



City of Petoskey

Agenda

CITY COUNCIL

September 16, 2024

Amended

1. Call to Order – 6:00 P.M. – City Hall Council Chambers
2. Recitation – Pledge of Allegiance to the Flag of the United States of America
3. Roll Call
4. Proclamation
 - (a) Hear proclamation concerning Alzheimer's Awareness
 - (b) Hear proclamation concerning Walk Against Hate
5. Introduction – Introduction of Petoskey Youth Advisory Council
6. Consent Agenda
 - (a) August 26, 2024 regular session City Council meeting minutes
 - (b) Acknowledge receipt of a report concerning certain administrative transactions since August 26, 2024
 - (c) August 2024 Revenue and Expenditure Report
7. Public Comments
8. City Manager Updates
9. Appointments – Consideration of appointments to the Planning Commission
10. Old Business – Further discussion and possible adoption of a proposed resolution approving the City's proposed 2025-2030 Capital Improvement Plan
11. New Business
 - (a) Adoption of a proposed resolution approving documents pertaining to the Belle River Project
 - (b) Adoption of a proposed resolution that would authorize the City Manager to enact parking system management adjustments recommended by the DMB
 - (c) First reading of a proposed ordinance amending Chapter 15 Short-term Rentals regarding licensing
 - (d) Discussion on proposed ordinance amending Appendix A of the Zoning Ordinance regarding short-term rentals

12. City Council Comments

13. 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.



Alzheimer's Awareness

WHEREAS, Alzheimer's disease, a progressive neurodegenerative brain disorder, tragically robs individuals of their memories and leads to progressive mental and physical impairments; and

WHEREAS, an estimated nearly 7 million people in the United States are living with Alzheimer's, including 202,800 in Michigan; and

WHEREAS, Alzheimer's disease is the seventh leading cause of death in the United States and one in three seniors dies with Alzheimer's or dementia; and

WHEREAS, according to the Alzheimer's Association's Facts and Figures report, the direct costs of caring for those with Alzheimer's to American society is valued at \$360 billion and more than 11 million caregivers provide 18.4 billion hours of unpaid care to those with Alzheimer's or other dementia; and in Michigan, 380,000 family members and friends cared for people with Alzheimer's and other dementia, providing more than 872 million hours of unpaid care, with the annual value of this caregiving totaling more than 17 billion; and

WHEREAS, in recognition of the individuals, families, friends and caregivers dealing with Alzheimer's disease, and the researchers who are seeking a cause or cure; and

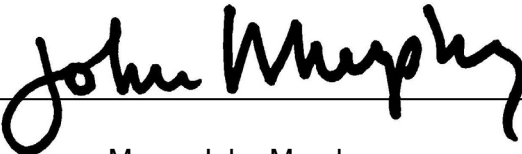
WHEREAS, Petoskey recognizes the efforts of the Alzheimer's Association Michigan Chapter to raise funds and promote awareness to fight Alzheimer's and other dementia, thereby improving the quality of human life for those living with Alzheimer's disease and their caregivers:

NOW, THEREFORE, I, John Murphy, Mayor of the City of Petoskey, and on behalf of the Petoskey City Council, do hereby proclaim Saturday, September 21, 2024, as:

2024 PETOSKEY WALK TO END ALZHEIMER'S DAY

in Petoskey, and urge all residents to continue to provide and enhance care to individuals living with Alzheimer's and other dementia and to support programs to help all those affected by Alzheimer's and other dementia.

Dated this 16th day of September, 2024



Mayor John Murphy



2024 Walk Against Hate Week

WHEREAS, the health and well-being of a free and just democracy depends on the respectful interaction and cooperation of all citizens; and

WHEREAS, hate in all forms including religious bigotry, racism, and extremism corrode the fundamentals of equality and human rights in a democracy; and

WHEREAS, incidents of hate, divisiveness and violence have increased throughout the world and our country in recent years; and

WHEREAS, Northern Michigan Against Hate (NOMIAH) is a local, grass roots organization whose mission is to battle hate and bias in all forms to advocate for peace and understanding and to insure a more just and inclusive community for all; and

WHEREAS, NOMIAH is sponsoring the 4th annual Petoskey Walk Against Hate on Sunday, September 29, here in the City beginning at 2:00pm in Pennsylvania Park; and

WHEREAS, the City of Petoskey and its citizens embrace the concepts of peace, civility and liberty and justice for all:

NOW, AND THEREFORE BE IT RESOLVED, that I, John Murphy, Mayor of the City of Petoskey, on behalf of all residents, do hereby proclaim September 22 – 29, 2024 as:

Walk Against Hate Week

Dated this 16th day of September, 2024



Mayor John Murphy



City of Petoskey

Agenda Memo

BOARD: City Council

MEETING DATE: September 16, 2024

PREPARED: September 12, 2024

AGENDA SUBJECT: Consent Agenda

RECOMMENDATION: That the City Council approve the consent agenda

The City Council will be asked to approve the following consent agenda items:

- a) Draft minutes of the August 26, 2024 regular session City Council meeting;
- b) Acknowledge receipt of a report from the City Manager concerning all checks that have been issued since August 26, 2024 for contract and vendor claims at \$9,864,978.36, intergovernmental claims at \$4,809,155.65, and the August 29 and September 12 payroll at \$515,329.92 for a total of \$15,189,463.93; and
- c) August 2024 Revenue and Expenditure Report.

sb
Enclosures



CITY COUNCIL

August 26, 2024

A regular meeting of the City of Petoskey City Council was held in the City Hall Council Chambers, Petoskey, Michigan, on Monday, August 26, 2024. 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

Absent: None

Also in attendance were City Manager Shane Horn, City Clerk Sarah Bek, Parks and Recreation Director Kendall Klingelsmith and approximately eight members of the public.

Approve Consent Agenda

Councilmember Wagner moved that, seconded by Councilmember DeMoore approval of the following consent agenda items:

- City Council does and hereby confirms that the draft minutes of the August 12, 2024 regular session and August 13, 2024 special joint session City Council meetings be and are hereby approved;
- Receipt of a report from the City Manager concerning all checks that had been issued since August 12, 2024 for contract and vendor claims at \$3,216,600.15, intergovernmental claims at \$1,458,674.67 and the August 15 payroll at \$278,313.44, for a total of \$4,953,588.26 be and is hereby acknowledged;
- July 2024 Revenue and Expenditure Report; and
- **Resolution No. 24-68**

WHEREAS, the City of Petoskey City Council hereby recognizes the importance of maintenance of the Little Traverse Wheelway non-motorized trail; and

WHEREAS, the needed repairs are critical to the success of the Little Traverse Wheelway; and

WHEREAS, the City of Petoskey staff has budgeted \$150,000 for the repair and resurfacing of the section east of the Collectables entrance:

NOW, THEREFORE, BE IT RESOLVED, that the City of Petoskey City Council does and hereby confirms contracting with All Around Asphalt, Alto, Michigan, to perform necessary repairs and resurfacing of 2,800 feet of the Little Traverse Wheelway for \$150,000; and

BE IT FURTHER RESOLVED, that the City of Petoskey City Council does hereby authorizes the City Manager, or his designee, to serve as the City of Petoskey's representative for the repair and resurfacing of the Little Traverse Wheelway.

Said motion carried and was approved by the following vote:

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

NAYS: None (0)

Hear Public Comment

Mayor Murphy asked for public comments and there were none.

Hear City Manager Updates

The City Manager reviewed CHILL Grant program and that five applications have been received to-date; that a challenge had been filed on the charter amendment petition; reviewed tentative itinerary of the Shiga Sister City Delegation September 6-9; and reviewed upcoming events.

Approve Appointments 24-69 – 24-24-71

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

WHEREAS, Mayor Murphy requests to appoint Mary Bea McWatters to serve on the Public Art Commission:

NOW, THEREFORE, BE IT RESOLVED, the City of Petoskey City Council hereby approves the appointment of Mary Bea McWatters to the Public Art Commission for a three-year term ending September 2027.

Said motion carried and was approved by the following vote:

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

NAYS: None (0)

Resolution No. 24-70

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

WHEREAS, Mayor Murphy requests to appoint Jessica Shaw-Nolff to serve on the Public Art Commission:

NOW, THEREFORE, BE IT RESOLVED, the City of Petoskey City Council hereby approves the appointment of Jessica Shaw-Nolff to the Public Art Commission for a three-year term ending September 2027.

Said motion carried and was approved by the following vote:

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

NAYS: None (0)

Resolution No. 24-71

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

WHEREAS, Mayor Murphy requests to appoint Margaret VanWagoner to serve on the Public Art Commission:

NOW, THEREFORE, BE IT RESOLVED, the City of Petoskey City Council hereby approves the appointment of Margaret VanWagoner to the Public Art Commission for a three-year term ending September 2027.

Said motion carried and was approved by the following vote:

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

NAYS: None (0)

Table Approval of 2025-2030 Capital Improvement Plan

The City Manager reviewed that Council had a first discussion of proposed 2025-2030 Capital Improvement Plan (CIP) jointly with Planning Commission on August 13; that Planning Commission reviewed the draft CIP on August 21 and recommended approval to Council; that ARPA funds were included in CIP to start the discussion on allocating ARPA funds; that Council supported the Winter Sports Park Pavilion project in 2021 and has since been supported by service and family organizations; that the Winter Sports Park Pavilion project is a community project and meets requirements; that there is a responsibility to fiscally manage the funds and if there is not a desire to use ARPA funds for the Winter Sports Park then dedicated use of fund balance could be used to move this project forward; and that the City received eight public comments electronically regarding the proposed CIP.

Councilmembers discussed that if a decision could not be made tonight a special meeting could be scheduled; heard from those in favor of tabling consideration of draft CIP pending ARPA discussion; heard from those in favor of proposed CIP as presented; inquired on the urgency to approve CIP and heard that it needs to be approved sooner than later since it drives the budget preparation and discussion; discussed using fund balance if there was not a consensus to use ARPA funds on the Winter Sports Park Pavilion project; heard from those not in support of CIP with inclusion of \$550,000 ARPA funds and concerned with community transparency; heard from those in support of community input and Council discussion on use of ARPA funds; heard from those in favor of knowing how much it will cost to rebuild the Little Traverse Wheelway pending Baird and Associates report and that wheelway would be a better support of public funds for both local citizens and tourism; discussed the timeline and that ARPA funds need to be allocated by end of 2024 and expended by 2026; heard from those in favor of holding on to fund balance once final costs are determined for rebuilding the Little Traverse Wheelway; heard comments that the Winter Sports Park Pavilion project is not only for a new hockey rink, but rather a four-season facility; that bids and cost estimates for Winter Sports Park Pavilion project and infrastructure for Winter Sports Park for snowmaking would be beneficial prior to ARPA discussion; and concurred to dedicate the September 16 Council meeting to further discuss use of ARPA funds.

Mayor Murphy asked for public comments and heard from those opposed to using ARPA funds for Winter Sports Park Pavilion project and encouraged Councilmembers to vote no; and heard from those in favor of moving the CIP forward tonight since donated funds have been in limbo for a few years.

Councilmember DeMoore moved that, seconded by Councilmember Shiels to table approving proposed 2025-2030 CIP.

Said motion carried and was approved by the following vote:

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

NAYS: Wagner (1)

Approve Submission to Emmet County for ARPA Funding – Resolution No. 24-73

The City Manager reviewed that Emmet County Board of Commissioners approved a second round of funding from State and Local Fiscal Recovery Funds (SLFRF) for local municipality projects; that selected projects will be funded/reimbursed on a match up to \$100,000 and that the County's aggregate contribution will not exceed \$50,000; that applications are due September 1; and staff recommends using County allocated ARPA resources of \$50,000 for City Hall access control and security enhancements and audio/visual improvements for Council Chambers and the Community Room supported by \$50,000 match of City of Petoskey ARPA funds for a total not to exceed amount of \$100,000.

Councilmembers commented that upgrades are valuable to the community and thanked City staff for working with the County on these available funds.

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

WHEREAS, the American Rescue Plan Act of 2021 (ARPA) established the Coronavirus State and Local Fiscal Recovery Funds (SLFRF) and provided \$350 billion in additional funding for state, territorial, local, and tribal governments; and

WHEREAS, the Emmet County Board of Commissioners approved a second round of funding from State and Local Fiscal Recovery Funds (SLFRF) to local municipal projects. Emmet County townships, cities and villages are eligible with selected projects funded/reimbursed on a dollar for dollar match up to \$100,000 with the maximum County contribution not exceeding \$50,000; and

WHEREAS, a proposed project of upgrading City Hall with updated access control technology and security enhancement along with Council Chambers and Community Room audio/visual improvements is presented for consideration:

NOW, THEREFORE, BE IT RESOLVED that the City of Petoskey City Council hereby approves and directs staff to submit an application to Emmet County for Round 2 funding for City Hall access control and security enhancements and audio/visual improvements for Council Chambers and the Community Room supported by \$50,000 City of Petoskey ARPA fund match for a total not to exceed amount of \$100,000.

Said motion carried and was adopted by the following vote:

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

NAYS: None (0)

Approve Resolution of Intent Establishing a Neighborhood Enterprise Zone – Resolution No. 24-72

The City Manager reviewed that as discussed at the August 12 Council meeting, several steps require City Council action to establish a Neighborhood Enterprise Zone (NEZ); that the proposed NEZ encompasses portions of Wards 2, 3 and 4; that Council's role in the NEZ process is to establish the program and legislate the district's boundaries, once completed, the City Administration will work on an evaluation matrix focused on determining the number years of tax abatement based on certain factors; that approving a Resolution of Intent to establish a NEZ is the first step in the process; and that the resolution triggers a 60-day waiting period before Council can officially adopt a NEZ requiring the City Clerk to provide written notice to the Assessor and to the governing body of each taxing unit that levies ad valorem property taxes of its intent to establish a NEZ.

Councilmember DeMoore stated, "I'm recusing myself from the discussion, decision making and voting on the NEZ as my husband and I own three properties within the NEZ zone currently proposed by the Planner and the Planning Commission; those properties include our office and two year round work force rental properties that are on the National Historic Register, any or all of which may be impacted by the NEZ, as proposed, presenting a potential conflict of interest."

Councilmembers commented that this program is a great promise and could help housing market; heard concerns with who it is going to benefit and how program can be structured and the potential harm if houses are flipped causing a potential rise in rental rates; heard from those in support of the program and that Council can tailor policy; and discussed potential conflict of interest and when Councilmembers should recuse self if directly applying for use of funds.

The City Manager responded that questions have been sent to MEDC on how much latitude the City has to create a policy and if it can be custom to Petoskey; and that a rental inspection ordinance will be coming forward for consideration as recommended by Planning Commission since staff receives a lot of calls on substandard experiences from renters and neighbors.

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

WHEREAS, the City of Petoskey adopted the Livable Petoskey Master on July 19, 2021; and

WHEREAS, the Livable Petoskey Master Plan included numerous goals and strategies focused on the maintenance and preservation of the city's residential neighborhoods; and

WHEREAS, the Plan Implementation chapter of the Livable Petoskey Master Plan specifically recommended to continue to utilize the International Property Maintenance Code to improve properties and eliminate blight, and work with housing agencies to provide incentives for homeowner and landlord renovations and improvements; and

WHEREAS, the Plan Implementation chapter of the Livable Petoskey Master Plan specifically considers all redevelopment tools available to incentivize desired redevelopment, including tax increment financing, payment-in-lieu of taxes (PILOTs), tax abatements, and neighborhood enterprise zones; and

WHEREAS, the City of Petoskey City Council reaffirms its commitment to the maintenance, preservation, improvement, and development of housing for all persons, regardless of income level, living within the proposed neighborhood enterprise zone; and

WHEREAS, the NEZ designation encourages compact development and the neighborhood enterprise zone contains 5 or more existing residential units per acre at the time of designation, and the NEZ is adjacent to existing development, can utilize existing infrastructure, and has access to municipal water and sewer services on at least 1 frontage; and

WHEREAS, for that part of a facility that in the prior year was occupied by an individual, couple, family, or group of unrelated individuals with a combined adjusted household income over 120% of the countywide area median income as posted by the Michigan State Housing Development Authority on its website, the specific tax paid in lieu of taxes for the year must be equal to the full amount of the taxes that would be paid on that portion of the facility if the facility were not tax exempt:

NOW, THEREFORE BE IT RESOLVED, in order to advance the neighborhood preservation and maintenance strategies outlined in the Livable Petoskey Master Plan, the City of Petoskey City Council makes a finding that the establishment of a neighborhood enterprise zone, pursuant to Act 147 of 1992, known as the Neighborhood Enterprise Zone Act, is consistent with the Livable Petoskey Master Plan; and

FURTHER BE IT RESOLVED, not less than 60 days before the passage of a resolution establishing the boundaries of the neighborhood enterprise zone, the City Clerk shall give written notice to the assessor and to the governing body of each taxing unit that levies an ad valorem property taxes in the proposed neighborhood enterprise zone.

Said motion carried and was adopted by the following vote:

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

NAYS: None (0)

ABSTAIN: DeMoore (1)

Council Comments

Mayor Murphy asked for Council comments and Councilmember DeMoore commented that she has heard from citizens on Beaubien Avenue and that people are running stop sign at Arlington Avenue and crosswalk concerns and requested a follow-up from staff; that the first YAC meeting was held last week with a tour of City Parks and Recreation facilities and thanked staff for their efforts; that YAC will be introduced at the September 16 Council meeting; and thanked Maggie Kromm and Mary Jean Meyerson and Ward 1 residents for organizing a block party with approximately 85 attendees. Councilmember Shiels reminded the public that there is a comment page on the City's website concerning impacts of deer in the community. Councilmember Wagner commented that he attended Dr. Hubert Hayes' 100th birthday event and thanked Mayor Murphy for the proclamation. Councilmember Walker reminded the public that the CHILL Grant information and application is available on the City's website and that citizens can file IPMC issues and complaints via the City's website. Mayor Murphy thanked the City Manager and City Clerk for their efforts in preparing proclamation honoring Dr. Hayes and that it was an honor to be a part of the 100th birthday celebration.

There being no further business to come before the City Council, this August 26, 2024, meeting of the City Council adjourned at 7:12 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
08/24	08/28/2024	10151	Charlevoix-Emmet ISD	703-040-250.000	Summer Tax Restricted	10,862.05
08/24	08/28/2024	10152	Emmet County Treasurer	703-040-250.000	Summer Tax Restricted	12,342.66
08/24	08/28/2024	10152	Emmet County Treasurer	703-040-250.000	Summer Tax Restricted	1,272.44
08/24	08/28/2024	10152	Emmet County Treasurer	703-040-250.000	Summer Tax Restricted	626.80
08/24	08/28/2024	10152	Emmet County Treasurer	703-040-250.000	Summer Tax Restricted	1,714.99
08/24	08/28/2024	10152	Emmet County Treasurer	703-040-250.000	Summer Tax Restricted	292.66
08/24	08/28/2024	10153	Greenwood Cemetery	703-040-250.000	Summer Tax Restricted	1,545.76
08/24	08/28/2024	10154	North Central Mich. College	703-040-250.000	Summer Tax Restricted	2,675.65
08/24	08/28/2024	10154	North Central Mich. College	703-040-250.000	Summer Tax Restricted	2,403.42
08/24	08/28/2024	10155	Petoskey Public Schools	703-040-250.000	Summer Tax Restricted	2,163.15
08/24	08/28/2024	10155	Petoskey Public Schools	703-040-250.000	Summer Tax Restricted	3,657.24
09/24	09/04/2024	10156	BAY AREA CLEAN CARE INC.	703-040-280.000	Overpayments	9.00
09/24	09/04/2024	10157	Corelogic Centralized Refunds	703-040-280.000	Overpayments	10,095.90
09/24	09/04/2024	10157	Corelogic Centralized Refunds	703-040-280.000	Overpayments	3,010.60
09/24	09/04/2024	10157	Corelogic Centralized Refunds	703-040-280.000	Overpayments	1,883.01
09/24	09/04/2024	10157	Corelogic Centralized Refunds	703-040-280.000	Overpayments	3,000.91
09/24	09/04/2024	10157	Corelogic Centralized Refunds	703-040-280.000	Overpayments	4,956.52
09/24	09/04/2024	10157	Corelogic Centralized Refunds	703-040-280.000	Overpayments	902.23
09/24	09/04/2024	10157	Corelogic Centralized Refunds	703-040-280.000	Overpayments	3,885.23
09/24	09/04/2024	10158	EMMET COUNTY BROWNFIELD	703-040-230.224	Due General - 2024	23,044.05
09/24	09/04/2024	10158	EMMET COUNTY BROWNFIELD	703-040-230.224	Due General - 2024	1,601.74
09/24	09/04/2024	10158	EMMET COUNTY BROWNFIELD	703-040-229.224	Due R.O.W. Fund - 202	11,865.89
09/24	09/04/2024	10158	EMMET COUNTY BROWNFIELD	703-040-231.224	Due Library - 2024	5,447.55
09/24	09/04/2024	10158	EMMET COUNTY BROWNFIELD	703-040-237.224	Due P.P.S./Debt - 2024	4,636.81
09/24	09/04/2024	10158	EMMET COUNTY BROWNFIELD	703-040-222.224	Due County - 2024	15,887.66
09/24	09/04/2024	10159	Emmet County Treasurer	703-040-222.224	Due County - 2024	1,617,723.48
09/24	09/04/2024	10159	Emmet County Treasurer	703-040-228.224	Due County Set - 2024	2,140,650.42
09/24	09/04/2024	10159	Emmet County Treasurer	703-040-222.224	Due County - 2024	258.26
09/24	09/04/2024	10159	Emmet County Treasurer	703-040-222.224	Due County - 2024	319.50
09/24	09/04/2024	10159	Emmet County Treasurer	703-040-237.224	Due P.P.S./Debt - 2024	120.63
09/24	09/04/2024	10159	Emmet County Treasurer	703-040-230.224	Due General - 2024	374.59
09/24	09/04/2024	10159	Emmet County Treasurer	703-040-229.224	Due R.O.W. Fund - 202	192.88
09/24	09/04/2024	10159	Emmet County Treasurer	703-040-231.224	Due Library - 2024	88.55
09/24	09/04/2024	10159	Emmet County Treasurer	703-040-230.224	Due General - 2024	26.03
09/24	09/04/2024	10160	LERETA	703-040-280.000	Overpayments	1,450.66
09/24	09/04/2024	10161	Petoskey Public Schools	703-040-236.224	Due P.P.S./Operating - 2	3,698,528.72
09/24	09/04/2024	10161	Petoskey Public Schools	703-040-237.224	Due P.P.S./Debt - 2024	303,296.48
09/24	09/04/2024	10161	Petoskey Public Schools	703-040-237.224	Due P.P.S./Debt - 2024	500,445.92
09/24	09/04/2024	10162	State of Michigan - Dept of Treasury	703-040-236.224	Due P.P.S./Operating - 2	319.50
08/24	08/28/2024	105761	LexisNexis Risk Data Management Inc.	101-208-802.000	Contracted Services	150.00- V
08/24	08/28/2024	105761	LexisNexis Risk Data Management Inc.	514-587-802.000	Contracted Services	150.00- V
08/24	08/22/2024	105871	Performance Painting	582-586-802.000	Contracted Services	2,060.00
08/24	08/28/2024	105872	5H Irrigation & Maintenance	101-770-802.000	Contracted Services	622.22
08/24	08/28/2024	105872	5H Irrigation & Maintenance	101-754-802.000	Contracted Services	255.05
08/24	08/28/2024	105873	AT&T	592-538-850.000	Communications	59.80
08/24	08/28/2024	105873	AT&T	271-790-850.000	Communications	196.70
08/24	08/28/2024	105874	Atchison Paper & Supply	271-790-751.000	Office/Library Supplies	174.55
08/24	08/28/2024	105875	Baker & Taylor	271-790-760.000	Books - Adult	11.99
08/24	08/28/2024	105875	Baker & Taylor	271-790-760.000	Books - Adult	17.28
08/24	08/28/2024	105875	Baker & Taylor	271-790-760.000	Books - Adult	19.20
08/24	08/28/2024	105876	Ballard's Plumbing & Heating	582-020-389.000	Office Furniture & Equip	9,911.66
08/24	08/28/2024	105877	BCLH Management LLC	248-739-725.000	Lake Street Office Expe	200.00
08/24	08/28/2024	105878	Blarney Castle Oil Co.	661-598-759.000	Gas & Oil	5,638.35
08/24	08/28/2024	105878	Blarney Castle Oil Co.	661-598-759.000	Gas & Oil	165.92-
08/24	08/28/2024	105878	Blarney Castle Oil Co.	661-598-759.000	Gas & Oil	32.02
08/24	08/28/2024	105878	Blarney Castle Oil Co.	514-587-802.200	Trolley Operations	273.05

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Invoice GL Account Title	Check Amount
08/24	08/28/2024	105878	Blarney Castle Oil Co.	514-587-802.200	Trolley Operations	8.22-
08/24	08/28/2024	105878	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	6,626.01
08/24	08/28/2024	105878	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	8,502.24
08/24	08/28/2024	105879	Cintas Corp #729	101-268-802.000	Contracted Services	23.39
08/24	08/28/2024	105879	Cintas Corp #729	592-554-802.000	Contracted Services	67.20
08/24	08/28/2024	105879	Cintas Corp #729	582-593-930.000	Building Repair & Maint	53.22
08/24	08/28/2024	105879	Cintas Corp #729	204-481-767.000	Uniforms	67.63
08/24	08/28/2024	105879	Cintas Corp #729	582-588-767.000	Other - Uniforms	87.57
08/24	08/28/2024	105879	Cintas Corp #729	592-560-767.000	Other - Uniforms	30.23
08/24	08/28/2024	105879	Cintas Corp #729	592-549-767.000	Other - Uniforms	30.23
08/24	08/28/2024	105879	Cintas Corp #729	271-790-752.000	Building Supplies	28.55
08/24	08/28/2024	105879	Cintas Corp #729	271-790-752.000	Building Supplies	28.55
08/24	08/28/2024	105879	Cintas Corp #729	101-268-802.000	Contracted Services	23.39
08/24	08/28/2024	105879	Cintas Corp #729	592-554-802.000	Contracted Services	67.20
08/24	08/28/2024	105879	Cintas Corp #729	582-593-930.000	Building Repair & Maint	53.22
08/24	08/28/2024	105879	Cintas Corp #729	204-481-767.000	Uniforms	111.08
08/24	08/28/2024	105879	Cintas Corp #729	582-588-767.000	Other - Uniforms	87.57
08/24	08/28/2024	105879	Cintas Corp #729	592-560-767.000	Other - Uniforms	30.23
08/24	08/28/2024	105879	Cintas Corp #729	592-549-767.000	Other - Uniforms	30.23
08/24	08/28/2024	105879	Cintas Corp #729	271-790-752.000	Building Supplies	28.55
08/24	08/28/2024	105879	Cintas Corp #729	271-790-752.000	Building Supplies	28.55
08/24	08/28/2024	105879	Cintas Corp #729	582-593-930.000	Building Repair & Maint	13.16
08/24	08/28/2024	105879	Cintas Corp #729	204-481-767.000	Uniforms	67.63
08/24	08/28/2024	105879	Cintas Corp #729	582-588-767.000	Other - Uniforms	87.57
08/24	08/28/2024	105879	Cintas Corp #729	592-560-767.000	Other - Uniforms	30.23
08/24	08/28/2024	105879	Cintas Corp #729	592-549-767.000	Other - Uniforms	30.23
08/24	08/28/2024	105879	Cintas Corp #729	271-790-752.000	Building Supplies	28.55
08/24	08/28/2024	105880	Complete Paint & Supplies	101-789-775.000	Materials & Supplies	43.96
08/24	08/28/2024	105881	Crosscut Concrete Cutting	202-464-802.000	Contracted Services	300.00
08/24	08/28/2024	105882	David Hoffman Landscaping & Nursery I	271-790-930.000	Building Repair & Maint	395.00
08/24	08/28/2024	105882	David Hoffman Landscaping & Nursery I	592-020-321.000	Pumping Systems and	6,778.30
08/24	08/28/2024	105882	David Hoffman Landscaping & Nursery I	582-020-360.000	Distribution System	1,478.50
08/24	08/28/2024	105883	Dell Marketing L.P.	101-228-775.000	Materials & Supplies	4,600.00
08/24	08/28/2024	105884	Delta Dental	101-172-724.000	Fringe Benefits	32.98
08/24	08/28/2024	105884	Delta Dental	101-201-724.000	Fringe Benefits	64.58
08/24	08/28/2024	105884	Delta Dental	101-208-724.000	Fringe Benefits	7.90
08/24	08/28/2024	105884	Delta Dental	101-253-724.000	Fringe Benefits	83.25
08/24	08/28/2024	105884	Delta Dental	101-265-724.000	Fringe Benefits	3.16
08/24	08/28/2024	105884	Delta Dental	101-268-724.000	Fringe Benefits	19.81
08/24	08/28/2024	105884	Delta Dental	582-588-724.000	Fringe Benefits	179.51
08/24	08/28/2024	105884	Delta Dental	592-549-724.000	Fringe Benefits	98.43
08/24	08/28/2024	105884	Delta Dental	592-560-724.000	Fringe Benefits	71.77
08/24	08/28/2024	105884	Delta Dental	701-000-230.110	Dental & Vision Payable	2,728.56
08/24	08/28/2024	105884	Delta Dental	101-773-724.000	Fringe Benefits	6.87
08/24	08/28/2024	105884	Delta Dental	101-789-724.000	Fringe Benefits	31.79
08/24	08/28/2024	105884	Delta Dental	204-481-724.000	Fringe Benefits	76.45
08/24	08/28/2024	105884	Delta Dental	248-739-724.000	Fringe	15.80
08/24	08/28/2024	105884	Delta Dental	271-790-724.000	Fringe Benefits	212.88
08/24	08/28/2024	105884	Delta Dental	514-587-724.000	Fringe Benefits	40.40
08/24	08/28/2024	105884	Delta Dental	101-345-724.000	Fringe Benefits	641.66
08/24	08/28/2024	105884	Delta Dental	101-441-724.000	Fringe Benefits	87.76
08/24	08/28/2024	105884	Delta Dental	101-701-724.000	Fringe Benefits	10.16
08/24	08/28/2024	105884	Delta Dental	101-754-724.000	Fringe Benefits	14.35
08/24	08/28/2024	105884	Delta Dental	101-756-724.000	Fringe Benefits	31.25
08/24	08/28/2024	105884	Delta Dental	101-770-724.000	Fringe Benefits	93.94
08/24	08/28/2024	105885	Dickinson Wright PLLC	582-588-802.000	Contracted Services	475.00

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GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Invoice GL Account Title	Check Amount
08/24	08/28/2024	105886	DTE Energy	592-538-920.000	Public Utilities	60.42
08/24	08/28/2024	105886	DTE Energy	101-265-924.000	Heating Fuel	70.54
08/24	08/28/2024	105886	DTE Energy	582-593-924.000	Heating Fuel	57.05
08/24	08/28/2024	105886	DTE Energy	101-773-924.000	Heating Fuel	133.78
08/24	08/28/2024	105886	DTE Energy	592-538-920.000	Public Utilities	65.48
08/24	08/28/2024	105886	DTE Energy	101-265-924.000	Heating Fuel	70.54
08/24	08/28/2024	105886	DTE Energy	582-593-920.000	Public Utilities	57.05
08/24	08/28/2024	105886	DTE Energy	592-555-920.000	Public Utilities	64.95
08/24	08/28/2024	105886	DTE Energy	514-587-802.100	Cont. Svcs - Downtown	66.34
08/24	08/28/2024	105886	DTE Energy	592-538-920.000	Public Utilities	57.90
08/24	08/28/2024	105886	DTE Energy	101-345-920.000	Public Utilities	85.72
08/24	08/28/2024	105886	DTE Energy	271-790-924.000	Heating Fuel	57.90
08/24	08/28/2024	105886	DTE Energy	592-551-920.000	Public Utilities	74.76
08/24	08/28/2024	105886	DTE Energy	592-551-920.000	Public Utilities	737.51
08/24	08/28/2024	105886	DTE Energy	592-538-920.000	Public Utilities	78.14
08/24	08/28/2024	105886	DTE Energy	271-790-924.000	Heating Fuel	71.39
08/24	08/28/2024	105886	DTE Energy	101-345-920.100	Public Utilities-Station	73.07
08/24	08/28/2024	105886	DTE Energy	101-268-924.000	Heating Fuel	74.76
08/24	08/28/2024	105886	DTE Energy	101-770-924.000	Heating Fuel	61.27
08/24	08/28/2024	105886	DTE Energy	592-558-920.000	Public Utilities	57.05
08/24	08/28/2024	105887	Dunkel Excavating Services Inc.	204-010-111.000	Materials Inventory	687.15
08/24	08/28/2024	105888	EJ USA Inc.	204-010-111.000	Materials Inventory	1,848.70
08/24	08/28/2024	105889	Environmental Resource Assoc.	592-553-802.000	Contracted Services	139.33
08/24	08/28/2024	105890	Fastenal Company	582-590-775.000	Materials & Supplies	78.95
08/24	08/28/2024	105891	Fettig's Landscaping Inc.	101-268-930.000	Building Repair & Maint	3,722.14
08/24	08/28/2024	105891	Fettig's Landscaping Inc.	101-770-802.000	Contracted Services	17,869.29
08/24	08/28/2024	105892	Five Star Screen Printing Plus	101-756-808.110	Soccer	1,080.00
08/24	08/28/2024	105893	FOREMOST PROMOTIONS	101-345-781.000	Fire Prevention	323.36
08/24	08/28/2024	105894	GFL Environmental	582-593-930.000	Building Repair & Maint	280.62
08/24	08/28/2024	105894	GFL Environmental	592-551-806.000	Sludge Removal	519.12
08/24	08/28/2024	105894	GFL Environmental	101-770-802.000	Contracted Services	551.71
08/24	08/28/2024	105894	GFL Environmental	101-756-802.000	Contracted Services	225.70
08/24	08/28/2024	105894	GFL Environmental	101-789-802.000	Contracted Services	501.55
08/24	08/28/2024	105894	GFL Environmental	101-754-802.000	Contracted Services	326.01
08/24	08/28/2024	105894	GFL Environmental	101-268-802.000	Contracted Services	351.09
08/24	08/28/2024	105894	GFL Environmental	101-265-802.000	Contracted Services	551.70
08/24	08/28/2024	105894	GFL Environmental	101-773-931.000	Equipment Repair	415.69
08/24	08/28/2024	105894	GFL Environmental	101-265-802.000	Contracted Services	415.69
08/24	08/28/2024	105894	GFL Environmental	101-770-802.000	Contracted Services	415.69
08/24	08/28/2024	105894	GFL Environmental	101-754-802.000	Contracted Services	415.68
08/24	08/28/2024	105894	GFL Environmental	248-540-882.120	Sidewalk Sales	508.00
08/24	08/28/2024	105894	GFL Environmental	271-790-802.000	Contracted Services	145.00
08/24	08/28/2024	105895	Gordon Food Service	101-770-775.000	Materials & Supplies	46.81
08/24	08/28/2024	105895	Gordon Food Service	101-789-775.000	Materials & Supplies	29.96
08/24	08/28/2024	105895	Gordon Food Service	101-770-775.000	Materials & Supplies	158.84
08/24	08/28/2024	105896	Grace A Dow Memorial Library	271-790-955.000	Miscellaneous	24.99
08/24	08/28/2024	105897	Great Lakes Pipe & Supply	592-081-682.000	Other	.23-
08/24	08/28/2024	105897	Great Lakes Pipe & Supply	592-545-775.000	Materials & Supplies	22.78
08/24	08/28/2024	105897	Great Lakes Pipe & Supply	101-770-775.000	Materials & Supplies	10.74
08/24	08/28/2024	105897	Great Lakes Pipe & Supply	101-082-682.000	Other	.11-
08/24	08/28/2024	105898	HACH COMPANY	592-537-802.000	Contracted Services	112.00
08/24	08/28/2024	105898	HACH COMPANY	592-554-802.000	Contracted Services	2,888.00
08/24	08/28/2024	105899	Haley's Plumbing & Heating	592-547-802.000	Contracted Services	150.00
08/24	08/28/2024	105899	Haley's Plumbing & Heating	592-553-802.000	Contracted Services	218.66
08/24	08/28/2024	105900	Harbor Springs Excavating	204-010-111.000	Materials Inventory	4,650.00
08/24	08/28/2024	105901	Henry, Cameron	271-790-802.000	Contracted Services	150.00

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08/24	08/28/2024	105902	Heritage Fire Equipment	661-598-932.000	Vehicle Repair & Mainte	751.36
08/24	08/28/2024	105903	Huntington National Bank	308-756-992.000	Interest Payment	20,200.00
08/24	08/28/2024	105904	Hyde Services LLC	661-598-932.000	Vehicle Repair & Mainte	70.00
08/24	08/28/2024	105905	IR Electric Motor Service	101-789-802.000	Contracted Services	1,722.30
08/24	08/28/2024	105906	K & J Septic Service LLC	101-770-802.000	Contracted Services	665.00
08/24	08/28/2024	105906	K & J Septic Service LLC	101-770-802.000	Contracted Services	245.00
08/24	08/28/2024	105907	KSS Enterprises	101-789-775.000	Materials & Supplies	28.50
08/24	08/28/2024	105907	KSS Enterprises	101-268-775.000	Materials & Supplies	155.07
08/24	08/28/2024	105907	KSS Enterprises	101-268-775.000	Materials & Supplies	119.52
08/24	08/28/2024	105907	KSS Enterprises	101-770-775.000	Materials & Supplies	119.52
08/24	08/28/2024	105907	KSS Enterprises	101-770-775.000	Materials & Supplies	154.05
08/24	08/28/2024	105907	KSS Enterprises	101-770-775.000	Materials & Supplies	15.22
08/24	08/28/2024	105908	Lamar Companies	248-739-880.200	Image Campaign	1,117.00
08/24	08/28/2024	105909	LEAF	592-549-751.000	Office Supplies	159.29
08/24	08/28/2024	105910	LexisNexis Risk Data Management Inc.	101-208-802.000	Contracted Services	150.00
08/24	08/28/2024	105910	LexisNexis Risk Data Management Inc.	514-587-802.000	Contracted Services	150.00
08/24	08/28/2024	105911	Lowery Underground Service	582-598-802.000	Contracted Services	4,148.00
08/24	08/28/2024	105911	Lowery Underground Service	582-598-802.000	Contracted Services	8,196.80
08/24	08/28/2024	105911	Lowery Underground Service	582-020-360.000	Distribution System	15,074.70
08/24	08/28/2024	105912	Mackinac Environmental Technology Inc	101-789-802.000	Contracted Services	2,801.50
08/24	08/28/2024	105913	MARCO LLC	101-770-802.000	Contracted Services	525.00
08/24	08/28/2024	105914	McCardel Culligan	101-770-802.000	Contracted Services	26.00
08/24	08/28/2024	105914	McCardel Culligan	101-770-802.000	Contracted Services	47.00
08/24	08/28/2024	105915	Metal Head Welding LLC	582-590-775.000	Materials & Supplies	404.70
08/24	08/28/2024	105916	Meyer Ace Hardware	582-586-775.000	Materials & Supplies	8.50
08/24	08/28/2024	105916	Meyer Ace Hardware	101-345-775.000	Materials & Supplies	50.77
08/24	08/28/2024	105916	Meyer Ace Hardware	661-598-931.000	Equipment Repair	26.99
08/24	08/28/2024	105916	Meyer Ace Hardware	203-469-775.000	Materials & Supplies	26.98
08/24	08/28/2024	105916	Meyer Ace Hardware	582-584-775.000	Materials & Supplies	24.29
08/24	08/28/2024	105916	Meyer Ace Hardware	514-587-802.200	Trolley Operations	7.19
08/24	08/28/2024	105916	Meyer Ace Hardware	248-540-882.265	Friday Night at the Movi	29.11
08/24	08/28/2024	105916	Meyer Ace Hardware	101-268-775.000	Materials & Supplies	17.62
08/24	08/28/2024	105916	Meyer Ace Hardware	582-590-775.000	Materials & Supplies	11.45
08/24	08/28/2024	105916	Meyer Ace Hardware	661-598-785.000	Small Tools & Supplies	59.38
08/24	08/28/2024	105916	Meyer Ace Hardware	101-770-775.000	Materials & Supplies	139.92
08/24	08/28/2024	105916	Meyer Ace Hardware	514-587-802.200	Trolley Operations	16.18
08/24	08/28/2024	105916	Meyer Ace Hardware	101-770-775.000	Materials & Supplies	12.58
08/24	08/28/2024	105916	Meyer Ace Hardware	101-754-775.000	Materials & Supplies	.76
08/24	08/28/2024	105916	Meyer Ace Hardware	101-345-751.000	Office Supplies	42.28
08/24	08/28/2024	105916	Meyer Ace Hardware	101-773-775.000	Materials & Supplies	20.67
08/24	08/28/2024	105916	Meyer Ace Hardware	101-345-775.000	Materials & Supplies	78.66
08/24	08/28/2024	105916	Meyer Ace Hardware	101-345-775.000	Materials & Supplies	16.19-
08/24	08/28/2024	105916	Meyer Ace Hardware	661-598-931.000	Equipment Repair	58.42
08/24	08/28/2024	105916	Meyer Ace Hardware	661-598-931.000	Equipment Repair	17.98
08/24	08/28/2024	105916	Meyer Ace Hardware	661-598-931.000	Equipment Repair	10.69
08/24	08/28/2024	105916	Meyer Ace Hardware	582-588-785.000	Small Tools & Supplies	40.49
08/24	08/28/2024	105916	Meyer Ace Hardware	661-598-931.000	Equipment Repair	34.63
08/24	08/28/2024	105917	Michigan Dept of Agriculture and	101-770-912.000	Education & Training	75.00
08/24	08/28/2024	105918	Midwest Tape LLC	271-790-761.000	Audio Visual - Adult	44.99
08/24	08/28/2024	105918	Midwest Tape LLC	271-790-761.000	Audio Visual - Adult	44.99
08/24	08/28/2024	105919	Mitchell Graphics Inc.	271-790-905.000	Printing/Advertising/Pos	6,039.44
08/24	08/28/2024	105920	NAPA Auto Parts	101-345-775.000	Materials & Supplies	8.99
08/24	08/28/2024	105920	NAPA Auto Parts	661-010-111.000	Inventory - Materials	40.06
08/24	08/28/2024	105920	NAPA Auto Parts	661-010-111.000	Inventory - Materials	77.86
08/24	08/28/2024	105920	NAPA Auto Parts	661-010-111.000	Inventory - Materials	10.66
08/24	08/28/2024	105920	NAPA Auto Parts	661-598-932.000	Vehicle Repair & Mainte	54.00-

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08/24	08/28/2024	105920	NAPA Auto Parts	661-598-932.000	Vehicle Repair & Mainte	253.98
08/24	08/28/2024	105920	NAPA Auto Parts	661-010-111.000	Inventory - Materials	31.46
08/24	08/28/2024	105920	NAPA Auto Parts	661-598-785.000	Small Tools & Supplies	22.88
08/24	08/28/2024	105920	NAPA Auto Parts	661-598-932.000	Vehicle Repair & Mainte	54.00-
08/24	08/28/2024	105920	NAPA Auto Parts	661-598-932.000	Vehicle Repair & Mainte	21.98
08/24	08/28/2024	105920	NAPA Auto Parts	661-598-932.000	Vehicle Repair & Mainte	187.22
08/24	08/28/2024	105920	NAPA Auto Parts	661-598-931.000	Equipment Repair	4.33
08/24	08/28/2024	105920	NAPA Auto Parts	661-598-932.000	Vehicle Repair & Mainte	9.44
08/24	08/28/2024	105920	NAPA Auto Parts	661-598-932.000	Vehicle Repair & Mainte	15.88
08/24	08/28/2024	105920	NAPA Auto Parts	661-598-932.000	Vehicle Repair & Mainte	147.13
08/24	08/28/2024	105920	NAPA Auto Parts	582-590-775.000	Materials & Supplies	18.08
08/24	08/28/2024	105920	NAPA Auto Parts	661-598-932.000	Vehicle Repair & Mainte	18.00-
08/24	08/28/2024	105920	NAPA Auto Parts	661-010-111.000	Inventory - Materials	26.80
08/24	08/28/2024	105920	NAPA Auto Parts	661-598-785.000	Small Tools & Supplies	7.10
08/24	08/28/2024	105920	NAPA Auto Parts	661-598-759.000	Gas & Oil	120.28
08/24	08/28/2024	105920	NAPA Auto Parts	661-598-785.000	Small Tools & Supplies	10.36
08/24	08/28/2024	105920	NAPA Auto Parts	661-598-932.000	Vehicle Repair & Mainte	121.12
08/24	08/28/2024	105920	NAPA Auto Parts	661-598-931.000	Equipment Repair	11.58
08/24	08/28/2024	105920	NAPA Auto Parts	661-598-932.000	Vehicle Repair & Mainte	11.68
08/24	08/28/2024	105920	NAPA Auto Parts	661-010-111.000	Inventory - Materials	16.52
08/24	08/28/2024	105920	NAPA Auto Parts	582-584-775.000	Materials & Supplies	37.49
08/24	08/28/2024	105920	NAPA Auto Parts	661-598-785.000	Small Tools & Supplies	23.95
08/24	08/28/2024	105921	North Central Laboratories	592-553-775.000	Materials & Supplies	665.67
08/24	08/28/2024	105922	Northern A-1	202-469-802.000	Contracted Services	2,543.22
08/24	08/28/2024	105922	Northern A-1	203-469-802.000	Contracted Services	2,543.22
08/24	08/28/2024	105922	Northern A-1	202-469-802.000	Contracted Services	1,821.68
08/24	08/28/2024	105922	Northern A-1	203-469-802.000	Contracted Services	1,821.67
08/24	08/28/2024	105922	Northern A-1	592-556-802.000	Contracted Services	2,909.51
08/24	08/28/2024	105922	Northern A-1	592-556-802.000	Contracted Services	2,240.02
08/24	08/28/2024	105922	Northern A-1	202-469-802.000	Contracted Services	960.00
08/24	08/28/2024	105922	Northern A-1	203-469-802.000	Contracted Services	960.00
08/24	08/28/2024	105922	Northern A-1	202-469-802.000	Contracted Services	1,170.00
08/24	08/28/2024	105922	Northern A-1	203-469-802.000	Contracted Services	1,170.00
08/24	08/28/2024	105923	Northern Gale Cleaning & Property Mgmt	271-790-802.000	Contracted Services	1,500.00
08/24	08/28/2024	105924	Northern Michigan Hardwoods	101-770-775.000	Materials & Supplies	713.00
08/24	08/28/2024	105925	Oriental Trading Company	271-790-958.000	Programming - Children	28.26
08/24	08/28/2024	105925	Oriental Trading Company	271-790-958.000	Programming - Children	55.98
08/24	08/28/2024	105926	Power Line Supply	582-588-785.000	Small Tools & Supplies	40.32
08/24	08/28/2024	105926	Power Line Supply	582-590-775.000	Materials & Supplies	290.00
08/24	08/28/2024	105926	Power Line Supply	582-588-785.000	Small Tools & Supplies	570.00
08/24	08/28/2024	105926	Power Line Supply	582-588-785.000	Small Tools & Supplies	142.20
08/24	08/28/2024	105926	Power Line Supply	582-010-111.000	Inventory - Materials	622.40
08/24	08/28/2024	105926	Power Line Supply	582-010-111.000	Inventory - Materials	9,480.00
08/24	08/28/2024	105926	Power Line Supply	582-586-775.000	Materials & Supplies	402.44
08/24	08/28/2024	105927	Proclean North	592-554-802.000	Contracted Services	786.50
08/24	08/28/2024	105927	Proclean North	582-593-930.000	Building Repair & Maint	1,396.50
08/24	08/28/2024	105928	Quadient Inc.	101-172-751.000	Office Supplies	160.00
08/24	08/28/2024	105928	Quadient Inc.	101-201-751.000	Office Supplies	160.00
08/24	08/28/2024	105928	Quadient Inc.	101-208-751.000	Office Supplies	200.00
08/24	08/28/2024	105928	Quadient Inc.	101-253-751.000	Office Supplies	120.00
08/24	08/28/2024	105928	Quadient Inc.	101-345-751.000	Office Supplies	380.00
08/24	08/28/2024	105928	Quadient Inc.	101-701-751.000	Office Supplies	180.00
08/24	08/28/2024	105928	Quadient Inc.	271-790-751.000	Office/Library Supplies	40.00
08/24	08/28/2024	105928	Quadient Inc.	101-441-751.000	Office Supplies	300.00
08/24	08/28/2024	105928	Quadient Inc.	101-770-751.000	Office Supplies	100.00
08/24	08/28/2024	105928	Quadient Inc.	101-773-775.000	Materials & Supplies	80.00

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Invoice GL Account Title	Check Amount
08/24	08/28/2024	105928	Quadient Inc.	101-756-751.000	Office Supplies	160.00
08/24	08/28/2024	105928	Quadient Inc.	101-789-751.000	Office Supplies	80.00
08/24	08/28/2024	105928	Quadient Inc.	514-587-802.100	Cont. Svcs - Downtown	40.00
08/24	08/28/2024	105929	Quality First Aid & Safety Inc.	582-593-930.000	Building Repair & Maint	284.79
08/24	08/28/2024	105929	Quality First Aid & Safety Inc.	582-584-802.000	Contracted Services	220.95
08/24	08/28/2024	105929	Quality First Aid & Safety Inc.	592-554-802.000	Contracted Services	96.91
08/24	08/28/2024	105930	R.W. MERCER CO INC.	101-789-802.000	Contracted Services	1,185.01
08/24	08/28/2024	105931	Rieth-Riley Construction Co	582-020-360.000	Distribution System	231.75
08/24	08/28/2024	105931	Rieth-Riley Construction Co	582-020-360.000	Distribution System	338.64
08/24	08/28/2024	105931	Rieth-Riley Construction Co	582-020-360.000	Distribution System	204.00
08/24	08/28/2024	105931	Rieth-Riley Construction Co	592-544-775.000	Materials & Supplies	203.75
08/24	08/28/2024	105931	Rieth-Riley Construction Co	592-545-775.000	Materials & Supplies	203.78
08/24	08/28/2024	105932	Royal Tire	661-598-931.000	Equipment Repair	115.00
08/24	08/28/2024	105932	Royal Tire	661-598-932.000	Vehicle Repair & Mainte	714.68
08/24	08/28/2024	105933	Ryan Bros. Inc.	204-444-802.000	Contracted Services	25,307.50
08/24	08/28/2024	105934	Sanisweep Inc.	202-466-802.000	Contracted Services	2,835.00
08/24	08/28/2024	105935	Scientific Brake & Equipment	661-598-932.000	Vehicle Repair & Mainte	55.00-
08/24	08/28/2024	105935	Scientific Brake & Equipment	661-598-932.000	Vehicle Repair & Mainte	253.00
08/24	08/28/2024	105936	Southfield Public Library	271-790-955.000	Miscellaneous	53.00
08/24	08/28/2024	105937	Spartan Distributors Inc.	661-598-931.000	Equipment Repair	203.59
08/24	08/28/2024	105938	Spok	204-481-850.000	Communications	2.78
08/24	08/28/2024	105938	Spok	582-588-850.000	Communications	2.78
08/24	08/28/2024	105938	Spok	592-560-850.000	Communications	2.78
08/24	08/28/2024	105938	Spok	592-549-850.000	Communications	2.78
08/24	08/28/2024	105938	Spok	661-598-850.000	Communications	2.78
08/24	08/28/2024	105939	Standard Electric Company	582-010-111.000	Inventory - Materials	15,370.04
08/24	08/28/2024	105939	Standard Electric Company	582-082-682.000	Other	153.70-
08/24	08/28/2024	105939	Standard Electric Company	582-010-111.000	Inventory - Materials	3,434.13
08/24	08/28/2024	105939	Standard Electric Company	582-082-682.000	Other	34.34-
08/24	08/28/2024	105939	Standard Electric Company	582-010-111.000	Inventory - Materials	12,048.23
08/24	08/28/2024	105939	Standard Electric Company	582-082-682.000	Other	120.48-
08/24	08/28/2024	105939	Standard Electric Company	582-590-775.000	Materials & Supplies	258.90
08/24	08/28/2024	105939	Standard Electric Company	582-082-682.000	Other	2.59-
08/24	08/28/2024	105939	Standard Electric Company	582-590-775.000	Materials & Supplies	517.80
08/24	08/28/2024	105939	Standard Electric Company	582-082-682.000	Other	5.18-
08/24	08/28/2024	105939	Standard Electric Company	101-268-775.000	Materials & Supplies	34.16
08/24	08/28/2024	105940	Staples Advantage	101-172-751.000	Office Supplies	15.98
08/24	08/28/2024	105940	Staples Advantage	101-201-751.000	Office Supplies	15.98
08/24	08/28/2024	105940	Staples Advantage	101-208-751.000	Office Supplies	11.18
08/24	08/28/2024	105940	Staples Advantage	101-253-751.000	Office Supplies	9.59
08/24	08/28/2024	105940	Staples Advantage	101-345-751.000	Office Supplies	46.34
08/24	08/28/2024	105940	Staples Advantage	101-701-751.000	Office Supplies	7.99
08/24	08/28/2024	105940	Staples Advantage	101-441-751.000	Office Supplies	23.97
08/24	08/28/2024	105940	Staples Advantage	101-770-751.000	Office Supplies	4.79
08/24	08/28/2024	105940	Staples Advantage	101-773-775.000	Materials & Supplies	1.60
08/24	08/28/2024	105940	Staples Advantage	101-756-751.000	Office Supplies	15.98
08/24	08/28/2024	105940	Staples Advantage	101-789-751.000	Office Supplies	6.38
08/24	08/28/2024	105940	Staples Advantage	101-172-751.000	Office Supplies	18.37
08/24	08/28/2024	105940	Staples Advantage	101-201-751.000	Office Supplies	18.37
08/24	08/28/2024	105940	Staples Advantage	101-208-751.000	Office Supplies	12.86
08/24	08/28/2024	105940	Staples Advantage	101-253-751.000	Office Supplies	11.02
08/24	08/28/2024	105940	Staples Advantage	101-345-751.000	Office Supplies	53.28
08/24	08/28/2024	105940	Staples Advantage	101-701-751.000	Office Supplies	9.19
08/24	08/28/2024	105940	Staples Advantage	101-789-751.000	Office Supplies	152.23
08/24	08/28/2024	105940	Staples Advantage	101-441-751.000	Office Supplies	27.56
08/24	08/28/2024	105940	Staples Advantage	101-770-751.000	Office Supplies	5.51

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GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Invoice GL Account Title	Check Amount
08/24	08/28/2024	105940	Staples Advantage	101-773-775.000	Materials & Supplies	1.84
08/24	08/28/2024	105940	Staples Advantage	101-756-751.000	Office Supplies	18.37
08/24	08/28/2024	105940	Staples Advantage	101-789-751.000	Office Supplies	7.34
08/24	08/28/2024	105940	Staples Advantage	101-701-751.000	Office Supplies	70.70
08/24	08/28/2024	105941	State of Michigan - MDOT	202-451-802.000	Contracted Services	60,769.08
08/24	08/28/2024	105942	Structures Inc.	582-020-360.000	Distribution System	465.59
08/24	08/28/2024	105943	Thompson Park Avenue Properties LLC	514-587-802.100	Cont. Svcs - Downtown	932.09
08/24	08/28/2024	105944	Trace Analytics LLC	101-345-802.000	Contracted Services	85.50
08/24	08/28/2024	105945	Trophy Case, The	101-268-930.000	Building Repair & Maint	20.00
08/24	08/28/2024	105946	Turnout Management	101-345-931.000	Equipment Repair	102.00
08/24	08/28/2024	105947	U.S. Bank Equipment Finance	661-598-751.000	Office Supplies	55.62
08/24	08/28/2024	105947	U.S. Bank Equipment Finance	204-481-751.000	Office Supplies	55.63
08/24	08/28/2024	105947	U.S. Bank Equipment Finance	582-588-751.000	Office Supplies	55.63
08/24	08/28/2024	105947	U.S. Bank Equipment Finance	582-593-751.000	Office Supplies	55.63
08/24	08/28/2024	105947	U.S. Bank Equipment Finance	592-549-751.000	Office Supplies	55.63
08/24	08/28/2024	105947	U.S. Bank Equipment Finance	592-560-751.000	Office Supplies	55.63
08/24	08/28/2024	105948	USA Blue Book	592-547-775.000	Materials & Supplies	608.00
08/24	08/28/2024	105949	Van's Business Machines	248-739-725.000	Lake Street Office Expe	22.44
08/24	08/28/2024	105949	Van's Business Machines	514-587-802.000	Contracted Services	150.51
08/24	08/28/2024	105950	West Marine Pro	101-770-775.000	Materials & Supplies	2.98
08/24	08/28/2024	105951	Wolverine Ice Company Inc.	101-789-775.000	Materials & Supplies	145.00
09/24	09/04/2024	105963	5H Irrigation & Maintenance	101-528-802.000	Contracted Services	4,488.00
09/24	09/04/2024	105964	Access Locksmithing Inc.	101-265-930.000	Building Repair & Maint	237.50
09/24	09/04/2024	105964	Access Locksmithing Inc.	592-558-802.000	Contracted Services	201.50
09/24	09/04/2024	105965	Alliance Entertainment	271-790-761.000	Audio Visual - Adult	282.40
09/24	09/04/2024	105965	Alliance Entertainment	271-790-761.100	Audio Visual - Children	39.10
09/24	09/04/2024	105966	Amazon Capital Services	101-101-751.000	Office Supplies	29.73
09/24	09/04/2024	105966	Amazon Capital Services	101-262-751.000	Office Supplies	39.99
09/24	09/04/2024	105966	Amazon Capital Services	582-592-775.000	Materials & Supplies	163.43
09/24	09/04/2024	105966	Amazon Capital Services	592-549-775.000	Materials & Supplies	261.74
09/24	09/04/2024	105966	Amazon Capital Services	582-593-785.000	Small Tools & Supplies	411.99
09/24	09/04/2024	105967	AT & T Mobility	101-345-802.000	Contracted Services	25.18
09/24	09/04/2024	105967	AT & T Mobility	514-587-920.000	Public Utilities	191.20
09/24	09/04/2024	105968	AT&T	101-172-850.000	Communications	13.81
09/24	09/04/2024	105968	AT&T	101-201-850.000	Communications	11.05
09/24	09/04/2024	105968	AT&T	101-208-850.000	Communications	6.91
09/24	09/04/2024	105968	AT&T	101-253-850.000	Communications	5.53
09/24	09/04/2024	105968	AT&T	101-345-850.000	Communications	15.19
09/24	09/04/2024	105968	AT&T	101-701-850.000	Communications	6.91
09/24	09/04/2024	105968	AT&T	592-558-920.000	Public Utilities	401.26
09/24	09/04/2024	105968	AT&T	592-555-920.000	Public Utilities	202.36
09/24	09/04/2024	105968	AT&T	592-549-850.000	Communications	8.29
09/24	09/04/2024	105968	AT&T	592-560-850.000	Communications	8.29
09/24	09/04/2024	105968	AT&T	101-770-850.000	Communications	4.14
09/24	09/04/2024	105968	AT&T	101-773-850.000	Communications	4.14
09/24	09/04/2024	105968	AT&T	101-789-850.000	Communications	4.13
09/24	09/04/2024	105968	AT&T	101-345-850.000	Communications	.63
09/24	09/04/2024	105968	AT&T	101-756-850.000	Communications	6.91
09/24	09/04/2024	105968	AT&T	101-441-850.000	Communications	12.43
09/24	09/04/2024	105968	AT&T	204-481-850.000	Communications	5.53
09/24	09/04/2024	105968	AT&T	204-481-850.000	Communications	5.53
09/24	09/04/2024	105968	AT&T	582-588-850.000	Communications	13.81
09/24	09/04/2024	105968	AT&T	582-593-850.000	Communications	5.53
09/24	09/04/2024	105968	AT&T	592-560-850.000	Communications	46.11
09/24	09/04/2024	105968	AT&T	592-560-850.000	Communications	50.27
09/24	09/04/2024	105968	AT&T	592-558-920.000	Public Utilities	49.92

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09/24	09/04/2024	105968	AT&T	592-538-850.000	Communications	46.11
09/24	09/04/2024	105968	AT&T	592-538-850.000	Communications	46.11
09/24	09/04/2024	105969	Atchison Paper & Supply	271-790-752.000	Building Supplies	264.71
09/24	09/04/2024	105969	Atchison Paper & Supply	271-790-751.000	Office/Library Supplies	61.85
09/24	09/04/2024	105970	Bearcub Outfitters	514-587-885.000	Facade Grant Program	2,242.00
09/24	09/04/2024	105971	Berg Assessing & Consulting Inc	101-257-802.000	Contracted Services	400.00
09/24	09/04/2024	105972	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	9,698.32
09/24	09/04/2024	105972	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	8,548.51
09/24	09/04/2024	105972	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	18.76
09/24	09/04/2024	105972	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	6,769.95
09/24	09/04/2024	105972	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	9,820.61
09/24	09/04/2024	105972	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	3,113.51
09/24	09/04/2024	105972	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	8,852.74
09/24	09/04/2024	105972	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	1,236.24
09/24	09/04/2024	105972	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	10,226.02
09/24	09/04/2024	105972	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	10,481.90
09/24	09/04/2024	105972	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	8,801.92
09/24	09/04/2024	105972	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	13,266.90
09/24	09/04/2024	105973	Bradford Master Dry Cleaners	101-345-775.000	Materials & Supplies	353.50
09/24	09/04/2024	105974	Catania Medallie Specialty Inc	101-345-775.000	Materials & Supplies	2,375.00
09/24	09/04/2024	105975	Centaris	271-790-802.000	Contracted Services	417.00
09/24	09/04/2024	105976	Cintas Corp #729	582-593-930.000	Building Repair & Maint	13.16
09/24	09/04/2024	105976	Cintas Corp #729	204-481-767.000	Uniforms	67.63
09/24	09/04/2024	105976	Cintas Corp #729	582-588-767.000	Other - Uniforms	87.57
09/24	09/04/2024	105976	Cintas Corp #729	592-560-767.000	Other - Uniforms	30.23
09/24	09/04/2024	105976	Cintas Corp #729	592-549-767.000	Other - Uniforms	30.23
09/24	09/04/2024	105976	Cintas Corp #729	582-593-930.000	Building Repair & Maint	13.16
09/24	09/04/2024	105976	Cintas Corp #729	204-481-767.000	Uniforms	67.63
09/24	09/04/2024	105976	Cintas Corp #729	582-588-767.000	Other - Uniforms	87.57
09/24	09/04/2024	105976	Cintas Corp #729	592-560-767.000	Other - Uniforms	30.23
09/24	09/04/2024	105976	Cintas Corp #729	592-549-767.000	Other - Uniforms	30.23
09/24	09/04/2024	105977	City Services Inc.	592-544-802.000	Contracted Services	9,700.00
09/24	09/04/2024	105978	City Treas. for Utility Bills	101-265-920.000	Public Utilities	1,936.19
09/24	09/04/2024	105978	City Treas. for Utility Bills	101-268-920.000	Public Utilities	1,340.78
09/24	09/04/2024	105978	City Treas. for Utility Bills	101-345-920.000	Public Utilities	3,092.11
09/24	09/04/2024	105978	City Treas. for Utility Bills	101-345-920.100	Public Utilities-Station	922.78
09/24	09/04/2024	105978	City Treas. for Utility Bills	101-754-920.000	Public Utilities	387.37
09/24	09/04/2024	105978	City Treas. for Utility Bills	592-542-920.000	Public Utilities	39.28
09/24	09/04/2024	105978	City Treas. for Utility Bills	592-551-920.000	Public Utilities	16,997.26
09/24	09/04/2024	105978	City Treas. for Utility Bills	592-555-920.000	Public Utilities	749.81
09/24	09/04/2024	105978	City Treas. for Utility Bills	514-587-802.100	Cont. Svcs - Downtown	52.69
09/24	09/04/2024	105978	City Treas. for Utility Bills	514-587-920.000	Public Utilities	153.98
09/24	09/04/2024	105978	City Treas. for Utility Bills	582-586-920.000	Public Utilities	39.28
09/24	09/04/2024	105978	City Treas. for Utility Bills	582-586-920.100	Public Utilities - EV Stati	657.63
09/24	09/04/2024	105978	City Treas. for Utility Bills	582-593-920.000	Public Utilities	1,477.49
09/24	09/04/2024	105978	City Treas. for Utility Bills	592-538-920.000	Public Utilities	16,136.78
09/24	09/04/2024	105978	City Treas. for Utility Bills	101-770-920.000	Public Utilities	11,354.18
09/24	09/04/2024	105978	City Treas. for Utility Bills	101-773-920.000	Public Utilities	5,955.15
09/24	09/04/2024	105978	City Treas. for Utility Bills	101-789-920.000	Public Utilities	4,575.16
09/24	09/04/2024	105978	City Treas. for Utility Bills	204-448-920.000	Public Utilities	2,800.00
09/24	09/04/2024	105978	City Treas. for Utility Bills	271-790-920.000	Public Utilities	3,077.13
09/24	09/04/2024	105978	City Treas. for Utility Bills	271-790-920.000	Public Utilities	589.31
09/24	09/04/2024	105979	Decka Digital LLC	101-773-775.000	Materials & Supplies	374.22
09/24	09/04/2024	105979	Decka Digital LLC	101-701-751.000	Office Supplies	30.00
09/24	09/04/2024	105979	Decka Digital LLC	101-172-751.000	Office Supplies	74.47
09/24	09/04/2024	105979	Decka Digital LLC	101-201-751.000	Office Supplies	74.47

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09/24	09/04/2024	105979	Decka Digital LLC	101-208-751.000	Office Supplies	52.13
09/24	09/04/2024	105979	Decka Digital LLC	101-253-751.000	Office Supplies	44.68
09/24	09/04/2024	105979	Decka Digital LLC	101-345-751.000	Office Supplies	215.96
09/24	09/04/2024	105979	Decka Digital LLC	101-701-751.000	Office Supplies	37.23
09/24	09/04/2024	105979	Decka Digital LLC	101-441-751.000	Office Supplies	111.70
09/24	09/04/2024	105979	Decka Digital LLC	101-770-751.000	Office Supplies	22.34
09/24	09/04/2024	105979	Decka Digital LLC	101-773-775.000	Materials & Supplies	7.45
09/24	09/04/2024	105979	Decka Digital LLC	101-756-751.000	Office Supplies	74.47
09/24	09/04/2024	105979	Decka Digital LLC	101-789-751.000	Office Supplies	29.79
09/24	09/04/2024	105979	Decka Digital LLC	101-345-775.000	Materials & Supplies	100.00
09/24	09/04/2024	105980	Etna Supply	592-546-775.000	Materials & Supplies	125.00
09/24	09/04/2024	105980	Etna Supply	592-546-775.000	Materials & Supplies	275.00
09/24	09/04/2024	105980	Etna Supply	592-546-775.000	Materials & Supplies	68.40
09/24	09/04/2024	105980	Etna Supply	592-546-775.000	Materials & Supplies	128.68
09/24	09/04/2024	105980	Etna Supply	592-545-775.000	Materials & Supplies	268.80
09/24	09/04/2024	105980	Etna Supply	592-545-775.000	Materials & Supplies	324.60
09/24	09/04/2024	105980	Etna Supply	592-545-775.000	Materials & Supplies	84.00
09/24	09/04/2024	105980	Etna Supply	592-010-111.000	Inventory - Materials	500.00
09/24	09/04/2024	105981	Flynn's Excavating Inc.	592-544-802.000	Contracted Services	1,449.00
09/24	09/04/2024	105981	Flynn's Excavating Inc.	101-770-775.000	Materials & Supplies	175.00
09/24	09/04/2024	105982	Gale/Cengage Learning Inc.	271-790-760.000	Books - Adult	20.80
09/24	09/04/2024	105982	Gale/Cengage Learning Inc.	271-790-760.000	Books - Adult	59.18
09/24	09/04/2024	105982	Gale/Cengage Learning Inc.	271-790-760.000	Books - Adult	29.59
09/24	09/04/2024	105983	Gibby's Garage	514-587-802.000	Contracted Services	72.00
09/24	09/04/2024	105983	Gibby's Garage	582-593-930.000	Building Repair & Maint	108.00
09/24	09/04/2024	105983	Gibby's Garage	661-598-931.000	Equipment Repair	648.00
09/24	09/04/2024	105983	Gibby's Garage	661-598-932.000	Vehicle Repair & Mainte	1,152.00
09/24	09/04/2024	105983	Gibby's Garage	582-593-930.000	Building Repair & Maint	36.00
09/24	09/04/2024	105983	Gibby's Garage	661-598-931.000	Equipment Repair	288.00
09/24	09/04/2024	105983	Gibby's Garage	661-598-932.000	Vehicle Repair & Mainte	648.00
09/24	09/04/2024	105984	Haley's Plumbing & Heating	592-547-802.000	Contracted Services	150.00
09/24	09/04/2024	105984	Haley's Plumbing & Heating	592-554-802.000	Contracted Services	161.48
09/24	09/04/2024	105985	Hohlbein, Mary	271-790-880.000	Community Outreach	50.72
09/24	09/04/2024	105986	International Assoc. of Chiefs of Police	101-345-915.000	Memberships & Dues	525.00
09/24	09/04/2024	105987	John E. Green Co.	271-790-930.000	Building Repair & Maint	3,373.00
09/24	09/04/2024	105988	Keep It Real Social LLC	514-587-802.100	Cont. Svcs - Downtown	4,000.00
09/24	09/04/2024	105988	Keep It Real Social LLC	514-587-802.100	Cont. Svcs - Downtown	4,000.00
09/24	09/04/2024	105988	Keep It Real Social LLC	248-739-880.200	Image Campaign	150.00
09/24	09/04/2024	105989	Kesseler, Nisa	271-790-958.200	Programming - Young A	58.04
09/24	09/04/2024	105990	Kring Chevrolet Cadillac, Dave	661-020-142.000	Vehicles	100.00
09/24	09/04/2024	105990	Kring Chevrolet Cadillac, Dave	661-598-932.000	Vehicle Repair & Mainte	6,636.46
09/24	09/04/2024	105991	Library Market	271-790-802.000	Contracted Services	1,500.00
09/24	09/04/2024	105992	Mason County District Library	271-790-955.000	Miscellaneous	18.00
09/24	09/04/2024	105993	MICHIGAN CAT	661-020-140.000	Machinery & Equipment	232,716.00
09/24	09/04/2024	105994	Milsoft Utility Solutions	582-588-802.000	Contracted Services	625.00
09/24	09/04/2024	105995	Northern A-1	202-469-802.000	Contracted Services	1,230.00
09/24	09/04/2024	105995	Northern A-1	203-469-802.000	Contracted Services	1,230.00
09/24	09/04/2024	105995	Northern A-1	202-469-802.000	Contracted Services	690.00
09/24	09/04/2024	105995	Northern A-1	203-469-802.000	Contracted Services	690.00
09/24	09/04/2024	105995	Northern A-1	592-544-802.000	Contracted Services	7,867.64
09/24	09/04/2024	105996	P.C. Lawn Care	203-467-802.000	Contracted Services	372.50
09/24	09/04/2024	105996	P.C. Lawn Care	592-558-802.000	Contracted Services	580.00
09/24	09/04/2024	105996	P.C. Lawn Care	592-537-802.000	Contracted Services	200.00
09/24	09/04/2024	105997	Performance Painting	582-584-802.000	Contracted Services	2,852.00
09/24	09/04/2024	105998	SiteOne Landscape Supply	101-770-775.000	Materials & Supplies	8.41
09/24	09/04/2024	105998	SiteOne Landscape Supply	101-754-775.000	Materials & Supplies	65.39

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GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Invoice GL Account Title	Check Amount
09/24	09/04/2024	105998	SiteOne Landscape Supply	101-770-775.000	Materials & Supplies	546.46
09/24	09/04/2024	105999	Spectrum Business	101-770-934.000	WSP Extras	92.97
09/24	09/04/2024	106000	Standard Electric Company	101-268-775.000	Materials & Supplies	70.37
09/24	09/04/2024	106001	Tetra Tech Inc	101-526-801.000	Professional Services	393.06
09/24	09/04/2024	106001	Tetra Tech Inc	592-549-802.000	Contracted Services	208.94
09/24	09/04/2024	106002	T-Mobile	271-790-850.000	Communications	288.27
09/24	09/04/2024	106003	Trophy Case, The	271-790-751.000	Office/Library Supplies	18.00
09/24	09/04/2024	106004	Two Glass Gents Inc	271-790-930.000	Building Repair & Maint	350.00
09/24	09/04/2024	106005	USA Blue Book	592-544-775.000	Materials & Supplies	32.03
09/24	09/04/2024	106006	USIQ Inc.	101-345-784.000	Drug Forfeiture Expendi	8,456.00
09/24	09/04/2024	106017	State of Michigan-Department of LARA	582-081-642.300	Residential	3,505.16
09/24	09/04/2024	106017	State of Michigan-Department of LARA	582-081-642.400	Commercial	692.56
09/24	09/04/2024	106017	State of Michigan-Department of LARA	582-081-642.500	Industrial Sales	3.52
09/24	09/04/2024	106017	State of Michigan-Department of LARA	582-081-642.200	Non-Profit Sales	164.56
09/24	09/05/2024	106018	Maple Block Flats LLC	101-701-975.000	Rental Rehab	16,619.20
09/24	09/05/2024	106018	Maple Block Flats LLC	101-728-802.100	Consulting Services	11,166.25
09/24	09/11/2024	106019	All-Phase Electric Supply	582-590-775.000	Materials & Supplies	184.90
09/24	09/11/2024	106019	All-Phase Electric Supply	582-584-775.000	Materials & Supplies	103.80
09/24	09/11/2024	106019	All-Phase Electric Supply	582-584-775.000	Materials & Supplies	78.68
09/24	09/11/2024	106020	Amazon Capital Services	271-790-958.200	Programming - Young A	14.93
09/24	09/11/2024	106020	Amazon Capital Services	271-790-931.000	Equipment Repair & Mai	335.78
09/24	09/11/2024	106020	Amazon Capital Services	271-790-760.000	Books - Adult	46.40
09/24	09/11/2024	106020	Amazon Capital Services	271-790-760.000	Books - Adult	73.29
09/24	09/11/2024	106020	Amazon Capital Services	271-790-761.000	Audio Visual - Adult	24.99
09/24	09/11/2024	106020	Amazon Capital Services	271-790-964.000	Makerspace - Equip & S	23.95
09/24	09/11/2024	106020	Amazon Capital Services	271-790-752.000	Building Supplies	198.61
09/24	09/11/2024	106020	Amazon Capital Services	271-790-958.000	Programming - Children	64.99
09/24	09/11/2024	106020	Amazon Capital Services	271-790-958.000	Programming - Children	55.98
09/24	09/11/2024	106020	Amazon Capital Services	271-790-880.000	Community Outreach	15.32
09/24	09/11/2024	106020	Amazon Capital Services	271-790-958.200	Programming - Young A	178.66
09/24	09/11/2024	106020	Amazon Capital Services	271-790-752.000	Building Supplies	149.45
09/24	09/11/2024	106020	Amazon Capital Services	271-790-931.000	Equipment Repair & Mai	31.69
09/24	09/11/2024	106020	Amazon Capital Services	271-790-760.100	Books-Children's	6.31
09/24	09/11/2024	106020	Amazon Capital Services	271-790-761.200	Audio Visual - Young Ad	49.99
09/24	09/11/2024	106020	Amazon Capital Services	271-790-761.000	Audio Visual - Adult	32.49
09/24	09/11/2024	106021	Armstrong, Janet Elaine	271-790-802.000	Contracted Services	720.00
09/24	09/11/2024	106022	Baird & Associates Ltd., W.F.	101-770-802.000	Contracted Services	139,636.00
09/24	09/11/2024	106023	Ballard's Plumbing & Heating	204-444-802.000	Contracted Services	561.84
09/24	09/11/2024	106024	Bassett, Susan Jane	271-790-802.000	Contracted Services	1,770.00
09/24	09/11/2024	106025	Beckett & Raeder Inc.	101-770-802.000	Contracted Services	270.00
09/24	09/11/2024	106026	Benchmark Engineering Inc.	204-481-802.000	Contracted Services	12,354.00
09/24	09/11/2024	106027	BILLER PRESS	101-789-775.000	Materials & Supplies	337.38
09/24	09/11/2024	106028	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	8,320.22
09/24	09/11/2024	106028	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	7,151.33
09/24	09/11/2024	106028	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	9,260.77
09/24	09/11/2024	106028	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	9,662.58
09/24	09/11/2024	106028	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	10,777.82
09/24	09/11/2024	106028	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	2,762.67
09/24	09/11/2024	106028	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	9,795.06
09/24	09/11/2024	106028	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	19,859.78
09/24	09/11/2024	106028	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	5,602.54
09/24	09/11/2024	106028	Blarney Castle Oil Co.	101-789-772.000	Gas & Oil	9.00
09/24	09/11/2024	106029	Bolle Contracting LLC	101-265-802.000	Contracted Services	38,000.00
09/24	09/11/2024	106030	Bound Tree Medical LLC	101-345-775.000	Materials & Supplies	122.37
09/24	09/11/2024	106030	Bound Tree Medical LLC	101-345-775.000	Materials & Supplies	202.96
09/24	09/11/2024	106030	Bound Tree Medical LLC	101-345-775.000	Materials & Supplies	226.64

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GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Invoice GL Account Title	Check Amount
09/24	09/11/2024	106030	Bound Tree Medical LLC	101-345-775.000	Materials & Supplies	37.98
09/24	09/11/2024	106031	Cintas Corp #729	101-268-802.000	Contracted Services	23.39
09/24	09/11/2024	106031	Cintas Corp #729	592-554-802.000	Contracted Services	67.20
09/24	09/11/2024	106031	Cintas Corp #729	582-593-930.000	Building Repair & Maint	53.22
09/24	09/11/2024	106031	Cintas Corp #729	204-481-767.000	Uniforms	67.63
09/24	09/11/2024	106031	Cintas Corp #729	582-588-767.000	Other - Uniforms	87.57
09/24	09/11/2024	106031	Cintas Corp #729	592-560-767.000	Other - Uniforms	30.23
09/24	09/11/2024	106031	Cintas Corp #729	592-549-767.000	Other - Uniforms	30.23
09/24	09/11/2024	106032	Collias-Glaser, Helene Kay	271-790-802.000	Contracted Services	300.00
09/24	09/11/2024	106033	Complete Paint & Supplies	582-588-785.000	Small Tools & Supplies	145.99
09/24	09/11/2024	106034	David Hoffman Landscaping & Nursery I	204-470-802.000	Contracted Services	550.00
09/24	09/11/2024	106034	David Hoffman Landscaping & Nursery I	101-754-802.100	Contracted Svcs. - Spra	2,020.00
09/24	09/11/2024	106035	Decka Digital LLC	204-481-751.000	Office Supplies	308.91
09/24	09/11/2024	106035	Decka Digital LLC	592-560-751.000	Office Supplies	343.61
09/24	09/11/2024	106035	Decka Digital LLC	582-593-751.000	Office Supplies	308.91
09/24	09/11/2024	106035	Decka Digital LLC	101-172-751.000	Office Supplies	10.46
09/24	09/11/2024	106035	Decka Digital LLC	101-201-751.000	Office Supplies	10.46
09/24	09/11/2024	106035	Decka Digital LLC	101-208-751.000	Office Supplies	7.32
09/24	09/11/2024	106035	Decka Digital LLC	101-253-751.000	Office Supplies	6.28
09/24	09/11/2024	106035	Decka Digital LLC	101-345-751.000	Office Supplies	30.35
09/24	09/11/2024	106035	Decka Digital LLC	101-701-751.000	Office Supplies	5.23
09/24	09/11/2024	106035	Decka Digital LLC	101-441-751.000	Office Supplies	15.70
09/24	09/11/2024	106035	Decka Digital LLC	101-770-751.000	Office Supplies	3.14
09/24	09/11/2024	106035	Decka Digital LLC	101-773-775.000	Materials & Supplies	1.05
09/24	09/11/2024	106035	Decka Digital LLC	101-756-751.000	Office Supplies	10.46
09/24	09/11/2024	106035	Decka Digital LLC	101-789-751.000	Office Supplies	4.19
09/24	09/11/2024	106036	Drost Landscape	101-754-802.100	Contracted Svcs. - Spra	333.90
09/24	09/11/2024	106036	Drost Landscape	101-770-802.100	Contracted Svcs. - Spra	1,798.50
09/24	09/11/2024	106036	Drost Landscape	101-773-802.000	Contracted Services	293.70
09/24	09/11/2024	106036	Drost Landscape	204-470-802.000	Contracted Services	188.10
09/24	09/11/2024	106037	Ducastel, Barbara	271-790-802.000	Contracted Services	60.00
09/24	09/11/2024	106038	Dunkel Excavating Services Inc.	592-556-802.000	Contracted Services	840.00
09/24	09/11/2024	106039	Emmet Co. Dept of Public Works	101-528-802.000	Contracted Services	160.00
09/24	09/11/2024	106039	Emmet Co. Dept of Public Works	101-528-802.000	Contracted Services	3,814.05
09/24	09/11/2024	106040	Emmet Plumbing & Heating Inc.	101-789-802.000	Contracted Services	1,540.28
09/24	09/11/2024	106041	Factor Systems LLC	101-208-803.000	Contracted Services - Bi	4,701.76
09/24	09/11/2024	106042	Fastenal Company	661-598-785.000	Small Tools & Supplies	16.00
09/24	09/11/2024	106042	Fastenal Company	101-770-775.000	Materials & Supplies	127.71
09/24	09/11/2024	106043	Fraternal Order of Police	701-000-230.400	Union Dues	980.00
09/24	09/11/2024	106044	Great Lakes Pipe & Supply	592-556-775.000	Materials & Supplies	206.00
09/24	09/11/2024	106045	GRP Engineering Inc.	582-588-802.000	Contracted Services	1,687.50
09/24	09/11/2024	106045	GRP Engineering Inc.	582-588-802.000	Contracted Services	536.25
09/24	09/11/2024	106045	GRP Engineering Inc.	582-588-802.000	Contracted Services	4,261.25
09/24	09/11/2024	106046	Hammond, Linda Lawless	271-790-802.000	Contracted Services	240.00
09/24	09/11/2024	106047	Harbor Springs Excavating	203-451-802.000	Contracted Services	1,104.00
09/24	09/11/2024	106048	Heritage Fire Equipment	661-598-932.000	Vehicle Repair & Mainte	5,137.16
09/24	09/11/2024	106048	Heritage Fire Equipment	661-598-932.000	Vehicle Repair & Mainte	3,053.63
09/24	09/11/2024	106048	Heritage Fire Equipment	661-598-932.000	Vehicle Repair & Mainte	1,313.63
09/24	09/11/2024	106048	Heritage Fire Equipment	661-598-932.000	Vehicle Repair & Mainte	747.42
09/24	09/11/2024	106049	Himebauch, Kelly L	271-790-802.000	Contracted Services	150.00
09/24	09/11/2024	106050	Ingram Library Services	271-790-760.000	Books - Adult	2,626.39
09/24	09/11/2024	106050	Ingram Library Services	271-790-760.100	Books-Children's	1,725.21
09/24	09/11/2024	106050	Ingram Library Services	271-790-760.200	Books - Young Adult	477.42
09/24	09/11/2024	106051	Integrity Business Solutions	271-790-751.000	Office/Library Supplies	37.57
09/24	09/11/2024	106051	Integrity Business Solutions	514-587-802.100	Cont. Svcs - Downtown	114.62
09/24	09/11/2024	106052	IR Electric Motor Service	592-554-802.000	Contracted Services	2,583.70

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09/24	09/11/2024	106053	Jakeway, Patricia	271-790-802.000	Contracted Services	480.00
09/24	09/11/2024	106054	Jerry's Garage	661-598-932.000	Vehicle Repair & Mainte	398.00
09/24	09/11/2024	106055	Kiesler's Police Supply Inc.	101-345-784.000	Drug Forfeiture Expendi	2,625.68
09/24	09/11/2024	106055	Kiesler's Police Supply Inc.	101-345-784.000	Drug Forfeiture Expendi	2,159.80
09/24	09/11/2024	106055	Kiesler's Police Supply Inc.	101-345-931.000	Equipment Repair	85.00
09/24	09/11/2024	106056	Klimsza, Adam	101-345-912.000	Education & Training	50.00
09/24	09/11/2024	106057	Knox Company	101-345-985.000	Equipment	1,453.00
09/24	09/11/2024	106057	Knox Company	101-345-985.000	Equipment	2,871.00
09/24	09/11/2024	106058	Kring Chevrolet Cadillac, Dave	661-598-932.000	Vehicle Repair & Mainte	25.37
09/24	09/11/2024	106059	KSS Enterprises	101-770-775.000	Materials & Supplies	26.07
09/24	09/11/2024	106059	KSS Enterprises	101-770-775.000	Materials & Supplies	177.40
09/24	09/11/2024	106060	Lowery Underground Service	582-020-360.000	Distribution System	13,563.60
09/24	09/11/2024	106060	Lowery Underground Service	582-598-802.000	Contracted Services	5,282.90
09/24	09/11/2024	106061	MacQueen Emergency	101-345-802.000	Contracted Services	2,835.00
09/24	09/11/2024	106062	McCardel Culligan	592-553-802.000	Contracted Services	66.00
09/24	09/11/2024	106062	McCardel Culligan	514-587-802.100	Cont. Svcs - Downtown	12.00
09/24	09/11/2024	106063	Meyer Ace Hardware	271-790-752.000	Building Supplies	5.03
09/24	09/11/2024	106063	Meyer Ace Hardware	271-790-752.000	Building Supplies	32.37
09/24	09/11/2024	106063	Meyer Ace Hardware	101-345-775.000	Materials & Supplies	73.72
09/24	09/11/2024	106063	Meyer Ace Hardware	271-790-752.000	Building Supplies	8.99
09/24	09/11/2024	106063	Meyer Ace Hardware	661-598-931.000	Equipment Repair	3.59
09/24	09/11/2024	106063	Meyer Ace Hardware	101-789-775.000	Materials & Supplies	362.85
09/24	09/11/2024	106063	Meyer Ace Hardware	101-265-775.000	Materials & Supplies	21.55
09/24	09/11/2024	106063	Meyer Ace Hardware	204-444-775.000	Materials & Supplies	10.20
09/24	09/11/2024	106063	Meyer Ace Hardware	582-584-775.000	Materials & Supplies	17.98
09/24	09/11/2024	106063	Meyer Ace Hardware	101-773-775.000	Materials & Supplies	36.86
09/24	09/11/2024	106064	MICHIGAN CAT	661-598-931.000	Equipment Repair	1,033.24
09/24	09/11/2024	106064	MICHIGAN CAT	661-598-931.000	Equipment Repair	6,311.00
09/24	09/11/2024	106064	MICHIGAN CAT	661-598-931.000	Equipment Repair	6,311.00-
09/24	09/11/2024	106065	NAPA Auto Parts	661-598-932.000	Vehicle Repair & Mainte	107.94
09/24	09/11/2024	106065	NAPA Auto Parts	101-789-775.000	Materials & Supplies	1.50-
09/24	09/11/2024	106065	NAPA Auto Parts	661-010-111.000	Inventory - Materials	7.34
09/24	09/11/2024	106065	NAPA Auto Parts	661-598-785.000	Small Tools & Supplies	45.73
09/24	09/11/2024	106065	NAPA Auto Parts	661-598-932.000	Vehicle Repair & Mainte	51.90
09/24	09/11/2024	106065	NAPA Auto Parts	661-598-932.000	Vehicle Repair & Mainte	3.52
09/24	09/11/2024	106065	NAPA Auto Parts	661-598-932.000	Vehicle Repair & Mainte	55.79
09/24	09/11/2024	106065	NAPA Auto Parts	101-789-775.000	Materials & Supplies	19.48
09/24	09/11/2024	106065	NAPA Auto Parts	661-598-932.000	Vehicle Repair & Mainte	2.99
09/24	09/11/2024	106065	NAPA Auto Parts	101-789-775.000	Materials & Supplies	17.09
09/24	09/11/2024	106065	NAPA Auto Parts	661-010-111.000	Inventory - Materials	23.10
09/24	09/11/2024	106065	NAPA Auto Parts	661-598-932.000	Vehicle Repair & Mainte	231.59
09/24	09/11/2024	106065	NAPA Auto Parts	661-598-759.000	Gas & Oil	122.23
09/24	09/11/2024	106065	NAPA Auto Parts	661-598-759.000	Gas & Oil	120.48
09/24	09/11/2024	106065	NAPA Auto Parts	661-598-785.000	Small Tools & Supplies	55.46
09/24	09/11/2024	106066	National Hose Testing Specialties Inc.	101-345-802.000	Contracted Services	4,512.00
09/24	09/11/2024	106067	North Central Mich. College	101-345-912.000	Education & Training	100.00
09/24	09/11/2024	106068	Northern Gale Cleaning & Property Mgmt	271-790-802.000	Contracted Services	1,500.00
09/24	09/11/2024	106069	Northern Michigan Review Inc.	101-728-802.100	Consulting Services	378.48
09/24	09/11/2024	106070	OLSTROM EXCAVATING & PAVING	202-464-802.000	Contracted Services	9,146.00
09/24	09/11/2024	106071	P.C. Lawn Care	582-593-930.000	Building Repair & Maint	1,277.50
09/24	09/11/2024	106071	P.C. Lawn Care	202-467-802.000	Contracted Services	2,332.50
09/24	09/11/2024	106071	P.C. Lawn Care	592-537-802.000	Contracted Services	1,940.00
09/24	09/11/2024	106071	P.C. Lawn Care	592-543-802.000	Contracted Services	370.00
09/24	09/11/2024	106071	P.C. Lawn Care	592-555-802.000	Contracted Services	180.00
09/24	09/11/2024	106071	P.C. Lawn Care	592-543-802.000	Contracted Services	70.00
09/24	09/11/2024	106071	P.C. Lawn Care	592-558-802.000	Contracted Services	100.00

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09/24	09/11/2024	106072	Performance Engineers Inc.	247-751-802.000	Contracted Services	4,815.28
09/24	09/11/2024	106073	Performance Painting	582-584-802.000	Contracted Services	1,225.00
09/24	09/11/2024	106074	Police and Firemen's Insurance	701-000-230.185	Police and Fire Insuranc	379.38
09/24	09/11/2024	106075	Preston Feather	592-081-682.000	Other	5.57-
09/24	09/11/2024	106075	Preston Feather	582-082-682.000	Other	3.18-
09/24	09/11/2024	106075	Preston Feather	101-082-682.000	Other	4.52-
09/24	09/11/2024	106075	Preston Feather	592-558-775.000	Materials & Supplies	35.99
09/24	09/11/2024	106075	Preston Feather	592-558-775.000	Materials & Supplies	19.99
09/24	09/11/2024	106075	Preston Feather	101-773-931.000	Equipment Repair	44.65
09/24	09/11/2024	106075	Preston Feather	582-588-785.000	Small Tools & Supplies	31.99
09/24	09/11/2024	106076	Pro Image Design	661-598-931.000	Equipment Repair	46.00
09/24	09/11/2024	106077	Proclean North	582-593-930.000	Building Repair & Maint	1,463.00
09/24	09/11/2024	106078	Quality Car & Truck Repair Inc.	101-345-775.000	Materials & Supplies	162.37
09/24	09/11/2024	106079	Range Telecommunications	204-481-850.000	Communications	50.00
09/24	09/11/2024	106079	Range Telecommunications	101-756-850.000	Communications	19.00
09/24	09/11/2024	106079	Range Telecommunications	582-593-850.000	Communications	50.00
09/24	09/11/2024	106079	Range Telecommunications	592-560-850.000	Communications	67.50
09/24	09/11/2024	106079	Range Telecommunications	592-549-850.000	Communications	67.50
09/24	09/11/2024	106080	Rieth-Riley Construction Co	592-545-775.000	Materials & Supplies	534.75
09/24	09/11/2024	106080	Rieth-Riley Construction Co	582-020-360.000	Distribution System	81.00
09/24	09/11/2024	106081	Royal Tire	661-598-931.000	Equipment Repair	161.02
09/24	09/11/2024	106082	Safety-Kleen Systems Inc.	661-598-759.000	Gas & Oil	349.00
09/24	09/11/2024	106082	Safety-Kleen Systems Inc.	661-598-785.000	Small Tools & Supplies	325.49
09/24	09/11/2024	106083	Select Electric	101-789-802.000	Contracted Services	3,284.00
09/24	09/11/2024	106084	SiteOne Landscape Supply	204-010-111.000	Materials Inventory	1,521.45
09/24	09/11/2024	106084	SiteOne Landscape Supply	101-754-775.000	Materials & Supplies	69.23
09/24	09/11/2024	106084	SiteOne Landscape Supply	101-770-775.000	Materials & Supplies	81.66
09/24	09/11/2024	106085	Smith, Christine R.	271-790-958.100	Programming - Adult	185.00
09/24	09/11/2024	106086	Standard Electric Company	582-584-775.000	Materials & Supplies	3.67
09/24	09/11/2024	106086	Standard Electric Company	582-082-682.000	Other	.04-
09/24	09/11/2024	106086	Standard Electric Company	582-584-775.000	Materials & Supplies	96.35
09/24	09/11/2024	106086	Standard Electric Company	582-082-682.000	Other	.97-
09/24	09/11/2024	106087	Staples Advantage	101-172-751.000	Office Supplies	2.00
09/24	09/11/2024	106087	Staples Advantage	101-201-751.000	Office Supplies	2.00
09/24	09/11/2024	106087	Staples Advantage	101-208-751.000	Office Supplies	1.40
09/24	09/11/2024	106087	Staples Advantage	101-253-751.000	Office Supplies	1.20
09/24	09/11/2024	106087	Staples Advantage	101-345-751.000	Office Supplies	5.80
09/24	09/11/2024	106087	Staples Advantage	101-701-751.000	Office Supplies	1.00
09/24	09/11/2024	106087	Staples Advantage	101-441-751.000	Office Supplies	3.00
09/24	09/11/2024	106087	Staples Advantage	101-770-751.000	Office Supplies	.60
09/24	09/11/2024	106087	Staples Advantage	101-773-775.000	Materials & Supplies	.20
09/24	09/11/2024	106087	Staples Advantage	101-756-751.000	Office Supplies	2.00
09/24	09/11/2024	106087	Staples Advantage	101-789-751.000	Office Supplies	.79
09/24	09/11/2024	106088	T2 Systems Canada Inc.	514-587-802.000	Contracted Services	165.00
09/24	09/11/2024	106089	Teamsters Local #214	701-000-230.400	Union Dues	1,113.00
09/24	09/11/2024	106090	UNITED STATES POSTAL SERVICE	101-262-751.000	Office Supplies	500.00
09/24	09/11/2024	106091	Van's Business Machines	248-739-725.000	Lake Street Office Expe	37.34
09/24	09/11/2024	106092	Visual Edge IT Inc.	101-172-751.000	Office Supplies	14.96
09/24	09/11/2024	106092	Visual Edge IT Inc.	101-201-751.000	Office Supplies	14.96
09/24	09/11/2024	106092	Visual Edge IT Inc.	101-208-751.000	Office Supplies	10.47
09/24	09/11/2024	106092	Visual Edge IT Inc.	101-253-751.000	Office Supplies	8.98
09/24	09/11/2024	106092	Visual Edge IT Inc.	101-345-751.000	Office Supplies	43.38
09/24	09/11/2024	106092	Visual Edge IT Inc.	101-701-751.000	Office Supplies	7.48
09/24	09/11/2024	106092	Visual Edge IT Inc.	101-441-751.000	Office Supplies	22.44
09/24	09/11/2024	106092	Visual Edge IT Inc.	101-770-751.000	Office Supplies	4.49
09/24	09/11/2024	106092	Visual Edge IT Inc.	101-773-775.000	Materials & Supplies	1.50

M = Manual Check, V = Void Check

GL Period	Check Issue Date	Check Number	Payee	Invoice GL Account	Invoice GL Account Title	Check Amount
09/24	09/11/2024	106092	Visual Edge IT Inc.	101-756-751.000	Office Supplies	14.96
09/24	09/11/2024	106092	Visual Edge IT Inc.	101-789-751.000	Office Supplies	5.98
09/24	09/11/2024	106093	Windemuller	592-554-802.000	Contracted Services	839.28
09/24	09/11/2024	106094	Zaremba Equipment Inc.	661-598-932.000	Vehicle Repair & Mainte	651.06
08/24	08/28/2024	999677	ACH-CHILD SUPPORT	701-000-230.160	Child Support	337.70
08/24	08/28/2024	999678	ACH-EFTPS	701-000-230.100	Federal Withholding Pa	22,452.28
08/24	08/28/2024	999678	ACH-EFTPS	701-000-230.200	FICA Withholding Payab	15,353.31
08/24	08/28/2024	999678	ACH-EFTPS	701-000-230.200	FICA Withholding Payab	15,353.31
08/24	08/28/2024	999678	ACH-EFTPS	701-000-230.200	FICA Withholding Payab	3,590.78
08/24	08/28/2024	999678	ACH-EFTPS	701-000-230.200	FICA Withholding Payab	3,590.78
08/24	08/28/2024	999679	ACH-ICMA 457	701-000-230.700	Employees ICMA Payab	1,115.64
08/24	08/28/2024	999679	ACH-ICMA 457	701-000-230.700	Employees ICMA Payab	5,990.00
08/24	08/28/2024	999679	ACH-ICMA 457	701-000-230.700	Employees ICMA Payab	3,492.28
08/24	08/28/2024	999680	ACH-MERS Health Saving Plan	701-000-230.195	MERS Savings Plan	2,103.26
08/24	08/28/2024	999680	ACH-MERS Health Saving Plan	701-000-230.195	MERS Savings Plan	2,066.24
08/24	08/28/2024	999680	ACH-MERS Health Saving Plan	701-000-230.195	MERS Savings Plan	2,032.49
08/24	08/28/2024	999680	ACH-MERS Health Saving Plan	701-000-230.120	MERS Payable	730.74
08/24	08/28/2024	999680	ACH-MERS Health Saving Plan	701-000-230.120	MERS Payable	730.74
08/24	08/28/2024	999680	ACH-MERS Health Saving Plan	701-000-230.120	MERS Payable	730.74
08/24	08/28/2024	999680	ACH-MERS Health Saving Plan	701-000-230.195	MERS Savings Plan	114.77
08/24	08/28/2024	999680	ACH-MERS Health Saving Plan	701-000-230.195	MERS Savings Plan	136.58
08/24	08/28/2024	999680	ACH-MERS Health Saving Plan	701-000-230.195	MERS Savings Plan	129.02
08/24	08/28/2024	999681	Mers DC 45	701-000-230.120	MERS Payable	3,537.19
08/24	08/28/2024	999681	Mers DC 45	701-000-230.120	MERS Payable	3,516.23
08/24	08/28/2024	999681	Mers DC 45	701-000-230.120	MERS Payable	3,461.06
08/24	08/28/2024	999681	Mers DC 45	001-000-001.001	Cash	527.14
08/24	08/28/2024	999681	Mers DC 45	001-000-001.001	Cash	527.03
08/24	08/28/2024	999681	Mers DC 45	001-000-001.001	Cash	550.68
08/24	08/28/2024	999681	Mers DC 45	701-000-230.120	MERS Payable	2,753.38
08/24	08/28/2024	999681	Mers DC 45	701-000-230.120	MERS Payable	2,635.22
08/24	08/28/2024	999681	Mers DC 45	701-000-230.120	MERS Payable	2,635.77
08/24	08/28/2024	999681	Mers DC 45	001-000-001.001	Cash	1,721.62
08/24	08/28/2024	999681	Mers DC 45	001-000-001.001	Cash	1,747.56
08/24	08/28/2024	999681	Mers DC 45	001-000-001.001	Cash	1,758.12
08/24	08/28/2024	999682	MissionSquare 401	701-000-230.700	Employees ICMA Payab	876.62
08/24	08/28/2024	999683	MissionSquare Roth	701-000-230.900	Roth IRA	783.23
09/24	09/11/2024	999684	ACH-CHILD SUPPORT	701-000-230.160	Child Support	337.70
09/24	09/11/2024	999685	ACH-EFTPS	701-000-230.200	FICA Withholding Payab	15,475.77
09/24	09/11/2024	999685	ACH-EFTPS	701-000-230.100	Federal Withholding Pa	23,328.80
09/24	09/11/2024	999685	ACH-EFTPS	701-000-230.200	FICA Withholding Payab	15,475.77
09/24	09/11/2024	999685	ACH-EFTPS	701-000-230.200	FICA Withholding Payab	3,619.34
09/24	09/11/2024	999685	ACH-EFTPS	701-000-230.200	FICA Withholding Payab	3,619.34
09/24	09/11/2024	999686	ACH-ICMA 457	701-000-230.700	Employees ICMA Payab	1,110.77
09/24	09/11/2024	999686	ACH-ICMA 457	701-000-230.700	Employees ICMA Payab	6,065.00
09/24	09/11/2024	999686	ACH-ICMA 457	701-000-230.700	Employees ICMA Payab	3,273.21
09/24	09/11/2024	999687	MissionSquare 401	701-000-230.700	Employees ICMA Payab	876.62
09/24	09/11/2024	999688	MissionSquare Roth	701-000-230.900	Roth IRA	783.23
Grand Totals:						<u><u>9,798,739.07</u></u>

Report Criteria:

Check issue date = 08/22/2024-09/11/2024

Check Number	Check Issue Date	Name	GL Account	Amount
10149	08/28/2024	K.C.E.B., INC	703040280000	10.00
10150	08/28/2024	Vasilakis Real Estate	703040233000	25.00
10163	08/30/2024	Loveland, Gerald	703040236224	20,700.00
10163	08/30/2024	Loveland, Gerald	703040240000	207.00
10164	09/04/2024	Baumhardt, Norman & Smith, Karly	703040240000	17.91
10165	09/04/2024	Gawne, Jeffrey	703040222224	867.19
10165	09/04/2024	Gawne, Jeffrey	703040228224	1,072.82
10165	09/04/2024	Gawne, Jeffrey	703040229224	647.68
10165	09/04/2024	Gawne, Jeffrey	703040230224	1,257.81
10165	09/04/2024	Gawne, Jeffrey	703040230224	87.43
10165	09/04/2024	Gawne, Jeffrey	703040231224	297.35
10165	09/04/2024	Gawne, Jeffrey	703040237224	405.07
10165	09/04/2024	Gawne, Jeffrey	703040240000	46.35
10166	09/04/2024	Neff-Matthews, Sara	703040236224	6,705.54
10166	09/04/2024	Neff-Matthews, Sara	703040240000	67.06
10167	09/04/2024	Nesmith, Elizabeth	703040236224	12,724.20
10167	09/04/2024	Nesmith, Elizabeth	703040240000	127.25
10168	09/04/2024	Winklerprim, Vincent & Antoinette	703040236224	6,971.40
10168	09/04/2024	Winklerprim, Vincent & Antoinette	703040240000	69.71
10169	09/11/2024	Garber III, Jack	703040236224	7,066.80
10169	09/11/2024	Garber III, Jack	703040240000	70.67
105804	08/26/2024	Harbor View Condominium Assoc.	101081492000	700.00
105952	08/28/2024	90th District Court	514587775000	330.00
105953	08/28/2024	Balean, Alina	101087654000	150.00
105954	08/28/2024	Bear Creek Station LLC	582081642300	25.61
105955	08/28/2024	Brushaber, Rachael	582081642300	88.31
105956	08/28/2024	Freedom Utility Placement	592040286000	500.00
105957	08/28/2024	Hoyt, Linda	101087654000	100.00
105958	08/28/2024	Malleis, Sheila	101087654000	50.00
105959	08/28/2024	Miller, Janet	582081642300	188.98
105960	08/28/2024	Pappas, Teri	101087654000	100.00
105961	08/28/2024	Prantera, Amanda	582081642300	36.00
105962	08/28/2024	Thomas, Rosemary	101087654000	50.00
106007	09/04/2024	Albion District Library	271790955000	19.99
106008	09/04/2024	Domka, Marcella	582081642300	1.80
106009	09/04/2024	Fyzical Therapy & Balance Ctr By The Bay	582040285000	2.61
106010	09/04/2024	Houseman, Virginia	582040285000	75.00
106011	09/04/2024	Houseman, Virginia	582081642300	8.67
106012	09/04/2024	MI MM CPR Training	271790912000	600.00
106013	09/04/2024	Riley, Matthew	582040285000	8.13
106014	09/04/2024	Teegardin, Nicholas	582040285000	31.50
106015	09/04/2024	Verner, Brett	582040285000	68.53
106016	09/04/2024	Woods, Nathan	582040285000	25.92
106095	09/11/2024	3D Universe	271790964000	696.00
106096	09/11/2024	Bowling, Sue	101087653000	27.00
106097	09/11/2024	Hartwell, Richard	582588803000	30.00
106098	09/11/2024	Reed, Katherine	582588803000	4,000.00
106099	09/11/2024	Robinson, Kellee	101087653000	281.00
Grand Totals:				66,239.29

General Fund

As of 8/31/2024

	2024 Actual	2024 Budget	Variance	Percentage
REVENUES				
Operating :				
Property Tax	\$ 5,076,697	\$ 4,736,800	\$ 339,897	107.2%
Licenses and Permits	30,005	34,900	(4,895)	86.0%
State Shared Revenues	477,065	745,800	(268,735)	64.0%
Charges for Services	24,638	38,700	(14,062)	63.7%
	<u>5,608,405</u>	<u>5,556,200</u>	<u>52,205</u>	<u>100.9%</u>
Nonoperating:				
*Interest Income	117,964	75,000	42,964	157.3%
Other	6,047	1,000	5,047	604.7%
	<u>124,011</u>	<u>76,000</u>	<u>48,011</u>	<u>163.2%</u>
Activities:				
Grants	262,323	102,600	159,723	255.7%
Public Safety	52,142	119,300	(67,158)	43.7%
Recreation	104,045	104,300	(255)	99.8%
Parks	476,630	567,600	(90,970)	84.0%
Bayfront Park Marina	1,400,566	1,310,400	90,166	106.9%
	<u>2,295,706</u>	<u>2,204,200</u>	<u>91,506</u>	<u>104.2%</u>
Transfers:				
City Hall Building Rent	38,000	38,000	-	100.0%
Electric Fund	178,600	178,600	-	100.0%
Water and Sewer Fund	334,800	334,800	-	100.0%
Administration Fees	2,006,600	2,006,600	-	100.0%
	<u>2,558,000</u>	<u>2,558,000</u>	<u>-</u>	<u>100.0%</u>
			-	
TOTAL REVENUES	<u>\$ 10,586,122.09</u>	<u>\$ 10,394,400.00</u>	<u>\$ 191,722</u>	<u>101.8%</u>
EXPENDITURES				
Legislation and Citizen Participation:				
City Council	\$ 9,171	\$ 29,800	\$ (20,629)	30.8%
Elections	29,035	56,500	(27,465)	51.4%
	<u>38,207</u>	<u>86,300</u>	<u>(48,093)</u>	<u>44.3%</u>
General Administration:				
City Manager	229,007	373,700	(144,693)	61.3%
City Assessor	89,217	178,000	(88,783)	50.1%
City Attorney	65,320	145,000	(79,680)	45.0%
City Planner & Zoning	109,948	188,300	(78,352)	58.4%
Economic Development	50,657	86,000	(35,343)	58.9%
	<u>544,148</u>	<u>971,000</u>	<u>(426,852)</u>	<u>56.0%</u>

	2024 Actual	2024 Budget	Variance	Percentage
Department of Finance:				
Director of Finance - Treasurer	196,398	303,000	(106,602)	64.8%
Accounting	204,032	320,000	(115,968)	63.8%
Utility Billing	146,681	217,200	(70,519)	67.5%
Information Technology	102,705	216,200	(113,495)	47.5%
	<u>649,816</u>	<u>1,056,400</u>	<u>(406,584)</u>	<u>61.5%</u>
Department of Public Safety:				
Law Enforcement, Fire Protection, Emergency Medical Services	<u>2,654,367</u>	<u>3,873,600</u>	<u>(1,219,233)</u>	<u>68.5%</u>
			-	
Department of Parks and Recreation:				
Building and Grounds	193,920	405,500	(211,580)	47.8%
Downtown Maintenance	105,842	156,300	(50,458)	67.7%
Parks and Special Facilities	1,030,074	1,543,000	(512,926)	66.8%
Magnus Park	128,620	178,100	(49,480)	72.2%
Recreation Programs	245,515	303,800	(58,285)	80.8%
Bayfront Park Marina	810,382	1,056,100	(245,718)	76.7%
	<u>2,514,352</u>	<u>3,642,800</u>	<u>(1,128,448)</u>	<u>69.0%</u>
Department of Public Works:				
Administration	322,631	511,400	(188,769)	63.1%
Solid Waste	122,443	235,400	(112,957)	52.0%
	<u>445,074</u>	<u>746,800</u>	<u>(301,726)</u>	<u>59.6%</u>
			-	
TOTAL EXPENDITURES	<u>\$ 6,845,964.40</u>	<u>\$ 10,376,900.00</u>	<u>\$ (3,530,936)</u>	<u>66.0%</u>
Excess of Revenues Over Expenditures	\$ 3,740,157.69	\$ 17,500.00	\$ 3,722,658	21372.3%

*Pooled interest income is allocated to all funds at year-end

Major Street Fund

As of 8/31/2024

	2024 Actual	2024 Budget	Variance	Percentage
REVENUES				
Operating :				
Grants	\$ -	\$ 235,900	\$ (235,900)	0.0%
State Motor Fuel Tax	362,919	628,300	(265,381)	57.8%
State Trunkline Maintenance	45,939	107,700	(61,761)	42.7%
Right-of Way Use Fee	25,754	29,100	(3,346)	88.5%
Other Federal Grant	-	-	-	
	<u>434,612</u>	<u>1,001,000</u>	<u>(566,388)</u>	<u>43.4%</u>
Nonoperating:				
Interest Income	11,991	10,000	1,991	119.9%
			-	
Transfers:				
Right of Way Fund	-	-	-	
			-	
TOTAL REVENUES	<u>\$ 446,604</u>	<u>\$ 1,011,000</u>	<u>\$ (564,396)</u>	<u>44.2%</u>
EXPENDITURES				
State Trunkline:				
Pavements	\$ 3,769	\$ 4,800	\$ (1,031)	78.5%
Drainage	243	2,200	(1,958)	11.0%
Cleanup and Mowing	7,945	9,200	(1,255)	86.4%
Signs-Signals and Barriers	782	1,300	(518)	60.2%
Sweeping and Flushing	3,583	9,600	(6,017)	37.3%
Winter Maintenance	30,545	80,600	(50,055)	37.9%
	<u>46,868</u>	<u>107,700</u>	<u>(60,832)</u>	<u>43.5%</u>
Major Street System:				
Construction	79,016	456,600	(377,584)	17.3%
Pavements	58,379	106,300	(47,921)	54.9%
Drainage	21,216	42,500	(21,284)	49.9%
Cleanup and Mowing	6,688	14,000	(7,312)	47.8%
Bridge Crossings	-	7,000	(7,000)	0.0%
Signs-Signals and Barriers	31,097	46,200	(15,103)	67.3%
Sweeping and Flushing	24,410	24,400	10	100.0%
Winter Maintenance	124,595	250,800	(126,205)	49.7%
	<u>345,400</u>	<u>947,800</u>	<u>(602,400)</u>	<u>36.4%</u>
TOTAL EXPENDITURES	<u>\$ 392,268</u>	<u>\$ 1,055,500</u>	<u>\$ (663,232)</u>	<u>37.2%</u>
Excess of Revenues Over Expenditures	\$ 54,336	\$ (44,500)	\$ 98,836	-122.1%

Local Street Fund

As of 8/31/2024

	2024 Actual	2024 Budget	Variance	Percentage
REVENUES				
Operating :				
State Motor Fuel Tax	\$ 171,865	\$ 255,900	\$ (84,035)	67.2%
Nonoperating:				
Interest Income & Other	12,923	9,500	3,423	136.0%
Transfers:				
Right of Way Fund	900,000	900,000	-	100.0%
TOTAL REVENUES	\$ 1,084,788	\$ 1,165,400	\$ (80,612)	93.1%
EXPENDITURES				
Local Street System:				
Construction	\$ 635,433	\$ 889,200	\$ (253,767)	71.5%
Pavements	40,634	85,700	(45,066)	47.4%
Drainage	20,527	39,400	(18,873)	52.1%
Cleanup and Mowing	5,315	7,200	(1,885)	73.8%
Signs-Signals and Barriers	18,004	30,900	(12,896)	58.3%
Sweeping and Flushing	14,101	14,400	(299)	97.9%
Winter Maintenance	93,480	192,500	(99,020)	48.6%
Administration				
TOTAL EXPENDITURES	\$ 827,492	\$ 1,259,300	\$ (431,808)	65.7%
Excess of Revenues Over Expenditures	\$ 257,295	\$ (93,900)	\$ 351,195	-274.0%

General Street Fund

As of 8/31/2024

	2024 Actual	2024 Budget	Variance	Percentage
REVENUES				
Operating :				
Project Jobbing/Other	\$ -	\$ 500	\$ (500)	0.0%
Nonoperating:				
Grants	-	-	-	
Interest Income	15,491	10,000	5,491	154.9%
	15,491	10,000	5,491	154.9%
Transfers:				
Right of Way Fund	1,200,000	1,200,000	-	100.0%
Electric Fund	250,000	250,000	-	100.0%
	1,450,000	1,450,000	-	100.0%
TOTAL REVENUES	\$ 1,465,491	\$ 1,460,500	\$ 4,991	100.3%
EXPENDITURES				
General Street Operations:				
Project Jobbing	\$ 10,445	\$ 36,700	\$ (26,255)	28.5%
Sidewalk Construction	110,760	211,700	(100,940)	52.3%
Sidewalk Snow Removal	43,691	66,300	(22,609)	65.9%
Street Lighting	22,400	33,600	(11,200)	66.7%
Forestry	71,951	174,400	(102,449)	41.3%
Administration	720,207	1,005,400	(285,193)	71.6%
TOTAL EXPENDITURES	\$ 979,454	\$ 1,528,100	\$ (548,646)	64.1%
Excess of Revenues Over Expenditures	486,037	(67,600)	553,637	-719.0%

Right-Of-Way Fund

As of 8/31/2024

	2024 Actual	2024 Budget	Variance	Percentage
REVENUES				
Operating :				
Property Tax	\$ 2,393,553	\$ 2,108,100	\$ (285,453)	113.5%
Interest income	15,455	6,000	(9,455)	257.6%
TOTAL REVENUES	\$ 2,409,008	\$ 2,114,100	\$ (294,908)	113.9%
EXPENDITURES				
Construction:				
Contracted Services	\$ 1,503	\$ 2,600	\$ 1,097	57.8%
Transfers:				
Major Street Fund	-	-	-	-
Local Street Fund	900,000	900,000	-	100.0%
General Street Fund	1,200,000	1,200,000	-	100.0%
Water & Sewer Fund	-	-	-	-
	2,100,000	2,100,000	-	100.0%
TOTAL EXPENDITURES	\$ 2,101,503	\$ 2,102,600	\$ 1,097	99.9%
Excess of Revenues Over Expenditures	307,505	11,500	(296,005)	2674.0%

Tax Increment Finance Authority Fund

As of 8/31/2024

	2024 Actual	2024 Budget	Variance	Percentage
REVENUES				
Operating :				
Property Tax	\$ 557,931	\$ 564,000	(6,069)	98.9%
Nonoperating:				
Interest Income	10,219	7,000	3,219	146.0%
Grants/Other	10	-	10	0.0%
	10,229	7,000	3,229	-
TOTAL REVENUES	\$ 568,160	\$ 571,000	\$ (2,840)	98.9%
EXPENDITURES				
Operations:				
Construction	\$ 370,804	\$ 445,000	\$ (74,196)	83.3%
Lease Payment	246,400	246,400	-	100.0%
Paying Agent Fees	(10,373)	(10,400)	27	99.7%
TOTAL EXPENDITURES	\$ 606,831	\$ 681,000	\$ (74,169)	89.1%
Excess of Revenues Over Expenditures	(38,671)	(110,000)	71,329	35.2%

Downtown Management Fund

As of 8/31/2024

	2024 Actual	2024 Budget	Variance	Percentage
REVENUES				
Operating :				
Special assessment	\$ -	\$ 118,500	\$ (118,500)	0.0%
Program Revenue	25,250	52,900	(27,650)	47.7%
	25,250	171,400	(146,150)	14.7%
Nonoperating:				
Interest Income	4,170	6,500	(2,330)	64.2%
Transfers:				
Parking Fund	107,000	107,000	-	100.0%
TOTAL REVENUES	\$ 136,420	\$ 284,900	\$ (148,480)	47.9%
EXPENDITURES				
Downtown Management Operations:				
Programs & Services	\$ 38,492	\$ 80,800	\$ (42,308)	47.6%
Economic Enhancements	1,728	25,000	(23,272)	6.9%
Marketing Promotions	31,724	65,000	(33,276)	48.8%
Beautification	83	33,000	(32,917)	0.3%
Administration	67,151	107,200	(40,049)	62.6%
TOTAL EXPENDITURES	\$ 139,177	\$ 311,000	\$ (171,823)	44.8%
Excess of Revenues Over Expenditures	(2,757)	(26,100)	23,343	10.6%

Library Fund

As of 8/31/2024

	2024 Actual	2024 Budget	Variance	Percentage
REVENUES				
Operating :				
Property Tax	\$ 1,122,485.98	\$ 996,200.00	\$ (126,285.98)	112.7%
Grants	25,784	25,900	116	99.6%
State Aid	17,758	17,500	(258)	101.5%
Library Book Fines	-	-	-	0.0%
County Penal Fines	72,284	50,000	(22,284)	144.6%
Intergovernmental Services	609,400	594,500	(14,900)	102.5%
Charges for Services	31,847	41,300	9,454	77.1%
	1,879,558	1,725,400	(154,158)	108.9%
Nonoperating:				
Interest Income	11,032	10,000	(1,032)	90.6%
Donations	35,199	40,000	4,801	113.6%
Reimbursements	1,306	3,500	2,194	268.0%
	47,537	53,500	5,963	88.9%
TOTAL REVENUES	\$ 1,927,095	\$ 1,778,900	\$ (148,195)	108.3%
EXPENDITURES				
Library services:				
Personnel	\$ 600,546.66	\$ 953,400.00	\$ 352,853	158.8%
Office Expense	75,093	100,700	25,607	134.1%
Contracted Services	94,136	115,800	21,664	123.0%
Book, Periodicals and audio-Visual	89,567	132,300	42,733	147.7%
Programming	12,863	26,000	13,137	202.1%
Building Expense	63,315	92,900	29,585	146.7%
Debt Service	7,767	275,300	267,533	3544.3%
Capital Outlay	135,086	125,100	(9,986)	92.6%
TOTAL EXPENDITURES	\$ 1,078,373.84	\$ 1,821,500.00	\$ 743,126	59.2%
Excess of Revenues Over Expenditures	848,721	(42,600)	(891,321)	-1992.3%

Bear River Valley Bond Debt Fund

As of 8/31/2024

	2024 Actual	2024 Budget	Variance	Percentage
REVENUES				
Operating :				
Interest Income	\$ 390	\$ 1,000	\$ (610)	39.0%
Lease Payment	246,400	246,400	-	100.0%
TOTAL REVENUES	246,790	247,400	(610)	99.8%
EXPENDITURES				
Bond Principal and Interest	\$ 246,478	\$ 246,600	\$ (122)	100.0%
Excess of Revenues Over Expenditures	312	800	(488)	39.0%

Downtown Parking Fund

As of 8/31/2024

	2024 Actual	2024 Budget	Variance	Percentage
REVENUES				
Operating :				
Meter Fees - Lots	\$ 64,177	\$ 143,500	\$ (79,323)	44.7%
Meter Fees- Streets	201,897	439,000	(237,103)	46.0%
Meter Bags and Tokens	5,975	6,200	(225)	96.4%
Special Permits	75,313	124,000	(48,688)	60.7%
Cellphone Sales	70,315	140,000	(69,685)	50.2%
Parking Fines	102,008	280,000	(177,993)	36.4%
	519,684	1,132,700	(613,016)	45.9%
			-	
Nonoperating:				
Interest income	30,411	18,000	12,411	168.9%
Other	2,131	5,000	(2,869)	42.6%
	32,542	23,000	9,542	141%
			-	
TOTAL REVENUES	\$ 552,225	\$ 1,155,700	\$ (603,475)	47.8%
			-	
EXPENSES				
Parking Operations:				
Personnel	\$ 256,814	\$ 409,400	\$ (152,586)	62.7%
Office Expense	31,366	62,000	(30,634)	50.6%
Economic Enhancement	9,821	100,000	(90,179)	9.8%
Contracted Services	104,545	201,000	(96,455)	52.0%
Building Expense	7,689	10,000	(2,311)	76.9%
Administration Fee	131,100	131,100	-	100.0%
Capital Outlay/Equipment	-	308,000	(308,000)	0.0%
			-	
TOTAL EXPENSES	\$ 541,335	\$ 1,221,500	\$ (680,165)	44.3%
			-	
Excess of Revenues Over Expenses	10,890	(65,800)	76,690	-16.6%

Electric Fund

As of 8/31/2024

	2024 Actual	2024 Budget	Variance	Percentage
REVENUES				
Operating :				
Residential Sales	\$ 2,072,335	\$ 3,158,500	\$ (1,086,165)	65.6%
Commercial and Industrial Sales	5,001,965	7,658,000	(2,656,035)	65.3%
Street Lighting	14,515	22,000	(7,485)	66.0%
Energy Optimization Plan	93,466	135,000	(41,534)	69.2%
Penalties	63,291	106,200	(42,909)	59.6%
Other	36,329	55,500	(19,171)	65.5%
	<u>7,281,900</u>	<u>11,135,200</u>	<u>(3,853,300)</u>	<u>65.4%</u>
Nonoperating:				
Project Jobbing	294,072	195,000	99,072	150.8%
Interest Income	120,496	87,000	33,496	138.5%
Rents and Royalties	11,340	10,300	1,040	110.1%
Public Works Building Rent	156,600	156,600	-	100.0%
Contribution repayment	100,000	100,000	-	100.0%
Other	11,071	11,000	71	100.6%
	<u>693,579</u>	<u>559,900</u>	<u>133,679</u>	<u>123.9%</u>
TOTAL REVENUES	<u>\$ 7,975,479</u>	<u>\$ 11,695,100</u>	<u>\$ (3,719,621)</u>	<u>68.2%</u>
EXPENSES:				
Operating:				
Purchased Power	\$ 4,183,814	\$ 7,132,000	\$ (2,948,186)	58.7%
Transmission and Distribution	7,596	23,100	(15,504)	32.9%
System Maintenance	407,604	781,300	(373,696)	52.2%
Community Service	10,898	23,500	(12,602)	46.4%
Administration	1,107,601	1,730,100	(622,499)	64.0%
	<u>5,717,514</u>	<u>9,690,000</u>	<u>(3,972,486)</u>	<u>59.0%</u>
Nonoperating:				
Public Works Building	123,140	218,700	(95,560)	56.3%
Project Jobbing	227,196	108,300	118,896	209.8%
System Depreciation	-	1,225,000	(1,225,000)	0.0%
	<u>350,337</u>	<u>1,552,000</u>	<u>(1,201,663)</u>	<u>22.6%</u>
Transfers:				
General Fund	178,600	178,600	-	100.0%
Motorpool Fund	-	-	-	-
General Street Fund	250,000	250,000	-	100.0%
	<u>428,600</u>	<u>428,600</u>	<u>-</u>	<u>100.0%</u>
TOTAL EXPENSES	<u>\$ 6,496,450</u>	<u>\$ 11,670,600</u>	<u>\$ (5,174,150)</u>	<u>55.7%</u>
Excess of Revenues Over Expenses	1,479,029	24,500	1,454,529	6036.9%

Water and Sewer Fund

As of 8/31/2024

	2024 Actual	2024 Budget	Variance	Percentage
REVENUES				
Operating :				
Water-Residential Sales	\$ 864,695	\$ 1,285,800	\$ (421,105)	67.2%
Water-Commercial & Industrial Sales	818,122	1,230,400	(412,278)	66.5%
Sewer-Residential Sales	1,474,127	2,206,000	(731,873)	66.8%
Sewer-Commercial & Industrial Sales	880,822	1,286,700	(405,878)	68.5%
Hydrant Rental	19,000	28,500	(9,500)	66.7%
Other	9,831	10,000	(169)	98.3%
	<u>4,066,596</u>	<u>6,047,400</u>	<u>(1,980,804)</u>	<u>67.2%</u>
Nonoperating:				
Grants	-	-	-	
Tower Rental	62,817	55,300	7,517	113.6%
Project Jobbing	-	15,000	(15,000)	0.0%
Interest Income	106,012	85,000	21,012	124.7%
Other	-	-	-	0.0%
Sewage Service Covenants	122,297	184,000	(61,703)	66.5%
	<u>291,126</u>	<u>339,300</u>	<u>(48,174)</u>	<u>85.8%</u>
Transfers: Right of Way	-	-		
TOTAL REVENUES	<u>\$ 4,357,721</u>	<u>\$ 6,386,700</u>	<u>\$ (2,028,979)</u>	<u>68.2%</u>
EXPENSES				
Water Operating:				
Source and Pumping	\$ 216,345	\$ 377,900	\$ (161,555)	57.2%
Purification	24,080	60,500	(36,420)	39.8%
Distribution	266,961	680,000	(413,039)	39.3%
Administration	662,943	939,400	(276,457)	70.6%
	<u>1,170,329</u>	<u>2,057,800</u>	<u>(887,471)</u>	<u>56.9%</u>
Sewer Operating:				
Wastewater Plant Operation	545,561	917,100	(371,539)	59.5%
Wastewater Collection	200,897	328,600	(127,703)	61.1%
Administration	499,992	720,900	(220,908)	69.4%
	<u>1,246,451</u>	<u>1,966,600</u>	<u>(720,149)</u>	<u>63.4%</u>
Nonoperating:				
Project Jobbing	-	3,000	(3,000)	0.0%
System Depreciation	-	1,510,000	(1,510,000)	0.0%
Interest on Bonds	141,175	141,100	75	100.1%
	<u>141,175</u>	<u>1,654,100</u>	<u>(1,512,925)</u>	<u>8.5%</u>
Transfers:				
General Fund	334,800	334,800	-	100.0%
TOTAL EXPENSES	<u>\$ 2,892,755</u>	<u>\$ 6,013,300</u>	<u>\$ (3,120,545)</u>	<u>48.1%</u>
Excess of Revenues Over Expenses	1,464,967	373,400	1,091,567	392.3%

Motor Pool Fund

As of 8/31/2024

	2024 Actual	2024 Budget	Variance	Percentage
REVENUES				
Operating :				
Equipment Rental	\$ 1,040,262	\$ 1,169,700	\$ (129,438)	88.9%
Nonoperating:				
Interest Income	28,564	13,000	15,564	219.7%
Transfer	-	-	-	
Other	3,204	56,000	(52,796)	5.7%
	31,768	69,000	(37,232)	225.4%
			-	
Contributions:				
Electric Fund	-	-	-	
Contributions	-	-	-	
	-	-	-	
			-	
TOTAL REVENUES	\$ 1,072,030	\$ 1,238,700	\$ (166,670)	86.5%
EXPENSES				
Operating:				
Personnel	11,551	22,000	(10,449)	52.5%
Office Expense	591	4,100	(3,509)	14.4%
Small Tools & Equipment	4,624	17,000	(12,376)	27.2%
Vehicle & Equipment Maintenance	154,337	254,500	(100,163)	60.6%
Fuel	89,981	150,000	(60,019)	60.0%
Building & Equipment Rent	84,533	85,400	(867)	99.0%
Depreciation	-	528,900	(528,900)	0.0%
Administrative fees	139,200	139,200	-	100.0%
			-	
TOTAL EXPENSES	\$ 484,817	\$ 1,201,100	\$ (716,283)	40.4%
Excess of Revenues Over Expenses	587,213	37,600	549,613	1561.7%



BOARD: City Council

MEETING DATE: September 16, 2024

PREPARED: September 12, 2024

AGENDA SUBJECT: Appointment Recommendation

RECOMMENDATION: City Council confirm appointments

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

- **PLANNING COMMISSION** – Appointment of Max Freed, Cynthia Linn Robson and Charles Willmott, all for three-year terms ending August 2027.

sb
Enclosures



Resolution No. 24 - ____

WHEREAS, Mayor Murphy requests to appoint Max Freed to serve on the Planning Commission:

NOW, THEREFORE, BE IT RESOLVED, the City of Petoskey City Council hereby approves the appointment of Max Freed to the Planning Commission for a three-year term ending August 2027.

Resolution No. 24 - ____

WHEREAS, Mayor Murphy requests to appoint Cynthia Linn Robson to serve on the Planning Commission:

NOW, THEREFORE, BE IT RESOLVED, the City of Petoskey City Council hereby approves the appointment of Cynthia Linn Robson to the Planning Commission for a three-year term ending August 2027.

Resolution No. 24 - ____

WHEREAS, Mayor Murphy requests to appoint Charles Willmott to serve on the Planning Commission:

NOW, THEREFORE, BE IT RESOLVED, the City of Petoskey City Council hereby approves the appointment of Charles Willmott to the Planning Commission for a three-year term ending August 2027.

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 16th day of September, 2024, 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 September , 2024.

Sarah Bek, City Clerk



City of Petoskey

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SEP 16 2024

CITY OF PETOSKEY
CITY MANAGER

43

Application to Serve on a Board or Commission

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

Name	Last: <u>FREED</u>	First: <u>MAX</u>	Initial: <u>R</u>	Date	<u>09</u> <u>10</u> <u>24</u>
Residence Address	Number: <u>1</u>	Street: <u>PETOSKEY</u>	City: <u>MI</u>	State: <u>49770</u>	Zip: <u>49770</u>
Email Address					Home Phone: <u></u>
					Work Phone: <u></u>

Please answer the following questions using the space provided.

- What Board or Commission interests you and why are you applying? PLANNING COMMISSION!
I HAVE MUCH EXPERIENCE WORKING WITH MUNICIPALITIES, ZONING ORDINANCES, MASTER PLANNING & UNDERSTAND THE IDIOSYNCRASIES OF ARCHITECTURE RELATED COURTESY
- How do you believe your appointment would benefit the City? AS MENTIONED ABOVE, I HAVE PREVIOUS EXPERIENCE WRITING ORDINANCES, MASTER PLANNING, I AM A RURAL MICHIGAN NATIVE & REGISTERED ARCHITECT.
- Describe any involvement in the community on a Board or Commission or in another volunteer capacity. SEE ATTACHED C.V. / RESUME
- How many continuous years have you lived in Petoskey? 2
- Any other helpful information relevant to your application. I HAVE MAG CAPABILITY AND DESIRE TO MAKE SURE OUR COMMUNITY IS CONTINUOUSLY IMPROVED.

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

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

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

Applicant Signature: _____

47

Date: 9/10/24



MAX FREED

GET IN TOUCH

+ ELEVATED ARCHITECTURAL | Architecture, Planning & Management

Owner - Registered Architect , January 2023 - Current

Self Initiated 2 Residential Developments; Assessment, Financing, Documentation, Scheduling, Coordination and Construction.

Created the business framework to undertake various Residential and Municipal projects; Conducted all Programming, Schematics and Documentation. Self performed all Administrative, Marketing and Management.

○ PARTNERS IN ARCHITECTURE | Architecture, Planning, Sustainability

Candidate for Architectural Licensure, April 2019 - June 2022

Project Management; Presenting in Owner Architect Contractor Meetings, Facility Assessment, Payment Applications, Project Scheduling, Tasking & Coordination, Contract Review, Permit/ Plan Review Applications (Local and State)

Construction Administration; Requests for Information, Proposal Requests, Construction Change Directives, Submittal/Shop Drawing Review, Field Reports, Punch-list Review.

Planning, Design, Documentation; Provided Quality Checks, Drafting, Sketching, 3D Modeling, Discipline Coordination, K12 Bond Planning.

○ DESIGNTTEAM PLUS | Architecture & Interior Design

Architectural Designer, September 2017 - April 2019

Project Management; Provided quality checks for all work performed for Completeness and accuracy. Permit/ Plan Review Applications (Local and State). Field verification and adherence to jurisdiction code.

Planning, Design, Documentation; Assisted in iterative development and documentation of various commercial and residential projects, 3D Modeling and Drafting.

○ LAWRENCE TECHNOLOGICAL UNIVERSITY | COAD

Graduate Research Assistant, June 2018 - June 2019

Assisted in the research of theoretical, methodological, systemic dimensions of architectural makeup of a City/Region. Furthermore; connecting and extending the domains of urban ecology, spatial typology and urbanism.

○ SPICER GROUP | Engineering, Architecture, Survey, Planning

Architectural Designer, May 2017 - September 2017

Planning, Design, Documentation; Generated Relevant Ideas, Sketching, 3D Modeling, Drafting, Discipline Coordination, Site Verification. Permit/ Plan Review, Applications (Local and State), Historic Restoration Grant Research.

+ EDUCATION

- LAWRENCE TECHNOLOGICAL UNIVERSITY
Master of Architecture | Distinction- 2020
Bachelor of Science in Architecture | Honor Scholar - 2018

+ COMMUNITY INVOLVEMENT

- TOLEDO JUNCTION COALITION
Master-planning Competition Participant, 2020
- MARBURGER STEM CENTER | DETROIT PUBLIC SCHOOLS
Coordinator/Educator, 2016- 2018
- (NCARB) NATIONAL COUNCIL OF ARCHITECTURAL REGISTRATION BOARDS
Student Licensing Advisor, 2015- 2018
- (AIAS) AMERICAN INSTITUTE OF ARCHITECTURE STUDENTS
Executive Board Member, 2014- 2017

+ SOFTWARE SKILLS

Auto-Cad ○ ○ ○ ○ ○ ○ ○ ○ ○ ○
Microsoft Office ○ ○ ○ ○ ○ ○ ○ ○ ○ ○
Adobe Creative Cloud ○ ○ ○ ○ ○ ○ ○ ○ ○ ○
Sketch-up ○ ○ ○ ○ ○ ○ ○ ○ ○ ○
ArcGis ○ ○ ○ ○ ○ ○ ○ ○
Revit ○ ○ ○ ○ ○ ○ ○ ○
Lumion ○ ○ ○ ○ ○ ○ ○ ○
Rhinoceros ○ ○ ○ ○
Procore ○ ○ ○
BIM360 ○ ○ ○
Navisworks ○



City of Petoskey

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CITY OF PETOSKEY
CITY MANAGER

43

Application to Serve on a Board or Commission

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

■ Name	Robson	Cynthia Linn		■ Date	08	02	2024
	Last	First	Initial				
■ Residence Address		Petoskey	MI	49770	■ Home Phone		
	Number	Street	City	State		Zip	
■ Email Address					■ Work Phone		

Please answer the following questions using the space provided.

1. What Board or Commission interests you and why are you applying? Planning Commission
To continue serving in my position on the Planning Commission
2. How do you believe your appointment would benefit the City? See attached letter
3. Describe any involvement in the community on a Board or Commission or in another volunteer capacity. See attached letter
4. How many continuous years have you lived in Petoskey? 30 years
5. Any other helpful information relevant to your application.

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

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

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

Applicant Signature: Cynthia Linn Robson 49 Date: 8/2/24

Cynthia Linn Robson

Petoskey, MI 49770

August 2, 2024

Mayor John Murphy
City of Petoskey
101 East Lake
Petoskey, MI 49770

Dear Mayor,

Enclosed please find my application for a sixth term on the Petoskey Planning Commission. For the past 15 years I have served on the Planning Commission as well as the Sign Committee. In July of 2019 I was elected Vice-chair and in July of 2020 was elected Chair.

In 2014 I earned my Master Citizen Planner (MCP) certification. To renew my MCP certification each year I take 6 credits of planning related courses through the MSU Extension Citizen Planner program.

We have started the much-needed process of reevaluating and rewriting the zoning ordinance to reflect current planning standards which will benefit our community. We have also been updating the Sign Ordinance so that it complies with content neutral requirements. In reviewing ordinances and site plans, my priorities include protecting our unique sense of place while balancing the needs for affordable housing and development that impacts our economic stability.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script, reading "Cynthia Linn Robson". The signature is fluid and elegant, with a long, sweeping underline that extends to the right.

Cynthia Linn Robson



City of Petoskey

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

RECEIVED

AUG 16 2024

CITY OF PETOSKEY
CITY MANAGER

43

Application to Serve on a Board or Commission

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

Name	Willmott	Charles	D	Date	08	16	2024
	Last	First	Initial				
Residence Address		Petoskey	MI	49770	Home Phone		
	Number	Street	City	State		Zip	
Email Address					Work Phone		

Please answer the following questions using the space provided.

1. What Board or Commission interests you and why are you applying? Planning Commission
2. How do you believe your appointment would benefit the City? 3 years of experience on the PC with a record of positive contribution and effort keeping the Living Petoskey masterplan as the top priority.
3. Describe any involvement in the community on a Board or Commission or in another volunteer capacity. Member of the Planning Commission since 2012. VP of the Board for the Petoskey Curling Club. Lead facilitator and founder of Petoskey Weight Warriors. Election Inspector.
4. How many continuous years have you lived in Petoskey? 11 years...365 days a year
5. Any other helpful information relevant to your application. Happy to help anyway I can. I love Petoskey and giving back.

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

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

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

Applicant Signature: [Signature] Date: August 16 2024



BOARD: City Council

MEETING DATE: September 16, 2024

PREPARED: September 11, 2024

AGENDA SUBJECT: Second Discussion and Possible Action of the 2025-2030 Capital Improvement Plan

RECOMMENDATION: Motion to Adopt 2025-2030 Capital Improvement Plan

Background This is the third discussion and possible action of the proposed six-year Capital Improvement Plan for 2025-2030. The Planning Commission reviewed the draft Capital Improvement Plan (CIP) on August 21, 2024 and unanimously recommended approval to City Council. City Council had a first reading and discussion jointly with the Planning Commission on August 13, 2024. City Council discussed and tabled action on this agenda item at the August 26, 2024 meeting.

Please bring your copy of the 2025-2030 draft 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 2025-2030 CIP totals \$74.8 million in expenditures, with capital spending in 2025 proposed at \$10.6 million across all funds with \$647,500 from the General Fund.

Included in the 2025 CIP budget is the full allocation of ARPA funds of approximately \$550,000 to assist in the all-season, pavilion project. Based upon City Council input and feedback we will have cost estimates for future buildout of winter sports amenities including the utility upgrades needed to support the snow-making opportunities.

To assist in guiding a discussion for this agenda item, a few options to consider may be:

1. Discuss and adopt 2025-2030 CIP as submitted with ARPA allocation for Winter Sports Park pavilion.
2. Discuss and adopt 2025-2030 CIP as submitted without ARPA allocation for Winter Sports Park pavilion and with a corresponding use of fund balance to complete this project. ARPA discussions would continue at subsequent meetings as master plan concepts are considered.
3. Discuss and adopt 2025-2030 CIP as submitted with ARPA allocation for Winter Sports Park amenities and site improvements as considered and approved by City Council.

sh
Enclosure



Res No. 24 - ____

WHEREAS, the Capital Improvement Plan (CIP) is a planning and fiscal management tool used to coordinate the location, timing, and financing of capital improvements over a multi-year period; and

WHEREAS, the draft 2025-2030 CIP was presented at a joint meeting of the Planning Commission and City Council on August 13, 2024; and

WHEREAS, the draft 2025-2030 CIP was on the Planning Commission agenda on August 21, 2024 and received unanimous support to recommend adoption by City Council; and

WHEREAS, City Council discussed and reviewed the proposed CIP on August 12, August 26 and September 16, 2024 and provided input and feedback:

NOW, THEREFORE, BE IT RESOLVED that the Petoskey City Council hereby approves the 2025-2030 Capital Improvement Plan as submitted by the City Manager dated September 16, 2024 and approved by the Planning Commission on August 21, 2024.

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 16th day of September 2024, 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 September 2024.

Sarah Bek, City Clerk



**2025-2030
CAPITAL IMPROVEMENT
PLAN**

DRAFT



DATE: August 7, 2024

TO: Honorable John Murphy, Mayor
City Council
Planning Commission

FROM: Shane Horn, City Manager

SUBJECT: FY 2025-2030 Capital Budget Recommendation

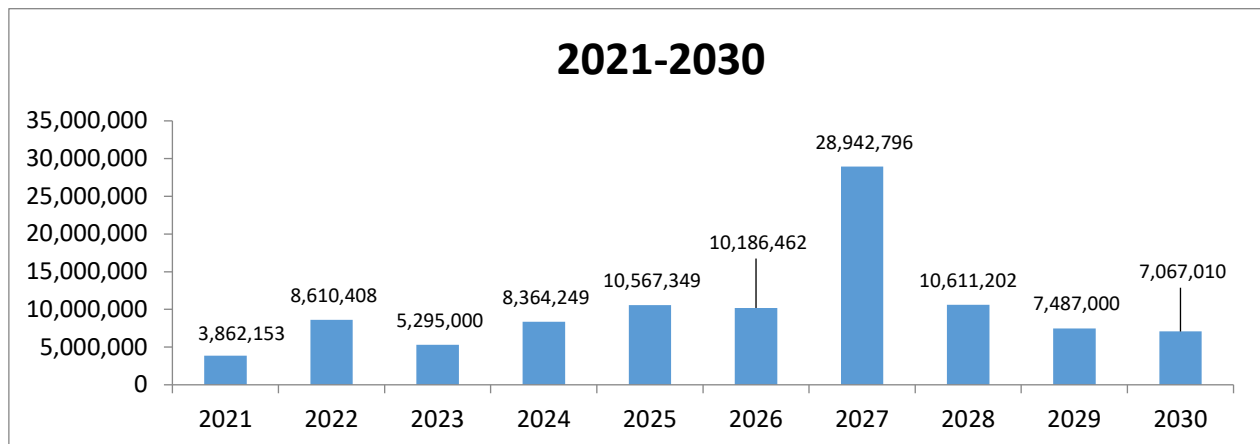
The six-year departmental Capital Improvement Plan (CIP) covering the period of Fiscal Year (FY) 2025-2030, is presented for review and consideration. The CIP is a planning and fiscal management tool used to coordinate the location, timing, and financing of capital improvements over a multi-year period. 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, grant opportunities, and budget constraints.

The 2025-2030 Capital Improvement Plan totals \$74.8 million in expenditures. The FY 2025 budget anticipates \$10.6 million allocation across all funds with \$647,500 from the General Fund.

The following chart compares the capital spending in previous years with the proposed 2025-2030 CIP.



The City has committed significant funding for infrastructure updates and enhancements over the past several years. The 2025 FY continues that investment with the following projects scheduled to be completed:

<i>General Fund</i>	\$647,500
• City Hall Security, Chamber and Community Room A/V Improvements • Public Safety - East Lake Street Fire Station Tube Heater Replacement • Public Safety – East Lake Street Fire Station Replace HVAC Unit • Public Safety Firing Range Upgrades • Historical Museum Cedar Pillar Board Replacements • Winter Sports Park Pavilion Project (ARPA Allocation) • Pennsylvania Park – Park Avenue Project • Bates Park Sewer Grinder Pump Replacement • Upper Tennis Courts Resurfacing (partnership with Petoskey Schools) • Park Master Planning – Curtis, River Road Sports Complex, Lockwood Park • Little Traverse Wheelway Resurfacing	
<i>Streets and Drainage</i>	\$2,697,600
• Howard Street – Sheridan Street to State Street, portion of Washington • Howard Street – East Mitchell to Michigan railroad track removal • Miscellaneous sidewalk construction and replacement • Sidewalk Replacement – Howard and East Mitchell Street • Pennsylvania Park – Park Avenue Project	
<i>Electric</i>	\$1,142,793
• GIS enhancements • Residential Conversion Project – portions of Howard Street • Residential Conversion Project – portions of Fulton, Grove, and Petoskey • Residential Conversion Project – Morgan/Priebe/Hillcrest Phase I • West Sheridan Street Underground Update • 46kV Metering Structure Replacement • Electric equipment area renovations • Pennsylvania Park – Park Avenue Project • Advanced Metering Infrastructure (AMI)	
<i>Water & Wastewater</i>	\$1,621,800
• Water main spot repairs • Water – Howard Street - Sheridan Street to State Street • Dead End Mains – Water Quality Issues • Water – Lead and Copper Rule Materials Inventory • Sanitary Sewer Spot Repairs • Sanitary – Howard Street - Sheridan Street to State Street • Advanced Metering Infrastructure (AMI)	

Parking \$445,156

- Saville Lot – parking lot improvements
- Pay Station Installation – Petrie and Darling Lots
- Trolley Maintenance
- Pennsylvania Park – Park Avenue Project

Motor Pool \$695,000

- Staff Pool Vehicle Replacement
- WWTP Staff Vehicle Replacement
- Staff Vehicle Replacement
- Public Safety - patrol vehicle replacement
- Public Works - One-ton Dump Truck Replacement
- Parks and Rec Pickup Truck Replacement
- Electric Department Pickup Truck Replacement
- Electric Department Bucket Truck Replacement
- Public Works – Portable Light Tower Replacement x 2

TIFA \$725,000

- Bayfront East Arboretum Enhancements
- Pedestrian Bridge – City Hall Campus
- Magnus Park Master Plan and Proforma

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 final 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 five years the City has experienced increases in taxable value of 2.9% in 2020, 3.6% in 2021, 7.3% in 2022, 6.7% in 2023, and 10.5% in 2024. For 2025, the City is being 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.

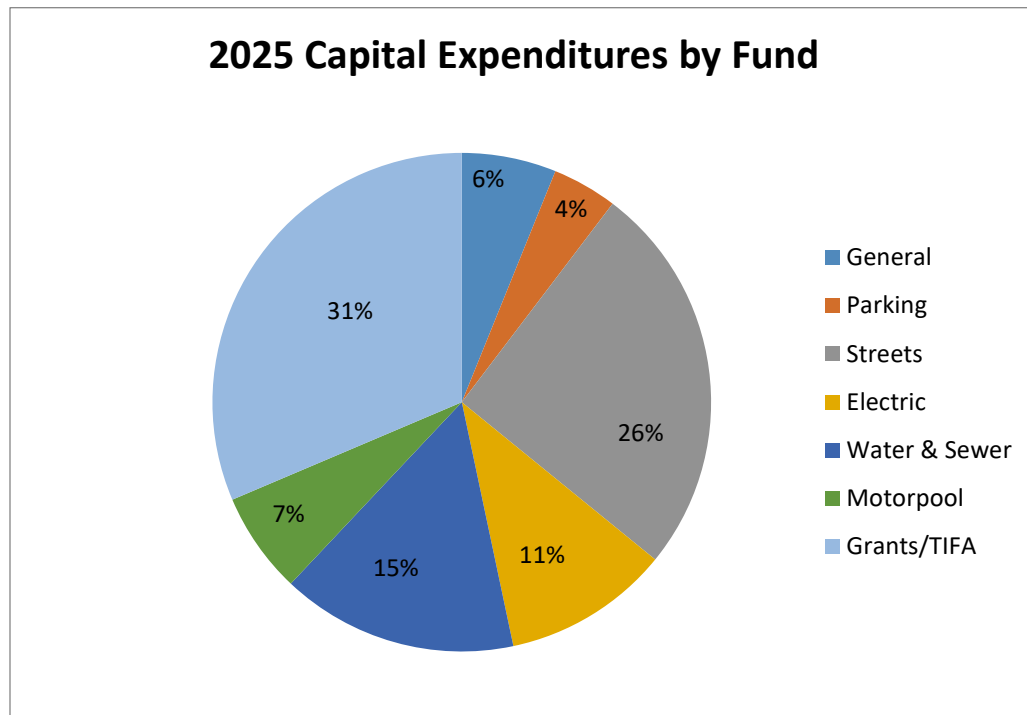
Capital Improvement Plan and Structure

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 not meeting these thresholds 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 2025-2030 CIP provides information on seven project funding categories including: General; Parking; Streets; Electric; Water and Sewer; Motor Vehicle Pool; and Grants/TIFA.



2025 Scheduled Capital Improvement Projects

Streets and Drainage

In 2025, Howard Street from Sheridan Street to State Street including a portion of Washington Street from Petoskey to Howard will be fully reconstructed with new pavement, curb and gutter with drive approaches, sidewalks and ADA ramps. Water and Sewer mains will be replaced as well as undergrounding of electrical.

We have also budgeted for the removal of the railroad tracks within Howard Street and the sidewalk area south of East Mitchell Street in conjunction with sidewalk upgrades.

Water and Wastewater System

Water and sanitary sewer mains will be replaced as part of the street reconstruction work on Howard Street. We have also budgeted for miscellaneous water and sewer spot repairs and upgrades as needed. We continue to budget for Lead and Copper Rule Materials Inventory work as we work to compile a Complete Distribution Service Materials Inventory (CDSMI). This work will be offset by the use of EGLE grant funding for this effort. We continue to budget \$50,000 to explore engineering solutions to dead-ends and noncirculating water mains that are prone to water quality complaints. Candidates include Karomol Court, Valley View, Ann Street and Wesley Street.

Sidewalks

In our continuing efforts to improve upon walkability within the City of Petoskey, the City has budgeted \$358,800 for sidewalk construction and replacements in conjunction with the Howard Street reconstruction project. Howard and East Mitchell southeast corner, pending the progress on the JC Penny redevelopment project. We continue to budget for miscellaneous City-wide sidewalk spot repairs in 2025.

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 2025, the City will continue its strong investments in the electric distribution system by earmarking \$1.1 million for system-wide upgrades.

Specifically, just over \$600,000 has been earmarked for the installation of three-phase underground lines in the residential areas including portions of West Sheridan, Howard Street, Jefferson, 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 a 46kV metering structure replacement at the River Road connection. 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.

Motor Vehicle Pool

Motor Vehicle Pool purchases planned for 2025 total \$695,000 and include the following:

- Staff Pool Vehicle Replacement
- WWTP Staff Vehicle Replacement
- Staff Vehicle Replacement
- Public Safety - patrol vehicle replacement
- Public Works - One-ton Dump Truck Replacement
- Parks and Rec Pickup Truck Replacement
- Electric Department Pickup Truck Replacement
- Electric Department Bucket Truck Replacement
- Public Works – Portable Light Tower Replacement x 2

Buildings and Grounds

We have allocated \$100,000 for improvements to City buildings and grounds including:

- \$15,000 to replace original radiant tube heaters at the East Lake Street Station
- \$25,000 to replace 1989 HVAC unit at East Lake Street Fire Station
- \$30,000 to upgrade the Public Safety firing range including lead removal, cleaning and potential ballistic block replacement
- \$30,000 to replace deteriorating cedar boards around columns at the Historical Museum

I am proposing to use \$50,000 out of our ARPA allocation to apply for an additional \$50,000 from Emmet County to use for access control and security enhancements at City Hall as well as audio/visual improvements in Council Chambers and the Community Room.

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 2025:

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 General, Parking, Streets and Electric funds. This project will be rebid in the fall of 2024 for spring 2025 construction.

Winter Sports Park Pavilion

A capital campaign has been raising funds for the addition of a pavilion over the existing hockey rink for the past two years. We would propose to use the remaining \$550,000 out of our ARPA allocation to complete this project including new concrete surfacing and boards.

Bates Park Sewer Grinder Pump Replacement

There are two existing sewer grinder pumps at Bates Park that need to be replaced.

Upper Tennis Courts

In partnership with Petoskey Schools, the City would fund 50% of the capital cost to resurface and stripe the upper tennis courts.

Little Traverse Wheelway Resurfacing

We have \$150,000 to continue to invest in on-going resurfacing needs for the wheelway.

Park Master Plans

Master Planning for Curtis Park, River Road Sports Complex, and Lockwood Park, 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 2025 Capital Improvement Plan includes funds from the Parking Fund to improve the Saville Lot with new paving, storm water infrastructure, central pay station, and associated renovations to improve the flow and functionality of the lot. The Parking Fund also includes resources to add central pay stations at the Petrie Lot and Darling Lot. The Downtown trolley is also slated for painting and exterior repairs.

TIFA

The Little Traverse Wheelway between the turn-around bathrooms at the Bayfront and the area behind Kilwins would replace the existing deteriorating asphalt with concrete. The existing wheelway location would be adjusted slightly inland along the utility corridor. We are seeking a \$250,000 grant to offset this construction cost.

The pedestrian bridge at City Hall needs re-decking, we may seek to move this project into the current fiscal year if we can secure a contractor and the timing works out. This work needs to be completed once pedestrian traffic diminishes.

Magnus Park has been a widely used resource for many years with revenue easily covering the cost of operations. The campground has outdated infrastructure (water, sewer, electrical). The Master Plan could incorporate plans for expanded housing opportunities utilizing additional property on the ridge and off of Charlevoix Avenue.

City of Petoskey
Capital Improvement Plan
For the Years 2025 through 2030

Expenditure Summary

	2025	2026	2027	2028	2029	2030
General	647,500	1,100,000	1,605,000	2,575,000	450,000	1,825,000
Parking	445,156	300,000	900,000	350,000	200,000	0
Streets	2,697,600	700,000	2,225,000	701,110	1,687,000	875,000
Electric	1,142,793	1,109,500	1,113,000	1,098,400	1,320,000	1,142,010
Water & Sewer	1,621,800	1,150,000	1,450,000	1,000,000	1,200,000	1,700,000
Motorpool	695,000	487,000	637,000	595,000	630,000	650,000
Grants/Other	3,317,500	5,339,962	21,012,796	4,291,692	2,000,000	875,000
Total	10,567,349	10,186,462	28,942,796	10,611,202	7,487,000	7,067,010
					6-year Total	74,861,819

Revenue Summary

Fund	2025	2026	2027	2028	2029	2030
General	\$ 648,044	\$ 681,985	\$ 704,951	\$ 705,822	\$ 682,405	\$ 658,521
Parking	100,000	100,000	100,000	100,000	100,000	100,000
Streets	2,788,304	1,302,618	2,237,879	1,413,741	1,829,172	1,495,715
Electric	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000	1,100,000
Water & Sewer	1,200,000	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	3,317,500	5,339,962	21,012,796	4,291,692	2,000,000	875,000
Total	\$ 9,703,848	\$ 10,174,565	\$ 26,805,626	\$ 9,261,255	\$ 7,361,577	\$ 5,879,237
					Six Year Total	\$ 69,186,107

Revenue Assumptions

General Fund and Streets based on General and ROW spreadsheet showing available balance.
Parking Fund based on assumption of \$100,000 in net income annually after meter rate increase.
Electric Fund based on assumption of \$1,100,000 in net income and depreciation totaling in excess of this amount.
Water & Sewer is allocated \$1,100,000 in total for both systems based on 2018 rate study.
Motorpool based on net income plus depreciation exceeding \$550,000 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 2022	Actual 2023	Budget 2024	Estimated					
				2025	2026	2027	2028	2029	2030
Revenues:									
Operating:									
General operating property tax revenue	\$ 3,744,949	\$ 3,948,123	\$ 4,093,900	\$ 4,257,656	\$ 4,419,447	\$ 4,574,128	\$ 4,711,351	\$ 4,829,135	\$ 4,949,864
Solid waste property tax revenue	249,070	264,716	276,800	287,872	298,811	309,270	318,548	326,511	334,674
Public Safety Equipment		-	-	-	-	-	-	-	-
Other sources**	5,600,978	5,679,649	6,023,700	6,083,937	6,144,776	6,206,224	6,268,286	6,330,969	6,394,279
Bond Proceeds/Grants-nonrecurring	116,700	394,743		-	-	-	-	-	-
Marina reserve capital outlay purchase		-	-						
	9,711,697	10,287,231	10,394,400	10,629,465	10,863,034	11,089,621	11,298,185	11,486,616	11,678,817
Less: bond proceeds/grants/contribution	116,700	394,743	-	-	-	-	-	-	-
Revenues as adjusted	\$ 9,594,997	\$ 9,892,488	\$ 10,394,400	\$ 10,629,465	\$ 10,863,034	\$ 11,089,621	\$ 11,298,185	\$ 11,486,616	\$ 11,678,817
Expenditures:				*	*	*	*	*	*
Original amount - less debt payments	\$ 8,969,962	\$ 9,526,041	\$ 10,186,600	\$ 9,981,421	\$ 10,181,049	\$ 10,384,670	\$ 10,592,364	\$ 10,804,211	\$ 11,020,295
Debt payments- marina/public safety (actual)	224,000	219,600	190,300	100,000	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	(31,197)	(41,721)	(45,900)	-	-	-	-	-	-
Capital Outlay	n/a	n/a	(450,000)	-	-	-	-	-	-
Expenditures as adjusted	9,162,765	9,703,920	9,881,000	9,981,421	10,181,049	10,384,670	10,592,364	10,804,211	11,020,295
Revenues as adjusted	9,594,997	9,892,488	10,394,400	10,629,465	10,863,034	11,089,621	11,298,185	11,486,616	11,678,817
Revenue available for projects & outlays	\$ 432,232	\$ 188,568	\$ 513,400	\$ 648,044	\$ 681,985	\$ 704,951	\$ 705,822	\$ 682,405	\$ 658,521

Tax revenue and other sources is estimated based on 2024 levels as follows; 2025 (+4.0%), 2026 (+3.8%), 2027 (+3.5%), 2028 (+3%), 2029 (+2.5%), 2030 (+2.5%).

* Budget expenditure amounts for 2025 are 3.0% and 2026 thru 2030 are based on adjusted expenditures increased at 2.0% annually above the previous year's amount.

Annual repayment to Electric Fund \$100,000 complete in 2031.

Included \$100,000 per year available from General Fund Balance for years 2025 through 2030.

City of Petoskey
Capital Improvement Plan
Revenue and Expense Estimates
Street Funds

2024 Budget	Major Street	Local Street	General Street	Total
Revenues:				
Operating	\$ 775,100	\$ 265,400	\$ 10,500	\$ 1,051,000
Contributions & grants	235,900	900,000	1,450,000	\$ 2,585,900
	1,011,000	1,165,400	1,460,500	3,636,900
Less: Contributions/grants	235,900	900,000	1,450,000	2,585,900
Revenues net of R.O.W. contributions	\$ 775,100	\$ 265,400	\$ 10,500	\$ 1,051,000
Expenditures:				
Total	\$ 1,055,500	\$ 1,259,300	\$ 1,528,100	\$ 3,842,900
Less:				
Construction*	456,600	889,200	506,100	1,851,900
Expenditures net of construction	598,900	370,100	1,022,000	1,991,000
Revenues net of R.O.W. contributions	775,100	265,400	10,500	1,051,000 ****
Operating revenue funded by R.O.W.	\$ (176,200)	\$ 104,700	\$ 1,011,500	\$ 940,000

	Actual 2022	Actual 2023	Budget 2024	Estimated					
	2025	2026	2027	2028	2029	2030			
Right of Way Fund:									
Property tax revenue ***	\$ 1,889,477	\$ 2,037,710	\$ 2,112,600	\$ 2,197,104	\$ 2,280,594	\$ 2,360,415	\$ 2,431,227	\$ 2,492,008	\$ 2,554,308
Contribution towards operating expenses**	870,100	1,184,700	940,000	958,800	977,976	997,536	1,017,486	1,037,836	1,058,593
Revenue available - ROW Fund	1,019,377	853,010	1,172,600	1,238,304	1,302,618	1,362,879	1,413,741	1,454,172	1,495,715
Street Funds:									
Cash Reserves available - Capital Outlay	-	-	-	1,550,000		875,000		375,000	
Revenue available-Capital Outlay	\$ 1,019,377	\$ 853,010	\$ 1,172,600	\$ 2,788,304	\$ 1,302,618	\$ 2,237,879	\$ 1,413,741	\$ 1,829,172	\$ 1,495,715

* Construction includes street, sidewalk, forestry and engineering costs.

** Total operating revenue contribution increased 2% each year from 2024 amount.

*** Tax revenue and other sources is estimated based on 2024 levels as follows; 2025 (+4.0%), 2026 (+3.8%), 2027 (+3.5%), 2028 (+3.0%), 2029 (+2.5%), 2030 (+2.5%).

**** 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 2022	Actual 2023	Budget 2024	Estimated					
				2025	2026	2027	2028	2029	2030
Revenues:				*					
Captured tax revenue	\$ 543,784	\$ 533,564	\$ 564,000	\$ 586,560	\$ 608,849	\$ 630,159	\$ 649,064	\$ 665,290	\$ 681,923
Interest income	80,019	19,482	7,000	7,000	6,000	5,000	5,000	5,000	5,000
	623,803	553,046	571,000	593,560	614,849	635,159	654,064	670,290	686,923
Less:	-	-	-	-	-	-	-	-	-
Total revenue	\$ 623,803	\$ 553,046	\$ 571,000	\$ 593,560	\$ 614,849	\$ 635,159	\$ 654,064	\$ 670,290	\$ 686,923
Expenditures:									
Contracted services	\$ 355,172	\$ 91,330	\$ 445,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
Lease payment to Debt Service Fund	265,000	254,000	236,000	222,000	215,000	207,000	244,000	230,000	
Total expenditures	620,172	345,330	681,000	232,000	225,000	217,000	254,000	240,000	10,000
Total revenues	623,803	553,046	571,000	593,560	614,849	635,159	654,064	670,290	686,923
Rev. available- Capital Improvement	\$ 3,631	\$ 207,716	\$ (110,000)	\$ 361,560	\$ 389,849	\$ 418,159	\$ 400,064	\$ 430,290	\$ 676,923

Tax revenue and other sources is estimated based on 2024 levels as follows; 2025 (+4.0%), 2026 (+3.8%), 2027 (+3.5%), 2028 (+3.0%), 2029 (+2.5%), 2030 (+2.5%).

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 State 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			2,103,600					2,103,600
Howard Street - East Mitchell Street 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
<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					839,000			839,000
Sanitary - Howard Street and Miscellaneous Sewer Main Spot Repairs and Upgrades	Sewer main work will take place in conjunction with street reconstruction.	Operating Revenue					682,800			682,800
Advanced Metering Infrastructure (AMI) System	Continuation of water AMI System.	Operating Revenue							TBD	TBD
Dead-End Water Mains - Water Quality Issues	The City's water distribution system consists of nearly 80 miles of various sized pipe lines that are typically interconnected creating a looped or circulating system. Staff efforts would focus on engineering solutions for segments of dead-end or noncirculating mains that are prone to water quality complaints. Candidates include Karamol Court, Valley View, Ann Street and Wesley Street.	Operating Revenue					50,000			50,000
Water - Lead and Copper Rule Materials Inventory	The State of Michigan (EGLE) requires all water supplies to develop a Complete Distribution Service Materials Inventory (CDSMI). Grant Funding through EGLE will be utilized to continue water surface line investigations.	Operating Revenue					50,000		300,000	350,000
<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			358,800					358,800
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

City of Petoskey
Capital Improvement Plan
Project Funding Source
2025

PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
ELECTRIC SYSTEM										
Advanced Metering Infrastructure System Phase 1	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 including field mapping. Expands data and mapping to include secondary and service lines plus conduit, handholes, and pedestals.	Operating Revenue				50,000				50,000
Residential Conversion Project - Portions of Howard Street	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				150,000				150,000
Residential Conversion Project - Portions of Fulton, Grove and Petoskey 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				224,293				224,293
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				162,000				162,000
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
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

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>MOTOR POOL</u>										
Patrol Vehicle - Replacement	Replace vehicle #447 (2019) with 2025 model. Convert and/or replace equipment from old unit, painting and lettering required.	Operating Revenue						65,000		65,000
Staff Pool Vehicle - Replacement	Replace staff pool vehicle #21 (2015).	Operating Revenue						50,000		50,000
Staff Vehicle - Replacement	Replace WWTP staff vehicle #25 (2012).	Operating Revenue						50,000		50,000
Staff Vehicle - Replacement	Replace staff vehicle #26 (2015).	Operating Revenue						50,000		50,000
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						50,000		50,000
Portable Light Tower - Replacement	Replace Public Works Units #102.	Operating Revenue						25,000		25,000
Portable Light Tower - Replacement	Replace Public Works Units #104.	Operating Revenue						25,000		25,000
Bucket Truck - Electric - Replacement	Replace Unit #83 (2001).	Operating Revenue						260,000		260,000
<u>DOWNTOWN AREA</u>										
Parking Lot Improvements - Saville Lot	Installation of pay stations (\$30,000), lot redesign and paving, storm water infrastructure and landscaping. (\$290,156)	Parking		320,156						320,156
Pay Station Installation - Petrie and Darling Lots	Removal of meters and installation of pay stations at the Petrie Lot (1) and Darling Lot (2).	Parking		45,000						45,000
Trolley Maintenance	Painting and exterior repairs of 26 year old vehicle.	Parking		30,000						30,000

City of Petoskey
Capital Improvement Plan
Project Funding Source
2025

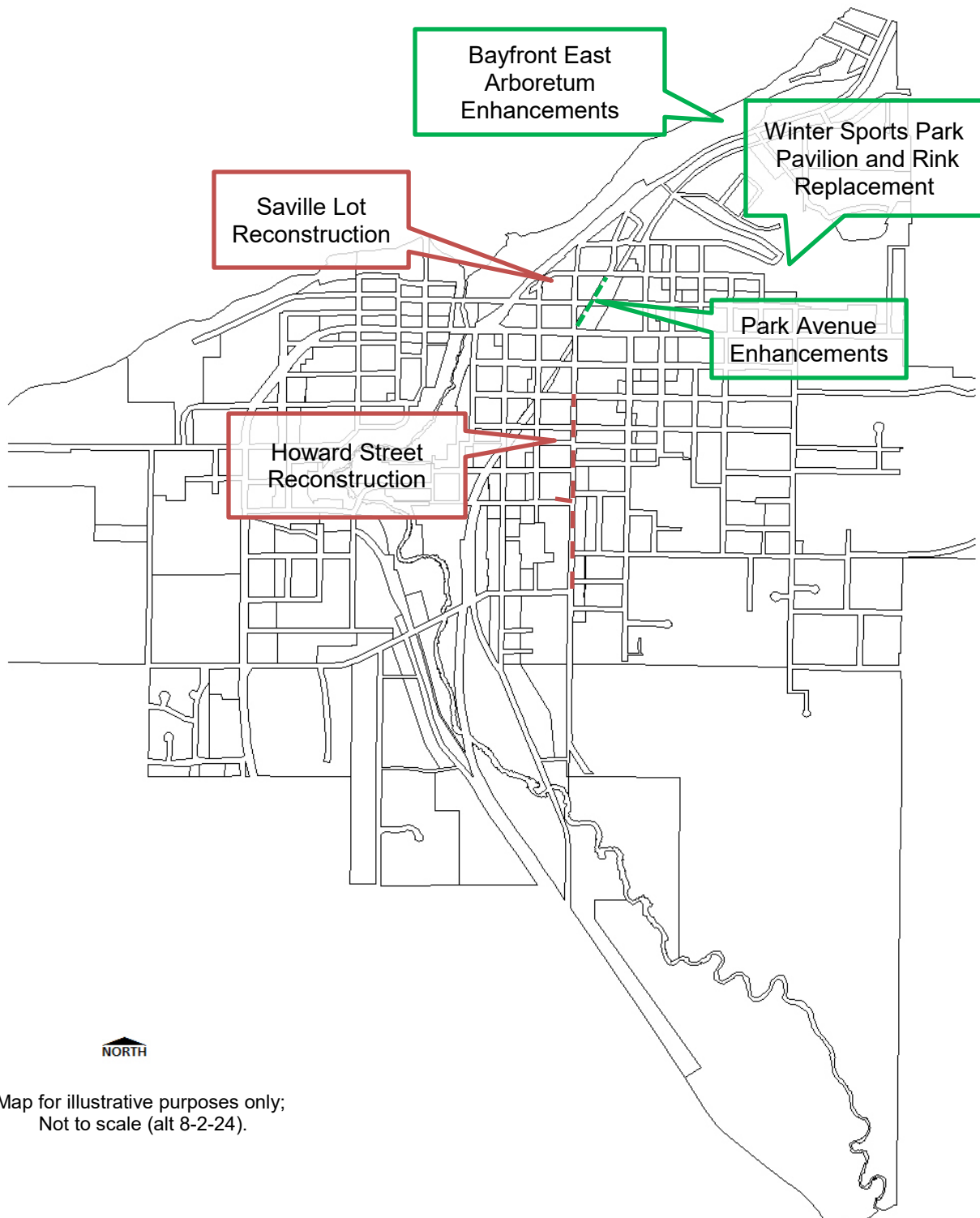
PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
<u>BUILDINGS AND GROUNDS</u>										
City Hall Security Upgrades	Install an access control system in City Hall. This would modernize an antiquated key system with a card reader with fob to manage access with software. Council Chambers and Community Room would be updated with new audio/visual components.	City ARPA County ARPA							50,000 50,000	100,000
Public Safety - East Lake Street Station	Replace original radiant tube heaters. Current heaters are obsolete and parts unavailable.	Operating Revenue	15,000							15,000
Public Safety - East Lake Street Station	Replace original 1989 HVAC unit.	Operating Revenue	25,000							25,000
Firing Range Upgrades	Includes lead removal, cleaning and potential ballistic block replacement.	Operating Revenue	30,000							30,000
Historical Museum	The pillars on the museum are deteriorating. Cedar boards need to be replaced.	Operating Revenue	30,000							30,000
<u>PARKS AND SPECIAL FACILITIES</u>										
Winter Sports Park Pavilion and Rink Replacement	The existing hockey rink will receive upgrades that include new surfacing, boards and a pavilion which will cover the entire rink.	Operating Revenue							1,200,000 550,000 ARPA	1,750,000
Pennsylvania Park - Park Avenue	As part of the Downtown Greenway Corridor site from East Mitchell to Bay Street. Park Avenue widening, landscaping, site amenities and storm water management improvements will be constructed. The project was bid in 2024 and will be rebid after value engineering evaluation.	Operating Revenue	350,000	50,000	120,000	75,000			150,000	745,000
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							650,000 250,000	900,000
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 Park	Grinder pumps need to be replaced. (2)	Operating Revenue	10,000							10,000

City of Petoskey
Capital Improvement Plan
Project Funding Source
2025

PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
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							30,000	30,000
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
Magnus Park Campground Master Plan and Proforma	Magnus has outdated infrastructure and opportunities for expansion. Campground could be designed with seasonal housing in mind.	TIFA							50,000	50,000
Little Traverse Wheelway	Resurfacing.	Operating Revenue	150,000							150,000
Grand Totals			\$647,500	\$445,156	\$2,697,600	\$1,142,793	\$1,621,800	\$695,000	\$3,317,500	\$10,567,349

City of Petoskey 2025-2030 Capital Improvement Plan

2025 Projects



Map for illustrative purposes only;
Not to scale (alt 8-2-24).

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 - Various Streets	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. Possible candidates include College View Drive, Tall Pines Court, Buckley Avenue, Ann and Wesley Streets.	Right-of-Way			600,000					600,000
Miscellaneous Pavement Preservation, Paving and Repair - Kalamazoo Avenue	The purpose of this project is to repair or rehabilitate existing pavement and curb lines. The Little Traverse Bay Band of Odawa Indians (LTBB) will be providing grant monies through the Federal Bureau of Indian Affairs (BIA) to rehabilitate Kalamazoo Avenue from Jennings Avenue to Atkins Extension.	Right-of-Way							164,545	164,545
<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					100,000			100,000
Sanitary - Miscellaneous Sewer Main Spot Repairs and Upgrades	Sewer main work will take place in conjunction with street resurfacing.	Operating Revenue					150,000			150,000
Lime Kiln Well and Control Building Improvements	The Lime Kiln Well was developed 37 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
Dead-End Water Main - Water Quality Issues	This project will loop a much needed water main from the dead-end of Petoskey Street to Wesley Street and possibly to Ann Street.	Operating Revenue					250,000			250,000
Water - Lead and Copper Rule Materials Inventory	The State of Michigan (EGLE) requires all water supplies to develop a Complete Distribution Service Materials Inventory (CDSMI). Grant funding through EGLE will be utilized to continue water surface line investigations.	Operating Revenue					50,000		300,000	350,000
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			100,000					100,000

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>ELECTRIC SYSTEM</u>										
Advanced Metering Infrastructure System Phase 2	Installation of second phase of electric system AMI (Advanced Metering Infrastructure) system including approximately 30% of the meters. 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				668,000				668,000
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 7.2kV.	Operating Revenue				231,500				231,500
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 & River Road RTU Fiber Connection	Installation of fiber optic cable from DPW to Mitchell Road Substation and from DPW to the River Road 46kV Metering Structure (RTU).	Operating Revenue				115,000				115,000
<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

City of Petoskey
Capital Improvement Plan
Project Funding Source
2026

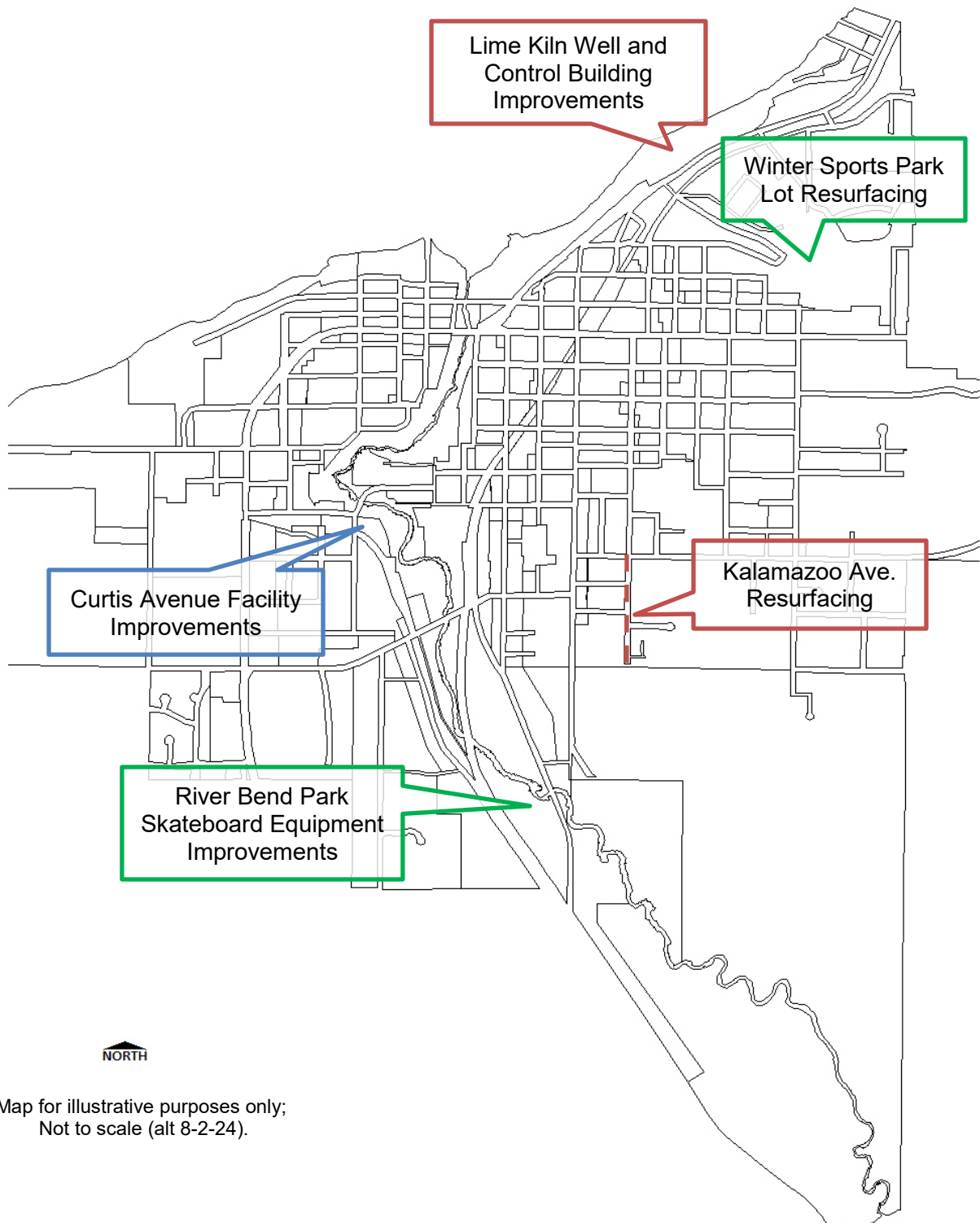
PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
Toro Workman Utility Cart - Parks and Rec - Replacement	Replace Utility Cart #116 - Marina (2013).	Operating Revenue						21,000		21,000
Out-front Mower - Parks and Rec - Replacement	Replace Parks 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
<u>DOWNTOWN AREA</u>										
Parking Lot Paving	Paving, infrastructure and landscaping of the Park Garden Lot.	Parking		300,000						300,000
<u>BUILDINGS AND GROUNDS</u>										
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
Public Safety - East Lake Street Station	New windows throughout the building.	Operating Revenue	80,000							80,000
Public Safety - East Lake Street Station	The existing kitchen is original. New cupboards, counters and appliances need to be replaced.	Operating Revenue	30,000							30,000
Public Safety - East Lake Street Station	The floor has never been treated and is over 30 years old. Epoxy coating on the apparatus bay flooring.	Operating Revenue	50,000							50,000
City Hall - Public Safety Training and Report Rooms	The current public safety records room needs to be updated with cubicles, new desks and furniture. Everything is original and obsolete. The training room needs technology upgrades that include a large smart TV and Wi-Fi upgrades.	Operating Revenue	40,000							40,000
US-31 Tunnel	The pedestrian tunnel has lost several pieces of concrete due to moisture and the general environment. Repairs to the concrete will need to occur.	Operating Revenue	25,000							25,000
<u>PARKS AND SPECIAL FACILITIES</u>										
Riverbend Skateboard Equipment	The equipment has exceeded its useful life. The company is out of business and replacement parts are unavailable.	Operating Revenue	150,000						150,000	300,000
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

City of Petoskey
Capital Improvement Plan
Project Funding Source
2026

PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
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			\$1,100,000	\$300,000	700,000	\$1,109,500	\$1,150,000	\$487,000	\$5,339,962	\$10,186,462

City of Petoskey 2025-2030 Capital Improvement Plan

2026 Projects



Map for illustrative purposes only;
Not to scale (alt 8-2-24).

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.	Right-of-Way			1,700,000					1,700,000
Miscellaneous Pavement Preservation, Paving and Repair - Standish Avenue	The purpose of this project is to repair or rehabilitate existing pavement and curb lines. The Little Traverse Bay Band of Odawa Indians (LTBB) will be providing grant monies through the Federal Bureau of Indian Affairs (BIA) to rehabilitate Standish Avenue from Buckley Avenue to City limits along with the addition of new sidewalk (east side).	Right-of-Way							748,768	748,768
Miscellaneous Pavement Preservation, Paving and Repair - Atkins Extension	The purpose of this project is to repair or rehabilitate existing pavement and curb lines. The Little Traverse Bay Band of Odawa Indians (LTBB) will be providing grant monies through the Federal Bureau of Indian Affairs (BIA) to rehabilitate Atkins Extension from Howard Street to City limits.	Right-of-Way							352,565	352,565
<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					800,000			800,000
Sanitary - Reconstruction and Miscellaneous Sanitary Main Spot Repairs and Upgrades	Sewer main work in conjunction with identified street reconstruction.	Right-of-Way					600,000			600,000
<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			325,000					325,000
New Sidewalk Installation - Standish Avenue	Sidewalk installations in conjunction with Standish Avenue reconstruct funded by Little Traverse Bay Band of Odawa Indians (LTBB).	Right-of-Way							200,000	200,000
<u>ELECTRIC SYSTEM</u>										
Advanced Metering Infrastructure System Phase 3	Installation of third phase of electric system AMI (Advanced Metering Infrastructure) system including approximately 30% of the meters. Provides for time-of-use energy sales, automatic meter reading, remote disconnects/reconnects, and outage detection.	Operating Revenue							TBD	TBD

City of Petoskey
Capital Improvement Plan
Project Funding Source
2027

PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
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				246,000				246,000
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
Substation Maintenance	Testing of critical substation equipment including circuit switchers, transformers, and voltage regulators at both Mitchell Road Substation and Petoskey Substation.	Operating Revenue				50,000				50,000
MOTOR POOL										
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

City of Petoskey
Capital Improvement Plan
Project Funding Source
2027

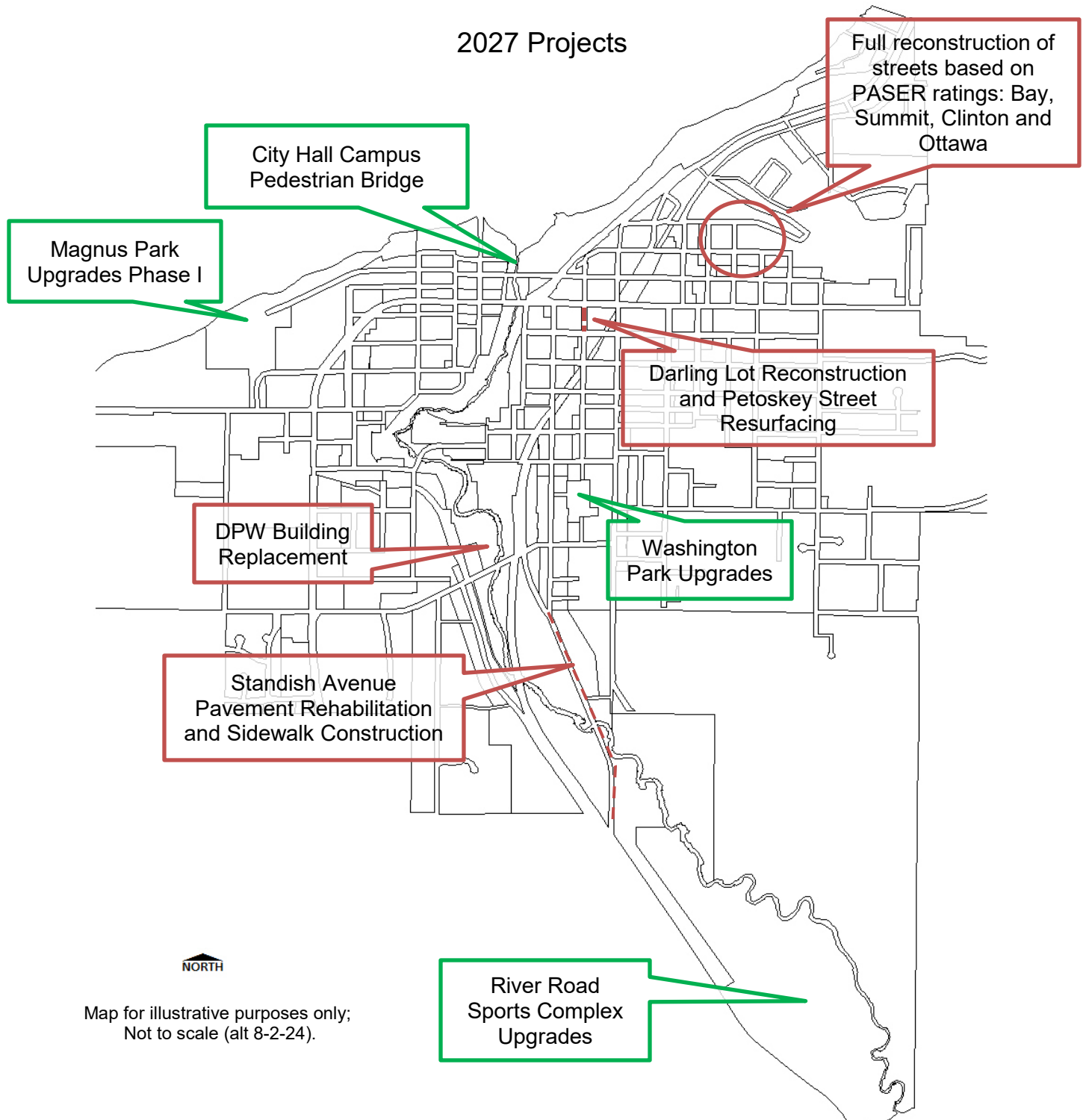
PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
Zamboni Ice Groomer - Replacement	Replace Winter Sports Park Ice Rink Unit #173 (1988).	Operating Revenue						60,000		60,000
Toro Workman Rescuer Cart - Public Safety - Replacement	Replace rescue utility cart Unit #441 (2006).	Operating Revenue						27,000		27,000
<u>DOWNTOWN AREA</u>										
Reconstruction of the Darling Lot	Lot redesign, paving, infrastructure and landscaping including street resurfacing Petoskey Street between Michigan and East Mitchell.	Parking		900,000	150,000					1,050,000
Replacement of Trolley	Replacement of 29 year old trolley with over 200,000 miles.	Parking		TBD						TBD
<u>BUILDINGS AND GROUNDS</u>										
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 - Bay Harbor Station	Epoxy coating on the apparatus bay flooring.	Operating Revenue	45,000							45,000
City Hall Furniture	All furniture is original and over 30 years old.	Operating Revenue	30,000							30,000
<u>PARKS AND SPECIAL FACILITIES</u>										
Replace Promenade Playground	Playground will be 30 years old.	TIFA							300,000	300,000
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	750,000		50,000		50,000		400,000	1,250,000
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.	TIFA	155,000							155,000
Pedestrian Bridge - City Hall Campus	Bridge will need replacement as supporting structure has rusted through. City repaired but not a long term fix.	TIFA							350,000	350,000
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
River Road Sports Complex	Construction of restrooms, well, septic and irrigation expansion.	Operating Revenue	300,000							300,000

City of Petoskey
Capital Improvement Plan
Project Funding Source
2027

PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
Pickle Ball Court Repainting	Resurface and striping of courts at Riverbend Park constructed in 2020.	Operating Revenue	25,000							25,000
Magnus Park Phase One	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			\$1,605,000	\$900,000	\$2,225,000	\$1,113,000	\$1,450,000	\$637,000	\$21,012,796	\$28,942,796

City of Petoskey 2025-2030 Capital Improvement Plan

2027 Projects



Map for illustrative purposes only;
Not to scale (alt 8-2-24).

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>										
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
Miscellaneous Pavement Preservation, Paving and Repair - Streets TBD	The purpose of this project is to replace or rehabilitate existing pavement and curb lines. Small Urban Grant funding will be utilized.	Right-of-Way			75,000				385,000	460,000
Miscellaneous Pavement Preservation, Paving and Repair - Hill Street	The purpose of this project is to repair or rehabilitate existing pavement and curb lines. The Little Traverse Bay Band of Odawa Indians (LTBB) will be providing grant monies through the Federal Bureau of Indian Affairs (BIA) to rehabilitate Hill Street from Kalamazoo Avenue to High School along with the addition of new sidewalk (north side).	Right-of-Way			376,110				113,212	489,322
<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>										
Advanced Metering Infrastructure System Phase 4	Installation of fourth phase of electric system AMI (Advanced Metering Infrastructure) system including approximately 30% of the meters. Provides for time-of-use energy sales, automatic meter reading, remote disconnects/reconnects, and outage detection.	Operating Revenue							TBD	TBD

City of Petoskey
Capital Improvement Plan
Project Funding Source
2028

PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
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
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
PET6 Circuit Conversion Project (Sheridan Street) - Phase 2	Conversion of the existing overhead PET6 distribution circuit to underground along Sheridan Street from Emmet Street to Howard Street. Removes very old overhead system, converts to more reliable underground, and completes conversion of this section of mainline circuit in this area to 7.2/12.5kV.	Operating Revenue				246,000				246,000
Substation Recloser Replacement	Replacement of remaining four circuit reclosers in Petoskey Substation which were installed in 2005.	Operating Revenue				115,000				115,000
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
MOTOR POOL										
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

City of Petoskey
Capital Improvement Plan
Project Funding Source
2028

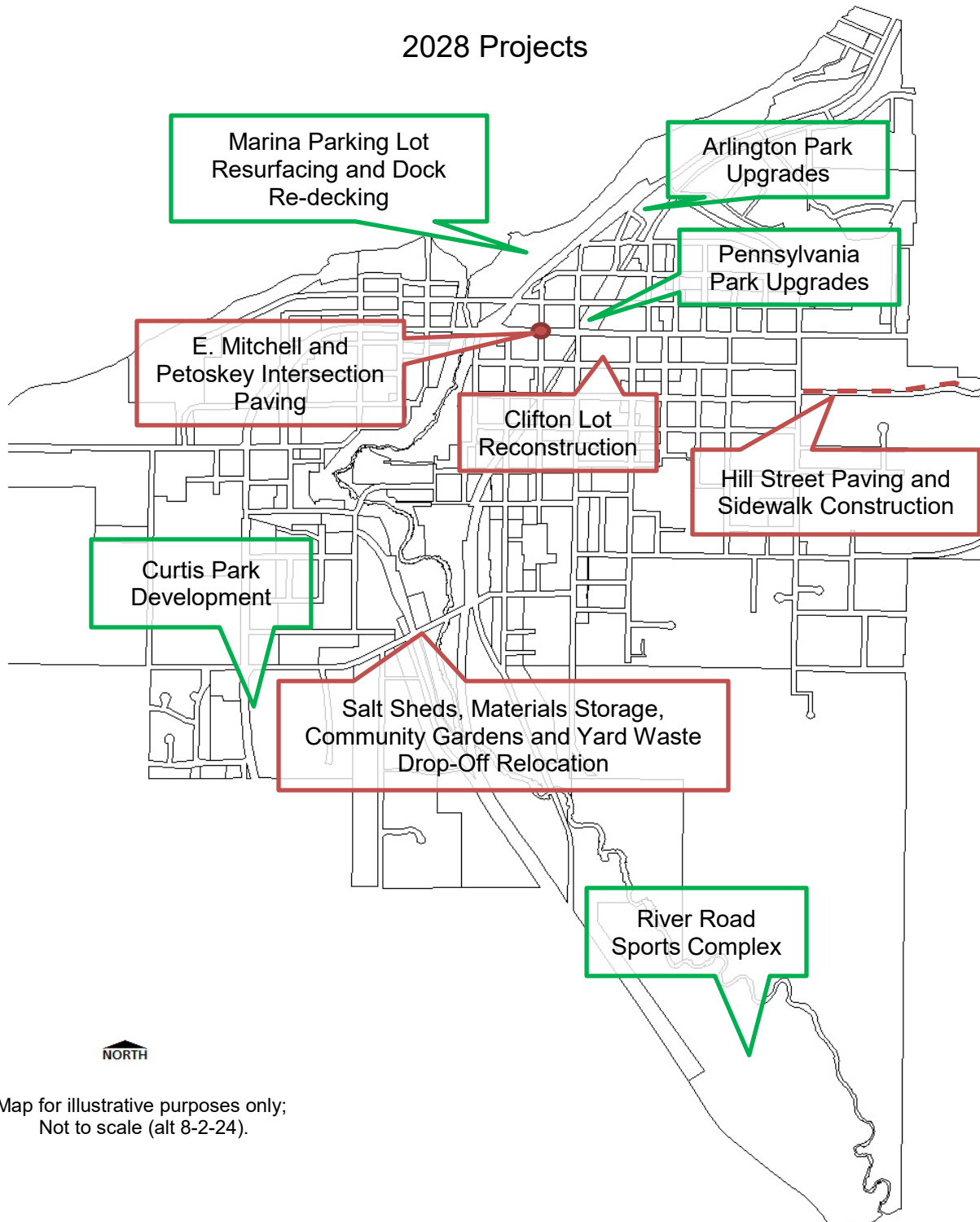
PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
Heavy Duty Plow Truck/Underbody - Streets - Replacement	Replace Unit #98 (2012).	Operating Revenue						285,000		285,000
Patrol Vehicle - Replacement	To replace patrol vehicle #442 (2021) with 2028 unit. Painting and lettering required.	Operating Revenue						75,000		75,000
Patrol Vehicle - Replacement	To replace patrol vehicle #443 (2021) with 2028 unit. Painting and lettering required.	Operating Revenue						75,000		75,000
<u>DOWNTOWN AREA</u>										
Parking Lot Paving	Paving, infrastructure, landscaping and pay stations for the Clifton Lot.	Parking		350,000						350,000
<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 training room, cabinet remodel, interior apparatus area painting, furnaces (2), carpet replacement, and interior lighting upgrades.	Operating Revenue	100,000							100,000
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>										
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						500,000	1,300,000
Pennsylvania Park Upgrades	Improvements may include repurposing the Christmas tree area, relocating the memorials to Arlington Park and creating an entertainment area.	Operating Revenue	800,000						100,000 DMB	900,000
Marina Parking Lot Resurfacing	The parking lot will be 38 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	150,000							150,000

City of Petoskey
Capital Improvement Plan
Project Funding Source
2028

PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
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 and fence replacement.	Operating Revenue	75,000							75,000
Little Traverse Wheelway	Resurfacing.	Operating Revenue	150,000							150,000
Grand Totals			\$2,575,000	\$350,000	\$701,110	\$1,098,400	\$1,000,000	\$595,000	\$4,291,692	\$10,611,202

City of Petoskey 2025-2030 Capital Improvement Plan

2028 Projects



Map for illustrative purposes only;
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City of Petoskey
Capital Improvement Plan
Project Funding Source
2029

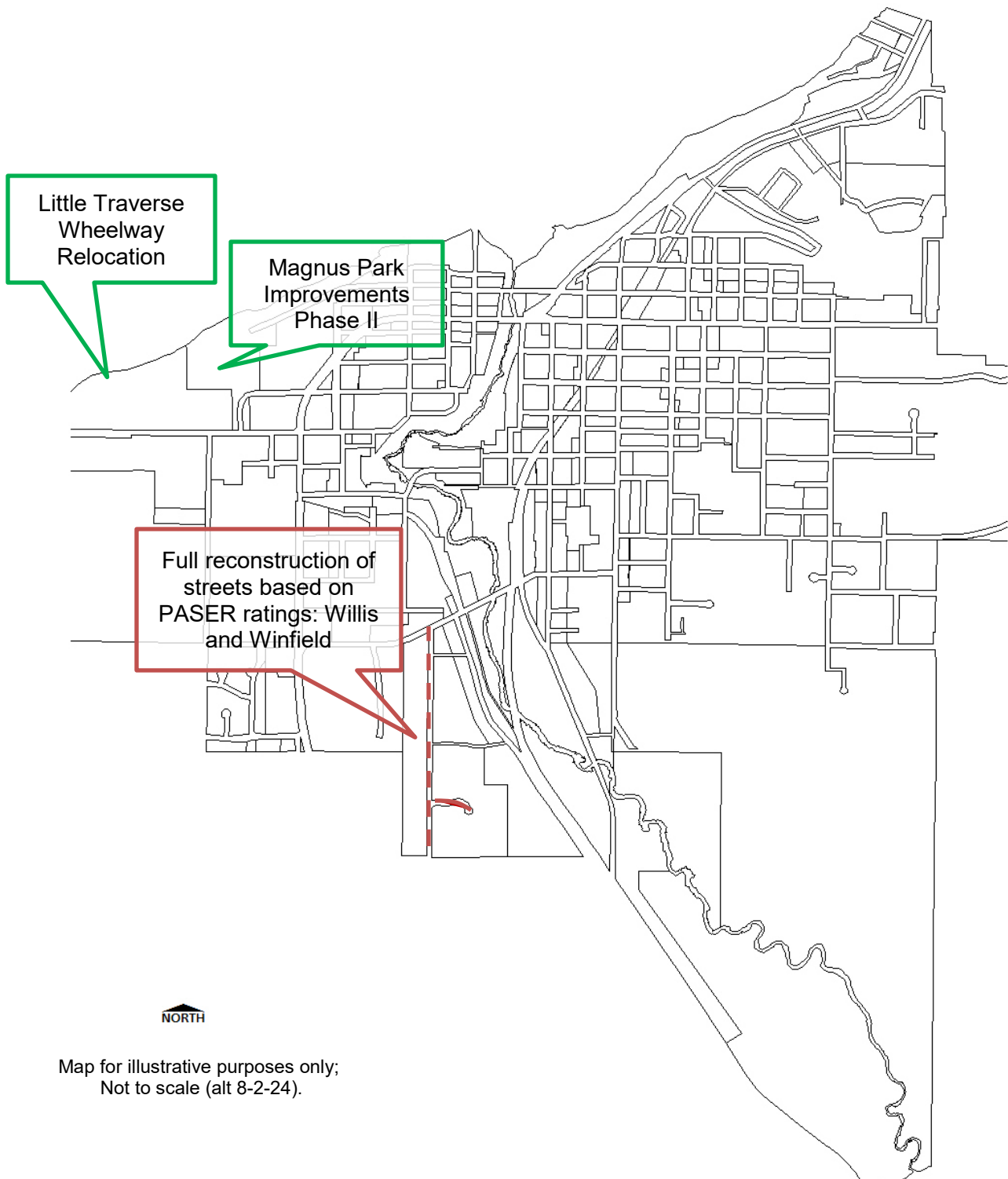
PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
<u>STREETS AND DRAINAGE</u>										
Full Reconstruction of Streets Identified through PASER Ratings and Utility Conditions	These streets are not candidates for pavement preservation. Possible 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			275,000					275,000
<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
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
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

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>MOTOR POOL</u>										
Patrol Vehicle - Replacement	To replace patrol vehicle #445 (2023) with 2029 unit. Painting and lettering required.	Operating Revenue						75,000		75,000
Patrol Vehicle - Replacement	To replace patrol vehicle #446 (2023) with 2029 unit.	Operating Revenue						75,000		75,000
Public Safety Marine Apparatus - Replacement	Replace Unit #526 (2007).	Operating Revenue						40,000		40,000
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>DOWNTOWN AREA</u>										
Parking Lot Improvements	Paving and landscaping improvements to a parking lot.	Parking		200,000						200,000
<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. City Hall security project was completed in 2025.	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
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
Lake Street Dam Improvements	Implementation of the chosen alternative from engineering study.	Operating Revenue							TBD	TBD
Magnus Park Phase Two	Continue construction of phase two based on the master plan.	TIFA							2,000,000	2,000,000
Bates Interior Improvements	The concession stand, scorers booth and restrooms will need to be upgraded to ADA standards.	Operating Revenue	50,000							50,000
Little Traverse Wheelway	Resurfacing.	Operating Revenue	150,000							150,000
Grand Totals			\$450,000	\$200,000	\$1,687,000	\$1,320,000	\$1,200,000	\$630,000	\$2,000,000	\$7,487,000

City of Petoskey 2025-2030 Capital Improvement Plan

2029 Projects



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Not to scale (alt 8-2-24).

City of Petoskey
Capital Improvement Plan
Project Funding Source
2030

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.	Right-of-Way			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					750,000			750,000
Sanitary - Miscellaneous Sewer Main Spot Repairs and Upgrades	Sewer main work will take place in conjunction with street resurfacing.	Operating Revenue					750,000			750,000
Dead-End Water Mains - Water Quality Issues	The City's water distribution system consists of nearly 80 miles of various sized pipe lines that are typically interconnected creating a looped or circulating system. Staff efforts would focus on engineering solutions for segments of dead-end or noncirculating mains that are prone to water quality complaints. Candidates include Karamol Court, Valley View, Ann Street and Wesley Street.	Operating Revenue					50,000			50,000
Water - Lead and Copper Rule Service Replacement	The State of Michigan (EGLE) requires all public water supplies to replace a percentage water service lines based on the completed Distribution System Materials Inventory.	Operating Revenue					150,000			150,000
<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			300,000					300,000

City of Petoskey
Capital Improvement Plan
Project Funding Source

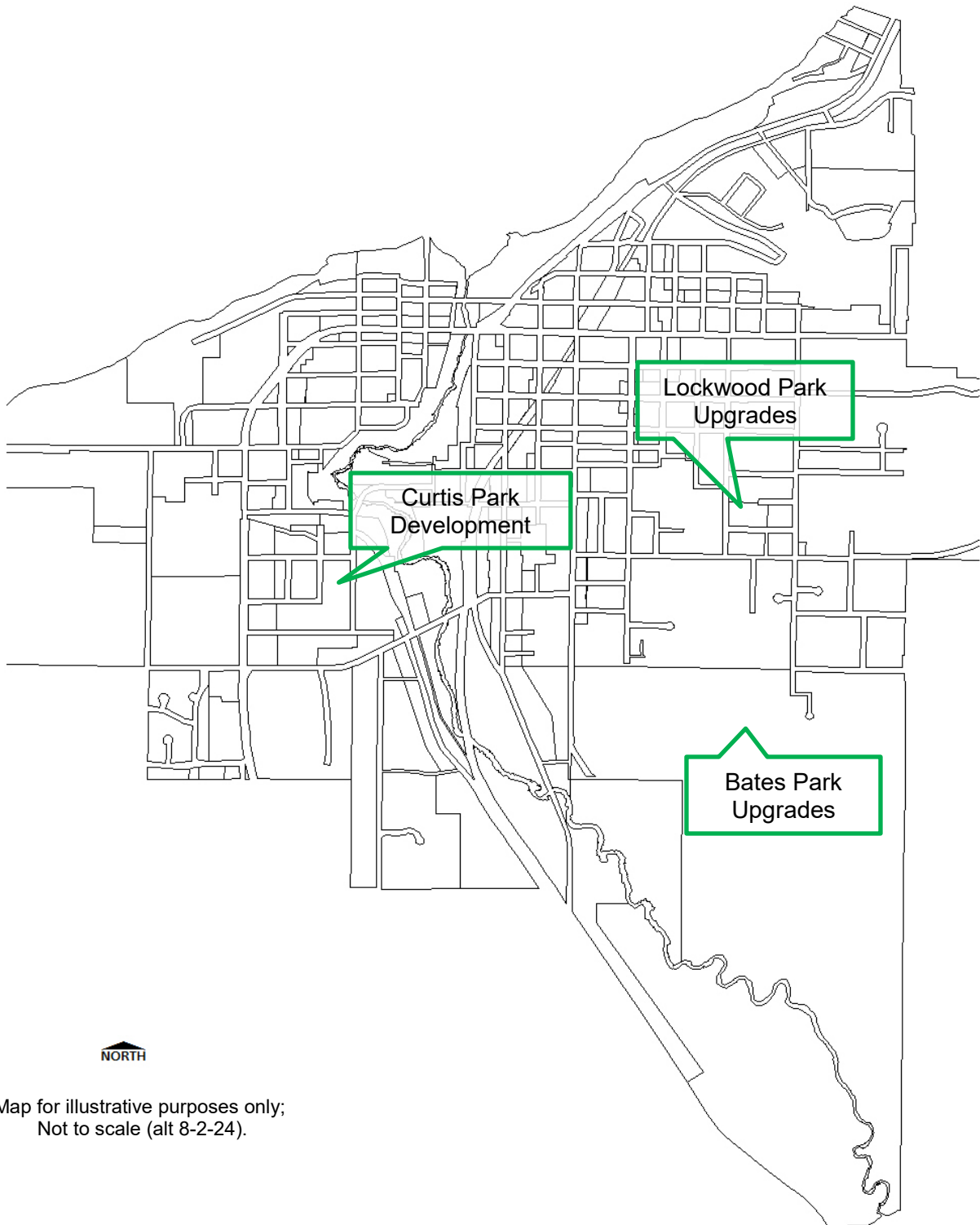
PROJECT CATEGORY		2030 Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
<u>ELECTRIC SYSTEM</u>										
Padmount Distribution Equipment Replacement	Replacement of padmount cabinets, switchgear, and transformers due to age, rust, and metal fatigue. Specific equipment to be replaced will be based on annual inspection of padmount electrical equipment.	Operating Revenue				125,000				125,000
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
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	Replace vehicle #444 (2024) with 2030 model. Convert and/or replace equipment from old unit, painting and lettering required.	Operating Revenue						80,000		80,000
Public Safety Vehicle - Replacement	Replace vehicle #448 (2020) with 2030 model.	Operating Revenue						60,000		60,000
Pick-Up Truck 3/4 Ton 4x4 - Replacement	Replace Water Division Unit #32 (2020).	Operating Revenue						80,000		80,000
Pick-Up Truck 3/4 Ton 4x4 - Replacement	Replace Water Division Unit #38 (2021).	Operating Revenue						60,000		60,000
Utility Truck 1 Ton 4x4 - Replacement	Replace Electric Division #89 (2016).	Operating Revenue						110,000		110,000
Asphalt Recycler Trailer - Replacement	Replace Public Works Unit #108 (2015).	Operating Revenue						60,000		60,000

City of Petoskey
Capital Improvement Plan
Project Funding Source

PROJECT CATEGORY		2030 Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
Fork Lift - Replacement	Replace Public Works Unit #114 (1991).	Operating Revenue						50,000		50,000
Bobcat Toolcat with Attachments, Snow Blower, Forks, Broom, and Box - Replacement	Replace Utility Vehicle Unit #123 (2020).	Operating Revenue						100,000		100,000
Fork Lift - Replacement	Replace Public Works Unit #128 (2006).	Operating Revenue						50,000		50,000
<u>DOWNTOWN AREA</u>										
Technology Updates	Updates to improve efficiencies of pay stations and parking meters.	Parking		TBD						TBD
<u>BUILDINGS AND GROUNDS</u>										
Public Safety - Bay Harbor Station	New overhead garage doors.	Operating Revenue	75,000							75,000
<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						500,000	1,000,000
Bates Park	Field upgrade, dugout replacement, accessibility and landscaping improvements.	Operating Revenue	500,000							500,000
Lockwood Park Upgrades	Upgrade the court to a multi-use Pickleball/Basketball court, add accessibility pathway and other accessibility upgrades.	Operating Revenue	750,000							750,000
Grand Totals			\$1,825,000	\$0	\$875,000	\$1,142,010	\$1,700,000	\$650,000	\$875,000	\$7,067,010

City of Petoskey 2025-2030 Capital Improvement Plan

2030 Projects



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City of Petoskey
Capital Improvement Plan
Projects 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 and Jackson.	Right-of-Way			TBD					TBD
Downtown Streetscape	Downtown streetscape is over 30 years old necessitating major upgrades.	Operating Revenue							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 30 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

City of Petoskey
Capital Improvement Plan
Projects Lacking Funding

PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
<u>SIDEWALKS</u>										
Sidewalk Construction and Maintenance	The City has prioritized construction of sidewalks and now has nearly 50 miles to maintain.	Right-of-Way			TBD					TBD
<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
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>										
100' Aerial Platform Fire Truck - Public Safety	Replace Public Safety vehicle #516 (2019) in 2036.	Operating Revenue						2,000,000		2,000,000
Rescue Pumper Fire Truck - Public Safety	Replace Public Safety vehicle #501 (2020) in 2040.	Operating Revenue						1,500,000		1,500,000
Rescue Pumper Fire Truck - Public Safety	Replace Public Safety vehicle #502 (2020) in 2040.	Operating Revenue						1,500,000		1,500,000
<u>DOWNTOWN AREA</u>										
Parking Lot and Structure Improvements	On-going maintenance of lots, meters, pay stations and possible structure will be needed.	Operating Revenue		TBD						TBD
<u>BUILDING AND GROUNDS</u>										
Public Safety - Bay Harbor Station	Built in 2011, building maintenance will require replacement windows, boiler upgrade, HVAC replacement and carpeting.	Operating Revenue	82,000							82,000

City of Petoskey
Capital Improvement Plan
Projects Lacking Funding

PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
History Museum	Museum was built in 1971 and soffit will need replacement.	Operating Revenue	10,000						TBD	10,000
Carnegie Building	Façade improvements, HVAC, flooring and multimedia updates.	Operating Revenue	1,000,000						TBD	1,000,000
<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
Marina	Recent receding water levels may force the need to have the marina dredged.	Operating Revenue	250,000						TBD	250,000
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
Winter Sports Park	The recent mild winters have forced staff to examine man-made options for snow and ice. Utility upgrades and hill modifications along with snow making equipment are needed.	Operating Revenue	500,000							500,000
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
Paddle Sport Improvements at Bayfront Park	Improvements to include storage and installation of a barrier free launch.	TIFA							125,000	125,000

City of Petoskey
Capital Improvement Plan
Projects Lacking Funding

PROJECT CATEGORY		Funding Source	General	Parking	Streets	Electric	Water & Sewer	Motorpool	Grants/Other	Total
East Park Trail Connector	Trail connector improvements from East Park to Bay Harbor.	Operating Revenue								TBD
Grand Totals			\$11,324,520	TBD	TBD	\$920,000	\$5,460,000	\$5,000,000	\$ 1,030,000	\$23,734,520



BOARD: City Council

MEETING DATE: September 16, 2024 **PREPARED:** September 10, 2024

AGENDA SUBJECT: MPPA – Belle River Amended & Restated Agreements

RECOMMENDATION: City Council adopt proposed resolution approving documents pertaining to the Belle River Project.

Background In 1982, the City of Petoskey entered into contract agreements through the Michigan Public Power Agency (MPPA), to purchase power from the Belle River Power Plant (BRPP), located in St. Clair Shores in southeast Michigan. The BRPP is a two-unit 1,270 MW coal-fired baseload power plant jointly owned by DTE Electric Company (DTE), (81.39%) and MPPA (18.61%). DTE constructed the generating station in the mid 80's and has since been responsible for all operations and maintenance activities. MPPA's ownership is structured through the agency's Belle River Project which is made up of eleven of the twenty-two MPPA members, which includes the following cities: Bay City, Charlevoix, Chelsea, Hart, Holland, Lansing, Lowell, Petoskey, Portland, Traverse City and Zeeland.

Planning As part of DTE's long term planning, over the next two years BRPP is scheduled to be converted from a baseload coal generating resource to a natural gas peaking resource. DTE studied environmental outcomes, reliability along with affordability and concluded the best strategy would be to repower BRPP with natural gas. The repowering will lower emissions by approximately 90% while contributing the same amount of electric reliability as the current coal fired facility. Further, the cost to repower will be less expensive than building a new peaking resource, utilizes an existing power plant site, utilizes existing transmission wires and can connect to existing natural gas infrastructure.

Contracts As a member of the Belle River Project, the City of Petoskey along with other members entered into agreements with MPPA in 1982 that consisted of a Power Sales Contract and a Project Support Contract. The Power Sales Contract provides for the purchase and sale of power and energy derived from the Belle River Project. The Project Support Contract provides for payment by each municipality to MPPA for fixed costs relating to acquisition, such as financing, construction and equipping of the Belle River Project. Since these agreements are over forty-two years old, MPPA has amended both contracts to remove antiquated language, recognize current industry terms and reflect the repowering and hybrid financing associated with Belle River. The Belle River Project Committee and MPPA board approved both contracts unanimously at the August 14, 2024 Board of Commissioners meeting in Lansing. With that being said, each Member participant is now required to approve and authorize execution of agreements and associated documents pertaining to the Belle River Project.

Action City Council adopt proposed resolution approving documents pertaining to the Belle River Project.



Resolution No. 24 - _____

WHEREAS, the City of Petoskey is a member municipality of the Michigan Public Power Agency ("MPPA"), a joint agency organized and existent pursuant to Act No. 448 of the Michigan Public Acts of 1976; and

WHEREAS, in accordance with, and pursuant to, the Belle River Participation Agreement, dated as of December 1, 1982 between MPPA and the Detroit Edison Company (whose successor in interest is DTE Electric Company), as amended and restated from time to time, including as amended and restated on May 7, 2024, MPPA acquired an undivided ownership interest in Belle River Units 1 and 2 as well as its common facilities (collectively referred to as the "Belle River Project"); and

WHEREAS, the City of Petoskey and other member municipalities of MPPA have previously executed and now desire to enter into amended and restated contracts with MPPA to provide for the purchase and sale and transmission of power and energy derived from the Belle River Project; and

WHEREAS, MPPA financed its purchase of the Belle River Project by the issuance of revenue bonds and in the future may issue additional revenue bonds for the Belle River Project; and

WHEREAS, in order to finance all or a portion of the Belle River Project and/or issue its revenue bonds, it is necessary that MPPA have substantially similar binding contracts with this municipality and each other municipality electing to participate in the purchase of power and energy and transmission with respect to the Belle River Project; and

WHEREAS, the City Clerk has on file a copy of the Belle River Power Sales Contract, as amended and restated from time to time, to be entered into by MPPA and each municipality participating in the Belle River Project, which Power Sales Contract provides for the purchase and sale of power and energy derived from the Belle River Project; and

WHEREAS, the City Clerk also has on file a copy of the Belle River Project Support Contract, as amended and restated from time to time, to be entered into by MPPA and each municipality participating in the Belle River Project which Project Support Contract provides for the payment by each municipality to MPPA for certain fixed costs relating to the acquisition, construction and equipping of the Belle River Project during those periods in which power and energy is not made available to such municipalities under the Belle River Power Sales Contract:

NOW THEREFORE, IT IS HEREBY RESOLVED by the Council of the City of Petoskey as follows:

1. The forms of the Belle River Power Sales Contract and the Belle River Project Support Contract (the "Belle River Contracts") presented to the City of Petoskey on this date are hereby approved and the City Manager or his designee and the City Clerk of the City of Petoskey are hereby authorized and directed to execute such contracts on behalf of the City of Petoskey in substantially the form as presented on this date with such insertions, deletions and minor modifications as the City Manager deems necessary; provided such changes are not materially adverse to the City of Petoskey.

2. The City Manager or his designee and the City Clerk of the City of Petoskey are further authorized and directed to execute such other documents and deliver or cause to be delivered such other articles, opinions and documents necessary to enable the City of Petoskey to enter into the Belle River Contracts.

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 16th day of September 2024, 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 September 2024.

Sarah Bek, City Clerk

[COMPOSITE CONFORMED COPY]

POWER SALES CONTRACT

BETWEEN

MICHIGAN PUBLIC POWER AGENCY

AND

[ADDRESSED SEPARATELY TO EACH PARTICIPANT ~~AS SET FORTH IN ANNEX 1 HERETO~~]

AS SET FORTH IN ANNEX 1 HERETO

As Amended and Restated

From Time to Time

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BELLE RIVER
POWER SALES CONTRACT

This BELLE RIVER POWER SALES CONTRACT ~~is made and entered into as of the first day of December, 1982, by and~~ between MICHIGAN PUBLIC POWER AGENCY, a body corporate and politic of the State of Michigan created pursuant to Act 448 of the Public Acts of Michigan of 1976 ("MPPA") and [ADDRESSED SEPARATELY TO EACH PARTICIPANT AS SET FORTH IN ANNEX 1 HERETO] (the "Participant"), ~~dated as of December 1, 1982, as amended and restated from time to time, including as amended and restated on _____, 2024.~~

WHEREAS, MPPA was organized under Act 448 of the Public Acts of Michigan of 1976 (the "Act") to provide a means for those Michigan municipalities which are members of MPPA to secure electric power and energy for their present and future needs; and

WHEREAS, MPPA is empowered by the Act (i) to acquire and construct facilities for the generation, transmission or transformation, or a combination thereof, of electric power and energy, or to acquire an interest in any such facilities; (ii) to purchase, sell, transmit or otherwise use electric power and energy within or without the State of Michigan; (iii) to issue its revenue bonds to pay all or part of the cost of acquiring facilities for the generation, transmission or transformation, or a combination thereof, of electric power and energy; and (iv) to exercise all other powers not inconsistent with the laws of the State of Michigan or the United States of America which may be necessary or appropriate for, or incidental to, the effectuation of its authorized purposes; and

WHEREAS, MPPA ~~will enter entered~~ into the Belle River Participation Agreement dated as of December 1, 1982, ~~as amended and restated from time to time, including as amended and restated on May 7, 2024 ("Amended and Restated Belle River Participation Agreement" or "Belle River Participation Agreement")~~, with DTE Electric Company, formerly known as The Detroit Edison Company, pursuant to which MPPA ~~will purchase purchased~~ an undivided interest in, and ~~will be is~~ entitled to a portion of the electric power and energy

derived from, those electric generating and other facilities described herein and designated as Belle River; and

WHEREAS, MPPA ~~will enter entered~~ into the Belle River Transmission Ownership and Operating Agreement dated as of December 1, 1982 with DTE Electric Company, formerly known as The Detroit Edison Company, pursuant to which MPPA ~~will purchase~~purchased an undivided interest in certain 120 kV and higher voltage transmission lines designated in such agreement as the Designated Transmission Lines; and

WHEREAS, MPPA ~~will enter entered~~ into the Belle River Transmission Ownership and Operating Agreement dated as of December 1, 1982 with Consumers Energy Company, formerly known as Consumers Power Company, pursuant to which MPPA ~~will purchase~~purchased an undivided interest in certain 345 kV or higher voltage transmission lines designated in such agreement as the Designated EHV Transmission Lines; and

WHEREAS, MPPA will take or cause to be taken all steps necessary for acquisition and construction of those facilities described herein and designated as the Belle River Project for the supply of electric power and energy to the Participant and to the other municipalities contracting with MPPA therefor and will sell the power and energy of the Belle River Project pursuant to this Power Sales Contract and pursuant to contracts substantially similar to this contract with such other municipalities or other contracts with members of MPPA or others who are not Participants; and

WHEREAS, in order to enable MPPA to finance all or a portion of the Belle River Project and/or issue its revenue bonds to pay the cost of acquiring and constructing the Belle River Project it is necessary for MPPA to have substantially similar binding contracts with the Participant and such other municipalities purchasing power and energy of the Belle River Project and to pledge the payments required to be made in accordance with such contracts as security for the payment of the revenue bonds;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties hereto as follows:

SECTION 1. Definitions and Explanations of Terms.

Unless the context indicates that another meaning is intended, the following words, when used in this Power Sales Contract, including the Preamble and the Schedules, shall have the following meanings:

~~Back-up Capacity shall mean that capacity to which MPPA is entitled pursuant to the terms of the Belle River Participation Agreement.~~

~~Back-up Energy shall mean that energy which MPPA schedules and receives pursuant to the terms of the Belle River Participation Agreement.~~

~~Back-up Energy Related Costs shall mean those costs incurred under the Belle River Participation Agreement which are directly related to the amount of Back-up Energy scheduled and received thereunder and other costs incurred in connection with Back-up Energy which vary with the amount of Back-up Energy produced from time to time, including alternate sources permitted under the Belle River Participation Agreement.~~

~~Back-up Entitlement Share shall mean, with respect to each Participant for any Contract Year, that amount of Back-up Capacity shown opposite the name of such Participant on the Schedule of Participants.~~

~~Back-up Entitlement Take shall mean, with respect to each Participant for any Contract Year, the amount of Back-up Capacity which such Participant schedules, not less than 13 Months in advance of the commencement of such contract Year, to take from MPPA, which amount shall not be greater than such Participant's Back-up Entitlement Share.~~

Belle River shall mean Belle River as such term is defined in the Belle River Participation Agreement.

Belle River 1 shall mean Belle River 1 as such term is defined in the Belle River Participation Agreement.

Belle River 2 shall mean Belle River 2 as such term is defined in the Belle River Participation Agreement.

Belle River Participation Agreement shall mean the Amended and Restated Belle River Participation Agreement ~~dated as of December 1, 1982~~ the same may be amended and restated from time to time in accordance with the provisions thereof.

Belle River Project shall mean the ownership interest and contract rights of MPPA in Belle River and Belle River Transmission.

Belle River Project Capability shall mean the amount of Net Electric Capacity and Energy, if any, which Belle River is capable of generating at any particular time (including times when Belle River is not operable or operating or the operation thereof is suspended, interrupted, interfered with, reduced or curtailed, in each case in whole or in part for any reason whatsoever) to which MPPA is entitled under the Belle River Participation Agreement, all determined in accordance with the Belle River Participation Agreement.

Belle River Transmission shall mean certain 120 kV and higher voltage transmission lines and transmission facilities ownership of all or a portion of which has been conveyed to MPPA by The Detroit Edison Company (now known as DTE Electric Company) pursuant to the Edison Transmission Agreement and by Consumers Energy Company, formerly known as Consumers Power Company, pursuant to the Consumers Transmission Agreement.

Bond Anticipation Notes shall mean notes or other evidence of indebtedness from time to time issued in anticipation of the issuance of Bonds, the proceeds of which have been or are required to be applied to one or more of the purposes for which Bonds could be issued.

Bond Election shall mean, with respect to each Participant that elects to participate or partially participates in a bond issue with respect to the Belle River Project, the original

principal amount of the bond issue allocated to the Participant as shown opposite their name in the Capital Requirements Schedule, in the Bond Election column (see sample table attached as Exhibit X) that comprises a part of the Bond Resolution for each bond issue.

Bond Resolution shall mean the Belle River Project Revenue Bond Resolution providing for the issuance of the Bonds; adopted or to be adopted by the Board of Commissioners of MPPA in the form of a draft thereof bearing the date December 8, 1982 including any and all amendments and supplements thereto adopted in accordance with the provisions thereof, with such changes as to form and substance as are approved by the Board of Commissioners of MPPA.

Bonds shall mean the Bonds from time to time issued by MPPA pursuant to the Bond Resolution to pay any part of the Cost Of Acquisition And Construction of the Belle River Project, whether or not any issue of such Bonds shall be subordinated as to payment to any other issue of Bonds, and shall include additional Bonds and refunding Bonds issued in accordance with this Power Sales Contract and the Bond Resolution.

Commercial Operation Date shall mean, with respect to Belle River, the Commercial Operation Date as such term is defined in the Belle River Participation Agreement.

Cash Election shall mean with respect to each Participant that elects not to participate or partially participates in a bond issue with respect to the Belle River Project, the amount of cash the Participant must contribute as shown opposite their name on the Capital Requirement Schedule, in the Cash Election column (see sample table attached as Exhibit X) that comprises a part of the Bond Resolution for each bond issue.

Consumers Transmission Agreement shall mean the Belle River Transmission Ownership and Operating Agreement dated as of December 1, 1982, between MPPA and Consumers Energy Company, formerly known as Consumers Power Company, as the same may be amended or supplemented from time to time in accordance with the provisions thereof.

Consumers Transmission Cost Factor shall mean, with respect to each Participant, the factor (expressed as a percentage) shown opposite the name of such Participant in the Schedule of Participants which specifies such Participant's proportionate share of Monthly Transmission Costs based on (i) such Participant's Transmission Entitlement Share, (ii) such Participant's right to acquire transmission ownership at net or gross plant, as appropriate, and (iii) the voltage level of such Participant's Point of Delivery.

Contract Year shall mean the twelve (12) month period commencing at 12:01 a.m. on January 1 of each year, except that the first Contract Year shall commence on the first to occur of (i) the date to which all interest is capitalized with respect to all Bonds, (ii) the date which is twelve months prior to the date on which the first principal installment on any of the Bonds is due or (iii) the Commercial Operation Date of Belle River 1.

Cost Of Acquisition And Construction shall mean, to the extent not included in Monthly Power Costs or Monthly Transmission costs, all costs of planning, engineering, financing, constructing, acquiring and placing the Belle River Project in operation, including the conversion of the Belle River Project's fuel source from coal to natural gas, whether heretofore or hereafter paid or incurred by MPPA, including amounts paid to ~~The Detroit Edison~~ DTE Electric Company under the Belle River Participation Agreement and the Edison Transmission Agreement and to Consumers Energy Company, formerly known as Consumers Power company, under the Consumers Transmission Agreement for any cost or expense which would be a Cost Of Acquisition And Construction if paid or incurred by MPPA, all as contemplated by the term "Costs of Acquisition and Construction" as defined in the Bond Resolution, which shall include, but shall not be limited to, funds for:

(1) interest accruing in whole or in part on Bonds prior to and during construction and for such additional period as MPPA may reasonably determine to be necessary for placing the Belle River Project in operation in accordance with the provisions of the Bond Resolution;

(2) the acquisition of ~~a fuel stockpile~~ inventory for the Belle River Project;

(3) the working capital requirements of the Belle River Project;

(4) the deposit or deposits required to be made under

the Bond Resolution from the proceeds of Bonds into any fund or account established pursuant to the Bond Resolution to meet Debt Service reserve requirements for Bonds;

(5) the deposit or deposits required to be made under the Bond Resolution from the proceeds of Bonds into any fund or account established pursuant to the Bond Resolution as a reserve for renewals, replacements and contingencies and retirement from service or disposal of any facilities of the Belle River Project, including restoration of lands with respect thereto, or as a general reserve;

(6) if applicable, all federal, state and local taxes and payments in lieu of taxes required to be paid under the Belle River Participation Agreement, the Edison Transmission Agreement and the Consumers Transmission Agreement or otherwise legally required to be paid in connection with the acquisition and construction of the Belle River Project;

(7) all costs relating to claims or judgments arising out of construction of the Belle River Project;

(8) all planning and development costs, engineering fees, contractors' fees, costs of obtaining governmental or regulatory permits, licenses and approvals, costs of real property, labor, materials, equipment, supplies, training and testing costs, insurance premiums, legal and financing costs, administrative and general costs, and all other costs properly allocable to the acquisition and construction of the Belle River Project and placing the same in operation;

(9) the costs and expenses incurred in the issuance and sale of Bonds and Bond Anticipation Notes, including bond discounts, if any;

(10) all other costs incurred in connection with, and properly chargeable to, the acquisition and construction of the Belle River Project in accordance with, or which constitute a Cost of Construction under, the Belle River Participation Agreement, the Edison Transmission Agreement and the Consumers Transmission Agreement; and

(11) the payment of principal, premium, if any, and interest when due (whether at the maturity of principal or at the due date of interest or upon redemption) on Bond Anticipation Notes unless such costs are to be paid from proceeds of Bonds pursuant to the Bond Resolution.

~~Prior to the Commercial Operation Date,~~ MPPA shall apply as a credit against the Cost ~~Of~~ Acquisition ~~And~~ Construction of the Belle River Project, to the extent not credited against Monthly Power Costs or Monthly Transmission Costs, all proper credits thereto, including, without limitation, all receipts, revenues and other moneys to the extent received by it or credited to it under the Belle River Participation Agreement, the Edison Transmission Agreement and the Consumers Transmission Agreement from insurance proceeds, condemnation awards, damages collected from contractors, subcontractors or others and proceeds from the sale or other disposition of surplus property and test energy, all relating to the Belle River Project, and interest earned on investments held under the Bond Resolution.

Debt Service shall mean, with respect to any period, the aggregate of the amounts required by the Bond Resolution to be paid or deposited during said period into any fund or account created by the Bond Resolution for the sole purpose of paying the principal (including sinking fund installments) of, premium, if any, and interest on all Bonds from time to time outstanding as the same shall become due; provided, however, that Debt Service shall not include any amount payable as principal or interest solely as a result of acceleration of maturity of Bonds.

Debt Service Entitlement Share shall mean with respect to each Participant, that share of participation in the issuance of Bonds or Bond Anticipation Notes under the Bond Resolution as shown opposite the name of such Participant on the Capital Requirement Schedule in the Debt Service Entitlement Share column (see sample table attached as Exhibit X).

Debt Service Step-Up Obligation shall mean with respect to each Participant the maximum amount of outstanding principal a Participant shall be required to assume in the event of default of another Participant.

Edison Transmission Agreement shall mean the Belle River Transmission ownership and Operating Agreement dated as of December 1, 1982, between MPPA and The Detroit Edison Company; (now known as DTE Electric Company), as the same may be amended or supplemented from time to time in accordance with the provisions thereof.

Edison Transmission Cost Factor shall mean, with respect to each Participant, the factor (expressed as a percentage) shown opposite the name of such Participant in the Schedule of Participants which specifies such Participant's proportionate share of Monthly Transmission Costs based on such Participant's Transmission Entitlement Share.

Electric Capacity shall mean kilowatts (kW) electric.

Electric Energy shall mean kilowatt hours (kWh).

Minimum Loading Level shall mean, with respect to each Participant, the minimum amount of production which such Participant may be required to schedule when Belle River is operating, which minimum amount in any hour shall be determined by multiplying the minimum amount of production which MPPA may be required to schedule pursuant to the Belle River Participation Agreement by ~~a fraction the numerator of which is such Participant's Power Entitlement Share less such Participant's Planned Excess Generating Capacity and the denominator of which is the aggregate of the Power Entitlement Shares of the Participants less the aggregate of the Planned Excess Generating Capacities of the Participantssuch Participant's Power Entitlement Share.~~

Month shall mean a calendar month.

Monthly Back-up Costs shall mean, with respect to each Month of each Contract Year, all costs (other than Back-up Energy Related Costs) attributable to Back-up Entitlement Take that are paid or incurred by MPPA during such Month, including without

limitation, the following items of cost:

- ~~(1) — the amount required to be paid under the Belle River Participation Agreement as the Annual Back-up Electric Capacity Charge;~~
- ~~(2) — the amount required to be paid under the Belle River Participation Agreement as the Daily Back-up Electric Capacity Charge; and~~
- ~~(3) — any additional amount not specified in the other items of this definition or in the definition of Back-up Energy Related Costs which must be paid by MPPA during such Month under the Belle River Participation Agreement or otherwise in connection with the provision of Back-up Capacity and Back-up Energy.~~

Monthly Power Costs shall mean, with respect to each Month of each Contract Year, all costs (other than Project Energy Related Costs) attributable to Belle River, to the extent not paid from the proceeds of Bonds (including income from investment of such proceeds); or upfront Cash Election made by Participants, that are paid or incurred by MPPA during such Month resulting from the ownership, operation, maintenance and termination of, and repair, renewals, replacements, additions, improvements, betterments and modifications to, Belle River, including without limitation, the following items of cost:

- (1) the amount required, if any, under the Bond Resolution to be paid or deposited during such Month into any fund or account established by the Bond Resolution for the payment of Debt Service on Bonds allocable to Belle River;
- (2) the amount required under the Bond Resolution to be paid or deposited during such Month into any fund or account established by the Bond Resolution to the extent allocable to Belle River or in connection with Bonds allocable to Belle River (other than funds and accounts referred to in clause (1) above), including any amounts required to be paid or deposited by reason of the transfer of moneys from such funds or accounts to the funds or accounts referred to in clause (1) above;
- (3) any amount which MPPA may be required during such Month to pay for the prevention or correction of any unusual loss or damage or for renewals, replacements,

repairs, additions, improvements, betterments, and modifications which are required under the Belle River Participation Agreement or which are necessary to keep Belle River in good operating condition or to prevent a loss of revenues therefrom, but in each case only to the extent that (a) funds for such payment are not available to MPPA from any funds or accounts established under the Bond Resolution for such purpose or (b) funds for such payment are not provided by the issuance of Bonds;

(4) the costs of operating and maintaining Belle River and of producing and delivering capacity and energy therefrom during such Month (including administrative and general expenses and working capital, for fuel or otherwise, but excluding Project Energy Related Costs and depreciation) not included in the costs specified in the other items of this definition and properly chargeable to Belle River;

(5) the amount required under the Bond Resolution to be paid or deposited during such Month into any fund or account established by the Bond Resolution or otherwise for the payment of interest on Bond Anticipation Notes allocable to Belle River;

(6) any additional amount not specified in the other items of this definition (excluding Project Energy Related Costs) which must be paid by MPPA during such Month under the Belle River Participation Agreement;

(7) any additional amount not in excess of 5% of the amount required to be paid pursuant to clause (1) above for financial and economic surveys, studies and work relating to future power supply by the Belle River Project; and

(8) any additional amount allocable to Bonds allocable to Belle River which must be realized by MPPA during such Month in order to meet the Debt Service coverage requirement of any rate covenant of the Bond Resolution with respect to such Bonds or which MPPA deems advisable in the marketing of its Bonds.

Monthly Transmission Costs shall mean, with respect to each Month of each Contract Year, all costs (other than Transmission Utilization Adjustment Costs) attributable to Belle River Transmission, to the extent not paid from the proceeds of Bonds (including

income from investment of such proceeds), [or upfront Cash Election made by Participants.](#) that are paid or incurred by MPPA during such Month resulting from the ownership, operation, maintenance and termination of, and repair, renewals, replacements, additions, improvements, betterments and modifications to, Belle River Transmission and delivery pursuant to the Power Sales Contracts of capacity and energy, including without limitation, the following items of cost:

- (1) the amount required under the Bond Resolution to be paid or deposited during such Month into any fund or account established by the Bond Resolution for the payment of Debt Service on Bonds allocable to Belle River Transmission;
- (2) the amount required under the Bond Resolution to be paid or deposited during such Month into any fund or account established by the Bond Resolution to the extent allocable to Belle River Transmission or in connection with Bonds allocable to Belle River Transmission (other than funds and accounts referred to in clause (1) above), including any amounts required to be paid or deposited by reason of the transfer of moneys from such funds or accounts to the funds or accounts referred to in clause (1) above;
- (3) any amount which MPPA may be required during such Month to pay for the prevention or correction of any unusual loss or damage or for renewals, replacements, repairs, additions, improvements, betterments, and modifications which are required under the Edison Transmission Agreement or the Consumers Transmission Agreement or which are necessary to keep Belle River Transmission in good operating condition or to prevent a loss of revenues therefrom but in each case only to the extent that (a) funds for such payment are not available to MPPA from any funds or accounts established under the Bond Resolution for such purpose or (b) funds for such payment are not provided by the issuance of Bonds;
- (4) the costs of operating and maintaining Belle River Transmission during such Month (including administrative and general expenses and working capital, but excluding Transmission Utilization Adjustment Costs and depreciation), not included in the costs

specified in the other items of this definition and properly chargeable to Belle River Transmission;

(5) the amount required under the Bond Resolution to be paid or deposited during such Month into any fund or account established by the Bond Resolution or otherwise for the payment of interest on Bond Anticipation Notes allocable to Belle River Transmission;

(6) any additional amount not specified in the other items of this definition (excluding Transmission Utilization Adjustment Costs) which must be paid by MPPA during such Month under the Edison Transmission Agreement or the Consumers Transmission Agreement; and

(7) any additional amount allocable to Bonds allocable to Belle River Transmission which must be realized by MPPA during such Month in order to meet the Debt Service coverage requirement of any rate covenant of the Bond Resolution with respect to such Bonds or which MPPA deems advisable in the marketing of its Bonds.

Net Electric Capacity and Energy shall mean the gross electric capability, and associated electric energy, of Belle River less the associated electric energy utilized by Belle River for all processes, auxiliary equipment and systems used or useful in connection with start-up, operation, maintenance, control, supply or shutdown of Belle River including appropriate station service transformer losses.

Participants shall mean the parties, including the Participant, other than MPPA, to Power Sales Contracts substantially similar hereto and named on the Schedule of Participants.

Planned Excess Generating Capacity shall mean, with respect to each Participant for any Contract Year, the amount of such Participant's share of MPPA's Planned Excess Electric Capability and Energy Entitlement in Belle River which MPPA is obligated to sell to The Detroit Edison Company pursuant to Section 6.5 of the Belle River Participation Agreement for such Contract Year, determined by multiplying MPPA's Planned Excess Electric Capability and

Energy Entitlement in Belle River to be sold to The Detroit Edison Company during such Contract Year pursuant to Section 6.5 of the Belle River Participation Agreement by a fraction the numerator of which is such Participant's Power Entitlement Share and the denominator of which is the aggregate Power Entitlement Share of the Participants. Each Participant's Planned Excess Generating capacity, so determined, is shown opposite the name of such Participant in the Schedule of Participants.

Planned Available Consumers Transmission Capacity shall mean, with respect to each Participant for any Contract Year, the amount of such Participant's share of MPPA's Transmission Capacity in Belle River Transmission, which MPPA is obligated to sell to Consumers Power Company pursuant to Sections 6.2 and 6.3 of the Consumers Transmission Agreement, determined by multiplying MPPA's Transmission capacity to be sold to Consumers Power Company during such Contract Year pursuant to Sections 6.2 and 6.3 of the Consumers Transmission Agreement, by a fraction the numerator of which is such Participant's Power Entitlement Share and the denominator of which is the aggregate Power Entitlement Share of the Participants. Each Participant's Planned Available Consumers Transmission capacity, so determined, is shown opposite the name of such Participant in the Schedule of Participants.

Planned Excess Edison Transmission Capacity shall mean, with respect to each Participant for any Contract Year, the amount of such Participant's share of MPPA's Transmission capacity in Belle River Transmission, which MPPA is obligated to sell to The Detroit Edison Company pursuant to Section 6.2 of the Edison Transmission Agreement, determined by multiplying MPPA's Transmission Capacity to be sold to The Detroit Edison Company during such Contract Year pursuant to Section 6.2 of the Edison Transmission Agreement by a fraction the numerator of which is such Participant's Power Entitlement Share and the denominator of which is the aggregate Power Entitlement Share of the Participants. Each Participant's Planned Excess Edison Transmission capacity, so determined, is shown opposite the name of such Participant in the Schedule of Participants.

Point of Delivery shall mean, with respect to each Participant, (i) the point(s) of interconnection between such Participant's system and ~~The Detroit Edison Company system or the Consumers Power Company system, if such Participant is directly connected to The Detroit Edison Company system or the Consumers Power Company system, or (ii) the point(s) of interconnection between another utility system and The Detroit Edison Company system or the Consumers Power Company system, if such Participant is connected to The Detroit Edison Company system or the Consumers Power Company system through an interconnection with such other utility system~~ the Bulk Transmission System, Bulk Sub transmission System, or the Bulk Primary Voltage System as defined in the Transmission Ownership and Operating Agreements.

Power Entitlement Share shall mean, with respect to each Participant, that percentage of Belle River Project Capability shown opposite the name of such Participant in the Schedule of Participants.

Power Sales Contracts shall mean this Belle River Power Sales Contract and the other Belle River Power Sales Contracts, dated the date hereof, between MPPA and the other Participants, all of which are uniform in all material respects in their terms, conditions and provisions with the exception of the Power Entitlement Share, the Transmission Entitlement Share, the ~~Back-up Entitlement Share, if any, the~~ Transmission Cost Factor and the Transmission Utilization Adjustment Factor for each of the Participants.

Project Energy Related Costs shall mean, with respect to Belle River, those costs which vary ~~with~~ the amount of capacity and energy produced from time to time, including without limitation, the cost of fuel, cost of fuel transportation other than fixed costs of transportation, cost of all disposal of wastes directly relating to production of capacity and energy and other costs incurred under the Belle River Participation Agreement which are directly related to the amount of capacity and energy produced under the Belle River Participation Agreement.

Schedule of Participants shall mean the Schedule of Participants attached hereto, as the same may be amended or supplemented from time to time in accordance with the provisions hereof.

Transmission Entitlement Share shall mean, with respect to each Participant, the portion of MPPA's ownership interest, expressed in kilowatts, in Belle River Transmission under the Edison Transmission Agreement and the Consumers Transmission Agreement shown opposite the name of such Participant in the Schedule of Participants.

Transmission Utilization Adjustment Costs shall mean the Utilization Adjustment, expressed in dollars, for MPPA, as determined each year in accordance with the provisions of the Consumers Transmission Agreement.

Transmission Utilization Adjustment Factor shall mean, with respect to each Participant, the factor (expressed as a percentage) to be determined each Contract Year which specifies such Participant's proportionate share of Transmission Utilization Adjustment Costs based on (i) such Participant's Power Entitlement Share for the appropriate Contract Year, (ii) such Participant's Transmission Entitlement Share for the appropriate Contract Year, (iii) such Participant's Planned Available Consumers Transmission Capacity, (iv) such Participant's right to acquire transmission ownership at net or gross plant, as appropriate, and (v) the voltage level of such Participant's Point of Delivery.

Uniform System of Accounts shall mean the Federal Energy Regulatory Commission's "Uniform Systems of Accounts" prescribed for Public Utilities and Licensees (Class A and Class B), in effect as of the date of this Power Sales Contract as such Uniform Systems of Accounts may be modified, amended or supplemented from time to time.

SECTION 2. Term of Contract.

This Power Sales Contract shall become effective upon execution and delivery of Power Sales Contracts by all Participants listed in the Schedule of Participants and shall, unless this Power Sales Contract is terminated pursuant to Section 2830, continue until

the later of (i) the date the principal of, premium, if any, and interest on all Bonds have been paid or funds set aside for the payment thereof or (ii) the date Belle River is retired pursuant to the Belle River Participation Agreement or the interest of MPPA in Belle River is terminated pursuant to the Belle River Participation Agreement or is otherwise disposed of.

SECTION 3. Sale and Purchase.

MPPA hereby sells, and the Participant hereby purchases, the Participant's Power Entitlement Share, ~~the Participant's Transmission Entitlement Share~~ and the Participant's ~~Back-up Transmission~~ Entitlement Share. The Participant shall, in accordance with and subject to the provisions of Section 4, pay MPPA (i) for its Power Entitlement Share, an amount determined by multiplying Monthly Power Costs by the Participant's Power Entitlement Share, ~~(ii) for its Back-up Entitlement Share, an amount determined by multiplying Monthly Back-up costs by a fraction the numerator of which is the Participant's Back-up Entitlement Take and the denominator of which is the aggregate Back-up Entitlement Take of all Participants in such Month, (iii; provided, however, the amount of Debt Service Payments to be paid by a Participant shall be calculated based on the Participant's Debt Service Entitlement Share, if any, (ii) for its share of Project Energy~~ Related Costs, an amount determined by multiplying Project Energy Related Costs by a fraction the numerator of which is the number of kilowatt hours of energy scheduled from Belle River by the Participant during the Month to which such payment relates and the denominator of which is the total kilowatt hours of energy scheduled from Belle River by all Participants during such Month, ~~(iv) for its share of Back-up Energy Related Costs, if any, an amount determined by multiplying Back-up Energy Related Costs by a fraction the numerator of which is the number of kilowatt hours of Back-up Energy scheduled by the Participant during the Month to which such payment relates and the denominator of which is the total kilowatt hours of Back-up Energy scheduled by all Participants during such Month, (viii) for its Transmission Entitlement Share, amounts determined by multiplying~~ Monthly Transmission costs attributable to the Consumers Transmission Agreement by the Participant's Consumers Transmission Cost Factor and Monthly Transmission Costs attributable to the Edison Transmission Agreement by the Participant's Edison

Transmission Cost Factor and aggregating such amounts and (viiv) for its share of Transmission Utilization Adjustment Costs, if any, an amount determined by multiplying Transmission Utilization Adjustment Costs by the Participant's Transmission Utilization Adjustment Factor (which amount, if negative, is to be credited to Participant). Such payments are to be computed and made as provided in Section 4 below.

SECTION 4. Method of Payment.

(a) On or before 30 days prior to the estimated commencement of the first Contract Year and on or before December 1 prior to the beginning of each Contract Year thereafter, MPPA shall prepare and e-mail to the Participant a budget showing an estimate by Month of the Monthly Power Costs, Monthly Transmission Costs, ~~Monthly Back-up Costs,~~ Project Energy Related Costs, Transmission Utilization Adjustment ~~costs~~ Costs, and ~~Back-up Energy Related Costs, if any, and upon request of the Participant,~~ the Participant's share of each, for the following Contract Year, which estimates will establish the basis for the Participant's payments in respect of Monthly Power Costs, Monthly Transmission Costs, -Project Energy Related Costs, and Transmission Utilization Adjustment Costs allocable to the Participant as hereinafter provided:-

(b) On or before the 10th day of each Month beginning with the second Month of the first Contract Year, MPPA shall render to the Participant a monthly statement showing, in each case with respect to the prior Month, (i) the amount payable by the Participant in respect of Monthly Power Costs; (ii) the amount payable by the Participant in respect of Monthly Transmission Costs; (iii) the amount payable by the Participant, ~~if any,~~ in respect of ~~Monthly Back-up~~ Project Energy Related Costs; (iv) the amount payable by the Participant in respect of ~~Project Energy Related Costs;~~ (v) ~~the amount payable by the Participant in respect of~~ Transmission Utilization Adjustment Costs; (vi) ~~the amount payable, if any, by the Participant in respect of~~ Back-up Energy Related Costs; (vii) the amount, if any, credited to or payable by the Participant with respect to any adjustment for actual Monthly Power Costs, Monthly Transmission Costs, ~~Monthly Back-up Costs,~~

Project Energy Related Costs, ~~and~~ Transmission Utilization Adjustment Costs ~~and Back-up Energy Related Costs~~ incurred during a prior Month for which credit or payment has not been made: ~~(viii); (vi)~~ the credits, if any, against Monthly Power Costs and Monthly Transmission Costs determined in accordance with paragraphs ~~(j); (ki)~~ and ~~(1j)~~ of this Section 4; and ~~(ixvii)~~ any other amounts (except amounts in respect of Monthly Power Costs, which amounts are intended to be billed exclusively pursuant to clause (i) above, ~~and~~ amounts in respect of Monthly Transmission Costs, which amounts are intended to be billed exclusively pursuant to clause (ii) above, ~~and amounts in respect of Monthly Back-up Costs, which amounts are intended to be billed exclusively pursuant to clause (iii) above;~~) payable by or credited to such Participant pursuant to this Power Sales Contract or the Bond Resolution not otherwise shown; and such Participant shall pay the total of such amounts at the times specified in paragraph (d) of this Section 4. ~~Subject to the provisions of Section 4(j) of this Power Sales Contract, if the total of such amounts shows a net credit to the Participant, MPPA shall, to the extent moneys are or at any time become available for such purpose in the Project Account in the General Reserve Fund held under the Bond Resolution, pay to the Participant the amount of such net credit.~~

~~(c) — At the end of each quarter during each Contract Year and at other~~ (c) At times as it shall deem desirable, MPPA shall review its budget of Monthly Power Costs and Monthly Transmission Costs for the Contract Year and any adjustment thereof or credit thereto pursuant to paragraphs ~~(j); (ki)~~ and ~~(1j)~~ of this Section 4 and ~~Monthly Back-up Costs~~, Project Energy Related Costs, ~~and~~ Transmission Utilization Adjustment Costs ~~and Back-up Energy Related Costs~~ for the Contract Year. In the event such review indicates that such budget does not or will not substantially correspond with actual receipts or expenditures, or if at any time during such Contract Year there are or are expected to be extraordinary receipts, credits or payments of costs substantially affecting Monthly Power Costs and Monthly Transmission Costs and any adjustment thereof or credit thereto pursuant to paragraphs ~~(j); (ki)~~ and ~~(1j)~~ of this Section 4 and ~~Monthly Back-up Costs~~,

Project Energy Related Costs, ~~and Transmission Utilization Adjustment Costs and Back-up Energy Related Costs~~, MPPA shall prepare and ~~mailemail~~ to the Participant a revised budget incorporating adjustments to reflect such receipts, credits or payments which shall supersede the previous such budget as a basis for the Participant's monthly payments hereunder for the balance of that Contract Year.

(d) Monthly payments required to be paid to MPPA pursuant to this Section 4 shall be due and payable to MPPA ~~at the principal office of MPPA, or such other address via electronic payment~~ as MPPA shall designate in writing to the Participant, on the 25th day of the Month following the Month with respect to which the monthly statement therefor was rendered.

(e) If payment in full is not made on or before the close of business on the due date, a delayed-payment charge on the unpaid amount due for each day overdue will be imposed at a rate equal to the annual percentage rate of interest being charged on such day for ~~90-the prime lending rate as may from time to time be published in The Wall Street Journal under "Money Rate" on such day loans to substantial and responsible borrowers by the National Bank of Detroit, (or if not published on such day the most recent preceding day on which published)~~, plus ~~1%;two percent (2%)~~, or the maximum rate lawfully payable by the Participant, whichever is less. If the due date is Saturday, Sunday or a bank holiday, the next following business day shall be the last day on which payment may be made without the addition of the delayed-payment charge.

(f) In the event of any dispute as to any portion of any monthly statement, the Participant shall nevertheless pay the full amount of the disputed charges when due and shall give written notice of the dispute to MPPA not later than the date such payment is due. Such notice shall identify the disputed bill, state the amount in dispute and set forth a full statement of the grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges unless notice is given as aforesaid. MPPA shall give consideration to such dispute and shall advise the Participant with regard to its position relative thereto within thirty (30) days following receipt of such written notice.

Upon final determination (whether by agreement, arbitration, adjudication or otherwise) of the correct amount, any difference between such correct amount and such full amount shall be subtracted from the statement next submitted to the Participant after such determination.

~~(g) On or before one hundred eighty days after the end of each Contract Year, MPPA will submit to the Participant a detailed statement of the actual aggregate Monthly Power costs and Monthly Transmission Costs and any adjustment thereof or credit thereto pursuant to paragraphs (j), (k) and (l) of this Section 4, Monthly Back-up Costs, Project Energy Related Costs, Transmission Utilization Adjustment Costs and Back-up Energy Related Costs, and the Participant's share of each, and all and other amounts payable by or credited to the Participant pursuant hereto for all of the Months of such Contract Year, and adjustments of the aggregate Monthly Power Costs and Monthly Transmission Costs; if any, for any prior Contract Year and any adjustment thereof or credit thereto pursuant to paragraphs (j), (k) and (l) of this Section 4 and Monthly Back-up Costs, Project Energy Related Costs, Transmission Utilization Adjustment Costs and Back-up Energy Related Costs allocable to the Participant, based on the annual audit of accounts provided for in Section 11 hereof. If, on the basis of the statement submitted as provided in this paragraph (g), the actual aggregate Monthly Power Costs and Monthly Transmission Costs and any adjustment thereof or credit thereto pursuant to paragraphs (j), (k) and (l) of this Section 4 and Monthly Back-up Costs, Project Energy Related Costs, Transmission Utilization Adjustment Costs and Back-up Energy Related Costs allocable to the Participant and other amounts payable for any Contract Year exceed the estimate thereof on the basis of which the Participant has been billed, the Participant shall pay MPPA promptly the amount of such excess. If, on the basis of the statement submitted pursuant to this paragraph (g), the actual aggregate Monthly Power Costs and Monthly Transmission Costs and any adjustment thereof or credit thereto pursuant to paragraphs (j), (k) and (l) of this Section 4 and Monthly Back-up Costs, Project Energy Related Costs, and Transmission Utilization Adjustment Costs and Back-up Energy Related Costs allocable to the Participant or other amounts payable for any Contract Year are less than the estimate therefore on the basis of~~

~~which such Participant has been billed, MPPA shall credit such Participant's next monthly statement or statements pursuant to this Section 4.~~

~~(h) — Project Energy Related Costs, and Transmission Utilization Adjustment Costs and Back-up Energy Related~~(g) Project Energy Related Costs, and Transmission Utilization Adjustment Costs, including any adjustments thereto, shall be determined by MPPA in accordance with the applicable provisions of this Power Sales Contract, the Belle River Participation Agreement, the Edison Transmission Agreement and the Consumers Transmission Agreement, respectively. The Participant shall pay such amounts pursuant to paragraphs (b) and (d) of this Section 4.

(ih) The obligation of the Participant to make the payments under this Section 4 for Monthly Power Costs, Monthly Transmission Costs, ~~Monthly Back-up Costs~~, Project Energy Related Costs, and Transmission Utilization Adjustment ~~Costs and Back-up Energy Related~~ Costs shall constitute an obligation of the Participant payable as an operating expense of the Participant's electric system solely from the revenues and other available funds of the electric system, and such payments shall be made for any Month during any part of which Belle River was in service ~~or Back-up Entitlement Take was made available to the Participant.~~ Payments required to be made by the Participant under this Power Sales Contract are conditioned on power and energy being made available to the Participant. Accordingly, the Participant shall not be required to make any payment with respect to any Month during which Belle River is wholly out of service for the entire Month ~~and during which no Back-up Energy is made available to the Participant.~~ For any Month during any portion of which Belle River is in service ~~or Back-up Entitlement Take is made available to the Participant~~, the obligations of the Participant to make such payments shall not be subject to any reduction, whether by offset, counterclaim, or otherwise, and shall not, except as provided in this paragraph (ih), be conditioned upon the performance by MPPA under this or any other agreement or instrument.

~~(j) — Pursuant to the Belle River Participation Agreement, MPPA has agreed to sell to The Detroit Edison Company Planned Excess Generating Capacity associated with Belle River which is the aggregate of the Planned Excess Generating Capacity of the~~

~~Participants. Pursuant to the Edison Transmission Agreement, MPPA has agreed to sell to The Detroit Edison Company Planned Excess Transmission Capacity associated with the portion of Belle River Transmission provided by the Edison Transmission Agreement which is the aggregate of the Planned Excess Edison Transmission Capacity of the Participants. Pursuant to the Consumers Transmission Agreement, MPPA has agreed to sell to Consumers Power Company Planned Available Consumers Transmission Capacity associated with the portion of Belle River Transmission provided by the Consumers Transmission Agreement which is the aggregate of the Planned Available Consumers Transmission Capacity of the Participants. The anticipated proceeds from such sales of such Planned Excess Generating Capacity, Planned Excess Edison Transmission Capacity and Planned Available Consumers Transmission Capacity shall be estimated in preparing the budgets required under this Section 4. Any revenues actually received by MPPA as a result of such sales of Planned Excess Generating Capacity, Planned Excess Edison Transmission Capacity and Planned Available Consumers Transmission Capacity shall be applied first to Monthly Power Costs and Monthly Transmission Costs allocable to the Planned Excess Generating Capacity, Planned Excess Edison Transmission Capacity and Planned Available Consumers Transmission Capacity and any remaining amounts shall be used, in such proportions and at such times as MPPA, in its sole discretion, shall determine (i) to retire Bonds by purchase or redemption (ii) to pay any costs which may be paid from the proceeds of additional Bonds pursuant to Sections 13(a) and (b) of this Power Sales Contract and (iii) for any other lawful purpose.~~

(k)(i) The amount, if any, transferred pursuant to the Bond Resolution from the General Reserve Fund to the Revenue Fund during any Month shall be credited against Monthly Power Costs and Monthly Transmission Costs for such Month in the proportion that Debt Service for such Month on Bonds allocated to Belle River and on Bonds allocated to Belle River Transmission, respectively, bears to the aggregate of Debt Service on all Bonds for such Month.

(lj) MPPA shall use its best efforts to collect or cause to be collected and shall apply to the retirement of Bonds allocated to Belle River or to Belle River Transmission, as

appropriate, by purchase or redemption, to the extent not credited or to be credited against the Cost of Acquisition and Construction or required to be otherwise applied under the Bond Resolution, all receipts, revenues and other moneys received by it or credited to it from insurance proceeds, condemnation awards damages in connection with the construction of Belle River and Belle River Transmission collected from contractors, subcontractors or others and proceeds from the sale or other disposition of surplus property, all related to the Belle River Project. MPPA shall apply interest earned on investments held under the Bond Resolution to the extent not credited against the Cost of Acquisition and Construction in accordance with the Bond Resolution.

SECTION 5. Scheduling of Deliveries.

The Participant shall be entitled to ~~schedule~~ the production of electric capacity and energy to which the Participant is entitled under this Power Sales Contract. ~~The Participant shall provide to MPPA or its designee written schedules, including revisions from time to time, for such production and use. The written schedules shall be submitted to MPPA by the Participant in a manner and form sufficient to allow MPPA to satisfy the requirements of the Belle River Participation Agreement for scheduling and to prepare the budgets required under Section 4.~~ Subject to the applicable provisions of the Belle River Participation Agreement, MPPA shall use its best efforts to schedule or cause to be scheduled such production ~~and use in accordance with the schedules furnished to it by the Participant as herein provided, including revisions thereto;~~ provided, that the Participant's dispatcher shall be permitted to maintain communication with MPPA for purposes of modifying schedules during periods of emergency or for economic dispatch of energy production; and provided further, that ~~the Participant shall promptly notify MPPA of any such schedule modifications and MPPA shall neither schedule nor dispose of capacity and energy in any way which would cause MPPA to be in violation of the Belle River Participation Agreement. MPPA shall inform the Participant's dispatcher when the Participant's schedule of energy production in any hour shall be increased to the Participant's Minimum Loading Level. MPPA shall use its best efforts to keep the Participant informed of all matters which~~

may affect the Participant's ability to carry out the provisions of this Section 5. All schedules, including revisions thereto, shall be adjusted after the fact by MPPA to reflect actual deliveries of electric capacity and energy under this Power Sales Contract.

At any time Belle River is operable or operating, the Participant shall not be entitled to schedule in any hour production of power and energy in excess of such Participant's Power Entitlement Share, less such Participant's Planned Excess Generating Capacity for the Contract Year. At any time Belle River is not operable or operating, the Participant shall not be entitled to schedule in any hour delivery of Back-up Energy in excess of such Participant's Back-up Entitlement Take.

Not less than 13 Months before commencement of each Contract Year, the Participant shall notify MPPA in writing of the amount of Back-up Entitlement Take the Participant intends to receive in such Contract Year.

SECTION 6. — Point of Delivery.

Capacity and energy scheduled by the Participant pursuant to Section 5 of this Power Sales Contract will be delivered at the Participant's Point of Delivery. The Participant shall be responsible for delivery of capacity and energy from the Point of Delivery to the Participant's system.

SECTION 7. — Reactive Power:

_____. The Participant shall provide the reactive power requirements of its electric system so that electric capacity and energy delivered to the Participant pursuant to this Power Sales Contract shall be at unity power factor except, if the Point of Delivery is interconnected with the Consumers Power Company, when necessary for proper operation of Consumers Power Company's high voltage transmission system as determined by Consumers Power Company; or, if the Point of Delivery is interconnected with The Detroit Edison Company, when necessary for proper operation of The Detroit Edison Company's high voltage transmission system as

determined by The Detroit Edison Company. Unless mutually agreed to by MPPA, the Participant and Consumers Power Company, the Participant shall take appropriate action after consultation with Consumers Power Company to maintain a flow of reactive power from the Consumers Power Company system, to, or for the account of, the Participant to as near zero as practical.

SECTION 8. — Emergency Curtailment:

The electric capacity and energy associated with the Participant's Back-up Entitlement Take to be purchased by the Participant pursuant to this Power Sales Contract is to be provided from reserves made available from generating units of The Detroit Edison Company and arrangements made by The Detroit Edison Company with other utilities with whom The Detroit Edison Company and Consumers Power Company have interconnection agreements. In the event such reserves are, or are anticipated by The Detroit Edison Company to become, inadequate to maintain a frequency of 60 hertz on The Detroit Edison Company load frequency control system, the Participant shall be obligated to make a prorata reduction in the scheduled delivery of electric capacity and energy associated with the Participant's Back-up Entitlement Take up to and including the total amount thereof as may be determined by MPPA after consultation with The Detroit Edison Company. Further, the Participant shall automatically reduce (prorata) its electric capacity and energy connected with its Back-up Entitlement Take when the frequency of The Detroit Edison Company load frequency control system drops to 58.5 hertz or below. Such reductions in electric capacity and energy shall not result in any decrease in the Monthly Back-up Costs to be paid by the Participant to MPPA under this Power Sales Contract.

SECTION 9: Availability of Entitlement Shares.

Except as provided otherwise by this Power Sales Contract, and subject to the provisions of the Belle River Participation Agreement, the Edison Transmission Agreement and the Consumers Transmission Agreement, respectively, the Participant's Power Entitlement Share, and Transmission Entitlement Share and Back-up Entitlement Share shall be made available in accordance with this Power Sales Contract during the term of this Power Sales Contract; provided, however, that non--delivery of electric power and

energy for any reason for any part, but not all, of a Month shall not relieve the Participant from its obligations to make its payments under Section 4 hereof.

SECTION 108. Insurance.

Subject to the provisions of the Belle River Participation Agreement, the Edison Transmission Agreement, the Consumers Transmission Agreement and the Bond Resolution, MPPA shall maintain, or cause to be maintained, in force, as part of the Cost Of Acquisition And Construction, Monthly Power Costs or Monthly Transmission Costs, as appropriate, insurance with responsible insurers with policies payable to the parties as their interests shall appear, against risk or direct physical loss, damage or destruction of the Belle River Project, at least to the extent that similar insurance is usually carried by utilities constructing and operating electric generation and transmission facilities of the nature of the generation and transmission facilities of the Belle River Project, including liability insurance and employers' liability, all to the extent available at reasonable cost but in no case less than will satisfy all applicable regulatory requirements.

SECTION 119. Accounting.

MPPA agrees to keep accurate records and accounts relating to the Belle River Project and relating to Monthly Power Costs, Monthly Transmission Costs, ~~Monthly Back-up Costs~~, Project Energy Related Costs, ~~and~~ Transmission Utilization Adjustment ~~Costs and Back-up Energy Related~~ Costs in accordance with the Bond Resolution and the Uniform System of Accounts, separate and distinct from its other records and accounts. The accounts shall be audited annually by a firm of certified public accountants, experienced in public finance and electric utility accounting and of national reputation, to be employed by MPPA. A copy of each annual audit, including all written comments and recommendations of such accountants, shall be furnished by MPPA to the Participant not later than 180 days after the end of each Contract Year.

The Participant agrees to keep accurate records and accounts relating to the conduct of its business and ~~shall keep separate and distinct from its other records and~~

~~accounts accurate records and accounts relating to this Power Sales Contract. The~~

accounts shall be audited annually by a firm of certified public accountants, experienced in electric utility accounting, to be employed by the Participant. A copy of each annual audit, including all written comments and recommendations of such accountants, shall be furnished by the Participant to MPPA not later than 180 days after the termination of its fiscal year.

SECTION 1210. Information to be Made Available.

(a) Subject to the provisions of the Belle River Participation Agreement, the Edison Transmission Agreement and the Consumers Transmission Agreement:

(1) all books of account, records, documentation and contracts in the possession of MPPA relating to the construction ~~and~~, operation ~~and conversion~~ of the Belle River ~~Project~~ ~~Project's fuel source from coal to natural gas~~ shall be available for examination by the Participant;

(2) copies of all agreements and data in the possession of MPPA relating to the financing of the Belle River Project shall be available for examination by the Participant;

(3) copies of all operating and financial records and reports relating to the Belle River Project in the possession of MPPA shall be available for examination by the Participant; and

(4) copies of policies of insurance carried pursuant to Section ~~108~~ hereof shall be available for examination by the Participant.

(b) The Participant shall, upon request, furnish to MPPA all such information, certificates, engineering reports, feasibility reports, financial statements, opinions of counsel (including the opinion required by subsection (c) hereof) and other documents as shall be reasonably necessary in connection with the financing of the Belle River Project and the cost of producing or obtaining the same shall be a part of the Cost Of Acquisition And Construction.

~~(c)~~ The (c) If required by MPPA in connection with a bond financing, the

Participant shall, concurrently with the execution and delivery of this Power Sales Contract, cause an opinion or opinions in form and substance satisfactory to MPPA to be delivered by one or more attorneys or firms of attorneys satisfactory to MPPA with respect to the authorization, execution and validity of this Power Sales Contract as it relates to the Participant, and, if the Participant shall have bonds outstanding secured by revenues of its electric system, the legality under the terms and conditions of the ordinance, resolution, indenture or other contractual arrangement with the holders of such bonds of the performance by the Participant of its covenants and agreements under this Power Sales Contract.

SECTION 1311. Additional Bonds and Refunding Bonds.

(a) Additional Bonds may be sold and issued by MPPA in accordance with the provisions of the Bond Resolution at any time and from time to time in the event, for any reason, the proceeds derived from the sale of Bonds prior to such time shall be insufficient for the purpose of paying the Cost Of Acquisition And Construction of the Belle River Project.

(b) Additional Bonds may be sold and issued by MPPA in accordance with the provisions of the Bond Resolution at any time and from time to time in the event funds are required to pay the cost of (i) any renewals, replacements, repairs, additions, betterments, modifications, -or improvements to the Belle River Project necessary to keep the Belle River Project in good operating condition or to prevent a loss of revenues therefrom; ~~(ii)~~ (ii) converting the fuel source from coal to natural gas; ~~(iii)~~ (iii) additions, improvements, repairs and modifications to the Belle River Project and any retirement or disposal of the Project required by any governmental agency having jurisdiction over the Belle River Project or for which MPPA shall be responsible under the Belle River Participation Agreement, the Edison Transmission Agreement or the Consumers Transmission Agreement; ~~(iiiiv)~~ (iv) additional fuel inventory or any right thereto for the Belle River Project to the extent that additional funds are not available to pay the costs thereof; ~~(ivv)~~ (v) transmission facilities required to be

purchased by MPPA pursuant to the Edison Transmission Agreement or the Consumers Transmission Agreement subsequent to the initial purchase of facilities thereunder; (vvi) capital costs incurred pursuant to actions taken under the Belle River Participation Agreement, the Edison Transmission Agreement and the Consumers Transmission Agreement, whether required or optional; and (viii) any amounts relating to the Belle River Project which MPPA is required to pay to any third party or parties by reason of any judgment or order of any court, commission, bureau, board or regulatory authority of competent ~~juris- diction~~jurisdiction to the extent that sufficient funds are not available therefor in any Fund or Account under the Bond Resolution.

(c) Any such additional Bonds shall be secured by the pledge made pursuant to the provisions of Section 1715 of this Power Sales Contract of the payments required to be made by the Participant under Section 4 of this Power Sales Contract, and all other payments attributable to the Belle River Project and the Belle River Participation Agreement to be made in accordance with or pursuant to any other provision of this Power Sales Contract, as such payments may be increased and extended by reason of the issuance of such additional Bonds, and such additional Bonds may be issued in amounts sufficient to pay the full amount of such costs and to provide such reserves as may be reasonably determined by MPPA to be desirable. Any such additional Bonds issued in accordance with the provisions of this Section 1311 and secured by the pledge of payments to be made in accordance with the provisions of this Section 1311 may rank pari passu as to the security afforded by the provisions of this Power Sales Contract with all Bonds theretofore issued pursuant to and secured in accordance with the provisions of this Power Sales Contract.

(d) In the event Monthly Power Costs or Monthly Transmission Costs may be reduced by the refunding of any Bonds then outstanding or in the event it shall otherwise be advantageous, in the opinion of MPPA, to refund any Bonds MPPA may issue and sell refunding Bonds in accordance with the Bond Resolution to be secured by the pledge made pursuant to the provisions of Section 1715 of this Power Sales Contract of the payments required to be made by the Participant under Section 4 of this Power Sales Contract and all

other payments attributable to the Belle River Project and the Belle River Participation Agreement to be made in accordance with or pursuant to any other provision of this Power Sales Contract. Any such refunding Bonds issued in accordance with the provisions of this Section ~~13~~11 and secured by the pledge of such payments may rank pari passu as to the security afforded by the provisions of this Power Sales Contract with all Bonds theretofore issued pursuant to and secured in accordance with the provisions of this Power Sales Contract.

SECTION ~~14~~ 12. Disposition or Termination of the Belle River Project.

Except as provided in this Section ~~14~~12, MPPA shall not sell or otherwise dispose of any interest in the Belle River Project without the consent of the Participant. Subject to the provisions of the Bond Resolution, ~~this~~ Section ~~14~~12 shall not prohibit a merger or consolidation or sale of all or substantially all ~~of~~ the property of MPPA. Subject to the provisions of the Belle River Participation Agreement, the Edison Transmission Agreement and the Consumers Transmission Agreement, if the Belle River Project shall be terminated, MPPA shall use its best efforts to cause the Belle River Project to be economically salvaged, discontinued, disposed of or sold in whole or in part. MPPA shall make monthly accounting statements to the Participant of all costs associated therewith. Such monthly accounting statements shall continue until the Belle River Project has been salvaged, discontinued or finally disposed of hereunder, at which time a final accounting statement with respect thereto shall be made by MPPA at the earliest reasonable time. The costs of salvage, discontinuance or disposition shall include, but shall not be limited to, all accrued costs and liabilities resulting from the construction, operation (including cost of fuel), maintenance of and renewals and replacements to the Belle River Project. Such final accounting statement shall credit the Participant, and deduct from any amount otherwise chargeable to it, the fair market value of any assets related to the Belle River Project then retained by MPPA. If any such final accounting statement shows that the costs referred to above exceed such credits after application by MPPA of all available funds held under the Bond Resolution for such purpose, the Participant shall pay MPPA the amount shown to be due to such final accounting statement. If any such final accounting statement shows that

the costs referred to above are less than such credits after application by MPPA of all other available funds held under the Bond Resolution for such purpose, MPPA shall, subject to provisions of the Bond Resolution, pay the Participant, as an adjustment for overpayments of Monthly Power Costs, an amount equal to the amount of the excess credit.

SECTION 1513. Participant Covenants.

The Participant agrees to maintain its electric system in good operating order, to cooperate with MPPA in the performance of the respective obligations of such Participant and MPPA under this Power Sales Contract and to fix, charge and collect rents, rates, fees and charges for electric power and energy and other services, facilities, and commodities, sold, furnished, or supplied through its electric system sufficient to provide revenues adequate to meet its obligations under this Power Sales Contract and to pay other amounts payable from or constituting a charge and lien upon such revenues, including amounts sufficient to pay the principal of and interest on all revenue bonds related to the Participant's electric system and, to the extent being paid from revenues of such electric system, all general obligation bonds of the Participant now outstanding or hereafter issued for purposes related to its electric system.

SECTION 1614. Operation and Maintenance.

Subject to the provisions of the Belle River Participation Agreement, the Edison Transmission Agreement and the Consumers Transmission Agreement, MPPA covenants and agrees that it will use its best efforts to operate, maintain and manage the Belle River Project or cause the same to be operated, maintained and managed in an efficient and economical manner.

SECTION 1715. Pledge of Payments.

All payments required to be made by the Participant pursuant to the provisions of Section 4, and all other payments attributable to the Belle River Project or the Belle River Participation Agreement to be made in accordance with or pursuant to any other provision of this Power Sales Contract, shall be pledged to secure the payment of Bonds.

SECTION 1816. Event of Default.

Failure of the Participant to make to MPPA any of the payments when due for which provision is made in this Power Sales Contract shall constitute an immediate default on the part of the Participant.

SECTION 19-17. Continuing Obligation, Right to Discontinue Service.

In the event of any default referred to in Section 1816, the Participant shall not be relieved of its liability for payment of the amounts in default and MPPA shall have the right to recover from the Participant any amount in default. In enforcement of any such right of recovery, MPPA may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation to make any payment for which provision is made in this Power Sales Contract against the Participant, and MPPA may, upon sixty days written notice ~~ofto~~ the Participant, cease and discontinue providing all or any portion of the Participant's Power Entitlement Share, ~~and Transmission Entitlement Share and Back-up Entitlement Share~~ Entitlement Share.

SECTION 20-18. Transfer of Entitlement Shares Following Default.

In the event of a default by any Participant and discontinuance of service pursuant to Section 1917 of such Participant's Power Sales Contract, (a) MPPA shall first offer to transfer to all other Participants which are not in default a pro rata portion of the defaulting Participant's Power Entitlement Share, ~~and Transmission Entitlement Share and Back-up~~ Entitlement Share which shall have been discontinued by reason of such default; any part of such Power Entitlement Share, ~~and Transmission Entitlement Share or Back-up Entitlement Share~~ of a defaulting Participant which shall be declined by any ~~nondefaulting non-defaulting~~ Participant shall be reoffered pro rata to the ~~nondefaulting non-defaulting~~ Participants which have accepted in full the first such offer, ~~and~~ such reoffering shall be repeated until

such defaulting Participant's Power Entitlement Share; ~~and~~ Transmission Entitlement Share ~~and Back-up Entitlement Share~~ have been reallocated in full or until all ~~nondefaulting~~~~non-defaulting~~ Participants have declined to take any additional portion of such defaulting Participant's Power Entitlement Share; ~~and~~ Transmission Entitlement Share ~~and Back-up~~ Entitlement Share; (b) in the event less than all of a defaulting Participant's Power Entitlement Share ~~and~~ Transmission ~~Entitlement Share and Back-up~~ Entitlement Share shall be accepted by the other Participants which are not in default pursuant to clause (a), MPPA shall use its reasonable best efforts to sell the remaining portion of a defaulting Participant's Power Entitlement Share; ~~and~~ Transmission ~~Entitlement Share and Back-up~~ Entitlement Share for the remaining term of such defaulting Participant's Power Sales Contract with MPPA; the agreement for such sale shall contain such terms and conditions as will not adversely affect the security for the Bonds afforded by the Power Sales Contract of such defaulting Participant, including provisions for discontinuance of service upon default, and as are otherwise acceptable to MPPA; in the event of default and discontinuance of service under such agreement, the Power Entitlement Share; ~~or~~ Transmission Entitlement Share ~~or Back-up Entitlement~~ sold pursuant to such contract shall be offered and transferred as provided for defaulting Participants in this Section 2018; (c) in the event less than all of a defaulting Participant's Power Entitlement Share; ~~and~~ Transmission ~~Entitlement Share and Back-up~~ Entitlement Share shall be accepted by the Participants which are not in default pursuant to clause (a) or sold pursuant to clause (b) of this Section, MPPA shall transfer, on a pro rata basis, (based on original Power Entitlement Share; ~~and~~ Transmission Entitlement Share ~~and Back-up Entitlement Share~~) to all other Participants which are not in default, the remaining portion of such defaulting Participant's Power Entitlement Share; ~~and~~ Transmission Entitlement Share ~~and Back-up Entitlement Share~~; (d) any portion of the Power Entitlement Share; ~~and~~ Transmission Entitlement Share ~~and Back-up Entitlement~~

~~Share~~ of a defaulting Participant transferred pursuant to this Section to a ~~nondefaulting~~~~non-defaulting~~ Participant shall become a part of and shall be added to the Power Entitlement Share; ~~and~~ Transmission ~~Entitlement Share and Back-up~~ Entitlement Share of each transferee Participant, and the transferee Participant shall be obligated to pay for its Power Entitlement Share; ~~and~~ Transmission Entitlement Share ~~and Back-up Entitlement Share~~ increased as aforesaid, as if the Power Entitlement Share; ~~and~~ Transmission ~~Entitlement Share and Back-up~~ Entitlement Share of the transferee Participant, increased as aforesaid, had been stated originally as the Power Entitlement Share; ~~and~~ Transmission ~~Entitlement Share and Back-up~~ Entitlement Share of the transferee Participant in its Power Sales Contract with MPPA; provided, however, that in no event shall any transfer of any part of a defaulting Participant's Power Entitlement Share; ~~and~~ Transmission ~~Entitlement Share and Back-up~~ Entitlement Share pursuant to clause (c) of this Section result in a transferee Participant having a Power Entitlement Share; ~~Trans-mission Entitlement Share or Back-up or Transmission~~ Entitlement Share (including transfers to such transferee Participant pursuant to clause (a) of this Section) in excess of 125% of its original Power Entitlement Share; ~~or~~ Transmission Entitlement Share ~~or Back-up Entitlement Share~~; (e) to the extent that Bonds are outstanding, the Debt Service Step-Up Obligation shall be equal to the Power Entitlement Share multiplied by the outstanding principal amount of the Bonds multiplied by 25% plus the Debt Service Entitlement Share multiplied by the outstanding principal amount of the Bonds; and (ef) in the event less than all of a defaulting Participant's Power Entitlement Share; Transmission Entitlement Share ~~and Back-up Entitlement Share~~ shall be sold or transferred to ~~nondefaulting~~~~non-defaulting~~ Participants pursuant to this Section 2018, MPPA shall use its reasonable best efforts to sell the remaining portion of a defaulting Participant's Power Entitlement Share; ~~and~~ Transmission ~~Entitlement Share and Back-up~~ Entitlement Share or the energy associated therewith on such

terms and conditions as are acceptable to MPPA. The defaulting Participant shall remain liable, except that the obligation of the defaulting Participant to pay MPPA shall be reduced to the extent that payments shall be received by MPPA for that portion of the defaulting Participant's Power Entitlement Share and Transmission Entitlement Share which may be transferred or sold as provided in this Section 2018.

SECTION 2119. Other Default by Participant.

In the event of a failure of the Participant to fix, charge or collect rates or charges adequate to provide revenue sufficient to enable the Participant to pay all amounts due to MPPA under this Power Sales Contract or in the event of any default by the Participant under any other covenant, agreement or obligation of this Power Sales Contract, MPPA may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Power Sales Contract against the Participant.

SECTION 2220. Default by MPPA.

In the event of any default by MPPA under any covenant, agreement or obligation of this Power Sales Contract, the Participant's remedy for such default shall be limited to mandamus, injunction, action for specific performance or any other available equitable remedy as may be necessary or appropriate.

SECTION 2321. Abandonment of Remedy.

In case any proceeding taken on account of any default shall have been discontinued or abandoned for any reason, the parties to such proceedings shall be restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of MPPA and the Participant shall continue as though no such proceedings had been taken.

SECTION 2422. Waiver of Default.

Any waiver at any time by either MPPA or the Participant of its rights with respect to any default of the other party hereto, or with respect to any other matter arising in connection with this Power Sales Contract, shall not be a waiver with respect to any subsequent default, right or matter.

SECTION 2523. Excess Funds.

Subject to the provisions of the Bond Resolution, in the event the proceeds derived from the sale of Bonds exceeds in the aggregate the amount of funds required for the purposes specified in this Power Sales Contract for the application thereof, the amount of such excess shall be used to retire, by purchase or redemption, Bonds in the manner permitted under the Bond Resolution.

SECTION 26-24. Relationship to and Compliance with Other Instruments.

(a) It is recognized by the parties hereto that MPPA, in undertaking, or causing to be undertaken, the planning, financing, construction, -acquisition, operation and [maintenance, and coal to natural gas fuel conversion](#) of the Belle River Project, must comply with the requirements of the Bond Resolution, the Belle River Participation Agreement, the Edison Transmission Agreement, the Consumers Transmission Agreement and all licenses, permits and regulatory approvals necessary therefor, and it is therefore agreed that this Power Sales Contract is made subject to the terms and provisions of the Bond Resolution, the Belle River Participation Agreement, the Edison Transmission Agreement, the Consumers Transmission Agreement and all such licenses, permits and regulatory approvals.

(b) MPPA covenants and agrees to use its best efforts for the benefit of the Participant to comply in all material respects with all terms, conditions and covenants of the Bond Resolution, the Belle River Participation Agreement, the Edison Transmission Agreement, the Consumers Transmission Agreement and all licenses, permits and regulatory approvals relating thereto.

SECTION 2725. Measurement of Energy.

MPPA will or will cause ~~The Detroit Edison~~DTE Electric Company to install, maintain and operate the metering equipment, including area interchange metering and telemetering equipment, required to measure the quantities of energy produced and delivered from Belle River. MPPA shall have the option of metering at a location other than Belle River, in which event the measurements shall be appropriately adjusted for losses. At least once in each Contract Year MPPA will make or cause to be made such tests and inspections of the meters as may be necessary to maintain them at the highest practical commercial standard of accuracy.

SECTION 2826. Liability of Parties.

MPPA and the Participant shall assume full responsibility and liability for the maintenance and operation of their respective properties and each shall, to the extent permitted by law, indemnify and save harmless the other from all liability and expense on account of any and all damages, claims, or actions, including injury to or death of persons arising from any act or accident in connection with the installation, presence, maintenance and operation of the property and equipment of the indemnifying party and not caused in whole or in part by the negligence of the other party; provided, that any liability which is incurred by MPPA through the operation and maintenance of the Belle River Project or pursuant to the Belle River Participation Agreement, the Edison Transmission Agreement or the Consumers Transmission Agreement and not covered, or not covered sufficiently, by insurance shall be paid solely from the revenues of MPPA, and any payments made by MPPA to satisfy such liability shall become part of Monthly Power Costs; or Monthly Transmission ~~Costs or Monthly Back-up~~ Costs, as the case may be.

SECTION 29-27. Assignment of Power Sales Contract, Sale of Participant's System.

(a) ~~—~~ This Power Sales Contract shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties to this Power Sales Contract; provided, however, that, except as provided in the event of a default and except for the assignment by MPPA authorized hereby, neither this Power Sales Contract nor any interest herein shall be transferred or assigned by either party hereto except with the consent in

writing of the other party hereto, which consent shall not be unreasonably withheld. No assignment or transfer of this Power Sales Contract shall relieve the parties of any obligation hereunder.

(b) The Participant acknowledges and agrees that MPPA may assign and pledge to the trustee designated in the Bond Resolution all its right, title, and interest in and to all payments to be made to MPPA under the provisions of this Power Sales Contract as security for the payment of the principal (including sinking fund installments) of, premium, if any, and interest on Bonds and may deliver possession of this Power Sales Contract to such trustee in connection therewith, and, upon such assignment, pledge and delivery, MPPA may grant to such trustee any rights and remedies herein provided to MPPA, and thereupon any reference herein to MPPA shall be deemed, with the necessary changes in detail, to include such trustee which shall be a third party beneficiary of the covenants and agreements of the Participant herein contained.

(c) The Participant agrees that it will not sell, lease or otherwise dispose of all or substantially all of its electric utility system except upon ninety (90) days prior written notice to MPPA and, in any event, will not sell, lease or otherwise dispose of the same unless the following conditions are met: (i) the Participant shall assign this Power Sales Contract and its rights and interest hereunder to the purchaser or lessee of said electric system, and such purchaser or lessee shall assume all obligations of the Participant under this Power Sales Contract; and (ii) MPPA shall by appropriate action determine that such sale, lease or other disposition will not adversely affect the value of this Power Sales Contract as security for the payment of Bonds and interest thereon or affect the eligibility of interest on Bonds for federal tax-exempt status.

SECTION 3028. Termination or Amendment of Contract.

(a) This Power Sales Contract shall not be terminated by either party under any circumstances, whether based upon the default of the other party under this Power Sales Contract or any other instrument or otherwise except as specifically provided in this Power Sales Contract.

~~(b) — This Power Sales Contract may be terminated by MPPA by notice to the Participant if the Belle River Participation Agreement and the Edison Transmission Agreement are not executed by MPPA and The Detroit Edison Company and the Consumers Transmission Agreement is not executed by MPPA and Consumers Power Company all prior to April 1, 1983 or if MPPA is unable to finance its interest in the Belle River Project by the issuance of Bonds prior to October 1, 1983.~~

(b) This Power Sales Contract shall not be amended, modified, or otherwise altered in any manner that will adversely affect the security for the Bonds afforded by the provisions of this Power Sales Contract covering the purchase and sale of power hereunder upon which the owners from time to time of the Bonds shall have relied as an inducement to purchase and hold the Bonds. So long as any of the Bonds are outstanding or until adequate provisions for the payment thereof have been made in accordance with the provisions of the Bond Resolution, this Power Sales Contract shall not be amended, modified, or otherwise altered in any manner which will reduce the payments pledged as security for the Bonds or extend the time of such payments provided herein or which will in any manner impair or adversely affect the rights of the owners from time to time of the Bonds.

(c) No Power Sales Contract entered into between MPPA and another Participant may be amended so as to provide terms and conditions different from those herein contained except upon written notice to and written consent or waiver by each of the other Participants, and upon similar amendment being made to the Power Sales Contract of any other Participants requesting such amendment after receipt by such Participant of notice of such amendment.

SECTION 3129. Notice and Computation of Time.

Any notice or demand by the Participant to MPPA under this Power Sales Contract shall be deemed properly given if mailed postage prepaid and addressed to MPPA at its principal office; any notice or demand by MPPA to the Participant under this Power Sales Contract shall be deemed properly given if mailed postage prepaid and addressed to [THE

ADDRESS OF EACH PARTICIPANT, AS SET FORTH IN ANNEX 1 HERETO]; in computing any period of time from such notice, such period shall commence at noon on the date mailed. The designations of the name and address to which any such notice or demand is directed may be changed at any time and from time to time by either party giving notice as above provided.

SECTION ~~32.~~ 30. Applicable Law; Construction.

This Power Sales Contract is made under and shall be governed by the law of the State of Michigan. Headings herein are for convenience only and shall not influence the construction hereof.

SECTION ~~33.~~ 31. Severability.

If any section, paragraph, clause or provision of this Power Sales Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Power Sales Contract shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

IN WITNESS WHEREOF, the parties hereto have caused this Power Sales Contract to be executed by their proper officers respectively, being thereunto duly authorized, as of the day and year first above written.

MICHIGAN PUBLIC POWER AGENCY

By _____

CEO & General Manager

(SEAL) By /s/William - Strom

Chairperson

Attest:

[EXECUTED SEPARATELY BY EACH
PARTICIPANT AS SET FORTH IN ANNEX 1
HERETO]

By _____

Its: _____

(SEAL)

Attest:

Between
MICHIGAN MICHIGAN PUBLIC POWER AGENCY
AND

DATED AS OF DECEMBER 1, 1982

SCHEDULE OF PARTICIPANTS

CAPACITY PARAMETERS

		EXPRESSED AS A PERCENTAGE OF MPPA'S BACK-UP CAPACITY					
		EXPRESSED AS A PERCENTAGE OF MPPA'S BELLE RIVER PROJECT CAPABILITY					
NAME OF PARTICIPANT	POWER ENTITLEMENT SHARE	PLANNED EXCESS GENERATION ON CAPACITY (±)				BACK-UP ENTITLEMENT SHARE	
		1984-1990	1991	1992	1993	1994	1995
BAY CITY	3	3.71	3	2	0	0.37	3.71
CH	1	1.65	1	1	0	0.17	1.65
ARL	6	1.34	1	1	0	0.13	1.34
EVO	5	0.25	0	0	0	0.03	0.25
IX	1	15.66	1	1	3	1.57	15.66
CHE	5		4	2	1		
LSE	6		0	3			
A	6		0	3			
HAR	6		0	3			
T	6		0	3			
5	6		0	3			
1	6		0	3			
HOL	6		0	3			
LAN	6		0	3			
D	6		0	3			
6	6		0	3			

	6	64.29	5	5	1	6.43	64.29
LAN	4		7	1	2		
SIN	.		:	4	8		
G	2		8	3	6		
	9		6				
LO	1	1.24	1	0	0	0.12	1.24
WEL	.		:	9	2		
L	2		1	9	5		
	4		2				
PET	1	1.85	1	1	0	0.19	1.85
OSK	.		:	4	3		
EY	8		6	8	7		
	5		6				
POR	0	0.54	0	0	0	0.05	0.54
TLA	.		:	4	1		
ND	5		4	3	1		
	4		9				
TRA	4	4.53	4	3	0	0.45	4.53
VER	.		:	6	9		
SE	5		0	3	1		
CITY	3		8				
ZEE	4	4.94	4	3	0	0.49	4.94
LAN	.		:	9	9		
D	9		4	5	8		
	4		5				

(1) ~~MPPA's Planned Excess Electric Capability And Energy Entitlement is subject to adjustment pursuant to Section 6.5.I of the Participation Agreement and as may be required by the Bond Resolution. Unless determined otherwise by MPPA, the objective of MPPA shall be to maximize MPPA's Planned Excess Electric Capability And Energy Entitlement.~~

SCHEDULE OF PARTICIPANTS (CONTINUED)

TRANSMISSION PARAMETERS

BASED ON AN EXPECTED NET ELECTRIC GENERATING CAPABILITY
OF 652 MW

NAME OF PARTICIPANT	EDISON TRANSMISSION ENTITLEMENT SHARE (EXPRESSED AS KILOWATT)		CONSUMERS TRANSMISSION ENTITLEMENT SHARE (EXPRESSED AS KILOWATT)		PLANNED EXCESS EDISON TRANSMISSION CAPACITY (EXPRESSED AS KILOWATTS)				PLANNED AVAILABLE CONSUMERS TRANSMISSION CAPACITY (EXPRESSED IN KILOWATT S)(1)	EDISON TRANSMISSION COST FACTOR (EXPRESSED AS A PERCENTAGE OF EDISON MONTHLY TRANSMISSION COSTS)	CONSUMERS TRANSMISSION COST FACTOR (EXPRESSED AS A PERCENTAGE OF CONSUMERS MONTHLY TRANSMISSION COSTS)				
					1984-1990				1991	1992	1993	1994			
					1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994
					1984	1985	1986	1987	1988	1989	1990	1991	1992	1993	1994
BAY CITY	9000	8910	9000	8100	7200	180	900	0		3.71	5.05				
CHARLEV OIX	4000	3960	4000	3600	3200	800	400			1.65	2.89				
CHELSEA	3250	3217.5	3250	2925	2600	650	325			1.34	2.35				
HART	600	594	600	540	480	120	60			0.25	0.23				
HOLLAND	3800	37620	38000	3420	3040	760	380			19.66	14.86				
LANSING	15600	154440	156000	140400	124800	31200	15600			64.29	61.00				
LOWELL	3000	2970	3000	2700	2400	600	300			1.24	1.17				
PETOSKEY	4500	4455	4500	4050	3600	900	450			1.85	2.52				
PORTLAND	1300	1287	1300	1170	1040	260	130			0.54	0.94				
TRAVERS E CITY	1100	10890	11000	9900	8800	220	110	0	0	4.53	4.3				

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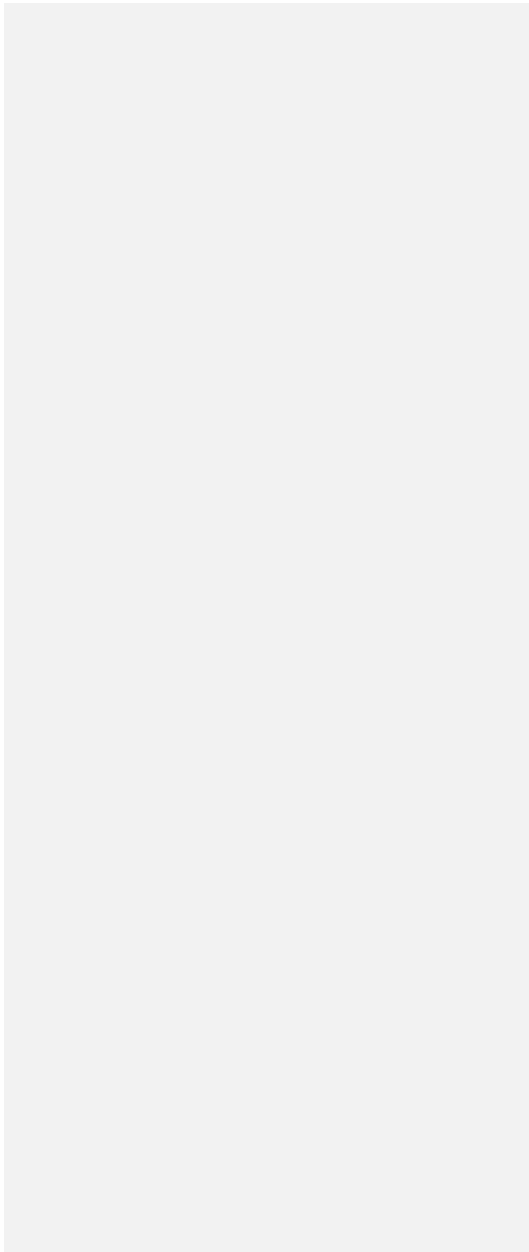
ZEELAND	1200 0	11880	~~12000~~	~~1080~~ 0	9600	~~240~~ 0	~~120~~ 0	4.94	4.69
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(1) To be determined within 30 days of the date of sale by Consumers to MPPA of an ownership interest in each Designated EMV Transmission Line pursuant to Section 6.2 of the Consumers Transmission Agreement.

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Capital Requirement Schedule

SAMPLE SCHEDULE

Exhibit "X"

Capital Requirement \$ 30,000,000

Member	Power Entitlement Share	Funding Obligation	Cash Election	Bond Election	Debt Service Entitlement Share	Debt Service Step-Up Obligation
Bay City	3.71%	\$ 1,113,000	\$ -	\$ 1,113,000	4.87%	\$ 1,338,071
Charlevoix	1.65%	\$ 495,000	\$ -	\$ 495,000	2.17%	\$ 595,099
Chelsea	1.34%	\$ 402,000	\$ -	\$ 402,000	1.76%	\$ 483,292
Hart	0.25%	\$ 75,000	\$ -	\$ 75,000	0.33%	\$ 90,166
Holland	15.66%	\$ 4,698,000	\$ 3,000,000	\$ 1,698,000	7.43%	\$ 2,618,029
Lansing	64.29%	\$ 19,287,000	\$ 2,000,000	\$ 17,287,000	75.69%	\$ 21,167,214
Lowell	1.24%	\$ 372,000	\$ -	\$ 372,000	1.63%	\$ 447,226
Petoskey	1.85%	\$ 555,000	\$ -	\$ 555,000	2.43%	\$ 667,232
Portland	0.54%	\$ 162,000	\$ 162,000	\$ -	0.00%	\$ 31,140
Traverse City	4.53%	\$ 1,359,000	\$ 800,000	\$ 559,000	2.45%	\$ 825,817
Zeeland	4.94%	\$ 1,482,000	\$ 1,200,000	\$ 282,000	1.23%	\$ 569,690
	100.00%	\$ 30,000,000	\$ 7,162,000		100.0%	\$ 28,832,975

Bond Size	\$ 22,838,000	
Issuance Costs	\$ 228,380	125% * Outstanding Principal Amount
Outstanding Principal Amount	\$ 23,066,380	\$ 28,832,975

The Debt Service Step-Up Obligation is equal to the Power Entitlement Share multiplied by the outstanding principal amount of the Bonds multiplied by 25% plus the Debt Service Entitlement Share multiplied by the outstanding principal amount of the Bonds.

[COMPOSITE CONFORMED COPY]

PROJECT SUPPORT CONTRACT

BETWEEN

MICHIGAN PUBLIC POWER AGENCY

AND

[ADDRESSED SEPARATELY TO EACH PARTICIPANT
AS SET FORTH IN ANNEX 1 HERETO]

As Amended and Restated

From Time to Time

BELLE RIVER
PROJECT SUPPORT CONTRACT

This BELLE RIVER PROJECT SUPPORT CONTRACT ~~is made and entered into as of the first day of December, 1982, by and between~~ MICHIGAN PUBLIC POWER AGENCY, a body corporate and politic of the State of Michigan created pursuant to Act 448 of the Public Acts of Michigan of 1976 ("MPPA") and [ADDRESSED SEPARATELY TO EACH PARTICIPANT AS SET FORTH IN ANNEX 1 HERETO] (the "Participant"), is dated as of December 1, 1982, as amended and restated from time to time, including as amended and restated on _____, 2024.

WHEREAS, MPPA was organized under Act 448 of the Public Acts of Michigan of 1976 (the "Act") to provide a means for those Michigan municipalities which are members of MPPA to secure electric power and energy for their present and future needs; and

WHEREAS, MPPA is empowered by the Act (i) to acquire and construct facilities for the generation, transmission or transformation, or a combination thereof, of electric power and energy, or to acquire an interest in any such facilities; (ii) to purchase, sell, transmit or otherwise use electric power and energy within or without the State of Michigan; (iii) to issue its revenue bonds to pay all or part of the cost of acquiring facilities for the generation, ~~trans-mission~~transmission or transformation, or a combination thereof, of electric power and energy; and (iv) to exercise all other powers not inconsistent with the laws of the State of Michigan or the United States of America which may be necessary or appropriate for, or incidental to, the effectuation of its authorized purposes; and

WHEREAS, the member municipalities of MPPA are empowered by the Act to contract to make payments to MPPA out of funds legally available to the member municipality and to advance or contribute funds to MPPA to enable MPPA to carry out any of its powers and duties; and

WHEREAS, MPPA ~~will enter~~entered into the Belle River Participation Agreement dated as of December 1, 1982, as amended and restated from time to time, including as amended and restated on May 7, 2024, with DTE Electric Company, formerly known as The Detroit Edison Company, pursuant to which MPPA ~~will purchase~~purchased an undivided interest in, and ~~will be~~is entitled to a portion of the electric power and energy derived from, those electric generating and other facilities described and designated in the Power Sales Contract referred to below as Belle River; and

WHEREAS, MPPA ~~will enter~~entered into the Belle River Transmission Ownership and Operating Agreement dated as of December 1, 1982 with The Detroit Edison Company, (now known as DTE Electric Company), pursuant to which MPPA ~~will purchase~~purchased an undivided interest in certain 120 kV and higher voltage transmission lines designated in such agreement as the Designated Transmission Lines; and

WHEREAS, MPPA ~~will enter~~entered into the Belle River Transmission Ownership and Operating Agreement dated as of December 1, 1982 with Consumers Energy Company, formerly known as Consumers Power Company, pursuant to which MPPA ~~will purchase~~purchased an undivided interest in certain 345 kV or higher voltage transmission lines designated in such agreement as the Designated EHV Transmission Lines; and

WHEREAS, MPPA will enter into ~~a~~an Amended and Restated Power Sales Contract dated the date hereof with the Participant and enter into substantially similar binding contracts with the other Participants providing for the sale of ~~(i)~~ power and energy from those facilities described and designated in the Power Sales Contracts as the Belle River Project ~~and (ii) Back-Up Capacity and Back-Up Energy as described in the Power Sales Contracts;~~ and

WHEREAS, the Power Sales Contracts require payment to be made only for Months when power and energy are being made available; and

WHEREAS, in order to ~~assure a continuity for the Belle River Project by providing~~provide additional support for the payment by MPPA of costs of the Belle River Project, it is necessary for MPPA to have substantially similar binding contracts with the

Participant and the other member municipalities of MPPA which are participating in the Belle River Project to provide for the payment of fixed costs relating to the Belle River Project during periods when all such costs are not required to be paid pursuant to the terms of the Power Sales Contracts and to pledge the payments required to be made in accordance with this contract and substantially similar contracts as security for the payment of revenue bonds;

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements herein contained, it is agreed by and between the parties hereto as follows:

SECTION 1. Definitions and Explanations of Terms.

Unless the context indicates that another meaning is intended, except as otherwise defined herein, when used in this Project Support Contract, including the Preamble, the words which are defined in the Power Sales Contracts shall have the meaning set forth in the Power Sales Contracts and the following words shall have the following meanings:

Participants shall mean the parties, including the Participant, other than MPPA, to Project Support Contracts substantially similar hereto and named on the Schedule of Participants attached to the Power Sales Contract.

Project Support Contracts shall mean this Belle River Project Support Contract and the other Belle River Project Support Contracts between MPPA and the other Participants, all of which are uniform in all material respects in their terms, conditions and provisions.

Project Support Month shall mean any Month during which Belle River is wholly out of service for the entire Month ~~and during which no Back-Up Entitlement Take is made available to the Participant under the Power Sales Contract.~~

Project Support Payment shall mean, with respect to any Project Support Month, an amount equal to the amount the Participant would have been required to pay under the Power Sales Contract for such Month if Belle River had been in service during any part of such Month for Monthly Power Costs, Monthly Transmission Costs, ~~Monthly Back-Up Costs~~ and Transmission Utilization Adjustment Costs.

SECTION 2. Term of Contract.

This Project Support Contract shall become effective upon execution and delivery of Project Support Contracts and Power Sales Contracts by all Participants and shall continue for the term of the Participant's Power Sales Contract.

SECTION 3. Participant's Project Support.

- (a) With respect to each Project Support Month, the Participant shall make a Project Support Payment to MPPA.
- (b) Project Support Payments required to be made by the Participant pursuant to subsection ~~f~~(a) of this Section 3 shall be computed in the same manner as provided for Monthly Power Costs, Monthly Transmission Costs, ~~Monthly Back-Up Costs~~ and Transmission Utilization Adjustment Costs in Section 4 of the Power Sales Contract.
- (c) On or before the 10th day of the Month following each Project Support Month, MPPA shall render to the Participant a monthly statement showing, with respect to the preceding Project Support Month, the amount of the Project Support Payment payable to MPPA by such Participant for such Project Support Month.
- (d) Project Support Payments required to be paid to MPPA pursuant to this Section 3 shall be payable to MPPA ~~at the principal office of MPPA, or such other address~~ via electronic payment as MPPA shall designate in writing to the Participant, on the 25th day of the Month following the Project Support Month for which such Project Support Payments are made.
- (e) If payment in full is not made on or before the close of business on the due date, a delayed-payment charge on the unpaid amount due for each day overdue will be imposed at a rate equal to the annual percentage rate of interest being charged on such day for ~~90-day loans to substantial and responsible borrowers by the National Bank of Detroit, plus 1%, the prime lending rate as may from time to time be published in The Wall Street Journal under "Money Rate" on such day (or if not published on such day the most recent preceding day on which published), plus two~~

percent (2%), or the maximum rate lawfully payable by the Participant, whichever is less. If said due date is Saturday, Sunday or a bank holiday, the next following business day shall be the last day on which payment may be made without the addition of the delayed-payment charge.

- (f) In the event of any dispute as to any portion of any monthly statement, the Participant shall nevertheless pay the full amount of the disputed charges when due and shall give written notice of the dispute to MPPA not later than the date such payment is due. Such notice shall identify the disputed bill, state the amount in dispute and set forth a full statement of the grounds on which such dispute is based. No adjustment shall be considered or made for disputed charges unless notice is given as aforesaid. MPPA shall give consideration to such dispute and shall advise the Participant with regard to its position relative thereto within thirty (30) days following receipt of such written notice. Upon final determination (whether by agreement, arbitration, adjudication or otherwise) of the correct amount, any difference between such correct amount and such full amount shall be promptly refunded to the Participant.

~~(g) On or before 180 days after the end of each Contract Year MPPA shall submit to the Participant a detailed statement of the actual aggregate Project Support Payments and any adjustments thereof or credits thereto resulting from the adjustments of or credits to Monthly Power Costs, Monthly Transmission Costs, Monthly Back-Up Costs and Transmission Utilization Adjustment Costs pursuant to the Power Sales Contract, all computed in accordance with Section 4 of the Power Sales Contract. If, on the basis of the statement rendered pursuant to this paragraph (g) the actual aggregate Project Support Payments and any adjustments thereof or credits thereto exceed the Project Support Payments paid by the Participant during such Contract Year, the Participant shall pay MPPA promptly the amount of such excess. If, on the basis of the statement rendered pursuant to this paragraph (g) the actual aggregate Project Support Payments and any adjustments thereto or credits thereto are less~~

~~than the amount paid, MPPA shall refund to the Participant promptly the amount of such over-payments.~~

~~(h)~~(g) The obligation of the Participant to make Project Support Payments shall be absolute and unconditional and shall not be dependent upon performance of MPPA under the Power Sales Contract or this Project Support Contract; Project Support Payments shall be made whether or not Belle River 1 is completed, operable or operating and notwithstanding the suspension, interruption, interference, reduction or curtailment of the output of Belle River for any reason whatsoever in whole or in part, and such Project Support Payments shall not be subject to any reduction, whether by offset, counterclaim or otherwise.

~~(i)~~(h) The obligation of the Participant to make payments under this Section 3 shall constitute an obligation payable solely from the revenues of the Participant's electric system, subject and subordinate to payments of debt service on revenue bonds payable from and secured by a pledge of net revenues of the Participant's electric system.

SECTION 4. —~~Reimbursement for Project Support Payments.~~

~~MPPA agrees to reimburse the Participant for all Project Support Payments made with respect to Project Support Months during which no Back-Up Capacity or Back-Up Energy was made available to any Participant under any Power Sales Contract. Such reimbursement shall be made only to the extent that moneys are available for such purposes in the Project Account in the General Reserve Fund held under the Bond Resolution. If moneys in the Project Account in the General Reserve Fund held under the Bond Resolution are not sufficient to reimburse all Participants pursuant to their Project Support Contract, reimbursement payments shall be divided pro rata among the Participants in accordance with the total amount of reimbursements due to each Participant. The Participant shall not be entitled to reimbursement for any Project Support Payments made with respect to Project Support Months during which Back-Up Entitlement Take was available to any Participant.~~

SECTION 5. Participant Covenants.

- (a) The Participant agrees to maintain its electric system in good operating order, to cooperate with MPPA in the performance of the respective obligations of such Participant and MPPA under this Project Support Contract and to fix, charge and collect rents, rates, fees and charges for electric power and energy and other services, facilities, and commodities, sold, furnished or supplied through its electric system sufficient to provide revenues adequate to meet its obligations under this Project Support Contract and to pay other amounts payable from or constituting a charge and lien upon such revenues, including amounts sufficient to pay the principal of and interest on all revenue bonds related to the Participant's electric system and, to the extent being paid from revenues of such electric system, all general obligation bonds of the Participant now outstanding or hereafter issued for purposes related to its electric system.
- (b) Except with respect to (i) operation, maintenance, renewal and replacement expenses of the Participant's electric system, (ii) revenue bonds which have been issued or are ~~here-after~~ hereafter issued under the Michigan Revenue Bond Act (Act 94, Public Acts of Michigan, 1933, as amended) and (iii) payments required to be made into funds established under the ordinance or resolution authorizing such revenue bonds and payments required pursuant to such ordinance or resolution from the revenues held thereunder, the Participant agrees that it will not issue bonds, notes, or other evidences of indebtedness, enter into any contract or agreement or incur any expense payable from or secured by revenues of the Participant's electric system prior to the Project Support Payments required to be made by the Participant pursuant to Section 3.
- (c) If the Participant has revenue bonds outstanding payable from and secured by a pledge of net revenues of its electric system, the Participant agrees that, in connection with any financial tests or conditions for the issuance of additional revenue bonds payable from and secured by a pledge of net revenues of its electric system, the Participant shall treat all payments to MPPA under this Project Support

Contract as operating expenses for purposes of computing the amount of net revenues available for the payment of such outstanding revenue bonds and such additional revenue bonds.

- (d) The Participant agrees to keep accurate records and accounts relating to the conduct of its business and ~~shall keep separate and distinct from its other records and accounts accurate records and accounts relating to this Project Support Contract. The~~the accounts shall be audited annually by a firm of certified public accountants, experienced in electric utility accounting, to be employed by the Participant.
- (e) The Participant agrees that it will not assign its Power Sales Contract except in accordance with the terms thereof and except in conjunction with the assignment by the Participant of, and the assumption by any assignee of the obligations of the Participant under, this Project Support Contract.
- (f) If the Participant does not have revenue bonds outstanding on the date of this Project Support Contract payable from and secured by a pledge of net revenues of its electric system, the Participant agrees that it will not issue any such revenue bonds unless an independent consulting engineer or engineering firm or corporation experienced in analyzing the operations of electric utility systems certifies that the facilities being financed by such revenue bonds are (or were when the Participant committed itself to such facilities by contract or financing) reasonably expected to properly and advantageously contribute to the conduct of the Participant's electric system in an efficient and economical manner consistent with prudent management.

SECTION 65. Opinion of Counsel.

~~The~~ If required by MPPA in connection with a bond financing, the Participant shall, concurrently with the execution and delivery of this Project Support Contract, cause an opinion or opinions in form and substance satisfactory to MPPA to be delivered by one or more attorneys or firms of attorneys satisfactory to MPPA with respect to the authorization, execution and validity of this Project Support Contract as it relates to the Participant, and, if

the Participant shall have bonds outstanding secured by a pledge of the revenues of its electric system, the legality under the terms and conditions of the ordinance, resolution, indenture or other contractual arrangement with the holders of such bonds of the performance by the Participant of its covenants and agreements under this Project Support Contract.

SECTION 76. Pledge of payments.

All payments required to be made by the Participant pursuant to the provisions of this Project Support Contract shall be pledged to secure the payment of Bonds.

SECTION 87. Rights of Transfer.

In consideration of the obligation of the Participant to make Project Support Payments pursuant to Section 3, MPPA agrees, after payment of principal, premium, if any, and interest on the Bonds or after adequate provision for the payment thereof has been made in accordance with the provisions of the Bond Resolution and upon the unanimous request of all Participants, to transfer to each Participant an undivided ownership interest in Belle River, Edison Transmission, Consumers Transmission and MPPA's right, title and interest in the Belle River Participation Agreement, the Edison Transmission Agreement and the Consumers Transmission Agreement, in the proportion that such Participant's Power Entitlement Share bears to the aggregate of the Power Entitlement Shares of all Participants.

SECTION 98. Event of Default.

Failure of the Participant to pay to MPPA any Project Support Payment payments when due shall constitute an immediate default on the part of the Participant.

SECTION 109. Continuing Obligation.

In the event of any default referred to in Section 98, the Participant shall not be relieved of its liability for payment of the amounts in default and MPPA shall have the right

to recover from the Participant any amount in default. In enforcement of any such right of recovery, MPPA may bring any suit, action, or proceeding in law or in equity, including mandamus and action for specific performance, as may be necessary or appropriate to enforce against the Participant any covenant, agreement or obligation to make any Project Support Payment for which provision is made in this Project Support Contract.

SECTION ~~11~~10. Other Default By Participant.

In the event of a failure of the Participant to fix, charge or collect rates or charges adequate to provide revenue sufficient to enable the Participant to make all Project Support Payments or in the event of any default by the Participant under any other covenant, agreement or obligation of this Project Support Contract, MPPA may bring any suit, action, or proceeding in law or in equity, including mandamus, injunction and action for specific performance, as may be necessary or appropriate to enforce any covenant, agreement or obligation of this Project Support Contract against the Participant.

SECTION ~~12~~11. Abandonment of Remedy.

In case any proceeding taken on account of any default shall have been discontinued or abandoned for any reason, the parties to such proceedings shall be ~~restored~~restored to their former positions and rights hereunder, respectively, and all rights, remedies, powers and duties of MPPA and the Participant shall continue as though no such proceedings had been taken.

SECTION ~~13~~12. Waiver of Default.

Any waiver at any time by either MPPA or the Participant of its rights with respect to any default of the other party hereto, or with respect to any other matter arising in connection with this Project Support Contract, shall not be a waiver with respect to any subsequent default, right or matter.

SECTION ~~14-13~~. Assignment of Project Support Contract; Sale of Participant's System.

- (a) This Project Support Contract shall inure to the benefit of and shall be binding upon the respective successors and assigns of the parties of this Project Support Contract; provided, however, that, except for the assignment by MPPA authorized hereby, neither this Project Support Contract nor any interest herein shall be transferred or assigned by either party hereto except in conjunction with the assignment by the Participant of its Power Sales Contract in accordance with the terms thereof and except with the consent in writing of the other party hereto, which consent shall not be unreasonably withheld. No assignment or transfer of this Project Support Contract shall relieve the parties of any obligation hereunder.
- (b) The Participant acknowledges and agrees that MPPA may assign and pledge to the trustee designated in the Bond Resolution all its right, title, and interest in and to all payments to be made to MPPA under the provisions of this Project Support Contract as security for the payment of the principal (including sinking fund installments) of, premium, if any, and interest on Bonds and may deliver possession of this Project Support Contract to such trustee in connection therewith, and, upon such assignment, pledge and delivery, MPPA may grant to such trustee any rights and remedies herein provided to MPPA, and thereupon any reference herein to MPPA shall be deemed, with the necessary changes in detail, to include such trustee which shall be a third party beneficiary of the covenants and agreements of the Participant herein contained.
- (c) The Participant agrees that it will not sell, lease or otherwise dispose of all or substantially all of its electric utility system except upon ninety (90) days prior written notice to MPPA and, in any event, will not sell, lease or otherwise dispose of the same unless the following conditions are met: (i) the Participant shall, subject to the provisions of the Belle River Participation Agreement, the Edison Transmission Agreement and the Consumers Transmission Agreement, assign this Project Support Contract and its rights and interest hereunder to the purchaser or lessee of the electric system, and such purchaser or lessee shall assume all obligations of the Participant under this Project Support Contract; and (ii) MPPA shall by

appropriate action determine that such sale, ~~to be~~ release or other disposition will not adversely affect the value of this Project Support Contract as security for the payment of Bonds and interest thereon or affect the eligibility of interest on Bonds for federal tax-exempt status.

SECTION ~~15~~14. Amendment of Contract.

- (a) This Project Support Contract shall not be amended, modified, or otherwise altered in any manner that will adversely affect the security for the Bonds afforded by the provisions of this Project Support Contract upon which the owners from time to time of the Bonds shall have ~~relied~~ as an inducement to purchase and hold the Bonds. So long as any of the Bonds are outstanding or until adequate provisions for the payment thereof have been made in accordance with the provisions of the Bond Resolution, this Project Support Contract shall not be amended, modified, or otherwise altered in any manner which will reduce the payments pledged as security for the Bonds or extend the time of the payments provided herein or which will in any manner impair or adversely affect the rights of the owners from time to time of the Bonds.
- (b) No Project Support Contract entered into between MPPA and another Participant may be amended so as to ~~pro-vide~~ provide terms and conditions different from those herein contained except upon written notice to and written consent or waiver by each of the other Participants, and upon similar amendment being made to the Project Support Contract of any other Participant requesting such amendment after receipt by such Participant of notice of such amendment.

SECTION ~~16~~15. Applicable Law; Construction.

This Project Support Contract is made under and shall be governed by the law of the State of Michigan. Headings herein are for convenience only and shall not influence the construction hereof.

SECTION ~~17~~16. Severability.

If any section, paragraph, clause or provision of this Project Support Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Project Support Contract shall remain in full force and effect as though such section, paragraph, clause or provision or any part thereof so adjudicated to be invalid had not been included herein.

IN WITNESS WHEREOF, the parties hereto have caused this Project Support Contract to be executed by their proper officers respectively, being thereunto duly authorized, as of the day and year first above written.

MICHIGAN PUBLIC POWER AGENCY

~~(SEAL)~~ By _____

Chairperson

CEO & General Manager

(SEAL)

Attest:

[EXECUTED SEPARATELY BY EACH PARTICIPANT=
AS SET FORTH IN ANNEX t1 HERETO]

~~(SEAL)~~ By _____

Its _____

(SEAL) By _____

Its _____

Attest:

4871-8941-0257 v2 [31402-1]



BOARD: City Council

MEETING DATE: September 16, 2024

DATE PREPARED: September 11, 2024

AGENDA SUBJECT: Parking Management System Adjustments

RECOMMENDATION: Approve Resolution to Reduce Late Fees and Certain Lot Permit Rates

Background Over the past several months the Downtown Management Board Parking Committee has been discussing adjustments to the parking management system to address comments and concerns raised by downtown users. The committee presented its recommended changes to the Downtown Management Board at its August 20, 2024 meeting. The Board then passed a motion to recommend the following items to the City Manager.

Proposed Changes

Late Fees

In evaluating late fees, staff and the committee considered whether the current system was changing behaviors, practices of other communities, and comments that the fees accelerated too quickly. The committee is recommending that a standard late fee of \$10 be added at five (5) and fifteen (15) calendar days, resulting in a \$10 ticket not exceeding \$30 and a \$25 ticket not exceeding \$45 after 20 calendar days of issuance.

Permits

To address the concern that there is insufficient parking set aside for Downtown residents and employees, the committee recommends that the Park Garden and Petrie Lots be reduced from \$60 to \$30 monthly permits.

Recommendation Pursuant to Petoskey City Code §21-32, the DMB is requesting that the City Manager be authorized to enact these parking system management adjustments. A draft resolution is enclosed.

at
Enclosure



City of Petoskey

Resolution

Resolution No. 24 - ____

WHEREAS, the City of Petoskey's Downtown Management Board (DMB) is a public body created under Act 120 of the Michigan Public Acts of 1921 that serves as an advisory board to the Petoskey City Council on matters affecting the downtown business district, including oversight of downtown parking management; and

WHEREAS, in an advisory capacity to the DMB, the Downtown Parking Committee meets regularly with staff to discuss parking management technology, fees, fines and enforcement issues; and

WHEREAS, on May 20, 2024, City Council authorized additional enforcement options to address chronic parking system abusers through Resolution #24-56; and

WHEREAS, for several months the Downtown Management Board Parking Committee continued its consideration of other parking management system changes to address concerns raised by system users; and

WHEREAS, at its August 20, 2024 meeting, the Downtown Management Board concurred with recommendations of the committee regarding reduced late fees and changes in permit rates in two (2) parking lots and recommended these changes to the City Manager:

NOW THEREFORE BE IT RESOLVED that the City of Petoskey City Council hereby authorizes the City Manager by his authority under Petoskey City Code §21-32 to reduce parking ticket late fees to \$10 after five (5) calendar days and an additional \$10 after fifteen calendar days, not to exceed an additional \$20 over the original ticket fine; and

BE IT FURTHER RESOLVED that the permit fees in the Petrie and Park Garden Lots be reduced from \$60 per month to \$30 per month to address the need for more affordable downtown employee and resident parking.

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 Council of the City of Petoskey in regular session assembled on the 16th day of September, 2024, and of the whole thereof.

In witness whereof, I have hereunto set my hand and affixed the corporate seal of said City of Petoskey this ____ day of September, 2024.

Sarah Bek, City Clerk



BOARD: City Council

MEETING DATE: September 16, 2024

PREPARED: September 11, 2024

AGENDA SUBJECT: Short Term Rental Licensing Ordinance Amendment

RECOMMENDATION: City Council conduct a first reading

Background City Council adopted Ordinance 793 on December 4, 2023 regulating the licensing, application process and enforcement of short-term rentals (STR's). After several months of administering the ordinance and Council input, City staff recommends amending the ordinance to clarify some sections that have raised concerns. The proposed amendments have been reviewed by City staff and the City's legal counsel.

Proposed Amendments

Section 15-3 Definitions

- Adding new definitions for habitable space, hotel and motel.
- Revising maximum occupancy, occupant and tenant definitions.

Section 15-4 Licensing

- Adding language clarifying that a separate license is required for each dwelling unit.
- 15-4(6)(e)(1) amending language that the STR complies with the checklist as determined by and available from the City's Public Safety Department.
- Adding 15-4(6)(e)(10) that the dwelling unit for which the license is sought is ready for inspection at the time the application is submitted.
- Adding 15-4(6)(h) that a licensee shall not have both a STR license and a motel or hotel license for the same property.
- Adding language to Section 15-4(7) that it is the responsibility of the licensee to submit all of the information listed in 15-4 for a new license or a renewal of a license and that if all of the information is not received by the City on or before December 30, the licensee irrevocably elected not to renew STR license and intends to abandon license.
- Amending language to Section 15-4(9) regarding grandfathered properties, transferring, licensure lapse and intent to abandon.

Section 15-6 Regulations

- Adding 15-6(3) language that tenant occupancy limitations shall be determined by the habitable space requirements as defined by International Property Maintenance Code (IPMC).

Action City Council discuss and conduct a first reading.

ORDINANCE NO. 793

SHORT-TERM RENTAL ORDINANCE

**AN ORDINANCE TO CREATE A LICENSING AND REGULATORY FRAMEWORK FOR
SHORT-TERM RENTALS IN THE CITY OF PETOSKEY**

THE CITY OF PETOSKEY ORDAINS

Chapter 15, Article I, Sections 15-1 through 15-10 of the Petoskey Code of Ordinances is hereby enacted as follows:

Chapter 15

Short-term Rentals

Section 15-1. Intent and Purpose.

The City Council finds the short-term rental of dwelling units in the City of Petoskey provides value to our local economy but also can bring with it negative effects to the year-round quality of neighborhoods, housing supply, and public health and safety. The City Council has enacted this regulatory ordinance to strike a balance between the interests of community residents, business owners, visitors, and property owners.

Section 15-2. Applicability.

All requirements, regulations and standards imposed by this Chapter are intended to apply in addition to any other applicable requirements, regulations and standards imposed elsewhere in other chapters/ordinances of the City of Petoskey, including without limitation the City of Petoskey Zoning Ordinance. Further, this Chapter does not affect additional requirements placed on use of property (or any portion thereof) imposed by deeds, associations, or rental agreements.

Section 15-3. Definitions.

As used in this Chapter, the following words and phrases shall have the meaning hereafter ascribed to them:

Accessory Dwelling Unit: A second residential dwelling unit that may be contained within an existing single-family home or a freestanding structure that meets all of the requirements of the City of Petoskey Zoning Ordinance. An accessory dwelling unit shall not be used as a short-term rental.

Basement: The portion of a dwelling which is more than 50% below finished grade. A finished basement with egress shall be counted as a floor, an unfinished basement or a basement without egress shall not be counted as a floor.

Bedroom: A room intended for sleeping or placement of a bed separated from other spaces in the dwelling unit and which includes a second egress opening. The following spaces do not qualify as bedrooms: kitchens; dining areas; gathering spaces such as living rooms, dens, family rooms; and attics or basements without egress meeting standards in applicable building, residential, and fire codes.

Cap: Maximum number of short-term rental units that may be licensed as determined by the City Council.

Compensation: Money or other consideration given in return for occupancy, possession, or use of a property.

Dwelling Unit: A self-contained unit within a building that is designed for human occupancy and provides complete living facilities, including permanent provisions for sleeping, eating, cooking, and sanitation. "Dwelling Unit" does not include bed and breakfasts, hotels, motels, and boarding houses.

Enforcement Officer: The person(s) appointed by the City who shall carry out various functions of this Chapter or cause other officials, inspectors, or relevant professionals to carry out various functions in order to implement and enforce the terms of this Chapter.

Good Visitor Guide: Information prepared by the City's Planning and Zoning Department for distribution at all short-term rental units.

Habitable Space: Space in a structure for living, sleeping, eating or cooking. Bathrooms, toilet rooms, closets, halls, storage, utility spaces and similar areas are not considered habitable spaces.

Hotel: Any building, structure or part thereof, which is used primarily for paid public lodging on a transient basis in which access to and from each room or unit is through an interior door. For purposes of this definition, the word transient means occupancy for less than 30 consecutive days.

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Landlord: Individual with possession of STR pursuant to lease or agreement.

License: An annual short-term rental license duly issued by the City of Petoskey in accordance with the provisions of this Chapter.

Licensee: The owner who applies for and receives a short-term rental license from the City of Petoskey.

License Year: A 12-month term as defined in this Chapter.

Local Agent: An individual designated by the Licensee of a dwelling unit to oversee the short-term rental of a dwelling unit in accordance with this Chapter and to respond to calls from renters, concerned citizens, law enforcement, and representatives of the City. The Local Agent must be available to accept telephone calls on a 24-hour basis at all times that the dwelling unit is rented and occupied. The Local Agent must have a key to the dwelling unit and be able to respond to the short-term rental within sixty (60) minutes to address issues. -The Local Agent shall be authorized by all owners to accept service of process upon all owners, jointly and severally, for civil infractions.

Maximum Occupancy: The maximum number of allowable Occupants, Tenants and guests as determined by the Department of Public Safety per International Fire Code.

~~*Maximum Occupancy:* The maximum number of allowable Occupants as determined by the Department of Public Safety.~~

Motel: A building or group of buildings in which lodging is provided to transient guests, offered to the public for compensation, where access to and from each room or unit is through an exterior door, and the entire building or group of buildings is used solely for this function.

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Natural Person: A human being.

Occupant: Any individual living or sleeping in a building or having possession of a space within a building. (This is straight of International Fire Code)

Residential District: Zoning districts established by the City of Petoskey in which single- or multi-family residences are principal uses permitted as of right and limited to R-1, R-2, R-3, RM-1, and RM-2.

Short-term Rental (STR): The making of occupancy available for any dwelling unit or portion thereof for a fee or other compensation for a term of less than 30 consecutive days, but not including bed and breakfast establishments, hotel rooms, motels, transitional housing operated by a non-profit entity, group homes such as nursing homes and adult foster care homes, and hospitals or other health care related facilities.

Tenant: The person or group taking possession and occupying the short-term rental property from the landlord under a lease. For purposes of this Ordinance, a Tenant is also counted as an Occupant when determining maximum occupancy.

Transfer: A transfer of property of any type from a person to another person as defined under MCL 211.27a(6)(a)-(j), being part of Public Act 206 of 1893, as amended.

Section 15-4. Licensing.

An owner of any property located within the City of Petoskey shall not rent, or allow to be rented, a short-term rental unless the owner has obtained a license for that dwelling unit in accordance with the requirements of this Chapter. [A separate license is required for each dwelling unit.](#)

- (1) All short-term rental dwelling units shall be licensed annually between April 1 and March 31. A listing of applicants will be published annually in January by the City Clerk at City Hall and on the City of Petoskey website.
- (2) The initial term shall be for the remainder of the license year the license is issued.
- (3) An initial license, if available, may be issued at any time.
- (4) The renewal period for existing licenses shall commence on November 1. In order to renew a short-term rental license for the forthcoming year, the Licensee must deliver all required documents to the City, no later than December 30.
- (5) License renewals that are not submitted on or before December 30 shall expire.
- (6) A person seeking a short-term rental license under this Chapter shall submit to the City a complete short-term rental application, signed and certified as being true by the applicant and the designated Local Agent. The application shall include all of the information specified on the short-term rental application form and any other information deemed reasonably necessary by the City Clerk to determine whether the short-term rental standards and regulations under this Chapter have been met. The License application form and review and inspection process shall collect not less than the following information and other items that the City Clerk may deem necessary for implementation of this Chapter:
 - (a) Name, permanent address, email, and telephone number of the property owner and Local

Agent for the short-term rental unit;

- (b) The street address of the short-term rental unit, along with other identification if more than one dwelling unit shares the same street address;
- (c) The number of bedrooms in each dwelling unit, and proposed maximum number of allowable Occupants as determined by the Department of Public Safety;
- (d) The identification of the number of available parking spaces and a diagram of parking available for guests;
- (e) The certification of the application shall include the following:

1. That the short-term rental unit complies with the checklist for short-term rental units as determined by and available from the City's Department of Public Safety. Each bedroom has a working smoke alarm, each floor has a working carbon monoxide detector, and the licensee or Local Agent will check those devices no less than every six (6) months; (Public Safety doesn't think this is needed or requests to reword to comply with Public Safety's checklist. We don't want to attach checklist because if it changes then ordinance would need to be amended)

- 2. That the property is insured and the firm insuring the unit, policy number and expiration date. Certificate of insurance must be replaced if expired or cancelled;
- 3. The property owner or Local Agent will provide at least one copy of the City's Good Visitor Guide to the renters each time the dwelling unit is rented;
- 4. A schematic drawing, approved by the City, will be supplied to renters as to where they can legally park and how many spaces are available for their use;
- 5. An acknowledgment that the Licensee, Tenants and Occupants are subject to the City of Petoskey Code of Ordinances including but not limited to noise, fireworks, trash and parking;
- 6. An acknowledgment that the Licensee is responsible for any and all associated Tenant and Occupant fines if the Tenant and/or the Occupants fails to pay such fines;
- 7. An acknowledgment that Licensees are responsible for violations relating to any and all false or misleading statements in the licensing process;
- 8. An acknowledgment that any STR license awarded expires annually or upon any transfer of the property; and
- 9. An acknowledgment that awareness of/compliance with the STR renewal process, timelines and any required submissions is fully the responsibility of the applicant.

9-10. That the dwelling unit for which the license is sought is ready for inspection at the time the application is submitted.

- (f) A copy of the current deed for the property, showing ownership and control of the short-term

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rental property, and for an entity, a certificate, made under oath, as to the ownership of the proposed short-term rental property, and shall provide such additional information as the City may request. An entity must designate a natural person as the Licensee who must own at least a fifty percent (50%) interest in the short-term rental property, or have effective control thereof, as determined by the City. The name of the natural person must match the name of the person signing the application and issuing the personal check; and

(g) A copy of the prospective Licensee's standard rental agreement, shall fully comply with local, state, and federal law including City required conditions of occupancy.

(h) A licensee shall not have both a STR license and a motel or hotel license for the same property.

Commented [RRS1]: Do we want to require that those that meet the definition of hotel/motel obtain that type of license? Or allow them to choose?

(7) It is the responsibility of the Licensee to submit all of the foregoing information listed in Section 15-4 for a new license or a renewal of a license. If all of the foregoing is not received by the City on or before December 30 prior to the expiration of the license of the applicable year, the Licensee shall be deemed to have irrevocably elected not to renew his or her STR license and intends to abandon license. Electronic submissions are not permitted. No further notice need be provided to the Licensee by the City.

(8) The cap on the total number of available short-term rental licenses shall be established by resolution of the City Council. The City Council reserves the right to raise, lower or amend the number of short-term rental licenses at any time.

(9) Properties situated in any ~~Residential District~~ District in which short-term rentals are not a principal permitted use as defined by ~~this Chapter~~ Ordinance No. 794 are not eligible to receive STR licenses. However, those properties that were properly licensed and operating as a short-term rental prior to the effective date of this ordinance are permitted to continue operating as a short-term rental despite being in a residential district, provided those properties comply with the requirements of this ordinance. The properties "grandfathered" prior to the effective date of this ordinance are on file in the City Clerk's Office. listed in Appendix A. Upon transfer, licensure lapse or revocation of any licensed "grandfathered" property, the ~~the Licensee shall be deemed to have irrevocably elected not to renew his or her STR license and intends to abandon license, the~~ property is no longer a "grandfathered" property and no longer available for short term rental licensing. ~~(add O-S district rather than just residential or is it covered under the "grandfathered" language? Need strong language so no issues.)~~

(10) An application will not be considered by the City if the applicant is in default to the City for any unpaid fines, fees and/or taxes, or any outstanding violations.

(11) An application shall be accompanied by an application fee as established and set forth in the City fee schedule.

(12) A short-term rental application shall not be considered accepted or complete until the City Clerk deems it to be complete. The City Clerk shall inform an Applicant of any deficiencies in their application submittal. Furthermore, if the applicant fails to provide all the information required by this Chapter and/or fails to pay the required fee as set by the City Council via resolution, then the application shall be deemed incomplete and may be amended until December 30, at which time it shall be deemed incomplete and denied by the City.

(13) Once deemed to be complete, if an application complies with all the standards and regulations of

this Chapter and a license is available, the City shall approve the license subject to the approval of the City Zoning Administrator and Director of Public Safety or their designee.

- (14) Licenses become void upon property transfer and upon expiration or revocation by the City under this Chapter.

Section 15-5. Waiting List

A public waiting list (the "Waiting List") is hereby established, to be made available at City Hall, to keep and maintain a record of persons applying for short-term rental licenses in the permitted zoning districts in excess of available licenses. The applicants shall be placed on the waiting list in the order in which their completed applications are received by the City. A licensee who loses its license or fails to timely renew will be placed at the bottom of the waiting list upon the filing of an application except for "grandfathered" licenses, which will be extinguished. This waiting list will be maintained for an indefinite period. Persons desiring a short-term rental license must pay an annual fee, set by City Council via resolution, by November 30 of each year to be continued on the waiting list for a short-term rental license in the permitted zoning districts. Failure to pay the invoice by November 30 will result in removal from the waiting list. The City will send an invoice for the waiting list fee to existing waiting list applicants by email on or about November 1. All persons on the waiting list shall notify the City of any changes to their contact information. Available licenses for those on the waiting list shall be determined as of April 1 each year.

Section 15-6. Regulations.

- (1) All licensed short-term rentals shall have a designated Local Agent, as defined by this Chapter.
- (2) Advertising of a licensed short-term rental must include the license number and the maximum occupancy and maximum capacity as determined by the Department of Public Safety. This information shall also be posted in a conspicuous location in the short-term rental.
- (3) ~~It suggests:~~ ~~Occupancy and maximum capacity limitations for short-term rentals shall be determined by the number of bedrooms. A bedroom shall contain not less than 70 square feet (6.5 m²) and every bedroom occupied by more than one person shall contain not less than 50 square feet (4.6 m²) of floor area for each occupant thereof. (*§404.4.1 International Property Maintenance Code, as amended*)~~
- ~~Public Safety request:~~ ~~Tenant occupancy limitations for short-term rentals shall be determined by the habitable space requirements as defined by International Property Maintenance Code.~~
- (4) A short-term rental unit shall be inspected annually and meet current State of Michigan Building Code, District Health Department regulations, the International Property Maintenance Code and the International Fire Code as necessary to protect the safety of Occupants.
- (5) All short-term rental Licensees, Tenants and Occupants are subject to the City of Petoskey Code of Ordinances.

Section 15-7: Violations and Penalties.

- (1) A person who violates any provision of this Chapter, or any other applicable local, state, or federal regulation in connection with the ownership or the use of a short-term rental, may be responsible for a municipal civil infraction. Each day on which any violation of this Chapter continues may

constitute a separate offense and be subject to penalties as a separate offense. Nothing in this Ordinance shall be construed as limiting the ability to apply greater penalties if a greater penalty is set forth in the regulation being violated.

- (2) Tenants and Occupants of short-term rentals are subject to the City's Code of Ordinances while using a short-term rental, including but not limited to noise, fireworks, trash, and parking.
- (3) The Licensee shall be responsible for any and all fines associated with activities at the short-term rental property in the event the Tenant and/or Occupants fail to pay said fines; a failure of the Licensee to pay an unpaid Tenant and/or Occupant fine is a violation of this Ordinance. A license will not be renewed unless all fines relating to the property are paid.
- (4) Licensees are responsible for violations of this Ordinance including without limitation such items as false or misleading statements in the registration process, short-term rental Local Agent not responding to complaint/call within specified time period and advertising and/or hosting greater occupancy than permissible.
- (5) If a Licensee is in default to the City of Petoskey, the license may be revoked. If revoked, the Licensee may apply to be placed on the waiting list.
- (6) Short-term rental licenses may be revoked in the following manner:
 - (a) The first violation shall result in a written warning to the Licensee;
 - (b) A second violation shall result in a fine to the Licensee as set forth by City Council via resolution; and
 - (c) A third violation shall result in revocation of the license. A minimum 14-day notice will be given to the Licensee for any revocation. As of one day following the notice of the third violation, no additional bookings may be made of the rental through the year-end.
- (7) A Licensee may appeal any decision to revoke a license.

Section 15-8. Appeals.

- (1) Upon a determination by the Enforcement Officer that the license of a dwelling unit is subject to revocation as set forth in Section 15-7, the Enforcement Officer shall issue a notice to the Licensee and Local Agent of the licensed short-term rental stating that the City intends to revoke the license.
- (2) The notice shall inform the Licensee and Local Agent of a right to a hearing to show cause as to why the license should not be revoked. If a hearing is requested and the hearing fee is paid within 14 days of the service of the notice, the City shall schedule the hearing before the Zoning Board of Appeals and notify the Licensee and agent in writing of a time and place for that hearing.
- (3) At the hearing, the Licensee and Local Agent may present evidence that the requirements for revocation are not satisfied or that the Licensee and Local Agent should not be held responsible for one or more of the three (3) requisite violations due to extenuating circumstances. The burden of

proof is on the Licensee. Extenuating circumstances must include circumstances that the Licensee or the Local Agent could not reasonably anticipate and prevent, and could not reasonably control.

- (4) The Zoning Board of Appeals shall independently determine whether there is competent, material and substantial evidence establishing a violation and/or whether there is competent, material and substantial evidence establishing that extenuating circumstances exist.

Section 15-9. Conflict and Severability Clause.

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. To the extent that the requirements of this Ordinance conflict with another City ordinance, the more stringent standard shall control.

Section 15-10. Enactment and Effective Date.

This Chapter 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 _____, 2024.

John Murphy
Its Mayor

Sarah Bek
Its Clerk

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BOARD: City Council

MEETING DATE: September 16, 2024

PREPARED: September 11, 2024

AGENDA SUBJECT: Short Term Rental Zoning Ordinance Amendment

RECOMMENDATION: City Council discuss proposed amendments

Background City Council adopted Ordinance 794 on December 4, 2023 regulating where short-term rentals (STR's) are allowed by right in the City of Petoskey Zoning Ordinance. After several months of administering the ordinance and Council input, City staff recommends amending the ordinance to clarify some sections that have raised concerns. The proposed amendments have been reviewed by City staff and the City's legal counsel.

Proposed Amendments

- Including STR's as a principal permitted use in §1200 O-S Office Service District.
- Amending Article XVII, Section 1719 – Standards that STR's shall be located above the first story of the principal building unless it can be documented that the existing structure was formerly a lawful single-family residence.

Action City Council discuss proposed amendments and recommend to Planning Commission for consideration to schedule a public hearing on proposed ordinance amendment.

sb
Enclosure

ORDINANCE NO. 794

SHORT-TERM RENTAL ORDINANCE

AN ORDINANCE TO AMEND APPENDIX A: ZONING ORDINANCE OF
THE CITY OF PETOSKEY

THE CITY OF PETOSKEY ORDAINS:

1. **Article II, Section 201 of Appendix A to the Petoskey Code of Ordinances is amended as follows:**

Hotel: Any building, structure or part thereof, which is used primarily for paid public lodging on a transient basis in which access to and from each room or unit is through an interior door. For purposes of this definition, the word transient means occupancy for less than 30 consecutive days.

2. **Article II, Section 201 of Appendix A to the Petoskey Code of Ordinances is amended to add the following definitions:**

Bedroom: A room intended for sleeping or placement of a bed separated from other spaces in the dwelling unit and which includes a second egress opening. The following spaces do not qualify as bedrooms: kitchens; dining areas; gathering spaces such as living rooms, dens, family rooms; and attics or basements without egress meeting standards in applicable building, residential, and fire codes.

Dwelling Unit: A self-contained unit within a building that is designed for human occupancy and provides complete living facilities, including permanent provisions for sleeping, eating, cooking, and sanitation. "Dwelling Unit" does not include bed and breakfasts, hotels, motels, and boarding houses.

Motel: A building or group of buildings in which lodging is provided to transient guests, offered to the public for compensation, where access to and from each room or unit is through an exterior door, and the entire building or group of buildings is used solely for this function.

Short-term Rental (STR): A "Short-term Rental" is the making of occupancy available for any dwelling unit or portion thereof for a fee or other compensation for a term of less than 30 consecutive days, but not including bed and breakfast establishments, hotel rooms, motels, transitional housing operated by a non-profit entity, group homes such as nursing homes and adult foster care homes, and hospitals or other health care related facilities.

3. **Article VIII, Section 801; Article IX, Section 901; Article X, Section 1001; Article XI, Section 1101; Article XXVI, Section 2601; Article XXIX, Section 2901; and Article XXX, Section 3001 of Appendix A to the Petoskey Code of Ordinances are amended to include Short-term rentals (STR) as a principal permitted use in the following zoning districts:**
 - a. §801 B-1 Local Business District.
 - b. §901 B-2 Central Business District (CBD).
 - c. §2901 B-2A Transitional Business District.
 - d. §3001 B-2B Mixed Use Corridor District.
 - e. §1001 B-3 General Business District.
 - f. §1101 B-3A Resort Commercial District.
 - g. §2601 B-3B Business Industrial District.

h. §1200 O-S Office Service District

4. Article XVII – General Provisions of Appendix A to the Petoskey Code of Ordinances is amended to add the following section:

Section 1719 – Standards for Short-term Rentals.

- 1) For those zoning districts where short-term rentals are a principal permitted use, short-term rentals shall be located above the first story of the principal building ~~unless it can be documented through public records, title work, abstract, or other real estate records that the existing structure was a former~~ formerly a lawful single-family residence.
- 2) Short-term rentals are required to meet all other provisions of Chapter 15 of the **Petoskey Code of Ordinances**, State of Michigan Building Code, International Property Maintenance Code and International Fire Code.
- 3) A short-term rental shall be required to provide one off-street parking space for an efficiency or one bedroom dwelling unit, two off-street parking spaces for two bedrooms or more and shall meet the provisions of Section 1704: Off-street parking and driveway curb-cut standards, with the exception of the B-2 (CBD) district where off-street parking is exempt.

~~4) Add language must be in compliance with regulatory Ordinance 793.??~~

5. 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.

6. 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 _____, 2024.

John Murphy
Its Mayor

Sarah Bek
Its Clerk

Commented [RRS1]: This is included as #2 - Chapter 15 of the Petoskey Code of Ordinances.

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