewed and approved by EGLE. Approval of the application and EGLE Brownfield Grant and Loan / Act 381 Work Plans or any other determination of eligibility in no way guarantees or establishes a right to reimbursement of expenditures prior to review or approval of invoices. Expenditures must be documented to be reasonable and necessary for Grant and Loan Eligible Activities by submission of invoices and other appropriate documentation. Reimbursement shall only occur pursuant to the terms and conditions of this Agreement.
- (e) The Developer documents ownership or control of the Site and the Developer is not in default on any contract or other agreement relating to its ownership, development, or use of the Eligible Property, which default would have an adverse effect on the Developer's or the City's ability to comply with the obligations and terms of this Agreement or the Grant and Loan Agreements.
- (f) Proper approvals required under applicable federal and state laws or regulations, and local ordinances, codes or regulations for land uses and the Development have been secured.
- (g) The Developer has consent of any affected utility for relocation, burial or the activity to accomplish the Eligible Activities.
- (h) The Developer retains an Environmental Consultant or Contractor to advise, conduct, or complete the Eligible Activities related to the Developer-financed obligations as set forth in this Agreement.
- (i) There is no change in law which would have one or more of the effects described above.
- (j) Developer shall pay all real estate tax obligations before they become delinquent and subject to interest or penalties.
- (k)

ARTICLE 6.

REPRESENTATIONS AND WARRANTIES

Section 6.1 Representations and Warranties of City. City represents and warrants to the Developer that:

- (a) City is a public body corporate, with all necessary corporate powers to enter into and perform this Agreement.
- (b) The execution and delivery of this Agreement has been duly authorized by all requisite action on the part of the City, and this Agreement constitutes a valid and binding agreement of the City enforceable in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or thereafter enacted, and by the application of general principles of equity, including those relating to equitable subordination.

Section 6.2 Representations and Warranties of the Developer. The Developer represents and warrants to the City that:

- (a) The Developer is a limited liability company, with power under the laws of the State of Michigan to carry on its business as now being conducted and has the power and authority to consummate the transactions contemplated under this agreement by the Developer.
- (b) The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action on the part of the Developer, and this Agreement constitutes a valid and binding agreement of the Developer in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, fraudulent conveyance or other laws affecting creditors' rights generally, now existing or hereafter enacted, and by the application of general principles of equity.
- (c) Except as part of the performance and completion of Eligible Activities under the terms of this Agreement, the Developer or its Contractors shall not use the Site for the storage, treatment or disposal of hazardous or toxic wastes of unaffiliated third parties and shall comply with all applicable federal, state and local laws, regulations, rules, ordinances, codes, decrees and orders in connection with any use of the Site and shall obtain all necessary permits in connection therewith.
- (d) The Developer will comply with all obligations, covenants and conditions required of it or its agents or Contractors under the terms of this Agreement and the Grant and Loan Agreements.
- (f) The Developer has not made any misrepresentation of fact in the inducement or in the performance or administration of this Agreement.

ARTICLE 7.

DEFAULT, REMEDIES, AND TERMINATION

Upon the occurrence of an Event of Default, and failure to cure such Event of Default within 60 days of written notice of such Event of Default, the non-defaulting party may terminate this agreement by giving written notice to the defaulting party, provided, however, that if such Event of Default requires more than 60 days to cure, and if such defaulting party shall commence and diligently proceed to cure the Event of Default within such 60 days, then the defaulting party shall have an additional 60 days to cure the Event of Default. A monetary default shall be cured within 15 days. If the Event of Default is not cured within this time period, then the non-defaulting party shall have the right to terminate this Agreement or, at the election of such non-defaulting party, may obtain any form of relief permitted under this Agreement, and applicable law, including, without limitation, the right to seek and obtain a decree of specific performance from a court of competent jurisdiction. Any right or remedy provided by a specific provision of this Agreement shall be deemed cumulative to, and not conditioned on, any other remedies upon Event of Default. The prevailing party in any action or proceeding brought to enforce the terms of this Agreement shall be entitled to an award of reasonable costs and attorney fees in addition to the relief obtained.

ARTICLE 8.

MISCELLANEOUS

Section 8.1 Term. The term of this Agreement shall commence on the date first written above and shall expire upon the later to occur of (a) the close out of the EGLE Brownfield Grant and Loan or (b) the disbursement to Developer of all of the proceeds of the EGLE Brownfield Grant and Loan.

Section 8.2 Sale or Transfer of Eligible Property or Site. Until the Developer has satisfactorily completed its Grant and Loan Eligible Activities and performed its obligations under the terms of this Agreement, the Developer shall not sell, convey, or transfer ownership of any portion of the Eligible Property to another Developer to carry out the purposes and goals of the Grant and Loan Agreements, as described in this Agreement or the Grant and Loan Agreements, without the written approval of the City, which will not be unreasonably withheld. The City, in its sole discretion, will determine whether an amendment to the Grant and Loan Agreements is necessary and will cooperate with the EGLE to amend the Grant and Loan Agreements. The proceeding does not prohibit the Developer from selling property or units within structures to third parties for the land uses as contemplated by the Development. This section shall not apply to: (a) assignments between governmental entities (b) assignments for financing required for the development; or (c) the establishment of another entity which shall operate the premises for infrastructure purposes.

Section 8.3 Assignment. Neither this Agreement nor any of the rights or obligations contained within it may be assigned or otherwise transferred by the Developer, nor shall the benefits of this Agreement inure to the benefit of any trustee in bankruptcy, receiver or creditor of the Developer, whether by operation of law or otherwise, without the prior written consent of the City which will not be unreasonably withheld, conditioned, or delayed. Any attempt by the Developer to assign or transfer this Agreement or any of its rights without such written consent shall be null and void and of no force or effect, and a breach of this Agreement.

Section 8.4 Independent Contractor. The Developer, Environmental Consultant and Contractors shall each perform its services under this Agreement entirely as an independent contractor, and shall not be deemed an agent, employee or legal representative of the City. The City, Developer, Environmental Consultant, and Contractors shall each have and maintain complete control over all its respective employees, agents and operators. Facts or knowledge of which the Developer, Environmental Consultant or Contractor becomes aware shall not be imputed to City without communication to and receipt by managerial officials or employees of City. The Developer, Environmental Consultant or Contractor has no authority to assume or create, and will not assume or create any commitment or obligation on behalf of the City in any respect whatsoever. Further, the Developer, Environmental Consultant or Contractor shall exercise its independent judgment for the services provided in this Agreement.

Section 8.5 Notices. All notices, certificates or communications required or permitted by this Agreement to be given shall be in writing and shall be sufficiently given and shall be deemed delivered when personally served, or when received if mailed by registered or certified mail, postage prepaid, return receipt requested, addressed to the respective parties as follows:

If to City:

Shane Horn, City Manager
City of Petoskey
101 E. Lake Street
Petoskey, Michigan 49770

If to the Developer:

Jeff Smoke, Managing Director & Principal
Maple Block Flats, LLC
130 South Main Street, Suite 325
South Bend, Indiana 46601

or to such other address as such party may specify by appropriate notice.

Section 8.6 Amendment and Waiver. No amendment or modification to or of this Agreement shall be binding upon any party hereto until such amendment or modification is reduced to writing and executed by all parties hereto. No waiver of any term of this Agreement shall be binding upon any party until such waiver is reduced to writing, executed by the party to be charged with such waiver, and delivered to the other parties hereto.

Section 8.7 Entire Agreement. This Agreement contains all agreements between the parties. There are no other representations, warranties, promises, agreements or understandings, oral, written or implied, among the parties, except to the extent reference is made thereto in this Agreement.

Section 8.8 Execution in Counterparts. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument.

Section 8.9 Captions. The captions and headings in this Agreement are for convenience only and in no way limit, define or describe the scope or intent of any provision of this Agreement.

Section 8.10 Applicable Law. This Agreement shall be governed in all respects, whether as to validity, construction, performance and otherwise, by the laws of the State of Michigan.

Section 8.11 Mutual Cooperation. Each party to this Agreement shall take all actions required of it by the terms of this Agreement as expeditiously as possible and shall cooperate to the fullest extent possible with the other parties to this Agreement and with any individual, entity or governmental agency involved in or with jurisdiction regarding the purposes of this Agreement. Each party to this Agreement shall execute and deliver all documents necessary to accomplish the purposes and intent of this Agreement, including, but not limited to, such documents or agreements as may be required by the Developer's lenders with respect to the Development to secure the Developer's financing from such lenders.

Section 8.12 Binding Effect. This Agreement shall be binding upon the parties hereto, and in the event of assignment under Section 8.3 upon their respective successors, transferees, and assigns. Developer shall provide written notice prior to transfer or assignment of Developer's interest to any subsequent purchaser and assign of the existence of this Agreement.

Section 8.13 No Waiver. No waiver by either party of any default by the other party in the performance of any portion of this Agreement shall operate or be construed as a waiver of any future default, whether like or different in character.

Section 8.14 Survival of Covenants. Except for the financial obligations, the covenants and provisions shall survive the term of this Agreement.

Section 8.15 No Third-Party Beneficiaries. This Agreement shall not be deemed or construed to create any rights to reimbursement or otherwise to the Environmental Consultant or Contractors, or any third parties. This Agreement shall not be construed to create any third party beneficiary contract or claim, and the parties intend there to be no third party beneficiaries.

Section 8.16 Disputes. The parties acknowledge and agree that any disputes arising under this Agreement shall be resolved by a court of competent jurisdiction sitting in Chippewa County, Michigan.

IN WITNESS WHEREOF, the City and the Developer have caused this Agreement to be duly executed and delivered as of the date first written above.

GREAT LAKES CAPITAL

By: Jeffrey Smoke
Its: Managing Director & Principal

CITY OF PETOSKEY

By: John Murphy
Its: Mayor

By: Shane Horn
Its: City Manager

Approved as to form:

By:
Its: Attorney

Exhibit A
“Development”

APPENDIX A

for BROWNFIELD REDEVELOPMENT GRANT / LOAN AGREEMENT

Project Details			
Project Name and Address	Michigan Maple Block 1420 Standish Petoskey, MI 49770	Grantee / Borrower	City of Petoskey
Tracking Code	2023-2536	Location Code	6K23
Capital Investment	\$50,000,000	Jobs Created	10 full-time equivalent
Total Grant Funding	\$1,000,000	Total Loan Funding	\$1,000,000

PROJECT DESCRIPTION:

The grant and loan will be used to facilitate the redevelopment of a former wood block manufacturing facility near downtown Petoskey. The development will consist of a 200+ workforce and market-rate unit development. This mixed-use complex consists of eight residential buildings, one commercial building, a dog park, swimming pool, and river access to the Bear River with an extension of the non-motorized path called the Greenway link.

The property includes a former wood block manufacturing plant, believed to be the source of soil and groundwater contamination which pose a vapor intrusion risk to the future buildings. Grant and loan funding will be used to address contaminated soil and groundwater encountered during construction and install vapor mitigation systems in the new buildings.

ANTICIPATED SCOPE OF WORK / BUDGET: The scope of work will take place within the project boundaries identified in Figure 1 and includes the following activities to facilitate the safe reuse of the property:

1. Due care including, but not limited to, health and safety plans, preparation of Documentation of Due Care Compliance and/or Response Activity Plans, additional due care investigation, management of contaminated soil, soil excavation, transport and disposal, dewatering and disposal of contaminated groundwater, design, installation and commissioning of a vapor mitigation system(s), and specialized foundations.
2. To request closeout of the grant/loan, the Grantee must provide a comprehensive grant/loan closeout report in the format provided by EGLE. The report will include a summary of each activity completed under the grant/loan, relevant documentation, and any outstanding deliverables.
3. During the time of the grant funded activities, the Grantee is required to install a full color, 48" by 96" grommited vinyl sign, or equivalent, on the property displaying the Department of Environment, Great Lakes, and Energy (EGLE) logo. An image file with the sign design will be provided to the Grantee by the brownfield coordinator.

4. Grant/loan administration including, but not limited to grant management, tracking, and reporting activities by Grantee.
5. Contingency for unanticipated conditions that may be encountered during the performance of eligible activities. Contingency will not be utilized without authorization from EGLE.

PROJECT BUDGET		
Task	Grant	Loan
1. Due Care	\$800,000	\$850,000
2. EGLE Grant/Loan Closeout Report	\$5,000	\$0
3. EGLE Sign	\$500	\$0
4. Grant/Loan Administration (up to 3 percent of grant or loan amount)	\$44,500	\$0
5. Contingency (up to 15 percent of grant or loan amount)	\$150,000	\$150,000
Total	\$1,000,000	\$1,000,000

In addition to the broad budget items above, the grant and/or loan may be used for work plan and budget development, bid solicitation, technical specifications, oversight, project management, reporting and other task related activities approved by the EGLE brownfield coordinator. All grant- or loan-eligible work, including tasks not listed above, must be approved in advance. Work completed without an approved work plan may not be eligible for grant or loan reimbursement.

The grant and loan administration and EGLE sign budgets are approved upon signature of this agreement. Prior to the start of any other grant- or loan-eligible work, a work plan must be submitted to EGLE for review and approval.

A pre-approved budget amount for work plan development is provided that includes up to \$1,000 per work plan for site assessment work and up to \$2,500 per work plan for all other activities. If development of a work plan is expected to cost more than the pre-approved budgets, the anticipated cost to develop the work plan must be approved by the brownfield coordinator in advance, or the excess cost will not be eligible for reimbursement. Work plan development will be paid for under the appropriate budget items listed above.

Progress reports must be submitted quarterly even if no expenses were incurred during the quarter. Progress reports must include invoices for expenses incurred during the quarter.

Project deliverables for activities paid for by the grant and loan must be provided to EGLE throughout the course of the grant and loan. Deliverables may include, but are not limited to, bid documentation as required by the agreement, invoices and appropriate backup documentation for reimbursement, technical reports, and summaries of activities completed under the grant and loan (including dates, quantities, transport and/or disposal documentation, monitoring summaries, photos, logs, figures/as built drawings/site plans, data/analytical results, or other relevant documentation.) A copy of EGLE’s Brownfield Grant and Loan Deliverable Guidance will be provided during the Kick-Off Meeting or can be requested at any time.

Ten percent of the grant award or amount spent will be retained by EGLE until the project is complete, including receipt of all deliverables, closeout reporting, and documentation that the vapor mitigation system is fully commissioned and operating as designed.

SCHEDULE: The grant and loan administration will be conducted during the entire length of the agreement. Work under the contingency task will be completed as necessary. Following the start of the agreement, the remaining tasks are anticipated to be conducted in the timeframes described below.

Task #	Task	Schedule (Months following signed agreement)
1	Due Care Investigation	(Months 1-2)
1	Soil & Groundwater Management, Vapor Mitigation Design and Installation, Installation of Specialized Foundations	(Months 4-24)
1	Vapor Mitigation Performance Testing	(Months 24-36)
2	EGLE Grant/Loan Closeout Report	(Month 35-36)

A more detailed schedule for above tasks shall be provided by the Grantee within the project work plans.

Exhibit B
“Grant and Loan Agreements”

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Grantee prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement other than budget line item revisions 20 percent or less of the total Agreement amount shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending

September 30 will be sent to the Grantee. If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation for expenses must be included with the report as outlined in Appendix A.

(B) The Grantee shall provide a final project report in a format prescribed by the State. The Grantee shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) The Grantee must provide electronic copies of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by EGLE, per the guidelines provided by the program.

(E) If 15 percent (15%) or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this grant.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this grant is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this grant.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of the grant.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this grant whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with 2 CFR 200, as appropriate, the Grantee shall comply with the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, then the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

(F) An amount equal to ten percent (10%) of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, 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 State and Grantee. The State 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 State and the State will no longer be liable to pay the grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of the Agreement, or with the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder, or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a through d above, and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, or any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a State, public, or private contract or subcontract;
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees;
- c. Convicted under State or federal antitrust statutes; or
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state Suspension and Debarment list.

(B) If a grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business, and that its contractors are not Iran linked businesses, as defined in MCL 129.312.

XXIII. ACCESS AGREEMENTS

A voluntary access agreement or court-ordered access must be secured by the Grantee prior to performance of the scope of work described in Appendix A for any portion of the project area or property where grant activities will be undertaken and that is not owned by the Grantee. Evidence of access must be provided to the State at its request.

XXIV. GRANT ADMINISTRATION

Grant Administration costs are eligible for reimbursement in accordance with Appendix A. Grant administration costs will be limited to three percent (3%) of the total award amount.

XXV. INELIGIBLE EXPENSES

Although the following costs may be related to the scope of work described in Appendix A, the following are ineligible for reimbursement under the grant:

Office equipment; software; insurance; taxes, except sales taxes; replacement or purchase of equipment; drinking water supply replacement, defined as but is not limited to, providing bottled water, constructing a new well, and extending or constructing a water supply system; operation and maintenance of long term response and due care activities; restoration of property or infrastructure, unless included in Appendix A; fees for attorneys or legal advice except for administrative or management costs directly related to implementing the grant; grant recipient staff time for application submittal; costs for eligible activities reimbursed under the Brownfield Redevelopment Financing Act, 1996 Public Act 381, as amended (Act 381); costs incurred for activities outside a State-approved work plan; labor overtime rates; and training.

Travel costs for either vehicle use or vehicle mileage will be reimbursed, but not both. Vehicle mileage will be reimbursed at a maximum of the federal rate allowed by the Internal Revenue Service at the time the costs are incurred.

Fees, such as those incurred for state or local permits; underground storage tank registration; late fees; or other fees may be eligible at the State's discretion. Other expenses may be determined ineligible in the course of invoice reviews.

XXVI. BIDS, CONTRACTORS

(A) For contracts for work performed under this agreement that totals \$20,000 or more, the Grantee shall provide, or cause to be provided, the qualifications of the selected contractor(s) to the State. The State reserves the right to object to the selected contractor(s) or their qualifications. If the State has objections, it will inform the Grantee in writing within 30 days of receipt of the selected contractor's qualifications.

(B) For any contract for work performed under this agreement that totals \$20,000 or more, except professional services, the Grantee shall solicit, or cause to be solicited, bids from at least three qualified contractors. The way in which bids or requests for quotes (RFQs) are solicited must be done in a manner acceptable to the Grantee. The Grantee shall provide the State copies of the bid specifications, proof of bid solicitation to at least three qualified contractors, copies of all bids received, a bid tabulation, and a written contractor recommendation. If the contractor that submitted the lowest bid is not the contractor selected, the Grantee must submit written justification for the selection.

(C) Any contractor(s) retained for corrective action on regulated underground storage tanks shall be a qualified underground storage tank consultant that meets the requirements of Section 21325 of Part 213, Leaking Underground Storage Tanks of the NREPA.

(D) Any contractor(s) and professionals retained with state funds must possess appropriate qualifications, experience, licensing, and insurance for the work including but not limited to, surveying; engineering; asbestos, lead, mold, and hazardous material abatement; and transport, storage, and disposal of hazardous and non-hazardous waste.

(E) All subsurface work on contaminated properties including penetrating or disturbing the existing surfaces, work with subsurface infrastructure, monitoring wells or sewers, handling of existing soil, sediments or groundwater, or any other site activity with the reasonable potential for exposure must be conducted by personnel currently certified under HAZWOPER, MIOSHA-STD-1216 and 29 CFR 1910.120.

(F) Contractor markup on subcontractors and equipment is limited to a maximum of ten percent (10%) of the original cost, and subject to approval by the State.

XXVII. WORK PLANS AND PROJECT IMPLEMENTATION

(A) Prior to conducting any activities under the Agreement, the Grantee or its contractor shall submit a detailed work plan to the State for its approval. Work plans must include a description of the proposed activities, a budget, and a schedule for conducting the activities under Appendix A. A supplementary work plan, budget, and schedule are required for each subsequent phase of work. The Grantee and its contractor shall not proceed with grant-funded activities until the State approves the work plan, budget, and schedule in writing. The State may approve, modify and approve, or require amendments to the work plan.

(B) The Grantee or its contractor shall implement the work plan upon the State's written approval and according to the schedules contained therein. Changes or additions to the work plan may be submitted in writing and are subject to approval by the State. Changes to work plans without prior approval from the State, or performance of activities that are not part of an approved work plan or an amendment to a work plan, may result in the Grantee being responsible for payment of unapproved activities.

XXVIII. ECONOMIC DEVELOPMENT

(A) The Grant Recipient acknowledges by its signature of this Agreement that there have been no material changes in the economic development proposal, property ownership, or other conditions of the property or project since the date the grant funds were awarded.

(B) In the event the proposed development changes or is not implemented, the Grantee shall immediately notify the State in writing and shall try to secure a new development project for the property. The Grantee shall then notify the State in writing of the proposed development. The alternate development project is also subject to approval by the State.

XXIX. OTHER TERMS AND CONDITIONS

(A) The State may withhold the grant until the State determines that the Grantee is able to proceed with the project scope described in Appendix A, pursuant to Part 196, Section 19612(3), of the NREPA.

(B) Following completion of the project, the State may conduct compliance inspections to determine whether the project is being maintained for the use specified in this Agreement.

(C) The Grantee acknowledges, by signature of this Agreement, that the State is not obligated to

provide additional funding beyond the Agreement amount should additional environmental costs be necessary to complete the project.

(D) If necessary to allow for completion of the project, the Grantee and State may mutually agree to extend the term of the Agreement. Agreement extensions should be requested by the Grantee or the State in writing, prior to the Agreement end date. This Agreement may only be extended by a signed agreement between both parties.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

APPENDIX A

APPENDIX A

for BROWNFIELD REDEVELOPMENT GRANT / LOAN AGREEMENT

Project Details			
Project Name and Address	Michigan Maple Block 1420 Standish Petoskey, MI 49770	Grantee / Borrower	City of Petoskey
Tracking Code	2023-2536	Location Code	6K23
Capital Investment	\$50,000,000	Jobs Created	10 full-time equivalent
Total Grant Funding	\$1,000,000	Total Loan Funding	\$1,000,000

PROJECT DESCRIPTION:

The grant and loan will be used to facilitate the redevelopment of a former wood block manufacturing facility near downtown Petoskey. The development will consist of a 200+ workforce and market-rate unit development. This mixed-use complex consists of eight residential buildings, one commercial building, a dog park, swimming pool, and river access to the Bear River with an extension of the non-motorized path called the Greenway link.

The property includes a former wood block manufacturing plant, believed to be the source of soil and groundwater contamination which pose a vapor intrusion risk to the future buildings. Grant and loan funding will be used to address contaminated soil and groundwater encountered during construction and install vapor mitigation systems in the new buildings.

ANTICIPATED SCOPE OF WORK / BUDGET: The scope of work will take place within the project boundaries identified in Figure 1 and includes the following activities to facilitate the safe reuse of the property:

1. Due care including, but not limited to, health and safety plans, preparation of Documentation of Due Care Compliance and/or Response Activity Plans, additional due care investigation, management of contaminated soil, soil excavation, transport and disposal, dewatering and disposal of contaminated groundwater, design, installation and commissioning of a vapor mitigation system(s), and specialized foundations.
2. To request closeout of the grant/loan, the Grantee must provide a comprehensive grant/loan closeout report in the format provided by EGLE. The report will include a summary of each activity completed under the grant/loan, relevant documentation, and any outstanding deliverables.
3. During the time of the grant funded activities, the Grantee is required to install a full color, 48" by 96" grommeted vinyl sign, or equivalent, on the property displaying the Department of Environment, Great Lakes, and Energy (EGLE) logo. An image file with the sign design will be provided to the Grantee by the brownfield coordinator.

4. Grant/loan administration including, but not limited to grant management, tracking, and reporting activities by Grantee.
5. Contingency for unanticipated conditions that may be encountered during the performance of eligible activities. Contingency will not be utilized without authorization from EGLE.

PROJECT BUDGET		
Task	Grant	Loan
1. Due Care	\$800,000	\$850,000
2. EGLE Grant/Loan Closeout Report	\$5,000	\$0
3. EGLE Sign	\$500	\$0
4. Grant/Loan Administration (up to 3 percent of grant or loan amount)	\$44,500	\$0
5. Contingency (up to 15 percent of grant or loan amount)	\$150,000	\$150,000
Total	\$1,000,000	\$1,000,000

In addition to the broad budget items above, the grant and/or loan may be used for work plan and budget development, bid solicitation, technical specifications, oversight, project management, reporting and other task related activities approved by the EGLE brownfield coordinator. All grant- or loan-eligible work, including tasks not listed above, must be approved in advance. Work completed without an approved work plan may not be eligible for grant or loan reimbursement.

The grant and loan administration and EGLE sign budgets are approved upon signature of this agreement. Prior to the start of any other grant- or loan-eligible work, a work plan must be submitted to EGLE for review and approval.

A pre-approved budget amount for work plan development is provided that includes up to \$1,000 per work plan for site assessment work and up to \$2,500 per work plan for all other activities. If development of a work plan is expected to cost more than the pre-approved budgets, the anticipated cost to develop the work plan must be approved by the brownfield coordinator in advance, or the excess cost will not be eligible for reimbursement. Work plan development will be paid for under the appropriate budget items listed above.

Progress reports must be submitted quarterly even if no expenses were incurred during the quarter. Progress reports must include invoices for expenses incurred during the quarter.

Project deliverables for activities paid for by the grant and loan must be provided to EGLE throughout the course of the grant and loan. Deliverables may include, but are not limited to, bid documentation as required by the agreement, invoices and appropriate backup documentation for reimbursement, technical reports, and summaries of activities completed under the grant and loan (including dates, quantities, transport and/or disposal documentation, monitoring summaries, photos, logs, figures/as built drawings/site plans, data/analytical results, or other relevant documentation.) A copy of EGLE’s Brownfield Grant and Loan Deliverable Guidance will be provided during the Kick-Off Meeting or can be requested at any time.

Ten percent of the grant award or amount spent will be retained by EGLE until the project is complete, including receipt of all deliverables, closeout reporting, and documentation that the vapor mitigation system is fully commissioned and operating as designed.

SCHEDULE: The grant and loan administration will be conducted during the entire length of the agreement. Work under the contingency task will be completed as necessary. Following the start of the agreement, the remaining tasks are anticipated to be conducted in the timeframes described below.

Task #	Task	Schedule (Months following signed agreement)
1	Due Care Investigation	(Months 1-2)
1	Soil & Groundwater Management, Vapor Mitigation Design and Installation, Installation of Specialized Foundations	(Months 4-24)
1	Vapor Mitigation Performance Testing	(Months 24-36)
2	EGLE Grant/Loan Closeout Report	(Month 35-36)

A more detailed schedule for above tasks shall be provided by the Grantee within the project work plans.

I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Borrower and may be modified only by written agreement between the State and the Borrower.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Borrower commits to complete the project identified in Appendix A within the time period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the Start Date until the End Date on page 1. The State shall have no responsibility to provide funding to the Borrower for project work performed except between the Start Date and the End Date specified on page 1. Expenditures made by the Borrower prior to the Start Date or after the End Date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement [other than budget line item revisions 20 percent or less of the Agreement amount] shall be requested by the Borrower or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without approval by the State.

IV. BORROWER DELIVERABLES AND REPORTING REQUIREMENTS

The Borrower shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Borrower must complete and submit quarterly progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	Before October 15*
October 1 – December 31	January 31

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Borrower. If the Borrower is unable to submit a report in early

October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1. All required supporting documentation for expenses must be included with the report as outlined in Appendix A.

(B) The Borrower shall provide a final project report in a format prescribed by the State. The Borrower shall submit the final status report, including all supporting documentation for expenses, along with the final project report and any other outstanding products within 30 days from the End Date of the Agreement.

(C) The Borrower must provide electronic copies of all products and deliverables in accordance with Appendix A.

(D) All products shall acknowledge that the project was supported in whole or in part by the State, per the guidelines provided by the program.

V. BORROWER RESPONSIBILITIES

(A) The Borrower agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this loan.

(B) All local, state, and federal permits, if required, are the responsibility of the Borrower. Award of this loan is not a guarantee of permit approval by the State.

(C) The Borrower shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Borrower's receipt or execution of this loan.

(D) The Borrower is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State by the Borrower under this Agreement. The Borrower shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Borrower of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Borrower acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Borrower, its agents, and/or employees to criminal and civil prosecution and/or termination of the loan.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Borrower may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State retains a royalty-free, nonexclusive and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this loan whether or not the material is copyrighted by the Borrower or another person. The Borrower will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Borrower shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Borrower and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Borrower is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Borrower to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated Loan. All subcontractors used by the Borrower in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NON-DISCRIMINATION

The Borrower shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*, and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Borrower agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Borrower shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Borrower, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Borrower under this Agreement, if the liability is caused by the Borrower, or any employee or agent of the Borrower acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Borrower, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Borrower's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with state funds, then the Borrower shall not use any of the loan funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, MCL 4.415(2). "Lobbying" means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Borrower shall not use any of the loan funds awarded in this Agreement for the purpose of litigation against the State. Further, the Borrower shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Borrower certifies that it has checked the federal debarment/suspension list at www.SAM.gov to verify that its agents, and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR 1185; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default.

- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Borrower will be required to maintain all pertinent records and evidence pertaining to this Agreement, including loan and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Borrower will provide proper facilities for such access and inspection. All records must be maintained for a minimum of 10 years after the final payment has been issued to the Borrower by the State.

XVI. INSURANCE

(A) The Borrower must maintain insurance or self-insurance that will protect it from claims that may arise from the Borrower's actions under this Agreement or from the actions of others for whom the Borrower may be held liable.

(B) The Borrower must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Borrower guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Borrower agrees to delete from Borrower's billings, or to immediately refund to the State, the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Borrower a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Borrower.

(B) Expenses incurred by the Borrower prior to the Start Date or after the End Date of this Agreement are not allowed under the Agreement, unless otherwise specified in Appendix A.

(C) Loan payments, or draws, are based on work plans and budgets submitted to and approved by the State. The entire loan amount will not be disbursed at one time unless a single work plan for the full Loan amount is approved. After the work plan and budget are approved, the Borrower will receive payment for the amount of the approved budget only.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Borrower may register to receive payments by EFT at the SIGMA Vendor Self Service web site (<https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>).

(F) All draws must be completed prior to the agreement expiration date.

1. If the project has not been completed prior to the agreement expiration date, the Borrower may request in writing an extension of time to complete the project in accordance with Section III of this Agreement. Request for an extension of time must be received by the State's Project Administrator 30 days prior to the Project End Date.
2. If the entire amount of the approved loan is not drawn prior to the agreement expiration date and the project work is completed, a new amortization schedule will be prepared reflecting the total amount drawn.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Borrower has satisfactorily completed the activities and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Borrower releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by State law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Borrower.

(C) The Borrower shall immediately refund to the State any payments in excess of the costs allowed by this Agreement including funds disbursed for activities deemed to be ineligible upon invoice review and unspent interest earned on loan funds disbursed.

XX. CANCELLATION

This Agreement may be canceled by the State, upon 30 days written notice, due to Executive Order, budgetary reduction, other lack of funding, upon request by the Borrower, or upon mutual agreement by the State and Borrower. The State may honor requests for just and equitable compensation to the Borrower 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 State and the State will no longer be liable to pay the borrower for any further charges to the loan.

property where loan activities will be undertaken and that is not owned by the Borrower. Evidence of access must be provided to the State at its request.

XXIV. BIDS, CONTRACTORS

(A) For contracts for work performed under this agreement that totals \$20,000 or more, the Borrower shall provide, or cause to be provided, the qualifications of the selected contractor(s) to the State. The State reserves the right to object to the selected contractor(s) or their qualifications. If the State has objections, it will inform the Borrower in writing within thirty (30) days of receipt of the selected contractor's qualifications.

(B) For any contract for work performed under this agreement that totals \$20,000 or more, except professional services, the Borrower shall solicit, or cause to be solicited, bids from at least three qualified contractors. The way in which bids or requests for quotes (RFQs) are solicited must be done in a manner acceptable to the Borrower. The Borrower shall provide the State copies of the bid specifications, proof of bid solicitation to at least three qualified contractors, copies of all bids received, a bid tabulation, and a written contractor recommendation. If the contractor that submitted the lowest bid is not the contractor selected, the Borrower must submit written justification for the selection.

(C) Any contractor(s) retained for corrective action on regulated underground storage tanks shall be a qualified underground storage tank consultant that meets the requirements of Section 21325 of Part 213, Leaking Underground Storage Tanks of the NREPA.

(D) Any contractor(s) and professionals retained with state funds must possess appropriate qualifications, experience, licensing, and insurance for the work including but not limited to, surveying; engineering; for asbestos, lead, mold, and hazardous material abatement; and transport, storage, and disposal of hazardous and non-hazardous waste.

(E) All subsurface work on contaminated properties including penetrating or disturbing the existing surfaces, work with subsurface infrastructure, monitoring wells or sewers, handling of existing soil, sediments or groundwater, or any other site activity with the reasonable potential for exposure must be conducted by personnel currently certified under HAZWOPER, MIOSHA-STD-1216 and 29 CFR 1910.120.

(F) Contractor markup on subcontractors and equipment is limited to a maximum of ten percent (10%) of the original cost, and subject to approval by the State.

XXV. WORK PLANS AND PROJECT IMPLEMENTATION

(A) Prior to conducting any activities except property acquisition under the Agreement, the Borrower or its contractor shall submit a detailed work plan to the State for its approval. Work plans must include a description of the proposed activities, a budget and draw request, and a schedule for conducting the activities under Appendix A. A supplementary work plan, budget and draw request, and schedule are required for each subsequent phase of work. The Borrower and its contractor shall not proceed with loan-funded activities until the State approves the work plan, budget, and schedule in writing. The State may approve, modify and approve, or require amendments to the work plan.

(B) The Borrower or its contractor shall implement the work plan upon the State's written approval and according to the schedules contained therein. Changes or additions to the work plan may be submitted in writing and are subject to approval by the State. Changes to work plans without prior approval from the State, or performance of activities that are not part of an approved work plan or an amendment to a work plan, are considered ineligible expenses and may result in the Borrower being responsible for payment of unapproved activities.

XXVI. INELIGIBLE EXPENSES

Although the following costs may be related to the scope of work described in Appendix A, the following are ineligible for reimbursement under the loan:

Office equipment; software; insurance; taxes, except sales taxes; replacement or purchase of equipment; drinking water supply replacement, defined as but is not limited to, providing bottled water, constructing a new well, and extending or constructing a water supply system; operation and maintenance of long term response and due care activities; restoration of property or infrastructure, unless included in Appendix A; fees for attorneys or legal advice except for administrative or management costs directly related to implementing the loan; loan recipient staff time for application submittal; costs for eligible activities reimbursed under the Brownfield Redevelopment Financing Act, 1996 Public Act 381, as amended (Act 381); costs incurred for activities outside a State-approved work plan; labor overtime rates; and training.

Travel costs for either vehicle use or vehicle mileage will be reimbursed, but not both. Vehicle mileage will be reimbursed at a maximum of the federal rate allowed by the Internal Revenue Service at the time the costs are incurred.

Fees, such as those incurred for state or local permits; underground storage tank registration; late fees; or other fees may be eligible at the State's discretion. Other expenses may be determined ineligible in the course of invoice reviews.

XXVII. OTHER TERMS AND CONDITIONS

(A) Loan Administration costs are eligible for reimbursement in accordance with Appendix A. Loan administration costs will be limited to three percent (3%) of the total award amount.

(B) The State may withhold the loan until the State determines that the Borrower is able to proceed with the project scope described in Appendix A, pursuant to Part 196, Section 19612(3), of the NREPA.

(C) Following completion of the project, the State may conduct compliance inspections to determine whether the project is being maintained for the use specified in this Agreement.

(D) The Borrower acknowledges, by signature of this Agreement, that the State is not obligated to provide additional funding beyond the Agreement amount should additional environmental costs be necessary to complete the project.

(E) The Loan Recipient acknowledges by its signature of this Agreement that there have been no material changes in the economic development proposal, property ownership, or other conditions of

the property or project since the date the loan funds were awarded. If the proposed development changes, the Borrower shall immediately notify the State in writing.

(F) If necessary to allow for completion of the project, the Borrower and State may mutually agree to extend the term of the Agreement. Agreement extensions should be requested by the Borrower or the State in writing, prior to the Agreement end date. This Agreement may only be extended by a signed agreement between both parties.

XXVIII. SUCCESSOR PARTIES

At any time, the Borrower may substitute any affiliate or successor in interest after a merger or consolidation or other legal act that transfers fiduciary responsibility of the Borrower through receivership, etc. for this Agreement and all other documents related to the Loan. Similarly, any statutory successor or successor agency named in an Executive Order of the Governor may be substituted for the Department of Environment, Great Lakes, and Energy in this Agreement and all other documents related to the Loan. Each party shall notify the other in writing of a substitution under this section.

XXIX. LOAN TERMS

(A) The Borrower understands that regardless of any financial assurance agreement between the Borrower and the developer, the final line of security on all loans is state payments including state revenue sharing.

(B) Borrowers shall submit with the Loan application, a resolution that provides a formal commitment to take on and repay the loan. The resolution is attached to this Agreement as Appendix C.

(C) Loan repayments are made in equal annual installments of principal and interest beginning not later than five (5) years after the date of the first draw of the loan and concluding not later than 15 years after the first draw of the loan. Appendix B contains the Amortization Schedule for this Loan. There is no penalty for early repayment of the loan. If the loan is repaid in full prior to the Interest Start Date, no interest shall be charged on the loan principal.

(D) The interest rate established when the loan is executed will remain in effect throughout the term of the loan.

(E) Interest on approved loans is fixed and is calculated under simple interest terms, based on a 360-day year. Interest is charged on the remaining principal beginning five years from the Loan Execution Date. See the attached Amortization Schedule in Appendix B of this Agreement.

(F) Borrowers should deposit funds disbursed under a Brownfield Redevelopment Loan into a segregated account where the funds will not be commingled with other funds. Funds disbursed under a Brownfield Redevelopment Loan may be used solely for payment of expenses incurred under approved work plans.

(G) Any interest earned by the Borrower on loan funds disbursed for an approved work plan, shall be reported in each quarterly progress report with supporting documentation. The interest earned is

treated the same as the loan funds, and must be used for approved project costs. If interest earned is used for eligible project expenses, the borrower must provide copies of invoices and payment evidence for the interest as well as for the loan funds used.

XXX. REPAYMENTS/DELINQUENCY/DEFAULTS

(A) A Borrower may pay off a portion or the entire amount of the loan within the first five (5) years without interest or penalty. Any partial payments made during the first five (5) years of the term of the Loan will reduce the principal amount of the Loan subject to interest beginning in year six (6). If partial repayments are made during the first five (5) years, a new Amortization Schedule will be provided by the State to the Borrower reflecting those transactions and the new balance. No prepayment shall relieve the Borrower's obligation to make subsequent scheduled annual payments when due.

(B) The Borrower shall remit annual payments in accordance with the annual payment notice letter provided by the State.

(C) Annual payments unpaid 30 days after the annual due date can be considered delinquent.

(D) A loan can be considered in default when the annual payment remains unpaid 90 days after the annual due date.

(E) Upon default, the Department of Treasury can withhold from the Borrower state payments in amounts consistent with the repayment schedule of the Loan Agreement until the Loan is repaid.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.

APPENDIX A

APPENDIX A

for **BROWNFIELD REDEVELOPMENT GRANT / LOAN AGREEMENT**

Project Details			
Project Name and Address	Michigan Maple Block 1420 Standish Petoskey, MI 49770	Grantee / Borrower	City of Petoskey
Tracking Code	2023-2536	Location Code	6K23
Capital Investment	\$50,000,000	Jobs Created	10 full-time equivalent
Total Grant Funding	\$1,000,000	Total Loan Funding	\$1,000,000

PROJECT DESCRIPTION:

The grant and loan will be used to facilitate the redevelopment of a former wood block manufacturing facility near downtown Petoskey. The development will consist of a 200+ workforce and market-rate unit development. This mixed-use complex consists of eight residential buildings, one commercial building, a dog park, swimming pool, and river access to the Bear River with an extension of the non-motorized path called the Greenway link.

The property includes a former wood block manufacturing plant, believed to be the source of soil and groundwater contamination which pose a vapor intrusion risk to the future buildings. Grant and loan funding will be used to address contaminated soil and groundwater encountered during construction and install vapor mitigation systems in the new buildings.

ANTICIPATED SCOPE OF WORK / BUDGET: The scope of work will take place within the project boundaries identified in Figure 1 and includes the following activities to facilitate the safe reuse of the property:

1. Due care including, but not limited to, health and safety plans, preparation of Documentation of Due Care Compliance and/or Response Activity Plans, additional due care investigation, management of contaminated soil, soil excavation, transport and disposal, dewatering and disposal of contaminated groundwater, design, installation and commissioning of a vapor mitigation system(s), and specialized foundations.
2. To request closeout of the grant/loan, the Grantee must provide a comprehensive grant/loan closeout report in the format provided by EGLE. The report will include a summary of each activity completed under the grant/loan, relevant documentation, and any outstanding deliverables.
3. During the time of the grant funded activities, the Grantee is required to install a full color, 48" by 96" grommited vinyl sign, or equivalent, on the property displaying the Department of Environment, Great Lakes, and Energy (EGLE) logo. An image file with the sign design will be provided to the Grantee by the brownfield coordinator.

4. Grant/loan administration including, but not limited to grant management, tracking, and reporting activities by Grantee.
5. Contingency for unanticipated conditions that may be encountered during the performance of eligible activities. Contingency will not be utilized without authorization from EGLE.

PROJECT BUDGET		
Task	Grant	Loan
1. Due Care	\$800,000	\$850,000
2. EGLE Grant/Loan Closeout Report	\$5,000	\$0
3. EGLE Sign	\$500	\$0
4. Grant/Loan Administration (up to 3 percent of grant or loan amount)	\$44,500	\$0
5. Contingency (up to 15 percent of grant or loan amount)	\$150,000	\$150,000
Total	\$1,000,000	\$1,000,000

In addition to the broad budget items above, the grant and/or loan may be used for work plan and budget development, bid solicitation, technical specifications, oversight, project management, reporting and other task related activities approved by the EGLE brownfield coordinator. All grant- or loan-eligible work, including tasks not listed above, must be approved in advance. Work completed without an approved work plan may not be eligible for grant or loan reimbursement.

The grant and loan administration and EGLE sign budgets are approved upon signature of this agreement. Prior to the start of any other grant- or loan-eligible work, a work plan must be submitted to EGLE for review and approval.

A pre-approved budget amount for work plan development is provided that includes up to \$1,000 per work plan for site assessment work and up to \$2,500 per work plan for all other activities. If development of a work plan is expected to cost more than the pre-approved budgets, the anticipated cost to develop the work plan must be approved by the brownfield coordinator in advance, or the excess cost will not be eligible for reimbursement. Work plan development will be paid for under the appropriate budget items listed above.

Progress reports must be submitted quarterly even if no expenses were incurred during the quarter. Progress reports must include invoices for expenses incurred during the quarter.

Project deliverables for activities paid for by the grant and loan must be provided to EGLE throughout the course of the grant and loan. Deliverables may include, but are not limited to, bid documentation as required by the agreement, invoices and appropriate backup documentation for reimbursement, technical reports, and summaries of activities completed under the grant and loan (including dates, quantities, transport and/or disposal documentation, monitoring summaries, photos, logs, figures/as built drawings/site plans, data/analytical results, or other relevant documentation.) A copy of EGLE’s Brownfield Grant and Loan Deliverable Guidance will be provided during the Kick-Off Meeting or can be requested at any time.

Ten percent of the grant award or amount spent will be retained by EGLE until the project is complete, including receipt of all deliverables, closeout reporting, and documentation that the vapor mitigation system is fully commissioned and operating as designed.

SCHEDULE: The grant and loan administration will be conducted during the entire length of the agreement. Work under the contingency task will be completed as necessary. Following the start of the agreement, the remaining tasks are anticipated to be conducted in the timeframes described below.

Task #	Task	Schedule (Months following signed agreement)
1	Due Care Investigation	(Months 1-2)
1	Soil & Groundwater Management, Vapor Mitigation Design and Installation, Installation of Specialized Foundations	(Months 4-24)
1	Vapor Mitigation Performance Testing	(Months 24-36)
2	EGLE Grant/Loan Closeout Report	(Month 35-36)

A more detailed schedule for above tasks shall be provided by the Grantee within the project work plans.

**APPENDIX B
AMORTIZATION SCHEDULE**

APPENDIX C
LOCAL UNIT OF GOVERNMENT RESOLUTION



BOARD: City Council

MEETING DATE: August 21, 2023 **DATE PREPARED:** August 14, 2023

AGENDA SUBJECT: Approval of a State High Water Infrastructure Grant Agreement between the Michigan Department of Environment, Great Lakes, and Energy and the City of Petoskey

RECOMMENDATION: Consider approval of the grant agreement with the Michigan Department of Environment, Great Lakes and Energy (EGLE).

Background Last November, the City submitted a grant to the Michigan Department of Environment, Great Lakes, and Energy through the State High Water Infrastructure Grant program. The scope of the grant will provide the City with 100% design and construction drawings for a plan to rebuild the Little Traverse Wheelway and stabilize a mile long section of 120 foot high coastal bluff along the Little Traverse Bay.

The City has been recommended funding of \$800,000 through the grant program with a \$200,000 local match pending the approval of the grant agreement. This is a budgeted item in the 2024 Capital Improvement Plan.

Action That City Council consider a motion to approve the design and construction grant agreement through the State High Water Infrastructure Grant Program and authorize Shane Horn, City Manager, or his designee to serve as the City's representative for this project.

kk
Enclosure



Resolution No. 23 - ____

WHEREAS, the City of Petoskey desires to identify design and construction drawings and costs to restore the Little Traverse Wheelway damaged area; and

WHEREAS, the portion of the Little Traverse Wheelway experienced a slope failure in 2020 and has not been accessible to the public since and is in need of an engineering and design study to determine reconstruction costs; and

WHEREAS, establishing costs and design to reconstruct the closed section contributes to the goals and objectives identified in the 2023-2027 City of Petoskey's Parks and Recreation Master Plan, outlining the need and the desire to reconstruct the Little Traverse Wheelway; and

WHEREAS, the City of Petoskey has been recommended for funding from the State of Michigan Department of Environment, Great Lakes and Energy (EGLE) through the State High Water Infrastructure Grant Program; and

WHEREAS, request that the City Council consider approving the grant agreement provided by the State:

NOW, THEREFORE, BE IT RESOLVED, that the City of Petoskey City Council authorizes Shane Horn, City Manager, or his designee to serve as the City's representative for this project and authorize the approval of the grant agreement.

I, Sarah Bek, City 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 21st day of August, 2023, and of the whole thereof.

In witness where of, I have here unto set my hand and affirmed the corporate seal of said City this ____ day of August, 2023.

Sarah Bek, City Clerk



STATE HIGH WATER INFRASTRUCTURE GRANT AGREEMENT
BETWEEN THE
MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
AND THE
CITY OF PETOSKEY

This Grant Agreement (Agreement) is made between the Michigan Department of Environment, Great Lakes, and Energy, Water Resources Division (State), and the city of Petoskey (Grantee).

The purpose of this Agreement is to provide funding in exchange for work to be performed for the project named below. The State is authorized to provide grant assistance pursuant to Section 1006 of Public Act 87 of 2021. Legislative appropriation of funds for grant assistance is set forth in Public Act 166 of 2022. This Agreement is subject to the terms and conditions specified herein.

PROJECT INFORMATION:

Project Name: Little Traverse Wheelway Restoration Design Study

Project #: 2023-SHWI-008

Amount of Grant: \$800,000

% of Grant State 100 / % of Grant Federal 0

Amount of Match: \$200,000 = 25%

PROJECT TOTAL: \$1,000,000 (grant plus match)

Start Date: 7/1/2023

End Date: 3/31/2025

GRANTEE CONTACT INFORMATION:

Name/Title: Kendall Klingelsmith, CPRP, Director of Parks and Recreation

Organization: City of Petoskey

Address: 101 East Lake Street

City, State and ZIP: Petoskey, Michigan 49770

Phone Number: 231-347-2500

Fax Number: N/A

Email Address: kklingelsmith@petoskey.us

Federal ID Number (Required for Federal Funding): 38-6004583

Grantee DUNS/UEI Number (Required for Federal Funding): XUWLKN34BAK1

SIGMA Vendor Number: CV0047721

STATE CONTACT INFORMATION:

Name/Title: Emily Kirkpatrick, Coastal Hazards Coordinator

Division: Coastal Management Program Unit, Water Resources Division

Address: P.O. Box 30458

City, State and ZIP: Lansing, Michigan 48909-7958

Phone Number: 517-290-5476

Fax Number: 517-241-9003

Email Address: KirkpatrickE@Michigan.gov

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.

FOR THE GRANTEE:

Signature	Kendall Klingelsmith Director of Parks and Recreation	Date
-----------	--	------

FOR THE STATE:

Signature	Teresa Seidel, Director Water Resources Division	Date
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I. PROJECT SCOPE

This Agreement and its appendices constitute the entire Agreement between the State and the Grantee and may be modified only by written agreement between the State and the Grantee.

(A) The scope of this project is limited to the activities specified in Appendix A and such activities as are authorized by the State under this Agreement. Any change in project scope requires prior written approval in accordance with Section III, Changes, in this Agreement.

(B) By acceptance of this Agreement, the Grantee commits to complete the project identified in Appendix A within the period allowed for in this Agreement and in accordance with the terms and conditions of this Agreement.

II. AGREEMENT PERIOD

Upon signature by the State, the Agreement shall be effective from the start date until the end date on page 1. The State shall have no responsibility to provide funding to the Grantee for project work performed except between the start date and the end date specified on page 1. Expenditures made by the Grantee prior to the start date or after the end date of this Agreement are not eligible for payment under this Agreement.

III. CHANGES

Any changes to this Agreement other than budget line item revisions less than 10 percent of the budget line item shall be requested by the Grantee or the State in writing and implemented only upon approval in writing by the State. The State reserves the right to deny requests for changes to the Agreement or to the appendices. No changes can be implemented without prior approval by the State.

IV. GRANTEE DELIVERABLES AND REPORTING REQUIREMENTS

The Grantee shall submit deliverables and follow reporting requirements specified in Appendix A of this Agreement.

(A) The Grantee must complete and submit quarterly financial and progress reports according to a form and format prescribed by the State and must include supporting documentation of eligible project expenses. These reports shall be due according to the following:

Reporting Period	Due Date
October 1 – December 31	January 31
January 1 – March 31	April 30
April 1 – June 30	July 31
July 1 – September 30	To be determined*

*Due to the State's year-end closing procedures, there will be an accelerated due date for the report covering July 1 – September 30. Advance notification regarding the due date for the quarter ending September 30 will be sent to the Grantee.

If the Grantee is unable to submit a report in early October for the quarter ending September 30, an estimate of expenditures through September 30 must be submitted to allow the State to complete its accounting for that fiscal year.

The forms provided by the State shall be submitted to the State's contact at the address on page 1 of this Agreement. All required supporting documentation (invoices, proof of payment, etc.) for all expenses must be itemized and included with the report submitted by the respective Grantee Contact specifying the amount of reimbursement being requested for the respective reporting period.

(B) The Grantee shall provide the final grant quarter report in a format prescribed by the State and specified in Appendix A. The Grantee shall submit the final quarter report, including all supporting documentation for expenses within 30 days from the end date of this Agreement.

(C) The Grantee must provide all work products and deliverables in accordance with Appendix A.

(D) All work products shall acknowledge that the grant was supported in whole or in part by the State per the guidelines provided by the State.

(E) If 30 percent or more of the grant amount is expended in a single quarter, payment requests may be submitted once monthly during that quarter.

V. GRANTEE RESPONSIBILITIES

(A) The Grantee agrees to abide by all applicable local, state, and federal laws, rules, ordinances, and regulations in the performance of this Agreement.

(B) All local, state, and federal permits, if required, are the responsibility of the Grantee. Award of this Agreement is not a guarantee of permit approval by the State.

(C) The Grantee shall be solely responsible to pay all applicable taxes and fees, if any, that arise from the Grantee's receipt or execution of this Agreement.

(D) The Grantee is responsible for the professional quality, technical accuracy, timely completion, and coordination of all designs, drawings, specifications, reports, and other services submitted to the State under this Agreement. The Grantee shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in drawings, designs, specifications, reports, or other services.

(E) The State's approval of drawings, designs, specifications, reports, and incidental work or materials furnished hereunder shall not in any way relieve the Grantee of responsibility for the technical adequacy of the work. The State's review, approval, acceptance, or payment for any of the services shall not be construed as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(F) The Grantee acknowledges that it is a crime to knowingly and willingly file false information with the State for the purpose of obtaining this Agreement or any payment under the Agreement, and that any such filing may subject the Grantee, its agents, and/or employees to criminal and civil prosecution and/or termination of this Agreement.

VI. USE OF MATERIAL

Unless otherwise specified in this Agreement, the Grantee may release information or material developed under this Agreement, provided it is acknowledged that the State funded all or a portion of its development.

The State, and federal awarding agency, if applicable, retains a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, and use in whole or in part, and authorize others to do so, any copyrightable material or research data submitted under this Agreement whether or not the material is copyrighted by the Grantee or another person. The Grantee will only submit materials that the State can use in accordance with this paragraph.

VII. ASSIGNABILITY

The Grantee shall not assign this Agreement or assign or delegate any of its duties or obligations under this Agreement to any other party without the prior written consent of the State. The State does not assume responsibility regarding the contractual relationships between the Grantee and any subcontractor.

VIII. SUBCONTRACTS

The State reserves the right to deny the use of any consultant, contractor, associate, or other personnel to perform any portion of the project. The Grantee is solely responsible for all contractual activities performed under this Agreement. Further, the State will consider the Grantee to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the anticipated grant. All subcontractors used by the Grantee in performing the project shall be subject to the provisions of this Agreement and shall be qualified to perform the duties required.

IX. NONDISCRIMINATION

The Grantee shall comply with the Elliott Larsen Civil Rights Act, 1976 PA 453, as amended, MCL 37.2101 *et seq.*; the Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended, MCL 37.1101 *et seq.*; and all other federal, state, and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Agreement, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Grantee agrees to include in every subcontract entered into for the performance of this Agreement this covenant not to discriminate in employment. A breach of this covenant is a material breach of this Agreement.

X. UNFAIR LABOR PRACTICES

The Grantee shall comply with the Employers Engaging in Unfair Labor Practices Act, 1980 PA 278, as amended, MCL 423.321 *et seq.*

XI. LIABILITY

(A) The Grantee, not the State, is responsible for all liabilities as a result of claims, judgments, or costs arising out of activities to be carried out by the Grantee under this Agreement, if the liability is caused by the Grantee, or any employee or agent of the Grantee acting within the scope of their employment or agency.

(B) Nothing in this Agreement should be construed as a waiver of any governmental immunity by the Grantee, the State, its agencies, or their employees as provided by statute or court decisions.

XII. CONFLICT OF INTEREST

No government employee, or member of the legislative, judicial, or executive branches, or member of the Grantee's Board of Directors, its employees, partner agencies, or their families shall benefit financially from any part of this Agreement.

XIII. ANTI-LOBBYING

If all or a portion of this Agreement is funded with federal funds, then in accordance with Title 2 of the Code of Federal Regulations (CFR), Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as appropriate, the Grantee shall comply with Title 18 of the United States Code (U.S.C.), Section 1913, Lobbying with Appropriated Moneys, commonly known as the Anti-Lobbying Act, which prohibits the use of all project funds regardless of source, to engage in lobbying the state or federal government or in litigation against the State. Further, the Grantee shall require that the language of this assurance be included in the award documents of all subawards at all tiers.

If all or a portion of this Agreement is funded with state funds, the Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of lobbying as defined in the State of Michigan's lobbying statute, Lobbyists, Lobbying Agents, and Lobbying Activities, 1978 PA 472, as amended, specifically MCL 4.415(2), which states "Lobbying means communicating directly with an official of the executive branch of state government or an official in the legislative branch of state government for the purpose of influencing legislative or administrative action." The Grantee shall not use any of the grant funds awarded in this Agreement for the purpose of litigation against the State. Further, the Grantee shall require that language of this assurance be included in the award documents of all subawards at all tiers.

XIV. DEBARMENT AND SUSPENSION

By signing this Agreement, the Grantee certifies that it has checked the federal debarment and suspension list at www.SAM.gov to verify that its agents and its subcontractors:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or the state.
- (2) Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, as defined in 45 CFR, Part 1185, Governmentwide Debarment and Suspension (Nonprocurement); violation of federal or state

antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses enumerated in subsection (2).
- (4) Have not within a three-year period preceding this Agreement had one or more public transactions (federal, state, or local) terminated for cause or default
- (5) Will comply with all applicable requirements of all other state or federal laws, executive orders, regulations, and policies governing this program.

XV. AUDIT AND ACCESS TO RECORDS

The State reserves the right to conduct a programmatic and financial audit of the project, and the State may withhold payment until the audit is satisfactorily completed. The Grantee will be required to maintain all pertinent records and evidence pertaining to this Agreement, including grant and any required matching funds, in accordance with generally accepted accounting principles and other procedures specified by the State. The State or any of its duly authorized representatives must have access, upon reasonable notice, to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee will provide proper facilities for such access and inspection. All records must be maintained for a minimum of five years after the final payment has been issued to the Grantee by the State.

XVI. INSURANCE

(A) The Grantee must maintain insurance or self-insurance that will protect it from claims that may arise from the Grantee's actions under this Agreement.

(B) The Grantee must comply with applicable workers' compensation laws while engaging in activities authorized under this Agreement.

XVII. OTHER SOURCES OF FUNDING

The Grantee guarantees that any claims for reimbursement made to the State under this Agreement must not be financed by any source other than the State under the terms of this Agreement. If funding is received through any other source, the Grantee agrees to delete from Grantee's billings or to immediately refund to the State the total amount representing such duplication of funding.

XVIII. COMPENSATION

(A) A breakdown of costs allowed under this Agreement is identified in Appendix A. The State will pay the Grantee a total amount not to exceed the amount on page 1 of this Agreement, in accordance with Appendix A, and only for expenses incurred and paid. All other costs necessary to complete the project are the sole responsibility of the Grantee.

(B) Expenses incurred by the Grantee prior to the start date or after the end date of this Agreement are not allowed under this Agreement.

(C) The State will approve payment requests after approval of reports and related documentation as required under this Agreement.

(D) The State reserves the right to request additional information necessary to substantiate payment requests.

(E) Payments under this Agreement may be processed by Electronic Funds Transfer (EFT). The Grantee may register to receive payments by EFT at the SIGMA Vendor Self Service web site at <https://sigma.michigan.gov/webapp/PRDVSS2X1/AltSelfService>.

(F) An amount equal to 10 percent of the grant award will be withheld by the State until the project is completed in accordance with Section XIX, Closeout, and Appendix A of this Agreement.

(G) The Grantee is committed to the match percentage on page 1 of this Agreement in accordance with Appendix A. The Grantee shall expend all local match committed to the project by the end date on page 1 of this Agreement.

XIX. CLOSEOUT

(A) A determination of project completion, which may include a site inspection and an audit, shall be made by the State after the Grantee has met any match obligations, satisfactorily completed the activities, and provided products and deliverables described in Appendix A.

(B) Upon issuance of final payment from the State, the Grantee releases the State of all claims against the State arising under this Agreement. Unless otherwise provided in this Agreement or by state law, final payment under this Agreement shall not constitute a waiver of the State's claims against the Grantee.

(C) The Grantee shall immediately refund to the State any payments in excess of the costs allowed by this Agreement.

XX. CANCELLATION

This Agreement may be canceled by the State, 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 State and Grantee. The State 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 State, and the State will no longer be liable to pay the Grantee for any further charges to the grant.

XXI. TERMINATION

(A) This Agreement may be terminated by the State as follows.

(1) Upon 30 days' written notice to the Grantee:

- a. If the Grantee fails to comply with the terms and conditions of this Agreement, the requirements of the authorizing legislation cited on page 1, or the rules promulgated thereunder or other applicable law or rules.
- b. If the Grantee knowingly and willingly presents false information to the State for the purpose of obtaining this Agreement or any payment under this Agreement.

- c. If the State finds that the Grantee, or any of the Grantee's agents or representatives, offered or gave gratuities, favors, or gifts of monetary value to any official, employee, or agent of the State in an attempt to secure a subcontract or favorable treatment in awarding, amending, or making any determinations related to the performance of this Agreement.
- d. If the Grantee or any subcontractor, manufacturer, or supplier of the Grantee appears in the register of persons engaging in unfair labor practices that is compiled by the Michigan Department of Licensing and Regulatory Affairs or its successor.
- e. During the 30-day written notice period, the State shall withhold payment for any findings under subparagraphs a. through d., above and the Grantee will immediately cease charging to the grant and stop earning match for the project (if applicable).

(2) Immediately and without further liability to the State if the Grantee, any agent of the Grantee, or any agent of any subcontract is:

- a. Convicted of a criminal offense incident to the application for or performance of a state, public, or private contract or subcontract.
- b. Convicted of a criminal offense, including but not limited to any of the following: embezzlement, theft, forgery, bribery, falsification, destruction of records, receiving stolen property, or attempting to influence a public employee to breach the ethical conduct standards for State of Michigan employees.
- c. Convicted under state or federal antitrust statutes.
- d. Convicted of any other criminal offense that, in the sole discretion of the State, reflects on the Grantee's business integrity.
- e. Added to the federal or state suspension and debarment list.

(B) If the grant is terminated, the State reserves the right to require the Grantee to repay all or a portion of funds received under this Agreement.

XXII. IRAN ECONOMIC SANCTIONS ACT

By signing this Agreement, the Grantee is certifying that it is not an Iran linked business and that its contractors are not Iran linked businesses, as defined in the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.312.

XXIII. DISCLOSURE OF INFORMATION

All reports and other printed or electronic material prepared by or for the Grantee under this Agreement will not be distributed without the prior written consent of the State except for items disclosed in response to a court order, subpoena, or Freedom of Information Act, 1976 PA 442, as amended, request.

XXIV. PREVAILING WAGE

This project is subject to the Davis-Bacon Act of 1931, as amended, 40 U.S.C., Section 276a, *et seq.*, which requires that prevailing wages and fringe benefits be paid to contractors and subcontractors performing on federally funded projects over \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or works.

XXV. PROGRAM GENERAL PROVISIONS

(A) Extensions. In accordance with Section III, Changes, of this Agreement, the Grantee shall submit to the State for review and approval written change requests no less than 90 days prior to the end date of this Agreement. The Grantee shall provide justification for the extension and the requested new end date of the Agreement.

(B) The Grantee shall ensure that any field work conducted for this project, including construction activities; surveys; or educational, training, or volunteer programs or activities, will be conducted in accordance with appropriate, federal, state, and local laws and will follow recognized best practices and take the necessary steps to minimize the risk of spreading terrestrial and aquatic invasive species and minimize the impact to the human environment during this project. The Grantee's selection of project-appropriate measures is required to take into consideration the type of work being conducted and the specific site situation, including the changes in risk level according to season and weather.

(C) All work products must include the State's logo and have acknowledgement to the financial assistance provided by the State High Water Infrastructure Grant Program, authorized under Section 1006 of Public Act 87 of 2021.

(D) For construction projects, the Grantee agrees that any construction project will be properly and efficiently administered, operated, and maintained for the purpose authorized by this Agreement and in accordance with the provisions of the award for its estimated useful life.

(E) The Grantee is responsible for safety in the project, including the safety of project personnel, associates, visitors, and volunteers.

(F) For construction projects, the Grantee shall acquire all federal, state, and local required permits prior to any earth movement can commence on any aspects of the construction project.

(G) For projects installing signs, signage must include grant acknowledgment that the project is being funded under the State High Water Infrastructure Grant Program from the State as authorized under Section 1006 of Public Act 87 of 2021.

(H) The Grantee shall submit quarterly progress and financial reports as specified in Section XVIII, Compensation, of this Agreement and reimbursements shall be based on costs-incurred and paid by the end date of the respective reporting period. The Grantee shall provide the following to the State when submitting quarterly reports:

- (1) A written request submitted by the Grantee Contact to the State Contact by means of an email, cover letter, or invoice for the respective reporting period.
- (2) Corresponding narrative quarterly progress and financial status report as provided by the State.
- (3) PDF copies of supporting documentation that correspond to the reimbursement request and match earned for the respective reporting period.
- (4) Proof of Payment. The Grantee must provide proof of payment for expenses incurred and paid upon request by the State.

(l) The Grantee shall submit to the State the final quarter report no later than 30 days past the end date of this Agreement. The final quarter report shall include:

- (1) A written request submitted by the Grantee Contact to the State Contact by means of an email, cover letter, or invoice for the respective reporting period, including a statement of final close-out of all tasks, completion, and submittal of work products as outlined in Appendix A and the final reimbursement request.
- (2) Corresponding narrative progress and financial status report as provided by the State.
- (3) PDF copies of supporting documentation that correspond to the final reimbursement request and match earned for the grant close-out.
- (4) If the project involved construction, submit a set of high-quality color photographs depicting the before and after project construction, including photograph of signage, as appropriate.

Appendix A: Project Specifications

Section I - Project Description

The city of Petosky will produce 100% design and construction drawings for a plan to rebuild the Little Traverse Wheelway in place and stabilize a mile long section of a 120-foot-high coastal bluff along the Little Traverse Bay. A large section of the coastal bluff collapsed during a Lake Michigan storm event on April 13, 2020, destroying approximately 150 lineal feet (LF) of trailway. The bluff continues to be unstable slopes, wave-induced erosion, storm water runoff, and groundwater saturation. Additional large sections of bluff continue to collapse, and these multiple slope failures have washed out portions of the trailway and threaten US Highway 31.

The conceptual design includes a combination of regrading, subsurface drainage, and/or shallow slope reinforcement (i.e., soil nails), to stabilize the slope; cobble beach and rubble mound features for shoreline stabilization; and remediation of the trailway and coastal bluff landscape. The design will utilize softer shoreline protection, minimize lakebed impacts, and enhance and preserve sensitive aquatic habitat to the extent feasible.

Project tasks include completing field investigations, which will include drilling and instrumenting approximately eight soil borings with monitoring wells and/or piezometers. The city of Petosky will collect survey data on locations and elevations of the new soil borings/monitoring wells and monitor groundwater levels for approximately six months.

The engineering analysis will consist of cross-disciplinary geotechnical, hydrogeological, and coastal analyses of existing site conditions. The environmental conditions analyses will be updated, including coastal processes and slope stability modeling. Existing coastal conditions will be summarized, and coastal processes models will be refined (i.e., waves, overtopping, sediment transport, and lakebed erosion). A regional hydrogeologic study will be completed based on the data obtained from the field investigation program, evaluating the static groundwater table and the groundwater table response during precipitation/melt events. Potentiometric maps will be prepared, and slope stability models will be calibrated.

Preliminary designs will be developed, including plans, profiles, details, and renderings. All applicable federal, state, and local permits will be applied for and obtained. The design will be refined and optimized, and final design and construction documents will be completed. Throughout the project, team meetings and public presentations will occur.

The final work product will be a bidding package for rebuilding the Little Traverse Wheelway, including a Project Manual (bidding instructions and contractual requirements, technical specifications, and construction drawings), an opinion of probable construction costs, and final basis of design report.

Section II - Project Tasks and Schedule

Tasks	Year						
	2023		2024			2025	
	Quarter						
	Jul - Sept	Oct - Dec	Jan - Mar	Apr - Jun	Jul - Sept	Oct - Dec	Jan - Mar
1. Conduct field investigations.	X	X	X	X			
2. Complete engineering analyses and regional hydrogeologic study.	X	X	X	X	X		
3. Develop preliminary designs.		X	X	X	X		
4. Develop, submit, and obtain all applicable federal, state, and local permits.		X	X	X	X	X	
5. Complete final design and construction documents.			X	X	X	X	X
6. Participate in project team meetings and lead public presentations.	X	X	X	X	X	X	X
7. Submit Quarterly Reports and final work products to the State Contact.	X	X	X	X	X	X	X

Section III - Project Budget

Please see attached Project Budget Form.

If you need this information in an alternate format, contact EGLE-Accessibility@Michigan.gov or call 800-662-9278.

EGLE does not discriminate on the basis of race, sex, religion, age, national origin, color, marital status, disability, political beliefs, height, weight, genetic information, or sexual orientation in the administration of any of its programs or activities, and prohibits intimidation and retaliation, as required by applicable laws and regulations. Questions or concerns should be directed to the Nondiscrimination Compliance Coordinator at EGLE-NondiscriminationCC@Michigan.gov or 517-249-0906.

This form and its contents are subject to the Freedom of Information Act and may be released to the public.



MICHIGAN DEPARTMENT OF ENVIRONMENT, GREAT LAKES, AND ENERGY
 WATER RESOURCES DIVISION
 STATE HIGH WATER INFRASTRUCTURE GRANT PROGRAM
 PROJECT BUDGET

Organization Name: City of Petoskey
 Project Name: Little Traverse Wheelway Restoration Design Study
 Project Number: 2023-SHWI-008

Staffing					
Name and Title of Staff	Hours	Rate	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Staffing Subtotal			\$ -	\$ -	\$ -

Fringe Benefits					
Fringe	Rate	Grant Amount	Local Match Amount	Total	
	0%	\$ -	\$ -	\$ -	\$ -
	0%	\$ -	\$ -	\$ -	\$ -
	0%	\$ -	\$ -	\$ -	\$ -
	0%	\$ -	\$ -	\$ -	\$ -
	0%	\$ -	\$ -	\$ -	\$ -
	0%	\$ -	\$ -	\$ -	\$ -
	0%	\$ -	\$ -	\$ -	\$ -
	0%	\$ -	\$ -	\$ -	\$ -
	0%	\$ -	\$ -	\$ -	\$ -
	0%	\$ -	\$ -	\$ -	\$ -
Fringe Benefits Subtotal		\$ -	\$ -	\$ -	\$ -
Staffing and Fringe Benefits Subtotal			\$ -	\$ -	\$ -

Contractual Services					
Name of Contractor	Hours or Units	Rate or Total	Grant Amount	Local Match Amount	Total
Baird and Associates	1.00	\$ 1,000,000.00	\$ 800,000.00	\$ 200,000.00	\$ 1,000,000.00
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Contractual Services Subtotal			\$ 800,000.00	\$ 200,000.00	\$ 1,000,000.00

Supplies and Materials					
Itemized Supplies and Materials	Quantity	Cost	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Supplies and Materials Subtotal			\$ -	\$ -	\$ -

Equipment (Any Item Over \$5,000)					
Itemized Equipment	Quantity	Cost	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
Equipment Subtotal			\$ -	\$ -	\$ -
Travel					
Mileage	Miles	Rate	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
Lodging	Nights	Rate	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
Meals	Quantity	Rate	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
Other Travel (Tolls, Parking, Etc.)	Quantity	Rate	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Travel Subtotal			\$ -	\$ -	\$ -
Other					
Description	Quantity	Cost	Grant Amount	Local Match Amount	Total
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
		\$ -	\$ -	\$ -	\$ -
Other Subtotal			\$ -	\$ -	\$ -
Project Subtotal					
			Grant Amount	Local Match Amount	Total
Project Subtotal			\$ 800,000.00	\$ 200,000.00	\$ 1,000,000.00
Indirect					
Indirect Approach	No Indirect Expenses Requested				
Rate	0.00%				
Indirect Subtotal			\$ -	\$ -	\$ -
What expense categories are included in the indirect calculation (e.g. salary and fringe, travel)?					
Grant and Match Budget					
Grant and Match Total			\$ 800,000.00	\$ 200,000.00	\$ 1,000,000.00
Project Percentage Split				25%	
Sources of Match					
Organization		Dollar Value Committed			
		In Kind	Cash	Total	
City of Petoskey		\$ -	\$ 200,000.00	\$ 200,000.00	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
		\$ -	\$ -	\$ -	
Subtotal		\$ -	\$ 200,000.00	\$ 200,000.00	
Total Match Must Equal Local Match Amount in Budget Sheet Above					\$ 200,000.00

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Michigan.gov/EGLE EQP9307 (Rev. 9/2022)



BOARD: City Council

MEETING DATE: August 21, 2023

PREPARED: August 16, 2023

AGENDA SUBJECT: Little Traverse Wheelway by W.F. Baird

RECOMMENDATION: That City Council authorize contracting with W.F. Baird and Associates Ltd, Madison, Wisconsin for engineering services associated with construction documents and probable costs for reconstruction of the Little Traverse Wheelway.

Background W.F. Baird and Associates, have done a considerable amount of consulting on this project and was originally contracted to provide the City with a slope failure study following the collapse of the trail and has done additional data collection since, most recently in January and February, 2023.

While Baird has substantial data collected from the original study, additional information through field investigations, engineering analysis and permitting are needed to develop design and construction drawings and opinion of probable costs. The process of the data collection, analysis, permitting and drawings are estimated between 14-18 months.

The State of Michigan, Department of Transportation has, at their expense, installed 3 monitoring wells along US-31, which has reduced the cost of this proposal.

Proposal W.F. Baird and Associates are the leading experts in waterfront revitalizations, shoreline protection, and recreational marina facilities. The proposal includes several tasks which will result in the feasibility of completing this project along with construction documents and probable costs.

Cost of proposal is \$1,010,200 for the above-mentioned scope

Review W.F Baird and Associates have a history of working on projects in Northern Michigan and were the engineers behind the Bayview Shoreline protection project and several studies for the City. The City has reviewed the proposal and is confident the outcomes of the plan will provide direction. This proposal is supported by \$800,000 EGLE grant and \$200,000 City match which is included in the 2024 Capital Improvement Plan.

Recommendation That City Council approve the contract by providing a motion “to authorize contracting with W.F Baird Ltd., Madison, Wisconsin for engineering services for field investigations, analysis/design, permitting and construction documents for the Little Traverse Wheelway in the amount of \$1,010,200.”

kk
Enclosures



WHEREAS, the City of Petoskey City Council hereby recognizes the need to work towards a solution to repair the Little Traverse Wheelway; and

WHEREAS, the City of Petoskey has worked with W.F. Baird and Associates, who have provided substantial survey data in the slope failure area; and

NOW, THEREFORE, BE IT RESOLVED, that the City of Petoskey City Council does and hereby confirms its intent to approve the proposal from W.F. Baird and Associates for \$1,010,200 to complete engineering services along the closed section of the Little Traverse Wheelway; and

BE IT FURTHER RESOLVED that the City of Petoskey City Council hereby confirms its intent to authorize the City Manager, or his designee, to serve as the City of Petoskey’s representative for the site study.

State of Michigan }
County of Emmet } SS
City of Petoskey }

I, Sarah Bek, 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 assembled on the 21st day of August, and of the whole thereof.

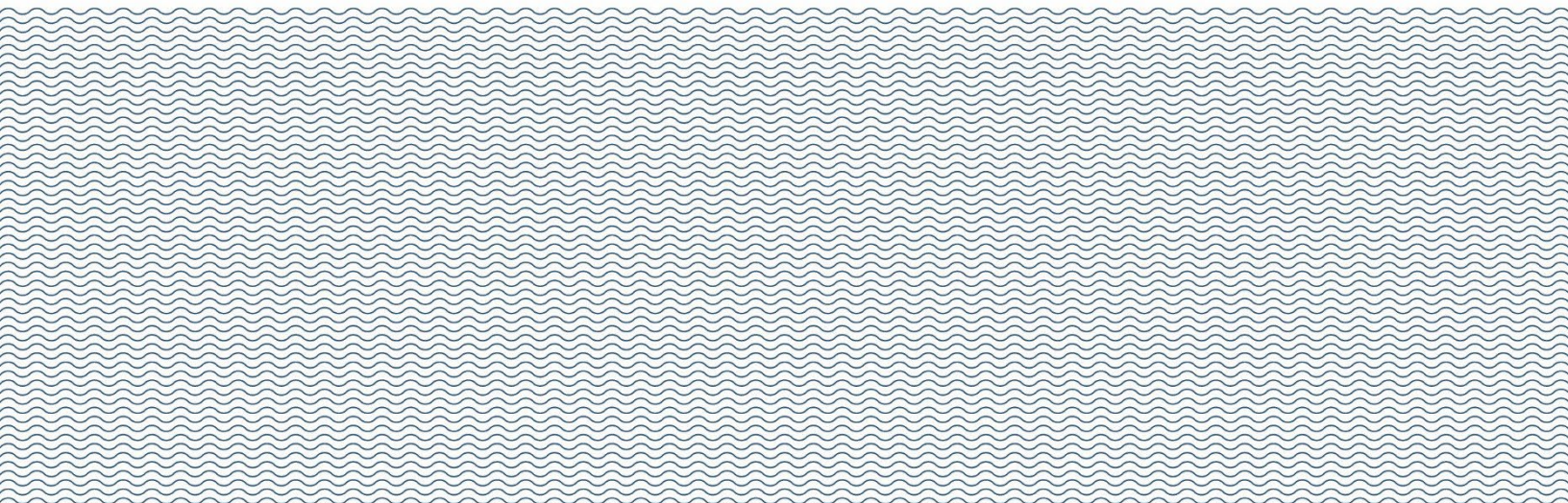
In witness where of I have here unto set my hand and affirmed the corporate seal of said City this 21st day of August, 2023.

Sarah Bek, City Clerk

Petoskey Slope Failure - Phase II

Engineering Services for Field Investigations, Analysis/ Design,
Permitting, and Construction Documents

August 16, 2023 | P13269.802.P1.Rev1



Petoskey Slope Failure - Phase II

Engineering Services for Field Investigations, Analysis/ Design, Permitting,
and Construction Documents

Prepared for:

Prepared by:



City of Petoskey Parks & Recreation
101 East Lake Street
Petoskey, MI 49770

Baird.
Innovation Engineered.

W.F. Baird & Associates Ltd.

For further information, please contact
Rory Agnew at +1 608 273 0592
ragnew@baird.com
www.baird.com

P13269.802.P1.Rev1

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Revision	Date	Status	Comments	Prepared	Reviewed	Approved
Rev0	1/24/2023	Final		RPA	EAL	EAL
Rev1	8/16/2023	Updated		RPA	LAW	LAW

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This document was prepared by W.F. Baird & Associates Ltd. for City of Petoskey Parks & Recreation. The outputs from this document are designated only for application to the intended purpose, as specified in the document, and should not be used for any other site or project. The material in it reflects the judgment of Baird in light of the information available to them at the time of preparation. Any use that a Third Party makes of this document, or any reliance on decisions to be made based on it, are the responsibility of such Third Parties. Baird accepts no responsibility for damages, if any, suffered by any Third Party as a result of decisions made or actions based on this document.



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1. Project Understanding

The Little Traverse Wheelway (LTW) is a 26-mile regional trailway that runs from Harbor Springs to Charlevoix. Approximately one mile of the LTW near Petoskey, between Magnus Park and East Park, is currently closed. This elevated stretch of lakefront trailway is founded on a historic railbed that is terraced into the mid-slope of a Lake Michigan coastal bluff on the south shore of Little Traverse Bay. U.S. Highway 31, an important arterial roadway for this region, runs parallel to the trailway atop the bluff. There are also several residential properties and one commercial building located near the bluff crest along Arrowhead Drive near East Park, which are in Resort Township. The City of Petoskey (City) is responsible for maintaining this mile-long portion of the LTW; however, the trailway cuts through multiple parcels of lands owned by others (i.e., Emmet County and Resort Township residential properties) through an easement agreement.

The City closed this mile-long portion of the LTW in late 2019 after staff identified numerous slope failures. This proved to be a wise decision as shortly thereafter, on April 13, 2020, a large section of the coastal bluff collapsed during a Lake Michigan storm event, destroying approximately 150 lineal feet (LF) of trailway. Fortunately, there were no injuries, and the extent of the 2020 collapse did not require closure of U.S. 31. Michigan Department of Transportation (MDOT) installed inclinometers to actively monitor for latent movement/recession of the slope failure immediately after the 2020 collapse.¹

To better understand and quantify the risks associated with the stability of the shoreline/ bluff between Magnus Park and East Park, a group of key stakeholders, the City of Petoskey, Emmet County, and Resort Township, retained W.F. Baird & Associates Ltd. (Baird) in 2020 to lead a preliminary investigation and analysis of the shoreline/ bluff, and develop conceptual design alternatives to potentially mitigate the ongoing issue(s). The goal of the initial study (Baird, 2020) was to identify factors relating to the slope instability and assess the feasibility of solutions to stabilize the shoreline/ bluff and re-establish the trailway in its current location, along the historic railbed that is terraced into the mid-slope of the bluff. That study resulted in the development of schematic design drawings and engineer's opinion of probable construction costs (OPCC) for two preliminary solutions. Of note, MDOT retained a separate engineer (Arcadis) to perform an independent assessment of the site and review the initial study², in which Arcadis generally concurred with initial engineering analyses and schematic design recommendations.

Following the completion of the initial Baird study, local planning consultancy Beckett and Raeder, Inc. (B&R) led a separate effort to assess relocating the trailway from the current (mid-slope) location to the top of the bluff, adjacent to U.S. 31. The B&R study indicated relocating to the top of the bluff would pose numerous spatial and civil design challenges (i.e., roadway underpasses, utility re-routing, etc.), require similar implementation costs, but do nothing to address bluff recession. Hence, stabilizing the shoreline/ bluff and re-establishing this section of trailway, which is known locally as the "Miracle Mile", in its current location is a more resilient long-term approach as it will protect vulnerable infrastructure from future erosion (i.e., U.S. 31, public and private properties, LTW), while improving site safety and public shoreline access.

To initiate this renewed effort, the City of Petoskey recently retained Baird to lead a shoreline mapping effort and document the current condition of the project area. The following images portray additional recession and trailway damage throughout the project area, including additional/ new loss of approximately 100 LF of trailway.

¹ Per MDOT, no activity has been reported since the installation of said devices.

² <https://www.michigan.gov/mdot/-/media/Project/Websites/MDOT/Programs/Research-Administration/Final-Reports/SPR-1712-Report.pdf>



Figure 1.1: Aerial Image Comparison (2020 to 2022) - 2020 Coastal Bluff Collapse

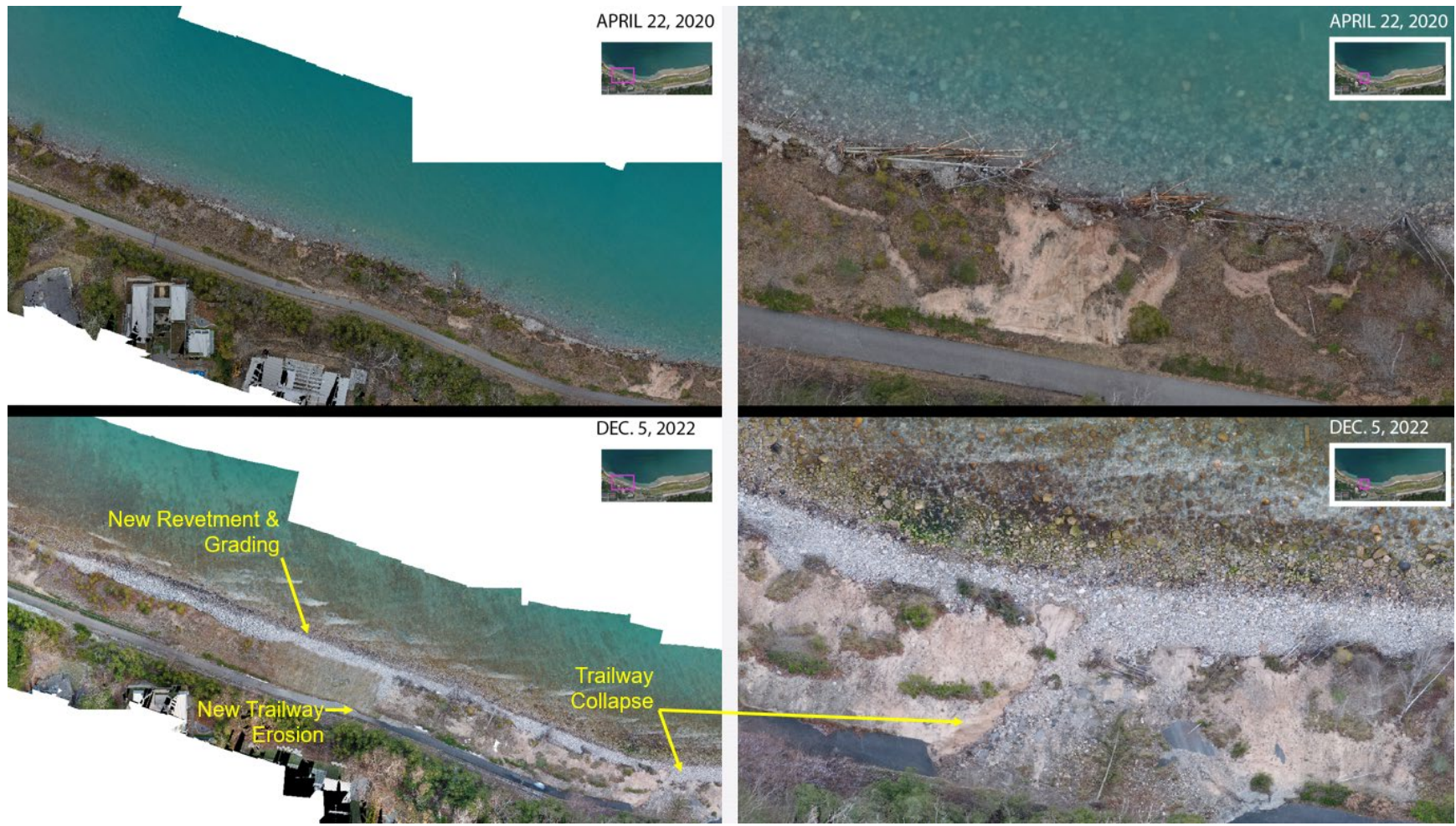


Figure 1.2: Aerial Image Comparison (2020 to 2022) – Trailway Collapse

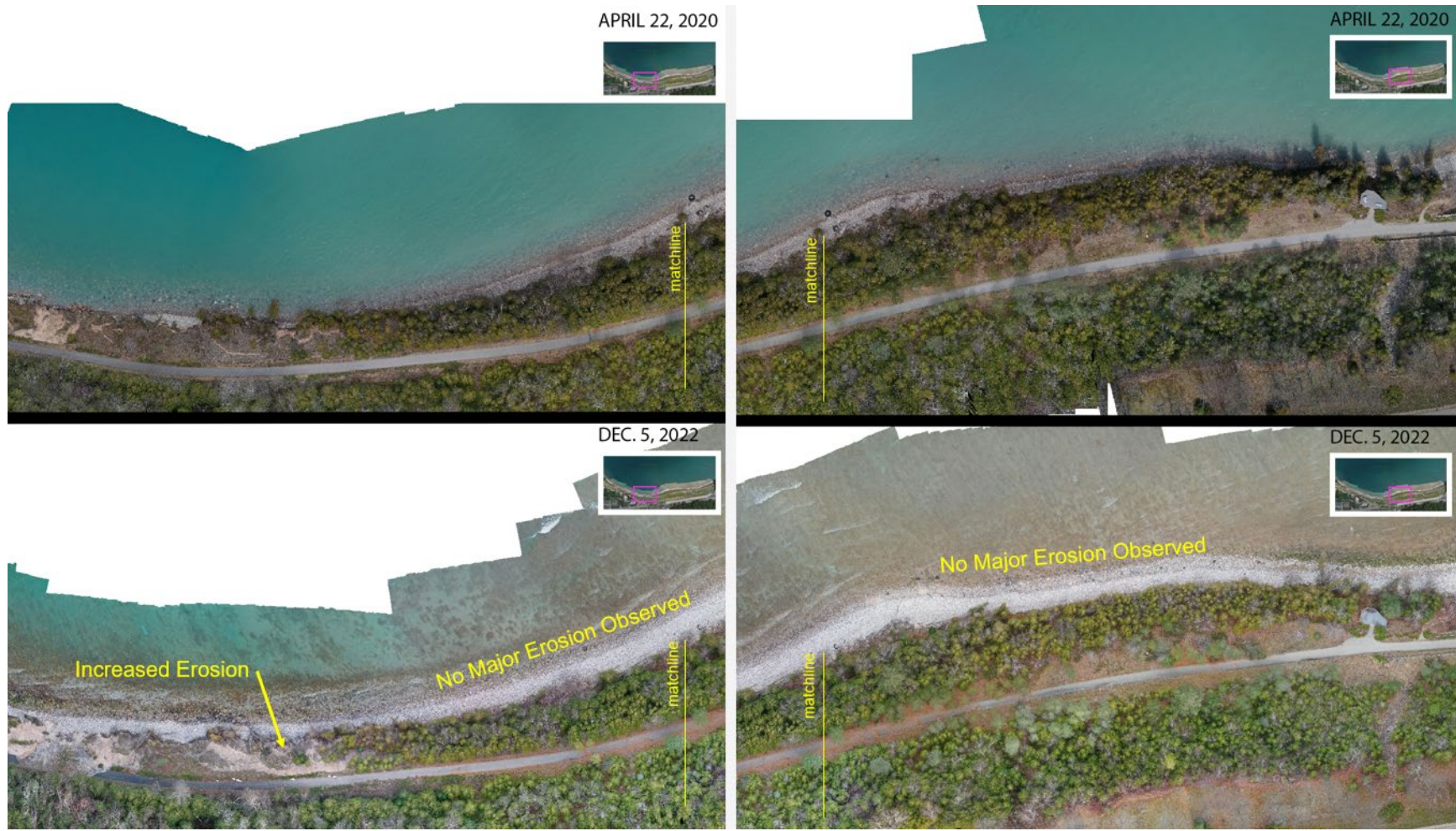


Figure 1.3: Aerial Image Comparison (2020 to 2022)

The City of Petoskey also recently applied for an EGLE grant to advance design and engineering for solutions to mitigate this ongoing issue. Baird developed the technical scope language for the EGLE grant submission. The scope of services presented in this proposal intends to advance the 2020 schematic shoreline/ bluff stabilization and trailway designs to be “ready-for-bid”. In summary, the proposed scope includes:

1. Field Investigations, including conducting numerous soil borings and installing groundwater monitoring wells to further analyze key geotechnical and hydraulic site conditions. The mapping effort recently completed by Baird included topographic and bathymetric site surveys which can be used for this project.
2. Engineering Analyses, to assess key environmental processes contributing to slope instability, including a regional hydrogeologic study, and advanced slope stability and coastal processes modeling. Thorough understanding of the pertinent environmental processes is key to developing feasible long-term solutions.
3. Preliminary Design Development, to refine and advance the design drawings, engineering calculations, materials investigations, and OPCC – all of which will be summarized in a basis of design report (BOD). The BOD will also record stakeholder, regulatory, and public input, feedback, and consensus.
4. Project Permitting, including developing permit application narrative and drawings to submit applications for all federal, state, and local permits. Baird will assist with for addressing regulatory information requests and developing public comment responses, if required.
5. Final Design & Construction Documents, wherein the engineering and documentation for the consensus plan will be advanced to be ready-for-bid, including a project manual for future bid release, complete with contractual requirements, technical specifications, and construction drawings; and an updated/ finalized OPCC and final BOD report.

Baird and City of Petoskey staff also attended an initial coordination meeting with representatives from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) on September 26, 2022. The purpose of this meeting was to document EGLE’s input regarding the initial schematic design concepts (see Figure 1.4 and Figure 1.5). EGLE feedback during that meeting indicated a preference for utilizing softer shoreline protection (i.e., cobble beach versus stone revetement), minimizing lakebed impacts, and enhancing/ preserving sensitive aquatic habitat.

The objective of this project is to ensure the solution advanced through the proposed process not only stabilizes the shoreline/ bluff and re-establishes the trailway along the current location but does so in a manner that is appropriate with respect to regulatory feedback, feasible to construct, and approved by key stakeholders. Within this proposal we’ve included an introduction to our project team and provided a detailed scope of services, schedule, and professional fee to achieve this objective. Lastly, we feel it is important to acknowledge that the overall process proposed may not be perfectly linear due to the following:

- The complexity of issues that influence slope stability in a coastal setting, such as geotechnical, geological, and hydrological variability, are impossible to fully characterize. In addition, lake levels will continue to vary overtime, and the frequency and severity of Lake Michigan storm events are impossible to fully forecast. Due to such complexities, it is not possible to determine exactly when the slope may fail again or to perfectly quantify the level of risk going forward.
- There are numerous stakeholders along this reach of shoreline who rely on the stability of the bluff, including the City of Petoskey, Emmet County, Resort Township, Bear Creek Township, the Top of Michigan Trails Council, Michigan Department of Transportation, and several homeowners. Stakeholders rational and risk tolerance may not align, which could lead to indifferences.
- Slopes of this nature (encompassing/ adjacent to critical infrastructure) aim for a target factor of safety of at least 1.5, particularly important when public access is provided. Achieving such will likely require different applications along this reach of shoreline, meaning the cost per parcel/ stakeholder may vary considerably.

- In addition, it is important to keep in mind that coastal design is significantly different from standard land-based designs where the level of structure reliability is inherent in the application of a code. In contrast, the standard coastal design procedure allows the Owner/Stakeholders to select a desired estimated level of protection and design life, with these decisions usually being heavily influenced by the available budget for construction.

Therefore, along with technical expertise - communication, collaboration, and flexibility, will be critical to the success of this challenging project. The images below are before/after shot from a similar large-scale coastal bluff rehab project Baird recently led from concept through construction on Lake Nipigon in Ontario, Canada.



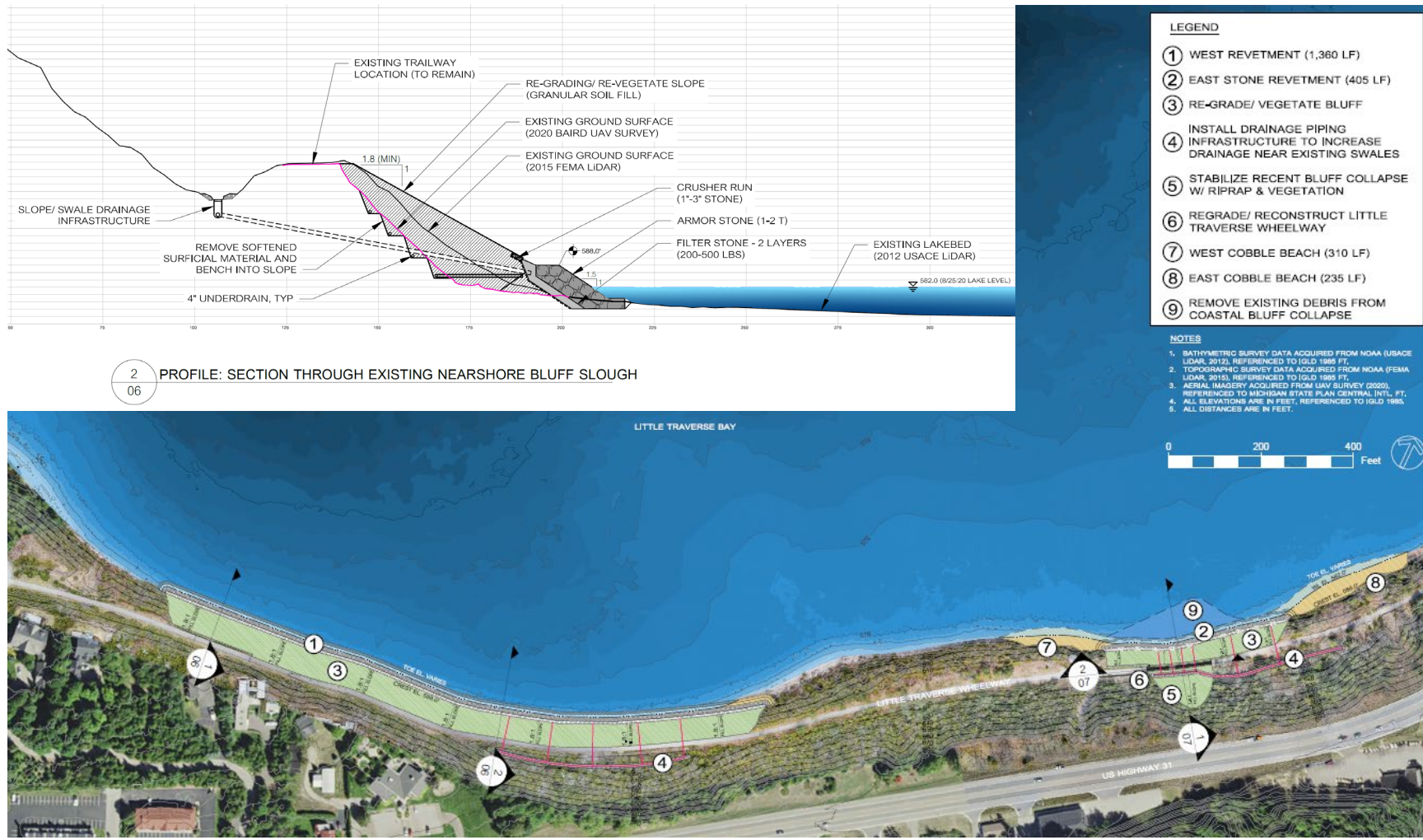


Figure 1.4: Schematic Design Concept I – Stone Revetment Shoreline (Baird, 2020)

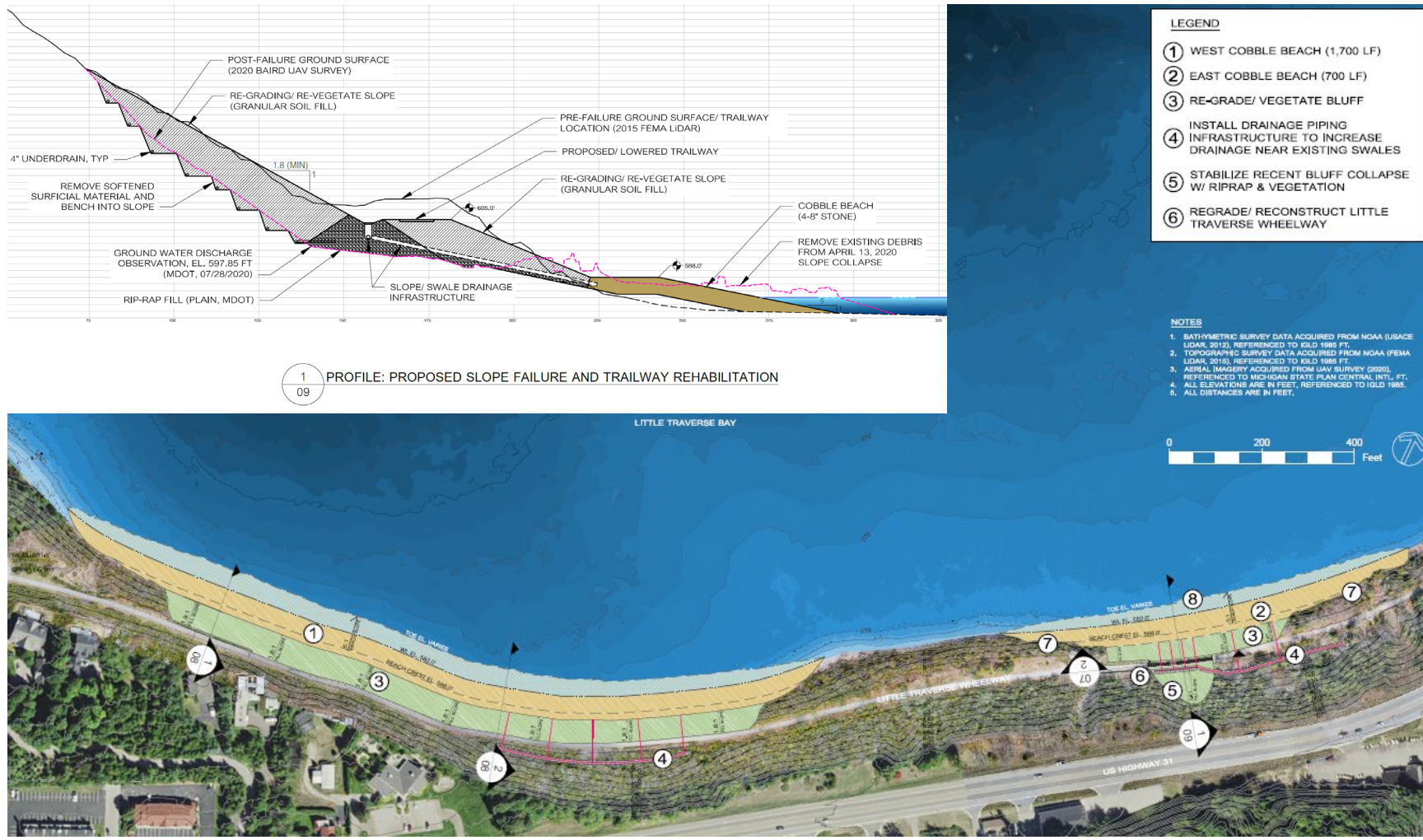


Figure 1.5: Schematic Design Concept II – Cobble Beach Shoreline (Baird, 2020)

2. Project Team

Baird has established a highly qualified team to complete this project by partnering with Geosyntec and Beckett & Raeder. Our team is structured to take advantage of each firm’s area of expertise and experience:

- **Baird** – Prime Consultant with proven Great Lakes, national, and international experience in executing innovative shoreline solutions from concept through construction. We are a niche organization that exclusively focuses on leading challenging projects ‘where water meets land’. Our success in this industry relies on our ability to be both innovative and analytical to ensure creative solutions perform as planned. We are intimately familiar with this project and challenges to be overcome from the previous work completed in 2020. (<https://www.baird.com/>)
- **Geosyntec** – With Geosyntec joining our team, we will be supported by nationally recognized geotechnical and geological engineering (geoengineering) practitioners. Geosyntec’s geoengineering specialists form one of the leading practices in the world, with several offices in the Great Lakes region – including MI. Like Baird, they seek out high-risk projects of this nature with unfavorable site conditions, challenging subsurface characteristics, valuable infrastructure to protect, public access, and numerous stakeholders. Geosyntec and Baird have recently collaborated on several high-profile projects, including the remediation and restoration of the Gowanus Canal in Brooklyn, NY. (<https://www.geosyntec.com/>)
- **Beckett & Raeder** – Local planning expertise and experience is crucial. With an office in Petoskey, Beckett & Raeder is intimately familiar with the project, stakeholders, and region. B&R has designed a significant portion of Petoskey’s public waterfront and will ensure solutions includes appropriate amenities and aesthetics. Baird and Beckett & Raeder have a history of collaborating on waterfront planning efforts in Petoskey, including this area and other sites where the LTW traverses through Petoskey’s public waterfront parks. (<https://www.bria2.com/>)

A project team organization chart is provided on the on the following page, denoting project stakeholders, team members, and key personnel. Resumes for key personnel and cutsheets for select projects are included in Appendix A and B, respectively.

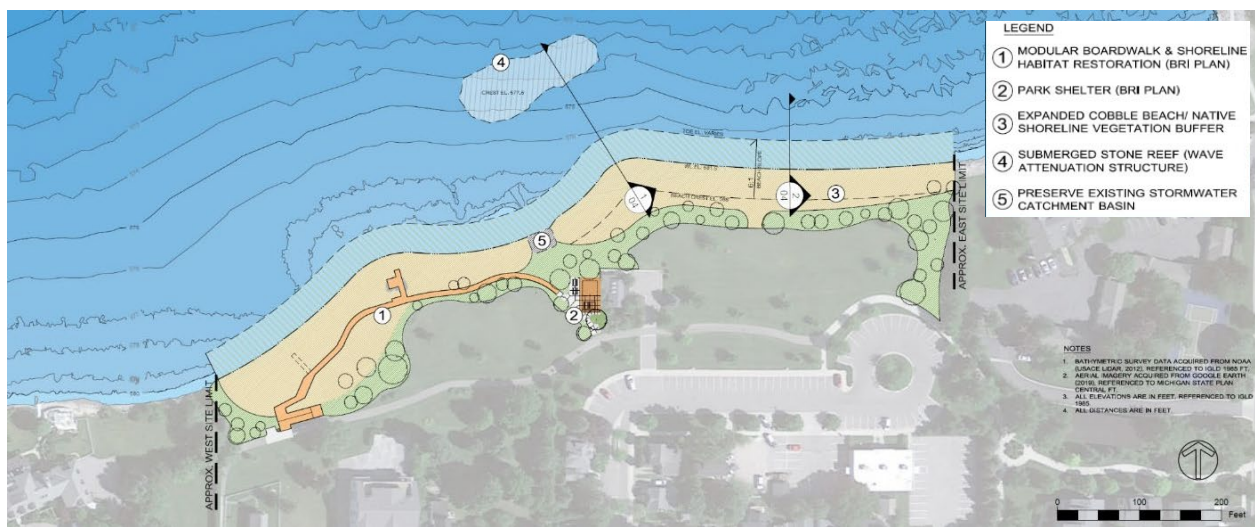


Figure 2.1: Solanus Mission Beach Planning (Baird/ B&R, 2020)



Key Project Stakeholders

Emmett County
Resort Township
MDOT

Baird.

Prime Consultant
Coastal Engineering & Shoreline Protection

Project Manager – Rory Agnew, PLA
Sr. Technical Advisor – Dave Anglin, PEng
Sr. Modeler – Mohamad Dibajnia, PhD, PEng
Marine Engineer – Brent Sumner, PE
Structural Engineer – Kelly Jacobson, PE

Geosyntec 
consultants

Subconsultant
Geoengineering

Project Manager – Jim Hansen, PE
Sr. Technical Advisor – Chris Robb, PE

B R i
Beckett&Raeder

Subconsultant
Landscape Design

Project Manager – Tim Knutsen, PLA
Sr. Technical Advisor – John Beckett, PLA

3. Project Scope & Schedule

The proposed scope of work will entail completing the following project tasks to advance the 2020 schematic shoreline/ bluff stabilization and trailway designs such that it is ready to be released for contractor bidding upon completion.

- Field Investigations
- Engineering Analyses
- Preliminary Design Development
- Project Permitting
- Final Design & Construction Documents

The following provides a detailed description of the approach and methodology proposed in each project task.

3.1 Task 1: Field Investigations

A detailed compilation of existing data and site conditions was developed during the 2020 Baird study. The purpose of this task is to coordinate and complete additional field investigations to fill information gaps that were previously identified. Data regarding subsurface conditions, namely soil stratigraphy, physical soil parameters, and groundwater hydrogeology, are crucial to assessing slope stability for both existing and proposed conditions. There are five (5) historic shallow soil borings and two (2) groundwater monitoring wells for this site. In addition, MDOT completed four (4) additional borings and installed several vibrating wire piezometers (VWPs) with dataloggers that are actively measuring groundwater levels along the crest of the bluff. However, given the extent/ nature of the site and importance that soil and hydrogeological parameters play in slope stability, the available data is inadequate for characterizing and assessing subsurface conditions to develop final design solutions.

The anticipated field investigation program consists of two (2) new soil borings. These two (2) borings would be drilled from the trailway to an estimated depth of 50 feet.. Figure 3.1 shows a preliminary geotechnical investigation plan and proposed boring locations.

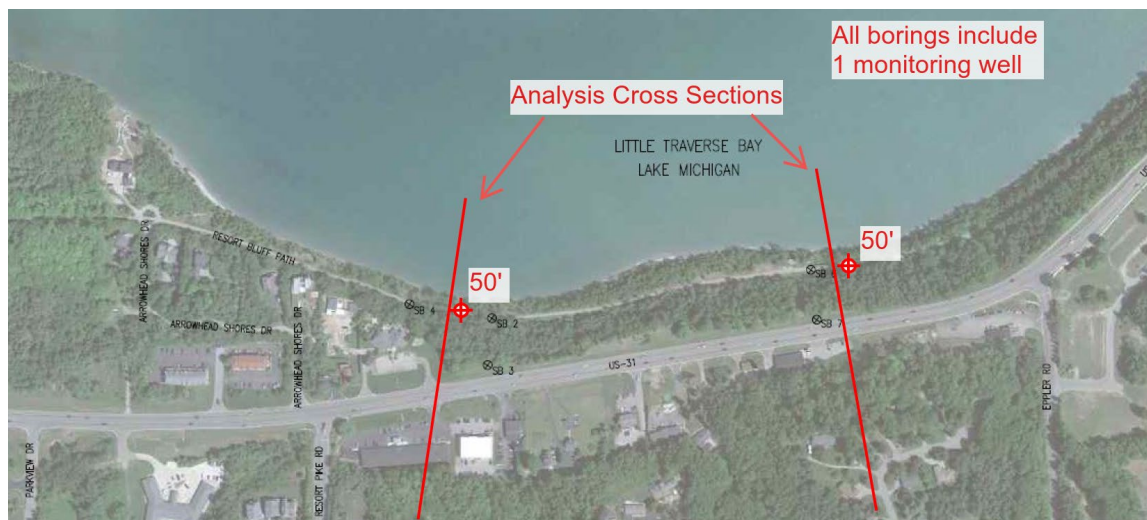


Figure 3.1: Preliminary Geotechnical Investigations Plan & Approximate Proposed Boring Locations

The engineering team will prepare a task hazard analysis (THA) to support the completion of any field work in accordance with Baird and Geosyntec's safety programs. The THA will include health and safety procedures, notification procedures, and routes to emergency medical facilities. Before drilling begins, Geosyntec staff will visit the site to walk the trailway alignment, observe the locations of landslides and erosion, determine the locations for borings, identify potential conflicts with underground and overhead utilities, and mark boring locations for One Call (MISSDIG 811). We understand that all boring locations can be accessed from the City right-of-way and no permit will be required. The final proposed boring locations will be sent to Baird and the City for review.

As noted, a public utility locate request will be submitted with MISSDIG 811 at least 3 business days prior to drilling. Since the borings will be located on the trailway that is not in use, we do not anticipate needing a permit, traffic control, or a private utility locate. However, any of these can be provided upon request or if a need is determined during the site visit.

Geosyntec will contract MATECO Drilling Company (MATECO) of Rockford, Michigan, to explore subsurface conditions at the site. MATECO will use mud rotary drilling methods to advance two deep soil borings up to 50 feet below ground surface, collect soil samples, and conduct laboratory tests at their laboratory in Rockford, Michigan. Geosyntec staff will be in the field to oversee drilling and direct all sampling activities.

For sampling in coarse-grained soil units, MATECO will use split-barrel (spoon) samplers in accordance with ASTM International (ASTM) D1586 (i.e., the standard penetration test with measurement of N-values). If fine-grained soils are encountered, thin-walled Shelby tubes (in accordance with ASTM D1587) will be pushed to obtain relatively undisturbed samples. Samples will be taken every 2.5 ft in the top 20 ft of the boring then at 5-foot intervals until the target depth is achieved.

The depth to groundwater will be recorded after completion of each boring, and then a 2-inch-diameter monitoring well will be installed in the boring. The well will be backfilled with sand pack around the screened zone and bentonite between the sand and the ground surface. A flush mounted cover will be installed to allow access to future well readings. Soil cuttings and drilling mud will either be spread on the ground at the boring location or drummed and transported to a location selected by the City. It is assumed that no additional site restoration will be required. Information on installation of the groundwater monitoring well (i.e., material, screen depth and interval, completion) will be provided in the work plan, discussed above. Geosyntec will return to the site at least 1 week after borings are completed to measure water levels from the monitoring well.

Geosyntec will complete field boring logs while on-site. The following information will be recorded in the field boring logs, and a copy of the logs will be submitted to Baird:

- Drilling equipment and method of drilling;
- Sample depths and soil boring termination depth;
- Sample visual classification (per ASTM D2488);
- Results of standard penetration test N-values;
- Sampling method;
- Soil stratigraphy, drilling break, hole difficulty, and any unusual occurrence; and
- Natural ground surface elevation and groundwater level.

Geosyntec will submit a daily progress email to Baird and will include the following:

- Summary of work completed;
- Description of unusual or unanticipated conditions encountered;
- Assessment of the adequacy of work scope and any recommended modification; and

- Statement of progress relative to the planned schedule.

We anticipate that the field drilling will take 2 to 3 days.

The soil samples will be transported to the MATECO laboratory for geotechnical testing. Based on the proposed borings and termination depths, we recommend the following laboratory testing quantities:

- 20 moisture content tests (per ASTM D2216); and
- 8 particle size analyses of coarse-grained soils (per ASTM D6913).

Exact types and quantities of laboratory tests may vary depending on the subsurface conditions encountered during drilling. The anticipated duration for the laboratory testing is 3 to 4 weeks, depending on the laboratory work schedule.

Geosyntec will prepare a geotechnical data report for the site. In general, the geotechnical data report will include the following:

- An executive summary with findings;
- An introduction with a description of the project, its purpose, and the scope of the investigation;
- A description of site conditions, including site topography and human-made features;
- A summary of the field investigation, including an as-built exploration location plan and description of field methods;
- Available existing subsurface information collected by MDOT; and
- A description of subsurface conditions, including stratigraphy and groundwater conditions.

The geotechnical data report will be issued within 2 weeks of receiving laboratory results. This report will be signed and stamped by a Geosyntec Professional Engineer (PE) licensed in the state of Michigan.

Baird recently completed a detailed topographic and bathymetric survey of the project area and generated a high-resolution/ georeferenced aerial image of the site. Because that information will be adequate for use in this project, the only additional survey data collection needed is locations and elevations of the new soil borings/monitoring wells proposed for this project. Baird's engineering team will conduct an on-site assessment of the conditions at time of project award to verify if conditions have changed significantly in comparison to the latest survey. If deemed necessary, additional mapping of the site with an UAV will be completed.

Finally, as part of this task our team will coordinate with stakeholders to acquire any relevant information that was not compiled/ reviewed during the 2020 Baird study. For example, reports, plans, and/ or specifications related to the recent shoreline revetment and grading that was completed on a private property near the west end of the project area, shown in Figure 3.2, will be gathered for review. We will also coordinate with MDOT to gather any new reports, information, and/ or data they can share, such as updated ground water data from their existing monitoring well which (since June 28, 2022) continuously monitors water levels at two wells located atop the bluff (see Figure 3.3), and new ground water data being logged via VWP's at the four (4) boring locations that were installed in the spring of 2023.

Task Deliverables: Factual Geotechnical Data Report



Figure 3.2: Recent Slope Grading and Toe Stone Placement

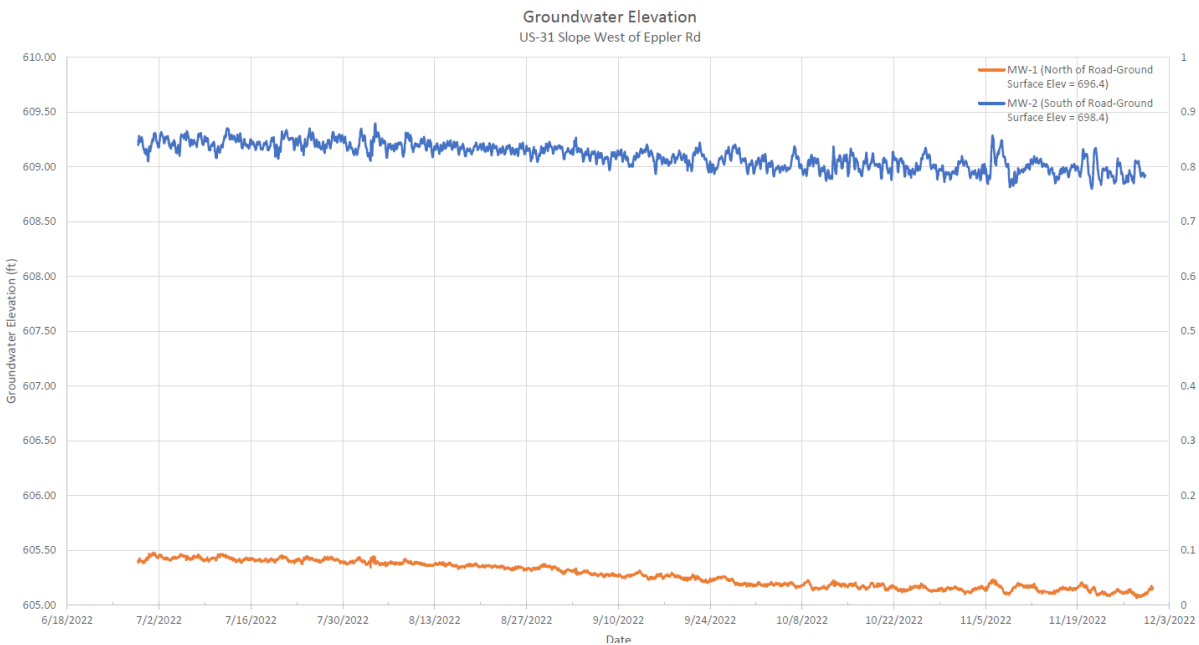


Figure 3.3: MDOT Ground Water Monitoring Well Data (July – December 2022)

3.2 Task 2: Engineering Analyses

Following the acquisition of new field data, a cross-discipline analysis of the existing site condition (i.e., geotechnical, hydrogeology, and coastal) will be undertaken. This will advance upon the environmental conditions analyses completed during the 2020 Baird study, which included coastal processes and slope stability modeling. Existing coastal conditions will be summarized, utilizing the most up-to-date lake level and wave hindcast data, and empirical and numerical models of coastal processes (i.e., waves, overtopping, sediment transport, bluff recession, and lakebed erosion) will be refined.

A regional hydrogeologic study will be completed in tandem with the coastal conditions assessment. The hydrogeologic study will be based on the data obtained from the field investigation program. The study will evaluate the static groundwater table in the area and the groundwater table response during precipitation/melt events. The hydrogeologic study will consider the potential impacts of various sources of water, including precipitation, infiltration/drainage features, and groundwater flow through various soil layers in the bluff on slope stability. Cross-sections depicting the stratigraphic and hydrogeologic conditions in the area will be prepared to support the slope stability evaluation. Potentiometric maps will also be prepared to evaluate the temporal effects on the groundwater table during the six-month evaluation. The results of the hydrogeologic study will be used to inform slope stability analyses and identify potential locations of preferential infiltration and/or subsurface flow and potential locations to install future drainage.

The results of the coastal assessment and the hydrogeologic study will be utilized to inform and calibrate slope stability models of the existing conditions. Geosyntec will perform slope stability analyses using the commercial software Slide2 for the same cross-sections that were used in the hydrogeologic study. Slope stability analyses will first be performed for the existing conditions to calibrate our understanding of groundwater conditions and soil strength parameters.

The existing site conditions analysis will be summarized as a section of a basis of design (BOD) report, which will serve as the foundation and record for the findings and decisions going into the design development process.

Task Deliverables: BOD report section (engineering analyses procedures and results).

3.3 Task 3: Preliminary Design Development

The preliminary design development task will take the conceptual design(s) produced during the Baird 2020 study and refine the engineering parameters to ascertain the cost and constructability of the proposed solution(s). The results of the engineering analysis task will be used to develop a shoreline protection and bluff stabilization design. Plans will be presented to key stakeholders to ensure solutions meet the intent and requirements of the stakeholders. The design is assumed to consist of a combination of regrading, buttressing at the toe of the slope (i.e. reinforced slope), subsurface drainage (i.e. French drains or horizontally drilled drains), and/or shallow slope reinforcement (i.e., soil nails), resilient shoreline protection including cobble beach and rubblemound features, and remediation of the railway and coastal bluff landscape. Empirical and numerical modeling of coastal processes (i.e. wind/waves, currents, sediment transport, and overtopping) and additional slope stability modeling will be completed to develop and refine proposed solutions. Analysis results will be used to develop design details and estimate quantities and comparative costs for two design options. Baird will lead an in-person presentation to present the preliminary design development consensus plan to the public. Public feedback and input will be documented in the BOD report, and plans will be updated accordingly.

The outcome of the preliminary design development task will be design drawings (plans, profiles, details, renderings) to convey one agreed-upon solution for which an updated opinion of probable construction cost

(OPCC) will be developed. A material sourcing investigation will be completed to document logistical challenges that may impact construction costs (i.e., quarry locations, material availability, delivery options, etc.). The design at this stage will be advanced to 30% completeness, where the general layout, size, and accuracy for the proposed solution are resolved in detail but not yet optimized. Engineering procedures, methodologies, results, and solutions will be summarized in the BOD report which will also record stakeholder input, decisions, and consensus.

Task Deliverables: BOD report section (preliminary design development), design drawings, and OPCC.

3.4 Task 4: Project Permitting

Following the preliminary design development task and based on the deliverables produced therein, Federal, state, and local permits will be applied for. This process will involve pre-application coordination meetings with the relevant regulatory agencies (i.e., USACE, EGLE) to solicit input on preliminary design ideas and to address any questions or concerns of regulators at an early stage of Project. Technical narrative, drawings, quantities, and requested information/ responses will be developed as needed per the permit requirements.

For this effort Baird will complete the following services:

- Coordinate with regulatory agencies.
- Develop/ submit required permit applications and supporting material (i.e., drawings and technical analysis/ reporting).
- Respond to comments and questions received during agencies application review.
- Respond to comments and questions received during public review process.
- Post-application follow-up meetings with agencies, if needed.

Given the various agencies involved in the regulatory approval process, it is difficult to determine the amount of effort that will be needed to commence and complete the regulatory process for this project. Therefore, Baird will monitor our effort and work up to a maximum fee of \$79,200 (on a time and material basis) for work related to permitting. If additional fee is needed to obtain regulatory approval, Baird will inform the City, and an agreed upon fee adjustment will be negotiated.

Task Deliverables: Federal/ State/ Local permit application/ supporting material submittal(s), public comment/ question responses, minutes from post application follow-up meetings.

3.5 Task 5: Final Design & Construction Documents

The final design will further refine the engineering parameters of the preliminary/ permitted design. This will optimize the design to integrate stakeholder input, as well as address any comments received from regulators as part of the permitting process. This task will include preparing an updated bill of quantities, OPCC, and project manual for future bid release, including front-end (bidding instructions and contractual requirements), technical specifications, and detailed construction drawings. A final design/ construction document package will be submitted for client review at two project milestones, 60% and 100% design completion. Each milestone includes a two-week period for client review following receipt. The final design will be advanced to 100% completion, where all aspects of the design have been finalized and made ready for bid by contractors. Finally, the basis of design report will be finalized, which will include key engineering criteria, design requirements, calculations, etc. Note, bidding and construction phase services are not included in the scope of work proposed for this project.

Task Deliverables: Project Manual (front-end, technical specifications, and construction drawings), OPCC, and final BOD report.

In addition to the undertaking the technical aspects of this project, the engineering team will be responsible for attending reoccurring bi-weekly project team meetings (i.e. 2 virtual meeting per month) throughout the duration of the project, as communication and collaboration will be key to ensuring a success project outcome.

3.6 Project Schedule

The project schedule has been updated to reflect the EGLE grant agreement. The project schedule is shown in the figure below.

This schedule is dependent upon the date of award of a contract for the work. The dates presented assume a start date of July-Sept, 2023. Delaying the notice to proceed beyond the July-Sept. timeframe could impact the overall schedule.

Important items/ assumptions related to the schedule:

1. Approximately sixteen months has been assumed for permitting. Permitting time requirements are unique to each project and may vary depending on regulatory agency requirements, public comments, etc.

Tasks	Year						
	2023		2024			2025	
	Quarter						
	Jul - Sept	Oct - Dec	Jan - Mar	Apr - Jun	Jul - Sept	Oct - Dec	Jan - Mar
1. Conduct field investigations.	X	X	X	X			
2. Complete engineering analyses and regional hydrogeologic study.	X	X	X	X	X		
3. Develop preliminary designs.		X	X	X	X		
4. Develop, submit, and obtain all applicable federal, state, and local permits.		X	X	X	X	X	
5. Complete final design and construction documents.			X	X	X	X	X
6. Participate in project team meetings and lead public presentations.	X	X	X	X	X	X	X
7. Submit Quarterly Reports and final work products to the State Contact.	X	X	X	X	X	X	X

Figure 3.4: Project Schedule (per EGLE Grant Agreement)

3.7 Professional Fee

Table 3.1 presents our professional fees and expenses for the tasks noted above. Our proposed scope of services and professional fee assumes all project tasks will be completed by Baird, Geosyntec, and Beckett & Raeder. Task 1, 2, 3, and 5 area prepared as lump sum fees. Task 4 (Project Permitting) are proposed to be executed on a time and materials, not to exceed basis due variability in time requirements for permitting coastal works. Invoices will be submitted monthly to ensure Baird's time and progress can be monitored. Any work items beyond the scope of services described above will be invoiced in accordance with the Baird's Fee Schedule (attached as Appendix C). Baird will not proceed with any additional work without prior written approval.

Table 3.1: Professional Fees per Task

Task	Baird (\$)	Subconsultant (\$)	Total Fee (\$)
1 – Field Investigations*	\$26,500	\$84,400 (GS)	\$110,940
2 – Engineering Analyses	\$111,500	\$37,680 (GS)	\$149,180
3 – Preliminary Design Development	\$139,200	\$83,080 (GS) \$27,500 (BR)	\$249,780
4 – Project Permitting**	\$65,300	\$14,140 (GS)	\$79,440
5 – Final Design & Construction Docs.	\$280,600	\$109,760 (GS) \$30,500 (BR)	\$420,860
Total Fee (\$USD)			\$1,010,200

* Task 1 cost includes onsite engineer inspections, drilling for soil boring and ground water monitoring equipment installation, sampling/testing, and reporting.

** Task 4 is time and materials, fees for all other tasks are prepared as lump sum fees.

Exclusions

Topographic and bathymetric survey – Baird completed topographic and bathymetric site surveys in late 2022. This information will be utilized for this project.

Physical modeling – Baird is not proposing any physical modeling services (wave basin testing).

Bidding & Construction phase services – This scope of work does not include bidding and/or construction phase services. Baird routinely provides these services for clients and can provide a proposal upon request.



Appendix A

Key Personnel Resumes



Mr. Agnew leads the Waterfronts, Marinas, and Resorts Sector at Baird. He is responsible for integrating landscape architecture and coastal engineering on challenging waterfront projects throughout the world. With experience in many aspects of landscape architecture and coastal design including technical fieldwork, site analysis, design development, construction document preparation, cost estimation, and project management, Mr. Agnew can effectively coordinate with specialized planning, engineering, and hydrological professionals to provide effective design solutions.

12 YEARS' EXPERIENCE

Project Management
 Landscape Architecture
 Technical Fieldwork

EDUCATION

B.Sc. | Landscape Architecture

AFFILIATIONS

Professional Landscape Architect:
 Pennsylvania, Texas, Wisconsin
 Member, ASLA

PROJECT EXPERIENCE

Great Lakes Research Facility Dock Wall Restoration | Milwaukee, WI | State of Wisconsin DOA | 2022-Present

Baird was selected to lead a feasibility study for the Wisconsin Department of Administration (DOA) that involves rehabilitating 500 lineal feet of dock wall and dredging along the UW-Milwaukee Great Lakes Research Facility Greenfield Avenue slip in Milwaukee harbor. This will entail a marine boring and environmental sampling effort to assess soil structures and properties. A goal of the clients is beneficial reuse of dredge for aquatic habitat development. Mr. Agnew is managing this DOA study and leading Baird's field investigations and waterfront design development.

North DuSable Lake Shore Drive | Chicago, Illinois | CivilTech Engineering | 2013-Present

Baird is lead coastal engineer for an IDOT/ CDOT Phase I Engineering Study to redefine a seven mile stretch of North DuSable Lake Shore Drive (NDLSD) along Lake Michigan, extending from Navy Pier to Montrose Beach. Baird is responsible for developing shoreline alternatives that protect proposed NDLSD reconfigurations from wave-induced hazards and flooding to create a safe, resilient publicly accessible shoreline. Mr. Agnew has worked on this project since 2013, and currently serves as Baird's project manager and design lead for this complex project.

Lake Michigan Shoreline Protection Study | Evanston, IL | Confidential Client | 2021-Present

Baird is leading a team of engineering and design specialists to carry out a detailed analysis and design effort for a segment of Lake Michigan shoreline in Evanston, IL. The goal of this study is to develop long-term shoreline protection solutions and provide opportunities to improve public waterfront access along this one-mile segment of shoreline. Mr. Agnew is project manager and involved with all aspects of this project, including field investigations, coastal analysis and design, cost estimation, permitting, bidding, and construction administration.

Town of Palm Beach Marina Rehabilitation | Town of Palm Beach, Florida | 2018-2022

Baird led the design, bidding, and construction oversight for a high-end marina rehabilitation project, which includes demolishing existing fixed docks to install floating concrete docks for vessels up to 294 feet in length. The project also included substantial utility upgrades, reconstruction of three buildings, installing 1,500 lineal feet of new bulkhead, redeveloping five acres of public park, beneficial disposal of 90,500 cubic yards dredged material, and offshore recycling of demolished concrete material for artificial reef development. As assistant project manager, Mr. Agnew played a major part in the design, permitting, and construction administration activities.

South Shore Breakwater Planning | Milwaukee, WI | Milwaukee County | 2021-Present

Baird is providing planning, design, and permitting services for the rehabilitation of the north and south sections of the South Shore Breakwater and completing a condition inspection of the center section of the breakwater. Mr. Agnew's role is to support the field data collection effort, lead the public engagement process, and assist with the development of preliminary designs for the breakwater improvements.

Mid-Breton Sediment Diversion Project | Lower Mississippi River, Louisiana | 2018-Present

The project is one of two sediment diversion projects established by Coastal Protection and Restoration Authority (CPRA), Louisiana to divert sediment from the Mississippi River for land restoration in the coastal region of the Gulf of Mexico. Mr. Agnew assists with development of complex 3D CAD models for sediment transport and storm surge modelling.

North Perry Village Marina | North Perry, OH | North Perry Village | 2021-Present

The North Perry Village Marina requires costly annual dredging to maintain navigable depths for small craft vessels. Baird, in collaboration with LJB, Inc., developed harbor modification options to improve sediment bypassing and reduce dredging expenditures. Mr. Agnew assisted with the concept development and cost-benefit analysis to comparatively assess capital improvement costs (CAPEX) and required maintenance expenditures (OPEX) for harbor modifications.

Confidential Project | IL | Confidential Client | 2021-Present

The project involves an assessment of the performance of a cooling pond and the associated intake/outfall in Lake Michigan. Mr. Agnew assisted with the deployment of ADCPs and water temperature loggers, the data from which was used to calibrate the hydrodynamic model Baird developed for this effort.

Coastal Bluff Slope Failure Study | Petoskey, MI | 2020

Mr. Agnew served as project manager for a study that assessed the stability of an elevated public shoreline trailway. This stretch of shoreline trailway (the Little Traverse Wheelway) is approximately one mile in length and founded on a historic railbed that is terraced into the mid-slope of a natural Lake Michigan coastal bluff. The combination of observed/ongoing erosion and increased Lake Michigan water levels raised concern regarding the overall stability and safety of this reach of shoreline. In fact, during this study a large section of the coastal bluff slope collapsed during a severe Lake Michigan storm event. Baird led a team of experts that performed field investigations and analysis of the shoreline/bluff and developed conceptual design alternatives to potentially mitigate the ongoing issues.

Petoskey City Marina and Strategic Waterfront Planning | Petoskey, MI | 2019-2020

Baird led a strategic marina planning study for the Petoskey City Marina, a popular recreational marina located along Petoskey's Lake Michigan shoreline. Although slips are in high demand, the marina has several ongoing issues that can impact operations, limit access, and require significant seasonal maintenance expenditures for the City. The main objective of this study was to develop a long-term revitalization plan for the marina that addresses these issues and puts forth plans for future marina redevelopment concepts that can better accommodate local demand and increase annual revenue. In tandem, Baird also led the analysis and planning for four different waterfront park spaces located along the Petoskey waterfront. Mr. Agnew served as project manager and led the analysis/ design development effort for both projects with Petoskey.

Waterfront Development Project | Toronto, ON, Canada | Alphabet's Sidewalk Labs | 2018-2019

Baird has been working with Alphabet's Sidewalk Labs to develop a Master Innovation and Development Plan (MIDP) for a 12-acre parcel on the Toronto Waterfront, known as Quayside. Sidewalk Labs' goal is to transform Quayside into a mixed-use urban community that integrates progressive urban design, sustainable infrastructure, and innovative digital technology. As Project Manager, Mr. Agnew lead Baird's internal waterfront design and engineering efforts.

Emergency Shoreline Stabilization | Providenciales, Turks and Caicos | Confidential Client | 2017-2018

Mr. Agnew provided fieldwork, analysis, design, and on-site construction services for an emergency shoreline stabilization project arising from Hurricanes Irma and Maria on a premier ocean front resort on the island of Providenciales. Recommended shoreline stabilization repairs were permitted and installed within two and a half months of request of services.



Mr. Anglin has 36 years of experience in coastal engineering, all with Baird, and has specialized experience in the planning, design, and construction of coastal structures and marine facilities. He has also acted as project manager and/or technical lead on a wide range of coastal projects. In addition, as Baird's Sector Lead for coastal and marine structures, Mr. Anglin is responsible for the overall management of information, methodologies, and quality control/quality assurance in this area.

36 YEARS' EXPERIENCE

Coastal and Marine Structures
Physical Modeling
Project Management

EDUCATION

M.Sc. | Coastal Engineering
B.Sc. | Civil Engineering

AFFILIATIONS

Professional Engineers of Ontario
Canadian Society for Civil Engineering
American Society for Civil Engineering

PROJECT EXPERIENCE

Tuktoyaktuk Coastal Erosion Hazard Mitigation Final Design | Northwest Territories | Government of the Northwest Territories and Hamlet of Tuktoyaktuk | 2020

Mr. Anglin supported the Baird team in the planning and design of shoreline protection works for two sites in Tuktoyaktuk that are subject to severe erosion due to waves, ice, and permafrost degradation. He completed a literature review to identify design concepts with a proven track record in the Arctic and led an assessment of alternative concepts, including concrete slab, articulated concrete block, and quarried stone revetments.

Shoreline Restoration Project | Marquette, MI, USA | City of Marquette | 2020

Mr. Anglin provided high level technical guidance to the Baird design team on this project, which involves the preliminary design and permitting of shoreline restoration works to address erosion and flooding issues, as well as habitat improvements. Mr. Anglin provided input and review related to alternative design concepts for the shoreline protection works, including stability and overtopping for revetments, cobble beaches, and beach/wetland embayments.

North DuSable Lake Shore Drive Realignment Project | Chicago, IL, USA | CivilTech | 2014-2020

Mr. Anglin provided high level coastal engineering input to a multidisciplinary team that is assessing alternatives for the realignment of North DuSable Lake Shore Drive (NDLSD) in Chicago. Mr. Anglin directed various modeling and analyses tasks to support the assessment of alternative shoreline protection concepts, including revetments, beaches, submerged nearshore berms, and offshore reefs.

Marine Studies for Container Terminal Expansion | Saint John, NB | Port Saint John | 2017-2020

Under subcontract to the Hatch/Dillon JV, Baird completed a series of marine studies related to the planning and design of a \$210M upgrade to the container terminal at the Port of Saint John. Mr. Anglin managed Baird's metocean study, hydrodynamic and sedimentation modeling, input to/review of navigation simulations, dredge design optimization, and concept design development for a pile-supported wave barrier to allow small craft mooring in an old commercial slip.

Causeway Failure Assessment | Confidential Location | Confidential Client | 2017- Ongoing

Mr. Anglin was retained by the Owner as an expert witness in a case related to a rubble mound causeway in northern Canada that failed during construction. Mr. Anglin completed a review of project documentation and depositions by various members of the project team (Owner, Prime Consultant, key sub-consultants and Contractor), and prepared a technical report summarizing his professional opinion regarding the key issues that contributed to the failure.

Shoreline Revetment Damage Assessment and Repairs | Whiting, IN | City of Whiting | 2013-Ongoing

Mr. Anglin was the technical lead for this study, which involved a review and assessment of storm damage to a shoreline revetment that protects a large waterfront park. The study included field investigations, numerical modeling

**C. DAVID ANGLIN, P.ENG.
PRINCIPAL**

B.

and analyses as required to determine the damage mechanism, the execution of emergency repair works (in 2015 and 2020), and the development of a comprehensive rehabilitation/upgrade plan to minimize the risk of future damage.

Floating Breakwater Assessment - Bay Moorings Marina | Penetanguishene, ON | Parkbridge Lifestyle Communities Inc. | 2016

Mr. Anglin was the Project Manager for a study undertaken to assess the performance of a deteriorated floating breakwater (FBW), and to identify and assess alternatives to provide improved wave protection to the marina. The scope of work included wave measurements, literature review on FBWs, discussions with several FBW suppliers, and concept design development and costs for rubble mound, bin wall, and floating breakwaters.

Design of Shoreline Rehabilitation Works | Kenosha, WI | Kenosha County | 2016-2020

Mr. Anglin provided high level technical input and review to the Baird team on this study, which included an assessment of damage to an existing shoreline protection structure at an urban park, and permitting and design development for the rehabilitation/upgrade of the structure, including construction cost and schedule.

Marine Engineering Scoping Assessment for Waterfront Art Installation | Hudson River, New York City | Confidential Client | 2016

Mr. Anglin was the lead engineer for this study, which involved a preliminary assessment of marine design issues for a pile-supported art installation proposed on the Hudson River in New York City. The focus of the study was on defining the order of magnitude of loads that the structure foundation would have to resist, including waves, currents, debris, ice and vessel impact, and the identification of possible measures to mitigate the largest loads (ice and vessel impacts).

Wave Protection for Environmental Dredging Project | Ashland, WI | Foth/Envirocon JV | 2014-2018

Led the planning, design and construction of an 840 ft long rubble mound breakwater to shelter the project site to allow wet dredging of contaminated sediments. Mr. Anglin also provided input to the design and installation of a series of floating barriers to contain suspended sediments and water-soluble VOCs generated by the wet dredging work. The breakwater was constructed in the fall of 2015, while the dredging work was completed in 2016-18.

Beach Development Modeling and Design - Rosewood Park | Highland Park, IL | USACE and Park District of Highland Park | 2014-2015

Mr. Anglin was Baird's Project Manager and technical lead for this study, which involved coastal modeling and design analyses for a beach development project on Lake Michigan. The \$15M project was constructed in 2015, and includes offshore breakwaters, groynes, beach fill, and various landside improvements. The project was named one of the "Best Restored Beaches" in America in 2016 by the American Shore & Beach Preservation Association.

Partridge Island Breakwater Access Study | Saint John, NB | Saint John Development Corporation | 2014

Preliminary engineering study to assess the feasibility of developing a pedestrian and maintenance vehicle access corridor along an existing rubble mound breakwater from the mainland to Partridge Island in Saint John, NB. Mr. Anglin was Baird's Project Director for this study and provided guidance and oversight on field investigations, numerical modeling, concept design development, and cost estimates for breakwater rehabilitation/upgrade works.

Sea Defence Project | Cotonou, Benin | Ministry of the Environment, Republic of Benin and Infrastructure Project Development | 2008-2011

Lead Coastal Engineer for modeling, analyses, design development and tender documents for a US\$55M sea defence project to protect 7 km of heavily developed and rapidly eroding coastline in Benin. Project included reconstruction of an existing breakwater, seven rubble mound headlands and a shoreline revetment, and used ~ 500,000 t of quarried rock. The project received an International Award of Excellence from Canadian Consulting Engineer in 2016.



Dr. Dibajnia is an internationally recognized expert in coastal and riverine processes. He has experience as a coastal and water resources engineer with strong academic background allowing him to provide innovative solutions to challenging problems through an understanding of the underlying processes. Dr. Dibajnia is a senior associate and technical lead in coastal processes at Baird focusing on waves, sediment transport, shoreline erosion control, beach design, dredging and sediment management, shoreline management plan, ICZM, and environmental impact assessment.

35 YEARS' EXPERIENCE	EDUCATION	AFFILIATIONS
Coastal Processes Shoreline Management Coastal Engineering	Ph.D. Coastal Engineering M.Sc. Coastal Engineering. B.Sc. Civil Engineering	PEO, ASBPA, CSCE, CCSEA Member, Editorial Board, Coastal Engineering, Elsevier

PROJECT EXPERIENCE

Euclid Beach Hydrodynamic Study | Cleveland, Ohio, Lake Erie | Cleveland Metroparks | 2015

Euclid Beach, protected by a series of detached breakwaters, had relatively steep beach slopes and localized water depths more than approximately 14 ft during periods of high lake levels, which were problematic with respect to swimming safety. Dr. Dibajnia was the study manager to numerically investigate the hydrodynamic conditions at the beach and to propose potential improvements through installation of underwater sills between the breakwaters.

Ashland/NSP Lakefront Site Superfund Dredging Project | Ashland, Wisconsin, Lake Superior | Xcel Energy | 2015

Baird was responsible for design of a breakwater structure under fast-track schedule conditions to provide wave sheltering to carry out dredging of contaminated sediments in Chequamegon Bay, Lake Superior. Dr. Dibajnia oversaw the corresponding sediment transport studies including extensive numerical modelling of nearshore processes to predict future sedimentation rates and assess potential project impacts.

Sediment Transport Study | Whiting, Indiana, Lake Michigan | City of Whiting | 2015

The City of Whiting had sedimentation problems at their newly expanded Lakefront Park Boat Launching Facility. Dr. Dibajnia conducted a sediment transport study to review coastal processes and evaluate opportunities to reduce annual dredging expenditures and improve navigation. It was found that sediment was mainly coming from the opposite direction to what the designer had assumed when defining the harbor expansion layout.

Baileys Harbor Sediment Transport Study | Baileys Harbor, Wisconsin, Lake Michigan | Town of Baileys Harbor | 2015

Dr. Dibajnia was the study manager to investigate the cause of the accumulation of sediment in the entrance channel to the Baileys Harbor marina and develop possible recommendations to reduce or eliminate annual dredging requirements and expenditures. Geomorphic assessment and comprehensive numerical modelling were completed to define sediment transport pathways, quantify transport rates, and propose several mitigation concepts.

National Park Service | Great Lakes Region | National Park Service | 2012

Dr. Dibajnia was the study manager for a series of five projects related to restoration of natural processes at five separate sites within the National Park Service system. The projects were sited in a variety of coastal areas on Lake Superior and Lake Michigan and mainly involved preparing solutions to restore sediment transport along previously developed shorelines. The work included extensive analysis of historic shorelines and numerical modelling.

**MOHAMMAD DIBAJNIA, PH.D., P.ENG.
SENIOR COASTAL ENGINEER & NUMERICAL MODELER**

B.

MacLean Beach Erosion Study | Eastern Beaches, Toronto | TRCA | 2010-2011

Dr. Dibajnia was the project manager to undertake a coastal engineering study and develop conceptual designs to address erosion of the recreational beach immediately west of the storm water detention tank at MacLean Avenue. The problem was studied in the framework of a regional sediment budget for the Eastern Beaches area to include issues related to sediment supply through longshore processes and propose erosion mitigation alternatives.

St. Joseph Harbor Impact Assessment | Berrien County, Michigan | Dept of Justice | 2004-Present

Dr. Dibajnia is the project manager for this comprehensive assessment of the impacts of St. Joseph Harbor on adjacent shoreline erosion processes. The work is completed to develop expert witness testimony for a trial in the Federal Court of Claims in the USA. Baird's work includes a thorough investigation of the history of shoreline erosion since harbor construction in 1836 and development of a comprehensive sediment budget between 1836 and present.

Grand Marais Harbor Environmental Study | Grand Marais, Michigan, Lake Superior | USACE | 2006

Dr. Dibajnia was the study manager for investigation of shoreline response and corresponding piping plover habitat evolution as a result of failure of the old dyke as well as construction of a new proposed breakwater at Grand Marais Harbor. Extensive shoreline change analysis, together with site visits and comprehensive numerical modelling, were conducted to understand the history of piping plover habitat evolution at the site and predict its future conditions.

Porous Dike Cooling Water Intake | Port Washington, Wisconsin, Lake Michigan | WE Power | 2006

This project involved concept development, numerical and physical modelling, and final design development for a porous dike cooling water intake structure (CWIS), a key component of the redevelopment of the Port Washington Generating Station (PWGS). The primary function of the dike is to provide a physical barrier to fish. Dr. Dibajnia completed an assessment of sedimentation rate and the extent of the resulting clogging of the dyke.

Michigan City Harbor Impact Study | Michigan City, Indiana, Lake Michigan | Michigan City | 2004-2005

Dr. Dibajnia was the study manager for investigation of sediment transport rates and patterns to assess the link between potential by-passing, sedimentation, and erosion around Michigan City harbor jetties and breakwater on Lake Michigan. A technique of evaluating bypassing of the entrance channel of jettied harbors was applied to this project to assess bypassing and understand future nourishment requirements for the downdrift erosion zone.

Saugatuck Harbor Impact Study | Allegan County, Michigan | USACE Detroit District | 2003-2004

Dr. Dibajnia was the study manager for investigation of sediment transport rates and patterns to assess the link between potential bypassing and sedimentation around Saugatuck harbor jetties. A new approach was developed to determine whether harbor fillet beaches are still accumulating sand. Dr. Dibajnia applied 2DH models of hydrodynamics and sediment transport to assess the evolution of fillet beaches and the shoal offshore of this harbor.

Cat Island Chain Restoration | Green Bay, Wisconsin | USACE Detroit District | 2004

Dr. Dibajnia was responsible for the evaluation of a sediment transport process influencing a 20-mile-long navigation channel and the influence of this habitat restoration project on sedimentation. Dredged sediment from the Green Bay access channel was used to reconstruct the Cat Island Chain that eroded and disappeared over the last 20 years. Tasks included numerical modelling, analysis of dredging and sedimentation data, and natural island design.

Meigs Field Shoreline Improvements | Chicago, Illinois, Lake Michigan | City of Chicago | 2001

The aim of this study was to understand the erosion mechanism of the 12th Street Beach (Chicago) and propose appropriate countermeasures. Dr. Dibajnia completed 2DH numerical modelling of waves, and nearshore hydrodynamics were performed to assess the existing conditions and to evaluate different design alternatives. Appropriate beach stabilizing schemes and their corresponding configurations were thus determined.



Mr. Jacobson is a professional engineer specializing in marine structures. Areas of expertise include pile design, global structural analysis, earthquake design, prestressed/reinforced concrete, steel, and timber design, and bulkheads. Areas of practice include container terminals, offshore platforms, ferry terminals, oil & gas, harbors, renewable energy, and flood protection systems.

11 YEARS' EXPERIENCE	EDUCATION	AFFILIATIONS
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Marina, Port & Terminal
 Mooring & Berthing
 Bulkhead & Flood Protection

M.Sc. | Structural Engineering
 B.Sc. | Structural Engineering

Registered Professional Engineer:
 California, Texas

PROJECT EXPERIENCE

Port Lands Pier MT35 Construction Loads & Capacity Assessment | Toronto, Canada | EllisDon | 2019-2020

Structural Engineer. Construction engineering support. 75+yr-old quay. Concrete fascia with steel sheet and timber-pile relieving platform w/dual tieback system. Load path assessment for construction sequence for severing tiebacks to install bridge pier caissons. Design of temporary stabilization construction works.

Point Betsie Lighthouse Shoreline Protection System | Frankfort, Michigan | Friends of Point Betsie | 2020

Lead Structural Engineer. Inspection, conceptual design, brownfield improvements to ext. shoreline protection. New concept to preserve historical context of existing rock-filled double-wall sheet pile cofferdam with concrete apron.

Whiting Lakefront Park Shoreline & Structural Repairs | Whiting, Indiana | City of Whiting | 2020-Ongoing

Project Manager. Brownfield design and construction engineering. 2500 ft rock revetment repairs. Structural design and construction sequence for strengthening overlook pier using micropiles, reinforced concrete, and flowable fill.

Gibraltar Point Aid to Navigation | Toronto, Canada | Toronto & Region Conservation Authority | 2020

Structural Engineer. Design, specification, and fabrication support. Composite steel pipe pile w/reinforced concrete and prefabricated modular topsides. Construction support for temporary access detailing and pile driving operations.

Marina Upgrade | Palm Beach, Florida | Town of Palm Beach | 2017-Present

Lead Structural Engineer. Design and construction support. 1550 ft anchored bulkhead, concrete cap beam fascia wall, tie rod and precast block anchorage. Hurricane rapid drawdown design conditions. Brownfield marina redevelopment for super yachts.

New York/ New Jersey Harbor & Tributaries Study (HATS) Storm Surge Barrier Conceptual Design | USACE New York District | 2019-Ongoing

Structural Engineer. Storm surge barrier concept design of lift gate lateral load resisting systems (Verrazzano Narrows, Jamaica Bay, and Hackensack River). Selection and sizing of pier geometry, material types, and deep foundation elements. Drilled shafts 8-12 ft diameter, w/ and w/o rock sockets, for unfactored lateral loads in excess 17,000 kips.

Phosphate Export Terminal | Farim, Guinea-Bissau | ITAFOS FARIM SARL | 2017-2019

Lead Structural Engineer. Detailed design of a wharf, trestle, and dolphins required to export phosphate. Modular prefabricated jacket and deck. 1200 mm steel pipe piles. Construction sequencing related 6 m+ tides and ext currents.

Bulk Handling – Marine Terminal Conceptual Design | Port Hedland, Australia | BHP Billiton | 2017

Lead Structural Engineer. Iron ore export terminal. Conceptual design of trestle, loading platform, mooring, and berthing dolphins for custom shallow-draft 180 k DWT vessels. Prefabricated modular construction. Extreme storms and tides.

Single Point Mooring Pre-Feasibility and Conceptual Design | Baja California, Mexico | Undisclosed Client | 2018

Lead Structural Engineer. Anchorage concept design for single point mooring located in 75 m water depth. 45k-80k DWT vessels.

Mixed-use Container Terminal Expansion | Port Freeport, Freeport, Texas | Port Arthur | 2015-2016

Lead Structural Engineer. Design and specifications for 1000 psf container terminal extension w/dedicated 2500 psf SPMT RoRo/LoLo and 800-ton heavy lift zones. Converted USACE earthen levee to 48 in steel king pile combi-wall w/concrete cap and 36 in batter anchorage piles.

LPG Terminal Expansion | Phillips 66, Freeport, Texas | Phillips 66 | 2014-2016

Structural Engineer. Lead design of new breasting dolphins, mooring dolphins, and waterside piperack bridge foundation. Modular components and steel pipe piles 36-96 in. diam., as part of terminal upgrades for VLGC's.

FEED for Marine Berth & MOF | Plaquemines LNG, Plaquemines, Louisiana | Venture Global | 2016

Structural Engineer. LNG terminal: 3 berths for 120k-185k m³ vessels, roadway access trestle, piperack trestle, MOF, 150 ft-span bridge crossing levee, flood wall and gate surrounding landside terminal. Steel piles, modular construction.

Facility Inspection, Analysis, and Retrofitting | Galveston-Bolivar Ferry Terminal, Galveston, Texas | TxDOT | 2015-2016

Structural Design Reviewer. Inspection and condition assessment of existing ferry terminal infrastructure: wingwalls, turning and approach dolphins, walkways, and ramps. Reviewed capacity assessments and proposed strengthening.

Electrical Service Platform (ESP) Design - Offshore Wind Farm | Cape Wind, Nantucket, Massachusetts | Cape Wind | 2013-2014

Structural Engineer. Primary steel designer of 22,000-ton modular ESP topsides. Permanent, transport, and construction engineering. Split-jacket type foundation w/42 in and 48 in piles. Water depth 30 ft.

Bulkhead and Timber Dock | Broadstone Oceanside, Pompano Beach, Florida | Broadstone | 2016

Structural Engineer. Design of H-pile/concrete panel bulkhead w/concrete cap beam. Timber finger pier design for small recreational craft. Water depths 8-15 ft. Shallow bedrock geotechnical conditions with variable rock quality.

Seismic Vulnerability Assessment | Bay Area Rapid Transit (BART) Transbay Tube, San Francisco-Oakland, California | BART | 2010-2016

Structural Engineer. Combining global nonlinear time history with slope stability failures within the time domain. Developed routine for converting combined global seismic demands to local tube demands using transfer functions mapping unitized tube demands from detailed local finite element models.



Mr. Sumner has experience on a wide variety of international projects including port facilities and marine terminals and projects throughout North America. He has substantial heavy construction experience in a marine environment and works exclusively in the field of coastal and marine engineering. He has specialist knowledge of quarry productions and rock quality, sheet piling, shore protection installation, concrete placing, dredging and reclamation, and assessment of the navigation related design aspects.

25 YEARS' EXPERIENCE	EDUCATION	AFFILIATIONS
Marine Construction Coastal Structures and Quarries Port and Navigation Planning	B.Sc. Civil (Ocean) Engineering	Registered Professional Engineer: IL, IN, MI, TX, WI Member: M.ASCE; WEDA

PROJECT EXPERIENCE

Scanlon Reservoir Restoration | Duluth, Minnesota | USACE Detroit District | 2020-Present

Participated with a VE evaluation of applying activated carbon to treat sediments at the 43-acre Scanlon Reservoir. Mr. Sumner provided a Construction/Cost review role during a weeklong USACE value engineering workshop with regulatory stakeholders and the JV Design Team. Mr. Sumner is also an ITR for the landside works on the project.

Frankfort Bluff Revetment | Frankfort, Michigan, Lake Michigan | Bluffs of Frankfort Association | 2020-Present

Mr. Sumner participated with developing design options and a risk narrative report for an over-steepened and unstable bluff along 760 ft of shoreline. The lakeshore bluff varies in height from 130 to 140 ft, and the slope is near and/or exceeding the natural angle of repose. The option selected for this ongoing project includes applying for a permit to construct a revetment along the toe of the bluff.

Marina Revetment and Breakwater Repairs | Hammond, Indiana, Lake Michigan | Hammond Port Authority | 2016-Present

Engineer-of-record for final design plans and specifications and assisting team with quarry quality assurance, and construction administration services for Phase I repairs of 1,100 ft of rubble mound breakwater, repairs to 700 ft of rubble mound revetment, the installation of 500 ft cast-in-place concrete sea wall, and the extension of an existing intake pipe relieving platform. The site contains numerous pipelines requiring close coordination with stakeholders.

Whiting Lakefront Park | Whiting, Indiana, Lake Michigan | City of Whiting | 2015 & 2020-Present

This project experienced significant damage during a Lake Michigan storm event on October 31, 2014 that occurred shortly after substantial improvements were completed by others and again during high lake levels in January 2020. Baird conducted field investigations and issued design reports assessing the cause of the damage and necessary improvements for the revetment. Mr. Sumner participated in the implementation of temporary emergency repairs.

North Lake Shore Drive Expansion Project | Chicago, Illinois, Lake Michigan | CivilTech Engineering, Inc. / CDOT | 2017-Present

This project involves re-aligning a six mile stretch of North Lake Shore Drive adjacent to the Lake Michigan in downtown Chicago. Contributions by Mr. Sumner include a materials supply investigation, conceptual construction means and methods, schedule, and concept level costs for a massive lake fill expansion option.

Kemper Center County Park Revetment Repair | Kenosha, Wisconsin, Lake Michigan | Kenosha County Parks, Department of Public Works | 2016-2020

The park is home to historic landmarks and recreational facilities with approximately 1,450 ft of exposed shoreline along Lake Michigan. Recent storms have resulted in severe damage to the existing revetment and erosion of a bike



BRENT SUMNER, PE
ASSOCIATE PRINCIPAL | SENIOR MARINE ENGINEER

path and park grounds. Mr. Sumner served as Project Manager for field investigations, development of concept designs, 75% plans and technical specifications, budget costs, and permitting for the rehab/upgrade of the structure.

East Sandusky Bay Wetland Restoration Project and Sandusky Bay Restoration Plan | Sandusky, Ohio, Lake Erie | Biohabitats Inc. | 2017-2018

This project is to restore wetlands to East Sandusky Bay. Mr. Sumner was the design lead for Baird's team during the development of FEED level design documents for solutions at two sites. The designs included excavation of tiered wetlands, placement of root wads, and anchoring the large wood debris barriers to create coastal wetlands. Key deliverables included: Plan Sets, Technical Specifications, OPCC, BOD Report, and O&M and Monitoring Plans.

East Chicago Marina | East Chicago, Indiana, Lake Michigan | City of East Chicago | 2016-2017

Baird provided design and engineering services for a marina redevelopment project on the southern end of Lake Michigan. The project involved replacement of a 292-slip marina. Contributions by Mr. Sumner included assistance with the preparation of the plans and specifications and construction management for the installation of the new dockage system.

Whitebridge Residential Shoreline Protection | Winnetka, Illinois, Lake Michigan | Axis Construction Services | 2016-2017

Baird provided shoreline design and engineering services for luxury residential bluff development on Lake Michigan. Shoreline protection design includes a stone beach retention groin, revetment, soldier pile panel wall, steel sheet pile pier structure, and beach nourishment. Estimated construction cost is \$3M. Contributions by Mr. Sumner included assistance with construction management for the installation.

Rubble mound Breakwater | Ashland, Wisconsin, Chequamegon Bay, Lake Superior | Foth Envirocon Joint Venture and Xcel Energy | 2015

Baird conducted a fast track design, modeling, quarry studies, and participated with construction observation for an \$8M breakwater as part of a superfund cleanup project. Mr. Sumner assessed and provided quality assurance for the selection and acquisition of stone to be used for construction. Due to the fast track construction, stone is sourced from five quarries; breakwater placement was completed in three months; quarry production occurred over seven months.

Kewaunee Dockwall Peer Review | Kewaunee, Wisconsin | Foth Infrastructure and Environment, LLC | 2015

Lead engineer providing peer review of the steel sheet pile dock wall replacement design. The project rebuilds 800 ft of the existing wall and was funded largely by a \$4.2 million WisDOT Harbor Assistance Program (HAP) grant.

Lakeshore Bluff Stability Project | Crystal Lake, Illinois | Hitchcock Design Group | 2009-2010

Mr. Sumner participated with developing design options, a risk narrative report, and construction documents for an over-steepened and unstable bluff, as part of the Three Oaks recreational development around Vulcan Lakes. The lakeshore bluff varies in height from 75 to 90 ft, and the slope is near and/or exceeding the natural angle of repose of the glacial soil materials. The option selected included constructing 2,500 ft of revetment along the toe of the bluff.

Porous Dike Cooling Water Intake | Port Washington, Wisconsin, Lake Michigan | WE Power | 2008

Project engineer involved with preliminary design development of a porous dike breakwater design protecting a power plant cooling water intake system from experiencing shutdowns due to fish and debris. Project involved creating stable dike design and detailed through-flow calculations to relate extreme low water levels and head loss through a proposed dike to plant operations. Dike was constructed in 2008 utilizing large armor stone and associated void ratios.



Specialties

- Experienced Leader of Large Multi-disciplinary Engineering and Professional Teams
- Waterfront/Sediment Engineering
- Heavy Civil Design and Construction
- Focused on Developing Solutions that are Constructible, Sustainable, Cost-effective, and Permanent

Education

B.S., Civil Engineering, University of Wisconsin-Milwaukee, 1995

Registrations and Certifications

Professional Engineer: Florida (No. 67088), Utah (No. 12300188-2202) Wisconsin (No. 34688)

CAREER SUMMARY

Mr. Christopher Robb, P.E. is a Senior Principal at Geosyntec. He is a civil engineer based in Wisconsin with over 26 years of experience in environmental consulting, design and field engineering, construction management, quality control and project management of waterfront, solid waste, and hazardous waste remediation projects throughout the United States, Australia, Canada and Europe. Mr. Robb's engineering experience focuses on design and construction of large multi-disciplinary projects.

Mr. Robb's engineering experience includes all facets of design and construction. Mr. Robb presently leads Geosyntec's geoenvironmental practice in Midwest; a team of 14 engineers, which emphasize geotechnical, geostructural, environmental, sediment, and waterfront improvement projects.

Mr. Robb has authored multiple peer reviewed technical presentations and papers at various conferences and industry groups on various topics and he has been recognized by peers for his professional accomplishments, including the 2020 American Society of Civil Engineers – Wisconsin Section Engineer in Consulting Practice Individual Merit Award.

KEY PROJECT EXPERIENCE

Port Lands Flood Protection and Enabling Infrastructure Project, Toronto, Ontario. Mr. Robb serves as a senior technical lead/advisor for the Water Lot Design/Build and the River Excavation design teams. In this role, he leads a team of over 10 engineers and professionals responsible for the design of complex excavation support system (i.e., secant piles and slurry walls) that double as an environmental risk management measure in conjunction with a horizontal barrier system. Mr. Robb also provides direct interface with the resident site inspection team to ensure the design is interpreted and constructed in accordance with the technical plans and specifications and meets project requirements.

Utah Lake Restoration, Provo, Utah. Mr. Robb served as the engineering project manager for all facets of the Utah Lake Restoration project. Utah Lake is a 90,000-acre lake that has significant water quality and habitat impairments (e.g., significant algal blooms, TDS, excessive nutrient load, and natural June Sucker habitat). The project design considered dredging of nearly 1,000,000,000 cubic yards of nutrient laden sediment and nutrient sequestration through construction 18,000 acres of islands within the lake. The project includes creation of estuary, recreational, habitat, and residential islands. Restoration of June Sucker habitat, water quality, emergent vegetation, and geotechnically stable islands is paramount to the project success. Significant geotechnical, geostructural, and water quality challenges were evaluated to assess the engineering feasibility of this ambitious project.

East Branch of the Grand Calumet River, Reaches 4A/4B, Sediment Remediation, Hammond and East Chicago, Indiana. Mr. Robb provided planning and management of all quality assurance activities associated with removal/dredging of 350,000 cubic yards of sediment from the riverbed, adjacent wetlands and marsh. Mr. Robb's responsibilities included administration and implementation of the Contractor Construction Quality Assurance Program that included: turbidity monitoring during dredging activities, pre and post-construction sample collection and verification for construction of all upland support facilities, NPDES compliance monitoring for on-site water treatment plant, sampling and testing of all imported and exported materials, sample verification for landfill disposal of dredged sediments, and construction quality assurance for sediment capping activities.

Former MGP Site along the Fox River Canal, Appleton, Wisconsin. Mr. Robb served as Project Manager/Engineer for the remediation of a former MGP site along the Fox River Canal in Appleton, Wisconsin. His responsibilities included design, engineering, and management of all aspects of the project from remedial alternatives selection and design, through remedial construction implementation/oversight. The project included installation of a temporary dam in the canal, excavation of 1,200 cubic yards of canal bottom materials for thermal desorption treatment, upland excavation and thermal desorption treatment and/or disposal of 31,000 tons of MGP-impacted soil and debris, ISS of 41,000 cubic yards of in-situ soil, and beneficial reuse of thermally-treated soil as backfill. Remedial design plans were tailored for future transfer of the property to the city redevelopment design needs, while minimizing impact to neighboring residents. The project was the recipient of the ASCE 2005 Engineering Achievement Award and the 2005 Slag Cement Association's (SCA) Best Use of Slag Cement for Sustainable Development award.

Remedial Design of Kendall Bay, Sydney, Australia. Mr. Robb served as the technical consultant to the Remediation Contractor in support of the remedial design, and overall technical direction for the Kendall Bay Remediation Project; a large, urban sediment site in Sydney, Australia. Remedial components specified in the Remedial Action Plan (RAP) include in situ stabilization (ISS), and capping of impacted marine sediment. The project was one of the very first ISS applications for marine sediment in Australia. During his role as technical consultant, he has provided peer review, technical support and guidance in support of the overarching project goal of establishing a remedial design that is constructible, sustainable, cost-effective, and permanent. Tasks included a comprehensive treatability study, ISS pilot study support, and full-scale remedy design support.

REPRESENTATIVE PUBLICATIONS

20-1 Instructor/Coauthor: "Soil Mixing for Environmental Remediation: An Effective Tool for Challenging Sites", Northeast Waste Management Officials' Association (joint webinar with Geo-Solutions, Inc.), August 2020

19-1 Instructor/Coauthor: "Expanding the Use of In Situ Solidification/Stabilization to Provide Additional Tools for the Management of Impacted Sediments " Battelle Sediments Conference, New Orleans, LA, February 2019

19-2 Coauthor: "An Overview of In Situ Stabilization/Solidification Design in Sediment Sites", Battelle Sediments Conference, New Orleans, LA, February 2019

18-1 Inventor: United States Patent No. US 9,909,277 B2, "IN SITU WASTE REMEDIATION METHODS AND SYSTEMS" March 6, 2018

16-1 Principal Investigator/Author: Corrective Action Technology Profile: Practical Feasibility of In Situ Stabilization/Solidification as a Source Control for Coal Combustion Residuals, EPRI Report 3002008475, December 2016

11-1 Contributing Author: Development of Performance Specifications for Solidification/Stabilization, Interstate Technology & Regulatory Council (ITRC), July 2011



Specialties

- Excavations and Retaining Walls
- Landslide Stabilization
- Bridges and Deep Foundations
- Compressible and Liquefiable Soils

Education

M.S., Civil Engineering, University of Illinois at Urbana-Champaign, 2008

B.S., Civil Engineering, University of Illinois at Urbana-Champaign, 2007

Registrations and Certifications

Professional Engineer, Wisconsin (48761-6), Washington (49466) and Illinois (062.071113)

Occupational Safety and Health Administration (OSHA) 40-hour Hazardous Waste Operations and Emergency Response (HAZWOPER) Training

CAREER SUMMARY

Mr. Hansen is a Senior Engineer at Geosyntec with over 13 years of experience in geotechnical engineering consulting. Mr. Hansen has extensive experience with projects related to geotechnical investigation, slope stabilization, foundation design, and design of infrastructure and development projects. Mr. Hansen has led several complex projects, including a 2.4-mile-long light rail extension, a 1.2-km-long 6.5-m-high secant pile wall, two 30- to 40-foot deep shored excavations in Seattle, and several landslide stabilizations. Mr. Hansen is adept at developing solutions for complex problems under challenging technical and schedule constraints. Mr. Hansen's experience focuses on planning and conducting site investigations, preparation of geotechnical reports, evaluation and selection of conceptual design alternatives, development of innovative, cost-effective engineering designs, preparation of construction drawings and specifications, and on-site construction coordination.

KEY PROJECT EXPERIENCE

Tacoma Link Expansion, Sound Transit, Tacoma, Washington. Project Manager. Mr. Hansen prepared geotechnical data and engineering reports and specifications for a 2.4-mile-long extension of the Tacoma Link light rail line and an expansion of Sound Transit's operation and maintenance facility. Project elements included at-grade track and stations, soldier pile retaining walls, deep utility excavations, and slope stability in glacial bluffs with high artesian pressures. Mr. Hansen performed seepage and stability analyses for a 200-foot-high steep slope with complex hydrogeology to understand the interaction of three different aquifers. While the preliminary design by another engineer included a simplified model and costly structural slope stabilization elements, Mr. Hansen was able to eliminate the need for slope stabilization by fully understanding the complex hydrogeology of the slope.

Jackson Gulch and Miller Road Landslide Repairs, Snohomish County, WA. Project Engineer. Slope movement occurred along this county road where previous stabilization attempts had failed for decades, included drainage improvements, road realignment, and a soldier pile wall. Mr. Hansen was tasked with identifying the slide extents and stabilizing the 1.5H:1V slope to State DOT standards. A site reconnaissance and subsurface exploration program was performed and mapped the slide at 190 feet wide and 10 feet deep. Mr. Hansen proposed spiral nails be used to reinforce the slope. The nails could be installed from the roadway without disturbing a wetland below the slope. A test program was implemented to identify construction challenges and evaluate pullout capacities for design. Mr. Hansen performed slope stability analyses to determine optimum nail lengths, sizes, and spacing. Final design included 4 rows of 30-foot-long, 2-inch-diameter nails spaced at 5 feet. As project engineer, Mr. Hansen performed the spiral nail design, coordinated a test nail program, developed the 60, 90, and bid set plans and specifications, and prepared a spiral nail cost estimate for the project. Mr. Hansen oversaw construction which was completed in 2016.

Index-Galena Road Flood Damage Repair, Snohomish County Public Works, Index, Washington. Heavy rains and flooding in 2006 along the North Fork Skykomish River caused damage along several stretches of Index-Galena road, including a half-mile stretch that was considered a total loss with significant portions of pavement, road embankments, and culverts damaged by the flooding. Mr. Hansen worked with other engineers and geologists to perform a site investigation of the soil and rock conditions to support the flood repair design. The site included many steep, unstable slopes, variable colluvium and landslide deposits, and relatively shallow granite deposits. The reconstruction included (i) a new bridge that had improved capacity to transmit floodwaters and resist scour, (ii) several reinforced slopes and mechanically stabilized earth walls to facilitate rebuilding grades within a limited footprint, (iii) several culvert design, including one that was designed to withstand a debris flow, and (iv) a deflection berm designed to channelize debris flow and divert it away from the roadway. Mr. Hansen performed geotechnical design on these various elements, including bridge foundations, reinforced slope/wall dimensions, debris flow estimations, and debris flow deflection and channelization. Mr. Hansen evaluated and designed several different types of retaining walls and reinforced slopes, considering limitations to rights-of-way, efforts to minimize earthwork, and constructability concerns when working on steep slopes and drilling through colluvium. Reconstruction is ongoing with an anticipated 2023 reopening of the road.

Private Residence Landslide Repair, Shoreline, Washington. Project Manager and Project Engineer. Following heavy rains in 2015, this residence in northwest Seattle experienced an approximately 50-foot-wide landslide on their property adjacent to a neighbor's soldier pile retaining wall. Mr. Hansen performed site reconnaissance and performed preliminary design for several repair alternatives. By working with the owner and the neighbor, a cost-effective solution was achieved using Tecco mesh and drilled anchors. Mr. Hansen designed the anchored mesh system and oversaw construction observation services for the successfully completed project.

Delavan Lake South Inlet Channel Stabilization, Lake Delavan Highlands Association (LDHA), Delavan, Wisconsin. Mr. Hansen served as geotechnical lead in the design for stabilization and restoration of approximately 1,800 lineal feet of on the LDHA's inlet channel to Delavan Lake. The project reviewed three alternate designs with standard stabilization and geo-structural options to help control maintenance costs. Mr. Hansen performed slope stability analyses and developed a structural retaining wall option and an anchored mesh option to stabilize portions of the slope. Anchored mesh construction was successfully completed in 2022.

Port Lands Flood Protection and Enabling Infrastructure Project, Toronto, Canada. Mr. Hansen is a lead geotechnical engineer for the design of a naturalized river valley to be constructed as part of a flood protection system for the city of Toronto. The river valley will be constructed through an environmentally impacted site and requires all fills and finishes within the river valley to be constructed under dry conditions. The site is located adjacent to Lake Ontario; therefore, to facilitate dry construction a hydraulic cutoff wall is required around the site. Key geotechnical design components of the design include (i) a 1.6 mile long, 120-ft deep secant pile and slurry wall cut off wall and cofferdam system; (ii) a geosynthetic liner system to line the base of the river valley and provide a barrier to underlying impacted materials; (iii) a temporary 300 ft long, 30 ft tall dam; (iv) 570 ft of permanent sections of marine dock walls; and (v) stability assessments of levee berms founded on the geosynthetic liner system. Mr. Hansen lead the secant pile design team that is performing detailed calculations and assessments to develop the design, and he oversees the geotechnical aspects of construction including responding to RFIs and submittals and providing technical training to the field staff. The design included the use of concrete reinforced with glass fiber reinforced polymer (GFRP) bars to allow for a "soft eye" in the secant pile wall for utility tunneling.

Confidential Litigation Support, Detention Pond Failure, Ohio, 2022. This project involves a detention pond that became non-functional as a result of a dike failure on a neighboring property. Mr. Hansen provided engineering support to the pond owner, including (i) assessing immediate risk of further damage, (ii) determining the cause of the failure, (iii) developing a timeline of events that preceded failure, and (iv) developing conceptual repair alternatives. By performing a site visit, reviewing satellite imagery, performing interviews, and studying river profiles and stage data, Mr. Hansen and his team were able to connect seemingly unrelated pieces of information into a tight and complete, multi-disciplinary narrative. The narrative dispelled competing narratives that the neighboring property owner was attempting to craft to reduce their responsibility. Mr. Hansen and his team communicated with multiple impacted parties and government regulators to help resolve the issue amicably while limiting potential exposure to the pond owner. Repair designs and potential litigation are ongoing.

Timothy Knutsen, PLA, ASLA, CPSI
 Principal, Landscape Architect



Tim is a professional landscape architect and a principal at Beckett and Raeder, with over 20 years of experience in site design and development. He also heads up our Petoskey, Michigan office working with Northwest Michigan clients on public and private projects. Tim's project experience varies from residential and commercial projects to park and recreation planning and design. Tim received his Bachelor of Landscape Architecture and Associate in Landscape and Nursery Management from Michigan State University and began his career at Beckett & Raeder, Inc. in 1998.



EDUCATION

Bachelor of Landscape Architecture;
 Associate, Landscape Nursery Management
 Michigan State University
 East Lansing, Michigan

AFFILIATIONS

American Society of Landscape Architects

 State of Michigan Registered Construction Storm Water Operator

 State of Michigan
 Soil Erosion and Sedimentation Control Plan Design and Review Certification

SELECTED EXPERIENCE

Bear River Whitewater and Habitat Improvements
 Petoskey, MI

Bear River Recreation Master Plan
 Petoskey, MI
Design Award, Michigan Recreation & Park Association - 2011

Downtown Gateway Study
 Petoskey, MI

City of Petoskey Greenway (MDOT)
 Petoskey, MI

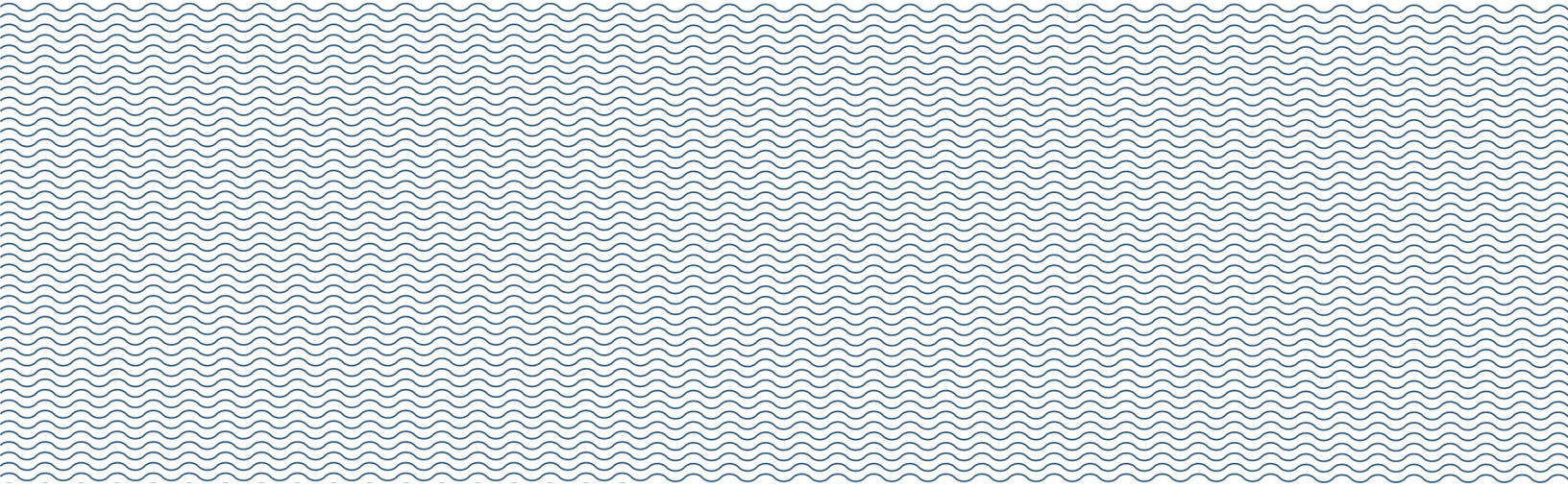
Solanus Mission Beach Access and Environmental Enhancements
 Petoskey, MI

Boyne City Open Space Waterfront Park Master Plan
 Boyne City, MI

Avalanche Park Overlook Improvements
 Boyne City, MI

Dexter DDA Streetscape Improvements
 Dexter, MI

Platte River Park Master Plan
 Homestead Township, MI



Appendix B

Project Cutsheets

Whitesand First Nation Shoreline Stabilization

Lake Nipigon, Ontario (2012 - Ongoing)
Ontario Power Generation
Fees & Cost Confidential

Baird was retained to undertake the planning, design, and construction services for this 1400-metre-long revetment and slope stabilization project on Whitesand First Nation land, on the north shore of Lake Nipigon. The shoreline was actively retreating due to a combination of wave induced erosion and mass wasting. The project involved production and placement of 30,000 tonnes of stone in the revetment, clearing and construction of access roads, construction of a temporary toe road, installation of culverts through the revetment, a boat launch, slope grading, hydroseeding, and planting 28,000 live stakes to stabilize the slope. Working closely with Whitesand First Nation and environmental permitting agencies was an important part of this project.

Baird was responsible for the conceptual, preliminary, and final design of the revetment and slope stabilization works. The project included an assessment of coastal conditions, development of conceptual design options, preparation of the Project Description for the Environmental Assessment, and production of final designs, specifications, construction documents, and quantities. Baird also assisted the Client during the tendering process and provided project management and construction observation services including quarry quality assurance. The project was led by Baird with support from geotechnical engineering and environmental subconsultants.



Before



After



Ontario Place Urban Park and Waterfront Trail

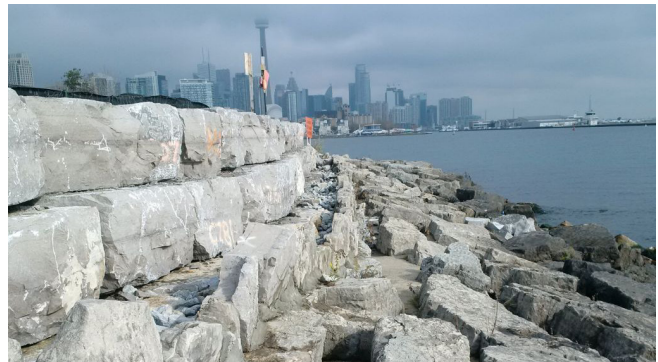
Toronto, Ontario (2014 - 2015)
Infrastructure Ontario

Baird was commissioned as a subconsultant to design and provide construction services for the repair and extension of a large stone revetment on Lake Ontario as part of an urban park and waterfront trail along the east island of Ontario Place.

The park and trail project transformed a portion of the site previously used for parking into a park that provided public access to a section of Toronto's waterfront for the first time in 40 years. It links to an expansive 780 kilometre waterfront trail system that includes parts of the Trans Canada Trail Ontario route as well as the Martin Goodman Trail. The revetment upgrade was required to reduce flood risk and wave overtopping damage. Baird successfully met the challenge of integrating the protection upgrades with the new park and the existing structure in a seamless manner.

Project Features

- Pre-Design (review relevant background information, establish design criteria)
- Conceptual Design (water level, waves, overtopping, and stone stability analysis)
- Design Development (contract drawings and specifications)
- Occasional Construction Observation



Shoreline Protection, Bike Path & Offshore Breakwater

South Shore Park, Milwaukee, Wisconsin (2002 - 2007)
Milwaukee County

Baird & Associates provided professional services to Milwaukee County to restore an existing bike/pedestrian path along Milwaukee's Lake Michigan shoreline, reconnecting the downtown with the communities of St. Francis and Cudahy.

A second component of the project consisted of the design of improvements to an offshore, rubblemound breakwater constructed during the early 1900's. Over time, waves and ice had eroded the stone breakwater, lowering its crest to an elevation barely visible to boaters. By adding new armor stone to the breakwater crest, the top of the breakwater is being raised to an elevation that can be easily seen by boaters, even during periods of high water.

Project Features

- Master plan for phased restoration and reconstruction of the shoreline, bike path, and offshore breakwater
- Wave and water level analyses
- Subsurface probes and grain size analyses
- Topographic and hydrographic surveys
- Aerial photography and photogrammetry
- Regulatory liaison and permit acquisition
- Design, bid, and construction phase services for the construction of the new revetment and bike path, and rehabilitation of the existing offshore breakwater
- Observation of quarry operations and quality control practices need to achieve the level of stone production and quality critical to the success of both construction projects



Before



After

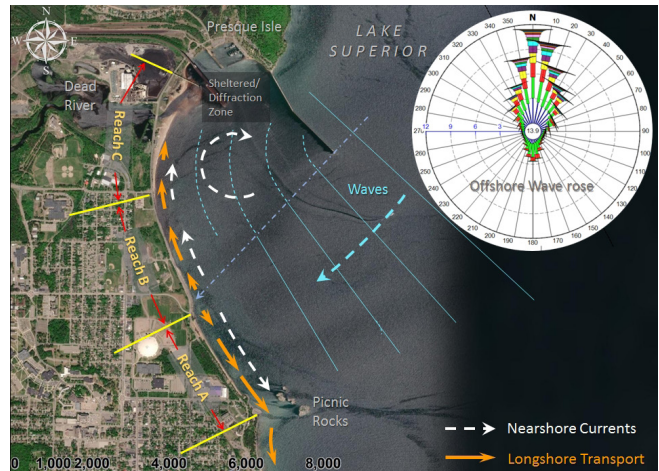


Lake Superior Shoreline Restoration

Marquette, Michigan (2020 - Present)
 Superior Watershed Partnership and the City of Marquette
 \$5.5M US Construction Cost

This \$5.5M project to restore 20 acres of coastal habitat along 4,200 feet of degraded and eroding, post-industrial, shoreline on the south coast of Lake Superior is funded through a combination of grants (i.e., NFWF, NOAA) and local matching funds (i.e., SWP, City of Marquette). In Phase 1, the Baird Team realigned Lakeshore Boulevard an average of an additional 300 ft landward to protect it from ongoing erosion and overtopping. In Phase 2, the team completed concept and preliminary designs to restore 4,000 feet of shoreline currently occupied by a non-engineered and degraded stone revetment.

The designed restoration solution is multi-faceted with a focus on simultaneously providing shore protection and restoring a native shoreline type. This is accomplished through the design of a Living Revetment, inspired by local cobble beaches, which has been engineered to provide erosion and overtopping protection equivalent to or better than a standard armor stone revetment while incorporating habitat elements and coastal wetlands into the structure. The Living Revetment will be capable of dynamically responding to changes in lake levels and wave conditions, providing additional resiliency, and also allows for a lower crest elevation that will maintain lake views from the road. Additionally, by employing lower-cost local materials and a simplified construction process, the design will cost a fraction of what would be required to construct a standard armor stone revetment on the site (approx. 50% savings). Planned upland improvements include constructing a dune-swale complex that is inspired by the natural landscape, which once occupied the site, and will incorporate walking paths and an ADA accessible overlook structure to promote site accessibility and enjoyment by the public.



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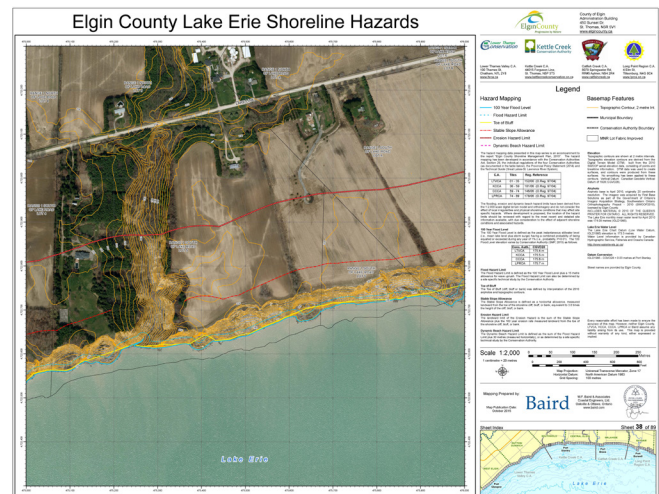
Great Lakes Shoreline Management Plans and Hazard Mapping

Great Lakes (1994 - Present)

Various Conservation Authorities on the Great Lakes

Shoreline Management Plans were developed for six conservation authorities on the Great Lakes: St. Clair Region, Ausable Bayfield, and Niagara Peninsula Conservation Authorities, as well as three conservation authorities in Elgin County. In each case, the shoreline was divided into shoreline reaches based on littoral cells and shoreline characteristics.

The studies included natural hazard mapping for the flood, erosion, and dynamic beach hazards, and the establishment of development setbacks. Historical air photos were used to quantify average annual recession rates. Numerical modeling was used to assess surge and wave runup in support of flood hazard delineation. The dynamic beach hazard was assessed with the COSMOS model. Appropriate shoreline protection measures including non-structural (setbacks) and concept level structural protection options were recommended. The projects included a significant public consultation process to receive input from stakeholders.



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Geosyntec's construction phasing plans were critical to managing interim stability and stormwater control.

Client: Confidential Client

Services Provided:

- ✓ Geotechnical Stabilization of an Active Landslide
- ✓ Slope Stability Analyses/Back Analyses
- ✓ Geotechnical Instrumentation Network Deployment and Data Interpretation
- ✓ Design Of Temporary Erosion and Sediment Control and Long-Term Stormwater Management Features
- ✓ Permit- and Construction-Level Design Drawings
- ✓ Regulatory Liaison

Project Objective

A large landslide occurred at a 70-acre site under development by a third party in Western Pennsylvania, impacting an adjacent state highway and rail line. After emergency actions were implemented to reopen the highway and rail line, stabilization of the site was to occur by the developer under an Administrative Order by the Pennsylvania Department of Environmental Protection (PaDEP). With the goal of stabilizing the site as quickly and efficiently as possible, the prospective purchaser assumed operational control of the site stabilization activities required by the Administrative Order and retained Geosyntec Consultants to develop and evaluate options for stabilizing the site.

Geosyntec's Scope of Services

One of Geosyntec's first steps in developing a stabilization strategy was establishing a performance monitoring program to understand which portions of the site required stabilization. An extensive geotechnical instrumentation network was deployed that included more than 20 inclinometers, 90 surface monuments, and 40 piezometers designed to detect ground movements at critical locations across the site. Concurrent with this activity, Geosyntec was retained by the third party's external and internal counsel to assess the cause of the failure and evaluate short- and long-term stabilization options, including extensive short- and long-term erosion controls and stormwater management. As the project progressed, Geosyntec's role increased until the firm was responsible for development and implementation of the long-term stabilization strategy, negotiations with PaDEP, construction oversight, and performance monitoring.

Stabilization of the site was challenging due to the limited work area and a strong desire to minimize export of material from the site. Geosyntec prepared a design to permanently stabilize the active landslide that made innovative use of the more than 300 feet of vertical relief across the hillside to address stability and stormwater management. The design accounted for: (i) excavation and placement of several hundred thousand cubic yards of landslide debris placed on the site during the emergency actions; (ii) excavation of material impacted during the landslide; (iii) modification of existing grades to improve stability; (iv) construction of a reinforced soil slope to provide additional disposal/storage capacity; (v) construction of an anchored soldier beam and timber lagging wall to allow rapid excavation of slide-susceptible soils at the toe of the landslide; and (vi) a long-term stormwater management system including constructed wetlands and a landscape plan.

Notable Accomplishments

Geosyntec worked closely with the third party management team to develop an effective and efficient stabilization strategy and secure financial compensation from responsible parties for the original landslide. Geosyntec's construction phasing plans were critical to managing interim stability and stormwater control while maintaining the project schedule and cost control.



Geosyntec designed and provided onsite engineering support for the stress relief excavation and installation of soil nail and mesh system to mitigate the impact of landslides on a natural gas pipeline

Client: Confidential

Services Provided:

- ✓ Geotechnical Investigation and Landslide Characterization
- ✓ Geohazard Mitigation Design
- ✓ Engineering Support and Oversight for Construction
- ✓ Design of Soil Nail and Mesh System
- ✓ Instrument Installation and Geotechnical Monitoring Plan
- ✓ Design of Surface and Subsurface Drainage System

Project Objective

A confidential client identified accumulation of strain in a natural gas pipeline resulting from landslide activity in a site in West Virginia based upon a combination of inertial measurement unit (IMU) bending strain, geotechnical field assessment, and geomorphological analysis using LiDAR. Geosyntec provided consulting services to address the geological hazards from the landslide activity affecting their pipeline, designed the geohazard mitigation and landslide stabilization, and provided onsite engineering support during construction. Geosyntec also designed and installed a geotechnical instrumentation and monitoring system to track ground movements and change in the pipeline strain.

Geosyntec's Scope of Services

Geosyntec conducted a desktop review and analysis to formulate a preliminary geologic model and understanding of site conditions, and then performed geotechnical site investigation to characterize the ground movement and to gather information on the subsurface stratigraphy required for landslide stabilization and geohazard mitigation design. Subsequently, Geosyntec compiled the field data and geotechnical laboratory test data and developed design parameters to conduct geotechnical slope stability analyses and assess the existing conditions of the slope. Additionally, Geosyntec prepared recommendations for the stress-relief excavation of the pipeline, including the limits of excavation and pipe replacement, as well as the designs for surface and subsurface drainage system. Geosyntec designed the slope stabilization using soil nail and mesh system and provided engineering oversight during construction of about 400 soil nails with average length of 30 ft.

Geosyntec installed vibrating wire strain gauges on the pipeline, automated inclinometers, and vibrating wire piezometers at the landslide area and implemented a near real-time remote monitoring system to monitor any future strain induced by the ground movement.

Notable Accomplishments

Geosyntec provided analysis, design, and construction oversight for landslide mitigation and implemented a near real-time instrumentation and monitoring system for an active natural gas pipeline affected by an active landslide. Our experts performed geotechnical assessment to characterize the landslide, develop various mitigation options, and implement the selected and most effective options with discussion with the pipeline operator. The selected options were based on considerations of risk reduction at this site to a tolerable level by the pipeline operator, minimal requirement for long-term maintenance of mitigation, and real-time geotechnical monitoring of the site.



Appendix C

Fee Schedule

2023 US Fee Schedule

The fee for our services will be based on the charges listed below. All fee quotations are estimates, and actual fees are based on actual time and expenses incurred by W.F. Baird & Associates Ltd. (Baird) unless otherwise stated in the proposal. All rates are listed in US dollars.

Personnel

Staff Category	Hourly Rate
Senior Consultant	\$335.00
Principal	\$283.00
Senior Professional III	\$262.00
Senior Professional II	\$245.00
Senior Professional I	\$214.00
Staff Professional III	\$187.00
Staff Professional II	\$165.00
Staff Professional I	\$144.00
Senior Technician	\$131.00
Technical Staff	\$122.00
Support	\$102.00

Expert witness services including: trial, mediation and arbitration preparation, depositions, court appearances and attendance at related proceedings, will be charged at 2.0 times the above rates.

Expenses

Direct expenses incurred on the client's behalf are charged at our cost plus 10%. Such items include, but are not limited to, equipment rental, subsistence, printing and reproduction, transportation and travel charges and any special equipment or fees unique to the project. Professional sub-consultant fees are charged at our cost plus 10%. Automobile mileage will be charged at \$0.655/mile.

Rates for hydraulic laboratory, field equipment, specialized numerical models and associated computer time are available on request depending on facilities and equipment used. Deposits for hydraulic basin rental are applied to total rental costs, but are not refundable.

Invoices

Progress invoices shall be issued monthly and shall be paid within thirty days of date of invoice. Balances remaining unpaid at due date are subject to a monthly finance charge of 1.0% (which is an annual rate of 12% per year) until paid. Baird reserves the right to stop work on any project that has past due invoices until all outstanding balances are paid.

Advance payment is required on all non-public work.



BOARD: City Council

MEETING DATE: August 21, 2023

PREPARED: August 17, 2023

AGENDA SUBJECT: Michigan Department of Labor & Economic Opportunity Community Center Grant

RECOMMENDATION: Authorize the Submittal of a Michigan Community Center Grant for Carnegie Building Improvements

Background The Carnegie Building in Downtown Petoskey is in need of windows, emergency lighting, HVAC improvements, concrete façade and stairway repairs, and flooring and lighting upgrades. The engineer’s estimate for this work totaled \$850,000 divided into two phases based upon 2023 numbers. We will be submitting a grant application of \$1.0 million project total with a 10% match for 2025.

Overview The library is undergoing similar work and initially included the Carnegie Building in their project, however, with the increased cost I supported the Library Director in removing the Carnegie improvements from their project. The Michigan Department of Labor and Economic Opportunity (LEO) is allocating \$60 million for this project to provide for education, workforce training, health services, meeting space, and other community needs. LEO anticipates granting multiple grants to be executed in fall 2023. All grant funded projects must be completed by October 31, 2026. If successful we would program this project for the 2025 budget year. Grant awards will range from \$150,000 to \$2,500,000.

Action Discuss and approve the submittal of a Resolution to support the submittal of an application for a Michigan Department of Labor and Economic Opportunity Community Center Grant for facility improvements for the Carnegie Building. The grant submission deadline is August 31, 2023.

sh
Enclosure



Resolution No. 23 - ____

WHEREAS, the City of Petoskey City Council supports the submission of an application titled “Carnegie Building Improvements” to the Michigan Community Center Grant for building, façade, HVAC, and accessibility improvements at the Carnegie Building in Downtown Petoskey; and

WHEREAS, the City of Petoskey is hereby making a financial commitment to the project in the amount of \$100,000 in matching funds:

NOW, THEREFORE, BE IT RESOLVED the City Council of the City of Petoskey, Emmet County, Michigan, resolves as follows:

1. Authorizes the submission of a Michigan Community Center Grant Application for \$1,000,000, and further resolves to make available its financial obligation amount of \$100,000 (10%) during the 2025 fiscal year.
2. Authorizes the City Manager to execute the grant application on behalf of the City.

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

I, Sarah Bek, City 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 21st day of August 2023, 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 August 2023.

Sarah Bek, City Clerk



BOARD: City Council

MEETING DATE: August 21, 2023

PREPARED: August 17, 2023

AGENDA SUBJECT: Second Discussion and Possible Adoption of the 2024-2029 Capital Improvement Plan

RECOMMENDATION: Motion to Adopt 2024-2029 Capital Improvement Plan

Summary This is the second discussion and possible adoption of the proposed six-year Capital Improvement Plan for 2024-2029. The Planning Commission reviewed the draft Capital Improvement Plan (CIP) on August 16, 2023 and recommended approval to City Council. City Council had a first reading and discussion jointly with Planning Commission on August 8, 2023.

Please bring your copy of the 2024-2029 Capital Improvement Plan to the meeting.

Overview The CIP represents a long-term financial plan that helps to establish priorities for the City's investment in capital infrastructure. The CIP, along with the Annual Budget, which appropriates funding for projects identified in the CIP, help set priorities and future direction for the City.

The 2024-2029 CIP totals \$73.9M in expenditures, with capital spending in 2024 proposed at \$8.3M across all funds with \$810,000 from the General Fund.

Action City Council further discuss and motion to adopt the 2024-2029 Capital Improvement Plan.

sb



Resolution No. 23 - ___

WHEREAS, as part of the City's annual budget-preparation process, the City Planner submitted to the Planning Commission on August 16, 2023 the City staff's proposed update to the City's six-year Capital Improvement Plan; and

WHEREAS, the Planning Commission reviewed the proposed 2024-2029 Capital Improvement Plan on August 16, 2023, and recommended its adoption by the City Council; and

WHEREAS, the City Council reviewed the proposed plan on August 8 and August 21, 2023 and concurs with the recommendation of the Planning Commission:

NOW, THEREFORE, BE IT RESOLVED that the City of Petoskey City Council hereby approves the 2024-2029 Capital Improvement Plan as submitted by the City Manager dated August 21, 2023 and approved by the Planning Commission August 16, 2023.

I, Sarah Bek, 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 assembled on the 21st day of August, and of the whole thereof.

In witness where of I have here unto set my hand and affirmed the corporate seal of said City this ___ day of August, 2023.

Sarah Bek, City Clerk



**2024-2029
CAPITAL IMPROVEMENT
PLAN**



DATE: July 31, 2023

TO: Honorable John Murphy, Mayor
City Council
Planning Commission

FROM: Shane Horn, City Manager

SUBJECT: FY 2024-2029 Capital Budget Recommendation

The six-year departmental Capital Improvement Plan (CIP) covering the period of Fiscal Year (FY) 2024-2029, is presented for review and consideration. The CIP is a planning and fiscal management tool used to coordinate the location, timing, and financing of capital improvements over a multi-year period. Capital improvements refer to major, non-recurring physical expenditures such as land, buildings, public infrastructure and equipment.

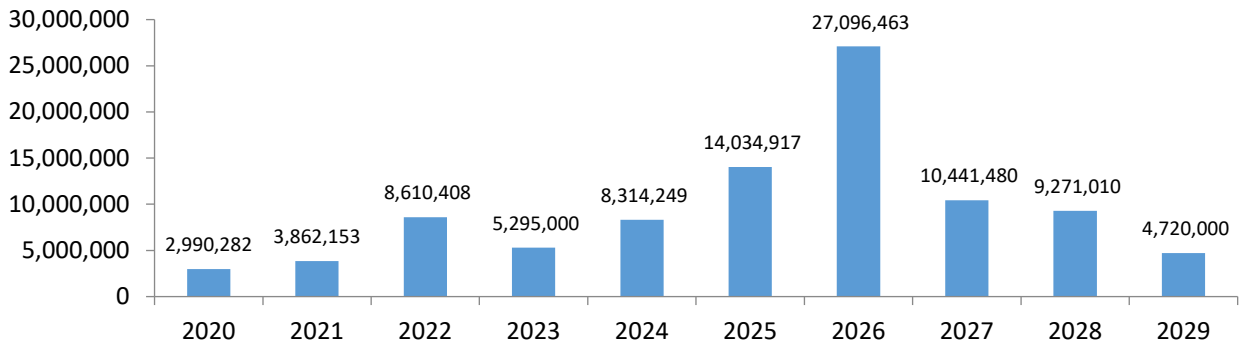
Planning for capital improvements helps build the foundation for the implementation of strategic planning efforts and priorities of City Council while ensuring for the efficient and effective use of public funds. Capital improvement planning helps guide future growth and development while maintaining a financially sound guide for effective decision-making.

The Capital Improvement Plan provides significant direction to the City on funding priorities. Those projects and programs associated within the first year of the plan will be financed and adopted in the Annual Budget. As this is a planning document, programs and projects in subsequent years may be adjusted, modified or removed based upon future priorities and budget constraints.

The 2024-2029 Capital Improvement Plan totals \$73.9 million in expenditures. The FY 2024 budget anticipates \$8.3 million allocation across all funds with \$810,000 from the General Fund.

The following chart compares the capital spending in previous years with the proposed 2024-2029 CIP.

2020-2029



The City has committed significant funding for infrastructure updates and enhancements over the past several years. The 2024 FY continues that investment with the following projects scheduled to be completed:

<i>General Fund</i>	\$810,000
<ul style="list-style-type: none"> • East Lake Street Fire Station – Exhaust Extraction System • Public Safety West – Exhaust Extraction System • Winter Sports Park Pavilion • Winter Sports Park Roof and Windows/Bates Field • Master Planning – Pennsylvania, Arlington, Washington • Little Traverse Wheelway Resurfacing • Little Traverse Wheelway Grant Match 	
<i>Streets and Drainage</i>	\$1,309,800
<ul style="list-style-type: none"> • East Mitchell Street – Division to City limit • Bay View Avenue – East Mitchell to dead end • Rose, Winter Park Lane, Balsam Avenue • Howard Street – East Mitchell to Michigan sidewalk upgrades • Emmet Street – East Mitchell to Michigan • Miscellaneous sidewalk construction and replacement • Pennsylvania Park upgrades 	
<i>Electric</i>	\$1,249,486
<ul style="list-style-type: none"> • Emmet Street – East Mitchell to Michigan • GIS enhancements • Undergrounding – portions of Jennings, Howard, Jefferson, Waukazoo • Undergrounding – portions of Fulton, Petoskey, and Grove • Undergrounding – Mitchell Road - Hill Street to Methodist Church • Undergrounding – Morgan/Priebe/Hillcrest Phase 1 • Electric equipment area renovations • Pennsylvania Park Upgrades • Advanced Metering Infrastructure (AMI) 	
<i>Water & Wastewater</i>	\$996,000
<ul style="list-style-type: none"> • Water main spot repairs • Water – Bay View Avenue – East Mitchell to dead end • Water – Emmet Street - E. Mitchell to Michigan Street • Sanitary Sewer Spot Repairs • Sanitary – Bay View Avenue – East Mitchell to dead end • Sanitary – Emmet Street - E. Mitchell to Michigan Street • Water – Lead and Copper rule materials inventory • Advanced Metering Infrastructure (AMI) • Wastewater Treatment Plant aeration tank blowers PLC Improvements • Ingalls Pump Station Improvements 	
<i>Parking</i>	\$360,000
<ul style="list-style-type: none"> • Saville Lot – parking lot improvements • Parking lot improvements – landscaping • Snow Blower – CBD – replacement • Pennsylvania Park upgrades 	

Motor Vehicle Pool \$678,000

- Streets – front end loader replacement
- Streets - heavy duty underbody plow truck replacement
- Parks - front mount mower
- Public Safety - patrol vehicle replacement

TIFA \$425,000

- Resource Center landscaping improvements
- Sunset Park improvements

There are other long-term projects associated with the Capital Improvement Plan that are significant in nature and will need further input and prioritization as needs and budget discussions move forward.

The City has done a wonderful job in addressing critical infrastructure needs and has effectively prioritized resources while seeking out grant opportunities. The design and engineering of the LTW slope failure, Downtown parking (lot renovations or deck), Infrastructure Optimization, and other goals as listed in the Action Plan and 2021 Livable Petoskey Master Plan will remain key initiatives and require continued feedback and collaboration between staff, City Council and community leaders as we look to address these critical community needs.

The preparation of the Capital Improvement Plan is the result of significant time and effort from many City staff covering all departments. Department Heads have collaborated with their supervisors as needs are prioritized to ensure that essential services remain viable and accessible both today and into future planning efforts. My thanks and appreciation for their efforts in recognizing and prioritizing these critical needs to continue to position the City of Petoskey as a great place to live, work, and play.

Respectfully Submitted,



Shane Horn
City Manager

CIP Overview

The Capital Improvement Plan is a six-year schedule of proposed major capital projects, cost estimates and financing methods. The requirement for capital budgeting is found in Act 33 of the Michigan Public Acts of 2008 being the Michigan Planning Enabling Act.

The Capital Improvement Plan (CIP) establishes the City's blueprint for investment in its capital infrastructure. This document is used as a tool to help ensure that the City's long and short-term capital investments are made in the context of careful consideration of the City's needs as well as the resources available to fund all projects.

The financial guidelines used in the preparation of the CIP will provide assurance that the City can meet, in a full and timely manner, both our debt service obligations and all other obligations competing for available resources. It is our objective to complete as many needed capital improvement projects as financially possible while maintaining flexibility and the ability to adapt to changes as they occur.

Capital Improvement Plan vs. Annual Operating Budget

The Capital Improvement Plan and Annual Operating Budget are two critical documents prepared each year. The relationship between these two documents is summarized by the following points:

Capital Improvement Plan

- Represents a long-term financial plan, including funding sources.
- Establishes priorities and serves as a planning document or blueprint for the City's investment in capital infrastructure.
- Provides a breakdown of major project costs and their phasing.
- Does not appropriate money.
- As indicated by the above points, the Annual Operating Budget is the document which authorizes the actual funding for the major and non-major capital projects.

Annual Operating Budget

- Appropriates money to implement the first year of the Six-Year Capital Improvement plan.
- Appropriates money to implement current year's phase of a major, multi-year project.
- Appropriates money for operating expenditures and expenditures of a continuing nature.

Capital Improvement Plan Guidelines & Benefits

There are several key guidelines the Administration utilized in determining the City's fiscal capacity to complete capital projects over the next six years. These are summarized as follows:

- The Capital Improvement Plan will be reviewed and updated annually.
- The City has determined that paying cash for projects where financially possible (pay-as-you-go financing) reduces long term costs and maintains financial flexibility for the future. In utilizing pay-as-you-go financing, revenue projections and estimated fund balances will be reviewed and evaluated to assure that sufficient reserves are maintained.
- It is not economically feasible to issue debt for some projects, nor do all projects have a projected lifespan long enough to warrant the issuance of debt.
- Under current economic conditions, the ability to complete many projects will depend on identifying and obtaining outside sources of funding.
- Our philosophy for projecting property tax revenues is to be conservative. Between 2009 and 2012 property tax revenues decreased 20%. Fortunately, in the last four years the City has experienced increases in taxable value of 3.4% in 2019, 2.9% in 2020, 3.6% in 2021 and 7.3% in 2022. For 2023, the City is being very conservative in our property tax revenue forecasts anticipating an increase of 4.0% in taxable value.
- The availability of adequate financial reserves or balances that can be used to address unforeseen contingencies or take advantage of sudden opportunities is a critical element in evaluating financial strength.

- Since a significant portion of outstanding debt and future capital improvements are related to the water and sewer utility, user fees associated with these utilities are evaluated in parallel with the CIP.
- As a matter of general policy, the City will do the following in order to be able to fund additional projects needed to serve the citizens of Petoskey:
 - Pursue, when feasible, federal, state and local assistance in the form of grants, low-interest loans, cost-sharing, etc.
 - Look increasingly at ways to obtain revenue through user fees as a means to fund capital projects or as a way to free-up other dollars so they may become available to fund capital projects.

There are many benefits of an effective and ongoing Capital Improvement Plan, including:

- Coordination of the community's physical planning with its fiscal planning capabilities;
- Ensuring that public improvements are undertaken in the most desirable order of priority;
- Assisting in stabilization of tax and utility rates and other charges over a period of years;
- Producing savings in total project costs by promoting a "pay as you go" policy of capital financing thereby reducing interest expense and financing costs;
- Providing adequate time for planning and engineering of proposed projects;
- Ensuring the maximum benefit of the monies expended for public improvements; and
- Scheduling municipal construction activities to be better coordinated with those of other public agencies within the community.

As a regional service center, the City of Petoskey streets, utilities (water, sewer, stormwater, electric), public facilities and parkland service much more than the City's 5,800 residents, therefore, the capital needs are many and will certainly surpass available resources. Capital improvement planning and budgeting encourages the early identification of those needs and resources and thus improves the scheduling, financing, and coordination of individual and related projects to reflect the goals and objectives established in the City's Master Plan and other planning documents.

Funding Sources

The City of Petoskey primarily uses the General Fund, Enterprise Funds or Special Revenue Funds for capital project funding. Examples of Enterprise Funds in this CIP are Parking, Water, Sewer and Electric Funds. Special Revenue Funds are supported by resources dedicated to a specific use, but not supported entirely by their own fee structures. An example is the Right-of-Way Improvement Fund, which receives revenues through annual property-tax levies to offset costs of maintenance, operations and public improvements within street rights-of-way. Capital outlays for buildings and grounds, including parkland, come primarily from the General Fund or Tax Increment Finance Fund. Outside sources of funding have also significantly contributed to capital projects and are reflected in the current capital plan as well. Projects that identify outside funding sources have a more uncertain time-frame, but staff has attempted to be realistic with projections based on the need for a match in local funding.

Capital Improvement Plan and Structure

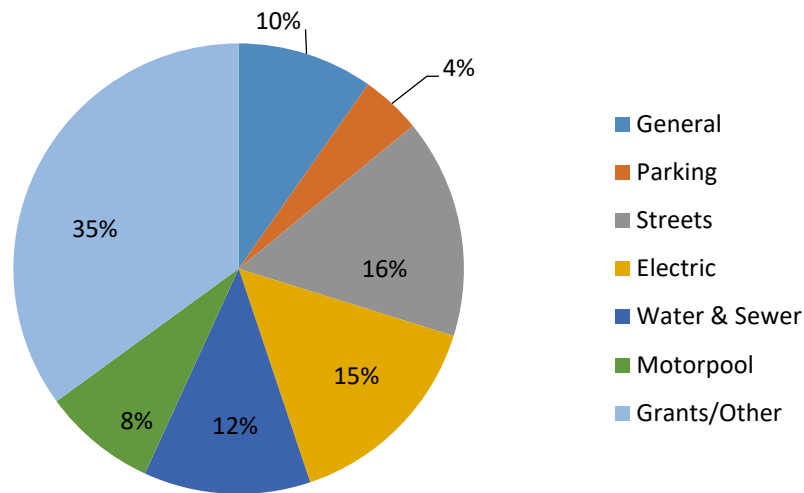
A capital expenditure is defined as an item that has a significant value and a useful life greater than three years. Expenditures for building construction and renovation, land purchases and improvements, and major equipment are generally capital expenditures in contrast to operating costs such as salaries, supplies and services that are budgeted annually in the various department operating budgets.

Significant value is defined for purposes of the Plan as any infrastructure project that costs \$25,000 or more and any equipment, materials or vehicles that cost \$10,000 or more. Minor capital purchases such as office furniture, computers, etc. are not included in this document.

Projects that correspond with City priorities and have a potential funding source available, are included in the Plan. The Capital Improvement Plan is then presented to both the Planning Commission and City Council. The CIP is designed to be amended on an annual basis, as projects scheduled in later years are identified on a needs basis, and may not have an available funding source. Projects can be added or subtracted as the needs and resources of the community change.

The 2024-2029 CIP provides information on seven project funding categories including: General; Parking; Streets; Electric; Water and Sewer; Motor Vehicle Pool; and Grants/Other.

2024 Capital Expenditures by Fund



2024 Scheduled Capital Improvement Projects

Streets and Drainage

In 2024, East Mitchell Street from Division Street to the City limit will be resurfaced with assistance of Small Urban Grant funding. This project will be coordinated with Emmet County Road Commission as they will be picking up at the City limit and extending repaving to Division Road.

Bay View Avenue from East Mitchell to the dead end will be reconstructed including curbs and gutters.

The City will also earmark \$524,400 to complete miscellaneous pavement preservation, paving and street repairs. Portions of the following streets will be included: Rose, Clinton, Winter Park Lane, and Balsam Avenue.

Water and Wastewater System

Water and sanitary sewer mains will be replaced as part of the street reconstruction work on Bay View Avenue from East Mitchell Street to the dead end. We have also budgeted for upgrades on Emmet Street from East Mitchell to Michigan Street in conjunction with potential redevelopment of adjacent properties. We continue to budget for Lead and Copper Rule Materials Inventory work that is due by January 2025. The Wastewater Treatment Plant aeration blowers are scheduled for upgrades to more efficiently manage our aeration process along with upgrades to our Programmable Logic Controllers (PLC). The Ingalls Pump Station is scheduled for a new roof along with exterior painting and improvements. We have also budgeted \$45,000 for miscellaneous water and sewer spot repairs and upgrades that we may encounter during 2024.

Sidewalks

In our continuing efforts to improve upon walkability within the City of Petoskey, the City has budgeted \$200,000 for sidewalk construction and replacements at Howard and East Mitchell southeast corner, as well as miscellaneous City-wide sidewalk spot repairs will also be completed in 2024.

Electric System

Each year the City makes substantial investments into the municipal electric distribution system enhancing reliability through system upgrades and the undergrounding of overhead electric lines. In 2024, the City will continue its strong investments in the electric distribution system by earmarking \$1.3 million for system-wide upgrades.

Specifically, just over \$1.0 million has been earmarked for the installation of three-phase underground lines in the residential areas including portions of Jennings Avenue, Howard Street, Jefferson, Waukazoo, Fulton, Petoskey, Grove, Hill, Morgan, Priebe and Hillcrest.

Not only does undergrounding electric lines improve reliability of our municipal electric service delivery but it also creates more aesthetically pleasing neighborhoods. The City will also be completing electrical substation maintenance on the Mitchell Street and Petoskey Substation. We are also continuing to study the initial phase of Automated Metering Infrastructure (AMI) for the water and electric system.

Lastly, \$50,000 has been budgeted to complete additional Geographical Information Systems (GIS) mapping transferring existing electric computer models and record drawings to an updated database and providing field crews with field tablets, along with \$75,000 for continued landscaping and beautification efforts around equipment areas in the Central Business District.

Motor Vehicle Pool

Motor Vehicle Pool purchases planned for 2024 total \$678,000 and include the following:

- Replacement of a 2013 front mount mower for Parks and Recreation
- Replacement of a 2003 front-end loader for Public Works
- Replacement of a 2012 heavy-duty underbody plow truck for Public Works
- Replacement of a 2020 patrol vehicle for Public Safety

Buildings and Grounds

We have allocated \$100,000 for the East Lake Fire Station and Public Safety West Station to install vehicle exhaust extraction systems to more safely and efficiently perform testing and maintenance of vehicles and equipment.

Parks and Special Facilities Improvements

In the City's continuing efforts to improve upon and expand parks and city facilities, the City will undertake a variety of projects in 2024:

Pennsylvania Park Upgrades

As part of the Downtown Greenway Corridor, site amenities from Bay Street to East Mitchell Street will include Park Avenue sidewalk widening landscaping, lighting and storm water management improvements. Grant funds will offset shared costs within Parking, Streets and Electric funds.

Resource Center Landscaping Upgrades

We have allocated \$25,000 to make improvements and upgrades to the landscaping including hard scapes for picnic areas.

Winter Sports Park Pavilion

A capital campaign has been raising funds for the addition of a pavilion over the existing hockey rink. This allocation would be used to contribute to the overall project and supplemental costs.

Winter Sports Park Lodge Roof and Windows/Bates Field

The existing Winter Sports Park building is 33 years old. Replacement of the roof will be the first phase of improvements. This project is allocated at \$200,000. This project was bid and scheduled for 2023, and will be carried forward and scheduled to be completed during the off season. We will also include roofing upgrades at Bates Field facility.

Sunset Park Improvements

This project will include an accessible pathway, fencing replacement, landscaping improvements, amenities (picnic tables, benches, trash containers) and parking lot improvements. TIFA funds will be used for this project.

Little Traverse Wheelway Resurfacing

We have \$150,000 to continue to invest in on-going resurfacing needs for the wheelway.

Little Traverse Wheelway

We have budgeted for the 20% match of the High Water Infrastructure Grant requirement. Our hope is that we will continue to work with our community partners to reduce this commitment.

Park Master Plans

Master Planning for Pennsylvania, Arlington, and Washington Parks, utilizing concepts from the Parks and Recreation Master Plan. This public engagement process will assist in refining capital needs and plans for these public spaces.

Parking

The 2024 Capital Improvement Plan includes funds from the Parking Fund to improve the Saville Lot with new paving, central pay station, and associated renovations to improve the flow and functionality of the lot. The Parking Fund also includes resources for landscaping modifications and upgrades as well as the replacement of a snow blower unit with associated attachments dedicated to the Central Business District.

**City of Petoskey
Capital Improvement Plan
For the Years 2024 through 2029**

Expenditure Summary

	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
General	810,000	867,500	3,550,000	630,000	1,523,000	375,000
Parking	360,000	150,000	100,000	100,000	0	0
Streets	1,309,800	1,900,000	1,010,000	1,500,000	825,000	1,612,000
Electric	1,249,486	1,077,500	1,488,000	1,056,000	1,223,010	913,000
Water & Sewer	996,000	1,267,000	1,250,000	1,000,000	1,000,000	1,200,000
Motorpool	678,000	560,000	487,000	637,000	575,000	620,000
Grants/Other	2,910,963	8,212,917	19,211,463	5,518,480	4,125,000	0
Total	<u>8,314,249</u>	<u>14,034,917</u>	<u>27,096,463</u>	<u>10,441,480</u>	<u>9,271,010</u>	<u>4,720,000</u>
					6-year Total	<u>73,878,119</u>

Revenue Summary

<u>Fund</u>	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>	<u>2028</u>	<u>2029</u>
General	\$ 517,252	\$ 631,720	\$ 587,176	\$ 541,368	\$ 494,278	\$ 445,886
Parking	100,000	100,000	100,000	100,000	100,000	100,000
Streets	1,374,830	1,958,991	1,074,336	1,116,139	1,159,446	1,204,310
Electric	1,200,000	1,150,000	1,100,000	1,100,000	1,150,000	1,100,000
Water & Sewer	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000
Motorpool	550,000	550,000	550,000	550,000	550,000	550,000
Grants/Other	2,910,963	8,212,917	19,211,463	5,518,480	4,125,000	-
Total	<u>\$ 7,753,045</u>	<u>\$ 13,703,628</u>	<u>\$ 23,722,975</u>	<u>\$ 10,025,987</u>	<u>\$ 8,678,724</u>	<u>\$ 4,500,195</u>
					Six Year Total	\$ 68,384,554

Revenue Assumptions

General Fund and Streets based on General and ROW spreadsheet showing available balance.
 Parking Fund based on assumption of \$75,000 in net income annually after meter rate increase.
 Electric Fund based on assumption of \$1,250,000 in net income and depreciation totaling in excess of this amount.
 Water & Sewer is allocated \$1,000,000 in total for both systems based on 2018 rate study.
 Motorpool based on net income plus depreciation exceeding \$450,000 annually and adjusted for available contribution from cash reserves. Adjust succeeding years for purchases that exceed allocated amount.
 Grants/Other is applicable grants covering a specific proposed project in the given year and projects that would require bonding.

City of Petoskey
Capital Improvement Plan
Revenue and Expense Estimates
General Fund

	Actual 2021	Actual 2022	Budget 2023	Estimated					
				2024	2025	2026	2027	2028	2029
Revenues:									
Operating:									
General operating property tax revenue	\$ 3,522,173	\$ 3,744,949	\$ 3,934,000	\$ 4,091,360	\$ 4,255,014	\$ 4,382,665	\$ 4,514,145	\$ 4,649,569	\$ 4,789,056
Solid waste property tax revenue	235,717	249,070	262,200	272,688	283,596	292,103	300,866	309,892	319,189
Public Safety Equipment		-	-	-	-	-	-	-	-
Other sources**	5,298,315	5,600,978	5,426,300	5,480,563	5,535,369	5,590,722	5,646,630	5,703,096	5,760,127
Bond Proceeds/Grants-nonrecurring	236,230	116,677	504,500	-	-	-	-	-	-
Marina reserve capital outlay purchase		-	-						
	<u>9,292,435</u>	<u>9,711,674</u>	<u>10,127,000</u>	<u>9,844,611</u>	<u>10,073,979</u>	<u>10,265,491</u>	<u>10,461,641</u>	<u>10,662,557</u>	<u>10,868,372</u>
Less: bond proceeds/grants/contribution	236,230	116,677	504,500	-	-	-	-	-	-
Revenues as adjusted	\$ 9,056,205	\$ 9,594,997	\$ 9,622,500	\$ 9,844,611	\$ 10,073,979	\$ 10,265,491	\$ 10,461,641	\$ 10,662,557	\$ 10,868,372
Expenditures:									
Original amount - less debt payments	\$ 8,521,080	\$ 8,969,962	\$ 9,980,050	\$ 9,211,960	\$ 9,442,258	\$ 9,678,315	\$ 9,920,273	\$ 10,168,280	\$ 10,422,487
Debt payments- marina/public safety (actual)	226,500	224,000	219,600	215,400	100,000	100,000	100,000	100,000	100,000
Less:									
Cash reserves funding capital outlay	n/a	n/a	-	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)	(100,000)
Public Safety Equip purchase	(62,882)	(31,197)	(41,900)	-	-	-	-	-	-
Capital Outlay	n/a	n/a	(994,500)	-	-	-	-	-	-
Expenditures as adjusted	8,684,698	9,162,765	9,163,250	9,327,360	9,442,258	9,678,315	9,920,273	10,168,280	10,422,487
Revenues as adjusted	9,056,205	9,594,997	9,622,500	9,844,611	10,073,979	10,265,491	10,461,641	10,662,557	10,868,372
Revenue available for projects & outlays	\$ 371,507	\$ 432,232	\$ 459,250	\$ 517,252	\$ 631,720	\$ 587,176	\$ 541,368	\$ 494,278	\$ 445,886

Tax revenue and other sources is estimated based on 2023 levels as follows; 2024 (+4.0%), 2025 (+4.0%), 2026 (+3.0%), 2026 (+3.00), 2027 (+3.00%), 2028 (+3.00%), 2029 (+3.00%).
* Budget expenditure amounts for 2024 are 3.0% and 2025 thru 2029 are based on adjusted expenditures increased at 2.5% annually above the previous year's amount.
Marina debt service final payment \$115,400 in 2024.
Annual repayment to Electric Fund \$100,000 complete in 2031.
Included \$100,000 per year available from General Fund Balance for years 2024 through 2029.

City of Petoskey
 Capital Improvement Plan
 Revenue and Expense Estimates
Street Funds

2023 Budget	Major Street	Local Street	General Street	Total
Revenues:				
Operating	\$ 790,900	\$ 273,500	\$ 9,500	\$ 1,073,900
Contributions & grants	-	-	1,450,000	\$ 1,450,000
	790,900	273,500	1,459,500	2,523,900
Less: Contributions/grants	-	-	1,450,000	1,450,000
Revenues net of R.O.W. contributions	\$ 790,900	\$ 273,500	\$ 9,500	\$ 1,073,900
Expenditures:				
Total	\$ 1,376,400	\$ 485,700	\$ 1,556,500	\$ 3,418,600
Less:				
Construction*	785,000	115,000	260,000	1,160,000
Expenditures net of construction	591,400	370,700	1,296,500	2,258,600
Revenues net of R.O.W. contributions	790,900	273,500	9,500	1,073,900 ****
Operating revenue funded by R.O.W.	\$ (199,500)	\$ 97,200	\$ 1,287,000	\$ 1,184,700

	Actual 2021	Actual 2022	Budget 2023	Estimated					
				2024	2025	2026	2027	2028	2029
Right of Way Fund:									
Property tax revenue ***	\$ 1,817,240	\$ 1,889,447	\$ 2,003,100	\$ 2,083,224	\$ 2,166,553	\$ 2,231,550	\$ 2,298,496	\$ 2,367,451	\$ 2,438,474
Contribution towards operating expenses**	963,959	870,100	1,184,700	1,208,394	1,232,562	1,257,213	1,282,357	1,308,005	1,334,165
Revenue available - ROW Fund	853,281	1,019,347	818,400	874,830	933,991	974,336	1,016,139	1,059,446	1,104,310
Street Funds:									
Cash Reserves available - Capital Outlay	-	-	-	500,000	1,025,000	100,000	100,000	100,000	100,000
Revenue available-Capital Outlay	\$ 853,281	\$ 1,019,347	\$ 818,400	\$ 1,374,830	\$ 1,958,991	\$ 1,074,336	\$ 1,116,139	\$1,159,446	\$1,204,310

* Construction includes street, sidewalk, forestry and engineering costs.

** Total operating revenue contribution increased 2% each year from 2023 amount.

*** Tax revenue and other sources is estimated based on 2023 levels as follows; 2024 (+4.0%), 2025 (+4.0%), 2026 (+3.0%), 2027 (+3.0%), 2028 (+3.0%), 2029 (+3.0%).

**** Contributions to the General Street Fund include an annual contribution from the Electric Fund in the amount of \$250,000.

City of Petoskey
Capital Improvement Plan
Revenue and Expense Estimates
Tax Increment Finance Authority

	Actual	Actual	Budget	Estimated					
	2021	2022	2023	2024	2025	2026	2027	2028	2029
Revenues:				*					
Captured tax revenue	\$ 410,636	\$ 543,784	\$ 574,000	\$ 596,960	\$ 620,838	\$ 639,464	\$ 658,647	\$ 678,407	\$ 698,759
Interest income	5,255	80,019	3,000	4,000	4,000	4,000	4,000	4,000	4,000
	<u>415,891</u>	<u>623,803</u>	<u>577,000</u>	<u>600,960</u>	<u>624,838</u>	<u>643,464</u>	<u>662,647</u>	<u>682,407</u>	<u>702,759</u>
Less:	-	-	-	-	-	-	-	-	-
Total revenue	<u>\$ 415,891</u>	<u>\$ 623,803</u>	<u>\$ 577,000</u>	<u>\$ 600,960</u>	<u>\$ 624,838</u>	<u>\$ 643,464</u>	<u>\$ 662,647</u>	<u>\$ 682,407</u>	<u>\$ 702,759</u>
Expenditures:									
Contracted services	\$ 82,477	\$ 355,172	\$ 245,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Lease payment to Debt Service Fund	<u>236,000</u>	<u>265,000</u>	<u>254,000</u>	<u>264,000</u>	<u>254,000</u>	<u>247,000</u>	<u>222,000</u>	<u>215,000</u>	<u>210,000</u>
Total expenditures	<u>318,477</u>	<u>620,172</u>	<u>499,000</u>	<u>274,000</u>	<u>264,000</u>	<u>257,000</u>	<u>232,000</u>	<u>225,000</u>	<u>220,000</u>
Total revenues	<u>415,891</u>	<u>623,803</u>	<u>577,000</u>	<u>600,960</u>	<u>624,838</u>	<u>643,464</u>	<u>662,647</u>	<u>682,407</u>	<u>702,759</u>
Rev. available- Capital Improvement	<u>\$ 97,414</u>	<u>\$ 3,631</u>	<u>\$ 78,000</u>	<u>\$ 326,960</u>	<u>\$ 360,838</u>	<u>\$ 386,464</u>	<u>\$ 430,647</u>	<u>\$ 457,407</u>	<u>\$ 482,759</u>

Tax revenue and other sources is estimated based on 2023 levels as follows; 2024 (+4.0%), 2025 (+4.0%), 2026 (+3.0%), 2027 (+3.0%), 2028 (+3.0%), 2029 (+3.0%).

**City of Petoskey
Capital Improvement Plan
Project Funding Source
2024**

PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
<u>STREETS AND DRAINAGE</u>										
Miscellaneous Pavement Preservation, Paving and Repair - East Mitchell Street	The purpose of this project is to replace or rehabilitate existing pavement and curb lines. Small Urban Grant funding will be utilized to rehabilitate East Mitchell Street from Division Street to the City Limit. Work to be coordinated with Emmet County Road Commission repaving of East Mitchell from City limit to Division Road.	Right-of-Way			150,000				235,963	385,963
Bay View Avenue - East Mitchell Street to Dead End	Full reconstruction of a portion of Bay View Avenue including curbs and gutter and new asphalt surfaces.	Right-of-Way			244,800					244,800
Miscellaneous Pavement Preservation, Paving and Repair - Rose Street, Winter Park Lane and Balsam Avenue	The purpose of this project is to replace or rehabilitate existing pavement and curb lines if applicable. Project limits are as follows: Rose Street - Clinton Street to Winter Park Lane; Winter Park Lane - Arlington Avenue to Winter Sports Park; and Balsam Avenue - Arlington to Dead End.	Right-of-Way			524,400					524,400
Howard Street - East Mitchell to Michigan Street	The purpose of this project is to remove railroad tracks within Howard Street and sidewalk area south of East Mitchell Street in conjunction with sidewalk upgrades.	Right-of-Way			45,600					45,600
Emmet Street - East Mitchell Street to Michigan Street	Possible reconfiguration of Emmet Street in conjunction with redevelopment of 400 Emmet (video club) and 202 East Mitchell (7-11). Reconfiguration may include narrowing Emmet Street to allow for loading/unloading zones on Emmet Street adjacent to redevelopments, decorative street-lighting, landscaping, etc.	Right-of-Way			25,000	25,000			TBD	50,000
<u>WATER AND WASTEWATER SYSTEM</u>										
Water - Bay View Avenue - East Mitchell Street to Dead End	Replacement of water mains and components in conjunction with street reconstruction along with the installation of a much needed water main loop that will improve water quality and pressures.	Operating Revenue					246,000			246,000
Sanitary - Bay View Avenue - East Mitchell Street to Dead End	Miscellaneous sanitary spot repairs and adjustments.	Operating Revenue					15,000			15,000
Water - Miscellaneous Water Main Spot Repairs and Upgrades	Water main work will take place in conjunction with street resurfacing projects along with lead and copper service investigations and possible replacement.	Operating Revenue					30,000			30,000
Sanitary - Miscellaneous Sewer Main Spot Repairs and Upgrades	Sewer main work will take place in conjunction with street resurfacing.	Operating Revenue					15,000			15,000
Water - Emmet Street - East Mitchell to Michigan Street	Replacement of water main and components in conjunction with redevelopment of adjacent properties.	Operating Revenue					75,000			75,000

**City of Petoskey
Capital Improvement Plan
Project Funding Source
2024**

PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewe	Motorpool	Grants/Other	Total
Sanitary - Emmet Street - East Mitchell to Michigan Street	Replacement of sanitary mains and components in conjunction with street resurfacing.	Operating Revenue					75,000			75,000
Water - Lead and Copper Rule Materials Inventory	The State of Michigan (EGLE) requires all public water supplies to submit a complete Distribution System Materials inventory by January 1, 2025.	Operating Revenue					50,000			50,000
Advanced Metering Infrastructure (AMI) System	Continuation of water AMI system.	Operating Revenue							TBD	TBD
Aeriation Tank Blowers - PLC - Improvements	Aeriation blowers at the Wastewater Treatment Plant will be upgraded with new controls to better manage aeriation process, along with WWTP Programmable Logic Controller (PLC) upgrades.	Operating Revenue					450,000			450,000
Ingalls Pump Station Improvements	Ingalls Pump Station is critical infrastructure. New roofing, exterior painting and improvements required.	Operating Revenue					40,000			40,000
SIDEWALKS										
Miscellaneous Sidewalk Construction and Replacement	Sidewalk additions and replacements will take place in conjunction with street reconstruction and resurfacing projects along with miscellaneous fixes city wide.	Right-of-Way			130,400					130,400
Sidewalk Replacement - Howard and East Mitchell Street	Sidewalk replacement and upgrades to Howard and East Mitchell southeast corner (former JC Penney area).	Right-of-Way			69,600					69,600
ELECTRIC SYSTEM										
Advanced Metering Infrastructure System	Provides for time-of-use energy sales, automatic meter reading, remote disconnects/reconnects, and outage detection.	Operating Revenue							TBD	TBD
Electric System GIS (Secondary & Services)	Addition of secondary (600V) and service lines into GIS system. Expands data and mapping to include secondary and service lines plus conduit, handholes and pedestals.	Operating Revenue				50,000				50,000
Residential Conversion Project - Jennings Avenue plus portions of Howard Street, Jefferson and Waukazoo Streets	Conversion of the existing overhead distribution circuit to underground within residential corridors. Removes very old overhead system, converts to more reliable underground completes conversion in this area to 7.2/12.5kV.	Operating Revenue				448,586				448,586
Residential Conversion Project - Portions of Howard Street, Fulton, Petoskey and Grove Streets	Conversion of the existing overhead distribution circuit to underground within residential corridors. Removes very old overhead system, converts to more reliable underground and completes conversion in this area to 7.2/12.5kV.	Operating Revenue				222,000				222,000
Mitchell Road Conversion Project - Hill Street to Methodist Church	Conversion of the existing overhead distribution circuit to underground along this wooded corridor. Removes overhead system in wooded area and converts to more reliable underground.	Operating Revenue				122,400				122,400

**City of Petoskey
Capital Improvement Plan
Project Funding Source
2024**

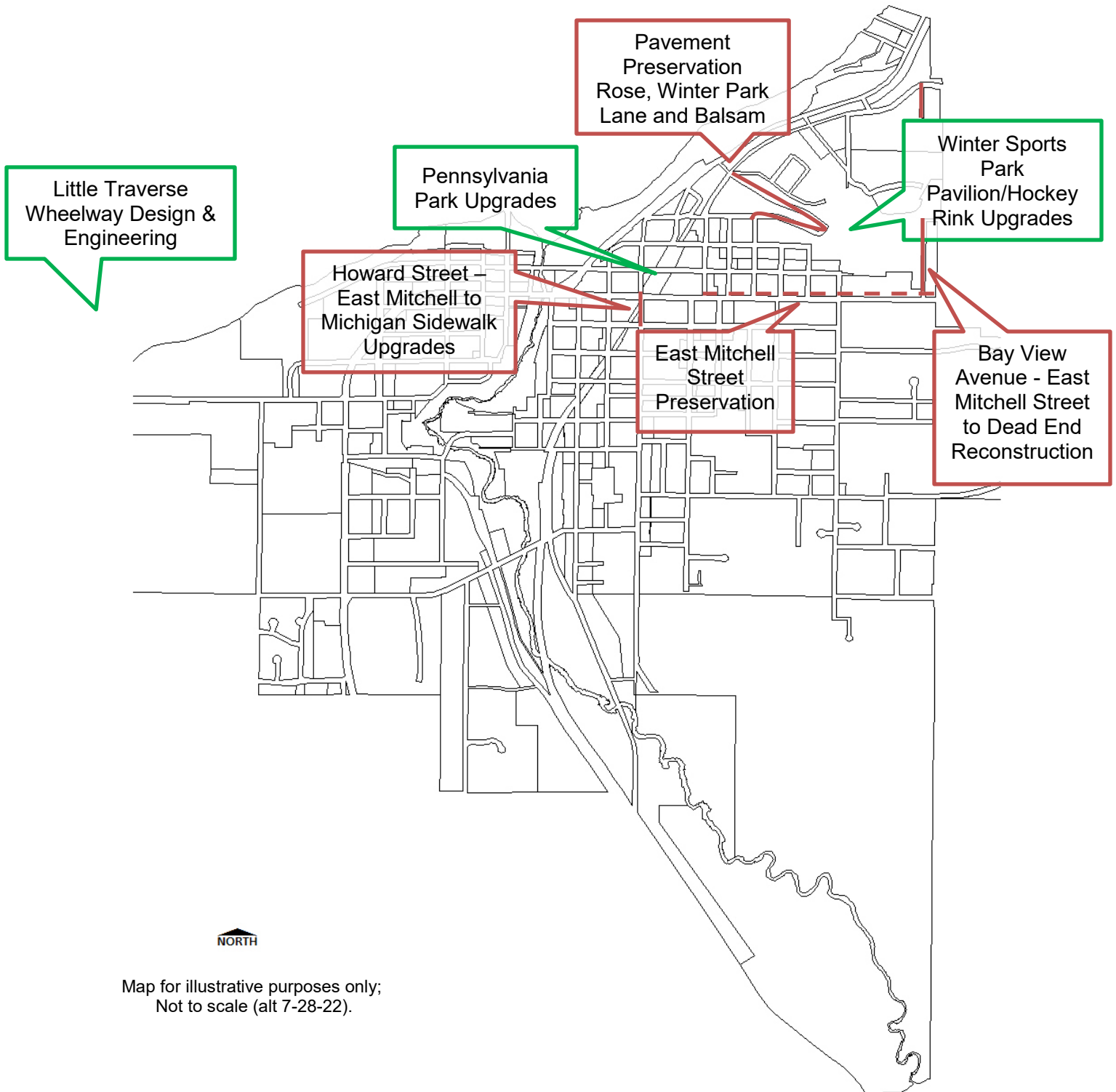
PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
Residential Conversion Project - Morgan/Priebe/Hillcrest (Phase 1)	Conversion of the existing overhead distribution circuit to underground within residential corridors. Removes very old overhead system, converts to more reliable underground and prepares for conversion to 7.2/12.5kV.	Operating Revenue				231,500				231,500
Electric Equipment Area Renovations	Equipment areas mainly within the Central Business District will be renovated with fresh landscaping, etc.	Operating Revenue				75,000				75,000
MOTOR POOL										
Patrol Vehicle - Replacement	To replace patrol vehicle #444 (2020) with 2024 unit. Painting and lettering required.	Operating Revenue						65,000		65,000
Front End Loader - Streets - Replacement	Replace Unit #107 (2003).	Operating Revenue						290,000		290,000
Heavy Duty Plow Truck/Underbody - Streets - Replacement	Replace Unit #98 (2012).	Operating Revenue						285,000		285,000
Out-front Mower - Parks and Rec - Replacement	Replace Parks and Rec Unit #180 (2013).	Operating Revenue						38,000		38,000
DOWNTOWN AREA										
Parking Lot Improvements - Saville Lot	Installation of pay station (\$25,000), new asphalt paving along with renovations to improve functionality (\$190,000).	Parking		215,000						215,000
Parking Lot Improvements	Installation of landscape modifications and upgrades.	Parking		30,000						30,000
Snow Blower - CBD - Replacement	Replace Unit #4 (2019) with a heavy duty unit that will accommodate a blower, broom and salt spreading unit. Funding through DMB.	Parking		65,000						65,000
BUILDINGS AND GROUNDS										
Public Safety West	Installation of vehicle exhaust extraction system for two vehicles.	Operating Revenue	45,000							45,000
Public Safety - East Lake Street Station	Installation of a vehicle exhaust extraction system for four vehicles.	Operating Revenue	55,000							55,000
PARKS AND SPECIAL FACILITIES										
Pennsylvania Park Upgrades	As part of the Downtown Greenway Corridor site amenities from Bay Street to East Mitchell Street, Park Avenue sidewalk widening, landscaping, lighting and storm water management improvements will be constructed in accordance with final engineered plans. Grant funding would offset Street/Sidewalk Fund.	Operating Revenue		50,000	120,000	75,000			150,000	395,000
Resource Center Landscaping and Property Upgrades	The landscaping around the Resource Center needs to be improved. Trees were lost in 2020-2021. Hard scape added for picnic tables.	TIFA						25,000		25,000
Sunset Park Improvements	Accessible pathway, fencing, landscaping improvements, amenities (tables, benches, trash) and parking lot improvements.	TIFA						400,000		400,000

**City of Petoskey
Capital Improvement Plan
Project Funding Source
2024**

PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	/Water & Sewe	Motorpool	Grants/Other	Total
Winter Sports Park Pavilion/Hockey Rink Upgrades	The existing hockey rink will receive upgrades that include new surfacing, boards and a pavilion which will cover the entire rink.	Operating Revenue Grant/Capital	100,000						1,300,000	1,400,000
Park Master Plans for Pennsylvania, Arlington, Washington	Concepts of the parks can be developed based on P&R Master Plan update information. Plans will be refined as park construction are planned.	Operating Revenue	60,000							60,000
Winter Sports Park/Bates Roof and Windows	Project was bid in 2023 with only one roof bidder and no window bids. Project to be bid 2023 along with Bates roof.	Operating Revenue	200,000							200,000
Little Traverse Wheelway	Design and engineering for the slope failure area.	Operating Revenue	200,000						800,000 EGLE Grant	1,000,000
Little Traverse Wheelway	Resurfacing.	Operating Revenue	150,000							150,000
Grand Totals			\$810,000	\$360,000	\$1,309,800	\$1,249,486	\$996,000	\$678,000	\$2,910,963	\$8,314,249

City of Petoskey 2024-2029 Capital Improvement Plan

2024 Projects



Map for illustrative purposes only;
Not to scale (alt 7-28-22).

**City of Petoskey
Capital Improvement Plan
Project Funding Source
2025**

PROJECT CATEGORY	Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
<u>STREETS AND DRAINAGE</u>									
Howard Street from Sheridan Street to Michigan Street including a portion of Washington Street	This project is a full reconstruct including sidewalks and ADA ramps. Washington Street will be reconstructed from Petoskey Street to Howard Street.	Right-of-Way		1,500,000					1,500,000
<u>WATER AND WASTEWATER SYSTEM</u>									
Water - Howard Street and Miscellaneous Water Main Spot Repairs and Upgrades	Water main work will take place in conjunction with street reconstruction.	Operating Revenue				756,000			756,000
Sanitary - Howard Street and Miscellaneous Sewer Main Spot Repairs and Upgrades	Sewer main work will take place in conjunction with street reconstruction.	Operating Revenue				511,000			511,000
Advanced Metering Infrastructure (AMI) System	Continuation of water AMI System.	Operating Revenue						TBD	TBD
<u>SIDEWALKS</u>									
Miscellaneous Sidewalk Construction and Replacement	Sidewalk additions and replacements will take place in conjunction with Howard Street reconstruction and other priorities established in the Non-Motorized Facilities Plan.	Right-of-Way		400,000					400,000
<u>ELECTRIC SYSTEM</u>									
Advanced Metering Infrastructure System	Provides for time-of-use energy sales, automatic meter reading, remote disconnects/reconnects, and outage detection.	Operating Revenue						TBD	TBD
Petoskey Sub 46kV, PET6 & PET8 Underground	Conversion of the 46kV transmission line and circuits PET6 and PET8 to underground from Petoskey Substation to the south side of the salt shed. Improves reliability of the transmission service into the substation, prepares for voltage conversion of circuit PET8, and creates required space for expansion of the DPW building.	Operating Revenue				596,000			596,000
46kV Metering Structure Replacement	Replacement of the 50+ year old 46kV metering structure at the River Road connection to the 46kV transmission system. Replaces aged wood pole structure at this critical system connection point.	Operating Revenue				250,000			250,000

**City of Petoskey
Capital Improvement Plan
Project Funding Source
2025**

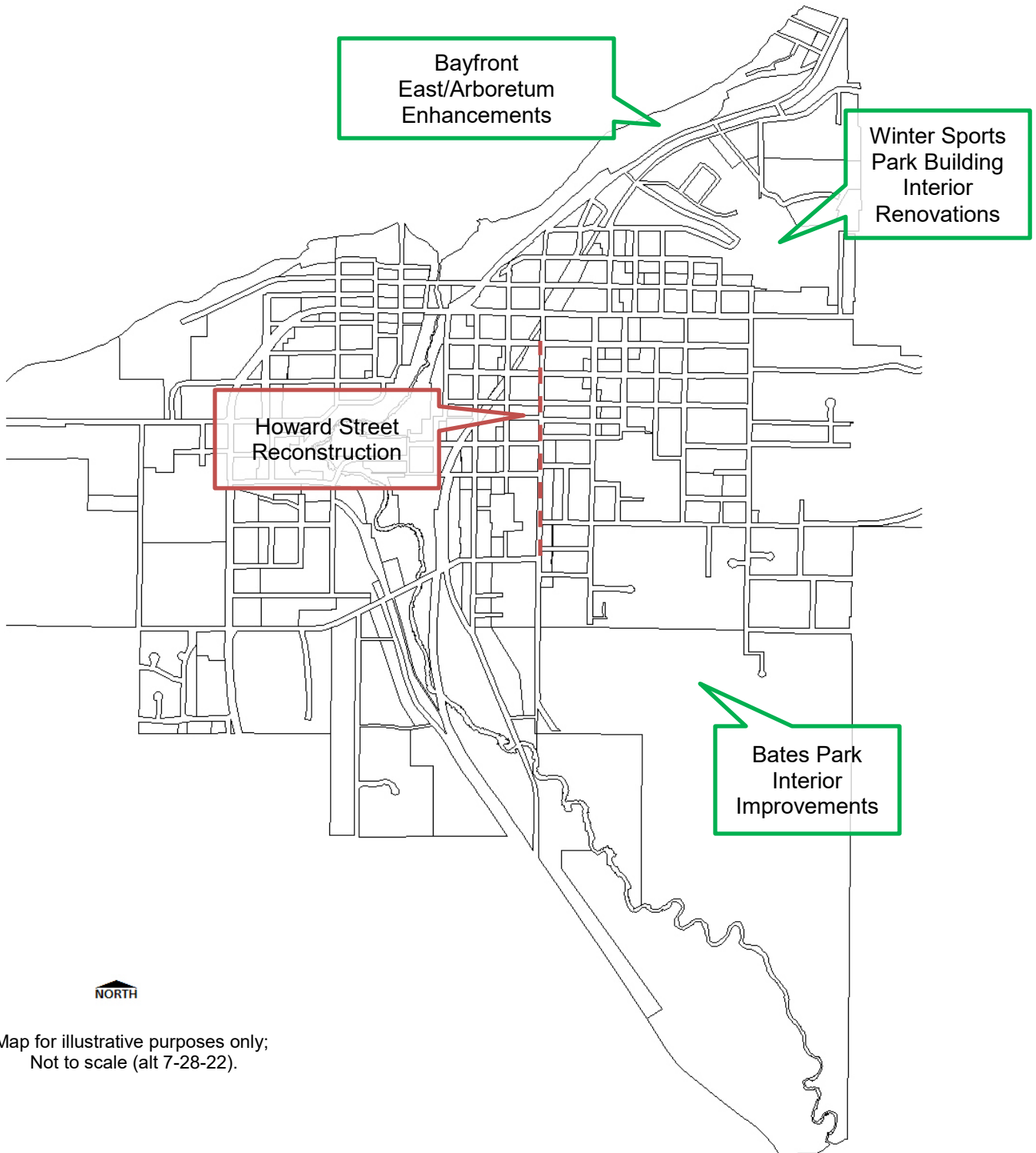
PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
Residential Conversion Project - Morgan/Priebe/Hillcrest - Phase 2	Conversion of the existing overhead distribution circuit to underground within residential corridors. Removes very old overhead system, converts to more reliable underground and prepares for conversion to 7.2/12.5kV.	Operating Revenue				231,500				231,500
MOTOR POOL										
Patrol Vehicle - Replacement	Replace vehicle #447 (2019) with 2025 model. Convert and/or replace equipment from old unit, painting and lettering required.	Operating Revenue						55,000		55,000
Staff Pool Vehicle - Replacement	Replace staff pool vehicle #21 (2015).	Operating Revenue						40,000		40,000
One-ton Dump Truck - Streets Division - Replacement	Replace Unit #62 (2008).	Operating Revenue						70,000		70,000
Pick-up Truck 3/4 Ton 2WD - Replacement	Replace Parks and Rec Unit #61 (2012).	Operating Revenue						50,000		50,000
Pick-up Truck 1/2 Ton 4x4 - Replacement	Replace Electric Division Unit #85 (2015).	Operating Revenue						45,000		45,000
Pick-up Truck 1/2 Ton 4x4 - Replacement	Replace Public Works Units #102.	Operating Revenue						35,000		35,000
Pick-up Truck 1/2 Ton 4x4 - Replacement	Replace Public Works Units #104.	Operating Revenue						35,000		35,000
Bucket Truck - Electric - Replacement	Replace Unit #83 (2001).	Operating Revenue						230,000		230,000
DOWNTOWN AREA										
Parking Lot Paving	Paving existing lot and pay station installation.	Parking		150,000						150,000
Construction of a Parking Deck	Construction of a parking deck within the CBD by the City or with potential partners.	TIF Bonds							TBD	TBD
BUILDINGS AND GROUNDS										
Curtis Avenue Department of Parks and Recreation Facility Improvements	Improvements to include cold storage facility for DPW and Parks and Recreation and service drive improvements to connect facility to DPW facility.	Operating Revenue							4,575,417	4,575,417
Fire Station - East Lake	New windows throughout the building.	Operating Revenue	50,000							50,000
Public Safety - East Lake Street Station	Epoxy coating on the apparatus bay flooring.	Operating Revenue	40,000							40,000
Firing Range Upgrades	Includes lead removal, cleaning and potential ballistic block replacement.	Operating Revenue	20,000							20,000

**City of Petoskey
Capital Improvement Plan
Project Funding Source
2025**

PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
Carnegie Building Improvements	Façade and maintenance improvements.	Operating Revenue							500,000	500,000
<u>PARKS AND SPECIAL FACILITIES</u>										
Winter Sports Park Building Interior Renovations	Interior renovations are anticipated and will include painting, concession and restroom sink and counter replacements, and replacement of the skate proof flooring on main level. These repairs are necessary and in particular the skate proof flooring. Failure of the flooring will jeopardize main level floor and underlying decking and joists.	Operating Revenue	200,000							200,000
Bayfront East/Arboretum Enhancements	The LTW will be redirected inland along the utility corridor and constructed with concrete. The path spur will be crushed stone. The field area will be converted to pollinator meadow.	TIFA							3,100,000	3,100,000
Pedestrian Bridge - City Hall Campus	Re-decking the existing bridge. Include with other projects for a more comprehensive construction bid.	TIFA							25,000	25,000
Bates Interior Improvements	The concession stand, scorers booth and restrooms will need to be upgraded to ADA standards.	Operating Revenue	125,000							125,000
Upper Tennis Courts	The upper tennis courts at the High School will need resurfacing and striping.	Operating Revenue	12,500						12,500 Schools	25,000
Curtis Park, River Road Sports Complex, Lockwood Park Master Plan	Development of master plans for the parks.	Operating Revenue	45,000							45,000
River Road Sports Complex	Construction of restrooms at River Road Sports Complex.	Operating Revenue	100,000							100,000
Downtown Greenway Corridor Design/Engineering	Design and engineering of the corridor between Emmet Street and Washington Street following rail corridor property purchase in 2020.	Operating Revenue	25,000							25,000
Marina Parking Lot Resurfacing	In 2024, the parking lot will be 34 years of age and will be in need of resurfacing. The lot has been used to house marina spoils prior to disposal which accelerated the decline of the top coat. In 2010, the lot was patched to accommodate the marina expansion utilities. Grand and restricted marina funds will be used to finance the lot resurfacing.	Operating Revenue	100,000							100,000
Little Traverse Wheelway	Resurfacing.	Operating Revenue	150,000							150,000
Grand Totals			\$867,500	\$150,000	\$1,900,000	\$1,077,500	\$1,267,000	\$560,000	\$8,212,917	\$14,034,917

City of Petoskey 2024-2029 Capital Improvement Plan

2025 Projects



Map for illustrative purposes only;
Not to scale (alt 7-28-22).

**City of Petoskey
Capital Improvement Plan
Project Funding Source
2026**

PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
<u>STREETS AND DRAINAGE</u>										
Miscellaneous Pavement Preservation, Paving and Repair	This project is to replace or rehabilitate existing pavement and curb lines. Streets to be considered fall under the category of fair to poor based on PASER ratings.	Right-of-Way			700,000					700,000
CBD - East Mitchell Street and Petoskey Street Intersection	To replace the concrete intersection that was removed previously and not replaced.	Right-of-Way							250,000	250,000
<u>WATER AND WASTEWATER SYSTEM</u>										
Water - Miscellaneous Water Main Spot Repairs and Upgrades	Water main work will take place in conjunction with street resurfacing projects along with lead and copper service investigations and replacement.	Operating Revenue					250,000			250,000
Sanitary - Miscellaneous Sewer Main Spot Repairs and Upgrades	Sewer main work will take place in conjunction with street resurfacing.	Operating Revenue					350,000			350,000
Lime Kiln Well and Control Building Improvements	The Lime Kiln Well was developed 35 years ago. Improvements would include conversion from a t-vertical turbine pump system to a submersible pump system, updated chlorine feed systems and renovations to control and monitoring systems.	Operating Revenue					600,000			600,000
Advanced Metering Infrastructure (AMI) System	Continuation of water AMI system.	Operating Revenue							TBD	TBD
<u>SIDEWALKS</u>										
Miscellaneous Sidewalk Construction and Replacement	Sidewalk additions and replacement will occur in conjunction with street projects and in priority locations established in the Non-Motorized Facilities Plan.	Right-of-Way			260,000					260,000
<u>ELECTRIC SYSTEM</u>										
Advanced Metering Infrastructure System	Provides for time-of-use energy sales, automatic meter reading, remote disconnects/reconnects, and outage detection.	Operating Revenue				TBD				TBD
Residential Conversion Project - Hoffman, Lindell and Elizabeth Streets	Conversion of the existing overhead distribution circuit to underground within residential corridors. Removes very old overhead system, converts to more reliable underground and completes conversion in this area to 7.2/12.5kV.	Operating Revenue				658,000				658,000
PET6 Circuit Conversion Project - Sheridan Street	Conversion of the existing overhead PET6 distribution circuit to underground along Sheridan Street from Clarion Avenue to Howard Street, plus portions of Buckley Avenue. Removes very old overhead system, converts to more reliable underground, and completes conversion of this section of mainline circuit in this area to 7.2/12.5 kV.	Operating Revenue				492,000				492,000

**City of Petoskey
Capital Improvement Plan
Project Funding Source
2026**

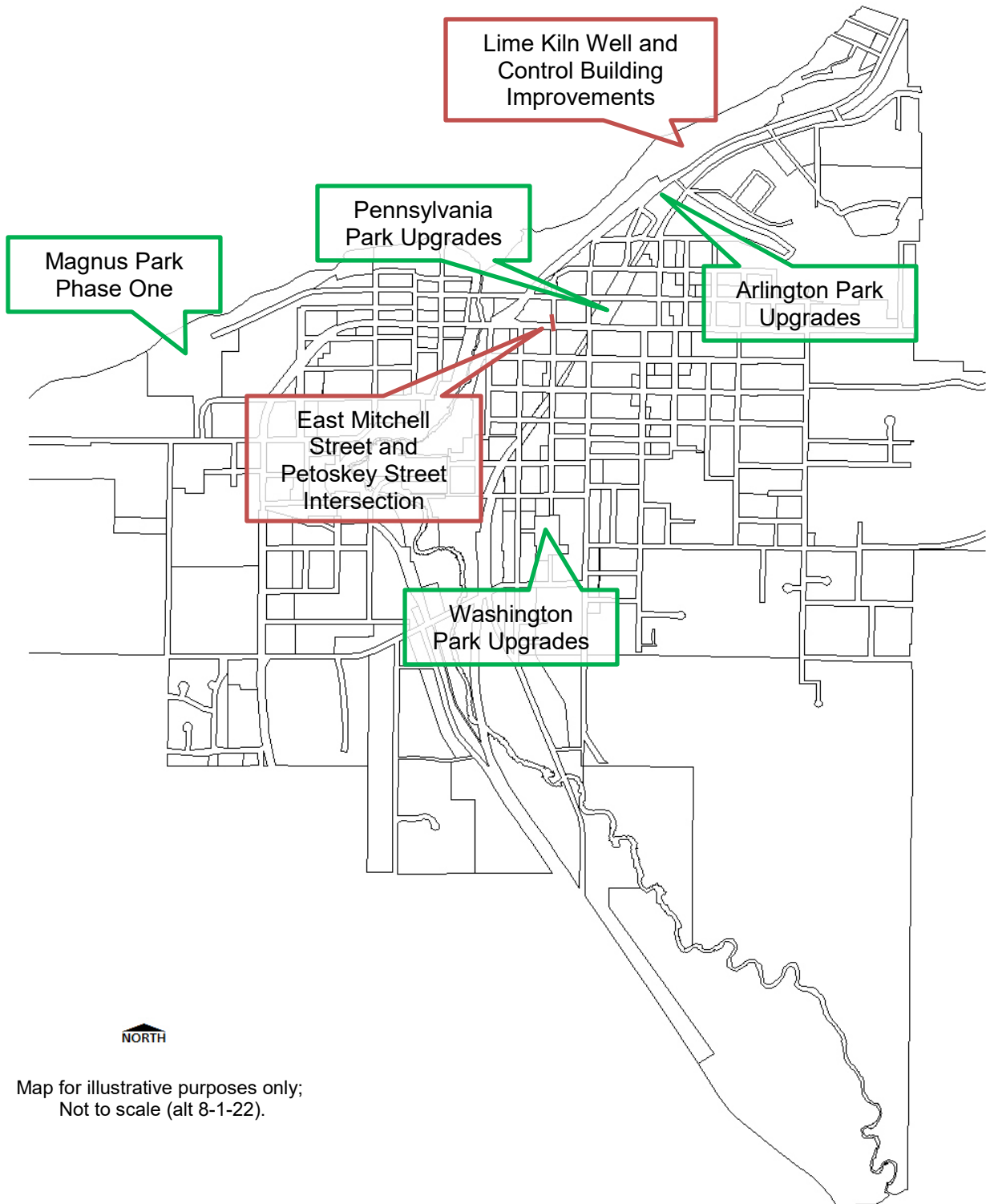
PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
Country Club Road Conversion Project	Conversion of the existing overhead MIT2 distribution circuit to underground along Country Club Road from Division Road to the end of the line in the Country Club. Removes very old overhead system, converts to more reliable underground, and reduces outages that have occurred on this overhead line.	Operating Revenue				159,000				159,000
Distribution Pole Testing	Testing of wood transmission and distribution poles to determine if poles should be replaced based on proposed schedule for conversion to underground.	Operating Revenue				30,000				30,000
Mitchell Road Substation Transformer Bushing Replacement	Replacement of the substation transformer bushings. Removes aged bushings from highly critical pieces of substation equipment.	Operating Revenue				65,000				65,000
Mitchell Road Substation Fiber Connection	Installation of fiber optic cable from DPW to Mitchell Road Substation.	Operating Revenue				84,000				84,000
<u>MOTOR POOL</u>										
Staff Vehicle - Parks and Rec - Replacement	Replace Unit #28 (2017).	Operating Revenue						40,000		40,000
Staff Vehicle - Public Safety - Replacement	Replace Public Safety Unit #450 (2018).	Operating Revenue						50,000		50,000
Pick-up Truck 1/2 Ton 4x4 - Replacement	Replace Parks and Recreation Unit #74 (2014).	Operating Revenue						45,000		45,000
Pick-up Truck 1/2 Ton 4x4 - Replacement	Replace Parks and Recreation Unit #75 (2014).	Operating Revenue						45,000		45,000
Pick-up Truck - CBD Water Truck - Replacement	To replace Unit #52 (2008).	Operating Revenue						50,000		50,000
1 Ton Dump Truck - Streets - Replacement	Replace Streets Unit #66 (2011).	Operating Revenue						60,000		60,000
Bobcat Toolcat with Attachments, Snow Blower, Forks, Rotating Broom, and Box-Replacement	Replace Utility Vehicle Unit #126 (2017).	Operating Revenue						90,000		90,000
Toro Workman Utility Cart - Parks and Rec - Replacement	Replace Utility Cart #116 - Marina (2013).	Operating Revenue						21,000		21,000
Out-front Mower - Parks and Rec - Replacement	Replace Parks and Recreation Unit #115 (2015).	Operating Revenue						35,000		35,000
Toro Workman Utility Cart - Parks and Rec - Replacement	Replace Unit #174 (2008).	Operating Revenue						20,000		20,000
Toro Workman Rescue Cart - Public Safety - Replacement	Replace Rescue Utility Cart Unit #541 (2008).	Operating Revenue						31,000		31,000

**City of Petoskey
Capital Improvement Plan
Project Funding Source
2026**

PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
<u>DOWNTOWN AREA</u>										
Parking Lot Paving	Paving existing lot and pay station installation.	Parking		100,000						100,000
<u>BUILDINGS AND GROUNDS</u>										
Public Safety Garage - City Hall	Replace radiant tube heaters.	Operating Revenue	25,000							25,000
Replacement of DPW Building	Existing building is 60+ years old, does not meet operational needs and is inefficient. New building to incorporate green infrastructure and rooftop solar panels.	Revenue Bond							16,661,463	16,661,463
Public Safety West	The building will be 14 years old. Epoxy coating on the apparatus bay flooring.	Operating Revenue	50,000							50,000
Public Safety West	New overhead garage doors.	Operating Revenue	75,000							75,000
<u>PARKS AND SPECIAL FACILITIES</u>										
Pennsylvania Park Upgrades	Based on 2024 master plan. Improvements may include repurposing the Christmas tree area, relocating the memorials to Arlington Park and creating an entertainment area.	Operating Revenue	750,000							750,000
Washington Park Upgrades	The park was master planned in 2024. No capital improvements have been made in 30 years. Improvements include a variety of play grounds, trails, parking/access, pavilion and amenities.	Operating Revenue	600,000		50,000		50,000		400,000 MNRTF	1,100,000
Marina Restroom/Shower	Improvements to the Marina restrooms and showers include interior renovations to counter tops, partitions and painting.	Operating Revenue	25,000							25,000
Winter Sports Park	Parking Lot resurfacing and striping.	Operating Revenue	300,000							300,000
Bayfront Park Resource Center	The facility was constructed in 1984 and will be in need of front door replacement, windows and concession stand renovations.	Operating Revenue	75,000							75,000
Arlington Park Upgrades	Create a "Veterans Park" on the west side of park by Lewis Street and children's garden on east side of park.	Operating Revenue	800,000							800,000
Magnus Park Phase One	Begin construction of Magnus Park entrance and hilltop construction.	TIFA							1,500,000	1,500,000
Bates Park	Field upgrade, dugout replacement, accessibility improvements and landscaping.	Operating Revenue	500,000						250,000	750,000
Marina Pier B Upgrades	The electric system in Pier B needs to be updated to match the rest of the docks. Currently there are only three breakers for 54 slips and power outages are increasingly common. In addition, new deck boards should be installed as part of the project.	Operating Revenue	200,000						150,000	350,000
Little Traverse Wheelway	Resurfacing.	Operating Revenue	150,000							150,000
Grand Totals			\$3,550,000	\$100,000	1,010,000	\$1,488,000	\$1,250,000	\$487,000	\$19,211,463	\$27,096,463

City of Petoskey 2024-2029 Capital Improvement Plan

2026 Projects



Map for illustrative purposes only;
Not to scale (alt 8-1-22).

**City of Petoskey
Capital Improvement Plan
Project Funding Source
2027**

PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
<u>STREETS AND DRAINAGE</u>										
Full reconstruction of streets identified through PASER ratings and utility conditions	These streets are not candidates for pavement preservation. Possible candidates include Bay, Summit, Clinton and Ottawa.	Operating Revenue			1,300,000					1,300,000
<u>WATER AND WASTEWATER SYSTEM</u>										
Water - Reconstruction and Miscellaneous Water Main Spot Repairs and Upgrades	Water main work in conjunction with identified street reconstruction.	Right-of-Way					500,000			500,000
Sanitary - Reconstruction and Miscellaneous Sanitary Main Spot Repairs and Upgrades	Sewer main work in conjunction with identified street reconstruction.	Right-of-Way					500,000			500,000
<u>SIDEWALKS</u>										
Miscellaneous Sidewalk Construction and Replacement	Sidewalk additions and replacement will occur in conjunction with street projects and in priority locations established in the Non-Motorized Facilities Plan.	Right-of-Way			200,000					200,000
<u>ELECTRIC SYSTEM</u>										
Atkins-Northmen Drive Underground Tie	Install new underground tie along McDougal Extension from Atkins Road to Northmen Drive. Provides backup circuit to school campus. Conduit installed in conjunction with 2015 road construction.	Operating Revenue				189,000				189,000
River Valley Underground - PET1	Conversion of the overhead PET1 distribution circuit from Petoskey Substation through the Bear River Valley to Lone Street equipment area. Improves reliability to critical loads including the Hospital and City Hall, plus CBD area. Utilizes conduit system installed as part of the Bear River Corridor project.	Operating Revenue				351,000				351,000
Substation Recloser Replacement	Replacement of remaining four circuit reclosers in Petoskey Substation which were installed in 2005.	Operating Revenue				115,000				115,000
River Road Sport Complex Service	Installation of new three-phase underground primary distribution circuit along River Road from Standish Avenue to the River Road Sports Complex providing electrical service to the recreation facility.	Operating Revenue				276,000				276,000
CBD Alley Conversion to Underground	Conversion of the remaining CBD alleys to underground.	Operating Revenue				125,000				125,000

**City of Petoskey
Capital Improvement Plan
Project Funding Source
2027**

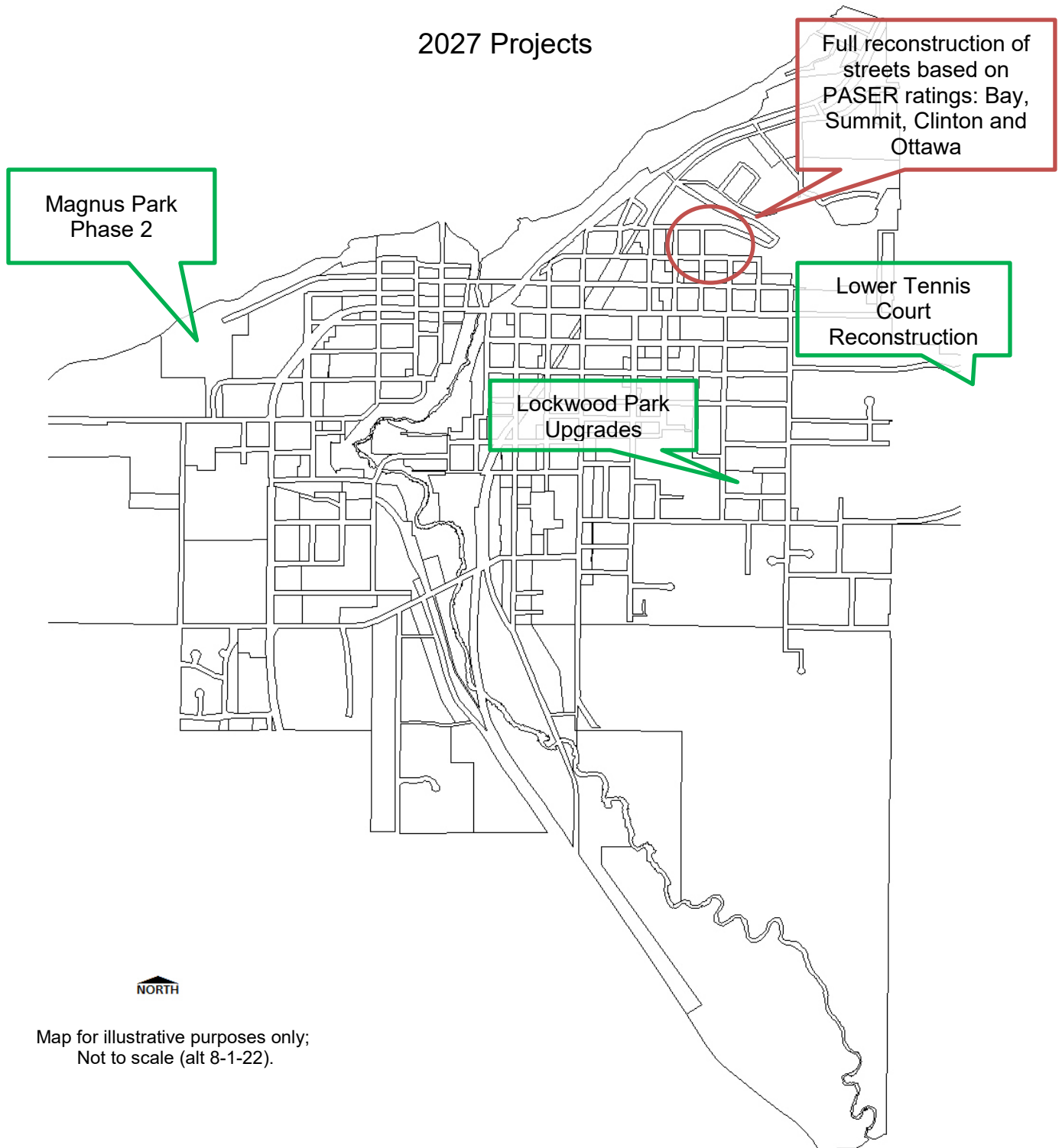
PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
<u>MOTOR POOL</u>										
Pickup Truck with Plow - Parks and Rec - Replacement	Replace Parks and Recreation Unit #60 (2012).	Operating Revenue						50,000		50,000
Pickup Truck with Plow - Parks and Rec - Replacement	Replace Parks and Recreation Unit #46 (2018).	Operating Revenue						50,000		50,000
Pickup Truck with Plow - Replacement	Replace Water/Wastewater Unit #73 (2018).	Operating Revenue						50,000		50,000
Street Sweeper - Replacement	Replace Street Department Unit #90 (2012).	Operating Revenue						250,000		250,000
Tractor with Bucket and Implements - Parks and Rec - Replacement	Replace Parks and Recreation Unit #142 (2010).	Operating Revenue						80,000		80,000
Tractor/Snow Blower Units	Trade-in Sidewalk Snow Blower Units #5 and #6 (2021).	Operating Revenue						70,000		70,000
Zamboni Ice Groomer - Replacement	Replace Winter Sports Park Ice Rink Unit #173 (1988).	Operating Revenue						60,000		60,000
Toro Workman Rescuer Cart - Public Safety - Replacement	Replace rescue utility cart Unit #441 (2006).	Operating Revenue						27,000		27,000
<u>DOWNTOWN AREA</u>										
Parking Lot Paving	Paving existing lot and pay station installation.	Operating		100,000						100,000
<u>BUILDINGS AND GROUNDS</u>										
Salt Sheds and Materials Storage Area	Existing salt sheds are 30+ years old and must be upgraded. Sheds and material storage bins would potentially be relocated to the north side of Sheridan Street as part of the DPW campus upgrades.	Operating Revenue							2,328,711	2,328,711
Community Gardens Park and Yard Waste Drop Off Area	Community gardens would be relocated to the south side of Sheridan Street in proximity of current yard waste drop off and salt shed area. Site to be upgraded to enhance improved yard waste drop off and public recycling.	Operating Revenue							614,769	614,769
<u>PARKS AND SPECIAL FACILITIES</u>										
Replace Promenade Playground	Playground will be 30 years old.	TIFA							300,000	300,000
Lockwood Park Upgrades	Upgrade the court to a multi-use Pickleball/Basketball court, add accessibility pathway and other accessibility upgrades.	Operating Revenue	300,000						150,000	450,000
Ed White Field	The facility was constructed in 1989 and will be in need of floor upgrades in scorers room, siding, bleachers and lighting upgrades.	Operating Revenue	155,000							155,000

**City of Petoskey
Capital Improvement Plan
Project Funding Source
2027**

PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
Lower Tennis Court Reconstruction	Lower courts will be in need of replacement in partnership with the Public Schools of Petoskey.	Operating Revenue	150,000							150,000
Pickle Ball Court Repainting	Resurface and striping of courts at Riverbend Park constructed in 2020.	Operating Revenue	25,000							25,000
Paddle Sport Improvements at Bayfront Park	Improvements to include storage and installation of a barrier free launch.	TIFA							125,000	125,000
Magnus Park Phase 2	Magnus Park has a 60 year-old infrastructure and needs to be updated. The utilities often cannot keep up with the more modern RV's. The park has become a destination for seasonal and transient campers for several years and is in need of renovation. Based on final design, the park should be completed in two phases so an entire season will not be lost. Final design has not been determined however concepts that include development on the bluff, full hook up sites, rustic sites and cabins have all been developed.	TIFA							2,000,000	2,000,000
Little Traverse Wheelway Resurfacing	Resurfacing.	Operating Revenue	150,000							150,000
Grand Totals			\$630,000	\$100,000	\$1,500,000	\$1,056,000	\$1,000,000	\$637,000	\$5,518,480	\$10,441,480

City of Petoskey 2024-2029 Capital Improvement Plan

2027 Projects



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**City of Petoskey
Capital Improvement Plan
Project Funding Source
2028**

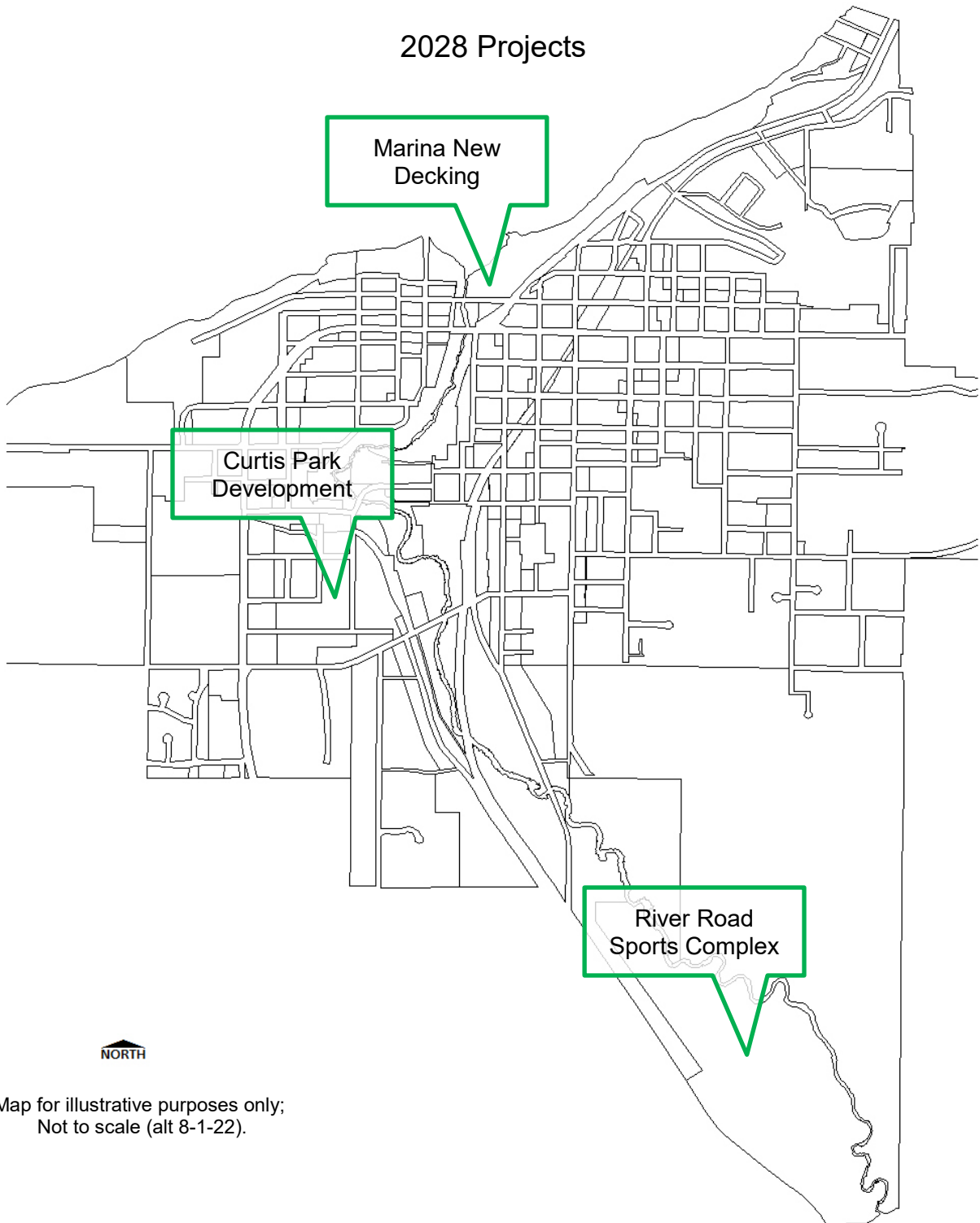
PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
<u>STREETS AND DRAINAGE</u>										
Miscellaneous Pavement Preservation, Paving and Repair	The purpose of this project is to replace or rehabilitate existing pavement and curb lines. Small Urban Grant funding will be utilized.	Operating Revenue			75,000				375,000	450,000
Miscellaneous Pavement Preservation, Paving and Repair	This project is to replace or rehabilitate existing pavement and curb lines. Streets to be considered fall under the category of fair to poor based on PASER ratings.	Right-of-Way			500,000					500,000
<u>WATER AND WASTEWATER SYSTEM</u>										
Water - Miscellaneous Water Main Spot Repairs and Upgrades	Water main work will take place in conjunction with street resurfacing projects along with lead and copper service investigations and replacement.	Operating Revenue					500,000			500,000
Sanitary - Miscellaneous Sewer Main Spot Repairs and Upgrades	Sewer main work will take place in conjunction with street resurfacing.	Operating Revenue					500,000			500,000
<u>SIDEWALKS</u>										
Miscellaneous Sidewalk Construction and Replacement	Sidewalk additions and replacement will occur in conjunction with street projects and in priority locations established in the Non-Motorized Facilities Plan.	Right-of-Way			250,000					250,000
<u>ELECTRIC SYSTEM</u>										
River Valley Underground - PET5 (McLaren/ Burns)	Conversion of the overhead express 7.2/12.5kV McLaren/Burns feeder to underground from Petoskey Substation through the Bear River Valley to lone Street. Adds reliability to this express feeder serving one of the highest critical loads on the system.	Operating Revenue				351,000				351,000
Vantage View Underground Replacement	Replacement of the 30+ year old underground cable and equipment in Vantage View subdivision. Existing equipment is inaccessible along rear lot lines. New equipment will be placed along roadways.	Operating Revenue				493,010				493,010
Cemetery Road Underground	Conversion of the existing 7.2/12.5kV overhead open-wire distribution circuit to underground along a portion of Cemetery Road starting at the City limits. Converts this section of mainline circuit serving large load customers to a more reliable system.	Operating Revenue				304,000				304,000
Petoskey Substation 15kV Switch Replacement	Replacement of 40+ year old 15kV disconnect switches in Petoskey Substation. Ensures operability of these critical substation components.	Operating Revenue				75,000				75,000

**City of Petoskey
Capital Improvement Plan
Project Funding Source
2028**

PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
<u>MOTOR POOL</u>										
Tractor/Snow Blower Units	Trade-in Sidewalk Snow Blower Units #7 and #8 (2021).	Operating Revenue						70,000		70,000
Pickup Truck - Parks and Rec - Replacement	Replace Parks and Recreation Unit #76 (2017) pickup.	Operating Revenue						45,000		45,000
Pickup Truck - Public Works - Replacement	Replace Public Works Unit #78 (2019) pickup.	Operating Revenue						45,000		45,000
Pickup Truck - Public Works - Replacement	Replace Public Works Unit #73 (2018) pickup.	Operating Revenue						55,000		55,000
Heavy Duty Plow Truck/Underbody - Streets - Replacement	Replace Unit #93 (2006).	Operating Revenue						250,000		250,000
Patrol Vehicle - Replacement	To replace patrol vehicle #442 (2021) with 2028 unit. Painting and lettering required.	Operating Revenue						55,000		55,000
Patrol Vehicle - Replacement	To replace patrol vehicle #443 (2021) with 2028 unit. Painting and lettering required.	Operating Revenue						55,000		55,000
<u>DOWNTOWN AREA</u>										
Construction of a Parking Deck	Construction of a deck on the City-County Lots.	Parking							3,500,000	3,500,000
<u>BUILDINGS AND GROUNDS</u>										
East Lake Street Fire Station Renovations	The building was remodeled into the Fire Station in 1989 and will require numerous upgrades including, kitchen remodel, replacement of tube heating system, training room cabinet remodel, interior apparatus area painting, HVAC rooftop unit, furnaces (2), carpet replacement, window replacement and interior lighting upgrades.	Operating Revenue	243,000							243,000
<u>PARKS AND SPECIAL FACILITIES</u>										
Curtis Park Development	Recommendations for improvements will be determined through master plan and public comments. Development could include nature trails, forestry improvements, shelters and park amenities. The park currently is not ADA accessible.	Operating Revenue	500,000						250,000	750,000
Marina	New decking for Piers A, C and D.	Operating Revenue	500,000							500,000
River Road Sports Complex	The complex will require softball field regrading, fence replacement and irrigation.	Operating Revenue	130,000							130,000
Little Traverse Wheelway	Resurfacing.	Operating Revenue	150,000							150,000
Grand Totals			\$1,523,000	\$0	\$825,000	\$1,223,010	\$1,000,000	\$575,000	\$4,125,000	\$9,271,010

City of Petoskey 2024-2029 Capital Improvement Plan

2028 Projects



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**City of Petoskey
Capital Improvement Plan
Project Funding Source
2029**

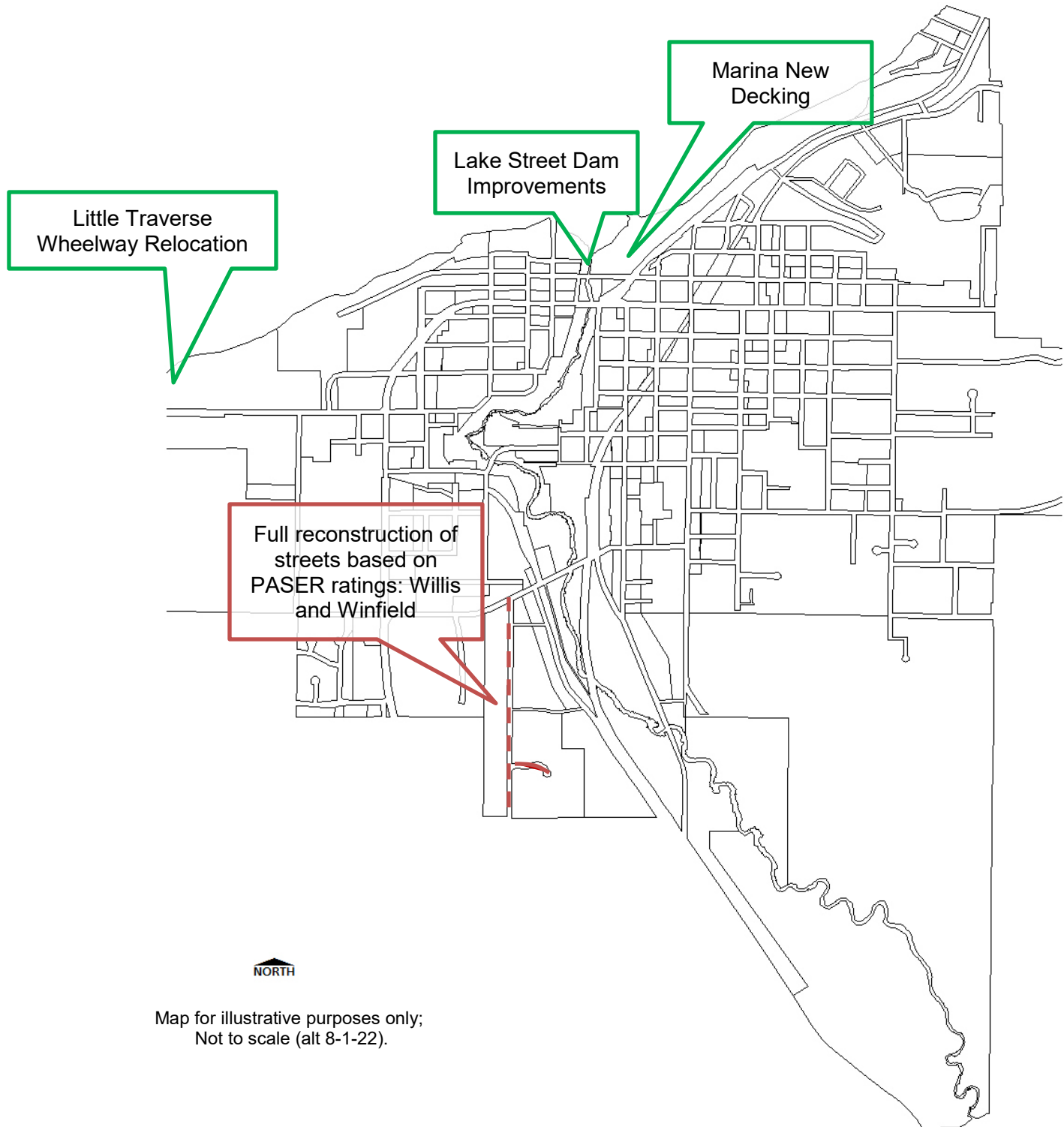
PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
<u>STREETS AND DRAINAGE</u>										
Full Reconstruction of Streets Identified through PASER Ratings and Utility Conditions	These streets are not candidates for pavement preservation. Possible candidates include Willis and Winfield Avenue.	Right-of-Way			1,412,000					1,412,000
<u>WATER AND WASTEWATER SYSTEM</u>										
Water - Reconstruction and Miscellaneous Water Main Spot Repairs and Upgrades	Water main work in conjunction with identified street reconstruction.	Operating Revenue					600,000			600,000
Sanitary - Reconstruction and Miscellaneous Sanitary Main Spot Repairs and Upgrades	Sewer main work in conjunction with identified street reconstruction.	Operating Revenue					600,000			600,000
<u>SIDEWALKS</u>										
Miscellaneous Sidewalk Construction	Sidewalk additions and replacement will occur in conjunction with street projects and in priority locations established in the Non-Motorized Facilities Plan.	Right-of-Way			200,000					200,000
<u>ELECTRIC SYSTEM</u>										
Padmount Distribution Equipment Replacement	Replacement of padmount cabinets, switchgear, and transformers due to age, rust, and metal fatigue. Specific equipment to be replaced will be based on annual inspection of padmount electrical equipment.	Operating Revenue				125,000				125,000
Sheridan Road Underground	Conversion of the existing 7.2/12.5kV overhead aerial spacer cable distribution circuit to underground along Sheridan Road from Cemetery Road to Eppler Road. Converts this section of aged distribution line to a more reliable underground system.	Operating Revenue				293,000				293,000
Buckley Avenue Underground	Conversion of the existing 7.2/12.5kV overhead aerial spacer cable distribution circuit to underground along Buckley Avenue from Standish Avenue to Washington Street. Converts this section of aged distribution line to a more reliable underground system.	Operating Revenue				275,000				275,000
Mitchell Road Substation Capacitor Bank	Install (1) two-step 2400 kVAR pad mounted capacitor bank at Mitchell Road Substation to compensate for increased VAR flow on the 12.5 kV distribution circuits. Includes a new 1200A switchgear breaker for direct connection to the bus.	Operating Revenue				220,000				220,000
<u>MOTOR POOL</u>										
Patrol Vehicle - Replacement	To replace patrol vehicle #445 (2023) with 2029 unit. Painting and lettering required.	Operating Revenue						70,000		70,000
Patrol Vehicle - Replacement	To replace patrol vehicle #446 (2023) with 2029 unit.	Operating Revenue						70,000		70,000
Public Safety Marine Apparatus - Replacement	Replace Unit #526 (2007).	Operating Revenue						40,000		40,000

**City of Petoskey
Capital Improvement Plan
Project Funding Source
2029**

PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
Bobcat Toolcat with Attachments, Snow Blower, Forks, Rotating Broom and Box Replacement	Replace unit #123 (2020).	Operating Revenue						100,000		100,000
Pickup Truck with Plow - Streets - Replacement	Replace Streets Division Unit #70 (2015).	Operating Revenue						60,000		60,000
Heavy Duty Hydraulic Sewer Cleaner	Replace Unit #99 (2005).	Operating Revenue						280,000		280,000
<u>BUILDINGS AND GROUNDS</u>										
City Hall Upgrades	Carpeting will need replacing along with new bathroom counters, sinks, tile flooring and partitions.	Operating Revenue	125,000							125,000
Key Fob Security System	Replace City buildings from key locks to fob/card system	Operating Revenue	100,000							100,000
<u>PARKS AND SPECIAL FACILITIES</u>										
Little Traverse Wheelway - Resort Bluffs Potential Relocation	Potential relocation of the Little Traverse Wheelway from Magnus Park to East Park due to trail washout.	Operating Revenue							TBD	TBD
Lake Street Dam Improvements	Implementation of the chosen alternative from engineering study.	Operating Revenue							TBD	TBD
Little Traverse Wheelway	Resurfacing.	Operating Revenue	150,000							150,000
Grand Totals			\$375,000	\$0	\$1,612,000	\$913,000	\$1,200,000	\$620,000	\$0	\$4,720,000

City of Petoskey 2024-2029 Capital Improvement Plan

2029 Projects



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**City of Petoskey
Capital Improvement Plan
Long Term Projects/Capital Items Lacking Funding**

PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
<u>STREETS AND DRAINAGE</u>										
Miscellaneous Pavement Preservation, Paving and Repair	The purpose of this project is to replace or rehabilitate existing pavement and curb lines. Streets to be considered fall under the category of fair to poor based on PASER ratings.	Right-of-Way			TBD					TBD
Storm Sewer System Upgrades	Projects identified in the 2018 Stormwater Asset Management Plan.	Right-of-Way			TBD					TBD
Full reconstruction of streets identified through PASER ratings and utility conditions	Streets that are not candidates for pavement preservation and will require significant funding for reconstruction. Possible candidates include Buckley, Ingalls, Jackson.	Right-of-Way			TBD					TBD
<u>WATER AND WASTEWATER SYSTEM</u>										
Lead Service Line Replacements	New lead and copper rules dictate that any portion of a water service line that may have been in contact with lead is considered a lead service line and would need to be removed and replaced within the dwelling it serves. Rule requirements include a system wide inventory by year 2025 to determine the number of service replacements. Once determined, replacements must occur at a rate of 5% per year over a 20 year period. Service line replacements are estimated at \$7,000 per service.	Operating Revenue					TBD			TBD
Development of Wells 8 & 9	Two water wells were originally partially developed by a private developer as part of a capacity agreement near the intersection of Anderson and Intertown Road in the early 2000s. Since other wells were being developed as part of other agreements these two were never equipped. As consumption increases or as the other older wells produce less over time, these two will likely be needed in the future.	Operating Revenue					3,800,000			3,800,000
Submersible Pump Changeouts for Lift Stations	The wastewater lift stations originally installed as part of the Bay Harbor Development are nearly 25 years in age, periodic replacement will be phased in over multiple years.	Operating Revenue					250,000			250,000
Watermain Replacement - Upper District Sheridan to US-131 Tower	This is an ongoing replacement of vintage 1960s transmission water main that has been incrementally replaced through various street and infrastructure projects.	Operating Revenue					1,410,000			1,410,000
<u>SIDEWALKS</u>										
Sidewalk Construction and Maintenance	The City has prioritized construction of sidewalks and now has nearly 46 miles to maintain.	Right-of-Way			TBD					TBD

**City of Petoskey
Capital Improvement Plan
Long Term Projects/Capital Items Lacking Funding**

PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
<u>ELECTRIC SYSTEM</u>										
Resort Pike Tie - PET2 to PET4	Installation of #336.4 Hendrix south from Sterzik Road to the CE 138kV line, then 500kCM 15kV CU underground extending north to the existing #336.4 ACSR dead-end pole.	Operating Revenue				215,000				215,000
Mitchell Road Overhead Reconductor	Reconductor overhead three-phase line on Mitchell Road from Division Road to Hill Street. Complete in conjunction with 500kCM underground cable to Kalamazoo Avenue and East Lake Street, plus overhead reconductor on Lake Street to Division Street for new/redundant 7.2/12.5kV source into CBD.	Operating Revenue				65,000				65,000
East Mitchell Street Underground Cable	Installation of 500kCM 15kV underground cable from riser pole near Lincoln Place to Kalamazoo Avenue and Lake Street.	Operating Revenue				210,000				210,000
Utility System Generators	Providing fixed generation at key utility facilities. (e.g. well houses, lift stations).	Operating Revenue				375,000				375,000
West Sheridan Street Underground Upgrade	Replace direct buried cable and rusted equipment with new cable in conduit and equipment in more protected areas. Add switchgear with fused taps to improve sectionalizing and circuit reliability.	Operating Revenue				336,000				336,000
Mitchell Road Substation Driveway Paving	Grading, drainage improvements and paving of the Petoskey Substation driveway.	Operating Revenue				55,000				55,000
<u>MOTOR POOL</u>										
Heavy Utility Support Vehicle - Public Safety - Replacement	Replace Public Safety vehicle #522 (1992).	Operating Revenue						150,000		150,000
Heavy-Duty Forklift - Replacement	Replace Public Works Garage Unit #128 (2006).	Operating Revenue						28,000		
Asphalt Recycler and Hot Patch Trailer - Falcon - Replacement	Replace Street Department Unit #108 (2015).	Operating Revenue						29,000		
DPW Garage Fork Lift - Replacement	Replace Unit #114 (1991).	Operating Revenue						30,000		
<u>DOWNTOWN AREA</u>										
Parking Lot and Structure Improvements	On-going maintenance of lots, meters and possible structure will be needed.	Operating Revenue			TBD					TBD

**City of Petoskey
Capital Improvement Plan
Long Term Projects/Capital Items Lacking Funding**

PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
<u>BUILDING AND GROUNDS</u>										
Public Safety West	Built in 2011, building maintenance will require replacement windows, boiler upgrade, HVAC replacement and carpeting.	Operating Revenue	82,000							82,000
History Museum	Museum was built in 1971 and soffit will need replacement.	Operating Revenue	10,000						TBD	10,000
<u>PARKS AND SPECIAL FACILITIES</u>										
Bayfront Park Shoreline Stabilization Improvements	Due to on-going high water levels and resulting damage, improvements to stabilize shoreline.	Operating Revenue	7,000,000						TBD	7,000,000
Little Traverse Wheelway	LTW restoration (\$48 per linear foot x 5,280 (1 mile) x 8 miles).	Operating Revenue	2,027,520							2,027,520
Downtown Greenway Corridor - Washington Street to River Bend Park	Extension of the Downtown Greenway Corridor to connect to River Bend Park.	Operating Revenue							TBD	TBD
Bear River Valley	Extending whitewater improvements to south of Bridge Street, boardwalk replacements and improvements and trail repairs.	TIFA							455,000	455,000
Magnus Park Campground Improvements	Campground and day use improvements per the Park Master Plan.	TIFA							TBD	TBD
School Recreation Complex Maintenance	Projects to include Turcott drainage improvements, Middle School ballfield irrigation, concession upgrades, and tennis court repaving.	Operating Revenue	250,000						250,000	500,000
Dog Park	Dog park was identified as a top community project based on public feedback per the current Parks and Recreation Master Plan.	Operating Revenue	100,000						200,000	300,000
Miscellaneous	Miscellaneous replacements including park benches and picnic tables as identified.	Operating Revenue	75,000							75,000
Bear River Valley Stair Tower and Pedestrian Bridges Maintenance.	Painting of stair tower and pedestrian bridges.	Operating Revenue	30,000							30,000
Bayfront West Livable Shoreline Installation	Convert revetment and shoreline to a natural livable design to help with high water erosion issues.	TIFA							TBD	TBD
Grand Totals			\$9,574,520	TBD	TBD	\$1,256,000	\$5,460,000	\$237,000	\$ 905,000	\$17,345,520